



AGENDA

Pursuant to V.T.C.A. Gov. Code Section 551.001 et. seq., the City Council of the City of Mission, Texas will hold a regular meeting on **Monday, October 14, 2024 at 4:30 p.m.** at the Mission Council Chambers, 1201 E. 8th Street, Mission, Texas and by Teleconference to consider the following matters.

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

Time: **Monday, October 14, 2024 04:30 PM Central Time**

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

Meeting ID: 990 466 2781 - Password: 833227

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

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

REGULAR MEETING

CALL TO ORDER AND ESTABLISH QUORUM

INVOCATION AND PLEDGE ALLEGIANCE

DISCLOSURE OF CONFLICT OF INTEREST

PRESENTATIONS

- [1.](#) Proclamation - Breast Cancer Awareness Month - Carrillo
- [2.](#) Proclamation - National Animal Safety and Prevention Month - Kotsatos
3. Hidalgo County Precinct 3 Update on Drainage Projects - Terrazas
4. Report from B2Z Engineering on Drainage Construction Projects - Terrazas
5. Report from the Greater Mission Chamber of Commerce – Brenda Enriquez
6. Report from Mission Economic Development Corporation - Tecló Garcia
- [7.](#) Departmental Reports – Perez
8. Citizen's Participation – Garza

PUBLIC HEARING

PLANNING & ZONING RECOMMENDATIONS

9. Rezoning: Being a 4.516 acre tract of land out of Lot 6-9, West Addition to Sharyland Subdivision, from (AO-I) Agricultural Open Interim to (I-1) Light Industrial, Union Design Developers, L.P., and Adoption of Ordinance#_____ - De Luna
10. Rezoning: Being a 26.395 acre tract out of a 35.72 acres out of Lot 5-10, West Addition to Sharyland, from (AO-I) Agricultural Open Interim to (I-1) Light Industrial, Union Design Developers, L.P., and Adoption of Ordinance#_____ - De Luna
11. Conditional Use Permit: The Cordelle Event Center, 2402 Brock Street, Ste. C, Lot 20, Shary Business Center (aka Shary Business Center Condos Unit 3), C-3, Julio C. Alaniz, Adoption of Ordinance #_____ - De Luna
12. Conditional Use Permit Renewal: La Muñequita Ranch Event Center in a Property Zoned (AO-I) Agricultural Open Interim, 3608 Compton Drive, The North 4 acres of Lot 35, and the south 1.98 acres of Lot 34, Bell-Wood Company's Subdivision "C", AO-I, Dina Salinas-Valdez, Adoption of Ordinance #_____ - De Luna

CONSENT AGENDA

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

13. Approval of Minutes – Carrillo
Special Meeting – September 16, 2024
Regular Meeting – September 23, 2024
14. Acknowledge Receipt of Minutes – Perez
Speer Memorial Library Board – June 18, 2024
Youth Advocacy Advisory Board – August 20, 2024
Boys & Girls Club Board of Directors – August 20, 2024
Mission Redevelopment Authority – July 23, 2024, August 29, 2024
Mission Tax Increment Reinvestment Zone – August 29, 2024
Mission Economic Development Corporation – August 28, 2024
Citizen's Advisory Committee – August 27, 2024
15. Authorization to purchase via sole source from CloudLibrary by OCLC for electronic services and library material in an amount not to exceed \$75,000 – Espinoza
16. Approval to enter into an Agreement between Mission CISD and Boys & Girls Club of Mission to provide transportation services – Venecia
17. Approval to enter into Agreement between City of Mission Boys & Girls Club and Mission CISD to provide extracurricular educational and enrichment opportunities – Venecia
18. Approval of Resolution # _____ expressing the city's nomination for the Appraisal District Board of Directors for 2025-2027 – Carrillo
19. Approval of Resolution # _____ appointing an Alternate to serve on the Board of Directors for Amigos Del Valle - Carrillo

- [20.](#) Authorization to Solicit Bids for Sodium Chlorite for the Public Works Department North & South Water Treatment Plants - Terrazas
- [21.](#) Authorization to Solicit Bids for Liquid Polymer for the Public Works Department North & South Water Treatment Plants - Terrazas
- [22.](#) Authorization to Solicit Bids for Liquid Emulsion Polymer for the Public Works Department Wastewater Treatment Plant - Terrazas
- [23.](#) Approval of Interlocal Agreement between City of Mission and Sharyland Independent School District for Pool Use - Bentsen
- [24.](#) Approval of Interlocal Agreement between City of Mission and Mission Consolidated Independent School District for Pool Use – Bentsen
- [25.](#) Approval of Publicity and Tourism Agreement with the Greater Mission Chamber of Commerce, Inc. in the amount not to exceed \$310,000 from Hotel Motel Occupancy Tax and \$92,000 from the General Fund – Roman
- [26.](#) 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 Sharyland High School Homecoming Parade in October 2024 - Torres
- [27.](#) Approval of Resolution No. ____ authorizing the Mission Police Department to submit an Agreement for the Temporary Closure of State Right-of-Way to the Texas Department of Transportation for the City of Mission’s Veterans Day Parade & 5K Event in November 2024 - Torres
- [28.](#) Approval of Resolution No. _____ authorizing the submittal of application FY24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation (No Match Required) from the Bureau of Justice and authorizing Mayor as the Authorized Representative - Torres
- [29.](#) Authorization to purchase duty and practice ammunition for the Mission Police Department from GT Distributors via Buy Board Contract #698-23 in the total of \$35,198.49 - Torres
- [30.](#) Authorization to reject and resolicit bids for two (2) DJI Mavic Drones and Accessories - Torres
- [31.](#) Authorization to purchase Janitorial Supplies and Equipment from Gulf Coast Paper Company via BuyBoard Contract #747-24 for the 2024-2025 Fiscal Year- Mares
- [32.](#) Authorization to purchase renewal of Brazos software maintenance from sole source vendor, Tyler Technologies in the amount of \$36,074.63, and approval of respective budget amendment reclassification - Wehrmeister
- [33.](#) Approval of Resolution # _____ of the City Council of the City of Mission revoking Power of Attorney granted to Christopher Navarrete and Granting Power of Attorney to Chief Adrian Garcia and Deputy Chief Richard Cruz for the Purchase of Narcotics for Fire-Based EMS Services – A.L. Garcia
- [34.](#) Authorization to purchase yearly maintenance renewal 2024-2025 and one time upgrade of ERP (Enterprise Resource Planning) Pro software from Tyler Technologies, a sole source vendor, at a cost of \$201,850.07- Ramirez

35. Authorization to purchase yearly renewal 2024-2025 second year agreement of Microsoft Office 365 from SHI at a cost of \$187,265.00 utilizing DIR-CPO-5237 contract - Ramirez

APPROVALS AND AUTHORIZATIONS

36. Preliminary Plat Approval: Las Cumbres Terrace Subdivision (Private), Being a 4.5 acre tract of land, more or less, out of Lot 29-4, West Addition to Sharyland Subdivision, R-2, Developer: Victor Meza, Engineer: M2 Engineering, PLLC, - De Luna
37. Final Plat Approval: Retama Phase VI Subdivision (Private), 9.173 acres being out of Lot 14, Del Monte Irrigation Co. Subdivision, PUD (R-1), Developer: Rhodes Development, Inc., Engineer: Melden & Hunt, Inc., - De Luna
38. Authorization to Award Bid for Weedy Lot Abatement – De Luna
39. Authorization to enter into an Affiliation Agreement Between Alton Fire Department EMT Program and the Mission Fire Department – A.L. Garcia
40. Authorization to procure paramedic program training for 12 participants in the amount of \$77,220.00 with a total out of pocket cost of \$19,305.00 as part of the Hidalgo County Emergency Services Paramedic Program via Interlocal Agreement – A.L. Garcia
41. Authorization to enter into a Mutual Aid Agreement Between the City of La Joya Fire/EMS & Mission Fire Department – A.L. Garcia
42. Approval of Resolution # _____ of the City Council of the City of Mission, Texas approving a Construction and Maintenance Agreement with the Texas Department of Transportation for SH 107 Drainage Outfall Improvements; and authorizing the City Manager to execute agreement – Terrazas
43. Authorization to purchase (2) 2024 Polaris Xpedition ADV Northstar Editions in the amount of \$89,278.00 via TIPS contract #210907, and approval of respective budget amendment - Torres
44. Authorization to submit payment to Tyler Technologies for the Law Enforcement Records Software in the total amount of \$124,459.18, and approval of respective budget amendment - Torres
45. Approval of Fourth Amendment to the Interim Administrative Services Agreement with Mission Redevelopment Authority/Tax Reinvestment Zone #1 and the City of Mission – T. Garcia
46. Approval of Resolution # _____ Amending Resolution # 1599 establishing a policy guideline for utility fund transfers to the general fund – A.Garcia
47. Approval of Purchasing Department P-Card Program Policies and Procedures Policy as an addendum to the City of Mission Procurement Manual – A. Garcia
48. Authorization to award bid for the Shary Golf Course Pre-Fabricated Maintenance Building in the amount of \$125,803.00 and approval of respective budget amendment - M. Fernuik

UNFINISHED BUSINESS

- [49.](#) TABLED 09/23/2024: Rezoning: A 2.44 acre tract of land out of the 7.8 acres out of the Fernandez Strip out of Porcion 52, from (R-2) Duplex-Fourplex Residential to (C-3) General Business, Sandra Tamez, and Adoption of Ordinance# _____ - De Luna
- [50.](#) TABLED 09/23/2024 - Authorization to enter into a contract with Civic Plus, a sole source vendor, for the implementation/redesign of a new official website for the City of Mission in the amount of \$23,750 – K. Gomez
- [51.](#) TABLED 09/23/2024 - Approval of Public Relations and Communications and Media Relations Consulting Services Agreement with KM International at a rate of \$6,750 per month via TIPS Contract - K. Gomez

ROUTINE MATTERS

City Manager Comments

City Council Comments

Mayor's Comments

EXECUTIVE SESSION

1. Closed session pursuant to Tex. Gov't Code Section 551.074 (Personnel Matters)
Evaluation of City Manager relating to goals and objectives
2. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney)
related to Black Diamond Developers, LP and CCC Operations, LLC v. City of Mission, Cause No. C-5276-23-D.

RECONVENE

The City Council will reconvene in open session to take any actions if necessary, on any item(s) discussed in closed session

ADJOURNMENT**C E R T I F I C A T E**

I, the undersigned City Secretary do certify that the above notice of meeting was posted on the bulletin board of City Hall, 1201 E. 8th Street, Mission, Texas on this the 11th day of October, 2024 at 3:00 p.m.



Anna Carrillo, City Secretary

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

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

Notice is hereby given that on the **14th day of October, 2024** the City Council of the City of Mission will hold a regular meeting at 4:30 p.m. at 1201 E. 8th Street, Mission, Texas and by Teleconference to consider the following matters. The subjects to be discussed are listed on the agenda, which is attached to and made a part of this Notice.

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

Texas Government Code Section:

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

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

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

On this the **11th day of October, 2024** this Notice was emailed to news media who had previously requested such Notice and an original copy was posted on the bulletin board at City Hall, 1201 E. 8th Street at 3:00 p.m. on said date.



 Anna Carrillo, City Secretary

Proclamation

City of Mission



WHEREAS, breast cancer is the second most commonly diagnosed form of cancer for women in the United States and remains the second leading cause of cancer death among American women; and

WHEREAS, mammography, an “x-ray of the breast,” is recognized as the single most effective method of detecting breast changes long before physical symptoms can be seen or felt. Early detection and improved treatment is believed to have significantly reduced the number of deaths caused by breast cancer; and

WHEREAS, we salute the researchers, scientists, and numerous nonprofit organizations, who dedicate themselves to prevention, detection and treatment; and

WHEREAS, the 15th Annual Mission Pink Walk/Run for Breast Cancer Awareness & Treatment was held on October 12 outside of Mission Regional Medical Center, with proceeds from this event helping to provide free mammogram screenings to uninsured women in the Mission area; and

WHEREAS, Mission Pink is the first and largest 5K walk / run of its kind in Hidalgo County, with up to 2,000 people of all ages participating in this charity event sponsored by Mission Regional Medical Center, in partnership with the City of Mission year-after-year; and

NOW, THEREFORE we the City Council of the City of Mission do hereby, extend our deepest respect for survivors and those advocating for prevention and a cure and in so doing hereby proclaim October 2024 as

“BREAST CANCER AWARENESS MONTH”

PROCLAIMED on this the 14th day of October, 2024.

Norie Gonzalez Garza, Mayor

Jessica Ortega, Councilwoman

Ruben Plata, Mayor Pro Tem

Marissa Ortega Gerlach, Councilman

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 2024 as: "*National Animal Safety and Prevention Month*" in Mission, Texas.

PROCLAIMED on this the 14th day of October, 2024

Norie Gonzalez Garza, Mayor

Jessica Ortega, Councilwoman

Ruben Plata, Mayor Pro Tem

Marissa Ortega-Gerlach, Councilwoman

Alberto Vela, Councilman



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Mike R. Perez, City Manager
AGENDA ITEM: Departmental Reports – Perez

NATURE OF REQUEST:
 RGV State Veterans Cemetery – September 2024
 Office of Emergency Management – September 2024
 Information Technology – September 2024
 Mission Fire Prevention – September 2024
 CDGB – August 2024
 Grants – September 2024
 City Secretary – September 2024

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 *MRP*

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

_____ AYES
 _____ NAYS
 _____ DISSENTING _____



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



Interments September

Rio Grande Valley State Veterans Cemetery - (Mission)							
September - 2024	Double Depth	Standard	Columbarium	In-Ground	Scatter Garden	Memorial Garden	Total
Veterans	1	8	5	2			16
Spouses	4	5	4				13
Family Members							0
Total	5	13	9	2	0	0	29

Rio Grande Valley State Veterans Cemetery - Plot Availability and Utilization Report

	Total Plots	Plots Utilized	Plots Available	% Utilized	% Available
Estimate of Total Plots Planned for RGV SVC	25,090	4,062	21,028	16.19%	83.81%
RGV SVC - Total Plots in Developed Areas	9,255	4,062	5,193	43.89%	56.11%
RGV SVC - Availability of Casketed Burial Option in Developed Areas	4,430	2,341	2,089	52.84%	47.16%
RGV SVC - Availability of Cremation Burial Option in Developed Areas	3,825	1,681	2,144	43.95%	56.05%
RGV SVC - Availability of Memorial Plot Option in Developed Areas	1,000	40	960	4.00%	96.00%



RGV State Veterans Cemetery

2520 South Inspiration Road • Mission, Texas 78572

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



Events and Ceremonies Information
No events scheduled for October, 2024

Upcoming Events:
Veterans Day, November 11, 2024



RGV State Veterans Cemetery

2520 South Inspiration Road • Mission, Texas 78572

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



Completed Projects:

- Irrigation Audit for September 2024 completed
- Water Conservation Action Plan –On-going 4/2024
- Removal of 80% non-usable equipment 11/24/2023
- 2020 File Migration Completed- pending VLB direction
- 2021 File Migration Completed- pending VLB direction
- Completed Section 34-Realignment & Resetting
- 5 YR Budget Forecast
- 72" Mower repaired
- Approval/Signatures VLB Contract

Ongoing Projects Pending- VLB OAR- Funded:

- Compressor replacement (VLB OAR pending approval)
- Sweeper for Tool Cat VLB (OAR pending approval)
- Power washing areas with mold with the cemetery
- CSR in training for 180 days-Training Plan
- Maintenance Tech II in training for 180 days-Training Plan
- Maintenance Tech in training for 180 days-Training Plan
- Headstone Alignment device being maintenance
- Working on Section 33-Realignment & Resetting
- Mowing/Up keep North area tract-9/16/2024

Ongoing Projects Pending:

- Monthly Irrigation Audit-replace broken lines/equipment
- 100% Pre-registration eligibility review-on going project
- Headstone setting vehicle – revamp 4/2024 in use
- Staff cross-training -2024
- Clearing/Mowing of 43.17 acres on the NW side-Pending
- Digital reporting option (for staff)- currently testing samples

VLB Funded (In-Progress)

- Re-alignment on 1,000 Flat Marker/ Headstone
- 100% Eligibility Review

VLB Funded (Pending)

- Addition of New Space Force Military Branch of Service Seal and Flag in Assembly Area
- Casket Transport Vehicle Hearse (Flat)
- Automatic Gate
- Water Station – on Cemetery Grounds
- Compressor replacement (VLB OAR pending approval)

VLB Funded (Approved)

- Bobcat Tool Cat UW56 -2
- New Privacy Fence Slats Start date 8/2024
- Electrical Services for Garrison Flag and offices 8/24
- 2024-2025 Budget Approval
- Tools and tool box- Maco Tools \$7000 Dis

VLB Funded (Received)

- Brush Cutter attachment for Tool Cat 8/2024
- Ice Machine for staff- 9/30/2024
- Water fountain for water bottles installed 9/6/2024
- Sweeper for Tool Cat VLB 9/10/2024

VA Grant Applications Pending:

- Administration Building Roofing Replacement
- Installation of Automatic and Remotely Controlled Entry Gate
- Public Water Fountains Installed Throughout Grounds
- Remotely Controlled Public Digital Display Board for Schedules and Events

Office of Emergency Management



September 2024 report

- OEM Monthly Status:**
- Disaster Finance Team working on the Equipment Cost Codes with staff
 - Finalizing the City of Mission EM Org Chart
 - Hurricane Preparedness message has begun, this will be on going up to the start of Hurricane Season
 - Emergency Manager monitoring tropical systems throughout Hurricane Season.
- Issues/Discussions:**
- Working on pre-positioned contract for debris & brush removal
 - Working on pre-positioned contract for ice & water
 - Conducting pre-disaster assessments on all City Facilities, Infrastructure & Equipment
 - Working on continuity of operations for our dispatch – PD & FD
- Goals:**
- Recruit City Staff and Volunteers to fill key positions
 - Engage with the Community Emergency Response Teams (CERT)
 - Work on the Incident Management Team (IMT)
 - Continue with EOC staff training and proficiency
 - Continue in rehearsing key EM elements
 - Review overall EM reporting processes to be more efficient
- Accomplishments:**
- EOC fully operational
- Areas/questions for discussion:**
- Volunteer Operations Center (VOC), Volunteer Organizations Active in Disaster (VOAD) Long Term Recovery Committee,

Contact Information

If you want to add any important info about the contacts that follow, you can do that here. If not, just select this placeholder and press Delete to remove it.

Chief Adrian Garcia, Deputy EMC
 Office: 956-580-8704
 Mobile: 956-929-8704
 Email: algarcia@missiontexas.us



Information Technology

Departmental Report September 2024

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.

Equip new and existing units with new Technology

Equip units with in new in car video system, and tablet. In Progress about 98 % complete.

Multifactor Authentication

Purchase and configure Multi Factor Authentication to strengthen security posture. Implementation phase. Estimated completion End of November.

Public Safety Application

Migrate New World Enterprise PD application and data to new server environment and Upgrade to latest version. Migration Successful and Complete.

Work Orders

IT goal is to close tickets within 48 hours. Priority work orders are worked on first. 212 Work orders closed September 2024.

Windows 10 End of life

Windows 10 is reaching its end of life. All city computers need to be upgraded to windows 11. About 98% Complete.

Tyler Data Archive

Legacy public safety RMS servers and application are end of life. Data needs to be migrated to the hosted Tyler solution. Testing Phase. Estimated Go Live end of August.

Library- Erate Funding year 2024

Apply for E-rate to replace switches, access points, and UPS's. Funding commitment award letter received. Project Complete



Mission Fire Prevention Bureau
415 W. Tom Landry Ave.
Mission, TX 78572
Phone 956-580-8711
Fax 956-580-8712

Mission Fire Prevention

Monthly Activity Report: September 2024

FIRE INVESTIGATIONS

There were three (3) fire investigation for the month of September.

- On September 7, 2024, Lieutenant Jose Oscar Alanis investigated a motorcycle fire at 2421 S. Conway Lot #181 Accidental
- On September 8, 2024, Lieutenant Jose Oscar Alanis was called out to document ted a fire at 1409 Sheri Lee Drive Undetermined
- On September 29, 2024, Captain Joel Saenz and Lieutenant Guillermo De La Garza investigated a fire at 907 Frontage Road Accidental

Full Investigation: 2 Total

Call out to document of Incident: 1 Total

Year to Date: 23 Total

SOUTH TEXAS ARSON RESPONSE TEAM FIRE INVESTIGATIONS

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

Our assistance was requested: 0 Total

Assistance Requested by us: 0 Total

Year to Date: 0 Total

INSPECTIONS

There was one hundred twenty- two (122) inspections conducted for the month of September: twenty-three (23) occupancy, eighty-seven (87) annual and twelve (12) other forms of inspections.

Year to Date: 1,238 Total 352 Occupancy 630 Annual 256 Other

Inspection rate to date: 60%

*This inspection rate only reflects the properties we are currently inputting in ESO.

COMPLAINTS

There were zero (0) complaints for the month of September.

There were zero (0) complaints resolved within this month.

Year to Date: 0 Total

SUBDIVISION REVIEWS

For the month of September there were eighteen (18) subdivision plan reviews.

Year to Date: 242 Total

SPRINKLER SYSTEM PLAN REVIEWS

For the month of September there were two (2) sprinkler system plan reviews.

Year to Date: 32 Total

FIRE ALARM SYSTEM PLAN REVIEWS

For the month of September there was three (3) fire alarm system plan review.

Year to Date: 33 Total

EXHAUST HOOD CANOPY PLAN REVIEWS

For the month of September there was zero (0) exhaust hood canopy plan reviews.

Year to Date: 6 Total

HOOD SUPPRESSION PLAN REVIEWS

For the month of September there were zero (0) hood suppression plan reviews.

Year to Date: 14 Total

LP TANK PERMITS

For the month of September there was one (1) LP tank permits issued.

Year to Date: 10 Total

UNDERGROUND STORAGE TANK REMOVAL PERMITS

There was zero (0) underground storage tank removal permits issued for the month of September.

Year to Date: 4 Total

ABOVEGROUND STORAGE TANK REMOVAL PERMITS

There was zero (0) aboveground storage tank removal permits issued for the month of September.

Year to Date: 4 Total

BURNING PERMITS

There was one (1) city burning permits issued for the month of September.

Year to Date: 29 Total

PLAN REVIEWS

We had eleven (11) plan reviews for the month of September.

- Shary Inn & Suites – 203 S. Shary Road
- Dr. Lopez – Rosario – 1317 St. Claire Blvd. Ste A1
- Mission Hope Church – 600 Oblate Ave.
- Sabant Learning Institute – 211 S. Mayberry Road
- El Pollo Loco – 2307 N. Conway Ave.
- Amber Grove Subdivision – 707 Palmer Road
- Pokeworks – 301 N. Shary Road
- Mija Mercado – 214 E. Tom Landry St.
- Circle K – 1900 W. Mile 3 Road
- S12 Massage Therapy – 1512 E. Griffin Pkwy
- Santiago Mongragon – 2210 E. Interstate 2

Year to Date: 119 Total

FIRE DRILLS

There was one (1) fire drill conducted for the month of September. (100 people)

Year to Date: 1 Total

TRAINING

There were four (4) training in the month of September.

- September 10, 2024 – Lieutenant Guillermo De La Garza took the Fire Examiner course at Central Fire Station
- September 10, 2024 – Captain Mike Reyes took the Plans Examiner course at Central Fire Station
- September 18, 2024 – Fire Prevention staff attended Lithium Training online
- September 20, 2024 – Captain Joel Saenz attended STFIA Business Meeting & Training in Edinburg

Year to Date: 30 Total

MEETINGS ATTENDED

For the month of September there were twenty-two (22) meetings attended by the Fire Prevention Office.

- September 3, 2024 – Fire Marshall Frank Cavazos attended meeting with STC to discuss next phase at Mission Fire Department in Media Room
- September 4, 2024 – Fire Marshall Frank Cavazos attended Childhood cancer awareness and Grito logistics meeting at Mission PD
- September 9, 2024 – Fire Marshall Frank Cavazos attended Command Staff meeting at the Mission Fire Department Administration Conference room
- September 9, 2024 – Fire Marshall Frank Cavazos attended PCC meeting regarding Brochas properties at Mission City Hall
- September 10, 2024 – Fire Marshall Frank Cavazos attended Final Grito meeting at Mission Event Center
- September 10, 2024 – Fire Marshall Frank Cavazos attended meeting to discuss Program for Emergency Management at Mission Fire Department Training room
- September 11, 2024 – Fire Marshall Frank Cavazos attended Deputy Chief meeting at the Mission Fire Department Administration Conference room
- September 12, 2024 – Fire Marshall Frank Cavazos attended SRC meeting
- September 13, 2024 – Fire Marshall Frank Cavazos attended Policy Review meeting on Microsoft Teams
- September 13, 2024 – Fire Marshall Frank Cavazos attended meeting with Chief Garcia to discuss truck budget at Mission Fire Department Administration Conference room
- September 16, 2024 – Fire Marshall Frank Cavazos attended meeting to discuss OT forms at the Mission Fire Department Administration Conference room
- September 18, 2024 – Asst. Fire Marshall /Captain Joel Saenz attended meeting to discuss logistics for this year's Veterans Day event at City of Mission Community Room
- September 19, 2024 – Asst. Fire Marshall/Captain Joel Saenz attended SRC meeting
- September 20, 2024 – Fire Marshall Frank Cavazos attended CDBG process meeting at the Mission Fire Department Media room
- September 20, 2024 – Fire Marshall Frank Cavazos attended Sanitation Fire training meeting at the Mission Fire Department Media room
- September 20, 2024 – Fire Marshall Frank Cavazos attended meeting to discuss & select Paramedic Students at the Mission Fire Department Administration Conference room
- September 23, 2024 – Fire Marshall Frank Cavazos attended Command Staff meeting at the Mission Fire Department Administration Conference room
- September 24, 2024 – Fire Marshall Frank Cavazos attended EMS Conference review at Mission Fire Department Administration Conference room
- September 24, 2024 – Fire Marshall Frank Cavazos attended Policy review meeting at Mission Fire Department Administration Conference room
- September 24, 2024 – Fire Marshall Frank Cavazos attended Sanitation Fire Training at Mission Fire Department Administration Conference room
- September 26, 2024 – Fire Marshall Frank Cavazos attended meeting with Crissy Cantu to discuss vehicle purchases at Crissy's office
- September 30, 2024 – Fire Marshall Frank Cavazos attended Policy review meeting on Microsoft Teams

Year to Date: 270 Total

PUBLIC EDUCATION

During the month of September there was zero (0) presentations conducted.

Date	Location	Fire Extinguisher w/Simulator	Fire Safety Trailer	Tours of Stations	Fire Safety Presentation	City Events/ Parade

Year to Date: 77 Presentations 18,590 Audience
 Year to Date w/The Tutor 0 Presentations 0 Audience
 Year to Date w/F.S.T. 10 Presentations 1010 Audience
 Year to Date w/City Events 11 Presentations 5630 Audience
 Year to Date – Other 15 Presentations 1946 Audience
 Year to Date Grand Total 113 Presentations 27,176 Audience

Frank Cavazos, Deputy Chief/Fire Marshal



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

**COMMUNITY DEVELOPMENT DEPARTMENT
PROGRESS REPORT
FISCAL YEAR 10/01/2023-09/30/2024**

Item 7.

PROGRESS REPORT CDBG		AUGUST, 2024 UNOFFICIAL				
AGENCY / DEPARTMENT / DESCRIPTION / BUDGET	MONTHLY EXPENDITURE	ACCOMPLISHMENT	YEAR TO DATE	%	BALANCE	
AMIGOS DEL VALLE - MEALS \$17,000.00	\$0.00	Agency exhausted funding.	\$17,000.00	100%	\$0.00	
Funds will be utilized to provide meals to homebound seniors.		YTD: 19 clients served 3,202 meals				
AREA AGENCY ON AGING \$3,000.00	\$0.00	Agency exhausted funding.	\$3,000.00	100%	\$0.00	
Funds will be utilized to provide assist seniors with minor repairs/modifications and medical supplies.		YTD: 9 clients served				
C.A.M.P. UNIVERSITY \$3,000.00	\$0.00	Agency exhausted funding.	\$3,000.00	100%	\$0.00	
Funds will be utilized to provide day habilitation providing life skills for adults with special needs.		YTD: 9 clients served				
COMFORT HOUSE \$3,000.00	\$0.00	Agency exhausted funding.	\$3,000.00	100%	\$0.00	
Funds will be utilized to provide twenty-four hour palliative care to patients who have a prognosis of four months or less to live.		YTD: 5 clients served				
HOPE MEDICAL SERVICES \$3,000.00	\$0.00	Agency exhausted funding.	\$3,000.00	100%	\$0.00	
Funds will be utilized to provide medical services to uninsured and/or low income residents.		YTD: 26 clients served				
CASA OF HIDALGO COUNTY, INC. \$1,000.00	\$0.00	Agency exhausted funding.	\$1,000.00	100%	\$0.00	
Funds will be utilized for expenses generated in advocating for abused and neglected children.		YTD: 5 clients served				
CHILDREN'S ADVOCACY CENTER \$11,000.00	\$0.00	In August did not receive any request. Agency contacted & they are making an effort to assist another client & submit final request in September, 2024 to exhaust funds.	\$10,885.75	99%	\$114.25	
Funds will be utilized to provide counseling services for abused/neglected children and their families.		YTD: 85 clients served				
EMERGENCY RENTAL ASSISTANCE PROGRAM \$15,000.00	\$3,541.00	Staff submitted July's request (\$3,541) in August and has been processed. In September, 2024 received 1 application, under review and if eligible will exhaust funds.	\$13,339.38	89%	\$1,660.62	
Funding will be utilized to provide short term (no more than 3 months) emergency payments on behalf of individuals or families to prevent homelessness.		YTD: 6 clients served				
SILVER RIBBON \$3,000.00	\$800.00	Agency submitted July's request (\$800.00) in August & has been processed. On Sept. 16, 2024 received Aug. request for \$325.82 for 1 household to be assisted. Balance remaining \$64.10 to exhaust funds.	\$2,610.08	87%	\$389.92	
Funds will be utilized to provide assistance with rent, rent deposits, utilities, utility deposits, medications, physician/medical visits, eyeglasses, durable medical equipment.		YTD: 16 clients served				
AFFORDABLE HOMES OF SOUTH TEXAS \$100,000.00	\$0.00	In Aug. received request for \$15.75 to be process in Sept., 2024. On Sept. 3, 2024 received request for \$15,175.96 to assist 1 household. Exhausting the subsidy assistance & having a remaining balance for administration cost in the amount \$8,304.08.	\$76,879.71	77%	\$23,120.29	
Funding will be utilized to provide direct home ownership assistance with subsidizing mortgage principal.		YTD: 5 clients served				
HOUSING ASSISTANCE PROGRAM						
REHABILITATION \$75,000.00	\$350.00	Staff submit title search payment for 1 project contract signed & underway; Rebid in August for 2 projects and bid was accepted. Pending contractor insurances & required documents to proceed.	\$350.00	0%	\$74,650.00	
RECONSTRUCTION \$636,209.00	\$39,645.00	Staff submitted August's request (\$39,645) for 2nd draw of 45% payment at 100% completion for 1 project.	\$344,748.35	54%	\$291,460.65	
HOUSING ADMINISTRATION \$103,833.00	\$8,013.18	Oversight expense of the Housing Assistance Program	\$87,304.87	84%	\$16,528.13	
PROGRAM ADMINISTRATION \$184,934.00	\$8,780.16	Oversight expense of the CDBG Program	\$143,278.82	77%	\$41,655.18	
\$1,158,976.00	\$61,129.34		\$709,396.96	61%	\$449,579.04	
Community Development Department CDBG / HOUSING						
	New Applicants (HAP)	Agencies/Contractor/ Department:	Incoming Calls	# of referrals to other agencies/departments:	Walk-ins	
	1	4	31	10	15	
	New Applicants (EAP)	New Applicants (ERAP)	Re-certifications:	Previously Assisted:	Appointments	
	0	1	2	6	1	

**COMMUNITY DEVELOPMENT DEPARTMENT
 PROGRESS REPORT CV AND CV-3
 FISCAL YEAR 2023-2024 (FUNDING THRU 07/2026)**

PROGRESS REPORT CV	AUGUST, 2024 UNOFFICIAL				
AGENCY / DEPARTMENT / DESCRIPTION / BUDGET	MONTHLY EXPENDITURE	ACCOMPLISHMENT	YEAR TO DATE	%	BALANCE
AMIGOS DEL VALLE - MEALS					
\$0.00					
Funds will be utilized to assist seniors affected by COVID-19 and expand services for weekend deliveries and/or drive-thru meal pickup due to social distancing.	\$0.00	Agency exhausted funds.	\$0.00	100%	\$0.00
EMERGENCY ASSISTANCE PROGRAM					
\$16,349.00					
Funds will be utilized to assist residents affected by COVID-19 with rent/mortgage and utility assistance.	\$0.00	Agency exhausted funds.	\$16,349.00	100%	\$0.00
PROGRAM ADMINISTRATION					
\$0.00					
	\$0.00	Agency exhausted funds.	\$0.00	100%	\$0.00
AFFORDABLE HOMES OF SOUTH TEXAS CV3					
\$62,715.88					
Funds will be utilized to provide rent and mortgage assistance to residents that have been affected by the pandemic COVID-19.	\$2,765.64	Agency submitted July's request (\$2,765.64) in Aug. On Sept. 13, 2024 received August's request of \$6,401.57. Agency continues to promote program & hold events through out Mission. YTD: 4 clients served.	\$19,734.32	31%	\$42,981.56
FOOD BANK OF RGV CV3					
\$0.00					
Funds will be utilized to purchase food items for distribution of food baskets/boxes to individuals/families affected by COVID-19.	\$0.00	Agency exhausted funds.	\$0.00	100%	\$0.00
MISSION FIRE DEPARTMENT CV3					
\$43,937.89					
Funds will be utilized to purchase equipment for emergency use at the shelter during declared disasters to serve the community affected by COVID19	\$0.00	Meeting held with Dept. & have processed PO to purchase needed shelter items (pending purchase). Bidding for other shelter items to request purchase order	\$38,145.00	87%	\$5,792.89
\$123,002.77	\$2,765.64		\$74,228.32	60.35%	\$48,774.45



CITY OF
MISSION

Grants Activity Report- September 2024

Grant Name	Funding Agency	Department	Application Amount	Matching Amount	Due Date	Status
FY22 Building Resilient Infrastructure and Communities (BRIC)	TDEM	Executive	\$ 415,000	25%		Submitted-Tracking
FY25 Border Zone Fire Dept.	OOG	Fire	\$ 250,000	None		Submitted-Tracking
FY25 Rifle Resistant Body Armor	OOG	PD	\$ 189,505.00	None		Submitted-Tracking
FY25 Project Safe Neighborhood	OOG	PD	\$ 49,680.00	None		Submitted-Tracking
FY25 Local Border Security Program	OOG	PD	\$ 190,000	None		Submitted-Tracking
FY25 Operation Lone Star	OOG	PD/FIRE	\$ 5,000,000	None		Submitted-Tracking
Animal Welfare Organization	Petco Love	Health	\$ 50,000	None		Submitted-Tracking
FY25 Comprehensive Grant	TXDOT	Police	\$ 37,000	20%		Submitted-Tracking
DWI Phlebotomy Program Grant	TXDOT	Police	\$ 187,557.88	20%		Submitted-Tracking
FY25 STEP CMV Grant	TXDOT	Police	\$ 29,975.00	20%		Submitted-Tracking
Energy Efficiency & Conservation Grant (EECBG)	DOE	Executive	\$ 140,450	None	10/31/24	In Progress
Resilient Communities Program	TX GLO	Executive	\$ 300,000	None	Rolling	In Progress



CITY OF
MISSION

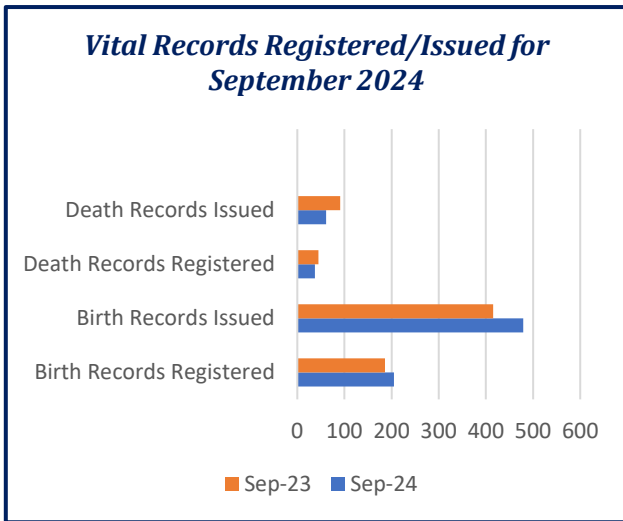
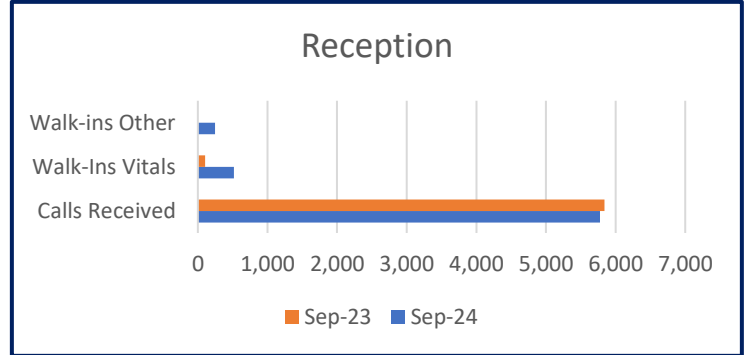
Grants Activity Report- September 2024

Grant Name	Funding Agency	Department	Application Amount	Award Amount	Matching Amount	Status
OVAG-Victim Services (Year Two)	OAG	Police	\$ 84,000	\$ 49,500	None	Awarded/Active
FY22 FEMA Flood Mitigation Assistance (FMA)	TWDB	Executive	\$ 320,000	\$ 320,000	25%	Awarded/Active
FY23 Operation Stonegarden	OOG	PD	\$ 325,000	\$ 325,000	None	Awarded/Active
FY23 COPS Hiring Program	DOJ COPS	Police	\$ 1,771,398.16	\$ 1,000,000	25%	Awarded/Hold
FY24 General Victim Assistance Grant Program	OOG	Police	\$ 50,000	\$ 50,000	None	Awarded/Active
FY24 Local Border Security Program	OOG	Police	\$ 190,000	\$ 190,000	None	Awarded/Active
FY23 SHSP LETPA	OOG	Police	\$ 56,142.35	\$ 58,544.24	None	Awarded/Active
FY23 Transportation Alternatives	RGV/MPO	Executive	\$ 250,000	\$ 250,000	25%	Awarded/Active
Animal Welfare Organization	Petco Love	Health	\$ 35,000	\$ 30,000	None	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
Regional Solid Waste Grant Program	LRGVDC	Sanitation	\$ 30,000	\$ 30,000	10%	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
Lions Park Development	AEP	Parks	\$ 30,000	\$ 30,000	None	Awarded/Active
All-Inclusive Lions Park	TPWD	Parks	\$ 1,500,000	\$ 750,000	\$750,000	Awarded/Active
FY25 Bullet-Resistant Shield	OOG	PD	\$ 49,219.00	None		Not Awarded
FY25 Criminal Justice Program	OOG	PD	\$ 133,967.64	None		Not Awarded
FY24 SHSP-LETPA	OOG	PD	\$ 125,000	None		Not Awarded
FY24 SHSP-Regular	OOG	PD	\$ 113,911.05	None		Not Awarded
FY24 SHSP-Regular	OOG	Fire	\$ 133,842	None		Not Awarded
				Grand Total: \$	5,878,905.90	

CITY SECRETARY MONTHLY REPORT – SEPTEMBER 2024



<i>Reception</i>			
Calls Received	5,776	SEPTEMBER 2023	
Walk-Ins – Vitals	517	Calls Received	5,839
Walk- Ins Other Departments	245	Walk-Ins	102



<i>Vital Statistics</i>				
	Sept. 2024	YTD 2024	Sept. 2023	YTD 2023
Birth Records Registered	205	1,943	186	1,798
Birth Records Issued	479	5,752	415	5,787
Death Records Registered	37	492	45	522
Death Records Issued	61	1,075	91	990
Funds Received	\$12,575	\$141,786	\$10,385	\$141,918

<i>Cemetery:</i>					
2023-2024	Laurel Hill	San Jose	Catholic	Baby Space	YTD 23/24
Burials	0	1	3	0	54
Sold Spaces	0	0	0	0	0
2022-2023	Laurel Hill	San Jose	Catholic	Baby Space	YTD 22/23
Burials	1	0	1	0	51
Sold Spaces	0	0	0	0	0



**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: October 14, 2024

PRESENTED BY: Susana De Luna, Interim Planning Director

AGENDA ITEM: Rezoning: Being a 4.516 acre tract of land out of Lot 6-9, West Addition to Sharyland Subdivision, from (AO-I) Agricultural Open Interim to (I-1) Light Industrial, Union Design Developers, L.P., and Adoption of Ordinance#_____ - De Luna

NATURE OF REQUEST:

On October 2, 2024, the Planning and Zoning Commission held a Public Hearing to consider the rezoning request. The subject site is located approximately 800' East of S. Mayberry Road along the North side of E. Military Highway. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Approval

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A REZONING BEING A 4.516 ACRE TRACT OF LAND OUT OF LOT 6-9,
WEST ADDITION TO SHARYLAND SUBDIVISION, (AO-I) AGRICULTURAL OPEN
INTERIM TO (I-1) LIGHT INDUSTRIAL**

WHEREAS, the City Council of the City of Mission finds that during consideration of the rezoning request of October 2, 2024, the Planning and Zoning Commission of the City of Mission upon duly recognized motion and second, voted to recommend to the City Council that the rezoning shown below be granted.

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Monday, October 14, 2024, in the Council Chambers of the City Hall to consider the following rezoning:

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

Legal Description	From	To
Being a 4.516 acre tract of land out of Lot 6-9, West Addition to Sharyland Subdivision	AO-I	I-1

READ, CONSIDERED AND PASSED, this the 14th day of October, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ITEM# 1.2

REZONING:

Being a 4.516 acre tract of land
out of Lot 6-9, West Addition to
Sharyland Subdivision
AO-I to I-1
Union Design Developers, L.P.

REVIEW DATA

The subject site is located approximately 800' East of S. Mayberry Road along the North side of E. Military Highway.

SURROUNDING ZONES:

N:	AO-I	- Duplex-Fourplex Residential
E:	AO-I/I-1	- Agricultural Open Interim & Light Industrial
W:	AO-I	- Agricultural Open Interim
S:	AO-I	- Agricultural Open Interim

EXISTING LAND USES:

N:	Vacant
E:	Vacant
W:	Vacant
S:	Vacant
Site:	Vacant

FLUM:

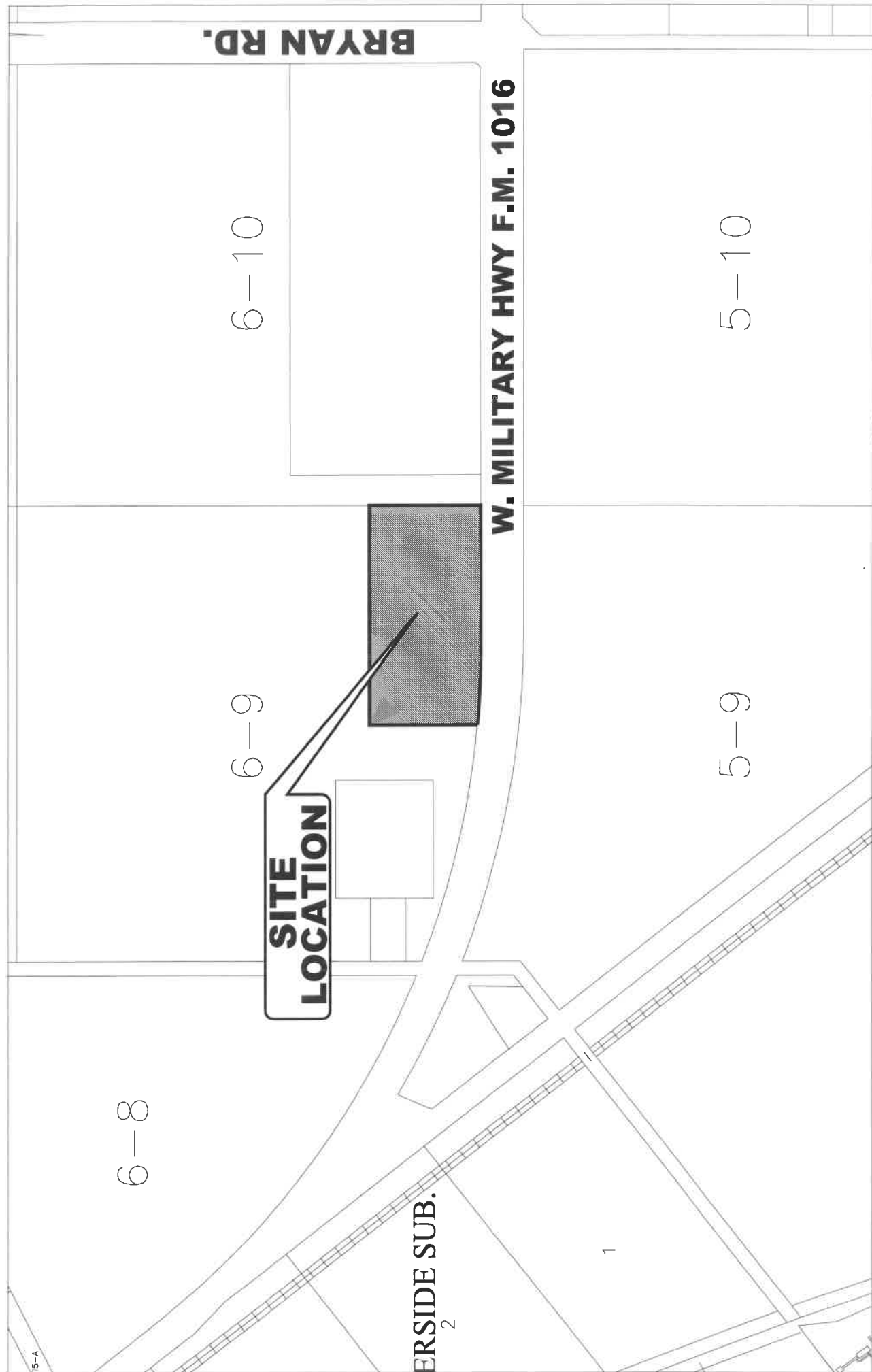
General Commercial (GC)

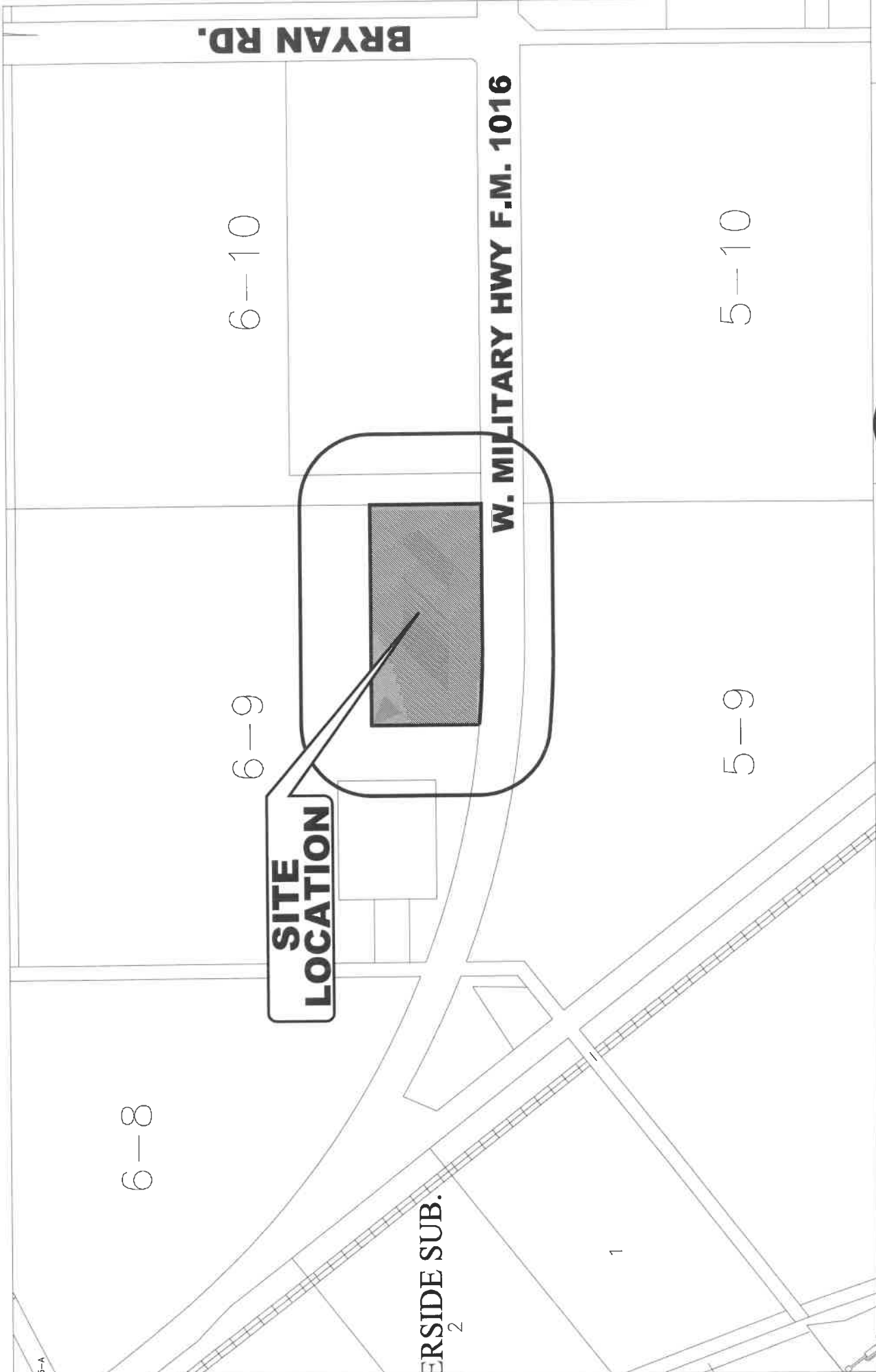
REVIEW COMMENTS: The proposed zone does not comply with the City's Future Land Use Map. However it complies with the fairly new existing surrounding land uses. Staff notes that the Future Land Use Map can be amended to reflect the proposed zone. Staff mailed 9 notices to property owners within a 200' radius of the site to solicit comments in favor or against this request. As of the date of this write-up, staff has not received any comments.

RECOMMENDATION: Staff recommends Approval.



CITY OF MISSION
HIDALGO COUNTY, TEXAS
1201 E. 8th Street
MISSION, TX 78572
PH: (956) 580-8672
FAX: (956) 380-8680





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

200' RADIUS MAILOUT

BRYAN RD.

W. MILITARY HWY. F.M. 1016

**LOCATION
SITE**



Texas Parks & Wildlife. Est. HERE. Growth. INCREMENT. USGS. EPA



W0100-00-005-0009-00 (316343)
UNION DESIGN DEVELOPERS LP
4314 S CONWAY AVE
MISSION TX 78572

W0100-00-005-0009-02 (316345)
STATE OF TEXAS FOR THE
R/O/W DEPT
COURTHOUSE ANX
EDINBURG TX 78539

W0100-00-005-0009-03 (316346)
MAZICE INVESTMENTS LLC
813 TRAVIS ST
MISSION TX 78572

W0100-00-005-0010-00 (316347)
UNION DESIGN DEVELOPERS L.P.
4314 S CONWAY AVE
MISSION TX 78572

W0100-00-005-0010-05 (316348)
STATE OF TEXAS
PO BOX 1717
PHARR TX 78577

W0100-00-006-0009-00 (316363)
UNION DESIGN DEVELOPERS LP
4314 S CONWAY AVE
MISSION TX 78572

W0100-00-006-0010-01 (316370)
UNION DESIGN DEVELOPERS LP
4314 S CONWAY AVE
MISSION TX 78572

W0100-00-006-0009-07 (730709)
ELIZONDO VALLEY PROPERTIES LP
403 N 38 1/2 ST
MCALLEN TX 78501

W0100-00-006-0010-10 (683513)
SHARYLAND DISTRIBUTION &
1900 N AKARD ST
DALLAS TX 75201



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Susana De Luna, Interim Planning Director
AGENDA ITEM: Rezoning: Being a 26.395 acre tract out of a 35.72 acres out of Lot 5-10, West Addition to Sharyland, from (AO-I) Agricultural Open Interim to (I-1) Light Industrial, Union Design Developers, L.P., and Adoption of Ordinance#_____ - De Luna

NATURE OF REQUEST:

On October 2, 2024, the Planning and Zoning Commission held a Public Hearing to consider the rezoning request. The subject site is located at the Southwest corner of E. Military Highway and S. Bryan Road. There was public opposition during the P&Z Meeting. The board unanimously recommended approval.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Approval

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager’s Recommendation: Approval *MRP*

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

_____ AYES
_____ NAYS
_____ DISSENTING _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A REZONING BEING A 26.395 ACRE TRACT OUT OF A 35.72 ACRES
OUT OF LOT 5-10, WEST ADDITION TO SHARYLAND , (AO-I) AGRICULTURAL
OPEN INTERIM TO (I-1) LIGHT INDUSTRIAL**

WHEREAS, the City Council of the City of Mission finds that during consideration of the rezoning request of October 2, 2024, the Planning and Zoning Commission of the City of Mission upon duly recognized motion and second, voted to recommend to the City Council that the rezoning shown below be granted.

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Monday, October 14, 2024, in the Council Chambers of the City Hall to consider the following rezoning:

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

Legal Description	From	To
Being a 26.395 acre tract out of a 35.72 acres out of Lot 5-10, West Addition to Sharyland	AO-I	I-1

READ, CONSIDERED AND PASSED, this the 14th day of October, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ITEM# 1.3

REZONING: Being a 26.395 acre tract out of a 35.72 acres out of Lot 5-10, West Addition to Sharyland AO-I to I-1 Union Design Developers, L.P.

REVIEW DATA

The subject site is located at the Southwest corner of E. Military Highway and S. Bryan Road.

SURROUNDING ZONES:	N:	I-1	- Light Industrial
	E:	I-I & AO-I	- Light Industrial & Agricultural Open Interin
	W:	AO-I	- Agricultural Open Interim
	S:	AO-I/I-1	- Agricultural Open Interim & Light Industrial

EXISTING LAND USES:	N:	Vacant
	E:	Vacant
	W:	Vacant
	S:	Vacant
	Site:	Vacant

FLUM: General Commercial (GC)

REVIEW COMMENTS: The proposed zone does not comply with the City’s Future Land Use Map. However it complies with the fairly new existing surrounding land uses. Staff notes that the Future Land Use Map can be amended to reflect the proposed zone. Staff mailed 8 notices to property owners within a 200’ radius of the site to solicit comments in favor or against this request. As of the date of this write-up, staff has not received any comments.

RECOMMENDATION: Staff recommends approval.

6-9

6-10

6-11

**SITE
LOCATION**

W. MILITARY HWY. (F.M. 1016)

5-9

5-10

5-11

O.E. INVESTMENTS
No.2

BRYAN RD.

OLD MILITARY RD.



CITY OF MISSION
HIDALGO COUNTY, TEXAS

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

Item 10.

No.

6-9

6-10

6-11

**SITE
LOCATION**

W. MILITARY HWY. (F.M. 1016)

BRYAN RD.

5-9

5-10

5-11

O.E. INVESTMENTS
No.2

OLD MILITARY RD.

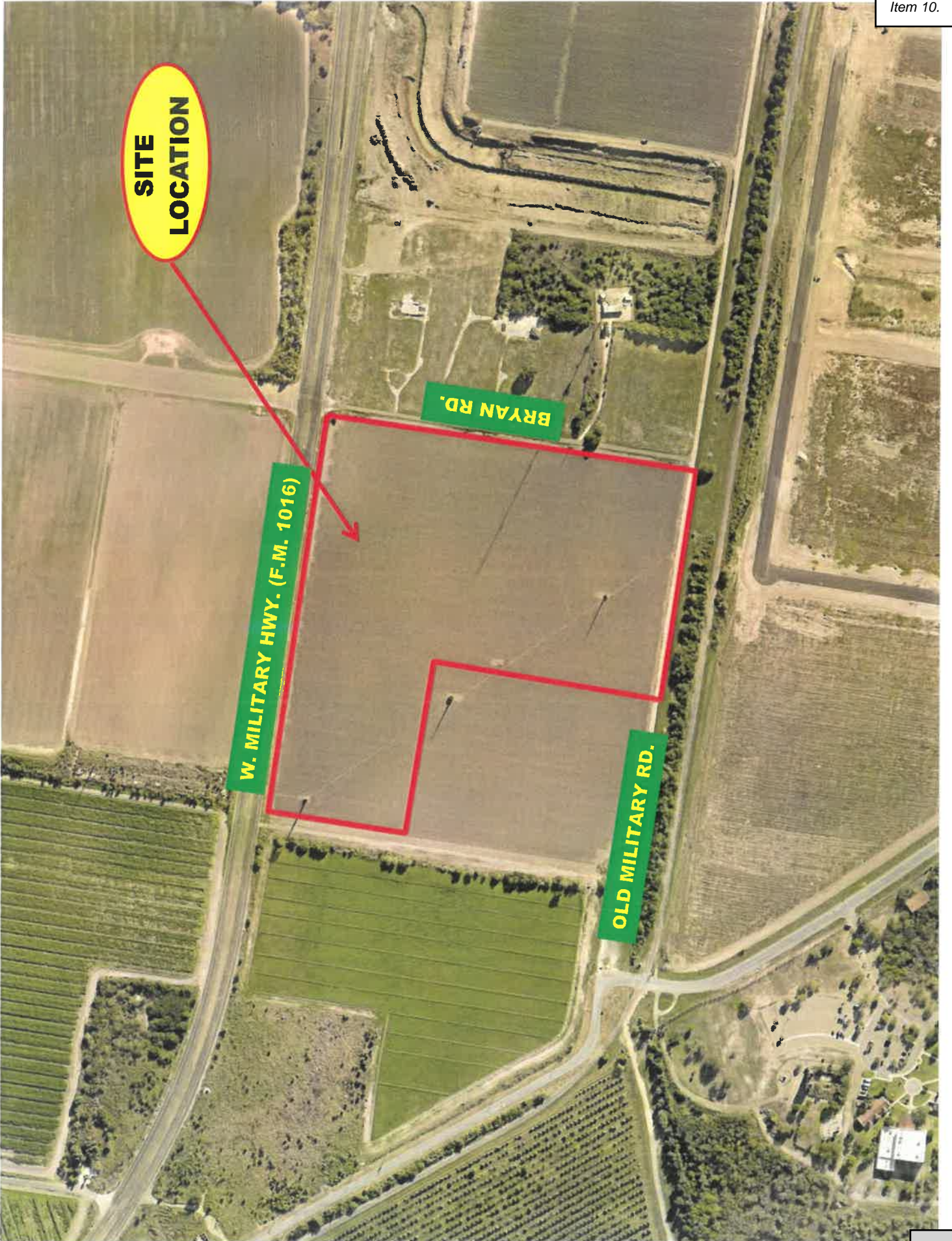


CITY OF MISSION
HIDALGO COUNTY, TEXAS
1201 E. 8th Street
MISSION, TX 78572
PH: (956) 580-5672
FAX: (956) 580-5680

200' RADIUS MAILOUT

Item 10.

No.



W0100-00-005-0009-00 (316343)
UNION DESIGN DEVELOPERS LP
4314 S CONWAY AVE
MISSION TX 78572

W0100-00-005-0009-02 (316345)
STATE OF TEXAS FOR THE
R/O/W DEPT
COURTHOUSE ANX
EDINBURG TX 78539

W0100-00-005-0010-00 (316370)
UNION DESIGN DEVELOPERS L.P.
4314 S CONWAY AVE
MISSION TX 78572

W0100-00-006-0009-00 (316363)
UNION DESIGN DEVELOPERS LP
4314 S CONWAY AVE
MISSION TX 78572

W0100-00-006-0010-01 (316370)
UNION DESIGN DEVELOPERS LP
4314 S CONWAY AVE
MISSION TX 78572

W0100-00-006-0011-00 (316372)
CHARCO LAND SALES LLC
ATTN KILLAM OIL CO. LTD
4320 UNIVERSITY BLVD PO BOX 499
LAREDO TX 78041

O0006-02-000-0001-00 (710704)
O E INVESTMENTS INC
PO BOX 4408
MCALLEN TX 78502

10057-00-000-0000-40 (101550)
CASCADE REAL ESTATE OPERATING LP
ATTN: KILLAM OIL CO LTD
4320 UNIVERSITY BLVD
LAREDO TX 78041



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024

PRESENTED BY: Susana De Luna, Interim Planning Director

AGENDA ITEM: Conditional Use Permit: The Cordelle Event Center, 2402 Brock Street, Ste. C, Lot 20, Shary Business Center (aka Shary Business Center Condos Unit 3), C-3, Julio C. Alaniz, Adoption of Ordinance #____ - De Luna

NATURE OF REQUEST:

On October 2, 2024 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site is located approximately 130' east of Shary Road along the south side of Brock Street. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Staff recommends approval subject to: 1) 1 year re-evaluation after business license issuance to assess this new operation; 2) Compliance with all City Codes (Building, Fire, Health, etc.); 3) Acquisition of a business license prior to occupancy; and 4) CUP not transferable to others

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *MRP*

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 THE CORDELLE EVENT CENTER, 2402 BROCK STREET, SUITE C, LOT 20, SHARY BUSINESS CENTER (AKA SHARY BUSINESS CENTER CONDOS UNIT 3)

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of October 2, 2024, the Planning and Zoning Commission of the City of Mission upon duly recognized motion and second, voted to recommend to the City Council that the conditional use permit shown below be granted.

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Monday, October 14, 2024, in the Council Chambers of the City Hall to consider the following conditional use permit:

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

Legal Description	Type	Conditions of Approval
2402 Brock Street, Ste. C Lot 20, Shary Business Center (aka Shary Business Center Condos Unit 3)	The Cordelle Event Center	<ol style="list-style-type: none"> 1. 1 year re-evaluation after business license issuance to assess this new operation 2. Compliance with all City Codes (Building, Fire, Health, etc.) 3. Acquisition of a business license prior to occupancy; and 4. CUP not be transferable to others.

READ, CONSIDERED AND PASSED, this the 14th day of October, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ITEM# 1.5**TABLED**

CONDITIONAL USE PERMIT: The Cordelle Event Center
 2402 Brock Street, Suite C
 Lot 20, Shary Business Center
 (aka Shary Business Center Condos Unit 3)
 C-3
 Julio C. Alaniz

REVIEW DATA

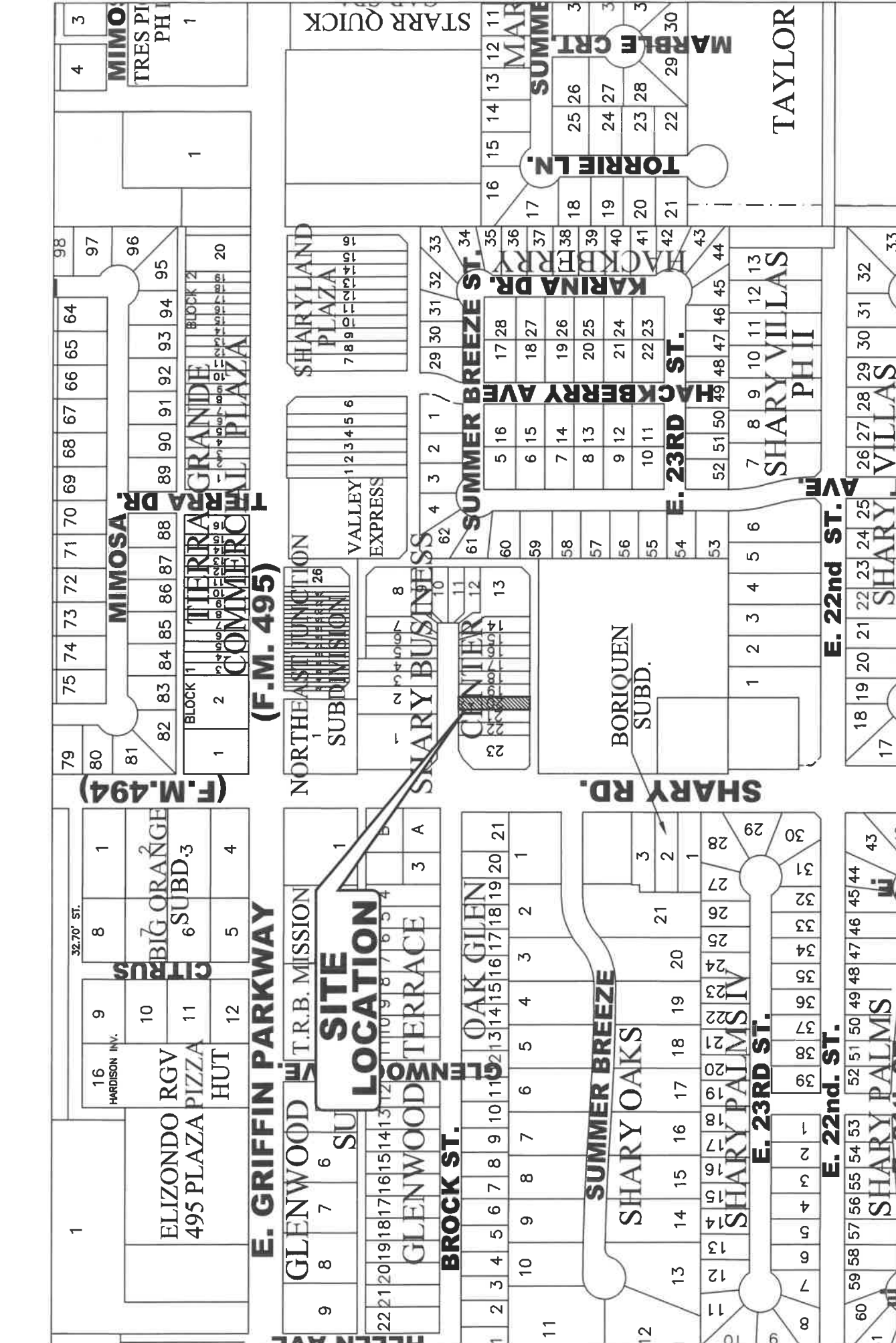
The subject site is located approximately 130' east of Shary Road along the south side of Brock Street. The applicant is leasing an 1,820 sq.ft. suite within a multi-unit commercial plaza for a proposed event center. The applicant proposes to have small scale events such as corporate meetings, birthday parties, gender reveals, reunions, seminars, etc. Access to the site will be provided via a driveway off of Shary Road and Brock Street.

- **Hours of Operation:** Monday – Thursday from 6:00 pm to 12:00 am, Friday from 6:00 pm – 2am, and Saturday & Sunday from 8 am – 2am
- **Staff:** 4 employees
- **Parking:** In viewing the floor plan, there is a total of 48 seating spaces, which require 16 parking spaces (48 seats/ 3 seats = 16 parking spaces). It is noted that the parking area is held in common (142 existing parking spaces) and are shared with other businesses. Staff notes that when this commercial plaza was built the parking requirements were based on the square footage and not on the actual use.

REVIEW COMMENTS: Staff mailed out 25 notices to property owners within 200' radius of the site, and as of this writing staff has not received any comments in favor or against the request. Staff notes that more than 50% of the businesses within the plaza are only open Monday thru Friday and close at 5pm. The applicant has amended the hours of operation to avoid any conflicts with the other businesses.

RECOMMENDATION: Staff recommends approval subject to:

- 1) 1 year re-evaluation after business license issuance to assess this new operation,
- 2) Compliance with all City Codes (Building, Fire, Health, etc.),
- 3) Acquisition of a business license prior to occupancy, and
- 4) CUP not be transferrable to others

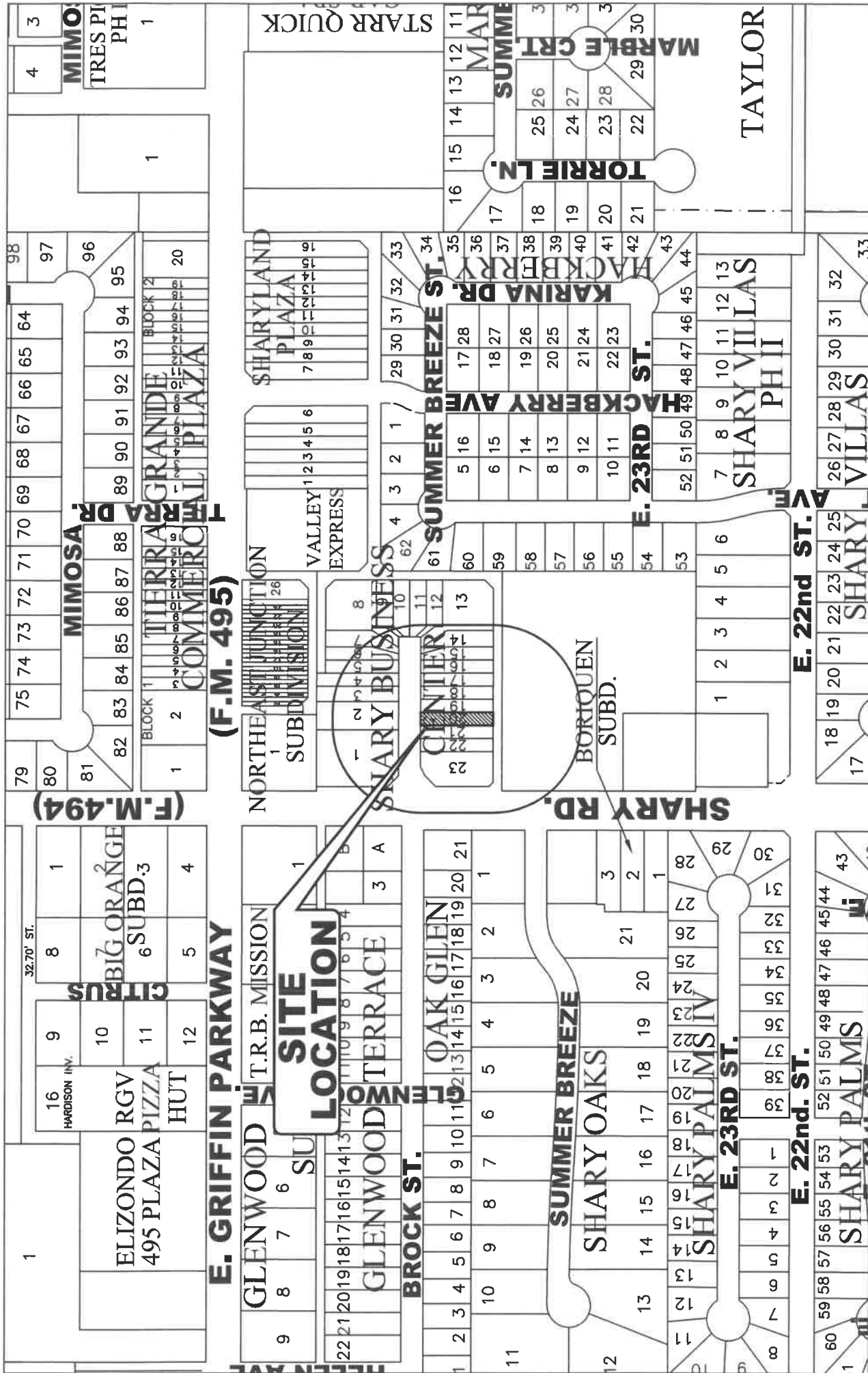


CITY OF MISSION
 HIDALGO COUNTY, TEXAS
 1201 E. 8th Street
 MISSION, TX 78572

PH: (956) 380-3672
FAX: (956) 380-3680

Item 11.

No.



200' RADIUS MAILOUT MAP



CITY OF MISSION
HIDALGO COUNTY, TEXAS
1201 E. 8th Street
MISSION, TX 78572

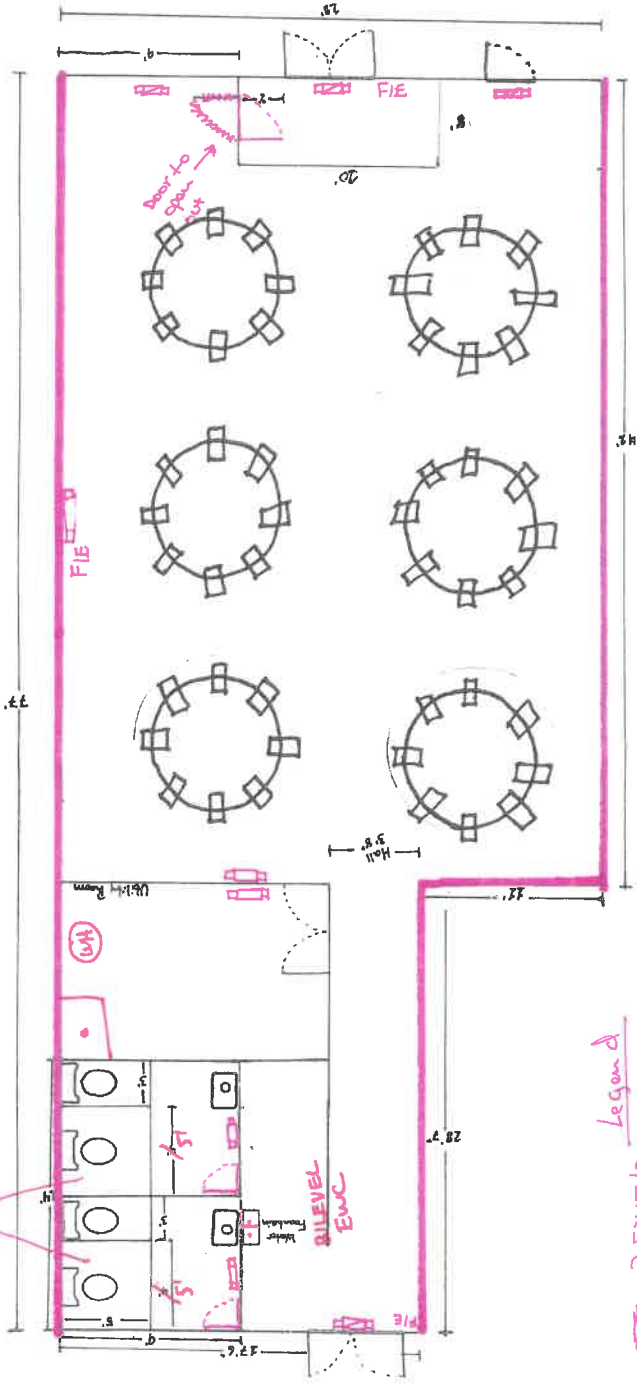
Item 11.

No.



LEGEND

- ⊗ = FLOOR DRAIN
- ⊙ = WATER HEATER
- = FLOOR MOP SINK
- EWC = Electric Water Cooler
- ADA RESTROOM BI-LEVEL



Legend

- ⊗ = 3 EXIT / EMERGENCY LIGHTS Combination with battery backup.
- ⊙ = 5 EMERGENCY LIGHTS w/ battery backup.
- F.I.E. = 3, five (5) lbs. fire Extinguisher Type ABC with proper labeling.
- = door by reception area to open out and blue 2 doors for the restroom should open in.
- = maintain fire walls any penetrations or gaps use fire rated material.

