CITY OF MISSION

CITY COUNCIL REGULAR MEETING
MISSION CITY HALL
NOVEMBER 10, 2026 at 4:30 PM

AGENDA

Pursuant to V.T.C.A. Gov. Code Section 551.001 et. seq., the City Council of the City of Mission, Texas will hold a regular meeting on **Tuesday, November 10, 2026 at 4:30 p.m.** at the Mission Council Chambers, 1201 E. 8th Street, Mission, Texas to consider the following matters.

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

REGULAR MEETING

CALL TO ORDER AND ESTABLISH QUORUM

INVOCATION AND PLEDGE ALLEGIANCE

DISCLOSURE OF CONFLICT OF INTEREST

PRESENTATIONS

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

ANNOUNCEMENTS - CITY COUNCIL / CITY MANAGER

PUBLIC HEARING

PLANNING & ZONING RECOMMENDATIONS

5. Conduct a public hearing and consideration of a Conditional Use Permit for the Sale & On-Site Consumption of Alcoholic Beverages – ONYX Bar & Nightlife, being Lot 1, Alba Plaza Subdivision, in a (C-3) General Commercial District, located at 608 N. Shary Road, Suites 8, 9 & 10. Applicant: Fernando Montanado, Adoption of Ordinance #_____ - Cervantes
6. Conduct a Public hearing and consideration of a Conditional Use Permit Renewal for an Event Center – Events on Conway in a (C-3) General Business District, being all of Lots 1 & 1-A through 1-K, Resubdivision of Lots 1 and 1L, Conway Plaza Subdivision, located at 2002 N. Conway Avenue, Suite E, Applicant: Christopher Rosales, Adoption of Ordinance #_____ - Cervantes
7. Discussion and Possible Action on Matters Related to Adoption of Ordinance #____ amending Appendix A, Article V, Section 1.20 and Section 1.21 of the City of Mission

Code of Ordinances regarding the governing-body hearing notice, publication requirement, and the posting of a notice sign on the affected property – Cervantes

8. Discussion and Possible Action on Matters Related to Adoption of Ordinance #____ amending Appendix A, Article V, Section 1.23 of the City of Mission Code of Ordinances regarding protests and recommendations for denial, removing the City-imposed super-majority vote requirement to override a recommendation from the Planning and Zoning Commission – Cervantes

CONSENT AGENDA

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

9. Approval of Minutes – Carrillo

   Regular Meeting – October 27, 2026

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

    Civil Service Commission – October 2, October 23, 2026

    Citizen's Advisory Committee – September 23, 2026

    Mission Tax Increment Reinvestment Zone – June 22, September 10, September 21, 2026

    Mission Redevelopment Authority – June 22, August 24, September 10, September 21, 2026

    Mission Education Development Council – August 27, September 24, 2026

    Mission Economic Development Corporation – September 24, October 14, 2026

    Mission Economic Development Authority – August 27, September 24, 2026

    Planning and Zoning – October 7, 2026

11. Discussion and possible action on matters related to the authorization to solicit bids for Weedy Lot Abatements - Dimas

12. Discussion and possible action on matters related to cancellation of the regular City Council meetings scheduled for November 24, 2026, and December 22, 2026 – Carrillo

13. Discussion and possible action on matters related to Award of RFB 26-653-09-30 for Meter Connect Supplies for the Public Works Department to Ferguson Waterworks - Gonzalez

14. Discussion and possible action on matters related to the authorization to extend the Second & Final One-Year renewal for Liquid Emulsion Polymer Bid No. 25-069-11-07 with Polydyne, Inc. for the Public Works Department Wastewater Treatment Plant with a 4.8% increase in pricing - Gonzalez

15. Discussion and possible action on matters related to the Ratification of a Variance to Ordinance No. 2198 for a Fireworks Display in Recognition of Veterans Memorial High School Seniors During the Final Home Football Game on October 30, 2026, at Tom Landry Stadium - Silva

16. Discussion and possible action on matters related to the authorization to enter into a Master Service Agreement between Lexipol and the Mission Fire Department via Sourcewell Contract #102325-LXP for a total amount of $30,169.46- Silva

17. Discussion and possible action on matters related to authorizing the solicitation of bids for the Housing Assistance Program – HAP Phase 26-I - Elizalde

18. Discussion and possible action on matters related to the authorization to accept the STEP – Impaired Driving Mobilization 2027 Grant from the Texas Department of Transportation (TxDOT), in the amount of $47,225.00, with a 15.30% match accepted by TXDOT via in-kind match through fringe benefits and administrative costs. - Torres

19. Discussion and Possible Action on matters related to the Authorization to execute the Second One-year Contract Renewal with MLG Protection Services for Security Guard Services / RFP No.: 25-002-10-23 - Espinoza

20. Discussion and possible action on matters related to authorizing the Mayor to sign an Interlocal Agreement between the City of Mission and the United Irrigation District for a sewer line to be installed within a canal right-of-way for the proposed Monte Efrain Tierra Prometida Subdivision located along the North side of Fincher Street East of Los Ebanos Road, Engineer: Rio Delta Engineering – Cervantes

21. Discussion and possible action on matters related to authorizing the acceptance of a grant award from the Office of the Governor (OOG) for the FY27 General Victim Assistance Grant Program in the amount of $48,000 with a 20% in-kind match requirement - Elizalde

APPROVALS AND AUTHORIZATIONS

22. Discussion and possible action on matters related to the authorization to enter into an Agreement between the City of Mission and Allheart Church, Pastor Eli Sanchez, regarding sewer service for the proposed Allheart Church Subdivision, being a 15.416-acre tract of land, out of Lot 315, John H. Shary Subdivision, located along the East side of Shary Road approximately 1,500 feet South of Mile 3 Road – Cervantes

23. Discussion and possible action on matters related to authorizing the acceptance of a supplemental grant award from the Office of the Governor (OOG) for the FY25 Operation Stonegarden (OPSG) Grant Program in the amount of $275,000 with no match requirement -Elizalde

24. Discussion and possible action on matters related to the authorization of staff to negotiate and enter into an agreement with Grantworks, Inc. for Grant Administration Services pertaining to the Texas General Land Office Disaster Recovery Reallocation Program under RFP No. 27-001-10-26 - Elizalde

25. Discussion and possible action on matters related to the selection and award of Municipal Aggregated Electrical Supply and Electric Related Services firm pertaining to RFP No. 26-638-09-23, including authorization to negotiate final electricity pricing, contract terms and execute an agreement with the selected firm for a term approved – Elizalde

26. Discussion and possible action on matters related to the authorization to purchase, (4) Four Outfitted Marked Police Chevy Tahoes from SAMES Laredo Chevrolet INC (TIPS #240901), in the amount of $427,245.12, using Operation Lone Star FY2027 grant funds – Torres

27. Discussion and possible action on matters related to the approval of Ordinance #____ amending Chapter 14, “Animals” of the City of Mission Code of Ordinances, Article I – 14.1; Article II –Sections: 14-31, 14-32, and 14-35. Article III - Section 14-71, 14-74, 14-75, 14-76; 14-77 adding sections: 14-78, 14-79, and Division II: 14-101, 14-103, 14-104, Removing Section 14-105, and 14-109, renumbering the remain sections; adding sections: 14-110, 14-111, 14-112, 14-113, 14-114 and 14-115; and Amending Article IV – Section 14-143 - Martinez

28. Discussion and possible action on matters related to ratify modifications to the original specifications of the Pierce Custom Enforcer 100’ Aerial Platform Fire Apparatus purchased from Siddons-Martin Emergency Group, LLC through BuyBoard Contract No. 651-21; authorize an additional payment of $39,175.28; and approve the related budget amendment – Silva

29. Discussion and possible action on matters related to the authorization to solicit Requests for Qualifications (RFQs) for a Comprehensive Infrastructure Condition, Risk & Growth Assessment, with separate and combined assessment options for Water and Wastewater, Streets, and Drainage, including optional GIS reconciliation services – A. Garcia

30. Discussion and action regarding approval of Ordinance # _____ of the City Council of the City of Mission, Texas, Amending Chapter 66, “Offenses,” of the City of Mission Code of Ordinances by adding Article V, “Electioneering at City-Owned or Controlled Polling Places”; Amending Chapter 86, “Signs,” relating to temporary signs at polling places; repealing Ordinance No. 5863 providing regulations consistent with The Texas Election Code; providing for political signs, canopies, vehicles, access, safety, sound, food and beverages, and removal of electioneering materials - Carrillo

UNFINISHED BUSINESS

31. TABLED 10/27/2026 - Consideration of approval in matters related to authorize the Mayor to sign an Annexation Service Agreement for the proposed annexation of a 3.3126 acre tract of land, being lots 2 & 3, Margot Estates Subdivision, located along the West side of Moorefield Road approximately 1,100 North of Mile 3 road. Applicant: Celso Gonzalez Construction Inc, Celso Gonzalez, President - Cervantes

EXECUTIVE SESSION

1. Closed session pursuant to Tex. Gov't Code Section 551.087 (Deliberation regarding Economic Development Negotiations) related to 380 Grant Agreement by and between the City of Mission and Blackstone Realty Holdings, LLC

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

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

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

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

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

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

1. Consideration and action, if any, regarding the 380 Grant Agreement by and between the City of Mission and Blackstone Realty Holdings, LLC

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 04th day of November, 2026 and will remain posted continuously for at least three business days preceding the scheduled date of said meeting, in compliance with Chapter 551 of the Government Code.

Anna Carrillo

Anna Carrillo, City Secretary

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

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

Notice is hereby given that on the **10th day of November, 2026** the City Council of the City of Mission will hold a regular meeting at 4:30 p.m. at 1201 E. 8th Street, Mission, Texas to consider the following matters. The subjects to be discussed are listed on the agenda, which is attached to and made a part of this Notice.

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

Texas Government Code Section:

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

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

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

On this the **04th day of November, 2026** this Notice was emailed to news media who had previously requested such notice and an original copy was posted on the bulletin board at City Hall, 1201 E. 8th Street on said date and will remain posted continuously for at least three business days preceding the scheduled date of said meeting, in compliance with Chapter 551 of the Government Code.

Anna Carrillo

Anna Carrillo, City Secretary

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

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

AGENDA ITEM: Departmental Reports – Terrazas / A. Garcia

NATURE OF REQUEST:
Public Works – October 2026
Civil Service – October 2026
311 – October 2026
Grants – October 2026
CDBG – September 2026
Parks & Recreation – July, August, September 2026
Information Technology – October 2026
City Secretary – October 2026

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

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

BID AMOUNT: $_____

STAFF RECOMMENDATION: Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

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

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

Public Works

October 2026 Monthly Report

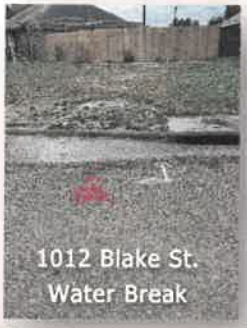
Street Sidewalk Project







Water Distribution Projects











Public Works Projects

PUBLIC WORKS
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October 2026

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Utility Billing and Collection

ANALYTICAL STATISTICAL COMPARISON

‡ UTILITY BILLING ACCRUALS ‡

BILLING TYPE	Oct 2026	Oct 2025	FY 26-27	FY 25-26
Water Consumption (Gals.)	427,089,000	378,088,000	427,089,000	378,088,000
Number of Customers	31,792	31,174		
WATER & WASTEWATER				
Water Sales	$ 1,405,987	$ 1,257,738	$ 1,405,987	$ 1,257,738
Water Sales - *Granjeno*	2,664	2,354	2,664	2,354
Water Connections	35,615	50,415	35,615	50,415
Reconnect Fees	4,225	13,075	4,225	13,075
Sewage Service	754,208	689,254	754,208	689,254
Sewage Service - *Granjeno*	1,185	1,229	1,185	1,229
Industrial Sewer Surcharge	1,489	303	1,489	303
Wastewater Connections	8,340	13,390	8,340	13,390
Service Charge	8,183	10,950	8,183	10,950
Total	**$ 2,221,896**	**$ 2,038,708**	**$ 2,221,896**	**$ 2,038,708**
SANITATION				
Garbage Fees	$ 725,715	$ 709,319	$ 725,715	$ 709,319
Brush Fees	112,696	109,044	112,696	109,044
Total	**$ 838,411**	**$ 818,363**	**$ 838,411**	**$ 818,363**
DRAINAGE ASSESSMENT FEE				
Drainage Assessment Fee	$ 110,168	$ 108,961	$ 110,168	$ 108,961
Total	**$ 110,168**	**$ 108,961**	**$ 110,168**	**$ 108,961**
Total Billing	**$ 3,170,475**	**$ 2,966,032**	**$ 3,170,475**	**$ 2,966,032**

‡ UTILITY COLLECTIONS CASH ‡

COLLECTIONS	Oct 2026	Oct 2025	FY 26-27	FY 25-26
Total Collections	**$ 2,654,058**	**$ 3,066,446**	**$ 2,654,058**	**$ 3,066,446**

Water Distribution

Utility Line Installation

Water Distribution Crews installed 29 Linear Feet of Utility Line. Below are the locations where the broken line repairs took place. There were fourteen (14) major water line breaks repaired.

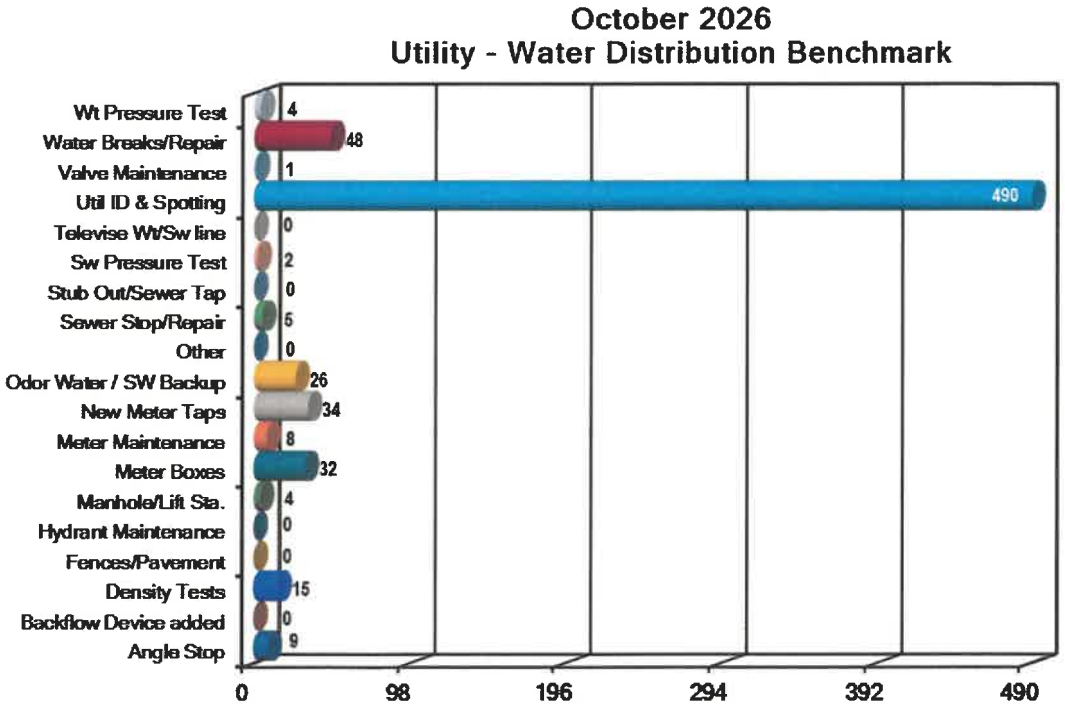
October 2026 Utility Line Installation

4-Inch	
1604 W. 16th St.	6'
988 Truman	2'
2119 E Solar	4'
2508 Flamingo	2'
2313 E. 19th St.	2'
604 Rio Grande	3'
2403 W. I-2 St.	10'
29 LF	

Water Distribution - Maintenance Benchmark Summary

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

Service Type	Oct	26-27	25-26
Angle Stop	9	9	79
Backflow Device	0	0	0
Density Tests	15	15	197
Fences/Pavement	0	0	0
Hydrant Maintenance	0	0	236
Manhole/Lift Station	4	4	35
Meter Boxes	32	32	625
Meter Maintenance	8	8	44
New Meter Taps	34	34	707
Odor Water	26	26	252
Other	0	0	64
Sewer Stop/Repair/Tap	5	5	220
Stub Out Sewer	0	0	2
Sewer Pressure Test	2	2	34
Televise Sewer line	0	0	52
Utility ID & Spotting	490	490	6,392
Valve Maintenance	1	1	18
Water Break/Repair	48	48	325
Water Pressure Test	4	4	34
Totals	678	678	9,316



Water Distribution - Utility Inspections

Mr. Lupe Vela and Mr. Charlie Fuentes, Utility Inspectors, conducted inspections on thirty-seven (37) sites; performed 1 Water Hydrostatic Test, 2 Air Tests, 2 Mandrel Tests and 15 Density Tests. Inspectors worked on 89 utility line locates.

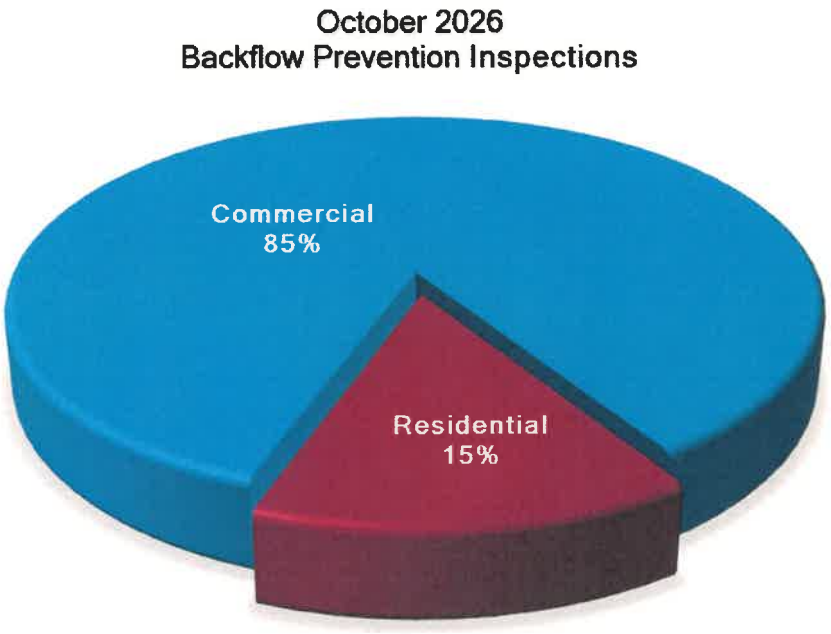
	Site/Subdivision	Start Date	Completion Date	Location	Inspection Description
1	Anacua Village	7/2024		Mayberry / 8th St.	Under Construction
2	Anzalduas Industrial Park PH 1	4/2024	10/2026	Military / Bryan	Utilities Complete
3	Anzalduas Industrial Park PH 7	3/2024	10/2026	Military / Bryan	Utilities Complete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

Water Distribution - Backflow Prevention Inspections

The table and graph below show the grand total of one hundred sixteen (116) Backflow Prevention Assembly Inspections performed by Mr. Ignacio Salazar through access to the Envirotrax BPAT System in order to keep our water lines free from back siphonages and water pressure backflow contamination.

2026-27 Backflow Inspections

Tests / Surveys	Oct	FY 26-27	FY 25-26
Inspection of Commercial Accts	99	99	547
Inspection of Residential Accts	17	17	93



Water Distribution - Sewer Collection

Our Sewer Collection Crews inspected and maintained monthly the City's 40 active Sewer Lift Stations and approximately 380.5 miles of sewer lines by responding to 25 sewer backups, no sewer line was televised, cleaned 8 sewer line sites (5 Vactor, 3 Jet Rodder) and 418 lift station work orders for this month.

Sewer Lift Station Inspections
Vactor / Jet Rodder Cleaning Services

Service Type	Oct	FY 26-27	FY 25-26
Lift Stations Inspections	418	418	5394
Televised Serviced Sites	0	0	47
Televised Linear Feet	0	0	8990
Vactor/Jet Rodder Serviced Sites	8	8	122
Vactor/Jet Rodder Serviced Linear Feet	1565	1565	30720

Water Treatment Plant

Water Production and Rainfall Water Plant Operators at our North and South Water Treatment Plants treated 463.638 million gallons (mg) of water; **North Plant Treated 331.698 mg** and **South Plant Treated 131.940 mg**. Plant Operators recorded the rainfall and there was 2.8 inches for October.

2026-27 Treated Water Million Gallons (MG)

Avg	Max	Min	Oct	FY 26-27	FY 25-26
15	18	11	464	464	5,269

2026-27 Rainfall Inches

	Oct	FY 26-27	FY 25-56
Rainfall (Inches)	2.8"	2.8"	19.30"

Parameters Exceeded: N/A

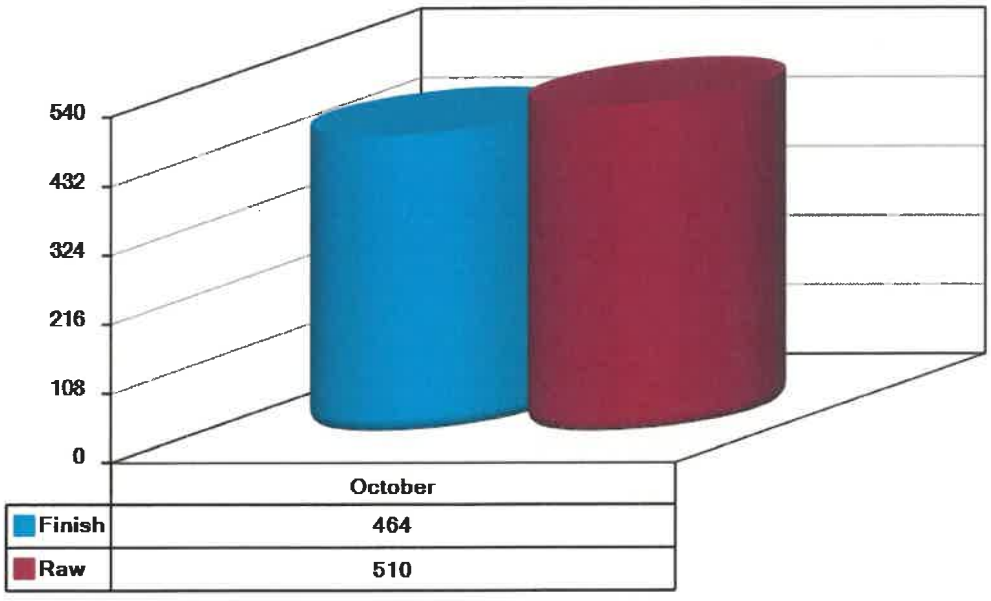
Operations and Maintenance - North Water Treatment Plant

- The International Dioxide Company (IDI) collected the monthly chlorite samples.
- Staff continued with performing maintenance on pumps and motors.
- Operators performed required daily and monthly water lab analysis, backwashed and cleaned required filters.
- To stay safe on hot days, our staff is encouraged to take breaks to cool off, wear a brimmed hat or cap and to drink plenty of water to hydrate throughout the day to prevent heat-related illnesses and accidents.
- Staff performed all duties utilizing essential Proper Protection Equipment as needed for safety measures from the effects of workplace hazards.
- Staff reviewed water quality lab results from the following certified laboratories:
    1. Ana-Lab (Chlorite, TOC, SUVA)
    2. Eurofins Eaton Analytical (Chlorite)

Operations and Maintenance - South Water Treatment Plant

- The International Dioxide Company (IDI) collected the monthly chlorite samples.
- At the Clear Well a 6-foot Fence was installed to secure premises.
- Operators continued with regular maintenance of pump and motors, as well as, kept up with mowing grass in the facilities and towers.
- As of October 30, 2026, the Falcon Reservoir water level is at 20.8% and the Amistad Reservoir water level is at 46.6%, respectively. According to the Brownsville Area Reservoirs Monitor, the average of both reservoir levels is at 34.7%.
- 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
2026-27 Raw & Finish Water
Million Gals. (MG)



Wastewater Treatment Plant

Wastewater - Treatment Wastewater Plant staff treated 265.630 million gallons of Wastewater.

2025-26 Wastewater Million Gallons (MG)

Avg	Max	Min	Oct	FY 26-27	FY 25-26
8.5	10.1	7.9	266	266	2,821

Wastewater - Wastewater Plant Status

The violations report passed for September. Plant operated at 57.85% capacity; Plant is rated at 13.5 mgd; and the Plant Yearly Average was 7.810 mgd. There was 1.5 inches of rainfall.

Wastewater - Risk Management Program

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

Wastewater - Staff Developments

Clarissa Ochoa and Bianca Canales are training to obtain "C" License Level of Operating the Wastewater Treatment Plant and Lab.

Wastewater - Facility Activities

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

Wastewater - General Maintenance

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

1. Odor control systems were monitored and adjusted to reduce malodorous emissions.
2. Operators continue routine cleaning of Clarifiers side walls to remove algae buildup.
3. Pumps at our Main Lift Station were exercised for better flow to our Screening System at head works.
4. Operators cleaned "Tea Cup" Grit System at head works on a weekly basis.
5. Maintenance Crew worked on the Lift Station pumps and exercised all pumps at the Main Lift Station.
6. Maintenance worked on thickener pump leaks, repairs and adjustments.
7. Operators worked at a proper level at the Pretreatment Pond.
8. Maintenance greased bearings on schedule; worked on grit system timed controls.
9. Grounds keeping was done by all Operators and Grounds Keeper.

Wastewater - Contract Work

City's Contracted out electricians worked on the following.

1. J & E Lift Station Services rehab pumps on the potable water and replaced Rotor on Digester.

Wastewater - Other Contract Work

1. CB3 provided the Plant with sludge and grit removal services.
2. Cintas provided uniform services and door mat replacement, weekly.
3. Polydine supplied us with polymer totes for aiding in sludge de-watering at Belt Press System.

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

Wastewater - Special Projects Currently there are no Special Projects for October.

Pretreatment Three surface Aerators and motors are operational. Clarifier at Pretreatment was cleaned up of debris on the surface. All industrial flows to the Plant continue to be accounted for by meter totalizers and truck tickets. The Lone Star Citrus Company transported 19 truckloads of 95,000 gallons of citrus wastewater to the Pretreatment System. Pretreatment flow of waste from Rio Grande Juice Company and MPI (Metal Plating Industry) was 3,202,800 million gallons. Total sludge hauled was 770 cubic yards equivalent to 35 roll off containers.

2025-26 Sludge Removal

Month	Roll Offs	Cu/Yds
Oct	35	770
26-27	35	770
25-26	527	11,372

Street Division - Benchmark Summary

Our Street Crews constructed 320 Linear Feet sidewalk, patched approximately 80 Potholes; placed a total of 24 Signs (5 stop signs) and 24 Poles (cemented), inspected and repaired 223 Traffic Lights and Street Lamps; 1,635 Street Miles was swept; Demolished 4 homes and removed 110 Tires. Street Crews cleared right-of-way tree limb obstructions. For the Collection of Debris site, there were 285 customers and a monetary collection totaling $ 7,340.

Street Improvement & Construction Projects

Project Name	Linear Feet	Construction % Completion	Current Status	Project Cost	Contractor
St Marie / 11th St. New Sidewalk	320' x 4'	100%	100%	$ 8,000	Street Department

Collection of Debris

There were 285 City of Mission customers with a monetary collection of debris totaling $ 7,340.

Collection of Debris

Month	Customers	Amount $
Oct	285	$ 7,340
26-27	285	$ 7,340
25-26	3,419	$ 84,440

City Pothole Maintenance Street Crews filled a total of 80 potholes.

Month	25-26	26-27
Oct	810	80
Totals	810	80

City Street Miles Swept Mr. Torres, Mr. Gutierrez, Sweeper Operators, cleaned 1,635 street miles.

Month	25-26	26-27
Oct	658	1,635
Totals	658	1,635

Lot Maintenance / Demolished Home There was four (4) Demolished Home this month.

Month	25-26	26-27
Oct	0	4
Totals	0	4

Sign Shop Output Measures Street Crews installed 24 signs (5 stop signs) and 24 poles.

Month	25-26	26-27	Posts
Oct	23	24	24
Totals	23	24	24

Street Light Pole Maintenance Street Light inspections are maintained by AEP.

Traffic Signal Maintenance

Budget request plan for red lights and for red, green and yellow arrows, pedestrian lights and push buttons, school clocks intersection needs rewiring maintenance.

	School Zone			Traffic Signals Light Changes							
Month	Light Bulb Replace	Re-set Controller	School Maint	Green	Red	Amber	Walk / Don't Walk	Trouble shoot Controller	Reg Maint	Misc	Total
OCT	1	6	7	6	11	7	4	14	53	114	223
26-27	1	6	7	6	11	7	4	14	53	114	223
25-26	10	64	90	25	27	19	36	73	275	499	1,118

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

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

Tire Removal Our Streets Crew removed 110 tires from the City this month.

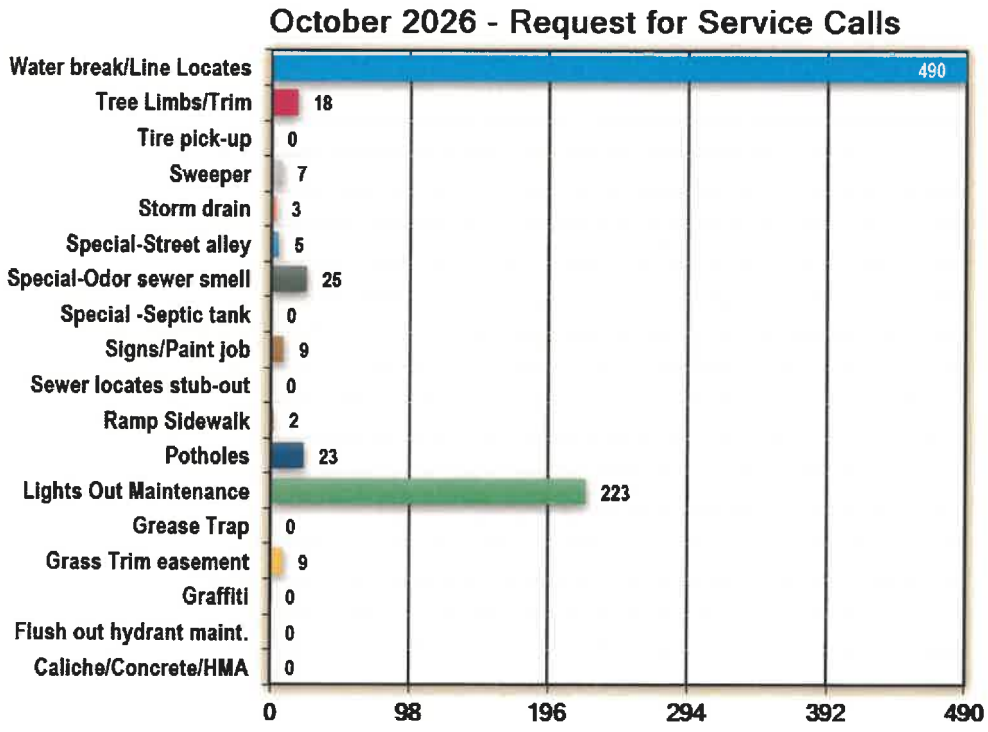
Month	25-26	26-27
Oct	286	110
Totals	286	110

2026-27 Fleet Maintenance & Cost Summary

Charge Code	Work Orders	Preventive Maintenance	Cost $
Oil Changes / PM	26	26	$ 786
Repairs	112	0	$ 51,873
October	138	26	$ 52,659
FY 26-27	138	26	$ 52,659
FY 25-26	992	454	$ 473,015

Administration Request for Service Calls

Service Type	Oct	26-27	25-26
Caliche/Concrete/HMA	0	0	6
Flush Hydrant Maintenance	0	0	235
Graffiti	0	0	1
Grass Trim easement	9	9	85
Grease Trap	0	0	1
Lights Out Maintenance	223	223	1,118
Potholes	23	23	310
Ramp Sidewalk	2	2	11
Sewer locates stub-out	0	0	0
Signs/Paint job	9	9	67
Special -septic tank	0	0	0
Special-Odor smell	25	25	252
Special-Street alley	5	5	66
Storm drain	3	3	75
Sweeper	7	7	113
Tire pick-up	0	0	39
Tree Limbs/Trim	18	18	87
Water break/Line locates	490	490	6,595
Total	814	814	9,061

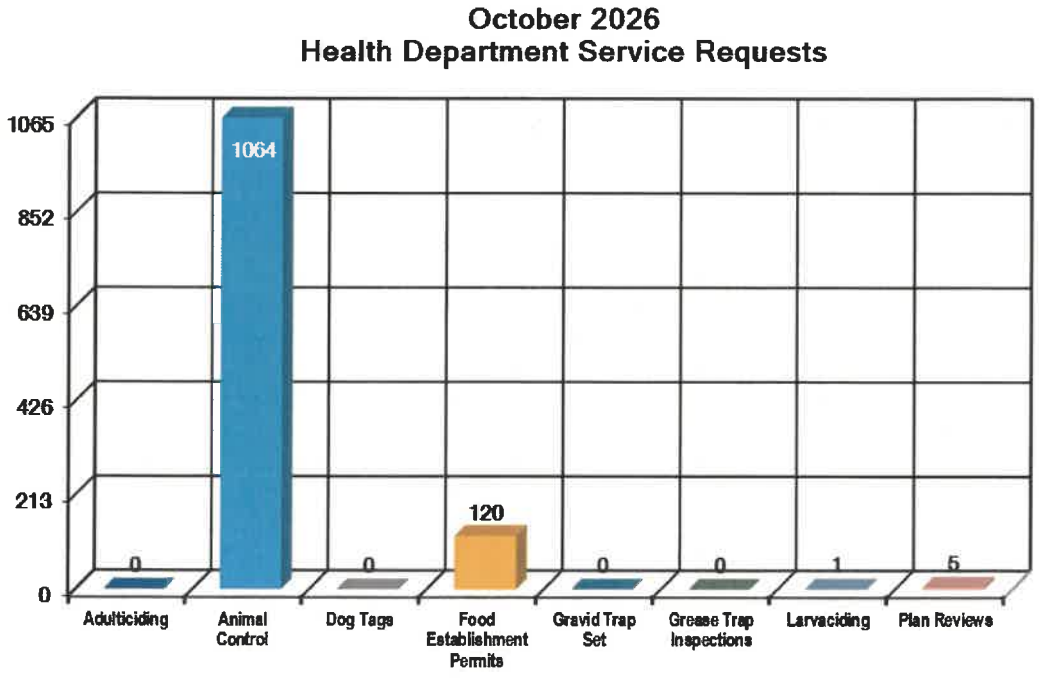


Health Department

Health Department Benchmark Summary

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

Service Type	Oct	26-27	25-26
Adulticiding	0	0	10
Animal Control	1,064	1,064	11,073
Dog Tags	0	0	41
Food Est. Permits	120	120	1,264
Gravid Trap Set	0	0	0
Grease Trap Inspections	0	0	4
Larvaciding	1	1	7
Plan Reviews	5	5	58
Total	1,190	1,190	12,457



Health Department - Food Permits

A total of 120 Food Establishment permits were processed this month.

Food Establishment Permits		
Month	FY 25-26	FY 26-27
Oct	216	120
Totals	216	120

Health Department - Animal Control Service Calls

Citizens called (1,064 calls) regarding Animal Control concerns.

Animal Control Calls		
Month	FY 25-26	FY 26-27
Oct	1,048	1,064
Totals	1,048	1,064

Health Department - Animal Care and Control

Our City's Animal Wellness Officers, Jesus, Ivan and Manuel reported the following Animal Control for October. There were 202 requests for intake of service orders completed by City staff this month.

Dogs

Description	Stray	Bite Case	Seized	D.O.A.	Owner Surrender	Escape Lost Euthn.	Adopted	Rescued	Trap-Neuter-Release	Return To Owner	OCT	26-27
Mission	62	3	0	0	2	26	16	22	0	0	131	131
OCT	62	3	0	0	2	26	16	22	0	0	131	
FY 26-27	62	3	0	0	2	26	16	22	0	0		131
FY 25-26	468	32	0	92	73	157	199	239	0	11		1271

Cats

Description	Stray	Bite Case	Seized	D.O.A.	Owner Surrender	Escape Lost Euthn.	Adopted	Rescued	Trap-Neuter-Release	Return To Owner	OCT	26-27
Mission	39	1	0	0	2	4	12	12	1	0	71	71
OCT	39	1	0	0	2	4	12	12	1	0	71	
FY 26-27	39	1	0	0	2	4	12	12	1	0		71
FY 25-26	308	4	0	145	15	64	134	126	81	0		877

Wildlife

Description	Stray	Bite Case	Seized	D.O.A.	Owner Surrender	Escape Lost Euthn.	Adopted	Rescued	Trap-Neuter-Release	Return To Owner	OCT	26-27
Mission	0	0	0	0	0	0	0	0	0	0	0	0
OCT	0	0	0	0	0	0	0	0	0	0	0	
FY 26-27	0	0	0	0	0	0	0	0	0	0		0
FY 25-26	0	0	0	90	0	0	0	0	0	0		90

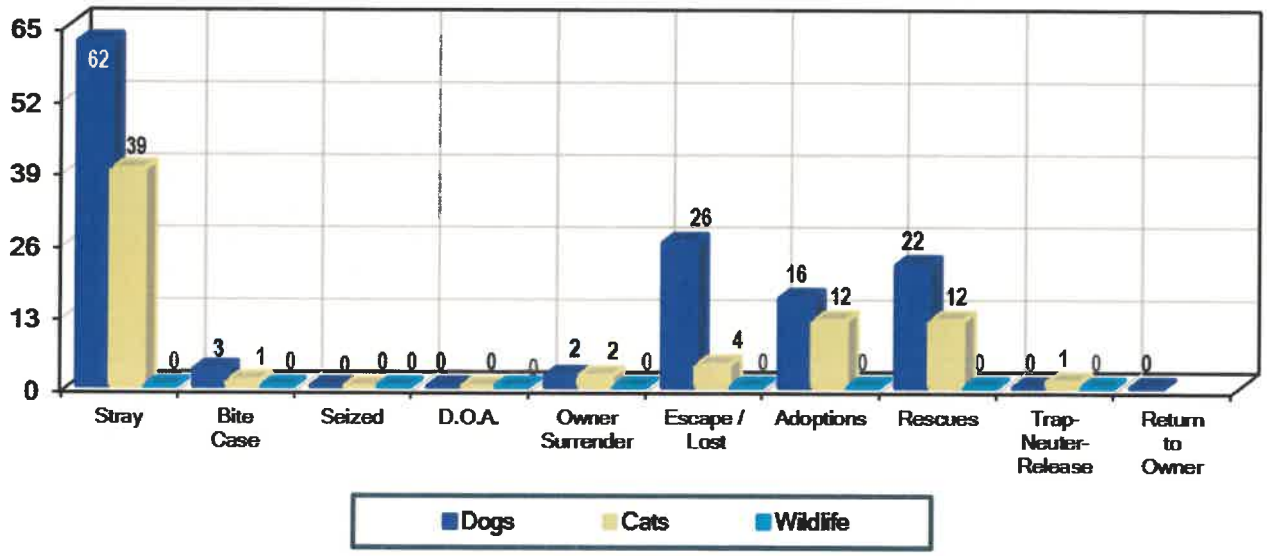
Health Department Animal Control Summary

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

October 2026
Health Department Animal Control

Animal Type	Stray	Bite Case	Seized	D.O.A.	Owner Surrender	Escape/ Lost/ Euthn.	Adopted	Rescues	Trap-Neuter-Release	Return To Owner	OCT	FY 26-27
Dogs	62	3	0	0	2	26	16	22	0	0	131	131
Cats	39	1	0	0	2	4	12	12	1	0	71	71
Wildlife	0	0	0	0	0	0	0	0	0	0	0	0
OCT	101	4	0	0	4	30	28	34	1	0	202	
FY 26-27	101	4	0	0	4	30	28	34	1	0		202
FY 25-26	776	36	0	327	88	221	334	349	96	11		2,238

October 2026
Health Department Animal Control



MEMORANDUM

TO: MAYOR AND CITY COUNCIL
THROUGH: ANDY GARCIA, CO-CITY MANAGER
FROM: JESSE LERMA, CIVIL SERVICE DIRECTOR
SUBJECT: CIVIL SERVICE REPORT, OCTOBER 2026
DATE: NOVEMBER 3, 2026, 2026

1. Mission Fire Department is has three (3) openings…. started entry level examination…. set for December 10, 2026
2. Mission Police Department has fifteen (15) openings…. conducted entry level examination on September 18, 2026. Backgrounds and oral boards are being conducted.
3. Amended and updated local rules and prepare to submit to City Council first meeting in December 2026.

1. FF Enrique Lozano-Indefinite Suspension-Requested to hold hearing after disposition of criminal case-started process to select Third Party Hearing Examiner.
2. FF (ENG) Jessica Quintanilla-Indefinite Suspension-started process to select Third Party Hearing Examiner and set date
3. PO Javier Lara-Indefinite Suspension-hearing set for October 6-7, 2026…..re-set for November 5-6, 2026
4. PO Alejandra Leal-Suspended for two (2) days hearing set for Feb 17-18, 2027.

THANKS

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
THROUGH: ANDY GARCIA, CO-CITY MANAGER
FROM: JESSE LERMA, 311 COORDINATOR/CIVIL SERVICE DIRECTOR
SUBJECT: 311 REPORT, OCTOBER 2026
DATE: NOVEMBER 3, 2026

We have a total of 1069 submissions for October 2026, with a total of 32571 since we began. The system is fully functional and very user friendly. We can customize the system to meet the needs of our daily operations. Our staff have bought into the system and are working on improvements every day. We can find problematic areas using the system and it allows us to attend to the needs of those areas in a timely manner. We try to contact as many residents as possible and are getting feedback from them to improve the system.

1. Meeting with residents along the Bryan Rd project. Road now open pending final punch hole list.
2. Meeting with residents having problems with T-Mobile/ATT
3. Meeting with Cimarron HOA concerning brush collection agreeement

Continue pushing the 311-program encouraging our citizens to utilize the program.

Thank you!

Topic Counts of Opened Requests
For Date Period From 10/01/2026 Through 10/31/2026

Topic	Count
Animal Control	
Animal Control	537
Bee Complaint	11
Total - Animal Control	**548**
Code Enforcement	
Accumulation of Items	4
Commercial Parking Lot Maintenance	0
Double Occupancy/Hooked RV	0
Health & Sanitation (Nuisance)	14
Illegal Dumping	7
Illegal Signs (Right of Ways, Bandit, Telephone and Garage)	1
IPMC Violations (Property Maintenance)	4
Junked Vehicle on private property	4
No Garage Sales Permit	1
Non Residential Parking/Semi-Truck	0
Parking on Lawn - Grass	4
Sight Obstruction/Sidewalks/Right of Way/Driveway	9
Storage of Vehicles/Boats/Trailers	2
Unsafe/Unsecured Building	2
Weedy Lot	53
Total - Code Enforcement	**105**
Health	
Food Complaint	2
Food Truck Complaint	0
Grease Trap Complaint	0
Mosquitoes	11
Total - Health	**13**
Obstructions -Tree/Branches	
MOWING	1
Total - Obstructions -Tree/Branches	**1**
Parks & Rec	
Graffiti	0
Parks	2
Restrooms	0
Right of way (mowing)	1
Trails	0
Total - Parks & Rec	**3**
Planning	
Commercial Landscaping	0
Construction Concerns	2
Home Occupation (Business in a Residential)	5
No Business License	0
No Conditional Use Pemit	0
P&Z Zoning Violations/Subdivision	0
Total - Planning	**7**
Police Department	
Illegal Parking	8
Junk/Abandon Vehicle on street	5
Total - Police Department	**13**
Public Works	
Flooded area/Roadway and streets	0
Foul smell	2
Lift Station	0
Low Water Pressure	7
Mowing (Drainage & Alleys)	3
Obstruction Tree Signs/Tree Trimming	7
Pot Holes	18
Sandbag (Elderly And Disabled)	0
Sewer Concerns	2
Side Walk	41
Street Light	10
Streets/Signs	3
Tires	3
Traffic Signals	
Water Leaks	31
Total - Public Works	

Sanitation	
Brush	[illegible]
Bulky Items	20
Garbage	172
Obstruction/ Brush	2
Trash	3
Total - Sanitation	**279**
All Topics	
Total All Topics	**1069**

CITY OF MISSION

GRANTS ACTIVITY REPORT - October 2026

Submitted Applications	Application Amount Submitted	Awarded / Active Grants	Total Award Amount
10	$10,343,141.88	26	$10,269,040.95

Submitted / Tracking Grants

Grant Name	Funding Agency	Department	Application Amount	Matching Amount	Due Date	Status
FY25 SHSP Regular	OOG	Police	$ 100,000	None		Submitted-Tracking
FY23 FMA-Spike and Jupiter Construction	TWDB/FEMA	Executive	$ 9,056,388	10%		Submitted-Tracking
FY23 FMA- Astroland Phase II Construction	TWDB/FEMA	Executive	$ 3,886,409	10%		Submitted-Tracking
FY27 Project Safe Neighborhood	OOG	Police	$ 650,000	None		Submitted-Tracking
FY27 State Crisis Intervention Grant	OOG	Police	$ 200,000	None		Submitted-Tracking
FY26 SHSP LETPA	OOG	Police	$ 112,738	None		Submitted-Tracking
FY26 SHSP Regular	OOG	Police	$ 94,015.88	None		Submitted-Tracking
FY26 SHSP Regular	OOG	Fire	$ 50,000	None		Submitted-Tracking
FY26 SHSP Regular	OOG	Fire	$ 50,000	None		Submitted-Tracking
Animal Welfare Organization	Petco Love	Health	$ 50,000	None		Submitted-Tracking

COMMUNITY DEVELOPMENT DEPARTMENT
PROGRESS REPORT FISCAL YEAR 10/01/2025 -- 09/30/2026

AGENCY / DEPARTMENT / DESCRIPTION / BUDGET	SEPTEMBER, 2026 - UNOFFICIAL				
	MONTHLY EXPENDITURE	ACCOMPLISHMENT	YEAR TO DATE	%	BALANCE
AMIGOS DEL VALLE, INC. $25,000.00 Funds will be utilized to provide meals to homebound seniors.	**$1,614.80**	Rec'd August RFR Agency Exhausted all funds awarded. **Serviced YTD 26** **Meals Served YTD 3,870**	$25,000.00	100%	**$0.00**
AREA AGENCY ON AGING $4,000.00 Funds will be utilized to provide assist to seniors with minor repairs/modifications and medical supplies.	**$1,000.00**	Rec'd August RFR Agency Exhausted all funds awarded. **Serviced YTD 7**	$4,000.00	100%	**$0.00**
AGING & DISABILITY RESOURCE CENTER $4,000.00 Funds will be utilized to assist low-income and/or disable individuals with health maintenancne services and minor repairs.	**$1,500.00**	**Rec'd August RFR** **Agency forfeited $18.50 of funds awarded.** **Serviced YTD 7**	$3,981.50	99.54%	**$18.50**
COMFORT HOUSE $5,000.00 Funds will be utilized to provide 24 hour palliative care to patients who have a prognosis of 4 months or less to live.	**$0.00**	Agency exhausted all funds awarded. **Serviced YTD 1**	$5,000.00	100%	**$0.00**
CASA OF HIDALGO COUNTY, INC. $1,000.00 Funds will be utilized for expensesgenerated in advocating for children.	**$0.00**	Agency exhausted all funds awarded. **Serviced YTD 21**	$1,000.00	100%	**$0.00**
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 exhausted all funds awarded. **Serviced YTD 15**	$3,000.00	100%	**$0.00**
PARKS & RECREATION DEPARTMENT $53,000.00 Funds will be utilized to install 21 Solar Lights throughout Catholic War Veterans (CWV) Park	**$0.00**	Departmetn exhausted all funds awarded **Serviced YTD 1,250**	$53,000.00	100%	**$0.00**
PUBLIC WORKS DEPARTMENT $401,562.00 Funds will be utilized for the rehabilitation of sanitary sewers/manholes Phase 2	**$0.00**	**Pending Executive Department to Deny or Accept Bids Submitted.** **Department request expentation to complete project.**	$0.00	0%	**$401,562.00**
FIRE DEPARTMENT $12,000.00 Funding will be utilitzed to purchase an **inflatable fire safety house** to provide fire safety workshops.	**$0.00**	Deprtment exhausted all funds awarded.	$12,000.00	100%	**$0.00**
FIRE DEPARTMENT $232,600.00 Funding will be utilitzed to purchase portable communicatio devices to replace old equipment.	**$216,814.44**	**Department ordered and received most of the portal radios. Department requested an extension to complete the project.**	$216,814.44	93%	**$15,785.56**
PLANNING & CODE ENFOCEMENT DEPT. $37,139.00 Funding will be utilized to demolish approximately 13 dilapidated/unsafe structures and remove debris.	**$14.290.00**	**Department has demolished 6 property. Department rquest an extension to complete the projects.** **Serviced YTD 6**	$23,082.00	62%	**$14,057.00**
REHABILITATION $90,000.00	**$0.00**	**Closed project and funding will be reprogramed for FY 2026-2027.**	$0.00	0%	**$90,000.00**
PROGRAM ADMINISTRATION $213,925.00	**$33,422.04**	**Overeight Exepnses on the CDBG Program**	$179,959.57	84%	**$33,965.43**
$1,082,226.00	**$268,641.28**		$526.837.51	49%	**$555,388.49**

MISSION PARKS AND RECREATON

JULY – AUGUST AND SEPTEMBER MONTHLY REPORT

From maintaining parks, ROW's and facilities, it is our responsibility to maintain safe spaces and create meaningful experiences.

Behind every clean park and successful event is a team committed to service.

PARKS DIVISION:

- **Daily operations of opening and closing of parks**
- **Continue with daily maintenance of all park restrooms with the 2 – 2-man crews / pressure wash pavilions for general maintenance and pavilion rentals**
- **Continue preparing Baseball fields at Bentsen, Lions and JC for Boys and Girls League**
- **Pressure-wash pavilions at Bannworth, Lions and Madero Parks for rentals**
- **Prepared and marked Bentsen Palm Community Park for tournament play**
- **Painted wooden slat fencing at Hollis Rutledge Sr. Park**
- **Graffiti removal at:**
    - **Lions Park Benches**
    - **Skate Park ramps**
    - **2203 Turtle Court – political sign**
- **Field marking at Beto Salinas Park for Juan Diego Academy**

HORTICULTURE TEAM:

- **Began the manicuring of plant material for the fall season**
- **Drafted to mowing lawns due to shortage of Parks Grounds Maintenance Staff**
- **Trimmed Palms in front of downtown HEB**
- **Tree trimming at CWV Park Trail for installation of new Solar Lights**
- **Continue maintaining Butterfly gardens – Birdwell gardens, herbicide – CWV garden, pruning trees, herbicide vines on fence lines – Food Pantry gardens – CWV Gym gardens, herbicide**
- **Installed two new trees at Bannworth Park lake area.**
- **Garden maintenance at Animal shelter gardens**
- **Butterfly Garden maintenance at Speer Memorial Library, Tatan Park and Mission Central Fire Staton**
- **Herbicide application at Tatan Park, and Mission PD/Fire**

BURIALS:

- **Laurel Hill Cemetery**
    - **5 burials**
    - **Removed 2 large dead Live Oak Trees**
- **San Jose Cemetery**
    - **2 burials**
- **Catholic Cemetery**
    - **4 burials**

HEO TEAM:

- **Ruben Hinojosa City School Park**
  - **Removal of 5 dead trees**
  - **Formed perimeter block border and installed decomposed granite below bench at south entrance to park**
- **Assisted with removal of storm damaged canopies Lions Park, Jaycee Park, Hollis Rutledge Sr Park, Tatan Park, Market Square and Leo Pena Placita Park. Delivered to TENZO for repairs**
- **Assisted with installation of solar lights along perimeter walking trail**

STRIKE TEAM:

- **Assisted with completion of Freedom to read Project by firming up pergola structure and installed asphalt shingles to roof of shelter**
- **Poured concrete and connective sidewalk for new Freedom to Read Project at Hollis Rutledge Sr. Park**
- **Formed, poured and completed 5' x 47' connecting sidewalk at Shimotsu City School Park from Glasscock sidewalk to park track to avoid mud at park entrance**
- **Removed existing drinking fountains at Bannworth and Bentsen Palm Dag Parks and installed 4 small temporary doggie drinking bowls**
- **Lions Park**
  - **Repaired vandalized gate**
  - **Continued with replacement of fencing and fence posts on ballfields**
  - **Removed and did not replace vandalized mirrors in central restrooms due to shots from BB gun**
- **La Placita Veterans –**
  - **Staff began cleaning up all the broken stucco from the Veterans wall and military concrete emblems**
  - **Removed and replaced 2 sections of 10' x 14' block wall, textured and painted**
  - **Pruned all interior Live Oak and Ash trees**
  - **Removed all the picture frames of Veterans from the wall**
  - **Primed and painted the entry Veterans Sign and all perimeter ornamental fencing**
  - **Protective fence barrier for center spire was removed, lifted to proper level and set in place**
  - **Removed and replaced compromised brick pavers**
  - **Removed and replaced hand railing on steps**
  - **Repaired /welded broken front gate and painted**
- **CWV Park**
  - **Replaced 5 new plastic trash receptacles**
  - **Sanded and painted the CWV letters,**
  - **Installed new baseball bats on monument at entry to ballfields**
  - **Repaired portions of walking trail**
  - **Staff completed the installation of 18 solar lights along walking trail areas**

- Sandblasted letters and animal designs on boulders designed for the Hike and Bike Trail.
- Removed tennis referee's chair and delivered to Padel Club on Victoria Ave. Upon completion of tournament play, chair was returned and reinstalled at Birdwell Tennis Center
- Birdwell Park – replaced 2 center straps on Courts #5 and #8 / repaired 2 broken benches – drilled new screws / replaced both basketball nets
- San Jose Cemetery – repaired/cemented broken "One Way" sign
- Fire Station #1 – repaired and installed damaged bench

IRRIGATION TEAM:

- No irrigation team at this time due to lack of staff!
- Improvised irrigation team repaired two large 4 in. irrigation main line break at Bentsen Palm Community Park. Repaired two x 2" lateral irrigation line breaks
- Assisted with daily cleaning of the Lions Splash Pad
- Continual replacement of irrigation sprinkler heads, irrigation valves and diaphragms and solenoids
- Repaired drip line breaks at Veterans Cemetery Island on south Inspiration
- Installed new irrigation controller at Chamber of Commerce
- Repaired break in 6" mainline at Bentsen Palm Community Park
- Assisted with the installation of and anchoring down a pump motor.
- Mission Library Northside Garden – trench and install 50 ft of 1 in. pvc pipe to install a water spicket
- Bannworth Dog Park – repair a 2 in. water break

SPECIAL PROJECTS / EVENTS:

- Assisted with the Stars, Stripes & Smiles Event at Lions Park – all set ups for event and provided staff for event
- Assisted Sharyland ISD with delivery of bleachers to their stadium for the Pony Tournament Opening Event
- Participated in the Ribbon Cutting Project of the Freedom to Read Project at Ruben Hinojosa City School Park
- Assisted CEED with a Groundbreaking Ceremony Zerulma Recycling Center – set up and staff for event
- Assisted Mission Fire Dept. with their New Fire Engines Push-In Ceremony – Large tent, tables and chairs, staff
- National Night Out Event at MEC – assisted with all set ups and staffing for event
- Staff cleaned and prepared CWV Park for the Solar Lighting Ribbon Cutting Event - set up PA system, tables and chairs, tents
- Assisted Texas Citrus Fiesta on both Saturday and Sunday with 2 men for tent set up and tear down at Mission Event Center

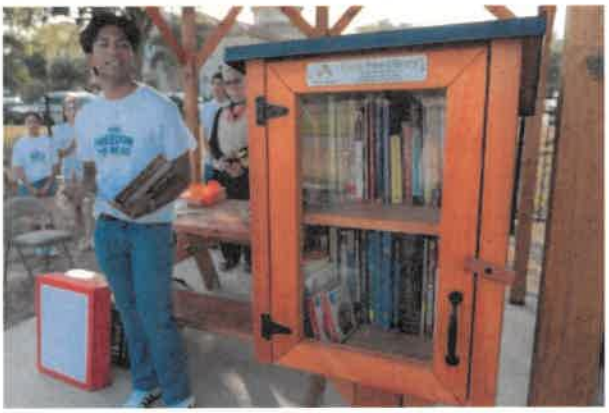
- **Greater Gold Cancer Event at MEC – assisted with clean up and set up for event – PA system and Podium, 100 white chairs, golf carts, picnic tables, trash receptacles, water troughs, feather banners, set up stage, staff for tear down**
- **Assisted Mission Fire Department with 75 white chairs, 2 cooling fans and trash receptacles for the 9/11 Remembrance Memorial Ceremony**
- **Set-up and staffing for the Mission Pink Planning Committee Meeting at the Mission Regional Hospital**
- **Assisted MEDC with 6 picnic tables and trash receptacles for their Mission Small Business Expo at the Mission Event Center**
- **Assisted MEC with 20 tables for and Event**
- **Assisted Texas Citrus Fiesta with set ups for their Golf Tournament at Shary Golf**
- **Staff attended the Employee Health Fair at MEC**
- **Provided 22 tables for the Employee Health Fair**

RUBEN HINOJOSA CITY SCHOOL PARK

FREEDOM TO READ PROJECT







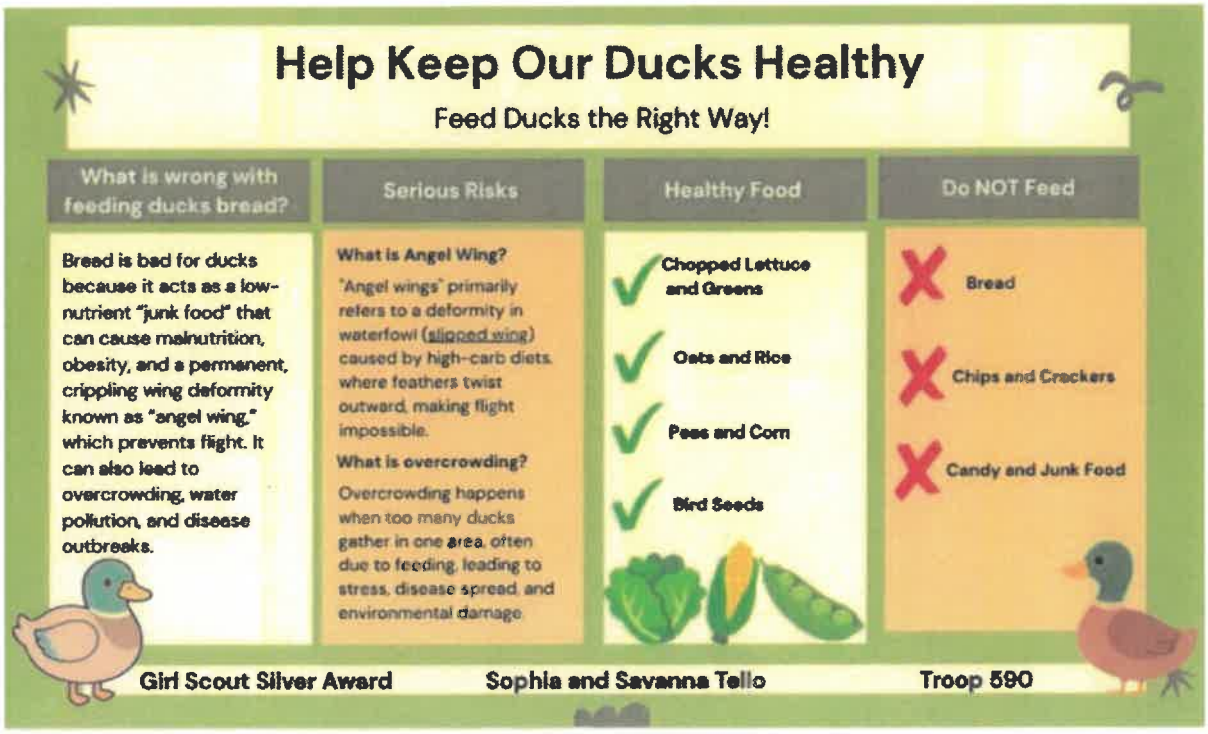
COMPLETED GOLF COURSE CLUB LANDSCAPE PROJECT



GIRL SCOUT SILVER METAL PROJECT

DUCK FEEDERS

at BANNWORTH PARK POND











HOLLIS RUTLEDGE FENCE REPAIR and PAINT





CONNECTIVE SIDEWALK FROM GLASSCOCK Rd. to PARK TRAIL

to AVOID MUD DURING INCLEMENT WEATHER







BOULDER SANDBLASTING for BSA EAGLE SCOUT PROJECT WHICH is PART of TPWD TRAIL GRANT RE-HAB







MISSION TABLE TENNIS TOURNAMENT





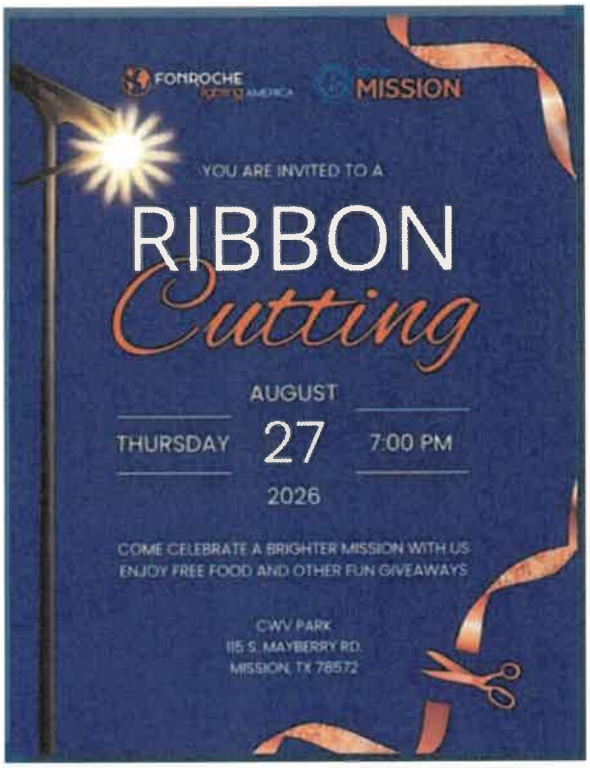
CLUB PRESIDENT



TOURNAMENT CHAMPS

16 SOLAR TRAIL LIGHTS for CWV PARK

CDBG GRANT AWARD









JULY WIND DAMAGE to PARK CANOPIES





SAFETY REPAIRS to BLEACHERS at RECREATION CENTER



NEW AED MACHINE from MISSION LIONS CLUB at LIONS PARK





REPAIRS at WAR MEMORIAL at LEO PENA PLACITA PARK



PAINTING of ALL SIGNAGE and ORNAMENTAL FENCING





REMOVAL of OLD WAR EMBLEMS

REMOVAL and REPLACMENT of SOUTH WALL



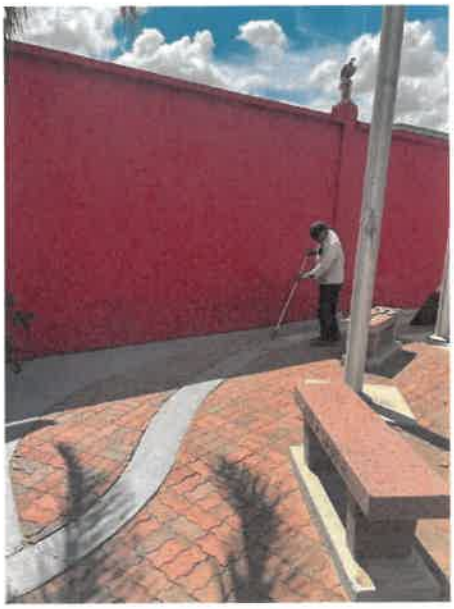




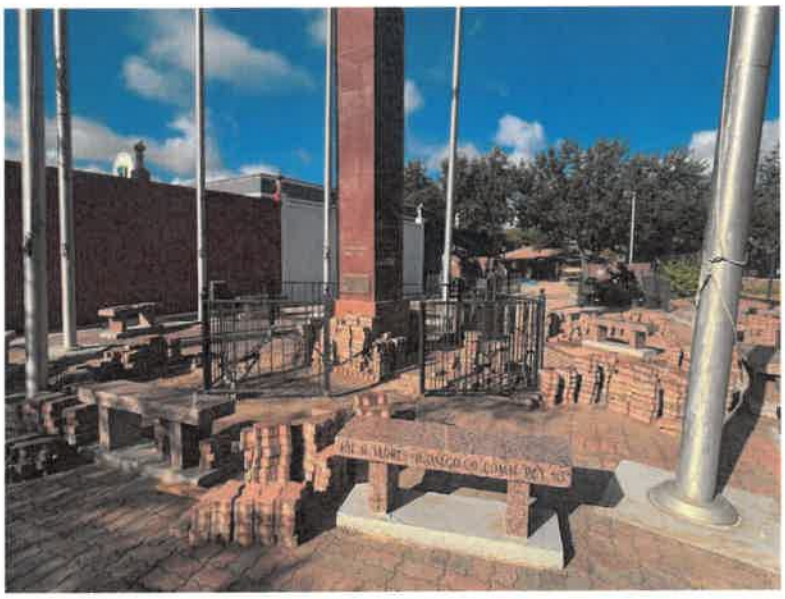


STUCCO and PAINTING of SOUTH WALL





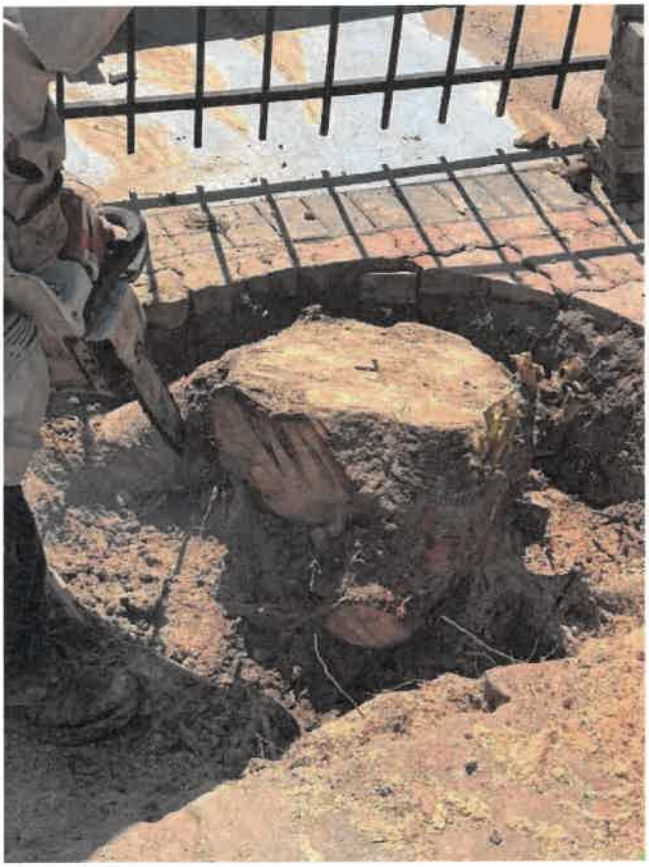




REMOVAL and REPLACEMENT of SETTLED BRICK PAVERS









FIRST ANNUAL TEJUNTO FESTIVAL at

LEO PENA PLACITA PARK



CITY OF MISSION

Information Technology

Departmental Report October 2026

Information Technology Department Overview

In partnership with other City of Mission departments, Information Technology's focus is to maintain core technologies; plan for technology evolution; promote centralized data storage and reporting; consolidate business operations on standardized applications; provide effective communication tools; and enhance local area network (LAN) and mobile connectivity in the most efficient, team oriented, and fiscally responsible manner so that City of Mission residents, businesses and visitors receive the best service possible.

Infrastructure and Long-Term Planning
Technology replacement plan completion: Replace or upgrade at least 100% of devices and network equipment scheduled for renewal each fiscal year.

25% Complete for Fiscal Year

Workforce Development and Innovation
Technology training and application: At least 90% of employees complete role-specific technology training and demonstrate application through a practical task or work sample annually.

10% Complete for Fiscal Year

Customer Service and Employee Morale
Technology support satisfaction: Achieve at least 95% help-desk ticket resolution.

480 Tickets Closed for October 2026.

Financial Stability and Accountability
Budget Compliance: Maintain 100% compliance with approved budgets and applicable funding requirements through monthly expenditure reviews, complete documentation, and timely corrective action.

