



## **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, April 14, 2025 at 3:30 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, April 14, 2025 03:30 PM Central Time**

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

Meeting ID: 990 466 2781 - Password: 833227

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

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

## **REGULAR MEETING**

### **CALL TO ORDER AND ESTABLISH QUORUM**

### **INVOCATION AND PLEDGE ALLEGIANCE**

### **DISCLOSURE OF CONFLICT OF INTEREST**

### **PRESENTATIONS**

1. January Employee of the Month - Munguia
2. February Employee of the Month - Munguia
3. Proclamation - City of Mission Fire Base EMS 1st Year Anniversary - Silva
4. Proclamation - Telecommunicators Week - Torres/Silva
5. Proclamation – Keep Mission Beautiful Month - Mendiola / Chapa
6. Proclamation - Autism Awareness Month - Tijerina
7. Proclamation - Fair Housing Month and National Community Development Week - Elizalde
8. Proclamation - United Way of South Texas - Venecia
9. Presentation of Donation received by Mission Historical Museum - Lopez
10. Report from Mission Economic Development Corporation - Teclo Garcia
11. Report from the Greater Mission Chamber of Commerce – Brenda Enriquez

[12.](#) Departmental Reports – Perez

13. Citizen's Participation – Garza

### **CONSENT AGENDA**

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

[14.](#) Approval of Minutes – Carrillo

Regular Meeting – March 24, 2025

[15.](#) Acknowledge Receipt of Minutes – Perez

Parks & Recreation – February 18, 2025

Mission Economic Development Corporation – February 26, 2025

Mission Redevelopment Authority – February 28, 2025

Mission Tax Increment Reinvestment Zone – February 28, 2025

Civil Service Commission – February 28, 2025

[16.](#) Approval of Resolution No. \_\_\_\_ to surplus and dispose of machinery & equipment – Roman

[17.](#) Board Appointments – Civil Service Commission and Texas Citrus Fiesta Board - Carrillo

[18.](#) Approval of Resolution # \_\_\_\_\_, Resolution approving the resolution of Mission Economic Development Corporation authorizing the issuance of bonds on behalf of Graphic Packaging International LLC; and matters related thereto. - Garcia

[19.](#) Authorize Mayor to execute a Reimbursement Agreement between the City of Mission and Mission Redevelopment Authority related to a Hike & Bike Trails Project in the amount of \$300,000 – Garcia

[20.](#) Approval of Fifth Amendment to the Interim Administrative Services Agreement with Mission Redevelopment Authority/Tax Reinvestment Zone #1 and the City of Mission - Garcia

[21.](#) Authorization to solicit qualifications for Engineering Services for Inspection, Material Testing and Construction Management for Taylor Road Phase II Project - Terrazas

[22.](#) Authorization to solicit bids for Manholes Rehabilitation throughout the City of Mission. - Terrazas

[23.](#) Approval of Resolution # \_\_\_\_ of the City Council of the City of Mission, Texas adopting the 2024 Texas Department of Transportation Standard Specifications, special Specifications, and Special Provisions, and adopting TxDOT's Quality Assurance Program (QAP) as modified by the City and approved by TxDOT - Terrazas



- [24.](#) Authorization to Award Bid for Corrosion Inhibitor for Water Treatment Plants - Terrazas
- [25.](#) Authorization to purchase Pier Mount Drive Unit from Sole Source Vendor DBS Manufacturing for Public Works (Wastewater Distribution) in the amount of \$55,400.00 - Terrazas
- [26.](#) Approval of Interlocal Cooperation Contract between UTRGV and City of Mission relating to the use of UTRGV Regional Security Operating Center services at no cost to the city – Ramirez
- [27.](#) Authorization to approve First One-Year Renewal Option for WAN P2P Leased Fibers Services, at a cost of \$5,772 per month (0% increase), with Smartcom Telephone, LLC Bid No. 22-320-04-25- Ramirez
- [28.](#) Authorization to accept grant funds from the Texas Department of Transportation for the FY 2026 STEP Comprehensive Enforcement Grant, in the total amount of \$45,000, with an in-kind 20% match from the City – Torres
- [29.](#) Authorization to accept grant funds from the Texas Department of Transportation for the FY 2026 STEP Commercial Motor Vehicle (CMV) Grant, in the total amount of \$35,000, with an in-kind 20% match from the City – Torres
- [30.](#) Authorization to accept grant funds from the Texas Department of Transportation for the FY 2025 Mini Grant – Operation Slow Down , in the total amount of \$4,000 with an in-kind 20% match from the City – Torres
- [31.](#) Authorization to accept grant funds from the Texas Department of Transportation for the FY 2025 Mini Grant – Click It or Ticket in the total amount of \$4,000, with an in-kind 20% match from the City – Torres
- [32.](#) Authorization to purchase fifteen (15) Body Worn Cameras from Dana Safety Supply Inc., via Buyboard #698-23, in the total amount of \$41,869.16. – Torres
- [33.](#) Authorization to allow the purchase of a firearm by Honorably Retired Peace Officer, Jaime De La Garza from the Mission Police Department, in accordance with Texas Government Code, Section 614.051 - Torres
- [34.](#) Authorization to allow the purchase of a firearm by Honorably Retired Peace Officer, Raul Tanguma from the Mission Police Department, in accordance with Texas Government Code, Section 614.051 - Torres
- [35.](#) Approval of Resolution # \_\_\_\_\_ Regarding Waterline Access Agreement with Sharyland Water Supply within City of Mission's ETJ for Eduardo's No. 22 Subdivision – Cervantes
- [36.](#) Authorization to accept grant award for the FY24 Operation Stonegarden Program from the Office of the Governor in the amount of \$300,000 with no match requirement - Elizalde
- [37.](#) Authorize Mayor to sign all necessary documents related to the transfer of Cimarron Golf Course - Perez
- [38.](#) Authorization to replace and upgrade the existing fire alarm system located at the City of Mission Police Department via TIPS Contract #230202 in the amount of \$37,381.83 - Terrazas

39. Authorization for the provision and replacement of graphic displays located at the City of Mission Police Department via TIPS Contract #230202 in the amount of \$44,443.16 - Terrazas

## **PUBLIC HEARING**

### **PLANNING & ZONING RECOMMENDATIONS**

40. To Consider a Rezoning request from Single Family Residential District (“R-1”) to General Business District (“C-3”) for the West 64.4 feet of Lots 5 & 6, Block 85, Original Townsite of Mission Subdivision, located at the Northeast corner of Keralum Avenue and East 5th Street (Rafael Ramirez Street), Applicant: Alicia Castillo, Adoption of Ordinance # \_\_\_\_\_ - Cervantes
41. To Consider a Rezoning request from Single Family Residential District (“R-1”) to Duplex-Fourplex District (“R-2”) for the West one-half of Lot 63, Mission Acres Subdivision, located at 1004 Washington Avenue, Applicant: Lupe Garcia, Adoption of Ordinance # \_\_\_\_\_ - Cervantes
42. Conditional Use Permit to build a pool house in a property zoned R-1 (Single Family Residential District) at 1603 E. 21st Street, being Lots 1 & 2, Sharywood Manor Subdivision, Applicant: Berenice Mendoza, Adoption of Ordinance # \_\_\_\_\_ - Cervantes
43. Re-plat approval subject to conditions and granting a variance to the R-1A lot requirements for the East 120’ of Lot 13, Perla de Naranja Subdivision, located at 1710 Corales Street. Applicant: Marco T. Gonzalez, Engineer: R.E. Garcia & Associates, - Cervantes

### **APPROVALS AND AUTHORIZATIONS**

44. Approval of Resolution No. \_\_\_\_\_ for a license to encroach into a City of Mission owned 24 feet by 40 feet strip of land for the property located at 1020 Los Ebanos Road bearing a legal description of a 0.02 acre tract of land, more or less, being a portion of a 40-foot by 640-foot strip of land adjacent to Mission Jaycees Park out of Lot 21-3, West Addition to Sharyland Subdivision. Applicant: Dr. Marisol Rocha, Vanguard Superintendent of Schools - Cervantes
45. Plat Approval: Stewart Cove Phase II Subdivision, a 2.97 acre tract of land out of the South 24.44 acres of Lot 26-12, West Addition to Sharyland, R-1A, Developer: Aaron H. Balli, Jr., Engineer: Hinojosa, Inc., - Cervantes
46. Plat Approval: Springwood Manor Estates, a 2.00-acre tract of land out of the North 15.94 acres of Lot 211, John H. Shary Subdivision, R-1T, Developer: RGV Villa Development, LLC, Engineer: Trimad Consultants, LLC, - Cervantes
47. Authorization to purchase Artic Wolf Cybersecurity Solution Software from NETSYNC at a cost of \$107,511.68 utilizing DIR-CPO-4866 - Ramirez
48. Authorization to purchase Cohesity backup and recovery solution from NETSYNC at a total cost of \$127,874.29 utilizing DIR-CPO-4866 and TIPS 230105 with respective budget amendment - Ramirez
49. Authorization to purchase 17,100 square feet of sod from Tri Tex Grass, via Buyboard #706-23 in the total amount of \$51,660.00 for the greens and #1 fairway at Shary

Municipal Golf Course as part of the golf course improvement plan funded by the MEDC with respective budget amendment - Fernuik

- [50.](#) Authorization to purchase ambulance equipment for Medic-6 from Stryker, a sole source vendor, in the amount of \$205,354.37 - Silva
- [51.](#) Approval of Affiliation and Program Agreement for Clinical Experience between South Texas College (STC) and Mission Fire Department – Silva
- [52.](#) Approval of Ordinance # \_\_\_\_\_ amending Ordinance #5547 Adopting Three (3) Additional Personnel to the Classified Position of Firefighter for the Mission Fire Department – Silva
- [53.](#) Authorization to Award Second and Final Renewal Option with South Texas Landscapes Irrigation and Pest Control, LLC for Right-of-Way Mowing - Bentsen
- [54.](#) Approval of Interlocal Cooperation Agreement between the County of Hidalgo, Texas, and the City of Mission, Texas, Concerning the Development of the Recreational Trails Connectivity Project - Bentsen
- [55.](#) Consideration and Possible Action Adopting Resolution # \_\_\_\_\_ in response to the petition submitted by the Mission Police Association Local 293 requesting recognition as the sole and exclusive bargaining agent for the covered police officers of the Mission Police Department for the purpose of engaging in the Meet and Confer Process - Perez
- [56.](#) Presentation of Financial Reports for the month of November and December 2024 - Roman
- [57.](#) Authorize staff to get quotes for a 5 year note for ambulance and equipment to be paid from the Fire Department Replacement fund. - Roman
- [58.](#) Consideration and approve Resolution # \_\_\_\_\_ authorizing publication of Notice of Intention to Issue Certificates of Obligation, Series 2025, for the design, acquisition, construction and improvement of certain public works, and authorizing certain other matters relating thereto. - Roman

## **UNFINISHED BUSINESS**

- [59.](#) TABLED 03/24/2025 - Conditional Use Permit: The Sale & On-Site Consumption of Alcoholic Beverages – At the Ice House, 815 N. Francisco Avenue, being the South 109.5' of Lot 2, Block 137, Mission Original Townsite and all of Lot 52, John H. Shary Industrial Subdivision, C-3, Lane Rangel, Adoption of Ordinance # \_\_\_\_\_ - Cervantes

## **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),  
Section 551.072 (Real Property) related to Cimarron

3. Closed Session pursuant to Texas Government Code Section 552.071 (Consultation with Attorney), regarding Mission Police Association Local 293 Petition Requesting Recognition of Bargaining Agent Pursuant to Texas Local Government Code Chapter 142.053

**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 April, 2025 at 2:00 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 April, 2025** the City Council of the City of Mission will hold a regular meeting at 3:30 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 purposed permitted by the Act, including, but not limited to the following sections and purposes.

Texas Government Code Section:

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

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

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

On this the **11th day of April, 2025** 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 2:00 p.m. on said date.



Anna Carrillo, City Secretary

# Proclamation

## City of Mission



**WHEREAS**, the City of Mission recognizes the importance of providing high-quality emergency medical services to protect the health and safety of our residents; and

**WHEREAS**, on April 11, 2024, the City of Mission proudly launched its Fire-Based Emergency Medical Services (EMS) program to enhance emergency response capabilities, ensuring rapid, professional, and life-saving care to those in need; and

**WHEREAS**, over the past year, our dedicated firefighter-paramedics and emergency medical technicians (EMTs) have responded to countless emergencies, demonstrating extraordinary skill, dedication, and compassion in their service to the community and has expanded to a highly skilled team of 25 paramedics, 8 advanced EMTs, and 33 EMT-Basics, providing critical emergency medical services to those in need; and

**WHEREAS**, the department has demonstrated exceptional service and professionalism, responding to over 6,637 medical emergencies, saving countless lives, and achieving 20 cases of Return of Spontaneous Circulation (ROSC) in cardiac arrest patients; and

**WHEREAS**, the City of Mission Fire Base EMS continues to enhance its capabilities with a fleet of four MICU-level ambulances, two additional ambulances on the way, and a specialized all-terrain unit to reach patients in challenging environments; and

**WHEREAS**, the residents of the City of Mission have benefitted immensely from the enhanced emergency medical services, and remain committed to furthering advancements in public health and safety;

**NOW, THEREFORE**, we the City Council of the City of Mission, do hereby recognize the first anniversary of this vital program and encourage all residents to express their gratitude to the courageous men and women who serve our community as firefighter-paramedics and EMTs.

**PROCLAIMED** on this the 14<sup>th</sup> day of April, 2025.

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**Norie Gonzalez-Garza, Mayor**

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**Jessica Ortega, Councilwoman**

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**Ruben D. Plata, Mayor Pro-Tem**

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**Marissa Ortega Gerlach, Councilwoman**

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**Alberto Vela, Councilman**



# Proclamation

## City of Mission



**WHEREAS**, Emergencies can occur at any time that require police, fire or emergency medical services; and,

**WHEREAS**, When an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

**WHEREAS**, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

**WHEREAS**, Public Safety Telecommunicators are the single vital link for our police officers, firefighters and emergency services personnel by monitoring their activities by radio, providing them information and insuring their safety; and,

**WHEREAS**, at this time, we encourage all citizens of Mission to extend their appreciation to public safety telecommunicators. Their diligent efforts ensure that help is on the way when our citizens need it most.

**NOW, THEREFORE**, we the City Council of the City of Mission declare the week of April 13 through April 19, 2025, as:

### **Public Safety Telecommunicators Week**

in honor of the men and women whose diligence and professionalism keep our city residents safe.

**PROCLAIMED** on this the 14<sup>th</sup> day of April, 2025.

\_\_\_\_\_  
Norie Gonzalez-Garza, Mayor

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Jessica Ortega, Councilwoman

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Ruben D. Plata, Mayor Pro-Tem

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Marissa Ortega Gerlach, Councilwoman

\_\_\_\_\_  
Alberto Vela, Councilman

# Proclamation

## City of Mission



**WHEREAS**, Keep Mission Beautiful is a beautification committee formed by the City of Mission's City Council on October 24, 2022; and

**WHEREAS**, the purpose of this committee is to promote public interest in the general improvement of the environment of the City of Mission and to initiate, plan, direct and coordinate programs for litter control and solid waste management for the community on a sustainable basis; and

**WHEREAS**, Keep Mission Beautiful is committed to implementing and maintaining Keep Texas Beautiful's mission by leading clean-ups, actively engaging local residents, promoting sustainability and making a lasting impact in our community; and

**WHEREAS**, Keep Texas Beautiful, a statewide nonprofit dedicated to environmental sustainability and community improvement, has recognized Keep Mission Beautiful as a Silver Star Affiliate. Silver Star is a designation awarded to high-achieving communities committed to environmental excellence; and

**WHEREAS**, this organization is dedicated to developing plans for improving the overall health, sanitation, safety and cleanliness of the City of Mission by beautifying streets, alleys, lots, yards, parks and other similar places in said city; and

**WHEREAS**, Keep Mission Beautiful is proud of its natural resources and encourages the planting and preservation of trees, flowers, plants and shrubbery to improve our community and neighborhoods; and

**WHEREAS**, Keep Mission Beautiful will continue to enhance the qualities of the City of Mission by implementing beautification initiatives and educating and engaging our community on our mission to Keep Mission Beautiful; and

**NOW, THEREFORE**, we the City Council of the City of Mission, Texas, do hereby proclaim the month of April as:

### "KEEP MISSION BEAUTIFUL MONTH"

and encourage all residents to do their part in ensuring that the City of Mission continues to be a beautiful place for everyone to live, work and play. We also invite the community to make every step count towards a cleaner, greener Mission by participating in our inaugural Earth Day 5K taking place on Saturday, April 26<sup>th</sup> at 7:30 a.m. at the Mission Hike & Bike Trails.

Proclaimed on this the 14<sup>th</sup> day of April, 2025.

\_\_\_\_\_  
Norie Gonzalez Garza, Mayor

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Jessica Ortega, Councilwoman

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Ruben Plata, Mayor Pro Tem

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Marissa Ortega Gerlach, Councilman

\_\_\_\_\_  
Alberto Vela, Councilman

# Proclamation

## City of Mission



**WHEREAS**, Individuals with autism have unique abilities that enrich our world. Despite the challenges they face, they demonstrate incredible resilience and strength in navigating a world that may not always understand them.

**WHEREAS**, Autism Acceptance Month, which began in 1972 thanks to the Autism Society, is a powerful reminder of the importance of promoting acceptance, celebrating differences, and embracing inclusivity for autistic individuals.

**WHEREAS**, autism affects not only the diagnosed individual but the entire family and the community at large; and

**WHEREAS**, while there is currently no identified cause or cure for autism, The Bebo's Angels Autism Organization provides outreach, training, parent support meetings, and advocacy to offer hope for those affected by autism.

**WHEREAS**, With the autism diagnosis rate increasing fast, we take these 30 days to celebrate. As we come together to celebrate the unique qualities and strengths of autistic individuals, and empower them with education, workforce opportunities, and inclusion.

**NOW, THEREFORE**, we the City Council of the City of Mission, Texas, do hereby proclaim the month of April as:

### **“AUTISM ACCEPTANCE MONTH”**

in the City of Mission and invite the community to the 3<sup>rd</sup> Annual Superhero Autism Day on Saturday, April 19th at 11 a.m. at our All-Inclusive Lions Park and encourage all citizens to become educated about autism and support organizations such as The Bebo's Angels Autism Organization to bring hope to individuals with Autism Spectrum disorder.

Proclaimed on this the 14<sup>th</sup> day of April, 2025

\_\_\_\_\_  
Norie Gonzalez Garza, Mayor

\_\_\_\_\_  
Jessica Ortega, Councilwoman

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Ruben Plata, Mayor Pro Tem

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Marissa Ortega Gerlach, Councilman

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Alberto Vela, Councilman

# Proclamation

## City of Mission



**WHEREAS**, the U.S. Department of Housing and Urban Development implemented the Community Development Block Grant (CDBG) program in 1974 to provide local governments with the financial resources required to primarily meet the needs of low- and moderate- income persons; and

**WHEREAS**, the City of Mission has utilized non-profit organizations to address neighborhood and human needs; and

**WHEREAS**, the City of Mission CDBG Program has made a significant impact on our community by funding programs for youth services, health services, services for elderly and disabled, housing assistance programs, economic development, public infrastructure improvements; and

**WHEREAS**, the City of Mission has developed a strong relationship between the city and its residents, principally those of low- and moderate income; and

**WHEREAS**, the month of April 2025 has been reserved for recognition and appreciation of the Community Development Block Grant Program; and

**WHEREAS**, the National Fair Housing Law of 1968 prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

**WHEREAS**, the principal of fair housing is not only state and national law, but a fundamental human concept and right for all people in the United States; and

**WHEREAS**, the Federal Fair Housing Act recognizes, supports and encourages the right of every person, regardless of race, color, national origin, religion, sex, familial status, disability and age, to live in the housing of the individuals' choice; and

**WHEREAS**, the anniversary of the National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

**NOW, THEREFORE**, we the City Council of the City of Mission do hereby designate the month of April as:

**"FAIR HOUSING MONTH"**

FAIR HOUSING: The "ACT" in *ACTION*

And

**"NATIONAL COMMUNITY DEVELOPMENT MONTH"**

And, further proclaim April 21 – 25, 2025 as National Community Development Week

**PROCLAIMED** on this the 14<sup>th</sup> day of April, 2025.

\_\_\_\_\_  
Norie Gonzalez-Garza, Mayor

\_\_\_\_\_  
Jessica Ortega, Councilwoman

\_\_\_\_\_  
Ruben D. Plata, Mayor Pro-Tem

\_\_\_\_\_  
Marissa Ortega Gerlach, Councilwoman

\_\_\_\_\_  
Alberto Vela, Councilman

# Proclamation

## City of Mission



**WHEREAS**, United Way of South Texas has been a steadfast partner in improving lives and strengthening communities throughout the region for the past 44 years; and

**WHEREAS**, United Way of South Texas supports local nonprofit agencies that provide critical services through over 75 local programs that focus on Healthy Communities, Youth Opportunities, Financial Security, and Community Resiliency; and

**WHEREAS**, United Way of South Texas mobilizes and connects businesses, community leaders, nonprofit organizations, and volunteers to address pressing local needs through collaborative efforts and targeted initiatives; and

**WHEREAS**, the United Way of South Texas Annual Campaign is a vital source of funding for over 20 nonprofit agencies and over 75 programs, including directly impacting over 8,555 Mission residents, through our very own Boys and Girls Club of Mission and United Way's Volunteer Income Tax Assistance Program at our Speer Library, that generated \$456,000 in tax returns for 315 families this year, and many other community impact efforts that serve children, families, seniors, and individuals in crisis; and

**WHEREAS**, United Way of South Texas initiatives such as the Back to School In-Style Shopping Spree, Day of Caring, VITA (Volunteer Income Tax Assistance), and the Spirit of Christmas, the United Way of South Texas ensures that the most vulnerable members of our community receive the support they need to thrive; and

**WHEREAS**, the United Way of South Texas, through the collective impact of these programs and initiatives, not only strengthens individual lives but also contributes to building a more unified and prosperous community for all; and

**WHEREAS**, community involvement and support of United Way's mission is an investment in a stronger, healthier, and more resilient South Texas region;

**NOW, THEREFORE**, we the City Council of the City of Mission, do hereby proclaim our support for the United Way of South Texas and encourage all citizens, employees, and businesses to participate in and support the 2025 United Way Campaign through contributions, volunteerism, and advocacy.

**PROCLAIMED** on this the 14th day of April, 2025

\_\_\_\_\_  
Norie Gonzalez Garza, Mayor

\_\_\_\_\_  
Jessica Ortega, Councilwoman

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Ruben Plata, Mayor Pro Tem

\_\_\_\_\_  
Marissa Ortega Gerlach, Councilman

\_\_\_\_\_  
Alberto Vela, Councilman



**CITY COUNCIL AGENDA ITEM &  
RECOMMENDATION SUMMARY**

**MEETING DATE:** April 14, 2025  
**PRESENTED BY:** Mike R. Perez, City Manager  
**AGENDA ITEM:** Departmental Reports – Perez

**NATURE OF REQUEST:**

Civil Service –March 2025  
Boys & Girls Club – March 2025  
Code Enforcement – March 2025  
Mission Event Center – March 2025  
311 – March 2025  
Veterans Cemetery – March 2025  
City Secretary – February, March 2025  
Information Technology – March 2025

**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 \_\_\_\_\_




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## MEMORANDUM

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**TO:** MAYOR AND CITY COUNCIL  
**THROUGH:** MIKE PEREZ, CITY MANAGER  
**FROM:** JESSE LERMA, CIVIL SERVICE DIRECTOR  
**SUBJECT:** CIVIL SERVICE REPORT, MARCH 2025  
**DATE:** APRIL 4, 2025



1. Mission Fire Department DC's promotional examination was held on March 20, 2025. Jorge "Joey" Flores passed and will be promoted immediately.
2. Mission Fire Department started the process to fill CPT Flores's position-date of examination will be June 26, 2025
3. Mission Police Department working on filling open positions. We should be close to fully staffed by the end of April 2025
4. Mission Fire Department working on filling three (3) open positions
5. Pending Hearings:
  1. CPL Roel Velasquez-Indefinitely Suspended June 7, 2023-Hearing canceled-Mr. Velasquez will return to work on March 10, 2025
  2. PO Esteban Jara-Indefinitely Suspended March 28, 2024-Hearing was conducted on January 30, 2025-pending results
  3. PO Sergio Martinez-15 Day Suspension Without Pay-Arbitrator has been selected-hearing set for May 13-14, 2025
  4. PO Ruben Gaytan-Suspended for 15 days without pay-hearing set for August 7-8, 2025

THANKS



**BOYS & GIRLS CLUB  
OF MISSION**

**Directors Report  
March 2025**

• **Programs**

- BGCM Spring After school program Began and continues through May
- After School Program Members

Unit	February 25	March 25
Main	75	93
Leal	31	35
CWV	22	28

- BGCM continues afterschool program at 3 sites.
- BGCM afterschool transportation program with MCSID has grown to 11.

• **Athletics**

- BGCM baseball leagues with over 500 participants.
- Soccer registration has closed and season will begin on 21<sup>st</sup>

Soccer Registrants

2024	2025
630	520

- BGCM will be hosting Sharyland ISD volleyball and flag football leagues with expected participation of over 200 members
- BGCM will meet with local ISD athletic directors to discuss elementary and jr high league expansions
- BGCM will offer girls flag football over the summer

• **General**

- BGCMission continued researching grant opportunities
- BGCMission announced golf tournament to be held May 17<sup>th</sup>



# CODE ENFORCEMENT

## MONTHLY REPORT

### MARCH 2025

WEEDY LOT LETTERS	18
PROPERTIRES SENT TO MOWER'S LIST	6
PROPERTIES MOWED	7
COMMERCIAL PARKING LOT MAINT.	4
ACCUMULATION OF ITEMS	4
CONSTRUCTION W/O PERMITS /SETBACKS	10
DEMOLITION FOR UNSAFE BUILDINGS	0
DOUBLE OCCUPANCY/HOOKED RV	0
HEALTH & SANITATION	14
HOME OCCUPATION	1
ILLEGAL DUMPING	11
SIGNS PICKED UP/RIGHT OF WAYS, BANDIT, TELEPHONE & GARAGE	121
IPMC VIOLATIONS	2
JUNKED VEHICLES/ BOATS	5
NO BUSINESS LICENSE/CUP REQ'D/ NO GARAGE SALE PERMITS	1
NON-RESIDENTIAL PARKING/SEMI TRUCKS	1
P & Z ZONING VIOLATONS/SUBDIVISION	2
PARKING ON LAWN	1
SIGHT OBSTRUCTION/SIDEWALKS/RIGHT OF WAY/DRIVEWAYS	1
STORAGE OF VEHICLES/BOATS/TRAILERS	1
UNSAFE/UNSECURED BUILDING	1
WEEDY LOTS	11
DEAD TREES	0
CASES FILED IN COURT/ PENDING WITH ATTORNEY	32
CASES SEEN IN COURT	92
CASES CLOSED	71

## Mission Event Center Revenue Ledger

02/01/2025 - 02/28/2025

Source: RESERVE (event management software)

Event Name	Event Date	Room Rental Charges	Alcoholic & Beverage Charges	Equipment Charges (stage, dance floor, tables, linens)	Refundable Damage Deposit	F & B / Use of Kitchen Fee	Function Total	Total Adjustments and Discounts	Total Payments Received	Balance Due	Estimated Attendance
Easter Seals Child Care Conference	2/1/2025	\$3,100.00	\$0.00	\$0.00	\$500.00	\$375.00	\$3,975.00	\$0.00	\$3,975.00	\$0.00	100
Mission Chamber of Commerce	2/4/2025	\$1,850.00	\$0.00	\$0.00	\$0.00	\$375.00	\$2,225.00	\$0.00	\$2,225.00	\$0.00	250
Writing Smarter Not Harder Workshop	2/6/2025	\$1,250.00	\$0.00	\$0.00	\$500.00	\$375.00	\$2,125.00	\$0.00	\$2,125.00	\$0.00	100
Naturalization Ceremony	2/7/2025	\$2,850.00	\$0.00	\$350.00	\$0.00	\$0.00	\$3,200.00	\$0.00	\$3,200.00	\$0.00	700
Lelia Birthday Celebration	2/7/2025	\$550.00	\$1,343.00	\$100.00	\$500.00	\$375.00	\$2,868.00	\$0.00	\$2,868.00	\$0.00	70
Martin Quinceanera	2/8/2025	\$1,800.00	\$1,672.00	\$0.00	\$500.00	\$375.00	\$4,347.00	\$0.00	\$4,347.00	\$0.00	300
STS Training Seminar	2/8/2025	\$1,350.00	\$0.00	\$0.00	\$500.00	\$250.00	\$2,100.00	\$0.00	\$2,100.00	\$0.00	200
IDC Company Safety Meeting	2/12/2025	\$2,500.00	\$0.00	\$350.00	\$500.00	\$0.00	\$3,350.00	\$0.00	\$3,350.00	\$0.00	410
UTRGV Research Conference	2/13/2025	\$5,500.00	\$470.00	\$350.00	\$500.00	\$375.00	\$7,195.00	\$0.00	\$600.00	\$6,695.00	500
Concert - Angeles Negros	2/16/2025	\$2,750.00	\$1,186.00	\$0.00	\$0.00	\$0.00	\$3,936.00	\$0.00	\$3,936.00	\$0.00	300
TxDOT Mental Health Workshop	2/19/2025	\$2,500.00	\$0.00	\$0.00	\$500.00	\$375.00	\$3,375.00	\$0.00	\$0.00	\$3,375.00	400
Texas Workforce Commission Conference 2025	2/20/2025	\$5,300.00	\$0.00	\$350.00	\$0.00	\$375.00	\$6,025.00	\$0.00	\$0.00	\$6,025.00	600
Reina's 1st Birthday	2/22/2025	\$1,250.00	\$600.00	\$0.00	\$500.00	\$375.00	\$2,725.00	\$0.00	\$2,725.00	\$0.00	100
Elite Wedding & Quinceanera Expo	2/23/2025	\$5,200.00	\$0.00	\$0.00	\$500.00	\$375.00	\$6,075.00	\$0.00	\$6,075.00	\$0.00	600
City of Mission Police Dept. Pinning Ceremony	2/24/2025	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,000.00)	\$0.00	\$0.00	150
City of Mission hosts TAAF Mtg	2/26/2025	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$350.00)	\$0.00	\$0.00	50
Sub Tropical Agriculture Environment	2/27/2025	\$4,850.00	\$0.00	\$350.00	\$500.00	\$375.00	\$6,075.00	\$0.00	\$6,075.00	\$0.00	400
Sharyland ISD Hall of Honor Banquet	2/28/2025	\$1,250.00	\$0.00	\$0.00	\$500.00	\$375.00	\$2,125.00	\$0.00	\$2,125.00	\$0.00	150
<b>TOTALS</b>		<b>\$43,850.00</b>	<b>\$5,271.00</b>	<b>\$1,850.00</b>	<b>\$6,000.00</b>	<b>\$4,750.00</b>	<b>\$61,721.00</b>	<b>(\$2,350.00)</b>	<b>\$45,626.00</b>	<b>\$16,095.00</b>	<b>5,380</b>

all clients have been invoiced

Feb 24		\$19,150.32	\$3,106.00	\$1,250.00	\$2,500.00	\$2,312.50	\$28,318.82	(\$13,337.18)	\$28,318.32	\$0.00	
12 events hosted											



# MEMO

## Office of the Director of Environmental Health

117 E. Tom Landry Drive Mission, TX 78574 Office (956)580-8692

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**To:** Mayor and City Council  
**Through:** Mike Perez, City Manager  
**From:** Steven M. Kotsatos, Director of Health  
**Subject:** March 2025 - 311 Monthly Report  
**Date:** April 1, 2025

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Dear Mayor and Council,

Please find attached the March 2025 - 311 Monthly Report for all Departments in the City of Mission, Texas.

- We have a total of 852 unique 311 cases that have been entered and addressed in the 311 GoGov software for the month of March 2025.
- We continue to On - Board City Departments to fully take advantage of this robust platform of customer service.

Thank you for your time and consideration.

Kindest Regards,

Steven Kotsatos



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## **RIO GRANDE VALLEY STATE VETERANS CEMETERY**

### **MONTHLY REPORT**

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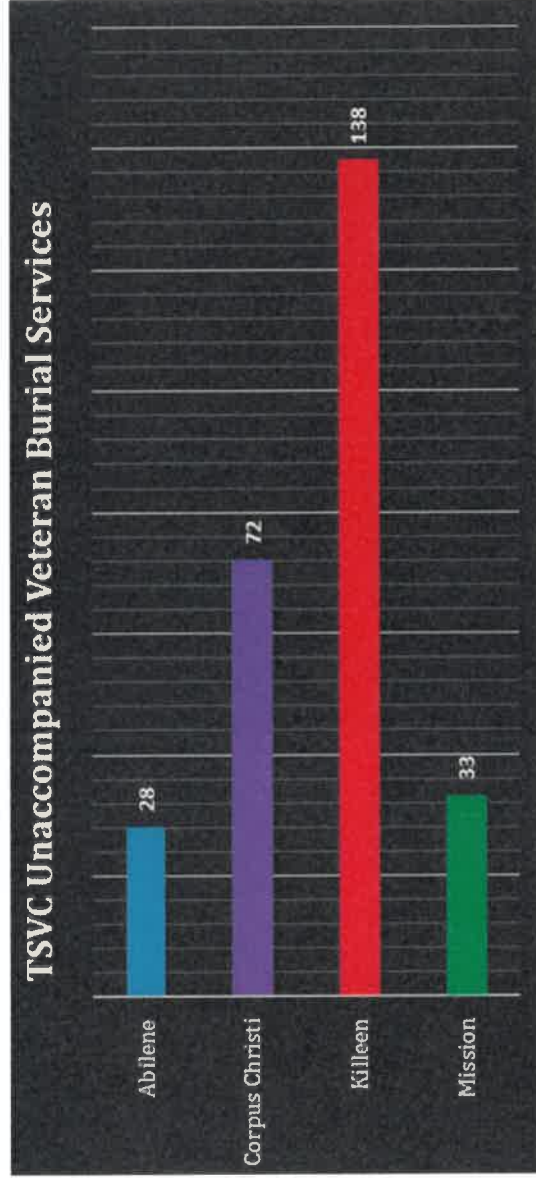




## RGV State Veterans Cemetery

2520 South Inspiration Road • Mission, Texas 78572

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



Current interments as of April 2025 -5018



# 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  
2020 File Migration Completed- pending VLB direction  
2021 File Migration Completed- pending VLB direction  
CSR in training for 180 days-Training Plan  
Water Conservation Action Plan –On-going 4/2024  
Electronic Reporting on IPADs- for all staff (7)  
**Ongoing Projects Pending- VLB OAR- Funded:**  
Power washing areas with mold with the cemetery  
Maintenance Tech II in training for 180 days-Training Plan  
Maintenance Tech in training for 180 days-Training Plan  
Working on Section MS1-Realignment & Resetting  
Winterization Plan Pending approval City of Mission  
Removal of 30% non-usable equipment 11/24/2023

## **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 -2025  
Clearing/Mowing of 43.17 acres on the NW side-48% done  
Digital reporting option (for staff)- currently testing samples  
2022 File Migration pending completion 1/2025  
Water Conservation Action Plan –On-going 1/2025  
Irrigation Audit for September 2025 on-going  
Maintenance Plan for 2025 on-going  
Electronic Reporting on IPADs- PM Reporting for equipment  
**Current interments 5018 as April 2025**

## **VLB Funded (In-Progress)**

Re-alignment on 44 Flat Marker/ Headstone  
100% Eligibility Review-Headstone Completed

## **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

## **VLB Funded (Approved)**

Bobcat Tool Cat UW56 -2  
New Privacy Fence Slats Completed  
Electrical Services for Garrison Flag and offices 8/24-Completed  
2024-2025 Budget Approved  
Administration Building Roofing Replacement Insurance approved

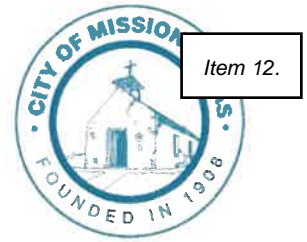
## **VLB Funded (Received)**

Shed for equipment 12/21/2024  
Tools and tool box- Maco Tools \$7000 DIs –Purchased onsite 12/7/24  
Compressor replacement -Completed

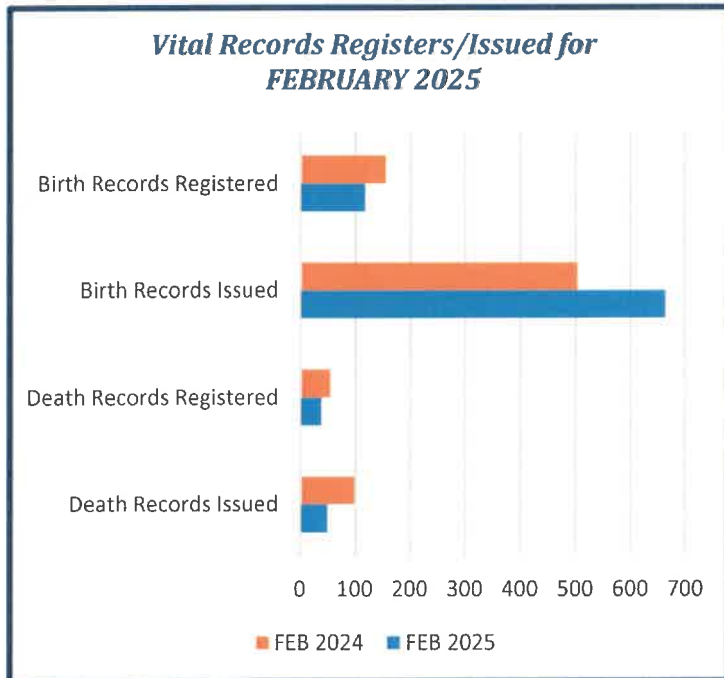
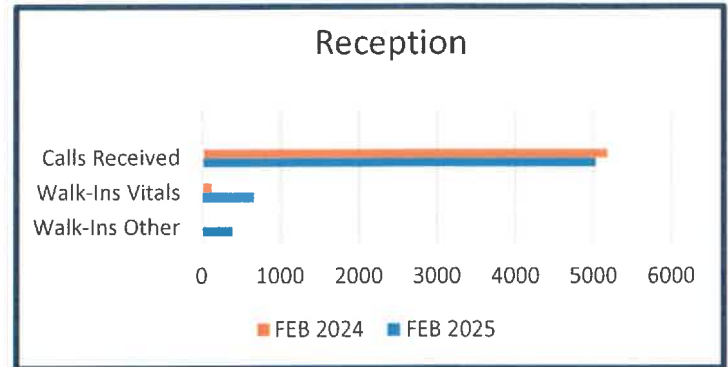
## **VA Grant Applications Pending:**

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

# CITY SECRETARY MONTHLY REPORT – FEBRUARY 2025



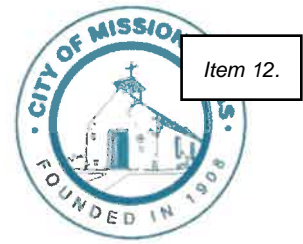
<i>Reception</i>			
<b>Calls Received</b>	<b>5,040</b>	<b>February 2024</b>	
<b>Walk-Ins-Vitals</b>	<b>656</b>	<b>Calls Received</b>	<b>5,183</b>
<b>Walk-Ins Other Departments</b>	<b>394</b>	<b>Walk-Ins</b>	<b>125</b>



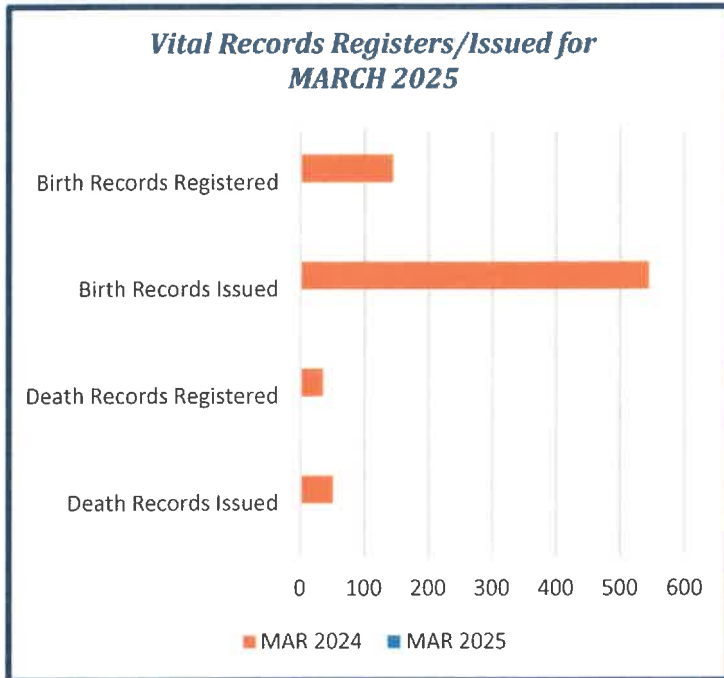
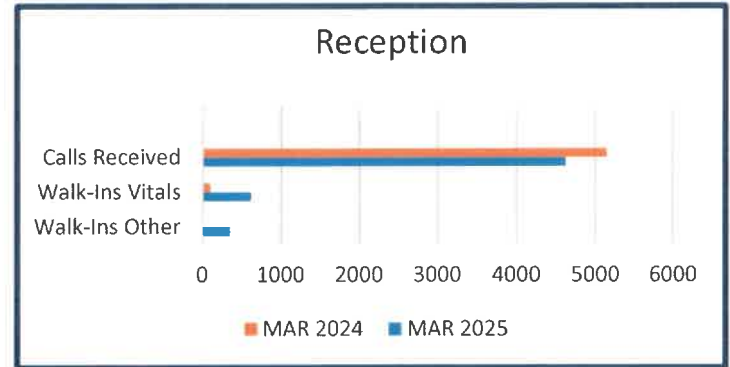
<i>Vital Statistics</i>				
	<b>FEB 2025</b>	<b>YTD 2025</b>	<b>FEB 2024</b>	<b>YTD 2024</b>
<b>Birth Records Registered</b>	<b>119</b>	<b>760</b>	<b>155</b>	<b>816</b>
<b>Birth Records Issued</b>	<b>666</b>	<b>2503</b>	<b>504</b>	<b>2262</b>
<b>Death Records Registered</b>	<b>39</b>	<b>195</b>	<b>54</b>	<b>207</b>
<b>Death Records Issued</b>	<b>50</b>	<b>309</b>	<b>98</b>	<b>335</b>
<b>Funds Received</b>	<b>\$17,905</b>	<b>\$63,331</b>	<b>\$12,324</b>	<b>\$55,472</b>

<i>Cemetery</i>					
<b>2024-2025</b>	<b>Laurel Hill</b>	<b>San Jose</b>	<b>Catholic</b>	<b>Baby Space</b>	<b>YTD 24/25</b>
<b>Burials</b>	<b>1</b>	<b>1</b>	<b>3</b>	<b>0</b>	<b>22</b>
<b>Sold Spaces</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>2023-2024</b>	<b>Laurel Hill</b>	<b>San Jose</b>	<b>Catholic</b>	<b>Baby Space</b>	<b>YTD 23/24</b>
<b>Burials</b>	<b>3</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>33</b>
<b>Sold Spaces</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>

# CITY SECRETARY MONTHLY REPORT – MARCH 2025



<i>Reception</i>			
<b>Calls Received</b>	<b>4,631</b>	<b>MARCH 2024</b>	
<b>Walk-Ins-Vitals</b>	<b>622</b>	<b>Calls Received</b>	<b>5,150</b>
<b>Walk-Ins Other Departments</b>	<b>355</b>	<b>Walk-Ins</b>	<b>95</b>



<i>Vital Statistics</i>				
	<b>MAR 2025</b>	<b>YTD 2025</b>	<b>MAR 2024</b>	<b>YTD 2024</b>
<b>Birth Records Registered</b>	<b>154</b>	<b>914</b>	<b>145</b>	<b>961</b>
<b>Birth Records Issued</b>	<b>599</b>	<b>3101</b>	<b>546</b>	<b>2808</b>
<b>Death Records Registered</b>	<b>57</b>	<b>252</b>	<b>35</b>	<b>242</b>
<b>Death Records Issued</b>	<b>56</b>	<b>365</b>	<b>51</b>	<b>386</b>
<b>Funds Received</b>	<b>\$14,354</b>	<b>\$77,685</b>	<b>\$13,044</b>	<b>\$68,516</b>

<i>Cemetery</i>					
<b>2024-2025</b>	<b>Laurel Hill</b>	<b>San Jose</b>	<b>Catholic</b>	<b>Baby Space</b>	<b>YTD 24/25</b>
<b>Burials</b>	<b>1</b>	<b>4</b>	<b>2</b>	<b>1</b>	<b>30</b>
<b>Sold Spaces</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>2023-2024</b>	<b>Laurel Hill</b>	<b>San Jose</b>	<b>Catholic</b>	<b>Baby Space</b>	<b>YTD 23/24</b>
<b>Burials</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>33</b>
<b>Sold Spaces</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>



# Information Technology

## *Departmental Report March 2025*

### **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. Pending arrival of 10 new units

#### **Multifactor Authentication**

Configure Multi Factor Authentication to strengthen security posture on email and VPN. VPN MFA is complete and will be activated on users once policy is in place. Currently working on Email MFA. Estimated Completion end of April 2025

#### **Work Orders**

IT goal is to close tickets within 12 business hours. Priority work orders are worked on first. About 250 Work orders closed March 2025.

#### **Windows 10 End of life**

Windows 10 is reaching its end-of-life October 14, 2025. All city computers need to be upgraded to windows 11. All departments complete except PD in progress.

#### **PD End of Life Computers**

Replace all end-of-life computers at PD. Computers have been received and installation in progress.

#### **Animal Shelter**

Outfit Animal Shelter with switches and cameras for network connectivity and security. Complete.

#### **Technology Equipment and Application Inventory**

Confirm all technology inventory city wide. In progress

#### **Data Integrity**

Review accounts on all systems. In progress.

#### **Cyber Security Incident Response**

Detection & analysis- In progress

Containment-Complete

Eradication & recovery-In progress

Post-incident activity- Not started



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025  
**PRESENTED BY:** Anna Carrillo, City Secretary  
**AGENDA ITEM:** Approval of Minutes – Carrillo  
 Regular Meeting – March 24, 2025

### 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 \_\_\_\_\_





# CITY OF MISSION

## CITY COUNCIL REGULAR MEETING MISSION CITY HALL MARCH 24, 2025 at 3:30 PM

### AGENDA

#### **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:**

Armando O'cana  
Brenda Enriquez  
Candace Rodriguez  
Adela Ortega  
Polo Garza  
Mario Cantu  
Logan Dovalina  
Esther Salinas  
Jennifer Longoria-Ruiz  
Adela Ortega  
Brenda Cushman  
Juan Lopez  
Veronica Galligan  
Stefany Alvarado

#### **STAFF PRESENT:**

Anais Chapa, Assistant City Secretary  
Juan Pablo Terrazas, Asst. City Manager  
Andy Garcia, Asst. City Manager  
Susie de Luna, Assistant Planning Director  
Steven Kotsatos, Health Director  
Vidal Roman, Finance Director  
Alex Hernandez, Assistant Planning Director  
Xavier Cervantes, Planning Director  
Abram Ramirez, IT Director  
Yenni Espinoza, Library Director  
Roel Mendiola, Sanitation Director  
Michael Elizalde, Dir. of Grants & Strategic Dev.  
Joel Chapa, Police Officer  
Mike Silva, Fire Chief  
Cesar Torres, Chief of Police  
JC Avila, Fleet Director  
Ruben Hernandez, Media Relations  
Brad Bentsen, Parks & Rec Director

### REGULAR MEETING

#### **CALL TO ORDER AND ESTABLISH QUORUM**

With a quorum being present, Mayor Norie Gonzalez Garza called the meeting to order at 3:34 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 items 59 and 60 and executive session item #2.

## **PRESENTATIONS**

### **1. Proclamation - Girl Scout Week - Carrillo**

Councilwoman Jessica Ortega moved to approve the Proclamation – Girl Scout Week. Motion was seconded by Councilwoman Marissa Gerlach and approved unanimously 5-0.

### **2. Proclamation - Women's Empowerment Day - Carrillo**

Mayor Pro Tem Plata moved to approve the Proclamation – Women's Empowerment Day. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

### **3. Proclamation - Animal Cruelty Prevention Month - Kotsatos**

Councilwoman Ortega moved to approve the Proclamation – Animal Cruelty Prevention Month. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

### **4. Proclamation - National Crime Victims' Rights Week – Torres**

Councilwoman Ortega moved to approve the Proclamation – National Crime Victims' Rights Week. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

### **5. Proclamation - National Library Week – Espinoza**

Mayor Pro Tem Plata moved to approve the Proclamation – National Library Week. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

### **6. 2024 Achievement of Excellence in Libraries Awarded to the Speer Memorial Library – Espinoza**

Yenni Espinoza, Library Director, stated that the Speer Memorial Library had been awarded the 2024 Achievement of Excellence in the Libraries Award for the second year in a row. This was a great honor to be recognized and she was thankful for all the hard work that the staff has put in, as well as the work of the Library Board and Friends of the Library. Ms. Espinoza also thanked the community for their engagement and support.

### **7. Keep Mission Beautiful Presentation – Chapa**

Anais Chapa, Assistant City Secretary, announced that Keep Mission Beautiful had submitted their annual report to Keep Texas Beautiful for compliance, and they had received the Silver Star Rating. This was the second highest rating available. Then she introduced Mr. Mario Cantu, Chairman of the Board and Logan Dovalina, Board Member who went over a presentation for a proposed beautification project to be done on the City Hall grounds.

### **8. Racial Profiling and Analysis Report for 2024 – Torres**

Chief of Police, Cesar Torres went over the Racial Profiling and Analysis Report for 2024. He stated that all the deadlines and requirements were met for this report and the Mission Police Department was found to be in compliance for 2024.

### **9. Report from the Greater Mission Chamber of Commerce – Brenda Enriquez**

Brenda Enriquez, Greater Mission Chamber of Commerce President, spoke about upcoming events such as: Women's History Month Celebration & Community Market March 26<sup>th</sup>, Ribbon Cutting: Star Storage March 27<sup>th</sup>, Ribbon Cutting NuMe Beauty March 28<sup>th</sup>, New Podcast Episode: Healthcare & Community Connect Premieres March 31<sup>st</sup>, Coffee, Croissants and

Commerce April 16<sup>th</sup>, Ribbon Cutting: InMindOut April 17<sup>th</sup>, Ribbon Cutting: Estrellita Child Care Center April 23<sup>rd</sup>, Mission Citrus Golf Classic May 2<sup>nd</sup>.

### **10. Departmental Reports – Perez**

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

### **11. Citizen's Participation – Garza**

None

### **CONSENT AGENDA**

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

### **12. Approval of Minutes – Carrillo**

Special Meeting – February 27, 2025

Regular Meeting – March 3, 2025

Emergency Meeting – March 08, 2025

### **13. Acknowledge Receipt of Minutes – Perez**

Ambulance Board Meeting – October 15, 2024

Mission Tax Increment Reinvestment Zone – January 23, 2025

Mission Redevelopment Authority – January 23, 2025

Mission Economic Development Corporation – January 22, 2025

Mission Civil Service Commission – February 11, 2025

Shary Golf Course Advisory Board – February 5, 2025, February 21, 2025

Traffic Safety Meeting – October 29, 2024

Keep Mission Beautiful – January 7, 2025

### **14. Approval of Resolution # 1967 establishing a commitment to participate in a Texas Department of Transportation Construction Project described as Old Military Road Drain Bridge at a cost of \$9,188 with respective budget amendment - Terrazas**

The City of Mission approved the Economically Disadvantaged Counties Program Application on December 16, 2024 and Resolution # 1965 on March 3, 2025, the fund participation amount of \$7,774 in the Resolution was not calculated correctly therefore, a new Resolution needed to be approved with the revised amount. The federal off-system bridge program was administered by the Texas Department of Transportation to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system. Amount of Advance Funds to be paid by the city was \$9,188.00.

#### **RESOLUTION NO. 1967**

TO REPLACE OR REHABILITATE STRUCTURALLY DEFICIENT AND FUNCTIONALLY OBSOLETE BRIDGES LOCATED AT OLD MILITARY RD. AT DRAIN

**15. Authorization to purchase Gorman Rupp Pumps from Sole Source Vendor A-Squared Water Treatment, LLC for Public Works (Water Distribution) in the amount of \$25,800 – Terrazas**

Staff was seeking authorization to purchase Gorman Rupp Pumps via Sole Source Vendor A-Squared Water Treatment, LLC. Pumps would be used for the sewer lift stations located in the City of Mission.

**16. Approval of Interlocal Cooperation Agreement between the County of Hidalgo, Texas, and the City of Mission, Texas, on behalf of the Speer Memorial Library in order to provide library services to county residents. – Espinoza**

Hidalgo County and the Hidalgo County Library System (HCLS) annually sign an interlocal agreement in which the 13 municipal libraries agree to provide services to county residents. In turn, the county budgets annually to provide for the library system. This year, the county budgeted \$318,000.00. The funds were first used to pay for the Integrated Library System (ILS) which the 13 libraries use to manage borrowers, the collection, and fines. This year, the ILS invoice totaled \$118,400.00, & Courier Service – Amigos Library Service \$11,255.00. The remaining \$188,345.00 was then divided equally between the 13 HCLS libraries. Each library would be receiving \$14,488.00 in order to help with library operating expenditures, excluding staff, after the signed interlocal is received. In addition, the Speer Memorial Library would receive \$75,000.00 for the payment of Bibliotheca (E-Library project) for library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware and software for library services for the free use of the City's library by residents of rural areas of the County. This agreement allowed the County to continue to pay and disburse on behalf of Speer Memorial Library for contractual services and library materials.

**17. Authorization to submit grant application to Superior HealthPlan for the Community Providers Grant Program in the amount of \$10,000 with no match requirement. - Elizalde**

The City of Mission Utility Billing & Collections Department along with the Community Development Department was requesting authorization for the submission of a grant application to Superior HealthPlan for the Community Providers Grant Program. The program provided financial support to community organizations that addressed Non-Medical Drivers of Health, also known as Social Determinants of Health that influence health and well-being. The department was seeking a grant in the amount of \$10,000 to assist residents at-risk of delinquent accounts or disconnection of services. The program did not require a local match.

**18. Approval of Ordinance No. 5608 providing for a No Parking Zone at the 1500 Block of Trinity Street – Torres**

The Mission Police Department received a request for a No Parking Zone at the 1500 Block of Trinity Street. On March 05, 2025, the Mission Traffic Safety Committee met to review the request and approved the placing of the No Parking Zone. The ordinance was requested in order to assist residents affected by the on-street parking. The Traffic Safety Committee recommended implementing the requested "No Parking Zone" at the 1500 Block of Trinity Street.

**ORDINANCE NO. 5608**

AN ORDINANCE PROHIBITING PARKING IN THE AREA OF 1500 TRINITY STREET;  
PROVIDING FOR INSTALLATION OF SAID TRAFFIC CONTROL DEVICES BEING NO  
PARKING SIGNS AND MAKING PROVISIONS OF THE STATE TRANSPORTATION CODE

AND TRAFFIC ORDINANCES OF THE CITY OF MISSION IN REGARD TO PENALTY FOR VIOLATION APPLICABLE THERETO:

**19. Approval of Ordinance No. 5609 providing for a No Parking Zone at the 3200 Block of Black Oak Lane – Torres**

The Mission Police Department received a request for a No Parking Zone at the 3200 Block of Black Oak Lane. The traffic concerns derive primarily from school traffic at Mims Elementary School nearby. On March 05, 2025, the Mission Traffic Safety Committee met to review the request and approved the placing of the No Parking Zone. The ordinance was requested in order to assist residents and school affected by the on-street improperly parking and blocking of fire lanes/hydrants. The Traffic Safety Committee recommended implementing the requested “No Parking Zone” at the 3200 Block of Black Oak Lane.

**ORDINANCE NO. 5609**

AN ORDINANCE PROHIBITING PARKING IN THE AREA OF 3200 BLOCK OF BLACK OAK LANE; PROVIDING FOR INSTALLATION OF SAID TRAFFIC CONTROL DEVICES BEING NO PARKING SIGNS AND MAKING PROVISIONS OF THE STATE TRANSPORTATION CODE AND TRAFFIC ORDINANCES OF THE CITY OF MISSION IN REGARD TO PENALTY FOR VIOLATION APPLICABLE THERETO:

**20. Authorization to purchase (4) K1 Emergency Towers from Knightscope, via Omnia #12-12, in the total amount of \$49,640.00 using FY25 Project Safe Neighborhood grant funds from the Office of the Governor. – Torres**

The Mission Police Department was seeking authorization to purchase (4) K1 Emergency Towers. This expenditure was a total of \$49,640.00. The purchase would be made from Knightscope, via Omnia #12-12. This purchase would be made using FY25 Project Safe Neighborhood grant funds from the Office of the Governor. The Mission Police Department would work with city departments to properly install these emergency towers in local parks and trails.

**21. Authorization to solicit bids for Tire Installation, Repair and Service Calls for all City Vehicles and Special Equipment- Avila**

Staff was seeking authorization to solicit bids for Tire Installation, Repair and Service Calls for all City Vehicles and Special Equipment. This included balancing, sensor and disposal of tires. The need for service would be on an “as needed” basis and would be dictated by the Fleet department.

**22. Authorization to extend the lease for one (1) 2020 Chevrolet Trucks Suburban 2WD 4dt Wgn Ls in the amount of \$9,626.76 from D&M Leasing Company (Buyboard #744-24) – Avila**

The Mission Fire Department was seeking authorization the extend the lease for one (1) 2020 Chevrolet Trucks Suburban 2WD 4dt Wgn from D&M Leasing Company (Buyboard contract #744-24) to be used by their staff. Unit would be leased for an extended 12-month term. Monthly debt service (including principal and interest) for the Chevrolet Suburban unit would be \$802.23. The total purchase capitalized cost for the lease extensions amounted to \$9,626.76.

**23. Approval of updated 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 remainder of the 2024-2025 Fiscal Year pursuant to Texas Local Government Code Section 252.022 (a)(2) – Avila**

Staff was requesting approval of the updated pre-negotiated agreements with AG Fleet Services. 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 remainder of the 2024-2025 Fiscal Year (04/01/2025-09/30/2025). On 09/23/2024, staff received approval for the agreements with these vendors, however, the vendors had advised of changes that need to be reconsidered. AG Fleet Services increased their hourly labor rate from \$145/hourly to \$165/hourly. Pursuant to Texas Local Government Code Section 252.022 (a)(2) 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.

**24. Authorization to purchase Bunker Gear from NAFECO, Inc. in the amount of \$31,265 via Buyboard Contract #698-23 – Silva**

The Mission Fire Department was seeking authorization to purchase bunker gear from NAFECO, Inc. for a total cost of \$31,265 via Buyboard Contract #698-23. The structural firefighting ensemble would be used for the protection of fire personnel during structural fires. This purchase included gear for six new firefighters and two replacement sets.

**25. Authorization to fully equip the new Fire Prevention Investigation Chevy 2500 Truck with Dana Safety Supply, Inc. for the amount of \$37,286.70 via Buyboard Contract #698-23 – Silva**

The Mission Fire Department was seeking authorization to fully equip the new Fire Prevention Investigation Chevy 2500 Truck with Dana Safety Supply, Inc. for the total amount of \$37,286.70 via Buyboard Contract #698-23. The new investigation truck would be used by our investigators to safely respond to fire scenes. The truck would be fully equipped with sirens, lights, and a command center to ensure effective and efficient communication during investigations, as well as enhance the safety of our personnel while on the scene.

**26. Authorization to purchase 1000 Residential Refuse Carts from Toter LLC in the amount of \$56,274 via Sourcewell Contract #041521-TOT – Mendiola**

Authorization to purchase 1000 residential refuse carts for our Residential Division. Due to the city's rapid growth, the Sanitation Department was requesting these refuse carts to keep up with the demand and the city's current services. Carts would be purchased from Toter LLC via Sourcewell Contract #041521-TOT.

**27. Authorization to extend Second & Final One-Year renewal for Liquid Ammonium Sulfate with Chemtrade Chemicals US, LLC for the Public Works Department North & South Water Treatment Plants - Terrazas**

The City of Mission entered into an agreement with Chemtrade Chemicals US, LLC for the purchase of Liquid Ammonium Sulfate. The contract term was for one year with two one-year renewal options. Orders would be placed on an as needed basis for a one-year term with a >20% increase. This agreement would extend Bid No. 23-291-03-24 April 12, 2025 through April 11, 2026.

Liquid Aluminum Sulfate with delivery \$0.198/LB, with increase \$0.2376/LB.

**28. Authorization to extend Second & Final One-Year renewal for Liquid Aluminum Sulfate with Chemtrade Chemicals US, LLC for the Public Works Department North & South Water Treatment Plants - Terrazas**

The City of Mission entered into an agreement with Chemtrade Chemicals US, LLC for the purchase of Liquid Aluminum Sulfate. The contract term was for one year with two one-year renewal options. Orders would be placed on an as needed basis for a one-year base term with an 8% increase. This agreement would extend Bid No. 23-290-03-24 April 12, 2025 through April 11, 2026.

Liquid Aluminum Sulfate with delivery \$0.118/LB, with increase \$0.128/LB.

**29. Extension Agreement to the Mission Fire Department Meet and Confer Agreement - Perez**

The City of Mission and the Mission Firefighters Association recognized the need for additional time to review the City's financial standing and agreed to extend negotiations without triggering the evergreen clause contained in the current Meet and Confer Agreement Article 2, Section 3. The City and Association agreed to continue good-faith negotiations beginning July 1, 2025, for the purpose of discussing the terms of a potential successor agreement. Extension Agreement shall expire 90 days from July 1, 2025, unless a new Meet and Confer Agreement is reached, or the Parties agree in writing to a further extension.

**30. Authorization to execute 2nd and Final One Year Renewal Option for Bond Counsel Services with Perez Law Firm, PLLC – Roman**

This would be the second renewal extension of a one-year term with Perez Law Firm, PLLC. The renewal period would be from January 15, 2025 through January 14, 2026. The renewal would have no change in terms and conditions.

**31. Authorization to Extend First One-Year renewal option with Estrada Hinojosa & Company, Inc. for Municipal Financial Advisor – Roman**

Staff was seeking authorization to exercise the First One-Year Renewal Option for Municipal Financial Advisor with Estrada Hinojosa & Company, Inc. The Contract term was for one (1) year with the option to renew for two additional one-year renewals. The agreement would extend Bid No: 24-204-01-17 from March 30, 2025 through March 29, 2026. Fees would remain unchanged.

**32. Authorization to extend the lease for five (5) 2019 Chevy Impalas, two (2) 2019 Ram 1500, and two (2) Dodge Chargers from D&M Leasing Company (Buyboard #744-24) in the amount of \$56,151.36 – Avila**

The Mission Police Department was seeking authorization the extend the lease for five (5) 2019 Chevy Impalas, two (2) 2019 Ram Tradesman 1500 pickup trucks, and two (2) Dodge Chargers from D&M Leasing Company (Buyboard contract #744-24), to be used for the Criminal Investigations Bureau. The original lease expired on April 1<sup>st</sup>, 2025. All units would be leased for an extended 12-month term. The monthly debt service (including principal and interest) for the (5) 2019 Chevy Impalas is \$530.80. The monthly debt service (including principal and interest) for the (2) 2019 Ram Tradesman 1500 pickup trucks is \$630.97. The monthly debt service (including principal and interest) for the (2) 2020 Dodge Chargers is \$554.89. With the respective budget amendment, the total purchase capitalized cost for the lease extension amounted to \$56,151.36.

Mayor Garza asked to remove item 29 from the list and be discussed individually.



Mayor Pro Tem Plata moved to approve all consent agenda items 12 thru 32 as presented. Motion was seconded by Councilman Vela and approved unanimously 5-0.

Mr. Perez presented item 29 and stated that this was to continue negotiations. Ms. Patricia Rigney had made some changes in accordance with discussions held with the Mission Fire Fighters Association. This was for an extension to continue negotiations on July 1, 2025.

Councilwoman Gerlach moved to approve item 29. Motion was seconded by Councilman Vela and approved unanimously 5-0.

## **PUBLIC HEARING**

### **PLANNING & ZONING RECOMMENDATIONS**

#### **33. Rezoning: Lot 73, Las Misiones Estates Subdivision, (C-3) General Business to (R-1) Single Family Residential, Edgar Garcia, and Adoption of Ordinance# 5610 - Cervantes**

On March 19, 2025 the Planning and Zoning Commission held a Public Hearing to consider this request. The subject site was located along the West side of Kirk Avenue approximately 200' South of West Griffin Parkway (F.M. 495). There was no public opposition during the P&Z Meeting. The Board unanimously recommended approval of the R-1 Single Family Residential.

Staff and City Manager recommended approval.

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

There were no comments.

Mayor Pro Tem Plata moved to approve Ordinance #5610 Rezoning: Lot 73, Las Misiones Estates Subdivision, (C-3) General Business to (R-1) Single Family Residential. Motion was seconded by Councilman Vela and approved unanimously 5-0.

#### **ORDINANCE NO. 5610**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A  
REZONING FOR LOT 73, LAS MISIONES ESTATES SUBDIVISION, LOCATED  
APPROXIMATELY 200' SOUTH OF W. GRIFFIN PARKWAY (F.M. 495) ALONG THE WEST  
SIDE OF KIRK AVENUE, FROM C-3 (GENERAL BUSINESS) TO R-1  
(SINGLE FAMILY RESIDENTIAL)

#### **34. Rezoning: A tract of land containing 5.151 acres, being a part or portion out of Lot 17-11, West Addition to Sharyland Subdivision, (AO-I) Agricultural Open Interim to (C-3) General Business, Mission Economic Development Corporation, and Adoption of Ordinance#5611 - Cervantes**

On March 19, 2025 the Planning and Zoning Commission held a Public Hearing to consider this request. The subject site was located along the North side of East Expressway 83 (IH2) approximately 500' East of Bryan Road. There was no public opposition during the P&Z Meeting. The Board unanimously recommended approval of the C-3 General Business.

Staff and City Manager recommended approval.

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

There were no comments.

Mayor Pro Tem Plata moved to approve Ordinance #5611 Rezoning: A tract of land containing 5.151 acres, being a part or portion out of Lot 17-11, West Addition to Sharyland Subdivision, (AO-I) Agricultural Open Interim to (C-3) General Business. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

**ORDINANCE NO. 5611**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS  
GRANTING A REZONING FOR A TRACT OF LAND CONTAINING 5.151 ACRES, BEING A  
PART OR PORTION OUT OF LOT 17-11, WEST ADDITION TO SHARYLAND SUBDIVISION,  
LOCATED ALONG THE NORTH SIDE OF EAST EXPRESSWAY 83 (IH2) APPROXIMATELY  
500' EAST OF BRYAN ROAD, FROM AO-P (AGRICULTURAL OPEN PERMANENT  
DISTRICT) TO C-3 (C-3 GENERAL BUSINESS)

**35. Conditional Use Permit: For an Event Center named Pink Society in a property zoned C-3 (General Business District), 1512 E. Expressway 83, Ste. 107B, Lot 1, Re-Subdivision of Plaza Cantera (aka Lots 3 & 4, Stewart Plaza Subdivision), C-3, Stefany Alvarado, Adoption of Ordinance #5612 - Cervantes**

On March 19, 2025 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site was located at the Southwest corner of Stewart Road and East Expressway 83. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff recommended approval of the request subject to compliance with the following conditions: 1) Life of use with the understanding that the permit can be revoked due to non-compliance; 2) Must comply with all City Codes (Building, Fire, Health, Signage, etc.); 3) Must acquire a business license prior to occupancy; 4) CUP not transferable to others; 5) Hours of operation are Monday – Sunday from 10:00 am to 10:00 pm.

City Manager recommended approval.

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

There were no comments

Councilwoman Gerlach asked if this was approved as “life of use” by the P&Z board.

Mr. Cervantes stated that this was approved for life of use since it is a small, event center mostly for kids. There would only be about 30 guests at a time.

Mayor Pro Tem Plata moved to approve Ordinance # 5612 Conditional Use Permit: For an Event Center named Pink Society in a property zoned C-3 (General Business District), 1512 E. Expressway 83, Ste. 107B, Lot 1, Re-Subdivision of Plaza Cantera (aka Lots 3 & 4, Stewart Plaza Subdivision), C-3. Motion was seconded by Councilman Vela and approved unanimously 5-0.

**ORDINANCE NO. 5612**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A  
CONDITIONAL USE PERMIT FOR AN EVENT CENTER – PINK SOCIETY, 1512 E.  
EXPRESSWAY 83, STE. 107B, BEING LOT 1, RE-SUBDIVISION OF PLAZA CANTERA (AKA  
LOTS 3 & 4, STEWART PLAZA SUBDIVISION)

**36. Conditional Use Permit: For an Event Center named Algo Vip Center & Lounge in a property zoned C-3, (General Business District), 704 E. Griffin Parkway, Ste. 100, being a**

**1.24 acre portion more or less, of Lot 24-8, West Addition to Sharyland Subdivision, Pedro Alfaro, Adoption of Ordinance #5613 - Cervantes**

On March 19, 2025 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site was located along the south side of E. Griffin Parkway (F.M. 495) approximately 300' West of Mayberry Road. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval for two years subject to: 1) Must comply with all City Codes (Building, Fire, Health, and Sign, etc.); 2) Must acquire a business license prior to occupancy; 3) CUP not transferable to others; 4) Must have security on-site during peak hours; and 5) Hours of operation are Monday – Sunday from 9:00 am to 12:00 am.

Staff recommended approval of the request subject to compliance with the following conditions: 1) Life of Use with the understanding that the permit can be revoked due to non-compliance or due to lack of parking complaints; 2) Must comply with all City Codes (Building, Fire, Health, and Sign, etc.); 3) Must acquire a business license prior to occupancy; 4) CUP not transferable to others; 5) Must have security on-site during peak hours; and 6) Hours of operation are Monday – Sunday from 9:00 am to 12:00 am.

City Manager recommended approval.

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

There were no comments.

Mayor Pro Tem Plata moved to approve Ordinance # 5613 Conditional Use Permit: For an Event Center named Algo Vip Center & Lounge in a property zoned C-3, (General Business District), 704 E. Griffin Parkway, Ste. 100 with a two-year re-evaluation period. Motion was seconded by Councilman Vela and approved unanimously 5-0.

**ORDINANCE NO. 5613**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT FOR AN EVENT CENTER – ALGO VIP EVENT CENTER & LOUNGE, 704 E. GRIFFIN PARKWAY, STE. 100, BEING A 1.24 ACRE PORTION, MORE OR LESS, OF LOT 24-8, WEST ADDITION TO SHARYLAND SUBDIVISION

**37. Conditional Use Permit: For an Event Center named Buttercream Deelights Events, 1006 N. Conway Avenue, being Lot 9, Block 173, Mission Original Townsite, C-3, Deelilah Salinas, Adoption of Ordinance #5614 - Cervantes**

On March 19, 2025 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site is located along the East side of N. Conway Avenue approximately 75 feet North of E. Tom Landry Street. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval for two years subject to: 1) Must comply with all City Codes (Building, Fire, Health, Signage, etc.); 2) Must acquire a business license prior to occupancy; 3) Hours of operation are Monday – Sunday from 10:00am to 9:00pm; and 5) Compliance with noise ordinance.

Staff recommended approval of the request subject to compliance with the following conditions: 1) Life of use with the understanding that the permit can be revoked; 2) Must comply with all City Codes (Building, Fire, Health, Signage, etc.); 3) Must acquire a business license prior to occupancy; 4) Hours of operation are Monday – Sunday from 10:00am to 9:00 pm; and 5) compliance with noise ordinance.

City Manager recommended approval.

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

There were no comments.

Mayor Pro Tem Plata moved to approve Ordinance # 5614 Conditional Use Permit: For an Event Center named Buttercream Deelights Events, 1006 N. Conway Avenue, being Lot 9, Block 173, Mission Original Townsite, C-3 with a two-year re-evaluation. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

**ORDINANCE NO. 5614**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT FOR AN EVENT CENTER NAMED BUTTERCREAM DEELIGHTS EVENTS, BEING LOT 9, BLOCK 173, MISSION ORIGINAL TOWNSITE, LOCATED AT 1006 N. CONWAY AVENUE

**38. Conditional Use Permit: To allow the construction of a Pool House in a Property zoned (PUD (Planned Unit Development)), 2811 Santa Ana Street, Lot 30, Sharyland Plantation Village Los Milagros Subdivision Phase 1, PUD, Gabriela Hermosillo and Luis A. Diaz Mendoza, Adoption of Ordinance #5615 - Cervantes**

On March 19, 2025 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site is located 400 liner feet south of Los Milagros Road at the end of the cul-de-sac of Santa Ana Street. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff recommended approval of the request subject to compliance with the following conditions: 1) Must comply with all City Codes (Building, Fire, etc.); 2) The unit may Not have a separate water and electrical Meter; 3) No Kitchen facility is allowed; and 4) Not to be used for rental purposes.

City Manager recommended approval.

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

There were no comments.

Mayor Pro Tem Plata moved to approve Ordinance # 5615 Conditional Use Permit: To allow the construction of a Pool House in a Property zoned (PUD (Planned Unit Development)), 2811 Santa Ana Street, Lot 30, Sharyland Plantation Village Los Milagros Subdivision Phase 1. Motion was seconded by Councilman Vela and approved unanimously 5-0.

**ORDINANCE NO. 5615**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT TO ALLOW THE CONSTRUCTION OF A POOL HOUSE AT LOT 30, SHARYLAND PLANTATION VILLAGE LOS MILAGROS SUBDIVISION PHASE 1, LOCATED AT 2811 SANTA ANA STREET.

**39. Conditional Use Permit: The Sale & On-Site Consumption of Alcoholic Beverages – Point Padel Club in a property zoned C-3 (General Business District), 1508 E. Expressway 83, Lot 2A, Stewart Plaza Subdivision, C-3, Point Padel Club, LLC, Adoption of Ordinance #5616 - Cervantes**

On March 19, 2025 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site is located at the Southeast corner of E.

Expressway 83 and Travis Street. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval for two years subject to: 1) Must comply with all City Codes (Building, Fire, Health, and Sign codes, etc.); 2) Must comply with TABC requirements; 3) Must submit alcohol and food sales report quarterly; 4) CUP not transferable to others; and 5) Hours of operation are Monday – Friday & Sunday from 5:30 am to 12:00 am, and Saturday from 5:30 am to 1:00 am

Staff recommended approval of the request subject to compliance with the following conditions: 1) Life of use with the understanding that the permit can be revoked due to non-compliance. 2) Must comply with all City Codes (Building, Fire, Health, and Sign codes, etc.) 3) Must comply with TABC requirements. 4) Must submit alcohol and food sales report quarterly. 5) CUP not transferable to others. 6) Hours of operation are Monday – Friday & Sunday from 5:30 am to 12:00 am, and Saturday from 5:30 am to 1:00 am.

City Manager recommended approval.

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

There were no comments.

Mayor Pro Tem Plata moved to approve Ordinance # 5616 Conditional Use Permit: Conditional Use Permit: The Sale & On-Site Consumption of Alcoholic Beverages – Point Padel Club in a property zoned C-3 (General Business District), 1508 E. Expressway 83, Lot 2A, Stewart Plaza Subdivision, C-3 with a two-year re-evaluation. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

#### **ORDINANCE NO. 5616**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT FOR THE SALE & ON-SITE CONSUMPTION OF ALCOHOLIC BEVERAGES – POINT PADEL CLUB, 1508 E. EXPRESSWAY 83, BEING LOT 2A, STEWART PLAZA SUBDIVISION

#### **40. Conditional Use Permit: The Sale & On-Site Consumption of Alcoholic Beverages – At the Ice House, 815 N. Francisco Avenue, being the South 109.5' of Lot 2, Block 137, Mission Original Townsite and all of Lot 52, John H. Shary Industrial Subdivision, C-3, Lane Rangel, Adoption of Ordinance #\_\_\_\_\_ - Cervantes**

On March 19, 2025 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site was located at the Northwest corner of N. Francisco Avenue and E.8<sup>th</sup> Street. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval for two years subject to: 1) C.U.P. not transferable to others; 2) Waiver of the 300' separation requirement from residential areas; 3) Re-stripe parking area and add landscaping; 4) Must comply with all City Codes (Building, Fire, Health, Signage, etc.); 5) Must acquire a business license prior to occupancy; 6) Hours of operation are Monday – Saturday from 10:00 am to 12:00 am and Sunday from 12:00pm to 12:00am; and 7) Compliance with noise ordinance.

Staff recommended approval of the request subject to compliance with the following conditions: 1) Life of use and TABC License with the understanding that the permit can be revoked; 2) C.U.P. not transferable to others; 3) Waiver of the 300' separation requirement from residential areas; 4) Re-stripe parking area and add landscaping; 5) Must comply with all City Codes (Building, Fire, Health, Signage, etc.); 6) Must acquire a business license prior to occupancy; 7) Hours of operation are Monday – Saturday from 10:00 am to 12:00 am and Sunday from 12:00pm to 12:00am; 8) Compliance with noise ordinance.



City Manager recommended approval.

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

Veronica Galligan, second owner of the business, stated that they hadn't had any issues with their business and only sell beer and wine. They had always been in compliance with the city's recommendations and regulations. This was a neighborhood bar, and they were hoping that the city would continue to support them.

Esther Pena was in opposition of this request stating that it was not a neighborhood bar. They continuously played loud music, and she was tired of calling in to report the loud noise. She was also concerned because this was a residential area and there should not be bar in the area.

Mayor Garza asked Chief Torres if he was aware of any issues with the business and if he had information on the calls that had been made.

Chief Torres stated that he did not have the information on-hand, but he would work with staff to provide it to council as soon as possible.

Councilwoman Ortega moved to table this item until they reviewed the information that Chief Torres would be providing. Motion was seconded by Councilman Vela and approved unanimously 5-0.

**41. Conditional Use Permit: To allow the manufacturing of sheet metal in a C-3 (General Business District) Zone, 2500 W. Expressway 83, Lots 5, 6, & 7, Ala Blanca Norte Unit 1 Subdivision, C-3, Ines Lopez, Adoption of Ordinance #5617 - Cervantes**

On March 19, 2025 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site is located along the North side of West Expressway 83 approximately 100' West of Dolores Del Rio Avenue. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff recommended approval of the request subject to compliance with the following conditions: 1) Life of use with the understanding that the permit can be revoked due to non-compliance; 2) Must comply with all City Codes (Building, Fire, Landscaping, Parking, and Sign, etc.); 3) Installation of a solid buffer fence along the northside of the property; 4) Must acquire a business license prior to occupancy; 5) CUP not transferable to others; 6) Hours of operation are Monday – Friday from 9:00 am to 5 pm and Saturday from 9:00 am to 1:00 pm.

City Manager recommended approval.

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

There were no comments.

Mayor Pro Tem Plata moved to approve Ordinance # 5617 Conditional Use Permit: To allow the manufacturing of sheet metal in a C-3 (General Business District) Zone, 2500 W. Expressway 83, Lots 5, 6, & 7, Ala Blanca Norte Unit 1 Subdivision, C-3 with a two-year re-evaluation. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

**ORDINANCE NO. 5617**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A  
CONDITIONAL USE PERMIT TO MANUFACTURE SHEET METAL IN A C-3  
(GENERAL BUSINESS) ZONE, 2500 W. EXPRESSWAY 83, BEING LOTS 5, 6, & 7,  
ALA BLANCA NORTE UNIT 1

**42. Conditional Use Permit: To keep a portable building for an Auto Sales Office Use in a property zoned C-3 (General Business District), 2118 West Mile 3 Road, being the South 3.86 acres of Lot 22, New Caledonia Subdivision, C-3, Bunny Motors, LLC, Adoption of Ordinance #5618 - Cervantes**

On March 19, 2025 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site was located at the Northeast corner of Moorefield Road and West Mile 3 Road. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval for two years subject to: 1) Must comply with all City Codes (Building, Fire, Parking, Landscaping and Sign codes, etc.); 2) CUP not transferable to others; 3) Hours of operation are Monday – Saturday from 9:00 am to 7:00 pm; 4) add and maintain additional landscaping.

Staff recommended approval of the request subject to compliance with the following conditions: 1) Life of use with the understanding that the permit can be revoked due to non-compliance; 2) Must comply with all City Codes (Building, Fire, Parking, Landscaping and Sign codes, etc.); 3) CUP not transferable to others; 4) Hours of operation are Monday – Saturday from 9:00 am to 7:00 pm; 5) Add and maintain additional landscaping.

City Manager recommended approval.

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

There were no comments.

Councilwoman Ortega inquired about the landscaping as well as the carport that was beside the building. She expressed her concern about the carport not being stable.

Mayor Pro Tem Plata expressed his concerns in regards to landscaping.

Councilwoman Ortega moved to approve Ordinance #5618 Conditional Use Permit: To keep a portable building for an Auto Sales Office Use in a property zoned C-3 (General Business District), 2118 West Mile 3 Road, being the South 3.86 acres of Lot 22, New Caledonia Subdivision, C-3 with the requested landscaping and carport improvements and with a two-year re-evaluation. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

**ORDINANCE NO. 5618**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT TO KEEP A PORTABLE BUILDING FOR AUTO SALES OFFICE USE, 2118 W. MILE 3 ROAD, BEING THE SOUTH 3.86 ACRES OF LOT 22, NEW CALEDONIA SUBDIVISION

**43. Conditional Use Permit: A Home Occupation in a property zoned R-1 (Single Family Residential District), 3307 Amethyst Avenue, being all of Lot 130B, of Lots 130A & 130B, Re-plat of Lots 130, 131, and 132, Mountain View Phase I Subdivision, Adoption of Ordinance #5619 - Cervantes**

On March 19, 2025 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site was located along the West side of Amethyst Avenue approximately 100 feet North of Ramirez Street. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff recommended approval of the request subject to compliance with the following conditions: 1) Life of use with the understanding that the permit can be revoked due to non-compliance. 2)



Must comply with all City Codes (Building, Fire, Health, and Sign, etc.); 3) CUP not transferable to others; and 4) Hours of operation are Monday – Friday from 7:00 am to 5:00 pm.

City Manager recommended approval.

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

There were no comments.

Mayor Pro Tem Plata moved to approve Ordinance # 5619 Conditional Use Permit: A Home Occupation in a property zoned R-1 (Single Family Residential District), 3307 Amethyst Avenue, being all of Lot 130B, of Lots 130A & 130B, Re-plat of Lots 130, 131, and 132, Mountain View Phase I Subdivision, C-3. Motion was seconded by Councilman Vela and approved unanimously 5-0.

#### **ORDINANCE NO. 5619**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT RENEWAL FOR A HOME OCCUPATION – URGENT CARE TRANSPORT, 3307 AMETHYST AVENUE, BEING ALL OF LOT 130B, OF LOTS 130A & 130B, RE-PLAT OF LOTS 130, 131 AND 132, MOUNTAIN VIEW PH. I SUBDIVISION

#### **44. Conditional Use Permit: Drive-Thru Service Window & The Sale & On-Site Consumption of Alcoholic Beverages at Los Cuates Taco Shop, 2515 Colorado Street, Ste. 11, Lot 2, Block 2, Santa Lucia Development Subdivision, C-3, Los Cuates USA, LLC (c/o Ana Castillo), Adoption of Ordinance #5620 - Cervantes**

On March 19, 2025 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site was located at the Northwest corner of Colorado and Taylor Road. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval subject to: 1) Life of Use for the Drive-Thru Service Window; 2) 2 year re-evaluation for the Sale & On-Site Consumption of Alcoholic Beverages; 3) Must comply with all City Codes (Building, Fire, Health, and Sign codes, etc.); 4) Must comply with TABC requirements; 5) CUP not transferable to others; and 6) Hours of operation are Tuesday – Saturday from 12:00 pm to 2:00 am, and Sunday from 6:00 am to 10:00 pm.

Staff recommended approval of the request subject to compliance with the following conditions: 1) Life of use with the understanding that the permit can be revoked due to non-compliance; 2) Must comply with all City Codes (Building, Fire, Health, and Sign codes, etc.); 3) Must comply with TABC requirements; 4) CUP not transferable to others; 5) Hours of operation are Tuesday – Saturday from 12:00 pm to 2:00 am, and Sunday from 6:00 am to 10:00 pm.

City Manager recommended approval.

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

There were no comments.

Mayor Pro Tem Plata moved to approve Ordinance # 5620 Conditional Use Permit: Drive-Thru Service Window & The Sale & On-Site Consumption of Alcoholic Beverages at Los Cuates Taco Shop, 2515 Colorado Street, Ste. 11, Lot 2, Block 2, Santa Lucia Development Subdivision with a two-year re-evaluation. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

#### **ORDINANCE NO. 5620**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT RENEWAL FOR THE DRIVE-THRU SERVICE WINDOW AND THE SALE & ON-SITE CONSUMPTION OF ALCOHOLIC BEVERAGES AT LOS CUATES TACO SHOP, 2515 COLORADO STREET, STE. 11, BEING LOT 2, BLOCK 2, SANTA LUCIA DEVELOPMENT SUBDIVISION

**45. Conditional Use Permit: To extend the hours of operation and add live music at Las Calles De Mexico Taqueria, 308 N. Shary Road, being Lot 1, Sundance Crossing, C-3, Las Calles De Mexico, LLC, c/o Stephanie Castillo, and Adoption of Ordinance #5621 - Cervantes**

On March 19, 2025, the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site is located approximately 214' south of 4th Street along the east side of Shary Road. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval subject to: 1) 1 year re-evaluation at which point the C.U.P. for the sale of alcohol will need to be renewed; 2) Must comply with noise ordinance; and 3) Reducing the Hours on Tuesday – Thursday to 11:00 p.m.