Sketch #1

2402 Brock Street Unit C
Mission, TX 78572

S2740-00-000-0001-00 (568332)
 TEXAS STATE BANK
 C/O DIANA SEALE
 300 FIFTH AVENUE 21ST FLOOR ATTN: PNC2200 N SHARY RD
 PITTSBURGH PA 15222

S2950-00-000-0245-20 (281240)
 JOHNSON DARRELL E & IRMA Z TRUSTEE
 IRMA Z JOHNSON RVCBL TRUST
 MISSION TX 78572

S2741-00-000-0001-00 (624477)
 HSU SHERRY & TON TU
 708 CHELSEA DR
 MISSION TX 78573

S2741-00-000-0002-00 (624478)
 SAN INVESTMENTS LLC
 321 S MAIN ST
 MCALLEN TX 78501

S2741-00-000-0003-00 (624479)
 HSU SHERRY & TON TU
 708 CHELSEA DR
 MISSION TX 78573

S2741-00-000-0004-00 (624480)
 SAN INVESTMENT LLC
 321 S MAIN ST
 MCALLEN TX 78501

S2741-00-000-0005-00 (624481)
 SAN INVESTMENTS LLC
 321 S MAIN ST
 MCALLEN TX 78501

S2741-00-000-0006-00 (624482)
 SAN INVESTMENTS LLC
 321 S MAIN ST
 MCALLEN TX 78501

S2741-00-000-0007-00 (624483)
 SAN INVESTMENTS LLC
 321 S MAIN ST
 MCALLEN TX 78501

S2741-00-000-0008-00 (624484)
 SAN INVESTMENTS LLC
 321 S MAIN ST
 MCALLEN TX 78501

S2741-00-000-0009-00 (624485)
 SAN INVESTMENTS LLC
 321 S MAIN ST
 MCALLEN TX 78501

S2741-00-000-0010-00 (624486)
 SAN INVESTMENTS LLC
 321 S MAIN ST
 MCALLEN TX 78501

S2741-00-000-0011-00 (624487)
 INTERNATIONAL BUILDERS GROUP LLC
 2401 DURANGO DR
 MISSION TX 78573

S2741-00-000-0012-00 (624488)
 SAN INVESTMENTS LLC
 321 S MAIN ST
 MCALLEN TX 78501

S2741-00-000-0013-00 (624489)
 GARCIA ALBERTO JR & MARA CASTELL
 2602 FRESNO AVE
 HIDALGO TX 78557

S2741-00-000-0014-00 (624490)
 MMR AAVY INVESTMENTS LLC
 2314 WOODLANDS DR
 MISSION TX 78574

S2741-00-000-0015-00 (624491)
 TREVINO FELIX JR & MARIA GLORIA
 800 MONTECRUZ ST
 MISSION TX 78574

S2741-00-000-0016-00 (624492)
 TREVINO FELIX JR & MARIA GLORIA
 800 MONTE CRUZ
 MISSION TX 78574

S2741-00-000-0017-00 (624493)
 IGLESIA CRISTOCENTRO INC
 2307 E 27TH ST
 MISSION TX 78574

S2741-00-000-0018-00 (624494)
 KIDZ CRUSADE ACADEMY LLC
 2407 BROCK ST STE 18
 MISSION TX 78572

S2741-00-000-0019-00 (624495)
 KIDZ CRUSADE ACADEMY LLC
 2407 BROCK ST STE 18
 MISSION TX 78572

S2741-00-000-0020-00 (624496)
 SAN INVESTMENTS LLC
 321 S MAIN ST
 MCALLEN TX 78501

S2741-00-000-0021-00 (624497)
 SAN INVESTMENTS LLC
 321 S MAIN ST
 MCALLEN TX 78501

S2741-00-000-0022-00 (624498)
 BLUE DIAMOND REALTY GROUP LLC
 1504 SANDSTONE DR
 MISSION TX 78574

S2741-00-000-0023-00 (624499)
 REY Y REYNA COMMERCIAL PROPERTIES
 1804 LAUREN LN
 MISSION TX 78572



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024

PRESENTED BY: Susana De Luna, Interim Planning Director

AGENDA ITEM: Conditional Use Permit Renewal: La Muñequita Ranch Event Center in a Property Zoned (AO-I) Agricultural Open Interim, 3608 Compton Drive, The North 4 acres of Lot 35, and the south 1.98 acres of Lot 34, Bell-Wood Company's Subdivision "C", AO-I, Dina Salinas-Valdez, Adoption of Ordinance #____ - De Luna

NATURE OF REQUEST:

On October 2, 2024 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit Renewal request. The subject site is located ¼ mile north of 2 Mile Road along the east side of Compton Road. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Staff recommends approval for life of use subject to: 1) Compliance with all City Codes, (Building, Fire, Health, Noise, etc.) and 2) CUP not to be transferable to others.

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT RENEWAL LA MUNEQUITA RANCH EVENT CENTER IN A PROPERTY ZONED (AO-I) AGRICULTURAL OPEN INTERIM, 3608 COMPTON DRIVE, THE NORTH 4 ACRES OF LOT 35, AND THE SOUTH 1.98 ACRES OF LOT 34, BELL-WOOD COMPANY’S SUBDIVISION “C”

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of October 2, 2024, the Planning and Zoning Commission of the City of Mission upon duly recognized motion and second, voted to recommend to the City Council that the conditional use permit shown below be granted.

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Monday, October 14, 2024, in the Council Chambers of the City Hall to consider the following conditional use permit:

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

Legal Description	Type	Conditions of Approval
3608 Compton Drive The North 4 acres of Lot 35, and the South 1.98 acres of Lot 34, Bell-Wood Company’s Subdivision “C”	La Munequita Ranch Event Center in a Property Zoned (AO-I) Agricultural Open Interim	<ol style="list-style-type: none"> 1. Life of Use 2. Compliance with all City Codes, (Building, Fire, Health, Noise, etc.); and 3. CUP not to be transferable to others

READ, CONSIDERED AND PASSED, this the 14th day of October, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ITEM# 1.4

CONDITIONAL USE PERMIT RENEWAL:

La Muñequita Ranch Event Center in a Property Zoned (AO-I) Agricultural Open Interim 3608 Compton Drive The North 4 acres of Lot 35, and the South 1.98 acres of Lot 34, Bell-Wood Company’s Subdivision “C” AO-I Dina Salinas-Valdez

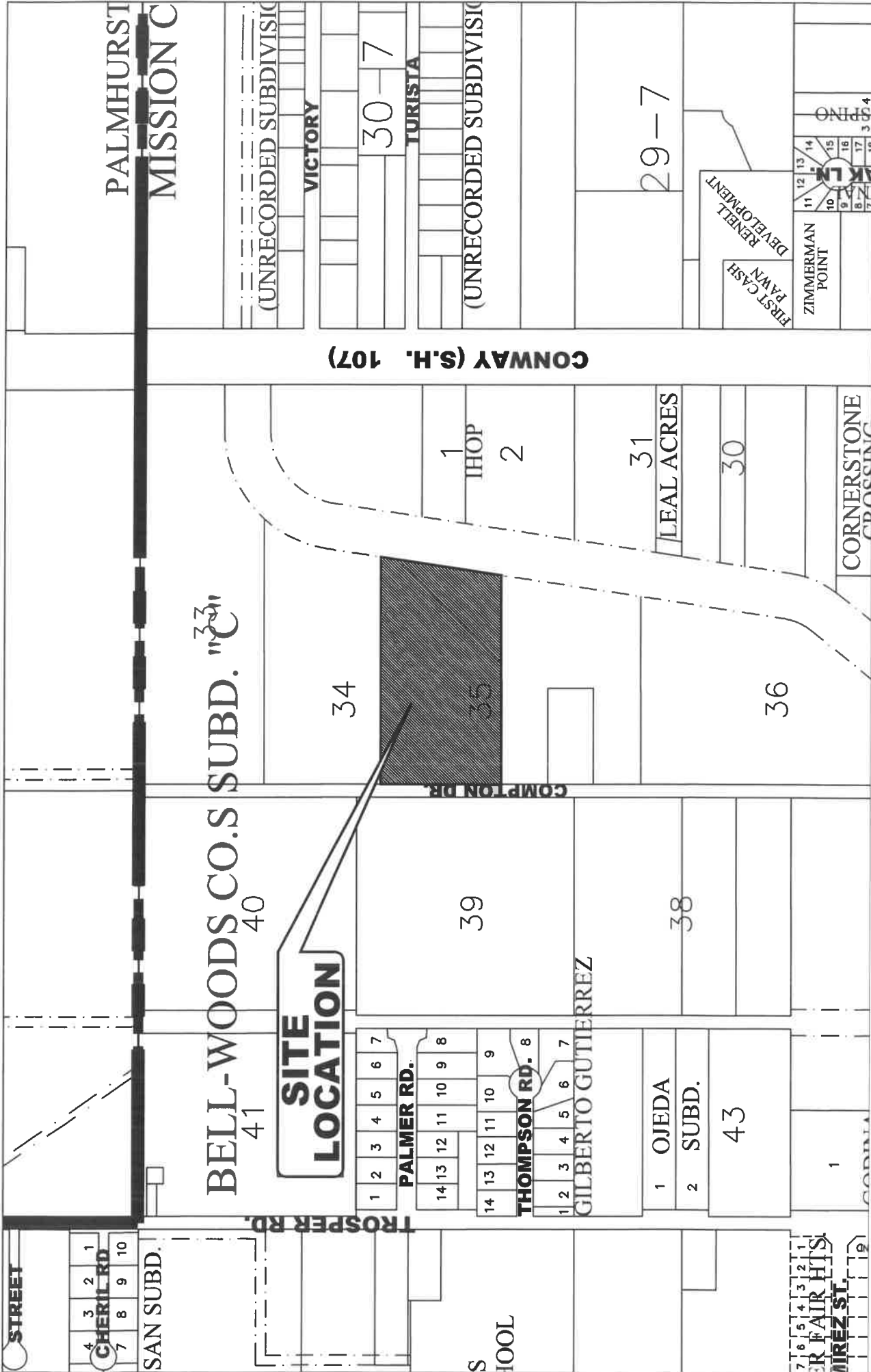
REVIEW DATA

The subject site is located ¼ mile north of 2 Mile Road along the east side of Compton Road. The applicant has been running La Muñequita Ranch for more than 16 years. This is a family operated property that has several amenities such as a pond, stage, and kitchen, used for private family and rental events such as outdoor birthday parties, small weddings, quinceañeras and sweet 16, and other gatherings. Access to the property is off of a dirt road off of Compton Road. The last CUP approved for this location was on March 14, 2022 for a period of 2 years after business license issuance.

- **Days/Hours of Operation:** Sunday – Thursday from 8 am – 5 pm due to property management and upkeep, and Friday & Saturday from 8 am to 1 am depending on scheduled events.
- **Parking:** The applicant proposed to have a maximum of 150 guests, which requires 50 parking spaces (1 parking space for every 3 seats). There is an area designated for parking within the property.

REVIEW COMMENTS: Staff mailed out 11 notices to property owners within 200’ radius and as of this write-up staff has not received any comments in favor or against this request. Staff has checked with the Police Department for any complaints regarding this use and no reports have been filed. Since this business has been in operation for 16 years without any complaints, staff does not object to an extended approval tenure.

RECOMMENDATION: Staff recommends approval for life of use subject to:
1) Compliance with all City Codes, (Building, Fire, Health, Noise, etc.), and
2) CUP not to be transferable to others

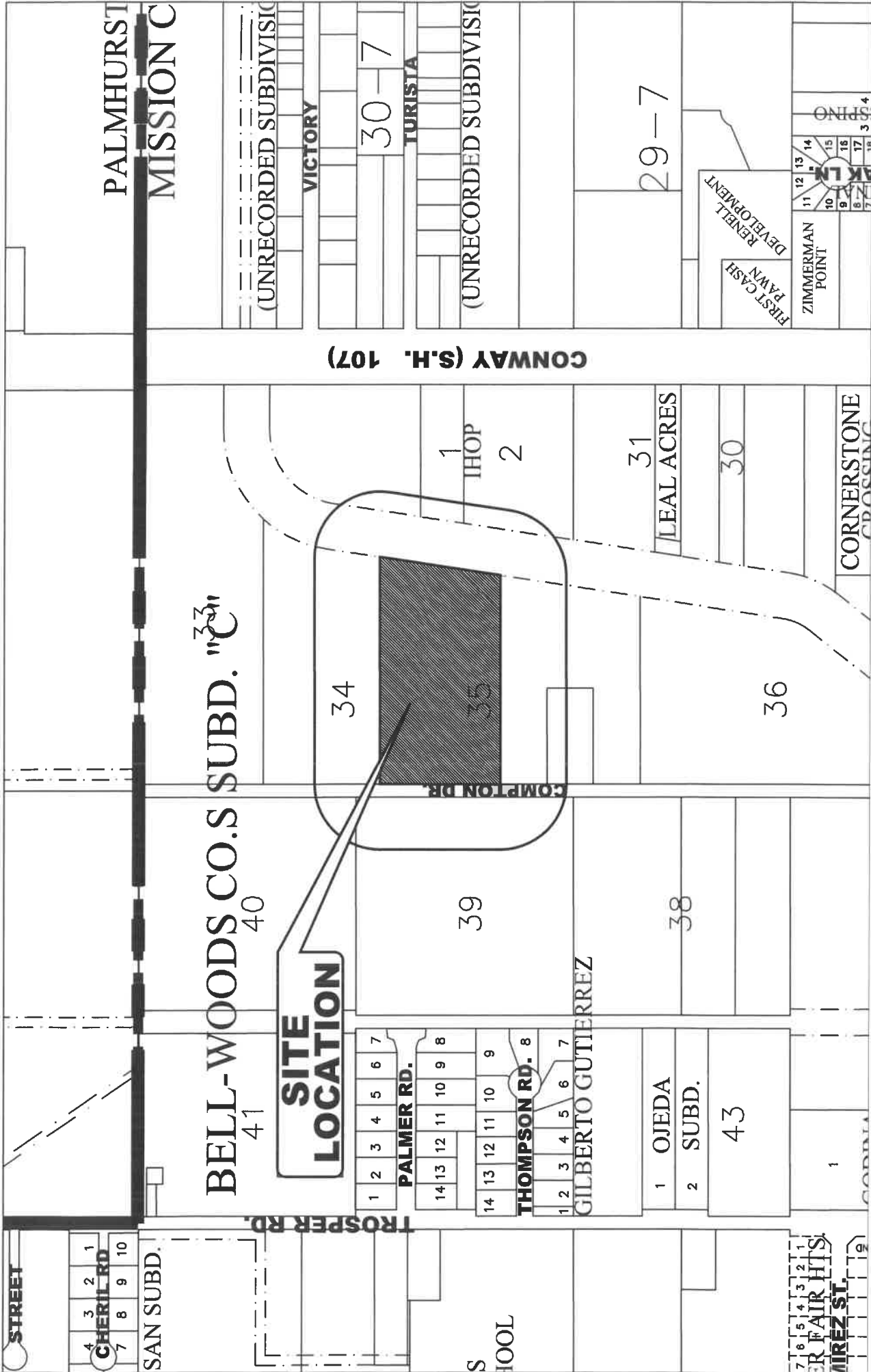


CITY OF MISSION
 HIDALGO COUNTY, TEXAS
 1201 E. 8th. Street
 MISSION, TX 78572
 PH: (956) 580-8672
 FAX: (956) 580-8680

Item 12.

No.

52



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

200' RADIUS MAILOUT

Item 12.

No.





Item 12.











B2225-00-00C-0032-00 (123506)
VALDEZ PROPERTIES LLC
2308 SILVERADO SOUTH
MISSION TX 78573

B2225-00-00C-0034-00 (123510)
SALINAS-VALDEZ DINA
3608 COMPTON DR
MISSION TX 78573

B2225-00-00C-0034-10 (123511)
VALDEZ DANIELLE A
1901 S VOSS RD NO. 6
HOUSTON TX 77057

B2225-00-00C-0035-20 (123512)
SALINAS MA ESTER
715 MILLER ST
MISSION TX 78572

B2225-00-00C-0035-30 (123513)
PENA BERNARDO JR
C/O BERNARDO PENA SR
306 DOHERTY AVE
MISSION TX 78572

B2225-00-00C-0035-31 (123514)
SALINAS MARIA ESTER
715 MILLER AVENUE
MISSION TX 78572

B2225-00-00C-0039-00 (123521)
BALLI AARON
1620 E GRIFFIN PKWY
MISSION TX 78572

B2225-00-00C-0039-10 (123522)
DS 3 DEVELOPMENT LLC
3608 COMPTON DR
MISSION TX 78573

B2225-00-00C-0040-00 (123523)
DS 3 DEVELOPMENT LLC
3608 COMPTON DR
MISSION TX 78573

I2080-00-000-0002-00 (1559739)
HAIDAR PROPERTIES LLC
1601 SOUTH CAGE BLVD SUITE B
PHARR TX 78577

I2080-00-000-0001-00 (1559738)
HAIDAR PROPERTIES LLC
1601 SOUTH CAGE BLVD SUITE B
PHARR TX 78577



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Anna Carrillo, City Secretary
AGENDA ITEM: Approval of Minutes – Carrillo
 Special Meeting – September 16, 2024
 Regular Meeting – September 23, 2024

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 *MRP*

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____



MINUTES

PRESENT:

Norie Gonzalez Garza, Mayor
Ruben D. Plata, Mayor Pro-Tem
Jessica Ortega, Councilwoman
Marissa Ortega-Gerlach, Councilwoman
Alberto Vela, Councilman
Patricia A. Rigney, City Attorney
Mike R. Perez, City Manager
Anna Carrillo, City Secretary

ABSENT:

ALSO PRESENT:

STAFF PRESENT:

David Flores, Asst. City Manager
Juan Pablo Terrazas, Asst. City Manager
Andy Garcia, Asst. City Manager
Vidal Roman, Finance Director
Abram Ramirez, IT Director
Cesar Torres, Chief of Police
Yenni Espinoza, Library Director
Brad Bentsen, Parks & Recreation Director
Roel Mendiola, Sanitation Director
Jose Luis Silva, Internal Auditor
Joel Chapa, Police Officer
Nora Lozano, Police Officer

SPECIAL MEETING

CALL TO ORDER AND ESTABLISH QUORUM

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

DISCLOSURE OF CONFLICT OF INTEREST

Mayor Pro Tem Ruben Plata has filed a conflict of interest regarding executive session item 1.

CITIZEN'S PARTICIPATION

None

At 4:32 p.m., Councilman Alberto Vela moved to convene into Executive Session. Motion was seconded by Councilwoman Marissa Gerlach and approved unanimously 4-0.

Councilwoman Jessica Ortega joined the meeting during executive session.

Upon conclusion of Executive Session at 4:56 p.m., Mayor Pro Tem Plata moved to reconvene the regular meeting and continue with items 1 and 2 of the agenda. Motion was seconded by Councilman Vela and approved unanimously 5-0.

PUBLIC HEARING

1. Public Hearing on 2024 Proposed Property Tax Rate – Roman

The notice of 2024 Tax Year Proposed Property Tax Rate for City of Mission was published in the Monitor on September 7, 2024 and in the Progress Times on September 6, 2024.

The proposed 2024 tax rate was \$0.5580 per \$100.

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

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

There were no comments.

AGENDA ITEMS

2. Approval of Ordinance # 5552 Adopting the 2024 Tax Rate – Perez

The Tax Rate for the fiscal year 2024-2025 was \$0.5580 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)	\$0.0757
Maintenance & Operation (M&O)	\$0.4823
Total Tax Rate	\$0.5580

ORDINANCE NO. 5552

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 2024-2025; 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 moved to set the property tax rate to be increased by the adoption of a tax rate of \$0.5580, which is effectively a 7.75% increase in the tax rate. Motion was seconded by Mayor Pro Tem Plata and approved as follows: Councilwoman Ortega – Aye, Mayor Pro Tem Plata – Aye, Mayor Norie Garza – Aye, Councilwoman Gerlach – Aye, and Councilman Vela – Aye. Motion was approved unanimously 5-0.

EXECUTIVE SESSION

1. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney) related to Black Diamond Developers, LP and CCC Operations, LLC v. City of Mission, Cause No. C-5276-23-D.

Councilman Vela moved to proceed as discussed in executive session. Motion was seconded by Councilman Vela and approved unanimously 4-0, with Mayor Pro Tem Plata abstaining.

ADJOURNMENT

At 5:01 p.m., Mayor Pro Tem Plata moved for adjournment. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



MINUTES

PRESENT:

Norie Gonzalez Garza, Mayor
Ruben D. Plata, Mayor Pro-Tem
Jessica Ortega, Councilwoman
Marissa Ortega-Gerlach, Councilwoman
Alberto Vela, Councilman
Patricia A. Rigney, City Attorney
Mike R. Perez, City Manager
Anna Carrillo, City Secretary

ABSENT:

ALSO PRESENT:

Ricardo Salinas
Karen Prewitt
Jennifer Vasquez
Vanessa Hernandez
Ernesto Gonzalez
Taylor Kramer
Noel Salinas
Severo Saenz

STAFF PRESENT:

David Flores, Asst. City Manager
Juan Pablo Terrazas, Asst. City Manager
Andy Garcia, Asst. City Manager
Adrian L. Garcia, Fire Chief
Steven Kotsatos, Health Director
Vidal Roman, Finance Director
Alex Hernandez, Assistant Planning Director
Noemi Munguia, HR Director
Susie De Luna, Interim Planning Director
Abram Ramirez, IT Director
Abel Bocanegra, P.E., City Engineer
Cesar Torres, Chief of Police
Yenni Espinoza, Library Director
Brad Bentsen, Parks & Recreation Director
Roel Mendiola, Sanitation Director
JC Avila, Fleet Director
Aida Lerma, Mission Event Center Director
Teclo Garcia, MEDC CEO
Mike Fernuik, Golf Course Director
Amy Tijerina, Community Events Director
Daniel Perez, 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

Mayor Pro Tem Ruben Plata led the invocation and Pledge of Allegiance.

DISCLOSURE OF CONFLICT OF INTEREST

Mayor Pro Tem Plata has one on file for executive session item number two.

PRESENTATIONS

1. Proclamation - Fire Prevention Month - A. Garcia

Councilman Alberto Vela moved to approve the Proclamation – Fire Prevention Month. Motion was seconded by Councilwoman Marissa Gerlach and approved unanimously 5-0.

2. Proclamation - Food Safety Awareness Month – Kotsatos

Mayor Pro Tem Plata moved to approve the Proclamation – Food Safety Awareness Month. Motion was seconded by Councilman Vela and approved unanimously 5-0.

3. August 2024 Employee of the Month – Munguia

Noemi Munguia, Human Resources Director, presented Adan Barrera III as the employee of the month for the month of August. Mr. Barrera was nominated by Sergeant Jesus Delgado and Chief Cesar Torres. Mr. Barrera has completed one year of service in the Criminal Investigations Division. During his first year, he was assigned a total of 298 cases of which 264 have been closed. He has proven his dedication and commitment to his service. Mr. Barrera promotes a positive attitude and is courteous to everyone.

4. Report from the Rio Grande Valley Humane Society - Jennifer Vasquez

Jennifer Vasquez, Rio Grande Valley Humane Society Interim Executive Director, gave an update on the overall operations of the shelter for the month of August. The save rate for the month of August was at 95%, a total of 161 animals were rescued (93 dogs, 68 cats), 100 animals were adopted, 15 dogs were reclaimed, 26 cats were returned to field, 4 cats died in care and 4 kittens were euthanized. This past weekend there was a microchip clinic where 192 residents showed up to microchip their pets. They also had three adoption clinics throughout the month and one big adoption event in Houston where 32 animals were adopted.

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

Vanessa Nichole Hernandez, Greater Mission Chamber of Commerce Vice President of Membership Development and Events, spoke about upcoming events such as: Ribbon Cutting for Taqueria Oviedo on September 24, Chamber Champion Ambassador Meeting on September 25th, UTRGV SBDC: Payroll Compliance Webinar on September 26th, Coffee, Croissants & Commerce: Health Care Insurance Education Meeting on October 15th, Annual Member Awards Banquet on October 3rd, Annual Member Appreciation Breakfast on November 21st.

6. Departmental Reports – Perez

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

7. Citizen's Participation – Garza

Taylor Kramer, 1100 N. Ware Rd, spoke in reference to agenda item 12. He was concerned about an event that would be held at the event center next month and expressed that just like there are regulations for alcohol consumption, there should be restrictions on those types of events as well.

Karen Prewitt, 2101 Mauve Drive, was present to speak on two items, 19 and 34. She began with item 34 which was for authorization to enter into a contract with KM International for media

and public relations. She was concerned about the cost of this contract stating that at \$6,750 monthly, it would add up to \$81,000 annually at a rate of \$39 an hour. As a taxpayer, she would have liked to see the type of work that KM International had been producing for the city. She also stated that the city's Media Department currently had four employees so she did not understand why services needed to be contracted out. Since the agreement mentioned website development she was wondering why there had to be two separate contracts for this (item 19).

PUBLIC HEARING

PLANNING & ZONING RECOMMENDATIONS

8. Conditional Use Permit: To have 3 Shipping Containers for Office & Warehouse Use, 1405 Business Park Drive, Being all of Lot 2, Re-plat of Lot 13, Expressway Business Park Phase VIII, I-1, Arch Renati, LLC, Adoption of Ordinance #5553 - De Luna

On September 18, 2024 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site was located approximately 1,034' south of Trinity Street along the east side of Business Park Drive. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

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

Ernesto Gonzalez, 401 Seguin Street, applicant for conditional use permit, appreciated the opportunity to present this project to council. He would like to bring this business to Mission to provide a better housing option for residents as well as to provide and create more employment opportunities. They currently have outstanding purchase orders for hundreds of tiny homes and are looking forward to conducting their business in Mission.

Teclo Garcia, MEDC CEO, stated that the EDC was extremely supportive of this project. They would like to showcase what can be done in Mission.

Councilman Vela moved to approve the Conditional Use Permit: To have 3 Shipping Containers for Office & Warehouse Use, 1405 Business Park Drive, Being all of Lot 2, Re-plat of Lot 13, Expressway Business Park Phase VIII, I-1, Arch Renati, LLC, Adoption of Ordinance #5553. Motion was seconded by Councilwoman Jessica Ortega and approved unanimously 5-0.

ORDINANCE NO. 5553

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT TO HAVE 3 SHIPPING CONTAINERS FOR OFFICE & WAREHOUSE USE, 1405 BUSINESS PARK DRIVE, BEING ALL OF LOT 2, RE-PLAT OF LOT 13, EXPRESSWAY BUSINESS PARK PHASE VIII

9. Rezoning: Lot 8, Block 5, Taurus Estates #9 Phase I from (R-2) Duplex-Fourplex Residential to (R-3) Multi-Family Residential, Erika Padron, and Adoption of Ordinance# _____ - De Luna

On September 18, 2024, the Planning and Zoning Commission held a Public Hearing to consider the rezoning request. The subject site was located approximately 147' North of Azalea Street along the West side of N. Inspiration Road. There was no public opposition during the P&Z Meeting. The board unanimously recommended Denial.

Staff and City Manager recommended denial.

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

There were no comments.

Mayor Pro Tem Plata moved to deny the Rezoning: Lot 8, Block 5, Taurus Estates #9 Phase I from (R-2) Duplex-Fourplex Residential to (R-3) Multi-Family Residential, Erika Padron, and Adoption of Ordinance# _____. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

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

10. Approval of Minutes – Carrillo

Regular Meeting – September 9, 2024

11. Acknowledge Receipt of Minutes – Perez

Ambulance Board – April 16, 2024

Shary Golf Course Advisory Board – August 7, 2024

Civil Service Commission – August 8, August 30, 2024

Building Board of Adjustments – January 30, March 26, 2024

Planning & Zoning – July 3, July 17, August 7, August 21, 2024

12. Authorization to purchase beer, wine and liquor for resale at the Mission Event Center and Shary Municipal Golf Course – A. Lerma, M. Fernuik

Staff was requesting to purchase beer, wine & liquor for resale on as needed basis at the Mission Event Center and Shary Municipal Golf Course from the following vendors. Glazer's Beer and Beverage, L&F Distributors, Holiday Wine & Liquor thru September 30, 2025. As per Texas Local Government Code 252.022(D)(14) General Exemptions, "goods purchased by a municipality for subsequent retail sale by the municipality" the goods acquired by the Mission Event Center and Shary Municipal Golf Course are exempt from the competitive bid process.

- Mission Event Center budget not to exceed \$72,000
- Shary Municipal Golf Course not to exceed \$60,000

13. Authorization to execute the First One-Year renewal option for Document Storage, Destruction and Other Related Services with 3GS, LLC – Carrillo

Seeking authorization to execute the First One-Year Renewal option with Lone Star Shredding and Document Service DBA 3GS, LLC; this was the first of two renewal options. The contract term was for one year with the option to renew for two additional one year terms; the first with no increase in pricing. This renewal would extend Bid No. 22-543-09-06 to begin on October

21, 2024 and end on October 20, 2025 with a 0% price increase as per the terms and conditions.

14. Authorization to purchase Automotive Parts, Fluids, Maintenance equipment and supplies via cooperative contracts from AutoZone Region 4 R211201, Advance Auto Parts BuyBoard Contract #715-23, O'Reillys Auto Parts Sourcewell Contract 032521-ORA, Arnold Oil Company Region One RFP-Agency-000082-E3 for Fleet and Sanitation Departments Preventative Maintenance – Avila

Staff was seeking authorization to purchase Automotive Parts, Fluids, Maintenance equipment and supplies via cooperative contracts from AutoZone Region 4 R211201, Advance Auto Parts BuyBoard #715-23, and O'Reillys Auto Parts Sourcewell 032521-ORA, Arnold Oil Company Region One RFP-Agency-000082-E3 for the Fleet and Sanitation Department. Such items/supplies would be purchased on an as-needed basis for preventative maintenance on the city's fleet for the 2024-2025 fiscal year.

15. Authorization to purchase tires from Hesselbein via BuyBoard Contract 729-24 for the Fleet Department for the 2024-2025 Fiscal Year- Avila

Staff was seeking authorization to purchase tires for the City's fleet from Hesselbein via BuyBoard Contract #729-24 (valid from 03.01.2024-02.28.2027) for the 2024-2025 fiscal year. Tires would be purchased on an as-needed basis for the city's units and special equipment.

16. Approval of pre-negotiated service agreements for Hourly Labor Rates and Parts Mark ups for fleet repairs on all city units to include special equipment and Sanitation Units for the 2024-2025 Fiscal Year pursuant to Texas Local Government Code Section 252.022 (a)(2) – Avila

Requesting approval of pre-negotiated agreements with Amigo Power Equipment, Andy's Marine and Boat Works, Bobcat of the RGV/Vermeer Equipment, D&R Glass Etc, Inc., Desperado Harley Davidson, Doggett Freightliner of South Texas, Fire and Rescue Maintenance LLC, Holt Cat, Lino's Automatic Transmission, Mission Paint and Body Shop, Regio Machining, South Texas Buick GMC, Spikes Ford, Superior Oil Express, and Tellus Equipment Solutions, Action Hydraulic Hoses, Admiral Auto Glass, AG Fleet Services, Border Engine Rebuilders, Diesel Fleet Care, French Ellison Truck Center, Kyrish Truck Center, J's Hydraulics, Rush Truck Center, and South Texas Truck Center. Service agreements included repair hourly labor rates and parts mark-ups for all the City's Fleet and Special Equipment to include the Sanitation Units and were valid for the 2024-2025 Fiscal Year (10/01/2024-09/30/2025). Pursuant to Texas Local Government Code Section 252.022 (a)(3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property. The city reserved the right to acquire the parts and only seek labor services in an effort to apply cost savings. Services and parts would be acquired on an as needed basis and would be determined solely by the City of Mission. Attached were the hourly labor rates and percentage mark ups on parts.

17. Authorization to purchase tires from Southern Tire Mart via BuyBoard Contract 729-24 for the Sanitation Department for the 2024-2025 Fiscal Year – Mendiola

Staff was seeking authorization to purchase tires from Southern Tire Mart via BuyBoard Contract 729-24 (valid from 03.01.2024-02.28.2027). Tires would be purchased on an as needed basis for the Sanitation Department's fleet and special equipment for the 2024-2025 fiscal year.

18. Approval to develop a Community Garden in cooperation with Mission Food Bank and Community Gardeners on city owned property (115 S. Mayberry) – Bentsen

Development of a Community Garden on city owned property located at 115 South Mayberry Road, Mission, Texas. The development of this project would be in cooperation with Mission Food Bank and Community Gardeners. Items grown within the garden would be for the community to enjoy. A Garden Committee would be formed in order to initiate rules, regulations and guidelines regarding said property. The Community Garden would be available until said property is otherwise developed for other City Purposes.

19. Authorization to enter into a contract with Civic Plus, a sole source vendor, for the implementation/redesign of a new official website for the City of Mission in the amount of \$23,750 – K. Gomez

Seeking authorization to enter into a contract with Civic Plus for the implementation/redesign of a new official website for the City of Mission. The total cost was \$23,750 including a one-time \$19,000 implementation fee and an annual \$4,750 recurring fee. This contract was for one year with an automatic one-year renewal term, unless a 60-day notice is provided prior to renewal date. The current website was deprecated and was no longer supported, thereby resulting in potential cybersecurity and functionality issues. The current provider MPC Studios had notified the City of the need to transition to a new site as the current theme was no longer supported, the page building system was fragile, and plug-ins were unsupported. MPC currently charges and annual fee of \$5,000, thereby resulting in a small savings from the negotiated price with Civic Plus. Further, Civic Plus was a sole source provider as they were our current provider for meeting agenda minutes thereby allowing integration with the new website.

20. Authorization to purchase medical equipment and supplies from Bound Tree and Henry Schein estimated to exceed the \$25,000.00 threshold via Buy Board Contract #704-23 – A. L. Garcia

The Mission Fire Department was seeking authorization to purchase medical equipment and medical supplies from Bound Tree and Henry Schein via Buy Board Contract #704-23 for FY 2024-2025.

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

21. Authorization to solicit bids for Security Guard Services – Torres

The City of Mission Police Department was tasked with acquiring Security Guard Services for different City of Mission events. Security Guard Services were utilized by several city departments for different events throughout the fiscal year. The City of Mission Police Department requested approval for the solicitation of proposals to acquire Security Guard Services on an as needed basis.

22. Authorization to re-enter into an Interlocal Agreement between the City of Mission and the City of Palmhurst to provide temporary housing for prisoners in the amount of \$54.00 per prisoner per day for one year – Torres

The City of Palmhurst was in need to continue services for the temporary housing and detention of prisoners awaiting arraignment. The Mission Police Department agreed to make use of the agency's holding facility for prisoners of the Palmhurst Police Department, subject to the availability of space based on the facility's capacity. The temporary housing of prisoners

would be at a cost of \$54.00 per prisoner per day. The cost included detention, transportation and meal costs. Term of the Agreement was for one year commencing on October 1, 2024 and ending at midnight on September 30, 2025.

23. Authorization to re-enter into an Interlocal Agreement between the City of Mission and the City of Penitas to provide temporary housing for prisoners in the amount of \$54.00 per prisoner per day for one year – Torres

The City of Penitas was in need to continue services for the temporary housing and detention of prisoners awaiting arraignment. The Mission Police Department agreed to make use of the agency's holding facility for prisoners of the Penitas Police Department, subject to the availability of space based on the facility's capacity. The temporary housing of prisoners would be at a cost of \$54.00 per prisoner per day. The cost included detention, transportation and meal costs. Term of the Agreement was for one year commencing on October 1, 2024 and ending at midnight on September 30, 2025.

24. Approval of Resolution No.1918 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 2024 – 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 12, 2024, from 7:00 AM to 12:00 PM.

RESOLUTION NO. 1918

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 A SINGLE SOUTHBOUND LANE ON BRYAN ROAD (FM 396) FROM IH 2 FRONTAGE ROAD TO TRINITY ROAD. FOR THE PINK 5K WALK/RUN EVENT AND AUTHORIZING THE ISSUANCE OF A PUBLIC PERMIT THEREFORE;

25. Authorization to solicit bids for two (2) DJI Mavic Drones and Accessories utilizing State Forfeiture Funds – Torres

The City of Mission Police Department was seeking authorization to solicit bids for two (2) DJI Mavic Drones and Accessories utilizing State Forfeiture Funds to accommodate the addition of new pilots to our program and to replace aging units in our current aircraft fleet. The aircraft would be used to monitor critical incidents, provide security for school systems, and survey vital infrastructures. The City of Mission Police Department requested approval for the solicitation of proposals to acquire (2) new aircraft (drones).

Mr. Perez requested to remove item 19 from the list to be tabled.

Councilwoman Gerlach moved to table item 19. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

Mayor Pro Tem Plata moved to approve all consent agenda items 10 thru 18 and 20 thru 25 as presented. Motion was seconded by Councilman Vela and approved unanimously 5-0.

APPROVALS AND AUTHORIZATIONS

26. Preliminary Plat Approval: Sonoma Ranch Subdivision Phase I, A tract of land containing 22.84 acres of land, being a part or portion of Lot 30-9, West Addition to Sharyland, R-1, Developer: Jason E. Garza, Engineer: Javier Hinojosa Engineering - De Luna

On September 18, 2024, the Planning and Zoning Commission held a Public Hearing to consider the Preliminary & Final Plat Approval for Sonoma Ranch Subdivision Phase I. The subject site was located along the east side of Mayberry Road approximately 1,320' north of Mile 2. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve the Preliminary Plat Approval: Sonoma Ranch Subdivision Phase I, A tract of land containing 22.84 acres of land, being a part or portion of Lot 30-9, West Addition to Sharyland, R-1, Developer: Jason E. Garza, Engineer: Javier Hinojosa Engineering. Motion was seconded by Councilman Vela and approved unanimously 5-0.

27. Preliminary Plat Approval: Sonoma Ranch Subdivision Phase II, A tract of land containing 16.14 acres of land, being a part or portion of Lot 30-9, West Addition to Sharyland, R-1, Developer: Jason E. Garza, Engineer: Javier Hinojosa Engineering - De Luna

On September 18, 2024, the Planning and Zoning Commission held a Public Hearing to consider the Preliminary & Final Plat Approval for Sonoma Ranch Subdivision Phase I. The subject site is located along the east side of Mayberry Road approximately 2,036' north of Mile 2. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve the Preliminary Plat Approval: Sonoma Ranch Subdivision Phase II, A tract of land containing 16.14 acres of land, being a part or portion of Lot 30-9, West Addition to Sharyland, R-1, Developer: Jason E. Garza, Engineer: Javier Hinojosa Engineering. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

28. Approval of Resolution #1919 of the City Council of Mission, Texas, Accepting the Conveyance of Properties to the City from the Mission Economic Development Corporation; authorizing Mayor to execute the General Warranty Deed; and providing an effective date – T. Garcia

On July 24, 2024 the Mission Economic Development Corporation accepted the conveyance of 800 Perkins Avenue and 802 Perkins Avenue. At the same meeting MEDC approved to convey the mentioned properties to the City of Mission.

The Resolution authorized the City to accept the conveyance of all of Lot 4, Block 132, also known as 800 Perkins Avenue, and all of Lot 3, Block 132, Original Townsite of Mission, Hidalgo County, Texas, also known as 802 Perkins Avenue, Mission, Texas. The Mayor was hereby authorized to execute the General Warranty Deed conveying the two tracts of land.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve the Resolution #1919 of the City Council of Mission, Texas, Accepting the Conveyance of Properties to the City from the Mission Economic Development Corporation; authorizing Mayor to execute the General Warranty Deed; and providing an effective date. Motion was seconded by Councilman Vela and approved unanimously 5-0.

RESOLUTION NO. 1919

A RESOLUTION OF THE CITY COUNCIL OF MISSION, TEXAS, ACCEPTING THE CONVEYANCE OF PROPERTIES TO THE CITY FROM THE MISSION ECONOMIC DEVELOPMENT CORPORATION; AUTHORIZING MAYOR TO EXECUTE THE GENERAL WARRANTY DEED; AND PROVIDING AN EFFECTIVE DATE

29. Approval of Resolution #1920 of the City Council for the City of Mission amending Resolution No. 1789 adopting the Public Funds Investment Policy and Strategy – Roman

As per Chapter 2256 of the Texas Government Code, known as “Public Funds Investment Act,” the City was required to adopt the investment policy and strategy on an annual basis through resolution.

There were no changes to the investment policy this fiscal year.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve the Resolution #1920 of the City Council for the City of Mission amending Resolution No. 1789 adopting the Public Funds Investment Policy and Strategy. Motion was seconded by Councilman Vela and approved unanimously 5-0.

RESOLUTION NO. 1920

A RESOLUTION OF THE MISSION CITY COUNCIL AMENDING RESOLUTION No. 1789 AMENDING THE PUBLIC FUNDS INVESTMENT POLICY AND STRATEGY

30. Authorize Staff to Engage Highest Qualified Firm found acceptable in negotiations for Auditing Services and Authorize City Manager to execute contract incident thereto – Roman

On August 12, 2024, City Council authorized staff to solicit Request for Proposals (RFP's) for Auditing Services in accordance with the Texas Professional Services Procurement Act (V.T.C.A., Government Code Section 2254.001). Proposals received were referred to an evaluation committee appointed to review and evaluate on the basis of demonstrated competence and qualifications to perform the services.

Staff received three (3) proposals on August 21, 2024. All proposals were evaluated on set criteria outlined in the RFP.

After an evaluation and assessment of proposals the Evaluation Committee deemed all firms acceptable and qualified to perform auditing services. Staff would engage selected firm in negotiations for fair and reasonable firm fix rates. Based on the evaluation conducted, Burton McCumber & Longoria, LLP was identified as the highest qualified firm and was being recommended by staff for approval. Further, approval of staff recommendation was received from the Internal Audit Committee at its most recent meeting on September 10, 2024.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to Engage Burton McCumber & Longoria, LLP the highest qualified firm found acceptable in negotiations for Auditing Services and authorized the City Manager to execute contract incident thereto. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

31. Acceptance of July 2024 Financial Statements – Roman

July 2024 Unadjusted Financials were presented.

Staff and City Manager recommended approval.

Councilwoman Gerlach moved to accept the July 2024 Financial Statements. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

32. Acceptance of Quarterly Report of Investments for the Quarter ending March 31, 2024 and June 30, 2024 including interest earned. -Roman

Acceptance of quarterly report required by the Public Funds Investment Act Section 2256.023 of the Texas Government Code on the total investments for the quarter ending March 31, 2024 and June 30, 2024. The total increases to investment balances for the period were \$0 and total decreases were \$7,234,025.14, leaving a total of \$8,112,846.83 in outstanding investments for the quarter ending March 31, 2024 and June 30, 2024. The total interest earned on all funds year to date was \$169,221.55.

This report of the City's investment portfolio was in compliance with State Law and the investment strategy and policy approved by the City Council.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to accept the Quarterly Report of Investments for the Quarter ending March 31, 2024 and June 30, 2024 including interest earned. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

33. Approval of Budget Amendment: General, Utility, Solid Waste, Police State Sharing, Police Federal Sharing and Designated Purpose – Roman

Approval of the budget amendments BA 24-12:

General Fund – (\$1,315,000 Revenues/\$912,992 Expenditures) (Net Effect (\$402,008))

Utility Fund – (\$1,400,873 Revenues/\$1,749,500 Expenditures) (Net Effect \$348,627.00)

Solid Waste Fund – (\$54,100 Expenditures)

Police State Sharing Fund – (\$26,129 Revenues)

Police Federal Sharing Fund – (\$169,882 Revenues)

Designated Purpose Fund – (Net Effect \$0.00).

Staff and City Manager recommended approval.

Councilwoman Ortega moved to approve Budget Amendment BA-24-12: General, Utility, Solid Waste, Police State Sharing, Police Federal Sharing and Designated Purpose. Motion was seconded by Councilman Vela and approved, 4-1 with Mayor Pro Tem Plata voting against.

34. Approval of Public Relations and Communications and Media Relations Consulting Services Agreement with KM International at a rate of \$6,750 per month via TIPS Contract - K. Gomez

KM International proposed to provide Public Relations and Communications Consulting Services and Media Relations Consulting Services to the City of Mission, Texas, for a one-year term, with a one year renewal option, at a monthly rate of \$6,750.00. These services would promote and market city news, activities, and accomplishments to the Mission community and beyond. They would also assist in developing and implementing media strategies to ensure ongoing, optimal coverage and will support key initiatives, including the State of the City Address event and website content and development services.

Purchasing and Finance Department recommended denial due to agreement not being budgeted.

City Manager recommended approval.

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

35. Authorization to purchase (2) Mobile Security Surveillance Trailers in the amount of \$116,307.90, via TIPS contract #230105, using FY 2023 Stonegarden grant funds – Torres

Authorization to purchase two (2) Mobile Security Surveillance Trailers from Telepro Communications via TIPS contract #230105. The two (2) Mobile Security Surveillance Trailers would be utilized by our department to monitor heavily populated commercial/residential areas. These two (2) Mobile Security Surveillance Trailers would assist with deterring all burglary of vehicles, auto thefts, and any other common crimes in our heavily populated commercial/residential areas.

Grant funds from FY 2023 Stonegarden grant would be utilized for this purchase.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to purchase (2) Mobile Security Surveillance Trailers in the amount of \$116,307.90, via TIPS contract #230105, using FY 2023 Stonegarden grant funds. Motion was seconded by Councilman Vela and approved unanimously 5-0.

Councilwoman Gerlach stepped out of the meeting at 5:48 p.m.

36. Ratify the purchase of 10x 2025 Chevrolet Tahoes 2WD 4DR PPV in the face value amount of \$1,009,815.60, and approval of 5x 2025 Ram 1500 2WD Crew Cab SSV in the face value amount of \$276,253.00 for units budgeted in the 2025 Fiscal Year, via buyboard contract # 652-21 – Torres

The Mission Police Department was seeking authorization to ratify the purchase of 10x 2025 Chevrolet Tahoes 2WD 4DR PPV and approval of 5x 2025 Ram 1500 2WD Crew Cab SSV for units budgeted in the 2025 Fiscal Year.

Staff and City Manager recommended approval.

Councilwoman Gerlach rejoined the meeting at 5:50 p.m.

Councilwoman Ortega moved to Ratify the purchase of 10x 2025 Chevrolet Tahoes 2WD 4DR PPV in the face value amount of \$1,009,815.60, and approval of 5x 2025 Ram 1500 2WD Crew Cab SSV in the face value amount of \$276,253.00 for units budgeted in the 2025 Fiscal Year, via buyboard contract # 652-21. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

37. Approval of Resolution #1921 authorizing the Mission Police Department to surplus (3) Chevrolet Tahoes police units for donation to Santa Maria ISD – Torres

Staff was seeking authorization to surplus a (1) 2015 Chevrolet Tahoe, (1) 2012 Chevrolet Tahoe, and (1) 2013 Chevrolet Tahoe police units for donation to Santa Maria ISD. The (3) Chevrolet Tahoes police units are currently not being used and have been determined to be of no use to the Mission Police Department.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve Resolution #1921 authorizing the Mission Police Department to surplus (3) Chevrolet Tahoes police units for donation to Santa Maria ISD. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

RESOLUTION NO. 1921

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.

38. Authorization to purchase digital water meters via sole source from Aqua Metric Sales Company – D. Flores

Requesting authorization to purchase digital AMI water meters on an as needed bases via sole source from Aqua Metric Sales Company. Digital Water meters would be used for the installation of new residential and commercial water services throughout the City of Mission.

Staff and City Manager recommended approval.

Councilwoman Gerlach asks if staff had gone out for bids for this product.

Assistant City Manager David Flores stated that they did not because this was a sole source vendor and was the only vendor authorized to sell this product in our region.

Mayor Pro Tem Plata moved to purchase digital water meters via sole source from Aqua Metric Sales Company. Motion was seconded by Councilman Vela and approved unanimously 5-0.

39. Approval of Ordinance # 5554 of the City Council of the City of Mission, Texas Amending Chapter 114, Utilities, Article II, Rates and Charges, Section 114-54 Rates and Charges (c) Water Rate: (1) Water Connection Fee Enumerated Exhibit A of the City of Mission Code of Ordinances revising the Water Rate, Water Connection Fee for AMI Water Meters – D. Flores

Establishing a revised fee schedule for AMI Water Meters for the Water Connection Fee table for water meters. This fee would be for new construction and replacement through attrition for water meters needing to be replaced.

New fee schedule for AMI Water Meters will take affect November 1, 2024.

Mayor Pro Tem Plata asked if the date could be made to be effective on October 1, 2024 to coincide with the start of our fiscal year.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve Ordinance # 5554 of the City Council of the City of Mission, Texas Amending Chapter 114, Utilities, Article II, Rates and Charges, Section 114-54 Rates and Charges (c) Water Rate: (1) Water Connection Fee Enumerated Exhibit A of the City of Mission Code of Ordinances revising the Water Rate, Water Connection Fee for AMI with an effective date of October 1, 2024. Motion was seconded by Councilman Vela and approved unanimously 5-0.

ORDINANCE NO. 5554

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS AMENDING CHAPTER 114, UTILITIES, ARTICLE II RATES AND CHARGES, SECTION 114-54 RATES AND CHARGES (C) WATER RATE: (1) WATER CONNECTION FEE ENUMERATED CITY OF MISSION CODE OF ORDINANCES PROVIDING FOR REVISED WATER RATE, WATER CONNECTION FEE, AMI WATER METERS, EXHIBIT A, AND PROVIDING FOR AN EFFECTIVE DATE

40. Approval of Ordinance # 5555 of the City Council of the City of Mission, Texas Amending Chapter 114, Utilities, Article II, Rates and Charges, Section 114-52 Deposit Required (c) Secondary Residential Water Meter for Irrigation Only Exhibit A of the City of Mission Code of Ordinances revising the special fee for Secondary Residential AMI Water Meter for Irrigation Only – D. Flores

Establishing a revised special fee for Secondary Residential AMI Water Meter for Irrigation Only would be implemented. This fee was only available to homes built prior to January 1, 2024 or for new residential construction at the time of applying for a new water connection. Further, NO Deposit would be required for the secondary meter for irrigation only, provided there was an existing primary water meter. This fee did not include boring or tapping costs. Applicant must be in compliance with Article VI. – Backflow Prevention Devices.

New fees for Secondary Residential AMI Water Meter for Irrigation Only will take affect October 1, 2024.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve Ordinance # 5555 of the City Council of the City of Mission, Texas Amending Chapter 114, Utilities, Article II, Rates and Charges, Section 114-52 Deposit Required (c) Secondary Residential Water Meter for Irrigation Only Exhibit A of the City of Mission Code of Ordinances revising the special fee for Secondary Residential AMI Water Meter for Irrigation Only with an effective date of October 1, 2024. Motion was seconded by Councilman Vela and approved unanimously 5-0.

ORDINANCE NO. 5555

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS AMENDING CHAPTER 114, UTILITIES, ARTICLE II RATES AND CHARGES, SECTION 114-52 DEPOSIT REQUIRED (C) SECONDARY RESIDENTIAL WATER METER FOR IRRIGATION ONLY CITY OF MISSION CODE OF ORDINANCES PROVIDING FOR NEW SECONDARY RESIDENTIAL AMI WATER METER FOR IRRIGATION ONLY EXHIBIT A, AND PROVIDING FOR AN EFFECTIVE DATE

41. Approval of Capital Asset Policy for the City of Mission – A. Garcia

Staff was seeking to formally adopt a capital asset policy apart from the Purchasing Policy. The policy would govern the capitalization threshold and useful life of assets to determine appropriate depreciation and amortization of assets throughout the life of acquired assets. It would also provide a policy for inventorying and tracking capital assets including the introduction of a capital asset acquisition, transfer, and dissolution processes. This policy continued to utilize the existing capitalization threshold of \$5,000 and formalized the capital asset recognition and governance processes for the City of Mission. The policy would take effect on October 1, 2024, of the new fiscal year to ensure a seamless transition during the audit process. Staff recommends approval.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve the Capital Asset Policy for the City of Mission. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

UNFINISHED BUSINESS**42. TABLED 09/09/2024: Rezoning: A 2.44 acre tract of land out of the 7.8 acres out of the Fernandez Strip out of Porcion 52, from (R-2) Duplex-Fourplex Residential to (C-3) General Business, Sandra Tamez, and Adoption of Ordinance# ____ - De Luna**

On September 4, 2024, the Planning and Zoning Commission held a Public Hearing to consider the rezoning request. The subject site was located approximately 1, 660' South of Mile One South Road along the west side of S. Inspiration Road. There was no public opposition during the P&Z Meeting. The board unanimously recommended Approval.

Staff and City Manager recommended denial.

No action was taken on this item and remained on the table.

ROUTINE MATTERS

City Manager Comments - Paint the Bowl of Giving (RGV Food Bank), Tuesday, September 24, 2024 at 6:30 p.m. at Mission Event Center, Fire Prevention Festival (celebrating Fire Prevention week) October 4, 2024 at 6pm at Leo Pena Placita Park, Halloween Spooktacular Festival October 31, 2024 at 6:00 pm at Mission Event Center

City Council Comments – Councilwoman Ortega said she could not believe it was almost Halloween and asked everyone to be Safe. Councilwoman Gerlach wanted to echo Mayor Garza's comments from earlier about the importance of checking your fire alarms regularly as a preventative measure.

Mayor's Comments – No Comments.

At 6:03 p.m., Mayor Pro Tem Plata moved to convene into Executive Session. Motion was seconded by Councilman Vela and approved unanimously 5-0.

Councilman Vela stepped out of executive session at 7:34 p.m.

EXECUTIVE SESSION

Upon conclusion of Executive Session at 7:42 p.m., Mayor Pro Tem Plata moved to reconvene the regular meeting. Motion was seconded by Councilwoman Ortega and approved unanimously 4-0.

1. Closed session pursuant to Tex. Gov't Code Section 551.074 (Personnel Matters) Evaluation of City Manager relating to goals and objectives

No Action.

2. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney) related to Black Diamond Developers, LP and CCC Operations, LLC v. City of Mission, Cause No. C-5276-23-D.

Councilwoman Gerlach moved to proceed as discussed in executive session. Motion was seconded by Councilwoman Ortega and approved 3-0 with Councilman Plata abstaining.

3. Closed session pursuant to Tex. Gov't Code Sections 551.071 (Consultation with Attorney) and 551.072 (Deliberation Regarding Real Property), relating to 2.332 acres of land situated in Hidalgo County Texas, and being out of a canal right of way located between Lots 216 and 226 - John H. Shary Subdivision.

Mayor Pro Tem Plata moved to proceed as discussed in executive session. Motion was seconded by Councilwoman Ortega and approved unanimously 4-0.

ADJOURNMENT

At 7:45 p.m., Mayor Pro Tem Plata moved for adjournment. Motion was seconded by Councilwoman Gerlach and approved unanimously 4-0.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024

PRESENTED BY: Mike R. Perez, City Manager

AGENDA ITEM: Acknowledge Receipt of Minutes – Perez
 Speer Memorial Library Board – June 18, 2024
 Youth Advocacy Advisory Board – August 20, 2024
 Boys & Girls Club Board of Directors – August 20, 2024
 Mission Redevelopment Authority – July 23, 2024, August 29, 2024
 Mission Tax Increment Reinvestment Zone – August 29, 2024
 Mission Economic Development Corporation – August 28, 2024
 Citizen’s Advisory Committee – August 27, 2024

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 *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

SPEER MEMORIAL LIBRARY BOARD

The Speer Memorial Library Board met for its regularly scheduled meeting on June 18, 2024, at Speer Memorial Library.

A. Call to order

The Meeting was called to order by Cynthia Leon at 5:18 p.m.

Attendance was taken.

Present:

Elizabeth Garza
Cynthia Leon
Perri Ann Huntley
Lina Cruz

Absent:

Mayra Rocha
Rose Mary Gallager
Beth Blanton

Library Staff Present:

Yenni Espinoza, Library Director

1. Approval/Disapproval of Absences

All absences for the March 19, 2024, meeting had no action taken.

2. Board Minutes

Elizabeth Garza moved to approve the minutes as presented for the March 19, 2024, Speer Memorial Library Board Meeting. Perri Ann Huntley seconded the motion and the motion passed unanimously.

3. Treasurer's Report

Perri Ann Huntley stated that the current balances in both the Breyfogle and MacDonald accounts, with activity as of October 14, 2022, were attached for review. She stated that the MacDonald account has a balance of \$27,476.62 and the Breyfogle account has a balance of \$6,811.75. The treasurer's report will be filed for audit.

B. Routine Business

4. HCLS

Yenni Espinoza, Library Director reported HCLS meetings information: She mentioned that the libraries changed platforms from Navigator to ShareIT for items to be lent out to other libraries from local and out of state. They had been looking into moving from the TLC system of checking in and checking out books in the catalog/collection database into a new system in November or by the end of December. They just got their Interlocal Agreement per each library to be added into their part of the county system platform and for their reimbursement.

5. Librarian's Report

Yenni Espinoza presented the Board members with the monthly reports for the months of March up to today. Yenni Espinoza reported on the numerous library activities held for the Summer Reading Pogrom for each department, which included The Children's Department had Movies on Mondays, Arts & Crafts on Tuesdays, Toddler Time on Wednesdays, Thursdays they have Cooking with Kids, and on Fridays they have Storytime.

The Teen Department programming for the summer they hosted different Video Game Tournaments throughout the summer. They also had craft events and movie nights throughout every month. On Wednesdays, the teen department focuses on programming anime and manga for crafts, movies, and learning Japanese.

Yenni stated that the Book Club had their usual meetings throughout the months when they had book discussions on books. The Reference Department also hosted for this summer a Rocks Painting classes on Tuesdays at 10 am, Chess and Checkers on Thursdays at 10 am, and Movies once a month on a Saturday at 2 pm. Yenni Espinoza finalized the librarian's report.

C. Any Discussion or Action on Board Items -

D. Unfinished Business –

6. MLS Reimbursement –

Yenni presented to the board Ms. Magaly Garcia's semester grades and invoice for \$1,832.26 for her second semester towards getting her MLS for approval to use the Breyfogle account to award her grant monies for the semester she passed. Lina Cruz made a motion to reimburse Magaly Garcia for the expenses for her Master classes this semester from the Breyfogle account. Elizabeth Garza seconded the motion and the motion passed unanimously.

E. New Business – None

F. Announcements or Remarks

Certificate of Filing:

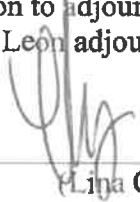
The reinstatement for the Friends of the Speer Memorial Library from the Texas Controller has been cleared to be in business.

The next Speer Memorial Library Board meeting is tentatively scheduled for September 17, 2024, at 5:00 p.m.

G. Adjournment

Elizabeth Garza made a motion to adjourn the meeting and Lina Cruz seconded the motion which passed unanimously. Cynthia Leon adjourned the meeting at 6:20 p.m.

Library Board Secretary _____



(Lina Cantu Cruz)

Date 08/01/2024



BOYS AND GIRLS CLUB OF MISSION

Minutes of the Boys and Girls Club Mission
 Youth Advocacy Advisory Board Meeting, August 20th, 2024

The Youth Advocacy Advisory Board of the Boys and Girls Club of Mission held a regularly scheduled meeting on Tuesday, August 20th, 2024 at 12:30 p.m. at the Main Unit of the Boys and Girls Club Mission

Board Members Present:

Henry Rodriguez	Rebecca Lopez
Sergio Cruz	Peter Geddes
Christine Barrera	Scott Meyer
Aimee Ortega	Jennifer Lee Venecia

Board Members Absent:

Jesus Garcia

BGCM Staff:

Rick Venecia
 Xavier Sanchez
 Sujei Rodriguez
 Edgar Villarreal

Guests:

Christian Garza
 Katia Alaniz

I. Call to Order

H. Rodriguez called the meeting to order at 12:44 p.m.

II. Approval of Minutes for the June 11th, 2024 Meeting

After a brief review, a motion was made by S. Cruz to approve the minutes for the May 21st, 2024 Board Meeting; the motion was seconded by J. Venecia; the motion carried unanimously.

III. Citizen Participation

No citizens participated . . .

IV. Director's/Program's Report

R. Venecia stated that the Summer Program did very well. He complemented the Mission CISD Transportation Department for doing an outstanding job with our special activities to various locations this summer. He also emphasized that Summer Staff did an excellent job in their duties and couldn't have asked for a better group. Mr. Venecia also informed the Board that the Club's After-School programs will be starting August 26th.

V. Programs Report

Please see Director's Report . . .

VI. Athletics Report

E. Villarreal reported for the Athletic Department. He reported that the Baseball/Softball leagues went very smoothly. The season ended with little concerns and the parents/coaches were satisfied with the results of the standings. He furthermore informed the Board that Volleyball and Flag Football numbers have been increasing and he would have more definite numbers once registration has ended.

Continue . . .

VII. Grants Report

R. Venecia reported to the Board the current number of grants that the Club has been able to secure. He also added the monetary amounts associated with the grants and which grants have expired. Mr. Venecia also shared with the Board that all new grants will go directly into 501C3 accounts. This led to some discussion and all concerns were addressed.

VIII. Chairperson Comments

H. Rodriguez stated that he had no announcements at this time . . .

IX. Adjournment

After a brief discussion, H. Rodriguez entertained a motion to adjourn this portion of the Advisory Board meeting. A motion was made by R. Reyna; the motion was seconded by N. Ortiz; the motion passed unanimously. Adjournment time was 12:56 p.m.

Minutes of the Boys and Girls Club Mission Board of Directors' Regularly Scheduled Meeting, August 20th 2024

The Board of Directors of the Boys and Girls Club of Mission held a regularly scheduled meeting on Tuesday, August 20th, 2024, 12:30 p.m. at the Main Unit of the Boys and Girls Club Mission

I. Call to Order

H. Rodriguez called the meeting to order at 12:57 p.m.

II. Approval of 501c3 Minutes for June 11th, 2024 Meeting

After a brief review, a motion was made by P. Geddes to approve the minutes for the June 11th, 2024 501c3 meeting; the motion was seconded by C. Barrera; the motion carried forward unanimously.

III. 501C3 Financial Report

Christian Garza and Katia Alaniz represented the Finance Department for the City of Mission to review with the Board the 501c3 financial standings. Mr. Garza reviewed with the Board the expenditures, expenses and reconciliations for the month of June. The June Financial Statements were discussed and several questions were entertained. After a brief discussion, a motion was made by S. Cruz to approve the financial packet for the month of June; the motion was seconded by C. Barrera; the motion carried forward unanimously.

(Financial Packet for the months of June is attached)

IV. Advanced Leadership Program

R. Venecia announced to the Board that a Leadership Conference hosted by the Boys and Girls Club of America will be held in Corpus Christi. He asked the Board if any of them may be interested in attending. He also told the Board he would forward more information to them shortly (Informational flyer is attached).

V. Government Advocacy Plan

R. Venecia asked the Board to consider filling-out a survey sponsored by the Boys and Girls Club of America. The survey is part of a federal grant that will provide specialized equipment and material for various Clubs throughout the state. He also mentioned that the grant could also provide funding for additional staff members as well. He emphasized the importance of fill-out the survey as soon as possible. He would forward the link to the Board so that they could start with the survey (Advocacy Planning Packet is attached to this packet).

VI. MEDC

R. Venecia informed the Board that the Mission Economic Development Council (MEDC) will be donating a check to the Club for \$11,000.00. He asked the Board if anyone would be able to be there during the ceremony to receive the check on behalf of the Club. He would talk to members of the Board with the details . . .

Continued . . .

VII. AmeriCorp Host Fee

R. Venecia explained to the Board the agreement with the AmeriCorp program and our five staff members. He stated that the Club would have to pay for the services for the following year. He asked the Board for the Money from 501C3 funds; the cost would be \$7,500.00. After a brief discussion, a motion was made by S. Cruz to approve \$7,500.00 for the AmeriCorp Host Program fee; the motion was seconded by S. Meyers; the motion passed unanimously.
(AmeriCorp Host Site Fee attached)

VIII. Announcements

R. Venecia announced to the Board his intentions to find a health professional who can address health issues to the community. He stressed heart issues but any topics could be entertained. He also mentioned that the Club would be recruiting UTRGV students. The students would be volunteers who would help in the After-School programs as tutors. Mr. Venecia also announced that he would be the Keynote speaker for the Adolescent Youth Program to be held in the Mission Event Center. More information to be forthcoming . . .

IX. Adjournment

After a brief discussion, H. Rodriguez entertained a motion to adjourn the meeting. A motion was made by R. Lopez to adjourn the 501C3 meeting; the motion was seconded by S. Cruz; the motion passed unanimously. Adjournment time was 1:33 p.m.



Xavier Sanchez
Operations Administrator

Sergio Cruz
BGCM Board Secretary

**Mission Redevelopment Authority
Board of Directors Meeting
July 23, 2024**

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, by teleconference and in person, on July 23, 2024, 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
Efrain Reyna Jr.
Hector Moreno
Ricardo A. Perez
Dennis Burleson

All the above were present except Director Moreno. Participating via Zoom teleconference were Sanjay Bapat, Vidal Roman, Armando Sandoval, Cristian Garza, Ezeiza Garcia, Matt Wilson, and Frances Blake. Participating in person were J.P. Terrazas, Julio Cerda, Orlando Navarro, Abel Bocanegra, Laura Warren, Aldo Perez, Crystal Chávez, Mayor Norie Gonzalez Garza, Joe Salazar, Damien D. Tijerina, Raul Garcia, Dolly Elizondo Mike Perez, Ruben James de Jesús, Interim Executive Director Teclo J. Garcia, and Judy Vega.

1. Call Meeting to Order at 4:02 PM.

Chairman Martin Garza opened the meeting with a welcome to all.

2 Citizen's Participation: None.

3. Tabled 6/25/2024: Approve minutes of May 30, 2024 and Special Meeting of June 17, 2024 of the Redevelopment Authority.

Upon a motion duly made by Secretary Aissa I. Garza and seconded by Director Reyna, the Board unanimously voted to bring this item off the table.

There being no corrections or additions, upon a motion duly made by Director Perez and seconded by Secretary Aissa I. Garza, the Board unanimously approved both sets of minutes as presented.

4. Approve minutes: Regular meeting of June 25, 2024, of the Mission Redevelopment Authority

There being no corrections or additions upon a motion duly made by Secretary Aissa I. Garza and seconded by Director Perez, the Board unanimously approved the minutes of June 25, 2024 as presented.

At 4:10 PM, Chairman Martin Garza, announced that the Mission Redevelopment Authority Board would convene in closed session.

5. Executive Session Pursuant to V.T.C.A. Gov't Code Sections 551.071 and 551.072 Consultation with Attorney regarding:

- A. Deliberation and possible action regarding real property.**
- B. 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 Int. Executive Director as to potential project(s).**

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

At 5:11 PM, Chairman Martin Garza announced that the Mission Redevelopment Authority Board would convene in open session. Upon a motion duly made by Director Burleson and seconded by Director Reyna, the Board unanimously voted to convene in open session. No action was taken.

The Board addressed item #6 before Item #5 during the meeting.

6. Discuss and take appropriate action related to updating TIRZ #1 project and financing plan.

Int. Exec. Director Tecló J. Garcia mentioned that we needed to go out and seek proposals for a consultant to update the project list and finance plan for TIRZ #1. Questions were asked related to how proposals were being solicited, what's a cap amount on services, and on how long it would take to engage a consultant. Mr. Garcia said it would take longer to engage a consultant if he went out for RFQ's and mentioned that he knew several good firms that can create a finance plan and project updates, that he can engage rather quickly. In reference to the cost, he said he has worked with some of the firms he will be contacting and that he will make a valued judgement on what the cost would be. Chairman Martin Garza recommended that Mr. Garcia solicit and evaluate proposals with staff, then bring his recommendation to the Board for approval.

Upon a motion duly made by Director Perez and seconded by Secretary Aissa I. Garza, the Board unanimously authorized Int. Exec. Director Tecló J. Garcia, to solicit consulting services from qualified firms to update the TIRZ #1 project and finance plan, and to bring back to the Board his recommendation for approval.

7. Discussion and possible action to authorize the Interim Executive Director to solicit consultants to assist in updating the TIRZ #1 project and finance plans, as well as initiating the creation of a TIRZ #2, including the development of comprehensive project and finance plans and fulfillment of all necessary requirements to establish the new zone.

Mr. Garcia said that the first part of this item was taken up during item #6. In relation to the creation of a TIRZ #2, Mr. Garcia said that Mission City Council, as the government unit, creates TIRZ's, so Mission City Council will need to create it. No action was taken.

8. Acceptance of Project Reports:

Chairman Martin Garza recognized Ruben James de Jesus with Melden & Hunt Inc. (M&H) to report on the **Tierra Dorada Sanitary Sewer Improvements Project**. This project involves the design to eliminate existing Lift Stations No. 13 and 14 within Tierra Dorada Subdivision and construct a new proposed lift station to reroute sewer discharge into existing sanitary sewer trunkline along Los Ebanos Road. Mr. de Jesus said that the contractor, RDH, has completed 80% of the forcemain. They will begin mobilizing on the gravity line by the end of this week.

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

Chairman Martin Garza recognized Mr. de Jesus with M&H to report on the **Inspiration Road Trunklines (Sanitary Sewer Master Plan)**. This project ties in with the Tierra Dorada Sanitary Sewer Improvements Project. It involves the rerouting of Lift Station #10, located on Mile 2 & FM 495 to AGUA SUD lift station located on FM 364 by force main. Approximately 2 million gallons per day (MGD) of sewer flows will be alleviated from the Inspiration Road trunkline. Mr. de Jesus recapped from last month's report where he said that discussions were taking place with AGUA SUD's general manager related to pass-through sewage rates, and said that AGUA SUD will review proposed rates. Their concerns continue to be electrical usage at their lift stations. Comparison of the established rates between the City of Mission and AGUA SUD will be compared to the electrical cost and depreciation of pumps at the three downstream lift stations. Mr. de Jesus said that AGUA SUD will perform an analysis of the costs and come back to M&H with their findings. He mentioned that another possible alternative is to use AGUA SUD's easement to the south of Mile 1, which goes all the way to the water plant. Mr. de Jesus will be looking at cost comparisons to the current project and possibly doing a gravity line in that easement. He is currently working on a site plan describing the widths and placement of the easement as an alternative, which he will present at the next Board meeting. No further comments were made.

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

Chairman Martin Garza recognized Mr. de Jesus with M&H to report on the **Walsh Road Expansion Project**. This project involves the design and survey to expand the road from Perez St. to Frontage Rd., approximately $\frac{3}{4}$ of a mile. The improvements consist of a paved 32-foot back-to-back curb street section with proposed drainage improvements. Mr. de Jesus mentioned that this project's design is 60% completed and said that the survey on the ROW has been completed. His firm is waiting for appraisals for the ROW so they can begin negotiations on parcel acquisition with property owners.

Upon a motion duly made by Vice Chairman Chapa and seconded by Secretary Aissa I. Garza, the Board unanimously accepted the Walsh Road Expansion Reports as presented.

Chairman Martin Garza recognized Damien D. Tijerina with L&G Engineering to report on the **Inspiration Rd./Military Parkway Loop Ph. II and III**. On **Phase II**, the design phase of the project, Mr. Tijerina said that 95% of the design submittal should be completed by the end of this month. An internal review of the project is being conducted and comments, if any, are being addressed at this time.

Phase III consists of ROW acquisition. Mr. Tijerina said that regarding the re-evaluation of the model, the firm did not want to update it until United Irrigation District approved it. The firm has since received a preliminary approval and comments from them and the model was resubmitted for approval last week. Once approval is received, the firm will move forward with affected property owners to remove the ditch from the property. Mr. Tijerina said that his firm had received 28 parcel appraisals out of 47 and that they are being reviewed by a second appraiser. They continue to work with the remaining parcels. This project is 23.1% complete.

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

Chairman Martin Garza recognized Orlando Navarro with Killam Development to report on **Killam Development's** El Milagro Phase I Project. Mr. Navarro mentioned that since it has rained significantly this past few weeks, Killam Development has been working on getting the streets back on track and starting asphalt paving. No further comments were made.

Upon a motion duly made by Secretary Aissa I. Garza and seconded by Director Reyna, the Board unanimously accepted Killam Development's El Milagro Phase I report as presented.

Chairman Martin Garza recognized Crystal Chavez with The Warren Group (TWG) to report on the **Fire & Police Sub-Station #6**. Ms. Chavez asked the Board to disregard the report in their packets while passing out an updated version. She stated that a walk-through was conducted last week on Friday, July 19, 2024 and that the project is substantially complete. Laura Warren, Architect with The Warren Group, mentioned that last week significant changes took place that it was necessary to bring an updated report of the project at this meeting. Ms. Chavez said that pending items from last month related to repairs on the millwork, leaks, and a final cleanup has been completed. A mini split at one of the IT closets is currently up for repair. She mentioned that trap primers are being installed today as per Gerlach Construction. Ms. Chavez reported that she had met with Int. Exec. Director Teclo Garcia to bring him up to date on the project from beginning to the present, and committed to provide him with the project's timeline to date. Laura Warren, Architect with TWG mentioned that she issued a Notice of Intent of Lien with Gerlach Construction (GC) via email, regular and certified mail on behalf of the City of Mission. Ms. Warren followed up with GC and executed a follow-up punch list. She mentioned that not all items on the previously issued punch list have been completed, but that the building is now substantially completed. A Certificate of Substantial Completion dated July 19, 2024 has been prepared. Ms. Warren mentioned cost estimates of work to be completed and liquidated damages as listed in the Cert. of Substantial Completion, a total of \$\$169,600. Secretary Aissa I. Garza

requested that an agenda item in executive session is placed in next month's agenda related to these damages.

Upon a motion duly made by Director Reyna and seconded by Director Burleson, the Board unanimously accepted the Fire & Police Sub-Station #6 as presented.

Chairman Martin Garza recognized Assistant City Manager J.P. Terrazas to report on the **1st Street Extension (Dragonfly 6265 LLC)**. This project is in the vicinity of Glasscock & Shary Road and involves connectivity through 1st Street, which is perpendicular to Hoerner Street. The contractor is Riverside Contractors. Mr. Terrazas welcomed Developer Dolly Elizondo with Dragonfly 6265 LLC, to provide a report on this project. Ms. Elizondo mentioned that drainage has been connected and that the project is 90%-95% complete on the lift station and all that's needed is the wet well, which will be installed next week. Once that is done, the project will be 100% complete. Ms. Elizondo said that there is 100 ft. of the road that connects Glasscock and Shary Road that still needs to be completed. The site plan for this connection is in the approval process at the City of Mission's Planning Dept.

Upon a motion duly made by Director Perez and seconded by Vice Chairman Chapa, the Board unanimously accepted the report for 1st Street Extension (Dragonfly 6265 LLC) as presented.

Chairman Martin Garza recognized Raul Garcia, P.E., with Halff Associates to report on the **Hoerner Street Project**. Total engineering costs for this project is \$98,000.00. In the absence of Romeo Barrera, Mr. Garcia reported that a 60% of the set of plans were submitted to the City of Mission for their review and are currently addressing comments. Mr. Garcia said he is coordinating with Developer Dolly Elizondo regarding connectivity of 1st Street since they are ahead of them. He is also coordinating with United Irrigation District on irrigation lines that services Dr. Pechero's property line. No further comments were made.

Upon a motion duly made by Director Perez and seconded by Vice Chairman Chapa, the Board accepted the Hoerner Street Project report as presented.

Chairman Martin Garza recognized Julio Cerda, P.E., with South Texas Infrastructure Group LLC, to present the **Anzalduas Industrial Park Phase I Subdivision Project**. Mr. Cerda handed out a set of plans for the Board's review. He said that although it has rained, the contractor was able to exchange the storm sewer line from a 36" to a 42", since they are planning on increasing the size of the industrial park. The firm is currently working on Phase II as well, which is on the west side of Bryan Road. They have also began to install the gravity line. No further comments were made.

Upon a motion duly made by Vice Chairman Chapa and seconded by Director Perez, the Board unanimously accepted the Anzalduas Industrial Park Phase I Subdivision project report as presented.

9. Discussion and possible action related to the approval of flood insurance proposal for the TIRZ building located at 1301 E. 8th Street, Mission, from HUB International.

Mr. Garcia informed the Board that staff has been asked to seek proposals for flood insurance for the building owned by TIRZ. After soliciting proposal, two were received. While the amounts are comparable, a third company suggested that we consider the provider we have previously worked with. Mr. Garcia recommends that we proceed with HUB International, as they currently provide our Directors & Officers Commercial Insurance as well as property insurance for this building. Their proposal is \$885.00 for an annual flood insurance premium.

Upon a motion duly made by Director Perez and seconded by Director Burleson, the Board unanimously the approval of a flood insurance proposal for the TIRZ building located at 1301 E. 8th Street, Mission, from HUB International in the amount of \$885.00 for an annual premium.

10. Discussion related to the Authority's preliminary FY 2024-2025 budget.

Mr. Garcia said this item was not for action and that he was presenting it for review. He said there is still work to be done on the budget as some items need to be analyzed, but that he plans to present it for approval at next month's meeting. Secretary Aissa I. Garza requested that the budget is sent to her in excel. Chairman Martin Garza asked about any line items that needed significant changes. Mr. Garcia mentioned that this budget did not have a marketing line item and that he would like to add one specifically for running newspaper advertisements that highlight projects completed or funded by the TIRZ. This will help provide credit for initiatives this Board has undertaken. Mr. Garcia also mentioned that he'd like to increase budget amounts for professional services and legal services. Director Perez requested a project list for the \$28M bond the Authority's acquired in September. No action was taken.

11. Discussion and possible action for the acceptance of General Fund, Capital Fund, and Debt Service Investment Reports for quarter ending June 30, 2024.

Financial Officer Joe Salazar presented and recommended approval of the General Fund, Capital Fund, and Debt Service Investment Reports for quarter ending June 30, 2024.

There being no changes or additions, upon a motion duly made by Vice Chairman Chapa and seconded by Director Reyna, the Board unanimously approved the General Fund, Capital Fund and Debt Fund Service Investment Report for the quarter ended June 30, 2024 as presented.

12. Acceptance of Financial Report for June 2024.

Investment Officer Joe Salazar presented and recommended acceptance of the Financial Report for June 2024.

There being no corrections or additions, upon a motion duly made by Secretary Aissa I. Garza and seconded by Director Reyna, the Board unanimously accepted the Financial Report for June 2024 as presented.

11. Approval of invoices for July 2024.

Financial Officer Joe Salazar presented and recommended approval of all invoices for the month of July 2024. He called attention to Invoice #292 from the City of Mission, in the amount of \$32,184.15, related to the Police & Fire Substation #6. Mr. Salazar said that the amount was due to an invoice submitted by The Warren Group Architects, an amount that was not included in the original reimbursement agreement. Mr. Terrazas said it was for 7% of the construction costs that was not included in the agreement. The City of Mission paid it and it is reimbursable. An amendment to the reimbursement agreement between the City and TIRZ may be presented later.

Upon a motion duly made by Director Reyna and seconded by Director Perez, the Board unanimously approved all invoices for the month of July 2024.

