



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, October 13, 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. Mission Historical Museum Día de los Muertos Festival and presentation of Día de los Muertos patches to the Girl Scouts - Lopez
- [2.](#) Proclamation - White Cane Awareness Day - Carrillo
- [3.](#) Proclamation - STHS Breast Cancer Awareness Month - Carrillo
- [4.](#) Proclamation - Filipino American History Month - Carrillo
- [5.](#) Proclamation - National Code Enforcement Month - Dimas
- [6.](#) Proclamation - Mission Fire Department and Firefighters Association "Fill the Boot Days" - Silva
- [7.](#) Proclamation - National Animal Safety and Prevention Month - Martinez
- [8.](#) Proclamation - Domestic Violence Awareness Month - Torres
9. Report from Mission Economic Development Corporation - Salazar
- [10.](#) Departmental Reports – Terrazas / A. Garcia
11. Citizen's Participation on Specific Agenda Items – Garza

ANNOUNCEMENTS - CITY COUNCIL / CITY MANAGER

PUBLIC HEARING

PLANNING & ZONING RECOMMENDATIONS

- [12.](#) Conduct a public hearing and consideration of a Conditional Use Permit for the Sale & On-Site Consumption of Alcoholic Beverages – The Drunken Chicken Restaurant in a

(C-3) General Business District, being Lot 12, Block 92, Mission Original Townsite Subdivision, located at 523 N. Conway Avenue, Suites 1 & 2, Applicant: The Drunken Chicken BBQ-Grill LLC, c/o Erica Irma Cantu), Adoption of Ordinance # _____ - Cervantes

13. Conduct a public hearing and consideration of a Conditional Use Permit for a bar named Mala Fama Restaurant Bar and for the Sale & On-Site Consumption of Alcoholic Beverages in a (C-3) General Business District, being Lot 1, Re-subdivision of Plaza Cantera Subdivision (AKA as Lots 2A and 3, Stewart Plaza Subdivision), located at 1512 E. Expressway 83, Suites 108 and 109, Applicant: Janette Salinas dba JS Ventures Group, LLC - Cervantes), Adoption of Ordinance # _____ - Cervantes
14. Conduct a public hearing and consideration of a Conditional Use Permit to construct four (4) electric vehicle charging ports, being Lot 1A, Sharyland Place Subdivision, in a (C-3) General Business District, located at 2410 E. Expressway 83. Applicant: Brad Slott P.E., Project Manager (Kimley/Horn), Adoption of Ordinance # _____ - Cervantes
15. Conduct a public hearing and consideration of the adoption of Ordinance # _____ amending the code of ordinances Appendix A - Zoning, Article IV, Section 1.17, Powers of Board of Adjustment, to authorize the Zoning Board of Adjustment to hear and decide Special Exceptions expressly authorized by Appendix A; Amending Article XIII, Exceptions and Modifications, Section 1.59, General, by adding a Special Exception authorizing a carport accessory to an existing single-family or two-family residence to encroach into the required front setback; Establishing standards, procedures and conditions for such Special Exceptions. Applicant: City of Mission - Cervantes
16. Conduct a public hearing and consideration of the adoption of Ordinance # _____ amending the code of ordinances Appendix A - Zoning, Article VIII – Use Districts and Conditional Uses, Section 1.42. – C-2 (Neighborhood Commercial District), Subsection (3) Conditional Uses; Section 1.43. C-3 (General Business District), Subsection (3) Conditional Uses; and Section 1.44. C-4 (Heavy Commercial District), by removing Portable Buildings as a Conditional Use. Applicant: City of Mission - 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

17. Approval of Minutes – Carrillo
Regular Meeting – September 22, 2026
Special Meeting – September 29, 2026
18. Acknowledge Receipt of Minutes – Terrazas / A. Garcia
Citizen's Advisory Committee – July 29, 2026

Mission Civil Service Commission – August 21, 2026

Shary Golf Course Advisory Board – August 26, 2026

Parks & Recreation Advisory Board – June 9, 2026

Mission Economic Development Corporation – July 23, August 27, Sept. 9, 2026

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

Mission Tax Increment Reinvestment Zone – June 22, August 24, Sept. 10, 2026

Planning and Zoning Commission – August 5, 2026

19. Discussion and possible action on the sole-source purchase of Sensus Digital AMI Water Meters from Aqua Metric Sales Company for FY 2026–2027 – Enriquez
20. Discussion and possible action to approve the annual SmartPhone Meter Reading software subscription renewal with SPMR, LLC, in the amount of \$27,009.19 through a sole-source procurement pursuant to Texas Local Government Code §252.022(a)(7)(A) - Enriquez
21. Discussion and possible action on matters related to the approval of Resolution No. _____ authorizing the Mission Police Department to submit an Agreement for the Temporary Closure of State Right-of-Way to the Texas Department of Transportation for the Mission High School Homecoming Parade - Torres
22. Discussion and possible action on matters related to the authorization to enter a Memorandum of Understanding between the United States Department of Justice, Drug Enforcement Administration (DEA) and the City of Mission Police Department – Torres
23. Discussion and possible action on matters related to the Approval of Resolution No. _____ authorizing the submission of grant application to the U.S. Department of Justice for the FY26 Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of \$17,543 with no match requirement – Elizalde
24. Discussion and possible action on matters related to the authorization to accept grant award for FY 2026-2027 Other Victim Assistance Grant (OVAG) from the Office of Attorney General Crime Victim Services Division in the amount of \$49,500 with no match requirement with respective budget amendment– Elizalde
25. Discussion and possible action on matters related to the approval of the purchase of tires from T&W Tire LLC through Buy-Board Contract #729-24, with an aggregate expenditure anticipated to exceed the \$25,000 threshold for FY 26-27– Mares
26. Discussion and possible action on matters related to the approval to include Barrera's Supply Co. to the previously approved list of vendors with pre-negotiated service agreements establishing hourly labor rates and parts markups for as-needed repairs to City fleet vehicles and specialized equipment during Fiscal Year 2026–2027- Mares
27. Discussion and possible action on matters related to the authorization to enter into a Service Agreement with Siddons Martin Emergency Group, LLC to service the City of Mission Fire Department apparatuses and special equipment for the 2026-2027 Fiscal Year. - Mares

- 28. Discussion and possible action on matters related to the authorization to purchase ten (10) vehicles under an open-end lease with Commercial Vehicle Leasing, L.P. dba D&M Leasing for \$48,517.40 – Mares
- 29. Discussion and possible action on matters related to the authorization to purchase pool chemicals, acid feeder systems, and integrated electronic systems from Aquatic Commercial Solutions, Inc., through BuyBoard Contract No. 801-26, in an amount not to exceed \$45,000 for FY 2026–2027 – Bentsen
- 30. Discussion and possible action on matters related to the Authorization to solicit bids for Lift Station No. 10 Re-Route Project - Gonzalez

APPROVALS AND AUTHORIZATIONS

- 31. Consideration and possible action on matters related to the approval of a variance to allow the construction of a 100-foot in height pylon sign for the Circle K gas station, being Lot 1, El Milagro Commercial Phase 1 Subdivision, located at 1601 E. Military Road (F.M. 1016). Applicant – Laura Davalos (Alamo Sign Solutions) - Cervantes
- 32. 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
- 33. Discussion and possible action on matters related to the authorization to accept grant award for the FY25 Underrepresented Communities Grant Program administered by the National Park Service, an agency of the U.S. Department of the Interior, in the amount of \$100,000 with no match requirement with respective budget amendment – Elizalde.
- 34. Discussion and Possible Action on matters related to the Approval of an Additional 5K Run Site Location and Waiving of Fees for the National Butterfly Center - Bentsen
- 35. Discussion and possible action on matters related to the approval of the waiver of rental fees for Jaycee Park and Leo Pena Placita Park for a Community Outreach event by Seek & Save – Hope for the Valley - Bentsen
- 36. Discussion and possible action on matters related to the authorization to award the Hoerner Street Project to Elite Grading and Paving, LLC, in the amount of \$742,054.28 for the base bid and \$39,622.50 for Alternate No. 1, for a total contract amount of \$781,676.78 – Gonzalez
- 37. Discussion and possible action on matters related to the approval of Resolution No. _____ Adopting the City of Mission Artificial Intelligence (AI) Use Policy – A. Garcia
- 38. Discussion and possible action on matters related to the approval of a Professional Services Consultant Contract for the Civil Service Director between the City of Mission and Jesse Lerma, in accordance with Chapter 143 of the Texas Local Government Code, to include serving as Safety Coordinator and administration of the City’s 311 application – Garcia

39. Discussion and possible action on matters related to the acceptance of a grant award from the Texas Office of the Governor for the FY27 Operation Lone Star Grant Program in the amount of \$450,000 with no match requirement - Silva

UNFINISHED BUSINESS

None

EXECUTIVE SESSION

1. Closed session pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) to receive updates regarding pending and contemplated litigation involving the City of Mission, including matters being handled through the Texas Municipal League (TML)
2. Closed session pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) to receive legal advice, discuss and provide direction regarding a pending Equal Employment Opportunity Commission (EEOC) claim filed against the City of Mission.
3. 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.
4. Closed session pursuant to Tex. Gov't Code Section 551.071(2) (Consultation with Attorney) regarding legal issues associated with the CDBG-funded Manhole Rehabilitation Project Throughout the City of Mission, RFB No. 26-585-08-20, including rejection of all bids, alternative procurement methods, potential use of a BuyBoard cooperative purchasing contract, and proposed changes to project scope or construction methodology.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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 updates on pending litigation involving the City of Mission, including matters being handled through the Texas Municipal League (TML), and any resulting direction to legal counsel.
2. Consideration and action, if any, regarding the pending Equal Employment Opportunity Commission (EEOC) claim filed against the City of Mission, including direction to legal counsel.
3. 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.
4. Consideration and action, if any related to the rejection of all bids received for the CDBG-funded Manhole Rehabilitation Project Throughout the City of Mission, RFB No. 26-585-08-20, due to bids exceeding available funding, and authorize administration to pursue an alternative procurement method, including an eligible cooperative purchasing contract, and evaluate related revisions to project scope, subject to applicable law, City procurement policies, and CDBG requirements, with any resulting contract award submitted to the City Council for approval

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 07th day of October, 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, 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 **13th day of October, 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.

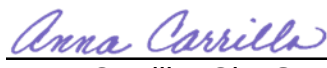
Texas Government Code Section:

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 **07th day of October, 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, City Secretary

Proclamation

City of Mission



WHEREAS, the white cane, which every blind citizen of the City of Mission has the right to carry, demonstrates and symbolizes the ability to achieve a full and independent life and the capacity to work productively in competitive employment; and

WHEREAS, the white cane, by allowing every blind person to move freely and safely from place to place, makes it possible for the blind to fully participate in and contribute to our society and to live the lives they want; and

WHEREAS, every citizen should be aware that the law requires that motorists and cyclists exercise appropriate caution when approaching a blind person carrying a white cane; and

WHEREAS, the City of Mission also calls upon employers, both public and private, to be aware of and utilize the employment skills of our blind citizens by recognizing their worth as individuals and their productive capacities; and

NOW, THEREFORE, we the City Council of the City of Mission, do hereby proclaim October 15, 2026 as:

WHITE CANE AWARENESS DAY

in the City of Mission and do call upon our schools, colleges, and universities to offer full opportunities for training to blind persons; upon employers and the public to utilize the available skills of competent blind persons and to open new opportunities for the blind in our rapidly changing society; and upon all citizens to recognize the white cane as a tool of independence for blind pedestrians on our streets and highways.

PROCLAIMED on this the 13th day of October, 2026.

Norie Gonzalez Garza, Mayor

Jessica Ortega, Councilwoman

Ruben Plata, Mayor Pro Tem

Marissa Ortega Gerlach, Councilwoman

Alberto Vela, Councilman

Proclamation

City of Mission



WHEREAS, breast cancer is the most commonly diagnosed cancer among women in the United States, excluding skin cancers; and

WHEREAS, breast cancer incidence increased by 1% annually between 2012 and 2021, with a more pronounced rise among women younger than 50 years of age, according to the American Cancer Society; and

WHEREAS, approximately 1 in 8 women in the United States will be diagnosed with invasive breast cancer during their lifetime, and 1 in 43 will die from the disease, according to the Centers for Disease Control and Prevention; and

WHEREAS, an estimated 321,910 women and 2,670 men are expected to be diagnosed with breast cancer in 2026, and approximately 42,140 women and 530 men are expected to lose their lives to the disease; and

WHEREAS, early detection remains one of the most effective weapons in the fight against breast cancer, often resulting in less invasive treatment options, improved outcomes and survival rates exceeding 90% when diagnosed in its earliest stages; and

WHEREAS, mammography is widely recognized as the gold standard for breast cancer screening, capable of detecting abnormalities up to two years before they can be felt, allowing for earlier diagnosis and more effective treatment; and

WHEREAS, South Texas Health System has earned national recognition for excellence in breast care, including its mammography at STHS ER Mission. In 2025, STHS was recognized among the top 7% of hospitals nationwide for breast care by the Women's Choice Award® for America's Best Hospitals for Comprehensive Breast Care, reflecting its commitment to National Accreditation Program for Breast Centers standards; and

WHEREAS, South Texas Health System's annual Think Pink campaign raises awareness about breast cancer and the importance of early detection through community events throughout October, including its signature Think Pink Parade; and

NOW, THEREFORE, we the City Council of the City of Mission, do hereby proclaim the month of October 2026, as:

Breast Cancer Awareness Month

in the City of Mission and encourage all residents to recognize the importance of breast cancer awareness, support efforts to promote early detection and join South Texas Health System's Think Pink initiative in helping save lives through education, screening and prevention.

PROCLAIMED this 13th day of October 2026.

Norie Gonzalez Garza, Mayor

Jessica Ortega, Councilwoman

Ruben Plata, Mayor Pro Tem

Marissa Ortega Gerlach, Councilwoman

Alberto Vela, Councilman

Proclamation

City of Mission



WHEREAS, the Filipinos were recorded to have arrived in the United States of America as early as the 16th century; and

WHEREAS, the first Filipino immigrant who came to Port Isabel, Texas in 1822 was seafarer Francisco Flores; and

WHEREAS, many of the Filipino immigrants arriving in the US, particularly in Mission Texas, have positively contributed to the city's economic growth, healthcare, education and cultural welfare, among many others.

NOW THEREFORE, we the City Council of the City of Mission, Texas proclaim October as **FILIPINO AMERICAN HISTORY** month.

PROCLAIMED on this the 13th day of October, 2026.

Norie Gonzalez Garza, Mayor

Jessica Ortega, Councilwoman

Ruben Plata, Mayor Pro Tem

Marissa Ortega Gerlach, Councilwoman

Alberto Vela, Councilman

Proclamation

City of Mission



WHEREAS, Code Enforcement Officers provide for safety and welfare of the citizens throughout the United States through the enforcement of local codes or ordinances facing various issues of building, zoning, housing, animal control, environmental health and life safety; and

WHEREAS, the role of many Code Enforcement Officers has expanded in recent years with the increased number of foreclosed and abandoned homes in communities impacted economically; and

WHEREAS, Code Enforcement Officers are dedicated, and high qualified professionals who share the goals of preventing neighborhood deterioration, enhancing and ensuring safety, and preserving property values through knowledge and application of housing, zoning, and nuisance codes and ordinances; and

WHEREAS, Code Enforcement Officers are called upon to provide quality customer service and excellence to the resident and businesses of the communities in which they serve; and

WHEREAS, The American Association of Code Enforcement wants to recognize and honor Code Enforcement Officer and Professionals all across the United States and bring awareness to the Importance of Code Enforcement to the communities of the United States; and

NOW, THEREFORE, we the City Council of the City of Mission proclaim the month of October 2026 as:

NATIONAL CODE COMPLIANCE MONTH

And call upon municipalities and communities to join in recognizing and expressing their appreciation for the dedication and service by the individuals who serve as our Code Enforcement Officers.

PROCLAIMED on this 13th day of October, 2026.

Norie Gonzalez Garza, Mayor

Jessica Ortega, Councilwoman

Ruben Plata, Mayor Pro Tem

Marissa Ortega Gerlach, Councilwoman

Alberto Vela, Councilman

Proclamation

City of Mission



WHEREAS, the Mission Fire Department and Mission Firefighters Association is the prime example of public service and sacrifice, displaying the nobility to protect the citizens of our community every day; and

WHEREAS, the Mission Fire Department and Mission Firefighters Association members are highly dedicated and trained individuals who demonstrate American ideals, the ultimate standard of character and courage in the face of danger; and

WHEREAS, the Mission Fire Department and Mission Firefighters Association members selflessly contribute their time and energy fighting for kids and adults with muscular dystrophy, ALS and related muscle-debilitating diseases that severely limit muscle; and

WHEREAS, the Mission Fire Department and Mission Firefighters Association endless service to MDA has given so much hope for families fighting life-threatening muscle diseases; and

WHEREAS, the City of Mission recognizes that participation by its fire fighters in the nationwide MDA Fill the Boot campaign serves not only to raise money for MDA but also benefits the City by greatly enhancing the image of its fire fighters as dedicated public servants engaged in the community through their employment and in service to charitable causes;

NOW THEREFORE, we the City Council of the City of Mission do hereby proclaim October 15th, 16th and 17th as Mission Fire Department and Mission Firefighters Association

"Fill the Boot Days"

PROCLAIMED on this the 13th day of October, 2026.

Norie Gonzalez Garza, Mayor

Jessica Ortega, Councilwoman

Ruben Plata, Mayor Pro Tem

Marissa Ortega Gerlach, Councilwoman

Alberto Vela, Councilman

Proclamation

City of Mission



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

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

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

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

WHEREAS, if you don't have pets of your own, you can still participate in Animal Safety and Prevention Month by fostering a pet until it finds its new "forever" home or by donating money or much needed supplies to your local animal shelters. This will help to ensure that pets waiting to be re-homed will get all the necessary care; and

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

NOW THEREFORE, we the City Council of the City of Mission do hereby proclaim October 2026 as:

"National Animal Safety and Prevention Month"

in Mission, Texas.

PROCLAIMED on this the 13th day of October, 2026.

Norie Gonzalez Garza, Mayor

Jessica Ortega, Councilwoman

Ruben Plata, Mayor Pro Tem

Marissa Ortega Gerlach, Councilwoman

Alberto Vela, Councilman

Proclamation

City of Mission



WHEREAS, domestic violence is a serious public safety concern that affects individuals, families, and communities regardless of age, gender, socioeconomic status, or background; and

WHEREAS, domestic violence involves a pattern of abusive behaviors used to establish or maintain power and control over an intimate partner, including physical, emotional, psychological, sexual, and financial abuse, as well as intimidation, stalking; and

WHEREAS, the effects of domestic violence extend far beyond the immediate victim, often impacting children, families, workplaces, and the community, while creating lasting physical, emotional, and psychological consequences; and

WHEREAS, survivors of domestic violence demonstrate extraordinary courage and resilience as they seek safety, healing, independence, and justice, and deserve to be treated with dignity, compassion, respect, and without judgment; and

WHEREAS, raising awareness about the warning signs of domestic violence, promoting healthy relationships, encouraging early intervention, and educating the public about available resources are essential steps toward preventing abuse and protecting victims and their families; and

WHEREAS, the Mission Police Department, in collaboration with local organizations, service providers, and community partners, remains committed to supporting survivors, connecting victims with resources, promoting public education, and establishment coordinated efforts to address domestic violence; and

WHEREAS, Domestic Violence Awareness Month provides an opportunity for our community to stand united in support of survivors, honor those whose lives have been affected by domestic violence, and reaffirm our shared responsibility to create a community where every individual can live free from fear, abuse, and violence.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Mission, Texas, on behalf of its residents, hereby recognizes October 2026 as

DOMESTIC VIOLENCE AWARENESS MONTH

and encourages all residents, businesses, organizations, and community partners to join in raising awareness, promoting prevention, supporting survivors, and working toward a safer and more compassionate community. The City of Mission reaffirms its commitment to supporting victims and survivors, strengthening community partnerships, promoting accountability for acts of domestic violence, and ensuring that those affected by abuse are not left to face these challenges alone.

BE IT FURTHER PROCLAIMED that together, we can break the silence, challenge the stigma surrounding domestic violence, empower survivors to seek help, and build a community founded on safety, dignity, respect, and hope.

PROCLAIMED on this 13th day of October 2026.

Norie Gonzalez Garza, Mayor

Jessica Ortega, Councilwoman

Ruben Plata, Mayor Pro Tem

Marissa Ortega Gerlach, Councilwoman

Alberto Vela, Councilman



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 13, 2026

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

AGENDA ITEM: Departmental Reports – Terrazas / A. Garcia

NATURE OF REQUEST:

Grants – September 2026

CDBG – July, August 2026

311 – September 2026

Civil Service – September 2026

Information Technology – September 2026

Mission Historical Museum – September 2026

Sanitation – September 2026

Veterans Cemetery – September 2026

City Secretary – September 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 *JP7 / AG*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

CITY OF MISSION

GRANTS ACTIVITY REPORT - September 2026

Submitted Applications	Application Amount Submitted	Awarded / Active Grants	Total Award Amount
14	\$12,500,685	27	\$9,741,041

Submitted / Tracking Grants

Grant Name	Funding Agency	Department	Application Amount	Matching Amount	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
FY27 General Victim Assistance	OOG	Police	\$ 50,000	None	Submitted-Tracking
FY27 Body Worn Camera Program	OOG	Police	\$ 40,000	25%	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
FY27 Operation Lone Star Grant	OOG	Fire	\$ 2,000,000	None	Submitted-Tracking
Animal Welfare Organization	Petco Love	Health	\$ 50,000	None	Submitted-Tracking
Firehouse Subs Public Safety Foundation	FSPSF	Fire	\$ 30,000	None	Submitted-Tracking
FY25 Edward Byrne Memorial Justice Assistance Grant Program (JAG)	DOJ	Police	\$ 17,543	None	In Progress

Awarded / Active Grants

Grant Name	Funding Agency	Department	Application Amount	Award Amount	Matching Amount	Status
FY25 Underrepresented Communities Grant	NPS	Museum	\$ 100,000	\$ 100,000	None	Awarded
OVAG-Victim Services	OAG	Police	\$ 49,500	\$ 49,500	None	Awarded
FY27 Operation Lone Star Grant	OOG	Police	\$ 3,000,000	\$ 1,179,814.98	None	Awarded/Active
FY27 Juvenile Justice & Youth Diversion	OOG	Police	\$ 200,000	\$ 150,420.48	None	Awarded/Active
Disaster Recovery Reallocation Program	TX GLO	Executive	\$ 2,000,000	\$ 2,000,000	10%	Awarded/Active
FY25 SHSP LETPA	OOG	Police	\$ 50,000	\$ 35,000	None	Awarded/Active
Resilient Communities Program	TX GLO	Planning	\$ 250,000	\$ 250,000	None	Awarded/Active
FY25 SHSP Regular	OOG	Fire	\$ 158,900	\$ 50,131.75	None	Awarded/Active
FY25 SHSP Regular	OOG	Fire	\$ 200,527	\$ 26,884.65	None	Awarded/Active
Best Friend Animal Society	BFAS	Health	\$ 40,500	\$ 40,500		Awarded/Active
FY26-27 Solid Waste Grant	LRG/DC	Sanitation	\$ 30,000	\$ 30,000	10%	Awarded/Active
FY26 Rifle-Resistant Body Armor	OOG	Police	\$ 278,747.10	\$ 194,862.48	None	Awarded/Active
FY26 Border Zone Fire Department	OOG	Fire	\$ 250,000	\$ 234,604.98	None	Awarded/Active
FY25 Fire Responder Mental Health	OOG	Fire	\$ 70,000	\$ 70,000	20% (In-Kind)	Awarded/Active
FY22 Building Resilient Infrastructure and Communities (BRIC)	TDEM	Executive	\$ 415,000	\$ 404,710	25%	Awarded/Active
Energy Efficiency & Conservation Grant	DOE	Executive	\$ 140,450	\$ 140,450	None	Active/Awarded
Recreational Trails Grant	TPWD	Parks	\$ 250,000	\$ 250,000	20%	Awarded/Active
FY24 Operation Stonegarden	OOG	Police	\$ 300,000	\$ 300,000	None	Award/Active
FY22 FEMA Flood Mitigation Assistance (FMA)	TWDB	Executive	\$ 288,000	\$ 288,000	10%	Awarded/Active
FY23 COPS Hiring Program	DOJ COPS	Police	\$ 1,771,398.16	\$ 1,000,000	25%	Awarded/Active
FY23 Transportation Alternatives	RGVMPQ	Executive	\$ 200,000	\$ 200,000	25%	Awarded/Active
La Cuchilla Drainage Improvement Project	TXGLO	Executive	\$ 1,000,000	\$ 997,236.75	1%	Awarded/Active
Astroland Drainage Improvement Project	TXGLO	Executive	\$ 1,000,000	\$ 999,162	1%	Awarded/Active
Trail Connectivity Project	VBLF	Park	\$ 500,000	\$ 500,000	None	Awarded/Active
FY22 Justice and Mental Health Program	BJA	Police	\$ 388,001.38	\$ 229,962.91	(Year 1) 20%	Awarded/Active
Better Cities for Pets	Mars Petcare Program	Health	\$ 20,000	\$ 20,000	None	Awarded/Active

Total Awarded: \$9,741,041

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

Item 10.

AGENCY / DEPARTMENT / DESCRIPTION / BUDGET	JULY, 2026 - UNOFFICIAL				
	MONTHLY EXPENDITURE	ACCOMPLISHMENT	YEAR TO DATE	%	BALANCE
AMIGOS DEL VALLE, INC.	\$1,770.04	Processed June RFR and serve 2 additional seniors; Rec'd 8/12/26 July RFR \$1,879.86 Serviced YTD 22 Meals Served YTD 3,329	\$21,505.34	86%	\$3,494.66
\$25,000.00					
Funds will be utilized to provide meals to homebound seniors.					
AREA AGENCY ON AGING	\$500.00	Processed June FRF & serve 1 additional client; Agency working on marketing program to complete pending funds to exhaust. Serviced YTD 5	\$3,000.00	75%	\$1,000.00
\$4,000.00					
Funds will be utilized to provide assist to seniors with minor repairs/modifications and medical supplies.					
AGING & DISABILITY RESOURCE CENTER	\$0.00	No FRF rec'd for June. Serviced YTD 4	\$2,481.50	62%	\$1,518.50
\$4,000.00					
Funds will be utilized to assist low-income and/or disable individuals with health maintenance services and minor repairs.					
COMFORT HOUSE	\$0.00	Agency exhausted all funds awarded. Serviced YTD 1	\$5,000.00	100%	\$0.00
\$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.					
CASA OF HIDALGO COUNTY, INC.	\$0.00	Agency exhausted all funds awarded. Serviced YTD 21	\$1,000.00	100%	\$0.00
\$1,000.00					
Funds will be utilized for expenses generated in advocating for children.					
SILVER RIBBON	\$0.00	No RFR rec'd for June Serviced YTD 8	\$1,722.09	57%	\$1,277.91
\$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.					
PARKS & RECREATION DEPARTMENT	\$0.00	Department received solar lights at end of month and Rec'd 7/28/26 RFR \$53,000.00	\$0.00	0%	\$53,000.00
\$53,000.00					
Funds will be utilized to install 21 Solar Lights throughout Catholic War Veterans (CWV) Park					
PUBLIC WORKS DEPARTMENT	\$0.00	Purchasing Dept. advertised for bids and pending to close out bidding period.	\$0.00	0%	\$401,562.00
\$401,562.00					
Funds will be utilized for the rehabilitation of sanitary sewers/manholes Phase 2					
FIRE DEPARTMENT	\$0.00	Department exhausted all funds awarded	\$12,000.00	100%	\$0.00
\$12,000.00					
Funding will be utilized to purchase an inflatable fire safety house to provide fire safety workshops.					
FIRE DEPARTMENT	\$0.00	Department placed order and pending to receive portal radios & invoice CDBG.	\$0.00	0%	\$220,000.00
\$220,000.00					
Funding will be utilized to purchase portable communication devices to replace old equipment.					
PLANNING & CODE ENFORCEMENT DEPT.	\$0.00	Demolition of project began and have completed 3 demos, pending to receive invoice.	\$0.00	0%	\$37,139.00
\$37,139.00					
Funding will be utilized to demolish approximately 13 dilapidated/unsafe structures and remove debris.					
REHABILITATION	\$0.00	Clients next on waiting list were not eligible to process for this fiscal year and will begin with next 2 clients on the waiting list.	\$0.00	0%	\$90,000.00
\$90,000.00					
PROGRAM ADMINISTRATION	\$31,688.03	Oversight Expenses on the CDBG Program	\$133,914.10	63%	\$80,010.90
\$213,925.00					
\$1,069,626.00					
	\$33,958.07		\$180,623.03	17%	\$881,051.00

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

Item 10.

AGENCY / DEPARTMENT / DESCRIPTION / BUDGET	AUGUST, 2026 - UNOFFICIAL				
	MONTHLY EXPENDITURE	ACCOMPLISHMENT	YEAR TO DATE	%	BALANCE
AMIGOS DEL VALLE, INC.					
\$25,000.00		Rec'd July RFR \$1,879.86			
Funds will be utilized to provide meals to homebound seniors.	\$1,879.00	Serviced YTD 26 Meals Served YTD 3,620	\$23,384.34	94%	\$1,615.66
AREA AGENCY ON AGING					
\$4,000.00		No services provided in July; Agency working on clients for eligibility.			
Funds will be utilized to provide assist to seniors with minor repairs/modifications and medical supplies.	\$0.00	Serviced YTD 5	\$3,000.00	75%	\$1,000.00
AGING & DISABILITY RESOURCE CENTER					
\$4,000.00		No FRF rec'd for July. Agency working on clients for eligibility.			
Funds will be utilized to assist low-income and/or disable individuals with health maintenance services and minor repairs.	\$0.00	Serviced YTD 4	\$2,481.50	62%	\$1,518.50
COMFORT HOUSE					
\$5,000.00		Agency exhausted all funds awarded.			
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	Serviced YTD 1	\$5,000.00	100%	\$0.00
CASA OF HIDALGO COUNTY, INC.					
\$1,000.00		Agency exhausted all funds awarded.			
Funds will be utilized for expenses generated in advocating for children.	\$0.00	Serviced YTD 21	\$1,000.00	100%	\$0.00
SILVER RIBBON					
\$3,000.00		Rec'd July RFR \$1,277.91, agending exhausting their funds.			
Funds will be utilized to provide assistance with rent, rent deposits, utilities, utility deposits, medications, physician/medical visits, eyeglasses, durable medical equipment.	\$1,277.91	Agency exhausted all funds awarded Serviced YTD 15	\$3,000.00	100%	\$0.00
PARKS & RECREATION DEPARTMENT					
\$53,000.00		Processed July RFR and staff completed installation of a solar lights.			
Funds will be utilized to install 21 Solar Lights throughout Catholic War Veterans (CWV) Park	\$53,000.00	Department exhausted all funds awarded Serviced YTD 1,250	\$53,000.00	100%	\$0.00
PUBLIC WORKS DEPARTMENT					
\$401,562.00		Department received bids/quotes & Executive Department determining to accept bids or rebid.			
Funds will be utilized for the rehabilitation of sanitary sewers/manholes Phase 2	\$0.00		\$0.00	0%	\$401,562.00
FIRE DEPARTMENT					
\$12,000.00		Department exhausted all funds awarded			
Funding will be utilized to purchase an inflatable fire safety house to provide fire safety workshops.	\$0.00		\$12,000.00	100.00%	\$0.00
FIRE DEPARTMENT					
\$220,000.00		Pending to receive portal radios from vendor and receive invoice.			
Funding will be utilized to purchase portable communication devices to replace old equipment.	\$0.00		\$0.00	0%	\$220,000.00
PLANNING & CODE ENFOCEMENT DEPT.					
\$37,139.00		Department demolished three (3) homes.			
Funding will be utilized to demolish approximately 13 dilapidated/unsafe structures and remove debris.	\$8,792.00		\$8,792.00	24%	\$28,347.00
REHABILITATION					
\$90,000.00		Working on the enviromental reviews and requested the title search reports of 2 clients.			
	\$0.00		\$0.00	0%	\$90,000.00
PROGRAM ADMINISTRATION					
\$213,925.00		Oversight Expenses on the CDBG Program			
	\$12,623.43		\$146,537.53	68%	\$67,387.47
\$1,069,626.00	\$77,572.34		\$258,195.37	24%	\$811,430.63

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
THROUGH: ANDY GARCIA, CO-CITY MANAGER
FROM: JESSE LERMA, 311 COORDINATOR/CIVIL SERVICE DIRECTOR
SUBJECT: 311 REPORT, SEPTEMBER 2026
DATE: OCTOBER 1, 2026



We have a total of 725 submissions for September 2026, with a total of 31502 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 our EOC staff discussing hurricane preparedness
2. Meeting with residents along the Bryan Rd project.
3. Meeting with residents having problems with T-Mobile/ATT

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

Thank you!

Topic Counts of Opened Requests
For Date Period From 08/28/2026 Through 09/29/2026

Topic	Count
Animal Control	
Animal Control	531
Bee Complaint	11
Total - Animal Control	542
Code Enforcement	
Accumulation of Items	3
Commercial Parking Lot Maintenance	0
Double Occupancy/Hooked RV	1
Health & Sanitation (Nuisance)	10
Illegal Dumping	17
Illegal Signs (Right of Ways, Bandit, Telephone and Garage)	16
IPMC Violations (Property Maintenance)	2
Junked Vehicle on private property	2
No Garage Sales Permit	0
Non Residential Parking/Semi-Truck	2
Parking on Lawn - Grass	7
Sight Obstruction/Sidewalks/Right of Way/Driveway	6
Storage of Vehicles/Boats/Trailers	1
Unsafe/Unsecured Building	3
Weedy Lot	21
Total - Code Enforcement	91
Health	
Food Complaint	3
Food Truck Complaint	0
Grease Trap Complaint	0
Mosquitoes	0
Total - Health	3
Obstructions -Tree/Branches	
MOWING	2
Total - Obstructions -Tree/Branches	2
Parks & Rec	
Graffiti	1
Parks	0
Restrooms	0
Right of way (mowing)	1
Trails	0
Total - Parks & Rec	2
Planning	
Commercial Landscaping	0
Construction Concerns	2
Home Occupation (Business in a Residential)	0
No Business License	0
No Conditional Use Permit	0
P&Z Zoning Violations/Subdivision	0
Total - Planning	2
Police Department	
Illegal Parking	11
Junk/Abandon Vehicle on street	6
Total - Police Department	17
Public Works	
Flooded area/Roadway and streets	2
Foul smell	1
Lift Station	0
Low Water Pressure	3
Mowing (Drainage & Alleys)	3
Obstruction Tree Signs/Tree Trimming	2
Pot Holes	9
Sandbag (Elderly And Disabled)	1
Sewer Concerns	3
Side Walk	1
Street Light	9
Streets/Signs	6
Tires	0
Traffic Signals	1
Water Leaks	4
Total - Public Works	45

Sanitation

Brush	12
Bulky Items	4
Garbage	0
Obstruction/ Brush	3
Trash	2
Total • Sanitation	21
All Topics	
Total All Topics	725

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
THROUGH: ANDY GARCIA, CO-CITY MANAGER
FROM: JESSE LERMA, CIVIL SERVICE DIRECTOR
SUBJECT: CIVIL SERVICE REPORT, SEPTEMBER 2026
DATE: SEPTEMBER 29, 2026, 2026



1. Mission Fire Department is fully staffed-pending one indefinite suspension
2. Mission Police Department has fifteen (15) openings.... conducted entry level examination on September 18, 2026. We had 64 applicants, 51 showed up and 44 passed.
3. All Civil Service required ordinances were passed by City Council on September 15, 2026.

1. FF Enrique Lozano-Indefinite Suspension-Requested to hold hearing after disposition of criminal case-we accepted the delay with no back pay.
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

THANKS



Information Technology

Departmental Report September 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.

Work Orders

IT goal is to address tickets within 12 business hours. Priority work orders are worked on first. About 395 Work orders closed September 2026.

Technology Equipment and Application Inventory

Confirm all technology inventory city wide. In progress

Phone Message Archive

Setup Complete. About 70% devices onboarded

Mobile Device Management

Setup Complete. About 15% devices onboarded

Data Integrity

Review accounts on all systems. About 92% complete

IT Policies and Procedures

Review and introduce new policies as needed. In progress.

Strengthen Security Posture

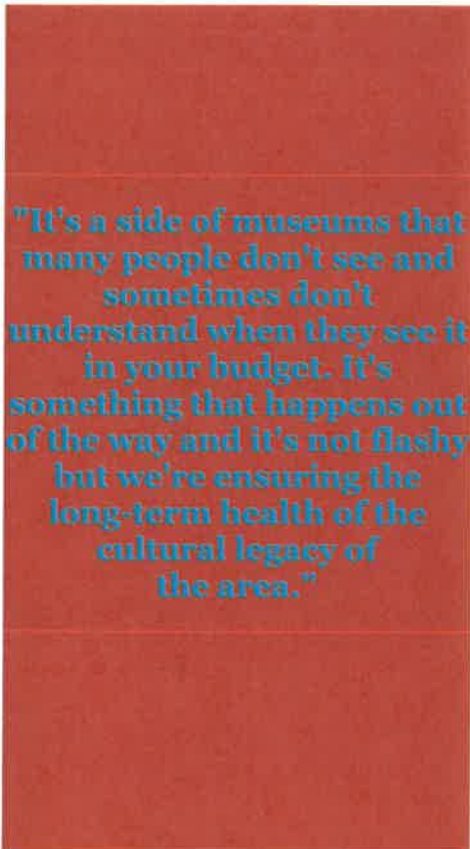
In progress.

Replace Phase I Door Access Control System PD and Fire

In progress. About 92% complete

MISSION HISTORICAL MUSEUM

Departmental Report August 2026



PERFORMANCE INDICATORS:

FY 2025-2026											
Performance Indicators	October	November	December	January	February	March	April	May	June	July	August
General Attendance	342	65	23	109	268	275	94	58	178	130	29
Programs	1,104	6	24	19	96	93	22	0	197	119	0
Tours	0	0	0	0	0	17	0	0	11	0	0
Social Media	8,956	5099	3,750	8,750	6,979	4,847	4,033	4,901	10,363	2,438	10,529
Website	541	541	549	653	763	647	390	503	495	475	358
Outreach	3,000	650	0	0	275	350	0	180	0	300	0
Meetings Hosted	0	0	0	0	12	0	0	5	0	0	0
Total	14,393	6,361	4,346	9,531	8,393	6,229	4,539	5,647	11,244	3,462	10,916

(# of people served August 1 – August 31)

Public and Educational Programs/Events

Past Programs/Events:

Summer	Ancient Landscapes Exhibit (UTRGV)
October 7	Community Altar Exhibit Opening
October 11	MHM Lecture Series
October 11	Craft Day (Dia de los Muertos)
October 25	Dia de los Muertos Folklife Festival
November 8	MHM Lecture Series
November 11	Veterans Day presentation at O'Grady Elementary
November 14	Community Altar Exhibit Closing
December 13	Christmas Craft Day w/RGV Little Elves
January 10	MHM Lecture Series
January 10	Leadership Mission visit
January 13	Quilt Show Opening
January 27, 28, 29	She Came to the Valley Movie Screenings
February 6	Turning of the Quilts
February 14	MHM Lecture Series
March 14	MHM Lecture Series
March 16	Exhibit Preview Day
March 17	What We Wore Exhibit Opening
March 17-20	Spring Break Scavenger Hunt
March	MHS Art Club field trip
April 24	MHS Art show
June 3	Adult Daycare visit
June-July	Summer Craft days (every Wednesday)
July 17	Pct. 3 Back to School Event

Upcoming Programs/Events:

Oct. 6	Community Altar Exhibit
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Other Items:

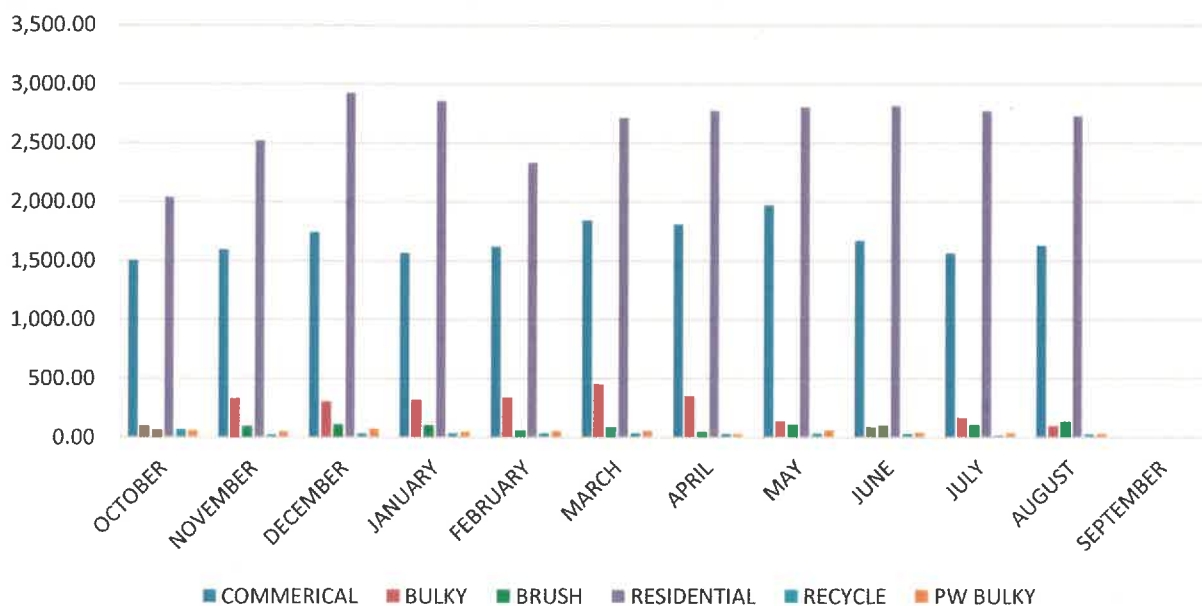
Ongoing	Border Theater exhibit
Ongoing	DOE grant: LED lights

SANITATION DEPARTMENT

For the month of August, the City of Mission Sanitation Department disposed of a combined **4454.33** tons of trash/bulky items. In addition, **9576.00** cubic yards of brush was collected at our sanitation landfill

Month	TONS RESIDENTIAL	CUBIC YARDS BRUSH	TONS BULKY	TONS COMMERICAL	TONS BRUSH	TONS RECYCLE	TONS PW BULKY
OCTOBER	2,043.55	4,760.00	98.14	1,504.10	64.26	63.87	58.19
NOVEMBER	2,523.14	6888.00	333.25	1596.60	92.988	24.35	51.02
DECEMBER	2,927.50	8016.00	303.22	1744.76	108.216	31.26	72.11
JANUARY	2,859.72	7616.00	311.03	1567.13	102.816	33.29	47.16
FEBRUARY	2,334.41	4592.00	338.28	1620.36	61.992	35.34	52.23
MARCH	2714.22	6608.00	451.37	1845.20	89.208	33.27	57.40
APRIL	2774.85	3514.00	348.04	1808.29	47.439	29.03	29.50
MAY	2804.41	7,980.00	133.59	1970.97	107.73	31.11	61.49
JUNE	2817.59	7420.00	85.05	1669.41	100.17	29.00	39.61
JULY	2774.8	7532.00	161.83	1562.98	101.682	16.50	35.76
AUGUST	2727.84	9576.00	95.97	1630.52	129.276	26.21	32.43
SEPTEMBER					0		
Total	29302.03	74502.00	2659.77	18520.32	1005.777	353.23	536.90

2025 - 2026 SANITATION PICK UP (TONS)



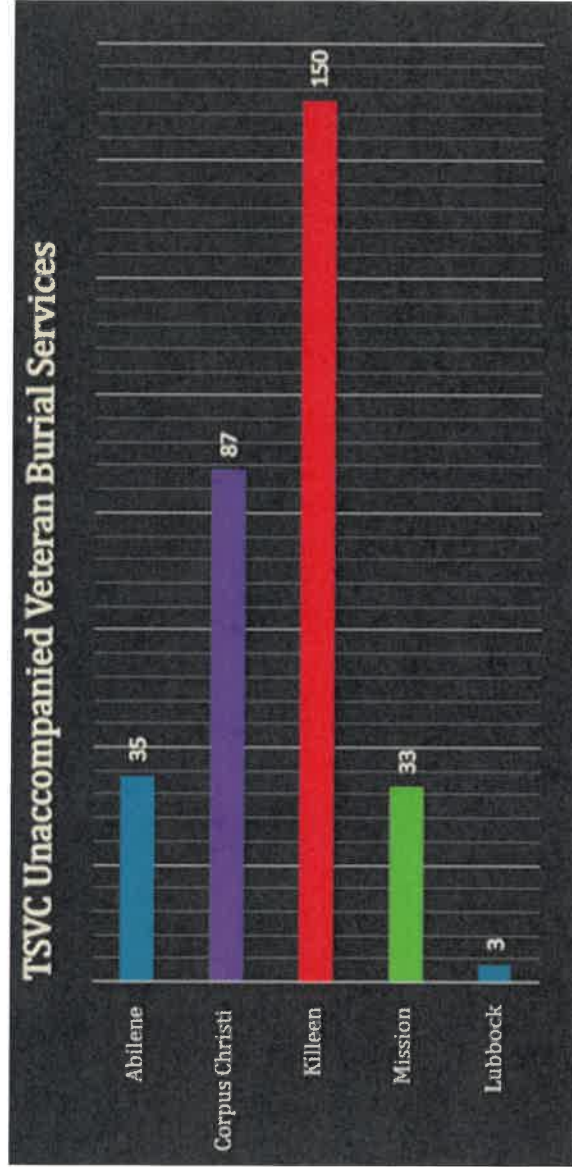


RIO GRANDE VALLEY STATE VETERANS CEMETERY

MONTHLY REPORT



RGV State Veterans Cemetery
2520 South Inspiration Road • Mission, Texas 78572
Office: (956) 583-7227 • Fax: (956)-583-7887



Current interments as of September 2026 -5601



RGV State Veterans Cemetery

2520 South Inspiration Road • Mission, Texas 78572

Office: (956) 583-7227 • Fax: (956)-583-7887



Events and Ceremonies Information:

Veterans Day Event November 11, 2026, TBD

Upcoming Events:

Wreath Across America Event, December 2026, TBD



RGV State Veterans Cemetery

2520 South Inspiration Road • Mission, Texas 78572

Office: (956) 583-7227 • Fax: (956) 583-7887



Completed Projects:

Irrigation Audit for June 2026 completed

2020 File Migration Completed- pending VLB direction

2021 File Migration Completed- pending VLB direction

2022 File Migration Completed- pending VLB direction

2023 File Migration Completed- pending VLB direction

2024 File Migration Completed- pending VLB direction

Water Conservation Action Plan –On-going 4/2024

Electronic Reporting on IPADS- for all staff (7)

Budget Review and Approval for 2026-2027 APPROVED

Ongoing Projects Pending- VLB OAR- Funded:

Power washing areas with mold with the cemetery

Maintenance Tech II in training for 180 days-Training Plan

Winterization Plan Pending approval City of Mission

Working on Section 35-Realignment & Resetting

Removal of 30% non-usable equipment 11/24/2023

Prepping for NCA Inspection 2/2029

Ongoing Projects Pending:

Monthly Irrigation Audit-replace broken lines/equipment

100% Pre-registration eligibility review-on going project

Staff cross-training -2026

Clearing/Mowing of 43.17 acres on the NW side-48% done

Digital reporting option (for staff)- currently using this method

2025 File Migration pending completion 10/2026

Water Conservation Action Plan –On-going 1/2026

Irrigation Audit for 2026 on-going

Maintenance Plan for 2026 on-going

Electronic Reporting on IPADS- PM Reporting for equipment

Current Interments 5601 as of September 25, 2026

VLB Funded (In-Progress)

Re-alignment on 44 Flat Marker/ Headstone

100% Eligibility Review-Headstone 80% Completed

Fertigation System installed 6/2026- Completed

Lighting System Approved with VLB surplus/excess funds Completed

2 Temp Staff Approved with VLB surplus/excess funds (hired 1)

Laptop for Fuel System Station Approved with VLB surplus/excess funds

Service Doors Approved with VLB surplus/excess funds

Digital Calendars Approved with VLB surplus/excess funds

Gas Generator Approved with VLB surplus/excess funds

Chairs for events Approved with VLB surplus/excess funds-Completed

VLB Funded (Pending)

Addition of New Space Force Military Branch of Service Seal and Flag in

Assembly Area

Casket Transport Vehicle Hearse or truck (Flat)

Water Station – on Cemetery Grounds

VLB Funded (Approved)

Bobcat Tool Cat UW56 -2

New Privacy Fence Slats Completed

Electrical Services for Garrison Flag and offices 8/24-Completed

2025-2026 Budget Approved

Administration Building Roofing Replacement Insurance approved

Administration Building Roofing Replacement 11/2025 on-going

Installation of Automatic and Remotely Controlled Entry Gate 11/2025

VLB Funded (Received)

Administration Building Roofing Replacement 11/2025 on-going

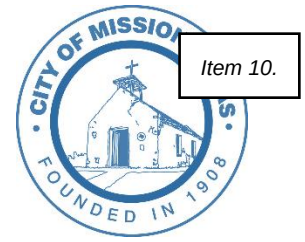
Installation of Automatic and Remotely Controlled Entry Gate 11/2025

VA Grant Applications Pending:

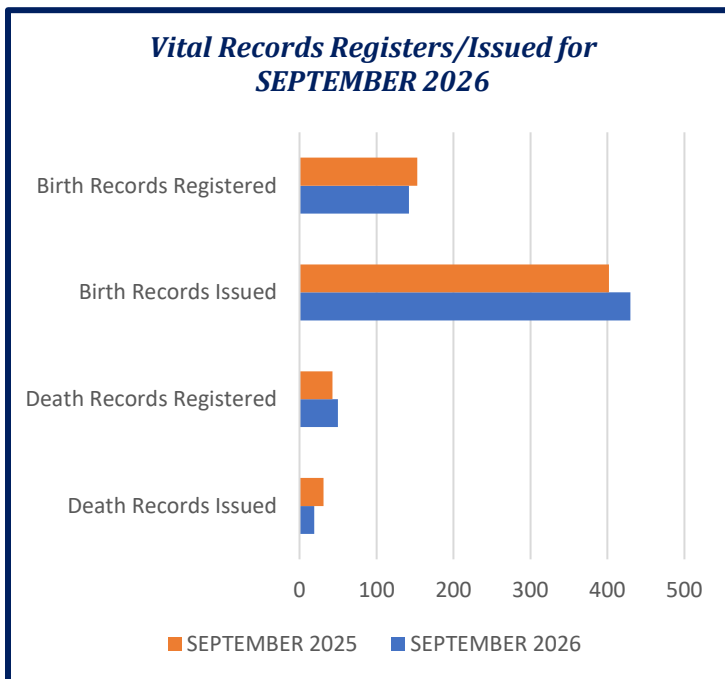
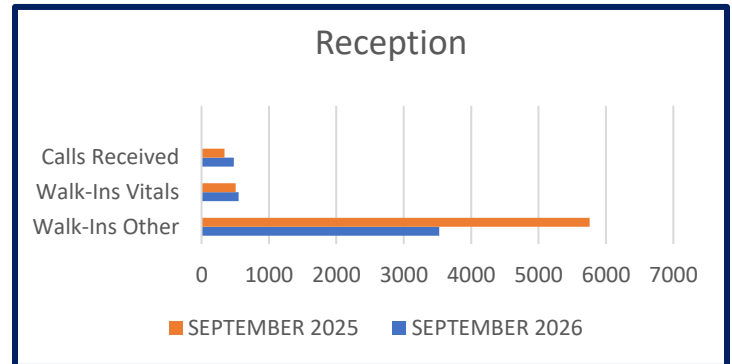
Public Water Fountains Installed Throughout Grounds

Remotely Controlled Public Digital Display Board for Schedules and Events

CITY SECRETARY MONTHLY REPORT – SEPTEMBER 2026



<i>Reception</i>		
SEPTEMBER	2026	2025
Calls Received	3,525	5,758
Walk-Ins-Vitals	552	508
Walk-Ins Other Departments	480	340



<i>Vital Statistics</i>				
	SEPT 2026	YTD 2026	SEPT 2025	YTD 2025
Birth Records Registered	142	1597	153	1683
Birth Records Issued	430	5432	402	6055
Death Records Registered	50	558	43	514
Death Records Issued	19	760	31	733
Funds Received	\$10,137	\$132,771	\$9,578	\$149,148

<i>Cemetery</i>					
2025-2026	Laurel Hill	San Jose	Catholic	Baby Space	YTD 25/26
Burials	2	0	3	0	64
Sold Spaces	0	0	0	0	0
2024-2025	Laurel Hill	San Jose	Catholic	Baby Space	YTD 24/25
Burials	1	0	0	0	56
Sold Spaces	0	0	0	0	0



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 13, 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 – The Drunken Chicken Restaurant in a (C-3) General Business District, being Lot 12, Block 92, Mission Original Townsite Subdivision, located at 523 N. Conway Avenue, Suites 1 & 2, Applicant: The Drunken Chicken BBQ-Grill LLC, c/o Erica Irma Cantu), Adoption of Ordinance #_____ - Cervantes

NATURE OF REQUEST:

Project Timeline:

- August 11, 2026 – Application for a Conditional Use Permit (“CUP”) submitted to the City.
- August 31, 2026 – Following State and local law, notice of the required public hearings was mailed to all property owners within 200 feet of the subject tract.
- September 16, 2026 – Public hearing and consideration of the requested Conditional Use Permit by the Planning and Zoning Commission (P&Z).
- October 13, 2026 – Public hearing and consideration of the requested Conditional Use Permit by the City Council.

Summary:

- The site is located at the Southwest corner of Conway Avenue and 6th Street.
- Pursuant to Section 1.56 (11)(G) of the City of Mission Code of Ordinances, the Sale and on-site consumption of Alcoholic Beverages requires the approval of a conditional use permit by the City Council.
- The Drunken Chicken Restaurant has been in operation at this location since September 13, 2022. The restaurant offers a variety of BBQ plates and would like to incorporate alcohol beverages into their menu.
- The hours of operation are as follows: Tuesday to Saturday from 9:00 a.m. to 10:00 p.m., Sunday from 9:00 a.m. to 6:00 p.m., Monday closed
- Staff: 10 employees
- Parking: The restaurant has 14 tables that seat 4 to 8 people for a total of 78 seating spaces, which would require 26 parking spaces. They currently have 10 parking spaces at the back of the building. The restaurant would be exempt by Code from requiring new off-street parking, since it is located within the Downtown District. Staff notes that the city parking lot at the NW corner of Conway and 6th Street, which has an additional 44 parking spaces, was also available. The applicant has an agreement with the church to use their parking spaces if needed.
- Sale of Alcohol: Section 1.56(3)(a) of the Zoning Code requires a minimum separation of 300' from the property line of any church, school, publicly owned property, or residence. There is a church and 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 the sale of alcoholic beverages at this location was on January 12, 2008 for a period of 1 year for Cocina del Caribe Restaurant.
- The Planning staff has not received any objections to the request from the surrounding property owners. Staff mailed out (23) legal notices to the surrounding property owners.

STAFF RECOMMENDATION:

- Approval for a 1-year permit to continue to assess this business.
- Waiver of the 300' separation requirement from a church and residential homes
- Must comply with all City Codes (Building, Fire, Health, etc.)
- Hours of Operation are the following: Tuesday to Saturday from 9:00 a.m. to 10:00 p.m., Sunday from 9:00 a.m. to 6:00 p.m., and Monday closed
- Must comply with TABC requirements
- CUP is not transferable to others

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *JP7*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT FOR THE SALE & ON-SITE CONSUMPTION OF ALCOHOLIC BEVERAGES – THE DRUNKEN CHICKEN IN A PROPERTY ZONED (C-3) GENERAL BUSINESS DISTRICT, BEING LOT 12, BLOCK 92, MISSION ORIGINAL TOWNSITE SUBDIVISION, LOCATED AT 523 N. CONWAY AVENUE, SUITES 1 AND 2.

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of September 16, 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, October 13, 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”

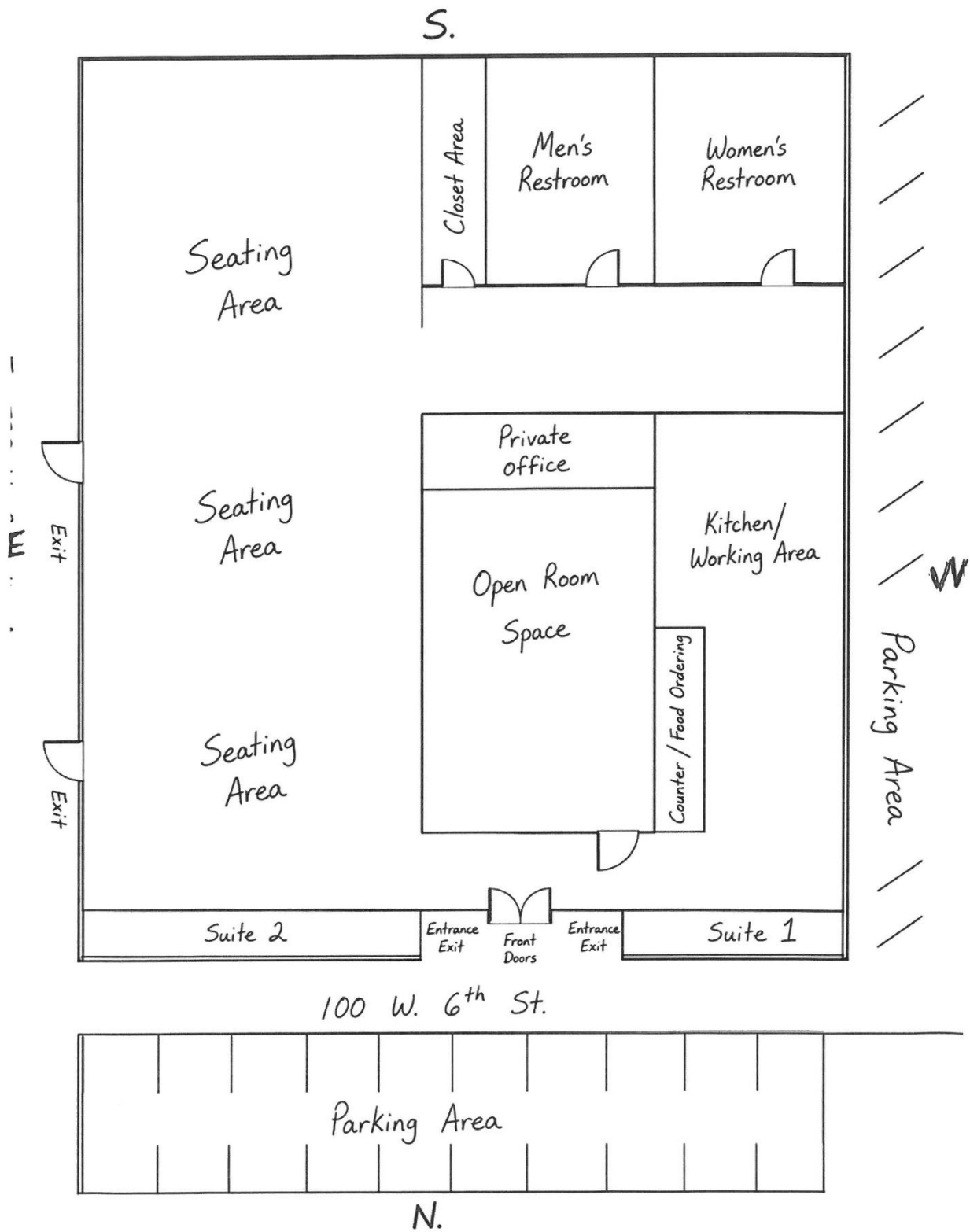
Legal Description	Type	Conditions of Approval
523 N. Conway Avenue, Suites 1 and 2 Being Lot 12, Block 92, Mission Original Townsite Subdivision.	Sale & On-site Consumption of Alcoholic Beverages – The Drunken Chicken in a Property Zoned (C-3) General Business District	1. Approval for a 1-year permit to continue to assess this business. 2. Waiver of the 300’ separation requirement from a church and residential homes 3. Must comply with all City Codes (Building, Fire, Health, etc.) 4. Hours of Operation are the following: Tuesday to Saturday from 9:00 a.m. to 10:00 p.m., Sunday from 9:00 a.m. to 6:00 p.m., and Monday closed 5. Must comply with TABC requirements 6. CUP is not transferable to others

READ, CONSIDERED AND PASSED, this the 13th day of October, 2026.

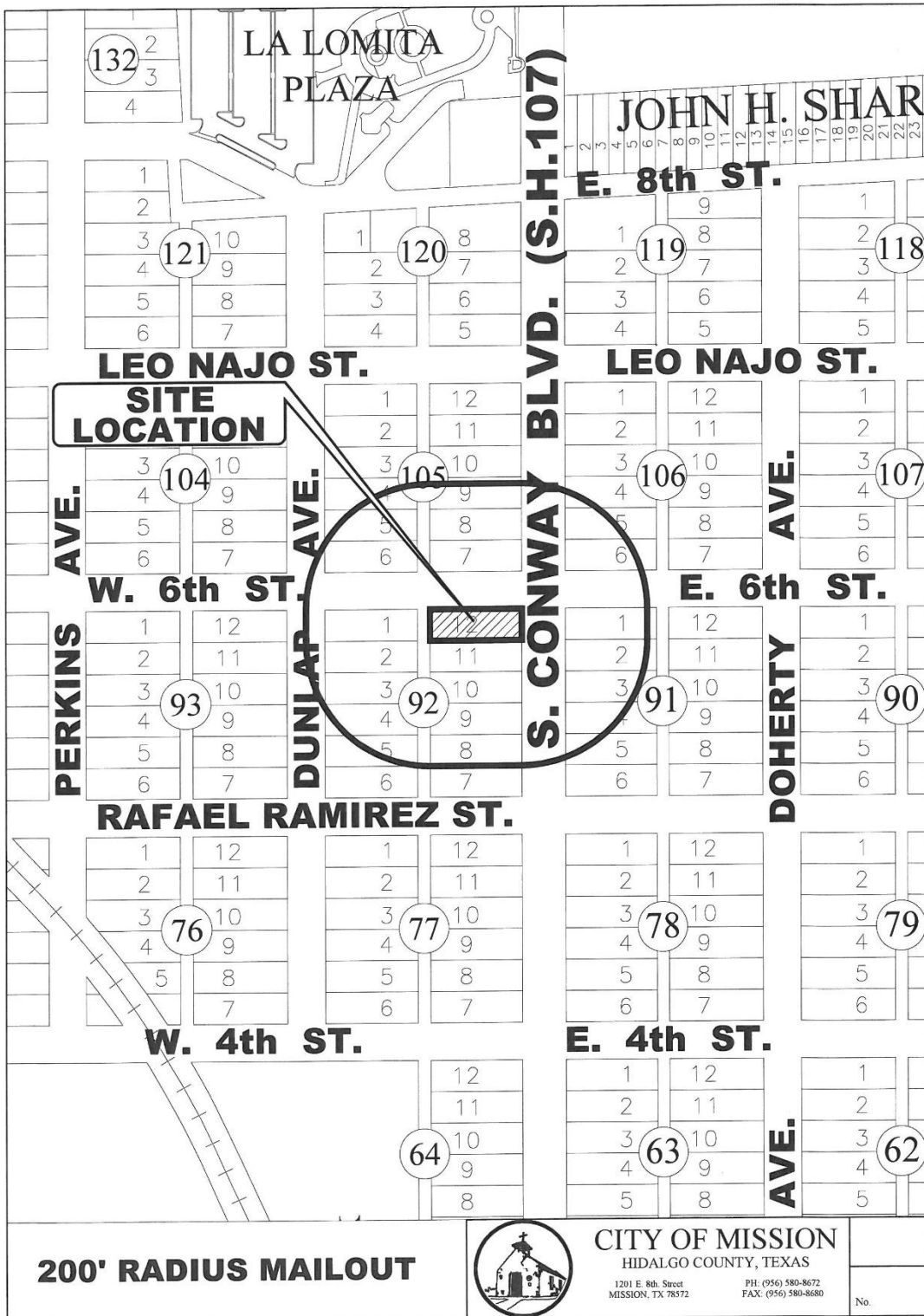
Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



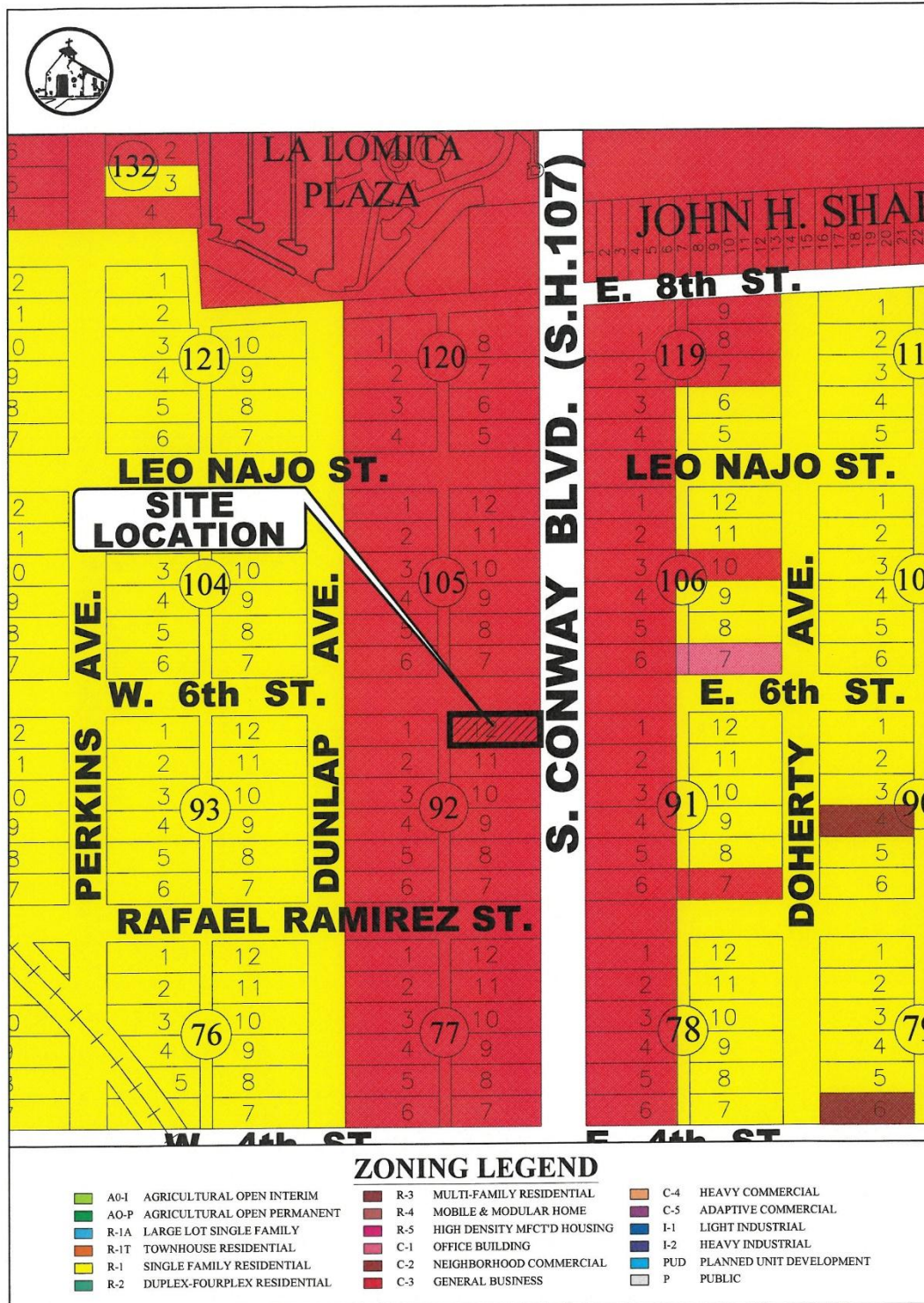
VICINITY MAP



AERIAL MAP



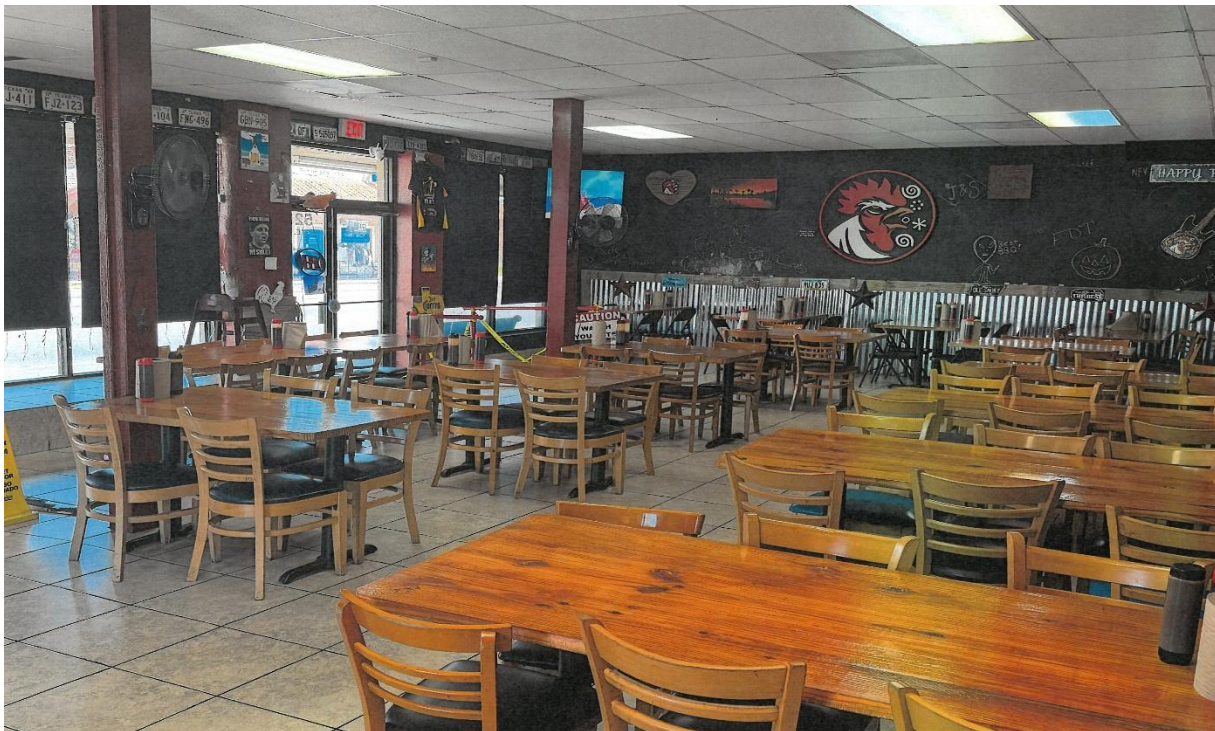
ZONING MAP



EXTERIOR PHOTOS

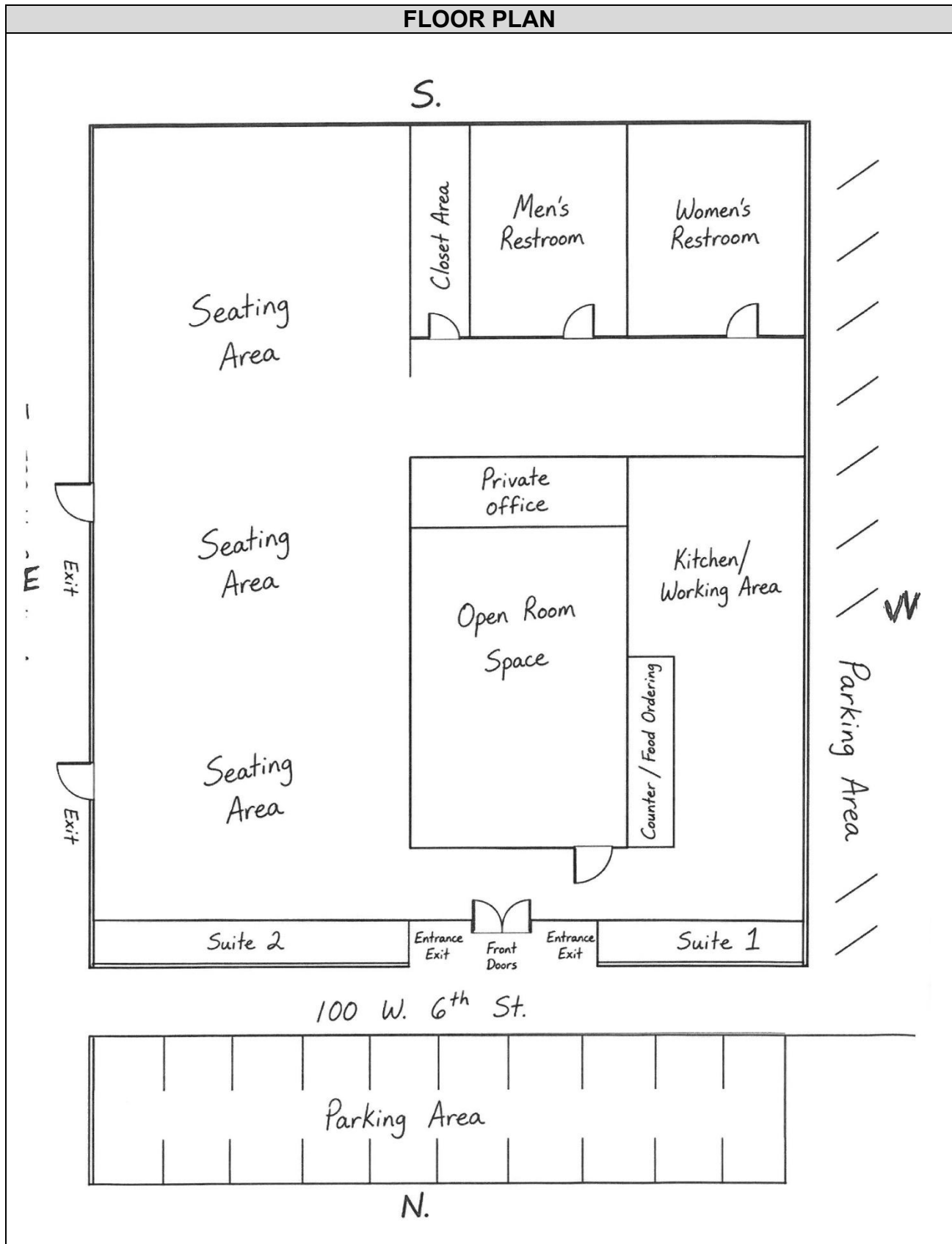


INTERIOR PHOTOS



INTERIOR PHOTO





MENU

Chicken

Whole Chicken w/ 2 med sides \$24.99
 large sides. \$26.99

½ chicken w/2 sides \$14.99
 ¼ chicken w/2 sides \$9.99

Sandwiches

Chicken sandwich w/2 sides \$10.99
 Pulled Pork sandwich w/2 sides \$12.99
 1/3 Brisket Sandwich w/2 sides \$13.99
 1/2 Brisket Sandwich w/2 sides \$17.99

Mayberry Melt w/2 sides

Chicken \$14.99
 Pork \$14.99
 Brisket \$16.99

Texas Mess Bowl

Chicken \$11.99
 Pork \$10.99
 Brisket \$12.99

Plates

1 meat plate w/2 sides \$16.99
 2 meat plate w/2 sides \$18.99
 3 meat plate w/2 sides \$20.99
 (brisket, chicken, pulled pork, sausage, pork ribs)



The Drunken Chicken

BBQ Grill & Catering
 523 N Conway Ave
 Mission, TX 78572
 956-600-8989

Crispy Tacos

with rice & beans

Chicken \$9.99
 Brisket \$14.99

Smash Burgers

w/ Homemade fries
 & Canned drink

¼ lb. \$ 9.99
 ½ lb. \$13.99

Add brisket \$3.00

Homemade fries

Small \$3.99
 Medium \$4.99
 Large \$5.99

"The South Sider" Taco

Chicken \$10.99
 Pork \$10.99
 Brisket \$12.99

Tacos

3 tacos (brisket or sausage) w/2 sides \$16.99
 1 Taco (brisket or sausage) \$4.99
 3 Tacos (chicken or pork) w/2 sides \$13.99
 1 Taco (chicken or pork) \$3.99

1-pound

½ pound

Brisket \$28.99 \$16.99
 Pork \$16.99 \$13.99

Sausage link \$3.99 each

* Texas Twinkies \$3.99 each

Sides

Rice, Beans, Potato Salad, Pasta Salad, Corn & Green Bean Mix
 Mac N Cheese, Tater Tot Casserole, Mexican Cole slaw,
 Creamed corn, Baked potato

Lg. 16 oz - \$5.99 Med. 12 oz - \$4.99 Sm. 8 oz - \$3.99

Chips - \$1.75

Jalapenos - .50

Lemonade \$3.99

Canned drinks \$1.75

Iced Tea \$3.99

Mexican sodas \$3.99

Cherry Kool-Aid \$3.99

Find us on Facebook

TABC APPLICATION

8/6/26, 3:21 PM

Document



43693

Document reference ID : 639852

Licensing Application Summary

You must review your application and confirm that the information displayed here is correct. Select **Review and Confirm** to continue and make the payment. If the information is not correct, select **Back** to return to the application, edit the data as needed and finalize the submission. If you need to store the application packet for your records, select **Download**.