Staff recommended approval of the request subject to compliance with the following conditions: 1) Life of Use with the understanding that the permit can be revoked due to non-compliance. 2) Must comply with all City Codes (Building, Fire, Health, Sign, Noise codes, etc.) 3) CUP not transferable to others, and 4) Hours of Operation: Sunday – Monday from 7:00 am to 11:00 pm, and Tuesday – Saturday from 7:00 am to 2:00 am.

City Manager recommended approval.

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

There were no comments.

Councilwoman Gerlach suggested that the CUP be re-evaluated after two years.

Mayor Garza asked if they were extending the hours of operation until 2am.

Mayor Pro Tem Plata moved to approve Ordinance # 5621 Conditional Use Permit: To extend the hours of operation and add live music at Las Calles De Mexico Taqueria, 308 N. Shary Road, with a one-year re-evaluation. Motion was seconded by Councilman Vela and approved unanimously 5-0.

**ORDINANCE NO. 5621**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT TO EXTEND THE HOURS OF OPERATION AND ADD LIVE MUSIC AND KARAOKE – LAS CALLES DE MEXICO TAQUERIA, 308 N. SHARY ROAD, BEING LOT 1, SUNDANCE CROSSING SUBDIVISION

**APPROVALS AND AUTHORIZATIONS**

**46. Acceptance of the Comprehensive Annual Financial Report (AFR) for the fiscal year ended September 30, 2023 – Roman**

Acceptance of the Comprehensive Annual Financial Report (AFR) for fiscal year ended 09/30/23 for the City of Mission.

Esmeralda Yniguez & Chad Young, CRI, CPA's and Advisors, representative, were available to present and answer any questions from the council in reference to the audit.

Staff and City Manager recommended acceptance.

Esmeralda Yniguez and Chad Young, CRI, CPA's and Advisors went over the Comprehensive Annual Finance Report for the City of Mission.

Councilwoman Gerlach moved to accept the Comprehensive Annual Financial Report (AFR) for the fiscal year ended September 30, 2023. Motion was seconded by Councilman Vela and approved 4-1, with Mayor Pro Tem Plata voting against.

**47. Presentation of the Fiscal Year ending September 30, 2024 Unaudited Income Statement – Roman**

Presentation was Made by Mr. Vidal Roman, Finance Director.

No action was taken on this item.

**48. Authorization to lease one (1) 2025 Chevrolet Trucks Tahoe 2WD 4dr Wgn Ls unit in the amount of \$93,358.75 and one (1) 2024 Ford Trucks F-250 Super Duty 4WD Crew Cab XL in the amount of \$99,713.07 from D&M Leasing Company (Buyboard #744-24) – Avila**

The Mission Fire Department was seeking authorization to lease one (1) 2025 Chevrolet Trucks Tahoe 2WD 4dr Wgn Ls unit and one (1) 2024 Ford Trucks F-250 Super Duty 4WD Crew Cab XL unit from D&M Leasing Company (Buyboard contract #744-24) to be used by their staff. The Chevrolet Trucks Tahoe monthly debt service (including principal and interest) for the unit would be \$1,744.16. The Ford Trucks F-250 monthly debt service (including principal and interest) for the unit would be \$1,849.07. The total purchase capitalized cost for the leases amounts to \$193,071.82. These units would be replacing the current 2020 Ram 1500 and 2020 Ford Trucks F-250 Super Duty to be surplus by the department.

Staff and City Manager recommended approval.

Councilman Vela inquired if the surplus vehicles would be auctioned by the City of Mission or through D&M Leasing.

Andy Garcia, Assistant City Manager, stated that it was likely that D&M Leasing would auction the vehicles since they were able to obtain better rates than the City.

Mayor Pro Tem Plata asked that this item be discussed in Executive Session.

Mayor Pro Tem Plata moved to approve to lease one (1) 2025 Chevrolet Trucks Tahoe 2WD 4dr Wgn Ls unit in the amount of \$93,358.75 and one (1) 2024 Ford Trucks F-250 Super Duty 4WD Crew Cab XL in the amount of \$99,713.07 from D&M Leasing Company (Buyboard #744-24). Motion was seconded by Councilman Vela and approved unanimously 4-0.

**49. Authorization to award contract to: Kinloch Equipment & Supply, Inc. for the lease of Specialized Heavy Equipment via BuyBoard Contracts #676-22 and #723-23 in the amount of \$1,250,384.34 – Avila**

Staff was seeking authorization to award contract to Kinloch Equipment & Supply, Inc. for the lease of two (2) Vactor 2100i Combination Sewer Cleaners via BuyBoard Contracts #676-22 and #723-23. Kinloch Equipment & Supply, Inc. would be providing a fleet and maintenance program that entailed repair and maintenance services, and warranty for the term of the lease program. The lease program (entitled "**Mile After Mile™**") would allow staff to reduce operating costs/downtime, achieve long term sustainability and a high level of equipment availability.

Quarterly reviews and assessments would be conducted to ensure the equipment and program efficiency. The negotiated proposal from Kinloch Equipment & Supply, Inc., outlining the terms of the lease as well as payment breakdown of sixty (60) monthly payments of \$9,025.00 per month with the option to purchase at the end of the five (5) year lease term.

Staff and City Manager recommended approval.

Councilwoman Gerlach inquired if this was something that was already budgeted.

City Manager Mike Perez stated that due to the wear and tear of this machinery, the department was spending a lot more on maintenance and upkeep and that it was time for the equipment to be replaced.

Mayor Pro Tem Plata moved to authorize to award contract to: Kinloch Equipment & Supply, Inc. for the lease of Specialized Heavy Equipment via BuyBoard Contracts #676-22 and #723-23 in the amount of \$1,250,384.34. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

**50. Authorization to award bid to Frontera Materials, Inc. for the purchase of Hot & Cold Mix Asphalt for the Public Works Department – Terrazas**

The City of Mission had accepted and opened four (4) bid responses for Hot and Cold Mix Asphalt. Staff recommended awarding bid to Frontera Materials, Inc., who was the lowest responsible bidder meeting all specifications. The contract term was for one-year with the option to renew for two (2) additional one-year renewals. Recommendation was based solely on estimated quantities and orders would be placed on an as needed basis. BID# 25-323-03-05

Hot Mix Asphalt w/Delivery - \$80.42/ton

Cold Mix Asphalt w/Delivery - \$100.42/ton

How Mix Asphalt w/out Delivery - \$70/ton

Staff and City Manager recommended approval.

Councilwoman Ortega moved to award bid to Frontera Materials, Inc. for the purchase of Hot & Cold Mix Asphalt for the Public Works Department. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

**51. Award bid for Sanitary Sewer Trunkline Project from Glasscock Road to Bryan Road to RDH Site & Concrete, LLC in the amount of \$2,161,475.50 with respective budget amendment – Terrazas**

The City of Mission accepted and opened eight (8) bid responses. Staff recommended awarding bid to RDH Site & Concrete, LLC who was the lowest responsive and responsible bidder meeting all specifications in the amount of \$2,161,475.50. Project would consist of a 6,200 linear foot 24" sewer line between Glasscock and Bryan Road north of Expressway 83. A new 24" line was proposed to be placed in parallel to the existing line and connected to the system to increase capacity. Project cost would be reimbursed via a Reimbursement Agreement approved by the MRA/TIRZ on November 21, 2024.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to Award bid for Sanitary Sewer Trunkline Project from Glasscock Road to Bryan Road to RDH Site & Concrete, LLC in the amount of \$2,161,475.50 with

respective budget amendment BA-25-30. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

**52. Authorization to accept supplemental grant award for the FY22 Operation Stonegarden Program with the Office of the Governor in the amount of \$104,934 with no match requirement and with respective budget amendment. – Elizalde**

The Mission Police Department had been awarded supplemental grant funding in the amount of \$104,934, which would further enhance its current grant project. The Department was seeking authorization to accept supplemental grant award, which would allow the acquisition of six (6) All-Terrain Vehicles and three (3) utility trailers to enhance its capabilities during Operation Stonegarden. This grant opportunity did not require a local match.

Staff and City Manager recommended approval.

Councilwoman Ortega moved to accept supplemental grant award for the FY22 Operation Stonegarden Program with the Office of the Governor in the amount of \$104,934 with no match requirement and with respective budget amendment 25-29. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

**53. Authorization to Approve CDBG Housing Assistance Program Guideline Revisions – Elizalde**

The Citizens Advisory Committee met on February 25, 2025 and approved recommendations to amend the CDBG Housing Assistance Program Guidelines as follows:

**Limitations on Amount of The Deferred Loan**

- The Maximum of up to \$45,000 per dwelling unit for housing rehabilitation to include manufactured homes with no maximum restriction the current appraised value.

**Exhibit “B” – Inspection Checklist**

- Increase A/C score weight from 1% to 10%
- Decrease Exterior Walls score weight from 15% to 10%

Decrease Interior Walls/Ceiling score weight from 10% to 6%.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve CDBG Housing Assistance Program Guideline Revisions. Motion was seconded by Councilman Vela and approved unanimously 5-0.

**54. Authorization for ratification of purchase of Fortinet Firewalls from Telepro at a cost of \$44,304.52 utilizing TIPS Contract #230105 – Ramirez**

Four (4) Firewalls for PD would be used to segregate PD network by providing direct internet access (1), strengthen security posture protecting east and west traffic lateral movement of data (1), and provide encryption for remote substations (2).

One (1) Firewall for City Hall would be used to strengthen security posture protecting east and west traffic lateral movement of data.

Staff and City Manager recommended approval.

Councilwoman Ortega asked Mr. Abram Ramirez, I.T. Director, if Municipal Court would be a part of the City Hall network or if it was possible to be on its own. She stated they had been having a lot of issues, and she would like to see if that could be considered.



Mr. Ramirez stated that Municipal Court had always been integrated with City Hall's network. He stated that the only department that would be segregated at this time would be the Police Department.

Councilwoman Ortega moved to ratify the purchase of Fortinet Firewalls from Telepro at a cost of \$44,304.52 utilizing TIPS Contract #230105. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

**55. Authorization to purchase Ford – FR Intrepid Power load from Siddons-Martin Emergency Group, LLC in the amount of \$172,767 via HGAC contract AM10-23 – Silva**

The Mission Fire Department was seeking authorization to purchase a Ford – FR Intrepid Power load from Siddons-Martin Emergency Group, LLC for the total cost of \$172,767.00, via HGAC AM10-20 (EMS). This transit ambulance would be designated as Medic-6 and would be used when another unit was down for maintenance, ensuring the continued treatment and care of our Mission citizens during such times.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to authorize to purchase Ford – FR Intrepid Power load from Siddons-Martin Emergency Group, LLC in the amount of \$172,767 via HGAC contract AM10-23. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

**56. Authorization to Purchase NFPA 1582 Physicals and NFPA 1583 Wellness Fitness Evaluations from Life Scan Wellness Center for a total cost of \$83,050 via Sole Source Vendor- Silva**

The Mission Fire Department was seeking authorization to purchase NFPA 1582 Physicals and NFPA 1583 Wellness Fitness Evaluations from Life Scan Wellness Centers. The NFPA Physicals and Wellness Fitness Evaluations were broken down into six (6) categories; Annual Public Safety Exam, Cardiopulmonary Assessment, Ultrasound Screening, Blood and Laboratory Tests, Fitness Evaluation, and Medical Clearances. The testing would be for one-hundred and ten (110) full-time firefighters in the amount of \$83,050.00, via sole source provider. The City of Mission was taking a proactive approach in the well-being of our firefighters.

Staff and City Manager recommended approval.

Councilwoman Ortega moved to authorize the Purchase NFPA 1582 Physicals and NFPA 1583 Wellness Fitness Evaluations from Life Scan Wellness Center for a total cost of \$83,050 via Sole Source Vendor. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

**57. Approval of the implementation of a speed hump in the area of 2700 Norma Drive, in accordance with the City of Mission Code of Ordinances, Division 5, Speed humps, Section 110.351 to Section 110.354 – Torres**

The Mission Police Department received a request for a speed hump in the area of 2700 Norma Drive. Representatives of the area previously filed an application with the City of Mission for the aforementioned speed hump. After review of the application by the City of Mission Planning Department, it was confirmed that over sixty-six percent of the homeowners were in favor of the placing of speed humps on their street. On March 05, 2025, the Traffic Safety Committee met and reviewed the request. The Traffic Safety Committee recommended implementing the requested speed humps in the area of 2700 Norma Drive.

Staff and City Manager recommend approval

Councilwoman Ortega moved to approve the implementation of a speed hump in the area of 2700 Norma Drive, in accordance with the City of Mission Code of Ordinances, Division 5, Speed humps, Section 110.351 to Section 110.354. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

**58. Consideration and possible action regarding the current Disaster Declaration related to the Cybersecurity incident – Perez**

The City was currently under a disaster declaration in response to a cybersecurity incident that had impacted municipal operations. The declaration was issued to facilitate emergency response efforts, coordinate recovery actions, and access necessary resources regarding the ongoing response and recovery efforts. Pursuant to Section 418.108(b) the City of Mission may extend, modify or terminate the current disaster declaration.

Seeking council direction to extend, modify or terminate the current disaster declaration.

Mayor Garza asked to discuss this item in executive session.

Mayor Pro Tem Plata moved to extend the current disaster declaration. Motion was seconded by Councilman Vela and approved unanimously 4-0.

**59. Consideration and approval of Resolution # 1968 by the City Council of the City of Mission, Texas authorizing the creation of the Cimarron Public Improvement District (PID); resolving other matters incident and related thereto; and providing an effective date pursuant to the provisions of Chapter 372 of the Texas Local Government Code - Perez**

Chapter 372 of the Texas Local Government Code authorized the creation of public improvement districts and the levy of assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within such district. Owners of approximately 366.34 acres of real property within the corporate boundaries of the City of Mission, Texas delivered to the City Council a petition indicating that (i) the owners of more than 50% of the appraised value of the taxable Property liable for assessment, and (ii) the owners constitute more than 50% of all record owners of property liable for assessment under the proposal have executed such Petition requesting that the City create a public improvement district within the corporate limits of the City to be known as the “Cimarron Public Improvement District”.

Staff and City Manager recommend approval.

David Earl, representative for the HOA for Cimarron, stated that the passing of this resolution would establish a Public Improvement District (PID) and set forth parameters for their operations. The PID would have a board that would be controlled by the City Council.

Councilwoman Gerlach moved to approve Resolution #1968 by the City Council of the City of Mission, Texas authorizing the creation of the Cimarron Public Improvement District (PID); resolving other matters incident and related thereto; and providing an effective date pursuant to the provisions of Chapter 372 of the Texas Local Government Code. Motion was seconded by Councilman Vela and approved unanimously 4-1, with Mayor Pro Tem Plata abstaining.

**RESOLUTION NO.1968**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS  
AUTHORIZING THE CREATION OF THE CIMARRON PUBLIC IMPROVEMENT  
DISTRICT; RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO;



## AND PROVIDING AN EFFECTIVE DATE.

**60. Consider and act on appointments to the Cimarron Public Improvement District Board of Directors positions 1-5. – Perez**

Board of Director appointments to the Cimarron Public Improvement District were as follows:

Position No. 1 – City of Mission Mayor; Position No. 2 – Mission Economic Development Corporation Chairman; Position No. 3 – Joseph Phillips; Position No. 4 – Ann Camarillo; Position No. 5 – Dolly Elizondo.

Staff and City Manager recommend approval.

David Earl stated that this would be for the appointment of the board, which the members would be selected by the City Council. The PID would be managed by this board and the board would be reporting to Council.

Councilwoman Gerlach moved to approve appointments to the Cimarron Public Improvement District Board of Directors positions 1-5 as presented. Motion was seconded by Councilman Vela and approved unanimously 5-0.

**61. Request by Cabe Investments, LP. to submit a performance bond or a letter of credit for the Misiones de San Jorge Subdivision Phase I to enable recording process of the subdivision without having all the utilities completed – Cervantes**

On February 4, 2025, staff received a request by Mario Salinas - Engineer of MAS Engineering and Cesar Cabello – President of Cabe Investment LP to have the City Council consider allowing a performance bond or a letter of credit in the amount of \$215,879.75 in lieu of installing utilities and payment of subdivision related fees prior to allow the recording of the proposed Las Misiones de San Jorge Subdivision Phase I Subdivision.

Staff and City Manager recommend denial.

Mayor Pro Tem Plata stated that a bank should be able to provide credit and inquired as to how much more time was needed in order to complete the subdivision. He also asked if it was customary for a developer to request this from a city in order to complete a project.

Mr. Cervantes, stated that other do allow for this in their code; however, it was not an ideal situation as it would create a liability for the City.

Councilwoman Gerlach asked if \$115K would be sufficient funding to finish this project.

J.P. Terrazas, Assistant City Manager, stated that \$115K would be enough to complete Phase I of this project.

Mayor Pro Tem Plata stated that he was uncomfortable with the nature of this request and was in opposition of it.

Councilwoman Gerlach moved to deny the Request by Cabe Investments, LP. to submit a performance bond or a letter of credit for the Misiones de San Jorge Subdivision Phase I to enable recording process of the subdivision without having all the utilities completed. Motion was seconded by Councilman Vela and denied unanimously 5-0.

**62. Plat Approval: Las Misiones de San Jorge Subdivision Phase I, Being a 23.48 acre tract of land, more or less, out of and forming a part of Lots 9-6, West Addition to**

**Sharyland, R-3, Developer: Cabe Investments, LP, Engineer: MAS Engineering, LLC, - Cervantes**

On February 19, 2024, the Planning and Zoning Commission approved the Plat for the Las Misiones de San Jorge Subdivision Phase I. The subject site is located along the south side of Military Parkway, approximately 400' west of F.M. 1016 (Conway Avenue).

Staff and City Manager recommend denial.

Mayor Pro Tem Plata moved to Plat Approval: Las Misiones de San Jorge Subdivision Phase I, Being a 23.48 acre tract of land, more or less, out of and forming a part of Lots 9-6, West Addition to Sharyland, R-3, Developer: Cabe Investments, LP, Engineer: MAS Engineering, LLC. Motion was seconded by Councilman Vela and denied unanimously 5-0.

**UNFINISHED BUSINESS**

None

**ROUTINE MATTERS**

City Manager Comments – Teen Animanga Club Easy Cosplay Session: Box Heads at the Speer Memorial Library on March 26, 2025 at 6:00 p.m., Annual Trash Bash on Saturday, March 29<sup>th</sup> at the CWV Park, Autism Awareness Walk on Saturday, April 26<sup>th</sup> at 10am.

City Council Comments – Councilwoman Gerlach encouraged everyone to come out on Saturday to participate in the city's Annual Trash Bash.

Mayor's Comments – Mayor Garza echoed Councilwoman Gerlach's comments.

At 6:02 p.m., Mayor Pro Tem Plata moved to convene into Executive Session. Motion was seconded by Councilman Vela and approved unanimously 5-0.

**EXECUTIVE SESSION**

Councilwoman Ortega stepped out of the meeting at 7:25 p.m.

Upon conclusion of Executive Session at 7:29 p.m., Mayor Pro Tem Plata moved to reconvene the regular meeting. Motion was seconded by Councilman Vela and approved unanimously 4-0.

Council proceeded to discuss items 48 and 58 at this time.

1. Closed session pursuant to Tex. Gov't Code Section 551.074 (Personnel Matters) Annual 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), Section 551.072 (Real Property) related to Cimarron

No Action

2. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney), Consideration and action, if any, relating to the ratification of agreements entered into in response to CyberSecurity Incident relating to Security and Infrastructure issues for Computers. Pursuant to 552.101, 552.107, and 552.139.

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

4. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney) approval to accept the counteroffer to purchase the tracts of land known as Parcel Nos. 69-1 and 69-2 associated with the Taylor Road Phase II Project (RCSJ# 0921-02-377) with authority for the City Manager to proceed as directed

Mayor Pro Tem Plata moved to approve counter offer and authorized City Manager to proceed as directed. Motion was seconded by Councilwoman Gerlach and approved unanimously 4-0.

5. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney) Section 551.072 (Real Property) related to:

A. Granting authorization to exercise the use of eminent domain authority to acquire certain real property, giving notice of an official determination to acquire said property described generally as Parcel 9, a 49,748 square feet or 1.142 acre tract of land, situated in porcion 52, in the City of Mission, Texas, and as described in document number 1869934, of the Official Records, Hidalgo County, Texas, for the construction or improvement from Business IH-2 to Military Road (Parkway Loop) of Inspiration/Military Parkway Project and approval of Resolution # 1969.

Mayor Pro Tem Plata moved to approve Resolution # 1969 authorizing the use of eminent domain for Parcel 9 for the construction or improvement from Business IH-2 to Military Road (Parkway Loop) of Inspiration/Military Parkway Project. Motion was seconded by Councilwoman Gerlach and approved unanimously 4-0.

#### **RESOLUTION NO. 1969**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AUTHORIZING USE OF THE POWER OF EMINENT DOMAIN TO ACQUIRE PROPERTY DESCRIBED AS BEING A 49,748 SQUARE FEET OR 1.142 ACRE TRACT OF LAND, SITUATED IN PORCION 52, HIDALGO COUNTY, TEXAS, AND BEING OUT OF A 185.66 ACRE TRACT OF LAND, CONVEYED TO ML RHODES, LTD., BY "CERTIFICATE OF MERGE", DATED DECEMBER 16, 2003 AND RECORDED ON MARCH 18, 2008, AS DESCRIBED IN DOCUMENT NUMBER 1869934, OF THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, SAID 49,748 SQUARE FEET OR 1.142 ACRE TRACT OF LAND, FOR THE CONSTRUCTION OR IMPROVEMENT FROM BUSINESS IH-2 TO MILITARY ROAD (PARKWAY LOOP) OF INSPIRATION/MILITARY PARKWAY PROJECT.

B. Granting authorization to exercise the use of eminent domain authority to acquire certain real property, giving notice of an official determination to acquire said property described generally as Parcel 10, a 7,233 square feet or 0.166 of one acre tract of land, situated in Porcion 52, Hidalgo County, Texas and being out of a 10.094 acre tract of land, described in Document Number 3218526, of the Official Records, Hidalgo County, Texas, for the construction or improvement from Business IH-2 to Military Road (Parkway Loop) of Inspiration/Military Parkway Project and approval of Resolution # 1970.

Mayor Pro Tem Plata moved to approve Resolution # 1970 authorizing the use of eminent domain for Parcel 10 for the construction or improvement from Business IH-2 to Military Road

(Parkway Loop) of Inspiration/Military Parkway Project. Motion was seconded by Councilwoman Gerlach and approved unanimously 4-0.

#### **RESOLUTION NO. 1970**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AUTHORIZING USE OF THE POWER OF EMINENT DOMAIN TO ACQUIRE PROPERTY DESCRIBED AS BEING A 7,233 SQUARE FEET OR 0.166 OF ONE ACRE TRACT OF LAND, SITUATED IN PORCION 52, HIDALGO COUNTY, TEXAS, AND BEING OUT OF A 10.094 ACRE TRACT OF LAND, CONVEYED TO HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 18, BY "CORRECTION SPECIAL WARRANTY DEED", DATED DECEMBER 31, 2020 AND RECORDED ON APRIL 30, 2021, AS DESCRIBED IN DOCUMENT NUMBER 3218526, OF THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, SAID 7,233 SQUARE FEET OR 0.166 OF ONE ACRE TRACT OF LAND, FOR THE CONSTRUCTION OR IMPROVEMENT FROM BUSINESS IH-2 TO MILITARY ROAD (PARKWAY LOOP) OF INSPIRATION/MILITARY PARKWAY PROJECT.

C. Granting authorization to exercise the use of eminent domain authority to acquire certain real property, giving notice of an official determination to acquire said property described generally as Parcel 13, being a 36,290 square feet or 0.833 of one acre tract of land, situated in Porcion 52, Hidalgo County, Texas and being out of an 18.967 acre tract of land, as described in Document Number 3218526, of the Official Records, Hidalgo County, Texas, for the construction or improvement from Business IH-2 to Military Road (Parkway Loop) of Inspiration/Military Parkway Project and approval of Resolution # 1971.

Mayor Pro Tem Plata moved to approve Resolution # 1971 authorizing the use of eminent domain for Parcel 13 for the construction or improvement from Business IH-2 to Military Road (Parkway Loop) of Inspiration/Military Parkway Project. Motion was seconded by Councilwoman Gerlach and approved unanimously 4-0.

#### **RESOLUTION NO. 1971**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AUTHORIZING USE OF THE POWER OF EMINENT DOMAIN TO ACQUIRE PROPERTY DESCRIBED AS BEING A 36,290 SQUARE FEET OR 0.833 OF ONE ACRE TRACT OF LAND, SITUATED IN PORCION 52, HIDALGO COUNTY, TEXAS, AND BEING OUT OF A 18.967 ACRE TRACT OF LAND, CONVEYED TO HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 18, BY "CORRECTION SPECIAL WARRANTY DEED", DATED DECEMBER 31, 2020 AND RECORDED ON APRIL 30, 2021, AS DESCRIBED IN DOCUMENT NUMBER 3218526, OF THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, SAID 36,290 SQUARE FEET OR 0.833 OF ONE ACRE TRACT OF LAND, FOR THE CONSTRUCTION OR IMPROVEMENT FROM BUSINESS IH-2 TO MILITARY ROAD (PARKWAY LOOP) OF INSPIRATION/MILITARY PARKWAY PROJECT.

D. Granting authorization to exercise the use of eminent domain authority to acquire certain real property, giving notice of an official determination to acquire said property described generally as Parcel 14, being a 24,329 square feet or 0.559 of one acre tract of land, situated in Porcion 52, Hidalgo County, Texas and being out of 6.33 acre tract of land as described in Document Number 3086122 of the Official Records, Hidalgo County, Texas, for the construction or improvement from Business IH-2 to Military Road (Parkway Loop) of Inspiration/Military Parkway Project and approval of Resolution # 1972.

Mayor Pro Tem Plata moved to approve Resolution # 1972 authorizing the use of eminent domain for Parcel 14 for the construction or improvement from Business IH-2 to Military Road (Parkway Loop) of Inspiration/Military Parkway Project. Motion was seconded by Councilwoman Gerlach and approved unanimously 4-0.

#### **RESOLUTION NO. 1972**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AUTHORIZING USE OF THE POWER OF EMINENT DOMAIN TO ACQUIRE PROPERTY DESCRIBED AS BEING A 24,329 SQUARE FEET OR 0.559 OF ONE ACRE TRACT OF LAND, SITUATED IN PORCION 52, HIDALGO COUNTY, TEXAS, AND BEING OUT OF A 6.33 ACRE TRACT OF LAND, CONVEYED TO AMIGOS DEL VALLE INCORPORATED, A TEXAS NON-PROFIT ORGANIZATION, BY "SPECIAL WARRANTY DEED", DATED JANUARY 29, 2020 AND RECORDED ON FEBRUARY 5, 2020, AS DESCRIBED IN DOCUMENT NUMBER 3086122, OF THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, SAID 24,329 SQUARE FEET OR 0.559 OF ONE ACRE TRACT OF LAND, FOR THE CONSTRUCTION OR IMPROVEMENT FROM BUSINESS IH-2 TO MILITARY ROAD (PARKWAY LOOP) OF INSPIRATION/MILITARY PARKWAY PROJECT.

E. Granting authorization to exercise the use of eminent domain authority to acquire certain real property, giving notice of an official determination to acquire said property described generally as Parcel 15, being a 20,993 square feet or 0.482 of one acre tract of land, situated in Porcion 52, Hidalgo County, Texas, and being out of a 7.80 acre tract of land, described in Document Number 1600774 of the Official Records, Hidalgo County, Texas, for the construction or improvement from Business IH-2 to Military Road (Parkway Loop) of Inspiration/Military Parkway Project and approval of Resolution # 1973.

Mayor Pro Tem Plata moved to approve Resolution # 1973 authorizing the use of eminent domain for Parcel 15 for the construction or improvement from Business IH-2 to Military Road (Parkway Loop) of Inspiration/Military Parkway Project. Motion was seconded by Councilwoman Gerlach and approved unanimously 4-0.

#### **RESOLUTION NO. 1973**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AUTHORIZING USE OF THE POWER OF EMINENT DOMAIN TO ACQUIRE PROPERTY DESCRIBED AS BEING A 20,993 SQUARE FEET OR 0.482 OF ONE ACRE TRACT OF LAND, SITUATED IN PORCION 52, HIDALGO COUNTY, TEXAS, AND BEING OUT OF A 7.80 ACRE TRACT OF LAND, CONVEYED TO SANDRA E. TAMEZ AND HUSBAND, JOSE CRUZ TAMEZ, BY "WARRANTY DEED WITH VENDOR'S LIEN", DATED MARCH 29, 2006 AND RECORDED ON APRIL 07, 2006, AS DESCRIBED IN DOCUMENT NUMBER 1600774, OF THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, SAID 20,993 SQUARE FEET OR 0.482 OF ONE ACRE TRACT OF LAND, FOR THE CONSTRUCTION OR IMPROVEMENT FROM BUSINESS IH-2 TO MILITARY ROAD (PARKWAY LOOP) OF INSPIRATION/MILITARY PARKWAY PROJECT.

F. Granting authorization to exercise the use of eminent domain authority to acquire certain real property, giving notice of an official determination to acquire said property described generally as Parcel 16, being a 10,727 square feet or 0.246 of one acre tract of land, situated in Lot 1, Gregory Long Subdivision, as recorded in Volume 38, Page 179 of the Map Records, Hidalgo County, Texas as described in Document Number 1113216 of the Official Records, Hidalgo



County, Texas, for the construction or improvement from Business IH-2 to Military Road (Parkway Loop) of Inspiration/Military Parkway Project and approval of Resolution # 1974. Mayor Pro Tem Plata moved to approve Resolution # 1974 authorizing the use of eminent domain for Parcel 16 for the construction or improvement from Business IH-2 to Military Road (Parkway Loop) of Inspiration/Military Parkway Project. Motion was seconded by Councilwoman Gerlach and approved unanimously 4-0.

#### **RESOLUTION NO. 1974**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AUTHORIZING USE OF THE POWER OF EMINENT DOMAIN TO ACQUIRE PROPERTY DESCRIBED AS BEING A 10,727 SQUARE FEET OR 0.246 OF ONE ACRE TRACT OF LAND, SITUATED IN LOT 1 CONVEYED TO GREGORY LONG BY "WARRANTY DEED WITH VENDOR'S LIEN", DATED JULY 23, 2002 AND RECORDED ON AUGUST 20, 2002, AS DESCRIBED IN DOCUMENT NUMBER 1113216, OF THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, SAID 10,727 SQUARE FEET OR 0.246 OF ONE ACRE TRACT OF LAND, FOR THE CONSTRUCTION OR IMPROVEMENT FROM BUSINESS IH-2 TO MILITARY ROAD (PARKWAY LOOP) OF INSPIRATION/MILITARY PARKWAY PROJECT.

G. Granting authorization to exercise the use of eminent domain authority to acquire certain real property, giving notice of an official determination to acquire said property described generally as Parcel 17, being a 5,383 square feet or 0.124 of one acre tract of land, situated in Porcion 52, Hidalgo County, Texas, and being out of a 1.10 acre tract of land as described in Document Number 1468115 of the Official Records, Hidalgo County, Texas, for the construction or improvement from Business IH-2 to Military Road (Parkway Loop) of Inspiration/Military Parkway Project and approval of Resolution # 1975.

Mayor Pro Tem Plata moved to approve Resolution # 1975 authorizing the use of eminent domain for Parcel 17 for the construction or improvement from Business IH-2 to Military Road (Parkway Loop) of Inspiration/Military Parkway Project. Motion was seconded by Councilwoman Gerlach and approved unanimously 4-0.

#### **RESOLUTION NO. 1975**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AUTHORIZING USE OF THE POWER OF EMINENT DOMAIN TO ACQUIRE PROPERTY DESCRIBED AS BEING A 5,383 SQUARE FEET OR 0.124 OF ONE ACRE TRACT OF LAND, SITUATED IN PORCION 52, HIDALGO COUNTY, TEXAS, AND BEING OUT OF A 1.10 ACRE TRACT OF LAND, CONVEYED TO JUAN OCHOA, BY "WARRANTY DEED WITH VENDOR'S LIEN", DATED APRIL 18, 2005 AND RECORDED ON MAY 5, 2005, AS DESCRIBED IN DOCUMENT NUMBER 1468115, OF THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, SAID 5,383 SQUARE FEET OR 0.124 OF ONE ACRE TRACT OF LAND, FOR THE CONSTRUCTION OR IMPROVEMENT FROM BUSINESS IH-2 TO MILITARY ROAD (PARKWAY LOOP) OF INSPIRATION/MILITARY PARKWAY PROJECT.

H. Granting authorization to exercise the use of eminent domain authority to acquire certain real property, giving notice of an official determination to acquire said property described generally as Parcel 26, being a 1,473 square feet or 0.034 of one acre tract of land, situated in Lot 19-1, West Addition to Sharyland Subdivision, as recorded in Volume 1, Page 56 of the Map Records as recorded in Volume 2,084, Page 249 of the Deed Records, Hidalgo County, Texas, for the

construction or improvement from Business IH-2 to Military Road (Parkway Loop) of Inspiration/Military Parkway Project and approval of Resolution # 1976.

Mayor Pro Tem Plata moved to approve Resolution # 1976 authorizing the use of eminent domain for Parcel 26 for the construction or improvement from Business IH-2 to Military Road (Parkway Loop) of Inspiration/Military Parkway Project. Motion was seconded by Councilwoman Gerlach and approved unanimously 4-0.

#### **RESOLUTION NO. 1976**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AUTHORIZING USE OF THE POWER OF EMINENT DOMAIN TO ACQUIRE PROPERTY DESCRIBED AS BEING A 1,473 SQUARE FEET OR 0.034 OF ONE ACRE TRACT OF LAND, SITUATED IN LOT 19-1, WEST ADDITION TO SHARYLAND SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 56, OF THE MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING OUT OF A 0.40 OF ONE ACRE TRACT OF LAND, REMAINDER OF A 0.88 OF ONE ACRE TRACT OF LAND, CONVEYED TO OMAR MADRIGAL AND WIFE, ROSA B. MADRIGAL, BY WARRANTY DEED, DATED JANUARY 15, 1985 AND RECORDED ON JANUARY 18, 1985, AS RECORDED IN VOLUME 2,084, PAGE 249, OF THE DEED RECORDS, HIDALGO COUNTY, TEXAS, SAID 1,473 SQUARE FEET OR 0.034 OF ONE ACRE TRACT OF LAND FOR THE CONSTRUCTION OR IMPROVEMENT FROM BUSINESS IH-2 TO MILITARY ROAD (PARKWAY LOOP) EAST TO FM1016.

#### **ADJOURNMENT**

At 7:31 p.m., Mayor Pro Tem Plata moved for adjournment. Motion was seconded by Councilwoman Gerlach and approved unanimously 4-0.

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Norie Gonzalez Garza, Mayor

ATTEST:

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Anna Carrillo, City Secretary





# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025

**PRESENTED BY:** Mike R. Perez, City Manager

**AGENDA ITEM:** Acknowledge Receipt of Minutes – Perez  
Parks & Recreation – February 18, 2025  
Mission Economic Development Corporation – February 26, 2025  
Mission Redevelopment Authority – February 28, 2025  
Mission Tax Increment Reinvestment Zone – February 28, 2025  
Civil Service Commission – February 28, 2025

### 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 \_\_\_\_\_

**PARKS AND RECREATION BOARD MEETING**  
**February 18, 2025**

<b><u>BOARD MEMBERS PRESENT</u></b>	<b><u>STAFF</u></b>
Tony Guerrero	Brad Bentsen
Chris Voss	Pete Lopez
Julissa Martin	Rick Contreras
Mark Minton	Juan Calderon
Jesus Mendiola	
Melissa Reyna	
Gilbert Sotello	

**Call to Order**

Tony Guerrero called the meeting to order.

**Roll Call**

Roll call was taken and quorum was met.

**Prayer**

Chris Voss led us in prayer.

**Approval of Minutes**

The Board Members approved the minutes for the January 2025 Board meeting. Motion to approve was made by Mark Minton and seconded by Jesus Mendiola. The motion to approve minutes passed unanimously.

## **UPDATE OF PARKS**

Parks employees prepared Lions Park for the ribbon cutting, added mulch and cleaned the exterior of the garden area.

There were several events and activities the Parks employees assisted with this month, the main one was the Texas Citrus Fiesta event/parade. For this parade, the Parks employees cleaned all right-of-ways, checked for graffiti, provided bleachers, assisted with street closures, 3 drivers for floats, and was the clean up crew for after the parade. The Historical Museum had a time capsule event that we assisted with the set up and tear down of, along with several ribbon cuttings for the Mission Chamber of Commerce. Lastly, the parks employees are working on creating a sidewalk at the Library to connect the south side of the library to the garden.

During the two-day freeze, the Parks Department opened a warming shelter at the Recreation Center that was operated by Parks staff.

There has been progress in moving the playground from Lopez Park to Hinojosa Park. Parks employees are finishing up final touches of the paint on the playground and adding grass to the area. The irrigation system has been installed for the park, but still pending adding mulch and SOD to the perimeter of the playground.

The steps on the Playscape at Bannworth Park were replaced.

Parks employee Felipe assisted the Texas Citrus Fiesta office transport a float to Laredo for a parade.

## **UPDATE OF RECREATION**

The Wednesday basketball league has officially started.

Our Texas Citrus 5k was a success this year with over 280 runners, which is the most participation the Department has had for a 5K.

Currently renting and marking fields for the Boys and Girls Club for their softball leagues while they host their games at Bentsen Palm Park.

After several complaints about the pricing of renting tennis courts at the Birdwell Tennis Center, the Board decided it would be best to discuss the pricing of all facilities and decide on new rental rates to present to City Council. It was suggested to host an evening Board meeting to discuss these rental rates without being limited on time.

### Aquatics Update

The Bannworth Natatorium is still being used for lap swimming in the mornings and evenings.

Our USA Swim Team just competed in a SCAGS Swim meet in San Antonio and are currently preparing for an upcoming swim meet in Corpus Christi with 14 swimmers participating.

Border Patrol and South Texas College are still using the pool for training and practice purposes.

### New Business

Currently working on fixing issues with the Splash Pad at Lions Park so it can hopefully be open to the public by March 18-19<sup>th</sup> for the City's Staycation event.

Keeping park and restrooms clean at Lions Park has been an ongoing issue with the amount of people attending the park on the daily.

Complaints about poor/no lighting at Lions Park under the Playscape has been brought to the attention of the Board and is currently being worked on to provide better lighting for that area.

After an incident of an unleashed dog scratching a child at Lions Park, the Board discussed several options to prevent this from happening in the future. Currently, the City has a city ordinance that all dogs must be on a leash at a City Park unless it is the dog park at Bannworth. After further discussion to either restrict dogs completely from Lions Park or enforce all dogs must be on a leash, majority of the Board agreed to keep and enforce the current city ordinance of leash law, and display signs around the Park.

With the amount of people bringing their dogs to Lions Park, doggie stations have now been ordered to be installed around the park.

Currently discussing Phase II and III for Lions Park, these additions would takeover fairway 25 and 26 which are the remaining 7 holes of the golf course, these phases would be funded by CEED. The plan is to restructure and redesign this area, which would also be home to the Boys and Girls Club. However, one council member wants additional baseball fields, but this would take away from the limited space available for parking.

Originally Citizen Participation for this Board Meeting was going to be from a frequent bike rider Marcos Oliva at the Hike and Bike Trails. This individual is currently altering the trails by cutting tree branches and other alterations to make the trails faster for more speed, but more dangerous for those wanting to enjoy the trails for leisure. By doing so he and those hosting 5K's are making the trails and turns wider and are destroying the nature element of these trails. Trail maintenance and supervision has now become a concern for the Hike and Bike Trails, in order to address and stay on top of these issues it was suggested to create a subcommittee that is overseen by the Parks

Board. T Guerrero recommended this committee to consist of Marcos Oliva, our board member Jesus Mendiola, and four other bikers who could come up with ideas to help maintain these trails.

B. Bentsen suggested to plan for an evening meeting to discuss all the issues regarding the rentals of baseball fields, tennis courts, and soccer academies.

### Adjournment

**Gilbert Sotelo** made a motion to adjourn the meeting and was seconded by **Julissa Martin**. The Board voted unanimously to approve.

**NOTICE OF SPECIAL MEETING & PUBLIC HEARING  
MISSION ECONOMIC DEVELOPMENT CORPORATION  
FEBRUARY 26, 2025      4:00 PM  
CENTER FOR EDUCATION AND ECONOMIC DEVELOPMENT**

**PRESENT:**

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

**ABSENT:**

Deborah L. Cordova, Vice President

**ALSO PRESENT:**

Eugene Vaughan, JGKL LLP  
Michael Fernuik, Shary Municipal Golf Course  
Pilar Gonzalez, Habibi LLC

**STAFF PRESENT:**

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

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

After establishing a quorum of the President Richard Hernandez called the special meeting to order at 4:08 PM.

**2. Invocation:** Jose G. Vargas.**3. Pledge of Allegiance:** Secretary Estella Saenz**4. Citizens' Participation:** None.**5. Approval of Minutes:** Special Meeting of January 22, 2025

There being no corrections or additions, Treasurer Julian Alvarez moved for approval of the Special Meeting minutes of January 22, 2025. Motion was seconded by Secretary Estella Saenz and approved 6-0.

**6. Deliberation and possible action for acceptance of Unadjusted Financial Statement for January 2025.**

Mr. Salazar recapped the last month's Board meeting, during which a reference was noted regarding a Reserve Balance for Debt Service of \$1,540,616, while \$1,541,615 was reported in another. He clarified that the \$1,000 difference was due to a correct liability amount reflected in the first figure.

There being no corrections or additions, Treasurer Julian Alvarez moved for approval. Motion was seconded by Carl Davis and approved 6-0.



**7. Deliberation and possible action to approve Invoice #16 from the City of Mission in the amount of \$354,752.04 related to an EDA grant project.**

Financial Officer Joe Salazar presented Invoice #16 from the City of Mission, recommending its approval for the amount of \$354,752.04. This invoice is related to a \$3 million EDA grant allocated for drainage improvements related to property being developed by Killam Development. Mr. Salazar noted that a meeting was held between Killam Development representatives, and City and MEDC staff a week ago to review the figures. After reviewing and reconciling figures, they confirmed the due amount of \$354,752.04 to the City of Mission. The project is anticipated to be completed in March, and he is seeking approval of the invoice.

Secretary Estella Saenz moved for approval of Invoice #16 from the City of Mission in the amount of \$354,752.04 related to an EDA grant project. Motion was seconded by Treasurer Julian Alvarez and approved 6-0.

**8. Public Hearing – MEDC Fiscal Year 2025 proposed project consideration related to an economic incentive for the construction of a warehouse and parking lot, to be located at 821 Keralum, Mission, Texas (Project Aloe).**

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

Comments: None.

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

**9. Deliberation and possible action related to the approval of an Economic Development Performance Agreement for Project Aloe.**

CEO Tecló J. Garcia stated that this project, previously presented as a Letter of Intent approved on January 22, 2025, involves the construction of a warehouse and parking lot at 821 Keralum Street, Mission. Legal counsel has prepared an Economic Development Performance Agreement for consideration and approval. The company is seeking financial support in an amount not exceeding \$25,000, to be paid in one installment, contingent upon specific conditions. The company requests an incentive of about 2% of their investment of \$500,000, which will also create 20 new jobs. Director of Business Development Stephanie Mendiola added that the construction will encompass 10,000 sq. ft. including parking and landscaping improvements. Ms. Mendiola noted that this company owns Valley Herbal Products in McAllen, a manufacturing company for Aloe Vera and plan on expanding their McAllen location to Mission. The company plans on completing the project by December 2025.

Carl Davis moved for approval of an Economic Development Performance Agreement for Project Aloe. Motion was seconded by Treasurer Julian Alvarez and approved 6-0.

**10. 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 Aloe.**

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 Aloe. Motion was seconded by Secretary Estella Saenz and approved 6-0.

**11. Discussion and possible action for approval of First Amendment to Economic Development Performance Agreement between Mission Economic Development Corporation and Habibi Gourmet LLC dba Dip it.**

CEO Teclo J. Garcia reported that Habibi Gourmet LLC, operating as Dip It, received assistance from MEDC on March 22, 2024, through an Economic Development Performance Agreement which included two annual installments of \$62,500 for a total of \$125,000, contingent upon meeting certain requirements. The company met all the requirements in the first year, allowing President Pilar Gonzalez to purchase necessary equipment. Ms. Gonzalez requested an amendment to reduce the hiring commitment from 10 to three employees due to operational challenges. She expressed gratitude for the Board's support, announced a contract with H-E-B for her own chamoy product, and revealed that she will achieve Safe Quality Food Training Certification in the next three months, the highest certification in food safety certification.

Treasurer Julian Alvarez moved for the approval of First Amendment to Economic Development Performance Agreement between Mission Economic Development Corporation and Habibi Gourmet LLC dba Dip it. Motion was seconded by Carl Davis and approved 6-0.

**12. Discussion and possible action for approval of a Reimbursement Agreement between the City of Mission and Mission Economic Development Corporation related to the Shary Municipal Golf Course.**

Financial Officer Joe Salazar mentioned that when the FY 2025 Budget was approved, the Board allocated \$250,000 for equipment and improvements at Shary Municipal Golf Course. He explained that a Reimbursement Agreement is required to pay back the City of Mission for these improvements. Michael Fernuik, Director of the Shary Municipal Golf Course was present to provide details on the enhancements. During his presentation, Mr. Fernuik showcased a slideshow outlining the necessary improvements and equipment for the golf course. He detailed a list of items needed, including the construction of a water well, sod repairs for Greens 1-18 and Hole 1 Fairway, repairs to the driving range, peat moss mix for greens, sand for aerification, repairs to a pump station, and other miscellaneous items. He concluded his presentation by thanking the Board for their consideration.

Carl Davis moved for approval of a Reimbursement Agreement between the City of Mission and Mission Economic Development Corporation related to the Shary Municipal Golf Course. Motion was seconded by Secretary Estella Saenz and approved 6-0.

**13. Deliberation and possible action for approval of Resolution No. 2025-01 and Resolution No. 2025-02, Resolutions declaring expectation to reimburse for project expenditures with proceeds of future debt.**

CEO Teclo J. Garcia noted that these resolutions are related to the bond issuance that Mission EDC is working on securing for the purpose of funding four projects: Two involving the Cimarron Country Club property (\$5,000,000), another for a 5.13-acre tract (3,250,000) on Expressway 83, and a fourth for Shary Golf Municipal Golf Course night lighting. In order to repay those funds back to MEDC, the reimbursement resolutions need to be in place.

MEDC Legal Counsel Gene Vaughan noted a correction on Resolution No. 2025-02 related to the Cimarron Country Club. He said that on the first paragraph, third line where it reads "Country Club property of land" the words "of land" should be deleted. Correction noted.

President Richard Hernandez suggested a change on both resolutions as follows: On the second paragraph, second line where it reads "with proceeds of tax-exempt obligations". He proposed the following revision: "with proceeds of tax-exempt or non-tax-exempt obligations". The revision was noted.

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Subject to the revisions noted by President Hernandez, Mayor Norie Gonzalez Garza moved for the approval of Resolution No. 2025-01 and Resolution No. 2025-02, Resolutions declaring expectation to reimburse for project expenditures with proceeds of future debt. Motion was seconded by Carl Davis and approved 5-0 with one abstention by Treasurer Julian Alvarez.

At 5:00 PM, President Richard Hernandez announced that the Mission EDC would be convening in closed session.

**14. 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.)**

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

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

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

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

At 5:13 PM, President Richard Hernandez announced that the Mission Economic Development Board of Directors were convening in open session. Motions:

Regarding real property:

M.E.D.C. Land: No Action

Perkins Lots Update: No Action

**15. CEO Report on Economic Development:**

CEO Teclo J. Garcia delivered a report on sales tax revenues for the City of Mission and neighboring cities. He highlighted that in December (reported in February 2025), Mission sales tax revenues reached \$3,319,352, making this is the highest Mission has had in one month. Mr. Garcia reported that this figure represents a 27.6% increase (or \$719,629) more than last year in February 2024, which was \$2,599,723. Mr. Garcia noted that Mission's taxable retail sales revenues from sales for the month of December in Mission were \$165,967,600, with Mission EDC's share being \$719,629. He stated that Mission's 27.6 growth in sales tax revenue was the highest in the Rio Grande Valley for February. In January 2025 (or November 2024) revenue increased by 9.5% compared to January 2024. Over the first five months of FY25, sales tax revenue increased by 10.6%, exceeding the budgeted 6%. Notably, this is the first time in a decade that Mission December revenue surpassed Pharr's revenue. Other cities reported the following growth rates: San Juan 25%, Weslaco 19.3%, Harlingen 16.2%, Edinburg 14%, McAllen 12.3%, and Brownsville 0 %.

**16. President Comments.**

President Richard Hernandez highlighted the positive developments occurring in our City. He noted the recent Mission Day event in Austin where MEDC staff as well as Board members participated. He expressed gratitude to MEDC's Team for their effective coordination of meetings and pointed out that while several cities were recognized, Mission had the largest representation. He also thanked our community leaders for their commitment to serving the best interests of the community.

**17. Adjournment.**

Treasurer Julian Alvarez moved to adjourn the meeting. Motion was seconded by Secretary Estella Saenz and approved 6-0. The meeting was adjourned at 5:28 PM.

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Richard Hernandez, President

ATTEST

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Estella Saenz, Secretary

**Mission Redevelopment Authority  
Board of Directors Meeting  
February 28, 2025**

**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 February 28, 2025, at 12:00 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  
Andrew C. Riddle  
Dennis Burleson

All the above were present. Participating in the Zoom teleconference were Sanjay Bapat, Armando Sandoval and Ezeiza Garcia. Participating in person were J.P. Terrazas, Councilwoman Marissa Gerlach, Orlando Navarro, Joe Salazar, Damian D. Tijerina, Judy Vega, Romeo Barrera, Ruben James de Jesus, and Executive Director Teclo J. Garcia.

**1. Call Meeting to Order at 12:00 PM.**

Chairman Martin Garza opened the meeting with a welcome to all. Chairman Garza welcomed Councilwoman Marissa Gerlach for joining the meeting.

Secretary Aissa I. Garza joined the meeting at 12:02 PM.

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

**3. Approval of minutes: January 23, 2025**

There being no changes or corrections, upon a motion duly made by Director Reyna and seconded by Vice Chairman Albert X. Chapa, the Board unanimously approved the Board meeting minutes of January 23, 2025

**4. Acceptance of Project Reports.**

Chairman Martin Garza recognized Orlando Navarro with Killam Development to report on **El Milagro Phase I Project**. Mr. Navarro noted this project is nearing substantial completion, indicating that the City of Mission is focused on sewer and water lines and drainage inspections. The contractor has completed the streets and sidewalks, and final inspections and punch lists are currently underway by the City of Mission. The next step is working with AEP so they can connect power onto the site. The situation they are facing is that they need materials and equipment in place. AEP needs easement access in order to move in and place electrical boxes onsite and connect power. Killam Development is working on providing easement access

since they also own the property adjacent to El Milagro. Mr. Navarro has been coordinating with AEP to power the site and mentioned that in the past, AEP placed their equipment and materials and began powering up as soon as their schedule allowed, now the communication has been that the developer needs to build, sell, and until then they come up and start powering up. Chairman Garza asked about reimbursement for this project. Will the project be reimbursed by the Authority if power is not connected? Mr. Navarro mentioned that power connection is not a prerequisite for reimbursement. The power connection lies with AEP. The reimbursement agreement becomes effective once the project is platted and recorded. Discussion took place regarding the lack of power connection. The Authority's legal counsel Sanjay Bapat stated that the Authority's obligation for reimbursement depends on the value generated by the project and the taxes the developer is paying based on certified rolls. Once the development is recorded and its value is established with the Hidalgo County Appraisal District, then the reimbursement obligation will take effect. A Board tour of the site is planned in March.

Upon a motion duly made by Director Burleson and seconded by Director Reyna, the Board unanimously accepted **Killam Development's El Milagro Phase I** report 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 are \$98,000. Mr. Barrera reported that Halff has submitted a preliminary 100% set of the plans and cost estimates to the City of Mission for their review and comments. He mentioned that the City of Mission discussed the need for approval to discharge stormwater into the existing pond on E. 1st Street near the Las Esperanza development. Verbal approval has been received from Developer Dolly Elizondo since the stormwater is discharging into her pond, and Halff is working to get it documented. Mr. Barrera mentioned that there is one parcel that has not been purchased by the City of Mission, so they are requesting acquisition cost information from United Irrigation District (UID) for this parcel (Parcel #8, .39 AC). He informed the Board that the project cannot start until all property acquisition is in place. UID is open to removing the irrigation outlet assembly requirement if the City of Mission provides assurances that Dr. Pechero's intends to develop his property for purposes other than agricultural. The City of Mission needs to finalize an assurance document and coordinate directly with UID. UID has requested the inclusion of a proposed stub-out to serve Dr. Pechero's property on the west side of the project. All comments have been addressed, and Halff is preparing to submit the final 100% signed and sealed plans to the City of Mission next week.

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

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 RDH Site & Concrete has completed the forcemain installation and has installed a segment of dewatering lines and pumps to begin the wet well and gravity line portion of the project. The forcemain has been installed and the main focus is on the wet well and the gravity line. He mentioned that he is waiting for logistics on the wet well's arrival before they start excavating. End of report.

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

Mr. de Jesus reported on the **Inspiration Road Trunklines (Sanitary Sewer Master Plan)**. This project ties-in with the Tierra Dorada Sanitary Sewer Improvements Project. It involves the re-routing of Lift Station #10, located on Mile 2 & FM 495 to AGUA SUD lift station located on FM 364 by force main.



Mr. De Jesus reported that he has continued discussions continue with Roberto Salinas, AGUA SUD's General Manager on how to establish the pass-through sewer rate. AGUA SUD's concerns are with electrical usage at their lift stations. He mentioned that he continues to wait on the proposed rates, which is what he will be discussing in executive session and will provide more information when the item comes up.

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

Mr. de Jesus provided an update on the **Walsh Road Expansion Project**, which includes the design and surveying needed to extend the road from Perez St. to Frontage Rd., covering approximately  $\frac{3}{4}$  of a mile. Mr. De Jesus reported plans for this project are at 60% complete. The proposed project will consist of a 60-ft ROW with a 36-ft back-to-back curb section and that appraisal has been performed on the remaining ROW needed to be acquired. A meeting with landowner Jaime Flores was held on 10/18/2024 and he has expressed interest in negotiating a fee for the proposed taking of property. Although an appraisal valued the land at \$306,000, the property owner is requesting \$360,000. Mr. de Jesus also mentioned that TxDOT requires a portion of the ROW easement, meaning that the remaining acreage will not be beneficial to the property owner. Mr. De Jesus said that he plans to complete 90% of the design by the end of March. End of report.

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

Chairman Martin Garza recognized Ruben James de Jesus to give an update on the **Glasscock & Bryan Road Project Sanitary Sewer Improvements**. Mr. De Jesus stated that the firm received bids on Monday, March 3, 2025. Two lowest bidders came in at \$2.1 million and \$2.6 million, respectively for the project, which was estimated at \$2.7 million. Mr. De Jesus mentioned that the bidders are being reviewed by the City of Mission to verify everything is in order and in compliance with what is required before selecting a contractor. It will then have to be presented to City Council for approval and awarding of contract. This project encompasses the area of Bryan Road along the Frontage Road, where the city has been facing serious drainage issues. Mr. De Jesus mentioned that he will provide a copy of the awarded contract at next Board's meeting. The project is expected to be completed within 18 months.

Upon a motion made by Vice Chairman Albert Chapa and being seconded by Director Reyna, the Board unanimously accepted the **Glasscock & Bryan Road Project Sanitary Sewer Improvements** as presented.

Chairman Martin Garza recognized Damien Tijerina, P.E., with L&G Engineering to report on the **Inspiration Rd./Military Parkway Loop Ph. II and III Projects**. Mr. Tijerina reported that **Phase II** is the design portion of this project and stated that this project has been broken into two projects, Inspiration Road and Military Parkway. Design for Phase II is 97% complete. Mr. Tijerina mentioned that this project has been broken into two parts and that the City of Mission has submitted paperwork to TxDOT and that the firm is waiting for them to provide a final draft of the Advance Funding Agreement. Once it is received then Mission City Council will need to approve it in order to move forward.

**Phase III** of this project consists of a re-evaluation of an environmental assessment, done in November 2024; hydrologic model update, completed and approved in August 2024; and ROW acquisition, which began in September 2024 (Section 1). In his report Mr. Tijerina said that 23.1% of this project has been completed. He mentioned that a meeting was held with affected property owners and letters have been mailed to them as well. TxDOT has provided the re-evaluation forms that need to be submitted with their re-evaluation packet. L&G is completing this form for submittal and estimates that it will be approximately

six months before receiving approval. Regarding ROW acquisition of 22 parcels and seven (7) easements, the status is as follows: Six parcels have been acquired, six are in negotiations, one is closing, three are being appraised, and six are in eminent domain. Mr. Tijerina recapped from what he reported on Phase II related to Phase III regarding Military Highway and said that this project will be a separate new project but that it is currently on hold until the Advance Funding Agreement is received, reviewed, approved, and signed. Military Highway has 25 parcels, but ROW acquisition is on hold. Executive Director Teclo J. Garcia asked if there was any way to find out how much ROW will be taken on the north side of Military Highway, as well as a cost estimate? Mr. Tijerina said he did have the information and will provide it to Mr. Garcia.

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

Chairman Martin Garza recognized Assistant City Manager J.P. Terrazas to provide an update on the **TIRZ Building (1301 E. 8<sup>th</sup> Street) Improvements**. Mr. Terrazas said that only one bid for the construction of an elevator for this building was received on Wednesday, February 26, 2025, in the amount of \$477,000. CG5 Architects, who did the design on the building's elevator, estimated the construction of an elevator for the building would be \$200,000. Mr. Terrazas said that the bid that came in will be rejected and that it will be re-bid due to lack of participation from contractors. He said that they are going to present a bid rejection and authorization to re-bid at next Monday's City Council Meeting on March 3, 2025.

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

At **12:42 PM**, Chairman Martin Garza announced that the Mission Redevelopment Authority Board would be convening in closed session. Secretary Aissa I. Garza moved to convene in executive session. Motion was seconded by Director Reyna and approved unanimously.

**5. Executive Session Pursuant to V.T.C.A. Gov't Code Sections 551.071, Section 551.072 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 Exec. Director as to potential project(s).**
  - 1. Inspiration Road Trunklines (Sanitary Sewer Master Plan)**

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

At **12:57 PM**, Chairman Martin Garza announced that the Mission Redevelopment Authority Board would be convening in open session. Secretary Aissa I. Garza moved to convene in open session. Motion was seconded by Director Reyna and approved unanimously.

No action was taken.

## **6. Discussion and possible action for approval of Directors & Officers Commercial Insurance Policy.**

Executive Director Teclo J. Garcia stated that this was a regular Directors & Officers Commercial insurance policy the Authority currently has with Hub International. The policy also includes the newly acquired TIRZ Building located just behind the CEED building. The Authority also has a separate flood insurance policy with Hub International, but it expires in August 2025, so a renewal proposal for flood insurance will be presented to the Board once it is near expiration.

Upon a motion duly made by Director Burleson and seconded by Aissa I. Garza, the Board unanimously approved the renewal of a Directors & Officers Commercial Insurance Policy.

## **7. TIRZ #1 Project and Finance Plan Update**

Executive Director Teclo J. Garcia said that Consultant Travis James continues to work on calculations related to TIRZ projects. He has been communicating with Financial Officer Joe Salazar, who has been providing information and Mr. James has communicated that he will present an update to the Board at our next Board meeting. Mr. Garcia said he will be meeting with the Authority's legal counsel Sanjay Bapat to determine whether the TIRZ's collections expire in 2030 or 2031. Mr. Garcia also reported that he and Mr. Salazar have been doing their own projections on TIRZ funding and that they have determined that there may be more funding than initially projected due to double-digits growth. Average growth has been 11%, in one year at least; and up to 18% in another with the lowest being 4%. Mr. Garcia said he will be presenting more accurate figures to the Board next month. He also mentioned that Mayor Norie Gonzalez Garza would like to do a joint City Council, Mission EDC and TIRZ three-hour workshop meeting from 9:00 AM to 12:00 PM meeting on March 8, 2025 to discuss city and TIRZ projects and funding.

## **8. Acceptance of Unadjusted Financial Report for January 2025.**

Financial Officer Joe Salazar presented the Unaudited Financial Report for January 2025.

Secretary Aissa I. Garza raised a question regarding a Miscellaneous budgeted amount of \$10,000 in the report, which lacked a description and seemed excessive for a Miscellaneous category. She requested clarification on the \$8,200 spent on the Miscellaneous category. Mr. Salazar explained that he did not have supporting documents for the total amount spent, but mentioned that \$4,900 was for a service fee paid to US Bank, the acting bond trustee for the Authority's outstanding bonds. Additionally, a fee of \$1,000 was paid to PlainsCapital Bank for analysis services. There were no fees charged by PlainsCapital Bank for the first year after signing up with them, but fees will be applied for subsequent years. Secretary Garza proposed creating a new line specifically for bank-related expenses, to which Mr. Salazar acknowledged. She then requested a detailed justification for the remaining \$4,100 in the Miscellaneous account. Secretary Garza also requested a list of projects the Authority has committed to including a schedule and fund balances for each project. The request was noted by Mr. Salazar.

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 Unaudited Financial Report for January 2025.

**9. Approval of invoices for February 2025.**

Mr. Salazar presented the invoices for February 2025 and called attention to an invoice from CNA Surety in the amount of \$259 for a bond insurance for board members. Mr. Salazar called attention to another invoice in the amount of \$13,564.63 from Hidalgo County Appraisal District regarding prorated property taxes for the TIRZ building recently acquired by the Authority in the amount of \$13,564.63.

Upon a motion duly made by Director Reyna and seconded by Secretary Aissa I. Garza, the Board unanimously approved all invoices for the month of February 2025.

**10. Adjournment.**

As there was no further business to discuss, upon a motion made by Vice Chairman Chapa and seconded by Director Reyna, the Board unanimously voted to adjourn the meeting at 1:26 PM.

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Printed Name: Martin Garza

Printed Name: Aissa I. Garza

Title: Chairman

Title: Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Mission Tax Increment Reinvestment Zone  
Board of Directors Special Meeting  
February 28, 2025**

**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 February 28, 2025 at 801 N. Bryan Road, Mission, Texas and at 1:23 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  
Andrew C. Riddle  
Dennis Burleson

All the above were present. Participating in the Zoom teleconference were Sanjay Bapat and Ezeiza Garcia. Participating in person were J.P. Terrazas, Councilwoman Marissa Gerlach, Joe Salazar, Judy Vega, and Executive Director Teclo J. Garcia.

**I. Consider Consent Agenda**

- A. Call meeting to order and establish quorum.
- B. Approve minutes of meeting of January 23 2025, of the TIRZ #1.
- C. Ratify all actions taken by the Mission Redevelopment Authority Board of Directors at the February 28, 2025 meeting.

Upon a motion duly made by Secretary Aissa I. Garza and seconded by Director Reyna, the Board unanimously approved the consent agenda and ratified all actions taken by the Mission Redevelopment Board of Directors at the special meeting of February 28, 2025.

**II. Adjournment**

As there was no further business for the board to consider, upon a motion duly made by Secretary Aissa I. Garza and seconded by Vice Chairman Albert X. Chapa, the Board unanimously voted to adjourn the meeting at 1:24 PM.

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Printed Name: Martin Garza

Printed Name: Aissa I. Garza

Title: Chairman

Title: Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MINUTES FOR THE  
MISSION CIVIL SERVICE COMMISSION  
February 28, 2025**

**Commission-Present**

**Polo Garza-Chairman**

**Jerry Saenz-Vice-Chair-A**

**Guillermo Delgadillo-Member**

**Staff Present**

**Jesse Lerma Jr-CS Director**

**Noemi Munguia-HR Director**

**Mike Silva-Fire Chief**

**Cesar Torres-Police Chief**

**Call to Order**

Mr. Polo Garza called the meeting to order at 8:35 a.m.

**Pledge of Allegiance**

Mr. Garza led the Pledge of Allegiance

**Approval of Minutes-February 11, 2025**

Mr. Lerma submitted the minutes for review. After a brief discussion, Mr. Delgadillo made a motion to approve the minutes as submitted. Mr. Garza seconded the motion. Motion was approved unanimously.

**Approval of Mission Fire Department LT'S Promotional Examination Scores and the Creation of a New Eligibility List**

Mr. Lerma advised the Commission that they had conducted the promotional examination for the Mission Fire Department on February 13, 2025. He advised them two (2) individuals participated with Samuel Carreon passing with a 93 plus 10 points for seniority-103. After a brief discussion, Mr. Delgadillo made a motion to approve the scores and to create an eligibility list accordingly. Mr. Garza seconded the motion. Motion was approved unanimously. Mr. Carreon would be promoted immediately.

**Approval of Mission Fire Department Examination Schedule for ENG**

Mr. Lerma advised the Commission that they were recommending the following schedule for approval:

1. Post Resource List-February 28, 2025
2. 30 Day Notice-May 2, 2025
3. Last day to Submit MOI-May 23, 2025
4. Date of Examination-June 5, 2025

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



**Approval of Mission Fire Department Examination Resource List for ENG**

Mr. Lerma advised the Commission that they were recommending the following sources for approval:

1. "Pumping and Aerial Apparatus Driver/Operator Handbook" 3<sup>rd</sup> Edition
2. "Engine Company Foregrounds Operations" 4<sup>th</sup> Edition

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

**Approval of Mission Fire Department Examination Schedule for LT**

Mr. Lerma advised the Commission that they were recommending the following schedule for approval:

1. Post Resource List-February 28, 2025
2. 30 Day Notice-March 31, 2025
3. Deadline to Submit MOI-April 17, 2025
4. Date of Examination-May 1, 2025

**Approval of Mission Fire Department Examination Resource List for LT**

Mr. Lerma advised the Commission that staff was recommending the following sources for approval:

1. "Building Construction Related to The Fire Service" 4<sup>th</sup> Edition
2. "Fire and Emergency Company Officer" 6<sup>th</sup> Edition part "A" only
3. "Fire Officer Coaching" Revised 2<sup>nd</sup> Edition

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

**Approval of Mission Police Department Examination Schedule for SGT**

Mr. Lerma advised the Commission that they were recommending the following schedule for approval:

1. Post Resource List-February 28, 2025
2. 30 Day Notice-May 2, 2025
3. Deadline to Submit MOI-May 23, 2025
4. Date of Examination-June 5, 2025

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

**Approval of Mission Police Department Examination Resource List for SGT**

Mr. Lerma Advised the Commission that staff was recommending the following resources for approval:

1. "Police Ethics-A Matter of Character" 2<sup>nd</sup> Edition
2. "Supervising Police Personnel-The Fifteen Responsibilities" 7<sup>th</sup> Edition
3. "Mission Police Department Policy Manual

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

**Pending Business**

Mr. Lerma advised the Commission of the pending retirement of Mr. Jerry Saenz

**Adjourn**

Meeting was adjourned at 8:50 a.m.



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025  
**PRESENTED BY:** Vidal Roman, Finance Director  
**AGENDA ITEM:** Approval of Resolution No. \_\_\_\_\_ to surplus and dispose of machinery & equipment – Roman

### NATURE OF REQUEST:

The Surplus Resolution attached lists items staff has determined is no longer of use to the city. All surplus items will be sold via online auction or disposed. Finance Department is requesting authorization to surplus the attached list of machinery and equipment.

**BUGETED:** N/A **FUND:** \_\_\_\_\_ **ACCT. #:** \_\_\_\_\_

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

**BID AMOUNT:** \$ \_\_\_\_\_

### STAFF RECOMMENDATION:

Approval

**Departmental Approval:** Finance

**Advisory Board Recommendation:** N/A

**City Manager's Recommendation:** Approval *MRP*

**RECORD OF VOTE:** **APPROVED:** \_\_\_\_\_

**DISAPPROVED:** \_\_\_\_\_

**TABLED:** \_\_\_\_\_

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_

**RESOLUTION NO. \_\_\_\_**

**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.**

**WHEREAS**, the City of Mission, as a home-rule municipality, may “lease, grant, or convey” personal property in accordance with the Texas Constitution and state law; and

**WHEREAS**, included among the management responsibilities of public property is the authority and duty to declare property determined to be of no further use to the City to be surplus; and,

**WHEREAS**, surplus property is personal property that is not needed or required for an entity’s foreseeable needs but still has some usefulness for the purpose it was originally intended; and

**WHEREAS**, the City is authorized to dispose of personal property that is found to be surplus in any manner that does not violate the Constitution; and

**WHEREAS**, the City has determined that the disposition of property seen in Exhibit A of this resolution would be beneficial to the City and serve a public purpose.

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

Section 1. The City Council of the City of Mission, Texas hereby declares the property listed in the attached **Exhibit A** as surplus, authorizes the listing and sale of such property via online auction and/or disposal if the property is determined to have no resale value, and authorizes the City Manager and their staff to execute all necessary documents to complete the transfer of said property in accordance with the forgoing legislative findings.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

**PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.**

\_\_\_\_\_  
Norie Gonzalez Garza, Mayor

ATTEST:

\_\_\_\_\_  
Anna Carrillo, City Secretary

## INVENTORY TO SURPLUS FY 2024-2025

MACHINERY/EQUIPMENT	IDENTIFIER	ASSET TAG NO.	DEPARTMENT
DELL OPTIPLEX 3050	2QCNGM2	013529	BGC
DELL OPTIPLEX 3050	2HK89MS	013531	BGC
DELL OPTIPLEX 3050	48DD8M2	013532	BGC
DELL OPTIPLEX 3050	47YGBM2	013533	BGC
DELL OPTIPLEX 3050	2TJ79M2	013534	BGC
DELL OPTIPLEX 3050	2LDDCM2	013535	BGC
DELL OPTIPLEX 3050	2K5X8M2	013537	BGC
DELL OPTIPLEX 3050	2WHB9M2	013538	BGC
DELL OPTIPLEX 3050	2NV49M2	013539	BGC
DELL OPTIPLEX 3050	2KR889M2	013540	BGC
DELL OPTIPLEX 3050	2KX99M2	013341	BGC
DELL OPTIPLEX 3050	25889M2	013343	BGC
(2) LEATHER BAGS/ CASES	N/A	N/A	BGC
TCL FLAT SCREEN TV	N/A	N/A	BGC
DELL OPTIPLEX 3010	DZZJJ02	010742	BGC
DELL MONITOR	JMF4F52	011342	BGC
(8) KEYBOARDSDELL OPTIPLEX	N/A	N/A	BGC
DELL DIMENSION C521	0HY385	N/A	BGC
INFOCUS PROJECTOR	D8PGCC1	007682	BGC
NIKON COOLPIX 5700 CAMERA	CHQJ801000173	014248	BGC
BOX OF MISCELLANEOUS AND CONNECTIONS	N/A	N/A	BGC
BROWN WOODEN TABLE TOP	N/A	N/A	BGC
THERMOSTAT	M7YH1T	N/A	BGC
THERMOSTAT	N/A	N/A	BGC
WATER FOUNTAIN	N/A	N/A	BGC
ELKAY E2 H2O WATER DISPENSER	N/A	N/A	BGC
WOVEN BASKET	210304771	N/A	BGC
MASON GLASS JAR	N/A	N/A	BGC
BLACK LEATHER OFFICE CHAIR	N/A	003434	FINANCE
OFFICE CHAIR	N/A	N/A	FINANCE
DELL MONITOR	81HV343	N/A	FINANCE
SOCKET SCAN CARD	100985100091	N/A	FINANCE
POWER STRIP	N/A	N/A	FINANCE
ELECTRIC HEAVY DUTY STAPLER	N/A	N/A	FINANCE
MULTI MEDIA SPEAKER	N/A	N/A	FINANCE
DELL MONITOR STAND	N/A	N/A	FINANCE
MISCELLANEOUS WIRES AND CONNECTIONS	N/A	N/A	FINANCE
ELECTRIC STAPLER	N/A	N/A	FINANCE
WEBCAM CAMERA	N/A	N/A	FINANCE
LARGE MANUAL STAPLER	N/A	N/A	FINANCE
IPAD	N/A	010187	UTILITY BILLING
SWINGLINE OPTIMA	N/A	N/A	FINANCE
SWINGLINE OPTIMA	N/A	N/A	FINANCE
SHARP LE CALCULATOR/ WITH RECIEPT PRINTER	6D014960	N/A	FINANCE
LARGE MANUAL STAPLER	N/A	N/A	FINANCE
DELL P513W PRINTER	DDYD9J1	N/A	FINANCE
SONY COMPUTER MONITOR	LTLP1DAL2000122	003800	POLICE
VIZIO PLASMA TV	LTLP1DAL3301262	N/A	POLICE
VIZIO PLASMA TV	LD72420164	N/A	POLICE
PANASONIC PLASMA TV	LD72440192		POLICE
PANASONIC PLASMA TV	LD72420164	006882	POLICE
TABLE	N/A	006883	POLICE
TABLE	N/A	0022933	POLICE
MOTOROLA RADIO	514CNH1404	002987	POLICE
MOTOROLA CHARGING PORT	1312005635	N/A	POLICE
MOTOROLA XLT2500	N/A	N/A	POLICE
(4) BICYCLES	N/A	N/A	POLICE
METAL LOCKABLE DRAWER/ SHELF	N/A	N/A	POLICE
PANASONIC TOUGHBOOK LAPTOP	7D TSA01572	012351	POLICE
PANASONIC TOUGHBOOK LAPTOP	9LKKC93159	N/A	POLICE
PANASONIC TOUGHBOOK LAPTOP	9LKKC93095	N/A	POLICE
PANASONIC TOUGHBOOK LAPTOP	9LKC933470	N/A	POLICE
PANASONIC TOUGHBOOK LAPTOP	9LKKC93168	N/A	POLICE
PANASONIC TOUGHBOOK LAPTOP	9LKKC93102	N/A	POLICE
PANASONIC TOUGHBOOK LAPTOP	9KKKC90578	N/A	POLICE
PANASONIC TOUGHBOOK LAPTOP	9KKKC90551	N/A	POLICE



## INVENTORY TO SURPLUS FY 2024-2025

MACHINERY/EQUIPMENT	IDENTIFIER	ASSET TAG NO.	DEPARTMENT
PANASONIC TOUGHBOOK LAPTOP	9KKKC93205	N/A	POLICE
PANASONIC TOUGHBOOK LAPTOP	9KKKC90605	N/A	POLICE
PANASONIC TOUGHBOOK LAPTOP	9LKKC93164	N/A	POLICE
PANASONIC TOUGHBOOK LAPTOP	9LKKC93205	N/A	POLICE
PANASONIC TOUGHBOOK LAPTOP	9KKKC90605	N/A	POLICE
PANASONIC TOUGHBOOK LAPTOP	9LKKC93164	N/A	POLICE
PANASONIC TOUGHBOOK LAPTOP	N/A	N/A	POLICE
PANASONIC TOUGHBOOK LAPTOP	9LKKC93091	N/A	POLICE
PANASONIC TOUGHBOOK LAPTOP	9KKKC90612	N/A	POLICE
PANASONIC TOUGHBOOK LAPTOP	9LKKC93165	N/A	POLICE
PANASONIC TOUGHBOOK LAPTOP	9LKKC93156	N/A	POLICE
PANASONIC TOUGHBOOK LAPTOP	4JTSAF9851	011144	POLICE
PANASONIC TOUGHBOOK LAPTOP	9KKKC90524	N/A	POLICE
PANASONIC TOUGHBOOK LAPTOP	9KKKC90582	N/A	POLICE
PANASONIC TOUGHBOOK LAPTOP	9LKKC93080	N/A	POLICE
PANASONIC TOUGHBOOK LAPTOP	4JTYA39019	010657	POLICE
PANASONIC TOUGHBOOK LAPTOP	9KKKC90580	N/A	POLICE
(2) WATCHGUARD D4RE DVR	N/A	N/A	POLICE
KRONOS WORK CLOCK	R000041709	N/A	POLICE
KRONOS WORK CLOCK	00CL019538	N/A	POLICE
CANON PIXMA PRINTER	APV420693	N/A	POLICE
HP Z240	2UA6492VWZ	012374	POLICE
K.S DVD BURNER	0D3121019KS	N/A	POLICE
LASER FAX MACHINE	U63274L1F120040	N/A	POLICE
(2) COMPUTER MONITORS	N/A	N/A	POLICE
TOSHIBA LAPTOP	2B178549Q	N/A	POLICE
LAPTOP BAG	N/A	N/A	POLICE
HP PRO DESK	MXL8221Q21	014307	POLICE
WATCHGUARD DASH CAMERA KIT	N/A	N/A	POLICE
FLASHBACK 2 CAMERA OPERATING SYSTEM	N/A	N/A	POLICE
HPZ1 DESKTOP	MXL9492385	N/A	POLICE
HP DESKTOP	2UA33918PD	010269	POLICE
HP ELITE DESK 800G1	MXL40618CY	010362	POLICE
BOX OF USB TO USB WIRES (150 COUNT)	N/A	N/A	POLICE
ZEBRA RW 420 PRINTER	XXRCJ130200362	N/A	POLICE
TREDANET GIGABIT SWITCH TEG 550G	C211385002590	N/A	POLICE
HP 1410 8G SWITCH	CN5358J05	N/A	POLICE
STAR TSP 800 II TICKET PRINTER	N/A	N/A	POLICE
SIERRA WIRELESS OMG 2000	H15051580541	N/A	POLICE
SIERRA WIRELESS OMG 2000	H15051580559	N/A	POLICE
C.A AUDIO SPEAKER SYSTEM (SPEAKERS)	N/A	N/A	POLICE
LIGHT	N/A	N/A	POLICE
LAPTOP BAG	N/A	N/A	POLICE
(2) OLD SURVEILLANCE CAMERAS	N/A	N/A	POLICE
HP DESKTOP	N/A	N/A	POLICE
DELL DIMENSION 8300	MXL037117V0	N/A	POLICE
WIRELESS MOUSE	N/A	N/A	POLICE
HP COLORJET PRINTER CP1215	N/A	N/A	POLICE
HP LASER JET 3015	VNB3D75057	N/A	POLICE
(8) MOTOROLA REAR VEHICLE CAMERAS	N/A	N/A	POLICE
HP COMPAQ	SMXL0281HZL	008460	POLICE
NOPTIC LIGHT	N/A	N/A	I.T
KRONOS WORK CLOCK	R000061614	N/A	I.T
UNIDEN OFFICE PHONE	B000012037	N/A	I.T
UNIDEN OFFICE PHONE	BL70003301	N/A	I.T
EPSON RECIEPT PRINTER	N/A	003512	GOLF
EPSON RECIEPT PRINTER	N/A	014981	SOLID WASTE
(2) METAL DRAWERS/CABINETS	N/A	N/A	I.T
HP PRO 3500	MXL2431QFK	009969	POLICE
HPZ1 ENTRY TOWER G5	MXL94923B6	014476	POLICE
EMERSON SLIM LINE CALLER I.D	N/A	N/A	I.T
G.E AUDIO/VIDEO MODULATOR	N/A	N/A	I.T
KVM 2-PORT SWITCH	N/A	N/A	I.T
MISCELLANEOUS WIRES AND CONNECTIOS	N/A	N/A	I.T
ULTIMA SXGA MONITOR EXTENSION CABLE	N/A	N/A	I.T
NET GEAR SMART WIFI ROUTER	3DK69SA7LA49C8	N/A	I.T

## INVENTORY TO SURPLUS FY 2024-2025

MACHINERY/EQUIPMENT	IDENTIFIER	ASSET TAG NO.	DEPARTMENT
OPTIPLEX 380	9HM1QL1	008216	MUNI. COURT
OPTIPLEX 380	9HN3QL1	008217	MUNI. COURT
OPTIPLEX 9020	5FPLQ22	010794	MUNI. COURT
HP COMPAQ DX2500	MXL81409KJ	N/A	I.T
OPTIPLEX GX620	G6Y2D81	N/A	I.T
OPTIPLEX 755	913KQH1	N/A	I.T
VOSTRO 200	7QJZMF1	006936	LIBRARY
VOSTRO 200	4JN3RG1	007157	LIBRARY
OPTIPLEX 755	913KQH1	N/A	I.T
DELL DESKTOP	9P58TG1	007305	PARKS & REC
OPTIPLEX 330	FC58TG1	007220	PARKS & REC
OPTIPLEX 330	H958TG1	007309	EXECUTIVE
HP COMPAQ 8200	LH490065B	006957	WATER DIST.
HP COMPAQ	2UA53401HY	N/A	IT
HP PRO 8200	2UA33816N1	008775	POLICE
HP PRO DESK 600	2UA33816M1	010222	I.T
HP COMPAQ DCX2000	DR547AV	N/A	I.T
HP COMPAQ DX2400	MXM8170675	N/A	I.T
2010 FORD F 150	1FTMF1CW5AFC98226	008990	SO. WATER PLANT
2004 FORD F 250	1FTNW21234EC00405	004460	WATER DIST.
2004 FORD F 250	1FTNF20L44EC000401	004455	SEWER PLANT
2003 DODGE RAM	1D7HA18NX3J558979	003833	WATER TREATMENT
PUMP APPARATUS	N/A	N/A	PARKS & REC
BACKHOE ATTACHMENT 6 FT BUCKET	N/A	N/A	PARKS & REC
BACKHOE ATTACHMENT 320IN BUCKET	N/A	N/A	PARKS & REC
HP ELITE DESKTOP	RC1132170/2UA5171DCN	010907	POLICE
HP ELITE DESKTOP	RCI492144/2UA513VCK	010905	POLICE
HP ELITE DESKTOP	RCI5532140/2UA171DDJ1	010946	POLICE
HP ELITE DESKTOP	2UA7032R2D	010944	POLICE
HP ELITE DESKTOP	RCI1532160/ 2UA5171DGG	010948	POLICE
HP ELITE DESKTOP	RCI1492151/2UA5171DGS	012366	POLICE
HP ELITE DESKTOP	RCI492157/2UA517DJ5	010920	POLICE
HP ELITE DESKTOP	RCI1476032/ 2UA517DGZ	010926	POLICE
HP ELITE DESKTOP	RCI532163/MXL51111PZ	010951	POLICE
HP ELITE DESKTOP	RCI475024/2UA5171DG7	010932	POLICE
HP ELITE DESKTOP	2UA5171DH9	010914	POLICE
HP ELITE DESKTOP	MXLM0083GCW	010939	POLICE
HP 1810 G SWITCH	CN03525260990	015024	POLICE
LAPTOP BAG	N/A	N/A	POLICE
DELL LAPTOP	4THMW91	N/A	POLICE
DELL LAPTOP	4QMBG81	N/A	POLICE
TG MONITOR	17921511179	N/A	POLICE
DELL PRINTER	N/A	N/A	POLICE
HP PRINTER	PHGDF00176	010272	POLICE
HP PRINTER	CNCCFB81TF	010364	POLICE
BROTHER INTELLIFAX FAX MACHINE	U61325LN278872	N/A	POLICE
HP PRINTER	N/A	N/A	POLICE
APC CHASIS FOR MODULAR	PRM24	N/A	POLICE
MOTOROLA SPEAKER	N/A	N/A	POLICE
AT&T 2 LINE SPEAKER PHONE	N/A	N/A	POLICE
(12) L3 LINE SPEAKER FLASHBACK 2	EF22810068	N/A	POLICE
(13) WATCHGUARD CAMERA CHARGERS	N/A	N/A	POLICE
WATCHGUARD CHARGING STATION	N/A	N/A	POLICE
SIERRA WIRELESS OMG 2000	H150515B0593	N/A	POLICE
SIERRA WIRELESS OMG 2000	H150515B0570	N/A	POLICE
APC BACK UPS NS11090	N/A	N/A	POLICE
VEHICLE CAMERA W/ LIGHT	N/A	N/A	POLICE
(6) CAMERA MOUNTS	N/A	N/A	POLICE
BOX OF MISCELLANEOUS WIRES	N/A	N/A	POLICE
BOX OF MISCELLANEOUS CONNECTIONS	N/A	N/A	POLICE
(20) BATTERIES	N/A	N/A	POLICE
(70) RADIO CHARGER BASES	N/A	N/A	POLICE
MOTOROLA RADIO XLT 5000	500CJM2364	N/A	POLICE
6 WAY RAPID CHARGER BASE	N/A	N/A	POLICE
MOTOROLA XLT 2500	MNPNJDU2	N/A	POLICE
WHEELER TRAFFIC ADVISOR	N/A	N/A	POLICE

