



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, May 13, 2024 at 4:30 p.m.** at the Mission Council Chambers, 1201 E. 8th Street, Mission, Texas and by Teleconference to consider the following matters.

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

Time: **Monday, May 13, 2024 04:30 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.](#) Proclamation - Elder Abuse Prevention Month - Carrillo
- [2.](#) Proclamation - Emergency Medical Services Week - A. Garcia
- [3.](#) Proclamation - National Police Week - Torres
4. Presentation of TSPRA Star Awards received by Sharyland ISD - Nancy Barbosa
5. Presentation of Texas Association of Museum Award - Lopez
6. Report from the Greater Mission Chamber of Commerce – Brenda Enriquez
7. Report from Mission Economic Development Corporation - Teclo Garcia
- [8.](#) Departmental Reports – Perez
9. Citizen's Participation – Garza

PUBLIC HEARING

PLANNING & ZONING RECOMMENDATIONS

10. Rezoning: Tract #1 A tract of land containing 1.52 acres, more or less, out of a 3.56 acre tract out of Lot 285, John H. Shary Subdivision; Tract #2 A 1.76 acre tract of land out of Lot 285, John H. Shary Subdivision, (AO-I) Agricultural Open Interim to (C-3) General Business, Rolando & Olivia Pena, and Adoption of Ordinance# _____ - De Luna
11. Conditional Use Permit: Mobile Food Truck – Churros Don Ramon, 2509 Colorado Street, Ste. 201, Lot 1, Block 2, Santa Lucia Development, C-3, Juan Chapa, and Adoption of Ordinance# _____ - De Luna

CONSENT AGENDA

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

12. Approval of Minutes – Carrillo
Regular Meeting – April 22, 2024
13. Acknowledge Receipt of Minutes – Perez
Mission Economic Development Authority – February 7, 2024
Mission Redevelopment Authority – March 26, April 1, 2024
Mission Economic Development Corporation – February 28, March 27, 2024
Mission Tax Increment Reinvestment Zone – March 26, April 1, 2024
Mission Education Development Council – January 24, 2024
Building Board of Adjustments – December 19, 2023
Zoning Board of Adjustments – December 6, 2023, January 22, 2024
Citizen’s Advisory Committee – March 26, April 9, 2024
Ambulance Board Meeting – January 16, 2024
Mission Civil Service Commission – March 27, 2024
Special Events and Entertainment Committee – February 7, 2024
14. Authorization to extend First Six-Month Renewal for Ready Mix Concrete for Public Works Department - Bocanegra
15. Authorization to extend First & Final One-year renewal for Cold Water Meters for Water Distribution - Bocanegra
16. Authorization to Solicit for Bids for the purchase of Meter Connect Supplies for the Public Works Department – Bocanegra
17. Approval of Resolution # _____ to Amend Resolution # 1393 authorizing the City Manager, Finance Director, and Assistant Finance Director as Authorized Representatives for Texas Local Government Investment Pool (TexPool) – A. Garcia

18. Approval of Engagement Letter Amendment for Fiscal Year 2022/2023 with Carr, Riggs & Ingram, LLC for Non-Attestation Services – A. Garcia
19. Authorization to Execute Second and Final One Year Renewal Option for Pest Control Services for City of Mission Buildings. - Hinojosa
20. Approval of Resolution # _____, Resolution approving resolution of Mission Economic Development Corporation, authorizing the issuance of bonds on behalf of Republic Services Inc., and matters related thereto – T. Garcia
21. Authorization to enter into a Memorandum of Understanding between South Texas College Police Department and the City of Mission Police Department – Torres
22. Authorization to Enter Interlocal Agreement Between the County of Hidalgo, Texas, and the City of Mission for the establishment of an Emergency Services Paramedic Program partially funded by Hidalgo County American Rescue Plan Act (ARPA) Recovery Funds in the amount of \$83,460, and approval of respective budget amendment. – A. L. Garcia
23. Authorization to accept the 2024 STEP Click It or Ticket Mobilization Grant from the Texas Department of Transportation - Torres
24. Approval of Resolution # _____ Regarding Waterline Access Agreement with Sharyland Water Supply within City of Mission’s ETJ for Jose Juan Gonzalez Vela & Eloisa Cantu Gonzalez – Lot 23, La Homa Groves Subdivision Unit No. 6 – De Luna
25. Approval of Resolution # _____ to surplus machinery and equipment – A. Garcia

APPROVALS AND AUTHORIZATIONS

26. Preliminary 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 Engineering, Inc., - De Luna
27. Preliminary Plat Approval: The Heights at Inspiration Subdivision Phase I, Being 9.277 acres out of Lot 35-1, West Addition to Sharyland, Suburban ETJ, Developer: Gustavo Cavazos, Engineer: MAS Engineering, LLC, - De Luna
28. Preliminary 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, - De Luna
29. Discussion and action to nominate and appoint a Mayor Pro-Tem in accordance with Section 3.05 of the City Charter - Carrillo
30. Reschedule Monday, May 27, 2024 City Council regular meeting to Tuesday, May 28, 2024 due to City Hall being closed for Memorial Day holiday - Carrillo
31. Approval of Ordinance No. _____ of the City Council of the City of Mission, Texas allowing for the release of information made confidential by Subsection 143.089(g) of the Texas Local Government Code, to the City Manager and the City Attorney of the municipality with the consent of the governing body - Flores
32. Approval of Third Amendment to the Interim Administrative Services Agreement with Mission Tax Reinvestment Zone/ Mission Redevelopment Authority and the City of Mission, and respective budget amendment – T. Garcia

- [33.](#) Approval of Lease Agreement with Mission Redevelopment Authority/TIRZ #1 for the building located at 1301 E. 8th Street. – T. Garcia
- [34.](#) Authorization to execute a Reimbursement Agreement between the City of Mission and Mission Redevelopment Authority for the design and construction management of American Disabilities Act compliance, and other improvements related to the building located at 1301 E. 8th Street, and approval of respective budget amendment. – T. Garcia
- [35.](#) Authorization to engage CG5 LLC Architects for project design development services and construction management/ADA structure assessment services for the newly acquired Mission Redevelopment Authority/TIRZ #1, building located at 1301 E. 8th Street, in accordance with the approved Reimbursement Agreement – T. Garcia
- [36.](#) Authorization to approve Change Order #7 for Taylor Rd Phase 1 for the City of Mission - Bocanegra
- [37.](#) Authorization to accept grant award for the FY24-25 Regional Solid Waste Grant Program with the LRGVDC -Elizalde
- [38.](#) Adoption of Fee Waiver and Discounted Rate Policy for the Mission Event Center - A. Lerma
- [39.](#) Authorization to terminate Master Agreement for Professional Services with S&B Infrastructure pertaining to the Environmental Clearance, Traffic Engineering Study and Feasibility Study for the City of Mission and engage R.R.P. Consulting Engineers, LLC to provide services - Terrazas
- [40.](#) Authorization to Lease Four (4) 2024 Tahoes 4x2 PPV and (1) 2023 Dodge Durango Pursuit AWD from D&M Leasing Company (Buyboard #652-21) in the amount of \$435,376.52, and respective budget amendment – Torres
- [41.](#) Authorization to terminate contract for OpenGov Budgeting and Planning Software by Carahsoft Technology Corp via DIR Contract (DIR-TSO-3926) – A. Garcia

ROUTINE MATTERS

City Manager Comments

City Council Comments

Mayor's Comments

UNFINISHED BUSINESS

- [42.](#) TABLED 04/22/2024 - Approval of Resolution No. _____ authorizing to revocation of grant award for FY23 COPS Hiring Program with the U.S. Department of Justice, Office of Community Oriented Policing - Elizalde
- [43.](#) TABLED 04/22/2024 - Ordinance #_____ approval to amend Ordinance #5403 rescinding Eight (8) Positions from the Classified Position of Patrolman for FY 2023-24 – J. Lerma

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 551.074 (Personnel Matters) Leave of Absence of Assistant Municipal Court Judge
3. Closed session pursuant to Tex. Gov't Code Section 551.074 (Personnel Matters), discussion regarding interviews of City Attorney candidates.
4. Closed session pursuant to Tex. Gov't Code Section 551.074 (Personnel Matters), discussion regarding Finance Director candidates.
5. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney) related to Black Diamond Developers, LP and CCC Operations, LLC v. City of Mission, Cause No. C-5276-23-D.
6. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney) Discussion of ownership and deeds related to Shary Municipal Golf Course.
7. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney) related to pending litigation; specifically, City of Mission v. Performance Services, Inc dba Performance Services of Texas, Inc. (13th Court of Appeals, Cause No. 13-22-00485-CV, Trial Court (139th District Court) Cause No. C-1712-22-C)
8. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney) and Section 551.087 (Economic Development Negotiations) related to proposed economic incentives for Project Ocean.

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

1. Action, if any, regarding evaluation of City Manager regarding goals and objectives.
2. Action, if any regarding Leave of Absence of Assistant Municipal Court Judge
3. Action, if any regarding interviews of City Attorney candidates.
4. Action, if any regarding Finance Director candidates.
5. Consideration and action, if any related to Black Diamond Developers, LP and CCC Operations, LLC v. City of Mission, Cause No. C-5276-23-D.
6. Consideration and action, if any related to ownership and deeds regarding Shary Municipal Golf Course.
7. Consideration and action, if any related to pending litigation; specifically, City of Mission v. Performance Services, Inc dba Performance Services of Texas, Inc.
8. Consideration and action, if any, related to economic incentives for Project Ocean

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 10th day of May, 2024 at 2:30 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 **13th day of May, 2024** the City Council of the City of Mission will hold a regular meeting at 4:30 p.m. at 1201 E. 8th Street, Mission, Texas and by Teleconference to consider the following matters. The subjects to be discussed are listed on the agenda, which is attached to and made a part of this Notice.

If, during the course of the meeting covered by this Notice, the City Council should determine that a closed or executive meeting or session of the Council is required, then such closed or executive meeting or session as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq., will be held by the Council at the date, hour and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the Council may conveniently meet in such closed or executive meeting or session concerning any and all 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 **10th day of May, 2024** this Notice was emailed to news media who had previously requested such Notice and an original copy was posted on the bulletin board at City Hall, 1201 E. 8th Street at 2:30 p.m. on said date.



 Anna Carrillo, City Secretary

Proclamation

City of Mission



WHEREAS, older adults and people with disabilities of diverse backgrounds contribute to the wellbeing of this city by working, caregiving, volunteering and actively preserving customs, rituals, and traditions; and

WHEREAS, as we age, we build momentum by accumulating knowledge, experience, insight, and wisdom that can be shared to enrich our community; and

WHEREAS, abuse of older adults and people with disabilities is a community concern, affecting thousands of people across Texas; and

WHEREAS, abuse affected more than 120,069 older adults and people with disabilities in Texas in 2023; and

WHEREAS, abuse against older adults and people with disabilities is grossly underreported because of social stigma, embarrassment, and fear; and

WHEREAS, adult abuse effects men and women of all income and ability levels, all cultural and ethnic backgrounds, in all communities; and

WHEREAS, elder abuse is everyone’s business, it’s important to strengthen our efforts to prevent, report and address elder abuse.

NOW, THEREFORE, we the City Council of the City of Mission do hereby proclaim the month of June 2024 to be:

“ELDER ABUSE PREVENTION MONTH”

In Mission, Texas and urge all citizens to work together to help reduce abuse and neglect of people who are elderly or have disabilities.

PROCLAIMED on this the 13th day of May, 2024.

Norie Gonzalez Garza, Mayor

Jessica Ortega, Mayor Pro Tem

Ruben Plata, Councilman

Marissa Ortega Gerlach, Councilwoman

Alberto Vela, Councilman

Proclamation

City of Mission



WHEREAS, May 19-25 marks the 50th anniversary of National EMS Week; and

WHEREAS, emergency medical services are a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide life-saving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of City of Mission Fire Department’s Fire Based EMS and First Responder staff, receive numerous hours of specialized training and continuing education to enhance their life-saving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

NOW THEREFORE, We the City Council of the City of Mission do hereby recognize the City of Mission Fire Department’s Fire Based EMS and First Responder staff and do hereby proclaim the week of May 19 - 25, 2024, as

EMERGENCY MEDICAL SERVICES WEEK

In the City of Mission with the 50th Anniversary of EMS Week theme, “Honoring Our Past, Forging Our Future”, and encourage the community to observe this week with appropriate programs, ceremonies, and activities.

PROCLAIMED on this the 13th day of May, 2024.

Norie Gonzalez Garza, Mayor

Jessica Ortega, Councilwoman

Ruben Plata, Mayor Pro Tem

Marissa Ortega Gerlach, Councilwoman

Alberto Vela, Councilman

Proclamation

City of Mission



WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, the members of the Mission Police Department play an essential role in safeguarding the rights and freedoms of the citizens of Mission, Texas; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation,

NOW, THEREFORE, we the City Council of the City of Mission do hereby proclaim the week of May 12 – 18, 2024 as

NATIONAL POLICE WEEK

And call upon all citizens of Mission and upon all patriotic, civic and educational organizations to observe the week of May 12 through 18, 2024, as Police Week with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

NOW, THEREFORE, we the City Council of the City of Mission call upon all citizens of Mission, Texas to observe Monday, May 13, 2024 as Peace Officers Memorial Day in Mission, Texas to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

PROCLAIMED on this the 13th day of May, 2024.

Norie Gonzalez Garza, Mayor

Jessica Ortega, Councilwoman

Ruben Plata, Mayor Pro Tem

Marissa Ortega Gerlach, Councilman

Alberto Vela, Councilman



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 13, 2024
PRESENTED BY: Mike R. Perez, City Manager
AGENDA ITEM: Departmental Reports – Perez

NATURE OF REQUEST:
 Community Development – March 2024
 Planning – March 2024
 Permits & Inspections – March 2024
 Code Enforcement – March 2024
 Civil Service – April 2024
 311- April 2024
 Veterans Cemetery – April 2024
 City Secretary – April 2024
 Grants – April 2024
 Office of Emergency Management – April 2024
 Information Technology – April 2024
 Municipal Court – April 2024
 Boys & Girls Club – April 2024

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

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

Item 8.