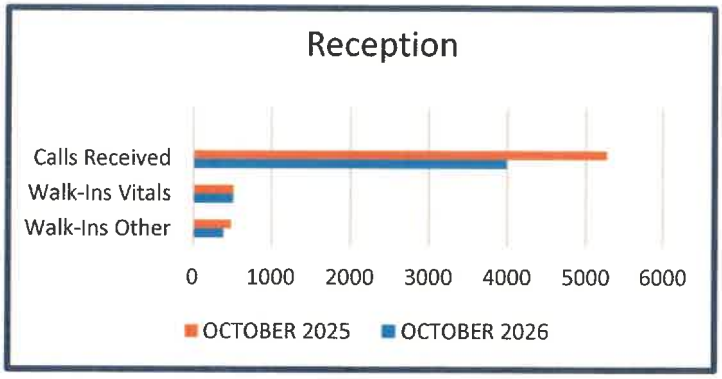
Currently within budget 100%

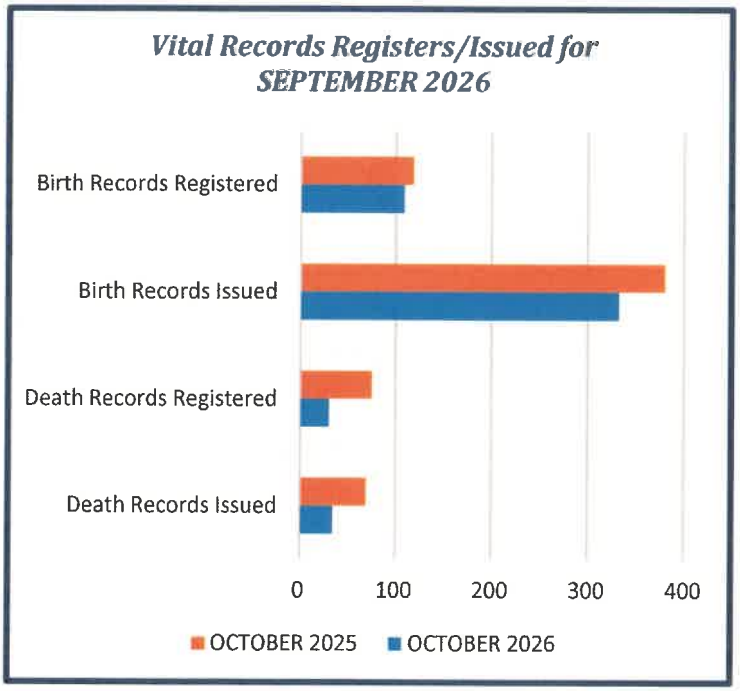
Sustainability and Resource Management
Responsible technology disposal: Ensure 100% of retired technology assets are reused, donated, or recycled through approved processes, with disposal and data-sanitization records maintained.

Currently 100 % of equipment has been disposed of responsibly.

CITY SECRETARY
MONTHLY REPORT – OCTOBER 2026

Reception		
OCTOBER	2026	2025
Calls Received	3,996	5,272
Walk-Ins-Vitals	515	515
Walk-Ins Other Departments	391	483

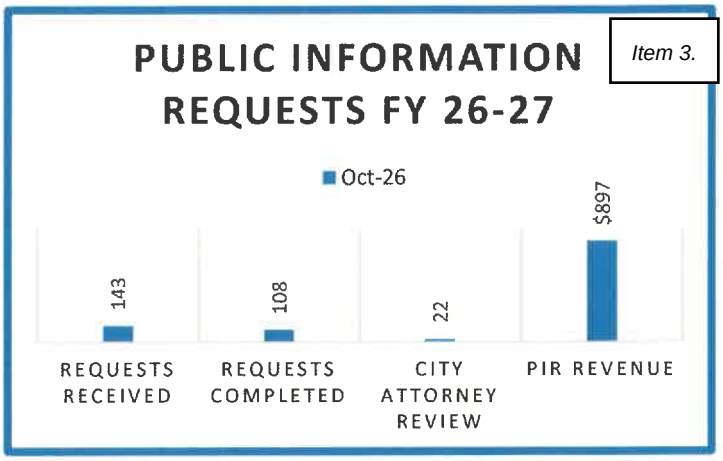




Vital Statistics				
	OCT 2026	FYTD 2026	OCT 2025	FYTD 2025
Birth Records Registered	109	109	118	118
Birth Records Issued	333	333	380	380
Death Records Registered	31	31	75	75
Death Records Issued	35	35	69	69
Funds Received	$8,551	$8,551	$9,362	$9,362

Cemetery					
2026-2027	Laurel Hill	San Jose	Catholic	Baby Space	YTD 26/27
Burials	1	0	4	0	5
Sold Spaces	0	0	0	0	0
2025-2026	Laurel Hill	San Jose	Catholic	Baby Space	YTD 24/25
Burials	5	1	1	0	7
Sold Spaces	0	0	0	0	0

PUBLIC INFORMATION REQUESTS FY 26-27		
	OCT 2026	FYTD 2026
Requests Received	143	143
Requests Completed/Closed	108	108
Requests Pending	35	35
Referred to City Attorney for Review	22	22
Submitted to Attorney General for Ruling	9	9
Cost Estimates/Invoices Issued	12	12
Payments Received	6	6
Total PIR Revenue Collected	$897	$897



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

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

AGENDA ITEM: Conduct a public hearing and consideration of a Conditional Use Permit for the Sale & On-Site Consumption of Alcoholic Beverages – ONYX Bar & Nightlife, being Lot 1, Alba Plaza Subdivision, in a (C-3) General Commercial District, located at 608 N. Shary Road, Suites 8, 9 & 10. Applicant: Fernando Montanado, Adoption of Ordinance #_____ - Cervantes

NATURE OF REQUEST:

Project Timeline:

- October 12, 2026 – Application for a Conditional Use Permit ("CUP") submitted to the City.
- October 19, 2026 – In accordance with State and local law, notice of the required public hearings mailed to all property owners within 200 feet of the subject tract.
- November 4, 2026 - Public hearing and consideration of the requested Conditional Use Permit by the Planning and Zoning Commission (P&Z).
- November 10, 2026 – Public hearing and consideration of the requested conditional use permit by the City Council.

Summary:

- The site is located approximately 180 feet North of E. 6TH Street within a commercial plaza along the east side of N. Shary Road.
- Pursuant to Section 1.43 (3)(F) of the City of Mission Code of Ordinances, the Sale & On-Site Consumptions of Alcoholic Beverages, as bars, cocktail lounges, taverns, cantinas, saloons, dancehalls, discotheques, discos, nightclubs or other similar operations requires the approval of a conditional use permit by the City Council.
- Access to the site is via a 34-foot driveway off N. Shary Road. This proposed nightclub will offer food, a VIP area, live music, and concerts.
- The applicant is leasing suites 8, 9 & 10 for a nightclub that will be named "ONYX".
- Proposed activities: The venue features nightlife events and private gatherings.
- The proposed hours of operation are as follows: Thursday through Sunday from 8:00 pm to 2:00 am.
- Staff: 15 employees
- Parking: There are a total of 165 seating spaces available, which require 55 parking spaces. Parking is held in common, and 138 spaces are shared with other businesses in the commercial plaza.
- Section 1.56-3 of the Zoning Code states that bars, cocktail lounges, taverns, cantinas, saloons, dancehalls, discotheques, discos, and nightclubs must be 300 feet from the nearest residence, church, school, or publicly owned property. There is a residential subdivision within 300 feet; however, P&Z and City Council have waived this separation requirement in previous conditional use permits.

- The last conditional use permit approved for this location was on December 2, 2025, for 1 year for a nightclub named Taboo.
- The Planning Staff has not received any objections to the request from the surrounding property owners. Staff mailed out (26) legal notices to the surrounding property owners.
- In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval as are needed to ensure that a use requested by a conditional use permit is compatible and complementary to adjacent properties.

STAFF RECOMMENDATION:

- Staff recommends the permit for 1 year approval to continue to assess this new operation
- Must comply with all City Codes (Building, Fire, Health, etc.)
- Waiver of the 300-foot separation requirement from residential homes.
- Compliance with TABC requirements.
- Hours of operation are Thursday through Sunday from 8:00 pm to 2:00 am
- Must comply with the noise ordinance
- Acquisition of a business license prior to occupancy
- Maximum occupancy is 114 people
- C.U.P. is not transferable to others.
- Must have a minimum of two (2) Level II security officers from 8:00 pm to 2:00 am or as required in section 1.56, Subsection 3 of the Code of Ordinances
- No valet parking allowed in the shared parking lot

Departmental Approval: Approval
Advisory Board Recommendation: **pending until P&Z Meeting on 11-4-2026**
City Manager's Recommendation: Approval JP7

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT FOR SALE & ON-SITE CONSUMPTION OF ALCOHOLIC BEVERAGES – ONYX BAR & NIGHTLIFE, BEING LOT 1, ALBA PLAZA SUBDIVISION, IN A (C-3) GENERAL COMMERICAL DISTRICT, LOCATED AT 608 N. SHARY ROAD, SUITES 8, 9 & 10.

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of November 4, 2026, the Planning and Zoning Commission of the City of Mission, upon duly recognized motion and second, voted to recommend to the City Council that the conditional use permit shown below be granted.

WHEREAS, the City Council of the City of Mission held a public hearing at 4:30 p.m. Monday, November 10, 2026, in the Council Chambers of the City Hall to consider the following conditional use permit:

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

Legal Description	Type	Conditions of Approval
608 N. Shary Road, Suites 8, 9, & 10 Being Lot 1, Alba Plaza Subdivision	Sale & On-site Consumption of Alcoholic Beverages – ONYX Bar & Nightlife in a (C-3) General Business District	• Staff recommends the permit for 1 year approval to continue to assess this new operation • Must comply with all City Codes (Building, Fire, Health, etc.) • Waiver of the 300-foot separation from residential homes • Compliance with TABC requirements • Hours of operation are Thursday through Sunday from 8:00 pm to 2:00 am • Must comply with the noise ordinance • Acquisition of a business license prior to occupancy • Maximum occupancy is 173 people • CUP not be transferable to others • Must have a minimum of three (3) Level II security officers from 8:00 pm to 2:00 am or as required in section 1.56, Subsection 3 of the Code of Ordinances • No valet parking allowed in the shared parking lot

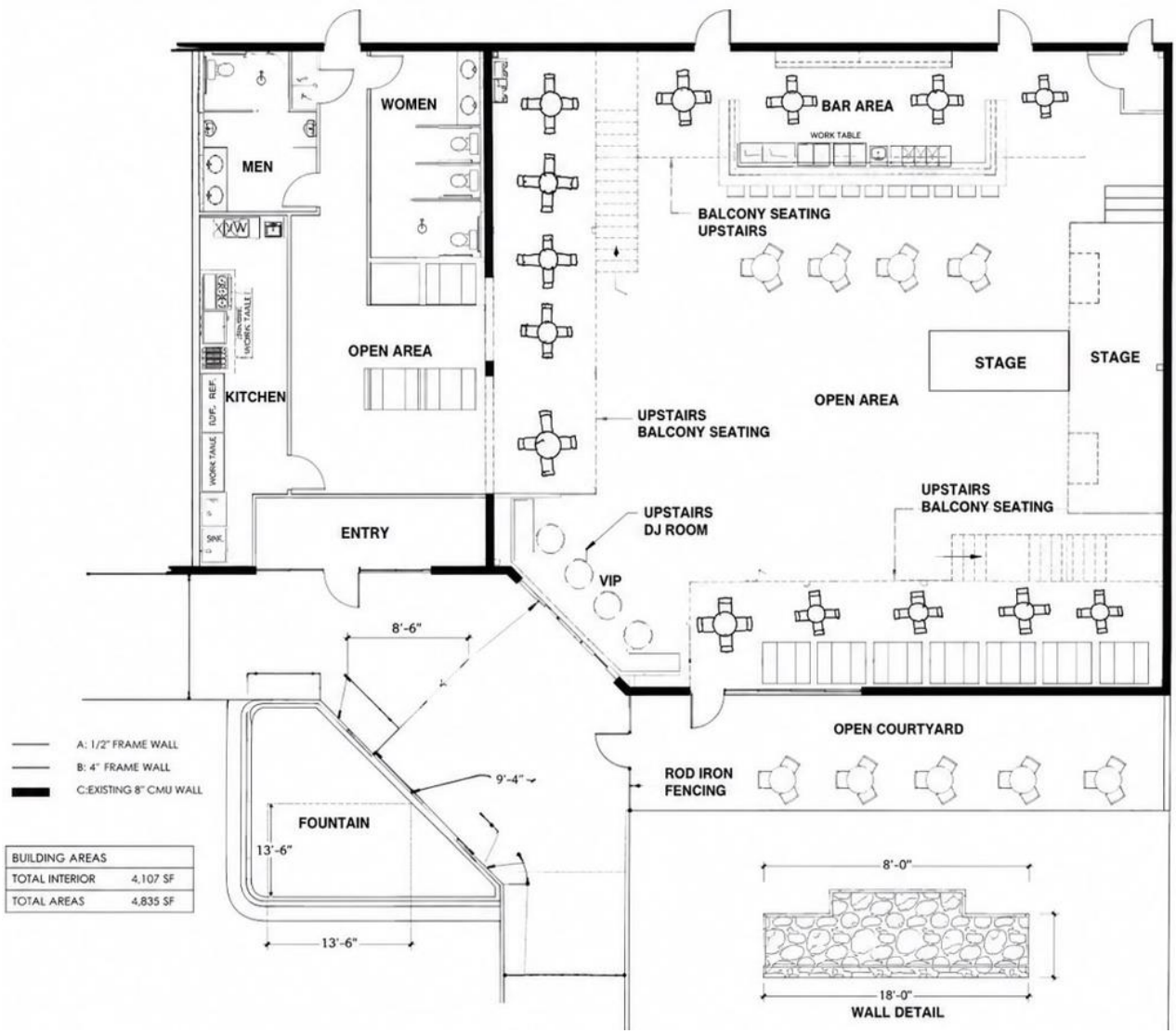
READ, CONSIDERED AND PASSED, this the 10th day of November, 2026.

_____
Norie Gonzalez Garza, Mayor

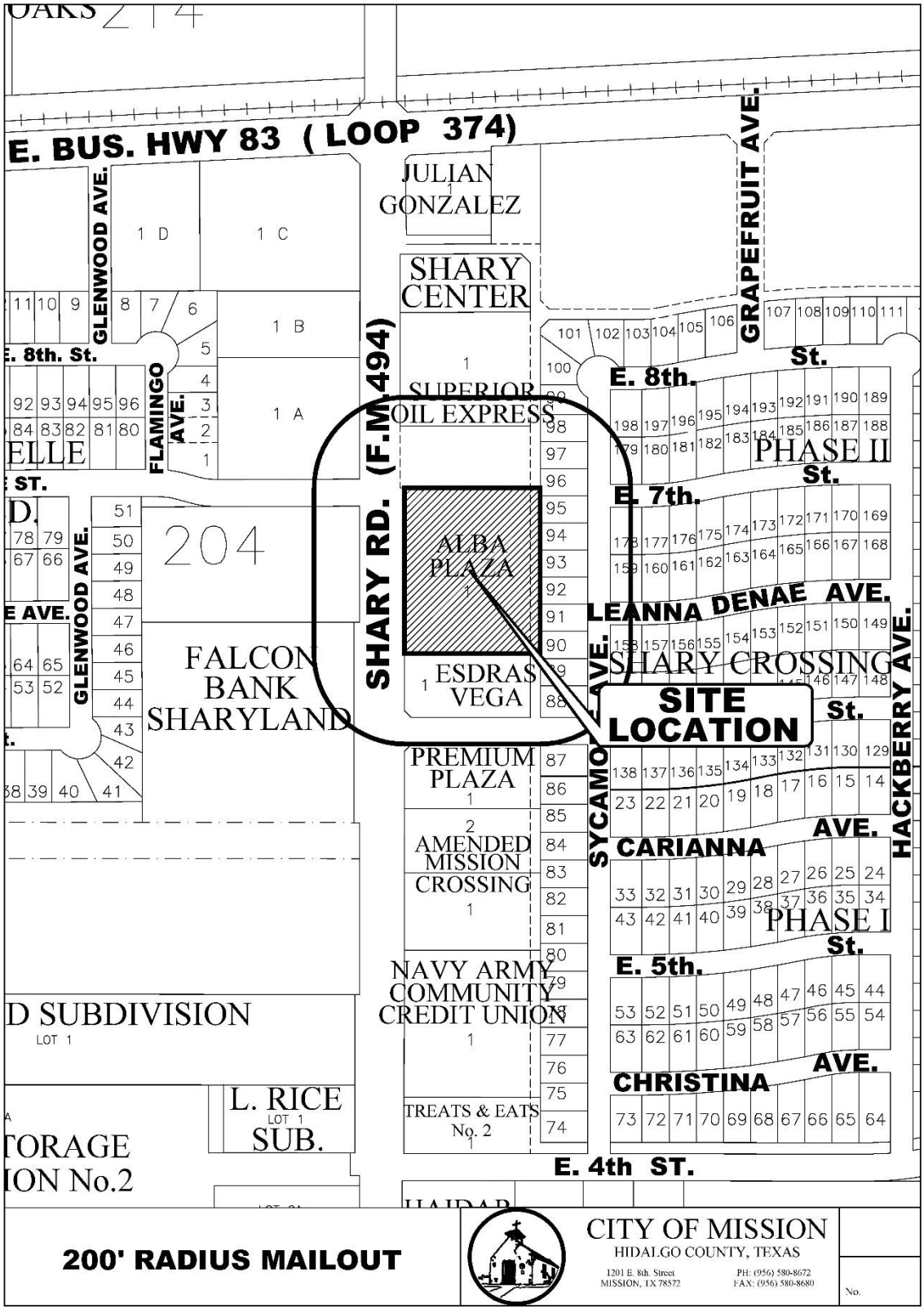
ATTEST:

_____
Anna Carrillo, City Secretary

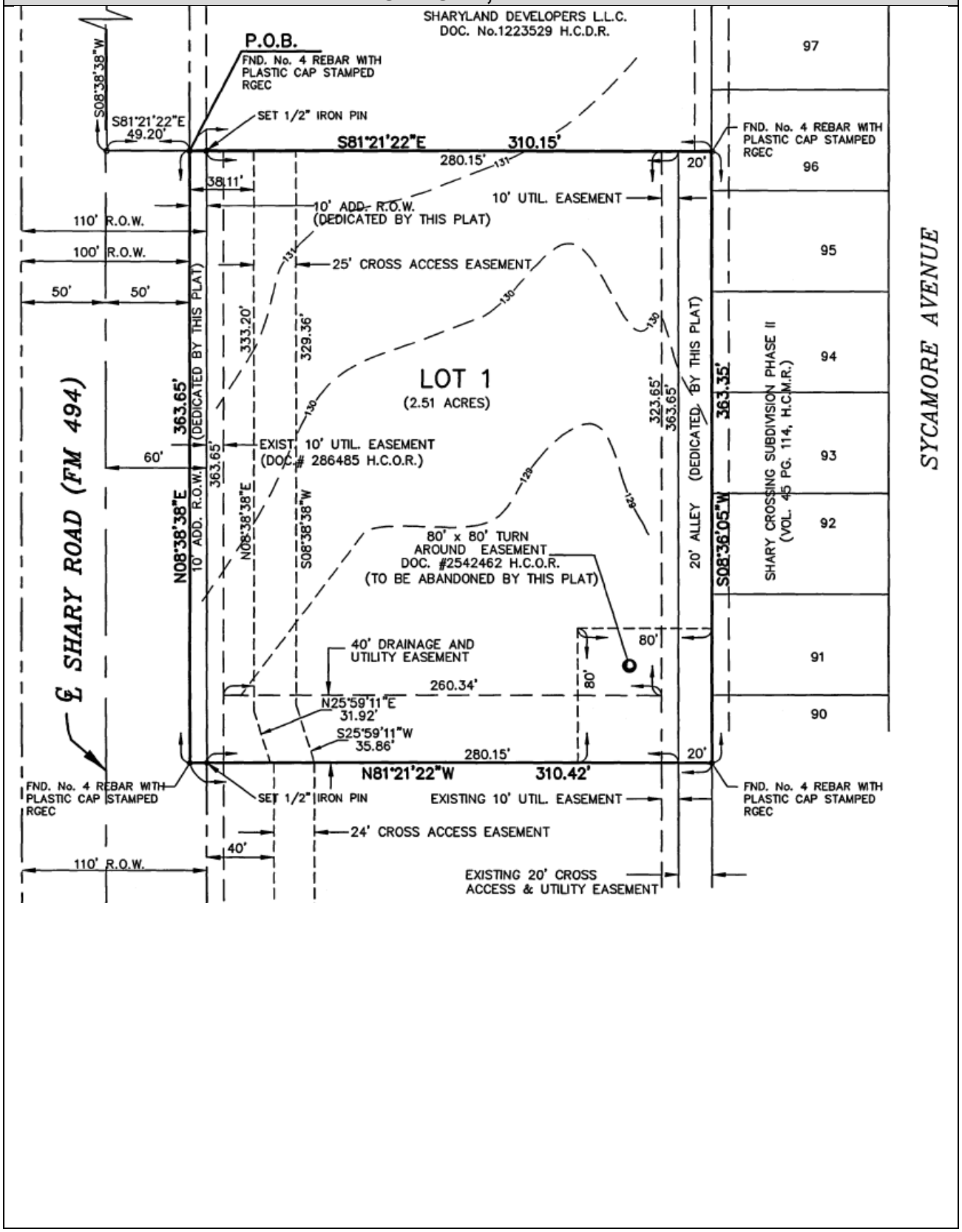
EXHIBIT "A"


WOMEN
MEN
BAR AREA
WORK TABLE
BALCONY SEATING
UPSTAIRS
OPEN AREA
KITCHEN
STAGE
STAGE
OPEN AREA
UPSTAIRS
BALCONY SEATING
UPSTAIRS
DJ ROOM
UPSTAIRS
BALCONY SEATING
ENTRY
VIP
8'-6"
OPEN COURTYARD
ROD IRON
FENCING
9'-4"
FOUNTAIN
13'-6"
13'-6"
8'-0"
18'-0"
WALL DETAIL
A: 1/2" FRAME WALL
B: 4" FRAME WALL
C:EXISTING 8" CMU WALL
BUILDING AREAS
TOTAL INTERIOR 4,107 SF
TOTAL AREAS 4,835 SF

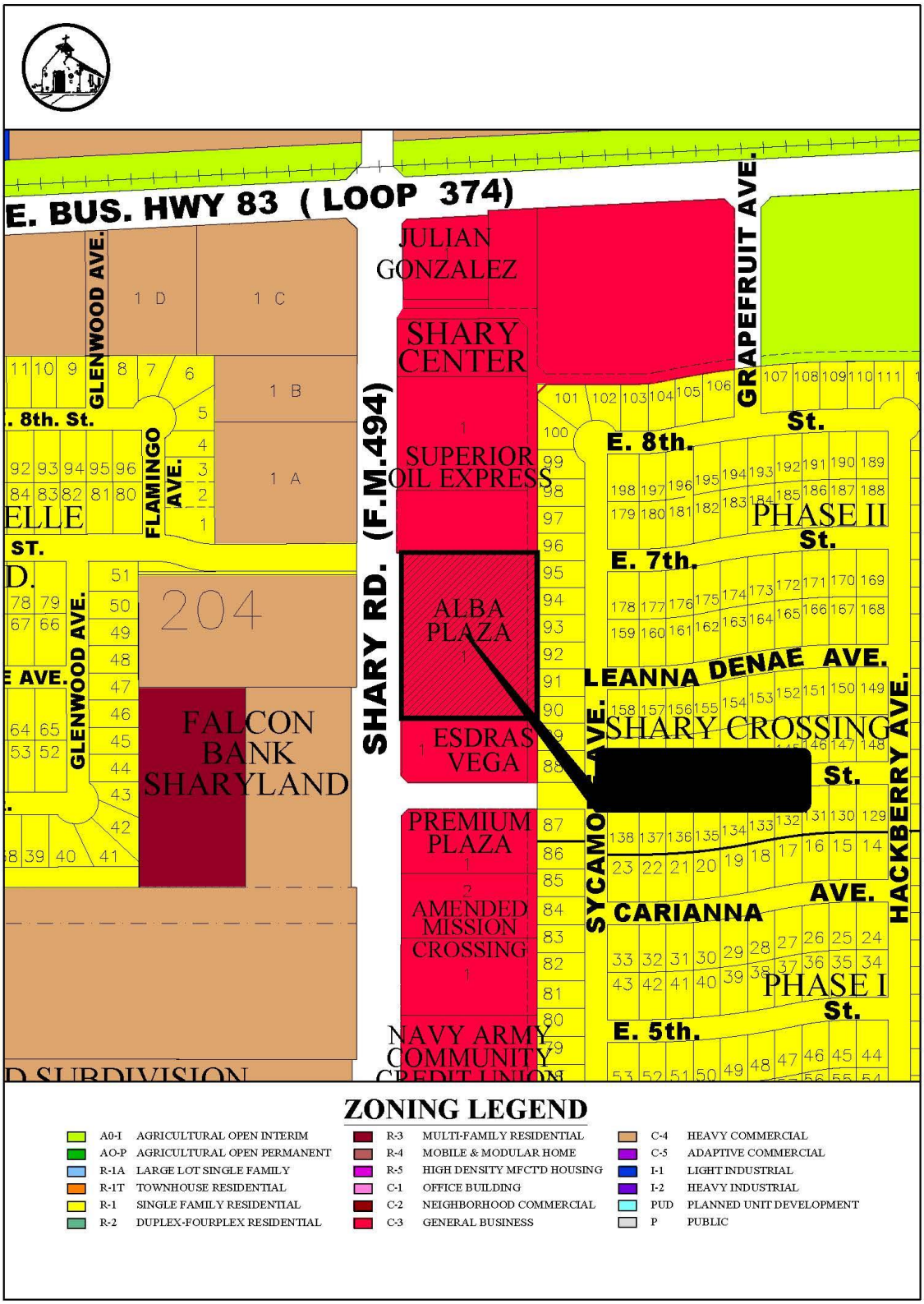
MAILOUT VICINITY MAP



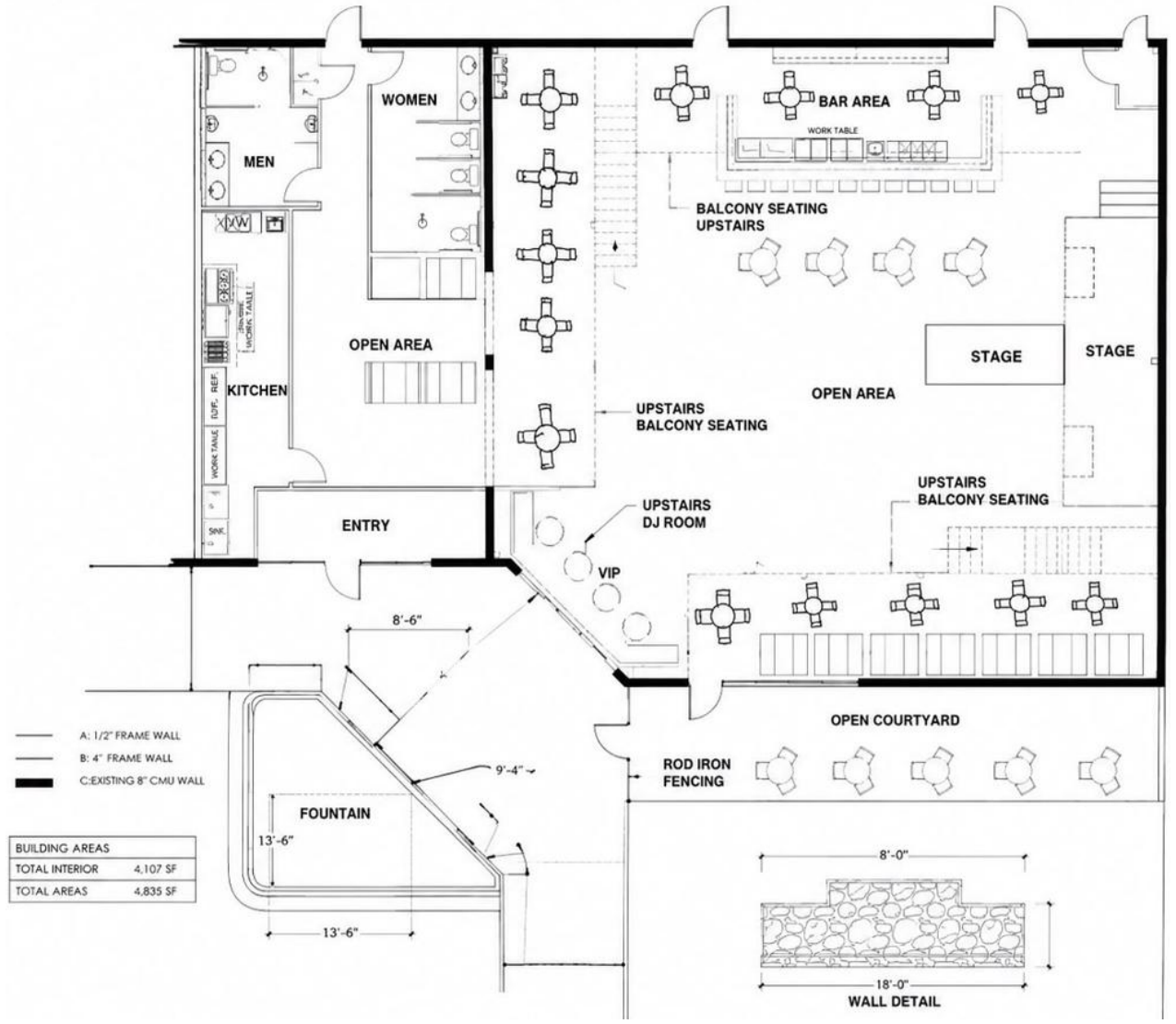
PLAT OF LOT 1, ALBA PLAZA



ZONING MAP


E. BUS. HWY 83 (LOOP 374)
GLENWOOD AVE.
FLAMINGO AVE.
SHARY RD. (F.M.494)
GRAPEFRUIT AVE.
HACKBERRY AVE.
SYCAMORE AVE.
JULIAN GONZALEZ
SHARY CENTER
SUPERIOR OIL EXPRESS
ALBA PLAZA
ESDRAS VEGA
PREMIUM PLAZA
AMENDED MISSION CROSSING
NAVY ARMY COMMUNITY CREDIT UNION
FALCON BANK SHARYLAND
204
1 A
1 B
1 C
1 D
E. 8th.
E. 7th.
E. 5th.
St.
LEANNA DENAE AVE.
SHARY CROSSING
CARIANNA AVE.
PHASE II
PHASE I
ZONING LEGEND
A0-I AGRICULTURAL OPEN INTERIM
AO-P AGRICULTURAL OPEN PERMANENT
R-1A LARGE LOT SINGLE FAMILY
R-1T TOWNHOUSE RESIDENTIAL
R-1 SINGLE FAMILY RESIDENTIAL
R-2 DUPLEX-FOURPLEX RESIDENTIAL
R-3 MULTI-FAMILY RESIDENTIAL
R-4 MOBILE & MODULAR HOME
R-5 HIGH DENSITY MFCTD HOUSING
C-1 OFFICE BUILDING
C-2 NEIGHBORHOOD COMMERCIAL
C-3 GENERAL BUSINESS
C-4 HEAVY COMMERCIAL
C-5 ADAPTIVE COMMERCIAL
I-1 LIGHT INDUSTRIAL
I-2 HEAVY INDUSTRIAL
PUD PLANNED UNIT DEVELOPMENT
P PUBLIC

FLOOR PLAN


WOMEN
MEN
BAR AREA
WORK TABLE
BALCONY SEATING
UPSTAIRS
OPEN AREA
STAGE
STAGE
KITCHEN
OPEN AREA
UPSTAIRS
BALCONY SEATING
UPSTAIRS
BALCONY SEATING
ENTRY
UPSTAIRS
DJ ROOM
VIP
8'-6"
OPEN COURTYARD
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B: 4" FRAME WALL
C:EXISTING 8" CMU WALL
9'-4"
ROD IRON
FENCING
FOUNTAIN
13'-6"
BUILDING AREAS
TOTAL INTERIOR 4,107 SF
TOTAL AREAS 4,835 SF
13'-6"
8'-0"
18'-0"
WALL DETAIL

PICTURES



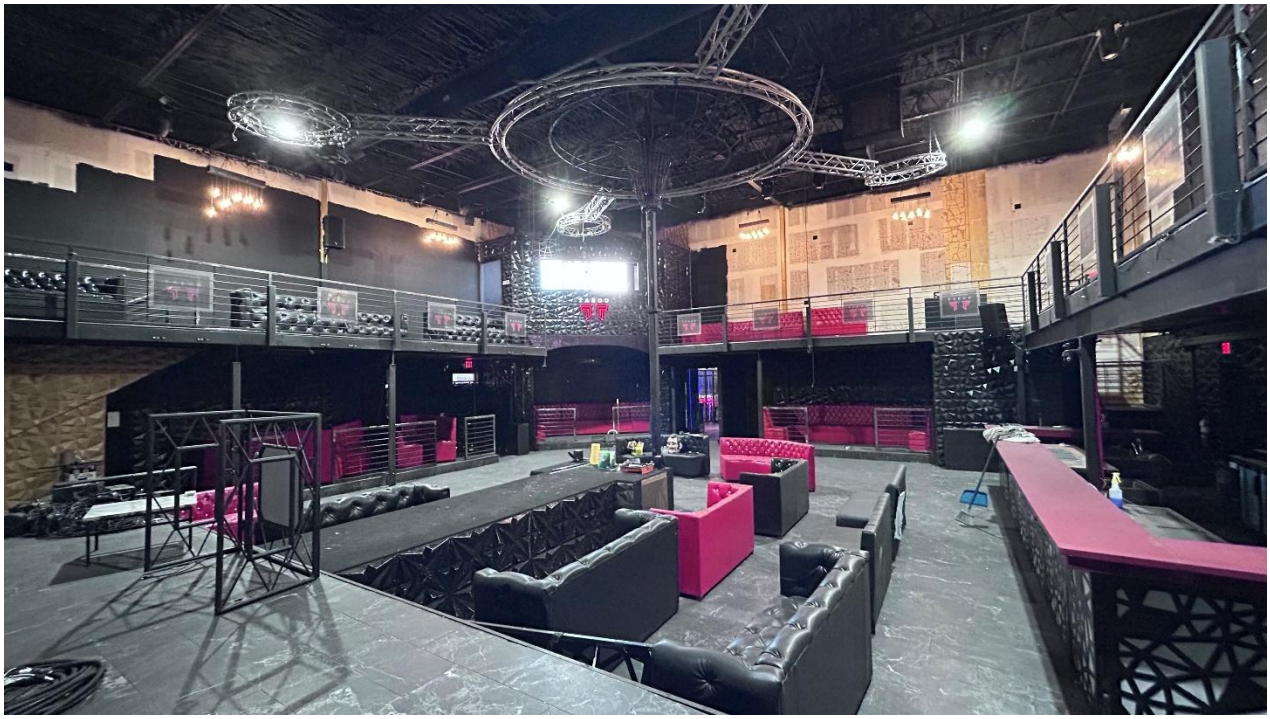


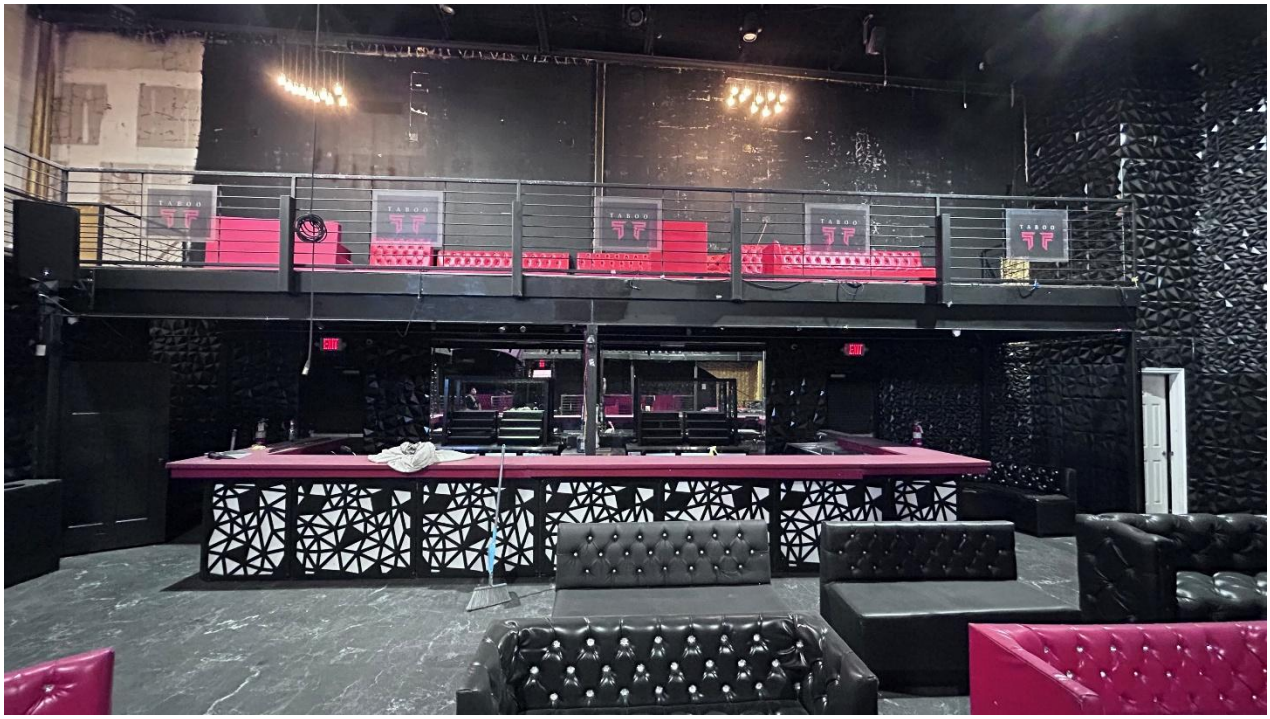
PICTURES





PICTURES





MAILOUT

PROP_ID	name	addrDelive	addrCity	addrState	addrZip
684555	CISNEROS KRYSTAL NALLEY	2421 E 6TH AVE	MISSION	TX	78572-1962
684504	MARTINEZ ENRIQUE C & VERONICA M	601 SYCAMORE AVE	MISSION	TX	78572-1978
684505	RODRIGUEZ ILEANA	603 SYCAMORE AVE	MISSION	TX	78572
684506	MARTINEZ ANNETTE	605 SYCAMORE AVE	MISSION	TX	78572-1978
684575	NUNEZ JOSE ANTONIO OVIEDO	2421 LEANNE DENAE AVE	MISSION	TX	78572-1964
684595	ZHENG DA MEI	2421 E 7TH AVE	MISSION	TX	78572-1946
684508	GONZALEZ ARMANDO F JR	1702 JONATHON DR	MISSION	TX	78572-8564
684510	GARCIA DIANA GUILLERMINA ALMARAZ	709 SYCAMORE AVE	MISSION	TX	78572
684574	CASTELLANOS SILVIA LUCERO LAM	2420 LEANNA DENAE AVE	MISSION	TX	78572-1975
684594	PENA ALEJANDRO TREVINO	2420 E 7TH AVE	MISSION	TX	78572-1947
684507	GUERRERO NANCY GONZALEZ	607 SYCAMORE AVE	MISSION	TX	78572-1978
684509	ESTRADA OMAR A	611 SYCAMORE AVE	MISSION	TX	78572-1978
684511	PALACIOS CARLOS AVILA	615 SYCAMORE AVE	MISSION	TX	78572-1978
684512	FULANITO INC	7416 N 4TH ST	MCALLEN	TX	78504
684513	GUERRERO SELENE	703 SYCAMORE AVE	MISSION	TX	78572-1984
684514	ZORILLA JORGE J REVILLA GUTIERREZ	705 SYCAMORE AVE	MISSION	TX	78572-1984
684515	CASTILLO FRANCISCO JAVIER ALVARADO	707 SYCAMORE AVE	MISSION	TX	78572-1984
20827570	NEW MILLENNIUM L INVESTMENTS INC	711 W NOLANA 103 M	MCALLEN	TX	78504
685429	LERMA MIGUEL & LOURDES	2426 E 21ST	MISSION	TX	78572-3391
960387	YAMELS LLC	2000 WESTMINSTER CIR	BROWNSVILLE	TX	78521-3666
1471062	PRO HOME INVESTMENTS LLC	200 S 10TH ST STE 1601-A	MCALLEN	TX	78501-4859
1308162	AURIEL INVESTMENTS LLC	1200 AUBURN AVE STE 250	MCALLEN	TX	78504-1403
1238655	PRO HOME INVESTMENTS LLC	200 S 10TH ST STE 1601-A	MCALLEN	TX	78501-4859
1561200	BRADEN & TREYTON HOLDINGS LTD	605 W JAVELINA DR	PHARR	TX	78577-9470
818962	J & M VALLEY INVESTMENT LLC	710 N SHARY RD	MISSION	TX	78572-9745
1308059	MIRABELLE OWNERS ASSOCIATION INC	813 N MAIN ST STE	MCALLEN	TX	78501-0004

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

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

AGENDA ITEM: Conduct a Public hearing and consideration of a Conditional Use Permit Renewal for an Event Center – Events on Conway in a (C-3) General Business District, being all of Lots 1 & 1-A through 1-K, Resubdivision of Lots 1 and 1L, Conway Plaza Subdivision, located at 2002 N. Conway Avenue, Suite E, Applicant: Christopher Rosales, Adoption of Ordinance #_____ - Cervantes

NATURE OF REQUEST:

Project Timeline:

- September 28, 2026 – Application for a Conditional Use Permit ("CUP") submitted to the City.
- October 5, 2026 – In accordance with State and local law, notice of the required public hearings mailed to all property owners within 200 feet of subject tract.
- October 21, 2026 - Public hearing and consideration of the requested Conditional Use Permit by the Planning and Zoning Commission (P&Z).
- November 10, 2026 – Public hearing and consideration of the requested conditional use permit by the City Council.

Summary:

- The site is located 260 feet North of East 20th Street along the East side of N. Conway Avenue.
- Pursuant to Section 1.43 (3)(F) of the City of Mission Code of Ordinances, an Event Center requires the approval of a conditional use permit by the City Council.
- The applicant is proposing the renewal of his conditional use permit for the Event Center.
- The venue features several types of events and private gatherings.
- The proposed hours of operation are as follows: Sunday through Saturday from 10:00 a.m. to 12:00 a.m.
- Staff will be 2 employees
- Parking: Due to the total of 40 seating spaces, which requires 13 parking spaces (40 seats/1 space for every 3 seats = 13 parking spaces. It is noted that the parking area is held in common (57 existing parking spaces) and shared with other businesses.
- The Planning Staff has not received any objections to the request from the surrounding property owners. Staff mailed out (21) legal notices to the surrounding property owners.
- In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval as are needed to ensure that a use requested by a conditional use permit is compatible and complementary to adjacent properties.

STAFF RECOMMENDATION:

- Staff recommends approval for two (2) years,
- Must continue to comply with all City Codes (Building, Fire, Health, etc.),
- Hours of operation are Sunday through Saturday from 10:00 a.m. to 12:00 a.m.
- Must comply with the noise ordinance
- CUP is not transferable to others

- Maximum occupancy is 42 people

Departmental Approval: Approval

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *JPT*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT RENEWAL FOR AN EVENT CENTER – EVENTS ON CONWAY IN A (C-3) GENERAL BUSINESS DISTRICT, BEING ALL OF LOTS 1 & 1-A THROUGH 1-K, RESUBDIVISION OF LOTS 1 AND 1L, CONWAY PLAZA SUBDIVISION, LOCATED AT 2002 N. CONWAY AVENUE, SUITE E

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of October 21, 2026, the Planning and Zoning Commission of the City of Mission upon duly recognized motion and second, voted to recommend to the City Council that the conditional use permit shown below be granted.

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Tuesday, November 10, 2026, in the Council Chambers of the City Hall to consider the following conditional use permit:

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

Legal Description	**Type**	**Conditions of Approval**
2002 N. Conway Avenue, Suite E All of Lots 1 & 1-A through 1-K, Resubdivision of Lots 1 and 1L, Conway Plaza Subdivision	An Event Center in a (C-3) General Business District	1. 2 year permit to continue to assess this business 2. Must continue to comply with all City Codes (Building, Fire, Health, etc.) 3. Hours of operation are Sunday through Saturday from 10:00 a.m. to 12:00 a.m. 4. Must comply with the noise ordinance 5. CUP is not transferable to others 6. Maximum occupancy is 42 people

READ, CONSIDERED AND PASSED, this the 10th day of November, 2026.

_____
Norie Gonzalez Garza, Mayor

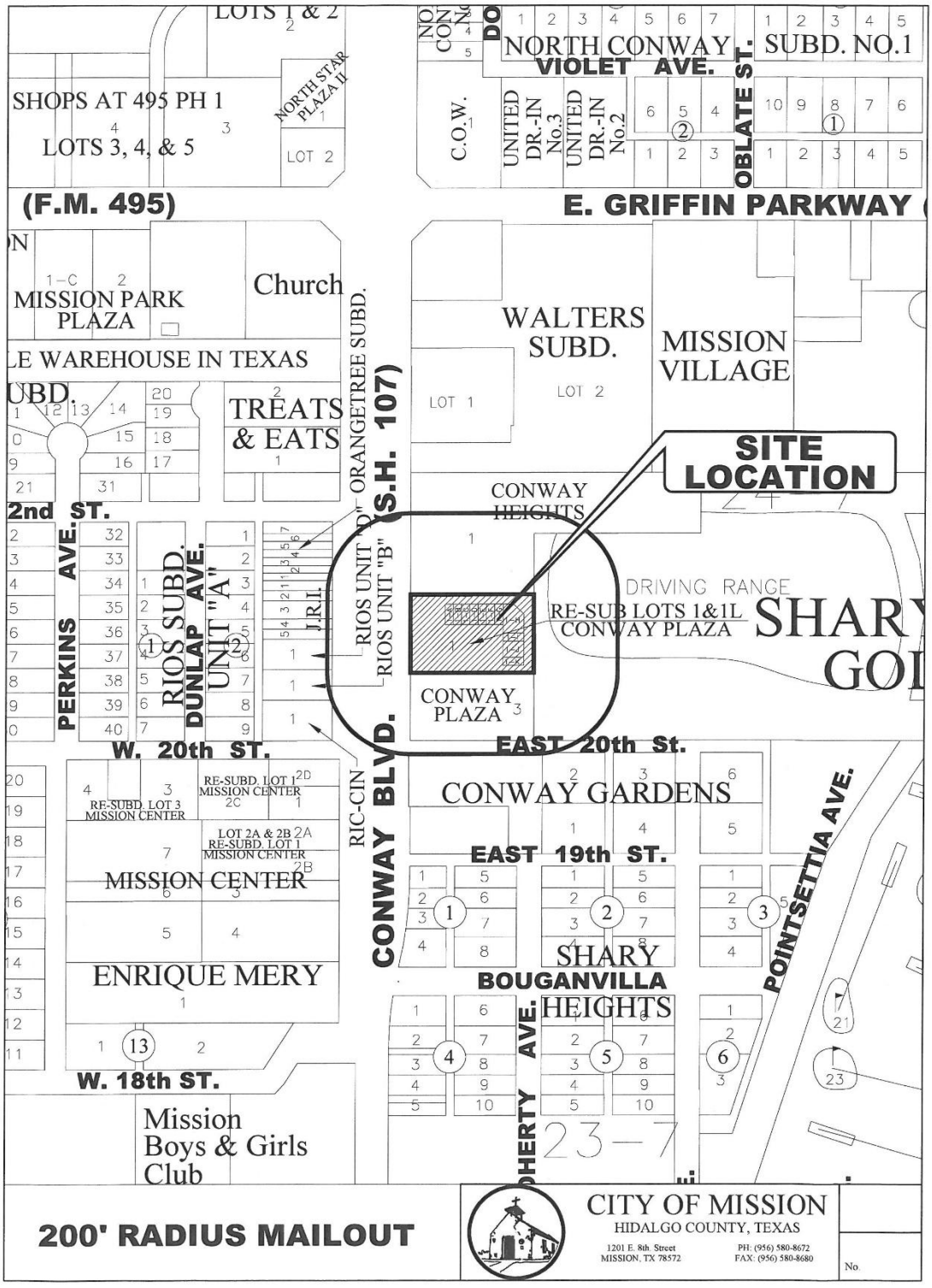
ATTEST:

_____
Anna Carrillo, City Secretary

EXHIBT “A”


SITE
LOCATION
N CONWAY AVE
Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

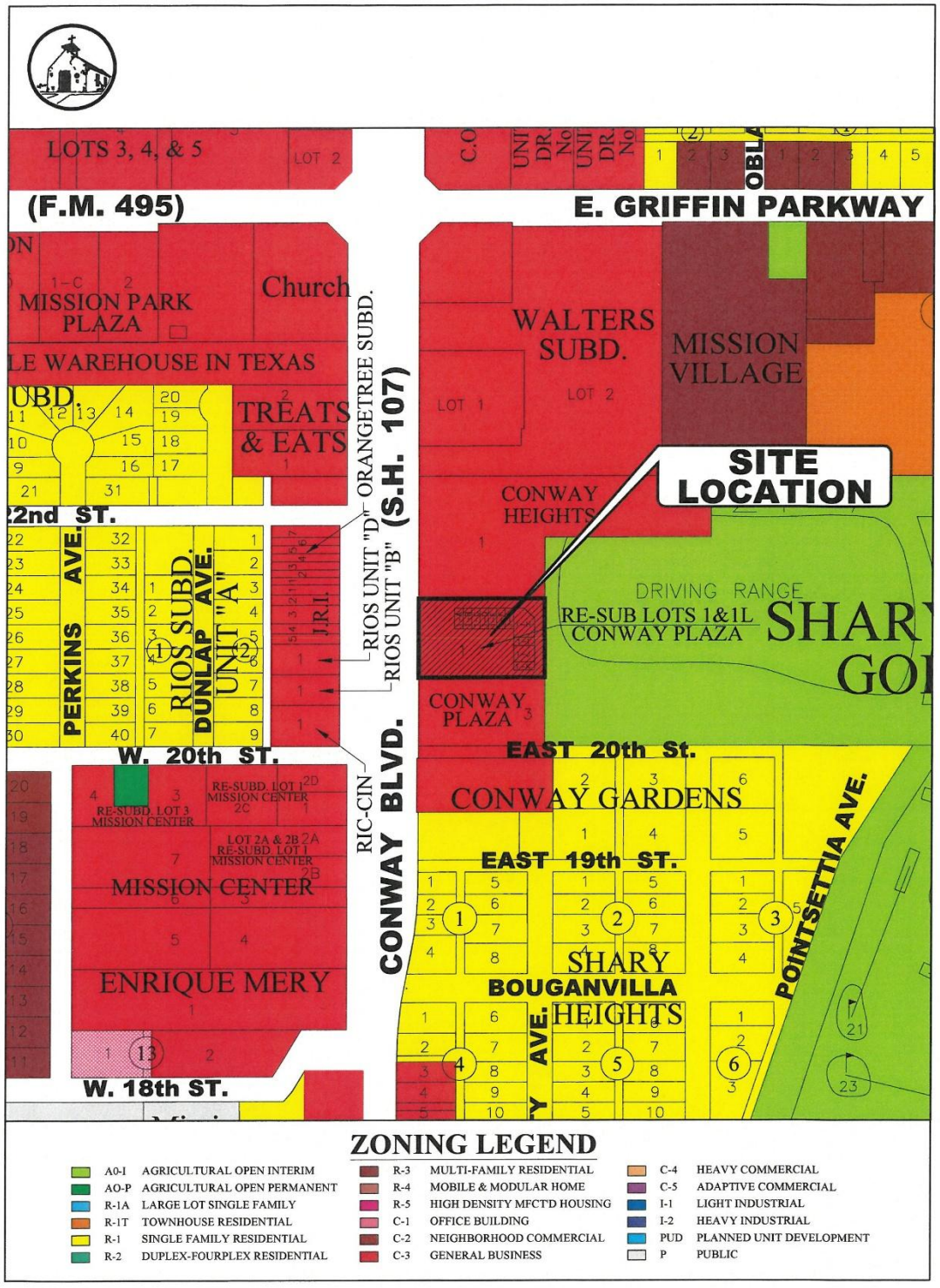
LEGAL NOTICE MAP



AERIAL PHOTO



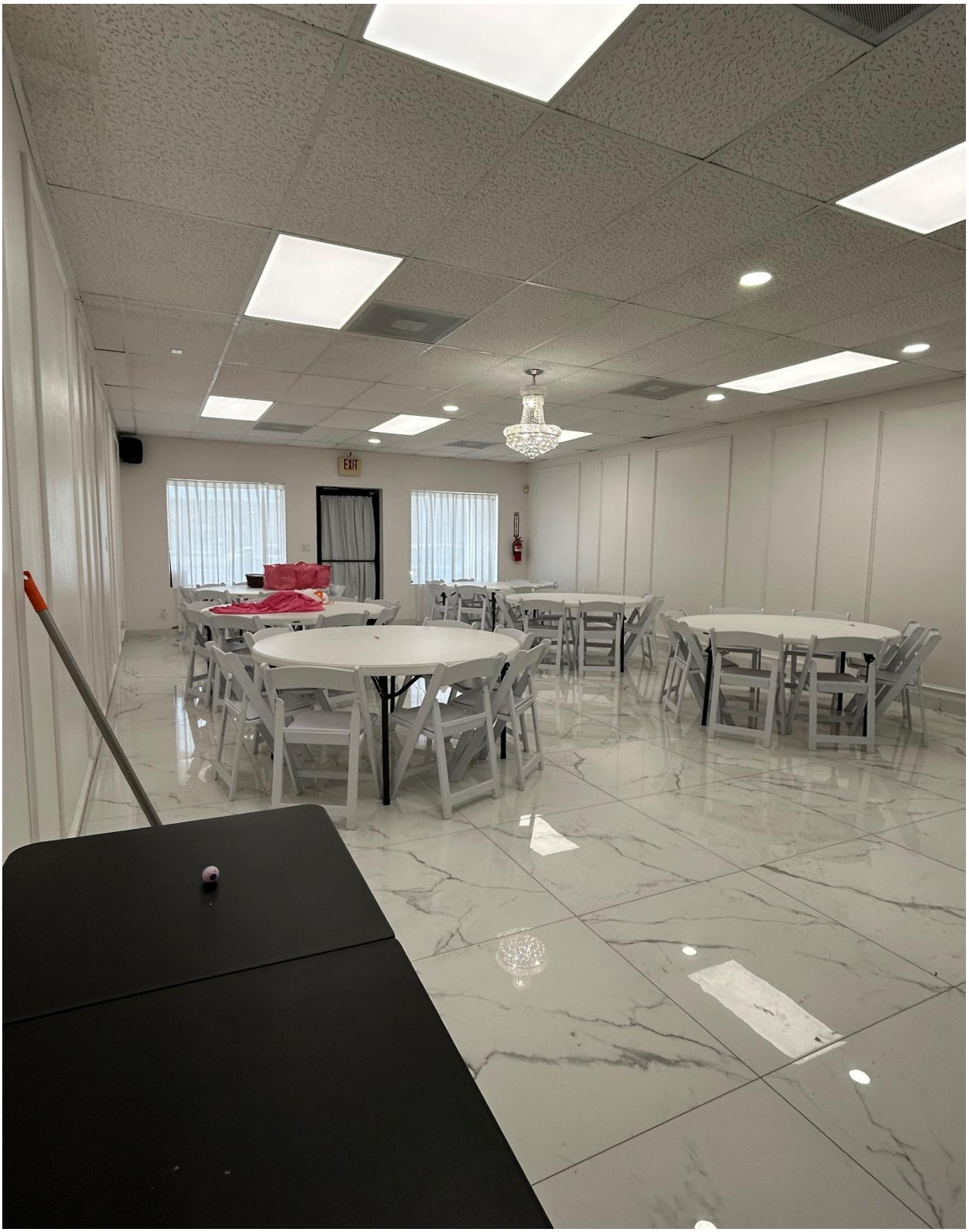
ZONING MAP


LOTS 3, 4, & 5
(F.M. 495)
E. GRIFFIN PARKWAY
MISSION PARK PLAZA
Church
LE WAREHOUSE IN TEXAS
TREATS & EATS
WALTERS SUBD.
MISSION VILLAGE
SITE LOCATION
CONWAY HEIGHTS
DRIVING RANGE
RE-SUB LOTS 1&1L CONWAY PLAZA
SHARY GOL
CONWAY PLAZA
22nd ST.
PERKINS AVE.
RIOS SUBD.
DUNLAP AVE.
UNIT "A"
J.R.L.
RIOS UNIT "D"
RIOS UNIT "B"
ORANGETREE SUBD.
(S.H. 107)
CONWAY BLVD.
RIC-CIN
W. 20th ST.
EAST 20th St.
CONWAY GARDENS
EAST 19th ST.
POINTSETTIA AVE.
RE-SUBD. LOT 3 MISSION CENTER
RE-SUBD. LOT 1 MISSION CENTER
LOT 2A & 2B RE-SUBD. LOT 1 MISSION CENTER
MISSION CENTER
ENRIQUE MERY
SHARY BOUGANVILLA HEIGHTS
W. 18th ST.
ZONING LEGEND
A0-I AGRICULTURAL OPEN INTERIM
AO-P AGRICULTURAL OPEN PERMANENT
R-1A LARGE LOT SINGLE FAMILY
R-1T TOWNHOUSE RESIDENTIAL
R-1 SINGLE FAMILY RESIDENTIAL
R-2 DUPLEX-FOURPLEX RESIDENTIAL
R-3 MULTI-FAMILY RESIDENTIAL
R-4 MOBILE & MODULAR HOME
R-5 HIGH DENSITY MFCT'D HOUSING
C-1 OFFICE BUILDING
C-2 NEIGHBORHOOD COMMERCIAL
C-3 GENERAL BUSINESS
C-4 HEAVY COMMERCIAL
C-5 ADAPTIVE COMMERCIAL
I-1 LIGHT INDUSTRIAL
I-2 HEAVY INDUSTRIAL
PUD PLANNED UNIT DEVELOPMENT
P PUBLIC

EXTERIOR PHOTO



INTERIOR PHOTO



INTERIOR PHOTO



MAILOUT LIST

PROP_ID	name	addrDelive	addrCity	addrState	addrZip
316864	LILA-TESS INVESTMENTS LTD	2321 ORANGE ST	MISSION	TX	78574-2425
153938	ENRIQUEZ GUADALUPE Jr	2101 S 29 1/2 ST	MCALLEN	TX	78503-8027
533964	DAVIS L MICHAEL	504 LAS BRISAS	MISSION	TX	78574-2367
533967	DAVIS L MICHAEL	504 LAS BRISAS	MISSION	TX	78574-2367
533968	DAVIS L MICHAEL	504 LAS BRISAS	MISSION	TX	78574-2367
533970	2025 INVESTMENTS LLC	2025 N CONWAY AVE	MISSION	TX	78572-2965
559994	TOMELGLO LLC	1207 E 29TH ST	MISSION	TX	78574-3745
533966	DAVIS L MICHAEL	504 LAS BRISAS	MISSION	TX	78574-2367
520493	GARCIA JULIO CESAR	25 CALLE ANACUA	BROWNSVILLE	TX	78520-7303
539586	MISSION QUICK LUBE INC	2001 N CONWAY AVE	MISSION	TX	78572-2965
548154	BANK OF SOUTH TEXAS	840 N CAGE BLVD	PHARR	TX	78577-3106
559991	SALINAS RICARDO LEE	2011 N CONWAY AVE	MISSION	TX	78572-2965
559993	CHAPA NOE & JAYNIE	1617 DEBBY LN	MISSION	TX	78572-7717
559990	ZAMORA SANDRA	1812 ALEX DR	MISSION	TX	78572-8565
559992	MACIAS-ZAMORA CYNTHIA	722 WINDSOR GLEN DR	MISSION	TX	78572
559989	CEPEDA LIZZETH ALEXANDRA	4001 WARE DEL NORTE	MCALLEN	TX	78504
533621	CITY OF MISSION	1201 E 8TH ST	MISSION	TX	78572-5812
627049	SCURLOCK LEASING LLC	902 BIG HORN DR	EDINBURG	TX	78542-0744
316922	CITY OF MISSION	1201 E 8TH ST	MISSION	TX	78572-5812
153943	SANBRO INVESTMENTS LP	2200 N CONWAY AVE	MISSION	TX	78572-2968
1067324	VIRGIL WILSON MORTUARY	2200 N CONWAY AVE	MISSION	TX	78572-2968

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

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

AGENDA ITEM: Discussion and Possible Action on Matters Related to Adoption of Ordinance #____ amending Appendix A, Article V, Section 1.20 and Section 1.21 of the City of Mission Code of Ordinances regarding the governing-body hearing notice, publication requirement, and the posting of a notice sign on the affected property – Cervantes

NATURE OF REQUEST:

The City's current zoning regulations establish certain hearing notice and publication requirements regarding proposed zoning amendments in Section 1.20 and Section 1.21.

The Texas Legislature has subsequently amended Chapter 211 of the Texas Local Government Code, through House Bill 24, effective September 1, 2025, amending the governing-body hearing notice requirement in Section 211.006(a) notice published in the newspaper and, if applicable, on the City's website before the 15th day before the hearing, and added Section 211.0073, which requires the Zoning Commission of a home-rule city to post a sign on the affected property (or in the public right-of-way for a City initiated change affecting multiple properties) no later than the 10th day before the Commission's hearing on a proposed change in zoning classification that does not apply to the whole City, and to keep it posted until the Council's final determination.

Staff is recommending that the City Council amend Section 1.20 and Section 1.21 to comply with House Bill 24.

The propose ordinance would do the following:

- Published notice in the newspaper and, if applicable, on the City's website before the 15th day before the hearing
- Post a (24 by 48 inches) sign at the affected property (or in the public right-of-way for a City initiated change affecting multiple properties) no later than the 10th day before the Commission's hearing on a proposed change in zoning classification that does not apply to the whole City, and to keep it posted until the Council's final determination.

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

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

BID AMOUNT: $_____

STAFF RECOMMENDATION:

Approval of ordinance amendment.

Departmental Approval: Approval

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval JP7

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AMENDING THE CODE OF ORDINANCES APPENDIX A, ARTICLE V, SECTION 1.20 – PROCEDURE, AND SECTION 1.21 – PUBLIC HEARINGS, AMENDING THE GOVERNING-BODY HEARING NOTICE, PUBLICATION REQUIREMENT, AND TO POST A NOTICE SIGN ON THE AFFECTED PROPERTY; PROVIDING FOR CONFORMITY WITH APPLICABLE STATE LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Mission, Texas is a home-rule municipality possessing the full power of local self-governance pursuant to Article XI, Section 5 of the Texas Constitution; and

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

WHEREAS, Appendix A, Article V, Section 1.20 and Section 1.21 of the City of Mission Code of Ordinances presently establishes certain hearing notice and publications requirements concerning proposed zoning amendments; and

WHEREAS, Section 1.20(3) presently requires written notices of all public hearing on proposed changes in classifications to be sent out as few as ten (10) days before any such hearing is held and has no sign requirement.

WHEREAS, Section 1.21 presently allows the City Council hearing to be held as few as ten (10) days after a single newspaper publication and does not require website publication.

WHEREAS, the Texas Legislature amended Chapter 211 of the Texas Local Government Code through House Bill 24, effective September 1, 2025, amending the governing-body hearing-notice requirement in Section 211.006(a) notice published in the newspaper and, if applicable, on the City's website before the 15th day before the hearing, and added Section 211.0073, which requires the Zoning Commission of a home-rule city to post a sign on the affected property (or in the public right-of-way for a City-initiated change affecting multiple properties) no later than the 10th day before the Commission's hearing on a proposed change in zoning classification that does not apply to the whole City, and to keep it posted until the Council's final determination.

WHEREAS, the City Council desires to amend Section 1.20 and Section 1.21 to be in compliance with the amended Chapter 211 of the Texas Local Government Code through House Bill 24; and

WHEREAS, The Planning and Zoning Commission of the City of Mission held a public hearing on the proposed amendment to Section 1.20 and Section 1.21 on October 21, 2026, after notice as required by law, and has submitted its final report to the City Council recommending

approval of the proposed amendment, in accordance with Section 211.006 & Section 211.0073 of the Texas Local Government Code; and

WHEREAS, the City Council of the City of Mission has determined that the amendments contained herein are in the best interests of the citizens of Mission to amend the Code of Ordinances as set forth below;

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

SECTION 1. AMENDMENT OF APPENDIX A, ARTICLE V, SECTION 1.20 AND 1.21

Subsection (3) of Appendix A, Article V, Section 1.20 of the Code of Ordinances of the City of Mission, Texas entitled "Procedure" and Section 1.21 entitled "Public Hearings," are hereby amended by adding the language underlined (added) and deleting the language that is (~~stricken~~) to read as follows: *The remaining sections are to remain in force.

Section 1.20 – Procedure.

Before taking action on any proposed amendment, supplement, or change:

1. The city council shall submit the proposed revision to the planning and zoning commission for its recommendations and reports.
2. The planning and zoning commission shall make a preliminary report and hold public hearings thereon before submitting its final report.
3. Written notices of all public hearings on proposed changes in classifications shall be sent to the address of record of all owners of property, or to the person rendering the property for city taxes, affected by such proposed changes in classification and to the address of records of all owners of property, or to the person rendering the property for city taxes, located within 200 feet of a property affected thereby within no less than ten days before any such hearing is held. Such notice may be served by depositing same, properly addressed and postage paid, in the city post office. Where property lying within 200 feet of the property proposed to be changed is located in territory which was annexed to the city after the final date of making the renditions which are included on the last approved city tax roll or to property lying in another city, notice to such owners shall be given by publication in the manner provided by section 1.21 following.
4. The city must place a notification sign (24 by 48 inches) at the affected property (or in the public right-of-way for a City-initiated change affecting multiple properties) not later than the 10th day before the Commission's hearing on a proposed change in zoning classification that does not apply to the whole City, and to keep it posted until the Council's final determination.

Section 1.21 – Public Hearings.

After receipt of the final report from the planning and zoning commission, a public hearing shall be held by the city council before adopting any proposed amendment, supplement, or change. Notice of such hearing shall be given by publication one time in a newspaper of general circulation

in the city stating the time and place of such hearing, and if applicable, on the City's website before the 15th day before the hearing.~~which time shall not be less than ten days nor more than 20 days from the date of publication.~~

SECTION 2. STATE LAW CONTROLS

Nothing in this Ordinance shall be construed to waive, diminish, or eliminate any rights of protest, notice requirements, voting requirements, or other requirement imposed upon the City by the Constitution or statutes of the State of Texas.

SECTION 3. CODIFICATION

The City Secretary is hereby authorized and directed to incorporate the amendments adopted by this Ordinance into Appendix A of the City of Mission Code of Ordinances and to make such nonsubstantive formatting, numbering, and grammatical changes as may be necessary to codify this ordinance.

SECTION 4. SEVERABILITY

If any section, subsection, paragraph, sentence, phrase, or provision of this Ordinance is determined to be invalid or unconstitutional by a court of competent jurisdiction, such determination shall not affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect.

SECTION 5. REPEAL OF CONFLICTING PROVISIONS

All ordinances, resolutions, or parts of ordinances or resolutions of the City of Mission that are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 6. SAVINGS CLAUSE

This Ordinance does not affect the validity of any final action taken by the City Council before the effective date of this Ordinance. A proposal to change a zoning regulation or zoning district boundary that was made before September 1, 2025, shall be governed by the law in effect on the date of the proposal was made, including Section 1.20 and Section 1.21 as it existed before the effective date of this Ordinance, and the former law is continued in effect for that purpose, consistent with the applicability provision of House Bill 24, Acts of the 89th Legislature, Regular Session (2025). Except as provided in this Section, the amendments adopted by this Ordinance shall apply to any vote of the City Council on a proposed change to a zoning regulation or zoning district boundary that occurs on or after the effective date of this Ordinance, regardless of the date on which the proposal, application, or protest was made or file.

SECTION 7. PUBLICATION

The City Secretary is directed to cause this Ordinance, or its caption and penalty clause where applicable, to be published in accordance with the requirements of the City Charter and applicable law.