## INVENTORY TO SURPLUS FY 2024-2025

MACHINERY/EQUIPMENT	IDENTIFIER	ASSET TAG NO.	DEPARTMENT
HP COMPUTER MONITOR	CNK7250NB	N/A	POLICE
UTILITY MODEM	008048656FDF	N/A	POLICE
MOTOROLA XMTS 2500	1123288575	N/A	POLICE
(12) WHEELS LIGHTS	N/A	N/A	POLICE
MOTOROLA MCS 2000 RADIO	722CFM1207	N/A	POLICE
MOTOROLA MCS 2000 RADIO	722CFM1286	N/A	POLICE
HP QUICK RELEASE SPACER	N/A	N/A	POLICE
(27) MOTOROLA RDM (MICROPHONES)	N/A	N/A	POLICE
COMMERCIAL POWER STRIP	N/A	N/A	POLICE
SMALL POWER STRIP	N/A	N/A	POLICE
MOTOROLA MC5200 RADIO	N/A	N/A	POLICE
WHEELS TRAFFIC ADVISOR	N/A	N/A	POLICE
DISH VIP 211Z RECIEVER	WBEXEZEID1XD	N/A	POLICE
(50) GOLF BAGS	N/A	N/A	GOLF
(2) LARGE WOODED DISPLAY FIXTURES	N/A	N/A	GOLF
(4) CHAIRS	N/A	N/A	GOLF
PRINTER	N/A	N/A	GOLF
CASH REGISTER MONEY BOX	N/A	N/A	GOLF
FOOD WARMER/ CARRIER	N/A	010648	GOLF
CASH MANAGEMENT MACHINE	N/A	000498	GOLF
PRINTER	N/A	007034	GOLF
FREEZER	N/A	000494	GOLF
CASH REGISTER MONEY BOX	RCI492443	N/A	GOLF
(3) METAL RINGS	N/A	N/A	GOLF
(3) CUBICLE DIVIDERS	N/A	N/A	GOLF
XEROX WORKCENTRE 6315 (PRINTER)	A2T024562	N/A	W.W.T.P
2011 ACURA	19UUA8622BA9000998	009936	POLICE
2018 CHEVY TAHOE	1GNLCDECXJR168235	013206	POLICE
2005 CHEVY SILVERADO	2GCEC13T551211361	N/A	POLICE
2004 TOYOTA SEQUOIA	5TDZT38AX4S210945	N/A	POLICE
2005 FORD F 150	1FTRX12W45KD47551	N/A	POLICE
2005 FORD F 150	1FTRX12W35NB31234	N/A	POLICE
2008 FORD F 250	1FTSW21538ED76221	N/A	POLICE
2008 PONTIAC G6	1G2ZG57B684141476	N/A	POLICE
2008 CHEVY IMPALA	2G1WB58K8892422827	006725	POLICE
2011 CHEVY IMPALA	2G1WD5EMXB1225582	009226	POLICE
2010 FORD F 150	1FTEW1C84AKA27106	N/A	POLICE
2011 DODGE CHARGER	2B3CL1G9BH540028	009433	POLICE
2011 CHEVY IMPALA	2G1WD5EM3B1121616	009453	POLICE
2013 FORD RANGER	8AFER5AAKA27106	011535	POLICE
2013 NISSAN VERSA	3N1CN7AP1DL895562	N/A	POLICE
2015 NISSAN VERSA	3C1CN7AP3FL814628	N/A	POLICE
2013 INTERNATIONAL PRO STAR	3HSDJSJR9D312829	N/A	POLICE
2041 BUICK REGAL	2G4GK5EX2E9301194	013137	POLICE
2005 FORD F 150	1FTRF12275NA57753	013139	POLICE
2010 MERCURY MARINER	4M2CN8B7XAKJ14515	N/A	POLICE
2015 CHEVY SPARK	KL8CB6S9XFC745201	N/A	POLICE
2013 FORD F 150	1FT1F1CF1DFA52682	N/A	POLICE
DELL LATITUDE	8B4CTZ1	010232	DRAINAGE
ESPON RECIEPT PRINTER	K3T0F0765910	014982	UTILITY BILLING
ESPON RECIEPT PRINTER	N/A	N/A	I.T
ESPON RECIEPT PRINTER	PFEF106164	N/A	I.T
ESPON RECIEPT PRINTER	N/A	N/A	I.T
ESPON RECIEPT PRINTER	CN-OKPY95-72872-13F-OR31	N/A	I.T
SONY COMPUTER MONITOR	BSBJ5D2	005543	FIRE PREVENTION
DELL MONITOR	OTYTXD9	N/A	I.T
DELL MONITOR	CN-OTVYF-72872-16G-LUPI	N/A	I.T
DELL MONITOR	CN-ONWXT6-72872-357-ATKL	N/A	I.T
DELL MONITOR	CN-OYTVYF-72872-16G-LRG1	N/A	I.T
DELL MONITOR	N/A	N/A	I.T
DELL MONITOR	QJ6HFT	N/A	I.T
(5) COMPUTER MONITORS	N/A	N/A	I.T
(2) MONITOR STANDS	N/A	N/A	I.T
MISCELLANEOUS WIRES AND CONNECTIONS	N/A	N/A	I.T
DELL OPTIPLEX 3050	CQPB152	014442	METER READER
DELL OPTIPLEX 3050	GXC89N2	013390	POLICE

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MACHINERY/EQUIPMENT	IDENTIFIER	ASSET TAG NO.	DEPARTMENT
DELL OPTIPLEX 380	9HP2QL	008220	EXECUTIVE
APPLE MAC PRO DESKTOP	H090501MJ0H	N/A	I.T
DISASSEMBLED DESK	1A52761	N/A	CDBG
(2) COMPUTER MOUSES	N/A	N/A	CDBG
COMPUTER KEYBOARD	N/A	N/A	CDBG
COMPUTER SOUNDBOARD	N/A	N/A	CDBG
COMPUTER SPEAKERS	N/A	N/A	CDBG
ENVISION COMPUTER MONITOR	JC777CA012153	N/A	CDBG
DELL COMPUTYER MONITOR	0C7330C-71623-15B-0947	N/A	CDBG
MONTIOR STAND	N/A	N/A	CDBG
DELL MONITOR	0J6HFT	N/A	CDBG
DELL MONITOR	N/A	N/A	CDBG
(2) POWER STRIPS	N/A	N/A	CDBG
ATIVO 08CC03 PAPER SHREDDER	FGA0040	N/A	CDBG
PANASONIC CORDLESS PHONE	1KAQC4496803907	N/A	CDBG
PANASONIC CORDLESS PHONE	4CCXA024017	N/A	CDBG
TAPE DISPENSER	N/A	N/A	CDBG
2-HOLE HOLE PUNCHER	N/A	N/A	CDBG
V TECH CORDLESS PHONE	FQ221125650	N/A	CDBG
V TECH CORDLESS PHONE	FQ220202840	N/A	CDBG
(12) INK FILLER REFILL KITS/ INK CARTRIDGES	N/A	N/A	CDBG
DELL OPTIPLEX 9022	C34B942	N/A	CDBG
(102) SAMSUNG GALAXY TXT PHONES	N/A	N/A	I.T
(7) CASIO G'ZONE PHONES	N/A	N/A	I.T
(10) SAMSUNG GALAXY S PHONES	N/A	N/A	I.T
(8) BLACKBERRY BOLD PHONES	N/A	N/A	I.T
(2) WIFI BANDWITH STICKS	N/A	N/A	I.T
SERVER RACK	N/A	003165	LIBRARY
APC UPS 425	N/A	N/A	I.T
LASERJET 600 M603 PRINTER	CNCCF4K1HY	N/A	I.T
(10) COMPUTER MONITORS	N/A	N/A	I.T
PANASONIC TOUGHBOOK LAPTOP	9LKKC93202	N/A	I.T
PANASONIC TOUGHBOOK LAPTOP	9LKKC93473	N/A	I.T
MAGNAVOX VCR/DVD COMBO	U03627987	N/A	I.T
DELL INSPIRON LAPTOP	B15Y2K1	007972	LIBRARY
DELL INSPIRON LAPTOP	2W9Y2K1	008011	LIBRARY
DELL INSPIRON LAPTOP	415Y2K1	007985	LIBRARY
DELL INSPIRON LAPTOP	515Y2K1	007987	LIBRARY
DELL INSPIRON LAPTOP	8LDKWF2	012342	LIBRARY
TOSHIBA LAPTOP	28180600Q	006976	LIBRARY
DELL LATITUDE LAPTOP	705Y2K1	007990	LIBRARY
DELL LAPTOP	JB12F2	012339	LIBRARY
DELL LAPTOP	2LD5NX1	010120	LIBRARY
DYNA LETRA TAG LABELER	N/A	N/A	I.T
PENCIL SHARPENER	N/A	N/A	I.T
PANASONIC VSC RECORDER	N/A	N/A	I.T
COUNTERFEIT NOTE IDENTIFIER	N/A	N/A	I.T
CALCULATOR	N/A	N/A	I.T
(5) KEYBOARDS	N/A	N/A	I.T
ROYAL SOVERIEGN COIN WRAPPING MACHINE	N/A	N/A	I.T
ADEMCO ARM 4L500 REV B	000000002938129	004157	I.T
LOGITECH SPEAKER	N/A	N/A	I.T
DELL LATITUDE LAPTOP	4BC6651	008647	N.W.T.P
PANASONIC TOUGHBOOK LAPTOP	N/A	002426	POLICE
HP LASERJET P1006	N/A	N/A	I.T
DELL LATITUDE LAPTOP	5PY23J1	007673	FINANCE
DELL LATITUDE LAPTOP	4FDKWH1	007581	MUNI. COURT
(2) LAPTOP CASES	N/A	N/A	I.T
APC SMART UPS 3000XL	AS1317233401	N/A	I.T
APC SMART UPS 3000XL	AS1317233380	N/A	I.T
APC SMART UPS 3000XL	AS1317233399	N/A	I.T
UPS (MANUFACTUER N/A) UNINTERRUPTED POWER SUPPLY	AS5005211059	N/A	I.T
CISCO CATALYST 3500 SERVER	CAT085020LW	N/A	I.T
DELL POWER CONNECT 5548P SERVER	4442VS1	PAPER TAG 015748	I.T
SUPER CIRCUIT CC SURVEILLANCE DVR	N/A	N/A	I.T
SUPER CIRCUIT CC SURVEILLANCE DVR	GPTXTS1	PAPER TAG 015250	I.T

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MACHINERY/EQUIPMENT	IDENTIFIER	ASSET TAG NO.	DEPARTMENT
DELL POWER CONNECT 5548P SERVER	4PTXS1	PAPER TAG 015251	I.T
HP LASERJET PRO MFP M225	CN88GC769T	N/A	I.T
NETGEAR 24 PORT ETHERNET SWITCH	28T1027V2298A	N/A	I.T
DELL POWEREDGE 2950 SERVER	HXBNWC1	006224	LIBRARY
DELL POWEREDGE 2950 SERVER	JXBNWC1	006222	LIBRARY
(4) CASSETE CASES	N/A	N/A	I.T
DELL POWEREDGE R720 SERVER	4CC77Y1	PAPER TAG 015288	I.T
DELL POWEREDGE R720 SERVER	4CJ87Y1	PAPER TAG 015287	I.T
DELL POWEREDGE R720 SERVER	4CG77Y1	PAPER TAG 015286	I.T
DELL POWEREDGE R720 SERVER	4CB97Y1	PAPER TAG 015285	I.T
DELL POWEREDGE R720 SERVER	N/A	N/A	I.T
DELL SERVER	N/A	014373	MUNI. COURT
E MACHINE DESKTOP	XRF6B10007747	N/A	I.T
DELL OPTIPLEX GX250 DESKTOP	BN5XZ11	PAPER TAG 015190	I.T
DELL OPTIPLEX GX250 DESKTOP	77DM941	PAPER TAG 015477	I.T
HP COMPAQ DESKTOP	2UA112405S2W	009500	POLICE
(UNKNOWN) DESKTOP	1844268	PAPER TAG 016052	I.T
DELL OPTIPLEX 755 DESKTOP	F0L8QG1	PAPER TAG 016944	I.T
DELL OPTIPLEX 3050 DESKTOP	CTBP9M2	013569	LIBRARY
DELL OPTIPLEX 3050 DESKTOP	CTN99M2	013573	LIBRARY
DELL OPTIPLEX 3050 DESKTOP	4SG2JV2	013567	LIBRARY
DELL VOSTRO DESKTOP	897N7V1	009733	LIBRARY
DELL VOSTRO DESKTOP	7HN3RG1	007147	LIBRARY
(12) MICROSOFT WINDOWS 8.1 SOFTWARE	N/A	N/A	I.T
HP ELITE DESKTOP	N/A	N/A	I.T
DELL OPTIPLEX 300 DESKTOP	D4MRTQ2	014317	ORGANIZATION
HP DIRECT 300X ROUTER	N/A	N/A	I.T
DELL MONITOR	N/A	N/A	I.T
DELL LATITUDE LAPTOP	95BKYB2	011570	CDBG
OFFICE LEATHER CHAIR	N/A	N/A	FIRE
OFFICE LEATHER CHAIR	N/A	006602	FIRE
OFFICE CHAIR	N/A	006587	FIRE
CANON DS1210071 LENS	420209093	PAPER TAG 016115	FIRE
R3 CAMERA BAG	N/A	N/A	FIRE
CAMERA EXTENSION SPEEDLITE YN565 EX 111	N/A	N/A	FIRE
CAMERA EXTENSION SPEEDLITE YN565 EX 112	N/A	N/A	FIRE
PANASONIC TOUGHBOOK LAPTOP COVER CASE	N/A	N/A	FIRE
PAINTSHOP PRO 2023	N/A	N/A	FIRE
MISCELLANEOUS WIRES AND CHARGERS	N/A	N/A	FIRE
PHOENIX ZIF 105 MR. 14 EX	N/A	N/A	FIRE
CANON SPEEDLITE 600EX 11RT	050010942	012443	FIRE PREVENTION
LITE C EXT MACRO RING LITE BMR- 14 EX	N/A	N/A	FIRE
C EXT. CANON SPEEDLITE 430 CAMERA LITE	N/A	N/A	FIRE
CANON EOS ELAN 7E	N/A	N/A	FIRE
TAPE RECORDER	N/A	N/A	FIRE
OPIMUS PA AMPLIFIER	378511	N/A	FIRE
TOSHIBA DVD/VCR COMBO	N/A	N/A	FIRE
PANASONIC PALM RECORDER VHS-C	E21C12495	003160	FIRE PREVENTION
P LECTON BY WEI SPEAKER	N/A	N/A	FIRE
PHOENIX AF 100MMMAX CAMERA LENS EXTENSION	N/A	N/A	FIRE
JVC COMPACT VHS CAMCORDER	13221191	N/A	FIRE
(6) CAMERA CASES	N/A	N/A	FIRE
SIGMA EF 18-250 MM LENS	N/A	011373	FIRE PREVENTION
CANON DS126231 D.C 8.1 V CAMERA	1570501464	N/A	FIRE
CANON DS126071 CAMERA	620403651	N/A	FIRE
CANON DS126291 CAMERA	1570501464	N/A	FIRE
BREIFCASE / W PHONE	N/A	N/A	FIRE
CANON DS126291 CAMERA	N/A	N/A	FIRE
(2) CANON MICRO LENS EF 100 MM LENS	N/A	N/A	FIRE
SIGMA DG 28-300 MM LENS	N/A	N/A	FIRE
SPEEDLITE 550 EX CAMERA LITE	N/A	N/A	FIRE
SPEEDLITE 430 EX 11 LITE	N/A	N/A	FIRE
SPEEDLITE 420 EX	N/A	N/A	FIRE
COMPUTER MONITOR	350410	005539	FIRE PREVENTION
COMPUTER MONITOR	3508399	005542	FIRE PREVENTION
IN FOCUS PROJECTOR	AMMC442204081	004756	FIRE

## INVENTORY TO SURPLUS FY 2024-2025

MACHINERY/EQUIPMENT	IDENTIFIER	ASSET TAG NO.	DEPARTMENT
BEN Q PROJECTOR	99J8277821345000GH	PAPER TAG 016114	FIRE
NORTEL NETWORK OFFICE PHONE	N/A	N/A	FIRE
PANASONIC TOUGHBOOK	OKKYA11858	009151	FIRE
AEGT CD/DVD/RW DRIVE	3-118	N/A	FIRE
Q RAE GAS DETECTOR	N/A	009129	FIRE
DVD/CDR/RW DRIVE	N/A	N/A	FIRE
DELL OPTIPLEX 330	B36GFY1	007020	FIRE
PANASONIC PORT REPLICATOR	N/A	N/A	FIRE
BROTHER MOBILE PRINTER	M4Z3313128	011355	FIRE
BROTHER MOBILE PRINTER	A6Z228614	012140	FIRE
BROTHER MOBILE PRINTER	U63110-B72574930	N/A	FIRE
BROTHER MOBILE PRINTER	U65213M9Z6122034	N/A	FIRE
DELL LATITUDE LAPTOP	B8TMWV1	PAPER TAG 016109	FIRE
TEO OFFICE PHONE	N/A	N/A	FIRE
(3) DELL KEYBOARDS	N/A	N/A	FIRE
WIRELESS LOGITECH KEYBOARD	N/A	N/A	FIRE
MS321 LASER PRINTER	N/A	N/A	FIRE
DELL OPTIPLEX 7090	COLVHB2	017021	FIRE
DELL OPTIPLEX 7050	70VL7M2	01303	FIRE
NORTEL NETWORKS OFFICE PHONE	NNTMHPC1C7K0	N/A	FIRE
MOTOROLA RADIO	N/A	N/A	FIRE
NORTEL NBETWORK OFFICE PHONE	N/A	N/A	FIRE
NORTEL NBETWORK OFFICE PHONE	N/A	N/A	FIRE
NORTEL NBETWORK OFFICE PHONE	N/A	N/A	FIRE
SONY DVD DRIVE/ROM	N/A	N/A	FIRE
CD ROM/ DVD ROM/DRIVE	N/A	N/A	FIRE
DELL SPEAKER BAR	N/A	N/A	FIRE
NEWPOINT POWER STRIP	N/A	N/A	FIRE
HP MONITOR	CNK8110	N/A	FIRE
DELL OPTIPLEX 745 DESKTOP	9P25CD1	006409	FIRE
LG 20L57DC MONITOR	709MXDN08338	006473	FIRE
TEO OFFICE PHONE	10370277092	N/A	FIRE
CD-RW/DVD-ROM DRIVE	OJP250-55081-739-4165	N/A	FIRE
(5) WALL MOUNTS	N/A	N/A	FIRE
DELL MONITOR	CN-09TVYF-72-16R-J4P1	N/A	FIRE
DELL MONITOR	CN-08R3394760634SAZJM	N/A	FIRE
DELL MONITOR	CN-0J6HFT-74445-4CB-BFY1	N/A	FIRE
DELL COMPUTER STAND	141126H0501654	N/A	FIRE
(2) COMPUTER Mouses	N/A	N/A	FIRE
2019 NISSAN FRONTIER	1N6DDDCU7KN797161	016419	UTILITIES
EXTERNAL CAMERA BATTERY	N/A	N/A	MEDIA
EXTERNAL CAMERA BATTERY	N/A	N/A	MEDIA
TUNTEEC STEADY GRIP CAMERA HANDLE	H1AF16839447493	PAPER TAG 015973	MEDIA
LIVE CONTROL LC11 CONTROL BOARD	N/A	N/A	MEDIA
WIRELESS MICROPHONE SYSTEM	N/A	N/A	MEDIA
LISTEN PORTABLE DISPLAY RECIEVERS	N/A	014787	MEDIA
RONIN GIMBAL CAMERA STABILIZER	N/A	N/A	MEDIA
RODE CAMERA MICROPHONE ATTACHMENT	N/A	N/A	MEDIA
KEYBOARD	5G8PQ22	010801	MUNI. COURT
DELL OPTIPLEX 9020 DESKTOP	U6144H66J5590045	N/A	MEDIA
MANFROTTO 526 TRIPOD	F2578166	016357	MEDIA
SET OF 2022 TAHOE RUGS (4 PIECES)	N/A	N/A	MEDIA
COBRA CRANE	N/A	N/A	MEDIA
WOODEN OFFICE DESK	N/A	001835	POLICE
APC UPS (UNINTERRUPTED POWER SUPPLY)	BR00BLK	N/A	I.T
HYPERLINK WEATHER PROOF BOX/ ROUTER	40F0801362	N/A	I.T
(3) COMPUTER MONITORS	N/A	N/A	I.T
HP COMPUTER DESKTOP	SMXL0281J0M	008456	POLICE
SMALL SERVER RACK	N/A	PAPER TAG 015649	I.T
SUPER MICRO SERVER	VG1400PPB000085	N/A	I.T
SUPER MICRO SERVER	N/A	N/A	I.T
HP PRO CURVE SERVER SWITCH	CN1172G4PY	009495	POLICE
DISH SATTELITE RECIEVER VIP 211K	RSERVV3059G	N/A	I.T
DISH SATTELITE RECIEVER VIP 211K	RSERVV30611G	N/A	I.T
(4) POWER STRIPS	N/A	N/A	I.T
NETGEAR 24 PORT ETHERNET SWITCH	3EH138305004C	N/A	I.T

## INVENTORY TO SURPLUS FY 2024-2025

MACHINERY/EQUIPMENT	IDENTIFIER	ASSET TAG NO.	DEPARTMENT
SPECO COMPUTER MONITOR	41697130071	N/A	I.T
SPECO COMPUTER MONITOR	41697130072	N/A	I.T
SPECO COMPUTER MONITOR	41697130078	N/A	I.T
TFT LCD COLOR MONITOR	PNS1111ABT00019	N/A	I.T
TFT LCD COLOR MONITOR	PNS111ABT00008	N/A	I.T
IBM COMPUTER MONITOR	88DN517	N/A	POLICE
LARGE IBM KEYBOARD	88FFY572	N/A	POLICE
MISCELLANEOUS WIRES	N/A	N/A	I.T
WHEELEN SIREN	N/A	N/A	I.T
DELL DOCKING STATION	M4R9V	N/A	I.T
MICROSOFT DOCKING STATION	N/A	N/A	I.T
3COM SUPER STACK 24 PORT SWITCH	72BV1AB5C25	N/A	I.T
3 COM SUPER STACK 24 PORT SWITCH	72BV100CFE8	PAPER TAG 015947	I.T
DELL OPTIPLEX GX520	J2KWF91	N/A	POLICE
DELL OPTIPLEX 9020 DESKTOP	5FJNQ22	010793	MUNI. COURT
SAMSUNG SPN 4700 DVD RW	CB77643C101045W	009890	I.T
DELL LAPTOP	6BJR402	N/A	I.T
APC BACK UPS 650 (UNINTERRUPTED POWER SUPPLY)	5B2126T72032	N/A	I.T
APC BACK UPS 650 (UNINTERRUPTED POWER SUPPLY)	5B2125T03383	N/A	I.T
APC BACK UPS 650 (UNINTERRUPTED POWER SUPPLY)	4B1515P07807	N/A	I.T
APC BACK UPS 650 (UNINTERRUPTED POWER SUPPLY)	4B1519P18846	N/A	I.T
EATON 6PX 3000 UPS (UNINTERRUPTED POWER SUPPLY)	PF29M38035	016866	I.T
(3) COMPUTER MONITORS	N/A	N/A	I.T
HP MONITOR	K0Q34A	N/A	I.T
ASUS MINI LAPTOP	E6N0BBC036807233	010586	PARKS & REC
ASUS MINI LAPTOP	E6N0BBC036794231	010578	PARKS & REC
ASUS MINI LAPTOP	E6N0BBC03670423C	010585	PARKS & REC
ASUS MINI LAPTOP	E6N0BBC03681523A	010579	PARKS & REC
ASUS MINI LAPTOP	E6N0BBC036697234	010583	PARKS & REC
ASUS MINI LAPTOP	ESN0BC22824922A	010577	PARKS & REC
LENNOX SOUND RADIO	N/A	N/A	LIBRARY
LENNOX SOUND RADIO	N/A	N/A	LIBRARY
PLATINUM PLUS SUNPACK TRIPOD	N/A	N/A	LIBRARY
(4) APC UPS BATTERIES	N/A	N/A	LIBRARY
(120) USB PHONE/ TABLET CHARGERS	N/A	N/A	LIBRARY
SMART 1400 APC UPS (UNINTERRUPTED POWER SUPPLY)	AS0052111022	002484	LIBRARY
SMART 1400 APC UPS (UNINTERRUPTED POWER SUPPLY)	AS0052111027	002449	LIBRARY
SMART 1400 APC UPS (UNINTERRUPTED POWER SUPPLY)	Q50207210001	003175	LIBRARY
SMART 1400 APC UPS (UNINTERRUPTED POWER SUPPLY)	AS00521111051	002450	LIBRARY
SMART 1400 APC UPS (UNINTERRUPTED POWER SUPPLY)	AS0051112318	002486	LIBRARY
PANASONIC LINK 2/ W BLUETOOTH PHONE	N/A	N/A	LIBRARY
DIGITAL CAMERA LEATHER CASE	N/A	N/A	LIBRARY
HP HOTOT SMART 935 DIGITAL CAMERA	CN35HD4031	004029	LIBRARY
BLUE VPC- 210808L SANYO DIGITAL CAMERA	N/A	N/A	LIBRARY
BLUE VPC- 210808L SANYO DIGITAL CAMERA	08091050294	N/A	LIBRARY
JCV OPTICAL 22X CAMCORDER W/ LEATHER CASE	8LKL60011465	N/A	LIBRARY
(6) ULTRA THIN TELEPHONE LINE CORD WIRES	N/A	N/A	LIBRARY
SONY FD MAVICA CAMCORDER	1503859	N/A	LIBRARY
(2) DELL MAINTENANCE KITS	N/A	N/A	LIBRARY
(4) PROJECTOR REPLACEMENT LAMPS	N/A	N/A	LIBRARY
(2) LAPTOP CASES	N/A	N/A	LIBRARY
SWINGLINE GUILLOTINE PAPER TRIMMER	N/A	N/A	LIBRARY
SMART 1400 APC UPS (UNINTERRUPTED POWER SUPPLY)	N/A	N/A	LIBRARY
TOPAZ SYSTEMS SIGNATURE PAD	TS461HK20H2261	N/A	LIBRARY
EVER READY BATTERY CHARGER	N/A	N/A	LIBRARY
BROTHER TONER CARTRIDGE	N/A	N/A	LIBRARY
HANGING PLASTIC FILE HOLDER	N/A	N/A	LIBRARY
CANON COPIER CARTRIDGE	N/A	N/A	LIBRARY
(6) 18 V BATTERY CHARGERS	N/A	N/A	LIBRARY
(2) VHS BLANK TAPES	N/A	N/A	LIBRARY
ENERCELL 12V LEAD ACID BATTERY	N/A	N/A	LIBRARY
COMPUTER MOUSE	N/A	N/A	LIBRARY
PENCIL SHARPENER	N/A	N/A	LIBRARY
(3) STACKABLE FILING CABINETS	N/A	N/A	LIBRARY
PCI PORT VIDEO SPLATTER	N/A	N/A	LIBRARY
DATA CASE FLOPPYDISK HOLDER	N/A	N/A	LIBRARY



## INVENTORY TO SURPLUS FY 2024-2025

MACHINERY/EQUIPMENT	IDENTIFIER	ASSET TAG NO.	DEPARTMENT
INDIVIDUAL COMPUTER DESK	N/A	N/A	LIBRARY
MAIL CUBBY CABINET	N/A	N/A	LIBRARY
ARCADE 1UP 32" SCREEN INFINITY TABLE	EZ1ZB-0821-013397	N/A	LIBRARY
(40) METAL FRAME BOOK DISPLAYS	N/A	N/A	LIBRARY
(18) ACTIVE VISION PASSIVE VIDEO BALUN JACK	N/A	N/A	LIBRARY
(11) PLEXIGLASS DISPLAY SHELVES	N/A	N/A	LIBRARY
BLUE OFFICE CHAIR	N/A	N/A	LIBRARY
BROWN WOODEN DISPLAY SHELF	N/A	N/A	LIBRARY
(2) DELL DISPLAY SHELF	N/A	N/A	LIBRARY
MICROWAVE	N/A	N/A	LIBRARY
BOSTON PAPER SHREDDER	N/A	N/A	LIBRARY
SMALL ROLLING TABLE	N/A	N/A	LIBRARY
SIGN DISPLAY	N/A	N/A	LIBRARY
SAMSUNG PLASMA TV	N/A	N/A	LIBRARY
ROLLING SIGN DISPLAY	N/A	N/A	LIBRARY
ROLLING BOOK CART	N/A	N/A	LIBRARY
CRADENZA DESK	N/A	N/A	SANITATION
TABLE	N/A	N/A	SANITATION
DESK	N/A	N/A	SANITATION
(10) OFFICE CHAIRS	N/A	N/A	SANITATION
BROWN DESK	N/A	010484	SANITATION
BROWN DESK	N/A	010485	SANITATION
BLACK TABLE	N/A	N/A	SANITATION
2-SEAT BENCH	N/A	010999	POLICE
2-SEAT BENCH	N/A	010998	POLICE
BLACK LEATHER OFFICE CHAIR	N/A	0087754	POLICE
RED OFFICE CHAIR	N/A	010993	POLICE
BLACK LEATHER OFFICE CHAIR	N/A	N/A	POLICE
BLACK LEATHER OFFICE CHAIR	N/A	002907	POLICE
(17) CHAIRS	N/A	N/A	POLICE
(3) COMPUTER KEYBOARDS	N/A	N/A	POLICE
SECURE TOUCH FINGERPRINT READER/ OPTICAL MOUSE	1004736	N/A	POLICE
(2) COMPUTER MICE	N/A	N/A	POLICE
DYMO PRINTER SMALL TICKET PRINTER	HBZ470244235A	N/A	POLICE
HP LASERJET PRO 400 COLOR PRINTER	CNDG106781	N/A	POLICE
BROTHER ML100 STANDARD TYPEWRITER	N/A	N/A	POLICE
COMPUTER STAND	N/A	N/A	POLICE
(3) IBM TYPEWRITERS	N/A	N/A	POLICE
BLACK OFFICE CHAIR	N/A	N/A	POLICE
D LINK SWITCH	DL187001459	N/A	POLICE
CANON POWER SHOT S315 CAMERA	4828503484	N/A	POLICE
GLOBAL AUTO FLOOR CLEANERCLOROX 360 INDUSTRIAL SPRAYER	GE201050001760	N/A	POLICE
CLOROX 360 INDUSTRIAL SPRAYER	115MST14331	N/A	POLICE
CLOROX 360 INDUSTRIAL SPRAYER	115MST19276	N/A	POLICE
(2) LEATHER OFFICE CHAIRS	N/A	N/A	POLICE
PANASONIC BOX TELEVISION	LA91670015	N/A	POLICE
PANASONIC BOX TELEVISION	LB93260408	N/A	POLICE
PANASONIC BOX TELEVISION	LB93260412	N/A	POLICE
BROWN OFFICE DESK	RCI47029	N/A	POLICE
DESK EXTENSION CABINET	N/A	N/A	POLICE
(2) OFFICE CHAIRS	N/A	N/A	POLICE
SMALL INDIVIDUAL SINGLE TABLE/DESK	N/A	N/A	POLICE
(4) KEYBOARDS	N/A	N/A	GOLF
(2) COMPUTER MICE	N/A	N/A	GOLF
CALCULATOR	N/A	N/A	GOLF
D-LINK DES- 1024D SWITCH	F30C387000647	N/A	GOLF
DELL OPTIPLEX 755 DESKTOP	0HY385	N/A	GOLF
DELL DIMENSION 4300S DESKTOP	7C14511	003078	GOLF
DELL OPTIPLEX GX520 DESKTOP	4LWM8C1	006065	FINANCE
BROTHER MFC-767100W PRINTER	U626636M1F130089	N/A	GOLF
CYBEX SQUAT RACK	50142	001935	POLICE
KETTLE BELL RACK	N/A	010886	POLICE
KETTLE BELL RACK	N/A	010887	POLICE
CYBEX DUMBBELL RACK	N/A	001940	POLICE
MATRIX ELIPTICAL	EP12141012305	010880	POLICE
MATRIX TREADMILL	CTM5151914116654	010878	POLICE

## INVENTORY TO SURPLUS FY 2024-2025

MACHINERY/EQUIPMENT	IDENTIFIER	ASSET TAG NO.	DEPARTMENT
MATRIX STATIONARY BIKE	EP612141012306	010882	POLICE
(20) DUMBELLS (10) PAIRS (VARIOUS WEIGHTS)	N/A	N/A	POLICE
JOHN DEERE 1550 TERRAIN CUT MOWER	1TC1550DCFR010700	011172	GOLF
WITTEK BALL WASHER	N/A	016648	GOLF
JOHN DEERE PRECISION CUT MOWER	1TC2653TTNT15009	017205	GOLF
JOHN DEERE VERTICAL CUTTING UNIT	MOVC22B040044	004425	GOLF
JOHN DEERE VERTICAL CUTTING UNIT	MOVC22B040298	004427	GOLF
JOHN DEERE VERTICAL CUTTING UNIT	MOVC22B040297	004426	GOLF
JOHN DEERE MOWER	1TC250BGAFT095047	011168	GOLF
JOHN DEERE ATTACHMENT	1M0022GCAFM035355	N/A	GOLF
JOHN DEERE ATTACHMENT	1M0022GCAFM072120	N/A	GOLF
JOHN DEERE ATTACHMENT	1M0022GCAFM072117	N/A	GOLF
JOHN DEERE ATTACHMENT	1M0022GCAFM072119	N/A	GOLF
JOHN DEERE ATTACHMENT	1M0022GCKFM072115	N/A	GOLF



CITY OF  
**MISSION**

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025  
**PRESENTED BY:** Anna Carrillo, City Secretary  
**AGENDA ITEM:** Board Appointments – Civil Service Commission and Texas Citrus Fiesta Board - Carrillo

### NATURE OF REQUEST:

Civil Service Commission – Appoint Robert Pena to replace Jerry Saenz who resigned term to expire December 31, 2026

Texas Citrus Fiesta Board – Appoint April Flowers to replace Sarah Hinojosa who resigned term to expire December 31, 2027

### STAFF RECOMMENDATION:

Approval

**Departmental Approval:** N/A

**Advisory Board Recommendation:** N/A

**City Manager's Recommendation:** Approval *MRP*

**RECORD OF VOTE:**

<b>APPROVED:</b>	_____
<b>DISAPPROVED:</b>	_____
<b>TABLED:</b>	_____

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_



CITY OF  
**MISSION**

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025  
**PRESENTED BY:** Teclo J. Garcia, CEO  
**AGENDA ITEM:** Approval of Resolution #\_\_\_\_\_, Resolution approving the resolution of Mission Economic Development Corporation authorizing the issuance of bonds on behalf of Graphic Packaging International LLC; and matters related thereto. - Garcia

### NATURE OF REQUEST:

Lee McCormick, President of Community Development Associates, has facilitated the issuance of revenue bonds by the Mission Economic Development Corporation for the purpose of financing and refinancing projects for Graphic Packaging International LLC, under the assistance of MEDC's Private Activity Bond program.

Attached is a staff report and the proposed resolution.

Mr. McCormick will be available to answer any questions City Council members may have.

**BUGETED:** 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

**RECORD OF VOTE:** **APPROVED:** \_\_\_\_\_

**DISAPPROVED:** \_\_\_\_\_

**TABLED:** \_\_\_\_\_

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_

## RESOLUTION # \_\_\_\_\_

RESOLUTION APPROVING THE RESOLUTION OF MISSION ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING THE ISSUANCE OF BONDS ON BEHALF OF GRAPHIC PACKAGING INTERNATIONAL, LLC; AND MATTERS RELATED THERETO

WHEREAS, the Mission Economic Development Corporation (the “Issuer”) was created by the City Council (as herein defined) of the City of Mission, Texas (the “Unit”) pursuant to the provisions of the Development Corporation Act, Chapters 501-505, Texas Local Government Code, as amended (the “Act”); and

WHEREAS, on March 26, 2025, the Issuer adopted a resolution in the form attached hereto as **Exhibit A** (as more particularly described in Section 1 hereof, the “Issuer Resolution”) among other things: (i) authorizing the issuance of one or more series of revenue bonds in an aggregate principal amount not to exceed \$100,000,000 (the “Bonds”), pursuant to the terms and provisions of one or more indentures (whether one or more, the “Indentures”) and one or more loan agreements (whether one or more, the “Loan Agreements”); (ii) providing for the payment of the principal of and premium, if any, and interest on the Bonds with revenues derived from the loan of the proceeds of the sale of the Bonds to Graphic Packaging International, LLC, and/or its subsidiaries or affiliates (the “User”); (iii) approving the loan of the proceeds of the Bonds to the User pursuant to the Loan Agreements to be used to finance all or a portion of the costs of acquisition, construction, improving, and/or equipping of certain solid waste disposal facilities as described and defined in the Issuer Resolution (the “Project”), to pay capitalized interest, the costs of issuance of the Bonds and/or to fund any reserve funds with respect to the Bonds and for such other purposes as set forth in the Issuer Resolution; and (iv) authorizing certain other actions in connection with the foregoing; and

WHEREAS, Section 501.204 of the Act requires that the governing body of the Unit approve the Issuer Resolution no more than 60 days prior to the delivery of the Bonds; and

WHEREAS, the City Council of the Unit (the “City Council”) is the governing body of the Unit and deems it necessary and advisable that this Resolution be adopted; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), further requires that the plan of finance, including the Bonds and the Project, be approved (such approval, the “AER Approval”) by an “applicable elected representative” (the “AER”) of a governmental unit in which the Issuer is located, after a public hearing following reasonable public notice; and

WHEREAS, with respect to the Bonds, either the City Council or the Mayor of the Unit is an AER for the Unit; and

WHEREAS, a telephonic public hearing with respect to the plan of finance, the Bonds and the Project (the “Public Hearing”) has been held, and notice of such Public Hearing was posted no less than 7 days before the date of such Public Hearing, and all comments from interested persons were taken at such Public Hearing, all as shown in **Exhibit B** attached hereto; and

WHEREAS, the City Council desires to (i) approve the issuance of the Bonds by the Issuer as authorized pursuant to the Issuer Resolution and (ii) approve the plan of finance, including the Bonds and the Project, as required by Section 147(f) of the Code.

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

Section 1. The *Resolution Of Mission Economic Development Corporation Authorizing The Issuance Of One Or More Series Of Revenue Bonds and the Loan Of the Proceeds Thereof To Graphic Packaging International, LLC; Approving Documents Relating Thereto; And Approving Other Matters In Connection Therewith* adopted by the Issuer on March 26, 2025 (referred to herein as the “Issuer Resolution”), a copy of which is attached hereto as **Exhibit A** and made a part hereof for all purposes, is hereby approved.

Section 2. The approval herein given is in accordance with the provisions of Section 501.204 of the Act, and is not to be construed as an undertaking by the Unit. The Bonds shall never constitute an indebtedness or pledge of the Unit or the State of Texas, within the meaning of any constitutional or statutory provision, and the holders of the Bonds shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other revenues of the Issuer, the Unit, or the State of Texas except those revenues assigned and pledged by the Issuer in the Indentures that will be executed and delivered in connection with the Bonds.

Section 3. The programs and expenditures authorized and contemplated by the Issuer Resolution are hereby in all respects approved.

Section 4. The Public Hearing with respect to the plan of finance, the Bonds and the Project, the posting of notice of such Public Hearing on the Unit’s public website and the certificate of the hearing officer regarding such Public Hearing, all as shown in **Exhibit B** attached hereto, are hereby approved and ratified.

For the purpose of satisfying the requirements of Section 147(f) of the Code, the plan of finance, including the issuance of the Bonds and the Project to be financed by the plan of finance and the Bonds, in one or more series over the next thirty-six months in the aggregate maximum stated principal amount of \$100,000,000, and the facilities to be financed by the plan of finance, including the facilities and operations located at 301 Sheehy Parkway, Waco, McLennan County, Texas 76712 (all as described in the notice of Public Hearing attached hereto as **Exhibit B**) are hereby approved. THE APPROVAL HEREIN GRANTED IS FOR PURPOSES OF SATISFYING THE REQUIREMENTS OF THE CODE, AND SHALL NOT BE CONSTRUED AS A REPRESENTATION, WARRANTY OR OTHER UNDERTAKING OF ANY KIND BY THE UNIT WITH RESPECT TO THE BONDS OR THE PROJECT. THE BONDS SHALL NOT CONSTITUTE OBLIGATIONS OF THE UNIT OR A PLEDGE OF ITS FAITH AND CREDIT, AND THE UNIT SHALL NOT BE OBLIGATED TO PAY THE BONDS OR THE INTEREST THEREON OR OTHERWISE INCUR ANY LIABILITY WITH RESPECT THERETO.

Section 5. This Resolution is expressly for the purpose of approving the issuance of the Bonds for the purposes described herein and in the Issuer Resolution, and approving the matters relating to the Bonds as provided herein and in the Issuer Resolution, and does not constitute an approval by the City Council or the Unit of any other matters relating to the User or its business operations.

Section 6. The Mayor of the Unit, the City Council, the City Secretary of the Unit and any other officers of the Unit are hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

PASSED AND APPROVED this 14th day of April, 2025.

## AGENDA ITEM

**DATE:** April 14, 2025

**TO:** City of Mission

RESOLUTION APPROVING THE RESOLUTION OF MISSION ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING THE ISSUANCE OF BONDS ON BEHALF OF GRAPHIC PACKAGING INTERNATIONAL, LLC; AND MATTERS RELATED THERETO

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Background:

Graphic Packaging Holding Company (NYSE: GPK), the parent company of Graphic Packaging International, LLC (GPIL” or the “Company”), headquartered in Atlanta, Georgia, is committed to providing consumer packaging that makes a world of difference. The Company is a leading provider of sustainable, fiber-based packaging solutions to the world's most recognized food, beverage, food service, and other consumer product companies and brands. The Company operates on a global basis, is one of the largest producers of folding cartons and fiber-based foodservice products in the United States and Europe, and holds leading market positions in coated recycled paperboard, coated unbleached kraft paperboard, and solid bleached sulfate paperboard. The Company’s customers include many of the world’s most widely recognized companies and brands. (See Attachment)

The Project:

Graphic Packaging International, LLC is investing ~\$1 billion to build a new Coated Recycled Board Mill in Waco, TX. This mill will manufacture coated recycled board (“CRB”), which will be used to manufacture packaging cartons for food, beverage, food service, and other consumer products companies. The mill is expected to annually turn approximately ~550k tons of secondary fiber (old corrugated containers, boxes and manufacturing clippings, office waste materials, and paper cups) into ~550k tons of new CRB roll stock. 80% of the Texas population resides within 200 miles of the new mill’s location. This will provide a strong secondary fiber basket to feed the mill. The Texas “triangle” also provides a robust talent pipeline for both hourly and salaried personnel. Construction on the new mill began in Q1 2023. Machine commissioning is expected in Q4 2025. A complete start-up of the mill is expected in Q1 2026.

The new mill, in combination with the projected closure of one or more other older mills, is estimated to result in a 24% reduction in greenhouse gas (GHG) emissions and a 12% reduction in absolute GHG emissions. The mill will consume ~550 tons of secondary fiber that otherwise would end up in a landfill. A new gas turbine investment is expected to provide reliable, high-efficiency electricity and steam, helping to power the mill. Ultimately, the new mill will generate ~230 new jobs.



Terms of Transaction:

Amount:	Up to \$100,000,000
Offering:	Public
Est. Closing:	May 2025
Est Rating:	Ba2/BB

Finance Team

Bond Counsel:	Hunton Andrews Kurth LLP
Issuer Counsel:	Bracewell LLP
Issuer Advisor:	Community Development Associates, LLC
Underwriter:	TD Securities (USA) LLC
Borrower Counsel:	In-House Counsel

Fiscal Impact & Risks:

The Company anticipates issuing \$100 million of tax-exempt bonds in 2025 to reimburse construction costs. The MEDC is expected to receive approximately \$160,000 for serving as Issuer of the bonds along with an annual fee of \$25,000 until maturity.

Approval of this Resolution does not impose any payment or obligation on the MEDC or the City of Mission in connection with the financing. The Bonds do not constitute a debt or obligation of the MEDC, the City, the County, or the State of Texas. They are solely the obligation and responsibility of the Company. More importantly, the Bonds will not require any general fund support or taxpayer dollars. There is no commitment of the credit ratings, and the Bonds do not, in any manner, restrict, impede, or limit the borrowing or bonding capacity of the MEDC or City of Mission.



**Exhibit A**  
**Issuer Resolution**  
[Attached]

A-1

RESOLUTION 2025-03

RESOLUTION OF MISSION ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF REVENUE BONDS AND THE LOAN OF THE PROCEEDS THEREOF TO GRAPHIC PACKAGING INTERNATIONAL, LLC; APPROVING DOCUMENTS RELATING THERETO; AND APPROVING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Mission Economic Development Corporation (the "Issuer") was created by the City Council of the City of Mission, Texas (the "Creating Unit") pursuant to the provisions of the Development Corporation Act, Chapters 501-505, Texas Local Government Code, as amended (the "Act"); and

WHEREAS, the Act authorizes and empowers the Issuer to issue bonds on behalf of the Creating Unit: (i) to finance a project (including land, buildings, equipment, facilities, expenditures, targeted infrastructure and improvements with respect to a project) found by the Board of Directors (the "Board") of the Mission Economic Development Corporation (the "Issuer") to be required or suitable for the development, retention or expansion of solid waste disposal facilities, (ii) to finance expenditures found by the Board of the Issuer to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, including solid waste disposal facilities, and (iii) to pay all or part of the costs of a "project" as defined in the Act, and to loan the proceeds of the bonds to others to finance all or part of the costs of a project; and

WHEREAS, the Issuer was created by a municipality wholly or partly located in a county that is bordered by the Rio Grande, has a population of at least 500,000 and has wholly or partly within its boundaries at least four municipalities that each have a population of at least 25,000; and

WHEREAS, the Issuer is a Type B corporation under Chapter 505, Texas Local Government Code, as amended, including for purposes of Section 505.005; and

WHEREAS, Graphic Packaging International, LLC, a Delaware limited liability company qualified to do business in Texas (the "Borrower") has requested that the Issuer issue its revenue bonds in one or more series as hereinafter described, and loan the proceeds of the sale thereof to the Borrower (or any affiliates or subsidiaries of the Borrower), to be used to finance all or a portion of the costs of acquisition, construction, improving, and/or equipping of certain solid waste disposal facilities as further described in the Prior Resolution (defined below) and/or in the hereinafter defined Indentures and/or Loan Agreements relating to the hereinafter defined Bonds (such costs referred to herein as the "Project"), including reimbursing the Borrower for prior expenditures related to the Project, to pay capitalized interest, to pay the costs of issuance of such Bonds and/or to fund any reserve funds with respect to such Bonds; and

WHEREAS, the Issuer previously adopted certain resolutions with respect to the Project, captioned as a *Resolution Regarding Request Of Graphic Packaging International, LLC For The Issuance Of One Or More Series Of Revenue Bonds*;

*Authorizing The Filing Of An Application For Allocation Of Volume Cap for Private Activity Bonds With The Texas Bond Review Board; Authorizing Public Hearings Regarding The Bonds; And Authorizing Other Action Related Thereto*, on November 29, 2023 (the “Prior Resolution”); and

WHEREAS, the governing body of the City of Waco, Texas (the “Requesting Unit”) has requested or is expected to request, prior to the issuance of the Bonds, the Issuer to exercise its powers to finance the Project, which will be located entirely within the corporate limits of the Requesting Unit;

WHEREAS, in order to provide funds for the Issuer to make the loan to the Borrower to be used to finance the Project and related costs described above, the Issuer now proposes to issue one or more series of its revenue bonds (collectively, the “Bonds”), in an aggregate principal amount not to exceed \$100,000,000 pursuant to and in accordance with this Resolution; and

WHEREAS, the Issuer does not support the Project with sales and use tax revenue collected under Chapters 504 or 505 of the Act; and

WHEREAS, pursuant to the Act, the Bonds shall never constitute an indebtedness or pledge of the Creating Unit or the State of Texas, within the meaning of any constitutional or statutory provision, and the holders of the Bonds shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other revenues of the Issuer, the Creating Unit, or the State of Texas except those revenues assigned and pledged by the Issuer in the indenture(s) that will be executed and delivered in connection with the Bonds; and

WHEREAS, the City Council of the Creating Unit proposes to adopt a written resolution for the purpose of approving this Resolution of the Issuer providing for the issuance of the Bonds as required by the Act and approving the Bonds and the Project as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, the Board desires to approve the forms of one or more trust indentures, one or more loan agreements, one or more bond purchase agreements, and to authorize the officers of the Issuer executing such documents to negotiate the final terms of such documents and to execute and deliver such documents on behalf of and in the name of the Issuer; and

WHEREAS, the Board finds that the form and substance of the aforementioned documents are satisfactory and the recitals and findings contained therein are true, correct and complete, and the Board further finds that it is in the best interest of the public and the Issuer and assists in carrying out the public purpose of the Issuer and of the Act to authorize the execution and delivery of such documents and the issuance of the Bonds; and

WHEREAS, the Board finds that the Project (as defined herein) furthers the public purposes of the Act; and

WHEREAS, the Board further desires to approve the form of one or more official statements (which may alternatively be designated as offering memoranda, limited offering memoranda, private placement memoranda, or similar designation) to be distributed in connection with the offering and sale of the Bonds (whether one or more, the "Offering Documents"), and desires hereby to authorize the use of certain information to be set forth in such Offering Documents concerning the Issuer under the captions "The Issuer" and "Absence of Material Litigation—The Issuer" (or similar captions relating to the Issuer or litigation involving the Issuer) and to approve and authorize the distribution of such Offering Documents.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MISSION ECONOMIC DEVELOPMENT CORPORATION THAT:

1. The Issuer hereby authorizes and approves the issuance of the Bonds in one or more series bearing interest at variable rates and/or fixed rates (as selected by the Borrower) and maturing not later than forty years from their date of issuance, in the aggregate principal amount not to exceed \$100,000,000. The Bonds are hereby authorized and approved to be issued for any or all of the purposes described herein, including the financing of the Project. The Bonds may be issued as tax-exempt bonds and/or taxable bonds, as selected by the Borrower, and may be issued at a price of par or priced with a premium or discount, as selected by the Borrower. The Bonds may be captioned or titled as the "Mission Economic Development Corporation Solid Waste Disposal Revenue Bonds (Graphic Packaging International, LLC Project)" or similar designation as approved by the Issuer and provided in the Indentures and with the appropriate series designation as provided in the Indentures. The Bonds will be issued in accordance with one or more trust indentures or similarly designated agreements (whether one or more, the "Indentures") between the Issuer and the trustee named therein (the "Trustee"), the form, terms and provisions of such Indentures and the Bonds being hereby authorized and approved, and the President and/or the Vice President of the Issuer are hereby authorized and directed to execute and deliver such Indentures and the Bonds on behalf of the Issuer, and the Secretary and/or Assistant Secretary of the Issuer is hereby authorized to attest and affix the Issuer's seal to the Indentures, if required, and to the Bonds, with such changes therein as the officers executing the same may approve, such approval to be conclusively evidenced by such execution thereof.

2. The Issuer hereby approves the loan of the proceeds of the sale of the Bonds by the Issuer to the Borrower to provide for the financing of the costs of the Project, which loan will be made pursuant to the terms and provisions of one or more loan agreements or similarly designated agreements (whether one or more, the "Loan Agreements") between the Issuer and the Borrower, the form, terms and provisions of such Loan Agreements being hereby authorized and approved, and the President and/or the Vice President of the Issuer are hereby authorized and directed to execute and deliver and the Secretary and/or Assistant Secretary of the Issuer is hereby authorized to attest and affix the Issuer seal to such Loan Agreements, if required, on behalf of the Issuer, with such changes therein as the officers executing the same may approve, such approval to be conclusively evidenced by such execution thereof. To the extent required or requested, any one or more promissory notes (whether one or more, the "Notes") issued



by the Borrower to the Issuer under any of the Loan Agreements are hereby approved and the aforementioned officers of the Issuer (or any of them) are hereby authorized to execute and assign any such Notes to the Trustee as security for the Bonds and the repayment by the Borrower of its obligations under the Loan Agreements.

3. The issuance, sale and delivery of the Bonds by the Issuer is hereby authorized and approved, and shall be effected in accordance with the terms and provisions of one or more bond purchase agreements or similarly designated agreements (whether one or more, the "Bond Purchase Agreements"), substantially in the form of the Bond Purchase Agreement by and among TD Securities (USA) LLC, on behalf of itself and as representative of Truist Securities, Inc. and/or any other underwriter(s) named therein (together, the "Underwriters"), the Issuer and the Borrower, the form, terms and provisions of such Bond Purchase Agreements being hereby authorized and approved, and the President and/or the Vice President of the Issuer are hereby authorized and directed to execute and deliver such Bond Purchase Agreements on behalf of the Issuer, with such changes therein as the officer executing the same may approve, such approval to be conclusively evidenced by such execution thereof.

4. The Board hereby authorizes and approves the content and use of the information concerning the Issuer in the Offering Documents, and authorizes the distribution of such Offering Documents; provided that, in adopting this Resolution, the Issuer hereby disclaims any responsibility for the Offering Documents except for the information described as having been provided by it in the last recital of this Resolution and expressly disclaims any responsibility for any other information included as part of the Offering Documents.

5. The issuance of the Bonds by the Issuer is subject to and conditioned upon the prior receipt by (or on behalf of) the Issuer of (i) the approving opinion of the Attorney General of the State of Texas and evidence of registration of the Bonds by the Comptroller of Public Accounts of the State of Texas; and (ii) the purchase price for the Bonds; and (iii) such opinions, evidences, certificates, instruments or other documents as shall be requested by Issuer's Counsel and Bond Counsel, in order to enable such counsel to render their legal opinions in connection with the issuance of the Bonds.

6. The Board hereby appoints Hunton Andrews Kurth LLP as bond counsel ("Bond Counsel") and Bracewell LLP as Issuer's counsel ("Issuer's Counsel") in connection with the Bonds. The Board hereby authorizes Bond Counsel to submit to the Attorney General of Texas, for approval as required under Section 1202.003, Texas Government Code, a transcript of legal proceedings relating to the issuance, sale and delivery of the Bonds. To the extent required by the Attorney General of Texas, Bond Counsel is authorized to make such changes to the text of this Resolution as may be required in connection with the issuance of the Bonds.

7. The officers, employees and agents of the Issuer, and each of them, shall be and each is expressly authorized, empowered and directed from time to time and at any time to do and perform all acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all directions and



notices, agreements, documents, certificates, financing statements, instruments and other papers, whether or not herein mentioned, as they may determine to be necessary or desirable in order to carry out the terms and provisions of this Resolution and of the Bonds to be issued hereunder, as well as the terms and provisions of the Indentures, the Loan Agreements and the Bond Purchase Agreements hereby authorized and approved, such determination to be conclusively evidenced by the performance of such acts and things and the execution of any such certificate, financing statement, instrument or other paper.

8. The Board hereby finds that the expenditures with respect to the Project are required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, including solid waste disposal facilities pursuant to Section 501.107 of the Act.

9. The Board hereby finds that the Project will contribute to the economic growth or stability of the Requesting Unit by (i) increasing or stabilizing employment opportunity; (ii) significantly increasing or stabilizing the property tax base; and (iii) promoting commerce within the Requesting Unit and the State of Texas.

10. To the extent required by the Code, the Board directs that an officer of the Issuer submit to the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, a statement containing the information required by Section 149(e) of the Code.

11. The actions of the Issuer and any hearing officer acting on behalf of the Issuer with regard to the required public hearing(s) relating to the Bonds as required under Section 147(f) of the Code, and the publication of notice of such public hearings are hereby authorized, ratified and approved.

12. The Board hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act.

13. This Resolution is expressly for the purpose of approving the issuance of the Bonds for the purposes described herein and approving the documents and matters relating to the Bonds as provided herein, and does not constitute an approval by the Board or the Issuer of any other matters relating to the Borrower or its business operations.

The recitals contained herein are true, correct and complete and are hereby adopted as findings of the Issuer. This Resolution shall take effect and be in full force and effect upon and after its passage.

PASSED AND APPROVED this 26th day of March, 2025.

**Exhibit B**

**Certificate of Public Hearing Officer Regarding Public Hearing**

[Attached.]

B-1

**CERTIFICATE OF PUBLIC HEARING OFFICER**  
**REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE § 147(f))**

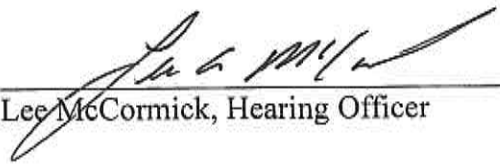
MISSION ECONOMIC DEVELOPMENT CORPORATION  
SOLID WASTE DISPOSAL REVENUE BONDS  
(GRAPHIC PACKAGING INTERNATIONAL, LLC PROJECT)  
SERIES 2025

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the issuance of the above-referenced Bonds (the "Bonds").

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing which was held in connection with the issuance of the Bonds at the time and place indicated in the Notice of Public Hearing included in **Exhibit A** attached hereto.
2. Notice of the public hearing was published no less than 7 days before the date of the public hearing in the Mission Economic Development Corporation website, as evidenced by the Affidavit of Posting of Notice of Public Hearing attached hereto as **Exhibit A**.
3. All persons appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bond and the project to be financed with proceeds of the Bonds. No such persons appeared or made comments except as is set forth on **Exhibit B** attached hereto.
4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND this 5<sup>th</sup> day of March, 2025.



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Lee McCormick, Hearing Officer

Exhibit A - Affidavit of Publication of the Notice of Public Hearing

Exhibit B - Names and Comments of Persons Attending Public Hearing

**EXHIBIT A**

**AFFIDAVIT OF POSTING OF THE NOTICE OF PUBLIC HEARING**

**[ATTACHED]**

**AFFIDAVIT OF POSTING**

THE STATE OF TEXAS  
COUNTY OF HIDALGO

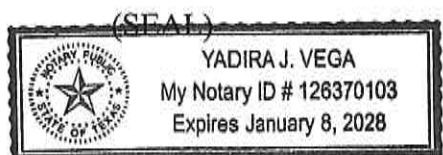
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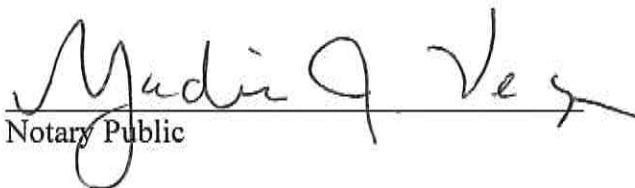
BEFORE ME, the undersigned authority, on this day personally appeared the person whose name is subscribed below, who, having been duly sworn, upon oath said:

1. That this affiant is a duly authorized officer or employee of the Mission Economic Development Corporation, a Texas non-stock, nonprofit corporation (the "Issuer"), which is a public instrumentality of the City of Mission, Texas (the "City").
2. That attached hereto is a true, full, and correct copy of the "NOTICE OF PUBLIC HEARING" which was posted on the City's website, in the area of the City's website where notices of the City's and the Issuer's public meetings are posted, on February 24, 2025, and continuously thereafter until March 5, 2025 at 12:00 p.m.

  
\_\_\_\_\_  
Authorized Officer or Employee

SUBSCRIBED AND SWORN TO BEFORE ME on the 5<sup>th</sup> day of March, 2025.



  
\_\_\_\_\_  
Notary Public

## NOTICE OF PUBLIC HEARING

**NOTICE OF PUBLIC HEARING**

**MISSION ECONOMIC DEVELOPMENT CORPORATION SOLID WASTE DISPOSAL  
REVENUE BONDS (GRAPHIC PACKAGING INTERNATIONAL, LLC PROJECT)  
SERIES 2025**

Notice is hereby given of a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") to be held on behalf of Mission Economic Development Corporation (the "Issuer") on March 5, 2025 at 11:30 a.m. Central Standard Time, at the below toll-free teleconference number, with respect to the captioned Bonds (the "Bonds") to be issued as exempt facility bonds under Section 142 of the Code in one or more series in an aggregate principal amount not to exceed \$100,000,000 by the Issuer. The proceeds of the Bonds will be used pursuant to a plan of financing that may involve one or more bond issues and the proceeds of the Bonds will be loaned to Graphic Packaging International, LLC, a Delaware limited liability company or an affiliate thereof or a related person thereto (the "Borrower"), for the following purposes (collectively, the "Project"):

(A) financing and refinancing the costs of the development, construction, improvement, equipping and installation of certain solid waste disposal facilities and/or recycling facilities, including, but not limited to a facility that will be used to recycle old corrugated containers, post-consumer waste, box and manufacturing clippings and office waste materials into packaging cartons for food, beverage, foodservice, and other consumer products, along with other assets and equipment related thereto, including the purchase of land, the reimbursement of the Borrower for costs incurred with respect to the Project and the payment of interest on the Bonds at the following locations:

- 1) 301 Sheehy Parkway, Waco, McLennan County, Texas 76712

The Project will be owned and operated by the Borrower. The Bonds are not payable out of taxes and are secured by and payable solely from funds provided by the Borrower.

The public hearing will be conducted in a manner that provides a reasonable opportunity for interested individuals with differing views on both the issuance of the Bonds and the financing of the Project to be heard and to present their oral and written comments, and will be conducted by Lee McCormick, or his designee (the "Hearing Officer"). Pursuant to IRS Revenue Procedure 2022-20, the public hearing will be available to the public via a telephonic hearing at the following toll-free telephone number:

**Telephonic Hearing Dial-in Number: +1 346-248-7799**

**Meeting ID: 997 9239 7357    Passcode: 464458**

Questions or requests for additional information may be directed to the Hearing Officer (telephone: (214) 256-3121; email: [lmccormick@cdafinance.com](mailto:lmccormick@cdafinance.com)). Any interested persons unable to attend the telephonic public hearing may submit their views in writing to the Hearing Officer at Community Development Associates, LLC, 6988 Lebanon Rd., Ste. 103, Frisco, Texas 75034 or by emailing the address set forth above prior to the date scheduled for the hearing.



## Welcome to Mission, Texas – “The Place to Be”

Presione aquí para ver nuestro sitio web en Español.

The City of Mission provides exceptional customer service through dedicated leadership and efficient use of resources to enhance the quality of life in our community. – City of Mission, Mission Statement

The City of Mission is a great place to live and do business! Located along the U.S./Mexico border, Mission is part of one of the fastest growing MSAs in the country. It has experienced tremendous growth in population, business development and its economy in recent years. Come enjoy the warm weather and rapid growth Mission, Texas has to offer. It's the perfect place to do business or raise a family.



Latest Videos

March 3, 2025

City Council Meeting March 3, 2025



Latest Videos

February 24, 2025

City Council Meeting February 24, 2025



Latest Videos

February 15, 2025

GMCC Buenos Tardes Luncheon 2025



Latest Videos

February 10, 2025

City Council Meeting February 10, 2025

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### News & Events

- [NOTICE OF PUBLIC HEARING MISSION ECONOMIC DEVELOPMENT CORPORATION SOLID WASTE DISPOSAL REVENUE BONDS \(WASTE MANAGEMENT, INC. PROJECT\)](#)
- [NOTICE OF PUBLIC HEARING MISSION ECONOMIC DEVELOPMENT CORPORATION SOLID WASTE DISPOSAL REVENUE BONDS \(GRAPHIC PACKAGING INTERNATIONAL, LLC PROJECT\) SERIES 2025](#)
- [POSTPONED UNTIL FEBRUARY 24, 2025: Public](#)

### City Calendar

[VIEW CALENDAR](#)

**EXHIBIT B****NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING****NONE**Name of AttendeeComment

1. \_\_\_\_\_

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2. \_\_\_\_\_

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3. \_\_\_\_\_

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# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025

**PRESENTED BY:** Teclo J. Garcia, Interim Executive Director, Mission RA/TIRZ #1

**AGENDA ITEM:** Authorize Mayor to execute a Reimbursement Agreement between the City of Mission and Mission Redevelopment Authority related to a Hike & Bike Trails Project in the amount of \$300,000 – Garcia

### NATURE OF REQUEST:

The project is a regional project involving safely connecting the existing Hike & Bike Trails facilities of Mission, McAllen, and Hidalgo to the Regional Linear Park facility, City of Edinburg Hike & Bike trails, and ultimately to the UTRGV. A share of the project costs is eligible under the attached agreement and shall not exceed \$300,000. The reimbursement agreement was approved by the TIRZ Board at their meeting of March 25, 2025.

**BUGETED:** Yes **FUND:** 03-471 **ACCT. #:** 03-471-8123

**BUDGET:** \$300,000 **EST. COST:** \$300,000 **CURRENT BUDGET BALANCE:** \$300,000

**BID AMOUNT:** \$ \_\_\_\_\_

### STAFF RECOMMENDATION:

Approval of Reimbursement Agreement

**Departmental Approval:** Finance

**Advisory Board Recommendation:** MRA Approval

**City Manager's Recommendation:** Approval *MRP*

**RECORD OF VOTE:**

**APPROVED:** \_\_\_\_\_

**DISAPPROVED:** \_\_\_\_\_

**TABLED:** \_\_\_\_\_

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_

## REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (this “Agreement”), effective as of \_\_\_\_\_, 2025, is made by and between MISSION REDEVELOPMENT AUTHORITY (the “Authority”), a local government corporation created and organized under the provisions of the Texas Transportation Corporation Act, Chapter 431, Transportation Code, and authorized and approved by the City of Mission, Texas pursuant to Resolution No. 1021 adopted on November 26, 2001, acting by and through its governing body, the Board of Directors (the “Authority Board”), REINVESTMENT ZONE NUMBER ONE, CITY OF MISSION, TEXAS (the “TIRZ”), a tax increment reinvestment zone created by the City of Mission, Texas pursuant to Chapter 311, Texas Tax Code, as amended, acting by and through its governing body, the Board of Directors (the “TIRZ Board”), and THE CITY OF MISSION, TEXAS (the “City”), a Texas home-rule city.

### RECITALS

WHEREAS, by Ordinance No. 2683, the City Council of the City of Mission, Texas (the “City Council”) created the TIRZ, and appointed the TIRZ Board; and

WHEREAS, the TIRZ Board adopted a Project Plan and Reinvestment Zone Financing Plan (the “Project and Financing Plan”), and submitted the final Project and Financing Plan to the City Council for approval; and

WHEREAS, the City Council approved the Project and Financing Plan pursuant to Ordinance No. 2758; and

WHEREAS, the City authorized the creation of the Authority to aid, assist with, and act on behalf of the City in the performance of the City’s governmental and proprietary functions with respect to the common good and general welfare of the City and its neighboring areas; and

WHEREAS, the City, the TIRZ, and the Authority entered into that certain Agreement dated August 12, 2003, and approved by the City pursuant to Ordinance No. 2768 (the “Mission Agreement”), pursuant to which the City and the TIRZ contracted with the Authority to administer the TIRZ and granted the Authority the power to engage in activities related to the acquisition and development of land, to construct and improve infrastructure in the City, to enter into development agreements with developers and/or builders in the City, and to issue, sell, or deliver bonds, notes, or other obligations in accordance with the terms of the Mission Agreement; and

WHEREAS, the Texas Tax Code provides that the TIRZ may enter into agreements as the TIRZ Board considers necessary or convenient to implement the Project and Financing Plan and to achieve its purposes; and

WHEREAS, the Board of Directors of the Authority and the TIRZ Board have determined that it is in the best interests of the TIRZ to contract with the City, in its capacity as a developer, to provide for the efficient and effective implementation of certain aspects of the Project and Financing Plan; and

WHEREAS, the City has determined that it will fund a portion of the Recreational Trails Connectivity Project within the City of Mission and that will benefit the Zone; and

WHEREAS, the Authority intends, at the earliest feasible date, to exercise its authority under the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the "Act"), and in accordance with applicable state law and with the Mission Agreement, to issue bonds or notes, the proceeds of which will be used to reimburse the City for costs advanced on behalf of the Authority pursuant to this Agreement.

## AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits contained herein, the Authority, the TIRZ, and the City contract and agree as follows:

### ARTICLE 1 GENERAL TERMS

1.1 Definitions. The terms "Agreement," "Authority," "Authority Board," "City," "City Council," "TIRZ," "TIRZ Board," "Project and Financing Plan," and "Mission Agreement" have the above meanings, and the following terms have the following meanings:

"Act" means the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended.

"Available Tax Increment" shall mean funds in the Tax Increment Revenue Fund.

"City Tax Increment" means the Available Tax Increment generated from the TIRZ that is not now otherwise committed to the reimbursement of a developer (other than the City).

"County" means Hidalgo County, Texas.

"City Advances" means any funds advanced by the City pursuant to Section 6.1 of this Agreement, expressly including, but not limited to, out-of-pocket expenses.

"Party" or "Parties" means one or more of the Authority, the TIRZ, and the City, the parties to this Agreement.

“Project Costs” means all costs relating to the planning, design, engineering, construction, and installation of the Public Improvements.

“Public Improvements” means, collectively, the projects described in Section 3.1, below.

“State” means the State of Texas.

“Tax Increment Revenue Fund” means the special fund established by the Authority and funded with payments made by the City and any other participating Taxing Units, pursuant to the Mission Agreement (which payments are attributable to increased ad valorem property taxes paid on the property within the TIRZ over the base year of 2001).

“Taxing Unit” means, individually and collectively, the City, the County, and any other taxing units that participate in the TIRZ.

1.2 Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

## ARTICLE 2 REPRESENTATIONS

2.1 Representations of the Authority. The Authority hereby represents to the City that:

(A) The Authority is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry out the governmental functions and operations contemplated by this Agreement.

(B) The Authority has the power, authority, and legal right to enter into and perform this Agreement and the execution, delivery, and performance hereof (a) have been duly authorized, (b) to the best of the Authority’s knowledge, will not violate any applicable judgment, order, law, or regulation, and (c) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the Authority under any agreement or instrument to which the Authority is a party or by which the Authority or its assets may be bound or affected.

(C) The Public Improvements and the Project Costs are components of or are consistent with the Project and Financing Plan, and the Project Costs are eligible for reimbursement in accordance with the Act.

(D) This Agreement has been duly authorized, executed, and delivered by the Authority and, constitutes a legal, valid, and binding obligation of the Authority, enforceable in accordance with its terms except to the extent that (a) the enforceability of such instrument may be limited by bankruptcy, reorganization, insolvency, moratorium, or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights and (b) certain equitable remedies including specific performance may be unavailable.

(E) The execution, delivery, and performance of this Agreement by the Authority do not require the consent or approval of any person which has not been obtained.

(F) The Authority has an exemption from the payment of sales and use taxes pursuant to the statute under which the Authority was created.

(G) The Mission Agreement, approved by the City pursuant to Ordinance No. 2768, remains in full force and effect and has not been amended or supplemented since the date of its adoption and, to the best of the Authority's knowledge, no amendment of or supplement to Ordinance No. 2768 is contemplated by the Authority or the City Council.

2.2 Representations of the City. The City hereby represents to the Authority that:

(A) The City is duly authorized, created, and validly existing under the laws of the State of Texas.

(B) The City has the power, authority, and legal right to enter into and perform the obligations set forth in this Agreement, and the execution, delivery, and performance hereof (a) have been duly authorized, (b) will not, to the best of the City's knowledge, violate any judgment, order, law, or regulation applicable to the City or any provisions of the City's organizational documents, and (c) do not constitute a default under or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the City under any agreement or instrument to which the City is a party or by which the City or its assets may be bound or affected.

(C) The City will have sufficient capital to perform its obligations under this Agreement at the time it needs to have sufficient capital.

(D) This Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the City, enforceable in accordance with its terms except to the extent that (a) the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium, or other similar laws of general application in effect from time to time relating to or affecting the enforcement of

creditors' rights and (b) certain equitable remedies including specific performance may be unavailable.

### ARTICLE 3 THE PUBLIC IMPROVEMENTS

3.1 Public Improvements. The Public Improvements consist of the City's portion of the Recreational Trails Connectivity Project, more particularly described in the letter attached hereto as Exhibit A (the "Public Improvements"). The Parties acknowledge that the Public Improvements will be financed and designed, and all necessary right of way will be acquired by the City and consistent with the terms of this Agreement.

3.2 Project Costs. The Project Costs eligible under this Agreement shall be a portion of City's share of the Recreational Trails Connectivity Project that are eligible for financing by the Authority under the Project and Financing Plan , not to exceed \$300,000.00, and shall not include interest.

### ARTICLE 4 DUTIES AND RESPONSIBILITIES OF THE CITY

4.1 Design Engineering and Right-of-Way Acquisition. The City shall cause the design and construction of the Public Improvements and acquire all necessary rights-of-way, securing all necessary permits and approvals therefor, and complying with all applicable competitive bidding laws. As applicable, the City will provide bid tabs and other information reasonably requested by the Authority to document the scope of the Public Improvements, and the costs thereof. Once the City has completed design and construction of the Public Improvements, the City shall provide the Authority with a final cost summary of all costs associated with such Public Improvements, certificates of Completion, and evidence that all amounts owing to contractors and subcontractors have been paid in full as evidenced by customary affidavits executed by such contractors. The City will document the extent of the Public Improvements to the Authority as soon as practicable following completion thereof.

4.2 Cooperation. The City agrees that it will cooperate with the Authority and will provide all necessary information to the Authority and its consultants in order to assist the Authority in complying with the Mission Agreement, including without limitation the completion of a reimbursement audit and construction audit required therein.

4.3 Sales Taxes. The Authority has an exemption from the payment of sales and use taxes pursuant to the statute under which the Authority was created. The Parties shall use reasonable efforts to ensure that the Public Improvements constructed by the City shall have the benefit of such exemption, and the Authority shall provide the City



with such certificates or other documents within its control as the City may require to qualify for such exemption under applicable laws.

## ARTICLE 5 DUTIES AND RESPONSIBILITIES OF THE AUTHORITY

5.1 Authority Contributions. The Authority shall reimburse to the City the Project Costs, without interest, in the amount of the actual eligible costs of the Public Improvements as described herein. The total, actual Project Costs of the Public Improvements for which the Authority shall be responsible under the terms of this Agreement shall not exceed \$300,000.00. The Project Costs shall be financed and funded in accordance with Article 6 of this Agreement. In the event that any portion of the Public Improvements is determined by the Texas Attorney General or other authority with jurisdiction to be ineligible under the Act, the Project Costs shall be reduced by the amount of such ineligible Public Improvements. If the Authority has already repaid the City for such ineligible Public Improvements in accordance with this Agreement, the Parties agree that (a) the amount repaid by the Authority for such ineligible Public Improvements shall be offset against future repayments to the City by the Authority or (b) in the event that there are not future repayments to be made by the Authority, the City shall reimburse the Authority for such repayment within 30 days of receipt of an invoice from the Authority.

5.2 Project Costs. The Authority shall reimburse the Project Costs in accordance with this Agreement.

## ARTICLE 6 PUBLIC IMPROVEMENTS FINANCING AND FUNDING

### 6.1 City Advances.

(A) The City will advance sufficient funds for all costs comprising the Project Costs including, without limitation, all costs of design and engineering that arose or will arise in connection with the completed Public Improvements, including all payments arising under any contracts entered into by the City pursuant to this Agreement, all costs incurred in connection with obtaining governmental approvals, certificates, or permits (including any building permit fees) required as a part of any contracts entered into in accordance with this Agreement, all related legal fees and out-of-pocket expenses incurred in connection therewith.

(B) Following the completion of the Public Improvements, the Authority shall begin repaying the City Advances, and shall continue such repayment until repaid in full, on the earliest date that funds are available from the City Tax Increment.

(C) The Authority's obligation to reimburse the City for Project Costs is limited to the City Tax Increment generated by the TIRZ. The City Tax Increment shall be accounted for separately by the Authority, and shall be used solely for the reimbursement of the City, subject to the terms of this Agreement. The rights of the City in and to the City Tax Increment granted herein are subject only to (a) the rights of any holders of bonds, notes, or other obligations that have been heretofore or are hereafter issued by the City or any other participating Taxing Unit that are payable from and secured by a general levy of ad valorem taxes throughout the taxing jurisdiction of the City or any other participating taxing unit; (b) the rights of any of the holders of bonds and notes, including refunding bonds and notes, that are hereafter issued or incurred by the Authority and which are secured by a pledge of the Tax Increment Revenue Fund, the proceeds of which are used to pay or to refund bonds or notes issued to pay Project Costs, including City Advances; and (c) the rights of any of the holders of notes that are hereafter issued or incurred by the Authority, which are secured by a pledge of all or a part of the Tax Increment Revenue Fund, the proceeds of which are used solely to fund the annual operating and administration budget of the Authority approved by the Authority Board and the City Council.

Subject to the availability of City Tax Increment generated by the TIRZ, and further by the terms hereof, the obligation of the Authority to repay the City Advances as set forth in this Agreement from the City Tax Increment shall be absolute and unconditional until such time as the City Advances incurred pursuant to this Agreement have been fully repaid or provision for payment thereon to the City shall have been made in accordance with the terms of this Agreement. The City Advances constitute a special obligation of the Authority payable solely from the City Tax Increment as and to the extent provided in this Agreement. The City Advances do not give rise to a charge against the general credit or taxing powers of the Authority, the City, the County, or any other Taxing Unit and is not payable except as provided in this Agreement. The City, its successors and assigns, shall not have the right to demand payment thereof out of any funds of the Authority other than the City Tax Increment.

(D) The Authority shall provide to the City, upon the written request of the City, and on the earliest date such information is available after the date of such request, certified copies of all statements of revenue and the source of such revenue of the TIRZ and of the Authority, the intended use of which is to verify the availability of funds for payment of the Project Costs or City Advances, if applicable, under this Section, and the extent of the City Tax Increment.

(E) The Authority shall use its best efforts to cause each Taxing Unit to collect all ad valorem taxes due on property located within the TIRZ and shall use its best efforts to cause such Taxing Units to deposit all tax increments due with the City for transfer to the Tax Increment Revenue Fund pursuant to the Mission Agreement.

## ARTICLE 7

## DEFAULT

### 7.1. Default.

(A) If the Authority does not perform its obligations hereunder in compliance with this Agreement in all material respects, in addition to the other rights given the City under this Agreement, the City may enforce specific performance of this Agreement or seek actual damages incurred by the City for any such default if such default is not cured within 30 days after receipt by the Authority of a written notice of default (or such longer period as is reasonably necessary; provided that actions reasonably calculated to cure the default are being diligently pursued to completion).

(B) In the event the City completes the Public Improvements but does not otherwise perform its obligations hereunder in all material respects in substantial compliance with this Agreement, in addition to the other rights given to the Authority under this Agreement, the Authority may enforce specific performance or seek actual damages incurred for any such default if such default is not cured within thirty (30) days after receipt by the City of a written notice of default (or such longer period as is reasonably necessary; provided that actions reasonably calculated to cure the default are being diligently pursued to completion).

(C) Force majeure. If force majeure prevents either Party hereto from performing any of its obligations under this Agreement, in whole or part, then the obligations of such Party, to the extent affected by such force majeure, shall be suspended during the continuance of any inability, provided that such Party is exercising due diligence to resume performance at the earliest practical time. As soon as reasonably possible after occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other Party. The term "force majeure," as used herein, shall include, without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, direct orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, and any other incapacities of either Party, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability, and which such Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be remedied with all reasonable dispatch, but shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the Party having the difficulty.

## ARTICLE 8 GENERAL

8.1 Inspections, Audits. The City agrees to keep such operating records relating to the Public Improvements as may be required by the Authority, or by state and federal law or regulation for a period not to exceed four years after completion, unless otherwise required by law. The City shall allow the Authority reasonable access to documents and records in the City's possession, custody or control that the Authority deems necessary to assist the Authority in determining the City's compliance with this Agreement.

8.2 Personal Liability of Public Officials. To the extent permitted by state law, no director, officer, employee or agent of the Authority, and no officer, employee, or agent of the City, shall be personally responsible for any liability arising under or growing out of the Agreement.

8.3 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed (certified, return receipt requested), or sent by facsimile transmission confirmed by mailing written confirmation at substantially the same time as such facsimile transmission, or personally delivered to an officer of the receiving Party at the following addresses:

If to the City:           City Manager  
                                   City of Mission, Texas  
                                   1201 E. 8th  
                                   Mission, Texas 78572

If to the Authority: Executive Director  
                                   Mission Redevelopment Authority  
                                   801 N. Bryan Road  
                                   Mission, Texas 78572

Each Party may change its address by supplying written notice to the other Party in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice sent by facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication delivered in person shall be deemed to be given when actually received by the Authority or the City, as the case may be.

8.4 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the Authority and the City. No course of dealing on the part of the City, nor any failure or delay by the City with respect to exercising any right, power or privilege of the City under this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

8.5 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

8.6 Successors and Assigns. All covenants and agreements made herein by or on behalf of the Authority shall bind its successors and assigns and shall inure to the benefit of the City and its successors and assigns. The Authority may assign its rights and obligations under this Agreement or any interest herein, with the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

8.7 Exhibits; Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings in this Agreement are included only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties. Any reference herein to a Section or Subsection shall be considered a reference to such Section or Subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

8.8 Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect.

8.9 Entire Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

8.10 Term. This Agreement shall be in force and effect from the date of execution hereof for a term expiring on the date the City Advances have been repaid in full, but in no event later than the expiration of the TIRZ. If the Authority is dissolved prior to the expiration of the TIRZ, the Mission Agreement requires the City to make satisfactory arrangements to provide for the payment of the Authority's obligations to the City hereunder.

8.11 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld or delayed.

8.12 Additional Actions. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement, and to aid and assist each other in carrying out such terms, provisions, and intent.

**[EXECUTION PAGES FOLLOW]**

IN WITNESS WHEREOF, the Parties hereto have caused this Reimbursement Agreement to be duly executed as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

**MISSION REDEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

**REINVESTMENT ZONE NUMBER ONE, CITY  
OF MISSION, TEXAS**

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

**CITY OF MISSION, TEXAS**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary



## Exhibit A



# HIDALGO COUNTY PRECINCT 2



Eduardo “Eddie” Cantu  
COUNTY COMMISSIONER

November 21, 2023

Honorable Norie Gonzalez Garza - Mayor  
**Attn: Mr. JP Terrazas, P.E., CPM – Assistant City Manager**  
City of Mission  
1201 E. 8<sup>th</sup> St.  
Mission, Texas 78572

**RE: Recreational Trails Connectivity Project – Mission Participation**

Mayor Garza,

As you know, for the last 8 years, I have been honored to represent the good people of Hidalgo County as their County Commissioner for Precinct No. 2. As I approach the end of my 9th year in office, I am excited to continue my commitment to transportation and quality of life projects that will improve our constituent’s wellbeing, reduce stress, encourage a more active lifestyle and potentially reduce carbon emissions as a transportation alternative project. My team and I have prioritized what we are calling our “Recreational Trails Connectivity Project” which focuses on safely connecting the existing Hike and Bike Trail facilities of Mission, McAllen, and Hidalgo to our Regional Linear Park facility, City of Edinburg Hike & Bike trails, and ultimately to the UTRGV. My vision would be for someone to be able to jump on a bike at the Mission Hike and Bike facility, and safely ride to McAllen, Hidalgo, Pharr, San Juan, and Edinburg (UTRGV). As you can see on Exhibit A, this truly is a “Regional” project in that it connects constituents and cities from all over Hidalgo County.

As with all ambitious projects of this kind, identifying funding is key to making this project a reality. I have budgeted a significant amount of my ARPA allocation to getting this project going. I have released my engineering consultant to begin surveying and developing plans to better firm up our construction cost estimate for this 15.7 mile long facility. The Total Project Cost is currently estimated at \$11.1M for Construction, Engineering, Survey, Utilities, Geotechnical, ROW, etc. As identified on Exhibit A, 23% of the project length is located within the City Limits of Mission. Linearly, that would put the total Project Cost associated with the segments within Mission at \$2.6M (approx.). As I am sure you are aware, my engineering consultant worked

closely with Mr. Brad Bentsen, and Mr. Michael Elizalde on your staff and were successful in securing a \$500K grant from the Valley Baptist Legacy Foundation (VBLF) to be applied to the construction costs of the segment within the city limits of Mission. I applaud your staff's efforts in securing this money for this monumental project because as you well know, it requires partnerships like these to find ways to fund these type of projects. **In the continued spirit of partnership, I am requesting that the City of Mission match the VBLF grant amount in the amount of \$500K bringing the total contribution towards this \$11.1M project by the City of Mission to \$1M (\$500K from VBLF and \$500K from City of Mission).**

I am happy to announce that I already have a huge commitment from the City of McAllen to assist in the construction costs of this truly regional project. Additionally, I currently have a request into my colleague, Commissioner Everardo "Ever" Villarreal's, office as well.

I know that a contribution of this size is a sacrifice, and that the City will have to work within its financially constrained budget to be able to commit. I would however like to point out that due to the partnership I have put together, this would be leveraging the cities monies at a rate of approximately \$0.05 (5 cents) on the dollar!

I look forward to hearing back from you on the City of Mission's interest in partnering with us for this monumental project, and please feel free to contact me directly with any questions you may have.