PROGRESS REPORT CDBG	MARCH, 2024 UNOFFICIAL				
AGENCY / DEPARTMENT / DESCRIPTION / BUDGET	MONTHLY EXPENDITURE	ACCOMPLISHMENT	YEAR TO DATE	%	BALANCE
AMIGOS DEL VALLE - MEALS \$17,000.00 Funds will be utilized to provide meals to homebound seniors.	\$1,900.98	Agency submitted March (\$1900.98) request in April and has been processed. YTD: 19 clients served 2380 meals	\$12,106.80	71.22%	\$4,893.20
AREA AGENCY ON AGING \$3,000.00 Funds will be utilized to provide assist seniors with minor repairs/modifications and medical supplies.	\$1,200.00	Agency submitted March (\$1200) request in April and has been processed. YTD: 6 clients served	\$2,195.25	73.18%	\$804.75
C.A.M.P. UNIVERSITY \$3,000.00 Funds will be utilized to provide day habilitation providing life skills for adults with special needs.	\$0.00	Agency exhausted FY 23-24 funds	\$3,000.00	100.00%	\$0.00
COMFORT HOUSE \$3,000.00 Funds will be utilized to provide twenty-four hour palliative care to patients who have a prognosis of four months or less to live.	\$0.00	Agency continues to screen applicants. YTD: 3 clients served.	\$803.46	26.78%	\$2,196.54
HOPE MEDICAL SERVICES \$3,000.00 Funds will be utilized to provide medical services to uninsured and/or low income residents.	\$0.00	Agency exhausted FY 23-24 funds	\$3,000.00	100.00%	\$0.00
CASA OF HIDALGO COUNTY, INC. \$1,000.00 Funds will be utilized for expenses generated in advocating for abused and neglected children.	\$112.30	Agency submitted March (\$112.30) in April and is being processed. YTD: 5 clients served	\$1,000.00	100.00%	\$0.00
CHILDREN'S ADVOCACY CENTER \$11,000.00 Funds will be utilized to provide counseling services for abused/neglected children and their families.	\$1,477.17	Agency submitted March (\$1477.17) request in April and is being processed. YTD: 67 clients served	\$9,408.87	85.54%	\$1,591.13
EMERGENCY RENTAL ASSISTANCE PROGRAM \$15,000.00 Funding will be utilized to provide short term (no more than 3 months) emergency payments on behalf of individuals or families to prevent homelessness.	\$0.00	Program staff continues to screen applicants for the Rental Assistance Program. YTD: 2 Clients Served	\$5,325.00	35.50%	\$9,675.00
SILVER RIBBON \$3,000.00 Funds will be utilized to provide assistance with rent, rent deposits, utilities, utility deposits, medications, physician/medical visits, eyeglasses, durable medical equipment.	\$400.00	Agency submitted request (\$400) in April and is being processed. YTD: 9 clients served	\$1,410.08	47.00%	\$1,589.92
AFFORDABLE HOMES OF SOUTH TEXAS \$100,000.00 Funding will be utilized to provide direct home ownership assistance with subsidizing mortgage principal.	\$358.89	Agency submitted March (\$358.89) request in April and has been processed. 5 clients preapproved for subsidy loans. 1 client has closed on loan.	\$1,441.23	1.44%	\$98,558.77
HOUSING ASSISTANCE PROGRAM					
REHABILITATION \$30,000.00	\$0.00	Staff finalizing Lead-Based paint testing/inspection bid quotes and working on floor plans specification.	\$0.00	0.00%	\$50,000.00
RECONSTRUCTION \$636,209.00	\$0.00	Received bids for 5 projects and presented at the CAC meeting for approval to then be taken to City Council for final approval.	\$144,373.35	22.69%	\$491,835.65
HOUSING ADMINISTRATION \$103,133.00	\$7,453.60	Overnight expense of the Housing Assistance Program	\$45,315.90	43.64%	\$58,517.10
PROGRAM ADMINISTRATION \$184,934.00	\$12,399.10	Overnight expense of the CDBG Program	\$75,616.69	40.89%	\$109,317.31
\$1,133,976.00	\$25,102.04		\$304,996.63	26.90%	\$828,979.37
Community Development Department CDBG / HOUSING					
New Applicants (HAP)	Agencies/Contractor:	Departments:	# of referrals to other agencies/departments:	Walk-ins	
2	2	2	5	9	
New Applicants (EAP)	Re-certifications:	Previously Assisted:	Incoming Calls:	Appointments	
0	0	0	37	1	

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

PROGRESS REPORT CV	MARCH, 2024 UNOFFICIAL				
AGENCY / DEPARTMENT / DESCRIPTION / BUDGET	MONTHLY EXPENDITURE	ACCOMPLISHMENT	YEAR TO DATE	%	BALANCE
AMIGOS DEL VALLE - MEALS					
\$0.19					
Funds will be utilized to assist seniors affected by COVID-19 and expand services for weekend deliveries and/or drive-thru meal pickup due to social distancing.	\$0.00	Agency completed program	\$0.00	0.00%	\$0.19
EMERGENCY ASSISTANCE PROGRAM					
\$16,036.35					
Funds will be utilized to assist residents affected by COVID-19 with rent/mortgage and utility assistance.	\$915.84	Request for (\$915.84) received in March and was processed. YTD: 3 clients served	\$14,066.38	87.72%	\$1,969.97
PROGRAM ADMINISTRATION					
\$310.00					
	\$0.00	Staff completed contract hours; program continues	\$0.00	0.00%	\$310.00
AFFORDABLE HOMES OF SOUTH TEXAS CV3					
\$62,715.88					
Funds will be utilized to provide rent and mortgage assistance to residents that have been affected by the pandemic COVID-19.	\$37.10	Agency submitted March (\$37.10) in April and was processed.	\$12,745.19	20.32%	\$49,970.69
FOOD BANK OF RGV CV3					
\$2.46					
Funds will be utilized to purchase food items for distribution of food baskets/boxes to individuals/families affected by COVID-19.	\$0.00	Agency completed program	\$0.00	0.00%	\$2.46
MISSION FIRE DEPARTMENT CV3					
\$43,938.89					
Funds will be utilized to purchase equipment for emergency use at the shelter during declared disasters to serve the community affected by COVID19	\$0.00	Bids received for concrete pad/carport. Will present next City Council Meeting on 4/9/2024.	\$0.00	0.00%	\$43,938.89
\$123,003.77	\$952.94		\$26,811.57	21.80%	\$96,192.20

MEMORANDUM

TO: RANDY PEREZ, CITY MANAGER
FROM: SUSANA DE LUNA, PLANNING DIRECTOR
DATE: APRIL 5, 2024
SUBJ: MONTHLY REPORT MARCH 2024

ACTIVITY REPORT FOR THE PLANNING DIVISION IS PROVIDED FOR THE PREVIOUS MONTH.

MARCH 2024

REZONINGS:	1
CONDITIONAL USE PERMIT:	4
HOMESTEAD APPROVALS:	1
SUBDIVISIONS:	2
SINGLE LOT VARIANCES:	0
VARIANCES (ZBA):	0
SITE PLAN APPROVALS:	0
OTHER P&Z REQUESTS:	0

**Building Permit and Inspections
Activity Report for
The Month of March 2024**

Total # of Building Permits	Building Permit Value	Building Permit Fee	Types of Building Permits
32	\$5,751,260.00	\$12,384.45	New Dwelling
1	\$551,400.00	\$50.00	Commercial
2	\$440,000.00	\$2,401.00	Assembly
1		\$105.00	Apartments
16	\$51,200.00	\$3,280.00	Warehouse
4	\$118,000.00	\$1,270.00	Move Out Houses/Move Within
10	\$44,700.00	\$392.15	Move In Houses
3	\$20,900.00	\$180.00	Move In Mobile Homes
16	\$37,373.86	\$619.20	Schools
1	\$454.00	\$177.50	Swimming Pools
3	\$32,000.00	\$165.00	Sheds
			Signs
			Fence
			Tower
			Gas Tanks Pumps
			Demolition
			Water Well/Recreation Const.
89	\$7,069,833.86	\$21,024.30	Totals

Additions / Remodeling			
39	\$890,623.77	\$5,840.65	Residential Buildings
9	\$251,534.55	\$1,809.25	Commercial Buildings
			Apartment Buildings
			Assembly Buildings
			School Buildings
			Awnings/Decks
11	\$32,530.00	\$876.35	Carports/Concrete
17	\$133,621.46	\$1,307.65	Porches/Driveways/Sidewalks
1	\$35,000.00	\$71.15	Garages/Canopies
			Hobby Shops
77	\$1,343,309.78	\$9,905.05	Totals

Total Building Permits	166
Total Building Valuation	\$8,413,143.64
Total Building Permit Fees	\$30,929.35

Prepared By: Rachel Alvarez
Date: 4/2/2024

Page 2
 Monthly Report for March 2024

I. Permits Issued

A. Building	
Number	166
Value	<u>\$8,413,143.64</u>
Permit Fees	<u>\$30,929.35</u>

B. Electrical, T-Pole, & T-Clear	
Number	170
Permit Fees	<u>\$18,630.00</u>

C. Mechanical	
Number	46
Value	<u>\$353,415.00</u>
Permit Fees	<u>\$4,645.00</u>

D. Plumbing, Gas & Sprinkler System	
Number	100
Permit Fees	<u>\$10,263.00</u>

TOTALS

Total Permits Issued	482
Total Valuation	<u>\$8,766,558.64</u>
Total Permit Fees	<u>\$64,467.35</u>

II. Number of Inspections Conducted	<u>620</u>
--	-------------------

Monthly Report for March 2024**III. Other Fees**

A. Business License Application		
Number		25
Permit Fees		<u>\$1,275.00</u>
B. Garage Sale Permits		
Number		357
Permit Fees		<u>\$3,795.00</u>
C. Health Cards		
Number		
Permit Fees		
D. Bullder Registration		
Number		15
Permit Fees		<u>\$1,450.00</u>
E. Electrician Registration		
Number		0
Permit Fees		<u>\$0.00</u>
F. Plumbing Registration		
Number		0
Permit Fees		<u>\$0.00</u>
G. Mechanical Registration		
Number		1
Permit Fees		<u>\$100.00</u>
H. House Inspections		
Number		2
Permit Fees		<u>\$200.00</u>
I. Planning & Zoning Applications		
Number		39
Permit Fees		<u>\$8,250.00</u>



CODE ENFORCEMENT
MONTHLY REPORT
MARCH 2024

COMPLAINTS RECEIVED	138
WEEDY LOT LETTERS	69
PROPERTIES SENT TO MOWER'S LIST	39
PROPERTIES MOWED	19
SIGNS	85
JUNKED VEHICLES/ BOATS	6
CONSTRUCTION W/OUT PERMIT/SETBACKS	19
HEALTH & SANITATION/STAGNANT WATER	30
HOME OCCUPATION	1
SIGHT OBSTRUCTION/SIDEWALKS/RIGHT OF WAY/DRIVEWAYS	1
UNSAFE/UNSECURED BUILDING	5
DOUBLE OCCUPANCY/HOOKED RV	1
ILLEGAL DUMPING	1
NON RESIDENTIAL PARKING/SEMI-TRUCKS	1
NO BUSINESS LICENSE/CUP REQ'D/NO GARAGE SALE PERMITS	1
STORAGE OF VEHICLES/BOATS/TRAILERS	2
DEMOLITION FOR UNSAFE BUILDINGS	0
PARKING LOT MAINTENANCE/POTHoles/LIGHTING/LANDSCAPING	4
IPMC VIOLATIONS	6
P&Z ZONING VIOLATIONS/SUBDIVISION	0
PARKING ON LAWN	34
CASES FILED IN COURT/PENDING APPROVAL WITH ATTORNEY	15
CASES SEEN IN COURT	154
CASES CLOSED	107
CALL-IN'S	93
WALK-IN'S	4
311-COMPLAINTS	29
INTERNAL COMPLAINTS/E-MAILS	12

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
THROUGH: MIKE PEREZ, CITY MANAGER
FROM: JESSE LERMA, CIVIL SERVICE DIRECTOR
SUBJECT: CIVIL SERVICE REPORT, APRIL 2024
DATE: MAY 2, 2024



1. Mission Fire Department DC's promotional examination date set for May 9, 2024 (2nd attempt). Two CPTs will be participating.
2. Mission Fire Department LT's promotional examination date set for May 9, 2024 (3rd attempt). Three ENGs will be participating.
3. Mission Police Department has fifteen (15), next entry level examination is set for May 22, 2024
4. Pending Hearings
 1. PO Roel Velasquez-Indefinitely Suspended June 7, 2023-pending legal
 2. PO Esteban Jara-Indefinitely Suspended March 28, 2024-Started process to select arbitrator
 3. FF Roberto Martinez-Suspended three (3) shift days without pay December 22, 2023-Hearing set for June 27, 2024-attached notice
 4. FF Jorge Balderas-Suspended four (4) shift days without pay December 22, 2023-Pending selection/agreement on date for hearing

THANKS

Arbitrator Paul Chapdelaine
Conflict Services, LLC
2621 Yaletzi LN
League City, TX 77573

April 26, 2024

VIA EMAIL

Mr. Rafael Torres
TSAFF Service Director
1106 Lavaca St., Suite 100
Austin, Texas 78701

Mr. Alan T. Ozuna
Law Office of Alan T. Ozuna
27837 McLelland Drive
Harlingen, TX 78552

RE: AAA Case No. 01-24-0000-0164 – Robert Martinez

Mr. Ozuna and Mr. Torres:

This will serve as formal notice that the parties have agreed to schedule an arbitration hearing in the above-referenced matter as follows:

Date	June 27, 2024
Time	9:00 a.m. Central Time
Location	To be determined

I look forward to working with you.

Sincerely yours,



Paul Chapdelaine
Independent Hearing Examiner

CC: K. Pagan

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
THROUGH: MIKE PEREZ, CITY MANAGER
FROM: JESSE LERMA, 311 COORDINATOR/CIVIL SERVICE DIRECTOR
SUBJECT: 311 REPORT, APRIL 2024
DATE: MAY 2, 2024



We have a total of 974 submission for April of 2024 with a total of 7160 since we began. The system is fully functional and very user friendly. We are able to customize the system to meet the needs of our daily operations. Our staff has bought into the system and working on improvements every day. We are able to find problematic areas using the system and it allows for us to attend to the needs of those areas in a timely manner. We try to contact as many residents as possible and are getting feedback from them to improve the system.

Our media department has been pushing the 311-program encouraging our citizens to utilize the program.

Thank you!

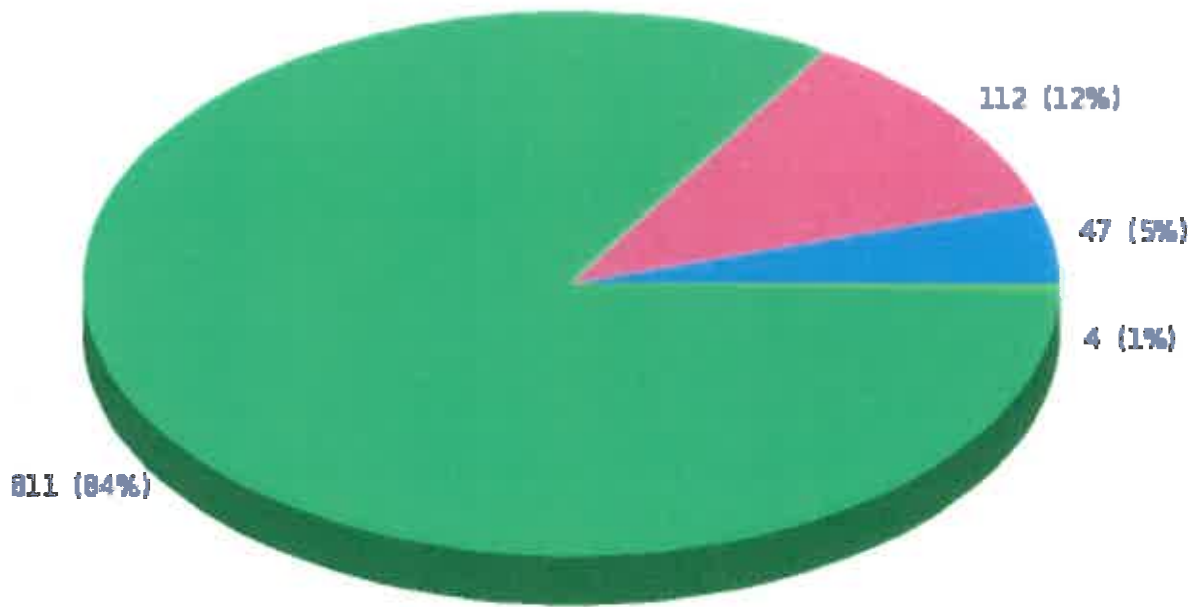
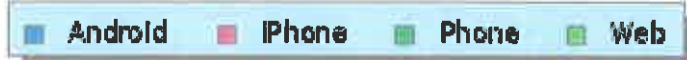
Topic Counts of Opened Requests
For Date Period From 04/01/2024 Through 04/30/2024

Item 8.