SECTION 8. EFFECTIVE DATE

This Ordinance shall become effective immediately upon its adoption and publication as required by law.

PASSED, APPROVED, AND ADOPTED THIS _____ day of _____, 2026 at a regular meeting of the City Council of the City of Mission, Texas at which a quorum was present and which was held in accordance with the TEXAS GOVERNMENT CODE, CHAPTER 551.

CITY OF MISSION

_____
Norie Gonzalez Garza, Mayor

ATTEST:

_____
Anna Carrillo, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

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

AGENDA ITEM: Discussion and Possible Action on Matters Related to Adoption of Ordinance #____ amending Appendix A, Article V, Section 1.23 of the City of Mission Code of Ordinances regarding protests and recommendations for denial, removing the City-imposed super-majority vote requirement to override a recommendation from the Planning and Zoning Commission – Cervantes

NATURE OF REQUEST:

The City's current zoning regulations contain provisions establishing voting requirements for certain zoning amendments. Section 1.23 includes a provision requiring a three-fourths vote of all members of the City Council to overrule a recommendation from the Planning and Zoning Commission that a zoning amendment, supplement, or change be denied.

The Texas Legislature has subsequently amended Chapter 211 of the Texas Local Government Code, including the repeal of former statutory provisions that addressed certain local super-majority voting requirements.

Staff is recommending that the City amend Section 1.23 to remove the additional local three-fourths voting requirement applicable when the City Council considers a recommendation of denial from the Planning and Zoning Commission.

The propose ordinance would do the following:

- Remove the City-imposed three-fourths super-majority requirement for the City Council to overrule a Planning and Zoning Commission recommendation for denial.
- Allow the City Council to act on zoning amendments under the ordinary voting requirements applicable to the City Council.
- Continue to recognize and preserve all zoning protest rights and voting requirements required by Texas law.
- Clarify that state law controls whenever a statutory super-majority requirement applies to a qualifying zoning protest.
- Update the City's Code of Ordinances to better conform to the current statutory framework.

The proposed amendment will eliminate an additional local procedural requirement that may unnecessarily restrict the City Council's ability to act on zoning matters.

The Planning and Zoning Commission will continue to perform its statutory and advisory role in reviewing zoning requests and making recommendations to the City Council. The proposed amendment does not eliminate the Commission's authority or role in the zoning process.

It would allow the City Council to make the final legislative determination regarding a zoning amendment using the ordinary voting requirements applicable to the City Council, while preserving any super-majority voting requirement that is independently mandated by state law.

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

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

BID AMOUNT: $ _____

STAFF RECOMMENDATION:

Approval of ordinance amendment.

Departmental Approval: Approval

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval JP7

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AMENDING APPENDIX A, ARTICLE V, SECTION 1.23 OF THE CITY OF MISSION CODE OF ORDINANCES, REGARDING PROTESTS AND RECOMMENDATIONS FOR DENIAL; REMOVING THE CITY-IMPOSED SUPER-MAJORITY VOTE REQUIREMENT TO OVERRIDE A RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION; PROVIDING FOR CONFORMITY WITH APPLICABLE STATE LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Mission, Texas, is a home-rule municipality possessing the full power of local self-governance pursuant to Article XI, Section 5 of the Texas Constitution; and

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

WHEREAS, Appendix A, Article V, Section 1.23 of the Code of Ordinances of the City of Mission presently establishes certain super-majority voting requirements concerning proposed zoning amendments; and

WHEREAS, Section 1.23(2) presently requires a vote of three-fourths of all members of the City Council to overrule a recommendation of the Planning and Zoning Commission that a proposed zoning amendment, supplement, or change be denied; and

WHEREAS, the City Council finds that the additional local super-majority requirement contained in Section 1.23(2) is unnecessary and should be removed so that zoning matters may be decided by the ordinary voting requirements applicable to the City Council, subject to all requirements imposed by state law; and

WHEREAS, the Texas Legislature amended Chapter 211 of the Texas Local Government Code through House Bill 24, effective September 1, 2025, including the repeal of former Section 211.006(d) and 211.006(f) and the addition of Section 211.0061 establishing the current statutory protest procedures and applicable voting requirements for certain proposed zoning changes; and

WHEREAS, the City Council desires to amend Section 1.23 to remove provisions that are inconsistent with or unnecessary under current state law while preserving all statutory rights and requirements applicable to zoning protests; and

WHEREAS, the Planning and Zoning Commission of the City of Mission held a public hearing on the proposed amendment to Section 1.23 on October 21, 2026, after notice as required by law, and has submitted its final report to the City Council recommending approval of the

proposed amendment, in accordance with Section 211.007 of the Texas Local Government Code and Sections 1.20 and 1.22 of Appendix A, Article V, of the Code of Ordinances; and

WHEREAS, the City Council has determined that the amendments contained herein are in the best interests of the citizens of the City of Mission and will promote an efficient, transparent, and consistent zoning approval process.

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

SECTION 1. AMENDMENT OF APPENDIX A, ARTICLE V, SECTION 1.23

Subsections (1) and (2) of Appendix A, Article V, Section 1.23 of the Code of Ordinances of the City of Mission, Texas, entitled "Protests and recommendations for denial," are hereby amended by adding the language underlined (added) and deleting the language that is (~~stricken~~) to read as follows:

Section 1.23 – Protests and recommendations for denial.

1. ~~In case of a written protest against any change in zoning, signed by the owners 20 percent or more either of the area of the lots or land included in such proposed change, or of the lots or land immediately adjoining the same and extending 200 feet therefrom, such amendment shall not become effective except by the favorable vote of three-fourths of all the members of the legislative body of the City of Mission~~.

   Written protests concerning a proposed change in zoning, zoning regulations, or zoning district boundaries shall be processed in accordance with the applicable provisions of Chapter 211 of the Texas Local Government Code, as amended from time to time.

   If written protest is submitted that satisfies the applicable statutory requirements, the proposed zoning change shall be subject to the voting requirements established by State Law.

2. ~~A vote of three-fourths of all the members of the legislative body of the City of Mission is also required to overrule a recommendation of the planning and zoning commission that the proposed amendment, supplement, or change be denied~~.

   A recommendation by the Planning and Zoning Commission to deny a proposed change to a zoning regulation or district boundary does not, by itself, increase the number of affirmative votes otherwise required for the City Council to approve the proposed change.

   The vote required shall be determined by applicable state law, the City Charter, and this Code.

Subsection (3) of Section 1.23 is not amended by this Ordinance and shall remain in full force and effect.

SECTION 2. STATE LAW CONTROLS

Nothing in this Ordinance shall be construed to waive, diminish, or eliminate any rights of protest, notice requirement, voting requirement, or other requirement imposed upon the City by the Constitution or statutes of the State of Texas.

To the extent that a state statute establishes a mandatory voting requirement for a proposed zoning change that has been properly protested, the statutory requirement shall control.

SECTION 3. CODIFICATION

The City Secretary is hereby authorized and directed to incorporate the amendments adopted by this Ordinance into Appendix A of the Code of Ordinances of the City of Mission, Texas, and to make such nonsubstantive formatting, numbering, and grammatical changes as may be necessary to codify this ordinance.

SECTION 4. SEVERABILITY

If any section, subsection, paragraph, sentence, phrase, or provision of this Ordinance is determined to be invalid or unconstitutional by a court of competent jurisdiction, such determination shall not affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect.

SECTION 5. REPEAL OF CONFLICTING PROVISIONS

All ordinances, resolutions, or parts of ordinances or resolutions of the City of Mission that are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 6. SAVING CLAUSE

This Ordinance does not affect the validity of any final action taken by the City Council before the effective date of this Ordinance. A proposal to change a zoning regulation or zoning district boundary that was made before September 1, 2025, shall be governed by the law in effect on the date the proposal was made, including Section 1.23 as it existed before the effective date of this Ordinance, and the former law is continued in effect for that purpose, consistent with the applicability provision of House Bill 24, Acts of the 89th Legislature, Regular Session (2025). Except as provided in this Section, the amendments adopted by this Ordinance shall apply to any vote of the City Council on a proposed change to a zoning regulation or zoning district boundary that occurs on or after the effective date of this Ordinance, regardless of the date on which the proposal, application, or protest was made or filed.

SECTION 7. PUBLICATION

The City Secretary is directed to cause this Ordinance, or its caption and penalty clause where applicable, to be published in accordance with the requirements of the City Charter and applicable law.

SECTION 8. EFFECTIVE DATE

This Ordinance shall become effective immediately upon its adoption and publication as required by law.

PASSED, APPROVED, AND ADOPTED THIS ____ day of _____, 2026, at a regular meeting of the City Council of the City of Mission, Texas at which a quorum was present and which was held in accordance with the TEXAS GOVERNMENT CODE, CHAPTER 551.

CITY OF MISSION

_____
Norie Gonzalez Garza, Mayor

ATTEST:

_____
Anna Carrillo, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

PRESENTED BY: Anna Carrillo, City Secretary

AGENDA ITEM: Approval of Minutes – Carrillo
Regular Meeting – October 27, 2026

NATURE OF REQUEST:

See attached minutes

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

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

BID AMOUNT: $ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

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

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

CITY OF MISSION

CITY COUNCIL REGULAR MEETING
MISSION CITY HALL
OCTOBER 27, 2026 at 4:30 PM

MINUTES

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

ABSENT:

ALSO PRESENT:
Maira Salinas
Alma Santos
Rick Salinas
Ricardo Saldana
Joe Phillips
Dolly Elizondo
Berenice Gonzalez
Norma Sanchez

STAFF PRESENT:
Anais Chapa, Assistant City Secretary
Edgar Gonzalez, Deputy City Engineer
Cesar Torres, Chief of Police
Xavier Cervantes, Planning Director
Alex Hernandez, Asst Planning Director
Ruben Hernandez, Media Relations
Vidal Roman, Finance Director
Noemi Munguia, Human Resources Director
Julianna Martinez, Animal Shelter Manager
Michael Silva, Fire Chief
Michael Elizalde, Dir. Of Grants & Strategic Dev.
Brad Bentsen, Parks & Recreation Director
Aida Lerma, Mission Event Center Director
Michael Fernuik, Golf Course Director
Judith Garcia, Media Relations Director

REGULAR MEETING

CALL TO ORDER AND ESTABLISH QUORUM

With a quorum being present, Mayor Norie Gonzalez Garza called the meeting to order at 4:31 p.m.

Councilwoman Jessica Ortega led the invocation and Pledge of Allegiance

DISCLOSURE OF CONFLICT OF INTEREST

None

PRESENTATIONS

1. Proclamation - Gertrudis Flores Reyna 100th Birthday – Carrillo

Mayor Pro Tem Ruben Plata moved to approve the Proclamation – Gertrudis Flores Reyna 100th Birthday as presented. Motion was seconded by Councilwoman Marissa Gerlach and approved unanimously 5-0**.**

2. Proclamation - Epilepsy Awareness Month – Carrillo

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

3. Presentation of 20, 25, 30, and 45 Year Service Award Recipients – Munguia

Noemi Munguia, Human Resources Director, presented the 20, 25, 30, and 45 year service awards to our employees. There were a total of 95 employees receiving a service award for 5, 10, 15, 20, 25, 30 and 45 years of service. Employees were being recognized for their respective years of service and presented with a plaque and gift from the city.

4. Presentation of Special Recognitions and Awards – City of Mission Police Department – Torres

Cesar Torres, Chief of Police, read a letter that was sent to the Mission Police Department by the DEA's San Antonio Field office recognizing the exceptional service being provided by the department's K-9 Division. He recognized the K-9 officers as well as their K-9s. This unit had become one of the most reliable teams to assist the DEA with investigations. Although it was a small unit, it was highly effective and exceeded all expectations of the DEA. Chief Torres also recognized Denisse Martinez, dispatcher for the Mission Police Department, for being the recipient of the Sandra Coronado Dispatcher of the Year award. Ms. Martinez was the first dispatcher from the Mission Police Department to be given this recognition.

5. Presentation on status of the Comprehensive Trail Development Plan – Bentsen

Brad Bentsen, Parks & Recreation Director, introduced Javier Martinez and Oziel Bautista who were representing Consor and had been working with the City of Mission since March of 2026. Since March, they had been having bi-weekly meetings. This was the first comprehensive city-wide trail plan for the City of Mission. They had been working on establishing short, medium and long term recommendations along with cost estimates and possible funding opportunities for each. They had been actively attending community events to engage with the community to gain as much feedback as possible.

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

Brenda Enriquez, Greater Mission Chamber of Commerce President, gave a recap of events that occurred throughout the month such as: the Chamber Ambassador Appreciation Luncheon, Coffee, Croissants and Commerce featuring the city's Planning & Zoning Department, Ribbon Cutting for Alicia Su Cocina and the Ultimate Barber Shop. Some upcoming events were: Ribbon Cutting for Laguna Heights subdivision on 10/30/26 and the Grand Opening for GR&E Mind Evolution on 11/4/2026. They also announced Citrus Sip Off on 01/29/2027.

7. Departmental Reports – Terrazas / A. Garcia

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

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

Rick Salinas spoke in regards to item 30, addressing the unnecessary spending of $1.6 million on the Los Ebanos project. He felt that there was no immediate need for those type of repairs on Los Ebanos at the moment. This was concerning to approve something like this just days before an election. If they were to spend that amount of money, it should be used wisely and to address the stench and sewer smell. He mentioned that he had received 13 calls from different residents in regards to this matter.

Berenice Gonzalez spoke in regards to item 27. She was representing the new owners of the Cimarron Country Club. This property was acquired as a private investment because they believed in the investment. At no point were they promised any public funding to complete their project. In the last couple of months it had been very difficult to move forward with anything due to one board member of the PID being uncooperative. She was here to request that they remove Ann Camarillo from the board.

Joe Phillips also spoke in regards to item 27. He supported the statement that Ms. Gonzalez made. He felt that the PID was important to the city, the homeowners as well as the new owners of the property. He has seen how protocols are not being followed properly and had not seen that type of behavior from a board member previously. He was in support of the reorganization of the PID.

ANNOUNCEMENTS - CITY COUNCIL / CITY MANAGER

City Manager – Fall Festival on October 29th from 6-9pm at the Mission Event Center, Veterans Day Honor Lane Drive on November 11th at the Mission Event Center, Sand Bag Distribution is still going on every Saturday from 8am-1pm at 15th & Perkins

City Council – Councilwoman Ortega stated that this might be the last meeting that they were all going to be sitting together in the meeting. She wanted to thank everyone. She was grateful to have worked alongside and everyone one of them. They may not have always agreed on everything; however, the one thing they did share was the love for their community and the people they serve. Mayor Pro Tem Plata stated that this would his last meeting as a council member after 19 years. Only God knows what he had in store for them. He would like to continue to serve Mission. Councilwoman Gerlach stated that it had been great serving the citizens of Mission and reiterated what Councilwoman Ortega and Mayor Pro Tem Plata stated. Councilman Vela said that he appreciated everyone and their team effort.

Mayor – No comments since they would still have one more meeting.

PUBLIC HEARING

PLANNING & ZONING RECOMMENDATIONS

9. Conduct a public hearing and consideration of a rezoning request from (R-1) Single-family Residential District to (R-2) Duplex-fourplex Residential District, being the North 49 feet of Lot 34, Johnson City Subdivision, located at 3004 Harmony Lane, Unit A. Applicant: Cristina De Mara dba Kirby Homes RGV, LLC, Adoption of Ordinance #____ - Cervantes

Mayor Garza asked stated that this item would not be discussed. The applicant had withdrawn the request.

10. Conduct a public hearing and consideration of a rezoning request from (C-1) Office Building District to (C-2) Neighborhood Commercial District, being a 0.19 acre tract of land out of Block 4, Erdahl Subdivision, located at the Northwest corner of U.S. Expressway 83 and Holland Avenue. Applicant, Jeronimo Villalobos dba Villalobos Commercial Rentals LLC, Adoption of Ordinance #5885 - Cervantes

The applicant was requesting to rezone the subject property from Office Building District (“C-1”) to Neighborhood Commercial District (“C-2”) in order to place a raspa stand at the site. The code of ordinances stated that the main purpose of the neighborhood commercial zoning was to provide sufficient space and off-street parking in appropriate locations in proximity to residential

areas, for commercial development catering to the convenience shopping and service needs of the occupants of nearby residences. The property was rezoned from R-1 to C-1 in January of 2026. The triangular-shaped tract of land measured 150 feet in length and 79.55 feet along Holland Avenue. The surrounding zones were Single-family Residential District to the North and East, Single-family Residential and General Business District to the South and General Business District to the West.

The property was vacant. The surrounding land uses included single-family homes to the North and East, US Expressway 83 along the South and a commercial plaza to the West. The Future Land Use Map showed the property designated for commercial uses. The requested rezoning was in line with the comprehensive plan designation. Notices were mailed to twenty-three (23) surrounding property owners. Planning staff received no phone calls from the surrounding property owners.

Staff and Co-Interim City Managers recommended approval.

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

There were no comments.

Councilman Alberto Vela moved to approve the rezoning request from (C-1) Office Building District to (C-2) Neighborhood Commercial District, being a 0.19 acre tract of land out of Block 4, Erdahl Subdivision, located at the Northwest corner of U.S. Expressway 83 and Holland Avenue. Applicant, Jeronimo Villalobos dba Villalobos Commercial Rentals LLC, Adoption of Ordinance #5886. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

ORDINANCE NO. 5885

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A REZONING FOR A 0.19 ACRE TRACT OF LAND OUT OF BLOCK 4, ERDAHL SUBDIVISION, LOCATED AT THE NORTHWEST CORNER OF U.S. EXPRESSWAY 83 AND HOLLAND AVENUE, FROM (C-1) OFFICE BUILDING DISTRICT TO (C-2) NEIGHBORHOOD COMMERCIAL DISTRICT

11. Conduct a public hearing and consideration of a Conditional Use Permit to allow a Home Occupation for a Licensed Child Care Home – Nene's Day Care in an (AO-I) Agricultural Open Interim District, being a .50 acre tract of land out of the East 10 acres of the North 15 acres out of Lot 23-4, West Addition to Sharyland Subdivision, located at 905 W. 20th Street. Applicant: Diana Castilleja De Guerrero, Adoption of Ordinance #5886 – Cervantes

The subject site was located approximately 190 feet west of N. Holland Avenue along the south side of W. 20th Street. Per the Code of Ordinances, a daycare center in a residential zone required the approval of a Conditional Use Permit by the City Council. The applicant was proposing to open a daycare at this location. The applicant was proposing to have 12 children ranging from infants to 12-year-olds at different times. As per the Code of Ordinances a home occupation for a Licensed Child Care Home required a Conditional Use Permit. The proposed hours of operation were as followed: Monday – Friday, from 6:00 am to 6:00 pm and closed Saturday and Sunday. The working staff would be 2 employees, Parking & Landscaping: It is noted that the Circular driveway had a 12-foot width by 125 linear feet and can accommodate 6 cars for drop-off and pickup. The landscape was in compliance The Planning staff had not

received any objections to the request from the surrounding property owners. Staff mailed out (23) legal notices to surrounding property owners. In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval to ensure that a use requested by a Conditional Use Permit is compatible and complementary to adjacent properties.

Staff and Co-Interim City Managers recommended approval subject to the following conditions: 1-year re-evaluation to assess this new operation; Must apply for a building and sign permit; Must comply with all City Codes (Building, Fire, Health, etc.); Hours of operation: Monday – Friday from 6:00 am to 6:00 pm and Saturday and Sunday Closed; Must comply with the noise ordinance; Acquisition of a business license before occupancy; CUP was not transferable to others.

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

There were no comments.

Mayor Pro Tem Plata moved to approve a Conditional Use Permit to allow a Home Occupation for a Licensed Child Care Home – Nene's Day Care in an (AO-I) Agricultural Open Interim District, being a .50 acre tract of land out of the East 10 acres of the North 15 acres out of Lot 23-4, West Addition to Sharyland Subdivision, located at 905 W. 20th Street. Applicant: Diana Castilleja De Guerrero, Adoption of Ordinance #5886. Motion was seconded by Councilman Vela and approved unanimously 5-0.

ORDINANCE NO. 5886

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT TO ALLOW A HOME OCCUPATION FOR A LICENSED CHILD CARE HOME – NENE'S DAY CARE IN AN (AO-I) AGRICULTURAL OPEN INTERIM DISTRICT, BEING A .50 ACRE TRACT OF LAND OUT OF THE EAST 10 ACRES OF THE NORTH 15 ACRES OUT OF LOT 23-4, WEST ADDITION TO SHARYLAND SUBDIVISION, LOCATED AT 905 W. 20TH STREET

12. Conduct a public hearing and consideration of a Conditional Use Permit for a Restaurant, and for the Sale & On-Site Consumption of Alcoholic Beverages and for late hours permit in a (C-3) General Business District, being Lot 2A, Stewart Plaza Subdivision, located at 1508 E. Expressway 83, Applicant: Point Padel Club LLC, Adoption of Ordinance #5887 - Cervantes

The site was located at the Southeast corner of E. Expressway 83 and Travis Street. Per Code of Ordinance, the Sale and on-site consumption of Alcoholic Beverages required the approval of a conditional use permit by the City Council. The applicant had been in operation since November 20, 2025. He currently had a conditional use permit for the sale & on-site consumption of alcoholic beverages. He would like to incorporate mixed drinks into his menu and have late hours. The 12,852 square feet 2-story Sports Complex Facility included: 3-padel interior courts, 2-padel exterior courts, lobby, office, storage area, a bar on each floor, and a terrace. Access to the site was via a 24' access driveway off Travis Street. The hours of operation were as followed: Monday to Friday from 6:00 a.m. to 12:00 a.m., Saturday from 8:00 a.m. to 1:00 a.m., and Sunday from 8:00 a.m. to 11:00 p.m. Staff: 15 employees Parking: There were 44 parking spaces available. Sale of Alcohol: The facility includes a "bar" component but sells more food than alcohol and therefore, was classified as a restaurant. Section 1.56(3a) of the Zoning Code required a minimum separation requirement of 300' from the property line of any church, school, public owned property, and residences. There were

none of these land uses within the above radius (measured door to door from church, or hospital; measured lot line to lot line for schools). The last conditional use permit approved for the sale of alcoholic beverages at this location was on March 24, 2025 for a period of 2 years. The Planning staff had not received any objections to the request from the surrounding property owners. Staff mailed out (5) legal notices to the surrounding property owners. In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval to ensure that a use requested by a Conditional Use Permit is compatible and complementary to adjacent properties

Staff and Co-Interim City Managers recommended approval subject to the following conditions: Approval Approval for 2-year permit to continue to assess this business. Must comply with all City Codes (Building, Fire, Health, Sign Codes, etc.); Must comply with TABC requirements; Must submit alcohol and food sales reports quarterly; CUP was not transferable to others; Hours of Operation are the following: Monday to Friday from 6:00 a.m. to 12:00 a.m., Saturday from 8:00 a.m. to 1:00 a.m., and Sunday from 8:00 a.m. to 11:00 p.m.

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

There were no comments.

Councilman Vela moved to approve a Conditional Use Permit for a Restaurant, and for the Sale & On-Site Consumption of Alcoholic Beverages and for late hours permit in a (C-3) General Business District, being Lot 2A, Stewart Plaza Subdivision, located at 1508 E. Expressway 83, Applicant: Point Padel Club LLC, Adoption of Ordinance #5887. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

ORDINANCE NO. 5887

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT FOR A RESTAURANT, AND FOR THE SALE & ON-SITE CONSUMPTION OF ALCOHOLIC BEVERAGES FOR LATE HOURS PERMIT IN A (C-3) GENERAL BUSINESS DISTRICT, BEING LOT 2A, STEWART PLAZA SUBDIVISION, LOCATED AT 1508 E. EXPRESSWAY 83

13. Conduct a public hearing and consideration of a Conditional Use Permit for a bar named Rustic Leaf Gentlemen's Spa & Cigar Lounge and for the Sale & On-Site Consumption of Alcoholic Beverages in a (C-3) General Business District, being Lots 1 & 2, Block 2, Springfield Subdivision Phase 1 Commercial, located at 2100 E. Griffin Parkway, Applicant: Rustic Leaf, LLC, Adoption of Ordinance #5888 - Cervantes

The subject site was located at the Southeast corner of Creek Run Street and E. Griffin Parkway. Per the Code of Ordinance, a bar and the sale & on-site consumption of alcoholic beverages required the approval of a Conditional Use Permit by the City Council. The applicant was leasing a suite within a multi-tenant commercial plaza for his proposed spa & cigar lounge and would like to offer alcoholic beverages to his customers. The suite had a kitchen and snacks would be available for the customers. The applicant would have acoustic music as well as DJ music and on occasion Live Mariachi Music for special events inside and must comply with the noise ordinance. Hours of Operation: Sunday through Thursday from 10:00 a.m. to 12:00 a.m. and Friday and Saturday from 10:00 a.m. to 2:00 a.m. Staff: 6 employees including Cashiers, waitresses, bartenders, and janitorial staff. The parking was held in common for this commercial plaza; there was a total of 72 parking spaces that are shared with other businesses. As per the Fire Department the maximum capacity for this venue was 156 people. Staff mailed

out (48) legal notices to the surrounding property owners. Planning staff received one call in opposition to the Conditional Use Permit due to concerns regarding rodent activity at the restaurant prior to this request. In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval to ensure that a use requested by a Conditional Use Permit was compatible and complementary to adjacent properties.

Staff and Co-Interim City Managers recommended approval subject to the following conditions: 1 year approval to continue to assess this new operation; Must comply with all City Codes (Building, Fire, Health, etc.); Must comply with TABC requirements; Must acquire a business license prior to occupancy; CUP was not transferable to others; Must have a minimum of three (3) Level II Security Officers from 8:00 p.m. to 2:00 a.m. or as required in Section 1.56, Subsection 3 of the Code of Ordinance; Maximum occupancy was 156 people; Must have security cameras inside and outside with a minimum 30-day retention; Must comply with the noise ordinance; Hours of operation: Sunday through Thursday from 10:00 a.m. to 12:00 a.m and Friday and Saturday from 10:00 a.m. to 2:00 a.m.

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

There were no comments.

Councilwoman Ortega moved to approve a Conditional Use Permit for a bar named Rustic Leaf Gentlemen's Spa & Cigar Lounge and for the Sale & On-Site Consumption of Alcoholic Beverages in a (C-3) General Business District, being Lots 1 & 2, Block 2, Springfield Subdivision Phase 1 Commercial, located at 2100 E. Griffin Parkway, Applicant: Rustic Leaf, LLC, Adoption of Ordinance #5888 with the amendment to condition #6. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

ORDINANCE NO. 5888

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT FOR A BAR NAMED RUSTIC LEAF GENTLEMEN'S SPA & CIGAR LOUNGE AND FOR THE SALE & ON-SITE CONSUMPTION OF ALCOHOLIC BEVERAGES IN A (C-3) GENERAL BUSINESS DISTRICT, BEING LOTS 1 & 2, BOCK 2, SPRINGFIELD PHASE 1 COMMERCIAL, LOCATED AT 2100 E. GRIFFIN PARKWAY

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

14. Approval of Minutes – Carrillo

Regular Meeting – October 13, 2026

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

Planning & Zoning Commission – September 16, 2026

Shary Golf Advisory Board – September 10, 2026

16. Discussion and possible action to authorize the purchase of beer, wine, and liquor for resale at the Mission Event Center and Shary Municipal Golf Course through September 30, 2027 – A. Lerma, M. Fernuik

Staff requested authorization to purchase beer, wine, and liquor for resale on an as-needed basis from Glazer's Beer and Beverage, L&F Distributors, and Holiday Wine & Liquor through September 30, 2027. These purchases were exempt from competitive bidding pursuant to Texas Local Government Code §252.022(a)(14), which exempted goods purchased by a municipality for subsequent retail sale by the municipality.

Expenditures across all three vendors shall not exceed the following amounts:

- Mission Event Center: $70,000
- Shary Municipal Golf Course: $86,000

17. Discussion and possible action on matters related to the Approval of Resolution No. 2091 authorizing the submission of a grant application for the FY26 Patrick Leahy Bulletproof Vest Partnership Program to the Bureau of Justice Assistance in the amount of $54,434 for a 50% reimbursement. – Elizalde

The Mission Police Department was seeking approval of resolution authorizing the submittal of a grant application to the Bureau of Justice Assistance for the FY26 Bulletproof Vest Partnership Program and designated the Mayor as the Authorized Representative. The department sought to purchase 52-bulletproof vests in the total amount of $54,434, which the program would reimburse 50% of the total costs in the amount of $27,217.

RESOLUTION NO. 2091

A RESOLUTION OF THE COUNCIL OF THE MUNICPALITY OF MISSION AUTHORIZING THE MUNICIPAL ADMINISTRATOR AND POLICE CHIEF TO APPLY FOR AND ACCEPT THE BULLETPROOF VEST PARTNERSHIP GRANT PROVIDED BY THE BUREAU OF JUSTICE ASSISTANCE TO REIMBURSE A PORTION OF THE COSTS OF PURCHASED BULLETPROOF VESTS

18. Discussion and possible action on matters related to the authorization to accept grant award for the FY27 Body Worn Camera Program (BWC), in the total amount of $29,999.97 with a 25% local cash match in the amount of $9,999.99. – Elizalde

The Mission Police Department was seeking authorization to accept a grant award for the FY27 Body Worn Camera Program (BWC) with the Office of the Governor. This grant award would allow the department to acquire approximately twenty-two (22) body-worn cameras for daily operations of sworn officers. This grant opportunity required a 25% local cash match of $9,999.99. The total project cost was $39,999.96. A budget amendment would be necessary to accept grant award.

19. Discussion and possible action on matters related to the authorization to purchase uniforms for new and current personnel from Got You Covered Work Wear and Uniforms via Buy Board Contract #773-25 for FY 2026 – 2027 for a total cost of $75,000 – Silva

The Mission Fire Department was seeking authorization to purchase uniforms for daily operations for current and new personnel from Got You Covered Work Wear and Uniforms via Buy Board Contract #773-25 for FY 2026 – 2027. Annual purchases would exceed the $25,000 threshold with a total cost of $75,000 requiring City Council Approval.

20. Discussion and possible action to approve Resolution # 2092 approving Change Order No. 1 for RFB No. 26-176-01-22, Astroland Drainage Improvements Project, with R&M Construction Development, LLC, increasing the contract amount by $5,969.50 to $990,894.47 and extending the contract time by sixty (60) calendar days – Gonzalez

Staff requested approval of Change Order No. 1 for the Astroland Drainage Improvements Project under GLO CDBG-DR Grant No. 24-067-006-E193.The change addresses an unforeseen conflict consisting of utility line readjustments required as part of the project. The change order increased the contract amount from $984,924.97 to $990,894.47 and added sixty (60) calendar days, increasing the total contract duration from 150 to 210 calendar days.Staff recommend approval, contingent upon execution of a TIRZ reimbursement agreement covering the change order, consistent with Finance's conditional approval.

RESOLUTION NO. 2092

A RESOLUTION BY THE CITY OF MISSION CITY COUNCIL, COMMITTING LOCAL FUNDS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY PROGRAM (CDBG-DR) CONTRACT NUMBER 24-067-006-E193

Mayor Pro Tem Plata moved to approve all consent agenda items 14 thru 20 as presented. Motion was seconded by Councilman Vela and approved unanimously 5-0.

APPROVALS AND AUTHORIZATIONS

21. Discussion and Possible Action on matters related to the Consideration for Approval of Community Partnership Development with LS Taekwondo & Little Dojo – Bentsen

Seeking consideration and approval for the development of a community partnership through movement, sport, inclusion and community engagement. This proposed partnership was with LS Taekwondo & Little Dojo of Mission. This partnership would develop through a series of Community Taekwondo Programs, Inclusive & Adaptive Taekwondo, Community Family Events and Regional & Binational Sports Development Events.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to approve the Community Partnership Development with LS Taekwondo & Little Dojo. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

22. Discussion and possible action on matters related to a Plat Approval Subject to Conditions for the proposed Las Palmas at Bentsen Palm Phase II Subdivision (Private Subdivision), a tract of land containing 13.711 acres of land being a part or portion out of the South end of Porcion 52, located along the West side of S. Inspiration Road approximately 4,400 feet South of Mile 1 S. Road. Developer: Rhodes Enterprises, Inc., Engineer: Melden & Hunt, Inc. – Cervantes

Seeking consideration and approval for the development of a community partnership through movement, sport, inclusion and community engagement. This proposed partnership was with LS Taekwondo & Little Dojo of Mission. This partnership would develop through a series of Community Taekwondo Programs, Inclusive & Adaptive Taekwondo, Community Family Events and Regional & Binational Sports Development Events.

Staff and Co-Interim City Managers recommended approval subject to the following conditions: Payment of Capital Sewer Recovery Fees, city inspection fees, Conveyance or Payment of

Water Rights, and approval of the infrastructure from the different City departments as per the approved construction plans.

Mayor Pro Tem Plata moved to approve the Community Partnership Development with LS Taekwondo & Little Dojo. Motion was seconded by Councilman Vela and approved unanimously 5-0.

23. Discussion and possible action on matters related to a Plat Approval Subject to Conditions for the proposed Remanso Subdivision, being a 3.91-acre tract of land out of Lot 124, John H. Shary Subdivision located along the South side of Mile 2 South Road approximately 150 feet West of Shary Road. Developer: Retama Investments, LLC, Engineer: M. Garcia Engineering, LLC. – Cervantes

This development was located on approximately ¾ of a mile North of Military Road along the West side of S. Inspiration Road and just West of Las Palmas at Bensen Palm Phase I. Las Palmas at Bentsen Palm Phase II was a continuation of Phase I which will be a private subdivision consisting of 76 single family residential lots, and a detention pond being part of a master plan. This subdivision would have 2 access points both being from phase I. All internal streets would be private 32' B-B with curb and gutters within 50' right-of-way's. Water and sanitary sewer would be serviced by the City of Mission. In accordance with the approved master drainage plan for the development. The Engineering Department has reviewed and approved the drainage report. The tract of land was currently zoned Planned Unit Development (PUD) where the developer has designed the subdivision per their master plan for this area. The imposed fees include Capital Sewer Recovery Fees ($200xlot), city inspection fees at $85 per hour, and Conveyance or Payment of Water Rights ($3000xacre). All other format findings shall be complied with prior to the City Council approval. All items on the subdivision checklist would be addressed prior to recording the plat.

Staff and Co-Interim City Managers recommended approval subject to the following conditions: Payment of Capital Sewer Recovery Fees, city inspection fees, Conveyance or Payment of Water Rights, and approval of the infrastructure from the different City departments as per the approved construction plans.

Mayor Pro Tem Plata moved to approve a Plat Subject to Conditions for the proposed Remanso Subdivision, being a 3.91-acre tract of land out of Lot 124, John H. Shary Subdivision located along the South side of Mile 2 South Road approximately 150 feet West of Shary Road. Developer: Retama Investments, LLC, Engineer: M. Garcia Engineering, LLC. Motion was seconded by Councilman Vela and approved unanimously 5-0.

24. Consideration of approval in matters related to authorize the Mayor to sign an Annexation Service Agreement for the proposed annexation of a 3.3126 acre tract of land, being lots 2 & 3, Margot Estates Subdivision, located along the West side of Moorefield Road approximately 1,100 North of Mile 3 road. Applicant: Celso Gonzalez Construction Inc, Celso Gonzalez, President – Cervantes

Mr. Celso Gonzalez dba Celso Construction, Inc. was requesting the annexation of a 3.3126-acre tract of land, located along the West side of Moorefield Road approximately 1,100 feet North of Mile 3 Road. The developer was proposing to build a 24-lot subdivision for townhouses named Moorefield Manor Subdivision. The water for the subdivision would be provided by the Sharyland Water Supply Corporation and the sanitary sewer services would be provided by the City of Mission. The subdivision developer was interested in developing this subdivision within the Mission city limits and was requesting annexation. We have an agreement with the

Sharyland Water Supply Corporation to collect the sewer revenues with their water billing. There would need to be a separate agreement approved by both entities for the city to maintain the subdivision fire hydrants. In the annexation service agreement, the city agreed to pay for the upsizing of a storm sewer line from 24 inches to 30 inches and agreed not to require a detention pond. Staff was seeking directions from the City Council for the requested waiver of $16,200.00 in required park fees. The annexation would generate additional property taxes for the community.

Staff and Co-Interim City Managers recommended approval.

Mr. Xavier Cervantes, Director of Planning, stated that the investor was asking for the park fees of $16,200 in order to continue with his project.

Mayor Pro Tem Plata stated that he was opposed to waiving the park fees as they were very much needed for our parks. He asked if this had been done for anyone else in the past. Mr. Cervantes stated that this was an agreement in which both parties could set their negotiations.

Mayor Garza stated that this would be a win-win situation for all parties involved as we would be getting revenue from sewer, brush, and trash as well as property taxes.

Mayor Pro Tem Plata was persistent on not allowing the waiver of the fees. Even though we would be gaining revenue in other areas, there were also going to be costs involved from the city for development. He asked the planning director to create a cost estimate for the maintenance and services to be provided by the city and the expected revenues from services and taxes.

Mayor Pro Tem Plata moved to deny the authorization of the Mayor to sign an Annexation Service Agreement for the proposed annexation of a 3.3126 acre tract of land, being lots 2 & 3, Margot Estates Subdivision, located along the West side of Moorefield Road approximately 1,100 North of Mile 3 road. Applicant: Celso Gonzalez Construction Inc, Celso Gonzalez, President. Motion was seconded by Councilman Vela.

Mayor Garza asked if Mayor Pro Tem Plata would feel more comfortable tabling the item to which he said yes.

Mayor Pro Tem Plata moved to rescind his previous motion. Motion was seconded by Councilman Vela and approved unanimously, 5-0.

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

Councilwoman Ortega stepped out of the meeting at 5:55 p.m.

25. Discussion and possible action on matters related to authorization to approve Change Orders #1 & Ratification Change Order #2 in the amount of $164,126.00 for Taylor Road Phase II with a total contract amount of $18,667,554.71 – Gonzalez

The City of Mission was seeking authorization to approve Change Orders 1 & 2 of Taylor Rd Phase II. CO#1 Consisted of installing double barrel box culvert, plans showed installment but was not included with the estimate for payment. Contract Price would increase by $9,350.00 but would not accrue additional time. CO#2 Consisted of additional work at five (5) locations on

Taylor Road. Contract price would increase by $154,776.00, would increase by 21 working days. Therefore, City Staff was recommending Change Orders for the total contract amount of $18,667,554.71 and 521 working days with all approved Change Orders.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Ruben Plata moved to approve Change Orders #1 & Ratification Change Order #2 in the amount of $164,126.00 for Taylor Road Phase II with a total contract amount of $18,667,554.71. Motion was seconded by Councilman Vela and approved unanimously 4-0.

26. Discussion and possible action on matters related to the authorization to approve 100% Fee Waiver Application in the amount of $6,900.00 for South Texas Music & Cultural Arts Foundation – A. Lerma

South Texas Music & Cultural Arts Foundation would collaborate with the Texas Conjunto Showdown to produce an event at the Mission Event Center on March 5 & 6, 2027. The Fee Waiver Application was to request the use of the Mission Event Center at no cost for this music and cultural celebration. This event was for students from the entire Rio Grande Valley and would provide instruction through workshops and competitions. Saturday would be dedicated to community performances, vendors, food trucks and activities for all to enjoy. The Texas Conjunto Showdown will promote local culture, music and create opportunities for students to grow their talents. South Texas Music & Cultural Arts Foundation would raise the funds required for the production and educational costs of this event. Any positive revenue would be used for scholarships, student instruments and future educational/non-profit events. The MEC rental fee requesting to be waived was a total of $6,900.00.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Ruben Plata moved to approve 100% Fee Waiver Application in the amount of $6,900.00 for South Texas Music & Cultural Arts Foundation. Motion was seconded by Councilman Vela and approved unanimously 4-0.

Councilwoman Ortega rejoined the meeting at 5:58 p.m.

27. Discussion and possible action on matters related to the approval of Resolution # 2093 realigning the composition of the Board of Directors of the Public Improvement District - Terrazas

At a meeting of the Board held on Monday, October 12, 2026, the Board passed a motion formally recommending that the City Council re-evaluate and realign the composition of the Board such that Places 1, 2, and 3 were held by representatives of the Cimarron Neighborhood, Place 4 was held by a representative of the Golf Course Owner, and Place 5 was held by a representative of the City, and that the Board be empowered to appoint its own officers.

Staff and Co-Interim City Managers recommended approval.

Councilwoman Gerlach moved to approve Resolution No. 2093 realigning the composition of the Board of Directors of the Public Improvement District subject to final legal review**.** Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

RESOLUTION NO. 2093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AMENDING AND SUPPLEMENTING SECTION 2(g) OF RESOLUTION NO. 1968 AUTHORIZING THE CREATION OF THE CIMARRON PUBLIC IMPROVEMENT DISTRICT; REALIGNING THE COMPOSITION OF THE BOARD OF DIRECTORS OF THE DISTRICT; ESTABLISHING

DESIGNATED PLACES AND QUALIFICATIONS FOR DIRECTORS; APPOINTING DIRECTORS TO PLACES 1 THROUGH 5; REPLACING THE TERMS OF EXISTING DIRECTORS AND ESTABLISHING NEW TERMS OF OFFICE; PROVIDING FOR TRANSITION; AUTHORIZING THE BOARD TO ELECT ITS OWN OFFICERS; ESTABLISHING A QUORUM; PROVIDING FOR DISCLOSURE OF INTERESTS AND RECUSAL BY DIRECTORS; AND PROVIDING FOR MATTERS RELATING THERETO.

Mayor Garza stated that they would be skipping over items 28 through 34 for now.

28. Discussion and possible action on matters related to approval of a Second Amendment to Reimbursement Agreement between the City of Mission and Mission Redevelopment Authority related to the Hoerner Road Extension Project – Terrazas

This project involved the construction of about ¼ mile extension of Hoerner Street along the west side of Home Depot (approximately 1,100 ft), the connection of water or wastewater lines extension along the project roadway, and storm drain connection to the existing pond at the north end of the street. The Mission Redevelopment Authority Board engaged Halff Associates for the design and surveying services for this project. At their meeting of October 19, 2026, the Authority approved a second amendment to reimbursement agreement between the City of Mission and the Authority in the amount of $796,577.28 for the construction of the project, which included testing of materials. The City of Mission was managing and overseeing the project.

Staff and Co-Interim City Managers recommended approval.

Councilwoman Gerlach moved to approve the Second Amendment to Reimbursement Agreement between the City of Mission and Mission Redevelopment Authority related to the Hoerner Road Extension Project**.** Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

29. Discussion and possible action on matters related to approval of a First Amendment to Reimbursement Agreement between the City of Mission and Mission Redevelopment Authority related to the Inspiration Road & Military Highway Phase II Project – Terrazas

This project involved widening and improving the Inspiration Road & Military Highway to a four-lane corridor. L&G Engineering was leading the project design and had submitted a supplemental proposal to the City of Mission in the amount of $206,596.00 to cover work associated with dividing the project into two separate projects, integrating the City's utility layout, completing PS&E's, and updating drainage and traffic control components. At its October 19, 2026 meeting, the Mission Redevelopment Authority Board approved a first amendment to reimbursement agreement between the City of Mission, increasing the authorized amount from $3,728,854.00 to $3,935,450.78. Construction was expected to start in early 2027. The City of Mission was responsible for managing and overseeing the project.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to approve a First Amendment to Reimbursement Agreement between the City of Mission and Mission Redevelopment Authority related to the Inspiration Road & Military Highway Phase II Project. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

30. Discussion and possible action on matters related to approval of a Reimbursement Agreement between the City of Mission and Mission Redevelopment Authority related to the Los Ebanos Road Project – Terrazas

This project involved the construction of Los Ebanos Road from Interstate Highway 2 south to Military Highway. This project was in partnership with the City of Mission and Hidalgo County. It had received approval by TxDOT and the Federal Highway Administration. At their meeting of October 19, 2026, the Mission Redevelopment Authority approved a reimbursement agreement between the City of Mission and the Authority in the amount of $2,100,000.00 for the construction of the project including infrastructure improvements. The City of Mission was managing and overseeing the project.

Staff and Co-Interim City Managers recommended approval.

Councilwoman Gerlach moved to approve a Reimbursement Agreement between the City of Mission and Mission Redevelopment Authority related to the Los Ebanos Road Project. Motion was seconded by Mayor Garza denied 2-3, with Councilwoman Ortega, Mayor Pro Tem Plata and Councilman Vela voting against.

31. Discussion and possible action on matters related to approval of a Reimbursement Agreement between the City of Mission and Mission Redevelopment Authority related to a Re-Use Waterline Improvements Project – Terrazas

This project involved the re-use of a waterline improvement to benefit various areas of south Shary Road. At their meeting of October 19, 2026, the Mission Redevelopment Authority approved a reimbursement agreement between the City of Mission and the Authority in the amount of $2,100,000.00 for the reuse waterline improvements project. The City of Mission was managing and overseeing the project.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to approve a Reimbursement Agreement between the City of Mission and Mission Redevelopment Authority related to a Re-Use Waterline Improvements Project. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

32. Discussion and possible action on matters related to approval of a Reimbursement Agreement between the City of Mission and Mission Redevelopment Authority related to the Mission Sanitation/Fleet Department Facility Project – Terrazas

This project involved the construction of a new City of Mission Sanitation/Fleet Department Facility Project for the use of a new administration building, fleet shop (buildings), fleet washing canopy/structure and required parking for fleet, employees, and the public. At its meeting of October 19, 2026, the Mission Redevelopment Authority Board approved a reimbursement agreement between the City of Mission and the Authority in the amount of $4,000,000 for the construction of the building. The City of Mission was managing and overseeing the project..

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to approve a Reimbursement Agreement between the City of Mission and Mission Redevelopment Authority related to the Mission Sanitation/Fleet Department Facility Project. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

33. Discussion and possible action on matters related to approval of a Reimbursement Agreement between the City of Mission and Mission Redevelopment Authority related to the Water Treatment and South Water Treatment Plant Feasibility Study – Terrazas

This project involved a feasibility study for the construction of a new City of Mission Water Treatment and South Water Treatment Plant Feasibility Study. Melden & Hunt Inc. had been engaged to lead the planning, acquisition, and design of the new 6.0 MGD water treatment plant within the City's service area. At their meeting of October 19, 2026, the Mission Redevelopment Authority approved a reimbursement agreement between the City of Mission and the Authority in the amount of $4,000,000 for this project. The City of Mission was managing and overseeing the project.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to approve a Reimbursement Agreement between the City of Mission and Mission Redevelopment Authority related to the Water Treatment and South Water Treatment Plant Feasibility Study. Motion was seconded by Councilwoman Gerlach and approved unanimously 4-0.

Motion was made by Mayor Pro Tem Plata, and he stepped out of the meeting at 7:00 p.m.

34. Discussion and possible action on matters related to a Third Amendment to Reimbursement Agreement between Mission Economic Development Corporation and the City of Mission with respective budget amendment – Fernuik

On August 27, 2026, MEDC Board approved golf course improvements project funding as a part of their budget process in the amount of $350,000. This Second Amendment was for an additional funding of $350,000 for additional improvements to the golf course for a custom-built irrigation pump station. Attached was the proposed Second Amendment to Reimbursement Agreement. Pending MEDC approval on October 29, 2026.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to approve a Third Amendment to Reimbursement Agreement between Mission Economic Development Corporation and the City of Mission with respective budget amendment. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

35. Acceptance of Quarterly Report of Investments for the Quarter ending September 30, 2026, including interest earned – Roman

Acceptance of quarterly report required by the Public Funds Investment Act Section 2256.023 of the Texas Government Code on the total investments for the quarter ending September 30, 2026. The total withdrawals for the period were $152,408 leaving a total of $20,873,256.74 investments for the quarter ending September 30, 2026. The total interest earned on all funds for the quarter was $302,362.62 which consisted of $193,914.91 in investments and $108,447.71 on Demand deposits. This report of the City's investment portfolio was in compliance with State Law and the investment strategy and policy approved by the City Council, 2026.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to accept the Quarterly Report of Investments for the Quarter ending September 30, 2026, including interest earned. Motion was seconded by Councilman Vela and approved unanimously 5-0.

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

Unaudited Financial Statements for month of August 2026.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to approve the presentation of unaudited Financial Statements for the month of August 2026 and September 2026. Motion was seconded by Councilman Vela and approved unanimously 5-0.

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

Unaudited Financial Statements for month of September 2026 (attached)

Staff and Co-Interim City Managers recommended approval.

Motion was made with the previous item

38. Discussion regarding the potential adoption of Ordinance establishing drug testing requirements, including random drug testing, for City officers

Discussion regarding the potential adoption of an ordinance establishing drug testing

requirements, including random drug testing, for City officers.

Staff and Co-Interim City Managers recommended approval.

Eden Ramirez Jr., City Attorney, stated that this item was only for discussion. This would be an ordinance that would establish a policy for drug testing requirements and procedures for elected officials, city attorney and city managers. Although no much could be done if an elected official refused to test, this would be a symbolic gesture of transparency.

Mayor Garza stated that transparency had been an ongoing issue and she agreed with Mr. Ramirez that it would be a symbolic gesture. She felt that as leaders they should be held to the same standards as the employees.

The council's direction was to move forward with this and create an ordinance that would be reviewed at the next council meeting.

UNFINISHED BUSINESS

39. Tabled 10/13/2026: Discussion and possible action on matters related to the approval of Ordinance #5891 amending Chapter 14, "Animals" of the City of Mission Code of Ordinances, Article I –14.1; Article II –Sections: 14-31, 14-32, and 14-35. Article III - Section 14-71, 14-74, 14-75, 14-76; 14-77 adding sections: 14-78, 14-79, and Division II: 14-101, 14-103, 14-104, Removing Section 14-105, and 14-109, renumbering the remain sections; adding sections: 14-110, 14-111, 14-112, 14-113, 14-114 and 14-115; and Amending Article IV – Section 14-143 – Martinez

Item to be discussed at a workshop.

At 6:06 p.m., Councilwoman Gerlach motioned to move into Executive Session. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

EXECUTIVE SESSION

At 6:55 p.m., Mayor Pro Tem Plata motioned to move reconvene. Motion was seconded by Councilman Vela and approved unanimously 5-0.

1. Closed session pursuant to Tex. Gov't Code Section 551.087 (Deliberation regarding Economic Development Negotiations) related to 380 Grant Agreement by and between the City of Mission and Blackstone Realty Holdings, LLC

2. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney), Section 551.072 (Real Property) regarding the possible sale of City property being 2.09 acre tract of land, more or less, out of Lot 16-6, West Addition to Sharyland Subdivision, located at the northwest corner of Conway Avenue and Abelino Farias Street

3. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney), Section 551.072 (Real Property), regarding the possible sale of City property being 435 feet in length by 10 feet in width located just north of the Carlos G. Leal Subdivision

4. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney), Section 551.072 (Real Property), regarding the possible approval of Ordinance # _____ in reference to abandonment of property located north of Military Parkway, being 1,054 linear feet out of Porcion 52 Parcels 1, 2, 3, 7, and 31.

5. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney) and Tex. Gov't Code Section 551.074 (Personnel Matters) regarding applicants for the City Manager position, including review of applications and qualifications and consideration of applicants to be selected for interviews.

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

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

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

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

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

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

1. Consideration and action, if any, regarding the 380 Grant Agreement by and between the City of Mission and Blackstone Realty Holdings, LLC

No action taken.

2. Consideration and action, if any, regarding the the possible sale of City property being 2.09 acre tract of land, more or less, out of Lot 16-6, West Addition to Sharyland Subdivision, located at the northwest corner of Conway Avenue and Abelino Farias Street

Councilwoman Gerlach moved to move forward as discussed in executive regarding the possible sale of City property being 2.09-acre tract of land, more or less, out of Lot 16-6, West Addition to Sharyland Subdivision, located at the northwest corner of Conway Avenue and Abelino Farias Street. Motion was seconded by Councilwoman Vela and approved unanimously 4-0.

3. Consideration and action, if any, regarding the possible sale of City property being 435 feet in length by 10 feet in width located just north of the Carlos G. Leal Subdivision

Councilwoman Gerlach moved to move forward as discussed in executive regarding the possible sale of City property being 435 feet in length by 10 feet in width located just north of the Carlos G. Leal Subdivision subject to final legal review. Motion was seconded by Councilwoman Vela and approved unanimously 4-0.

4. Consideration and action, if any, regarding approval of Ordinance # 5889 in reference to abandonment of property located north of Military Parkway, being 1,054 linear feet out of Porcion 52 Parcels 1, 2, 3, 7, and 31

Councilman Vela moved to move forward as discussed in executive regarding approval of **Ordinance # 5889** in reference to abandonment of property located north of Military Parkway, being 1,054 linear feet out of Porcion 52 Parcels 1, 2, 3, 7, and 31. Motion was seconded by Councilwoman Vela and approved unanimously 4-0.

ORDINANCE NO. 5889

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION ABANDONING AND VACATING PROPERTY LOCATED NORTH OF MILITARY PARKWAY, BEING A 2.605 ACRE TRACT OUT OF THE SOUTH END OF PORCION 52
(PROPOSED 100' INSPIRATION ROAD RIGHT-OF-WAY)

5. Consideration and action, if any related to the City Manager search, including selection of applicants for interviews, interview procedures and scheduling, and direction to staff regarding the search process.

No action taken.

ADJOURNMENT

At 7:06 p.m., Councilwoman Gerlach moved for adjournment. Motion was seconded by Councilman Vela and approved unanimously 4-0.

_____
Norie Gonzalez Garza, Mayor

ATTEST:

_____
Anna Carrillo, City Secretary

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

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

AGENDA ITEM: Acknowledge Receipt of Minutes – Terrazas / A. Garcia
Civil Service Commission – October 2, October 23, 2026
Citizen's Advisory Committee – September 23, 2026
Mission Tax Increment Reinvestment Zone – June 22, September 10, September 21, 2026
Mission Redevelopment Authority – June 22, August 24, September 10, September 21, 2026
Mission Education Development Council – August 27, September 24, 2026
Mission Economic Development Corporation – September 24, October 14, 2026
Mission Economic Development Authority – August 27, September 24, 2026
Planning and Zoning – October 7, 2026

NATURE OF REQUEST:

See attached minutes.

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

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

BID AMOUNT: $_____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

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

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

MINUTES FOR THE
MISSION CIVIL SERVICE COMMISSION
October 2, 2026

Commission-Present
Polo Garza-Chairman
Memo Delgadillo-Vice-Chair
Robert Pena-Member

Staff Present
Jesse Lerma Jr-CS Director
Noemi Munguia-HR Director
Mike Silva-Fire Chief
Cesar Torres-Chief of Police

Call to Order
Mr. Polo Garza called the meeting to order at 8:30 a.m.

Roll Call
All Present

Pledge of Allegiance
Mr. Garza led the Pledge of Allegiance

Approval of Minutes-August 21, 2026
Mr. Lerma submitted the minutes for review. After a brief discussion, Mr. Delgadillo made a motion to approve the minutes as submitted. Mr. Pena seconded the motion. Motion was approved unanimously.

Approval of Amend City of Mission Police and Fire Local Civil Service Rules-Section 5.05 (a) ADD Space Force
Mr. Lerma advised the Commission that they wanted to Amend the local rules as discussed at the last meeting. Mr. Lerma advised them that Space Force became a branch of the military in 2019 and was not included in our local rules for military credit. After a brief discussion, Mr. Delgadillo made a motion to approve the request. Mr. Pena seconded the motion. Motion was approved unanimously.

Approval of Mission Police Department Entry Level Examination Scores and the Creation of a New Eligibility List
Mr. Lerma advised the Commission that they had conducted an entry level exam for the police department on September 18, 2026. He advised them that they had 65 applicants, 51 showed up and 42 passed. After a brief discussion, Mr. Delgadillo made a motion to approve the scores for a new eligibility list as presented. Mr. Pena seconded the motion. Motion was approved unanimously.

Approval of Resource List for the Mission Fire Department ENG's Promotional Examination

Mr. Lerma advised the Commission that ENG Samuel Carrion had retired and that created an opening for ENG. Chief Silva submitted the following resources for approval:

1. "Pumping and Aerial Apparatus Driver/Operator Handbook" 3rd Edition
2. "Engine Company Fireground Operations" 4th Edition
3. "Mission Fire Department Standard Operation Procedures"

After a brief discussion, Mr. Delgadillo made a motion to approve the resources as submitted. Mr. Pena seconded the motion. Motion was approved unanimously.

Approval of Examination Schedule for the Mission Fire Department ENG's Promotional Examination

Mr. Lerma submitted the following schedule for approval for the ENG's promotional examination:

1. CS meeting-October 2, 2026
2. 30 Day Notice-December 1, 2026
3. Deadline to Submit MOI-December 18, 2026
4. Date of Examination-January 7, 2026

After a brief discussion, Mr. Delgadillo made a motion to approve the schedule as presented. Mr. Pena seconded the motion. Motion was approved unanimously.

Pending Business

Mr. Lerma advised them of the upcoming hearing for PO Javier Lara was rescheduled for November 5-6, 2026.

Adjourn

Meeting was adjourned at 9:50 a.m.

MINUTES FOR THE
MISSION CIVIL SERVICE COMMISSION
October 23, 2026

Polo Garza-Chairman
Memo Delgadillo-Vice-Chair
Robert Pena-Member

Jesse Lerma Jr-CS Director
Rey Perez-Asst Chief of Police
Mike Silva-Fire Chief

Call to Order
Mr. Polo Garza called the meeting to order at 8:30 a.m.

Roll Call
All Present

Pledge of Allegiance
Mr. Garza led the Pledge of Allegiance

Approval of Minutes-October 2, 2026
Mr. Lerma submitted the minutes for review. After a brief discussion, Mr. Delgadillo made a motion to approve the minutes as submitted. Mr. Pena seconded the motion. Motion was approved unanimously.

Approval to Create a New Eligibility List for the Mission Fire Department
Mr. Lerma advised the Commission that Chief Silva notified us that they had exhausted the existing list, so we needed to create a new list. Mr. Lerma submitted this schedule for approval:

1. CS Meeting-October 23, 2026
2. Start Advertising-October 23, 2026
3. Deadline to Submit Applications-December 1, 2026
4. Date of Examination-December 10, 2026

After a brief discussion, Mr. Delgadillo made a motion to approve the schedule as presented to create a new eligibility list. Mr. Pena seconded the motion. Motion was approved unanimously.

Pending Business-Appeal for PO Javier Lara November 5-6, 2026

Adjourn
Meeting was adjourned at 8:40 a.m.

CITIZEN'S ADVISORY COMMITTEE
September 23, 2026
Regular Meeting

Members' Present	Member Absent	Staff Present
Lorenzo Garza-Chairman	Monika Rosales-Flores	Michael Elizalde
Emigdio Villanueva Jr.-Vice Chairman	Berenice Gonzalez	Monica Gonzalez
Zoreida Lopez	Marsha Terry	Esther Rivera
Clarisa Y. Rios		
Roxanne Mendez		
Ruben Davila Lozano		

Call Public Meeting to Order and Establish Quorum

The meeting was called to order by Chairman Garza at 5:35 p.m. Roll was taken by Ms. Rivera, who reported that six members were present. With a quorum established, the meeting proceeded as scheduled.

Citizen Participation

Chairman Garza invited any citizens present to address the Board regarding items on the agenda or other concerns. No citizens were in attendance, and no public comments were received. Chairman Garza then proceeded to the next agenda item.

Discussion and Possible Action on Matters Related to the Approval of Minutes for the Regular Meeting Held July 29, 2026

Chairman Garza asked the members whether they had reviewed the minutes of the regular meeting held on July 29, 2026. Following a brief discussion, Chairman Garza requested a motion to approve the minutes as presented. Vice Chairman Villanueva abstained from voting, as he was not present at the previous meeting. Ms. Lopez made a motion to approve the minutes as presented, which was seconded by Mr. Mendez. The motion carried with five votes in favor, none opposed, and one abstention (5–0–1).

Discussion and Possible Action on Matters Related to the Approval of the Tentative Schedule for the FY 2027–2028 Annual Action Plan/CAPER 2026

Mr. Elizalde presented the revised tentative schedule for the Committee's review and approval. He explained that the schedule would guide upcoming meetings, public hearings, application deadlines, and required public notification periods. The first meeting was scheduled for January 13, 2027, with meetings generally held on Wednesdays at 5:30 p.m. Although two meetings per month may be necessary, the goal is to meet monthly. Funding availability notices were tentatively scheduled for February 1, 2027. Members discussed scheduling around holidays and spring break. Following the discussion, Vice Chairman Villanueva moved to approve the tentative schedule as presented, and Mr. Lozano seconded the motion. The motion carried unanimously (6–0).

Discussion and Possible Action on Matters Related to Other Business

A. Progress Report: July and August

Ms. Rivera presented the July and August CDBG Expenditure Progress Reports and provided updates on funded agencies and City projects. The reports reflected continued expenditures by public service agencies and progress on Parks and Recreation equipment purchases, Fire Department portable radios, Public Works infrastructure improvements, housing rehabilitation, and demolition activities. Mr. Elizalde explained that the Public Works manhole rehabilitation bids exceeded the available budget. Staff reviewed options including rebidding, use of an eligible cooperative purchasing vendor, or reducing the scope were permitted by procurement requirements. He emphasized the need to comply with federal purchasing requirements. Members expressed concern over delays in infrastructure, demolition, rehabilitation, and equipment projects and urged City departments to expedite the use of allocated funds. The Committee discussed the possibility of obtaining more frequent departmental project updates and holding departments accountable for project timelines. Mr. Elizalde stated that the City was not currently at risk of funding penalties based on its expenditure ratio but acknowledged the need to move projects forward. Members recommended stronger oversight and timely project completion. Following the discussion, Vice Chairman Villanueva moved to

approve the July and August progress reports and forward the Committee's recommendations to City administration. Ms. Rios seconded the motion. The motion carried unanimously (6–0).

B. Final & Approved Citizen Participation Plan

Mr. Elizalde informed the Committee that the revised Citizen Participation Plan had been unanimously approved by City Council on July 28, 2026. He explained that the updated plan modernizes procedures for public notices, citizen participation, administrative changes, and substantial amendments to the CDBG program. The item was presented for informational purposes only, and no action was required.

C. Final & Approved Annual Action Plan FY 2026/2027

Mr. Elizalde presented the final FY 2026–2027 Annual Action Plan, submitted to HUD on August 13, 2026. He reviewed its funding recommendations, community consultation activities, and program goals. HUD was reviewing the plan and requested minor corrections. Funding was anticipated in November or December, subject to federal processing and possible shutdown-related delays. Members emphasized continuing project preparations even if funding was delayed. No action was required.

Citizen's Advisory Committee Member/Director Comments.

A. Chairman's Comments

Chairman Garza emphasized the importance of holding City departments accountable for timely use of CDBG funds during the upcoming fiscal year. He encouraged the Committee to examine future requests carefully, review project timelines, and ensure that delays do not jeopardize funding or the community's ability to benefit from the program.

B. Committee Member's Comments

Ms. Lopez addressed the importance of punctuality, preparedness, professionalism, and respect for fellow Committee members' time. She encouraged all members to honor their commitment to attend meetings on time. Ms. Mendez apologized for past tardiness, explained that any delays were unintentional, and reaffirmed her commitment to serving the Committee. Vice Chairman Villanueva expressed concern over delayed expenditures for infrastructure, demolition, and housing rehabilitation projects. He stressed the Committee's responsibility to the community and requested clearer action plans and stronger accountability for departments receiving funds. Mr. Lozano also raised concerns about how departments prioritize CDBG projects and whether staffing and administrative limitations contribute to delays. Members discussed requesting departmental representatives to provide progress updates and explain barriers to completing projects. They also emphasized the importance of public awareness, timely expenditure of grant funds, and directing available resources toward community needs.

C. Director's Comments

Mr. Elizalde reported that the property at 919 Rankin Street had been sold and that proceeds would be considered for reallocation to eligible projects once received and confirmed. He proposed requiring quarterly progress reports from departments receiving CDBG funds to document expenditure, project status, and completion progress. He also discussed providing regular updates to City administration and City Council regarding delayed projects and other concerns. Mr. Elizalde thanked Committee members for their service and reminded them of the importance of attendance and their advisory responsibilities.

Adjourn

Chairman Garza inquired if there were any additional items for discussion. Hearing none, he requested a motion to adjourn the meeting. Ms. Mendez moved to adjourn, and Ms. Lopez seconded the motion. The motion carried unanimously (6–0), and the meeting was adjourned at 6:41 p.m.

_____

Lorenzo Garza, Chairman

Mission Tax Increment Reinvestment Zone
Board of Directors Special Meeting
June 22, 2026

MINUTES

Call to Order, Establishment of Quorum

The Board of Directors of the Mission TIRZ #1, held a meeting open to the public, in person, on June 22, 2026 at 801 N. Bryan Road, Mission, Texas and at 6:01 PM, the roll was called of the duly appointed members of the Board, to-wit:

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

All the above were present except Secretary Aissa I. Garza and Director Riddle. Also present were, Attorney Gene Vaughan, J.P. Terrazas, Joe Salazar, Judy Vega, and Executive Director Teclo J. Garcia.

1. Call meeting to order and establish quorum.

2. Consent Agenda:

   A. Approve minutes of the May 19, 2026 and Special Meeting of May 20, 2026 of the TIRZ #1.
   B. Ratify all actions taken by the Mission Redevelopment Authority Board of Directors at the June 22, 2026 meeting.

3. Adjournment.

Upon a motion made by Director Burleson and seconded by Vice Chair Chapa, the Board unanimously approved the Consent Agenda.

Executive Director Teclo J. Garcia recommended canceling the July Board meeting(s) because the agenda is expected to be light. Chairman Garza sought the Board's input, and members agreed. The next Board meetings will be in August and specific dates will be announced later.

As there was no further business for the board to consider, upon a motion duly made by Vice Chair Chapa and seconded by Director Dr. Noel O. Garza, the Board unanimously voted to adjourn the meeting at 6:03 PM.

By: _____ Attest: _____

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

Title: Chairman Title: Secretary

Date: _____ Date: _____

Mission Tax Increment Reinvestment Zone
Board of Directors Special Meeting
September 10, 2026

MINUTES

Call to Order, Establishment of Quorum

The Board of Directors of the Mission TIRZ #1, held a special meeting open to the public, in person, on September 10, 2026 at 801 N. Bryan Road, Mission, Texas and at 5:19 PM, the roll was called of the duly appointed members of the Board, to-wit:

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

All the above were present. Participating in the teleconference was Secretary Aissa I. Garza. Also present were, Attorney Gene Vaughan, Joe Salazar, Edgar Gonzalez, Stephanie Mendiola, Mayor Norie Gonzalez Garza, and Judy Vega.

1. Call meeting to order and establish quorum.

2. Consent Agenda:

   A. Ratify all actions taken by the Mission Redevelopment Authority Board of Directors at the special meeting of September 10, 2026.

3. Adjournment.

Upon a motion made by Director Riddle and seconded by Director Moreno, the Board unanimously approved the consent agenda.

As there was no further business for the board to consider, upon a motion made by Director Riddle and seconded by Director Dr. Noel O. Garza, the Board unanimously voted to adjourn the meeting at 5:20 PM.

By: _____ Attest: _____

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

Title: Chairman Title: Secretary

Date: _____ Date: _____

Mission Tax Increment Reinvestment Zone
Board of Directors Special Meeting
September 21, 2026

MINUTES

Call to Order, Establishment of Quorum

The Board of Directors of the Mission TIRZ #1, held a meeting open to the public, in person, on September 21, 2026 at 801 N. Bryan Road, Mission, Texas and at 5:42 PM, the roll was called of the duly appointed members of the Board, to-wit:

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

All directors listed above were present except Director Burleson, Director Dr, Noel O. Garza, and Director Moreno; Director Riddle participated by teleconference. Also attending in person were Legal Counsel Kristen Gutierrez, Joe Salazar, Councilwoman Marissa Gerlach, Judy Vega, and Acting Executive Director J.P. Terrazas.

1. Call meeting to order and establish quorum.

2. Consent Agenda:

   A. Approve minutes of the August 24, 2026 meeting and special meeting of September 10, 2026 of the TIRZ #1.
   B. Ratify all actions taken by the Mission Redevelopment Authority Board of Directors at the September 21, 2026 meeting.

3. Adjournment.

Upon a motion made by Secretary Aissa I. Garza and seconded by Vice President Chapa, the Board unanimously approved the Consent Agenda.

As there was no further business for the board to consider, upon a motion duly made Vice President Chapa and seconded by Secretary Aissa I. Garza, the Board unanimously voted to adjourn the meeting at 5:43 PM.