Application ID: 639852
Applicant Name: THE DRUNKEN CHICKEN BBQ-GRILL LLC
License Type applied for: Wine and Malt Beverage Retailer's On-Premise Permit (BG)

Entity Information

Business Structure: Limited liability company
FEIN/SSN Number: 423845886
Member Managed or Manager Managed: Member Managed
Historically Underutilized Business: No
Veteran-owned business: No
Fraternal Owned: No
Secretary of State Filing Number: 806690262
Date Filed: 7/9/2026
Filing State: TX

Primary Business Entity Contact Information

Legal First Name: OSCAR
Legal Middle Name: MALDONADO
Email Address: omaldonado.mbs@gmail.com
Phone Number: 956-369-5203

<https://tabcaims.elicense365.com/Licensing/ApplicationSummary?token=C82332B420C740F0175ADF984101459A31ADA44772FD2BF63D6292C56...> 1/11

TABC APPLICATION

8/6/26, 3:21 PM

Document

Initial Application Information

Authority Type: I am a principal or authorized user with binding authority

Legal First Name: ERICA

Legal Middle Name: IRMA

Legal Last Name: CANTU

Email Address: thedrunkenchicken956@yahoo.com

Phone Number: 956-279-0423

Principal Parties

Principal Parent Entity	Principal Party	Role	Ownership %	Action
THE DRUNKEN CHICKEN BBQ-GRILL LLC	Juan Alberto Cantu	Member	50	Added
THE DRUNKEN CHICKEN BBQ-GRILL LLC	Erica Irma Cantu	Member	50	Added

MAILOUT LIST

PROP_ID	name	addrDelive	addrCity	addrState	addrZip
239323	OCHOA MANUEL & MARIA C	8416 ZURICH AVE	MISSION	TX	78573-3888
239385	FR ROY SNIPES	620 N DUNLAP AVE	MISSION	TX	78572-5150
239326	GUEVARA NORMA	507 N CONWAY	MISSION	TX	78572-5355
239396	CANIZALES ROGELIO AREVALO	1308 SAMANTHA ST	MISSION	TX	78574-3610
239327	VARCO INVESTMENTS LTD	700 E LEVEE ST STE 101	BROWNSVILLE	TX	78520-5267
239321	GUZMAN ISMAEL & ALMA M	506 N DUNLAP AVE	MISSION	TX	78572-5102
239320	MORENO ROY & BIANCA HILARIA	508 N DUNLAP AVE	MISSION	TX	78572-5102
239319	TAMAYO RITA RODRIGUEZ ET AL	1111 W YUCCA	MCALLEN	TX	78504
239318	DE LA CRUZ CONSUELO	121 W 6TH ST	MISSION	TX	78572-5121
239330	PANKRATZ JOHN	1206 S LINDA ST	ALTON	TX	78573
239329	GONZALEZ MARIA YOLANDA N	1603 DOHERTY AVE	MISSION	TX	78572
239328	INNOVATIVE DISABILITY CONSULTING INC	515 N CONWAY AVE	MISSION	TX	78572
239310	BDSO LLC	500 N CONWAY AVE	MISSION	TX	78572-5356
239307	LOPEZ ONESIMO & AURORA	1632 N BRYAN RD	MISSION	TX	78572-3020
239387	OUR LADY OF GUADALUPE	620 N DUNLAP AVE	MISSION	TX	78572-5150
239386	OUR LADY OF GUADALUPE	620 N DUNLAP AVE	MISSION	TX	78572-5150
344593	ROMAN CATHOLIC DIOCESE OF BROWNSVILLE	PO BOX 2279	BROWNSVILLE	TX	78522-2279
239304	CITY OF MISSION	1201 E 8TH ST	MISSION	TX	78572-5812
239306	GONZALEZ MARIA YOLANDA N	1603 DOHERTY AVE	MISSION	TX	78572
239309	TAKE HELP LLC	FM 1427 1/2 MILE S	PINITAS	TX	78576
239308	GARCIA ALEJANDRO L & KENIA ALEXANDRA ALARCON CABRAL	6113 N MOOREFIELD RD	MISSION	TX	78574
239322	OCHOA MANUEL & MARIA C	8416 ZURICH AVE	MISSION	TX	78573-3888
239305	ALEMAN JUAN	1800 CHERIL RD	MISSION	TX	78573-9108



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 13, 2026

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

AGENDA ITEM: Conduct a public hearing and consideration of a Conditional Use Permit for a bar named Mala Fama Restaurant Bar and for the Sale & On-Site Consumption of Alcoholic Beverages in a (C-3) General Business District, being Lot 1, Re-subdivision of Plaza Cantera Subdivision (AKA as Lots 2A and 3, Stewart Plaza Subdivision), located at 1512 E. Expressway 83, Suites 108 and 109, Applicant: Janette Salinas dba JS Ventures Group, LLC - Cervantes), Adoption of Ordinance #_____ - Cervantes

NATURE OF REQUEST:

Project Timeline:

- August 5, 2026 – Application for a Conditional Use Permit (“CUP”) submitted to the City.
- August 29, 2026 – Following State and local law, notice of the required public hearings was mailed to all property owners within 200 feet of the subject tract.
- September 16, 2026 – Public hearing and consideration of the requested Conditional Use Permit by the Planning and Zoning Commission (P&Z).
- October 13, 2026 – Public hearing and consideration of the requested Conditional Use Permit by the City Council.

Summary:

- The subject site is located at the Southwest corner of Stewart Road and Expressway 83.
- 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 total of 4,000 square feet for two (2) suites within a commercial plaza for a bar/lounge venue and would like to offer the sale and on-site consumption of alcoholic beverages to her customers. The venue has a kitchen and food will be available for the customers.
- The applicant will have live music inside and must comply with the noise ordinance.
- Hours of Operation: Wednesday thru Sunday from 8:00 p.m. to 2:00 a.m.
- Staff: 10 employees
- The parking is held in common for this commercial plaza; there is a total of 218 parking spaces that are shared with other businesses.
- As per the Fire Department the maximum capacity for this venue is 145 people.
- The Planning staff has not received any objections to the request from the surrounding property owners. Staff mailed out (14) 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:

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 Officer 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 145 people
8. Must have security cameras inside and outside with a minimum 30-day retention
9. Must comply with the noise ordinance
10. Hours of operation: Wednesday thru Sunday from 8:00 p.m. to 2:00 a.m.

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *JP7*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT FOR A BAR NAMED MALA FAMA RESTAURANT BAR AND FOR THE SALE & ON-SITE CONSUMPTION OF ALCOHOLIC BEVERAGES IN A (C-3) GENERAL BUSINESS DISTRICT, BEING LOT 1, RE-SUBDIVISION OF PLAZA CANTERA SUBDIVISION (AKA AS LOTS 2A AND 3, STEWART PLAZA SUBDIVISION), LOCATED AT 1512 E. EXPRESSWAY 83, SUITES 108 AND 109.

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of September 16, 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, October 13, 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
1512 E. Expressway 83 Suites. 108 and 109 Being Lot 1, Re-subdivision of Plaza Cantera Subdivision (AKA as Lots 2A and 3, Stewart Plaza Subdivision).	Sale & On-site Consumption of Alcoholic Beverages – Mala Fama in a Property Zoned (C-3) General Business District	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 is not transferable to others - Must have a minimum of three (3) Level II Security Officer 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 is 145 people - Must have security cameras inside and outside with a minimum 30-day retention - Must comply with the noise ordinance - Hours of operation: Wednesday thru Sunday from 8:00 p.m. to 2:00 a.m.

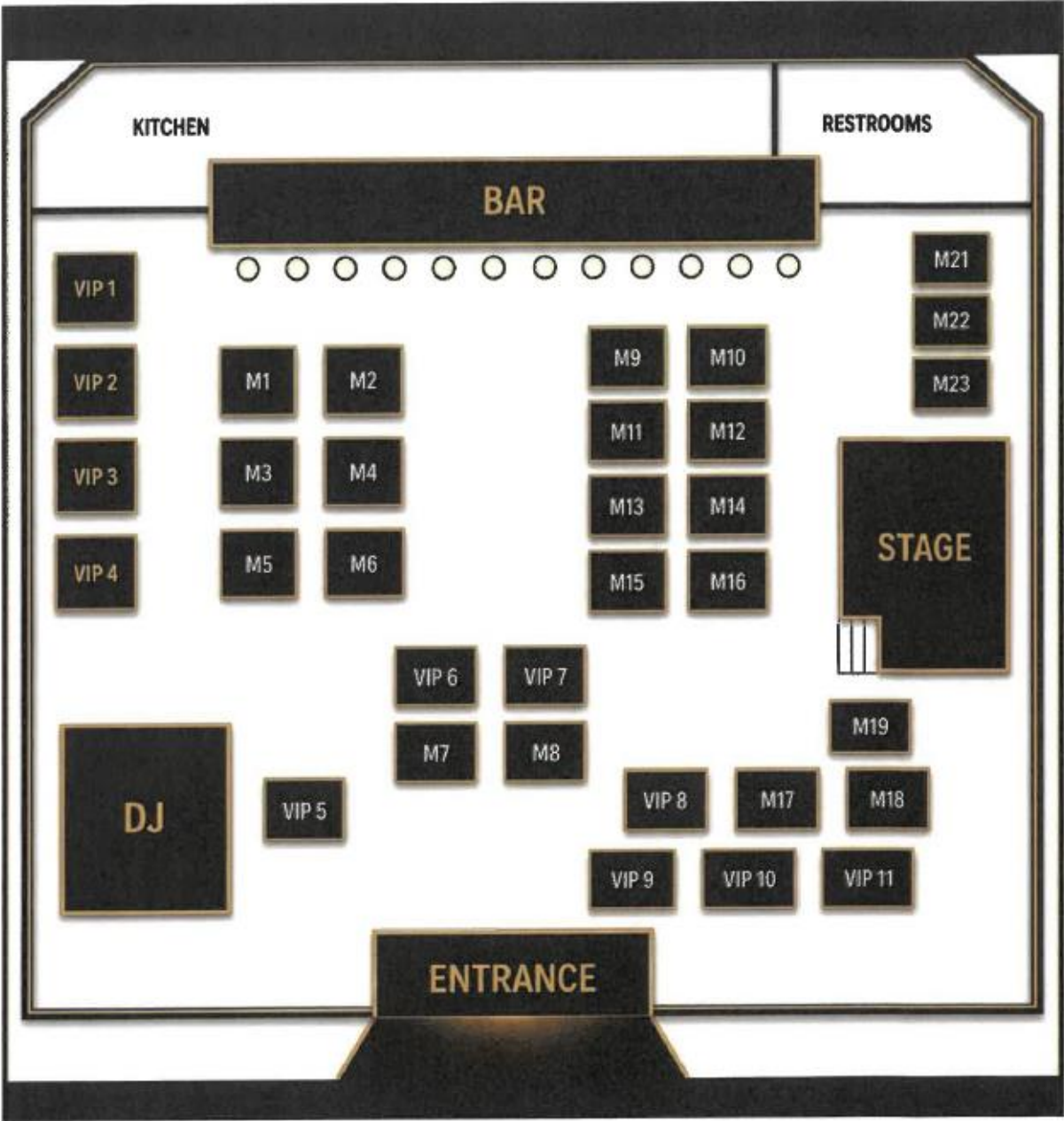
READ, CONSIDERED AND PASSED, this the 13th day of October, 2026.

Norie Gonzalez Garza, Mayor

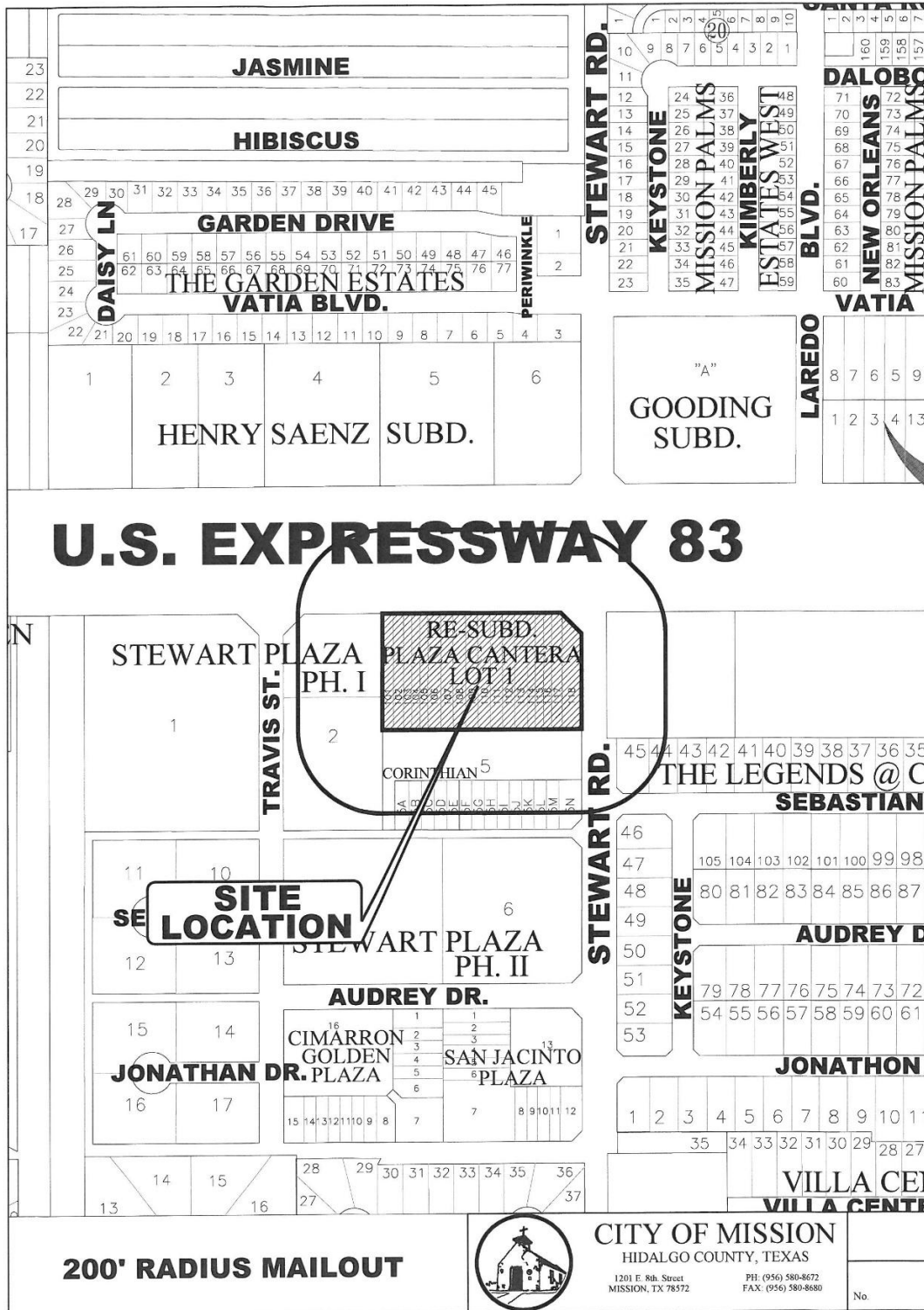
ATTEST:

Anna Carrillo, City Secretary

EXHIBT “A”



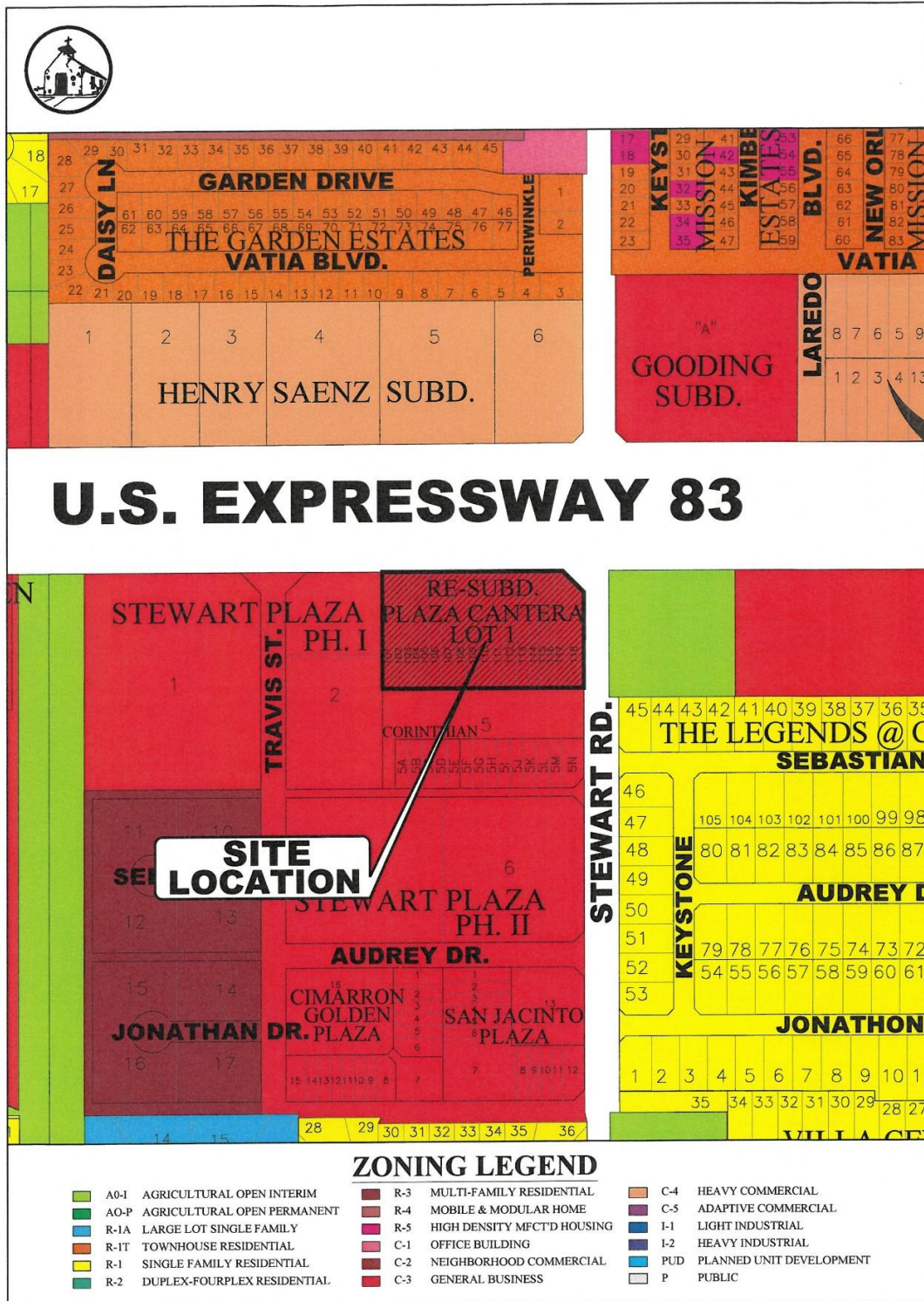
LEGAL NOTICE MAP



AERIAL PHOTO



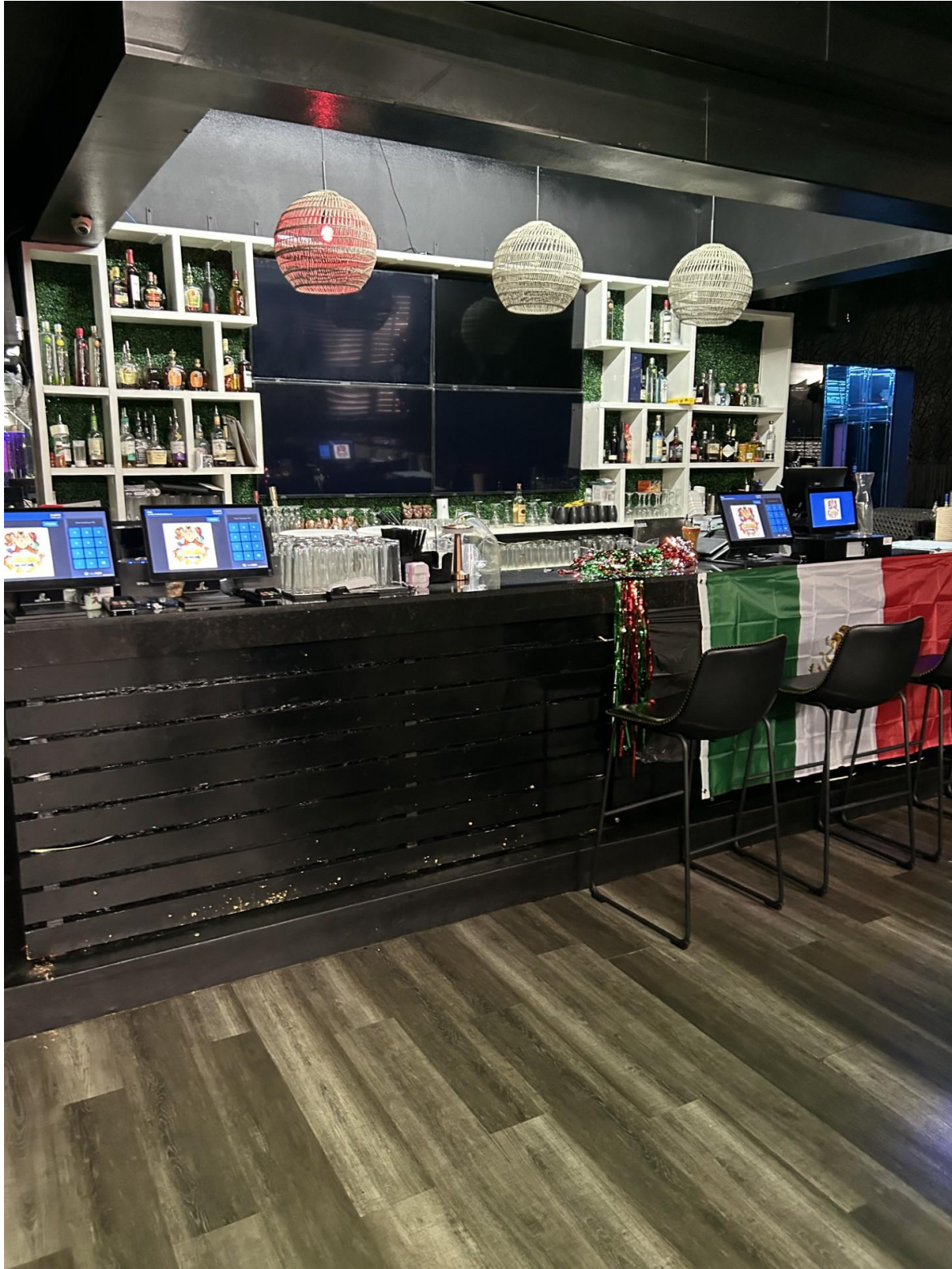
ZONING MAP



EXTERIOR PHOTO

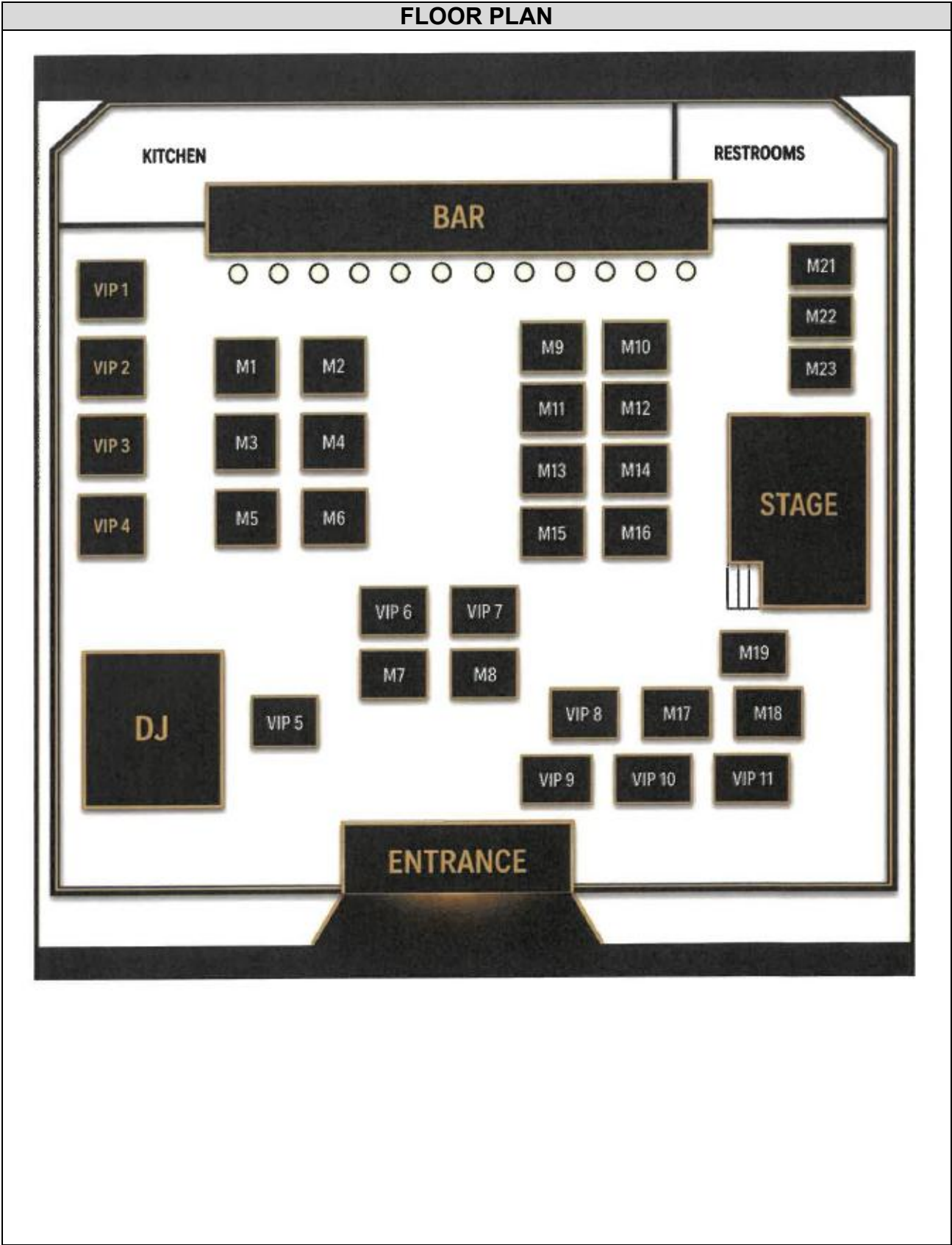


INTERIOR PHOTO

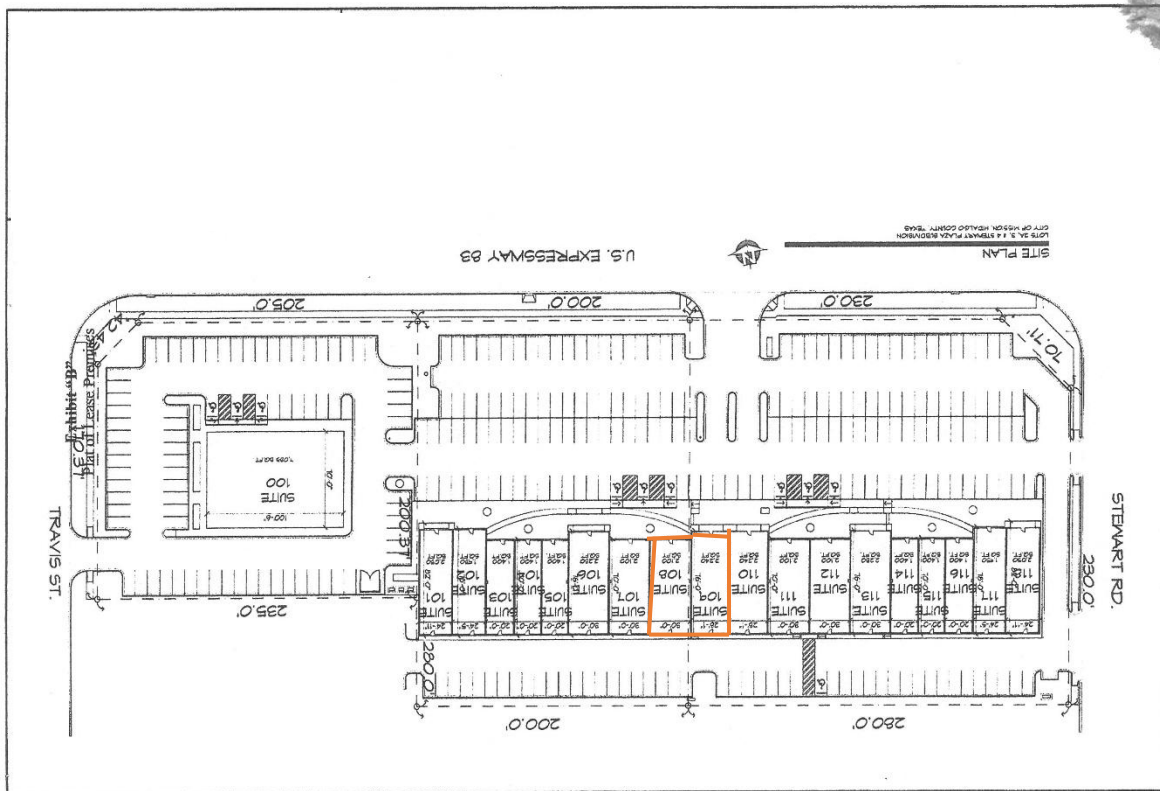


INTERIOR PHOTO





SITE PLAN



FOOD MENU



MALA FAMA

RESTAURANT BAR

APPETIZERS

LOADED FRIES	\$10.99
Cheddar cheese, bacon, and fajita.	
MOZZARELLA STICKS	\$9.99
ONION RINGS	\$8.99
CHIPS & SALSA	\$4.99
FRIES	\$5.99



MALA FAMA SAMPLER \$20.99

Onion rings, mozzarella sticks, loaded fries
and bone in wings. Serves 2 or more / para 2 o más.

WINGS & BONELESS

SERVED WITH FRIES & RANCH OR BLUE CHEESE.

BONE IN WINGS

6 WINGS	\$10.99
12 WINGS	\$15.99
18 WINGS	\$21.99
24 WINGS	\$28.99

BONELESS WINGS

8 BONELESS	\$10.99
16 BONELESS	\$15.99
24 BONELESS	\$21.99
32 BONELESS	\$28.99

WING FLAVORS

- BUFFALO
- MILD BUFFALO
- HONEY BBQ
- SWEET CHILI SRIRACHA
- GARLIC PARMESAN
- MANGO HABANERO
- SWEET TERIYAKI
- LEMON PEPPER DRY RUB

TACOS

CORN (4) | FLOUR (2)

BISTEC	\$10.99
BEEF FAJITA	\$11.99
CHICKEN FAJITA	\$10.99
FISH	\$11.99
SHRIMP*	\$12.99

SPECIALTY TACOS

PIRATA TACOS	\$13.99
Beef fajita, melted cheese, avocado, and grilled onions on flour tortillas.	
GOBERNADOR TACOS*	\$14.99
Grilled shrimp, cheese & onions on flour tortillas.	

PANCHOS

BEEF FAJITA PANCHOS	\$16.99
Loaded with queso, pico de gallo, jalapeños, guacamole, and sour cream.	
MALA FAMA PANCHOS	\$18.99
Beef & Chicken Fajita loaded with queso, pico de gallo, jalapeños, guacamole, and sour cream.	

SALADS

CAESAR SALAD	\$8.99
Romaine lettuce, parmesan cheese, croutons, and Caesar dressing.	
ADD CHICKEN	\$4.00
ADD SHRIMP*	\$5.00
HOUSE SALAD	\$9.99
Mixed greens, tomatoes, cucumbers, shredded cheese, and croutons.	
ADD CHICKEN	\$4.00
ADD SHRIMP*	\$5.00

CEVICHE

CEVICHE MALA FAMA	\$15.99
Fish, shrimp, onion, tomato, jalapeño, and cucumber.	

SEAFOOD BASKETS

SERVED WITH FRIES, SALAD & TARTAR SAUCE.

FISH BASKET	\$15.99
SHRIMP BASKET*	\$17.99
FISH & SHRIMP BASKET	\$19.99

BURGERS

SERVED WITH FRIES.

HAMBURGER	\$11.99
CHEESEBURGER	\$13.49
BACON CHEESEBURGER	\$15.49

TABC APPLICATION



Document reference ID : 624543

Licensing Application Summary

You must review your application and confirm that the information displayed here is correct. Select **Review and Confirm** to continue and make the payment. If the information is not correct, select **Back** to return to the application, edit the data as needed and finalize the submission. If you need to store the application packet for your records, select **Download**.

Application ID: 624543
Applicant Name: JS Ventures Group LLC
License Type applied for: Mixed Beverage Permit (MB)

Entity Information

Business Structure: Limited liability company
FEIN/SSN Number: 422931805
Member Managed or Manager Managed: Member Managed
Historically Underutilized Business: No
Veteran-owned business: No
Fraternal Owned: No
Secretary of State Filing Number: 806629070
Date Filed: 6/2/2026
Filing State: TX

Primary Business Entity Contact Information

Legal First Name: Janette
Legal Middle Name: Salinas
Email Address: janetteslins@yahoo.com
Phone Number: 956-569-1624

TABC APPLICATION**Initial Application Information**

Authority Type: I am a principal or authorized user with binding authority

Legal First Name: Janette

Legal Last Name: Salinas

Email Address: janetteslms@yahoo.com

Phone Number: 956-569-1624

Principal Parties

Principal Parent Entity	Principal Party	Role	Ownership %	Action
JS Ventures Group LLC	Janette Salinas	Member	100	Added

MAILOUT LIST

PROP_ID	name	addrDelive	addrCity	addrState	addrZip
686778	MGV INVESTMENT GROUP LLC	4712 VERMONT AVE	MCALLEN	TX	78503-7318
686779	BLUE SUNRISE INVESTMENTS LLC	312 W NOLANA LOOP	PHARR	TX	78577-8396
686790	LESKKO REAL ESTATE INVESTORS LTD	1205 TRAVIS ST	MISSION	TX	78572-2033
686792	LESKO REAL ESTATE INVESTORS LTD	1205 TRAVIS ST	MISSION	TX	78572-2033
686786	LESKKO REAL ESTATE INVESTORS LTD	1205 TRAVIS STREET	MISSION	TX	78572-2033
686793	CARDENAS OSCAR & LESVIA	1205 TRAVIS ST	MISSION	TX	78572-2033
686787	LESKKO REAL ESTATE INVESTORS LTD	1205 TRAVIS STREET	MISSION	TX	78572-2033
686784	LESKKO REAL ESTATE INVESTORS LTD	1205 TRAVIS ST	MISSION	TX	78572-2033
686785	DLT DEVELOPMENT LLC	3907 SANTA VERONICA	MISSION	TX	78572-9578
686765	LESKKO REAL ESTATE INVESTORS LTD	1205 TRAVIS STREET	MISSION	TX	78572-2033
668048	ZAPATA GERARDO DANIEL	1601 SEBASTIAN ST	MISSION	TX	78572-6067
280841	RRR DEVELOPMENT LP	PO BOX 86	HIDALGO	TX	78557-0086
668047	TRISTAN YRIS VIOLETA ROBLES	1603 SEBASTIAN ST	MISSION	TX	78572-6067
686763	MGV INVESTMENT GROUP LLC	4712 VERMONT AVE	MCALLEN	TX	78503-7318



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 13, 2026

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

AGENDA ITEM: Conduct a public hearing and consideration of a Conditional Use Permit to construct four (4) electric vehicle charging ports, being Lot 1A, Sharyland Place Subdivision, in a (C-3) General Business District, located at 2410 E. Expressway 83. Applicant: Brad Slott P.E., Project Manager (Kimley/Horn), Adoption of Ordinance # _____ - Cervantes

NATURE OF REQUEST:

Project Timeline:

- July 22, 2026 – Application for a Conditional Use Permit (“CUP”) submitted to the City.
- August 31, 2026 – Following State and local law, notice of the required public hearings was mailed to all property owners within 200 feet of the subject tract.
- September 16, 2026 - Public hearing and consideration of the requested Conditional Use Permit by the Planning and Zoning Commission (P&Z)
- October 13, 2026 – Public hearing and consideration of the requested Conditional Use Permit by the City Council.

Summary:

- The subject site is located at the Southeast corner of S. Shary Road (F.M. 494) and E. Expressway 83.
- The applicant is proposing to install 4 charging ports. The charging ports will be placed within the Walmart Supercenter parking lot for public use.
- Access to the chargers would be through 2 driveways off S. Shary Road and 2 driveways off E. Expressway 83.
- Pursuant to Section 1.43 (3)(b) of the City of Mission Code of Ordinances, a gasoline service station or retail outlets where gasoline products are sold require the approval of a conditional use permit by the City Council.
- The proposed hours of operation are as follows: Monday – Sunday, 24Hours.
- The working staff will be 0 employees, self-operated.
- Parking & Landscaping: It is noted that the parking spaces are held in common for this commercial. A total of 952 parking spaces are available for this establishment.
- The Planning staff has not received any objections to the request from the surrounding property owners. Staff mailed out (20) 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:

1. Life of Use Permit with the understanding the permit can be revoked for non-compliance.
2. Must apply for a building and sign permit
3. Must comply with all City Codes (Building, Fire, Health, etc.)
4. CUP is not transferable to others.

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *JP7*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT TO CONSTRUCT FOUR (4) ELECTRIC VEHICLE CHARGING PORTS, BEING LOT 1A, SHARYLAND PLACE SUBDIVISION, IN A (C-3) GENERAL BUSINESS DISTRICT, LOCATED AT 2410 E. EXPRESSWAY 83.

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of September 16, 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, October 13, 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
2410 E. Expressway 83 Being Lot 1A, Sharyland Place Subdivision.	To construct four (4) electric vehicle charging ports	1. Life of Use Permit with the understanding the permit can be revoked for non-compliance. 2. Must apply for a building and sign permit 3. Must comply with all City Codes (Building, Fire, Health, etc.) 4. CUP is not transferable to others.

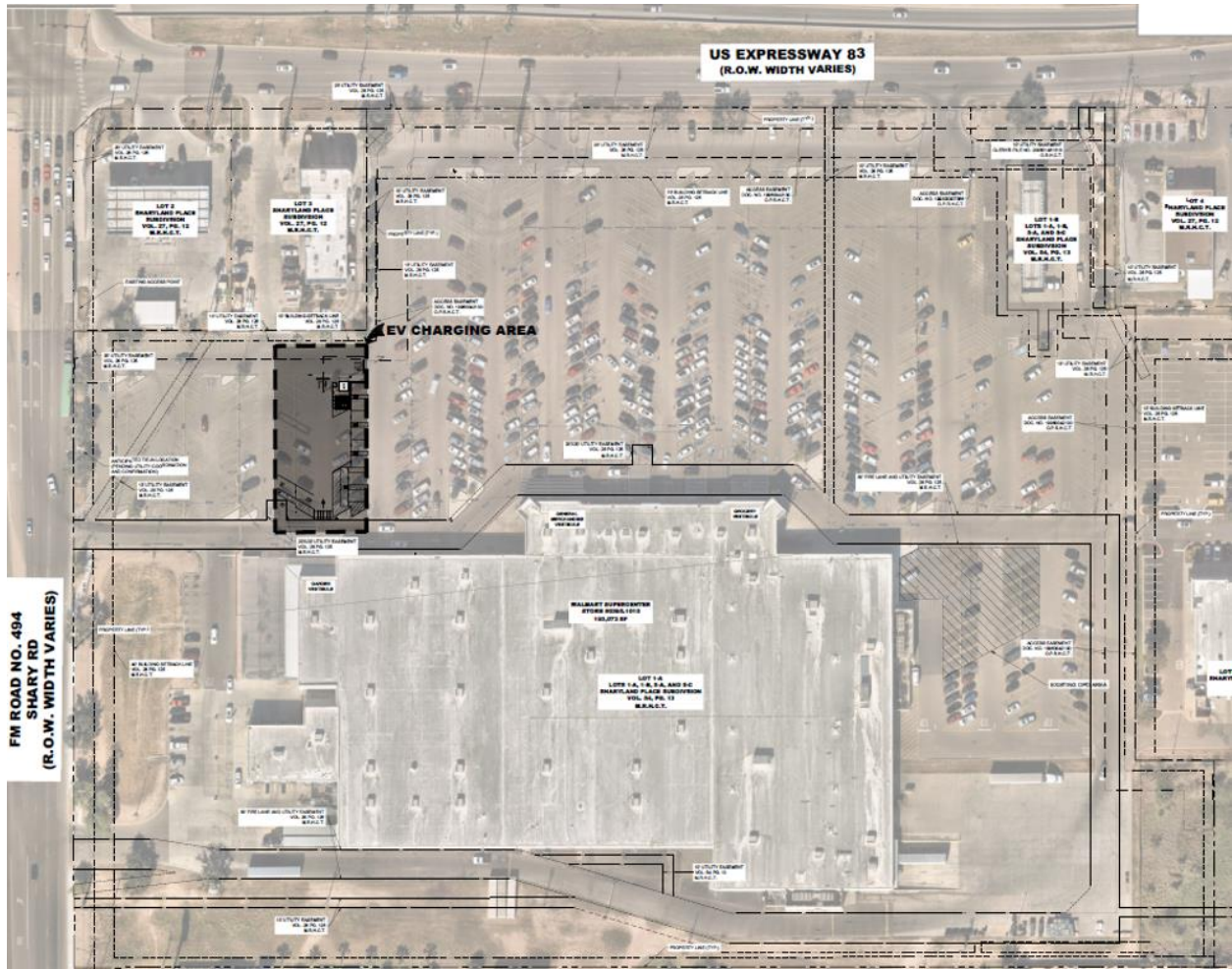
READ, CONSIDERED AND PASSED, this the 13th day of October, 2026.

Norie Gonzalez Garza, Mayor

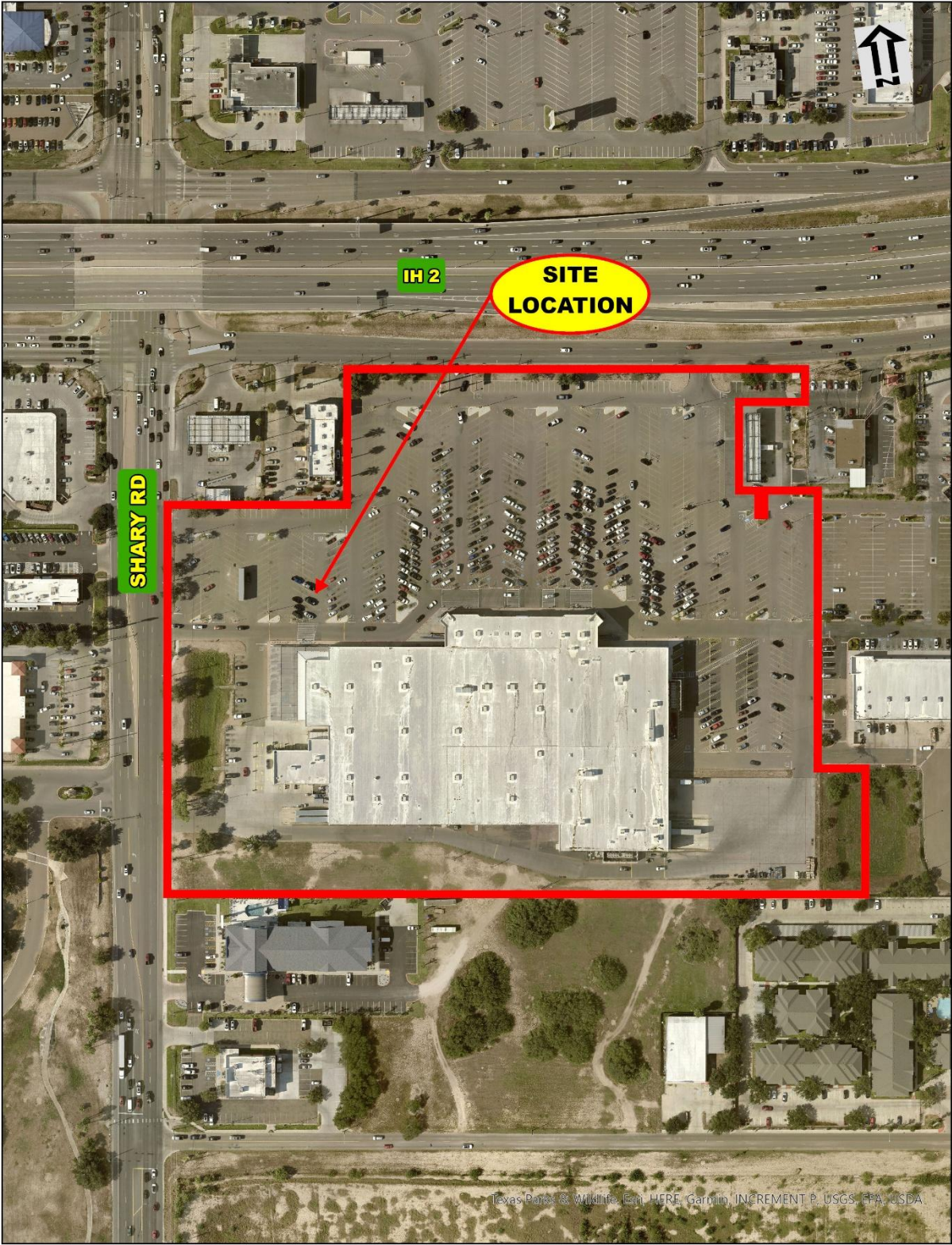
ATTEST:

Anna Carrillo, City Secretary

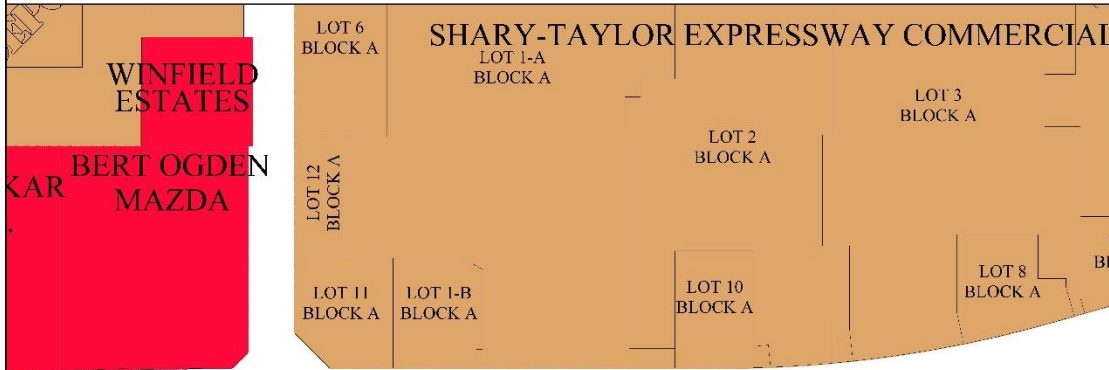
EXHIBIT "A"



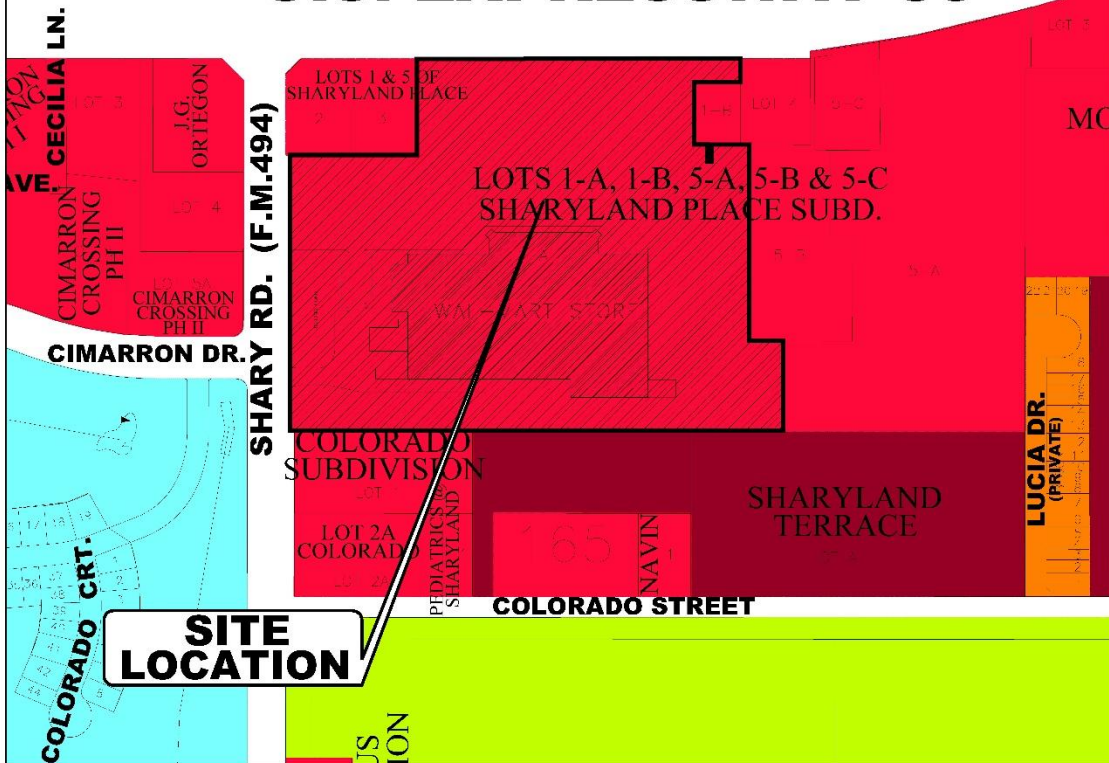
AERIAL MAP



ZONING MAP



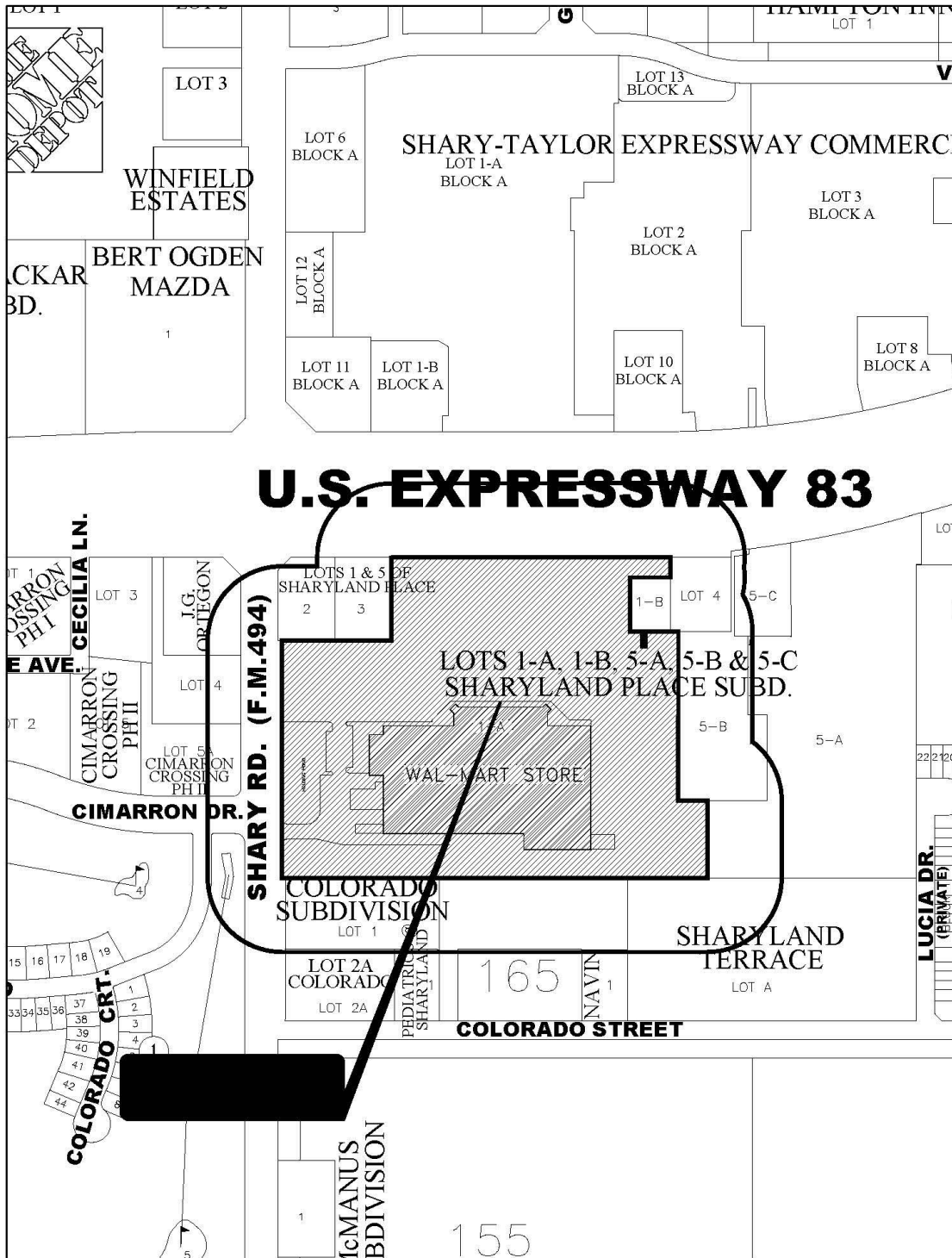
U.S. EXPRESSWAY 83



ZONING LEGEND

	A0-I AGRICULTURAL OPEN INTERIM		R-3 MULTI-FAMILY RESIDENTIAL		C-4 HEAVY COMMERCIAL
	A0-P AGRICULTURAL OPEN PERMANENT		R-4 MOBILE & MODULAR HOME		C-5 ADAPTIVE COMMERCIAL
	R-1A LARGE LOT SINGLE FAMILY		R-5 HIGH DENSITY MFCT'D HOUSING		I-1 LIGHT INDUSTRIAL
	R-1T TOWNHOUSE RESIDENTIAL		C-1 OFFICE BUILDING		I-2 HEAVY INDUSTRIAL
	R-1 SINGLE FAMILY RESIDENTIAL		C-2 NEIGHBORHOOD COMMERCIAL		PUD PLANNED UNIT DEVELOPMENT
	R-2 DUPLEX-FOURPLEX RESIDENTIAL		C-3 GENERAL BUSINESS		P PUBLIC

LEGAL NOTICE MAP



200' RADIUS MAILOUT



CITY OF MISSION
HIDALGO COUNTY, TEXAS

1201 E. 8th Street
MISSION, TX 78572

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

No.

SITE PLAN





PICTURE

hyc400

Product data sheet 1/3

100 kW to 400 kW
DC-charging system
for EVs



Up to **97.5 %**
efficiency under full load

Up to **2x 600 A**
simultaneous output

50 kW
dynamic load management granularity

150 - 1000 V
output range

Bidirectional
future capability



All-in-one design for an
ultra-compact footprint



Up to 4 simultaneous
charge outputs



Power-Stack
scalable architecture

hyc400

Product data sheet 2/3

Charging Interfaces

Connection options	CCS1, J3400 (NACS), CHAdeMO
Cable lengths	11.5 ft (3.5 m), 16.4 ft (5 m), 25 ft (7.5 m)
RFID system	ISO/IEC 14443A/B, ISO/IEC 15693, NFC
Network connections	Dual SIM, 4G LTE Modems 10/100 Base-T Ethernet
Energy management	Configurable static power limit, Dynamic Power limit via OCPP/Modbus
Network communications protocol	Open Charge Point Protocol (OCPP) 1.6 and 2.0.1 Modbus, API
Vehicle communications protocol	DIN 70121, ISO 15118, Autocharge, Plug and Charge, CHAdeMO 1.2

Electrical

AC nominal voltage (RMS)	480 V $\pm 10\%$
AC nominal input current (RMS)	480 A
Input connection	3-Phase: L1, L2, L3, GND (no neutral)
Frequency	60 Hz
Power factor	> 0.99 at full load
THDi (Total harmonic distortion)	< 5% at full load
Conversion efficiency	up to 97.5% at full load
SCCR	65 kA
Surge protection	Type 1, In 20 kA, I _{max} 50 kA
Standby power consumption	43 W
DC output	100 kW (one Power-Stack), max. 300 A 200 kW (two Power-Stacks), max. 600 A 300 kW (three Power-Stacks), max. 900 A (600 A max. per cable) 400 kW (four Power-Stacks), max. 1200 A (600 A max. per cable)
Output voltage	150 - 1000 VDC

(1) Standard environmental conditions 60°F (17°C), 6 ft (1.8 m) distance
(2) See Manual for environmental details
(3) Depending on the configuration

hyc400

Product data sheet 3/3

General

Operating temperature	-30°C up to +55°C (-22°F to 131°F) ⁽¹⁾
Storage/transport temperature	-40°C to 70°C (-40°F to 158°F)
Altitude	< 4,000 m (< 13,000 ft) ⁽²⁾
Humidity (in operation, storage)	Up to 95% non-condensing
Enclosure type	NEMA 3R (IP54) Indoor/Outdoor
Impact resistance (IEC 62262)	IK10
Noise emission	< 52 dBA ⁽³⁾
Dimensions (H x W x D)	88 x 29 x 26 in (2185 x 732 x 663 mm)
Weight	1235 lbs up to 1965 lbs (560 kg up to 890 kg) ⁽³⁾
Accessibility	Meets ADA requirements for height and reach
User interface	15.6" display, 4 buttons, RGB connector status
Multilingual system	GUI in 27 languages
Remote management	Access control, configuration, diagnostics, software updates

Configuration Options

Branding	Options for custom colors (powder coating), custom vinyl
CMS (Cable Management System)	Metal swing arm keeps 16.4 ft (5 m) off the ground
Payment system	Credit card reader optional (Payler/Nayax), EMV Chip, Tap to Pay

Compliance and Safety

NRTL	UL 2202, UL 2231-1, UL 2231-2 CSA C22.2 No. 346.22, No. 281-12, No. 281.2-12 File No. E515867
Metering	CTEP No. 5966-24
EMC	FCC 47CFR Part 15B (Class A)
Electrical safety	NEC (NFPA 70) Article 625
NEVI	Buy America, 100% US Steel

MAILOUT LIST

PROP_ID	name	addrDelive	addrCity	addrState	addrZip
722793	MURPHY OIL USA INC	PO BOX 7300	EL DORADO	AR	71731-7300
722791	WAL-MART REAL ESTATE BUSINESS	PO BOX 8050	BENTONVILLE	AR	72712-8055
505362	VALLEY SHAMROCK INC	PO BOX 52085	PHOENIX	AZ	85072-2085
505364	MISSION SHARY PARTNERSHIP LTD	304 W NOLANA AVE	MCALLEN	TX	78504-2528
505365	CHARLIE'S FREEDOM LLC	3500 W EXPRESSWAY 83	HARLINGEN	TX	78552-3501
280845	SUSTAITA EVERARDO M	9100 S AUSTIN DR	PHARR	TX	78577-9775
816067	SUSTAITA EVERARDO PICENO	9100 S AUSTIN DR	PHARR	TX	78577-9775
713485	COLORADO MISSION PARTNERSHIP LTD	2001 ROSS AVE. STE 1900	DALLAS	TX	78201
790021	LITTLE WORLD DAY CARE & LEARNING CENTER LLC	2413 COLORADO ST	MISSION	TX	78572-9597
816344	ORFANOS G ATHANASI MD & RICARDO OCHOA MD	3013 LAKE SHORE DR	EDINBURG	TX	78539-7715
790017	CARMANT LLC	1522 WOODS ST	MISSION	TX	78572-1440
629938	SIMRAN HOSPITALITY LLC	901 S SHARY RD	MISSION	TX	78572-9106
683075	808 SOUTH SHARY ROAD LLC & 3929 W COMMERCE LLC	302 JUAREZ AVE	LAREDO	TX	78040
722796	WEINGARTEN SHARY SOUTH JV	PO BOX 2148	MILWAUKEE	WI	53201-2148
629919	ARCHLAND PROPERTY II LP	721 N WARE RD	MCALLEN	TX	78501-6616
605923	2314 EAST EXPRESSWAY LLC & 2314 EXPRESSWAY 83 LLC	1 CVS DRIVE MC 2320	WOONSOCKET	RI	2895
722798	SCF RC FUNDING IV LLC	902 CARNEGIE CENTER BLVD STE 520	PRINCETON	NJ	8540
722797	WEINGARTEN SHARY SOUTH JV	500 N BROADWAY STE 201	JERICO	NY	11753
135318	NEW CIMARRON GROUP LLC	808 S SHARY ROAD STE. 5	MISSION	TX	78572
280847	PROPERTY OWNER'S	2515 COLORADO ST	MISSION	TX	78572

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A CONDITIONAL USE PERMIT TO INSTALL FOUR (4) ELECTRIC VEHICLE
CHARGING PORTS, 2410 E. EXPRESSWAY 83 BEING ALL OF LOT 1A, SHARYLAND
PLACE SUBDIVISION, APPLICANT: BRAD SLOTT (KIMLEY/HORN)**

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of September 16, 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. on Monday, October 13, 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:

Legal Description

2410 E. Expressway 83, Being
all of Lot 1A, Sharyland Place
Subdivision

Type

To install four (4) Electric
Vehicle Charging Ports

Conditions of Approval

- Staff recommends Approval
- Must apply for a building and sign permit
- Must comply with all City Codes (Building, Fire, Health, etc.);
- Must obtain a business license prior to occupancy; and
- CUP is not transferable to others.

READ, CONSIDERED, AND PASSED, this the 13th day of October, 2026.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 13, 2026

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

AGENDA ITEM: Conduct a public hearing and consideration of the adoption of Ordinance #____ amending the code of ordinances Appendix A - Zoning, Article IV, Section 1.17, Powers of Board of Adjustment, to authorize the Zoning Board of Adjustment to hear and decide Special Exceptions expressly authorized by Appendix A; Amending Article XIII, Exceptions and Modifications, Section 1.59, General, by adding a Special Exception authorizing a carport accessory to an existing single-family or two-family residence to encroach into the required front setback; Establishing standards, procedures and conditions for such Special Exceptions. Applicant: City of Mission - Cervantes

NATURE OF REQUEST:

Project Timeline:

- September 16, 2026 – Ordinance reviewed and approved by the Planning and Zoning Commission
- October 13, 2026 – Consideration of the adoption of the ordinance by the City Council.

Summary:

- This ordinance will streamline the process for the issuance of building permits by allowing the construction of carports within the 20-foot front setback, limited to no more than 400 square feet in size, with a Special Exception granted by the Zoning Board of Adjustment.
- Section 211.009(a)(2) allows for special exceptions to the zoning ordinance if the proposed construction will not have a detrimental impact on surrounding properties.
- The applicant will be required to submit preliminary architectural plans or renderings of the proposed carport and notices to the surrounding property owners within 200 feet will be mailed along with a sign in the property with the information of the public hearing.
- The board must find that the proposed carport, including its size, location, and construction materials, is compatible with the character of the neighborhood and will not adversely affect the value of surrounding properties.

STAFF RECOMMENDATION:

Staff recommends the adoption of the ordinance.

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *JP7*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF MISSION CODE OF ORDINANCES, APPENDIX A, ZONING, ARTICLE IV, SECTION 1.17, POWERS OF BOARD OF ADJUSTMENT, TO AUTHORIZE THE ZONING BOARD OF ADJUSTMENT TO HEAR AND DECIDE SPECIAL EXCEPTIONS EXPRESSLY AUTHORIZED BY APPENDIX A; AMENDING ARTICLE XIII, EXCEPTIONS AND MODIFICATIONS, SECTION 1.59, GENERAL, BY ADDING A SPECIAL EXCEPTION AUTHORIZING A CARPORT ACCESSORY TO AN EXISTING SINGLE-FAMILY OR TWO-FAMILY RESIDENCE TO ENCROACH INTO THE REQUIRED FRONT SETBACK; ESTABLISHING STANDARDS, PROCEDURES, AND CONDITIONS FOR SUCH SPECIAL EXCEPTIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Mission 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 good government, peace, or order of Mission; and

WHEREAS, The amendments are consistent with the purpose of the Mission Comprehensive Plan, which is to provide a growth-friendly economic development environment that also preserves and enhances the character of the area; and

WHEREAS, The amendments are also consistent with Chapter 211, Municipal Zoning Authority, Sections 211.003, 211.008, and 211.009 of the Texas Local Government Code; and

WHEREAS, The Planning and Zoning Commission has reviewed the proposed amendment and has recommended approval; and

WHEREAS, The City of Mission has complied with all notices and public hearings as required by law; and

WHEREAS, The City Council of the City of Mission finds that it is 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: That the City of Mission Code of Ordinances, Appendix A, Zoning, Article IV, Section 1.17, Powers of board of adjustment, is hereby amended by adding at the end of said section a new provision, with the language underlined (added) to read as follows.

Special exceptions. In addition to the other powers set forth in this section, the board shall have the power to hear and decide special exceptions to the terms of this ordinance when this ordinance expressly authorizes the board to grant the special exception, subject to the standards, conditions, and procedures set forth in this ordinance and in accordance with Section 211.009(a)(2) of the Texas Local Government Code.

SECTION 2: That the City of Mission Code of Ordinances, Appendix A, Zoning, Article XIII, Exceptions and Modifications, Section 1.59, General, is hereby amended by adding a new subsection 8, with the language underlined (added) to read in full as follows.

8. Special exception for carports encroaching into the required front setback.

- (1) Authorization. The Zoning Board of Adjustment may grant a special exception authorizing a carport that is accessory to an existing single-family or two-family residence to encroach into the required front setback of the lot. A special exception under this subsection does not authorize relief from any side or rear setback requirement, does not apply to property in a nonresidential district, and does not authorize any encroachment or construction other than as shown on the site plan approved by the board.
- (2) Required findings; burden of proof. The board shall grant a special exception under this subsection only if it makes an affirmative finding, based on the evidence presented at the public hearing, that each of the following standards is satisfied. The applicant bears the burden of proof on each standard:
 - a. There is no adequate vehicular access to an area behind the required front building line that would accommodate a parking space;
 - b. The carport will not have a detrimental impact on surrounding properties;
 - c. The carport will be located and will remain entirely outside the public right-of-way, all utility and drainage easements, and all applicable sight-visibility triangles;
 - d. The carport will not interfere with sidewalks, drainage, utilities, or safe vehicular access;
 - e. The carport will comply with all building, fire, floodplain, and other applicable codes and regulations of the city; and
 - f. The carport, including its size, location, and construction materials, is compatible with the character of the neighborhood and will not adversely affect the value of surrounding properties.

- (3) Support or opposition. The existence or absence of support for, or opposition to, an application shall not by itself constitute grounds for granting or denying a special exception under this subsection. The board shall consider evidence of support or opposition only to the extent it relates to the standards set forth in this subsection.
- (4) Procedures; required vote. Each application for a special exception under this subsection shall be filed, processed, noticed, heard, and decided in accordance with the application, fee, site-plan, and public-hearing procedures of Article IV of this ordinance, including written notice of the public hearing to the owners of real property lying within 200 feet of the property on which the special exception is requested, as provided in Section 1.16. The concurring vote of 75 percent of the members of the board (four (4) members of the city's five-member board) is necessary to grant a special exception, as required by Section 211.009(c) of the Texas Local Government Code.
- (5) Storage of items other than motor vehicles is prohibited in a carport for which a special exception has been granted under this subsection.
- (6) Recording. If the Zoning Board of Adjustment grants a special exception under this subsection, the city shall cause a memorandum of the special exception, identifying the property, the approved site plan, and the material conditions of approval, to be recorded in the Official Public Records of Hidalgo County, Texas.
- (7) Term; transfer; expiration. Any special exception granted under this subsection shall run with the land, subject to the approved site plan and all conditions of approval, and may be transferred, sold, inherited, bequeathed, or devised; a new special exception shall not be required upon any change or transfer in ownership of the property. A special exception granted under this subsection shall automatically expire if: (a) a building permit for the carport is not obtained within [180] days after the date the special exception is granted; or (b) the approved carport is removed, destroyed, enclosed, materially altered, or replaced.
- (8) No carport for which a special exception has been granted under this subsection shall exceed 400 square feet in size.
- (9) Private restrictive covenants. If the property is located within an active homeowners' association, the city may provide the association a courtesy notice of the application, consistent with subsection (7)(4) of this section, but approval by the association is not required for the filing, processing, or approval of an application under this subsection. A special exception granted under this subsection does not supersede, modify, or authorize the violation of any private restrictive covenant, and the city does not enforce private restrictive covenants.

SECTION 3: REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and any remaining provision shall continue in effect notwithstanding the invalidity of such section, subsection, clause, phrase or portion.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage 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 TEXAS GOVERNMENT CODE, CHAPTER 551.

CITY OF MISSION

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

APPROVED AS TO FORM:

City Attorney

EXAMPLE OF A CARPORT WITHIN THE FRONT SETBACK



EXISTING HOUSE ALONG LAS BRISAS STREET



RENDERING OF A CARPORT THAT MATCHES ARCHITECTURALLY WITH THE HOUSE





CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 13, 2026

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

AGENDA ITEM: Conduct a public hearing and consideration of the adoption of Ordinance #____ amending the code of ordinances Appendix A - Zoning, Article VIII – Use Districts and Conditional Uses, Section 1.42. – C-2 (Neighborhood Commercial District), Subsection (3) Conditional Uses; Section 1.43. C-3 (General Business District), Subsection (3) Conditional Uses; and Section 1.44. C-4 (Heavy Commercial District), by removing Portable Buildings as a Conditional Use. Applicant: City of Mission - Cervantes

NATURE OF REQUEST:

Project Timeline:

- September 16, 2026 – Ordinance reviewed and approved by the Planning and Zoning Commission
- October 13, 2026 – Consideration of the adoption of the ordinance by the City Council.

Summary:

- This ordinance will streamline the process for the issuance of building permits by not requiring a conditional use permit for a portable building.
- The proposed ordinance would allow the issuance of a moving permit with the correct zoning and with a site plan approval if the portable building has a concrete skirt around the base of the building.

STAFF RECOMMENDATION:

Staff recommends the adoption of the ordinance.

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *JP7*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF MISSION CODE OF ORDINANCES APPENDIX A – ZONING, ARTICLE VIII. USE DISTRICTS AND CONDITIONAL USES, SECTION 1.42. C-2 (NEIGHBORHOOD COMMERCIAL DISTRICT), SUBSECTION (3) CONDITIONAL USES; SECTION 1.43. C-3 (GENERAL BUSINESS DISTRICT), SUBSECTION (3) CONDITIONAL USES; AND SECTION 1.44. C-4 (HEAVY COMMERCIAL DISTRICT), BY REMOVING PORTABLE BUILDINGS AS A CONDITIONAL USE, PROVIDING REPEALER CLAUSE; PROVIDING SEVERABILITY CLAUSE; PROVIDING EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.

WHEREAS, The City of Mission 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 or amend an ordinance that, among other things, is for good government peace or order of Mission; and

WHEREAS, The Planning and Zoning Commission after conducting a public hearing has reviewed the proposed amendment and has recommended approval; and

WHEREAS, after conducting a public hearing the City Council of the City of Mission finds that it is in the best interest 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: That the City of Mission Code of Ordinances, Appendix A – Zoning, Article VIII. – Use Districts and Conditional Uses, Section 1.42. C-2 (Neighborhood Commercial District); and Section 1.43. C-3 (General Business District); and 1.44. C-4 (Heavy Commercial District) be hereby amended by deleting the language that is (~~stricken~~) to read in full as follows. *The remaining sections are to remain in force.

Article VIII. Use Districts and Conditional Uses

Section 1.42. C-2 (Neighborhood Commercial District)

3. Conditional uses (require use permits, see article X):

~~(h) Portable buildings~~

Section 1.43. C-3 (General Business District)

3. Conditional uses (require use permits, see article X):

~~(h) Portable buildings~~

Section 1.44. C-4 (Heavy Commercial District)

3. Conditional uses (require use permits, see article X):

~~(d) Portable buildings other than storage buildings~~

SECTION 2: REPEALER: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: SEVERABILITY: If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and any remaining provision shall continue in effect notwithstanding the invalidity of such section, subsection, clause, phrase or portion.

SECTION 4. EFFECTIVE DATE: This ordinance shall take effect immediately upon its passage and publication as required by law.

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

CITY OF MISSION

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

APPROVED AS TO FORM:

City Attorney

EXAMPLE OF A PORTABLE BUILDING IN COMPLIANCE





CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: September 22, 2026
PRESENTED BY: Anna Carrillo, City Secretary
AGENDA ITEM: Approval of Minutes – Carrillo
 Regular Meeting – September 22, 2026
 Special Meeting – September 29, 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 *JP7 / AG*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____



CITY OF MISSION

CITY COUNCIL REGULAR MEETING MISSION CITY HALL SEPTEMBER 22, 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:

Daniel Tijerina
Alexis Hernandez
Robert Garcia
Benny Garza
Vanessa Hernandez
Manny Cruz
Noah Flores
Peyton Golden
Tony Castillo
Eloy Reyna
Mike Waltz
Carlos S. Lugo
Maira Salinas

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
Miguel A. Rios, Executive
Ezeiza Garcia, Assistant Finance Director
Jesse Mares, Facilities & Fleet Manager
Michael Silva, Fire Chief
Michael Elizalde, Dir. Of Grants & Strategic Dev.
Brad Bentsen, Parks & Recreation Director
Roel Mendiola, Sanitation Director
Rick Venecia, Boys & Girls Club CEO
A. Moctezuma, Police Officer
J. Longoria, Police Officer

REGULAR MEETING

CALL TO ORDER AND ESTABLISH QUORUM

With a quorum being present, Mayor Norie Gonzalez Garza called the meeting to order at 4:33 p.m.

INVOCATION AND PLEDGE ALLEGIANCE

Councilman Alberto Vela led the invocation and Pledge of Allegiance

DISCLOSURE OF CONFLICT OF INTEREST

None

PRESENTATIONS

1. Proclamation - Constitution Week – Carrillo

Mayor Pro Tem Ruben Plata moved to approve the Proclamation – Constitution Week as presented. Motion was seconded by Councilwoman Marissa Gerlach and approved unanimously 4-0.

2. Proclamation - Breast Cancer Awareness Month – Carrillo

Mayor Pro Tem Plata moved to approve the Proclamation – Breast Cancer Awareness Month as presented. Motion was seconded by Councilwoman Gerlach and approved unanimously 4-0.

3. Proclamation - National GEAR UP Week – Carrillo

Mayor Pro Tem Plata moved to approve the Proclamation – National GEAR UP Week as presented. Motion was seconded by Councilwoman Gerlach and approved unanimously 4-0.

4. Proclamation - Rotary Club 106th Anniversary – Carrillo

Mayor Pro Tem Plata moved to approve the Proclamation – Rotary Club 106th Anniversary as presented. Motion was seconded by Councilwoman Gerlach and approved unanimously 4-0.

5. Proclamation - National Day of Remembrance for Murder Victims – Torres

Mayor Pro Tem Plata moved to approve the Proclamation – National Day of Remembrance for Murder Victims as presented. Motion was seconded by Councilwoman Gerlach and approved unanimously 4-0.

Councilwoman Jessica Ortega joined the meeting at 5:06 p.m.

6. Proclamation - Mission Fire Department Fire Prevention Week – Silva

Councilwoman Gerlach moved to approve the Proclamation – Mission Fire Department Fire Prevention Week as presented. Motion was seconded by Councilman Vela and approved unanimously 5-0.

7. Recognition of Mission High School FFA President Benny Garza State Champion in Natural Resources - J. Garcia

Judith Garcia, Media Relations Director, introduced Mission High School FFA President, Benny Garza. Mr. Garza earned 1st place back to back State Champion in the National Resources Division in 2025 and 2026 at the Texas FFA State Public Speaking Events. Benny was also ranked 8th overall out of 1,588 students in the Texas FFA Sr Prepared Public Speaking Development Events out of all Divisions.

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

Vanessa Hernandez, Greater Mission Chamber of Commerce Vice President of Membership Development and Advocacy, gave a recap of events that had taken place at the chamber throughout the month such as: Ribbon Cutting for Merle Norman, Roundtable Discussion about Healthcare. The Chamber welcomed two new members this month: Global Fox and Reishaba Health & Wellness Spa. They have named the Business Leader of the Year – Marsha Terry and Business of the Year – Ocean Gate Hospitality and Non-Profit of the Year – Children's Advocacy Center. Upcoming events were: Ribbon Cutting for Laguna Heights Subdivision on 10/2/26, Grand Opening for The Ultimate Barber Shop Studio on 10/23/26, Annual Member Awards Banquet 10/8/26, Lunch & Learn – Export Promotion 10/28/26, Ribbon Cutting – Oaks on Bryand Landing 11/4/26 and the Annual Holiday Appreciation Breakfast on 11/19/26.

9. Departmental Reports – Terrazas / A. Garcia

Councilman Vela moved to approve the departmental reports as presented. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

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

Daniel Tijerina, 1406 Dons Drive, spoke in reference to agenda item 41. He stated that he realized the council agenda for today was very lengthy, and he asked that they be very clear and informative in regards to this item for those who could not be present at the meeting.

ANNOUNCEMENTS - CITY COUNCIL / CITY MANAGER

City Manager – Coffee with a Cop on Thursday, September 24, 2026 from 7:30 – 9:30 a.m. at the McDonald's on Shary Road, Fire Safety Fest on September 30, 2026 from 6-9pm at Lion's Park, Family Faith Festival Saturday, October 17, 2026 from 6-9 p.m. at the Mission Event Center, Sandbag Distribution is still underway, every Saturday from 8:00 a.m. – 1:00 p.m. at the Recycling Drop Off Center

City Council – Councilwoman Ortega reminded everyone that the 311 app was still available for residents to use in case they needed to report any issues throughout the city.

Mayor – No Comments

PUBLIC HEARING

10. Public Hearing on 2026 Proposed Property Tax Rate – A. Garcia

The notice of 2026 Tax Year Proposed Property Tax Rate for City of Mission was published in the in the Progress Times on September 11, 2026.

The proposed 2026 tax rate was \$0.5653 per \$100.

The public hearing was to give the opportunity for citizens to speak on the proposed tax rate.

There were no comments.

No action taken, public hearing only.

11. Public Hearing regarding Denali Water Solutions, LLC's appeal of the City's decision concerning its bid protest for RFB No. 26-523-07-23, Sludge Management Services, including consideration of the appeal and determination of whether to affirm, modify, or reverse the City's prior decision – E. Garcia

The City of Mission received bids for RFB No. 26-523-07-23, Sludge Management Services. Following the City's evaluation and proposed award, Denali Water Solutions, LLC submitted a formal bid protest challenging the City's evaluation and award determination. The City issued a written response to the protest, and Denali subsequently submitted written notice of its intent to proceed with an appeal.