12. Adjournment

As there was no further business for the board to consider, upon a motion made by Director Reyna, and seconded by Director Perez, the Board unanimously voted to adjourn the meeting at 6:08 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 29, 2024**

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, by teleconference and in person, on August 29, 2024, 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
Efrain Reyna Jr.
Hector Moreno
Ricardo A. Perez
Dennis Burleson

All the above participated in person with Director Ricardo A. Perez participating via Zoom. Also participating via Zoom teleconference were Vidal Roman, Cristian Garza, Ezeiza Garcia, and Frances Blake. Participating in person were Sanjay Bapat, J.P. Terrazas, Orlando Navarro, Crystal Chávez, Mayor Norie Gonzalez Garza, Joe Salazar, Damien D. Tijerina, Mike Perez, Ruben James de Jesús, Romeo Barrera, Interim Executive Director Tecló J. Garcia, and Judy Vega.

Note: The agenda was adjusted during this meeting to prioritize certain items. Consequently, the recorded times may not align with the usual sequence.

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

Chairman Martin Garza opened the meeting with a welcome to all.

2 Citizen's Participation: None.

Director Reyna noted that the meeting minutes for July 23, 2024 were not on the agenda for approval but requested that they are included in next month's meeting. The request was noted.

The Board addressed **Item #4, Acceptance of Project Reports**, ahead of **Item #3** during the meeting.

At **4:36 PM**, Chairman Martin Garza announced that the Mission Redevelopment Authority Board would convene in closed session. Upon a motion duly made by Director Burleson and seconded by Director Reyna, the Board unanimously voted to convene in closed session.

3. Executive Session Pursuant to V.T.C.A. Gov't Code Section 551.071 Section 551.072, Section 551.074, and Section 551.087.

Consultation with Attorney regarding:

- A. Deliberation regarding real property.**
- B. Deliberation regarding economic development negotiations or projects including, but not limited to the following: Report from Int. Exec. Director as to potential project(s).**
- C. Discussion related to the PD & Fire Substation #6 Project.**
- D. Deliberation regarding the evaluation of Interim Executive Director.**

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

Director Perez left the Zoom teleconference meeting at 4:57 PM.

Director Perez joined the Zoom teleconference meeting at 5:24 PM.

Secretary Aissa I. Garza left the meeting at 5:39 PM.

At **6:11 PM**, Chairman Martin Garza announced that the Mission Redevelopment Authority Board would be reconvening in open session. Upon a motion duly made by Director Chapa and being seconded by Director Reyna, the Board unanimously voted to reconvene in open session.

Motions:

Item 3-A: Deliberation regarding real property – No action.

Item 3-B: Report from Int. Exec. Director as to potential project(s) – No action.

* While no action was taken on this item, a follow-up will occur during the Budget (Item #7) further down on the agenda. This will include a proposed \$300,000 allocation for a Bike Trail Project in collaboration with Hidalgo County.

Item 3-C: Discussion related to the PD & Fire Substation #6 Project – No action.

Item 3-D: Deliberation regarding the evaluation of Interim Executive Director –

* While no action was taken on this item, a follow-up will occur during the Budget (Item #7) further down on the agenda. This follow-up will include a \$24,000 increase for Administrative Fees between the City of Mission and the Authority.

Director Perez left the Zoom teleconference meeting at 6:15 PM.

Director Perez joined the Zoom teleconference meeting at 6:22 PM.

Director Reyna left the meeting at 6:30 PM.

4. Acceptance of Project Reports:

Chairman Martin Garza recognized Ruben James de Jesus with Melden & Hunt Inc. (M&H) to report on the **Tierra Dorada Sanitary Sewer Improvements Project**. This project involves the design to eliminate existing Lift Stations No. 13 and 14 within Tierra Dorada Subdivision and construct a new proposed lift station to reroute sewer discharge into existing sanitary sewer

trunkline along Los Ebanos Road. Mr. de Jesus reported that 95% of the forcemain installation has been completed. RDH Contractors has mobilized on the gravity line portion of the project and is currently preparing the site along the ditch for installation of the pipe. The contractor should be mobilizing on the wet well next week. Mr. de Jesus provided some images on the project's progress for the Board's review.

Upon a motion duly made by Director Reyna and seconded by Vice Chair Chapa, the Board unanimously accepted the Tierra Dorada Sanitary Sewer Improvements Project as presented.

Chairman Martin Garza recognized Mr. de Jesus with M&H to report on the **Inspiration Road Trunklines (Sanitary Sewer Master Plan)**. This project ties in with the Tierra Dorada Sanitary Sewer Improvements Project. It involves the rerouting of Lift Station #10, located on Mile 2 & FM 495 to AGUA SUD lift station located on FM 364 by force main. Approximately 2 million gallons per day (MGD) of sewer flows will be alleviated from the Inspiration Road trunkline. Mr. de Jesus recapped from last month's report where he said that discussions continue taking place with AGUA SUD's general manager on pass-through sewage rates. Their concerns continue to be electrical usage at their lift stations. Comparison of the established rates between the City of Mission and AGUA SUD will be compared to the electrical cost and depreciation of pumps at the three downstream lift stations. Mr. de Jesus said an alternative project will be analyzed using an existing AGUA SUD easement. One alternative will be installing a gravity line parallel to the existing gravity line running to the Waste Water Treatment Plant; however, Mr. de Jesus mentioned that the better alternative would be the rerouting, since it would be the best cost-effective option. He shared comparable figures to show alternative costs. The rerouting would involve running a 24" line that would connect to the easement that AGUA SUD is willing to share, which will serve as a gravity line parallel to the existing gravity line, allowing more capacity. This option continues to be analyzed and Mr. de Jesus plans on bringing it back to the Board for final approval later. No further comments were made.

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

Chairman Martin Garza recognized Mr. de Jesus with M&H to report on the **Walsh Road Expansion Project**. This project involves the design and survey to expand the road from Perez St. to Frontage Rd., approximately $\frac{3}{4}$ of a mile. Mr. de Jesus provided a handout of a draft ROW appraisal of \$306,600.00, which is within the \$400,000.00 the budget. Mr. de Jesus said that he is in negotiations with the property owner related to the parcel acquisition for either an agreement to donate the property or to pay a share of the costs. The proposed project will consist of a 60-ft ROW, or about 2.19 acres, with a 36-ft back-to-back curb section. Plans are currently 60% complete. Once estimates on improvements are in, he will be sharing them with the owner so he can evaluate the benefit in value this property will be to him once improvements are completed. End of report.

Upon a motion duly made by Director Burleson and seconded by Director Reyna, the Board unanimously accepted the Walsh Road Expansion Reports as presented.

Chairman Martin Garza recognized Damien D. Tijerina with L&G Engineering to report on the **Inspiration Rd./Military Parkway Loop Ph. II and III Projects. On Phase II**, Mr. Tijerina said that 95% of the design was being reviewed by TxDOT. He noted that the City of Mission has prepared a letter of request to the Rio Grande Valley MPO that this project is divided into two separate projects. Section I, which will run from Inspiration Road to Veterans Cemetery, will need to go into construction in 2026. The second project, Section II, will be Military Parkway, which will be constructed from East of Schuerbach Road to FM 1016 (Conway Ave.). Construction for Section II is anticipated to begin in 2027. This separation of project limits will allow the City of Mission to accelerate construction of the first section of the corridor. Mr. Tijerina said that Phase II was originally a one loop project, but the city wants to divide it into two separate construction projects, Inspiration Road and Military Parkway. Secretary Aissa I. Garza asked if there will be a change in costs. Mr. Tijerina said yes, in the form of change orders, but estimates have not been determined. She recommended that the projects be treated separately when preparing reimbursement agreements. The Authority's legal counsel Sanjay Bapat suggested that these projects are discussed with the Authority's auditors in order to find out how to treat them since there are Reimbursement Agreements already in place. Splitting them into two by either amending or rescinding the agreements will create cost issues for each project. Chairman Garza recommended that we contact the Authority's auditors and pose some of the questions being asked today. No further comments were made.

Phase III consists of ROW acquisition. No significant change has happened related to ROW acquisition from last month's report and Mr. Tijerina reported that L&G continues to move forward with negotiations with affected property owners. The firm has received 27 parcel appraisals out of 47. They continue to work with the remaining parcels. This project is 23.1% complete.

Upon a motion duly made by Secretary Aissa I. Garza and being seconded by Director Reyna, the Board unanimously accepted the Inspiration Road/Military Parkway Loop Phases II & III reports as presented.

Chairman Martin Garza recognized Orlando Navarro with Killam Development to report on Killam Development's **El Milagro Phase I Project**. Mr. Navarro mentioned that they are back on track after rainy days and said that they are patching things up, trenching has been cleared up, concrete is being poured and streets are getting paved. Underground improvements are underway. He expects this project to be completed by late October 2024. Mr. Navarro mentioned that 85% of TIRZ reimbursable expenses have been accounted for this project. No further comments were made.

Int. Exec. Director Tecló Garcia proposed a future Board tour of the El Milagro Phase I's development to see its progress.

Upon a motion duly made by Director Chapa and seconded by Director Reyna, the Board unanimously accepted Killam Development's El Milagro Phase I report as presented.

Chairman Martin Garza recognized Assistant City Manager J.P. Terrazas to report on the **1st Street Extension (Dragonfly 6265 LLC)**. This project is in the vicinity of Glasscock & Shary Road and involves connectivity through 1st Street, which is perpendicular to Hoerner Street. The contractor is Riverside Contractors. In the absence of Developer Dolly Elizondo, Mr. Terrazas provided a report on this project and mentioned that Riverside Contractors are ready to install the lift station; however, they've encountered issues with a water table which they're having a hard time draining to prepare the well for the lift station. Paving of the street should begin in September 2024 as well as the widening of Glasscock Street for egress and regress of the subdivision.

Upon a motion duly made by Director Burlison and seconded by Vice Chairman Chapa, the Board unanimously accepted the report for 1st Street Extension (Dragonfly 6265 LLC) as presented.

Chairman Martin Garza recognized Romeo Barrera, P.E., with Halff Associates to report on the **Hoerner Street Project**. Total engineering costs for this project is \$98,000.00. Mr. Barrera reported that United Irrigation District provided direction for a proposed irrigation line. The proposed irrigation stub-out towards the west that was originally called out in the exhibit just south of the west end of Selena Rd/E. 1st Street is not needed since that tract has now been developed as Las Esperanzas Subdivision. An irrigation stub-out under the proposed Hoerner Road extension will be required towards the west from the existing standpipe just north of where Hoerner Rd currently ends and intersects with the Home Depot's drive. Civil Engineering Design: Halff will be finalizing the 90% plans per the comments received by the City of Mission and United Irrigation District then resubmit the plans for review. End of report.

Upon a motion duly made by Vice Chairman Chapa, and being seconded by Director Moreno, the Board accepted the Hoerner Street Project report as presented.

Chairman Martin Garza recognized Julio Cerda, P.E., with South Texas Infrastructure Group LLC, to present the **Anzalduas Industrial Park Phase I Subdivision Project**. Mr. Cerda handed out a set of plans for the Board's review. As of August 21, 2024, weather conditions have improved, and he reported that the sanitary sewer distribution system is 100% complete. The water distribution system is 75% complete. The remaining 25% is paused due to discussions with the city regarding the potential upgrading of the waterline, which would involve increasing its size from 8" to 12". This upgrade is necessary to ensure the infrastructure meets future demands and enhances overall service reliability. Mr. Cerda shared photos of the project's progress displaying the sanitary sewer and water distribution systems. The firm is working on Phase II of the industrial park with a plan that contains 14 acres on the north west corner of Bryan and Military Rd., of which he plans to bring a request for a traffic light on that corner. Assistant City Manager J.P. Terrazas mentioned that the waterline upgrade that Mr. Cerda mentioned earlier is the next item on this agenda, Item #6, which he will be presenting. Mr. Cerda will continue keeping the Board informed of new developments as the project progresses. No further comments were made.

Upon a motion duly made by Vice Chairman Chapa and seconded by Director Moreno, the Board unanimously accepted the Anzalduas Industrial Park Phase I Subdivision project report as presented.

5. Update regarding consulting firms to assist in updating the TIRZ #1 project and finance plan.

Int. Exec. Director Teelo J. Garcia recapped from last month's Board meeting where the Authority's Board of Directors authorized him to solicit consulting firms for proposals related to the update of the TIRZ #1 Project and Finance Plan services. Mr. Garcia said that staff has solicited three reputable firms and that interviews have been held with each one of them. A deadline of September 6, 2024 was requested to submit proposals. Mr. Garcia mentioned we have received one proposal, but once we receive all proposals, an inhouse evaluation be conducted and a recommendation on the selection of a firm will be presented to the Board for approval at the next Board meeting. No action was taken nor required.

6. Discussion and possible action regarding the approval of Change Order #1 related to the Anzalduas Industrial Park Phase I Subdivision.

Assistant City Manager Terrazas recapped from the prior item report related to the Anzalduas Industrial Park Phase I that Mr. Cerda just presented. He stated that the City of Mission would like to increase the capacity of the waterline from an 8" to a 12" in order to meet the demands of new upcoming developments once the infrastructure is completed. The estimated cost of the waterline's upgrade is \$41,497.35. Mr. Terrazas mentioned that what will be upgraded will be the main waterline and not what is already there. The improvement will run from Military Road all the way to the Old Military Road, or the frontage of that area. He recommends approval.

Upon a motion duly made by Vice Chairman Chapa and being seconded by Director Moreno, the Board unanimously approved Change Order #1 related to the Anzalduas Industrial Park Phase I Subdivision in an amount not to exceed \$41,497.35. The approval is contingent to a First Amendment to the Reimbursement Agreement in place with the Authority and the developer, which will be brought to the Board for approval consideration.

7. Discussion and possible action related to the approval of the Authority's Fiscal Year 2025 budget.

Mr. Garcia presented the Authority's Fiscal Year 2025 Budget, noting a 5-year revenue increase averaging 8% in property values, with a 10% increase last year, and a projected 6% moving forward. Investment Officer Joe Salazar provided FY 2025 budget projections: Fund Balance - \$59.1 million; Estimated Revenues - \$8.9 million; Total Available Resources - \$18,063,284; Operating Expenses - \$773,690; Total Transfers for Capital Projects and Debt Service - \$9,466,662; Appropriations - \$10,240,353, resulting in an Unrestricted Fund Balance of \$7,822,941. Mr. Salazar invited the Board to discuss General Fund projections and mentioned additional amounts as discussed in executive session: \$300,000 for a Hike & Bike Trail Project and a \$24,000 increase in Administrative Fees. He reported a Capital Projects Fund balance of \$21,863,468 for FY 2024, with a carryover of \$2,977,066, leading to new Available Resources of \$24,840,534 and Total Appropriations of \$24,273,043. The final Restricted Fund Balance for 2025 will be \$567,489.00. Both Mr. Salazar and Mr. Garcia recommend approval of the Fiscal Year Budget for 2025.

Upon a motion duly made by Director Burleson and seconded by Vice Chair Chapa, the Board unanimously adopted the Authority’s Fiscal Year 2025 Budget with the additional amounts as discussed in executive session of \$300,000 for a Hike & Bike Trail Project and a \$24,000 increase in Administrative Fees.

8. Acceptance of Financial Report for July 2024.

Investment Officer Joe Salazar presented the Financial Report for July 2024.

There being no corrections or additions, upon a motion duly made by Vice Chair Chapa and seconded by Director Moreno, the Board unanimously accepted the Financial Report for July 2024.

9. Approval of invoices for August 2024.

Investment Officer Joe Salazar presented the Invoices for the month of August 2024.

There being no corrections or additions upon a motion duly made by Director Perez and being seconded by Director Burleson, the Board unanimously approved all invoices for the month of August 2024.

10. Adjournment.

As there was no further business to discuss, upon a motion duly made by Vice Chair Chapa and seconded by Director Perez, the Board unanimously voted to adjourn the meeting at 7:06 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 Meeting
August 29, 2024

MINUTES

Call to Order, Establishment of Quorum

The Board of Directors of the Mission TIRZ #1, held a special meeting open to the public, by teleconference and in person, on August 29, 2024 at 801 N. Bryan Road, Mission, Texas and at 7:04 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
- Efrain Reyna Jr.
- Hector Moreno
- Dennis Burleson
- Ricardo A. Perez

All the above were present except Director Reyna, Director Perez, and Secretary Aissa I. Garza. Participating via Zoom teleconference were Vidal Roman, Cristian Garza, Ezeiza Garcia, and Frances Blake. Participating in person were Sanjay Bapat, J.P. Terrazas, Crystal Chávez, Mayor Norie Gonzalez Garza, Joe Salazar, Damien D. Tijerina, Mike Perez, Interim Executive Director Teclo J. Garcia, and Judy Vega.

AGENDA

I. Consent Agenda

- A. Call meeting to order and establish quorum.
- B. Approve minutes of regular meeting of July 23, 2024, of the TIRZ #1.
- C. Ratify all actions taken by the Mission Redevelopment Authority Board of Directors at the August 29, 2024, meeting.

Upon a motion duly made by Vice Chairman Chapa and seconded by Director Moreno, the Board unanimously approved the consent agenda and ratified all actions taken by the Mission Redevelopment Authority Board of Directors at the August 29, 2024 meeting.

II. Adjournment

As there was no further business for the board to consider, upon a motion duly made by Director Burleson and seconded by Vice Chairman Chapa, the Board unanimously voted to adjourn the meeting at 7:05 PM.

By: _____	Attest: _____
Printed Name: <u> Martin Garza </u>	Printed Name: <u> Aissa I. Garza </u>
Title: <u> Chairman </u>	Title: <u> Secretary </u>
Date: _____	Date: _____

NOTICE OF REGULAR MEETING & PUBLIC HEARING
MISSION ECONOMIC DEVELOPMENT CORPORATION
AUGUST 28, 2024 4:00 PM
CENTER FOR EDUCATION AND ECONOMIC DEVELOPMENT

PRESENT:

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

ABSENT:**ALSO PRESENT:**

Eugene Vaughan, JGKL LL
 Ernesto Gonzalez, Tekna Impact
 Nelda Gouger, RGV Healthy Vending

STAFF PRESENT:

Teclo J. Garcia, CEO
 Belen Guerrero, COO
 Judy Vega, Executive Assistant
 Joe Salazar, Financial Officer
 Stephanie Mendiola, Project Manager
 Mike Perez, City Manager
 Andy Garcia, Asst. City Manager
 Naxiely Lopez-Puente, Director of
 Communications & External Affairs
 Brianna Casares, Manager of Marketing &
 Programs

Note: The agenda was adjusted during this meeting to prioritize certain items. Consequently, the recorded times may not align with the usual sequence.

1. Call to Order and Establish Quorum

After establishing a quorum of the Board of Directors, President Richard Hernandez called the regular meeting to order at 4:08 PM.

2. Invocation: Vice President Jose G. Vargas.**3. Pledge of Allegiance:** Julian Alvarez.**4. Citizen's Participation:** None.**5. Approval of Minutes:**

A. Regular Meeting of July 24, 2024

B. Special Meeting of August 13, 2024

Carl Davis moved for approval of the Regular Meeting minutes of July 24, 2024. Motion was seconded by Julian Alvarez and approved 7-0.

Treasurer Estella Saenz moved for approval of the Special Meeting minutes of August 13, 2024. Motion was seconded by Carl Davis and approved 7-0.

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At **4:26 PM**, President Richard Hernandez announced that the Mission Economic Development Corporation Board of Directors were convening in closed session.

The Board of Directors prioritized **Item 16** ahead of **Item 6** as follows:

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 Tiny

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

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 **4:50 PM**, President Richard Hernandez announced that the Mission Economic Development Corporation Board would be reconvening in open session.

No action was taken.

6. Deliberation and possible action for acceptance of adjusted Financial Statement for July 2024. Financial Officer Joe Salazar presented and recommended approval of the Financial Statement for July 2024.

Financial Officer Joe Salazar presented and recommended acceptance of the adjusted Financial Statement for the month of July 2024.

There being no corrections or additions to the financial statement, Treasurer Estella Saenz moved for acceptance of the adjusted Financial Statement for the month of July 2024 as presented. Motion was seconded by Vice President Jose G. Vargas and approved 7-0.

7. Tabled 7/24/2024: Deliberation and possible action for the adoption of MEDC Investment Policy.

Mayor Norie Gonzalez Garza moved to bring this item off the table for discussion. Motion was seconded by Treasurer Estella Saenz and approved 7-0.

CEO Tecló J. Garcia introduced this item by saying that this investment policy mirrored the investment policy for the Mission Redevelopment Authority/TIRZ #1. The draft Investment Policy was presented at last month's Board meeting for their review, and it is being brought back for approval consideration.

Secretary Deborah L. Cordova moved to adopt the MEDC Investment Policy as presented. Motion was seconded by Treasurer Estella Saenz and approved 7-0.

8. Deliberation and possible action related to the approval of Resolution Authorizing Participation in the TexPool Investment Pools and Designating Authorized Representatives.

Mr. Garcia presented and recommended approval of Resolution Authorizing Participation in the TexPool Investment Pools and Designating Authorized Representatives. As MEDC prepares to move finance operations from the City of Mission to MEDC, this resolution needs to be approved by the Board along with the naming of designated authorized representatives. He recommends that he, COO Belen Guerrero and Financial Officer Joe Salazar are named designated authorized representatives with Mr. Salazar taking the lead since he is a certified Investment Officer. Mr. Garcia mentioned that he and Ms. Guerrero will be obtaining certifications in December. Vice President Jose G. Vargas asked if designated authorized representatives needed to be certified Investment Officers prior to being appointed by the Board. Mr. Garcia said no and that appointed representatives have six months to obtain their certification.

Carl Davis moved for the approval of Resolution Authorizing Participation in the TexPool Investment Pools and Designating the following Authorized Representatives: Financial Officer Joe Salazar, COO Belen Guerrero, and CEO Tecló J. Garcia. Motion was seconded by Julian Alvarez and approved 7-0.

9. Deliberation and possible action related to the approval of TexPool Investment Pools Participation Agreement.

Mr. Garcia mentioned that this agreement was also a required document requested by TexPool Investment Pools in order for MEDC to participate in investments. He noted that since we are now in the process of transferring the management of MEDC's accounts from the City of Mission to MEDC, this document is required by TexPool in order to open new accounts.

Vice President Jose G. Vargas moved for approval of TexPool Investment Pools Participation Agreement. Motion was seconded by Carl Davis and approved 7-0.

10. Deliberation and possible action related to the approval of Non-Corporate Resolution from Multi-Bank Securities, Inc.

Financial Officer Joe Salazar introduced this item by saying that this resolution was necessary in order to initiate an account with Multi-Bank Securities, Inc., for the purpose of participating in investments in the market. Multi-Bank Securities, Inc. is an investment institution that provides investment options. Multi-Bank Securities, Inc. is the broker for the City of Mission, Mission Redevelopment Authority/TIRZ #1, and the County of Hidalgo. Mr. Salazar recommends approval.

Vice President Jose G. Vargas moved for approval of Non-Corporate Resolution from Multi-Bank Securities, Inc. Motion was seconded by Carl Davis and approved 7-0.

11. Deliberation and possible action for the approval of Resolution No. 2024-07, adopting Mission Economic Development Corporation's FY 2025 Budget.

Mr. Garcia presented Mission Economic Development Corporation's FY 2025 Budget. Through a slide presentation, Mr. Garcia presented the proposed budget by saying that in FY 2024, the Mission EDC's largest revenue streams were retail sales taxes and CEED building revenue, and both increased significantly over FY 2023. Sales tax funds grew 6% to an estimated \$6.9 million and CEED revenue rose 14% to an estimated \$321,000. For FY 2025, we estimate \$7.3 million in sales tax revenues, a 6% increase over last year, based on steady growth over the last several years and a strong local economy.

The CEED building is expected to yield about \$300,000 in revenue and other revenue streams will remain steady. New for FY 2025 is interest income, expected to be about \$84,000. For Fiscal Year 2025, Mr. Garcia projects revenues of \$8M and expenses of \$7.5M. Revenues increased significantly in 2023 due to land sales, but we did not have any this past year, but in 2025 we expect to have land sales. In Operations there will be a significant amount of funds for building repairs. City Manager Mike Perez mentioned that he noticed that Texas Citrus Fiesta's (TCF) funding by MEDC in the amount of \$45,000 was not listed. He said that now since the City of Mission was managing the operations aspect of TCF, he wanted to request funding in the amount of \$45,000 strictly for marketing, for the upcoming TCF Parade and future proposed events. Mr. Garcia said that if the Board desired to include the \$45,000 funding for 2025 for TCF, it can be done. If approved, an adjustment will be made to the proposed budget and to the resolution being presented today in order to include the expenditure.

Key initiatives that MEDC will focus on will be small business and community programs such as the Ruby Red Ventures "Build Mission Fund" and Ruby Red Ventures "The Competition"; Downtown Assistance Program; Community Impact Funding, and Resources and Education for small businesses. CEED Operations & Maintenance with revenue generation, implementation of A/C maintenance and a replacement program, building and landscaping enhancements, and the enhancement of security systems. He is requesting approval of Resolution 2024-07.

Vice President Jose G. Vargas moved for approval of Resolution No. 2024-07 with an amendment to the amount specified in Section 2. The amount will be changed from \$7,563,579.00 to \$7,608,579.00, which includes an additional allocation of \$45,000 for the Texas Citrus Fiesta. Motion was seconded by Carl Davis and approved 7-0.

12. Public Hearing – MEDC Fiscal Year 2025 proposed project consideration related to an economic incentive for the purchase of equipment and shelving for a sales and distribution company located at 801 N. Bryan Road, Suite 175, Mission, Texas (Project D-8).

At **4:14 PM**, President Richard Hernandez opened the public hearing for any comments.

There were no comments.

At **4:15 PM**, President Richard Hernandez closed the public hearing.

13. Deliberation and possible action related to the approval of an Economic Development Performance Agreement D-8.

CEO Teclo J. Garcia introduced this item by saying that on May 29, 2024, the MEDC Board authorized staff to negotiate an incentive agreement in an amount not to exceed \$30,000 related to an economic incentive for the purchase of equipment and shelving for a sales and distribution company located at 801 N. Bryan Road, Suite #175, Mission, Texas (Project D-8). The incentive is to be paid in one installment upon meeting certain requirements. The economic performance agreement has been drafted and is now being presented for approval consideration. Mr. Garcia welcomed Nelda Gouger with RGV Healthy Vending LLC, who first thanked the Board of Directors for their consideration of her project. Ms. Gouger and said her small business started five years ago and that as her business grows, it will also benefit the City of Mission with sales tax increase projections.

Julian Alvarez moved for approval of an Economic Development Performance Agreement for Project D-8 as presented. Motion was seconded by Vice President Jose G. Vargas and approved 7-0.

14. Deliberation and possible action to authorize staff to publish a Notice of Intention to Undertake a Project or Projects for Fiscal Year 2025 for Project D-8.

Mayor Norie Gonzalez Garza moved to authorize staff to publish a Notice of Intention to Undertake a Project or Projects for Fiscal Year 2025 for Project D-8. Motion was seconded by Secretary Deborah L. Cordova and approved 7-0.

Julian Alvarez left the meeting at 5:30 PM.

15. Deliberation and possible action to authorize CEO to execute a professional services contract with ARES Services Inc., for legislative consulting services.

Mr. Garcia mentioned that ARES is the current lobbyist for the City of Mission and MEDC, and that this agreement serves as a renewal for legislative consulting services for the upcoming legislative session. He praised ARES for their effective representation and recommended the approval of their continued services. City Manager Mike Perez added that meetings are in progress with ARES representatives to discuss legislative topics that are important to Mission.

Vice President Jose G. Vargas moved to authorize CEO to execute a professional services contract with ARES Services Inc., for legislative consulting services. Motion was seconded by Secretary Debora L. Cordova and approved 6-0.

At **5:39 PM**, President Richard Hernandez announced that the Mission Economic Development Corporation Board would be convening in closed session, a second time.

16. 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 Tiny

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

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

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

At **6:02 PM**, President Richard Hernandez announced that the MEDC Board of Directors will reconvene in open session.

Motions:

Project Tiny: Secretary Deborah L. Cordova moved to authorize the CEO and staff to move forward with a Letter of Intent for Project Tiny, for an incentive in an amount not to exceed \$120,000 to be paid in one installment. Motion was seconded by Treasurer Estella Saenz and approved 6-0.

M.E.D.C. Land – No action.

17. CEO Report on Economic Development.

None.

18. President Comments.

President Richard Hernandez thanked the MEDC staff for their professionalism and work. He mentioned the recent well-attended Police and Fire Substation #6 Ribbon Cutting, a TIRZ project. He thanked the MEDC Board for their time and their service in sharing their talents to the MEDC and City of Mission.

19. Adjournment.

Mayor Norie Gonzalez Garza moved to adjourn the meeting. Motion was seconded by Vice President Jose G. Vargas and approved 6-0. The meeting was adjourned at 6:08 PM.

Richard Hernandez, President

ATTEST

Deborah L. Cordova, Secretary

CITIZEN'S ADVISORY COMMITTEE
August 27, 2024
Regular Meeting

Members Present

Lorenzo Garza, Chairman
 Zoreida Lopez- Vice Chair
 Roxanne Méndez
 Marsha Terry
 Alma Garcia
 Monika Rosales-Flores
 Emigdio Villanueva, Jr.
 Ruben Davila Lozano

Members Absent

Francisco Cadena

Staff Present

Michael J. Elizalde
 Esther G. Rivera
 Monica M. Gonzalez

Guest

Jorge Andy Garcia

Call Regular Meeting to Order to Establish Quorum

Chairman Lorenzo Garza called the Regular Meeting to order at 5:32 pm. Esther G. Rivera conducted roll call. She stated that eight members were present, therefore there was a quorum.

Citizens Participation

Chairman Garza asked if any citizens were present to discuss any items on the agenda or express their concerns. No citizens present to comment and proceeded to introduce guest Mr. Jorge Andy Garcia, Assistant City Manager, to make his presentation. Mr. Garcia informed of the changes taking place with the CDBG Department and that Ms. Joanne Longoria is on leave; but effective September 30, 2024 will not be with the City of Mission. He advised that Mr. Michael J. Elizalde, Director of Grants and Strategic Development oversees all city grants and will now take charge of the CDBG grant and oversee the department. After a brief discussion and there being no further comments, continued with the next agenda item.

Discussion and Recommendation to Approve Minutes for Regular Meeting held on July 23, 2024

Ms. Rivera asked the members if they had reviewed the minutes of the Regular Meeting held on July 23, 2024. She inquired if there were any questions or comments. After a brief discussion, Chairman Garza asked for a motion to approve the minutes as presented. Mr. Villanueva motioned to approve the minutes as presented. Vice-Chair Lopez seconded the motion. Motion carried (7-0).

Discussion and Recommendation to Approve Informal Bids Received for Housing Assistance Program Applicants HAP Phase 23-IA

Mr. Elizalde presented the informal bids that were opened on August 13, 2024, for the two (2) rehabilitation projects: 1501 Blue Rock Road and 1217 Oblate Avenue and received submissions by two (2) contractors: A-One Insulation, LLC. and DSW Home, LLC. A-One Insulation, LLC. was the lowest bidder for project 1217 Oblate Avenue and DSW Homes was the lowest bidder for 1501 Blue Rock Road. Chairman Garza asked for a motion to Award Bid for HAP Phase 23-IA

lowest bidder. Ms. Flores motioned to Award Bids for HAP Phase 23-1A lowest bidder. Ms. Terry seconded the motion. Motion carried (7-0).

Presentation on Annual Action Plan 2024-2025 Notice

Mr. Elizalde presented the Annual Action Plan 2024-2025 allocation as presented and approved by the City Council. Allocations were as follows: Recreational Connectivity Trail Project \$200,000.00, Astroland-Storm Sewer Improvements Design Phase I \$104,000.00, Spikes-Storm Sewer Improvements Design Phase I \$32,000.00, Sanitary Sewer Improvements-Old Townsite and Neighboring areas Design Phase I \$214,000.00, Amigos Del Valle, Inc. \$23,444.00, Area Agency on Aging \$5,000.00, CAMP University \$3,000.00, Comfort House \$3,000.00, HOPE Medical Services \$1,000.00, CASA of Hidalgo County, Inc. \$1,000.00, Children’s Advocacy Center of Hidalgo County, Inc. \$15,000.00, Silver Ribbon \$3,000.00, Affordable Homes of South Texas, L.L.C. \$100,000.00, Housing Assistance Program \$80,000.00, and CDBG Administration \$196,111.00. Chairman Garza inquired of members if any comments or concerns. After a brief discussion and there being no further comments, continued with the next agenda item.

Presentation on Status of Housing Assistance Program (HAP) Phase 23-I

Ms. Esther Rivera presented the construction status of the Housing Assistance Program (HAP) Phase 23-I. She indicated the percentage of completion for each home as follows: 408 E. Melba Carter Street (Hardship Case) 78% complete; 1047 Los Ebanos Road 96% complete; 222 N. Slabaugh Avenue 15% complete; 615 N. Francisco Avenue 60% complete; and 3731 Garza Street 65% complete. Chairman Garza thanked Ms. Rivera for the Presentation on the Status of the Housing Assistance Program (HAP) Phase 23-I and continued with the next item.

Tabled Items:

Chairman Garza requested a motion to un-table Items A: Discussion and Recommendation of House Assistance Program Guidelines and B: Discussion and Recommendation on Options for Housing Assistance Program. Ms. Mendez motions to un-table the items. Vice-Chair Lopez seconded the motion. Motion carried (8-0).

A: Discussion and Recommendation on Housing Assistance Program Guidelines

Mr. Elizalde stated that based on the funding allocations for the Housing Assistance Program (HAP), the guidelines for the rehabilitation program should be updated. The members discussed how the program could assist the applicants and the options for changing guidelines. Mr. Villanueva recommended amending the cap assistance for the rehab program from \$25,000 to \$45,000, as long as it is within HUD guidelines. Chairman Garza requested a motion. Mr. Villanueva motions to make the change as recommended. Ms. Garcia seconded the motion. Motion carried (8-0).

B: Discussion and Recommendation on Options for Housing Assistance Program (HAP)

Mr. Elizalde presented the staff recommendations for the Housing Assistance Program on how to notify applicants currently on the waiting list of the changes to the assistance program. Mr. Elizalde inquired if the board reviewed the options and if they had any recommendations. After much discussion, the board elected option number 2 from the staff recommendations and requested to remove the word “indefinitely” from the notification and to seek legal counsel before mailing the letter. Chairman Garza asked for a motion to approve the recommendation option 2 as

discussed. Mr. Villanueva motioned to approve recommendation option 2 as discussed. Ms. Mendez seconded the motion. Motion carried (8-0).

Other Business

A. Progress Report-July

Ms. Rivera presented the July 2024 Unofficial Progress Reports for CDBG and CDBG-CV expenditures received to date for the agencies, housing, and administration. After a brief discussion, Chairman Garza requested to follow up with CDBG-CV recipients with outstanding award balances to determine the status of their use. Mr. Villanueva recommends to send out letters to agencies on how they will use the remaining CV funds and a deadline to when the funds will be expensed. Chairman Garza asked for a motion to approve the progress reports as presented. Ms. Flores motioned to approve the Progress Reports as presented. Ms. Garcia seconded the motion. Motion carried (8-0).

B. Chairman's Comments

Chairman Garza welcomes Mr. Elizalde to the Community Development Department. Mr. Garza introduced himself.

C. Committee Member's Comments

CAC members introduce themselves to the new Director of the Community Development Department and look forward to working with Mr. Elizalde in the future to continue to guide and improve the CDBG program.

D. Director's Comments

Mr. Elizalde presented briefly on his background and expressed his excitement to guide the Community Development Department to a successful fiscal year.

Adjourn

Chairman Garza asked for a motion to adjourn the meeting. Ms. Mendez motioned to adjourn the meeting. Ms. Garcia seconded the motion. Motion carried (8-0). The meeting was adjourned at 6:52 p.m.

Lorenzo Garza, Chairman



CITY OF
MISSION

**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: October 14, 2024
PRESENTED BY: Yenni Espinoza, Library Director
AGENDA ITEM: Authorization to purchase via sole source from CloudLibrary by OCLC for electronic services and library material in an amount not to exceed \$75,000 – Espinoza

NATURE OF REQUEST:
OCLC provides products that can only be acquired through the CloudLibrary platform and CloudLink subscription, designed and manufactured exclusively by CloudLibrary. These funds are from the County of Hidalgo, which funds our county e-library project. This agreement allows the County to continue to pay funds on behalf of Speer Memorial Library and disburse funds to it for contractual services and library materials.

BUGETED: Yes **FUND:** General **ACCT. #:** 01-464-94780
BUDGET: \$75,000 **EST. COST:** \$75,000 **CURRENT BUDGET BALANCE:** _____

BID AMOUNT: _____

STAFF RECOMMENDATION:
Approval

Departmental Approval: Finance, Purchasing
Advisory Board Recommendation: N/A
City Manager’s Recommendation: Approval *MRP*

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



OCLC Symbol
HDL
Customer ID
47920

Currency
USD
Expires
11/19/2024

Quote # 1000097904
9/20/2024

Hidalgo County Library System

801 E 12th St
Mission TX 78572
United States

Item Code	Item	Amount
3000396	CloudLibrary ebook and audiobook content Service dates: 10/01/2024 - 9/30/2025	\$50,046.08
Total		\$50,046.08

Signature	Printed Name	Date

For questions, please contact OCLC representative: Christine Johanson at johansoc@oclc.org.



Invoice 1000398391

Invoice Date: 8/25/2024 Item 15.

Total Amount Due
\$7,500.00

Due Date: 10/09/2024

6565 Kilgour Pl
Dublin OH 43017-3315
United States
P: +1-833-491-1304 • Int: +1-614-764-6011
Federal Tax ID: 31-0734115
DUNS: 06-358-7745
UEI: F2CMCKN6DAD7

OCLC Symbol
HDL

Terms:
Net 45

Customer Account ID
47920

Bill To

Hidalgo County Library System
Yenni Espinoza
801 E 12th St
Mission TX 78572
United States

Ship To

Hidalgo County Library System
801 E 12th St
Mission TX 78572
United States
OCLC (ship to) symbol: HDL

Item Code	Item	Amount
3000338	biblio+ access fee (Movie & TV) Service dates: 8/25/2024 - 8/24/2025	\$7,500.00

Subtotal USD	\$7,500.00
Tax Total USD	\$0.00
Total USD	\$7,500.00

Remit Address:
OCLC Inc
PO Box 5405
Denver, CO 80217-5405

For Electronic Payment:
Account Name: OCLC Inc
Bank Name and Address: KeyBank National Association
127 Public Sq. Cleveland OH 44114
FOR ACH (US Only):
Routing No: 021052053
Account No: 61654527
Type: Checking

We also accept payment by major credit card. For a credit card payment, we may impose a surcharge of up to 3.50%. The actual surcharge will not be greater than our cost of acceptance.

For questions regarding your invoice or payment please contact: acctsrec@oclc.org

This transaction is subject to the relevant OCLC Framework Agreement ("FA") and the Schedules related to each product listed on this notice, found at: <http://oclc.org/service-agreements>, unless a signed agreement governing the transaction has been entered into by the parties. OCLC's acceptance of Customer's order is expressly conditional on Customer's assent to such terms and conditions, which Customer will manifest through its acceptance of OCLC Products and/or Services.



OCLC Symbol
HDL
Customer ID
47920

Currency
USD
Expires
11/19/2024

Quote # 1000097906
9/20/2024

Hidalgo County Library System
801 E 12th St
Mission TX 78572
United States

Item Code	Item	Amount
3000385	cloudLibrary newsStand subscription	\$9,853.92
Service dates: 10/14/2024 - 10/13/2025		
Total		\$9,853.92

Signature	Printed Name	Date

For questions, please contact OCLC representative: Christine Johanson at johansoc@oclc.org.



Sent via e-mail: sml_director@missiontexas.us

Date: September 12, 2024

Yenni Espinoza, Director of Speer Memorial Library & Hidalgo LS Coor
Hidalgo County Library System
801 E 12th St
Mission TX 78572

RE: Sole Source Request

Dear Yenni Espinoza:

This sole source letter confirms that OCLC, Inc., ("OCLC") provides certain products that are unique to the library market and that may be acquired only through OCLC; namely the cloudLibrary™ app. OCLC is the developer and sole provider of the cloudLibrary™ content platform, which offers the Hidalgo County Library System patrons access to **cloudLibrary eBooks and eAudiobooks, Comics Plus, and cloudLibrary NewsStand**, to check out and put on hold digital content. OCLC is the only source from which the Hidalgo County Library System may obtain the cloudLibrary™ app.

OCLC looks forward to being of continued service to the Hidalgo County Library System.

Please let me know if you need any additional information.

Sincerely,

OCLC, INC.

By: 

Julie Presas
Chief Legal Officer and General Counsel, OCLC,
Inc.

Approved
by Legal
PB



May 10, 2024

RE: Notice of OCLC's Acquisition of cloudLibrary and Transfer of Services

Dear cloudLibrary customer:

As you may be aware, effective April 2, 2024, OCLC, Inc., ("OCLC") acquired substantially all the assets and assumed certain liabilities related to Bibliotheca LLC's digital library content and solutions business, including cloudLibrary. As part of this transaction, all customer contracts related to cloudLibrary were assigned to OCLC. This letter serves as formal notice of the transfer of services to OCLC.

As a result, all contractual obligations, service level agreements, and terms and conditions remain unchanged. OCLC assumes all rights, benefits, and obligations associated with your contract, including the provision of services, payment terms, and any ongoing commitments.

Please update your records accordingly and direct any future communications or inquiries regarding your services to OCLC. Our team is available to address any questions or concerns you may have during this transition.

OCLC looks forward to working with you. If you have any questions or require any additional information regarding this letter, please contact legal@oclc.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "Julie Presas".

Julie Presas
Vice President & General Counsel,
OCLC, Inc.

OCLC cloudLibrary Services Terms & Conditions

Section 1 Scope & Construction

These OCLC Cloud Library ("cloudLibrary") Services Terms & Conditions ("Terms") apply to every order ("Order") of Services (defined below) from OCLC, Inc., ("OCLC"). OCLC's acceptance of each Order is expressly conditioned on the Customer's acceptance of all the Terms. If any OCLC proposal is construed as an offer, that offer is expressly limited by these Terms. Any notice of different or additional terms, including, without limitation, any terms on a Customer's purchase order, or any Customer's notice of rejection of the Terms is hereby rejected. If any OCLC action regarding a proposal from Customer, including OCLC's shipment of products, is construed as an acceptance of Customer's offer, such acceptance is expressly conditioned on Customer's acceptance of these Terms. **Customer's submission of an Order constitutes Customer's express acceptance of the Terms.**

Section 2 Definitions

The definitions below will have the same meaning throughout this Agreement.

- 2.1 "Digital Content" consists of digital files and titles to which Customer has purchased access and are accessible through the System to Customer hereunder for lending to Patrons.
- 2.2 "Customer Systems Quotation" means the OCLC Cloud Customer sales quote from which an Order by Customer is derived, which includes the annual platform fee, hardware fees and minimum order requirements for Customer.
- 2.3 "Fees" means the amounts payable by a Customer to OCLC for Services, Product and/or Digital Content access fees.
- 2.4 "License" means the license granted from OCLC to Customer to use the Software in accordance with the terms of this Agreement.
- 2.5 "Patron(s)" mean those persons that the Customer authorizes to access, use, and connect to the System via the internet, and download products from or otherwise use the Services (defined herein below) and/or access Digital Content from Customer using the Services.
- 2.6 "Primary Support" means service provided by the Customer to its Patrons for its day-to-day support, technical aid, help and other assistance for Patron's use of the System, Services or for any issues arising from the use of the System.
- 2.7 "Product" means all Software, hardware and related supplies as identified on the applicable purchase order.
- 2.8 "Secondary Support" means technical support services to be provided by OCLC to the Customer including reasonable efforts to assist the Customer in providing Primary Support, reasonable efforts to correct, fix, or circumvent errors, provide updates, enhancements, and new versions of the Services.
- 2.9 "Services" means digital technology services provided by OCLC to Libraries used to distribute, lend, manage and/or protect the copyright content of eBook, audio book and other digital media, or other services relative to the Customer's media collection or facilities.
- 2.10 "Software" means any and all software, and related documentation, provided to or accessed by the Customer in utilizing the Services.
- 2.11 "System" means the vehicle used to access, distribute, lend, and manage Digital Content.

Section 3 Term and Termination

- 3.1 These Terms will apply immediately upon acceptance by OCLC of an Order submitted by Customer and continue thereafter so long as Customer promptly pays invoices, as required hereunder, for Services and for Digital Content or Product ("Order Term").
- 3.2 Upon termination of the Order Term, and except as otherwise provided herein, the License granted to Customer as to Software under these Terms will be terminated immediately. Customer shall make no further use of all or any part of the System, Software, Services, or any confidential information received from OCLC, except that OCLC will reasonably cooperate with Customer to support its Patrons who are lending Digital Content from Customer.
- 3.3 In the event of termination, OCLC will cooperate with Customer to transfer any and all Digital Content to another service provider to permit Customer to continue to provide access for its Patrons to the Digital Content Customer shall obtain permissions and consent from the owners of the Digital Content authorizing OCLC to transfer the Digital Content subject to the requirements of the licensors of such Digital Content.

Section 4 Payment Terms

- 4.1 During the first year of the Order Term, OCLC will invoice Customer for Fees following activation of the System. Thereafter, OCLC will invoice Customer yearly.
- 4.2 During the initial Order Term, Customer shall make a minimum Digital Content purchase ("Minimum Purchase") as stated on the Order. Customer acknowledges that it is getting preferential pricing based on this Minimum Purchase. If Customer fails to meet its Minimum Purchase obligations, then OCLC may, in addition to any available remedies, invoice Customer for the remaining amount of the Minimum Purchase.

- 4.3 Customer shall promptly pay OCLC the fees according to the payment term set forth in the invoice, Order, or renewal. In the event Customer fails to make prompt payment of the Fees, the Order Term will be deemed terminated and subject to termination clauses above.
- 4.4 Fees are exclusive of any taxes, duties, or tariffs now or hereafter imposed on the production, storage, sale, transportation, import, export, licensing, or use of the Services or for operation or sales activity of the System and shall be paid in the currency and to the address stated on the invoice. Customer shall pay any applicable tax to OCLC or to such other entity as is appropriate. Customers exempt from taxation shall supply a valid exemption certificate upon request.

Section 5 OCLC Services

- 5.1 OCLC will provide Services to the Customer pursuant to these Terms. Nothing hereunder grants any right to the Customer to the use of, or access to, any Software or System source code. Further, these Terms do not include any right to reproduce the System, Software or Products, to make or distribute copies or versions of any modules of the System, Software or Products to any third parties including its Patrons, or to make and/or sell variations or derivative works of the System, Software or Products. For the avoidance of doubt, "Products" do not include Digital Content and nothing herein shall prevent Customer from distributing Digital Content to its Patrons as contemplated by the terms of this Agreement. Sole ownership of copyrights and other intellectual and proprietary rights to the System, Software or Products will remain solely with OCLC or its publishers or suppliers.
- 5.2 Customer acknowledges that some errors or defects may exist or arise in the System. OCLC's sole obligation with regard to such errors or defects will be to use commercially reasonable efforts to correct such errors and defects and provide Secondary Support provided at such times and by such methods as are mutually agreed upon by the Parties.
- 5.3 Customer acknowledges that all Services and Digital Content provided hereunder are subject to individual publisher limitations and restrictions.

Section 6 License to Software

OCLC hereby grants to Customer a limited, non-transferable, non-exclusive License to use the Software, solely for the purpose of utilizing the Services. Notwithstanding the foregoing, the License granted in this Section 6 is limited as follows: Customer may not, without OCLC's prior written consent (i) sublicense, lease, lend or transfer the Software to any third party; (ii) use, or permit the use of, the Software for the benefit of, or by, any third party, such as use of the Software as a service bureau; (iii) make copies of the Software except in the normal course of use or for archival purposes; or (iv) disassemble, reverse engineer or create derivative works of the Software except as permitted by law. Customer agrees to reproduce all copyright and proprietary rights notices included in the Software on copies that it is authorized to make.

Section 7 OCLC's Option to Modify or Discontinue Services

OCLC has the right, at any time, to make such modifications to the System as it sees fit to the operation, performance or functionality of the System or as required by OCLC's publishers and suppliers. If such a modification of the System leads to discontinuation of the Services, or support, maintenance or the provision of new versions, updates or corrections materially impairs the value or use of the System to the Customer, Customer will receive a pro-rata refund of the Services portion of the Fees previously paid for which Services were not delivered.

Section 8 Responsibilities of the Customer

- 8.1 Customer shall assign personnel with appropriate skills and expertise in computer, data processing and related services to enable operation of the System and to provide Primary Support. Customer shall take reasonable steps to ensure that its employees, agents, and others under its direction abide by the Terms.
- 8.2 Customer assumes responsibility for providing a suitable network and internet system for integration of System into Customer's website or other systems at its own expense. Customer agrees that it will be responsible for its own expenses and costs and that OCLC will have no obligations to reimburse Customer for any expenses or costs incurred by Customer in the preparation, systems integration, use of the System, or for any performance of Customer's duties necessary to make use of the System or Services.
- 8.3 Except for the System configured and hosted by OCLC, Customer is solely responsible for all aspects of catalog integration, operation, training, support and/or maintenance necessary for the operation of the System. This may include obtaining, at its own expense, a SIP, SIP2 or other similar protocol software license from a third party to support direct integration of the Service with the Customer's integrated Customer system. Customer agrees to perform Primary Support for Patrons using its System. Customer shall perform requested installation, upgrade, and reasonable technical services for Primary Support of the System and Products pursuant to installation and support procedures and policies as developed by OCLC and as modified from time-to-time. OCLC will provide Customer with documentation regarding Primary Support and OCLC support personnel will be available for Secondary Support by e-mail and phone.

- 8.4 Customer shall not make any representations or create any warranties, express or implied, concerning the Services, System or Software. Any such representations or warranties shall not be binding upon OCLC.
- 8.5 Customer shall use reasonable efforts to operate its own website in compliance with the Terms and will at its own expense comply with all applicable laws, ordinances, rules, and regulations that may be required in any jurisdiction or administrative agency in connection with the use and/or operation of the Services, System and Software.

Section 9 Intellectual Property

OCLC or its licensors own and retain all intellectual property rights in the Services, System, Software and Product and all associated copyrights, trademarks, brands, service marks, patents, or other proprietary rights under law, including all intellectual property conceived during and in the course of performing the Services.

Section 10 Copyright Protection, Patron Authentication, Data Security and Data Aggregation

- 10.1 For so long as Customer is using the Software and receiving the Services, Customer shall reasonably cooperate with OCLC to achieve OCLC's and its publishers' and suppliers' objectives of protecting certain intellectual property interests relating to OCLC supplied Digital Content and Products. Customer shall keep appropriate documentation and System information and provide OCLC access to the System to validate total number of downloads of Digital Content. Customer shall provide OCLC access to a test Patron account for purposes of validating the system's performance relating to the Services. Customer shall reasonably cooperate with OCLC to correct or adjust the System as may be required to compensate for any errors or omissions disclosed by such test. Any such test will be conducted by OCLC at its own expense and during regular business hours and in such a manner as not to interfere with Customer's normal activities.
- 10.2 OCLC may use data stored in the System for other commercial purposes, including but not limited to a) ISBN; b) name of Digital Content; c) Customer with postal address; d) quantity of Digital Content purchased by the Customer; and e) and other Digital Content circulation data ("Aggregated Data"). OCLC will not disclose personally identifiable Patron information to third parties.

Section 11 Indemnification

Subject to any limitations set forth in these Terms, OCLC shall indemnify Customer from and against all damages, judgments, liabilities, costs and expenses (including reasonable attorneys' fees) actually incurred by Customer arising from any third-party claim of OCLC's infringement of any third-party patent, trademark or copyright rights provided Customer immediately notifies OCLC of any such third-party claim. In the event of any claim of infringement OCLC may, at its option and expense, procure for Customer the right to continue using the allegedly infringing product or process, replace it with a non-infringing product or process, or modify it so it becomes non-infringing. If in OCLC's discretion, it is not feasible to procure the right to continue use, replace or modify the product or process, OCLC may refund all monies paid on a pro-rata basis. OCLC shall have the right to control the defense of the infringement claim. OCLC will have no defense or indemnity obligation for any claim or suit based on: (i) a product or process that has been modified other than by OCLC; (ii) a product or process that has been modified by OCLC in accordance with Customer provided specifications or instructions, but only to the extent that the modification directed by Customer is the cause of the infringement claim; (iii) use or combination of a product or process with third-party products; (iv) the use of the product or process, or any part thereof, in a practice other than the use described in OCLC's current product literature for the product or process.

Section 12 Limitation of Liability

OCLC WILL HAVE NO LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT OR THE PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, LOSS, INACCURACY, OR DESTRUCTION OF INFORMATION OR DATA COLLECTED, STORED, DISTRIBUTED, OR MADE AVAILABLE VIA THE PRODUCTS AND SERVICES, INSTITUTION'S USE OR INABILITY TO USE THE PRODUCTS AND SERVICES, ANY CHANGES TO OR INACCESSIBILITY OF THE PRODUCTS AND SERVICES, ANY DELAY OR FAILURE OF THE SERVICES, OR FOR LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF OCLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OCLC'S LIABILITY TO INSTITUTION FOR ANY REASON AND UPON ANY CAUSE OF ACTION EXCEED THE AMOUNT INSTITUTION ACTUALLY PAID OCLC FOR THE INDIVIDUAL IMPLICATED OCLC PRODUCTS OR SERVICES COVERED UNDER THIS AGREEMENT OVER THE 12 MONTHS PRIOR TO WHICH SUCH CLAIM AROSE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER CLAIMS ARISING IN CONTRACT OR TORT. FEES UNDER THIS AGREEMENT ARE BASED UPON THIS ALLOCATION OF RISK. THIS SECTION WILL

NOT APPLY TO DAMAGES THAT CANNOT BE LIMITED OR EXCLUDED BY LAW (IN WHICH EVENT THE LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED)

Section 13 Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND OCLC AND ITS THIRD PARTY SUPPLIERS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PERFORMANCE OF THE PRODUCTS OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. OCLC MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE PRODUCTS AND SERVICES WILL ALWAYS BE ACCESSIBLE, FREE OF HARMFUL COMPONENTS, ACCURATE OR ERROR-FREE. THIS SECTION WILL NOT APPLY TO DAMAGES THAT CANNOT BE EXCLUDED BY LAW (IN WHICH EVENT THE LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED).

Section 15 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and the United States of America, without regard to principles of conflicts of laws, with exclusive venue in Franklin County, Ohio. Any lawsuit or dispute arising under this Agreement shall be brought in state or federal court in Franklin County, Ohio and the parties to this Agreement hereby consent to the jurisdiction of the state and federal courts located in Franklin County, Ohio.

Section 16 Confidentiality

The terms and conditions of this Agreement, as well as performance hereunder, shall be kept in confidence, and each party agrees to protect the other party's confidential information from disclosure to others, and to use the same degree of care used to protect its own confidential or proprietary information, but in any case, no less than a reasonable degree of care. Information shall not be considered confidential information to the extent that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; (iv) has been independently developed by one party without reference to any confidential information of the other; or (v) is required to be disclosed by applicable law (e.g., public records acts) provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement.

Section 17 Changes

Upon prior notice to Customer, OCLC reserves the right to amend, modify, or supplement these Terms as to future orders or shipments. No action by Customer may amend, modify, reject, supplement, or waive these Terms in any manner whatsoever (including course of dealing or of performance or usage of trade) except as agreed upon in a writing signed by an authorized representative of OCLC.

Section 18 Waiver

A failure or delay in enforcing an obligation of any provision under this Agreement shall not prevent enforcement of such provision at a later date. A waiver of a breach of one obligation shall not affect a waiver of any other obligation and shall not prevent a party from subsequently requiring compliance with that obligation.

Section 19 Force Majeure

Neither party shall be liable for a failure or delay of performance where such failure or delay is the result of any force majeure event, including an act of God or public enemy, pandemic, fire, explosion, accident, strike, governmental action, delay or failure of suppliers, failure of telecommunications networks, or any event similar to the foregoing (each a "Force Majeure Event"). Each party shall use reasonable efforts to mitigate the effect of a Force Majeure Event. In the event a Force Majeure Event extends for a period in excess of thirty (30) days in the aggregate and prevents a party from performing its obligations under this Agreement, the other party may, in its discretion, terminate this Agreement immediately upon written notice to the party affected by the Force Majeure Event. Under no circumstance will a Force Majeure Event relieve a party from its obligation to pay amounts for goods or services provided, in accordance with stated payment terms.

Section 20 Severability

If any provision(s) of this Agreement should be found by any court of competent jurisdiction to be invalid, void, voidable, or unenforceable, such provision(s) shall not affect or impair the remaining provision(s) which shall continue in full force and effect.

In substitution for any provision(s) held unlawful, there shall be substituted provision(s) of similar import reflecting the original intent of the parties hereto to the extent permissible under law.

Section 21 Assignment

Customer may not assign any rights, duties, or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of OCLC.

Section 22 Audit

Customer agrees that OCLC shall have the right, from time to time, to conduct an investigation and/or an audit to verify Customer's compliance with the provisions of this Agreement. Customer agrees to cooperate fully with such investigation, the scope, method, nature, and duration of which shall be at the sole, reasonable discretion of OCLC.

Section 23 Survival

Those rights and obligations of the parties which, by their nature, should survive termination or expiration of this Agreement shall remain in full force and effect after termination or expiration.

Section 24 Entire Agreement

This Agreement and any attachments, schedules, addenda, and/or exhibits constitute the entire agreement between the parties and supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter of this Agreement. This Agreement may not be amended or supplemented except in a writing duly executed by both parties. The UN Convention on the International Sale of Goods shall not apply.

Customer's submission of an Order constitutes Customer's express acceptance of these Terms.

Dear cloudLibrary Customer,

As you may be aware, effective April 1, 2024, OCLC, Inc. ("OCLC") acquired substantially all the assets and assumed certain liabilities related to Bibliotheca LLC's digital library content and subscriptions business, including cloudLibrary. As part of this transaction, all customer contracts related to cloudLibrary content, platform fees and subscriptions were assigned to OCLC. This letter serves as formal notice of the transfer of services to OCLC.

As a result, all contractual obligations, platform and subscription renewal agreements, and terms and conditions remain unchanged. OCLC assumes all rights, benefits, and obligations associated with your contract, including the provision of services, payment terms, and any ongoing commitments related to your cloudLibrary services. Please update your records accordingly and direct any future communications or inquiries regarding your cloudLibrary services to OCLC. Both the Bibliotheca team and our counterparts at OCLC are available to address any questions or concerns you may have during this transition.

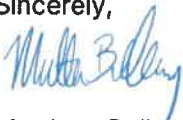
Any cloudLibrary purchases prior to April 1, 2024, should be paid to Bibliotheca.

We recognize that many cloudLibrary customers continue to use other products and services provided by Bibliotheca LLC. Those products include Bibliotheca's whole portfolio of products such as RFID Solutions, EM Solutions, Open+, remoteLockers, flexAMH solutions, cloudCheck and cloudLibrary Checkout hardware and software.

Any questions related to these products and services will continue to be handled by your contacts and representatives at Bibliotheca LLC.

Thank you for your continued support and understanding during this transition.

Sincerely,



Matthew Bellamy
President
m.bellamy@bibliotheca.com



**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: October 14, 2024
PRESENTED BY: Rick Venecia, Boys & Girls Club Director
AGENDA ITEM: Approval to enter into an Agreement between Mission CISD and Boys & Girls Club of Mission to provide transportation services – Venecia

NATURE OF REQUEST:

Mission CISD and the Boys and Girls Club seek to enter into a partnership to offer transportation services from MCISD to BGCM locations to improve student access and utilization of program offered by BGCM and meals services under Texas Department of Agriculture sponsored Child and Adult Care At-Risk Supper meals this collaboration would ensure students receive the nutrition they need.

The Boys and Girls Club would charge families for transportation services, and then the District would bill the Boys and Girls Club for the transportation costs incurred. In Mission CISD, there are eight campuses situated within the City of Mission that would be included in this transportation service, Bryan Elementary School, Hilda C. Escobar/Alicia C. Rios Elementary School, Marcell Elementary School, Mims Elementary School, Ollie O'Grady Elementary School, Pearson Elementary School, White Junior High School and Mission Junior High School. Castro Elementary School and Leal Elementary School, already have a Boys and Girls Club either across the street or within the campus

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

AGREEMENT
By and Between
Mission Consolidated Independent School District and
Boys and Girls Club of Mission, Texas

WHEREAS, Mission Consolidated Independent School District ("MCISD" or "District") wishes to provide extracurricular educational and enrichment opportunities to its students; AND

WHEREAS, the City of Mission, a Texas home-rule municipal corporation, by and through its Boys and Girls Club of Mission ("BGCM"), seeks to provide services to enable young people to reach their full potential as productive, caring citizens; AND

WHEREAS, BGCM sponsors various events and opportunities in the Mission, Texas area; AND

WHEREAS, MCISD's students would benefit from increased access to events and resources sponsored by, and available to BGCM members; AND

WHEREAS, the parties seek to enter a partnership to offer transportation services from MCISD to BGCM locations to improve student access and utilization of programs offered by BGCM and meals services under Texas Department of Agriculture sponsored Child and Adult Care At-Risk Supper meals; AND

NOW THEREFORE, MCISD and BGCM, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. BGCM's obligations:

- a. BGCM agrees to provide adequate appropriate supervision of students at the recognized drop off location at BGCM facilities, including maintaining a check-in list of students participating in the transportation and meal programs, subject to MCISD approval;
- b. BGCM acknowledges that once an MCISD student is transported to BGCM facilities, BGCM assumes responsibility over such student as it would with any minor child participating in BGCM activities.
- c. BGCM shall charge and collect from students participating in this transportation program a fee of \$100 per semester for each individual student utilizing such services, and a discounted rate of \$50 for each additional sibling participating in this transportation program;
- d. BGCM will be responsible for timely remitting payment to MCISD as reflected in regular invoices for additional transportation costs accrued under operation of this agreement.
- e. BGCM agrees to comply with all Texas Department of Agriculture training and meal counting requirements and claiming requirements in order to receive no charge meal services. BGCM will

be responsible for all counting and claiming requirements and, if not compliant will pay the required adult meal price for any unallowable meals not in compliance.

f. BGCM shall regularly monitor capacity of its facilities to ensure that it can safely accommodate the number of MCISD students participating in this transportation program and BGCM shall promptly notify MCISD if it, at any time during the operation of this agreement, realize that it cannot accept the number of students participating in this transportation program.

g. BGCM shall comply with all City of Mission Food Permit requirements and Food Establishment Requirements to include Food Handler permits for staff handling food.

h. BGCM agrees to allow MCISD Child Nutrition personnel and Texas Department of Agriculture auditors access to BGCM facilities for audit purposes as required.

i. BGCM agrees that MCISD will be the sole provider of afterschool meals during the school calendar days.

2. MCISD's obligations:

a. MCISD shall provide transportation to participating students from MCISD facilities to BGCM facilities;

b. MCISD shall provide BGCM invoices at the end of each semester reflecting the additional transportation costs (mileage, fuel, etc.) incurred as a result of its transportation of MCISD students to BGCM facilities;

c. MCISD will not be required to increase its expenses under this agreement by reason of monetary shortfall or increased expenses on the part of BGCM, nor shall any officer, employee, or agent of MCISD be authorized to make expenditures related to this agreement other than as set forth herein, or as agreed upon in writing and duly authorized by MCISD and BGCM.

d. MCISD will provide menus that comply with Texas Department of Agriculture Child and Adult Care At-Risk supper program, to include any requested special diet needs.

e. MCISD will provide training, required postings, and monitoring visits to comply with Texas Department Child and Adult Care At-Risk supper program.

3. General Provisions:

a. MCISD and BGCM agree and understand that the parties have no interest in each other's operations, facilities, employees, or funds, other than as set forth in this agreement.

b. Under no circumstances shall this Agreement be construed to create an employment relationship between MCISD and any employee, volunteer, agent, officer, or member of BGCM.

c. BGCM will indemnify and hold harmless MCISD, its officers, employees, agents, successors and assigns from any and all suits, claims and actions of every kind by reason of breach, violation or non-performance of any term or condition on the of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible. However, the parties agree that the authority of the City of Mission, by and through BGCM, to indemnify and hold harmless a third

party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess or collect funds, or create a sinking fund.

d. The Term of this Agreement shall be for one year following execution by authorized representatives of each party.

e. MCISD may terminate this agreement at any time, for and or no reason, upon 14calendar days' written notice to BGCM.

f. BGCM may terminate this agreement for cause due to material breach by MCISD upon 30 calendar days' written notice, except that MCISD shall be given the opportunity to cure the breach within such 30 days.

g. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

h. MCISD and BGCM waive all rights to attorney fees under Tex. Loc. Gov't Code§271.153.

i. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the uses and services contemplated under this Agreement.

j. In accordance with Texas Government Code section 2270.002, BGCM verifies that it does not boycott Israel and will not boycott Israel during the term of this contract and does not discriminate against firearm entities and firearm trade associations.

k. This Agreement represents the entire Agreement among the Parties and supersedes all prior negotiations, representations, and/or agreements, either, written or oral. This Agreement may be amended only by written instrument signed by both Parties.

Signed:

Criselda "Cris" Valdez, Ed. D

Mike R. Perez

Criselda "Cris" Valdez, Ed.D

**Interim Superintendent of Schools
Mission Consolidated Independent School District**

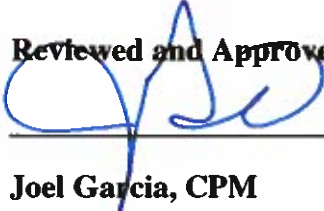
**City Manager
City of Mission**

9/18/24

Date

Date

Reviewed and Approved by Mission CISD



Joel Garcia, CPM

Deputy Superintendent for Business & Support Services

Mission Consolidated Independent School District



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Rick Venecia, Boys & Girls Club Director
AGENDA ITEM: Approval to enter into Agreement between City of Mission Boys & Girls Club and Mission CISD to provide extracurricular educational and enrichment opportunities – Venecia

NATURE OF REQUEST:

Mission Consolidated Independent School District wishes to provide extracurricular educational and enrichment opportunities to its students in grade 6 and under who might otherwise be financially unable to participate. Mission Boys & Girls Club will host various events at an MCISD facility. MCISD personnel will supervise and assist BGCM and student participants in their use of MCISD’s facilities for the Events. MCISD will waive rental fees as established in MCISD policy for BGCM’s use of the facilities for the Events.

BUGETED: Yes / No / N/A **FUND:** _____ **ACCT. #:** _____
BUDGET: \$ _____ **EST. COST:** \$ _____ **CURRENT BUDGET BALANCE:** \$ _____
BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager’s Recommendation: Approval *WRP*

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES
 _____ NAYS
 _____ DISSENTING _____

AGREEMENT
By and Between
Mission Consolidated Independent School District and
Boys and Girls Club of Mission, Texas

WHEREAS, Mission Consolidated Independent School District ("MCISD" or "District") wishes to provide extracurricular educational and enrichment opportunities to its students in grade 6 and under who might otherwise be financially unable to participate; **AND**

WHEREAS, Boys and Girls Club of Mission ("BGCM") seeks to provide services to enable young people to reach their full potential as productive, caring citizens; **AND**

WHEREAS, BGCM sponsors various events and opportunities in the Mission, Texas area;

WHEREAS, MCISD's students would benefit from access to events and resources sponsored by, and available to, BGCM members;

WHEREAS, MCISD has the facilities and resources to enable BGCM to host additional events that would be of benefit to MCISD students;

NOW THEREFORE, MCISD and BGCM, in consideration of the mutual covenants expressed hereinafter, agree as follows:

BGCM's Obligations:

- a. BGCM will host various events on mutually agreed-upon dates (the "Events," further described in Appendix A).
- b. Each Event will occur at an MCISD facility (identified in Appendix A) which will be rented to BGCM in accordance with MCISD policy GKD(LOCAL);
- c. BGCM will comply with all MCISD policies and procedures regarding outside use of MCISD facilities (specific attention is drawn to the requirements of MCISD policy series GKD, though all MCISD policies applicable to outside use of District facilities must be followed);
- d. BGCM will purchase and provide trophies/ribbons/participation materials for the Event participants at BGCM's discretion;
- e. BGCM will provide, free of charge to student participants of the Events, membership in the Boys and Girls Club of Mission;
- f. BGCM will provide staff to organize, plan, and run the Events, with the assistance and support of MCISD personnel as needed at each Event;
- g. BGCM will be responsible for procuring all supplies needed for each Event, except that MCISD may loan, as part of the facility rental by BGCM but at MCISD's discretion, certain equipment MCISD owns for the Events; and
- h. BGCM will provide MCISD a list of student participants at each Event, including the total number of participants, after the conclusion of the Event.

MCISD's Obligations:

- a. MCISD will pay BGCM a flat fee of **\$0** for the services provided by BGCM herein;

- b. **Payments shall be made [in equal monthly installments of...]**
- c. MCISD personnel will supervise and assist BGCM and student participants in their use of MCISD's facilities for the Events;
- d. MCISD will waive rental fees as established in MCISD policy for BGCM's use of the facilities for the Events;
- e. MCISD will *not* be required to increase its expenses under this agreement by reason of monetary shortfall or increased expenses on the part of BGCM, nor shall any officer, employee, or agent of MCISD be authorized to make expenditures related to this agreement other than as set forth herein, or as agreed upon in writing and duly authorized by MCISD and BGCM.

General Provisions:

- a. MCISD and BGCM agree and understand that the parties have no interest in each other's operations, facilities, employees, or funds, other than as set forth in this agreement.
- b. Under no circumstances shall this Agreement be construed to create an employment relationship between MCISD and any employee, volunteer, agent, officer, or member of BGCM.
- c. BGCM will indemnify and hold harmless MCISD, its officers, employees, agents, successors, and assigns from any and all suits, claims, and actions of every kind by reason of breach, violation, or non-performance of any term or condition on the part of BGCM herein, and further agrees to indemnify, hold harmless, and defend MCISD, its Board members, officials, and their respective employees from and against all claims and suits for injuries to persons (including death), property damages or loss, and expenses, including court costs and attorney's fees, arising out of or resulting from the BGCM's use of any District property or facility.
- d. The Term of this Agreement shall be for one year following execution by authorized representatives of each party.
- e. MCISD may terminate this agreement at any time, for any or no reason, upon 14 calendar days' written notice to BGCM. In the event of a termination by MCISD, the BGCM shall be entitled to a pro-rated fee which shall be calculated by multiplying the total fee by the percentage of tournaments as listed in Appendix A that have been completed as of the date of the termination. This recovery shall be the sole remedy available to BGCM. **[If there is an election to handle payment of fees in a different way such as per-event, then this will need to be modified.]** *Services do not require payment.*
- f. BGCM may terminate this agreement for cause due to material breach by MCISD upon 30 calendar days' written notice, except that MCISD shall be given the opportunity to cure the breach within such 30 days.
- g. The parties agree to comply fully with all applicable federal, state, and local statutes, rules, and regulations in connection with the services contemplated in this Agreement.
- h. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portion shall remain valid and in full force and effect to the fullest extent possible.
- i. MCISD and BGCM waive all rights to attorney fees under Tex. Loc. Gov't Code §271.153.
- j. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the uses and services contemplated under this Agreement.
- k. In accordance with Texas Government Code section 2270.002, BGCM verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

- l. This Agreement represents the entire Agreement among the Parties and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.
- m. **BGCM is responsible for reimbursing Mission CISD for any security services provided.**

Mission Consolidated Independent School District

By: Cris Valdez
Cris Valdez, Ed. D.
Interim Superintendent of Schools

Date: 9-18-2024

ATTEST: [Signature]
Joel Garcia, CPM
Deputy Superintendent for Business and Support Services

City of Mission Boys and Girls Club of Mission

By: _____
Norie Gonzalez Garza, Mayor

Date: _____

ATTEST: _____
Anna Carrillo, City Secretary

Enclosures:
Appendix A: MCISD Calendar of Events

**Mission Consolidated Independent School District
2024-2025 in Partnership with Boys & Girls Club of Mission
Activities-3rd-6th**

Item 17.

Month/Date	Activity/Schools	Grade Level	Time	Location
SEPTEMBER	VOLLEYBALL-G			
25	VMHS FEEDER	3rd-5th Girls	6:00-8:00 pm	VMHS Gym
26	VMHS & MHS FEEDER	6th-Girls	6:00-8:00 pm	MHS Gym
OCTOBER	VOLLEYBALL-G			
5	MHS FEEDER	3RD-5TH Girls	9:00-11:00 am	MHS Gym
OCTOBER	CROSS COUNTRY			
19	VMHS & MHS FEEDER	3rd-6th, G & B	8:30-9:30 am	VMHS Field
NOVEMBER	BASKETBALL			
11	VMHS FEEDER	3rd-5th Girls	6:00-8:00 pm	VMHS Gym
11	MHS FEEDER	3rd-5th Girls	6:00-8:00 pm	MHS Gym
18	VMHS FEEDER	3rd-5th Boys	6:00-8:00 pm	VMHS Gym
18	MHS FEEDER	3rd-5th Boys	6:00-8:00 pm	MHS Gym
DECEMBER				
9	VMHS/MHS FEEDER	6th Girls	6:00-8:00 pm	MHS Gym
16	VMHS/MHS FEEDER	6th Boys	6:00-8:00 pm	VMHS Gym
FEBRUARY	SOCCER			
24	MHS FEEDER	3rd-5th Co-Ed	6:00-8:00 pm	MHS Fields
24	VMHS FEEDER	3rd-5th Co-Ed	6:00-8:00 pm	VMHS Fields
MARCH	FLAG FOOTBALL-B			
1	MHS FEEDER	3rd-5th Boys	8:30-10:30 am	MHS Field
8	VMHS FEEDER	3rd-5th Boys	8:30-10:30 am	VMHS Field



****VMHS FEEDER- Bryan, Castro, Mims, Midkiff, Salinas, Alton**

****MHS FEEDER- Cavazos, Cantu, Waitz, Escobar-Rios, Marcell, O'Grady, Leal, Pearson;**

****VMHS & MHS FEEDER-6th - KWhite JHS, Mission JHS, Alton Memorial JHS, Rafael Cantu JHS**

(G)-Girls, (B)-Boys, VMHS-Veterans Memorial High School; MHS-Mission High School; Co-Ed- girls and boys combined

Note: month/date/activity/grade level/time/location is subject to change:

Mission CISD HPE Coordinator: Martina Carrillo & Boys & Girls Club of Mission Director: Rick Venecia



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024

PRESENTED BY: Anna Carrillo, City Secretary

AGENDA ITEM: Approval of Resolution # _____ expressing the city's nomination for the Appraisal District Board of Directors for 2025-2027 – Carrillo

NATURE OF REQUEST:

The Hidalgo County Appraisal District has invited Valley cities to submit nominations for Board of Directors for 2025-2027. Mayor Garza is recommending the nomination of Amador Requenez and Eddy Betancourt for council consideration.

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 *MRP*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS EXPRESSING ITS NOMINATION FOR APPRAISAL DISTRICT DIRECTORS FOR 2025-2027 ON THE HIDALGO COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS

WHEREAS, the City of Mission is authorized to make nominations for each position to be filled in the Hidalgo County Appraisal District Board of Directors; and

WHEREAS, these directors shall serve a two (2) year term beginning January 1, 2025 and that all taxing entities associated with the Hidalgo County Appraisal District are authorized to nominate up to five (5) individuals for said Board; and

WHEREAS, the City of Mission must submit the names of the nominees by written resolution to the Chief Appraiser;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS THAT the name (s) of:

Amador Requenez and Eddy Betancourt

is hereby nominated by the City of Mission to the Hidalgo County Appraisal District Board of Directors.

FURTHERMORE, the City of Mission directs the Chief Appraiser of the District to submit said nominations for consideration by all taxing entities within the Hidalgo County Appraisal District in the upcoming district election.

PASSED AND APPROVED this the 14th day of October, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Anna Carrillo, City Secretary
AGENDA ITEM: Approval of Resolution # ____ appointing an Alternate to serve on the Board of Directors for Amigos Del Valle - Carrillo

NATURE OF REQUEST:

Mayor Norie Gonzalez serves as the official representative of Amigos del Valle. Recommendation is to appoint Councilwoman Jessica Ortega as the alternate member in the absence of the Mayor.

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 *MRP*

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____

RESOLUTION _____

A RESOLUTION DESIGNATING AMIGOS DEL VALLE, INC. BOARD MEMBERS

WHEREAS, the City of Mission is a member of the Amigos Del Valle, Inc. Board; and

WHEREAS, the City of Mission, is asked to appoint a Board Representative & Alternate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS THAT it has appointed Norie Gonzalez Garza an elected official of this governmental entity to be the Official Member of the Amigos Del Valle, Inc. Board; and that it has appointed Jessica Ortega as the Alternate Member of this Board.

BE IT FURTHER RESOLVED that the two appointees named above are the only two (2) empowered to vote and act on behalf of this governmental entity of the Amigos Del Valle, Inc. Board.

PASSED AND APPROVED by the City Council of the City of Mission, Texas on this the 14th day of October 2024.