By: _____ Attest: _____

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

Title: Chairman Title: Secretary

Date: _____ Date: _____

Mission Redevelopment Authority
Board of Directors Meeting
June 22, 2026

MINUTES

Call to Order, Establishment of Quorum

The Board of Directors of the Mission Redevelopment Authority (MRA) held a regular meeting open to the public, in person, June 22, 2026, at 4:00 PM, at 801 N. Bryan Road, Mission Texas, and the roll was called of the duly appointed members of the Board, to-wit:

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

All the above were present except Secretary Aissa I. Garza. Participating by video conference was Director Riddle. Also present were, Attorney Gene Vaughan, J.P. Terrazas, Joe Salazar, Ruben James de Jesus, Andy Garcia, Joan Mujica, Ana Luksa, Katherine Martinez, Donaly Roit, Yamil de Hoyos, Jesus Aguilar, Terri Puente (RDH Contractors), Councilwoman Marissa Gerlach, Judy Vega, and Executive Director Teclo J. Garcia.

1. **Call Meeting to Order at 4:04 PM.**

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

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

3. **Approval of minutes: May 19, 2026.**

   There being no changes or corrections, upon a motion made by Director Burleson and seconded by Director Moreno, the Board unanimously approved the Board meeting minutes of May 19, 2026.

4. **Acceptance of Project Reports.**

   No report was presented for **El Milagro Phase I Project**.

   Chairman Martin Garza recognized Damien Tijerina, P.E. from L&G Engineering, to report on the **Inspiration Rd./Military Parkway Loop Phases II and III.** Mr. Tijerina mentioned that the City of Mission did receive a fully executed acknowledgement from Rio Valley Switching acknowledging that their a project coming up. L&G continues to prepare a 100% submittal of the PS&Es design, and the city is preparing bid letting documents to send to TxDOT for their review and comments. Mr. Tijerina said that utility companies continue to coordinate on utility

alignments and is hoping to receive something in writing from them on utility construction alignments. He mentioned that he is working with city staff regarding funding for this project with the MPO and placing it back on the Transportation Improvements Program (TIP), the RGV MPO's four-year short-range transportation planning document that identifies construction projects.. Regarding Military Parkway, Mr. Tijerina mentioned that plan production has not begun on this project because L&G is currently focusing on Inspiration Rd. Co-Interim City Manager J.P. Terrazas mentioned that he and Mr. Tijerina have met with MPO representatives to express the urgency in placing the project on the TIP. He stated that the revisions have been submitted to them, and they have said that hopefully by November, the project will be placed on the TIP. The project is 100% funded and construction costs are estimated to be between $16-$17 million.

Regarding **Phase III**, which involves acquiring Right-of-Way (ROW) for 22 parcels on Inspiration Road, Mr. Tijerina reported that there has been little change in status with three still pending, and one of which is very close to being finalized for closing. One parcel will go to eminent domain hearing on July 16, 2026. Another parcel (#12) will need to be re-appraised because it is a ditch parcel with an easement (which was discovered it has a deed owner). The owner wants it re-appraised and approached later. Mr. Tijerina reported that his firm is working towards obtaining a Right of Entry in order to go in there and evaluate utility alignments. Regarding Military Parkway (25 parcels), Mr. Tijerina mentioned that L&G did receive authorization to begin making offers to property owners, and that process will begin within one or two months.

Upon a motion by Vice Chair Chapa and seconded by Director Dr. Noel O. Garza, the Board unanimously accepted the **Inspiration Road/Military Parkway Loop for Phases II and III** as presented.

Chairman Garza recognized Ruben James de Jesus, P.E. with Melden & Hunt Inc. to discuss the **Tierra Dorada Sanitary Sewer Improvements Project**. This project aims to eliminate Lift Stations No. 13 and 14 by constructing a new station to redirect sewer discharge into the existing trunkline along Los Ebanos Road. Mr. de Jesus reported that the contractor is on the final stages of the project and that the gravity line and electrical pad has been installed, tested, and have passed inspection. Mr. de Jesus reported that the contractor is focusing on the lift station side, pipe gallery, electrical, and foundation. AEP is on site working on a transformer to see if it's adequate for the 12 panels it will service. A question was asked regarding the completion of this project and Mr. de Jesus said that due to the recent rain, he expects it to be completed within 30 more days since they are at the final stages. Mr. de Jesus introduced Terry Puente, project contractor with RDH Contractors to also report on the project's process. Ms. Puente mentioned that the main delays on this project is rain. The forcemain has been installed, the pumps have been installed, and what they're focusing on at this time is connecting the lift station to the forcemain, pumps, and electrical components, something AEP is working on. Ms. Puente shared some images related to the project's progress.

Director Riddle joined the meeting via video conference at 4:10 PM.

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

Mr. de Jesus updated the Board on the **Inspiration Road Trunklines (Sanitary Sewer Master Plan),** which involves rerouting Lift Station #10 from Mile 2 & FM 495 to the AGUA SUD lift

station on FM 364 via force main to their system. A 90% design review has been completed and has been submitted to the drainage district for their review. Melden & Hunt is working with AGUA SUD on pump upgrades specification updates. Mr. de Jesus said that he expects this project to go out for bids by the end of July with bid opening by end of August.

Upon a motion made by Director Burleson and seconded by Director Moreno, the Board unanimously accepted the **Inspiration Road Trunklines (Sanitary Sewer Master Plan)** report as presented.

Mr. de Jesus provided an update on the **Walsh Road Expansion Project**, which spans approximately ¼ mile from Perez St. to Frontage Rd. The project plans are finalized, and T×DOT permits have been obtained. It includes a 60-ft right-of-way (ROW) and a 36-ft curb section, with the appraisal for the remaining ROW underway. Mr. de Jesus said that pending on this project is a court hearing for a condemnation process, since the owner retracted from his intention to sell the land for $360,000 above the appraised value of $306,000, prompting the initiation of the process. A status on the condemnation process will be reported at the next Board meeting.

Upon a motion made by Director Dr. Noel O. Garza and seconded by Vice Chair Chapa, the Board unanimously accepted the **Walsh Road Expansion Project** report as presented.

Mr. de Jesus reported that all testing for the **Glasscock & Bryan Road Sanitary Sewer Improvements Project** is complete, bore materials have been ordered (awaiting delivery), dewatering and pumps are onsite, and an excavator previously assigned to Tierra Dorada has been moved to this project since RDH Contractors is the contractor for both. Mr. de Jesus mentioned that the contractor's sub-contractor will begin the bore for Bryan Road within 10 days and that it should be completed by mid-July. Co-Interim City Manager Terrazas mentioned that the bore has collapsed several times and that crews have been dewatering day and night, but now it seems it is ready to be done one final time. A question was asked regarding road closures and whether they will be taking place. Mr. de Jesus said he does not anticipate any road closures. He will continue close monitoring.

Upon a motion made by Director Dr. Noel O. Garza and seconded by Director Moreno, the Board unanimously accepted the **Glasscock & Bryan Road Project Sanitary Sewer Improvements** as presented.

Chairman Martin Garza invited Co-Interim City Manager J.P. Terrazas to report on the **Hoerner Street Project.** Mr. Terrazas reported that Developer Dolly Elizondo had signed the agreement related to the detention pond at Las Esperanzas Subdivision, a property she owns. Staff expect to go out for bids by mid-July with construction soon after. In the agreement, the City of Mission also committed to providing a credit for the detention pond discharge fees. Construction is estimated to reach $1.5 million.

Upon a motion made by Director Dr. Noel O. Garza and seconded by Director Moreno, the Board unanimously accepted the **Hoerner Street Project** report as presented.

Chairman Martin Garza invited Co-Interim City Manager J.P. Terrazas to update on the **TIRZ Building (1301 E. 8th Street) Improvements**. Mr. Terrazas invited Architect Charlie Garcia with CG5 Architects and Heron Lugo with RDZ Group to report on the status of the building's

improvements. Mr. Terrazas mentioned that all ADA compliance improvements on the building had been completed, except the elevator, which is currently being installed. He also mentioned that the only area not remodeled was the area where CDBG is now located and said that once the elevator is installed, the plan is to move CDBG to the 2nd floor so that all five offices on the 1st floor are removed. Mr. Lugo mentioned that the elevator had been completed but that more material was needed in addition to what came with it, causing a little delay. He mentioned that the elevator has been tested and passed inspection and that a checklist had been sent to the manufacturer, OTIS. They are now waiting an inspector from OTIS to come down from San Antonio to inspect the elevator, along with the city's Code Enforcement Officers, to sign off on its performance and functionality. Mr. Terrazas mentioned that after that is completed, then a State Inspector with ADA will also certify that everything in the building and outside is ADA compliant. Mr. Terrazas said that he will coordinate a Ribbon Cutting of the new building with City staff, City Council and TIRZ soon thereafter. Everything should be completed by next month.

Upon a motion made by Vice Chair Chapa and seconded by Director Moreno, the Board unanimously accepted the **TIRZ Building (1301 E. 8th Street) Improvements** as presented.

Chairman Garza recognized Co-Interim J.P. Terrazas to report on the **Bryan Road Reconstruction & Drainage Improvements Project**. Mr. Terrazas mentioned that due to recent rain, the project has been delayed a few days, but the contractor brought in additional crew members to assist. He mentioned that the city has opened the street from FM 495 south to Gastel Street; but that the contractor, Venser Contractors LLC, is aware that they want to complete the project ($6.2 million) before school starts in August. Towards IBC Bank on Bus. 83, crews are aligning that section and finalizing tie-ins with the water lines and storm drain. Crews will begin excavating next week at the detention pond that will be allocated by Bryan Elementary. The project is expected to be completed by September.

Upon a motion made by Director Dr. Noel O. Garza and seconded by Director Burleson, the Board unanimously accepted the **Bryan Road Reconstruction & Drainage Improvements Project.**

Regarding the **Taylor Road Project Phase II**: Mr. Terrazas welcomed Edgar Gonzalez, City Engineer, to report on this project, which involves the road extension from Business 83 to Mile 2 Road (Phase I extended Expressway 83 to Business 83). Phase II will mirror Phase I: two lanes each direction, left-turn lane, sidewalks, curbs/gutters, and railroad realignment (rail work ~ $1.2 million). Mr. Gonzalez said that the road extension from Business 83 to Mile 2 is expected to be completed by mid-July, which is about 75% done. He reported that water lines are 80% complete between FM 495 & Business 83 on the Mission side, and on the McAllen side they are 30% complete. Crews will begin work on the storm system in July, particularly by the railroad crossing. The entire project is about 24%. Mr. Terrazas said that city staff continue to work with Contractor Gonzalez Engineering & Management, so that there are no traffic impediments or disruptions since one of the main traffic signals belongs to McAllen. He mentioned that both cities are working together for a successful completion of this project.

Upon a motion made by Vice Chair Chapa and seconded by Director Moreno, the Board unanimously accepted the **Taylor Road Phase II Project**.

At **4:37 PM**, Chairman Garza announced that the Mission Redevelopment Authority Board of Directors would be convening in closed session. Vice Chair Chapa moved to convene. Motion was seconded by Director Dr. Noel O. Garza and approved unanimously.

5. **Closed Session Pursuant to V.T.C.A. Gov't Code Sections 551.071 and 551.087.**
   A. **Deliberation regarding economic development negotiations or projects including but not limited to the following: Report from Executive Director as to potential project(s).**
   B. **Consultation with Attorney.**

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

At **5:42 PM**, Chairman Garza announced that the Mission Redevelopment Board of Directors were convening in open session. Director Dr. Noel O. Garza moved to convene. Motion was seconded by Director Burleson and approved unanimously.

Director Riddle left the meeting at 5:19 PM.

No action was taken.

6. **Discussion and possible action to authorize the Executive Director to engage a consultant for the development strategy and planning for the future of Mission TIRZ No. 1 and other options available to the City of Mission.**

Executive Director Garcia reported that we previously worked with consultant Travis James of TXP in Austin, who is familiar with the Mission community and the TIRZ. Staff contacted Mr. Austin to request short-term assistance; he agreed and submitted a proposal for on-call services not to exceed $22,000 or 80 hours, billed at an hourly rate. Mr. Garcia reviewed the proposal with Financial Officer Joe Salazar and TIRZ legal counsel Gene Vaughan. Mr. Vaughan noted he reviewed the proposal and made minor edits to address options for creating a new TIRZ and potentially expanding the existing TIRZ, items not included in the original submission. Mr. Garcia recommends engaging Mr. Austin/TXP. The TXP proposal was not included in the meeting packet and Chairman Garza mentioned that he would have liked to see it prior to deciding on an engagement because he wanted to make sure that the items discussed in the recent TIRZ and City Council workshop were addressed. Mr. Vaughan read those topics as: assisting with establishing a new TIRZ, modifying the project and financing plan for an existing TIRZ, expanding TIRZ boundaries, negotiating development agreements, updating revenue forecasts, and revising TIRZ plans at a developer's request. Mr. Garcia said the Board could either defer to a second review or approve the engagement pending another legal review. Chairman Garza reiterated he wanted confirmation the proposal addresses the workshop items; Mr. Garcia assured him it does. Chairman Garza also asked whether TXP's fees match prior rates; Financial Officer Salazar confirmed the previous engagement was $275 per hour, not to exceed $16,500 (60 hours).

Upon a motion duly made by Director Dr. Noel O. Garza and being seconded by Director Burleson, the Board authorized the Executive Director to engage TXP for the development and planning strategy for the future of Mission TIRZ No. 1 and other options available to the City of Mission.

7. **Discussion and possible action related to the transfer of the following project to its respective entity: El Milagro Phase I Project (Killam Development).**

Executive Director Garcia said that since this project is complete and paid for, and per the Authority's auditors' advice, it must be removed from our financial records. The project, owned by the City of Mission, will be taken off our books and transferred to the city.

Upon a motion duly made by Vice Chair Chapa and seconded by Director Moreno, the Board approved the transfer of El Milagro Phase I Project (Killam Development), to the City of Mission.

8. **Acceptance of Adjusted Financial Reports for May 2026.**

Financial Officer Joe Salazar presented the Adjusted Financial Report for May 2026.

Upon a motion made by Vice Chair Chapa and seconded by Director Moreno, the Board unanimously accepted the Adjusted Financial Report for the month of May 2026 as presented.

10. **Approval of invoices for June 2026.**

Finance Officer Joe Salazar presented the invoices for the month of June. Mr. Salazar mentioned that nothing was out of the ordinary and invoices presented were routine.

Upon a motion made by Director Burleson and seconded by Director Dr. Noel O. Garza, the Board unanimously approved all invoices for the month of June 2026.

10. **Adjournment.**

As there was no further business to discuss, upon a motion made by Vice Chair Chapa and seconded by Director Burleson, the Board unanimously voted to adjourn the meeting at 6:00 PM.

By: _____ Attest: _____

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

Title: Chairman Title: Secretary

Date: _____ Date: _____

Mission Redevelopment Authority
Board of Directors Meeting
August 24, 2026

MINUTES

Call to Order, Establishment of Quorum

The Board of Directors of the Mission Redevelopment Authority (MRA) held a regular meeting open to the public, in person, August 24, 2026, at 4:00 PM, at 801 N. Bryan Road, Mission Texas, and the roll was called of the duly appointed members of the Board, to-wit:

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

All the above were present except Vice Chair Albert X. Chapa and Director Riddle. Also present were, Attorney Gene Vaughan, J.P. Terrazas, Joe Salazar, Renato Rodriguez, Ruben James de Jesus, Councilwoman Marissa Gerlach, Stephanie Mendiola, Charlie Garcia, Damien Tijerina, Judy Vega, and Executive Director Teclo J. Garcia.

1. **Call Meeting to Order at 4:04 PM.**

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

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

3. **Approval of minutes: June 22, 2026.**

   There being no changes or corrections, upon a motion made by Director Burleson and seconded by Director Dr. Noel O. Garza, the Board unanimously approved the Board meeting minutes of June 22, 2026.

   Secretary Aissa I. Garza joined the meeting at 4:08 PM.

4. **Acceptance of Project Reports:**

   El Milagro Phase I Project – No report was presented.

   Inspiration Rd./Military Parkway Loop Phases II and III – Chairman Martin Garza recognized Damien Tijerina, P.E., of L&G Engineering. For Phase II, Mr. Tijerina reported that the City of Mission would like to combine its utility and roadway plans into a joint bid. L&G has reviewed the plans for conflicts and provided comments. A complete set of plans is expected within two to three weeks for submission of the bid package to TxDOT. AT&T, AEP, and Texas Gas are nearly complete with their utility designs and are expected to provide schedules to the City.

For **Phase III**, three Inspiration Road parcels remain in the ROW acquisition process. Parcel Nos. 12, 20, and 28 are expected to be finalized by the end of September 2026. No additional ROW acquisition fees are anticipated, and any remaining project funds are expected to be transferred to the Military Parkway project. Chairman Garza requested the final amount available for rollover upon completion.

Co-Interim City Manager J.P. Terrazas reported that the City is finalizing its in-house utility design, estimated at approximately $2 million, with L&G assisting in reviewing the design for potential conflicts with the drainage system. Final cost estimates and a funding requisition are expected at the next Board meeting.

Upon a motion made by Secretary Aissa I. Garza and seconded by Director Moreno, the Board unanimously accepted the **Inspiration Road/Military Parkway Loop Phases II and III** report as presented.

Tierra Dorada Sanitary Sewer Improvements Project – Chairman Garza recognized Ruben James de Jesus, P.E., of Melden & Hunt, Inc. Mr. de Jesus reported that the project has reached substantial completion. The lift station pad has been poured, power is connected, and M&H is scheduling pump testing. Minor cleanup and miscellaneous items remain, with final closeout expected within a few weeks. No additional change orders are anticipated. Final project numbers will be presented upon closeout.

Upon a motion made by Secretary Aissa I. Garza and seconded by Director Moreno, the Board unanimously accepted the **Tierra Dorada Sanitary Improvements Project** as presented.

Inspiration Road Trunklines (Sanitary Sewer Master Plan) – Mr. de Jesus reported that the design has been finalized and specifications will be submitted to City procurement for advertisement authorization. Materials are readily available, and no significant lead times are anticipated. Bid letting is expected in September.

Upon a motion made by Director Burleson and seconded by Director Dr. Noel O. Garza, the Board unanimously accepted the **Inspiration Road Trunklines (Sanitary Sewer Master Plan)** report as presented.

Walsh Road Expansion Project – Mr. de Jesus reported that the project extends approximately ¼ mile from Perez Street to Frontage Road. Plans are finalized and TxDOT permits have been obtained. The project includes a 60-foot ROW and a 36-foot curb section. The remaining ROW is under appraisal, and the condemnation process has begun for one property. A court hearing date is pending, with an update to be provided at the next Board meeting.

Upon a motion made by Director Dr. Noel O. Garza and seconded by Secretary Aissa I. Garza, the Board unanimously accepted the **Walsh Road Expansion Project** report as presented.

Glasscock & Bryan Road Sanitary Sewer Improvements Project – Mr. de Jesus reported that all testing is complete and RDH Contractors are preparing to begin boring. Excavators are on site, and bore holes are expected to begin within a few weeks. Dewatering and water control measures will continue throughout the boring process. No road closures are anticipated.

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

Hoerner Street Project – Co-Interim City Manager J.P. Terrazas reported that bidding has begun and is expected to conclude by the end of the following week. Developer Dolly Elizondo has signed the agreement regarding the detention pond at Las Esperanzas Subdivision, and all documents are in place. The City has committed to providing a credit for detention pond discharge fees. Construction is estimated at approximately $1.5 million.

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

TIRZ Building (1301 E. 8th Street) Improvements – Co-Interim City Manager J.P. Terrazas reported that remodeling is complete and the City's Media Department is expected to move into the building within two weeks. Renato Rodriguez of RDZ Group reported that elevator installation is progressing and is expected to be completed by the next Board meeting. Delays were related to materials, electrical issues, and mechanical concerns. State inspection requirements remain in process.

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

Bryan Road Reconstruction & Drainage Improvements Project – Co-Interim City Manager J.P. Terrazas reported that the area between FM 495 and Ursula is open to northbound and southbound traffic. Work is continuing near the school and on the detention pond, along with utility adjustments and alignments. Mission CISD has donated two properties for parking and detention pond purposes. The project is expected to be completed by September. Venser Contractors LLC is the lead contractor.

Upon a motion made by Secretary Aissa I. Garza and seconded by Director Dr. Noel O. Garza, the Board unanimously accepted the **Bryan Road Reconstruction & Drainage Improvements Project.**

Taylor Road Project Phase II – Mr. Terrazas reported that the Business 83/Taylor Road intersection has reopened following construction. Phase II extends from Business 83 to Mile 2 Road and includes two lanes in each direction, a left-turn lane, sidewalks, curbs/gutters, and railroad realignment. The traffic signal is operational. Mission utility work is approximately 90% complete, while water line installation on the McAllen side is approximately 50% complete. Both cities continue coordinating on the project.

Upon a motion made by Director Burleson and seconded by Director Moreno, the Board unanimously accepted the **Taylor Road Phase II Project**.

El Milagro Phase I – Secretary Aissa I. Garza noted that no project report had been presented for several months. Executive Director Garcia reported that he has requested updates from Killam Development but has not received further reports or seen representatives at Board meetings. Chairman Garza requested information regarding the status of the development and any construction permits. Mr. Garcia reported that electrical work has been observed, but no residential construction has been seen. Mr. Terrazas reported that he has been communicating with Dr. Rolando Ortiz regarding an agreement for maintenance of the railroad crossing at Los Indios Roadway; the agreement has been sent to the developer for review.

At **4:57 PM**, Chairman Garza announced that the Mission Redevelopment Authority Board of Directors would convene in closed session. Secretary Aissa I. Garza moved to convene, seconded by Director Dr. Noel O. Garza. The motion was unanimously approved.

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

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

At **5:12 PM**, Chairman Garza announced that the Board was reconvening in open session. Secretary Aissa I. Garza moved to reconvene, seconded by Director Dr. Noel O. Garza. The motion was unanimously approved.

No action was taken.

6. Discussion and possible action to approve a first amendment to reimbursement agreement between the Mission Redevelopment Authority and the City of Mission related to the Bryan Road Reconstruction & Drainage Improvements Project.

Executive Director Garcia reported that the amendment relates to a $97,370.00 Change Order for a traffic light upgrade at Bryan Road and FM 495. The Change Order will be paid from the General Fund rather than bond funds. The reimbursement agreement will increase from $6,500,000.00 to $6,597,370.00. Secretary Aissa I. Garza noted an incorrect amount in the agreement, which will be corrected.

Discussion included remaining project funds, pending pay applications, and a potential outstanding engineering invoice related to the redesign of Bryan Road. Legal Counsel Gene Vaughan stated that the invoice would need to be reviewed for statute-of-limitations issues. Chairman Garza requested that the current Change Order be addressed separately from the redesign matter and recommended including contingencies in future projects to avoid using General Fund resources.

Subject to the correction noted by Secretary Aissa I. Garza, upon a motion made by Director Burleson and seconded by Secretary Aissa I. Garza, the Board approved the first amendment to the reimbursement agreement in the amount of $6,597,370.00, with the $97,370.00 Change Order to be paid from the General Fund.

7. Discussion and possible action to approve a reimbursement agreement between Mission Redevelopment Authority and the City of Mission related to the Citriana Street Drainage Project.

Executive Director Garcia reported that the project is a bond-funded project in the amount of $1.3 million. The Authority's share is $1.3 million, with the remaining project costs funded through other City grants and sources. Mr. Terrazas stated that the project recently began and will be included in future project reports.

Upon a motion duly made by Secretary Aissa I. Garza and seconded by Director Moreno, the Board approved the reimbursement agreement related to the Citriana Street Drainage Project in the amount of $1.3 million.

8. Selection of firm for the Authority's audit services.

Mr. Garcia proposed advertising for audit service proposals and bringing the matter back to the Board next month for selection. Secretary Aissa I. Garza volunteered to assist staff in evaluating the proposals. No other Board members volunteered.

No action was taken.

9. Discussion and possible action regarding the acceptance of General Fund and Debt Service Fund Investment Reports for quarter ending June 30, 2026.

Financial Officer Joe Salazar presented the General Fund and Debt Service Fund Investment Reports for the quarter ending June 30, 2026.

There being no corrections or additions, upon a motion made by Secretary Aissa I. Garza and seconded by Director Dr. Noel O. Garza, the Board accepted the reports as presented.

10. Discussion and possible action to approve Amendment to the Authority's Fiscal Year 2026 Budget.

Financial Officer Joe Salazar presented the proposed amendment as a year-end housekeeping item affecting the General Fund, Capital Projects Fund, and Debt Service Fund. The amendments adjust revenue and investment estimates, bond proceeds, project expenditures, bond issuance costs, and transfers related to the 2026 bond issuance and reserve requirements.

Upon a motion made by Secretary Aissa I. Garza and seconded by Director Moreno, the Board unanimously approved the Amendment to the Authority's Fiscal Year 2026 Budget.

11. Discussion regarding the Authority's preliminary Budget for Fiscal Year 2027.

Executive Director Garcia presented the preliminary FY 2027 Budget for Board review and stated that it was not presented for approval. He noted that there were no major changes from the prior year's budget and that 2025 figures were included for reference. Board members were invited to contact Mr. Garcia or Financial Officer Joe Salazar with questions.

No action was taken.

12. Acceptance of Adjusted Financial Reports for June & July 2026.

Financial Officer Joe Salazar presented the Adjusted Financial Reports for June and July 2026. In response to a question from Secretary Aissa I. Garza, Mr. Salazar reported that County funding had not yet been received but had been requested.

There being no corrections or additions, upon a motion made by Secretary Aissa I. Garza and seconded by Director Burleson, the Board unanimously accepted the Adjusted Financial Reports for June and July 2026 as presented.

13. Approval of invoices for August 2026.

Finance Officer Joe Salazar presented the August 2026 invoices and reported that they were routine, and nothing was out of the ordinary.

Upon a motion made by Secretary Aissa I. Garza and seconded by Director Moreno, the Board unanimously approved all invoices for August 2026.

14. Executive Director's Report

None.

15. Adjournment.

There being no further business, upon a motion made by Secretary Aissa I. Garza and seconded by Director Moreno, the Board unanimously voted to adjourn the meeting at 6:09 PM.

By: _____

Printed Name: Martin Garza

Title: Chairman

Date: _____

Attest: _____

Printed Name: Aissa I. Garza

Title: Secretary

Date: _____

Mission Tax Increment Reinvestment Zone
Board of Directors Special Meeting
August 24, 2026

MINUTES

Call to Order, Establishment of Quorum

The Board of Directors of the Mission TIRZ #1, held a meeting open to the public, in person, on August 24, 2026 at 801 N. Bryan Road, Mission, Texas and at 6:10 PM, the roll was called of the duly appointed members of the Board, to-wit:

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

All the above were present except Vice Chair Albert X. Chapa and Director Riddle. Also present were, Attorney Gene Vaughan, J.P. Terrazas, Joe Salazar, Ruben James de Jesus, Councilwoman Marissa Gerlach, Judy Vega, and Executive Director Teclo J. Garcia.

1. Call meeting to order and establish quorum.

2. Consent Agenda:

   A. Approve minutes of the June 22, 2026 meeting of the TIRZ #1.
   B. Ratify all actions taken by the Mission Redevelopment Authority Board of Directors at the August 24, 2026 meeting.

3. Adjournment.

Upon a motion made by Secretary Aissa I. Garza and seconded by Director Burleson, the Board unanimously approved the Consent Agenda.

As there was no further business for the board to consider, upon a motion duly made by Secretary Aissa I. Garza and seconded by Director Moreno, the Board unanimously voted to adjourn the meeting at 6:11 PM.

By: _____ Attest: _____

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

Title: Chairman Title: Secretary

Date: _____ Date: _____

Mission Redevelopment Authority
Board of Directors Special Meeting
September 10, 2026

MINUTES

Call to Order, Establishment of Quorum

The Board of Directors of the Mission Redevelopment Authority (MRA) held a special meeting open to the public, in person, September 10, 2026, at 4:00 PM, at 801 N. Bryan Road, Mission Texas, and the roll was called of the duly appointed members of the Board, to-wit:

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

All the above were present. Participating in the teleconference was Secretary Aissa I. Garza. Also present were, Attorney Gene Vaughan, Joe Salazar, Edgar Gonzalez, Stephanie Mendiola, Mayor Norie Gonzalez Garza, and Judy Vega.

1. **Call Meeting to Order at 4:06 PM.**

   Chairman Martin Garza opened the meeting with a welcome to all. He recognized and thanked Mayor Norie Gonzalez Garza for joining the meeting.

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

   At **4:08 PM**, Chairman Garza announced that the Mission Redevelopment Authority Board of Directors would be convening in closed session. Vice Chair Chapa moved to convene. The motion was seconded by Director Riddle and approved unanimously.

3. **Closed Session Pursuant to V.T.C.A. Gov't Code Sections 551.074 and 551.071.**

   A. **Deliberation regarding personnel matters, including but not limited to the following: Executive Director Position**
   B. **Consultation with Attorney.**

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

At **5:14 PM**, Chairman Garza announced that the Mission Redevelopment Board of Directors were convening in open session. Vice Chairman Albert Chapa moved to convene. The motion was seconded by Director Dr. Noel O. Garza and approved unanimously.

The following motions were made:

Regarding Personnel Matters:

Upon a motion made by Director Riddle and seconded by Director Moreno, the Board unamimously voted to name J.P. Terrazas Acting Executive Director for the Mission Redevelopment Authority and Tax Increment Reinvestment Zone #1, effective September 10, 2026 to December 31, 2026.

Upon a motion made by Director Riddle and seconded by Director Dr. Noel O. Garza, the Board unanimously voted to compensate J.P. Terrazas the amount as discussed in closed session.

Regarding Consultation with Attorney:

Upon a motion made by Director Riddle and seconded by Director Moreno, the Board unanimously approved a Ninth Amendment to the Interim Administrative Services Agreement between the Mission Redevelopment Authority and the City of Mission with a change on the amount of the agreement from $12,376.00 to $9,649.00 per month, effective September 10, 2026 to December 31, 2026.

4. Adjournment.

As there was no further business to discuss, upon a motion made by Director Burleson and seconded by Vice Chair Chapa, the Board unanimously voted to adjourn the meeting at 5:18 PM.

By: _____ Attest: _____

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

Title: Chairman Title: Secretary

Date: _____ Date: _____

Mission Redevelopment Authority
Board of Directors Meeting
September 21, 2026

MINUTES

Call to Order, Establishment of Quorum

The Board of Directors of the Mission Redevelopment Authority (MRA) held a regular meeting open to the public, in person, September 21, 2026, at 4:00 PM, at 801 N. Bryan Road, Mission Texas, and the roll was called of the duly appointed members of the Board, to-wit:

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

All directors listed above were present except Directors Burleson and Moreno; Director Riddle participated by teleconference. Also attending in person were Legal Counsel Kristen Gutierrez, Armando Sandoval, Renato Rodriguez, Joe Salazar, Ruben James de Jesus, Councilwoman Marissa Gerlach, Mayor Norie Gonzalez Garza, Damien Tijerina, Judy Vega, and Acting Executive Director J.P. Terrazas.

1. **Call Meeting to Order at 4:01 PM.**

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

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

3. **Approval of minutes: Regular Meeting of August 24, 2026 & Special Meeting of September 10, 2026.**

   There being no changes or corrections, upon a motion made by Director Dr. Noel O. Garza and seconded by Secretary Aissa I. Garza, the Board unanimously approved the meeting minutes of August 24, 2026 and Special Meeting of September 10, 2026.

4. **Acceptance of Project Reports:**

   El Milagro Phase I Project - Abel Bocanegra, P.E., of Killam Development reported that 32 conduit crossings had been completed. AEP's electrical installation is expected to finish by November despite delays caused by damaged markers. Residential permitting was expected to begin in mid-October, with construction awaiting completion of power installation. Chairman Garza requested continued updates at future meetings.

   Upon a motion made by Secretary Aissa I. Garza and seconded by Vice Chair Chapa, the Board unanimously accepted the **El Milagro Phase I report**.

Inspiration Rd./Military Parkway Loop Phases II and III - Damien Tijerina, P.E., of L&G Engineering reported that **Phase II** was approaching a 100% submittal, with utility coordination underway. Texas Gas Service is expected to complete adjustments within two to three weeks, while Military Parkway production has not begun. L&G submitted a $206,596.00 supplemental for work performed during project separation and incorporation of the City's utility plan, drainage adjustments, and updated traffic controls. Executive Director J.P. Terrazas explained that an amendment to the reimbursement agreement would be required and that construction should begin in early 2027.

For Phase III, 21 of Inspiration Road's 22 ROW parcels had been acquired, with Parcel No. 28 pending closing; utility adjustments were expected by year-end. Military Parkway had 25 parcels, including 23 in negotiation and two in appraisal, with none in eminent domain or closing.

Upon a motion made by Secretary Aissa I. Garza and seconded by Director Dr. Noel O. Garza, the Board unanimously accepted the Inspiration Road/Military Parkway Loop Phases II and III report as presented.

Tierra Dorada Sanitary Sewer Improvements Project - Ruben James de Jesus, P.E., of Melden & Hunt, Inc. reported substantial completion of the lift station, with punch-list items, final payments, and closeout pending. The station was expected to become operational within 30 days after testing and AEP transformer connection, after which the City would assume ownership and the one-year warranty would begin.

Upon a motion made by Secretary Aissa I. Garza and seconded by Vice Chair Chapa, the Board unanimously accepted the Tierra Dorada Sanitary Improvements Project as presented.

Inspiration Road Trunklines (Sanitary Sewer Master Plan) - Mr. de Jesus reported that the design was tied to Lift Station No.10. Specifications were scheduled for submission to City procurement, with City Council bid-advertising authorization anticipated on October 13, 2026, followed by publication and a 14-day bidding period.

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

Walsh Road Expansion Project - Mr. de Jesus reported that the approximately quarter-mile project from Perez Street to Frontage Road had finalized plans and TxDOT permits. It includes a 60-foot ROW and 36-foot curb section. Condemnation documents for one property were ready pending a hearing date after the owner withdrew the offer to sell the land for $360,000 above the appraised value of $306,000.

Upon a motion made by Secretary Aissa I. Garza and seconded by Vice Chair Chapa, the Board unanimously accepted the **Walsh Road Expansion Project** report as presented.

Glasscock & Bryan Road Sanitary Sewer Improvements Project - Mr. de Jesus reported that testing was complete, materials were on site, and RDH Contractors was preparing to begin boring. Groundwater in the bore pits was being controlled to avoid delays, and the crossing was expected to be completed within two weeks.

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

Hoerner Street Project - Executive Director J.P. Terrazas reported that developer Dolly Elizondo had signed the detention-pond agreement and all documents were in place. Although construction was estimated at approximately $1.5 million, 15 bids were received, with the three lowest at $781,676.78, $788,000.00, and $827,000.000. City Purchasing was processing an award to the lowest bidder, and an amendment to the reimbursement agreement would be presented at the next TIRZ Board meeting because construction funds had not been allocated.

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

TIRZ Building (1301 E. 8th Street) Improvements - Renato Rodriguez of RDZ Group reported that elevator installation was nearing completion and the crew was checking the plastic-metal roof for leaks. The first floor was complete and occupied by the CDBG and Grants Department, with the Media Department expected to move in soon. Chairman Garza asked about a ribbon cutting after completion. Exec. Dir. Terrazas said a ribbon cutting ceremony would be held upon completion of the project.

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

Bryan Road Reconstruction & Drainage Improvements Project - Executive Director Terrazas reported that paving was expected within one to two weeks, weather permitting, and the road was anticipated to open by mid-October. Staff coordinated with Mission CISD on fencing, irrigation, and vegetation at the school detention pond; sidewalk improvements were also completed. Chairman Garza thanked staff, and Mr. Terrazas praised Venser Contractors LLC for its assistance.

Upon a motion made by Secretary Aissa I. Garza and seconded by Director Dr. Noel O. Garza, the Board unanimously accepted the **Bryan Road Reconstruction & Drainage Improvements Project**.

Taylor Road Project Phase II – Deputy City Engineer Edgar Gonzalez reported that the project was 17% complete with approximately 8% usage on days. The project extends from Business 83 to Mile 2 Road and includes two lanes in each direction, a left-turn lane, sidewalks, curbs/gutters, and railroad realignment. Mission's water line work was 85% complete, and McAllen's portion was 33% complete. Business 83 had reopened, and work continued on signals, storm drainage, and the outfall.

Upon a motion made by Secretary Aissa I. Garza and seconded by Director Dr. Noel O. Garza, the Board unanimously accepted the **Taylor Road Phase II Project**.

Citriana Street Drainage Improvements Project – Exec. Dir. Terrazas reported that the multi-part project included Spikes & Jupiter and Astroland, with funding from the City, TIRZ, FEMA, and other entities. La Cuchilla was complete, the next project was expected to begin within two to three weeks, and Mission CISD donated one acre for the Astroland detention pond.

Improvements began in July 2026 and were expected to finish by year-end.

Upon a motion made by Secretary Aissa I. Garza and seconded by Director Dr. Noel O. Garza, the Board unanimously accepted the **Citriana Street Drainage Improvements Project report**.

At **4:47 PM**, Chairman Garza announced that the Mission Redevelopment Authority Board of Directors would convene in closed session. Secretary Aissa I. Garza moved to convene. Motion was seconded by Vice Chair Chapa, and approved unanimously.

5. Closed Session Pursuant to V.T.C.A. Gov't Code Sections 551.087, 551-074, and 551.071.

A. Deliberation regarding economic development negotiations or projects including but limited to the following: Report from Executive Director as to potential project(s).
B. Deliberation and possible action regarding Personnel Matters: Executive Director Position.
C. Consultation with Attorney.

At **5:17 PM**, Chairman Garza announced that the Board was reconvening in open session. Director Dr. Noel O. Garza moved to reconvene. Motion was seconded by Secretary Aissa I. Garza and approved unanimously.

No action was taken on any of the items.

6. Discussion and possible action to select a firm to provide audit and attest services to the Authority.

Exec. Dir. Terrazas reported that proposals were received from Burton, McCumber & Longoria LLP (BML), Carr Riggs & Ingram (CRI), and Luis Orozco CPA. Following review with Secretary Aissa I. Garza and Financial Officer Joe Salazar, BML was recommended for a one-year engagement to align with the future audit-proposal schedules of the City of Mission and Mission EDC.

Upon a motion made by Director Noel O. Garza and seconded by Secretary Aissa I. Garza, the Board unamimously approved the engagement with BML for one year.

7. Discussion and possible action to approve a Banking Resolution for PlainsCapital Bank for the purpose of updating the authorized signatories for the Authority's bank accounts.

Acting Executive Director Terrazas explained that former Executive Director Teclo Garcia had retired and needed to be removed as a signatory, with a new signatory designated.

Upon a motion made by Director Dr. Noel O. Garza and seconded by Secretary Aissa I. Garza, the Board approved the Banking Resolution for PlainsCapital Bank for the purpose of updating the authorized signatories for the Authority's Bank accounts, replacing Teclo J. Garcia with Acting Exec. Director J.P. Terrazas as signatory. Due to his relationship with PlainsCapital Bank, Vice Chair Albert X. Chapa abstained from voting.

8. Discussion and possible action to approve a Non-Corporate Resolution Amending Authorized Representatives for the Authority with Multi-Bank Securities Inc.

Director Dr. Noel O. Garza exited the meeting at 5:21 PM.

Upon a motion made by Vice Chair Chapa and seconded by Secretary Aissa I. Garza, the Board unanimously approved a Non-Corporate Resolution Amending the Authorized Representatives for the Authority with Multi-Bank Securities Inc. The motion calls for the removal of former Executive Director Teclo J. Garcia as an authorized representative and replacing him with Acting Exec. Director J.P. Terrazas.

9. Discussion and possible action to approve an Authorized Signers Certificate with US Bank, to designate authorized signers for the Authority for all related bond issues.

Upon a motion made by Vice Chair Chapa and seconded by Secretary Aissa I. Garza, the Board unanimously approved an Authorized Signers Certificate with US Bank for all bond related issues, removing former Executive Director Teclo J. Garcia as a designated signer and replacing him with Acting Exec. Director J.P. Terrazas.

10. Discussion to approve a Resolution Amending Authorized Representatives for the Authority with TexPool.

Upon a motion made by Secretary Aissa I. Garza and seconded by Vice Chair Chapa, the Board unanimously approved a Resolution Amending Authorized Representatives for the Authority with TexPool, removing former Executive Director Teclo J. Garcia and replacing him with Acting Exec. Dir. J.P. Terrazas, The Board also requested the inclusion of Financial Officer Joe Salazar as authorized representative with TexPool in addition to Mr. Terrazas, since Mr. Salazar is also Investment Officer for the Authority.

11. Discussion and possible action to approve the Authority's Budget for Fiscal Year 2026-2027.

Financial Officer Joe Salazar presented the unchanged preliminary budget, including allocations for projects in the Bond Series 2026 Capital Projects Fund. He said savings could result from projects not completed during the prior fiscal year. Regarding the L&G's $206,596 Inspiration Road supplemental, Mr. Salazar stated that surplus Bond Series 2023 funds were available due to interest earned while the Killam Development project remained incomplete and unpaid.

Upon a motion made by Secretary Aissa I. Garza and seconded by Vice Chair Chapa, the Board unanimously approved the Authority's Fiscal Year 2026-2027 Budget as presented.

12. Acceptance of Adjusted Financial Reports for August 2026.

Financial Officer Joe Salazar presented the reports and noted that total assets on the Balance Sheet should be corrected from $3,275,247.72 to $9,121,633.39 so they match total liabilities and fund balance.

Subject to the correction noted by Mr. Salazar, upon a motion made by Secretary Aissa I. Garza and seconded by Vice Chair Chapa, the Board unanimously accepted the Adjusted Financial Report for August 2026.

13. Approval of invoices for September 2026.

Financial Officer Joe Salazar reported that the invoices were routine and that TXP consulting services related to the TIRZ extension or potential TIRZ No. 2 would continue. The Bond Series 2023 earned significant interest, but the arbitrage report found that the Authority owed nothing to the IRS. Exec. Dir. Terrazas explained that Venser Construction LLC's monthly weather report was informational only and did not affect pay applications.

Upon a motion made by Vice Chair Chapa and seconded by Secretary Aissa I. Garza, the Board unanimously approved all invoices for the month of September 2026.

14. Executive Director's Report.

Chairman Garza requested continued communication with TXP regarding the potential expansion or creation of a TIRZ #2. Mr. Terrazas reported that he was developing a plan identifying projects that could be included in an expansion or a second TIRZ.

15. Adjournment.

There being no further business, upon a motion made by Vice Chair Chapa and seconded by Secretary Aissa I. Garza, the Board unanimously voted to adjourn the meeting at 5:40 PM.

By: _____	Attest: _____
Printed Name: Martin Garza	Printed Name: Aissa I. Garza
Title: Chairman	Title: Secretary
Date: _____	Date: _____

NOTICE OF SPECIAL MEETING
MISSION EDUCATION DEVELOPMENT COUNCIL, INC.
AUGUST 27, 2026

The Board of Directors of the Mission Education Development Council, Inc., held a special meeting on Thursday, August 27, 2026, at 4:00 PM, at The Center for Education and Economic Development, 801 N. Bryan Road, Mission, Texas, 78572, to discuss the following agenda:

1. Call to order and establish quorum.
2. Citizens' Participation.
3. Approval of minutes: Regular Meeting of July 23, 2026.
4. Discussion and possible action to approve an Amendment to the Mission Education Development Council's Fiscal Year 2026 Budget.
5. Deliberation and possible action for the approval of Resolution No.2026-02, adopting Mission Education Development Council Inc.'s Fiscal Year 2027 Budget.
6. Executive Director's Report.
7. Adjournment.

Minutes are as follows:

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

ABSENT:
Julian Alvarez, Treasurer

ALSO PRESENT:
Greg Kerr, JGKL LLP
Lee McCormick, President, CDA

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

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

   Chair Richard Hernandez called the meeting to order at 5:42 PM.

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

3. **Approval of Minutes: Regular Meeting of July 23, 2026.**

   Mayor Norie Gonzalez Garza moved for approval of the regular meeting minutes of July 23, 2026. Motion was seconded by Secretary Estella Saenz and approved 6-0.

4. **Discussion and possible action to approve an Amendment to the Mission Education Development Council's Fiscal Year 2026 Budget.**

   Executive Director Belen Guerrero explained that the amendment formally records a reallocation of funds within the Mission Education Development Council's 2026 fiscal year budget. The amendment increases the Special Event Expenses allocation by $3,000 and Mission Ready fund by $33,000. The changes document the revised distribution of budgeted funds for fiscal year 2026.

   Jose G. Vargas moved to approve an Amendment to the Mission Education Development Council's Fiscal Year 2026 Budget. Motion was seconded by Carl Davis and approved 6-0.

5. **Deliberation and possible action for the approval of Resolution No. 2026-02, adopting Mission Education Development Council Inc.'s Fiscal Year 2027 Budget.**

   Executive Director Belen Guerrero mentioned that this is to adopt the 2027 Fiscal Year budget. A significant increase has been made to the MEDC fund transfer line item to better account for the Mission Ready program and increase the number of internship slots from 15 to 20 this coming year.

   Carl Davis moved to approve Resolution No. 2026-02, adopting Mission Education Development Council Inc.'s Fiscal Year 2027 Budget. Motion was seconded by Vice Chair Deborah Cordova and approved 6-0.

6. **Executive Directors' Activity Report.**

   Executive Director Belen Guerrero presented this item by sharing a video highlighting the Mission Ready Program Intern Celebration along with testimonials from some of the interns on how the program impacted their personal and professional development.

7. **Adjournment.**

   At 5:57 PM, Mayor Norie Gonzalez Garza moved to adjourn the meeting. Motion was seconded by Secretary Estella Saenz and approved 6-0.

MINUTES OF THE MISSION EDUCATION DEVELOPMENT COUNCIL, INC. BOARD OF DIRECTORS SPECIAL MEETING HELD ON AUGUST 27, 2026 WERE APPROVED ON THIS THE ____ DAY OF _____, 2026.

_____

Estella Saenz, Secretary

NOTICE OF SPECIAL MEETING
MISSION EDUCATION DEVELOPMENT COUNCIL, INC.
SEPTEMBER 24, 2026

The Board of Directors of the Mission Education Development Council, Inc., held a special meeting on Thursday, September 24, 2026, at 4:00 PM, at the Center for Education and Economic Development, 801 N. Bryan Road, Mission, Texas, 78572, to discuss the following agenda:

1. Call to order and establish quorum.
2. Citizens' Participation.
3. Closed Session Pursuant to V.T.C.A. Gov. Code. Sec. 551.001 et seq.
   Deliberation and possible action regarding Personnel Matters (as permitted under Tex. Gov't 551.074; including, but not limited to the following: **Executive Director Position**
   Consultation with Attorney and possible action (as permitted under Texas Government Code Section 551.071).
   The Mission Education Development Council Board of Directors will reconvene in open session to take any actions necessary.
   Discussion and possible action to approve a resolution Amending Authorized Representatives for the Mission Education Development Council with Lone Star National Bank.
4. Discussion and possible action to approve a resolution Amending Authorized Representatives for the Mission Education Development Council with Lone Star National Bank.
5. Adjournment.

Minutes are as follows:

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

ABSENT:

ALSO PRESENT:
Gene Vaughan, JGKL LLP

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

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

   Chair Richard Hernandez called the meeting to order at 6:10 PM.

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

   At **6:10 PM**, Chair Richard Hernandez announced that the Mission Economic Development Council Inc. board of directors will convene in closed session.

3. **Closed Session Pursuant to V.T.C.A. Gov. Code. Sec. 551.001 et seq.**

   Deliberation and possible action regarding Personnel Matters (as permitted under Tex. Gov't 551.074; including, but not limited to the following:

   Executive Director Position

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

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

   At **6:11 PM**, Chair Richard Hernandez announced that the Mission Education Development Council Inc. board of directors would be reconvening in open session. Motions are as follows:

   Regarding Personnel Matters:
   Executive Director Position: Mayor Norie Gonzalez Garza moved to name Acting CEO Joe Salazar as Executive Director of the Mission Education Development Council. Motion was seconded by Jose G. Vagas and approved 7-0.

   Regarding Consultation with Attorney: No action.

4. **Discussion and possible action to approve a resolution Amending Authorized Representatives for the Mission Education Development Council with Lone Star National Bank.**

   Acting CEO Joe Salazar presented this resolution to remove former Executive Director Belen Guerrero as an authorized representative on the Mission Education Development Council bank account with Lone Star National Bank , and add himself as an authorized representative.

   Jose G. Vargas moved for approval of the resolution Amending Authorized Representatives for the Mission Education Development Council with Lone Star National Bank removing Belen Guerrero Aguirre and adding Acting CEO Joe Salazar as authorized representative. Motion was seconded by Vice Chair Deborah L. Cordova and approved 7-0.

5. **Adjournment.**

   At 6:12 PM, Jose G. Vargas moved to adjourn the meeting. Motion was seconded by Secretary Estella Saenz and approved 7-0.

MINUTES OF THE MISSION EDUCATION DEVELOPMENT COUNCIL, INC. BOARD OF DIRECTORS SPECIAL MEETING HELD ON SEPTEMBER 24, 2026 WERE APPROVED ON THIS THE ____ DAY OF _____, 2026.

_____
Estella Saenz, Secretary

NOTICE OF REGULAR MEETING & PUBLIC HEARING
MISSION ECONOMIC DEVELOPMENT CORPORATION
SEPTEMBER 24, 2026 4:00 PM
CENTER FOR EDUCATION AND ECONOMIC DEVEVELOPMENT

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

ABSENT:

ALSO PRESENT:
Gene Vaughan, JGKL LLP

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

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

   After establishing a quorum of the Mission Economic Development Corporation, President Richard Hernandez called the meeting to order at 4:03 PM.

2. **Invocation: Secretary** Estella Saenz.

3. **Pledge of Allegiance:** Treasurer Julian Alvarez.

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

5. **Approval of Minutes: Regular Meeting & Public Hearing of August 27, 2026 and Special Meeting of September 9, 2026.**

   There being no corrections or additions, Mayor Norie Gonzalez Garza moved for approval of the Regular Meeting & Public Hearing of August 27, 2026 and Special Meeting of September 9, 2026. Motion was seconded by Jose G. Vargas and approved 6-0.

6. **Deliberation and possible action to accept the Adjusted Financial Statement for August 2026.**

   Acting CEO Joe Salazar presented the Adjusted Financial Statement for August 2026.

   Carl Davis moved for acceptance of the Adjusted Financial Statement for August 2026, as presented. Motion was seconded by Treasurer Julian Alvarez and approved 6-0.

7. **Discussion and possible action to approve an Amendment to MEDC's FY 2025-2026 Budget.**

   Acting CEO Joe Salazar presented this item by saying that an amendment to MEDC's FY 2025-2026's Budget was necessary to reflect budget changes in the MEDC Operating Fund and the MEDC Debt Service Fund to better reflect the fiscal year's end.

   The items with increases within the MEDC Operating Fund are as follows: Issuance Fees – I.D. Bonds, Annual Filing Fees – I.D. Bonds, CEED Reservation Fees, Interest on Investments, Interest earned, Capital Projects, and Debt Service. Items within the MEDC Operating Fund with decreases are Rent – MRA and Cimarron Rental Fees.

   The items with increases within the MEDC Debt Service Fund are Principal, Interest Earned, and MEDC Operating. The item with a decrease is Interest.

   Treasurer Julian Alvarez moved to approve an Amendment to MEDC's FY 2025-2026 Budget. Motion was seconded by Carl Davis and approved 6-0.

   Vice President Deborah L. Cordova joined the meeting at 4:14 PM.

8. **Discussion and possible action to ratify MEDC's 2026-2027 Budget, as approved by the City of Mission.**

   Acting CEO Joe Salazar stated that the City of Mission approved MEDC's Fiscal Year 2026–2027 Budget with a revision to the Travel & Training Fund line item, reducing it from the $190,000 approved by Mission EDC, to $100,000. Mr. Salazar requested

   Mayor Norie Gonzalez Garza moved to ratify City Council's action to MEDC's FY 2026-2027 Budget. Motion was seconded by Treasurer Julian Alvarez and approved 7-0.

9. **Deliberation and possible to approve a Resolution amending authorized representatives for the Corporation with Lone Star National Bank.**

   Acting CEO Joe Salazar presented this item by stating this amendment is for the purpose of removing the former CEO, Teclo J. Garcia as an authorized representative for the Mission Economic Development Corporation account with Lone Star National Bank and adding himself as an authorized representative for the account.

   Mayor Norie Gonzalez Garza moved to approve a Resolution amending authorized representatives for the Corporation with Lone Star National Bank. Motion was seconded by Vice President Deborah Cordova and approved 7-0.

10. **Discussion and possible action to approve a Resolution amending authorized representatives for the Corporation with TexPool.**

    Acting CEO Joe Salazar presented this item by stating this amendment is for the purpose of removing former CEO, Teclo J. Garcia as an authorized representative for the Mission Economic Development Corporation account with TexPool and adding himself as an authorized representative for this account.

Jose G. Vargas moved to approve a Resolution amending authorized representatives for the Corporation with TexPool. Motion was seconded by Vice President Deborah Cordova and approved 7-0.

11. Discussion and possible action to approve a Resolution Amending Authorized Representatives for the Corporation with Multi-Bank Securities Inc.

Acting CEO Joe Salazar presented this item by stating this amendment is for the purpose of removing former CEO, Teclo J. Garcia as an authorized representative for the Mission Economic Development Corporation account with Multi-Bank Securities Inc. and add himself as an authorized representative for this account.

Secretary Estella Saenz moved to approve a Resolution Amending Authorized Representatives for the Corporation with Multi-Bank Securities Inc. Motion was seconded by Vice President Deborah Cordova and approved 7-0.

12. Discussion and possible action regarding approval of an Authorized Signers Certificate with US Bank, to designate authorized signers for all related bond issues with the Corporation.

Acting CEO Joe Salazar presented this item by stating this amendment for the purpose of removing former CEO, Teclo J. Garcia as an authorized representative for the Mission Economic Development Corporation account with US Bank and adding himself as an authorized representative for this account.

Carl Davis moved to approve an Authorized Signers Certificate with US Bank, to designate authorized signers for all related bond issues with the Corporation. Motion was seconded by Jose G. Vargas and approved 7-0.

13. Public Hearing – MEDC Fiscal Year 2027 proposed project consideration related to an economic incentive for infrastructure improvements and job creation grant, to be located at 1108 Business Park Drive, Mission, Texas 78572 (Project Coat).

President Richard Hernandez opened the public hearing at **4:20 PM** and called for any comments in favor or against this project.

Comments: None.

President Richard Hernandez declared the public hearing closed at **4:21 PM**.

14. Deliberation and possible action to approve an Economic Development Performance Agreement for Project Coat.

Director of Business Development Stephanie Mendiola introduced this item by saying that ECoat.US would like to expand its facility currently located at 1108 Business Park Drive in Mission and this expansion is estimated to be a $6 million capital investment. This expansion includes infrastructure improvements, workforce training, and job creation.

The Economic Development Performance Agreement presented today includes $300,000 to be dispersed over two years with a payment of $150,000 in the first year, and $150,000 in the second year, for infrastructure improvements. The company intends to hire 45 new employees within five years to benefit from a job creation/retention grant of $135,000 to be paid in two installments. The

first $60,000 will be issued for the first 20 employees, and the second $75,000 installment will be issued for the next 25 employees.

Vice President Deborah L. Cordova moved for approval of an Economic Development Performance Agreement for Project Coat subject to a correction to change the installment amount text and amount on section 3.2 B 1 and 2 to $60,000 and $75,000 respectively. Motion was seconded by Secretary Estella Saenz and approved 7-0.

15. Deliberation and possible action to authorize staff to publish a Notice of Intention to Undertake a Project or Projects for Fiscal Year 2026-2027 for Project Coat.

Mayor Norie Gonzalez Garza moved to authorize staff to publish a Notice of Intention to Undertake a Project or Projects for Fiscal Year 2026-2027 for Project Coat. Motion was seconded by Jose G. Vargas and approved 7-0.

16. Discussion and possible action for approval of a professional services contract between MEDC with Umbrella IT.

Acting CEO Joe Salazar presented the proposed renewal of MEDC's professional services agreement with Umbrella IT. Unlike the prior one-year agreement, the proposed agreement provides for a seven-month commitment, beginning October 1, 2026 followed by month-to-month service. The proposed agreement also includes a 30-day termination notice provision as recommended by legal counsel Gene Vaughn.

The renewal would therefore continue Umbrella IT's services under a seven-month initial term, transitioning to month-to-month service thereafter.

Vice President Deborah Cordova moved to approve a professional services contract between MEDC with Umbrella IT for a seventh-month engagement beginning October 1, 2026 followed by a month-to-month service. Motion was seconded by Carl Davis and approved 7-0.

17. Discussion and possible action for the approval of a Production Agreement between MEDC and RGV Photo Video.

Acting CEO Joe Salazar presented this item by stating this is the third year that the MEDC will be with RGV Photo Video and recommends the renewal of a 12-month production beginning September 25, 2026.

Treasurer Julian Alvarez moved to approve a Production Agreement between MEDC and RGV Photo Video for a 12-month production service beginning September 25, 2026 Motion was seconded by Carl Davis and approved 7-0.

18. Deliberation and possible action to designate authorized signers for the closing of the Project Javelina real estate transaction.

Acting CEO Joe Salazar introduced this item noting that Project Javelina (Reyna's BBQ) is scheduled to close on their land purchase with MEDC (Lot 6-A, MEDC Subdivision) next week. To proceed, the closing documents must be executed and the authorized signers must be updated. Legal Counsel Gene Vaughan recommended that the Acting CEO or the MEDC Board President sign the closing documents.

Jose G. Vargas, moved to authorize Acting CEO and/or Board President Richard Hernandez to execute all documents necessary to effectuate the sale of Lot 6-A, MEDC Subdivision, including but not limited to amendments to the contract for the sale of the property, the deeds for the property, and other documents reasonably required by the title company. Motion was seconded by Vice President Deborah L. Cordova and approved 7-0.

At **4:40 PM**, President Richard Hernandez, announced that the Mission Economic Development Board of Directors would be convening in closed session.

19. **Closed Session Pursuant to V.T.C.A. Gov. Code. Sec. 551.001 et seq.**

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

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

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

Deliberation and possible action regarding Personnel Matters (as permitted under Tex. Gov't 551.074; including, but not limited to the following:

CEO Position

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

Litigation with Uncommonly LLC

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

At **5:47 PM**, President Richard Hernandez announced that the Mission Economic Development Corporation Board of Directors would be reconvening in open session. The following motions were taken:

Regarding report from Acting CEO as to potential prospects:
Project Javelina: Carl Davis moved to authorize staff to negotiate a change on the existing Letter of Intent for Project Javelina to increase the incentive by an amount of up to $50,000. Motion was seconded by Julian Alvarez and approved 7-0.

Regarding real property:
M.E.D.C. Land: Vice President Deborah L. Cordova moved to approve the relocation compensation for 801 ½ Perkins Avenue, Mission, Texas, 78572, in the amount of $77,935.20 as discussed in closed session. Motion was seconded by Secretary Estella Saenz and approved 7-0.

Perkins Lots Update: No action.

Regarding Personnel Matters:
CEO Position: Deborah L. Cordova moved to authorize Mayor Norie Gonzalez Garza, Board President Richard Hernandez, Board member Jose G. Vargas, and Co-Interim City Manager Andy Garcia to meet with Ramiro Garza Jr. to negotiate for his services in assisting with the CEO search. Motion was seconded by Secretary Estella Saenz and approved 7-0.

Regarding Consultation with Attorney:
Litigation with Uncommonly LLC: Mayor Norie Gonzalez Garza moved to ratify the action of MEDC former CEO to engage the Perez Law Form for the Uncommonly LLC litigation pursuant to the engagement letter dated May 11, 2026. Motion was seconded by Secretary Estella Saenz and approved 7-0.

20. Acting CEO's Report on Economic Activity

Mr. Salazar welcomed Communications and Public Relations Manager Candace Rodriguez to share the economic activity report. On September 2, 2026, Ms. Rodriguez, Ms. Mendiola, and former CEO Teclo J. Garcia attended the Retail Live Conference in Austin to network/connect with various retailers present at the conference. COO Belen Guerrero, Ms. Rodriguez, and Mr. Salazar attended the Frost Bank RGV Advisory Board Meeting on September 23, 2026 to update them about all recent development projects that have been occurring within Mission.

The MEDA Scholarship will award 178 scholarships for the upcoming 2026-2027 fiscal year. This is a 15.6% increase from last year, with a projected commitment of $213,000. Since its inception in 2012, 1,203 scholarships have been awarded, totaling over $2 million.

Ms. Rodriguez showcased the impact that the Downtown Assistance Program has had on one of the recent recipients, Conway Food Mart. She shared some photos that were provided by the business and highlighted the façade improvements such as outside lighting, a light up sign, and a new building paint job. Ruby Red Ventures' "Build Mission Fund" will go active on October 1, 2026 and remain open until October 30th. This program is open to all small businesses located within Mission. To qualify, businesses must generate under $1 million in sales within one year, and employ less than 30 people. The program will award 15 small businesses, with the potential to receive up to $15,000.

The Small Business Expo took place on September 16, 2026 at the Mission Events Center, along with the Ruby Red Ventures Pitch Competition. Ms. Rodriguez shared a short video highlighting the Expo.

21. President Comments.

MEDC Board President Richard Hernandez thanked the Mission EDC staff for their work on all recent projects and highlighted the Small Business Expo specifically.

22. Adjournment.

Mayor Norie Gonzalez Garza moved to adjourn the meeting. Motion was seconded by Treasurer Julian Alvarez and approved 7-0. The meeting was adjourned at 6:08 PM.

Richard Hernandez, President

ATTEST:

Estella Saenz, Secretary

NOTICE OF SPECIAL MEETING
MISSION ECONOMIC DEVELOPMENT CORPORATION
OCTOBER 14, 2026 12:00 PM
CENTER FOR EDUCATION AND ECONOMIC DEVEVELOPMENT

PRESENT:
Richard Hernandez, President
Deborah Cordova, Vice President
Estella Saenz, Secretary
Carl Davis
Mayor Norie Gonzalez Garza

ABSENT:
Julian Alvarez, Treasurer
Jose G. Vargas

ALSO PRESENT:
Gene Vaughan, JGKL LLP
Councilwoman Marissa Gerlach
Lee McCormick, President, CDA

STAFF PRESENT:
Joe Salazar, Acting CEO
Judy Vega, Executive Assistant

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

   After establishing a quorum of the Mission Economic Development Corporation, President Richard Hernandez called the meeting to order at 12:05 PM.

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

3. **Discussion and possible action to approve Resolution No. _____, resolution regarding request of Continuum Powders Corporation for the issuance of one or more series of revenue bonds; authorizing the filing of an application for allocation of volume cap for private activity bonds with the Texas Bond Review Board; authorizing public hearings regarding the bonds; and authorizing other action related thereto.**

   No action was taken.

4. **Discussion and possible action to approve Resolution No. 2026-07, resolution regarding request of Century Recycling LLC or affiliates/subsidiaries for the issuance of one or more series of revenue bonds; authorizing the filing of an application for allocation of volume cap for private activity bonds with the Texas Bond Review Board; authorizing public hearings regarding the bonds; and authorizing other action related thereto.**

   Legal counsel said the project name was incorrect, but the Board could act under the correct name without violating Texas open-meeting law. He mentioned that he searched the Secretary of State website for a business called Century Recycling LLC and none exists, so there should be no confusion with the name. Records should identify the bond project as "**Comercializadora Century Recycling, LLC**" going forward.

   The special meeting was called to meet the October 20, 2026 private-activity-bond application deadline. The company is planning to construct an aluminum-scrap processing facility at 300 Trinity Street, Mission, Texas, backed by Grupo Century Recycling. Phase 1 would create 27 permanent full-time jobs and could later expand into thermal processing and billet production.

The company expects to issue up to $24.9 million in tax-exempt bonds in 2027. MEDC could receive approximately $66,127 initially and $6,225 annually. The borrower is solely responsible for repayment, leaving MEDC or the City of Mission with no financial obligation but some reputational risk if default occurs. The acting CEO recommended approving an inducement resolution of up to $30 million.

Subject to the company's bond project name change from Century Recycling LLC to **Comercializadora Century Recycling LLC**, Mayor Norie Gonzalez Garza moved for approval of the Resolution No. 2026-07. Motion was seconded by Carl Davis and approved 5-0.

5. Adjournment.

Vice President Deborah Cordova moved to adjourn the meeting. Motion was seconded by Secretary Carl Davis and approved 5-0. The meeting was adjourned at 12:16 PM.

_____
Richard Hernandez, President

ATTEST:

_____
Estella Saenz, Secretary

NOTICE OF SPECIAL MEETING
MISSION ECONOMIC DEVELOPMENT AUTHORITY, INC.
AUGUST 27, 2026

The Board of Directors of the Mission Economic Development Authority, Inc., held a special meeting on Thursday, August 27, 2026, at 4:00 PM, in person, at the Center for Education and Economic Development, 801 N. Bryan Road, Mission, Texas 78572, to discuss the following agenda:

1. Call to order and establish quorum.
2. Citizens' Participation.
3. Approval of Minutes: Regular Meeting of July 23, 2026.
4. Discussion and possible action to approve a Reclassification to MEDA's Fiscal Year 2026 Budget.
5. Discussion and possible action related to MEDA's Investment Policy.
6. Deliberation and possible action for the approval of Resolution No.2026-02, adopting MEDA's Fiscal Year 2027 Budget.
7. Adjournment.

Minutes are as follows:

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

ABSENT:

ALSO PRESENT:
Greg Kerr, JGKL
Lee McCormick, President, CDA

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

1. Call to order and establish quorum.

After establishing a quorum of the Board of Directors, Chair Richard Hernandez called the meeting to order at 5:58 PM.

2. Citizen's Participation: None.

3. Approval of Minutes: Regular Meeting of July 23, 2026

There being no corrections or additions, Mayor Norie Gonzalez Garza moved for approval of the special meeting minutes of July 23, 2026. Motion was seconded by Vice Chair Deborah Cordova and approved 5-0.

4. **Discussion and possible action to approve a Reclassification to MEDA's Fiscal Year 2026 Budget.**

   CEO Teclo J. Garcia welcomed Financial Officer Joe Salazar to elaborate on this item. Mr. Salazar stated that funds are being reallocated from the Land Acquired line item to the City of Mission Projects line item. This is due to the conveyance of land to the City of Mission rather than the acquisition of land for MEDA.

   Treasurer Jose G. Vargas moved to approve a Reclassification to MEDA's Fiscal Year 2026 Budget. Motion was seconded by Secretary Estella Saenz and approved 5-0.

5. **Discussion and possible action related to MEDA's Investment Policy.**

   CEO Teclo J. Garcia presented this item and said the only change to the Investment Policy was the replacement of Texas National Bank with Lone Star National Bank as the banking institution.

   There being no other corrections or additions, Vice Chair Deborah Cordova moved for approval of MEDA's Investment Policy. Motion was seconded by Secretary Estella Saenz and approved 5-0.

6. **Deliberation and possible action for the approval of Resolution No. 2026-02 , adopting MEDA's Fiscal Year 2027 Budget.**

   CEO Teclo J. Garcia introduced this item and invited Financial Officer Joe Salazar to elaborate. Mr. Salazar explained that Fiscal Year 2027 budget is lower than the prior year's because the Fiscal Year 2026 budget included a "Land Acquired" line item that is no longer reflected in the financial statements.

   There being no corrections or additions, Treasurer Jose G. Vargas moved to approve Resolution No. 2026-02, adopting MEDA's Fiscal Year 2027 Budget. Motion was seconded by Secretary Estella Saenz and approved 5-0.

7. **Adjournment.**

   At 6:03 PM, Secretary Estella Saenz moved to adjourn the meeting. Motion was seconded by Vice Chair Deborah Cordova and approved 5-0.

MINUTES OF THE MISSION ECONOMIC DEVELOPMENT AUTHORITY, INC. BOARD OF DIRECTORS SPECIAL MEETING HELD ON AUGUST 27, 2026 WERE APPROVED ON THIS THE _____DAY OF _____, 2026.

_____
Estella Saenz, Secretary

NOTICE OF SPECIAL MEETING
MISSION ECONOMIC DEVELOPMENT AUTHORITY, INC.
SEPTEMBER 24, 2026

The Board of Directors of the Mission Economic Development Authority, Inc., held a special meeting on Thursday, September 24, 2026, at 4:00 PM, in person, at the Center for Education and Economic Development, 801 N. Bryan Road, Mission, Texas 78572, to discuss the following agenda:

1. Call to order and establish quorum.
2. Citizens' Participation.
3. Discussion and possible action to approve a resolution Amending Authorized Representatives for the Mission Economic Development Authority with Long Star National Bank.
4. Discussion and possible action to approve a resolution Amending Authorized Representatives for the Mission Economic Development Authority with TexPool.
5. Adjournment.