The matter is presented to the City Council for consideration in accordance with the City's solicitation appeal procedures. The City Council may hear information presented by the appellant and City staff, review the relevant procurement records, and take appropriate action regarding the appeal

The City Attorney opened the public hearing regarding Denali Water Solutions, LLC's appeal of the City's decision concerning its bid protest for RFB No. 26-523-07-23, Sludge Management Services.

The City Attorney explained the procedures governing the hearing and advised that each party would be provided twenty (20) minutes to present its position regarding the appeal, followed by

three (3) minutes for rebuttal. The City Attorney then opened the hearing and invited Denali Water Solutions, LLC to present its appeal.

A representative of Denali Water Solutions, LLC appeared before the City Council and presented the company's appeal concerning the City's prior decision on its bid protest. Denali stated that it had submitted a bid protest and raised concerns regarding the solicitation and procurement process, including the completion of bid documents by the selected vendor, quantities identified in the solicitation, the addendum, and the evaluation of the bids.

Denali expressed concerns regarding the information contained in the bid documents and whether the requirements were sufficiently clear to permit bidders to submit accurate bids. Denali specifically addressed the requirement concerning grit loads, including the quantity identified in the solicitation, and questioned the basis for the quantity and whether the information was properly communicated to the bidders.

Denali also raised concerns regarding the pricing schedule, including whether certain information in its bid submission was complete and whether the City's evaluation of the submitted pricing was appropriate. Denali further questioned the timing of communications and the procurement process, including response deadlines and information provided through the addendum. Denali maintained that the circumstances warranted further consideration of the procurement process and questioned whether the solicitation should have been re-bid.

Following Denali Water Solutions, LLC's presentation, City staff responded to the issues raised during the appeal. Staff stated that the City had reviewed the bid protest, solicitation documents, applicable addenda, and bids received in connection with RFB No. 26-523-07-23. Staff explained that the procurement process was conducted in accordance with the requirements contained in the solicitation and that the applicable information was provided to the bidders.

Regarding the quantity identified for grit loads, staff stated that the quantity was included in the bid documentation and that the same information was made available to all bidders. Staff explained that the quantity was established for purposes of the solicitation and was to be utilized on an as-needed basis and did not represent a guaranteed quantity of work.

Staff also addressed the concerns regarding the pricing schedule and the information provided by Denali in its bid submission. Staff explained that, although a subtotal may not have been entered in a particular portion of the bid, the applicable unit price and extended price were provided, allowing the pricing to be calculated or otherwise determined from the information submitted. Staff stated that the bid remained mechanically ascertainable based upon the information provided and that the City's evaluation was conducted in accordance with the requirements established in the solicitation.

Staff further stated that, based upon its review of the bid documents, addenda, submitted bids, and issues raised in the protest, the City had not identified a basis to overturn the award. Staff explained that the awarded bid remained the lowest-priced bid based upon the applicable solicitation requirements and evaluation and recommended that the City Council consider the information presented and affirm the City's prior decision.

During its rebuttal, Denali Water Solutions, LLC reiterated its concerns regarding the procurement process and the information contained in the bid documents. Denali stated that responses to its emails were delayed and characterized the procurement process as unusual. Denali maintained that, based on the circumstances, the matter should have been addressed through a re-bid rather than proceeding with the award.

Denali further addressed the grit-load quantity and stated that a bidder could not submit an accurate bid without having the correct quantity or information necessary to prepare the bid. Denali questioned the information reflected in the addendum and maintained that the bid documents continued to reflect 150 gallons, while Denali understood the applicable quantity to be 400 gallons. Denali questioned whether the revised quantity had been properly communicated and whether the bidders received the same information prior to the bid deadline. Denali maintained that the discrepancy affected the accuracy of the bids and reiterated its position that the procurement should be reconsidered.

During its three-minute rebuttal, City staff responded to the concerns raised by Denali regarding the bid documents, timelines, and procurement process. Staff explained that the procurement timelines and requirements were contained within the bid packet and that the same information was provided to all bidders. Staff further explained that the applicable requirements and information were made available consistently to all bidders and that the City's evaluation was based upon the same solicitation documents and requirements for each bidder.

Staff reiterated that the City followed the established procurement process and that the information relied upon in evaluating the bids was contained within the bid documentation provided to the bidders. Staff maintained that, based upon the information provided to the bidders and the City's review of the bids, there was no basis to overturn the award.

Council questioned staff regarding the grit-load quantity and whether the quantity was specifically identified in the bid documents provided to all bidders. Staff confirmed that the quantity was included in the bid documentation and that the same information was provided to all bidders.

Council further questioned whether the bidders were aware of the requirement and whether the information had been communicated consistently during the procurement process. Staff explained the communication and clarification process and referenced the applicable procurement timeline and information that had been provided to the bidders.

Council also questioned whether Denali had an opportunity to raise or clarify its concerns regarding the grit-load quantity prior to the bid deadline. Staff explained the communication and clarification process and referenced the applicable procurement timeline and information provided to the bidders.

The City Attorney opened the floor for public comment regarding the appeal. No public comments were received.

Following the conclusion of the presentations and rebuttals, the City Attorney recessed the public hearing at 6:39 p.m. to allow the City Council to convene in Executive Session for the purpose of receiving legal advice and discussing matters related to the appeal.

Following Executive Session, the City Council reconvened to resume the public hearing and consider its determination regarding Denali Water Solutions, LLC's appeal.

Mayor Pro Tem Plata moved that, after independently considering the appeal, procurement record, and presentations at the public hearing, the City Council deny Denali Water Solutions, LLC's appeal concerning RFB No. 26-523-07-23, Sludge Management Services; affirm the September 2, 2026 administrative protest decision; and sustain the administration's evaluation and award recommendation on the following findings:

First, the solicitation permitted an award of items in combination. Public Works recommended Items 1 through 12, including grit removal and testing, to meet the City's operational needs.

Council approved that scope on August 25, 2026. The proper comparison includes all awarded items.

Second, the City evaluated both bidders using the quantities in the City-issued revised schedule and their unchanged unit prices. The 400,000-gallon liquid-disposal quantity and 150-load grit estimate appeared in that schedule before bid opening. Applying the common liquid quantity was an evaluation step, not a correction of Denali's arithmetic.

Third, the published grit estimate was applied uniformly under Section 17(D). Based on Public Works' explanation and the hearing record, Denali's 2023 hauling history does not establish a basis to replace that estimate with 19 loads for this procurement.

Fourth, CB3 supplied the required line-item prices. Its omitted base subtotal was mechanically ascertainable from its bid, required no additional bidder input, and gave it no competitive advantage. That omission was a waivable minor informality. Under the solicitation's unit-price provisions, CB3's submitted rate of \$525 multiplied by 150 loads controls Item 11, producing \$78,750 without changing its unit price or allowing a new pricing election.

Fifth, the discrepancy between the addendum cover and revised liquid quantity did not change the ranking for the awarded scope. At 400,000 gallons, CB3's evaluated total is \$639,315 and Denali's is \$674,579.55. At 150,000 gallons, CB3 remains lower. These comparisons retain the published 150-load grit estimate.

Sixth, Denali's bid was responsive, and CB3 was the lowest responsive and responsible bidder for Items 1 through 12. In the evaluation matters challenged, the administration applied the solicitation's requirements in all material respects. The hearing record establishes no basis to disturb the award.

It was further moved to adopt these findings as Council's findings; deny the requested reevaluation, award to Denali, and cancellation or solicitation; and leave the August 25, 2026 award to C&C Waste Management & Equipment d/b/a CB3 Consultant undisturbed under the previously approved scope and contracting authority.

This decision concluded the City's administrative appeal process under Section 51. The City Secretary shall record these findings and provide Council's written decision to the parties.

Procurement records shall continue to be preserved, and Denali's separate public-information rights remain unaffected. Motion was seconded by Councilman Vela and approved unanimously 5-0.

PLANNING & ZONING RECOMMENDATIONS

None

CONSENT AGENDA

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

13. Approval of Minutes – Carrillo

Regular Meeting – September 8, 2026

Special Meeting – September 15, 2026

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

Zoning Board of Adjustments – July 22, 2026

Accommodations Review Board – March 25, 2026

15. Discussion and possible action on matters related to continue purchases for FY 2026-2027 from vendors with forecasted expenditures exceeding the \$25,000 threshold through cooperative contracts and sole source – Ramirez

Authorization to continue purchases for FY 2026-2027 from vendors with forecasted expenditures exceeding the 25,000 threshold through cooperative contracts and sole source based on current and operational needs for the fiscal year. Vendors provide a range of essential goods and services, including but not limited to equipment, maintenance and support, software licensing and subscriptions, cybersecurity services, cloud services, network infrastructure support. Vendors are Safeguard, SHI, Toshiba and Smartcom.

16. Discussion and possible action on matters related to approval of Resolution # 2083 authorizing the surplus of machinery and equipment - E. Garcia

Request approval to declare identified City machinery and equipment as surplus and authorize disposition in accordance with applicable City procedures and legal requirements.

RESOLUTION NO. 2083

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS DECLARING CERTAIN CITY PROPERTY SURPLUS AND AUTHORIZING THE DISPOSITION OF SAID PROPERTY TO FURTHER A PUBLIC PURPOSE; AND ESTABLISHING AN EFFECTIVE DATE

17. Discussion and possible action to approve pre-negotiated service agreements establishing hourly labor rates and parts markups for as-needed repairs to City fleet vehicles and specialized equipment during Fiscal Year 2026–2027, and authorize their use in accordance with applicable purchasing requirements and approved budgeted funds – J. Mares

Staff was requesting approval of pre-negotiated service agreements establishing hourly labor rates and parts markups for repairs to City fleet vehicles and specialized equipment during Fiscal Year 2026–2027, beginning October 1, 2026, and ending September 30, 2027.

The proposed agreements were with Action Hydraulic Hoses, Amigo Power Equipment, Admiral Auto Glass, Anderson Equipment Company, Bobcat of the RGV, Vermeer Equipment, Border Engine Rebuilders, Desperado Harley-Davidson, Diesel Fleet Care, Doggett Heavy Machinery, Economy All Compressors, Heil of Texas, Holt Cat, Holt Truck Centers, J's Hydraulics, Lino's Automatic Transmission, Mission Paint & Body Shop, Nueces Power Equipment, Regio Machining, Rio Hydraulics Repair Center, Rush Truck Center, Sames Ford McAllen, South Texas Buick GMC, Spikes Ford, STX Diesel, Taylor Sudden Service, Cyclone Power Solutions, Fleet Line Solutions, 1-800-Radiator & AC, Bert Ogden Chevrolet, and Kinloch Equipment & Supply.

Services and parts would be obtained on an as-needed basis according to operational requirements, vendor capabilities and availability, the approved rate schedules, and the

availability of budgeted funds. Approval of the agreements did not guarantee any vendor a minimum amount of work or exempt individual purchases from applicable procurement requirements.

When a specific repair was necessary because of unforeseen damage to public machinery or equipment, the City may process that procurement under Texas Local Government Code §252.022(a)(3), subject to appropriate justification and documentation. Other repairs and purchases would be processed under the City's Purchasing Policy and other applicable procurement requirements.

18. Discussion and possible action to authorize the purchase of tires from Hesselbein Tire and Southern Tire Mart through BuyBoard Contract No. 729-24, with aggregate expenditures anticipated to exceed \$25,000 during Fiscal Year 2026–2027, subject to operational needs and available budgeted funds – J. Mares

Staff was requesting authorization to purchase tires, tubes, and related products and services from Hesselbein Tire and Southern Tire Mart through BuyBoard Contract No. 729-24 during Fiscal Year 2026–2027.

Aggregate expenditures were anticipated to exceed the City's \$25,000 purchasing threshold. Purchases would be made on an as-needed basis to support the maintenance and operation of the City's fleet vehicles and specialized equipment. All purchases would be subject to operational needs, applicable cooperative contract pricing, and the availability of budgeted funds

19. Discussion and possible action to authorize the purchase of automotive parts, fluids, maintenance equipment, and supplies for City fleet preventive maintenance during Fiscal Year 2026–2027 from AutoZone through Region 4 ESC/OMNIA Partners Contract No. R211201; NAPA Auto Parts through BuyBoard Contract No. 715-23, through its current expiration date of November 30, 2026, unless formally renewed or extended; and O'Reilly Auto Parts through Sourcewell Contract No. 100124-ORA, subject to operational needs, applicable cooperative contract terms, and available budgeted funds – J. Mares

Staff was requesting authorization to purchase automotive parts, fluids, maintenance equipment, and supplies for the preventive maintenance of the City's fleet during Fiscal Year 2026–2027 from the following cooperative vendors:

- AutoZone through Region 4 ESC/OMNIA Partners Contract No. R211201;
- NAPA Auto Parts through BuyBoard Contract No. 715-23 (BuyBoard Contract No. 715-23 is currently scheduled to expire on November 30, 2026. Purchases from NAPA Auto Parts after that date will only be made if the contract is formally renewed or extended, or pursuant to another properly procured and approved contract.); and
- O'Reilly Auto Parts through Sourcewell Contract No. 100124-ORA.

Purchases would be made on an as-needed basis according to Fleet Department requirements, applicable cooperative contract pricing, and the availability of budgeted funds. Purchases from each vendor would be limited to the effective term and awarded scope of its applicable cooperative contract.

20. Discussion and possible action to authorize the purchase of janitorial supplies and equipment from Imperial Dade (formerly Gulf Coast Paper) through BuyBoard Contract No. 747-24, with aggregate expenditures anticipated to exceed \$25,000 during Fiscal Year 2026–2027, subject to departmental needs and available budgeted funds – J. Mares

Staff was requesting authorization to purchase janitorial supplies and equipment from Imperial Dade (formerly Gulf Coast Paper) through BuyBoard Contract No. 747-24 during Fiscal Year 2026–2027.

The supplies and equipment would be purchased on an as-needed basis by various City departments to support the maintenance and upkeep of City facilities. Aggregate expenditures were anticipated to exceed the City's \$25,000 purchasing threshold. All purchases would be subject to applicable cooperative contract pricing, departmental needs, and the availability of budgeted funds.

21. Discussion and possible action to authorize the purchase of medical equipment and supplies from Bound Tree Medical through BuyBoard Contract No. 804-26, with aggregate expenditures anticipated to exceed \$25,000 during Fiscal Year 2026–2027, subject to departmental needs and available budgeted funds – Silva

The Mission Fire Department was requesting authorization to purchase medical equipment and supplies from Bound Tree Medical through BuyBoard Contract No. 804-26 during Fiscal Year 2026–2027.

Aggregate expenditures were anticipated to exceed the City's \$25,000 purchasing threshold. Purchases would be made on an as-needed basis to support departmental operations and emergency medical services. All purchases would be subject to operational needs, applicable cooperative contract pricing, and the availability of budgeted funds.

22. Discussion and possible action to authorize the purchase of medical equipment and supplies from Henry Schein through BuyBoard Contract No. 804-26, with aggregate expenditures anticipated to exceed \$25,000 during Fiscal Year 2026–2027, subject to departmental needs and available budgeted funds – Silva

The Mission Fire Department was requesting authorization to purchase medical equipment and supplies from Henry Schein through BuyBoard Contract No. 804-26 during Fiscal Year 2026–2027.

Aggregate expenditures were anticipated to exceed the City's \$25,000 purchasing threshold. Purchases would be made on an as-needed basis to support departmental operations and emergency medical services. All purchases would be subject to operational needs, applicable cooperative contract pricing, and the availability of budgeted funds.

23. Discussion and possible action on matters related to the authorization to accept the FY 2027 General Grant from the Texas Department of Transportation (TxDOT), in the amount of \$142,942.10, with a 23.47% match accepted by TXDOT via in-kind match through fringe benefits and administrative costs. – Torres

The Mission Police Department requested authorization to the FY2027 General Grant from the Texas Department of Transportation (TxDOT). This grant would continue to fund our current nurse phlebotomy program, which allows for an in-house nurse to assist with blood search warrant blood draws. The amount awarded was \$142,942.10. Total project costs would be \$109,400.00. There was a 23.47% match amount from the city, totaling \$33,542.10. The match amount was 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 would be zero.

24. Discussion and possible action on matters related to the authorization to accept the FY 2027 STEP Commercial Motor Vehicle (CMV) Grant from the Texas Department of

Transportation (TxDOT), in the amount of \$53,010.62, with a 15.11% match accepted by TXDOT via in-kind match through fringe benefits and administrative costs. – Torres

The Mission Police Department requested authorization to the FY STEP 2027 Commercial Motor Vehicle (CMV) Grant from the Texas Department of Transportation (TxDOT), in the amount of \$53,010.62. This grant would assist the police department to focus on enforcement of commercial vehicle regulations, which was crucial for maintaining road safety and compliance. Total project costs would be \$45,000.00. There was a 15.11% match amount from the city, totaling \$8,010.62. The match amount was 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 would be zero.

25. Discussion and possible action on matters related to the authorization to accept the FY 2027 STEP Comprehensive Enforcement Grant from the Texas Department of Transportation (TxDOT), in the amount of \$52,945.62, with a 15.01% match accepted by TXDOT via in-kind match through fringe benefits and administrative costs. – Torres

The Mission Police Department requested authorization to the FY27 STEP Comprehensive Enforcement Grant from the Texas Department of Transportation (TxDOT), in the amount of \$52,945.62. This funding would enhance our traffic enforcement measures and contribute to safer roadways for our community members. Total project costs would be \$45,000.00. There was a 15.01% match amount from the city, totaling \$7,945.62. The match amount was 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 would be zero.

26. Discussion and Possible Action regarding the Lower Rio Grande Valley Development Council's Request to Waive Rental Fees for Leo Peña Placita Park for the 5th Annual VET Fest on Thursday, November 12, 2026 – Bentsen

Seeking discussion and possible action for approval for the waiving of rental fees for Lower Rio Grande Valley Development Council for Leo Pena Placita Park Thursday, November 12, 2026. Purpose of the event was for the 5th Annual VET Fest hosted by the Health and Human Services Department through the Area Agency on Aging and RIO-Net Aging & Disability Resource Center. Cost of rent for this event would be \$800.00.

27. Discussion and possible action on matters related to the Award of RFB 26-584-08-19 for Sand backfill Material for the Public Works Department to R&J Enterprises, LLC.; R.Reyes Trucking & Trailer Svcs – Gonzalez

The City of Mission received and publicly opened two (2) responses for RFB No. 26-584-08-19, Sand Backfill Material for the Public Works Department.

After review of the submitted responses, staff recommended awarding the contract to R&J Enterprises, LLC.; R. Reyes Trucking & Trailer Svcs, as the lowest responsive and responsible bidder meeting all specifications.

The recommendation was based on estimated quantities only. Services would be utilized and purchased on an as-needed basis throughout the contract term. The contract would consist of a one (1) year base term, with two (2) additional one-year renewal options, subject to mutual agreement and approval in accordance with the contract terms.

28. Discussion and possible action on matters related to the approval of Ninth Amendment to the Interim Administrative Services Agreement with Mission Redevelopment Authority/Tax Reinvestment Zone #1 and the City of Mission – Terrazas

The MRA/TIRZ Zone #1 Board of Directors sought approval of a Ninth Amendment to Interim Administrative Services by the City Manager's Office. Under this Amendment, the MRA/TIRZ Zone #1 would compensate the City of Mission \$9,649.00 per month for the duration of the agreement to cover costs associated with administrative services and support. Upon approval, the ninth amendment would be effective through December 31, 2026. The MRA/TIRZ #1 Board's approved the amendment at their special meeting of September 10, 2026.

29. Consideration and action on matters related to approval to enter into an Election Services Contract with the Hidalgo County Elections Administrator for the November 3, 2026 General and Special Election pursuant to Texas Election Code Section 31.092(a) – Carrillo

Contract for election services between the City of Mission and Hidalgo County Elections Administrator to conduct and supervise the General and Special Election to be held on November 3, 2026.

30. Discussion and possible action on matters related to the approval of Resolution No.2084 authorizing the Mission Police Department to submit an Agreement for the Temporary Closure of State Right-of-Way to the Texas Department of Transportation for The Pink 5k walk/run in October 2026 – Torres

The agreement was required by the Texas Department of Transportation for the closure of a single southbound lane on Bryan Road (FM 396) from IH 2 Frontage Road to Trinity road, for safety reasons. The original route would be one single southbound lane on Bryan Road (FM 396), westbound on Trinity road, eastbound on Trinity road, northbound on Business Park drive, eastbound on Park drive, southbound lane on Bryan Road (FM 396), and ending at Mission Regional Hospital. The Mission Police Department would be responsible for securing the route and safety of all participants and rerouting traveling vehicular traffic. The Pink 5k walk/run event was scheduled for Saturday, October 10, 2026, from 7:00 AM to 12:00 PM.

Mayor Pro Tem Plata moved to approve all consent agenda items 13 thru 30 as presented. Motion was seconded by Councilman Vela and approved unanimously 5-0.

APPROVALS AND AUTHORIZATIONS

31. Discussion and possible action to approve an ordinance # 5873 amending Chapter 42, "Health and Sanitation," of the City of Mission Code of Ordinances, Article II- Weedy Lots, Unsanitary, Unsightly Conditions on Private Property by adding definitions to Section 42-31; adding prohibited conditions and/or acts to Section 42-32; removing appeal determination and changing the time to abate the nuisance from seven days to ten days from contents of notice Section 42-39; adding authority to abate dangerous weeds to abatement procedures Section 42-40; and providing for codification, publication, severability, and an effective date - Dimas

This amendment would bring the city's health and sanitation ordinance consistent with the Texas State Health and Safety code for local governments.

Staff and Co-Interim City Managers recommended approval.

Councilman Vela moved to approve ordinance # 5873 amending Chapter 42, "Health and Sanitation," of the City of Mission Code of Ordinances, Article II- Weedy Lots, Unsanitary, Unsightly Conditions on Private Property by adding definitions to Section 42-31; adding prohibited conditions and/or acts to Section 42-32; removing appeal determination and changing the time to abate the nuisance from seven days to ten days from contents of notice Section 42-

39; adding authority to abate dangerous weeds to abatement procedures Section 42-40; and providing for codification, publication, severability, and an effective date . Motion was seconded by Councilwoman Gerlach and approved unanimously, 5-0.

ORDINANCE NO. 5873

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AMENDING CHAPTER 42 “HEALTH & SANITATION,” “ARTICLE II- WEEDY LOTS, UNSANITARY, UNSIGHTLY CONDITIONS ON PRIVATE PROPERTY” OF THE CITY OF MISSION CODE OF ORDINANCES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

32. Discussion and possible action on matters related to authorize the Mayor to sign an Interlocal Agreement between the City of Mission and the Sharyland Water Supply Corporation regarding water service for the proposed The Grove on Moorefield Subdivision located along the East side of Moorefield Road approximately 500 feet South of Tiffany Drive, Developer: CSL Construction and Development, Engineer: M2 Engineering, PLLC – Cervantes

The request was to allow the proposed The Grove on Moorefield Subdivision that is within the Water CCN of the Sharyland Water Supply Corporation (SWSC) to connect to the City of Mission’s water main lines on a temporary basis due to the SWSC not having adequate water infrastructure in the area at this time. The proposed subdivision is within the city limits and was designed to have 52 single-family lots after it gets recorded. The subdivision got plat approval by the City Council subject to conditions on July 28, 2025 and was under construction at this time. As per the agreement the SWSC shall provide sixty (60) days written notice to the City of Mission that it intends to disconnect the water line from the city’s system to provide water service to the customers. The transfer of the water meters would take place after the sixty (60) days notice. Our legal department had expressed concern about the long-term obligations of this agreement in case of city water capacity issues in the future, but because this was a small subdivision with only 52 lots, city staff does not see any potential future problems.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to authorize the Mayor to sign an Interlocal Agreement between the City of Mission and the Sharyland Water Supply Corporation regarding water service for the proposed The Grove on Moorefield Subdivision located along the East side of Moorefield Road approximately 500 feet South of Tiffany Drive, Developer: CSL Construction and Development, Engineer: M2 Engineering, PLLC. Motion was seconded by Councilman Vela and approved unanimously, 5-0.

33. Discussion and Possible Action on Matters Related to Adoption of Ordinance # 5874 Amending Ordinance No. 5862 amending the City’s fee schedule to establish a Permit Technology & Administrative Fee for a new software applicable to building permits, garage sale permits, health permits, fire permits, alarm system permits, other designated permits, licenses, inspections, and other regulatory services – Cervantes

The City of Mission used various software applications and technology systems to administer building permits, inspections, garage sale permits, fire permits, alarm system permits, payments, and other regulatory services for the community. The new software would allow city staff to process these tasks online.

These systems require ongoing expenditures for software licensing, subscriptions, maintenance, technical support, hosting upgrades, cybersecurity, data storage, equipment, system integration, and other technology-related services.

As the City's reliance on technology continues to increase, staff recommended establishing a Permit Technology & Administrative Fee to recover a portion of the City's costs for the software and infrastructure used to provide these services.

The proposed fee was not intended to fund or be limited to any particular software vendor or software platform. Rather, the revenue would help support the City's overall technology and administrative needs associated with any permitting, inspections, and related regulatory services.

The proposed ordinance amendment would amend and establish a technology and administrative fee applicable to designated permits and inspection services, including: building permits, garage sale permits, health permits, fire permits, alarm system permits and other permits or inspections designated by the City Council.

The funds generated from the proposed fees would go into the Planning Technology fee account to fund the new software.

The proposed Permit Technology & Administrative Fee for New Software are the following:

Building Permits - \$5.00 + \$0.05 for each square foot of construction

Fire Permits -\$10.00 + permit fee

Alarm System Permit - \$10.00 + permit fee

The funds generated from the proposed fees would go to the Permit Technology Fee to fund the new software & administrative personnel

Health Permits - \$10.00 for annual permits & \$5.00 for temporary permits + permit fee.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to approve ordinance # 5874 amending Chapter 42, "Health and Sanitation," of the City of Mission Code of Ordinances, Article II- Weedy Lots, Unsanitary, Unsightly Conditions on Private Property by adding definitions to Section 42-31; adding prohibited conditions and/or acts to Section 42-32; removing appeal determination and changing the time to abate the nuisance from seven days to ten days from contents of notice Section 42-39; adding authority to abate dangerous weeds to abatement procedures Section 42-40; and providing for codification, publication, severability, and an effective date . Motion was seconded by Councilman Vela and approved unanimously, 5-0.

ORDINANCE NO. 5874

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AMENDING ORDINANCE NO. 5862 AMENDING THE CITY'S FEE SCHEDULE TO ESTABLISH A PERMIT TECHNOLOGY & ADMINISTRATIVE FEE FOR A NEW SOFTWARE APPLICABLE TO BUILDING PERMITS, GARAGE SALE PERMITS, HEALTH PERMITS, FIRE PERMITS, ALARM SYSTEM PERMITS, INSPECTIONS, AND OTHER DESIGNATED PERMITS, LICENSES, INSPECTIONS, AND REGULATORY SERVICES; PROVIDING FOR THE ASSESSMENT, COLLECTION, ADMINISTRATION, AND USE OF THE FEE TO SUPPORT PERMITTING, INSPECTION, LICENSING, RECORDS MANAGEMENT, SOFTWARE, ELECTRONIC PLAN REVIEW, ONLINE SERVICES, AND RELATED TECHNOLOGY SYSTEMS; PROVIDING FOR EXEMPTIONS, SEVERABILITY, PUBLICATION, EFFECTIVE DATE, AND OTHER RELATED MATTERS

Councilwoman Ortega stepped out of the meeting at 6:53 p.m.

34. Discussion and possible action on matters related to authorizing the purchase of a three-year subscription and implementation services for GovWell software from Carahsoft Technology Corporation through OMNIA Partners Contract No. R240303, in an amount not to exceed \$202,000, and authorizing the City Manager or designee to execute the necessary agreements or contracts – Cervantes

The City of Mission was seeking to purchase and implement GovWell software to modernize and streamline the City's permitting, licensing, inspections, and related development services. The software would provide a centralized platform intended to improve workflow efficiency, reduce manual processes, enhance communication between City departments, and provide residents and businesses with improved online access to City services.

The proposed purchase includes a three-year software subscription, implementation, configuration, data migration, training, integrations, and support. The purchase will be made from Carahsoft Technology Corporation through OMNIA Partners Contract No. R240303.

The total three-year cost was \$202,000, consisting of \$82,000 for the first year, including implementation and data migration services, and \$60,000 annually for years two and three.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to approve the purchase of a three-year subscription and implementation services for GovWell software from Carahsoft Technology Corporation through OMNIA Partners Contract No. R240303, in an amount not to exceed \$202,000, and authorizing the City Manager or designee to execute the necessary agreements or contracts. Motion was seconded by Councilwoman Gerlach and approved unanimously, 4-0.

Councilwoman Ortega rejoined the meeting at 6:57 p.m.

35. Discussion and possible action to authorize the purchase and installation of a custom-built MCI-Flowtronex irrigation pump station for Shary Municipal Golf Course from Pump Mechanical Technical Services, LLC, through BuyBoard Contract No. 770-25, in an amount not to exceed \$271,966.00, contingent upon the approval and execution of the FY 2026–2027 MEDC Reimbursement Agreement; and authorize the Co-Interim City Manager to execute all related documents – M. Fernuik

The existing irrigation pump station at Shary Municipal Golf Course was approximately 20 years old and had reached the end of its useful life. Replacement was necessary due to deterioration and unsafe operating conditions. In June 2026, independent irrigation designer Les Hill conducted a site visit to evaluate the existing pump station. Based on the assessment, a complete, custom-built replacement pump station was recommended due to metal fatigue, pipe corrosion, and the overall unsafe condition of the existing facility. Pump Mechanical Technical Services, LLC submitted a proposal for the purchase and installation of a custom-built MCI-Flowtronex pump station through BuyBoard Contract No. 770-25, in an amount not to exceed \$271,966.00.

On August 27, 2026, the MEDC Board approved funding for the project as part of its FY 2026–2027 budget. The approved budget included \$350,000 for improvements at Shary Municipal Golf Course. The City's purchase remains contingent upon the approval and execution of the applicable MEDC reimbursement agreement.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to authorize the purchase and installation of a custom-built MCI-Flowtronex irrigation pump station for Shary Municipal Golf Course from Pump Mechanical Technical Services, LLC, through BuyBoard Contract No. 770-25, in an amount not to exceed \$271,966.00, contingent upon the approval and execution of the FY 2026–2027 MEDC Reimbursement Agreement; and authorize the Co-Interim City Manager to execute all related documents. Motion was seconded by Councilwoman Gerlach and approved unanimously, 5-0.

36. Discussion and possible action regarding approval of Ordinance # 5875 of the City Council of the City of Mission establishing the Rates and Fees for the Shary Municipal Golf Course for Fiscal Year 2026-2027 repealing prior rate ordinances; and providing for an effective date. – Fernuik

Staff was seeking approval to increase daily Shary Municipal Course Fees including Starlight proposed rate adjustments as followed:

	Current Rate	Proposed Rate
Twilight Fee w/Cart	\$28.00	\$29.00
18 Holes 1/2 cart w/tax	\$14.00	\$15.00
9 Holes 1/2 cart w/tax	\$8.50	\$10.00
Small Bucket (appx. 35 Balls)	\$5.00	\$6.00
Medium Bucket (appx. 70 Balls)	\$8.00	\$10.00
Large Bucket (appx. 105 balls)	\$10.00	\$12.00
Single Monthly – Driving Range	\$60.00	\$90.00
Single Annual – Driving Range	\$400.00	\$449.00
9 Hole Green Fee – Starlight	\$19.00	\$20.00
9 Hole Cart Fee – Starlight	\$11.00	\$13.00
Daytime with ½ Cart – Starlight	\$25.00	\$30.00

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to approve Ordinance # 5875 of the City Council of the City of Mission establishing the Rates and Fees for the Shary Municipal Golf Course for Fiscal Year 2026-2027 repealing prior rate ordinances; and providing for an effective date. Motion was seconded by Councilwoman Gerlach and approved unanimously, 5-0.

ORDINANCE NO. 5875

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, ESTABLISHING THE RATES AND FEES FOR SHARY MUNICIPAL GOLF COURSE AND STARLIGHT AT SHARY FOR FISCAL YEAR 2026–2027; RESCINDING ORDINANCE NO. 5693; AND PROVIDING FOR AN EFFECTIVE DATE

37. Discussion and possible action on matters related to the approval of Ordinance # 5876 amending the City of Mission Code of Ordinances Chapter 90, Solid Waste, Article II, Collection Regulations by adding Section 90-60, establishing requirements for the placements, removal and storage of residential garbage containers – Mendiola

The objective of requiring containers to be retrieved promptly in a timely manner, after service was to maintain a clean, orderly and professional appearance throughout the city. Preventing containers from becoming hazards during severe weather or high winds. Reduce the risk of containers being lost, damaged or displaced.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to approve Ordinance # 5876 amending the City of Mission Code of Ordinances Chapter 90, Solid Waste, Article II, Collection Regulations by adding Section 90-60, establishing requirements for the placements, removal and storage of residential garbage containers. Motion was seconded by Councilman Vela and approved 3-2, with Councilwoman Ortega and Councilwoman Gerlach voting against.

Councilwoman Gerlach asked if there was enough personnel to enforce this.

Mr. Mendiola, Sanitation Director, stated that they would be receiving assistance from the Code Enforcement Department.

ORDINANCE NO. 5876

AN ORDINANCE AMENDING THE CITY OF MISSION CODE OF ORDINANCES CHAPTER 90, "SOLID WASTE," ARTICLE II, "COLLECTION REGULATIONS," BY ADDING A NEW SECTION 90-[60] ESTABLISHING REQUIREMENTS FOR THE PLACEMENT, REMOVAL, AND STORAGE OF RESIDENTIAL GARBAGE CONTAINERS; PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$[2,000.00] FOR EACH VIOLATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

Councilman Vela stepped out of the meeting at 7:02 p.m.

38. Discussion and action regarding approval of Fiscal Year 2025-2026 year-end Budget Amendments – E. Garcia

Request approval of year-end amendments necessary to align the Fiscal Year 2025-2026 budget with final and anticipated financial activity, including interfund transfers, reimbursements, appropriations, reversals, revenue and expenditure adjustments, and other Council-authorized financial actions. The amendment will also establish the final budgeted amounts for actions authorized separately by Council, including adjustments involving Drainage, Solid Waste, Fund 31, Group Health, CAR, Event Center, Golf Course, Designated Purpose, and other affected funds.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to approve Fiscal Year 2025-2026 year-end Budget Amendments. Motion was seconded by Councilwoman Gerlach and approved unanimously, 4-0.

39. Discussion and action regarding approval of amendments to the City of Mission Purchasing Policy and Procurement Manual – E. Garcia

Request approval of updated Citywide purchasing and procurement requirements to address FY2025 audit corrective actions and strengthen internal controls. Revisions would address departmental responsibilities, grant-funded purchasing, pre-purchase authorization, purchase orders before costs were incurred, allowable-cost review, SAM.gov exclusion and suspension/debarment verification, vendor eligibility, required procurement documentation, record retention, and coordination among requesting departments, Grants Administration, Purchasing, and Finance. The audit identified weaknesses in both documented suspension/debarment verification and advance purchase-order authorization for federally funded costs.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to approve amendments to the City of Mission Purchasing Policy and Procurement Manual. Motion was seconded by Councilwoman Gerlach and approved unanimously, 4-0.

40. Consideration and action on the Ratification of the Engagement Letter with Burton McCumber & Longoria, LLP for Professional Auditing Services for the City of Mission's Annual Financial Audit – E. Garcia

This item was presented for Council consideration to ratify the Engagement Letter with Burton McCumber & Longoria, LLP for professional auditing services related to the City of Mission's annual financial audit.

The engagement provided for the independent audit of the City's financial statements and related financial records in accordance with applicable auditing standards and governmental accounting requirements. Council was requested to ratify the Engagement Letter and authorize the continuation of auditing services pursuant to the terms and conditions of the agreement.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to approve the Ratification of the Engagement Letter with Burton McCumber & Longoria, LLP for Professional Auditing Services for the City of Mission's Annual Financial Audit. Motion was seconded by Councilwoman Gerlach and approved unanimously, 4-0.

41. Consideration and action to approve Ordinance No. 5878 adopting the 2026 Property Tax Rate for the City of Mission, Texas – A. Garcia

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS LEVYING AN AD VALOREM TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF MISSION FOR THE FISCAL YEAR 2026-2027 PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID; AND PROVIDING FOR EXEMPTIONS FOR THE ELDERLY AND FOR THE DISABLED.

The Tax Rate for the fiscal year 2026-2027 was \$0.5653 per \$100 property value. In addition to establishing the tax rate, this ordinance provided a \$10,000 exemption for the elderly and a \$10,000 exemption for the disabled. The City would also continue the tax freeze established in 2005 for the elderly and disabled, ensuring the total amount of ad valorem taxes paid would not increase.

Interest & Sinking Rate (I&S)	\$0.0706
Maintenance & Operation (M&O)	\$0.4947
Total Tax Rate	\$0.5653

Staff and Co-Interim City Managers recommended approval.

Councilwoman Ortega asked if this item could be discussed in executive session as she had a legal question.

Mayor Garza stated that they would have to postpone the vote because Councilman Vela had stepped out of the meeting.

City Attorney, Eden Ramirez, stated that they could continue with the rest of the items and then discuss this item in executive session along with all other executive session items.

Mayor Pro Tem Plata moved to approve the Interest and Sinking Rate (I&S) rate at 0.0706. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

Mayor Pro Tem Plata moved to approve the Maintenance and Operation (M&O) rate at 0.4947. Motion was seconded by Councilman Vela and approved unanimously 5-0.

Mayor Pro Tem Plata moved to approve the total Tax Rate at 0.5653. Motion was seconded by Councilman Vela and approved unanimously 5-0.

ORDINANCE NO. 5878

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS LEVYING AN AD VALOREM TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF MISSION FOR THE FISCAL YEAR 2026-2027; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID; AND PROVIDING FOR EXEMPTIONS FOR THE ELDERLY AND FOR THE DISABLED.

Councilman Vela rejoined the meeting at 7:07 p.m.

42. Discussion and action related to approval of Publicity and Tourism Agreement with the Greater Mission Chamber of Commerce, Inc. in the amount not to exceed \$442,000 – A. Garcia

Request approval of the City's annual Publicity and Tourism Agreement with the Greater Mission Chamber of Commerce, including the approved level of financial support and applicable performance and reporting requirements.

The 2026-2027 agreement to be effective October 1, 2026 through September 30, 2027 in the amount not to exceed \$442,000.00

Staff and Co-Interim City Managers recommended approval.

Councilwoman Ortega suggested that a representative from the Chamber be present for any future items regarding their organization in case council had questions for them.

Mayor Pro Tem Plata moved to approve the Publicity and Tourism Agreement with the Greater Mission Chamber of Commerce, Inc. in the amount not to exceed \$442,000. Motion was seconded by Councilwoman Gerlach and approved unanimously, 5-0.

43. Discussion and action related to the approval of Agreement between the City of Mission and the Boys and Girls Club of Mission, Inc. for Fiscal Year 2026-2027 – A. Garcia

Request approval of the annual agreement with the Boys and Girls Club of Mission for Fiscal Year 2026-2027, including City financial support, services to be provided, and applicable performance and reporting requirement.

Under the Agreement, the City of Mission shall provide BGCM with the following specified services: The City of Mission shall provide BGCM funding in the amount of \$700,000 each fiscal year for administrative and utility expenses.

Term of the agreement shall be from October 1, 2026 to September 30, 2027.

Staff and Co-Interim City Managers recommended approval.

Councilwoman Gerlach commented that she would like for these organizations to provide consisting reporting.

Mayor Pro Tem Plata moved to approve the Agreement between the City of Mission and the Boys and Girls Club of Mission, Inc. for Fiscal Year 2026-2027. Motion was seconded by Councilwoman Gerlach and approved unanimously, 5-0.

44. Discussion and action related to Meet and Confer Agreement with Mission Firefighters Association, IAFF Local 3609 – A. Garcia

Request consideration and approval of the negotiated Meet and Confer Agreement establishing the applicable terms and conditions agreed upon between the City and Mission Firefighters Association, IAFF Local 3609.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to approve the Meet and Confer Agreement with Mission Firefighters Association, IAFF Local 3609. Motion was seconded by Councilman Vela and approved unanimously, 5-0.

45. Discussion and action related to approval of allowance methodology for Emergicon EMS billing – A. Garcia

Request approval of the methodology used to establish and account for allowances associated with EMS billings administered through Emergicon to provide a consistent and supportable basis for receivable valuation and financial reporting.

Staff and Co-Interim City Managers recommended approval.

Councilwoman Gerlach inquired as to how often the financials would be updated.

Andy Garcia, Co-Interim City Manager, stated that they were currently working on reconciling all of the balance sheets. The intent was to provide them annually then quarterly then monthly.

Mayor Pro Tem Plata moved to approve the allowance methodology for Emergicon EMS billing. Motion was seconded by Councilwoman Gerlach and approved unanimously, 5-0.

46. Discussion and action related to approval of Resolution # 2085 amending and restating Resolution No. 1294, as amended, establishing the City's Fund Balance Policy. – A. Garcia

Request approval to amend the City's Fund Balance Policy to require a formal corrective action plan when a fund, interfund balance, or other applicable financial condition remains out of compliance beyond an established cure period. The action plan would identify the amount requiring correction, responsible funds or departments, repayment or restoration methodology, funding sources, implementation timeline, monitoring requirements, and periodic reporting until compliance is restored. The amendment would also retain and clarify the City's existing fund-balance, reserve, replenishment, and assignment requirements. Resolution No. 1294 currently provides the City's two-month General Fund unrestricted fund-balance requirement and replenishment provisions.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata asked if the external auditors recommend this.

Mayor Garza stated this was a self imposed mandate.

Andy Garcia stated this was something he was implementing to make sure that we were in compliance and it was a self-imposed mandate.

Councilwoman Gerlach moved to approve the Resolution # 2085 amending and restating Resolution No. 1294, as amended, establishing the City's Fund Balance Policy. Motion was seconded by Councilman Vela and approved unanimously, 5-0.

RESOLUTION NO. 2085

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AMENDING AND RESTATING THE CITY'S FUND BALANCE POLICY; ESTABLISHING FUND BALANCE CLASSIFICATIONS CONSISTENT WITH GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT NO. 54; ESTABLISHING A MINIMUM GENERAL FUND UNRESTRICTED FUND BALANCE; DESIGNATING AUTHORITY FOR ASSIGNED FUND BALANCE; PROVIDING FOR THE ORDER OF EXPENDITURE OF FUND BALANCE; PROVIDING FOR ANNUAL REVIEW; SUPERSEDING PRIOR INCONSISTENT FUND BALANCE POLICY PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

47. Discussion and action related to approval of the Fiscal Year 2026-2027 Texas Citrus Fiesta Agreement – A. Garcia

Request approval to continue the City's annual renewal of support for Texas Citrus Fiesta for Fiscal Year 2026-2027, including City financial support, authorized uses of funding, performance expectations, and applicable financial and program reporting requirements.

Staff and Co-Interim City Managers recommended approval.

Andy Garcia stated that this item was a place holder. Their agreement was not up for renewal until May.

No action taken on this item.

48. Discussion and action related to approval of the Fiscal Year 2026-2027 National Butterfly Center Agreement – A. Garcia

Request approval to continue the City's annual renewal of support for the National Butterfly Center for Fiscal Year 2026-2027, including City financial support, authorized uses of funding, performance expectations, and applicable financial and program reporting requirements.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata recommended that they be asked to provide a quarterly presentation to council.

Mayor Pro Tem Plata moved to approve the Fiscal Year 2026-2027 National Butterfly Center Agreement with the recommendation that they provide a quarterly presentation. Motion was seconded by Councilman Vela and approved unanimously, 5-0.

49. Discussion and action related to approval of Resolution # 2086 amending Resolution No. 1935 regarding reporting requirements for organizations receiving City funding– A. Garcia

Request approval to consolidate and standardize financial reporting, documentation, accountability, submission, and compliance expectations for all nonprofit and other external organizations receiving financial support from the City of Mission. The amendment would establish consistent annual reporting standards, documentation requirements, submission deadlines, cure procedures, and administrative oversight.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to approve Resolution # 2086 amending Resolution No. 1935 regarding reporting requirements for organizations receiving City funding. Motion was seconded by Councilwoman Gerlach and approved unanimously, 5-0.

RESOLUTION NO. 2086

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, SUPERSEDING AND REPLACING RESOLUTION NO. 1935; ESTABLISHING FINANCIAL, PERFORMANCE, AND ACCOUNTABILITY REPORTING REQUIREMENTS FOR CERTAIN NONPROFIT AND OTHER EXTERNAL ORGANIZATIONS RECEIVING CITY FUNDING OR OPERATING UNDER JOINT ADVISORY ARRANGEMENTS; REQUIRING WRITTEN FUNDING AGREEMENTS; ESTABLISHING COMPONENT-UNIT REPORTING REQUIREMENTS; PROVIDING FOR ADMINISTRATION AND COMPLIANCE; PROVIDING A REPEALER AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

50. Discussion and action related to approval of Resolution # 2087 amending the existing Solid Waste Fund reimbursement authorization and related reimbursement parameters – A. Garcia

Request approval to revise the existing Solid Waste Fund reimbursement authorization to permit a higher maximum reimbursement to the General Fund for eligible City services and resources provided in support of Solid Waste operations. The revised resolution would establish the new maximum authorization while allowing the actual reimbursement to be based on documented eligible costs, available fund resources, and final year-end accounting.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to approve Resolution # 2087 amending Resolution No. 1935 regarding reporting requirements for organizations receiving City funding. Motion was seconded by Councilwoman Gerlach and approved unanimously, 5-0.

RESOLUTION NO. 2087

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AMENDING RESOLUTION NO. 2077 RELATING TO REIMBURSEMENTS AND TRANSFERS FROM THE SOLID WASTE FUND TO THE GENERAL FUND; INCREASING THE MAXIMUM AUTHORIZED ANNUAL AMOUNT TO \$2,000,000; REVISING RELATED REIMBURSEMENT AND TRANSFER PARAMETERS; AUTHORIZING IMPLEMENTATION BY THE CITY MANAGER AND FINANCE DIRECTOR; RATIFYING ALL REMAINING PROVISIONS OF RESOLUTION NO. 2077; AND PROVIDING FOR AN EFFECTIVE DATE.

51. Discussion and action related to approval of Ordinance # 5877 amending Ordinance No. 5710, as amended, as it relates to Fund 31 – Fire Replacement Fund – A. Garcia

Request approval to expand and clarify the authorized uses of Fund 31 resources for eligible Fire Department expenses; authorize reimbursements or transfers to the General Fund or other City funds that have incurred eligible Fire Department costs; clarify the disposition and use of Fund 31 revenues and remaining fund balance; and authorize administrative closure once available resources have been fully depleted, outstanding obligations have been satisfied, and final accounting and reconciliation are complete.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to approve Ordinance # 5877 amending Ordinance No. 5710, as amended, as it relates to Fund 31 – Fire Replacement Fund. Motion was seconded by Councilman Vela and approved unanimously, 5-0.

ORDINANCE NO. 5877

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AMENDING ORDINANCE NO. 5586, AS IT RELATES TO FUND 31 – FIRE REPLACEMENT FUND; CLARIFYING AND EXPANDING AUTHORIZED USES OF FUND 31 RESOURCES; REVISING THE DISPOSITION OF FIRE DEPARTMENT AND EMERGENCY MEDICAL SERVICES REVENUES; AUTHORIZING TRANSFERS AND REIMBURSEMENTS FOR ELIGIBLE FIRE DEPARTMENT AND EMERGENCY MEDICAL SERVICES EXPENDITURES; AUTHORIZING THE USE AND TRANSFER OF AVAILABLE FUND 31 RESOURCES; AMENDING ORDINANCE NO. 5710, AS AMENDED, TO THE EXTENT NECESSARY TO IMPLEMENT SUCH ACTIONS; AUTHORIZING ADMINISTRATIVE CLOSURE OF FUND 31; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

UNFINISHED BUSINESS

None

At 7:29 p.m., Mayor Pro Tem Plata moved to convene into executive session to discuss Items 12 and 41, The motion was seconded by Councilman Vela and approved unanimously 5-0.

EXECUTIVE SESSION

At 8:04 p.m., Mayor Pro Tem Plata motioned to reconvene into open session and proceeded to discuss items 12 and 41. Motion was seconded by Councilman Vela and approved unanimously 5-0.

Council proceeded to discuss items 12 and 14.

1. Closed session pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) to receive updates regarding pending and contemplated litigation involving the City of Mission, including matters being handled through the Texas Municipal League (TML)
2. Closed session pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) to receive legal advice, discuss and provide direction regarding a pending Equal Employment Opportunity Commission (EEOC) claim filed against the City of Mission.
3. Consultation and deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, compensation, resignation, complaints involving, or dismissal of public officers and employees, including discussions regarding City organizational structure, staffing matters, Council-appointed officials, and related personnel issues pursuant to Texas Government Code § 551.074.
4. Consultation with legal counsel and deliberation regarding governance matters, Council operations, duties and responsibilities of elected officials, charter interpretation, ethics matters, board and commission appointments, intergovernmental relations, and other matters involving the official conduct or responsibilities of the City Council pursuant to Texas Government Code §§ 551.071 and 551.074.
5. Deliberation regarding the purchase, exchange, lease, value, acquisition, disposition, development, use, or potential acquisition or disposition of real property interests and related negotiations pursuant to Texas Government Code § 551.072.

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

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

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

1. Consideration and action, if any, regarding updates on pending litigation involving the City of Mission, including matters being handled through the Texas Municipal League (TML), and any resulting direction to legal counsel.

No Action

2. Consideration and action, if any, regarding the pending Equal Employment Opportunity Commission (EEOC) claim filed against the City of Mission, including direction to legal counsel.

No Action

ADJOURNMENT

At 8:11 p.m., Mayor Pro Tem Plata moved for adjournment. Motion was seconded by Councilman Vela and approved unanimously 5-0.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



CITY OF MISSION

CITY COUNCIL SPECIAL MEETING MISSION CITY HALL SEPTEMBER 29, 2026 at 4:30 PM

MINUTES

PRESENT:

Norie Gonzalez Garza, Mayor
Jessica Ortega, Councilwoman
Marissa Ortega-Gerlach, Councilwoman
Alberto Vela, Councilman
Shellie Smith, City Attorney
Anna Carrillo, City Secretary
Juan Pablo Terrazas, Co-Interim City Manager
Andy Garcia, Co-Interim City Manager

ABSENT:

Ruben D. Plata, Mayor Pro-Tem

ALSO PRESENT:

Maira Salinas

STAFF PRESENT:

Vidal Roman, Finance Director
Ezeiza Garcia Assistant Finance Director
Judith Garcia, Media Relations Director
Edgar Gonzalez, Deputy City Engineer

CALL TO ORDER AND ESTABLISH QUORUM

With a quorum being present, Mayor Norie Gonzalez Garza called the meeting to order at 4:30 p.m.

DISCLOSURE OF CONFLICT OF INTEREST

None

CITIZEN'S PARTICIPATION ON SPECIFIC AGENDA ITEMS

None

AGENDA ITEMS

1. Discussion and possible action on matters related to approval of Ordinance # 5879 amending the Fiscal Year 2025–2026 Annual Operating Budget for year-end financial adjustments – Roman

The Finance Department was requesting City Council approval of the Fiscal Year 2025–2026 Year-End Budget Amendments to align the adopted budget with final and projected year-end financial activity.

The amendments incorporated necessary revenue and expenditure adjustments, interfund transfers, reimbursements, appropriations, and other Council-authorized financial actions occurring during the fiscal year.

The amendment would establish the final amended budget amounts for the City's operating, special revenue, debt service, capital, and other funds.

Impact on General Fund was an increase of \$269,750.00; Utility Fund was an increase of \$644,036.00; Golf Fund was an increase of \$25,703.00; Solid Waste Fund no impact in fund balance; Capital Projects Fund was in increase of \$253,423.00.

Staff and Co-Interim City Managers recommend approval.

Councilwoman Marissa Gerlach moved to approve Ordinance # 5879 amending the Fiscal Year 2025–2026 Annual Operating Budget for year-end financial adjustments. Motion was seconded by Councilman Alberto Vela and approved unanimously 4-0.

ORDINANCE NO. 5879

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AMENDING THE FISCAL YEAR 2025–2026 ANNUAL OPERATING BUDGET TO INCORPORATE YEAR-END REVENUE AND EXPENDITURE ADJUSTMENTS, INTERFUND TRANSFERS, REIMBURSEMENTS, APPROPRIATIONS, REVERSALS, AND OTHER COUNCIL-AUTHORIZED FINANCIAL ACTIONS; PROVIDING FOR THE FINAL AMENDED BUDGET AMOUNTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

ADJOURNMENT

At 4:37 p.m., Councilwoman Gerlach moved for adjournment. Motion was seconded by Councilwoman Jessica Ortega and approved unanimously 4-0.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 13, 2026

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

AGENDA ITEM: Acknowledge Receipt of Minutes – Terrazas / A. Garcia
Citizen's Advisory Committee – July 29, 2026
Mission Civil Service Commission – August 21, 2026
Shary Golf Course Advisory Board – August 26, 2026
Parks & Recreation Advisory Board – June 9, 2026
Mission Economic Development Corporation – July 23, August 27, Sept. 9, 2026
Mission Redevelopment Authority – June 22, August 24, September 10 2026
Mission Tax Increment Reinvestment Zone – June 22, August 24, Sept. 10, 2026
Planning and Zoning Commission – August 5, 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 *JP7 / AG*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

CITIZEN'S ADVISORY COMMITTEE
July 29, 2026
Regular Meeting

Members Present

Lorenzo Garza-Chairman
 Zoreida Lopez
 Clarisa Y. Rios
 Monika Rosales-Flores
 Roxanne Mendez
 Ruben Davila Lozano

Member Absent

Emigdio Villanueva Jr.-Vice Chairman
 Berenice Gonzalez
 Marsha Terry

Staff Present

Michael J. Elizalde
 Monica M. Gonzalez
 Martha L. Lopez
 Esther G. Rivera

Call Public Meeting to Order and Establish Quorum

The meeting was called to order by Chairman Garza at 6:00 p.m. Roll was taken by Ms. Rivera, who reported that five 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 on the Approval of Minutes to the Approval of Minutes for Regular Meeting held on July 1,2026.

Chairman Garza asked the members if they had reviewed the minutes to the approval of minutes for regular meeting held on July 1,2026. Following a brief discussion, Chairman Garza requested a motion for, approval. Ms. Lopez moved to approve of the minutes as presented, and Mr. Lozano seconded the motion. The motion carried unanimously (5-0).

Discussion and Possible Action on Matters Related to the Approval of the Status of Housing Assistance Program Application Waiting List.

Mr. Elizalde presented the current waiting list for the Housing Assistance Program for the committee's review. During this item, Ms. Mendez entered the meeting at 6:03 p.m. As this item was presented for informational purposes only, no action was required.

Discussion and Possible Action on Matters Related to Other Business**A. Final & Approved Citizen Participation Plan**

Mr. Elizalde presented the Citizen Participation Plan that was adopted by the City Council and thanked the committee for their input throughout the planning process. The item was presented for informational purposes, and after a brief discussion, no action was required.

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

Mr. Elizalde presented the Annual Action Plan, which was recently adopted by the City Council, and reviewed the funding allocations for the upcoming program year. Following a brief discussion among the committee members, the item was received for informational purposes only, and no action was required.

Citizen's Advisory Committee Member/Director Comments.

A. Chairman's Comments

Chairman Garza requested that staff look into the possibility of providing meals and snacks for committee members during future meetings. He also expressed his appreciation that the committee's recommendations were taken into consideration and stated that he was pleased with the decisions made by the City Council regarding the committee's recommendations.

B. Committee Member's Comments

Ms. Mendez requested that staff explore training opportunities that committee members could attend to further their knowledge of the Community Development Block Grant (CDBG) Program and committee responsibilities. Ms. Flores asked staff to look into the possibility of providing dinner for committee members during future meetings. The remaining committee members expressed their agreement with Ms. Flores' suggestion regarding the provision of food for future meetings.

C. Director's Comments

Mr. Elizalde stated that staff will look into providing a small token of appreciation for the committee members in recognition of their service. He also informed the committee that representatives from HUD are interested in visiting the City to tour various projects funded through the Community Development Block Grant (CDBG) Program. Mr. Elizalde invited committee members to participate in the visit and encouraged their attendance.

Adjourn

Chairman Garza inquired if there were any additional items for discussion. Hearing none, he requested a motion to adjourn the meeting. Ms. Flores moved to adjourn, and Ms. Rios seconded the motion. The motion carried unanimously (6-0), and the meeting was adjourned at 6:24 p.m.

Lorenzo Garza, Chairman

**MINUTES FOR THE
MISSION CIVIL SERVICE COMMISSION
August 21, 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
Rey Perez- Asst-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-July 24, 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 Classified Positions for the Mission Fire Department for FY 2026-27

Mr. Lerma advised the Commission that they needed to approve the classified positions for 2026-27 as required by law. Mr. Lerma and Chief Silva were recommending the following positions for approval: DC, Capt., LT., Eng., and FF. After a brief discussion, Mr. Delgadillo made a motion to approve the classified positions as submitted. Mr. Pena seconded the motion. Motion was approved unanimously.

Approval of Base Pay & Incentive Package for the Mission Fire Department for FY 2026-27

Mr. Lerma advised the Commission that we needed to approve the base pay and incentive package for the next fiscal year. At the present time, pay was being negotiated and would be presented at the September 8th City Council meeting for approval. He advised them that if any changes occurred at city council they would be presented at our next meeting. After a brief discussion, Mr. Delgadillo made a motion to approve the pay as presented. Mr. Pena seconded the motion. Motion was approved unanimously.

A**Approval of Classified Positions for the Mission Police Department for FY 2026-27**

Mr. Lerma advised the Commission that we needed to approve the classified positions for the next fiscal year as required by law. Chief Torres was recommending the following positions for FY 2026-27: LT, SGT, CPL, and Patrolman/Cadet. After a brief discussion, Mr. Delgadillo made a motion to approve the positions as presented. Mr. Pena seconded the motion. Motion was approved unanimously.

Approval of Base Pay & Incentive Package for the Mission Police Department for FY 2026-27

Mr. Lerma advised the Commission that we needed to approve the base pay & incentive package for the next fiscal year. He advised them that pay was also being negotiated with city council and any/all changes approved would be presented at the next meeting. After a brief discussion, Mr. Delgadillo made a motion to approve the pay as presented. Mr. Pena seconded the motion. Motion was approved unanimously.

Approval of Update to City of Mission Police and Fire Local Civil Service Rules

Mr. Lerma advised the Commission that they wanted to update the local rules with all the changes that have been done in the last few years. After a brief discussion, Mr. Garza noted that Space Force was not listed as a branch of the military. So, a motion was made by Mr. Delgadillo to table the item and to bring it back next meeting with an amendment to include Space Force as part of the military designation. Mr. Pena seconded the motion. Motion was approved unanimously.

Pending Business

Mr. Lerma advised them of the upcoming PD entry level exam set for September 18, 2026

Adjourn

Meeting was adjourned at 9:50 a.m.

SHARY GOLF COURSE ADVISORY BOARD MINUTES
AUGUST 26TH, 2026

- **Call to Order**
 - Mr. Ben Lau called the meeting to order at 7:30 pm.
- **Roll Call**
 - The following board members were present: Joe Salinas, Ben Lau, Toby Garza, Javi Barrera, Thomas Lee, Isaac Martinez, Nacho Pecina.
 - The following board members were absent:
 - The following staff members and others were present: Michael Fernuik Golf Director, Carl Davis MEDC Board Member, Mike Rios Project Manager, Andy Garcia ACM.
- **Public Participation**
 - None
- **Approval of Minutes**
 - The minutes from June 4th and July 16th were approved and written. Motion made to accept Thomas Lee, second by Joe Salinas, approved unanimously.
- **Golf Director's Report**
 - Financial Performance Report for July Starlight revenue. Green fees, Cart fees, Beer, Snacks/Bev., Trail Fees, Merch Sales, Driving Range, Misc. Totals were at \$95,240.07 for the whole month of July. Andy reporting on a separate acct. number for starlight versus daytime revenue. Ben Lau asking about beverage cart sales reports and how they are divided. Comment on snack bar being open for the public and the status on it. Bev cart sales and all other sales have been exceptional and keep getting better. Coach Lee comments on the difference from last year to this year adding the Starlight revenue. AMC Andy Garcia looking at how much more the course has made according to July's estimated profit revenue including staff salaries. Isaac Martinez commenting on staffing issues being under staffed, making it difficult for operations. Suggesting that we need better resources to become fully staffed in order to make this run smoother. Report needed to see a breakdown on rounds per day for the Starlight throughout the week. Carts are not enough and more golf carts needed for the Starlight. Efrain out with Covid. Hole one on Starlight was done within the label of the substance. Burnt conditions will come back and it could have been caused by "stressed" grass and the heat. Customer experience, surveys, capital improvement points.
 - Board member Isaac Martinez discussed about the improvement of the golf course adding trees, sand traps being taken over by heavy grass. Planning on keeping them as grass or maybe minimizing the size of the sand traps cause of the lack of manpower. Trees need to be trimmed down, looking for quotes at

the meantime. Course is in better condition after the aeration, greens looking better and looking forward to better conditions. Range needs more mats for more accommodations of larger number of customers. Snack bar needs to be open for snacks and beverages as needed for customers outside at the lounge. Google comments and reviews online for the Starlight course being accessible for the public. GPS on Starlight carts update subscription and breakdown the pros and cons. Advertisement for Starlight cart subscription still being looked at for the year. Shary Golf Course app offers gps tracking, booking, scorecard and food orders available.

- Final point of discussion was the follow up on las months concern for Starlight lighting. Adding additional lighting for dark areas throughout the course. Solar lights being added to holes 5 and 16 to accommodate the dark areas. Starlight staying close every Monday till 3 for maintenance will continue. New (45) carts will be available between October and December, they will be GPS carts. Course will have a fleet of 90 golf carts for both day and night course. Beverage cart being considered for daily use during the winter season to accommodate daily customers. Accepting tips is not allowed and will not be considered in the future. Compensation and duties will be considered in the future for employment. Ben Lau commented on the food and growing success of the Starlight moving forward.

- **Public Participation**

- None

- **Unfinished Business**

- None

- **Chairman's Comments**

- None

- **Adjournment**

- Meeting was adjourned at 8:35 pm. Motion made by Javier Barrera and seconded by Toby Garza and approved 7-0.

PARKS AND RECREATION ADVISORY BOARD MEETING
June 9, 2026

<u>BOARD MEMBERS PRESENT</u>	<u>STAFF</u>
Tony Guerrero	Brad Bentsen
Chris Voss	
Maggie Guajardo Pena - ZOOM	Taylor Cavazos
Mark Minton	Rick Contreras
Jesus Mendiola	Pete Charles
Julissa Barrera Martin	

Call to Order

Julissa Barrera Martin called the meeting to order.

Prayer

Mark Minton led us in prayer.

Roll Call

Roll call was taken and quorum was met.

Approval of Minutes

The Board Members approved the minutes for May 12, 2026 Advisory Board Meeting. Motion to approve was made by Mark Minton and seconded by Tony Guerrero. The motion to approve minutes passed unanimously.

Citizen Participation

Kenny Kerr, Partnership Development Manager with the National Fitness Campaign, joined the meeting via Zoom to present the Fitness Court program and discuss the possibility of adding another Fitness Court in the city of Mission.

Kerr noted that the existing Fitness Court that was installed 4-5 years ago at Hollis Rutledge Park has been a successful partnership and would like to collaborate again. The Fitness Court at Hollis Rutledge Park was originally funded through Park Land Development funds.

The National Fitness Campaign is currently looking to expand in South Texas and is interested in working with the city on another location. Kerr presented two different layouts, one being a Fitness Court Studio consisting of 7 body weight workouts with a wellness hub, while the other option, which is currently at Hollis is an outdoor, ADA-accessible fitness area with seven body-weight exercise stations. It includes impact-resistant flooring and an app that provides guided

workouts. The space can also be used for group activities such as yoga, Zumba, and other fitness programs

The Fitness Court utilizes a mobile application that provides guided workouts and allows users to participate in structured fitness activities. The facility could accommodate a variety of activities.

Kerr discussed available funding opportunities through the National Fitness Campaign and grants that are available such as one through Blue Cross Blue Shield which is up to \$20,000. The grant program is competitive and available on a first-come, first-served basis. Applications for the 2027 grant cycle are expected to open July 1. Kerr indicated that she has worked with Brad to identify approximately three to four potential sites that may be suitable for expansion that meet the grant eligibility requirements.

Estimated costs discussed were approximately \$165,000–\$185,000 for a smaller project, with larger projects potentially costing around \$271,000. Other possible funding sources mentioned included CDBG, ARPA, other grants and donors.

Julissa Barrera Martin asked about the benefits of investing in a Fitness Court compared with other recreational amenities, such as turf areas or obstacle courses. Kerr explained that the Fitness Court provides several uses in one space and offers guided workouts, group activities, and community fitness programming.

Board Member J. Mendiola raised concerns about the cost, maintenance, and expected usage, noting that the City already has some workout amenities at certain parks and is currently facing financial challenges. Tony Guerrero also stated that City Council is currently focused on the Lions Park project and is hesitant to take on additional expenses while the City is operating in a deficit. Lions Park proposals are still pending. Given the current circumstances, it may be best to hold off on moving forward with this project at this time.

Update on Parks

Parks Department has finished landscaping work around the Golf Course clubhouse. Paspalum, a salt-tolerant grass used on the golf course, was installed. The update on the installation of the AED machine at Lions Park is that the concrete pad has been completed, but there is still no confirmation on whether the Facilities Department has connected power to the area.

The Parks Department is currently experiencing an equipment shortage. Three tractors, two shredders, and one batwing mower are out of service. Other departments have also requested to borrow Parks equipment due to their own equipment needs. Fleet is currently limited in its ability to make repairs. Parks has also been using zero-turn mowers for right-of-way mowing.

Staff participated in several community events, including the Speedy Five 5K at the Mission Event Center, which had more than 2,000 participants. Staff also assisted with the groundbreaking for Don Pepes.

B. Bentsen discussed the Keep Mission Beautiful Board and shared that the organization raised approximately \$18,000 through a designer purse raffle. He encouraged the Parks Advisory Board to become more involved in fundraising efforts. However, Julissa Barrera Martin raised concerns about whether funds raised by the department can remain within the department rather than going into the City's General Fund.

B. Bentsen informed the Board we were awarded a Grant for funding the lights at the CWV walking trail. Currently applying for a new grant for Astroland. The Department is requesting approximately \$200,000 for the project.

The Board discussed the possibility of organizing events such as a 5K, bike ride, or other races to raise funds for the Department.

Mendiola noted the potential economic impact of these events and suggested that a private organizer could host a race or bike ride, collect the proceeds, and then donate the funds to the Department for a specific project, event, or necessities.

Update on Recreation

The Music in the Park event was rescheduled from May 8th to May 15th due to rain and muddy conditions. The event was successful, and Mr. Guerrero was in attendance. Another Music in the Park event is planned for August.

The 7-on-7 flag football program is in its third week of seven, with the championship scheduled for this Wednesday. High school volleyball program also was completed.

Summer programs have started, with approximately 60 participants in Track, 37 in Tennis, and 10 in Archery. Learn-to-Swim registration has also opened this past Monday.

Daily operations continue, including field rentals and collecting payments.

Update on Aquatics

Our summer Learn to Swim program started yesterday, with only a few spaces remaining. Public Swim hours have also started at Mayberry and Bannworth, although attendance has been low.

The Splash Pad is open, but R. Contreras reported ongoing issues and suggested that closing it may need to be considered.

Border Patrol, the Navy, Army, and National Guard continue using the facilities for training.

The Swim TAAF program officially started in May and currently has 210 registered participants. The Department will be hosting two swim meets, one next week and another the following week. This week's meet will be held in Edinburg.

Our Lifeguard staff is now fully staffed and ready to operate for summer pool hours and activities.

New Business

N/A

Old Business

B. Bentsen is still working on cost estimates to renovate Bannworth Park. Three proposals are being reviewed, including a core sample to determine whether there is clay beneath the pond. The results will help determine the best approach for repairing the lake bottom and improving the shoreline.

B. Bentsen advised the Board on several ideas for Lions Park and the need to develop cost estimates for potential improvements. There is also interest in revamping Pepsi Park and exploring reimbursement or funding opportunities to make the park usable again. He noted that one of the department's biggest needs is to address improvements at Bentsen Palm Park. Funding is needed to repair and renovate the park, including the ballfields, which were not properly installed and now require improvements.

Adjournment

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

**NOTICE OF REGULAR MEETING & PUBLIC HEARING
MISSION ECONOMIC DEVELOPMENT CORPORATION
JULY 23, 2026 4:00 PM
CENTER FOR EDUCATION AND ECONOMIC DEVELOPMENT**

PRESENT:

Deborah Cordova, Vice President
Julian Alvarez, Treasurer
Estella Saenz, Secretary
Carl Davis
Mayor Norie Gonzalez Garza

ABSENT:

Richard Hernandez, President
Jose G. Vargas

ALSO PRESENT:

Greg Kerr, JGKL LLP
Mark Hanna, Hanna Solutions
Lee McCormick, President, CDA

STAFF PRESENT:

Teclo J. Garcia, CEO
Belen Guerrero, COO
Joe Salazar, Financial Officer
Judy Vega, Executive Assistant
Stephanie Mendiola, Director of Business Development
Candace Rodriguez, Communications & Public Relations Manager
Brianna Casares, Director of Programs
Manuel Rodriguez, CEED Receptionist & Marketing Asst.
Alyssa Cedillo, MEDC Finance Intern
Regina Valdez, MEDC Marketing Intern

1. Call to Order and Establish Quorum

After establishing a quorum of the Mission Economic Development Corporation, Vice President Deborah Cordova called the meeting to order at 4:00 PM.

2. Invocation: Carl Davis.**3. Pledge of Allegiance:** Estella Saenz.**4. Citizen's Participation:** None.**5. Approval of Minutes: Regular Meeting of June 25, 2026.**

There being no corrections or additions, Carl Davis moved for approval of the Regular Meeting of June 25, 2026. Motion was seconded by Mayor Norie Gonzalez Garza and approved 4-0.

6. Discussion and possible action regarding Resolution No. 2026-04, Resolution of Mission Economic Development Corporation Authorizing the Issuance of One or More Series of Revenue Bonds and the Loan of The Proceeds Thereof to Graphic Packaging International, LLC; Approving Documents Relating Thereto; and Approving Other Matters in Connection Therewith.

Lee McCormick, President, CDA (via teleconference), introduced this item by saying that this was a final resolution for Graphic Packaging International LLC. The Project will recycle old, corrugated containers, post-consumer waste, box and manufacturing clippings, paper cup manufacturing clippings, and recovered paper cups into recycled paperboard. The facility was operational in October 2025 and is expected to reach full production in the second half of 2026. In addition to the solid waste recycling aspect, the company expects the project to improve the environmental footprint of its recycled paperboard manufacturing process by lowering greenhouse gas emissions intensity by an estimated 20% and energy and water usage intensity by approximately 18%.

If the company issues the full \$145,548,078 tax-exempt bonds to reimburse qualifying construction costs, MEDC would receive approximately \$253,322 for serving as the issuer of the bonds and an annual fee of \$36,387 until maturity.

This is a conduit transaction for the MEDC. The borrower is responsible for repayment of the debt. Approval of this resolution does not impose any payment or obligation on MEDC or the City of Mission, Texas, in connection with the financing. There is potential “reputational risk” if the borrower defaults, as the MEDC name is included on the bonds.

Treasurer Julian Alvarez joined the meeting at 4:07 PM.

Mayor Norie Gonzalez Garza moved for approval of Resolution No. 2026-04, Resolution of Mission Economic Development Corporation Authorizing the Issuance of One or More Series of Revenue Bonds and the Loan of The Proceeds Thereof to Graphic Packaging International, LLC; Approving Documents Relating Thereto; and Approving Other Matters in Connection Therewith. Motion was seconded by Secretary Estella Saenz and approved 5-0.

7. Deliberation and possible action to accept the Adjusted Financial Statement for June 2026.

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

There being no corrections or additions, Carl Davis moved for acceptance of the Adjusted Financial Statement for June 2026, as presented. Motion was seconded by Treasurer Julian Alvarez and approved 5-0.

8. Deliberation and possible action to accept Quarterly Report of Investments for the Quarter ending June 30, 2026 and Interest Earned for Nine Months ending June 30, 2026.

Financial Officer Joe Salazar presented the quarterly report of investments for the quarter ending June 30, 2026 and interest earned for Nine Months ending June 30, 2026.

Secretary Estella Saenz moved to accept the Quarterly Report of Investments for the Quarter ending June 30, 2026 and Interest Earned for Nine Months ending June 30, 2026. Motion was seconded by Mayor Norie Gonzalez Garza and approved 5-0.

9. Discussion regarding preliminary Fiscal Year 2027 budget.

CEO Teclo J. Garcia stated that the preliminary budget was presented for the Board's review last month and asked the Board if there were any questions or concerns; he added that the final budget will be presented to the Board in August for approval by resolution. Secretary Estella Saenz proposed scheduling a Finance Committee meeting to review the budget before the Board approves it, and Mr. Garcia agreed to schedule that meeting.

Discussion only. No action taken.

10. Public Hearing – MEDC Fiscal Year 2026 proposed project consideration related to an economic incentive for a multi-tenant commercial project, to be located at 2301 N. Conway, Mission, Texas (Project 495X).

Vice President Deborah Cordova opened the public hearing at 4:19 PM and called for any comments in favor or against this project.

Comments: None.

Vice President Deborah Cordova declared the public hearing closed at 4:20 PM.

11. Deliberation and possible action to approve an Economic Development Performance Agreement for Project 495X.

CEO Teclo J. Garcia presented this item and stated that the performance agreement relates to a proposed shopping center to be located at 2301 N. Conway Avenue. He explained that Merit CRE will oversee the project, which will include six retail suites upon completion.

They have applied for financial incentives not to exceed \$800,000, which will be paid in four (4) installments as follows: \$250,000 upon breaking ground; \$250,000 on the 1st anniversary of the commencement of operations; \$150,000 on the 2nd and 3rd anniversaries of the commencement of operations.

Carl Davis moved for approval of an Economic Development Performance Agreement for Project 495X. Motion was seconded by Mayor Norie Gonzalez Garza and approved 5-0.

12. Deliberation and possible action to authorize staff to publish a Notice of Intention to Undertake a Project or Projects for Fiscal Year 2026 for Project 495X.

Carl Davis moved to authorize staff to publish a Notice of Intention to Undertake Project 495X. Motion was seconded by Secretary Estella Saenz and approved 5-0.

13. Discussion and possible action to approve a first Amendment to an Economic Development Performance Agreement related to Project Superior.

CEO Teclo J. Garcia presented this item and stated that the amendment addresses a legal entity name change for Project Superior, from H&B Southern Investments to Papa Jasso's

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LLC (Don Pepe's Restaurant) on the original performance agreement. All terms and conditions of the agreement remain the same.

Mayor Norie Gonzalez Garza moved to approve a first amendment to an Economic Development Performance Agreement related to Project Superior. Motion was seconded by Treasurer Julian Alvarez and approved 5-0.

14. Discussion and possible action to approve a reimbursement agreement between MEDA and Mission Economic Development Corporation ("MEDC") to reimburse MEDC for engineering costs and taxes related to MEDA Land paid for by MEDC on behalf of MEDA.

CEO Teclo J. Garcia presented this item and stated that MEDA contracted M2 Engineering PLLC to provide civil engineering, topographic survey, and boundary survey services for its 88-acre tract of land. He explained that MEDC paid for these services, as well as tax invoices received from the United Irrigation District. Mr. Garcia stated that the reimbursement agreement will allow MEDA to repay MEDC for the engineering services and related invoices.

Carl Davis moved to approve a reimbursement agreement between MEDA and Mission Economic Development Corporation ("MEDC") to reimburse MEDC for engineering costs and taxes related to MEDA Land paid for by MEDC on behalf of MEDA. Motion was seconded by Secretary Estella Saenz and approved 5-0.

At **4:31 PM**, Vice President Deborah Cordova announced that the Mission Economic Development Corporation Board of Directors would be convening in closed session.

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

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

Report from CEO as to potential prospect(s):

- A. Project Fuel**
- B. Project Century**
- C. Project Javalina**
- D. Project Server**

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

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

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

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

At **4:59 PM**, Vice President Deborah Cordova announced that the Mission Economic Development Corporation Board of Directors would be reconvening in open session.

Motions are as follows:

Report on Potential Project(s):

Project Fuel: Treasurer Julian Alvarez moved to authorize CEO to enter negotiations for the prospect of a Letter of Intent with parameters discussed within closed session. The motion was seconded by Carl Davis and approved 5-0.

Project Century: No action.

Project Javalina: No action.

Project Server: No action.

Regarding Real Property:

A. MEDC Land: No action.

B. Perkins Lots Update: No action.

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

16. CEO Report on Economic Activity

CEO Teclo J. Garcia began this item by inviting Programs Director Brianna Casares to provide an update on Mission EDC's current programs. Ms. Casares stated that the Downtown Assistance Program Committee recently met to select seven award recipients. The selected recipients include Conway Food Mart, Saveco Insurance, David Jose Garza, D'LUX Event, Southern Fried, Lionel's Western Wear, and Mission Boot Shop.

Ms. Casares highlighted Mission Boot Shop and stated that the business currently uses equipment that is more than 80 years old. She explained that the award will help the business update its equipment. On July 24, 2026 Mission EDC staff will visit the selected businesses to notify them of their award and ask some of the business owners to participate in a short interview to share how the award will benefit their business.

In addition, Ms. Casares stated that the Mission Ready Program will conclude on July 24, 2026. Mission EDC will host a celebration on August 6, 2026 to highlight the interns' experiences with their employers and how the program benefited their personal and professional development.

Ms. Casares also reported that the Ruby Red Ventures Program, in partnership with UTRGV, is nearing its completion. Nine businesses will participate in the pitch competition during the upcoming Small Business Expo at the Mission Event Center on September 16, 2026. The

Small Business Expo will offer free admission and will feature up to 60 small business booths, panel discussions, and networking opportunities.