Norie Gonzalez Garza, Mayor

Anna Carrillo, City Secretary



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Juan Pablo "JP" Terrazas, P.E., Asst. City Manager
AGENDA ITEM: Authorization to Solicit Bids for Sodium Chlorite for the Public Works Department North & South Water Treatment Plants - Terrazas

NATURE OF REQUEST:

The City of Mission was in contract with International Dioxide (Bid No. 22-003-10-08) from November 10, 2023 through November 9, 2024. Staff is seeking authorization to solicit bids for the purchase of Sodium Chlorite for Public Works. Sodium Chlorite is needed by the Public Works Department as part of the Water Treatment Process.

BUGETED: Yes **FUND:** Utility -North Plant **ACCT. #:** 02-430-64220

BUDGET: \$ 1,000,000 **EST. COST:** \$ 250,000 **CURRENT BUDGET BALANCE:** \$ 676,000

BUGETED: Yes **FUND:** Utility -South Plant **ACCT. #:** 02-413-64220

BUDGET: \$ 800,000 **EST. COST:** \$ 150,000 **CURRENT BUDGET BALANCE:** \$ 579,000

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

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

_____ AYES
 _____ NAYS
 _____ DISSENTING _____

**CITY OF MISSION
PRICING SCHEDULE
BID NAME/NO.: SODIUM CHLORITE FOR WATER TREATMENT PLANTS**

Line Item	Estimated Qty	UOM	Item Description BASE TERM (1 YEAR)	Unit Price	Extension
1.	450,000	lbs	Sodium Chlorite for Water Treatment Plants	\$ _____	\$ _____

Renewal Terms: The City of Mission shall reserve the option to renew this order for an additional two (2) consecutive, one (1) year option periods at the end of the base term. A bidder may offer a fixed maximum percentage of escalation for each of the additional two years. The term of this contract shall be one (1) year from contract award date. The amount of escalation will be taken into consideration in evaluation of the bid. State maximum percentage of escalation as follows:

Renewal %'s Options for Sodium Chlorite for Water Treatment Plants:

- * _____ % 1st year renewal term
- * _____ % 2nd year renewal term

***IF NO PERCENTAGE OF ESCALATION IS INCLUDED A ZERO PERCENTAGE WILL BE ASSUMED.**

For any questions regarding the "Sodium Chlorite for Water Treatment Plants," please email Edgar Chapa, Contracts Administrator at echapa@missiontexas.us.

Owner or President Name: _____

Company Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Tax ID Number: _____

**Company Representative's Signature

Date

Company Representative's Name (Please Print)

Company Representative's Title

**Signature on this form indicates agreement with "Pricing, Instructions to Bidder-General Terms and Conditions, and Specifications"

City of Mission
Specifications
Chemical Name: Sodium Chlorite

Scope of Work: The City of Mission is accepting bids for Sodium Chlorite for the North and South Water Treatment Plants.

General Information: The maximum plant flow at the North Water Plant is 17.5 mgd and the minimum plant flow is 8.0 mgd. The average plant flow is 10.0 mgd. The maximum plant flow at the South Water Plant is 8.0 mgd and the minimum plant flow is 6.0 mgd. The average plant flow is 7.0mgd.

Specifications: Please read your specifications thoroughly and be sure that the Sodium Chlorite offered complies with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by letter attached to any changes made on your bid responses.

Item Description

- a. The bidder's **Sodium Chlorite** must be approved and registered as an **NSF Standard 60 product** for use in potable water systems
- b. Solution shall conform to the following:
 - i. Molecular Weight: 90.45
 - ii. Molecular Formula: NaClO₂
 - iii. Specific Gravity (water=1): 1.20-1.25 @25/25 C
 - iv. Density: 10.1 lbs/gal @ 25 C
 - v. Water Solubility: Soluble
 - vi. pH: >12 @ 25 C
 - vii. Volatility: 68-76% by volume
 - viii. Active Ingredients as follows:
 1. Active Ingredient: 25% (+/-1.0%) NaClO₂
 2. Inert Ingredients: 75% (+/- 1.0%) H₂O
 - ix. Appearance: Pale yellow, slightly hazy liquid
- c. System Performance Requirements as follows:
 - i. 100 lb. per day generator with draw down cylinder 150 mls. And at least one additional new or refurbished unit of equal capacity for standby purposes.
 - ii. PH meter on chlorine dioxide solution
 - iii. A 5 point distribution panel with valves (required only at the South Water Treatment Plant)
 - iv. One ultrasonic leveling indicator
 - v. Chlorite testing monthly licensed laboratories
 - vi. One amprometric titrator
 - vii. This equipment must be new or of equal quality
- d. To include product bulletin and material safety data sheets
- e. Storage of **Sodium Chlorite** must be delivered and stored in 6,000 gallon, double-wall chemical storage tanks. **Tanks are to be provided and installed by vendor at each facility.**
- f. Maintenance and Service visits as follows:
 - i. The bidder shall be responsible for maintenance of all furnished equipment, including parts and labor
 - ii. The bidder shall provide routine monthly visits to perform preventative maintenance and check the units for proper operation
- g. Services and typical frequency to be provided by the bidder as follows:
 - i. Conduct operator training on Chlorine Dioxide chemistry, application and specific generator operations
 - ii. Conduct safety training on Sodium Chlorite and Chlorine Dioxide
 - iii. Provide maintenance service to the Chlorine Dioxide generators as required
 - iv. Provide emergency service to the Chlorine Dioxide generators with a maximum 2-hour response time, 24 hours per day, 7 days a week
 - v. Service shall include but be not limited to:
 1. Review plant logs and operation of Chlorine Dioxide treatment
 2. Check the equipment for leaks or malfunction
 3. Run generator efficiencies
 4. Review laboratory by products reports with management
 5. Perform scheduled preventative maintenance on equipment
 6. Submit a written report outlining services and observations during the routine service visit
 7. Provide an annual report listing all bulk shipment and quantities during each contract term.
 8. Provide third party laboratory chloride ion analysis (three samples set per plant) on a monthly basis using ion chromatography
 9. Bidder shall submit a sample test per month to a certified laboratory as specified by TCEQ regulations

- h. Historical annual usage:
 - i. South Water Plant: 150,000 lbs.
 - ii. North Water Plant: 225,000 lbs



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Juan Pablo “JP” Terrazas, P.E., Asst. City Manager
AGENDA ITEM: Authorization to Solicit Bids for Liquid Polymer for the Public Works Department North & South Water Treatment Plants - Terrazas

NATURE OF REQUEST:

The City of Mission was in contract with Polydyne, Inc. (Bid No. 22-005-10-14) from November 15, 2023 through November 14, 2024. Staff is seeking authorization to solicit bids for the purchase of Liquid Polymer for Public Works. Liquid Polymer is needed by the Public Works Department as part of the Water Treatment Process.

BUGETED: Yes **FUND:** Utility -North Plant **ACCT. #:** 02-430-64220

BUDGET: \$ 1,000,000 **EST. COST:** \$ 87,500 **CURRENT BUDGET BALANCE:** \$ 676,000

BUGETED: Yes **FUND:** Utility -South Plant **ACCT. #:** 02-413-64220

BUDGET: \$ 800,000 **EST. COST:** \$ 87,500 **CURRENT BUDGET BALANCE:** \$ 579,000

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *MRP*

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

_____ AYES
_____ NAYS
_____ DISSENTING _____

**CITY OF MISSION
PRICING SCHEDULE**

BID NAME/NO.: LIQUID POLYMER FOR THE PUBLIC WORKS DEPARTMENT NORTH & SOUTH WATER TREATMENT PLANTS

Line Item	Estimated Qty	UOM	Item Description BASE TERM (1 YEAR)	Unit Price	Extension
1.	300,000	Lbs.	Liquid Polymer for the Public Works Department North & South Water Treatment Plants as follows: a. Bidder shall supply Liquid Polymer as an aqueous solution	\$ _____	\$ _____

Renewal Terms: The City of Mission shall reserve the option to renew this order for an additional two (2) consecutive, one (1) year option periods at the end of the base term. A bidder may offer a fixed maximum percentage of escalation for each of the additional two years. The term of this contract shall be one (1) year from contract award date. The amount of escalation will be taken into consideration in evaluation of the bid. State maximum percentage of escalation as follows:

Renewal %'s Options for Liquid Polymer for the Public Works Department North & South Water Treatment Plants:

* _____ % 1st year renewal term

* _____ % 2nd year renewal term

***IF NO PERCENTAGE OF ESCALATION IS INCLUDED A ZERO PERCENTAGE WILL BE ASSUMED.**

For any questions regarding the “Liquid Polymer for the Public Works Department North & South Water Treatment Plants,” please email Edgar Chapa, Contracts Administrator at echapa@missiontexas.us.

Owner or President Name: _____
 Company Address: _____
 City, State, Zip Code: _____
 Telephone Number: _____
 Fax Number: _____
 Email: _____
 Tax ID Number: _____

****Company Representative's Signature**

Date

Company Representative's Name (Please Print)

Company Representative's Title

**Signature on this form indicates agreement with “Pricing, Instructions to Bidder-General Terms and Conditions, and Specifications”

CITY OF MISSION
SPECIFICATIONS
BID NAME/NO.: LIQUID POLYMER FOR THE PUBLIC WORKS DEPARTMENT NORTH & SOUTH
WATER TREATMENT PLANTS

Scope of Work: The City of Mission is accepting bids for Liquid Polymer for the North and South Water Treatment Plants.

General Information: The maximum plant flow at the North Water Plant is 17.5 mgd and the minimum plant flow is 8.0 mgd. The average plant flow is 10.0 mgd. The maximum plant flow at the South Water Plant is 8.0 mgd and the minimum plant flow is 6.0 mgd. The average plant flow is 7.0mgd.

Specifications: Please read your specifications thoroughly and be sure that the Liquid Polymer offered complies with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by letter attached to any changes made on your bid responses.

Item Description
<p>Liquid Polymer as follows:</p> <ol style="list-style-type: none"> a. Bidder shall supply Liquid Polymer as an aqueous solution. b. The bidder's Liquid Polymer must be approved and registered as an NSF Standard 60 product for use in potable water systems. c. Solution shall conform to the following: <ol style="list-style-type: none"> i. pH: 6.0-8.0 ii. Solubility in water: complete iii. Specific Gravity (water = 1): 1.017-1.019 iv. Appearance: clear, straw colored liquid no odor v. Shelf Life: One (1) year, minimum vi. Boiling Point: 212 F (100 C) vii. Viscosity @ 25 C: 200 – 600 Centipoise (cp) viii. To include product bulletin and material safety data sheets d. To include delivery and unloading product into double wall bulk storage tank at each Treatment Plant. e. Historical annual usage for North and South Water Plants: 300,000 lbs. delivered in loads f. To include product bulletin, material safety data sheets and NSF approval documentation.

Deliveries of Chemicals for Water Treatment Plants shall be by drivers thoroughly trained and familiar with the related hazards, safety measures, and spill clean-up procedures. **ALL SPILLS AND LEAKAGE, REGARDLESS OF SIZE, SHALL BE PROPERLY AND IMMEDIATELY CLEANED UP BY THE BIDDER'S PERSONNEL.** Proper labeling, including hazard warnings, will be required on all delivery trucks.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Juan Pablo "JP" Terrazas, P.E., Asst. City Manager
AGENDA ITEM: Authorization to Solicit Bids for Liquid Emulsion Polymer for the Public Works Department Wastewater Treatment Plant - Terrazas

NATURE OF REQUEST:

The City of Mission was in contract with Polydyne, Inc. (Bid No. 22-006-10-14) from November 15, 2023 through November 14, 2024. Staff is seeking authorization to solicit bids for the purchase of Liquid Emulsion Polymer for Public Works. Liquid Emulsion Polymer is needed by the Public Works Department as part of the Wastewater Treatment Process.

BUGETED: Yes **FUND:** Utility – Wastewater Plant **ACCT. #:** 02-414-64220
BUDGET: \$ 75,000 **EST. COST:** \$ 60,000 **CURRENT BUDGET BALANCE:** \$ 75,000

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____

**CITY OF MISSION
 PRICING SCHEDULE
 BID NAME/NO.: LIQUID EMULSION POLYMER FOR THE PUBLIC WORKS DEPARTMENT
 WASTEWATER TREATMENT PLANT**

Line Item	Estimated Qty	UOM	Item Description BASE TERM (1 YEAR)	Unit Price	Extension
1.	6,875	Gal.	Liquid Emulsion Polymer for the Public Works Department Wastewater Treatment Plant as follows: a. Bidder shall supply Liquid Emulsion Polymer as an aqueous solution	\$ _____	\$ _____

Renewal Terms: The City of Mission shall reserve the option to renew this order for an additional two (2) consecutive, one (1) year option periods at the end of the base term. A bidder may offer a fixed maximum percentage of escalation for each of the additional two years. The term of this contract shall be one (1) year from contract award date. The amount of escalation will be taken into consideration in evaluation of the bid. State maximum percentage of escalation as follows:

Renewal %'s Options for **Liquid Emulsion Polymer for the Public Works Department Wastewater Treatment Plant:**

- * _____ % 1st year renewal term
- * _____ % 2nd year renewal term

***IF NO PERCENTAGE OF ESCALATION IS INCLUDED A ZERO PERCENTAGE WILL BE ASSUMED.**

For any questions regarding the ‘‘Liquid Polymer for Water Treatment Plant,’’ please email Edgar Chapa, Contracts Administrator at echapa@missiontexas.us.

Owner or President Name: _____
 Company Address: _____
 City, State, Zip Code: _____
 Telephone Number: _____
 Fax Number: _____
 Email: _____
 Tax ID Number: _____

 **Company Representative’s Signature _____
 Date

 Company Representative’s Name (Please Print)

 Company Representative’s Title

**Signature on this form indicates agreement with ‘‘Pricing, Instructions to Bidder-General Terms and Conditions, and Specifications’’

CITY OF MISSION
SPECIFICATIONS

BID NAME/NO.: LIQUID EMULSION POLYMER FOR THE PUBLIC WORKS DEPARTMENT WASTEWATER
TREATMENT PLANT

Scope of Work: The City of Mission is accepting bids for Liquid Emulsion Polymer for the Waste Water Treatment Plant.

General Information: The Waste Water Plant is rated at 13.5 mgd and the average plant flow is 8.0 mgd.

Specifications: Please read your specifications thoroughly and be sure that the Liquid Emulsion Polymer offered complies with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by letter attached to any changes made on your bid responses.

Item Description
<p>Liquid Emulsion Polymer as follows:</p> <ul style="list-style-type: none"> a. The successful bidder shall supply Liquid Emulsion Polymer as an aqueous solution for the Wastewater Plant. b. Emulsion Polymer must be easily applied via a chemical pump c. Emulsion Polymer must be FBSC1683 or approved equal d. Equality will be based upon total active polymer content. Any testing to verify equality will be at the cost of the bidder. e. The bidder's Liquid Emulsion Polymer must be approved and registered with the EPA for use in wastewater. f. Solution shall conform to the following: <ul style="list-style-type: none"> i. Product name (EPA registration): FBSC1683 ii. Specific Gravity: 1.02-1.04 iii. Weight (lbs/gal): 8.0-8.7 iv. Odor: Mineral v. Appearance: Off-White Opaque vi. H (1.0% Sol.) @ 25C: 3.0 vii. Solubility: 100% viii. Boiling Point: 200° F or 35°C ix. Freeze Point: 38°F or 0°C x. Active Solids: 43% xi. Shelf Life: 6 months minimum g. Product shall be supplied in 55 gallon containers or totes. h. Historical annual usage for the Wastewater Treatment Plant: 5,500 gallons delivered in loads i. To include product bulletin and material safety data sheets

Deliveries of Chemicals for Water Treatment Plant shall be by drivers thoroughly trained and familiar with the related hazards, safety measures, and spill clean-up procedures. **ALL SPILLS AND LEAKAGE, REGARDLESS OF SIZE, SHALL BE PROPERLY AND IMMEDIATELY CLEANED UP BY THE BIDDER'S PERSONNEL.** Proper labeling, including hazard warnings, will be required on all delivery trucks.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Brad Bentsen, Parks & Recreation Director
AGENDA ITEM: Approval of Interlocal Agreement between City of Mission and Sharyland Independent School District for Pool Use - Bentsen

NATURE OF REQUEST:

City of Mission and Sharyland ISD desire to enter into an Interlocal Agreement for the purpose for the use of the Natatorium Facility at Bannworth Park located at 1822 North Shary Road and Mayberry Pool Facility located at 115 South Mayberry Road by both Sharyland ISD Jr. High Schools and both Sr. High Schools. The agreement is for the 2024-2025 school year at a cost of \$17,000.00.

BUDGETED: Yes **FUND:** General **ACCT. #:** 01-300-34497

BUDGET: \$26,000 **EST. COST:** \$17,00 **CURRENT BUDGET BALANCE:** \$18,201

BUDGETED: Yes **FUND:** General **ACCT. #:** 01-300-34490

BUDGET: \$33,000 **EST. COST:** \$17,000 **CURRENT BUDGET BALANCE:** \$32,840

BID AMOUNT: \$ _____ N/A

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Legal

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

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

_____ AYES
 _____ NAYS
 _____ DISSENTING _____

THE STATE OF TEXAS

§

HIDALGO COUNTY

§

§

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MISSION, TEXAS AND SHARYLAND INDEPENDENT SCHOOL DISTRICT REGARDING THE NATATORIUM FACILITY AT BANNWORTH PARK LOCATED AT 1822 N. SHARY RD. AND MAYBERRY POOL LOCATED AT 115 S. MAYBERRY RD., MISSION, TEXAS, 78572**

This Interlocal Agreement under Chapter 791 of the Texas Government Code between the Sharyland Independent School District ("SISD") and the City of Mission, Texas (the "City").

The parties are authorized by the Interlocal Cooperation Act, Texas Government Code Chapter 791 to enter into cooperative agreements with other local government entities of the State of Texas for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, and programs.

The Facilities that are the subject of this agreement are the City's natatorium facility at Bannworth Park located at 1822 N. Shary Rd., Mission, Texas 78572 ("Facility A") and Mayberry Pool located at 115 S. Mayberry Rd., Mission, Texas 78572 ("Facility B"). The purpose of this agreement is to provide the terms and conditions for SISD's limited use of the Facility. The services that are the subject of this agreement are a governmental function.

The parties have determined that this agreement is in the best and public interest of the parties and their respective constituents.

The parties agree as follows:

1. SISD shall have the use of the Facilities Tuesday through Friday, commencing on August 27, 2024, and ending on May 15, 2025, and pursuant to the following schedule:

- SISD agrees to comply with the usage schedule identified as Exhibit A and attached hereto and incorporated herein by reference and any Amendments to Exhibit A. Amendments may be agreed to in writing by SISD.
- 24-hour notice to City is required for any change of schedule or cancellations in order for City to properly schedule Life Guard Staff at the pool facilities.

SISD Sr. High School Students shall have the right to use Facility A on the permitted days for two sessions per day. Session I (Pioneer High School) shall commence at 6:30 AM and end at 8:15 AM. Session 2 (Sharyland High School) shall commence at 3:00 PM and end at 5:30 PM.

SISD Jr. High Schools shall also have the right to use Facility A & Facility B on the permitted days for one session per day each. Session shall commence at 4:00 PM and end at 5:30 PM.

2. As consideration for SISD's Sr. High right to use Facility A, SISD shall pay to City the sum \$50.00 per session (267 total) regardless of whether SISD exercises its right to use the Facility A. The lump sum total consideration therefore is \$13,350.00 which half of the sum will be paid to

City by SISD on or before November 1, 2024 and the other half on or before February 1, 2025. In the event SISD fails to remit payment within 15 days of the due date, the CITY reserves the right to terminate the contract. If for any unforeseen reasons of non-use, refunds will be made accordingly.

3. As consideration for SISD's Jr. High right to use Facility A & Facility B, SISD shall pay to City the sum \$50.00 per session (73 total) regardless of whether SISD exercises its right to use the Facility A for said session(s). The lump sum total consideration therefore is **\$3,650.00** will be paid to City by SISD on or before February 1, 2025. In the event SISD fails to remit payment within 15 days of the due date, the CITY reserves the right to terminate the contract.

4. As consideration for SISD's Sr. High and Jr. High right to host UIL Affiliated Swim Meets at Facility A, City Staff will control entrance to Facility with a nominal charge of \$3.00 per Adult Spectator and \$2.00 per Student Spectator. SISD is granted right to sell "Cheat Sheets" and host concessions and collect all proceeds.

5. In the event of inclement weather or mechanical failure of Mission Consolidated Independent School District's ("MCISD") pool facility, an agreement will be reached and agreed upon between Mission Parks Director and Athletic Director of both School Districts for additional shared pool use by MCISD. Equally shared time between "Facility A" and "Facility B" for the benefit of student health will be achieved thru alternating weeks between the two facilities.

6. To the extent permitted by law, SISD hereby agrees to indemnify, defend, and hold harmless, release, acquit and forever discharge City, its agents, servants and employees and all persons natural or corporate, in privity with it, from any and all claims or causes of action of any kind whatsoever resulting from SISD's presence or activity in or about the Facility(s). This hold harmless and indemnification includes the cost of defending City by attorneys acceptable to City. Furthermore, SISD shall maintain bodily injury and property damage liability insurance policies in amounts and for functions that may be liable for as provided in the Texas Tort Claims Act (V.T.C.A. Civil Practices and Remedies Code Section 101.001, et seq.) as it now provides and as it may change from time to time during the term of this agreement, and such policies shall name City as an additional insured. SISD shall provide City with certificates of insurance evidencing same prior to entering the Facility and continually updating said certificates of insurance during its presence at the Facility.

7. In the event any provision of this agreement is found to be invalid, such invalidity shall not affect the validity of any other provision of this agreement.

8. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

* * *

If to City: City of Mission
Attention: Mike R. Perez, City Manager or his successor
1201 E. 8th Street
Mission, Texas 78572

If to SISD: Sharyland Independent School District
Attention: Dr. Elaine Howard, Superintendent or her successor
1106 N. Shary Road Mission, Texas 78572

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

9. The City reserves the right to terminate this agreement with or without cause upon thirty (30) day's written notice.

In witness whereof, the City and SISD have caused this agreement to be executed and attested by their respective officers here undersigned and their corporate seals to be affixed hereto, pursuant to adoption by City's City Council on October 14, 2024, and SISD's President of the Board of Trustees on _____.

City of Mission

Sharyland Independent School District

By: _____
Norie Gonzalez Garza, Mayor

By: _____
Maritza Venecia, President of the Board of Trustees

Attest:

Attest:

By: _____
Anna Carrillo, City Secretary

By: _____
David Keith, Secretary Board of Trustees



SISD BANWORTH POOL CALENDAR

**AUGUST
2024**

Important Information

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27 6:30-8:15 PHS	28	29 6:30-8:15 PHS	30	31



SISD BANWORTH POOL CALENDAR

**September
2024**

Important Information

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 LABOR DAY CITY HOLIDAY	3 6:30-8:15 PHS	4	5 6:30-8:15 PHS	6	7
8	9 6:30-8:15 PHS	10 6:30-8:15 PHS	11 6:30-8:15 PHS	12 6:30-8:15 PHS	13	14
15	16 6:30-8:15 PHS	17 6:30-8:15 PHS	18 6:30-8:15 PHS	19 6:30-8:15 PHS	20 6:30-8:15 PHS	21
22	23	24 6:30-8:15 PHS	25 6:30-8:15 PHS	26 6:30-8:15 PHS	27	28
29	30 6:30-8:15 PHS 4:00-5:30 SHS					



SISD BANWORTH POOL CALENDAR

**October
2024**

Important Information

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 6:30-8:15 PHS 4:00-5:30 SHS	2 6:30-8:15 PHS 4:00-5:30 SHS	3 6:30-8:15 PHS 4:00-5:30 SHS	4	5
6	7 6:30-8:15 PHS 4:00-5:30 SHS	8 6:30-8:15 PHS 4:00-5:30 SHS	9 6:30-8:15 PHS 4:00-5:30 SHS	10 6:30-8:15 PHS 4:00-5:30 SHS	11	12
13	14 Columbus Day	15 6:30-8:15 PHS 4:00-5:30 SHS	16 6:30-8:15 PHS 4:00-5:30 SHS	17 6:30-8:15 PHS 4:00-5:30 SHS	18 6:30-8:15 PHS 4:00-5:30 SHS	19
20	21 6:30-8:15 PHS 4:00-5:30 SHS	22 6:30-8:15 PHS 4:00-5:30 SHS	23 6:30-8:15 PHS 4:00-5:30 SHS	24 6:30-8:15 PHS 4:00-5:30 SHS	25	26
27	28 6:30-8:15 PHS 4:00-5:30 SHS	29 6:30-8:15 PHS 4:00-5:30 SHS	30 6:30-8:15 PHS 4:00-5:30 SHS	31 6:30-8:15 PHS 4:00-5:30 SHS		



SISD BANWORTH POOL CALENDAR

**November
2024**

Important Information

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4 6:30-8:15 PHS 4:00-5:30 SHS	5 6:30-8:15 PHS 4:00-5:30 SHS	6 6:30-8:15 PHS 4:00-5:30 SHS	7 6:30-8:15 PHS 4:00-5:30 SHS	8 Swim Meet	9 Swim Meet
10	11 VETERAN'S DAY	12 6:30-8:15 PHS 4:00-5:30 SHS	13 6:30-8:15 PHS 4:00-5:30 SHS	14 6:30-8:15 PHS 4:00-5:30 SHS	15 6:30-8:15 PHS 4:00-5:30 SHS	16
17	18 6:30-8:15 PHS 4:00-5:30 SHS	19 6:30-8:15 PHS 4:00-5:30 SHS	20 6:30-8:15 PHS 4:00-5:30 SHS	21 6:30-8:15 PHS 4:00-5:30 SHS	22	23
24	25 6:30-8:15 PHS	26 Thanksgiving BREAK	27 Thanksgiving BREAK	28 Thanksgiving Day	29 Thanksgiving BREAK	30 6:30-8:15 PHS
31						



SISD BANWORTH POOL CALENDAR

**December
2024**

Important Information

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 6:30-8:15 PHS 4:00-5:30 SHS	3 6:30-8:15 PHS 4:00-5:30 SHS	4 6:30-8:15 PHS 4:00-5:30 SHS	5 6:30-8:15 PHS 4:00-5:30 SHS	6	7
8	9 6:30-8:15 PHS 4:00-5:30 SHS	10 6:30-8:15 PHS 4:00-5:30 SHS	11 6:30-8:15 PHS 4:00-5:30 SHS	12 6:30-8:15 PHS 4:00-5:30 SHS	13	14
15	16 6:30-8:15 PHS 4:00-5:30 SHS	17 6:30-8:15 PHS 4:00-5:30 SHS	18 6:30-8:15 PHS 4:00-5:30 SHS	19 6:30-8:15 PHS 4:00-5:30 SHS	20	21
22	23 CHRISTMAS BREAK	24 CHRISTMAS BREAK	25 CHRISTMAS DAY	26 CHRISTMAS BREAK	27 CHRISTMAS BREAK	28 CHRISTMAS BREAK
29	30	31				



SISD BANWORTH POOL CALENDAR

**January
2025**

Important Information

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 NEW YEAR'S DAY	2 6:30-8:15 PHS 4:00-5:30 SHS	3 6:30-8:15 PHS 4:00-5:30 SHS	4 6:30-8:15 PHS 4:00-5:30 SHS
5	6 6:30-8:15 PHS 4:00-5:30 SHS	7 6:30-8:15 PHS 4:00-5:30 SHS	8 6:30-8:15 PHS 4:00-5:30 SHS	9 6:30-8:15 PHS 4:00-5:30 SHS	10 6:30-8:15 PHS 4:00-5:30 SHS	11
12	13 6:30-8:15 PHS 4:00-5:30 SHS	14 6:30-8:15 PHS 4:00-5:30 SHS	15 6:30-8:15 PHS 4:00-5:30 SHS	16 6:30-8:15 PHS 4:00-5:30 SHS	17	18
19	20 MARTIN LUTHER KING CITY HOLIDAY	21 6:30-8:15 PHS 4:00-5:30 SHS	22 6:30-8:15 PHS 4:00-5:30 SHS	23 6:30-8:15 PHS 4:00-5:30 SHS	24 6:30-8:15 PHS 4:00-5:30 SHS	25
26	27 6:30-8:15 PHS 4:00-5:30 SHS	28 6:30-8:15 PHS 4:00-5:30 SHS	29 6:30-8:15 PHS 4:00-5:30 SHS	30 6:30-8:15 PHS 4:00-5:30 SHS	31	



SISD BANWORTH POOL CALENDAR

**February
2025**

Important Information

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 6:30-8:15 PHS 4:00-5:30 SHS	4 6:30-8:15 PHS 4:00-5:30 SHS	5 6:30-8:15 PHS 4:00-5:30 SHS	6 6:30-8:15 PHS 4:00-5:30 SHS	7	8
9	10 BAD WEATHER DAY	11 6:30-8:15 PHS 4:00-5:30 SHS	12 6:30-8:15 PHS 4:00-5:30 SHS	13 6:30-8:15 PHS 4:00-5:30 SHS	14 6:30-8:15 PHS 4:00-5:30 SHS	15
16	17 PRESIDENTS DAY CITY HOLIDAY	18 6:30-8:15 PHS 4:00-5:30 SHS	19 6:30-8:15 PHS 4:00-5:30 SHS	20 6:30-8:15 PHS 4:00-5:30 SHS	21 6:30-8:15 PHS 4:00-5:30 SHS	22
23	24 6:30-8:15 PHS 4:00-5:30 SHS	25 6:30-8:15 PHS 4:00-5:30 SHS	26 6:30-8:15 PHS 4:00-5:30 SHS	27 6:30-8:15 PHS 4:00-5:30 SHS	28	



SISD BANWORTH POOL CALENDAR

**March
2025**

Important Information

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 6:30-8:15 PHS 4:00-5:30 SHS	4 6:30-8:15 PHS 4:00-5:30 SHS	5 6:30-8:15 PHS 4:00-5:30 SHS	6 6:30-8:15 PHS 4:00-5:30 SHS	7	8
9	10	11 6:30-8:15 PHS 4:00-5:30 SHS	12 6:30-8:15 PHS 4:00-5:30 SHS	13 6:30-8:15 PHS 4:00-5:30 SHS	14	15
16	17 SPRING BREAK	18 SPRING BREAK	19 SPRING BREAK	20 SPRING BREAK	21 SPRING BREAK	22
23	24 PHS / SHS 4:00-5:30 SJrH's both pools	25 6:30-8:15 PHS 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	26 6:30-8:15 PHS 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	27 6:30-8:15 PHS 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	28	29
30	31					



SISD BANWORTH POOL CALENDAR

**April
2025**

Important Information

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 6:30-8:15 PSH 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	2 6:30-8:15 PSH 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	3 6:30-8:15 PSH 4:00-5:30 PHSSHs 4:00-5:30 SJrH's x 2	4	5
6	7 6:30-8:15 PHS 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	8 6:30-8:15 PHS 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	9 6:30-8:15 PSH 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	10 6:30-8:15 PSH 4:00-5:30 SHS 4:00-5:30 SJrH x 2	11 6:30-8:15 PSH 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	12
13	14 6:30-8:15 PHS 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	15 6:30-8:15 PHS 4:00-5:00 SHS 4:00-5:30 SJrH's x 2	16 6:30-8:15 PHS 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	17 6:30-8:15 PHS 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	18 GOOD FRIDAY CITY HOLIDAY	19
20	21 6:30-8:15 PHS 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	22 6:30-8:15 PHS 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	23 6:30-8:15 PSH 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	24 6:30-8:15 PSH 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	25	26
27	28 6:30-8:15 PHS 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	29 6:30-8:15 PHS 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	30 6:30-8:15 PHS 4:00-5:30 SHS 4:00-5:30 SJrH's x 2			



SISD BANWORTH POOL CALENDAR

**May
2025**

Important Information

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 6:30-8:15 PHS 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	2	3
4	5 6:30-8:15 PHS 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	6 6:30-8:15 PHS 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	7 6:30-8:15 PHS 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	8 6:30-8:15 PHS 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	9	10
11	12 6:30-8:15 PHS 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	13 6:30-8:15 PHS 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	14 6:30-8:15 PHS 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	15 6:30-8:15 PHS 4:00-5:30 SHS 4:00-5:30 SJrH's x 2	16	17
18	19	20	21	22	23	24
25	26 MEMORIAL DAY CITY HOLIDAY	27	28	29	30	31



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024

PRESENTED BY: Brad Bentsen, Parks & Recreation Director

AGENDA ITEM: Approval of Interlocal Agreement between City of Mission and Mission Consolidated Independent School District for Pool Use – Bentsen

NATURE OF REQUEST:

City of Mission and Mission CISD desire to enter into an Interlocal Agreement for the purpose for the use of the Natatorium Facility at Bannworth Park located at 1822 North Shary Road and Mayberry Pool Facility located at 115 South Mayberry Road by both Mission CISD Jr. High Schools and Sr. High Schools. The agreement is for the 2024-2025 school year at a cost determined by pool use at the end of the 2024-2025 Swim Season if needed.

BUDGETED: Yes **FUND:** General **ACCT. #:** 01-300-34497

BUDGET: \$26,000 **EST. COST:** \$ **CURRENT BUDGET BALANCE:** \$18,201

BUDGETED: Yes **FUND:** General **ACCT. #:** 01-300-34490

BUDGET: \$33,000 **EST. COST:** \$ **CURRENT BUDGET BALANCE:** \$32,840

BID AMOUNT: \$ N/A

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Legal

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

THE STATE OF TEXAS
HIDALGO COUNTY

§
§
§

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MISSION, TEXAS AND MISSION CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT REGARDING THE NATATORIUM FACILITY
AT BANNWORTH PARK LOCATED AT 1822 N. SHARY RD., MISSION, TEXAS AND
MAYBERRY POOL LOCATED AT 115 S. MAYBERRY ST. MISSION TEXAS, 78572**

This is an Interlocal Agreement under Chapter 791 of the Texas Government Code between the Mission Consolidated Independent School District (“MCISD”) and the City of Mission, Texas (the “City”).

The parties are authorized by the Interlocal Cooperation Act, Texas Government Code Chapter 791 to enter into cooperative agreements with other local government entities of the State of Texas for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, and programs.

The Facilities that are the subject of this agreement are the City’s Natatorium Facility (“Facility A”) at Bannworth Park located at 1822 North Shary Road., Mission, Texas and Mayberry Pool (“Facility B”) located at 115 South Mayberry Road., Mission, Texas, 78572. The purpose of this agreement is to provide the terms and conditions for MCISD’s limited use of said Facilities. The services that are the subject of this agreement are a governmental function.

The parties have determined that this agreement is in the best and public interest of the parties and their respective constituents.

The parties agree as follows:

- Dive Teams:** MCISD High Schools and Jr High Schools Dive Teams shall have the shared use of Facility A (Bannworth) dive well with SISD Dive Teams commencing September 1, 2024, and ending May 22, 2025, as more specifically identified in Exhibit A. MCISD shall have the shared right to use Facility A dive well of Monday thru Friday for two sessions per day for High School Dive Teams and Monday through Friday for Jr High School Dive Teams from 6:30 AM to 8:15 AM and from 4:30 PM to 6:00 PM.
- As consideration for MCISD's right to use the Facility A Dive Well, MCISD shall pay to City the sum of \$12.00 per session for High School Dive Teams based on 8 divers daily and \$6.00 for Jr. High Dive Teams based on 4 divers daily should need occur due to inclement weather or mechanical failure of MCISD pool. The lump sum total consideration therefore will be determined upon the end of the swim season based on the number of times dive well is utilized. In the event MCISD fails to remit payment within 15 days of the due date, the City reserves the right to terminate the contract. If during the Jr High swim season, the numbers of divers should increase, associated costs will incur.
- Swim:** MCISD Sr. High School Students shall have the right to use “Facility A” or Facility B”

on the permitted days for two sessions per day. Session 1 shall commence at 6:30 AM and end at 8:15 AM. Session 2 shall commence at 4:30 PM and end at 6:00 PM.

MCISD Jr. High Schools shall also have the right to use “Facility A” or “Facility B” on the permitted days for one session per day. Session shall commence at 4:30 PM and end at 6:00 PM. In the event of unforeseen problems with Facility A, Facility B will be available under same agreement.

In the event of inclement weather or mechanical failure of MCISD’s existing pool facility, an agreement will be reached and agreed upon between Mission Parks Director and Athletic Director of both MCISD and SISD for additional shared pool use for MCISD. Equally shared time between “Facility A” and “Facility B” for the benefit of student health will be achieved thru alternating weeks between the two facilities.

4. As consideration for MCISD’s right to use the Facilities “A” or “B” MCISD shall pay to City the sum of \$45.00 per session. The sum of \$45.00 per session will be paid to City by MCISD at the end of the 2024-2025 swim season.

24-hour notice to City is required for any change of schedule or cancellations in order for City to properly schedule Life Guard Staff at the pool facilities.

5. To the extent permitted by law, MCISD hereby agrees to indemnify, defend, hold harmless, release, acquit and forever discharge City, its agents, servants and employees, and all persons, natural or corporate, in privity with it, from any and all claims or causes of action of any kind whatsoever resulting from MCISD’s presence or activity in or about the Facilities. Furthermore, MCISD shall maintain bodily injury and property damage liability insurance policies in amounts and for functions that municipalities may be liable for as provided in the Texas Tort Claims Act (V.T.C.A. Civil Practices and Remedies Code Section 101.001, et seq.) as it now provides and as it may change from time to time during the term of this agreement, and such policies shall name City as an additional insured. MCISD shall provide City with certificates of insurance evidencing same prior to entering the Facilities and continually updating said certificates of insurance during its presence at the Facilities.

6. In the event any provision of this agreement is found to be invalid, such invalidity shall not affect the validity of any other provision of this agreement.

7. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Mission
 Attention: Mike R. Perez, City Manager or his
 successor 1201 E. 8th Street
 Mission, Texas 78572

If to MCISD: Mission Consolidated Independent School District
Attention: Dr. Chris Valdez, Superintendent or her
successor 1201 Bryce Drive
Mission, Texas 78572

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

8. The City reserves the right to terminate this agreement with or without cause upon thirty (30) day's written notice.

In witness whereof, the City and MCISD have caused this agreement to be executed and attested by their respective officers here undersigned and their corporate seals to be affixed hereto, pursuant to adoption by City's City Council October 14, 2024, and MCISD's Superintendent of Schools on_____.

CITY OF MISSION

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

**MISSION CONSOLIDATED
INDEPENDENT SCHOOL
DISTRICT**

Dr. Chris Valdez
Superintendent of Schools

ATTEST:

Joel Garcia, CPM
Deputy Superintendent for Business and Support Services



MISSION CISD SWIM CALENDAR

**AUGUST
2024**

SWIM AND DIVE SCHEDULE FOR MISSION AND VETERANS HIGH SCHOOLS

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31



MISSION CISD SWIM CALENDAR

**September
2024**

SWIM AND DIVE SCHEDULE FOR MISSION AND VETERANS HIGH SCHOOLS

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 LABOR DAY CITY HOLIDAY	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					



MISSION CISD SWIM CALENDAR

**October
2024**

SWIM AND DIVE SCHEDULE FOR MISSION AND VETERANS HIGH SCHOOLS

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	2 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	3 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	4 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	5
6	7 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	8 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	9 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	10 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	11 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	12
13	14 Columbus Day CITY HOLIDAY	15 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	16 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	17 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	18 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	19
20	21 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	22 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	23 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	24 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	25 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	26
27	28 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	29 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	30 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	31 VHS 6:30-8:15 AM MHS 4:30-6:00 PM		



MISSION CISD SWIM CALENDAR

**November
2024**

SWIM AND DIVE SCHEDULE FOR MISSION AND VETERANS HIGH SCHOOLS

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 SCHOOL HOLIDAY	2
3	4 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	5 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	6 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	7 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	8 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	9
10	11 VETERAN'S DAY	12 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	13 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	14 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	15 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	16
17	18 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	19 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	20 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	21 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	22 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	23
24	25 SCHOOL HOLIDAY	26 SCHOOL HOLIDAY	27 SCHOOL HOLIDAY	28 Thanksgiving Day	29 SCHOOL HOLIDAY	30
31						



MISSION CISD SWIM CALENDAR

**December
2024**

SWIM AND DIVE SCHEDULE FOR MISSION AND VETERANS HIGH SCHOOLS

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	3 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	4 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	5 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	6 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	7
8	9 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	10 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	11 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	12 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	13 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	14
15	16 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	17 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	18 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	19 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	20 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	21
22	23 SCHOOL HOLIDAY	24 SCHOOL HOLIDAY	25 CHRISTMAS DAY	26 SCHOOL HOLIDAY	27 SCHOOL HOLIDAY	28
29	30 SCHOOL HOLIDAY	31 SCHOOL HOLIDAY				



MISSION CISD SWIM CALENDAR

**January
2025**

SWIM AND DIVE SCHEDULE FOR MISSION AND VETERANS HIGH SCHOOLS

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 NEW YEAR'S DAY	2 SCHOOL HOLIDAY	3 SCHOOL HOLIDAY	4
5	6 SCHOOL HOLIDAY	7 SCHOOL HOLIDAY	8 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	9 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	10 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	11
12	13 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	14 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	15 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	16 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	17 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	18
19	20 MARTIN LUTHER KING CITY HOLIDAY	21 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	22 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	23 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	24 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	25
26	27 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	28 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	29 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	30 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	31 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	



MISSION CISD SWIM CALENDAR

**February
2025**

SWIM AND DIVE SCHEDULE FOR MISSION AND VETERANS HIGH SCHOOLS

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	4 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	5 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	6 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	7 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	8
9	10 SCHOOL HOLIDAY	11 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	12 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	13 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	14 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	15
16	17 PRESIDENTS DAY CITY HOLIDAY	18 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	19 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	20 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	21 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	22
23	24 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	25 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	26 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	27 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	28 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	



MISSION CISD SWIM CALENDAR

**March
2025**

SWIM AND DIVE SCHEDULE FOR MISSION AND VETERANS HIGH SCHOOLS

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	4 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	5 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	6 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	7 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	8
9	10 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	11 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	12 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	13 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	14 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	15
16	17 SPRING BREAK	18 SPRING BREAK	19 SPRING BREAK	20 SPRING BREAK	21 SPRING BREAK	22
23	24 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	25 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	26 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	27 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	28 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	29
30	31 VHS 6:30-8:15 AM MHS 4:30-6:00 PM					



MISSION CISD SWIM CALENDAR

**April
2025**

SWIM AND DIVE SCHEDULE FOR MISSION AND VETERANS HIGH SCHOOLS

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	2 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	3 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	4 SCHOOL HOLIDAY	5
6	7 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	8 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	9 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	10 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	11 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	12
13	14 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	15 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	16 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	17 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	18 GOOD FRIDAY CITY HOLIDAY	19
20	21 SCHOOL HOLIDAY	22 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	23 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	24 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	25 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	26
27	28 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	29 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	30 VHS 6:30-8:15 AM MHS 4:30-6:00 PM			



MISSION CISD SWIM CALENDAR

**May
2025**

SWIM AND DIVE SCHEDULE FOR MISSION AND VETERANS HIGH SCHOOLS

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	2 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	3
4	5 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	6 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	7 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	8 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	9 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	10
11	12 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	13 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	14 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	15 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	16 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	17
18	19 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	20 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	21 VHS 6:30-8:15 AM MHS 4:30-6:00 PM	22 LAST DAY OF SCHOOL	23	24
25	26 MEMORIAL DAY CITY HOLIDAY	27	28	29	30	31



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Vidal Roman, Finance Director
AGENDA ITEM: Approval of Publicity and Tourism Agreement with the Greater Mission Chamber of Commerce, Inc. in the amount not to exceed \$310,000 from Hotel Motel Occupancy Tax and \$92,000 from the General Fund – Roman

NATURE OF REQUEST:

Approval of Publicity and Tourism Agreement with the Greater Mission Chamber of Commerce, Inc. for Fiscal Year 2024-25. These are funds that are received from the Hotel Motel Occupancy Tax under VATS Tax Code, Section 351.101 to use hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry.

Attached is a copy of the 2024-2025 agreement to be effective October 1, 2024 through September 30, 2025 in the amount not to exceed \$310,000.00 from the Hotel Motel Occupancy Tax and \$92,000 from the General Fund.

BUGETED: Yes FY24-25 **FUND:** Hotel/Motel **ACCT. #:** 24-450-94675

BUDGET: \$315,000 **EST. COST:** \$310,000 **CURRENT BUDGET BALANCE:** \$

BID AMOUNT: \$

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____

STATE OF TEXAS §
 COUNTY OF HIDALGO §
 CITY OF MISSION §

FUNDING AGREEMENT BETWEEN THE CITY OF MISSION AND THE GREATER MISSION CHAMBER OF COMMERCE, INC.

This Agreement is executed on this the 14th day of October, 2024 effective October 1, 2024, by and between the City of Mission, (hereinafter referred to as “City”) a municipal corporation of Hidalgo County, Texas, and the Greater Mission Chamber of Commerce, Inc. (hereinafter referred to as “Chamber”).

I.

The City of Mission, by authority of powers granted to it under state statutes and its City Charter has heretofore enacted a local hotel occupancy tax on occupants of hotels within the City.

II.

As part of its obligation under statutes (primarily V.A.T.S. Tax Code, Section 351.101) to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the City hereby agrees to pay to the Chamber a portion of the money actually received by the City from the local hotel occupancy tax as collected by the City Secretary (the “Hotel Occupancy Tax Funds”), in consideration for the Chamber advertising and promoting tourism for the visitor market from which the City derives direct tourism income benefit.

The Chamber agrees that any local Hotel Occupancy Tax Funds paid to it by the City shall be used only in the following specific areas:

1. The furnishing of facilities, personnel and materials for the registration of convention delegates, registrants and tourists.
2. Advertising and conducting solicitation and promotional programs to attract tourists and convention delegates or registrants to the City and its surrounding areas.
3. Advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.
4. To furnish and provide services and programs as stipulated in the Budget – Attachment ‘A’
5. Devise and coordinate special events to attract (1) winter visitors, (2) conventions, (3) Mexican visitors, and (4) other Valley residents.
6. Create and coordinate an effective public relations campaign designed to build Mission as an enjoyable tourist destination.
7. Improve facilities to promote tourism with City Council’s written approval.

The Chamber agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists and conventions to the local area and to the City by publishing and distributing brochures and community information packets, and by advertising in various tourist publications and general media publications which are appropriate, by representing the City in travel shows and other such events, by participating with state and regional agencies in tourist development programs of benefit to the local area and to the City, and by using all appropriate means to increase the traveling public’s awareness of the cultural and recreational advantages of the local area and the City.

The Chamber further agrees that it will seek to achieve economic benefit for the City through all of such activities, that it will provide tourist-related information about the City upon request, and that it will

serve as an advisory board to the City, on request, in matters related to expanding the tourist de economy.

III.

The following Performance Measures will be used as indicators of the services being provided by the Chamber:

- A. Increased Sales Tax Revenues
- B. Increased Hotel Occupancy Tax Revenues
- C. Enhance to maintain business relationships with tourism partners, i.e. Hoteliers, RV Parks, etc.
- D. Timely and thorough tourism and financial reporting
- E. Creativity and innovation exhibited in Chamber Programs
- F. Level of participation at Chamber tourism activities

IV.

The City hereby also agrees to pay to the Chamber a portion from its general fund to be used for Chamber business development (the “General Funds”).

V.

It is expressly understood and agreed by and between the parties that the Chamber is hired and engaged as an independent contractor and is not an officer, agent or employee of the City.

VI.

The Chamber shall secure sufficient number of employees to accomplish this Agreement. The Chamber shall further provide such office space, equipment, supplies and other materials as may be necessary to accomplish the purpose of this Agreement.

The Chamber shall provide to the City bi-monthly reports on the activities that are conducted to benefit the City, an audited annual financial report for the Chamber within three months of the end of its fiscal year, and an annual financial audit and statement listing the expenditures made from local hotel occupancy tax revenues paid by the City to the Chamber within three months from the end of the City’s fiscal year. It is further agreed by the Chamber that it shall maintain said hotel occupancy tax revenue in a separate account established for that purpose and that it shall not co-mingle that revenue with any other money or maintain it in any other account.

The Chamber shall maintain complete and accurate financial records of each expenditure of local hotel occupancy tax revenue and, upon request by the City, shall make the records available for inspection and review.

VII.

It is understood and agreed by and between the parties that Hotel Occupancy Tax Funds may be spent by the Chamber for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and if directly related to those duties listed in Section II. The portion of the total administrative costs for which hotel occupancy tax revenues are expended may not exceed the actual administrative cost for these activities. It is understood and agreed by and between the parties that General Funds may be spent by the Chamber for business development.

VIII.

The City agrees to pay the Chamber Hotel Occupancy Tax Funds in the annual sum of \$310,000.00 payable in quarterly installments. Such payments will be dependent upon and shall not exceed the availability of Hotel Occupancy Revenues for the fiscal year contracted.

The City agrees to also pay the Chamber from the city's General Fund the annual sum of \$92,000.00 payable in one lump sum.

Payment for services to the Chamber shall be based upon requests for reimbursement with proper documentation. Payment will be made in compliance with and as required by new state legislative law. The City shall have the right to audit and inspect the Chamber's records in order to verify expenditures.

IX.

This Agreement shall begin on the 1st day of October, 2024, and shall continue in force for a period of one (1) year, ending September 30, 2025. However, either the City or the Chamber shall, upon affording proper written notice in the manner herein below provided, have the option to terminate this Agreement at any time within twelve (12) months after giving such notice. The City shall review the Agreement annually prior to budget adoption. The City and Chamber, by mutual consent of each governing body, may amend and/or extend this agreement.

X.

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the City Manager, City of Mission, 1201 E. 8th Street, Mission, Texas, 78572, or to the Mission Chamber of Commerce, 202 West Tom Landry, Mission, Texas, 78572.

XI.

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Chamber from participating with regional or state tourism programs or to contract for joint promotion with other agencies.

XII.

This Agreement shall be subject to the laws and statutes of the State of Texas and that exclusive jurisdiction shall lie in the state or district courts of Hidalgo County, Texas.

XIII.

The Chamber agrees to and shall indemnify and hold harmless and defend the City, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of the Chamber, its officers, agents and employees, carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both the Chamber and the City, that the indemnity provided for in this paragraph is also indemnity by the Chamber to indemnify and protect the City from the consequences of the City's own negligence, where the negligence is a concurring cause of the injury, death or damage. The Chamber shall carry or cause

to be carried public liability and bodily injury insurance on all automobiles used in the operations emb
by this agreement in the combined liability limits of Five Hundred Thousand and No/100 (\$500,000).

XIV.

The Chamber shall keep in effect a policy of general liability. Said insurance policy shall name the City as an additional insured. Said policy, or duplicate original thereof, must be filed with the City before any operations contemplated by this Agreement are begun.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

READ, CONSIDERED AND APPROVED on this the 14th day of October, 2024.

CITY OF MISSION

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

**GREATER MISSION CHAMBER OF
COMMERCE, INC.**

Chairman of the Board



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Cesar Torres, Chief of Police
AGENDA ITEM: Approval of Resolution No. ___ authorizing the Mission Police Department to submit an Agreement for the Temporary Closure of State Right-of-Way to the Texas Department of Transportation for the Sharyland High School Homecoming Parade in October 2024 - Torres

NATURE OF REQUEST:

The agreement is required by the Texas Department of Transportation for the closure of Shary Road (FM 494) from Victoria Road to School Lane, for safety reasons. The original route will begin in the parking lot of the Mission Event Center (200 N. Shary Rd.), exit through the west parking lot of the Mission Event Center, travel North on Shary Road (FM 494) (passing Business 83), and end at Sharyland High School (1216 N. Shary Rd). The Mission Police Department will be responsible for securing the route and safety of all participants, and reroute all traveling vehicular traffic. The Sharyland High School Homecoming Parade is scheduled for Wednesday, October 23, 2024, from 4:00 PM to 6:30 PM.

BUDGETED: _____ 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 MRP

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 A SINGLE NORTHBOUND LANE ON SHARY ROAD (FM 494) FROM VICTORIA ROAD TO SCHOOL LANE FOR SHARYLAND 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 a single northbound lane on Shary Road (FM 494) from Victoria Road to School Lane, between the hours of 4:00 p.m. to 6:30 p.m. on Wednesday, October 23, 2024.

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 Pink 5k walk/run 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 the single northbound lane on Shary Road (FM 494) from Victoria Road to School Lane, for safety reasons. The original route will begin in the parking lot of the Mission Event Center (200 N. Shary Rd.), exit through the west parking lot of the Mission Event Center, travel North on Shary Road (FM 494) (passing Business 83), and end at Sharyland High School (1216 N. Shary Rd).

SECTION 4: The City Manager is authorized to issue a parade permit for the Sharyland High School Homecoming Parade.

READ, CONSIDERED AND APPROVED on this, the 14th day of October, 2024.

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.”

WITNESSETH

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 a single northbound lane on Shary Road (FM 494) from Victoria Road to School Lane, for the purpose of the Sharyland 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 14th day of October 2024, 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:

Agreement No. _____

City:	State:
<u>City of Mission</u> <u>1201 East 8th Street, Mission, Tx</u> _____ _____ _____	Texas Department of Transportation _____ _____ _____

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: Sharyland High School Homecoming Parade

DATE OF CLOSURE: Wednesday, October 23rd, 2024

TIME OF CLOSURE: 4:00 pm to 6:30 pm

(SEE ATTACHED ROUTE MAP AND ROAD CLOSURES)

Exhibit B

RESOLUTION

Exhibit C

Agreement No. _____

Item 26.



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Cesar Torres, Chief of Police
AGENDA ITEM: Approval of Resolution No. ___ authorizing the Mission Police Department to submit an Agreement for the Temporary Closure of State Right-of-Way to the Texas Department of Transportation for the City of Mission's Veterans Day Parade & 5K Event in November 2024 - Torres

NATURE OF REQUEST:

The agreement is required by the Texas Department of Transportation for the closure of eastbound lanes on U.S. Business 83 from Holland avenue to Stewart road, Conway Avenue from Tom Landry to 8th street, and Bryan road (F.M. 396) from Elm Street to Matamoros street for the purpose of the City of Mission Veterans Day Parade and 5K event. The Mission Police Department will be responsible for securing the route and safety of all participants, and rerouting all traveling vehicular traffic through other local roads and state right of ways (FM 396 & SH 107) as feasible for public safety. The City of Mission Veterans Day Parade and 5K event is scheduled for Saturday, November 9th, 2024, from 6:00 AM to 5:00 PM.

BUDGETED: _____ 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 MRP

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

_____ AYES
_____ NAYS
_____ DISSENTING _____

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AUTHORIZING THE SUBMITTAL TO THE TEXAS DEPARTMENT OF TRANSPORTATION BY THE MISSION POLICE DEPARTMENT OF AN AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY OF EASTBOUND LANES ON U.S. BUSINESS 83 FROM HOLLAND AVENUE TO STEWART ROAD, CONWAY AVENUE FROM TOM LANDRY TO 8TH STREET, AND BRYAN ROAD (FM 396) FROM ELM STREET TO MATAMOROS STREET ONLY FOR THE PURPOSE OF THE CITY OF MISSION VETERANS DAY PARADE AND 5K EVENT AND AUTHORIZING THE ISSUANCE OF A PUBLIC PERMIT THEREFORE.

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

WHEREAS, the City has requested the temporary closure of eastbound lanes on U.S. Business 83 from Holland avenue to Stewart road, Conway Avenue from Tom Landry to 8th street, and road (F.M. 396) from Elm Street to Matamoros street only for the purpose of the City of Mission Veterans Day Parade and 5K event between the hours of 6:00 a.m. to 5:00 p.m. on Saturday, November 9th, 2024.

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

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

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

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

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

SECTION 1: The City of Mission Veterans Day Parade and 5K event is an event that serves a public purpose.

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

SECTION 3: Pursuant to said agreement, the City will close eastbound lanes on U.S. Business 83 from Holland avenue to Stewart road, Conway Avenue from Tom Landry to 8th street, and Bryan road (F.M. 396) from Elm Street to Matamoros street.

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

READ, CONSIDERED AND APPROVED on this, the 14th day of October, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

STATE OF TEXAS §

COUNTY OF §

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

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

W I T N E S S E T H

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

WHEREAS, the City has requested the temporary closure of eastbound lanes on U.S. Business 83 from Holland avenue to Stewart road, southbound lanes on Conway Avenue from Tom Landry to 8th street, and southbound lanes on Bryan road (F.M. 396) from Elm Street to Matamoros street only for the purpose of the City of Mission Veterans Day Parade and 5K event, 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 14th day of October of 2024, the Mission City Council passed Resolution / Ordinance No. _____, attached hereto and identified as “Exhibit B,” establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

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

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

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

A G R E E M E N T

Article 1. CONTRACT PERIOD

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

Article 2. EVENT DESCRIPTION

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

Article 3. OPERATIONS OF THE EVENT

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

Article 4. OWNERSHIP OF DOCUMENTS

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

Article 5. TERMINATION

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

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

Article 6. DISPUTES

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

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

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

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

Article 9. AMENDMENTS

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

Article 10. COMPLIANCE WITH LAWS

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

Article 11. LEGAL CONSTRUCTION

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

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the

following respective addresses:

City:	State:
<u>City of Mission</u> <u>1201 East 8th Street, Mission, Tx</u> <hr/> <hr/>	Texas Department of Transportation <hr/> <hr/> <hr/>

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF MISSION

Executed on behalf of the City by:

By _____ Date _____
City Official

Typed or Printed Name and Title _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

By _____ Date _____
Director of Maintenance

Exhibit A

ROAD CLOSURE EVENT NAME AND DATE

NAME: City of Mission Veterans Day Parade and 5K Event

DATE OF CLOSURE: Saturday, November 9th, 2024

TIME OF CLOSURE: 6:00 a.m. to 5:00 p.m.

(SEE ATTACHED ROUTE MAP AND ROAD CLOSURES)

Exhibit B

RESOLUTION

Exhibit C

Agreement No. _____

Item 27.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Cesar Torres, Chief of Police
AGENDA ITEM: Approval of Resolution No. _____ authorizing the submittal of application FY24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation (No Match Required) from the Bureau of Justice and authorizing Mayor as the Authorized Representative - Torres

NATURE OF REQUEST:

The Mission Police Department is seeking approval of a resolution authorizing the submittal of the application FY24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation from the Bureau of Justice and authorizing the Mayor as the Authorized Representative. The total allocation for the City of Mission is designated at \$12,134.00. This grant will allow additional funding for the Mission Police Department’s purchase of body cameras for police officers. This grant does not require a match.

BUDGETED: _____ **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 *MRP*

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 FY24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation be operated for the 2024-2025 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 FY24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation to the Bureau of Justice.

READ, CONSIDERED AND APPROVED, this 14th day of October 2024.

Norie Gonzalez Garza, Mayor

Attest:

Anna Carrillo, City Secretary

2024 Texas Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2024 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2022> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
TX	ANGELINA COUNTY	County	*	
TX	LUFKIN CITY	Municipal	\$15,520	\$15,520
TX	BELL COUNTY	County	*	
TX	KILLEEN CITY	Municipal	\$65,625	
TX	TEMPLE CITY	Municipal	\$19,610	\$85,235
TX	BEXAR COUNTY	County	\$57,377	
TX	SAN ANTONIO CITY	Municipal	\$816,563	\$873,940
TX	BOWIE COUNTY	County	*	
TX	TEXARKANA CITY	Municipal	\$13,316	\$13,316
TX	BRAZOS COUNTY	County	*	
TX	BRYAN CITY	Municipal	\$26,950	
TX	COLLEGE STATION CITY	Municipal	\$16,906	\$43,856
TX	CAMERON COUNTY	County	\$17,452	
TX	BROWNSVILLE CITY	Municipal	\$52,309	\$69,761
TX	COLLIN COUNTY	County	*	
TX	FRISCO CITY	Municipal	\$14,566	
TX	MCKINNEY CITY	Municipal	\$18,224	
TX	PLANO CITY	Municipal	\$31,722	\$64,512
TX	COMAL COUNTY	County	*	
TX	NEW BRAUNFELS CITY	Municipal	\$15,497	\$15,497
TX	DALLAS COUNTY	County	*	
TX	BALCH SPRINGS CITY	Municipal	\$10,703	
TX	CARROLLTON CITY	Municipal	\$15,884	
TX	DALLAS CITY	Municipal	\$766,798	
TX	DESOTO CITY	Municipal	\$12,453	
TX	DUNCANVILLE CITY	Municipal	\$10,043	
TX	GARLAND CITY	Municipal	\$43,901	
TX	GRAND PRAIRIE CITY	Municipal	\$30,676	
TX	IRVING CITY	Municipal	\$55,922	
TX	LANCASTER CITY	Municipal	\$15,679	
TX	MESQUITE CITY	Municipal	\$46,560	

TX	RICHARDSON CITY	Municipal	\$12,112	\$1,020,731
TX	DENTON COUNTY	County	*	
TX	DENTON CITY	Municipal	\$29,472	
TX	LEWISVILLE CITY	Municipal	\$22,314	
TX	THE COLONY CITY	Municipal	\$10,748	\$62,534
TX	ECTOR COUNTY	County	*	
TX	ODESSA CITY	Municipal	\$51,354	\$51,354
TX	EL PASO COUNTY	County	\$22,337	
TX	EL PASO CITY	Municipal	\$141,339	\$163,676
TX	GALVESTON COUNTY	County	\$10,112	
TX	GALVESTON CITY	Municipal	\$20,497	\$30,609
TX	GRAYSON COUNTY	County	*	
TX	SHERMAN CITY	Municipal	\$12,589	\$12,589
TX	GREGG COUNTY	County	*	
TX	LONGVIEW CITY	Municipal	\$21,110	\$21,110
TX	HARRIS COUNTY	County	\$633,526	
TX	HOUSTON CITY	Municipal	\$1,938,709	\$2,572,235
TX	HAYS COUNTY	County	\$11,930	
TX	SAN MARCOS CITY	Municipal	\$25,586	\$37,516
TX	HOWARD COUNTY	County	*	
TX	BIG SPRING CITY	Municipal	\$11,680	\$11,680
TX	JEFFERSON COUNTY	County	*	
TX	BEAUMONT CITY	Municipal	\$88,326	
TX	PORT ARTHUR CITY	Municipal	\$29,086	\$117,412
TX	LAMAR COUNTY	County	*	
TX	PARIS CITY	Municipal	\$15,156	\$15,156
TX	LUBBOCK COUNTY	County	*	
TX	LUBBOCK CITY	Municipal	\$195,216	\$195,216
TX	MCLENNAN COUNTY	County	*	
TX	WACO CITY	Municipal	\$65,670	\$65,670
TX	MIDLAND COUNTY	County	*	
TX	MIDLAND CITY	Municipal	\$40,515	\$40,515
TX	NUECES COUNTY	County	*	
TX	CORPUS CHRISTI CITY	Municipal	\$186,309	\$186,309
TX	POTTER COUNTY	County	*	
TX	AMARILLO CITY	Municipal	\$108,276	\$108,276
TX	SMITH COUNTY	County	\$22,564	
TX	TYLER CITY	Municipal	\$35,039	\$57,603
TX	TARRANT COUNTY	County	\$10,021	
TX	ARLINGTON CITY	Municipal	\$155,927	

TX	FORT WORTH CITY	Municipal	\$353,598	\$519,546
TX	TAYLOR COUNTY	County	*	
TX	ABILENE CITY	Municipal	\$39,448	\$39,448
TX	TOM GREEN COUNTY	County	*	
TX	SAN ANGELO CITY	Municipal	\$24,405	\$24,405
TX	TRAVIS COUNTY	County	\$55,354	
TX	AUSTIN CITY	Municipal	\$342,941	\$398,295
TX	VICTORIA COUNTY	County	*	
TX	VICTORIA CITY	Municipal	\$21,428	\$21,428
TX	WALKER COUNTY	County	*	
TX	HUNTSVILLE CITY	Municipal	\$14,043	\$14,043
TX	WEBB COUNTY	County	*	
TX	LAREDO CITY	Municipal	\$57,467	\$57,467
TX	WICHITA COUNTY	County	*	
TX	WICHITA FALLS CITY	Municipal	\$34,017	\$34,017
TX	BASTROP COUNTY	County	\$17,588	
TX	BAYTOWN CITY	Municipal	\$22,428	
TX	BRAZORIA COUNTY	County	\$16,156	
TX	CONROE CITY	Municipal	\$16,179	
TX	DONNA CITY	Municipal	\$14,179	
TX	EDINBURG CITY	Municipal	\$23,655	
TX	FORT BEND COUNTY	County	\$66,670	
TX	HARLINGEN CITY	Municipal	\$17,929	
TX	HIDALGO COUNTY	County	\$36,403	
TX	HUMBLE CITY	Municipal	\$11,680	
TX	HUNT COUNTY	County	\$24,996	
TX	JOHNSON COUNTY	County	\$12,271	
TX	LIBERTY COUNTY	County	\$13,247	
TX	MCALLEN CITY	Municipal	\$15,270	
TX	MISSION CITY	Municipal	\$12,134	
TX	MONTGOMERY COUNTY	County	\$65,171	
TX	NORTH RICHLAND HILLS CITY	Municipal	\$10,430	
TX	PASADENA CITY	Municipal	\$63,148	
TX	PHARR CITY	Municipal	\$18,633	
TX	ROUND ROCK CITY	Municipal	\$13,816	
TX	SAN BENITO CITY	Municipal	\$10,930	
TX	TEXAS CITY CITY	Municipal	\$12,657	
TX	WESLACO CITY	Municipal	\$10,885	
TX	WILLIAMSON COUNTY	County	\$11,998	
	Local total		\$7,598,930	

OMB No. 1121-0329
Approval Expires 2/28/2027



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Solicitation Title: BJA FY24 Edward Byrne Memorial Justice Assistance Grant (JAG)

Program—Local Solicitation

Assistance Listing Number 16.738

Grants.gov Opportunity Number: O-BJA-2024-172239

Solicitation Release Date: September 4, 2024

Step 1: Application Grants.gov Deadline: 8:59 p.m. Eastern Time on October 16, 2024

Step 2: Application JustGrants Deadline: 8:59 p.m. Eastern Time on October 22, 2024

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Synopsis

Program Description Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) seeks applications for formula funding to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings to states to support a range of program areas under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation.

With this solicitation, the Bureau of Justice Assistance (BJA) seeks to award Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds to eligible units of local government. (BJA will issue a separate solicitation for applications from states.)

For more information on the JAG Program, please refer to the [JAG Fact Sheet](#) and/or [JAG Frequently Asked Questions \(FAQs\)](#).

OJP is committed to advancing work that promotes civil rights and equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

This program furthers the DOJ's mission to uphold the rule of law, to keep our country safe, and to protect civil rights.

Funding Category

Competition ID	Competition Title (Category Name)	Expected Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2024-00091-PROD	Category 1—Applicants with eligible allocation amounts of less than \$25,000	587	\$9,041,009	10/1/2023	24
C-BJA-2024-00092-PROD	Category 2—Applicants with eligible allocation amounts of \$25,000 or more	553	\$75,880,039	10/1/2023	48

Eligibility

- Special district governments
- City or township governments
- County governments
- Native American tribal governments (Federally recognized)

By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state, or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

The eligible allocations by state for the fiscal year (FY) 2024 JAG Program can be found at: <https://bja.ojp.gov/program/jag/overview>.

Eligible allocations under the JAG Program are posted annually on the JAG web page. See the [Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds](#) section for more information. **Applicants with eligible allocation amounts of less than \$25,000 will apply to Category 1, and applicants with eligible allocation amounts of \$25,000 or more will apply to Category 2.**

Agency Contact Information

For assistance with the requirements of this solicitation, contact the OJP Response Center by phone at 800-851-3420, 301-240-6310 (TTY for hearing-impaired callers only), or email grants@ncjrs.gov. The OJP Response Center operates from 10:00 a.m. to 6:00 p.m. ET Monday–Friday and from 10:00 a.m. to 8:00 p.m. ET on the solicitation close date.

For procedures related to unforeseen technical issues beyond the control of the applicant that impact submission by the deadlines, see the “How To Apply” section, [Experiencing Unforeseen Technical Issues](#).

For assistance with submitting the [Application for Federal Assistance standard form \(SF-424\)](#) and a [Disclosure of Lobbying Activities \(SF-LLL\)](#) in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov Customer Support](#), or support@grants.gov. The Grants.gov Support Hotline is open 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the **full application** in JustGrants, contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. The JustGrants Service Desk operates from 7:00 a.m. to 9:00 p.m. ET Monday–Friday and from 9:00 a.m. to 5:00 p.m. ET on Saturday, Sunday, and federal holidays.

Application Submission Information

Registration

Before submitting an application, an applicant must have a registration in the [System for Award Management \(SAM.gov\)](#).

Submission

Applications must be submitted to DOJ electronically through a two-step process that begins in [Grants.gov](#) and is completed in JustGrants. See the [Submission Dates and Time](#) section for the [Grants.gov](#) and JustGrants application deadlines.

Step 1: The applicant must register for this opportunity in Grants.gov at <https://grants.gov/register> and submit by the Grants.gov deadline the required [Application for Federal Assistance standard form \(SF-424\)](#) and a [Disclosure of Lobbying Activities \(SF-LLL\)](#). See the [Submission Dates and Time](#) section for application deadlines.

Step 2: The applicant must submit the **full application**, including attachments, in JustGrants at JustGrants.usdoj.gov by the JustGrants application deadline. See the [Submission Dates and Time](#) section for application deadlines.

Program Description

Program Description Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) seeks applications for formula funding to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings to states to support a range of program areas under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation. This program furthers the DOJ’s mission to uphold the rule of law, to keep our country safe, and to protect civil rights.

With this solicitation, the Bureau of Justice Assistance (BJA) seeks to award Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds to eligible units of local government. (BJA will issue a separate solicitation for applications from states.)

For more information on the JAG Program, please refer to the [JAG Fact Sheet](#) and/or [JAG Frequently Asked Questions \(FAQs\)](#).

OJP is committed to advancing work that promotes civil rights and equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

Statutory Authority

The JAG Program is authorized by Title I of Public Law 90-351 (generally codified at [34 U.S.C. 10101-10726](#)), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Specific Information

Statutory Formula

JAG awards are based on a statutory formula that is fully described within the [JAG Technical Report](#). Once each fiscal year’s overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics to begin a four-step grant award calculation process, which generally consists of the following:

1. Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine whether the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
3. Dividing each state’s final award amount (except for the territories and the District of Columbia) between the state and its units of local governments at rates of 60 and 40 percent, respectively.
4. Determining award allocations for the units of local government, which are based on their proportion of the state’s 3-year violent crime average. If the “eligible award amount” for a particular unit of local government, as determined on this basis, is

\$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local Solicitation) for a JAG award. If the “eligible award amount” for a particular unit of local government, as determined on this basis, is less than \$10,000, the funds are not made available for a direct award to that particular unit of local government but instead are added to the amount that is awarded to the state.

Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds

Eligible allocations under JAG are posted annually on the [JAG web page](#).

According to the JAG Program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See [34 U.S.C. § 10156\(d\)\(4\)](#). Units of local government identified by BJA as disparate must select a fiscal agent that will submit an application for the allocation that includes all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by each participating jurisdiction’s authorized representative. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility, an applicant should visit the [JAG web page](#), click on their respective state, and note the following regarding the state’s allocation table:

1. Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
2. Counties that have an asterisk (*) under the “Direct Allocation” column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and be a signatory on the required MOU.
3. Direct allocations are listed alphabetically below the shaded disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU. See the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.

Statutory Program Areas

In general, JAG funds awarded to a unit of local government under the FY 2024 program may be used to hire additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.

7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.

In connection with all of the above purposes, it should be noted that the JAG statute, at [34 U.S.C. § 10152](#), defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

BJA Areas of Emphasis

BJA recognizes that many state and local justice systems currently face challenging fiscal environments, and an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local criminal justice agencies and community-based public safety partners. Key areas of priority for BJA include: Prevention and Prosecution of Hate Crimes, Election Security, Enhancing Justice System Reform Strategies, Advancing Equity and Support for Underserved Communities, and Violent Crime Reduction.

BJA encourages recipients of FY 2024 JAG funds to coordinate with federal criminal justice agencies and other stakeholders, including communities most impacted by crime and violence, in addressing these challenges. Additional details on the BJA areas of emphasis can be found below.

Prevention and Prosecution of Hate Crimes

Hate crimes (sometimes called bias-motivated crimes) are criminal offenses motivated by some form of bias toward victims based on their perceived or actual race, color, ethnicity, religion, national origin, sexual orientation, gender, gender identity, or disability. Hate crimes have a devastating effect beyond the harm inflicted on any one victim. They reverberate through families, communities, and the entire nation as others fear that they too may be threatened, attacked, or forced from their homes because of what they look like, who they are, where they worship, whom they love, or whether they have a disability. As with most other crimes, hate crimes in the United States are primarily investigated under state law and prosecuted by local, state, and tribal authorities. However, reluctance from victims and witnesses to contact law enforcement about hate crime incidents may arise from perceptions of bias, distrust of law enforcement or the criminal justice system, or barriers such as language and concerns about immigration status. Hate crimes are chronically underreported to and under-identified by law enforcement. Tools such as the U.S. Bureau of Justice Statistics’ [National Crime Victimization Survey \(NCVS\)](#) and the Federal Bureau of Investigation’s (FBI’s) [Uniform Crime Reporting \(UCR\) program](#) and [FBI's Crime Data Explorer \(CDE\)](#) shed some light on trends among those hate crimes reported to law enforcement or through NCVS. Although hate crimes are often

underreported, in recent years, there have been alarming spikes in hate crimes and threats of violence across the country, often fueled by online hate forums. In 2022, the most recently published data, hate crimes were at their highest recorded levels as reported to the FBI UCR program. In addition to those incidents reported through the UCR program, in 2023, jurisdictions from across the country reported increases in threats and attacks motivated by antisemitism or Islamophobia, target certain educational institutions such as Historically Black Colleges and Universities, or target individuals on the basis of their gender identity or sexual orientation.

During a [November 2023 United Against Hate Virtual Forum](#), Attorney General Merrick Garland addressed the recent spike in hate crimes, and reemphasized that, “Combating hate-fueled violence remains central to the Justice Department’s mission.” A critical part of that mission is equipping state, local, and tribal justice agencies with the tools and resources to address hate crimes. [Research from the National Institute of Justice](#) (NIJ) indicates that despite the known underreporting of hate crimes, many state and local law enforcement agencies do not have adequate tools to identify, investigate, and respond to hate crimes, and only 23 percent of law enforcement agencies that responded to the survey reported any hate crime investigations in 2018.

BJA encourages JAG recipients to utilize funding to promote change and accountability by supporting state, local, and tribal efforts to prevent hate crimes, build trust with communities to encourage reporting of hate-related criminal offenses and incidents, and promote efforts to fully investigate and prosecute hate crimes when they do occur. This includes ensuring those agencies that have not yet transitioned to the National Incident Based Reporting System (NIBRS) doing so expeditiously to ensure that national hate crime statistics are as accurate as possible. More information on BJA’s portfolio addressing hate crimes, including the [Emmett Till Cold Case Investigations](#) and [Matthew Shepard and James Byrd, Jr. Hate Crimes](#) Programs, can be found [Hate Crime | Bureau of Justice Assistance](#).

Election Security

In 2021, the Department launched a law enforcement task force to address the rise in threats against election workers, administrators, officials, and others associated with the electoral process. For more information regarding the Department’s efforts to combat threats against election workers, read the [Deputy Attorney General’s memo](#). The task force, announced by Attorney General Merrick B. Garland and launched by Deputy Attorney General Lisa O. Monaco in June 2021, has led DOJ’s efforts to address threats of violence against election workers, and to ensure that all election workers—whether elected, appointed, or volunteer—are able to do their jobs free from threats and intimidation. The task force engages with election-related stakeholders and state and local law enforcement to assess allegations and reports of threats against election workers, and it has investigated and prosecuted these matters where appropriate, in partnership with FBI Field Offices and U.S. Attorneys’ Offices throughout the country.

[On January 9, 2024, the Department provided updated information](#) pertaining to its efforts to “ensure that all qualified voters have the opportunity to cast their ballots and have their votes counted free of discrimination, intimidation, or criminal activity in the election process, and to ensure that our elections are secure and free from foreign malign influence and interference.”

The [broad criminal justice purposes supported by the JAG Program](#) permit JAG funds to be used to deter, detect, and protect against threats of violence against election workers,

administrators, officials, and others associated with the electoral process. BJA encourages state and local JAG applicants to utilize JAG funding to prevent and respond to violent threats of this kind.

Enhancing Justice System Reform Strategies

The justice system serves an important role in protecting communities and seeking justice for victims. For the justice system to serve that role effectively, it must be fair, open, and equitable; utilize evidence-based approaches; and promote restorative practices and rehabilitation. For far too long, however, the justice system has not lived up to its promise. Racial disparities and other inequities, as well as overly harsh sentences, have driven up incarceration rates, which can create mistrust in the justice system and divert resources away from other urgent community needs. To build strong, safe, and healthy communities, it is critical to address the underlying, entrenched issues of inequity and disparity in the criminal justice system so that all persons receive equal treatment under the law. Jurisdictions should carefully review the ways in which the structures and incentives within their own systems are driving correctional populations and racial disparities and realign operations and target resources toward community solutions.