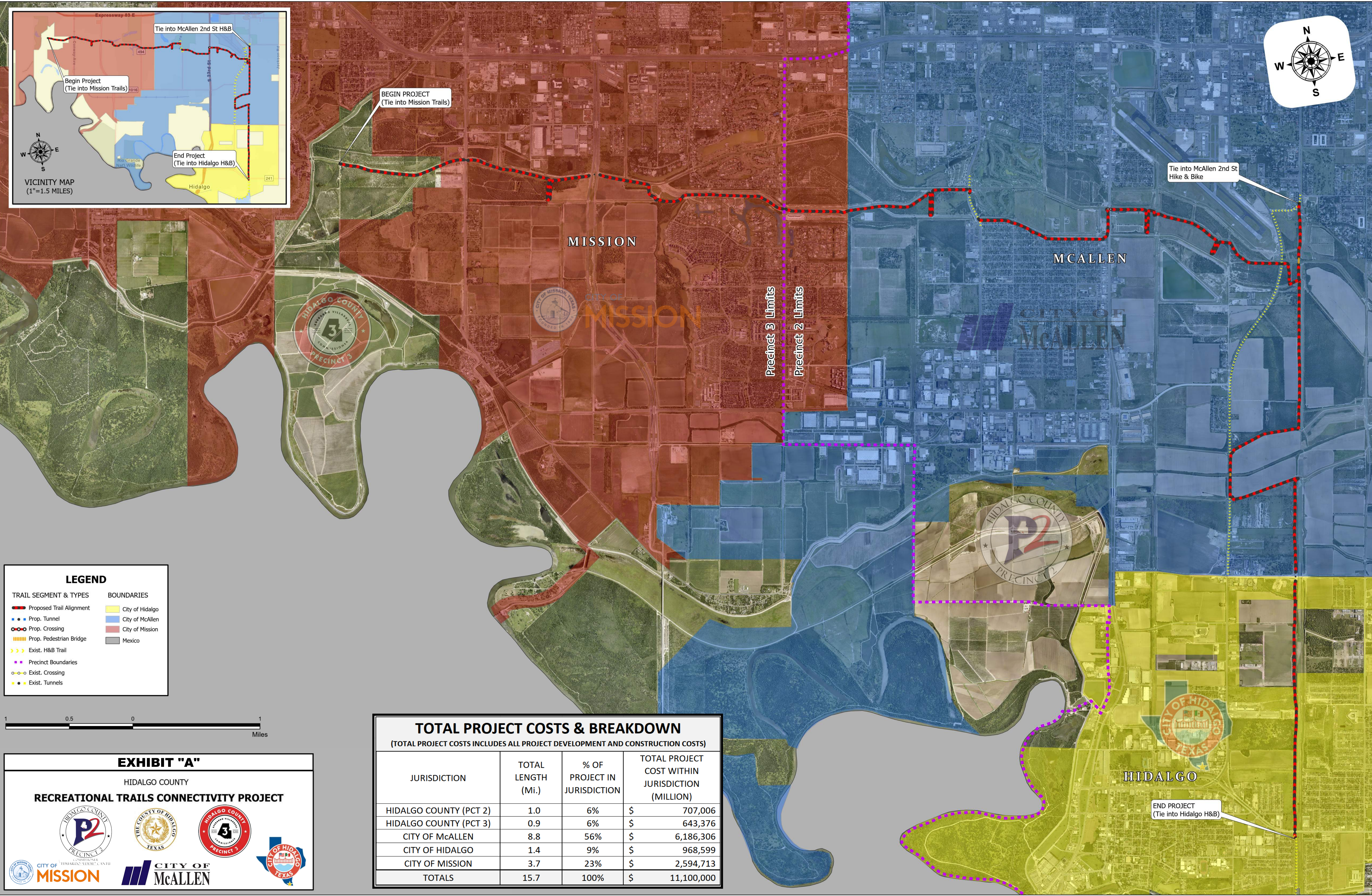
Sincerely,



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Hon. Eduardo "Eddie" Cantu  
Hidalgo County Commissioner Pct. #2









# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025

**PRESENTED BY:** Teclo J. Garcia, Interim Executive Director, Mission RA/TIRZ #1

**AGENDA ITEM:** Approval of Fifth Amendment to the Interim Administrative Services Agreement with Mission Redevelopment Authority/Tax Reinvestment Zone #1 and the City of Mission - Garcia

### NATURE OF REQUEST:

The TIRZ Board of Directors has approved a fifth amendment to interim administrative services by the City Manager's Office. The MRA/TIRZ #1 will compensate the City of Mission for eleven thousand three hundred (\$11,300) per month during the term of the agreement for the cost of providing said services and support. The Fifth Amendment is to be effective April 1, 2025 thru September 30, 2025.

**BUGETED:** Yes **FUND:** General **ACCT. #:** 01-300-33282

**BUDGET:** \$67,800 **EST. COST:** \$67,800 **CURRENT BUDGET BALANCE:** \$67,800

**BID AMOUNT:** \$ \_\_\_\_\_

### STAFF RECOMMENDATION:

Approval

**Departmental Approval:** Finance

**Advisory Board Recommendation:** Approval

**City Manager's Recommendation:** Approval *MRP*

**RECORD OF VOTE:** **APPROVED:** \_\_\_\_\_

**DISAPPROVED:** \_\_\_\_\_

**TABLED:** \_\_\_\_\_

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_

**FIFTH AMENDMENT TO THE  
INTERIM ADMINISTRATIVE SERVICES AGREEMENT**

**THIS FIFTH 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 Fifth 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 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 September 30, 2025, unless otherwise extended by written agreement, executed by both parties.**

**Section 4.** 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 Fifth Amendment. In the event of a conflict between this Fifth Amendment and the Agreement, this Fifth Amendment shall control.

**IN WITNESS WHEREOF**, the parties have executed this Fifth Amendment to the Agreement as of the date last written below.

**MISSION REDEVELOPMENT  
AUTHORITY/TAX INCREMENT  
REINVESTMENT ZONE NUMBER ONE**

**Martin Garza  
Chairman**

---

**Date:** March 25, 2025

**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 inquiries 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.
- Complete an Amended and Restated Zone Project and Financing Plan with a targeted completion date of June 30, 2026 and outside date of July 31, 2026

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# CITY OF MISSION

## Scope of Service

### RFP Name/No: ENGINEERING SERVICES FOR INSPECTION, MATERIAL TESTING, AND CONSTRUCTION MANAGEMENT FOR TAYLOR ROAD PHASE II RECONSTRUCTION

#### **I. Services Required**

The qualified firm selected should be experienced in Construction Inspection, Materials Testing and Management. It is expected that the qualified firm selected will have a sufficient level of resources and engineering expertise to carry out the scope of service.

The qualified firm should have a staff with significant experience in the NEPA environmental process, roadway design and a workload free from constraints to produce inspection and testing in a timely manner. Firms must be prepared to assure the City of Mission that key personnel indicated in their qualifications statement will maintain their role during the project letting.

#### **Duration**

The responsibilities of the firm will begin at letting of the construction project and continue through the closing of the project. The scheduled letting date for the project is May, 2025. The project is scheduled for 548 construction days. The services will continue through the final approval and closing of the construction project. Project closing is estimated to be 2-3 months after construction ends. At a minimum, the qualified firm will perform the following required tasks for the project as listed in the Scope of Service:

- Administration
- Construction
- Management
- Construction Inspection
- Materials Testing

#### **II. Administration**

1. Maintain communication and coordinate with Municipality, Design Engineer, City of Mission, TxDOT and Construction Contractor(s) on a regular basis.
2. Bid analysis for the construction bids.
3. Review, approve, or reject invoices for processing.
4. Review and have a thorough understanding of contract plans, specifications, estimates and contract special provisions.
5. Attend and conduct the pre-construction conference, all job-related meetings and the final inspection.
6. Coordinate with the public and any affected property owners.
7. Provide-review, feedback, or guidance on Change Orders as prepared by the contractor.
8. Make sure contractor contacts Dig-Safe.
9. Prepare Daily Reports, including quantities, locations of work, weather conditions, and weekly

10. Maintain a photographic record of the progress of construction, annotating such photos to indicate their content and context including date. This photographic record must be available for reference by the Construction Manager, Design Engineer, State or Federal representatives, and Municipality representatives.
11. Receive materials certifications and verify compliance with the Buy America Act.
12. Accompany Design Engineer, State or Federal representatives and Municipality representatives on visits to the project.
13. Participate in regularly scheduled Construction Status meetings with the Design Engineer, State or Federal representatives and Municipality representatives.
14. Report immediately any unusual occurrences and all accidents occurring within the project limits to the City Engineer and/or the Design Engineer. The consultant shall carry out its responsibilities in a manner that is consistent and cooperative with those of the Design Engineer and TxDOT's Quality Assurance Program.
15. Calculate and verify the final contract quantities.
16. Review and submit to the Design Engineer any suggestions or requests made by the contractor to change or modify any requirements of the Plans or Contract Documents.
17. Receive materials certifications, computations and reference materials submitted by the Contractor. Maintain files on the project site of all items submitted by the contractor and of work done on behalf of the Municipality.
18. Prepare a Contractors progress payment estimate on a bi-weekly basis.
19. Issue a Certificate of Substantial Completion at the appropriate time.
20. Provide certification to the Municipality and TxDOT that this project was constructed as designed, subject to appropriate and necessary revisions during construction, in conformance with all project specifications and that all necessary contract provisions were fully complied with.

### **III. Construction Management**

The Construction Manager is to assist the City and its Engineer during the Construction phase, and to build the Project thereafter as a Construction Manager. The Construction Manager will hold and administer all subcontracts and shall be responsible for all project administration including but not limited to; scheduling the work, verifying and approval of all required shop drawings and submittals, monitor and ensure timely delivery of all required materials, enforcement of all OSHA safety regulations and approval of all material invoices and subcontractor pay requests. The Construction Manager will be responsible for managing the site and coordinating all construction activities.

The Construction Manager shall ensure that a competent inspector/chief inspector remain on-site continuously during construction activities and have authority to act on behalf of the Construction

Manager. The Construction Manager should review the contractor's schedule and request updates no less than once a month. The contractor will submit a construction schedule and the construction manager will monitor the schedule to make sure that the project is on track and that testing is being done after applicable items of work. The schedule shall be updated and submitted to the Owner no less than once a month upon construction commencement. The Construction Manager shall report to the Owner all construction contingency allocations and shall update and submit to the Owner a log of contingency allocations no less than once a month.

Specific services anticipated of the CM include, but are not limited to the following:

**PRE-CONSTRUCTION PHASE SERVICES:**

- Attend meetings as necessary, provide written reports
- Perform quality assurance and constructability reviews of engineering documents
- Provide cost estimate and value management on change orders
- Other/list

**CONSTRUCTION PHASE SERVICES:**

- Attend meetings as necessary, provide written reports
- Provide cost control and value management on change orders
- Assure quality and completeness of the work with continued on-site and office support monitoring and inspections
- Maintain job safety measures
- Comply with all regulatory and agency requirements
- Monitor project schedule, provide weekly updates
- Perform all fiduciary and insurance responsibilities
- Conduct records retention and management

**POST CONSTRUCTION PHASE SERVICES:**

- Provide all closeout documents
- Coordinate final acceptance of project.

#### **IV. Construction Inspection**

Firms will be required to meet or exceed the scope of service below, but may not be limited to:

1. Maintain a presence on the project during times when contractor activities are underway and be on-site at all times during construction activities of the project requiring certification to be able to certify, on completion of the project, that the project was built as designed.
2. Check that the contractor is in compliance with all construction contract requirements, Municipality permits and ordinances; property rights agreements; erosion and sediment control and stormwater management plans; state permits, regulations and statutes; and federal regulations and statutes; and exercise the engineer's authority as provided in the contract documents and report immediately any deviations to the City and Construction Manager (CM).
3. Inspect and approve material sources and waste, borrow and staging areas.
4. Track utility relocations and plot final facility locations on the final as-built plans (if any).
5. Erosion control monitoring in accordance with applicable permits.
6. Review and verify traffic control activities to include inspection of barricades and traffic control devices.

7. Develop final as-built plans by marking up a set of contract plans.
8. Check that completed work complies with the plans and specifications and is true to line and grade.
9. Organize an inspection of work completed at such time as the contractor may claim substantial completion, with contractor's representative, Design Engineer, State, Federal & Local representatives, and issue a list of items to be corrected or completed.
10. The Consultant field personnel will be expected to wear personal protective equipment, including appropriate headgear, footwear and reflectorized vest when on the project site.
11. The Consultant will be expected to provide and have on the project all necessary equipment, tools, and supplies needed to carry out the required duties.

#### **V. Materials Testing**

The Consultant will perform all field sampling and Acceptance/Verification Testing of materials in accordance with TxDOT's Quality Assurance Program, if necessary by subcontracting a qualified material testing laboratory. A description of services that may be required includes

Firms will be required to meet or exceed the scope of service below, but may not be limited to:

#### **Construction Materials Testing:**

- a. Plan review
- b. Pier inspection
- c. Soils testing
- d. Concrete sample and testing
- e. HotMix
- f. Pre-cast concrete observations
- g. Structural steel inspection
- h. Reinforcing steel inspection
- i. Masonry inspections
- j. Other construction material testing







# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025

**PRESENTED BY:** Juan Pablo Terrazas, Assistant City Manager

**AGENDA ITEM:** Authorization to solicit bids for Manholes Rehabilitation throughout the City of Mission. - Terrazas

### NATURE OF REQUEST:

Staff is seeking authorization to solicit bids for Manholes Rehabilitation throughout the City of Mission.

**BUGETED:** Yes **FUND:** \_\_\_\_\_ **ACCT. #:** \_\_\_\_\_

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

**BID AMOUNT:** \$ \_\_\_\_\_

### STAFF RECOMMENDATION:

Approval

**Departmental Approval:** Finance, Purchasing

**Advisory Board Recommendation:** N/A

**City Manager's Recommendation:** Approval *MRP*

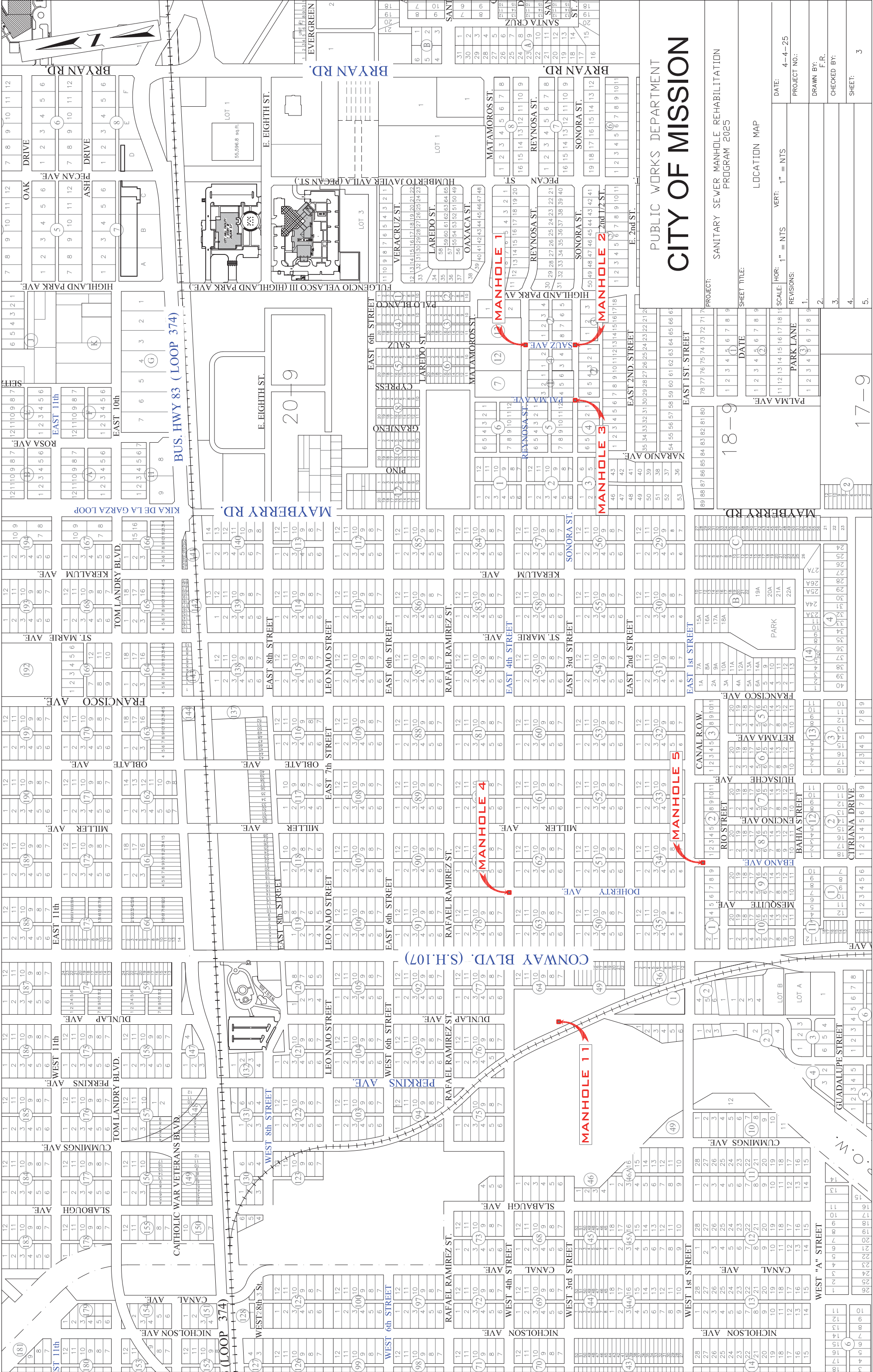
**RECORD OF VOTE:**

<b>APPROVED:</b>	_____
<b>DISAPPROVED:</b>	_____
<b>TABLED:</b>	_____

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_



# CITY OF MISSION

PUBLIC WORKS DEPARTMENT

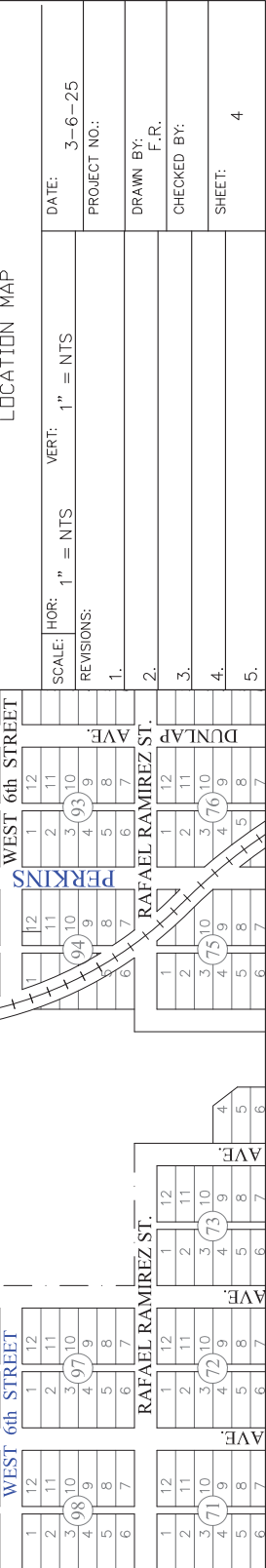
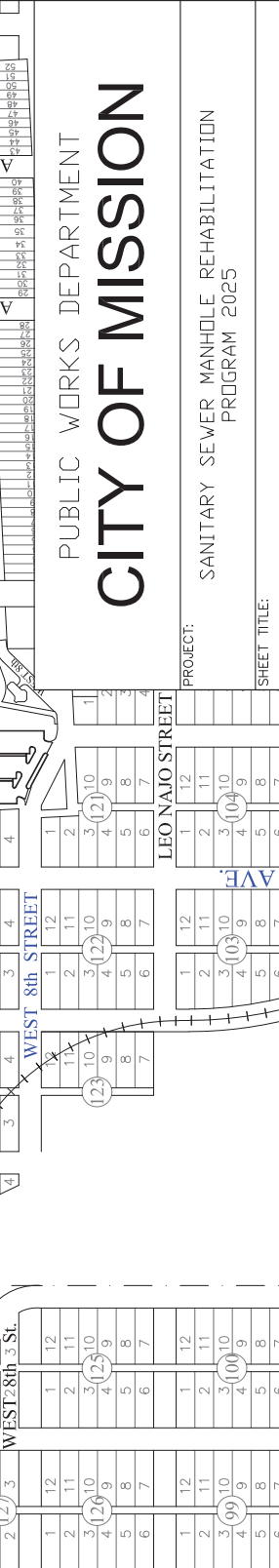
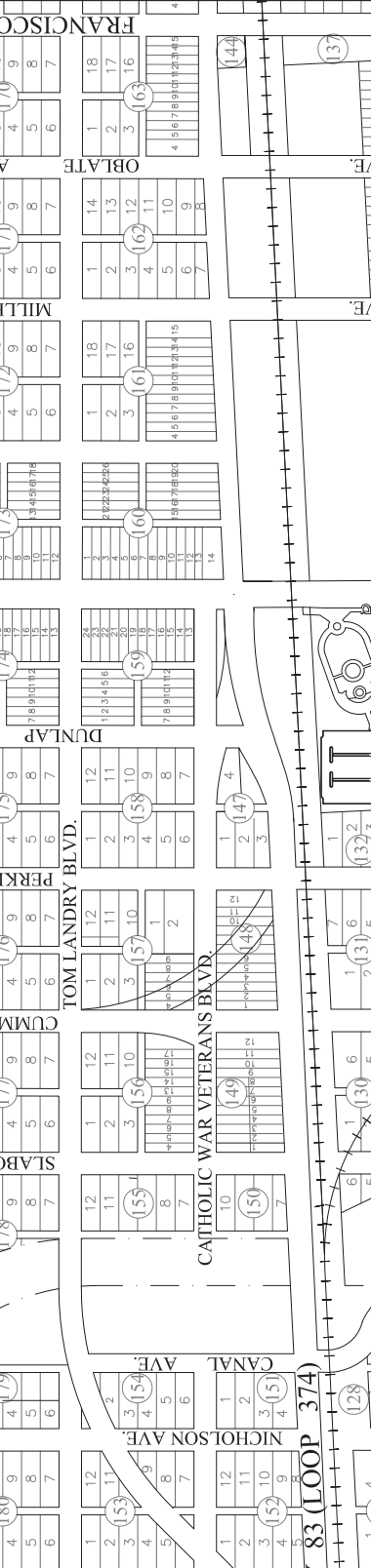
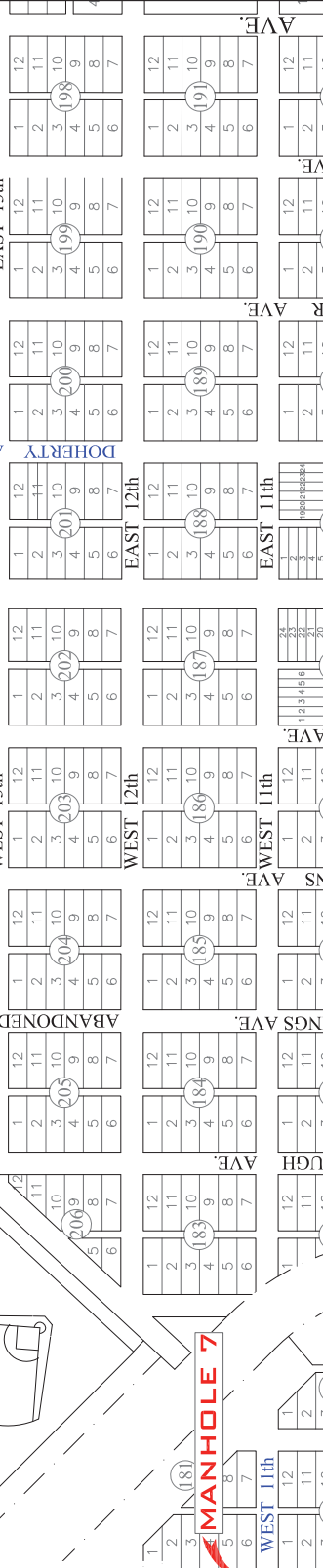
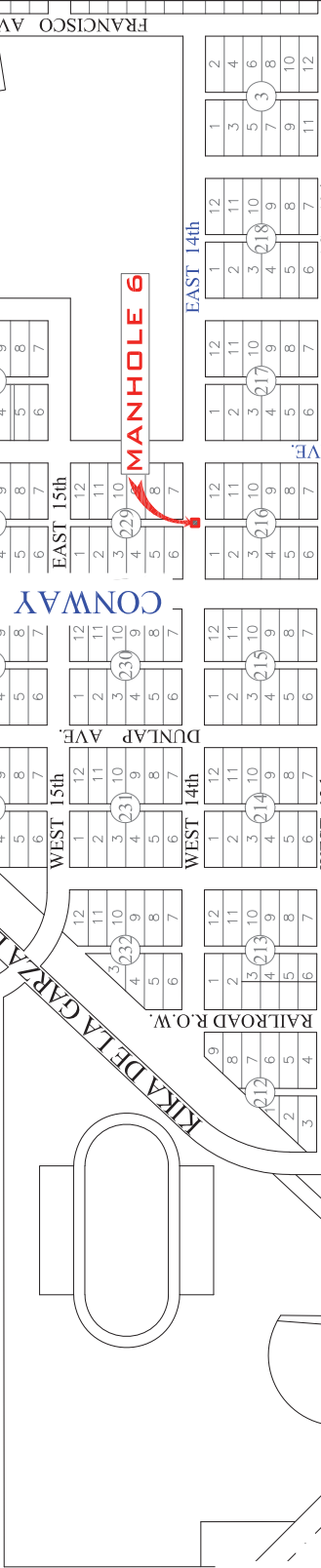
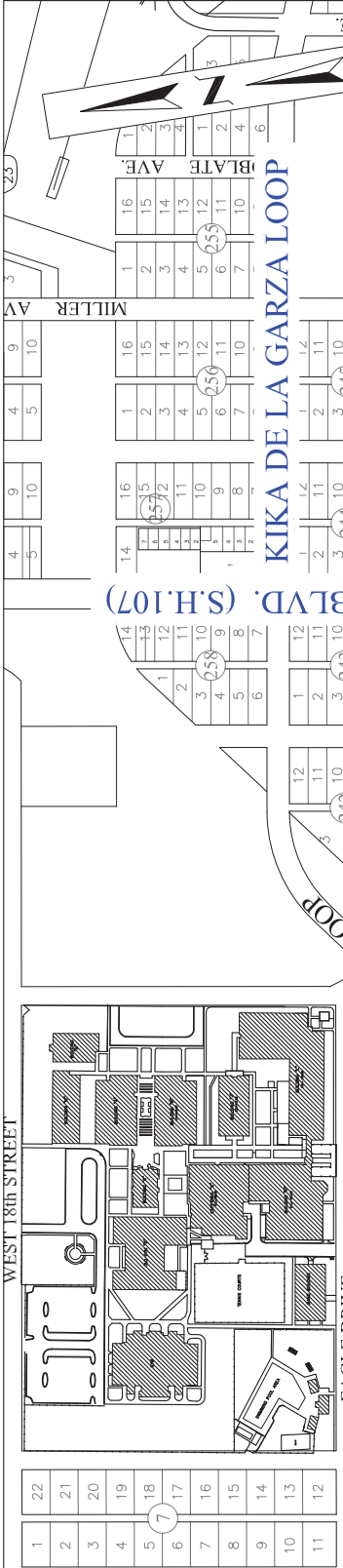
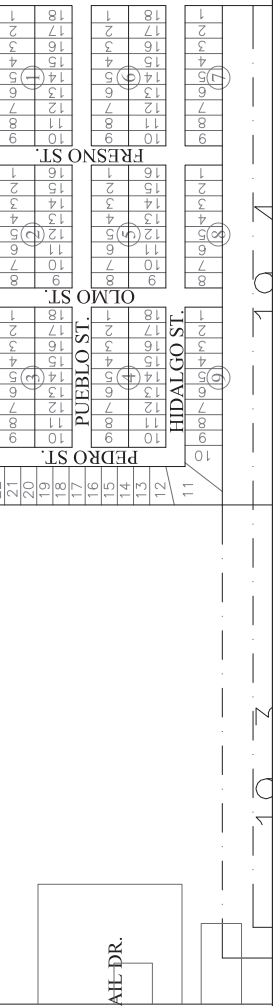
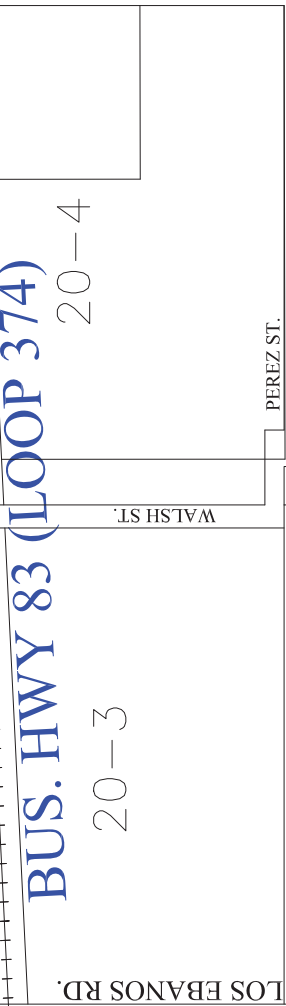
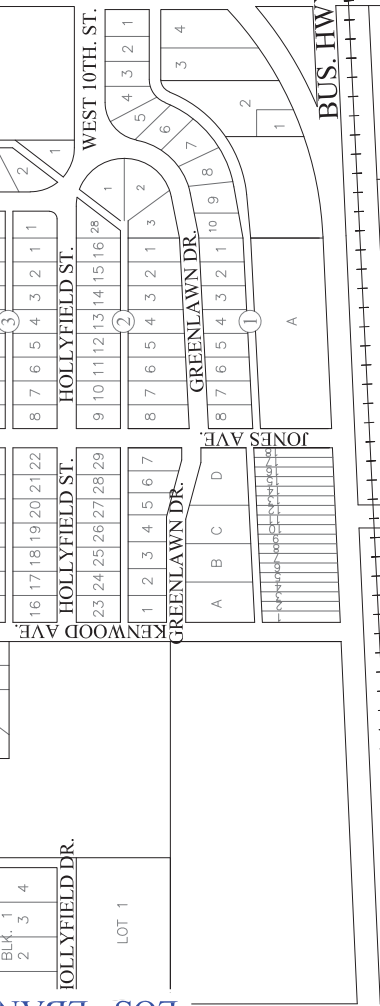
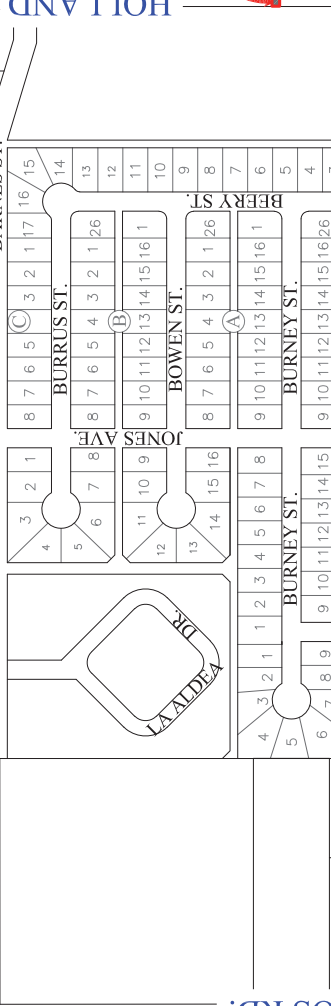
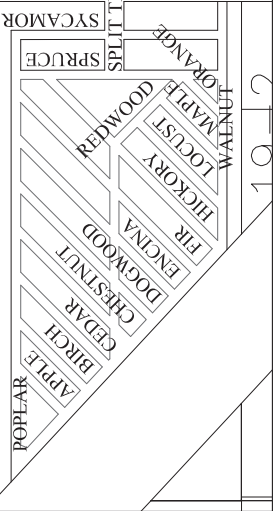
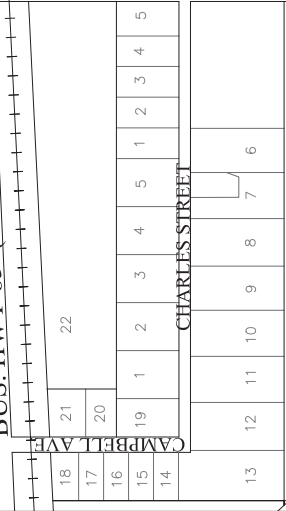
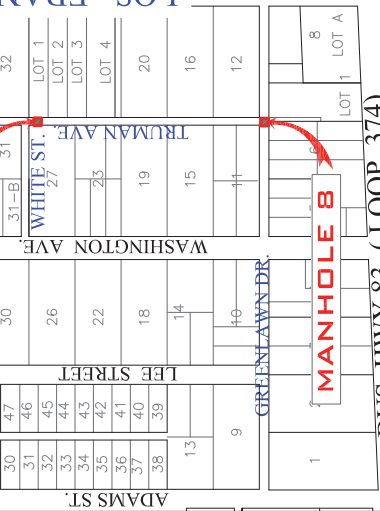
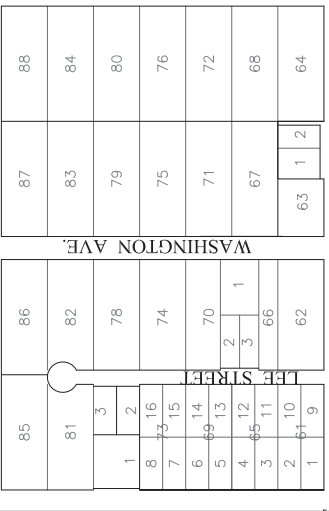
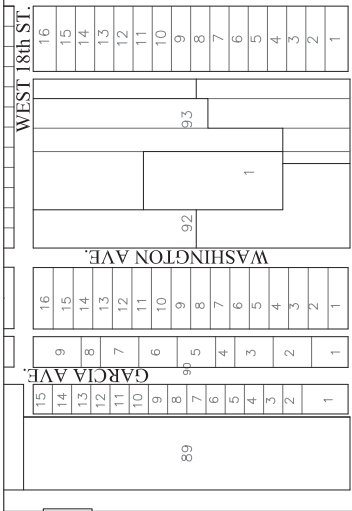
PROJECT: SANITARY SEWER MANHOLE REHABILITATION PROGRAM 2025

SHEET TITLE: LOCATION MAP

DATE: 4-4-25  
PROJECT NO.:  
DRAWN BY: F.R.  
CHECKED BY:  
SHEET: 3

18-9  
DATE  
SCALE: 1" = NTS  
VERT: 1" = NTS  
REVISIONS:  
1. PARK LANE  
2. PALMA AVE.  
3. 6 7 8 9  
4. 1 2 3 4 5 6 7 8 9  
5. 1 2 3 4 5 6 7 8 9

17-9



# CITY OF MISSION

PUBLIC WORKS DEPARTMENT

PROJECT: SANITARY SEWER MANHOLE REHABILITATION PROGRAM 2025

SHEET TITLE:

LOCATION MAP

SCALE:	HOR: 1" = NTS	VERT: 1" = NTS	DATE: 3-6-25
REVISIONS:			
1.			
2.			
3.			
4.			
5.			
DRAWN BY:	F.R.		
CHECKED BY:			
SHEET:	4		

## CITY OF MISSION SPECIFICATIONS

BID NAME/NO.: "Manhole Rehabilitation Project Throughout the City of Mission"/ Bid No. XX-XXX-XX-XX

- I. **Scope of Work:** The City of Mission is accepting bids for the replacement of 11 sanitary sewer manholes, pertinent pavement repair, and related appurtenances throughout the City.
- II. **Specifications:** Please read specifications listed below and comply with all requirements as described. Variations from the specifications will not be allowed.

### Description

- Depths of existing manholes are between 5 ft. - 15 ft.
  - If bypass is required it will be the contractor's responsibility to plug and bypass from manhole to manhole.
  - Fill shall be sand with moderate compaction and placed in one foot lifts beginning at the manhole working outward to the excavation walls.
  - All manholes are 5'0" in diameter.
  - Please see Plans & Technical Specifications for further manhole installation requirements.
- III. **Requirements:** Road closures and removal of debris will be provided by the contractor in order to be in compliance with the city ordinances as follows:
    - (A) Any bypass will require partial road closure and flag men will be needed to re-route traffic.
    - (B) Removal of debris will be required.
    - (C) It will be the responsibility of the contractor to verify and comply with all the applicable ordinances.
    - (D) Contractor shall provide OSHA Compliant trench excavation protection measure for each manhole installation as needed per inspectors.





# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025

**PRESENTED BY:** Juan Pablo "J.P" Terrazas, P.E., Assistant City Manager

**AGENDA ITEM:** Approval of Resolution # \_\_\_\_\_ of the City Council of the City of Mission, Texas adopting the 2024 Texas Department of Transportation Standard Specifications, special Specifications, and Special Provisions, and adopting TxDOT's Quality Assurance Program (QAP) as modified by the City and approved by TxDOT - Terrazas

### NATURE OF REQUEST:

Projects with State or Federal funds, and/or all projects on the State Highway System regardless of funding source, are to adopt the latest TxDOT Standard Specifications, Special Specifications, and required Special Provisions.

Staff is requesting to adopt the 2024 Texas Department of Transportation Standard Specifications, special Specifications, and Special Provisions, and adopting TxDOT's Quality Assurance Program (QAP) as modified by the City and approved by TxDOT.

**BUGETED:** N/A **FUND:** \_\_\_\_\_ **ACCT. #:** \_\_\_\_\_

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

**BID AMOUNT:** \$ \_\_\_\_\_

### STAFF RECOMMENDATION:

Approval

**Departmental Approval:** Finance, Purchasing

**Advisory Board Recommendation:** N/A

**City Manager's Recommendation:** Approval *MRP*

**RECORD OF VOTE:** **APPROVED:** \_\_\_\_\_

**DISAPPROVED:** \_\_\_\_\_

**TABLED:** \_\_\_\_\_

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_



**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS,  
ADOPTING THE 2024 TEXAS DEPARTMENT OF TRANSPORTATION STANDARD  
SPECIFICATIONS, SPECIAL SPECIFICATIONS, AND SPECIAL PROVISIONS, AND  
ADOPTING TXDOT’S QUALITY ASSURANCE PROGRAM (QAP) AS MODIFIED BY  
THE CITY AND APPROVED BY TXDOT**

WHEREAS, Projects with State or Federal funds, and/or all projects on the State Highway System regardless of funding source, are to adopt the latest TxDOT Standard Specifications, Special Specifications, and required Special Provisions; and

WHEREAS, TxDOT’s “2024 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges” are the latest TxDOT Standard Specifications; and

NOW THEREFORE, we the City Council of the City of Mission do hereby adopt the 2024 Texas Department of Transportation Standard Specifications, special Specifications, and Special Provisions, and adopting TxDOT’s Quality Assurance Program (QAP) as modified by the City and approved by TxDOT.

READ, CONSIDERED AND APPROVED, this 14th day of April, 2025.

\_\_\_\_\_  
Norie Gonzalez Garza, Mayor

Attest:

\_\_\_\_\_  
Anna Carrillo, City Secretary



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025  
**PRESENTED BY:** Juan Pablo "JP" Terrazas, P.E., Asst. City Manager  
**AGENDA ITEM:** Authorization to Award Bid for Corrosion Inhibitor for Water Treatment Plants - Terrazas

### NATURE OF REQUEST:

The City of Mission has accepted and opened six (6) bid responses for Corrosion Inhibitor for Water Treatment Plants. Shannon Chem, Aqua Smart and Chemrite were deemed unresponsive in regards to not including tanks. Staff recommends awarding bid to Red Eye Chems, who is the lowest responsible bidder meeting all specifications. The contract term is for one (1) year with two (2) one-year renewal options. Recommendation is based solely on estimated quantities and orders will be placed on as needed basis throughout the one- year base term. Subject for budget amendment. BID# 25-324-03-05

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

**BUDGET:** \$ 1,000,000 **EST. COST:** \$150,000 **CURRENT BUDGET BALANCE:** \$32,188

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

**BUDGET:** \$ 800,000 **EST. COST:** \$150,000 **CURRENT BUDGET BALANCE:** \$1,054

**BID AMOUNT:** \$ 300,000

### 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 \_\_\_\_\_

**BID NAME/NUMBER:** 25-324-03-05 / Corrosion Inhibitor for the Water Treatment Plants

**OPEN DATE:** March 14, 2025 2:00 PM CST



<b>Vendor</b>	Shannon Chemicals	Red Eye Chems	Water Engineering
<b>Street</b>	14601 S. 50th St.	409 W. Front St., Ste. 100-112	1574 Country Rd. 10
<b>address:</b>			
<b>City,</b>	Phoenix, AZ 85044	Hutto, TX 78634	Mead, NE 68041
<b>State:</b>			
<b>Phone:</b>	(602) 469-4351	7138656172	4026242286
<b>Fax:</b>			
<b>Contact</b>	Raven Claudio	Dustin windham	Nick De Leon
<b>Email:</b>	TAVERT.CIAUDIO@UNIVERSITY tions.com dustin@redeyechem.com ndeleon@h2oeng.com		

DESCRIPTION:	UOM	Qty.	Unit Price	Ext.	Unit Price	Ext.	Unit Price	Ext.
1 Corrosion Inhibitor for Water Treatment Plants	LBS.	300,000	\$0.817	\$245,100.00	\$0.930	\$279,000.00	\$1.110	\$333,000.00
1st Year Renewal Term			10.00%		10.00%		2.00%	
2nd Year Renewal Term			12.00%		12.00%		3.00%	
Addendums			Yes		Yes		Yes	
Number of Days to Deliver Corrosio			10 Days		7 Days		10 Days	
ANSI Certification			Yes					

**Please Note:** Shannon Chem made notes on Pricing Schedule that indicate price to include tanks, but the City will not own them.  
 Aqua Smart has made notes on Pricing Schedule regarding the tanks  
 Chemrite advised their price is not including tanks.  
**Lowest Responsible, and Responsive Bidder: Red Eye Chems**

BID NAME/NUMBER:

OPEN DATE:



<b>Vendor</b>	Chemrite	Carus, LLC.	Aqua Smart, Inc.
<b>Street address:</b>	2250 S. Central Ave.	315 Fifth St.	3710 Atlanta Industrial Parkway, NW; Ste. 200-
<b>City, State:</b>	Compton, CA 90220	Peru, IL 61354	Atlanta, GA 30331
<b>Phone:</b>	(281) 846-6702	(800) 435-6856	(404) 696-4406
<b>Fax:</b>	(424) 213-5995	(815) 224-6697	(404) 696-3712
<b>Contact</b>	Anne Nash	Kelly Frasco	David Bogart
<b>Email:</b>	shamindrie@activatedca	bids@carusllc.com	david@aquasmartinc.com

DESCRIPTION:	UOM	Qty.	Unit Price	Ext.	Unit Price	Ext.	Unit Price	Ext.
1 Corrosion Inhibitor for Water Treatment Plants	LBS.	300,000	\$0.670	\$201,000.00	\$1.270	\$381,000.00	\$1.443	\$432,900.00
1st Year Renewal Term			5-40%		5-15%		0.00%	
2nd Year Renewal Term			5-40%		5-15%		0.00%	
Addendums			Yes		Yes		Yes	
Number of Days to Deliver Corrosio			14 Days		10-14 Days		14 Days	
ANSI Certification			Yes		Yes		Yes	

BID 25-324-03-05 / Corrosion Inhibitor for the Water Treatment Plants

OPEN DATE: March 14, 2025 2:00 PM CST



Shannon Chemicals,	Red Eye	Water Engineering
P.O. Box 376	409 W. Front St., Ste. 100-112	1574 Country Rd. 10
City, Malvern, PA 19355	Hutto, TX 78634	Mead, NE 68041
State:		
Phone: (610) 363-9090	(713) 865-6172	(402) 624-2286
Fax: (610) 524-6050		
Contact Daniel C. Flynn	Dustin windham	Nick De Leon
Email: dcflynn@shannonchem.com	dustin@redevechem.com	ndeleon@h2oeng.com

DESCRIPTION of FORMS:				
Solicitation Signed	Yes		Yes	Yes
Terms & Conditions Included	Yes		Yes	Yes
Non-Collusive Bidding Certification	Yes		Yes	Yes
Pricing Schedule	Yes		Yes	Yes
Addenda(s)	Yes		Yes	Yes
Gen. Business Questionnaire	Yes		Yes	Yes
References	Yes		Yes	Yes
CIQ				

BID

OPEN DATE:



Chemrite Incorporated	Carus, LLC.	Aqua Smart, Inc.
5202 Belle Wood Ct., Ste. 104	315 Fifth St.	3710 Atlanta Industrial Parkway, NW, Ste. 200-
Buford, GA 30518	Peru, IL 61354	Atlanta, GA 30331
City, State:		
Phone: (770) 271-5576	(800) 435-6856	(404) 696-4406
Fax: (770) 271-4068	(815) 224-6697	(404) 696-3712
Contact Aaron Opp	Kelly Frasco	David Bogart
Email: orders@chemrite.com	bids@carusllc.com	david@aquasmartinc.com

DESCRIPTION of FORMS:				
Solicitation Signed		Yes	Yes	Yes
Terms & Conditions Included		Yes	Yes	Yes
Non-Collusive Bidding Certification		Yes	Yes	Yes
Pricing Schedule		Yes	Yes	Yes
Addenda(s)		Yes	Yes	Yes
Gen. Business Questionare		Yes	Yes	Yes
References		Yes	Yes	Yes
CIQ				





# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025

**PRESENTED BY:** Juan Pablo "JP" Terrazas, P.E., Asst. City Manager

**AGENDA ITEM:** Authorization to purchase Pier Mount Drive Unit from Sole Source Vendor DBS Manufacturing for Public Works (Wastewater Distribution) in the amount of \$55,400.00 - Terrazas

### NATURE OF REQUEST:

Staff is seeking authorization to purchase D42-BL Pier Mount Drive Unit via Sole Source Vendor DBS Manufacturing. Drive Unit will allow the Thickener System of the Wastewater Plant to process waste disposal properly and be in compliance with TCEQ.

**BUGETED:** Yes **FUND:** Machinery & Equipment **ACCT. #:** 02-414-74950

**BUDGET:** \$175,000 **EST. COST:** \$54,500 **CURRENT BUDGET BALANCE:** \$175,000

**BID AMOUNT:** \$ \_\_\_\_\_

### STAFF RECOMMENDATION:

Approval

**Departmental Approval:** Finance, Purchasing

**Advisory Board Recommendation:** N/A

**City Manager's Recommendation:** Approval *MRP*

**RECORD OF VOTE:**

<b>APPROVED:</b>	_____
<b>DISAPPROVED:</b>	_____
<b>TABLED:</b>	_____

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_



# CITY OF MISSION PURCHASING QUOTATION

Acct # <u>02-414-44640</u>	Type of Quote	<b>NOTE: Purchases \$3,000 &amp; Up Require HUB Search</b>
Acct Balance _____	<input type="checkbox"/> Telephone	\$1,000.00 to \$2,999.99
Acct Name <u>Machinery &amp; Equipment</u>	<input checked="" type="checkbox"/> Emailed	\$3,000.01 to \$24,999.00
	<input type="checkbox"/> Sealed (In Envelope)	\$25,000.0 < City Council Approval

Wastewater Treatment Plant 3/25/2025  
Department \_\_\_\_\_ Date \_\_\_\_\_  
Moises Lopez  
Person Submitting Quotes: \_\_\_\_\_  
D42-BL Pier Mount Drive Unit  
Product/Part Description, Brand Model: \_\_\_\_\_

1) Company: <u>DBS Manufacturing</u>	Date: <u>3/25/2025</u>
Address: <u>45 SouthWoods Parkway Atlanta, Georgia 30354</u>	Tax ID: _____
Spoke To: <u>Juan Paublo</u>	Time: <u>3:00pm</u> Phone# <u>404-768-2131</u>
Price \$ <u>53,900.00</u>	Shipping \$ <u>1,500.00</u> Total \$ <u>54,500.00</u>
Availability & Terms: <u>In Stock/ Sole Source provider</u>	

2) Company: _____	Date: _____
Address: _____	Tax ID: _____
Spoke To: _____	Time: _____ Phone# _____
Price \$ _____	Shipping \$ _____ Total \$ _____
Availability & Terms: _____	

3) Company: _____	Date: _____
Address: _____	Tax ID: _____
Spoke To: _____	Time: _____ Phone# _____
Price \$ _____	Shipping \$ _____ Total \$ _____
Availability & Terms: _____	

 \_\_\_\_\_  
Person Obtaining Quotes (Signature) Department Director (Signature)

Company Selected (Circle One) ☒ 1 ☐ 2 ☐ 3

**REMARKS:** Gear Drive unit needs to be replaced to allow the Thickener System of the Wastewater Plant to process waste  
disposal properly and be in compliance with TCEQ .

**DBS MANUFACTURING**

45 SouthWoods Parkway Atlanta, Georgia 30354 USA  
 ph: 404-768-2131  
[www.dbsmfg.com](http://www.dbsmfg.com)

Date		3/25/2025		Price Quotation	
To:		MISSION W.W.T.P 609 Canal Street Mission, TX 78572 USA		Quote Number: 17924  (Inquiry #: 12314)	
Attn:		Moses Lopez		Reference:	
Model Number:		D42-BL		Unit Price:	
		Pier Mount Drive Unit		\$ 53,900.00	
				Quantity:	
				1	
				Total:	
				\$ 53,900.00	
Continuous Torque:		35,000 ft-lbs		Maximum Torque:	
Drive Motor:		Mill & Chemical 230-460/3/60		HP:	
Alarm Torque:		Match Existing		3/4 hp	
Mounting:		Match Existing		Cutoff Torque:	
Flange:		Match Existing		Match Existing	
				Output Speed:	
				Match Existing	
Freight Terms:		Ex-Works, Atlanta GA		Valid Period:	
Delivery Estimate:		16 weeks		Terms:	
Warranty:		10 Year on Main Gear/Bearing		60 Days	
Features:		1. O&M manual (PDF). 2. Torque gauge, SS, digital. 3. Alarm & Cutoff switches. 4. Shear-pin overload protection. 5. 4-20 ma torque signal.			

Adders: \$1,500 freight (delivered to jobsite)

Prepared by: JP Amezaga, , Project Engineer  
 Direct Number: 404-591-5108  
 Email: JPAmazaga@dbsmfg.com

**DBS MANUFACTURING, INC. (DBS) TERMS, CONDITIONS OF SALE, AND WARRANTY****PRICES**

Unless otherwise stated are FOB shipping point. Applicable taxes are not included. Standard commercial packaging only is included and other type packaging must be requested and priced accordingly.

**SHIPPING POINT**

Unless otherwise stated, shipping points are that of manufacturer's plant and shall be FOB that point. Delivery of goods to initial carrier shall constitute delivery to the purchaser, and shipment shall then be at the purchaser's risk with claims for losses or damages in transit with the carrier to be made and prosecuted by the purchaser.

**CREDIT AND PAYMENT TERMS**

- Net 30 days with approved credit

Prices do not include cost of financing and a charge of 1.5% per month (18% annual rate) will be added for all overdue amounts. DBS may decline to deliver except for cash, or stop goods in transit if reason to question financial responsibility develops. Purchaser agrees to pay all cost of collection or securing or attempting to collect or secure the debt created by this purchase, including reasonable attorney's fees, whether or not involving litigation.

**CANCELLATIONS**

As many products are tailor made to specific requirements and may have little commercial value or use to others, DBS cannot accept cancellations without prior specific approval and purchaser's agreement to accept charges for goods, time, labor, and expenses already achieved by manufacturer at time of desired cancellation.

**DEBITS**

Within the standard accounting procedures of DBS, an invoice must be cleared through full payment, or a credit memo issued by DBS, or a combination thereof. **DEBIT MEMOS CANNOT BE ACCEPTED AS PAYMENT OR PARTIAL PAYMENT.** DBS will consider a debit memo only as a request for credit.

**DELIVERY**

Delivery estimates are made to the best of DBS's knowledge, and depend on promises made to DBS by other parties and suppliers. Where purchaser information, drawing approval or data is necessary to complete an order, the delivery period begins when complete information and approvals are received. When payment terms are defined as a percentage to accompany the order, delivery starts at the time the payment terms are fulfilled. When payment is by letter of credit, the delivery time starts upon DBS acceptance of the letter of credit. DBS will assume no responsibility for delays due to transportation, fires, strikes, floods, accidents, and other causes beyond DBS's control. DBS will not be liable for any damages whatsoever, whether direct, indirect, special or consequential resulting from missed delivery date.

**RETURN GOODS**

Goods may be returned only upon written authorization giving shipping instructions and identification procedure. Goods must be packaged properly to avoid damage in shipment. DBS reserves the right to charge for placing goods in salable condition plus a restocking charge and for any transportation charges paid by DBS. Products and systems manufactured to customer's specific specifications are not returnable.

**STORAGE**

Should delivery be delayed for reasons initiated by the buyer for a period of time extending thirty days beyond the delivery date stated on the buyer's PO, a charge of \$500.00 per month will be added to the invoice.

**OSHA AND SAFETY REQUIREMENTS**

Since OSHA requirements are so complex and since specific spot of use, personnel proximity, and inspector interpretation variation govern requirements, DBS cannot issue blanket statement of compliance. Therefore, should a general request of OSHA compliance appear on an order, DBS will accept the order only on the basis that such customer's OSHA compliance request does not apply and that DBS must be advised in writing of specific OSHA requirements involved, at which time will advise if they can be met. The installation and operation of products and systems purchased from DBS to be in safe manner and in conformance with applicable codes and regulations is the customer's responsibility.

## LIMITED WARRANTY

Individual components sold by DBS or components used as part of any products manufactured by DBS shall carry no warranty other than that of the manufacturer of the component. Any other warranties as to the said components are specifically excluded by DBS. Products actually manufactured by DBS shall be warranted to be free from defects in material and workmanship for a period of eighteen (18) months from date of shipment by DBS or twelve (12) months from date of first operation whichever comes first, unless otherwise agreed in writing. Alteration, accident, neglect, improper application, improper maintenance or other misuse shall void any warranty of DBS OR its suppliers. On products manufactured by DBS, the obligation under this warranty is limited to replacement or repair of parts determined by DBS to be defective and no charges will be accepted for removal or replacement of equipment or parts. DBS reserves the right to request return of goods to the point of manufacture, freight prepaid, to determine the cause of failure, and refusal to comply with such request within a reasonable time will void any applicable warranty. DBS shall not be liable to any person or company for incidental or consequential damages, injury, or commercial loss resulting from any breach of warranty and under no circumstances shall DBS's liability exceed the contract price for the goods in question. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. It shall be the responsibility of the purchaser to obtain written warranties from the manufacturers of components and to make proper claim for warranty repairs with such manufacturers, although DBS shall endeavor to provide copies of such written warranties upon request and assist in making warranty claims with component manufacturers. No DBS employee is authorized to warrant the suitability of system or products beyond the state of use or warranty by the manufacturer of component or system.

## PATENT CLAIMS

As products sold by DBS may be used by the purchaser for functions beyond DBS's control, and the manufacturer of products sold exert their own patents policy, DBS shall not be held liable for any patent infringements, and actions concerning patent questions shall be handled by DBS's manufacturer suppliers in accordance with their policies.

## PARTIAL SHIPMENTS

Unless otherwise stated, DBS reserves the right to partial ship and bill accordingly.

## PERFORMANCE

DBS can only furnish equipment to conform to the performance stated by the manufacturer of the component furnished, and cannot guarantee an end result or product, as DBS is entirely dependent on the customer to provide the data such as torques, speeds, pressures, forces, and operating conditions required for the specific application.

## FORCE MAJEURE

Notwithstanding anything to the contrary contained herein, DBS shall not be liable for any delays or failure in performance resulting from acts beyond its reasonable control including, without limitations, acts of God, acts of war or terrorism, shortage of supply, pandemic, breakdowns or malfunctions, labor difficulties or civil unrest. Notwithstanding the forgoing, in the event of such occurrence, DBS agrees to make a good faith effort to perform its obligation hereunder.

## ACCEPTANCE OF TERMS, CONDITIONS & WARRANTY

These terms and conditions constitute the complete agreement between purchaser and DBS, any printed statements on customer's order to be contrary notwithstanding. Any conditions other than these must be agreed to in writing to be applicable. The issuance of an order to DBS shall constitute acceptance by customer of these herein stated terms, conditions, and warranty.

# DBS MANUFACTURING

March 25, 2025

City of Mission

Mission WWTP

906 South Conway Ave

Mission, TX 78572

Attention: Moses Lopez, Supervisor

Subject: DBS Manufacturing Drive Units and Spare Parts for Same

Dear Mr. Lopez:

DBS Manufacturing Inc., located at 45 SouthWoods Parkway, Atlanta, GA, uses common and mass produced components, however the DBS Manufacturing drive unit is a proprietary assembly that is only manufactured and available by DBS Manufacturing Inc.

As such, DBS Manufacturing is the sole source for supplying DBS Manufacturing drive units, and correct replacement parts for DBS drive units. There are no other vendors that have authorization to manufacture genuine DBS Manufacturing replacement parts.

DBS Manufacturing, Inc.

Juan Amezaga

Project Engineer

45 SouthWoods Pkwy  
Atlanta, GA USA

tel. 404-591-5108  
email: jpamezaga@dbsmfg.com





# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025

**PRESENTED BY:** Abram Ramirez, Information Technology Director

**AGENDA ITEM:** Approval of Interlocal Cooperation Contract between UTRGV and City of Mission relating to the use of UTRGV Regional Security Operating Center services at no cost to the city – Ramirez

### NATURE OF REQUEST:

Approval of Interlocal Cooperation Contract between UTRGV and City of Mission relating to the use of UTRGV Regional Security Operating Center services. The RSOC program is funded by DIR through legislative appropriations at no cost to the city. Licenses and resources will be applied to RSOC Customer based on available funding and capacity.

Real-time network security monitoring to detect and respond to network security events that may jeopardize Participating Entities and the residents of this state. Alerts and guidance for defeating security threats. Immediate response to counter security activity that exposes Participating Entities and the residents of this state to risk including remote and onsite cybersecurity incident responders. Policy and Planning to provide guidance on cybersecurity policies and plans to improve the cybersecurity posture of Participating Entities. Cybersecurity educational and awareness services to assist participating entities in establishing and strengthening security practices, including developing model policies, and planning to assist Participating Entities in maturing their cybersecurity posture.

**BUDGETED:** NA **FUND:** NA **ACCT.#:** NA

**BUDGET:** NA **EST.COST:** 0 **CURRENT BUDGE BALANCE:** NA

### 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 \_\_\_\_\_

# The University of Texas Rio Grande Valley<sup>TM</sup>

## Regional Security Operations Center

### RSOC OVERVIEW

The Texas Department of Information Resources (DIR) partners with public universities to operate **Regional Security Operations Centers (RSOCs)** to help protect government entities from cyber threats, such as hacking, malicious intrusion attempts, malware, data breaches, and much more.

RSOCs provide **FREE MONITORING AND ALERTING** using state-of-the-art tools and equipment that covers endpoints, servers, and systems.

### RSOC SERVICES

- ▶ **Real-time network security monitoring** to detect and respond to network security events that may jeopardize Participating Entities and the residents of this state
- ▶ **Alerts and guidance** for defeating security threats
- ▶ **Immediate response** to counter security activity that exposes Participating Entities and the residents of this state to risk including remote and onsite cybersecurity incident responders
- ▶ **Policy and Planning** to provide guidance on cybersecurity policies and plans to improve the cybersecurity posture of Participating Entities
- ▶ **Cybersecurity educational and awareness services** to assist participating entities in establishing and strengthening security practices, including developing model policies, and planning to assist Participating Entities in maturing their cybersecurity posture.

TO LEARN MORE, VISIT  
**[rsoc.utrgv.edu](https://rsoc.utrgv.edu)**



**INTERLOCAL COOPERATION CONTRACT  
BETWEEN  
THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY  
AND  
CITY OF MISSION  
RELATING TO THE USE OF THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY  
REGIONAL SECURITY OPERATIONS CENTER(RSOC)SERVICES**

THIS INTERLOCAL COOPERATION CONTRACT (ILC) is entered into by and between **[City of Mission]** and THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY(UTRGV) (referred to individually as a "Party" and collectively as the "Parties"), pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791. This ILC is created to give effect to the intent and purpose of Chapter 2059, Texas Government Code, concerning Regional Network Security Centers, specifically sections 2059.201, 2059.202, 2059.203, 2059.204, and 2059.205 and authorizes RSOC Customer to participate in the RSOC operated by UTRGV.

RSOC Customer acknowledges and agrees that this ILC is with UTRGV and, therefore, RSOC Customer does not have privity of contract with any UTRGV service provider(s). The RSOC shall use reasonable efforts to provide the services (the "Services") described in the Service Description.

**SECTION I CONTRACTING PARTIES RSOC CUSTOMER:** City of Mission

**PERFORMING AGENCY:** The University of Texas Rio Grande Valley (UTRGV)  
Contract No.

**SECTION II STATEMENT OF SERVICES TO BE PERFORMED 2.1 Effect of ILC and General Process**

Specific services will be outlined in the statement of work which will be developed during the onboarding processes.

Per Government Code Section 2059.204, the Department of Information Resources DIR and its university partner may include, but is not obligated to, provide the following security services through the RSOCs:

- (a) real-time network security monitoring to detect and respond to network security events that may jeopardize this state and the residents of this state;
- (b) alerts and guidance for defeating network security threats, including firewall configuration, installation, management, and monitoring, intelligence gathering, and protocol analysis;
- (c) immediate response to counter network security activity that exposes this state and the residents of this state to risk, including complete intrusion detection system installation, management, and monitoring for participating entities;
- (d) development, coordination, and execution of statewide cybersecurity operations to isolate, contain, and mitigate the impact of network security incidents for participating entities; and
- (e) cybersecurity educational services.

Additional RSOC services may be offered to customers and would be listed in the scope of work or scope of work addendums as added.

This Interlocal Contract is between UTRGV and RSOC Customer and does not replace or supersede any other contracts for services, such as those offered by DIR. The terms of relevant DIR Shared Services Contracts, where applicable, will apply to this ILC and will remain in full force and effect except as may be expressly modified by any amendment to the specific DIR Shared Services Contract. Such amendments will automatically apply to this ILC with no further action by the Parties.

### **SECTION III RSOC CUSTOMER PARTICIPATION 3.1 RSOC Customer Specific Requirements**

RSOC Customer shall notify UTRGV, in writing prior to execution of this ILC, of all RSOC Customer-specific requirements ("RSOC Customer-Specific Legal Requirements") that pertain to any part of RSOC Customer's business that is supported by UTRGV under this ILC. The Parties intend that if the Parties agree such RSOC Customer-Specific Requirements will be identified and included in the scope of work (SOW) to RSOC Customer. RSOC Customer shall use commercially reasonable efforts to notify UTRGV, in writing, of any changes to RSOC Customer-Specific Requirements that may, in any way, impact the performance, provision, receipt and use of Services. If necessary to facilitate UTRGV compliance, RSOC Customer shall provide written interpretation to UTRGV of any RSOC Customer-Specific Requirements. Should any Customer-Specific Requirements that are amended after the execution of this ILC impede or otherwise impact the ability of UTRGV to perform the services provided for herein, UTRGV may terminate this ILC immediately without further obligation to the Customer.

### **3.2 RSOC Responsibilities**

The RSOC is responsible for

- (a) provide security monitoring tools;
- (b) monitoring of security events;
- (c) notification of security events that require follow-up; and
- (d) reporting.

### **3.3 RSOC Customer responsibilities**

Where appropriate, RSOC Customer shall support the following:

- (a) Software currency standards are established for the environment. RSOC Customers are expected to remediate applications in order to comply with the standards;
- (b) Ensure network connectivity and sufficient bandwidth to meet RSOC Customer's needs;
- (c) Collaborate with the RSOC to establish and leverage standard, regular change windows to support changes to enterprise systems;
- (d) Allocate appropriate resources to perform the installation and support of the RSOC tools to enable RSOC to provide the services;
- (e) Coordinate with the RSOC to facilitate the uninterrupted collection of the data required for the RSOC to perform the services;
- (f) Collaborate with RSOC to develop and maintain the incident escalation matrix and make personnel available to take action on a RSOC reported incident or alert;
- (g) Coordinate with the RSOC to act on planned and unplanned upgrades, maintenance, or other system changes within a mutually agreed upon timeframe;

- (h) Engage with the RSOC to act on reported incidents within a mutually agreed upon timeframe;
- (i) Participate as possible, in evaluation and continuous improvement discussions to improve offering and services; and
- (j) Participate, as possible, in area-wide activities and discussions to improve and enhance the collaboration and cooperation between and among partner organizations to improve the cybersecurity posture of the region.

RSOC Customer acknowledges that any failure on its part to follow the above recommendations may place its own data and operations at risk.

### **3.4 RSOC Customer Equipment and Facilities**

Any use by UTRGV of RSOC Customer Equipment and/or Facilities shall be limited to the purpose of fulfilling the requirements of this ILC. RSOC Customer will retain ownership of RSOC Customer Equipment.

### **3.5 Security**

RSOC Customer agrees to comply with security recommendations outlined in the Statement of Work (See 2.1), as amended from time to time by UTRGV. RSOC Customer agrees to inform UTRGV as to any RSOC Customer specific security considerations. RSOC Customer acknowledges that any failure on its part to follow the above recommendations may place its own data and operations at risk.

RSOC Customer accepts the related potential risks and liabilities that are created by RSOC Customer's failure to comply with the recommendations if it is determined by UTRGV and/or its service provider(s) in their sole discretion, such recommendations would have prevented an issue. UTRGV and/or service provider(s) accepts no responsibility for the risk or liability incurred due to a RSOC Customer's decision to not follow UTRGV's recommendations. Additionally, failure to comply with security standards, policies, and procedures may lead to the suspension or termination of the availability of certain Applications and services. UTRGV will give the RSOC Customer notification of non-compliance.

RSOC Customer recognizes and accepts that cybersecurity, Internet, and technology related activities have inherent risks of breach, compromise, misuse, or disruptions and that no service can guarantee that a breach, compromise, misuse, disruption or similar incident will not occur.

## **SECTION IV 4.1 PRICING**

The RSOC program is funded by DIR through legislative appropriations. Licenses and resources will be applied to RSOC Customer based on available funding and capacity. If a scenario arises where funding is impacted and the RSOC customer wishes to continue to receive the RSOC services they have subscribed to, a cost recovery model will be defined and mutually agreed to via changes to SOW.

**\*\*** Please note that not all RSOC services will have a cost associated with them or are of a very low cost so, even if funding is impacted, RSOC Partnership can continue regardless of funding from the State of Texas.

## **4.2 PAYMENT FOR SERVICES**

While no costs are anticipated at this time, in the event that such costs would arise, UTRGV shall invoice RSOC Customer for Services on an agreed to schedule based on an addendum to



the contract agreed to by both parties. Each invoice shall include the applicable charges for Services received from UTRGV, and all allocated charges incurred by UTRGV on behalf of RSOC Customer in accordance with this ILC.

## **5. 1 SECTION V TERM AND TERMINATION OF CONTRACT AND SERVICES 5.1 Term and Termination of ILC**

The term of this ILC shall commence upon start of services or execution of this ILC, whichever shall come earlier, and shall terminate upon mutual agreement of the Parties. This ILC is contingent on the continued appropriation of sufficient funds to pay the amounts specified in RSOC Customer's Requests for Services, including the continued availability of sufficient relevant federal funds if applicable. Continuation of the ILC is also contingent on the continued statutory authority of the Parties to contract for the Services.

RSOC Customer shall provide at least sixty (60) days' written notice to UTRGV prior to termination. If this ILC is terminated for any reason other than change in funding for RSOC program, lack of sufficient funds, lack of statutory authority, or material breach by UTRGV, RSOC Customer shall pay UTRGV an amount sufficient to reimburse UTRGV for any termination charges and any termination assistance charges incurred as a result of such termination by RSOC Customer. This reimbursement for costs incurred by UTRGV shall be negotiated at the time of the contract termination, if any costs exist.

### **5.2 Termination of Services**

UTRGV may terminate this ILC by giving the Customer sixty (60) calendar days written notice.

## **SECTION VI MISCELLANEOUS PROVISIONS 6.1 Public Information Act Requests**

Under Chapter 552, Texas Government Code (the Public Information Act), information held by UTRGV in connection with the RSOC is information collected, assembled, and maintained for UTRGV. If RSOC Customer receives a Public Information Act request for information that RSOC Customer possesses, RSOC Customer shall respond to the request as it relates to the information held by RSOC Customer. Responses to requests for confidential information shall be handled in accordance with the provisions of the Public Information Act relating to Attorney General Decisions. Neither Party is authorized to receive or respond to Public Information Act requests on behalf of the other, but both Parties agree to inform the other Party upon receipt and prior to responding to a Public Information Act Request related to this ILC or the services contemplated herein.

### **6.2 Confidential Information**

Each Party shall maintain the confidentiality of information to the same extent that and with the same degree of care used to protect their own confidential information. UTRGV acknowledges that RSOC Customer may be legally prohibited from disclosing or allowing access to certain confidential data in its possession to any third party, including UTRGV and that other data compliance restrictions could apply. RSOC customer further acknowledges that UTRGV will collect and use de-identified data collected in RSOC operations to build a data repository for educational and research purposes.

UTRGV and RSOC Customer shall determine whether:

- (1) RSOC Customer is subject to the Family Education Rights and Privacy Act of 1974 (FERPA) regulations at 34 Code of Federal Regulations Part 99;

- (2) RSOC Customer receives Federal tax returns or return information and must comply with the requirement of IRS Publication 1075 and Exhibit 7 to IRS Publication 1075; or
- (3) if RSOC Customer is subject to any other requirements specific to the provision of Services.
- (4) RSOC Customer is subject to additional data compliance regulations or restrictions requiring specialized requirements to be observed.

The Parties shall negotiate in good faith to determine the ability of and mechanisms for UTRGV to receive data or information protected by such regulations.

### **6.3 Ownership of Data**

The RSOC Customer will retain full ownership of the identifiable data the RSOC Customer feeds to UTRGV as part of this agreement including all right(s), title, and interest in or to the data. UTRGV is permitted to use identifiable data as needed to perform services provided under this agreement. At termination of contract, UTRGV will destroy all identifiable data provided by RSOC Customer within 30 days of termination. UTRGV will retain all right(s), title, and interests in or to de-identifiable data collected and all work product materials related to training, education, and awareness materials developed for RSOC use.

#### **6.3.1**

For purposes of this ILC and where applicable, UTRGV hereby acknowledges its obligations to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA), including but not limited to the obligation to maintain confidentiality of student education records. Where applicable, The Educational Entity hereby designates UTRGV as a "School Official" as an outside service provider used by the RSOC Customer to perform institutional services, only to the extent that access to the records is required in order to carry out the obligations under this ILC. The Parties understand that any unauthorized disclosure of confidential student information is illegal as provided in FERPA and its implementing regulations. Disclosure of confidential student information received under this ILC to a third party is not authorized. Within 30 days of the effective termination of this ILC, UTRGV shall return any confidential student information or records to RSOC Customer lawfully obligated to maintain the confidentiality of such information or records.

### **6.4 Notification Information**

Contact information for purposes of notification for each Party is set forth below.

RSOC Customer's Primary Contact for contract

Name: Mike R. Perez

Title: City Manager

Address: 1201 E. 8th Street Mission, TX 78572

Telephone: 956-580-8650

email: mrperez@missiontexas.us

UTRGV's Primary Contact for contract

Name: Kevin Crouse

Title: Chief Information Security Officer

Address: 1202 W University Drive, Edinburg, TX 78539

Telephone: 956-665-7823

Email: Kevin.Crouse@utrgv.edu

### **6.5 Binding Effect**

The Parties hereto bind themselves to the faithful performance of their respective obligations under this ILC.

### **6.6 Amendments**

This ILC may not be amended except by written document signed by the Parties hereto or as specified within this ILC or the attachment being amended.

### **6.7 Conflicts between Agreements**

If the terms of this Contract conflict with the terms of any other contract between the Parties, the most recent contract shall prevail.

### **6.8 Responsibilities of the Parties**

The Parties shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the ILC. The parties do not intend to create a joint venture. Each Party acknowledges it is not an agent, servant or employee of the other. Each Party is responsible for its own acts and deeds and for those of its agents, servants and employees. Notwithstanding the foregoing, UTRGV will cooperate with RSOC Customer in all reasonable respects to resolve any issues pertaining to federal funding in connection with this ILC. RSOC Customer shall comply with all policies, procedures, and processes as provided by UTRGV.

In the event RSOC Customer actions, failure to perform certain responsibilities, or Request for Services result in financial costs to UTRGV, including interest accrued, those costs shall be the responsibility of RSOC Customer. UTRGV and RSOC Customer shall coordinate and plan for situations where conflicts, failure to perform or meet timely deadlines, or competition for resources may occur during the term of this contract.

### **6.9 Audit Rights of the State Auditor's Office**

In accordance with Section 2262.154, Texas Government Code and other applicable law, the Parties acknowledge and agree that:

- (1) the state auditor, the Parties' internal auditors, and if applicable, the Office of Inspector General of RSOC Customer or their designees may conduct audits or investigations of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contracts;
- (2) that the acceptance of funds directly through this Contract or indirectly through a subcontractor under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, the Parties' internal auditors, and if applicable, the Office of Inspector General of RSOC Customer or their designees to conduct audits or investigations in connection with those funds; and
- (3) that the Parties shall provide such auditors or inspectors with access to any information considered relevant by such auditors or inspectors to their investigations or audits.

### **6.10 General Terms**

Except as expressly provided herein, no provision of this ILC will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to RSOC Customer. The failure to enforce, or any delay in the enforcement of, any privileges, rights,

defenses, remedies, or immunities available to RSOC Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, UTRGV and RSOC Customer do not waive any privileges, rights, defenses, remedies, or immunities available to UTRGV or RSOC Customer.

This Customer Agreement will be construed and governed by the laws of the State of Texas. Venue for any action relating to this Customer Agreement is in Texas state courts in Edinburg, Hidalgo County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Hidalgo County, Texas. If one or more provisions of this ILC, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this ILC and the application of the provision to other Parties or circumstances will remain valid and in full force and effect.

### **6.11 Liability**

UTRGV is not responsible to defend, indemnify, or hold RSOC Customer harmless for or against any actions, claims, or complaints, whether formal or informal, actual, or threatened, arising from the failure to act by indemnitor (including, without limitation, negligent or willful misconduct).

RSOC Customer is not responsible to defend, indemnify, or hold UTRGV harmless for or against any actions, claims, or complaints, whether formal or informal, actual, or threatened, arising from the failure to act by indemnitor (including, without limitation, negligent or willful misconduct).

The RSOC Customer understands that, while RSOC services will likely improve and support the cybersecurity posture of the RSOC Customer, there is no guarantee provided or asserted in any way that this service can or will block all attacks or prevent all breaches. In the event of a successful attack and or breach, the RSOC Customer understands that based on many factors, including system settings, user behaviors, log and other information availability, etc. it may not be possible to stop, or identify the source of, a compromise or breach. Furthermore, through this service, it may not be possible to determine the precise number of records affected in the event of a breach.

### **6.12 Signatory Warranty**

Each signatory warrants requisite authority to execute the ILC on behalf of the entity represented.

## **SECTION VII CERTIFICATIONS**

The undersigned Parties hereby certify that:

- (1) the matters specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government;
- (2) this ILC serves the interest of efficient and economical administration of State Government; and
- (3) the Services, supplies or materials in this ILC are not required by Section 21, Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

**IN WITNESS WHEREOF**, the Parties have signed this ILC effective on date of last signature below.

**RECEIVING ENTITY: City of Mission**

By:

Printed Name: Mike R. Perez

Title: City Manager

Date:

Signature:

**PERFORMING AGENCY: UNIVERSITY OF TEXAS RIO GRANDE VALLEY**

By: Alex Valdez

Printed Name: Alex Valdez

Title: UTRGV Chief Procurement Officer

Date:

Signature:

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## Service Agreement Extension

THIS EXTENSION OF AGREEMENT ("Extension") is made this        day of       , 2025, for the purpose of extending the contract approved on May 16, 2022 ("Original Contract") between SmartCom Telephone, LLC (hereinafter referred to as "Smartcom") address at 600 Ash Ave., McAllen, TX 78501 and City of Mission, (hereinafter referred to as "City of Mission"), address at 1201 East 8<sup>th</sup> Street, Mission, Texas 78572. (The "Parties").

1. The Parties agree to extend the Original Agreement for P2P RFP 22-30-04-25 WAN P2P Leased Fibers for an additional twelve (12) month period, which will begin May 16, 2025, and will end on May 15, 2026, with one (1) remaining twelve (12) month extension.
2. This new Extension binds and benefits both Parties. This document, including the attached original agreement, is the entire agreement between the Parties.

All other terms and conditions of the Original Agreement remain unchanged.

EXECUTED this        day of       , 20      

Customer Signature

Printed Name

1201 East 8<sup>th</sup> Street

Billing Address

Mission

City  
Code

TX

State

78572

Zip

Billing Telephone Number

Smartcom Telephone, LLC. Signature

Alan Yoder

Printed Name

600 Ash Avenue

Address

McAllen

City  
Code

TX

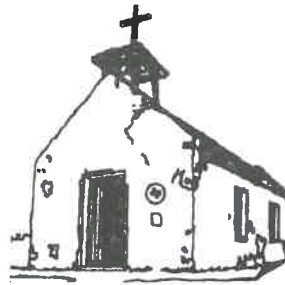
State

78501

Zip

956-687-7070

Telephone



## CITY OF MISSION

*"Home of the Grapefruit"*

Alan Yoder  
Smartcom Telephone, LLC  
600 Ash Avenue  
McAllen, Texas 78501

**Subject: Notice of Award – RFP No: 22-320-04-25 / WAN P2P Leased Fibers**

Dear Mr. Yoder:

You are hereby notified that you have been awarded WAN P2P Leased Fibers No. 22-320-04-25. Please use this bid number on any correspondence to the City of Mission.

The term of the contract shall be three (3) years from the contract award date.

**Renewal Terms:** The City of Mission shall reserve the option to renew this order for an additional two (2) consecutive, one (1) year periods at the end of the service period.

**Contract Term: May 16, 2022 through May 15, 2025.**

To facilitate the discharge of this contract, the Technical Representative (TR) for the contract is Abram Ramirez, I.T. Department Director, who can be reached at (956) 629-4792. The Technical Representative will perform the following duties during the term of this contract:

1. Monitor, verify and take such action necessary to ensure that your firm performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications. Specific emphasis shall be placed on the quality, quantity, acceptability, and manner of work for both adherences to the contract provisions and to your firm's quality control program.
2. Notify your firm of deficiencies observed during delivery of goods and/or services and direct your firm to comply with the contract requirements. Coordinate with the Purchasing Agent about your firm's unacceptable performance. Your firm's corrective actions must be within the scope of the contract.
3. Forward all disagreements with your firm that cannot be resolved within the scope of the delegated authority to higher levels within the City. The TR will provide records and reports to the Purchasing Agent concerning faulty or non-conforming work, delays or problems, and recommend appropriate actions to effect correction

within the scope of the contract or dispute.

4. Ensure that any City furnished property is provided and returned in accordance with the contract provisions.
5. Maintain records applicable to the criteria established in the contract for performance issues, as they relate to the assessment of potential liquidated damages. Assert when applicable, in coordination with the Purchasing Agent, any damages provided in the contract due to your firm's failure to meet standards.
6. Maintain a current record of the obligated contract dollar amount, billed and paid.
7. Recommend acceptance or rejection of invoices that have been submitted by your firm. Disposition of payment recommendations rest with the appropriate Purchasing Agent and the TR.
8. Coordinate with the Purchasing Agent prior to releasing any correspondence involving schedule, performance, cost, and invoices/payment.
9. Work with the Purchasing Agent to properly close out the contract and all records.
10. Perform, or cause to be performed, inspections required by the contract. Verify that your firm has corrected all deficiencies. Act as certifying official, and receive, accept or reject supplies/services for the City specified in the contract and invoiced by your firm.

The following actions are specifically reserved for the Purchasing Agent.

1. Issuance of any orders or modifications to your firm regarding contractual matters, such as changes in price, deliveries, statements of work, specifications, or other contractual terms.
2. Directing work to start or stop, except as specifically provided for by the terms and conditions of the contract.
3. Amending the contract requirements in any respect.
4. Submit for Approval any action that will result in additional charges to the City.
5. Interpretation of contract terms and conditions.

In the event of the Technical Representative absence, the Purchasing Agent shall act in this capacity. The presence or absence of the TR shall not relieve the Contractor from any requirements of the contract. In the event of any discrepancies the original proposal submitted will take precedence.

This assignment and delegation of the city is effective as of this date and shall remain in

full effect until contract expiration or termination in writing by the Purchasing Agent.

A copy of your proposal response is enclosed for your records. Said proposal response and this notice of award constitute the contract. Please include the proposal number on all correspondence pertaining to this contract, and with each invoice that you submit.

If you have any questions, please contact your assigned **Director of Purchasing, Peter Geddes** at the phone number or address listed below.

City of Mission  
1201 E. 8<sup>th</sup> Street  
Mission, TX 78592  
956/580-8667  
956/580-8798 FAX

We appreciate your interest in City of Mission and look forward to working with you.

Sincerely,

  
\_\_\_\_\_  
Peter Geddes  
Director of Purchasing

  
\_\_\_\_\_  
Date

PROPOSAL NAME/NUMBER: 22-320-04-25 WAN P2P Leased Fibers



OPEN DATE: April 25, 2022 2:00 PM CST

## Evaluator

Abram Ramirez

Claudia Barajas

David Flores

Proposer	Rating	Points	Rating	Points	Rating	Points	Average
<b>Smartcom Telephone, LLC.</b> 600 Ash Avenue McAllen, TX 78501	Acceptable		Acceptable		Acceptable		
Sec. A. General Quality and Adequacy of Response: (10 Points max)	Acceptable	10	Acceptable	10	Acceptable	8	
Sec. B. Organization, Personnel, and Experience: (15 Points max)	Acceptable	15	Acceptable	15	Acceptable	13	
Sec. C. Capacity to Perform (15 Points max)	Acceptable	15	Acceptable	15	Acceptable	14	
Sec. D. Project Lead Time (10 Points max)	Acceptable	10	Acceptable	10	Acceptable	8	
Sec. E. Price Proposal (50 Points max)	Acceptable	50	Acceptable	50	Acceptable	40	
<b>Total Score</b>		100		100		83	94.33

## Notes:

**Strengths:** (AB) Well organized and easy to understand. Experience with Municipalities in the Rio Grande Valley. Organization Technical Proposal Network Infrastructure. 24 hour Support and Escalation Procedures to include President. Very competitive pricing and 0% 1st and 2nd year renewal at the end of service period. (CB) Detailed information; Vendor in business for more than 20 years. Shows capabilities to work with. 24hr Support. (DF) 0% renewable options first two years

**Weaknesses:** ()

**Comments:** (AR) Reputable Company 10-90 Days Lead Time is reasonable based on services being requested. (DF) \$98,236 Initial Cost , \$75,036 Recurring Cost



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025

**PRESENTED BY:** Cesar Torres, Chief of Police

**AGENDA ITEM:** Authorization to accept grant funds from the Texas Department of Transportation for the FY 2026 STEP Comprehensive Enforcement Grant, in the total amount of \$45,000, with an in-kind 20% match from the City – Torres

### NATURE OF REQUEST:

The Mission Police Department requests authorization to accept grant funds from the Texas Department of Transportation for the STEP Comprehensive Enforcement Grant for fiscal year 2026, in the amount of \$45,000. This grant will require an in-kind 20% match from the City of Mission. This funding will enhance our traffic enforcement measures and contribute to safer roadways for our community members.

**BUDGETED:** \_\_\_\_\_ **FUND:** \_\_\_\_\_ **ACCT. #:** \_\_\_\_\_

**BUDGET:** \_\_\_\_\_ **EST. COST:** \_\_\_\_\_ **CURRENT BUDGET BALANCE:** \_\_\_\_\_

**BID AMOUNT:** \$ \_\_\_\_\_

### STAFF RECOMMENDATION:

Approval.

**Departmental Approval:** Finance

**Advisory Board Recommendation:** N/A

**City Manager's Recommendation:** Approval *MRP*

**RECORD OF VOTE:** **APPROVED:** \_\_\_\_\_

**DISAPPROVED:** \_\_\_\_\_

**TABLED:** \_\_\_\_\_

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_

# Texas Traffic Safety eGrants

## Fiscal Year 2026

**Organization Name:** City of Mission Police Department

**Legal Name:** City of Mission

**Payee Identification Number:** 17460017381012

**Project Title:** STEP Comprehensive

**ID:** 2026-Mission-S-1YG-00051

**Period:** 10/01/2025 to 09/30/2026



**SALARIES AND FRINGE BENEFITS**

Law Enforcement Hours: 900								
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe:
<b>A. Enforcement</b>								
Officers/Deputies:	900		\$50.000	\$45,000.00		\$45,000.00	%	\$9,508.50
Sergeants:			\$0				%	\$0
Lieutenants/Other:			\$0				%	\$0
Non Enforcement (PI&E Activities & Administrative Duties)								
Overtime Regular Time								
Check the Over Time and/or Regular Time if applicable to the hours identified below. If there are No PI&E Activities or Administrative Duties leave both boxes unchecked								
Non-Enforcement salaries to be reimbursed must not exceed 10% of the TxDOT award								
Corporal Administrative oversight of the grant operations, including STEP PR/RFR content, scheduling of STEP shifts, review of DARs and performance oversight, TXDOT meetings and other STEP activities.		25	\$65.000		\$1,625.00	\$1,625.00	%	\$343.36
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
Total:				\$45,000.00	\$1,625.00	\$46,625.00		\$9,851.86
Category		TxDOT	%		Match		%	Total
Salaries:		\$45,000.00	96.51%		\$1,625.00		3.49%	\$46,625.00
Fringe Benefits:		\$0	0.00%		\$9,851.86		100.00%	\$9,851.86
Breakdown of Fringe Percentages:	Details of regular time, if included in any of the above hours :							

### Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$45,000.00	\$1,625.00	\$46,625.00
(200)	Fringe Benefits	\$0	\$9,851.86	\$9,851.86
	Category I Sub-Total	\$45,000.00	\$11,476.86	\$56,476.86
Category II - Other Direct Costs				
(300)	Travel	\$0	\$0	\$0
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$0	\$0
	Category II Sub-Total	\$0	\$0	\$0
Total Direct Costs		\$45,000.00	\$11,476.86	\$56,476.86
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$0	\$0
Summary				
	Total Labor Costs	\$45,000.00	\$11,476.86	\$56,476.86
	Total Direct Costs	\$0	\$0	\$0
	Total Indirect Costs	\$0	\$0	\$0
	Grand Total	\$45,000.00	\$11,476.86	\$56,476.86
	Fund Sources (Percent Share)	79.68%	20.32%	



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025

**PRESENTED BY:** Cesar Torres, Chief of Police

**AGENDA ITEM:** Authorization to accept grant funds from the Texas Department of Transportation for the FY 2026 STEP Commercial Motor Vehicle (CMV) Grant, in the total amount of \$35,000, with an in-kind 20% match from the City – Torres

### NATURE OF REQUEST:

The Mission Police Department requests authorization to accept grant funds from the Texas Department of Transportation for the STEP Commercial Motor Vehicle (CMV) Grant for fiscal year 2026, in the amount of \$35,000. This grant will require an in-kind 20% match from the City of Mission. This grant will assist the police department to focus on enforcement of commercial vehicle regulations, which is crucial for maintaining road safety and compliance.