Minutes are as follows:

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

ABSENT:

ALSO PRESENT:
Gene Vaughan, JGKL LLP

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

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

   After establishing a quorum of the Board of Directors, Chair Richard Hernandez called the meeting to order at 6:08 PM.

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

3. **Discussion and possible action to approve a resolution Amending Authorized Representatives for the Mission Economic Development Authority with Lone Star National Bank.**

   Acting CEO Joe Salazar presented the resolution to remove former CEO, Teclo J. Garcia as an authorized representative on the Mission Economic Development Authority's Lone Star National Bank account and designated himself as an authorized representative.

   Mayor Norie Gonzalez Garza moved to approve a resolution Amending Authorized Representatives for the Mission Economic Development Authority with Lone Star National Bank, removing Teclo J. Garcia and designating Acting CEO Joe Salazar as authorized representative. Motion was seconded by Vice Chair Deborah L. Cordova and approved 5-0.

4. **Discussion and possible action to approve a resolution Amending Authorized Representatives for the Mission Economic Development Authority with TexPool.**

   Acting CEO Joe Salazar presented the resolution to remove former CEO, Teclo J. Garcia as an authorized representative on the Mission Economic Development Authority's TexPool investment account and designate himself as an authorized representative.

   Treasurer Jose G. Vargas moved to approve a resolution Amending Authorized Representatives for the Mission Economic Development Authority with TexPool investment account removing Teclo J. Garcia and designating Acting CEO Joe Salazar as authorized representative. Motion was seconded by Secretary Estella Saenz and approved 5-0.

5. **Adjournment.**

   At 6:09 PM, Mayor Norie Gonzalez Garza moved to adjourn the meeting. Motion was seconded by Secretary Estella Saenz and approved 5-0.

MINUTES OF THE MISSION ECONOMIC DEVELOPMENT AUTHORITY, INC. BOARD OF DIRECTORS SPECIAL MEETING HELD ON SEPTEMBER 24, 2026 WERE APPROVED ON THIS THE _____DAY OF _____, 2026.

_____

Estella Saenz, Secretary

PLANNING AND ZONING COMMISSION
OCTOBER 7, 2026
CITY HALL'S COUNCIL CHAMBERS @ 5:30 P.M.

P&Z PRESENT	P&Z ABSENT	STAFF PRESENT	GUEST PRESENT
Diana Izaguirre	Irene Thompson	Gabriel Ramirez	Christina De Mara
David Villarreal		Jessica Munoz	Horacio Gumbel
Raquenel Austin		Xavier Cervantes	Robert Kirby
Steven Alaniz		Alex Hernandez	Jeronimo Villalobos
Connie Garza		Elisa Zurita	Gerardo Zamora
Kevin Sanchez			Raul C. Santiago
			Antonio Hueila
			Diana Castilleja

CALL TO ORDER
Chairwoman Izaguirre called the meeting to order at 5:30 p.m.

DISCLOSURE OF CONFLICT OF INTEREST
There was none.

CITIZENS PARTICIPATION
There was none.

APPROVAL OF MINUTES FOR SEPTEMBER 16, 2026
Chairwoman Izaguirre asked if there were any corrections to the minutes for September 16, 2026. Ms. Garza moved to approve the minutes as presented. Mr. Sanchez seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:31 p.m.
Ended: 5:32 p.m.
Item #5

Plat Approval Subject to Conditions:	**The Proposed Las Palmas at Bentsen Palm Phase II Subdivision (Private Subdivision), a tract of land containing 13.711 acres land being a part or portion out of the South end of Porcion 52, located along the West side of S. Inspiration Road approximately 4,400 feet South of Mile 1 S. Road. Developer: Rhodes Enterprises, Inc., Engineer: Melden & Hunt, Inc.**

Mr. Ramirez stated This development is located on approximately ¾ of a mile North of Military Road along the West side of S. Inspiration Road and just West of Las Palmas at Bensen Palm Phase I. Las Palmas at Bentsen Palm Phase II is a continuation of Phase I which will be a private subdivision consisting of 76 single family residential lots, and a detention pond being part of a master plan. This subdivision will have 2 access points both being from phase I. All internal streets will be private 32' B-B with curb and gutters within 50' right-of-way's. Water and sanitary sewer will be serviced by the City of Mission. In accordance with the approved master drainage plan for the development. The

Engineering Department has reviewed and approved the drainage report. The tract of land is currently zoned Planned Unit Development (PUD) where the developer has designed the subdivision per their master plan for this area. The imposed fees include Capital Sewer Recovery Fees ($200xlot), city inspection fees at $85 per hour, and Conveyance or Payment of Water Rights ($3000xacre). All other format findings shall be complied with prior to the City Council approval. All items on the subdivision checklist will be addressed prior to recording the plat. Staff recommends approval of the Plat subject to conditions: 1) Payment of Capital Sewer Recovery Fees, 2) city inspection fees, 3) Conveyance or Payment of Water Rights, 4) approval of the infrastructure from the different City departments as per the approved construction plans.

Chairwoman Izaguirre asked if the board had any questions.

There was none.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Alaniz moved to approve the request for Plat Approval subject to conditions. Ms. Austin seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:32 p.m.
Ended: 5:33 p.m.
Item #6

Plat Approval Subject to Conditions:	**The Proposed Remanso Subdivision, being a 3.91-acre tract of land out of Lot 124, John H. Shary Subdivision located along the South side of Mile 2 South Road approximately 150 feet West of Shary Road. Developer: Retama Investments, LLC, Engineer: M. Garcia Engineering, LLC**

Mr. Ramirez stated The Subdivision is located along the South side of Mile 2 South Road approximately 150 feet West of Shary Road. This site was rezoned to R-1 Single Family Residential District in February 2025 which is consistent with the surrounding areas which were. Remanso Subdivision will consist of an 18-Lot Single Family Residential Subdivision. The average proposed lot will measure 50 feet in width by 100 feet in depth,5 lots will be considered irregular, all being consistent with the proposed new lot size minimums for an R-1 single family residential zone. The site will have frontage to Mile 2 South Road which intersects S. Shary Road. The internal public streets are 32 feet back-to-back, within 50 feet right-of-way. This subdivision is only accessible from Mile 2 South Road. Water and sanitary sewer will be serviced by the City of Mission. The generated storm runoff shall be collected and conveyed by an onsite storm drainage system, consisting of curb inlets, storm drain lines, outfling directly to the existing Hidalgo County Drainage District No. 1 Mission Inlet Bypass located South of this development. A discharge permit will be required to be submitted prior to any construction on HCDD1 right-of-way. The Capital Sewer Recovery Fees ($200xlot for residential), Park Fees ($675xlot), city inspections at $85 per hour, and Conveyance or Payment of Water Rights ($3000xacre) will be imposed. Water District Exclusions and all other format findings will be complied with prior to plat recording. All items on the subdivision checklist will be addressed prior to recording the plat. Staff recommends approval of the Plat subject to conditions: 1) Payment of Capital Sewer Recovery Fees; 2) Payment of Park Fees; 3) city inspection fees; 4)

Conveyance or Payment of Water Rights; 5) Water District Exclusions; and 6) approval of the infrastructure from the different City departments as per the approved construction plans.

Chairwoman Izaguirre asked why South Mile 2 Road did not continue.

Mr. Ramirez stated that it only services up to the frontage of the property, adding that this had already been pre-determined by the executive team and they would be paving what the board saw shaded.

Chairwoman Izaguirre asked if they would not be paving up to South Mile 2 Road.

Mr. Ramirez stated that they would not, but would pave only up to the first access point

Chairwoman Izaguirre asked if the board had any questions.

There was none.

There being no discussion, Chairwoman Izaguirre entertained a motion. Ms. Garza moved to approve the request for Plat Approval subject to conditions. Mr. Sanchez seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:33 p.m.
Ended: 6:04 p.m.
Item #7

Rezoning: **Being a 0.19 acre tract of land out of Block 4, Erdahl Subdivision, located at the Northwest corner of U.S. Expressway 83 and Holland Avenue.**
C-1 to C-2
Applicant: Jeronimo Villalobos
dba Villalobos Commercial Rentals LLC

Mr. Cervantes stated the applicant is requesting to rezone the subject property from Office Building District ("C-1") to Neighborhood Commercial District ("C-2") in order to place a raspa stand at the site. The code of ordinances states that the main purpose of the neighborhood commercial zoning is to provide sufficient space and off-street parking in appropriate locations in proximity to residential areas, for commercial development catering to the convenience shopping and service needs of the occupants of nearby residences. The property was rezoned from R-1 to C-1 in January of 2026. The triangular-shaped tract of land measures 150 feet in length and 79.55 feet along Holland Avenue. The surrounding zones are Single-family Residential District to the North and East, Single-family Residential and General Business District to the South and General Business District to the West. The property is vacant. The surrounding land uses include single-family homes to the North and East, US Expressway 83 along the South and a commercial plaza to the West. The Future Land Use Map shows the property designated for commercial uses. The requested rezoning is in line with the comprehensive plan designation. Notices were mailed to twenty-three (23) surrounding property owners. Planning staff received no phone calls from the surrounding property owners. Staff recommends approval to the rezoning request.

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

There was none.

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

Chairwoman Izaguirre asked if the board had any questions.

Ms. Garza stated that she wanted to see the diagram that the applicant had presented.

Mr. Horacio Gumbel, a resident of Brownsville, Texas, explained the exact designs they had in mind for the property.

Ms. Garza asked if it was going to be a permanent structure.

Mr. Gumbel stated that, according to his understanding, they could not build a permanent structure but then clarified that he supposed it would be a permanent structure built on stilts.

Mr. Cervantes stated that it could be a permanent structure, or it could be a portable building with a concrete slab and skirting around it, noting that if those conditions were met, a portable building would be permissible.

Ms. Garza asked if they had looked at the flow of traffic and the number of parking spaces.

Mr. Cervantes stated that the first step was the zoning, which would be followed by the site plan approval. He noted that they had not yet submitted a site plan for staff review and had only brought the exhibit to give the board an idea, adding that the site plan would come before them for approval later.

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

Started: 5:36 p.m.
Ended: 5:38 p.m.
Item #8

Conditional Use Permit:	**To allow a Home Occupation for a Licensed Child Care Home – Nene's Day Care being a .50 acre tract of land out of the East 10 acres of the North 15 acres out of Lot 23-4, West Addition to Sharyland Subdivision, located at 905 W. 20th Street.**
	AO-I
	Diana Castilleja De Guerrero

Mr. Cervantes stated the subject site is located approximately 190 feet west of N. Holland Avenue along the south side of W. 20th Street. Per the Code of Ordinances, a daycare center in a residential zone requires the approval of a Conditional Use Permit by the City Council. The applicant is proposing to open a daycare at this location. The applicant is proposing to have 12 children ranging

from infants to 12-year-olds at different times. As per the Code of Ordinances a home occupation for a Licensed Child Care Home requires a Conditional Use Permit. The proposed hours of operation are as follows: Monday – Friday, from 6:00 am to 6:00 pm and closed Saturday and Sunday. The working staff will be 2 employees, Parking & Landscaping: It is noted that the Circular driveway has a 12-foot width by 125 linear feet and can accommodate 6 cars for drop-off and pickup. The landscape is in compliance. The Planning staff has not received any objections to the request from the surrounding property owners. Staff mailed out (23) legal notices to surrounding property owners. In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval to ensure that a use requested by a Conditional Use Permit is compatible and complementary to adjacent properties. Staff Recommendation: Staff recommends approval subject to: 1) A 1-year re-evaluation to assess this new operation; 2) Must apply for a building and sign permit; 3) Must comply with all City Codes (Building, Fire, Health, etc.); 4) Hours of operation: Monday – Friday from 6:00 am to 6:00 pm and Saturday and Sunday Closed; 5) Must comply with the noise ordinance; 6) Acquisition of a business license before occupancy; and 7) CUP is not transferable to others.

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

There was none.

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

Chairwoman Izaguirre asked if the board had any questions.

Mr. Alaniz asked if the city staff were recommending it.

Mr. Cervantes stated that staff were recommending approval for a period of one year.

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

Started: 5:38 p.m.
Ended: 5:39 p.m.
Item #9
Conditional Use Permit: **A Restaurant, and for the Sale & On-Site Consumption of Alcoholic Beverages and for late hours permit being Lot 2A, Stewart Plaza Subdivision, located at 1508 E. Expressway 83 (C-3) Point Padel Club**

Mr. Cervantes stated the subject site is located at the Southeast corner of E. Expressway 83 and Travis Street. Per Code of Ordinance, the Sale and on-site consumption of Alcoholic Beverages require the approval of a conditional use permit by the City Council. The applicant has been in operation since November 20, 2025. He currently has a conditional use permit for the sale & on-site

consumption of alcoholic beverages. He would like to incorporate mixed drinks into his menu and have late hours. The 12,852 square feet 2-story Sports Complex Facility includes: 3-padel interior courts, 2- padel exterior courts, lobby, office, storage area, a bar on each floor, and a terrace. Access to the site is via a 24' access driveway off Travis Street. The hours of operation are as follows: Monday to Friday from 6:00 a.m. to 12:00 a.m., Saturday from 8:00 a.m. to 1:00 a.m., and Sunday from 8:00 a.m. to 11:00 p.m. Staff: 15 employees. Parking: There are 44 parking spaces available. Sale of Alcohol: The facility includes a "bar" component but sells more food than alcohol and therefore, is classified as a restaurant. Section 1.56(3a) of the Zoning Code requires a minimum separation requirement of 300' from the property line of any church, school, public owned property, and residences. There are none of these land uses within the above radius (measured door to door from church, or hospital; measured lot line to lot line for schools). The last conditional use permit approved for the sale of alcoholic beverages at this location was on March 24, 2025 for a period of 2 years. The Planning staff has not received any objections to the request from the surrounding property owners. Staff mailed out (5) legal notices to the surrounding property owners. In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval to ensure that a use requested by a Conditional Use Permit is compatible and complementary to adjacent properties. Staff Recommendation: 1) Approval for 2-year permit to continue to assess this business; 2) Must comply with all City Codes (Building, Fire, Health, Sign Codes, etc.); 3) Must comply with TABC requirements; 4) Must submit alcohol and food sales reports quarterly; 5) CUP is not transferable to others; and 6) Hours of Operation are the following: Monday to Friday from 6:00 a.m. to 12:00 a.m., Saturday from 8:00 a.m. to 1:00 a.m., and Sunday from 8:00 a.m. to 11:00 p.m.

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

There was none.

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

Chairwoman Izaguirre asked if the board had any questions.

There was none.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Ms. Garza moved to approve the conditional use permit request. Ms. Austin seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:39 p.m.
Ended: 5:40 p.m.
Item #10
Conditional Use Permit: **A bar named Rustic Leaf Gentlemen's Spa & Cigar Lounge and for the Sale & On-Site Consumption of Alcoholic Beverages**
Being Lots 1 & 2, Block 2,
Springfield Subdivision Phase 1 Commercial ,
Located at 2100 E. Griffin Parkway,

(C-3)
Rustic Leaf, LLC

Mr. Cervantes stated the subject site is located at the Southeast corner of Creek Run Street and E. Griffin Parkway. Per the Code of Ordinance, a bar and the sale & on-site consumption of alcoholic beverages require the approval of a Conditional Use Permit by the City Council. The applicant is leasing a suite within a multi-tenant commercial plaza for his proposed spa & cigar lounge and would like to offer alcoholic beverages to his customers. The suite has a kitchen and snacks will be available for the customers. The applicant will have acoustic music as well as DJ music and on occasion Live Mariachi Music for special events inside and must comply with the noise ordinance. Hours of Operation: Sunday through Thursday from 10:00 a.m. to 12:00 a.m. and Friday and Saturday from 10:00 a.m. to 2:00 a.m. Staff: 6 employees including Cashiers, waitresses, bartenders, and janitorial staff. The parking is held in common for this commercial plaza; there is a total of 72 parking spaces that are shared with other businesses. As per the Fire Department the maximum capacity for this venue is 156 people. Staff mailed out (48) legal notices to the surrounding property owners. Planning staff received one call in opposition to the Conditional Use Permit due to concerns regarding rodent activity at the restaurant prior to this request. In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval to ensure that a use requested by a Conditional Use Permit is compatible and complementary to adjacent properties. Staff recommends approval of the request subject to compliance with the following conditions: 1) 1 year approval to continue to assess this new operation; 2) Must comply with all City Codes (Building, Fire, Health, etc.); 3) Must comply with TABC requirements; 4) Must acquire a business license prior to occupancy; 5) CUP is not transferable to others; 6) Must have a minimum of three (3) Level II Security Officers from 8:00 p.m. to 2:00 a.m. or as required in Section 1.56, Subsection 3 of the Code of Ordinance; 7) Maximum occupancy is 156 people; 8) Must have security cameras inside and outside with a minimum 30-day retention; 9) Must comply with the noise ordinance; and 10) Hours of operation: Sunday through Thursday from 10:00 a.m. to 12:00 a.m and Friday and Saturday from 10:00 a.m. to 2:00 a.m.

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

There was none.

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

Chairwoman Izaguirre asked if the board had any questions.

There was none.

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

Chairwoman Izaguirre entertained a motion. Mr. Sanchez moved to un-tabled item #11. Ms. Austin seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:40 p.m.
Ended: 6:00 p.m.
Item #11
Tabled Rezoning:

Being the North 49 feet of Lot 34,
Johnson City Subdivision,
located at 3004 Harmony Lane, Unit A.
(AO-I)
Applicant: Cristina De Mara
dba Kirby Homes RGV, LLC

Mr. Cervantes stated the applicant is requesting to rezone the subject property from Single-family Residential District ("R-1") to Duplex-fourplex Residential District ("R-2") to obtain a separate water meter for a separate guesthouse. The property is located along the West side of Harmony approximately 850 feet South of Mile 2 Road. The tract of land has 6,860 square feet in area and measures 49 feet along Harmony Lane and has a depth of 140 feet. The surrounding zoning is Single-family Residential (R-1) District in all directions. The minimum lot dimensions for R-2 zoning is 50 feet by 100 feet with a minimum lot area of 6,000 square feet for a duplex. The lot does not meet with the minimum lot frontage requirements by one (1) foot. The surrounding land uses include single-family homes in all directions but there are some legal non-conforming uses within the Johnson City subdivision. The neighborhood was developed in the 1980s prior to being properly subdivided. The property owners hired an engineering firm and properly subdivided the neighborhood in October 1990 dedicating the then private streets as public streets. The city subsequently annexed the subdivision in September of 1994. In March of 1995 the city rezoned the neighborhood as R-1 with the understanding that the existing mobile home units would be considered grandfathered. The subject property is vacant. The applicant submitted a packet with photos showing possible multifamily properties within the subdivision, but many of the buildings shown in the packet are single-family homes as per the Appraisal District with one water meter. The Future Land Use Map shows the property designated for low-density residential uses. The requested rezoning is not in line with the comprehensive plan. Notices were mailed to 20 surrounding property owners. Planning staff has received opposition to the rezoning. A petition was submitted citing protection of the single-family character of the neighborhood, possible precedence to other R-2 zonings, traffic and infrastructure concerns. The petition was signed by 50 people and make up 58.35 percent of the property owners within 200 feet and 50.33 percent of the property owners within 400 feet. Due to House Bill 24 becoming State Law in 2025, a super majority vote of the City Council will not be required for the rezoning to be approved. Staff recommends denial of the rezoning request. The requested rezoning is not in line with the comprehensive plan and does not meet the minimum lot requirements.

Mr. Cervantes reiterated details from the previous presentation, noting that they had gathered more signatures for a total of 50. He pointed to a map showing the petitioners in opposition within 200 feet and 400 feet, stating that a significant portion of the property owners were not in favor, representing 58% within the area, though he noted this was not a requirement. He then referenced the floor plan and site plan submitted by the applicant, explaining that the yellow highlights indicated separate rooms the applicant desired to build as part of the same building. Finally, he shared an item provided by the applicant, explaining that the structure was already in place when the city annexed the area in 1994, making it a legal nonconforming landmark, and noted that it was currently operating as a family unit housing several families with only one water meter.

Ms. Garza asked if there was only one electric meter.

Mr. Cervantes stated that he was unsure about the electricity but confirmed that there was only one water meter.

Chairwoman Izaguirre asked if they would object to that, noting that the electricity was the main reason the item was being reviewed.

Mr. Cervantes stated that the issue was specifically regarding the water. It's the water. Mr. Cervantes clarified that the issue concerned the water and the city's role as the provider, adding that the applicant did not want two water meters.

Ms. Muñoz stated that there was electricity and the issue was not the water, noting that they had notes in the report regarding the meters.

Mr. Cervantes agreed, stating that while the report showed one water meter, he was unsure about the electricity.

Ms. De Mara stated that there was one water meter and one electricity meter.

Mr. Cervantes stated that there was one water meter and one electricity meter but reiterated that the building had already been constructed when the city annexed the area. He then referenced another property located at 3109 Harmony, noting it was constructed in 1987 prior to the city's annexation, was classified as a single-family residence as part of the prison district, and utilized only one water meter.

Ms. Austin asked if neither of the units had separate meters.

Mr. Cervantes stated that they did not, noting that while many of the houses strangely feature two doors, they still only utilize one meter.

Chairwoman Izaguirre pointed out that they were discussing a single water meter, but staff did not actually know whether those properties had one or two electric meters.
Mr. Cervantes stated that staff did not investigate the details of the electric meters.

Chairwoman Izaguirre stated that the applicant was not asking for two water meters.

Mr. Cervantes clarified that she was asking for a second-meter resource.

Chairwoman Izaguirre asked why they could not just establish a single-family block with a two-meter split.

Mr. Cervantes explained that they could not allow it because the subdivision is strictly designated for single-family use, adding that a second meter would not be permitted as a separate room could easily be misused, or a future owner might demolish the house to build a duplex.

Chairwoman Izaguirre asked if it would not be transferable if they did not have one.

Mr. Cervantes stated that while some cities allow accessory dwelling units either as permitted use or through a conditional use permit, this city cannot follow that route because they must comply with model subdivision rules to qualify for a grant or loan from the Texas Department.

Chairwoman Izaguirre asked if they would have to change the model subdivision rules to allow it.

Mr. Cervantes responded that state subdivision rules do not allow it, meaning she would have to take the matter up with the legislature.

Chairwoman Izaguirre countered that each city has its own rules and they are all different, asking how exactly the mechanism works if it is not just a state-level restriction.

Mr. Cervantes clarified that if the city wants a grant or a loan from the Texas Water Development Board, they are required to follow model subdivision rules, which strictly prohibit accessory dwelling units, meaning they cannot take that route.

Chairwoman Izaguirre noted that they see other cities allowing them anyway.

Mr. Sanchez suggested that those cities might do it, but they might not be receiving grants from the Texas Water Development Board.

Mr. Cervantes added that while other cities might allow them as permitted or conditional use, this city must adhere to the model subdivision rules to remain eligible for loans or grants from that state agency.

Chairwoman Izaguirre questioned if it was acceptable for individuals to disregard subdivision rules simply because of past circumstances, asking how that justified continuing to violate them.

Mr. Sanchez stated that they all have one water meter and one light meter.

Chairwoman Izaguirre stated that they did not know that and only knew they had one water meter.

Mr. Cervantes stated that there are cases all over the city where a duplex on a property, or some single-family residentials, are considered legal, non-conforming uses and are acceptable. However, he noted that to amend the ordinance to allow an accessory dwelling unit as a permitted or conditional use, the guidelines of the Texas Water Development Board would have to be followed.

Ms. Garza asked if the only way she would be able to do it was to obtain the rezoning.

Mr. Cervantes stated that she would need to get the rezoning but noted that staff recommended denial and that there was a lot of opposition to the rezoning.

Chairwoman Izaguirre asked if they were allowing and approving a rezoning to multi-family.

Mr. Cervantes stated that it would be to a duplex or fourplex.

Ms. Garza stated that the neighborhood had a mixture of uses, noting that she was trying to understand the opposition because the area already included warehouses and a lot of multi-family housing. She added that in this particular case, it was not a true duplex that they were trying to build but rather a family, which she stated was the only way they could approve it.

Mr. Cervantes stated that a future owner would demolish it if the zoning was approved.

Ms. Austin stated that she was just being cautious regarding future intentions.

Chairwoman Izaguirre stated that the situation was similar to another one involving six different units, noting that they could already rent them out separately even if the property had only one meter.

Mr. Cervantes stated that the room could be rented and questioned what she was proposing.

Chairwoman Izaguirre stated that even all those homes with two doors could have it, noting that it looked like there was something in the back and adding that there were three buildings.

Mr. Cervantes stated that he could rent a room in his home

Chairwoman Izaguirre stated that she believed all those buildings utilized a single meter, concluding that it was merely a technical problem.

Ms. De Mara stated that the board was receiving a copy of the petitions, noting that multiple signatures had come from single households and that some individuals who signed did not live there or own property, which suggested they are renters according to county records. She added that they also had a photograph of a meter that had been previously mentioned.

Ms. Garza stated that she wanted to see if she had any additional information.

Ms. De Mara confirmed that she did, explaining that she filed an open records request and discovered that three individuals from a single household had signed the petition. She stated she verified that several listed families do not actually reside there, that multi-family residents signed the petition, and directed the board's attention to a paper flyer distributed in the subdivision. She stated the flyer falsely claimed the entire subdivision was being rezoning and provided residents with a script, which she described as false and unethical. After questioning the implication that individuals who live in multi-family units or rent are bad people, she formally requested that Mr. Cervantes recalculate and verify all signatures received after her open records request. Finally, she noted that on her drive home from the convention center, she observed an unsecured, unlocked electric meter in the dirt that Mr. Cervantes had approved, expressing concern and frustration that a vehicle could strike it.

Mr. Sanchez clarified that Mr. Cervantes does not approve of anything.

Ms. De Mara stated that she assumed if something was installed, it had to be approved, emphasizing that she was simply trying to do things the correct way. She explained that the high concentration of multi-family units and multiple doors existed because the property previously served as a church

compound for visiting missionaries who continue to arrive. She concluded that she was trying to formalize what was already present in the proper manner, expressing her opinion that having numerous houses, doors, and structures operating on a single meter presented a significant fire hazard.

Chairwoman Izaguirre asked what Ms. De Mara's address was.

Ms. De Mara stated that her address was 3304 Harmony Lane.

Chairwoman Izaguirre stated that 3104 was next to her.

Ms. De Mara confirmed that it was, noting that it was approximately two blocks away from her. She explained that she had observed the property and mimicked it to blend into the subdivision, emphasizing that she was striving to handle the matter properly and was doing things the correct way.

Mr. Sanchez stated that the multi-family units were in place before the city was annexed and asked if the properties she wanted to replicate utilized multiple meters.

Ms. De Mara stated that she did not enter people's yards or purchase anything, adding that she believed that was the issue.

Ms. De Mara stated that the MLS listing described it as a quiet street with a small bonus apartment, noting that it had been signed and sold. She explained that many of the properties in the area were zoned as multi-family and commercial by the county, pointing out that the church was zoned commercial. She reiterated that she was simply trying to mimic what was already present and handle things properly, describing the neighborhood as a collage of an old church compound, warehouses, and multi-family units, which she characterized as a "zoning nightmare." She then addressed the opposition petition, noting that signees Consuelo and Tony were not homeowners. She stated she had reviewed every single address and signature, finding that the owners of 3000 Melody Lane did not sign and pointing out that the checkmarks, dates, and "yes" responses appeared to be prefilled by the same handwriting. Finally, she expressed frustration that she felt penalized despite her efforts to do things the right way. She stated that her plan had already been approved pending only the permanent meter, and complained that someone, possibly a physical therapist, had parked the same vehicle there for a week while continuously calling and bothering the homeowners.

Chairwoman Izaguirre asked if she was still requesting the multi-family rezoning.

Ms. De Mara confirmed that she was, adding that it was nothing personal against Mr. Cervantes, who was just doing his job. She shared that her client was on the verge of backing out because she did not want to live in a neighborhood where she felt unwelcome, emphasizing that she was simply trying to handle the matter properly. She noted that she had already paid her $250 fee. She then questioned the integrity of the opposition's petition process, asking if the signatures were being verified, how many individuals per household were legally allowed to sign, and whether it was ethical or proper to distribute a script to mislead the community and create a frenzy. She concluded by asking the board to take note of her documentation and specifically requested information regarding the maximum number of signatures permitted per household.

Ms. Muñoz stated that it was one signature per household.

Ms. De Mara requested that the signatures be recalculated.

Mr. Cervantes stated that they could investigate the matter and recalculate the signatures the following day if necessary.

Ms. De Mara agreed, emphasizing that the flyer falsely claimed the proposal was to rezone the entire neighborhood rather than the specific property in question, which made it difficult for her to feel the process was handled fairly.

Mr. Sanchez stated that the flyer read "rezone part of our community."

Ms. De Mara asked which part was specified, stating that it was difficult not to feel targeted when her sign was up and she was waving at people who refused to engage with her directly. She reiterated that she was simply trying to handle the matter properly, adding that if a property features two doors, the correct approach is to formalize it the right way rather than relying on temporary or improper fixes.

Chairwoman Izaguirre asked if anyone wanted to make a motion or if the board preferred to wait for the signatures to be recalculated.

Ms. Austin stated that she believed the board should wait, asking if they could obtain information regarding the electric meters and if any duplicate signatures could be removed from the count.

Mr. Cervantes stated that staff could double-check the petition the following day.

Chairwoman Izaguirre asked for clarification on the procedure if the board were to approve the multi-family rezoning at that moment, questioning if it would still proceed to the city council for a final decision.

Mr. Cervantes confirmed that was correct, explaining that for a new public hearing before the city council, the city would advertise in the newspaper again and send a new round of notification letters to surround property owners to allow neighbors another opportunity to object. He noted that the board could choose to vote for approval or denial today, or they could table the item to revisit the petition and gather the requested information regarding the electric meters.

Chairwoman Izaguirre stated that if the item proceeded to the city council at that time, it would be transmitted with the incorrect opposition percentage. Chairwoman Izaguirre stated that staff would have to correct the percentage anyway if it was wrong.

Mr. Cervantes stated that if staff found mistakes were made in their calculations, they would correct them for the city council items.

Mr. Sanchez asked if the city had done any verification of the signatures or verified any part of the petition, questioning whether it was handled by the city secretary or a city clerk.

Ms. Muñoz stated that she had verified maybe one or two of the signatures and knew that Elisa had also verified the petition. She explained that if a husband and wife both signs, it only counts as one signature for the household, noting that staff would place that household on the map and calculate the final numbers accordingly.

Mr. Sanchez stated that they had already verified those numbers.

Ms. Muñoz confirmed that they had verified the numbers several times.

Mr. Sanchez asked who has the right to petition, questioning whether it is the resident or the owner of the property.

Ms. Muñoz stated that it must be the homeowner, clarifying that while renters are permitted to physically sign the petition, their signatures are not included in the official count.

Mr. Sanchez asked how they verify the information, questioning whether staff call the homeowners directly to ask them.

Ms. Muñoz explained that they do not call them directly but instead verify ownership by cross-referencing the signatures with the appraisal district records.

Mr. Sanchez asked if staff takes any actions to verify that the person who signed the petition is who they claim to be.

Ms. Muñoz explained that they do not, noting that most of the time staff does not have access to the property owners' phone numbers.

Ms. Garza asked if property owners who rent out their property are still permitted to sign the petition.

Ms. Muñoz clarified that if they do not live there, they cannot sign, stating that only a homeowner who resides at the property is permitted to do so.

Mr. Sanchez asked how staff assured the person who signed is actually that individual, questioning if there is a specific form or if the city requires certain information when a petition is submitted.

Ms. Muñoz stated that the city does not.

Mr. Sanchez noted that the petition could consist of just signatures without printed names, addresses, or any other details, stating he was unaware of any legal requirements for specific information to be included. He expressed that, with the neighborhood opposition present at the meeting, he did not know whether the petition was truly verified or unverified, nor did he know if a 30 percent opposition threshold would be waived.

Chairwoman Izaguirre stated that she felt some of the individuals who signed were located beyond the 200-foot or 400-foot notification boundary, recalling that one resident had questioned why a signature was collected on another street since the project would not affect her.

Mr. Cervantes stated that staff could double-check the figures, adding that the board could choose to table the items or simply vote today and send the matter forward to the city council.

Mr. Sanchez stated that the central issue appeared to be the installation of two electrical meters and two water meters, asking if any board members disagreed. He noted that the only path to achieve that setup was through a multi-family rezoning for a duplex or fourplex, as a conditional use permit or other methods would not work. While he expressed understanding of the property owner's current intentions, he reiterated his concerns regarding what could happen to the property in the future.

Mr. Cervantes stated that if the rezoning is approved, the current owner might choose not to build the proposed project, leading to the property being sold to a new owner who would want to utilize the full scope of the duplex-fourplex zoning.

Chairwoman Izaguirre asked what would happen if staff inspected the area and found a property that already utilized two or three meters, questioning if they would force that owner to rezone the property to a duplex-fourplex designation.

Mr. Cervantes stated that they would not, as it would be considered a legal, non-conforming use that is grandfathered in.

Chairwoman Izaguirre asked if that situation would be considered legal or illegal.

Mr. Cervantes clarified that it would be considered grandfathered as a legal, non-conforming use.

Chairwoman Izaguirre asked what would happen if a resident failed to pay their electric bill and the service was canceled, questioning if a new owner would then only be permitted a single meter upon arrival.

Mr. Cervantes confirmed that if electricity service is lost and AEP requires a permit to restore it, that is when the city would enforce the single-meter requirement.

Chairwoman Izaguirre clarified if they would then only be allowed a single meter.

Mr. Cervantes confirmed that was correct.

Chairwoman Izaguirre asked if that would be the point when the city would enforce the legal limit on the number of meters.

Mr. Cervantes confirmed that was correct.

Chairwoman Izaguirre asked if the board had any questions.

Ms. Austin asked to make a notation regarding the flyer, adding that people do call in when they have a peer to express their opposition to something.

Ms. Muñoz confirmed that they are permitted to do so.

Ms. Austin stated that the text on the flyer represented a personal statement that differed from what is allowed, noting that the proposed changes would modify the subdivision aspect. She added that while records might reflect those types of arguments, it does not necessarily represent how the city operates.

Mr. Sanchez added that it was also drafted by someone else.

Chairwoman Izaguirre stated that it was drafted by AI.

Mr. Sanchez clarified that the subdivision document was not drafted by the city.

Ms. Austin stated that she just wanted to make sure they did not overlook that point.

Chairwoman Izaguirre stated that this specific case was unusual because the property was being marketed and sold as a three-bedroom, two-bath home with a quiet, small bonus apartment, noting that there was no way a property could be advertised as having an apartment like the next-door neighbor.

Mr. Sanchez agreed, stating that it likely only has a single meter, and reiterated that the core issue was not the existence of multiple rental spaces, but rather the requirement for separate water and electric meters.

Chairwoman Izaguirre questioned what the status would be if the property utilized two electric meters instead.

Mr. Sanchez stated that it would depend on when they were installed, specifically whether it occurred before or after the annexation.

Mr. Cervantes stated that the additional room being proposed could be rented out.

Mr. Sanchez stated that he had no issue with the floor plan, emphasizing that his only concern was the requirement for two meters and two electric meters.

Chairwoman Izaguirre stated that she had understood the property utilized only one water meter and two electric meters.

Ms. Garza stated that she believed the applicant had presented the reasoning behind the request.

Mr. Sanchez agreed, stating that while he understood the reasoning, his primary concern was what a future owner might do with the property.

Mr. Cervantes agreed, explaining that if the multi-family zoning were approved, a future owner might abandon the current plan and instead establish a full-blown duplex, which would require a four-car parking lot and a standard duplex permit.

Chairwoman Izaguirre stated that the property would essentially look exactly the same as the house next door, noting that while it would have a different zoning designation, it would visually remain identical because it features two doors.

Mr. Cervantes agreed but pointed out that it would not feature a four-car parking lot.

Chairwoman Izaguirre questioned what he meant by stating it has parking for six cars.

Mr. Cervantes stated that while one of the properties did, the rest of them visually appeared to be single-family homes.

Chairwoman Izaguirre agreed but emphasized that they were specifically discussing future implications.

Mr. Sanchez explained that once a property is rezoned, the owner might realize its market value has doubled, decide to cash out, and consequently, the property would never actually be used for its originally proposed purpose.

Ms. Garza stated that she believed the board was facing a special circumstance where a mother was attempting to provide and care for an adult child with a disability. She noted that the board was seeking solutions to accommodate the situation, concluding that it was highly evident that the only viable option would be to approve the duplex zoning designation.

Ms. Garza made a motion to approve the rezoning request.

Chairwoman Izaguirre stated that the motion died due to a lack of a second.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Mr. Sanchez moved to deny the rezoning request. Mr. Alaniz seconded the motion. Upon a call for the vote, the motion carried with a vote of 5-1, with Ms. Garza abstained on the record.

ITEM#12
ADJOURNMENT
There being no discussion, Chairwoman Izaguirre entertained a motion. Ms. Austin moved to adjourn the meeting. Mr. Sanchez seconded the motion. Upon a vote, the motion to adjourn passed unanimously at 6:15 p.m.

Diana Izaguirre, Chairwoman
Planning and Zoning Commission

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

PRESENTED BY: Irasema Dimas, Code Enforcement Supervisor

AGENDA ITEM: Discussion and possible action on matters related to the authorization to solicit bids for Weedy Lot Abatements - Dimas

NATURE OF REQUEST:

Authorize staff to contract with third parties through the bidding process for the purpose of (1) abating nuisances pursuant to Article II of the Code of Ordinances captioned Weedy Lots, Unsanitary, Unsightly Conditions on Private Property, and/or (2) cutting and removing all weeds, trash, and brush from all City properties, easements, and right of ways and any other properties over which the City has dominion and control, and otherwise maintaining same in a neat and clean condition.

BUGETED: Yes **FUND:** General **ACCT. #:** 01-443-94810

BUDGET: $60,000.00 **EST. COST:** $ **CURRENT BUDGET BALANCE:** $60,000.00

BID AMOUNT: $

STAFF RECOMMENDATION:

Authorization to solicit for bids.

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval JP7

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

City Of Mission
Scope of Work
Bid Name/No.: Weedy Lot Abatement Services / 27-xxx-xx-xx

I. Scope of Work: The City of Mission is accepting bids for Weedy Lot Abatement Services.

II. Scope of Service: The following scope of service describes the requirements and procedures in order to perform the service. Service will be coordinated with the Health Department for proper scheduling. Some weekend work may be scheduled. The City shall not be responsible for overtime costs. Bid prices shall apply and remain firm to all work regardless of when performed.

- The Contractor is to provide all supervision, labor materials, supplies, tools and equipment necessary **for the cleaning and clearing**, loading and disposal of all **trash, debris, rubbish, organic debris, municipal solid waste, special waste and tires.** The Contractors shall mow all grasses, weeds and underbrush.

- It is the intent of this scope of service to define a fixed-price cost for mowing, as well as the pick-up and removal of trash, debris, rubbish, organic debris, municipal solid waste, special waste and tires. These items for pick-up may be on public or private properties within the City of Mission.

III. The City reserves the right to enforce new regulations applicable to the contract, as needed, as a result of administrative, policy or ordinance changes.

IV. Contractor Work Plan with Inspections

- Work orders assigned to Contract Areas must be picked up by the Contractor within one (1) business day after issuance of a notice from the Code Enforcement Division (via email or text). Unless an exception is granted or an amended work order is issued by the City, the Contractor shall complete the work within ten (10) working days. Work Orders will identify which category each property is considered for processing and invoicing.

- Contractor is to have at a minimum two (2) three (3) man crews assigned to perform Weedy Lot Abatement Services.

- **Contractor is to provide before and after pictures in color, of the entire area to be serviced in an electronic format (either email or USB). Before picture should include entire property, visible property address on a marker board, & yard stick showing the height of weeds or grass prior to mowing. All pictures must include: Address or Legal Description, date (month, day, year), and Before and After.**

- **See Exhibit A attachment: Sample Invoice format to be used.**

- **Any lacking or Invoice discrepancies need to be submitted within 24 hours after issuance of notice from Code Enforcement Division.**

V. Equipment Requirements:

A. **Mowers.** Provide either rigid-frame or batwing rotary mowers equipped with sharp blades to cleanly cut vegetation and with deflection devices to prevent flying debris ejected by the mowers, unless otherwise shown on the plans. Do not use rigid-frame mowers wider than 9ft. in cutting width.

B. **Emblems.** Provide slow-moving vehicle emblem affixed to rear of mowers.

C. **Warning Lights.** Provide highly visible omni-directional amber flashing warning lights on tractors and work trucks.

D. **Trimmers.** Provide trimmers for hand trimming.

VI. Work Method Requirements.

A. Requirements.

- Set mower cutting height 3 in. depending on the work order and the type of terrain.
- All organic debris and residuals from mowing shall be removed and disposed accordingly.
- Perform mowing sequence as directed or as approved.
- Do not mow wet ground when rutting can occur, unless otherwise approved.
- Do not mow designated non-mow areas. Areas mowed without approval from the City will be the sole responsibility of the contractor.
- Immediately remove debris ejected onto the roadway. Remove mowed grass from roadway when determined to be a hazard. Contractor must comply with the City's Storm Water Management guidelines to insure that debris and grass clippings are properly disposed.
- Hand-trim around fixed objects within mowed area. Complete hand trimming on each lot within 24 hr. of mowing. Do not damage trees or shrubs.
- Restore appurtenances damaged by mowing operations.
- Mow/cut along fence line.
- Work must be done within fifteen (15) calendar days.

VII. Measurement. This Item will be measured by the square feet.

a. **Full-Width Mowing**. Full-Width Mowing is a range quantity measurement items. The quantity to be paid is the quantity shown in the price schedule range. Additional measurements or calculations will be made if adjustments of quantities are required.

VIII. Payment Process:

The work performed and materials furnished in accordance with this item and measured as provided under "Measurement" will be paid for at the unit price bid for each range identified in the price schedule. This price is full compensation for furnishing and operating equipment and for materials, tools, and incidentals.

IX. Litter Removal:

Remove and dispose of litter. Litter includes such as trash, organic debris, garbage, scrap metals, paper, wood, plastic, glass products, rubber products, tires, auto parts, deteriorated furniture, mattresses, household appliances, and large bulky items. Any exceptions to the listed items will be at the sole discretion of the Code Enforcement Supervisor or Officer and the contractor will be responsible for seeking clarification on disposal of private property. Items disposed by the contractor without approval from the City will be at the contractor's expense.

X. Materials:

Furnish bags, containers and labor.

XI. Equipment:

Provide equipment and tools. Provide equipment that prevents the accumulated debris from being strewn along the roadway during transport.

XII. Work Methods:

Remove bagged litter on the same day it is collected. Do not remove dead animals or hazardous materials; instead notify the ***Health Department.*** Dispose of litter off the area in accordance with federal, state, and local regulations.

A. Litter. Remove and dispose of litter from the area prior to mowing.

XIII. Debris Removal Measurement. This Item will be measured as follows.

A. Litter. Above 3 cubic yards (see exhibit B) with or without structure for each area serviced. Any litter less than 3 cubic yards will be included as part of the mowing price and will not be paid out as a separate line item.

XIV. Payment. The work performed and materials furnished in accordance with this Item and measured as per cubic yards will be paid for at the unit prices bid for "Litter Removal with or without structure". This price is full compensation for collecting, hauling, and disposing of litter and for equipment, labor, materials, tools, and incidentals.

XV. Methods of Operation

All mowed grass and/or debris left on pavement and curb and gutter is to be removed by the Contractor.

Adjust mowers for a cutting height of 3"-5".

Where hand trimming is required, the grass will be cut to a height of 3"-5". Hand trimming operations will be conducted along with Mowing operations.

XVI. Safety and Damage:

- If traffic or pedestrian levels are such that mowing the area will impede traffic or endanger the public in any way, work must cease until such time as those factors causing cessation of work have abated. If Contractor fails to cease work on his/her own judgement, the City shall have the right to halt the Contractor's work.
- Contractor shall take adequate safety precautions. He/She shall coordinate all work with the City and shall place warning signs in accordance with the State of Texas Manual on Uniform Traffic Control Devices, where applicable.
- Contractor will confine all operations to weekday, daylight hours, unless otherwise authorized by the City.
- Contractor shall exercise care so as to avoid damage to trees, shrubs, sprinklers, utilities and other amenities within the project site. Damage must be corrected or repaired by the Contractor at his/her expense or may be performed by the City and the costs for such repairs deducted from payment. All repairs must be completed within five (5) days from date of damage.
- Turf, trees, or shrubs that are damaged or killed due to Contractor's operations, negligence, or application of pesticides must be reported in writing and replaced at Contractor's expense.
- Contractor shall answer emergency or complaint calls within two (2) hours and corrective action shall be complete within eight (8) hours.

XVII. Methods of Operation:

- All mowed grass and/or debris left on pavement and curb and gutter is to be removed by CRP.
- Adjust mowers at a maximum cutting height of 5" at all times.
- Where hand trimming is required, the grass will be cut to a height of 5". Hand trimming operations will be conducted along with Mowing operations and be no more than two (2) days behind Mowers.

XVIII. Signing and Traffic Control Plan

The Contractor Responsible Person (CRP) will comply with the Manual on Uniform Traffic Control Devices. Signs, sign stands and safety flags required to protect the traveling public shall be furnished by the CRP. The CRP will be responsible for the maintenance, repairs and replacement of all signs, and flags.

XIX. Warranty of Services

If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract, correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price. If the Contractor continues to refuse to correct the service and its performance the City reserves the right to move for termination of contract.

XX. Termination and Abandonment:

A. Termination and Default:

If the Contractor fails to perform under the terms of this agreement, the City will provide written notice to the Contractor. If such default is not remedied within ten (10) days, the City may terminate the agreement immediately for default and shall give the Contractor written notice of its termination. Such failure to perform includes, but is not limited to, failure to operate in a reasonable manner or during reasonable hours, failure to respond to requests to mow, failure to pick up litter and violations for the misuse of pesticides on the project. In the event of termination for default, the City shall have against the Contractor all remedies provided by law and equity. Bidders are advised that if they are placed on notice for poor performance and such performance is not remedied within the time frame allotted, vendor may be penalized for a percentage (%) of non-performance requiring invoicing to be adjusted accordingly. Continued non-performance shall lead to termination of contract.

XXI. References / Experience:

Bidder shall have two (2) years' experience and shall provide the City of Mission with a list of references (See Business Questionnaire) and information validating the bidder's knowledge and familiarity with the management, City of Mission Solicitation: Weedy Lot Abatement Services RFB: 27-xxx-xx-xx Page 18 of 23 Include name of contact person, telephone number and type and size of operation.

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

PRESENTED BY: Anna Carrillo, City Secretary

AGENDA ITEM: Discussion and possible action on matters related to cancellation of the regular City Council meetings scheduled for November 24, 2026, and December 22, 2026 – Carrillo

NATURE OF REQUEST:

The Office of the City Manager is requesting the cancellation of the second regularly scheduled City Council meetings on November 24, 2026, and December 22, 2026, in observance of the Thanksgiving and Christmas holidays. A special City Council meeting may be called, if necessary, to address any time-sensitive matters requiring Council action.

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

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

BID AMOUNT: $_____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

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

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

PRESENTED BY: Edgar Gonzalez, EIT., Deputy City Engineer

AGENDA ITEM: Discussion and possible action on matters related to Award of RFB 26-653-09-30 for Meter Connect Supplies for the Public Works Department to Ferguson Waterworks - Gonzalez

NATURE OF REQUEST:
The City of Mission received and publicly opened three (3) responses for RFB No. 26-653-09-30, Meter Connect Supplies for the Public Works Department.
After review of the submitted responses, staff recommends awarding the contract to Ferguson Waterworks, as the lowest responsive and responsible bidder meeting all specifications.
The recommendation is based on estimated quantities only. Services will be utilized and purchased on an as-needed basis throughout the contract term. The contract will consist of a one (1) year base term, with one (1) additional one-year renewal option, subject to mutual agreement and approval in accordance with the contract terms.

BUDGETED: Yes **FUND:** Utility – Water Meter **ACCT. #:** 02-412-64350

BUDGET: $45,000 **EST. COST:** $ **CURRENT BUDGET BALANCE:** $45,000

BUDGETED: Yes **FUND:** Utility – Water Meters **ACCT. #:** 02-418-64350

BUDGET: $450,000 **EST. COST:** $ **CURRENT BUDGET BALANCE:** $267,537

BID AMOUNT:

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance - Purchasing

Advisory Board Recommendation: N/A

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

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

BID NAME/NUMBER: 26-653-09-30 / Meter Connect Supplies

OPEN DATE: September 30, 2026 2:00 PM CST

			Vendor Name:	Aguaworks Pipe & Supply, LLC.		Ferguson Waterworks		Accurate Meter & Supply	
			Street address:	501 W. FM 2812		1900 W. Expwy 83		1910 Joe Stephens Ave.	
			City, State:	Edinburg, TX 78541		Mission, TX 78572		Weslaco, TX 78599	
				(956) 383-8600		(956) 584-8199		(956) 396-1910	
								(281) 391-8110	
				Ernie Ortega		George Gonzalez		Ricardo Martinez	
				ernie.ortega@aguaworkspipe.com		george.gonzalez@ferguson.com		ricardo@accuratemeter.com	
	DESCRIPTION:	UOM	Estimated QTY.	Unit Price	Total Ext.	Unit Price	Total Ext.	Unit Price	Total Ext.
1	1" LINEAR FEET OF POLYETHYLENE TUBING	Feet	1,000	$0.51	$510.00	$0.67	$670.00		$0.00
2	2" LINEAR FEET OF POLYETHYLENE TUBING	Feet	1,000	$1.89	$1,890.00	$2.35	$2,350.00		$0.00
3	3/4" METER COUPLING	Each	400	$7.79	$3,116.00	$11.64	$4,656.00		$0.00
4	1" METER COUPLING	Each	75	$13.40	$1,005.00	$15.80	***$1,185.00***		$0.00
5	1" COMPRESSION ANGLE STOP	Each	100	$64.88	$6,488.00	$62.83	$6,283.00		$0.00
6	2" COMPRESSION ANGLE STOP FOR PVC PIPE	Each	5	$274.98	$1,374.90	$461.07	$2,305.35		$0.00
7	1" x 3/4" COMPRESSION ANGLE STOP	Each	75	$53.44	$4,008.00	$50.77	$3,807.75		$0.00
8	3/4" ANGLE STOP U-BRANCH	Each	50	$37.00	$1,850.00	$35.90	$1,795.00		$0.00
9	2" COMPRESSION ANGLE STOP FOR TUBING	Each	20	$285.97	$5,719.40	$274.66	$5,493.20		$0.00
10	1" COMPRESSION x 3/4" U-BRANCH	Each	20	$96.79	$1,935.80	$104.30	$2,086.00		$0.00
11	3/4" COMPRESSION TEE	Each	10	$51.97	$519.70	$50.99	$509.90		$0.00
12	1" COMPRESSION TEE	Each	30	$55.85	$1,675.50	$54.52	$1,635.60		$0.00
13	2" BRASS 90	Each	10	$28.36	$283.60	$33.70	***$337.00***		$0.00
14	2" BRASS CAP	Each	5	$20.05	$100.25	$24.32	$121.60		$0.00
15	2" BRASS COUPLING	Each	5	$24.44	$122.20	$29.08	$145.40		$0.00
16	2" x 3" BRASS NIPPLE	Each	30	$25.69	$770.70	$20.07	$602.10		$0.00
17	2" x 6" BRASS NIPPLE	Each	30	$34.25	$1,027.50	$38.75	$1,162.50		$0.00
18	2" x 12" BRASS NIPPLE	Each	20	$67.50	$1,350.00	$76.36	$1,527.20		$0.00
19	1-1/2" BRASS FLANGE KIT	Each	10	$47.64	$476.40	$75.00	$750.00		$0.00
20	2" BRASS FLANGE KIT	Each	20	$49.56	$991.20	$85.00	$1,700.00		$0.00
21	3/4" COMPRESSION MALE ADAPTER	Each	40	$17.80	$712.00	$17.30	$692.00		$0.00
22	1" COMPRESSION MALE ADAPTER	Each	40	$21.08	$843.20	$20.50	$820.00		$0.00
23	2" COMPRESSION MALE ADAPTER	Each	20	$83.78	$1,675.60	$81.76	$1,635.20		$0.00
24	3/4" COMPRESSION FEMALE ADAPTER	Each	5	$18.55	$92.75	$18.20	$91.00		$0.00
25	1" COMPRESSION FEMALE ADAPTER	Each	5	$25.17	$125.85	$24.68	$123.40		$0.00
26	2" x 1" COMPRESSION WYE	Each	10	$124.25	***$1,242.50***	$121.87	$1,218.70		***$0.00***
27	2" BRASS GATE VALVE	Each	20	$46.05	$921.00	$90.00	$1,800.00		$0.00
28	2" BRASS GATE VALVE (WITH OPERATING NUT) THREAD X THREAD	Each	20	$366.55	$7,331.00	$363.92	$7,278.40		$0.00
29	2" x 1" WYE 4 MULTI SERVICE	Each	10	$124.25	$1,242.50	$85.00	$850.00		$0.00
30	3/4" x 1" BRASS HEX NUT REDUCER	Each	5	$4.25	$21.25	$22.00	$110.00		$0.00
31	4"x 1" D/S SADDLE	Each	20	$109.32	$2,186.40	$104.04	$2,080.80		$0.00
32	4" x 2" D/S SADDLE	Each	10	$137.49	$1,374.90	$132.08	$1,320.80		$0.00
33	6" x 1" D/S SADDLE	Each	20	$128.75	$2,575.00	$122.55	$2,451.00		$0.00
34	6" x 2" D/S SADDLE	Each	10	$160.25	$1,602.50	$153.95	$1,539.50		***$0.00***
35	8" x 1" D/S SADDLE	Each	20	$158.71	$3,174.20	$151.66	$3,033.20		$0.00
36	8" x 2" D/S SADDLE	Each	10	$180.95	$1,809.50	$173.84	$1,738.40		$0.00
37	10" x 1" D/S SADDLE	Each	10	$195.59	$1,955.90	$187.92	$1,879.20		$0.00
38	10" x 2" D/S SADDLE	Each	10	$230.71	$2,307.10	$221.63	$2,216.30		$0.00
39	12" x 1" D/S SADDLE	Each	10	$228.91	$2,289.10	$219.90	$2,199.00		$0.00
40	12" x 2" D/S SADDLE	Each	10	$262.83	$2,628.30	$252.50	$2,525.00		$0.00
41	16" x 1" D/S SADDLE	Each	10	$392.38	$3,923.80	$377.17	$3,771.70		$0.00

BID NAME/NUMBER: 26-653-09-30 / Meter Connect Supplies

OPEN DATE: September 30, 2026 2:00 PM CST

			Vendor Name:	Aguaworks Pipe & Supply, LLC.		Ferguson Waterworks		Accurate Meter & Supply	
			Street address:	501 W. FM 2812		1900 W. Expwy 83		1910 Joe Stephens Ave.	
			City, State:	Edinburg, TX 78541		Mission, TX 78572		Weslaco, TX 78599	
				(956) 383-8600		(956) 584-8199		(956) 396-1910	
								(281) 391-8110	
				Ernie Ortega		George Gonzalez		Ricardo Martinez	
				ernie.ortega@aguaworkspipe.com		george.gonzalez@ferguson.com		ricardo@accuratemeter.com	
	DESCRIPTION:	UOM	Estimated QTY.	Unit Price	Total Ext.	Unit Price	Total Ext.	Unit Price	Total Ext.
42	16" x 2" D/S SADDLE	Each	10	$392.38	$3,923.80	$377.17	$3,771.70		$0.00
43	2" x 1" PVC QUICK TAP C160	Each	20	$99.95	$1,999.00	$110.25	$2,205.00		$0.00
44	3" x 1" PVC QUICK TAP C160	Each	5	$123.34	$616.70	$132.63	***$663.15***		$0.00
45	4" x 1" PVC QUICK TAP C160	Each	10	$118.85	$1,188.50	$134.57	$1,345.70		$0.00
46	COMPOSITE METER BOX	Each	500	$21.48	$10,740.00	$12.99	$6,495.00		$0.00
47	COMPOSITE METER BOX LID	Each	750	$8.84	$6,630.00	$9.09	$6,817.50		$0.00
48	3/4" RUBBER GASKET	Each	1,000	$0.10	$100.00	$0.10	$100.00		$0.00
49	1" RUBBER GASKET	Each	1,000	$0.15	$150.00	$0.14	$140.00		$0.00
50	2" CLOSE BRASS NIPPLE	Each	50	$14.73	$736.50	$10.00	$500.00		$0.00
51	3" BRASS FLANGE KITS WITH ACCESSORIE	Each	6	$513.96	$3,083.76	$272.70	$1,636.20		$0.00
52	4" BRASS FLANGE KITS WITH ACCESSORIE	Each	6	$1,216.00	$7,296.00	$415.93	$2,495.58		$0.00
53	JUMBO METER BOX	Feet	50	$40.76	$2,038.00	$26.12	$1,306.00		$0.00
54	JUMBO METER BOX LID	Each	50	$14.64	$732.00	$14.65	$732.50		$0.00
55	1" MIPT x COMPRESSION CORPORATION STOP (S100-4 OR EQUAL)	Each	50	$58.48	$2,924.00	$57.07	$2,853.50		$0.00
56	COMPOSITE METER BOX WITH RECESSED HOLE	Each	500	$22.20	$11,100.00	$12.99	$6,495.00		$0.00
57	COMPOSITE METER BOX LID WITH RECESSED HOLE	Each	750	$9.49	$7,117.50	$9.70	$7,275.00		$0.00
	TOTAL BASE AMOUNT FOR (Line Items 1-57)				***$135,624.26***		***$123,328.03***		***$0.00***
	ADDENDUMS			None		None		None	
	Delivery Days after Purchase Order:			5-45 Calendar Days		7-10 Days		10 Calendar Days	
	1st 1-year Renewal			9.0%		5.0%		5.0%	

Please Note: Amounts shaded and in ***italics*** have been corrected mathematically. Accurate Meter & Supply is found non-responsive for failure to complete the pricing schedule

Apparent Lowest Responsible and Responsive Bidder: Ferguson Waterworks

BID NAME/NUMBER: 26-653-09-30 / Meter Connect Supplies
OPEN DATE: September 30, 2026 2:00 PM CST

Vendor Name:	Aguaworks Pipe & Supply, LLC.	Ferguson Waterworks	Accurate Meter & Supply
Street address:	501 W. FM 2812	1900 W. Expwy 83	1910 Joe Stephens Ave.
City, State:	Edinburg, TX 78541	Mission, TX 78572	Weslaco, TX 78599
Phone:	(956) 383-8600	(757) 874-7795	(956) 396-1910
Fax:			(281) 391-8110
Contact:	Ernie Ortega	Brian Hill	Ricardo Martinez
Email:	ernie.ortega@aguaworksp		ricardo@accuratemeter.co

	DESCRIPTION of FORMS:				
	Solicitation Signed		Yes	Yes	Yes
	Terms & Conditions Included		Yes	Yes	Yes
	Non-Collusive Bidding Certification		Yes	Yes	Yes
	Pricing Schedule		Yes	Yes	***Not Completed***
	S.B. 252 Certification Form		Yes	Yes	Yes
	Addenda(s)		None	None	None
	Gen. Business Questionare		Yes	Yes	Yes
	References		Yes	***Not Completed***	***Not Completed***
	CIQ				

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

PRESENTED BY: Edgar Gonzalez, EIT., Deputy City Engineer

AGENDA ITEM: Discussion and possible action on matters related to the authorization to extend the Second & Final One-Year renewal for Liquid Emulsion Polymer Bid No. 25-069-11-07 with Polydyne, Inc. for the Public Works Department Wastewater Treatment Plant with a 4.8% increase in pricing - Gonzalez

NATURE OF REQUEST:

The City of Mission entered into an agreement with Polydyne, Inc. for the purchase of Liquid Emulsion Polymer. The contract term was for one year with two one-year renewal options. Orders will be placed on an as needed basis for a one-year base term with no change in price. This will extend Bid No. 25-069-11-07 from December 20, 2026 through December 19, 2027 with a 4.8% increase in current pricing.
FBS C1683 2300 LB totes $1.50/LB delivered, with $4.8% increase $1.57/LB delivered

BUDGETED: Yes **FUND:** WWTP **ACCT. #:** 02-414-64220

BUDGET: $80,000 **EST. COST:** $ **CURRENT BUDGET BALANCE:** $68,604

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval JPT.AG

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

SNF
WATER SCIENCE

polydyne.snf.com

October 22, 2026

Ralphael De La Rosa
City of Mission
1201 E. 8th Street
Mission, TX 78572

SUBJECT: Contract Renewal Proposal – Bid No. 25-069-11-07 Liquid Emulsion Polymer for the Public Works Department Wastewater Treatment Plant

Dear Mr. De La Rosa,

The subject contract between Polydyne and the City of Mission is set to expire on December 19, 2026. Polydyne Inc. appreciates the opportunity to continue serving the City and would like to offer an extension of the above-referenced contract. As provided in the original bid's renewal terms, Polydyne respectfully requests a 4.8% price adjustment for the upcoming renewal period. This adjustment is necessary to help offset increased costs absorbed over the past year.

Effective for the renewal term, December 20, 2026, through December 19, 2027, Polydyne Inc. proposes to supply the following:

PRODUCT	PACKAGE	CURRENT PRICE	PROPOSED PRICE
FBS C1683	2300 LB. TOTES	$1.50/LB DELIVERED	$1.57/LB. DELIVERED

Please be assured that Polydyne Inc. remains committed to being a low-cost polymer supplier to the U.S. municipal market. We continually monitor all aspects of our business and strive to keep our costs as low as possible without compromising the quality of our products or services.

We appreciate the City's consideration of this request and look forward to continuing our valued partnership. If you have any questions, please feel free to contact Marcus Ortiz, Technical Sales Representative, at (281) 633-6086.

Sincerely,

Boyd Stanley
Sr. Vice-President

BID NAME/NUMBER: 25-069-11-07 / Liquid Emulsion Polymer for the Public Works Department Wastewater Treatment Plant

OPEN DATE: November 07, 2024 2:00 PM CST

BIDDER:			Liquid Emulsion Polymer for the Public Works Department Wastewater Treatment Plant			
			Est. Qty	UOM	Unit Price	Total Extended Price
Vendor Name:	**Univar Solutions USA, LLC.**			lbs.		**No Bid**
Street address:	8201 S. 212th	**Bid Price**				
City, State:	Kent, WA 98032-1994					
Phone:	(253) 872-5000	**Addendums?**	None			
Fax:				1st Renewal Option?		
Contact:	Roise Holiday			2nd Renewal Option?		
Email:	roise.holidayhenry@univarsolutions.com	**Delivery Days**				
Vendor Name:	**Polydyne, Inc.**		6,875	Gal	$12.9000	**$88,687.50**
Street address:	One Chemical Plant Road	**Bid Price**				
City, State:	Riceboro, GA 31323					
Phone:	(800) 848-7659	**Addendums?**	None			
Fax:	(512) 880-2078			1st Renewal Option?		8.00%
Contact:	Boyd Stanley, Sr. VP			2nd Renewal Option?		8.00%
Email:	bids@polydyneinc.com	**Delivery Days**	10-15 Days			
Vendor Name:	**Red Eye Chems**		6,875	Gal	$14.1800	***$97,487.50***
Street address:	409 W. Front St., Ste. 100-1	**Bid Price**				
City, State:	Hutto, TX 78634					
Phone:	(713) 865-6172	**Addendums?**	None			
Fax:				1st Renewal Option?		6.00%
Contact:	Dustin Windham, Pres.			2nd Renewal Option?		6.00%
Email:	dustin@redeyechem.com	**Delivery Days**	6-7 Days			

Apparent Lowest Responsible and Responsive Bidder: Polydyne Inc.

Note: ***Univar Solutions found unresponsive, they failed to provide all required documents***

BID NAME/NUMBER: 25-069-11-07 / Liquid Emulsion Polymer for the Public Works Department Wastewater Treatment Plant

OPEN DATE: November 07, 2024 2:00 PM CST

Vendor Name:	Univar Solutions USA, LLC.		Polydyne, Inc.	Red Eye Chems	
Street address:	8201 S. 212th		One Chemical Plant Road	409 W. Front St., Ste. 100-112	
City, State:	Kent, WA 98032-1994		Riceboro, GA 31323	Hutto, TX 78634	
Phone:	(253) 872-5000		(800) 848-7659	(713) 865-6172	
Fax:			(512) 880-2078		
Contact:	Roise Holiday		Boyd Stanley, Sr. VP	Dustin Windham, Pres.	
Email:	roise.holidayhenry@univarsolution		bids@polydyneinc.com	dustin@redeyechem.com	
DESCRIPTION of FORMS:					
	Solicitation Signed		No	Yes	Yes	
	Terms & Conditions Included		No	Yes	Yes	
	Non-Collusive		No	Yes	Yes	
	Pricing Schedule		No	Yes	Yes	
	Addenda(s)		None	None	None	
	Gen. Business Questionare		No	Yes	Yes	
	References		No	Yes	Yes	
	CIQ			Yes		
	Debarrment					

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

PRESENTED BY: Mike Silva, Fire Chief

AGENDA ITEM: Discussion and possible action on matters related to the Ratification of a Variance to Ordinance No. 2198 for a Fireworks Display in Recognition of Veterans Memorial High School Seniors During the Final Home Football Game on October 30, 2026, at Tom Landry Stadium - Silva

NATURE OF REQUEST:

Veterans Memorial High School requested a variance to Ordinance No. 2198 to allow a fireworks display on Friday, October 30, 2026, at Tom Landry Stadium in conjunction with the school's final home football game of the season. The fireworks display was intended to celebrate and recognize all graduating seniors during the traditional Senior Walk.

Due to the request not being submitted in sufficient time for placement on a City Council agenda prior to the event, the variance was reviewed and approved by the City Attorney. The item is now being presented to the City Council for formal ratification.

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

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

BID AMOUNT: $ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Fire

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

PRESENTED BY: Michael Silva – Fire Chief

AGENDA ITEM: Discussion and possible action on matters related to the authorization to enter into a Master Service Agreement between Lexipol and the Mission Fire Department via Sourcewell Contract #102325-LXP for a total amount of $30,169.46- Silva

NATURE OF REQUEST:

Discussion and possible action on matters related to authorization to enter into a Master Service Agreement between Lexipol and the Mission Fire Department via Sourcewell Contract #102325-LXP for a total amount of $30,169.46.

The agreement provides access to fire department policy manuals, daily training bulletins, supplemental manuals, fire procedures, accreditation management software, fire and EMS mobile solutions, and online training services to support departmental operations, personnel training, policy management, and accreditation efforts. The initial service term is December 1, 2026, through November 30, 2027.

BUGETED: Yes **FUND:** General **ACCT. #:** 01-431-94700

BUDGET: 41,000 **EST. COST:** 30,169.46 **CURRENT BUDGET BALANCE:** 40,290

BUGETED: Yes **FUND:** General **ACCT. #:** 01-433-94700

BUDGET: 58,6000 **EST. COST:** 30,169.46 **CURRENT BUDGET BALANCE:** 58,600

BID AMOUNT: _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: None

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

Q-220515

LEXIPOL

MASTER SERVICE AGREEMENT

Created Date: 08/04/2026

Initial Term Start Date: 12/01/2026

Initial Term End Date: 11/30/2027

Account Executive Information

Dana Baker
Customer Success Manager
dbaker@lexipol.com

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

Juanita Alvarez
Administrative Coordinator
jgalvarez@missiontexas.us
(956) 580-8705

Mission Fire Department
Sourcewell #: 99270
1201 E. 8th Street
Mission, Texas 78572

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Description of Services
(d) **Exhibit C** - Terms and Conditions of Service

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 102325-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

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Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Mission Fire Department		**Lexipol, LLC**	
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

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Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
100	Annual Fire Policy Manual & Daily Training Bulletins	$11,453.00	-7.754%	($888.09)	$0.00	$12,341.09
100	Annual Fire Supplemental Manual(s)	$2,149.00	-7.732%	($166.17)	$0.00	$2,315.17
100	Annual Fire Procedures	$1,676.00	-7.743%	($129.77)	$0.00	$1,805.77
100	Fire Accreditation Workbench Premium	$2,661.00	-7.735%	($205.83)	$0.00	$2,866.83
120	Fire & EMS Platform/Mobile Solution	$84.41	0%	$0.00	$0.00	$10,129.20
10	PoliceOne Academy Annual Rate With OLL Services	$71.14	0%	$0.00	$0.00	$711.40
			Discount:	($1,389.86)	Subtotal:	$30,169.46

Discount:	($1,389.86)
Subtotal:	$30,169.46
Tax:	
Total Due:	$30,169.46

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Exhibit B
Description of Services

PoliceOne Academy
Training is key to improving safety and effectiveness in law enforcement agency operations. PoliceOne Academy's online training platform combines high-quality content with time-saving features to help your training resources go further.