The discussion then shifted to recent economic development and infrastructure updates. Mr. Garcia stated that he recently attended TxDOT Plan Con 2026, which focused on funding ongoing projects and successful infrastructure and development strategies used in various communities throughout Texas. He also presented an update on 2026 housing permit statistics for single-family and multifamily homes in the City of Mission, to date the city issued 245 single-family home permits and 166 multi-family home permits, for a total of 411 permits.

Mr. Garcia then provided an update on Anzalduas Bridge crossings and said that empty commercial vehicle crossings decreased by an average of 20% to 50%, passenger vehicle crossings increased by 8% to 14%, passenger bus crossings decreased by 11% to 47%, and maquila employee crossings decreased by 8% to 16%.

Lastly, Mr. Garcia reported that the City of Mission's unemployment rate has remained at 5.5% for the last four years and said that workforce adds an average of 700 jobs each year in the government, healthcare, and trade sectors. He also noted that Mission's unemployment rate is 1% higher than neighboring cities such as McAllen and Edinburg, but 2% lower than Pharr and Brownsville.

17. President Comments.

None.

18. Adjournment.

Mayor Norie Gonzalez Garza moved to adjourn the meeting. Motion was seconded by Secretary Estella Saenz and approved 5-0. The meeting was adjourned at 5:22 PM.

Richard Hernandez, President

ATTEST:

Estella Saenz, Secretary

**NOTICE OF REGULAR MEETING & PUBLIC HEARING
MISSION ECONOMIC DEVELOPMENT CORPORATION
AUGUST 27, 2026 4:00 PM
CENTER FOR EDUCATION AND ECONOMIC DEVELOPMENT**

PRESENT:

Richard Hernandez, President
Deborah Cordova, Vice President
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:

Teclo J. Garcia, CEO
Belen Guerrero, COO
Joe Salazar, Financial Officer
Judy Vega, Executive Assistant
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 4:01 PM.

2. Invocation: Carl Davis.**3. Pledge of Allegiance:** Jose G. Vargas.**4. Citizen's Participation:** None.**5. The Board prioritized item #7 on the Agenda ahead of Item #5 as follows:**

Discussion and possible action to approve Resolution No. 2026-05, Resolution regarding request of 360 Broadband, LLC 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 bonds; and authorizing other action related thereto.

Lee McCormick, President of Community Development Associates introduced this item by saying that 360 Broadband, LLC is a Durant, Oklahoma-based telecommunications provider organized in 2023 to develop, own, and operate high-speed fiber optic broadband infrastructure serving rural communities. 360 Broadband is currently pursuing a significant fiber optic network built-out across a five-county region in North Texas and is interested in pursuing bond financing through the MEDC. The Project consists of a regional fiber backbone of high-count, high-capacity fiber optic cables, feeder routes into

local service areas, distribution networks bringing fiber closer to individual premises.

The Company expects to issue up to \$175 million of tax-exempt private activity bonds to fund its construction. Assuming the tax-exempt bond allocation is awarded, the MEDC is projected to receive approximately \$297,500 at closing for serving as the bond issuer, based on an issuance fee of approximately \$253,750 along with an annual fee of approximately \$43,750. The annual fee will continue until the bonds mature, which is estimated to be at least 10 years.

This is a conduit transaction for the MEDC. The borrower/applicant is responsible for repayment of the debt. Approval of this Resolution does not impose any payment or obligation on MEDC or the City of Mission. Potential "reputational risk" exists if the borrower defaults since the MEDC name is included on the bonds.

Mayor Norie Gonzalez Garza joined the meeting at 4:06 PM.

Carl Davis moved to approve Resolution No. 2026-05, Resolution regarding request of 360 Broadband, LLC 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 bonds; and authorizing other action related thereto as presented. Motion was seconded by Jose G. Vargas and approved 6-0.

5. Approval of Minutes: Regular Meeting & Public Hearing of July 23, 2026

There being no corrections or additions, Carl Davis moved for approval of the Special Meeting & Public Hearing minutes of July 23, 2026. Motion was seconded by Secretary Estella Saenz and approved 6-0.

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

Financial Officer Joe Salazar presented the Adjusted Financial Statement for April 2026. Mayor Norie Gonzalez Garza requested that staff separate the 2025 MEDC Shary Golf Lighting Loan and 2025 MEDC Bond Projects line items on page 15 to reflect the long-term debt charges for each item across all future Adjusted Financial Statements.

Mayor Norie Gonzalez Garza moved for acceptance of the Adjusted Financial Statement for April 2026, as presented. Motion was seconded by Vice President Deborah Cordova and approved 6-0.

7. See Item #5.

8. Discussion and possible action to approve an Amendment to the Corporation's Fiscal Year 2026 Budget.

Financial Officer Joe Salazar presented this item and stated that the amendment applies to the MEDC Operating Fund, MEDC Debt Fund, and MEDC Capital Project Fund. He explained that the amendment will create line items for each requested item within its respective fund.

Carl Davis moved to approve an Amendment to the Corporation's Fiscal Year 2026 Budget. Motion was seconded by Secretary Estella Saenz and approved 6-0.

9. Deliberation and possible action for the approval of Resolution No. 2026-06, adopting Mission Economic Development Corporation's Fiscal Year 2027 Budget.

CEO Teclo J. Garcia said that the proposed budget had no changes to the one presented in June. The budget includes a 1.9% increase for Operations from the 2025-2026 fiscal year. This increase applies to the Mission Ready Program, Texas Citrus Fiesta, legal expenses, and the Shary Municipal Golf Course.

Mayor Norie Gonzalez Garza moved to approve Resolution No. 2026-06, adopting Mission Economic Development Corporation's Fiscal Year 2026-2027 Budget. Motion was seconded by Carl Davis and approved 6-0.

10. Discussion and possible action related to MEDC's Investment Policy.

CEO Teclo J. Garcia mentioned that this year's Investment Policy had one only one change from the prior policy, replacing Texas National Bank with Lone Star National Bank as MEDC's banking institution. He recommends approval.

Mayor Norie Gonzalez Garza moved to approve MEDC's Investment Policy. Motion was seconded by Jose G. Vargas and approved 6-0.

11. Public Hearing – MEDC Fiscal Year 2027 proposed project consideration related to an economic incentive for the development of a commercial project, to be located at 3131 North Conway Avenue, Mission, Texas 78572 (Project Fuel)

President Richard Hernandez opened the public hearing at 4:29 PM and called for any comments in favor or against this project.

Comments: No comments were heard.

President Richard Hernandez declared the public hearing closed at 4:30 PM.

12. Deliberation and possible action to approve an Economic Development Performance Agreement for Project Fuel.

CEO Teclo J. Garcia presented this item and stated that the performance agreement supports the development of a convenience store and fueling station at 3131 North Conway Avenue. He explained that the a one-time payment of \$25,000 will be payable upon the project meeting certain conditions.

Vice President Deborah Cordova moved for approval of an Economic Development Performance Agreement for Project Fuel (Stripes convenience store). Motion was seconded by Secretary Estella Saenz and approved 6-0.

13. Deliberation and possible action to authorize staff to publish a Notice of Intention to Undertake a Project or Projects for Fiscal Year 2027 for Project Fuel.

Mayor Norie Gonzalez Garza moved to authorize staff to publish a Notice of Intention to Undertake a Project or Projects for Fiscal Year 2027 for Project Fuel. Motion was seconded by Carl Davis and approved 6-0.

14. Discussion and possible action to approve a Reimbursement Agreement between Mission Economic Development Corporation and City of Mission related to Shops at 495 – Lot 1, LTD.

CEO Teclo J. Garcia presented this item and stated that the reimbursement agreement will reimburse the City of Mission for a half-cent sales tax incentive generated by the project. He explained that MEDC expects to provide a payout of \$42,500.

Jose G. Vargas moved to approve a Reimbursement Agreement between Mission Economic Development Corporation and City of Mission related to Shops at 495 – Lot 1, LTD. Motion was seconded by Vice President Deborah Cordova and approved 6-0.

15. Discussion and possible action to approve a Reimbursement Agreement between Mission Economic Development Corporation and City of Mission related to A-S 135 HWY 83-Bryan Rd. L.P.

CEO Teclo J. Garcia presented this item and stated that the reimbursement agreement will reimburse the City of Mission for a half-cent sales tax incentive generated by the project. He explained that MEDC expects to provide a payout of \$226,000.

Carl Davis moved to approve a Reimbursement Agreement between Mission Economic Development Corporation and City of Mission related to A-S 135 HWY 83-Bryan Rd., L.P. Motion was seconded by Jose G. Vargas and approved 6-0.

16. Deliberation and possible action for the approval of a Memorandum of Understanding between Mission EDC and the City of Mission related to facility maintenance services, subject to final legal review and approval.

COO Belen Guerrero presented this item and stated that the Memorandum of Understanding addresses CEED facility maintenance services provided by the City of Mission's Maintenance Department. She explained that the MOU allows maintenance staff to provide services that include, but are not limited to, inspections, repairs, and groundskeeping. She also stated that the payout amount remains unchanged at \$65,000 and recommends approval.

Jose G. Vargas moved for approval of a Memorandum of Understanding between Mission EDC and the City of Mission related to facility maintenance services, subject to final legal review and approval. Motion was seconded by Vice President Deborah Cordova and approved 6-0.

17. Deliberation and possible action to authorize CEO to execute a professional services contract with ARES Services Inc. for legislative consulting services, subject to final legal review and approval.

CEO Teclo J. Garcia presented this item and stated that it renews the professional services agreement with ARES Services Inc. for lobbying services, and recommends approval. During the discussion, Carl Davis requested that ARES Services Inc. present a quarterly report to the Board.

Jose G. Vargas moved to authorize CEO to execute a professional services contract with ARES Services Inc. for legislative consulting services, subject to final legal review and approval. Motion was seconded by Secretary Estella Saenz and approved 6-0.

At **4:50 PM**, President Richard Hernandez announced that the Mission EDC Board would be convening in closed session.

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

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

Report from CEO as to potential prospect(s):

A. Project Coat

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

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

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

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

At **5:15 PM**, President Richard Hernandedz announced that the Mission Economic Development Corporation Board of Directors would be reconvening in open session. Motions are as follows:

Regarding Potential Project(s):

- A. Project Coat: Vice President Deborah Cordova motioned to authorize CEO to negotiate a prospective incentive agreement as discussed in executive session. Motion was seconded by Carl Davis and approved 6-0.

Regarding Real Property:

- A. MEDC Land: No action.
- B. Perkins Lots Update: No action.

Consultation with Attorney: No action.

19. CEO Report on Economic Activity

CEO Teclo J. Garcia presented this item and stated that the Mission Small Business Expo is scheduled for September 16, 2026 at the Mission Event Center from 9 AM to 5 PM and free to the public. Mr. Garcia welcomed Programs Manager Brianna Casares to provide additional information about the Expo. Ms. Casares said the Expo has 50 confirmed small business booths and will also feature networking opportunities, panel discussions, a keynote speaker, and the Ruby Red Ventures Competition. Mr. Garcia mentioned that he will attend the Texas Department of Transportation's Texas Freight Advisory Committee meeting on September 1st and the TxDOT Border Trade Advisory Committee meeting on September 15th. He will also attend the Retail Live Conference with Business Development Director Stephanie Mendiola and Communications and Public Relations Manager Candace Rodriguez on September 2nd in Austin. Mr. Garcia shared will travel to San Luis Potosí for

Expo Potosí Industrial on October 8th & 9th. He mentioned that he recently participated at the South Texas Manufacturing Association's August luncheon to share recent developments within Mission.

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Mr. Garcia stated that RGV Healthy Vending expanded into the neighboring warehouse suite formerly occupied by 5x5 Brewery. He explained that crews installed an industrial-grade epoxy floor, opened the wall between both suites, and added a new bay door to connect the spaces. He welcomed Communications and Public Relations Manager Candace Rodriguez to provide a comprehensive report on social media activity across MEDC's social media pages from August 2025 to August 2026. Ms. Rodriguez reported that social media views increased by 121%, engagement increased by 171%, total followers increased by 8.3%, and earned media spots across television, print, and radio totaled 103.

20. President Comments.

MEDC Board President Richard Hernandez thanked the MEDC staff for their hard work. Mayor Norie Gonzalez Garza briefly expressed her gratitude to MEDC staff as well.

21. Adjournment.

Vice President Deborah Cordova moved to adjourn the meeting. Motion was seconded by Secretary Estella Saenz and approved 6-0. The meeting was adjourned at 5:41 PM.

Richard Hernandez, President

ATTEST:

Estella Saenz, Secretary

**NOTICE OF SPECIAL MEETING
MISSION ECONOMIC DEVELOPMENT CORPORATION
SEPTEMBER 9, 2026 4:00 PM
CENTER FOR EDUCATION AND ECONOMIC DEVELOPMENT**

PRESENT:

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

ABSENT:

Julian Alvarez, Treasurer

ALSO PRESENT:

Gene Vaughan, JGKL LLP
Steve Taylor, RGV Guardian
Alma Santos, Progress Times

STAFF PRESENT:

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

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 4:10 PM.

2. Citizen's Participation: None.

At **4:11 PM**, President Richard Hernandez announced that the Mission EDC Board would be convening in closed session.

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

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).

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

Vice President Deborah L. Cordova joined the meeting at 4:21 PM.

At **5:34 PM**, President Richard Hernandedz announced that the Mission Economic Development Corporation Board of Directors would be reconvening in open session.

The following motions related to Personnel Matters – CEO Position were made:

1. Carl Davis moved to name Joe Salazar as Acting CEO for the Corporation beginning September 9, 2026, continuing until a permanent CEO is hired, and that Mr. Salazar receives the assignment pay increase discussed in closed session. His salary will be raised to the amount specified in the Fiscal Year 2026–2027 Budget, effective September 9, 2026. Motion was seconded by Jose G. Vargas and approved 6–0.
2. Jose G. Vargas moved to authorize the commencement of a search for a new CEO and to approve advertising the position in appropriate journals and on relevant websites. Motion was seconded by Vice President Deborah L. Cordova and approved 6-0.

Consultation with Attorney:

Mayor Norie Gonzalez Garza moved to approve the relocation package related to 801 ½ Perkins Street up to a maximum amount of \$64,243.20, as discussed in closed session. Motion was seconded by Treasurer Estella Saenz and approved 6-0.

4. Adjournment.

Secretary Estella Saenz moved to adjourn the meeting. Motion was seconded by Jose G. Vargas and approved 6-0. The meeting was adjourned at 5:37 PM.

Richard Hernandez, President

ATTEST:

Estella Saenz, Secretary

**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 TxDOT 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 Bursleson, 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.

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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: _____

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 unanimously 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 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
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 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: _____

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

P&Z PRESENT

David Villarreal
Irene Thompson
Connie Garza
Diana Izaguirre
Kevin Sanchez
Steven Alaniz

P&Z ABSENT

Raquenel Austin

STAFF PRESENT

Gabriel Ramirez
Susie De Luna
Xavier Cervantes
Alex Hernandez
Elisa Zurita
Jessica Munoz

GUEST PRESENT

Grecia Ramirez
Jose Ramirez
Jorge J. Escobar Jr.
Nicolas Camacho
Oscar Alejandro
Kathryn Resendez
Keith Mora
Sergio Salinas
Sonia Salinas
Rafael Mendez

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 JULY 15, 2026

Chairwoman Izaguirre asked if there were any corrections to the minutes for July 15, 2026. Ms. Thompson moved to approve the minutes as presented. Mr. Sanchez seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:30 p.m.

Ended: 5:31 p.m.

Item #2

Discussion and possible action on matters related to a Plat Approval Subject to Conditions for the proposed Griffin Gardens Subdivision located along the South side of Griffin Parkway approximately 140 feet East of N. Holland Avenue, being a tract of land containing 10.399 acres out of Lot 24-5, West Addition to Sharyland Subdivision, Developer: 3BU Family Limited Partnership, Engineer: Melden & Hunt, Inc.

Mr. Ramirez stated the Subdivision is located along the South side of Griffin Parkway approximately 140 feet East of N. Holland Avenue. The proposed land uses for this subdivision are consistent with the surrounding areas of commercial and residential. Griffin Gardens Subdivision proposes the North lots 1-3 for commercial use and the South lots 1-30 to be used for townhomes with 2 detention areas. The average proposed townhouse lot will measure 40 feet in width by 110 feet in depth, 12 lots will be considered irregular, all being consistent with the proposed new lot size minimums for an R-1T Townhouse residential zone. The site will have frontage to W. Griffin Parkway. The internal public streets are 32 feet back-to-back, within 50 feet right-of-way. This subdivision is only accessible from W. Griffin Parkway. 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 to a proposed onsite detention pond. The said ponds will be discharged via two 8-inch bleeder lines into two separate existing TxDOT inlets located on the South side of Griffin Parkway permit # 660130. The Capital Sewer Recovery Fees (\$200xlot for residential) (\$750xacre for commercial), Park Fees (\$675xlot), 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: Payment of Capital Sewer Recovery Fees, Payment of Park Fees, Conveyance or Payment of Water Rights, Water District Exclusions, and 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. Ms. Thompson moved to approve the request for Plat Approval subject to conditions. Mr. Sanchez seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:31 p.m.

Ended: 5:32 p.m.

Item #3

Discussion and possible action on matters related to a Replat Approval Subject to Conditions for the proposed Ulloa Subdivision being the resubdivision of Lot 1, Eladar Subdivision, located along the East side of Inspiration Road approximately 500 feet North of U.S. Expressway 83 (IH2), Developer: Jose P. Ulloa and Maria Celia Ulloa, Engineer: Salinas Engineering & Assoc. – Cervantes

Mr. Ramirez stated that the site is located along the East side of Inspiration Road approximately 500 feet North of Expressway 83 (IH2). The land use of single-family residential lots will remain the same for this project. This replat will consist of 7 new lots with an average proposed lot size of 65.25 feet in width by 95.79 feet in depth. Lots 1-4 will have frontage to Inspiration Road and Lots 5-7 will have frontage to Jay Street, both being public streets. Water and sanitary sewer will be serviced by the City of Mission and the drainage report has been reviewed and approved by the City's Engineering department. The Capital Sewer Recovery Fees (\$200xlot for residential) and Park Fees (\$675xlot) will be imposed. All items on the subdivision checklist will be addressed prior to recording the plat. Staff recommend approval of the Replat of Ulloa Subdivision subject to conditions: Payment of Capital Sewer Recovery Fees, Payment of Park Fees, and 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. Ms. Thompson moved to approve the request for Plat Approval subject to conditions. Mr. Sanchez seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:32 p.m.

Ended: 5:51 p.m.

Item #4

Being Lot 6, Block 81,

**Original Townsite of Mission Subdivision,
located at 400 Oblate Avenue**

R-1 to R-2

Nicolas Camacho & Oscar Alejandre

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 develop a duplex apartment complex at the site. The property is located at the Northeast corner of E. 4th Street and Oblate Avenue. The lot of record has 7,500 square feet in area and measures 50 feet along Oblate Avenue and 150 feet along E. 4th Street. The surrounding zoning is Single-family Residential (R-1) District to the North, East and West and Public (P) District to the South. The surrounding land uses include single-family homes to the North, East, and West. The Roosevelt Alternative School is located across the street to the South. There is an unpaved alley along the East side of the property. The subject property is vacant. There was comprehensive rezoning for this neighborhood in the year 2006. The City Council's vision at the time was to only allow single-family homes for future construction. As a result of the downzoning, there are several small apartment complexes in the neighborhood that are considered legal nonconforming uses. A map depicting these complexes is included in the meeting packet. 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 19 surrounding property owners. Planning staff has received one phone call in opposition to the rezoning. Staff recommends denial of the rezoning request. The requested rezoning is not in line with the comprehensive plan.

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

Ms. Sonia Salinas, a resident of 403 Oblate Avenue living directly across the street from the site, formally opposes the proposed zoning change from residential to commercial for a multi-family development. While Ms. Salinas does not object to the construction of a single-family home, she strongly objects to a duplex or fourplex structure. She highlights that the neighborhood consists of long-standing family homes and urges the preservation of this established character. Furthermore, Ms. Salinas asks the board to consider the permanent nature of a commercial zoning designation, warning that it could set a dangerous precedent for future commercial encroachment. She notes that her own investment in the neighborhood was driven by family ties, as her mother lives just two blocks away. She argues that the transition to multi-family or commercial use would bring a disruptive influx of vehicles, people, parking demands, lighting, noise, deliveries, and traffic congestion. Ultimately, she emphasizes that the area is not merely lines on a zoning map, but a vibrant community of families whose privacy and daily lives would be negatively impacted, and she respectfully requests that the board deny the zoning application.

Mr. Jorge Escobar Jr., a resident of 419 Oblate Avenue, grew up in the area and formally opposes the proposed zoning change. He requests that the property retain its single-family residential designation to preserve the long-standing character of the neighborhood. Mr. Escobar notes that the area already experiences significant nighttime traffic and suspicious activity, particularly near Francisco and Rafael Ramirez streets, where individuals loiter late at night without effective law

enforcement intervention. He expressed concern that introducing multi-family housing, such as a duplex or fourplex, will exacerbate these safety issues and attract further unwanted activity to an area where children live. He firmly believes the neighborhood should remain exclusively dedicated to single-family homes, as desired by the local residents, and suggests that multi-family developments be relocated to existing apartment zones.

Mr. Nicolás Camacho, a property owner who currently resides in McAllen, Texas, explained that he and his partner have been searching for a lot for quite some time to build a nice, quiet place to live. After driving by this specific corner lot, they were drawn to it because of the surrounding family homes. Mr. Camacho emphasizes that their primary intention is to reside on the property themselves rather than developing it strictly to sell or rent out both units. While the adjoining second unit of the duplex represents a minor investment, they plan to carefully choose who lives next to them. Furthermore, Mr. Camacho notes that as middle-aged men, they are seeking a peaceful lifestyle and will not bring chaos or parties to the neighborhood. Having frequented the area throughout the year, they appreciate the community and aim to beautify the specific lot by building from the ground up. He believes their development will bring positive value to the area and respectfully requests approval for the project.

Mr. Javier Flores, a resident of 318 Miller Avenue, formally opposes the zoning change and requests that the property remain designated for single-family housing. Having been born and raised in the area, and having personally owned the lot in question for over 25 years, Mr. Flores possesses a deep historical connection to the neighborhood. He notes that the area is part of the original townsite with a 100-year history where his parents were early residents, and he expresses concern over a visible decline in the neighborhood over time. Drawing from his 30-year career with Homeland Security, Mr. Flores emphasizes the importance of community stability. While acknowledging that not all multi-family property investors neglect their responsibilities, his daily observations indicate that primary homeowners who reside on their properties demonstrate a higher level of care and long-term commitment to the neighborhood. Consequently, he strongly advocates for maintaining the single-family zoning to preserve the integrity of the historic community.

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

Chairwoman Izaguirre asked if the board had any questions.

Chairwoman Izaguirre questioned the timeline and circumstances regarding the approval of existing apartment complexes located immediately adjacent to the property. She pointed out that there is already one multi-family development located just two lots away from the specified location, as well as another apartment building situated on the left-hand side of the area.

Mr. Cervantes indicated that the apartment complexes in question were likely constructed prior to the year 2006.

Chairwoman Izaguirre observed that the apartment complexes appear to be newer in construction compared to the surrounding buildings in the area.

Ms. Thompson suggested that the newer appearance of the apartment complexes could be attributed to a recent roof replacement, particularly if the structures themselves are significantly older.

Mr. Sanchez questioned whether the city or the current owners held possession of those properties prior to 2006.

Mr. Cervantes confirmed that, based on his conversations with neighborhood residents and his own observations, all of those apartment buildings appear to be old.

The board discussed the construction timeline of the apartments.

Chairwoman Izaguirre stated that the apartment was built in 1997 and purchased in 2012.

Ms. Thompson asked if staff could return to the vicinity map showing all multifamily developments, inquiring if the property labeled as number 1 was already constructed.

Chairwoman Izaguirre clarified that the property incorrectly labeled as number 2 was the one built in 1997.

Mr. Sanchez added that this occurred before 11th Street and Francisco Street.

Chairwoman Izaguirre asked for confirmation on whether the properties were purchased in 2012.

Ms. Garza sought confirmation that the properties were built in 1997.

Chairwoman Izaguirre confirmed that they were built in 1997.

Ms. Thompson noted that the appraisal district records show active construction.

Ms. Garza recalled that when the Council acted regarding the apartments, their primary intent was to establish regulatory control and prevent unregulated apartment developments throughout the city.

Ms. Thompson asked for clarification on whether the property labeled as number 2 was the one built in 1997.

Chairwoman Izaguirre also inquired about the property located on the left-hand side.

Ms. Thompson inquired about the location of the apartment complex.

Mr. Sanchez stated that the location was 416 Oblate Avenue

Chairwoman Izaguirre noted that there has been no construction in that area on Francisco Street. She asked if there had been any construction for apartments or for any other types of developments.

Mr. Cervantes stated that it used to be owned by the owner, adding that it is an older neighborhood that is mostly fully developed.

Chairwoman Izaguirre asked if the recommendation for denial was based solely on what had been approved in 2006.

Mr. Cervantes stated that the recommendation was based on the vision of the City Council from 2006, as well as the guidelines established in the city's comprehensive plan.

Ms. Thompson noted that the property on lot 2, block 81, was constructed in 1990, although older improvements on the site date back to 1979. She added that the effective build date is listed as 1990, with a potential apartment addition built in 2020.

Chairwoman Izaguirre asked if duplexes were considered single-family residential properties.

Mr. Cervantes stated that duplexes are not considered single-family, clarifying that they require R2 zoning, which allows for a duplex, a triplex, or a fourplex.

Ms. Thompson stated that she understood the concept of wanting to maintain single-family neighborhoods, but she did not see the area undergoing significant revitalization yet. She noted that while people in certain parts of the county are revitalizing older homes in sporadic locations, it is not happening extensively in this area. She added that there is a hodgepodge of multifamily developments scattered throughout, and she questioned what would happen if one of those existing multifamily structures burned to the ground.

Mr. Cervantes clarified that any such property would have to be replaced with a single-family home. He explained that there are currently existing structures that do not comply with the current ordinance, adding that if any of the properties highlighted in yellow were to burn to the ground, only a single-family residence would be permitted in order to comply with the new regulations.

Ms. Thompson noted that the property owners could feasibly apply for rezoning back to whatever classification the property held previously.

Mr. Cervantes confirmed that property owners would be able to apply for that rezoning.

Ms. Thompson inquired about the specific damage threshold, asking if a standard existed, such as 40% damage, to determine what regulations would apply.

The staff answered that the damage threshold is 50%.

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

Started: 5:51 p.m.

Ended: 5:51 p.m.

Item #5

Conditional Use Permit:

**An Event Center – Charmed Event Venue
Being Lot 19, Sparks & Townsend Plaza,
Located at 2704 E. Griffin Parkway, Suite A1
(C-3)
Kathryn Resendez**

Mr. Cervantes stated the subject site is located along the South side of E. Griffin Parkway (F.M. 495) approximately 450 feet West of Taylor Road. 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 leasing a suite for an Event Center that will be named “Charmed Event Venue”. Proposed activities: The venue features several types of events and private gatherings. The

proposed hours of operation are as follows: Every day from 11:00 a.m. to 8:00 p.m. Staff will be 2 employees. Parking: There are a total of 103 parking spaces held in common for the plaza. The Planning Staff has not received any objections to the request from the surrounding property owners. Staff mailed out (62) 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 recommends approval of the request subject to compliance with the following conditions: 1) approval for one (1) year; 2) Must comply with all City Codes (Building, Fire, Health, etc.); 3) Hours of operation are Every day from 11:00 a.m. to 8:00 p.m.; 4) Must comply with the noise ordinance; 5) Acquisition of a business license prior to occupancy; 6) CUP not be transferable to others; and 7) Maximum occupancy is 25 people.

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

There was none.

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

Chairwoman Izaguirre asked if the board had any questions.

There was none.

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

Started: 5:51 p.m.

Ended: 5:54 p.m.

Item #6

Conditional Use Permit:

**The Sale & On-Site Consumption of Alcoholic Beverages
– El Chin Chin to Go within an approved Food Truck Park
Being Lot 1, Block, Santa Lucia Development Subdivision,
located at 2509 Colorado Street, Suite 102.**

(C-3)

Delegar, LLC

c/o Jose Sarmiento

Mr. Cervantes stated the subject site is located at the Northwest corner of Colorado and Taylor Road along the North side of Colorado Street. Pursuant to Section 1.56 (11)(G) of the City of Mission Code of Ordinances, the Sale and onsite consumption of Alcoholic Beverages requires the approval of a conditional use permit by the City Council. The applicant is leasing a container in an approved Mobile Food Truck Park to offer shrimp cocktails, ceviche, aguachiles, and micheladas. He would like to offer alcohol with his meals. Access to the site will be off of Colorado or S. Taylor Road through existing 24' driveways. The proposed hours of operation are as follows: Friday, Saturday and Sunday from 11:00 a.m. to 6:00 p.m. Staff: 4 employees. Parking: The Mobile Food Park measures 134' x 72' for a total of 9,648 sq.ft. Based on the square footage, they are required to have 27 parking spaces. The landlord has a total of 67 parking spaces available in this area and has submitted a

written agreement to use the parking spaces from the commercial plaza if needed. Sale of Alcohol: Section 1.56(3)(a) of the Zoning Code requires a minimum separation of 300' from the property line of any church, school, publicly owned property, or residence. There is a residential subdivision within 300 feet; however, P&Z and City Council have waived this separation requirement in previous conditional use permits. The Planning staff has not received any objections to the request from the surrounding property owners. Staff mailed out (17) 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 recommends approval with the conditions below: 1) Approval for a 1-year permit to continue to assess this new operation; 2) Waiver of the 300' separation requirement from residential homes; 3) Must comply with all City Codes (Building, Fire, Health, etc.); 4) Hours of Operation are every day from 11:00 a.m. to 11:00 p.m.; 5) Must comply with the noise ordinance; 6) Acquisition of a business license before occupancy; 7) CUP is not transferable to others; and 8) Alcoholic beverages shall not leave the premises at any time.

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

Mr. Jose de Leon, owner of La Ganadera, expressed interest in opening a separate location in Mission. He inquired if the site would be a suitable spot to open a second location of Chin Chin, noting that the establishment would serve ceviche's, cold seafood, enchiladas, and beer.

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

Ms. Thompson asked what had occupied the site previously and inquired if it had been a food truck location before.

Mr. Cervantes stated that it had not been a food truck location, clarifying that only the container was present and that it would remain the same, with containers situated in the middle.

Chairwoman Izaguirre stated that the board had received information indicating the site would feature multiple distinct mobile food units offering a variety of food options.

Staff stated that the project had been approved for different food trucks.

Mr. Sanchez asked for confirmation that the property is sealed in accordance with (TABC) guidelines.

Mr. Cervantes confirmed that they must comply, adding that staff had met with the applicant to review the requirement and that the property is properly sealed.

Mr. Sanchez asked that this compliance was in accordance with (TABC) guidelines.

Mr. Cervantes confirmed.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Ms. Thompson moved to approve the conditional use permit request. Mr. Villareal seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:54 p.m.

Ended: 6:02 p.m.

Item #7

Conditional Use Permit:

**The Sale & On-site Consumption of Alcoholic Beverages and
BYOB for an Event Center – Monster Warehouse,
Being all of Lots 7, 8, & 9, Block 184, Original Townsite of
Mission Subdivision
Located at 401 W. 11th Street.
(C-4)
Rafael Mendez dba Monster Warehouse, LLC**

Mr. Cervantes stated the subject site is located along the North side of W. 11th Street approximately 170 feet East of Kika De La Garza Street. Pursuant to Section 1.43 (3)(F) of the City of Mission Code of Ordinances, an Events Center requires the approval of a conditional use permit by the City Council. The applicant proposes to apply for a conditional use permit for the Event Center and to be allowed the selling and consumption of alcoholic beverages and to be allowed BYOB events. The hours of operation are as follows: Every day from 12:00 p.m. to 1:00 am. Staff: 5 employees. Parking: The applicant is providing 25 parking spaces within the event center property and is proposing 22 additional parking spaces in a property across the street. Even though the total parking of 47 would allow a maximum occupancy of 141 people, the applicant is proposing a maximum occupancy of 120 based on the requirements of the licensed security officer ordinance. The Planning Staff has not received any objections to the request from the surrounding property owners. Staff mailed out (20) legal notices to the surrounding property owners. 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 recommends approval of the request subject to compliance with the following conditions: 1) Approval for one (1) year to continue to assess this operation; 2) Hours of operation are every day from 12:00 p.m. to 1:00 a.m.; 3) Maximum occupancy is 120 people; 4) Must comply with the noise ordinance; 5) CUP is not transferable to others; 6) Must have security cameras inside and outside with a minimum 30-day retention; 7) Must comply with all City Codes (Building, Fire, Health, Sign, etc.); 8) Must comply with TABC requirements; 9) Must obtain a business license; 10) Must have a minimum of two (2) Level II licensed security officers from 8:00 p.m. to 1:00 a.m. for all events, or as required in Section 1.56, Subsection 3 of the Code of Ordinances; 11) BYOB establishments must not exceed three (3) calls for emergency categorized as major disturbance within any 90-day period; 12) Must place "No alcohol beyond this point" signs at every exit and in the parking lot; and 13) The applicant, or a representative of the applicant, must be present for all events.

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

Mr. Rafael Mendez stated that he runs the establishment, which caters to a clientele aged 45 and older, fulfilling a prominent community need. He noted that the venue will feature comedians and local musical acts performing genres ranging from Tejano and country to Latin rock. Mr. Mendez described the property as an exceptional venue unique to the Rio Grande Valley, adding that it serves as an asset to both the Valley and the City of Mission. He further explained that the site had been an abandoned, excavated location since 2019, but has now been revitalized, drawing positive feedback from the surrounding neighborhood. He concluded by stating that there is widespread community support and demand, and businesses are ready to coordinate operations with them once open.

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

Chairwoman Izaguirre asked if the board had any questions.

Mr. Sanchez asked how the dual-track system works regarding the sale of alcohol alongside a (BYOB) policy. He further inquired whether this arrangement is strictly regulated by the (TABC) and how it involves alcohol compliance.

Mr. Cervantes explained that they are obtaining a TABC license, but noted that a renter might occasionally want a BYOB setup. He clarified that the arrangement depends on the specific situation, as the operators themselves want to sell beer and wine for some events, while other occasions would vary based on the preferences of the person renting the venue.

Mr. Mendez clarified that the venue will operate as both, explaining that some businesses will open up for live music events.

Mr. Sanchez asked for clarification on whether the venue would host events and sell its own alcohol during those specific functions.

Mr. Mendez confirmed that the venue would host events and sell its own alcohol during those functions.

Mr. Sanchez asked for clarification on whether a renter would have the option to either purchase alcohol from the venue or bring their own beer and wine.

Mr. Mendez confirmed that renters would have that option, noting that all arrangements must strictly follow the guidelines established by the (TABC).

Mr. Alaniz noted that the venue currently does not possess a TABC license.

Mr. Mendez explained that they do not currently have the license because they are waiting for the city to approve the TABC application.

Staff stated that they are obtaining a TABC license and BYOB.

Mr. Alaniz asked for confirmation that they are obtaining a beer and wine license.

Ms. Thompson raised questions about the parking availability, to which Mr. Cervantes confirmed that additional parking would be located across the street.

Ms. Thompson noted that the venue capacity is 120 people and asked for the city's required parking minimum for that capacity.

Mr. Cervantes began explaining that they would have 25 spaces.

Mr. Mendez clarified that they currently have 25 parking spaces and plan to add 22 more.

Mr. Cervantes explained that based on a ratio of three people per parking space.

Mr. Sanchez calculated that the requirement would be 40 spaces, meeting the city's minimum.

Ms. Thompson asked if Mr. Mendez owns the property intended for the additional parking.

Mr. Mendez confirmed that it is his business partner.

Ms. Thompson then inquired about the ownership of the warehouse across from the venue.

Mr. Mendez identified the owner as J Valdez Property Holdings LLC.

Ms. Thompson asked where the occupants of that warehouse currently park.

Mr. Mendez replied that the building is vacant.

Ms. Thompson asked for clarification on its vacancy, which Chairwoman Izaguirre confirmed, pointing out the specific concrete warehouse on the visual layout.

Ms. Thompson asked if there is a gym operating inside that building.

Mr. Mendez clarified that the gym is actually located two buildings to the right, in the far-right structure. He explained their parking setup, noting that they utilize a parking lot marked by an arrow on the layout where basketball and volleyball trainees park.

Ms. Thompson questioned if those gym attendees are currently parking on Mr. Mendez's site.

Mr. Mendez clarified that they park in their own designated spaces, specifically pointing out an area where three cars were visible on the top right of the layout.

Chairwoman Izaguirre concluded that they should grant one approval for the "Monster" event, noting that the venue will have sufficient parking, which Mr. Mendez confirmed.

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

Started: 6:02 p.m.

Ended: 6:03 p.m.

Item #8

Conditional Use Permit:

**A Coffee Shop – Gray Avenue Coffee,
Being Lot 1, Bannworth Business Center Subdivision
Located at 1821 N. Shary Road, Suite 8
(C-2)
Grecia Ramirez**

Mr. Cervantes stated the subject site is located along the West side of Shary Road between Village Drive and Mulberry Street. Per the Code of Ordinance, a Restaurant in a C-2 zone requires the approval of a Conditional Use Permit. The applicant is leasing a 1,180 sq. ft. suite and is proposing to open a Coffee Shop. The Coffee Shop will offer both sit-down and to-go services. Access to the site is via a 30' access driveway off of Shary Road. The hours of operation are as follows: Monday – Wednesday, 6:30 a.m. to 6:00 p.m.; Thursday, closed; Friday, 6:30 a.m. – 6:00 p.m.; Saturday,

8:00 a.m. to 7:00 p.m.; Sunday, 8:00 a.m. – 3:00 p.m. Staff: 2 employees per shift. Parking: There are a total of 51 seating spaces proposed, which require 17 parking spaces (51 seating spaces/3 = 17 parking spaces). It is noted that the parking area is held in common; there are 48 existing parking spaces shared with other businesses, thus meeting code. The Planning Staff has not received any objections to the request from the surrounding property owners. Staff mailed out (20) legal notices to the surrounding property owners. 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 recommends approval of the request subject to compliance with the following conditions: 1) 1 year re-evaluation to continue to assess this new operation; 2) Must comply with all City Codes (Building, Fire, Health, etc.); 3) Acquire a business license prior to occupancy; 4) CUP is not transferable to others; and 5) Hours of operation: Monday – Wednesday, 6:30 a.m. to 6:00 p.m.; Thursday, closed; Friday, 6:30 a.m. – 6:00 p.m.; Saturday, 8:00 a.m. to 7:00 p.m.; Sunday, 8:00 a.m. – 3:00 p.m.

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

Ms. Grecia Ramirez is the applicant who wants to open a coffee shop located directly in front of a park to attract a large volume of people. As a runner with personal experience in running clubs, she envisions creating a community-focused third space. Her background includes nine years of working with coffee, a field she loves deeply. She aims to provide a welcoming environment where individuals can work, relax, study, and connect.

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

Chairwoman Izaguirre asked if the board had any questions.

There was none.

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

Started: 6:03 p.m.

Ended: 6:04 p.m.

Item #9

Conditional Use Permit:

**A Commercial Warehouse - Central Kitchen
Being the West 60 feet of the West 250 feet of
the South ½, Block 6, Citriana Heights Subdivision,
located at 221 Del Mar Street
(C-3)
Crown Point Construction**

Mr. Cervantes stated the subject site is located at 221 Del Mar Street. Per the Code of Ordinance, a Commercial Warehouse in a C-3 zone requires the approval of a Conditional Use Permit. The applicant is proposing to build a Commercial Warehouse for Local Distribution for the La Ganadera Meat Market. This project will be a 1-story building measuring a total of 4,000 square feet. There will be 9 parking stalls (2 designated as handicapped) allocated to this development. Landscaping is to

comply with the City's regulations and code ordinances, and a lighting plan has been reviewed so that nearby residential properties will not be affected. The hours of operation are as follows: Monday through Friday from 8:00 a.m. to 5:00 p.m. Staff: 4 employees. The Planning Staff has not received any objections to the request from the surrounding property owners. Staff mailed out (15) legal notices to the surrounding property owners. In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval as are needed to ensure that a use requested by a conditional use permit is compatible and complementary to adjacent properties. Staff Recommendation: 1) Life of use permit with the understanding the permit can be revoked for non-compliance; 2) Must comply with all City Codes (Building, Fire, Health, etc.); 3) Acquire a business license before occupancy; 4) CUP is not transferable to others; 5) Hours of operation: Monday through Friday from 8:00 a.m. to 5:00 p.m.; and 6) Must comply with the noise ordinance.

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

There was none.

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

Chairwoman Izaguirre asked if the board had any questions.

There was none.

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

Started: 6:04 p.m.

Ended: 6:04 p.m.

Item #10

Conditional Use Permit:

**To allow a Convenience Store and
Fuel Station – 7 Eleven
Being Lot 1, Yucca Crossing Subdivision (U/R)
located at the Southwest corner of N. Conway
Avenue and Mile 2 Road
C-3
Conway Mission Retail Partners, LTD,
Conway Mission Retail GP, LLC,
c/o Jamie Hora, P.E. - Bowman Engineering**

Mr. Ramirez stated the site is located at the Southwest corner of N. Conway Avenue and Mile 2 Road. Pursuant to Section 1.43(3)(B) of the City of Mission Code of Ordinances, a Gasoline service station or retail outlets where gasoline products are sold require the approval of a conditional use permit by the City Council. The applicant is proposing to construct a 4,746 square foot building for a convenience store where the sale of gasoline will be made available. As shown in the site plan, two (2) 20' driveways are proposed; one along Conway Avenue and one along Mile 2 Road. It is noted that all setbacks are being met. The proposed hours of operation are as follows: 24 hours a day, seven days a week. Staff: 10 employees. Parking: Based on the size of the building, there are 19

parking spaces required by code. The applicant is proposing to have 2 designated handicap parking spaces and 43 regular parking spaces, for a total of 45 parking spaces, thereby exceeding code by 26. The applicant will be complying with the landscaping requirements. 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) Life of use with the understanding that the permit can be revoked due to non-compliance; 2) Must comply with all City Codes (Building, Fire, Health, Landscaping, Signs, etc.); 3) Hours of Operation are 24 hours a day seven days a week; 4) Acquisition of a business license before occupancy; 5) CUP is not transferable to others; and 6) Wet zone property.

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

There was none.

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

Chairwoman Izaguirre asked if the board had any questions.

Mr. Alaniz asked about the construction start date following potential approval.

Mr. Cervantes indicated that the construction timeline is moving quickly. He noted that the project was scheduled to go before the City Council on August 25th, with a projected start in September. He added that the company has already purchased the property and completed the initial land clearing.

Mr. Alaniz stated that the area is currently very congested due to extensive construction on both sides of the road.

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

Started: 6:04 p.m.

Ended: 6:06 p.m.

Item #11

Conditional Use Permit:

**To allow a portable building for office use
AM PM Roadside & Recovery LLC
Being Lot 4, Henry Saenz Subdivision
located at 1519 E. Expressway 83
C-4
AM PM Roadside & Recovery LLC**

Mr. Ramirez stated the site is located at the Southwest corner of N. Conway Avenue and Mile 2 Road. Pursuant to Section 1.43(3)(B) of the City of Mission Code of Ordinances, a Gasoline service station or retail outlets where gasoline products are sold require the approval of a conditional use

permit by the City Council. The applicant is proposing to construct a 4,746 square foot building for a convenience store where the sale of gasoline will be made available. As shown in the site plan, two (2) 20' driveways are proposed; one along Conway Avenue and one along Mile 2 Road. It is noted that all setbacks are being met. The proposed hours of operation are as follows: 24 hours a day, seven days a week. Staff: 10 employees. Parking: Based on the size of the building, there are 19 parking spaces required by code. The applicant is proposing to have 2 designated handicap parking spaces and 43 regular parking spaces, for a total of 45 parking spaces, thereby exceeding code by 26. The applicant will be complying with the landscaping requirements. 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) Life of use with the understanding that the permit can be revoked due to non-compliance; 2) Must comply with all City Codes (Building, Fire, Health, Landscaping, Signs, etc.); 3) Hours of Operation are 24 hours a day seven days a week; 4) Acquisition of a business license before occupancy; 5) CUP is not transferable to others; and 6) Wet zone property.

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

Mr. Keith Mora introduced himself as the renter, not the owner, of the business currently occupying the property. He stated that his team has been pushing hard and making progress toward securing a permanent structure, though they face challenges communicating with the owner through an intermediary, Anna's Sign. He emphasized that his ultimate goal during his six-year tenure has been to establish a permanent structure. He noted that his company has been in business for ten years with a clean record and rarely requires police assistance. He expressed a strong desire to remain in the City of Mission, mentioning that his entire extended family lives there and loves the city, particularly due to its accessible location off the expressway. Mr. Mora affirmed that he is not opposed to any recommendations or requirements from Mr. Cervantes and his department, and is willing to pay out of pocket to meet them. He explained that previous difficulties in building a permanent structure stemmed from the fact that he cannot build on property he does not own without risking removal by the landlord. While he continues to work toward a permanent structure, he is prepared to cover the costs to bring the current temporary structure up to city requirements, provided the modifications fall within his legal reach as a tenant.

Chairwoman Izaguirre entertained a motion to close the public hearing. Ms. Garza 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.

Mr. Cervantes confirmed that the city has an ordinance in development to eliminate portable buildings as a conditional use within C2, C3, and C4 commercial zones. He noted that the City Council no longer wishes to process conditional use permits for these types of structures. Under the new rules, existing portable buildings will be phased out through removal or by constructing a concrete skirt around the base of the building. Any newly proposed portable buildings will also be required to include this concrete skirt to be permitted.

Chairwoman Izaguirre asked for clarification regarding the meaning of a concrete skirt.

Mr. Cervantes explained that the concrete structure is meant to enclose the base of the building. He pointed out the white section of the building as an example, noting that it could be built with a concrete finish all the way around.

Chairwoman Izaguirre asked if that modification was supposed to make the structure permanent.

Mr. Cervantes stated that the determination is ultimately decided by the City Council.

Ms. Thompson questioned the rationale behind granting a two-year timeframe to complete that requirement.

Mr. Cervantes explained that the two-year timeframe matches the duration of the permit. He added that they have the option to complete the requirement immediately or wait for two years.

Chairwoman Izaguirre inquired about the total number of similar structures currently in the city. She expressed a belief that it is consistently the same few applicants returning for approvals.

Ms. Thompson asked if that specific applicant or business had been before the Council previously.

Mr. Cervantes confirmed that they had been there before, but explained that the permit expired, which is why it had not been coming back recently.

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

Started: 6:06 p.m.

Ended: 6:13 p.m.

Item #12

**Conditional Use Permit
Renewal:**

**To allow a Mobile Food Unit – Martha's Burgers & More
Being the West ½ of Lots 7 & 8, Block 176
Mission Original Townsite Subdivision
located at 307 W. Tom Landry Street
C-4
Martha Avitia**

Mr. Cervantes stated the site is located 75 feet West of N. Perkins Avenue along the North side of W. Tom Landry Street. Pursuant to Section 1.56 (11)(H) of the City of Mission Code of Ordinances, a Mobile Food Unit requires the approval of a conditional use permit by the City Council. This business has been in operation since September 24, 2025. The last Conditional Use Permit was approved by the City Council on August 20, 2025, for a period of one year. The hours of operation are as follows: Monday through Thursday from 11:00 a.m. to 10:00 p.m.; Saturday from 5:00 pm to 12:00 a.m.; and Sunday from 5:00 pm to 10:00 pm. Staff: 3 employees. Parking: The site has 9 parking stalls and 5 additional parking stalls with written approval behind the West Side Liquor Store to use their parking lot in case of any overflow. Staff notes that this property is located within the Mission Central Business District, thus exempt from parking requirements. The Planning Staff has not received any objections to the request from the surrounding property owners. Staff mailed out (19) legal notices to the surrounding property owners. In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval as are needed to ensure

that a use requested by a conditional use permit is compatible and complementary to adjacent properties. Staff Recommendation: 1) Approval for a 2-year term to continue to assess this mobile food unit; 2) Continue to comply with all City Codes (Building, Fire, Health, etc.); 3) Hours of operation are: Monday through Thursday from 11:00 a.m. to 10:00 p.m.; Saturday from 5:00 p.m. to 12:00 a.m.; and Sundays from 5:00 p.m. to 10:00 p.m.; 4) Continue to comply with the noise ordinance; and 5) CUP is not transferable to others.

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

There was none.

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

Chairwoman Izaguirre asked if the board had any questions.

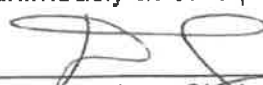
There was none.

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

ITEM#13

ADJOURNMENT

There being no discussion, Chairwoman Izaguirre entertained a motion. Ms. Thompson moved to adjourn the meeting. Mr. Sanchez seconded the motion. Upon a vote, the motion to adjourn passed unanimously at 6:13 p.m.



Diana Izaguirre, Chairwoman
Planning and Zoning Commission



CITY OF
MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 13, 2026
PRESENTED BY: Joe Enriquez, Utility Billing & Collections Manager
AGENDA ITEM: Discussion and possible action on the sole-source purchase of Sensus Digital AMI Water Meters from Aqua Metric Sales Company for FY 2026–2027 – Enriquez

NATURE OF REQUEST:

Requesting City Council authorization to purchase Sensus Digital AMI water meters from Aqua Metric Sales Company on an as-needed basis for FY 2026–2027. The meters are required for new residential and commercial water services and must remain compatible with the City's existing Sensus AMI system.

Sensus USA, Inc. has confirmed that Aqua Metric Sales Company is the exclusive authorized distributor of Sensus products in Texas and Louisiana. Therefore, the required Sensus products are available through Aqua Metric as a sole-source procurement pursuant to Texas Local Government Code § 252.022(a)(7), which provides an exemption for items available from only one source. Purchases will be made within the approved FY 2026–2027 budget. Because anticipated purchases are expected to exceed the City's \$25,000 purchasing threshold, City Council approval is required.

BUDGETED: Yes (FY 26-27) **FUND:** Utility – Meter Readers **ACCT. #:** 02-418-64350

BUDGET: \$450,000.00 **EST. COST:** \$450,000.00 **CURRENT BUDGET BALANCE:** \$450,000.00

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 _____

**Aqua-Metric Sales Company**

Kelsey VanCleave

16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154

Phone: (210) 967-6300 | Fax: (210) 967-6305

Sales Quote Item 19.

September 24, 2026

Quote for: City of Mission
Attention: Jose Zavala
Address: 1201 E. 8th Street
City, State, ZIP: Mission, Texas 78572
Phone: 956-580-8728
Email: izavala@missiontexas.us

Quantity	Description	Unit Price
	3/4" S IPERL METER TRPL	\$139.97
	1" IPERL METER TRPL	\$216.56
	3/4" S IPERL METER TRPL - METAL	\$193.77
	1" IPERL METER TRPL - METAL	\$289.11
	1.5" OMNI R2 METER TRPL	\$634.67
	2" OMNI T2 METER TRPL	\$1,315.88
	3" OMNI T2 METER TRPL	\$1,612.89
	4" OMNI T2 METER TRPL	\$3,036.43
	6" OMNI T2 METER TRPL	\$5,379.07
	2" OMNI C2 METER TRPL	\$1,824.37
	3" OMNI C2 METER TRPL	\$2,281.72
	4" OMNI C2 METER TRPL	\$3,882.43
	6" OMNI C2 METER TRPL	\$6,626.47
	8" OMNI C2 METER TRPL	\$11,690.07
	1.5" CORDONEL METER TRPL	\$1,890.61
	2" CORDONEL METER TRPL	\$2,006.73
	3" CORDONEL METER TRPL	\$2,771.43
	4" CORDONEL METER TRPL	\$4,360.17
	6" CORDONEL METER TRPL	\$6,560.77
	MXU 520M SINGLE PORT	\$137.33

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sales available at www.aqua-metric.com
2. Quote is valid for thirty days.
3. If modifications in materials, labor or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single Sensus orders exceeding \$80,000.00.
5. Net Thirty Days to Pay.
6. Returned product may be subject to a 25% restocking fee
7. Sales Tax and/or Freight charges are approximated and may vary on final invoice.
8. TAXES AND FEES. All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the "Taxes and Fees") related to the procurement, installation, and delivery of



September 24, 2026

Aqua-Metric Sales Company

Kelsey VanCleave

16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154

Phone: (210) 967-6300 | Fax: (210) 967-6305

Quote for: City of Mission

Attention: Jose Zavala

Address: 1201 E. 8th Street

City, State, ZIP: Mission, Texas 78572

Phone: 956-580-8728

Email: jzavala@missiontexas.us

Quantity	Description	Unit Price
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materials and equipment. Customer shall be liable for all applicable Taxes and Fees imposed upon the Goods purchased. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees may result in adjustments to the final invoice accordingly.

Thirkettle Corporation General Terms of Sale

1. DEFINITIONS.

- 1.1. "Customer" means the party purchasing goods or services pursuant to these Terms of Sale ("Terms").
- 1.2. "Company" means Thirkettle Corporation, including without limitation wholly owned subsidiaries Aqua-Metric Sales Company™ and Utiliuse™, who is the authorized reseller of certain Goods provided to Customer.
- 1.3. "Goods" broadly means the collective Products and/or Services sold or otherwise provided by the Company.
- 1.4. "Product" means any tangible material, object, or software offered for sale by the Company.
- 1.5. "Service" means a business act or task as performed by an individual at a predetermined billable rate.
- 1.6. "Supplier" refers to a third-party business entity who manufacturers or supplies various Goods furnished by the Company.

2. **CONTRACT OF SALE.** All Goods offered for sale are subject to the prices and terms specified in (i) the Terms outlined herein, (ii) an applicable Company quotation, bid, or proposal (collectively, the "Proposal"), and/or (iii) separate agreement duly executed by and between the Company and Customer; all of which are subject to change. A Customer's purchase order or similar writing shall constitute an acceptance of the offer to sell (the "Agreement"); however, any inconsistent, additional or different terms to the Proposal contained in a Customer's request for quotation or purchase order (collectively, "Additional Terms") are hereby objected to and rejected by the Company. Such Additional Terms will not become part of the Agreement unless accepted by the Company in a writing. Notwithstanding anything to the contrary herein, these Terms may be incorporated by reference or otherwise modified, in whole or in part, into a mutually acceptable agreement duly executed between the Company and the Customer.

3. **PROPOSALS.** Proposals are inclusive of only the Goods detailed within a formal Company quotation form. Proposals will remain valid for a period of thirty (30) days unless otherwise noted. All pricing is subject to change based on the manufacturer's suggested retail price. The Company reserves the right to apply a price adjustment to all quotes or orders received and not delivered to the Customer as a result of economic price increase or decrease in cost of raw materials, labor, or transport at the time imposed by the Company's Suppliers. Any supplemental or incidental Goods required but not included will be subject to additional costs to the Customer. THE COMPANY MAKES NO GUARANTEE, EITHER EXPRESSED OR IMPLIED, THAT PROPOSAL PRICING IS ALL INCLUSIVE.

4. **ANNUAL SERVICES.** Annual Services are the recurring fees for software or Services required to operate, maintain, or support Customer's product and/or software; including but not limited to annual support fees, Software-as-a-Service (or "SaaS") licensing fees, server or data hosting and licensing fees, or any fee requiring a fee for service. Unless otherwise agreed upon in writing between the Company and Customer, annual subscription services will automatically renew annually and will be subject to an automatic annual escalation to the antecedent annual fee imposed by the Supplier.

5. **TAXES AND FEES.** All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the "Taxes and Fees") related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all Taxes and Fees imposed upon the Goods purchased under this Agreement. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees during this Agreement may result in adjustments to the final invoice accordingly.

6. **PAYMENT TERMS.** Customer shall pay all undisputed invoices in US Dollars within thirty (30) days of the invoice date. The Company reserves the right to establish credit limits for Customer and may require full or partial payment prior to provisioning of any Goods. All payments shall be made via credit card (VISA or MasterCard), check or electronic ACH payment. In the event of dispute, Customer must notify the Company, in

writing, within seven (7) days of receipt of an invoice. Notwithstanding, if Customer fails to pay any non-disputed invoice within 30 days of the invoice date, the Company may, in its sole discretion, 1) assess late fees in the amount of one (1) percent per calendar day past due or the highest rate permitted by law, 2) place Customer on "credit hold" and withhold or suspend, in whole or in part, current or future orders or business Services, including without limitation the Annual Services; until Customer has paid all delinquent amounts plus any applicable late fees to the Company. Further, the Company may, in its sole discretion, transfer delinquent invoices to a third-party collections agency. In such event, Customer will be responsible for all fees assessed, including reasonable attorney fees, to collect Customer debts.

7. **PRODUCT LEAD TIMES.** All purchase orders will be prioritized and fulfilled in the order received. Stock orders will be fulfilled in the most expeditious means available. Non-stock or special order Goods delivery times will be subject to availability and Supplier lead times.

8. **PACKAGING.** The Company reserves the right to select the manner in which Products are packaged. Quoted prices include standard packaging. Special requirements for packaging will be subject to additional charges.

9. **SHIPPING AND HANDLING.** All Products will be shipped Freight on Board (FOB) Destination Freight Prepaid and Added. The Company will ship all Products using the most economical ground transportation service. Expedited shipments, such as "next day" or "second day", will be at the Customers expense unless otherwise agreed upon by the Company. All applicable shipping and handling charges will be included on the Company's invoice to the Customer. The Company does not guarantee and therefore will not be liable for any delays in shipment.

10. **FREIGHT.** Oversized Product(s) or bulk orders will be shipped on standard Less-Than-Truckload ("LTL") freight carriers when applicable. The Customer is required to provide the necessary equipment required (i.e. loading dock, fork lift, pallet jack, etc.) to unload the shipment upon arrival. If the Customer does not have access to equipment necessary to unload the Product(s), Customer must inform the Company in advance and prior to shipment. Customer will be responsible for any additional cost(s) or fee(s) incurred for special handling requirements.

11. **FREIGHT ALLOWANCE.** Single Sensus product orders exceeding \$80,000 will be shipped FOB Freight Allowed unless otherwise specified and agreed upon in writing. Freight allowance is only applicable to single orders shipped complete. Partial shipments must be specified in writing at the time of order placement. The Company reserves the right to refuse freight allowance and/or bill partial freight costs on final invoice.

12. **TITLE.** Title of Product(s) shall transfer to customer on the date of delivery to Customer's premises.

13. **LOSS OR DAMAGE CLAIMS.** The Customer is responsible for reporting lost or damaged Products as a result of improper packaging and/or handling to the Company within fifteen (15) business days. Claims may become void if made more than fifteen (15) business days after the product shipment date. Damaged Product(s) will be returned to the point of origin for inspection. The Company reserves the right to repair or replace product(s) damaged in shipment.

14. **CHANGES OR CANCELLATIONS.** Orders submitted to the Company must be canceled or changed by Customer in writing prior to the shipment of Product(s). The Company reserves the right to invoice shipping charges for orders cancelled after deliverables shipped.

15. **RETURNS.** No Product(s) may be returned for refund without the prior written authorization of the Company. The Company reserves the right to refund the cost of deliverables less a restocking fee and/or shipping and handling charges upon receipt of return product. Refunds will be processed and issued within thirty (30) days from the receipt of the returned product(s). Authorized returns must be received by the Company within six (6) months of the delivery date to the Customer, in "like-new" condition to the Company's designated receiving point, must be shipped in original or suitable packaging, must be accompanied by a packing slip, including the Company's return authorization number, and must have transportation charges prepaid. All returned product(s) will be inspected upon delivery for any indication of use or damage. Customer will be responsible for returning the product(s) to the Company's designated distribution warehouse and any cost(s) incurred to repack and/or shipping carrier fees. Customer will be responsible

Thirkettle Corporation General Terms of Sale

for any damages incurred during shipment. The Company reserves the right to refuse Product(s) which have been installed, used, or otherwise returned in any condition other than new. The Company reserves the right to deduct an adequate service charge to cover all inspection, testing and handling from any return.

16. **RESTOCKING FEE.** Return Product(s) are subject to a twenty-five percent (25%) restocking fee. Special order Product(s), including but not limited to: meter reading equipment, infrastructure, or any Product(s) requiring a unique configuration, are subject to fifty percent (50%) restocking fee. Due to the custom configuration of electric meters, all electric meter sales are final.
17. **OBSOLESCENCE.** The Company shall not be held liable for planned or unplanned obsolescence of product(s), parts, or software discontinued by any Supplier.
18. **PRODUCT WARRANTIES.**

18.1. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED BY THE COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; HOWEVER, ANY SUPPLIER WARRANTIES RECEIVED BY THE COMPANY FROM ITS SUPPLIERS SHALL BE PASSED ONTO CUSTOMER.

18.2. The Company warrants that the Services provided by the Company will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the Goods will substantially conform to the Goods specified in the applicable Proposal.

18.3. The Company further warrants that the Product(s) furnished shall be provided to the best of the Company's reasonable ability and in accordance with the information and data provided by Customer in the preparation of the Proposal. The Company makes no representation, warranty, or covenants that the Product(s) furnished will be fully identical or compatible with the make, model, or type required by Customer's specifications.

18.4. **Standard Supplier's Warranty.** Where available, standard Supplier warranties shall apply to all software, service(s), and product(s) furnished by the Company's third-party Suppliers. Nothing in these Terms shall be construed to amend, extend, enhance, or limit the supplier warranties offered unless such change has been expressly offered by the Supplier in writing and duly accepted by the parties under separate agreement.

18.5. **Meter Services Warranty.** This Meter Services Limited Warranty covers the Meter Services (defined below) furnished under Agreement and in accordance with the terms and conditions as follows:

A. Definitions.

- I. "Meter Services" means the installation or exchange of certain residential, commercial, or industrial water, electric, or gas utility meter(s) as provided by the Company or its subcontractor and pursuant to the services performed under agreement.
- II. "Service Account" means Customer's physical property to which Customer provides a Utility Service.
- III. "Utility Service" means the water, electric, and/or gas service offered and provided by Customer as applicable.
- IV. "Worksite" means the actual area of work at the Service Account where the utility meter is located.

B. General Conditions.

- I. The Company warrants that the Meter Services will be performed in a professional and workmanlike manner, exercising discretion in determining the appropriate degree of care, skill, and competence, and aligning with industry standards and codes to the extent reasonably practicable for similar type work.

- II. The warranty is valid for a period of thirty (30) calendar days from the date the Meter Services were performed (the "Warranty Period").
- III. The warranty is limited to the actual work performed by the Company or its subcontractors and does not include work performed by third parties not hired by the Company.
- IV. The Company reserves the right, at its sole discretion, to inspect the Worksite and determine the appropriate course of action to address any warranty defect. If a claim for damage or defect is determined not to be covered by the warranty, the Company may invoice the Customer for any and all costs incurred in inspecting the Worksite. The Company's liability to the Customer under this warranty is strictly limited to, at the Company's option, the repair or correction of the defective Meter Services, and the Company shall not be liable for any other damages or costs.
- V. This warranty is limited to the labor provided to perform the Meter Services and does not include labor to replace manufacturer defects unless such defect was actually caused by the Company's or its subcontractor's negligence.

C. Water Utility Service.

- I. The warranty is limited to the actual area of work: 1) within the meter box (exterior meter sets); or 2) end-to-end between the meter couplings (interior meter sets).
- II. Customer acknowledges and agrees the Company may be unable to reasonably identify the presence or threat of potential or pre-existing damages or defects to the Customer's or property owner's service line. The Company does not warrant against damage or defect(s), whether or not such damage or defect was known, of the materials currently installed at the Service Account; including but not limited to the utility meter, service line piping, meter couplings, fittings, galvanized lines or fittings, curb stops, shut off valves, meter risers, meter setters, meter boxes or meter box lids, adjacent utilities lines in or around the utility meter, or other similar materials installed by others which have or may fail during the Meter Services due to age, normal wear and tear, deterioration, defect, deflection caused by ground shift, service line spring, high pressure or repressurizing of the water service, non-compliance with current industry regulations or codes, negligence, tampering, or lack of proper or routine maintenance.
- III. Customer acknowledges and agrees that the temporary disconnection of the water Utility Service to conduct the Meter Services, and any subsequent restoration or pressurization of the water service, may introduce dirt or loosen service line debris (including but not limited to hard water, scale, sediment, etc.) into the service line. Such occurrences shall not constitute a material breach of this Agreement or negligence on the part of the Company. The Company shall not be liable for any damage or defects to household fixtures, including but not limited to water heaters, water softening or filtration systems, Sloan valves, appliances, water pressure, electronics, or any other related appurtenances that rely on the water Utility Service provided by Customer. Customer further agrees to indemnify, defend, and hold harmless the Company from any claims, liabilities, or damages arising from such occurrences.

D. Electric Utility Service.

- I. The warranty is limited to the actual area of work contained within the electrical meter box.

- II. The Company does not warrant against damage or defect to electrical equipment including but not limited to wiring, conduit, wire nuts, relays, sockets, main switch, fuses and circuit breakers such as the residual current device (RCD), or other similar materials installed by others and contained within the meter box which may fail during the Meter Services due to age, normal wear and tear, deterioration, defect, non-compliant with current industry regulations or codes, negligence, tampering, or lack of proper or routine maintenance. Further, the Company does not warrant against damage or defect caused by hot sockets, overcurrent, electrical arcing, or external factors such as electrical surges.
 - III. Customer acknowledges and agrees that the electric Utility Service will be temporarily disconnected to conduct the Meter Services. The Company shall not be liable for any damage, defect, or loss to household fixtures, including but not limited to fuse and circuit panels, wiring, receptacles and switches, appliances, electronics, lighting, or any other related appurtenances that rely on the electric Utility Service provided by Customer and may become damaged, defective, or otherwise affected due to the electrical Utility Service disruption. Customer assumes all risks associated with such disruption and agrees to indemnify, defend, and hold harmless the Company from any claims, liabilities, or losses arising therefrom.
- E. Gas Utility Service.
- I. The warranty is limited to the actual work performed to exchange or retrofit a gas index or SmartPoint to the existing gas meter. The Company will not disconnect the gas Utility Service or perform any other service to the existing gas utility meter during the Meter Service.
- F. Limitations.
- I. The Company does not warrant against defects to the work resulting from tamper, vandalism, negligence, "Acts-of-God", pre-existing or uncontrollable conditions, or any service work or repair performed by third parties not hired by the Company.
 - II. Unless otherwise expressly provided herein, neither the Company, nor any of its suppliers, vendors, licensors, subcontractors, including employees, agents, or assigns thereof, warrants that the operation of the services will be uninterrupted or error free. Further, neither the Company, nor any of its suppliers, vendors, licensors, subcontractors, including employees, agents, or assigns thereof, will be responsible for (i) lost revenue, including revenue lost from third parties, persons, or entities, such as bills for electricity, lighting, gas, or water consumption; (ii) any In/Out Costs, where "In/Out Costs means any and all costs and expense incurred by Customer in transporting goods between Customer's warehouse and Service Account, including any and all costs and expenses incurred in installing, uninstalling, and removing goods; and (iii) any manual meter reading costs and expenses.
 - III. The Company, nor any of its suppliers, vendors, subcontractors, or assigns including employees, agents, or assigns thereof, shall not be responsible for any Service Account in which it's occupant(s) rely on the Utility Service for medical reasons, including proper function of certain medical equipment, and such Service Accounts have not been previously disclosed by Customer to the Company. In avoidance of doubt, the Company expressly disclaims liability for Service Accounts which require Utility Services to operate certain medical equipment including but not limited to breathing machines, respiratory devices, ventilators, cardiac pumps, apnea monitors, feeding equipment,

dialysis, communication devices, or other similar devices. Customer will provide the Company with a list of all known or suspect Service Accounts which rely on constant Utility Services to operate medical equipment in advance of the Meter Services. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE STATE LAW(S), CLIENT SHALL HOLD THE COMPANY, ITS SUPPLIERS, SUBCONTRACTORS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AND ASSIGNS HARMLESS FROM ANY AND ALL LOSSES, COSTS, FINES, PENALTIES, DAMAGES, AND OTHER AMOUNTS (INCLUDING REASONABLE ATTORNEY FEES) INCURRED BY, ASSESSED AGAINST, OR IMPOSED ON THE COMPANY AND ARISING FROM OR IN CONNECTION WITH ANY AND ALL THIRD PARTY SUITS, CLAIMS, ACTIONS OR DEMANDS FOR (I) PERSONAL INJURIES, DEATH OR (II) DAMAGE TO TANGIBLE PERSONAL AND REAL PROPERTY CAUSED BY CLIENT'S FAILURE TO COMPLY WITH THIS SECTION.

G. LIMITATIONS AND DISCLAIMERS OF LIABILITY.

- I. LIMITATIONS. Unless otherwise expressly provided herein, neither the Company nor any of its service providers, licensors, employees or agents warrant that the operation of the Services will be uninterrupted or error free. The Company will not be responsible for any damages that Customer may suffer arising out of use, or inability to use, the Services, except to the extent such damages are directly caused by the Company's gross negligence or willful misconduct.
 - II. DISCLAIMER OF CERTAIN DAMAGES. IN NO EVENT SHALL ANY PARTY HAVE ANY LIABILITY TO ANOTHER PARTY HERETO FOR ANY LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE, COSTS OF COVER, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, EXCEPT TO THE EXTENT SUCH DAMAGES ARE DIRECTLY CAUSED BY THE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
19. RETURN MATERIAL AUTHORIZATION. Product(s) returned for warranty and in accordance with Standard Supplier's Warranty will be returned directly to the Supplier unless otherwise instructed by the Company. Customer shall submit a list of defective items with description of failure, Product(s) type(s), model(s), serial number(s) or identification number(s), and any additional pertinent information requested by the Company to identify the product in Excel format to rma-norcal@aquametric.com; rma-socal@aquametric.com; rma-texas@aquametric.com; or rma-louisiana@aquametric.com. The Company will generate a Return Material Authorization ("RMA") form for the Customer to include with the Product(s) shipment to the Supplier. Customer will be responsible for any cost(s) incurred to return the Product(s) to the Supplier for warranty claims.
20. FORCE MAJEURE. The Company shall not be held liable for delay, suspension, or cancellation in fulfilling or failure to fulfill its obligations under this Agreement, if such delay or failure is caused by events beyond the Company's reasonable control, including, without limitation, natural calamity, acts of God, terrorist events, pandemic, epidemic, strikes, lockouts or labor disruption, wars, riots or embargo delays, government allocations or priorities, shortages of transportation, fuel, labor, or materials, inability to produce or procure the products or raw materials, or any other circumstance or cause, including unforeseen cost(s) imposed upon the Company by its Suppliers or governmental mandate to furnish the Goods which may arise from circumstances beyond the Company's reasonable control.
21. LIMITATION OF LIABILITY.
- 21.1. THE COMPANY'S AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH,

TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO THE COMPANY UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH THE CLAIM IS BROUGHT, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

- 21.2. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, THE COMPANY'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. THE COMPANY SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE, INCLUDING REVENUE LOST FROM THIRD PARTIES, PERSONS, OR ENTITIES, SUCH AS BILLS FOR ELECTRICITY, LIGHTING, GAS, OR WATER CONSUMPTION; NOR (III) ANY IN/OUT COSTS; NOR (IV) CLAIMS MADE BY A THIRD PARTY; NOR (V) MANUAL METER READ COSTS AND EXPENSES. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.
- 21.3. The limitations on liability set forth in this Agreement are fundamental inducements to the Company entering into this Agreement. They apply unconditionally and in all respects and shall be interpreted as broadly as possible to afford the Company the maximum protection permitted under law. To the fullest extent permitted by law, no Cause of Action may be instituted by Customer against the Company more than six (6) months after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than six (6) months prior to the filing of the Cause of Action shall be recoverable. If Customer is not the sole end user and ultimate owner of the Deliverables, then Customer shall ensure by its contract with the end user and ultimate owner (collectively, "Owner") that the Company is given the benefit of the exclusions and limitations set out in these Terms. To the maximum extent permitted by law, Customer agrees to indemnify, defend, and hold harmless the Company from and against any and all claims, liabilities, losses, damages, costs, and expenses, including attorney's fees, arising from or related to any Owner's claims, to the extent that the Company would not be liable to Customer under these Terms if the claim had been made by Customer.
22. INDEMNIFICATION. To the maximum extent permitted by law, Customer agrees to defend, indemnify, and hold the Company harmless from any and all losses, costs, fines, penalties, damages, and other amounts, including reasonable attorney fees (collectively the "Losses"), incurred by, assessed against, or imposed on the Company arising from or in connection with Customer's use of the Goods, regardless of whether such Losses were caused in part by the Company's actions or omissions, except to the extent such Losses were solely and directly caused by the Company's willful misconduct or gross negligence.
23. CONFIDENTIAL INFORMATION. As used herein, "Confidential Information" refers to any non-public, proprietary, or sensitive information disclosed by one party to another party in connection with this Agreement, whether in written, oral, electronic, or any other form. Confidential Information includes without limitation business plans, strategies, financial data, pricing, contracts, trade secrets, proprietary technology, software, technical specifications, Customer data (such as billing account data, payment information), Supplier information, employee information, and any other work product or information marked or reasonably understood to be confidential. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties other than to consultants or contractors, subject to similar terms of confidentiality,

when disclosure is necessary for the purposes set forth herein, nor use the other party's Confidential Information for any purpose other than the purposes set forth under this Agreement. The foregoing restrictions on disclosure shall not apply to information which is: (i) already known by the public, (ii) becomes, through no act or fault of the recipient, publicly known, (iii) received by recipient from a third party without a restriction on disclosure or use, (iv) independently developed by recipient without reference to the other party's Confidential Information, or (v) is a public record under applicable laws, subject to the terms of this Section. The Customer will maintain the confidentiality of all Company Confidential Information, and the Company will maintain the confidentiality of all Customer Confidential Information, with each party taking all reasonable precautions to protect the same, and at a minimum taking those precautions used to protect its own Confidential Information from unauthorized use or disclosure.

24. ASSIGNMENT. Customer may not assign, transfer or delegate this Agreement or any part of Customer's rights or duties without prior written consent of the Company. Any attempted assignment in violation of this section shall be null and void.
25. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. In the event of any dispute arising out of or relating to this Agreement, the parties agree that jurisdiction and venue shall be proper in the state and federal courts of California, or, where applicable, in the state where the transaction giving rise to the dispute occurred. The parties shall first attempt to resolve the matter through an informal dispute resolution process by making a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties shall submit the matter to non-binding mediation. If no resolution is reached after having completed these steps in good faith, any legal action shall be brought in the state or federal courts located in California, and both parties consent to the exclusive jurisdiction and venue of such courts unless otherwise agreed.
26. COMPLIANCE WITH LAWS. Customer shall at all times comply with all applicable laws and regulations, as they exist at the time of acceptance and as they may be amended, changed, or supplemented. Customer shall not take any action or permit any action by a third party that could result in the Company being held liable for any violation of applicable laws. Customer shall perform its obligations under this Agreement in strict compliance with all Laws applicable to Customer's business, activities, and facilities. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal, or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound. Customer agrees to indemnify, defend, and hold harmless the Company from and against any and all claims, liabilities, losses, damages, costs, and expenses arising from or related to Customer's failure to comply with this clause.
27. SEVERABILITY. In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
28. NON-WAIVER. The failure, delay, or partial exercise by the Company in exercising any right, power, or privilege under this Agreement shall not be construed as a waiver of any such right, power, or privilege, nor shall it preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. Any waiver by the Company must be in writing and signed by an authorized representative of the Company to be effective.

Drew Scranton
Sensus USA, Inc
Director of Sales Central Region
309-214-5332
drew.scranton@xylem.com

September 29, 2026

To Whom It May Concern:

Sensus USA, Inc is pleased to announce that **Aqua Metric of Selma, TX** is the exclusive Authorized Distributor of Sensus products and Value Added Reseller (VAR) for Sensus Services such as SaaS in the states of Texas and Louisiana.

Please contact Aqua Metric for all of your Sensus needs. Purchasing Sensus products and services from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at drew.scranton@xylem.com regarding this or any other matter.

Sincerely



Drew Scranton
Director of Sales Central Region
Sensus USA, Inc



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 13, 2026

PRESENTED BY: Joe Enriquez, Utility Billing & Collections Manager

AGENDA ITEM: Discussion and possible action to approve the annual SmartPhone Meter Reading software subscription renewal with SPMR, LLC, in the amount of \$27,009.19 through a sole-source procurement pursuant to Texas Local Government Code §252.022(a)(7)(A)- Enriquez

NATURE OF REQUEST:

The City entered into the original SmartPhone Meter Reading subscription agreement in 2019, when the annual cost was below the City's \$25,000 threshold. The proposed renewal now exceeds that threshold and is being submitted for City Council approval.

Request authorization to renew the subscription, including software licensing, support, and data hosting, for December 1, 2026, through November 30, 2027, at a total cost of \$27,009.19. The software supports the City's existing mechanical meter-reading operations. SPMR, LLC has provided a sole-source letter identifying the software as proprietary and stating that no other entity can maintain it.

BUDGETED: Yes (FY 26-27) **FUND:** Utility – Meter Readers **ACCT. #:** 02-418-44640

BUDGET: \$80,000 **EST. COST:** \$27,009.19 **CURRENT BUDGET BALANCE:** \$80,000

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 _____

SMARTPHONE METER READING (SPMR) SUBSCRIPTION AGREEMENT

This SPMR Subscription Agreement ("Agreement") is made by and between SPMR, L.L.C., a Texas limited liability corporation, located at 840 F Avenue, Suite 100, Plano, Texas 75074 (hereinafter "SPMR"), and Mission, TX doing business at 1201 East 8th St., Mission, TX 78572 ("Subscriber").