**BUDGETED:** \_\_\_\_\_ **FUND:** \_\_\_\_\_ **ACCT. #:** \_\_\_\_\_

**BUDGET:** \_\_\_\_\_ **EST. COST:** \_\_\_\_\_ **CURRENT BUDGET BALANCE:** \_\_\_\_\_

**BID AMOUNT:** \$ \_\_\_\_\_

### STAFF RECOMMENDATION:

Approval.

**Departmental Approval:** Finance

**Advisory Board Recommendation:** N/A

**City Manager's Recommendation:** Approval *MRP*

**RECORD OF VOTE:** **APPROVED:** \_\_\_\_\_

**DISAPPROVED:** \_\_\_\_\_

**TABLED:** \_\_\_\_\_

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_

# Texas Traffic Safety eGrants

## Fiscal Year 2026

**Organization Name:** City of Mission Police Department

**Legal Name:** City of Mission

**Payee Identification Number:** 17460017381012

**Project Title:** STEP CMV

**ID:** 2026-Mission-S-CMV-00022

**Period:** 10/01/2025 to 09/30/2026

**SALARIES AND FRINGE BENEFITS**

Law Enforcement Hours: 700								
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe:
<b>A. Enforcement</b>								
Officers/Deputies:	700		\$50.000	\$35,000.00		\$35,000.00	%	\$7,395.50
Sergeants:			\$0				%	\$0
Lieutenants/Other:			\$0				%	\$0
Non Enforcement (PI&E Activities & Administrative Duties)								
Overtime Regular Time								
Check the Over Time and/or Regular Time if applicable to the hours identified below. If there are No PI&E Activities or Administrative Duties leave both boxes unchecked								
Non-Enforcement salaries to be reimbursed must not exceed 10% of the TxDOT award								
CPL. admin oversight of the grant. Reviewing DARS, Scheduling shifts, and review of body cameras and stops.		22	\$65.000		\$1,430.00	\$1,430.00	%	\$302.16
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
Total:						\$35,000.00 \$1,430.00 \$36,430.00		\$7,697.66
Category		TxDOT	%		Match		%	Total
Salaries:		\$35,000.00	96.07%		\$1,430.00		3.93%	\$36,430.00
Fringe Benefits:		\$0	0.00%		\$7,697.66		100.00%	\$7,697.66
Breakdown of Fringe Percentages:	Details of regular time, if included in any of the above hours :							



### Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$35,000.00	\$1,430.00	\$36,430.00
(200)	Fringe Benefits	\$0	\$7,697.66	\$7,697.66
	Category I Sub-Total	\$35,000.00	\$9,127.66	\$44,127.66
Category II - Other Direct Costs				
(300)	Travel	\$0	\$0	\$0
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$0	\$0
	Category II Sub-Total	\$0	\$0	\$0
Total Direct Costs		\$35,000.00	\$9,127.66	\$44,127.66
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$0	\$0
Summary				
	Total Labor Costs	\$35,000.00	\$9,127.66	\$44,127.66
	Total Direct Costs	\$0	\$0	\$0
	Total Indirect Costs	\$0	\$0	\$0
	Grand Total	\$35,000.00	\$9,127.66	\$44,127.66
	Fund Sources (Percent Share)	79.32%	20.68%	



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025

**PRESENTED BY:** Cesar Torres, Chief of Police

**AGENDA ITEM:** Authorization to accept grant funds from the Texas Department of Transportation for the FY 2025 Mini Grant – Operation Slow Down , in the total amount of \$4,000 with an in-kind 20% match from the City – Torres

### NATURE OF REQUEST

The Mission Police Department requests authorization to accept grant funds from the Texas Department of Transportation for the FY 2025 Mini Grant – Operation Slow Down, in the amount of \$4,000. This grant will require an in-kind 20% match from the City of Mission. This grant will assist the police department during a two-week enforcement operation focused on reducing roadway deaths caused by speeding.

**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 \_\_\_\_\_



# Texas Traffic Safety eGrants

## Fiscal Year 2025

**Organization Name:** City of Mission Police Department

**Legal Name:** City of Mission

**Payee Identification Number:** 17460017381012

**Project Title:**

**ID:** 2025-Mission-OpSlow-00007

**Period:** 07/15/2025 to 08/06/2025

**SALARIES AND FRINGE BENEFITS**

Law Enforcement Hours: 80								
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe:
<b>A. Enforcement</b>								
Officers/Deputies:	80		\$50.000	\$4,000.00		\$4,000.00	%	\$845.20
Sergeants:			\$0				%	\$0
Lieutenants/Other:			\$0				%	\$0
Non Enforcement (PI&E Activities & Administrative Duties)								
Overtime Regular Time								
Check the Over Time and/or Regular Time if applicable to the hours identified below. If there are No PI&E Activities or Administrative Duties leave both boxes unchecked								
Non-Enforcement salaries to be reimbursed must not exceed 10% of the TxDOT award								
administrative duties, checking dars and payroll and body cams. Supervision of Officers and scheduling.		2	\$65.000		\$130.00	\$130.00	%	\$27.46
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
Total:				\$4,000.00	\$130.00	\$4,130.00		\$872.66
Category		TxDOT	%		Match		%	Total
Salaries:		\$4,000.00	96.85%		\$130.00		3.15%	\$4,130.00
Fringe Benefits:		\$0	0.00%		\$872.66		100.00%	\$872.66
Breakdown of Fringe Percentages:	Details of regular time, if included in any of the above hours :							

### Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$4,000.00	\$130.00	\$4,130.00
(200)	Fringe Benefits	\$0	\$872.66	\$872.66
	Category I Sub-Total	\$4,000.00	\$1,002.66	\$5,002.66
Category II - Other Direct Costs				
(300)	Travel	\$0	\$0	\$0
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$0	\$0
	Category II Sub-Total	\$0	\$0	\$0
Total Direct Costs		\$4,000.00	\$1,002.66	\$5,002.66
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$0	\$0
Summary				
	Total Labor Costs	\$4,000.00	\$1,002.66	\$5,002.66
	Total Direct Costs	\$0	\$0	\$0
	Total Indirect Costs	\$0	\$0	\$0
	Grand Total	\$4,000.00	\$1,002.66	\$5,002.66
	Fund Sources (Percent Share)	79.96%	20.04%	



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025

**PRESENTED BY:** Cesar Torres, Chief of Police

**AGENDA ITEM:** Authorization to accept grant funds from the Texas Department of Transportation for the FY 2025 Mini Grant – Click It or Ticket in the total amount of \$4,000, with an in-kind 20% match from the City– Torres

### NATURE OF REQUEST:

The Mission Police Department requests authorization to accept grant funds from the Texas Department of Transportation for the FY 2025 Mini Grant – Click It or Ticket, in the amount of \$4,000. This grant will require an in-kind 20% match from the City of Mission. This grant will support a two-week enforcement effort aimed at increasing seatbelt usage and reducing fatalities among unrestrained occupants.

**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 \_\_\_\_\_

# Texas Traffic Safety eGrants

## Fiscal Year 2025

**Organization Name:** City of Mission Police Department

**Legal Name:** City of Mission

**Payee Identification Number:** 17460017381012

**Project Title:** STEP - Click It Or Ticket Mobilization

**ID:** 2025-Mission-CIOT-00007

**Period:** 05/16/2025 to 06/04/2025

**SALARIES AND FRINGE BENEFITS**

Law Enforcement Hours: 80								
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe:
<b>A. Enforcement</b>								
Officers/Deputies:	80		\$50.000	\$4,000.00		\$4,000.00	%	\$845.20
Sergeants:			\$0				%	\$0
Lieutenants/Other:			\$0				%	\$0
Non Enforcement (PI&E Activities & Administrative Duties)								
Overtime Regular Time								
Check the Over Time and/or Regular Time if applicable to the hours identified below. If there are No PI&E Activities or Administrative Duties leave both boxes unchecked								
Non-Enforcement salaries to be reimbursed must not exceed 10% of the TxDOT award								
Administrative duties, checking dars, payroll and body cams. Supervision of officers and scheduling.		2	\$65.000		\$130.00	\$130.00	%	\$27.46
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
Total:				\$4,000.00	\$130.00	\$4,130.00		\$872.66
Category		TxDOT	%		Match		%	Total
Salaries:		\$4,000.00	96.85%		\$130.00		3.15%	\$4,130.00
Fringe Benefits:		\$0	0.00%		\$872.66		100.00%	\$872.66
Breakdown of Fringe Percentages:	Details of regular time, if included in any of the above hours :							



### Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$4,000.00	\$130.00	\$4,130.00
(200)	Fringe Benefits	\$0	\$872.66	\$872.66
	Category I Sub-Total	\$4,000.00	\$1,002.66	\$5,002.66
Category II - Other Direct Costs				
(300)	Travel	\$0	\$0	\$0
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$0	\$0
	Category II Sub-Total	\$0	\$0	\$0
Total Direct Costs		\$4,000.00	\$1,002.66	\$5,002.66
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$0	\$0
Summary				
	Total Labor Costs	\$4,000.00	\$1,002.66	\$5,002.66
	Total Direct Costs	\$0	\$0	\$0
	Total Indirect Costs	\$0	\$0	\$0
	Grand Total	\$4,000.00	\$1,002.66	\$5,002.66
	Fund Sources (Percent Share)	79.96%	20.04%	





# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025  
**PRESENTED BY:** Cesar Torres, Chief of Police  
**AGENDA ITEM:** Authorization to purchase fifteen (15) Body Worn Cameras from Dana Safety Supply Inc., via Buyboard #698-23, in the total amount of \$41,869.16. – Torres

### NATURE OF REQUEST:

The Mission Police Department is seeking authorization to purchase fifteen (15) Body Worn Cameras to be used by police officers. This expenditure is a total of \$41,869.16. The purchase will be made from Dana Safety Supply, via Buyboard #698-23.

**BUDGETED:** Yes **FUND:** General **ACCT. #:** 01-430-74950

**BUDGET:** \$784,850.00 **EST. COST:** \$41,869.16 **CURRENT BUDGET BALANCE:** \$495,905.00

**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 \_\_\_\_\_

# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	567318-B
<b>Customer No.</b>	MISSION PD

Bill To
MISSION POLICE DEPARTMENT O.I.C. ANZALDUAS POE 1200 E 8TH STREET MISSION, TX 78572 United States

Ship To
(For Pickup - HARL) Dana Safety Supply - Harlingen 5002 Logans Run Harlingen, TX 78550

**Contact:** REYNALDO PEREZ  
**Telephone:** 956-584-5177  
**E-mail:** asstchiefperez@missiontexas.us

**Contact:** Maria Rivera  
**Telephone:** 281-728-1400  
**E-mail:**

Quote Date	Ship Via		F.O.B.		Customer PO Number		Payment Method		
04/03/25	UPS GROUND FREIGHT		QUOTED FREIGHT				NET30		
Entered By			Salesperson			Ordered By		Resale Number	
Maria Rivera			Maria Rivera - Harlinger			ASST CHIEF PEREZ			
Order Quantity	Approve Quantity	Tax	Item Number / Description				Unit Price	Extended Price	
0	0	N	INFO BUY BAORD 698-23 <div>Warehouse: HARL</div>				0.0000	0.00	
15	15	N	MISC WGB-0740A <div>Warehouse: HARL</div>				1,451.2500	21,768.75	
15	15	N	V700 BODY WORN CAMERA VERIZON READY MISC LSV07S03512A <div>Warehouse: HARL</div>				531.0000	7,965.00	
2	2	Y	5 YRS ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT WGB-0138A MOTO V300 TRANSFER STATION II <div>Warehouse: HARL</div>				1,681.8800	3,363.76	
15	15	N	MISC WGP02950 <div>Warehouse: HARL</div> V700 BATTERY, 3.8V, 4180MAH, REMOVABLE				123.7500	1,856.25	

<b>Print Date</b>	04/03/25
<b>Print Time</b>	06:33:04 PM
<b>Page No.</b>	1

Printed By: Maria Rivera

Continued on Next Page

# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	567318-B
<b>Customer No.</b>	MISSION PD

## Bill To

MISSION POLICE DEPARTMENT  
O.I.C. ANZALDUAS POE  
1200 E 8TH STREET  
MISSION, TX 78572  
United States

## Ship To

(For Pickup - HARL)  
Dana Safety Supply - Harlingen  
5002 Logans Run  
Harlingen, TX 78550

**Contact:** REYNALDO PEREZ  
**Telephone:** 956-584-5177  
**E-mail:** asstchiefperez@missiontexas.us

**Contact:** Maria Rivera  
**Telephone:** 281-728-1400  
**E-mail:**

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
04/03/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Maria Rivera		Maria Rivera - Harlinger		ASST CHIEF PEREZ		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
15	15	N	WGP02400-520 WATCHGUARD EVIDENCE LIBARAY Warehouse: HARL  1YR  VIDEOMANAGER EL, BODY WORN CAMERA ANNUAL LICENSE & SUPPORT FEE		219.3600	3,290.40
15	15	Y	WGA00640-KIT1 WGA V300 Base Assembly, USB Desktop Dock Warehouse: HARL  <div>Approved By: _____ <input type="checkbox"/> Approve All Items &amp; Quantities</div> <div>Quote Good for 30 Days</div>		225.0000	3,375.00

<b>Print Date</b>	04/03/25
<b>Print Time</b>	06:33:04 PM
<b>Page No.</b>	2

Printed By: Maria Rivera

<b>Subtotal</b>	41,619.16
<b>Freight</b>	250.00
<b>Order Total</b>	41,869.16



## Vendor Contract Information Summary

Vendor	Dana Safety Supply, Inc.
Contact	Mark Sevigny
Phone	8133484866
Email	bids@danasafetysupply.com
Vendor Website	<a href="https://danasafetysupply.com/">https://danasafetysupply.com/</a>
TIN	27-1557226
Address Line 1	7800 Breen Drive
Address Line 2	Bldg B
Vendor City	Houston
Vendor Zip	77064
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	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	No
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:** April 14, 2025

**PRESENTED BY:** Cesar Torres, Chief of Police

**AGENDA ITEM:** Authorization to allow the purchase of a firearm by Honorably Retired Peace Officer, Jaime De La Garza from the Mission Police Department, in accordance with Texas Government Code, Section 614.051 - Torres

### NATURE OF REQUEST:

Honorably Retired Peace Officer, Jaime De La Garza has requested to purchase his Glock 17/Generation 4, 9mm service weapon, serial # BACG-543 from the Mission Police Department.

**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 \_\_\_\_\_



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025  
**PRESENTED BY:** Cesar Torres, Chief of Police  
**AGENDA ITEM:** Authorization to allow the purchase of a firearm by Honorably Retired Peace Officer, Raul Tanguma from the Mission Police Department, in accordance with Texas Government Code, Section 614.051 - Torres

### NATURE OF REQUEST:

Honorably Retired Peace Officer, Raul Tanguma has requested to purchase his Glock 17/Generation 4, 9mm service weapon, serial # BACG-539 from the Mission Police Department.

**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 \_\_\_\_\_



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025

**PRESENTED BY:** Xavier Cervantes, Director of Planning

**AGENDA ITEM:** Approval of Resolution # \_\_\_\_\_ Regarding Waterline Access Agreement with Sharyland Water Supply within City of Mission's ETJ for Eduardo's No. 22 Subdivision – Cervantes

### NATURE OF REQUEST:

The proposed Eduardo's No. 22 Subdivision is a 16.676 acre tract of land out of Lots 47-3 and 47.4, West Addition to Sharyland Subdivision 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.

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

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

**BID AMOUNT:** \$ \_\_\_\_\_

### STAFF RECOMMENDATION:

Approval

**Departmental Approval:** Approval

**Advisory Board Recommendation:** N/A

**City Manager's Recommendation:** Approval *MRP*

**RECORD OF VOTE:**

<b>APPROVED:</b>	_____
<b>DISAPPROVED:</b>	_____
<b>TABLED:</b>	_____

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_



**RESOLUTION NO. \_\_\_\_**

A RESOLUTION OF THE CITY OF MISSION, TEXAS TO APPROVE A  
WATERLINE ACCESS AGREEMENT BETWEEN THE SHARYLAND WATER SUPPLY  
CORPORATION, AND IZAGUIRRE REAL ESTATE HOLDINGS, LLC  
EDUARDO'S NO. 22

**WHEREAS**, it is in the best interest of the citizens of Mission to provide the proper infrastructure for adequate fire protection for all new commercial and residential development; and

**WHEREAS**, The Proposed Izaguirre Real Estate Holdings, LLC – Eduardo's Real Estate Holdings, LLC Subdivision is located within the service area of the Sharyland Water Supply Corporation and within the City of Mission's ETJ; and

**WHEREAS**, the 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.

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

1. The City of Mission, Texas approves the agreement as shown on "ATTACHMENT A."

READ, CONSIDERED and APPROVED this the 14th day of April, 2025.

\_\_\_\_\_  
Norie Gonzalez Garza, Mayor

ATTEST:

\_\_\_\_\_  
Anna Carrillo, City Secretary

STATE OF TEXAS	§	BETWEEN:
	§	SHARYLAND WATER SUPPLY
	§	CORPORATION; IZAGUIRRE REAL
COUNTY OF HIDALGO	§	ESTATE HOLDINGS, LLC; AND CITY OF
		MISSION

**WATERLINE ACCESS AGREEMENT  
(with City and Owner)**

**WHEREAS**, Sharyland Water Supply Corporation ("SWSC") has a water distribution system which was designed for potable water distribution to rural communities, such system not designed specifically with the intent to provide water for fire protection purposes;

**WHEREAS**, the City of Mission ("City") through its own forces or through the forces of those subject to a contract to provide services, may provide fire protection services to its citizens, some of which fall within the area of the Certificate of Convenience and Necessity granted to SWSC;

**WHEREAS**, SWSC and City are mindful of the benefits that can be received by the citizens of the City and the members of SWSC with the availability of water for use in controlling fires and thereby for the protection of life and property;

**WHEREAS**, Izaguirre Real Estate Holdings, LLC ("Owner") is constructing a subdivision in the area described in **Exhibit "A"**, Eduardo's No. 22 Subdivision (the "**Subdivision**"), and desire fire protection for the Subdivision.

**THEREFORE**, in exchange for the recitals herein made, the consideration exchanged and the goodwill generated, SWSC, Owner and City agree as follows:

1. This agreement pertains only to those areas in the Subdivision which also are within the boundaries of the Certificate of Convenience and Necessity granted to SWSC in HIDALGO County, Texas and only **with respect to those areas specifically listed in Exhibit "A."** No other parts of SWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.

2. Owner and City shall have access to SWSC lines with no less than six inches (6") in diameter for the purpose of operating, and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B"** ("**Fire Hydrants**"). Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and sufficient. SWSC shall gratuitously furnish to City's designated engineer, such waterline modeling information as it may have to the extent such information affects the lines and hydrants shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.

3. Except as otherwise provided in this paragraph, all City fire hydrants on SWSC waterlines or any part of SWSC's system, shall be painted black so as to be designated that they may be unavailable for use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in SWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrant subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrants the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant painted black until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or should a year expire without a hydrant being re-tested, City will immediately paint it black and if City fails to so test and paint City's fire hydrants, SWSC may (but is not required to) do so at City's expense, such expense to be paid by City to SWSC upon demand. By allowing a hydrant subject to this agreement to be painted any color other than black, SWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.

4. The Fire Hydrants will be constructed by Owner and maintained by Owner and City as set out in Exhibit "B". If concrete is used for additional stability, the hydrant weep holes should not be covered.

5. All water used from the SWSC system will be reported monthly to SWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.

6. There may be an annual charge by SWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.

7. Because SWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, SWSC reserves the right to install security devices on all hydrants at the cost of City and Owner. Sufficient special wrenches, or keys, will be provided to SWSC by City at no cost to SWSC. Should City fail to install the required security devices, SWSC may install such devices as it deems appropriate at a cost to the City.

8. All Fire Hydrant maintenance, inspection and flushing will be done by City personnel, or those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to SWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by SWSC and if City fails to so maintain the Fire Hydrants, SWSC may (but is

not required to) do so at City's expense, such expense to be paid by City to SWSC upon demand. SWSC may use the Fire Hydrants as temporary water sales point and as a flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, SWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. SWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.

9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by SWSC and under City's and Owner's authority and responsibility, but only under SWSC's inspection for defects in construction that may affect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of SWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City and Owner, including a reasonable fee for the presence and administration of SWSC's personnel.

10. CITY AND OWNER ACKNOWLEDGE AND AGREE THAT SWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE A PERSON EMPLOYED BY OR OTHERWISE AUTHORIZED BY CITY OR OWNER TO USE, ACCESS, OR IN ANYWAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THEREIN OR ANY APPURTENANCES THERETO (THE "USER") BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE AND THAT SWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY AND OWNER UNDERSTAND THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE SWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD SWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH RESULTS IN AN UNREASONABLE RISK TO THE USER. FURTHER, CITY AND OWNER UNDERSTAND THAT SWSC MAY CHANGE THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY THE NEW DANGER. CITY AND OWNER AGREE TO USE THE WATER AND SYSTEM AT ITS OWN RISK AND AS IT IS FOUND. SWSC, WITHOUT ACCEPTING ANY DUTY, GRATUITOUSLY WILL ENDEAVOR TO NOTIFY CITY AND OWNER OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY AND OWNER SHOULD ITS MANAGER BECOME CONSCIOUSLY AWARE OF SUCH A CONDITION. SWSC HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE SYSTEM INCLUDING, WITHOUT LIMITATION, THE PIPELINES, HYDRANTS, FLUSH VALVES, APPURTENANCES, WATER AND REAL SUBDIVISION, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY AND OWNER MAY ELECT TO CONDUCT OR THE EXISTENCE OF ANY HAZARD OR CONDITION; (B) THE NATURE AND EXTENT OF

ANY RIGHT-OF-WAY, LEASE, POSSESSION, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE SYSTEM OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. CITY AND OWNER ACKNOWLEDGE BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY AND OWNER WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE SYSTEM AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SWSC. CITY AND OWNER FURTHER ACKNOWLEDGE THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE SYSTEM WAS OBTAINED WITHOUT CONSIDERATION BEING GIVEN AND SWSC (1) HAS NOT MADE ANY INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; (2) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCESS TO THE SYSTEM IS ALLOWED ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND CITY AND OWNER EXPRESSLY ACKNOWLEDGE THAT, IN CONSIDERATION OF THIS ACCESS, SWSC MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

CITY AND OWNER AGREE BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT SWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY AND OWNER, FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE SUBDIVISION, AS CITY AND OWNER MAKE USE OF THE SYSTEM "AS-IS", "WHERE-IS" AND "WITH ALL FAULTS" CITY AND OWNER OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY AND OWNER, HEREBY FULLY RELEASE SWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY AND OWNER BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGE AND AGREE THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY AND OWNER, IN CONSIDERATION FOR USING THE SYSTEM AND AS A MATERIAL INDUCEMENT TO SWSC FOR ALLOWING SUCH USE, WAIVE THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AS WELL AS ALL OTHER STATUTORY PROVISIONS WHICH MIGHT CREATE A CLAIM AGAINST SWSC AS A RESULT OF THE USE OF SWSC'S SYSTEM. ACCORDINGLY, CITY AND OWNER, BY AND THROUGH THE BELOW SIGNING REPRESENTATIVES WHO HAVE BEEN GIVEN THE APPROPRIATE AUTHORITY BY THEIR GOVERNING BODIES STATE:

I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE

PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ, BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY AND OWNER, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREE TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS SWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY SWSC AT ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF SWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION, MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF SWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE PROVISION OF WATER AND ACCESS TO SWSC'S SYSTEM UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT SWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY AND OWNER ALSO WAIVE ALL RIGHTS TO SUBROGATION AGAINST SWSC.

11. This Agreement is intended to provide SWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code § 67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.

12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.

13. Each person, signing below, warrants and represents to the parties to this Agreement, that

he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.

14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.

15. Owner will list SWSC as an additional insured on all liability insurance policies it holds related to the Subdivision being the subject of this Agreement for the duration of this Agreement. Owner will provide SWSC with a certificate of insurance and notice 60 days prior to any cancellation.

16. SWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants in the Subdivision at a point to be chosen by the SWSC, and shall have access to the Subdivision and equipment constructed by Owner and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business operations, and upon discontinuance of service, SWSC shall have the right to remove any of its equipment from the Subdivision. SWSC may inspect its valves, piping, and appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by SWSC (initially \$200.00), which may be increased based on future costs increases to provide this service. Upon notice, Owner shall have personnel present as necessary to assist in the inspection. Owner shall install, at its own expense, any necessary fire service lines and equipment from SWSC's facilities and equipment to the point of use, including any customer isolation valves, backflow prevention and other equipment as may be specified by SWSC. SWSC shall also have access to the Subdivision for purpose of inspecting for possible illegal connections, cross-connections, potential contamination hazards, and illegal lead materials, and Owner and City agree to annual inspections of its own facilities for these conditions.

17. Owner and City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:

a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.

b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to the SWSC no later than 30 days after the inspection.



c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.

d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.

e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.

18 SWSC may notify Owner and/or City of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. Owner and/or City shall immediately correct any undesirable practice in the Subdivision. Owner and/or City shall, at its expense, properly install, test and maintain any backflow prevention device required by the SWSC. Copies of all testing and maintenance records shall be provided to the SWSC. Failure to comply with the terms of this Agreement shall cause the SWSC to terminate services or properly install, test, and maintain an appropriate backflow prevention device at the service connection at Owner's and/or City sole expense. Any expenses associated with the enforcement of this Agreement shall be paid to SWSC upon presentation to Owner and/or City.

19. Owner shall grant to SWSC, now and in the future, any easements required for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the SWSC to extend or improve SWSC's service for existing and future customers and members of SWSC, on such forms as are required by the SWSC.

20. Owner and City agree that the maximum amount of liability to Owner and City that may be incurred by SWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by Owner and City to SWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.

21. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest, payable to the party to which the payment is due, at an annual, compounded rate of ten percent (10%) from the date the payment is due until it is fully paid.

22. In the event any litigation arises out of this Agreement between the parties hereto, the nonprevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or other authority.

By signing and delivering this Agreement to the appropriate official of SWSC, the Owner authorizes completion of this Agreement by filling in the Effective Date below.

**IN WITNESS WHEREOF, EXECUTED** by SWSC, Owner and City, acting under the authority of their respective governing bodies in multiple originals on the date indicated below.

SIGNED this day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

THE CITY OF MISSION  
1208 E. 8th Street  
Mission, TX 78572  
(956) 580-8650 (phone)  
(956) 580-8659 (fax)

By: \_\_\_\_\_  
Anna Carrillo, City Secretary

By: \_\_\_\_\_,  
Norie Gonzalez Garza, Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_,  
Patricia A. Rigney, City Attorney

STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Norie Gonzalez Garza, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she is Mayor of the City of Mission, that she executed the same as the act of City of Mission for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**IZAGUIRRE REAL ESTATE HOLDINGS, LLC,**  
 A Texas limited partnership  
 2121 E. Griffin Parkway, Ste. 2  
 Mission, Texas 78572

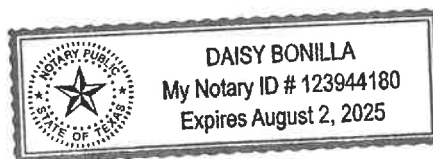
By: Aniceto Izaguirre  
 Aniceto Izaguirre, Member

STATE OF TEXAS       §  
                                   §  
 COUNTY OF HIDALGO   §

BEFORE ME, the undersigned authority, on this day personally appeared Aniceto Izaguirre, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the sole Member of IZAGUIRRE REAL ESTATE HOLDINGS, LLC, and that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this 7th day of March, 2025.

Daisy Bonilla  
 Notary Public, State of Texas



**SHARYLAND WATER SUPPLY  
CORPORATION**

4210 E. Main Ave.  
Alton, Texas 78573  
956-585-6081 (phone)  
956-585-5450 (fax)

By: \_\_\_\_\_  
Carlos Lima, General Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Richard W. Fryer,  
Attorney for Sharyland  
Water Supply Corporation

STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Carlos Lima**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of **Sharyland Water Supply Corporation**, that he executed the same as the act of Sharyland Water Supply Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_  
day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**EXHIBIT "A"**

A 16.676 Acre Tract of Land out of Lots 47-3 and 47.4, WEST ADDITION TO SHARYLAND SUBDIVISION, as per the Map or Plat thereof recorded in Volume 1, Page 56, Map Records of Hidalgo County, Texas and being out of that Tract 1 consisting of a 43.10 Acre Tract of Land as further described in General Warranty Deed recorded under County Clerk's Document No. 2783067, Official Records, Hidalgo County, Texas and according to Warranty Deed recorded under County Clerk's Document No. 575229, Official Records, Hidalgo County, Texas.



## **EXHIBIT "B"**

### **Fire Hydrant Installation**

Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block including anchor rods. Care must be taken that the hydrant drain be kept clear when pouring concrete. Mainline Tees shall have mechanical joint, flanged fittings. Mega lugs shall also be used at all mechanical joint fittings.



[illegible]

This seal appearing on this document was submitted by  
 Charles A. Grobe, P.E. No. 12477  
 in the above designated state.

*Robert A. Hansen*  
CHARLES A. HANSEN, P.E. No. 2177  
 This seal appearing on this document was authorized by Charles A. Hansen, P.E. No. 2177 as the more designated area.

REVIEW DATE: 6-18-2024

SHEET NO. 2  
OF 6 PAGES

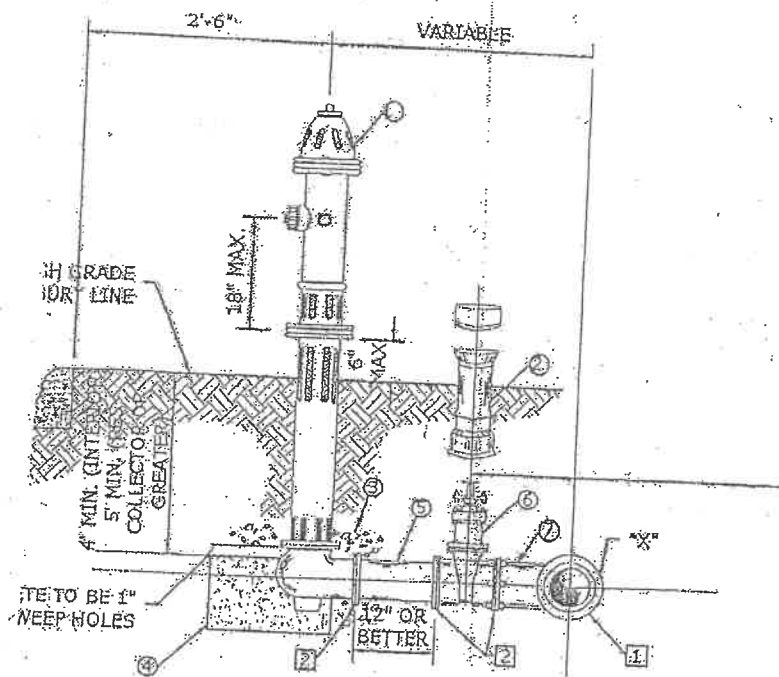
[illegible]

 **IZAGUIRRE**  
Engineering Group LLC.

2121 E GRIFFIN PKWY SUITE 2 F-10214 PHONE (956) 584-0554  
MISSION TEXAS, 78574 FAX (956) 584-0049

EDUARDO'S SUBDIVISION No. 22  
WATER LAYOUT

210



## NOTE:

- 1.) Oil shall be placed in hydrant at the time of installation.
- 2.) Pumper nozzle shall face roadway. (5 1/2" N.S.T.)
- 3.) In certain instances, where distances permit, a Parallel Tee or Union-Tite 90 Degree elbow with restraining lugs may be used in lieu of a standard tee.
- 4.) Stainless steel bolts and nuts will be required in the event Tapping sleeves are used.

## FIRE HYDRANT INSTALLATION

(CONSIST OF A FIRE HYDRANT, VALVE, AND VALVE BOX)

## FIRE HYDRANT UNIT SHALL INCLUDE:

- 1.) FIRE HYDRANT W/ 4 1/2" PUMPER NOZZLE
- 2.) VALVE BOX
- 3.) 3 CU. FT. GRAVEL
- 4.) 3 CU. FT. CONCRETE: 1" BELOW HYDRANT WEEP HOLES
- 5.) 1 FT. MINIMUM PVC SPOOL
- 6.) 6" RESILIENT SEAT GATE VALVE (FLANGED X MECHANICAL JOINT)
- 7.) FLANGED X MECHANICAL JOINT CAST IRON TEE



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025

**PRESENTED BY:** Michael Elizalde, Director of Grants & Strategic Development

**AGENDA ITEM:** Authorization to accept grant award for the FY24 Operation Stonegarden Program from the Office of the Governor in the amount of \$300,000 with no match requirement - Elizalde

### NATURE OF REQUEST:

The Mission Police Department is seeking authorization to accept a grant award for the FY24 Operation Stonegarden Program from the Office of the Governor in the amount of \$300,000. The project will allow the department to acquire two (2) fully equipped patrol vehicles and support overtime costs to increase patrol presence throughout the city and especially around the U.S. Mexico border. The program does not have a match requirement.

**BUGETED:** No **FUND:** Designated Purpose **ACCT. #:** 15-300-33492

**BUDGET:** \$300,000 **EST. COST:** \$ **CURRENT BUDGET BALANCE:** \$300,000

**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 \_\_\_\_\_

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the ‘Narrative’ and ‘Budget/Details’ tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

<b>Grant Number:</b>	3172910	<b>Award Amount:</b>	\$300,000.00
<b>Date Awarded:</b>	3/31/2025	<b>Grantee Cash Match:</b>	\$0.00
<b>Grant Period:</b>	03/01/2025 - 02/28/2026	<b>Grantee In Kind Match:</b>	\$0.00
<b>Liquidation Date:</b>	05/29/2026	<b>Grantee GPI:</b>	\$0.00
<b>Program Fund:</b>	HS-Homeland Security Grant Program (HSGP)	<b>Total Project Cost:</b>	\$300,000.00
<b>Grantee Name:</b>	Mission, City of		
<b>Project Title:</b>	Hidalgo-2024 OPSG		
<b>Grant Manager:</b>	Caroline Butler		
<b>Unique Entity Identifier (UEI):</b>	N5ELUNS44TE1		
<b>CFDA:</b>	97.067 - Homeland Security Grant Program (HSGP)		
<b>Federal Awarding Agency:</b>	U.S. Department of Homeland Security, Federal Emergency Management Agency		
<b>Federal Award Date:</b>	9/19/2024		
<b>Federal/State Award ID Number:</b>	EMW-2024-SS-05096		
<b>Total Federal Award/State Funds Appropriated:</b>	\$92,871,592.00		

4/1/25, 9:58 AM

Office of the Governor

Item 36.

Pass Thru Entity Name:

Is the Award R&D:

Federal/State Award Description:

Texas Office of the Governor – Homeland Security Grants Division (HSGD)

No

The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

BA-25-32

## JUSTIFICATION

**City Council Approved on:** \_\_\_\_\_ **Date Posted:** \_\_\_\_\_

BA-25-32

## JUSTIFICATION





## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025  
**PRESENTED BY:** Mike R. Perez, City Manager  
**AGENDA ITEM:** Authorize Mayor to sign all necessary documents related to the transfer of Cimarron Golf Course - Perez

### NATURE OF REQUEST:

In order to facilitate timely and efficient action, authorization is requested for the Mayor to sign all related documents on behalf of the City related to the transfer of Cimarron Golf Course.

**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 \_\_\_\_\_



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025

**PRESENTED BY:** Juan Pablo "JP" Terrazas, P.E., Asst. City Manager

**AGENDA ITEM:** Authorization to replace and upgrade the existing fire alarm system located at the City of Mission Police Department via TIPS Contract #230202 in the amount of \$37,381.83 - Terrazas

### NATURE OF REQUEST:

Staff is seeking authorization to replace and upgrade the existing fire alarm system located at the City of Mission Police Department (1200 E 8<sup>th</sup> St). This will not include the smoke control. Replacement of the fire alarm system will be done via TIPS Contract #230202.

**BUGETED:** Yes **FUND:** General Fund **ACCT. #:** 01-415-44610

**BUDGET:** \$150,000.00 **EST. COST:** \$37,381.83 **CURRENT BUDGET BALANCE:** \$68,444.00

**BID AMOUNT:** \$37,381.83

### STAFF RECOMMENDATION:

Approval

**Departmental Approval:** Purchasing, Finance

**Advisory Board Recommendation:** N/A

**City Manager's Recommendation:** Approval *MRP*

**RECORD OF VOTE:**

**APPROVED:** \_\_\_\_\_

**DISAPPROVED:** \_\_\_\_\_

**TABLED:** \_\_\_\_\_

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_



Printed 8 April 2025

## SAFEGUARD FIRE

EMAIL PO & VENDOR QUOTE TO: [TIPSPO@TIPS-USA.COM](mailto:TIPSPO@TIPS-USA.COM)  
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	12005 N. Bryan Rd	NAME Charlie Martin
CITY	Mission	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
ZIP	78573	EMAIL <a href="mailto:tips@tips-usa.com">tips@tips-usa.com</a>

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: N

### SERVING STATES

TX

### Overview

*Provide, install, service, and monitor fire alarm, intrusion alarm, access control, and intercom systems.*

AWARDED CONTRACTS "View EDGAR Doc" on Website

Item 38.

Contract	Comodity	Exp Date	EDGAR
230202	Security Systems Products and Services	04/30/2026	CFV

CONTACTS BY CONTRACTS

230202

Edgar Rodriguez	Project Estimator	(956) 618-7233	erodriguez@safeguardsecurity.us
Daniel Backhaus	Project Manager	(956) 618-7233	daniel@safeguardsecurity.us



**SafeGuard Fire & Security**  
12005 N Bryan Rd.  
Mission, TX 78573

QUOTE #:

Item 38.

DATE:

Apr 8, 2025

**TIPS Contract# 230202**

**Prepared For:**

**City of Mission**

Mission Police Department  
1200 E 8th St  
Mission, TX 78572

**Your Safeguard Team:**

**Stephanie Mena**

*Inside Sales Representative*

stephanie@teleprocommunications.com

Payment Terms	Valid Through
NET 30	May 9, 2025

Here is the quote you requested.

Job Description: Provision and replacement of Fire Alarm System with no Graphic Displays. Includes submittals to Fire Marshal.

Does not include Smoke Control.

Qty	Description	Unit Price	Ext. Price
1	Siemens FC922-US Fire Alarm Panel 252-PT System	\$906.55	\$906.55
1	Siemens FHK2002-U3 Enclosure, Black	\$336.93	\$336.93
1	Siemens FHD2005-U1 Inner Door (Solid, Black)	\$63.39	\$63.39
1	Siemens FCA2015-U1 Dialer Module	\$214.18	\$214.18
1	Siemens FT2015-U3 Remote Annunciator, Black	\$481.28	\$481.28
1	Siemens FHAMIQKIT-04 MXL-IQ Migration Hardware Kit	\$492.66	\$492.66
1	Siemens FCA2018-U1 Remote Peripheral Module	\$533.59	\$533.59
18	Siemens XMS-D Pull Station	\$100.68	\$1,812.24
33	Siemens OP921 Smoke Detector	\$60.29	\$1,989.57
2	Siemens HI921 Heat Detector	\$58.45	\$116.90

Qty	Description	Unit Price	Ext. Price
24	Siemens DB-11 Detector Base	\$7.46	Item 38.
11	Siemens FDBZ492-HR Duct Housing - 2 Wire with Relay for Addressable Systems	\$114.98	\$1,264.78
11	Siemens FDBZ492-RTL Remote Test Lamp and Keyswitch for Manual Testing	\$65.24	\$717.64
11	Siemens ST-50 5 FT Sampling Tube	\$23.26	\$255.86
56	Siemens SL2HSWR-F Horn Strobe Wall Red	\$66.36	\$3,716.16
19	Siemens SL2SWR-F Strobe Wall Red	\$49.59	\$942.21
4	Siemens XTRI-S Single Monitor Module	\$70.21	\$280.84
16	Siemens XTRI-R Single Monitor Module with Relay Module	\$91.34	\$1,461.44
1	Siemens XTRI-D Dual Monitor Module	\$91.34	\$91.34
2	Siemens PAD-4-6A Complete 6 AMP PAD-4 KIT	\$496.66	\$993.32
1	Surge PROT. for 120 VOLTS	\$58.79	\$58.79
18	STI STI-1100 Pull Covers	\$85.19	\$1,533.42
1	LTE/IP Single or Dual Path Commercial Fire Communicator	\$193.63	\$193.63
1	Fire Document Box	\$104.60	\$104.60
4	12 VOLT 7 AHR Battery	\$22.81	\$91.24
2	12 VOLT 55 AHR Battery	\$150.35	\$300.70
150	3/4 INCH J HOOK	\$1.10	\$165.00
3	14-2 fplp -- Plenum-rated Solid	\$321.19	\$963.57
1	18-4 fplp -- Plenum	\$267.38	\$267.38
2	18-2 fplp -- Plenum-rated	\$139.29	\$278.58
1	Labor	\$16,575.00	\$16,575.00

Please contact me if I can be of further assistance.

SubTotal	\$37,381.83
Tax	\$0.00
Shipping	\$0.00
<b>TOTAL</b>	<b>\$37,381.83</b>



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025  
**PRESENTED BY:** Juan Pablo "JP" Terrazas, Assistant City Manager  
**AGENDA ITEM:** Authorization for the provision and replacement of graphic displays located at the City of Mission Police Department via TIPS Contract #230202 in the amount of \$44,443.16 - Terrazas

### NATURE OF REQUEST:

Staff is seeking authorization for the provision and replacement of graphic displays pertaining to the fire alarm systems located at the City of Mission Police Department (1200 E 8<sup>th</sup> St). Provision will be done via TIPS Contract #230202.

**BUGETED:** Yes **FUND:** General Fund **ACCT. #:** 01-415-44610

**BUDGET:** \$150,000.00 **EST. COST:** \$44,443.16 **CURRENT BUDGET BALANCE:** \$68,444.00

**BID AMOUNT:** \$44,443.16

### STAFF RECOMMENDATION:

Approval

**Departmental Approval:** Purchasing, Finance

**Advisory Board Recommendation:** N/A

**City Manager's Recommendation:** Approval *MRP*

**RECORD OF VOTE:** **APPROVED:** \_\_\_\_\_

**DISAPPROVED:** \_\_\_\_\_

**TABLED:** \_\_\_\_\_

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_





**SafeGuard Fire & Security**  
12005 N Bryan Rd.  
Mission, TX 78573

QUOTE #:

Item 39.

DATE:

Apr 8, 2025

**TIPS Contract# 230202**

**Prepared For:**

**City of Mission**

Mission Police Department  
1200 E 8th St  
Mission, TX 78572

**Your Safeguard Team:**

**Stephanie Mena**

*Inside Sales Representative*

stephanie@teleprocommunications.com

Payment Terms	Valid Through
NET 30	May 9, 2025

Here is the quote you requested.

Job Description: Provision and replacement of Graphic Displays. Includes submittals to Fire Marshal.

Does not include Smoke Control.

Qty	Description	Unit Price	Ext. Price
8	Siemens FT2007-U1 Graphics Driver	\$295.41	\$2,363.28
2	Graphic Displays	\$12,318.75	\$24,637.50
1	18-4 fplp - Plenum	\$267.38	\$267.38
1	Labor	\$17,175.00	\$17,175.00

Please contact me if I can be of further assistance.

SubTotal	\$44,443.16
Tax	\$0.00
Shipping	\$0.00
<b>TOTAL</b>	<b>\$44,443.16</b>



Printed 8 April 2025

## SAFEGUARD FIRE

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM  
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	12005 N. Bryan Rd	NAME Charlie Martin
CITY	Mission	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
ZIP	78573	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: N

### SERVING STATES

TX

### Overview

*Provide, install, service, and monitor fire alarm, intrusion alarm, access control, and intercom systems.*

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
230202	Security Systems Products and Services	04/30/2026	CFV

CONTACTS BY CONTRACTS

230202

Edgar Rodriguez	Project Estimator	(956) 618-7233	erodriguez@safeguardsecurity.us
Daniel Backhaus	Project Manager	(956) 618-7233	daniel@safeguardsecurity.us



## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025

**PRESENTED BY:** Xavier Cervantes, Director of Planning

**AGENDA ITEM:** To Consider a Rezoning request from Single Family Residential District ("R-1") to General Business District ("C-3") for the West 64.4 feet of Lots 5 & 6, Block 85, Original Townsite of Mission Subdivision, located at the Northeast corner of Keralum Avenue and East 5th Street (Rafael Ramirez Street), Applicant: Alicia Castillo, Adoption of Ordinance # \_\_\_\_\_ - Cervantes

### NATURE OF REQUEST:

#### Project Timeline:

- March 11, 2025 – Application for rezoning was submitted to the City
- March 21, 2025 – in accordance with State and local law, notice of the required public hearing was published in the Progress Times.
- March 21, 2025 – in accordance with State and local law, notice of required public hearings mailed to all property owners within 200' of subject tract.
- April 2, 2025 – Public Hearing and consideration of the rezoning request by the Planning and Zoning Commission. There was no opposition from the surrounding property owners. The P&Z Board recommended denial to the C-3 but recommended approval of a C-2 (Neighborhood Commercial District).
- April 14, 2025 – Public Hearing and consideration of the rezoning ordinance by City Council

#### Summary:

- The applicant is requesting to rezone the subject property from Single-family Residential District ("R-1") to General Business District ("C-3") to allow a commercial business in the property.
- The subject property measures 64.40 feet along Rafael Ramirez Street and 100 feet along Keralum Avenue for a total of 6,440.00 square feet. There are no minimum lot dimensions for lots in the "C-3" district.
- There is a commercial building in the subject property that measures 40 feet by 60 feet for a total of 2,000 square feet. The building was built in the year 1974 as per the records of the Hidalgo County Appraisal District.
- The surrounding zones consist of Single-family Residential District ("R-1") in all directions
- The surrounding land uses consist of single-family homes to the East and North, Multifamily Residential to the West and a church to the South
- The future land use map designates this property as Low Density Residential
- The entire neighborhood was rezoned to Single-family Residential district ("R-1") during comprehensive rezoning in the year 2005.
- A list of permitted and conditional uses for the C-3, C-2 and C-1 commercial zones is included.

- Staff mailed out (26) legal notices to surrounding property owners. The Planning Staff has received any objections to the rezoning request from surrounding property owners.

Item 40.

**STAFF RECOMMENDATION:**

Approval

**Departmental Approval:** Approval

**Advisory Board Recommendation:** P&Z recommended approval of a C-2 (Neighborhood Commercial District)

**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 FOR THE WEST 64.4 FEET OF LOTS 5 & 6, BLOCK 85,  
ORIGINAL TOWNSITE OF MISSION SUBDIVISION, LOCATED AT THE NORTHEAST  
CORNER OF KERALUM AVENUE AND EAST 5<sup>TH</sup> STREET (RAFAEL RAMIREZ STREET),  
FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-2 (NEIGHBORHOOD COMMERCIAL)**

WHEREAS, the City Council of the City of Mission finds that during consideration of the rezoning request of April 2, 2025, 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 5:30 p.m. Monday, April 14, 2025, 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:

<b>Legal Description</b>	<b>From</b>	<b>To</b>
The West 64.4 feet of Lots 5 & 6, Block 85, Original Townsite of Mission Subdivision	R-1	C-2

READ, CONSIDERED AND PASSED, this the 14<sup>th</sup> day of April, 2025.

\_\_\_\_\_  
Norie Gonzalez Garza, Mayor

ATTEST:

\_\_\_\_\_  
Anna Carrillo, City Secretary



# CITY OF MISSION

## AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 2, 2025

**PRESENTED BY:** Xavier Cervantes, Director of Planning

**AGENDA ITEM:** To Consider a Rezoning request from Single Family Residential District (“R-1”) to General Business District (“C-3”) for the West 64.4 feet of Lots 5 & 6, Block 85, Original Townsite of Mission Subdivision, located at the Northeast corner of Keralum Avenue and East 5th Street (Rafael Ramirez Street), Applicant: Alicia Castillo, Adoption of Ordinance # \_\_\_\_\_ - Cervantes

### NATURE OF REQUEST:

#### Project Timeline:

- March 11, 2025 – Application for rezoning was submitted to the City
- March 21, 2025 – in accordance with State and local law, notice of the required public hearing was published in the Progress Times.
- March 21, 2025 – in accordance with State and local law, notice of required public hearings mailed to all property owners within 200’ of subject tract.
- April 2, 2025 – Public Hearing and consideration of the rezoning request by the Planning and Zoning Commission
- April 14, 2025 – Public Hearing and consideration of the rezoning ordinance by City Council

#### Summary:

- The applicant is requesting to rezone the subject property from Single-family Residential District (“R-1”) to General Business District (“C-3”) to allow a commercial business in the property. **(ATTACHMENT I).**
- The subject property measures 64.40 feet along Rafael Ramirez Street and 100 feet along Keralum Avenue for a total of 6,440.00 square feet. There are no minimum lot dimensions for lots in the “C-3” district. **(ATTACHMENT II).**
- There is a commercial building in the subject property that measures 40 feet by 60 feet for a total of 2,000 square feet. The building was built in the year 1974 as per the records of the Hidalgo County Appraisal District. **(ATTACHMENT II).**
- The surrounding zones consist of Single-family Residential District (“R-1”) in all directions **(ATTACHMENT III).**
- The surrounding land uses consist of single-family homes to the East and North, Multifamily Residential to the West and a church to the South **(ATTACHMENT IV).**
- The future land use map designates this property as Low Density Residential **(ATTACHMENT V).**
- The entire neighborhood was rezoned to Single-family Residential district (“R-1”) during comprehensive rezoning in the year 2005.
- A list of permitted and conditional uses for the C-3, C-2 and C-1 commercial zones is included **(ATTACHMENT VI).**



- Staff mailed out (26) legal notices to surrounding property owners. The Planning Staff has not received any objections to the rezoning request from surrounding property owners.

**STAFF RECOMMENDATION:**

Approval

---

**RECORD OF VOTE:**

**APPROVED:** \_\_\_\_\_

**DISAPPROVED:** \_\_\_\_\_

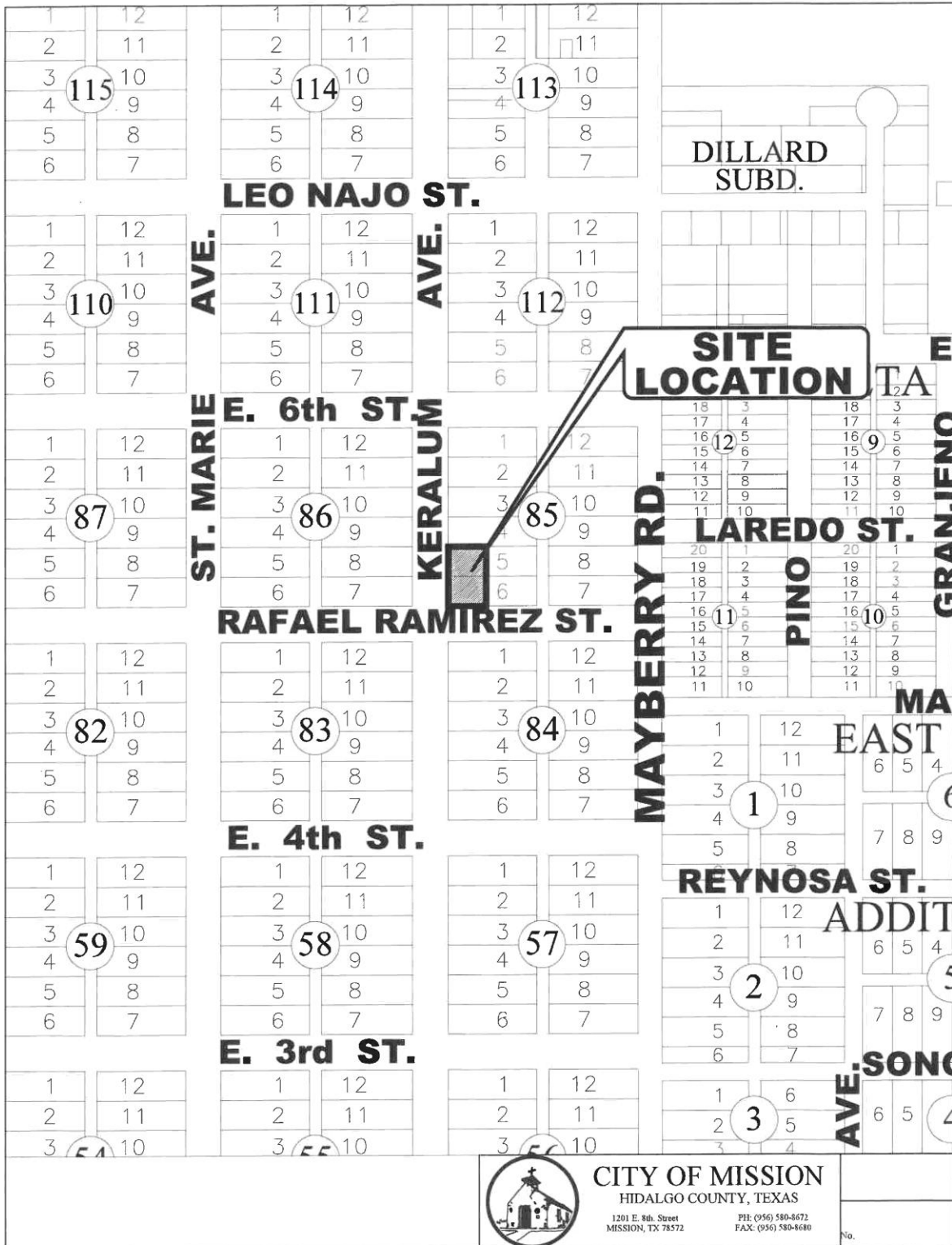
**TABLED:** \_\_\_\_\_


\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_

**ATTACHMENT - I LEGAL NOITICE**



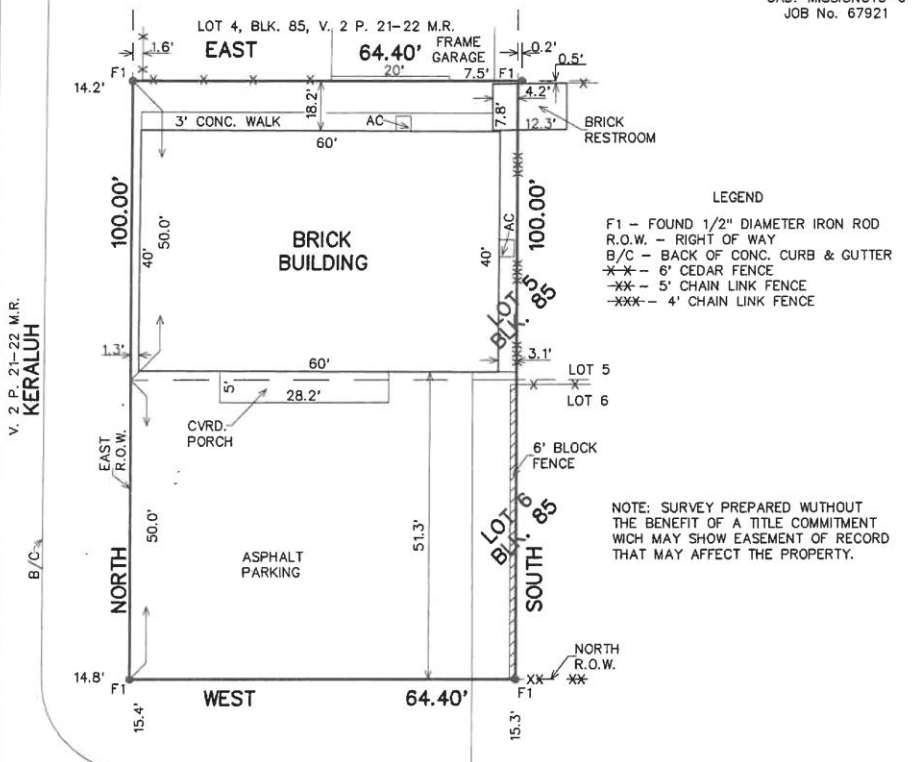


**PEÑA ENGINEERING**  
 FIRM #10087200 • 1001 WHITEWING • P.O. BOX 4320  
 (956) 682-8812 • McALLEN, TEXAS 78502 • FAX (956) 631-PENA

NOTE: BASIS OF BEARING  
 THE WEST LINE OF LOTS  
 5 & 6, ORIGINAL TOWNSITE  
 OF MISSION, V. 2 P. 21-  
 22 M.R.

SCALE: 1"=20'  
 CAD: MISSION05-6  
 JOB No. 67921

LOT 4, BLK. 85, V. 2 P. 21-22 M.R.



BRICK BUILDING  
 ASPHALT PARKING  
 LOT 5  
 LOT 6  
 NORTH R.O.W.

**RAFAEL RAMIREZ**  
 V. 2 P. 21-22 M.R.

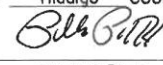
BUYER'S NAME: ALICIA A. CASTILLO

FLOOD ZONE: By GRAPHICAL PLOTTING Community Panel No. 480345 0005 C  
 Map Revised: November 20, 1991

☐ Zone "A" - This is to certify that this property is in a flood prone area.  
☐ Zone "B" - This is to certify that this property is not in a flood prone area. However limits between the 100 year and 500 year flood are subject to flooding with average depths less than one foot.  
☒ Zone "C" - This is to certify that this property is not in a flood prone area.

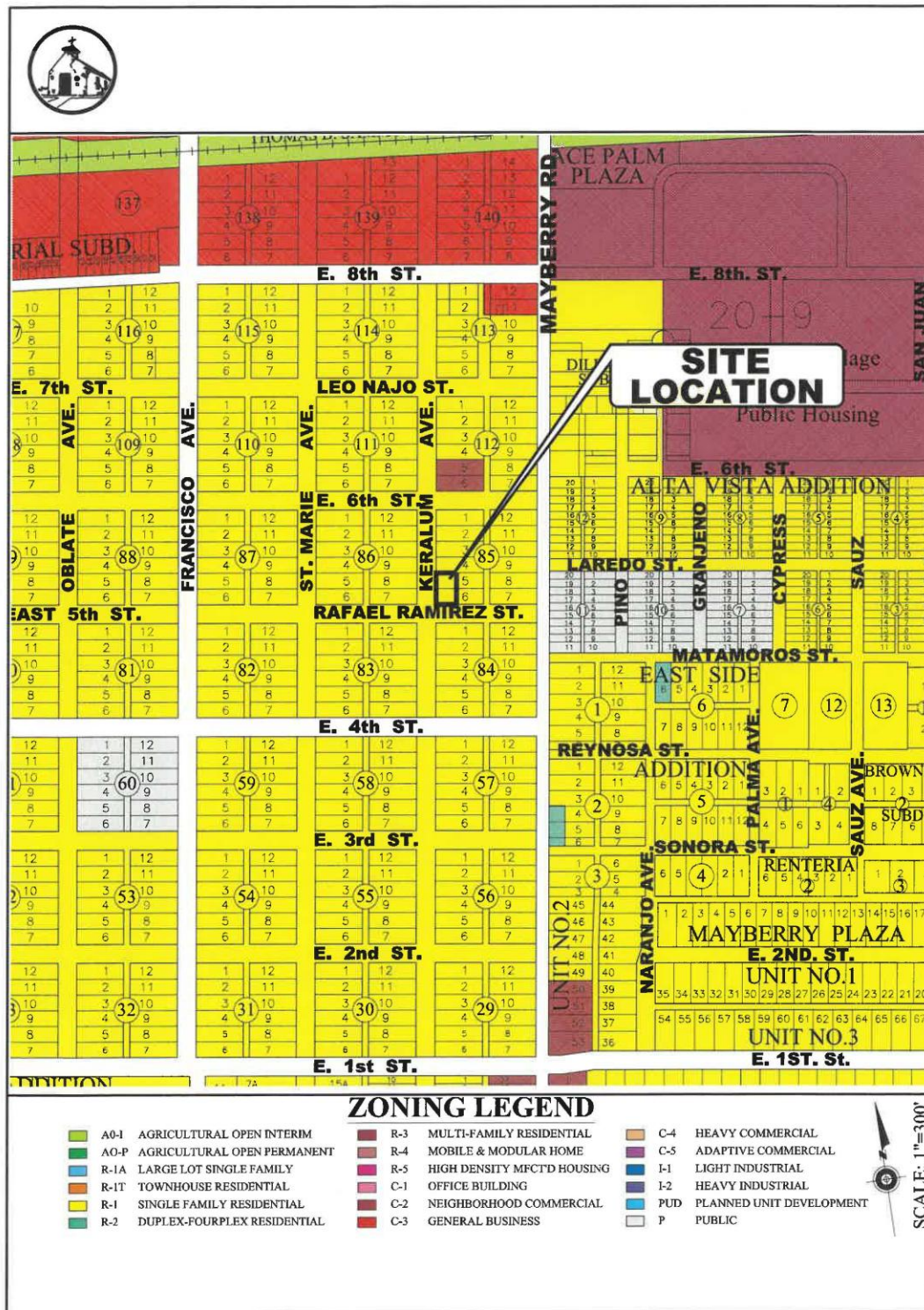
I certify that this plat represents the facts found on the ground at the time of survey and that there are no visible or apparent easements, discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or overlapping of improvements or visible easements except as shown on this plat. No subsurface utilities or service connections are shown, © copyright 2019 PENA ENGINEERING this survey was provided in multiple originals solely for the borrower named hereon, in conjunction with the original transaction which shall take place within 6 months after the survey was provided. No license has been created or implied copy this Survey. Survey valid only if print has original seal and signature.  
 ADDRESS: 701 E. Rafael Ramirez Mission, TX

LEGAL DESCRIPTION: The WEST 64.4 feet of Lots 5 & 6, Block 85, ORIGINAL TOWNSITE OF MISSION, Hidalgo County, Texas,  
 ACCORDING TO THE MAP RECORDED IN VOLUME 2 PAGE 21-22  
 OF THE Map RECORDS OF Hidalgo COUNTY, TEXAS.

  
 PABLO PEÑA III  
 REG. PROFESSIONAL LAND SURVEYOR No. 5242

12-30-2019  
 DATE

## ATTACHMENT III - ZONING MAP



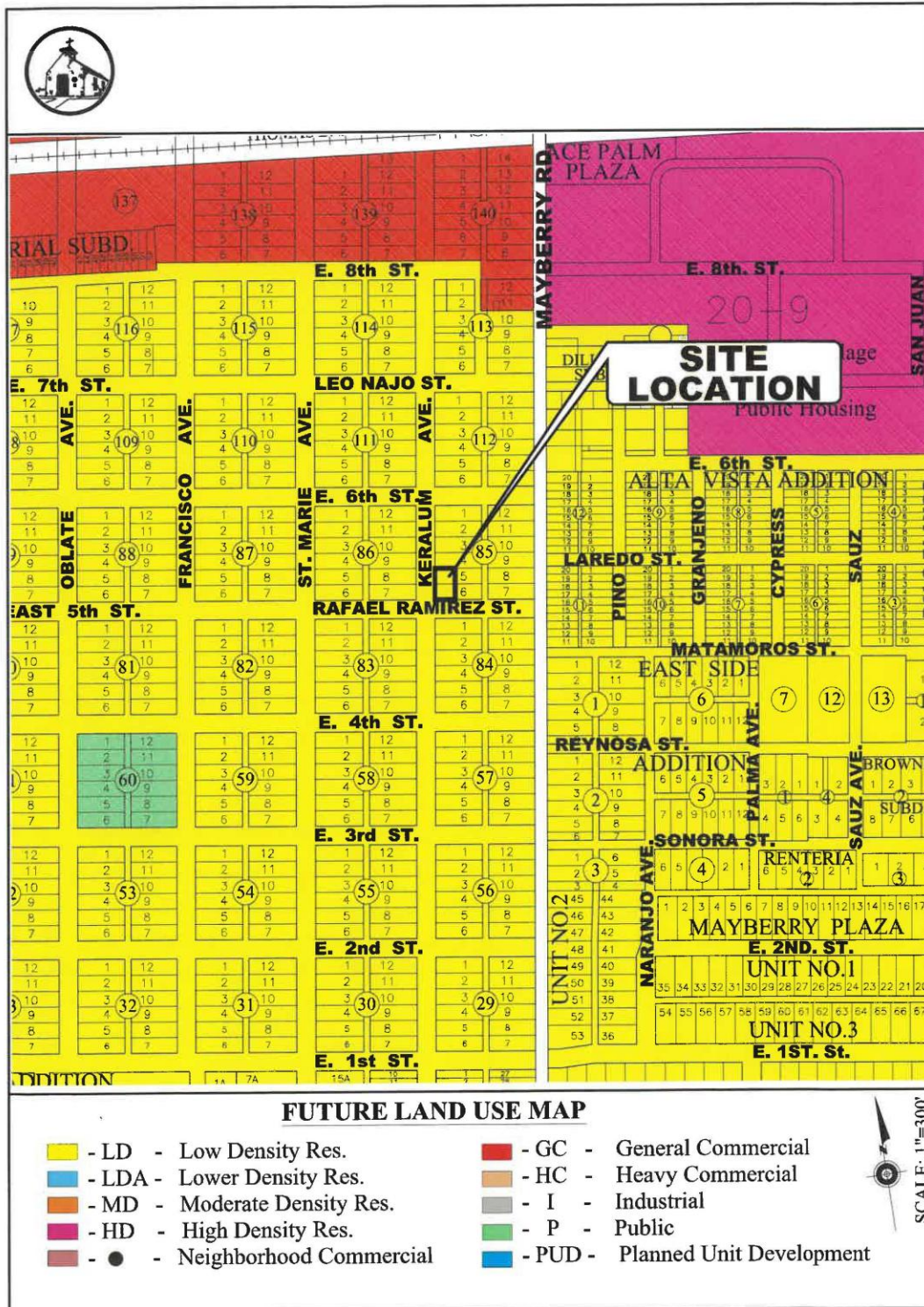


ATTACHMENT IV - AERIAL





## ATTACHMENT V - FUTURE LAND USE MAP





## SITE PHOTO





## ATTACHMENT VI– Permitted and Conditional Uses

### GENERAL BUSINESS DISTRICT (“C-3”)

#### PERMITTED USES

- All uses permitted in C-1 and C-2
- Any retail business except for lumberyards or contractor yard, farm equipment or other heavy equipment sales, general warehousing.
- Hotel, motel and restaurants
- Printing, publishing, and allied products manufacturing
- Rail and motor vehicle transportation passenger terminals
- Telephone, television, radio or similar media stations but not including public microwave, radio and television towers.
- Any wholesale trade accessory to any permitted retail operation except for agricultural products
- Signs
- Automotive repair, paint and body shops
- Credit access business but not within 1,500 feet of another credit access business
- In the Original Townsite R-3 uses

#### CONDITIONAL USES

- R-3 uses except mobile homes
- Gasoline service stations
- Drive-thru service window for food establishment
- Planned shopping centers
- Restaurants that serve liquor for on-premise consumption
- Bars, cocktail lounges, taverns, saloons, dance halls or nightclubs
- Amusement parks, circus or carnival grounds
- Portable buildings
- Light industry uses
- Telephone, radio or television towers
- Crematoriums in association with a funeral home establishment
- Indoor gun shooting range
- Mobile food units
- Storage unit facilities
- BYOB establishments

#### PROHIBITED USES

- Any use not listed above

## ATTACHMENT VI – Permitted and Conditional Uses

### NEIGHBORHOOD COMMERCIAL DISTRICT (“C-2”)

#### PERMITTED USES

- Generally recognized retail businesses which supply commodities on the premises for persons residing in adjacent residential areas such as groceries, meats, dairy products, baked goods, clothing or hardware and similar uses
- Personal services establishments which perform services on the premises such as: Repair shops, tailor shops, beauty parlors or barber shops, photographic studios and self-service laundries but not automotive repair services
- Dry cleaning establishments or pick up stations dealing directly with the consumer
- Personal services including the following: Outpatient medical clinics, offices of doctors, dentists and similar professions
- Accessory uses related to a principal use above
- On-premise signs
- Daycare services
- Changeable copy signs not along the expressway corridor
- In the Original Townsite R-3 uses are permitted.

#### CONDITIONAL USES

- R-3 uses except for mobile homes
- Gasoline service stations
- Drive thru service window business for food establishments
- Business establishments such as banks, loan companies, insurance, and real estate offices
- Restaurants or bars
- Planned neighborhood convenience centers
- Accessory structures and uses incidental to the permitted uses above
- Portable buildings
- Household goods, warehousing or storage by individuals in rented storage units
- Veterinary hospitals or clinics all in an enclosed building with no noise or odor outside
- Telephone, radio or tv communication towers
- Limousine rental services
- Mobile food units
- Storage unit facilities

#### PROHIBITED USES

- Any use not listed above
- Off-premise signs

**ATTACHMENT VI – Permitted and Conditional Uses****OFFICE BUILDING DISTRICT (“C-1”)****PERMITTED USES**

- Office building for professional occupations including: executive, administrative, legal accounting, writing, clerical, drafting and real estate
- Medical offices, including clinics, where all activities are conducted within an enclosed building
- An accessory use related to a principal use above
- Parking lots
- On-premise signs
- Additions to existing residences including accessory buildings
- Photographic studies including incidental sale of related merchandise
- In the Original Townsite R-3 uses are permitted.

**CONDITIONAL USES**

- All R-3 uses except for mobile homes
- Funeral homes
- Banks, credit unions, and savings and loans associations
- Household goods, warehousing or storage in individually rented storage units
- Telephone, radio or tv communication towers
- Hair salon service
- Detached pharmacy buildings
- Antique shop
- Tutoring and/or kindergarten services
- Drive-thru service window business for food establishments
- Mobile food units
- Storage unit facilities

**PROHIBITED USES**

- Any use not listed above
- Off-premise signs

## MAILOUT LIST

M5200-00-083-0010-00 ( 239222)  
CRUZ MARIA & SANDRA I ANDRADE  
A/K/A ALVAREZ  
415 N KERALUM AVE  
MISSION TX 78572

M5200-00-084-0001-00 ( 239226)  
CHURCH OF GOD OF PROPHECY OF  
SEVERO G & ELVIRA S CHAPA TRST  
1000 OBLATE AVE  
MISSION TX 78572

M5200-00-084-0010-00 ( 239235)  
CANO ERNESTO & MARIA DE LA LUZ  
415 N MAYBERRY STREET  
MISSION TX 78572

M5200-00-085-0001-00 ( 239238)  
SERVELLON DAVID & VELMA LEE  
OLIVAREZ  
518 N KERALUM AVE  
MISSION TX 78572

M5200-00-085-0004-00 ( 239241)  
ESPINOSA JOSE LUIS  
506 N KERALUM AVE  
MISSION TX 78572

M5200-00-085-0006-00 ( 239243)  
VELA JOSE & EMMA  
703 E RAFAEL RAMIREZ  
MISSION TX 78572

M5200-00-085-0009-00 ( 239246)  
OLIVAREZ AGUSTIN & MARIA B  
509 N MAYBERRY ST  
MISSION TX 78572

M5200-00-086-0007-00 ( 239255)  
DILLARD GILBERT JR  
2809 PUEBLO DEL NORTE CT  
MISSION TX 78574

M5200-00-086-0011-00 ( 239259)  
DILLARD GILBERT JR  
2809 PUEBLO DEL NORTE CT  
MISSION TX 78574

M5200-00-083-0011-00 ( 239223)  
VILLARREAL MARIA E & JUAN JOSE  
1007 E 2ND ST  
MISSION TX 78572

M5200-00-084-0002-00 ( 239227)  
HERRERA VELMA  
414 N KERALUM AVE  
MISSION TX 78572

M5200-00-084-0011-00 ( 239236)  
MARTINEZ ANGEL & AIDA  
417 N MAYBERRY ST  
MISSION TX 78572

M5200-00-085-0002-00 ( 239239)  
CASTILLO ALICIA A  
2202 NICOLE DR  
MISSION TX 78574

M5200-00-085-0005-00 ( 239242)  
VELA JOSE  
703 E 5TH ST  
MISSION TX 78572

M5200-00-085-0007-00 ( 239244)  
SANTILLAN ROBERTO  
1401 BETTY DR  
MISSION TX 78572

M5200-00-085-0011-00 ( 239247)  
LUNA RUBEN  
519 N MAYBERRY ST  
MISSION TX 78572

M5200-00-086-0008-00 ( 239256)  
DILLARD GILBERT JR  
2809 PUEBLO DEL NORTE CT  
MISSION TX 78574

M5200-00-086-0012-00 ( 239260)  
DILLARD GILBERT JR  
2809 PUEBLO DEL NORTE CT  
MISSION TX 78574

M5200-00-083-0012-00 ( 239224)  
VILLARREAL RAFAEL G Jr  
421 N KERALUM AVE  
MISSION TX 78572

M5200-00-084-0003-00 ( 239228)  
PEREZ JOSE G & PAULA DURAN  
CASTILLO  
412 N KERALUM AVE  
MISSION TX 78572

M5200-00-084-0012-00 ( 239237)  
SANCHEZ JACOB  
325 E 11TH ST A  
LA JOYA TX 78560

M5200-00-085-0003-00 ( 239240)  
BAZALDUA DIONICIO  
508 N KERALUM AVE  
MISSION TX 78572

M5200-00-085-0005-05 ( 573641)  
CASTILLO ALICIA A  
2202 NICOLE DR  
MISSION TX 78574

M5200-00-085-0008-00 ( 239245)  
RAMIREZ BENITO & CLAUDIA M  
505 N MAYBERRY ST  
MISSION TX 78572

M5200-00-085-0012-00 ( 239248)  
MURILLO AURORA GARZA  
6614 AMBERWOOD DR  
SAN ANTONIO TX 78242

M5200-00-086-0009-00 ( 239257)  
CAVAZOS MANUEL C & GUADALUPE  
509 N KERALUM AVE  
MISSION TX 78572

## ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS  
GRANTING A REZONING FOR THE WEST 64.4 FEET OF LOTS 5 & 6, BLOCK 85,  
ORIGINAL TOWNSITE OF MISSION SUBDIVISION, LOCATED AT THE NORTHEAST  
CORNER OF KERALUM AVENUE AND EAST 5<sup>TH</sup> STREET (RAFAEL RAMIREZ STREET),  
FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-3 (GENERAL BUSINESS)**

WHEREAS, the City Council of the City of Mission finds that during consideration of the rezoning request of April 2, 2025, 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 5:30 p.m. Monday, April 14, 2025, 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:

<b>Legal Description</b>	<b>From</b>	<b>To</b>
The West 64.4 feet of Lots 5 & 6, Block 85, Original Townsite of Mission Subdivision	R-1	C-3

READ, CONSIDERED AND PASSED, this the 14<sup>th</sup> day of April, 2025.

\_\_\_\_\_  
Norie Gonzalez Garza, Mayor

ATTEST:

\_\_\_\_\_  
Anna Carrillo, City Secretary



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025

**PRESENTED BY:** Xavier Cervantes, Director of Planning

**AGENDA ITEM:** To Consider a Rezoning request from Single Family Residential District ("R-1") to Duplex-Fourplex District ("R-2") for the West one-half of Lot 63, Mission Acres Subdivision, located at 1004 Washington Avenue, Applicant: Lupe Garcia, Adoption of Ordinance # \_\_\_\_\_ - Cervantes

### NATURE OF REQUEST:

#### Project Timeline:

- March 13, 2025 – Application for rezoning was submitted to the City
- March 21, 2025 – in accordance with State and local law, notice of the required public hearing was published in the Progress Times.
- March 21, 2025 – in accordance with State and local law, notice of required public hearings mailed to all property owners within 200' of subject tract.
- April 2, 2025 – Public hearing and consideration of the rezoning request by the Planning and Zoning Commission. There was no opposition from the surrounding property owners. The board recommended approval.
- April 14, 2025 – Public hearing and consideration of the rezoning ordinance by City Council

#### Summary:

- The applicant is requesting to rezone the subject property from Single Family Residential District ("R-1") to Duplex-fourplex District ("R-2") to allow a fourplex multifamily residential development
- The subject property measures 120.00 feet along Washington Avenue and 150 feet along Barnes Street for a total of 18,000.00 square feet. There is a frame home structure in the subject property that measures 24 feet by 44 feet for a total of approximately 1,056 square feet. The minimum lot size for a fourplex corner lot is 8,200 square feet. The subject property exceeds the minimum lot size by 9,800 square feet.
- The surrounding zones consist of Single-family Residential District ("R-1") to the North, East and South and Duplex-Fourplex Residential District ("R-2") to the West
- The surrounding land uses consist of single-family residential homes in all directions
- The future land use map designates this property as Low Density Residential The requested rezoning is in line with the adopted comprehensive plan
- Staff mailed out (30) legal notices to surrounding property owners. The Planning Staff has not received any objections to the rezoning request from surrounding property owners.

### STAFF RECOMMENDATION

Approval

---

**Departmental Approval:** Approval

---

**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 FOR THE WEST ONE-HALF OF LOT 63, MISSION ACRES  
SUBDIVISION, LOCATED AT 1004 WASHINGTON AVENUE, FROM R-1 (SINGLE FAMILY  
RESIDENTIAL DISTRICT) TO R-2 (DUPLEX-FOURPLEX DISTRICT)**

WHEREAS, the City Council of the City of Mission finds that during consideration of the rezoning request of April 2, 2025, 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 5:30 p.m. Monday, April 14, 2025, 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:

<b>Legal Description</b>	<b>From</b>	<b>To</b>
The Wet one-half of Lot 63, Mission Acres Subdivision	R-1	R-2

READ, CONSIDERED AND PASSED, this the 14<sup>th</sup> day of April, 2025.

\_\_\_\_\_  
Norie Gonzalez Garza, Mayor

ATTEST:

\_\_\_\_\_  
Anna Carrillo, City Secretary



# CITY OF MISSION

## AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 2, 2025

**PRESENTED BY:** Xavier Cervantes, Director of Planning

**AGENDA ITEM:** To Consider a Rezoning request from Single Family Residential District ("R-1") to Duplex-Fourplex District ("R-2") for the West one-half of Lot 63, Mission Acres Subdivision, located at 1004 Washington Avenue, Applicant: Lupe Garcia, Adoption of Ordinance # \_\_\_\_\_ - Cervantes

### NATURE OF REQUEST:

#### Project Timeline:

- March 13, 2025 – Application for rezoning was submitted to the City
- March 21, 2025 – in accordance with State and local law, notice of the required public hearing was published in the Progress Times.
- March 21, 2025 – in accordance with State and local law, notice of required public hearings mailed to all property owners within 200' of subject tract.
- April 2, 2025 – Public hearing and consideration of the rezoning request by the Planning and Zoning Commission
- April 14, 2025 – Public hearing and consideration of the rezoning ordinance by City Council

#### Summary:

- The applicant is requesting to rezone the subject property from Single Family Residential District ("R-1") to Duplex-fourplex District ("R-2") to allow a fourplex multifamily residential development **(ATTACHMENT I)**.
- The subject property measures 120.00 feet along Washington Avenue and 150 feet along Barnes Street for a total of 18,000.00 square feet. There is a frame home structure in the subject property that measures 24 feet by 44 feet for a total of approximately 1,056 square feet. The minimum lot size for a fourplex corner lot is 8,200 square feet. The subject property exceeds the minimum lot size by 9,800 square feet. **(ATTACHMENT II)**.
- The surrounding zones consist of Single-family Residential District ("R-1") to the North, East and South and Duplex-Fourplex Residential District ("R-2") to the West **(ATTACHMENT III)**.
- The surrounding land uses consist of single-family residential homes in all directions **(ATTACHMENT IV)**.
- The future land use map designates this property as Low Density Residential **(ATTACHMENT V)**. The requested rezoning is in line with the adopted comprehensive plan
- Staff mailed out (30) legal notices to surrounding property owners. The Planning Staff has not received any objections to the rezoning request from surrounding property owners.