On May 25, 2023, the Department released a series of 10 new reports and guidance documents as part of its ongoing efforts to implement [Executive Order 14704 on Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety](#). The announcement included commitments to update guidance prohibiting racial profiling by federal law enforcement agencies; develop methods to promote accreditation standards to encourage adoption of policies in the Executive Order by state, tribal, local, and territorial (STLT) law enforcement agencies; release a report on the Department's efforts to implement the First Step Act; and issue guidance on officer wellness, investigating in-custody deaths, and responses to individuals in crisis, among others.

The Office of Justice Programs is committed to advancing bold, effective justice reform solutions that deliver safety, equity, and justice for all. Justice system reform includes, but is not limited to, a wide range of investments in community safety and justice such as accountability of law enforcement to build and enhance community trust, alternatives to incarceration, ensuring the right to continuous and effective defense counsel, community supervision reforms, support for mental health and substance use treatment services, supporting community-driven programs and partnerships, and improving pretrial processes. Efforts to continue to address the backlog of court cases that grew dramatically during the pandemic would fall in this category. BJA also encourages state court leaders to access no-cost training and technical assistance (TTA) to support strategic planning, assessment of needs and strategies and new approaches to address rights protected under the sixth amendment to the U.S. Constitution, such as speedy trial, fair and impartial juries, the right to call and cross-examine witnesses, and the right to counsel. Visit <https://www.strengthenthesixth.org/> for more information.

Finally, BJA has launched a [Justice Reinvestment Initiative \(JRI\) website](#) which provides detailed information, including state snapshots, on how state leaders can work with experts to conduct agency-spanning data analysis; develop and implement data-driven, tailored solutions to address complicated criminal justice challenges; and maximize resources to achieve stronger and safer communities. BJA encourages JAG recipients to utilize funding for projects that promote all aspects of justice system reform.

Advancing Equity and Support for Underserved Communities

Consistent with the Presidential [Memorandum on Restoring the Department of Justice's Access-to-Justice Function and Reinvigorating the White House Legal Aid Interagency Roundtable](#) and [Executive Order 13985](#), Advancing Racial Equity and Support for Underserved Communities Through the federal government, the Department is committed to ensuring equal access to justice and identifying and reducing disparities that exist throughout the criminal and civil legal systems, as well as removing barriers to ensure equal opportunity for communities that have been historically underserved, marginalized, and adversely affected by inequality. This commitment is evidenced by the April 14, 2022, [Equity Action Plan](#) designed to increase equity, opportunity, and resources for the most vulnerable communities. BJA encourages JAG recipients to use funds to support efforts at the state, territory, local, and tribal levels to institute more effective and equitable criminal justice policies and practices, foster public trust, and enhance public safety and security by increasing engagement with community members and building partnerships with community organizations to develop a shared vision and approach to addressing crime. This includes support for strategies to ensure the protection of defendants' and incarcerated individuals' constitutional rights and safety, as well as efforts to address wrongful convictions and conviction integrity. This also includes supporting technological or personnel upgrades to provide more equitable access to justice, including language access resources, resources to better serve those with disabilities, rural communities, and indigent defense representation. Finally, this can include efforts to build partnerships between the criminal justice system and nonprofits to provide support for collaborative, community-driven and informed efforts, such as community-based diversion programs outside of the criminal justice system, increasing access to resources to support the right to counsel, and developing community-driven and informed prevention programs or responses to violent crime.

Violent Crime Reduction

In May 2021, the Department launched a [comprehensive violent crime reduction strategy](#) to protect American communities from violent crimes, including gun violence. On December 11, 2023, Attorney General Merrick B. Garland [announced](#) the release of the Justice Department's [Violent Crime Reduction Roadmap](#), a one-stop shop of federal resources to assist local jurisdictions in developing, implementing, and evaluating strategies to prevent, intervene in, and respond to violent crime. The Roadmap helps connect jurisdictions with the information and resources they need to meet the complex and evolving challenges to help reduce violent crime.

Additionally, on April 3, 2024, Attorney General Garland [delivered remarks](#) at a convening of grantees under OJP's [Community Based Violence Intervention and Prevention Initiative](#). He emphasized that the Department's approach to disrupting violent crime is "centered on our partnerships—both with the communities harmed by violent crime and with the law enforcement agencies that protect those communities. Our department-wide anti-violent crime strategy leverages the resources of our federal prosecutors, agents, investigators, grant programs, and criminal justice experts toward those ends. We are working closely with local and state law enforcement agencies, with officials across government, and with the communities most affected by this violence, and with the community organizations on the front lines—all toward one goal: the goal of making our communities safer."

BJA encourages JAG grantees to invest funds to tailor programs and responses to state and local crime issues through the use of data and analytics; coordinate with United States Attorneys Project Safe Neighborhoods grantees and community violence intervention strategies

in order to leverage funding for crime and violence reduction projects and coordinate their law enforcement activities with those of federal law enforcement agencies such as the FBI, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security; and form partnerships with federal, state, and local law enforcement and prosecutors to identify persons who use guns to commit a crime and who purchase or sell guns illegally. This includes ensuring that persons prohibited from purchasing firearms (see e.g., [18 U.S.C. § 922\(g\)](#)) are prevented from doing so by ensuring complete, accurate, and timely access to the [FBI's National Instant Criminal Background Check System \(NICS\)](#) and the timely submission of all necessary records into the FBI databases, which will help prevent illegal transfers of firearms to those who are prohibited from owning firearms under current law. BJA also encourages JAG grantees to invest in implementing programs that provide training, assistance, and resources to law enforcement agencies to mitigate the current crisis in law enforcement recruitment and retention; enhance community policing approaches; bolster the security of at-risk places of worship such as synagogues, churches, and mosques; provide security for election workers; enforce commonsense gun laws; and upgrade systems and/or purchase technology that support agency strategies to reduce violent crime and enhance their capacity to better address crime.

Additional Uses of JAG Funds

JAG funds awarded under this solicitation may also be used to:

- Support reentry projects with the goal of improving outcomes for incarcerated individuals returning to the community from prison or jail.
- Support public defense systems, including the hiring and retention of attorneys.
- Support projects related to preventing, detecting, seizing, and/or stopping the presence and use of contraband cellphones within correctional facilities. This includes the purchasing of managed access systems and other mitigation technologies (as permitted by applicable law).
- Purchase fentanyl and methamphetamine detection equipment, including handheld instruments and training for law enforcement safety, as well as opioid reversal agents.
- Purchase drug-detection canines to combat the rise of drug trafficking, including that of methamphetamines.
- Support efforts to seal and expunge criminal history information in accordance with state laws and policies.
- Support efforts to attract and retain an inclusive, diverse, expert, and accountable law enforcement workforce that reflects the community it serves.
- Support virtual reality de-escalation training.
- Purchase humane remote restraint devices that enable law enforcement to restrain an uncooperative subject without inflicting pain.
- Purchase gunfire detection technology.
- Support implementation of Rapid DNA at the booking station to include assisting with the initial costs associated with updating criminal history systems, integration with booking station systems, and purchasing new technologies associated with Rapid DNA at the booking station (Note: JAG funds may not be used for Rapid DNA testing of evidentiary material; see the "DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database" section for more information on the topic).
- Purchase an Electronic Tracing System (eTrace)

- Purchase a NIBIN Enforcement Support System (NESS)

Additionally, JAG funds awarded under this solicitation may be used for any purpose indicated here: [Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants \(JAG\) Program May Be Used](#).

Limitations on the Use of JAG funds

Administrative Costs

Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

Supplanting

JAG funds may not be used to supplant state or local funds but must be used to increase the amount of such funds that would, in the absence of federal funds, be made available. See the JAG FAQs for examples of supplanting. Although supplanting is prohibited, BJA encourages the leveraging of federal funding.

Matching Funds

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

Prohibited and Controlled Equipment and Associated Procedures under JAG

The JAG statute, at [34 U.S.C. § 10152\(d\)](#), specifically identifies a list of prohibited items. In addition, consistent with [Executive Order 14074](#), Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety of May 25, 2022, the use of OJP grant funds for the purchase or transfer of certain equipment has been designated as prohibited or controlled starting with FY 2023 OJP grant funds. Details and associated procedures for requesting prior approval, where applicable, can be found in the [JAG Prohibited and Controlled Equipment Guidance](#) and the [JAG FAQs](#).

Other Program Requirements

A unit of local government that applies for and receives an FY 2024 JAG award must note the following:

Trust Fund

Units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see [2 C.F.R. § 200.305](#).

Certifications and Assurances by the Chief Executive of the Applicant Government (Which Incorporates the 30-Day Governing Body Review Requirement)

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government.” The most up-to-date version of this certification can be found at: [FY24 JAG—Certifications and Assurances by the Chief Executive of the Applicant Government](#). Please note that this certification contains assurances that the governing

body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied. Please note that this certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

Please note that only direct JAG award recipients must provide this certification to OJP and that prior to making any subawards (including subawards to disparate jurisdictions), the direct JAG award recipient must collect a completed certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. OJP will not deny an application for a JAG award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances properly executed by its respective chief executive (e.g., the mayor).

Minimum Requirements for Extreme Risk Protection Order Programs (ERPOs)

An extreme risk protection order (ERPO) empowers law enforcement, and in some states, family members, health care providers, and others to petition a court for a civil order that temporarily prevents a person from accessing firearms if they are found to be a danger to themselves. If grantees use their JAG funds to support ERPO programs, ERPO programs must include, at a minimum:

1. Pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive or procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses.
2. The right to be represented by counsel at no expense to the government.
3. Pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State’s evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights and the substantive and procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation.
4. Penalties for abuse of the program.

Prior to the expenditure of FY24 JAG funds for an ERPO program, a [Certification of Compliance with Pub. L. No. 90-351, Title I, Sec. 501\(a\)\(1\)\(I\)\(iv\)](#) must be signed by a principal legal officer and submitted to BJA. See the [JAG FAQs](#) for additional information.

Body-worn Cameras (BWCs)

A JAG award recipient that proposes to use FY 2024 funds to purchase BWC equipment or implement or enhance BWC programs must provide to OJP a certification(s) that each direct recipient receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: [JAG—Body-Worn Camera \(BWC\) Policy Certification](#).

Further, before making any sub-awards (including sub-awards to disparate jurisdictions) for BWC-related expenses, the direct JAG award recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. The [BJA BWC Toolkit](#) provides model BWC policies and best practices to assist criminal justice departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the [Body-worn Camera Policy and Implementation Program](#) (BWCPIP). BWCPIP allows jurisdictions to develop and implement policies and practices required for effective program adoption, and to address program factors including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested JAG award recipients may wish to refer to the [BWC Partnership Program web page](#) for more information. JAG award recipients that are also BWC award recipients may not use JAG funds for any part of the 50 percent match required by the BWC Program.

Body Armor

Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards <https://citech.org/compliance-testing-program/compliant-product-lists/>. In addition, body armor purchased must be made in the United States.

Body armor purchased with JAG funds must be “uniquely fitted vests,” which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage through a combination of (1) correctly sized panels and carrier determined through appropriate measurement and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. Note that the requirement that body armor be “uniquely fitted” does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP’s efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)) at no cost. The [Personal Armor Fit Assessment Checklist](#) is excerpted from ASTM E3003. A mandatory wear concept and issues paper and a model policy are available from the BVP Customer Support Center, which can be contacted at vests@usdoj.gov or toll free at 1–877–758–3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found in the [JAG FAQs](#).

A JAG award recipient that proposes to purchase body armor with JAG funding must provide to OJP a certification(s) that it has a written “mandatory wear” policy in effect (see [34 U.S.C. § 10202\(c\)](#)). The certification form related to mandatory wear can be found at: [JAG Body Armor](#)

[Mandatory Wear Policy Certification](#). Further, before making any sub-awards (including sub-awards to disparate jurisdictions) for body armor purchases, the direct JAG award recipient must collect a completed body armor certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request.

Apart from the JAG Program, BJA provides funds under the Patrick Leahy Bulletproof Vest Partnership (BVP) Program. The BVP Program provides funding to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and an application, refer to the [BVP web page](#). JAG award recipients should note, however, that funds may not be used for any part of the 50 percent match required by the BVP Program.

Interoperable Communications

States (including any subrecipients) that are using JAG funds for emergency communications activities should comply with current SAFECOM Guidance, which is available at:

<https://www.cisa.gov/safecom/funding>.

Additionally, emergency communications projects funded with JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state's interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. CISA maintains a list of SWICs for each state and territory. Contact ecd@cisa.dhs.gov for more information. All communications equipment purchased with JAG funding should be identified during the quarterly performance measurement reporting.

DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database

If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), the national DNA database operated by the FBI, by a government DNA lab with access to CODIS.

JAG funds may not be used for Rapid DNA testing of evidentiary material (e.g., crime scene samples, sexual assault kits) because the FBI has not authorized results of this testing for upload to CODIS. No DNA profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA (exceptions include forensic genealogy). Additionally, award recipients utilizing JAG funds for forensic genealogy testing must adhere to the DOJ Interim Policy Forensic Genealogical DNA Analysis and Searching available at: <https://www.justice.gov/olp/page/file/1204386/download>. For more information about DNA testing as it pertains to JAG, please refer to the [JAG FAQs](#).

Entry of Records into State Repositories

As appropriate and to the extent consistent with law, a special condition will be imposed that would require the following: Any program or activity that receives federal financial assistance under JAG that is likely to generate court dispositions or other records relevant to NICS determinations, including any dispositions or records that involve any noncitizen or migrant who is undocumented in the United States (18 U.S.C. § 922(g)(5)(A), must have a system in place to ensure that all such NICS-relevant dispositions or records are made available in a timely fashion.

National Incident-based Reporting System

In FY 2016, the FBI formally announced its intention to sunset the UCR program's traditional Summary Reporting System (SRS) and replace it with NIBRS by January 1, 2021. By statute, BJA JAG awards are calculated using summary part 1 violent crime data from the FBI's UCR program. Specifically, the formula allocations for JAG rely heavily on the ratio of "the average number of part 1 violent crimes of the UCR of the FBI reported by such State for the three most recent years reported by such State to the average annual number of such crimes reported by all States for such years" (34 U.S.C. 10156(a)(1)(B)). In preparation for the FBI's 2021 NIBRS compliance deadline, BJA imposed an administrative requirement for JAG award recipients that are not NIBRS compliant to dedicate 3 percent of their JAG award toward coming into full compliance with the FBI's NIBRS data submission requirement to both encourage and assist jurisdictions in working toward compliance and ensure they continue to have critical criminal justice funding available through JAG when SRS transitioned to NIBRS. A NIBRS set-aside is NOT required for FY 2024 awards; however, JAG recipients are encouraged to continue working toward and/or maintaining NIBRS compliance to ensure that JAG eligibility is not affected in future fiscal years. Local jurisdictions that are seeking NIBRS compliance certification should reach out directly to their respective state agency. Agencies with questions about the certification process may contact ucr-nibrs@fbi.gov. More information about NIBRS, including toolkits and updates from the FBI Criminal Justice Information Services team, can be found at: [NIBRS—FBI](#).

Solicitation Goals and Objectives

Goals

In general, the JAG Program is designed to provide states with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to their criminal justice needs.

Objectives

The objectives are directly related to the JAG Program accountability measures described at: <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/jag-pmt-accountability-measures.pdf>.

For information about what the applicant needs to submit regarding Goals, Objectives, and Deliverables please see the "[How To Apply](#)" section on the [Application Goals, Objectives, Deliverables, and Timeline Web-Based Form](#).

Federal Award Information

Awards, Amounts and Durations

Anticipated Number of Awards: 1,140

Category 1: 587

Category 2: 553

Anticipated Maximum Dollar Amount per Award:

Category 1 anticipated maximum amount: Up to \$25,000

Category 2 anticipated maximum amount: Up to \$4,023,772

Period of Performance Start Date: October 1, 2023

Period of Performance Duration (Months):

Category 1: 24 months

Category 2: 48 months

Anticipated Total Amount To Be Awarded Under This Solicitation: \$84,921,048

Category 1—Eligible Allocation Amounts of Less than \$25,000: Units of local government that are listed on the JAG web page as eligible for an allocation amount of less than \$25,000 should apply under Category 1. This includes direct and joint (disparate) allocations. Category 1 awards of less than \$25,000 are 2 years in length. Extensions of up to 2 years can be requested for these awards via JustGrants no fewer than 30 days prior to the project period end date and will be automatically granted upon request.

Category 2—Eligible Allocation Amounts of \$25,000 or More: Units of local government that are listed on the JAG web page as eligible for an allocation amount of \$25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least \$25,000 are 4 years in length. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via JustGrants no fewer than 30 days prior to the project period end date.

Competition ID	Competition Title (Category Name)	Expected Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2024-00091-PROD	Category 1: Applicants with eligible allocation amounts of less than \$25,000	587	Up to \$25,000	10/1/2023	24
C-BJA-2024-00092-PROD	Category 2: Applicants with eligible allocation amounts of \$25,000 or more	553	Up to \$4,023,772	10/1/2023	48

Availability of Funds

This funding opportunity, and awards under this funding opportunity, are subject to the availability of funding and to any changes or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

The FY 2024 enacted budget represents the largest cut to base resources that the Department of Justice (DOJ) has faced in the last 10 years. Therefore, to mitigate significant budget shortfalls, the funding available for this solicitation has been reduced by 2.5%. The Department understands how critical our grants are to our state, local, and tribal partners, and does not take this action lightly.

The allocations by state for the FY 2024 JAG Program can be found at:

<https://bja.ojp.gov/program/jag/allocations>.

Type of Award

OJP expects to make awards under this funding opportunity as grants. See the “[Administrative, National Policy, and Other Legal Requirements](#)” section of the [Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

Cost Sharing or Matching Requirement

This solicitation does not require a match.

Eligibility Information

For the purposes of this notice of funding opportunity, other units of local government include towns, boroughs, parishes, villages, or other general purpose political subdivisions of a State.

How To Apply

Application Resources

When preparing and submitting an application, the following resources may aid prospective applicants:

1. Grants.gov [“How to Apply for Grants”](#)
2. OJP [“How To Apply”](#) section in the [Application Resource Guide](#)
3. JustGrants [Application Submission Training](#)

This solicitation (notice of funding opportunity) incorporates guidance provided in the [OJP Grant Application Resource Guide](#) (Application Resource Guide), which provides additional information for applicants to prepare and submit applications to OJP for funding. **If this solicitation requires something different from any guidance provided in the [Application Resource Guide](#), the difference will be noted in this solicitation and the applicant is to follow the guidelines in this solicitation, rather than the guidance in the [Application Resource Guide](#) that is in conflict.**

How To Apply

Registration

Before submitting an application, all applicants must register with the System for Award Management (SAM.gov). An applicant must renew their registration every 12 months. If an applicant does not renew their SAM.gov registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Applicants are encouraged to start the SAM.gov registration process at least 30 days prior to the application deadlines. Applicants who fail to begin the registration or renewal process at least 10 business days prior to the Grants.gov deadline may not complete the process in time and will not be considered for late submission.

Submission

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants.

Step 1: After registering with SAM.gov, the applicant must submit the **SF-424** and **SF-LLL** in Grants.gov at <https://www.grants.gov/register> by the Grants.gov deadline. **To leave time to address any technical issues that may arise, an applicant should submit the SF-424 and SF-LLL as early as possible and recommended not later than 48 hours before the Grants.gov deadline.** If an applicant fails to submit in Grants.gov by the deadline, they will be unable to apply in JustGrants. Applicants can confirm Grants.gov submission by verifying their application status shows as “submitted” or “agency tracking number assigned.”

Step 2: The applicant must then submit the **full application**, including attachments, in JustGrants at [JustGrants.usdoj.gov](https://www.justgrants.usdoj.gov) by the JustGrants deadline.

OJP recommends that applicants submit the complete application package in JustGrants at least 48 hours prior to the JustGrants deadline. Some of the required sections of the application will be entered directly into JustGrants, and other sections will require documents to be uploaded and attached. Therefore, applicants should allow enough time before the JustGrants deadline to prepare all the requirements of the application. Applicants may save their progress

in the system and add to or change the application as needed prior to hitting the “Submit” button at the end of the application in JustGrants.

An applicant will receive emails when successfully submitting in Grants.gov and JustGrants and should maintain all emails and other confirmations received from SAM.gov, Grants.gov, and JustGrants systems.

For additional information, see the “How To Apply” section in the [Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Submission Dates and Time

The **SF-424 and the SF-LLL** must be submitted in Grants.gov by 8:59 p.m. Eastern on October 16, 2024.

The **full application** must be submitted in JustGrants by 8:59 p.m. Eastern on October 22, 2024.

To be considered timely, the **full application** must be submitted in JustGrants by the JustGrants application deadline. Failure to begin the SAM.gov, Grants.gov, or JustGrants registration and application process in sufficient time (i.e., waiting until the due dates identified in this solicitation for those systems to begin the application steps) is not an acceptable reason to request a technical waiver.

Experiencing Unforeseen Technical Issues Preventing Submission of an Application (Technical Waivers)

OJP will only consider requests to submit an application after the deadline when the applicant can document that a technical issue with a government system prevented submission of the application on time.

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. However, the waiver request will not be considered unless it includes documentation of attempts to receive technical assistance to resolve the issue prior to the application deadline. A tracking number is the most typical documentation and is generated when the applicant contacts the applicable service desks to report technical difficulties. Tracking numbers are generated automatically when an applicant emails the applicable service desks, and for this reason, long call wait times for support do not relieve the applicant of the responsibility of getting a tracking number.

An applicant experiencing technical difficulties must contact the associated service desk indicated below to report the technical issue and receive a tracking number:

- SAM.gov: contact the [SAM.gov Help Desk \(Federal Service Desk\)](#), Monday–Friday from 8:00 a.m. to 8:00 p.m. ET at 866-606-8220.
- Grants.gov: contact the [Grants.gov Customer Support Hotline](#), 24 hours a day, 7 days a week, except on federal holidays, at 800-518-4726, 606-545-5035, or support@grants.gov.
- JustGrants: contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833-872-5175, Monday–Friday from 7:00 a.m. to 9:00 p.m. ET and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET.

If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the Grants.gov deadline** to request approval to submit after the deadline.

If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the JustGrants deadline** to request approval to submit after the deadline.

Waiver requests sent to the OJP Response Center must—

- describe the technical difficulties experienced (provide screenshots if applicable);
- include a timeline of the applicant’s submission efforts (e.g., date and time the error occurred, date and time of actions taken to resolve the issue and resubmit; and date and time support representatives responded);
- include an attachment of the complete grant application and all the required documentation and materials;
- include the applicant’s Unique Entity Identifier (UEI); and
- include any SAM.gov, Grants.gov, and JustGrants Service Desk tracking numbers documenting the technical issue.

OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue (including all information listed above), or that does not submit a waiver request within the required time period, will be denied.

For more details on the waiver process, OJP encourages applicants to review the “Experiencing Unforeseen Technical Issues” section in the [Application Resource Guide](#).

Application and Submission Information

Content of the SF-424 in Grants.gov

The SF-424 must be submitted in Grants.gov. It is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [Application Resource Guide](#) for additional information on completing the SF-424.

In Section 8F of the SF-424, please include the name and contact information of the individual **who will complete the application in JustGrants**. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

Intergovernmental Review: This funding opportunity is subject to [Executive Order \(E.O.\) 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2023/06/SPOC-list-as-of-2023.pdf>. If the applicant’s State appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the State’s process under E.O. 12372. On the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. An applicant whose State does not appear on the SPOC list should answer question 19 by selecting “Program is subject to E.O. 12372 but has not been selected by the State for review.”

Content of the JustGrants Application Submission

Entity and User Verification (First Time Applicant)

For first time JustGrants applicants, once the application is received from Grants.gov, DOJ will send an email (from DIAMD-NoReply@usdoj.gov) to the individual listed in Section 8F of the SF-424 with instructions on how to create a JustGrants account. This email should arrive within 24 hours after this individual receives confirmation from Grants.gov of their SF-424 and SF-LLL submissions. Register the Entity Administrator (the person who manages who can access JustGrants on behalf of the applicant), the Application Submitter, and Authorized Representative for the applicant with JustGrants as early as possible and (recommended) not later than 48-72 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive a link in an email to complete the rest of the application in JustGrants. Find additional information on JustGrants Application Submission in the [Application Resource Guide](#).

Standard Applicant Information

The “Standard Applicant Information” section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, the applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and verify and confirm the organization’s unique entity identifier, legal name, and address.

Proposal Abstract

A Proposal Abstract (no more than 400 words) summarizing the proposed project—including its purpose, primary activities, expected outcomes, the service area, intended beneficiaries, and subrecipients (if known)—must be completed in the JustGrants web-based form. This abstract should be in paragraph form without bullets or tables, written in the third person, and exclude personally identifiable information). Abstracts will be made publicly available on the OJP and USASpending.gov websites if the project is awarded. Examples of brief Proposal Abstracts are included below.

JAG Abstract Examples:

The city of [insert] will use JAG funds for overtime for increased patrols to bolster the security of at-risk nonprofit organizations such as synagogues, churches, mosques, and other places of worship.

The county of [insert] will use JAG funds to hire credible messengers as part of a community-based violence intervention initiative.

Disparate JAG Abstract Example:

The disparate jurisdictions of [insert] and [insert] will use JAG funds for technology improvements and equipment. Specifically, the county of [insert] will use JAG funds to replace its records management system to transition to NIBRS, and the city of [insert] will use JAG funds to purchase body worn cameras to promote public trust, accountability, and transparency.

Data Requested With Application

The following application elements should be submitted in the web-based forms in JustGrants.

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

The Financial Management and System of Internal Controls Questionnaire helps OJP assess the financial management and internal control systems, and the associated potential risks of an applicant as part of the pre-award risk assessment process. Every OJP applicant (other than an individual applying in their personal capacity, not representing an applicant organization) is required to complete the web-based Questionnaire form in JustGrants. See the [Application Resource Guide: Financial Management and System of Internal Controls Questionnaire \(including Applicant Disclosure of High Risk Status\)](#) for additional guidance on how to complete the questionnaire.

Proposal Narrative

The Proposal Narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point size font; have no less than 1-inch margins; and should not exceed 10 numbered pages.

Category 1—Eligible Allocation Amounts of Less than \$25,000

The proposal narrative for Category 1 applications must include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2-year grant period.

Category 2—Eligible Allocation Amounts of \$25,000 or More

The proposal narrative for Category 2 applications should include:

a. Description of the Issue

Identify the unit of local government's strategy/funding priorities for the FY 2024 JAG funds, the subaward process (if applicable, including disparates) and timeline, any progress or challenges, and a description of the programs to be funded over the 4-year grant period.

b. Project Design and Implementation

Describe the unit of local government's process, if any, for engaging stakeholders from across the justice continuum and how that input informs priorities. This should include a description of how local communities are engaged in the planning process, how state and local planning efforts are coordinated, and the challenges faced in coordination. The applicant should identify the stakeholders representing each program area who are participating in the strategic planning process, the gaps in the state's needed resources for criminal justice purposes, plans to improve the administration of the criminal justice system, and how JAG funds will be coordinated with state and related justice funds.

c. Capabilities and Competencies

Describe any additional strategic planning/coordination efforts in which the units of local government participate with other criminal justice entities within the local jurisdiction and/or state. Please provide an overview of any evidence-informed programs that have been implemented successfully and how those programs might inform implementation of strategic plan priorities.

d. Plan for Collecting the Data Required for This Solicitation's Performance Measures

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Note: An applicant is **not** required to submit performance data with the application. Rather, performance measure information is included to provide notice that award recipients will be required to submit performance data as part of each award's reporting requirements.

OJP will require each award recipient to submit regular performance data that show the completed work's results. The performance data directly relate to the solicitation goals and objectives identified in the "[Goals and Objectives](#)" section. Applicants can visit [OJP's performance measurement page](#) at www.ojp.gov/performance for more information on performance measurement activities at OJP.

A list of performance measure questions for this program can be found at <https://bjapmt.ojp.gov/help/JAGDocs.html>. NOTE: BJA is in the process of reviewing and revising these performance measure questions. Any changes resulting from this review will be communicated to award recipients.

BJA will require award recipients to submit quarterly performance measure data in BJA's PMT located at <https://bjapmt.ojp.gov> and separately submit a semiannual, performance report in JustGrants. BJA will provide further guidance on the post-award submission process, if the applicant is selected for award.

[Note on Project Evaluations](#)

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance in the "[Note on Project Evaluations](#)" section in the [OJP Grant Application Resource Guide](#).

[Budget and Associated Documentation](#)

[Funding Restrictions](#)

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

[Budget Worksheet and Budget Narrative \(Attachment\)](#)

The applicant will complete the budget worksheet attachment and submit it by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

The budget narrative and budget worksheet (attachment) are critical elements, and applicants will be unable to successfully submit an application in JustGrants unless an attachment is uploaded in this section. If an applicant does not have a budget to submit at the time of application, an attachment must be uploaded noting as such, and BJA will add the appropriate special condition withholding funds for budget documentation. Please note that the budget narrative should include a full description of all costs, including administrative costs (if applicable).

For additional information about how to prepare a budget for federal funding, see the “[Application Resource Guide](#)” section on [Budget Preparation and Submission Information](#) and the technical steps to complete the budget form in JustGrants in the [Complete the Application in JustGrants: Budget](#) training.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

OJP strongly encourages every applicant that proposes to use award funds for any conference-, meeting-, or training-related activity (or similar event) to review carefully—before submitting an application—the [Application Resource Guide](#) for information on prior approval, planning, and reporting of conference/meeting/training costs.

Costs Associated With Language Assistance (if applicable)

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. See the [Application Resource Guide](#) for information on costs associated with language assistance.

Unmanned Aircraft Systems

The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and all accompanying accessories to support UAS or UAV, is unallowable.

Budget/Financial Attachments

Pre-Agreement (Pre-Award) Costs (if applicable)

Pre-agreement costs are defined as costs requiring approval incurred by the applicant prior to the start date of the period of performance of the federal award. OJP does not typically approve pre-agreement costs. If a successful applicant, in anticipation of the Federal award, but before the start date of the period of performance, incurs costs which are necessary for efficient and timely performance of the funded project, those costs may not be charged to the award. See the “Costs Requiring Prior Approval” section in the [DOJ Grants Financial Guide Post-Award Requirements](#) for more information.

Indirect Cost Rate Agreement (if applicable)

Indirect costs are costs of an organization that are not readily assignable to a particular project but are necessary to the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for facility operation and maintenance, depreciation, and administrative salaries. The requirements for the development and submission of indirect cost proposals and cost allocation plans are listed in Appendices III–VII of 2 C.F.R. Part 200. A non-federal applicant should follow the guidelines applicable to its type of organization. If applicable, an applicant with a current federally approved indirect cost rate agreement will upload it as an attachment in JustGrants. See the [DOJ Financial Guide](#) for additional information on [Indirect Cost Rate Agreement](#).

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

Consultant Rate (if applicable)

Costs for consultant services require prior approval from OJP. If the proposed project expects to fund consultant services, compensation for individual consultant services is to be reasonable

and consistent with that paid for similar services in the marketplace. See the [DOJ Grants Financial Guide](#) for information on the consultant rates, which require prior approval from OJP.

[Limitation on Use of Award Funds for Employee Compensation for Awards Over \\$250,000; Waiver \(if applicable\)](#)

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provision in the “Financial Information” section of the OJP Grant Application Resource Guide.

[Disclosure of Process Related to Executive Compensation \(if applicable\)](#)

This notice of funding opportunity expressly modifies the Application Resource Guide by not incorporating its “Disclosure of Process Related to Executive Compensation” provisions. Applicants to this funding opportunity are not required to provide this disclosure.

[Additional Application Components](#)

The applicant will attach the additional requested documentation in JustGrants.

[Memorandum of Understanding \(MOUs\) and Other Supportive Documents \(if applicable\)](#)

For disparate jurisdictions, an MOU that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. See the Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds section and the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.

[Research and Evaluation Independence and Integrity Statement \(if applicable\)](#)

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant will upload documentation of its research and evaluation independence and integrity as an attachment in JustGrants. For additional information, see the [Application Resource Guide](#).

[Certifications and Assurances by the Chief Executive of the Applicant Government Body Armor Mandatory Wear Policy Certification](#) (If applicable)

[Body-worn Camera Policies Certification](#) (If applicable)

[ERPO Certification](#) (if applicable)

[Disclosures and Assurances](#)

The applicant will address the following disclosures and assurances.

[Disclosure of Lobbying Activities](#)

The SF-LLL attachment that was completed and submitted in Grants.gov is attached to this section.

[Applicant Disclosure of Duplication in Cost Items](#)

To ensure funding coordination across grant making agencies, and to avoid unnecessary or inappropriate duplication among grant awards, the applicant will disclose if it has any pending applications for federal funding, including pending applications for subawards of federal funds. Complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the [Application Resource Guide](#) for additional information.

DOJ Certified Standard Assurances

Review and accept the DOJ Certified Standard Assurances in JustGrants. See the [Application Resource Guide](#) for additional information.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing

Review and accept in JustGrants the DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing. See the [Application Resource Guide for additional information](#).

Applicant Disclosure and Justification—DOJ High-Risk Grantees

If applicable, submit the DOJ High-Risk Disclosure and Justification as an attachment in JustGrants. A DOJ High-Risk Grantee is an award recipient that has received a DOJ High-Risk designation based on a documented history of unsatisfactory performance; financial instability; management system or other internal control deficiencies; noncompliance with award terms and conditions on prior awards or is otherwise not responsible. See the [Application Resource Guide](#) for additional information.

Application Review Information

Review Process

OJP reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process for this solicitation.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant entity. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant entity is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM.gov.

Important note on Responsibility/Qualification Data (formerly FAPIIS): An applicant, at its option, may review and comment on any information about itself that currently appears in SAM.gov and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in SAM.gov, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may consider not only BJA recommendations but also other factors as indicated in this section.

Federal Award Administration Information

Federal Award Notices

Generally, award notifications are made by the end of the current Federal fiscal year, September 30. See the [Application Resource Guide](#) for information on award notifications and instructions.

Evidence-Based Programs or Practices

OJP strongly encourages the use of data and evidence in policymaking and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices (programs or practices that have been evaluated as effective), see the [Application Resource Guide](#).

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the projects and activities funded under this solicitation. For additional information on what should be included in the application, see the [Application Resource Guide](#) section entitled “Information Regarding Potential Evaluation of Programs and Activities.”

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [Application Resource Guide](#).

Civil Rights Compliance

If a successful applicant accepts funding from OJP—as a recipient of OJP funding—that award recipient must comply with certain federal civil rights laws that prohibit it from discriminating on the basis of race, color, national origin, sex, religion, or disability in how the recipient delivers its program’s services or benefits and in its employment practices. The civil rights laws that may be applicable to the award include Title VI of the Civil Rights Act of 1964 (Title VI), the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968 (Safe Streets Act), and Section 504 of the Rehabilitation Act of 1973. These and other federal civil rights laws are discussed in greater detail here: [“Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements – FY 2024 Awards”](#) under the “Civil Rights Requirements” section, and additional resources are available from the [OJP Office for Civil Rights](#).

Part of complying with civil rights laws that prohibit national origin discrimination includes recipients taking reasonable steps to ensure that people who are limited in their English proficiency (LEP) because of their national origin have meaningful access to a recipient’s program and activity. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To help recipients meet this obligation to serve LEP persons, DOJ has published a number of resources, including a language access assessment and planning tool, which are available at <https://www.lep.gov/language-access-planning>. Additional resources are available at <https://www.ojp.gov/program/civil-rights-office/limited-english-proficient-lep>. If the award recipient proposes a program or activity that would deliver services or benefits to LEP

individuals, the recipient may use grant funds to support the costs of taking reasonable steps (e.g., interpretation or translation services) to provide meaningful access. Similarly, recipients are responsible for ensuring that their programs and activities are readily accessible to qualified individuals with disabilities. Applicants for OJP funding must allocate grant funds or explain how other available resources will be used to ensure meaningful and full access to their programs. For example, grant funds can be used to support American Sign Language (ASL) interpreter services for deaf or hard of hearing individuals or the purchase of adaptive equipment for individuals with mobility or cognitive disabilities. For resources, see <https://www.ada.gov/> or contact OJP.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the [Application Resource Guide](#) for additional information.

Information Technology Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the [Application Resource Guide](#) for more information.

General Information About Post-Federal Award Reporting Requirements

In addition to the deliverables described in the “[Program Description](#)” section, all award recipients under this solicitation will be required to submit certain reports and data.

Required reports—Award recipients typically must submit quarterly financial reports, quarterly performance measurement reports, semiannual performance reports, final financial and performance reports, and (if applicable) an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

Specific reporting requirements by category are listed below:

Category 1—Eligible Allocation Amounts of Less Than \$25,000

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP’s JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report through BJA’s PMT. Please note that as soon as all project activity has concluded, that report may be marked as final.
- An annual performance report and final progress report through OJP’s JustGrants. If all project activity has concluded at the time the first annual performance report is submitted, that report may be marked as final.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

Category 2—Eligible Allocation Amounts of \$25,000 or More

Recipients must submit the following:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report (at any time once all project activity has concluded) through BJA's PMT.
- Semiannual performance reports and a final performance report (at any time once all project activity has concluded) through OJP's JustGrants.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

See the [Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measure data.

Federal Awarding Agency Contact(s)

For OJP contact(s), contact information for Grants.gov, and contact information for JustGrants, see the solicitation Synopsis.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a)

See the [Application Resource Guide](#) for information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a).

Provide Feedback to OJP

See the [Application Resource Guide](#) for information on how to provide feedback to OJP.

Performance Measures

A list of performance measures can be found at: <https://bjapmt.ojp.gov/help/JAGDocs.html>

Application Checklist

BJA FY24 Edward Byrne Memorial Justice Assistance Grant Formula Program—Local Solicitation

This application checklist has been created as an aid in developing an application. For more information, reference [The OJP Application Submission Steps in the OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Pre-Application

Before Registering in Grants.gov

- Confirm your entity’s registration in the [System for Award Management \(SAM.gov\)](#) is active through the solicitation period; submit a new or renewal registration in SAM.gov if needed (see [Application Resource Guide](#)).

Register in Grants.gov

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see [Application Resource Guide](#)).
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see [Application Resource Guide](#)).

Find the Funding Opportunity

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s).
- Select the correct Competition ID.
- Access the funding opportunity and application package (see Step 7 in the [Application Resource Guide](#)).
- Sign up for Grants.gov email [notifications](#) (optional) (see [Application Resource Guide](#)).
- Read [Important Notice: Applying for Grants in Grants.gov](#) (about [browser compatibility and special characters in file names](#)).
- Read OJP policy and guidance on conference approval, planning, and reporting available at <https://www.ojp.gov/funding/financialguidedo/iii-postaward-requirements#6g3y8> (see [Application Resource Guide](#)).

Review the Overview of Post-Award Legal Requirements

- Review the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements – FY 2024 Awards](#)” in the [OJP Funding Resource Center](#).

Review the Scope Requirement

- The federal amount requested is within the allowable limit. See <https://bja.ojp.gov/program/jag/allocations>.

Review Eligibility Requirement

- Review “Eligibility” in the Synopsis section and “Eligibility Information” section in the solicitation.

Application Step 1

After registering with SAM.gov, submit the SF-424 and SF-LLL in Grants.gov.

- In Section 8F of the SF-424, include the name and contact information of the individual **who will complete the application in JustGrants and the SF-LLL in Grants.gov.**

- Submit Intergovernmental Review (if applicable).

Within 48 hours after the SF-424 and SF-LLL submission in Grants.gov, receive four (4) Grants.gov email notifications:

- A submission receipt.
- A validation receipt.
- A grantor agency retrieval receipt.
- An agency tracking number assignment.

If no Grants.gov receipt and validation email is received, or if error notifications are received:

- Contact BJA or Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov customer support](#), or support@grants.gov regarding technical difficulties (see [“Application Resource Guide” section on Experiencing Unforeseen Technical Issues](#)).

Within 24 hours after receipt of confirmation emails from Grants.gov, the individual in Section 8F of the SF-424 will receive an email from JustGrants with login instructions.

- Proceed to Application Step 2 and complete application in JustGrants.

Application Step 2

Submit the following information in JustGrants:

Application Components

- Entity and User Verification (First Time Applicant)
- Standard Applicant information (SF-424 information from Grants.gov)
- Proposal Abstract
- Data Requested with Application
- Proposal Narrative

Budget and Associated Documentation

- Budget Worksheet and Narrative (attachment)
- Financial Management and System of Internal Controls Questionnaire (see [Application Resource Guide](#))
- Indirect Cost Rate Agreement (if applicable) (see [Application Resource Guide](#))

Additional Application Components

- Research and Evaluation Independence and Integrity (see [Application Resource Guide](#))
- [FY24 JAG—Certifications and Assurances by the Chief Executive of the Applicant Government](#)
- [Memorandum of Understanding](#) (if applicable)
- [Body Armor Certification](#) (if applicable)
- [Body-Worn Camera Certification](#) (if applicable)
- [ERPO Certification](#) (if applicable)

Disclosures and Assurances

- [Disclosure of Lobbying Activities \(SF-LLL\)](#) (see [Application Resource Guide](#))
- Applicant Disclosure of Duplication in Cost Items (see [Application Resource Guide](#))
- DOJ Certified Standard Assurances (see [Application Resource Guide](#))

- DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing (see [Application Resource Guide](#))
- Applicant Disclosure and Justification—DOJ High-Risk Grantees (if applicable) (see [Application Resource Guide](#))

Review, Certify, and Submit Application in JustGrants

- Any validation errors will immediately display on screen after submission.
- Correct validation errors, if necessary, and then return to the “Certify and Submit” screen to submit the application. Access the [Application Submission Validation Errors Quick Reference Guide](#) for step-by-step instructions to resolve errors prior to submission.
- Once the application is submitted and validated, a confirmation message will appear at the top of the page. Users will also receive a notification in the “bell” alerts confirming submission.

If no JustGrants application submission confirmation email or validation is received, or if error notification is received—

- Contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov regarding technical difficulties. See the [Application Resource Guide](#) for additional information.

Standard Solicitation Resources

[Application Resource Guide](#) provides guidance to assist OJP grant applicants in preparing and submitting applications for OJP funding.

[DOJ Grants Financial Guide](#) serves as the primary reference manual to assist award recipients in fulfilling their fiduciary responsibility to safeguard grant funds and to ensure funds are used for the purposes for which they were awarded. It compiles a variety of laws, rules and regulations that affect the financial and administrative management of DOJ awards. This guide serves as a starting point for all award recipients and subrecipients of DOJ grants and cooperative agreements in ensuring the effective day-to-day management of awards.

[JustGrants Resources Website](#) is an entryway into information about JustGrants and the grants management system itself. Through this portal both award recipients and applicants can access training resource and user support options, find frequently asked questions, and sign up for the [JustGrants Update e-newsletter](#).

[JustGrants Application Submission Training page](#) offers helpful information and resources on the application process. This training page includes e-learning videos, reference guides, checklists, and other resources to help applicants complete an application.

[Weekly Training Webinars](#) are advertised here and provide opportunities for users to receive topic-specific training, direct technical assistance, and support on JustGrants system functionality.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Cesar Torres, Chief of Police
AGENDA ITEM: Authorization to purchase duty and practice ammunition for the Mission Police Department from GT Distributors via Buy Board Contract #698-23 in the total of \$35,198.49 - Torres

NATURE OF REQUEST:

The Mission Police Department is seeking authorization to purchase duty and practice ammunition (9mm handgun ammo and 223 rifles ammo). The total purchase amount is estimated to be \$35,198.49. This purchase will be made via GT Distributors (Buy Board contract #698-23) using funds from the account (01-430-64390).

BUDGETED: Yes **FUND:** General **ACCT. #:** 01-430-64390

BUDGET: \$86,998 **EST. COST:** \$35,198.49 **CURRENT BUDGET BALANCE:** \$86,998

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval.

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____



GT Distributors - Austin
 1124 New Meister Ln., Ste 100
 Pflugerville TX 78660
 (512) 451-8298 Ext. 0000

Quote	QTE0107510
Date	9/20/2020 Item 29.
Page:	1

Bill To:

Mission Police Department (TX)
 Attn: Finance Dept
 1201 E. 8th Street
 Mission TX 78572

Ship To:

Mission Police Department (TX)
 1200 East 8th St
 Mission TX 78572

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
240911 TAP .223	000048	KE	FACTORY DIRECT	NET 15	0/0/0000	2,965,099

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
750	HORNADY-83276-BX*	HORNADY AMMO 223 REM 55 GR TAP URB/	BX	\$18.26	\$13,695.00
1	NOTES:	Notes: Quotation reflects BuyBoard Contract 698-23. Contract period 4/1/23-3/31/25. Email BuyBoard PO's to info@buyboard.com	EA	\$0.00	\$0.00

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Your salesperson is Amari Blythe. Thank You.
 Joel Chapa <jchapa0242@missiontexas.us>

Subtotal	\$13,695.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$13,695.00



GT Distributors - Austin
 1124 New Meister Ln., Ste 100
 Pflugerville TX 78660
 (512) 451-8298 Ext. 0000

Quote	QTE0107500
Date	9/20/20 Item 29.
Page:	1

Bill To:

Ship To:

Mission Police Department (TX)
 Attn: Finance Dept
 1201 E. 8th Street
 Mission TX 78572

Mission Police Department (TX)
 1200 East 8th St
 Mission TX 78572

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
240911 FMJ 9MM	000048	KE	FEDEX-GROUND	NET 15	0/0/0000	2,965,098

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
200	HORNADY-90238-BX	Hornady 9mm 50/BX FMJ Brass 135gr	BX	\$22.56	\$4,512.00
1	NOTES:	Notes: Quotation reflects BuyBoard Contract 698-23. Contract period 4/1/23-3/31/25. Email BuyBoard PO's to info@buyboard.com	EA	\$0.00	\$0.00

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Your salesperson is Amari Blythe. Thank You.

Subtotal	\$4,512.00
Misc	\$0.00
Tax	\$0.00
Freight	\$108.99
Total	\$4,621.00



GT Distributors - Austin
 1124 New Meister Ln., Ste 100
 Pflugerville TX 78660
 (512) 451-8298 Ext. 0000

Quote	QTE0107511
Date	9/20/2020 Item 29.
Page:	1

Bill To:

Mission Police Department (TX)
 Attn: Finance Dept
 1201 E. 8th Street
 Mission TX 78572

Ship To:

Mission Police Department (TX)
 1200 East 8th St
 Mission TX 78572

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
240911 FMJ .223	000048	KE	FACTORY DIRECT	NET 15	0/0/0000	2,965,103

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
750	HORNADY-FR100-BX*	Hornady Frontier .223Rem 20/BX 55gr FMJ-BT	BX	\$10.39	\$7,792.50
1	NOTES:	Notes: Quotation reflects BuyBoard Contract 698-23. Contract period 4/1/23-3/31/25. Email BuyBoard PO's to info@buyboard.com	EA	\$0.00	\$0.00

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Your salesperson is Amari Blythe. Thank You.
 Joel Chapa <jchapa0242@missiontexas.us>

Subtotal	\$7,792.50
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$7,792.50



GT Distributors - Austin
 1124 New Meister Ln., Ste 100
 Pflugerville TX 78660
 (512) 451-8298 Ext. 0000

Quote	QTE0107500
Date	9/20/2020 Item 29.
Page:	1

Bill To:

Mission Police Department (TX)
 Attn: Finance Dept
 1201 E. 8th Street
 Mission TX 78572

Ship To:

Mission Police Department (TX)
 1200 East 8th St
 Mission TX 78572

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
240911 DUTY 9MM	000048	KE	FACTORY DIRECT	NET 15	0/0/0000	2,964,988

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
300.00	HORNADY-90235-BX*	Hornady Critical Duty Ammo 9mm 135gr (50 ro	BX-A	\$30.30	\$9,090.00
1	NOTES:	Notes: Quotation reflects BuyBoard Contract 698-23. Contract period 4/1/23-3/31/25. Email BuyBoard PO's to info@buyboard.com	EA	\$0.00	\$0.00

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Your salesperson is Amari Blythe. Thank You.
 Joel Chapa <jchapa0242@missiontexas.us>

Subtotal	\$9,090.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$9,090.00

Menu



Vendor Contract Information Summary

Vendor	GT Distributors, Inc.
Contact	DAVID CURTIS
Phone	512-451-8298
Email	sales@gtdist.com
Vendor Website	www.gtdist.com
TIN	74-2339528
Address Line 1	1124 New Meister Lane
Address Line 2	Suite 100
Vendor City	Pflugerville
Vendor Zip	78660-6937
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Public Safety and Firehouse Supplies and Equipment
Contract No.	698-23
Effective	04/01/2023
Expiration	03/31/2026
Accepts RFQs	Yes



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Cesar Torres, Chief of Police
AGENDA ITEM: Authorization to reject and resolicit bids for two (2) DJI Mavic Drones and Accessories - Torres

NATURE OF REQUEST:

The City of Mission Police Department is seeking authorization to reject and re-solicit bids for two (2) DJI Mavic Drones and accessories due to low responsiveness. The purchase is still to be made with State Forfeiture Funds. The City of Mission Police Department believes it is in the best interest of the agency to re-solicit bids at this time due to low bidder responsiveness.

BUDGETED: _____ **FUND:** Police State Sharing **ACCT. #:** 10-410-74950

BUDGET: \$ _____ **EST. COST:** \$60,000.00 **CURRENT BUDGET BALANCE:** _____

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____



25-001-10-09 / Purchase and Delivery of Aircraft

BID NAME/NUMBER: Drones

OPEN DATE: October 09, 2024 2:00 PM CST

BIDDER:		Aircraft Drone		Total Base Amount + Alternate
		Qty	Unit Price	
Vendor Name:	Advexure LLC.	2	\$29,973.00	\$59,946.00
Street address:	9281 Irvine Blvd.			
City, State:	Irvine, CA 92618-1645	Bid Price		
Phone:	(424) 317-4450	Addendums?		Yes
Fax:		Brand, Model:		DJI: Matrice 350 RTK with Zenmuse H30T with Plus 1 Year Care & Accessories
Contact:	Travis Waibel, CEO	Delivery Days		Yes 4-60 Days
Email:	sales@advexure.com			
Vendor Name:	SOARD Solutions, LLC.	2	\$12,000.00	\$24,000.00
Street address:	400 N. McColl Rd., Ste. E			
City, State:	McAllen, TX 78501	Bid Price		
Phone:	(956) 313-3707	Addendums?		No
Fax:		Brand, Model:		DJI: Matrice 350 RTK Worry Free Plus Combo
Contact:	Sulema Cavazos	Delivery Days		Yes Items on Back Order
Email:	sulema@soard-solutions.com			

Apparent Lowest Responsible and Responsive Bidder: Advexure, LLC.

Note: *SOARD Solutions found unresponse, they failed to submit addendum*

BID NAME/NUMBER: 25-001-10-09 / Purchase and Delivery of Aircraft Drones



OPEN DATE: October 09, 2024 2:00 PM CST

Vendor Name:	Advexure, LLC.	SOARD Solutions, LLC.	
Street address:	9281 Irvine Blvd.	400 N. McColl Rd., Ste. E	
City, State:	Irvine, CA 92618-1645	McAllen, TX 78501	
Phone:	(424) 317-4450	(956) 313-3707	
Fax:			
Contact:	Travis Waibel, CEO	Sulema Cavazos	
Email:	sales@advexure.com	sulema@soard-solutions.com	

DESCRIPTION of FORMS:				
	Solicitation Signed		Yes	Yes
	Terms & Conditions Included		Yes	Yes
	Non-Collusive		Yes	Yes
	Pricing Schedule		Yes	Yes
	Addenda(s)		Yes	NO
	Gen. Business Questionare		Yes	Yes
	References		Yes	Yes
	CIQ			
	Debarment			



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Jesse Mares, Facilities Director
AGENDA ITEM: Authorization to purchase Janitorial Supplies and Equipment from Gulf Coast Paper Company via BuyBoard Contract #747-24 for the 2024-2025 Fiscal Year-Mares

NATURE OF REQUEST:

Authorization to purchase janitorial supplies and equipment from Gulf Coast Paper Company for the 2024-2025 fiscal year via BuyBoard Contract #747-24. Janitorial supplies will be utilized by the various departments within the city to properly upkeep and maintain their facilities.

BUGETED: Yes **FUND:** General Fund **ACCT. #:** 01-415-64230

BUDGET: \$60,000 **EST. COST:** _____ **CURRENT BUDGET BALANCE:** \$60,000

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

GULF COAST PAPER COMPANY

PAPER, PAPER PRODUCTS, SANITARY & INDUSTRIAL SUPPLIES

635 Billy Mitchell Blvd.
Brownsville, Texas 78521
Phone (956) 541-2281
Fax (956) 541-6917

September 05, 2024

City of Mission
1201 E. 8th St.
Mission, TX 78572

Gulf Coast Paper Company is a valid Texas Buyboard supplier and the City of Mission are also current, valid Buyboard members. The current Buyboard contract# is 649-21 through September 30, 2024. As of October 1st, the contract number will change to 747-24 with one more possible renewal. The City of Mission buys approximately \$53,000 worth of merchandise from Gulf Coast Paper Co., Inc. each year. We are a full line Janitorial supply source but are not limited to that. As our slogan indicates, "More than Just Paper," we also sell office supplies and floor equipment. We offer next day delivery on most items. We have cultivated a good business relationship with the City of Mission and appreciate your patronage. We look forward to continue servicing your city's needs.

Thank you,

Ronald de Leon
Sales Representative
Ron Deleon
956-638-6386



ACKNOWLEDGEMENT

Item 31.

**635 Billy Mitchell Blvd.
Brownsville, Texas 78521**

(956) 541-2281

Sold To:

CITY OF MISSION
ATT: ACCTS PAYABLE
1201 E. 8TH STREET
MISSION TX 78572

Ship To:

CITY OF MISSION
609 N. CANAL AVE.
MISSION TX 78572

Date
10/02/24
Time
11:53:45

Customer PO:QUOTE

Req Req Ship: 10/03/2

**** QUOTATION ****

Co/Cust No	Order No	Sls Rep	Ship Via	Ref#
01/0004115701	3E9F5/00	00470	OUR TRUCK	

Terms: NET 30 DAYS

Item Number/Description	U/M	Ordered	Shipped	B/O	Price / Total
VBMF95W	CS	10	0	10	32.56000 CS
421791 VB MULTIFOLD TOWEL WHT					325.60
16/250					
VBRT350K	CS	10	0	10	27.17000 CS
1063 VB ROLL TOWEL NAT 350FT					271.70
7.875INX350FT 12/CS					
VBBT5431	CS	10	0	10	46.12000 CS
421792 VB TISSUE TOILET 2PLY					461.20
4.0x3.1 96/500					
VBJT2100	CS	10	0	10	34.75000 CS
421010 VB TISSUE 2PLY JRT JR					347.50
3.3X1000FT 12/CS					
3761	DZ	10	0	10	62.88000 DZ
3761 16 OZ RAYON CUT END 1NH					628.80
CLAMP MOP HEAD 12/CS					
3763	DZ	10	0	10	89.99000 DZ
3763 24 OZ RAYON CUT END 1NH					899.90
CLAMP MOP HEAD 12/CS					
R2433N8	CS	10	0	10	31.67000 CS
KR 52022 VB 24X33 NATURAL LINER					316.70
HDPE 8MIC 12-16 GL 1M/CS					
R3340N16	CS	10	0	10	22.58000 CS
KR 52535 VB 33X40 NATURAL LINER					225.80
HDPE 16MIC 20-30 GL 250/CS					
R3860N16	CS	10	0	10	31.43000 CS
KR 52521 VB 38X60 CLEAR LINER					314.30
HDPE 16MIC 55 GL 200/CS					
LYSOLCL	CS	10	0	10	121.00000 CS
RAC74828CT LYSOL CRISP LINEN					1,210.00
SCENT DISINFECTANT SPRAY 12/19					
SD20AERO	CS	10	0	10	46.54000 CS
6520 SD-20 A/P AERO FOAM CLNR					465.40
12/18					
NABC	CS	10	0	10	28.86000 CS
7116 NABC NON-ACID BOWL CLNR					288.60
12/32					
6BLCH1	CS	10	0	10	24.62000 CS

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(a division of Imperial Dade)

ACKNOWLEDGEMENT

Item 31.

635 Billy Mitchell Blvd.
Brownsville, Texas 78521

(956) 541-2281

Sold To:

CITY OF MISSION
ATT: ACCTS PAYABLE
1201 E. 8TH STREET
MISSION TX 78572

Ship To:

CITY OF MISSION
609 N. CANAL AVE.
MISSION TX 78572

Date
10/02/24
Time
11:53:45

Customer PO:QUOTE

Req Req Ship: 10/03/2

** QUOTATION **

Co/Cust No Order No Sls Rep Ship Via Ref#
01/0004115701 3E9F5/00 00470 OUR TRUCK

Terms: NET 30 DAYS

Table with columns: Item Number/Description, U/M, Ordered, Shipped, E/O, Price / Total. Lists various cleaning supplies like bleach, disinfectant, detergent, etc.

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ACKNOWLEDGEMENT

Item 31.

635 Billy Mitchell Blvd.
Brownsville, Texas 78521

(956) 541-2281

Sold To:

CITY OF MISSION
ATT: ACCTS PAYABLE
1201 E. 8TH STREET
MISSION TX 78572

Ship To:

CITY OF MISSION
609 N. CANAL AVE.
MISSION TX 78572

Date
10/02/24
Time
11:53:45

Customer PO:QUOTE

Req Req Ship: 10/03/2

** QUOTATION **

Co/Cust No	Order No	Sls Rep	Ship Via	Ref#
01/0004115701	3E9F5/00	00470	OUR TRUCK	

Terms: NET 30 DAYS

Item Number/Description	U/M	Ordered	Shipped	E/O	Price / Total	
7753-02 PURELL ES8 HEALTHCARE ADV HAND SANITIZ FOAM 2/1200ML					804.00	
CALL BEFORE DELIVERIES						
*						
***** BUY BOARD# 747-24						
*						
					Subtotal	11,649.40
					Sales Tax	
					Order Total	11,649.40
					Deposit	
					Amt Due	11,649.40

255



Vendor Contract Information Summary

Vendor Imperial Bag & Paper Co LLC dba Imperial Dade (formerly Gulf Coast Paper)
 Contact ANNA LANDA
 Phone 361-852-5252
 Phone Extension 518
 Email ANNA.LANDA@IMPERIALDADE.COM
 Vendor Website WWW.IMPERIALDADE.COM
 TIN 20-5963953
 Address Line 1 1101 South Padre Island Drive
 Vendor City Corpus Christi
 Vendor Zip 78416
 Vendor State TX
 Vendor Country USA
 Delivery Days 10
 Freight Terms FOB Destination
 Payment Terms NET 30 DAYS
 Shipping Terms Freight prepaid by vendor and added to invoice
 Ship Via 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 No
 No Israel Boycott No
 MWBE No
 ESCs 1, 2, 3, 4, 5, 6, 10, 11, 12, 13, 20
 States Texas
 Contract Name Custodial Supplies and Equipment
 Contract No. 747-24
 Effective 10/01/2024
 Expiration 09/30/2027
 Accepts RFQs Yes



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Jonathan Wehrmeister, Municipal Court Judge
AGENDA ITEM: Authorization to purchase renewal of Brazos software maintenance from sole source vendor, Tyler Technologies in the amount of \$36,074.63, and approval of respective budget amendment reclassification - Wehrmeister

NATURE OF REQUEST:

Authorization to purchase renewal of law enforcement and court electronic citation software Brazos maintenance for 2024-2025 from Tyler Technologies, a sole source vendor, at a cost of \$36,074.63.

BUDGETED: Yes **FUND:** General **ACCT. #:** 01-426-44640

BUDGET: \$808,820 **EST. COST:** \$36,074.63 **CURRENT BUDGET BALANCE:** \$808,820

BID AMOUNT: \$36,074.63

STAFF RECOMMENDATION:

Approval

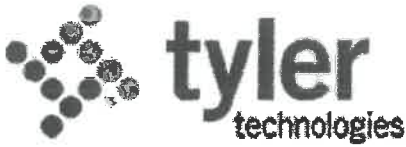
Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

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

_____ AYES
 _____ NAYS
 _____ DISSENTING _____



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
130-149906	10/01/2024	1 of 2

e-Citation Yearly Maintenance

Questions:
 Tyler Technologies -
 Phone: 1-800-772-2260 Press 2, then 5
 Email: ar@tylertech.com

Bill To: MISSION POLICE DEPARTMENT
 ATTN: ABRAM RAMIREZ
 1200 EAST 8TH STREET
 MISSION, TX 78572

Ship To: MISSION POLICE DEPARTMENT
 ATTN: ABRAM RAMIREZ
 1200 EAST 8TH STREET
 MISSION, TX 78572

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
43895	34189		USD	NET30	10/31/2024

Date	Description	Units	Rate	Extended Price
	Brazos Software Maintenance	23	352.30	8,102.90
	Cycle Start: 01/Nov/2024, End: 31/Oct/2025			
	Incode Interface Maintenance	1	0.00	0.00
	Cycle Start: 01/Nov/2024, End: 31/Oct/2025			
	Brazos Software Maintenance - Addl	5	176.14	880.70
	Cycle Start: 01/Nov/2024, End: 31/Oct/2025			
	Brazos eCrash Maintenance	28	268.39	7,514.92
	Cycle Start: 01/Nov/2024, End: 31/Oct/2025			
	eCitation - Brazos Rapid Extension Framework - PDA Maintenance	1	1,044.49	1,044.49
	Cycle Start: 01/Nov/2024, End: 31/Oct/2025			
	Brazos Software Maintenance - Brazos Crash Report Software (w/Drawing Tool)	1	1,095.95	1,095.95
	Cycle Start: 01/Nov/2024, End: 31/Oct/2025			
	Server Hosting	1	712.31	712.31
	Cycle Start: 01/Nov/2024, End: 31/Oct/2025			
	Brazos Hosting Fee	1	262.00	262.00
	Cycle Start: 01/Nov/2024, End: 31/Oct/2025			
	Crash Report Software (w/Drawing Tool) - SaaS Fee	4	279.55	1,118.20
	Cycle Start: 01/Nov/2024, End: 31/Oct/2025			
	REF License - PDA	1	786.00	786.00
	Cycle Start: 01/Nov/2024, End: 31/Oct/2025			
	Brazos REF License - PDA -Maintenance	5	190.77	953.85
	Cycle Start: 01/Nov/2024, End: 31/Oct/2025			
	Brazos Hosting Fee	5	317.96	1,589.80
	Cycle Start: 01/Nov/2024, End: 31/Oct/2025			
	Crash Report Software (w/Drawing Tool) - Maintenance	5	271.40	1,357.00
	Cycle Start: 01/Nov/2024, End: 31/Oct/2025			
	REF License- PDA	5	176.40	882.00
	Cycle Start: 01/Nov/2024, End: 31/Oct/2025			
	Crash Report Software (w/ drawing tool)	5	275.63	1,378.15
	Cycle Start: 01/Nov/2024, End: 31/Oct/2025			
	Hosting Fee	1	294.00	294.00
	Cycle Start: 01/Nov/2024, End: 31/Oct/2025			
	eCitation - Brazos Rapid Extension Framework - PDA	4	935.72	3,742.88
	Cycle Start: 01/Nov/2024, End: 31/Oct/2025			
	State Crash Report Software w/ Drawing Tool (Subscription)	1	0.00	0.00
	Cycle Start: 01/Nov/2024, End: 31/Oct/2025			
	Server Hosting	1	262.00	262.00
	Cycle Start: 01/Nov/2024, End: 31/Oct/2025			



Remittance: Tyler Technologies, Inc. (FEIN 75-2303920) P.O. Box 203556 Dallas, TX 75320-3556

Invoice

Table with Invoice No (130-149906), Date (10/01/2024), and Page (2 of 2)

Questions: Tyler Technologies - Phone: 1-800-772-2260 Press 2, then 5 Email: ar@tylertech.com

Bill To: MISSION POLICE DEPARTMENT ATTN: ABRAM RAMIREZ 1200 EAST 8TH STREET MISSION, TX 78572

Ship To: MISSION POLICE DEPARTMENT ATTN: ABRAM RAMIREZ 1200 EAST 8TH STREET MISSION, TX 78572

Main invoice table with columns: Customer No., Ord No., PO Number, Currency, Terms, Due Date, Date, Description, Units, Rate, Extended Price. Includes line items for Brazos Software - PDA, Server Hosting, and Crash Report Software.

ATTENTION Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Summary table with Subtotal (36,074.63), Sales Tax (0.00), and Invoice Total (36,074.63)

One Tyler Drive
Yarmouth, ME 04096

P: 800.772.2260
F: 207.781.2459

www.tylertech.com

September 16, 2024

Abram Ramirez
Information Technology Director
City of Mission
1201 East 8th Street
Mission, TX 78572

RE: Sole Source for Procurement

Dear Mr. Ramirez:

Please accept this letter as confirmation that Tyler Technologies, Inc. is the sole developer, provider, and implementer of the Tyler ERP Pro (formerly Incode Financials), Municipal Justice (formerly Incode Court), Enterprise Public Safety (formerly New World Public Safety), Public Safety Pro (formerly Incode Public Safety) and Enforcement Mobile (formerly Brazos) software. Additionally, Tyler is the only party authorized to support, and update or modify the software.

Please let me know if you have any questions.

Regards,



Tina Mize
Group General Counsel



**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: October 14, 2024
PRESENTED BY: Adrian L. Garcia, Fire Chief
AGENDA ITEM: Approval of Resolution # _____ of the City Council of the City of Mission revoking Power of Attorney granted to Christopher Navarrete and Granting Power of Attorney to Chief Adrian Garcia and Deputy Chief Richard Cruz for the Purchase of Narcotics for Fire-Based EMS Services – A.L. Garcia

NATURE OF REQUEST:

On August 12, 2024 the City Council granted power of attorney to Christopher Navarrete, Deputy Chief, to act as the City’s Attorney-in-Fact for the specific purpose of purchasing narcotics for the City’s Fire-Based EMS Services. Deputy Chief Navarrete will be retiring therefore, to streamline the procurement process and ensure compliance with all regulatory requirements, it is proposed to grant power of attorney to Chief Adrian Garcia and Deputy Chief Richard Cruz. This will authorize them to manage the purchase and necessary documentation of narcotics for the fire-based EMS services.

The fire-based EMS services require a consistent and regulated supply of narcotics to ensure the provision of adequate medical care in emergency situations. The purchase and management of these narcotics must comply with federal and state regulations, requiring authorized personnel to oversee the procurement process.

BUGETED: _____ **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 *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION REVOKING POWER OF ATTORNEY GRANTED TO CHRISTOPHER NAVARRETE AND GRANTING POWER OF ATTORNEY TO ADRIAN GARCIA AND RICHARD CRUZ FOR THE PURCHASE OF NARCOTICS FOR FIRE-BASED EMS SERVICES**

WHEREAS, on August 12, 2024 the City Council granted power of attorney to Christopher Navarrete, Deputy Chief, to act as the City's Attorney-in-Fact for the specific purpose of purchasing narcotics for the City's Fire-Based EMS Services; and

WHEREAS, the City now desires to revoke the aforementioned authority granted under the Power of Attorney due to retirement, specifically concerning the purchase of narcotics or any controlled substances; and

WHEREAS, the City of Mission provides emergency medical services (EMS) through its Fire Department to ensure the health and safety of its residents; and

WHEREAS, the provision of emergency medical services necessitates the use of controlled substances, including narcotics, for pain management and other medical purposes; and

WHEREAS, the acquisition, storage, and administration of such narcotics must comply with all applicable federal and state laws and regulations, including the Controlled Substances Act and regulations promulgated by the Drug Enforcement Administration (DEA); and

WHEREAS, the City Council recognizes the need to designate a qualified and responsible individual to act on behalf of the City in matters related to the purchase of narcotics for EMS purposes;

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

Section 1. Designation of Attorney-in-Fact. The City Council hereby grants power of attorney to Adrian Garcia, Fire Chief and Richard Cruz, Deputy Chief, to act as the City's Attorney-in-Fact for the specific purpose of purchasing narcotics for the City's Fire-Based EMS Services.

Section 2. Authority Granted. The Attorney-in-Fact is authorized to:

- Apply for, receive, and manage any necessary registrations or permits from the DEA and any other regulatory bodies.
- Order, purchase, and procure narcotics and other controlled substances required for the City's EMS operations.
- Ensure compliance with all legal and regulatory requirements related to the handling and administration of narcotics.
- Maintain accurate records of all transactions involving controlled substances and provide reports as required by law or as requested by the City Council.

Section 3. Term and Termination. This power of attorney shall remain in effect until August 12, 2026, unless earlier revoked by the City Council. The City Council reserves the right to revoke this authority at any time for any reason.

Section 4. Compliance and Reporting. The Attorney-in-Fact shall adhere to all applicable federal, state, and local laws and regulations and shall report regularly to the City Council on the status and activities related to the procurement and use of narcotics.

Section 5. Severability. If any provision of this Resolution is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

PASSED AND ADOPTED by the City Council of the City of Mission on this 14th day of October, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Abram Ramirez, Information Technology Director
AGENDA ITEM: Authorization to purchase yearly maintenance renewal 2024-2025 and one time upgrade of ERP (Enterprise Resource Planning) Pro software from Tyler Technologies, a sole source vendor, at a cost of \$201,850.07- Ramirez

NATURE OF REQUEST:

Authorization to purchase yearly maintenance renewal 2024-2025 and one time upgrade of ERP (Enterprise Resource Planning) software from Tyler Technologies, a sole source vendor, at a cost of \$201,80.07.

ERP PRO 2024-2025 Yearly Renewal- \$162,130.07

ERP PRO 10 upgrade one time fee - \$39,720.00

BUDGETED: Yes **FUND:** General **ACCT.#:** 01-426-44640

BUDGET: \$808,820.00 **EST.COST:** \$201,850.07 **CURRENT BUDGE BALANCE:** \$808,820.00

BID AMOUNT \$201,850.07

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *MRP*

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

_____ AYES
_____ NAYS
_____ DISSENTING _____



Sales Quotation For:

City of Mission
1201 E 8th St
Mission TX 78572-5812
Andy Garcia
+1 (956) 865-4990
jagarcia@missiontexas.us

Quoted BY Robin Reeves
Quote Expiration 3/26/25
Quote Name ERP Pro 10-FIN/Personnel Migration

Tyler Migration Services	
Description	Total
ERP Pro	
ERP Pro 10 Financial Management Suite	
Financial Management Services	\$ 35,280
Accounts Receivable Services	\$ 1,440
Accounts Receivable	
Core Financials	
Electronic Time Clock Interface	
Fixed Assets	
Human Resources Management (Includes Position Budgeting)	
Project Accounting	

Purchasing	
Other Services	
Project Management	\$ 3,000
Total:	\$ 39,720

Summary	One Time Fees	Recurring Fees
Total Tyler Services	\$ 39,720	
Summary Total	\$ 39,720	\$ 0

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

SaaS is considered a term of one year unless otherwise indicated.

Core Financials

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
Print Name: _____ P.O.#: _____



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Item 34.
025-479686	10/01/2024	1 of 2

Questions:
 Tyler Technologies - Local Government
 Phone: 1-800-772-2260 Press 2, then 2
 Email: ar@tylertech.com



Bill To: CITY OF MISSION
 1201 EAST 8TH STREET
 MISSION, TX 78572

Ship To: CITY OF MISSION
 1201 EAST 8TH STREET
 MISSION, TX 78572

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43895 - MAIN - MAIN	189884		USD	NET30	10/31/2024

Contract Date	Description	Units	Rate	Extended Price
Contract No.: Mission, City of				
01/Nov/2020	Mobile Service Orders Subscription Fees Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	759.69	759.69
01/Mar/2022	Host Reporting Services Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	3,150.00	3,150.00
01/Sep/2020	Community Development Pro Annual Fees Cemetery Records Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1		\$1,907.85
01/Mar/2022	Content Manager Annual Fees Tyler Content Manager Standard Edition (TCM SE) Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1		\$16,878.75
01/Nov/2021	ERP Pro Financials Annual Fees Incode Financial Suite Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1		\$57,011.23
01/Sep/2020	Human Resources Base Package Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Sep/2020	Purchase Orders Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Sep/2020	Payroll-Personnel Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Sep/2020	Accounts Receivable Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Sep/2020	Core Financials Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Dec/2020	Payroll - Electronic Time Clock Interface (Generic) Subscription Fees Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
25/Feb/2008	ERP Pro Utilities Annual Fees Utility Billing Online Component Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1		\$49,846.30
01/Sep/2022	Building Projects Online Component Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Sep/2020	Business License Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Sep/2020	Building Projects Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Sep/2020	Utility CIS System Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Item 34.
025-479686	10/01/2024	2 of 2

Questions:
 Tyler Technologies - Local Government
 Phone: 1-800-772-2260 Press 2, then 2
 Email: ar@tylertech.com

Bill To: CITY OF MISSION
 1201 EAST 8TH STREET
 MISSION, TX 78572

Ship To: CITY OF MISSION
 1201 EAST 8TH STREET
 MISSION, TX 78572

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43895 - MAIN - MAIN	189884		USD	NET30	10/31/2024

Contract Date	Description	Units	Rate	Extended Price
01/Sep/2020	Secure Signatures (includes 2 signatures) Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Jan/2022	Utility Meter Data Sync w/Scheduler Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Jan/2022	Utility Meter-Reader Interface - Subscription Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Apr/2022	Utility Payment Import Interface Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Sep/2022	Forms Overlay Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Sep/2022	Output Processor Server Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
Municipal Justice Annual Fees		1		\$31,581.90
01/Sep/2020	Criminal Court Case Mgt Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Sep/2020	Collection Agency Export Interface Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Sep/2020	Centralized Cash Collections Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Sep/2020	Caseless Warrant Program - Subscription Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Sep/2020	Brazos Citation Issuing Device Interface Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
Third Party Annual Fees		1		\$994.35
01/Sep/2020	System Software Non SQL Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	162,130.07
Sales Tax	\$0.00
Invoice Total	162,130.07

270

One Tyler Drive
Yarmouth, ME 04096

P: 800.772.2260
F: 207.781.2459

www.tylertech.com

September 16, 2024

Abram Ramirez
Information Technology Director
City of Mission
1201 East 8th Street
Mission, TX 78572

RE: Sole Source for Procurement

Dear Mr. Ramirez:

Please accept this letter as confirmation that Tyler Technologies, Inc. is the sole developer, provider, and implementer of the Tyler ERP Pro (formerly Incode Financials), Municipal Justice (formerly Incode Court), Enterprise Public Safety (formerly New World Public Safety), Public Safety Pro (formerly Incode Public Safety) and Enforcement Mobile (formerly Brazos) software. Additionally, Tyler is the only party authorized to support, and update or modify the software.

Please let me know if you have any questions.

Regards,



Tina Mize
Group General Counsel



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Abram Ramirez, Information Technology Director
AGENDA ITEM: Authorization to purchase yearly renewal 2024-2025 second year agreement of Microsoft Office 365 from SHI at a cost of \$187,265.00 utilizing DIR-CPO-5237 contract- Ramirez

NATURE OF REQUEST:

Authorization to purchase yearly renewal 2024-2025 second year agreement of Microsoft Office 365 from SHI at a cost of \$187,265.00 utilizing DIR-CPO-237 contract. Agreement 01E73535

-Email (E-discovery, archiving, security); Communications (Chat and cloud collaboration); Document Cloud Storage; Endpoint Security

Two services will be terminated and incorporated into office 365. Barracuda email security and archiving \$93,264.00 and CISCO endpoint security \$26,222.00

Two form factor will be incorporated into email office 365 reducing CISCO DUO yearly renewal by \$6,500.00.

Last year office 365 renewal \$63,194.00 an increase of \$124, 071.00 (\$125,986.00 in reduction of services).

BUDGETED: Yes FUND: General ACCT.#: 01-426-44640

BUDGET: \$808,820.00 EST.COST: \$187,265.00 CURRENT BUDGE BALANCE: \$808,820.00

BID AMOUNT \$

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval MRP

RECORD OF VOTE: APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

Contract Number

DIR-CPO-5237

Contract Start Date: **09/22/23** ⓘ

Contract Term Date: **09/22/25** ⓘ

Contract Expiration Date: **09/22/29** ⓘ

Vendor Information

SHI Government Solutions, Inc.

Vendor ID: **1223695478500**

HUB Type: **Non HUB** ⓘ

RFO: **DIR-CPO-TMP-570**

Contract Status: **Active**

VENDOR CONTACT:

Monica Pestl ⓘ

Phone: 210-427-6266

[Vendor Website](#) ⓘ

DIR CONTACT:

Eliza Garcia ⓘ

Phone: (512) 475-4631

Contract Overview

SHI Government Solutions, Inc. as a Value Added Reseller (VAR) offers Adobe and Microsoft software products and related services through this contract. Customers may purchase from the Select Plus Program or must enter into an Enterprise Agreement (EA) or have a current ELA with Microsoft. Customers can purchase directly through this DIR VAR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. This Contract covers the entire Adobe and Microsoft Catalogue of products and Related Services plus all government and education volume licensing MSRP special Discount programs. Resellers are not available for this contract.