RECITALS

- A. WHEREAS SPMR licenses, in object form only, proprietary computer software ("Software") as an application for smart phones, or similar devices, to record utility meter data and to communicate such data to its remote server ("Application");
- B. WHEREAS SPMR hosts the utility meter data on its remote server for retrieval by Subscriber ("Hosting") and collectively, the Application, Hosting and any other services such as training or set-up shall constitute "Services"; and
- C. WHEREAS Subscriber desires to use the Services;

IN CONSIDERATION of the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 - GENERAL TERMS

1. **ENTIRE AGREEMENT.** It is agreed that this Agreement and any EXHIBIT(S) attached hereto and made a part hereby embody the entire agreement of the parties in relation to the subject matter hereunder, and that there is no other oral or written agreement or understanding between the parties at the time of execution pertaining to the subject matter of this Agreement. This Agreement shall not be modified except by the written agreement of all parties hereto.
2. **GOVERNING LAW AND CHOICE OF VENUE.** This agreement shall be construed, interpreted and enforced under the laws and statutes of the State of Texas without regard for any of said state's conflicts of law provisions. Any legal actions relating to this Agreement shall be brought in either a state court in Collin County, Texas or in a Federal court in the Northern District of Texas, Dallas Division.
3. **TAXES.** Subscriber shall pay all taxes arising out of this Agreement, except for taxes levied upon the net income of SPMR. Subscriber agrees to provide an exemption certificate with this contract if Subscriber is an exempt organization for state sales and use tax purposes.

ARTICLE 2 - PAYMENTS

1. **APPLICATION AND OTHER SERVICES.** Subscriber shall pay SPMR for the fees described in EXHIBIT 1 for the Services. Payment shall be made as follows:
 - A. Subscriber will have access to Services when Services are activated ("Activation Date"). The initial payment of service fees shall be made within ten (10) business days of the Activation Date and if the Activation Date is not on the first day of the month, a prorated fee shall be included in the initial payment of service fees for Services provided from the Activation Date through the last day of that month. Subsequent payments shall be made according to the following payment interval options:
 - i. If the monthly pre-payment option is used, subsequent monthly payments shall be made on the first day of each calendar month thereafter until the Agreement is terminated.
 - ii. If the annual pre-payment option is used, the subsequent annual payments shall be for an entire annual period and shall be made on the first day of the month following the month in which the Activation Date falls and on each subsequent anniversary of the start of each annual year period invoiced until the Agreement is terminated.
 - B. Subscriber shall pay SPMR for any support or training at SPMR's quoted price thirty (30) days after the invoice date.
 - C. SPMR ongoing fees are subject to change on the first and subsequent anniversaries of the Activation Date in the amount of ten (10) percent.
2. Subscriber's rights to use the Application or Hosting are expressly conditioned on the timely prepayment of the fees described in EXHIBIT 1 and Subscriber's rights to use the Application and Hosting will terminate effective the date any prepayment was due if not paid.

ARTICLE 3 - SOFTWARE

1. **SPMR SOFTWARE LICENSE GRANT.** SPMR hereby grants to Subscriber a nontransferable and nonexclusive license for the use and possession of the SPMR Software in object code form only. Said license is granted under the terms and conditions set forth herein.
2. Subscriber agrees that SPMR retains ownership rights to the Software, and that Subscriber acquires no title to the Software, nor any other interest in the Software, other than the right to use and possess the Software in accordance with the terms and conditions of this Agreement. All rights not explicitly granted to Subscriber are retained by SPMR.
3. Subscriber may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify or create derivative works of the Application or any part thereof.
4. Subscriber agrees that it shall not attempt to or actually sell, give, lend, lease, convey, transfer, license, sublease, provide, or in any other manner transfer

SMARTPHONE METER READING
READ SMART

System Activation Form

This is to notify City of Mission, TX that the SmartPhone Meter Reading System,

provided by

SmartPhone Meter Reading, LLC has been setup and activated for use.



Liaison for SmartPhone Meter Reading, LLC
Tim Dart

November 13th, 2019

Activation Date



June 16, 2026

Jose Zavala
City of Mission
1201 E 8th Street
Mission, TX 78572

Re: **Quote for 2026 Annual Subscription Renewal Period 12/01/2026 – 11/30/2027**

Dear Jose:

The annual renewal of SPMR software, support, and data hosting will be 12/01/2026. The renewal amount will be \$27,009.19 if no additions or removals of services are requested prior to the anniversary date. Please note that any changes need to be made 60 days prior to the 12/01/2026 anniversary date.

Please see below for pricing breakdown.

Subscription Quote for 2026 Annual Renewal:

Description - Recurring Fees	Annual Price per Item	Qty	Cost Extended Annual Pre-Pay
SPMR SmartPhone License and Support	\$ 2,782.77	7	\$ 19,479.39
SPMR SmartPhone Data Hosting	\$ 678.15	7	\$ 4,747.05
SPMR Web Seat License and Support	\$ 2,782.75	1	\$ 2,782.75
Total			\$ 27,009.19

Kind regards,
Stella Hunter
SmartPhone Meter Reading, LLC
811 E Plano Parkway, Suite 110A
Plano, Texas 75074



September 22, 2016

Jose Zavala
Meter Reading Supervisor
City of Mission, TX
1201 E. 8th Street
Mission, TX 78572

Dear Jose:

Advice has been requested of the nature of software license subscription service that SPMR, LLC proposes to provide as part of the SmartPhone Meter Reading service. Because the software that we will provide is the proprietary property of SPMR, LLC, no other person or entity is capable of maintaining that software and therefore, you should consider SPMR, LLC as the sole source for your SmartPhone Meter Reading system subscription.

The software that we license to our customers is confidential and proprietary. To that end:

1. All employees and contractors of SPMR, LLC are bound by signed confidentiality agreements.
2. All vendors who have a need to see or use the software are bound by signed confidentiality agreements.
3. All customers who use the software use it under a license subscription service agreement are also bound by confidentiality provisions in their agreements with SPMR, LLC.

As always, we appreciate the opportunity to be of service to you and City of Mission. If you have any questions, please do not hesitate to call me at (214) 540-5050.

Sincerely,

Andrew Kercher
President

SMARTPHONE METER READING (SPMR) SUBSCRIPTION AGREEMENT

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RECITALS

- A. WHEREAS SPMR licenses, in object form only, proprietary computer software ("Software") as an application for smart phones, or similar devices, to record utility meter data and to communicate such data to its remote server ("Application");
- B. WHEREAS SPMR hosts the utility meter data on its remote server for retrieval by Subscriber ("Hosting") and collectively, the Application, Hosting and any other services such as training or set-up shall constitute "Services"; and
- C. WHEREAS Subscriber desires to use the Services;

IN CONSIDERATION of the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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1. ENTIRE AGREEMENT. It is agreed that this Agreement and any EXHIBIT(S) attached hereto and made a part hereby embody the entire agreement of the parties in relation to the subject matter hereunder, and that there is no other oral or written agreement or understanding between the parties at the time of execution pertaining to the subject matter of this Agreement. This Agreement shall not be modified except by the written agreement of all parties hereto.
2. GOVERNING LAW AND CHOICE OF VENUE. This agreement shall be construed, interpreted and enforced under the laws and statutes of the State of Texas without regard for any of said state's conflicts of law provisions. Any legal actions relating to this Agreement shall be brought in either a state court in Collin County, Texas or in a Federal court in the Northern District of Texas, Dallas Division.
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 - C. SPMR ongoing fees are subject to change on the first and subsequent anniversaries of the Activation Date in the amount of ten (10) percent.
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1. SPMR SOFTWARE LICENSE GRANT. SPMR hereby grants to Subscriber a nontransferable and nonexclusive license for the use and possession of the SPMR Software in object code form only. Said license is granted under the terms and conditions set forth herein.
2. Subscriber agrees that SPMR retains ownership rights to the Software, and that Subscriber acquires no title to the Software, nor any other interest in the Software, other than the right to use and possess the Software in accordance with the terms and conditions of this Agreement. All rights not explicitly granted to Subscriber are retained by SPMR.
3. Subscriber may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify or create derivative works of the Application or any part thereof.
4. Subscriber agrees that it shall not attempt to or actually sell, give, lend, lease, convey, transfer, license, sublease, provide, or in any other manner transfer

SPMR Initials PM

SA2019

Subscriber Initials EB

any of its rights in the Software, whether or not modified.

ARTICLE 4 – SERVICES

1. SPMR shall provide Subscriber with the Services described on the attached EXHIBIT(S).
2. Services include those specifically described on the attached EXHIBIT(S) and Subscriber agrees that any services not described such as supplemental training or consulting and any related travel and living expenses are not included and Subscriber agrees to pay such charges and expenses within thirty (30) days of SPMR's Invoice.

ARTICLE 5 - WARRANTIES

1. SPMR warrants that the System shall operate substantially in accordance with the on-line User Manual. The exclusive remedy for any valid warranty claim shall be the provision of conforming software.
2. DISCLAIMER OF WARRANTY AND LIMITATIONS OF REMEDIES. TO THE EXTENT ALLOWED BY LAW, SUBSCRIBER UNDERSTANDS AND AGREES AS FOLLOWS:
 - A. THE EXPRESS WARRANTIES AS SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY SPMR.
 - B. SPMR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SOFTWARE, SERVICES OR ANY OTHER PERFORMANCE UNDER OR PURSUANT TO THIS AGREEMENT.
 - C. SPMR DOES NOT WARRANT THE OPERATION OF SOFTWARE OR SERVICES INCLUDED IN THE SYSTEM TO BE ERROR FREE.
 - D. THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES AND THE SOLE REMEDIES FOR SPMR'S LIABILITY OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE) WITH RESPECT TO THE SOFTWARE OR SERVICES COVERED BY THIS AGREEMENT OR ANY PERFORMANCE BY SPMR UNDER OR PURSUANT TO THIS AGREEMENT, WILL BE LIMITED TO THE REMEDIES SET FORTH IN THIS ARTICLE AND IN NO EVENT SHALL EXCEED THE AGGREGATE CONSIDERATION PAID BY SUBSCRIBER FOR THE SERVICES.
 - E. IN NO EVENT SHALL SPMR'S LIABILITY OF ANY KIND INCLUDE ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF SPMR SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

ARTICLE 6 – TERM AND TERMINATION

1. The initial term of this Agreement ("Subscription Year") shall be from the Activation Date through the one-year anniversary of that date, except that if the Activation Date is not on the first day of a calendar month, then the first anniversary and all subsequent anniversaries of the Activation Date shall be the first day of the following month. This Agreement shall automatically renew each Subscription year unless the Subscriber provides SPMR with written notice of termination at least sixty (60) days prior to the beginning of the upcoming Subscription Year.
2. If Subscriber defaults on any obligation in accordance with the terms and conditions of this Agreement and SPMR notifies Subscriber in writing of the details of said failure of performance, then SPMR may, at its option, terminate this Agreement without notice to Subscriber.
3. In the event either party terminates this Agreement or the license of Software, or should Subscriber fail to timely make any payment for the services, all licenses granted under this Agreement shall be terminated, and Subscriber shall, immediately, on the termination date, erase the Software in whatever form retained, and return or destroy any copies of Software documentation. Subscriber shall certify in writing to SPMR that Subscriber has so returned and/or destroyed the Software and SPMR Documentation.

SPMR, L.L.C.

Signature: Philip J. Mastres

Print Name: Philip J. Mastres

Title: Chief Financial Officer

Date: November 13, 2019

MISSION TX

Signature: Eduardo Belmorez

Print Name: Eduardo Belmorez

Title: Deputy Assistant

Date: 11/13/19

SPMR initials PM

SA2019

Subscriber Initials EB

Exhibit 1 – SPMR™ Services Schedule

Description	Effective Rate per Month	Qty	Cost Extended Annual Pre-Pay
SPMR SmartPhone: License and Support	\$ 119.00	7	\$ 9,996.00
SPMR SmartPhone: Data Hosting*	\$ 29.00	7	\$ 2,436.00
SPMR WEB: License and Support per Seat	\$ 119.00	1	\$ 1,428.00
Totals			\$ 13,860.00

Other User Fees and One-Time Service Fees	Cost
Setup - Web Server, Web Seat(s), Phone(s), Users	\$ 700.00
Training - SPMR WEB, SPMR SmartPhone	\$ 1,400.00

*Hosting Assumes 1:4 Photo:Meter Ratio

*Unlimited Photos is \$39

Subscriber hereby chooses the ☐ Monthly or ☒ Annual Pre-Pay Option Listed Above.

SPMR Initials RU

SA2019

Subscriber Initials EB



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 13, 2026

PRESENTED BY: Cesar Torres, Chief of Police

AGENDA ITEM: Discussion and possible action on matters related to the approval of Resolution No. _____ authorizing the Mission Police Department to submit an Agreement for the Temporary Closure of State Right-of-Way to the Texas Department of Transportation for the Mission High School Homecoming Parade - Torres

NATURE OF REQUEST:

The parade will be on October 21st, 2026, from 5:00 p/m to 7:00 p/m. The road closure is for the State Highway 107 (Conway Avenue – Southbound lanes of travel) from 18th Street to 13th Street. The Mission Police Department will be responsible for securing the Mission High School Homecoming Parade route to ensure the safety of both motorists and pedestrians alike.

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 *PT*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AUTHORIZING THE SUBMITTAL TO THE TEXAS DEPARTMENT OF TRANSPORTATION BY THE MISSION POLICE DEPARTMENT OF AN AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY OF STATE HIGHWAY 107 (CONWAY AVENUE - SOUTHBOUND LANES OF TRAVEL) BETWEEN 18TH STREET AND 13TH STREET FOR THE MISSION HIGH SCHOOL HOMECOMING PARADE AND AUTHORIZING THE ISSUANCE OF A PUBLIC PERMIT THEREFORE.

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

WHEREAS, the City has requested the temporary closure of State Highway 107 (Conway Avenue – Southbound lanes of travel) from 18th Street to 13th Street between the hours of 5:00 p.m. to 7:00 p.m. on Wednesday, October 21, 2026.

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

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

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

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

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

SECTION 1: The Mission High School Homecoming parade is an event that serves a public purpose.

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

SECTION 3: Pursuant to said agreement, the City will close State Highway 107 (Conway Avenue – Southbound lanes of travel) from 18th Street to 13th.

SECTION 4: The City Manager is authorized to issue a parade permit for the Mission High School Homecoming Parade.

READ, CONSIDERED AND APPROVED on this, the 13th day of October, 2026.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

STATE OF TEXAS §
COUNTY OF §

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

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

W I T N E S S E T H

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

WHEREAS, the City has requested the temporary closure of State Highway 107 (Conway Avenue – Southbound lanes of travel) from 18th Street to 13th Street for the purpose of the Mission High School Homecoming Parade, as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

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

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

WHEREAS, on the 13th day of October 2026, the Mission City Council passed Resolution / Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

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

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

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

A G R E E M E N T

Article 1. CONTRACT PERIOD

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

Article 2. EVENT DESCRIPTION

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

Article 3. OPERATIONS OF THE EVENT

A. The City shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The City shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right-of-way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State.

C. The City will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

D. The City will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right-of-way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The City will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the City shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

E. The City hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the City's traffic control plan.

F. The City will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right-of-way and restore or repair the State's right-of-way, including roadway and drainage structures, signs, and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural environment, including landscape features.

Article 4. OWNERSHIP OF DOCUMENTS

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

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

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

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

Article 6. DISPUTES

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

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

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

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

Article 9. AMENDMENTS

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

Article 10. COMPLIANCE WITH LAWS

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

Article 11. LEGAL CONSTRUCTION

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

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the

following respective addresses:

City:	State:
City of Mission	Texas Department of Transportation
1201 East 8 th Street, Mission, Tx	

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF MISSION

Executed on behalf of the City by:

By _____ Date _____
City Official

Typed or Printed Name and Title _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

By _____ Date _____
Director of Maintenance

Exhibit A**ROAD CLOSURE EVENT NAME AND DATE**

NAME: Mission High School Homecoming Parade

DATE OF CLOSURE: Wednesday, October 21, 2026

TIME OF CLOSURE: 5:00 p.m to 7:00 p.m.

(SEE ATTACHED ROUTE MAP AND ROAD CLOSURES)

Exhibit B

RESOLUTION

Exhibit C

Agreement No. _____

Item 21.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 13, 2026

PRESENTED BY: Cesar Torres, Chief of Police

AGENDA ITEM: Discussion and possible action on matters related to the authorization to enter a Memorandum of Understanding between the United States Department of Justice, Drug Enforcement Administration (DEA) and the City of Mission Police Department – Torres

NATURE OF REQUEST:

Approval of an agreement between the Mission Police Department and the Drug Enforcement Administration (DEA) for participation in the McAllen District Office Task Force. The agreement allows Mission PD to assign an officer as a DEA Task Force Officer to support narcotics investigations and enforcement operations, with HIDTA funding available for eligible overtime reimbursement and operational support, subject to availability of funds. Agreement term runs through September 30, 2031.

BUGETED: Yes **FUND:** General **ACCT. #:** 01-300-33680

BUDGET: \$20,000 **EST. COST:** _____ **CURRENT BUDGET BALANCE:** \$\$20,000

BID \$ _____
AMOUNT: _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *PT*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____

DRUG ENFORCEMENT ADMINISTRATION
STATE AND LOCAL LAW ENFORCEMENT AGENCY
MEMORANDUM OF AGREEMENT

This agreement is made this 1st day of October 2026, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Mission Police Department (hereinafter "parent agency"), ORI Number TX1081000; Unique Entity Identifier (UEI#) N5ELUNS44TE1. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists, controlled substances pharmaceuticals, and/or listed chemicals exists in the South Texas area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Texas, the parties hereto agree to the following:

1. The McAllen District Office will perform the activities and duties described below:
 - a. Disrupt the illicit drug traffic in the South Central and South Texas area by immobilizing targeted violators and trafficking organizations;
 - b. Investigate, gather and report intelligence data relating to trafficking in narcotics and dangerous drugs, "trafficking of controlled pharmaceuticals and/or listed chemicals; and
 - c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the DEA office's activities will result in effective prosecution before the courts of the United States and the State, Commonwealth or Territory of Texas.
 - d. Investigate, disrupt and dismantle individuals and/or organizations involved in diversion schemes (e.g., "doctor shopping" prescription forgery and prevalent retail-level violators) of controlled pharmaceuticals and/or listed chemicals in the South Central and South Texas area; if applicable.
2. To accomplish the objectives of the McAllen District Office, the parent agency agrees to detail experienced officer(s) to the McAllen District Office for a period of not less than two years¹. During this period of assignment, the assigned parent agency officer(s) will be under the direct supervision of DEA supervisory personnel assigned to the DEA office.
3. The parent agency officer(s) assigned to the McAllen District Office shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the DEA office. Failure to complete mandatory DEA training within the required timeframe shall be grounds for dismissal from the DEA office.

¹ The number of officers assigned cannot exceed the number of positions allocated by the Division's Table of Organization.

4. In instances where parent agency policy or state/local law imposes a requirement that is not addressed in DEA policy, the parent agency will promptly notify DEA and provide DEA with written copies of the applicable law and/or policy. Whether the parent agency officer will comply with parent agency policy in such instances will be at the discretion of DEA.

5. The parent agency officer(s) assigned to the Task Force shall be deputized as Task Force Officer(s) (TFOs) of DEA pursuant to 21 USC 878.

6. To accomplish the objectives of the Click or tap here to enter text, DEA will assign Special Agent(s) and/or Diversion Investigator(s), if applicable, to the DEA office. Other support to DEA office(s), including any overtime reimbursement, is funded on the basis of whether the group is DEA Program Funded, Fee Funded (SPEAR) or HIDTA Funded.

Applicable Funding Source(s)

☐ DEA Program Funded ☐ SPEAR ☒ HIDTA ☐ DEA Provisional

- a) **DEA Program Funded** – To accomplish the objectives of the McAllen District Office, will assign DEA Special Agent(s) to the DEA office and up to **zero** officer(s). The parent agency agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officer(s). DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and parent agency officer(s) to the DEA office. This support will include office space; office supplies; travel funds; funds for the purchase of evidence and information; investigative equipment; training and other support items.
- b) **Synthetics Precursors Enforcement Regulations (SPEAR) (Fee Funded)** - DEA will also, subject to the availability of annual Diversion Control Fee Account (DCFA) funds, provide necessary funds, vehicles, and equipment to support the activities of the DEA Special Agents and up to **zero** officer(s) assigned to the DEA office. This support will include vehicles, office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other investigative support items, as available DCFA funds permit. While on duty and acting on DEA's business, the parent agency officer(s) the parent agency officer(s) assigned shall be subject to all DEA and federal government rules, regulations and procedures governing the Official Government Vehicles (OGVs) and home to work transportation when authorized. Accidents involving vehicles while in use for DEA office purposes shall be reported and investigated in accordance with the procedures of DEA and the parent agency.

High Intensity Drug Trafficking Areas (HIDTA) (HIDTA Funded) - Subject to the availability funding, and HIDTA planning and budgeting guidance, HIDTA will provide funding to support the activities of Federal Special Agents, and up to **one** officer(s) and other specified employees (if any). This support will include office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items. The parties to this agreement understand that financial reimbursement to participating organizations is subject to the budgeting, administrative

and managerial decisions of the HIDTA Executive Board, as well as the availability of HIDTA funding (from whatever source).

- c) **DEA Provisional** - DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agent(s) and up to **zero** officer(s) assigned to the DEA office. This support will include: office space; office supplies; travel funds; funds for the purchase of evidence and information; investigative equipment; training; and other investigative support items. DEA does not reimburse for Provisional TFO overtime, and vehicles must be provided by the parent agency. Although DEA does not normally reimburse for Provisional TFO overtime, TFOs may be eligible to receive overtime from eligible funding sources, subject to the availability of funds.

7. During the period of assignment to the DEA office, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officer(s) assigned to the DEA office, and for making all payments due areto them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement, which shall be submitted monthly on a fiscal year basis, and which provides the name of each officer(s) who incurred overtime in support of DEA investigations during invoiced period to include the number of overtime hours incurred, the hourly regular and overtime rates in effect for each officer, and the total cost for the invoiced period. If HIDTA funded, HIDTA will, subject to availability of annually appropriated funds, reimburse the parent agency for overtime payments incurred by its TFOs. Each invoice submitted must include an **invoice number** and **invoice date**. The parent agency will bill overtime as it is performed, and no later than **30 days** after the end of each month in which the overtime is performed. The parent agency will submit invoices to the Houston Field Division process coordinator email box Invoice.Houston@dea.gov
Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses including taxes."

8. In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.

9. The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

10. The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all

such reports and records until all litigation, claim, audits and examinations are completed and resolved or for a period of six (6) years after termination of this agreement, whichever is later.

11. The parties acknowledge and understand that the United States of America is liable for the wrongful actions or inactions of Federal employees, including those Federal employees deputized as Task Force Officers, who are acting within the scope of their employment under the Federal Torts Claim Act (28 U.S.C §§ 2671 – 2680). This may extend to representation of the covered employee if in the best interests of the United States (28 C.F.R. § 50.15(a)(2)). A state or local employee participating in the DEA group may concurrently or separately be covered for the purposes of liability by their employer.

12. The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

13. The parent agency's signature to this agreement certifies the parent agency's compliance with the certifications required under 28 C.F.R. Part 2867 (Nonprocurement Debarment and Suspension); 28 C.F.R. Part 69 (New Restrictions on Lobbying); and 28 C.F.R. Part 83 (Government-Wide Requirements for Drug-Free Workplace). DEA awards Federal funds under this cooperative agreement in reliance upon the parent agency's certification of compliance with these requirements. The parent agency has accordingly reviewed these regulations.

14. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing programs or projects funded in whole or part with federal money, the parent agency shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

15. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2031. This agreement may be terminated by either party on 30 days' advance written notice. DEA's support to the DEA office, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 30 days of the end of the fiscal year or within 30 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

Miguel A. Madrigal
Special Agent in Charge
San Antonio Field Division

Date: _____

For the Mission Police Department:

Cesar Torres
Chief of Police

Date: _____



U. S. Department of Justice
Drug Enforcement Administration
San Antonio Field Division
5555 Northwest Parkway, Suite 101
San Antonio, Texas 78249

Item 22.

www.dea.gov

September 10, 2026

Cesar Torres
Chief of Police
Mission Police Department
1200 E. 8th Street
Mission, Texas 78572

Dear Chief Torres,

On behalf of the San Antonio Field Division, I would like to thank your agency for its continued partnership and support of the Task Force Program. Your agency's collaboration and commitment to joint enforcement efforts remain vital to the success of our shared mission.

Enclosed is the Memorandum of Agreement, which identifies the applicable funding source(s) associated with your agency's participation. It will remain in effect for a period of five years and includes a new invoicing requirement.

Please review the agreement, obtain the appropriate signatures, including electronic signatures if preferred, and return the executed document to Houston.TFO.Program@dea.gov by September 25, 2026. A fully executed copy will be provided for your records upon completion of the signature process.

If you have any questions or require assistance, please contact the email address provided above.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Madrigal", written over a horizontal line.

Miguel A. Madrigal
Special Agent in Charge

Enclosure



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 13, 2026

PRESENTED BY: Michael Elizalde, Director of Grants & Strategic Development

AGENDA ITEM: Discussion and possible action on matters related to the Approval of Resolution No. _____ authorizing the submission of grant application to the U.S. Department of Justice for the FY26 Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of \$17,543 with no match requirement – Elizalde

NATURE OF REQUEST:

The Mission Police Department is seeking approval of a resolution authorizing the submittal of a grant application the U.S. Department of Justice for the FY26 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation and authorizing the Mayor as the Authorized Representative. The total allocation for the City of Mission is designated at \$17,543. This grant will provide funding for the Mission Police Department to purchase specialized crime scene investigation and forensic evidence processing equipment. This grant does not require a match.

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 _____

RESOLUTION # _____

WHEREAS, The City of Mission finds it in the best interest of the citizens of Mission, Texas that funds from the FY26 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation be operated for the 2026-2027 fiscal year by the Mission Police Department; and

WHEREAS, The City of Mission agrees that in the event of loss or misuse of the Bureau of Justice federal funds, the City of Mission assures that the funds will be returned to the Bureau of Justice in full; and

WHEREAS, The City of Mission designates the City of Mission Mayor as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of Mission approves the submission of the grant application for the FY26 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation to the Bureau of Justice.

READ, CONSIDERED AND APPROVED, this 13th day of October 2026.

Norie Gonzalez Garza, Mayor

Attest:

Anna Carrillo, City Secretary



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 13, 2026

PRESENTED BY: Michael Elizalde, Director of Grants & Strategic Development

AGENDA ITEM: Discussion and possible action on matters related to the authorization to accept grant award for FY 2026-2027 Other Victim Assistance Grant (OVAG) from the Office of Attorney General Crime Victim Services Division in the amount of \$49,500 with no match requirement with respective budget amendment– Elizalde

NATURE OF REQUEST:

The Mission Police Department is seeking authorization to accept grant award for the FY 2026-2027 Other Victim Assistance Grant (OVAG) from the Office of Attorney General Crime Victim Services Division. The grants period of performance is one-year dedicated for FY 2026-2027 and has a total award amount of \$49,500.00. This grant will allow the Mission Police Department to continue the services provided by our Crime Victims Liaison. There is no cash match required by the City of Mission.

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 _____



RE: FY 2027 Other Victim Assistance Grant (OVAG) Contract

Contract Number: C-03174

Grantee: City of Mission

Amount: \$49,500.00

Executed: 9/22/2026 | 11:19 AM CDT

Term: September 1, 2026 – August 31, 2027

Budget Coding:

ORG	PCA	Agy Obj
B310000	11302	7611

GRANT CONTRACT

OAG Grant Contract No. C-03174

This contract (“Grant Contract”) is executed between the Office of the Attorney General (“OAG”) and City of Mission (“GRANTEE”). The OAG and GRANTEE may be referred to in this Grant Contract individually as “Party” or collectively as “Parties.”

SECTION 1. PURPOSES OF THIS GRANT CONTRACT

The purpose of the Other Victim Assistance Grant (OVAG) program (“Grant Program”) is to accomplish the general public purpose of addressing the unmet needs of crime victims by maintaining or increasing their access to quality services. It is intended that the grants will be awarded through a competitive selection and allocation process. The purpose of this Grant Contract is to provide reasonable contractual controls to ensure that funding under the Grant Program (“Grant Funds”) is used to achieve the public purposes of the Grant Program. In general, and subject to the terms, conditions, and limitations of each specific contract with each grantee, OVAG contracts awarded may be used for victim-related services or assistance for the following purposes:

- a. To provide direct services to crime victims including, but not limited to, counseling, crisis intervention, assistance with Crime Victims’ Compensation, assistance with the utilization of the Texas Statewide Automated Victim Notification Service (“SAVNS”), legal assistance, victim advocacy, and information and referral;
- b. To provide outreach or community education to help identify crime victims who might not otherwise be reached and provide or refer them to needed services;
- c. To connect crime victims to services for the purpose of supporting or assisting in their recovery;
- d. To train professionals and volunteers to improve their ability to inform crime victims of their rights, to assist crime victims in their recovery, or to establish a continuum of care for crime victims; or
- e. To provide other support for crime victims, related to services or assistance in aid of the recovery of the victim as determined by the OAG.

SECTION 2. TERM OF THIS GRANT CONTRACT

This Grant Contract shall begin on September 1, 2026, and shall terminate August 31, 2027, unless it is terminated earlier in accordance with another provision of this Grant Contract (“Contract Term”).

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1 GRANTEE's Compliance with Grant Application Kit. GRANTEE shall comply with the terms and conditions set forth and required in the OVAG/VCLG FY 2026–2027 Grant Application Kit ("Application Kit"), which is incorporated to this Grant Contract by reference. GRANTEE acknowledges and agrees that the Application Kit may be supplemented, amended, or adjusted by the OAG and that GRANTEE is charged with knowledge of the current terms of the Application Kit for the duration of the Contract Term. All statements, information, and documentation submitted to the OAG for approval of GRANTEE's participation in the Grant Program, including narrative and budget, shall be considered, and referred to collectively, as the GRANTEE's "Grant Application."

3.2 Establishment of Final Project Budget, Targets, Outputs, Special Conditions, and Outcomes. The following are at the sole discretion of the OAG:

- (1) the OAG will establish the initial budget as submitted in GRANTEE'S Grant Application;
- (2) the OAG will establish the final project targets, outputs, Special Conditions (defined below), and outcomes based on GRANTEE's Grant Application; and
- (3) the OAG may adjust GRANTEE's budget, targets, outputs, outcomes, and/or any other items deemed appropriate by the OAG, at any time, during the Contract Term.

3.3 Grant Narrative. GRANTEE's Grant Application submitted in response to the Application Kit, including the narrative contained therein as submitted by GRANTEE and as further modified by the OAG, which is in the possession of, acknowledged, and known by both Parties, is hereby incorporated by reference into this Grant Contract. GRANTEE hereby certifies that the information provided in GRANTEE's Grant Application, including the statements made in the narrative, is true and correct and agrees to be bound by the representations and commitments contained therein.

3.4 Special Conditions. The OAG may, in its sole discretion, impose Special Conditions, as that term is defined in the Application Kit, on GRANTEE, without notice and without amending this Grant Contract. The OAG, in its sole discretion, may also supplement, amend, or adjust any Special Conditions imposed on GRANTEE. GRANTEE acknowledges and agrees in advance to satisfy the requirements of any Special Conditions imposed by the OAG. The imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2 of this Grant Contract, without further notice, until all Special Conditions are satisfied.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; and Filings with the OAG. GRANTEE shall provide to the OAG all applicable reports and forms as specified by the OAG. GRANTEE shall

ensure that it provides each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and documents that GRANTEE is required to provide to the OAG shall be promptly sent.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or GRANTEE Contact. GRANTEE must submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business or otherwise operate in Texas. Such notice must be provided in advance, when possible, but in no event later than ten (10) business days after the effective date of such change; provided, however, that such notice concerning a new address or main telephone number must be provided at least thirty (30) calendar days in advance of any such change. A change in GRANTEE's name requires an amendment to this Grant Contract pursuant to section 12.3 of this Grant Contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with authority to act on behalf of GRANTEE. To change a GRANTEE contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures to ensure the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include, without limitation: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures; compliance with applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems, which include: budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5 Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations, or other applicable requirements. This provision shall not be construed as

limiting the OAG's access to such records and other information.

4.1.6 Texas Public Information Act. Information, documentation, and other material in connection with this Grant Contract or the underlying Grant Program or Funds may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Texas Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with the OAG, the State of Texas, or any other State agency pursuant to this Grant Contract, 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 OAG, the State of Texas, or any other State agency.

4.2 Programmatic Reports

4.2.1 Quarterly Statistical (Performance) Reports. GRANTEE shall deliver to the OAG quarterly statistical reports no later than the thirtieth (30th) day of each month following the end of each fiscal quarter of the State fiscal year covered by the Contract Term. The four (4) quarters, within each State fiscal year covered by the Contract Term, end respectively on the last day of the months of November, February, May and August. Accordingly, quarterly statistical reports, for each respective quarter, are due on or before December thirtieth (30th), March thirtieth (30th), June thirtieth (30th), and September thirtieth (30th).

4.2.2 Contents of Quarterly Statistical Reports. The quarterly statistical reports shall contain, at a minimum, information on the following statistical measures:

- a. Targets as submitted in the Grant Application and accepted by OAG or otherwise established by the OAG pursuant to section 3.2 above;
- b. Outputs and Outcomes as submitted in the Grant Application, accepted by OAG or otherwise established by the OAG pursuant to section 3.2 above; and
- c. Program Narratives.

4.2.3 Written Explanation of Variance. GRANTEE must provide a written explanation to the OAG on the quarterly statistical report for any year-to-date performance that varies from the projected performance included within the implementation plan submitted by GRANTEE as part of the Grant Application or as otherwise agreed between the Parties. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with any quarterly and annual reports presented to the OAG.

4.2.4 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its Designees.

GRANTEE shall submit service delivery reports required by this Grant Contract or self-evaluations of performance and other reports requested by the OAG in an appropriate format and on a timely basis. GRANTEE shall make available at reasonable times and for reasonable periods

client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its Designees.

4.3 Financial Matters

4.3.1 Grant Budget. With regard to the use of Grant Funds pursuant to this Grant Contract, GRANTEE will immediately review the budget as established in this Grant Contract.

4.3.2 Monthly Request for Reimbursement and Financial Status Report. Grant Funds will be paid on a cost-reimbursement basis. GRANTEE will submit, each month, a request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE for providing services under this Grant Contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this Grant Contract.

The request for reimbursement will be submitted to the OAG in the form and manner approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (a) personnel and fringe benefits, reported separately, (b) professional and consulting services, (c) travel, (d) equipment, (e) supplies, and (f) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may require different or additional supporting documentation at any time.

A request for reimbursement and financial status report are required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

4.3.3 Fiscal Year-End Required Reports. GRANTEE must submit fiscal year-end required reports to the OAG no later than the earlier of (a) twenty (20) calendar days after the end of the Contract Term; or (b) twenty (20) calendar days after the end of each state fiscal year. The year-end reports shall include the following:

- a. Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior State fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.
- b. Equipment Inventory Report.** To the extent the purchase of equipment is authorized under this Grant Contract and GRANTEE purchases equipment with Grant Funds, GRANTEE will submit a report that provides a record of the current inventory of items purchased, disposed of, replaced, or transferred for any equipment that was purchased with Grant Funds ("Equipment Inventory Report").

4.3.4 Single Audit and Annual Independent Financial Audit Reports. GRANTEE shall comply with the following audit reporting requirements as applicable:

- a. GRANTEES that are required to undergo a Single Audit must complete and submit the Single Audit of the complete program and/or organization, and management letter of the audit findings, to the OAG within nine (9) months of the end of the fiscal year of the GRANTEE. The Single Audit must meet both the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR 200, and the Texas Grant Management Standards (TxGMS) requirements. For GRANTEES whose expenditures require the completion of a Single Audit, the submission of an Annual Independent Financial Audit will not satisfy the auditing requirement of this section.
- b. GRANTEES that are required to undergo an Annual Independent Financial Audit (by statute, regulation, or organizational policy) must submit the Annual Independent Financial Audit of the complete program and/or organization, and management letter of the audit findings, if requested by the OAG.
- c. GRANTEES who do not meet the expenditure threshold requiring a Single Audit, and are not required (by statute, regulation, or organizational policy) to complete an Annual Independent Financial Audit, are not required to submit an annual audit to the OAG.

4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Final Invoice.

GRANTEE is responsible for submitting bills in an accurate and timely manner. GRANTEE shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month's expenses, so that they are received by the OAG on or before the twentieth (20th) day of each month, or if the twentieth 20th day falls on a weekend or holiday, the next business day. The OAG will make reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE shall submit a final invoice that must be received by the OAG not later than the earlier of (a) twenty (20) calendar days after the end of the Contract Term; or (b) twenty (20) calendar days after the end of each State fiscal year.

4.3.6 Reimbursement of Actual and Allowable Allocable Costs. The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the Contract Term and is not obligated to reimburse any costs or expenses incurred by GRANTEE outside of the Contract Term. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this Grant Contract.

4.3.7 Refunds and Deductions. If the OAG determines that GRANTEE has been overpaid under this Grant Contract, such as payments made inadvertently or payments made but later determined not to be actual and allowable allocable costs, GRANTEE shall promptly refund that amount identified by the OAG as an overpayment. The OAG, in its sole discretion, may offset and deduct any amount of the overpayment from any amount owed to GRANTEE or may require repayment directly from GRANTEE. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; and Title upon Termination.

GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with Grant Funds under this Grant Contract. GRANTEE shall permanently identify all equipment purchased under this Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request (in addition to the Equipment Inventory Report called for in section 4.3.3(b) above); however, as between the OAG and GRANTEE, title for equipment will remain with GRANTEE.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with Grant Funds under this Grant Contract to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this Grant Contract, it shall use the proceeds to repair or replace said equipment.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG, and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

4.3.10 Debts and Delinquencies. GRANTEE agrees that any payments due under this Grant Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

4.4 Compromising Matters

4.4.1 GRANTEE Policy on Fraud, Waste, or Abuse and OAG Notification. GRANTEE must have a policy in place to prevent, detect, and remedy incidences of fraud, waste, or abuse and provide a copy of the policy to the OAG upon request. In the event of any actual, attempted, or suspected fraud, waste, or abuse of Grant Funds the GRANTEE discovers, the GRANTEE shall notify the OAG within five (5) business days of discovery.

For purposes of this Grant Contract: (i) fraud includes, without limitation, the deliberate misuse or misapplication of Grant Funds; (ii) waste includes, without limitation, the extravagant, careless, or needless expenditure of Grant Funds; and (iii) abuse includes, without limitation, the misuse of one's title, position, or authority to obtain a personal benefit or to attempt to damage another individual. GRANTEE understands that the failure to notify the OAG within the required timeframe of actual, attempted, or suspected fraud, waste, or abuse may result in the termination of this Grant Contract. GRANTEE also agrees to report any actual, attempted, or suspected fraud, waste, or abuse of Grant Funds to the State Auditor's Office pursuant to section 7.5 of this Grant Contract.

4.4.2 Reporting of Data Security Incidents. GRANTEE agrees to notify the OAG of any data security incident that has or may impact GRANTEE's ability to complete the services and deliverables, or otherwise fully perform its responsibilities under this Grant Contract within five (5) business days of discovery. Failure to report in the required timeframe may result in termination of this Grant Contract.

For purposes of this Grant Contract, a data security incident is an event or action that could or does jeopardize the confidentiality, integrity, or availability of information relevant to GRANTEE's participation in the Grant Program.

4.4.3 Conduct Unbecoming. GRANTEE warrants that during the term of this Grant Contract, and in relation to GRANTEE's participation in the Grant Program, neither GRANTEE nor GRANTEE's agents will take any act or make any representation that would constitute an actual or potential conflict of interest with the OAG, reasonably create the appearance of impropriety, bring discredit to the OAG, or be against the interest of the State of Texas. GRANTEE acknowledges that violation of this section may result in termination of this Grant Contract. GRANTEE agrees that exhibiting a lack of good character (for example, without limitation, dishonesty, falsifying records, theft, fraud, abuse of authority, malfeasance, or failure to report unethical or illegal behavior) is prejudicial to the proper use of public funds. GRANTEE certifies that GRANTEE and GRANTEE's agents will perform the duties called for by this Grant Contract in a professional manner, and with the highest degree of integrity, consistent with the purposes of the Grant Program.

4.4.4 Criminal or Civil Indictment, Charges, or Convictions. GRANTEE warrants that neither its principals, agents, nor any other individual involved with the daily operations or oversight of GRANTEE and/or the Grant Funds or services provided under the Grant Program are (a) presently under indictment or otherwise criminally or civilly charged by any governmental entity (federal, state, local, or international) for crimes or offenses related to fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, perjury or making other criminally or civilly liable false statements, receiving stolen property, deceptive trade practices, antitrust violations, data security or privacy violations, or any crime or violation of any kind whatsoever in connection with obtaining, attempting to obtain, or performing a publicly funded transaction or contract (whether by grant, appropriation, or any other funding source at any level of federal, state, or local government), or (b) have been convicted, indicted, or charged with any such offenses, crimes, or violations with the three (3) calendar years preceding the effective date of this Grant Contract. GRANTEE represents and warrants that it will notify the OAG in writing within five (5) business days of any changes to the representations or warranties in this section and understands that failure to so timely update the OAG would be a material breach of this Grant Contract and grounds for termination. Pursuant to sections 4.3.7 and 9.2 of this Grant Contract, any Grant Funds that GRANTEE obtained improperly must be refunded to the OAG (or may be offset by the OAG in its sole discretion), and the OAG may place GRANTEE on a financial hold pending review of any change in circumstances under this section.

SECTION 5. OBLIGATIONS OF THE OAG

5.1 Monitoring. The OAG will monitor GRANTEE to ensure the effective and efficient use of Grant Funds to accomplish the purposes of this Grant Contract.

5.2 Maximum Liability of the OAG. The total amount of this Grant Contract shall not exceed the sum of \$49,500.00. GRANTEE agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of the OAG in excess of the maximum liability set forth in this section of the Grant Contract. Any change to the maximum liability may only be achieved by an amendment to this Grant Contract pursuant to section 12.3 below, and any act, action, or representation by either Party, their agents, or their employees that purports to increase the maximum liability of the OAG is void, unless a written amendment in accordance with section 12.3 is executed by both Parties.

5.3 Limited Reimbursement of GRANTEE Expenses and Approval of Changes. The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this Grant Contract up to the maximum liability set forth above. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates: altering the scope of GRANTEE's participation in the Grant Program; adding funds to previously un-awarded budget categories; changing funds in any awarded budget category by more than ten percent (10%) of the annual budget; and/or adding new line items to any awarded budget category.

However, the OAG reserves the discretionary right to require a formal amendment to this Grant Contract, in accordance with section 12.3 below, for any of the changes referenced in this section 5.3.

5.4 Reimbursement Not Entitlement or Right. Reimbursement under this Grant Contract is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this Grant Contract and all documents incorporated herein by reference.

5.5 Funding Limitation. GRANTEE agrees that funding for this Grant Contract is subject to the actual receipt by the OAG of Grant Funds (state and/or federal) awarded and/or appropriated to the OAG. GRANTEE agrees that, for the purpose of this Grant Contract, the Grant Funds, if any, received from the OAG are limited by the term of each State fiscal biennium and by specific appropriation authority to, and the spending authority of, the OAG. **GRANTEE agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not awarded or appropriated the Grant Funds, or if the OAG does not receive the awarded or appropriated funds for the Grant Program, or if the funds awarded or appropriated to the OAG for the Grant Program are required to be reallocated to fund other State programs or purposes, the OAG is not liable to pay GRANTEE any remaining balance on this Grant Contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, in its sole discretion, terminate this Grant Contract, without recourse, liability or penalty, upon written notice to the other Party at least thirty (30) calendar days before the effective date of such termination.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions, and provisions of this Grant Contract, or if the OAG receives financial reporting which indicates high financial risk, the OAG may, upon written notice to GRANTEE, immediately terminate all or any part of this Grant Contract.

6.2.1 Termination for Failure to Maintain Financial Viability. The OAG may terminate this Grant Contract if, in its sole discretion, the OAG has a good faith belief that GRANTEE no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities, under this Grant Contract.

Upon request, GRANTEE will provide the OAG a copy of any document the OAG deems relevant to determining financial viability.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Contract.

Termination, for any reason, or expiration of this Grant Contract shall not release the Parties from any liability or obligation set forth in this Grant Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Grant Contract: sections 4 (Obligations of GRANTEE), 5 (Obligations of the OAG), 7 (Audit rights; Records Retention), 11 (Additional Terms and Conditions), and 12 (Construction of Grant Contract and Amendments).

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this Grant Contract. GRANTEE shall also maintain any records deemed necessary by the OAG, the OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Grant Contract.

7.2 Records Retention. GRANTEE shall maintain and retain records for a period of seven (7) years after this Grant Contract is terminated or expires, or all issues that arise from any litigation,

claim, negotiation, audit, open records request, administrative review, or other action involving this Grant Contract or related documents are resolved. The records include, but may not be limited to, this Grant Contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under this Grant Contract, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered. The OAG may, in its discretion, direct GRANTEE to retain documents for a longer period of time or transfer certain records to the OAG's custody when it is determined the records possess longer term retention value. GRANTEE must include the substance of this clause in all subcontracts related to this Grant Contract.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit, verify contractually required performances, and establish individual accountability for any action that could potentially cause the generation or modification of, or access to, confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to, and make available copies of, all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its Designees for the purposes of inspecting, examining, or auditing such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or indirectly through a subcontract under this Grant Contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this Grant Contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' advance notice of any such examination or audit.

7.5 State Auditor. In addition to, and without limitation on, the other audit provisions of this Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office ("SAO") may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the SAO, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the SAO in the conduct of the audit or investigation, including providing all records requested.

GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The SAO shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Grant Contract. GRANTEE also represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the SAO.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to the OAG or its Designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as the OAG or its Designees may reasonably require to perform the audits described in this Grant Contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate the proper methods for the delivery of information to the OAG by GRANTEE. The OAG generally requires submission of information via email. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this Grant Contract including, without limitation, semi-annual statistical reports, annual performance reports, financial status reports, requests for reimbursement, Annual Compiled Financial Statement Report, and any other reports, notices or information must be submitted in the manner directed by the OAG. The manner of delivery is subject to change during the Contract Term at the sole discretion of the OAG.

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this Grant Contract, the OAG, in its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase in monitoring visits; require that additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the amount of this Grant Contract; and/or terminate this Grant Contract. The foregoing are not exclusive remedies and the OAG may impose other requirements that the OAG determines are in the best interest of the State of Texas.

9.2 Financial Hold. The OAG may, in its sole discretion, place GRANTEE on a financial hold, immediately and without first requiring a corrective action plan, in the event of any of the following circumstances: failure to comply with submission deadlines for required reports, invoices, or other requested information; indicators of financial risk; conflict(s) or suspected conflict(s) of interest; a change in the circumstances detailed in sections 4.4.3 or 4.4.4 of this Grant Contract; or potential or actual fraud, waste, or abuse. No reimbursements will be processed until all information requested by the OAG is submitted and approved by the OAG. If GRANTEE is placed on financial hold, the OAG, in its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion and with no obligation to require a corrective action plan first, may impose sanctions, including, without limitation, one or more of the following: withholding or suspending funding; offsetting previous reimbursements; requiring repayment; disallowing claims for reimbursement; reducing funding; terminating this Grant Contract; and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the terms and conditions of this Grant Contract. Corrective action plans, financial hold, and/or sanctions do not excuse or operate as a waiver of any failure to comply with this Grant Contract. GRANTEE is charged with full knowledge of all terms, conditions, and other requirements of this Grant Contract and all documents incorporated herein, and ignorance of any terms, conditions, or other requirements referenced in this Grant Contract and all documents incorporated herein shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, and guidelines, including 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this Grant Contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement controls.

10.2 Uniform Grant Management Act, TxGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies, including Texas Government Code, Chapter 783, and the Texas Grant Management Standards (TxGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, which are incorporated herein by reference, including, without limitation, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual Single Audit certification, compliance with

annual independent financial audit filing requirement, return of Grant Funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE. GRANTEE shall also follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Contract.

10.4 Dealings with Public Servants; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. Further, GRANTEE represents and warrants that in the administration of Grant Funds, it will comply with all conflict of interest prohibitions and disclosure requirements required by any applicable laws, rules, and policies, including Chapter 176 of the Texas Local Government Code. GRANTEE will establish safeguards to prohibit its principals, employees, and other agents from using their positions for a purpose that constitutes, or presents the appearance of, a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential, or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose to the OAG, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract or other change in circumstances relevant to this section 10.4.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits, and authorizations necessary to perform the responsibilities of this Grant Contract and currently is, and will remain, in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts, and federal governmental bodies related to GRANTEE's right to operate and/or conduct business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinances or state or federal laws.

10.6 Does Not Boycott Israel. To the extent required by Texas Government Code Section 2271.002, GRANTEE represents and warrants that neither GRANTEE, nor any subcontractor, assignee, or subrecipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the Contract Term. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor, assignee, or subrecipient. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Section 808.001(1).

10.7 Law Enforcement Agency Grant Restriction. To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01, of the General Appropriations Act during the Contract Term, funds may only be expended under this Grant Contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law Enforcement has certified that GRANTEE is in the process of achieving compliance. This requirement applies to all applicable subawards and must be present in applicable subaward contracts.

10.8 Restriction on Abortion Funding. GRANTEE acknowledges that, under article IX, section 6.24, of the General Appropriations Act during the Contract Term, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

10.9 Restriction on Use of Public Money to Facilitate or Provide Gender Transition Therapies to Children. GRANTEE acknowledges that, under Texas Health and Safety Code Section 161.704 public money may not be used to directly or indirectly provide or facilitate the provision of a procedure or treatment to a child that is prohibited under Texas Health and Safety Code Section 161.702 and is not exempted under Texas Health and Safety Code Section 161.703.

10.10 Restriction on Immigration Services. GRANTEE shall not use any Grant Funds for the provision of assistance with immigration related services (including, without limitation, any time spent by employees that is invoiced to the OAG for reimbursement under this Grant Contract). GRANTEE represents and warrants that the OAG's payments to GRANTEE and GRANTEE's receipt of Grant Funds under this Grant Contract, or other awarded or appropriated funds related to the Grant Program, shall not be used for immigration related services. Failure to comply with this section 10.10 would be a material breach of this Grant Contract and grounds for termination. Pursuant to section 4.3.7 of this Grant Contract, any Grant Funds that GRANTEE obtained improperly must be refunded to the OAG (or may be offset by the OAG in its sole discretion).

SECTION 11. ADDITIONAL TERMS AND CONDITIONS

11.1 Indemnification. GRANTEE and/or contractors or subcontractors, as applicable, are responsible for all types of claims whatsoever due to actions or performance under this Grant Contract, including, without limitation, the use of automobiles or other transportation, by its owners, incorporators, officers, directors, employees, volunteers or any third parties. TO THE EXTENT PERMISSIBLE UNDER THE TEXAS CONSTITUTION AND LAWS PROMULGATED THEREUNDER, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OAG AND THE STATE OF TEXAS, AND/OR THEIR

OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OAG. GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OAG. THE OAG AND GRANTEE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG or the Attorney General of the State of Texas, directly or indirectly, nor may GRANTEE authorize anyone else to do so, in any media release, public service announcement, or public service disclosure relating to this Grant Contract or GRANTEE's participation in the Grant Program, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act (Texas Government Code Chapters 551 and 552, respectively).

11.3 Intellectual Property. GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property, developed or produced, wholly or partially, using funds obtained under this Grant Contract, subject to an unrestricted, royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted to the OAG by GRANTEE, or, where applicable, the State of Texas or the United States Government if federal funds are expended. GRANTEE hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use such material and intellectual property (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion.

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any are authorized by the OAG) all rights and data necessary to fulfill the GRANTEE's obligations to the OAG under this Grant Contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, GRANTEE shall promptly bring such refusal to the attention of the OAG Grant Manager for this Grant Contract and not proceed with the agreement in question without further authorization from the OAG Grants Administration Division.

11.4 Program Income. Gross income directly generated from Grant Funds through a project or activity performed under this Grant Contract is considered "Program Income." Unless otherwise required under the terms of this Grant Contract, any Program Income shall be used by GRANTEE to further the program objectives of the project or activity under this Grant Contract, and the Program Income shall be spent on the same project or activity in which it was generated.

GRANTEE shall identify and report this Program Income in accordance with the OAG's reporting instructions. GRANTEE must expend Program Income during the Contract Term, and any Program Income not expended during the Contract Term must be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this Grant Contract to replace or substitute existing funding from other sources that also support the activities that are the subject of this Grant Contract.

11.6 No Solicitation or Receipt of Funds on Behalf of the OAG. It is expressly agreed that any solicitation for, or receipt of, funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for, or receipt of, funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of the OAG; and GRANTEE's Oversight Responsibilities. GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this Grant Contract without the prior written approval of the OAG. The OAG shall maintain complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this Grant Contract, and the OAG may withhold its approval for any reason or no reason. Any attempted subcontracting, assignment, or delegation in violation of this provision will be void and without effect.

In the event the OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Grant Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Contract and that the OAG shall not be liable in any manner to GRANTEE's contractor(s)/subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that its contractor(s)/subcontractor(s) perform in accordance with the terms, conditions, and specifications of their contracts, subcontracts, or purchase orders.

11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this Grant Contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 Merging Entities. If GRANTEE merges with an organization that is currently receiving grant funds for the same purpose directly from the OAG (an "eligible organization"), and the merger is completed during the Contract Term, then the standing organization may seek reimbursement for the remaining OAG funding of the dissolving organization in addition to the standing organization's current funding.

If GRANTEE merges with, or is absorbed by, an organization that is not an eligible organization, GRANTEE's Grant Contract will terminate upon the effective date of the merger transaction, and the standing organization may not seek the funding of the dissolving organization for the current grant period.

11.10 No Waiver of Sovereign Immunity. The Parties expressly agree that no provision of this Grant Contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.11 Governing Law; Venue. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law provisions, including any disputes that cannot be resolved in the ordinary course of business.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively “litigation”) arising out of or in any way relating to this Grant Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action, or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

11.12 U.S. Department of Homeland Security’s E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security’s E-Verify system to determine the eligibility of any new employee hired during the Contract Term who will be working on any matter covered by this Grant Contract.

11.13 Limitation on Civil Legal Services Providers. If GRANTEE is a provider of civil legal services to victims of crime, and if the purpose of the Grant Funds is to provide legal services to victims of crime, GRANTEE shall comply with the following:

11.13.1 Services to Indigent Clients. GRANTEE shall provide victim-related civil legal services directly to indigent victims, indigent immediate family members of indigent victims, or other authorized indigent claimants. “Indigent” means an individual who earns not more than 187 ½% of the federal poverty guidelines published by the United States Department of Health and Human Services. Victims, immediate family members of victims, and other authorized claimants are defined in Article 56A.001 of the Texas Code of Criminal Procedure.

11.13.2 Eligibility Screening. GRANTEE shall conduct eligibility screening for each individual seeking victim-related civil legal services. GRANTEE agrees to use the intake screening form supplied by the OAG. A copy of all intake screening forms shall be maintained by GRANTEE in a central location and shall be made available to the OAG or any party the OAG determines should have access to these documents at any reasonable time.

11.13.3 No Cases Resulting in Fees. Grant Funds to organizations to provide legal services to the victims of crime, immediate family members, or other authorized claimants in civil matters

shall not be used for any case or matter that, if undertaken on behalf of an indigent person by an attorney in private practice, might reasonably be expected to result in payment of a fee for legal services from an award to a client from public funds, or from the opposing party.

The above provisions may not be applicable in any case where GRANTEE determines, in good faith, that (a) the indigent person seeking legal assistance has made reasonable efforts to obtain the services of an attorney in private practice for the particular matter (including contacting attorneys in private practice in the county of residence of the indigent person who normally accept cases of a similar nature), and (b) has been unable to obtain such services because the potential fee is inadequate, is likely to be uncollectible, would substantially consume any recovery by the client, or because of any other reason the GRANTEE believes prevents the client from obtaining the services of a private attorney.

11.13.4 Other Restrictions. Grant Funds shall not be used to directly fund lobbying for or against any candidate or issue; class action suits against any party; or other lawsuits causes of action, defenses, or claims against governmental entities except as specifically provided below.

Grant Funds may be used to support a lawsuit brought by an individual, solely on behalf of the individual or the individual's dependent or ward, to compel a governmental entity to provide benefits that the individual or the individual's dependent or ward is expressly eligible to receive, by statute or regulation, including social security benefits, temporary assistance to needy families, financial assistance under Chapter 31, Texas Human Resources Code, Supplemental Nutrition Assistance Program or food stamps, special education for persons with disabilities, Medicare, Medicaid, subsidized or public housing, and other economic, shelter or medical benefits provided by a government entity directly to an indigent individual, but not to support a claim for actual or punitive damages.

Grant Funds shall not be used to support any legal action seeking to establish, obtain or appeal Compensation for Crime Victims payments as administered by the OAG.

11.13.5 Cooperation and Collaboration. GRANTEE will cooperate and collaborate in its service areas with (a) all other organizations providing civil legal services to the indigent, (b) the local organized bar association, (c) relevant social and human service organizations, (d) relevant governmental agencies, and (e) other organizations that specifically provide victim-related services.

11.13.6 Professional Conduct. In accepting and pursuing matters for clients, GRANTEE shall adhere to the Texas Disciplinary Rules of Professional Conduct, the Texas Rules of Disciplinary Procedure, and any other code or rules of professional responsibility adopted by the State of Texas for attorneys, paralegals, or other legal services providers. GRANTEE should exercise reasonably prudent judgment and consider all relevant factors, including the legal merits and the economic and practical value, of the matter in providing legal services.

11.13.7 Retainer Agreements and Private Referrals. Except for matters involving limited advice and brief services (e.g., clinics, hotlines, and similar services), GRANTEE shall execute a written retainer agreement/contract, or letter of engagement, containing appropriate provisions for withdrawal of representation, with each client who receives legal services from GRANTEE. For cases that are referred by GRANTEE to a private attorney, GRANTEE shall make available to the accepting attorney a standard form retainer agreement/contract which may be modified based on the agreement reached between the attorney and client.

The OAG, in its sole discretion, may further limit, authorize or define the scope of permitted legal services offered by the GRANTEE during the Contract Term.

11.14 Business with Iran, Sudan, or Terrorist Organizations. GRANTEE hereby represents and warrants that it does not, and shall not during the Contract Term, engage in any business operations, including but not limited to acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce with Iran, Sudan or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

11.15 No Use of Grant Funds for Lobbying. GRANTEE shall not use any Grant Funds provided by the OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office. GRANTEE represents and warrants that the OAG's payments to GRANTEE and GRANTEE's receipt of appropriated or other funds under this Grant Contract or Grant Program are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

11.16 Child Support Obligation Affirmation. Under Section 231.006 of the Texas Family Code, GRANTEE certifies that it is not ineligible to receive the specified Grant Funds and hereby acknowledges that this Grant Contract may be terminated and payment withheld if this certification is inaccurate. GRANTEE also represents and warrants that it will include the following clause in the award documents for any subrecipients, contractors, or subcontractors who may receive Grant Funds indirectly through this Grant Contract and require their certification accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract or award may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) of the business entity submitting the bid or application."

11.17 Dispute Resolution Process. To the extent applicable, the dispute resolution process provided for in Chapter 2009 of the Texas Government Code (for disputes between governmental bodies) and Chapter 2260 of the Texas Government Code (for disputes involving a non-governmental body) shall be used to resolve any dispute arising under this Grant Contract, including specifically any alleged breach of this Grant Contract by the OAG.

11.18 Excluded Parties. GRANTEE certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,” published by the United States Department of the Treasury, Office of Foreign Assets Control.

11.19 Executive Head of a State Agency Affirmation. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, GRANTEE certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four (4) years before the date of this Grant Contract or grant was the executive head of the OAG, or (3) a person who employs a current or former executive head of the OAG.

11.20 Political Polling Prohibition. GRANTEE represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

11.21 Financial Participation Prohibited Affirmation. Under Section 2155.004(b) of the Texas Government Code, GRANTEE certifies that it is not ineligible to receive this specified Grant Contract or Grant Funds and acknowledges that this Grant Contract may be terminated and all payments withheld if this certification is inaccurate.

11.22 Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, the GRANTEE certifies it is not ineligible to receive this Grant Contract or Grant Funds and acknowledges that this Grant Contract may be terminated and all payments withheld if this certification is inaccurate.

11.23 Prior Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the GRANTEE certifies that it is not ineligible to receive this Grant Contract or Grant Funds and acknowledges that this Grant Contract may be terminated and all payments withheld if this certification is inaccurate.

11.24 Cybersecurity Training Program. All GRANTEES must complete a cybersecurity training. If the GRANTEE has access to any State or local government computer system or database, GRANTEE shall complete cybersecurity training and verify completion of the training program to the OAG pursuant to and in accordance with Section 2054.5192 or 2054.5191, as applicable, of the Government Code.

11.25 Debarment and Suspension. GRANTEE certifies that it and its principals are not suspended or debarred from doing business with the State or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

11.26 Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations. GRANTEE represents and warrants that it will comply with

Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

11.27 Legal Authority. GRANTEE represents that it possesses legal authority to apply for Grant Funds and to participate in the Grant Program. A resolution, motion, or similar action has been duly adopted or passed as an official act of the GRANTEE's governing body, authorizing the filing of the Grant Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of GRANTEE to act in connection with this Grant Contract and to provide such additional information as may be required.

11.28 Limitations on Grants to Units of Local Government. GRANTEE acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- a. Parts 2 and 3 of the Texas General Appropriations Act, article IX, except there is no requirement for increased salaries for local government employees;
- b. Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- c. Sections 2113.012 and 2113.101 of the Texas Government Code

11.29 Open Meetings. If the GRANTEE is a governmental entity, GRANTEE represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

11.30 Public Camping Ban. GRANTEE certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code Section 364.003. If GRANTEE is currently being sued under the provisions of Local Government Code Section 364.003, or is sued under that Section at any point during the duration of the Contract Term, GRANTEE must immediately disclose the lawsuit and its current posture to the OAG.

11.31 Disaster Recovery Plan. Upon request of the OAG, GRANTEE shall provide the descriptions of its business continuity and disaster recovery plans.

11.32 Discrimination Prohibited. To the extent applicable, in accordance with Section 2105.004 of the Texas Government Code, GRANTEE represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

11.33 Force Majeure. Neither GRANTEE nor the OAG shall be liable to the other Party for any delay in, or failure of performance of, any requirement included in this Grant Contract caused by force majeure. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation systems, epidemics or pandemics, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and/or which, by the exercise of all reasonable due diligence, such Party is unable to overcome. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform as quickly as possible.

11.34 COVID-19 Documentation. Pursuant to Texas Health and Safety Code, Section 161.0085, a business in Texas may not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business. To the extent applicable, GRANTEE represents and warrants that it is in compliance with Texas Health and Safety Code, Section 161.0085 and is eligible, pursuant to that Section, to receive a grant or otherwise enter into a contract payable with State funds.

11.35 Independent Contractors. GRANTEE expressly agrees that it is an independent contractor. Under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a State of Texas employee, agent, servant, partner of, or part of any joint venture or joint enterprise with, the OAG or the State of Texas by virtue of this Grant Contract or their performance hereunder. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE (if any) will also be deemed an independent contractor and will not be considered or permitted to be an agent, servant, partner of, or part of any joint venture or joint enterprise with, the OAG or the State of Texas by virtue of this Grant Contract.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or, if applicable, any of GRANTEE's contractors/subcontractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors/subcontractors. GRANTEE or GRANTEE's contractors/subcontractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

11.36 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. In participating in the Grant Program, the GRANTEE:

- a. represents and warrants that GRANTEE neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described herein; and

b. certifies that, if GRANTEE learns or GRANTEE is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described herein, it will immediately stop any further obligations of Grant Funds, will provide prompt written notification to the OAG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the OAG.

11.37 Disclosure of Prior State Employment. In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, GRANTEE certifies that it does not employ an individual who has been employed by the OAG or another agency at any time during the two (2) years preceding the submission of the Grant Application or, in the alternative, GRANTEE has disclosed in its Grant Application the following: (i) the nature of the previous employment with the OAG or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

11.38 Former Agency Employees. GRANTEE represents and warrants that none of its employees including, but not limited to, those authorized to provide services under this Grant Contract, were former employees of the OAG during the twelve (12) month period immediately prior to the date of execution of this Grant Contract.

11.39 Executive Order GA-55 Prohibiting All Forms of Race Discrimination. GRANTEE certifies that it will comply with the color-blind guarantee of both the Texas and United States Constitutions by ensuring, without limitation, that all GRANTEE rules, policies, employment practices, communications, curricula, services provided, use of Grant Funds, participation in the Grant Program, and any other organizational actions, treat people equally, regardless of race.

SECTION 12. CONSTRUCTION OF THIS GRANT CONTRACT AND AMENDMENTS

12.1 Construction of this Grant Contract. The provisions of section 1 above are intended to be a general introduction to this Grant Contract. To the extent the terms and conditions of this Grant Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations, and purposes of this Grant Contract.

12.2 Entire Agreement, Including All Exhibits, and Order of Precedence. This Grant Contract, including all exhibits (if any) and documents incorporated by reference, reflects the entire agreement between the Parties with respect to the Grant Program and Grant Funds, and there are no other representations (verbal or written), directives, guidance, assistance, understandings, or agreements between the Parties related to the Grant Program or Grant Funds. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits (if any) and documents incorporated by reference. In the event of a conflict between the provisions of this Grant Contract document, the OAG's Application

Kit, and the GRANTEE's Grant Application, the following order of precedence applies: (1) this Grant Contract document, (2) the OAG's Application Kit, and (3) GRANTEE's Grant Application.

12.3 Amendment. This Grant Contract shall not be modified or amended except in writing, signed by authorized representatives of both Parties. Any properly executed amendment of this Grant Contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Severability and Partial Invalidity. If any term or provision of this Grant Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. It is the intent and agreement of the Parties to this Grant Contract that this Grant Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal, and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal, and enforceable and that achieves the same objective. All other provisions of this Grant Contract will continue in full force and effect.

12.5 No Implied Waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Grant Contract shall constitute a consent to, or waiver of, any breach or default in the performance of any obligation of this Grant Contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are executing and performing this Grant Contract only in their official capacities.

12.7 Signature Authority. The undersigned represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective Parties.

12.8 False Statements. GRANTEE agrees and acknowledges that if GRANTEE signs this Grant Contract with a false statement or it is subsequently determined that GRANTEE has violated any of the representations, warranties, guarantees, certifications, or affirmations included in this Grant Contract, or any documents submitted in connection with this Grant Contract, then GRANTEE will have breached this Grant Contract and the OAG may exercise any of its rights associated with such circumstances including, without limitation, termination of this Grant Contract for cause.

SIGNATURE PAGE FOLLOWS



FLEET DEPARTMENT SERVICE AGREEMENT - TIRES

VENDOR INFORMATION			
VENDOR NAME:	T & W Tire Llc		
ADDRESS:	403 e. expressway 83		
CITY, STATE & ZIP	Pharr, TX 78577		
BUSINESS PHONE NUMBER:	956-283-8887		
PLEASE LIST CO-OP IF YOU ARE A MEMBER:	Texas Buy Board Contract	contract# 729-24	Exp. date 02/28/2027
CONTACT PERSON:	Edward Guerrero Casandra DeLeon Steve DeLaGarza		
EMAIL:	eguerreiro@tandwtire.com		cell # 956-607-9696

TIRE & FOAM-FILL PRICE LIST				
SIZE	PLY	DESCRIPTION	PRICE:	FOAM FILL
265/70R17	115T	FIRESTONE DESTINATION LE3	\$	
LT265/70R17	10	FIRESTONE TRANSFORCE HT2	\$	
225/75R15	102T	FS DESTINATION LE3	\$	
LT245/75R17	10	FIRESTONE TRANSFORCE HT2	\$	
LT245/75R16	10	FIRESTONE TRANSFORCE HT2	\$	
LT235/85R16	10	FIRESTONE TRANSFORCE HT2	\$	
205/60R16	92H	FIRESTONE ALL SEASON	\$	
P235/55R17	98W	FIRESTONE FIREHAWK PURSUIT	\$	
P265/60R17	108V	FIRESTONE FIREHAWK PURSUIT	\$	
275/55R20	113V	FIRESTONE FIREHAWK PURSUIT	\$	
LT265/75R16	10	FIRESTONE TRANSFORCE HT2	\$	
225/60R18	99W	FIRESTONE FIREHAWK PURSUIT	\$	
11R22.5	14	HANKOOK AH37 AP HIGHWAY	\$	\$
315/80R22.5	20	HANKOOK AM09+ C&C A/P	\$	\$
12R22.5	16	HANKOOK AH37 AP HIGHWAY	\$	\$
DELIVERY FEE:	☐ Included in price	COST FOR FOAM FILL:	TERMS: One year agreement to begin on 10/01/26 and end on 09/30/27.	
no delivery fee.	☐ Additional Charge	foam fill not available		
ADDITIONAL SERVICES:				
Wheel alignments	\$ 90.00 in house passenger \$105 mobile alignment Li			
Tire Balancing	\$ 25.00 passenger \$50.00 commercial			
Suspension repairs	\$ 105.00 per hour			

Edward Guerrero
SIGNATURE

09/10/2026
Date: 09/10/26

Edward Guerrero
PRINTED NAME



T & W TIRE - PHARR
403 EAST EXPRESSWAY 83

PHARR, TX 78577

956/283-8887

REMIT TO:
T & W TIRE
P.O. BOX 258859
OKC, OK 73125-8859

ESTIMATE #: 137436

PAGE: 1

CUSTOMER: CITY OF MISSION

2111232 FACILITIES/FLEET DEPT
609 S CANAL RD
MISSION, TX 78572

BUSINESS: 956/580-8658 0

SALESMAN: 12006

ESTIMATE DATE: 09/10/26

DUE: 10/10/26

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
265/70R17 GEN GRABBER H/T 115T GE04493570000		1	139.23		139.23
LT265/70R17(E) GEN GRABBER H/T 1 GE04493590000		1	187.17		187.17
LT245/75R17(E) GEN GRABBER H/T 1 GE04493540000		1	178.24		178.24
LT245/75R16(E) GEN GRABBER H/T 1 GE04493420000		1	156.57		156.57
LT235/85R16(E) GEN GRABBER HTS60 GE04505080000		1	189.00		189.00
205/60R16 GEN ALTIMAX RT45 92H GE15576190000		1	87.97		87.97
235/55ZR17 GEN G-MAX JUSTICE 99W GE15553940000		1	126.27		126.27
P265/60R17 GEN G-MAX JUSTICE 108 GE15553960000		1	136.62		136.62
275/55R20 GEN G-MAX JUSTICE 113V GE15590810000		1	161.60		161.60
LT265/75R16(E) GEN GRABBER H/T 1 GE04493480000		1	176.71		176.71
225/60ZR18 GEN G-MAX JUSTICE GE15553920000		1	129.38		129.38
11R225(H) HANKOOK AH37 HA3002163		1	327.22	29.39	356.61
315/80R225(L) HANKOOK AM09+ HA3002789		1	493.34	61.43	554.77
12R225(H) HANKOOK AH37 HA3002449		1	436.36	36.76	473.12
ALL TIRES QUOTED ARE GENERAL TIRES WHICH ARE COMPARABLE, IF NOT BETTER THAN FIRESTONE, ESPECIALLY THE PURSUIT TIRES. HAVE A LONGER TREAD LIFE AND 18% BETTER PERFORMANCE IN WET AND DRY SITUATIONS. LIGHT TRUCK AND PASSENGER TIRES ARE PROVEN TO BE MORE EFFECTIVE IN ALL KINDS OF WORKING CONDITIONS.					
MERCHANDISE:					2925.68
F.E.T.:					127.58



T & W TIRE - PHARR

ESTIMATE #: 137436

PAGE: 2

CUSTOMER: CITY OF MISSION

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
ESTIMATE TOTAL: 3053.26					
*****THIS IS NOT AN INVOICE*****					
*****DO NOT PAY FROM THIS FORM*****					
labor warranty 30 days or 3,000 miles and parts warranty 12 months or 12,000 miles what ever occurs first.					



Vendor Contract Information Summary

Item 25.

Vendor T & W Tire
Contact Ryan Woodard
Phone 405-590-0862
Email rwoodard@tandwtire.com
TIN 73-1290906
Address Line 1 25 N. Council Rd.
Vendor City Oklahoma City
Vendor Zip 73148
Vendor State OK
Vendor Country USA
Delivery Days 10
Freight Terms FOB Destination
Payment Terms Net 10th
Shipping Terms Freight prepaid by vendor and added to invoice
Ship Via Common Carrier
Designated Dealer No
EDGAR Received Yes
Service-disabled Veteran Owned No
Minority Owned No
Women Owned No
National No
No Foreign Terrorist Orgs Yes
No Israel Boycott Yes
MWBE No
ESCs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 20
States Kansas, Louisiana, Missouri, Oklahoma, Texas
Contract Name Tires, Tubes, Supplies and Equipment
Contract No. 729-24
Effective 03/01/2024
Expiration 02/28/2027
Accepts RFQs Yes
Quote Reference Number T&WTire2024



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 13, 2026
PRESENTED BY: Jesse Mares, Facilities & Fleet Manager
AGENDA ITEM: Discussion and possible action on matters related to the approval to include Barrera's Supply Co. to the previously approved list of vendors with pre-negotiated service agreements establishing hourly labor rates and parts markups for as-needed repairs to City fleet vehicles and specialized equipment during Fiscal Year 2026–2027- Mares

NATURE OF REQUEST:

Staff is requesting approval to include Barrera's Supply Co. to the previously approved list of vendors with pre-negotiated service agreements establishing hourly labor rates and parts markups for repairs to City fleet vehicles and specialized equipment during Fiscal Year 2026–2027, beginning October 1, 2026, and ending September 30, 2027.

Services and parts will be obtained on an as-needed basis according to operational requirements, vendor capabilities and availability, the approved rate schedules, and the availability of budgeted funds. Approval of the agreements does not guarantee any vendor a minimum amount of work or exempt individual purchases from applicable procurement requirements.

When a specific repair is necessary because of unforeseen damage to public machinery or equipment, the City may process that procurement under Texas Local Government Code §252.022(a)(3), subject to appropriate justification and documentation. Other repairs and purchases will be processed under the City's Purchasing Policy and other applicable procurement requirements.

BUGETED: Yes **FUND:** General **ACCT. #:** 01-416-34494

BUDGET: \$225,000 **EST. COST:** **CURRENT BUDGET BALANCE:**

BID AMOUNT:

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: None

City Manager's Recommendation: Approval JP7

RECORD OF VOTE: **APPROVED:**

DISAPPROVED:

TABLED:

AYES

NAYS

DISSENTING

To: Carmen Rodriguez <mcrodriguez@missiontexas.us>
and Staff:
City of Mission - Facilities/Fleet Dept.
Tel: (956) 584-4327



Item 26.

From: Sam O. Olivarez <soolivarez@ebsci.com>

Barrera's Supply Co., Inc.



500 North Conway
Mission, TX 78572-5356
Tel-956-585-1661
Fax-956-585-4885
soolivarez@ebsci.com

Sam O Olivarez, Technical Sales

Subject: working with "fluid power"

Thank you for letting me meet with you in your office last week.

After our discussion, I put together some information about "fluid power"(in general, and hose & fittings in particular – see attached article titled "Hydraulic Hose vs. Industrial Hose...") and some thoughts that BSCI (Barrera's Supply) has learned over the last 50+years – about the time that we dedicated a portion of our building as a "hose department".

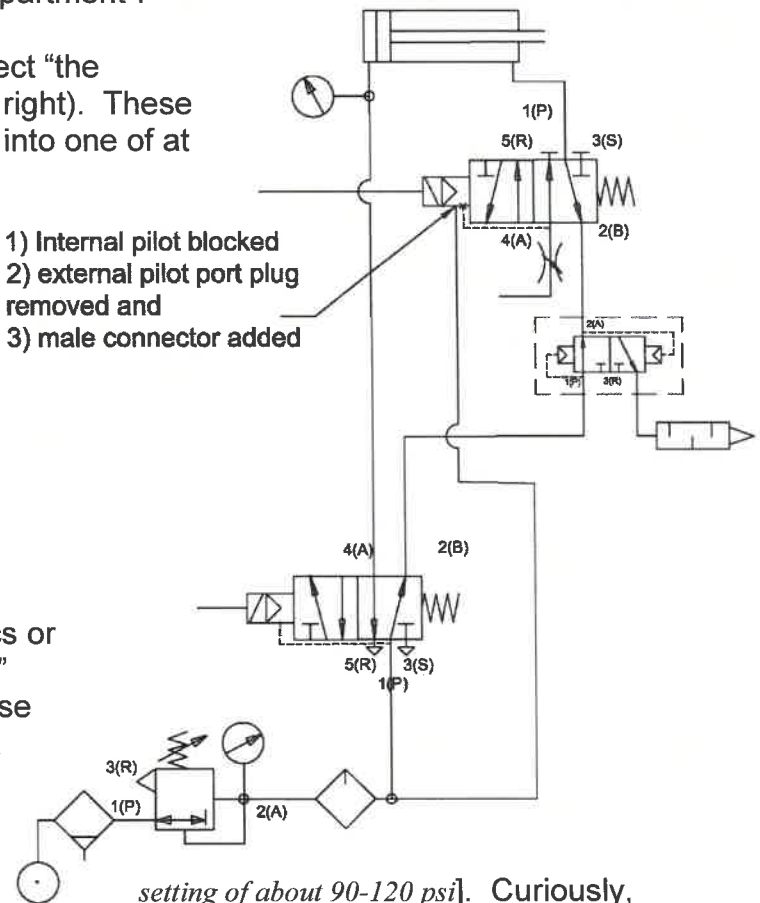
Usually, "hose" and/or "tubing" are used to connect "the COMPONENTS in a circuit (as illustrated on the right). These "schematics" (schematic drawing) can usually fit into one of at least three categories:

category	examples
1) circuit"	lines, intersections, other
2) users of the fluid: , direction	cylinders or motors valves, pilots, spring
3) controlling	
4) general controlling Others	flow, check, silencers
5) preparation	filters, lubricators, regulators, gauges
6) annotations	Port number(s), etc

When working with Fluid Power (either hydraulics or pneumatics), components work "under pressure" a.k.a. PSI – Pounds per Square Inch. In the case of "hydraulics" this is usually accomplished via a liquid [*probably a petroleum base*] fluid – whose pressure can range up to 3,000 psi and in the case of "pneumatics", this fluid is in the gaseous state [*like compressed air - usually at a "compressed air" retains "water vapor when compressed" and this can "rust out" any metal which it touches!*]

setting of about 90-120 psi]. Curiously,

When the hydraulic fluid is "leaking" in the liquid state, this can be messy and annoying; and, when the pneumatic fluid (is in the gaseous state), the leak(s) can maybe be heard as a "hiss" or seen as a vapor.