**STAFF RECOMMENDATION**

Approval

---

**RECORD OF VOTE:**      **APPROVED:** \_\_\_\_\_  
                                 **DISAPPROVED:** \_\_\_\_\_  
                                 **TABLED:** \_\_\_\_\_

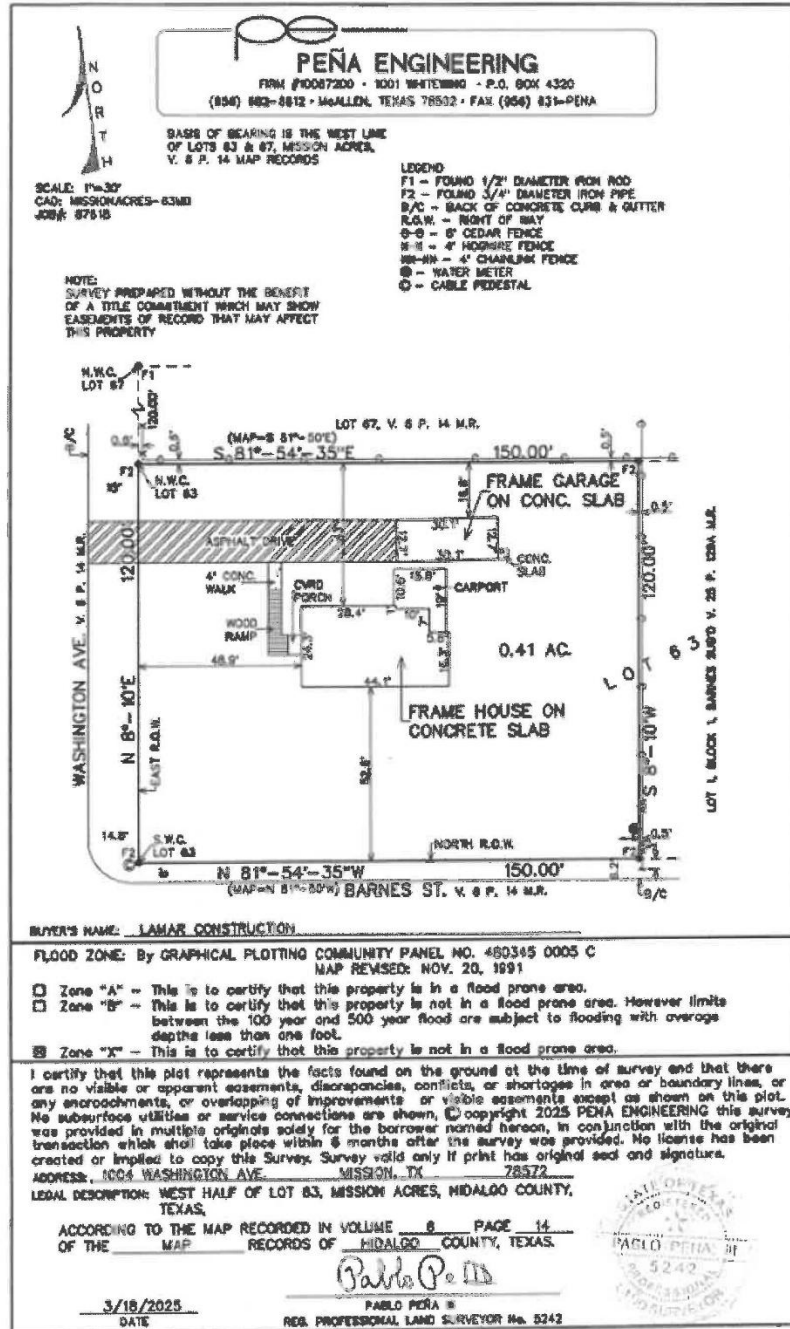
\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

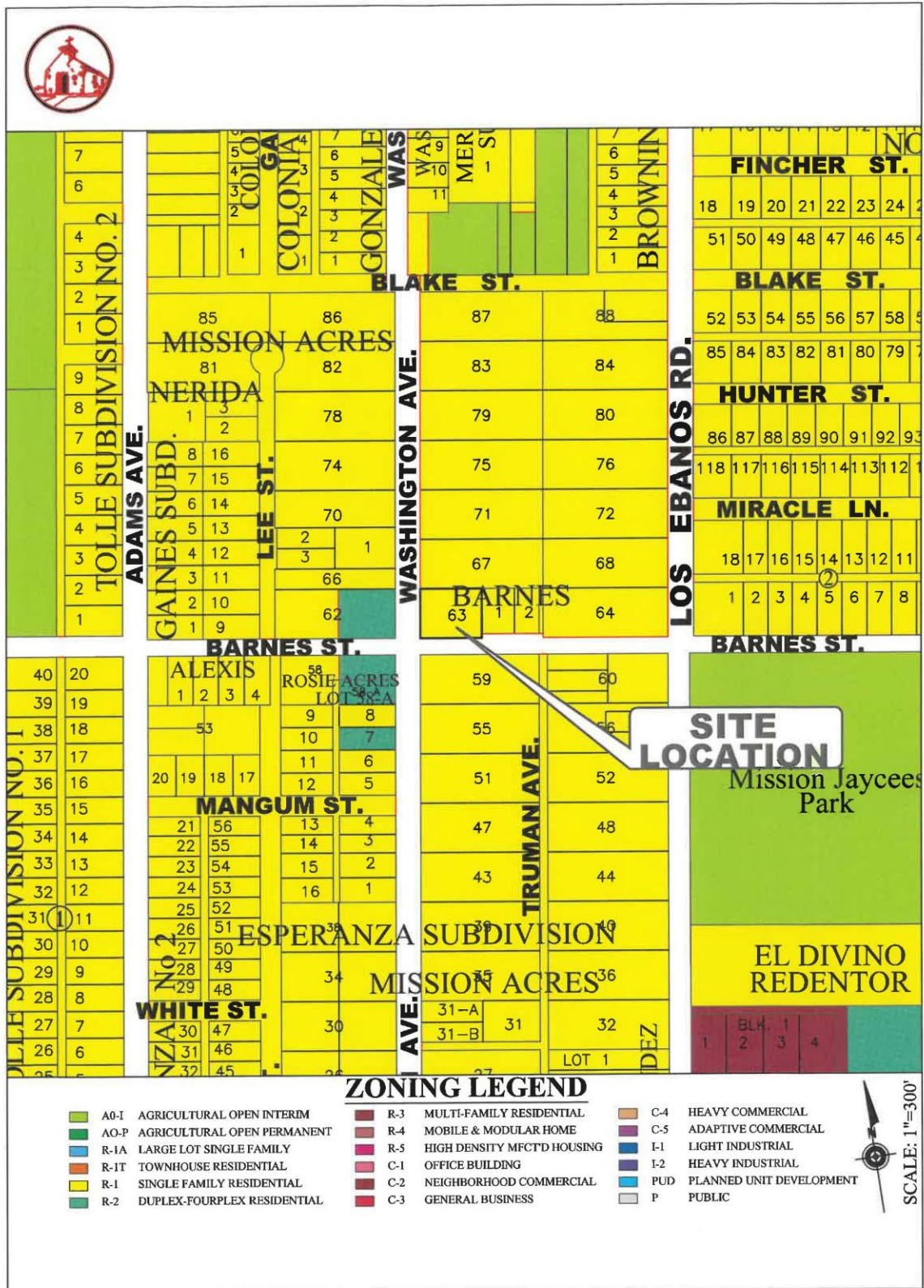
\_\_\_\_\_ DISSENTING \_\_\_\_\_

## ATTACHMENT I – LEGAL NOTICE MAP





## ATTACHMENT III - ZONING MAP



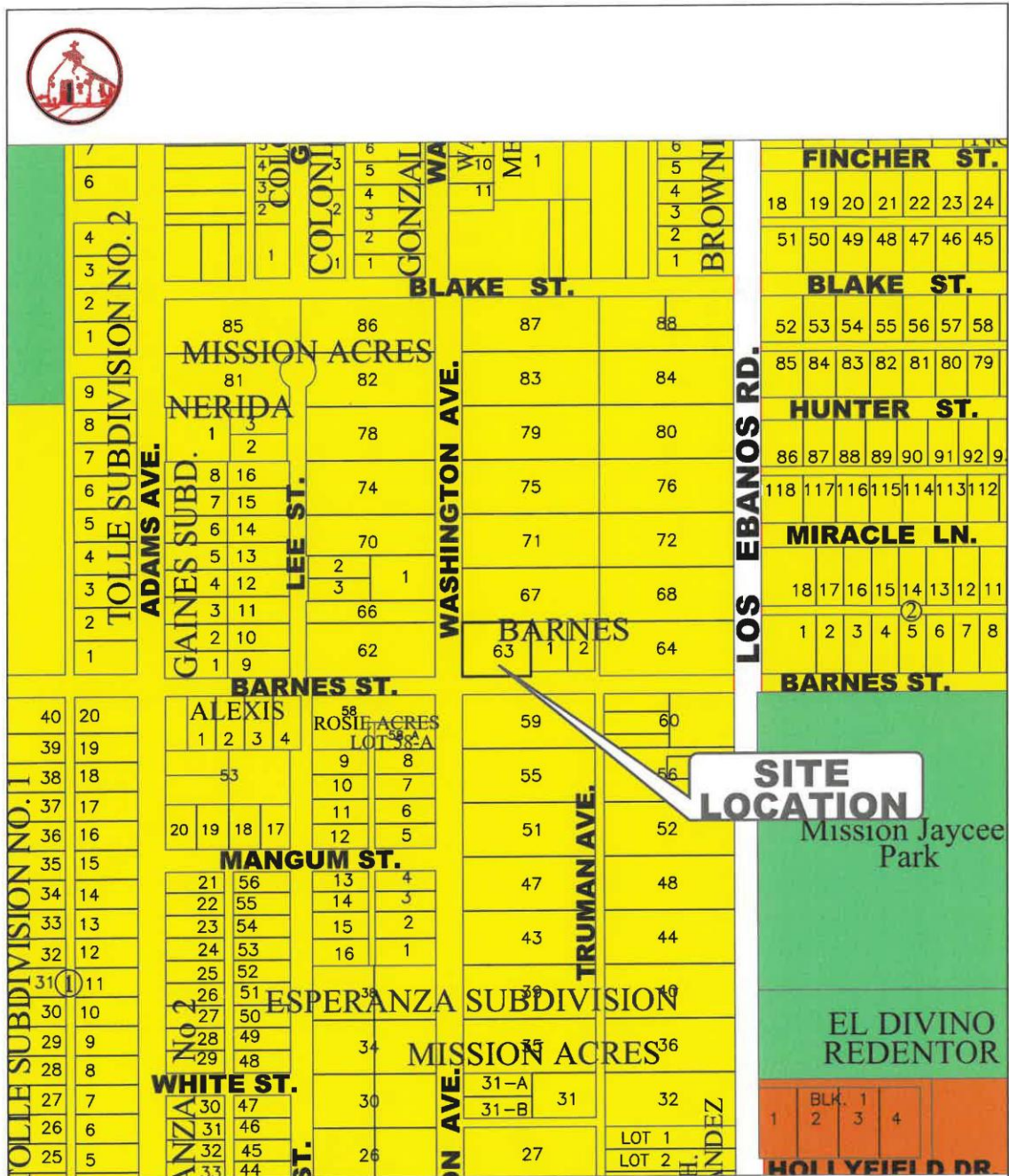


ATTACHMENT IV - AERIAL













## ATTACHMENT V - FUTURE LAND USE MAP



## FUTURE LAND USE MAP

-  - LD - Low Density Res.       - GC - General Commercial  
 - LDA - Lower Density Res.       - HC - Heavy Commercial  
 - MD - Moderate Density Res.       - I - Industrial  
 - HD - High Density Res.       - P - Public  
 - ● - Neighborhood Commercial       - PUD - Planned Unit Development

SCALE: 1"=300'



**SITE PHOTO FROM WASHINGTON AVENUE**





**SITE PHOTO FROM BARNES STREET**





## MAIL OUT LIST

(237960)  
GARZA CONSUELO M &  
JOSE F GARZA ETAL  
611 N SAINT MARIE ST  
MISSION TX US 78572-5655

(237954)  
RIOS RAUL  
1007 WASHINGTON ST  
MISSION TX US 78572-3423

(20830548)  
CARDOZA NOEMI LERMA  
1001 WASHINGTON ST  
MISSION TX US 78572-3423

(171093)  
GAMEZ GERARDO & LAURA  
993 WASHINGTON ST  
MISSION TX US 78572-3434

(237957)  
GARCIA CONRADO & MARIA D S  
1014 WASHINGTON ST  
MISSION TX US 78572-3424

(122295)  
GARCIA NORMA O  
1513 BARNES ST  
MISSION TX US 78572-3405

(237968)  
GARCIA RENE & SYLVIA  
1022 WASHINGTON AVE  
MISSION TX US 78572-3424

(237942)  
PALOMARES MARIA NATALIA  
GUTIERREZ C/O JORGE LUIS  
PALOMARES ET AL  
998 WASHINGTON AVE  
MISSION TX US 78572-3422

(237944)  
OLIVARES EDUARDO  
1508 BARNES ST  
MISSION TX US 78572-3406

(237932)  
CERVANTES SANTIAGO  
415 CAVAZOS ST  
EDINBURG TX US 78539-9609

(537262)  
MARIN LAURA MANCERA  
1015 WASHINGTON ST  
MISSION TX US 78572

(237947)  
MARRUFO YOLANDA LERMA  
1001 WASHINGTON ST  
MISSION TX US 78572-3423

(237940)  
GARZA BRIAN ANTONIO  
1604 BARNES ST  
MISSION TX US 78572-3408

(237967)  
GARCIA EVA PENA  
JORGE L & YOLANDA SANCHEZ  
1022 WASHINGTON ST  
MISSION TX US 78572-3424

(237956)  
ALVAREZ ROBERTO J  
1010 WASHINGTON ST  
MISSION TX US 78572-3424

(122296)  
KARR MARIA PENA  
9950 5 ST  
HOUSTON TX US 77064-6200

(237953)  
RODRIGUEZ ENRIQUE R  
6012 RIO GRANDE CARE RD  
EDINBURG TX US 78541-6660

(237943)  
VASQUEZ SALLY A & ROLANDO  
PO BOX 768  
SULLIVAN CITY TX US 78595-0768

(237946)  
BALLEZA HUGO & BELINDA  
994 TRUMAN ST  
MISSION TX US 78572-3444

(237933)  
BALLEZA JOSE A & OFELIA  
989 TRUMAN ST  
MISSION TX US 78572-3446

(237955)  
CARDENAS BALTAZAR  
1014 LEE ST  
MISSION TX US 78572-3430

(237948)  
SALINAS HERACLIO  
1609 BARNES ST  
MISSION TX US 78572-3407

(533961)  
PENA RODRIGO H & KARINA  
1512 ELM DR  
MISSION TX US 78572-4507

(237968)  
GARCIA RENE & SYLVIA  
1022 WASHINGTON AVE  
MISSION TX US 78572-3424

(237949)  
BARRERA HECTOR JAVIER &  
MARIA DEL ROSARIO  
1413 EASTVIEW CIR  
PALMVIEW TX US 78574-0429

(237969)  
SILVA BENITO A & MIREYDA  
RODRIGUEZ SILVA  
1008 DATE LN  
MISSION TX US 78572-6005

(237952)  
CERDA GLORIA L  
1507 BARNES ST  
MISSION TX US 78572-3405

(237941)  
CASTANON VICTOR HUGO JR  
1510 BARNES ST  
MISSION TX US 78572-3406

(237930)  
YBARRA JOSE DAVID  
424 S COUNTY ROAD 1140  
RIVIERA TX US 78379-3526

(237929)  
SALINAS SUJAIIRA C/O SAN  
JUANITA SALINAS & STEPHANIE DE  
LEON  
991 TRUMAN AVE  
MISSION TX US 78572-3446

## ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS  
GRANTING A REZONING FOR THE WEST ONE-HALF OF LOT 63, MISSION ACRES  
SUBDIVISION, LOCATED AT 1004 WASHINGTON AVENUE, FROM R-1 (SINGLE FAMILY  
RESIDENTIAL DISTRICT) TO R-2 (DUPLEX-FOURPLEX DISTRICT)**

WHEREAS, the City Council of the City of Mission finds that during consideration of the rezoning request of April 2, 2025, 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 5:30 p.m. Monday, April 14, 2025, 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:

<b>Legal Description</b>	<b>From</b>	<b>To</b>
The Wet one-half of Lot 63, Mission Acres Subdivision	R-1	R-2

READ, CONSIDERED AND PASSED, this the 14<sup>th</sup> day of April, 2025.

\_\_\_\_\_  
Norie Gonzalez Garza, Mayor

ATTEST:

\_\_\_\_\_  
Anna Carrillo, City Secretary



**MEETING DATE:** April 14, 2025  
**PRESENTED BY:** Xavier Cervantes, Director of Planning  
**AGENDA ITEM:** Conditional Use Permit to build a pool house in a property zoned R-1 (Single Family Residential District) at 1603 E. 21<sup>st</sup> Street, being Lots 1 & 2, Sharywood Manor Subdivision, Applicant: Berenice Mendoza, Adoption of Ordinance # \_\_\_\_ - Cervantes

---

**NATURE OF REQUEST:**

**Project Timeline:**

- February 19, 2025 – Application for Conditional Use Permit (“CUP”) submitted to the City.
- March 6, 2025 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- March 19, 2025 – Public hearing and consideration of requested Conditional Use Permit by the Planning and Zoning Commission (P&Z). P&Z tabled the item due to survey showing the proposed swimming pool not meeting the required setbacks.
- April 2, 2025 – Consideration of requested Conditional Use Permit by the Planning and Zoning Commission (P&Z).
- April 14, 2025 – Public hearing and consideration of requested Conditional Use Permit scheduled before the City Council.

**Summary:**

- The site is located at the Northeast corner of Stewart Road and E. 21<sup>st</sup> Street.
- Per Code of Ordinance, a Pool House requires the approval of a Conditional Use Permit by the City Council.
- The applicant would like to build a 16'x22' pool house to include a bathroom. Access to the site is off of E. 21<sup>st</sup> Street.
- The Planning staff has not received any objections to the request from the surrounding property owners. Staff mailed out (13) legal notices to surrounding property owners.
- In accordance with the zoning ordinance, the P&Z and City Commission may impose requirements and conditions of approval as are needed to ensure that a use requested by a Conditional Use Permit is compatible and complementary to adjacent properties.

**STAFF RECOMMENDATION:**

Staff recommends approval of the request subject to compliance with the following conditions:

- 1) Life of use with the understanding that the permit can be revoked due to non-compliance.
- 2) Must comply with all City Codes (Building and Fire, etc.)
- 3) CUP not transferable to others.
- 4) No kitchen allowed,
- 5) The building cannot be rented out.
- 6) No separate water or electrical meters allowed.

---

**Departmental Approval:** Approval

**Advisory Board Recommendation:** Approval

**City Manager's Recommendation:** Approval *MRP*

**RECORD OF VOTE:**

<b>APPROVED:</b>	_____
<b>DISAPPROVED:</b>	_____
<b>TABLED:</b>	_____

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_



**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS  
GRANTING A CONDITIONAL USE PERMIT TO BUILD A POOL HOUSE,  
1603 E. 21<sup>ST</sup> STREET, BEING LOTS 1 & 2, SHARYWOOD MANOR SUBDIVISION**

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of April 2, 2025, 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, April 14, 2025, 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
1603 E. 21 <sup>st</sup> Street Lots 1 & 2, Sharywood Manor Subdivision	Build a Pool House	<ol style="list-style-type: none"><li>1. Life of Use with the understand that the permit can be revoked due to non-compliance</li><li>2. Must comply with all City Codes (Building and Fire codes, etc.), and</li><li>3. CUP not transferable to others</li><li>4. No kitchen allowed</li><li>5. The building cannot be rented.</li><li>6. No separate water or electricity meters allowed.</li></ol>

READ, CONSIDERED AND PASSED, this the 14<sup>th</sup> day of April, 2025.

\_\_\_\_\_  
Norie Gonzalez Garza, Mayor

ATTEST:

\_\_\_\_\_  
Anna Carrillo, City Secretary

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS  
GRANTING A CONDITIONAL USE PERMIT TO BUILD A POOL HOUSE,  
1603 E. 21<sup>ST</sup> STREET, BEING LOTS 1 & 2, SHARYWOOD MANOR SUBDIVISION**

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WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Monday, April 14, 2025, 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:

<b>Legal Description</b>	<b>Type</b>	<b>Conditions of Approval</b>
1603 E. 21 <sup>st</sup> Street Lots 1 & 2, Sharywood Manor Subdivision	Build a Pool House	<ol style="list-style-type: none"> <li>1. Life of Use with the understand that the permit can be revoked due to non-compliance</li> <li>2. Must comply with all City Codes (Building and Fire codes, etc.), and</li> <li>3. CUP not transferable to others</li> <li>4. No kitchen allowed</li> <li>5. The building cannot be rented.</li> <li>6. No separate water or electricity meters allowed.</li> </ol>

READ, CONSIDERED AND PASSED, this the 14<sup>th</sup> day of April, 2025.

\_\_\_\_\_  
Norie Gonzalez Garza, Mayor

ATTEST:

\_\_\_\_\_  
Anna Carrillo, City Secretary



# CITY OF MISSION

## AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 2, 2025

**PRESENTED BY:** Xavier Cervantes, Director of Planning

**AGENDA ITEM:** Tabled: Conditional Use Permit to build a pool house in a property zoned R-1 (Single Family Residential District) at 1603 E. 21<sup>st</sup> Street, being Lots 1 & 2, Sharywood Manor Subdivision, Applicant: Berenice Mendoza, Adoption of Ordinance # \_\_\_\_ - Cervantes

### NATURE OF REQUEST:

#### Project Timeline:

- February 19, 2025 – Application for Conditional Use Permit (“CUP”) submitted to the City.
- March 6, 2025 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- March 19, 2025 – Public hearing and consideration of requested Conditional Use Permit by the Planning and Zoning Commission (P&Z). P&Z tabled the item due to survey showing the proposed swimming pool not meeting the required setbacks.
- April 2, 2025 – Consideration of requested Conditional Use Permit by the Planning and Zoning Commission (P&Z).
- April 14, 2025 – Public hearing and consideration of requested Conditional Use Permit scheduled before the City Council.

#### Summary:

- The site is located at the Northeast corner of Stewart Road and E. 21<sup>st</sup> Street.
- Per Code of Ordinance, a Pool House requires the approval of a Conditional Use Permit by the City Council.
- The applicant would like to build a 16'x22' pool house to include a bathroom. Access to the site is off of E. 21<sup>st</sup> Street.
- The Planning staff has not received any objections to the request from the surrounding property owners. Staff mailed out (13) legal notices to surrounding property owners.
- In accordance with the zoning ordinance, the P&Z and City Commission may impose requirements and conditions of approval as are needed to ensure that a use requested by a Conditional Use Permit is compatible and complementary to adjacent properties.

### STAFF RECOMMENDATION:

Staff recommends approval of the request subject to compliance with the following conditions:

- 1) Life of use with the understanding that the permit can be revoked due to non-compliance.
- 2) Must comply with all City Codes (Building and Fire, etc.)
- 3) CUP not transferable to others.
- 4) No kitchen allowed,
- 5) The building cannot be rented out.
- 6) No separate water or electrical meters allowed.

**RECORD OF VOTE:**

**APPROVED:**

\_\_\_\_\_

**DISAPPROVED:**

\_\_\_\_\_

**TABLED:**

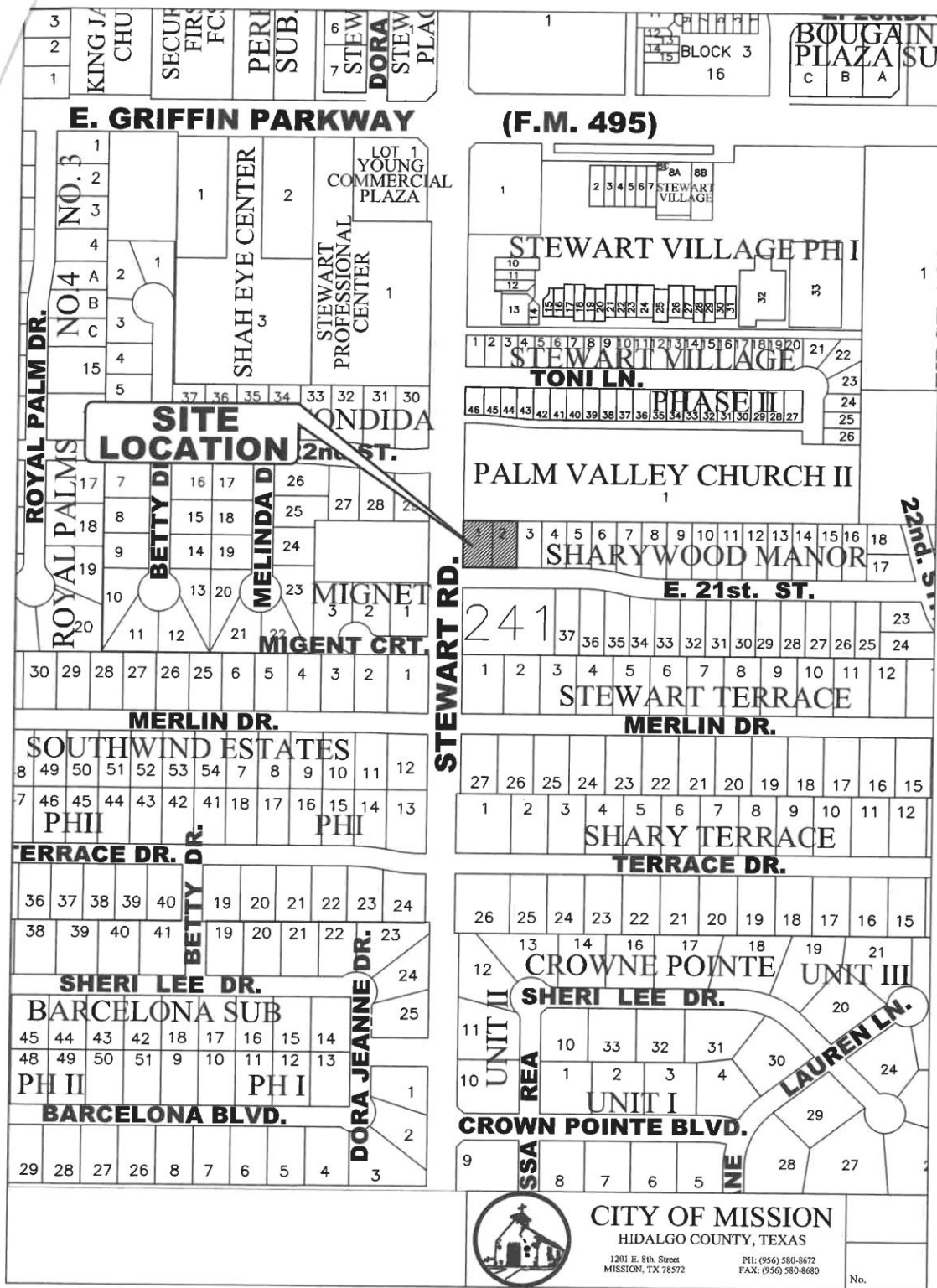
\_\_\_\_\_

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_

# LEGAL NOTICE MAP



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

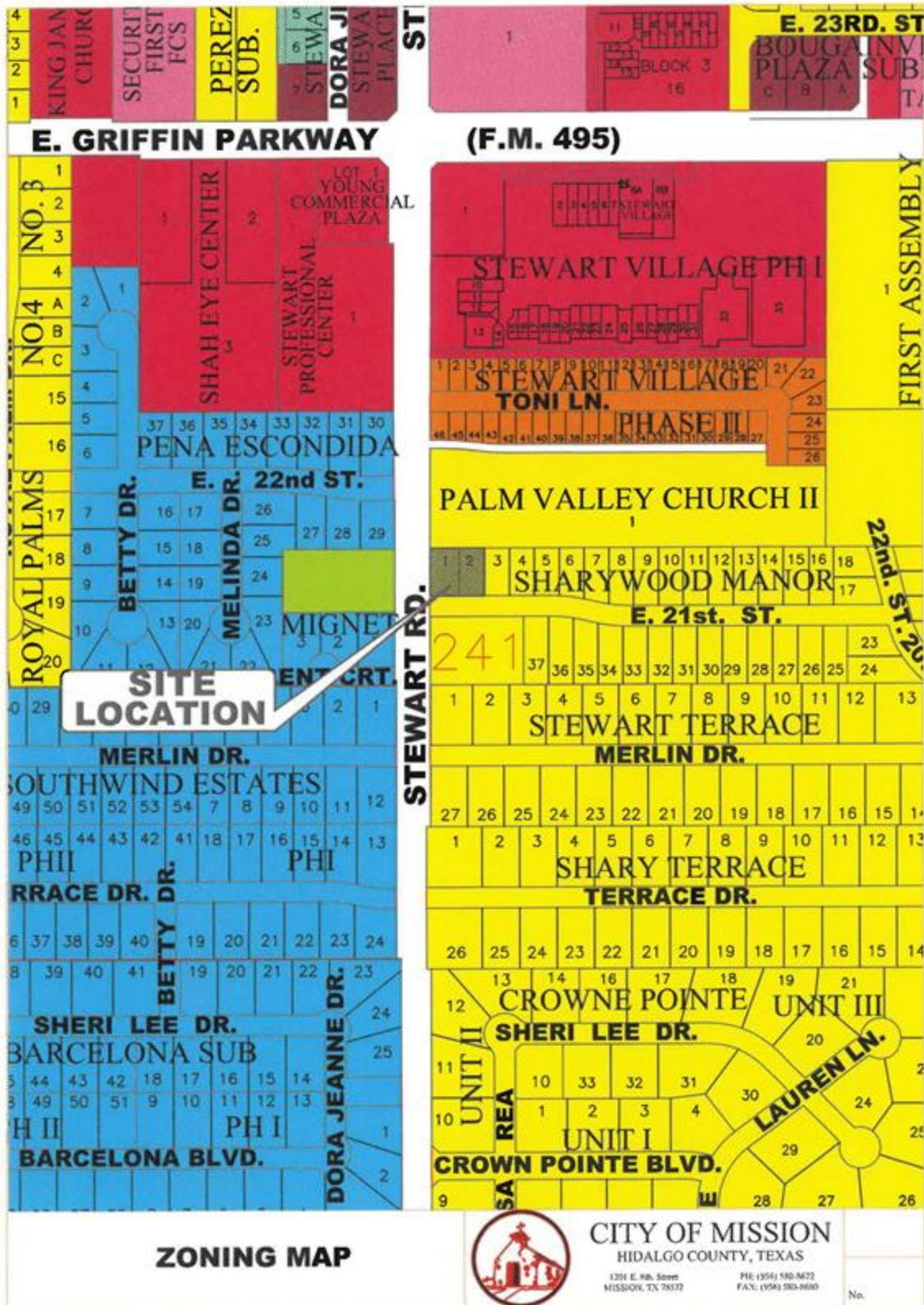
No.

## AERIAL MAP





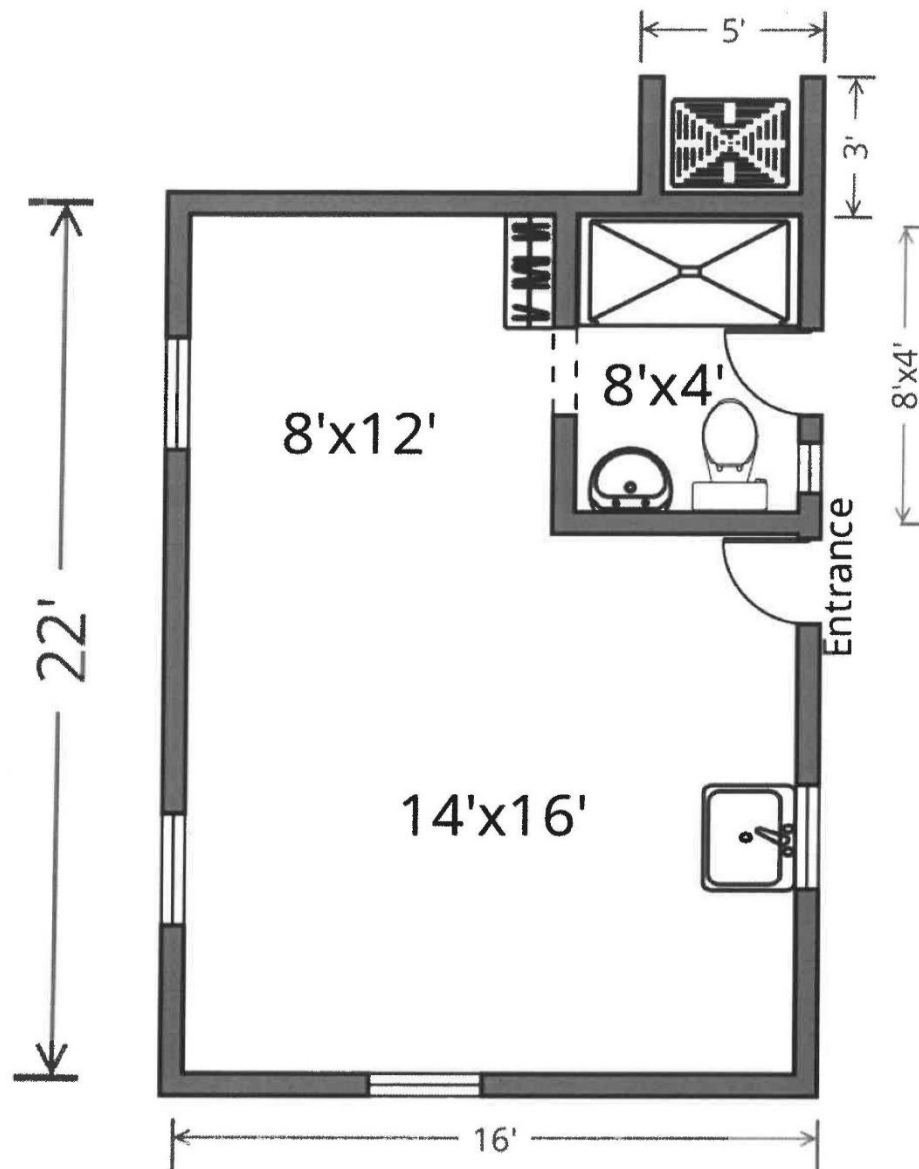
# ZONING MAP



**ATTACHEMENTS (PICTURES)**



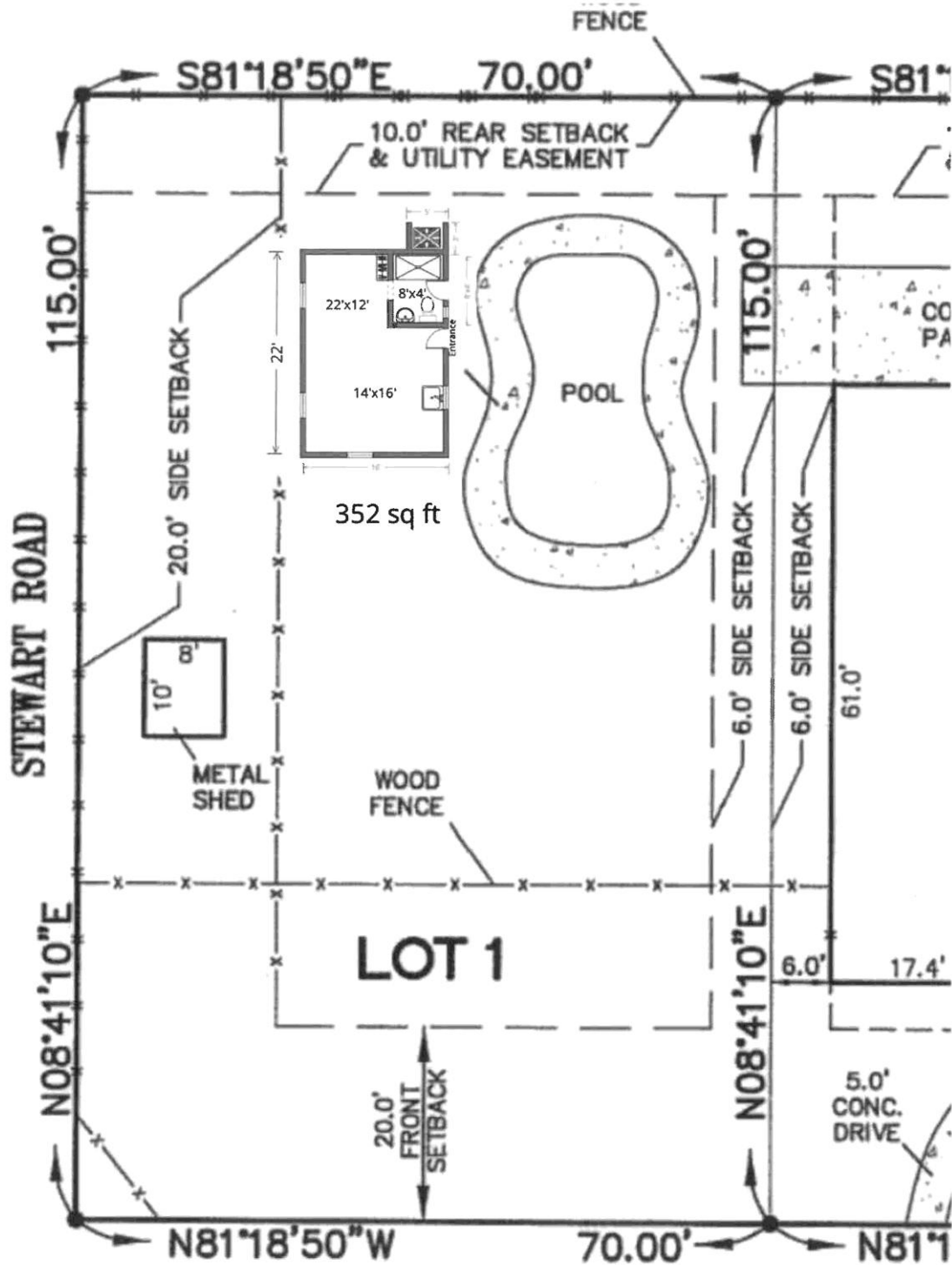
## ATTACHEMENTS (PICTURES)



352 sq ft



ATTACHEMENTS (PICTURES)



**STAFF RECOMMENDATION**

1. Life of use with the understanding that the permit can be revoked due to non-compliance.
2. Must comply with all City Codes (Building and Fire, etc.)
3. CUP not transferable to others.
4. No kitchen allowed.
5. The building cannot be rented out.
6. No separate water or electricity meters allowed.

## MAILOUT LIST

**MENDOZA BERENICE I &  
EDUARDO U  
1603 E 21ST ST  
MISSION TX US 78572-3131  
(574273)**

**DUAL ELECTRICAL SERVICES LLC  
723 RENNEE DR  
KATY TX US 77450-2122  
(574277)**

**CISNEROS MARIA MAGDALENA  
2000 N STEWART RD  
MISSION TX US 78572-3117  
(281226)**

**ROJAS DAVID VILLARREAL  
1610 E 21ST ST  
MISSION TX US 78572-3120  
(574308)**

**GRACIA MARIO A & MARTA D  
1514 E 22ND ST  
MISSION TX US 78572-3071  
(630651)**

**CITY OF MISSION  
1201 E 8TH ST  
MISSION TX US 78572-5812  
(612726)**

**GALAVIZ JOSE  
1605 E 21ST ST MISSION TX US  
78572-3131  
(574275)**

**RUSTRIAN ARMANDO &  
CAROLINA  
1611 E 21ST ST  
MISSION TX US 78572-3131  
(574278)**

**GUZMAN ALFONSO RAFAEL  
1410 BETTY DR  
MISSION TX US 78572-4369  
(1012679)**

**MORAN JOSE & KRISTINA  
1515 E. 22ND ST  
MISSION TX US 78572-3070  
(630653)**

**CITY OF MISSION  
1201 E 8TH ST  
MISSION TX US 78572-5812  
(612726)**

**FINN MICHELLE HO  
1511 MIGNET COURT ST  
MISSION TX US 78572-3387  
(665394)**

**TREVINO JUAN MIGUEL & LETICIA  
1607 E 21ST ST  
MISSION TX US 78572-3131  
(574276)**

**PALM VALLEY CHURCH  
1720 E GRIFFIN PKWY  
MISSION TX US 78572-3104  
(958836)**

**GONZALEZ HERLINDA & RICHARD  
1608 E 21ST ST  
MISSION TX US 78572-3120  
(574309)**

**GOMEZ EDWIN & MARTIN PENA  
3312 N 33RD ST  
MCALLEN TX US 78501-6550  
(630652)**

**GONZALEZ JERRY & PATRICIA  
6849 KING GEORGE PL  
CORPUS CHRISTI TX US 78414-  
6328  
(316968)**

**HO MICHAEL  
1509 MIGNET COURT ST  
MISSION TX US 78572-3387  
(665393)**



**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS  
GRANTING A CONDITIONAL USE PERMIT TO BUILD A POOL HOUSE,  
1603 E. 21<sup>ST</sup> STREET, BEING LOTS 1 & 2, SHARYWOOD MANOR SUBDIVISION**

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of April 2, 2025, 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, April 14, 2025, 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:

<b>Legal Description</b>	<b>Type</b>	<b>Conditions of Approval</b>
1603 E. 21 <sup>st</sup> Street Lots 1 & 2, Sharywood Manor Subdivision	Build a Pool House	<ol style="list-style-type: none"> <li>1. Life of Use with the understand that the permit can be revoked due to non-compliance</li> <li>2. Must comply with all City Codes (Building and Fire codes, etc.), and</li> <li>3. CUP not transferable to others</li> <li>4. No kitchen allowed</li> <li>5. The building cannot be rented.</li> <li>6. No separate water or electricity meters allowed.</li> </ol>

READ, CONSIDERED AND PASSED, this the 14<sup>th</sup> day of April, 2025.

\_\_\_\_\_  
Norie Gonzalez Garza, Mayor

ATTEST:

\_\_\_\_\_  
Anna Carrillo, City Secretary



## CITY OF MISSION

### CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025

**PRESENTED BY:** Xavier Cervantes, Director of Planning

**AGENDA ITEM:** Re-plat approval subject to conditions and granting a variance to the R-1A lot requirements for the East 120' of Lot 13, Perla de Naranja Subdivision, located at 1710 Corales Street. Applicant: Marco T. Gonzalez, Engineer: R.E. Garcia & Associates, - Cervantes

#### NATURE OF REQUEST:

##### Project Timeline:

- April 8, 2024 – Application for a re-plat submitted to the City
- March 14, 2025 – In accordance with State law, notice of the required public hearings were published in the local newspaper
- March 14, 2025 – In accordance with State law, legal notices were mailed to the property owners within a 200-foot radius of the subject property
- April 2, 2025 - Public hearing and consideration of the requested re-plat by the Planning and Zoning Commission (P&Z). The P&Z Board recommended denial of the re-plat request. There was considerable opposition during the P&Z Meeting. The concerns voiced were in regards to increased traffic, theft, safety, and drugs.
- April 14, 2025 – Public hearing and consideration of approval of the re-plat by the City Council

##### Summary:

- Marco T. Gonzalez, the applicant, is requesting to re-plat the subject property from 1 to 2 lots of equal and matching dimensions and square footages.
- The subject property is a previously recorded lot being the East 120' of Lot 13 of the Perla de Naranja Subdivision which measures 120' wide x 140' in length (16,800 sq. ft.).
- The re-plat will split the property into 2 lots each to measure 60' wide x 140' in length (8,400 sq. ft.). All lots will front the existing interior public street. The lots will be 15 feet shy from meeting the minimum lot frontage requirements for R-1A zoning of 75 feet and are 120 square feet shy of meeting the 8,500 square foot lot area requirements. The proposed lots meet the R-1A requirements for lot depth. The setbacks will remain at 25 feet in the front, 10 feet in the rear, and interior side 6 feet, except where a greater setback is required.
- The subdivision engineer is requesting a variance on behalf of the owner for consideration: R.E. Garcia & Associates on behalf of the owner, hereby request a

variance to the minimum lot frontage and minimum lot areas as specified in Appendix A – Zoning Article VII – Use District, General, Section 1.37 – R1A Large Lot Single Family Residential District. Proposed 60' frontage (8,400 sq. ft.). Required is 75' frontage (8,500 sq. ft.).

- When Perla de Naranja Subdivision was developed, water and sewer services were made accessible to each lot. This re-plat will not affect any utility lines or the availability to connect to them upon issuance of permits.
- This is a simple re-plat; no additional paving or city street drainage improvements are being proposed.
- The existing roadside ditches will be cleaned, and re-graded and properly sized culvert pipes will be installed for the new driveway. These ditches will continue to flow and discharge west into Stewart Road and eventually into the Mission lateral Drainage Ditch which is owned and maintained by HCDD#1. The addition to one single family home lot will not increase storm water discharge in the area. The peak rate of runoff will not be increased during the 50-year rainfall event.
- The Engineering Department has reviewed and approved the drainage report.
- Street lighting already exists and therefore, no additional lighting is required.
- The developer must comply with any and all other format findings.
- Staff mailed out notices to property owners within a 200-foot radius to announce the public hearing. Staff did not receive any inquiries neither for/or against this proposal however the owner did submit a petition for approval signed by 9 of the 20 residents within the subdivision.

#### **STAFF RECOMMENDATION:**

Staff recommends approval of the re-plat request subject to payment of the Capital Sewer Recovery fee, payment of the Park Fee, approval of the infrastructure from the different city departments as per the approved construction plans, and approval of the variance submitted for consideration.

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**Departmental Approval:** Approval

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**Advisory Board Recommendation:** Denial

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**City Manager's Recommendation:** Approval *MRP*

---

**RECORD OF VOTE:**

**APPROVED:** \_\_\_\_\_

**DISAPPROVED:** \_\_\_\_\_

**TABLED:** \_\_\_\_\_

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_



# CITY OF MISSION

## AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 2, 2025

**PRESENTED BY:** Xavier Cervantes, Director of Planning

**AGENDA ITEM:** Re-plat approval subject to conditions and granting a variance to the R-1A lot requirements for the East 120' of Lot 13, Perla de Naranja Subdivision, located at 1710 Corales Street. Applicant: Marco T. Gonzalez, Engineer: R.E. Garcia & Associates, - Cervantes

### NATURE OF REQUEST:

#### Project Timeline:

- April 8, 2024 – Application for a re-plat submitted to the City
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- March 14, 2025 – In accordance with State law, legal notices were mailed to the property owners within a 200-foot radius of the subject property
- April 2, 2025 - Public hearing and consideration of the requested re-plat by the Planning and Zoning Commission (P&Z)
- April 14, 2025 – Public hearing and consideration of approval of the re-plat by the City Council

#### Summary:

- Marco T. Gonzalez, the applicant, is requesting to re-plat the subject property from 1 to 2 lots of equal and matching dimensions and square footages.
- The subject property is a previously recorded lot being the East 120' of Lot 13 of the Perla de Naranja Subdivision which measures 120' wide x 140' in length (16,800 sq. ft.).
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- The subdivision engineer is requesting a variance on behalf of the owner for consideration: R.E. Garcia & Associates on behalf of the owner, hereby request a variance to the minimum lot frontage and minimum lot areas as specified in Appendix A – Zoning Article VII – Use District, General, Section 1.37 – R1A Large Lot Single Family

Residential District. Proposed 60' frontage (8,400 sq. ft.). Required is 75' frontage (8,500 sq. ft.).

- When Perla de Naranja Subdivision was developed, water and sewer services were made accessible to each lot. This re-plat will not affect any utility lines or the availability to connect to them upon issuance of permits.
- This is a simple re-plat; no additional paving or city street drainage improvements are being proposed.
- The existing roadside ditches will be cleaned, and re-graded and properly sized culvert pipes will be installed for the new driveway. These ditches will continue to flow and discharge west into Stewart Road and eventually into the Mission lateral Drainage Ditch which is owned and maintained by HCDD#1. The addition to one single family home lot will not increase storm water discharge in the area. The peak rate of runoff will not be increased during the 50-year rainfall event.
- The Engineering Department has reviewed and approved the drainage report.
- Street lighting already exists and therefore, no additional lighting is required.
- The developer must comply with any and all other format findings.
- Staff mailed out notices to property owners within a 200-foot radius to announce the public hearing. Staff did not receive any inquiries neither for/or against this proposal however the owner did submit a petition for approval signed by 9 of the 20 residents within the subdivision.

#### **STAFF RECOMMENDATION:**

Staff recommends approval of the re-plat request subject to payment of the Capital Sewer Recovery fee, payment of the Park Fee, approval of the infrastructure from the different city departments as per the approved construction plans, and approval of the variance submitted for consideration.

---

<b>RECORD OF VOTE:</b>	<b>APPROVED:</b>	_____
	<b>DISAPPROVED:</b>	_____
	<b>TABLED:</b>	_____

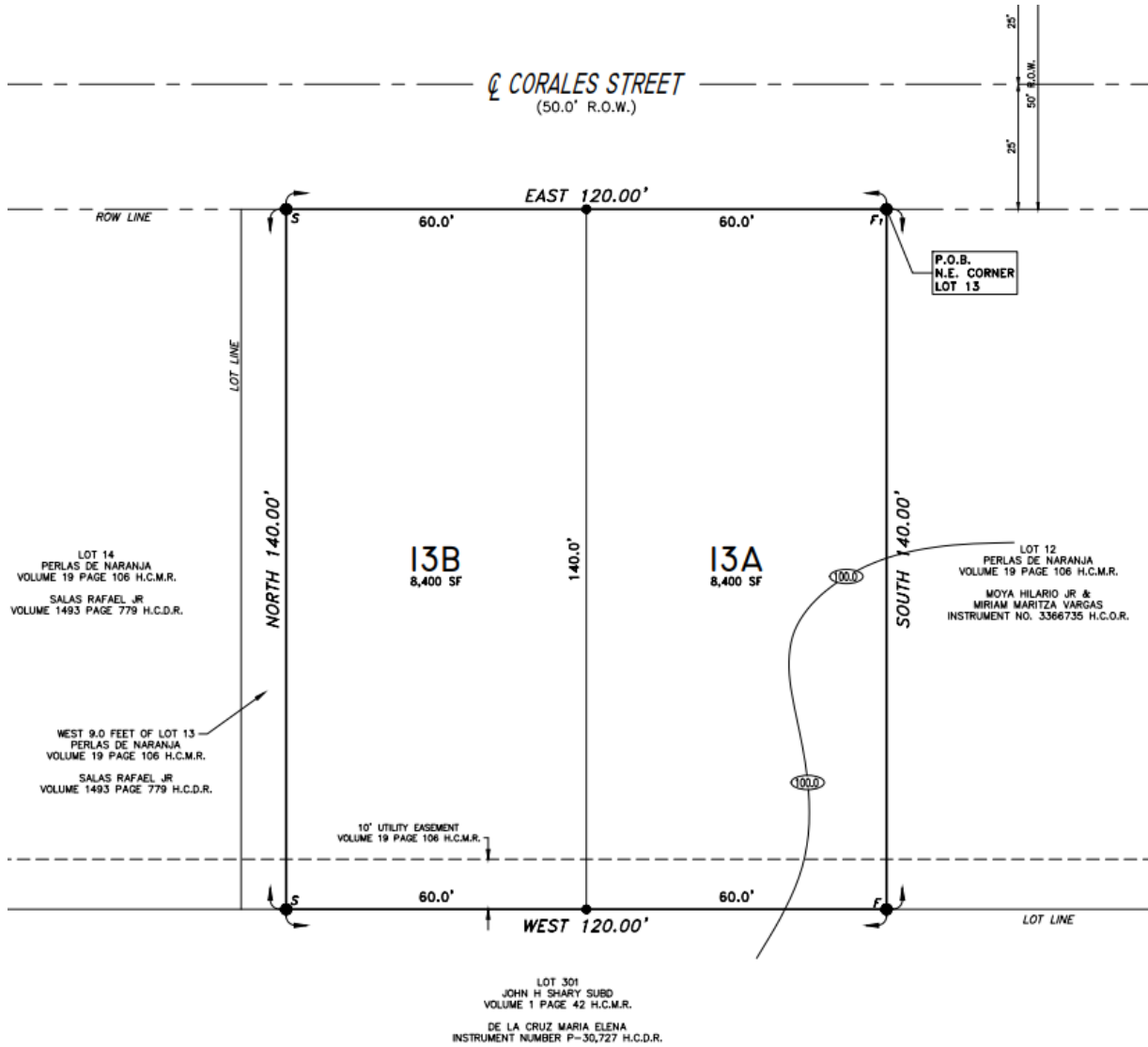
\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_

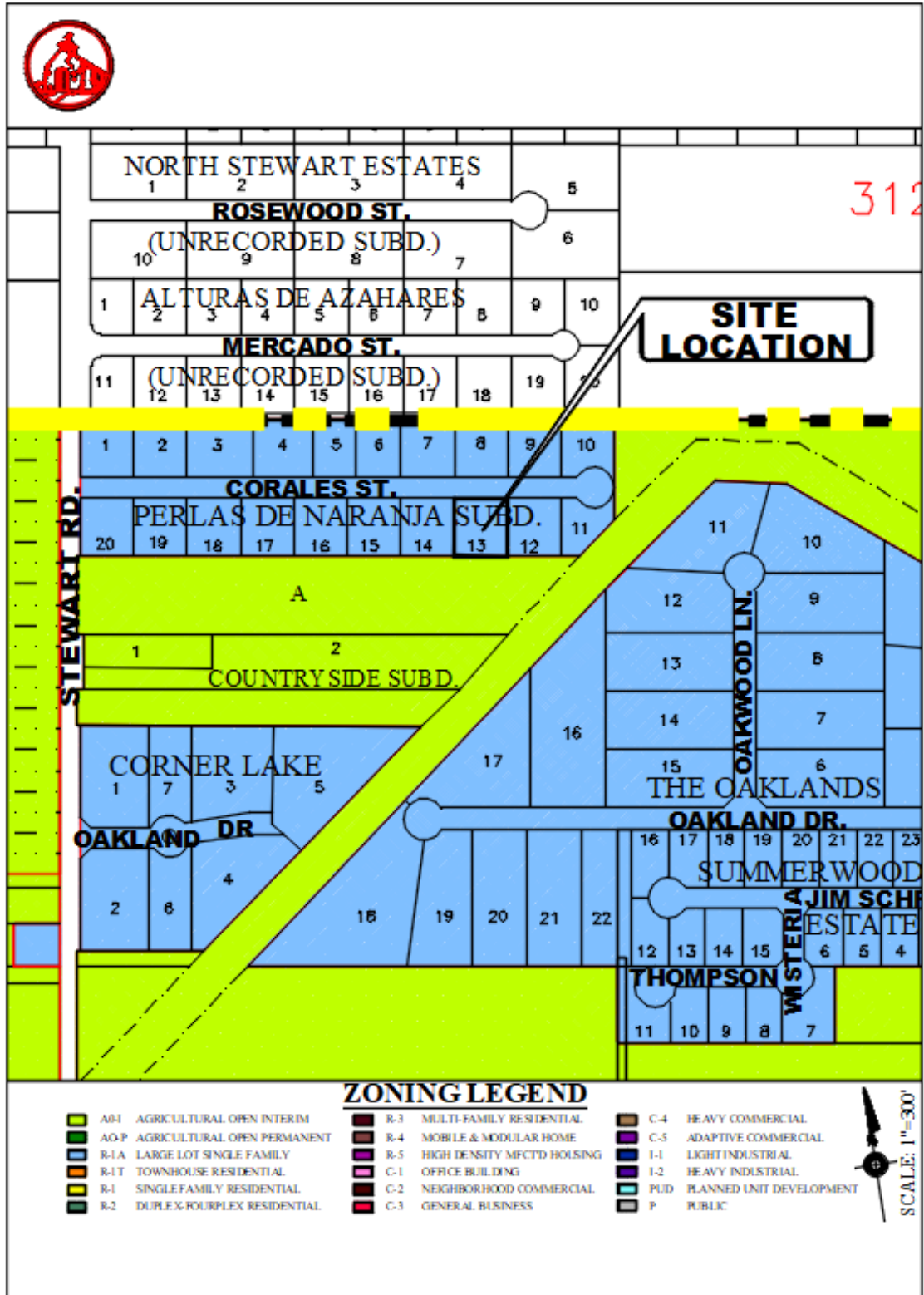
# PROPOSED REPLAT LAYOUT

## Lot 13A and Lot 13B Replat of Lot 13, Perla de Naranja Subdivision





## ZONING MAP



## VARIANCE REQUEST

**R. E. Garcia**



**Associates**

January 13, 2024

Mr. Gabriel Ramirez, CPM, PMP  
Subdivision Coordinator  
Planning Department  
City of Mission  
1201 E. 8<sup>th</sup> St.  
Mission, Texas 78572

RE: Los Girasoles Estates Subdivision  
Variance Request

Dear Mr. Ramirez

On behalf of the owner of the Los Girasoles Estates Subdivision development, R. E. Garcia & Associates does hereby request a variance to the minimum lot frontage on a public street and minimum lot area as specified in Appendix A - Zoning Article VII,- Use District, General, Section 1.37.- R1A large lot single-family residential district 5. Area requirements: a. Minimum Lot area: (1) Internal lot: 8500 square feet, and c. Minimum Lot frontage on a public street: (1) Internal lot frontage on a public street:(1) Internal lot: 75 feet, of the Code of Ordinances - City of Mission, Texas. We approached some of the adjacent owners of the Perla de Naranja Subdivision and asked them to review and sign a petition in support of this request. I have attached the petition.

My client wishes to subdivide the property in order to transfer the new lots to his two daughters.

Please let me know if you need any further information related to this request.

I look forward to your response

Respectfully,

**R. E. GARCIA & ASSOCIATES**

Raul E. "Eddie" Garcia, P.E., R.P.L.S.,  
Proprietor

---

116 N. 12th Ave • Edinburg, Texas 78541 • Ph: (956) 381-1061  
Engineering Firm # F-5001 • Surveying Firm # 10015300 • Email: regaassoc@aol.com

AERIAL PHOTO





**PHOTO OF PROPERTY**



# PETITION IN SUPPORT

## PETITION FOR APPROVAL LOS GIRASOLES ESTATES VARIANCE REQUEST LOT 13, PERLA DE NARANJA SUBDIVISION

We the undersigned, owners of lots within the Perla De Naranja Subdivision, do not oppose granting of a variance for lot width (60 feet) and lot area (8,400 square feet) for the proposed Los Girasoles Estates Subdivision being a replat of Lot 13, Perla De Naranja Subdivision.

LOT	OWNER NAME	SIGNATURE
1	GUILLERMO A. CORRO	
2	GILBERTO J. RODRIGUEZ & MARIA G. RODRIGUEZ	
3	JOEL DANIEL RODRIGUEZ	
4	JAVIER & MAURA VASQUEZ	
5	FRANCISCO DE LA ROSA	
6	ANTONIO ESPARZA	
7	ANA LYDIA GONZALEZ	
8	MARGARITO & HERLINDA AGUIRRE	<i>Margarito Aguirre</i>
9	ROLANDO & MIRNA AGUIRRE	
10	ROBERTO & MARIA GARCIA	<i>Roberto Garcia 1721</i>
11	JESUS & SUSAN GARZA	
12	HILARIO MOYA MIRIAM MARITZA VARGAS	<i>Hilario Moya</i>
14	RAPHAEL SALAS, JR.	<i>Raphael Salas Jr. 1700 AVE</i>
15	JOSE T. GONZALEZ	
16	DULCE JUDITH RAMIREZ-ESPINOZA	
17	JUAN & MARIA LOERA	<i>Maria Loera</i>
18	MANUEL & ROSALINDA DOMINGUEZ	<i>Manuel Dominguez</i>
19	NOE SAUCEDA	
20	STARISTO ALISTO CASSIANO	<i>Staristo Alisto Cassiano</i>

**BOLDED LOTS ARE WITHIN 200 FEET OF LOT 13**



# DRAINAGE REPORT

R. E. Garcia



Associates

## DRAINAGE STATEMENT FOR LOS GIRASOLES ESTATES SUBDIVISION

Los Girasoles Estates Subdivision consists of a 0.39 acre tract of land being a 0.39 of an acre tract of land being the east 120.00 feet of Lot 13, Perla de Naranja Subdivision, as recorded in Volume 19, Page 106, Map Records, Hidalgo County, Texas, also being that certain tract described in Warranty Deed recorded in Document # 374864, Official Records, Hidalgo County, Texas. The site is located on the south side of Corales Street approximately 930 feet east of Stewart Road within the City of Mission. The property is located within existing residential area with one mobile home that is within the site. The tract is basically flat with a slight slope to the north towards the road ditches on Corales Street. Corales Street flows east and discharges towards a United Irrigation facility east of the site. The road discharge flows in a southeasterly direction and discharges into the Mission Lateral Drainage Ditch which is owned and maintained by HCDD #1. The proposed subdivision is located within a Zone "C" Flood Hazard area as designated by FEMA FIRM Community Panel Number 480334 0400 C dated November 16, 1982. Zone "C" is defined as "areas of minimal flooding"

The predominate soils on this property is (28) – Hidalgo fine sandy loam being a dark grayish brown sandy clay loam. This soil is found to be in the Hydrologic Group "B" as determined by use of the Soil Survey of Hidalgo County. (See attachment). Currently the property is used as a large rural residential site.

The existing roadside ditches will be cleaned and re-graded as required by the Hidalgo County Subdivision Rules and Regulations. Properly sized culvert pipes will be installed on the any new driveway as per Hidalgo County Subdivision Rules and Regulations. These ditches will continue to flow and discharge west into Stewart Road and eventually into the Mission Lateral Drainage Ditch which is owned and maintained by HCDD #1. The addition of one single family home lot will not increase storm water discharge in the area. In accordance with the Hidalgo County Drainage Policy, a minimum of 836 cf or 0.02 of storm runoff which is the deferential volume between the pre developed 10-year event and the post development 50-year event (1.57 cfs) will be detained with a maximum discharge rate of 0.837 cfs. The peak rate of runoff will not be increased during the 50-year rainfall event.

- ☐ REJECTED  
☒ APPROVED FOR SUBMITTAL  
☐ TO H.C. PLANNING DEPT.  
☒ TO CITY  
☐ DISCHARGE PERMIT REQUIRED  
☐ DISTRICT FACILITY  
☐ CITY FACILITY  
☐ OTHER



H.C.D.D. NO. 1

DATE



110 N. 12TH AVE • Edinburg, Texas 78541 • Ph: (956) 381-1061  
 Engineering Firm # F-5001 • Surveying Firm # 10015300 • Email: regaassoc@aol.com



(258686)  
ESPARZA ANTONIO  
1617 CORALES ST  
MISSION TX US 78573-8518

(258687)  
GONZALEZ ANA LYDIA  
1619 CORALES ST  
MISSION TX US 78573-8518

(258688)  
AGUIRRE MARGARITO & HERLINDA  
1703 CORALES ST  
MISSION TX US 78573-8520

(258689)  
AGUIRRE ROLANDO & MIRNA  
PO BOX 81  
MARSING ID US 83639-0081

(258690)  
GARCIA ROBERTO & MARIA O  
1721 CORALES ST  
MISSION TX US 78573-8520

(258691)  
GARZA JESUS A & SUSAN E  
1720 CORALES ST  
MISSION TX US 78573-8519

(258692)  
MOYA HILARIO JR & MIRIAM  
MARITZA VARGAS  
1716 CORALES ST  
MISSION TX US 78573-8519

(258693)  
SALAS RAPHAEL JR  
1700 CORALES ST  
MISSION TX US 78573-8519

(258695)  
GONZALEZ JOSE T  
1618 CORALES ST  
MISSION TX US 78573-8517

(346166)  
DE LA CRUZ MARIA ELENA  
3704 N STEWART RD  
MISSION TX US 78573-8411

(540318)  
GONZALEZ MARCO TULIO  
1710 CORRALES ST  
MISSION TX US 78573-8519

(566550)  
GUZMAN DAVID & MARINA  
3700 N STEWART RD  
PALMHURST TX US 78573-8411



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025

**PRESENTED BY:** Xavier Cervantes, Director of Planning

**AGENDA ITEM:** Approval of Resolution No. \_\_\_\_ for a license to encroach into a City of Mission owned 24 feet by 40 feet strip of land for the property located at 1020 Los Ebanos Road bearing a legal description of a 0.02 acre tract of land, more or less, being a portion of a 40-foot by 640-foot strip of land adjacent to Mission Jaycees Park out of Lot 21-3, West Addition to Sharyland Subdivision. Applicant: Dr. Marisol Rocha, Vanguard Superintendent of Schools - Cervantes

### NATURE OF REQUEST:

#### Project Timeline:

- February 6, 2025 – First meeting with Vanguard staff and Subdivision Review Committee to discuss the proposed installation of portable buildings within the El Divino Redentor property.
- February 20, 2025 – Applicant submitted specifications to the proposed portable buildings to be placed within the site.
- March 4, 2025 – Applicant forwarded optional positioning of portables for review.
- March 13, 2025 – Formal request to encroach on city property submitted to the City.
- April 14, 2025 – Consideration and possible action to execute License Agreement by the City

#### Summary:

- Dr. Marisol Rocha, the applicant, is requesting a license to encroach 24'x40', more or less, onto a 40'x640' City owned strip of land north of the El Divino Redentor property to allow for a driveway as emergency egress as required by the Fire Department for the installation of two proposed portable buildings to be used by Vanguard Academy.
- The City owned land measures approximately 40'x640' and is currently vacant primarily used for utilities.
- Based on the site plan, the applicant will need to pave the driveway which will connect to the existing Jaycees Park parking lot and will be required to overlay the alley along the east side of Jaycee Park to Barnes Street.
- The request has been reviewed by the Staff Review Committee. There is no objection to the requested license to encroach with conditions.
- A previous similar request was granted to the El Divino Church resulting in a driveway connection from the church parking lot to the City park.

### STAFF RECOMMENDATION:

Staff recommends approval of the request subject to:

1. Ownership of the property shall remain accessible to the city at all times

2. The City reserves the right at any time now or in the future to remove the proposed improvements within the property for any reason, and shall not be required to provide reimbursement for the improvements
3. The proposed improvements shall conform to City standards and shall not be constructed in such a manner as to cause a nuisance or storm water runoff onto adjacent properties
4. That Vanguard School at El Divino Redentor, its representatives, heirs, administrators, successors and assigns shall indemnify and hold the CITY OF MISSION harmless from any claim, suit, demand, or judgement arising from the encroachment of said items as described in this Revocable License To Encroach regardless of whether or not such claim, suit demand, or judgement results from injuries, death or property damage caused by the sole, joint or concurrent negligence or gross negligence of the CITY OF MISSION.
5. The Licensee must obtain all necessary permits and approvals prior to the use of the property.
6. The Licensee shall provide an overlay of asphalt over the existing alley along the east side of Jaycee Park to Barnes Street.
7. The Licensee must maintain the said property area in a safe and clean condition.
8. The granting of the license agreement does not guarantee the conditional use permit for the two portable buildings

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**Departmental Approval:** Approval

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**Advisory Board Recommendation:** N/A

---

**City Manager's Recommendation:** Approval *MRP*

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<b>RECORD OF VOTE:</b>	<b>APPROVED:</b> _____
	<b>DISAPPROVED:</b> _____
	<b>TABLED:</b> _____

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_

## RESOLUTION DOCUMENT

RESOLUTION NO. \_\_

STATE OF TEXAS  
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

### REVOCABLE LICENSE TO ENCROACH

The CITY OF MISSION, TEXAS a home rule municipal corporation of 1208 E. 8<sup>th</sup> Street, Mission Texas 78572, herein after referred to as grantor has hereby GRANTED, AND CONVEYED and by these present does GRANT, AND CONVEY unto Vanguard School at El Divino Redentor a Revocable License to Encroach by encroaching 24 feet by 40 feet, more or less, into the City of Mission owned strip of land for the property located at 1020 Los Ebanos Rd, Mission, TX 78572 bearing a legal description of 0.02 acre tract of land, more or less, being a portion of a 40-foot by 640-foot strip of land adjacent to Mission Jaycees Park out of Lot 21-3, West Addition to Sharyland Subdivision, City of Mission, Hidalgo County, Texas, said encroachment consisting of an asphalt driveway on said strip of land as described on the attached site plan and attached hereto and incorporated herein by reference as **EXHIBIT "A"**.

As a condition precedent to the granting of this license to encroach:

1. Ownership of the property shall remain accessible to the city at all times
2. The City reserves the right at any time now or in the future to remove the proposed improvements within the property for any reason, and shall not be required to provide reimbursement for the improvements
3. The proposed improvements shall conform to City standards and shall not be constructed in such a manner as to cause nuisance or storm water runoff onto adjacent properties
4. That Vanguard School at El Divino Redentor, its representatives, heirs, administrators, successors and assigns shall indemnify and hold the CITY OF MISSION harmless from any claim, suit, demand, or judgement arising from the encroachment of said items as described in this Revocable License To Encroach regardless of whether or not such claim, suit demand, or judgement results from injuries, death or property damage caused by the sole, joint or concurrent negligence or gross negligence of the CITY OF MISSION.
5. The Licensee must obtain al necessary permits and approvals prior to the use of the property.
6. The Licensee shall provide an overlay of asphalt over the existing alley west of the La Aldea Complex for emergency vehicle access.
7. The Licensee must maintain the said property area in a safe and clean condition.

The License to Encroach granted hereby is revocable at the will and pleasure of the CITY OF MISSION.

**CONSIDERED AND APPROVED THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2025  
at a regular meeting of the City of Mission City Council.

**CITY OF MISSION**

\_\_\_\_\_  
Norie Gonzalez Garza, Mayor

**ATTEST:**

\_\_\_\_\_  
Anna Carrillo, City Secretary

**RESOLUTION DOCUMENT****ACKNOWLEDGEMENT**

**STATE OF TEXAS**  
**COUNTY OF HIDALGO**

This instrument was acknowledged before me on \_\_\_\_\_, 2025  
by Norie Gonzalez Garza, Mayor of the City of Mission.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGEMENT**

**STATE OF TEXAS**  
**COUNTY OF HIDALGO**

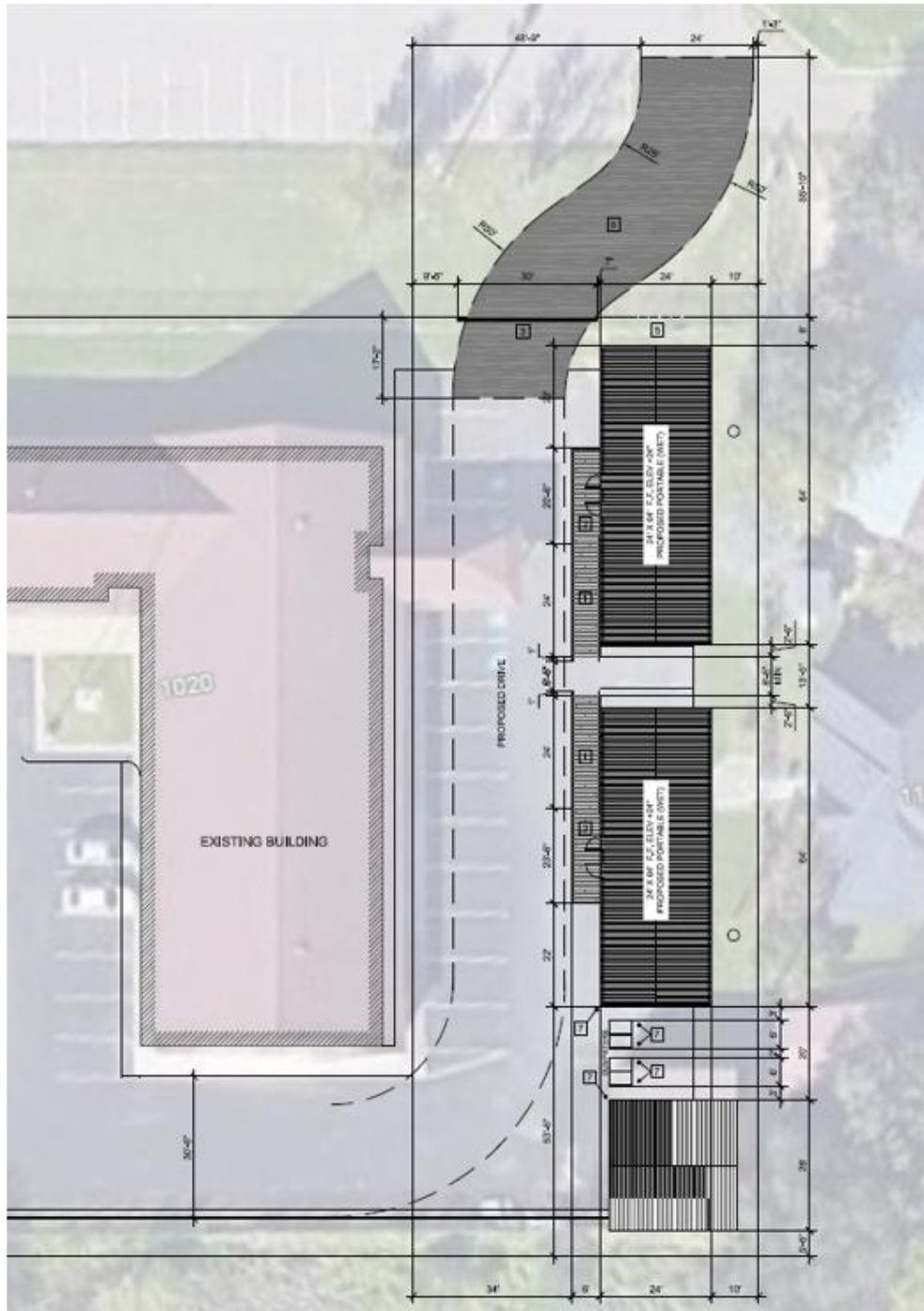
This instrument was acknowledged before me on \_\_\_\_\_, 2025  
by Vanguard School at El Divino Redentor.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

# RESOLUTION DOCUMENT

EXHIBIT "A"





## REQUEST BY APPLICANT

**VANGUARD ACADEMY CHARTER SCHOOL**

Office of Superintendent

Dr. Marisol Rocha, Superintendent of Schools

*A PURPOSE IN LIFE, A REASON FOR LEARNING*

March 14, 2025

**City of Mission**

Mike R. Perez

*City Manager*1201 E. 8<sup>th</sup> St.

Mission, TX 78572

**Subject: Request for Emergency Use of Alley/Parking Spaces**

Dear Mr. Perez,

In compliance with all City of Mission requirements and fire department request, Vanguard Academy respectfully requests the use of the city property alley that leads to the adjacent road at JC Park behind the El Divino Redentor property for emergency egress by the Fire Department only. Please find attached a drawing that clearly identifies the location.

Should you have any questions or require further clarification, please feel free to contact:

- **Ernie Villarreal Jr.** (PMSI) at (956) 867-9777
- **Rogelio Gonzalez** (Vanguard Academy, *Director of Operations & Infrastructure*) at (956) 607-8301

We appreciate your time and consideration of this request.

Sincerely,

Dr. Marisol Rocha

Superintendent of Schools

(956) 781-1701

(956) 781-8055

**VANGUARDACADEMY.EDUCATION****2510 S. VETERANS BLVD EDINBURG, TX 78539**

*It is the policy of Vanguard Academy Charter School no to discriminate on the basis of gender, color, race, national origin, religion, disability or age.  
Es la política de Vanguard Academy Charter School no discriminar en base a género, color, raza, origen nacional, religión, discapacidad o edad.*

AERIAL PHOTO



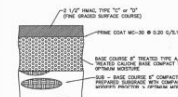
# PROPOSED SITE PLAN

01 PORTABLES SITE PLAN  
SCALE: 1/8" = 1'-0"

- GENERAL NOTES**
1. THIS PLAN IS INTENDED TO SHOW OVERALL NON-PORABLE LOCATION, ACCESSIBLE RAMPS AND WOOD DECKING.
  2. CIVIL GRADING WORK AND CONCRETE TO BE PROVIDED BY OWNER.
  3. OWNER TO VERIFY AND COMPACT EXISTING GRADING.
  4. OWNER TO PROVIDE 1" OF COMPACTED CALICHE BASE MATERIAL AND COMPACT TO DENSITY AS REQUIRED.

#### SITE PLAN KEYED NOTES

- ☐ HANDICAP ACCESSIBLE RAMP WITH HAND RAILS ON EACH SIDE. SLOPE SHALL NOT EXCEED 1:12 BY OWNER.
- ☐ WOOD LAMINATED WITH 2" TALL CLEARANCE SLABING TO MATCH PORTALS. BUILT UP 1 1/2" x 4" CLEARANCE OVERDOOR.
- ☐ CHAIRLIFT SLIDING GATE WITH KICK BOX.
- ☐ ELECTRIC MOTOR CHAIRLIFT SLIDING GATE WITH KICK BOX.
- ☐ PROVIDE NEW CHAIRLIFT FENCING TO MATCH EXISTING.
- ☐ NEW SIGNAL DRIVE TO MEET CITY REQUIREMENTS FOR ROADWAY DESIGN. REFER TO DETAIL 02-011.
- ☐ 2-1/2" TALL FPL BOLLARD.



## 02 ASPHALT DRIVE

[illegible]

**VANGUARD ACADEMY**  
**MISSION MONET PROPOSED PORTABLES**

© Copyright 2005  
Comet Window Seals Inc.  
Architects/Interior  
Interior Designers  
February, 2005  
As Noted  
See Schedule A  
L. H. H. H.

A1.01



PHOTO OF PROPERTY





AERIAL LOCATION OF PROPOSED IMPROVEMENT TO ALLEY





# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025

**PRESENTED BY:** Xavier Cervantes, Director of Planning

**AGENDA ITEM:** Plat Approval: Stewart Cove Phase II Subdivision, a 2.97 acre tract of land out of the South 24.44 acres of Lot 26-12, West Addition to Sharyland, R-1A, Developer: Aaron H. Balli, Jr., Engineer: Hinojosa, Inc., - Cervantes

### NATURE OF REQUEST:

#### Project Timeline:

- May 13, 2024 – City Council convened for Preliminary Approval
- May 16, 2024 – Hosted a Preconstruction Conference to sign construction plans and issue a Notice-to-Proceed
- March 25, 2025 – A Final Walk-Thru was scheduled and conducted on-site with all parties involved for inspection.
- March 28, 2025 – The Statement of Completion was sent by the Public Works Department to the Planning Department for filing.
- March 28, 2025 – The Statement of Completion was sent by the Engineering Department to the Planning Department for filing.
- April 14, 2025 – Consideration of the requested Plat Approval by the City Council.

#### Summary:

- The subdivision is located at the Southwest corner of Stewart Road and Solar Drive.
- This development consists of eight single family residential lots.
- Water service was extended from an existing 8" water line located along the North right-of-way of Solar Drive into the subdivision with an 8" water line and looped to the East side of this site with one fire hydrant as per the Fire Marshall's directive.
- The sanitary sewer line runs to and thru the subdivision collecting from 4" sewer stubouts front and center of each lot.
- The internal public street (Dora Jeanne Street) is 32 feet back-to-back within a 50-foot right-of-way accessible only from Solar Drive.
- Storm drainage for this site will sheet flow onto the street and flow North into an existing inlet and ultimately discharging to the HCDD#1 ditch approximately 950 feet North of this development.

### STAFF RECOMMENDATION:

Staff recommends approval



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**Departmental Approval:** Approval

---

**Advisory Board Recommendation:** N/A

---

**City Manager's Recommendation:** Approval *MRP*

---

**RECORD OF VOTE:**

**APPROVED:** \_\_\_\_\_

**DISAPPROVED:** \_\_\_\_\_

**TABLED:** \_\_\_\_\_

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_



AERIAL PHOTO



## STATEMENT OF COMPLETION - ENGINEERING



## Public Works Department

**To:** Xavier Cerventes Planning Director  
 Project/Subdivision Stewart Cove Phase II Subdivision  
 Project/Subdivision Contractor Elizondo 956 & Utilities llc  
 Project/Subdivision Engineer Hinojosa Engineering  
**From:** Juan Pablo "JP" Terrazas, P.E., CPM Assistant City Manager  
**Date:** 3/28/2025

## STATEMENT OF COMPLETION

The infrastructure installed has been, inspected and accepted by the City of Mission (Public Works) Utility, Streets & Drainage Department. As-builts are due for review.

**Streets:**

Stewart Cove Phase II has been inspected by ☐ Joaquin Gonzalez and or ☒ Antonio Serna.  
 The infrastructure installed by Elizondo 956 & Utilities llc and the methods for testing  
 and approval have complied with the City Subdivision Standards Manual revised September 2023.

Inspector (s) 

**Strom Drain:**

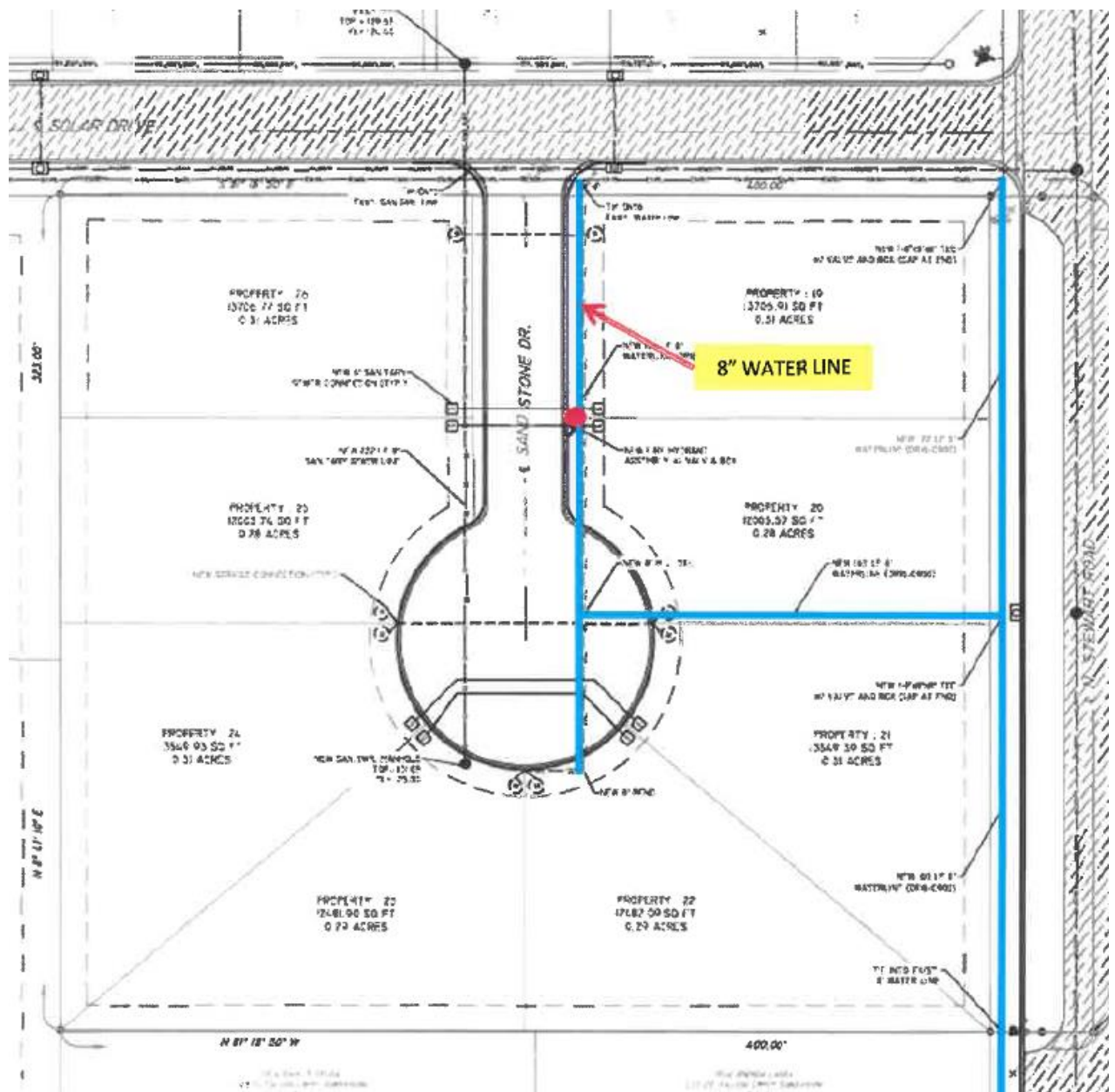
Stewart Cove Phase II has been inspected by ☒ Joaquin Gonzalez and or ☐ Antonio Serna.  
 The infrastructure installed by Elizondo 956 & Utilities llc and the methods for testing  
 and approval have complied with the City Subdivision Standards Manual revised September 2023.

Inspector (s) 

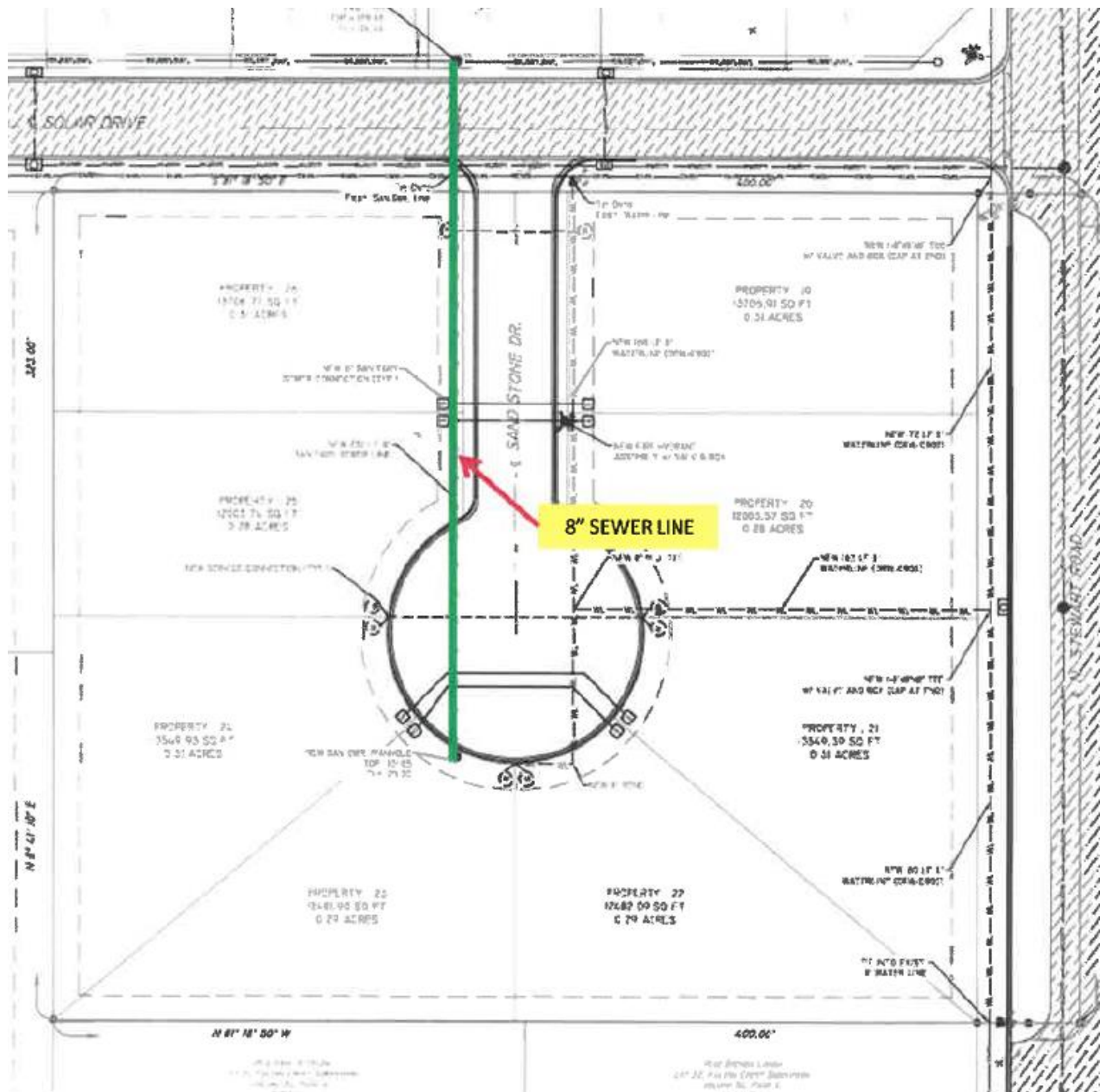
**Juan Pablo "JP" Terrazas, P.E., CPM**  
**Assistant City Manager**



## WATER DISTRIBUTION



## SANITARY SEWER LAYOUT





# STORM WATER DRAINAGE STATEMENT



## HINOJOSA ENGINEERING, INC.

Civil Engineering • Structural Engineering

108 West 18<sup>th</sup> Street Mission, Texas 78572

Tel: (956) 581-0143 | Fax: (956) 581-2074

Registration Number F-908 | Expiration Date 09/30/2019

### DRAINAGE STATEMENT

For

Subdivision Plat of Stewart Cove  
Mission, Texas

Stewart Cove Subdivision is located within the Mission City Limits, approximately ½ mile north of the Stewart Rd. / FM 495 (Griffin Parkway) intersection along the west right of way of Stewart Rd. and is described as follows: A 6.01 acre tract of land out of Lot 26-12, West Addition to Sharyland, Hidalgo County, Texas.

#### Flood Zone Designation:

By graphical plotting this property falls in Flood Zone "C", which is described as areas of minimal flooding, as per F.E.M.A. flood insurance rate map with Community Panel No. 480344 - 0400 C, Map Revised November 16, 1982.

#### Existing Soils:


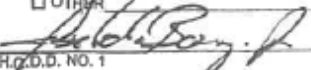
Per the USDA Soil Survey of Hidalgo County, the soils in this area consist predominantly of (25) Hidalgo Fine Sandy Loam and of (28) Hidalgo Sandy Clay Loam. These soils on this site are listed in Hydrologic Group "B", which consist of well drained soils with moderate infiltration rate.

#### Existing Conditions:

The land comprising the Stewart Cove Subdivision is currently vacant. Topography of the site reveals the subdivision site has an average existing grade of approximately (0 - .05%) towards the west, with an estimated predeveloped runoff of 7.94 cubic feet per second.