- 24/7 access to online learning, allowing your officers to train when it's convenient
- Hundreds of full-length courses and thousands of videos built for micro-learning
- Reports to help you monitor and track training completion, compliance and license renewal
- Acceptance as a Certified Training Provider and for continuing education in many states
- Ability to upload and build your own content and create personalized learning plans
- 360-degree customer support, including a personalized onboarding implementation plan, recurring services to help you maximize your training program, and a dedicated Customer Success Manager

Policy Manual
Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)
Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates
Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)
Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports
Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

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Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Accreditation Workbench - Premium

Managing the agency accreditation process is a complex task that requires intimate knowledge of policy and extreme attention to detail. Lexipol's Accreditation Workbench Premium provides your agency's Accreditation Manager access to content and tools that significantly reduce the time and effort required to successfully prepare for and execute an accreditation assessment.

- Current standards for supported accreditation programs are preloaded and viewable
- Lexipol policies are pre-tagged to many applicable standards and your Accreditation Manager can easily add or modify tagging to meet your specific program needs
- Compliance checklists are preloaded for each standard, clearly detailing required written directives and proofs of compliance (Accreditation Manager can also customize the checklists)
- Upload, store and organize proofs of compliance (e.g., documents, videos) in a preformatted electronic folder system that is based on how the accrediting body organizes standards and its accreditation review cycle
- Complete self-assessments by using analysis tools to identify gaps in required proofs of compliance
- Streamline assessment process by generating printed reports or showing the assessor compliance items stored in the online system

Fire Procedures

- Clear and accessible procedures are imperative to ensure safe, effective and consistent emergency response and personnel interactions. Lexipol's fire procedures, based on national best practices, give you critical operational and administrative procedures as well as a template to build on.More than 35 best practice procedures designed to support safe and effective operations
- Tactical procedures address the operations most often cited as contributing to firefighter injury or death as well as the most common call types
- Administrative procedures address the areas of highest legal liability as well as best practices for organizational success
- Scenario-based training reinforces live training
- Mobile-friendly decision trees and checklists prevent essential steps from being missed

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Exhibit C
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol, LLC ("Lexipol") and the Agency identified in the agreement or cover sheet to which these Terms are attached. Lexipol and the Agency are sometimes referred to herein as a "Party" and collectively as the "Parties." Authorized end users may access and use the Services only through the Agency's rights under this Agreement.

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 "Agency Data" means all data, information, and content owned by the Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 "Agreement" means the contract documents to which these Terms are attached, including the applicable agreement, cover sheet, pricing exhibit, and any incorporated exhibits or addenda.

1.4 "Custom Agreement Terms" means special contractual terms contained in the applicable cover sheet, pricing exhibit, order form, or similar transaction document. In the event of a conflict, the Custom Agreement Terms will control over these Terms, but only to the extent of the conflict and only where specifically defined as "Custom Agreement Terms."

1.5 "Initial Term" means the period beginning on the Initial Term Start Date and ending on the Initial Term End Date.

1.6 "Initial Term Start Date" is specified on the cover sheet and represents the first day of the Initial Term.

1.7 "Initial Term End Date" is specified on the cover sheet and represents the last day of the Initial Term.

1.8 "Online Services" means all services offered by Lexipol and its partners, affiliates, and licensors through online, internet-based platforms that require account-based access. Online Services include, without limitation, Lexipol's Policy, Training, Reports, Wellness, and Grants Management services.

1.9 "Lexipol Content" means all content in any format including but not limited to written content, images, videos, data, information, software, multimedia, information, and other materials provided by Lexipol and/or its licensors via the Services.

1.10 "Professional Services" means those Services that are not part of Lexipol's Online Services and that require the direct professional expertise of Lexipol personnel and/or contractors, including implementation or technical support for Online Services, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts. Professional Services may also be referred to as "One-Time" Services in Lexipol's pricing sheets and service descriptions.

1.11 "Services" means all products and services, including but not limited to all Online Services, software subscriptions, content licensing, Professional Services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

1.12 "Sponsor Organization" means a governmental or quasi-governmental risk pool, joint powers authority, intergovernmental risk-sharing organization, or similar entity that provides risk management, insurance, claims administration, training, accreditation, policy, loss-control, financial sponsorship or related services to Agency.

2. Term; Termination. This Agreement is effective and enforceable when signed by Agency. It begins on the Initial Term Start Date and will continue through the Initial Term. At the end of the Initial Term, this Agreement will renew for successive one-year periods (each, a "Renewal Term") unless either Party gives written notice of non-renewal at least sixty (60) days before the end of the then-current term. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

NOTE: Expiration or termination of this Agreement will not relieve either Party of any obligation or liability accrued before the effective date of expiration or termination, including payment obligations, whether based on renewal or otherwise. Fees are not eligible for refund, proration, or offset in the event of termination for convenience by Agency.

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3. Invoicing; Fees. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees incurred when paying electronically. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Lexipol's pricing sheets are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

4. Terms of Service. The following provisions govern access to and use of Lexipol's Services:

4.1 Account Management. Access to Lexipol's Services is personal and unique to Agency. Agency agrees it will not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords. Any violation of this Section may be considered a material breach resulting in suspension of Service or termination of this Agreement by Lexipol.

4.2 Agency Data. Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Agency acknowledges and agrees that Lexipol may (a) share Agency Data among and between the Services (including across different Lexipol products, modules, and offerings) to enable provisioning, administration, support, analytics, reporting, interoperability, and product improvements; and (b) disclose Agency Data to Agency's Sponsor Organization(s) (if applicable) and their administrators, brokers, consultants, and service providers, solely to support Agency's participation in risk management, training, accreditation, policy, loss-control, claims, or related programs, and for reporting and benchmarking purposes for such programs, in each case to the extent permitted by applicable law. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. Lexipol will implement and maintain a written information security program reasonably designed to protect Agency Data and appropriate to the nature of the Services and the Agency Data processed by Lexipol. Lexipol will notify Agency without undue delay after confirming any unauthorized access to or acquisition of Agency Data in Lexipol's possession or control, as required by applicable law. For information related to Lexipol's information security programs, Agency may contact Lexipol's compliance team.

4.3 Intellectual Property; Use of Content. Lexipol's Services and all Lexipol Content are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-exclusive, non-sublicensable, and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Except for the limited rights expressly granted in this Agreement, Lexipol and its licensors reserve all rights, title, and interest in and to the Services and Lexipol Content, and no implied licenses are granted. Lexipol Content may be incorporated into Agency's own policies and materials, but Agency may not otherwise share, upload, or distribute Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. Regarding policy content and policy manuals, Agency specifically acknowledges and agrees that, prior to use and final publication, all Agency policies and daily training bulletins (DTBs) have been individually reviewed and adopted by Agency. Agency further acknowledges and agrees that it, and not Lexipol, is considered the "policy maker" regarding each such policy and DTB.

4.4 Restrictions on Use of Third-Party Platforms (including AI). Agency will not upload, input, transmit, or otherwise provide any Lexipol Content (including but not limited to policy content, training materials, wellness materials, drafts, DTBs, templates, or other materials that incorporate or are derived from Lexipol Content) to any third-party website, application, platform, or service (including any generative AI or machine learning model, tool, or service), except (a) as expressly permitted herein or separately in writing by Lexipol, or (b) to the extent required to publish Agency's final adopted policies for Agency's internal governmental use or public posting in the ordinary course, provided that such posting does not disclose Lexipol Confidential Information or trade secrets beyond what is embodied in Agency's final adopted policies. Without limiting the foregoing, Agency will not use any third-party platform in a manner that (i) trains, fine-tunes, or improves a third party's models on Lexipol Content, (ii) makes Lexipol Content available to other customers or users of that third party platform, or (iii) enables extraction of Lexipol Content except as part of Agency's final adopted policies. For Clarity, this Section does not prohibit Agency from using generally available document storage, email or collaboration platforms solely for internal operations, provided Agency does not authorize those platforms to train or improve models on Lexipol Content and restricts access to authorized users.

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5. Confidentiality. Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

6. Warranty. LEXIPOL WARRANTS THAT THE SERVICES WILL MATERIALLY CONFORM TO THE APPLICABLE DESCRIPTION OF SERVICES DURING THE TERM AND THAT PROFESSIONAL SERVICES, IF ANY, WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER. AGENCY'S SOLE AND EXCLUSIVE REMEDY, AND LEXIPOL'S ENTIRE LIABILITY, FOR A BREACH OF THE FOREGOING WARRANTIES WILL BE FOR LEXIPOL TO REPERFORM THE NONCONFORMING SERVICES OR, IF LEXIPOL CANNOT DO SO WITHIN A REASONABLE TIME, TO TERMINATE THE AFFECTED SERVICES AND REFUND THE PREPAID, UNUSED FEES FOR THE TERMINATED PORTION. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS IS," AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

7. Indemnification. Lexipol will indemnify, defend, and hold harmless Agency from and against any third-party claim to the extent alleging that the Services, as provided by Lexipol and used by Agency as permitted under this Agreement, infringe or misappropriate such third party's intellectual property rights, and will pay resulting damages, judgments, settlements approved by Lexipol, and reasonable attorneys' fees awarded by a court or included in a settlement approved by Lexipol. Lexipol will have no obligation under this Section to the extent a claim arises from (a) Agency Data, (b) modifications not made by Lexipol, (c) use of the Services in combination with items not provided by Lexipol, if the claim would have been avoided but for such combination, or (d) use of the Services other than as permitted under this Agreement. Agency must (i) promptly notify Lexipol in writing of any indemnified claim, (ii) allow Lexipol to control the defense and settlement of the claim, and (iii) reasonably cooperate with Lexipol. Lexipol will not settle any claim in a manner that imposes any admission of fault or ongoing payment obligation on Agency without Agency's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

8. Limitation of Liability. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for any indirect, incidental, consequential, special, or exemplary damages, or for any lost profits, revenues, business opportunities, or goodwill. Nothing in this Section limits a Party's obligation to pay amounts properly due and owing under this Agreement.

9. General Terms.

9.1 Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either Party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both Parties.

9.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

9.4 Governing Law; Venue. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply. To the extent permitted by applicable law, the state and federal courts located in the state in which

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Agency is located will have exclusive jurisdiction over any action arising out of or relating to this Agreement, and each Party irrevocably submits to the personal jurisdiction of those courts for that purpose.

9.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent to a successor in interest in connection with a merger, acquisition, consolidation, or sale of substantially all of the assigning Party's assets, provided that the assignee assumes this Agreement.

9.6 Waiver. Either Party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

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Q-220515

LEXIPOL

Lexipol Solutions Proposal

for Mission Fire Department

Prepared for:
Lexipol LLC

Prepared by:

Dana Baker
dbaker@lexipol.com

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034
www.lexipol.com

Docusign Envelope ID: C48A2F9A-A2F6-431E-AEA2-0FBD727DC2E9

MASTER AGREEMENT #102325
CATEGORY: Public Safety Training and Simulation Equipment and Technology
SUPPLIER: Lexipol, LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Lexipol, LLC, 2611 Internet Blvd., Suite 120, Frisco, TX 75034 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on February 13, 2030, unless it is cancelled or extended as defined in this Agreement.

    1. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

    2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #102325 to Participating Entities. In Scope solutions include:

    1. Sourcewell is seeking proposals for Public Safety Training and Simulation Equipment and Technology, including but not limited to:
        a. Facilities, structures (fixed or mobile);
        b. Equipment, props, supplies, rentals, and consumables;
        c. Augmented or virtual reality, interactive, and digital simulation technology and related software, hardware, and equipment;
        d. Instructional, educational, training programs, incident-based training, and learning management systems with directly related materials and supplies; and,
        e. Services, equipment, and software directly related to the offering of the solutions described in Sections 1. a. – d. above, including design, installation, maintenance, repair, training, integration, support, and customization.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

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13) **Supplier Representations:**

a. **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

b. **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

c. **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

a. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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b. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

c. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

d. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 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 C.F.R. § 401, "Rights to

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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. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

e. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

f. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

g. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have 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 any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

h. **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

i. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must 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.

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j. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

k. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

l. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

m. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

n. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

o. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

p. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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r. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

s. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

t. **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

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4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

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9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier

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or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

    a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
        - $1,500,000 each occurrence Bodily Injury and Property Damage
        - $1,500,000 Personal and Advertising Injury
        - $2,000,000 aggregate for products liability-completed operations
        - $2,000,000 general aggregate

    b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

    c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

    d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses

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paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

Docusign Envelope ID: C48A2F9A-A2F6-431E-AEA2-0FBD727DC2E9

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Lexipol, LLC
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Jan Roos 4C0C6B3894694F7...
By: _____	By: _____
Jeremy Schwartz	Jan Roos
Title: Chief Procurement Officer	Title: VP Compliance & General Counsel
Date: 3/13/2026 | 9:42 AM CDT	Date: 3/12/2026 | 1:32 PM CDT

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

PRESENTED BY: Michael Elizalde, Director of Grants & Strategic Development

AGENDA ITEM: Discussion and possible action on matters related to authorizing the solicitation of bids for the Housing Assistance Program – HAP Phase 26-I - Elizalde

NATURE OF REQUEST:

The Citizens Advisory Committee met on October 28, 2026, and recommended approval of staff's proposal to provide housing reconstruction assistance to two (2) eligible households through the City's Community Development Block Grant (CDBG) Program at the following addresses:

1. **215 Rio Street, Mission, TX 78572** – Hardship assistance due to a structure fire resulting in displacement of the resident.

2. **988 Adams Avenue, Mission, TX 78572** – Property referred by the Building Board of Adjusters for housing assistance consideration.

Both households have been reviewed and determined eligible for assistance. Staff is requesting authorization to proceed with the solicitation of bids for reconstruction of the two residential properties under HAP Phase 26-I.

BUGETED: Yes **FUND:** CDBG **ACCT. #:** 04-462-79202

BUDGET: $180,000 **EST. COST:** $ 180,000 **CURRENT BUDGET BALANCE:** $

BID AMOUNT: $

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: CAC - Approval

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE: APPROVED:

DISAPPROVED:

TABLED:

_____ AYES

_____ NAYS

_____ DISSENTING

City of Mission

Community Development Department
Housing Assistance Program

MEMORANDUM

TO: Citizens Advisory Committee

FROM: Michael J. Elizalde, Director of Grants & Strategic Development

DATE: October 22, 2026

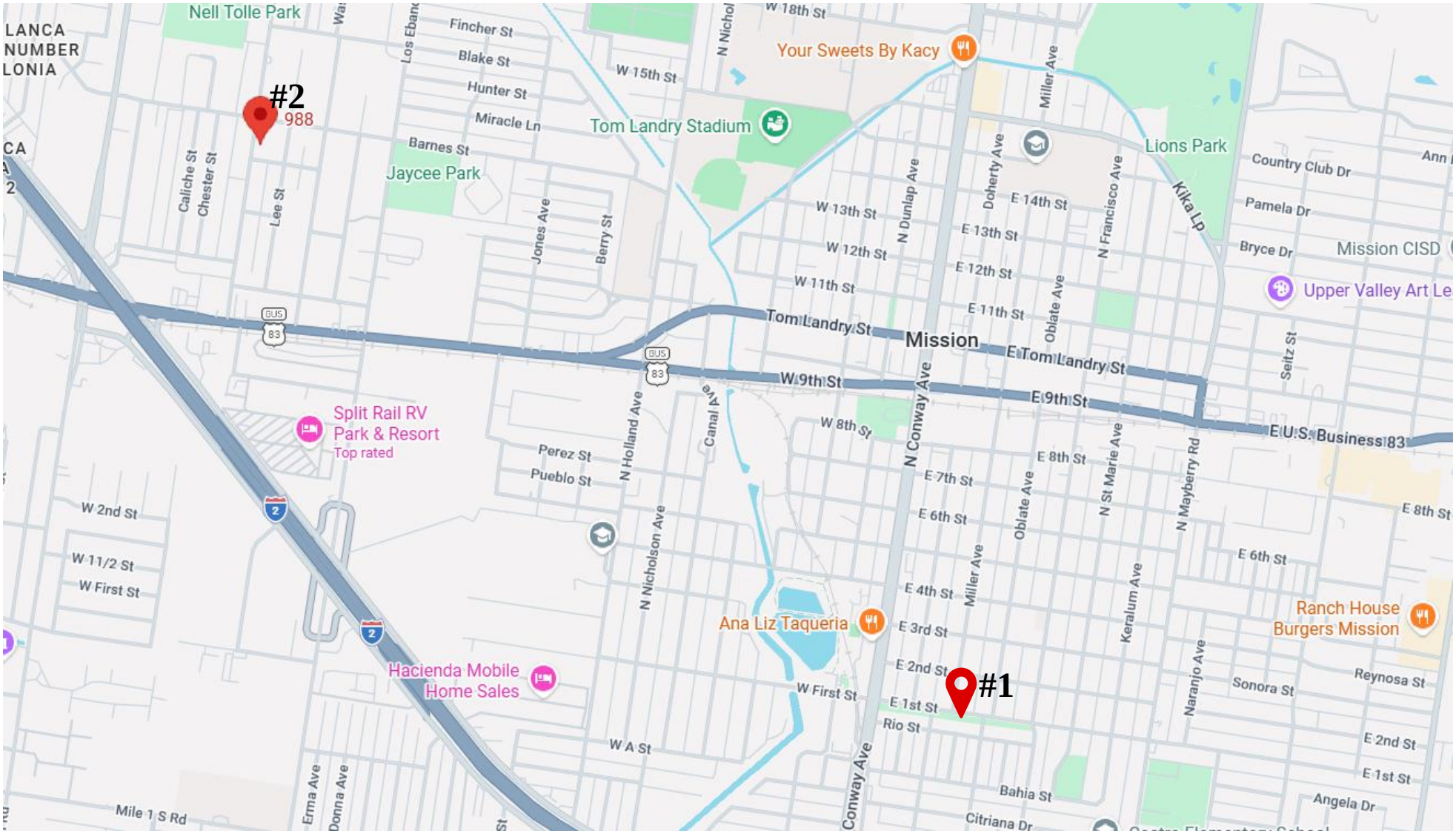
RE: Approval of Applicants to be Assisted under the HAP Phase 26-I

The Housing Assistance Program will assist by providing improvements to their current living conditions (rehabilitation) for eligible low-income families. The applicants listed below have met all program requirements for assistance:

	Address	Status	Assistance
1.	215 Rio Street	Eligible – HR Phase 26-I	Reconstruction (2/2)
2.	988 Adams Avenue	Eligible – HR Phase 26-I	Reconstruction (2/2)

City of Mission-Community Development Department
Housing Assistance Program (HAP)—Environmental FY 2026-2027

1. 215 Rio Street
2. 988 Adams Street



CITY OF MISSION
COMMUNITY DEVELOPMENT
HOUSING ASSISTANCE PROGRAM

HAP PHASE 26-I
ROSE MARIA GARCIA
988 ADAMS STREET
MISSION, TEXAS 78572

INDEX OF DRAWINGS

0/8	TITLE PAGE	5/8	ROOF PLAN
1/8	SITE PLAN	6/8	FOUNDATION PLAN
2/8	FLOOR PLAN	7/8	ELECTRICAL/LIGHTING PLAN
2.1/8	GENERAL NOTES	8/8	HANDICAP ACCESSIBILITY STANDARDS
3/8	EXTERIOR ELEVATIONS		
4/8	WALL SECTIONS		

CITY OF MISSION
COMMUNITY DEVELOPMENT
HOUSING ASSISTANCE PROGRAM

HAP PHASE 26-I
JOSE MARIO GUERRA
215 RIO STREET
MISSION, TEXAS 78572

INDEX OF DRAWINGS

0/8	TITLE PAGE	5/8	ROOF PLAN
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2.1/8	GENERAL NOTES	8/8	HANDICAP ACCESSIBILITY STANDARDS
3/8	EXTERIOR ELEVATIONS		
4/8	WALL SECTIONS		

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

PRESENTED BY: Cesar Torres, Chief of Police

AGENDA ITEM: Discussion and possible action on matters related to the authorization to accept the STEP – Impaired Driving Mobilization 2027 Grant from the Texas Department of Transportation (TxDOT), in the amount of $47,225.00, with a 15.30% match accepted by TXDOT via in-kind match through fringe benefits and administrative costs. - Torres

NATURE OF REQUEST:

The Mission Police Department requests authorization to the STEP – Impaired Driving Mobilization 2027 Grant from the Texas Department of Transportation (TxDOT). This grant is crucial for the city of Mission as it allows the opportunity to have more officers on the road during peak holidays (Spring Break, Christmas, New Years, Labor Day, and Independence Day). This grant allows the Mission Police Department to increase patrols and enforcement (targeting impaired driving), which helps reduce roadway deaths and number of road accidents in the City of Mission. The grant is a year-round grant, split into mobilization periods per peak holiday. The amount awarded is $47,225.00. Total project costs will be $40,000.00. There is a 15.30% match amount from the city, totaling $7,225.00. The match amount is accepted by TXDOT via in-kind match through fringe benefits and administrative costs. By matching with in-kind, the City of Mission's cash match will be zero.

BUDGETED: FY 26-27 **FUND:** Designated Purpose **ACCT. #:** 15-300-33622

BUDGET: $45,000 **EST. COST:** $40,000 **CURRENT BUDGET BALANCE** $45,000

BUDGETED: FY 26-27 **FUND:** Designated Purpose **ACCT. #:** 15-422-14040

BUDGET: $45,000 **EST. COST:** $40,000 **CURRENT BUDGET BALANCE:** $45,000

BID AMOUNT: $

STAFF RECOMMENDATION:

Approval.

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval JPT

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

Texas Traffic Safety eGrants

Fiscal Year 2027

Organization Name: City of Mission Police Department

Legal Name: City of Mission

Payee Identification Number: 17460017381012

Project Title: STEP - Impaired Driving Mobilization

ID: 2027-Mission-IDM-00024

Period: 12/13/2026 to 09/10/2027

Texas Department Of Transportation - Traffic Safety
Electronic Signature Authorization Form

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: City of Mission

Project Title: STEP - Impaired Driving Mobilization

Authorizing Authority
The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.

Name:	
Title:	
Signature:	
Date:	
Under the authority of Ordinance or Resolution Number (if applicable)	

Authorized to Electronically Sign Grant Agreements and Amendments
List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.		
2.		
3.		

Texas Traffic Safety eGrants

Fiscal Year 2027

Organization Name: City of Mission Police Department

Legal Name: City of Mission

Payee Identification Number: 17460017381012

Project Title: STEP - Impaired Driving Mobilization

ID: 2027-Mission-IDM-00024

Period: 12/13/2026 to 09/10/2027

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Mission** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2026.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

ALN Number: **20.616**
ALN Title: **National Priority Safety Programs**
Funding Source: Section **405D**
Unique Entity Identifier (UEI) : **NB6GZTVY4BF7**
FAIN:
405d Impaired Driving Mid-HVE
69A3752730000405DTXH

Project Title: **STEP - Impaired Driving Mobilization**
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **12/13/2026** or on the date of final signature of both parties, whichever is later, and ends on **09/10/2027** unless terminated or otherwise modified.

Total Awarded: **$47,225.00**
Amount Eligible for Reimbursement by the Department: **$40,000.00**
Match Amount provided by the Subgrantee: **$7,225.00**

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions. For purposes of these Terms and Conditions, the Department is also known as the State and the prospective primary participant and the Subgrantee is also known as the Subrecipient and prospective lower tier participant

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200, and the Department's Behavioral Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant, and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) 4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC 4321 et seq.; the Clean Air Act, as amended, 42 USC 7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USCC 1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC 9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC 4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article, if the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) specified percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be offset by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

C. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees must not exceed 10% of the TxDOT award for Non-Enforcement/Administrative Duties salaries. Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategory "Enforcement," to exceed the TxDOT amount listed in Subcategory "Administrative Duties." The TxDOT amount can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

D. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

E. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting" refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

F. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200

principles outlined in 2 CFR Part 200.

G. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

H. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

I. Payments are contingent upon the availability of appropriated funds.

J. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

K. Preference for funding will be given to projects based on demonstrated performance history

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed

B If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project Subgrantee shall submit a performance report within 30 days of project completion.
2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.
3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the Records), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all

services and obligations described in this agreement and these have been accepted by the Department, unless:

1 This agreement is terminated in writing with the mutual consent of both parties; or

2 There is a written thirty (30) day notice by either party; or

3 The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their

authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A proposed subcontract, regardless of the dollar amount, must be fully executed and uploaded into the Department's designated electronic system. Approval will be electronically documented and retained in the designated system, which serves as the official record of the Department's subcontract approval. Subcontracts must contain all required provisions of these Grant Agreement General Terms and Conditions. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement.

The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this

agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR 200.216, 200.310-.316, 200.318-.327.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other

data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT); 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Chapter 60, as they may be amended periodically (called the Regulations).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21; Article 22. Civil Rights Compliance

23 CFR 1300 Appendix A to Part 1300-Certifications and Assurances for Highway Safety Grants Nondiscrimination:

28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38. The Subgrantee should provide accommodations necessary for effective communication at no cost to the program participant;

The State highway safety agency-

Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/finding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as NHTSA may determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials, and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to

obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department s federally approved DBE program

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision- making authority regarding the DBE goal and shall be responsible for documenting its actions

D. The Subgrantee shall follow all other parts of the Department s DBE program. Information can be found at web address https://www.txdot.gov/business/disadvantaged-small-business-enterprise/dbe-airport-concessions.html.

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department s DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime

contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or

agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering

   into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A.

B. The Subgrantee agrees that it shall:

   1. Obtain and maintain an active registration in the System for Award Management (SAM.gov) and provide its Unique Entity Identifier (UEI) to the Department in

      accordance with 2 CFR Part 25. The UEI is a 12-character alphanumeric identifier assigned through SAM.gov.

   2. Report the total compensation and names of its top five (5) executives to the State if:

      i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

      ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $1,000,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT s Compliance Division at singleaudits@txdot.gov

C. If expenditures are less than $1,000,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $1,000,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY S PUBLIC INFORMATION (*This article applies only to non-profit entities.)*

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code 25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code 10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

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RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend grant related training as requested by the Department

D. Attend meetings according to the following:

1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for grant related activities.

2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement..

G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested, is for work exclusively related to this project.

H. Ensure that this grant will in no way supplant (replace) funds from other sources.

Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

I. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, Enforcement Zone identifier, mileage (including starting and ending mileage), hours worked, type of warning or citation issued or arrest made, officer and supervisor signatures.

J. All STEP agencies must provide the following provision in all daily activity report forms:

"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC

funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

The above language should be added to the activity reports immediately above the signature lines of the officer and supervisor.

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

M. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

N. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

O. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

P. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

Revised: 11/07/2017

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RESPONSIBILITIES OF THE DEPARTMENT

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

1. review of periodic reports
2. physical inspection of project records and supporting documentation
3. telephone conversations
4. e-mails and letters
5. quarterly review meetings
6. eGrants

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

1. Ascertain whether or not the project objectives were met
2. Review project accomplishments (performance measures completed, targets achieved)
3. Account for any approved Program Income earned and expended
4. Identify exemplary performance or best practices

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GENERAL INFORMATION

Project Title :	STEP - Impaired Driving Mobilization
Project Description :	To conduct DWI enforcement Waves during holiday periods to increase DWI arrests and earned media activity as part of the statewide "Drink. Drive. Go To Jail" campaign and in conjunction with the national Impaired Driving Mobilization campaign
How many years has your organization received funding for this project?	This will be our fifth or more year.

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

GOALS STRATEGIES AND OPERATIONAL PLAN

Goal:	To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes
Strategies:	Increase enforcement of traffic safety-related laws.
	Increase public education and information campaigns.
Goal:	To reduce the number of DWI-related crashes, injuries, and fatalities.
Strategy:	Increase enforcement of DWI laws.

X Agency agrees to the above goals and strategies.

Operational Plan

The purpose of this mobilization is to conduct high-visibility saturation patrols within the Enforcement Zones identified in the Operational Plan (Enforcement Zone) section of the grant for at least four days between the hours of 6p-6a, Monday-Sunday during the enforcement periods outlined in the sections below. Subgrantee must also perform pre-enforcement earned-media campaigns for each enforcement period.

	Pre-Media Campaign	Enforcement Period
	Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. The media events tell the public when, where, how and why impaired driving laws are being enforced.	Intensify enforcement through coordinated saturation patrols in an overtime STEP placing primary emphasis on increasing DWI arrests and reducing the number of alcohol related traffic crashes during peak holiday traffic.
Christmas/New Year's Wave	December 13, 2026- December 15, 2026	December 16, 2026- January 01, 2027
Spring Break Wave	March 09, 2027- March 11, 2027	March 12, 2027- March 28, 2027
Independence Day Wave	June 14, 2027- June 16, 2027	June 17, 2027- July 05, 2027
Labor Day Wave	August 08, 2027- August 10, 2027	August 11, 2027- September 07, 2027

Comments:

Please mark all of your proposed zones for this mobilization on a single STEP-IDM heat map and upload that map here. Click here to see an example. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 220 and rounding to the nearest whole number.

https://egrants.bts.txdot.gov/_Upload/1504020_346896-2027IDMHEAT.pdf

XAgency agrees to conduct the engagement activities associated with this project as described

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ENFORCEMENT ZONES

Zone Name	Zone 1
Zone Description	IH 2 from Mayberry to Shary Rd (east and west bound traffic), Shary Rd from IH to to 495 (griffin Parkway) , 495 (Griffin Parkway) from Shary Rd to Mayberry Rd. Mayberry Road From 495 (griffin Parkway to IH 2. Or within zone.
Zone Hours	6 PM to 6 AM during specified Mobilization Periods
Zone Detail Map	https://egrants.bts.txdot.gov/_Upload/1504023_341218-Zone1IDM.pdf
Additional Documentation	

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ENFORCEMENT ZONES

Zone Name	Zone 2
Zone Description	Conway from IH 2 to E 2 Mile Rd, E 2 Mile Rd from Conway to Inspiration, Inspiration from E 2 Mile Rd to IH2, IH 2 from Inspiration to Conway east and west bound traffic. Or within zone
Zone Hours	6 PM to 6 AM during specified Mobilization Periods
Zone Detail Map	https://egrants.bts.txdot.gov/_Upload/1504024_341218-ZOne2IDM.pdf
Additional Documentation	

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LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

STEP enforcement grants are focused on reducing crashes, and Impaired Driving Mobilization (IDM) enforcement grants specifically focus reducing fatal or serious-injury (KA) crashes where alcohol was involved (DUI). The blanks on this page represent the baseline number of KA crashes related to IDM enforcement efforts (DUI-KA), and the KA crash targets each agency hopes to achieve through IDM enforcement. The data entered on this page is the basis for the grant's enforcement performance measures. The Baseline KA crash data is provided by TxDOT using a 3-year rolling average of DUI-KA crashes as reported to TxDOT's Crash Reporting Information System (CRIS) database. The target should reflect a reduction against the Baseline KA Crash number in the top box. The target should be less than the number of Baseline KA crashes.

Baseline : Jurisdictional average annual DWI/DUI KA crashes 3

Target : Enforcement activities to reduce total DWI/DUI KA crashes to 2

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota. In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

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Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	$40,000.00	$1,825.00	$41,825.00
(200)	Fringe Benefits	$0	$5,400.00	$5,400.00
	Category I Sub-Total	$40,000.00	$7,225.00	$47,225.00
Category II - Other Direct Costs				
(300)	Travel	$0	$0	$0
(400)	Equipment	$0	$0	$0
(500)	Supplies	$0	$0	$0
(600)	Contractual Services	$0	$0	$0
(700)	Other Miscellaneous	$0	$0	$0
	Category II Sub-Total	$0	$0	$0
Total Direct Costs		$40,000.00	$7,225.00	$47,225.00
Category III - Indirect Costs				
(800)	Indirect Cost Rate	$0	$0	$0
Summary				
	Total Labor Costs	$40,000.00	$7,225.00	$47,225.00
	Total Direct Costs	$0	$0	$0
	Total Indirect Costs	$0	$0	$0
	Grand Total	$40,000.00	$7,225.00	$47,225.00
	Fund Sources (Percent Share)	84.70%	15.30%	

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

PI&E OBJECTIVE/PERFORMANCE MEASURE

X I agree to the below efforts with a public information and education (PI&E) program for each Enforcement Period.

a. Conduct a minimum of one (1) presentations

b. Conduct a minimum of two (2) media exposures (e.g. news conferences, news releases, and interviews)

c. Conduct a minimum of one (1) community events (e.g. health fairs, booths)

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

PRESENTED BY: Yenni Espinoza, Library Director

AGENDA ITEM: Discussion and Possible Action on matters related to the Authorization to execute the Second One-year Contract Renewal with MLG Protection Services for Security Guard Services / RFP No.: 25-002-10-23 - Espinoza

NATURE OF REQUEST:

The City of Mission entered into a contract with MLG Protection Services under RFP No. 25-002-10-23 for Security Guard Services. The term of the contract was for one (1) year with two (2) one-year renewal options. Security Guard Services are requested on an as-needed basis. This request exercises the second one-year renewal under this contract.

This renewal period will extend the contract from January 30, 2027, through January 29, 2028, with a 0% price increase.

BUGETED: Yes / No / N/A **FUND:** General **ACCT. #:** 01-464-94810

BUDGET: $ 19,300 **EST. COST:** $ **CURRENT BUDGET BALANCE:** $0

BID AMOUNT: $

STAFF RECOMMENDATION:

Approval

Departmental Approval: Purchasing, Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

2515-B E. Griffin Parkway
Mission, TX 78572
(956) 583-2004
mlgprotection@att.net

11/04/2026

City of Mission
Attention: Purchasing Director

As per our current contract (RFP # 25-002-10-23), MLG Protection Services will be extending our services to the City of Mission for a renewal period of one year to begin on January 30, 2027 and end on January 29th 2028 at the same rate. Our current rate with the City of Mission is $13.91 an hour per non-commissioned security guard (unarmed). We have enjoyed working with the great City of Mission, and look forward to another successful year. If you have any questions please feel free to contact us.

Thank you!

Armando Garza
President/Owner

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

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

AGENDA ITEM: Discussion and possible action on matters related to authorizing the Mayor to sign an Interlocal Agreement between the City of Mission and the United Irrigation District for a sewer line to be installed within a canal right-of-way for the proposed Monte Efrain Tierra Prometida Subdivision located along the North side of Fincher Street East of Los Ebanos Road, Engineer: Rio Delta Engineering – Cervantes

NATURE OF REQUEST:

The request is to allow the developer of the Monte Efrain Tierra Prometida Subdivision to install a 6-inch sanitary sewer service line to cross an existing 40-foot-wide United Irrigation District canal right-of-way located between Lot 23-3 and Lot 22-3 of the West Addition to Sharyland Subdivision.

The subdivision is for a church project.

The subdivision is being processed administratively.

STAFF RECOMMENDATION:

Approval.

Departmental Approval: Approval

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *JPT*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

Board of Directors
Jesus Garcia – President
Mike Helle – Vice President
Susan Kawamoto - Secretary
Bruce Sutton - Member
Javier Ledesma - Member

UNITED IRRIGATION DISTRICT
of Hidalgo County
P.O. Box 877, Mission, TX 78573
(956) 585-4818 Fax: (956) 585-9743

Juan Martinez,
General Manager

Utility License for 6" Sanitary Sewer Line Associated with Monte Efrain Tierra Prometida Subdivision

Licensee – City of Mission

This license is issued in accordance with the "United Irrigation District Utility License Guidelines and Fee Schedule" adopted by the Board of Directors on February 29, 2024, and attached hereto. Important items are spelled out below:

Application Fee:	$1,000
License Fee for 6" Sanitary Sewer Line:	$5,000
Survey Plat:	Plat showing description of a Sanitary sewer line crossing a 40' wide canal ROW between Lot 23-3 & Lot 22-3, West Addition to Sharyland Subdivision, Hidalgo County, Texas.
Construction Plans:	6" Sanitary Sewer Line Crossing sealed _____
Special Conditions:	Per Utility Guidelines and Fee Schedule Item (4): 6" sanitary sewer line shall be installed in an 14" diameter x 0.3125" Thick steel casing within the canal right-of-way.

Attachments to this License:

Application for Utility Crossing
Utility License Guidelines and Fee Schedule adopted February 29, 2024
Survey Plat dated 08/14/2026 and legal description dated 08/14/2026
Construction Plans

License Agreed to by:

City of Mission

_____
by, _____

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____, by _____.
(Date)

_____
NOTARY PUBLIC, STATE OF TEXAS

Approved by the Board of Directors of United Irrigation District at a Regular Meeting on _____, 202__.

_____ _____
Jesus Garcia, President Susan Kawamoto, Secretary

UNITED IRRIGATION DISTRICT
of Hidalgo County

UTILITY CROSSING APPLICATION

P.O BOX 877, MISSION, TX - 78573

Full Name: DARIO LOPEZ Date: _____

Address: 3003 JARILLA AVE
Street Address

HIDALGO TX 78567
City *State* *ZIP Code*

Phone: 956-212-1821 Email dlopezconstruction12@gmail.com

	YES	NO
Storm Drainage Pipeline/Box Culverts	☐	☒
Below ground electric lines	☐	☒
Telephone Lines	☐	☒
Natural gas distribution line	☐	☒
Petroleum gathering or transmission line	☐	☒
Storm Drainage Box Culverts	☐	☒
Wastewater lines (carrier pipe size; no additional casing fee)	☒	☐
Water lines (carrier pipe size; no additional casing fee)	☐	☒
Fiber optic lines less than 5 feet below District Facilities	☐	☒
Fiber optic lines more than 5 feet below District Facilities	☐	☒

	YES	NO
Application Fee ($1,000)	☒	☐

I certify that I have read the utility license guideline and fee schedule established by the District.

Signature: _____ Date: 8-7-2026

RIO DELTA ENGINEERING
CIVIL ENGINEERING • PROJECT MANAGEMENT • LAND DEVELOPMENT
TEXAS REGISTERED ENGINEERING FIRM F-7628
TEXAS LICENSED SURVEYING FIRM #10194027

September 23, 2026

United Irrigation District
P.O. Box 877
Mission, Texas 78573

RE: Monte Efrain Tierra Prometida Subdivision – 6-Inch Sanitary Sewer Service Line Crossing

To Whom It May Concern:

Applicant:
City of Mission

Engineer:
Rio Delta Engineering
921 S. 10th Avenue
Edinburg, Texas 78539

Narrative:
The proposed project includes the installation of a **6-inch sanitary sewer service line associated with the Monte Efrain Tierra Prometida Subdivision**.

The proposed 6-inch sanitary sewer service line will cross the existing **40-foot-wide United Irrigation District canal right-of-way located between Lot 23-3 and Lot 22-3 of the West Addition to Sharyland Subdivision, Hidalgo County, Texas**. The purpose of the proposed line is to provide sanitary sewer service to the proposed development.

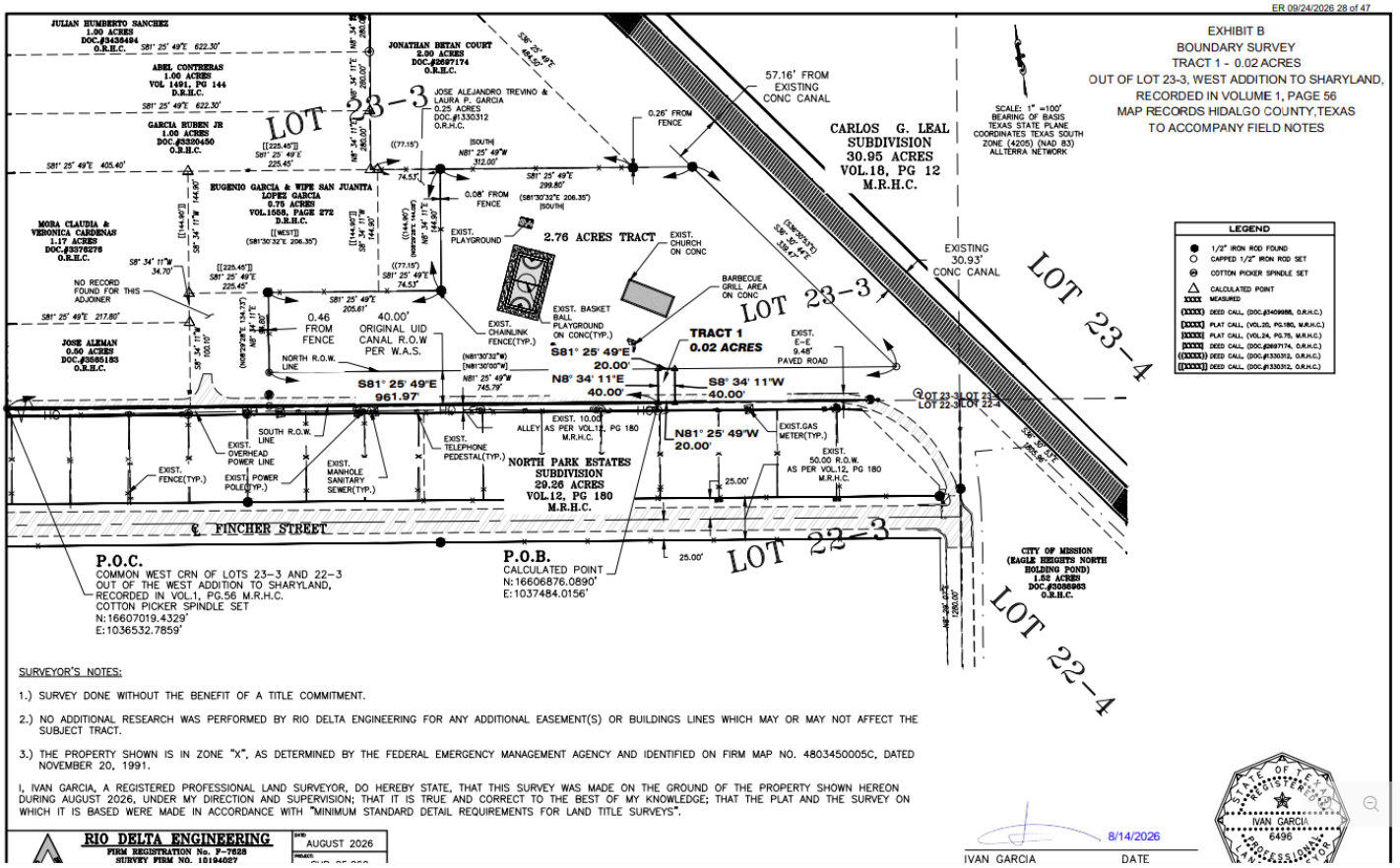
The location and configuration of the proposed sanitary sewer service line crossing are shown on the accompanying construction plans, plan and profile, and survey exhibit.

Please contact our office should any additional information be required.

Sincerely,

Ivan Garcia, P.E., R.P.L.S., C.F.M.
Principal

921 S. 10th Ave. • Edinburg, Texas 78539 • Phone: (956) 380-5152 • Fax: (956) 380-5083



SURVEYOR'S NOTES:

1.) SURVEY DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

2.) NO ADDITIONAL RESEARCH WAS PERFORMED BY RIO DELTA ENGINEERING FOR ANY ADDITIONAL EASEMENT(S) OR BUILDINGS LINES WHICH MAY OR MAY NOT AFFECT THE SUBJECT TRACT.

3.) THE PROPERTY SHOWN IS IN ZONE "X", AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON FIRM MAP NO. 4803450005C, DATED NOVEMBER 20, 1991.

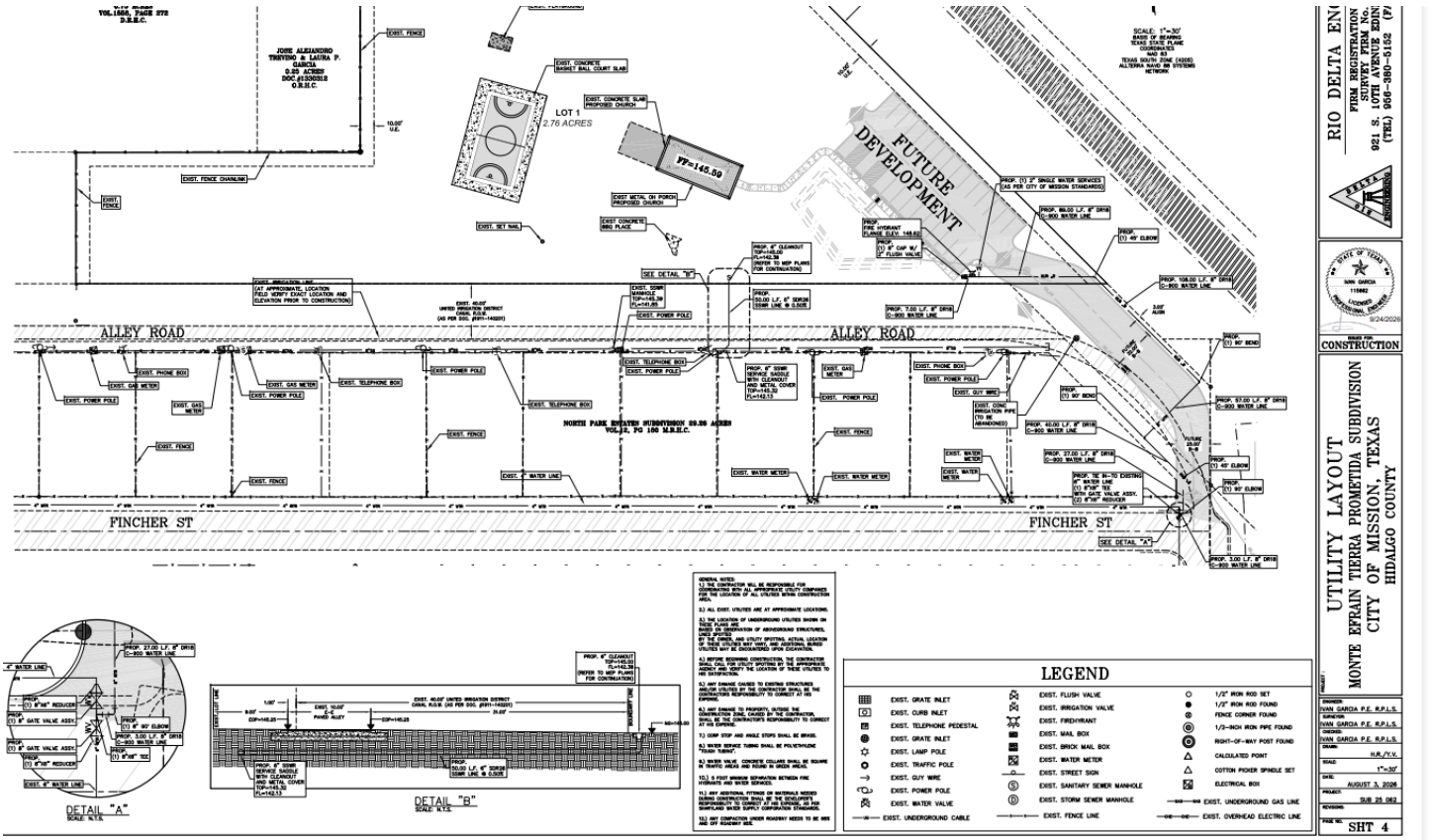
I, IVAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING AUGUST 2026, UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; THAT THE PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS".

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM NO. 10194027

DATE: AUGUST 2026

8/14/2026
IVAN GARCIA DATE

STATE OF TEXAS
REGISTERED
IVAN GARCIA
6496
PROFESSIONAL LAND SURVEYOR



RIO DELTA ENGINEERING
FIRM REGISTRATION No. 10184700
SURVEY FIRM No. LOCATED WITHIN ZONE (F)
921 S. LOOP 374 MISSION, TEXAS
(TEL) 956-580-5152

IVAN GARCIA
119842
LICENSED PROFESSIONAL ENGINEER
8/24/2026

CONSTRUCTION

UTILITY LAYOUT
MONTE EFRAIN TIERRA PROMETIDA SUBDIVISION
CITY OF MISSION, TEXAS
HIDALGO COUNTY

ENGINEER	IVAN GARCIA P.E. R.P.L.S.
SURVEYOR	IVAN GARCIA P.E. R.P.L.S.
CHECKED	
DRAWN	H.R./Y.V.
SCALE	1"=30'
DATE	AUGUST 3, 2026
PROJECT	SUB 25 062
REVISIONS	
PAGE NO.	SHT 4

EXHIBIT A
TRACT 1-0.02 ACRES
OUT OF LOT 23-3, WEST ADDITION TO SHARYLAND SUBDIVISION,
RECORDED IN VOLUME 1, PAGE 56
MAP RECORDS HIDALGO COUNTY, TEXAS
FILED NOTES

BEING A 0.02 ACRES TRACT OF LAND, BEING OUT OF LOT 23-3, WEST ADDITION TO SHARYLAND SUBDIVISION, RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS HIDALGO COUNTY, TEXAS, AND SAID 0.02 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS;

COMMENCING, AT A COTTON PICKER SPINDLE SET ON THE SOUTHWEST CORNER OF THE SAID LOT 23-3;

THENCE, S 81° 25' 49" E ALONG THE SOUTH LINE OF THE SAID LOT 23-3, SAME BEING ALONG THE SOUTH LINE OF A CALLED 40' WIDE ORIGINAL UNITED IRRIGATION DISTRICT CANAL RIGHT-OF-WAY (CLAIMED IN FEE) PER THE SAID WEST ADDITION OF SHARYLAND SUBDIVISION, A DISTANCE OF 981.97 FEET TO A CALCULATED POINT, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND **THE POINT OF BEGINNING;**

THENCE, N 08°34' 11" E ACROSS THE SAID LOT 23-3, SAME BEING ACROSS THE SAID 40' WIDE ORIGINAL UNITED IRRIGATION DISTRICT CANAL RIGHT-OF-WAY, TO A POINT ON THE NORTH LINE OF THE SAID 40' WIDE ORIGINAL UNITED IRRIGATION DISTRICT CANAL RIGHT-OF-WAY, A DISTANCE OF 40.00 FEET TO A CALCULATED POINT, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 81°25'49" E ACROSS THE SAID LOT 23-3, SAME BEING ALONG THE NORTH LINE OF THE SAID 40' WIDE ORIGINAL UNITED IRRIGATION DISTRICT CANAL RIGHT-OF-WAY, A DISTANCE OF 20.00 FEET TO A CALCULATED POINT, FOR THE NORTHEAST CORNER OF THE HERSIN DESCRIBED TRACT;

THENCE, S 08°34' 11" W ACROSS THE SAID LOT 23-3, SAME BEING ACROSS THE SAID 40' WIDE ORIGINAL UID CANAL RIGHT-OF-WAY, TO A POINT ON THE SOUTH LINE OF THE SAID LOT 23-3, AND SAME BEING A POINT ON THE SOUTH LINE OF THE SAID 40' WIDE ORIGINAL UNITED IRRIGATION DISTRICT CANAL RIGHT-OF-WAY, A DISTANCE OF 40.00 FEET TO A CALCULATED POINT, FOR SOUTHEAST CORNER OF THE HERSIN DESCRIBED TRACT;

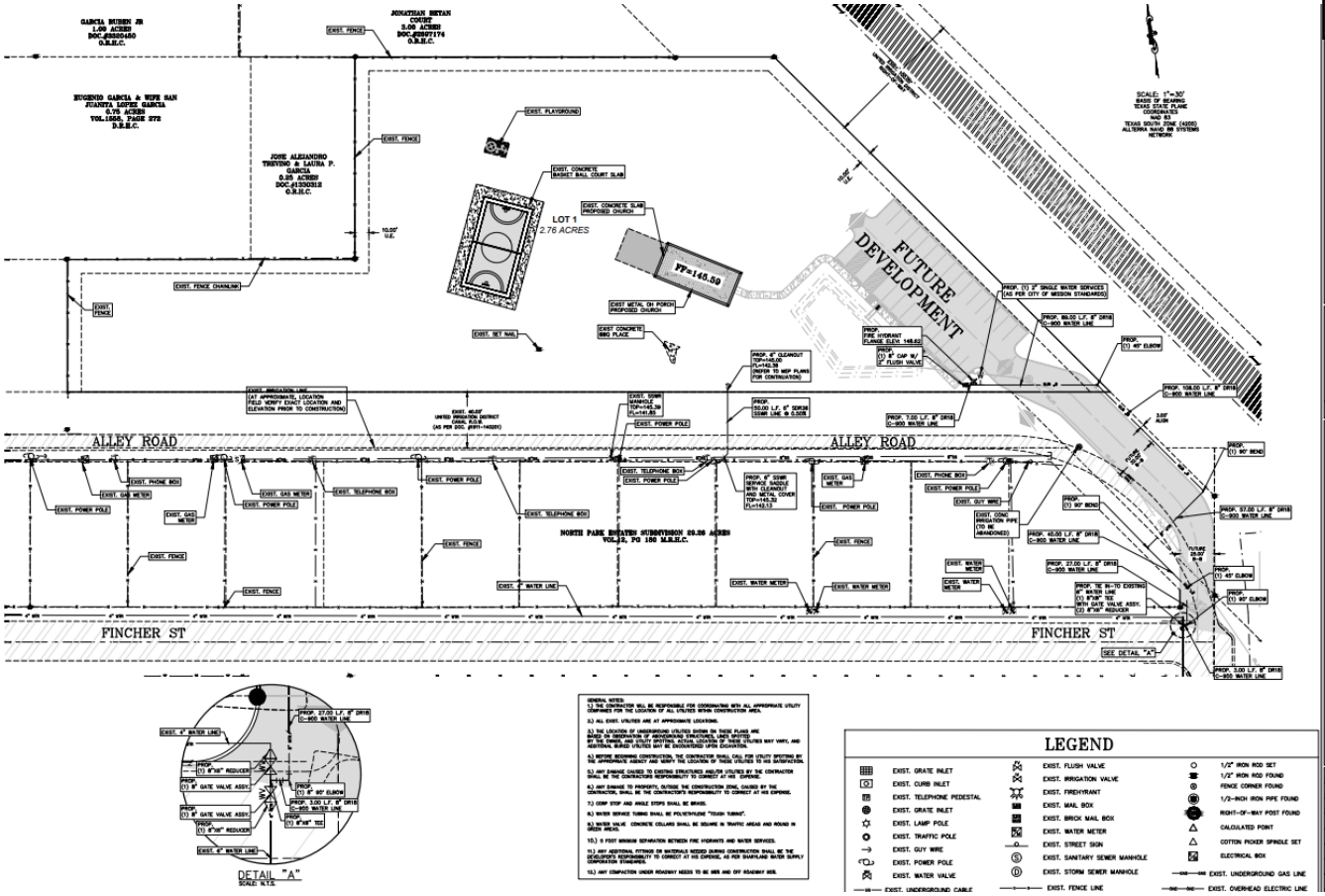
THENCE, N 81°25'49" W ALONG THE SOUTH LINE OF THE SAID LOT 23-3, SAME BEING ALONG THE SOUTH LINE OF THE SAID 40' WIDE CANAL ORIGINAL UNITED IRRIGATION DISTRICT CANAL RIGHT-OF-WAY, A DISTANCE OF 20.00 FEET TO **THE POINT AND PLACE OF BEGINNING, SAID TRACT OF LAND CONTAINING 0.02 ACRES, MORE OR LESS;**

I, IVAN GARCIA, CERTIFY THAT THE ABOVE FIELDNOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

8/14/2026

IVAN GARCIA DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6486
SURVEY FIRM NO. 101840-07
RIO DELTA ENGINEERING
821 S. 15th AVENUE
EDINBURG, TEXAS 78539





GENERAL NOTES:

1.) THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH ALL APPROPRIATE UTILITY COMPANIES FOR THE LOCATION OF ALL UTILITIES WITHIN CONSTRUCTION AREA.

2.) ALL EXIST. UTILITIES ARE AT APPROXIMATE LOCATIONS.

3.) THE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THESE PLANS ARE BASED ON OBSERVATION OF ABOVEGROUND STRUCTURES, LIGHT SPOTTED MARKINGS AND UTILITY COMPANY RECORDS. ADDITIONAL UNDERGROUND UTILITIES MAY EXIST, AND ADDITIONAL BURIED UTILITIES MAY BE ENCOUNTERED UPON EXCAVATION.

4.) BEFORE BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL CALL FOR UTILITY SPOTTING BY THE APPROPRIATE AGENCY AND VERIFY THE LOCATION OF THOSE UTILITIES TO HIS SATISFACTION.

5.) ANY DAMAGE CAUSED TO EXISTING STRUCTURES AND/OR UTILITIES BY THE CONTRACTOR SHALL BE THE CONTRACTORS RESPONSIBILITY TO CORRECT AT HIS EXPENSE.

6.) ANY DAMAGE TO PROPERTY, OUTSIDE THE CONSTRUCTION ZONE, CAUSED BY THE CONTRACTOR, SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CORRECT AT HIS EXPENSE.

7.) CORP STOP AND ANGLE STOPS SHALL BE BRASS.

8.) WATER SERVICE TUBING SHALL BE POLYETHYLENE "TOUGH TUBING".

9.) WATER VALVE CONCRETE COLLARS SHALL BE SQUARE IN TRAFFIC AREAS AND ROUND IN GRASS AREAS.

10.) 9 FOOT MINIMUM SEPARATION BETWEEN FIRE HYDRANTS AND WATER SERVICES.

11.) ANY ADDITIONAL FITTINGS OR MATERIALS NEEDED DURING CONSTRUCTION SHALL BE THE DEVELOPER'S RESPONSIBILITY TO CORRECT AT HIS EXPENSE, AS PER SHARYLAND WATER SUPPLY CORPORATION STANDARDS.

12.) ANY COMPACTION UNDER ROADWAY NEEDS TO BE 98% AND DRY ROADWAY 95%.

LEGEND

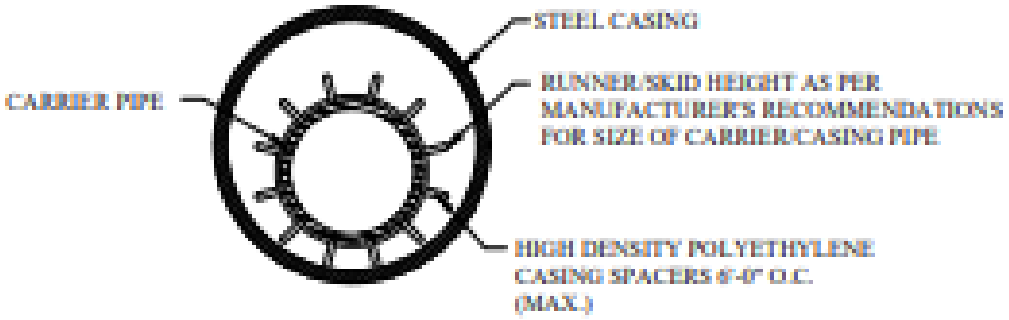
EXIST. GRATE INLET	EXIST. FLUSH VALVE	1/2" IRON ROD SET
EXIST. CURB INLET	EXIST. IRRIGATION VALVE	1/2" IRON ROD FOUND
EXIST. TELEPHONE PEDESTAL	EXIST. FIREHYRANT	FENCE CORNER FOUND
EXIST. GRATE INLET	EXIST. MAIL BOX	1/2-INCH IRON PIPE FOUND
EXIST. LAMP POLE	EXIST. BRICK MAIL BOX	RIGHT-OF-WAY POST FOUND
EXIST. TRAFFIC POLE	EXIST. WATER METER	CALCULATED POINT
EXIST. GUY WIRE	EXIST. STREET SIGN	COTTON PICKER SPINDLE SET
EXIST. POWER POLE	EXIST. SANITARY SEWER MANHOLE	ELECTRICAL BOX
EXIST. WATER VALVE	EXIST. STORM SEWER MANHOLE	EXIST. UNDERGROUND GAS LINE
EXIST. UNDERGROUND CABLE	EXIST. FENCE LINE	EXIST. OVERHEAD ELECTRIC LINE

RIO DELTA ENGIN
FIRM REGISTRATION No.
SURVEY FIRM No. 1018
921 S. 10TH AVENUE EDINBURG,
(TEL) 956-380-5152 (FAX) 95

ISSUED FOR:
CONSTRUCTION

UTILITY LAYOUT
MONTE EFRAIN TIERRA PROMETIDA SUBDIVISION
CITY OF MISSION, TEXAS
HIDALGO COUNTY

PROJECT:
ENGINEER: IVAN GARCIA P.E. R.P.L.S.
SURVEYOR: IVAN GARCIA P.E. R.P.L.S.
DRAWN: HJR./V.V.
CHECKED: IVAN GARCIA P.E. R.P.L.S.
SCALE: 1"=30'
DATE: AUGUST 3, 2026
PROJECT: SUB 25 062
REVISIONS:



BORING INSTALLATION		
CARRIER PIPE SIZE	PIPE CASING SIZE	MIN. WALL THICKNESS
6"	14"	0.3125"
8"	16"	0.3125"
10"	18"	0.3125"
12"	21"	0.3750"
14", 15"	24"	0.4375"
16"	26"	0.4375"
18"	30"	0.5000"
24"	36"	0.5625"
36"	48"	0.6250"

GENERAL NOTES:

1. ALL STEEL CASING SHALL BE WELDED.
2. STEEL CASING SHALL BE CLOSED AT EACH END USING USING SYNTHETIC RUBBER END SEALS.
3. CASING SPACERS SHALL BE USED TO INSTALL THE CARRIER PIPE INSIDE THE ENCASEMENT PIPE. CASING SPACERS SHALL FASTEN TIGHTLY ON THE CARRIER PIPE TO PREVENT RELATIVE MOVEMENT ON PIPE DURING INSTALLATION. CASING SPACERS SHALL BE DOUBLED ON EACH END OF THE ENCASEMENT.
4. PROJECTION TYPE CASING SPACERS SHALL BE CONSTRUCTED SECTIONS OF HIGH DENSITY POLYETHYLENE.
5. INSTALLATION AND SIZE OF SPACERS SHALL BE PER MANUFACTURER'S RECOMMENDATIONS.

UTILITY LINE BORE DETAIL

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

PRESENTED BY: Michael Elizalde, Director of Grants & Strategic Development

AGENDA ITEM: Discussion and possible action on matters related to authorizing the acceptance of a grant award from the Office of the Governor (OOG) for the FY27 General Victim Assistance Grant Program in the amount of $48,000 with a 20% in-kind match requirement - Elizalde

NATURE OF REQUEST:

The Mission Police Department is seeking approval to accept a $48,000 grant award from the Office of the Governor (OOG) for the FY27 General Victim Assistance Grant Program. The funding will support the department's Victim Assistance Program by providing essential assistance to victims, including emergency clothing, shelter, food, minor home repairs, and other supportive services. The grant requires a 20% match, which will be fulfilled through in-kind contributions of an intern.

BUGETED: Yes **FUND:** Designated Purpose **ACCT. #:** 15-300-33439

BUDGET: $50,000 **EST. COST:** $48,000 **CURRENT BUDGET BALANCE:** $50,000

BUGETED: Yes **FUND:** Designated Purpose **ACCT. #:** 15-439-94675

BUDGET: $50,000 **EST. COST:** $48,000 **CURRENT BUDGET BALANCE:** $50,000

BID AMOUNT: $ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE: APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4831103	**Award Amount:**	$48,000.00
Date Awarded:	10/21/2026	**Grantee Cash Match:**	$0.00
Grant Period:	10/01/2026 - 09/30/2027	**Grantee In Kind Match:**	$13,250.00
Liquidation Date:	12/29/2027	**Grantee GPI:**	$0.00
Program Fund:	VA-Victims of Crime Act Formula Grant Program	**Total Project Cost:**	$61,250.00
Grantee Name:	Mission, City of		
Project Title:	Victim's Assistance Services		
Grant Manager:	Cielito Apolinar		
Unique Entity Identifier (UEI):	N5ELUNS44TE1		

CFDA:	16.575 - Victims of Crime Act Formula Grant Program
Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime
Federal Award Date:	9/17/2026
Federal/State Award ID Number:	15POVC-26-GG-00248-ASSI
Total Federal Award/State Funds Appropriated:	$116,673,915.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the State to local community-based organizations that provide direct services to crime victims

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

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

AGENDA ITEM: Discussion and possible action on matters related to the authorization to enter into an Agreement between the City of Mission and Allheart Church, Pastor Eli Sanchez, regarding sewer service for the proposed Allheart Church Subdivision, being a 15.416-acre tract of land, out of Lot 315, John H. Shary Subdivision, located along the East side of Shary Road approximately 1,500 feet South of Mile 3 Road – Cervantes

NATURE OF REQUEST:

The 3-lot subdivision is located within the City of Palmhurst but within Mission's CCN for sanitary sewer. The agreement is required by the Hidalgo County Planning Department to allow the plat to get recorded. The property will connect to the City of Mission's sewer main line along Shary Road. The proposed subdivision is made up of three (3) lots with frontage on Shary Road that will be developed for church purposes.

The infrastructure was completed and approved, and all the fees have been paid by the developer. The subdivision was processed administratively.

The water for the subdivision will be provided by the Sharyland Water Supply Corporation (SWSC). The monthly sewer fees will be collected by the SWSC as per a 2001 agreement between the City and SWSC.

Additional language was added to the standard agreement (shown in bold). The language states that the City of Palmhurst agrees not to issue any building permits unless approved by the City of Mission first. This will ensure that the City of Mission Authorization for Billing of Sewer Services form is filled and signed by the property owner.

STAFF RECOMMENDATION:

Approval.

Departmental Approval: Approval

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *JPT*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

AGREEMENT REGARDING SANITARY SEWER SERVICE FOR THE PROPOSED ALLHEART CHURCH SUBDIVISION

PARTIES

This Agreement is made by and between City of Mission, a municipal corporation (the **"City"**), and The First Mexican Baptist Church of Mission, Eli Sanchez, Pastor (the **"Subdivider"**), who is the owner of, or the duly authorized agent of the owner of, a tract of land located in Hidalgo County, Texas, proposed to be divided into a subdivision (the **"Subdivision"**), to be known as **Allheart Church Subdivision**.

TERMS

This Agreement is entered into in partial satisfaction of the requirements of the City of Mission. The Subdivider has prepared a plat of the Subdivision for submission to the appropriate reviewing authority for approval. The Subdivider proposes to construct a sanitary sewer system for the Subdivision that will be connected to the City of Mission sanitary sewer line system.

The City of Mission warrants that necessary arrangements have been made to supply and maintain the public portion of the anticipated sanitary sewer services to the Subdivision for a period of at least thirty (30) years. The City of Mission further covenants that it has, or will have, sufficient capacity to provide the anticipated sanitary sewer services and that it will provide such services. These covenants shall remain in effect until thirty (30) years after the plat of the Subdivision has been recorded and the Subdivision's sanitary sewer system has been connected to the City of Mission sanitary sewer line system.

The Subdivider covenants that the sanitary sewer line system shall be constructed in accordance with the approved plans and specifications and as provided through the plat-approval process, so that residents of the Subdivision may make use of sanitary sewer services provided by the City of Mission. Upon completion of the sanitary sewer line system, and upon approval and acceptance by the City of Mission, the Subdivider shall convey to the City of Mission all right, title, and interest in and to the sanitary sewer line system.

The Subdivider has paid to the City of Mission the sum of **$6,367.12,** which represents the total fees associated with connecting the individual lot(s) within the Subdivision to the City of Mission sanitary sewer line system.

Notwithstanding the foregoing provisions, this Agreement shall be null and void and of no further force or effect if the plat of the Subdivision is not approved by the County and/or by any municipality whose approval is required.

The City of Palmhurst agrees not to issue building permits in this subdivision until the City of Mission sends an approval in writing to ensure that the City of Mission, Texas Authorization for billing of Sewer Services form has been properly filled and signed by the property owner.

By executing this Agreement, the undersigned represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the respective party.