Contract Details & Ordering Information

• **Products & Services**

[Commodity Codes](#)

[Brands](#)

[Contract Documents](#)

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Software
- Technical Services



Pricing Proposal
 Quotation #: 25402303
 Reference #: EA# 61623656
 Created On: 10/9/2024
 Valid Until: 10/31/2024

TX-City of Mission

Microsoft Inside Account Manager

Abram Ramirez

1201 E 8th St
 Finance Dept
 Mission, TX 78572-5812
 United States
 Phone: 9565808667
 Fax:
 Email: ARamirez@missiontexas.us

Vivien Cruz

290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 732-868-5926
 Fax:
 Email: vivien_cruz@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 O365 G3 GCC SU O365 G1 Per User Microsoft - Part#: AAA-11919 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 10/15/2024 – 11/30/2024 Note: 1 month, year 2 of 3, invoices upon purchase	670	\$13.02	\$8,723.40
2 Defender Endpoint P2 GCC Sub Per User Microsoft - Part#: 7KB-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 10/15/2024 – 11/30/2024 Note: 1 month, year 2 of 3, invoices upon purchase	670	\$4.61	\$3,088.70
3 Defender O365 P2 GCC Sub Per User Microsoft - Part#: GLN-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 10/15/2024 – 11/30/2024 Note: 1 month, year 2 of 3, invoices upon purchase	670	\$3.87	\$2,592.90
4 O365 G3 GCC SU O365 G1 Per User Microsoft - Part#: AAA-11919 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 12/1/2024 – 11/30/2025 Note: 12 months, Year 2 of 3, invoices Dec-01-2024	670	\$156.24	\$104,680.80
5 Defender Endpoint P2 GCC Sub Per User Microsoft - Part#: 7KB-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 12/1/2024 – 11/30/2025 Note: 12 months, Year 2 of 3, invoices Dec-01-2024	670	\$55.32	\$37,064.40

6	Defender O365 P2 GCC Sub Per User Microsoft - Part#: GLN-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 12/1/2024 – 11/30/2025 Note: 12 months, Year 2 of 3, invoices Dec-01-2024	670	\$46.44	\$31,114	Item 35.
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Total \$187,265.00

Additional Comments

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Year 1: \$14,405.00
Year 2: \$172,860.00
Year 3: \$172,860.00

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: September 14, 2024

PRESENTED BY: Susana De Luna, Interim Planning Director

AGENDA ITEM: Preliminary Plat Approval: Las Cumbres Terrace Subdivision (Private), Being a 4.5 acre tract of land, more or less, out of Lot 29-4, West Addition to Sharyland Subdivision, R-2, Developer: Victor Meza, Engineer: M2 Engineering, PLLC, - De Luna

NATURE OF REQUEST:

On October 2, 2024, the Planning and Zoning Commission held a Public Hearing to consider the Preliminary & Final Plat Approval for Las Cumbres Terrace Subdivision (Private). The subject site is located along the east side of Mayberry Road approximately 1,320' north of Mile 2. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Staff recommends approval subject to: 1.) Payment of Capital Recovery Sewer fee; 2) Payment of Park fee; 3) Water District Exclusion; and 4) Conveyance or Payment of Water Rights

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ITEM # 2.0**PRELIMINARY & FINAL
PLAT APPROVAL:**

Las Cumbres Terrace Subdivision (Private)
Being a 4.5 -acre tract of land, more or less, out of
Lot 29-4, West Addition to Sharyland Subdivision
R-2

Developer: Victor Meza

Engineer: M2 Engineering, PLLC

REVIEW DATA**PLAT DATA**

The proposed site located along the West side of Troser Rd. approximately 660' North of Mile 2 Rd. — **see vicinity map**. The site currently is vacant and unimproved consistent with grassland and bare surface. The subdivision will be private and feature approximately twelve (12) Fourplex lots. — see plat for actual dimensions, square footages, and land uses.

WATER

The developer is proposing to connect to an existing 12" water line located along the west R.O.W. of N. Troser Rd. and extend an 8" water line through the site providing water service to each lot. It will be looped to the south onto the existing 8" line which was stubbed by the Troser Fair Heights development. There are 2 proposed fire hydrants via direction of the Fire Marshal's office.
— **see utility plan**

SEWER

The developer is proposing to connect to an existing sewer line on the east side ROW of N. Troser Rd. and extend an 8" PVC line to collect from all lots abutting the internal street which will end with a standard MH. All lots will be stubbed with a 6" PVC line. The Capital Sewer Recovery Fee is required at \$670.00/Lot which equates to \$8,040.00 (\$670 x 12 Lots).

STREETS & STORM DRAINAGE

The subdivision will have 1 main access to be gated and end with a cul-de-sac. This access will have a 60' ROW with median islands at the entrance. The design will also include the street with a proposed paved 40' B-B.

The site is located within Zone "C", areas of minimal flooding based on the Community FIRM Panel No. 480334 0400C, Map Revised November 16, 1982. The proposed drainage infrastructure for this subdivision shall consist of an internal pipe system with curb inlets that will capture and convey the residual storm runoff towards an onsite detention pond. The runoff will be collected, detained onsite, and ultimately discharging into an existing 36" storm line located along the west side of Troser Rd., which then discharges into the Mission Lateral a Hidalgo Co. Drainage District No. 1 owned ditch. The City Engineer has reviewed and approved the drainage report.

OTHER COMMENTS

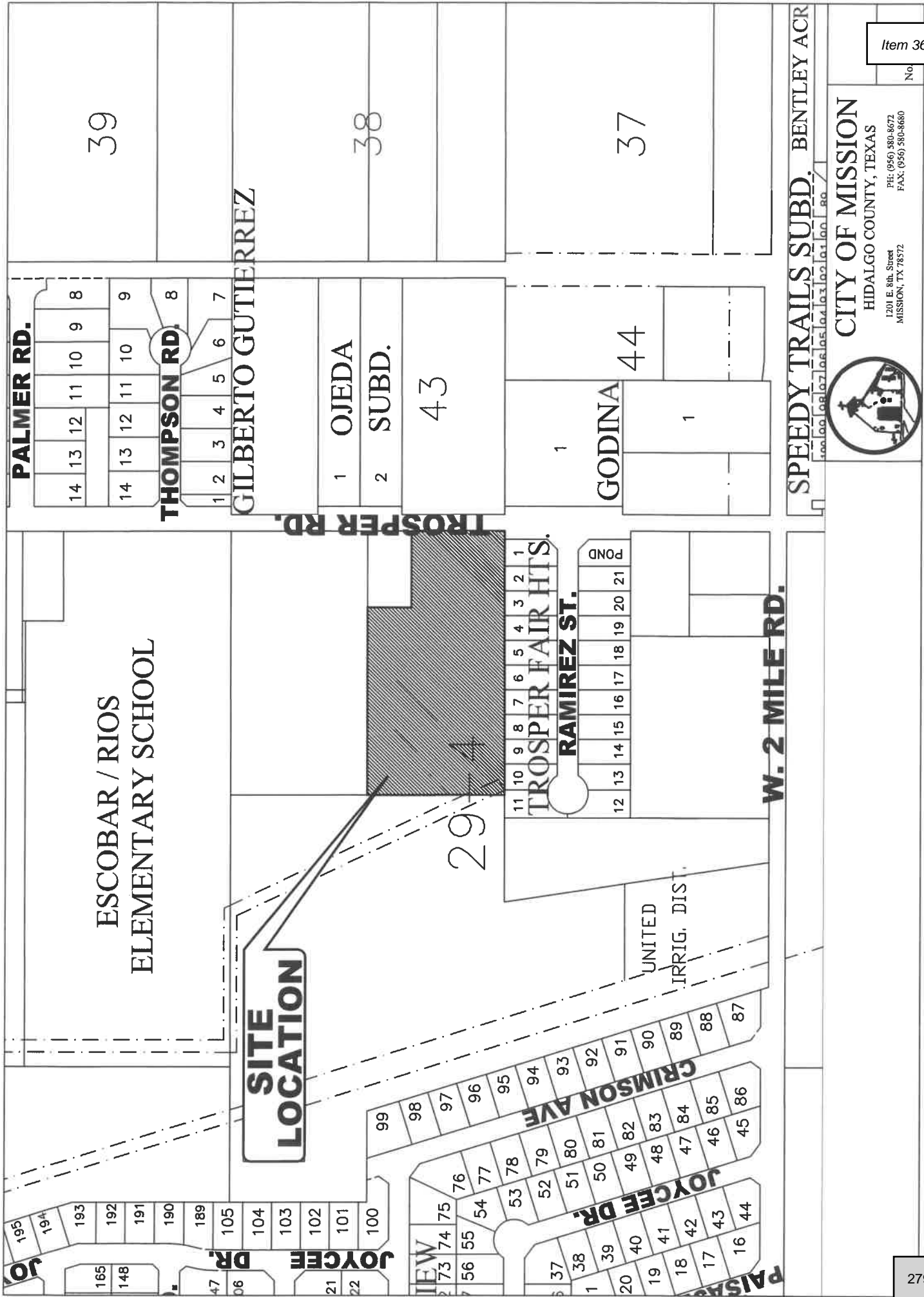
0. Payment of Park Fees in the amount of \$24,000.00 (\$500 x 1-fourplex x 12 lots)
1. Installation of Street Lighting as per City Standards
2. Compliance with the Private Street policies
3. Water District Exclusion

- 4. Conveyance or Payment of Water Rights (\$3,000.00 per ac-ft.)
- 5. Comply with all other format findings

RECOMMENDATION

Staff recommends approval subject to:

- 1. Payment of Capital Recovery Sewer fee
- 2. Payment of Park fee
- 3. Water District Exclusion, and
- 4. Conveyance or Payment of Water Rights



ESCOBAR / RIOS
ELEMENTARY SCHOOL

**SITE
LOCATION**

29

Item 36.

No



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

SPEEDY TRAILS SUBD. BENTLEY ACR

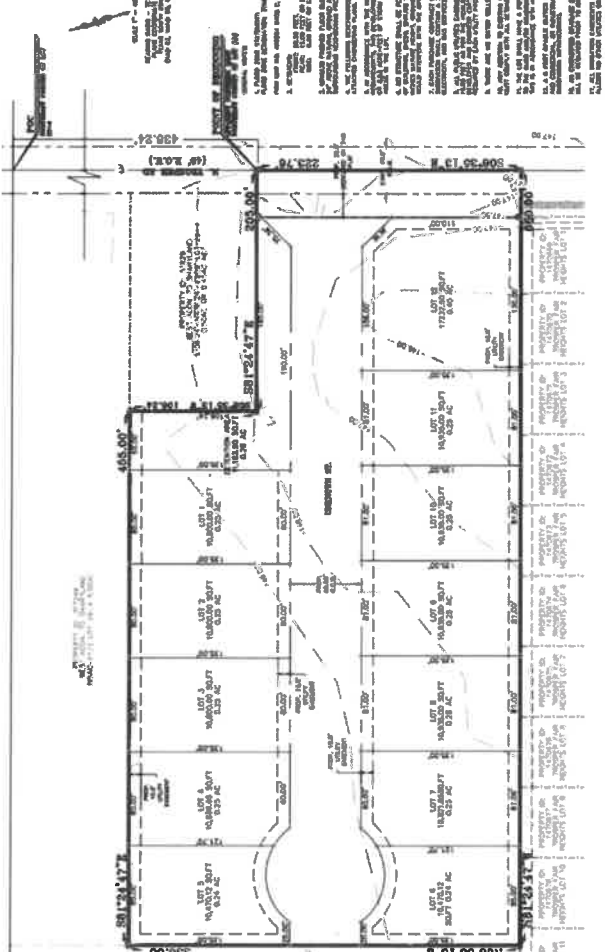




SECTION 4.44-A-2000 TRACT OF LAND, MORE OR LESS, CITY OF DALLAS, TARRANT COUNTY, TEXAS SUBDIVISION 4, PHASE ONE, RESUBDIVISION

LETTER MAP RECORDS
 The following letter map records have been recorded in the office of the County Clerk, Tarrant County, Texas, and are a part of the record of this subdivision.
 1. TARRANT COUNTY, TEXAS, SUBDIVISION 4, PHASE ONE, RESUBDIVISION, 1998-10-28, BOOK 13, PAGE 50.
 2. TARRANT COUNTY, TEXAS, SUBDIVISION 4, PHASE ONE, RESUBDIVISION, 1998-10-28, BOOK 13, PAGE 51.
 3. TARRANT COUNTY, TEXAS, SUBDIVISION 4, PHASE ONE, RESUBDIVISION, 1998-10-28, BOOK 13, PAGE 52.
 4. TARRANT COUNTY, TEXAS, SUBDIVISION 4, PHASE ONE, RESUBDIVISION, 1998-10-28, BOOK 13, PAGE 53.
 5. TARRANT COUNTY, TEXAS, SUBDIVISION 4, PHASE ONE, RESUBDIVISION, 1998-10-28, BOOK 13, PAGE 54.
 6. TARRANT COUNTY, TEXAS, SUBDIVISION 4, PHASE ONE, RESUBDIVISION, 1998-10-28, BOOK 13, PAGE 55.
 7. TARRANT COUNTY, TEXAS, SUBDIVISION 4, PHASE ONE, RESUBDIVISION, 1998-10-28, BOOK 13, PAGE 56.
 8. TARRANT COUNTY, TEXAS, SUBDIVISION 4, PHASE ONE, RESUBDIVISION, 1998-10-28, BOOK 13, PAGE 57.
 9. TARRANT COUNTY, TEXAS, SUBDIVISION 4, PHASE ONE, RESUBDIVISION, 1998-10-28, BOOK 13, PAGE 58.
 10. TARRANT COUNTY, TEXAS, SUBDIVISION 4, PHASE ONE, RESUBDIVISION, 1998-10-28, BOOK 13, PAGE 59.

- LEGEND**
- 1" = 40' - 1" scale
 - 1" = 80' - 1/2" scale
 - 1" = 160' - 1/4" scale
 - 1" = 320' - 1/8" scale
 - 1" = 640' - 1/16" scale
 - 1" = 1280' - 1/32" scale
 - 1" = 2560' - 1/64" scale



LAS CUMBRES TERRACE SUBDIVISION

SECTION 4.44-A-2000 TRACT OF LAND, MORE OR LESS, CITY OF DALLAS, TARRANT COUNTY, TEXAS SUBDIVISION 4, PHASE ONE, RESUBDIVISION

PLANS - 1. PLAN OF SUBDIVISION, 1998-10-28, BOOK 13, PAGE 50.
 2. PLAN OF SUBDIVISION, 1998-10-28, BOOK 13, PAGE 51.
 3. PLAN OF SUBDIVISION, 1998-10-28, BOOK 13, PAGE 52.
 4. PLAN OF SUBDIVISION, 1998-10-28, BOOK 13, PAGE 53.
 5. PLAN OF SUBDIVISION, 1998-10-28, BOOK 13, PAGE 54.
 6. PLAN OF SUBDIVISION, 1998-10-28, BOOK 13, PAGE 55.
 7. PLAN OF SUBDIVISION, 1998-10-28, BOOK 13, PAGE 56.
 8. PLAN OF SUBDIVISION, 1998-10-28, BOOK 13, PAGE 57.
 9. PLAN OF SUBDIVISION, 1998-10-28, BOOK 13, PAGE 58.
 10. PLAN OF SUBDIVISION, 1998-10-28, BOOK 13, PAGE 59.

DEEDS - 1. DEED, 1998-10-28, BOOK 13, PAGE 50.
 2. DEED, 1998-10-28, BOOK 13, PAGE 51.
 3. DEED, 1998-10-28, BOOK 13, PAGE 52.
 4. DEED, 1998-10-28, BOOK 13, PAGE 53.
 5. DEED, 1998-10-28, BOOK 13, PAGE 54.
 6. DEED, 1998-10-28, BOOK 13, PAGE 55.
 7. DEED, 1998-10-28, BOOK 13, PAGE 56.
 8. DEED, 1998-10-28, BOOK 13, PAGE 57.
 9. DEED, 1998-10-28, BOOK 13, PAGE 58.
 10. DEED, 1998-10-28, BOOK 13, PAGE 59.

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 8. RECORD, 1998-10-28, BOOK 13, PAGE 57.
 9. RECORD, 1998-10-28, BOOK 13, PAGE 58.
 10. RECORD, 1998-10-28, BOOK 13, PAGE 59.

PLANS - 1. PLAN OF SUBDIVISION, 1998-10-28, BOOK 13, PAGE 50.
 2. PLAN OF SUBDIVISION, 1998-10-28, BOOK 13, PAGE 51.
 3. PLAN OF SUBDIVISION, 1998-10-28, BOOK 13, PAGE 52.
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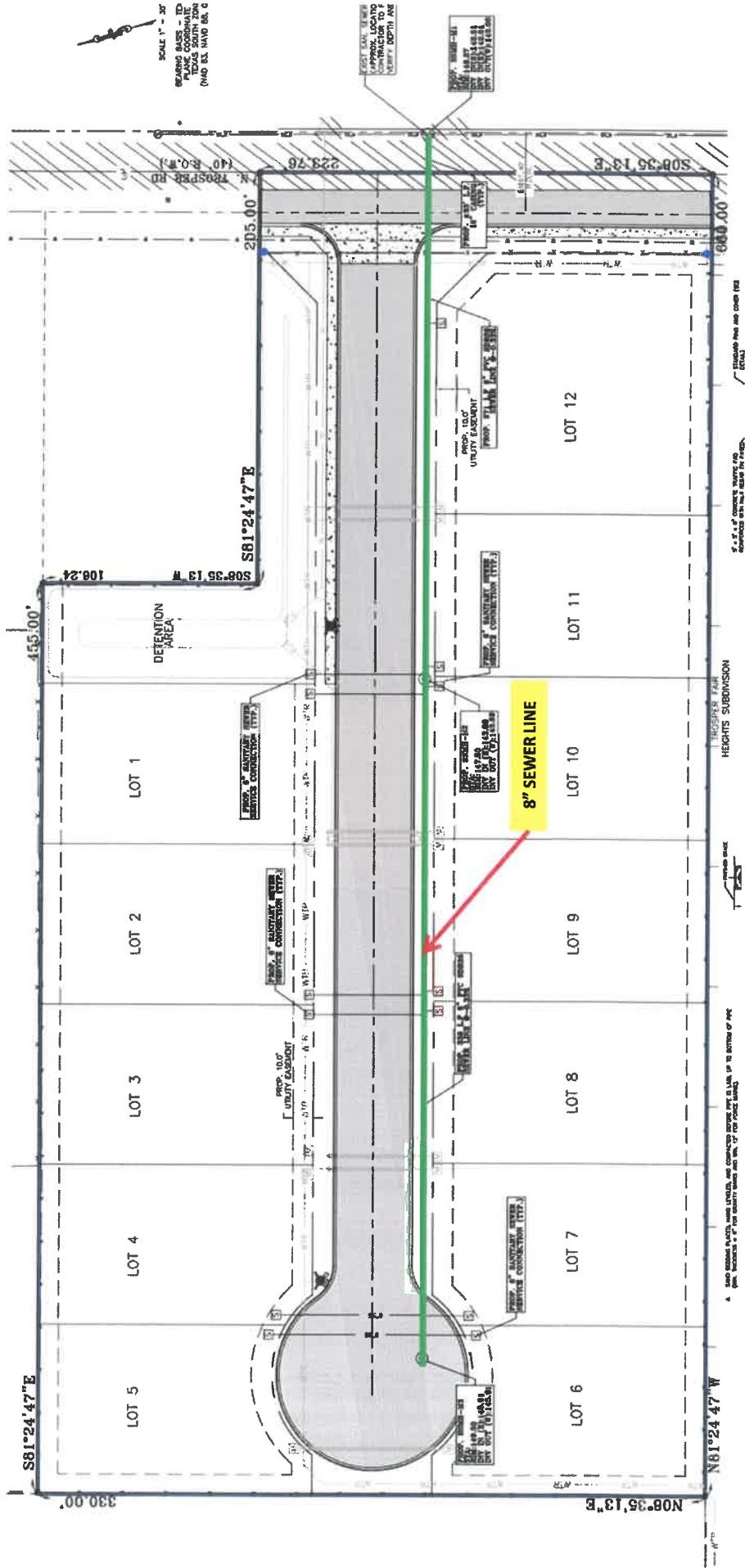
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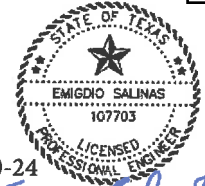
TBPELS FIRM REGISTRATION P-19545
 1810 E. GRIFFIN PARKWAY
 MISSION TX 78572
 956-600-0620

PRINCIPAL CONTACTS

NAME	ADDRESS	CITY & ZIP	PHONE
...
...



Drainage Statement
Las Cumbres Terrace Subdivision



8-30-24

Project Location

Being 4.272 acres out of lot 29-4, West Addition to Sharyland Subdivision, Hidalgo County, Texas, recorded in Volume 1, page 56, map records of Hidalgo County, Texas. The site is located along the West side of Troesper Rd., approximately 660-ft North of Mile 2 North Road in Mission, Texas.

Flood Plain

The site is located within Zone "C", Areas of minimal flooding based on Community FIRM Panel No. 480334 0400C, Map Revised November 16, 1982, and can be found on Exhibit "D".

Soils Information

According to the Soil Survey map for Hidalgo County, issued by the USDA Natural Resource Conservation Service, the site consists of Hidalgo Fine Sandy Loam, 0 to 1 percent slopes. Soils are classified as well drained and belong to Hydrologic Group B.

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
25	Hidalgo fine sandy loam, 0 to 1 percent slopes	4.4	100.0%
Totals for Area of Interest		4.4	100.0%

Undeveloped Conditions

The featured project site consists of a 4.272-acre tract of land located along the West side of Troesper Rd., approximately 660-ft North of Mile 2 North Road in Mission, Texas. Presently the site naturally drains Southeast over sloped terrain of approximately 0.75%. The site currently is vacant and unimproved consistent with grassland and bare surface. The undeveloped flow drains at a rate of 3.67 CFS for a 10-year frequency storm.

Developed Conditions

The City of Mission and Hidalgo County Drainage criteria require that the storm water runoff generated from the developed property including runoff from upstream drainage areas shall be detained for a 50-year frequency storm event, and released into the receiving downstream system at the pre-developed peak discharge rate for a 10-year storm event.

Exhibit "A" details the proposed drainage calculations and drainage area maps for the featured site. The Las Cumbres Terrace Subdivision will feature approximately twelve (12) Four Plex Lots over a 4.272-acre tract of land found along the West side of Troesper Rd., approximately 660-ft North of Mile 2 North Road in Mission, Texas.

The proposed drainage infrastructure for this subdivision shall consist of an internal pipe system with curb inlets that will capture and convey the residual storm runoff towards an onsite detention pond. The runoff will be collected, detained onsite, and ultimately discharging into an existing 36-Inch Storm Line located along the West side of Troesper Rd. found along the front of the subject property. The existing 36-Inch Storm Line runs South along the West side of Troesper Rd., and ultimately discharges into the Mission Lateral a Hidalgo County Drainage District No. 1 (HCDD#1) owned drainage ditch. The post-developed flow rate for storm run-off is 21.52 CFS, during the 50-year storm frequency, which is an increase of 17.39 CFS for a required Volume of 22,942 CF/0.53 AC-FT.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024

PRESENTED BY: Susana De Luna, Interim Planning Director

AGENDA ITEM: Final Plat Approval: Retama Phase VI Subdivision (Private), 9.173 acres being out of Lot 14, Del Monte Irrigation Co. Subdivision, PUD (R-1), Developer: Rhodes Development, Inc., Engineer: Melden & Hunt, Inc., - De Luna

NATURE OF REQUEST:

On August 26, 2024, the Mission City Council held a Public Hearing to consider the Preliminary Plat Approval for Retama Phase VI Subdivision. The subject site is located on the SE corner of Bentsen Palm Drive and Military Parkway East. There was no public input during the City Council Meeting. The board unanimously recommended approval.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Staff recommends approval subject to 1) Payment of Capital Sewer Recovery fee; 2) Installation of street lighting as per city standards; 3) Compliance with street private polices; 4) Comply with all other format findings; and 5) Conveyance of water rights.

Departmental Approval: N/A

Advisory Board Recommendation: P&Z Approval

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

On August 21, 2024 the Planning and Zoning Commission held a Public Hearing to consider the variance request to allow an installation of a septic tank. The subject site was located on the Northeast corner of S. Conway & future Los Indios Parkway.

On August 9, 2024 staff received a letter from Pablo Martinez, Vice President of Winfield Communities requesting the installation of a septic system at 3101 S. Conway Avenue. The site was previously serviced by an existing OSSF system that was outdated and out of service. Currently, the Milagro Subdivision was under construction and would be available to extend utilities to this location. The structure would serve as a sales and construction office for personnel use as the project develops up until the said lot would need to be cleared for new vertical construction. The building was classified as a temporary sales office for the sale of lots which was considered a permitted use per Article VIII – Use Districts and Conditional Uses.

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

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved approve the Variance request to allow an installation of septic tank at 3101 S. Conway Avenue, out of Lot 10-7, West Addition to Sharyland Subdivision, as requested by Windfield Communities. Motion was seconded by Councilman Vela and approved unanimously 5-0.

35. Preliminary Plat Approval: Retama Phase VI Subdivision (Private), 9.173 acres being out of Lot 14, Del Monte Irrigation Co. Subdivision, PUD (R-1), Developer: Rhodes Development, Inc., Engineer: Melden & Hunt, Inc. - De Luna

On August 21, 2024, the Planning and Zoning Commission held a Public Hearing to consider the Preliminary & Final Plat Approval for Retama Phase VI Subdivision. The subject site was located on the SE corner of Bentsen Palm Drive and Military Parkway East. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

Mayor Garza inquired about the collection of water rights and whether they had been dedicated already. Alex Hernandez, Assistant Planning Director, stated they had not dedicated the rights yet, but they had been made aware to do so already.

Mayor Garza stated that this item had already been seen by council in December and by Planning & Zoning in January and was inquiring as to why it was coming back.

Mr. Hernandez stated that they had added additional lots to the subdivision which is why the item needed to be reviewed again.

Councilman Vela moved to approve the Preliminary Plat: Retama Phase VI Subdivision (Private), 9.173 acres being out of Lot 14, Del Monte Irrigation Co. Subdivision, PUD (R-1), Developer: Rhodes Development, Inc., Engineer: Melden & Hunt, Inc. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

36. Board Appointment – Planning and Zoning Commission – Carrillo

Planning and Zoning Board – Appoint Irene B. Thompson to the vacant position due to the resignation of Jasen Hardison term to expire 12/31/2026.

ITEM # 3.0**PRELIMINARY & FINAL
PLAT APPROVAL:**

Retama Phase VI Subdivision (Private)
 9.173 acres being out of Lot 14,
 Del Monte Irrigation Co. Subdivision
 PUD (R-1)
 Developer: Rhodes Development, Inc.
 Engineer: Melden & Hunt, Inc.

REVIEW DATA**PLAT DATA**

The proposed site is part of a master plan located on the SE corner of Bentsen Palm Dr. and Military Parkway East. — see **vicinity map**. This tract was vacant with a proposed land use for 20 residential lots, 22 cottage lots, and 3 common areas— see plat for actual dimensions, square footages, and land uses.

VARIANCE 1

Request variance from Sec. 98-134 'Streets' of the Code of Ordinances Ch. 98 - Subdivisions to allow the design and proposed construction of a 30' ROW whereas the code requires streets within a subdivision to be at least 50'.

VARIANCE 2

Request variance from Sec. 98-134 'Streets' of the Code of Ordinances Ch. 98 - Subdivisions to allow a pavement width of 30' whereas the minimum pavement width of minor residential streets shall have 32' back-to-back

WATER

The developer is proposing to connect to an existing 8" water line located along the south R.O.W. of Hummingbird Lane and extend an 8" water line through the site providing water service to each lot. It will be looped to the south onto the existing 8" line which was stubbed by the Phase V development and to the existing 12" main line along the south ROW of Military Pkwy East. This system will be stubbed at Hummingbird Ln. and Mallard Dr. ends for future extensions. There are 3 proposed fire hydrants via direction of the Fire Marshal's office. – see **utility plan**

SEWER

The developer is proposing to connect to an existing sewer cleanout on the north side ROW of Hummingbird Ln., which was left for this purpose, and extend an 8" PVC line to collect from all lots abutting to this street which will end with a standard MH. Lots 346-372 will be serviced by an 8" sewer line located on the west side of the street to be connected to an existing 12" sewer main along the north side of Ballard Dr. which will collect from the remaining lots. All lots will be stubbed front-and-center with a 4" PVC line. The Capital Sewer Recovery Fee is required at \$200.00/Lot which equates to \$7,400.00 (\$200.x 37 Lots).

STREETS & STORM DRAINAGE

The subdivision will have 2 existing streets extended from phase V (Hummingbird L. and Ballard Dr.) to have dead-ends for future expansions with a main access to Military Pkwy East from

Hummingbird Ln. between Lots 340 & 341. This access will have an 80' ROW with median islands. The design will also include an internal street with a proposed paved 30' ROW.

This property is located in a Zone "B" on FEMA's Flood Insurance Rate Map. This development is included in Drainage Basin 45 of the Bentsen Palms Master Drainage Study therefore in accordance with the Approved Master Drainage Plan. The plan will route storm water into a detention pond from Mission Main Canal which will outfall into the mission Pilot Channel of the H.C.D.D. No. 1 System. The City Engineer has reviewed and approved the drainage report.

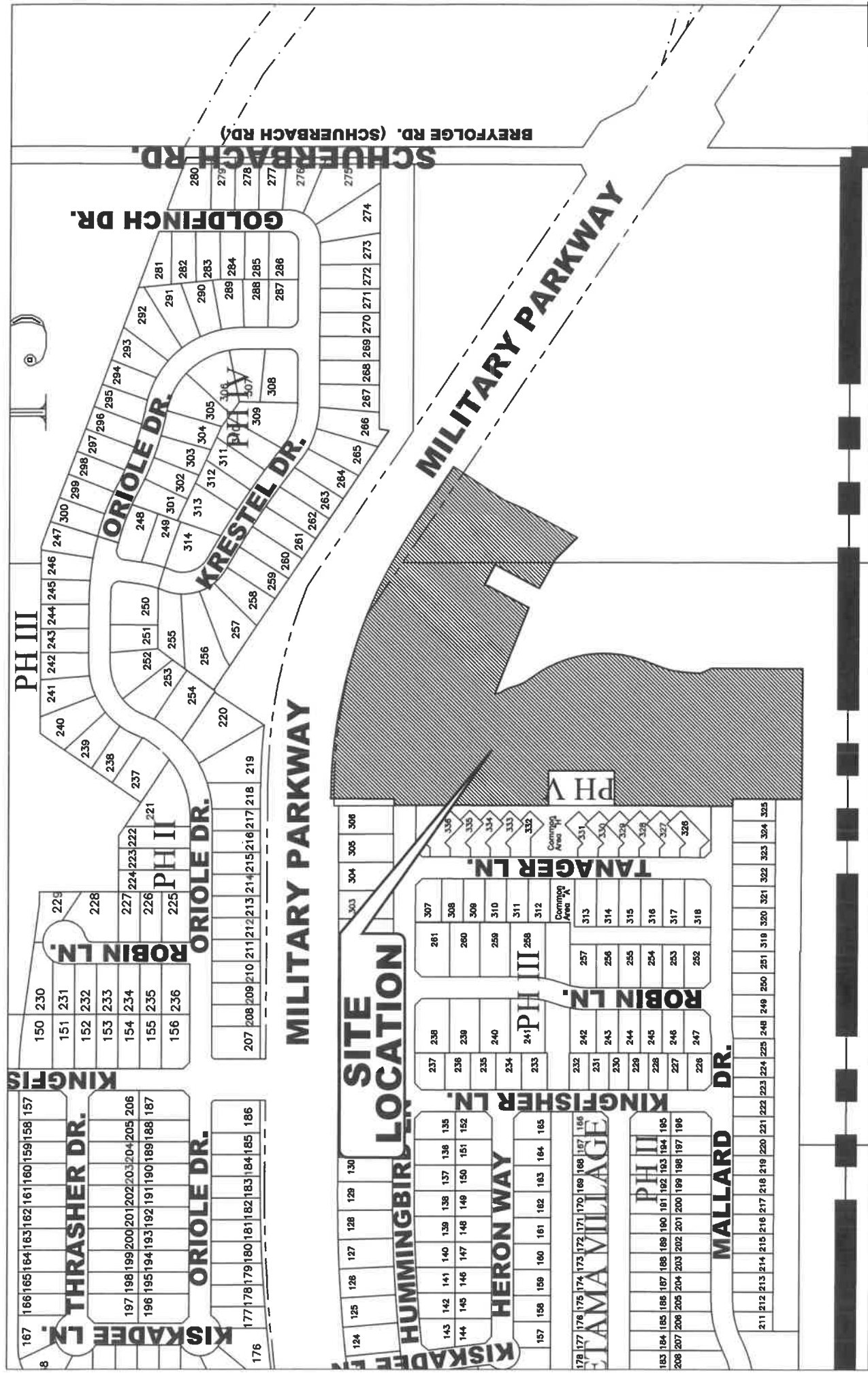
OTHER COMMENTS

- 1. No Park Fees – Mike Rhodes dedication of park land satisfies the park Dedication Ord.
- 2. Installation of Street Lighting as per City Standards
- 3. Compliance with the Private Street policies
- 4. Comply with all other format findings

RECOMMENDATION

This project was previously approved by P&Z on December 2023 and then by City Council on January 2024 which included both variance requests. The developer is now proposing to add 5 residential lots to the original submitted plat. Staff has no objection therefore recommends approval subject to payment of Capital Sewer Recovery fee and comply with items 1-4 shown above.

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





MAP OF (PRIVATE) RETAMA VILLAGE PHASE VI

CITY OF ALBUQUERQUE
DEPARTMENT OF COMMUNITY DEVELOPMENT
Housing Department

NOTES AND REVISIONS:

1. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF THE LOT OR FROM THE CENTERLINE OF THE STREET UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF THE LOT OR FROM THE CENTERLINE OF THE STREET UNLESS OTHERWISE NOTED.
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LEGEND

- 1. LOT
- 2. STREET
- 3. EASEMENT
- 4. SETBACK
- 5. BUILDING FOOTPRINT
- 6. DRIVEWAY
- 7. SIDEWALK
- 8. CURB
- 9. DRIVE
- 10. DRIVEWAY
- 11. SIDEWALK
- 12. CURB
- 13. DRIVE
- 14. DRIVEWAY
- 15. SIDEWALK
- 16. CURB
- 17. DRIVE
- 18. DRIVEWAY
- 19. SIDEWALK
- 20. CURB
- 21. DRIVE
- 22. DRIVEWAY
- 23. SIDEWALK
- 24. CURB
- 25. DRIVE
- 26. DRIVEWAY
- 27. SIDEWALK
- 28. CURB
- 29. DRIVE
- 30. DRIVEWAY
- 31. SIDEWALK
- 32. CURB
- 33. DRIVE
- 34. DRIVEWAY
- 35. SIDEWALK
- 36. CURB
- 37. DRIVE
- 38. DRIVEWAY
- 39. SIDEWALK
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- 45. DRIVE
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- 96. CURB
- 97. DRIVE
- 98. DRIVEWAY
- 99. SIDEWALK
- 100. CURB

PROJECTIONS AND SCALE

PROJECTION: NAD 83 UTM ZONE 18N

SCALE: 1" = 40'

DATE: 10/15/2014

DRAWN BY: [Name]

CHECKED BY: [Name]

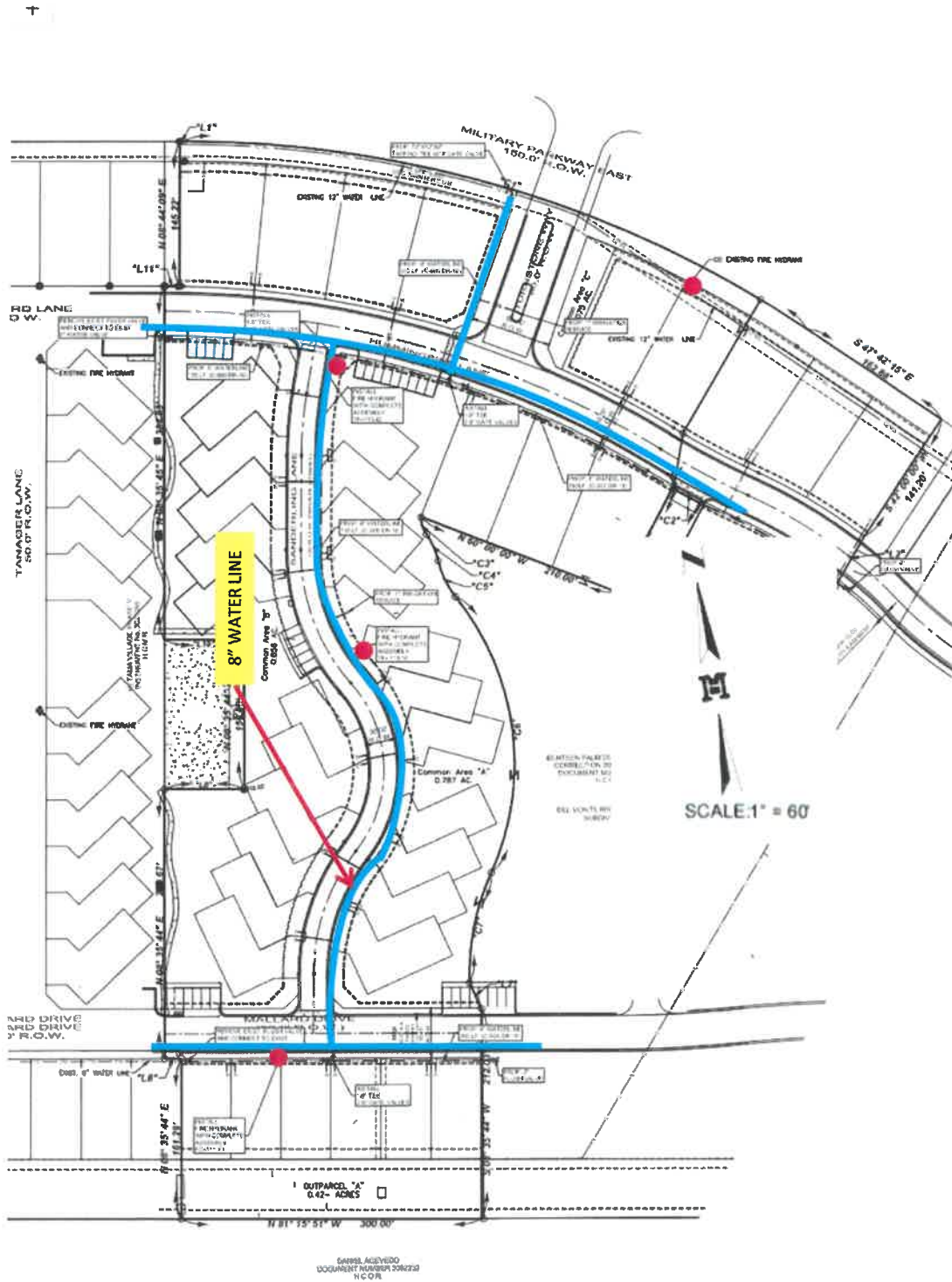
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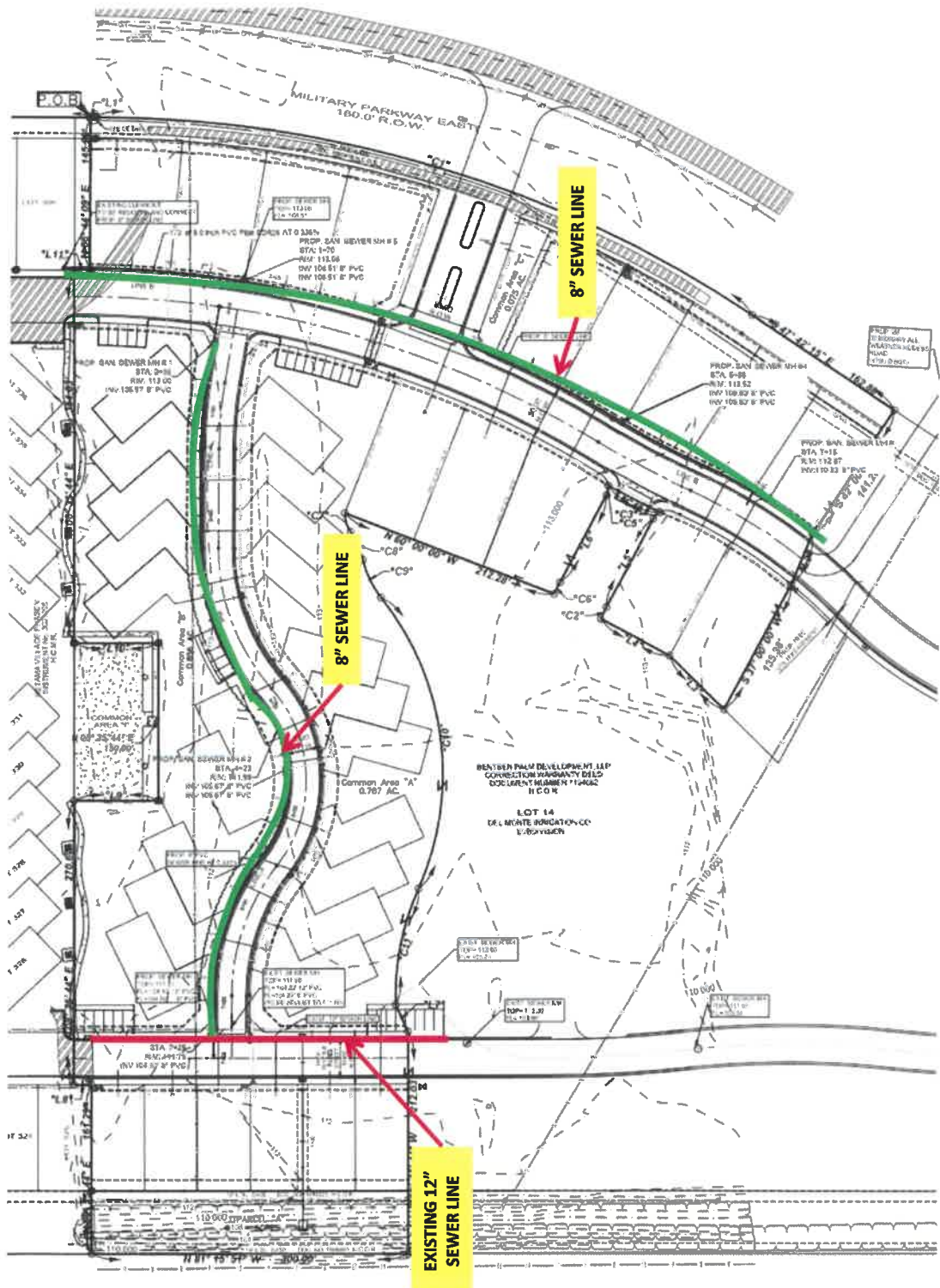
LOCATION MAP

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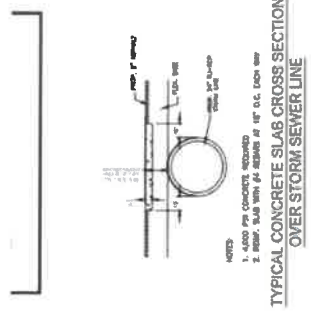
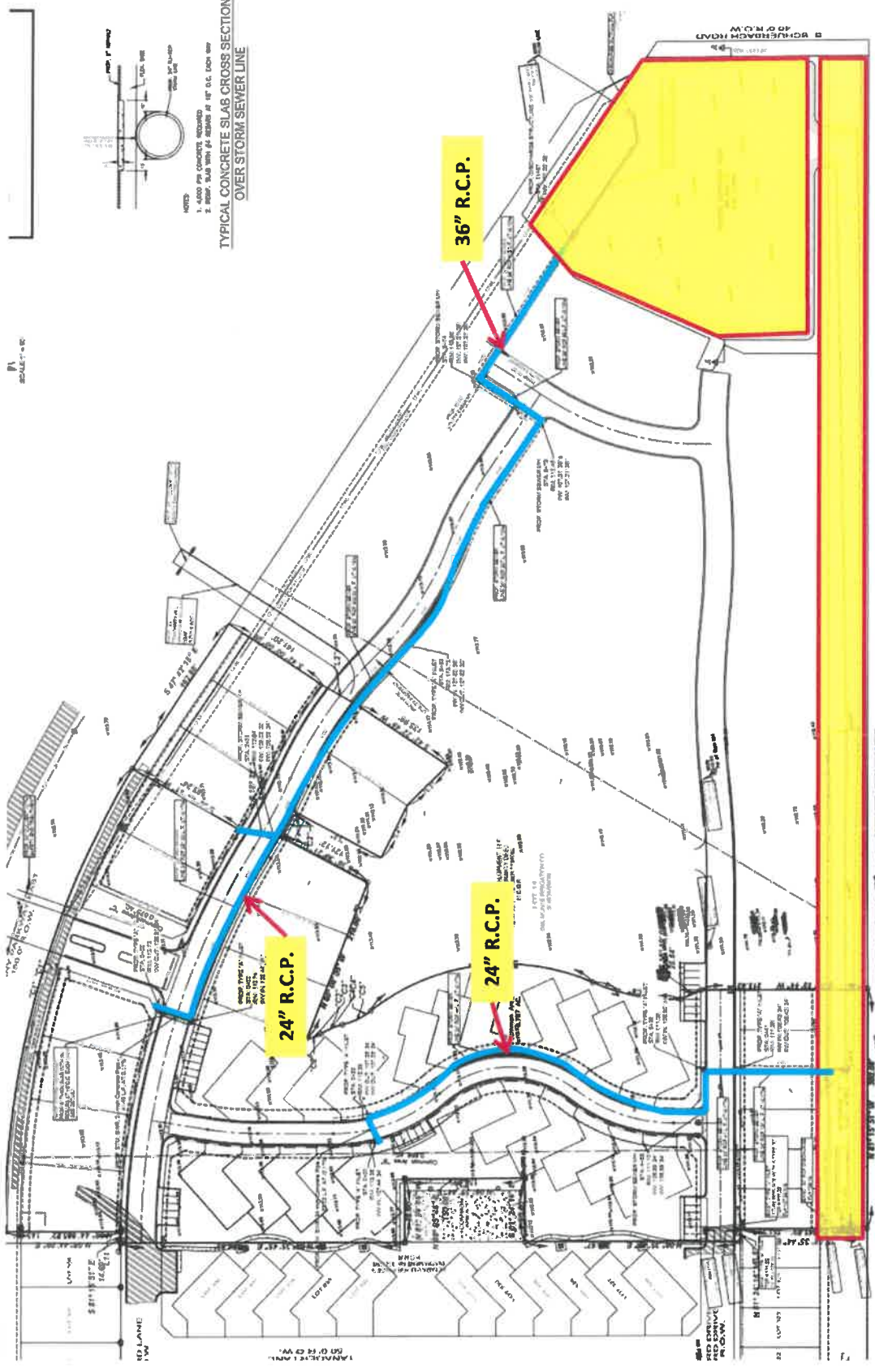
ALBUQUERQUE COUNTY CLERK

10/15/2014





DANIEL AGUIVEDO
DOCUMENT NUMBER 092222
H.C.O.R.





MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

MARIO A. REYNA • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ

TBPELS Firm # F-1435
TBPELS # 10096900
November 1, 2023

**MS. SUSIE DE LUNA, PLANNING DIRECTOR
MISSION PLANNING DEPARTMENT
1201 E. 8th St.
Mission, TX 78572**

Re: RETAMA VILLAGE PHASE VI SUBDIVISION – Variance Request

Dear Ms. De Luna:

On behalf of the developer, Rhodes Enterprises, Inc. and regarding RETAMA VILLAGE PHASE VI SUBDIVISION, we are asking for the following variances from the City of Mission's ordinances for the following:

1. Pavement Width - we are requesting a 30 ft. B-B instead of the 32 B-B.
2. Road ROW – we are requesting a proposed 30-foot ROW for proposed Sanderling Lane instead of the required 50-foot standard ROW. A 15 ft utility easement will be adjacent to the ROW on both sides of the road.

We respectfully request your consideration of the above referenced variances at your next P&Z Meeting Agenda for consideration and approval.

If you have any questions or concerns, please contact our office. Thank you.

Sincerely,
MELDEN & HUNT, INC.

Mario A. Reyna, P.E.
President



TBPELS Firm # F-1435
TBPELS # 10096900
November 1, 2023

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

MARIO A. REYNA • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ

Item 37.

MS. SUSIE DE LUNA, PLANNING DIRECTOR
MISSION PLANNING DEPARTMENT
1201 E. 8th St.
Mission, TX 78572

Re: RETAMA VILLAGE PHASE VI SUBDIVISION – Variance Request

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Sincerely,
MELDEN & HUNT, INC.

Mario A. Reyna, P.E.
President



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TBPÉLS # 10096900

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

MARIO A. REYNA • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ

DRAINAGE STATEMENT RETAMA VILLAGE PHASE VI Job No.: 24078.00 Date: July 29, 2024


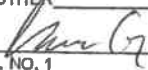
RETAMA VILLAGE PHASE VI Subdivision is a tract of land containing 10.547 acres being out of lot 14 del Monte Irrigation Co. Subdivision situated in the City of Mission, County of Hidalgo, Texas. The tract is currently vacant with a proposed land use for 20 residential lots, 22 cottage lots and 3 common areas. This property is located in Zone "B" on FEMA's Flood Insurance Rate Map, Community Panel No. 480334 0400 C Map Revised: November 16, 1982. Zone "B" is defined as areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot, or where the contributing drainage area is less than one (1) square mile; or areas protected by levees from the base flood (medium shading).


The soils in this area are Reynosa silty clay loam (Soils 55 and 56), these soils belong to hydrologic groups "B" respectively and range from moderate to high infiltration rates respectively when thoroughly wet. For full descriptions see attached exhibits taken from "USDA, NRCS Web Soil Survey" Soils maps and information for Hidalgo County, Texas. Web site <http://www.nrcs.usda.gov>.

Existing runoff is in a northeasterly direction, with a runoff of 5.64 c.f.s. during the 10-year storm frequency as per the attached calculations. Proposed runoff after development is 21.36 c.f.s., during the 50-year storm frequency, per the attached calculation, which is an increase of 15.72 c.f.s.

Surface runoff from the lots and the proposed streets will be caught by the existing and proposed curb inlets and conveyed via said storm lines into an existing detention pond located in the East side of the adjacent property. This development is included in Drainage Basin 45 of the Bentsen Palms Master Drainage Study (see attached Drainage Area Map). Said existing drain ditch as included in Drainage Basin 45 discharges thru a detention pond under the Mission Main Canal and has an ultimate outfall into the Mission Pilot Channel of the H.C.D.D. No. 1 System.

In accordance with the City of Mission's drainage policy, the difference between pre and post development storm runoff shall not increase during the 10-year rainfall event. Therefore, as per attached calculations, and in accordance with the Approved Master Drainage Plan for the development, the required detention of 50,970 cubic feet (1.170 ac-ft) shall be provided within said drainage ditch which has been widened along entire width (1800 LF.) of Basin 45 to accommodate 169,200 cubic feet of detention.

<input type="checkbox"/> REJECTED	
<input checked="" type="checkbox"/> APPROVED FOR SUBMITTAL	
<input type="checkbox"/> TO H.C. PLANNING DEPT.	
<input type="checkbox"/> TO CITY	
<input type="checkbox"/> DISCHARGE PERMIT REQUIRED	
<input type="checkbox"/> DISTRICT FACILITY	
<input type="checkbox"/> CITY FACILITY	
<input type="checkbox"/> OTHER	
 H.C.D.D. NO. 1	8-9-24 DATE

By:  Date: 7/30/24
Mario A. Reyna, P.E.
President Date: 07-29-24





CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Susana De Luna, Interim Planning Director
AGENDA ITEM: Authorization to Award Bid for Weedy Lot Abatement – De Luna

NATURE OF REQUEST:

The City of Mission has accepted and opened five (5) bid responses for Weedy Lot Abatement. Staff recommends to award multiple bids on a rotating method to the following 4 vendors: 1) G&V Precision Lawncare, 2) Alvarado's Maintenance Services, 3) Heaven Landscape, and 4) Condes Landscaping since they were the (4) lowest responsible bidders meeting all specifications. Services will include all supervision, labor materials, supplies, tools and equipment necessary for the cleaning and clearing, loading and disposal of all trash, debris, rubbish, organic debris, municipal solid waste, special waste and tires. The contract will mow all grasses, weeds, and underbrush. The contract term would be for one-year base term with two one-year renewal options.

BUGETED: Yes **FUND:** General **ACCT. #:** 01-414-94810
BUDGET: \$90,000 **EST. COST:** \$ _____ **CURRENT BUDGET BALANCE:** \$90,000
BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Award multiple bids.

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

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

_____ AYES
_____ NAYS
_____ DISSENTING _____

Special Meeting – July 3, 2024

12. Acknowledge Receipt of Minutes – Perez

Mission Economic Development Corporation – May 29, 2024

Citizen's Advisory Committee – May 28, 2024

13. Approval of Resolution # 1911 Regarding Waterline Access Agreement with Sharyland Water Supply within City of Mission's ETJ for Town & Country McAllen, LLC – Turtle Cove Subdivision – De Luna

The proposed Town & Country McAllen, LLC – Turtle Cove Subdivision is a 7.417 Acre Tract of land out of Lot 33-1 West Addition to Sharyland Subdivision located approximately 900' from the intersection of Inspiration Road and W. Mile 3 Road within the service area of the Sharyland Water Supply Corporation and within the City of Mission's ETJ.

Sharyland Water Supply Corporation has adequate-sized water lines to support fire hydrants in the area and requires an agreement be entered between the Corporation, the property owner and the City of Mission before such installation is allowed.

RESOLUTION NO. 1911

A RESOLUTION OF THE CITY OF MISSION, TEXAS TO APPROVE A WATERLINE ACCESS AGREEMENT BETWEEN THE SHARYLAND WATER SUPPLY CORPORATION, AND TOWN AND COUNTRY MCALLEN, LLC TURTLE COVE SUBDIVISION

14. Authorization to solicit bids for Weedy Lot Abatement – De Luna

Authorize staff to contract with third parties through the bidding process for the purpose of (1) abating nuisances pursuant to Article II of the Code of Ordinances captioned Weedy Lots, Unsanitary, Unsightly Conditions on Private Property, and/ or (2) cutting and removing all weeds, trash and brush from all City properties, easements and right of way and any other properties over which the City has dominion and control, and otherwise maintaining same in a neat and clean condition.

15. Approval of Interlocal Agreement between Sharyland Independent School District and City of Mission, Texas on behalf of Shary Municipal Golf Course to provide golf course and driving range usage to their respective golf teams - M. Fernuik

A general working agreement between the City and District to coordinate accessibility and compensation for the District's use of the Shary Municipal Golf Course by District golf teams, in an effort to maximize resources and provide increased services to the public during the 2024/2025 District school year. Also, to provide an area designated under the Shary Municipal Golf Course Clubhouse for the storage of Golf Clubs and Bags which can be secured. Sharyland ISD agreed to compensate Shary Municipal Golf Course the sum of \$19,000 for this usage once the Interlocal Agreement is signed.

Councilwoman Ortega moved to approve all consent agenda items 11 thru 15 as presented. Motion was seconded by Councilman Vela and approved unanimously 5-0.

APPROVALS AND AUTHORIZATIONS



BID NAME/NUMBER: 24-668-09-16 / Weedy Lot Abatement

OPEN DATE: September 16, 2024 2:00 PM CST

Vendor Name:	Gabriel Carrales, dba G&V Precision Lawn care, LLC.	OCL Enterprises, LLC	Heaven Landscape	Condes Landscaping	Alvarado's Maintenance Services
Street address:	1513 Lookout Dr.	3780 N. Abram Rd.	1710 W. 27th Street	3103 E. Jefferson Ave.	1618 W. Bella Vista Ave.
City, State:	Penitas, TX 78539	Mission, TX 78574	Mission, TX 78574	Alton, TX 78573	Alton, TX 78573
Phone:	(956) 739-8075	(956) 501-6170	(956) 599-3799	(956) 400-2094	(956) 522-5152
Fax:					(956) 424-6621
Contact:	Gabriel Carrales	Osciel Garcia	Angeles I. Flores	Raul Conde	Rolando Alvarado Jr.
Email:	gabrielgarral11@yahoo.com	osciel@oclelectric.com	ahgowsflores1023@gmail.com	condes.landscaping1@gmail.com	alvaradoservices@outlook.com

Item No.	DESCRIPTION:	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
1	0 to 6,000 Sq. Ft. Lot					
	Mowing Only With Structure - (No Litter)	\$60.00	\$143.88	\$80.00	\$85.00	\$75.00
	Mowing Only Without Structure - (No Litter)	\$64.00	\$159.86	\$80.00	\$70.00	\$85.00
	Mowing Only With Structure	\$60.00	\$167.85	\$80.00	\$120.00	\$75.00
	Mowing Only Without Structure	\$64.00	\$183.84	\$80.00	\$105.00	\$65.00
	Debris Removal Above 3 Cubic Yards - With Structure	\$85.00	\$135.88	\$110.00	\$130.00	\$95.00
	Debris Removal Above 3 Cubic Yards - Without Structure	\$85.00	\$135.88	\$110.00	\$130.00	\$95.00
	Total for 0 to 6,000 Sq. Ft. Lot:	\$418.00	\$927.19	\$540.00	\$640.00	\$490.00
2	6,001 to 10,000 Sq. Ft. Lot					
	Mowing Only With Structure - (No Litter)	\$70.00	\$175.86	\$90.00	\$125.00	\$85.00
	Mowing Only Without Structure - (No Litter)	\$74.00	\$191.84	\$85.00	\$95.00	\$75.00
	Mowing Only With Structure	\$70.00	\$199.82	\$85.00	\$160.00	\$85.00
	Mowing Only Without Structure	\$74.00	\$215.82	\$85.00	\$130.00	\$75.00
	Debris Removal Above 3 Cubic Yards - With Structure	\$85.00	\$135.88	\$110.00	\$120.00	\$95.00
	Debris Removal Above 3 Cubic Yards - Without Structure	\$85.00	\$135.88	\$110.00	\$120.00	\$95.00
	Total for 6,001 to 10,000 Sq. Ft. Lot:	\$458.00	\$1,055.10	\$665.00	\$750.00	\$510.00
3	10,001 to 25,000 Sq. Ft. Lot					
	Mowing Only With Structure - (No Litter)	\$80.00	\$207.83	\$110.00	\$170.00	\$100.00
	Mowing Only Without Structure - (No Litter)	\$84.00	\$223.81	\$95.00	\$140.00	\$95.00
	Mowing Only With Structure	\$80.00	\$231.80	\$100.00	\$205.00	\$100.00
	Mowing Only Without Structure	\$84.00	\$247.99	\$100.00	\$175.00	\$95.00
	Debris Removal Above 3 Cubic Yards - With Structure	\$85.00	\$135.88	\$100.00	\$120.00	\$95.00
	Debris Removal Above 3 Cubic Yards - Without Structure	\$85.00	\$135.88	\$100.00	\$120.00	\$95.00
	Total for 10,001 to 25,000 Sq. Ft. Lot:	\$498.00	\$1,183.19	\$605.00	\$930.00	\$580.00
4	25,001 to 43,559 Sq. Ft. Lot					
	Mowing Only With Structure - (No Litter)	\$90.00	\$239.80	\$135.00	\$205.00	\$120.00
	Mowing Only Without Structure - (No Litter)	\$95.00	\$255.78	\$130.00	\$165.00	\$110.00
	Mowing Only With Structure	\$90.00	\$263.77	\$130.00	\$240.00	\$120.00
	Mowing Only Without Structure	\$95.00	\$279.63	\$130.00	\$200.00	\$110.00
	Debris Removal Above 3 Cubic Yards - With Structure	\$85.00	\$135.88	\$110.00	\$120.00	\$95.00
	Debris Removal Above 3 Cubic Yards - Without Structure	\$85.00	\$135.88	\$110.00	\$120.00	\$95.00
	Total for 25,001 to 43,559 Sq. Ft. Lot:	\$540.00	\$1,310.74	\$745.00	\$1,050.00	\$650.00
5	Per Acre					
	Mowing Only With Structure - (No Litter)	\$100.00	\$271.77	\$100.00	\$245.00	\$95.00
	Mowing Only Without Structure - (No Litter)	\$105.00	\$287.75	\$95.00	\$195.00	\$80.00
	Mowing Only With Structure	\$100.00	\$295.74	\$100.00	\$280.00	\$95.00
	Mowing Only Without Structure	\$105.00	\$311.74	\$95.00	\$230.00	\$80.00
	Debris Removal Above 3 Cubic Yards - With Structure	\$85.00	\$135.88	\$110.00	\$120.00	\$95.00
	Debris Removal Above 3 Cubic Yards - Without Structure	\$85.00	\$135.88	\$110.00	\$120.00	\$95.00
	Total for Per Acre:	\$580.00	\$1,438.76	\$610.00	\$1,190.00	\$540.00
	ADDENDUMS	None	None	None	None	None
	1st. Year renewal	3.0%	5.0%	2.0%	3.0%	2.0%
	2nd. Year renewal	3.0%	5.0%	2.0%	3.0%	2.0%

Apparent lowest bidder: G&V Precision Lawn care, 2- Alvarado's Maintenance Services, 3- Heaven Landscape, 4-Conde's Landscaping

Please Note:

RIP NAME/NUMBER: 24-668-09-16 / Weedy Lot Abatement

OPEN DATE: September 16, 2024 2:00 PM CST



Vendor Name:	Gabriel Carrales, dba G&V Precision Lawncare, LLC.	OCL Enterprises, LLC	Heaven Landscape	Condes Landscaping	Alvarado's Maintenance Services
Street address:	1513 Lookout Dr.	3780 N. Abram Rd.	1710 W. 27th Street	3103 E. Jefferson Ave.	1618 W. Bella Vista Ave.
City, State:	Penitas, TX 78539	Mission, TX 78574	Mission, TX 78574	Alton, TX 78573	Alton, TX 78573
Phone:	(956) 739-8075	(956) 501-6170	(956) 599-3799	(956) 400-2094	(956) 522-5152
Fax:					(956) 424-6621
Contact:	Gabriel Carrales	Osciel Garcia	Angeles I. Flores	Raul Conde	Rolando Alvarado Jr.
Email:	Deleonnabriell1@yahoo.com	osciel@oclelectric.com	angelesflores1023@gmail.com	condes.landscaping1@gmail.com	alvaradoservices@outlook.com

DESCRIPTION of FORMS:					
Solicitation Signed	Yes	Yes	Yes	Yes	Yes
Terms & Conditions Included	Yes	Yes	Yes	Yes	Yes
Non-Collusive	Yes	Yes	Yes	Yes	Yes
Pricing Schedule	Yes	Yes	Yes	Yes	Yes
Addenda(s)					
Subcontractor(s)/Subconsultant(s)	Yes	Yes	Yes	Yes	Yes
Gen. Business Questionare	Yes	Yes	Yes	Yes	Yes
References	Yes	Yes	Yes	Yes	Yes
CIQ					



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Adrian Garcia, Fire Chief
AGENDA ITEM: Authorization to enter into an Affiliation Agreement Between Alton Fire Department EMT Program and the Mission Fire Department – A.L. Garcia

NATURE OF REQUEST:

Approval to enter into an affiliation agreement between Alton Fire Department EMT Program and the Mission Fire Department. This partnership aims to enhance the educational and training opportunities for Alton EMT students and provide mutual benefits to both institutions.

Alton Fire Department is committed to providing hands-on, practical education to prepare students for technical careers. The Mission Fire Department is dedicated to ensuring the safety and well-being of the community through emergency services and public safety education. An affiliation agreement between these two entities will facilitate student internships, practical training, and collaborative initiatives that enhance educational outcomes and community service.

BUGETED: _____ **FUND:** _____ **ACCT. #:** _____

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

BID AMOUNT: _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____

AFFILIATION AND PROGRAM AGREEMENT

This AGREEMENT is made the ____ day of _____ by and between the Alton Fire Department EMT Program and the City of Mission Fire Department EMS.

WHEREAS, the Alton Fire Department EMT Program, a public service organization (hereinafter referred to as "City") and the City of Mission Fire Department EMS (hereinafter referred to as Mission Fire/EMS) recognize that trained personnel in the fields of emergency medical services are necessary to the staffing and operation of health care institutions and facilities in the lower Rio Grande Valley.

THEREFORE, it is of great benefit and service to the people of this area that the City through its administrators and staff, and Mission Fire/EMS through the administrators and staff, do associate together in a cooperative endeavor for the purpose of training students in the fields of emergency medical services.

In mutual consideration of the foregoing and following, Mission Fire/EMS and the City agree as follows

I. Terms

1. This agreement shall become effective immediately upon execution by the parties as of the date above written and will continue in full force and effect until terminated as hereinafter provided.
2. This agreement may be modified at any time by mutual consent of the parties. It may be terminated by either party upon written notice to the other party as provided in Section III of this agreement. Non-consensual termination shall become effective thirty days after the proper notice. Termination shall not become effective until the students involved in the cooperative program shall have an opportunity to complete the full experience so long as the cause for termination does not fall within the boundaries of Section V.2. and V.22., despite the fact this period required for program completion may exceed the time period established in this section.

II. General Understanding

The parties hereto recognized that, in the performance of this agreement, the greatest benefits will be derived by promoting the interests of both parties, and each party does, therefore, enter into this agreement with the intention of loyally cooperating with each other in carrying out the terms of this agreement, and each party agrees to interpret its provisions, insofar as it may legally do so, in such manner as will best promote the interest of both and tender the highest service to the public.

III. Notices

All notices to parties herein must be in writing, signed by the party giving it, and shall be served personally or by certified mail addressed as follows:

Mission Fire/EMS
415 West Tom Landry St.
Mission, Texas 78572
ATTN: Adrian Garcia, Fire Chief

Alton Fire EMT Program
201 W. Dawes Avenue
Alton, Texas 78573
ATTN: Gus Ramirez, Fire Chief

Or such address as may be hereinafter designated by notice. All notices become effective only when received by the addresses and upon verification.

IV. Joint Program Responsibilities

1. Both parties to the agreement will cooperate in providing the student a proper learning opportunity in maintaining good patient care.
2. It is mutually agreed that those students permitted to utilize the City under this agreement shall be mutually agreed upon by both parties, with due consideration given to the number of students and to the clinical material available.
3. Visits by Mission Fire/EMS staff to the City and Visits by the City to Mission Fire/EMS are accepted and welcomed for the purpose of planning, observation of students, conferences, and accreditation visits by outside groups with prior notification.
4. Both parties to the agreement will organize and participate in an EMS Education advisory council comprised of community leaders and citizens which will provide vision and goals for EMS Education.
5. The determination of the number of assigned students, the schedules, and the availability of the City shall be made by mutual agreement between the liaisons designated by both parties.

6. Both parties are obligated to inform one another in a timely manner of any changes in the curriculum, personnel, and learning opportunities pertinent to the clinical education of students.
7. No financial obligation exists between either party to this Agreement. If an employee-employer relationship exists between City and student, all matters including rights and responsibilities related to such employment are the sole concern of City and student.
8. Both parties will cooperate in providing the student with environments and opportunities conducive to proper learning.
9. In accordance with the Program Affiliation Agreement, the City's representative is:

Gus Ramirez, Fire Chief
EMS Coordinator
Alton Fire EMT Program
201 W. Dawes Avenue
Alton, Texas 78573
956-432-0740

Mission Fire/EMS representative is:

Adrian Garcia, Fire Chief
EMS Director
Mission Fire/EMS
415 West Landry St.
Mission, Texas 78572
956-580-8705

10. The students will be responsible for their own transportation, meals, and health care needs in the performance of this Agreement.
11. Representatives from the City, Mission Fire/EMS and an advisory council shall meet at least once each year to review the process of the program and make policy for the next year.

V. Obligations, Rights and Responsibilities of Alton Fire EMT Program

1. City will provide qualified instructors as expressed in the curriculum and who have appropriate licensure for the courses that they teach.
2. Instructors and students of the Program will comply with the existing policies of the City when carrying out the "City Centered" portion of the program.
3. City will require the students to be properly attired when reporting for clinical experience.
4. Students will have current immunizations.
5. City will instruct its students and faculty to respect the confidential nature of all information in accordance with HIPPA guidelines, which may come to their knowledge in their experience with members of the health care team, patients, and City records.
6. City instructors and its students recognize that they are not subject to coverage by the City's Worker's Compensation Program.
7. Instructors and students must wear photographic identification badge at all times while on City premises.
8. City faculty will cooperate with and participate in City in-service programs as appropriate.
9. City faculty will be responsible for administrative functions related to the student experience, such as records of rotation, attendance and proficiency.
10. City faculty will evaluate and counsel students with regards to performance.
11. The students will be subject to rules and regulations pertaining to regular employees of the City.
12. City will maintain on file for quick reference the following:
 - a. Students contact information.
 - b. Criminal history clearance affidavit.
 - c. HIPPA in-service record
 - d. Release of liability statement.
 - e. Clinical Skills competency verifications.

13. Control of the program ultimately rests with City. City is responsible for preparing students for the clinical education phase of their educational assumes full responsibility for the planning and execution of the education program. City will assign only those students who have satisfactorily completed the portions of the curriculum that are prerequisites to Program completion, which include infectious control issues, CPR, and HIPPA.
14. The faculty and students will assume responsibility for breaking or damaging equipment due to the negligence on the part of the faculty or students.
15. City will provide relevant background information on students as requested by the city to the extent permitted by law.
16. City will be responsible for the final grading of the students.
17. City will cause to be made available from third parties, liability insurance for students enrolled in the program. At the student's expense, students will be required to carry professional liability in the amount of \$1,000,000 per student/\$3,000,000 aggregated per student, City will maintain current proof of such insurance on file.

VI. Obligations, Rights, and Responsibilities of Mission Fire/EMS

1. Mission Fire/EMS agrees to provide City the necessary space for facilities for conferences, classrooms, and practical training areas including access to all training equipment for students, as needed for the performance of the Agreement.
2. Mission Fire/EMS will assume the cost of equipment that broken or damaged in its normal use.
3. Mission Fire/EMS will orient the City faculty and students to facilities and policies.
4. Mission Fire/EMS will inform its professional staff of its participation in the training programs of City.
5. Mission Fire/EMS reserves the right, in its absolute discretion, to refuse its facilities and services to any student who does not meet the professional or other requirements of Mission Fire/EMS or any appropriate authority controlling and directing Mission Fire/EMS.

6. Mission Fire/EMS may assign this agreement upon sale of Mission Fire/EMS facilities to be effective upon notice by Mission Fire/EMS to City of such assignment.

VII. General Provisions

1. Under no circumstances will a City student or personnel be considered agents or employees of the City, but rather will be considered to be on the City premises for the purpose of teaching or acquiring health care skills.
2. It is understood that in as much as possible, the students are free of communicable diseases.

VIII. Indemnification

Mission Fire/EMS agrees to indemnify and hold harmless City from any and all claims, demands, damages liabilities, and cost incurred by City, to the extent permitted by law, which directly or indirectly result from or arise in connection with any act or omission of Mission Fire/EMS its agents or employees, in performing City obligations hereunder. City agrees to indemnify and hold harmless Mission Fire/EMS from any and all claims, demands, damages liabilities, and cost incurred by Mission Fire/EMS which directly or indirectly result from or arise in connection with any act or omission of City, its agents or employees, in performing City's obligation hereunder.

IX. Limitation on Civil Liability

A person who authorizes, sponsors, supports, finances or supervises the functions of Mission Fire/EMS personnel is not liable for civil damages, for an act or omission connected with training Mission Fire/EMS personnel, or with services for treatment given to a patient or potential patient by Mission Fire/EMS personnel if training, services, or treatment is performed in accordance with the standard of ordinary care.

X. Further Agreements

This basic agreement with addenda paragraphs constitutes the entire agreement of the parties hereto. At such-time Mission Fire/EMS and City desire to enter into additional training programs, this basic agreement may be outlined in addenda paragraphs.

XI. Title of the Civil Rights Act

In keeping with Title VII of the Civil Right Act of 1964, no person shall, on the grounds or race, sex, color, or national origin, be excluded from participation in, be denied the benefits, or be subject to discrimination under any program or activity.

XII. Attorney Fees and Costs

If, as a result of a breach of this Agreement by either party, the other party employs an attorney or attorneys to enforce its right under this Agreement, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce this agreement.

XIII. Texas Law to Apply

This agreement shall be construed under and accordance with the laws of the State of Texas and all obligations of the parties created by this Agreement are performable in the County where City is located. Venue for any litigation arising from this Agreement shall be in Hidalgo County.

EXECUTED in duplicate originals by:

Mission Fire/EMS

ATTEST:

By: _____

By: _____

Title: _____

Date: _____

Date: _____

City - Alton Fire EMT Program

ATTEST:

By: [Signature]

By: _____

Title: Fire Chief

Date: 8/19/2024

Date: _____



**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: October 14, 2024
PRESENTED BY: Adrian L. Garcia, Fire Chief
AGENDA ITEM: Authorization to procure paramedic program training for 12 participants in the amount of \$77,220.00 with a total out of pocket cost of \$19,305.00 as part of the Hidalgo County Emergency Services Paramedic Program via Interlocal Agreement – A.L. Garcia

NATURE OF REQUEST:

On May 13, 2024 the City of Mission entered into Interlocal Agreement between the County of Hidalgo, Texas, and the City of Mission for the establishment of an Emergency Services Paramedic Program using Hidalgo County American Rescue Plan Act (ARPA) Recovery Funds. The funding allocated was for 26 participants, 14 of which were approved on May 28, 2024. The Interlocal Agreement will allow the City of Mission to acquire a 50% reduction in training costs and the City of Mission would be reimbursed for all other participating organization costs via Hidalgo County and reimbursements from participating organizations.

The Mission Fire Department is seeking authorization to procure paramedic program training for the remaining 12 participants as part of the Hidalgo County Emergency Services Paramedic Program. The total cost for training all 12 participants is \$77,220.00. The City of Mission will initially pay for all 12 students but will receive a reimbursement of \$19,305.00 for the participants sponsored by the other two jurisdictions. Additionally, the City of Mission will receive a 50% discount on tuition for 6 of the students it sponsors for a total of \$38,610.

BUGETED: Yes **FUND:** General **ACCT. #:** 01-431-54500
BUDGET: \$80,000 **EST. COST:** \$77,220 **CURRENT BUDGET BALANCE:** \$80,000

STAFF RECOMMENDATION:

Approval

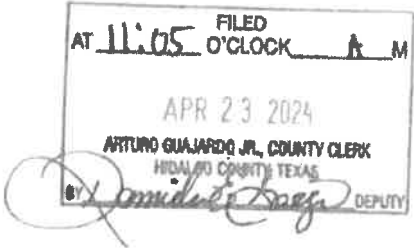
Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *MRP*

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

_____ AYES
_____ NAYS
_____ DISSENTING _____



STATE OF TEXAS §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF HIDALGO, TEXAS, AND
THE CITY OF MISSION
FOR AMERICAN RESCUE PLAN ACT RECOVERY FUNDS**

THIS Agreement is made on and entered into effective as of the 16th day of April, 2024, by and between the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as ("County"), and the CITY OF MISSION, hereinafter referred to as ("City"), collectively referred to as "Parties" and pursuant to the provisions of the Texas Interlocal Cooperation Act ("Act"), Chapter 791, et seq., Texas Government Code, as follows:

WITNESSETH:

WHEREAS, the City is "local government as defined by the Act, and a political subdivision of the State of Texas, within the boundary of Hidalgo County; and

WHEREAS, the County is defined as a local government" under the Interlocal Cooperation Act, a political subdivision organized under the laws of the State of Texas; and

WHEREAS, pursuant to Texas Government Code Section 418.108, Hidalgo County Judge Richard Cortez issued a Declaration of Local Disaster for Public Health Emergency on March 17, 2020, due to the imminent threat arising from the Coronavirus (COVID-19); and

WHEREAS, on March 22, 2020, the Commissioners Court of Hidalgo County issued an Order of Continuance of Declaration of Local Disaster for Public Health Emergency; and

WHEREAS, on or about March 11, 2021, the Federal Government passed the American Rescue Plan Act ("ARPA"), including the Coronavirus State and Local Fiscal Recovery Fund (the "SLFRF") which provides for direct payments to qualifying units of local governments to respond to the COVID-19 public health emergency and its economic impacts through eligible uses; and

WHEREAS, the County received a direct distribution of the SLFRF to be used for eligible expenditures that were directly related to and/or incurred as a result of the COVID-19 public health emergency; and

WHEREAS, pursuant to guidance provided by the United States Department of Treasury: (Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments) (the "Guidance") version 5.4 issued December 14, 2023, The Interim Final Rule dated May 17, 2021, The Final Rule dated January 6, 2022 and The Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, (which are attached hereto and incorporated by reference herein as Exhibit "A"), the SLFRF allows a recipient to transfer funds to another unit of government, provided that the funds transferred are used for an eligible use as outlined in section 603 (c)(1) of the Social Security Act, and the Guidance; and

WHEREAS, the County and City now desire to establish a partnership to create the Hidalgo County Emergency Services Program which encompasses an emergency responder training program that will specifically address a critical shortage of EMTs/paramedics in the County of Hidalgo. City will host and coordinate the efforts to facilitate the training program, and County will contribute funds to assist with the cost of the training. To further these efforts, the County will designate a portion of the funds received from the SLFRF to be transferred to City for the establishment of an emergency services paramedic training program in Hidalgo County that will provide for the training of EMTs and Paramedics and will be made available to other municipalities within the County;

WHEREAS, the goal of this program is to assist in providing additional trained emergency medical responders, which are in dire need due to a shortage, and will ensure underserved residents who have been impacted by the COVID-19 public health emergency continue to receive critical lifesaving services, to respond to the public health emergency in compliance with the terms and criteria of the SLFRF and as more fully described below; and

WHEREAS, amounts paid from the SLFRF are subject to restrictions outlined in the Guidance and as set forth in section 603(c) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act; and

WHEREAS, the SLFRF further requires that all recipients and sub-recipient(s) comply with certain terms and conditions more particularly described below and in the Guidance attached as Exhibit "A" as well as any future guidance provided by the U.S. Department of Treasury; and

WHEREAS, County and City desire to enter into this agreement for a public purpose and for the benefit of those residents of the County and City and to further detail each party's duties and responsibilities; and

NOW THEREFORE, County and City in consideration of the mutual covenants expressed hereinafter, agree as follows:

**SECTION I
RULES AND REGULATIONS**

1.1 City agrees to abide by the Guidance provided under the ARPA, Coronavirus State and Local Fiscal Recovery Fund, and as more particularly described in section 603(c) of the Social Security Act and any further guidance issued by the United States Department of Treasury. See Exhibit "A"

**SECTION II
DEBARMENT/SUSPENSION CERTIFICATION**

2.1 City certifies that City is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System found at <http://sam.gov>.

**SECTION III
TERMS AND CONDITIONS AND PROPOSED PLAN**

3.1 City represents that it has read and understood the terms and conditions of the SLFRF attached hereto as Exhibit "A" and as a condition of being a sub-recipient of SLFRF, City agrees to comply with all terms and conditions required of entities accepting funds through a sub-recipient agreement and City further warrants and represents to the County that the funds it will expend meet the criteria allowed under the SLFRF as outlined below:

The ARPA provides that payments from the SLFRF may only be used to fund eligible uses, and specifically in this instance funds are being transferred —

To establish the City of Mission Paramedic Initiative to address the ongoing need for paramedics throughout the County of Hidalgo; the funds will be used to assist the City in the establishment of the Hidalgo County Emergency Services program which encompasses a paramedic training program that will provide for the training of EMTs and Paramedics and will be made available to municipalities throughout the County. City will host and coordinate the efforts to facilitate the training program, and County will contribute funds to assist with the cost of the training. Due to the critical need for paramedics and EMTs throughout the COVID-19 pandemic, the County has and continues to experience a shortage of emergency medical service responders. The creation of this program will assist in providing much needed trained staff to local municipalities and it will ensure underserved residents continue to receive critical lifesaving services to continue the County's efforts to respond to the public health emergency.