This “fluid” is transferred from one part of the circuit’s components to another via piping or tubing. It is these “transfer” components about which BSCI’s “Hose Department” specializes. (Entrance at the alley of 500 N Conway and Rafael Ramirez (5th) Street.

Item 26.



Hose Department →



Barrera's Supply Co., Inc.

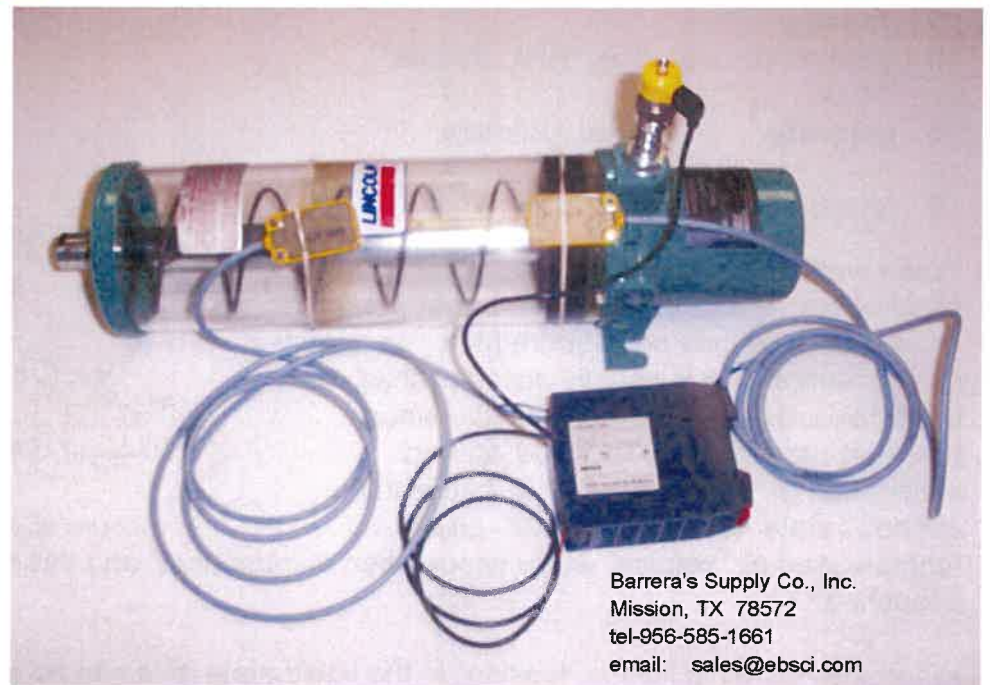
1918 **100** 2018
Centennial

500 N. Conway Mission, TX 78572
tel-956-585-1661 email: sales@ebsci.com



Besides Hose & Fittings, BSCI is also an authorized distributor for Lincoln Lubrication and has put together systems for providing grease or oil to automatically keep a piece of equipment lubricated.

It is assumed that one of the areas of responsibility for which The City of Mission's Facilities and Fleet operations is probably charged with the responsibility to make sure that some of the city's equipment is properly and periodically lubricated.

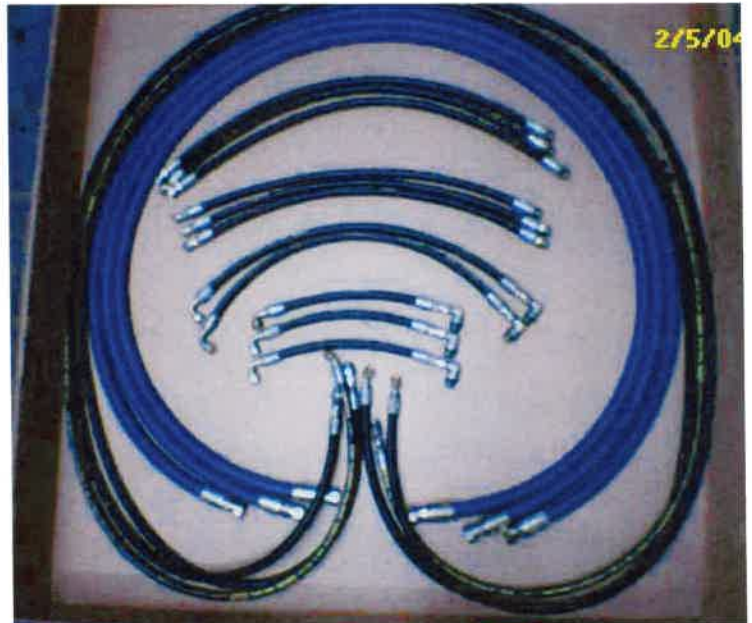


As the photos on the previous page and this page illustrate, BSCI also has the capacity to design and assemble complete circuits for pneumatic systems in particular and hydraulic system in general. Item 26.

This photo (on the left) shows a 5-gallon bucket installed as part of a “pressure primer” that BSCI designed for a local maquila. The contents of the grease bucket can be any viscosity (flow) and can be discharged as needed.

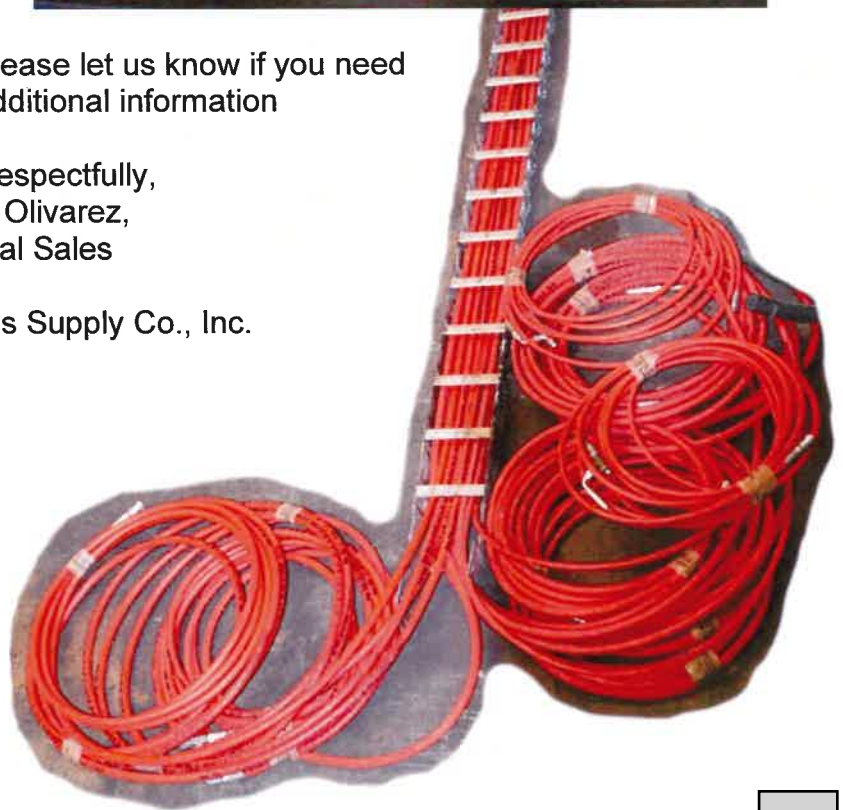
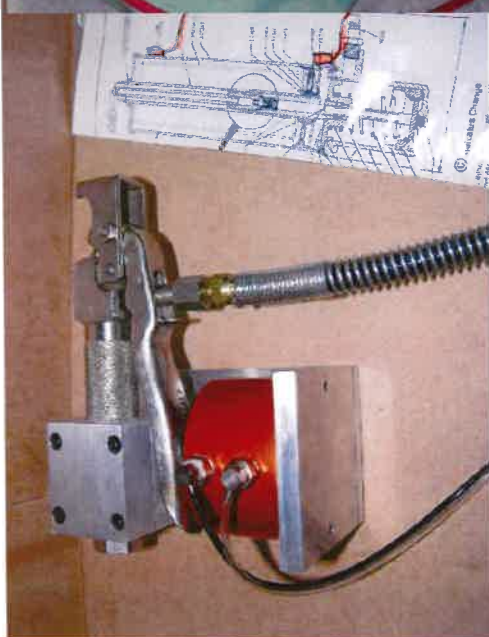
BSCI can work with you and/or the City of Mission Facilities and/or Fleet operation (or maybe the engineering department) to determine if this delivery system should be appropriate for a permanent installation, and whether it should be either manual or mechanically operated (maybe via an automated system – see below).

The “ORANGE” hose illustrated below, is “Electrical Non-Conductive” and is often required for equipment (booms) used on or around “High-Voltage” power lines. These hoses are “non-wire” braid or spiral re-enforced.



Please let us know if you need additional information

Respectfully,
Sam O. Olivarez,
Technical Sales
BSCI
Barrera's Supply Co., Inc.





Qty	Unit	PART NUMBER	DESCRIPTION	Price	Total
1		16 FTX-S	Male Conn.		11.80

Qty	U/M	Part Number	Descr	Price	Tt
1	ea	16FTX-S	Male Connector		11.80

1		101434-4			13.08
1		BH2-60			41.07

Qty	U/M	Part Number	Descr	Price	Tt
1	ea	10143-4-4	Male Coupler		13.08
1	Ea	BH2-60	Quick Coupler		41.07

		Hose Assy.		
1		487TC-8		93.35
		x 10143-12-8		
		x 10643-8-8		
		x 63"		

Qty	U/M	Part Number	Descr	Price	Tt
		Hose Assy			
1		487TC-8	hose		93.35
		x 10143-12-8	end#1		
		x 10643-8-8	end#2		
		x 63"8	length		

1		12F650X-S Straight conn.	<81.24	
1		12C50X-S E	25.20	
1		12HTX-S	13.59	
2		10643-12-12 Krimped	26.77	53.54

Qty	U/M	Part Number	Descr	Price	Tt
1		12F650X-S	Straight Connector		81.24
1		12C50X-S	E		25.20
1		12HTX-S			13.59
2		10643-12-12	Krimped	26.77	53.54

Qty	Unit	PART NUMBER	DESCRIPTION	Net Price	Net Total
1		9008-06-06 Adapter			17.94
1		3/8 DD-S Elbow			13.86

Qty	U/M	Part Number	Descr	Price	Tt
1		9008-06-06	Adapter		47.94
1		3/8 DD-S	Elbow		13.86

Qty	Unit	PART NUMBER	DESCRIPTION	Price	Total
1		216P-12	Hex Nipple		22.94
10		2-007	O-Rings	.35	3.50

Qty	U/M	Part Number	Descr	Price	Tt
1		216P-12	Hex Nipple 3/4" npt		22.94
10		2-007	O-Rings	.35	3.50

2		ES12HB	Silencer	13.63	27.26
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Qty	U/M	Part Number	Descr	Price	Tt
2		ES12HB		13.63	27.26

Qty	Unit	PART NUMBER	DESCRIPTION	Price	Total
1		919-10			274.18
		x 10691N-10-10			
		x 10691N-10-10			
		x 10 ft			
2		10PNTX-S	Plugs	6.91	13.82
					288.00

Qty	U/M	Part Number	Descr	Price	Tt
1		919-10	Hose 5/8		274.18
		x 10691N-10-10	End #1		
		x 10691N-10-10	End #2		
		x 10 ft	length		
2		10PNTX-S	Plugs	6.91	13.82
					288.00

Qty	Unit	PART NUMBER	DESCRIPTION	Net Price	Net Total
1		6F50XS	Adapter		4.40

Qty	U/M	Part Number	Descr	Price	Tt
1		6F50X-S	3/8 flare x O-ring Adapter		4.40

Qty	Unit	PART NUMBER	DESCRIPTION	Price	Total
1		16 FTX-S	Male Conn.		11.80

Qty	U/M	Part Number	Descr	Price	Tt
1	ea	16FTX-S	Male Conn		11.80

1		10143-4-4			13.08
1		BH2-60			41.07

Qty	U/M	Part Number	Descr	Price	Tt
1	ea	10143-4-4	Male Coupler		13.08
1	Ea	BH2-60	Quick Coupler		41.07

1		Hose Assy. 487TC-8 x 10143-12-8 x 10643-8-8 x 63"			93.35
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Qty	U/M	Part Number	Descr	Price	Tt
		Hose Assy			
1		487TC-8	hose		93.35
		x 10143-12-8	end#1		
		x 10643-8-8	end#2		
		x 63"	length		

1		12 F650V-S Straight Conn.			<81.24
1		12 C50X-S E			25.20
1		12 HTX-S			13.59
2		10643-12-12 Krimged 26"			53.54



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Qty	U/M	Part Number	Descr	Price	Tt
1		12F650X-S	Straight Connector		81.24
1		12C50X-S	E		25.20
1		12HTX-S			13.59
2		10643-12-12	Krimped	26.77	53.54

Qty	Unit	PART NUMBER	DESCRIPTION	Net Price	Net Total
1		9008-06-06	Adapter		17.94
1		3/8 DD-S	Elbow		13.86

Qty	U/M	Part Number	Descr	Price	Tt
1		9008-06-06	Adapter		47.94
1		3/8 DD-S	Elbow		13.86

Qty	Unit	PART NUMBER	DESCRIPTION	Price	Total
1		216P-12	Hex Nipple		22.94
10		2-007	O-Rings	.35	3.50

Qty	U/M	Part Number	Descr	Price	Tt
1		216P-12	Hex Nipple 3/4" npt		22.94
10		2-007	O-Rings	.35	3.50

2		ES12HB	Silencer	13.63	27.26
Qty	U/M	Part Number	Descr	Price	Tt
2		ES12HB		13.63	27.26

Qty	Unit	PART NUMBER	DESCRIPTION	Unit Price	Total
1		919-10			274.18
		x 10691N-10-10			
		x 10691N-10-10			
		x 10 ft			
2		10PNTX-S	Plugs	6.91	13.82
					288.00

Qty	U/M	Part Number	Descr	Price	Tt
1		919-10	Hose 5/8		274.18
		x 10691N-10-10	End #1		
		x 10691N-10-10	End #2		
		x 10 ft	length		
2		10PNTX-S	Plugs	6.91	13.82
					288.00

Qty	Unit	PART NUMBER	DESCRIPTION	Net Price	Net Total
1		6F50X-S	Adapter		4.40

Qty	U/M	Part Number	Descr	Price	Tt
1		6F50X-S	3/8 flare x O-ring Adapter		4.40

1		387TC-12			109.69
		x 10643-10-12			
		x 10643-12-12			
		x 34"			
1		12 GTX-S			16.05
1		20143-12-12			94.86

Qty	U/M	Part Number	Descr	Price	Tt
1		387TC-12	Hose ¾ id		109.69
		x 10643-10-12	End #1 5/8 JIC fem		
		x 10643-12-12	End #2 ¾ JIC fem		
		x ¾ in	length		
1		12 GTX-S	Fem flare Plug		16.05
1		20143-12-12	reusable male NPT		94.86



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1		8 x H L6		40 ⁶⁰	40 ⁶⁰
1		8 G6X-S		23 ⁶⁴	23 ⁶⁴
1		3/8 x 1/4 PTR-S Red. Bushing		3 ⁹⁹	3 ⁹⁹
4		8 PNTX-S Plugs		5 ²⁰	20 ⁸⁰
4		8 FNTX-S caps		5 ⁸⁵	23 ⁴⁰

Qty	U/M	Part Number	Descr	Price	Tt
1		8XHL6			109.69
1		8G6X-S	Fem JIC swivel		23.64
1		3/8 x 1/4 PTR-S	Reducer bushing		3.99
4		8-PNTX-S	Plugs JIC	5.20	20.80
4		8-FNTX-S	Caps JIC	5.85	23.40

5ft		1J-158-01		90 ⁴	4 ⁵⁰
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Qty	U/M	Part Number	Descr	Price	Tt
5ft		1J-158-01	hose	.90	4.40

1		5 GTX-S		22 ⁰⁰	22 ⁰⁰
1		1/4 x 1/8 GG-S		8 ⁵¹	8 ⁵¹
1		5320 Proto		6 ²⁶	6 ²⁶

Qty	U/M	Part Number	Descr	Price	Tt
1		5 GTX-S	Female JIC	22.00	22.00
1		1/4 x 1/8 GG-S	Female reducer npt	8.51	8.51
1		5320 Proto tool		6.26	6.26

30		5203L-08		7 ⁴⁵	223 ⁵⁰
30		9500 14mm Washer		1 ⁰⁰	30 ⁰⁰

Qty	U/M	Part Number	Descr	Price	Tt
30	ea	5203L-08		7.45	233.50
30	ea	9500-14	mm washer	1.00	41.07

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40ft	3/8 049		5.75	230.00
80ft	1/2 049		6.75	540.00
40ft	5/8 065	065	9.75	390.00
11ft	1" x 065		16.00	176.00

Qty	U/M	Part Number	Descr	Price	Tt
40	ft	3/8od 049	Steel tubing	5.75	230.00
80	ft	1/2od 049	Steel tubing	6.75	540.00
40	ft	5/8od 065	Steel tubing	9.75	390.00
11	ft	1" x 065	Steel tubing	16.00	176.00

21	66 C 4-2		6.00	126.00
24	222 P 2-2		3.07	73.68
24	5000 Grease Fitting		1.00	24.00

Qty	U/M	Part Number	Descr	Price	Tt
21	ea	66 C 4-2	Brass fem reducer	6.00	126.00
24	ea	222 P 2-2	npt male connector	3.07	73.68
24	ea	5000	grease fittings	1.00	24.00

2	510D-6 x 17 ft	17 ft	192.55	385.10
2	8 PNLO-S	Plugs	6.00	12.00
2	8 FNL-S	Cap	8.50	17.00

Qty	U/M	Part Number	Descr	Price	Tt
2		510D-6	Hose asbly 3/8 id	192.55	385.10
		1JCS68-6	End #1		
		1JCS68-6	End#2		
		17 feet	OAL		
2		8 - PNLO-S	Plugs	6.00	12.00
2		8 - FNL-S	Cap	8.50	17.00

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1		8 CTX-S		11.78	11.78
Qty	U/M	Part Number	Descr	Price	Tt
1		8 CTX-S	flare JIC	11.78	11.78

2		Hydr. Hose Assemblies			
		486 TC-4 x 1J9436-4			
		x 106436-4		58.02	116.04
		x 11" OAL			
Qty	U/M	Part Number	Descr	Price	Tt
2		486 TC-4	Hose asmbly 1/4 id	58.02	116.04
		x 1J943-6-4	End #1		
		x 10643 6-4	End#2		
		x 11 inches	OAL		

1		Steel tube Assembly			
		3/8 x 065 x 26 TXS			
		x 2 6 BTXS		58.02	116.04
		x 76" OAL			
Qty	U/M	Part Number	Descr	Price	Tt
		Steel Tube Assembly			
1		3/8 x 065	Steel tubing	58.02	116.04
2		x 6 TX-S flare	End #1 End #1		
2		x 6 BTX-S flare nut	End #2 End #2		
		x 76 inches	OAL		

1		2202 P6-6		11.00	11.00
2		68C6-6		7.50	15.00
2		125 HBL 6-6		5.00	10.00

	Hydr Hose Assembly		
1	487TC-4 x 106434-4	} 116 ⁷⁴	
	x 139434-4		
	x 10ft. 49		
1	5 gallon hydr oil	66 ⁰⁰	66 ⁰⁰

1	387TC-12 x 1JS431012	} 160 ⁴⁷	
	x 1JS431212		
	x 26" OAC		

2	787TC-6 x 1054310-6	} 79 ⁴²	
	x 1034366		15084
	x 58 1/2" OAC		
10ft	NPS 077 Hose Protector	1 ⁵⁰	15 ⁰⁰
4	ear lamps	2 ⁵⁰	10 ⁰⁰
	Tax id # 2000260		

	Hydr Hoses Assembly		
2	487TC-12 x 1JS4312-12	} 52 ⁹	
	x 1JS4312-12		
	x 10ft + 8' 6" OAC		659 ⁰²

	Hydr. Hose Assembly		Price	Total
1	387TC-6 x 1064366	} 43 ³⁴		
	x 1064366			
	x 17 1/2" OAC		43 ³⁴	43 ³⁴



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Hydr Hose Assembly			
1	560TJ-6x103566-6 X1FL566-6 X16ft+8"	165 ⁴⁰ 165 ⁴⁰	
1	9336-06-06 male Jis Union	13 ⁵⁰ 13 ⁵⁰	

Hydr Hoses Asse		Price	Total
2	387TC-6x106436-6 X1C34312-6 1 X 19ft+6" OAL 1 X 19ft+3" OAL	201 ⁸⁰ 201 ⁸⁰ 200 ⁸⁰ 200 ⁸⁰	201 ⁸⁰ 201 ⁸⁰ 200 ⁸⁰ 200 ⁸⁰

Hydr Hoses Assembly		Price	Total
2	487TC12x1064312-12 X1374312-12 ① X 7'6 1/2" OAL ① X 6'1 1/2" OAL	245 ⁸⁰ 245 ⁸⁰ 210 ¹⁶ 210 ¹⁶	245 ⁸⁰ 245 ⁸⁰ 210 ¹⁶ 210 ¹⁶
12ft	5HP 125B Hose Coil Protector	52 ²⁵ 52 ²⁵	63 ⁰⁰ 63 ⁰⁰

Hydr Hoses Assembly			
1	387TC-6x106438-6 X139436-6 X70 1/2" OAL	95 ¹⁶ 95 ¹⁶	95 ¹⁶
1	387TC-6x106438-6 X141436-6 X70 1/2" OAL	103 ³⁷ 103 ³⁷	103 ³⁷
11ft	NPS 09L-100 sleeve hose Protector	15 ⁹ 15 ⁹	16 ⁵⁰ 16 ⁵⁰
4	earclamps	2 ⁵⁰ 2 ⁵⁰	10 ⁰⁰ 10 ⁰⁰



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 13, 2026

PRESENTED BY: Jesse Mares, Facilities & Fleet Manager

AGENDA ITEM: Discussion and possible action on matters related to the authorization to enter into a Service Agreement with Siddons Martin Emergency Group, LLC to service the City of Mission Fire Department apparatuses and special equipment for the 2026-2027 Fiscal Year. - J Mares

NATURE OF REQUEST:

Staff is seeking authorization to enter a Service Agreement with Siddons Martin Emergency Group, LLC to service the City of Mission Fire Department apparatuses and special equipment for the 2026-2027 Fiscal Year. This Agreement shall commence as of the Effective Date and shall continue until September 30, 2027. Thereafter, this Agreement will automatically renew for successive renewal terms of one (1) year. For each Renewal Term, Service Provider may increase the rates set forth in by up to five percent (5%). If the Term is renewed for any Renewal Term(s), the terms and conditions of this Agreement during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in rates agreed to by both Parties.

BUGETED: Yes **FUND:** General **ACCT. #:** 01-416-34491

BUDGET: \$300,000 **EST. COST:** _____ **CURRENT BUDGET BALANCE:** \$264,340

BID AMOUNT: _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: None

City Manager's Recommendation: Approval *JPT*

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____

SERVICES AGREEMENT

This Services Agreement (this “**Agreement**”), dated _____ (the “**Effective Date**”), is by and between Siddons Martin Emergency Group, LLC a Texas Limited Liability Company, with its principal offices located at 1362 East Richey Road, Houston, Texas 77073 (“**Service Provider**”) and Mission Fire Department (“**Customer**” and together with Service Provider, the “**Parties**”, and each a “**Party**”).

WHEREAS, Service Provider has the capability and capacity to provide certain maintenance and repair services; and

WHEREAS, Customer desires to retain Service Provider to provide the said services, and Service Provider is willing to perform such services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

1. Services. Service Provider shall provide to Customer the maintenance and repair services (the “**Services**”) set out in **Exhibit A**, attached hereto and incorporated herein. Customer may use Service Provider for these services for the Term of this Agreement.

2. Customer Obligations. Customer shall:

2.1. Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Customer Contract Manager**”), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed.

2.2. Require that the Customer Contract Manager respond promptly to any reasonable requests from Service Provider for instructions, information or approvals required by Service Provider to provide the Services and cooperate with Service Provider in its performance of Services.

3. Fees and Expenses.

3.1. Customer agrees that the Services performed pursuant to this Agreement will be invoiced at the rates set forth in **Exhibit A**. The rates set forth in **Exhibit A** shall remain in effect for the Term of this Agreement. Unless otherwise provided in the applicable invoice, said fees will be payable within net 30 days of receipt by the Customer of an invoice from Service Provider.

3.2. Unless Customer has provided Service Provider with a tax-exempt certification, Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder; provided, that, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Service Provider’s income, revenues, gross receipts, personnel or real or personal property or other assets.

3.3. In addition to all other remedies available under this Agreement or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if the Customer fails to pay any amounts when due hereunder and such failure continues for thirty (30) days following written notice thereof.

4. Limited Warranty and Limitation of Liability.

4.1. Service Provider warrants that it shall perform the Services:

- (a) In accordance with the terms and subject to the conditions set out in this Agreement.
- (b) Using personnel of required skill, experience and qualifications.
- (c) In a timely, workmanlike and professional manner in accordance with generally recognized industry standards for similar services.

4.2. Service Provider will provide Customer with a warranty for all Services for a period of ninety (90) days from the date of sale or services rendered. If a particular manufacturer offers a warranty beyond 90 days, Service Provider will pass on the same warranty to Customer.

4.3. SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN Sections 4.1 and 4.2 ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

5. Term, Termination and Survival.

5.1. This Agreement shall commence as of the Effective Date and shall continue until September 30, 2027 (the “**Term**”), unless sooner terminated pursuant to Section 5.2 or Section 5.3. Thereafter, this Agreement will automatically renew for successive renewal terms of one (1) year (each a “**Renewal Term**”); however, in no event will the Agreement automatically renew beyond two (2) Renewal Terms unless agreed by both Parties in writing. For each Renewal Term, Service Provider may increase the rates set forth in **Exhibit A** by up to five percent (5%). If the Term is renewed for any Renewal Term(s) pursuant to this section, the terms and conditions of this Agreement during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in rates agreed to by both Parties.

5.2. Either party may terminate this Agreement, effective upon written notice to the other party (the “**Defaulting Party**”), if the Defaulting Party:

- (a) Breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach.
- (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
- (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.
- (d) Is dissolved or liquidated or takes any corporate action for such purpose.
- (e) Makes a general assignment for the benefit of creditors.
- (f) Has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- (g) Gives thirty 30 days notice of termination of this agreement.

5.3. Notwithstanding anything to the contrary in Section 5.2(a), Service Provider may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder and such failure continues for thirty (30) days after Customer's receipt of written notice of nonpayment.

6. Limitation of Liability. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO DAMAGES OR LIABILITIES ARISING FROM PERSONAL INJURY OR DEATH OR DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY SERVICE PROVIDER'S GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OR THE GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF THE SERVICE PROVIDER IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT.

7. Entire Agreement. This Agreement, including exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

8. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 8.

Notice to Customer:

415 W Tom Landry St
Mission, TX 78572

Attention: Jesse Mares / Chief Mike Silva

Notice to Service Provider:

1362 E Richey Road
Houston, Texas 77073

Attention: Legal Department

9. Audit Rights. Service Provider will maintain complete and accurate records relating to the provision of the Services under this Agreement. During the Term, upon Customer's written request, Service Provider shall allow Customer or Customer's representative to inspect and make copies of such records in connection with the provision of the Services; provided that Customer provides Service Provider with at least five (5) business days advance written notice of the planned inspection, and any such inspection shall take place during regular business hours.

10. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that if any fundamental term or provision of this Agreement is invalid, illegal or unenforceable, the remainder of this Agreement shall be unenforceable. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

11. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each Party.

12. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section 13 shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement.

14. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

15. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

16. Choice of Law. This Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Texas, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

17. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 8, a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

18. Force Majeure. The Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 30 days, Customer shall be entitled to give notice in writing to Service Provider to terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

MISSION FIRE DEPARTMENT

By _____

Name: _____

Title: _____

Date: _____

**SIDDONS MARTIN EMERGENCY GROUP,
LLC**

By _____

Name: _____

Title: _____

Date: _____

Exhibit A

Fire Apparatus/Chassis Maintenance Service Pricing

Oil Change / Chassis Lube:	Price: \$995
Includes changing engine oil and oil filter(s), complete chassis lubrication and courtesy inspection. Written report provided and estimated for needed repairs available upon request.	
Transmission PM Service:	Price: \$995
Includes changing transmission fluid and filter	
Engine & Fuel System PM / Chassis Lube:	Price: \$1795
Includes changing engine oil, oil filter(s), air filter, fuel filter(s), complete chassis lube and vehicle inspection. Written report provided, and estimates for needed repairs available upon request.	
<i>Optional services quoted as needed- Coolant filter, DEF filter, Crankcase filter/breather, cabin air filter</i>	
Driveline & Pump PM / Chassis Lube:	Price: \$1795
Includes changing transmission fluid and filters, pump oil and filter (if applicable), differential fluid, and air brake dryer (element only), chassis lube and vehicle inspection. Written report provided, and estimates for needed repairs available upon request.	
500 Hour / 6 Month Chassis Preventative Maintenance:	Price: \$2995
(Recommended every 500 hours or 6-months year) Includes changing engine oil, oil filter(s), fuel filter(s), air filter, crank case (element only), def filter, air dryer service (element only), transmission fluid and filters, coolant solution test and filter change, pump oil and filter, differential fluid, complete chassis lubrication. 104-point visual inspection with written report and estimates for needed repairs.	
Aerial Device Maintenance w/25 Hour Primary:	Price: \$2995
Includes OEM primary and 25-hour inspection, cleaning and lubricating all ladder points, minor cable adjustment, if necessary, top off hydraulic fluids and perform drift test on all cylinders. Operate and inspect all ladder appliances. Replacement of hydraulic filters, if necessary, will be an additional cost and estimate provided to customer prior to completion.	
Aerial Maintenance w/50 Hour per OEM	Price: \$3995
Aerial Maintenance w/50 & 400 Hour per OEM	Price: \$4995
Weigh Loaded Truck with Scales:	Price: \$300
TAK4 Inspection & Adjustment:	Price: \$795
(Recommend Annually) Includes inspection on all TAK-4 components including torque verification and complete system lubrication proper ride height and adjustments required.	
T3 Rear Axle (All Steer) Maintenance:	Price: \$1995
Includes inspection and checks on all front TAK-4 and rear TAK-3 component inspections, including torque verification and complete system lubrication.	
Husky/CAFS Service:	Price: \$1395
(Recommend Annually) Includes removal and replacement of all filters, drain and refill fluids. Operate and inspect all system operation upon service completion.	

Husky Foam System:**Price: \$595**

(Recommend Annually) Includes removal and replacement of all fluids and filter, remove and clean in-line foam strainer(s). Operate and inspect all system operation upon service completion.

Hydraulic Generator Maintenance:**Price: \$795**

(Recommend Annually) Remove and replace filters and fluids, check all system operations, perform system adjustments if necessary (Mounted generators may require additional parts & labor charges)

Annual Aerial Testing: (Recommend Annually) Quote/Estimate Based Upon Pricing from Testing Agency

Annual Pump Testing:

(Recommend Annually) Perform annual certification pump testing with written report.

(up to 1500 GPM)

Price: \$495

(1501 – 3000 GPM)

Price: \$595**Wheels off Brake Inspection:****Price: \$495**

Remove wheels/tires for complete brake system evaluations. Fee will be credited should additional brake repairs be approved while disassembled.

Wildland and Brush Truck/Chassis Maintenance Service Pricing

Light-Duty (Type 5,6,7) Chassis Preventative Maintenance:**Price: \$1195**

Recommended every (Gas - 5,000 miles, Diesel - 7,500 miles) /250 hours, 6-months, or when maintenance indicator shows due. (whichever occurs first). Includes changing engine oil, oil filter, fuel filter/s, air filter, cabin air filter/s, chassis lubrication, and multi-point inspection and operations test of chassis and rear pump unit.

Medium-duty (Type 3,4) Chassis Preventative Maintenance:**Price: \$2995**

Recommended every 500hr / 6 months - Includes changing engine oil, oil filter(s), fuel filter(s), air filter, crank case (element only), def filter, air dryer service (element only), transmission fluid and filters, coolant filter as needed, pump oil and filter (in-frame only), differential fluid inspection, complete chassis lubrication, multi-point visual inspection, operations test of chassis and rear pump unit, with written report and estimates for needed repairs.

Auxiliary Pump Preventative Maintenance:**Price: \$695**

Recommended Every 150 hours or yearly. Includes replacing engine oil, oil filter, fuel filter/s, air filter, pump oil and spark plugs (if applicable). Clean spark arrestor. Check and top off coolant fluid level, visual inspection, operations test with written report and estimate of any needed repairs.

Wheels off Brake Inspection:**Price: \$495**

Remove wheels/tires for complete brake system evaluations. Fee will be credited should additional brake repairs be approved while disassembled.

Annual Pump Test (for 250 GPM @ 150 PSI or higher)**Price: \$495**

Perform annual certification pump testing with written report

Ambulance/Chassis Maintenance Service Pricing

15,000 mile / 500 hour / Annual PM (Major PM):

Price: \$1695

(Gas – 10,000 / Diesel – 15,000 miles) Change engine oil and filter, air, cabin and fuel filter/s, chassis lubrication and road test. Perform 142-point inspection of vehicle, patient compartment and full a/c systems test. A written report with an estimate will be provided for additional repairs.

Note - Any other maintenance services that may be specific to chassis and/or ambulance manufacturers, including but not limited to: Crankcase breather, DEF filter, transmission, air brakes, generator, MEPS, liquid springs, a/c systems (see a/c systems maintenance, etc., are not included. Estimates will be provided upon request.

Rear Generator 150hr / Annual Maintenance:

Price: \$425

(Recommend Every 150 hours / Yearly) Change engine oil / filter, air filter, and clean spark arrestor. Perform visual inspection, and operations test. A written report with an estimate will be provided for additional repairs.

Rear Generator 500hr / Annual Maintenance:

Price: \$825

(Recommend Every 500 hours / Yearly) Change engine oil / filter and air filter, fuel filter, spark plugs, clean engine cooling fins, perform valve lash adjustment, and clean spark arrestor. Perform visual inspection, and operations test. A written report with an estimate will be provided for additional repairs.

Wheels off Brake Inspection:

Price: \$495

(Recommend Annually) Remove wheels/tires for complete brake system evaluations. Fee will be credited if brake repairs are performed while disassembled.

A/C System Maintenance: NON-FRAZER (All systems up to 3 total)

Price: \$895

(Recommend Annually) Includes: Cab and Patient compartment 12volt and 110v shoreline systems. Perform NFPA testing for heating and cooling operations, check condenser fans, measure and record vent temperatures and pressures. Evacuate refrigerant from all systems and weigh refrigerant for proper charge levels. Perform leak test. (Refrigerant level must not be below 10% of capacity). Clean all accessible evaporator filter/s, screen/s, and condensers. Check drain lines for proper drainage. Replace all service port valves, recharge systems to proper capacity with refrigerant and oil. Perform final operations tests. A written report and estimate will be provided for any other needed services and/or repairs upon request.

A/C System Maintenance: FRAZER TYPE (sealed rear and cab system)

Price: \$525

(Recommend Annually) Includes Cab and Patient compartment system. Perform NFPA testing for heating and cooling operations, check condenser fans, measure and record vent temperatures and pressures. Evacuate refrigerant on cab system and weigh refrigerant for proper charge. Perform leak test. (Refrigerant level must not be below 10% of capacity). Clean all accessible evaporator filter/s, screen/s, and condensers. Check drain lines for proper drainage.

Replace all service port valves, recharge systems to proper capacity with refrigerant and oil. Perform final operations test. A written report and estimate will be provided for any other needed services and/or repairs upon request.

All pricing above reflects in shop pricing only

Lodging will be billed for overnight stays based on average area rates

Prices above include parts and labor but exclude shop supplies and/or disposal fees

LABOR RATE

Labor is calculated on an hourly rate per job and broken down by individual labor operations. Labor rates are the same regardless of make, model or manufacturer of apparatus. Normal business hours are 7:30 a.m. to 4:30 p.m.

In-Shop Labor Rate:	<u>\$185.00</u>
Field Service Labor Rate:	<u>\$195.00</u>
After Hours Labor Rate:	<u>\$195.00</u>

TRAVEL RATE

All work for above pricing is to be performed at a Siddons-Martin service center. Travel to and from customer location per customer request will be charged at \$90.00 per hour.

PARTS

Parts will be charged to Customer at ten percent (10%) off the standard Service Provider retail price. This cost factor remains the same regardless of origin of the part. Shipping, freight and or any expediting fees will be billed as an additional charge and indicated on invoices as such.

Service Provider strives to use our volume purchasing to reduce costs of commonly acquired parts, supplies and miscellaneous items used in the repair of apparatus. Any discounts received are used to determine the cost to be charged to the Customer.

LOCATION(S) THAT SERVICES AND REPAIRS WILL BE PERFORMED.

Any repairs able to be completed at the customer's location will be done so upon customer request. Any repair or service that requires more space, time, or specialized equipment will be performed at the **Edinburg** Service Center. Additionally, we employ multiple field service technicians in the area that are available to respond to road service calls.

Note: Any heavy engine, transmission, driveline and body work must be performed in a shop.

SCHEDULING/RESPONSE TIME

Siddons-Martin will work with the customer to schedule each apparatus for 500-hour/6-Month and annual maintenance, including needed pump testing and ladder certification, and other repairs as required. The dates and times of such service will be agreed to by Siddons-Martin and Customer per apparatus.

If an apparatus is out of service and in need of repair, the Customer will contact the assigned account contact or the service manager for the **Edinburg** Service Center and a coordination of providing diagnosis, evaluation and repairs will be scheduled as soon as possible. If after normal business hours, please contact the emergency phone number.

For immediate or emergency repairs during normal circumstances, Siddons-Martin will dispatch, upon notice from the customer, a field technician to evaluate and diagnose any issues within 2 hours and a field technician will be on-site within 4 hours from the time Siddons-Martin is notified. Field technicians are available for emergency response 24 hours a day.

Siddons-Martin will provide an estimate for repair costs within 24 hours of diagnostic and evaluation submittal.



Preventive Maintenance Services

Service descriptions and promotional pricing

Choose the maintenance package that best fits your apparatus. Each service is performed by trained emergency vehicle technicians, with written inspection findings and repair estimates provided where noted.

Fire Apparatus and Chassis Maintenance

Service	Retail	Promo	What's included
Oil Change, Chassis Lube / Courtesy Inspection	\$995	\$995	Includes changing engine oil, oil filter(s), complete chassis lube and courtesy vehicle inspection. Written report provided and estimated for needed repairs available upon request.
Transmission PM Service	\$995	\$995	Includes changing transmission fluid and filters
Engine & Fuel System PM / Chassis Lube	\$1,795	\$1,795	Includes changing engine oil, oil filter(s), air filter, fuel filter(s), complete chassis lube and vehicle inspection. Written report provided and estimated for needed repairs available upon request.
Driveline & Pump PM / Chassis Lube	\$1,795	\$1,795	Includes changing transmission fluid and filters, pump oil and filter (if applicable), differential fluid, and air brake dryer (element only), chassis lube and vehicle inspection. Written report provided and estimated for needed repairs available upon request.
500 Hr. / 6 Mo Chassis PM	\$3,575	\$2,995	Recommended every 500 hours or 6 months. Includes changing engine oil, oil filter(s), fuel filter(s), air filter, crankcase (element only), DEF filter, air dryer service (element only), transmission fluid and filters, coolant solution test and filter change, pump oil and filter, differential fluid, complete chassis lubrication. 132-point visual inspection with written report and estimates for needed repairs.
Aerial Maintenance 25 Hr	\$3,575	\$2,995	Includes OEM primary and 25-hour inspection, cleaning and lubricating all ladder points, minor cable adjustment, if necessary, top off hydraulic fluids and perform drift test on all cylinders. Operate and inspect all ladder appliances. Replacement of hydraulic filters, if necessary, will be an additional cost and estimate provided to customers prior to completion.
Aerial Maintenance 50 Hr	\$4,675	\$3,995	Includes the OEM 50-hour aerial maintenance inspection and service.
Aerial Maintenance 50 & 400 Hr	\$5,775	\$4,995	Includes the OEM 50-hour and 400-hour aerial maintenance inspections and service.
Wheels Off Brake – Single Axle	\$560	\$495	Recommended annually. Remove wheels/tires for complete brake system evaluations. Fee will be credited should additional brake repairs be approved while disassembled.



Service	Retail	Promo	What's included
Wheels Off Brake – Tandem Axle	\$690	\$595	Recommended annually. Remove wheels/tires for complete brake system evaluations. Fee will be credited should additional brake repairs be approved while disassembled.
A/C System Service	\$1,155	\$995	Recommended annually. Evacuate system and weigh refrigerant level. Replace OEM drier(s), clean compressor screen, clean evaporator screens, vacuum test system, recharge with refrigerant and perform system leak test. Written report provided for any additional repairs and estimates provided upon request.
Power Steering Filter & Flush	\$935	\$795	Drain and flush all fluids and any system contaminants. Check and inspect all system components for leaks, bleed system, remove and replace filter and fluid.
Pierce Quantum Air Step Maintenance	\$580	\$495	Recommended annually. Includes removal and replacement of system filtration components, check compressor operation and settings, check and verify system drain operation.
Weigh Loaded Truck	\$360	\$300	
TAK-4 Inspection & Adjustment	\$935	\$795	Recommended annually. Includes inspection on all TAK-4 components including torque verification and complete system lubrication, proper ride height verification, and adjustments required.
Annual Pump Test ≤1500 GPM	\$590	\$495	Recommended annually. Perform annual certification pump testing with written report
Annual Pump Test 1501–3000 GPM	\$690	\$595	Recommended annually. Perform annual certification pump testing with written report
Husky / CAFS Service	\$1,650	\$1,395	Recommended annually. Includes removal and replacement of all filters, drain and refill fluids. Operate and inspect all system operation upon service completion.
Husky Foam System	\$715	\$595	Recommended annually. Includes removal and replacement of all fluids and filter, remove and clean in-line foam strainer(s). Operate and inspect all system operation upon service completion.
Hydraulic Generator Maintenance	\$935	\$795	Recommended annually. Remove and replace filters and fluids, check all system operations, perform system adjustments if necessary (Mounted generators may require additional parts & labor charges)

Promo pricing is shown where available. Additional repairs, parts, refrigerant, filters, or labor outside the listed service scope require customer approval.



Wildland and Brush Truck Maintenance

Service	Retail	Promo	What's included
Light Duty Chassis PM (Type 5-7)	\$1,430	\$1,195	Recommended every 5,000 miles for gasoline engines, 7,500 miles for diesel engines, 250 hours, or 6 months, or when the maintenance indicator shows due, whichever occurs first. Change engine oil, oil filter, fuel filter(s), air filter, cabin air filter(s), and lubricate the chassis. Operationally test the chassis and rear pump unit. Perform a 132-point inspection and provide a written report with estimates for needed repairs.
Medium Duty Chassis PM (Type 3-4)	\$3,575	\$2,995	Recommended every 500 hours or 6 months. Change engine oil, oil filter(s), fuel filter(s), air filter, crankcase element, DEF filter, air dryer element, transmission fluid and filters, coolant filter, pump oil and filter, and differential fluid. Test the coolant solution, lubricate the chassis, perform a 132-point visual inspection, and provide a written report with estimates for needed repairs.
Auxiliary Pump PM	\$835	\$695	Recommended annually or every 150 hours. Replace engine oil, oil filter, fuel filter(s), pump oil, and spark plugs, if applicable. Clean the spark arrestor, check and top off coolant, and perform a visual inspection and operational test. A written report and estimate will be provided for repairs deemed necessary.
Wheels Off Brake Inspection	\$580	\$495	Recommended annually. Remove wheels and tires for a complete brake system evaluation. The inspection fee will be credited if additional brake repairs are approved while the unit is disassembled.
Annual Pump Test	\$495	—	Recommended annually. Perform annual certification pump testing and provide a written report.

Promo pricing is shown where available. Additional repairs, parts, refrigerant, filters, or labor outside the listed service scope require customer approval.



Ambulance and Chassis Maintenance

Service	Retail	Promo	What's Included
7,500 mile / 250 hour / 6-month Preventative Maintenance (Minor PM)	\$995	\$995	(gas – 5,000 / diesel – 7,500 miles) change engine oil and filter, air filter, and chassis lubrication. Perform 64-point inspection of vehicle, patient compartment, and A/C system. A written report with an estimate will be provided for additional repairs.
15,000 mile / 500 hour / Annual Preventative Maintenance (Major PM)	\$1,695	\$1,495	(gas – 10,000 / diesel – 15,000 miles) change engine oil and filter, air, cabin, and fuel filter(s), chassis lubrication, and road test. Perform 132-point inspection of vehicle, patient compartment, and full A/C systems test. A written report with an estimate will be provided for additional repairs.
Rear Generator 150 Hr PM	\$425	\$395	Recommended every 150 hours or annually. Change engine oil / filter, air filter, and clean spark arrestor. Perform visual inspection and operational test. A written report with an estimate will be provided for additional repairs.
Rear Generator 500 Hr PM	\$825	\$795	Recommended every 500 hours or annually. Change engine oil / filter, air filter, fuel filter, spark plugs, clean engine cooling fins, perform valve lash adjustment, and clean spark arrestor. Perform visual inspection and operational test. A written report with an estimate will be provided for additional repairs.
Wheels Off Brake Inspection	\$525	\$495	Recommended annually. Remove wheels/tires for complete brake system evaluations. Fee will be credited should additional brake repairs be approved while disassembled.
A/C Maintenance Non-Frazer	\$1,050	\$895	Recommended annually. Includes: cab and patient compartment 12-volt and 110-volt shoreline systems. Perform NFPA testing for heating and cooling operations, check condenser fans, measure and record vent temperatures and pressures. Evacuate refrigerant from all systems and weigh refrigerant for proper charge levels. Perform leak test. (refrigerant level must not be below 10% of capacity). Clean all accessible evaporator filter(s), screen(s), and condensers. Check drain lines for proper drainage. Replace all service port valves, recharge systems to proper capacity with refrigerant and oil. Perform final operational tests. A written report and estimate will be provided for any other needed services and/or repairs upon request.
A/C Maintenance Frazer Type	\$595	\$525	Recommended annually. Includes cab and patient compartment system. Perform NFPA testing for heating and cooling operations, check condenser fans, measure and record vent temperatures and pressures. Evacuate refrigerant on cab system and weigh refrigerant for proper charge. Perform leak test. (refrigerant level must not be below 10% of capacity). Clean all accessible evaporator filter(s), screen(s), and condensers. Check drain lines for proper drainage. Replace all service port valves, recharge systems to proper capacity with refrigerant and oil. Perform final operational test. A written report and estimate will be provided for any other needed services and/or repairs upon request.

Promo pricing is shown where available. Additional repairs, parts, refrigerant, filters, or labor outside the listed service scope require customer approval.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 13, 2026

PRESENTED BY: Jesse Mares, Facilities & Fleet Manager

AGENDA ITEM: Discussion and possible action on matters related to the authorization to purchase ten (10) vehicles under an open-end lease with Commercial Vehicle Leasing, L.P. dba D&M Leasing for \$48,517.40 – Mares

NATURE OF REQUEST:

Staff requests authorization to purchase ten (10) 2020 Ram 1500 vehicles assigned to the Planning, Public Works, and Sanitation Departments. The vehicles were leased under an open-end lease with Commercial Vehicle Leasing, L.P. dba D&M Leasing through Bid No. 19-139-02-22, Lease of City Fleet Vehicles.

The original five (5) year lease term was extended for one (1) additional year, and no further lease extension options remain for these vehicles. Based on their current condition, staff recommends purchasing them for continued departmental use.

The total buyout amount is \$48,517.40, including the fees listed in the attached purchase documents. Funding is budgeted in the Capital Asset Replacement Fund, Account No. 29-410-84800.

BUGETED: Yes **FUND:** Capital Asset Replacement **ACCT. #:** 29-410-84800

BUDGET: \$1,296,126 **EST. COST:** \$48,517.40 **CURRENT BUDGET BALANCE:** \$1,185,322

BID AMOUNT: _____

STAFF RECOMMENDATION:

Approve the purchase of ten (10) 2020 Ram 1500 vehicles from Commercial Vehicle Leasing, L.P. dba D&M Leasing for \$48,517.40.

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: None

City Manager's Recommendation: Approval *JP7*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

Buyoff's for Oct.

3C6JR6DG9LG209524	PLANNING	2020 RAM 1500	\$4,767.38
3C6JR6DG0LG209525	PLANNING	2020 RAM 1500	\$4,767.38
3C6JR6DG2LG209526	PLANNING	2020 RAM 1500	\$4,767.38
3C6JR6DG4LG209527	PUBLIC WORKS	2020 RAM 1500	\$4,767.38
3C6JR6DG6LG209528	PUBLIC WORKS	2020 RAM 1500	\$4,767.38
3C6JR6DG4LG209530	PUBLIC WORKS	2020 RAM 1500	\$4,767.38
3C6JR6DG6LG209531	PUBLIC WORKS	2020 RAM 1500	\$4,767.38
3C6JR6DGXLG232035	PUBLIC WORKS	2020 RAM 1500	\$4,927.63
1C6RR6KG5LS153323	SANITATION	2020 RAM 1500	\$4,927.63
1C6RR6KG7LS153324	SANITATION	2020 RAM 1500	\$5,290.48
			\$48,517.40

1400 W 7th ST, STE 200 Fort Worth, TX 76102		COMMERCIAL VEHICLE LEASING		817-355-3273	
DATE <u>9/22/2026</u>		DEAL NO. <u>373833FC</u>			
PURCHASER <u>CITY OF MISSION</u>		EMAIL <u>jagarcia@missiontexas.us</u>			
ADDRESS <u>1201 E 8TH STREET</u>		PHONE _____			
CITY, STATE, & ZIP <u>Mission TX 78572</u>		PHONE _____			
VEHICLE BEING PURCHASED			DEALER INSTALLED OPTIONS		
☐ NEW ☐ USED ☐ CAR ☐ TRUCK		STOCK NO.		N/A	
Year Make				N/A	
2020 Ram RAM 1500 CLASSIC 2WD Crew Cab Tradesman				N/A	
Model Color Mileage				N/A	
White 49,429				N/A	
SERIAL NUMBER 3C6JR6DG9LG209524				N/A	
DESCRIPTION OF TRADE-IN			N/A		
Year Make			N/A		
N/A N/A			N/A		
Model Color Mileage			N/A		
N/A			N/A		
LICENSE NUMBER N/A VALID. NUMBER			N/A		
SERIAL NUMBER N/A			TOTAL OPTIONS		
			N/A		
TRADE-IN BALANCE INFORMATION			VEHICLE PRICE WITH OPTIONS		
BALANCE OWED TO:			4402.85		
BALANCE 0.00 GOOD 'TILL			TOTAL		
			4402.85		
LIEN INFORMATION			TRADE-IN CREDIT		
Buyer assumes responsibility of any difference in payoff, in excess of amount shown, and will pay such difference in cash, on demand. If not so paid, buyer authorizes dealer, at dealer's option, to increase monthly payments and contract balance to cover differences plus finance charges thereon.			0.00		
LIENHOLDER PHONE NO.			TRADE DIFFERENCE		
ADDRESS			4402.85		
CITY STATE ZIP			SALES TAX		
DRAFT AMOUNT ATTENTION OF			N/A		
WARRANTY DISCLAIMER			INSPECTION FEE		
Any warranties on the products sold hereby are those made by the manufacturer. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.			N/A		
Documentary Fee			TRANSFER FEE		
A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.			N/A		
The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.			LICENSE FEE		
			131.50		
			DEALER'S INVENTORY TAX		
			8.03		
			DOCUMENTARY FEE		
			225.00		
			TOTAL CASH PRICE		
			4767.38		
			BALANCE DUE ON TRADE-IN		
			N/A		
			ADMIN FEE		
			N/A		
			Other Financed Amounts		
			0.00		
			EXTENDED WARRANTY		
			0.00		
			C.L./A.H. PREMIUM		
			0.00		
			GAP INSURANCE		
			0.00		
			DOWN PAYMENT		
			0.00		
			TOTAL BALANCE DUE		
			4767.38		
Purchaser agrees that this order includes all of the terms and conditions hereof, that this order cancels and supersedes any prior agreement and, as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that this order shall not become binding until accepted by the dealer or his authorized agent.					
SALESPERSON _____		MANAGEMENT APPROVAL _____			
PURCHASER'S SIGNATURE ✓ _____		DATE <u>9/22/2026</u>			

DJ Automotive Information Services, Inc.

1400 W 7th ST, STE 200 Fort Worth, TX 76102		COMMERCIAL VEHICLE LEASING		817-355-3273	
DATE <u>9/22/2026</u>		DEAL NO. <u>373834FC</u>			
PURCHASER <u>CITY OF MISSION</u>		EMAIL <u>jagarcia@missiontexas.us</u>			
ADDRESS <u>1201 E 8TH STREET</u>		PHONE _____			
CITY, STATE, & ZIP <u>Mission TX 78572</u>		PHONE _____			
VEHICLE BEING PURCHASED			DEALER INSTALLED OPTIONS		
☐ NEW ☐ USED ☐ CAR ☐ TRUCK		STOCK NO.		N/A	
Year <u>2020</u> Make <u>Ram</u> Model <u>RAM 1500 CLASSIC 2WD Crew Cab Tradesman</u> Color <u>White</u> Mileage <u>52,481</u>				N/A	
SERIAL NUMBER <u>3C6JR6DG0LG209525</u>				N/A	
DESCRIPTION OF TRADE-IN			N/A		
Year <u>N/A</u> Make <u>N/A</u>				N/A	
Model <u>N/A</u> Color _____ Mileage _____				N/A	
LICENSE NUMBER <u>N/A</u> VALID. NUMBER _____				N/A	
SERIAL NUMBER <u>N/A</u>				TOTAL OPTIONS	
TRADE-IN BALANCE INFORMATION			N/A		
BALANCE OWED TO:			N/A		
BALANCE <u>0.00</u> GOOD 'TILL _____			VEHICLE PRICE WITH OPTIONS		
			4402.85		
LIEN INFORMATION			TOTAL		
Buyer assumes responsibility of any difference in payoff, in excess of amount shown, and will pay such difference in cash, on demand. If not so paid, buyer authorizes dealer, at dealer's option, to increase monthly payments and contract balance to cover differences plus finance charges thereon.			4402.85		
LIENHOLDER _____ PHONE NO. _____			TRADE-IN CREDIT		
ADDRESS _____			0.00		
CITY _____ STATE _____ ZIP _____			TRADE DIFFERENCE		
DRAFT AMOUNT _____ ATTENTION OF _____			4402.85		
WARRANTY DISCLAIMER			SALES TAX		
Any warranties on the products sold hereby are those made by the manufacturer. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.			N/A		
Documentary Fee			INSPECTION FEE		
A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.			N/A		
The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.			TRANSFER FEE		
			N/A		
			LICENSE FEE		
			131.50		
			DEALER'S INVENTORY TAX		
			8.03		
			DOCUMENTARY FEE		
			225.00		
			TOTAL CASH PRICE		
			4767.38		
			BALANCE DUE ON TRADE-IN		
			N/A		
			ADMIN FEE		
			N/A		
			Other Financed Amounts		
			0.00		
			EXTENDED WARRANTY		
			0.00		
			C.L./A.H. PREMIUM		
			0.00		
			GAP INSURANCE		
			0.00		
			DOWN PAYMENT		
			0.00		
			TOTAL BALANCE DUE		
			4767.38		
Purchaser agrees that this order includes all of the terms and conditions hereof, that this order cancels and supersedes any prior agreement and, as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that this order shall not become binding until accepted by the dealer or his authorized agent.					
SALESPERSON _____			MANAGEMENT APPROVAL _____		
PURCHASER'S SIGNATURE <u>✓</u>			DATE <u>9/22/2026</u>		

DJ Automotive Information Services, Inc.

1400 W 7th ST, STE 200 Fort Worth, TX 76102		COMMERCIAL VEHICLE LEASING		817-355-3273	
DATE <u>9/22/2026</u>		DEAL NO. <u>373835FC</u>			
PURCHASER <u>CITY OF MISSION</u>			EMAIL <u>jagarcia@missiontexas.us</u>		
ADDRESS <u>1201 E 8TH STREET</u>			PHONE _____		
CITY, STATE, & ZIP <u>Mission TX 78572</u>			PHONE _____		
VEHICLE BEING PURCHASED			DEALER INSTALLED OPTIONS		
☐ NEW ☐ USED ☐ CAR ☐ TRUCK		STOCK NO.		N/A	
Year <u>2020</u> Make <u>Ram</u> Model <u>RAM 1500 CLASSIC 2WD Crew Cab Tradesman</u> Color _____ Mileage <u>36,541</u>				N/A	
SERIAL NUMBER <u>3C6JR6DG2LG209526</u>				N/A	
DESCRIPTION OF TRADE-IN			N/A		
Year <u>N/A</u> Make <u>N/A</u>				N/A	
Model <u>N/A</u> Color _____ Mileage _____				N/A	
LICENSE NUMBER <u>N/A</u> VALID. NUMBER _____				N/A	
SERIAL NUMBER <u>N/A</u>				TOTAL OPTIONS	
TRADE-IN BALANCE INFORMATION			N/A		
BALANCE OWED TO:			N/A		
BALANCE <u>0.00</u>		GOOD 'TILL _____		VEHICLE PRICE WITH OPTIONS	
			4402.85		
LIEN INFORMATION			TOTAL		
Buyer assumes responsibility of any difference in payoff, in excess of amount shown, and will pay such difference in cash, on demand. If not so paid, buyer authorizes dealer, at dealer's option, to increase monthly payments and contract balance to cover differences plus finance charges thereon.			4402.85		
LIENHOLDER _____		PHONE NO. <u>2483229800</u>		TRADE-IN CREDIT	
ADDRESS _____			0.00		
CITY _____ STATE _____ ZIP _____				TRADE DIFFERENCE	
DRAFT AMOUNT _____ ATTENTION OF _____				4402.85	
WARRANTY DISCLAIMER			SALES TAX		
Any warranties on the products sold hereby are those made by the manufacturer. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.			N/A		
Documentary Fee A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW. The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.			INSPECTION FEE		
			N/A		
			TRANSFER FEE		
			N/A		
			LICENSE FEE		
			131.50		
			DEALER'S INVENTORY TAX		
			8.03		
			DOCUMENTARY FEE		
			225.00		
TOTAL CASH PRICE			4767.38		
BALANCE DUE ON TRADE-IN			N/A		
ADMIN FEE			N/A		
Other Financed Amounts			0.00		
EXTENDED WARRANTY			0.00		
C.L./A.H. PREMIUM			0.00		
GAP INSURANCE			0.00		
DOWN PAYMENT			0.00		
TOTAL BALANCE DUE			4767.38		
Purchaser agrees that this order includes all of the terms and conditions hereof, that this order cancels and supersedes any prior agreement and, as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that this order shall not become binding until accepted by the dealer or his authorized agent.					
SALESPERSON _____			MANAGEMENT APPROVAL _____		
PURCHASER'S SIGNATURE ☒ _____			DATE <u>9/22/2026</u>		

DJ Automotive Information Services, Inc.

1400 W 7th ST, STE 200 Fort Worth, TX 76102		COMMERCIAL VEHICLE LEASING		817-355-3273	
DATE <u>9/22/2026</u>		DEAL NO. <u>373836FC</u>			
PURCHASER <u>CITY OF MISSION</u>		EMAIL <u>jagarcia@missiontexas.us</u>			
ADDRESS <u>1201 E 8TH STREET</u>		PHONE _____			
CITY, STATE, & ZIP <u>Mission TX 78572</u>		PHONE _____			
VEHICLE BEING PURCHASED			DEALER INSTALLED OPTIONS		
☐ NEW ☐ USED ☐ CAR ☐ TRUCK		STOCK NO.		N/A	
Year _____ Make _____ 2020 Ram RAM 1500 CLASSIC 2WD Crew Cab Tradesman				N/A	
Model _____ Color _____ Mileage _____ White 23,693		N/A		N/A	
SERIAL NUMBER <u>3C6JR6DG4LG209527</u>		N/A		N/A	
DESCRIPTION OF TRADE-IN			N/A		
Year _____ Make _____ N/A N/A		N/A		N/A	
Model _____ Color _____ Mileage _____ N/A		N/A		N/A	
LICENSE NUMBER _____ N/A VALID. NUMBER _____		N/A		N/A	
SERIAL NUMBER <u>N/A</u>		TOTAL OPTIONS		N/A	
TRADE-IN BALANCE INFORMATION			VEHICLE PRICE WITH OPTIONS		
BALANCE OWED TO:			4402.85		
BALANCE <u>0.00</u> GOOD 'TILL _____			TOTAL		
			4402.85		
LIEN INFORMATION			TRADE IN CREDIT		
Buyer assumes responsibility of any difference in payoff, in excess of amount shown, and will pay such difference in cash, on demand. If not so paid, buyer authorizes dealer, at dealer's option, to increase monthly payments and contract balance to cover differences plus finance charges thereon.			0.00		
LIENHOLDER _____ PHONE NO. <u>2483229800</u>			TRADE DIFFERENCE		
ADDRESS _____			4402.85		
CITY _____ STATE _____ ZIP _____			SALES TAX		
DRAFT AMOUNT _____ ATTENTION OF _____			N/A		
WARRANTY DISCLAIMER			INSPECTION FEE		
Any warranties on the products sold hereby are those made by the manufacturer. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.			N/A		
Documentary Fee			TRANSFER FEE		
A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.			N/A		
The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.			LICENSE FEE		
			131.50		
			DEALER'S INVENTORY TAX		
			8.03		
			DOCUMENTARY FEE		
			225.00		
			TOTAL CASH PRICE		
			4767.38		
			BALANCE DUE ON TRADE-IN		
			N/A		
			ADMIN FEE		
			N/A		
			Other Financed Amounts		
			0.00		
			EXTENDED WARRANTY		
			0.00		
			C.L./A.H. PREMIUM		
			0.00		
			GAP INSURANCE		
			0.00		
			DOWN PAYMENT		
			0.00		
			TOTAL BALANCE DUE		
			4767.38		
Purchaser agrees that this order includes all of the terms and conditions hereof, that this order cancels and supersedes any prior agreement and, as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that this order shall not become binding until accepted by the dealer or his authorized agent.					
SALESPERSON _____		MANAGEMENT APPROVAL _____			
PURCHASER'S SIGNATURE ☒ _____		DATE <u>9/22/2026</u>			

DJ Automotive Information Services, Inc.

1400 W 7th ST, STE 200 Fort Worth, TX 76102		COMMERCIAL VEHICLE LEASING		817-355-3273	
DATE <u>9/22/2026</u>		DEAL NO. <u>373837FC</u>			
PURCHASER <u>CITY OF MISSION</u>		EMAIL <u>jagarcia@missiontexas.us</u>			
ADDRESS <u>1201 E 8TH STREET</u>		PHONE _____			
CITY, STATE, & ZIP <u>Mission TX 78572</u>		PHONE _____			
VEHICLE BEING PURCHASED			DEALER INSTALLED OPTIONS		
☐ NEW ☐ USED ☐ CAR ☐ TRUCK			STOCK NO.		
Year <u>2020</u> Make <u>Ram</u>			N/A		
Model <u>RAM 1500 CLASSIC 2WD Crew Cab Tradesman</u>			N/A		
Color <u>White</u> Mileage <u>93,455</u>			N/A		
SERIAL NUMBER <u>3C6JR6DG6LG209528</u>			N/A		
DESCRIPTION OF TRADE-IN			N/A		
Year <u>N/A</u> Make <u>N/A</u>			N/A		
Model <u>N/A</u> Color _____ Mileage _____			N/A		
LICENSE NUMBER <u>N/A</u> VALID. NUMBER _____			N/A		
SERIAL NUMBER <u>N/A</u>			TOTAL OPTIONS		
TRADE-IN BALANCE INFORMATION			N/A		
BALANCE OWED TO:			VEHICLE PRICE WITH OPTIONS		
BALANCE <u>0.00</u> GOOD 'TILL _____			4402.85		
LIEN INFORMATION			TOTAL		
Buyer assumes responsibility of any difference in payoff, in excess of amount shown, and will pay such difference in cash, on demand. If not so paid, buyer authorizes dealer, at dealer's option, to increase monthly payments and contract balance to cover differences plus finance charges thereon.			4402.85		
LIENHOLDER _____ PHONE NO. <u>2483229800</u>			TRADE-IN CREDIT		
ADDRESS _____			0.00		
CITY _____ STATE _____ ZIP _____			TRADE DIFFERENCE		
DRAFT AMOUNT _____ ATTENTION OF _____			4402.85		
WARRANTY DISCLAIMER			SALES TAX		
Any warranties on the products sold hereby are those made by the manufacturer. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.			N/A		
Documentary Fee			INSPECTION FEE		
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			N/A		
			LICENSE FEE		
			131.50		
			DEALER'S INVENTORY TAX		
			8.03		
			DOCUMENTARY FEE		
			225.00		
			TOTAL CASH PRICE		
			4767.38		
			BALANCE DUE ON TRADE-IN		
			N/A		
			ADMIN FEE		
			N/A		
			Other Financed Amounts		
			0.00		
			EXTENDED WARRANTY		
			0.00		
			C.L./A.H. PREMIUM		
			0.00		
			GAP INSURANCE		
			0.00		
			DOWN PAYMENT		
			0.00		
			TOTAL BALANCE DUE		
			4767.38		
Purchaser agrees that this order includes all of the terms and conditions hereof, that this order cancels and supersedes any prior agreement and, as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that this order shall not become binding until accepted by the dealer or his authorized agent.					
SALESPERSON _____		MANAGEMENT APPROVAL _____			
PURCHASER'S SIGNATURE <u>✓</u>		DATE <u>9/22/2026</u>			

DJ Automotive Information Services, Inc.

1400 W 7th ST, STE 200 Fort Worth, TX 76102		COMMERCIAL VEHICLE LEASING		817-355-3273	
DATE <u>9/22/2026</u>		DEAL NO. <u>373838FC</u>			
PURCHASER <u>CITY OF MISSION</u>		EMAIL <u>jagarcia@missiontexas.us</u>			
ADDRESS <u>1201 E 8TH STREET</u>		PHONE _____			
CITY, STATE, & ZIP <u>Mission TX 78572</u>		PHONE _____			
VEHICLE BEING PURCHASED			DEALER INSTALLED OPTIONS		
☐ NEW ☐ USED ☐ CAR ☐ TRUCK		STOCK NO.		N/A	
Year Make				N/A	
2020 Ram RAM 1500 CLASSIC 2WD Crew Cab Tradesman				N/A	
Model Color Mileage				N/A	
White 43,129				N/A	
SERIAL NUMBER 3C6JR6DG4LG209530				N/A	
DESCRIPTION OF TRADE-IN			N/A		
Year Make			N/A		
N/A N/A			N/A		
Model Color Mileage			N/A		
N/A			N/A		
LICENSE NUMBER N/A VALID. NUMBER			N/A		
SERIAL NUMBER N/A			TOTAL OPTIONS N/A		
TRADE-IN BALANCE INFORMATION			VEHICLE PRICE WITH OPTIONS 4402.85		
BALANCE OWED TO:			TOTAL 4402.85		
BALANCE 0.00 GOOD 'TILL			TRADE-IN CREDIT 0.00		
LIEN INFORMATION			TRADE DIFFERENCE 4402.85		
Buyer assumes responsibility of any difference in payoff, in excess of amount shown, and will pay such difference in cash, on demand. If not so paid, buyer authorizes dealer, at dealer's option, to increase monthly payments and contract balance to cover differences plus finance charges thereon.			SALES TAX N/A		
LIENHOLDER PHONE NO. 2483229800			INSPECTION FEE N/A		
ADDRESS			TRANSFER FEE N/A		
CITY STATE ZIP			LICENSE FEE 131.50		
DRAFT AMOUNT ATTENTION OF			DEALER'S INVENTORY TAX 8.03		
WARRANTY DISCLAIMER			DOCUMENTARY FEE 225.00		
Any warranties on the products sold hereby are those made by the manufacturer. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.			TOTAL CASH PRICE 4767.38		
Documentary Fee A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.			BALANCE DUE ON TRADE-IN N/A		
The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.			ADMIN FEE N/A		
			Other Financed Amounts 0.00		
			EXTENDED WARRANTY 0.00		
			C.L./A.H. PREMIUM 0.00		
			GAP INSURANCE 0.00		
			DOWN PAYMENT 0.00		
			TOTAL BALANCE DUE 4767.38		
Purchaser agrees that this order includes all of the terms and conditions hereof, that this order cancels and supersedes any prior agreement and, as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that this order shall not become binding until accepted by the dealer or his authorized agent.					
SALESPERSON _____		MANAGEMENT APPROVAL _____			
PURCHASER'S SIGNATURE ✓ _____		DATE <u>9/22/2026</u>			

DJ Automotive Information Services, Inc.

1400 W 7th ST, STE 200 Fort Worth, TX 76102		COMMERCIAL VEHICLE LEASING		817-355-3273	
DATE <u>9/22/2026</u>		DEAL NO. <u>373839FC</u>			
PURCHASER <u>CITY OF MISSION</u>		EMAIL <u>jagarcia@missiontexas.us</u>			
ADDRESS <u>1201 E 8TH STREET</u>		PHONE _____			
CITY, STATE, & ZIP <u>Mission TX 78572</u>		PHONE _____			
VEHICLE BEING PURCHASED			DEALER INSTALLED OPTIONS		
☐ NEW ☐ USED ☐ CAR ☐ TRUCK		STOCK NO.		N/A	
Year Make				N/A	
2020 Ram RAM 1500 CLASSIC 2WD Crew Cab Tradesman				N/A	
Model Color Mileage				N/A	
White 46,598				N/A	
SERIAL NUMBER 3C6JR6DG6LG209531				N/A	
DESCRIPTION OF TRADE-IN			N/A		
Year Make				N/A	
N/A N/A				N/A	
Model Color Mileage				N/A	
N/A				N/A	
LICENSE NUMBER N/A VALID. NUMBER				N/A	
SERIAL NUMBER N/A				TOTAL OPTIONS	
				N/A	
TRADE-IN BALANCE INFORMATION			VEHICLE PRICE WITH OPTIONS		
BALANCE OWED TO:			4402.85		
BALANCE 0.00 GOOD 'TILL			TOTAL		
			4402.85		
LIEN INFORMATION			TRADE-IN CREDIT		
Buyer assumes responsibility of any difference in payoff, in excess of amount shown, and will pay such difference in cash, on demand. If not so paid, buyer authorizes dealer, at dealer's option, to increase monthly payments and contract balance to cover differences plus finance charges thereon.			0.00		
LIENHOLDER PHONE NO. 2483229800			TRADE DIFFERENCE		
ADDRESS			4402.85		
CITY STATE ZIP			SALES TAX		
DRAFT AMOUNT ATTENTION OF			N/A		
WARRANTY DISCLAIMER			INSPECTION FEE		
Any warranties on the products sold hereby are those made by the manufacturer. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.			N/A		
Documentary Fee			TRANSFER FEE		
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			131.50		
			DEALER'S INVENTORY TAX		
			8.03		
			DOCUMENTARY FEE		
			225.00		
			TOTAL CASH PRICE		
			4767.38		
			BALANCE DUE ON TRADE-IN		
			N/A		
			ADMIN FEE		
			N/A		
			Other Financed Amounts		
			0.00		
			EXTENDED WARRANTY		
			0.00		
			C.I./A.H. PREMIUM		
			0.00		
			GAP INSURANCE		
			0.00		
			DOWN PAYMENT		
			0.00		
			TOTAL BALANCE DUE		
			4767.38		
Purchaser agrees that this order includes all of the terms and conditions hereof, that this order cancels and supersedes any prior agreement and, as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that this order shall not become binding until accepted by the dealer or his authorized agent.					
SALESPERSON _____		MANAGEMENT APPROVAL _____			
PURCHASER'S SIGNATURE ✓ _____		DATE <u>9/22/2026</u>			

DJ Automotive Information Services, Inc.

1400 W 7th ST, STE 200 Fort Worth, TX 76102		COMMERCIAL VEHICLE LEASING		817-355-3273	
DATE <u>9/22/2026</u>		DEAL NO. <u>373840FC</u>			
PURCHASER <u>CITY OF MISSION</u>		EMAIL <u>jagarcia@missiontexas.us</u>			
ADDRESS <u>1201 E 8TH STREET</u>		PHONE _____			
CITY, STATE, & ZIP <u>Mission TX 78572</u>		PHONE _____			
VEHICLE BEING PURCHASED			DEALER INSTALLED OPTIONS		
☐ NEW ☐ USED ☐ CAR ☐ TRUCK		STOCK NO.		N/A	
Year Make				N/A	
2020 Ram RAM 1500 CLASSIC 2WD Crew Cab Tradesman				N/A	
Model Color Mileage				N/A	
White 55,980				N/A	
SERIAL NUMBER 3C6JR6DGXLG232035				N/A	
DESCRIPTION OF TRADE-IN			N/A		
Year Make				N/A	
N/A N/A				N/A	
Model Color Mileage				N/A	
N/A				N/A	
LICENSE NUMBER N/A VALID. NUMBER				N/A	
SERIAL NUMBER N/A				TOTAL OPTIONS N/A	
TRADE-IN BALANCE INFORMATION			VEHICLE PRICE WITH OPTIONS 4562.81		
BALANCE OWED TO:			TOTAL 4562.81		
BALANCE 0.00 GOOD 'TILL			TRADE-IN CREDIT 0.00		
LIEN INFORMATION			TRADE DIFFERENCE 4562.81		
Buyer assumes responsibility of any difference in payoff, in excess of amount shown, and will pay such difference in cash, on demand. If not so paid, buyer authorizes dealer, at dealer's option, to increase monthly payments and contract balance to cover differences plus finance charges thereon.			SALES TAX N/A		
LIENHOLDER PHONE NO. 2483229800			INSPECTION FEE N/A		
ADDRESS			TRANSFER FEE N/A		
CITY STATE ZIP			LICENSE FEE 131.50		
DRAFT AMOUNT ATTENTION OF			DEALER'S INVENTORY TAX 8.32		
WARRANTY DISCLAIMER			DOCUMENTARY FEE 225.00		
Any warranties on the products sold hereby are those made by the manufacturer. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.			TOTAL CASH PRICE 4927.63		
Documentary Fee			BALANCE DUE ON TRADE-IN N/A		
A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.			ADMIN FEE N/A		
The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.			Other Financed Amounts 0.00		
			EXTENDED WARRANTY 0.00		
			C.L./A.H. PREMIUM 0.00		
			GAP INSURANCE 0.00		
			DOWN PAYMENT 0.00		
			TOTAL BALANCE DUE 4927.63		
Purchaser agrees that this order includes all of the terms and conditions hereof, that this order cancels and supersedes any prior agreement and, as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that this order shall not become binding until accepted by the dealer or his authorized agent.					
SALESPERSON _____		MANAGEMENT APPROVAL _____			
PURCHASER'S SIGNATURE ✓ _____		DATE <u>9/22/2026</u>			

DJ Automotive Information Services, Inc.

1400 W 7th ST, STE 200 Fort Worth, TX 76102		COMMERCIAL VEHICLE LEASING		817-355-3273	
DATE <u>9/22/2026</u>		DEAL NO. <u>373841FC</u>			
PURCHASER <u>CITY OF MISSION</u>		EMAIL <u>jagarcia@missiontexas.us</u>			
ADDRESS <u>1201 E 8TH STREET</u>		PHONE _____			
CITY, STATE, & ZIP <u>Mission TX 78572</u>		PHONE _____			
VEHICLE BEING PURCHASED			DEALER INSTALLED OPTIONS		
☐ NEW ☐ USED ☐ CAR ☐ TRUCK		STOCK NO.		N/A	
Year <u>Make</u>				N/A	
2020 Ram RAM 1500 CLASSIC 2WD Crew Cab Tradesman				N/A	
Model <u>Color</u> Mileage				N/A	
White 66,778				N/A	
SERIAL NUMBER <u>1C6RR6KG5LS153323</u>				N/A	
DESCRIPTION OF TRADE-IN			N/A		
Year <u>Make</u>				N/A	
N/A N/A				N/A	
Model <u>Color</u> Mileage				N/A	
N/A				N/A	
LICENSE NUMBER <u>N/A</u> VALID. NUMBER				N/A	
SERIAL NUMBER <u>N/A</u>				TOTAL OPTIONS	
				N/A	
TRADE-IN BALANCE INFORMATION			VEHICLE PRICE WITH OPTIONS		
BALANCE OWED TO:			4562.81		
BALANCE <u>0.00</u> GOOD 'TILL			TOTAL		
			4562.81		
LIEN INFORMATION			TRADE-IN CREDIT		
Buyer assumes responsibility of any difference in payoff, in excess of amount shown, and will pay such difference in cash, on demand. If not so paid, buyer authorizes dealer, at dealer's option, to increase monthly payments and contract balance to cover differences plus finance charges thereon.			0.00		
LIENHOLDER <u>PHONE NO. 2483229800</u>			TRADE DIFFERENCE		
ADDRESS			4562.81		
CITY <u>STATE</u> ZIP			SALES TAX		
DRAFT AMOUNT <u>ATTENTION OF</u>			N/A		
WARRANTY DISCLAIMER			INSPECTION FEE		
Any warranties on the products sold hereby are those made by the manufacturer. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.			N/A		
Documentary Fee			TRANSFER FEE		
A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.			N/A		
The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.			LICENSE FEE		
			131.50		
			DEALER'S INVENTORY TAX		
			8.32		
			DOCUMENTARY FEE		
			225.00		
			TOTAL CASH PRICE		
			4927.63		
			BALANCE DUE ON TRADE-IN		
			N/A		
			ADMIN FEE		
			N/A		
			Other Financed Amounts		
			0.00		
			EXTENDED WARRANTY		
			0.00		
			C.I./A.H. PREMIUM		
			0.00		
			GAP INSURANCE		
			0.00		
			DOWN PAYMENT		
			0.00		
			TOTAL BALANCE DUE		
			4927.63		
Purchaser agrees that this order includes all of the terms and conditions hereof, that this order cancels and supersedes any prior agreement and, as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that this order shall not become binding until accepted by the dealer or his authorized agent.					
SALESPERSON _____		MANAGEMENT APPROVAL _____			
PURCHASER'S SIGNATURE ☒ _____		DATE <u>9/22/2026</u>			

DJ Automotive Information Services, Inc.