EFFECTIVE DATE

This Agreement shall become effective on **October 13, 2026.**

SIGNATURES

CITY OF MISSION

By: _____

Name: _____

Title: _____

Date: _____

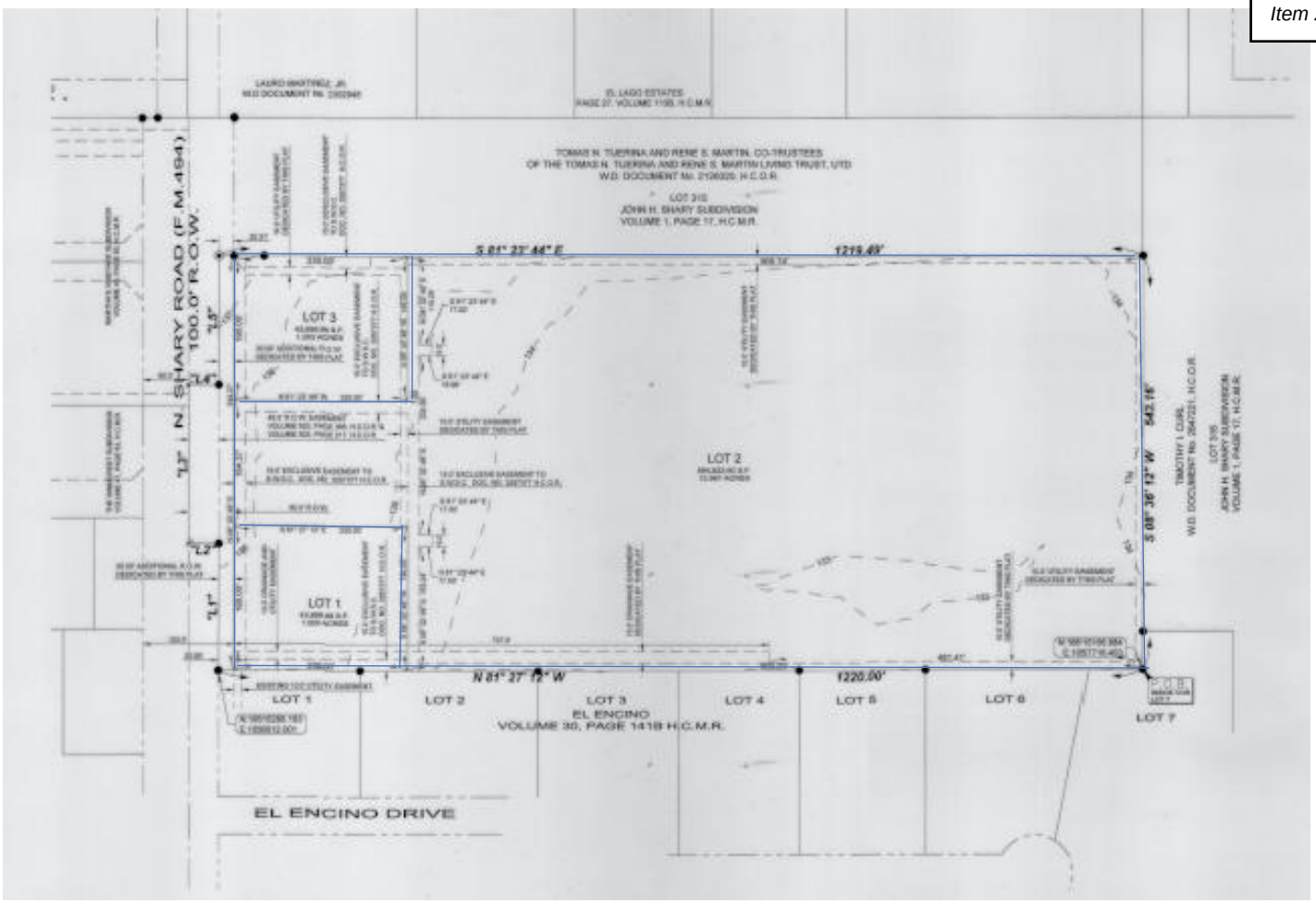
SUBDIVIDER –

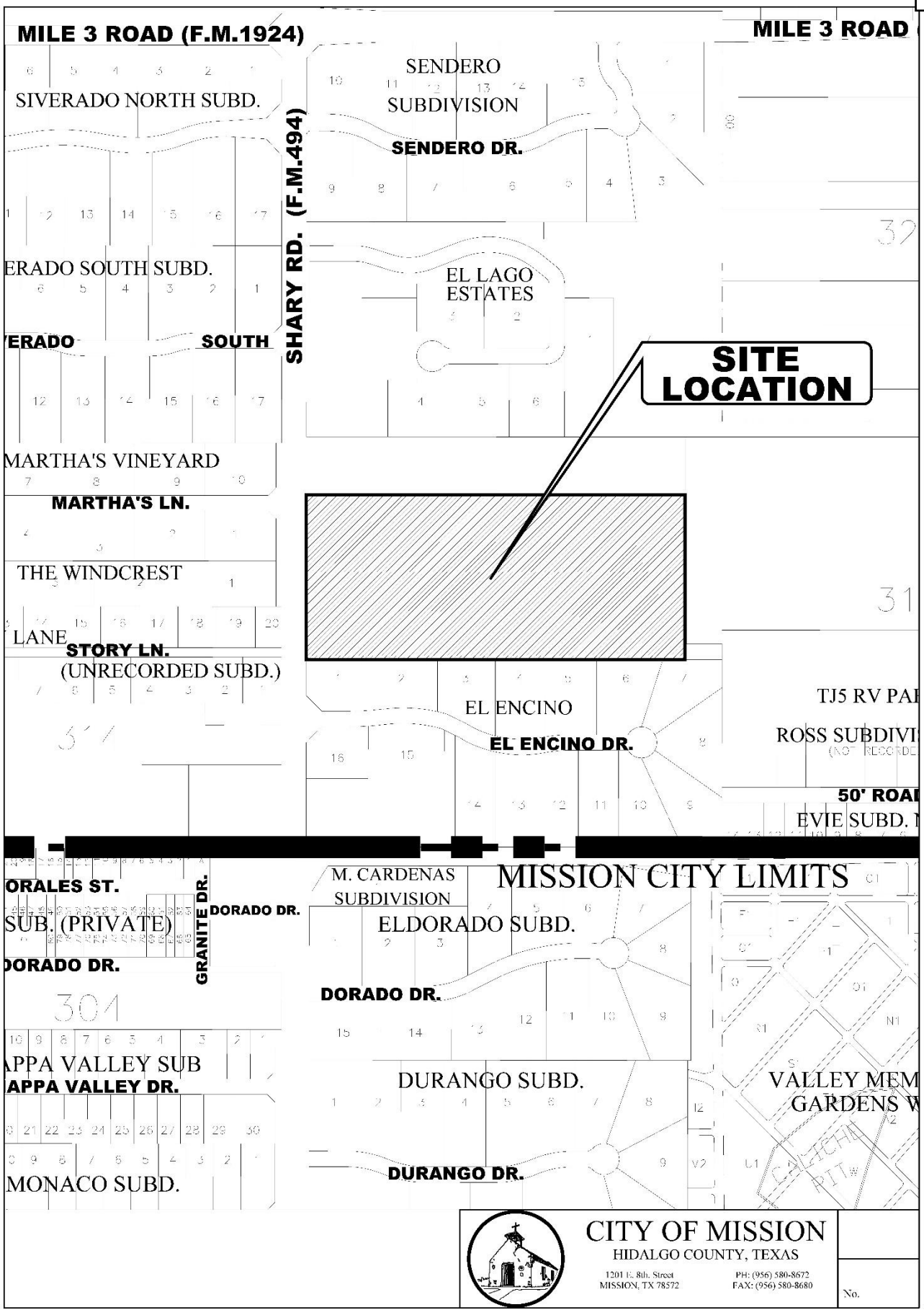
By: The First Mexican Baptist Church of Mission,

Name: Eli Sanchez

Title: Pastor

Date: _____


SHARY ROAD (F.M.484)
100.0' R.O.W.
S 01° 23' 44" E
1219.49'
S 88° 36' 12" W
542.16'
N 01° 27' 12" W
1220.00'
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 2
EL ENCINO
VOLUME 30, PAGE 141B H.C.M.R.
EL ENCINO DRIVE


MILE 3 ROAD (F.M.1924)
MILE 3 ROAD
SIVERADO NORTH SUBD.
SENDERO
SUBDIVISION
SENDERO DR.
SHARY RD. (F.M.494)
ERADO SOUTH SUBD.
EL LAGO
ESTATES
SITE
LOCATION
MARTHA'S VINEYARD
MARTHA'S LN.
THE WINDCREST
LANE
STORY LN.
(UNRECORDED SUBD.)
EL ENCINO
EL ENCINO DR.
TJ5 RV PA
ROSS SUBDIVI
50' ROA
EVIE SUBD.
MISSION CITY LIMITS
ORALES ST.
SUB. (PRIVATE)
DORADO DR.
GRANITE DR.
M. CARDENAS
SUBDIVISION
ELDORADO SUBD.
DORADO DR.
PPA VALLEY SUB
APPA VALLEY DR.
DURANGO SUBD.
VALLEY MEM
GARDENS W
MONACO SUBD.
DURANGO DR.
CITY OF MISSION
HIDALGO COUNTY, TEXAS
1201 E. 8th. Street
MISSION, TX 78572
PH: (956) 580-8672
FAX: (956) 580-8680
No.

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

PRESENTED BY: Michael Elizalde, Director of Grants & Strategic Development

AGENDA ITEM: Discussion and possible action on matters related to authorizing the acceptance of a supplemental grant award from the Office of the Governor (OOG) for the FY25 Operation Stonegarden (OPSG) Grant Program in the amount of $275,000 with no match requirement -Elizalde

NATURE OF REQUEST:

The Mission Police Department is seeking approval to accept a supplemental grant award in the amount of $275,000 under the FY25 Operation Stonegarden (OPSG) Grant Program, administered through the Office of the Governor (OOG). The supplemental funding will support the department's ongoing border security operations by providing additional resources for law enforcement activities, including personnel overtime and operational expenses associated with enhancing border security and public safety. The award does not require a match.

BUGETED: Yes **FUND:** Designated Purpose **ACCT. #:** 15-300-33495

BUDGET: $300,000 **EST. COST:** $275,000 **CURRENT BUDGET BALANCE:** $300,000

BUGETED: Yes **FUND:** Designated Purpose **ACCT. #:** 15-495-????

BUDGET: $300,000 **EST. COST:** $275,000 **CURRENT BUDGET BALANCE:** $300,000

BID AMOUNT: $

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE: APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

PRESENTED BY: Michael Elizalde, Director of Grants & Strategic Development

AGENDA ITEM: Discussion and possible action on matters related to the authorization of staff to negotiate and enter into an agreement with Grantworks, Inc. for Grant Administration Services pertaining to the Texas General Land Office Disaster Recovery Reallocation Program under RFP No. 27-001-10-26 - Elizalde

NATURE OF REQUEST:

City Council previously authorized staff to solicit proposals for Grant Administration Services pertaining to the grant award under the Texas General Land Office Disaster Recovery Reallocation Program. A total of five (5) proposals were received under RFP No. 27-001-10-26, of which one (1) was determined to be non-responsive due to late submission. The remaining four (4) proposals were reviewed, evaluated, and ranked by an evaluation committee appointed for this purpose. Based on the committee's evaluation, Grantworks, Inc. was identified as the highest-ranked firm. Staff is requesting authorization to negotiate the cost of services with Grantworks, Inc., as permitted under the RFP, and subsequently enter into an agreement for the proposed services, subject to successful negotiations and applicable grant requirements.

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

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

BID AMOUNT: $ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

PROPOSAL NAME/NUMBER: 27-001-10-26 / Grant Administration Services - Texas General Land Office Disaster Recovery Reallocation Program

OPEN DATE: Octoboer 26, 2026 2:00 PM CST

Firm	Average Evaluation Score
Grantworks, Inc.	94.0
Jimenez Engineering Solutions, LLC. Dba International Consulting Engineers (ICE)	92.0
Colliers Engineering & Design, Inc.	87.0
Institue of Technology, Engineering & Applied Management dba ITEAM-TX	79.0

PROPOSAL NAME/NUMBER: 27-001-10-26 / Grant Administration Services - Texas General Land Office Disaster Recovery Reallocation Program

OPEN DATE: Octoboer 26, 2026 2:00 PM CST

Evaluator	Michael Elizalde		Monica Gonzalez		Edgar Gonzalez		
	Evaluator #1		Evaluator #2		Evaluator #3		
Proposer	Rating	Points	Rating	Points	Rating	Points	Average
Grantworks, Inc. 2201 Northland Drive Austin, TX 78756	Acceptable		Acceptable		Acceptable		
Sec. 1. Statement of Organization (10 Total Maximum Points)	Acceptable	10	Acceptable	10	Acceptable	10	
Sec. 2. Experience and Work Performance (50 Total Maximum Points)	Acceptable	47	Acceptable	47	Acceptable	50	
Sec. 3. Capacity to Perform (20 Maximum Points)	Acceptable	20	Acceptable	20	Acceptable	18	
Sec. 4. Pricing & Fees (20 Total Maximum Points)	Acceptable	17	Acceptable	18	Acceptable	16	
Final Determination of Review	Acceptable	94	Acceptable	95		94	94

Notes:

Strengths: (EV1) *Firm provided a lot of experience working with similar programs and local government of equal size and proximity to our region.; Clear identification and structure of pricing and fees.* **(EV2) (EV3)**

Weaknesses:

Comments: (EV1) (EV2) (EV3)

Jimenez Engineering Solutions, LLC. Dba International Consulting Engineers (ICE) 4201 Rio Grande Care Rd. Edinburg, TX 78541	Acceptable		Acceptable		Acceptable		Average
Sec. 1. Statement of Organization (10 Total Maximum Points)	Acceptable	10	Acceptable	10	Acceptable	10	
Sec. 2. Experience and Work Performance (50 Total Maximum Points)	Acceptable	45	Acceptable	47	Acceptable	48	
Sec. 3. Capacity to Perform (20 Maximum Points)	Acceptable	17	Acceptable	17	Acceptable	20	
Sec. 4. Pricing & Fees (20 Total Maximum Points)	Acceptable	18	Acceptable	17	Acceptable	18	
Final Determination of Review	Acceptable	90	Acceptable	91	Acceptable	96	92

Notes:

Strengths: (EV1) *Similar work experience provided to support ability to perform the city's project;* The firm is well established with experienced staff.; *Clearly identifies fees within program cap.* **(EV2) (EV3)**

Weaknesses: (EV1) (EV2)

Comments: (EV1) (EV2) (EV3)

PROPOSAL NAME/NUMBER: 27-001-10-26 / Grant Administration Services - Texas General Land Office Disaster Recovery Reallocation Program

OPEN DATE: Octoboer 26, 2026 2:00 PM CST

Evaluator	Michael Elizalde		Monica Gonzalez		Edgar Gonzalez		
	Evaluator #1		Evaluator #2		Evaluator #3		
Proposer	Rating	Points	Rating	Points	Rating	Points	Average
							Average
Colliers Engineering & Design, Inc. 3421 Paesanos Pkwy San Antonio, TX 78231	Acceptable		Acceptable		Acceptable		
Sec. 1. Statement of Organization (10 Total Maximum Points)	Acceptable	10	Acceptable	10	Acceptable	10	
Sec. 2. Experience and Work Performance (50 Total Maximum Points)	Acceptable	40	Acceptable	40	Acceptable	46	
Sec. 3. Capacity to Perform (20 Maximum Points)	Acceptable	16	Acceptable	18	Acceptable	18	
Sec. 4. Pricing & Fees (20 Total Maximum Points)	Acceptable	18	Acceptable	18	Acceptable	18	
Final Determination of Review	Acceptable	84	Acceptable	86	Acceptable	92	87

Notes:

Strengths: (EV1) *The firm has a great amount of experience working on related programs; Clear pricing and conforming within program caps.* **(EV2) (EV3)**

Weaknesses: (EV1) (EV2)

Comments: (EV1) *Although similar local government sizes, no references to work in Rio Grande Valley area.;* **(EV2) (EV3)**

							Average
Institue of Technology, Engineering & Applied Management dba ITEAM-TX 3722 Frontier Dr. Edinburg, TX 78539	Acceptable		Acceptable		Acceptable		
Sec. 1. Statement of Organization (10 Total Maximum Points)	Acceptable	10	Acceptable	10	Acceptable	6	
Sec. 2. Experience and Work Performance (50 Total Maximum Points)	Acceptable	35	Acceptable	37	Acceptable	46	
Sec. 3. Capacity to Perform (20 Maximum Points)	Acceptable	12	Acceptable	14	Acceptable	16	
Sec. 4. Pricing & Fees (20 Total Maximum Points)	Acceptable	15	Acceptable	16	Acceptable	20	
Final Determination of Review	Acceptable	72	Acceptable	77	Acceptable	88	79

Notes:

Strengths: (EV1) Local presence.; Fee structure clearly outlined within program cap **(EV2) (EV3)**

Weaknesses: (EV1) Small team. Unsure of its capacity to perform the strict deadlines and tasks required by the program. **(EV2)** *Newly established organization with limited relevant experience.;* Limited staffing raises concern about the ability to meet program deadlines and requirments.;

Comments: (EV2) (EV3)

PROPOSAL NAME/NUMBER: 27-001-10-26 / Grant Administration Services - Texas General Land Office Disaster Recovery Reallocation Program

OPEN DATE: Octoboer 26, 2026 2:00 PM CST

Evaluator							
	Evaluator #1		Evaluator #2		Evaluator #3		
Proposer	Rating	Points	Rating	Points	Rating	Points	Average
Grantworks, Inc. 2201 Northland Drive Austin, TX 78756	Acceptable		Acceptable		Acceptable		
Sec. 1. Statement of Organization (10 Total Maximum Points)	Acceptable	10	Acceptable	10	Acceptable	10	
Sec. 2. Experience and Work Performance (50 Total Maximum Points)	Acceptable	47	Acceptable	47	Acceptable	50	
Sec. 3. Capacity to Perform (20 Maximum Points)	Acceptable	20	Acceptable	20	Acceptable	18	
Sec. 4. Pricing & Fees (20 Total Maximum Points)	Acceptable	17	Acceptable	18	Acceptable	16	
Final Determination of Review	Acceptable	94	Acceptable	95		94	94

Notes:

Strengths: (EV1) *Firm provided a lot of experience working with similar programs and local government of equal size and proximity to our region.; Clear identification and structure of pricing and fees.* **(EV2) (EV3)**

Weaknesses:

Comments: (EV1) (EV2) (EV3)

							Average
Jimenez Engineering Solutions, LLC. Dba International Consulting Engineers (ICE) 4201 Rio Grande Care Rd. Edinburg, TX 78541	Acceptable		Acceptable		Acceptable		
Sec. 1. Statement of Organization (10 Total Maximum Points)	Acceptable	10	Acceptable	10	Acceptable	10	
Sec. 2. Experience and Work Performance (50 Total Maximum Points)	Acceptable	45	Acceptable	47	Acceptable	48	
Sec. 3. Capacity to Perform (20 Maximum Points)	Acceptable	17	Acceptable	17	Acceptable	20	
Sec. 4. Pricing & Fees (20 Total Maximum Points)	Acceptable	18	Acceptable	17	Acceptable	18	
Final Determination of Review	Acceptable	90	Acceptable	91	Acceptable	96	92

Notes:

Strengths: (EV1) *Similar work experience provided to support ability to perform the city's project;* The firm is well established with experienced staff.; *Clearly identifies fees within program cap.* **(EV2) (EV3)**

Weaknesses: (EV1) (EV2)

Comments: (EV1) (EV2) (EV3)

PROPOSAL NAME/NUMBER: 27-001-10-26 / Grant Administration Services - Texas General Land Office Disaster Recovery Reallocation Program

OPEN DATE: Octoboer 26, 2026 2:00 PM CST

Evaluator							
	Evaluator #1		Evaluator #2		Evaluator #3		
Proposer	Rating	Points	Rating	Points	Rating	Points	Average
							Average
Colliers Engineering & Design, Inc. 3421 Paesanos Pkwy San Antonio, TX 78231	Acceptable		Acceptable		Acceptable		
Sec. 1. Statement of Organization (10 Total Maximum Points)	Acceptable	10	Acceptable	10	Acceptable	10	
Sec. 2. Experience and Work Performance (50 Total Maximum Points)	Acceptable	40	Acceptable	40	Acceptable	46	
Sec. 3. Capacity to Perform (20 Maximum Points)	Acceptable	16	Acceptable	18	Acceptable	18	
Sec. 4. Pricing & Fees (20 Total Maximum Points)	Acceptable	18	Acceptable	18	Acceptable	18	
Final Determination of Review	Acceptable	84	Acceptable	86	Acceptable	92	87

Notes:

Strengths: (EV1) *The firm has a great amount of experience working on related programs; Clear pricing and conforming within program caps.* **(EV2) (EV3)**

Weaknesses: (EV1) (EV2)

Comments: (EV1) *Although similar local government sizes, no references to work in Rio Grande Valley area.;* **(EV2) (EV3)**

							Average
Institue of Technology, Engineering & Applied Management dba ITEAM-TX 3722 Frontier Dr. Edinburg, TX 78539	Acceptable		Acceptable		Acceptable		
Sec. 1. Statement of Organization (10 Total Maximum Points)	Acceptable	10	Acceptable	10	Acceptable	6	
Sec. 2. Experience and Work Performance (50 Total Maximum Points)	Acceptable	35	Acceptable	37	Acceptable	46	
Sec. 3. Capacity to Perform (20 Maximum Points)	Acceptable	12	Acceptable	14	Acceptable	16	
Sec. 4. Pricing & Fees (20 Total Maximum Points)	Acceptable	15	Acceptable	16	Acceptable	20	
Final Determination of Review	Acceptable	72	Acceptable	77	Acceptable	88	79

Notes:

Strengths: (EV1) Local presence.; Fee structure clearly outlined within program cap **(EV2) (EV3)**

Weaknesses: (EV1) Small team. Unsure of its capacity to perform the strict deadlines and tasks required by the program. **(EV2)** *Newly established organization with limited relevant experience.;* Limited staffing raises concern about the ability to meet program deadlines and requirments.;

Comments: (EV2) (EV3)

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

PRESENTED BY: Michael Elizalde, Director of Grants & Strategic Development

AGENDA ITEM: Discussion and possible action on matters related to the selection and award of Municipal Aggregated Electrical Supply and Electric Related Services firm pertaining to RFP No. 26-638-09-23, including authorization to negotiate final electricity pricing, contract terms and execute an agreement with the selected firm for a term approved – Elizalde

NATURE OF REQUEST:

City Council previously authorized the solicitation of proposals for Municipal Aggregated Electrical Supply and Electric Related Services. Following the rejection of proposals received under the previous solicitation, the City re-advertised under RFP No. 26-638-09-23 and received four (4) responsive proposals.

The proposals were reviewed and scored by an evaluation committee in accordance with the established RFP evaluation criteria. TXU Energy received the highest overall evaluation score among the four respondents and is recommended by staff for award. The three (3) highest-ranked firms were invited to provide oral presentations to the Mayor and City Council during the November 9, 2026 workshop.

Staff is requesting City Council consideration of the evaluation results, staff's recommendation, and oral presentations to determine the firm that best meets the City's needs. Authorization is also requested to negotiate final electricity pricing, contract terms and subsequently execute an agreement with the selected firm for the period approved by City Council.

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

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

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

PROPOSAL NAME/NUMBER: 26-638-09-23 / Municipal Aggregated Electrical Supply and Electric Related Services

OPEN DATE: September 23, 2026 2:00 PM CST

Firm	Average Evaluation Score
TXU Energy	92.0
Texas Coalition for Affordable Power	81.0
Valiant Energy Sources, LLC.	81.0
Sark Energy, LLC.	69.0

PROPOSAL NAME/NUMBER: 26-638-09-23 / Municipal Aggregated Electrical Supply and Electric Related Services

OPEN DATE: September 23, 2026 2:00 PM CST

Evaluator	Evaluator #1		Evaluator #2		Evaluator #3		
Proposer	Rating	Points	Rating	Points	Rating	Points	Average
TXU Energy 6555 Sierra Dr. Irving, TX 75039	Acceptable		Acceptable		Acceptable		
Sec. 1. Statement of Organization (05 Total Maximum Points)	Acceptable	5	Acceptable	5	Acceptable	5	
Sec. 2. Experience and Performance History (25 Total Maximum Points)	Acceptable	24	Acceptable	25	Acceptable	25	
Sec. 3. Customer Service (10 Maximum Points)	Acceptable	10	Acceptable	9	Acceptable	10	
Sec. 4. Pricing & Fees (20 Total Maximum Points)	Acceptable	54	Acceptable	59	May be made acceptable	45	
Final Determination of Review	Acceptable	93	Acceptable	98	Acceptable	85	92

Notes:

Strengths: (EV1) Clear understanding of organizational structure.; *Extensive experience providing electrical supply services.;* Comprehensive account management, billing support and online account tools available.; *Pricing components and included charges are clearly identified.* **(EV2)** Dealing directly w/provider, no broker fees; *Pricing involves no broker fees.* **(EV3)** Large company with ample corporate level resources and dedicated customer service representatives, indicating strong capacity to support operational needs.; *Renewable energy initiative, Greenback program. Very large company Strong Financially;* Online portal to assist with Billing, Emergency contact services, Chat, etc.;

Weaknesses: (EV1) *Certain contractual provisions may permit adjustments to charges.* **(EV2) (EV4)**

Comments: (EV1) *May need clarification of circumstances which regulatory or usage changes may affect contracted pricing.* **(EV2) (EV3)** *The supplier pricing is not competitive at this time; however, if the venfor is able to reduce pricing to align with the lowest responsive bidder, they could be considered as acceptable source.;*

							Average
Texas Coallition for Affordable Power P.O. Box 5 Addison, TX 75001	Acceptable		Acceptable		***Potentially Acceptable***		
Sec. 1. Statement of Organization (05 Total Maximum Points)	Acceptable	5	Acceptable	5	*May be made Acceptable*	3	
Sec. 2. Experience and Performance History (25 Total Maximum Points)	Acceptable	24	Acceptable	25	Acceptable	25	
Sec. 3. Customer Service (10 Maximum Points)	Acceptable	10	Acceptable	5	***Not Acceptable***	5	
Sec. 4. Pricing and Fees (60 Maximum Points)	Acceptable	53	Acceptable	32	Acceptable	50	
Final Determination of Review	Acceptable	92	Acceptable	67	*May be made Acceptable*	83	81

Notes:

Strengths: (EV1) Established nonprofit political subdivision corporation serving governmental entities.; *Extensive Texas local-government experience and comparable municipal references.;* Established account/billing support, and member services.; *Competitive pricing structure, reflecting TCAP's strategic hedging program and includes identified energy-related components.* **(EV2)** **(EV3)** The potential provider list the names of it's board of directors, their affiliation and addresses, supporting transparency regarding corporate leadership and structure.; *The provider has a well established history in the energy sector with 25 years experience. In addition the company services four municipalities within our local region.;*

PROPOSAL NAME/NUMBER: 26-638-09-23 / Municipal Aggregated Electrical Supply and Electric Related Services

OPEN DATE: September 23, 2026 2:00 PM CST

Evaluator							
	Evaluator #1		Evaluator #2		Evaluator #3		
Proposer	Rating	Points	Rating	Points	Rating	Points	Average

Weaknesses: (EV1) (EV2) (EV3) The submission does not include off hours or emergency contacts information in the event of a service interruption. This may impact the City's ability to obtain timely assistance during outages or emergencies. Questions on the dedicated 1-800 number for our account include off hours.; *Very small and concerns over the fact that their information only list 1.5 employees who are currently employed.;* The potential provider does not provide off-hours or emergency contact information which raises concerns about responsiveness during service iterruptions.;

Comments: (EV2) (EV3) Additional Clarification or documentation regarding emergency communication protocols would be necessary. Questions on dedicated 1-800 phone number.; *The potential supplier provides competitive pricing and has submitted all required materials compliant with the RFP requirements with this exception of the D&B rating.*

Valiant Energy Sources, LLC. 1808 W. Mozelle St. Pharr, TX 78577	Acceptable		Acceptable		***Potentially Acceptable***		Average
Sec. 1. Statement of Organization (05 Total Maximum Points)	Acceptable	5	Acceptable	5	Acceptable	5	
Sec. 2. Experience and Performance History (25 Total Maximum Points)	Acceptable	22	Acceptable	25	Acceptable	25	
Sec. 3. Customer Service (10 Maximum Points)	Acceptable	9	Acceptable	5	*May be made Acceptable*	6	
Sec. 4. Pricing and Fees (60 Maximum Points)	Acceptable	56	Acceptable	30	*May be made Acceptable*	50	
Final Determination of Review	Acceptable	92	Acceptable	65	Acceptable	86	81

Notes:

Strengths: (EV1) Acceptable organizational structure. Clearly identify as a broker/consultant with ENGIE as Rep.; *Relevant municipal/public sector experience and reliable references provided. ;* Dedicated service, billing assistance, account management and energy consulting support.; *Pricing components and applicable fees are identified.* **(EV2) (EV3)** They are a local company that appear to get their leadership involved in day to day operations and customer service. A lean organization with excellent price structure.; *The organization supplied evidence of work with public agencies including cities with similar electrical supply services. The references appear credible and provide support for their claim of performance.; No winter secerization fee per k/w hour.*

Weaknesses: (EV1) *Total energy charge does not appear to include the disclosed broker fee as identified in price cost sheet.* **(EV2) (EV3)** Very small and have many customers. Requires more infrastructure in offering online assistance and information.; *The supplier has been in operation for 8 years. While they demonstrate a measurable level of Business activity, it may also indicate that the organization is still in growth phase.; The vendor currently lacks an operational website or customer service portal, which may limit city staff to quickly access service details and support resources. Additional clarification of their customer service process is required.;*

PROPOSAL NAME/NUMBER: 26-638-09-23 / Municipal Aggregated Electrical Supply and Electric Related Services

OPEN DATE: September 23, 2026 2:00 PM CST

Evaluator							
	Evaluator #1		Evaluator #2		Evaluator #3		
Proposer	Rating	Points	Rating	Points	Rating	Points	Average

Comments: (EV1) *Discrepancies regarding whether the $0.00045/kWh broker fee is additional to the submitted Total Energy Charge.* **(EV2) (EV3)** The presented statement on organization is well defined and built to support efficient operations, response times and customer service. Addittionally, there was no evidence of D&B Rating on their package.; *These references offer evidence of their quality of work and ability to maintain high service standards. Bases on the information provided the provider demonstrate relevant experience working with municipalities comparable in size and operational scope.; The pricing submitted is highly competitieve and represents excellent value compare to other proposals. However, based on the information provided there are concerns regarding the size and capacity of the vendor.*

Sark Energy, LLC. 1503 Jaminson Dr. Allen, TX 75013	Acceptable		Acceptable		***Unacceptable***		Average
Sec. 1. Statement of Organization (05 Total Maximum Points)	Acceptable	5	Acceptable	5	Acceptable	5	
Sec. 2. Experience and Performance History (25 Total Maximum Points)	Acceptable	17	Acceptable	25	***Not Acceptable***	15	
Sec. 3. Customer Service (10 Maximum Points)	Acceptable	9	Acceptable	5	Acceptable	9	
Sec. 4. Pricing & Fees (20 Total Maximum Points)	Acceptable	50	Acceptable	33	***Not Acceptable***	30	
Final Determination of Review	Acceptable	81	Acceptable	68	***Not Acceptable***	59	69

Notes:

Strengths: (EV1) Respondent and Rep roles are clearly identified.; *Key personnel have substantial energy-industry experience.;* Dedicated account and energy management support. ; *Pricing components and applicable fees are identified.* **(EV2) (EV3)** The materials provided indicte electronic and portal billing capabilities and a dedicated customer service contract.;

Weaknesses: (EV1) *Limited operating history under current business name.; Proposed contract includes potential price-adjustment provisions.* **(EV3)** The vendor appears to be a very small organization in an early growth stage, raising concerns about operational capacity for aggregated electrical supply services.; There is confusion over the company name Stak Energy LLC and Freeport Energy Solutions as some documents reference the two compnany names.; *Pricing is not competitive in years 1 and year 3 though it aligns with the lowest rate in year 5.;*

Comments: (EV1) Freepoint Energy Solutions will serve as a rep.; *Would need clarification of circumstances which Change in Usage or Regulatory Change provisions could modify charges.* **(EV2) (EV3)** The submission provides limited evidence of experience managing City level service contracts, despite the board of directors demonstrating strong industry knowledge.;

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

PRESENTED BY: Cesar Torres, Chief of Police

AGENDA ITEM: Discussion and possible action on matters related to the authorization to purchase, (4) Four Outfitted Marked Police Chevy Tahoes from SAMES Laredo Chevrolet INC (TIPS #240901), in the amount of $427,245.12, using Operation Lone Star FY2027 grant funds – Torres

NATURE OF REQUEST:

The Mission Police Department is seeking authorization to purchase (4) Four Outfitted Marked Police Chevy Tahoes from SAMES Laredo Chevrolet INC (TIPS #240901). The expenditure is $427,245.12. This expense will be paid using Operation Lone Star FY2027 grant funds. This expenditure will allow the Mission Police Department to add/replace worn-out fleet for the patrol division.

BUDGETED: Yes **FUND:** Designated Purpose **ACCT. #:** 15-486-74950

BUDGET: $427,245.12 **EST. COST:** $427,245.12 **CURRENT BUDGET BALANCE:** $427,245.12

BID AMOUNT: $

STAFF RECOMMENDATION:

Approval.

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval JP7

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

Sames Texas' Oldest Dealership Government Fleet Sales

QUOTE

Quote #: SAG-5518 Date: 10/21/2026 Expires: 11/21/2026

Quote From:	Quote For:
Sames Laredo Chevrolet, Inc 3701 E. Saunders Street Laredo, TX 78041 Jake Schobinger | jakes@sames.net Phone: 210.381.8674	**City of Mission** 1201 East 8th Street Mission, Texas 78572

Vehicle Information

Year	Make/Model	Contract #	Color	Qty	Price	Total
2027	Chevrolet 4WD Tahoe 1FL w/9C1 (1FL &9C1) CK10706	TIPS 240901	Black	4	$58,434.07	$233,736.28

Vehicles Subtotal: $233,736.28

Est. Delivery: 2027 Chevrolet 4WD Tahoe 1FL w/9C1 (1FL &9C1) CK10706 — Factory Order (60-90 days)

Standard Options: 2027 Chevrolet 4WD Tahoe 1FL w/9C1 (1FL &9C1) CK10706

- L84 - 5.3L EcoTec3 V8 Engine
- MHU - 10-speed Automatic Transmission
- 9C1 - Police Package Vehicle Identifier
- 1FL - Commercial Preferred Equipment Group
- Z56 - Heavy-duty Police-rated Suspension Package
- J55 - Heavy-duty Brake System with Front Brembo Calipers and 16" Front Rotors
- 7X3 - Left-hand Spotlamp
- URW - 17.7" Diagonal Advanced Color LCD Display Audio System
- UD7 - Rear Parking Assist
- K34 - Electronic Cruise Control with Set and Resume Speed
- V76 - 2 Front Frame-mounted Recovery Hooks, Black
- RC1 - Front Skid Plate
- V03 - Extra Capacity Cooling System
- K3W - 900 Cold-cranking Amps Battery with 95 Amp Hour Rating
- K6K - Auxiliary Battery, 760 Cold-cranking Amps with 70 Amp Hour Rating
- KX4 - 250-amp Alternator
- BTV - Remote Start
- WUA - Front Fascia with High-approach Angle
- AZ3 - Front 40/20/40 Split-bench Seats
- UUA - Automatic Occupant Sensing Display

Upfitter Information

Upfitter	Quote #	Contract #	Qty	Price	Total
Tri County Communications	1013	-	4	$47,577.21	$190,308.84

Upfitters Subtotal: $190,308.84

Click here to view upfit quote

Transport Route: 22424 FM 159, Navasota, TX 77868, USA to 401 W. Park Ave. Pharr, TX 78577
Transport: $800.00/vehicle x 380.9 miles = **$3,200.00**

PRICING SUMMARY

Vehicles: $233,736.28
Options: $0.00
Upfitters: $190,308.84
Transport: $3,200.00
Trade-In: ($0.00)

GRAND TOTAL: $427,245.12

TERMS AND CONDITIONS

Balance on the vehicle is due within thirty (30) days of delivery to the upfitter or customer. A $500 per month floor plan interest charge will be applied to any unpaid balance beyond Net 30 terms.

All prices provided in this quote are based on current market conditions and are subject to change. Pricing may be impacted by changes in OEM production availability, allocation limits, material shortages, tariffs, trade regulations, or other factors beyond the dealership's control.

Vehicle availability, production timing, and delivery schedules are subject to OEM manufacturing constraints and supply-chain conditions. The dealership shall not be held liable for delays, cancellations, or non-production resulting from OEM constraints or manufacturer decisions. In the event an OEM is unable to produce or deliver a vehicle as quoted, the dealership reserves the right to modify, delay, substitute, or cancel the order without penalty.

Any resulting price or availability changes will be communicated prior to final purchase or delivery.

View our in-stock vehicles at samesgovfleet.com/inventory

www.samesgovfleet.com

Follow us on Facebook

The Interlocal Purchasing System

Purchasing Made Personal

Printed: October 28, 2026

www.samesauto.com/government-fleet.htm

Sames Laredo Chevrolet INC

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM

PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER

ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

PAYMENT TO

ADDRESS	**3701 E Saunders St**
CITY	**Laredo**
STATE	**TX**
ZIP	**78041**

TIPS CONTACT

NAME	**Charlie Martin**
PHONE	**(866) 839-8477**
FAX	**(866) 839-8472**
EMAIL	**tips@tips-usa.com**

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WV | WY

Overview

Sames Laredo Chevrolet is a leading automotive dealership in Laredo, Texas, specializing in the sale and service of Chevrolet vehicles. We offer a wide range of new and used Chevrolet cars, trucks, SUVs, and vans, catering to diverse customer needs and preferences.Sames Laredo Chevrolet is committed to providing exceptional customer service and ensuring customer satisfaction throughout the entire car-buying and ownership experience.

AWARDED CONTRACTS

"View EDGAR Doc" on Website

Contract	Commodity	Exp Date	EDGAR
240901	Transportation Vehicles	11/30/2027	Yes

CONTACTS BY CONTRACTS

240901

Name	Title	Phone	Email
David Lowry	Government Fleet Sales Manager	(956) 482-7507	dlowry@sames.net
Chris Collins	Government Fleet Sales Manager	(956) 482-7506	chris.collins@sames.net
David Lowry	PO Contact	(956) 482-7507	quotes@sames.net

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	5193503	**Award Amount:**	$1,179,814.98
Date Awarded:	8/25/2026	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2026 - 08/31/2027	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2027	**Grantee GPI:**	$0.00
Program Fund:	BD-Operation Lone Star Grant Program	**Total Project Cost:**	$1,179,814.98
Grantee Name:	Mission, City of		
Project Title:	Operation Lone Star - FY2027 - Mission PD		
Grant Manager:	Heinrich Kritzinger		
Unique Entity Identifier (UEI):	N5ELUNS44TE1		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2027-BD-ST-0001
Total Federal Award/State Funds Appropriated:	$55,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No

Federal/State Award Description:	The purpose of the program is to enhance interagency border security operations supporting Operation Lone Star including the facilitation of directed actions to deter and interdict criminal activity. Program participants shall assist in the execution of coordinated border security operations.

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

PRESENTED BY: Julianna Martinez, Animal Shelter Manager

AGENDA ITEM: Discussion and possible action on matters related to the approval of Ordinance #____ amending Chapter 14, "Animals" of the City of Mission Code of Ordinances, Article I –14.1; Article II –Sections: 14-31, 14-32, and 14-35. Article III - Section 14-71, 14-74, 14-75, 14-76; 14-77 adding sections: 14-78, 14-79, and Division II: 14-101, 14-103, 14-104, Removing Section 14-105, and 14-109, renumbering the remain sections; adding sections: 14-110, 14-111, 14-112, 14-113, 14-114 and 14-115; and Amending Article IV – Section 14-143 - Martinez

NATURE OF REQUEST:

The purpose of the request is to update the existing animal regulations, establish clearer enforcement requirements, promote responsible animal ownership, protect public health and safety, and improve the administration and enforcement of the City's Animal Care Services regulations.

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

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

BID AMOUNT: $_____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AMENDING CHAPTER 14 - "ANIMALS" OF THE CITY OF MISSION CODE OF ORDINANCES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mission, Texas is a home-rule municipality with the full power of local self-government; and

WHEREAS, the City Council of the City of Mission finds it necessary to update its Chapter 14 - Animals; and

WHEREAS, upgrading the established animal chapter serves the public interest and promotes efficient municipal administration;

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

SECTION 1: That the Code of Ordinances of the City of Mission, Chapter 14 - Animals, is hereby amended by adding the language that is underlined (added) and deleting the language that is stricken (~~stricken~~) to read as follows. The remaining sections are to remain in force.

ARTICLE I. IN GENERAL

Sec. 14-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandonment means the leaving of an animal unattended, releasing the animal upon public highways or public or private lands, or failure to provide proper or adequate food, water, exercise, shelter or medical care. Returning an ear-tipped cat to the location where it was trapped after assessment, sterilization and vaccination shall not be considered abandonment under this chapter.

Animal care officer or *animal control officer* means the animal care services division manager, employees of the animal care services division, or authorized agents of animal care services.

Animal care services means a division of the City of Mission responsible for enforcing state and local laws, ordinances, rules, and regulations regarding the care and keeping of animals, including the provisions of this chapter.

Animal rescue organization means a non-profit organization incorporated under the law of any state and exempt from federal taxation under Section 501(c)(3) of the Federal Internal Revenue Code (IRS), as amended, and whose principal purpose is the prevention of cruelty to animals and whose principal activity is to rescue sick, injured, abused, neglected, unwanted, abandoned, orphaned, lost, or displaced animals and to adopt them to good homes. "Animal rescue organization" shall not include any entity that breeds animals or that: (1) is located on the same premises as; (2) has any personnel in common with; (3) obtains, in exchange for payment or any

other form of compensation, dogs or cats from; or (4) facilitates the sale of dogs or cats obtained from a person that breeds animals.

At large means not under the control of the owner either by a leash, chain, cord or other suitable material attached to a collar or harness; not restrained securely within an enclosure or fence; or in the case of dogs, not under such personal presence and attention as will reasonably control the actions and conduct of such dog.

Boarding kennel means a business or other establishment, other than a veterinary hospital or clinic or the city animal shelter, where more than four dogs or cats owned by other persons are boarded or otherwise kept for a fee or other compensation.

Breeding means the intentional or unintentional mating of animals resulting in a litter.

Caged bird means any caged bird legally propagated and raised in captivity for the purpose, but does not include birds captured in the wild.

Collar or harness means a band of leather, nylon, rope, or similar material, excluding chain if utilized for training purposes, that is commonly used on an animal to aid in control of movement of the animal, by the animal's owner, and to which a leash or lead can be attached.

Community cat means any free roaming cat without visibly discernible evidence of ownership or microchip identification that may be cared for by one or more residents in the area, known or unknown. Community cats that are ear tipped indicate an unowned cat that is sterilized and vaccinated against rabies at least one time.

Community cat caretaker means a person who provides care to a community cat such as food, water, shelter and veterinary care, while not being considered the owner, custodian, harborer, possessor, or keeper of a community cat under this chapter.

Community cat program means a program pursuant to which community cats are sterilized, vaccinated against rabies, tipped, and returned to the location where they were found.

Dangerous dog and *dangerous or vicious dog* mean a dog described by section 14-76(a).

Department means animal care services.

Dog means either a male or female of the canine species, whether altered or not.

Domestic fowl means chicken (Gallus gallus), domestic turkey (Meleagris gallopavo), domestic mallard [duck] (Anus Platyrhynchos), domestic Muscovy duck (Cairina moschaeta), domestic goose (Anser anser), Chinese goose (Anser cygnoides), swans (Cygnus spp.), helmeted guineafowl (Numida meleagris), ring-necked pheasant (Phasianus colchicus), common peafowl (Pavo cristatus), domestic pigeon (Colombia livia), ostrich (Struthio camelus), emu (Dromaius novaehollandiae), greater rhea (Rhea americana), peacocks and peahens of every class whatever and guineas of every class whatever or other domesticated fowl.

Excluded species means domestic fowl, legally caged birds, and nonnative birds whether naturalized or not. Excluded species are not covered by this section. For some species, domesticated individuals are excluded as private property while wild individuals are included as native birds.

Kennel means a pen, run, cage, crate, or similar structure or enclosure, whether fixed or portable, that is used to confine one or more dogs or cats on an owner's premises. The term means

the structure or enclosure itself and does not include: (1) the lot, tract, parcel, or yard on which the structure or enclosure is located; (2) a dwelling; (3) a fence or wall that encloses the perimeter of a yard; (4) a dog house or similar shelter that does not confine the animal; or (5) a boarding kennel.

Livestock means cattle, horses, asses, mules, sheep, swine, llamas and other camelids and goats of every class whatever, or the young of any such animals.

Microchip means an identification chip implanted under the skin of an animal for the purpose of identifying its owner or keeper which has been registered with a microchip registration company with current ownership information to include the current owner or keeper's name, address and telephone number, and the description of the animal.

Native bird means a bird belonging to a species naturally occurring or residing in or migrating through the city without benefit of current or past transport by humans.

Nonnative birds means feral rock dove (Columba livia), European starling (Sturnus vulgaris), house sparrow (Passer domesticus), any member of the parrot family (Psittacidae) not native to the states of Nuevo Leon and Tamaulipas, Mexico, or Texas, and any other birds transported by humans to North America and released. Naturalized nonnative birds are those birds which have established themselves and are reproducing in the wild after transport by humans, usually from another continent.

Outdoor kennel means a kennel that is located outside of a dwelling or other fully enclosed building.

Owner, *keeper*, or *owner/keeper* means any person owning or harboring one (1) or more animals. An animal is deemed to be harbored if it is fed or provided with water or if the person otherwise has custody or control of the animal. An animal is deemed to be kept if it is fed or provided with water and sheltered or restrained except upon the authorization of the animal care services manager. If the owner of an animal is a minor, the parent or guardian of that minor shall be responsible for compliance with animal care related ordinances and shall be identified as the legal owner of said animal.

Owner's premises means any lot, tract or parcel of land, whether or not under common ownership, including all buildings thereon and appurtenances, which are owned or leased by an owner, as well as any vehicle, travel trailer, or motor home owned or leased by an owner.

Prohibited animal means any animal, other than a common household pet, such as a canary, finch, cockatiel, hamster, guinea pig, gerbil, rabbit, ferret, fish, or small nonpoisonous reptiles, that poses a potential physical or disease threat to the public or that is protected by international, federal or state laws or regulations, and includes, but is not limited to, the following:

(1) Within the class Reptilia: family Helodermatidae (venomous lizards); family Varanidae (monitors); order Ophidia, family Boidae (boas and anacondas); family Pythonidae (pythons); family Hydrophiidae (marine snakes); family Viperidae (rattlesnakes, copperheads, cottonmouths, pit vipers and true vipers); family Elapidae (coral snakes, cobras, and mambas); family Colubridae, Dispholidus typus (boomslang), Cyclagras gigas (water cobra), Boiga dendrophila (mangrove snake) and Thelotornis kirtlandii (twig snake) only; order Crocodilia (crocodiles, alligators, caimans and gavials);

(2) Within the class Aves: order Falconiformes (hawks, eagles and vultures) and subdivision Ratitae (ostriches, rheas, cassowaries and emus);

(3) Within the class Mammalia: order Carnivora, family Felidae (such as cougars, tigers, lions, bobcats and ocelots) except domesticated cats, family Canidae (such as wolves, dingos, coyotes and jackals) except domesticated dogs, family Mustelidae (such as weasels, skunks, martens, mink and badgers), family Procyonidae (such as raccoons), and family Ursidae (such as bears); order Marsupialia (such as kangaroos and opossums); order Chiroptera (bats); order Edentata (such as sloths, anteaters and armadillos); order Primates (such as chimpanzees and gorillas); order Rodentia (such as porcupines); and order Ungulata (such as deer, bison, and camels); and

(4) Within the class Amphibia: poisonous frogs, toads and salamanders.

Provocation means any purposeful act that causes an animal to scratch, bite, or attack in protection of itself, the owner, or the owner's premises. Entrance, in any manner, into an area where an animal is properly under restraint in compliance with this chapter is considered provocation, irrespective of the reason for the entrance.

Rabies vaccination means a protective inoculation by a licensed veterinarian with a rabies vaccine recognized and approved by the United States Department of Agriculture given in an amount sufficient to provide an immunity that satisfies the requirement of state law.

Registration/license means a privilege granted, upon compliance with the terms of this chapter, to lawfully own, keep, harbor, or have custody or control of a dog or cat within the city.

Trap, neuter and return (TNR) program means a non-lethal, humane alternative to deal with the stray cats which are captured, altered and returned back to their location in order to encourage the stabilization of the free-roaming cat population in the city.

ARTICLE II. KEEPING REQUIREMENTS

Sec. 14-31. Livestock.

Unless otherwise provided in the agricultural open zoning districts in the zoning ordinance, it shall be unlawful for any person to raise, keep, pen or harbor any livestock within 300 feet from any residential building, hotel, church, school or store, or any other building frequented or inhabited by human beings, within the corporate limits of the city. This section shall not apply to any person operating a commercial slaughterhouse or to the Our Lady of Guadalupe properties in the downtown area.

Sec. 14-32. Domestic fowl.

It shall be unlawful for any person to raise, keep, pen, or harbor any domestic fowl within ~~100~~25 feet from any residential building, hotel, church, school or store, or any other building frequented or inhabited by human beings, within the corporate limits of the city as such corporate limits are now, or may hereafter be constituted. Not more than four chickens may be kept on any premises, and no roosters may be kept.

Sec. 14-35. Carnivorous and wild animals; prohibited animals.

It shall be unlawful for any person to raise, pen, keep or harbor any animal from a species which is carnivorous and normally a wild animal, ~~which when full grown normally weighs more than five pounds~~or any prohibited animal, within the corporate limits of the city.

ARTICLE III. DOGS, CATS, OTHER DOMESTIC, CAPTIVE ANIMALS

DIVISION 1. GENERALLY

Sec. 14-71. ~~Definitions~~Reserved.

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Dog* means either a male or female of the canine species, whether altered or not.~~

~~*Owner* means any person owning, harboring or in any way keeping a dog within the limits of the city.~~

Sec. 14-74. Running at large; dogs not permitted at large.

~~It shall be unlawful for any keeper or owner of any dog to permit such dog to run at large within the city. As used in this section, the term "to run at large" means to be free of restraint beyond the boundaries of the premises of the keeper. Any such dog when not upon the premises of its owner and which is controlled by a leash held by a competent person shall not be deemed running at large.~~

(a) *Public property.* It shall be unlawful for any owner of any dog to permit or allow such dog to run or be at large upon any public highway, street, alley, court, square, park, sidewalk or any other public grounds or public property within the city.

(b) *Other property.* It shall be unlawful for any owner of any dog to permit or allow such dog to run or be at large upon any unfenced lot, tract or parcel of land within the city.

(c) *Confining of female dogs in heat.* Every female dog in heat shall be kept confined in a building or secure enclosure, or in a veterinary hospital or boarding kennel, in such a manner that another dog cannot come in contact with it, except for controlled breeding purposes.

Sec. 14-75. Barking dogs.

It shall be unlawful to keep any dog in the city which by loud, frequent or habitual barking or howling shall cause annoyance and disturb the peace and quiet of any person between the hours of 10:00 p.m. and 6:00 a.m. Any such person who believes that there has been a violation of this section may file a complaint against the owner or keeper of such dog with the animal control officer or a police officer.

Sec. 14-76. Dangerous and vicious dogs.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Dangerous or vicious dog means any dog that ~~is capable of or by past record or performance has bitten, injured, scratched or disturbed a person or another animal.~~:

(1) Makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or

(2) Commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.

(b) *Restraint.* It is hereby made the duty of any and all persons owning or having in their possession in the city a dangerous or vicious dog to restrain such dog safely on or within their own premises at all times except as provided for in this section.

(c) *Muzzling required.* If any dog of a dangerous or vicious character is, by the owner or one in possession thereof, permitted to appear upon the streets, alleys, public ways or private property in the city, it shall be the duty of such owner or one in possession of such dog to secure and maintain properly upon such dog a good or sufficient muzzle or muzzles to prevent and preclude such dog from biting, attacking or otherwise injuring any person, dog or other animal.

(d) *Dogs confined to premises of owner.* It is hereby made the duty of any person owning or having in possession in the city a dog of such character that cannot be restrained by the use of a muzzle or of such character as to still be dangerous and vicious, in spite of such muzzle, to keep such dog within his own premises absolutely and at all times.

(e) *Impoundment.* Any dog of dangerous and vicious character hereafter found upon the streets, alleys, public ways or private property of individuals of this city without a muzzle as provided for in subsection (c) of this section, or which in spite of such muzzle shall still be dangerous, shall be impounded in some place provided for such purpose by the city.

Sec. 14-77. Kennels.

(a) *Kennel is a structure, not a property.* A kennel, as defined in section 14-1, is the structure or enclosure in which a dog or cat is confined and is not the property on which the structure or enclosure is located. Keeping dogs or cats on an owner's premises does not make the premises a kennel, and a fenced yard is not a kennel merely because a dog or cat is kept or allowed in the yard.

(b) *Number of kennels.* An owner/keeper may maintain more than one kennel on the owner's premises. The number of outdoor kennels on any one owner's premises shall not exceed one kennel for each dog or cat more than four months of age lawfully kept on the premises, and in no event shall there be more than six outdoor kennels on any one owner's premises.

(c) *Size of kennels.* The combined ground area of all outdoor kennels located in a yard shall not exceed 25 percent of the area of that yard. For purposes of this subsection, a "yard" is the front yard, a side yard, or the rear yard of the owner's premises, and the area of a yard is its open ground area not occupied by a building.

(d) *Maintenance and security.* Each kennel shall be properly maintained and secured so as to prevent the animal from escaping the premises. Each outdoor kennel shall provide the proper shelter described in section 14-85(a), and each kennel shall be kept in the condition required by section 14-85(g).

(e) *Kennel not required.* This section does not require an owner/keeper to keep a dog or cat in a kennel. A dwelling or a securely fenced yard is a suitable enclosure for purposes of section 14-85(g). Subsections (b) and (c) of this section apply only to outdoor kennels.

(~~a~~f) ~~*Location*~~*Boarding kennels*. No ~~dog~~boarding kennel shall be located within 200 feet of any residence within the city. Notwithstanding the foregoing, the residence of the owner of the property upon which the boarding kennel is located or of the operator of the boarding kennel may be located within 200 feet of the ~~dog~~boarding kennel. Such distance shall be determined from the fence area, or if none the property line of the property owned by or leased by the operator of the ~~dog~~boarding kennel.

~~(b) *Definition.* The term "dog kennel" shall be any property upon which more than four adult (more than six months old) dogs are maintained at the location.~~

(g) *Exceptions.* Subsections (b) and (c) of this section and section 14-85(e) do not apply to the city animal shelter, a veterinary hospital or clinic, or a boarding kennel.

Sec. 14-78. Investigation, seizure and confinement of alleged dangerous dog and determination of a dangerous dog.

(a) Upon receipt of a sworn affidavit of complaint, signed by one (1) or more individuals before an individual authorized by law to make sworn statements, the department shall investigate the complaint. The complaint shall contain a description of the incident involving an alleged dangerous dog, as defined in section 14-76, the date and location of the incident, the name of the owner of the dog, the address of the owner, and a description of the dog(s) involved in the incident. Said investigation may include discussing the incident with the owner/keeper of the dog. The owner/keeper of the dog shall have the right to provide an affidavit or statement concerning his own dog.

(b) After receiving a sworn affidavit of complaint and upon deciding that seizure is a reasonable precaution to ensure the health and safety of people nearby, the animal care services manager may order the immediate seizure and impound of the dog. An administrative search warrant shall be obtained from any municipal court magistrate to enter private property to search for a dog which is allegedly dangerous or has been previously determined to be dangerous, if permission to enter the subject premises is denied by a person in lawful possession. If the dog cannot be safely approached, a tranquilizer projector may be used by department personnel. The cost of securing said dog(s) shall be borne by the owner. If a dog is determined to be dangerous, it will remain in confinement as directed by the animal care services manager. A dog that has been determined to be dangerous cannot be released back to the owner until the owner is able to demonstrate his ability to comply with all the requirements for dangerous dogs; if compliance is not demonstrated, the animal may be humanely euthanized.

(c) An animal care officer may impound an alleged dangerous dog if the officer has cause to believe that a dog is dangerous as defined in section 14-76.

(d) The department shall determine whether a dog is dangerous. Within five (5) working days after the dog is deemed dangerous, the department will notify the owner of the dog of the dangerous dog determination and appeal right by written notice. The notice shall include the reason for the allegation, and all requirements for owners of a dog determined to be dangerous as set out in this chapter.

Sec. 14-79. Requirements of dangerous dog owners.

An owner of a dog determined to be dangerous must comply with all of the following nine (9) requirements before the subject dog can be released to the owner by the department. The department must, however, release the dog to the owner if a state licensed veterinarian with a facility located within the city verifies, upon being contacted by a city veterinarian or the department, that the owner has arranged for the required surgery of the dangerous dog to comply with this article, and if necessary, a city veterinarian has implanted the required registered microchip in the dog, has inspected the residence where the dog is to be kept, and is satisfied that the following requirements which could have already been complied with have been complied with by the owner:

(1) The dog must be registered with the department and shall annually obtain a dangerous dog permit.

(2) The dangerous dog shall at all times wear a collar approved by the department visible at twenty-five (25) feet so that the dog can be identified as a dangerous dog.

(3) The dangerous dog must be kept in a secure enclosure as defined by V.T.C.A., Health and Safety Code § 822.041.

(4) The owner must present to the department a certificate of public liability insurance in the amount of one hundred thousand dollars ($100,000.00) to cover any injuries caused by the dangerous dog. The insurance shall be kept in effect continuously and shall not be cancelled unless the dog is no longer kept by the insured owner.

(5) The dangerous dog, when taken outside the enclosure, must be securely muzzled in a manner that will not cause injury to the dog nor interfere with its vision or respiration, but shall prevent it from biting any person or animal; and the dangerous dog must be restrained by a sturdy leash three (3) feet in length.

(6) The owner shall post a sign on his premises warning that there is a dangerous dog on the property. This sign shall be visible and capable of being read from the public street or highway.

(7) If the dog does not have a registered microchip, the owner shall authorize the department to implant a registered microchip beneath the skin of the dangerous dog for positive identification of the animal.

(8) At the owner's expense, the dangerous dog must be spayed or neutered either by the department or, at the discretion of the department, by a veterinarian approved by the department prior to being released back to its owner.

(9) If the owner of a dog determined to be dangerous is unable or unwilling to comply with the ownership requirements listed above at any time, the dog must be

euthanized by an animal shelter, animal care agency, licensed veterinarian or the department.

Sec. 14-80. Use of tranquilizer guns and drugs.

(a) The animal control officer, his agents and any police official shall be able to use a tranquilizer gun or any other drug to bring an animal at large under control.

(b) In order to use a tranquilizer gun or other drugs, the animal must be at large and pose a threat or danger to the public or to the city officer trying to bring the animal under control.

(c) If it becomes necessary for the animal control department or the police department to use a tranquilizer gun or other drugs to bring an animal at large under control, the city shall not be held responsible for any damage done to the animal by the use of the tranquilizer gun or other drugs.

(d) The owner of the animal that needs sedation to bring it under control shall pay for the costs of the sedation and for the care and feeding while the animal is under control of the city animal welfare.

Sec. 14-81. Tethering dogs and other animals.

(a) It shall be unlawful for any person to tie any animal, excluding livestock, to a stationary object. All animals that are tethered must be on a running line, pulley system or trolley.

(b) No person may tether an animal in a manner that permits the animal to reach any alley, sidewalk, public street, or property not belonging to the owner or keeper.

Sec. 14-82. Regulation of sale of animals and poultry or fowl; sale of pets; prohibitions; applications.

(a) It shall be unlawful for any person to sell, offer for sale or display for purposes of sale, any animal, including poultry or fowl, in, on or adjacent to any public roadway, unimproved parcel of land or in any public or private parking lot, or at any open air or enclosed flea market, farmer's market, or similar operations where stalls are rented on a temporary basis.

(b) It shall be unlawful to sell or to allow the sale of pets in flea markets, or on the roadside or any other outdoor or unenclosed location.

Sec. 14-83. Cruelty to animals prohibited.

(a) It is unlawful for anyone to beat, cruelly ill-treat, torment, overload, or overwork or otherwise abuse an animal, or cause, instigate or permit any dog fight, cockfight, bullfight, or other combat between animals or between animals and humans.

(b) It is unlawful for anyone to breed or train an animal for fighting with any other animal.

(c) Failure to provide acceptable standards of housing and care constitutes animal cruelty.

(d) It is unlawful for anyone to intentionally or knowingly leave a pet in a motor vehicle for longer than five minutes, knowing that the animal is not attended by an individual in the vehicle who is 14 years of age or older.

(e) This section is not intended to contravene the provisions for animal cruelty contained in the Texas Penal Code.

Sec. 14-84. Duty to remove dead or decaying animal carcasses.

(a) It is unlawful for any owner, occupant, or other person in control of premises to knowingly suffer, permit or maintain the presence of a dead or decaying animal carcass upon any such premises within the city, whether public or private, for more than six (6) hours.

(b) The presence of dead or decaying animal carcasses in violation of this section is hereby deemed a public nuisance.

(c) Dogs, cats or any other small dead animals shall not be placed in garbage containers nor collected as solid waste. The city animal control staff will, upon request, remove such dead animals from residences without charge between 7:00 a.m. and 3:00 p.m., Monday through Friday only, if such small dead animals are bagged and placed at the curbside. The city may remove small dead animals at other times if such animals create a traffic hazard. Service is to be charged in accordance with the following schedule:

(1) From residences, or other nonveterinary clinic: free up to 70 pounds during the hours of 7:00 a.m. to 3:00 p.m., Monday through Friday.

(2) For all animals over seventy (70) pounds, the charge is fifty dollars ($50.00) per animal.

(3) No livestock over 50 pounds will be picked up by a city animal control officer; it shall be the responsibility of the animal owner to properly dispose of the animal.

Sec. 14-85. Violations.

(a) It shall be unlawful for any owner/keeper or person to maintain a dog or cat in inhumane conditions, which shall include no food or water, injured or sick animals not receiving medical care, tethering in unsafe or extreme conditions, abandonment of animals, and no proper shelter. Proper shelter is shelter that: (1) provides protection from inclement weather; (2) allows the animal to avoid standing water; (3) is large enough for the animal to sit, stand, turn around and lie down normally; and (4) protects the animal from direct sunlight, extreme heat, rain, and cold temperatures and is properly ventilated.

(b) It shall be unlawful for any owner/keeper or person to allow dogs to roam or run at large without restraint in public areas or neighboring private properties.

(c) It shall be unlawful for any owner/keeper or person to fail to vaccinate a dog or cat for rabies or to fail to register the dog for rabies registration with the City of Mission Animal Shelter.

(d) It shall be unlawful for any owner/keeper or person to allow a dog to bark excessively or habitually during the hours stated in section 14-75.

(e) It shall be unlawful for any owner/keeper, person, tenant, or landowner to keep or maintain more than six dogs or cats, in any combination, older than four months on any one premises within the City of Mission limits, except as provided in section 14-77(g).

(f) It shall be unlawful for any owner/keeper, person, tenant, or landowner to abandon or relocate any animal within the City of Mission limits.

(g) Any dog or cat permitted to be kept within the City of Mission limits shall be kept in a suitable kennel or enclosure which shall be maintained and kept in such manner as not to

become unsanitary, offensive or disagreeable to persons residing in the vicinity thereof, nor shall it be so maintained or kept as to breed flies, or in any manner cause any injury to the health of the public or any person residing in the vicinity of such kennel or enclosure.

(h) All owners/keepers or persons are required to immediately and properly collect and dispose of said animal's/pet's solid waste that is deposited on private properties in the vicinity.

(i) It shall be unlawful for any owner/keeper or person to fail to surrender a dog after a bite.

(j) It shall be unlawful for any owner/keeper or person to keep breeding dogs or cats, intentionally or unintentionally, resulting in a litter.

(k) It shall be unlawful for any person to feed any strays on public property or city right-of-way, including feeding bread to the ducks at Bannworth Park.

Secs. ~~14-78~~14-86—14-100. Reserved.

DIVISION 2. LICENSE

Sec. 14-101. Required.

(a) Any owner who shall maintain or keep a dog or cat more than four months of age on any premises within the city which has not been licensed and rabies vaccinated as required by this division shall be guilty of a misdemeanor.

(b) Prior to the issuance of a cat or dog license, pet owners applying for the same other than through the vaccinating veterinarian must present a certificate from a veterinarian licensed in any state or territory of the United States showing the animal has been vaccinated for rabies in compliance with the requirements of this article, and must apply on such form as may be required by an animal control officer. The owner shall state their name, address, and telephone number along with the breed, color, age, name and sex of the dog or cat to be licensed.

(c) The animal license tag issued shall not be transferable from one dog or cat to another and it shall be unlawful for the owner or person having control over or custody of any dog or cat to transfer such license tag from the dog or cat for which such tag was issued to any other dog or cat.

Sec. 14-103. When fee due.

Every license fee required by this division shall be due when ~~the rabies clinics are held in the city~~a new rabies vaccination is given to the dog or cat. Rabies vaccinations and license registration shall be done yearly.

Sec. 14-104. Application.

Any person desiring a dog or cat license shall make application therefor to the city animal control officer upon printed forms provided for such purpose, which applications shall state the name, telephone number, email, and address of the owner or keeper of such dog or cat and the name, breed, color and sex of the dog or cat being licensed.

Sec. 14-105. ~~Vaccination prerequisite to issuance~~Reserved.

~~The city animal control officer shall not issue any license or license tag for any dog until the owner or person in charge of such dog shall have obtained and presented to the animal control officer a certificate from a veterinarian licensed to practice veterinary medicine in the state that such dog has been vaccinated for rabies during the calendar year for which the license is applied for.~~

Sec. 14-106. Issuance.

Dog and cat licenses shall be issued by the city animal control officer upon application therefor, proof of vaccination against rabies and payment of the required fee.

Sec. 14-107. Issuance of tag.

Upon issuance of the license certificate, the animal control officer shall issue to the owner a tag for each dog or cat so licensed. The tag shall have ~~stamped thereon the year for which it was issued and~~ the number corresponding with the number on the certificate.

Sec. 14-108. Duplicate tags.

In case a dog or cat tag is lost or destroyed, a duplicate will be issued by the animal control officer upon presentation of the receipt showing the payment of the license fee for the calendar year and the payment of a ~~$2.00~~$5.00 replacement fee ~~for such duplicate~~.

Sec. 14-109. ~~Transfer of tag~~Reserved.

~~It shall be unlawful for the owner or person having control over or custody of any dog to transfer such license tag from the dog for which such tag was issued to any other dog.~~

Sec. 14-110. No refund of fee.

No refunds shall be made for any dog or cat license fee because of death or surrender of the dog and/or cat or the owner's leaving the city before the expiration of the license period.

Sec. 14-111. Collar and tags must be worn.

It shall be unlawful for any person to maintain or keep a dog and/or cat more than four months of age on any premises within the city unless the dog and/or cat wears a collar or harness securely attached to its body to which shall be securely attached a tag issued for the dog and/or cat by a licensed veterinarian, licensed to practice veterinary medicine in the state, showing that the dog and/or cat has been, within the current calendar year, vaccinated against rabies, and also securely attached to the collar or harness a license tag showing the dog and/or cat has been licensed by the city animal control officer for the current year.

ARTICLE IV. IMPOUNDMENT

Sec. 14-143. Time for redemption.

Any owner or person entitled to possession of a dog who appears at the city animal shelter within ~~five~~three (3) days after date of such notice, shall have the right to pick up such dog by paying an impoundment fee as provided in section 14-144, if such dog is licensed. If such dog is not licensed, the owner, upon proof of his ownership or right to possession, may repossess such

dog by having the dog vaccinated and licensed in accordance with the requirements of the City of Mission ordinance, and by paying the impoundment fee. Failure of any such owner or person entitled to possession to repossess such dog shall entitle the animal control department to dispose of such dog in a humane manner.

Sec. 14-145. Unclaimed animals.