As related to the eligible use identified above, costs should be incurred and/or obligated on or after March 3, 2021, and should be expended upon completion of the City of Mission Paramedic Initiative, and/or by June 30, 2024, whichever occurs first.

For purposes of the ARPA Funds, *incurred* means the unit of local government (sub-recipient) has expended the funds to cover the costs of an eligible expense. Examples of eligible expenses and prohibited costs may be found in the Guidance, version 5.3 dated December 14, 2023, in the Interim Final Rule dated May 17, 2021, and in The Final Rule dated January 6, 2022, provided in the attached Exhibit "A", and in the additional SLFRF FAQ's and guidance provided by the U.S. Department of Treasury (dated May 27, 2021, June 8, 2021, June 17, 2021, June 23, 2021, June 24, 2021, July 14, 2021, July 19, 2021, November 15, 2021, January 2022, April 27, 2022, July 27, 2022, April 10, 2023, February 1, 2024, March 5, 2024, March 29, 2024, and any subsequent amendments thereafter) which are attached hereto and incorporated by reference herein as Exhibit "B" (to include any future updated guidance from the U.S. Treasury).

3.2 County has designated funds in the amount of **\$83,460.00** to be allocated to the City for eligible expenses for the City of Mission Paramedic Initiative to address the ongoing pandemic by establishing the Hidalgo County Emergency Services Program which encompasses a paramedic training program in Hidalgo County that will provide for the training of EMTs and Paramedics, in an effort to respond to the public health emergency. City shall submit requests to COUNTY on the

prescribed Cost Reimbursement/Payment Request Form attached as Exhibit "C", and related documentation for expenses, pursuant to the paragraph (3.3) of this Agreement. COUNTY will disburse funds within thirty (30) days upon receipt of a proper Cost Reimbursement/Payment Request form and internal review and audit procedures. Requests shall be submitted to COVID-19@auditor.co.hidalgo.tx.us. City understands that funds will be disbursed on a reimbursement basis. Additionally, City understands and agrees that any unused or unexpended funds are subject to recapture by COUNTY.

3.3 In consideration of the City's representation that it will comply with the terms of the SLFRF and further agrees to comply with the terms of this sub-recipient Agreement, City shall deliver a copy of all related supporting expense documentation, along with the Cost Reimbursement/Payment Request form (attached hereto and incorporated by reference as Exhibit "C"), and the final report of COVID-19 related expenditures to COUNTY no later than December 31, 2024, and shall keep the supporting documentation for a minimum of five (5) years. City shall give The United States Treasury Department, the Special Inspector General of the U.S. Department of Treasury, the Comptroller General of the United States, County, County Auditor, and any of their duly authorized representative, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property belonging to or in use by City pertaining to this Agreement as it pertains to the use of federal funds.

3.4 City agrees to notify County in writing and obtain from County written approval, prior to any proposed changes, delays or departures from their proposed City of Mission Paramedic Initiative plan, and/or the requirements of this Agreement. Budget adjustments will be considered and may be submitted to the, Hidalgo County Budget Officer, with final approval of the Hidalgo County Commissioners Court.

3.5 County will not be liable for costs incurred by City before commencement of this Agreement or after termination of this Agreement and will not be responsible for reimbursements pertaining to costs incurred that are not in compliance with this Agreement. City further represents and understands that amounts transferred to City will be released contingent upon submission of an eligible City of Mission Paramedic Initiative plan with expenses incurred on or after March 3, 2021, which meet the criteria and Guidance provided by the U.S. Treasury and County. See Exhibits "A" and "B".

3.6 Upon request, City agrees to provide County with copies of all current and applicable payment and overtime policies, workers compensation policies, retirement rates, unemployment rates, and any other reimbursable benefit and rates of payment as necessary for performance under this Agreement.

SECTION IV RECORDS AND REPORTS

4.1 City agrees to establish and maintain all necessary records and reports that may be required as outlined by the SLFRF from County. City understands that it is solely City's responsibility to

keep all records and reports pertaining to SLFRF activity within their district in a manner acceptable to the U.S. Department of Treasury.

4.2 Per the ARPA Guidance, all government recipients are required to keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 603(c) of the Social Security Act.

4.3 Pursuant to ARPA, City, as a sub-recipient recipient of federal funds, must retain records (electronic and otherwise), and any supporting documentation for a minimum of five (5) years after all funds have been expended or returned to Treasury, whichever is later, as outlined in paragraph 4.c. of the Award Terms and Conditions.

4.4 County may direct City to retain documents for a longer period of time or to transfer certain records to County or federal custody when it is determined that the records possess a long term retention value.

4.5 Failure to maintain records and reports as required will result in forfeiture the funds transferred to City from County. In the event the U.S. Department of Treasury disallows expenditures for premium pay submitted by City due to City's failure to retain and provide necessary records, City understands that any monies reimbursed by County shall then be repaid to County by City in accordance with §8.1.

**SECTION V
MONITORING VISITS**

5.1 City shall give The United States Treasury Department, the Special Inspector General of the U.S. Department of Treasury, the Comptroller General of the United States, County, County Auditor, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property, electronic or otherwise, belonging to or in use by City pertaining to this Agreement as it pertains to the use of federal funds for this program.

5.2 City shall give the Hidalgo County Budget Office, County, County Auditor, and any of their duly authorized representatives, unobstructed access to monitor the activities of the sub-recipient pertaining to this Agreement, ensure that the subaward is in compliance with applicable Federal statutes, regulations, and terms of the subaward, and verify that sub-recipients are audited as required by Subpart F of the Uniform Guidance, as it pertains to this Agreement and to the use of federal funds for this program.

**SECTION VI
AUDIT REQUIREMENTS**

6.1 City agrees to comply with the applicable requirements and standards as set forth in 2 CFR 200 Subpart F §§200.500 – 200.521 which are incorporated by reference herein.

SECTION VII SUSPENSION AND TERMINATION

7.1 City understands that this Agreement may be suspended or terminated if City materially fails to comply with the provisions of the Agreement or the prescribed terms and conditions as provided in the attached Exhibits "A", "B", and "C".

7.2 If City fails to fulfill in a timely and proper manner its obligations under this Agreement, or City violates any of the agreements or stipulations of this Agreement, then the County shall provide City written notification of such non-performance. City will be given ten (10) business days to cure any non-performance. Failure to cure such non-performance will constitute a breach of this Agreement and may be the basis for immediate termination of the Agreement. **Should a breach by the City of this Agreement relate to a violation of federal law or regulation that results in The United States Department of Treasury, General Accounting Office or other applicable overseeing Federal agency demanding reimbursement from the County or the City or its successor, the County will terminate Agreement and seek reimbursement of all funds from City.** City shall not be relieved of the liability to the County for damages sustained by the County by virtue of any breach of this Agreement by City. County may take any and all appropriate action including injunctive relief against City to prevent the continued failure of City to comply with the SLFRF requirements and/or failure to reimburse the County for funds disallowed by the U.S. Department of Treasury. The failure of the County to exercise any right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

7.3 In addition to the termination provisions stated above, either party may terminate this Agreement with or without cause upon thirty (30) days written notice to each other. Termination of the Agreement does not exempt City's obligation to reimburse County for any incurred expenses disallowed by the U.S. Department of Treasury or any other overseeing federal agency.

SECTION VIII LIABILITY FOR DISALLOWED COSTS

8.1 City understands and agrees that as a sub-recipient under this Agreement it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of City. City further understands and agrees that reimbursement to County of such disallowed costs shall be paid by City from funds that were not provided or otherwise made available to City pursuant to this Agreement or any other federal award.

SECTION IX INDEMNITY CLAUSE

9.1 THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF THE PERFORMANCE OF THIS AGREEMENT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, OR OTHER

DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES.

SECTION X CONFLICT OF INTEREST

10.1 City covenants that none of its elected officials, officers, employees, consultants, or agents who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities covered by the SLFRF. City agrees that all elected officials, officers, employees, consultants or agents shall comply fully with the requirements of Texas Local Government Code Chapter 171.

10.2 City agrees that no person who is an elected official, officer, employee, consultant, or agent of City's organization or the County's organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities for which City is now seeking funds from the SLFRF.

10.3 City is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

SECTION XI MISCELLANEOUS PROVISIONS

11.1 **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflicts exists.

11.2 **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

11.3 **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and City, and not otherwise.

11.4 **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable

in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

11.5 Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile to the parties at the addresses set forth below, as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, TX 78539
(956)318-2600

With copy to: Mr. Dagoberto Soto Jr.
Hidalgo County Budget Office
505 S. McColl Rd., Suite G
Edinburg, Texas 78539
(956)292-7025
-And-

Ms. Letty Chavez
Hidalgo County Auditor
2808 S. Bus. Hwy 281
Edinburg, Texas 78539
(956)318-2511

If to City: Norie Garza
Mayor
City of Mission
1201 E. 8th Street
Mission, TX 78572
(956) 580-8662

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11.6 Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

11.7 **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

11.8 **Assignment.** This Agreement shall not be assignable by City.

11.9 **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

11.10 **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

11.11 **Non-Discrimination.** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation race, gender, color, national origin, religion, sex, age, veteran status, disability or any other protected status. City shall comply with applicable law, including but not limited to the provisions of Title VI of the Civil Rights Act of 1964.

11.12 **Governmental Purpose.** To the extent applicable, each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

11.13 **Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.

11.14 **Legal Construction/Severability.** In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11.15 **Immunity.** This Agreement is expressly made subject to the County's Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code and City's governmental immunity, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of immunities from suit or from liability that the County or City has by operation of law.

11.16 Authority to Execute. The execution and performance of this Agreement by County and City have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and City in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF MISSION

THE COUNTY OF HIDALGO


Norie Garza, Mayor

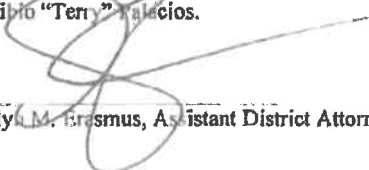

Richard F. Cortez, County Judge

ATTEST

Arturo Guadalupe, Clerk

Approved by Hidalgo County Commissioners Court on 4/16/24
AI94885

APPROVED AS TO FORM FOR COUNTY:
Office of Hidalgo County Criminal District Attorney,
Toriño "Terry" Valencios.

By: 
Jaclyn M. Erasmus, Assistant District Attorney



Quote

Item 40.

Axon Education, LLC
Texas EMS School
473 Cypress, STE 110/210
Abilene, TX 79601
Phone: (325) 218-4444

Bill To:
Mission Fire Department
415 W Tom Landry
Mission, TX

Quote: 2772643000313571098
Quote Date: Nov 1, 2024
Valid Until:

Item	Price	Quantity	Total
Paramedic Program Tuition Paramedic program tuition and bundled electronic textbook.	\$ 7,775.00	12	\$ 93,300.00
Uniform Student uniform	\$ 40.00	12	\$ 480.00
NREMT Psychomotor Certification Exam	\$ 175.00	12	\$ 2,100.00
Training Partner Discount 20% Discount on Tuition (10% discount for training partners & additional 10% discount for field affiliation)	\$ -18,660.00	1	\$ -18,660.00

Sub Total:\$ 77,220.00

Discount: \$ 0.00

Tax: \$ 0.00

Grand Total: \$ 77,220.00

Terms And Conditions:

12 Paramedics

Notes:



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Adrian L. Garcia, Fire Chief
AGENDA ITEM: Authorization to enter into a Mutual Aid Agreement Between the City of La Joya Fire/ EMS & Mission Fire Department – A.L. Garcia

NATURE OF REQUEST:

The primary goal of this mutual aid agreement is to enhance emergency response capabilities by formalizing a collaborative relationship between the City of La Joya Fire/EMS and the Mission Fire Department. The agreement will establish a framework where both departments can aid to each other during emergencies, ensuring better coverage, faster response times, and optimized resource use.

This mutual aid agreement represents a significant step towards fostering cooperation and ensuring the safety of both La Joya and Mission communities. The formalization of this partnership will provide both cities with the tools they need to respond effectively to emergencies and better serve their residents.

BUGETED: _____ **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 *MRP* _____

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

**MUTUAL AID AGREEMENT AND INTERLOCAL
AGREEMENT BETWEEN CITY OF LA JOYA
FIRE/EMS DEPARTMENT AND CITY OF MISSION
FIRE/EMS DEPARTMENT**

This Interlocal Agreement is made and entered into effective on October ____, 2024 by City of La Joya, Texas Fire/EMS Department (La Joya) and The City of Mission, Texas Fire/EMS Department (Mission) a Texas Home Rule Municipal Corporation, collectively referenced as the Parties or EMS Provider, each acting by and through their authorized agents who have duly executed this Agreement.

WHEREAS, the Parties are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter into a joint agreement for the performance of the governmental function of emergency medical services; and

WHEREAS, the Parties are authorized under Chapter 774 of the Texas Health and Safety Code to contract with each other to provide emergency medical services; and

WHEREAS, the Parties recognize the necessity to cooperate and work together to provide for mutual assistance; and

WHEREAS, the Parties further recognize the need to provide for an organized means of resolving conflicts, concerns and questions between and among their respective Members; and

NOW, THEREFORE, in consideration of the mutual promises, benefits, and covenants made herein the Parties agree as follows:

SECTION 1. Definitions:

As used herein:

- a) "Requesting EMS Provider," shall mean the Provider requesting aid, and
- b) "Responding EMS Provider," shall mean the Provider affording or responding to a call for aid.

SECTION 2. Mutual Aid and Contingency Agreement

The EMS Providers mutually agree to provide mutual aid service to each other.

SECTION 3. Authority to Respond to Provide Assistance

- a) The authority to make requests for assistance or to provide aid under this Agreement shall reside with the requesting EMS Provider's command personnel or the command personnel's designee. For the purposes of this Agreement, the "requesting EMS Provider" shall mean the incident commander or the incident commander's designee asking for assistance and the "responding EMS Provider" shall mean an officer/supervisor or designee sending assistance. Either one of the EMS Provider shall have the right to request assistance from the other EMS Provider subject to the terms and conditions of this Agreement.

SECTION 4. Requesting Assistance

An EMS Provider may request assistance from the other EMS Provider when the requesting EMS Provider has concluded that such assistance is essential to protect life.

SECTION 5. Responses to Request

Upon request, the responding EMS Provider, upon determination that an emergency exists and subject to the availability of human and equipment resources, shall dispatch EMS personnel and equipment to aid the requesting EMS Provider within 10-15 minutes to the location of the call or incident.

SECTION 6. Personnel and Equipment Provided

The requesting EMS Provider shall include in its request for assistance the amount and type of equipment, and shall specify the location where the personnel and equipment are needed.

The final decision and the amount and type of equipment to be sent shall be solely that of the responding EMS Provider. The responding EMS Provider shall be immune from any liability in connection with all acts associated herewith provided that the final decision is made reasonable diligence.

No EMS Provider shall make any claim whatsoever against the other EMS Provider for the refusal to send the requested personnel or equipment where such refusal is based on the judgment of the responding EMS Provider that such personnel and equipment are either not available or are needed to provide service in the EMS Provider's response area.

SECTION 7. Command and Control at the Emergency Scene

Both EMS Providers have established Incident Command System (ICS) Standards Operating Procedures (SOPs), and will implement them on all incidents involving mutual aid responses.

The responding EMS Provider's personnel and equipment shall report to the incident commander or other appropriate sector officer of the requesting EMS Provider. The person in charge of the responding EMS Provider shall meet with the incident commander or appropriate sector officer of the requesting EMS Provider for a briefing and assignment.

The person in charge of the responding EMS Provider shall retain control of the responding EMS Provider's human and equipment resources and shall direct them to meet the needs and tasks assigned by the incident commander or sector officer.

The responding EMS Provider's personnel and equipment shall be released by the requesting EMS Provider when the services of the responding EMS Provider are no longer required or when the responding EMS Provider's resources are needed in their primary response area. Responding EMS Provider personnel and equipment may withdraw from the EMS scene upon giving notice to the incident commander or the appropriate sector officer that they are needed in the EMS Provider's primary response area.

It is understood that the purpose of this section is to maintain order at the emergency scene and shall not be constructed to establish an employer/employee relationship.

SECTION 8. Reporting and Record Keeping

The requesting EMS Provider shall maintain records regarding the frequency of the use of this agreement and provide them to the Texas Department of State Health Services upon request. Each EMS Provider shall maintain individual patient care reports.

SECTION 9. No Reimbursement for Costs

No EMS Provider shall be required to reimburse any other EMS Provider for the cost of providing the services set forth in this Agreement for the mutual aid services, except as provided in Section 10 below. Each EMS Provider shall pay its own costs (i.e. salaries, repairs, materials, compensation, etc.) for the responding for requests for mutual aid or contingency response.

SECTION 10. Fees for Ambulance Service

The EMS Provider providing ambulance transport or other services normally billed for will be entitled to their normal fees for service and are responsible for their own billing, insurance filing, and collection activity.

SECTION 11. Liability

Each responding EMS Provider hereby waives all claims against each requesting EMS Provider from compensation for any property loss or damage and/or personal injury or death occurring as a consequence of the performance of this Agreement.

The responding EMS Provider assumes all liability and/or cost of damage to its equipment and the injury or death of its personnel when responding or performing under this agreement.

SECTION 12. Insurance

Each EMS Provider shall procure and maintain such insurance as is required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, workers' compensation, unemployment insurance, automobile liability, and property damage. EMS Providers may self-insure when appropriate.

SECTION 13. Conflict Resolution

From time to time, personnel from one EMS Provider or another may have some concerns or questions regarding this Agreement or the working relationship of the parties.

Should any such issues arise, they should be dealt with by the EMS Provider's chain of command to provide answers or resolution.

SECTION 14. Term of Agreement

This Agreement shall be in full force and effect upon execution by both EMS Providers hereto. This Agreement shall remain in effect up to the time of cancellation by either EMS Provider by giving thirty (30) days' written notice to the other EMS Provider. The Agreement may be amended by written agreement of both EMS Providers.

Any official notices by either EMS Provider must be in writing and sent to the following:

City of La Joya Fire/EMS Department
701 E Expressway 83.
La Joya TX. 78560.

City of Mission Fire Department
415 W Tom Landry St.
Mission TX. 78572

Copy to: City Manager
1201 E. 8th Street
Mission, Texas 78572

SECTION 15. Venue and Choice of Law

This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Hidalgo County, Texas, and venue shall be in any court having jurisdiction in Hidalgo County, Texas.

SECTION 16. Savings Clause

If one or more provisions or terms contained in this Agreement shall, for any reason, be held invalid, illegal, or otherwise unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision or term hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable term had never been contained herein.

IN WITNESS THEREOF, the following EMS Providers have duly executed this Agreement:

Fire Chief

Fire Chief

City Manager

City Manager

Mayor

Mayor



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Juan Pablo "JP" Terrazas, P.E., Asst. City Manager
AGENDA ITEM: Approval of Resolution # _____ of the City Council of the City of Mission, Texas approving a Construction and Maintenance Agreement with the Texas Department of Transportation for SH 107 Drainage Outfall Improvements; and authorizing the City Manager to execute agreement – Terrazas

NATURE OF REQUEST:

The State will, at no cost to the city will construct a drainage outfall consisting of 36" Reinforced Concrete Pipe (RCP) and reinforced concrete manholes from Station 10+28 to Station 15+16 within the City's right-of-way along 28th St. and will install a conflict manhole @ STA. 121+59, just north of Turista Rd. and where the City's existing sanitary sewer line is conflicting with the State's proposed drainage trunk system. The State will require that the City place a safety casing around their sanitary sewer line before construction of manhole.

After construction, the City will retain ownership of all necessary drainage improvements beyond the State's right-of-way and maintain the drainage structures/improvements within the City's right-of-way, at no cost to the State.

BUGETED: N/A FUND: ACCT. #:

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

BID AMOUNT: \$

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval MRP

RECORD OF VOTE: APPROVED:
DISAPPROVED:
TABLED:

AYES
NAYS
DISSENTING

RESOLUTION # _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS APPROVING A CONSTRUCTION AND MAINTENANCE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR SH 107 DRAINAGE OUTFALL IMPROVEMENTS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with the local governments; and

WHEREAS, the Texas Transportation Commission passed Minute Order 116522 authorizing the State to undertake and complete a highway improvement generally described as the reconstruction and widening of SH 107 from SH 495 to FM 1924 to include drainage outfall improvements; and

WHEREAS, the State is proposing to construct drainage outfall improvements for SH 107 that encompasses State’s right of way and Local Government’s right of way.

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

- 1.) The State will, at no cost to the Local Government, provide the following drainage outfall improvements, as shown in Attachment “B”
- 2.) The Local Government hereby authorizes the State to construct SH 107 drainage outfall improvements, within and across the Local Government’s right-of-way, as shown in Attachment “C.”
- 3.) The City Manager is authorized to execute the Construction and Maintenance Agreement between the City of Mission and the Texas Department of Transportation (Exhibit A)

PASSED AND APPROVED on this the 14th day of October, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

**CONSTRUCTION AND MAINTENANCE AGREEMENT
FOR
SH 107 DRAINAGE OUTFALL IMPROVEMENTS
(CITY OF MISSION)**

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the “State”, and the City of Mission, acting by and through its duly authorized officers, hereinafter called the “Local Government”.

WITNESSETH

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with the local governments; and

WHEREAS, the Texas Transportation Commission passed Minute Order 116522 authorizing the State to undertake and complete a highway improvement generally described as the reconstruction and widening of SH 107 from SH 495 to FM 1924 to include drainage outfall improvements; and

WHEREAS, the State is proposing to construct drainage outfall improvements for SH 107 that encompasses State’s right of way and Local Government’s right of way; and

WHEREAS, the Governing Body of the Local Government have approved entering into this Agreement by resolution or ordinance dated _____, which are attached hereto and made a part hereof as Attachment “A”, for construction and maintenance of drainage outfall improvements associated with siphons as shown in Attachment “C”, hereinafter called the “Project”;

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:

AGREEMENT

Article 1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until terminated as hereinafter provided.

Article 2. Work Responsibilities

The State and the Local Government shall perform and execute all responsibilities as described in Attachment “B”.

Article 3. Right of Access

The Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

Article 4. 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 5. Termination

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by the State upon the failure of the Local Government to fulfill their obligations set forth herein;
- ◆ by the Local Government upon the failure of the State to fulfill its obligations set forth herein;

The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and the Local Government under this agreement. If the potential termination of this agreement is due to the failure of the Local Government to fulfill their contractual obligations as set forth herein, the State will notify the Local Government that possible breach of contract has occurred. The Local Government will make every effort to remedy the breach as outlined by the State within a period mutually agreed upon by both parties. In the event the Local Government does not remedy the breach, the State may terminate this agreement or suspend performance thereunder, and the parties shall conclude their activities relating to the Project.

If the termination is due to the failure of the State to fulfill its contractual obligations, the Local Government will notify the State that possible breach of contract has occurred. The State will make every effort to remedy the breach as outlined by the Local Government within a period mutually agreed upon by both parties. In the event the State does not remedy the breach, the Local Government may terminate this agreement or suspend performance thereunder, and the parties shall conclude their activities relating to the Project.

Article 6. Notices

All notices to each party by the others required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being

permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

<u>City of Mission</u> Mike R. Perez City Manager 1201 E. 8th St. Mission, TX 78572	<u>Texas Dept. of Transportation</u> Pedro R. Alvarez, P.E. Pharr District Engineer 600 W. Interstate 2 Pharr, Texas 78577
---	--

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Any party may request in writing that such notices be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 7. Compliance with Laws

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

Article 8. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 9. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 10. Amendments

By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 11. Insurance

If this agreement authorizes the Local Government or their contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 12. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the entity they each represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

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 _____
Pedro R. Alvarez, P.E.
Pharr District Engineer

Date _____

THE CITY OF MISSION (LOCAL GOVERNMENT)

By _____

Date _____

Mike Perez
City Manager

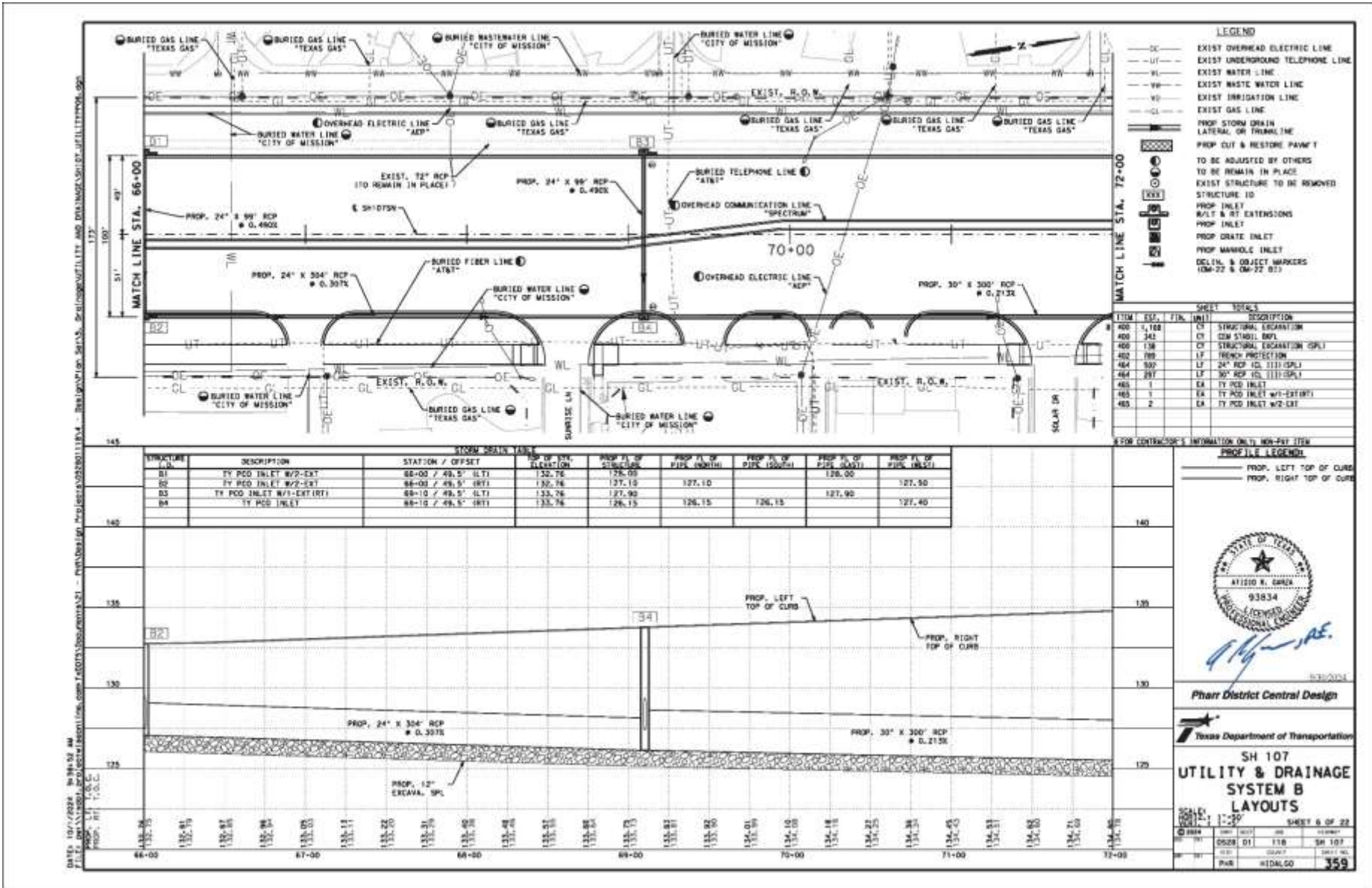
ATTACHMENT “A”
Resolutions or Ordinances

ATTACHMENT “B”

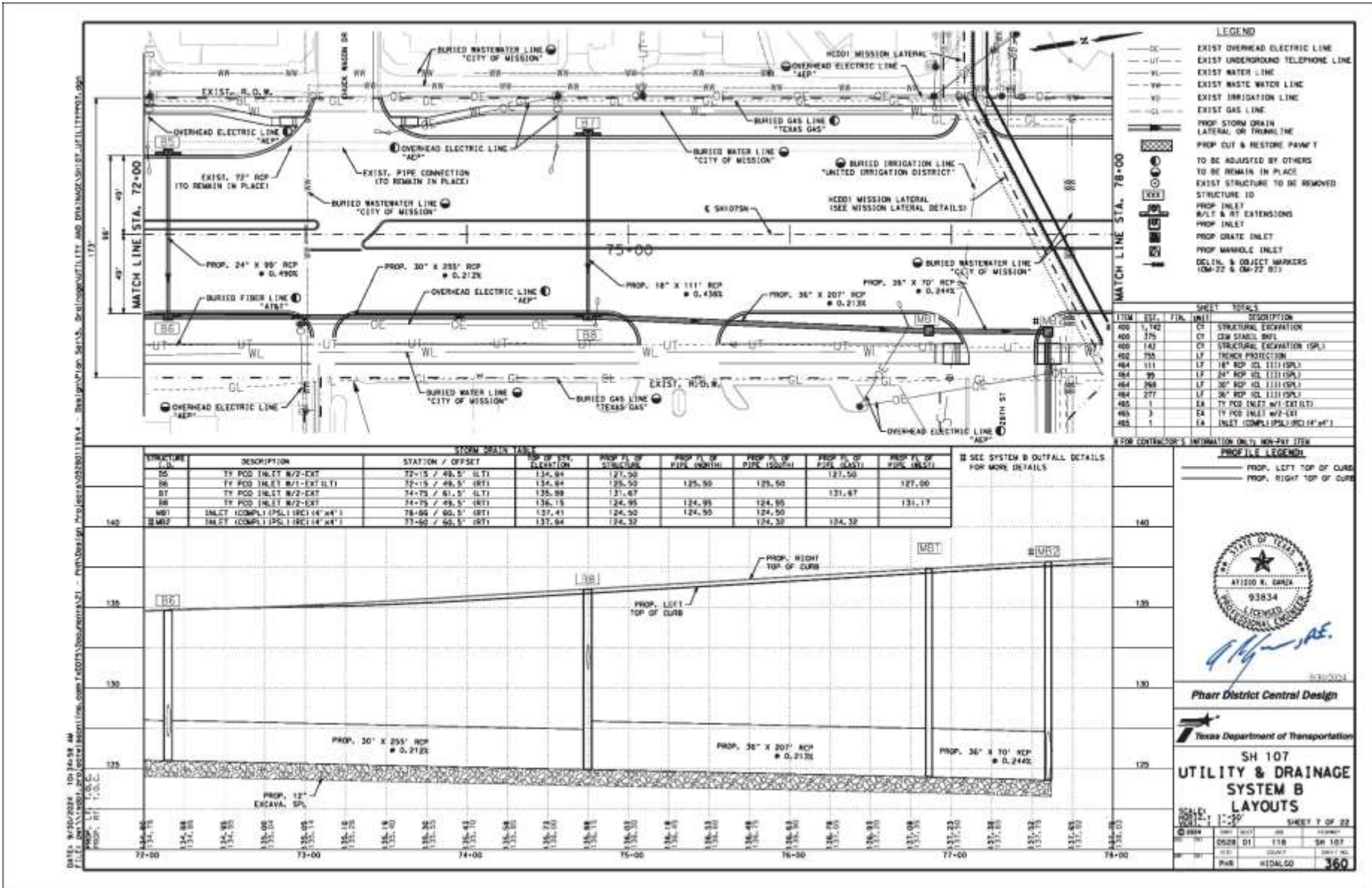
Work Responsibilities

- 1.) The Local Government hereby authorizes the State to construct SH 107 drainage outfall improvements, within and across the Local Government’s right-of-way, as shown in Attachment “C.”
- 2.) The State will, at no cost to the Local Government, provide the following drainage outfall improvements:
 - (a) Construct a drainage outfall consisting of 36” Reinforced Concrete Pipe (RCP) and reinforced concrete manholes from Station 10+28 to Station 15+16 within the Local Government’s right-of-way along 28th St.
 - (b) Install a conflict manhole @ STA. 121+59, just north of Turista Rd. and where the Local Government’s existing sanitary sewer line is conflicting with the State’s proposed drainage trunk system. The State will require that the Local Government place a safety casing around their sanitary sewer line before construction of said manhole.
- 3.) After construction, the Local Government will retain ownership of all necessary drainage improvements beyond the State’s right-of-way and maintain the drainage structures/improvements within the Local Government’s right-of-way, at no cost to the State.
- 4.) After construction, the State will retain ownership of necessary drainage improvements within the State’s right-of-way and maintain the drainage structures/improvements within State right-of-way, at no cost to the Local Government.
- 5.) Local Government will, at no cost to the State, ensure or restrict tap ins that will diminish the outfall’s capacity to drain SH 107.
- 6.) Local Government hereto may make necessary emergency repairs as needed.

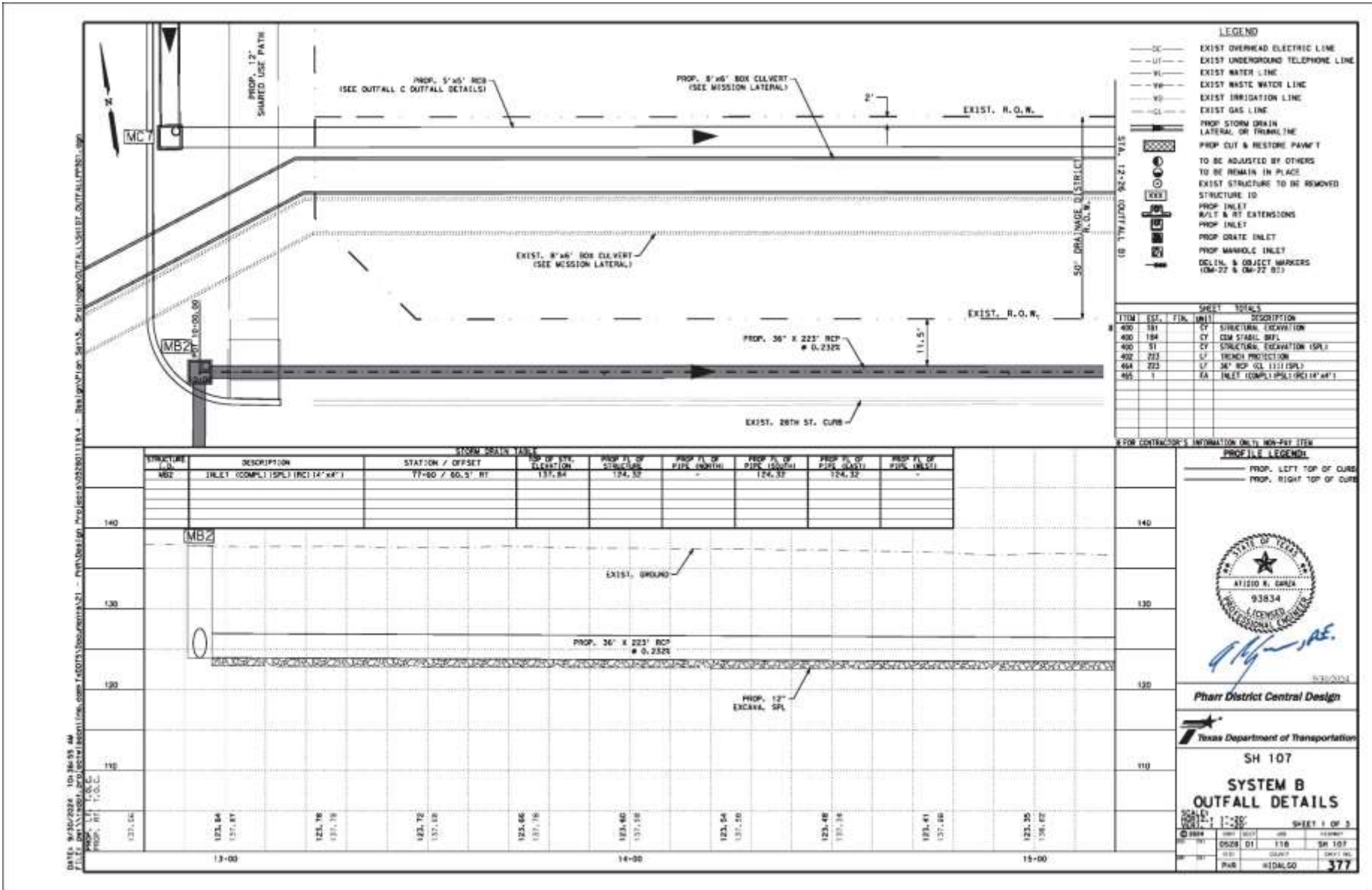
ATTACHMENT “C”



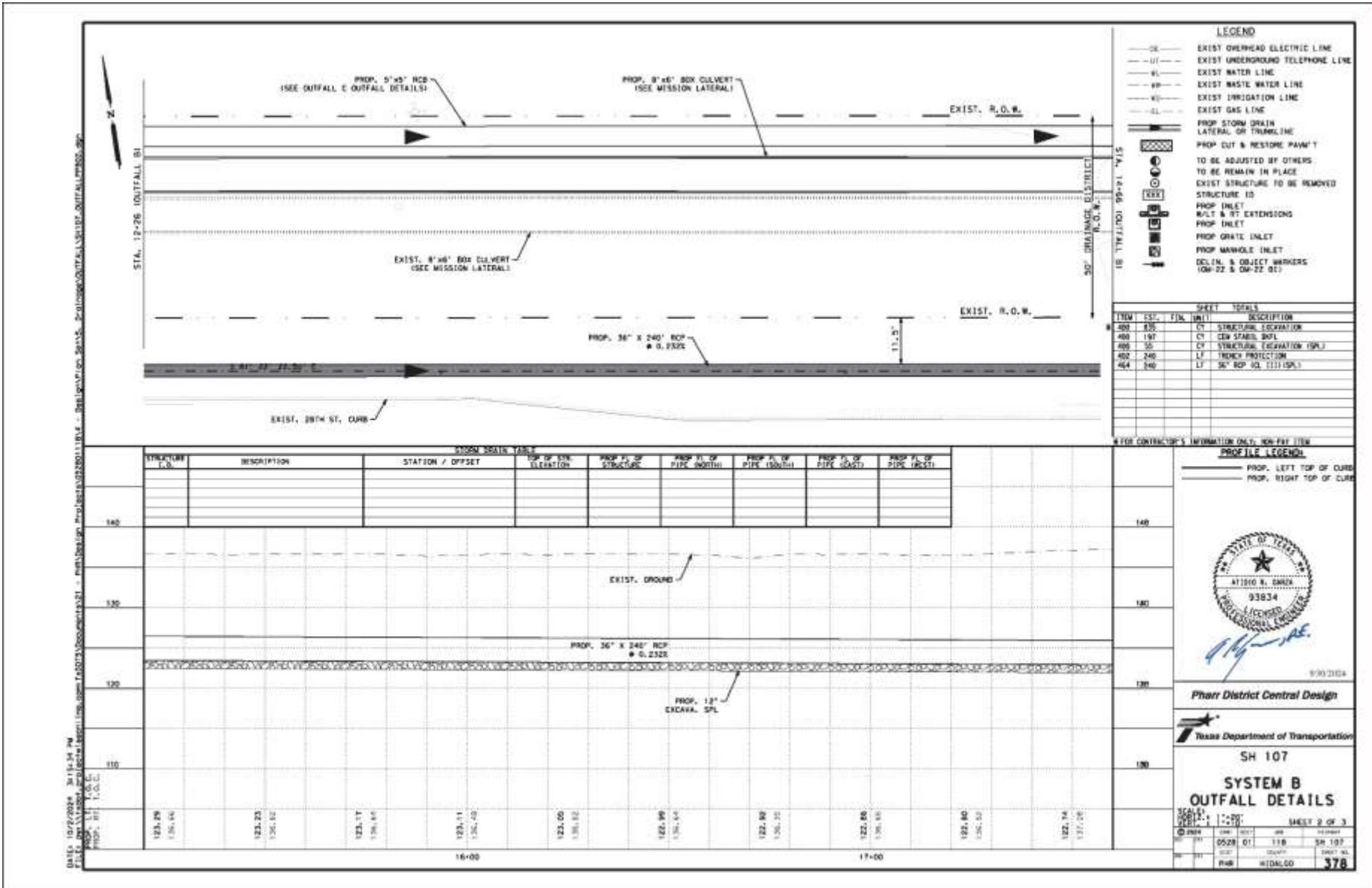
ATTACHMENT “C”



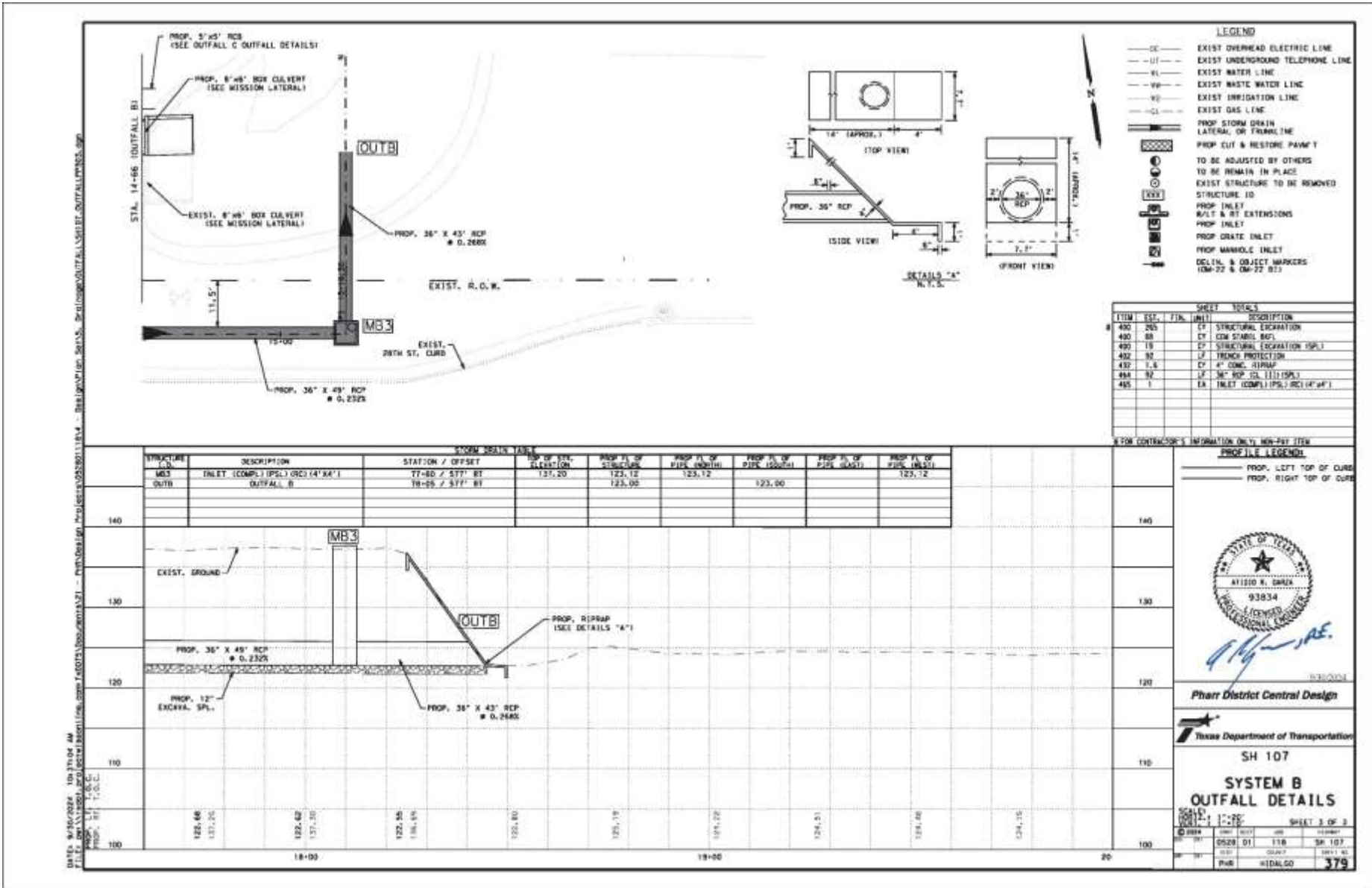
ATTACHMENT “C”



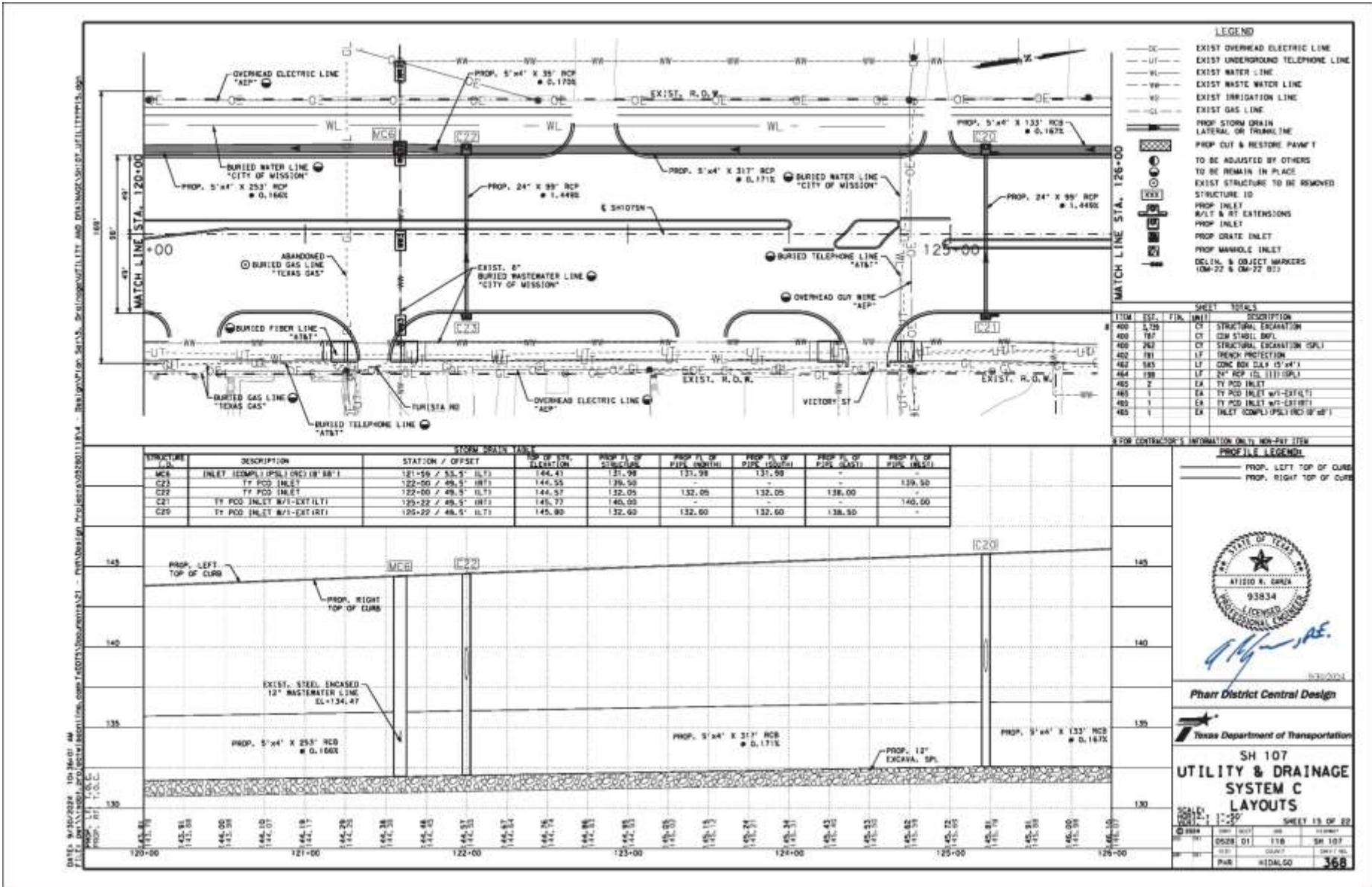
ATTACHMENT “C”



ATTACHMENT “C”



ATTACHMENT “C”





CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Cesar Torres, Chief of Police
AGENDA ITEM: Authorization to purchase (2) 2024 Polaris Xpedition ADV Northstar Editions in the amount of \$89,278.00 via TIPS contract #210907, and approval of respective budget amendment - Torres

NATURE OF REQUEST:

The Mission Police Department is seeking authorization to purchase (2) 2024 Polaris Xpedition ADV Northstar Editions from Boswell Elliff Ford LT Boswell LLC, via TIPS contract # 210907. The purchase cost amount is \$89,278.00. Grant funds from FY 2023 Stonegarden grant will be utilized for the majority of this purchase (\$81,000.00). A designated account of the Mission Police Department will be used to pay the remaining balance (\$8,278.00). This purchase will replace the previous authorization to purchase request of (3) 2025 Polaris Ranger Crew XP 1000 Premium approved September 23,2024.

BUDGETED:Yes FUND: Designated ACCT. #: 15-492-74950
BUDGET: \$207,000 EST. COST: \$81,000 CURRENT BUDGET BALANCE: \$207,000
BUDGETED:No FUND: Police Federal Sharing ACCT. #: 11-410-74950
BUDGET: \$0 EST. COST: \$8,278.00 CURRENT BUDGET BALANCE: \$0
BID AMOUNT: \$89,278.00 total

STAFF RECOMMENDATION:

Approval.

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval MRP

RECORD OF VOTE: APPROVED: _____
DISAPPROVED: _____
TABLED: _____
AYES
NAYS
DISSENTING

Elliff Motors
4017 N. Cage Blvd.
Pharr TX 78577
(956) 702-9599

FY2023
Operation Stonegarden

CITY OF MISSION POLICE DEPARTMENT Buyer's Order

1200 E 8TH STREET
MISSION, TEXAS 78572

Date 09/11/2024
Deal No.
Salesperson Art Gonzalez
Lienholder None

H W C 9562279753 Email ASSTCHIEFRPEREZ@MISSIONTEXAS.US

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2024	Polaris	G24GZW99AN	3NSGZW992RM112087	EP1719	\$43,844.00
New	2024	Polaris	G24GZW99AN	3NSGZW993RM116293	EP1749	\$43,844.00

Options:

Dealer Unit Price	\$87,688.00
Factory Options	\$0.00
Added Accessories	\$0.00
Freight	\$1,590.00
Dealer Prep	\$0.00

TIPS VENDOR 7490 CONTRACT 210907

\$0.00 D

Cash Price	\$89,278.00
Trade Allowance	\$0.00
Payoff	\$0.00

Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$89,278.00
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$0.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00

Notes:

Total Other Charges	\$0.00
Sub Total (Net Sale + Other Charges)	\$89,278.00
Cash Down Payment	\$0.00

Trade Information

Grant Monies for ATV Equipment
is \$8,000. PD would pay difference of \$8,278.00

Amount to Pay/Finance \$89,278.00

Monthly Payment of \$0.00 For 0 Months at 0.00% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!



Hector Rodriguez
Sales Consultant



4017 N Cage Blvd
Pharr, Tx 78577
Office : (956)702-9599
Cell : (956)460-0158



Printed 7 October 2024

www.boswellellifford.com

BOSWELL ELLIFF FORD LT BOSWELL LLC

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	1401 W. Bus. Hwy. 77	NAME Charlie Martin
CITY	San Benito	PHONE (866) 839-8477
STATE	Texas	FAX (866) 839-8472
ZIP	78586	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: N

SERVING STATES

TX | LA | AR | NM | OK

Overview

Boswell Elliff Ford has a long and well established reputation in South Texas since 1938. Our dealership has new Ford vehicles. Based in San Benito, TX, we are conveniently located within the Region 1 ESC. We carry all makes and models of pre-owned vehicles and recondition them to top form. Highly trained and factory certified technicians are available six days a week for all service needs from our quick lube center for oil changes to our service department that does all major repairs and warranty work. We service all makes and models. Boswell Elliff Ford wants to be your one stop auto shop.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Item 43.

Contract	Comodity	Exp Date	EDGAR
210907	Automobiles	11/30/2024	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

210907

ROBERT GARCIA	FLEET SALES	(956) 399-2468	ROBGARCIA@BOSWELLAUTO.COM
SAM BOSWELL JR	DEALER	(956) 399-2468	SAMJR@BOSWELLAUTO.COM

CITY OF MISSION BUDGET AMENDMENT REQUEST

FISCAL YEAR: 2024-2025
DATE: October 14, 2024
DEPARTMENT: Police
FUND: Police Federal Sharing US

BA-25-04

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE (DECREASE)	PROPOSED BUDGET
11-410-74950	Machinery & Equipment	-	8,278.00	8,278.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL		-	8,278.00	8,278.00

JUSTIFICATION

Budget amendment is necessary to allocate funding for a Police 2024 Polaris Xpedition ADV Northstar Editions.

Finance Director: Vidal Roman

Date: 10/14/2024

City Council Approved on: _____

Date Posted: _____



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Cesar Torres, Chief of Police
AGENDA ITEM: Authorization to submit payment to Tyler Technologies for the Law Enforcement Records Software in the total amount of \$124,459.18, and approval of respective budget amendment - Torres

NATURE OF REQUEST:

The Mission Police Department is seeking authorization to submit payment to Tyler Technologies for the Law Enforcement Records Software, totaling \$124,459.18, using the designated account (01-430-74950). This payment will fulfill paid services with Tyles Technologies from November 2024 to October 2025.

BUDGETED: _____ **FUND:** Capital Outlay **ACCT. #:** 01-430-74950
BUDGET: _____ **EST. COST:** \$124,459.18 **CURRENT BUDGET BALANCE:** _____

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval.

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE:

	APPROVED:	_____
	DISAPPROVED:	_____
	TABLED:	_____
_____	AYES	
_____	NAYS	
_____	DISSENTING	_____



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Item 44.
130-149990	10/01/2024	1 of 7

Questions:
 Tyler Technologies - Public Safety
 Phone: 1-800-772-2260 Press 2, then 5
 Email: ar@tylertech.com



Bill To: MISSION POLICE DEPARTMENT
 ATTN: ABRAM RAMIREZ
 1200 EAST 8TH STREET
 MISSION, TX 78572

Ship To: MISSION POLICE DEPARTMENT
 ATTN: ABRAM RAMIREZ
 1200 EAST 8TH STREET
 MISSION, TX 78572

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43895 - 12866 - 12866	32831		USD	NET30	10/31/2024

Contract Date	Description	Units	Rate	Extended Price
Contract No.: Mission Police Department				
01/Oct/2019	Data Analysis / Mapping Integration Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	21.59	21.59
01/Oct/2019	MSP Single Jurisdiction Law Enforcement CAD Standard Maintenance Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	5,881.80	5,881.80
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Alarm Tracking and Billing Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,603.90	1,603.90
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Bookings Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,603.90	1,603.90
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Case Management Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,069.47	1,069.47
01/Oct/2019	Federal and State Compliance Reporting for LE Records Standard Maintenance - Federal UCR/IBR Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,069.47	1,069.47
01/Oct/2019	Single Jurisdiction Base LE Records Standard Maintenance Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	5,881.21	5,881.21
01/Oct/2019	Third Party LE Records Interface Standard Maintenance - Livescan Interface Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	855.36	855.36
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Pawn Shops Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,069.47	1,069.47
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Property Room Bar Coding Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,069.32	1,069.32
01/Oct/2019	Mobile Standard Maintenance on the RS/6000 - Base Message Switch to State/NCIC(1-15 Units) Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,603.90	1,603.90
01/Oct/2019	Capture/View Stations Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	2,245.66	2,245.66
01/Oct/2019	Imaging Standard Maintenance - LE Public Safety Lineups/Mug Shots Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	2,780.15	2,780.15
01/Oct/2019	Additional MSP for CAD Standard Maintenance - Data Analysis/Crime Mapping/Mgmt Reporting Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,069.47	1,069.47
01/Oct/2019	Microsoft Word Interface Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,069.47	1,069.47
01/Oct/2019	AVL Mapping Server Standard Maintenance Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	855.27	855.27
01/Oct/2019	Base CAD/NCIC/Messaging Standard Maintenance	1	0.00	0.00

855.27
 349



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 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Item 44.
130-149990	10/01/2024	2 of 7

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 Phone: 1-800-772-2260 Press 2, then 5
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 ATTN: ABRAM RAMIREZ
 1200 EAST 8TH STREET
 MISSION, TX 78572

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Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43895 - 12866 - 12866	32831		USD	NET30	10/31/2024

Contract Date	Description	Units	Rate	Extended Price
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Oct/2019	Data Merge to Aegis/MSP LE Records Standard Maintenance	1	117.81	117.81
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Oct/2019	Field Reporting Server Standard Maintenance	1	138.85	138.85
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Oct/2019	Mobile on MSP Server Integration Standard Maintenance - Mobile Upload Software (31-50 units)	1	2,245.64	2,245.64
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Oct/2019	Supervisor Review and Approval	1	138.85	138.85
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Oct/2019	AVL Interface Standard Maintenance	1	748.47	748.47
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Oct/2019	Mobile Standard Maintenance on the RS/6000 - Base Message Switch to State/NCIC(31-50 Units)	1	4,704.91	4,704.91
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Oct/2019	Additional Standard Maintenance for RS/6000 Message Switch - New World CAD Interface (31-50 units)	1	1,711.12	1,711.12
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Oct/2019	Mobile Standard Maintenance on the RS/6000 - Base Message Switch to State/NCIC(16-30 Units)	1	427.73	427.73
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Drivers Lic Mag Stripe Reader/Barcode Reader Interface	1	566.55	566.55
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Accident Field Reporting	1	1,283.59	1,283.59
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Accident Field Reporting Compliance	1	673.29	673.29
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - LE CAD via Switch	1	1,817.52	1,817.52
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Field Reporting	1	2,567.21	2,567.21
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Field Reporting Compliance	1	673.29	673.29
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Dispatch/Messaging/LE State/NCIC via Switch	1	1,710.66	1,710.66
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - Mobile Upload of Field Reports	1	1,069.47	1,069.47



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43895 - 12866 - 12866	32831		USD	NET30	10/31/2024

Contract Date	Description	Units	Rate	Extended Price
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Mugshot Image Download Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	748.47	748.47
01/Oct/2019	Mobile on MSP Server Integration Standard Maintenance - AVL CAD Interface (16-30 units) Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	748.47	748.47
01/Oct/2019	Mobile on MSP Server Integration Standard Maintenance - MDT/MCT Base CAD/RMS Interface (31-50 units) Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,529.26	1,529.26
01/Oct/2019	Mobile on MSP Server Integration Standard Maintenance - MDT/MCT Base LE CAD Interface (1-15 units) Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,390.37	1,390.37
01/Oct/2019	CAD Mapping Integration Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	64.40	64.40
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Pawn Shops Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	0.00	0.00
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Case Management Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	0.00	0.00
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Property Room Bar Coding Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	0.00	0.00
01/Oct/2019	E-911 Interface Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	0.00	0.00
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Web Briefing Notes Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,447.18	1,447.18
01/Oct/2019	New World CAD to New World CAD Interface Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	0.00	0.00
01/Oct/2019	Third Party LE Records Interface Standard Maintenance - Ticket Writer Interface Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	0.00	0.00
01/Oct/2019	Additional Standard Maintenance for CAD - Service Vehicle Rotation Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,447.18	1,447.18
01/Oct/2019	Third Party LE Records Interface Standard Maintenance - Citizen Reporting Interface Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	2,411.95	2,411.95
01/Oct/2019	ASAP Interface Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	2,411.95	2,411.95
01/Oct/2019	New World State/NCIC Interface Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	0.00	



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 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Item 44.

Invoice No	Date	
130-149990	10/01/2024	4 of 7

Questions:
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 Phone: 1-800-772-2260 Press 2, then 5
 Email: ar@tylertech.com

Bill To: MISSION POLICE DEPARTMENT
 ATTN: ABRAM RAMIREZ
 1200 EAST 8TH STREET
 MISSION, TX 78572

Ship To: MISSION POLICE DEPARTMENT
 ATTN: ABRAM RAMIREZ
 1200 EAST 8TH STREET
 MISSION, TX 78572

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43895 - 12866 - 12866	32831		USD	NET30	10/31/2024

Contract Date	Description	Units	Rate	Extended Price
01/Oct/2019	Third Party LE Records Interface Standard Maintenance - On-Line Global Subjects Interface to State/NCIC Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,205.98	1,205.98
01/Oct/2019	Third Party LE Records Interface Standard Maintenance - On-Line Pawn Shop Check Interface to State/NCIC Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,205.98	1,205.98
01/Oct/2019	Imaging Standard Maintenance - LE Public Safety Lineups/Mug Shots Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	0.00	0.00
01/Oct/2019	Corrections Management Standard Maintenance Base Package Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	3,777.46	3,777.46
01/Oct/2019	Additional Standard Maintenance for CAD - BOLOs Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,447.18	1,447.18
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Activity Reporting and Scheduling Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,286.38	1,286.38
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Alarm Tracking and Billing Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	0.00	0.00
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Mugshot Image Download Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	707.00	707.00
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Bookings Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	0.00	0.00
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - In-Car Mapping Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	0.00	0.00
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - In-Car Routing Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	964.78	964.78
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Field Reporting Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	2,830.54	2,830.54
01/Oct/2019	Dashboards for CAD Standard Maintenance Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,875.97	1,875.97
01/Oct/2019	CAD Data Mart Standard Maintenance Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	643.19	643.19
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - Field Investigation Field Reporting(1 Form) Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	0.00	0.00
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - State Photo Download Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	803.99	803.99

803.99
 352



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Item 44.
130-149990	10/01/2024	5 of 7

Questions:
 Tyler Technologies - Public Safety
 Phone: 1-800-772-2260 Press 2, then 5
 Email: ar@tylertech.com

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Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43895 - 12866 - 12866	32831		USD	NET30	10/31/2024

Contract Date	Description	Units	Rate	Extended Price
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Dispatch/Messaging/LE State/NCIC via Switch Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	2,830.54	2,830.54
01/Oct/2019	Dashboards for Law Enforcement Standard Maintenance Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	2,251.15	2,251.15
01/Oct/2019	Data Sharing Standard Maintenance - Multi-Server Search Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	2,411.95	2,411.95
01/Oct/2019	Additional CAD Workstations Standard Maintenance Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	0.00	0.00
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Orders of Protection Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,567.14	1,567.14
01/Oct/2019	Additional Standard Maintenance for CAD - Web CAD Monitor Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	3,215.93	3,215.93
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Narcotics Mgmt/Intelligence Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,929.56	1,929.56
01/Oct/2019	Single Jurisdiction Law Enforcement CAD Standard Maintenance Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	0.00	0.00
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Gang Tracking Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,929.56	1,929.56
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Career Criminal Registry Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,286.38	1,286.38
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Field Investigations Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,286.38	1,286.38
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Equipment Tracking Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	0.00	0.00
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Demographic Profiling Reporting Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,929.56	1,929.56
01/Oct/2019	Additional Software for LE Records Standard Maintenance - DataAnalysis/Crime Mapping/Mgmt Reporting Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	0.00	0.00
01/Oct/2019	Additional Standard Maintenance for CAD - CAD Auto Routing Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,447.18	1,447.18
01/Oct/2019	Law Enforcement Management Data Mart (^CAD, RMS) Standard Maintenance - Includes 2 users Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	643.19	643.19
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Permits	1	1,929.56	1,929.56



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130-149990	10/01/2024	6 of 7

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43895 - 12866 - 12866	32831		USD	NET30	10/31/2024

Contract Date	Description	Units	Rate	Extended Price
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - MCT Ticket Writer Interface Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	0.00	0.00
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Drivers Lic Mag Stripe Reader/Barcode Reader Interface Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	589.59	589.59
01/Oct/2019	Tyler Content Manager Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	2,009.97	2,009.97
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Vehicle Tracking and Maintenance Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,607.98	1,607.98
01/Oct/2019	Additional Standard Maintenance for CAD - CAD AVL Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	0.00	0.00
01/Oct/2019	Additional Standard Maintenance for CAD - Unit Management Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,929.56	1,929.56
01/Oct/2019	Federal and State Compliance Reporting for LE Records Standard Maintenance - Federal UCR/IBR Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	0.00	0.00
01/Oct/2019	Third Party LE Records Interface Standard Maintenance - Livescan Interface Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	0.00	0.00
01/Oct/2019	Mobility Server Standard Maintenance Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	0.00	0.00
01/Oct/2019	Law Enforcement Standard Maintenance - SECTOR Ticket/Accident Interface Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	0.00	0.00
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Index Cards Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,286.38	1,286.38
01/Oct/2019	Pictometry Interface Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	0.00	0.00
01/Oct/2019	NG911 Interface Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	2,411.95	2,411.95
01/Oct/2019	Single Jurisdiction Base LE Records Standard Maintenance Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	0.00	0.00
01/Oct/2019	Third Party Embedded Maintenance Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	4,421.92	4,421.92
01/Oct/2019	Esri ArcGIS Engine Runtime for CAD Workstations Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	1,071.98	1,071.98
01/Oct/2019	Esri Mobile In-Car Mapping and Routing unit(s)	1	4,019.92	4,019.92



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Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43895 - 12866 - 12866	32831		USD	NET30	10/31/2024

Contract Date	Description	Units	Rate	Extended Price
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Oct/2021	Stop Data Reporting	60	19.33	1,159.80
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	124,459.18
Sales Tax	\$0.00
Invoice Total	124,459.18

355

CITY OF MISSION BUDGET AMENDMENT REQUEST

FISCAL YEAR: 2024-2025
DATE: October 14, 2024
DEPARTMENT: Police
FUND: General

BA-25-01

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE (DECREASE)	PROPOSED BUDGET
01-430-44640	Repair & Maint.-Machinery and Equipment	33,485.00	127,000.00	160,485.00
01-430-74950	Capital Outlay	911,850.00	(127,000.00)	784,850.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL		945,335.00	-	945,335.00

JUSTIFICATION

To reclassify funds to the correct account for the Tyler Technologies law enforcement record software.

Finance Director: Vidal Roman

Date: 10/14/2024

City Council Approved on: _____

Date Posted: _____



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Teclo J. Garcia, Interim Executive Director, Mission RA/TIRZ #1
AGENDA ITEM: Approval of Fourth Amendment to the Interim Administrative Services Agreement with Mission Redevelopment Authority/Tax Reinvestment Zone #1 and the City of Mission – T. Garcia

NATURE OF REQUEST:

The TIRZ Board of Directors has approved a fourth amendment to interim administrative services by the City Manager’s Office. The MRA/TIRZ #1 will compensate the City of Mission eleven thousand three hundred (\$11,300) per month during the term of the agreement for the cost of providing said services and support. Fourth Amendment is to be effective thru April 30, 2025.

BUDGETED: Yes **FUND:** General **ACCT. #:** 01-300-33282
BUDGET: \$24,000 **EST. COST:** \$ **CURRENT BUDGET BALANCE:** \$24,000

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: MRA/TIRZ #1 Approval

City Manager’s Recommendation: Approval *MRP*

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

_____ AYES
_____ NAYS
_____ DISSENTING _____

**FOURTH AMENDMENT TO THE
INTERIM ADMINISTRATIVE SERVICES AGREEMENT**

THIS FOURTH AMENDMENT (“Amendment”) to the Agreement for Interim Administrative Services (“Agreement”) by and between the City of Mission, Texas hereinafter called “City and/or Interim Administrator” and Mission Redevelopment Authority (MRA)/ Mission Tax Increment Reinvestment Zone Number One, hereinafter called “TIRZ” for interim administrative services related to the TIRZ. The TIRZ and Interim Administrator, in consideration of the mutual promises and conditions herein contained, agree as follows.

WHEREAS, the City and TIRZ entered into an agreement effective on January 1, 2023, as amended, for interim administrative services related to the TIRZ; and

WHEREAS, the City and TIRZ now desire to amend the Agreement as described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, the TIRZ and the City agree as follows:

Section 1. The foregoing recitals are incorporated into this Fourth Amendment by reference as findings of fact as if expressly set forth and incorporated herein.

Section 2. The Agreement, Article I, is hereby amended to read as follows:

SCOPE OF SERVICES

In regards to the work and services to be performed under this Agreement, the CITY, by and through Mr. Teclo J. Garcia, including any other City employees as may be assigned by the City Manager, shall provide all financial and administrative services to the TIRZ as described in Exhibit A, “Interim Administrator's Scope of Services” which is attached and incorporated by reference.

Section 3. The Agreement, Article II, is hereby amended to replace the term “NINE THOUSAND THREE HUNDRED DOLLARS (\$9,300)” with the term “ELEVEN THOUSAND THREE HUNDRED DOLLARS (\$11,300).”

Section 3. The Agreement, Article III, is hereby amended to read as follows:

TERM OF CONTRACT

The term of this Agreement shall commence on the effective date and shall terminate on April 30, 2025, unless otherwise extended by written agreement, executed by both parties.

Section 3. As amended and supplemented, hereby, the Agreement is ratified and shall remain in full force and effect. The term “Agreement” shall mean the agreement effective on January 1, 2023, for interim administrative services (including all exhibits and attachments as originally agreed upon) as amended and supplemented by this Fourth Amendment. In the event of a conflict between this Fourth Amendment and the Agreement, this Fourth Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to the Agreement as of the date last written below.

**MISSION REDEVELOPMENT
AUTHORITY/TAX INCREMENT
REINVESTMENT ZONE NUMBER ONE**

**Martin Garza
Chairman**

Date:

CITY OF MISSION

**Mike Perez
City Manager**

Date:

EXHIBIT A
INTERIM ADMINISTRATOR'S SCOPE OF SERVICES

- Manage the oversight of all documents related to development projects;
- Prepare all documents necessary to taxing jurisdictions, public officials, and staff related to any TIRZ project plan;
- Communications liaison on all TIRZ matters to the City of Mission, the Mayor and City Council of the City of Mission;
- Coordinate the preparation of reports required by governing laws and ordinances;
- Coordinate the preparation of engineering design cost estimates for infrastructure improvements by an independent contractor;
- Oversee the implementation of the reinvestment zone financial plan for the City and the TIRZ Board of Directors;
- Facilitate all public hearings on behalf of the TIRZ with the City of Mission, Hidalgo County, and other taxing entities as required by law;
- Facilitate meetings with the general public regarding the TIRZ; Recommend policy matters to the TIRZ Board of Directors;
- Assist the TIRZ Board of Directors in drafting project plan and reinvestment zone financing plan amendments for approval by the Board and the Mission City Council;
- Assist the City of Mission and the TIRZ in drafting participation agreements with other taxing entities;
- Assist the TIRZ in the preparation and negotiations of development agreements among the TIRZ, the City of Mission and other entities as appropriate;
- Manage the TIRZ revenue accounts, process all required payments, maintain accounting of the public funds received by the TIRZ;
- Assist with the preparation of required audits of the TIRZ;
- Assist in the preparation of annual budgets required for submission to the City of Mission;
- Assist the City of Mission with the procedural requirements related to other taxing entities in matters related to the project plan and TIRZ financing plan;
- Provide management services for special projects financed with revenues other than tax incremental revenues, including the acquisition of financing for projects through the negotiation of debt facilitates or contract revenue or contract tax increment revenue bonds;

- Any and all other matters as directed by the TIRZ Board of Directors;
- Provide staff support to the TIRZ Board of Directors;
- Prepare meeting agendas and ensure proper notification is made in accordance with state statutes and such other governing documents as may be applicable;
- Prepare Board of Director informational packets for presentations at meetings;
- Prepare board minutes for presentation at meetings;
- Maintain records and files of the TIRZ;
- Receive inquires and respond to property owners, developers, real estate agents, brokers and other interested parties as related to development matters that pertain to the TIRZ;
- Coordinate and assist with developer reimbursement agreements;
- Provide coordination, oversight, and assistance to other consultants retained by the TIRZ;
- Provide management oversight for public infrastructure construction contractors;
- Meet with developers on development, financing and property acquisition matters; Provide management oversight for the bond sale process;
- Provide communications and technical support with regard to the production of bond documents;
- Work with zone consultants, underwriters, rating agencies, and bond insurance companies related to the effective pricing and sale of contract revenue bonds;
- Produce economic base data to support the sale of bonds; and
- Identify lenders and negotiate note and loan facilities on behalf of the TIRZ Board of Directors.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024

PRESENTED BY: Andy Garcia, Assistant City Manager/Interim Purchasing Director

AGENDA ITEM: Approval of Resolution # ____ Amending Resolution # 1599 establishing a policy guideline for utility fund transfers to the general fund – A.Garcia

NATURE OF REQUEST:

Resolution # 1599, adopted by the City Council on May 20th 2019, established a policy guideline for Utility Fund transfers to the General Fund. This resolution emphasizes the services provided by general fund departments to the utility fund including: City Council, City Secretary, Human Resources, Finance, IT, Purchasing, Planning, Facilities, Fleet, Streets, Organizational Development, Media, Legal, Fire, and Police. Resolution # 1599 stated that an assessment was conducted valuing the administrative services provided by the City’s General Fund to Utility Fund departments is equivalent to 10% of the General Fund expenditures. This resolution further emphasizes that the City shall annually budget an administrative fee transfer out from Utility Fund and transfer in to General Fund in an amount “equal to 10%” of General Fund expenditures. This Amending Resolution recommends the change of this language to state an amount “not to exceed 10%” and allow for such determination to budget less than 10% to be made in the annual budget review process to allow the Utility Fund to improve its working capital balance and fiscal health.

Texas Supreme Court has also found that a city: (1) can make a reasonable profit from operating its utility system and (2) can transfer the reasonable profit amount to the city’s general fund, subject to the applicable state laws and bond covenants, including Texas Local Government Code (TLGC) Section 1502.058, governing the transfer of revenue to general fund, and TLGC Section 1502.058, governing the limitation on the use of utility revenue.

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *MRP*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

RESOLUTION # _____

**CITY OF MISSION, TEXAS
RESOLUTION AMENDING RESOLUTION # 1599 ESTABLISHING A POLICY
GUIDELINE FOR UTILITY FUND TRANSFERS TO THE GENERAL FUND**

WHEREAS, the City of Mission City Council established a policy guideline for Utility Fund transfers to the General Fund for administrative services fees on May 20, 2019, through Resolution # 1599;

WHEREAS, the City of Mission provides the Utility Department with numerous administrative services from City departments and resources controlled by the City’s General Fund as recognized in Resolution # 1599;

WHEREAS, the City of Mission City Council seeks to amend Resolution # 1599 by allowing for the budgeting and transfer of an administrative fee not to exceed 10% of General Fund Budget during the annual budget process, instead of the exact amount of 10% as prescribed by Resolution # 1599; and

WHEREAS, the flexibility of reducing such administrative fee during the annual budget process, as long as such fee does not exceed 10% of General Fund Budget, shall allow for the improvement of the Utility Fund’s working capital by reducing administrative fee costs, when practicable, during the annual budget process and ensure fiscal responsibility of utility departments;

NOW THEREFORE, BE IT RESOLVED by the City Council of Mission, Texas, that the following revised policy guidelines regarding operating transfers for administrative fees from the Utility Fund is hereby amended as follows:

The City shall budget annually an Administrative Fee from the Utility Fund that represents payment for the services provided to the Utility Department and funded out of the City’s General Fund. The Administrative Fee shall be in an amount not to exceed 10% of the General Fund budget, to be determined in the annual budget process, and shall be paid out of Utility Fund revenue, excluding any funds received by the Utility Department from the Economically Distressed Areas Program. The Administrative Fee shall be reported as a transfer out of the Utility Fund and as a transfer into the General Fund.