1400 W 7th ST, STE 200 Fort Worth, TX 76102		COMMERCIAL VEHICLE LEASING		817-355-3273	
DATE <u>9/22/2026</u>		DEAL NO. <u>373842FC</u>			
PURCHASER <u>CITY OF MISSION</u>		EMAIL <u>jagarcia@missiontexas.us</u>			
ADDRESS <u>1201 E 8TH STREET</u>		PHONE _____			
CITY, STATE, & ZIP <u>Mission TX 78572</u>		PHONE _____			
VEHICLE BEING PURCHASED			DEALER INSTALLED OPTIONS		
☐ NEW ☐ USED ☐ CAR ☐ TRUCK		STOCK NO.		N/A	
Year _____ Make _____				N/A	
2020 Ram RAM 1500 CLASSIC 2WD Crew Cab Tradesman				N/A	
Model _____ Color _____ Mileage _____				N/A	
White 46,923				N/A	
SERIAL NUMBER <u>1C6RR6KG7LS153324</u>				N/A	
DESCRIPTION OF TRADE-IN			N/A		
Year _____ Make _____				N/A	
N/A N/A				N/A	
Model _____ Color _____ Mileage _____				N/A	
N/A				N/A	
LICENSE NUMBER _____ N/A VALID. NUMBER _____				N/A	
SERIAL NUMBER N/A				TOTAL OPTIONS	
				N/A	
TRADE-IN BALANCE INFORMATION			VEHICLE PRICE WITH OPTIONS		
BALANCE OWED TO:			4925.00		
BALANCE _____ GOOD 'TILL _____			TOTAL		
0.00			4925.00		
LIEN INFORMATION			TRADE-IN CREDIT		
Buyer assumes responsibility of any difference in payoff, in excess of amount shown, and will pay such difference in cash, on demand. If not so paid, buyer authorizes dealer, at dealer's option, to increase monthly payments and contract balance to cover differences plus finance charges thereon.			0.00		
LIENHOLDER _____ PHONE NO. <u>2483229800</u>			TRADE DIFFERENCE		
ADDRESS _____			4925.00		
CITY _____ STATE _____ ZIP _____			SALES TAX		
DRAFT AMOUNT _____ ATTENTION OF _____			N/A		
WARRANTY DISCLAIMER			INSPECTION FEE		
Any warranties on the products sold hereby are those made by the manufacturer. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.			N/A		
Documentary Fee			TRANSFER FEE		
A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.			N/A		
The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.			LICENSE FEE		
			131.50		
			DEALER'S INVENTORY TAX		
			8.98		
			DOCUMENTARY FEE		
			225.00		
			TOTAL CASH PRICE		
			5290.48		
			BALANCE DUE ON TRADE-IN		
			N/A		
			ADMIN FEE		
			N/A		
			Other Financed Amounts		
			0.00		
			EXTENDED WARRANTY		
			0.00		
			C.L./A.H. PREMIUM		
			0.00		
			GAP INSURANCE		
			0.00		
			DOWN PAYMENT		
			0.00		
			TOTAL BALANCE DUE		
			5290.48		
Purchaser agrees that this order includes all of the terms and conditions hereof, that this order cancels and supersedes any prior agreement and, as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that this order shall not become binding until accepted by the dealer or his authorized agent.					
SALESPERSON _____		MANAGEMENT APPROVAL _____			
PURCHASER'S SIGNATURE ☒ _____		DATE <u>9/22/2026</u>			

DJ Automotive Information Services, Inc.



CITY OF MISSION

"Home of the Grapefruit"

July 22, 2019

Charles E. Cain
Commercial Vehicle Leasing, L.P.
dba D&M Leasing
2730 N. Hwy 360
Grand Prairie, Texas 75050

Subject: Notice of Award— Bid No: 19-139-02-22 Lease of City Fleet Vehicles

Dear Mr. Cain:

You are hereby notified that you have been awarded City of Mission Bid No: 19-139-02-22 Lease of City Fleet Vehicles. Please use this bid number on any correspondence to the City of Mission.

To facilitate the discharge of this contract, the Technical Representative (TR) for the contract is Eduardo Belmarez, Purchasing Director who can be reached at (956) 580-8667. The Technical Representative will perform the following duties during the term of this contract:

1. Monitor, verify and take such action necessary to ensure that your firm performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications. Specific emphasis shall be placed on the quality, quantity, acceptability, and manner of work for both adherences to the contract provisions and to your firm's quality control program.
2. Notify your firm of deficiencies observed during delivery of goods and/or services and direct your firm to comply with the contract requirements. Coordinate with the Purchasing Agent about your firm's unacceptable performance. Your firm's corrective actions must be within the scope of the contract.
3. Forward all disagreements with your firm that cannot be resolved within the scope of the delegated authority to higher levels within the City. The TR will provide records and reports to the Purchasing Agent concerning faulty or non-conforming work, delays or problems, and recommend appropriate actions to effect correction within the scope of the contract or dispute.
4. Ensure that any City furnished property is provided and returned in accordance with the contract provisions.

5. Maintain records applicable to the criteria established in the contract for performance issues, as they relate to the assessment of potential liquidated damages. Assert when applicable, in coordination with the Purchasing Agent, any damages provided in the contract due to your firm's failure to meet standards.
6. Maintain a current record of the obligated contract dollar amount, billed and paid.
7. Recommend acceptance or rejection of invoices that have been submitted by your firm. Disposition of payment recommendations rest with the appropriate Purchasing Agent and the TR.
8. Coordinate with the Purchasing Agent prior to releasing any correspondence involving schedule, performance, cost, and invoices/payment.
9. Work with the Purchasing Agent to properly close out the contract and all records.
10. Perform, or cause to be performed, inspections required by the contract. Verify that your firm has corrected all deficiencies. Act as certifying official, and receive, accept or reject supplies/services for the City specified in the contract and invoiced by your firm.

The following actions are specifically reserved for the Purchasing Agent.

1. Issuance of any orders or modifications to your firm regarding contractual matters, such as changes in price, deliveries, statements of work, specifications, or other contractual terms.
2. Directing work to start or stop, except as specifically provided for by the terms and conditions of the contract.
3. Amending the contract requirements in any respect.
4. Submit for Approval any action that will result in additional charges to the City.
5. Interpretation of contract terms and conditions.

In the event of the Technical Representative absence, the Purchasing Agent shall act in this capacity. The presence or absence of the TR shall not relieve the Contractor from any requirements of the contract. In the event of any discrepancies the original bid submitted will take precedence.

This assignment and delegation of the city is effective as of this date and shall remain in full effect until contract expiration or termination in writing by the Purchasing Agent.

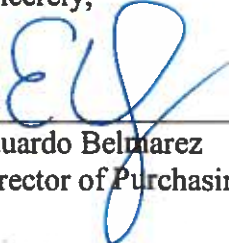
A copy of your bid response is enclosed for your records. Said bid response and this notice of award constitute the contract. Please include the bid number on all correspondence pertaining to this contract, and with each invoice that you submit.

If you have any questions, please contact your assigned **Purchasing Director, Eduardo Belmarez** at the phone number or address listed below.

City of Mission
1201 E. 8th Street
Mission, TX 78592
956/580-8667
956/580-8798 FAX

We appreciate your interest in City of Mission and look forward to working with you.

Sincerely,



Eduardo Belmarez
Director of Purchasing

07/22/2019

Date



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 13, 2026

PRESENTED BY: Brad Bentsen, Parks & Recreation Director

AGENDA ITEM: Discussion and possible action on matters related to the authorization to purchase pool chemicals, acid feeder systems, and integrated electronic systems from Aquatic Commercial Solutions, Inc., through BuyBoard Contract No. 801-26, in an amount not to exceed \$45,000 for FY 2026–2027 – Bentsen

NATURE OF REQUEST:

Authorization is requested to purchase pool chemicals, acid feeder systems, and integrated electronic systems from Aquatic Commercial Solutions, Inc., through BuyBoard Contract No. 801-26, on an as-needed basis for FY 2026–2027.

These purchases will support water treatment and the monitoring and control of pH levels and chlorine concentrations at Bannworth Natatorium, Mayberry Pool, Tatan Park Splash Pad, and the Mission Event Center fountain.

Anticipated aggregate expenditures exceed the City's \$25,000 purchasing threshold. Total expenditures shall not exceed \$45,000, including applicable surcharges, freight, and related fees, subject to available funding.

BUGETED:	Yes	FUND:	Chemicals and Laboratory	ACCT. #:	01-467-64220
	Yes		Chemicals and Laboratory		01-465-64220

BUDGET:	\$20,000.00	EST. COST:	\$20,000.00	CURRENT BUDGET BALANCE:	\$20,000.00
	\$25,000.00		\$26,500.00		\$26,500.00

BID AMOUNT: _____

STAFF RECOMMENDATION:

Authorization to Award

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *JP7*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____



AQUATIC COMMERCIAL SOLUTIONS, INC.

P.O. BOX 1233 • DRIPPING SPRINGS TX 78620
Phone; 210.381.3544

Item 29.

Rick Contreras
Aquatics Director
City of Mission

September 29, 2026

Below you will find the Buy Board Contract number and pricing information for annual Swimming Pool Chemicals, Supplies & Equipment. Due to market supply issues and other, below products may become unavailable in the specified sizes or product itself, if so, there may be an upcharge for different sizes or if other manufactures/suppliers must be resourced. City will be notified of any upcharge changes, prior to ordering products. If actual products below have a price increase, the actual manufacture/supplier marginal increase will be added to the pricing below. A letter from manufacture/supplier can be supplied at that time. If you have any further questions, please do not hesitate to contact me.

Sincerely,

Joe York
Sales
Aquatic Commercial Solutions, Inc.
jeyorkiv@gmail.com
210.381.3544 Cell

Product & Description		Unit Cost	Ext. Cost
PULSAR BRIQUETTES, CAL HYPO,	50 LB. PAIL	\$ 5.28 Lb.	\$ 264.00 Ea.
PULSAR CAL HYPO GRAN,	50 LB. DRUM	\$ 5.39 Lb.	\$ 269.50 Ea.
PULSAR CAL HYPO GRAN,	100 LB. DRUM	\$ 3.57 Lb.	\$ 357.00 Ea.
PULSAR ISOCYANURIC ACID, (Stabilizer)	100 LB. DRUM	\$ 2.75 Lb.	\$ 275.00 Ea.
SODIUM BICARBONATE	50 LB. BAG	\$ 1.10 Lb.	\$ 55.00 Ea.
HYDROCHLORIC ACID	4x1 Gal. Case	\$ 9.65 Gal.	\$ 38.60 Cs.
HYPOCHLORITE SOLUTION	4x1 Gal. Case	\$ 9.95 Gal.	\$ 39.80 Cs.
TRICHLOR 3" TABLETS	50 lb. pail	\$ 4.95 Lb.	\$ 247.50 Ea.

Water Management Upcharge per pound/gallon, may apply Per Gal/Pound \$0.50
EFS CHARGE: 6% of invoice total or a minimum charge of \$100.00,
If not available locally a delivery charge may apply.

Buy Board Contract: Swimming Pool Chemicals, Supplies&Equipment #801-26

Aquatic Commercial Solutions, Inc. Effective date: **6/01/2026**

P. O. Box 1233 Dripping Springs, TX. 78620 Expiration date: **5/31/2027**

Water Management Consist of Providing New Chemical Feeding Equipment Repair &
Service of Supplied Equipment (any parts needed to repair may have an associated cost).



Vendor Contract Information Summary

Vendor	Aquatic Commercial Solutions, Inc.
Contact	Joe York
Phone	210-381-3544
Email	pja7262@gmail.com
Vendor Website	Acstx.com
TIN	74-2768329
Address Line 1	3415 Old Forge
Vendor City	San Antonio
Vendor Zip	78230
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Company Truck
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	Texas
Contract Name	Swimming Pool Chemicals, Supplies, and Equipment
Contract No.	801-26
Effective	06/01/2026
Expiration	05/31/2029
Accepts RFQs	Yes
Return Policy	Stock items 30 days Special order items non-refundable



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 13, 2026
PRESENTED BY: Edgar Gonzalez, EIT., Deputy City Engineer
AGENDA ITEM: Discussion and possible action on matters related to the Authorization to solicit bids for Lift Station No. 10 Re-Route Project - Gonzalez

NATURE OF REQUEST:

Authorization to solicit bids for Lift Station No. 10 Re-Route Project. The City of Mission has an Interlocal Agreement with AGUA SUD to redirect a portion of the influent wastewater flow received at the City's Lift Station No. 10, located on Inspiration Road, to AGUA SUD's lift station located on La Homa Road.

The proposed improvements include modifications and rehabilitation of the existing wet wells at Lift Station No. 10, installation of a new independent pump dedicated to the redirected wastewater flow, and construction of approximately one mile of dedicated force main extending from Lift Station No. 10 to the receiving AGUA SUD lift station.

The proposed improvements will allow the City to redirect a portion of the influent wastewater flow from Lift Station No. 10, thereby reducing flows within the downstream collection system and improving overall system capacity and operational efficiency.

BUGETED: Yes **FUND:** _____ **ACCT. #:** _____

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

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

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

_____ AYES

_____ NAYS

_____ DISSENTING _____

TABLE OF CONTENTS

Sections

Pages

TECHNICAL SPECIFICATIONS**DIVISION 01 – GENERAL REQUIREMENTS**

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01035	Control of Work	01035-1	-	01035-4
01311	Schedule and Sequence of Construction	01311-1	-	01311-4
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DIVISION 02 – SITEWORK

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09900	Painting	09900-1	-	09900-6
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15064	PVC Pressure Pipe	15064-1	-	15064-6
15066	PVC Force Main Pipe	15066-1	-	15066-4
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END OF SECTION



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 13, 2026

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

AGENDA ITEM: Consideration and possible action on matters related to the approval of a variance to allow the construction of a 100-foot in height pylon sign for the Circle K gas station, being Lot 1, El Milagro Commercial Phase 1 Subdivision, located at 1601 E. Military Road (F.M. 1016). Applicant – Laura Davalos (Alamo Sign Solutions) - Cervantes

NATURE OF REQUEST:

Project Timeline:

- August 05, 2026 – Letter with variance request submitted to the City.
- September 16, 2026 – Consideration of the requested variance by the Planning and Zoning Commission.
- October 13, 2026 – Consideration of the requested variance by the City Council.

Summary:

- The applicant is proposing to construct a pylon sign measuring 100 feet in height instead of the required 80-foot maximum height.
- The request is for a variance not to comply with Sec. 86-155 (2) (f) (3) – Expressway and Secondary Arterial Corridors of the Mission Code of Ordinances, which states:
- Ground or tenant sign: In the case of a multiunit building, one ground pole or tenant sign will be allowed per site
 - Maximum height: 80 feet

STAFF RECOMMENDATION:

Staff recommends denial.

Departmental Approval: Denial

Advisory Board Recommendation: Denial

City Manager's Recommendation: Denial *JP7*

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____

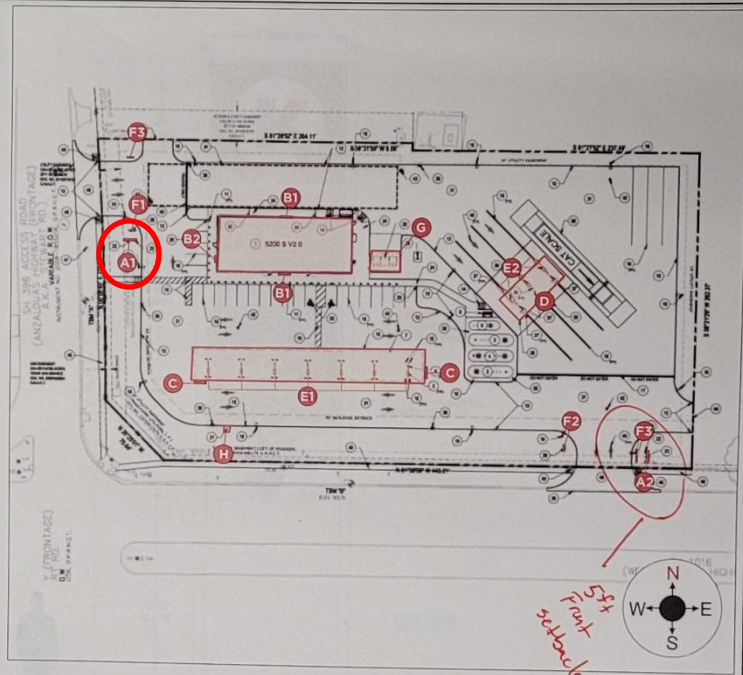
AERIAL MAP



SITE PLAN

SCOPE OF WORK

A1	100' O.A.H. x 6' NEW HI-RISE SIGN	PART#: (TBD)	452.67 SF	QTY:1
	- CIRCLE K LOGO/TRUCK DIESEL - UNLEADED / 8" TOGGLE WITH 60" RED ABLE LEDS - DIESEL WITH 60" GREEN ABLE LEDS			
A2	30' O.A.H. x 6', NEW BTP SIGN	PART#: (TBD)	117.50 SF	QTY:1
	- CIRCLE K LOGO - TRUCK DIESEL - UNLEADED / 4" TOGGLE WITH 24" RED ABLE LEDS - DIESEL WITH 24" GREEN ABLE LEDS - NEW 3x6' EMC			
B1	5' x 12' CK BUILDING SIGN	PART#: (CK54512SP19L)	63.49 SF	QTY:2
	5' X 12' CIRCLE K BUILDING SIGN CENTERED ON FRONT AND REAR ELEVATIONS			
B2	5' X 4' CK TOTEM BUILDING SIGN	PART#: CK50504WAL	20.84 SF	QTY:1
	5' X 4' CK TOTEM SIGN ON WEST ELEVATION			
C	MAIN CANOPY (36" FASCIA)	PART#: CK5316SP24LA	60.64 SF	QTY:2
	- INSTALL NEW TRI-COLOR FASCIA - INSTALL 2 ILLUMINATED WORDMARKS - INSTALL EQCLEARANCE ABOVE ENTRANCE & EXIT ELEVATIONS - INSTALL EYEBROW DOWNING ON THE 3 SIDES FACING AWAY FROM THE STORE			
D	DIESEL CANOPY (36" FASCIA)	PART#: (TBD)	SF	QTY:2
	- INSTALL (2) NEW ILLUMINATED CIRCLE K W/ DEF CANOPY SIGNS WITH DOWNLIGHTING ON ALL SIDES - INSTALL (2) NEW ILLUMINATED SIGNS ON DIESEL CANOPY - INSTALL CLEARANCE SIGNS			
E	DISPENSERS & FORECOURT	PART#: (TBD)	SF	QTY:7
	INSTALL NEW CKSPUMPDNE20 AND CKSPUMPTDDEF20 ON DISPENSERS AND FLAGS.			
F	WAYFINDING SIGNS (CK)(TRUCK)	PART#: (TBD)	SF	QTY:
	INSTALL NEW CIRCLE K AND TRUCK DIRECTIONAL SIGNS, AT DRIVEWAY ENTRIES			
G	TRASH ENCLOSURE	PART#: (TBD)	SF	QTY:
	INSTALL NEW TRASH ENCLOSURE PER CIRCLE K STANDARDS			
H	AIR/WATER PUMP/VACUUM	PART#: (TBD)	SF	
	INSTALL NEW CIRCLE K BRANDED AIR/WATER PUMP/VACUUM			



Site Overview

SITE#: MISSION, TX
1601 E. MILITARY RD & SH 396 RD MISSION, TX 78572
12/23/2025 (01/2)
CK_HTL_160-E-MILITARY RD AND SH-396 RD MISSION TX-G

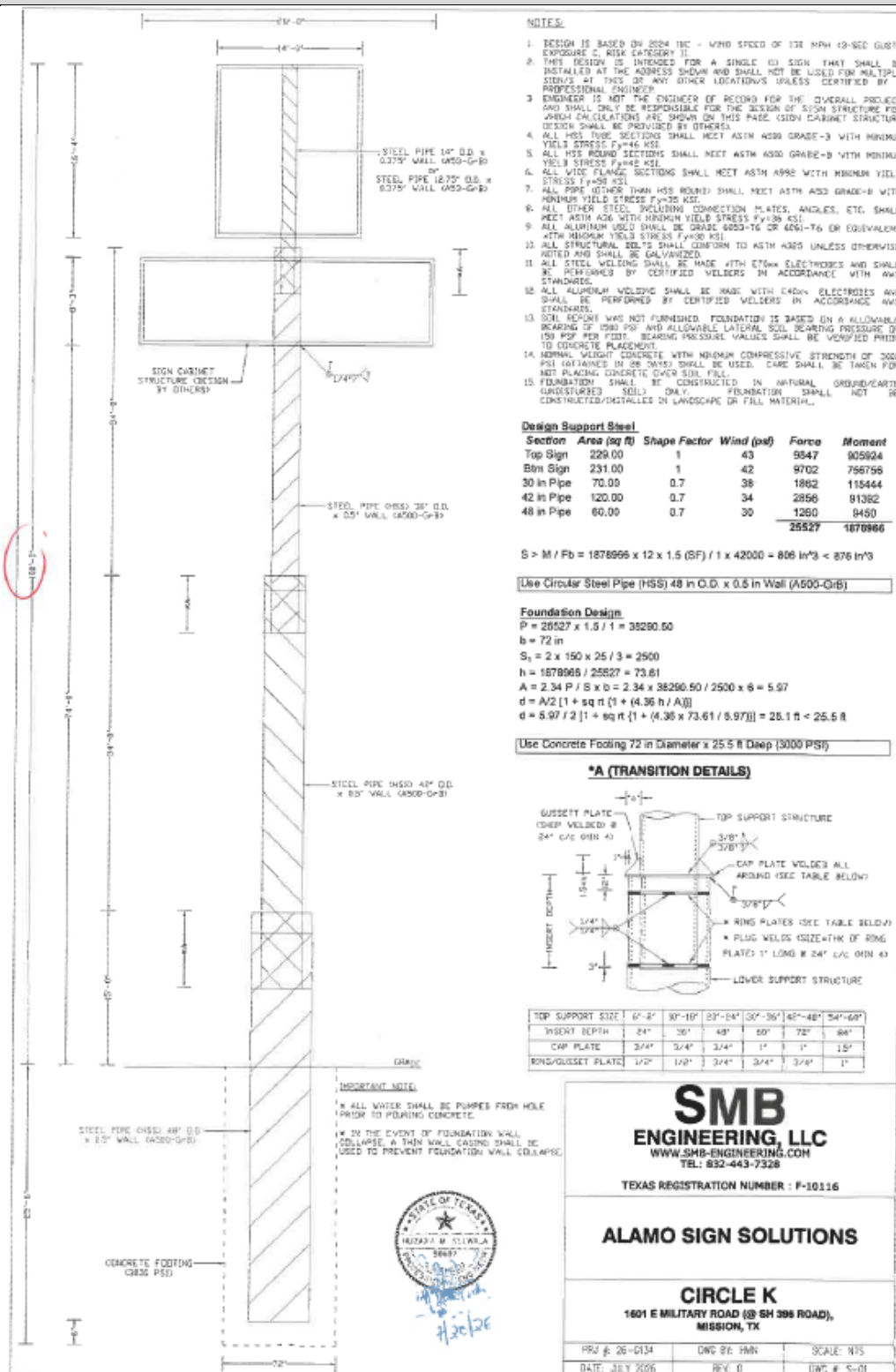
VARIANCE LETTER

1731 S. San Marcos St. Bldg. 818 | San Antonio, Texas 78207 | 210-239-6777

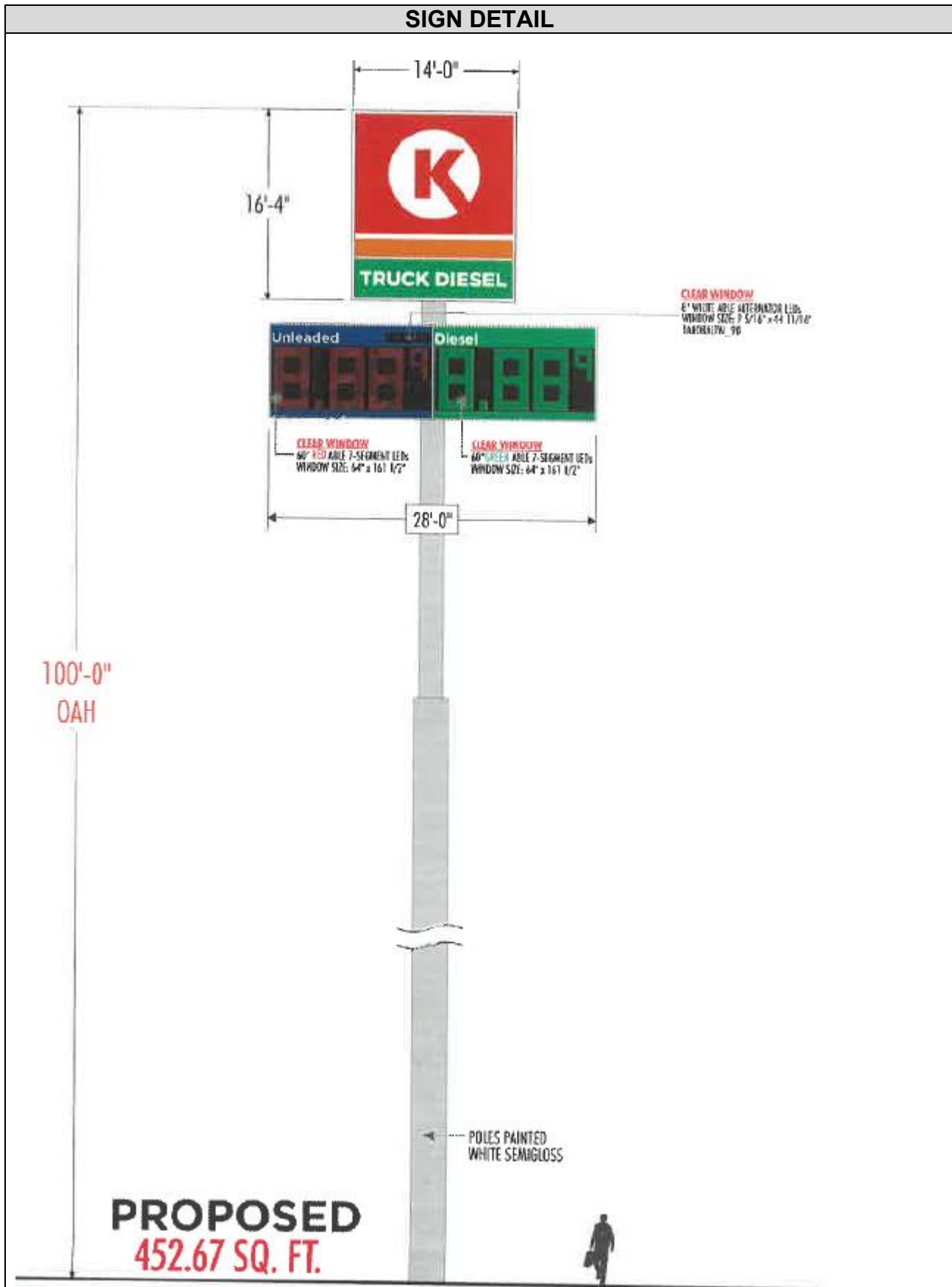
The requested variance is intended to improve the visibility and exposure of the fueling station. This facility includes truck diesel fueling and is strategically located in close proximity to Interstate 396. A 100-foot pylon sign would provide excellent visibility for motorists and commercial trucks traffic traveling in both directions on the interstate, allowing drivers to easily identify and access the station. Increased sign height is necessary to ensure the station is visible from the interstate and to effectively direct both passenger vehicles and commercial trucks to the site. Without the additional sign height, visibility from the interstate would be substantially diminished by distance, and surrounding development, reducing the effectiveness of the signage and limiting the station's ability to serve the traveling public.

With any questions, please contact Laura Davalos at (210) 239- 6777.

SIGN EXHIBIT



SIGN DETAIL



EXAMPLE EXISTING 80FT SIGN AT 100 E. EXPRESSWAY 83



EXAMPLE OF AN EXISTING 80FT SIGN



CIRCLE K PROJECT UNDER CONSTRUCTION





CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 13, 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: N/A **FUND:** N/A **ACCT. #:** N/A

BUDGET: \$ N/A **EST. COST:** \$ N/A **CURRENT BUDGET BALANCE:** \$ N/A

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 _____

- **Updates animal-related definitions**
 - Adds/clarifies definitions for **Community Cat, Community Cat Caretaker, Community Cat Program, TNR Program, Animal Care Officer, Animal Care Services, Animal Rescue Organization, Microchip, Secure Enclosure, and Dangerous or Vicious Dog.**
 - Clarifies that returning an **ear-tipped community cat** after sterilization and vaccination is not abandonment.
 - Updates the definition of a kennel to address premises where up to six dogs or cats over four months old are kept.
- **Changes the setback for domestic fowl**
 - Reduces the required distance from a residential building, school, church, business, etc. from **100 feet to 25 feet.**
 - Expressly states that the setback applies to all domestic fowl, including chickens.
- **Adds a four-chicken limit and prohibits roosters**
 - Prohibits keeping **more than four chickens or any rooster** on a premises within the city.
- **Revises dangerous/vicious dog procedures**
 - More closely incorporates the requirements of **Texas Health and Safety Code Chapter 822.**
 - Establishes procedures for sworn complaints, investigation, seizure and impoundment, administrative search warrants, dangerous-dog determinations, owner notification, and appeals.
 - Provides that the owner has **15 days after notification** to appeal a dangerous-dog determination.
 - Adds/clarifies the eight requirements for owners of dangerous dogs, including registration, annual permit, identification collar, secure enclosure, **\$100,000 liability insurance**, muzzle/leash requirements, warning signage, microchipping, and sterilization.
 - Specifically states that euthanasia of a dangerous dog may occur **only pursuant to a court order** under applicable state law.
- **Adds rules governing tranquilizer guns/drugs**
 - Authorizes trained animal-control or police personnel to use tranquilizers or other drugs when an animal is at large and poses a threat or danger.
 - Requires compliance with state and federal law concerning controlled substances and prescription drugs.
 - Makes the animal owner responsible for sedation and related care costs.
- **Revises dog and cat licensing provisions**
 - Clarifies that dogs and cats over four months must be licensed and rabies vaccinated.
 - Updates information required on license applications.
 - Establishes annual rabies vaccination/license registration language.
 - Increases the replacement license-tag fee from **\$2 to \$5.**
- **Adds restrictions on tethering**
 - Prohibits tying an animal, other than livestock, directly to a stationary object.
 - Requires tethered animals to use a **running line, pulley system, or trolley.**

- Prohibits tethering in a manner that allows an animal to reach an alley, sidewalk, public street, or another person's property.
- **Adds/expands animal cruelty provisions**
 - Expressly prohibits animal fighting, training animals for fighting, and inadequate housing/care.
 - Establishes a provision concerning leaving a pet unattended in a motor vehicle for more than **five minutes** when no person age 14 or older is present.
- **Revises treatment of unclaimed animals**
 - Establishes a **three-day holding period**, excluding the day of impoundment and days the facility is closed.
 - Requires reasonable attempts to notify owners when identification is available.
 - Clarifies that quarantine, dangerous-dog holds, and court orders take precedence over the normal holding period.
 - Provides special foster/rescue placement provisions for animals under four months old without prematurely transferring ownership.
- **Revises euthanasia provisions**
 - Allows immediate euthanasia of an animal determined to be seriously injured or diseased under Animal Care Services procedures.
 - Establishes additional restrictions preventing euthanasia while an animal is subject to certain state-mandated quarantine/observation periods, court holds, or statutory holds.
- **Adds a comprehensive list of violations**
 - Prohibits maintaining dogs/cats in inhumane conditions, including lack of food/water, inadequate shelter, unsafe tethering, abandonment, and failure to obtain necessary medical care.
 - Prohibits dogs from running at large.
 - Requires rabies vaccination and City registration.
 - Prohibits excessive barking during nighttime hours.
 - Prohibits keeping **more than six dogs or cats over four months old**.
 - Prohibits intentional or unintentional breeding resulting in a litter.
 - Prohibits feeding strays on public property or City rights-of-way, specifically including feeding bread to ducks at Banworth Park.
 - Provides an exception for licensed businesses involving breeding, care, treatment, or sale of animals, subject to state law.
- **Changes the redemption period**
 - The provision changes the redemption period from **three days to five days after notice** for an owner seeking to reclaim a licensed dog, subject to the calculation rules in the ordinance.
 - Unlicensed dogs may be reclaimed upon proof of ownership, vaccination/licensing, and payment of the applicable impoundment fee.

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 are hereby amended by adding the language (added) and deleting the language that is (~~stricken~~) to read in full 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 article.

Animal Care 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.

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, harbinger, possessor, or keeper of a community cat under this ordinance.

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 or Vicious Dog means a dangerous dog as defined by Section 822.041 of the Texas Health and Safety Code, as amended, that is, any dog that: (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. The terms "dangerous dog," "dangerous or vicious dog," and "vicious dog," as used in this chapter, have the same meaning.

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] (*Anas platyrhynchos*), domestic Muscovy duck (*Cairina moschata*), 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 (*Columba 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 any building, lot, yard, shed or other place on or in which up to six dogs or cats more than 4 months old are kept. The kennel must be properly maintained and secured as to prevent the animal to escape the premises.

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.

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 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 Reptillia; family Helodermatidea (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 *Kirtlandii* (twig snake) only; order Crocodilia (crocodiles, alligators, caimans and gavials).
- (2) Within the class Aves: order Falconiformes (hawks, eagles and vultures) and subdivision Rapitae (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, martins, mink and badgers), family Procyonidae (such as racoons), 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 Primata (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 dog or cat within the city.

Secure Enclosure means, with respect to a dangerous dog, a secure enclosure as defined by Section 822.041 of the Texas Health and Safety Code, as amended, that is, a fenced area or structure that is: (1) locked; (2) capable of preventing the entry of the general public, including children; (3) capable of preventing the escape or release of a dog; (4) clearly marked as containing a dangerous dog; and (5) in conformance with the requirements for enclosures established by animal care services.

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 Our Lady of Guadalupe properties on downtown area. This section, Section 14-32, and the other provisions of this chapter regulating the raising or keeping of livestock, poultry, or other domestic fowl are subject to Chapter 251 of the Texas Agriculture Code, including Sections 251.005 and 251.0055 of that code, and shall not be applied to an agricultural operation, as defined in Section 251.002 of that code, except to the extent permitted by that chapter, regardless of the zoning district in which the agricultural operation is located.

Sec. 14-32. Domestic fowl.

(a) 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. The setback required by this subsection applies to all domestic fowl as defined in Section 14-1 of this chapter, including chickens.

(b) In addition to the setback required by subsection (a) of this section, it shall be unlawful for any person to raise, keep, pen, or harbor more than four (4) chickens, or any rooster, on any premises within the corporate limits of the city.

(c) This section is subject to Chapter 251 of the Texas Agriculture Code to the same extent provided in Section 14-31 of this chapter.

Sec. 14-35. Carnivorous, and wild animals and 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, or any prohibited animal as defined in Section 14-1 of this chapter, which when full grown normally weighs more than five pounds, within the corporate limits of the city. This section does not apply to domesticated dogs, domesticated cats, or other common household pets of the kind described in the definition of "prohibited animal" in Section 14-1 of this chapter.

ARTICLE III. DOGS, CATS, OTHER DOMESTIC, CAPTIVE ANIMALS

Division 1. Generally

Sec. 14-71. Definitions.

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.

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.

Dogs not permitted 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 **during the time of 8:00 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 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 has the same meaning as “dangerous dog” under Section 14-1 of this chapter and Section 822.041 of the Texas Health and Safety Code and 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.~~ **Investigation, seizure and confinement of alleged dangerous dog and determination of a dangerous dog.**

- ~~(a) *Location.* No dog 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 kennel is located or of the operator of the kennel may be located within 200 feet of the dog 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 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.~~
- (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 above, 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 to the extent authorized by, and in accordance with, Chapter 822 or Chapter 826 of the Texas Health and Safety Code or other applicable law. 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 only by authorized personnel in compliance with Section 14-79 of this chapter and applicable law. The cost of securing said dog(s) shall be borne by the owner. A dog seized or impounded under this section shall be held in secure and humane conditions and shall be released, returned to its owner, or otherwise disposed of only as provided by Chapter 822 of the Texas Health and Safety Code, Section 14-78 of this chapter, and any applicable order of a court of competent jurisdiction.
- (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 above, subject to subsection (b) of this section and to the notice, hearing, and appeal provisions of this section and Chapter 822 of the Texas Health and Safety Code.
- (d) The department, as the animal control authority, shall determine whether a dog is dangerous in accordance with Section 822.0421 of the Texas Health and Safety Code, after receiving the sworn statements of any witnesses. 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 and Section 822.042 of the Texas Health and Safety Code, and a statement of the owner's right to appeal the determination as provided in subsection (e) of this section.

- (e) The owner of a dog determined by the department to be dangerous may, not later than the fifteenth (15th) day after the date the owner is notified of the determination, appeal the determination to a justice, county, or municipal court of competent jurisdiction in the manner provided by Section 822.0421 of the Texas Health and Safety Code, and may further appeal the decision of that court as provided by Section 822.0424 of the Texas Health and Safety Code. Nothing in this chapter shall be construed to shorten the time for, or otherwise limit, any right of appeal provided by state law.

Sec. 14-78. Requirements of dangerous dog owners.

- (a) An owner of a dog determined to be dangerous must comply with all of the following eight (8) requirements not later than the thirtieth (30th) day after the date the owner learns that the owner is the owner of a dangerous dog, as provided by Section 822.042 of the Texas Health and Safety Code, and, if the dog has been seized by or delivered to the department, 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 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 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 Section 822.041 of the Texas Health and Safety Code and Section 14-1 of this chapter, except when restrained on a leash as provided in paragraph (5) of this subsection.
 - (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.
- (b) If the owner of a dog determined to be dangerous fails to comply with subsection (a) of this section and Section 822.042(a) of the Texas Health and Safety Code within the period provided by that section, the owner shall deliver the dog to the department not later than the thirtieth (30th) day after the date the owner learns that the dog is a dangerous dog, as required by Section 822.042(b) of the Texas Health and Safety Code. If the owner fails to comply or to deliver the dog, the department or any other person may apply to a justice, county, or municipal court of competent jurisdiction for an order under Section 822.042(c) of the Texas Health and Safety Code, and the dog may be seized, impounded, returned to its owner, or humanely euthanized only as ordered by the court after notice and hearing in accordance with Sections 822.042 and 822.0423 of the Texas Health and Safety Code. As provided by Section 822.042(e) of the Texas Health and Safety Code, the court shall order the dog returned to the owner if the owner complies with subsection (a) of this section and Section 822.042(a) of that code before the eleventh (11th) day after the date on which the dog is seized or delivered to the department, and any order for the destruction of the dog is subject to the stay and appeal provisions of Sections 822.042(e-1) and 822.0424 of that code. The owner shall pay any cost or fee assessed by the city related to the seizure, acceptance, impoundment, or destruction of the dog, as authorized by Section 822.042(d) of the Texas Health and Safety Code.
- (c) Sections 14-76 through 14-78 of this chapter shall be construed and applied in conformity with Subchapter D, Chapter 822, Texas Health and Safety Code, as amended, including the compliance periods, notice and hearing requirements, court orders, and rights of appeal provided by that subchapter, and in the event of any conflict, the provisions of that subchapter shall control. Nothing in this chapter authorizes the euthanasia of a dog for failure to comply with this section except as ordered by a court of competent jurisdiction in accordance with that subchapter.

Sec. 14-79 Use of Tranquilizer Guns and Drugs:

- a) The animal control officer, his agents and any police official who are authorized and trained to do so shall be able to use a tranquilizer gun or any other drug, only in compliance with applicable state and federal law, including laws governing the possession and administration of controlled substances and prescription drugs, 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.

DIVISION 2. LICENSE

Sec. 14-101. Required.

- a) Any owner who shall maintain or keep a dog and 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 their 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 a new vaccination of the rabies is given to the dog or cat. ~~clinics are held in the city.~~ Rabies vaccinations and license registration shall be done yearly.

Sec. 14-104. Application.

Any person desiring a dog 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 and cat and the name, breed, color and sex of the dog or cat being licensed.

Sec. 14-105. Vaccination prerequisite to issuance.

~~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. 14-1056. 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. 14-1076. 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~~ have the number corresponding with the number on the certificate.

Sec. 14-1087. Duplicate tags.

In case a dog 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.~~

~~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. 14-110 108. No refund of fee.

No refunds shall be made for any dog 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 09. 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** has been licensed by the city animal control officer for the current year.

Sec. 114-110 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. 114-111 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. 14-112 Unclaimed Animals

- (a) Any animal not claimed by its owner after being held for the holding period prescribed by this section shall become the property of the city. The holding period shall be three (3) days, not counting the day on which the animal is impounded or any day on which the animal care services facility is closed to the public, and shall begin on the day after the animal is impounded. If the animal bears a current license tag, rabies tag, microchip, or

other identification by which its owner can reasonably be identified, the animal care services division shall make a reasonable attempt to notify the owner as provided in Article IV of this chapter, and the holding period for that animal shall not expire before the third (3rd) day, computed in the same manner, after the date on which such notice is given or mailed. The owner or other person entitled to possession may redeem the animal at any time before the holding period expires, as provided in Section 14-143 of this chapter. The holding period does not shorten or limit any quarantine or observation period required under Chapter 826 of the Texas Health and Safety Code or rules adopted under that chapter, any period during which the animal is required to be held under Chapter 822 of the Texas Health and Safety Code, or any hold ordered by a court of competent jurisdiction, and an animal subject to any such quarantine, period, or order shall not be released, adopted, transferred, or euthanized in violation of it. The selection of an animal for adoption or rescue during the period or thereafter shall not confer any ownership right or right of possession to the animal. An animal under four (4) months of age is subject to the same holding period, owner notice, and redemption rights as any other impounded animal; provided, however, that because of its immature immune system, the animal care services division may place such an animal in foster care or with an animal rescue organization for humane care during the holding period. Such placement shall not confer on any person any ownership right or right of possession to the animal, and an animal under four (4) months of age shall not become the property of the city before the holding period expires unless the animal is voluntarily surrendered to the city by its owner.

Sec. 14-113 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 (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. until 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 -Friday.
 - (2) For all animals over seventy (70) pounds, the charge is fifty (\$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. 14-114 Euthanasia.

The animal care service 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, adopted, or transferred to an animal rescue organization, as provided for in this chapter within the holding period prescribed by

Section 14-113 of this chapter may be humanely euthanized at the city animal shelter under the direction of a person trained and certified in humane euthanasia as required by Subchapter C, Chapter 821, of the Texas Health and Safety Code, and any rules adopted under that subchapter. The carcasses must be disposed of as directed by the animal care service manager. Notwithstanding any other provision of this chapter, no animal shall be euthanized (1) while it is subject to a quarantine or observation period required under Chapter 826 of the Texas Health and Safety Code or rules adopted under that chapter, except as authorized by those laws; (2) while it is subject to a hold ordered by a court of competent jurisdiction or required under Chapter 822 of the Texas Health and Safety Code; or (3) before expiration of the holding period prescribed by Section 14-113 of this chapter, except as provided in the first sentence of this section.

Sec. 14-115 Violations.

- (a) It shall be unlawful for any owner/keeper or person to maintain a dog or cat inhumane conditions, which shall include no food or water, injured or sick animals not receiving medical care tethering in unsafe or extreme condition and abandonment of animals, no proper shelter; which includes: (1) 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 property 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 and failure 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 between the hours of 8:00 p.m. to 6:00 a.m.
- (e) It shall be unlawful for owner/keeper, person, tenant, landowner to keep or maintain more than 6 dogs or cats older than 4 months old within the City of Mission limits.
- (f) It shall be unlawful for any owner/keeper, person, tenant, landowner to abandon 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 files, or in any manner causer 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 people are required to immediately and properly collect and dispose of said animal/pet's solid waste that is deposited on vicinity private properties.
- (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 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 Banworth Park.
- (l) Subsections (e) and (j) of this section do not apply to a business involving the breeding, care, treatment, or sale of animals or animal products, including a veterinary practice, or to the transactions of such a business, if the person operating the business holds a license for the business issued by the federal government or a state, and those subsections shall not be

applied or enforced in any manner prohibited by Section 229.901 of the Texas Local Government Code.

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 (5)~~ **three (3)** days after the date of such notice, **computed in the manner provided in Section 14-113 of this chapter (excluding the day the notice is given or mailed and any day on which the city animal shelter is closed to the public)**, shall have the right to pick up such dog by paying an impoundment fee as provided in Section 14-144 **of** this Ordinance, 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 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 officer to dispose of such dog in a humane manner **in accordance with Sections 14-113 and 14-115 of this chapter.**

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 COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 13, 2026

PRESENTED BY: Michael Elizalde, Director of Grants & Strategic Development

AGENDA ITEM: Discussion and possible action on matters related to the authorization to accept grant award for the FY25 Underrepresented Communities Grant Program administered by the National Park Service, an agency of the U.S. Department of the Interior, in the amount of \$100,000 with no match requirement with respective budget amendment – Elizalde.

NATURE OF REQUEST:

On September 25, 2026, the city received official notice of a \$100,000.00 grant award under the FY25 Historic Preservation Fund - Underrepresented Communities Grant Program, administered by the National Park Service, an agency of the U.S. Department of the Interior. Through the Historic Preservation Fund, the program will support efforts to diversify nominations to the National Register of Historic Places by conducting a historical survey and inventory of historic properties within the City of Mission. The awarded project will help the City identify and document historic properties connected to Mission's agricultural history, including the citrus and agricultural processing industries that helped shape the community. The project will also identify eligible properties for possible nomination to the National Register of Historic Places and document Mission's role in the agricultural history of the Lower Rio Grande Valley. The total grant award is \$100,000, with no cash match required.

BUGETED: See attached **FUND:** Designated Purpose **ACCT. #:** 15-300-33426

BUDGET: \$100,000 **EST. COST:** \$100,000 **CURRENT BUDGET BALANCE:** \$100,000

BUGETED: See attached **FUND:** Designated Purpose **ACCT. #:** 15-426-34499

BUDGET: \$100,000 **EST. COST:** \$100,000 **CURRENT BUDGET BALANCE:** \$100,000

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 _____

From: Streeter-Hamilton, Norma M <norma_streeter-hamilton@partner.nps.gov> on behalf of Preservation Grants Info, NPS <STLPG@nps.gov>
Sent: Friday, September 25, 2026 9:51 AM
To: Norie Garza <mayorgarza@missiontexas.us>
Subject: Next steps for your Historic Preservation Fund grant!

You don't often get email from stlpg@nps.gov. [Learn why this is important](#)

Hello Norie Gonzalez Garza:

Congratulations City of Mission, your application for the *HPF URC - Historic Survey, Multiple Property Documentation, and National Register Nominations for Agricultural Resources of the City of Mission and Lower Rio Grande Valley, TX* has been selected to receive **\$100000** in federal funding from the Historic Preservation Fund's *Underrepresented Communities Grant Opportunity (URC)*. State, Tribal, Local, Plans & Grants (STLPG) is excited to work with you on this important project! Currently our priority is to execute your grant agreement and obligate funding to your ASAP account as soon as possible. Therefore, we ask for your cooperation in immediately focusing on the steps below and we highly recommend that your organization add a backup person to both systems in case of staff turnover.

Registration in ASAP, the Grant Payment System

Funding is made available through the Automated Standard for Automated Payments System (ASAP). You must be registered with the National Park Service (NPS) in the ASAP system. Please note that even if you are registered in ASAP with another agency, you still must register with NPS to access the funds for this grant. This is a time sensitive process, and once started, all steps must be completed within 45 days. If you are not yet registered, instructions can be found at <http://go.nps.gov/pay>. The enrollment form you will need to submit is **attached** and must be submitted to ASAP_Enrollment@nps.gov. **Funding must not be drawn until your project has completed compliance review and incurred eligible expenses for reimbursement.**

Registration in GrantSolutions

GrantSolutions is a web-based platform where you will access your grant agreement, request modifications to your grant, and submit interim and final reporting. If you do not have an account, wish to modify an existing account, or add additional users, please follow instructions for "Recipient User" on the [Getting Started – Request A User Account](#) page within GrantSolutions. Remember to select Department of the Interior under "Other Agencies" in the "Partner Agency" section of the account request form. In addition, page 5 of the form asks you to select the "Role Authority" for the account. Although there are several options available on the form, the only two used by the Department of the Interior are "Authorizing Official/Authorizing Representative" and "Program Director/Principal Investigator." Please select only one of these two roles.

Once you have completed these two actions, we will be able to process your grant agreement and obligate your funding. Steps after that will include competitive procurement, consultant approval, interim reporting, submission of documents for review and compliance, execution of your project, and

final reporting. Be aware, all proposed project work **MUST** be reviewed by NPS for compliance with Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, Section 106, NEPA, and, if an NHL, Section 110 **PRIOR** to the start of **ANY** construction. Failure to do this and start work without approval may result in NPS not being able to fund your project. As we move forward, we will provide guidance on next steps and assign a Program team member to work with throughout the grant process. In addition, you may interact with our Financial and Compliance teams. In the meantime, please use STLPG@nps.gov for all communications. This will ensure receipt and timely action.

Please reach out to with the ASAP or GrantSolutions help desks if you are having issues signing up for either system. If you are not the correct contact for this grant, please provide us with updated contact information immediately.

We look forward to working with you on this important preservation project!

Thank you,

State, Tribal, Local, Plans & Grants (STLPG) Team

Best,

Norma Streeter-Hamilton

Program Assistant

State, Tribal, Local, Plans & Grants | Department of the Interior

norma_streeter-hamilton@partner.nps.gov

nps.gov/stlpg | [Learn more on YouTube!](#)



National Park Service

ARTICLE

NPS awards nearly \$1.18 million in Underrepresented Communities Grants



Former Land Park Bowl building in Sacramento, California. A longtime gathering place for Sacramento's Nisei bowling community, Land Park Bowl served as an important social and recreational center for Japanese Americans during the postwar era.

Hannah Taube, dated 18 June 2026

NPS announces today the award of nearly \$1.18 million in Underrepresented Communities Grants to fund 17 projects in 15 states that will expand listings in the National Register of Historic Places. These grants will fund surveys and nominations by States, Tribes, Certified Local Governments, and nonprofit organizations, and comes from FY2025 appropriations from the Historic Preservation Fund.

The National Park Service is investing nearly \$1.18 million in FY25 Underrepresented Communities Grants for 17 projects in 15 states to that will expand listings in the National Register of Historic Places. Grantees include states, tribes, local governments and nonprofits.

Established in 1977, the Historic Preservation Fund invests in communities nationwide to safeguard cultural resources, strengthen local economies and

ensure that more Americans see their history represented. Since its inception, it has provided more than \$2 billion in historic preservation grants to states, tribes, local governments and nonprofit organizations.

"Preserving our nation's history is about honoring the people, events and cultures that shaped who we are," said Jessica Bowron, NPS Comptroller exercising the delegate authority of the Director. "These grants empower communities to tell their stories, celebrate their heritage and ensure that future generations can connect with the past in meaningful ways."

The Historic Preservation Fund is the primary source of federal funding for historic preservation in the United States. The fund is supported by revenue from federal oil and gas leases on the Outer Continental Shelf and does not use tax dollars.

Projects awarded include:

State - City	Project Title	Recipient	Award
Alaska Kodiak	HPF URC - National Register of Historic Places Survey and Nomination Amendment for the Woody Island Historic Archaeological District	Alutiiq Heritage Foundation	\$99,945
Alaska Juneau	HPF URC - Historic Survey and National Register of Historic Places Nominations for Filipino Americans in Alaska	Asian and Pacific Islander Americans in Historic Preservation	\$70,000
California Sacramento	HPF URC - Sacramento Japanese American Historic Building Survey and National Register of Historic Places Nominations	City of Sacramento	\$99,500

Colorado <i>Denver</i>	HPF URC - Colorado Latino Heritage Historic Survey and National Register of Historic Places Nominations	Colorado State Historical Society <i>dba</i> History Colorado	\$75,000
District of Columbia <i>Washington</i>	HPF URC - Historic Survey, Multiple Property Documentation, and National Register Nominations for Historically Black Neighborhoods in Washington, DC	District of Columbia Office of Planning	\$72,000
Georgia <i>Athens</i>	HPF URC - Historic Survey and National Register of Historic Places Nominations for African American Education in Athens-Clarke County	Athens-Clarke Heritage Foundation <i>dba</i> Historic Athens	\$75,000
Hawaii <i>Kaneohe</i>	HPF URC - National Register of Historic Places Survey and Nomination Amendment for Kawa'ewa'e Heiau on the Island of O'ahu	Aina Momona	\$88,880
Maryland <i>Baltimore</i>	HPF URC - Black Churches and Cemeteries Historic Survey and National Register of Historic Places Nominations	State of Maryland	\$100,000
Michigan <i>Idlewild</i>	HPF URC - Woodland Park Historic District Survey and National Register of Historic Places Nomination	Michigan Strategic Fund	\$90,000
Missouri <i>Kansas City</i>	HPF URC - National Register of Historic Places Nomination for Swope Park Pool in Kansas City	City of Kansas City, MO	\$20,000
Montana <i>Poplar</i>	HPF URC - Survey, Multiple Property Documentation and National Register of Historic Places Nominations for Fort Peck Reservation Cemeteries	Fort Peck Assiniboine and Sioux Tribes	\$61,517
New York <i>New York City</i>	HPF URC - Research and National Register of Historic Places Amendment to the Chinatown and Little Italy Historic District	Asian and Pacific Islander Americans in Historic Preservation	\$30,000
New York <i>New York City</i>	HPF URC - Survey, Multiple Property Documentation, and National Register of Historic Places Nominations for Asian American Visual Artist Studios and Residences in New York State	Asian and Pacific Islander Americans in Historic Preservation	\$75,000
Ohio <i>Cleveland</i>	HPF URC - Cleveland African American Historic Building Survey and National Register of Historic Places Nominations	Cleveland Restoration Society, Inc.	\$48,158
Pennsylvania <i>Pittsburg</i>	HPF URC - National Register of Historic Places Nomination for Sri Venkateswara Temple in Pittsburgh	Asian and Pacific Islander Americans in Historic Preservation	\$20,000
Texas <i>Mission</i>	HPF URC - Historic Survey, Multiple Property Documentation, and National Register Nominations for Agricultural Resources of the City of Mission and Lower Rio Grande Valley	City of Mission	\$100,000
Wisconsin <i>Crandon</i>	HPF URC - Sokaogon Chippewa Community Historic Building Survey and National Register of Historic Places Nominations	Sokaogon Chippewa Community	\$50,000

Learn more about HPF programs, grants awarded in 2026 and how to apply at the National Park Service's [Historic Preservation Fund \(https://www.nps.gov/subjects/historicpreservationfund/index.htm\)](https://www.nps.gov/subjects/historicpreservationfund/index.htm) and visit the [NPS Newsroom \(https://www.nps.gov/orgs/1623/news.htm\)](https://www.nps.gov/orgs/1623/news.htm) for future announcements.

[www.nps.gov \(https://www.nps.gov/\)](https://www.nps.gov/)

CITY OF MISSION BUDGET AMENDMENT REQUEST

FISCAL YEAR: 2026-2027

DATE: October 13, 2026

DEPARTMENT: Grants

FUND: Designated Purpose

BA-26-01

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE (DECREASE)	PROPOSED BUDGET
15-300-33426	Historica Perservation Fund Grant	-	(100,000.00)	(100,000.00)
15-426-34499	Other Professional Services	-	100,000.00	100,000.00
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
TOTAL		-	-	-

JUSTIFICATION

Budget Amendment is necessary to accept grant award for the FY25 Underrepresented Communities Grant

Program administered by the National Park Service, an agency of the U.S. Department of the Interior, in the amount of \$100,000 with no match requirement.

Finance Director:


Date: 10/16/2026

City Council Approved on: _____

Date Posted: _____

From: Alex Perez<puro956racing@gmail.com>
To: Brad Bentsen
Regarding partnerships financial cost details:

Puro956racing will be covering the following cost and logistics.

- T-shirts
- Medals
- Bibs
- Chip timing
- MC
- Volunteer supporters managements
- Event banners
- Refreshments and hydration stations

National butterfly center is covering:

- Venue allowance (which is their property at National Butterflies Center)

National Butterfly Center will receive 100% of the following funds:

- Sponsorships
- donations made through online registration
- vendor table fees

Puro956racing will receive funds/revenue from participant registration after expenses from t-shirts, medals, bibs, MC fee, event crew payments, banners cost, and hydration & fruit bar.

National Butterfly 5K Run

Item 34.

S Border Patrol Horse Stables

W Military Rd

Mission bike and hike trail parking

Military Pkwy

National Butterfly Center
National Butterfly Center

Butterfly Pk Dr

Border Fence Service Rd

MEXICO

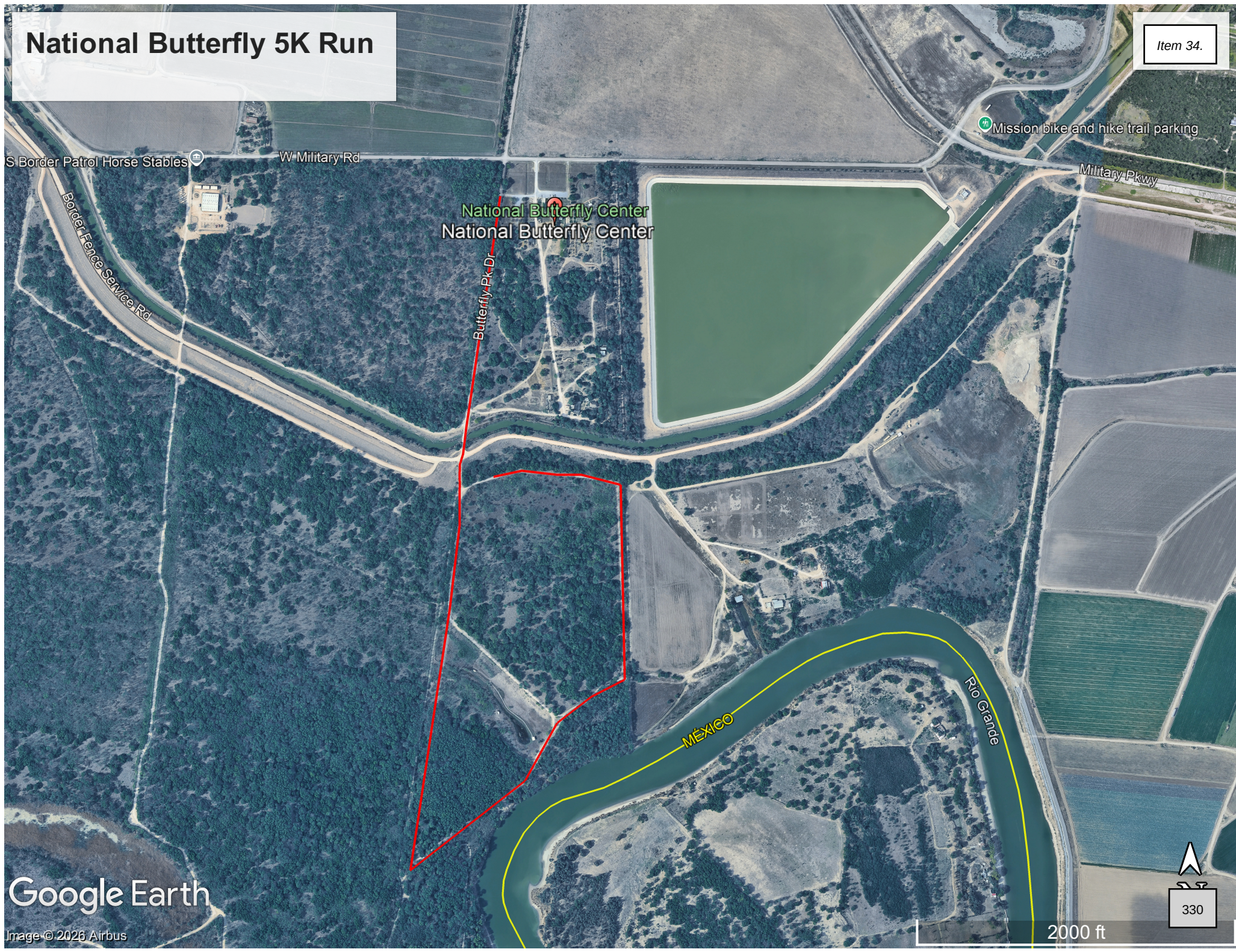
Rio Grande

Google Earth

Image © 2026 Airbus

2000 ft

330





CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 13, 2026

PRESENTED BY: Brad Bentsen, Parks & Recreation Director

AGENDA ITEM: Discussion and possible action on matters related to the approval of the waiver of rental fees for Jaycee Park and Leo Pena Placita Park for a Community Outreach event by Seek & Save – Hope for the Valley - Bentsen

NATURE OF REQUEST:

Event will be hosted by El Divino Rendontor, Seek and Save – Hope for the Valley scheduled for Jaycee Park on Wednesday, October 14, 2026 and for Leo Pena Placita Park on Friday, October 16, 2026. Purpose of the event is for a Community Outreach giving away free food, groceries, haircuts, kids activities and music. Cost of rental for this event would be \$880.00.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

EnterTextHere

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *JP7*

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____

HOPE FOR THE VALLEY FAMILY NIGHT

OCTOBER 14 • 7PM

MISSION, TX SEEK & SAVE

WEDNESDAY

JAYCEE PARK IN MISSION, TX

1020 N LOS EBANOS RD (CORNER OF LOS EBANOS AND BARNES)

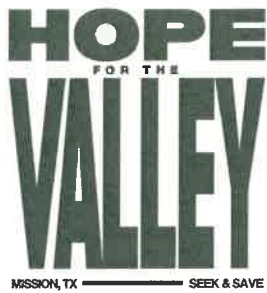


FREE ADMISSION EVERYONE IS WELCOME



FREE

FOOD, GROCERIES,
KIDS ACTIVITIES,
HAIRCUTS, MUSIC



P.O. Box 2198
Mission, TX 78573
956.332-3669 ☎
hope@hopergv.org ✉
<http://hopergv.org/mission> 🌐

September 30, 2026

City of Mission
Parks and Recreation
721 N. Bryan Rd.
Mission, TX 78572

RE: Request to turn on Baseball Field Lights at Jaycee Park & Leo Peña Placita Park

Dear Mr. Bentsen,

I am writing on behalf of **Seek & Save – Hope for the Valley** to respectfully request that the baseball field lights at **Jaycee Park** be turned on for our upcoming community outreach event on **Wednesday, October 14th** and the lights as well for **Leo Peña Placita Park** on **Friday October 16th**.

Our events will bring members of the community together for an evening of outreach, fellowship, and support for families and individuals in the Valley. Having the baseball field lights at Jaycee Park and the lights at Leo Peña Placita available will provide the necessary lighting for our events and help ensure a safe and welcoming environment for everyone attending.

We greatly appreciate the City of Mission and the Parks and Recreation Department for considering our request and for supporting community events that serve local residents.

Please let us know if there is any additional information required to arrange for the field lights to be turned on for the event.

Thank you for your time and consideration. We sincerely appreciate your support of **Seek & Save – Hope for the Valley** and our efforts to serve the community.

Sincerely,

Diego Castaño

Hope For the Valley | hopergv.org/mission
956-332-3699
diego@hopergv.org



P.O. Box 2198
Mission, TX 78573
956.332-3669 ☎

hope@hopergv.org ✉

<http://hopergv.org/mission> 🌐

Item 35.

October 1, 2026

City of Mission
Parks and Recreation
721 N. Bryan Rd.
Mission, TX 78572

RE: Request to Waive Park Fees and turn on Baseball Field Lights at Jaycee Park & Leo Peña Placita Park

Dear Mr. Bentsen,

I am writing on behalf of Seek & Save – Hope for the Valley to respectfully request that the City of Mission consider **waiving any park usage or facility fees for both Jaycee Park and Leo Peña Placita Park** in connection with our upcoming community outreach events.

Our events will bring members of the community together for an evening of outreach, fellowship, and support for families and individuals in the Valley. As an organization dedicated to serving and supporting our local community, a waiver of the park usage fees would greatly assist us in being able to provide these events and resources to local residents.

In addition to the fee waiver, we respectfully request that the **baseball field lights at Jaycee Park be turned on for our event on Wednesday, October 14th**, as well as the **lights at Leo Peña Placita Park on Friday, October 16th**.

Having the lights available at both locations will provide the necessary lighting for our events and help ensure a safe and welcoming environment for everyone attending.

We greatly appreciate the City of Mission and the Parks and Recreation Department for considering our requests and for supporting community events that serve local residents.

Please let us know if there is any additional information required to process the park usage fee waiver or to arrange for the lights to be turned on at both locations.

Thank you for your time and consideration. We sincerely appreciate your support of Seek & Save – Hope for the Valley and our efforts to serve the community.

Sincerely,

Diego Castaño

Hope For the Valley | hopergv.org/mission

956-332-3699

diego@hopergv.org



ELDIVIN-01

AMCROSKEY

DATE (Item 35)

10/17/2020

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First State Insurance Agency, Inc. 204 E Liberty St Farmington, MO 63640-3128	CONTACT NAME: Amber McCroskey PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: amccroskey@fsia.bz
	INSURER(S) AFFORDING COVERAGE INSURER A: Church Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED El Divino Redentor Asambleas de Dios PO Box 2198 Mission, TX 78573	NAIC # 18767

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			0452647 25-944448	10/25/2025	10/25/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Wednesday October 14th & Friday October 16th Church Outreach dates

CERTIFICATE HOLDER

CANCELLATION

CITY OF MISSION 1201 EAST 8TH ST Mission, TX 78572	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 13, 2026

PRESENTED BY: Edgar Gonzalez, EIT., Deputy City Engineer

AGENDA ITEM: Discussion and possible action on matters related to the authorization to award the Hoerner Street Project to Elite Grading and Paving, LLC, in the amount of \$742,054.28 for the base bid and \$39,622.50 for Alternate No. 1, for a total contract amount of \$781,676.78 – Gonzalez

NATURE OF REQUEST:

The City of Mission has accepted and opened fifteen (15) Bid responses for Hoerner Street Project.

Halff Associates has completed the design phase for the Hoerner Street Project. The project consists of the construction of approximately one-quarter mile (1,100 feet) of new roadway extending Hoerner Street along the west side of Home Depot.

Funding for the project will be provided through the Mission Redevelopment Authority Tax Increment Contract Revenue Bonds, Series 2026.

Staff recommends awarding bid to Elite Grading and Paving, LLC who is the lowest responsible bidder (both options, with and without the alternate) meeting all specifications.

BUGETED: Yes **FUND:** Capital Projects **ACCT. #:** 09-416-74910

BUDGET: \$1,745,806 **EST. COST:** \$781,676.78 **CURRENT BUDGET BALANCE:** \$1,745,806

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: Mission Redevelopment Authority/TIRZ #1

City Manager's Recommendation: Approval *JP7*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

BID NAME/NUMBER: 26-616-09-10 / Hoerner Road Extension Project

OPEN DATE: September 17, 2026 2:00 PM CST

Company	Calendar Days	Base Bid	Alternate No. 1	Base Bid + Add Altnertate No. 1
Elite Grading and Paving, LLC.	120WD	\$742,054.28	\$39,622.50	\$781,676.78
The 5125 Company	120	\$744,863.00	\$44,025.00	\$788,888.00
Texas Cordia Construction, LLC.	100	\$798,455.00	\$29,350.00	\$827,805.00
V4 Contracting, LLC.	90	\$811,996.46	\$36,687.50	\$848,683.96
G8 Utilities, LLC.	120	\$831,314.00	\$41,090.00	\$872,404.00
B2Z Builders, LLC.	120	\$806,028.31	\$67,475.65	\$873,503.96
Rio United Builders, LLC.	150	\$865,752.42	\$42,322.70	\$908,075.12
Blue Dot Site & Utilities, LLC.	150	\$881,976.75	\$30,817.50	\$912,794.25
Venser Contractors, LLC.	150	\$911,089.00	\$41,090.00	\$952,179.00
Mor-Wil, LLC.	120	\$897,450.70	\$62,104.60	\$959,555.30
Eberle Materials	120	\$979,482.00	\$35,220.00	\$1,014,702.00
LLC.	120	\$994,502.90	\$35,220.00	\$1,029,722.90
LionGate Builders	120	\$940,435.50	\$102,725.00	\$1,043,160.50
Rovan Texas, LLC.	150	\$1,022,285.53	\$42,440.10	\$1,064,725.63
P&C Utilities and Construction	120	\$1,019,544.50	\$88,050.00	\$1,107,594.50



Vendor Name: P&C Oilfield Service, LLC.
Street address: Dba P&C Utilities and Construction
1213 Blake St.
City, State: Mission, TX 78572
Phone: (956) 929-8243
Fax: (956) 222-6624
Contact: Pedro Cantu
Email: Pedro.Cantu@PandC-LLC.com

Vendor Name: Rio United Builders, LLC.
Street address: 5783 Iowa Rd.
City, State: Mission, TX 78572
Phone: (956) 688-0875
Fax: (956) 688-0875
Contact: Dagoberto Perez
Email: build@riounited.com

Vendor Name: LionGate Builders
Street address: 1604 Rosewood
City, State: Mission, TX 78572
Phone: (956) 212-4572
Fax: (956) 212-4572
Contact: Alejandro Gomez, Pres.
Email: A.Gomez@G8Utilities@gmail.com

No.	DESCRIPTION:	UOM	Qty	Unit Price	Total Unit Price	Unit Price	Total Unit Price	Unit Price	Total Unit Price
Hoerner Road Extension Project - Base									
Section 1 - Site Preparation									
1	Mobilization (NTE 3% of Total Bid)	LS	1	\$15,000.00	\$15,000.00	\$15,445.00	\$15,445.00	\$25,000.00	\$25,000.00
2	Traffic Control	MO	5	\$2,500.00	\$12,500.00	\$257.50	\$1,287.50	\$3,000.00	\$15,000.00
3	Remove Existing Type-3 Barricades & Return to City of Mission	EA	2	\$75.00	\$150.00	\$128.75	\$257.50	\$1,000.00	\$2,000.00
4	Clearing	AC	1.24	\$4,000.00	\$4,960.00	\$1,648.00	\$2,043.52	\$4,000.00	\$4,960.00
5	Hydroseeding	SY	831	\$2.75	\$2,285.25	\$0.66	\$548.46	\$3.00	\$2,493.00
6	Filter Fabric Fence, complete in place	LF	2,512	\$5.75	\$14,444.00	\$5.15	\$12,936.80	\$5.00	\$12,560.00
7	Inlet Protection Barriers, complete in place	LF	140	\$7.00	\$980.00	\$5.15	\$721.00	\$20.00	\$2,800.00
8	Rock Filter Dam (Type-2)	LF	50	\$98.00	\$4,900.00	\$51.50	\$2,575.00	\$60.00	\$3,000.00
9	Concrete Truck Washout Structures	LS	1	\$1,600.00	\$1,600.00	\$515.00	\$515.00	\$1,200.00	\$1,200.00
10	Stabilized Construction Access	SY	222	\$35.00	\$7,770.00	\$20.60	\$4,573.20	\$18.00	\$3,996.00
11	Site Restoration & Regrading	LF	2,512	\$3.25	\$8,164.00	\$5.15	\$12,936.80	\$4.00	\$10,048.00
Subtotal Section 1-Site Preparation					\$72,753.25		\$39,939.78		\$83,057.00
Section 2 - Paving									
12	Remove and dispose of asphalt (includes sawcut)	SY	506	\$15.00	\$7,590.00	\$10.30	\$5,211.80	\$12.00	\$6,072.00
13	Remove and dispose of curb and gutter	LF	123	\$24.00	\$2,952.00	\$25.75	\$3,167.25	\$35.00	\$4,305.00
14	Concrete Valley Gutter (6" thickness) (Including Subgrade/Base Material, Joints, & Reinforcement)	SY	56	\$185.00	\$10,360.00	\$93.73	\$5,248.88	\$245.00	\$13,720.00
15	Excavation & Grading (Roadway) (Without Subgrade) (Off-site Haul) (8-Inch)	CY	1,176	\$40.00	\$47,040.00	\$12.36	\$14,535.36	\$20.00	\$23,520.00
16	Borrow (Onsite) (Final-In-Place)	CY	18	\$200.00	\$3,600.00	\$20.60	\$370.80	\$300.00	\$5,400.00
17	Cut (Onsite) (Final-In-Place)	CY	1,063	\$22.00	\$23,386.00	\$12.36	\$13,138.68	\$8.00	\$8,504.00
18	Mill and dispose of asphalt	SY	443	\$12.50	\$5,537.50	\$10.30	\$4,562.90	\$35.00	\$15,505.00
33	2-inch Hot Mix Asphalt Concrete Pavement, complete in place	SY	5,231	\$23.00	\$120,313.00	\$21.63	\$113,146.53	\$22.00	\$115,082.00
38									
									Item 36.
									\$78,460.00



Vendor Name: P&C Oilfield Service, LLC.
Street address: Dba P&C Utilities and Construction
1213 Blake St.
City, State: Mission, TX 78572
Phone: (956) 929-8243
Fax:
Contact: Pedro Cantu
Email: Pedro.Cantu@PandC-LLC.com

Rio United Builders, LLC.
5783 Iowa Rd.
Mission, TX 78573
(956) 222-6624
Dagoberto Perez
build@riounited.com

LionGate Builders
1604 Rosewood
Mission, TX 78572
(956) 688-0875
Jesse De Leon
jesse@liongatebuilders.com

G8 Utilities, LLC.
708 N. 38th St.
McAllen, TX 78501
(956) 212-4572
Alejandro Gomez, Pres.
A.GomezG8Utilities@gmail.com

No.	DESCRIPTION:	Qty	UOM	Unit Price	Total Unit Price	Unit Price	Total Unit Price	Unit Price	Total Unit Price
20	6-inch Gravel Base Material compacted to 98% modified proctor max. dry density	5,777	SY	\$17.50	\$101,097.50	\$13.65	\$78,856.05	\$16.50	\$95,320.50
21	12-inch lime stabilized subgrade compacted to 98% standard proctor density	5,777	SY	\$11.25	\$64,991.25	\$7.47	\$43,154.19	\$10.00	\$57,770.00
22	Lime for Lime Stabilized Subgrade (Dry Weight) (5%)	143	Ton	\$350.00	\$50,050.00	\$412.00	\$58,916.00	\$450.00	\$64,350.00
23	18-inch concrete curb & gutter, complete in	2,216	LF	\$17.25	\$38,226.00	\$20.60	\$45,649.60	\$20.00	\$44,320.00
Subtotal Section 2-Paving					\$475,143.25		\$385,958.04		\$453,868.50
Section 3 - Storm Water									
24	Trench Safety System for Trench Excavation (5-10 foot depth)	954	LF	\$4.50	\$4,293.00	\$5.50	\$5,247.00	\$6.00	\$5,724.00
25	Reinforced Concrete Pipe (24-inch) (open-	138	LF	\$140.00	\$19,320.00	\$88.00	\$12,144.00	\$80.00	\$11,040.00
26	Reinforced Concrete Pipe (30-inch) (open-	468	LF	\$175.00	\$81,900.00	\$121.00	\$56,628.00	\$115.00	\$53,820.00
27	Reinforced Concrete Pipe (36-inch) (open-	434	LF	\$215.00	\$93,310.00	\$148.50	\$64,449.00	\$180.00	\$78,120.00
28	60-inch Diameter Precast Concrete Manhole, Type "C" with Riser (all depths)	5	EA	\$9,000.00	\$45,000.00	\$10,450.00	\$52,250.00	\$7,000.00	\$35,000.00
29	Type "A-2" Inlet	4	EA	\$7,750.00	\$31,000.00	\$9,350.00	\$37,400.00	\$6,000.00	\$24,000.00
30	Type "A-2" Inlet with 5' Extension	2	EA	\$8,750.00	\$17,500.00	\$9,900.00	\$19,800.00	\$7,000.00	\$14,000.00
31	Concrete sloped-end treatment	31	SY	\$160.00	\$4,960.00	\$88.00	\$2,728.00	\$180.00	\$5,580.00
Subtotal Section 3-Storm Water					\$297,283.00		\$250,646.00		\$227,284.00
Section 4 - Water Items									
32	8-inch PVC water line (Open Cut) (with or without restrained joint)	1,194	LF	\$35.00	\$41,790.00	\$59.40	\$70,923.60	\$50.00	\$59,700.00
33	16-inch Steel casing (Open Cut)	126	LF	\$200.00	\$25,200.00	\$143.00	\$18,018.00	\$180.00	\$22,680.00
34	Fire hydrant assembly, all depths, including 6-inch diameter gate valve and box	2	EA	\$8,500.00	\$17,000.00	\$10,780.00	\$21,560.00	\$10,000.00	\$20,000.00
Item 36.									
339									



BID NAME/NUMBER: 26-616-09-10 / Hoerner Road Extension Project

OPEN DATE: September 17, 2026, 2:00 PM CST

Vendor Name: P&C Oilfield Service, LLC.
Dba P&C Utilities and
Construction
1213 Blake St.
Street address: 5783 Iowa Rd.
City, State: Mission, TX 78572
Phone: (956) 929-8243
Fax: (956) 222-6624
Contact: Pedro Cantu
Email: Pedro.Cantu@PandC-LLC.com

LionGate Builders
1604 Rosewood
Mission, TX 78572
(956) 688-0875
Jesse De Leon
jesse@liongatebuilders.com
G8 Utilities, LLC.
708 N. 38th St.
McAllen, TX 78501
(956) 212-4572
Alejandro Gomez, Pres.
A.GomezG8Utilities@gmail.com

No.	DESCRIPTION:	Qty	UOM	P&C Oilfield Service, LLC.		Rio United Builders, LLC.		LionGate Builders		G8 Utilities, LLC.	
				Unit Price	Total Unit Price	Unit Price	Total Unit Price	Unit Price	Total Unit Price	Unit Price	Total Unit Price
35	8"x8" Tee	1	EA	\$2,000.00	\$2,000.00	\$1,320.00	\$1,320.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00
36	8"x8" TS&V/BOX	1	EA	\$8,500.00	\$8,500.00	\$6,380.00	\$6,380.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
37	12"x8" TS&V/BOX	1	EA	\$9,500.00	\$9,500.00	\$8,580.00	\$8,580.00	\$6,000.00	\$6,000.00	\$2,000.00	\$2,000.00
38	2" Flush Valve Assembly	1	EA	\$3,000.00	\$3,000.00	\$3,080.00	\$3,080.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00
39	8" Wet Connection	2	EA	\$5,000.00	\$10,000.00	\$2,420.00	\$4,840.00	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00
Subtotal Section 4-Water Items					\$116,990.00		\$134,701.60		\$126,580.00		\$94,860.00
Section 5 - Irrigation Items											
40	18" 100 PSI PVC Pipe	83	LF	\$125.00	\$10,375.00	\$99.00	\$8,217.00	\$62.00	\$5,146.00	\$70.00	\$5,810.00
41	Connect to existing standpipe	1	EA	\$3,500.00	\$3,500.00	\$3,850.00	\$3,850.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00
42	Irrigation stub out w/ irrigation outlet assembly	1	EA	\$8,500.00	\$8,500.00	\$6,050.00	\$6,050.00	\$8,000.00	\$8,000.00	\$6,000.00	\$6,000.00
43	2-ft wide reinforced concrete collars and	2	EA	\$3,000.00	\$6,000.00	\$2,420.00	\$4,840.00	\$3,000.00	\$6,000.00	\$1,500.00	\$3,000.00
44	Remove and replace existing irrigation water	1	EA	\$4,500.00	\$4,500.00	\$4,950.00	\$4,950.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
45	Cut, remove and plug existing irrigation line	1	LS	\$4,500.00	\$4,500.00	\$6,600.00	\$6,600.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00
Subtotal Section 5-Irrigation Items					\$37,375.00		\$34,507.00		\$29,646.00		\$27,810.00
Total Base Amount for Line Items 1-45:											
Allowance Amount:					\$999,544.50		\$845,752.42		\$920,435.50		\$811,314.00
Subtotal Amount for Hoerner Road Extension Project:				1	EA		\$20,000.00		\$20,000.00		\$20,000.00
							\$865,752.42		\$940,435.50		\$831,314.00

Item 36.