Any animal not claimed by its owner after being held for three (3) days, excluding the day the animal is impounded and any day the animal care services facility is not open, shall become the property of the city. The selection of an animal for adoption or rescue during the reclamation period or thereafter shall not confer any ownership right or right of possession to the animal. Due to their immature immune system, any abandoned animal under four months of age shall immediately become the property of the city, for humane disposition, and may be offered for adoption.

Sec. 14-146. Euthanasia.

The animal care services manager, a licensed veterinarian, or the animal care services manager's designee may direct the immediate euthanization of any animal determined to be seriously injured or diseased under the rules, guidelines, or procedures established by the animal care services manager. Impounded animals not redeemed or adopted as provided for in this article must be humanely euthanized at the city animal shelter under the direction of a person trained and certified in humane euthanasia as outlined in the Texas Health and Safety Code. The carcasses must be disposed of as directed by the animal care services manager.

Secs. ~~14-145~~14-147—14-170. Reserved.

SECTION 2. SAVINGS AND REPEALER.

All ordinances or parts of ordinances not amended by this Ordinance shall remain in full force and effect.

SECTION 3. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions, which shall remain in full force and effect.

SECTION 4. CODIFICATION.

The City Secretary is authorized to codify this Ordinance in the City of Mission Code of Ordinances and to make non-substantive formatting and numbering changes necessary for codification.

SECTION 5. PUBLICATION.

The City Secretary is authorized and directed to publish this Ordinance as required by law.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon adoption and publication as required by law.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2026.

_____
Norie Gonzalez Garza, Mayor

ATTEST:

_____
Anna Carrillo, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

PRESENTED BY: Michael Silva, Fire Chief

AGENDA ITEM: Discussion and possible action on matters related to ratify modifications to the original specifications of the Pierce Custom Enforcer 100' Aerial Platform Fire Apparatus purchased from Siddons-Martin Emergency Group, LLC through BuyBoard Contract No. 651-21; authorize an additional payment of $39,175.28; and approve the related budget amendment – Silva

NATURE OF REQUEST:

The Mission Fire Department requests City Council ratification of modifications to the original specifications of the Pierce Custom Enforcer 100' Aerial Platform Fire Apparatus and authorization of an additional payment of $39,175.28 to Siddons-Martin Emergency Group, LLC, along with the related budget amendment.

On October 10, 2022, City Council authorized the lease-purchase through BuyBoard Contract No. 651-21, utilizing financing through PNC Equipment Group LLC. The original approved financing amount was $1,659,103.11. Modifications to the original specifications resulted in additional costs of $39,175.28, bringing the total purchase cost to $1,698,278.39.

Staff recommends ratification of the modifications, authorization of the additional payment of $39,175.28 through the After-the-Fact process, and approval of the related budget amendment.

BUGETED: See attached **FUND:** General **ACCT. #:** 01-431-64390

BUDGET: $39,179 **EST. COST:** $39,175.28 **CURRENT BUDGET BALANCE:** $39,179

BID AMOUNT: _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

Siddons Martin Emergency Group, LLC
3500 Shelby Lane
Denton, TX 76207
GDN P115891
TXDOT MVD No. A115890

October 3, 2022

GILBERT SANCHEZ, FIRE CHIEF
MISSION FIRE DEPARTMENT
415 W TOM LANDRY ST
MISSION, TX 78572

Proposal For: 2022 Mission Platform

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to MISSION FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB MISSION FIRE DEPARTMENT and training on operation and use of the apparatus.

Description	Amount

Qty. 1 - 810 - Pierce-Custom Enforcer Aerial, Platform 100'
(Unit Price - $1,734,518.00)
Delivery within 29-30 months of order date
QUOTE # - SMEG-0004127-4

Vehicle Price	$1,734,518.00
Full Prepay Discount	($76,914.89)
810 - UNIT TOTAL	**$1,657,603.11**

SUB TOTAL	$1,657,603.11
BuyBoard 651-21 (FIRE)	$1,500.00
TOTAL	**$1,659,103.11**

Price guaranteed until 10/28/2022

Price includes 3 year maintenance agreement, please see attached Service agreement

Will utilize BuyBoard contract 651-21 to purchase unit.

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

(A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
(B) 20% of the Purchase Price after completion of the approval drawings;
(C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Michael Collins

I, _____, the authorized representative of MISSION FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

_____

Signature & Date

5/29/2026 Added	0695610	Emblem, Reflective, Per Dept. Submittal, Each				2	$620.55
5/29/2026 Changed	0695610	Emblem, Reflective, Per Dept. Submittal, Each	Qty,		02	2	$.00
5/29/2026 Changed	0695610	Emblem, Reflective, Per Dept. Submittal, Each	Size, Dept Seal, Reflect		12.00" - 14.00"	2	$.00
5/29/2026 Changed	0695610	Emblem, Reflective, Per Dept. Submittal, Each	Location, Emblem		BELOW WATER LEVEL LIGHT CAB	2	$.00
5/29/2026 Added	0697945	Emblem, "Honoring America's Bravest" w/Helmet, Color Image, Std, Each				1	$214.42
5/29/2026 Changed	0697945	Emblem, "Honoring America's Bravest" w/Helmet, Color Image, Std, Each	Qty,		1	1	$.00
5/29/2026 Changed	0697945	Emblem, "Honoring America's Bravest" w/Helmet, Color Image, Std, Each	Location, Emblem		CONTROL BOX ON AREIAL	1	$.00
5/29/2026 Added	0735570	Graphic Design, Labor Charges				2	$339.09
5/29/2026 Changed	0735570	Graphic Design, Labor Charges	Qty,		02	2	$.00
5/29/2026 Added	0684118	Emblem, Monogram w/Scrolling, Reflective, 18"-20", Pair				1	$771.13
5/29/2026 Changed	0684118	Emblem, Monogram w/Scrolling, Reflective, 18"-20", Pair	Qty,		01	1	$.00
5/29/2026 Changed	0684118	Emblem, Monogram w/Scrolling, Reflective, 18"-20", Pair	Location, Emblem		BASKET SIDES	1	$.00
5/29/2026 Deleted	0750868	Stripe, Reflective, Chevron, Diamond Grade, EMS Exterior Cab Doors, Interior				1	$187.12
6/2/2026 Deleted	0814251	Coating, Safe-Stride, Black, Aluminum Treadplate Cargo Cover				1	$599.42
6/5/2026 Added	0603711	Guard, Drip Pan, S/S, Rollup Door, Aerial				7	$1,477.82
6/5/2026 Changed	0603711	Guard, Drip Pan, S/S, Rollup Door, Aerial	Qty, Door Accessory		07	7	$.00
6/5/2026 Changed	0603711	Guard, Drip Pan, S/S, Rollup Door, Aerial	Location, Door Guard/Drip Pan		left side rearward compartment, left side forward compartment, left side forward compartment, right side rearward compartment, right side over the wheel compartment, right side forward compartment and right side forward compartment	7	$.00
6/23/2026 Changed	0762577	Lights, HiViz FT-MB-2.27-*-*, 30.20", 2nd	Location	centered over the RS2 and RS4 compartments	centered over the RS2 and RS5 compartments	2	$.00
6/25/2026 SMEG	**SMEG**	**Subtotal**					**$62,972.67**
6/25/2026 SMEG	SMEG	Less Customer Changes Budget					$ (10,000.00)
6/25/2026 SMEG	SMEG	Less Cummins Price Increase Budget					$ (21,018.63)
6/25/2026 SMEG	SMEG	Plus Two (2) Additional Personnel on Final Inspection					$ 2,500.00
10/26/2026 SMEG	SMEG	Step Installation					$ 4,721.24
6/25/2026 SMEG	**SMEG**	**Total Due Siddons-Martin Emergency Group (As of 10/05/2026 at 3:03pm)**					**$ 39,175.28**

By signing this form, I do hereby authorize the representing Pierce Dealer to coordinate the changes, additions, and deletions listed on the proceeding page(s) for the prices listed on each change made. I understand and agree that any additions or changes that were not part of the original contract may adversely impact the scheduled completion of the apparatus. If the scheduled completion is affected, the Pierce authorized Dealer will notify you of such a change at the time this change is presented. I understand and agree that once this change request is signed, it becomes part of the original contract entered into between the authorized Pierce Dealer and the customer.

Customer Signature: Michael Silva **Date:**

Sales Representative Signature: **Date:** 10/27/2026

Signature: Michael Silva (Oct 29, 2026 10:57:14 CDT)

Email: msilva@missiontexas.us

CITY OF MISSION
BUDGET AMENDMENT REQUEST

FISCAL YEAR: 2026-2027 **BA-26-04**

DATE: November 10, 2026

DEPARTMENT: Fire

FUND: General

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE (DECREASE)	PROPOSED BUDGET
01-431-64390	Minor Equipment	208,936.00	39,179.00	248,115.00
			-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
	TOTAL	208,936.00	39,179.00	248,115.00

JUSTIFICATION

Budget Amendment is necessary to cover the costs associated with the modifications to the original fire truck specifications to Siddons Martin Group .

Finance Director: _____ **Date:** 11/10/2026

City Council Approved on: _____ **Date Posted:** _____

FORM SFA-GF-002

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

PRESENTED BY: Andy Garcia, Co-Interim City Manager

AGENDA ITEM: Consideration and action regarding authorization to solicit Requests for Qualifications (RFQs) for a Comprehensive Infrastructure Condition, Risk & Growth Assessment, with separate and combined assessment options for Water and Wastewater, Streets, and Drainage, including optional GIS reconciliation services – A. Garcia

NATURE OF REQUEST:

Staff is requesting authorization to solicit Statements of Qualifications from professional engineering firms to conduct comprehensive assessments of the City's water and wastewater, street, and drainage infrastructure.

The assessments will establish comprehensive infrastructure asset inventories, evaluate existing conditions and associated risks, and identify improvements necessary to address infrastructure deficiencies or accommodate anticipated future growth.

The solicitation will consist of three independent assessment components:

- Water and Wastewater Infrastructure Assessment
- Streets Infrastructure Assessment
- Drainage Infrastructure Assessment

Each assessment will include an inventory of applicable infrastructure assets and segments, condition and risk classifications based on measurable engineering criteria, identification of existing and future infrastructure needs, and preliminary cost estimates for recommended improvements.

The engineering firm shall establish operationalized assessment criteria and methodologies, subject to approval by the City Engineer or designated representative before implementation.

The solicitation will also provide separately priced Geographic Information System (GIS) reconciliation and validation services for each infrastructure component.

Firms may submit qualifications for individual components or the comprehensive engagement encompassing all three. Following qualifications-based selection, the City will negotiate individual assessment costs, optional GIS service fees, and comprehensive package pricing, including potential cost efficiencies.

This structure will allow City Council to consider proceeding with one, multiple, or all three assessments based on negotiated costs and available funding.

The assessments will serve as the technical foundation for the City's future 10-Year Capital Improvement Plan (CIP). Development, financing, and implementation of the CIP will remain separate City responsibilities.

The procurement will follow a qualifications-based selection process with subsequent fee negotiations in accordance with Texas Government Code Chapter 2254.

BUGETED: Solicitation Only **FUND:** _____ **ACCT. #:** _____

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

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval JPT

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

ATTACHMENT A

REQUEST FOR QUALIFICATIONS (RFQ)

Comprehensive Infrastructure Condition, Risk & Growth Assessment

City of Mission, Texas

I. Purpose and Objectives

The City of Mission seeks qualified professional engineering firms to conduct comprehensive condition, risk, and growth assessments of its water and wastewater, street, and drainage infrastructure.

The objective is to establish a complete inventory of applicable City-owned or City-maintained infrastructure, evaluate existing conditions and associated risks, and identify improvements required because of infrastructure deterioration, operational deficiencies, capacity limitations, or anticipated growth.

The assessments shall provide an engineering-supported foundation for the City's future 10-Year Capital Improvement Plan (CIP). The development, financing, and implementation of the CIP will remain the responsibility of the City.

The solicitation shall provide for three independently selectable assessments, optional GIS reconciliation services, and a comprehensive assessment encompassing all three infrastructure categories.

II. Infrastructure Assessment Components

Component A — Water and Wastewater Infrastructure

The assessment shall encompass applicable City-owned or City-maintained water and wastewater infrastructure, including:

- Water transmission and distribution lines.
- Wastewater collection mains, interceptors, and force mains.
- Water valves, hydrants, and associated distribution infrastructure.
- Wastewater manholes and collection facilities.
- Lift stations, booster stations, and pumping systems.
- Water and wastewater treatment plants and major associated equipment.
- Elevated and ground storage facilities.
- Other assets essential to water and wastewater system operations.

Pipelines shall be inventoried by identifiable segments using consistent engineering segmentation rules.

The consultant shall evaluate infrastructure condition, potential failures, system reliability, existing and projected capacity, and improvements required to accommodate anticipated growth.

The inventory shall identify pipe and applicable equipment material, including asbestos-cement, vitrified clay, PVC, cast iron, ductile iron, concrete, HDPE, or other relevant materials. Each entry shall distinguish field-verified, documented, and inferred attributes.

Component B — Streets Infrastructure

The assessment shall encompass City-owned or City-maintained streets and associated roadway infrastructure, including:

- Roadway pavement and structural conditions.
- Pavement deterioration and rehabilitation requirements.
- Roadway reconstruction and replacement needs.
- Roadway safety, capacity, and connectivity.
- Improvements required to accommodate existing and future development.
- Coordination opportunities with water, wastewater, and drainage infrastructure.

Roadways shall generally be evaluated by intersection-to-intersection segments, with additional segmentation where infrastructure characteristics or conditions materially differ.

Record roadway material and pavement type, including asphalt, concrete, and other applicable surface or base materials where reasonably ascertainable, together with source and confidence information.

For each roadway segment, record the measured or reasonably estimated pavement width (feet), travel-lane configuration, and estimated pavement thickness (inches), and where reasonably ascertainable the base/subbase thickness and construction type. Identify the measurement or estimate source (e.g., field measurement, as-built drawings, construction records, coring or other engineering evidence), method used, and confidence level. Do not present an unverified thickness estimate as a field-verified measurement; specify any additional investigation required to confirm it.

Component C — Drainage Infrastructure

The assessment shall encompass applicable City-owned or City-maintained drainage infrastructure, including:

- Storm drainage collection systems.
- Drainage pipes, channels, ditches, and culverts.
- Stormwater inlets, junctions, and outfalls.
- Detention and retention facilities.
- Drainage conveyance infrastructure.
- Existing drainage deficiencies and flooding risks.
- System capacity and improvements required for anticipated growth.

Drainage systems shall be evaluated by appropriate asset or conveyance segments using a consistent engineering methodology.

Record material or construction type for each applicable drainage segment or structure (such as reinforced concrete, metal, HDPE, earthen or lined channel), including the basis of determination.

III. Common Base Assessment Requirements

The following requirements shall apply to each authorized infrastructure assessment.

Task 1 — Comprehensive Infrastructure Inventory

The consultant shall establish a comprehensive inventory of all applicable City-owned or City-maintained infrastructure within the authorized assessment component.

The inventory shall include assets regardless of whether they require rehabilitation, replacement, or expansion.

Every applicable asset or segment shall be documented, including infrastructure determined to be in satisfactory condition.

Each asset record shall include, as applicable:

- Unique asset or segment identification number.
- Asset classification and location.
- Available physical and operational characteristics.
- Condition classification.
- Risk classification.
- Supporting assessment information and confidence level.
- Recommended improvement or maintenance determination.

Additional asset fields shall include construction material/type, installation or rehabilitation year when known, record source, ownership or maintenance responsibility, and whether information was field verified, documented, or inferred.

The consultant shall review existing City records, GIS information, engineering documentation, and appropriate field observations to establish the inventory.

The consultant shall coordinate with the City’s Finance personnel to review relevant fixed-asset and capital-asset inventories and seek verification of material differences in asset existence, classification, ownership, and location. This coordination shall support asset verification without turning the engagement into a financial audit.

The consultant shall identify missing or undocumented assets discovered during the assessment.

A complete inventory and risk screening of applicable assets is required. The consultant shall specify the proposed extent of physical inspections, testing, and engineering verification in its methodology. Where direct examination of concealed or underground infrastructure is impractical, defensible alternative assessment methods may be used in accordance with the City-approved methodology.

For purposes of Task 1, “City-approved methodology” means the consultant-developed inventory, segmentation, source-reliability, inspection-coverage, and condition/risk protocol submitted under Task 2 and approved by the City Engineer or designee. No preexisting City scoring standard is presumed. The consultant shall propose these protocols at project initiation.

Task 2 — Establishment of Operationalized Condition and Risk Assessment Criteria

The consultant shall develop and establish objective, measurable, and operationalized criteria for evaluating infrastructure conditions and associated risks.

The consultant shall recommend an appropriate assessment methodology for each infrastructure category based on professional engineering judgment, recognized practices, and the characteristics of the City's infrastructure systems.

The methodology shall, at a minimum:

- Establish clearly defined condition classifications, such as Excellent, Good, Fair, Poor, and Critical, or another professionally justified classification system.
- Define measurable criteria and evidence requirements for assigning each classification.
- Establish consistent scoring rules, decision thresholds, and documentation procedures.
- Distinguish infrastructure condition from likelihood of failure, consequences of failure, and overall risk.
- Define assessment confidence levels and acceptable methods of evaluating assets where direct inspection is not practical.
- Establish standardized procedures to promote consistent application among engineering evaluators.
- Define procedures for addressing incomplete information and unresolved conditions.
- Establish quality assurance and validation requirements.

The proposed methodology shall be documented in an Assessment Methodology and Scoring Protocol and submitted for review and approval by the City Engineer or designated City representative before full implementation.

The consultant shall demonstrate how the criteria will be applied through a representative sample of infrastructure assets or segments before completing the full assessment.

Material modifications to the approved methodology shall require additional City approval.

The same City-approved protocol shall define explicit thresholds and operationalized scoring or disclosure rules for high-risk assets, areas with significant anticipated growth, capacity shortfalls, and locations subject to both existing risk and projected growth.

Unknown or Unverified Classifications

The City expects the consultant to perform sufficient investigation to assign a defensible classification to substantially all applicable infrastructure assets and segments.

Unknown or Unverified classifications shall only be used when supported by a specific, technically reasonable, and documented justification.

Such classifications shall not be used merely because existing City records are incomplete, an asset is difficult to access, or reasonable verification activities required by the approved methodology have not been completed.

For each proposed exception, the consultant shall document:

- The specific information preventing a reliable classification.
- Available evidence and records reviewed.
- Investigative or verification efforts undertaken.
- Technical or physical limitations encountered.
- Alternative assessment methods considered.

- Further actions necessary to resolve the uncertainty.
- Potential risk associated with the unresolved condition.

The consultant shall maintain an exception register identifying all proposed Unknown or Unverified assets.

The consultant shall recommend an acceptable maximum unresolved classification rate for each infrastructure component, supported by its proposed methodology and subject to approval by the City Engineer or designated representative.

The City may require additional reasonable investigation where unresolved classifications result from inadequate application of the approved methodology.

No asset shall automatically receive a Good condition rating solely because deficiencies have not been documented.

Task 3 — Infrastructure Risk Assessment

The consultant shall apply the approved methodology to evaluate infrastructure risks, considering:

- Asset condition and deterioration.
- Likelihood of failure.
- Consequences of failure.
- Public safety implications.
- Operational and regulatory requirements.
- Service reliability.
- Existing capacity limitations.
- Critical infrastructure dependencies.

Each applicable asset or segment shall receive a documented risk classification.

The consultant shall distinguish assets requiring immediate attention, near-term improvements, longer-term improvements, and continued routine maintenance or monitoring.

Risk classifications shall be supported by documented engineering findings and the approved scoring methodology.

Provide separate asset-level and geographic disclosures of (i) high-risk assets and concentrations, (ii) high-growth or projected capacity-deficit areas, and (iii) combined high-risk/high-growth areas, showing the basis for each classification and including assets regardless of whether a capital project is recommended.

Task 4 — Future Growth and Development Assessment

The consultant shall evaluate infrastructure improvements necessary to accommodate anticipated population growth, economic development, land development, and increased infrastructure demand.

The assessment shall incorporate multiple planning and development sources rather than relying exclusively on the City's Future Land Use Map.

The adopted Future Land Use Map (FLUM) shall serve as the primary spatial planning framework for growth screening; the consultant shall validate and supplement FLUM assumptions through the other listed sources and consultations.

The consultant shall coordinate with relevant City personnel and evaluate available planning, development, and infrastructure information, as applicable. Such evaluation may include, but shall not be limited to, the following sources:

A. Planning & Zoning

- Comprehensive Land Use Plan and Future Land Use Map.
- Existing zoning and anticipated zoning changes.
- Approved and pending subdivisions, plats, and development applications.
- Existing and proposed development patterns.
- Residential, commercial, and industrial development activity.
- Potential annexation areas and development corridors.
- Infrastructure needs identified through planning and development review.

B. Economic Development

- Existing and anticipated economic development projects.
- Major commercial and industrial developments.
- Approved development agreements and known infrastructure obligations.
- Anticipated employment centers and development activity.
- Available economic development projections and infrastructure demand information.

C. Tax Increment Reinvestment Zones (TIRZ)

- Existing TIRZ project and financing plans.
- Approved and anticipated TIRZ infrastructure improvements.
- Planned development within applicable TIRZ boundaries.
- Opportunities to coordinate capital improvements with TIRZ projects.

D. Additional Planning and Infrastructure Sources

- Existing City infrastructure master plans and engineering studies.
- Approved capital improvements and projects under construction.
- Utility capacity and demand information.
- Population and development projections.
- Building permits and development activity.
- Regional transportation, drainage, and infrastructure plans.
- Consultation with relevant City departments, utilities, and infrastructure stakeholders.

The consultant shall evaluate available development information collectively to identify locations where future growth may require infrastructure rehabilitation, additional capacity, extensions, or expansion.

The consultant shall distinguish:

- Improvements required because of existing infrastructure conditions.
- Improvements required primarily because of anticipated growth.
- Improvements addressing both existing conditions and future growth.

Projected development assumptions and material uncertainties shall be documented.

Task 5 — Recommended Capital Improvements

The consultant shall prepare an engineering-supported inventory of recommended capital improvements for each infrastructure component.

Each recommended improvement shall include:

- Unique project identification number.
- Project description and location.
- Existing condition and risk classification.
- Identified deficiency, capacity limitation, or growth-related need.
- Engineering justification for the improvement.
- Recommended corrective action, rehabilitation, replacement, or expansion.
- Preliminary planning-level cost estimate.
- Recommended priority and urgency.

1. Supporting engineering information and relevant assumptions.

Assets that do not require capital improvements shall remain in the infrastructure inventory with the appropriate condition, risk, and maintenance classifications.

The consultant shall deliver TWO separate, linked datasets: (1) the full inventory of every assessed asset or segment, with condition, risk, confidence, and growth-related indicators; and (2) the recommended capital improvement candidate register.

The City shall be able to select additional assets or projects for its CIP, including high-risk or high-growth assets omitted from the engineer's recommended list.

The proposed project prioritization and selection methodology shall include documented, operationalized eligibility and ranking criteria approved by the City Engineer or designee. Identify and explain why a high-risk or high-growth asset was not included in the recommended capital project register.

The consultant shall identify cross-system coordination opportunities in the BASE assessment, including opportunities to combine street, water, wastewater, and drainage improvements by location or time frame to avoid duplicative excavation, restoration, construction disruption, or cost.

Task 6 — Base GIS Inventory Cross-Reference

The consultant shall review the City-provided GIS infrastructure information for the limited purpose of determining whether each inventoried asset or segment is represented in the City's existing GIS records.

Each asset shall be identified as:

- Mapped: Asset represented in the City's GIS.
- Not Mapped: Asset not identified in the City's GIS.
- Requires Review: A reliable match cannot be established, with the reason documented.

The consultant shall provide an inventory of missing or unmatched GIS assets.

This task shall be limited to determining GIS inventory coverage and documenting discrepancies.

Comprehensive GIS corrections, spatial verification, attribute reconciliation, database restructuring, and GIS data updates shall not be required under the base assessment and shall instead be addressed through the separately priced optional GIS reconciliation services.

Task 7 — City Staff, Finance, and Financial-Advisor Coordination

Coordinate during assessment development with City Engineering, Public Works, Finance, Planning & Zoning, Economic Development, and other designated staff to verify asset records and align inventories, risk findings, growth forecasts, and capital project recommendations.

Coordinate with the City and its financial advisor to supply technical project descriptions, planning-level cost estimates, urgency, candidate project groupings, and anticipated sequencing for the City's bond-financing evaluations and potential CIP incorporation. The consultant shall not prepare the City's adopted CIP, financing plan, or bond schedules unless separately authorized.

Provide meeting records, data files, and reconciliation logs necessary for staff to independently select and incorporate other high-risk and growth-related projects in the City-led CIP.

IV. Optional GIS Reconciliation and Validation Services

GIS reconciliation shall be offered as a separately priced service for each infrastructure assessment component.

The objective is to improve the completeness, accuracy, consistency, and long-term integrity of the City's GIS infrastructure records.

Task 1 — GIS Data Assessment

The consultant shall evaluate existing GIS infrastructure records, including:

- Completeness and accuracy of asset information.
- Existing GIS attribute structures.
- Asset identification and classification practices.
- Spatial data quality.
- Network connectivity and topology, where applicable.
- Historical changes to attribute definitions or data collection methods.
- Current data validation and maintenance procedures.

Task 2 — Establishment of Operationalized GIS Data Standards

The consultant shall develop and recommend a robust GIS reconciliation methodology with operationalized, measurable, and repeatable data standards.

The methodology shall establish:

2. Standardized infrastructure asset identifiers and classifications.
3. Recommended required and optional GIS attributes.
4. Consistent attribute definitions and acceptable values.
5. Standardized naming conventions and units of measurement.
6. Spatial accuracy and field verification standards.
7. Data collection, entry, validation, and correction procedures.
8. Network connectivity and topology requirements, where applicable.
9. GIS quality-control and data-integrity standards.
10. Procedures for reconciling historical attribute differences.
11. Recommended future GIS data management procedures.

The consultant shall recommend the most appropriate GIS data structure and attribute standards considering the City's existing GIS environment, infrastructure management requirements, and future capital planning needs.

The recommended GIS schema shall be expressly designed for use within the City's existing Esri ArcGIS environment, including documented field names, permissible values, unique identifiers, relationship rules, and reliable treatment of changed historical attributes.

The proposed GIS methodology and data standards shall be submitted for approval by the City Engineer or designated representative before implementation.

Task 3 — Historical GIS Attribute Reconciliation

The consultant shall evaluate changes in GIS attribute definitions, classifications, and data collection practices over time.

Where inconsistencies exist, the consultant shall establish operationalized criteria and documented conversion rules to reconcile historical records with the approved current standards.

The assessment shall include:

- Identification of inconsistent historical attributes.
- Development of a standardized GIS attribute data dictionary.
- Documented conversion or mapping rules.
- Identification of incomplete or conflicting records.
- Preservation of original source information and relevant data history.
- Documentation of assumptions and reconciliation decisions.

Historical records shall not be overwritten or modified without appropriate documentation and preservation of the original information.

Task 4 — GIS Verification and Reconciliation

Following approval of the methodology, the consultant shall:

- Validate applicable asset locations and attributes.
- Identify and correct missing, duplicate, or inaccurate records.
- Reconcile asset identification numbers.
- Verify applicable network connections.
- Correct GIS information using approved data standards.
- Document all material corrections.
- Identify unresolved discrepancies requiring further investigation.

The consultant shall specify the proposed verification techniques, coverage, accuracy requirements, and any specialized investigation necessary to complete the work.

Task 5 — GIS Quality Assurance and Data Integrity

The consultant shall develop and implement a documented GIS quality assurance process that includes:

- Verification of required attribute completeness.
- Consistency testing.
- Duplicate and conflicting record identification.
- Validation against approved attribute standards.
- Documentation of sources and corrections.
- Identification of unresolved data-quality concerns.
- Quality-control review of final deliverables.

The consultant shall provide recommendations for maintaining reliable, consistent, and auditable GIS infrastructure records.

Task 6 — GIS Standard Operating Procedures and Staff Training

Develop City-specific written Standard Operating Procedures (SOPs) covering asset creation, field verification, GIS editing, attribute entry, change approval, quality control, audit trails, exception resolution, and periodic data maintenance in ArcGIS.

Provide role-appropriate hands-on ArcGIS training to City GIS, Engineering, Public Works, and Finance personnel, including user and administrator guides, practical exercises, training materials, and a documented knowledge-transfer session. State the number and duration of sessions in the negotiated GIS scope.

Supply operational handoff documentation and recommendations for ongoing stewardship, data integrity, and auditability of the GIS asset database.

V. Comprehensive Assessment Option

The City may authorize all three base assessments under a single comprehensive engagement.

The consultant shall integrate the findings using consistent engineering criteria and provide a consolidated infrastructure condition, risk, and growth assessment.

The comprehensive assessment shall include:

- A unified inventory of infrastructure needs across all three categories.
- Consistent risk classifications and prioritization standards.
- Identification of improvements driven by existing deficiencies.
- Identification of improvements required for anticipated growth.
- Opportunities to coordinate street, water, wastewater, and drainage improvements.
- Preliminary cost estimates.
- A consolidated listing of recommended capital improvements.

The City may also authorize comprehensive GIS reconciliation under a separately negotiated scope and fee.

The consultant shall not be responsible for developing the City's 10-Year CIP, annual capital budgets, bond issuance schedules, or debt-service projections.

Nonetheless, the consultant shall participate in appropriate technical coordination with City staff and its financial advisor to support evaluation of capital project candidates and prospective bond-financing packages, without undertaking the City’s financial-advisor role.

VI. Required Deliverables

A. Base Assessment Deliverables

Each authorized assessment shall include:

- Comprehensive infrastructure asset and segment inventory.
- City-approved Assessment Methodology and Scoring Protocol containing operationalized condition and risk criteria.
- Asset-level condition and risk classifications.

- Supporting assessment evidence and confidence levels.
- Unknown or Unverified exception register.
- Existing infrastructure deficiency assessment.
- Future growth and development assessment.
- Prioritized capital improvement recommendations.
- Preliminary project cost estimates.
- GIS asset inclusion and omission report.
- Final engineering assessment report and executive presentation.

Additional minimum base deliverables: asset material/type and verification-source fields; complete risk and growth register (including nonrecommended assets); separate mapped high-risk, high-growth and combined-priority areas; explanation of recommended-project selection and exclusions; cross-system coordination opportunities; Finance asset-verification reconciliation notes; and technical information for City CIP and bond-financing analysis.

B. Optional GIS Reconciliation Deliverables

Each authorized GIS component shall include:

- GIS assessment and reconciliation methodology.
- City-approved GIS data and attribute standards.
- Standardized GIS attribute data dictionary.
- Historical attribute reconciliation rules and documentation.
- Updated GIS infrastructure datasets.
- GIS quality assurance and data-integrity report.
- Documentation of data corrections and unresolved discrepancies.
- Recommended ongoing GIS data maintenance procedures.

Additional minimum GIS deliverables: updated ArcGIS-compatible layers and data; approved SOPs and change-control procedures; staff/user and administrator training, attendance and knowledge-transfer materials; and an audit-ready data dictionary, reconciliation log, and quality-control package.

All deliverables shall be provided in appropriate electronic formats, including editable project records and data compatible with the City's existing systems.

The City shall retain access to the complete final project inventory, associated assessment records, and approved deliverables for continued municipal use.

VII. Qualifications Submission and Pricing Structure

The City shall solicit Statements of Qualifications (SOQs) from professional engineering firms for individual infrastructure assessments or the comprehensive engagement.

A. Qualifications Submission Requirements

Firms shall submit:

- Firm background and relevant municipal engineering experience.
- Identification of the assessment components for which qualifications are submitted.
- Proposed technical approach for establishing operationalized condition and risk assessment criteria.
- Proposed methods for inventorying and assessing infrastructure assets.
- Approach to obtaining reliable classifications and minimizing unresolved conditions.
- Proposed approach to future growth and development assessment.
- GIS capabilities and proposed reconciliation methodology, where applicable.
- Qualifications of assigned personnel and relevant professional registrations.
- Project management approach and proposed implementation schedule.
- References and examples of comparable municipal engagements.

Firms shall demonstrate their ability to establish and consistently apply measurable and reproducible assessment criteria.

B. Mandatory Negotiated Pricing

Following qualifications-based selection, the selected firm or firms shall submit a detailed cost proposal for the applicable services.

Option	Service	Fee (post-selection)
A1	**Water & Wastewater — Base Assessment**	**$_____**
A1.i	Water & Wastewater — Full asset inventory and base GIS cross-reference (Tasks 1 & 6)	$_____
A1.ii	Water & Wastewater — Condition and risk evaluation, approved scoring protocol and verification (Tasks 2–3)	$_____
A1.iii	Water & Wastewater — Growth and capital-project candidate analysis, preliminary costs and coordination (Tasks 4–5 & 7)	$_____
A2	**Water & Wastewater — Optional GIS Reconciliation**	**$_____**
B1	**Streets — Base Assessment**	**$_____**
B1.i	Streets — Full segment inventory, roadway width/thickness attributes and base GIS cross-reference (Tasks 1 & 6)	$_____
B1.ii	Streets — Condition and risk evaluation, approved scoring protocol and verification (Tasks 2–3)	$_____
B1.iii	Streets — Growth and capital-project candidate analysis, preliminary costs and coordination (Tasks 4–5 & 7)	$_____
B2	**Streets — Optional GIS Reconciliation**	**$_____**
C1	**Drainage — Base Assessment**	**$_____**
C1.i	Drainage — Full asset inventory and base GIS cross-reference (Tasks 1 & 6)	$_____
C1.ii	Drainage — Condition and risk evaluation, approved scoring protocol and verification (Tasks 2–3)	$_____
C1.iii	Drainage — Growth and capital-project candidate analysis, preliminary costs and coordination (Tasks 4–5 & 7)	$_____
C2	**Drainage — Optional GIS Reconciliation**	**$_____**
D1	**Comprehensive Base Assessment**	**$_____**
D2	**Comprehensive GIS Reconciliation**	**$_____**
D3	**Comprehensive Base Assessment + GIS Reconciliation**	**$_____**

Required pricing breakout: for each base assessment (A1, B1, C1), the total negotiated base fee shall equal the sum of its three separately identified work elements, with any shared management, quality control, reporting, and coordination costs identified and allocated without double counting. Optional GIS reconciliation fees (A2, B2, C2) shall remain separately priced. Combined alternatives (D1, D2, D3) shall identify the corresponding work elements and any efficiencies compared with the individual component totals. Pricing shall be requested only after qualifications-based selection.

To help manage affordability, the City may negotiate phased authorizations—for example, inventory first, followed by condition/risk assessment and then growth and capital-project candidate analysis—where technically feasible and approved by the City. Each phase shall have independently defined deliverables and a not-to-exceed cost; a phase not authorized shall not be deemed completed. Capital-project candidate analysis provides technical recommendations and cost estimates for the City-led CIP and does not require the consultant to prepare or adopt the 10-Year CIP.

The City expressly reserves the right, in its sole discretion and subject to the qualifications-based selection process, negotiated contract terms, available funding, and City Council approval, to select and authorize individual priced work phases on an à la carte basis (including A1.i–A1.iii, B1.i–B1.iii, and C1.i–C1.iii); one or more complete base assessments (A1, B1, C1); any optional GIS reconciliation service (A2, B2, C2); any combination of those options; or an entire comprehensive package (D1, D2, D3). The

City may defer or decline any unselected phase or option without an obligation to purchase the remainder. Independently authorized phases shall have stand-alone deliverables and not-to-exceed fees, and shall be performed only where technical prerequisites and data needed for that phase are satisfied or included in the negotiated scope.

The negotiated cost proposal shall identify:

- Professional fees and labor-hour estimates.
- Proposed level of effort and inspection coverage.
- Testing and investigation allowances, if applicable.
- Reimbursable expenses.
- Optional services and exclusions.
- Implementation schedules and payment milestones.
- Total not-to-exceed amounts.
- Any cost efficiencies associated with combined services.

The City may negotiate additional combinations of individual assessment components and associated GIS services.

Pricing shall be mandatory during negotiations but shall not be submitted or evaluated during the initial qualifications-based selection stage.

The City reserves the right to recommend one, multiple, or all three infrastructure assessments and applicable optional GIS services based on qualifications, negotiated costs, funding availability, and City Council approval.

VIII. Qualifications Evaluation and Contract Award

The City shall evaluate Statements of Qualifications using the following criteria:

Evaluation Criteria	Weight
Relevant municipal infrastructure assessment experience	25%
Proposed technical methodology and approach	30%
Qualifications and experience of assigned personnel	20%
GIS capabilities, data management, and quality-control experience	15%
Project management approach and proposed schedule	10%
Total	100%

Qualifications may be evaluated separately for individual assessment components and the comprehensive engagement.

The City shall select the most highly qualified firm for the applicable professional engineering services and subsequently negotiate fair and reasonable compensation in accordance with Texas Government Code Chapter 2254.

If satisfactory terms cannot be reached, negotiations shall be formally terminated before proceeding to the next-highest-qualified firm.

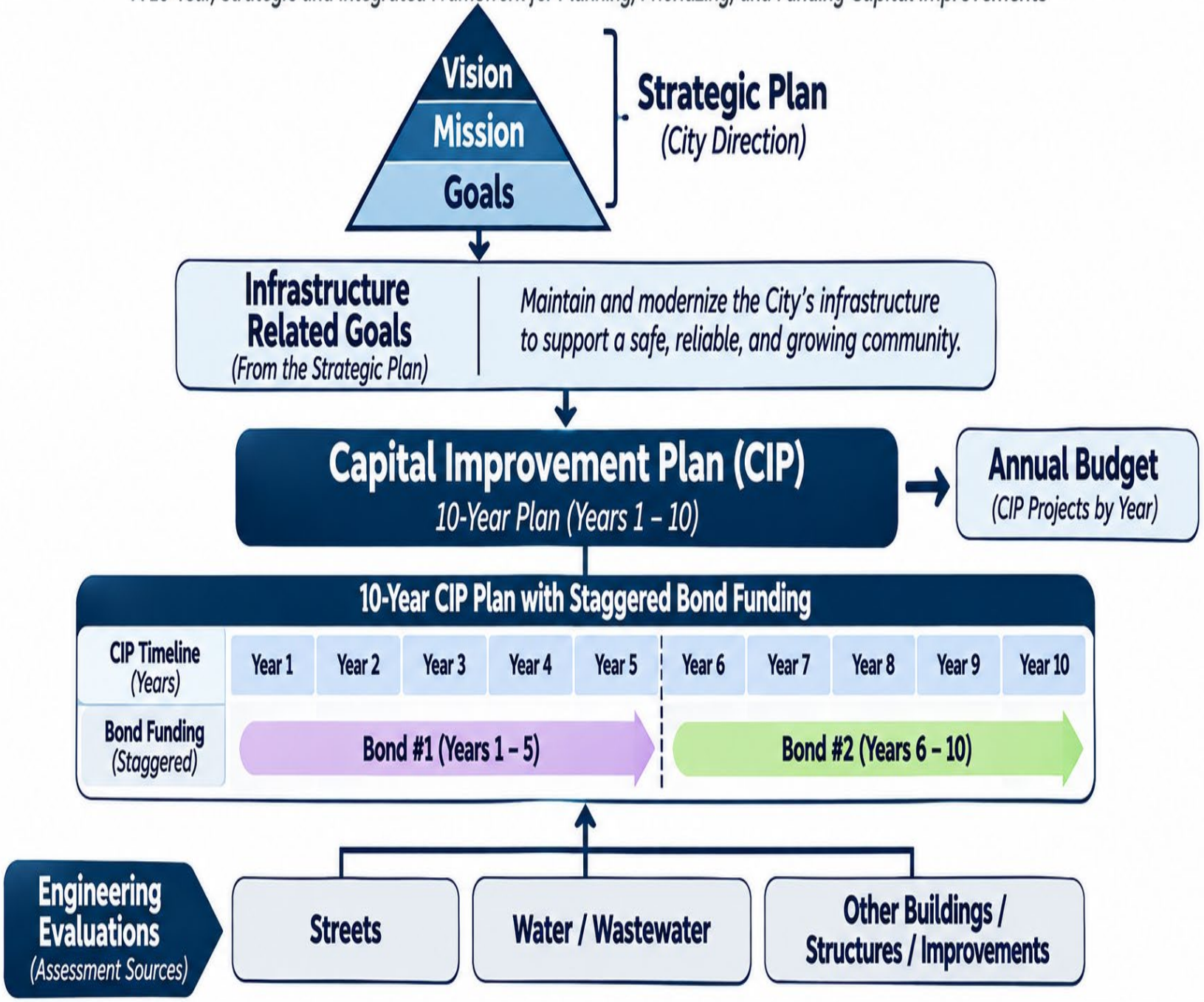
The final recommended scope, negotiated fees, proposed funding sources, and professional-services contract shall be presented to City Council for consideration and approval.

No professional-services contract shall be recommended for award without a complete negotiated pricing schedule and identified funding sources.

The award recommendation shall identify the proposed 2021 and 2025 Certificates of Obligation (CO) funding allocation by component, confirmation by Finance that sufficient funds are available and uncommitted, and the required budget amendment because the services are not currently budgeted. No contract expenditure shall be authorized before the necessary budget amendment and City Council approval.

Capital Improvement Plan (CIP) – Conceptual Model

A 10-Year, Strategic and Integrated Framework for Planning, Prioritizing, and Funding Capital Improvements



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

PRESENTED BY: Anna Carrillo, City Secretary

AGENDA ITEM: Discussion and action regarding approval of Ordinance # _____ of the City Council of the City of Mission, Texas, Amending Chapter 66, "Offenses," of the City of Mission Code of Ordinances by adding Article V, "Electioneering at City-Owned or Controlled Polling Places"; Amending Chapter 86, "Signs," relating to temporary signs at polling places; repealing Ordinance No. 5863 providing regulations consistent with The Texas Election Code; providing for political signs, canopies, vehicles, access, safety, sound, food and beverages, and removal of electioneering materials – Carrillo

NATURE OF REQUEST:

- Designated Electioneering Areas: All campaign workers and individuals engaging in electioneering must remain within their designated canopy or tent area. Activities outside these boundaries are prohibited, except as permitted by law.
- Parking and Traffic Restrictions: Electioneering is prohibited in parking spaces and vehicular traffic areas. Campaign activities must not obstruct traffic, voter access, pedestrian walkways, or public safety.
- Official Electioneering Maps: Maps identifying designated electioneering areas at Bannworth Park and Mission Parks and Recreation will be included. Maps will also be provided for any additional City-owned polling locations before voting begins.
- Crowd-Control fences: The City will install crowd control fences to clearly establish electioneering boundaries. Campaign workers must remain within these boundaries and may not move or alter barricades.
- Compliance with Designated Areas: All candidates, political organizations, and campaign workers must comply with the designated electioneering areas shown on the official maps.
- Map Modifications: City Administration may adjust designated areas for public safety, traffic flow, accessibility, or voting operations. Changes must be applied fairly and uniformly.
- Political Sign Restrictions: Political signs shall not exceed 4 feet by 8 feet in size or 6 feet in height.
- Removal of Political Signs: All political signs and supporting materials must be removed within 24 hours after Election Day. The City may remove remaining materials and charge the responsible candidate for removal costs, including employee labor.

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

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

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AMENDING CHAPTER 66, "OFFENSES," OF THE CITY OF MISSION CODE OF ORDINANCES BY ADDING ARTICLE V, "ELECTIONEERING AT CITY-OWNED OR CONTROLLED POLLING PLACES"; AMENDING CHAPTER 86, "SIGNS," RELATING TO TEMPORARY SIGNS AT POLLING PLACES; REPEALING ORDINANCE NO. 5863; PROVIDING REGULATIONS CONSISTENT WITH THE TEXAS ELECTION CODE; PROVIDING FOR POLITICAL SIGNS, CANOPIES, VEHICLES, ACCESS, SAFETY, SOUND, FOOD AND BEVERAGES, AND REMOVAL OF ELECTIONEERING MATERIALS; PROVIDING A PENALTY; PROVIDING FOR CODIFICATION, PUBLICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Mission recognizes and respects the right of persons to engage in lawful political expression and electioneering; and

WHEREAS, the Texas Election Code establishes areas around polling places in which electioneering is prohibited and authorizes the governmental entity that owns or controls a public building used as a polling place to adopt reasonable regulations concerning the time, place, and manner of electioneering on the premises outside those areas; and

WHEREAS, the City Council finds that reasonable regulations are necessary to protect voter access, pedestrian and traffic safety, accessibility, fire and emergency access, voting operations, and City property; and

WHEREAS, the City Council intends that lawful electioneering remain permitted outside the areas where electioneering is prohibited by state law, subject to reasonable, content-neutral regulations; and

WHEREAS, the City Council desires to simplify and codify the City's electioneering regulations and repeal prior ordinances governing the same subject;

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

SECTION 1. AMENDMENT OF CHAPTER 66.

Chapter 66, "Offenses," of the City of Mission Code of Ordinances is amended by adding Article V, "Electioneering at City-Owned or Controlled Polling Places," to read as follows:

ARTICLE V. ELECTIONEERING AT CITY-OWNED OR CONTROLLED POLLING PLACES

Sec. 66-151. Purpose and Applicability.

(a) This article establishes reasonable, content-neutral regulations governing electioneering and the placement of electioneering materials on City-owned or City-controlled property being used as an early voting or Election Day polling place.

(b) Nothing in this article shall be construed to prohibit lawful electioneering outside the areas where electioneering is prohibited by the Texas Election Code.

(c) The Texas Election Code, including Sections 61.003, 61.004, 64.009, and 85.036, shall control in the event of a conflict between this article and state law.

Sec. 66-152. Electioneering-Free Areas.

(a) Electioneering is prohibited on city-owned property within the areas established by the Texas Election Code, in addition to:

1. The area within one hundred (100) feet of the entrance to a polling place;
2. The area within twenty (20) feet of the boundary of a designated curbside-voting parking space, and
3. Outside City-designated electioneering areas as further described in subsection (e) of this section.

(b) The distance markers placed by election officials shall control the location of the electioneering-free areas.

(c) Outside the areas described in subsection (a), lawful electioneering, including holding hand-held signs and distributing political literature, is permitted, provided the activity complies with this article and other applicable law.

(d) Individuals engaging in electioneering activities on City property shall remain within the designated electioneering space where their respective candidate's, political parties, political action committees, or political organization's canopy or tent is located. The designated electioneering space shall be limited to the area occupied by the canopy or tent. Parking spaces and areas designated for vehicular traffic shall not be used for electioneering purposes**,** including approaching vehicles, distributing campaign materials, displaying political signs, or soliciting voters. Electioneering activities shall not extend beyond the designated canopy or tent area or interfere with pedestrian or vehicular traffic, voter access, parking, public safety, or the activities of other candidates or organizations. Except as otherwise permitted by applicable state or federal law.

(e) **Designated Electioneering Areas and Official Maps.** The designated electioneering areas for Bannworth Park and the City of Mission Parks and Recreation facility shall be identified on the maps attached hereto as **Exhibit "A"**, incorporated herein by reference and made a part of this ordinance. Such maps shall identify the specific areas where canopies, tents, and electioneering activities are permitted.

For any additional City-owned facility or property designated as a polling location in future elections, the City shall prepare and provide a map identifying the designated electioneering areas prior to the commencement of early voting or Election Day, whichever is applicable.

The City shall place crowd-control fences in front of the designated electioneering areas to clearly identify and establish the boundaries of the areas where electioneering activities are permitted. All individuals engaging in electioneering activities shall remain within the designated boundaries and shall not move, remove, or alter any crowd control fences placed by the City. Crowd control fences shall be positioned so as not to obstruct pedestrian or vehicular traffic, voter access, accessible routes, emergency access, or voting operations.

All candidates, political parties, political action committees, political organizations, and individuals engaging in electioneering activities shall comply with the designated areas identified on the applicable maps. Parking spaces shall not be designated or utilized for electioneering purposes.

The City Administration may update the maps as necessary to address public safety, traffic circulation, accessibility, emergency access, or voting operations, provided that any modifications are applied uniformly and without regard to political affiliation or viewpoint.

Sec. 66-153. Political Signs and Electioneering Materials.

(a) Political signs may be placed only in areas designated by the City for electioneering and may not obstruct voter access, traffic, accessibility, fire lanes, emergency access, or voting operations.

(b) Each candidate, political party, political action committee, or other political organization may place no more than one (1) political sign at a designated location.

(c) A political sign shall not exceed four feet by eight feet (4 ft. x 8 ft.) and shall not exceed 6 feet in height.

(d) Political signs, stakes, sandbags, supports, or other materials shall not be attached to or placed upon a City building, fence, tree, light pole, traffic-control device, City sign, or other City property.

(e) All political signs and materials used to secure or support a political sign shall be removed by the person or organization responsible for the sign within twenty-four (24) hours following Election Day. Any material not removed shall be subject to removal by the City and the candidate whose campaign it promotes shall be billed for the cost of public resources used to remove including but not limited to the hourly rate of the employees.

(f) The City may remove any political sign or electioneering material that violates this article or remains after the required removal period.

Sec. 66-154. Canopies and Temporary Structures.

(a) Each space may contain no more than one Canopy no larger than ten feet by ten feet (10 ft. x 10 ft.) Canopies may be placed only in areas designated by the City and may be placed no earlier than 12:00 noon on the day preceding the first day of voting at applicable polling locations unless otherwise authorized by the City and shall not obstruct voter access, accessible routes, fire lanes, emergency access, traffic, or voting operations.

(b) A canopy shall not have political signs, banners, feather flags, or other electioneering materials attached to, hanging from, or extending from the canopy.

(c) A screen-printed or otherwise branded canopy displaying political messaging shall not be considered a substitute for the permitted political sign.

(d) Canopies and all materials associated with them shall be removed within twenty-four (24) hours following Election Day.

Sec. 66-155. Vehicles and Parking.

(a) A vehicle displaying political signs or electioneering materials may not be parked or stationed on City-owned or City-controlled property for the purpose of electioneering.

(b) A vehicle may be present on City property for the purpose of dropping off or picking up voters, conducting official business, making a delivery, or conducting other lawful business.

(c) Vehicles shall not block or obstruct a polling place entrance, sidewalk, accessible route, fire lane, emergency access area, designated curbside-voting space, passenger-loading area, or active traffic lane.

(d) A vehicle dropping off or picking up a voter shall depart after the passenger has been safely loaded or unloaded, unless the vehicle is otherwise lawfully parked.

(e) Nothing in this section shall interfere with a voter's lawful transportation, curbside voting, or accessibility rights.

Sec. 66-156. Prohibited Physical Conduct; Sound; Food and Beverages.

(a) Physical obstruction and safety. No person shall:

1. Block or obstruct a sidewalk, accessible route, entrance, ramp, fire lane, emergency access area, designated curbside-voting space, passenger-loading area, or active traffic lane;
2. Stand or remain in an active traffic lane for the purpose of electioneering, solicitation, or distribution of materials;

(b) Prohibited equipment and objects. Feather flags, inflatables, balloons, or similar wind-driven objects are prohibited to be placed on the ground or attached to a canopy.

(c) Sound amplification. The use of a sound-amplification device or a vehicle equipped with a loudspeaker for political speech or electioneering is prohibited within one thousand (1,000) feet of a polling-place building during the period prohibited by Texas Election Code Section 61.004. Nothing in this section shall be construed to authorize conduct prohibited by state law.

During Voting Hours no private person may operate a loudspeaker, microphone, megaphone, sound truck, or other amplified-sound device on City owned property, without regard to the content of the sound.

(d) Food and beverages. Prepared food and nonalcoholic beverages may be distributed without charge, provided the distribution does not obstruct voter access, create a safety or sanitation hazard, or violate any applicable law. Cooking or heating food on City polling place premises is prohibited. Alcoholic beverages may not be distributed.

(e) Content-neutral enforcement. This section shall be enforced based on the conduct, location, physical characteristics, or safety impact of the activity and shall not be enforced based upon the candidate, political party, organization, message, or viewpoint being expressed.

Sec. 66-157. Removal and Correction of Violations.

(a) An authorized City employee shall identify the objective violation and provide the responsible person a reasonable opportunity, not less than thirty (30) minutes, to correct it. Notice may be verbal or written. If no responsible person is present, the City may attach a written notice to the Temporary Object and may relocate or remove the object if the violation is not corrected within thirty (30) minutes.

(b) An authorized City employee may direct immediate correction, relocation, cessation, or removal, without a thirty-minute cure period, when conduct or an object:

(1) involves prohibited cooking, flame, fuel, or amplified sound; or

(2) materially obstructs a voter's access to voting, materially interferes with official election operations, or presents a true threat of unlawful violence.

Sec. 66-158. Offense and Penalty.

(a) A person who violates any provision of this article commits an offense.

(b) An offense under this article is punishable by a fine not to exceed Five Hundred Dollars ($500.00) for each offense, as authorized by applicable law.

(c) A person shall not be held responsible solely because the person's name, image, logo, candidacy, political affiliation, or message appears on a sign or other material. Responsibility must be established by evidence that the person placed, authorized, maintained, possessed, or controlled the material or conduct.

(d) Enforcement of this article shall be consistent with the United States Constitution, the Texas Constitution, the Texas Election Code, and other applicable law.

Sec. 66-159. Administration and Enforcement.

(a) The City Secretary shall administer the provisions of this article relating to designated electioneering areas and shall coordinate, as appropriate, with election officials. The City Secretary shall provide and distribute maps identifying the areas designated for electioneering and the locations where political signs and canopies may be placed at each City-owned or City-controlled polling place.

(b) The Code Enforcement Department, Mission Police Department, other authorized City personnel may enforce the provisions of this article.

(c) Nothing in this article shall interfere with the authority of the early voting clerk, presiding election judge, or other election official under the Texas Election Code.

(d) Nothing in this article shall be construed to prohibit lawful electioneering outside the areas where electioneering is prohibited by state law.

Sec. 66-160. Severability and Applicable Law.

If any provision of this article is determined to be invalid or unconstitutional, such determination shall not affect the validity of the remaining provisions. This article shall be interpreted and enforced consistently with applicable federal and state law.

SECTION 2. AMENDMENT OF CHAPTER 86.

Section 86-42(d)(2) of the City of Mission Code of Ordinances is amended to provide that temporary political signs at polling places shall be removed within twenty-four (24) hours following Election Day, consistent with Chapter 66, Article V.

SECTION 3. REPEAL OF PRIOR ORDINANCES.

Ordinance Nos. 4878, 5236, and 5440, and any provisions of those ordinances governing electioneering at City-owned or City-controlled polling places, are hereby repealed in their entirety.

SECTION 4. CODIFICATION.

The City Secretary is authorized to forward this Ordinance to the City's official code codifier for inclusion in the City of Mission Code of Ordinances.

SECTION 5. SAVINGS.

The repeal of any prior ordinance shall not affect any violation, penalty, liability, or proceeding arising before the effective date of this Ordinance. Such matters shall be governed by the law in effect at the time the violation occurred.

SECTION 6. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. PUBLICATION.

The City Secretary shall cause the caption or title of this Ordinance, including the penalty provision, to be published in accordance with the City Charter and applicable law.

SECTION 8. EFFECTIVE DATE.

This Ordinance shall take effect upon publication as required by law and shall apply to conduct occurring on or after its effective date and to elections thereafter unless amended or repealed.

SECTION 9. REPEALER.

All ordinances or portions of ordinances in conflict with this Ordinance are repealed only to the extent of such conflict.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Mission, Texas, on this 10th day of November, 2026.

CITY OF MISSION, TEXAS

_____
Norie Gonzalez Garza, Mayor

ATTEST:

_____
Anna Carrillo, City Secretary

APPROVED AS TO FORM:

_____
Eden Ramirez, City Attorney

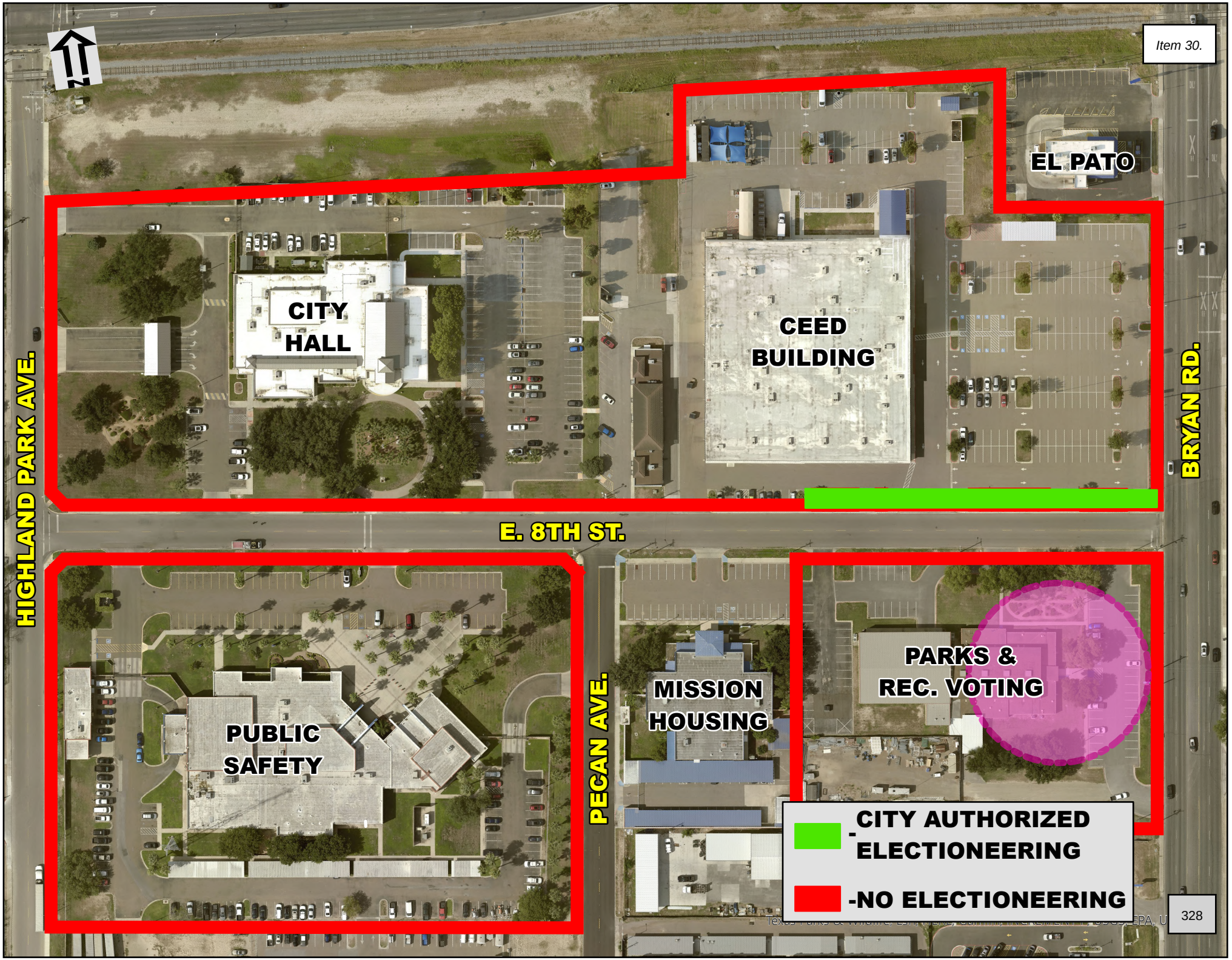
CERTIFICATE OF PUBLICATION

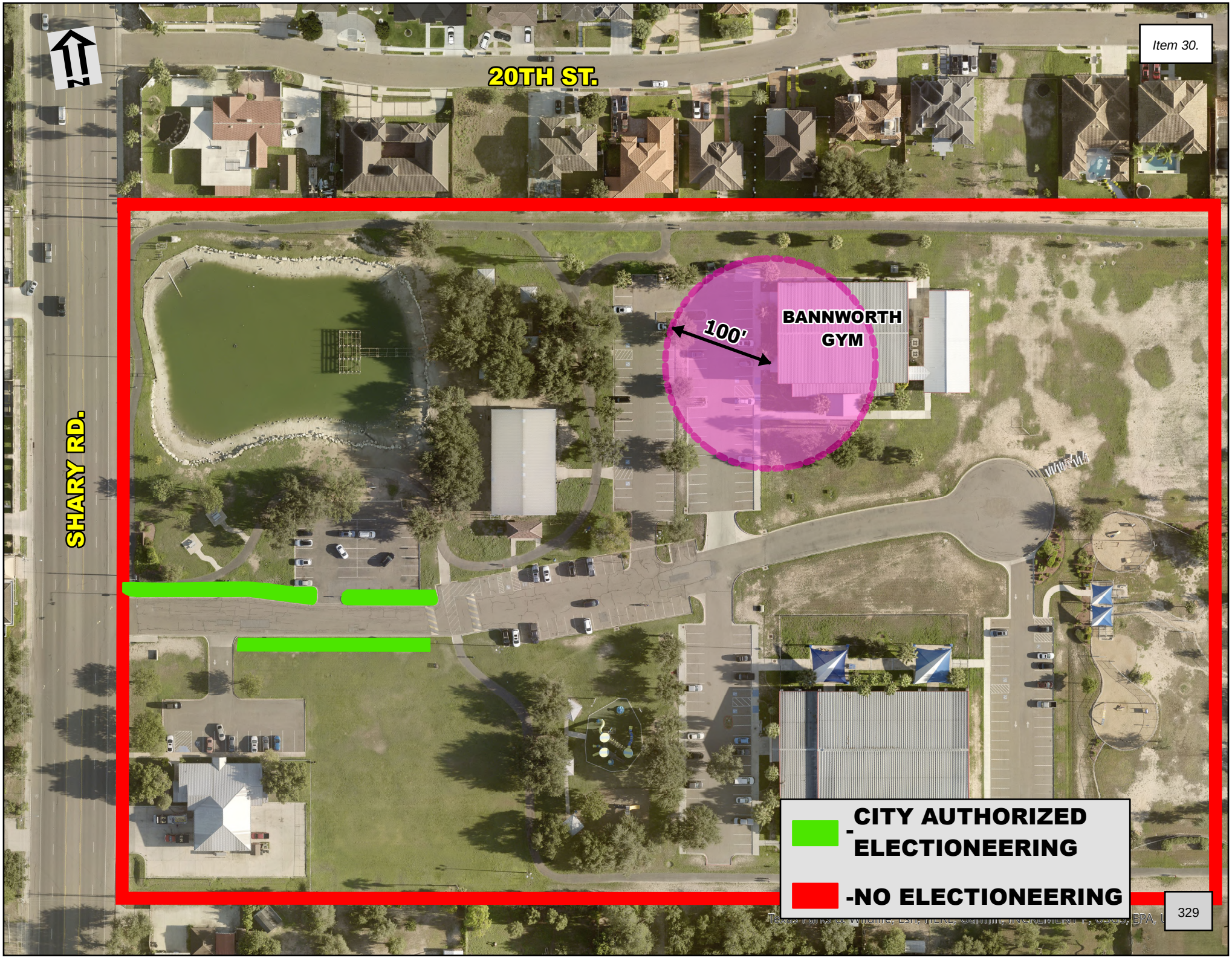
I certify that the caption or title of Ordinance No. _____, including the penalty provision, was published in accordance with the City Charter and applicable law.

_____
Anna Carrillo, City Secretary

Date of Publication: _____

Effective Date: _____


N
EL PATO
CITY HALL
CEED BUILDING
HIGHLAND PARK AVE.
BRYAN RD.
E. 8TH ST.
PUBLIC SAFETY
PECAN AVE.
MISSION HOUSING
PARKS & REC. VOTING
-CITY AUTHORIZED ELECTIONEERING
-NO ELECTIONEERING


20TH ST.
SHARY RD.
100'
BANNWORTH GYM
-CITY AUTHORIZED ELECTIONEERING
-NO ELECTIONEERING

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: November 10, 2026

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

AGENDA ITEM: TABLED 10/27/2026 - Consideration of approval in matters related to authorize the Mayor to sign an Annexation Service Agreement for the proposed annexation of a 3.3126 acre tract of land, being lots 2 & 3, Margot Estates Subdivision, located along the West side of Moorefield Road approximately 1,100 North of Mile 3 road. Applicant: Celso Gonzalez Construction Inc, Celso Gonzalez, President - Cervantes

NATURE OF REQUEST:
Enter Brief Overview Project Timeline:

- October 15, 2026 – Letter and signed Annexation Service Agreement submitted by the property owner.
- October 27, 2026 – Consideration of approval of the Annexation Service Agreement by the City Council.

Summary:

- Mr. Celso Gonzalez dba Celso Construction, Inc. is requesting the annexation of a 3.3126-acre tract of land, located along the West side of Moorefield Road approximately 1,100 feet North of Mile 3 Road.
- The developer is proposing to build a 24-lot subdivision for townhouses named Moorefield Manor Subdivision.
- The water for the subdivision will be provided by the Sharyland Water Supply Corporation and the sanitary sewer services will be provided by the City of Mission.
- The subdivision developer is interested in developing this subdivision within the Mission city limits and is requesting annexation.
- We have an agreement with the Sharyland Water Supply Corporation to collect the sewer revenues with their water billing. There will need to be a separate agreement approved by both entities for the city to maintain the subdivision fire hydrants.
- In the annexation service agreement, the city agrees to pay for the upsizing of a storm sewer line from 24 inches to 30 inches and agrees not to require a detention pond.
- Staff is seeking directions from the City Council for the requested waiver of $16,200.00 in required park fees
- The annexation would generate additional property taxes for the community

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval JPT

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

ANNEXATION SERVICE AGREEMENT

Pursuant to the provisions of V. T.C.A., Local Government Code Section 43.0672, in connection to the voluntary annexation of a 3.3126 acre tract of land, being lots 2 & 3, Margot Estates Subdivision, located along the West side of Moorfield Road approximately 1,100 feet North of Mile 3 Road, the owner of the land in the area and the City of Mission ("City"), collectively referred to herein as the "Parties", hereby enter into this written Annexation Service Agreement as follows:

A. Services to be provided on the effective date of annexation unless otherwise specified.

1. Police Protection
   Patrolling, radio response to calls and other routine police services using present personnel and equipment will be provided on the effective date of annexation. Patrol positions will be added when population warrants.

2. Fire Protection
   Fire protection by the present personnel and equipment of the fire fighting force within the limitations of available water will be provided on the effective date of annexation.

3. Emergency Medical Services
   Emergency medical services will be provided on the effective day of annexation.

4. Environmental Health and Code Compliance
   Health protection including the elimination of weedy lots, illegal dumping, unsanitary septic systems, sources of standing water and other public nuisances will be provided on the effective date of annexation

5. Solid Waste Collection
   Pick-up will begin on the effective date of annexation at the same level of service and cost provided to other similar areas presently found within the City of Mission.

   Brush collection will be on a periodic basis as established by the City Sanitation Department with an active utility account.

6. Operation and Maintenance of Public Water and Wastewater Facilities
   Routine maintenance of existing water and wastewater facilities owned by the City of Mission will continue the effective day of annexation. The property is not within Mission's Certificate of Convenience and Necessity (CCN) for water.

7. Operation and Maintenance of Public Roads and Streets
   Routine maintenance of public roads and streets will begin on the effective date of annexation.

B. If the city fails to zone the property as Townhouse Residential ("R-1T") District after the rezoning public hearings are held, the City agrees to de-annex the property within three (3) months after the rezoning process is completed.

C. The consideration of Council direction to waive the park fees during the subdivision process in the amount of $16,200.00

D. The City agrees to provide funds for the oversizing of a 24-inch RCP drain line to a 30-inch RCP (invoice price) drain line.

E. The developer agrees to change the name of the subdivision. Moorefield Heights is already in use.

F. The developer agrees to build the internal street to be 37-feet from the back of the curb to the back of the curb.

G. The developer agrees to install curb and gutter and add pavement along Moorefield Road within the boundary of the subdivision with sidewalks.

H. The developer agrees to pay the capital sewer recovery fees of $200.00 per lot during the subdivision process.

I. The developer agrees to pay for the lab testing fees plus 15 percent for possible failed tests based on a cost estimate from the engineering firm the city has under contract. In addition, the developer agrees to pay the city an $85.00 per hour fee for each city inspector that conducts inspections at the site.

J. The city agrees to enter into an agreement with the Sharyland Water Supply Corporation toward the maintenance of the fire hydrants/filling stations.

K. The city agrees not to require a detention pond since Hidalgo County Drainage District No. 1 has allowed detention within the existing outfall drainage ditch.

SIGNED this 10th day of November, 2026

CITY OF MISSION

By:_____
Norie Gonzalez Garza, Mayor

OWNER OF THE PROPERTY DESCRIBED ABOVE

By: _____
Celso Gonzalez Construction, Inc.
Celso Gonzalez, President