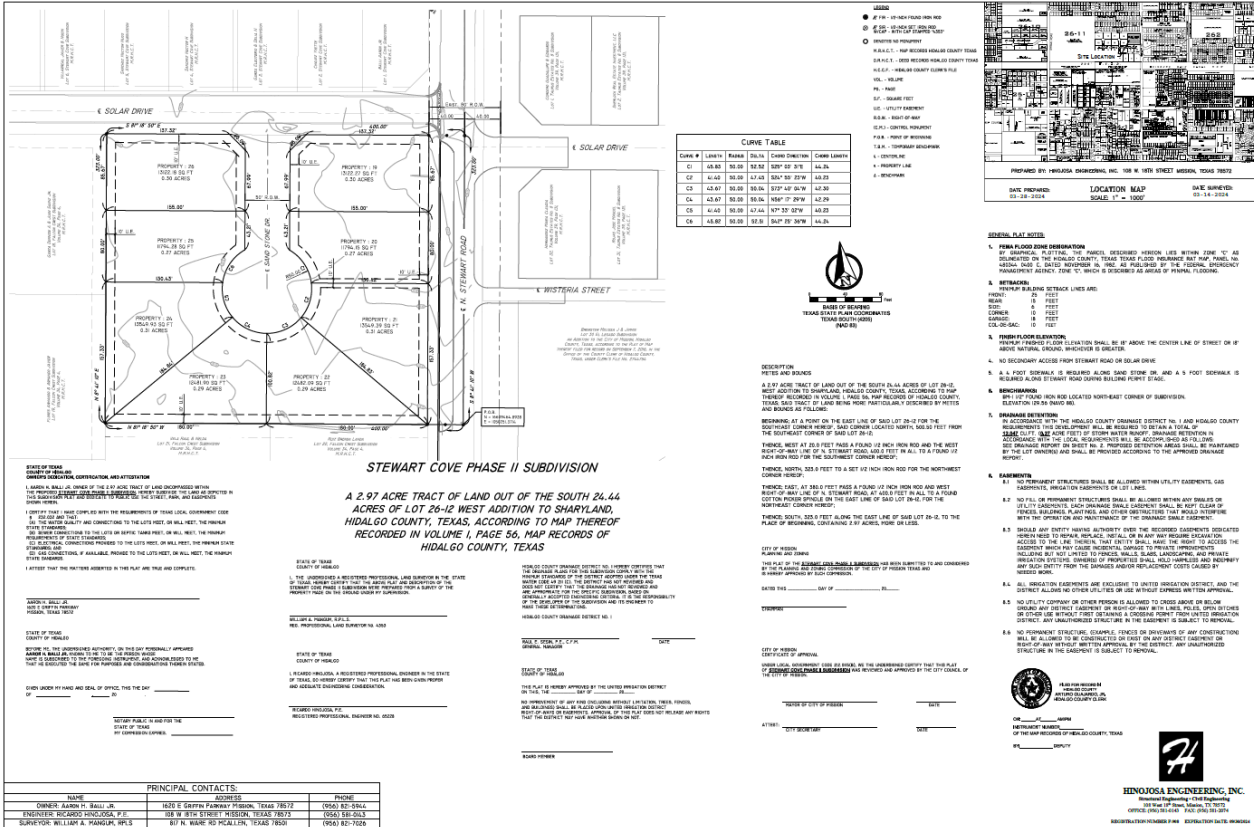
#### Future Conditions:

Expected future use for this subdivision will consist of an 18 single - family lot residential subdivision. Drainage calculations for a pre-development 10-year frequency storm versus a post-development 10-year frequency storm using the modified rational formula reveal total maximum volume of additional run-off of 13,435 cubic feet (0.30 acre-feet), and a future Q of 17.27 cubic feet per second. This runoff will be detained on-site in a proposed swale within 15 foot utility and drainage easement dedicated by the subdivision plat, and discharged onto an existing City of Mission 24-inch RCP storm drain line located along west of the right-of-way of Stewart Road. Existing 24-inch RCP storm drainage line leads to an outfall onto existing H.C.D.D. No. 1 ditch, approximately 950 feet north of this proposed subdivision. A drainage plan is to be approved by the City of Mission at the time of issuance of building permit.

<input type="checkbox"/> REJECTED	
<input checked="" type="checkbox"/> APPROVED FOR SUBMITTAL	
<input type="checkbox"/> TO H.C. PLANNING DEPT.	
<input checked="" type="checkbox"/> TO CITY	
<input checked="" type="checkbox"/> DISCHARGE PERMIT REQUIRED	
<input type="checkbox"/> DISTRICT FACILITY	
<input type="checkbox"/> CITY FACILITY	
<input type="checkbox"/> OTHER	
	
H.C.D.D. NO. 1	DATE 10/10/2015



# PLAT



AERIAL PHOTO



## STATEMENT OF COMPLETION - ENGINEERING



## Public Works Department

**To:** Xavier Cerventes Planning Director  
 Project/Subdivision Stewart Cove Phase II Subdivision  
 Project/Subdivision Contractor Elizondo 956 & Utilities llc  
 Project/Subdivision Engineer Hinojosa Engineering  
**From:** Juan Pablo "JP" Terrazas, P.E., CPM Assistant City Manager  
**Date:** 3/28/2025

## STATEMENT OF COMPLETION

The infrastructure installed has been, inspected and accepted by the City of Mission (Public Works) Utility, Streets & Drainage Department. As-builts are due for review.

**Streets:**

Stewart Cove Phase II has been inspected by ☐ Joaquin Gonzalez and or ☒ Antonio Serna.  
 The infrastructure installed by Elizondo 956 & Utilities llc and the methods for testing and approval have complied with the City Subdivision Standards Manual revised September 2023.

Inspector (s) 

**Strom Drain:**

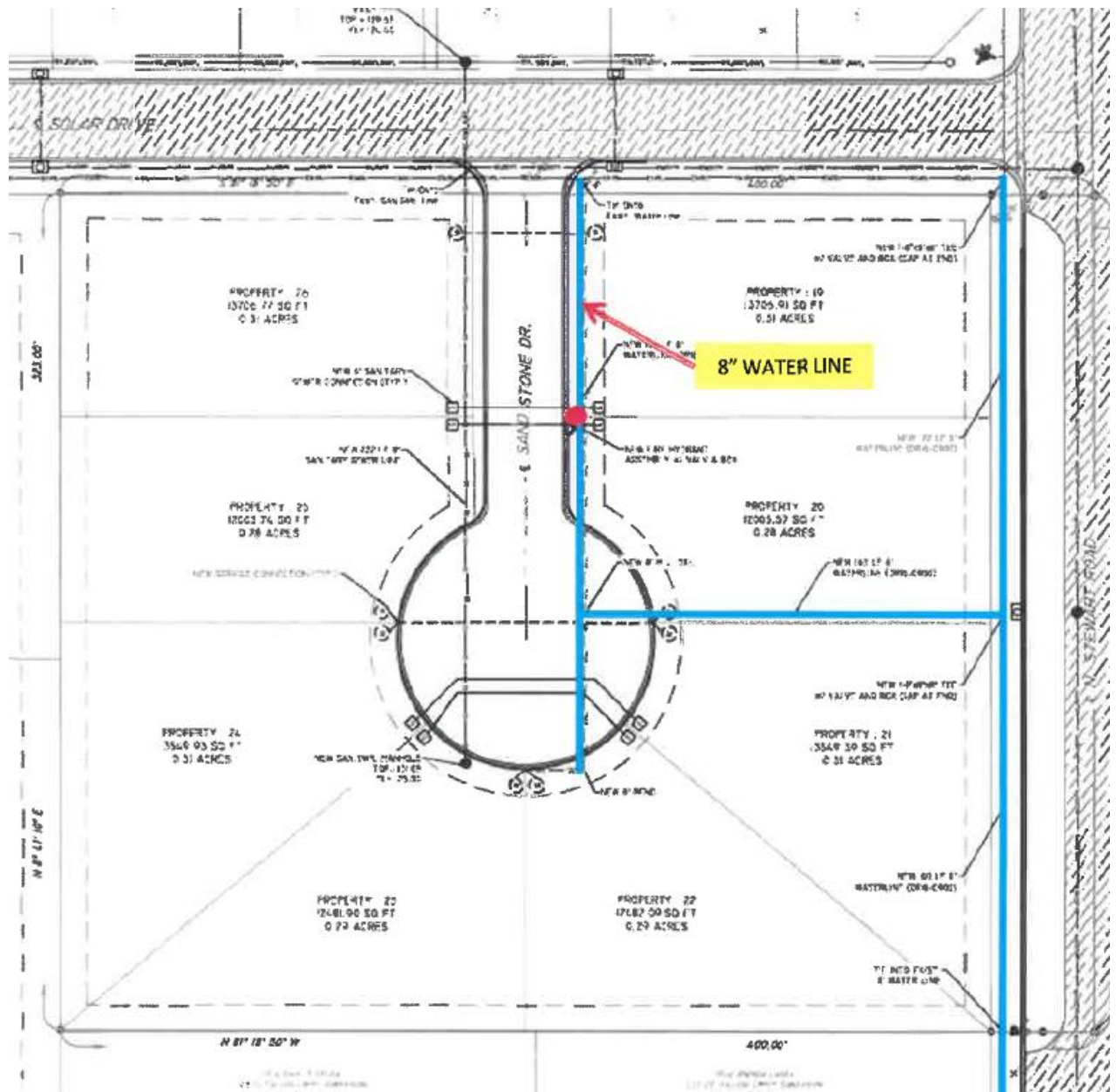
Stewart Cove Phase II has been inspected by ☒ Joaquin Gonzalez and or ☐ Antonio Serna.  
 The infrastructure installed by Elizondo 956 & Utilities llc and the methods for testing and approval have complied with the City Subdivision Standards Manual revised September 2023.

Inspector (s) 

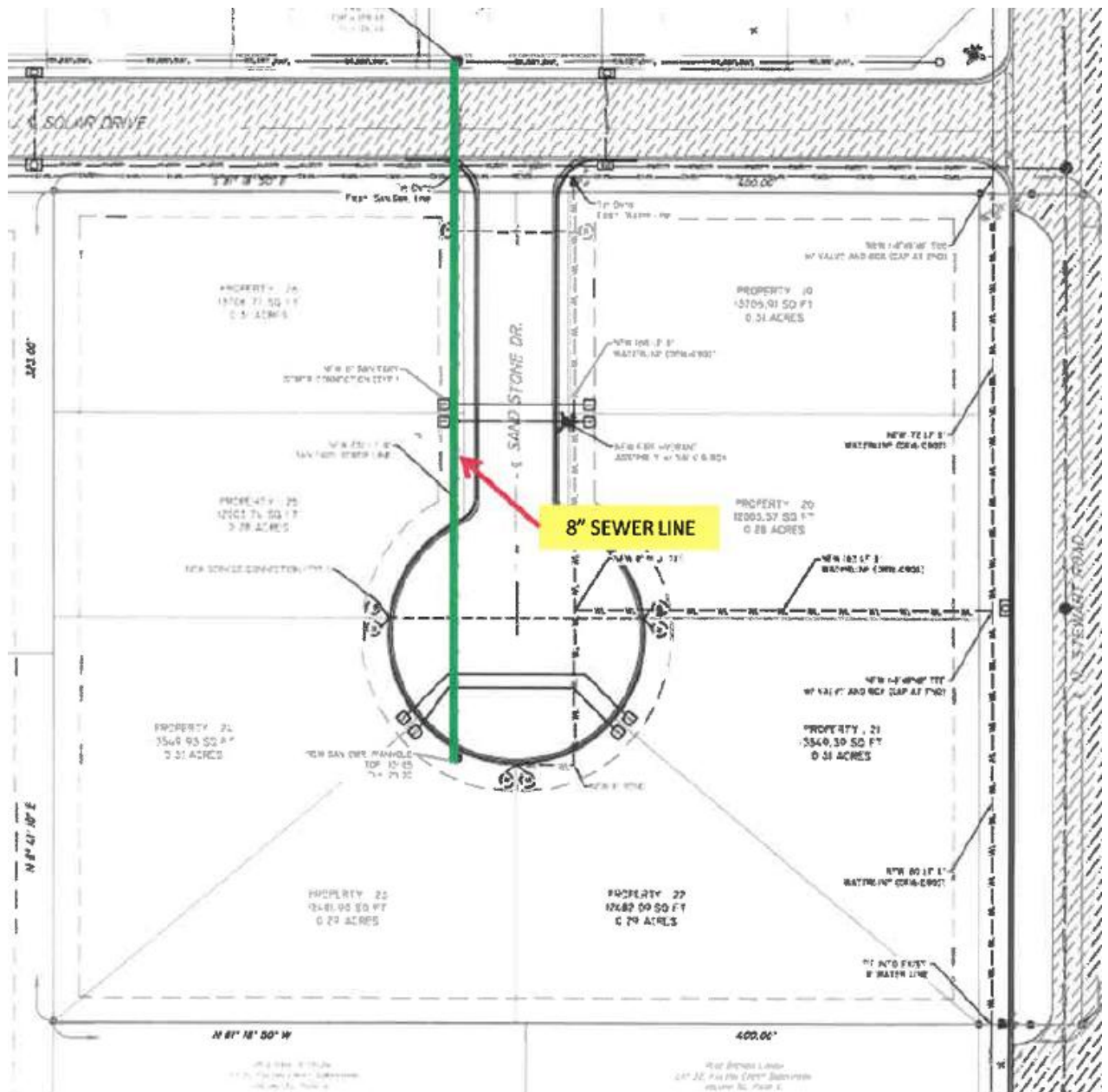
**Juan Pablo "JP" Terrazas, P.E., CPM**  
 Assistant City Manager



## WATER DISTRIBUTION



## SANITARY SEWER LAYOUT





# STORM WATER DRAINAGE STATEMENT



## HINOJOSA ENGINEERING, INC.

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108 West 18<sup>th</sup> Street Mission, Texas 78572

Tel: (956) 581-0143 | Fax: (956) 581-2074

Registration Number F-908 | Expiration Date 09/30/2019

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For

Subdivision Plat of Stewart Cove  
Mission, Texas

Stewart Cove Subdivision is located within the Mission City Limits, approximately ½ mile north of the Stewart Rd. / FM 495 (Griffin Parkway) intersection along the west right of way of Stewart Rd. and is described as follows: A 6.01 acre tract of land out of Lot 26-12, West Addition to Sharyland, Hidalgo County, Texas.

#### Flood Zone Designation:

By graphical plotting this property falls in Flood Zone "C", which is described as areas of minimal flooding, as per F.E.M.A. flood insurance rate map with Community Panel No. 480344 - 0400 C, Map Revised November 16, 1982.

#### Existing Soils:


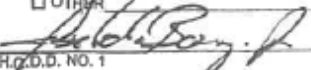
Per the USDA Soil Survey of Hidalgo County, the soils in this area consist predominantly of (25) Hidalgo Fine Sandy Loam and of (28) Hidalgo Sandy Clay Loam. These soils on this site are listed in Hydrologic Group "B", which consist of well drained soils with moderate infiltration rate.

#### Existing Conditions:

The land comprising the Stewart Cove Subdivision is currently vacant. Topography of the site reveals the subdivision site has an average existing grade of approximately (0 - .05%) towards the west, with an estimated predeveloped runoff of 7.94 cubic feet per second.

#### Future Conditions:

Expected future use for this subdivision will consist of an 18 single - family lot residential subdivision. Drainage calculations for a pre-development 10-year frequency storm versus a post-development 10-year frequency storm using the modified rational formula reveal total maximum volume of additional run-off of 13,435 cubic feet (0.30 acre-feet), and a future Q of 17.27 cubic feet per second. This runoff will be detained on-site in a proposed swale within 15 foot utility and drainage easement dedicated by the subdivision plat, and discharged onto an existing City of Mission 24-inch RCP storm drain line located along west of the right-of-way of Stewart Road. Existing 24-inch RCP storm drainage line leads to an outfall onto existing H.C.D.D. No. 1 ditch, approximately 950 feet north of this proposed subdivision. A drainage plan is to be approved by the City of Mission at the time of issuance of building permit.

<input type="checkbox"/> REJECTED	
<input checked="" type="checkbox"/> APPROVED FOR SUBMITTAL	
<input type="checkbox"/> TO H.C. PLANNING DEPT.	
<input checked="" type="checkbox"/> TO CITY	
<input checked="" type="checkbox"/> DISCHARGE PERMIT REQUIRED	
<input type="checkbox"/> DISTRICT FACILITY	
<input type="checkbox"/> CITY FACILITY	
<input type="checkbox"/> OTHER	
	DATE 10/10/2015
H.C.D.D. NO. 1	





# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025

**PRESENTED BY:** Xavier Cervantes, Director of Planning

**AGENDA ITEM:** Plat Approval: Springwood Manor Estates, a 2.00-acre tract of land out of the North 15.94 acres of Lot 211, John H. Shary Subdivision, R-1T, Developer: RGV Villa Development, LLC, Engineer: Trimad Consultants, LLC, - Cervantes

### NATURE OF REQUEST:

#### Project Timeline:

- May 13, 2024 – City Council convened for Preliminary Approval
- May 23, 2024 – Hosted a Preconstruction Conference to sign construction plans and issue a Notice-to-Proceed
- March 19, 2025 – A Final Walk-Thru was scheduled and conducted on-site with all parties involved for inspection.
- March 25, 2025 – The Statement of Completion was sent by the Public Works Department to the Planning Department for filing.
- March 28, 2025 – The Statement of Completion was sent by the Engineering Department to the Planning Department for filing.
- April 14, 2025 – Consideration of the requested Plat Approval by the City Council.

#### Summary:

- The subdivision is located along the East side of Stewart Road, approximately 850' North of Bus. Hwy. 83.
- This development consists of twenty-three townhome lots with two lots designated for storm water detention.
- Water service was extended from an existing 8" water line located along the West side of N. Stewart Road into the subdivision's South right-of-way and looped around the North side of this site with one fire hydrant as per the Fire Marshall's directive.
- The sanitary sewer line runs to and thru the subdivision collecting from 4" sewer stubouts at each lot.
- The internal public street (Oak Drive) is 36 feet back-to-back within a 50-foot right-of-way accessible only from N. Stewart Road.
- The drainage for this subdivision consists of two detention swales and one conveyance swale. Combined, the swales will detain a total of 8,554 cubic feet of rain. These swales will discharge to an existing curb inlet on the NW corner of the property along N. Stewart Road that belongs to the City of Mission.

**STAFF RECOMMENDATION:**

**Departmental Approval:** Approval

**Advisory Board Recommendation:** N/A

**City Manager's Recommendation:** Approval *MRP*

**RECORD OF VOTE:**

**APPROVED:**

**DISAPPROVED:**

**TABLED:**

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_

**PLAT**





AERIAL PHOTO



## STATEMENT OF COMPLETION – PUBLIC WORKS



## Public Works Department

**To:** Xavier Cervantes Planning Director  
 Project/Subdivision Springwood Manor Estates  
 Project/Subdivision Contractor Trimad Consultants  
 Project/Subdivision Engineer Trimad Consultants L.L.C.  
**From:** Juan Pablo "JP" Terrazas, P.E., CPM Assistant City Manager  
**Date:** March 25, 2025

## STATEMENT OF COMPLETION

The infrastructure installed has been, inspected and accepted by the City of Mission (Public Works) Utility, Streets & Drainage Department. As-builts are due for review.

**Water:**

Springwood Manor Estates has been inspected by ☐ Carlos Fuentes and or ☒ Guadalupe Vela. The infrastructure installed by Trimad Consultants and the methods for testing and approval have complied with the City Subdivision Standards Manual revised March 1998

**Sewer:**

Springwood Manor Estates has been inspected by ☐ Carlos Fuentes and or ☒ Guadalupe Vela. The infrastructure installed by Trimad Consultant and the methods for testing and approval have complied with the City Subdivision Standards Manual revised March 1998.

Inspector (s)

Juan Pablo "JP" Terrazas, P.E., CPM  
Assistant City Manager

2801 N Holland 2 Mission, TX 78574 2 Phone: 956-580-8780 2 Fax: 956-580-8782



## STATEMENT OF COMPLETION - ENGINEERING



## Public Works Department

**To:** Xavier Cerventes Planning Director  
 Project/Subdivision Springwood Manor Subdivision  
 Project/Subdivision Contractor GNH Company  
 Project/Subdivision Engineer Trimad Consultants, LLC  
**From:** Juan Pablo "JP" Terrazas, P.E., CPM Assistant City Manager  
**Date:** 3/28/2025

## STATEMENT OF COMPLETION

The infrastructure installed has been, inspected and accepted by the City of Mission (Public Works) Utility, Streets & Drainage Department. As-builts are due for review.

**Streets:**

Springwood Manor has been inspected by ☐ Joaquin Gonzalez and or ☒ Antonio Serna.  
 The infrastructure installed by GNH Company and the methods for testing and approval have complied with the City Subdivision Standards Manual revised September 2023.

Inspector (s) Antonio Serna

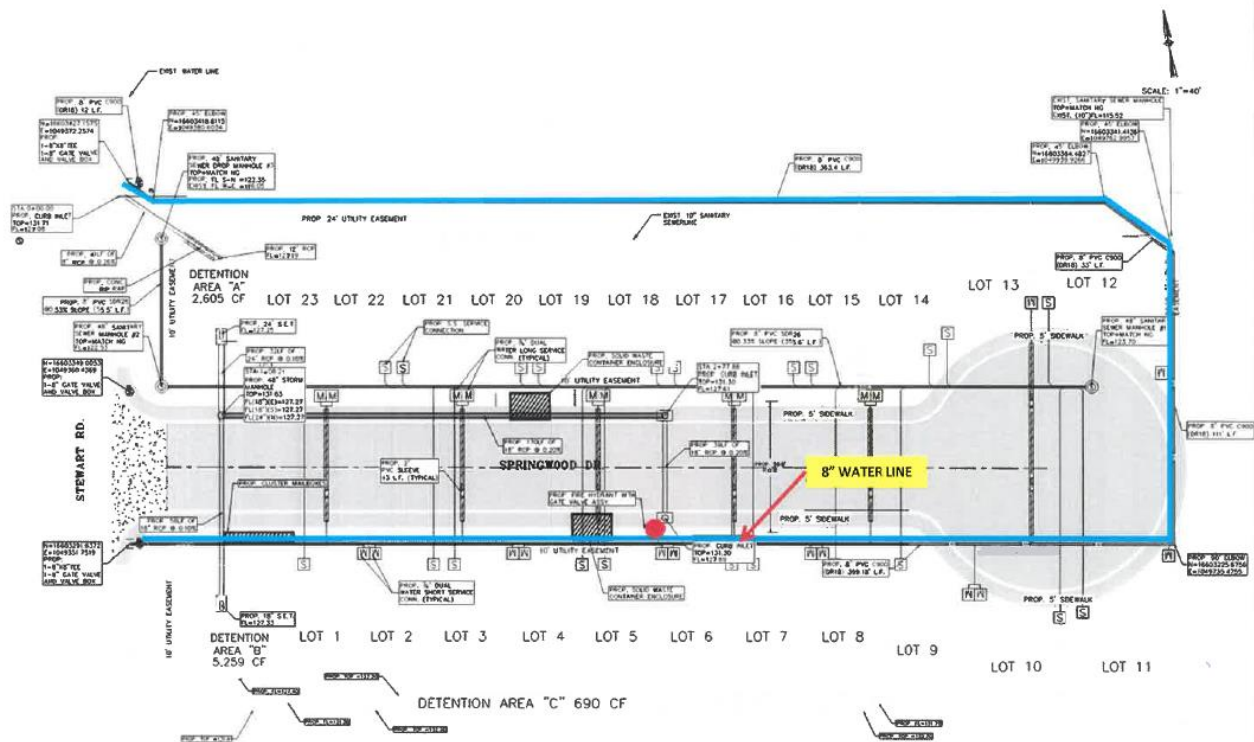
**Strom Drain:**

Springwood Manor has been inspected by ☐ Joaquin Gonzalez and or ☒ Antonio Serna.  
 The infrastructure installed by GNH Company and the methods for testing and approval have complied with the City Subdivision Standards Manual revised September 2023.

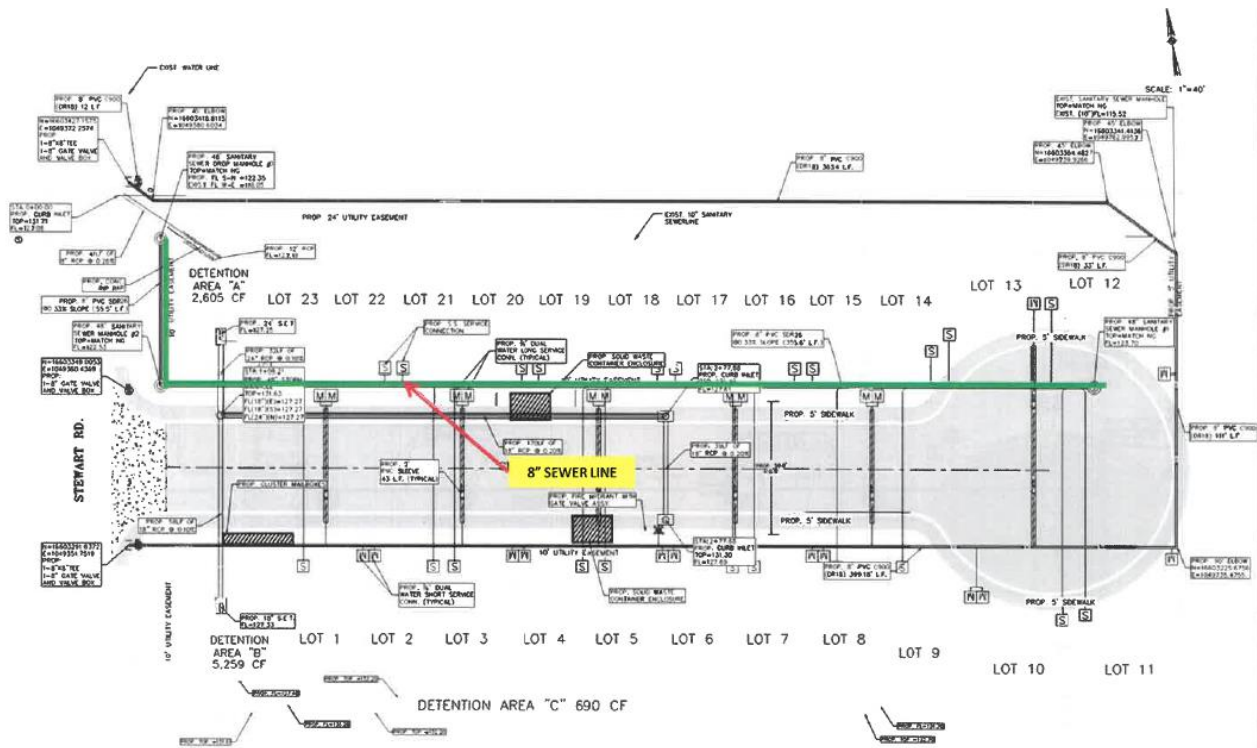
Inspector (s) Antonio Serna

**Juan Pablo "JP" Terrazas, P.E., CPM**  
**Assistant City Manager**

## WATER DISTRIBUTION



# SANITARY SEWER LAYOUT



# STORM WATER DRAINAGE STATEMENT



## DRAINAGE REPORT FOR SPRINGWOOD MANOR ESTATES

### PROJECT LOCATION

Springwood Manor Estates being ±2.06-Acre JOHN H SHARY 208 x 431 – 15.94 AC LOT 211, located in the City of Mission, Texas along N Stewart Rd. according to the map or plat thereof recorded in volume 1, pages 17 of the map records of Hidalgo County, Texas.

### FLOOD PLAIN

The subdivision lies within flood zone "X" (areas of 500-year flood; areas of 100-year flood with average of depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100 year flood.) Community Panel Number: 480345 0005 C; Map Revised: November 20, 1991. The property is located approximately 175 feet from the intersection of N. Stewart Rd. and School Ln in Mission, Texas. The property is currently open with a proposed use of twenty-three (23) townhome lots, and two (2) lots used for detention.

### SOIL CONDITONS

According to the Soil Survey Report prepared for Hidalgo County by the U.S.D.A. Soil Conservation Service, the project site is 100.0% (28) Hidalgo sandy clay loam, 0 to 1 percent slopes, hydrologic group B.

Hidalgo sandy clay loam has the capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr.) and depth to water table: More than 80 inches. The frequency of flooding is none and frequency of ponding is none. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. (See attached Soil Survey).

### PRE-DEVELOPED CONDITION

The existing total property is a 2.00-acre tract. Currently this tract is a single-family residence. The existing drainage pattern for this tract of land sends storm water from the high point located near the South-West corner of the property to the North-West corner of said property. The existing runoff from the lots during a 10-year rainfall event is 3.65 cfs per the attached calculations.

### POST-DEVELOPED CONDITIONS

The proposed Springwood Manor Estates consists of 23 multi-family townhome lots, being around 0.47 acres per lot. Total acreage for the subdivision is 2.00 acres. Post-developed flow will be conveyed by means of keeping the existing drainage pattern. The proposed drainage for this subdivision will consist of 2 detention swales and one (1) conveyance swale. Combined, the swales will detain a total of 8,554 cubic feet of rain. Swale A will detain a volume of 2,605 cubic feet of rainwater, Swale B will detain a total of 5,259 cubic feet of rainwater and Swale C will detain a total of 690 cubic feet of rainwater. These swales will discharge with an 12-in RCP bleeder line to an existing curb inlet that is nearby the North-West corner of the property along N. Stewart Rd. that belongs to the City of Mission (See attached Overall Drainage Map).

Per Hidalgo County Regulations, the proposed runoff from the lots after development during a 50-year rainfall event is 11.15 cfs per the attached calculations.

<input type="checkbox"/> REJECTED	
<input checked="" type="checkbox"/> APPROVED FOR SUBMITTAL	
<input type="checkbox"/> TO H.C. PLANNING DEPT.	
<input checked="" type="checkbox"/> TO CITY	
<input checked="" type="checkbox"/> DISCHARGE PERMIT REQUIRED	
<input type="checkbox"/> DISTRICT FACILITY	
<input checked="" type="checkbox"/> CITY FACILITY	
<input type="checkbox"/> OTHER	
Alexis Lozano H.C.D.D. NO. 1	
4/19/24 DATE	

3/28/2024



Street Pharr, Texas 78577 · 956-688-8860

Pg. 3



STREET VIEW – ENTRANCE PHOTO

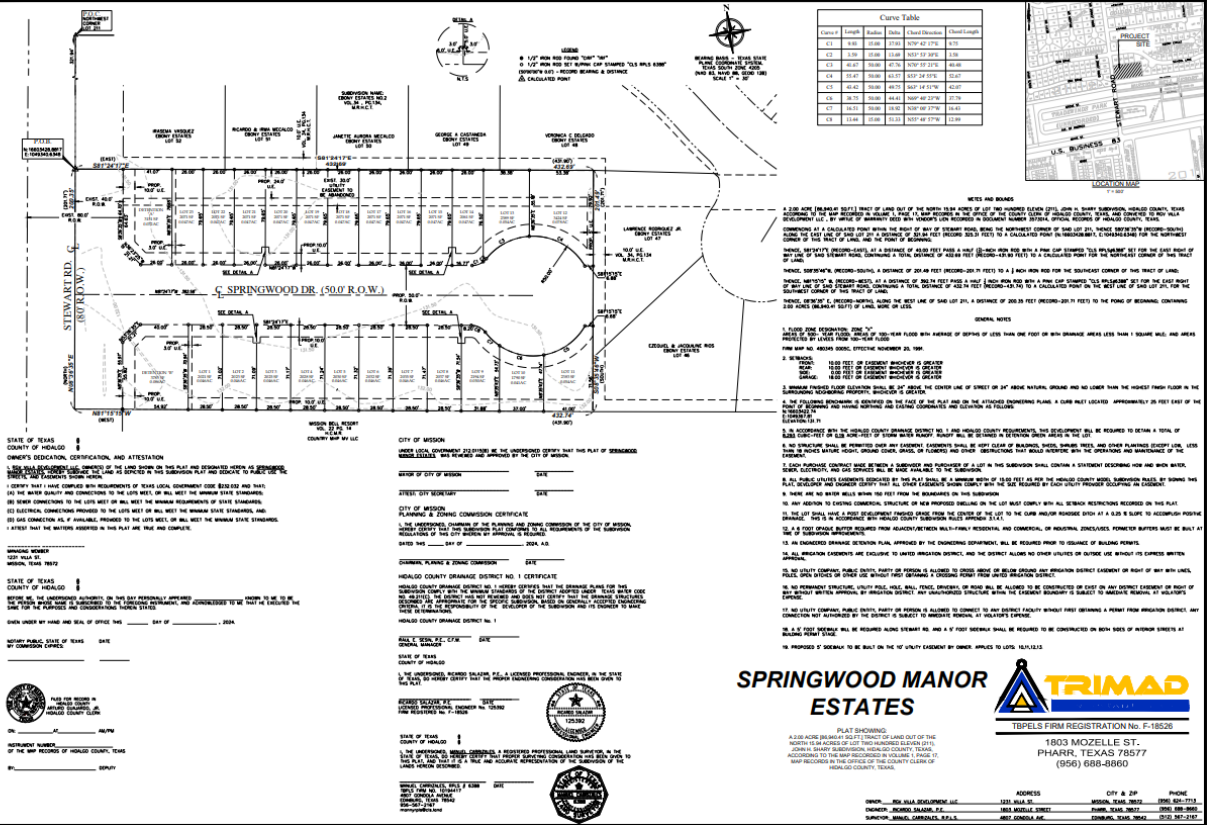


STREET VIEW PHOTO





# PLAT



**SPRINGWOOD MANOR  
ESTATES**

PLAT SHOWING:  
A 100-ACRE TRACT OF LAND IN THE NORTH 1/4 OF SECTION 10, TOWNSHIP 35N, RANGE 12E, COUNTY OF HARRIS, TEXAS, BEING THE SAME TRACT OF LAND AS SHOWN ON THE MAP RECORDED IN VOLUME 1, PAGE 1, OF THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS.

**TRIMAD**

TRIMAD FIRM REGISTRATION NO. F-18528  
1803 MOZELLE ST.  
PHARR, TEXAS 78577  
(956) 688-5890

OWNER: SPRINGWOOD MANOR ESTATES, L.P.	ADDRESS: 1803 MOZELLE ST., PHARR, TEXAS 78577	CITY & ZIP: PHARR, TEXAS 78577	PHONE: (956) 688-5890
OWNER: SPRINGWOOD MANOR ESTATES, L.P.	ADDRESS: 1803 MOZELLE ST., PHARR, TEXAS 78577	CITY & ZIP: PHARR, TEXAS 78577	PHONE: (956) 688-5890
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AERIAL PHOTO



## STATEMENT OF COMPLETION – PUBLIC WORKS



## Public Works Department

**To:** Xavier Cervantes Planning Director  
 Project/Subdivision Springwood Manor Estates  
 Project/Subdivision Contractor Trimad Consultants  
 Project/Subdivision Engineer Trimad Consultants L.L.C.  
**From:** Juan Pablo "JP" Terrazas, P.E., CPM Assistant City Manager  
**Date:** March 25, 2025

## STATEMENT OF COMPLETION

The infrastructure installed has been, inspected and accepted by the City of Mission (Public Works) Utility, Streets & Drainage Department. As-builts are due for review.

**Water:**

Springwood Manor Estates has been inspected by ☐ Carlos Fuentes and or ☒ Guadalupe Vela. The infrastructure installed by Trimad Consultants and the methods for testing and approval have complied with the City Subdivision Standards Manual revised March 1998

**Sewer:**

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Inspector (s)

Juan Pablo "JP" Terrazas, P.E., CPM  
Assistant City Manager

2801 N Holland 2 Mission, TX 78574 2 Phone: 956-580-8780 2 Fax: 956-580-8782



## STATEMENT OF COMPLETION - ENGINEERING



## Public Works Department

**To:** Xavier Cerventes Planning Director  
 Project/Subdivision Springwood Manor Subdivision  
 Project/Subdivision Contractor GNH Company  
 Project/Subdivision Engineer Trimad Consultants, LLC  
**From:** Juan Pablo "JP" Terrazas, P.E., CPM Assistant City Manager  
**Date:** 3/28/2025

## STATEMENT OF COMPLETION

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Inspector (s) Antonio Serna

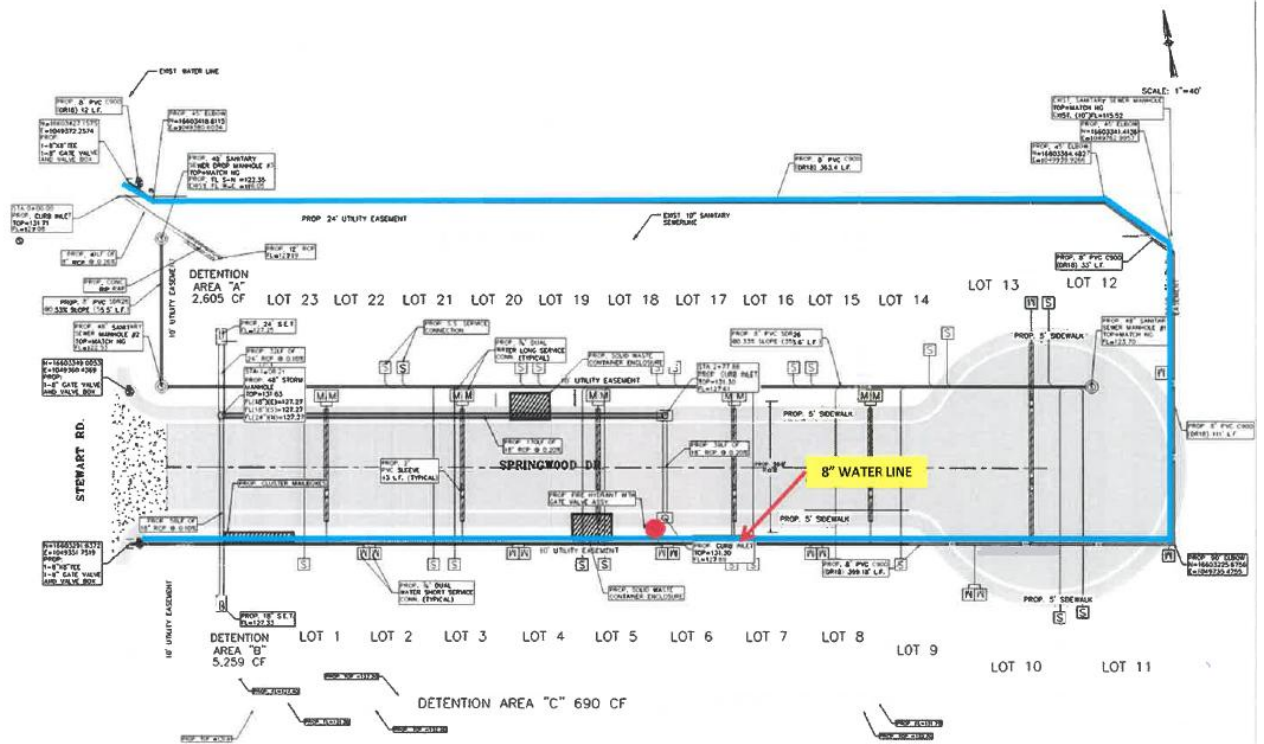
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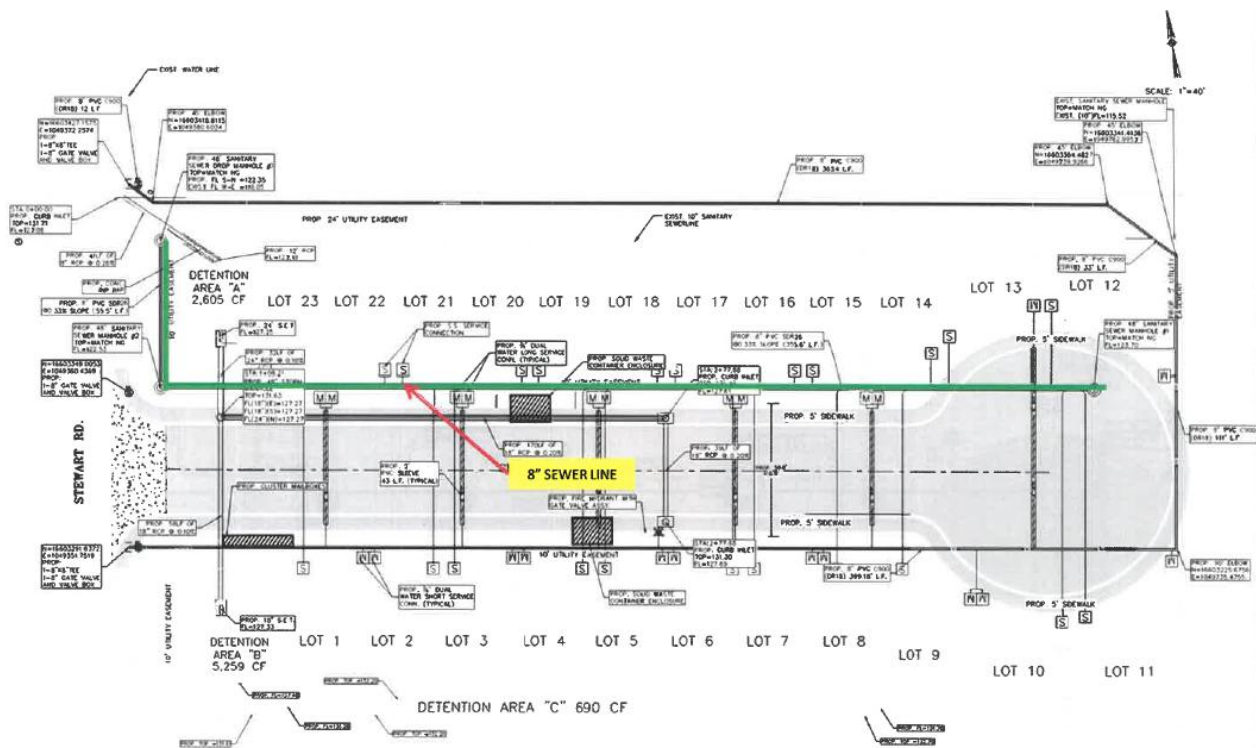
Inspector (s) Antonio Serna

**Juan Pablo "JP" Terrazas, P.E., CPM**  
**Assistant City Manager**

# WATER DISTRIBUTION



## SANITARY SEWER LAYOUT





# STORM WATER DRAINAGE STATEMENT



## DRAINAGE REPORT FOR SPRINGWOOD MANOR ESTATES

### PROJECT LOCATION

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### POST-DEVELOPED CONDITIONS

The proposed Springwood Manor Estates consists of 23 multi-family townhome lots, being around 0.47 acres per lot. Total acreage for the subdivision is 2.00 acres. Post-developed flow will be conveyed by means of keeping the existing drainage pattern. The proposed drainage for this subdivision will consist of 2 detention swales and one (1) conveyance swale. Combined, the swales will detain a total of 8,554 cubic feet of rain. Swale A will detain a volume of 2,605 cubic feet of rainwater, Swale B will detain a total of 5,259 cubic feet of rainwater and Swale C will detain a total of 690 cubic feet of rainwater. These swales will discharge with an 12-in RCP bleeder line to an existing curb inlet that is nearby the North-West corner of the property along N. Stewart Rd. that belongs to the City of Mission (See attached Overall Drainage Map).

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<input type="checkbox"/> REJECTED	
<input checked="" type="checkbox"/> APPROVED FOR SUBMITTAL	
<input type="checkbox"/> TO H.C. PLANNING DEPT.	
<input checked="" type="checkbox"/> TO CITY	
<input checked="" type="checkbox"/> DISCHARGE PERMIT REQUIRED	
<input type="checkbox"/> DISTRICT FACILITY	
<input checked="" type="checkbox"/> CITY FACILITY	
<input type="checkbox"/> OTHER	
Alexis Lozano H.C.D.D. NO. 1	
4/19/24 DATE	

3/28/2024



Street Pharr, Texas 78577 · 956-688-8860

Pg. 3

STREET VIEW – ENTRANCE PHOTO





STREET VIEW PHOTO





## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025  
**PRESENTED BY:** Abram Ramirez, Information Technology Director  
**AGENDA ITEM:** Authorization to purchase Artic Wolf Cybersecurity Solution Software from NETSYNC at a cost of \$107,511.68 utilizing DIR-CPO-4866 - Ramirez

### NATURE OF REQUEST:

Authorization to purchase Artic Wolf Cybersecurity Solution Software from NETSYNC at a cost of \$107,511.68 utilizing DIR-CPO-4866.1 year and 5-month agreement (2024-2025 31,671.88, 2025-2026 75,636.48)

Solution Software will assist in enhancing security posture. 24X7 Monitoring using log ingestion of all system to include MS 365 and MS Defender EDR, Fully Managed and hosted Security Information and Event Management (collect and analyze security event data from various sources (e.g., applications, devices, servers, users, firewalls) to identify and respond to security incidents, facilitate compliance with security regulations and standards by providing audit trails and reports, Log Retention, Security Posture Hardening, Security Journey Guidance, Internal and External Vulnerability Scanning, and warranty.

**BUDGETED:** Yes **FUND:** General **ACCT.#:** 01-426-44640

**BUDGET:** \$808,820.00 **EST.COST:** \$31,671.88 **CURRENT BUDGE BALANCE:** \$164,185.00

**BID AMOUNT** \$ 107,511.68

### STAFF RECOMMENDATION:

Approval

**Departmental Approval:** Purchasing, Finance

**Advisory Board Recommendation:** N/A

**City Manager's Recommendation:** Approval *MRP*

**RECORD OF VOTE:** **APPROVED:** \_\_\_\_\_  
**DISAPPROVED:** \_\_\_\_\_  
**TABLED:** \_\_\_\_\_

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_

Quote #:	AAAQ458366-03	Item 47.
Date:	04/	
Valid for:	30 Days	

Customer	Inside Sales	Account Manager
City of Mission aramirez@missiontexas.us 956.323.5300	Amy MartinezNagy Amartineznagy@netsync.com (m) 9563760935	Danny Saenz

Please send purchase order to: **PO@netsync.com**

Line #	Part	Description	Qty	Unit Price	Ext Price
5 Mo - 5/1/2025-9/30/2025					Sub Total 31,875.20

Default Group (05/01/2025-10/01/2025)

1.0	AW-PLUS-USER-GOLD	MDR MR + 12 TOUCHPOINTS ARCTIC WOLF PLUS USER LICS - GOLD  Unit Price: 9.05 Each per Month Duration: 0 Years, Billing Frequency: Yearly	600	45.25	27,150.00
2.0	AW-PLUS-SERVER-GOLD	MDR MR + 12 TOUCHPOINTS ARCTIC WOLF PLUS SERVER LICS - GOLD  Unit Price: 9.70 Each per Month Duration: 0 Years, Billing Frequency: Yearly	20	48.50	970.00
3.0	AW-MDR-1YR	MDR LOG RET 1YR SVCS ARCTIC WOLF MDR LOG RET 90 DAYS Unit Price: 0.00 Each per Month Duration: 0 Years, Billing Frequency: Yearly	620	0.00	0.00
4.0	AW-MDR-1XX-S	100SRS SENSOR HW ARCTIC WOLF 100SRS SENSOR  Unit Price: 45.25 Each per Month Duration: 0 Years, Billing Frequency: Yearly	2	226.25	452.50
5.0	AW-MDR-2XX-S	200SRS SENSOR HW ARCTIC WOLF 200SRS SENSOR  Unit Price: 90.64 Each per Month Duration: 0 Years, Billing Frequency: Yearly	1	453.20	453.20
6.0	AW-MDR-O365	MDR OFFICE 365U LICS SVCS ARCTIC WOLF MDR OFFICE 365U LICS  Unit Price: 0.62 Each per Month Duration: 0 Years, Billing Frequency: Yearly	600	3.10	1,860.00
7.0	AW-IR-JSR-B	ARCTIC WOLF IR JUMPSTART RETAINER  Unit Price: 125.90 Each per Month Duration: 0 Years, Billing Frequency: Yearly	1	629.50	629.50
8.0	AW-PLATFORM-BASE	ARCTIC WOLF AURORA PLATFORM ARCTIC WOLF BASE PLATFORM  Unit Price: 0.00 Each per Month Duration: 0 Years, Billing Frequency: Yearly	1	0.00	0.00
9.0	AW-OB	ARCTIC WOLF ONBOARDING	1	0.00	0.00
10.0	AW-SHP	SENSOR/SCNR SHIPPING SVCS ARCTIC WOLF SENSOR/SCNR SHIPPING	3	120.00	360.00

1 Year - 10/1/2025-9/30/2026					Sub Total 75,636.48
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Default Group (10/01/2025-10/01/2026)

11.0	AW-PLUS-USER-GOLD	MDR MR + 12 TOUCHPOINTS ARCTIC WOLF PLUS USER LICS - GOLD  Unit Price: 9.05 Each per Month Duration: 1 Years, Billing Frequency: Yearly	600	108.60	65,160.00
12.0	AW-PLUS-SERVER-GOLD	MDR MR + 12 TOUCHPOINTS ARCTIC WOLF PLUS SERVER LICS - GOLD  Unit Price: 9.70 Each per Month Duration: 1 Years, Billing Frequency: Yearly	20	116.40	2,328.00

Quote #:	AAAQ458366-03	Item 47.
Date:	04/	
Valid for:	30 Days	

Line #	Part	Description	Qty	Unit Price	Ext Price
13.0	AW-MDR-1YR	MDR LOG RET 1YR SVCS ARCTIC WOLF MDR LOG RET 90 DAYS Unit Price: 0.00 Each per Month Duration: 1 Years, Billing Frequency: Yearly	620	0.00	0.00
14.0	AW-MDR-1XX-S	100SRS SENSOR HW ARCTIC WOLF 100SRS SENSOR  Unit Price: 45.25 Each per Month Duration: 1 Years, Billing Frequency: Yearly	2	543.00	1,086.00
15.0	AW-MDR-2XX-S	200SRS SENSOR HW ARCTIC WOLF 200SRS SENSOR  Unit Price: 90.64 Each per Month Duration: 1 Years, Billing Frequency: Yearly	1	1,087.68	1,087.68
16.0	AW-MDR-O365	MDR OFFICE 365U LICS SVCS ARCTIC WOLF MDR OFFICE 365U LICS  Unit Price: 0.62 Each per Month Duration: 1 Years, Billing Frequency: Yearly	600	7.44	4,464.00
17.0	AW-IR-JSR-B	ARCTIC WOLF IR JUMPSTART RETAINER  Unit Price: 125.90 Each per Month Duration: 1 Years, Billing Frequency: Yearly	1	1,510.80	1,510.80
18.0	AW-PLATFORM-BASE	ARCTIC WOLF AURORA PLATFORM ARCTIC WOLF BASE PLATFORM  Unit Price: 0.00 Each per Month Duration: 1 Years, Billing Frequency: Yearly	1	0.00	0.00
19.0	TARIFF-AAAQ458366-03	The TARIFF cost if applicable from the manufacturer for the hardware portion will be calculated and incorporated into the invoice.	1	0.00	0.00

Notes: 340001701-176067-13

Arctic Wolf - Year 1 SaaS & 5 mo SaaS  
Cybersecurity Products and Services | DIR-CPO-4866

Total	107,511.68
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	107,511.68



## Software as a Service (SaaS) Agreement

This **Software as a Service (SaaS) Agreement** ("Agreement") is between Netsync Network Solutions ("Netsync") and City of Mission ("Customer") in order for Netsync to facilitate the use of Software as a Service ("Services") by Customer. By signing (Electronically or Manually) this Agreement or an Order for the Services, or by using the Services, Customer accepts this Agreement.

### Scope of Agreement

This Agreement governs Customer access to and use of the Services. Netsync agrees to facilitate the Services for the Term specified in an Order.

### Order(s)

Order(s) are incorporated into this Agreement by this reference. An Order is effective when Customer signs or accept Services (whichever happens first). Order acceptance may be subject to Netsync's credit approval process. Customer may need to provide additional information to register for and/or use certain Services. Customer warrants that the information provided during the registration process is accurate.

### Changes to Services

The Services may be enhanced and/or changed, and the features of the Services may change as long as enhancements and/or changes do not materially reduce the core functionality of the Services. Netsync also may offer additional optional features and/or functionalities in addition to the "standard" Services at an additional cost.

### Fees and Payment for the Services

- A. **Payment Terms.** The fees for the Services are described in the Order. The fees may also include additional overage amounts or per use charges, which will be described in the Order, and Customer agrees to pay these amounts or charges if Customer incurs them. Customer will pay invoices for the Services within 30 days of the invoice date unless the Order specifically states otherwise.
- B. **Late Payment.** If Customer is late in paying an invoice, any sum not paid by Customer when due shall bear interest from the due date until paid at the lesser of: (i) 10 percent per annum or (ii) the maximum rate permitted by law. In addition, if Customer is more than 60 days late in paying an invoice, Netsync may suspend the Services with an advance written notice.
- C. **Fee Disputes.** Customer may withhold amounts that Customer reasonably and in good faith disputes as to the amounts owed. Customer will pay any undisputed fees. If Customer withholds any payment due to a dispute, Customer must notify Netsync in writing of any disputed fees within 15 days of the invoice date and provide Netsync with written details about why Customer disputes the invoice. After Netsync receives notice of the dispute, Netsync will work with Customer in good faith to resolve the dispute.



- D. **Taxes.** Customer shall pay all sales, value added, general standard, and similar taxes; levies; duty; or charges imposed by any governmental authority, related to, or arising from the use of the Services. Netsync reserves the right to gross up the price for the Services in any invoice, if a withholding prevents Netsync from receiving the amount specified in such invoice.

## Term and Termination

- A. **Term and Termination of Orders.** The “Initial Term” of an Order starts on the date the Services are available for use by Customer and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law or the Order states otherwise, there will be an automatic “Renewal Term” of the same length of time unless Customer notifies Netsync in writing that Customer does not want to renew the Services at least 60 days before the end of the Initial Term or then current Renewal Term. If the fees will change for the Renewal Term, Netsync will notify Customer reasonably in advance of the Renewal Term, and in time for Customer to accept or reject renewing the Services. If Customer agrees with the fee changes, Customer may do nothing, and the new fees will apply for the upcoming Renewal Term. Either party may terminate an Order by providing the other party written notice of termination at least 60 days before the end of such Initial Term or Renewal Term. The termination will be effective on the last day of the Initial Term or Renewal Term in effect, and Customer will pay for the Services until the end of current Initial Term or Renewal Term, regardless of when Customer provided notice.
- B. **Term and Termination of Agreement.** This Agreement starts on the date Customer signs its first Order. Either party may terminate this Agreement upon 60 days’ prior written notice to the other party, with or without cause, effective when all Customer’s Orders expire or are terminated. Each party may terminate this Agreement and any impacted Orders by giving written notice to the other party if the other party materially breaches this Agreement and does not cure that breach within 60 days after receiving written notice of the breach.

## Agreement Accepted By

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Customer Contact Signature

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Netsync Contact Signature

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Printed Name

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Printed Name

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Title

---

Title

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City of Mission

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Netsync Network Solutions

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Company Name

---

Company Name

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Date

---

Date

## Order

### Term Date

The Initial Term of this Agreement shall be from 05/01/2025 ("Start Date") and continue through 09/30/2026 ("End Date"). Customer's obligations shall include, but not be limited to, complete payment **for all Services outlined in this Order.**

## Fees and Payment for the Services

### Order Schedule

Part	Description	Duration (Monthly)	Qty.	Unit Price	Total
<b>Term 1 - 5 Mo - 5/1/2025-9/30/2025</b>					
<b>Billing Terms: Annually ( \$ 31,875.20 ) Contract: 5 months</b>					
<b>Default Group</b>					
AW-PLUS-USER-GOLD	MDR MR + 12 TOUCHPOINTS ARCTIC WOLF PLUS USER LICS - GOLD	5	600	45.25	27,150.00
AW-PLUS-SERVER-GOLD	MDR MR + 12 TOUCHPOINTS ARCTIC WOLF PLUS SERVER LICS - GOLD	5	20	48.50	970.00
AW-MDR-1YR	MDR LOG RET 1YR SVCS ARCTIC WOLF MDR LOG RET 90 DAYS	5	620	00.00	00.00
AW-MDR-1XX-S	100SRS SENSOR HW ARCTIC WOLF 100SRS SENSOR	5	2	226.25	452.50
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AW-MDR-O365	MDR OFFICE 365U LICS SVCS ARCTIC WOLF MDR OFFICE 365U LICS	5	600	03.10	1,860.00
AW-IR-JSR-B	ARCTIC WOLF IR JUMPSTART RETAINER	5	1	629.50	629.50
AW-PLATFORM-BASE	ARCTIC WOLF AURORA PLATFORM ARCTIC WOLF BASE PLATFORM	5	1	00.00	00.00
<b>Term 2 - 1 Year - 10/1/2025-9/30/2026</b>					
<b>Billing Terms: Annually ( \$ 75,636.48 ) Contract: 1.00 Years</b>					
<b>Default Group</b>					
AW-PLUS-USER-GOLD	MDR MR + 12 TOUCHPOINTS ARCTIC WOLF PLUS USER LICS - GOLD	12	600	108.60	65,160.00
AW-PLUS-SERVER-GOLD	MDR MR + 12 TOUCHPOINTS ARCTIC WOLF PLUS SERVER LICS - GOLD	12	20	116.40	2,328.00
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AW-MDR-1XX-S	100SRS SENSOR HW ARCTIC WOLF 100SRS SENSOR	12	2	543.00	1,086.00

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AW-MDR-O365	MDR OFFICE 365U LICS SVCS ARCTIC WOLF MDR OFFICE 365U LICS	12	600	07.44	4,464.00
AW-IR-JSR-B	ARCTIC WOLF IR JUMPSTART RETAINER	12	1	1,510.80	1,510.80
AW-PLATFORM-BASE	ARCTIC WOLF AURORA PLATFORM ARCTIC WOLF BASE PLATFORM	12	1	00.00	00.00
				<b>Total:</b>	<b>107,511.68</b>

## Additional Overage Amounts, True-Ups, or Per-Use Charges

Customer understands and agrees that this SaaS Agreement may be subject to additional overages, true-ups, or per-use charges. If applicable, any such charges will be included on relevant future invoices.

## Order Accepted By

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Customer Contact Signature

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Netsync Contact Signature

---

Printed Name

---

Printed Name

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Title

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Title

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City of Mission

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Netsync Network Solutions

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Company Name

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Company Name

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Date

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Date

[Home](#) >

Contract Number

DIR-CPO-4866

Contract Start Date: 11/16/22 ⓘ

Contract Term Date: 11/16/26 ⓘ

Contract Expiration Date: 11/16/27 ⓘ

Vendor Information

[Netsync Network Solutions, Inc.](#)

Vendor ID: 1320030329800

HUB Type: Non HUB ⓘ

RFO: DIR-CPO-TMP-550 ⓘ

Contract Status: Active

VENDOR CONTACT:

[Clara Alessi](#) ↗

Phone: (713) 248-7294

[Vendor Website](#) ↗

DIR CONTACT:

[Shane Hodyniak](#) ↗

## Contract Overview

Netsync Network Solutions offers Cyber Security hardware, software, and services through this contract. Customers can purchase directly through this DIR 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. Resellers are not available for this contract. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through November 16, 2026.

## Contract Details & Ordering Information

[Products & Services](#)



Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Hardware





# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025

**PRESENTED BY:** Abram Ramirez, Information Technology Director

**AGENDA ITEM:** Authorization to purchase Cohesity backup and recovery solution from NETSYNC at a total cost of \$127,874.29 utilizing DIR-CPO-4866 and TIPS 230105 with respective budget amendment - Ramirez

### NATURE OF REQUEST:

Authorization to purchase Cohesity backup and recovery solution from NETSYNC at a total cost of \$127,874.29 utilizing DIR-CPO-4866 and TIPS 230105. The solution includes on premise backup for PD and City Hall and Cloud Backup for City Hall.

Improve the City's security posture by implementing a fortified backup system. Immutable, always-on encryption, WORM (Write Once, Read Many), air-gapped. Zero trust access controls. Prevent unauthorized deletion or manipulation of backup data. MS 365 (SharePoint, One drive, Exchange, TEAMS) backups.

**BUDGETED:** No **FUND:** General **ACCT.#:** varies

**BUDGET:** \_\_\_\_\_ **EST.COST:** \$127,874.29 **CURRENT BUDGE BALANCE:** \_\_\_\_\_

**BID AMOUNT** \$ 127,874.29

### STAFF RECOMMENDATION:

Approval

**Departmental Approval:** Purchasing, Finance

**Advisory Board Recommendation:** N/A

**City Manager's Recommendation:** Approval *MRP*

**RECORD OF VOTE:** **APPROVED:** \_\_\_\_\_

**DISAPPROVED:** \_\_\_\_\_

**TABLED:** \_\_\_\_\_

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_

Quote #:	AAAQ458289	Item 48.
Date:	04/	
Valid for:	30 Days	

Customer	Inside Sales	Account Manager
City of Mission aramirez@missiontexas.us 9565808750	Amy MartinezNagy Amartineznagy@netsync.com (m) 9563760935	Danny Saenz

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
Main Site			Sub Total 67,886.64		
Default Group					
1.0	C5016-10G-SFP-4	C5016-SFP FOUR (4) NODE BLOCK (HARDWARE ONLY)	1	21,966.84	21,966.84
1.1.0	CS-P-C5016-10G-SFP-4	PREMIUM (24X7) SUPPORT FOR C5016-10G-SFP-4; SUBJECT TO THE COHESITY SUPPORT MAINTENANCE TERMS AND CONDITIONS.	1	2,610.26	2,610.26
1.2.0	CBL-10G-SFP-003	CABLE, 10G, SFP+, TWINAX, 3M	8	61.63	493.04
1.3.0	HYB-DATACLOUD-CORE	COHESITY DATA CLOUD CORE EDITION (PER BETB). INCLUDES BACKUP AND RECOVERY FOR ON-PREM AND CLOUD WORKLOADS ALONG WITH ANOMALY DETECTION AND THREAT CONTAINMENT CAPABILITIES. PRE-PAID SUBSCRIPTION. PREMIUM SUPPORT	10	482.61	4,826.10
1.4.0	SAAS-FORTKNOX-H-AWS	COHESITY FORTKNOX DELIVERED AS A SERVICE ON AWS DATA PLANE. PROVIDES A SECURE SERVICE FOR CUSTOMERS TO VAULT THEIR DATA INTO COHESITY-MANAGED WARM TIER STORAGE IN THE CLOUD. PROVIDES DATA ISOLATION, ANOMALY DETECTION REPORTING, AND FLEXIBLE RECOVERY OPTIO	30	374.09	11,222.70
2.0	SAAS-M365-UNL-AWS-SM	COHESITY M365 DELIVERED AS A SERVICE (1 USER) ON AWS DATA PLANE. BACKUP AND RECOVERY OF M365 WORKLOAD. UNLIMITED RETENTION. PRE-PAID SUBSCRIPTION PER USER. UP TO 80FEGB PER USER ON AN AVERAGE. UP TO 3 AWS REGIONS. PREMIUM SUPPORT USER BAND: SM = UP TO 1K;	350	32.13	11,245.50
3.0	TR-VIRTSEAT-1DY	ONE (1) STUDENT SEAT FOR ONE (1) DAY OF INSTRUCTION IN AN INSTRUCTOR-LED VIRTUAL ONLINE CLASS WITH ACCESS TO LABS FOR UP TO SIX MONTHS. REQUEST ENROLLMENT VIA MY COHESITY IN AN OPEN SCHEDULE OF SESSIONS TO CHOOSE FROM. EXPIRES 365 DAYS FROM PO.	4	962.41	3,849.64
Labor					
4.0	NET-PRO-SRVC	Installation & Deployment per SoW.   DC: Backup	4	2,918.14	11,672.56
5.0	TARIFF-AAAQ458289	The TARIFF cost if applicable from the manufacturer for the hardware portion will be calculated and incorporated into the invoice.	1	0.00	0.00

\*\*\* All line items are on TIPS - Technology Solutions Products and Services | 230105 except for line item 4 which is on DIR-CPO-4866

Notes: 340002282-176648-05

Cohesity - City Hall v.3  
TIPS - Technology Solutions Products and Services | 230105  
Cybersecurity Products and Services | DIR-CPO-4866

Total	67,886.64
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	67,886.64

Quote #:	AAAQ458293	Item 48.
Date:	04/	
Valid for:	30 Days	

Customer	Inside Sales	Account Manager
City of Mission aramirez@missiontexas.us 956.580.8750	Amy MartinezNagy Amartineznagy@netsync.com (m) 9563760935	Danny Saenz

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
Main Site				Sub Total	59,987.65
Default Group					
1.0	C5026-10G-SFP-4	C5026-SFP FOUR (4) NODE BLOCK (HARDWARE ONLY)	1	27,645.65	27,645.65
1.1.0	CS-P-C5026-10G-SFP-4	PREMIUM (24X7) SUPPORT FOR C5026-10G-SFP-4; SUBJECT TO THE COHESITY SUPPORT MAINTENANCE TERMS AND CONDITIONS.	1	3,285.05	3,285.05
1.2.0	CBL-10G-SFP-003	CABLE, 10G, SFP+, TWINAX, 3M	8	61.63	493.04
1.3.0	HYB-DATACLOUD-CORE	COHESITY DATA CLOUD CORE EDITION (PER BETB). INCLUDES BACKUP AND RECOVERY FOR ON-PREM AND CLOUD WORKLOADS ALONG WITH ANOMALY DETECTION AND THREAT CONTAINMENT CAPABILITIES. PRE-PAID SUBSCRIPTION. PREMIUM SUPPORT	35	482.61	16,891.35
Labor					
2.0	NET-PRO-SRVC	Installation & Deployment per SoW.   DC: Backup	4	2,918.14	11,672.56
3.0	TARIFF-AAAQ458293	The TARIFF cost if applicable from the manufacturer for the hardware portion will be calculated and incorporated into the invoice.	1	0.00	0.00

\*\*\* All line items are on TIPS - Technology Solutions Products and Services | 230105 except for line item 2 which is on DIR-CPO-4866

Notes: 340002282-176648-06

Cohesity - PD v.3

TIPS - Technology Solutions Products and Services | 230105

Cybersecurity Products and Services | DIR-CPO-4866

Total	59,987.65
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	59,987.65

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Contract Number

DIR-CPO-4866

Contract Start Date: 11/16/22 ⓘ

Contract Term Date: 11/16/26 ⓘ

Contract Expiration Date: 11/16/27 ⓘ

Vendor Information

[Netsync Network Solutions, Inc.](#)

Vendor ID: 1320030329800

HUB Type: Non HUB ⓘ

RFO: DIR-CPO-TMP-550 ⓘ

Contract Status: Active

VENDOR CONTACT:

[Clara Alessi](#) ↗

Phone: (713) 248-7294

[Vendor Website](#) ↗

DIR CONTACT:

[Shane Hodyniak](#) ↗

Contract Overview

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Contract Details & Ordering Information

[Products & Services](#)



Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Hardware

# The Interlocal Purchasing System

Purchasing Made Personal



Item 48.

Printed 9 April 2025

netsync.com



## Netsync Network Solutions

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM  
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

	<u>PAYMENT TO</u>		<u>TIPS CONTACT</u>
ADDRESS	2500 West Loop South, Ste.	NAME	Charlie Martin
CITY	Houston	PHONE	(866) 839-8477
STATE	Texas	FAX	(866) 839-8472
ZIP	77027	EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: Y

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

*Founded in 2002, Netsync is a minority-owned business (MBE), women-owned small business (WOSB), value-added reseller (VAR), specializing in technology solutions. We originated as a team of select senior technical consultants and built our business primarily through relationships and referrals, a true testament to the quality technology services Netsync provides. An end-to-end IT solutions consulting company, Netsync is based in Houston, TX, with offices across the US. Netsync uses a true business consultative approach to determine clients' requirements and architects innovative and synergistic IT solutions to meet clients' needs. Our highly skilled and seasoned engineering team is available 24 hours a day, 7 days a week, 365 days a year. As a Cisco Gold, Master Collaboration, Master Networking, Master Security, and Master Service Provider Partner; an HP and Intel Platinum Partner; and holding certifications and specializations from many of the industry's top best-of-breed manufacturers, Netsync has built its reputation serving the public sector/SLED market.*

**AWARDED CONTRACTS "View EDGAR Doc" on Website**

Item 48.

Contract	Comodity	Exp Date	EDGAR
230202	Security Systems Products and Services	04/30/2026	See EDGAR Certification Doc.
230105	Technology Solutions Products and Services	05/31/2028	See EDGAR Certification Doc.
230901	Audio Visual Equipment, Supplies, and Services	11/30/2026	See EDGAR Certification Doc.
240303	Telephone and Communications Data Systems and Solutions	05/31/2027	See EDGAR Certification Doc.

**CONTACTS BY CONTRACTS****230105**

Clara Alessi	Contracts Manager	(866) 974-5959	legal@netsync.com
Cory Hopf	Director of Inside	(866) 974-5959	chopf@netsync.com

**230202**

Clara Alessi	Contracts Manager	(866) 974-5959	legal@netsync.com
Cory Hopf	Director of Inside	(866) 974-5959	chopf@netsync.com

**230901**

Clara Alessi	Contracts Manager	(866) 974-5959	NLegal@netsync.com
Cory Hopf	Director of Inside	(866) 974-5959	chopf@netsync.com

**240303**

Cory Hopf	Director of Inside	(866) 974-5959	chopf@netsync.com
Shawn Sellers	Director of Vendor	(713) 218-5009	ssellers@netsync.com



BA-25-32

## JUSTIFICATION

**Date Posted:**



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025

**PRESENTED BY:** Michael Fernuik, Golf Director

**AGENDA ITEM:** Authorization to purchase 17,100 square feet of sod from Tri Tex Grass, via Buyboard #706-23 in the total amount of \$51,660.00 for the greens and #1 fairway at Shary Municipal Golf Course as part of the golf course improvement plan funded by the MEDC with respective budget amendment - Fernuik

### NATURE OF REQUEST:

Seeking authorization to purchase 17,100 square feet of sod from Tri Tex Grass, via Buyboard #706-23 in the total amount of \$51,660.00 for the greens and #1 fairway at Shary Municipal Golf Course. On August 28, 2024, the MEDC approved a golf course improvement project funding as a part of their budget process. This was one of the projects to be implemented this fiscal year. The City will be reimbursed for the amount via the reimbursement agreement with the MEDC. The MEDC Board approved the reimbursement agreement at their Board meeting on February 26, 2025 and City Council approved the authorization of the reimbursement agreement on March 10, 2025.

**BUGETED:** No **FUND:** Golf **ACCT. #:** 03-411-74940

**BUDGET:** \$ 250,000.00 **EST. COST:** \$ 51,660.00 **CURRENT BUDGET BALANCE:** \$ 101,687.00

**BID AMOUNT:** \$ N/A

### 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 \_\_\_\_\_



When it really does matter,  
use who the professionals use.

March 18, 2025

Efrain Gutierrez Chapa, City of Mission

RE: Certified TifEagle and Certified TifTuf

Mike Pender

OFFICE  
5901 E Hwy 377  
Granbury, Texas 76049

PHONE  
C: 817-243-9300  
O: 817-579-0770

FAX  
817-579-0703

EMAIL  
mike@tritexgrass.com

WEB  
www.tritexgrass.com

***Tri-Tex Grass is a Certified Buy Board Vendor (#4594) in three categories: Proposal No. 705-23 Field and Turf Irrigation Products, Landscaping Products and Specialty Conditioners/Soils; Proposal No. 706-23 Grounds Maintenance Equipment, Parts, and Supplies; and Proposal No. 641-21 Indoor and Outdoor Sports Surfaces, Repair and Renovation and Gym Floor Refinishing.***

Following is the bid you requested concerning the delivery of Certified TifTuf and Certified TifEagle for your project in Mission. Please remember this is an all-inclusive bid. A change in quantity may constitute a change in price.

**Mission Golf Project (approx. 25,200 sq. ft.)**

• Certified TifEagle Delivered	16,200@\$2.70/sq. ft.	<b>\$ 43,740.00</b>
• Certified TifTuf Delivered	9,000@\$ .88/sq. ft.	<b><u>\$ 7,920.00</u></b>
<b>TOTAL</b>		<b>\$ 51,660.00</b>

**NOTES**

1. Customer may be responsible for unloading truck.
2. Pay arrangements must be made prior to harvest.
3. Customer is responsible for all irrigation on project.

We look forward to working with you. Please call if you have any questions.

Respectfully,

Mike Pender



## Menu



## Vendor Contract Information Summary

Vendor	RCB Ventures, LLC /dba/ Tri-Tex Grass
Contact	Michael Pender
Phone	817-243-9300
Email	mike@tritexgrass.com
Vendor Website	www.tritexgrass.com
TIN	47-0939474
Address Line 1	5901 E. Hwy 377
Vendor City	Granbury
Vendor Zip	76049
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Company Truck
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	Arkansas, Louisiana, Oklahoma, Texas
Contract Name	Grounds Maintenance Equipment, Parts, and Supplies
Contract No.	706-23
Effective	06/01/2023
Expiration	05/31/2026
Accepts RFQs	Yes

3/17/2025 5:18 PM

*Item 49.*

BA-25-31

## JUSTIFICATION

**City Council Approved on:** \_\_\_\_\_ **Date Posted:** \_\_\_\_\_

BA-25-31

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE / DECREASE	PROPOSED BUDGET
		-	-	-
03-411-74940	Other Structures	-	250,000.00	250,000.00
		-	-	-
		-	-	-
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		-	-	-
		-	-	-
		-	-	-
TOTAL		-	250,000.00	250,000.00

## JUSTIFICATION

A budget amendment is required for the reimbursement agreement pertaining to the MEDC golf course improvement project,

**Finance Director:** Vidal Roman

**Date:** 4/14/2025

**City Council Approved on:**

**Date Posted:**





# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025

**PRESENTED BY:** Michael Silva – Fire Chief

**AGENDA ITEM:** Authorization to purchase ambulance equipment for Medic-6 from Stryker, a sole source vendor, in the amount of \$205,354.37 - Silva

### NATURE OF REQUEST:

The Mission Fire Department seeks authorization to purchase ambulance equipment, including a (5) five-year ProCare Prevent Service package, from Stryker for a total cost of \$205,354.37. Stryker is a sole-source vendor for this specialized equipment, which will be used to equip the department's new Medic-6 Transit Ambulance. This purchase is essential to ensure the ambulance meets operational and safety standards, enabling the department to continue providing high-quality emergency medical services to the community. Approval of this request will secure the necessary equipment and maintenance support to uphold service reliability and effectiveness.

**BUGETED:** No **FUND:** General **ACCT. #:** 01-431-74950

**BUDGET:** 194,700 **EST. COST:** 207,373.84 **CURRENT BUDGET BALANCE:** 86,402

**BID AMOUNT:** \_\_\_\_\_

### STAFF RECOMMENDATION:

Approval

**Departmental Approval:** Finance, Purchasing

**Advisory Board Recommendation:** None

**City Manager's Recommendation:** Approval *MRP*

**RECORD OF VOTE:** **APPROVED:** \_\_\_\_\_

**DISAPPROVED:** \_\_\_\_\_

**TABLED:** \_\_\_\_\_

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_



Ambulance Build 2025 - Medic 6

Quote Number:11090718

Version:1

Prepared For:MISSION FIRE DEPT

Attn:

Remit to:Stryker Sales, LLC

21343 NETWORK PLACE

CHICAGO IL 60673-1213

USA

Rep:Jack Scarborough

Email:jack.scarborough@stryker.com

Phone Number:

Quote Date:04/09/2025

Expiration Date:07/08/2025

Contract Start:03/24/2025

Contract End:03/23/2026

Delivery Address		Sold To - Shipping		Bill To Account
Name:	MISSION FIRE DEPT	Name:	MISSION FIRE DEPT	Name:
Account #:	20049216	Account #:	20049216	Account #:
Address:	415 W TOM LANDRY ST	Address:	415 W TOM LANDRY ST	Address:
	MISSION		MISSION	
	Texas 78572-3709		Texas 78572-3709	

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	1	\$35,557.00	\$35,557.00
2.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	1	\$38,543.00	\$38,543.00
3.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	1	\$35.15	\$35.15
4.0	650707000002	KIT, ALVARIUM BATTERY, SERVICE	1	\$1,072.55	\$1,072.55
5.0	650700450301	ASSEMBLY, BATTERY CHARGER	1	\$1,535.20	\$1,535.20
6.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	\$20,716.00	\$20,716.00
7.0	11576-000060	LUCAS Desk-Top Battery Charger	1	\$1,528.55	\$1,528.55
8.0	11576-000071	LUCAS External Power Supply	1	\$483.55	\$483.55
9.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	1	\$909.15	\$909.15
10.0	11576-000047	LUCAS Disposable Suction Cup (12 pack)	1	\$650.75	\$650.75
11.0	6252000000	Stair-PRO Model 6252	1	\$5,750.42	\$5,750.42
11.1	6252009001	Stair-Pro Operations Manual			
11.2	6250001162	In-Service Video (DVD)			
11.3	6252026000	Common Components			
11.4	6250021000	2 Piece ABS Panel Seat			



Ambulance Build 2025 - Medic 6

Quote Number: 11090718

Version: 1

Prepared For: MISSION FIRE DEPT

Attn:

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Rep: Jack Scarborough

Email: jack.scarborough@stryker.com

Phone Number:

Quote Date: 04/09/2025  
Expiration Date: 07/08/2025  
Contract Start: 03/24/2025  
Contract End: 03/23/2026

#	Product	Description	Qty	Sell Price	Total
11.5	6250160000	Polypropelene Restraint Set(Plastic Buckles)			
11.6	6252022000	Main Frame Assy Option			
11.7	6250024000	Standard Length Lower LiftHandles			
11.8	6252027000	Footrest Option			
11.9	6252040000	Removable Head Support			
11.10	6250140000	O2 Bottle Holder			
11.11	6252025000	IV Clip Option			
12.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	1	\$47,115.00	\$47,115.00
13.0	41577-000288	LP15 ACCRY SHIPKIT,AHA,S	1	\$0.00	\$0.00
14.0	11577-000004	Station Battery Charger - For the LP15	1	\$2,500.40	\$2,500.40
15.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	4	\$613.70	\$2,454.80
16.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	1	\$437.95	\$437.95
17.0	11220-000028	LIFEPAK 15 Carry case top pouch	1	\$78.85	\$78.85
18.0	11260-000039	LIFEPAK 15 Carry case back pouch	1	\$106.40	\$106.40
19.0	11577-000001	LIFEPAK 15 Shoulder strap	1	\$46.55	\$46.55
20.0	21330-001365	Test Load, English	1	\$74.50	\$74.50
22.0	11140-000015	AC power cord	1	\$106.40	\$106.40
23.0	11111-000041	LIFEPAK 3-wire extended precordial ECG cable	1	\$112.10	\$112.10
Equipment Total:					\$159,814.27

ProCare Products:



Ambulance Build 2025 - Medic 6

Quote Number: 11090718

Version: 1

Prepared For: MISSION FIRE DEPT

Attn:

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Rep: Jack Scarborough

Email: jack.scarborough@stryker.com

Phone Number:

Quote Date: 04/09/2025

Expiration Date: 07/08/2025

Contract Start: 03/24/2025

Contract End: 03/23/2026

#	Product	Description	Qty	Sell Price	Total
24.1	POWERLOAD-PROCARE	Power Load for MTS POWER LOAD  03/25/2025 - 03/24/2030  Parts, Labor, Travel Preventative Maintenance Batteries Service	1	\$11,760.00	\$11,760.00
24.2	POWERPRO-PROCARE	Power Pro 2 for 6507 POWER PRO 2, HIGH CONFIG  03/25/2025 - 03/24/2030  Parts, Labor, Travel Preventative Maintenance Batteries Service	1	\$8,280.00	\$8,280.00
24.3	LUCAS-FLD-PROCARE	LUCAS 3, 3.1 for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device  03/25/2025 - 03/24/2030  Parts, Labor, Travel Preventative Maintenance Batteries Service	1	\$8,895.00	\$8,895.00
24.4	STR-CHAIR-PROCARE	Stair-Pro for Stair-PRO Model 6252  03/25/2025 - 03/24/2030  Parts, Labor, Travel Preventative Maintenance	1	\$1,580.00	\$1,580.00
24.5	LIFEPK-FLD-PROCARE	Lifepak 15 for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order  03/25/2025 - 03/24/2030  Parts, Labor, Travel Preventative Maintenance Batteries Service	1	\$11,405.00	\$11,405.00
ProCare Total:					\$41,920.00

Data Solutions:

#	Product	Description	Qty	Sell Price	Total
21.0	21996-000109	Titan III Wi-Fi Gateway	1	\$1,305.30	\$1,305.30
Data Solutions Total:					\$1,305.30



Ambulance Build 2025 - Medic 6

Quote Number:

11090718

Version:

1

Prepared For:

MISSION FIRE DEPT

Attn:

Remit to:

Stryker Sales, LLC

21343 NETWORK PLACE

CHICAGO IL 60673-1213

USA

Rep:

Jack Scarborough

Email:

jack.scarborough@stryker.com

Phone Number:

Quote Date:

04/09/2025

Expiration Date:

07/08/2025

Contract Start:

03/24/2025

Contract End:

03/23/2026

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$2,314.80
Grand Total:	\$205,354.37

Prices: In effect for 30 days

Terms: Net 30 Days

**Terms and Conditions:**  
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker’s prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html).



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025  
**PRESENTED BY:** Mike Silva, Fire Chief  
**AGENDA ITEM:** Approval of Affiliation and Program Agreement for Clinical Experience between South Texas College (STC) and Mission Fire Department – Silva

### NATURE OF REQUEST:

To seek approval for an Affiliation and Program Agreement for Clinical Experience between South Texas College (STC) and the Mission Fire Department. This agreement will provide clinical experience opportunities for students enrolled in applicable health and public safety programs. This agreement will allow STC students to complete hands-on training and gain real-world experience in a professional setting, under the supervision of qualified personnel at the Mission Fire Department. The partnership aims to enhance student learning, support workforce development, and strengthen collaboration between the College and local emergency service providers. Approval of this agreement will formalize the relationship and outline the responsibilities of both parties in ensuring a safe, effective, and educational clinical experience.

**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 \_\_\_\_\_



## AFFILIATION AND PROGRAM AGREEMENT FOR CLINICAL EXPERIENCE

THIS AFFILIATION AND PROGRAM AGREEMENT FOR CLINICAL EXPERIENCE (this "Agreement") is made as of \_\_\_\_\_, 2025 (the "Effective Date") by and between South Texas College ("STC") and City of Mission Fire Department ("Affiliate"). STC and Affiliate may be referred to herein individually as a "Party" and collectively as the "Parties."

### W I T N E S S E T H:

**WHEREAS**, STC enrolls students in a Nursing and Allied Health accredited degree program (the "Degree Program");

**WHEREAS**, Affiliate operates a comprehensive municipal emergency service department located at 415 W. Tom Landry St. Mission, TX 78572 (the "Facility");

**WHEREAS**, STC desires to provide a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

**WHEREAS**, Affiliate will make the Facility available to STC for such clinical learning experience, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

#### 1. RESPONSIBILITIES OF STC.

- (a) **Clinical Program.** STC will develop, implement and operate the clinical learning experience component of the Degree Program at the Facility in a form and format acceptable to Affiliate ("Clinical Program"). STC may modify the Clinical Program from time to time, with Affiliate's permission, and will promptly incorporate reasonable changes to the Clinical Program requested by Affiliate from time to time. With respect to the Clinical Program, STC will:
  - (i) ensure the adequacy of Degree Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Degree Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a "Participating Student");
  - (ii) advise all Participating Students, Degree Program faculty and other STC representatives onsite at the Facility (collectively "Program Participants") to attend training and orientation with respect to applicable Affiliate policies and procedures prior to the commencement of each Clinical Program rotation during the Term (each a "Rotation");
  - (iii) provide training for Affiliate's representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Affiliate from time to time;
  - (iv) identify to Affiliate each Program Participant who will participate in a Rotation as soon as that information is reasonably available to STC;
  - (v) require Program Participants to comply with applicable laws and Affiliate policies and procedures when onsite at the Facility;

- (vi) require Program Participants to treat Affiliate patients, staff and Clinical Program supervisors with courtesy and respect and to not disrupt Facility operations or the provision of health care services to Affiliate's patients;
- (vii) timely prepare and update with input from Affiliate rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Affiliate;
- (viii) require Participating Students to arrive on time for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;
- (ix) provide continuing oral and written communication with Affiliate regarding Participating Student Clinical Program performance and evaluation and other pertinent information;
- (x) participate and ensure that Program Participants participate in quality assurance and related programs, if any, implemented by Affiliate;
- (xi) participate and require Program Participants to participate in all reasonable or necessary Affiliate training sessions and programs from time to time; and
- (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Affiliate from time to time.

(b) **Other Obligations.**

- (i) STC will retain ultimate responsibility: for the appointment of faculty from the Degree Program to support the Clinical Program; for educating and supervising Participating Students; and, for evaluating Participating Students' performance with respect to the Clinical Program.
- (ii) Without limiting the foregoing, all Participating Students, Degree Program faculty and other STC representatives onsite at the Facility shall be accountable to the Affiliate's administrator or other designated personnel while onsite at the Facility.
- (iii) STC will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, STC's Program Representative (defined below) will follow-up with Affiliate's Program Representative to address unresolved issues.

(c) **Compliance with Program Requirements.** STC acknowledges that compliance by STC and each Program Participant with the terms and conditions of this Agreement and Affiliate policies and procedures is a condition precedent to Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.

(d) **Dress Code, Meals, Transportation.** STC will cause Program Participants to conform to reasonable personal appearance standards imposed by Affiliate and wear ID badges as requested by Affiliate from time to time. STC will inform Program Participants of their obligation to pay for their own meals at the Facility. STC acknowledges and will inform Program Participants that Affiliate is not responsible for personal items lost or stolen at the Facility and is not responsible for providing transportation to and from the Facility.

(e) **Use of the Facility.** STC will ensure that Program Participants use the Facility solely for the purpose of providing Participating Students with a clinical learning experience pursuant to the Clinical Program.