BID NAME/NUMBER: 26-616-09-10 / Hoerner Road Extension Project

OPEN DATE: September 17, 2026, 2:00 PM CST

Vendor Name: P&C Oilfield Service, LLC.
Dba P&C Utilities and Construction
1213 Blake St.

Street address: 5783 Iowa Rd.

City, State: Mission, TX 78572

Phone: (956) 929-8243

Fax:

Contact: Pedro Cantu

Email: Pedro.Cantu@PandC-LLC.com

City, State: Mission, TX 78572

Phone: (956) 222-6624

Fax:

Contact: Jesse De Leon

Email: jesse@liongatebuilders.com

City, State: McAllen, TX 78501

Phone: (956) 212-4572

Fax:

Contact: Alejandro Gomez, Pres.

Email: A.GomezG8Utilities@gmail.com

No.	DESCRIPTION:	Qty	UOM	Unit Price	Total Unit Price	Unit Price	Total Unit Price	Unit Price	Total Unit Price	Unit Price	Total Unit Price
Section 6 - Alternate Bid Items											
46	1" HMAC Overlay (Existing Hoerner Rd from Expy 83)	2935	SY	\$30.00	\$88,050.00	\$14.42	\$42,322.70	\$35.00	\$102,725.00	\$14.00	\$41,090.00
Total Amount for Hoerner Road Extension Project with the Alternate Item:					\$1,107,594.50		\$908,075.12		\$1,043,160.50		\$872,404.00
Addendums											
Number of Days to Complete Work				120 Working Days	Yes	150 Calendar Days	Yes	120 Calendar Days	Yes	120 Calendar Days	Yes
Bid Bond				Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Lowest Responsible, and Responsive Bidder(Total Pricing): Elite Grading and Paving, LLC. (both options, with and without the alternate)

Please Note: LionGate Builders, Rovon Texas, LLC., V4 Contracting, LLC., and The 5125 Company are found non-responsive for failure to submit all required documents. Number ***in Italics and Shaded*** have been corrected mathematically. (See Extensions Corrections Sheet)

Item 36.



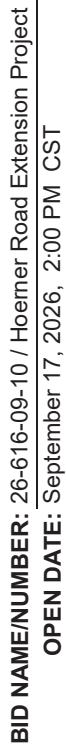
Vendor Name: B2Z Builders, LLC.
Street address: 900 S. Stewart Rd., Ste. 2
City, State: Mission, TX 78572
Phone: (956) 585-3773
Fax:
Contact: Aron reza Badiozzamani
Email: marie@b2z-builders.com

Saenz Utility Contractors, LLC.
 22290 N. FM 88
 Edcouch, TX 78538
 (956) 262-8506
 Juan Saenz
Juan@saenzutility.com

Texas Cordia Construction, LLC.
 3149-A Center Pointe Dr.
 Edinburg, TX 78539
 (956) 627-6181
 Yara M. Corbitt, P.E., CEO
yara@texascordia.com

Venser Contractors, LLC.
 10620 Cibolo Dr.
 Edinburg, TX 78542
 (956) 239-7624
 Javier Vento, Managing
jvvento@aol.com

No.	DESCRIPTION:	UOM	Qty	Unit Price	Total Unit Price	Unit Price	Total Unit Price	Unit Price	Total Unit Price	Unit Price	Total Unit Price
Hoerner Road Extension Project - Base											
Section 1 - Site Preparation											
1	Mobilization (NTE 3% of Total Bid)	LS	1	\$23,625.00	\$23,625.00	\$35,000.00	\$35,000.00	\$25,000.00	\$25,000.00	\$28,452.50	\$28,452.50
2	Traffic Control	MO	5	\$1,080.00	\$5,400.00	\$1,300.00	\$6,500.00	\$5,000.00	\$25,000.00	\$3,500.00	\$17,500.00
3	Remove Existing Type-3 Barricades & Return to City of Mission	EA	2	\$405.00	\$810.00	\$275.00	\$550.00	\$600.00	\$1,200.00	\$300.00	\$600.00
4	Clearing	AC	1.24	\$5,400.00	\$6,696.00	\$18,800.00	\$23,312.00	\$8,500.00	\$10,540.00	\$1,800.00	\$2,232.00
5	Hydroseeding	SY	831	\$2.70	\$2,243.70	\$10.00	\$8,310.00	\$2.00	\$1,662.00	\$2.50	\$2,077.50
6	Filter Fabric Fence, complete in place	LF	2,512	\$3.65	\$9,168.80	\$6.00	\$15,072.00	\$6.00	\$15,072.00	\$5.00	\$12,560.00
7	Inlet Protection Barriers, complete in place	LF	140	\$5.40	\$756.00	\$15.00	\$2,100.00	\$24.00	\$3,360.00	\$5.00	\$700.00
8	Rock Filter Dam (Type-2)	LF	50	\$87.75	\$4,387.50	\$62.00	\$3,100.00	\$147.00	\$7,350.00	\$30.00	\$1,500.00
9	Concrete Truck Washout Structures	LS	1	\$1,991.25	\$1,991.25	\$900.00	\$900.00	\$3,590.00	\$3,590.00	\$1,500.00	\$1,500.00
10	Stabilized Construction Access	SY	222	\$29.93	\$6,644.46	\$18.00	\$3,996.00	\$26.00	\$5,772.00	\$35.00	\$7,770.00
11	Site Restoration & Regrading	LF	2,512	\$3.71	\$9,319.52	\$3.00	\$7,536.00	\$3.00	\$7,536.00	\$2.00	\$5,024.00
Subtotal Section 1-Site Preparation					\$71,042.23		\$106,376.00		\$106,082.00		\$79,916.00
Section 2 - Paving											
12	Remove and dispose of asphalt (includes sawcut)	SY	506	\$18.05	\$9,133.30	\$3.85	\$1,948.10	\$8.00	\$4,048.00	\$14.00	\$7,084.00
13	Remove and dispose of curb and gutter	LF	123	\$5.85	\$719.55	\$5.85	\$719.55	\$16.00	\$1,968.00	\$6.00	\$738.00
14	Concrete Valley Gutter (6" thickness) (Including Subgrade/Base Material, Joints, & Reinforcement)	SY	56	\$97.54	\$5,462.24	\$82.00	\$4,592.00	\$118.00	\$6,608.00	\$78.00	\$4,368.00
15	Excavation & Grading (Roadway) (Without Subgrade) (Off-site Haul) (8-Inch)	CY	1,176	\$7.80	\$9,172.80	\$13.00	\$15,288.00	\$10.00	\$11,760.00	\$20.00	\$23,520.00
16	Borrow (Onsite) (Final-In-Place)	CY	18	\$30.38	\$546.84	\$3.00	\$54.00	\$42.00	\$756.00	\$20.00	\$360.00
17	Cut (Onsite) (Final-In-Place)	CY	1,063	\$6.72	\$7,143.36	\$5.00	\$5,315.00	\$8.00	\$8,504.00	\$20.00	\$21,260.00
18	Mill and dispose of asphalt	SY	443	\$13.38	\$5,927.34	\$4.00	\$1,772.00	\$10.00	\$4,430.00	\$8.00	\$3,544.00
19	Hot Mix Asphalt Concrete Pavement, complete in place	SY	5,231	\$19.41	\$101,533.71	\$18.00	\$94,158.00	\$18.00	\$94,158.00	\$22.00	\$115,082.00
Subtotal Section 2-Paving											
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BID NAME/NUMBER: 26-616-09-10 / Hoerner Road Extension Project

OPEN DATE: September 17, 2026, 2:00 PM CST

Vendor Name: B2Z Builders, LLC.			Saenz Utility Contractors, LLC.			Texas Cordia Construction, LLC.			Venser Contractors, LLC.		
Street address:			900 S. Stewart Rd., Ste. 2			22290 N. FM 88			3149-A Center Pointe Dr.		
City, State:			Mission, TX 78572			Edcouch, TX 78538			Edinburg, TX 78542		
Phone:			(956) 585-3773			(956) 262-8506			(956) 239-7624		
Fax:											
Contact:			Aron reza Badiozzamani			Juan Saenz			Yara M. Corbitt, P.E., CEO		
Email:			marie@b2z-builders.com			Juan@saenzutility.com			yara@texascordia.com		
									jvrvento@aol.com		
No.	DESCRIPTION:	Qty	UOM	Unit Price	Total Unit Price	Unit Price	Total Unit Price	Unit Price	Total Unit Price	Unit Price	Total Unit Price
35	8"x8" Tee	1	EA	\$4,646.04	\$4,646.04	\$2,005.00	\$2,005.00	\$3,400.00	\$3,400.00	\$1,100.00	\$1,100.00
36	8"x8" TS&V/BOX	1	EA	\$7,871.90	\$7,871.90	\$6,475.00	\$6,475.00	\$4,730.00	\$4,730.00	\$4,000.00	\$4,000.00
37	12"x8" TS&V/BOX	1	EA	\$8,950.61	\$8,950.61	\$7,350.00	\$7,350.00	\$5,150.00	\$5,150.00	\$5,500.00	\$5,500.00
38	2" Flush Valve Assembly	1	EA	\$2,791.69	\$2,791.69	\$3,500.00	\$3,500.00	\$2,990.00	\$2,990.00	\$2,800.00	\$2,800.00
39	8" Wet Connection	2	EA	\$3,780.00	\$7,560.00	\$3,500.00	\$7,000.00	\$4,770.00	\$9,540.00	\$6,000.00	\$12,000.00
Subtotal Section 4-Water Items					\$127,951.46		\$156,579.00		\$145,132.00		\$125,436.00
Section 5 - Irrigation Items											
40	18" 100 PSI PVC Pipe	83	LF	\$108.18	\$8,978.94	\$160.00	\$13,280.00	\$85.00	\$7,055.00	\$81.00	\$6,723.00
41	Connect to existing standpipe	1	EA	\$1,113.75	\$1,113.75	\$8,000.00	\$8,000.00	\$2,870.00	\$2,870.00	\$3,500.00	\$3,500.00
42	Irrigation stub out w/ irrigation outlet assembly	1	EA	\$12,532.86	\$12,532.86	\$15,880.00	\$15,880.00	\$4,290.00	\$4,290.00	\$5,500.00	\$5,500.00
43	2-ft wide reinforced concrete collars and	2	EA	\$1,485.00	\$2,970.00	\$5,700.00	\$11,400.00	\$9,070.00	\$18,140.00	\$1,500.00	\$3,000.00
44	Remove and replace existing irrigation water	1	EA	\$2,092.50	\$2,092.50	\$6,500.00	\$6,500.00	\$3,310.00	\$3,310.00	\$4,000.00	\$4,000.00
45	Cut, remove and plug existing irrigation line	1	LS	\$1,417.50	\$1,417.50	\$14,250.00	\$14,250.00	\$3,800.00	\$3,800.00	\$10,000.00	\$10,000.00
Subtotal Section 5-Irrigation Items					\$29,105.55		\$69,310.00		\$39,465.00		\$32,723.00
Total Base Amount for Line Items 1-45:											
					\$786,028.31		\$974,502.90		\$778,455.00		\$891,089.00
Allowance Amount:					\$20,000.00		\$20,000.00		\$20,000.00		\$20,000.00
Subtotal Amount for Hoerner Road Extension Project:				1 EA	\$806,028.31		\$994,502.90		\$798,455.00		\$911,089.00



BID NAME/NUMBER: 26-616-09-10 / Hoerner Road Extension Project

OPEN DATE: September 17, 2026, 2:00 PM CST

Vendor Name:		B2Z Builders, LLC.		Saenz Utility Contractors, LLC.		Texas Cordia Construction, LLC.		Venser Contractors, LLC.	
Street address:		900 S. Stewart Rd., Ste. 2		22290 N. FM 88		3149-A Center Pointe Dr.		10620 Cibolo Dr.	
City, State:		Mission, TX 78572		Edcouch, TX 78538		Edinburg, TX 78539		Edinburg, TX 78542	
Phone:		(956) 585-3773		(956) 262-8506		(956) 627-6181		(956) 239-7624	
Fax:									
Contact:		Aron reza Badiozzamani		Juan Saenz		Yara M. Corbitt, P.E., CEO		Javier Vento, Managing	
Email:		marie@b2z-builders.com		juan@saenzutility.com		yara@texascordia.com		jvrvento@aol.com	
No.	DESCRIPTION:	Qty	UOM	Unit Price	Total Unit Price	Unit Price	Total Unit Price	Unit Price	Total Unit Price
46	Section 6 - Alternate Bid Items 1" HMAC Overlay (Existing Hoerner Rd from Expwy 83)	2935	SY	\$22.99	\$67,475.65	\$12.00	\$35,220.00	\$10.00	\$29,350.00
Total Amount for Hoerner Road Extension Project with the Alternate Item:					\$873,503.96		\$1,029,722.90		\$827,805.00
Addendums				Yes		Yes		Yes	
Number of Days to Complete Work				120 Calendar Days		120 Calendar Days		100 Calendar Days	
Bid Bond				Yes		Yes		Yes	

Lowest Re:

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			Vendor Name:		Eberle Materials		Elite Grading and Paving, LLC.		Rovan Texas, LLC.		V4 Contracting, LLC.	
Street address:			P.O. Box 1028		1113 E. Evans Ave.		220 N. Ohio Ave.		2205 N. Jackson Rd., Ste. A			
City, State:			Donna, TX 78537		Pharr, TX 78577		Mercedes, TX 78570		McAllen, TX 78501			
Phone:			(956) 461-3478		(956) 240-4788		(956) 514-2914		(956) 587-9709			
Fax:							(956) 514-4825					
Contact:			Jason Eberle		Jose Luis de Hoyos, Pres.		Ryan D. Schwarz, Treas.		Anthony Vargas, Pres.			
Email:			javier@eberle-construction.com		elitegradingpavingllc@outlook.com		ryan@rovantexas.com		tony@v4contracting.com			
No.	DESCRIPTION:	UOM	Qty	Unit Price	Total Unit Price	Unit Price	Total Unit Price	Unit Price	Total Unit Price	Unit Price	Total Unit Price	
Hoerner Road Extension Project - Base												
Section 1 - Site Preparation												
1	Mobilization (NTE 3% of Total Bid)	LS	1	\$27,800.00	\$27,800.00	\$18,000.00	\$18,000.00	\$30,000.00	\$30,000.00	\$21,300.00	\$21,300.00	\$21,300.00
2	Traffic Control	MO	5	\$3,000.00	\$15,000.00	\$6,500.00	\$32,500.00	\$1,580.89	\$7,904.45	\$1,500.00	\$1,500.00	\$7,500.00
3	Remove Existing Type-3 Barricades & Return to City of Mission	EA	2	\$800.00	\$1,600.00	\$750.00	\$1,500.00	\$581.45	\$1,162.90	\$250.00	\$250.00	\$500.00
4	Clearing	AC	1.24	\$2,000.00	\$2,480.00	\$6,500.00	\$8,060.00	\$9,067.12	\$11,243.23	\$1,800.00	\$1,800.00	\$2,232.00
5	Hydroseeding	SY	831	\$3.00	\$2,493.00	\$3.50	\$2,908.50	\$2.51	\$2,085.81	\$7.20	\$7.20	\$5,983.20
6	Filter Fabric Fence, complete in place	LF	2,512	\$4.00	\$10,048.00	\$4.50	\$11,304.00	\$7.24	\$18,186.88	\$4.50	\$4.50	\$11,304.00
7	Inlet Protection Barriers, complete in place	LF	140	\$20.00	\$2,800.00	\$18.00	\$2,520.00	\$8.59	\$1,202.60	\$37.00	\$37.00	\$5,180.00
8	Rock Filter Dam (Type-2)	LF	50	\$30.00	\$1,500.00	\$42.00	\$2,100.00	\$22.56	\$1,128.00	\$85.00	\$85.00	\$4,250.00
9	Concrete Truck Washout Structures	LS	1	\$800.00	\$800.00	\$1,800.00	\$1,800.00	\$3,487.60	\$3,487.60	\$2,800.00	\$2,800.00	\$2,800.00
10	Stabilized Construction Access	SY	222	\$18.00	\$3,996.00	\$16.00	\$3,552.00	\$43.22	\$9,594.84	\$27.00	\$27.00	\$5,994.00
11	Site Restoration & Regrading	LF	2,512	\$4.00	\$10,048.00	\$4.00	\$10,048.00	\$1.70	\$4,270.40	\$1.98	\$1.98	\$4,973.76
Subtotal Section 1-Site Preparation					\$78,565.00		\$94,292.50		\$90,266.71			\$72,016.96
Section 2 - Paving												
12	Remove and dispose of asphalt (includes sawcut)	SY	506	\$7.00	\$3,542.00	\$9.00	\$4,554.00	\$6.85	\$3,466.10	\$9.00	\$9.00	\$4,554.00
13	Remove and dispose of curb and gutter	LF	123	\$11.00	\$1,353.00	\$14.00	\$1,722.00	\$45.81	\$5,634.63	\$4.00	\$4.00	\$492.00
14	Concrete Valley Gutter (6" thickness) (Including Subgrade/Base Material, Joints, & Reinforcement)	SY	56	\$107.00	\$5,992.00	\$62.50	\$3,500.00	\$95.30	\$5,336.80	\$63.00	\$63.00	\$3,528.00
15	Excavation & Grading (Roadway) (Without Subgrade) (Off-site Haul) (8-Inch)	CY	1,176	\$17.00	\$19,992.00	\$5.20	\$6,115.20	\$15.76	\$18,533.76	\$10.00	\$10.00	\$11,760.00
16	Borrow (Onsite) (Final-In-Place)	CY	18	\$15.00	\$270.00	\$45.00	\$810.00	\$19.31	\$347.58	\$35.00	\$35.00	\$630.00
17	Cut (Onsite) (Final-In-Place)	CY	1,063	\$4.00	\$4,252.00	\$9.00	\$9,567.00	\$15.76	\$16,752.88	\$4.00	\$4.00	\$4,252.00
18	Mill and dispose of asphalt	SY	443	\$16.00	\$7,088.00	\$7.00	\$3,101.00	\$10.63	\$4,709.09	\$12.00	\$12.00	\$5,376.00
19	1-Inch Hot Mix Asphalt Concrete Pavement, complete in place	SY	5,231	\$19.00	\$99,389.00	\$14.20	\$74,280.20	\$18.61	\$97,348.91	\$18.50	\$18.50	\$96,770.00
346												
Item 36.												

Item 36.

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ME/NUMBER: 26-616-09-10 / Hoerner Road Extension Project
OPEN DATE: September 17, 2026, 2:00 PM CST



Vendor Name:		Elite Grading and Paving, LLC.		Rovan Texas, LLC.		V4 Contracting, LLC.	
Street address:		1113 E. Evans Ave.		220 N. Ohio Ave.		2205 N. Jackson Rd., Ste. A	
City, State:		Pharr, TX 78577		Mercedes, TX 78570		McAllen, TX 78501	
Phone:		(956) 240-4788		(956) 514-2914		(956) 587-9709	
Fax:				(956) 514-4825			
Contact:		Jose Luis de Hoyos, Pres.		Ryan D. Schwarz, Treas.		Anthony Vargas, Pres.	
Email:		javier@eberle-construction.com		elitegradingpavingllc@outlook.com		tony@v4contracting.com	
Eberle Materials							
Unit Price		Total Unit Price		Unit Price		Total Unit Price	
Qty		UOM		DESCRIPTION:		Unit Price	
20	6-inch Gravel Base Material compacted to 98% modified proctor max. dry density	5,777	SY	\$14.00	\$80,878.00	\$12.50	\$72,212.50
21	12-inch lime stabilized subgrade compacted to 98% standard proctor density	5,777	SY	\$5.00	\$28,885.00	\$4.33	\$25,014.41
22	Lime for Lime Stabilized Subgrade (Dry Weight) (5%)	143	Ton	\$390.00	\$55,770.00	\$220.00	\$31,460.00
23	18-inch concrete curb & gutter, complete in	2,216	LF	\$16.00	\$35,456.00	\$20.00	\$44,320.00
Subtotal Section 2-Paving				\$342,867.00	\$276,656.31		\$379,385.63
Section 3 - Storm Water							
24	Trench Safety System for Trench Excavation (5-10 foot depth)	954	LF	\$25.00	\$23,850.00	\$7.00	\$6,678.00
25	Reinforced Concrete Pipe (24-inch) (open-	138	LF	\$125.00	\$17,250.00	\$73.75	\$10,177.50
26	Reinforced Concrete Pipe (30-inch) (open-	468	LF	\$155.00	\$72,540.00	\$110.23	\$51,587.64
27	Reinforced Concrete Pipe (36-inch) (open-	434	LF	\$210.00	\$91,140.00	\$152.65	\$66,250.10
28	60-inch Diameter Precast Concrete Manhole, Type "C" with Riser (all depths)	5	EA	\$13,000.00	\$65,000.00	\$9,500.00	\$47,500.00
29	Type "A-2" Inlet	4	EA	\$8,000.00	\$32,000.00	\$5,000.00	\$20,000.00
30	Type "A-2" Inlet with 5' Extension	2	EA	\$9,000.00	\$18,000.00	\$6,500.00	\$13,000.00
31	Concrete sloped-end treatment	31	SY	\$320.00	\$9,920.00	\$112.90	\$3,499.90
Subtotal Section 3-Storm Water					\$329,700.00		\$218,693.14
Section 4 - Water Items							
32	8-inch PVC water line (Open Cut) (with or without restrained joint)	1,194	LF	\$80.00	\$95,520.00	\$48.00	\$57,312.00
33	16-inch Steel casing (Open Cut)	126	LF	\$160.00	\$20,160.00	\$119.05	\$15,000.30
34	Fire hydrant assembly, all depths, including 6-inch diameter gate valve and box	2	EA	\$12,600.00	\$25,200.00	\$7,500.00	\$15,000.00
Item 36.						\$10,909.91	\$21,819.82
347						\$10,500.00	\$21,319.82

BID NAME/NUMBER: 26-616-09-10 / Hoerner Road Extension Project
OPEN DATE: September 17, 2026, 2:00 PM CST





Vendor Name:		Elite Grading and Paving, LLC.		Rovan Texas, LLC.		V4 Contracting, LLC.					
Street address:		P.O. Box 1028		1113 E. Evans Ave.		220 N. Ohio Ave.					
City, State:		Donna, TX 78537		Pharr, TX 78577		Mercedes, TX 78570					
Phone:		(956) 461-3478		(956) 240-4788		(956) 514-2914					
Fax:						(956) 514-4825					
Contact:		Jason Eberle		Jose Luis de Hoyos, Pres.		Ryan D. Schwarz, Treas.					
Email:		javier@eberle-construction.com		elitegradingpavingllc@outlook.com		ryan@rovan texas.com					
						tony@v4contracting.com					
DESCRIPTION:		UOM	Qty	Unit Price	Total Unit Price	Unit Price	Total Unit Price	Unit Price	Total Unit Price		
35	8"x8" Tee	EA	1	\$3,300.00	\$3,300.00	\$2,800.00	\$2,800.00	\$1,532.39	\$1,532.39	\$2,800.00	\$2,800.00
36	8"x8" TS&V/BOX	EA	1	\$7,600.00	\$7,600.00	\$6,500.00	\$6,500.00	\$6,578.60	\$6,578.60	\$5,250.00	\$5,250.00
37	12"x8" TS&V/BOX	EA	1	\$9,000.00	\$9,000.00	\$7,500.00	\$7,500.00	\$7,413.67	\$7,413.67	\$6,750.00	\$6,750.00
38	2" Flush Valve Assembly	EA	1	\$4,000.00	\$4,000.00	\$1,800.00	\$1,800.00	\$2,120.12	\$2,120.12	\$3,800.00	\$3,800.00
39	8" Wet Connection	EA	2	\$2,800.00	\$5,600.00	\$2,500.00	\$5,000.00	\$6,948.21	\$13,896.42	\$1,500.00	\$3,000.00
Subtotal Section 4-Water Items					\$170,380.00		\$110,912.30		\$158,734.40		\$115,032.00
Section 5 - Irrigation Items											
40	18" 100 PSI PVC Pipe	LF	83	\$90.00	\$7,470.00	\$102.41	\$8,500.03	\$109.55	\$9,092.65	\$65.00	\$5,395.00
41	Connect to existing standpipe	EA	1	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$1,681.08	\$1,681.08	\$2,800.00	\$2,800.00
42	Irrigation stub out w/ irrigation outlet assembly	EA	1	\$15,800.00	\$15,800.00	\$3,500.00	\$3,500.00	\$13,411.72	\$13,411.72	\$15,000.00	\$15,000.00
43	2-ft wide reinforced concrete collars and	EA	2	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$3,485.80	\$6,971.60	\$1,800.00	\$3,600.00
44	Remove and replace existing irrigation water	EA	1	\$3,200.00	\$3,200.00	\$2,500.00	\$2,500.00	\$2,490.45	\$2,490.45	\$4,500.00	\$4,500.00
45	Cut, remove and plug existing irrigation line	LS	1	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$1,287.56	\$1,287.56	\$4,500.00	\$4,500.00
Subtotal Section 5-Irrigation Items		EA	1		\$37,970.00		\$21,500.03		\$34,935.06		\$35,795.00
Total Base Amount for Line Items 1-45:											
					\$959,482.00		\$722,054.28		\$1,002,285.53		\$791,996.46
Allowance Amount:					\$20,000.00		\$20,000.00		\$20,000.00		\$20,000.00
Subtotal Amount for Hoerner Road Extension Project:				EA	1		\$742,054.28		\$1,022,285.53		\$811,996.46



BID NAME/NUMBER: 26-616-09-10 / Hoerner Road Extension Project

OPEN DATE: September 17, 2026, 2:00 PM CST

Vendor Name:		Eberle Materials		Elite Grading and Paving, LLC.		Rovan Texas, LLC.		V4 Contracting, LLC.	
Street address:		P.O. Box 1028		1113 E. Evans Ave.		220 N. Ohio Ave.		2205 N. Jackson Rd., Ste. A	
City, State:		Donna, TX 78537		Pharr, TX 78577		Mercedes, TX 78570		McAllen, TX 78501	
Phone:		(956) 461-3478		(956) 240-4788		(956) 514-2914		(956) 587-9709	
Fax:						(956) 514-4825			
Contact:		Jason Eberle		Jose Luis de Hoyos, Pres.		Ryan D. Schwarz, Treas.		Anthony Vargas, Pres.	
Email:		javier@eberle-construction.com		elitegradingpavingllc@outlook.com		ryan@rovantexas.com		tony@v4contracting.com	
No.	DESCRIPTION:	Qty	UOM	Unit Price	Total Unit Price	Unit Price	Total Unit Price	Unit Price	Total Unit Price
46	Section 6 - Alternate Bid Items 1" HMAC Overlay (Existing Hoerner Rd from Expwy 83)	2935	SY	\$12.00	\$35,220.00	\$13.50	\$39,622.50	\$14.46	\$42,440.10
Total Amount for Hoerner Road Extension Project with the Alternate Item:					\$1,014,702.00		\$781,676.78		\$1,064,725.63
Addendums				Yes		Yes		Not Submitted	Yes
Number of Days to Complete Work				120 Calendar Days		120 Calendar Days		150 Calendar Days	90 Calendar Days
Bid Bond				Yes		Yes		Yes	Yes

Lowest Re:

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Item 36.



Vendor Name: Mor-Wil, LLC. Blue Dot Site & Utilities, LLC. The 5125 Company

Street address: 808 S. Shary Rd., Ste. 5, PMB 274 306 Zee Dr. 3914 Rio Grande Care Rd.

City, State: Mission, TX 78572 San Juan, TX 78589 Edinburg, TX 78541

Phone: (956) 276-4702 (956) 616-8183 (956) 583-5125

Fax:

Contact: Albert Garza III Robert De Hoyos Pat Espericueta

Email: admin@mor-wil.com bluedotsite1@gmail.com pe5125@aol.com

No.	DESCRIPTION:	Qty	UOM	Total Unit Price		Unit Price		Total Unit Price		Unit Price		Total Unit Price	
				Unit Price		Unit Price		Unit Price		Unit Price		Unit Price	
	Hoerner Road Extension Project - Base												
	Section 1 - Site Preparation												
1	Mobilization (NTE 3% of Total Bid)	1	LS	\$9,601.00		\$9,601.00		\$23,000.00		\$23,000.00		\$23,000.00	
2	Traffic Control	5	MO	\$2,750.00		\$13,750.00		\$1,500.00		\$7,500.00		\$1,000.00	
3	Remove Existing Type-3 Barricades & Return to City of Mission	2	EA	\$1,031.25		\$2,062.50		\$50.00		\$100.00		\$200.00	
4	Clearing	1.24	AC	\$5,544.35		\$6,874.99		\$1,500.00		\$1,860.00		\$5,000.00	
5	Hydroseeding	831	SY	\$1.65		\$1,371.15		\$1.75		\$1,454.25		\$1.00	
6	Filter Fabric Fence, complete in place	2,512	LF	\$5.20		\$13,062.40		\$3.00		\$7,536.00		\$3.00	
7	Inlet Protection Barriers, complete in place	140	LF	\$9.82		\$1,374.80		\$3.00		\$420.00		\$10.00	
8	Rock Filter Dam (Type-2)	50	LF	\$41.25		\$2,062.50		\$20.00		\$1,000.00		\$50.00	
9	Concrete Truck Washout Structures	1	LS	\$2,062.50		\$2,062.50		\$2,500.00		\$2,500.00		\$1,000.00	
10	Stabilized Construction Access	222	SY	\$15.48		\$3,436.56		\$25.00		\$5,550.00		\$10.00	
11	Site Restoration & Regrading	2,512	LF	\$4.11		\$10,324.32		\$6.00		\$15,072.00		\$2.00	
	Subtotal Section 1-Site Preparation					\$65,982.72				\$65,992.25			
	Section 2 - Paving												
12	Remove and dispose of asphalt (includes sawcut)	506	SY	\$13.59		\$6,876.54		\$8.00		\$4,048.00		\$4.00	
13	Remove and dispose of curb and gutter	123	LF	\$11.18		\$1,375.14		\$5.00		\$615.00		\$6.00	
14	Concrete Valley Gutter (6" thickness) (Including Subgrade/Base Material, Joints, & Expansion Joints)	56	SY	\$122.77		\$6,875.12		\$90.00		\$5,040.00		\$85.00	
15	Excavation & Grading (Roadway) (Without Subgrade) (Off-site Haul) (8-Inch)	1,176	CY	\$7.60		\$8,937.60		\$8.00		\$9,408.00		\$13.00	
16	Borrow (Onsite) (Final-In-Place)	18	CY	\$19.10		\$343.80		\$10.00		\$180.00		\$3.00	
17	Cut (Onsite) (Final-In-Place)	1,063	CY	\$9.70		\$10,311.10		\$4.00		\$4,252.00		\$5.00	
18	Mill and dispose of asphalt	443	SY	\$24.83		\$10,999.69		\$15.00		\$6,645.00		\$4.00	
19	2-inch Hot Mix Asphalt Concrete Pavement, complete in place	5,231	SY	\$21.03		\$110,007.93		\$14.50		\$75,849.50		\$18.00	

BID NAME/NUMBER: 26-616-09-10 / Hoerner Road Extension Project
OPEN DATE: September 17, 2026, 2:00 PM CST





Vendor Name:		Mor-Wil, LLC.	Blue Dot Site & Utilities, LLC.		The 5125 Company		
Street address:		808 S. Shary Rd., Ste. 5, PMB 274	306 Zee Dr.		3914 Rio Grande Care Rd.		
City, State:		Mission, TX 78572	San Juan, TX 78589		Edinburg, TX 78541		
Phone:		(956) 276-4702	(956) 616-8183		(956) 583-5125		
Fax:							
Contact:		Albert Garza III	Robert De Hoyos		Pat Espericueta		
Email:		admin@mor-wil.com	bluedotsite1@gmail.com		pe5125@aol.com		
No.	DESCRIPTION:	Qty	UOM	Total Unit Price		Total Unit Price	
				Unit Price		Unit Price	
20	6-inch Gravel Base Material compacted to 98% modified proctor max. dry density	5,777	SY	\$11.90	\$68,746.30	\$14.50	\$80,878.00
21	12-inch lime stabilized subgrade compacted to 98% standard proctor density	5,777	SY	\$8.33	\$48,122.41	\$5.50	\$34,662.00
22	Lime for Lime Stabilized Subgrade (Dry Weight) (5%)	143	Ton	\$480.77	\$68,750.11	\$315.00	\$64,350.00
23	18-inch concrete curb & gutter, complete in	2,216	LF	\$21.72	\$48,131.52	\$18.50	\$37,672.00
Subtotal Section 2-Paving					\$389,477.26		\$341,671.00
Section 3 - Storm Water							
24	Trench Safety System for Trench Excavation (5-10 foot depth)	954	LF	\$7.21	\$6,878.34	\$8.00	\$954.00
25	Reinforced Concrete Pipe (24-inch) (open-	138	LF	\$104.52	\$14,423.76	\$150.00	\$13,110.00
26	Reinforced Concrete Pipe (30-inch) (open-	468	LF	\$118.80	\$55,598.40	\$190.00	\$56,160.00
27	Reinforced Concrete Pipe (36-inch) (open-	434	LF	\$175.13	\$76,006.42	\$250.00	\$69,440.00
28	60-inch Diameter Precast Concrete Manhole, Type "C" with Riser (all depths)	5	EA	\$6,655.00	\$33,275.00	\$9,100.00	\$22,500.00
29	Type "A-2" Inlet	4	EA	\$5,564.63	\$22,258.52	\$7,250.00	\$18,000.00
30	Type "A-2" Inlet with 5' Extension	2	EA	\$4,786.38	\$9,572.76	\$7,500.00	\$11,000.00
31	Concrete sloped-end treatment	31	SY	\$532.26	\$16,500.06	\$110.00	\$4,650.00
Subtotal Section 3-Storm Water					\$234,513.26		\$195,814.00
Section 4 - Water Items							
32	8-inch PVC water line (Open Cut) (with or without restrained joint)	1,194	LF	\$39.23	\$46,840.62	\$46.00	\$47,760.00
33	16-inch Steel casing (Open Cut)	126	LF	\$280.66	\$35,363.16	\$135.00	\$15,750.00
34	Fire hydrant assembly, all depths, including 6-inch diameter gate valve and box	2	EA	\$9,142.20	\$18,284.40	\$8,500.00	\$15,000.00



BID NAME/NUMBER: 26-616-09-10 / Hoerner Road Extension Project

OPEN DATE: September 17, 2026, 2:00 PM CST



Vendor Name:		Mor-Wil, LLC.		Blue Dot Site & Utilities, LLC.		The 5125 Company	
Street address:		808 S. Shary Rd., Ste. 5, PMB 274		306 Zee Dr.		3914 Rio Grande Care Rd.	
City, State:		Mission, TX 78572		San Juan, TX 78589		Edinburg, TX 78541	
Phone:		(956) 276-4702		(956) 616-8183		(956) 583-5125	
Fax:							
Contact:		Albert Garza III		Robert De Hoyos		Pat Espericueta	
Email:		admin@mor-wil.com		bluedotsite1@gmail.com		pe5125@aol.com	



BID NAME/NUMBER: 26-616-09-10 / Hoerner Road Extension Project

OPEN DATE: September 17, 2026, 2:00 PM CST

Vendor Name: Mor-Wil, LLC. Blue Dot Site & Utilities, LLC. The 5125 Company
Street address: 808 S. Shary Rd., Ste. 5, PMB 274 306 Zee Dr. 3914 Rio Grande Care Rd.
City, State: Mission, TX 78572 San Juan, TX 78589 Edinburg, TX 78541
Phone: (956) 276-4702 (956) 616-8183 (956) 583-5125
Fax:
Contact: Albert Garza III Robert De Hoyos Pat Espericueta
Email: admin@mor-wil.com bluedotsite1@gmail.com pe5125@aol.com

No.	DESCRIPTION:	Qty	UOM	Unit Price	Total Unit Price	Unit Price	Total Unit Price	Unit Price	Total Unit Price
Section 6 - Alternate Bid Items									
46	1" HMAC Overlay (Existing Hoerner Rd from Expy 83)	2935	SY	\$21.16	\$62,104.60	\$10.50	\$30,817.50	\$15.00	\$44,025.00
Total Amount for Hoerner Road Extension Project with the Alternate Item:					\$959,555.30		\$912,794.25		\$788,888.00
Addendums				Yes		Yes		Yes	
Number of Days to Complete Work				120 Calendar Days		150 Calendar Days		120 Calendar Days	
Bid Bond				Yes		Yes		Yes	

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BID NAME/NUMBER: 26-616-09-10 / Hoerner Road Extension Project
OPEN DATE: September 17, 2026, 2:00 PM
 Extension Corrections

Bidder	Item	Description	Qty	Unit Price	Submitted Extended Price	Calculated Extended Price	Adjustment	Calculation
Elite Grading and Paving LLC	2	Traffic Control	5	\$6,500.00	\$20,000.00	\$32,500.00	\$12,500.00	$5 \times \$6,500.00 = \$32,500.00$
Elite Grading and Paving LLC	4	Clearing	1.24	\$6,500.00	\$6,500.00	\$8,060.00	\$1,560.00	$1.24 \times \$6,500.00 = \$8,060.00$
G-8 Utilities LLC	8	Rock Filter Dam (Type-2)	50	\$150.00	\$7,000.00	\$7,500.00	\$500.00	$50 \times \$150.00 = \$7,500.00$
G-8 Utilities LLC	39	8" Wet Connection	2	\$5,000.00	\$5,000.00	\$10,000.00	\$5,000.00	$2 \times \$5,000.00 = \$10,000.00$
G-8 Utilities LLC	43	2-ft wide reinforced concrete collars and reconnect to existing irrigation line	2	\$1,500.00	\$1,500.00	\$3,000.00	\$1,500.00	$2 \times \$1,500.00 = \$3,000.00$
Venser Contractors LLC	12	Remove and dispose of asphalt (includes sawcut)	506	\$14.00	\$72,864.00	\$7,084.00	-\$65,780.00	$506 \times \$14.00 = \$7,084.00$
Trio United Builders, LLC	5	Hydroseeding	831	\$0.66	\$4,936.14	\$548.46	-\$4,387.68	$831 \times \$0.66 = \548.46
Trio United Builders, LLC	20	6-inch Gravel Base Material compacted to 98% modified proctor max. dry density	5777	\$13.65	\$78,844.61	\$78,856.05	\$11.44	$5777 \times \$13.65 = \$78,856.05$
Trio United Builders, LLC	21	12-inch lime stabilized subgrade compacted to 98% standard proctor density	5777	\$7.47	\$43,139.75	\$43,154.19	\$14.44	$5777 \times \$7.47 = \$43,154.19$

BID NAME/NUMBER:**OPEN DATE:**

September 17, 2026, 2:00 PM CST

**Vendor Name:**P&C Oilfield Service,
LLC. Dba P&C Utilities
and Construction**Street address:**

1213 Blake St.

City, State:

Mission, TX 78572

Phone:

(956) 929-8243

Fax:**Contact:**

Pedro Cantu

Email:Pedro.Cantu@PandC-LLC.com

	P&C Oilfield Service, LLC. Dba P&C Utilities and Construction	Rio United Builders, LLC.	LionGate Builders	G8 Utilities, LLC.	B2Z Builders, LLC.
	1213 Blake St.	5783 Iowa Rd.	1604 Rosewood	708 N. 38th St.	900 S. Stewart Rd., Ste. 2
	Mission, TX 78572	Mission, TX 78573	Mission, TX 78572	McAllen, TX 78501	Mission, TX 78572
	(956) 929-8243	(956) 222-6624	(956) 688-0875	(956) 212-4572	(956) 585-3773
	Pedro Cantu	Dagoberto Perez	Jesse De Leon	Alejandro Gomez, Pres.	Aron reza Badiozzamani
	Pedro.Cantu@PandC-LLC.com	build@riounited.com	jesse@liongatebuilders.com	A.GomezG8Utilities@gmail.com	marie@b2z-builders.com
DESCRIPTION of FORMS:					
Solicitation Signed	Yes	Yes	Yes	Yes	Yes
Terms & Conditions Included	Yes	Yes	Yes	Yes	Yes
Non-Collusive Bidding Certification	Yes	Yes	Yes	Yes	Yes
Subcontractor(s)/Subconsultant(s)	Yes	Yes	Yes	Yes	Yes
S.B. 252 Certification Form	Yes	Yes	Not Submitted	Yes	Yes
H.B. 89 Verification Form	Yes	Yes	Not Submitted	Yes	Yes
Attachment 2 Verification re: Boycott of Energy Companies and Firearm Entity Discrimination	Yes	Yes	Yes	Yes	Yes
Pricing Schedule	Yes	Yes	Yes	Yes	Yes
Addenda(s)	Yes	Yes	Yes	Yes	Yes
Gen. Business Questionare	Yes	Yes	Yes	Yes	Yes
References	Yes	Yes	Yes	Yes	Yes
CIQ					
Bid Bond	Yes	Yes	Yes	Yes	Yes

BID NAME/NUMBER:**OPEN DATE:** September 17, 2026, 2:00 PM CST**Vendor Name:**

Saenz Utility Contractors, LLC.

Street address:

22290 N. FM 88

City, State:

Edcouch, TX 78538

Phone:

(956) 262-8506

Fax:**Contact:**

Juan Saenz

Email:Juan@saenzutility.comYara M. Corbitt, P.E., yara@texascordia.comJavier Vento, Managing jvvento@aol.comJason Eberle javier@eberle-construction.comJose Luis de Hoyos, elitegradingpavingllc@outlook.com

BID NAME/NUMBER:**OPEN DATE:** September 17, 2026, 2:00 PM CST**Vendor Name:**

Rovan Texas, LLC.

Street address:220 N. Ohio Ave.
Ste. A**City, State:**

Mercedes, TX 78570

Phone:

(956) 514-2914

Fax:

(956) 514-4825

Contact:

Ryan D. Schwarz, Treas.

Email:

ryan@rovantexas.com

Mor-Wil, LLC.

808 S. Shary Rd., Ste. 5,
PMB 274

Mission, TX 78572

(956) 276-4702

Albert Garza III

admin@mor-wil.com

Blue Dot Site & Utilities,
LLC.

306 Zee Dr.

San Juan, TX 78589

(956) 616-8183

Robert De Hoyos

bluedotsite1@gmail.com

The 5125 Company

3914 Rio Grande Care
Rd.

Edinburg, TX 78541

(956) 583-5125

Pat Espericueta

pe5125@aol.com

DESCRIPTION of FORMS:

Solicitation Signed	Yes	Yes	Yes	Yes	Yes	Not Completed but
Terms & Conditions Included	Yes	Yes	Yes	Yes	Yes	Yes
Non-Collusive Bidding Certification	Yes	Yes	Yes	Yes	Yes	Yes
Subcontractor(s)/Subconsultant(s)	Yes	Yes	Yes	Yes	Yes	Completed but Not
S.B. 252 Certification Form	Yes	Yes	Yes	Yes	Yes	Yes
H.B. 89 Verification Form	Not Submitted	Not Submitted	Not Submitted	Yes	Yes	Yes
Attachment 2 Verification re: Boycott of Energy Companies and Firearm Entity Discrimination	Not Submitted	Not Submitted	Not Submitted	Yes	Yes	Yes
Pricing Schedule	Yes	Yes	Yes	Yes	Yes	Yes
Addenda(s)	Not Submitted	Yes	Yes	Yes	Yes	Yes
Gen. Business Questionnaire	Yes	Yes	Yes	Yes	Yes	Yes
References	Not Submitted	Yes	Yes	Yes	Yes	Yes
CIQ						
Bid Bond	Yes	Yes	Yes	Yes	Yes	Yes



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 13, 2026

PRESENTED BY: Andy Garcia, Co-Interim City Manager

AGENDA ITEM: Discussion and possible action on matters related to the approval of Resolution No. _____ Adopting the City of Mission Artificial Intelligence (AI) Use Policy – A. Garcia

NATURE OF REQUEST:

The proposed Resolution adopts the City of Mission Artificial Intelligence (AI) Use Policy to establish guidelines for the responsible, secure, ethical, and lawful use of artificial intelligence in the conduct of City business. The policy establishes standards for the use of AI by City employees and officials, including requirements related to confidentiality, data privacy, cybersecurity, Public Information Act and records retention obligations, human oversight, accuracy and verification of AI-generated information, procurement and vendor requirements, and the use of AI in higher-risk governmental functions.

The policy also establishes an AI governance framework, including designation of an AI Risk Officer, departmental responsibilities, AI system inventory and risk assessment requirements, employee training, incident reporting, and periodic review of AI systems. The policy is intended to support compliance with applicable federal and Texas law, including the Texas Department of Information Resources' AI Code of Ethics and applicable requirements governing governmental use of artificial intelligence.

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 _____

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, ADOPTING THE CITY OF MISSION ARTIFICIAL INTELLIGENCE USE POLICY; ESTABLISHING REQUIREMENTS FOR THE RESPONSIBLE, SECURE, ETHICAL, AND LAWFUL USE OF ARTIFICIAL INTELLIGENCE BY THE CITY; DESIGNATING RESPONSIBILITIES FOR AI GOVERNANCE AND RISK MANAGEMENT; REQUIRING COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAW, INCLUDING TEXAS ARTIFICIAL INTELLIGENCE REQUIREMENTS; PROVIDING FOR TRAINING, OVERSIGHT, RECORDS MANAGEMENT, DATA PRIVACY, CYBERSECURITY, AND HUMAN REVIEW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Mission, Texas (the “City”), recognizes that artificial intelligence (“AI”) technologies are increasingly being used by governmental entities to improve administrative efficiency, customer service, research, communication, data analysis, and the delivery of municipal services; and

WHEREAS, AI systems may provide significant benefits to the City when used appropriately, but may also create risks involving inaccurate information, privacy, cybersecurity, discrimination, intellectual property, confidential information, public records, transparency, and governmental decision-making; and

WHEREAS, the 89th Texas Legislature enacted legislation establishing requirements applicable to the use of artificial intelligence by governmental entities, including Senate Bill 1964 and House Bill 3512; and

WHEREAS, Texas Government Code Chapter 2054 and 1 Texas Administrative Code Chapter 219 establish requirements relating to the ethical use, governance, risk management, procurement, development, deployment, and use of artificial intelligence systems by governmental entities; and

WHEREAS, 1 Texas Administrative Code §219.11 requires state agencies and local governments to adopt the AI Code of Ethics established by the Texas Department of Information Resources (“DIR”) and to follow the applicable ethical principles when procuring, developing, deploying, or using AI systems; and

WHEREAS, the City desires to establish an internal framework governing the authorized use of AI by City employees, officials, departments, contractors, and other authorized users while maintaining appropriate human oversight and protecting the public's rights and the City's information resources; and

WHEREAS, the City recognizes that AI-generated information is not necessarily accurate, complete, current, unbiased, or legally sufficient and therefore must not substitute for the professional judgment, legal responsibilities, or accountability of City personnel; and

WHEREAS, the City Council finds that establishing an AI Use Policy will provide employees and officials with clear expectations regarding the appropriate use of AI technologies in the conduct of City business and will assist the City in complying with applicable law and administrative requirements; and

WHEREAS, the City Council desires to adopt the City of Mission Artificial Intelligence Use Policy attached hereto as **Exhibit “A”**, which is incorporated herein for all purposes;

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

SECTION 1. Adoption of AI Use Policy.

The City Council hereby adopts the **City of Mission Artificial Intelligence Use Policy**, attached hereto as **Exhibit “A”**, as the City's official policy governing the authorized use of artificial intelligence systems in the conduct of City business.

SECTION 2. Compliance with State AI Requirements.

The City shall administer the Policy in a manner consistent with applicable federal and Texas law, including applicable provisions of Texas Government Code Chapter 2054, the Texas Department of Information Resources' AI Code of Ethics and minimum standards, and applicable provisions of the Texas Administrative Code.

Nothing in this Resolution or the attached Policy shall be construed to authorize the City to regulate artificial intelligence in a manner prohibited or preempted by state law.

SECTION 3. AI Risk Officer.

The City Manager, or designee, shall designate an employee to serve as the City's **AI Risk Officer**, consistent with applicable requirements of 1 Texas Administrative Code Chapter 219. The AI Risk Officer shall coordinate AI governance activities with the Information Technology Department, City Attorney's Office, City Secretary's Office, Human Resources Department, and affected departments, as appropriate.

SECTION 4. Departmental Responsibility.

Each Department Director shall be responsible for ensuring that employees within the department comply with the Policy and applicable AI requirements.

No department shall procure, develop, implement, or deploy an AI system for City business without following the City's applicable procurement, information technology, cybersecurity, legal, records management, and risk assessment procedures.

SECTION 5. Training.

The City shall provide and require AI awareness training as required by applicable Texas law and DIR requirements.

Employees and officials who are required by law or City policy to complete AI training shall do so within the applicable time period.

SECTION 6. Administrative Procedures.

The City Manager, or designee, is authorized to establish administrative procedures, forms, training requirements, approval processes, inventories, and other implementation materials necessary to administer the Policy, provided that such procedures are consistent with this Resolution, the Policy, and applicable law.

SECTION 7. Periodic Review.

The Policy shall be reviewed periodically by the City Manager or designee, in consultation with the City Attorney and appropriate City departments, to ensure continued compliance with changes in federal law, Texas law, DIR requirements, cybersecurity standards, and emerging AI risks.

Material amendments to the Policy shall be presented to the City Council for consideration when required by law or when determined appropriate by the City Manager or City Attorney.

SECTION 8. Severability.

If any provision of this Resolution or the Policy attached hereto is determined to be invalid, unlawful, or unenforceable, such determination shall not affect the remaining provisions, which shall remain in full force and effect to the fullest extent permitted by law.

SECTION 9. Repeal of Conflicting Policies.

All prior City administrative policies or procedures that are inconsistent with this Resolution or the attached Policy are repealed or superseded to the extent of the inconsistency.

SECTION 10. Effective Date.

This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED this 13th day of September, 2026.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

APPROVED AS TO FORM:

Eden Ramirez, Jr., City Attorney

CITY OF MISSION, TEXAS

ARTIFICIAL INTELLIGENCE GOVERNANCE AND ACCEPTABLE USE POLICY

Effective Date: Upon approval

1. Purpose and Scope

The City of Mission encourages the responsible use of artificial intelligence to improve employee productivity, municipal operations, analysis, public communication, service delivery, and innovation.

This Policy establishes practical requirements for the use of AI while protecting City information, maintaining human accountability, and complying with applicable state and federal law.

This Policy applies to City employees, elected and appointed officials, interns, and volunteers conducting City business.

Contractors, consultants, and vendors are subject to applicable AI requirements established through their contracts, their access to City information or systems, and applicable law.

2. Governing State Standards

The City adopts and incorporates by reference the Texas Department of Information Resources (DIR) Artificial Intelligence Code of Ethics and applicable minimum standards established pursuant to:

- Texas Government Code §§2054.702–2054.703;
- Texas Government Code Chapter 2054, Subchapter S;
- 1 Texas Administrative Code Chapter 219; and
- Applicable provisions of the Texas Responsible Artificial Intelligence Governance Act (TRAIGA), Texas Business & Commerce Code Chapter 552.

These requirements, including future amendments, successor provisions, and implementing rules, are incorporated into this Policy to the extent applicable to the City.

State and federal law shall control if a provision of this Policy conflicts with applicable law.

The City Manager or designee may update administrative procedures, approved-tool lists, forms, and implementation guidance as necessary to remain consistent with changes in applicable law or DIR standards.

3. Key Definitions

The following definitions are intended to help employees recognize the type of information and AI use involved before using an AI system.

Artificial Intelligence System

A machine-based system that uses information to generate outputs such as content, predictions, recommendations, or decisions with varying levels of autonomy.

Public or General-Purpose AI System

A commercial or internet-accessible AI system that is not specifically approved by the City to process protected City information.

This may include consumer versions of general-purpose AI chatbots and other web-based AI services.

City-Approved Secure AI System

An AI-enabled system that has been reviewed and specifically authorized by the City for the information and purpose involved.

Approval for one type of information does not mean the system is approved for all City information.

Personally Identifiable Information (PII)

Information that, by itself or when combined with other information, identifies or can reasonably identify a particular individual.

PII can include:

- A person's name when connected to nonpublic or sensitive information;
- Home address;
- Personal telephone number or personal email address;
- Date of birth;
- Social Security number;
- Driver's license, state identification, or passport number;
- Employee, customer, patient, utility, account, or case number;
- Personal financial account or payment information;
- Medical or health information;
- Biometric information;
- Precise personal location information; or
- A combination of facts that would reasonably allow a person to be identified.

Information is not automatically confidential merely because it identifies a person. Names, titles, salaries, vendor information, contract information, public project addresses, public accounting records, and other information lawfully available to the public may generally be used when appropriate for the City purpose involved and when no separate confidentiality requirement applies.

Appropriately Anonymized Information

Information is appropriately anonymized when identifying information has been removed, masked, generalized, or replaced so that an individual cannot reasonably be identified from the remaining information, either alone or when combined with other reasonably available information.

Consequential Decision

A Consequential Decision, as defined by Texas Government Code §2054.003, is a decision having a material, legal, or similarly significant effect on the provision, denial, or conditions of a person's access to a government service.

Depending on the system and how it is used, examples may include decisions concerning:

- Eligibility for a City program or service;
- Approval or denial of assistance or benefits;
- Connection, continuation, restriction, or denial of a City service;
- Approval, denial, or material conditions of a permit or license; or

- Another City decision materially affecting a person's access to governmental services.

Controlling Factor

An AI output is a Controlling Factor when it is the principal basis for making a Consequential Decision or when the AI output is capable of changing the outcome of that decision.

An AI system does not avoid this classification merely because an employee performs a final administrative approval if the AI result effectively determines or can materially change the outcome.

Heightened Scrutiny AI

A Heightened Scrutiny AI System is an AI system specifically intended to:

1. Autonomously make a Consequential Decision; or
2. Serve as a Controlling Factor in making a Consequential Decision.

Under Texas law, the term does not include an AI system intended only to:

- Perform a narrow procedural task;
- Improve the result of a previously completed human activity;
- Perform a preparatory task for an assessment relevant to a Consequential Decision; or
- Detect decision-making patterns or deviations from previous decision-making patterns.

4. Permitted AI Use and Information Protection

Employees may use AI tools permitted by Information Technology for legitimate City business, including:

- Drafting and editing;
- Research and summarization;
- Presentations and training materials;
- Translation;
- Spreadsheet formulas;
- Data and trend analysis;
- Accounting, budget, and financial analysis;
- Operational reporting;
- Planning;
- Process improvement;
- Document organization; and
- Other appropriate municipal activities.

Public information and appropriately anonymized information may be processed through permitted general-purpose AI tools.

Employees remain responsible for reviewing and verifying the resulting work.

Information That Should Be Removed or Anonymized

Before providing a City report, spreadsheet, document, or dataset to a general-purpose AI system, employees shall review the information and remove or anonymize nonpublic identifying information that is not necessary for the task.

This generally includes:

- Names connected to confidential customer, patient, personnel, complaint, investigation, or case information;
- Personal residential addresses when they are not already public and necessary for the work;

- Personal telephone numbers and personal email addresses;
- Dates of birth;
- Social Security numbers;
- Driver's license, identification, or passport numbers;
- Employee, patient, utility customer, case, or other unique identification numbers;
- Bank account, routing, payment card, login, or authentication information;
- Protected health or medical information;
- Confidential personnel information;
- Biometric identifiers;
- Precise personal location information; and
- Other combinations of information that could reasonably identify an individual in a nonpublic matter.

Employees should also remove fields that are unnecessary for the analysis even when those fields are not independently confidential. This practice reduces unnecessary disclosure of personal information.

Employees may replace identifiers with neutral labels such as **Resident A**, **Employee 1**, **Account A**, or another non-identifying reference when the identity of the person is not necessary for the analysis.

Public Information Does Not Require Automatic Redaction

Information does not need to be anonymized solely because it contains a name or address if the information is lawfully public, appropriate for the City purpose involved, and not subject to another confidentiality restriction.

Examples may include:

- Names and titles of City officials and employees contained in public records;
- Public salary and compensation information;
- Vendor and contractor names;
- Public contracts and expenditures;
- City facility addresses;
- Public project or construction information;
- Publicly released budgets and financial statements; and
- Other information already lawfully available to the public.

If an employee is uncertain whether information is public, protected, or sufficiently anonymized, the employee should consult the **AI Risk Officer or Information Technology Director** before submitting the information to an AI system.

Approved Secure AI Systems

Protected information may be processed through an AI system only when that system has been specifically reviewed and approved for that category of information and purpose.

Before approval, the review shall consider:

- Privacy requirements;
- Cybersecurity requirements;
- Access controls;
- Records retention and data deletion;
- Contractual protections; and
- Applicable legal requirements.

Approval of a specialized system does not authorize employees to place the same protected information into a general-purpose or otherwise unapproved AI system.

5. Human Oversight and Responsible Use

Employees remain responsible for their final work product and for decisions made in the course of their City duties.

Material AI-generated information shall be reviewed and verified as appropriate, including:

- Facts;
- Calculations;
- Citations;
- Legal references;
- Financial figures;
- Dates;
- Names; and
- Other significant information.

The level of human review should increase with the significance of the activity and potential consequences of an error.

AI shall not replace professional judgment where professional, legal, medical, engineering, accounting, public-safety, or other specialized judgment is required.

AI shall not be used to:

- Fabricate official information, evidence, records, or citations;
- Impersonate City personnel;
- Create intentionally deceptive content;
- Unlawfully discriminate;
- Circumvent cybersecurity or access controls;
- Override required human approval; or
- Represent unverified AI output as independently established fact.

6. Identifying and Reviewing Higher-Risk AI Systems

Departments are responsible for recognizing when a proposed AI system may go beyond ordinary employee productivity assistance and may affect a Consequential Decision.

When a Department Must Consult the AI Risk Officer and IT Director

Before developing, procuring, implementing, or using an AI system, a department shall contact the **AI Risk Officer and Information Technology Director** when the system may:

- Automatically approve, deny, or condition access to a City service;
- Generate a score, classification, recommendation, or determination that could change the outcome of a Consequential Decision;
- Serve as the principal basis for a decision affecting access to a City service;
- Automatically make a decision that would otherwise be made by City personnel;
- Process protected information as part of a significant decision-making system; or
- Otherwise reasonably appear to meet the definition of Heightened Scrutiny AI.

Departments are encouraged to consult the AI Risk Officer and IT Director **before procurement or use whenever classification is uncertain.**

No employee or department is expected to independently make a final legal determination that a system qualifies as Heightened Scrutiny AI. The purpose of the referral is to allow the AI Risk Officer and appropriate City personnel to make that assessment before the City becomes committed to the technology.

7. AI Risk Officer and DIR Requirements for Heightened Scrutiny AI

The City Manager shall designate an employee to serve as the **AI Risk Officer**, as required by 1 Texas Administrative Code §219.21.

The AI Risk Officer shall coordinate with the Information Technology Director and relevant departments to promote ethical AI procurement, development, deployment, and use and to administer the City's process for identifying and inventorying Heightened Scrutiny AI systems.

Required Review

When a proposed system qualifies as Heightened Scrutiny AI, the following requirements shall be completed before the City develops, procures, deploys, or uses the system and again when a material change is made.

Written AI Risk Assessment

A written risk assessment shall evaluate the probability and severity of potential harm and shall document, at minimum:

1. Security

- Known security risks; and
- Available mitigation measures.

2. Performance

- Accuracy-related performance measures; and
- Operational-efficiency measures appropriate to the system.

3. Transparency

- Available information concerning the system's algorithms and how decisions are generated;
- The data used to train the system's model; and
- Whether system inputs and outputs are available for monitoring decision-making over time.

AI Risk Officer Determination

Before deployment, the AI Risk Officer shall:

- Review the completed written risk assessment;
- Evaluate identified risks and mitigation measures;
- Approve or deny deployment of the system; and
- Notify the City Manager or designee of a decision to deploy the system.

The City shall retain the completed assessment and related documentation in accordance with applicable records-retention requirements.

System-Specific Requirements

For each Heightened Scrutiny AI system deployed or used by the City, the City shall:

- Identify the approved use cases for the system;
- Identify the system's known limitations;
- Establish system-specific acceptable-use requirements preventing unauthorized uses;
- Train employees on those acceptable-use requirements;

- Provide employees and contractors who access, use, or manage the system training concerning identified risks and methods for reducing those risks; and
- Require applicable vendors to maintain an AI risk-management framework consistent with the NIST AI Risk Management Framework or another comparable standard.

The AI Risk Officer shall also consider whether an AI impact assessment aligned with applicable DIR guidance is appropriate for a proposed Heightened Scrutiny AI system and shall review relevant resources published by DIR.

8. Public Disclosure, Notice, and Redress

The City shall comply with applicable public-disclosure requirements established by TRAIGA, Texas Government Code Chapter 2054, and DIR.

Public-Facing AI

When the City provides an AI system intended to interact directly with members of the public, the City shall provide the disclosure required by TRAIGA before or at the time the interaction begins.

The disclosure shall be clear and conspicuous and shall comply with applicable state requirements.

DIR Standardized Notice

The City shall use the standardized notice prescribed by DIR when the City deploys or uses an AI system that:

- Is public-facing; or
- Serves as a Controlling Factor in a Consequential Decision.

As required by Texas Government Code §2054.711, the applicable standardized notice shall be included on related applications, City websites, and public computer systems.

Applicable healthcare-related AI systems shall also comply with any additional disclosure requirements imposed by law.

Public Contact and Redress

The City shall maintain a designated point of contact for individuals seeking information concerning an allegedly unfair AI-assisted Consequential Decision.

A general City email address, online form, or other designated contact method may serve as the point of contact.

The City shall maintain a mechanism through which individuals may seek redress when an AI system makes a Consequential Decision resulting in unlawful harm affecting the person's rights or access to governmental services.

The City Manager or designee shall establish internal procedures for reviewing, routing, and addressing those requests.

9. AI Incident Reporting

Employees shall immediately notify both the **AI Risk Officer and Information Technology Director** upon discovering or reasonably suspecting:

- Unauthorized disclosure of protected information through an AI system;
- Significant AI-related security concerns;

- Unauthorized access to an AI system;
- Material AI errors affecting City operations or services; or
- Other significant AI-related incidents.

The affected department shall follow the City's existing cybersecurity, privacy, records, legal, or other applicable incident-response procedures.

Incidents involving specialized information, including protected health information, shall also follow the applicable departmental and legal reporting process.

Detailed investigation, containment, notification, and management-response procedures may be maintained separately by the responsible City departments.

10. Records Management, Procurement, and Vendors

Records Management

AI-assisted City work remains subject to applicable public-information and records-retention requirements.

Employees shall retain official City records in approved City systems.

AI prompts, inputs, outputs, transcripts, assessments, or related materials shall be retained or preserved when required by:

- Applicable records-retention schedules;
- The Texas Public Information Act;
- A legal hold;
- Litigation;
- An audit;
- An investigation; or
- Another applicable preservation requirement.

Departments deploying AI systems shall consider the Public Information Act and records-retention implications of storing system inputs and outputs.

Procurement and Vendors

Before procuring or implementing an AI system that processes protected information, performs a significant City function, or otherwise requires City approval, the requesting department shall review the proposed system with the **Information Technology Director and AI Risk Officer**.

The review shall evaluate, as applicable:

- Privacy;
- Cybersecurity;
- Vendor data use;
- Data ownership;
- Access controls;
- Reliability and accuracy;
- Data retention and deletion;
- Vendor training or reuse of City data;
- Contractual safeguards; and
- Applicable state and federal requirements.

A **written approval memorandum** documenting the review and approval of both the Information Technology Director and AI Risk Officer shall be completed before procurement or implementation of the system.

Contracts involving material AI functionality shall contain safeguards appropriate to the information and service involved.

Vendors supporting Heightened Scrutiny AI shall comply with the additional requirements established by DIR and this Policy.

11. AI Training

The City will maintain both **state-required AI awareness training** and **City practical AI-use training**.

DIR-Certified AI Awareness Training

Employees and officials meeting the criteria established by Texas Government Code §2054.5191 shall complete a DIR-certified AI awareness training program annually.

The City shall document completion and complete applicable reporting to DIR.

City AI Practical Training

Employees authorized to use AI for City business shall receive City-provided practical training sufficient to understand how to use AI effectively and responsibly, how to navigate and comply with this Policy, and when to seek assistance from the AI Risk Officer or Information Technology.

The City may provide additional role-based training for departments or employees using specialized AI systems.

Employees and contractors who access, use, or manage Heightened Scrutiny AI shall receive the additional system-specific training required by DIR.

12. Evaluation and Administration

The AI Risk Officer and Information Technology shall establish methods for the regular evaluation of AI systems to ensure they continue to provide appropriate benefit and operate consistently with applicable requirements.

The City shall document those evaluations as required by the DIR Artificial Intelligence Code of Ethics.

The City Manager or designee may issue and revise supporting administrative procedures and implementation materials without amending this Policy unless formal approval is otherwise required.

13. Governing References

Texas Government Code Chapter 2054, Subchapter S

Artificial Intelligence requirements applicable to governmental entities.

Texas Government Code §§2054.702–2054.703

DIR Artificial Intelligence Code of Ethics and minimum standards.

Texas Government Code §2054.711

Standardized AI notice requirements.

Texas Government Code §2054.5191

Annual artificial intelligence awareness training requirements.

1 Texas Administrative Code Chapter 219

DIR Artificial Intelligence Code of Ethics, AI Risk Officer requirements, Heightened Scrutiny AI risk assessments, acceptable-use requirements, training, and vendor risk-management requirements.

Texas Business & Commerce Code Chapter 552

Texas Responsible Artificial Intelligence Governance Act (TRAIGA).

Texas Government Code Chapter 552

Texas Public Information Act.

Applicable federal and state privacy, healthcare, cybersecurity, records-retention, employment, civil-rights, accessibility, procurement, and professional requirements.

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_____ NAYS

_____ DISSENTING _____

CONTRACT BY AND BETWEEN
CITY OF MISSION, TEXAS AND JESSE LERMA

JESUS LERMA, JR. (hereinafter referred to as “CONSULTANT”), and **THE CITY OF MISSION, TEXAS**, (hereinafter referred to as “CITY”), entered into this Agreement where CONSULTANT will provide services as **Civil Service Director/311 Application/Safety Coordinator** to CITY.

RECITALS

WHEREAS, CITY desires to engage CONSULTANT for certain professional services in connection therewith; and,

WHEREAS, CONSULTANT is experienced in providing said professional services as defined in Section II Scope of Work; and

NOW, THEREFORE, CITY and CONSULTANT do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

CITY agrees to enter into this Agreement with CONSULTANT to provide the following services as stated above and as provided in **SECTION II** and upon such services, CITY agrees to pay CONSULTANT as stated in **SECTION IV**. CONSULTANT agrees to meet the requirements pursuant to Chapter 143 for eligibility to serve as Civil Service Director throughout the duration of this Agreement.

SECTION II
SCOPE OF SERVICES

CONSULTANT hereby agrees to render and perform for the benefit of the CITY the professional services identified below and in **Exhibit A** as requested by CITY on an ongoing, as-needed basis. In addition to the general scope of aforementioned services provided, CONSULTANT will assist CITY with the following specific services:

- Provide Civil Service training to Human Resources Director, or designee
- Overall management and administration of the City’s 311 Application. To include coordinating with City staff to ensure monitoring and managing of service requests by tracking, routing, and ensuring timely follow-up with the appropriate departments. Consultant shall also make direct contact with City residents regarding requests.
- Provide user support, troubleshooting assistance and oversight of the routine maintenance of the 311 App.
- Provide monthly report summarizing 311 App requests and status and/or resolution of requests.
- Assist the Human Resources Department with the monitoring and promotion of workplace safety programs and practices throughout City operations. Work in coordination with department directors, supervisors, and employees to identify workplace hazards, promote safe work practices, and make recommendations to the Human Resources Director to reduce workplace injuries, workers’ compensation exposures, and liability risks. Conduct Safety Inspections and Field Assessment, Risk Assessment and Workers’ Compensation Exposure, PPE and Safe Work Practice Compliance, Safety Recommendations through coordination with Human Resources.

Shall serve in an advisory and support capacity to Human Resources regarding workplace safety and risk exposures. Not authorized to independently modify departmental operations, issue corrective/disciplinary action, or establish City policy. Safety concerns requiring operational changes, corrective action, disciplinary action, or policy interpretation shall be communicated to Human Resources for review. Communicate to staff in both the English and Spanish language.

- Other relevant services and duties as assigned or requested

SECTION III **TERM OF CONTRACT**

This Agreement shall be for a period of one (1) year beginning on November 1, 2026, and ending on October 31, 2027.

SECTION IV **TERMS OF PAYMENT**

CITY agrees to pay CONSULTANT for his services \$4,000.00 a month, due on the last day of every calendar month thereafter until the contract is terminated.

SECTION V **TERMINATION OF CONTRACT**

Either party may terminate this contract, with or without cause, upon thirty (30) day's written notice to the other party. Upon termination, the City will be responsible only for the portion of the costs allocated to periods prior to the effective date of termination of the Agreement.

SECTION VI **SEVERABILITY**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION VII **MEDIATION CLAUSE**

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request be presented to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation.

VIII **VENUE**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties agree that this Agreement is performable in Hidalgo County, Texas, and that exclusive jurisdiction shall lie in the state or district courts of Hidalgo County, Texas.

SECTION IX

NOTICE

All notices or other communications required under this Agreement may be affected either by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when mailed to the parties at their respective addresses as set forth below or when mailed to the last address provided in writing to the other party by the addressee.

SECTION X

INDEMNIFICATION/ HOLD HARMLESS CLAUSE

CONSULTANT shall indemnify, defend and hold harmless CITY from any liability or cost, including court costs and attorney's fees, resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, including workers' compensation claims, in any way resulting from or arising out of this Agreement or indirectly out of such operation or business.

CITY, to the extent allowed by law, shall indemnify, defend and hold harmless CONSULTANT from any liability or cost, including court costs and attorney's fees, resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, directly resulting from or arising out of this Agreement or indirectly out of such operation or business.

SECTION XI

ASSIGNMENT AND SUBLETTING

CONSULTANT agrees to retain control and to give full attention to the fulfillment of this Agreement and agrees that this Agreement or any portion thereof shall not be assigned or sublet without the prior written consent of CITY.

XII

INDEPENDENT CONTRACTOR

CONSULTANT covenants and agrees that CONSULTANT is an independent contractor and not an officer, agent, servant or employee of CITY. CONSULTANT shall have exclusive control and exclusive right to control the details of the work performed hereunder and all persons performing same and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants. The doctrine of respondent superior shall not apply as between CONSULTANT and CITY, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between CONSULTANT and CITY.

XIII

AFFIDAVIT OF NO PROHIBITED INTEREST

Contractor acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest and has filed the same with either the City's Purchasing Department and/or City Secretary.

Signature Page to Follow

EXECUTED by the parties in duplicate originals on this 13th of October, 2026.

BY: _____
Jesus Lerma, Jr.
7601 E. Curry Rd.
Edinburg, Texas 78570

CITY OF MISSION, TEXAS

BY: _____
Andy Garcia, Interim City Manager
1201 E. 8th Street
Mission, Texas 78572

Attest: _____
Anna Carrillo, City Secretary

EXHIBIT A

I. SCOPE OF SERVICES

The Civil Service Director /311 Application/Safety Coordinator is responsible to the City Manager for the performance of Administrative duties required to coordinate the activities of the Civil Service Department. The Civil Service/311 Director/Safety Coordinator is also responsible for the functions of all duties required to coordinate and administer all activities of the 311 App. Assist the Human Resources Department with the monitoring and promotion of workplace safety programs and practices throughout City operations. Duties include the interpretation, evaluation and implementation of policy for subordinates and within the Civil Service Commission. Performs a variety of activities in support of Civil Service functions; performs the work incidental to the civil service system as required by the Civil Service Commission. The individual will be assigned other duties as needed by the City Manager/Mayor/City Council.

ESSENTIAL JOB FUNCTIONS:

- Maintains running list of applicants for the Police and Fire Department Entry Level Exams.
- Prepares various reports, summaries, recommendations and correspondence regarding Civil Service Rules and regulations.
- Be responsible for the day-to-day administration of projects assigned.
- Requires outstanding ability to work independently toward general results. Often no standard procedure available and little help is available for carrying out assigned work.
- Must be able to originate plans, adapt, invent, and continue to accomplish tasks. Limited interpretation of data is required as the basis for plans. Standard methods, procedures, and techniques are only a small part of the required planning.
- Collaborates with Civil Service Commission and the Civil Service Attorney on any legal issues needed.
- Serves as secretary to the Civil Service Commission; coordinates meetings and maintains minutes of Civil Service meetings.
- Coordinates interpretation of civil service law with the City Attorney.
- Maintains civil service personnel files and handles information requests on such files.
- Administers a system of recruitment for positions in Police/Fire Civil Service, including securing applications, administer examinations and establishing eligibility lists.
- Schedules and conducts hearings for disciplinary actions of Police and Fire Civil Service employees with the Civil Service Commission.
- Administers, grades and posts promotional eligibility list for all classifications of Police and Fire department.
- Responsible for implementing and interpreting Civil Service local Chapter 143 Rules.
- Responsible for administering entry-level examination for Police Officers and Fire Fighters or any exam needed for promotional purposes.
- Handles Police and Fire employee grievances, or concerns.
- Handles data of extreme confidential nature.
- Helps Executive Management to identify, with sufficient clarity, specific department objectives to conduct risk assessments to analyze potential risks and how such risks should be handled related to achieving departmental objectives.
- Updates/develops departmental policies and procedures for critical processes to provide guidance, consistency, accountability, efficiency, and clarity on how the department/area operates.

NON-ESSENTIAL JOB FUNCTIONS

- Attend Civil Service and City Council Meetings
- Attend Hearings as necessary



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 13, 2026
PRESENTED BY: Mike Silva, Fire Chief
AGENDA ITEM: Discussion and possible action on matters related to the acceptance of a grant award from the Texas Office of the Governor for the FY27 Operation Lone Star Grant Program in the amount of \$450,000 with no match requirement - Silva

NATURE OF REQUEST:

On October 6, 2026, the City of Mission Fire Department received notification from the Texas Office of the Governor of a grant award for the FY27 Operation Lone Star Grant Program. The award is in the amount of \$450,000 and will support the department's acquisition of twenty (20) portable P25 radios that will improve responder safety, real-time coordination, and operational effectiveness during multi-agency incidents. The funding will further support \$250,000 in Fire/EMS overtime costs for an estimated 4,545 hours working Operation Lone Star. The grant program does not have a match requirement.

BUGETED: Yes **FUND:** Designated Purpose **ACCT. #:** 15-300-33487

BUDGET: \$1,179,815 **EST. COST:** \$450,000 **CURRENT BUDGET BALANCE:** \$1,179,815

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:	5809401	Award Amount:	\$450,000.00
Date Awarded:	10/6/2026	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:	\$450,000.00
Grantee Name:	Mission, City of		
Project Title:	Operation Lone Star - FY2027 - Mission Fire/EMS		
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.		