Approved on this the 14th day of October, 2024.

Norie Gonzalez-Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

RESOLUTION # 1599

**CITY OF MISSION, TEXAS
RESOLUTION ESTABLISHING A POLICY GUIDELINE FOR
UTILITY FUND TRANSFERS TO THE GENERAL FUND**

WHEREAS, the Utility Department has approximately one hundred and seven (107) employees and approximately twenty-seven thousand (27,000) customer accounts;

WHEREAS, the City of Mission provides the Utility Department with numerous administrative services from City departments and resources controlled by the City's General Fund;

WHEREAS, the City Council provides the Utility Department with services funded by the General Fund, including reviewing and deciding Utility items on city agenda; reviewing and approving reports, financials and budget; and responding to the community issues or concerns pertaining to the city's water system;

WHEREAS, the City Secretary provides the Utility Department with services funded by the General Fund, including keeping records and maintaining agreements, resolutions, ordinances, and agenda items; processing water payments when required; receiving phone calls and mail; and assist in distributing flyers and advising customers of payment options;

WHEREAS, the Human Resource Department provides the Utility Department with services funded by the General Fund, such as those related to hiring, including managing the interview process, conducting background checks and other employment screening tests; maintaining employee records, including preparing employee change of status, updating salary schedule and termination list, conducting exit interviews and processing unemployment claims; administering personnel and health files, including administering family and medical leave and employee benefits; and coordinating city events to include Utility employees;

WHEREAS, the Finance Department provides the Utility Department with services funded by the General Fund, such as those related to payroll, including issuing checks, administering and managing retirement benefits and other payroll related issues; cash management services, including billing collections; financial reporting, including reviewing Utility revenue and expense accounts, and monthly financial reporting to the City Council; investments, including managing, tracking and reporting all investment activity issued with Utility Department funds; vendor payments, including reconciling vendor statements, processing Utility refund checks, and tracking payments from third parties for Utility reimbursement agreements; and fixed assets, including tracking and auditing items that meet capitalization thresholds and other inventory needs;

WHEREAS, the Information Technology Department provides the Utility Department with services funded by the General Fund, including installing, maintaining and supporting all software, hardware, databases and networks and data; safeguarding information and data; and assisting the Utility staff with technology issues;

WHEREAS, the Purchasing Department provides the Utility Department with services funded by the General Fund, including aiding in the procurement process related to purchase orders and requests for purchase; managing requests for bids; performing contract awards and due diligence; and maintaining contracts;

WHEREAS, the Planning Department provides the Utility Department with services funded by the General Fund, including locating water and sewer lines; regulating new water meter services to commercial development and residential subdivision development; assigning addresses to new accounts; and assisting in processing payment for water bills;

WHEREAS, the Facilities Department provides the Utility Department with services funded by the General Fund, including providing support to the Waste Water Treatment Plant, the North and South Water Plants, Utilities Operations and Utilities Billing; and providing equipment electrical repair, installation and maintenance and aiding in general construction projects for the Utility Department as needed;

WHEREAS, the Fleet Department provides the Utility Department with services funded by the General Fund, including managing and maintaining fleet vehicles, including assisting in overall preventative maintenance and repairs and maintaining state inspections and renewals;

WHEREAS, the Streets Department provides the Utility Department with services funded by the General Fund, including assisting with the reconstruction of roads, streets, alleys and right-of-ways due to water and sanitary sewer line breaks, sanitary sewer manhole failures, infrastructure trench failures, and new construction; and providing materials, labor and equipment to complete necessary repairs;

WHEREAS, the Organizational Department provides the Utility Department with services funded by the General Fund, including paying staff membership and dues to organizations aiding city operations; paying for audit fees and professional services; and participating in community outreach;

WHEREAS, the Media Department provides the Utility Department with services funded by the General Fund, including answering press inquiries regarding Utility information or concerns; writing press releases and news reports about Utility programs; monitoring media coverage and photograph specific programs requiring media coverage or promotion; preparing public service announcements related to the Utility Department services;

WHEREAS, the Legal Department provides the Utility Department with services funded by the General Fund, including reviewing and preparing contracts; researching legal implications of various issues and concerns; drafting resolutions, ordinances, and other agenda items;

WHEREAS, the Fire Department provides the Utility Department with services funded by the General Fund, including conducting annual testing of all the city water hydrants and helping maintain water flow;

WHEREAS, the Police Department provides the Utility Department with services funded by the General Fund, including traffic control services during water system repairs; reporting water leaks, lift station alerts or damages to the water system and dispatch personnel and inform Utility Department about water system emergencies;

WHEREAS, an analysis revealed that the value of the administrative services provided by the City of Mission to the Utility Department represent ten percent (10%) of the General Fund;

WHEREAS, transfers to the General Fund from the Utility Fund reflect payments for these services as administrative fees a privately-owned utility would otherwise have to pay for the services received; and

WHEREAS, the administrative fees constitute no portion of funds received by the Utility Department of the City of Mission from the Economically Distressed Areas Program;

NOW THEREFORE, BE IT RESOLVED by the City Council of Mission, Texas, that the following policy guidelines regarding operating transfers for administrative fees from the Utility Fund is hereby adopted:

The City shall budget annually an Administrative Fee from the Utility Fund that represents payment for the services provided to the Utility Department and funded out of the City's General Fund. The Administrative Fee shall be in an amount equal to 10% of the General Fund budget and shall be paid out of Utility Fund revenue, excluding any funds received by the Utility Department from the Economically Distressed Areas Program. The Administrative Fee shall be reported as a transfer out of the Utility Fund and as a transfer into the General Fund.

Approved on this the 20th day of May, 2019.

Dr. Armando O'caña, Mayor

ATTEST:

Anna Carrillo, City Secretary





CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Andy Garcia, Assistant City Manager
AGENDA ITEM: Approval of Purchasing Department P-Card Program Policies and Procedures Policy as an addendum to the City of Mission Procurement Manual – A. Garcia

NATURE OF REQUEST:

Approval to implement the attached P-Card Program Policies and Procedures Manual as an addendum to our current Procurement Manual. P-Card is a commercial credit card that facilitates business-to-business purchases. A P-Card streamlines the payment process, reduces administrative costs, increases operational efficiency by reducing the time required to procure goods and services, and will generate annual revenue in the form of a rebate. The purpose of this program is to establish policies and procedures regarding the proper use of the P-Card including restrictions and the roles and responsibilities of the program users. Purchases made under the P-Card program shall be made in compliance with this Manual and applicable laws, rules, and regulations.

BUGETED: _____ **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 *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



CITY OF MISSION

P-Card Program Policies and Procedures Manual

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P-CARD PROGRAM POLICIES AND PROCEDURES MANUAL

I. INTRODUCTION

The purpose of the P-Card Card (P-Card) Program Policies and Procedures Manual (Manual) is to establish the policies and procedures regarding the proper use of the P-Card including restrictions and the roles and responsibilities of program users.

Purchases made under the P-Card program shall be made in compliance with this Manual and applicable laws, rules, and regulations.

II. P-CARD CARD PROGRAM OVERVIEW

The P-Card Program was adopted by the City Council on September, 23, 2024. The P-Card program is designed to acquire goods and services more efficiently, reducing transaction costs and paperwork. It allows to track spending and data transparency on purchases less than \$999.99 with a rebate program that benefits the City of Mission.

The P-Card Card simplifies the purchasing and disbursement process by facilitating point-of-demand P-Card. Purchasing authority is delegated to the ordering department enabling the authorized cardholder to place an order directly with the vendor. When a purchase authorization is requested by the vendor, the Card System validates the transaction against pre-set limits established by the City. All purchases made with the P-Card shall be paid by the banking institution contracted by the City of Mission for the P-Card Card Program.

All transactions are approved or declined instantaneously based on the following P-Card authorization criteria:

- Single purchase limit not to exceed \$999.99
- Spending limit per month shall be \$5,000.
- Transactions not to exceed five (5) per day
- Approved commodity code Merchant Category Codes (MCC) templates assigned to all credit cards.

All P-Card transactions are subject to random and periodic review by both internal and external auditors. Failure to comply with this Manual shall result in disciplinary action and removal of P-Card privileges. It is understood that policy violations will be issued by the Purchasing Department, for which cardholders will be allowed no more than three (3) purchasing violations resulting in disciplinary action up to termination.

II. P-CARD CARD PROGRAM OVERVIEW Continued:

Any exceptions or deviations to this manual must be approved by the City Manager, or their designed representative, and will be given on an individual basis and a copy of that written exception must be kept with the supporting documentation for that purchase.

III. ROLES AND RESPONSIBILITIES

The P-Card Program shall be administered under the following roles:

- A. Program Administrator
- B. P-Card Card Accountant
- C. Department Head
- D. Department Liaison
- E. Cardholder

Any of the above roles may serve as a card holder. However, each of these dual roles shall have appropriate internal controls to ensure that the authorization, custody, and reconciliation functions are independent.

A. PROGRAM ADMINISTRATOR

The Purchasing Division of the Finance Department, as Program Administrator, oversees the P-Card program. The Purchasing Division Head has the authority to delegate administrator responsibilities within its department. The Finance Department shall serve as a secondary Program Administrator where the Finance Department Head also has the authority to delegate administrator responsibilities within its department. Delegated Program Administrator(s) are not authorized cardholders. The Program Administrator shall be responsible for providing guidance on proper use of P-Card, policy updates, policy implementation, interpretation and establishing hierarchy of department account structure. Program Administrator shall review and process P-Card Card Program Cardholder and Department Liaison Applications and P-Card Card Program Cardholder and Department Liaison Agreements and conduct program trainings. The Program Administrator is responsible for adding, updating, and removing program users as necessary. All communication regarding p-card program including new application submittals, setting up new program users, p-card deactivation, inquiries, disputes, verification of transitions, etc., shall be sent to p-cardprogram@missiontexas.us.

B. P-CARD CARD ACCOUNTANT

The Finance Department shall set forth the responsibilities for one (1) or more persons as P-Card Accountant. The P-Card Accountant shall be completely knowledgeable in every aspect of the P-Card card policies and procedures manual. The P-Card Accountant is the first point of contact for questions in respect to reconciliation, and correcting account codes. P-Card Accountant shall be responsible for the training of all Department Liaisons and Cardholders in generating reports, statements, and reconciliations. P-

Cardaccountant shall generate a P-Card Schedule , providing reconciliation deadlines and other pertinent dates, and make it available to all P-Card program participants annually.

C. DEPARTMENT HEAD

Department Heads are responsible for ensuring compliance with the P-Card Program Policies and Procedures Manual. Department Heads shall designate cardholders within their respective department. Department Heads shall ensure to assign and maintain a Department Liaison at all times. Department Heads shall approve final P-Card transaction activity by reviewing and signing all Detail Expense Reports as per the P-Card Schedule.

D. DEPARTMENT LIAISON

Department Liaison shall be selected by their respective Department Head. Each Department Head shall assign one (1) or more active Department Liaisons. Department Liaisons are responsible for ensuring compliance with the p-card policies and procedures manual. If questions or issues should arise concerning the program, the Department Liaison shall be the first person that cardholders shall make contact with. The Department Liaison shall then answer the question(s), correct the issue, or, if necessary, refer the question or issue to the Program Administrator.

DEPARTMENT LIAISON RESPONSIBILITIES:

- Maintain all documentation for the P-Card activities within their department.
- Review and approve cardholder transaction activity as per the P-card Schedule.
- Reconcile Detail Expense Report, assign account code to transactions, and assure submittal of report to P-Card Accountant according to P-Card Schedule. (See Appendix A for Instructions for Submittal of Cardholder's Transactions.)
- If account code access is needed, liaison shall contact the P-Card Accountant in writing.
- Notify Department Head immediately of any purchase violations
- Ensure that Department Head and Program Administrator are notified of lost or stolen cards within twenty-four (24) hours or next business days of loss or theft.
- Notifying Program Administrator within three (3) business days of employee separation, employee transfer, or loss of p-card privileges. Must collect and hand deliver P-Card for cancellation to Program Administrator.
- Assist with disputes not resolved by Cardholder.
- Inform the Program Administrator and Department Head of any unresolved disputes.
- Ensure that all P-Card card reports are signed by Department Head and/or designated representative.
- Attend all mandatory P-Card training

E. CARDHOLDER

Cardholders shall be selected by their respective Department Head. City employees selected as a Cardholder shall use the P-Card as a primary resource for daily purchases of authorized goods and services in strict compliance with the Purchasing & Contracting Policies and Procedures Manual. P-Card shall only be used for legitimate City business purposes. P-Cards will be issued in the name of the individual employee and the corresponding City of Mission Cardholder must be assigned to a Department Liaison selected by their respective Department Head.

CRITERIA TO RECEIVE A P-CARD CARD:

1. Applicant must be a full-time employee of the City of Mission
2. Employee is required to comply with the P-Card Policies and Procedures Manual and pass the online exam with a minimum score of 90. Employee shall submit test results with their P-Card Program Cardholder Application. After three (3) failed attempts, employee will be ineligible to become a cardholder.
3. Employee shall submit the P-Card Card Program Cardholder Agreement and P-Card Card Program Cardholder Application to p-cardprogram@missiontexas.us.

CARDHOLDER RESPONSIBILITIES:

- Use the P-Card within its purchase limits and restrictions.
- Attend all mandatory P-Card Card training
- Ensure that Sales Taxes are not charged (cardholder is responsible for obtaining reimbursement of sales tax to p-card)
- Ensure that City of Mission's Standard Insurance Requirements are met before services are rendered (Insurance Requirements are located in the City of Mission's Intranet → Dept. Pages → Purchasing & Contracting → Other Documents.)
- Never accept cash, gift cards, or gift certificates in lieu of credit to the P-Card.
- Maintain the P-Card in a secure location at all times.
- Ensure that all items are received and follow up with vendors to resolve any delivery problems, order discrepancies, or issues involving damaged items.

CARDHOLDER RESPONSIBILITIES continued:

- Obtain detail and legible itemized receipts.
- Resolve disputes or billing errors with the vendor within thirty (30) calendar days of p-card transaction receipt and notify Department Liaison.
- Obtain and reconcile all invoices/receipts against Detailed Expense Report and submit weekly to Department Liaison along with receipts as per the P-Card Schedule. (See Appendix A for Instructions for Submittal of Cardholder's Transactions.)
- Responsible for creating online profile and enabling alert function for Fraud Notification via the program's website immediately after receiving P-Card.
- Report/notify fraudulent activity and/or lost or stolen P-Card to 1) P-Card Provider via phone (phone number found in back of P-Card); 2) Department Liaison in writing; and 3) Program Administrator via email at p-cardprogram@missiontexas.us.
- Processing of all invoices/receipts as per the P-Card Schedule provided by P-Card Accountant.
- Request a new P-Card from Program Administrator and turn-in existing P-Card within thirty (30) calendar days of employee legal name change (i.e.: marriage, divorce, etc.).
- Return P-Card to Department Liaison immediately upon employee transfer, separation of employment, or loss of p-card privileges

IV. PROHIBITED USES OF P-CARD CARD

The items listed below are prohibited purchases.

PROHIBITED ITEMS:

- Alcoholic beverages or any illegal substance, material, or services
- Credit Card processing fees over a set fee of \$5.00 per transactions
- Employee gifts (i.e. birthday cakes, flowers, etc.)
- Entertainment acts/artists/performers (i.e., DJ, bands, public speakers, comedians)
- Food and/or drinks for employee department staff meetings
- Fuel
- Gift cards
- Kitchen Appliances (i.e. microwaves, refrigerators, coffee maker, water coolers)
- Meals for business and/or travel-related
- Personal items and services

PROHIBITED ITEMS continued:

- Professional Services (i.e. architect, engineering or appraisals)
- Giveaways for a city-sponsored event.
- Corporate or dignitary gifts.
- Retirement parties, luncheons, or dinners
- Sponsorship(s)/donation(s)
- Travel expenses, except as otherwise stated herein (Section V.)
- Purchase of products and/or services currently under contract, unless specifically approved and/or instructed by the Purchasing & Contracting Director.

V. GENERAL INFORMATION**A. REWARDS, POINTS AND P-CARD PERKS**

Many vendors such as Best Buy, Amazon, Sam's and others have implemented incentive programs such as "rewards points/dollars" to further attract additional business. While registration and participation in vendor incentive programs is allowable, it is important to note that these rewards or incentives are property of the City of Mission and may only be used for official business purposes. The P-Card is used to acquire products and services intended for the City's use. Cardholders must be aware that any reward points or other incentives are not for personal use or private gain. The points or incentives must be used for future City purchases or to benefit the Cardholder's department

B. CREDIT LIMIT INCREASES

Request for permanent P-Card credit limit increase requires a new P-card application. Temporary credit limit increases may be requested via email to p-cardprogram@missiontexas.us and must provide the reason and duration of the increase subject to approval by Program Administrator. Both permanent and temporary increases must be approved by the cardholder's Department Head. Requests for permanent increases of over \$5,000 must be approved in writing by the City Manager or their designated representative.

C. TAX EXEMPTION

The City of Mission, as a governmental entity, is exempt from paying state sales tax. The City's tax-exempt number is printed on each P-Card. All cardholders and approvers are responsible for assuring that sales and use tax is not charged on P-Card transactions. If taxes are charged, it is the cardholder's responsibility to request a refund to be applied on the P-Card within thirty (30) calendar days of transaction receipt. Under the circumstance sales tax cannot be refunded, the card holder will be personally responsible for reimbursing the city via payroll deduction.

D. TRAVEL

All P-card program users must follow the City's Travel Policy. The P-card may only be used for pre-approved airline (including luggage) and lodging reservations. The single transaction limit is \$999.99. Departments shall not make reservations through a third-party booking agency, but rather directly with the airline/hotel company. Coach or discount class must be used for all travel.

The original passenger air travel coupon or e-ticket equivalent is required for documentation. P-Card card transactions without supporting documentation shall not be allowed. Please note that meals and or fuel for city or private vehicles, are not to be paid with the P-card if scheduled or identified in advance to travel and submitted for approval on the Advance Travel Request Form. These items will be issued through an advance check or reimbursement as per Travel Policy.

E. CONFERENCE REGISTRATION

Cardholders may pay conference registration fees (including webinars) for employee(s) within their department. Transactions must be pre-approved by their Department Head and Purchasing Division via Advance Travel Request Form (see Travel Policy).

F. SPLIT OR SEQUENTIAL PURCHASES

Split purchases are when a cardholder makes a purchase greater than \$999.99 and pays for the item(s) in separate payments of less than \$999.99 over an interval of time. Split purchases are also considered when multiple employees from the same department purchase items for the same project for the same vendor (or similar vendor) to avoid the P-Card requirements. Split purchases to avoid P-Card requirements and/or to circumvent p-card single transaction limits is grounds for disciplinary actions. Transaction payments cannot be paid with a combination of both the P-Card and a PO. All P-Card transactions shall not be for partial payments. See Purchasing and Contracting Policies and Procedures Manual for more information on split purchases.

G. FOOD AND BEVERAGE

The purchase of food and beverages is allowed when hosting an outside speaker, convention, multiple department activity/training, meals for City Council Meetings, and other committees as designated by City Council and special events (i.e. 5k runs, clean-up events). Emergency situations are also exempt (i.e. hurricane threat, fire threat, waterline break, etc.).

G. FOOD AND BEVERAGE Continued:

The purchase of water and sports drinks such as Gatorade or Powerade are allowed. The consumption of it is limited to field/uniform employees only. Field and uniform employees are considered as defined in the Human Resources personnel dress code policy.

H. LOST OR MISPLACED RECEIPT(S)

If a receipt is lost, destroyed, or misplaced, Cardholder must first contact the vendor to request another copy of the receipt. If the vendor is unable to supply a new receipt, Cardholder must document occurrence in the P-Card software Portal. In addition, a memo of record signed by Department Head must accompany the Detail Expense Report. Memo must document items purchased, make notes about the loss of the receipt, and the steps taken to obtain new one. The memo of record is not meant to be used in lieu of a receipt issued by a vendor and shall only be used when all other options have been exhausted.

I. DISCREPANCIES AND DISPUTE PROCEDURES**1. Billing Errors and Disputes**

Occasionally, billing errors and disputes may occur. For example, sales tax was charged for a transaction, failure to receive goods or services, defective merchandise, incorrect amounts, duplicate charges, credits not processed. If there is a billing error or discrepancy, the Cardholder must contact the vendor (by phone, via email, or in person) within 24 hours of p-card transaction receipt to resolve or issue a credit against the Cardholder's account.

If the cardholder is unable to reach a resolution or agreement with the vendor, Cardholder must contact P-Card Provider by phone and provide explanation for the disputed transaction and within 24 hours submit written information as requested.

I. DISCREPANCIES AND DISPUTE PROCEDURES Continued:**2. Fraud**

A fraudulent charge is defined as a charge not initiated by the Cardholder. When unauthorized or fraudulent charges appear on the Detailed Expense Report, the Cardholder must immediately contact P-Card Provider by phone to resolve.

If a transaction appears on the Detailed Expense Report as an error or a disputed charge, this should be noted and highlighted in the Report until the issue is resolved.

J. INFORMATION TECHNOLOGY RELATED ITEMS

The purchase of Information Technology (IT) related items will require written approval from the Information Technology Director or his/her designated representative. Written approval must be obtained prior to date of purchase and uploaded on the P-Card Software Portal.

K. ONLINE PURCHASES

The City of Mission has authorized the use of the P-Card Card for online purchases.

Often online vendors have specific guidelines that must be followed in order to do business with them.

If cardholder must create a login in order to make an online purchase, the account created must be associated with a City email address. The card or account information created for the purchase should never be associated with a personal email or login. Additionally, all purchases must be shipped to a City facility/building address

All online purchases must be made from a trusted source which uses encryption to send data. Avoid making purchases through an open public network (Wi-Fi). All online transactions must be made on an approved City device (computer, tablet, or smart device) and when connected through the City's network. In addition, all online accounts must be registered with a valid City email account. Set strong passwords. Only use websites whose sites begin with "https" and not those with "http". An icon of a locked padlock will appear, typically to the left of the URL in the address bar or status bar depending on browser. Refer to Acceptable Use Policy (AUP) for requirements on accessing city devices and networks.

The P-card account number shall not be stored on any websites, internet browsers, or mobile applications for the purpose of saving account information.

Other data such as social security numbers or birth dates should not be shared on websites.

L. ONLINE PURCHASES Continued:

Conduct an online research of new online merchants prior to making a transaction. Ensure that website contains an “About Page” and “Contact Page” with information in addition to an e-mail address or phone number. Ensure that an address of where the company operates from is listed. Many websites originate from foreign countries. Verify the website and check the warranty offered on products ordered.

M. SAFEGUARDING PRACTICES

The tips below are intended to help protect cardholder’s p-card and accounts:

- Maintain P-Card in a secure location at all times.
- Monitor and verify transactions made on P-Cards assigned to subordinate personnel.
- Do not give p-card account number to anyone over the phone unless confirmed that it is a reliable source.
- Draw a line through any blank spaces on the receipt (e.g. space on receipt providing an option to leave a tip).
- Timely review p-card transactions and reconcile all receipts to help identify and reduce fraud (daily is preferred) even if you did not make any purchases. This will help identify and reduce fraud.
- Protect PIN and account passwords. Do not share your personal identification number (PIN); set strong passwords in compliance with Acceptable Use Policy (AUP).

N. DOCUMENTS AND FORMS

- The Purchasing Division may modify any of the following forms in the Appendices referenced hereto to ensure proper compliance with P-Card procedures and policies:
 - Appendix A: INSTRUCTIONS FOR SUBMITTAL OF CARDHOLDER'S TRANSACTIONS
 - Appendix B: PURCHASING & CONTRACTING P-CARD CARD PROGRAM CARDHOLDER APPLICATION
 - Appendix C: P-CARD CARD PROGRAM CARDHOLDER AGREEMENT
 - Appendix D: PURCHASING & CONTRACTING P-CARD CARD PROGRAM DEPARTMENT LIAISON APPLICATION
 - Appendix E: PURCHASING & CONTRACTING P-CARD CARD PROGRAM DEPARTMENT LIAISON AGREEMENT

APPENDIX "A"



INSTRUCTIONS FOR SUBMITTAL OF CARDHOLDER'S TRANSACTIONS

All purchasing card transactions and the Detail Expense Report will be submitted to the P-Card Accountant weekly per P-card Schedule.

Cardholders/Liaisons are required to update transaction activity on CitiManager → Expense Management by coding all transactions to the correct general ledger expenditure account, class item code, completing the expense description, review and approve of the transaction. All weekly transactions are based on "**posting date**" and not "transaction date". Department heads are to review and approve all transactions activity prior to submittal of the reports to the Finance Department.

Requirements for Detail Expense Reports submitted to Finance Department:

- **Documents required:**
 - Detail Expense Report generated on CitiManager → Expense Management
 - Original itemized invoice/receipt for each transaction that lists detail of item(s) purchased or service(s) provided and "Sold to:/Bill to" lists City of Mission (i.e. City of Mission Parks & Recreation) where applicable.
 - Cardholder must submit cooperative documentation where applicable.
 - Information Technology (IT) written approval for computer hardware and software purchases. Approval must be dated prior to transaction date.
 - Written approval from City Manager or designated representative for prohibited commodities.
 - Receipts or documentation smaller than letter size paper must be taped to a letter size paper. Do not highlight or tape over information on receipts that are printed on thermal paper, as the information will be unreadable (blacked-out) within time.
- After updating cardholder's Transaction Detail on CitiManager → Expense Management, print the Detail Spend Analysis by Account Report and attach all cardholder transaction documentation. This report must be printed according to the P-Card Schedule.

APPENDIX “A” INSTRUCTIONS FOR SUBMITTAL OF CARDHOLDER'S TRANSACTIONS Continued:

- Cardholder must sign and date the Detail Expense Report, attach all invoices/receipts and forward along with support documentation to Liaison for review.
- Liaison must sign and date the Detail Expense Report and forward with support documentation to Department Head for final approval. Once approved, Department Head must sign and date the Detail Expense Report.
- After approval, the Detail Expense Report and supporting documentation will be delivered to the Finance Department. Department Liaison shall retain copies/scan all documentation for the department's records.

These instructions may be updated periodically and will be provided to all departments.

APPENDIX "B"



CITY OF MISSION

PURCHASING & CONTRACTING P-CARD CARD PROGRAM CARDHOLDER APPLICATION

Application must be properly filled out in its entirety and contain original or electronic signatures from both Employee and Department Head. Each application form should contain only one (1) employee selected by the Department Head. Incomplete forms shall be considered void and will be discarded.

Legal Name of Employee designated as Cardholder (print): _____

Employee's City of Mission I.D. #: _____

Employee's Position/Title: _____

Employee's City Email Address: _____

Employee Signature: _____

Date

Monthly P-Card Limit: **\$5,000**

Department Submitting Request: _____

Type/Print Department Name

Department Telephone Number: (956) _____ - _____

Name of Department Head submitting application: _____

Type/Print Department Head Name

Department Head's Signature: _____

Date

Purchasing Use Only P-Card Card Program

Administrator:

Signature: _____

Name: _____

Title: _____

Date: _____



APPENDIX "C" CITY OF MISSION

P-CARD CARD PROGRAM CARDHOLDER AGREEMENT

By participating in the City of Mission’s P-Card Card Program as a Cardholder, you assume responsibilities pertaining to the operation and administration of the P-Card Program.

These responsibilities include but are not limited to the following:

1. The P-Card is to be used for official City business expenditures only. The P-Card may only be used under the parameters and procedures established for the P-Card Program which are detailed in the P-Card Card Policies and Procedures Manual. The P-Card MAY NOT be used for any personal purchases, business entertainment purposes, or cash transactions (e.g. withdraw a credit balance or cash advance from an ATM).
2. The P-Card will be issued in your name. The P-Card may be delegated for use by subordinate personnel, however, cardholder will remain liable and responsible for any and all transactions. By accepting the Card, you assume responsibility for the Card and will be responsible for all charges made with the Card. You authorize the City to deduct wages for the total amount of an unallowed P-Card transaction and to collect any amounts owed even upon termination of employment.
3. The P-Card must be maintained with the highest level of security. If the Card is lost or stolen, or if you suspect the Card or Account Number has been compromised, you agree to immediately notify the P-Card Provider, your Department Liaison, and the Program Administrator.
4. For each weekly reporting period (according to the P-Card Schedule) you must verify and reconcile all the account activity associated with the P-Card against the Detailed Expense Report. This activity will include purchases and credits posted during the billing period. If you do not follow the procedures, your card and cardholder privileges will be revoked, and result in disciplinary action up to termination.
5. Cardholder Accounts are subject to periodic internal control review and audits designed to protect the interests of the City. By accepting the P-Card, you agree to comply with these reviews and audits.
6. Policies and procedures related to the P-Card Card Program may be updated or changed at any time. The Purchasing Department will promptly notify you of these changes.

You agree to surrender and cease use of the P-Card upon termination of employment, upon transfer to another City Department. You may also be asked to surrender the P-Card at any time deemed necessary by the City. Prohibited, misuse, or fraudulent use of the Card may result in disciplinary actions up to termination and may also be subject to criminal prosecution.

Employee Acknowledgement: By signing below, I acknowledge that I have read both the P-Card Card Policies and Procedures Manual, the Cardholder Agreement and agree to the terms and conditions of these documents. I certify that as a participating Cardholder of the City of Mission’s P-Card Card Program, I understand and assume the responsibilities listed above.

Employee Signature

Program Administrator Signature

Name (Print)

Name (Print) & Title

Date

Date



APPENDIX "D" CITY OF MISSION

PURCHASING & CONTRACTING P-CARD CARD PROGRAM DEPARTMENT LIAISON APPLICATION

Application must be properly filled out in its entirety and contain original or electronic signatures from both Employee and Department Head. Each application form should contain only one (1) employee selected by the Department Head. Incomplete forms shall be considered void and will be discarded.

Name of Employee designated as Department Liaison (print): _____

Employee's City of Mission I.D. #: _____ DOB: _____

Employee's Position/Title: _____

Employee's City Email Address: _____

Employee Signature: _____ Date _____

Department Submitting Request: _____
Type/Print Department Name

Department Telephone Number: (956) _____ - _____

Name of Department Head submitting application: _____
Type/Print Department Head Name

Department Head's Signature: _____ Date _____

Purchasing & Contracting Use Only P-Card

Card Program Administrator:

Signature: _____

Name: _____

Title: _____

Date: _____

APPENDIX "E"



CITY OF MISSION

PURCHASING & CONTRACTING
P-CARD CARD PROGRAM DEPARTMENT LIAISON AGREEMENT

By participating in the City of Mission's P-Card Card Program as a Department Liaison, you assume responsibilities pertaining to the operation and administration of the P-Card Card (P-Card) Program.

Employee Acknowledgement:

By signing below, I acknowledge that I have read both the Purchasing and Contracting Policies and Procedures Manual and the P-Card Card Policies and Procedures Manual and agree to the terms and conditions of this document. I certify that I understand and assume the responsibilities assigned to me as a Department Liaison.

Employee Signature

Title

Name (Print)

Date

P-Card Card Program Administrator:

Signature: _____

Name: _____

Title: _____

Date: _____



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14,2024
PRESENTED BY: Michael Fernuik, Golf Director
AGENDA ITEM: Authorization to award bid for the Shary Golf Course Pre-Fabricated Maintenance Building in the amount of \$125,803.00 and approval of respective budget amendment - M. Fernuik

NATURE OF REQUEST:

The City of Mission has accepted and opened 7 bid responses for the provision and construction of a pre-fabricated maintenance building at Shary Golf Course. This bid included the cost of (1) a pre-fabricated maintenance building, (2) labor and materials to erect the building, (3) site work (e.g. concrete pad, site prep, etc.), and (4) optional installation of insulation on the pre-fabricated building's inner roof. The contractor will be given 120 days to complete the project after receipt of the pre-fabricated building. Staff recommends awarding bid to JAX Construction, who is the lowest responsible bidder meeting all specifications. BID #24-680-09-25

BUGETED: Yes FUND: 2018 CO ACCT. #: 75-415-74900
BUDGET: \$0 EST. COST: \$125,803 CURRENT BUDGET BALANCE: \$125,803

BID AMOUNT: \$ 125,803.00

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval MRP

RECORD OF VOTE: APPROVED:
DISAPPROVED:
TABLED:

AYES
NAYS
DISSENTING



24-680-09-25 / Construction of a Pre-Fabricated Maintenance
 BID NAME/NUMBER: Building at Shary Municipal Golf Course

OPEN DATE: September 25, 2024 2:00 PM CS

BIDDER:			Cost of a Pre-Fabricated Maintenance Building at Shary Municipal Golf Course		Cost for Installation of Pre-Fabricated maintenance Building at Shary Municipal Golf Course		Cost of Slab & Sitework	Total Base Amount	Alternate	Cost of Roof Insulation	Total Base Amount + Alternate
			Bid Price		Bid Price						
Vendor Name: Araiza General Construction Street address: 480-B N. Sam Houston Blvd. City, State: San Benito, TX 78586 Phone: (956) 266-1766 Fax: Contact: Eduardo Araiza Email: alexis@araizagc.com	Bid Price Addendums? Bid Bond? Construction Days		\$105,151.47		\$34,949.42		\$119,689.79	\$259,790.68		\$7,979.32	\$267,770.00 None Yes 120 Calendar Days
Vendor Name: Play RGV, LLC. Street address: 824 E. Exp 83 City, State: La Joya, TX 78560 Phone: (956) 585-5993 Fax: Contact: Jerry Cavazos Email: playrgvllc@hotmail.com	Bid Price Addendums? Bid Bond? Construction		\$110,917.64		\$55,300.00		\$102,928.76	\$269,146.40		\$9,550.00	\$278,696.40 None Yes 120 Calendar Days
Vendor Name: JAX Construction Street address: 1911 Cir. Lane City, State: Mission, TX 78572 Phone: (956) 252-9952 Fax: Contact: Susana Rios, Admin Email: zactexlawncare@gmail.com	Bid Price Addendums? Bid Bond? Construction		\$65,270.00		\$15,400.00		\$42,133.00	\$122,803.00		\$3,000.00	\$125,803.00 None Yes 210 Calendar Days



24-680-09-25 / Construction of a Pre-Fabricated Maintenance
 BID NAME/NUMBER: Building at Shary Municipal Golf Course

OPEN DATE: September 25, 2024 2:00 PM CS

BIDDER:			Cost of a Pre-Fabricated Maintenance Building at Shary Municipal Golf Course	Cost for Installation of Pre-Fabricated maintenance Building at Shary Municipal Golf Course	Cost of Slab & Sitework	Total Base Amount	Alternate	Cost of Roof Insulation	Total Base Amount + Alternate
Vendor Name:	Southern Post Construction, LLC.								
Street address:	2209 N. 23rd St.	Bid Price	\$62,545.73	\$35,182.49	\$114,961.38	\$212,689.60		\$8,271.77	\$220,961.37
City, State:	McAllen, TX 78501	Addendums?							None
Phone:	(956) 800-4344	Bid Bond?							Yes
Fax:		Construction							120 Calendar Days
Contact:	Charles Cavazos, Pres.								
Email:	info@sprgqv.com								
Vendor Name:	SLR Building Contractors								
Street address:	604 Hackberry Ave.	Bid Price	\$84,000.00	\$18,500.00	\$85,000.00	\$187,500.00		\$9,500.00	\$197,000.00
City, State:	Mission, TX 78574	Addendums?							None
Phone:	(956) 822-1299	Bid Bond?							Yes
Fax:		Construction							100 Calendar Days
Contact:	Judith Ponce								
Email:	info@tunoallinone.com								
Vendor Name:	Kimber 1985, LLC.								
Street address:	302 S. Taylor Rd.	Bid Price	\$145,700.00	\$25,600.00	\$80,500.00	\$251,800.00		\$3,200.00	\$255,000.00
City, State:	Mission, TX 78572	Addendums?							None
Phone:	(956) 606-4436	Bid Bond?							Yes
Fax:		Construction							120 Calendar Days
Contact:	Josh Belgum								
Email:	joshb@kimber1985.com								



24-680-09-25 / Construction of a Pre-Fabricated Maintenance
 BID NAME/NUMBER: Building at Shary Municipal Golf Course

OPEN DATE: September 25, 2024 2:00 PM CS

BIDDER:			Cost of a Pre-Fabricated Maintenance Building at Shary Municipal Golf Course	Cost for Installation of Pre-Fabricated maintenance Building at Shary Municipal Golf Course	Cost of Slab & Sitework	Total Base Amount	Alternate	Cost of Roof Insulation	Total Base Amount + Alternate
Vendor Name:	Stone Construction, LLC.	Bid Price	\$69,229.69	\$31,561.32	\$66,801.32	\$167,592.33		\$6,500.00	\$174,092.33
Street address:	2006 Cassandra St.	Addendums?							None
City, State:	Mission, TX 78572	Bid Bond?							Yes
Phone:	(956) 888-0349	Construction Days							120 Calendar Days
Fax:									
Contact:	Cristina Guevara								
Email:	CristinaGuevara100@yahoo.com								

Apparent Low Bidder: JAX Construction

Note: *Stone Construction found unresponsive, they failed to provide all required documents*

24-680-09-25 / Construction of a Pre-Fabricated Maintenance

BID NAME/NUMBER: Building at Shary Municipal Golf Course



OPEN DATE: September 25, 2024 2:00 PM CST

Vendor Name:	Araiza General Construction, LLC.	Play RGV, LLC.	JAX Construction	Southern Post Construction, LLC.	SLR Building Contractors, LLC.
Street address:	480-B N. Sam Houston Bl	824 E. Exp 83	7021 Mile 7-1/2 Rd.	2209 N. 23rd St.	1803 S. Cesar Chavez Rd.
City, State:	San Benito, TX 78586	La Joya, TX 78560	Mission, TX 78573	McAllen, TX 78501	Edinburg, TX 78542
Phone:	(956) 266-1766	(956) 585-5993	(956) 789-0246	(956) 800-4344	(956) 383-8194
Fax:		(956) 585-3723			
Contact:	Eduardo Araiza	Jerry Cavazos	Jamie Schach	Charles Cavazos, Pres.	Stephanie L. Renteria
Email:	alexis@araizagc.com	playrgvllc@hotmail.com	jaxconstructionrgv@yahoo.com	info@spcrgv.com	s.renteria@slrbc.com

DESCRIPTION of FORMS:						
	Solicitation Signed	Yes	Yes	Yes	Yes	Yes
	Terms & Conditions Included	Yes	Yes	Yes	Yes	Yes
	Sub-Contractor List	Yes	Yes	Yes	Yes	Yes
	Non-Collusive	Yes	Yes	Yes	Yes	Yes
	Pricing Schedule	Yes	Yes	Yes	Yes	Yes
	Contractor Site Visit	Yes	Yes	Yes	Yes	Yes
	Addenda(s)	None	None	None	None	None
	Gen. Business Questionare	Yes	Yes	Yes	Yes	Yes
	References	Yes	Yes	Yes	Yes	Yes
	Bid Bond	Yes	Yes	Yes	Yes	Yes
	CIQ					
	Debarment					

BID NAME/NUMBER:



OPEN DATE:

Vendor Name:	Kimber 1985, LLC.	Stone Construction, LLC.
Street address:	302 S. Taylor Rd.	2006 Cassandra St.
City, State:	Mission, TX 78572	Mission, TX 78572
Phone:	(956) 606-4436	(956) 888-0349
Fax:		
Contact:	Josh Belgum	Cristina Guevara
Email:	joshb@kimber1985.com	cristinaguevara100@yahoo.com

DESCRIPTION of FORMS:			
	Solicitation Signed	Yes	Not Included
	Terms & Conditions Included	Yes	Parial
	Sub-Contractor List	Yes	No
	Non-Collusive	Yes	Yes
	Pricing Schedule	Yes	Yes
	Contractor Site Visit	Yes	Yes
	Addenda(s)	None	None
	Gen. Business Questionare	Yes	Yes
	References	Yes	Yes
	Bid Bond	Yes	Yes
	CIQ		
	Debarment		

CITY OF MISSION BUDGET AMENDMENT REQUEST

FISCAL YEAR: 2024-2025
DATE: October 14, 2024
DEPARTMENT: Capital Projects
FUND: 2018 Co

BA-25-05

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE (DECREASE)	PROPOSED BUDGET
75-415-74900	Building Additions & Renovation	-	125,803.00	125,803.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL		-	125,803.00	125,803.00

JUSTIFICATION

Budget amendment is necessary to allocate funding for the provision and construction of a pre-fabricated maintenance building at Shary Golf Course funded by the 2018 CO Bond.

Finance Director: Vidal Roman

Date: 10/14/2024

City Council Approved on: _____

Date Posted: _____



**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: October 14, 2024
PRESENTED BY: Susana De Luna, Planning Director
AGENDA ITEM: TABLED 09/23/2024: Rezoning: A 2.44 acre tract of land out of the 7.8 acres out of the Fernandez Strip out of Porcion 52, from (R-2) Duplex-Fourplex Residential to (C-3) General Business, Sandra Tamez, and Adoption of Ordinance#____ - De Luna

NATURE OF REQUEST:

On September 4, 2024, the Planning and Zoning Commission held a Public Hearing to consider the rezoning request. The subject site is located approximately 1, 660’ South of Mile One South Road along the west side of S. Inspiration Road. There was no public opposition during the P&Z Meeting. The board unanimously recommended Approval.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Denial

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager’s Recommendation: Denial *MRP*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A REZONING A 2.44 ACRE TRACT OF LAND OUT OF THE 7.8 ACRES
OUT OF THE FERNANDEZ STRIP OUT OF PORCION 52, (R-2) DUPLEX-
FOURPLEX RESIDENTIAL TO (C-3) GENERAL BUSINESS**

WHEREAS, the City Council of the City of Mission finds that during consideration of the rezoning request of September 4, 2024, the Planning and Zoning Commission of the City of Mission upon duly recognized motion and second, voted to recommend to the City Council that the rezoning shown below “NOT” be granted.

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Monday, September 9, 2024, in the Council Chambers of the City Hall to consider the following rezoning:

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

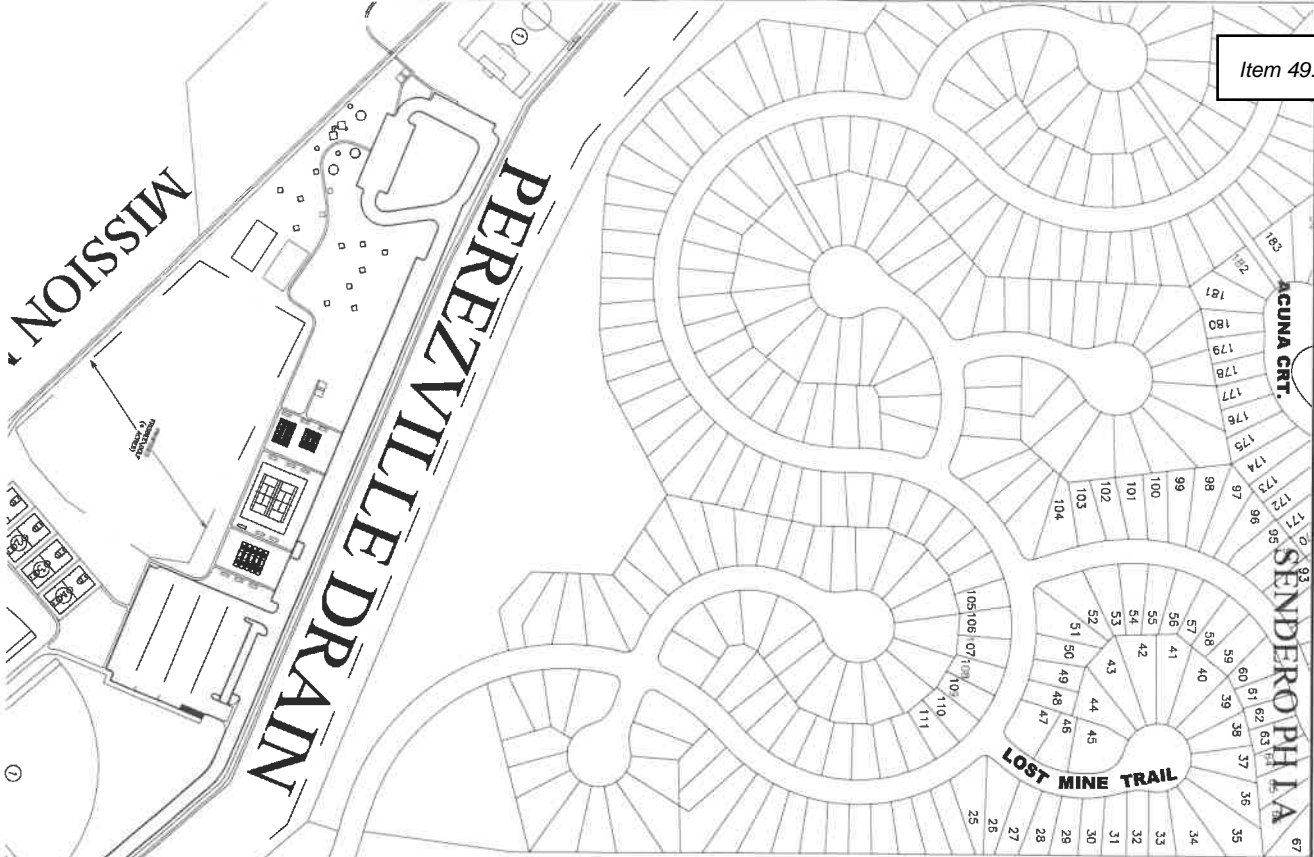
Legal Description	From	To
A 2.44 acre tract of land out of the 7.8 acres out of the Fernandez Strip out of Porcion 52	R-2	C-3

READ, CONSIDERED AND PASSED, this the 14th day of October, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

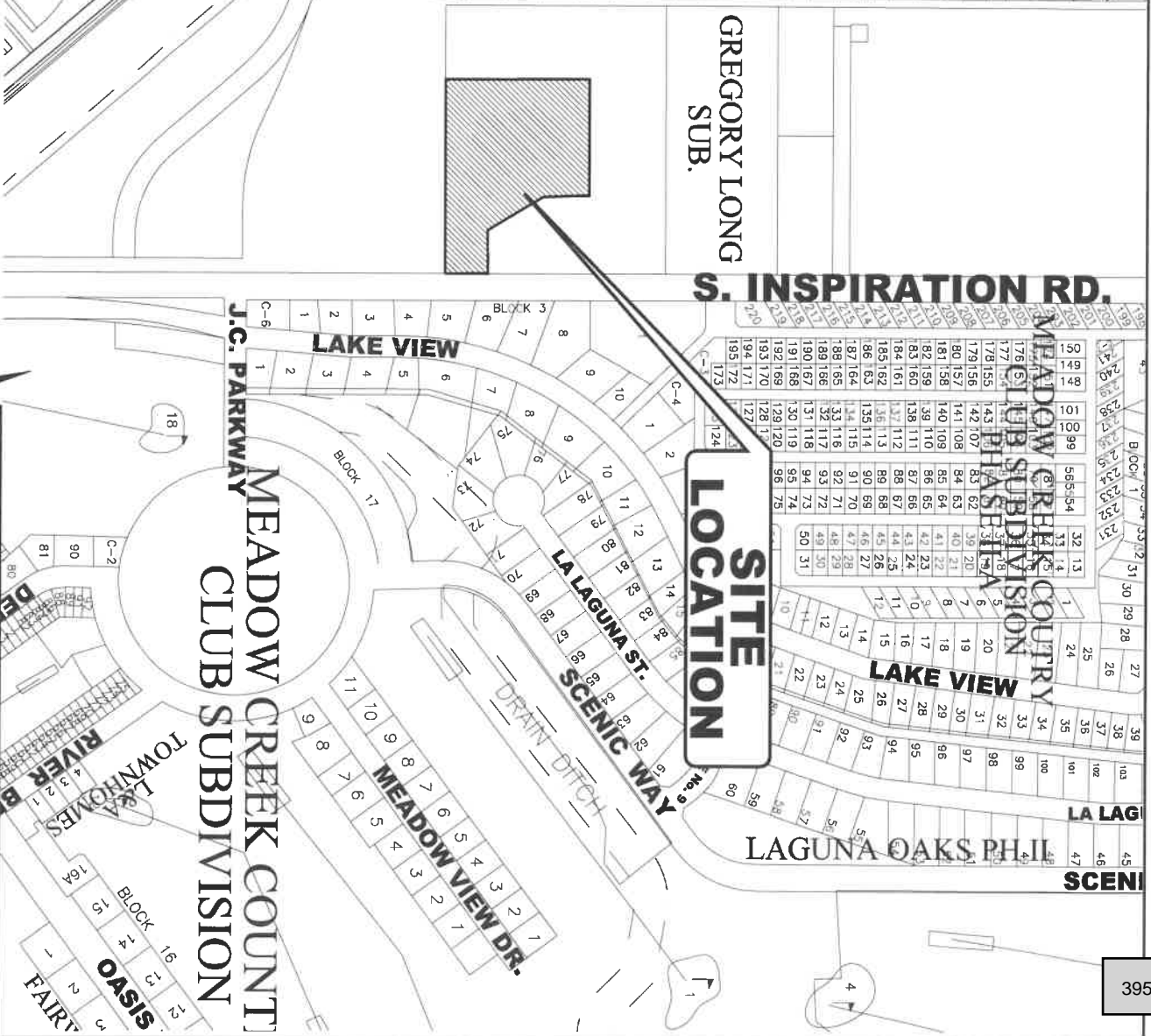
Anna Carrillo, City Secretary



GREGORY LONG SUB.

S. INSPIRATION RD.

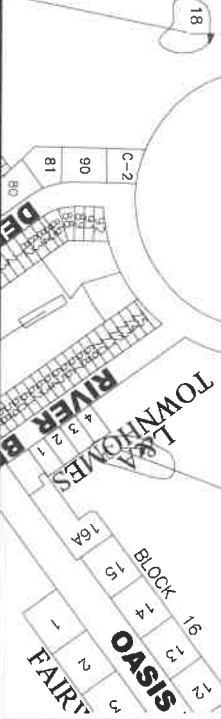
SITE LOCATION



MISSION

PEREZVILLE DRAIN

MEADOW CREEK COUNTY CLUB SUBDIVISION



CITY OF MISSION
 PLANNING DEPARTMENT
 1201 E. 8th Street
 MISSION, TX 78372

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

ITEM# 1.4

REZONING:

A 2.44 acre tract of land out of the
7.8 acres out of the Fernandez Strip
out of Porcion 52,
R-2 to C-3
Sandra Tamez

REVIEW DATA

The subject site is located approximately 1,660' South of Mile One South Road along the west side of S. Inspiration Road. – see vicinity map.

SURROUNDING ZONES:

N:	PUD	- Single Family Residential
E:	PUD	- Single Family Residential
W:	PUD	- Single Family Residential
S:	R-3	- Multit-Family Residential

EXISTING LAND USES:

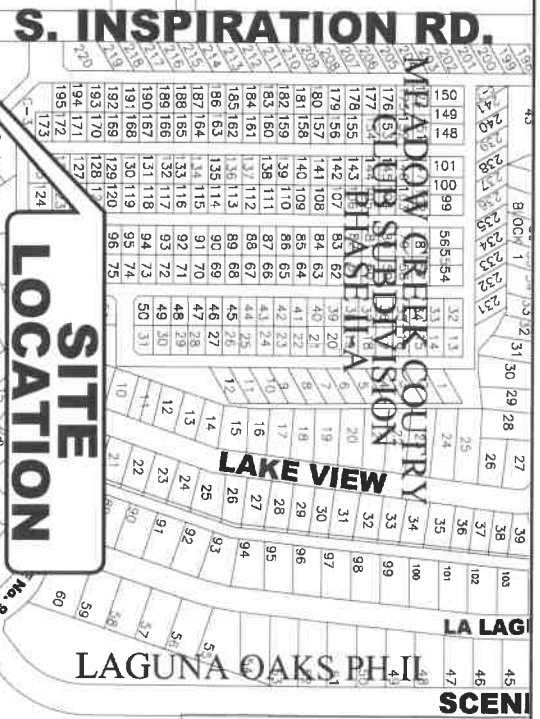
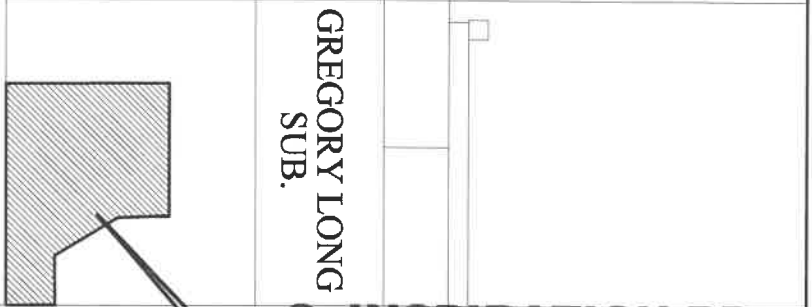
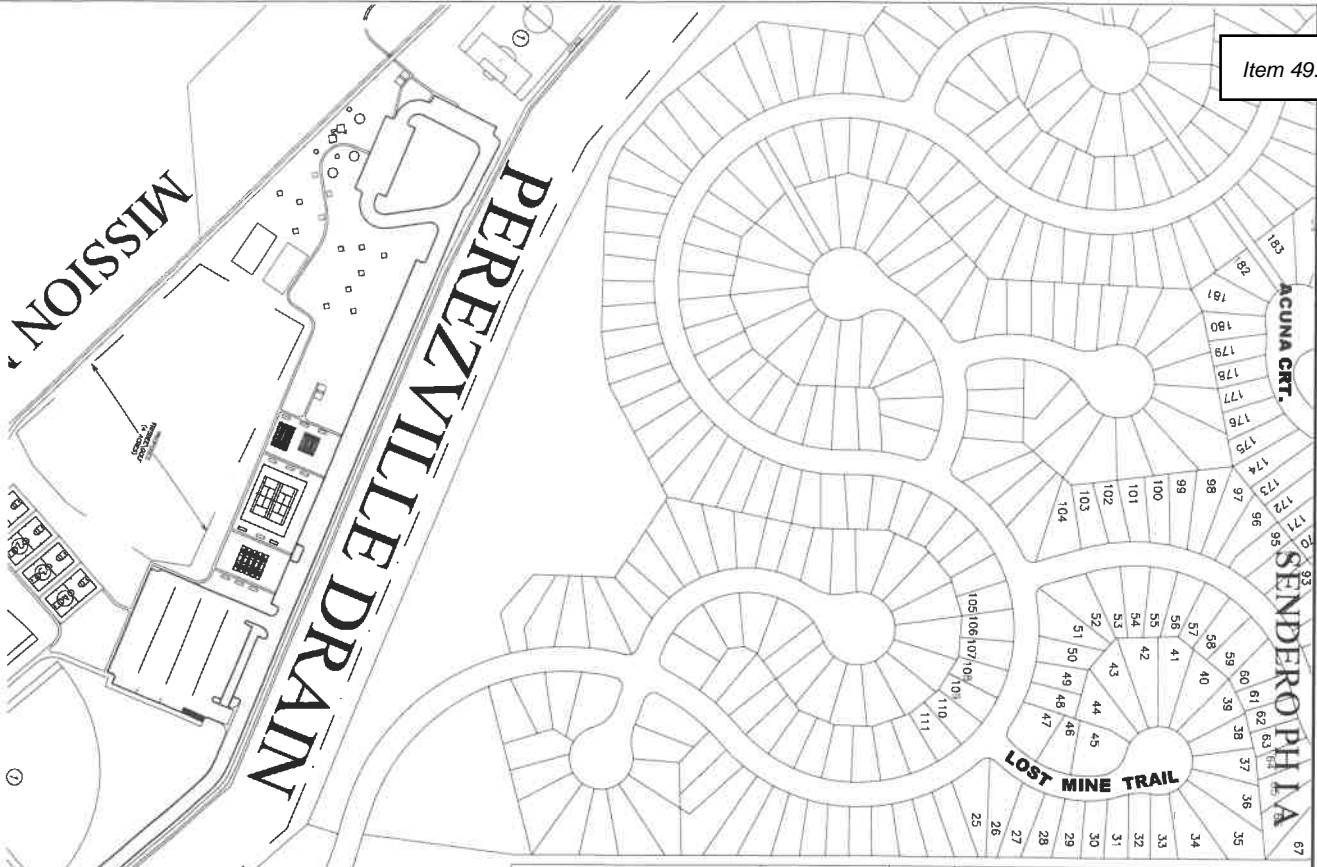
N:	Single Family Home
E:	RV Park
W:	Vacant
S:	Vacant
Site:	Single Family Home

FLUM:

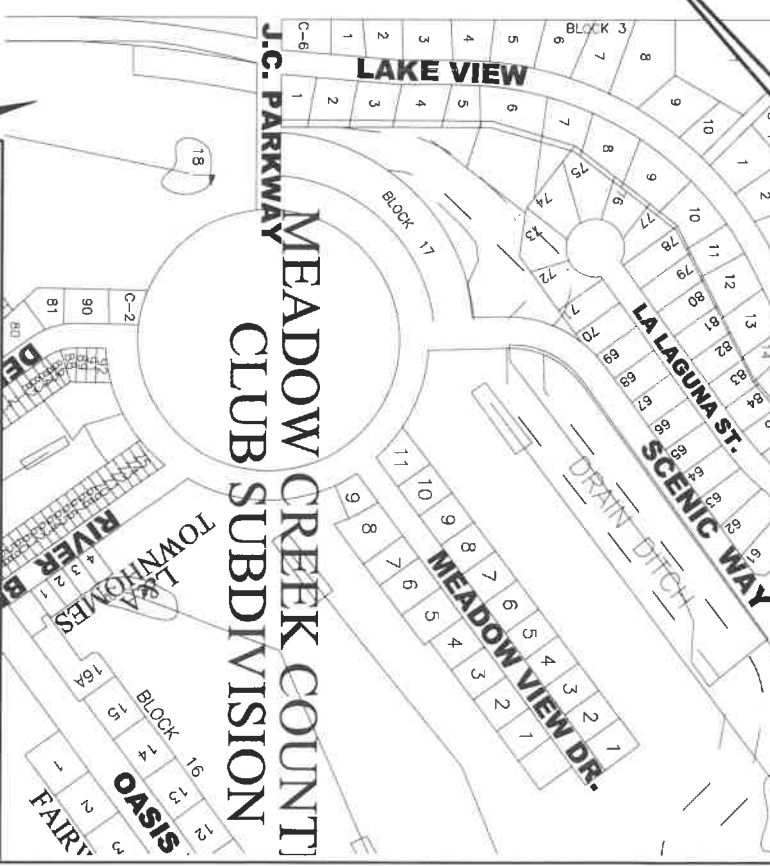
Low Density Residential (LD)

REVIEW COMMENTS: Staff mailed out 10 notices to property owners within 200' radius to get input in regards to this request. The applicant's original request for an R-2 was approved by City Council on May 8, 2023; however, the applicant wishes to rezone part of the lot to C-3 to rent as a venue for events. The proposed zone does not comply with City's Future Land Use Map nor surrounding land uses. Staff notes that the applicant is requesting a higher density than what is currently existing in this area and for that reason staff cannot support the request.

RECOMMENDATION: Staff recommends Denial.



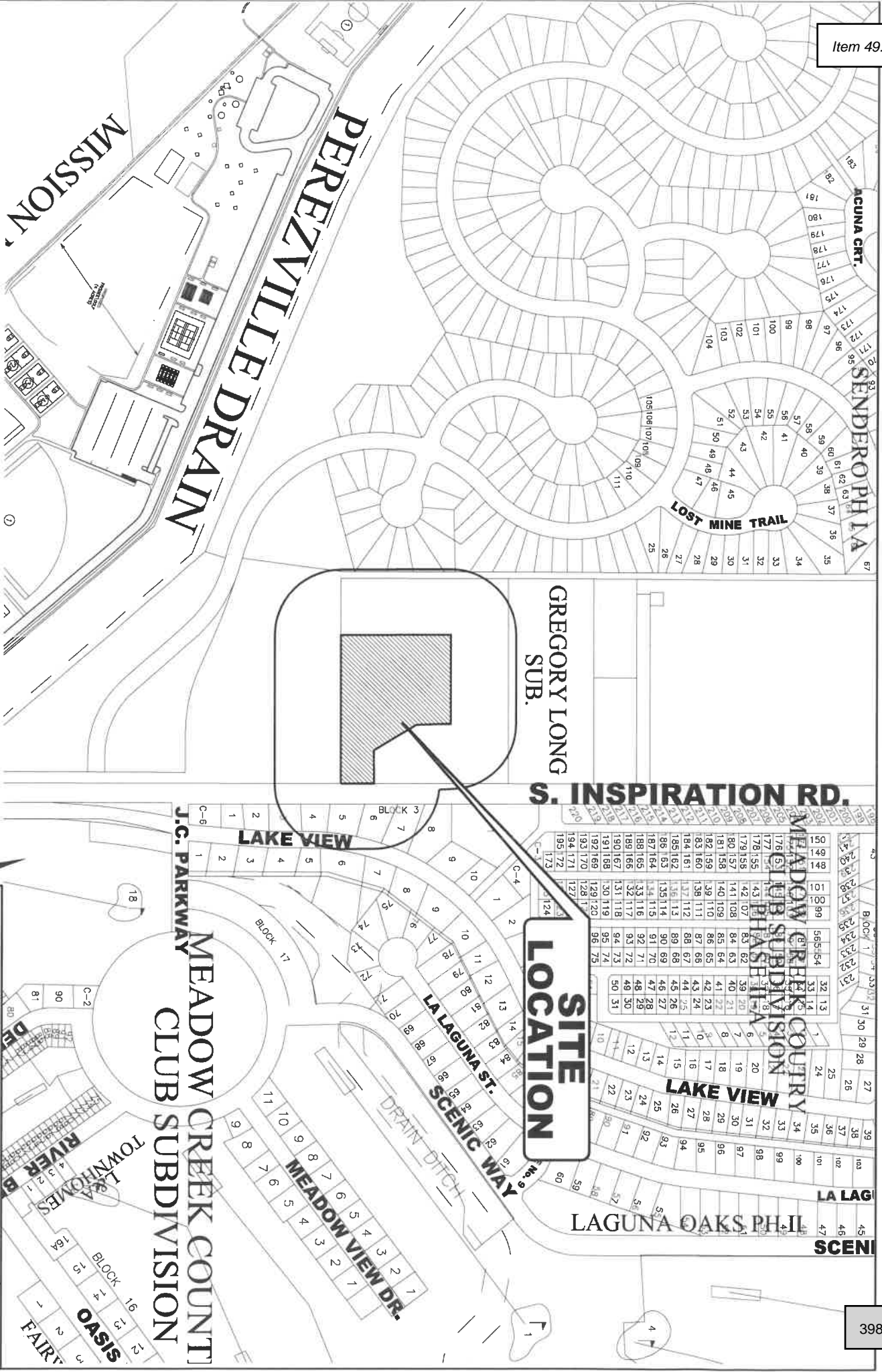
SITE LOCATION



CITY OF MISSION
PLANNING DEPARTMENT
1201 E. 8th Street
MISSION, TX 78572

PH: (956) 380-8672
FAX: (956) 380-8680
DATE: 08-19-24
No.

200' RADIUS MAILOUT MAP



SITE LOCATION


CITY OF MISSION
 PLANNING DEPARTMENT
 1201 E. 8th Street
 MISSION, TX 78572
 PH: (956) 580-5672
 FAX: (956) 580-8680

DATE: 08-19-24
 No.













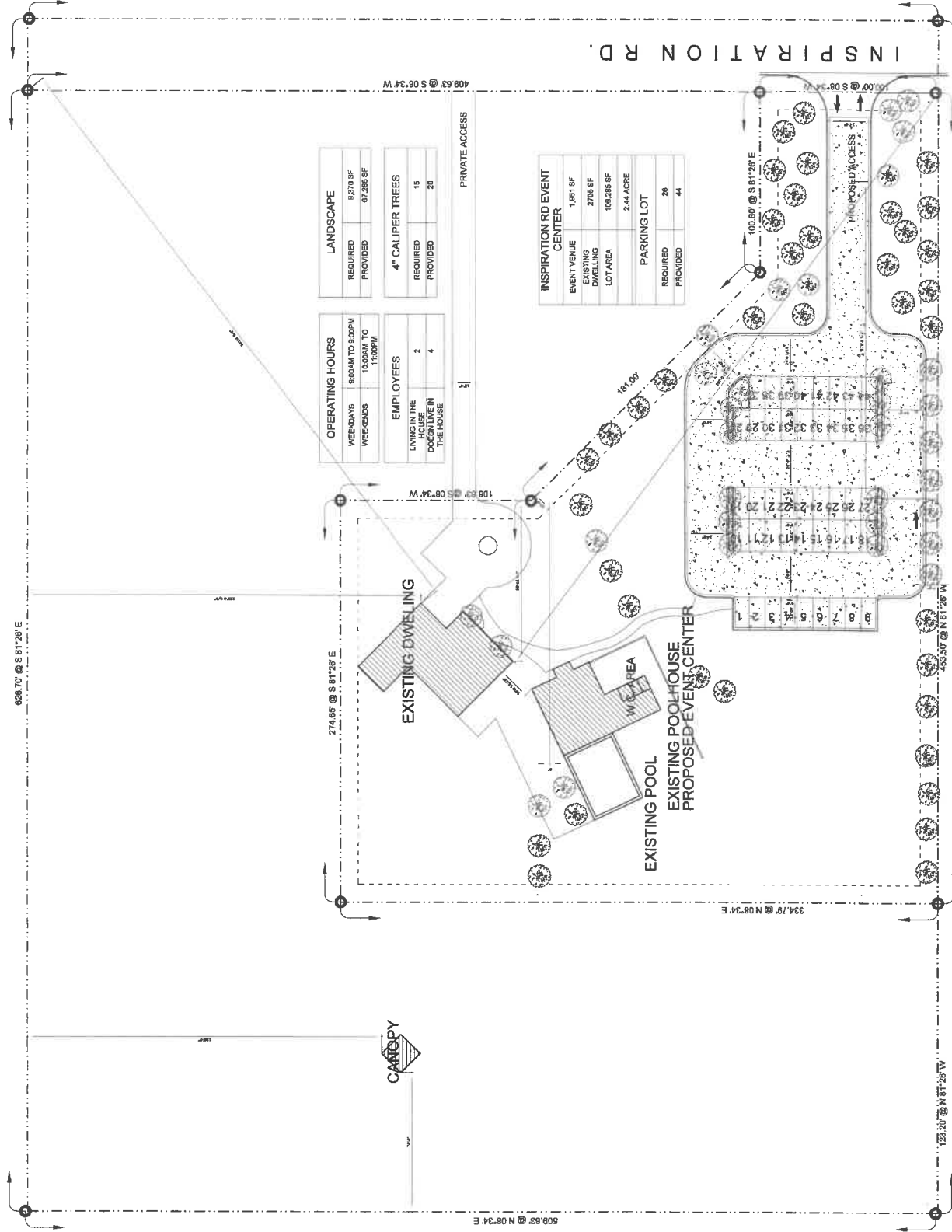








FERNANDEZ STRIP
 PARCELA 52
 1110 S. INSPIRATION
 RD
 OWNER: SANDRA E
 TAMEZ



M3175-2A-003-0003-00 (232919)
COBB JAMES CLIFTON
1303 LAKEVIEW DR
MISSION TX 78572

M3175-2A-003-0004-00 (232920)
PARRA MAGDALENA
1702 WHITE ROCK ST
PENITAS TX 78576

M3175-2A-003-0005-00 (232921)
GARZA DELORES C & ANTONIO
1211 LAKE VIEW DR
MISSION TX 78572

M3175-2A-003-0006-00 (232922)
HERRERA ANA LIZETTE MONTOYA
1303 MOUNTAIN RD
PALMHURST TX 78573

M3175-2A-003-0007-00 (232923)
BOTELLO ALYSSA ENID
1062 E GOODWIN RD
MISSION TX 78574

M3175-2A-003-0008-00 (232924)
MARTINEZ VICTOR & AMBER
1205 LAKE VIEW DR
MISSION TX 78572

10052-00-000-0005-00 (101521)
TAMEZ SANDRA E & JOSE CRUZ
1110 S INSPIRATION RD
MISSION TX 78572

10052-00-000-0007-02 (637811)
RHODES ENTERPRISES INC
200 S 10TH STREET SUITE 1700
MCALLEN TX 78501

G8450-00-000-0001-00 (639944)
LONG GREGORY
712 LAKE VIEW DR
MISSION TX 78572

10052-00-000-0007-21 (1242807)
AMIGOS DEL VALLE INC
41338 CROSSPOINT BLVD
EDINBURG TX 78539



**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: October 14, 2024
PRESENTED BY: Kenia Gomez, Media Relations Director
AGENDA ITEM: TABLED 09/23/2024 - Authorization to enter into a contract with Civic Plus, a sole source vendor, for the implementation/redesign of a new official website for the City of Mission in the amount of \$23,750 – K. Gomez

NATURE OF REQUEST:

Seeking authorization to enter into a contract with Civic Plus for the implementation/redesign of a new official website for the City of Mission. The total cost is \$23,750 including a one-time \$19,000 implementation fee and an annual \$4,750 recurring fee. This contract is for one year with an automatic one-year renewal term, unless a 60-day notice is provided prior to renewal date. The current website is deprecated and is no longer supported, thereby resulting in potential cybersecurity and functionality issues. The current provider MPC Studios has notified the City of the need to transition to a new site as the current theme is no longer supported, the page building system is fragile, and plug-ins are unsupported. MPC currently charges and annual fee of \$5,000, thereby resulting in a small savings from the negotiated price with Civic Plus. Further, Civic Plus is a sole source provider as they are our current provider for meeting agenda minutes thereby allowing integration with the new website.

BUDGETED: Yes **FUND:** General **ACCT. #:** 01-427-44640

BUDGET: \$ 24,000 **EST. COST:** \$23,750 **CURRENT BUDGET BALANCE:** \$ 24,000

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____


CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:
Date:
Expires On:

Statement of Work
 Q-57272-1
 11/15/2023 11:16 AM
 10/31/2024

Client:
 City of Mission, TX

Bill To:
 Mission TX - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jacob Bertram		bertram@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	DNS and Domain Hosting Setup (http://URL)	DNS and Domain Hosting Setup (http://URL)
1.00	Premium Implementation - CivicEngage	Premium Implementation
100.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage
4.00	New Customer System Training (3h, virtual) - Web Central	CivicEngage System Training - Virtual, Up to 3 Hours, up to 12 Attendees
1.00	Agendas & Minutes Migration - PDF - 100 Meetings - CivicEngage	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)

QTY	PRODUCT NAME	DESCRIPTION
1.00	DNS and Domain Hosting Annual Fee (http://URL)	DNS and Domain Hosting Annual Fee (http://URL)

List Price - Initial Term Total	USD 30,650.00
Total Investment - Initial Term	USD 23,750.00
Annual Recurring Services (Subject to Uplift)	USD 4,750.00

Initial Term	12 Months
Initial Term Invoice Schedule	50% invoiced on signature date and 50% invoiced 6 months from signature date or completion of implementation, if earlier

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	3% to be applied in year 3

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Mike R. Perez

Title:

Title:

City Manager

Date:

Date:

Organization Legal Name:

City of Mission

Billing Contact:

Kenia Gomez

Title:

Media Relations Director

Billing Phone Number:

956-580-8725

Billing Email:

klgomez@missiontexas.us

Billing Address:

1201 E. 8th Street

Mailing Address: (If different from above)

Mission, TX 78572

PO Number: (Info needed on Invoice (PO or Job#) if required)



To Whom It May Concern,

This letter serves to notify you that CivicPlus, LLC is the sole provider of the CivicEngage Content Management System (CivicEngage) and associated product and service package that enables municipal website administrators to manage critical aspects of their online presence.

CivicEngage differs from other content management software in that it has been optimized for use by government entities. Not only have many of the applications been developed specifically for use by municipal governments, but CivicEngage websites are only be hosted and monitored at one of our network operations centers dedicated to protecting our local government websites. Our inhouse support team is also the sole authorized support system for the CivicEngage solution.

Included in the standard CivicPlus development package are applications that are unique to CivicEngage, like a citizen request management and mapping tool. Applications like these may be available at a much higher cost from other vendors; however, CivicPlus is the sole provider of these applications as a part of an all-inclusive, standardized content management system, CivicEngage.

No other organization offers our unique product and service package, coupling our CMS with some of the most useful web applications available to municipal governments.

Regards,

Cole Cheever | CivicPlus, LLC
Vice President of Client Services
Main 888-228-2233
Fax 785-587-8951
Website www.CivicPlus.com
Federal Tax ID 48-1202104
GSA Contract #GS-35F-0124U

CORPORATE OFFICE
302 South 4th Street, Suite 500
Manhattan, KS 66502
888.228.2233 + FAX 785.587.8951

+CivicPlus.com



CITY OF
MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Kenia Gomez, Media Relations Director
AGENDA ITEM: TABLED 09/23/2024 - Approval of Public Relations and Communications and Media Relations Consulting Services Agreement with KM International at a rate of \$6,750 per month via TIPS Contract - K. Gomez

NATURE OF REQUEST:

KM International proposes to provide Public Relations and Communications Consulting Services and Media Relations Consulting Services to the City of Mission, Texas, for a one-year term, with a one year renewal option, at a monthly rate of \$6,750.00. These services will promote and market city news, activities, and accomplishments to the Mission community and beyond. They will also assist in developing and implementing media strategies to ensure ongoing, optimal coverage and will support key initiatives, including the State of the City Address event and website content and development services.

BUGETED: No **FUND:** General **ACCT. #:** 01-427-94810
BUDGET: \$ 8,000 **EST. COST:** \$6,750 mthly **CURRENT BUDGET BALANCE:** \$ 8,000

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing (Denial)

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

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

_____ AYES
 _____ NAYS
 _____ DISSENTING _____

THE STATE OF TEXAS § KM INTERNATIONAL, LLC
 COUNTY OF HIDALGO § AND
 PROFESSIONAL SERVICE CONTRACT § THE CITY OF MISSION, TEXAS

KM INTERNATIONAL, LLC (hereinafter referred to as “CONSULTANT”), and THE CITY OF MISSION, TEXAS, (hereinafter referred to as “CITY”), entered into this Agreement where CONSULTANT will provide **Public Relations and Communications Consulting Services and Media Relations Consulting Services** to CITY.

RECITALS

WHEREAS, CITY desires to engage CONSULTANT for certain professional services in connection therewith; and,

WHEREAS, CONSULTANT will utilize the proper equipment, qualified personnel in the performance of all basic services and defined Scope of Work within the above-mentioned professional services or as described above and in SECTION II of this Agreement with the CITY; 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.

SECTION II
SCOPE OF SERVICES

CONSULTANT hereby agrees to render and perform for the benefit of the CITY the following professional services: **Public Relations and Communications Consulting Services and Media Relations Consulting Services**, 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:

- Marketing, outreach, and communications
- State of the City Address event
- Website content
- Social media management
- Newsletter development services
- 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 September 16, 2024, and ending on September 16, 2025. This Agreement may be renewed for one (1) additional year upon written agreement by both parties.

SECTION IV
TERMS OF PAYMENT

CITY agrees to pay CONSULTANT for **Public Relations and Communications Consulting Services (at the \$4,500/month) and Media Relations Consulting Services (at \$2,250/month), for a total of \$6,750/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
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, i directly resulting from or arising out of this agreement .

**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.

Signature Page to Follow

EXECUTED by the parties in duplicate originals on this ____ of _____, 2024.

KM INTERNATIONAL, LLC

BY: _____
Karina Cardoza, Managing Partner
6508 N. 26th St.
McAllen, Texas 78504
Phone: (956) 343-0011

CITY OF MISSION, TEXAS

BY: _____
Mike R. Perez, City Manager
1201 E. 8th Street
Mission, Texas 78572

Attest: _____
City Secretary



Printed 13 September 2024

KM International LLC

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	6508 N 26th St	NAME Charlie Martin
CITY	McAllen	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
ZIP	78504	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY | PR

Overview

KM International LLC provides a variety of professional public relations consulting services for local governments, including website development, public relations, media relations, public awareness, public involvement, strategic planning services, criminal justice consulting services, process improvement services, graphic design services, newsletter creation and development services, and much more.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Item 51.

Contract	Comodity	Exp Date	EDGAR
230601	Consulting and Other Related Services	08/31/2028	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

230601

Karina Cardoza	Managing Member	(956) 343-0011	info@kminternationalpr.com
Miguel Robledo	Managing Member	(956) 289-3045	info@kminternationalpr.com

CITY OF MISSION BUDGET AMENDMENT REQUEST

FISCAL YEAR: 2024-2025
DATE: October 14, 2024
DEPARTMENT: Media Relations
FUND: General

BA-25-03

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE (DECREASE)	PROPOSED BUDGET
01-427-94810	Contractual Services Not	8,000.00	81,000.00	89,000.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL		8,000.00	81,000.00	89,000.00

JUSTIFICATION

Budget amendment is necessary to allocate funding for consulting services with KM International.

Finance Director: Vidal Roman

Date: 10/14/2024

City Council Approved on: _____

Date Posted: _____