- (f) **Records**. STC will cause each Program Participant to timely complete and save in Affiliate's systems, as directed by Affiliate, accurate records of all services provided by the Program Participant to an Affiliate patient ("Records"). All Records are and will remain the property of Affiliate, subject to the rights of patients with respect to such records and to the terms of applicable law. Affiliate will provide to STC a copy of the Records for all lawful purposes, including defense of liability claims.
- (g) **Program Participants**. STC will provide to Affiliate information regarding each Program Participant, including immunization records, documentation attesting to the competency of Degree Program faculty (e.g., state licensure, board certification in the relevant specialty, etc.) and background checks and drug screens as determined to be necessary in Affiliate's reasonable discretion from time to time.
- (h) **Liability Insurance**. STC shall obtain and maintain general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers approved by Affiliate, in its reasonable discretion, and covering the acts and omissions of Program Participants. STC will notify Affiliate at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Affiliate, upon request, certificates of insurance evidencing the above coverage.

Nothing in this Agreement is intended to be construed or shall be interpreted as: (i) denying either STC or Affiliate any remedy or defense available to it under state law; (ii) the consent of the State of Texas to be sued; or (iii) a waiver of sovereign immunity of the State of Texas or STC beyond any waiver explicitly provided for in state statutes.

- (i) **Health of Program Participants**. If a Program Student is exposed to an infectious or environmental hazard or other occupational injury while at the Affiliate, the Affiliate, upon notice of such incident from the Participating Student, will provide such emergency care as is provided to Affiliate's employees.

STC will ensure that each Participating Student furnishes to Affiliate, prior to each non-consecutive Rotation, a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

- (i) Tuberculin skin test performed within the past twelve (12) months or a negative chest X-ray within the last two (2) years;
  - (ii) Proof of Mumps, Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;
  - (iii) Proof of Varicella immunity, by positive antibody titer or two (2) doses of Varicella immunization;
  - (iv) Proof of Influenza vaccination during the flu season, September 1 to March 31, (or dates defined by CDC); and
  - (v) Proof of Hepatitis B immunization by positive antibody titer or three (3) doses of Hepatitis B immunizations.
- (j) **Performance**. All faculty provided by STC to support the Clinical Program shall be faculty members of the Degree Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by STC. STC and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local,

state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Affiliate and any non-conflicting rules and regulations of STC as may be in effect from time to time. Neither STC nor any Program Participant shall interfere with or adversely affect the operation of Affiliate or the performance of services therein.

- (k) **Background Checks.** STC will, at its sole expense and to the extent permitted by law, gather or otherwise obtain all reasonable and necessary background information and data concerning Program Participants and Degree Program faculty and make this information available to Affiliate.
- (l) **Student Documentation.** STC will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g) - (l) of this Agreement during the Term and for at least three (3) years following expiration or termination of this Agreement.
- (m) **Access to Resources.** STC shall ensure that its department heads have the necessary authority to provide faculty and Participating Student with access to appropriate resources for the Participating Students' education.

## 2. RESPONSIBILITIES OF AFFILIATE.

- (a) Affiliate will make the Facility access reasonably available to Program Participants and reasonably cooperate with STC's orientation of all Program Participants to the Facility. Affiliate shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Affiliate shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Affiliate operations. Affiliate shall at all times retain ultimate control of the Affiliate and responsibility for patient care and quality standards.
- (b) Upon STC's request, Affiliate shall assist STC in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be completed and provided to STC in a timely manner. However, STC shall at all times remain solely responsible for the evaluation and education of Participating Students.
- (c) Affiliate will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. If a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (e.g., needle stick) while at the Facility, Affiliate shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided to its employees including, where applicable: examination and evaluation by Affiliate's emergency department or other appropriate department as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. If Affiliate does not have the resources to provide such emergency care, Affiliate will refer such student to the nearest emergency facility.
- (d) To the extent Affiliate generates or maintains educational records for Participating Students that are subject to the Family Educational Rights and Privacy Act (FERPA), Affiliate will comply with applicable FERPA requirements. For purposes of this Agreement, STC designates Affiliate as an STC official with a legitimate educational interest in the educational records of Participating Students to the extent that access to STC's records is required by Affiliate to carry out the Clinical Program.

- (e) Upon reasonable request, Affiliate will provide proof to STC that Affiliate maintains liability insurance in an amount that is commercially reasonable.
  - (f) Affiliate will provide written notification to STC if a claim arises involving a Program Participant. Both Affiliate and STC agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
  - (g) Affiliate will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary in Affiliate's discretion. Affiliate will notify STC's Program Representative (defined below) when such action has occurred.
  - (h) Upon reasonable notice from STC, Affiliate will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Degree Program. Such inspections must be accompanied at all times by an Affiliate representative and are contingent upon receipt by Affiliate of executed agreements that Affiliate believes are reasonably necessary or convenient to protect the confidentiality and security of Affiliate's information.
  - (i) Affiliate shall provide Program Participants with computer access and access to call rooms, if necessary.
  - (j) Affiliate shall provide secure storage space for Participating Students' personal items when at the Facility. However, in no event is Affiliate liable for any loss or damage to personal items, and participants are encouraged to bring only necessary items.
  - (k) Affiliate shall provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Facility.
3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:
- (a) Each Party will select and identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. STC's Program Representative shall be a faculty member who will be responsible for teaching and assessment provided pursuant to this Agreement for Participating Students. Each Party will maintain a Program Representative during the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
  - (b) STC will provide qualified and competent Degree Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.
  - (c) Both STC and Affiliate will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or conference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.
  - (d) STC acknowledges, and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Affiliate or STC. Participating Students are not to replace Affiliate staff and are not to render unsupervised patient care and/or services. Affiliate and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate under the circumstances and accordance with the Participating Student's level of training.



- (e) Any courtesy appointments to faculty or staff by either STC or Affiliate shall be without entitlement of the individual to compensation or benefits for the appointed party.
- (f) Both STC and Affiliate will work together to create and maintain an appropriate learning environment for the Participating Students.
- (g) STC, including its faculty, staff and residents, and the Affiliate share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The Parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

**4. WITHDRAWAL OF PARTICIPATING STUDENTS.** Affiliate may immediately remove a Participating Student from the Facility when, in Affiliate's discretion, his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Affiliate's operations and/or patients. In such event, STC will immediately remove the Participating Student from the Clinical Program upon receipt of written notice from Affiliate. It is understood that only STC may dismiss the Participating Student from the Clinical Program. STC may terminate a Participating Student's participation in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

**5. FEES.** All fees generated by or in connection with services provided by Program Participants to Affiliate patients belong to Affiliate. STC, on behalf of itself and each Program Participant, hereby assigns to Affiliate all right, title and interest (if any) in and to such fees. If STC or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Affiliate patients, STC will, and will cause Program Participants to, immediately deliver and endorse over to Affiliate all such amounts. STC will not, and will cause Program Participants to not, bill Affiliate patients for services provided. STC will, and will cause Program Participants to, take all actions and execute all documents reasonably requested by Affiliate in order for Affiliate to collect fees and payments for health care services provided by Program Participants.

**6. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.**

- (a) The Parties hereby acknowledge that they are independent contractors, and neither STC nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Affiliate. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. STC shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Affiliate for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not receive, any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out as having the right or authority to bind the other Party nor shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
- (b) Each Party acknowledges that Participating Students will not be considered employees or agents of Affiliate or STC for any purpose. Participating Students will not be entitled to receive any compensation or any benefits of employment from Affiliate or STC, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
- (c) STC acknowledges that Affiliate is not obligated to and shall not implement or maintain insurance coverage for the benefit or protection of STC or Program Participants.



**7. NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to handicaps, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

**8. INDEMNIFICATION.** To the extent permitted by applicable law and without waiving any defenses, each Party hereto shall indemnify and hold harmless the other Party and the other Party's officers, directors, trustees, medical and nursing staff, representatives and employees from and against all third-party liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of either or any of its Program Participants, agents, representatives or employees in connection with this Agreement including, but not limited to, claims for personal injury, professional liability, and the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements.

**9. CONFIDENTIALITY.** STC will, and will advise Program Participants to, keep strictly confidential and hold in trust all non-public information of Affiliate, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Affiliate, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Affiliate is permitted an opportunity to minimize the potential harmful effects of such disclosure. STC shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Affiliate. These confidentiality requirements survive the termination or expiration of the Agreement.

**10. TERM; TERMINATION.**

- (a) The term of this Agreement will commence on the Effective Date and will continue unless and until terminated as provided below (the "Term").
- (b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all Participating Students participating in the Program at the time of notice of termination, or who are already scheduled to train at the Facility, shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.
- (c) The Parties may terminate this Agreement at any time by mutual written agreement.
- (d) Affiliate may immediately terminate this Agreement at any time upon notice to STC in the event of a breach of Section 11 of this Agreement.

**11. REPRESENTATIONS AND WARRANTIES.**

- (a) STC hereby represents to Affiliate as of the Effective Date and warrants to Affiliate for the Term that STC and its Program Participants: (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal Health Care Programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal Health Care Programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the STC, or a Program Participant being excluded from participation in the Federal Health Care Programs; and
- (b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. STC will immediately notify Affiliate, in writing, of any change in status of the representation and warranty set forth in this section.

**12. TRAVEL EXPENSES.** No expense of STC or of a Program Participant will be paid or reimbursed by Affiliate unless that expense is approved by Affiliate in writing in advance and is incurred and documented in accordance with applicable Affiliate travel and expense policies.

**13. USE OF NAME OR LOGO.** STC will not, and will cause Program Participants to not, use names, logos or marks associated with Affiliate without the express written consent of Affiliate in each case.

**14. ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

**15. SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

**16. CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

**17. NO WAIVER.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

**18. GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas without regard to its conflicts of law principles. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts located in Hidalgo County, Texas.

**19. ASSIGNMENT; BINDING EFFECT.** STC may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Affiliate. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

**20. NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Affiliate: City of Mission Fire Department  
415 W. Tom Landry St. Mission, TX 78572  
O: 956.467.9465  
E: msilva@missiontexas.us  
Attention: Fire Chief Michael Silva

Copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: Mayor/Fire Chief

If to STC: South Texas College  
 Nursing and Allied Health Division  
 1101 E. Vermont  
 P.O. Box 9701  
 McAllen, Texas, 78501  
 Phone: (956) 872-3120  
 Fax: (956) 872-3115  
**Attention:** Jayson Valerio, DNP, RN

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

**21. COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

**22. HIPAA REQUIREMENTS.** To the extent applicable to this Agreement, STC agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements." STC further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d) other than as permitted by HIPAA Requirements and the terms of this Agreement. STC will, and will cause Program Participants to, enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

**23. NO REQUIREMENT TO REFER.** Nothing in this Agreement requires or obligates STC to cause the admittance of a patient to Affiliate or to use Affiliate's services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

**24. NO PAYMENTS.** Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

**25. RECITALS.** The Recitals contained in this Agreement shall be an enforceable part of this Agreement and shall be binding on the Parties as if fully set forth herein.

**26. EQUITABLE REMEDIES.** STC acknowledges that the injury which might be suffered by Affiliate in the event of any breach by STC or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Affiliate and any other remedies which Affiliate may pursue hereunder or under applicable law, Affiliate shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

**WHEREFORE**, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

**South Texas College (STC)**

\_\_\_\_\_  
By: Dr. Anahid Petrosian

Title: Vice President and Provost for Academic Affairs  
and Economic Development

Date: \_\_\_\_\_

**City of Mission Fire Department**

\_\_\_\_\_  
By:

Title: \_\_\_\_\_

Date: \_\_\_\_\_





## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025  
**PRESENTED BY:** Mike Silva, Fire Chief  
**AGENDA ITEM:** Approval of Ordinance # \_\_\_\_\_ amending Ordinance #5547 Adopting Three (3) Additional Personnel to the Classified Position of Firefighter for the Mission Fire Department – Silva

### NATURE OF REQUEST:

On September 9, 2024, the Mission Fire Department requested and established 54 positions for the Classified position of Firefighter by the Adoption of Ordinance #5547 for FY 2024-25. The Department is requesting three (3) additional Firefighter positions in order to meet the operational demands and reduce overtime costs. These positions will be very beneficial to the department when personnel are out on injury, sick or vacation leave.

Given the volume of emergencies handled by Fire EMS, additional personnel are needed to meet the community's demands.

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

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

**BID AMOUNT:** \$ \_\_\_\_\_

### STAFF RECOMMENDATION:

Approval

**Departmental Approval:** Finance

**Advisory Board Recommendation:** N/A

**City Manager's Recommendation:** Approval *MRP*

**RECORD OF VOTE:** **APPROVED:** \_\_\_\_\_

**DISAPPROVED:** \_\_\_\_\_

**TABLED:** \_\_\_\_\_

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_



**ORDINANCE NO. \_\_\_\_\_****AN ORDINANCE AMENDING ORDINANCE #5547 ADOPTING THREE (3) ADDITIONAL PERSONNEL TO THE CLASSIFIED POSITION OF FIREFIGHTER FOR THE MISSION FIRE DEPARTMENT**

Whereas, the City Council in Ordinance 2963 established the civil service policies for the City of Mission and in this ordinance establishes the classifications in the Fire Department for each FY. The Mission Fire Department had requested and established 54 positions for the Classified Position of Firefighters by the adoption of Ordinance #5547 for the FY 2024-25. On April 14, 2025, City Council approved funding for the Mission Fire Department that allows the hiring of three (3) additional firefighters

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSION, TX. THAT,**

**SECTION 1:** The classified positions for Firefighters will increase to 57 with the addition of three (3) new positions for the Mission Fire Department and shall be set out in the attached exhibit and incorporated herein.

**SECTION 2:** This ordinance shall be effective on April 15, 2025 and shall be subject to amendment or repeal in accordance with the fiscal year for the City of Mission which shall expire on September 30, 2025.

**SECTION 3:** The City Secretary of the City of Mission is hereby authorized and directed to publish such ordinance in a newspaper having circulation in Mission, Texas in Hidalgo County.

**SECTION 4:** If any part or parts of this ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not effect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this ordinance is considered severable.

**CONSIDERED, PASSED, AND APPROVED** this 14th day of April, 2025.

\_\_\_\_\_  
Norie Gonzalez Garza, Mayor

ATTEST:

\_\_\_\_\_  
Anna Carrillo, City Secretary

# CIVIL SERVICE CLASSIFICATION FY 24-25

## MISSION FIRE DEPARTMENT

	<b>24-25</b>	<b>24-25 amendment</b>
Deputy Chief	5	5
CPT	7	7
LT	22	22
ENGINEER	18	18
FIREFIGHTER	54 +3	57

Total	106 +3	109
-------	--------	-----

FIRE CHIEF	1	1
------------	---	---

Total	107	110
-------	-----	-----



CITY OF  
**MISSION**

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025  
**PRESENTED BY:** Brad Bentsen, Director Parks and Recreation  
**AGENDA ITEM:** Authorization to Award Second and Final Renewal Option with South Texas Landscapes Irrigation and Pest Control, LLC for Right-of-Way Mowing - Bentsen

### NATURE OF REQUEST:

On May 10, 2023, the City of Mission entered into a contract agreement with South Texas Landscapes Irrigation and Pest Control LLC for the Right-of-Mowing & Maintenance Services. The contract terms were for one, one-year primary with two, one-year renewal options based on a 2% increase for the first renewal, with a 0% increase on the second and final renewal. Staff is seeking authorization to renew Bid # 23-323-04-14 for the second and final year renewal option with the 0% price increase over the second renewal at a cost of \$179,152.80.

**BUGETED:** Yes **FUND:** General **ACCT. #:** 01-461-94810

**BUDGET:** \$237,958.00 **EST. COST:** \$179,152.80 **CURRENT BUDGET BALANCE:** \$91,465.00

**BID AMOUNT:** \$179,152.80

### STAFF RECOMMENDATION:

Staff and City Manager Approve Authorization of Renewal

**Departmental Approval:** Finance, Purchasing

**Advisory Board Recommendation:** N/A

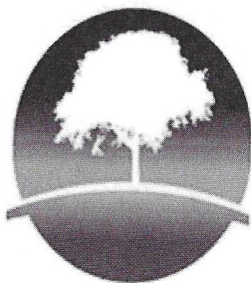
**City Manager's Recommendation:** Approval *MRP*

**RECORD OF VOTE:** **APPROVED:** \_\_\_\_\_  
**DISAPPROVED:** \_\_\_\_\_  
**TABLED:** \_\_\_\_\_

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_



**SOUTH TEXAS LANDSCAPES, IRRIGATION, AND PEST CONTROL  
LLC.**

1802 NUGGET ST  
PENITAS, TX 78576 US  
+1 9568620232  
STXLANDSCAPES@GMAIL.COM

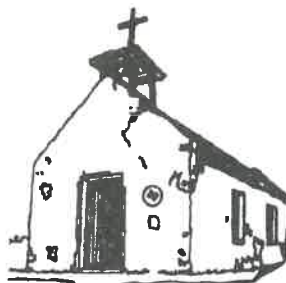
April 3, 2025

City Of Mission  
Attn: Brad Bentsen  
721 N Bryan Road  
Mission, Tx 78572

**Re: ROW Mowing and Maintenance Contract# 23-323-04-14**

South Texas Landscapes Irrigation and Maintenance would like to exercise the 2<sup>nd</sup> and final one-year renewal option for Contract # 23-323-04-14/ROW Mowing and Maintenance Services with the City of Mission Parks and Recreation Department, that is set to expire May 06, 2025. This is for an additional one-year contract with a 0% increase over the 1<sup>st</sup> year contract renewal at a 2% price increase that yielded the renewed price of \$179,152.80. This 2<sup>nd</sup> year contract price will remain at \$179,152.80. Any questions, please feel free to contact our office at 956-862-0232 Alexis/Owner or 956-454-4491 Alejandra / Office Manager.

Sincerely  
Alexis Garza  
Thank You



## CITY OF MISSION

*"Home of the Grapefruit"*

May 10, 2023

Alexis Garza, CEO/ Owner  
South Texas Landscapes, Irrigation, and Pest Control, LLC  
1802 Nugget St.  
Penitas, Texas 78576

Subject: Notice of Award – Bid No: 23-323-04-14 Right-of-Way Mowing & Maintenance Services

Dear Alexis Garza:

You are hereby notified that you have been awarded City of Mission Bid No: 23-323-04-14 Right-of-Way Mowing & Maintenance Services. Please use this bid number on any correspondence to the City of Mission.

Contract will be for a period of one (1) year base term, commencing from date of award. It is at the sole option of the City of Mission to exercise two (2) consecutive, one (1) year extensions. The total duration of this contract, including the exercise of any renewals under this clause, shall not exceed three (3) years.

**The Renewal Options are contingent upon the Vendor providing a renewal letter at least 45-days prior to the Contract term. Please note that the Renewal % increase being proposed per year listed below must be from the original bid Unit Price.**

**Contract Base Term: May 10, 2023 through May 09, 2024.**

To facilitate the discharge of this contract, the Technical Representative (TR) for the contract is Brad Bentsen (Parks & Rec Director) who can be reached at (956) 956-221-1069. The Technical Representative will perform the following duties during the term of this contract:

1. Monitor, verify and take such action necessary to ensure that your firm performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications. Specific emphasis shall be placed on the quality, quantity, acceptability, and manner of work for both adherences to the contract provisions and to your firm's quality control program.
2. Notify your firm of deficiencies observed during delivery of goods and/or services

and direct your firm to comply with the contract requirements. Coordinate with the Procurement Agent about your firm's unacceptable performance. Your firm's corrective actions must be within the scope of the contract.

3. Forward all disagreements with your firm that cannot be resolved within the scope of the delegated authority to higher levels within the City. The TR will provide records and reports to the Procurement Agent concerning faulty or non-conforming work, delays or problems, and recommend appropriate actions to effect correction within the scope of the contract or dispute.
4. Ensure that any City furnished property is provided and returned in accordance with the contract provisions.
5. Maintain records applicable to the criteria established in the contract for performance issues, as they relate to the assessment of potential liquidated damages. Assert when applicable, in coordination with the Procurement Agent, any damages provided in the contract due to your firm's failure to meet standards.
6. Maintain a current record of the obligated contract dollar amount, billed and paid.
7. Recommend acceptance or rejection of invoices that have been submitted by your firm. Disposition of payment recommendations rest with the appropriate Procurement Agent and the TR.
8. Coordinate with the Procurement Agent prior to releasing any correspondence involving schedule, performance, cost, and invoices/payment.
9. Work with the Procurement Agent to properly close out the contract and all records.
10. Perform, or cause to be performed, inspections required by the contract. Verify that your firm has corrected all deficiencies. Act as certifying official, and receive, accept or reject supplies/services for the City specified in the contract and invoiced by your firm.

The following actions are specifically reserved for the Procurement Agent.

1. Issuance of any orders or modifications to your firm regarding contractual matters, such as changes in price, deliveries, statements of work, specifications, or other contractual terms.
2. Directing work to start or stop, except as specifically provided for by the terms and conditions of the contract.
3. Amending the contract requirements in any respect.
4. Submit for Approval any action that will result in additional charges to the City.
5. Interpretation of contract terms and conditions.



In the event of the Technical Representative absence, the Procurement Agent shall act in this capacity. The presence or absence of the TR shall not relieve the Contractor from any requirements of the contract. In the event of any discrepancies the original bid submitted will take precedence.

This assignment and delegation of the city is effective as of this date and shall remain in full effect until contract expiration or termination in writing by the Procurement Agent.

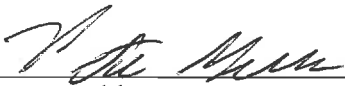
A copy of your bid response is enclosed for your records. Said bid response and this notice of award constitute the contract. Please include the bid number on all correspondence pertaining to this contract, and with each invoice that you submit.

If you have any questions, please contact your assigned **Procurement Director, Peter Geddes** at the phone number or address listed below.

City of Mission  
1201 E. 8<sup>th</sup> Street  
Mission, TX 78592  
956/580-8667  
956/580-8798 FAX

We appreciate your interest in City of Mission and look forward to working with you.

Sincerely,

  
Peter Geddes  
Procurement Director

5/10/23  
Date

cc: Contract file, Brad Bentsen



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025

**PRESENTED BY:** Brad Bentsen, Director Parks and Recreation

**AGENDA ITEM:** Approval of Interlocal Cooperation Agreement between the County of Hidalgo, Texas, and the City of Mission, Texas, Concerning the Development of the Recreational Trails Connectivity Project - Bentsen

### NATURE OF REQUEST:

Seeking Approval of an Interlocal Cooperation Agreement between Hidalgo County, Texas and the City of Mission, concerning the Development of the Recreational Trails Connectivity Project connecting the existing Mission, Hidalgo and Mcallen 2<sup>nd</sup> St Hike and Bike Facilities via a new location 15.7 mile long, 10 ft wide concrete path.

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

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

**BID AMOUNT:** \$ \_\_\_\_\_

### STAFF RECOMMENDATION:

Approval

**Departmental Approval:** Finance

**Advisory Board Recommendation:** N/A

**City Manager's Recommendation:** Approval *MP*

**RECORD OF VOTE:** **APPROVED:** \_\_\_\_\_

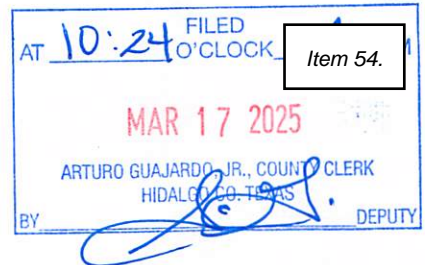
**DISAPPROVED:** \_\_\_\_\_

**TABLED:** \_\_\_\_\_

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_



STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF MISSION, AND HIDALGO COUNTY, TEXAS CONCERNING THE DEVELOPMENT OF THE RECREATIONAL TRAILS CONNECTIVITY PROJECT CONNECTING THE EXISTING MISSION, HIDALGO, AND MCALLEN 2<sup>nd</sup> ST. HIKE AND BIKE FACILITIES VIA A NEW LOCATION 15.7MILE LONG, 10FT WIDE CONCRETE PATH.**

THIS agreement is made on this the 4<sup>th</sup> day of March, 2025 by and between the CITY OF MISSION, TEXAS, hereinafter referred to as "CITY", and the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as "COUNTY" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, CITY is a home rule municipality located in Hidalgo County, Texas;

**WHEREAS**, the COUNTY is a local government defined by the Act, and a county in the State of Texas;

**WHEREAS**, CITY and COUNTY desire to cooperate in the development of the Recreational Trails Connectivity Project (the "Project") as identified in Exhibit A of this agreement;

**WHEREAS**, CITY and COUNTY agree it is essential to develop this vital link from the City of Mission's hike and bike trail EAST to the City of McAllen's 2<sup>nd</sup> St. Hike and Bike Trail, and then SOUTH to the City of Hidalgo's hike and bike trail;

**WHEREAS**, the COUNTY will be the fiduciary agent for the Project and assume the role of project development lead;

**WHEREAS**, the % of the 15.7 miles of the overall project length based on track lane miles within each jurisdiction is as follows:

- City of MCALLEN               – 56% (8.8 miles)
- City of MISSION               – 24% (3.7 miles)
- City of HIDALGO               – 9% (1.4 miles)
- Hidalgo County Pct #2       – 6% (1.0 miles)
- Hidalgo County Pct #3       – 5% (0.8 miles)

**WHEREAS**, CITY and COUNTY are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, CITY and COUNTY agree to support the proposition that COUNTY assume the role as project sponsor to develop the project through all project development activities, inclusive of PS&E and Construction Oversight aspects of the project within the City's municipal limits and have the single management and control of the project.

**NOW, THEREFORE**, CITY and COUNTY, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. COUNTY agrees to complete the necessary project development activities, which include, but are not limited to; PS&E, Survey, Geotechnical Services, Utilities, ROW Permitting, Construction Management, and Construction Material Testing.
2. The project at various points, passes through the jurisdiction of MCALLEN, MISSION, and HIDALGO and when completed will form a 15.7 mile long connection between the Mission Hike and Bike Facility, the McAllen 2<sup>nd</sup> St. Hike and Bike trail, and the Hidalgo Hike and Bike Facility, which the COUNTY shall have single management and control of.
3. CITY agrees to contribute, to the project made the basis of this Interlocal Agreement, an amount not to exceed \$1,000,000.00, which shall be paid to COUNTY in the following amounts: Upon execution of this Agreement a lump sum totaling \$800,000 (segments #1 and #2, Exhibit A), the remaining sum of \$200,000 will be paid on a reimbursement basis (segment #1, Exhibit A). EXHIBIT A attached.
4. The total project cost associated with the project is currently estimated at \$11,100,000 of which Hidalgo County will be responsible for the remaining balance through county funding and/or partnerships with other entities.
5. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
6. The term of this Agreement is for a minimum period of three (3) years commencing on the date of execution of this Agreement. The Agreement will renew automatically for additional one year terms until completion of the Project.
7. **Conflict of 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 the Agreement shall be modified only to the extent

necessary to bring them within the legal requirements and only during the time such conflict exists.

8. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
9. **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 agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.
10. **TEXAS LAW TO APPLY:** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
11. **Notice:** Except as maybe 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 Mission: City of Mission  
Attention: Hon. Norie Gonzalez Garza, Mayor  
1201 E. 8<sup>th</sup> Street  
Mission, Texas 78572

If to County: Hidalgo County, Texas  
Attn: Hon. Richard F. Cortez, Hidalgo County Judge  
100 E. Cano St. – 2nd Floor  
Edinburg, Texas 78539

With copy to: Hon. Eduardo “Eddie” Cantu, Commissioner, Pct. No. 2  
300 West Hall Acres, Ste G  
Pharr, Texas 78577
12. 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.

13. **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.
14. **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.
15. **Assignment:** This Agreement shall not be assignable.
16. **Headings:** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
17. **Gender and Number:** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
18. **Authority to Execute:** The execution and performance of this Agreement by CITY and COUNTY have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and County in accordance with its terms.
19. **Governmental Purpose:** Each party hereto is entering into the 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.
20. **Commitment or Current Revenues Only:** In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.



21. **Termination.** This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. The parties intend this provision to be a continuing right to terminate this Agreement.
23. **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 CITY and COUNTY policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other protected category.
24. **No Waiver of Immunities/Defenses:** Nothing in this Agreement is intended to and the CITY and COUNTY do not hereby waive, release or relinquish any right to assert any of the defenses the CITY OR COUNTY may enjoy by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to the CITY or COUNTY as to any claim or action of any person, entity, or individual against the CITY or COUNTY.
25. **Appendix II to CFR 200-Contract Provisions.** Pursuant to 2 CFR 200.327, a non- Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are incorporated by reference into this County contract should it be subject to Federal award.

[Signature Page to Follow]

**WITNESS THE HANDS OF THE PARTIES** effective as of the day and year first written above.

CITY OF MISSION

By: \_\_\_\_\_  
Hon. Norie Gonzalez Garza, Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

COUNTY OF HIDALGO

By: *Richard F. Cortez*  
Hon. Richard F. Cortez, County Judge

ATTEST:

*Arturo Guajardo*  
Arturo Guajardo, County Clerk



APPROVED AS TO FORM FOR CITY:

By: \_\_\_\_\_

Mission City Attorney

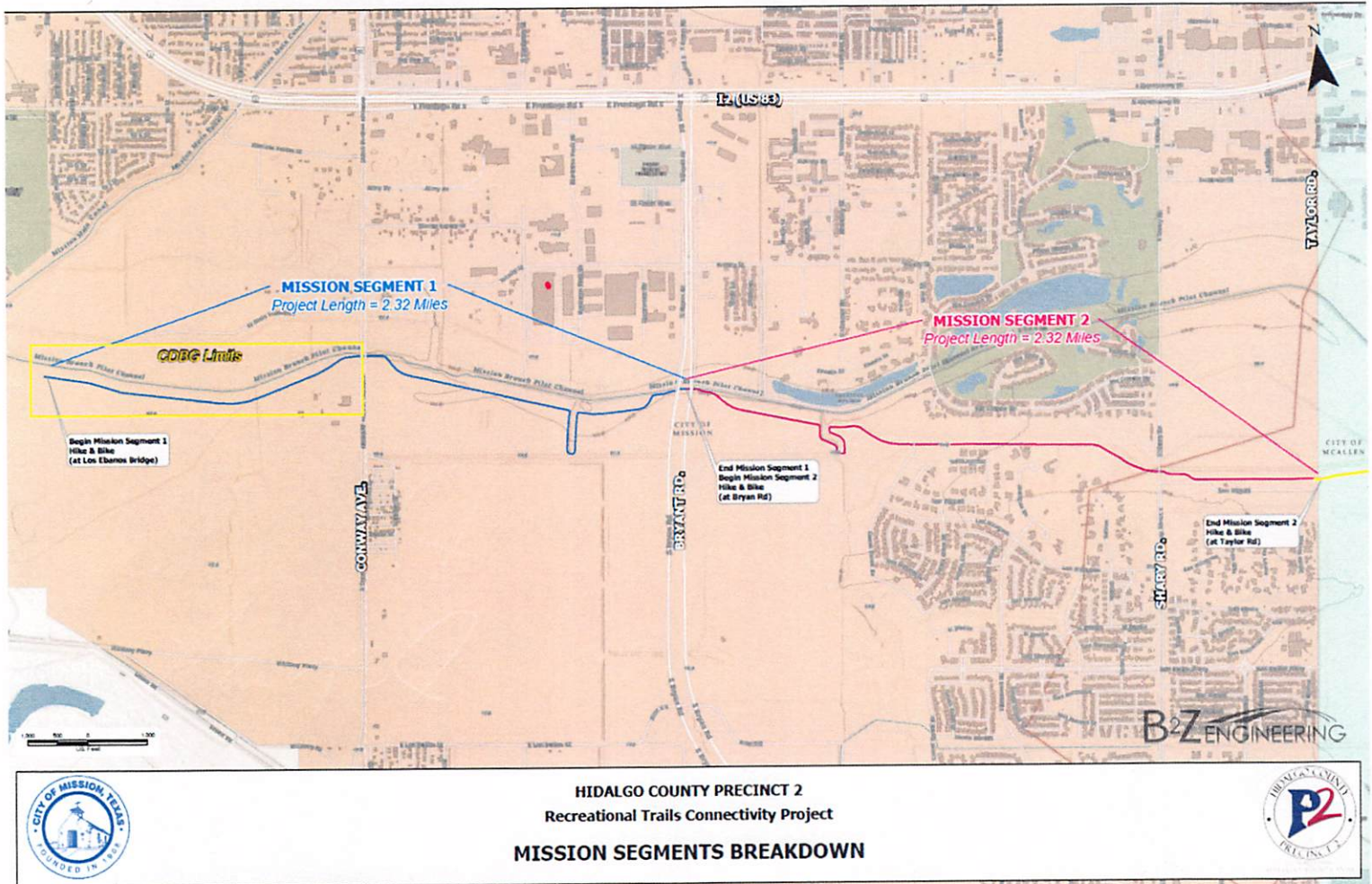
APPROVED AS TO FORM FOR COUNTY:  
Office of the Hidalgo County of Hidalgo  
Criminal District Attorney,  
Toribio "Terry" Palacios

By: *Victor M. Garza*  
Victor M. Garza  
Assistant District Attorney


APPROVED BY  
COMMISSIONERS COURT  
ON: 3/4/25 BMS.

STATE OF TEXAS      §  
                                  §  
 COUNTY OF HIDALGO   §

## EXHIBIT A





AT 10:24	FILED O'CLOCK	Item 54.
MAR 17 2025		
ARTURO GUAJARDO, JR., COUNTY CLERK HIDALGO CO. TEXAS		
BY		DEPUTY

STATE OF TEXAS       §  
                                     §  
COUNTY OF HIDALGO   §

### APPROVAL OF INTERLOCAL COOPERATION AGREEMENT PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding the development of the Recreational Trails Connectivity Project, which is within the city limits of McAllen, Mission, Hidalgo and which benefits the County by extending its existing trail system. Said Project is approved and is authorized through an Interlocal Cooperation Agreement to be entered into with the City of Mission, and Hidalgo County.

By vote on Mar. 4, 2025, the Hidalgo County Commissioners Court has approved the Project identified above.

**ATTEST:**

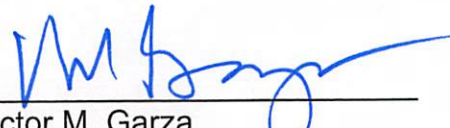


  
\_\_\_\_\_  
Arturo Guajardo, County Clerk

  
\_\_\_\_\_  
By: Hon. Richard F. Cortez, Hidalgo County Judge

**APPROVED AS TO FORM:**

Hidalgo County District Attorney's Office

By:   
\_\_\_\_\_  
Victor M. Garza  
Assistant District Attorney

APPROVED BY  
COMMISSIONERS COURT  
ON: 3/4/25 BMS

**AI-98610****Precinct #2 22. A.****CC REGULAR AGENDA SPECIAL MTG****Meeting Date:** 03/04/2025**Submitted For:** Eddie Cantu, COMM. PCT. #2**Submitted By:** Erika Zamora**Department:** COMM. PCT. #2**CAPTION**

1. Requesting approval of an Interlocal Cooperation Agreement between the County of Hidalgo and the City of Mission in which the City and County desire to cooperate in the development of the Pct 2 Recreational Trails Connectivity Project.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of that proposed project regarding the development of the Pct 2 Recreational Trails Connectivity Project.

**BACKGROUND**

Agreement will be attached on Monday.

**Fiscal Impact****CALENDAR YEAR:** 2025**ACCT. #:** 5-1290-452-67-115-233-2-740**FUNDS AVAILABLE Y/N?:** Y/Pending**MATCHING FUNDS Y/N?:** N**BUDGETARY IMPACT:**

Funding is pending rollover of funding from 2024, in the amount of \$5,817,246.31.

**Attachments**

ICA

legal approval

**Form Review****Inbox**

Budget &amp; Management

Final Approval

Form Started By: Erika Zamora

Final Approval Date: 02/28/2025

**Reviewed By**

Melannie Rivera

Monica Salinas

**Date**

02/28/2025 04:25 PM

02/28/2025 05:35 PM

Started On: 02/28/2025 03:10 PM



## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025

**PRESENTED BY:** Mike R. Perez, City Manager

**AGENDA ITEM:** Consideration and Possible Action Adopting Resolution # \_\_\_\_\_ in response to the petition submitted by the Mission Police Association Local 293 requesting recognition as the sole and exclusive bargaining agent for the covered police officers of the Mission Police Department for the purpose of engaging in the Meet and Confer Process - Perez

### NATURE OF REQUEST:

The City Council, pursuant to Section 142.053(1) of the Texas Local Government Code, hereby grants recognition of the Mission Police Association Local 293 as requested in the Petition signed by a majority of all police officers employed by the city, excluding the head of the police department and excluding exempt employees and determines that the City may meet and confer pursuant to Subchapter B, Chapter 142 of the Texas Local Government Code without conducting an election by the voters in the City of Mission under Section 142.055 of the Texas Local Government Code

**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 \_\_\_\_\_



**A RESOLUTION OF THE CITY COUNCIL OF MISSION, TEXAS, ACCEPTING THE PETITION SUBMITTED BY THE MISSION POLICE ASSOCIATION REQUESTING RECOGNITION AS THE SOLE AND EXCLUSIVE BARGAINING AGENT FOR THE MEMBERS OF THE CITY OF MISSION POLICE DEPARTMENT AND DETERMINING THAT THE CITY MAY MEET AND CONFER PURSUANT TO SUBCHAPTER B, CHAPTER 142 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on April 4, 2025, the City Secretary received a petition submitted by Mission Police Association Local 293 requesting recognition as the sole and exclusive bargaining agent for the covered police officers employed by the Mission Police Department located in Mission, Texas, for the purposes of “met and confer” with the City of Mission, Texas (the “Petition”); and,

**WHEREAS**, the City Council recognizes that the Petition was signed by a majority of all police officers employed by the City, excluding the head of the police department and excluding exempt employees; and

**WHEREAS**, the City Council desires to grant recognition to the Mission Police Association Local 293 as the sole and exclusive bargaining agent for the covered police officers employed by the Mission Police Department located in Mission, Texas, for purposes of “meet and confer” under Subchapter B, Chapter 142 Texas Local Government Code.

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

**SECTION 1.** The City Council, pursuant to Section 142.053(1) of the Texas Local Government Code, hereby grants recognition of the Mission Police Association Local 293 as requested in the Petition and determines that the City may meet and confer pursuant to Subchapter B, Chapter 142 of the Texas Local Government Code without conducting an election by the voters in the City of Mission under Section 142.055 of the Texas Local Government Code.

**SECTION 2.** Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Resolution, which shall remain in full force and effect.

**SECTION 3.** All prior resolutions of the City of Mission, Texas, in conflict with the provisions of this Resolution, be and the same are hereby repealed; provided, however, that all other provisions of said Resolutions not in conflict with the provisions of this Resolution shall remain in full force and effect.

**SECTION 4.** This Resolution shall take effect upon its adoption.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, ON THIS 14<sup>TH</sup> DAY OF APRIL 2025.**

**CITY OF MISSION**

By: \_\_\_\_\_  
Norie Gonzalez Garza, Mayor

**ATTEST:**

\_\_\_\_\_  
Anna Carrillo, City Secretary



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025  
**PRESENTED BY:** Vidal Roman, Director of Finance  
**AGENDA ITEM:** Presentation of Financial Reports for the month of November and December 2024- Roman

### NATURE OF REQUEST:

Presentation of Financial Reports for the month of November and December 2024.

**BUGETED:** \_\_\_\_\_ **FUND:** \_\_\_\_\_ **ACCT. #:** \_\_\_\_\_  
**BUDGET:** \_\_\_\_\_ **EST. COST:** \_\_\_\_\_ **CURRENT BUDGET BALANCE:** \_\_\_\_\_  
**BID AMOUNT:** \_\_\_\_\_

### STAFF RECOMMENDATION:

NA

**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, TEXAS  
GENERAL FUND  
INCOME STATEMENT FOR THE MONTH ENDING 11/30/24**

	<b>General Fund</b>
<b>REVENUES</b>	
Property Taxes	
Current	\$ 1,954,301
Delinquent	-
Penalty & Interest	20,400
Sales Taxes	1,850,051
Other Taxes	156,980
Licenses and Permits	82,235
Intergovernmental Revenues	-
Charges for Services	474,113
Fines and Forfeits	69,915
Interest Earned	2,659
Miscellaneous revenue	27,806
Special Assessments	-
Total Revenues:	<u>4,638,460</u>
 Total Resources Available:	 <u><u>4,638,460</u></u>
<b>EXPENDITURES</b>	
Legislative	944
Executive	59,901
Finance	57,623
Municipal Court	53,124
Planning	82,138
Facilities Maintenance	74,225
Fleet Maintenance	94,746
Organizational	65,491
Purchasing	16,052
City Secretary	27,858
Risk Management	5,713
Civil Service	293
Human Resources	27,422
Information Technology	86,079
Media Relations	36,318
Legal	49,786
Police	1,430,298
Fire	1,014,748
Fire Prevention	67,200
Streets	324,689
Health	28,369
Animal Welfare	49,260
Museum	25,009
Parks and Recreation Administration	20,535
Parks	164,866
Recreation	7,490
Library	88,738
Bannworth Pool	12,372
Mayberry Pool	10,604
Total Expenditures:	<u>3,981,892</u>
 Excess (Deficiency) of Revenue Over (Under) Expenditures	 <u><u>656,568</u></u>
 Fund balance at the beginning of year	 11,058,003
Fund balance at the end of year	<u><u>\$ 11,714,571</u></u>

**CITY OF MISSION, TEXAS  
GENERAL FUND  
BALANCE SHEET FOR THE MONTH ENDING 11/30/24**

<b>Assets:</b>	
Cash:	\$ 4,915,760
Investments:	380,216
Prepaid items	60,391
<b>Receivables:</b>	
Taxes	
Property	2,000,960
Sales	* 1,837,751
Accounts	2,343,324
Less: allowance for uncollectibles	(1,774,326)
Accrued interest receivable	-
Due from other governments	475,844
Due from other funds	13,477,804
Long-term receivable	2,800
Inventory	8,892
Restricted assets	-
<b>Total Assets:</b>	<b>23,771,037</b>
<b>Liabilities and Fund Balance:</b>	
Accounts Payable	316,493
Other liabilities	381,980
Accrued payroll	(4,205)
Due to other funds	11,771,095
Deferred Revenue	(408,897)
<b>Total Liabilities</b>	<b>12,056,466</b>
<b>FUND BALANCES</b>	
Nonspendable	72,083
Restricted	-
Committed	705,665
Assigned	3,416,909
Unassigned	7,519,914
<b>Total Fund Balance</b>	<b>\$ 11,714,571</b>

\* Note that Sales tax is an accrual; to be received in January

**CITY OF MISSION, TEXAS**  
**UTILITY ENTERPRISE FUND**  
**BALANCE SHEET FOR THE MONTH ENDING 11/30/24**  
**UNADJUSTED**

*Item 56.*

	Total Utility Funds 02	Utility Fund	Utility Reserve & Ext Funds	Utility I&S Funds	Utility Capital Project Fund
<b>Assets:</b>					
Cash:	6,321,572.29	6,321,572.29	-	-	-
Investments:	597,966.35	597,966.35	-	-	-
Prepaid items	6,100.00	6,100.00	-	-	-
Receivables:					
Accounts	2,155,111.66	2,155,111.66	-	-	-
Less: allowance for uncollectibles	(300,644.57)	(300,644.57)	-	-	-
Due from other funds	2,953,113.46	2,953,113.46	-	-	-
Inventory	266,642.74	266,642.74	-	-	-
<b>Total Current Assets</b>	<b>11,999,861.93</b>	<b>11,999,861.93</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Non-Current Assets</b>					
Restricted Assets:					
Cash and cash equivalents	15,700,564.87	13,468,979.17	690,637.26	1,369,596.73	171,351.71
Investments	702,382.18	200,218.04	95,823.86	406,340.28	-
Accrued interest	-	(136.44)	136.44	-	-
Deferred charges	1,184,661.90	1,184,661.90	-	-	-
Capital Assets:					
Land, water rights, and construction in progress	34,864,174.61	34,864,174.61	-	-	-
Other capital assets, net of accumulated depreciation	60,503,760.30	60,503,760.30	-	-	-
<b>Total Non-current assets</b>	<b>112,955,543.86</b>	<b>110,221,657.58</b>	<b>786,597.56</b>	<b>1,775,937.01</b>	<b>171,351.71</b>
<b>Total Assets:</b>	<b>124,955,405.79</b>	<b>122,221,519.51</b>	<b>786,597.56</b>	<b>1,775,937.01</b>	<b>171,351.71</b>
<b>Liabilities:</b>					
Accounts Payable	313,225.27	313,225.27	-	-	-
Retainage payable	149,567.00	149,567.00	-	-	-
Accrued interest payable	-	-	-	-	-
Other liabilities	206,773.12	206,773.12	-	-	-
Compensated absences	174,111.23	174,111.23	-	-	-
Accrued payroll	15,310.83	15,310.83	-	-	-
Due to other funds	5,779,506.08	5,779,506.08	-	-	-
Customer deposits	2,931,519.74	2,931,519.74	-	-	-
Deferred Revenue	161,206.66	161,206.66	-	-	-
Current portion of long-term	1,262,139.65	1,262,139.65	-	-	-
Subdividers deposits	2,788,313.06	2,788,313.06	-	-	-
Leases	883,688.67	883,688.67	-	-	-
Unfunded Contributions (TMRS,OPEBS)	-	-	-	-	-
Long-term obligations:	36,380,051.69	36,380,051.69	-	-	-
<b>Total Liabilities</b>	<b>51,045,413.00</b>	<b>51,045,413.00</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Assets:</b>					
Nonspendable	61,804,071.60	61,804,071.60	-	-	-
Restricted	2,733,886.28	-	786,597.56	1,775,937.01	171,351.71
Committed	2,731,655.87	2,731,655.87	-	-	-
Unassigned	6,640,379.04	6,640,379.04	-	-	-
	<b>\$ 73,909,992.79</b>	<b>\$ 71,176,106.51</b>	<b>\$ 786,597.56</b>	<b>\$ 1,775,937.01</b>	<b>\$ 171,351.71</b>

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**CITY OF MISSION, TEXAS  
UTILITY ENTERPRISE FUND  
INCOME STATEMENTS FOR THE MONTH ENDING 11/30/24  
UNADJUSTED**

	<b>Total Utility Funds 02</b>	<b>Utility Fund</b>	<b>Utility Reserve &amp; Ext Funds</b>	<b>Utility I&amp;S Funds</b>	<b>Utility Capital Project Fund</b>
<b>Beginning Unadjusted Retain Earnings</b>	<b>\$ 2,883,252.41</b>	<b>\$ 156,935.37</b>	<b>\$ 786,494.93</b>	<b>\$ 1,767,511.87</b>	<b>\$ 172,310.24</b>
<b>Revenues:</b>					
<b>Charges for Services</b>	-				
Water Sales	1,699,647.38	1,699,647.38	-	-	-
Re/Connection fees	34,480.00	34,480.00	-	-	-
Sewer Sales	995,585.75	995,585.75	-	-	-
Other Services	18,339.01	18,339.01	-	-	-
<b>Reimbursements</b>	-				
Interest Earned	4,746.18	3,028.77	571.92	1,096.98	48.51
Miscellaneous	28,804.45	28,804.45	-	-	-
Special Assessments	5,610.00	5,610.00	-	-	-
<b>Total Revenues:</b>	<b>2,787,212.77</b>	<b>2,785,495.36</b>	<b>571.92</b>	<b>1,096.98</b>	<b>48.51</b>
<b>Transfers In:</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Revenues:</b>	<b>2,787,212.77</b>	<b>2,785,495.36</b>	<b>571.92</b>	<b>1,096.98</b>	<b>48.51</b>
<b>Expenditures:</b>					
Administration	66,859.20	66,859.20	-	-	-
Water Distribution	239,699.68	239,699.68	-	-	-
Water Treatment	213,608.81	213,608.81	-	-	-
Wastewater Treatment	160,345.71	160,345.71	-	-	-
Industrial Pre-Treatment	12,820.48	12,820.48	-	-	-
Utility Billing and Collecting	34,461.19	34,461.19	-	-	-
Organizational Expense	98,515.63	98,515.63	-	-	-
Meter Readers	62,581.32	62,581.32	-	-	-
North Water Plant	159,650.83	159,650.83	-	-	-
<b>Total Expenditures:</b>	<b>1,048,542.85</b>	<b>1,048,542.85</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Transfers - Out:</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Expenditures:</b>	<b>1,048,542.85</b>	<b>1,048,542.85</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Excess of Revenues over/(under) of Expenditures</b>	<b>1,738,669.92</b>	<b>1,736,952.51</b>	<b>571.92</b>	<b>1,096.98</b>	<b>48.51</b>
<b>Ending Unadjusted Retain Earnings</b>	<b>\$ 4,621,922.33</b>	<b>1,893,887.88</b>	<b>\$ 787,066.85</b>	<b>\$ 1,768,608.85</b>	<b>\$ 172,358.75</b>

\* NOTE THIS AMOUNT INCLUDES THE  
THIRD BILLING CYCLE.



CITY OF MISSION, TEXAS  
ALL OTHER ENTERPRISE FUNDS  
BALANCE SHEET FOR THE MONTH ENDING 11/30/2023  
UNADJUSTED

Item 56.

	Golf Course Fund	Solid Waste Fund	Event Center Fund 23
Assets:			
Cash:	(3,696,787.72)	1,941,489.28	160,946.66
Investments:	-	476,045.28	-
Prepaid items	5,000.00	-	2,000.00
Receivables:	-	-	-
Accounts	98,382.84	948,840.58	(12,301.05)
Less: allowance for uncollectibles	-	(132,149.98)	-
Accrued interest receivable	-	-	-
Due from other funds	-	618,966.40	64,165.21
Inventory	67,477.43	-	13,003.89
Total Current Assets	(3,525,927.45)	3,853,191.56	227,814.71
Non-Current Assets			
Restricted Assets:			
Cash and cash equivalents	30,379.24	-	-
Investments	-	-	-
Accrued interest	-	-	-
Deferred charges	210,005.20	390,925.88	52,375.63
Capital Assets:			
Land, water rights, and construction in progress	1,642,918.52	-	-
Other capital assets, net of accumulated depreciation	1,422,700.54	6,817,336.89	30,183.07
Total Non-current assets	3,306,003.50	7,208,262.77	82,558.70
Total Assets:	(219,923.95)	11,061,454.33	310,373.41
Liabilities:			
Accounts Payable	9,921.94	17,966.66	21,132.51
Retainage payable	(1,202,163.64)	-	-
Accrued interest payable	241.35	62,748.68	-
Other liabilities	15,816.01	135,964.37	5,818.88
Compensated absences	36,240.32	34,019.92	8,729.04
Accrued payroll	9,405.89	17,770.48	8,452.20
Due to other funds	2,423.25	-	1,522.58
Customer deposits	-	-	-
Deferred Revenue	77,632.72	-	-
Current portion of long-term	203,419.44	786,162.89	-
Subdividers deposits	-	-	-
Leases	137,356.73	89,849.16	5,409.36
Unfunded Contributions (TMRS,OPEBS)	345,318.67	642,833.67	86,078.79
Long-term obligations:	44,608.28	83,048.40	11,106.38
Total Liabilities	(319,779.04)	1,870,364.23	148,249.74
Net Assets:			
Nonspendable	5,035,419.86	6,339,051.48	-
Restricted	30,379.24	-	-
Committed	-	334,897.87	391
Unassigned	(4,965,944.01)	2,517,140.75	16
\$	99,855.09	\$ 9,191,090.10	\$ 162,123.67

**CITY OF MISSION, TEXAS**  
**ALL OTHER ENTERPRISE FUNDS**  
**INCOME STATEMENTS FOR THE MONTH ENDING 11/30/24**  
**UNADJUSTED**

	<b>Golf Course Fund</b>	<b>Solid Waste Fund</b>	<b>Event Center Fund 23</b>
<b>Beginning Unadjusted Retain Earnings</b>	\$ (1,181,712.35)	\$ 6,229,896.24	\$ (250,636.69)
<b>Revenues:</b>			
Charges for Services	138,128.33	803,235.15	34,615.73
Interest Earned	-	5,658.13	-
Miscellaneous	182.00	285.90	-
Special Assessments	-	-	-
<b>Total Revenues:</b>	<b>138,310.33</b>	<b>809,179.18</b>	<b>34,615.73</b>
<b>Transfers In:</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Revenues:</b>	<b>138,310.33</b>	<b>809,179.18</b>	<b>34,615.73</b>
<b>Expenditures:</b>			
<b>Golf Course:</b>			
Club House	48,574.98	-	-
Grounds	38,057.32	-	-
Restaurant	6,665.62	-	-
Organizational	-	-	-
<b>Solid Waste</b>	<b>-</b>	<b>478,766.48</b>	<b>-</b>
<b>Event Center</b>	<b>-</b>	<b>-</b>	<b>66,486.00</b>
<b>Principal, Interest &amp; Fees</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Expenditures:</b>	<b>93,297.92</b>	<b>478,766.48</b>	<b>66,486.00</b>
<b>Transfers - Out:</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Expenditures:</b>	<b>93,297.92</b>	<b>478,766.48</b>	<b>66,486.00</b>
<b>Excess of Revenues over/(under) of Expenditures</b>	<b>45,012.41</b>	<b>330,412.70</b>	<b>(31,870.27)</b>
<b>Ending Unadjusted Retain Earnings</b>	<b>(1,136,699.94)</b>	<b>6,560,308.94</b>	<b>(282,506.96)</b>

CITY OF MISSION, TEXAS  
GENERAL FUND  
INCOME STATEMENTS FOR THE MONTH ENDING 12/31/24

	<u>General Fund</u>
<b><u>REVENUES</u></b>	
Property Taxes	
Current	\$ 12,892,344.92
Delinquent	234,535.40
Sales Taxes	2,107,826.60
Other Taxes	146,781.21
Licenses and permits	106,473.27
Intergovernmental Revenues	135,243.00
Charges for Services	195,751.51
Fines and Forfeits	68,427.89
Interest Earned	1,295.19
Miscellaneous	51,726.46
Total Revenues:	<u>15,940,405.45</u>
 Total Resources Available:	 <u>15,940,405.45</u>
<b><u>EXPENDITURES</u></b>	
Legislative	4,174.68
Executive	63,063.17
Finance	69,825.34
Municipal Court	93,847.37
Planning	102,954.83
Facilities Maintenance	108,080.12
Fleet Maintenance	59,263.09
Organizational	321,056.73
Purchasing	21,034.21
City Secretary	31,774.32
Risk Management	623,142.58
Civil Service	7,283.65
Human Resources	40,003.55
Information Technology	256,761.77
Media Relations	25,435.09
Legal	47,810.21
Police	1,937,325.06
Fire	1,652,239.31
Fire Prevention	164,630.06
Streets	387,950.50
Health	30,946.78
Animal Welfare	54,370.78
Museum	26,484.09
Parks and Recreation Administration	21,941.48
Parks	277,925.06
Recreation	9,561.77
Library	112,982.43
Banworth Pool	20,433.88
Mayberry Pool	14,709.62
Total Expenditures:	<u>6,587,011.53</u>
 Excess (Deficiency) of Revenue Over (Under) Expenditures	 <u>9,353,393.92</u>
<b><u>OTHER FINANCING SOURCES (USES)</u></b>	
Transfer in	
Utility fund	733,561.00
Solid Waste fund	325,000.00
Transfer out	
Event Center	(25,000.00)
Boys & Girls fund	(175,000.00)
Golf Course fund	(109,700.00)
Net Change in fund balances	<u>10,102,254.92</u>
 Fund balance at the beginning of year	 11,058,003.01
 Fund balance at the end of year	 <u>\$ 20,411,396.93</u>

CITY OF MISSION, TEXAS  
GENERAL FUND  
INCOME STATEMENTS FOR THE MONTH ENDING 12/31/24

General  
Fund

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CITY OF MISSION, TEXAS  
GENERAL FUND  
BALANCE SHEET FOR THE MONTH ENDING 12/31/24

<b>Assets:</b>	
Cash:	\$ 15,104,592.56
Investments:	380,806.49
Prepaid items	62,711.47
Receivables:	
Taxes	
Property	15,791,389.68
Sales	2,107,826.60
Accounts	2,391,367.93
Less: allowance for uncollectibles	(1,774,325.71)
Accrued interest receivable	-
Due from other governments	365,966.90
Due from other funds	13,506,429.73
Due from component unit	41,621.25
Inventory	8,887.14
Restricted assets	-
<b>Total Assets:</b>	
L Accounts Payable	943,843.52
Due to other funds	11,771,095.07
Deferred Revenue	14,500,229.07
	<u><b>27,578,477.11</b></u>
<b>Total Liabilities</b>	
N Nonspendable	74,198.61
Restricted	-
Committed	310,562.59
Assigned	3,416,909.32
Unassigned	16,609,726.41
	<u>20,411,396.93</u>
<b>Total Fund Balance</b>	<u><b>\$ 20,411,396.93</b></u>

\* Note that Sales tax is an accrual; to be received in February



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025  
**PRESENTED BY:** Vidal Roman, Finance Director  
**AGENDA ITEM:** Authorize staff to get quotes for a 5 year note for ambulance and equipment to be paid from the Fire Department Replacement fund. -Roman

### NATURE OF REQUEST:

Authorize staff to get a quote for a 5 year note for the ambulance power load in the amount of \$172,767 and equipment for Medic-6 in the amount of \$207,373.84, totaling \$370,141 to be paid from the Fire Department Replacement fund.

**BUDGETED:** \_\_\_\_\_ **FUND:** \_\_\_\_\_ **ACCT. #:** \_\_\_\_\_

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

**BID AMOUNT:** \$ \_\_\_\_\_

### STAFF RECOMMENDATION:

Approval

**Departmental Approval:** Finance

**Advisory Board Recommendation:** N/A

**City Manager's Recommendation:** Approval *MRP*

### RECORD OF VOTE:

**APPROVED:** \_\_\_\_\_

**DISAPPROVED:** \_\_\_\_\_

**TABLED:** \_\_\_\_\_

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ DISSENTING \_\_\_\_\_



## Ambulance Build 2025 - Medic 6

Quote Number: 11090718

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1

Prepared For: MISSION FIRE DEPT  
Attn:

Rep: Jack Scarborough  
Email: jack.scarborough@stryker.com  
Phone Number:

Quote Date: 04/04/2025

Expiration Date: 07/03/2025

Contract Start: 03/24/2025

Contract End: 03/23/2026

Delivery Address		Sold To - Shipping		Bill To Account
Name:	MISSION FIRE DEPT	Name:	MISSION FIRE DEPT	Name:
Account #:	20049216	Account #:	20049216	Account #:
Address:	415 W TOM LANDRY ST	Address:	415 W TOM LANDRY ST	Address:
	MISSION		MISSION	
	Texas 78572-3709		Texas 78572-3709	

### Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	1	\$35,557.00	\$35,557.00
2.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	1	\$38,543.00	\$38,543.00
3.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	1	\$35.15	\$35.15
4.0	650707000002	KIT, ALVARUM BATTERY, SERVICE	1	\$1,072.55	\$1,072.55
5.0	650700450301	ASSEMBLY, BATTERY CHARGER	1	\$1,535.20	\$1,535.20
6.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	\$20,716.00	\$20,716.00
7.0	11576-000060	LUCAS Desk-Top Battery Charger	1	\$1,528.55	\$1,528.55
8.0	11576-000071	LUCAS External Power Supply	1	\$483.55	\$483.55
9.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	1	\$909.15	\$909.15
10.0	11576-000047	LUCAS Disposable Suction Cup (12 pack)	1	\$650.75	\$650.75
11.0	6252000000	Stair-PRO Model 6252	1	\$5,750.42	\$5,750.42
11.1	6252009001	Stair-Pro Operations Manual			
11.2	6250001162	In-Service Video (DVD)			
11.3	6252026000	Common Components			
11.4	6250021000	2 Piece ABS Panel Seat			





## Ambulance Build 2025 - Medic 6

Quote Number: 11090718

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1

Prepared For: MISSION FIRE DEPT

Attn:

Rep: Jack Scarborough

Email: jack.scarborough@stryker.com

Phone Number:

Quote Date: 04/04/2025

Expiration Date: 07/03/2025

Contract Start: 03/24/2025

Contract End: 03/23/2026

#	Product	Description	Qty	Sell Price	Total
11.5	6250160000	Polypropylene Restraint Set(Plastic Buckles)			
11.6	6252022000	Main Frame Assy Option			
11.7	6250024000	Standard Length Lower LiftHandles			
11.8	6252027000	Footrest Option			
11.9	6252040000	Removable Head Support			
11.10	6250140000	O2 Bottle Holder			
11.11	6252025000	IV Clip Option			
12.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	1	\$47,115.00	\$47,115.00
13.0	41577-000288	LP15 ACCRY SHIPKIT, AHA, S	1	\$0.00	\$0.00
14.0	11577-000004	Station Battery Charger - For the LP15	1	\$2,500.40	\$2,500.40
15.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	4	\$613.70	\$2,454.80
16.0	11996-000519	LNCS-II Reusable rainbow 8-wavelength Adult Sensor	1	\$844.55	\$844.55
17.0	11996-000520	LNCS-II Reusable rainbow 8-wavelength Pediatric Sensor	1	\$929.10	\$929.10
18.0	11160-000011	Reusable Cuff, Infant, 8-14 cm	1	\$29.45	\$29.45
19.0	11160-000013	Reusable Cuff, Pediatric, 13-20 cm	1	\$33.25	\$33.25
20.0	11160-000015	Reusable Cuff, Adult, 26-35 cm	1	\$39.90	\$39.90
21.0	11160-000019	Reusable Cuff, X-Large, Adult, 35-44 cm	1	\$65.55	\$65.55
22.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	1	\$437.95	\$437.95
23.0	11220-000028	LIFEPAK 15 Carry case top pouch	1	\$78.85	\$78.85
24.0	11260-000039	LIFEPAK 15 Carry case back pouch	1	\$106.40	\$106.40
25.0	11577-000001	LIFEPAK 15 Shoulder strap	1	\$46.55	\$46.55
26.0	21330-001365	Test Load, English	1	\$74.50	\$74.50



## Ambulance Build 2025 - Medic 6

Quote Number: 11090718

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1

Prepared For: MISSION FIRE DEPT  
Attn:

Rep: Jack Scarborough  
Email: jack.scarborough@stryker.com  
Phone Number:

Quote Date: 04/04/2025

Expiration Date: 07/03/2025

Contract Start: 03/24/2025

Contract End: 03/23/2026

#	Product	Description	Qty	Sell Price	Total
28.0	11140-000015	AC power cord	1	\$106.40	\$106.40
29.0	11111-000041	LIFEPAK 3-wire extended precordial ECG cable	1	\$112.10	\$112.10
Equipment Total:					\$161,756.07

### ProCare Products:

#	Product	Description	Qty	Sell Price	Total
30.1	POWERLOAD-PROCARE	Power Load for MTS POWER LOAD 03/25/2025 - 03/24/2030 <i>(Parts, Labor, Travel - Preventative Maintenance - Batteries Service)</i>	1	\$11,760.00	\$11,760.00
30.2	POWERPRO-PROCARE	Power Pro 2 for 6507 POWER PRO 2, HIGH CONFIG 03/25/2025 - 03/24/2030 <i>(Parts, Labor, Travel - Preventative Maintenance - Batteries Service)</i>	1	\$8,280.00	\$8,280.00
30.3	LUCAS-FLD-PROCARE	LUCAS 3, 3.1 for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device 03/25/2025 - 03/24/2030 <i>(Parts, Labor, Travel - Preventative Maintenance - Batteries Service)</i>	1	\$8,895.00	\$8,895.00
30.4	STR-CHAIR-PROCARE	Stair-Pro for Stair-PRO Model 6252 03/25/2025 - 03/24/2030 <i>(Parts, Labor, Travel - Preventative Maintenance)</i>	1	\$1,580.00	\$1,580.00
30.5	LIFEPAK-FLD-PROCARE	Lifepak 15 for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order 03/25/2025 - 03/24/2030 <i>(Parts, Labor, Travel - Preventative Maintenance - Batteries Service)</i>	1	\$11,405.00	\$11,405.00
ProCare Total:					\$41,920.00

### Data Solutions:



## Ambulance Build 2025 - Medic 6

Quote Number: 11090718

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1

Prepared For: MISSION FIRE DEPT

Attn:

Rep: Jack Scarborough

Email: jack.scarborough@stryker.com

Phone Number:

Quote Date: 04/04/2025

Expiration Date: 07/03/2025

Contract Start: 03/24/2025

Contract End: 03/23/2026

#	Product	Description	Qty	Sell Price	Total
27.0	21996-000109	Titan III Wi-Fi Gateway	1	\$1,305.30	\$1,305.30
Data Solutions Total:					\$1,305.30

### Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$2,392.47
Grand Total:	\$207,373.84

Prices: In effect for 30 days

Terms: Net 30 Days

### Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html).



April 2025

To whom it may concern,

Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Emergency Care products. All parts are either manufactured by Stryker or outside suppliers and are new, tested and approved for use on Stryker's products.

Our field service team, ProCare® Services, uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Stryker's Emergency Care products that require the use of such proprietary tools include, but are not limited to:

- Power-PRO™ 2 powered ambulance cot  
(Model 6507), high configuration
- MTS Power-LOAD® powered cot fastener
- Lithium battery
- Battery charger assembly
- Power cord assembly

Stryker's quality team reviews and documents service repairs. We track and trend service to help ensure the highest level of product performance. Preventive maintenance (PM) and service history documentation is available

Please contact your sales representative for further information. Sincerely,

A handwritten signature in black ink, appearing to read "John Guyeskey".

John Guyeskey  
Senior Marketing Manager

Stryker or its affiliated entities own, use, or have applied for any referenced trademarks or service marks: Power-LOAD, Power-PRO, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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### Emergency Care

3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free +1 800 327 0770 | [stryker.com](https://www.stryker.com)

Siddons Martin Emergency Group, LLC  
 3500 Shelby Lane  
 Denton, TX 76207  
 GDN P115891  
 TXDOT MVD No. A115890

March 11, 2025

Michael Silva, Interim Fire Chief  
 MISSION FIRE DEPARTMENT  
 415 W TOM LANDRY ST  
 MISSION, TX 78572



### Proposal For: 2025 Mission FD Ambulance Purchase

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to MISSION FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB MISSION FIRE DEPARTMENT and training on operation and use of the apparatus.

Description	Amount	
Qty. 1 - FR Intrepid Powerload - Ford (Unit Price - \$171,767.00) Delivery within 4-5 months of order date QUOTE # - SMEG-0009033-2		
	Vehicle Price	\$171,767.00
	FR Intrepid Powerload - UNIT TOTAL	\$171,767.00
	SUB TOTAL	\$171,767.00
	HGAC AM10-23 (EMS)	\$1,000.00
	TOTAL	\$172,767.00

Price guaranteed until 4/11/2025

**Additional:** 'Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.'



## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025  
**PRESENTED BY:** Vidal Roman, Finance Director  
**AGENDA ITEM:** Consideration and approve Resolution # \_\_\_\_\_ authorizing publication of Notice of Intention to Issue Certificates of Obligation, Series 2025, for the design, acquisition, construction and improvement of certain public works, and authorizing certain other matters relating thereto. - Roman

### NATURE OF REQUEST:

Approval of a resolution authorizing the publication of the Notice of Intention to Issue Certificates of Obligation, Series 2025.

**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 \_\_\_\_\_





## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** April 14, 2025  
**PRESENTED BY:** Xavier Cervantes, Planning Director  
**AGENDA ITEM:** TABLED 03/24/2025 - Conditional Use Permit: The Sale & On-Site Consumption of Alcoholic Beverages – At the Ice House, 815 N. Francisco Avenue, being the South 109.5' of Lot 2, Block 137, Mission Original Townsite and all of Lot 52, John H. Shary Industrial Subdivision, C-3, Lane Rangel, Adoption of Ordinance #\_\_\_\_ - Cervantes

### NATURE OF REQUEST:

On March 19, 2025 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site is located at the Northwest corner of N. Francisco Avenue and E.8<sup>th</sup> 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 of the request subject to compliance with the following conditions: 1) Life of use and TABC License with the understanding that the permit can be revoked; 2) C.U.P. not transferable to others; 3) Waiver of the 300' separation requirement from residential areas; 4) Re-stripe parking area and add landscaping; 5) Must comply with all City Codes (Building, Fire, Health, Signage, etc.); 6) Must acquire a business license prior to occupancy; 7) Hours of operation are Monday – Saturday from 10:00 am to 12:00 am and Sunday from 12:00pm to 12:00am; 8) Compliance with noise ordinance

**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 \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS  
GRANTING A CONDITIONAL USE PERMIT FOR THE SALE AND ON-SITE  
CONSUMPTION OF ALCOHOLIC BEVERAGES – AT THE ICE HOUSE, BEING THE  
SOUTH 109.5' OF LOT 2, BLOCK 137, MISSION ORIGINAL TOWNSITE AND ALL  
OF LOT 52, JOHN H. SHARY INDUSTRIAL SUBDIVISION**

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of March 19, 2025, 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, March 24, 2025, 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:

<b>Legal Description</b>	<b>Type</b>	<b>Conditions of Approval</b>
815 N. Francisco Avenue Being the South 109.5' of Lot 2, Block 137, Mission Original Townsite and all of Lot 52, John H. Shary Industrial Sub.	Sale & On-Site Consumption of Alcoholic Beverages – The Ice House	<ol style="list-style-type: none"> <li>1. Life of Use and TABC License</li> <li>2. CUP not transferable to others</li> <li>3. Waiver of the 300' separation requirement from residential areas</li> <li>4. Re-strip parking area and add landscaping</li> <li>5. Must acquire with all City Codes (Building, Fire, Health, Signage, etc.)</li> <li>6. Must acquire a business license prior to occupancy</li> <li>7. Hours of operation Monday-Sunday 12:00pm – to 12:00am</li> <li>8. Compliance with noise ordinance</li> </ol>

READ, CONSIDERED AND PASSED, this the 14<sup>th</sup> day of April, 2025.

\_\_\_\_\_  
Norie Gonzalez Garza, Mayor

ATTEST:

\_\_\_\_\_  
Anna Carrillo, City Secretary

## AGENDA ITEM EXECUTIVE SUMMARY

Meeting Date: **March 19, 2025**

### Agenda Item:

Public hearing and take action to consider a Conditional Use Permit for the Sale and On-Site Consumption of Alcoholic Beverages – At the Ice House, being the South 109.5' of Lot 2, Block 137, Mission Original Townsite and all of Lot 52, John H. Shary Industrial Subdivision, located at 815 N. Francisco Avenue. Applicant: Lane Rangel

Prepared By: Alex Hernandez  
 Title: Assistant Planning Director  
 Signature: *Alex Hernandez*

### Brief Summary:

#### Project Timeline

- February 13, 2025 – Application for Conditional Use Permit (“CUP”) submitted to the City. **(ATTACHMENT I)**
- March 6, 2025 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- March 19, 2025 - Public hearing and consideration of requested Conditional Use Permit by the Planning and Zoning Commission (P&Z).
- March 24, 2025 – Public hearing and consideration of requested conditional use permit by the City Commission.

#### Summary

- The site is located at the Northwest corner of N. Francisco Avenue and E. 8th Street.
- Pursuant to Section 1.56(3)(A) of the City of Mission Code of Ordinances, a Bar, Cocktail lounges and Taverns requires the approval of a conditional use permit by the City Council.
- The applicant is proposing to open a bar that has been in existence at this location since 1960 as per Appraisal District records.
- Proposed activities: The applicant is proposing live music and to have indoor and outdoor seating areas.
- The proposed hours of operation are as follows: Monday – Saturday from 10:00am to 12:00am and Sunday from 12:00pm to 12:00am
- Staff: 3 employees
- Parking: Due to the total of 164 proposed chairs, a total of 55 parking spaces are required. There are a total of 12 off-street parking spaces on the site. Since this property is located within the Mission’s Central Business District, it is exempt from parking requirements for existing structure.
- Such uses require that no alcoholic beverages be sold within 300’ to a residence, church, public schools, private school or public hospital. There are some residences within the radius; thus, a waiver of the separation requirement would be needed to be approved.

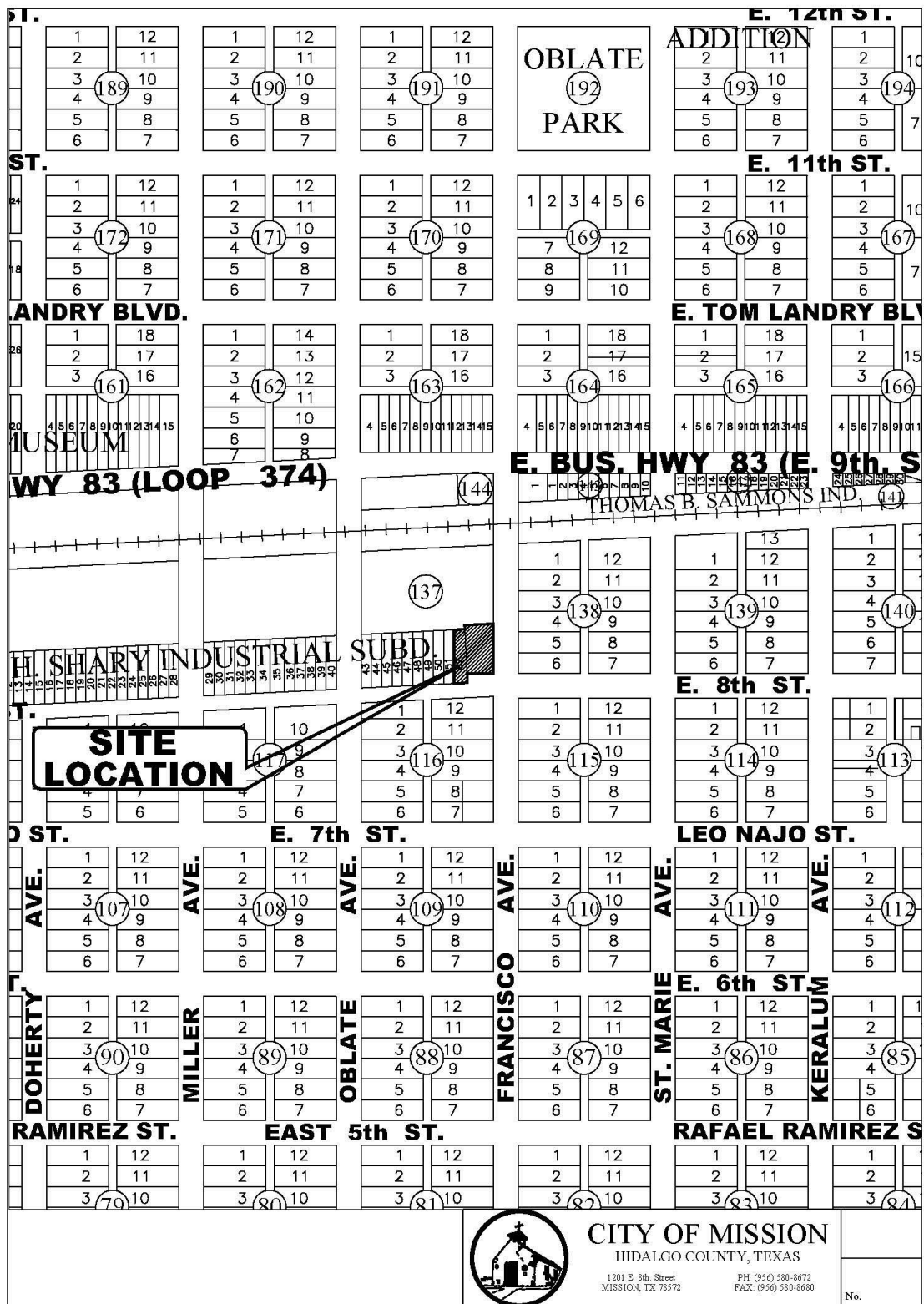
- The Planning Staff has not received any objections to the request from surrounding property owners. Staff mailed out (24) legal notices to surrounding property owners.
- In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval as are needed to ensure that a use requested by a conditional user permit is compatible and complementary to adjacent properties. **(ATTACHMENTS IV-VI)**

#### **Staff Recommendation:**

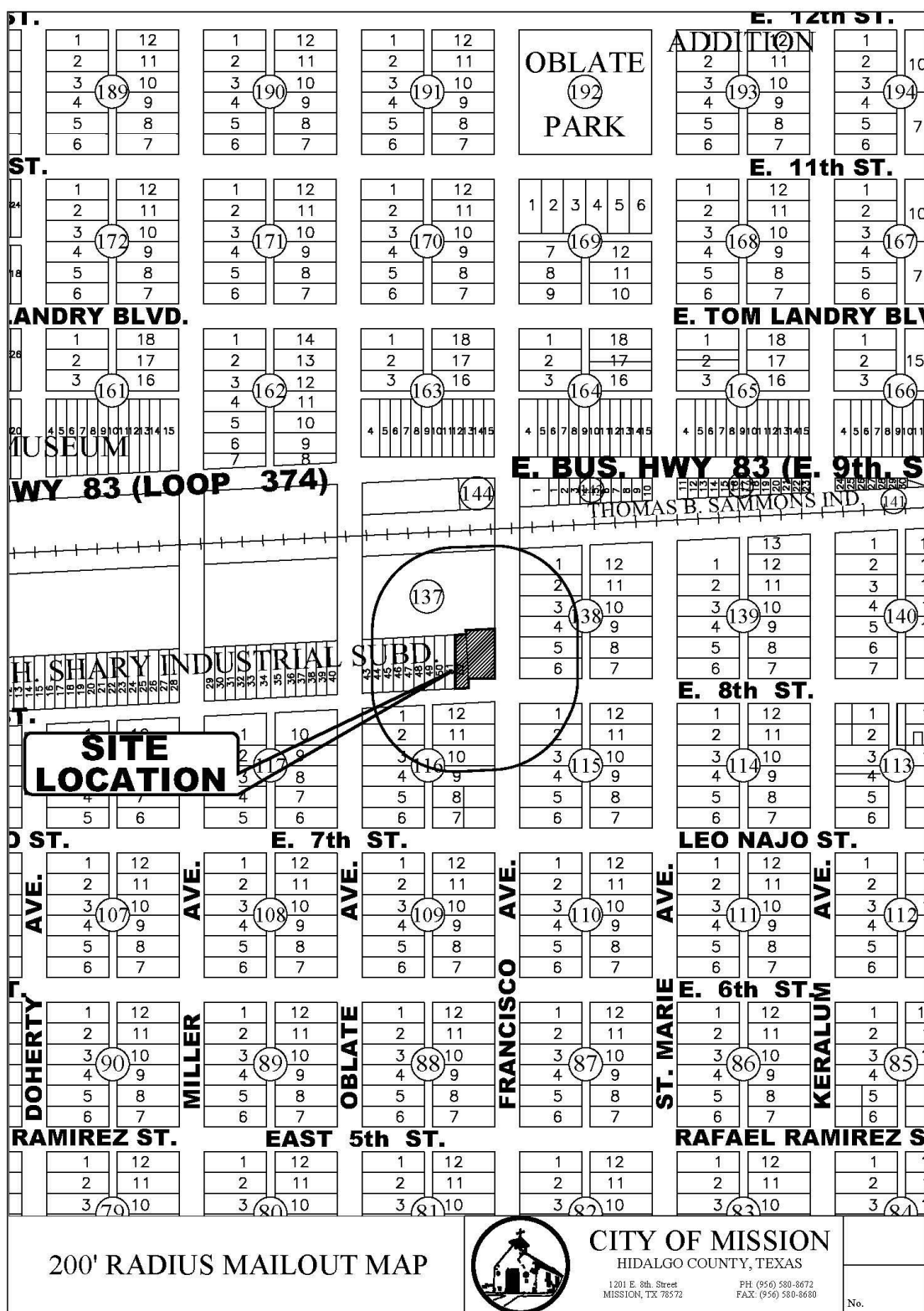
Staff recommends approval of the request subject to compliance with the following conditions:

1. Life of use and TABC License with the understanding that the permit can be revoked
2. C.U.P. not transferable to others
3. Waiver of the 300' separation requirement from residential areas
4. Re-stripe parking area and add landscaping
5. Must comply with all City Codes (Building, Fire, Health, Signage, etc.)
6. Must acquire a business license prior to occupancy
7. Hours of operation are Monday – Saturday from 10:00 am to 12:00 am and Sunday from 12:00pm to 12:00am
8. Compliance with noise ordinance

## Attachment I

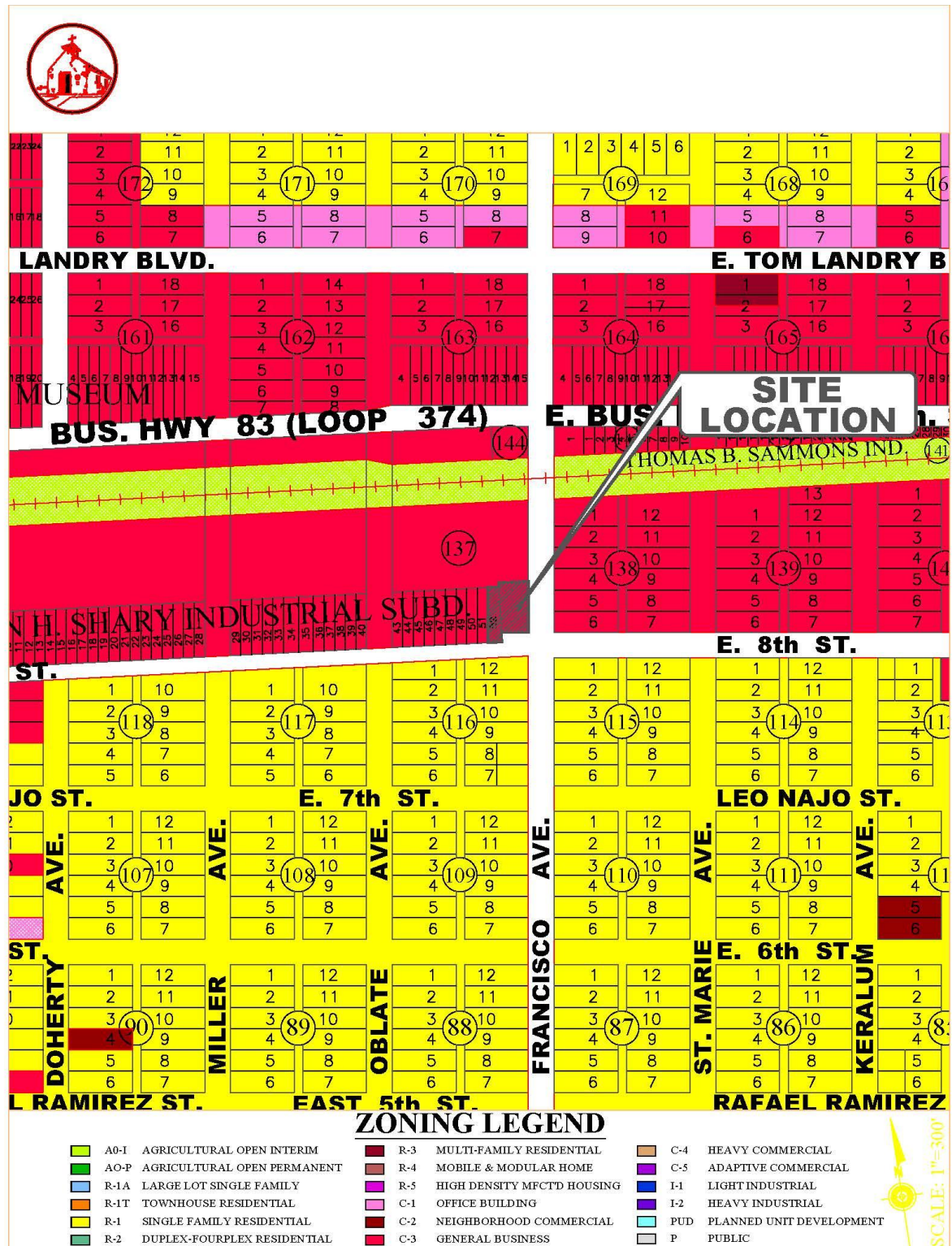


## Attachment II





## Attachment III



Attachment IV





Attachment IV

Street View from N Francisco Ave.





Ordinance No. \_\_\_\_\_

**An Ordinance of the City Council of The City of Mission, Texas Granting a Conditional Use Permit for the Sale and On-Site Consumption of Alcoholic Beverages – at the Ice House, Being the South 109.5' of Lot 2, Block 137, Mission Original Townsite and all of Lot 52, John H. Shary Industrial Subdivision.**

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of March 19, 2025, 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 4:30p.m. Monday, March 24, 2025, 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 FOLLOING CONDITIONAL USE PERMIT BE GRANTED:

**Legal Description**

815 N. Francisco Avenue  
Being the South 109.5' of Lot  
2, Block 137, Mission Original  
Townsite and all of Lot 52,  
John H. Shary Industrial Subd.

**Type**

Sale and On-Site  
Consumption

**Conditions of Approval**

1. Life of use and TABC License.
2. C.U.P. not transferable to others.
3. Waiver of the 300' Separation requirement From residential areas.
4. Re-Strip parking area And add landscaping
5. Must acquire with all City Codes (Building, Fire, Health, Signage, etc.)
6. Must acquire a business License prior to Occupancy.
7. Hours of Operation:  
Monday – Saturday  
12:00p.m.to12:00a.m.  
And Sunday from 12:00p.m. to 12:00a.m.
8. Compliance noise ordinance

READ, CONSIDERED AND PASSED, THIS THE 24<sup>th</sup> day of March, 2025

ATTEST:

\_\_\_\_\_  
Norie Gonzalez Garza, Mayor



Anna Carrillo, City Secretary

*Item 59.*