Topic	Count
Health	
Animal Control	823
Mosquitoes	13
Total - Health	836
Obstructions -Tree/Branches	
MOWING	6
Total - Obstructions -Tree/Branches	6
Parks & Rec	
Graffiti	2
Mowing	0
Parks	4
Restrooms	1
Right of way (mowing)	1
Trails	0
Total - Parks & Rec	8
Planning	
Construction Concerns	1
Dilapidated Home/Structure	2
Garage Sales	0
Health & Sanitation	3
Illegal Dumping	12
Junked Vehicle on private property	3
Sewer Concerns	0
Unsafe Building	2
Weedy Lot	10
Total - Planning	33
Police Department	
Illegal Parking	11
Total - Police Department	11
Public Works	
Flooded area/Roadway and streets	2
Foul smell	1
Junk Vehicle	2
Lift Station	0
Low Water Pressure	5
Obstruction-Trees/Branches	12
Pot Holes	13
Sandbag (Elderly And Disabled)	0
Side Walk	3
Street Light	10
Streets/Signs	10
Tires	0
Traffic Signals	2
Water Leaks	5
Total - Public Works	65
Sanitation	
Brush	5
Bulky Items	3
Garbage	4
Trash	3
Total - Sanitation	15
All Topics	
Total All Topics	9

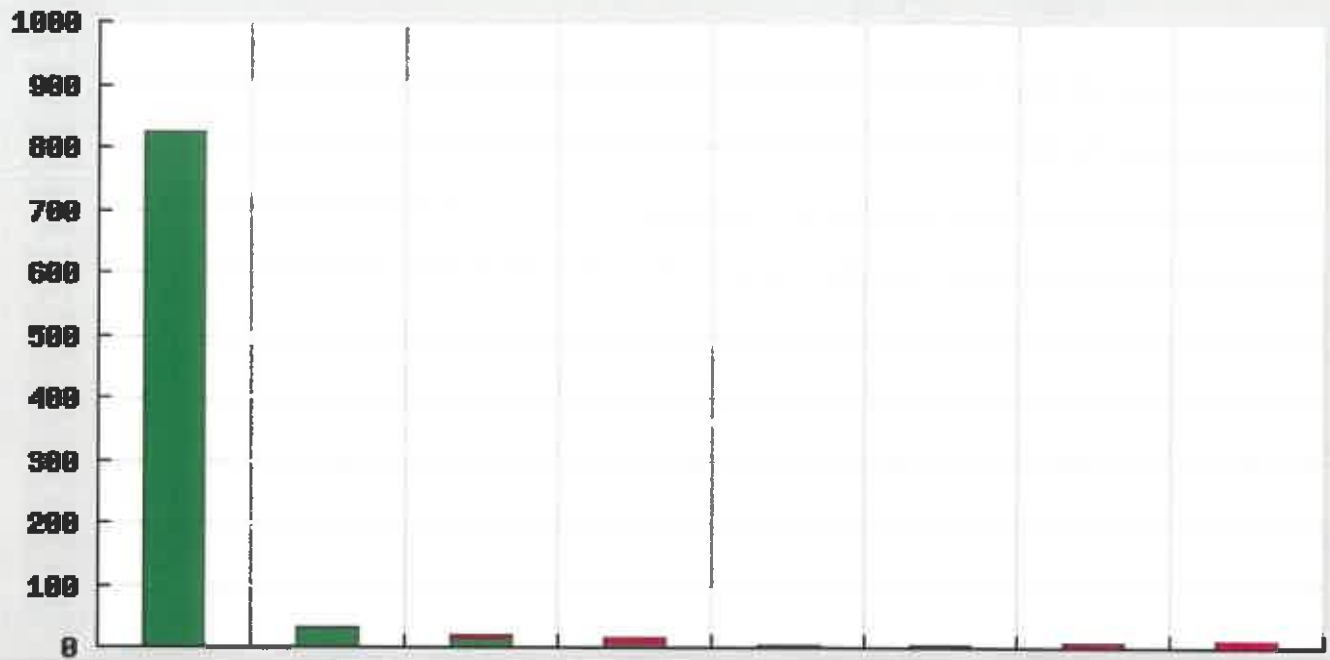
How Requests Are Reported

For Date Period From 04/01/2024 Through 04/30/2024



Time to Close Distribution - All Departments

For Date Period From 04/01/2024 Through 04/30/2024



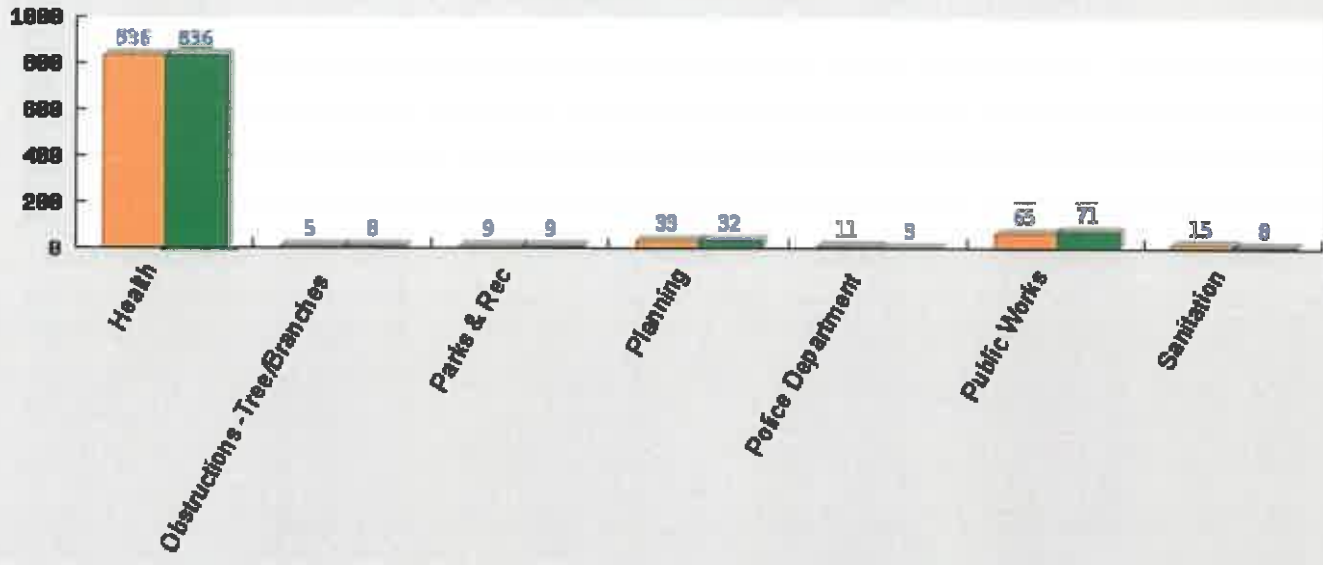
Days	0 - 1	2 - 3	4 - 5	6 - 7	8 - 9	10 - 11	12 - 13	14 +
Exceed	0	1	6	6	3	2	7	13
Met	824	31	16	9	2	2	1	0
Total	824	32	21	14	5	4	8	13

*Exceed indicates the request was closed past the due date

Open Vs. Closed Requests

For Date Period From 04/01/2024 Through 04/30/2024

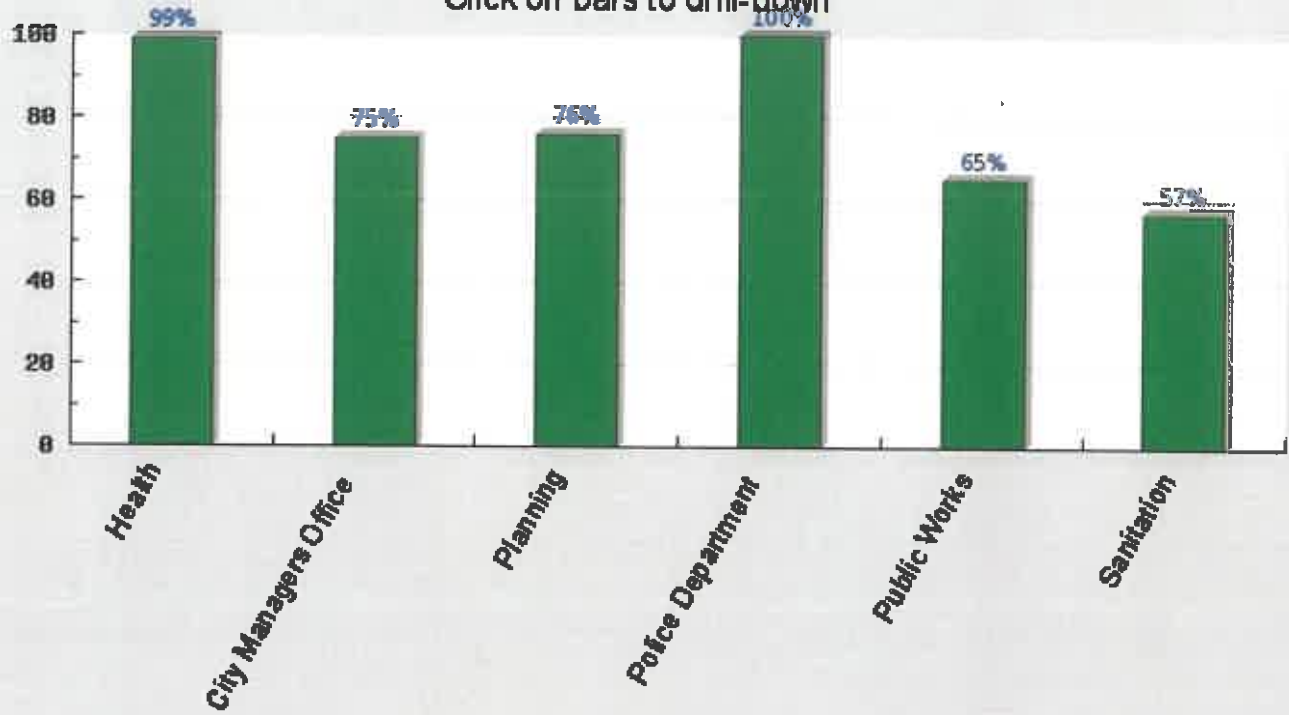
Opened Closed



Requests Closed On-Time

For Date Period From 04/01/2024 Through 04/30/2024

Click on bars to drill-down



Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description
6332	Animal Control	Closed	04/02/2024		Espinoza,Mitchell I.	Dead animal, seemingly a cat.
6333	Animal Control	Closed	04/02/2024		Vela,Jesus	tue / am- loose agg dog, blk chases teens &...
6334	Animal Control	Closed	04/02/2024		Vela,Jesus	tue / am- 1045 cat, stry, strt
6335	Animal Control	Closed	04/02/2024		Vela,Jesus	tue / am- trp psm, frnt
6336	Animal Control	Closed	04/02/2024		Vela,Jesus	tue / am- dog got clipped by car, was limping...
6337	Animal Control	Closed	04/02/2024		Vela,Jesus	tue / am, trp cat, frnt
6338	Animal Control	Closed	04/02/2024		Espinoza,Mitchell I.	tue / am- trp psm, bk
6339	Animal Control	Closed	04/02/2024		Espinoza,Mitchell I.	tue / am- trp psm msg / aaron
6340	Animal Control	Closed	04/02/2024		Espinoza,Mitchell I.	tue / am- complaint of barking msg / aaron
6341	Animal Control	Closed	04/02/2024		Espinoza,Mitchell I.	tue / am- ownr of barking dog msg / aaron
6342	Animal Control	Closed	04/02/2024		Rodriguez,Daniel	tue / am- 1045 dog msg / aaron
6343	Animal Control	Closed	04/02/2024		Espinoza,Mitchell I.	tue / am- trp psm msg / aaron
6344	Animal Control	Closed	04/02/2024		Vela,Jesus	tue / am- 2 loose dogs, gym CASTRO ELEM, in...
6345	Animal Control	Closed	04/02/2024		Espinoza,Mitchell I.	tue / am- 2 loose dogs, just arrived behind...
6346	Animal Control	Closed	04/02/2024		Espinoza,Mitchell I.	tue / am- trp psm, frnt plz leave trap
6347	Animal Control	Closed	04/02/2024		Vela,Jesus	tue / am- med / loose dog chased kid call...
6348	Animal Control	Closed	04/02/2024		Vela,Jesus	tue / am- loose agg dog on prop call from...
6349	Animal Control	Closed	04/02/2024		Rodriguez,Daniel	tue / am- trp cat, frnt
6350	Animal Control	Closed	04/02/2024		Rodriguez,Daniel	tue / am- agg dog under hm call frm wed /...
6351	Animal Control	Closed	04/02/2024		Rodriguez,Daniel	tue / am- 1045 dog, personal in bag, frnt
6352	Animal Control	Closed	04/02/2024		Vela,Jesus	tue / am- dumped dog in apt parking near the...
6353	Animal Control	Closed	04/02/2024		Espinoza,Mitchell I.	tue / am- wellness ck- dog in horse trailer ...
6354	Animal Control	Closed	04/02/2024		Espinoza,Mitchell I.	tue / am- 3 loose dogs, DOG PARK eml frm fri...
6355	Animal Control	Closed	04/02/2024		Espinoza,Mitchell I.	tue / am- 3 abandoned dogs bannworth park,...
6356	Animal Control	Closed	04/02/2024		Rodriguez,Daniel	tue / am- her dog was atk by neigh dog last...
6357	Animal Control	Closed	04/02/2024		Rodriguez,Daniel	tue / am- ownr— dog who atk last wk, msn...
6358	Animal Control	Closed	04/02/2024		Rodriguez,Daniel	tue / am- 1045 cat call from last thurs /...
6359	Animal Control	Closed	04/02/2024		Espinoza,Mitchell I.	tue / am- dog bite eml frm Ivan / friday
6360	Animal Control	Closed	04/02/2024		Vela,Jesus	tue / am- 1045 cat, stry, frnt / strt
6361	Animal Control	Closed	04/02/2024		Rodriguez,Daniel	tue / am- 1045 psm grls eml / friday- at...
6362	Animal Control	Closed	04/02/2024		Vela,Jesus	tue / am- trp psm by alley msg frm saturday,...
6363	Animal Control	Closed	04/02/2024		Rodriguez,Daniel	tue / am- 1045 psm msg frm saturday / grls...
6364	Animal Control	Closed	04/02/2024		Vela,Jesus	tue / am- 1045 dog, near vets H.S. south...
6365	Animal Control	Closed	04/02/2024		Vela,Jesus	tue / am- sick / lost pup on yard msg frm...
6366	Animal Control	Closed	04/02/2024		Vela,Jesus	tue / am- dog bite, eml frm aco jesus /...
6367	Animal Control	Closed	04/02/2024		Vela,Jesus	tue / am- dog bite eml frm aco jesus
6368	Animal Control	Closed	04/02/2024		Vela,Jesus	tue / am- picked up 4 female dogs & 17 pups ...
6369	Animal Control	Closed	04/02/2024		Rodriguez,Daniel	tue / am- stray dog gave birth in clr garage...
6370	Animal Control	Closed	04/02/2024		Vela,Jesus	tue / am- 1045 cat, stry / strt
6371	Animal Control	Closed	04/02/2024		Rodriguez,Daniel	tue / am- loose pup, roam- 1 day
6373	Animal Control	Closed	04/02/2024		Vela,Jesus	tue / am- large loose dog / blk
6374	Animal Control	Closed	04/02/2024		Vela,Jesus	tue / am- 1045 cat, stray / strt
6375	Animal Control	Closed	04/02/2024		Vela,Jesus	tue / am- 1045 cat, stry behind hm, near...
6376	Animal Control	Closed	04/02/2024		Rodriguez,Daniel	tue / am- bee hive in city plastic cuff /...
6377	Animal Control	Closed	04/02/2024		Vela,Jesus	tue / noon- dog ownr at shelter for dog plck...
6378	Animal Control	Closed	04/02/2024		Espinoza,Mitchell I.	tue / noon- 1045 dog msg / jen
6379	Animal Control	Closed	04/02/2024		Espinoza,Mitchell I.	Dead Possum, tue / pm
6380	Animal Control	Closed	04/02/2024		Rodriguez,Daniel	tue / pm- dog on prop, black
6381	Animal Control	Closed	04/02/2024		Vela,Jesus	tue / pm- trp cat x2, bck
6382	Animal Control	Closed	04/02/2024		Rodriguez,Daniel	tue / pm- needs TRAP drop off, excess loose...
6383	Animal Control	Closed	04/02/2024		Rodriguez,Daniel	tue / am- patrol- dog bark pr eml to Mr. K...
6384	Animal Control	Closed	04/02/2024		Vela,Jesus	tue / pm- trp cat, front former cat that got...
6385	Animal Control	Closed	04/02/2024		Espinoza,Mitchell I.	monday / am- trp psm msg / aaron
6386	Animal Control	Closed	04/02/2024		Espinoza,Mitchell I.	monday / am- trp psm, clinic msg / aaron
6387	Animal Control	Closed	04/02/2024		Espinoza,Mitchell I.	monday / am- trp psm msg / aaron
6388	Animal Control	Closed	04/02/2024		Vela,Jesus	monday / am- loose dog msg / aaron
6389	Animal Control	Closed	04/02/2024		Vela,Jesus	monday / am, 2x 1045 cat msg / aaron
6390	Animal Control	Closed	04/02/2024		Vela,Jesus	tue / pm- dog loose in neighborhood roam- 2...
6391	Animal Control	Closed	04/02/2024		Vela,Jesus	tue / pm- dog on prop, roam- 2 dys

Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description
6392	Animal Control	Closed	04/02/2024		Espinoza,Mitchell I.	monday / am, loose dog msg / aaron
6393	Animal Control	Closed	04/02/2024		Vela,Jesus	monday / am- 2 loose dogs msg / aaron
6394	Animal Control	Closed	04/02/2024		Vela,Jesus	monday / am- trap cat msg / aaron
6395	Animal Control	Closed	04/02/2024		Vela,Jesus	monday / am-4 pups msg / aaron
6396	Animal Control	Closed	04/02/2024		Espinoza,Mitchell I.	monday / am- 1045 cat msg / aaron
6397	Animal Control	Closed	04/02/2024		Vela,Jesus	morning / am- loose dog msg / aaron
6398	Animal Control	Closed	04/02/2024		Vela,Jesus	monday / am- 1045 cat msg / aaron
6399	Animal Control	Closed	04/02/2024		Vela,Jesus	tue / pm- stray dog on prop, not hers she's...
6400	Animal Control	Closed	04/02/2024		Vela,Jesus	monday / am- 2x 1045 cat msg / aaron
6401	Animal Control	Closed	04/02/2024		Espinoza,Mitchell I.	monday / am- loose pup msg / aaron
6402	Animal Control	Closed	04/02/2024		Vela,Jesus	monday / pm- 2 stray dogs on prop msg / ...
6403	Animal Control	Closed	04/02/2024		Espinoza,Mitchell I.	monday / pm- 1045 cat, by curb msg / aaron
6404	Animal Control	Closed	04/02/2024		Espinoza,Mitchell I.	monday / pm, 1045 dog msg / aaron
6405	Animal Control	Closed	04/02/2024		Vela,Jesus	monday / pm- 5 loose dogs msg / aaron
6406	Animal Control	Closed	04/02/2024		Espinoza,Mitchell I.	monday / pm- trp psm msg / aaron
6407	Animal Control	Closed	04/02/2024		Rodriguez,Daniel	monday / pm- trp cat & 3 ktns, frnt
6408	Animal Control	Closed	04/02/2024		Espinoza,Mitchell I.	monday / pm- loose dog msg / aaron
6409	Animal Control	Closed	04/02/2024		Espinoza,Mitchell I.	monday / pm- trp psm, LOT Q-9 msg / aaron
6410	Animal Control	Closed	04/02/2024		Vela,Jesus	monday / pm- 1045 psm msg / aaron
6411	Animal Control	Closed	04/02/2024		Vela,Jesus	monday / pm- loose dog msg / aaron
6412	Animal Control	Closed	04/02/2024		Vela,Jesus	monday / pm- 9 loose cats msg / aaron
6413	Animal Control	Closed	04/02/2024		Vela,Jesus	monday / pm- sick cat msg / aaron
6415	Animal Control	Closed	04/02/2024		Espinoza,Mitchell I.	Dead cat. wed / am
6418	Animal Control	Closed	04/03/2024		Vela,Jesus	tue / pm- patrol for barking per Mr. K and...
6419	Animal Control	Closed	04/03/2024		Vela,Jesus	wed / am- patrol for barking per Mr. K and...
6420	Animal Control	Closed	04/03/2024		Vela,Jesus	wed / am- trp cat
6421	Animal Control	Closed	04/03/2024		Rodriguez,Daniel	wed / am- 2 - 1045 sml goats
6422	Animal Control	Closed	04/03/2024		Espinoza,Mitchell I.	wed / am- trp psm, LOT C-7
6423	Animal Control	Closed	04/03/2024		Espinoza,Mitchell I.	wed / am- trp psm, frnt
6424	Animal Control	Closed	04/03/2024		Vela,Jesus	wed / am- trp psm, frnt, clinic
6425	Animal Control	Closed	04/03/2024		Rodriguez,Daniel	wed / am- loose dog, wht / bull terrier,...
6426	Animal Control	Closed	04/03/2024		Vela,Jesus	wed / am- kittens stuck in car / motor city...
6427	Animal Control	Closed	04/03/2024		Espinoza,Mitchell I.	wed / am- trp dog, trlr park OFC
6428	Animal Control	Closed	04/03/2024		Rodriguez,Daniel	wed / am- stray dog, roams- 1 wk
6429	Animal Control	Closed	04/03/2024		Espinoza,Mitchell I.	wed / am- 2 loose dogs, roam- just now, Unit...
6430	Animal Control	Closed	04/03/2024		Espinoza,Mitchell I.	wed / am- 2 stray dogs, roam-just now
6431	Animal Control	Closed	04/03/2024		Vela,Jesus	wed / am- 1045 cat, personal, bag / frnt
6432	Animal Control	Closed	04/03/2024		Vela,Jesus	wed / am- trp psm, frnt
6433	Animal Control	Closed	04/03/2024		Vela,Jesus	wed / am- 4 to 5 dogs, jaycee park / ...
6434	Animal Control	Closed	04/03/2024		Vela,Jesus	cancel..... cat got out (02.04 pm) wed / pm-...
6435	Animal Control	Closed	04/03/2024		Vela,Jesus	wed / pm- repeat issue, dog / prop

Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description
6436	Animal Control	Closed	04/03/2024		Rodriguez,Daniel	wed / pm- wellness ck, dog in kennel/shade ...
6439	Animal Control	Closed	04/04/2024		Rodriguez,Daniel	thr / am- 3 loose dogs (2 adult / 1 pup)
6440	Animal Control	Closed	04/04/2024		Vela,Jesus	thr / am- trp cat x2, frnt
6441	Animal Control	Closed	04/04/2024		Rodriguez,Daniel	thr / am- agg rottweiler, trash, prop dmg,...
6442	Animal Control	Closed	04/04/2024		Vela,Jesus	thr / am- coyote sighting, daytm aco to do...
6443	Animal Control	Closed	04/04/2024		Rodriguez,Daniel	thr / am- trp dog, frnt
6444	Animal Control	Closed	04/04/2024		Rodriguez,Daniel	thr / am- wants ordinance info wants to buy...
6445	Animal Control	Closed	04/04/2024		Vela,Jesus	thr / am- 1045 dog, stry, grass address---
6446	Animal Control	Closed	04/04/2024		Vela,Jesus	thr / am- patrol, ck barking
6447	Animal Control	Closed	04/04/2024		Vela,Jesus	thr / am- repeat issue, 12 loose dogs,...
6448	Animal Control	Closed	04/04/2024		Vela,Jesus	thr / am- educ for ownr (hm behind...
6449	Animal Control	Closed	04/04/2024		Rodriguez,Daniel	thr / am- 1045 bby goat, frnt
6450	Animal Control	Closed	04/04/2024		Rodriguez,Daniel	thr / am- 1045 cat, stry / strt
6451	Animal Control	Closed	04/04/2024		Vela,Jesus	msg srvc / wed- out thr / am- injured dog ...
6452	Animal Control	Closed	04/04/2024		Vela,Jesus	msg srvc- wed / out thr / am- injured dog,...
6453	Animal Control	Closed	04/04/2024		Vela,Jesus	msg srvc- wed / out thr, am- 2 loose dogs
6454	Animal Control	Closed	04/04/2024		Vela,Jesus	thr / am- trp cat, west / left
6455	Animal Control	Closed	04/04/2024		Rodriguez,Daniel	thr / am- trp psm, lrg / bk
6456	Animal Control	Closed	04/04/2024		Vela,Jesus	thr / am- complainant, 12 dogs, hm behind her...
6457	Animal Control	Closed	04/04/2024		Vela,Jesus	thr / am- ownr- 12 loose dogs, educ visit ...
6458	Animal Control	Closed	04/04/2024		Rodriguez,Daniel	thr / am- 2nd request, ordinance info ALT...
6459	Animal Control	Closed	04/04/2024		Rodriguez,Daniel	thr / am- agg dog, kld clr pet, patrol / pr...
6460	Animal Control	Closed	04/04/2024		Rodriguez,Daniel	thr / am- agg dog, kld clr pet, patrol / pr...
6461	Animal Control	Closed	04/04/2024		Rodriguez,Daniel	fleet assist / aco daniel, flat tire
6462	Animal Control	Closed	04/04/2024		Vela,Jesus	thr / am- trp psm, frnt
6463	Animal Control	Closed	04/04/2024		Vela,Jesus	thr / am- 1045 psm, window / west
6464	Animal Control	Closed	04/04/2024		Vela,Jesus	thr / am- 2 loose chih / sml, parking lot ...
6465	Animal Control	Closed	04/04/2024		Rodriguez,Daniel	thr / pm- 2nd rqst today, trp psm, large, bk...
6466	Animal Control	Closed	04/04/2024		Rodriguez,Daniel	thr / pm- loose dog / g shep, roam- just...
6467	Animal Control	Closed	04/04/2024		Vela,Jesus	thr / pm- 2 loose dogs, 1 is a rottwlr, stat...
6468	Animal Control	Closed	04/04/2024		Rodriguez,Daniel	thr / pm- abandoned hm, 1045 dog
6469	Animal Control	Closed	04/04/2024		Rodriguez,Daniel	thr / pm- abandoned hm, wellness ck, dogs...
6470	Animal Control	Closed	04/04/2024		Rodriguez,Daniel	thr / pm- 1045 dog, yard / frnt of business
6471	Animal Control	Closed	04/04/2024		Rodriguez,Daniel	thr / pm- coyote / stuck on barbed wire, per...
6477	Animal Control	Closed	04/05/2024		Rodriguez,Daniel	stray dog on cicle drive near lake view...
6478	Animal Control	Closed	04/05/2024		Rodriguez,Daniel	Opossum 1045
6479	Animal Control	Closed	04/05/2024		Vela,Jesus	Cat In trapped
6481	Animal Control	Closed	04/05/2024		Vela,Jesus	go through the alley opossum trapped
6483	Animal Control	Closed	04/05/2024		Vela,Jesus	lot 26 1240 E Business highway 83 Opossum...
6484	Animal Control	Closed	04/05/2024		Rodriguez,Daniel	stray cat
6485	Animal Control	Closed	04/05/2024		Vela,Jesus	black and white dog
6486	Animal Control	Closed	04/05/2024		Rodriguez,Daniel	fri / am- loose dog, by club house
6487	Animal Control	Closed	04/05/2024		Vela,Jesus	fri / am- trp psm, frnt
6488	Animal Control	Closed	04/05/2024		Rodriguez,Daniel	fri / am- 5 loose dogs, repeat rqst
6489	Animal Control	Closed	04/05/2024		Vela,Jesus	msg srvc (fri) out fri / am- 2 loose dogs
6491	Animal Control	Closed	04/05/2024		Rodriguez,Daniel	fri / am- trp psm, frnt
6493	Animal Control	Closed	04/05/2024		Vela,Jesus	fri / am- dog bite, incident location, dog...
6494	Animal Control	Closed	04/05/2024		Vela,Jesus	fri / am- injured cat, on frnt yrd, stry
6495	Animal Control	Closed	04/05/2024		Rodriguez,Daniel	fri / pm- 1045 dog, bag / frnt
6498	Animal Control	Closed	04/05/2024		Rodriguez,Daniel	fri / pm- clr dog was attkd by bk neigh...
6499	Animal Control	Closed	04/05/2024		Rodriguez,Daniel	fri / pm- ownr dogs loose, going to bk neigh...
6500	Animal Control	Closed	04/05/2024		Rodriguez,Daniel	this is the 2nd time we see the rattlesnake...
6504	Animal Control	Closed	04/06/2024		Espinoza,Mitchell I.	We went on a walk at around 9 last night. it...
6505	Animal Control	Closed	04/06/2024		Rodriguez,Daniel	Stray cats in unoccupied house, torn window...
6513	Animal Control	Closed	04/08/2024		Espinoza,Mitchell I.	Good morning. On Friday, April 3, 2024, about...
6514	Animal Control	Closed	04/08/2024		Rodriguez,Daniel	This black and white puppy is hanging out...
6515	Animal Control	Closed	04/08/2024		Espinoza,Mitchell I.	mon / am- 2 pups in cat knnl, P/U after 12...
6516	Animal Control	Closed	04/08/2024		Rodriguez,Daniel	mon / am- this is hm w/roosters- chkns pr...

Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description
6517	Animal Control	Closed	04/08/2024		Rodriguez,Daniel	mon / am- trp cat & 4 ktns, in knnl
6518	Animal Control	Closed	04/08/2024		Vela,Jesus	mon / am- trp cat, trl prk / Wagon city
6519	Animal Control	Closed	04/08/2024		Rodriguez,Daniel	mon / am- trp psm
6520	Animal Control	Closed	04/08/2024		Vela,Jesus	mon / am- dog attk- blk, wht
6521	Animal Control	Closed	04/08/2024		Rodriguez,Daniel	mon / am- pups and mom dogs 2nd call- 01.19...
6522	Animal Control	Closed	04/08/2024		Espinoza,Mitchell I.	msg srv (sun) out mon / am- trp psm, bag /...
6523	Animal Control	Closed	04/08/2024		Rodriguez,Daniel	msg srv (sun) out mon / am- wellness ck, dog...
6524	Animal Control	Closed	04/08/2024		Espinoza,Mitchell I.	mon / am- trp psm, frnt
6525	Animal Control	Closed	04/08/2024		Espinoza,Mitchell I.	mon / am- trp psm, frnt
6526	Animal Control	Closed	04/08/2024		Rodriguez,Daniel	msg (fri) out mon / am- snake in porch
6527	Animal Control	Closed	04/08/2024		Espinoza,Mitchell I.	mon / am- dog in parking, car lot
6528	Animal Control	Closed	04/08/2024		Rodriguez,Daniel	mon / am- jovana at p.d., 2 loose dogs,...
6529	Animal Control	Closed	04/08/2024		Espinoza,Mitchell I.	mon / am- trp psm, frnt
6530	Animal Control	Closed	04/08/2024		Rodriguez,Daniel	mon / am- loose dog, prop/ roam
6531	Animal Control	Closed	04/08/2024		Espinoza,Mitchell I.	mon / am- loose dog, non agg, UNIT 16
6532	Animal Control	Closed	04/08/2024		Vela,Jesus	msg (sat) out mon / am- 1045 cat, bk / porch
6533	Animal Control	Closed	04/08/2024		Vela,Jesus	mon / am- 1045 cat, strt
6534	Animal Control	Closed	04/08/2024		Rodriguez,Daniel	mon / am- 1045 psm, next to fence
6535	Animal Control	Closed	04/08/2024		Rodriguez,Daniel	mon / am- 2nd caller, wellness ck- dog...
6536	Animal Control	Closed	04/08/2024		Espinoza,Mitchell I.	msg (sat) out mon / am- dog on prop
6537	Animal Control	Closed	04/08/2024		Vela,Jesus	msg / acc, cat bite
6538	Animal Control	Closed	04/08/2024		Espinoza,Mitchell I.	msg (sat) out mon / am- 2 loose dogs
6540	Animal Control	Closed	04/08/2024		Espinoza,Mitchell I.	mon / am- judy fed stray dog at subway, dog...
6541	Animal Control	Closed	04/08/2024		Rodriguez,Daniel	mon / am- trp cat LOT 372
6543	Animal Control	Closed	04/08/2024		Vela,Jesus	mon / am- stray dog, APT 5, not feeding it
6544	Animal Control	Closed	04/08/2024		Rodriguez,Daniel	mon / am- 3 stray dogs, colonia
6545	Animal Control	Closed	04/08/2024		Rodriguez,Daniel	called re dog bt, wants report, also states...
6546	Animal Control	Closed	04/08/2024		Rodriguez,Daniel	mon / am- 1045 pup x2, frnt 2nd call- 03.27...
6547	Animal Control	Closed	04/08/2024		Vela,Jesus	mon / am- trp cat, repeat cat/complained,...
6548	Animal Control	Closed	04/08/2024		Espinoza,Mitchell I.	mon / am- loose dogs, LOT 7
6549	Animal Control	Closed	04/08/2024		Espinoza,Mitchell I.	mon / am- dogs kild rabbits, left on prop, no...
6550	Animal Control	Closed	04/08/2024		Espinoza,Mitchell I.	mon / am- 2 pups, by main ofc, trlr prk
6555	Animal Control	Closed	04/08/2024		Rodriguez,Daniel	mon / am- 1045 dog, stray, bk of hm – on Los...
6556	Animal Control	Closed	04/08/2024		Espinoza,Mitchell I.	ST-Cat
6557	Animal Control	Closed	04/08/2024		Vela,Jesus	mon / noon, 1045 dog, between 10th & 11th...
6558	Animal Control	Closed	04/08/2024		Rodriguez,Daniel	mon / noon- trp cat x2 msg / jen 2nd call-...
6559	Animal Control	Closed	04/08/2024		Vela,Jesus	mon / noon- owner of agg ptbls, repeat issue ...
6560	Animal Control	Closed	04/08/2024		Vela,Jesus	mon / pm- 1045 dog, stray, alley, medium
6561	Animal Control	Closed	04/08/2024		Vela,Jesus	mon / pm, 1045 cat, behind uhaul, street by...
6562	Animal Control	Closed	04/08/2024		Vela,Jesus	mon / pm- 2 loose dogs, medium, sat on...
6563	Animal Control	Closed	04/08/2024		Vela,Jesus	mon / pm- loose dog, wht / blk spots, roam
6564	Animal Control	Closed	04/08/2024		Rodriguez,Daniel	mon / pm- ADDTL trp cat, next to a.m. call /...

Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description
6565	Animal Control	Closed	04/08/2024		Vela,Jesus	mon / pm- ownr of ptbls, called asking why...
6566	Animal Control	Closed	04/08/2024		Rodriguez,Daniel	mon / pm- 1045 dog, stray, grass address---
6567	Animal Control	Closed	04/08/2024		Rodriguez,Daniel	mon / pm- cat with plastic lid on neck
6568	Animal Control	Closed	04/08/2024		Rodriguez,Daniel	mon / pm- trp psm, frnt
6569	Animal Control	Closed	04/08/2024		Vela,Jesus	mon / pm- trp psm, frnt
6570	Animal Control	Closed	04/08/2024		Espinoza,Mitchell I.	mon / pm- trp cat, box, in hm
6571	Animal Control	Closed	04/08/2024		Vela,Jesus	mon / pm- trp cat, mange, in hm/ call Maria
6572	Animal Control	Closed	04/08/2024		Rodriguez,Daniel	mon / pm- starved dog, stray, adult, just...
6573	Animal Control	Closed	04/08/2024		Vela,Jesus	mon / pm- owner reclaim / at shelter awaits...
6576	Animal Control	Closed	04/08/2024		Rodriguez,Daniel	per Mr. K.- wellness ck, call boss w/fdbk
6577	Animal Control	Closed	04/08/2024		Vela,Jesus	per Mr. K.- excess sm/ lrg dogs, pend vacc,...
6578	Animal Control	Closed	04/08/2024		Rodriguez,Daniel	on call / per Mr. K.- excess dogs / patrol,...
6579	Animal Control	Closed	04/08/2024		Espinoza,Mitchell I.	mon / pm- rcvd RED NOTE, wants call re....
6580	Animal Control	Closed	04/08/2024		Espinoza,Mitchell I.	mon / pm- stry agg ptbl, causing issues for...
6581	Animal Control	Closed	04/08/2024		Vela,Jesus	mon / pm- sick dog, mange / no hair, electric...
6587	Animal Control	Closed	04/09/2024		Rodriguez,Daniel	tue / am- trp cat, frnt 2nd call 02.24 pm---
6588	Animal Control	Closed	04/09/2024		Rodriguez,Daniel	tue / am- 1045 dog, str
6589	Animal Control	Closed	04/09/2024		Espinoza,Mitchell I.	tue / am- dog bt dog, ptbl, msg (mon)
6590	Animal Control	Closed	04/09/2024		Vela,Jesus	tue / am- trp cat x2, frnt, latch /open frnt ...
6591	Animal Control	Closed	04/09/2024		Rodriguez,Daniel	tue / am- trp psm, frnt, lot 372 clr states...
6593	Animal Control	Closed	04/09/2024		Rodriguez,Daniel	tue / am- trp cat, frnt, lot 372 clr states...
6594	Animal Control	Closed	04/09/2024		Rodriguez,Daniel	tue / am- trp cat, frnt 2nd call w/aco Ivan...
6595	Animal Control	Closed	04/09/2024		Espinoza,Mitchell I.	tue / am- city employee / roy, wants to drop...
6596	Animal Control	Closed	04/09/2024		Espinoza,Mitchell I.	tue / am- sick cat w/mange, APT 123 (in bk /...
6597	Animal Control	Closed	04/09/2024		Vela,Jesus	tue / am- 2 loose dogs, roam, just arrived
6598	Animal Control	Closed	04/09/2024		Vela,Jesus	tue / am- trp psm, frnt
6599	Animal Control	Closed	04/09/2024		Vela,Jesus	tue / am- trp psm, bk / alley
6600	Animal Control	Closed	04/09/2024		Rodriguez,Daniel	tue / am- 2 agg ptbls at prop
6601	Animal Control	Closed	04/09/2024		Rodriguez,Daniel	tue / am- 2 ptbls atk cllr's dog, deeply...
6602	Animal Control	Closed	04/09/2024		Rodriguez,Daniel	tue / am- 2 agg ptbls running loose afraid...
6603	Animal Control	Closed	04/09/2024		Espinoza,Mitchell I.	tue / am- trp psm, LOT 26, frnt
6604	Animal Control	Closed	04/09/2024		Rodriguez,Daniel	tue / am- 1045 dog, stry / str cllr-unsure...
6606	Animal Control	Closed	04/09/2024		Vela,Jesus	tue / am- 1045 cat, bag / bk, city employee
6607	Animal Control	Closed	04/09/2024		Vela,Jesus	tue / am- address is dog ownr, educ visit ...
6608	Animal Control	Closed	04/09/2024		Vela,Jesus	tue / am- trp dog, her pet dog is in...
6609	Animal Control	Closed	04/09/2024		Rodriguez,Daniel	tue / am- dog park, 2 abandoned dogs (1-...
6610	Animal Control	Closed	04/09/2024		Espinoza,Mitchell I.	tue / am- trp psm, garage / frnt
6611	Animal Control	Closed	04/09/2024		Rodriguez,Daniel	tue / am- wait list for TRAP, aware of wait,...
6612	Animal Control	Closed	04/09/2024		Vela,Jesus	tue / am- trp psm, frnt
6613	Animal Control	Closed	04/09/2024		Rodriguez,Daniel	tue / am- pup / loose, roams- 1 wk, blk /...
6614	Animal Control	Closed	04/09/2024		Rodriguez,Daniel	tue / am- 4 dogs atk elder man off motor...
6615	Animal Control	Closed	04/09/2024		Rodriguez,Daniel	tue / am- 2 loose dogs, repeat
6616	Animal Control	Closed	04/09/2024		Rodriguez,Daniel	tue / am- 2 loose dogs, repeat
6617	Animal Control	Closed	04/09/2024		Vela,Jesus	tue / am- 2 loose dogs, atk ppl 1- med / 1-...
6618	Animal Control	Closed	04/09/2024		Vela,Jesus	tue / am- loose husky, south on Conway
6619	Animal Control	Closed	04/09/2024		Espinoza,Mitchell I.	tue / noon- stray dog, on prop / frnt
6620	Animal Control	Closed	04/09/2024		Vela,Jesus	tue / pm- abandoned dog on levee / fr. roy...
6621	Animal Control	Closed	04/09/2024		Vela,Jesus	tue / pm- sick dog w/grapefruit size tumor ...
6622	Animal Control	Closed	04/09/2024		Vela,Jesus	tue / pm- trp dog, from a.m. incident
6624	Animal Control	Closed	04/09/2024		Rodriguez,Daniel	tue / pm- loose dog, chih- elderly / blind ...
6625	Animal Control	Closed	04/09/2024		Rodriguez,Daniel	tue / pm- 3 loose pups, roam- 1 wk, trash...
6626	Animal Control	Closed	04/09/2024		Rodriguez,Daniel	tue / pm- 1045 cat, side- Kirk Ave., stry
6629	Animal Control	Closed	04/10/2024		Rodriguez,Daniel	house has dogs, cats, and Opossums going in...
6630	Animal Control	Closed	04/10/2024		Vela,Jesus	wed / am- trp psm msg / aaron
6631	Animal Control	Closed	04/10/2024		Rodriguez,Daniel	wed / am- trp psm x2, LOT 372 msg / aaron
6633	Animal Control	Closed	04/10/2024		Rodriguez,Daniel	wed / am- trp cat msg / aaron
6634	Animal Control	Closed	04/10/2024		Rodriguez,Daniel	wed / am- loose dog msg / aaron
6635	Animal Control	Closed	04/10/2024		Rodriguez,Daniel	wed / am- trp cat msg / aaron

Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description	Item 8.
6637	Animal Control	Closed	04/10/2024		Vela,Jesus	wed / am- loose dog msg / aaron	
6638	Animal Control	Closed	04/10/2024		Rodriguez,Daniel	wed / am- trp psm, frnt	
6639	Animal Control	Closed	04/10/2024		Espinoza,Mitchell I.	wed / am- complainant, neigh 1045.c	
6640	Animal Control	Closed	04/10/2024		Espinoza,Mitchell I.	wed / am- 1045 cat, porch complaint to code...	
6642	Animal Control	Closed	04/10/2024		Espinoza,Mitchell I.	wed / am- 1045 psm, strt	
6643	Animal Control	Closed	04/10/2024		Vela,Jesus	wed / am- 6 loose dogs on prop	
6644	Animal Control	Closed	04/10/2024		Vela,Jesus	wed / am- repeat roam / 6 loose dogs	
6645	Animal Control	Closed	04/10/2024		Vela,Jesus	wed / am- owner of 6 loose dogs, educ visit	
6647	Animal Control	Closed	04/10/2024		Rodriguez,Daniel	wed / am- 1045 cat, grass	
6648	Animal Control	Closed	04/10/2024		Rodriguez,Daniel	wed / am- 1045 psm, strt	
6649	Animal Control	Closed	04/10/2024		Espinoza,Mitchell I.	wed / am- 2 loose pups, contained in her bk...	
6650	Animal Control	Closed	04/10/2024		Rodriguez,Daniel	wed / am- 1045 psm, garage/sd	
6651	Animal Control	Closed	04/10/2024		Rodriguez,Daniel	wed / am- wants trap for coyote, repeat kills...	
6652	Animal Control	Closed	04/10/2024		Vela,Jesus	msg (tue) out wed / am- trpd dog	
6653	Animal Control	Closed	04/10/2024		Espinoza,Mitchell I.	wed / am- injured psm, limping/drivewy	
6654	Animal Control	Closed	04/10/2024		Espinoza,Mitchell I.	wed / am- ownr fence is down, dog roams clr...	
6655	Animal Control	Closed	04/10/2024		Espinoza,Mitchell I.	wed / am- ownr to loose dog, busted fence ...	
6656	Animal Control	Closed	04/10/2024		Espinoza,Mitchell I.	wed / am- loose iguana, wants info how to...	
6657	Animal Control	Closed	04/10/2024		Espinoza,Mitchell I.	wed / am- trp cat, by mlbx	
6659	Animal Control	Closed	04/10/2024		Vela,Jesus	wed / pm- resident came to ofc, ASKING for...	
6661	Animal Control	Closed	04/10/2024		Vela,Jesus	wed / pm- behind POST ofc, Injured cat,...	
6662	Animal Control	Closed	04/10/2024		Vela,Jesus	updt.... ***CANCEL call clr...	
6663	Animal Control	Closed	04/10/2024		Rodriguez,Daniel	aco pick up, 1045 cat, call frm earlier	
6664	Animal Control	Closed	04/10/2024		Vela,Jesus	wed / pm- trp cat, side / hm, frnt	
6667	Animal Control	Closed	04/11/2024		Vela,Jesus	thr / am- loose pup, southbnd, mid strt 2nd...	
6668	Animal Control	Closed	04/11/2024		Vela,Jesus	thr / am- 1045 pup, southbnd, mid strt 2nd...	
6669	Animal Control	Closed	04/11/2024		Vela,Jesus	thr / am- trp cat	
6670	Animal Control	Closed	04/11/2024		Rodriguez,Daniel	thr / am- trp cat x2, bk	
6671	Animal Control	Closed	04/11/2024		Vela,Jesus	msg (wed) out thr / am- 1045 dog	
6672	Animal Control	Closed	04/11/2024		Rodriguez,Daniel	thr / am- stray dog, carport open, repeat	
6673	Animal Control	Closed	04/11/2024		Rodriguez,Daniel	thr / am- 1045 cat, strt, stry	
6674	Animal Control	Closed	04/11/2024		Rodriguez,Daniel	thr / am- 2 dogs on prop, repeat note.....	
6675	Animal Control	Closed	04/11/2024		Rodriguez,Daniel	thr / am- trp psm, drvwy, frnt note.....	
6676	Animal Control	Closed	04/11/2024		Vela,Jesus	thr / am- injured bat, in hm msg svrc / wed	
6677	Animal Control	Closed	04/11/2024		Vela,Jesus	thr / am- trp psm, east / sd of hm	
6678	Animal Control	Closed	04/11/2024		Rodriguez,Daniel	thr / am- bentsen DOG park, abandoned dog /...	
6679	Animal Control	Closed	04/11/2024		Rodriguez,Daniel	thr / am- trp dogs x2, frnt note.... states...	
6680	Animal Control	Closed	04/11/2024		Vela,Jesus	city hall call— thr / am- 1045 cat, mid...	
6684	Animal Control	Closed	04/11/2024		Vela,Jesus	thr / am- sml wht chihuahua, trying to get in...	
6685	Animal Control	Closed	04/11/2024		Vela,Jesus	thr / am- stray dog per verbal / aco- Ivan	
6686	Animal Control	Closed	04/11/2024		Vela,Jesus	thr / am- loose, brwn g shep, running into...	
6687	Animal Control	Closed	04/11/2024		Vela,Jesus	thr / am- TRAP request / cats, aware of wait...	

Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description
6688	Animal Control	Closed	04/11/2024		Vela,Jesus	thr / am- contained dog, w/collar thought...
6689	Animal Control	Closed	04/11/2024		Vela,Jesus	thr / pm- trp bby psm, in box call before...
6690	Animal Control	Closed	04/11/2024		Vela,Jesus	thr / noon- several agg loose dogs / ptbls ...
6691	Animal Control	Closed	04/11/2024		Vela,Jesus	thr / pm- 3 agg ptbls by tree RP- Eduardo is...
6692	Animal Control	Closed	04/11/2024		Vela,Jesus	thr / pm- 1045 cat, yrd
6693	Animal Control	Closed	04/11/2024		Rodriguez,Daniel	thr / am- loose dog is back, at entrance of...
6694	Animal Control	Closed	04/11/2024		Rodriguez,Daniel	thr / pm- 1045 psm, by ml / bx
6695	Animal Control	Closed	04/11/2024		Vela,Jesus	thr / pm- bk neigh has loose / agg dog...
6696	Animal Control	Closed	04/11/2024		Vela,Jesus	thr / pm- ownr of 1 loose dog, 1 tied
6697	Animal Control	Closed	04/11/2024		Vela,Jesus	thr / pm- clr wants status if loose & sick/...
6699	Animal Control	Closed	04/11/2024		Rodriguez,Daniel	thr / pm- trp cat, LOT 372
6700	Animal Control	Closed	04/11/2024		Rodriguez,Daniel	Trapped a pregnant cat and would like it...
6701	Animal Control	Closed	04/12/2024		Garza,Griselda Cantu	There are opossums going in and out of the...
6702	Animal Control	Closed	04/12/2024		Rodriguez,Daniel	fri / am- 1045 cat, strl / stry, repeat
6703	Animal Control	Closed	04/12/2024		Vela,Jesus	fri / am- canine at east side 2nd clr-...
6704	Animal Control	Closed	04/12/2024		Vela,Jesus	fri / am- 1 of 3, ownr- loose dog, educ...
6705	Animal Control	Closed	04/12/2024		Vela,Jesus	fri / am- 2 of 3, ownr- loose dog, educ...
6706	Animal Control	Closed	04/12/2024		Vela,Jesus	fri / am- 3 of 3, complainant, lunged /...
6707	Animal Control	Closed	04/12/2024		Espinoza,Mitchell I.	fri / am- 1045 psm, yrd
6708	Animal Control	Closed	04/12/2024		Rodriguez,Daniel	fri / am- trp cat, frnt
6709	Animal Control	Closed	04/12/2024		Rodriguez,Daniel	fri / am- trp cat x2, LOT 372
6710	Animal Control	Closed	04/12/2024		Vela,Jesus	fri / am- urgent inquiry from border patrol...
6711	Animal Control	Closed	04/12/2024		Espinoza,Mitchell I.	fri / am- trp psm, bk, LOT 0-13
6712	Animal Control	Closed	04/12/2024		Rodriguez,Daniel	fri / am- stray dog, looks like tiger, hides...
6714	Animal Control	Closed	04/12/2024		Espinoza,Mitchell I.	Opossum in a trap
6715	Animal Control	Closed	04/12/2024		Rodriguez,Daniel	fri / am- caller awaits aco call bk with eval...
6716	Animal Control	Closed	04/12/2024		Rodriguez,Daniel	fri / am- contained dog, stry in her fenced...
6717	Animal Control	Closed	04/12/2024		Vela,Jesus	fri / am- 1 of 2, 1045 kitns on yard, by...
6718	Animal Control	Closed	04/12/2024		Vela,Jesus	fri / am- 2 of 2, abandoned kitns on yard, by...
6719	Animal Control	Closed	04/12/2024		Vela,Jesus	fri / am- 3 dogs attkd male walker passerby ...
6720	Animal Control	Closed	04/12/2024		Rodriguez,Daniel	fri / am- 1 loose dog, repeat
6721	Animal Control	Closed	04/12/2024		Espinoza,Mitchell I.	fri / am- 1045 cat, stry / yrd / frnt
6722	Animal Control	Closed	04/12/2024		Espinoza,Mitchell I.	fri / am- 2 loose canine, agg, by trlr prk /...
6723	Animal Control	Closed	04/12/2024		Rodriguez,Daniel	fri / am- belgian mallinois ran into his...
6724	Animal Control	Closed	04/12/2024		Vela,Jesus	fri / am- 1045 psm, bk / alley / yrd ...
6725	Animal Control	Closed	04/12/2024		Espinoza,Mitchell I.	fri / noon- 1 of 2, neigh 2 dogs got in his...
6726	Animal Control	Closed	04/12/2024		Espinoza,Mitchell I.	fri / noon- 2 of 2, ownr of 2 dogs, got in...
6727	Animal Control	Closed	04/12/2024		Rodriguez,Daniel	fri / pm- 3 loose dogs, roam- 3 wks, cause...
6728	Animal Control	Closed	04/12/2024		Vela,Jesus	fri / noon- trp cat, by fence msg / jen
6729	Animal Control	Closed	04/12/2024		Rodriguez,Daniel	fri / noon- 3 loose dogs, always out msg /...
6730	Animal Control	Closed	04/12/2024		Rodriguez,Daniel	fri / pm- 1 of 2, neigh 3 dogs on her prop
6731	Animal Control	Closed	04/12/2024		Rodriguez,Daniel	fri / pm- 2 of 2, ownr of dogs, educ visit
6732	Animal Control	Closed	04/12/2024		Rodriguez,Daniel	fri / pm- 3 chih in her fenced prop, 3 dys-...
6733	Animal Control	Closed	04/12/2024		Rodriguez,Daniel	fri / pm- loose grey-g shep, behind baseball...
6735	Animal Control	Closed	04/12/2024		Rodriguez,Daniel	fri / pm- loose dog, brown, by lake
6740	Animal Control	Closed	04/13/2024		Rodriguez,Daniel	Dead cat, hasn't been run over yet, but it is...
6746	Animal Control	Closed	04/15/2024		Rodriguez,Daniel	mon / am- trp cat, frnt
6747	Animal Control	Closed	04/15/2024		Vela,Jesus	mon / am- trp psm, bk / alley
6750	Animal Control	Closed	04/15/2024		Rodriguez,Daniel	mon / am- stray dog in bk yrd msg / fri pm
6751	Animal Control	Closed	04/15/2024		Vela,Jesus	mon / am- trp cat, frnt
6752	Animal Control	Closed	04/15/2024		Rodriguez,Daniel	mon / am- stray on prop msg / sat
6754	Animal Control	Closed	04/15/2024		Rodriguez,Daniel	mon / am- wellness ck: dog no food, etc msg...
6755	Animal Control	Closed	04/15/2024		Vela,Jesus	mon / am- agg dog bit 2 kids msg / sat
6756	Animal Control	Closed	04/15/2024		Vela,Jesus	mon / am- trp psm, frnt / drwvy
6757	Animal Control	Closed	04/15/2024		Rodriguez,Daniel	mon / am- 1045 psm msg / sat
6758	Animal Control	Closed	04/15/2024		Vela,Jesus	mon / am- loose ptbl / grey with w/wht bttm ...
6761	Animal Control	Closed	04/15/2024		Rodriguez,Daniel	mon / am- trp cat, bk msg / jesu 2nd call-...
6762	Animal Control	Closed	04/15/2024		Vela,Jesus	mon / am- wellness ck: dog w/no food, wtr,...
6763	Animal Control	Closed	04/15/2024		Vela,Jesus	mon / am- loose turtle, bk yrd / alley she...

Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description	Item 8.
6764	Animal Control	Closed	04/15/2024		Rodriguez,Daniel	mon / am- trp psm, LOT 372	
6765	Animal Control	Closed	04/15/2024		Vela,Jesus	mon / am- 1045 cat, stry / strt	
6766	Animal Control	Closed	04/15/2024		Vela,Jesus	mon / am- 2 loose dogs, cause trash, roam- 6...	
6767	Animal Control	Closed	04/15/2024		Rodriguez,Daniel	mon / am- 3 contained chihuahuas, her yrd, GO...	
6768	Animal Control	Closed	04/15/2024		Espinoza,Mitchell I.	mon / am- trp psm, LOT 130, behnd..	
6769	Animal Control	Closed	04/15/2024		Rodriguez,Daniel	mon / am- 2 contained dogs, med/ fenced prop ...	
6770	Animal Control	Closed	04/15/2024		Espinoza,Mitchell I.	mon / noon- loose psm, msg / Ivan caller...	
6771	Animal Control	Closed	04/15/2024		Vela,Jesus	mon / noon- 5 loose dogs / prop msg / jen	
6772	Animal Control	Closed	04/15/2024		Rodriguez,Daniel	mon / noon- 1045 dog, corner of prop msg /...	
6773	Animal Control	Closed	04/15/2024		Vela,Jesus	mon / pm- trp cat w/ktns msg / jen 2nd...	
6774	Animal Control	Closed	04/15/2024		Vela,Jesus	mon / pm- explain to ownrs, wellness ck, they...	
6775	Animal Control	Closed	04/15/2024		Espinoza,Mitchell I.	mon / noon- asked on ordinance- livestock ...	
6776	Animal Control	Closed	04/15/2024		Rodriguez,Daniel	mon / pm- loose dog- blk / medium / mix ...	
6777	Animal Control	Closed	04/15/2024		Vela,Jesus	mon / am- MEDIA video, aco week, re. duties	
6778	Animal Control	Closed	04/15/2024		Rodriguez,Daniel	mon / am- MEDIA video, aco week, re. duties	
6779	Animal Control	Closed	04/15/2024		Rodriguez,Daniel	mon / pm- repeat, trp cat, bk clr asked why...	
6780	Animal Control	Closed	04/15/2024		Vela,Jesus	mon / pm- 1045 dog, personal pet, frnt / box...	
6781	Animal Control	Closed	04/15/2024		Vela,Jesus	mon / pm- 1045 psm, stry	
6785	Animal Control	Closed	04/16/2024		Rodriguez,Daniel	tue / am- trp dog, bk	
6786	Animal Control	Closed	04/16/2024		Vela,Jesus	tue / am- trp cat	
6787	Animal Control	Closed	04/16/2024		Vela,Jesus	tue / am- 1045 psm	
6788	Animal Control	Closed	04/16/2024		Vela,Jesus	tue / am- 1045 cat, mlbx	
6789	Animal Control	Closed	04/16/2024		Vela,Jesus	tue / am- 2 sick psm, adjacent lot	
6790	Animal Control	Closed	04/16/2024		Vela,Jesus	tue / am- loose dog, by bank & stripes gas ...	
6791	Animal Control	Closed	04/16/2024		Rodriguez,Daniel	tue / am- loose dog / daschund late mon pm...	
6792	Animal Control	Closed	04/16/2024		Vela,Jesus	tue / am- animal trapped behind apts msg /...	
6793	Animal Control	Closed	04/16/2024		Rodriguez,Daniel	tue / am- loose duck & bbs, on exp 83 msg /...	
6794	Animal Control	Closed	04/16/2024		Espinoza,Mitchell I.	dog bite, eml frm aco mon pm	
6795	Animal Control	Closed	04/16/2024		Espinoza,Mitchell I.	dog bite, eml frm aco mon pm	
6796	Animal Control	Closed	04/16/2024		Espinoza,Mitchell I.	loose rattlesnake, eml frm aco mon pm	
6797	Animal Control	Closed	04/16/2024		Rodriguez,Daniel	tue / am- 2 loose dogs, neigh msg / tue...	
6798	Animal Control	Closed	04/16/2024		Rodriguez,Daniel	tue / am- complainant, agg dog almost bit 2...	
6799	Animal Control	Closed	04/16/2024		Rodriguez,Daniel	tue / am- owner of agg loose brwn ptbl, educ...	
6800	Animal Control	Closed	04/16/2024		Vela,Jesus	tue / am- excess dogs, cause trash	
6801	Animal Control	Closed	04/16/2024		Vela,Jesus	tue / am- 1045 psm, empty lot address-...	
6802	Animal Control	Closed	04/16/2024		Rodriguez,Daniel	tue / am- 1045 cat, behind cemetery 2nd call...	
6803	Animal Control	Closed	04/16/2024		Rodriguez,Daniel	tue / am- 7 loose g sheps msg frm aco daniel...	
6804	Animal Control	Closed	04/16/2024		Rodriguez,Daniel	tue / am- loose dog, repeat issue	
6805	Animal Control	Closed	04/16/2024		Vela,Jesus	tue / am- trp cat x2, CODE- 007, frnt	
6806	Animal Control	Closed	04/16/2024		Rodriguez,Daniel	tue / am- loose dog, cause trash, roam- 4...	
6807	Animal Control	Closed	04/16/2024		Rodriguez,Daniel	tue / am- BUS driver, repeat issue, loose...	

Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description
6808	Animal Control	Closed	04/16/2024		Vela,Jesus	tue / am- stat per Mr. K., loose dog- lrg / ...
6809	Animal Control	Closed	04/16/2024		Rodriguez,Daniel	tue / am- 1045 cat, strt / stry
6810	Animal Control	Closed	04/16/2024		Rodriguez,Daniel	tue / am- 1045 dog, just got hit, stry / ...
6811	Animal Control	Closed	04/16/2024		Rodriguez,Daniel	tue / am- by boot shop, clr states animal...
6812	Animal Control	Closed	04/16/2024		Rodriguez,Daniel	tue / am- 3 boxed ktns, dumped clr...
6813	Animal Control	Closed	04/16/2024		Vela,Jesus	tue / am- wants ordinance info, 2 chkns
6814	Animal Control	Closed	04/16/2024		Vela,Jesus	tue / am- trp psm, LOT 130
6815	Animal Control	Closed	04/16/2024		Rodriguez,Daniel	tue / am- 4 loose dogs / g shep construction...
6816	Animal Control	Closed	04/16/2024		Vela,Jesus	tue / am- trp psm, LOT A 26, frmt address--...
6817	Animal Control	Closed	04/16/2024		Rodriguez,Daniel	tue / noon- 1045 psm msg / jen 2nd call...
6818	Animal Control	Closed	04/16/2024		Vela,Jesus	tue / noon- loose duck w/bbs, Unit #8 msg / ...
6819	Animal Control	Closed	04/16/2024		Rodriguez,Daniel	tue / noon- 1045 psm, gate is locked / CALL...
6820	Animal Control	Closed	04/16/2024		Rodriguez,Daniel	tue / noon- trp ktns x3 msg / jen,...
6821	Animal Control	Closed	04/16/2024		Rodriguez,Daniel	tue / pm- wants CALL, re. wknd dog vs dog bt
6822	Animal Control	Closed	04/16/2024		Rodriguez,Daniel	tue / pm- wellness ck, presumed puppy MILL ...
6823	Animal Control	Closed	04/16/2024		Rodriguez,Daniel	tue / pm- REPEAT call today, clr states 1045...
6825	Animal Control	Closed	04/16/2024		Vela,Jesus	tue / pm- 3 dumped ktns, in box / bk of...
6827	Animal Control	Closed	04/16/2024		Rodriguez,Daniel	tue / pm- REPEAT / same issue, 1045 cat clr...
6828	Animal Control	Closed	04/16/2024		Rodriguez,Daniel	tue / pm- 1045 cat, ck all yard, elderly...
6829	Animal Control	Closed	04/16/2024		Rodriguez,Daniel	tue / pm- wants CALL re. dogs / trash issue
6830	Animal Control	Closed	04/16/2024		Vela,Jesus	tue / pm- complainant, state neigh has AGG...
6831	Animal Control	Closed	04/16/2024		Vela,Jesus	tue / pm- agg stray dog w/5 pups owner of hm...
6832	Animal Control	Closed	04/16/2024		Vela,Jesus	tue / pm- CASTRO elem, cat stuck in bmw / ...
6833	Animal Control	Closed	04/16/2024		Espinoza,Mitchell I.	bats / rabies - conf / train mcallen...
6834	Animal Control	Closed	04/16/2024		Rodriguez,Daniel	tue / pm- rcvd RED NOTE, wants call bk
6835	Animal Control	Closed	04/16/2024		Espinoza,Mitchell I.	tue / pm- on call, dog bt, child arm, agg dog...
6836	Animal Control	Closed	04/16/2024		Espinoza,Mitchell I.	tue / pm- on call, owner hm, educ visit, dog...
6837	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	wed / am- wants call bk, re. RED NOTE unsure...
6838	Animal Control	Closed	04/17/2024		Espinoza,Mitchell I.	wed / am- dog bite msg / tue pm
6839	Animal Control	Closed	04/17/2024		Vela,Jesus	wed / am- dog at main entrance, Msn H.S. ...
6840	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	wed / am- wants call, re. dog return
6841	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	wed / am- repeat frm tues, 1045 cat, alley on...
6842	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	wed / am- trp psm, LOT 372
6843	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	wed / am- wellness ck, excess huskies- bk...
6844	Animal Control	Closed	04/17/2024		Espinoza,Mitchell I.	wed / am- 1045 cat, by gutter, frmt
6845	Animal Control	Closed	04/17/2024		Vela,Jesus	wed / am- trp psm, drwy, frmt
6846	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	wed / am- trp cat, frmt
6847	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	wed / am- clr states bro in law was bit by...
6848	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	wed / am- clr states neighbor dog jumps...
6849	Animal Control	Closed	04/17/2024		Espinoza,Mitchell I.	wed / am- trp psm
6850	Animal Control	Closed	04/17/2024		Espinoza,Mitchell I.	wed / am- trp psm
6851	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	wed / am- trp psm
6852	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	wed / am- stray dog on prop ownr- 2607 Paseo...
6853	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	wed / am- ownr of loose dog, educ visit
6854	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	wed / am- 1045 dog, lrg / mid strt
6855	Animal Control	Closed	04/17/2024		Vela,Jesus	wed / am- 6 to 8 dogs were left abandoned by...
6856	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	wed / am- trp cat & ktns clr states prior...
6857	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	wed / am- sick cat, frmt porch, leaving...
6858	Animal Control	Closed	04/17/2024		Vela,Jesus	wed / am- trp psm, by frmt door
6859	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	wed / am- loose agg dog, trying to get to her...
6860	Animal Control	Closed	04/17/2024		Espinoza,Mitchell I.	wed / am- Mr. K. observe calls w/aco ivan
6861	Animal Control	Closed	04/17/2024		Espinoza,Mitchell I.	wed / am- clr wants MGR CALL, states repeat...
6862	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	wed / am- REPEAT issue, agg dog, terrorizes...
6863	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	wed / am- agg loose ptbl, clr states ownr...
6864	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	wed / am- 3x1045 psm, in ALLEY they fought,...
6865	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	wed / am- REPEAT 4 agg loose dogs, new...
6866	Animal Control	Closed	04/17/2024		Vela,Jesus	wed / am- can you p/u dog w/tumor--...
6867	Animal Control	Closed	04/17/2024		Espinoza,Mitchell I.	wed / am- trp cat, re-attempt / same cat ...

Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description
6868	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	wed / am- 1045 dog/ 4 mo / sml / rottwlr /...
6869	Animal Control	Closed	04/17/2024		Vela,Jesus	wed / am- 1045 cat, by ml/bx
6870	Animal Control	Closed	04/17/2024		Vela,Jesus	wed / am- loose dog, MAIN ofc, dog is bk,...
6871	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	wed / am- continues to await aco call, re...
6872	Animal Control	Closed	04/17/2024		Espinoza,Mitchell I.	wed / am- injured swan, broken leg
6873	Animal Control	Closed	04/17/2024		Vela,Jesus	wed / am- wants CALL, re. ordinance- roosters...
6874	Animal Control	Closed	04/17/2024		Espinoza,Mitchell I.	wed / am- 1045 cat, strt / stry, gate CODE...
6875	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	wed / am- trp cat & 4 ktns, frnt
6876	Animal Control	Closed	04/17/2024		Espinoza,Mitchell I.	wed / am- anon caller / male, reporting...
6877	Animal Control	Closed	04/17/2024		Espinoza,Mitchell I.	wed / am- trp psm, LOT C3
6878	Animal Control	Closed	04/17/2024		Vela,Jesus	wed / noon- loose cats pr Mr. K eml
6879	Animal Control	Closed	04/17/2024		Vela,Jesus	wed / pm- loose husky, repeat issue clr...
6880	Animal Control	Closed	04/17/2024		Vela,Jesus	wed / noon- 1045 cat msg / yesi
6881	Animal Control	Closed	04/17/2024		Vela,Jesus	wed / noon- loose dog- med / blk msg /...
6882	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	wed / pm- REPEAT issue, 2 dogs on prop /...
6883	Animal Control	Closed	04/17/2024		Vela,Jesus	wed / pm- 1045 cat, mid strt / stry 2 blk...
6884	Animal Control	Closed	04/17/2024		Vela,Jesus	wed / pm- 1045 psm, strt
6885	Animal Control	Closed	04/17/2024		Espinoza,Mitchell I.	wed / pm- clr wants ACO CALL bk, c/o atty-...
6886	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	wed / pm- loose dog, skin issue, just arrvd
6887	Animal Control	Closed	04/17/2024		Vela,Jesus	wed / pm- dog tied to pole, behind Casa Kevin...
6888	Animal Control	Closed	04/17/2024		Espinoza,Mitchell I.	wed / pm- trp cat, frnt, pick up at 3.30 or...
6889	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	wed / pm- per P.D. OFCR at site, wellness ck-...
6890	Animal Control	Closed	04/17/2024		Espinoza,Mitchell I.	wed / pm- prt 1 of 3, loose dogs-2, one ptbl...
6891	Animal Control	Closed	04/17/2024		Espinoza,Mitchell I.	wed / pm- prt 2 of 3, clr is son of lady who...
6892	Animal Control	Closed	04/17/2024		Espinoza,Mitchell I.	wed / pm- prt 3 of 3, upset son regarding his...
6894	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	wed / pm- clr wants NEW dog pick up...
6895	Animal Control	Closed	04/17/2024		Rodriguez,Daniel	Estqn dos perros the n la Calle son la de...
6899	Animal Control	Closed	04/18/2024		Vela,Jesus	thr / am- trp psm
6900	Animal Control	Closed	04/18/2024		Rodriguez,Daniel	thr / am- loose 3 dogs, roam neighbrhd frm...
6901	Animal Control	Closed	04/18/2024		Rodriguez,Daniel	thr / am- 3 loose dogs lie on prop frm late...
6902	Animal Control	Closed	04/18/2024		Vela,Jesus	thr / am- trp cat, LOT B 4, frnt convert...
6903	Animal Control	Closed	04/18/2024		Vela,Jesus	thr / am- 1045 psm, mid strt
6905	Animal Control	Closed	04/18/2024		Espinoza,Mitchell I.	thr / am- 1045 cat, strt / stry
6906	Animal Control	Closed	04/18/2024		Vela,Jesus	thr / am- trp psm, LOT A 3, frnt convert...
6908	Animal Control	Closed	04/18/2024		Rodriguez,Daniel	thr / am- trp cat, frnt
6909	Animal Control	Closed	04/18/2024		Vela,Jesus	thr / am- loose dogs, behind old Foy's ...
6910	Animal Control	Closed	04/18/2024		Vela,Jesus	thr / am- trp psm, alley, open gate
6911	Animal Control	Closed	04/18/2024		Espinoza,Mitchell I.	thr / am- sick loose psm, near pond
6912	Animal Control	Closed	04/18/2024		Vela,Jesus	thr / am- trp psm, frnt
6913	Animal Control	Closed	04/18/2024		Vela,Jesus	thr / am- wants ordlnance info- re. chkns ...
6914	Animal Control	Closed	04/18/2024		Espinoza,Mitchell I.	thr / am- drop off/ pick up, aco truck/s, re...
6915	Animal Control	Closed	04/18/2024		Espinoza,Mitchell I.	thr / am- trp psm

Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description
6916	Animal Control	Closed	04/18/2024		Rodriguez,Daniel	thr / am- 4 loose dogs, nuisance, REPEAT...
6917	Animal Control	Closed	04/18/2024		Espinoza,Mitchell I.	thr / am- trp cat states there's cat plague...
6918	Animal Control	Closed	04/18/2024		Espinoza,Mitchell I.	thr / am- dog bt frm on call / wed pm
6919	Animal Control	Closed	04/18/2024		Espinoza,Mitchell I.	thr / am- move trailer @ shelter
6920	Animal Control	Closed	04/18/2024		Rodriguez,Daniel	thr / am- 1045 cat?, frnt clr- landlord /...
6921	Animal Control	Closed	04/18/2024		Espinoza,Mitchell I.	thr / am- contained cat & 3 kttns lady...
6922	Animal Control	Closed	04/18/2024		Espinoza,Mitchell I.	thr / am- contained dog, blk / lrg, tied at...
6923	Animal Control	Closed	04/18/2024		Vela,Jesus	thr / noon- 3 roosters, loud ownr left...
6924	Animal Control	Closed	04/18/2024		Rodriguez,Daniel	thr / noon- 1045 cat, frnt / mlbx msg / jen
6925	Animal Control	Closed	04/18/2024		Rodriguez,Daniel	thr / noon- loose dog, wht msg / jen
6926	Animal Control	Closed	04/18/2024		Rodriguez,Daniel	thr / pm- trp cat, thr, doesn't want them...
6927	Animal Control	Closed	04/18/2024		Rodriguez,Daniel	thr / pm- 5 loose dogs, this hm / ownr leaves...
6928	Animal Control	Closed	04/18/2024		Espinoza,Mitchell I.	thr / pm- duck and babies, grass area / bank
6930	Animal Control	Closed	04/18/2024		Espinoza,Mitchell I.	thr / pm- 1045 psm, between.... 3003 & 3005
6931	Animal Control	Closed	04/18/2024		Rodriguez,Daniel	thr / pm- 3 agg loose dogs, neighbor leaves...
6933	Animal Control	Closed	04/18/2024		Rodriguez,Daniel	thr / pm- 1045 dog, white, stry she called...
6934	Animal Control	Closed	04/18/2024		Vela,Jesus	thr / pm- trp psm, frnt
6935	Animal Control	Closed	04/18/2024		Rodriguez,Daniel	thr / pm- dog on prop, possible attk her dog
6936	Animal Control	Closed	04/18/2024		Rodriguez,Daniel	thr / pm- complainant wants status CALL if...
6937	Animal Control	Closed	04/18/2024		Espinoza,Mitchell I.	thr / pm- wellness ck, clr states dog...
6938	Animal Control	Closed	04/18/2024		Espinoza,Mitchell I.	thr / pm- cat stuck between hm & fence late...
6939	Animal Control	Closed	04/19/2024		Vela,Jesus	Service Trap Cat
6940	Animal Control	Closed	04/19/2024		Espinoza,Mitchell I.	Service Trap Opossum
6941	Animal Control	Closed	04/19/2024		Espinoza,Mitchell I.	2 Loose Dogs and a Loose Cat
6942	Animal Control	Closed	04/19/2024		Vela,Jesus	Loose Dog In middle of school Black dog
6943	Animal Control	Closed	04/19/2024		Vela,Jesus	2 stray days at circle drive and Lakeview...
6944	Animal Control	Closed	04/19/2024		Espinoza,Mitchell I.	Service Trap Opossum
6946	Animal Control	Closed	04/19/2024		Vela,Jesus	Service Trap Cat
6947	Animal Control	Closed	04/19/2024		Espinoza,Mitchell I.	Service Trap Opossum
6948	Animal Control	Closed	04/19/2024		Vela,Jesus	Service Trap Cat in alley
6949	Animal Control	Closed	04/19/2024		Vela,Jesus	1045 Dog
6950	Animal Control	Closed	04/19/2024		Espinoza,Mitchell I.	1045 Dog
6952	Animal Control	Closed	04/19/2024		Espinoza,Mitchell I.	Loose Pitbull
6953	Animal Control	Closed	04/19/2024		Vela,Jesus	Loose Dog
6954	Animal Control	Closed	04/19/2024		Vela,Jesus	Loose Dog(Black)
6955	Animal Control	Closed	04/19/2024		Vela,Jesus	Service Trap Cat
6956	Animal Control	Closed	04/19/2024		Vela,Jesus	Loose Dog at RV park. Contained at small dog...
6957	Animal Control	Closed	04/19/2024		Garza,Griselda Cantu	Take out lunch from chopstix restaurant had...
6958	Animal Control	Closed	04/19/2024		Espinoza,Mitchell I.	1045 Opossum
6959	Animal Control	Closed	04/19/2024		Espinoza,Mitchell I.	1045 Dog
6960	Animal Control	Closed	04/19/2024		Vela,Jesus	2 Aggressive Loose Dogs
6961	Animal Control	Closed	04/19/2024		Espinoza,Mitchell I.	Wellness Check on dogs. 0518
6962	Animal Control	Closed	04/19/2024		Espinoza,Mitchell I.	Injured Cat? Lady was not sure of the...
6968	Animal Control	Closed	04/20/2024		Rodriguez,Daniel	Este pero está sueito y está correteando...
6969	Animal Control	Closed	04/20/2024		Rodriguez,Daniel	Este perro de una persona que supuestamente...
6970	Animal Control	Closed	04/21/2024		Espinoza,Mitchell I.	4 dead baby opossums in back patio after...
6973	Animal Control	Closed	04/22/2024		Vela,Jesus	mon / am- trp cat x2
6974	Animal Control	Closed	04/22/2024		Rodriguez,Daniel	mon / am- agg dog, tiger stripe, REPEAT...
6975	Animal Control	Closed	04/22/2024		Rodriguez,Daniel	mon / am- agg cat, trp cat msg srvc /...
6976	Animal Control	Closed	04/22/2024		Espinoza,Mitchell I.	mon / am- trp psm
6977	Animal Control	Closed	04/22/2024		Rodriguez,Daniel	mon / am- trp psm
6978	Animal Control	Closed	04/22/2024		Vela,Jesus	mon / am- trp cat, drvwy
6979	Animal Control	Closed	04/22/2024		Rodriguez,Daniel	mon / am- pet / agg dog, attk'd wife,...
6980	Animal Control	Closed	04/22/2024		Espinoza,Mitchell I.	mon / am- contained dog, ths wknd
6981	Animal Control	Closed	04/22/2024		Vela,Jesus	mon / am- ROOSEVELT Hs campus, 2 canine /...
6982	Animal Control	Closed	04/22/2024		Vela,Jesus	mon / am- trp cat, frnt
6983	Animal Control	Closed	04/22/2024		Vela,Jesus	mon / am- 1045 dog, pet msg frm fri am
6984	Animal Control	Closed	04/22/2024		Vela,Jesus	mon / am- 2 dogs from roosevelt now in...
6985	Animal Control	Closed	04/22/2024		Rodriguez,Daniel	mon / am- loose dog, roam

Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description	Item 8.
6986	Animal Control	Closed	04/22/2024		Rodriguez,Daniel	mon / am- educ visit, owner of loose dog	
6987	Animal Control	Closed	04/22/2024		Rodriguez,Daniel	mon / am- trp dog, at frnt ofc	
6988	Animal Control	Closed	04/22/2024		Espinoza,Mitchell I.	mon / am- trp psm	
6989	Animal Control	Closed	04/22/2024		Rodriguez,Daniel	mon / am- trp cat msg frm fri	
6990	Animal Control	Closed	04/22/2024		Vela,Jesus	mon / am- per email info, re. traps	
6991	Animal Control	Closed	04/22/2024		Rodriguez,Daniel	mon / am- cat stuck on roof msg frm friday...	
6992	Animal Control	Closed	04/22/2024		Rodriguez,Daniel	mon / am- 1045 psm, on street 4 blks south...	
6993	Animal Control	Closed	04/22/2024		Vela,Jesus	mon / am- boxed - 2 psms	
6994	Animal Control	Closed	04/22/2024		Vela,Jesus	mon / am- complaint of rooster at this hm ...	
6995	Animal Control	Closed	04/22/2024		Vela,Jesus	mon / am- dog jumps at guests msg / saturday...	
6996	Animal Control	Closed	04/22/2024		Vela,Jesus	mon / am- part 1 of 1, wellness ck / sick...	
6997	Animal Control	Closed	04/22/2024		Vela,Jesus	mon / am- part 2 of 2, agg dogs	
6998	Animal Control	Closed	04/22/2024		Espinoza,Mitchell I.	mon / am- loose dog msg frm sat / a.m.	
6999	Animal Control	Closed	04/22/2024		Rodriguez,Daniel	mon / am- loose dog msg frm sat / p.m.	
7000	Animal Control	Closed	04/22/2024		Vela,Jesus	mon / am- 1045 ? animal, frnt / church msg...	
7001	Animal Control	Closed	04/22/2024		Espinoza,Mitchell I.	mon / am- cat stuck in tree msg frm sun /...	
7002	Animal Control	Closed	04/22/2024		Espinoza,Mitchell I.	mon / am- Loretto restaurant / parking, dog...	
7003	Animal Control	Closed	04/22/2024		Vela,Jesus	mon / am- 1045 psm, back / by bedrm window	
7004	Animal Control	Closed	04/22/2024		Rodriguez,Daniel	mon / am- contained sick cat / stray 2nd...	
7005	Animal Control	Closed	04/22/2024		Rodriguez,Daniel	mon / am- agg pet, Mr. K approved pick up ...	
7006	Animal Control	Closed	04/22/2024		Rodriguez,Daniel	mon / am- psm & bbs in truck motor, advised...	
7007	Animal Control	Closed	04/22/2024		Rodriguez,Daniel	mon / am- dog tied to tree / pole	
7008	Animal Control	Closed	04/22/2024		Rodriguez,Daniel	mon / am- wellness ck, dogs / no roof	
7009	Animal Control	Closed	04/22/2024		Vela,Jesus	mon / am- boxed cat & 5 ktns	
7010	Animal Control	Closed	04/22/2024		Vela,Jesus	mon / am- loose dog	
7011	Animal Control	Closed	04/22/2024		Vela,Jesus	mon / noon- trp cat, frnt door msg / jen	
7012	Animal Control	Closed	04/22/2024		Vela,Jesus	mon / noon- trp psm, bk / trlr, by a/c msg /...	
7013	Animal Control	Closed	04/22/2024		Rodriguez,Daniel	mon / pm- 4 agg loose dogs, knocked down...	
7014	Animal Control	Closed	04/22/2024		Vela,Jesus	mon / pm- dog on prop, doesn't let them out...	
7015	Animal Control	Closed	04/22/2024		Vela,Jesus	mon / pm- trp psm, side of hm east of...	
7016	Animal Control	Closed	04/22/2024		Vela,Jesus	mon / pm- trp psm, side of hm	
7017	Animal Control	Closed	04/22/2024		Vela,Jesus	mon / pm- trap request, aware of wait ...	
7018	Animal Control	Closed	04/22/2024		Vela,Jesus	mon / pm- wants CALL, re. dog release	
7019	Animal Control	Closed	04/22/2024		Rodriguez,Daniel	mon / pm- rcvd RED NOTE, plz call, re. ?...	
7020	Animal Control	Closed	04/22/2024		Vela,Jesus	mon / pm- boxed cat & 5 ktns clr ls at...	
7021	Animal Control	Closed	04/22/2024		Vela,Jesus	mon / pm- part 2, kitten with detached leg /...	
7022	Animal Control	Closed	04/22/2024		Rodriguez,Daniel	mon / pm- part 1 of 3, loose dog & pups ...	
7023	Animal Control	Closed	04/22/2024		Rodriguez,Daniel	mon / pm- part 2 of 3, loose rooster-yard ...	
7024	Animal Control	Closed	04/22/2024		Rodriguez,Daniel	mon / pm- part 3 of 3, OWNER educ visit,...	
7025	Animal Control	Closed	04/22/2024		Rodriguez,Daniel	mon / pm- 1045 dog, pet/great dane, bk yrd ...	
7027	Animal Control	Closed	04/22/2024		Vela,Jesus	mon / pm- 2 loose dogs, per Mr. K eml	

Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description
7028	Animal Control	Closed	04/22/2024		Garza,Griseida Cantu	rotisserie chicken at Walmart is under cook,...
7029	Animal Control	Closed	04/22/2024		Vela,Jesus	Another abandoned puppy left in our...
7031	Animal Control	Closed	04/23/2024		Rodriguez,Daniel	tue / am- 2 loose dogs, large frm mon pm
7032	Animal Control	Closed	04/23/2024		Rodriguez,Daniel	tue / am- 2 loose dogs frm mon pm
7033	Animal Control	Closed	04/23/2024		Vela,Jesus	tue / am- 2 loose dogs frm mon pm
7034	Animal Control	Closed	04/23/2024		Espinoza,Mitchell I.	tue / am- trp psm, LOT B-4, frnt
7035	Animal Control	Closed	04/23/2024		Vela,Jesus	tue / am- trp cat. x2
7036	Animal Control	Closed	04/23/2024		Rodriguez,Daniel	tue / am- abandoned pup frm 311, address—...
7037	Animal Control	Closed	04/23/2024		Rodriguez,Daniel	tue / am- trp cat, west sd / bk
7038	Animal Control	Closed	04/23/2024		Vela,Jesus	tue / am- trp cat, bk
7039	Animal Control	Closed	04/23/2024		Vela,Jesus	tue / am- agg 5 huskies, roam frm mon late...
7040	Animal Control	Closed	04/23/2024		Rodriguez,Daniel	tue / am- trp dog
7041	Animal Control	Closed	04/23/2024		Rodriguez,Daniel	tue / am- trp cat
7042	Animal Control	Closed	04/23/2024		Vela,Jesus	tue / am- trp cat, frnt
7043	Animal Control	Closed	04/23/2024		Rodriguez,Daniel	tue / am- trp cat verbal msg / Ivan
7044	Animal Control	Closed	04/23/2024		Vela,Jesus	tue / am- trp psm, alley
7045	Animal Control	Closed	04/23/2024		Rodriguez,Daniel	tue / am- pick up 5 dogs arrangement...
7047	Animal Control	Closed	04/23/2024		Vela,Jesus	tue / am- dog bite on call / mon pm
7048	Animal Control	Closed	04/23/2024		Vela,Jesus	tue / am- loose dog at campus- Msn HS on...
7049	Animal Control	Closed	04/23/2024		Espinoza,Mitchell I.	tue / am- 1045 psm, northbound
7050	Animal Control	Closed	04/23/2024		Vela,Jesus	tue / am- trp psm, side / hm, borrowed trp / ...
7051	Animal Control	Closed	04/23/2024		Espinoza,Mitchell I.	tue / am- trp psm, LOT 5, frnt
7052	Animal Control	Closed	04/23/2024		Espinoza,Mitchell I.	tue / am- 2 dogs on prop / loose her dog is...
7053	Animal Control	Closed	04/23/2024		Espinoza,Mitchell I.	tue / am- 2 loose dogs, roam
7054	Animal Control	Closed	04/23/2024		Vela,Jesus	tue / am- 1045 psm, frnt of hm & neighbor's...
7055	Animal Control	Closed	04/23/2024		Rodriguez,Daniel	tue / am- trp cat, frnt
7056	Animal Control	Closed	04/23/2024		Espinoza,Mitchell I.	tue / am- injured duckling, fell from tree,...
7057	Animal Control	Closed	04/23/2024		Vela,Jesus	tue / am- contained psms x2, orange bucket ...
7058	Animal Control	Closed	04/23/2024		Rodriguez,Daniel	tue / am- Bentsen park, 2 loose dogs, g shep...
7060	Animal Control	Closed	04/23/2024		Rodriguez,Daniel	tue / am- trp psm, LOT 4, frnt
7061	Animal Control	Closed	04/23/2024		Espinoza,Mitchell I.	tue / am- loose dog in heat clr is rescue...
7062	Animal Control	Closed	04/23/2024		Rodriguez,Daniel	tue / am- 1045 psm, mid strt frnt of his hm...
7063	Animal Control	Closed	04/23/2024		Rodriguez,Daniel	tue / am- trp cat, bk
7064	Animal Control	Closed	04/23/2024		Rodriguez,Daniel	tue / pm- trp cat, frnt
7065	Animal Control	Closed	04/23/2024		Rodriguez,Daniel	tue / pm- 6 loose dogs, huskies just...
7066	Animal Control	Closed	04/23/2024		Vela,Jesus	tue / pm- loose roosters at this hm, ownr...
7067	Animal Control	Closed	04/23/2024		Vela,Jesus	tue / pm- Msn HS, east side, injured dog / ...
7068	Animal Control	Closed	04/23/2024		Rodriguez,Daniel	tue / pm- 2 loose huskies, got in her prop/ ...
7069	Animal Control	Closed	04/23/2024		Rodriguez,Daniel	tue / pm- SEE MR. K. EMAIL INSTRUCTIONS, call...
7070	Animal Control	Closed	04/23/2024		Rodriguez,Daniel	tue / pm- dog owner at this address, educ...
7071	Animal Control	Closed	04/23/2024		Espinoza,Mitchell I.	tue / pm- trp cat, frnt
7072	Animal Control	Closed	04/23/2024		Vela,Jesus	tue / pm- 2 more trap cats forgot to notify...
7073	Animal Control	Closed	04/23/2024		Vela,Jesus	tue / pm- prt 1 of 2, complainant, 2 loose...
7074	Animal Control	Closed	04/23/2024		Vela,Jesus	tue / pm- part 2 of 2, owner of 2 loose dogs,...
7075	Animal Control	Closed	04/23/2024		Rodriguez,Daniel	tue / pm- well ck, dog knnl / too small,...
7076	Animal Control	Closed	04/23/2024		Vela,Jesus	tue / pm- trp cat
7077	Animal Control	Closed	04/23/2024		Espinoza,Mitchell I.	injured bird, picked up by concerned citizen...
7078	Animal Control	Closed	04/23/2024		Rodriguez,Daniel	4 lose dogs in this area. wed / am- 4 loose...
7079	Animal Control	Closed	04/24/2024		Vela,Jesus	wed / am- trp cat x2, frnt
7080	Animal Control	Closed	04/24/2024		Vela,Jesus	wed / am- trp cat x2, frnt
7081	Animal Control	Closed	04/24/2024		Rodriguez,Daniel	wed / am- 8 pups roamed onto her prop
7082	Animal Control	Closed	04/24/2024		Rodriguez,Daniel	wed / am- pick up package, w/yahaira- frnt ...
7083	Animal Control	Closed	04/24/2024		Vela,Jesus	wed / am- trp cat, alley
7084	Animal Control	Closed	04/24/2024		Rodriguez,Daniel	wed / am- well ck, dog in back, no shelter,...
7085	Animal Control	Closed	04/24/2024		Vela,Jesus	wed / am- city hall, aco phn repair, IT dpt
7086	Animal Control	Closed	04/24/2024		Rodriguez,Daniel	wed / am- 1045 dog, pet / bag / frnt
7087	Animal Control	Closed	04/24/2024		Rodriguez,Daniel	wed / am- 4 loose dogs 311 call- sorry,...
7088	Animal Control	Closed	04/24/2024		Espinoza,Mitchell I.	wed / am- trp cat, frnt
7089	Animal Control	Closed	04/24/2024		Vela,Jesus	wed / am- loose eogs, no other data provided ...
7090	Animal Control	Closed	04/24/2024		Rodriguez,Daniel	wed / am- neigh dog comes to clr prop msg /...
7091	Animal Control	Closed	04/24/2024		Espinoza,Mitchell I.	wed / am- loose dog, frnt of Chk-fli-a msg /...

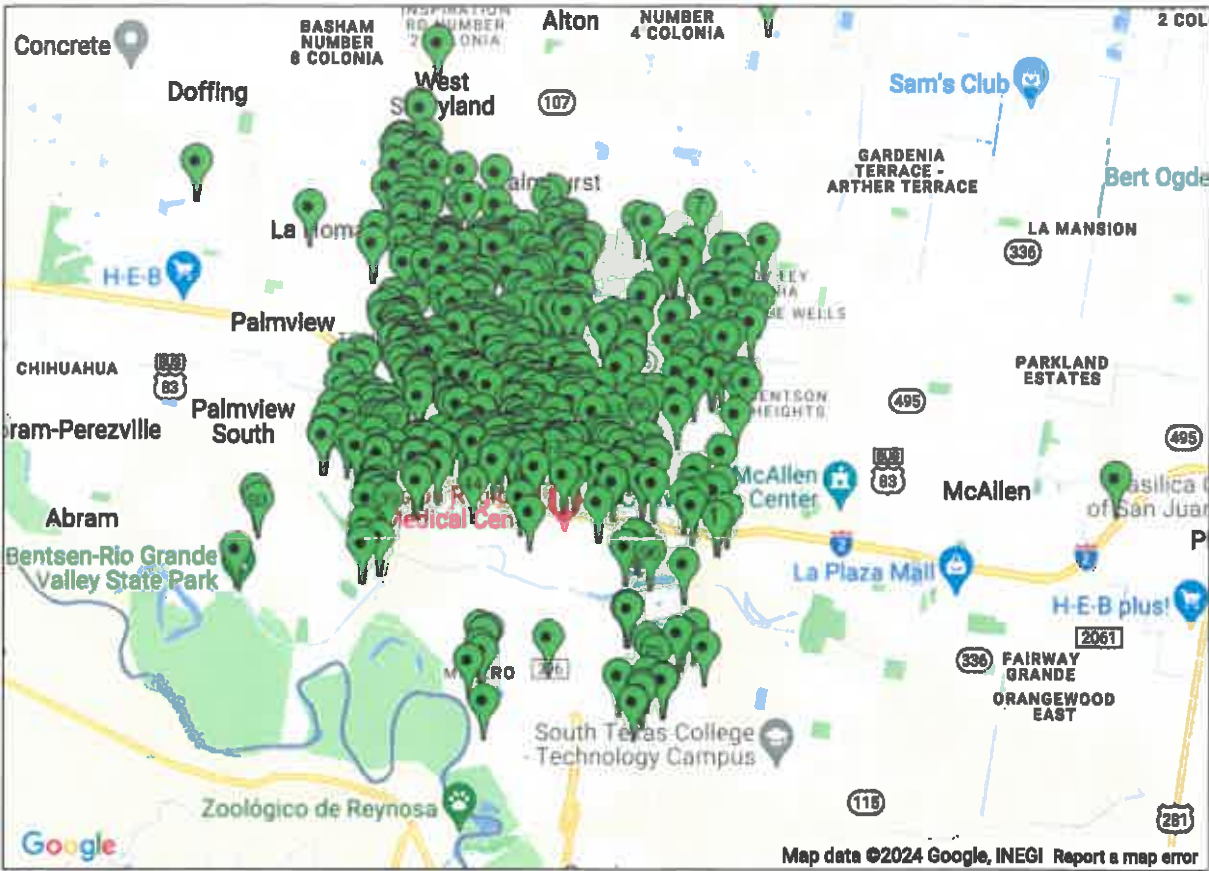
Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description
7092	Animal Control	Closed	04/24/2024		Rodriguez,Daniel	wed / am- loose dog, might trip her elder...
7093	Animal Control	Closed	04/24/2024		Rodriguez,Daniel	wed / am- dog park-rear, trailer park, stray...
7094	Animal Control	Closed	04/24/2024		Rodriguez,Daniel	wed / am- trp cat, frnt 2nd call 03.41 pm--...
7095	Animal Control	Closed	04/24/2024		Vela,Jesus	wed / am- trp psm, side
7096	Animal Control	Closed	04/24/2024		Vela,Jesus	wed / am- part 1 of 2, well ck, dog in frnt-...
7097	Animal Control	Closed	04/24/2024		Vela,Jesus	wed / am- part 2 of 2, well ck, dog looks...
7098	Animal Control	Closed	04/24/2024		Espinoza,Mitchell I.	wed / am- trp psm
7099	Animal Control	Closed	04/24/2024		Rodriguez,Daniel	wed / am- trp cat, TRLR 4 2nd call 02.49 pm,...
7100	Animal Control	Closed	04/24/2024		Rodriguez,Daniel	wed / am- orphaned 4 kttns, mom kild by dogs ...
7101	Animal Control	Closed	04/24/2024		Rodriguez,Daniel	wed / am- part 1 of 2, complainant, neigh...
7102	Animal Control	Closed	04/24/2024		Rodriguez,Daniel	wed / am- part 2 of 2, ownr of loose ptbl,...
7103	Animal Control	Closed	04/24/2024		Vela,Jesus	wed / am- 2 dumped dogs, adult / lrg / agg
7104	Animal Control	Closed	04/24/2024		Rodriguez,Daniel	wed / am- 1045 cat, stray / drwy
7105	Animal Control	Closed	04/24/2024		Rodriguez,Daniel	wed / am- rooster on prop, crows all night ...
7106	Animal Control	Closed	04/24/2024		Vela,Jesus	wed / am- 1045 cat, northbound, mid strt ...
7107	Animal Control	Closed	04/24/2024		Rodriguez,Daniel	wed / am- rcvd RED note, awaits aco CALL bk
7108	Animal Control	Closed	04/24/2024		Rodriguez,Daniel	wed / am- 1045 dog, mid strt, pd- wants ETA
7109	Animal Control	Closed	04/24/2024		Rodriguez,Daniel	wed / am- 5 loose / agg dogs, roam- 3 dys
7110	Animal Control	Closed	04/24/2024		Rodriguez,Daniel	wed / am- trp cat, bk yrd / gate open ...
7113	Animal Control	Closed	04/24/2024		Rodriguez,Daniel	wed / am- package #2 pick up, public works ...
7114	Animal Control	Closed	04/24/2024		Vela,Jesus	wed / noon- snake, dollar tree
7115	Animal Control	Closed	04/24/2024		Rodriguez,Daniel	wed / am- 2 loose dogs, under neigh truck,...
7116	Animal Control	Closed	04/24/2024		Vela,Jesus	wed / pm- loose brown pup eml alert by Mr. K...
7117	Animal Control	Closed	04/24/2024		Vela,Jesus	wed / pm- 1045 cat, stray, mid street / frnt...
7118	Animal Control	Closed	04/24/2024		Vela,Jesus	tue / pm- 1045 cat, stray, mid strt
7119	Animal Control	Closed	04/24/2024		Rodriguez,Daniel	wed / pm- loose dog, sml clr bro ls scared
7120	Animal Control	Closed	04/24/2024		Vela,Jesus	wed / pm- LOT M-8, trp psm
7121	Animal Control	Closed	04/24/2024		Rodriguez,Daniel	wed / pm- sick cat, back yrd cannot trap nor...
7122	Animal Control	Closed	04/24/2024		Espinoza,Mitchell I.	wed / am, pm- mosquito spraying train...
7123	Animal Control	Closed	04/24/2024		Rodriguez,Daniel	wed / pm- stray heeler, blk / wht
7124	Animal Control	Closed	04/24/2024		Rodriguez,Daniel	wed / pm- loose dog, sml, sick, frnt yrd
7125	Animal Control	Closed	04/24/2024		Rodriguez,Daniel	wed / pm- 2nd call today, REPEAT issue, loose...
7132	Animal Control	Closed	04/25/2024		Rodriguez,Daniel	thr / am- re. roosters f/u
7133	Animal Control	Closed	04/25/2024		Vela,Jesus	thr / am- trp cat
7134	Animal Control	Closed	04/25/2024		Vela,Jesus	thr / am- plan-- rooster removal
7135	Animal Control	Closed	04/25/2024		Rodriguez,Daniel	thr / am- trp cat, frnt
7136	Animal Control	Closed	04/25/2024		Vela,Jesus	thr / am- trp cat, alley
7137	Animal Control	Closed	04/25/2024		Rodriguez,Daniel	thr / am- bby psm in box, frnt / security ...
7138	Animal Control	Closed	04/25/2024		Espinoza,Mitchell I.	Service Trap Possum

Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description
7139	Animal Control	Closed	04/25/2024		Vela,Jesus	Service Trap Possum
7140	Animal Control	Closed	04/25/2024		Rodriguez,Daniel	Dog belongs to next door.
7141	Animal Control	Closed	04/25/2024		Espinoza,Mitchell I.	Possum mom with babies
7142	Animal Control	Closed	04/25/2024		Rodriguez,Daniel	1045 Cat
7143	Animal Control	Closed	04/25/2024		Vela,Jesus	Service Trap Possum
7147	Animal Control	Closed	04/25/2024		Rodriguez,Daniel	4 Loose Dogs
7148	Animal Control	Closed	04/25/2024		Vela,Jesus	Service Trap Cat
7149	Animal Control	Closed	04/25/2024		Rodriguez,Daniel	Service Trap Possum
7150	Animal Control	Closed	04/25/2024		Rodriguez,Daniel	1045 Cat In alley between hunter and miracle
7151	Animal Control	Closed	04/25/2024		Espinoza,Mitchell I.	2 Loose Dogs
7152	Animal Control	Closed	04/25/2024		Rodriguez,Daniel	1045 Possum
7153	Animal Control	Closed	04/25/2024		Rodriguez,Daniel	thr / am- contained 4 pups, stray, CALL HER,...
7154	Animal Control	Closed	04/25/2024		Rodriguez,Daniel	thr / noon- 4 loose dogs, msg / jen 2 other...
7155	Animal Control	Closed	04/25/2024		Rodriguez,Daniel	thr / pm- trp cat, frnt door, yes access
7156	Animal Control	Closed	04/25/2024		Rodriguez,Daniel	thr / pm- trp cat, frnt door-CANCEL /...
7157	Animal Control	Closed	04/25/2024		Rodriguez,Daniel	thr / pm- loose dog, lays on prop msg / wed...
7158	Animal Control	Closed	04/25/2024		Espinoza,Mitchell I.	thr / pm- 2 loose ptbls, just arrvd, roam...
7159	Animal Control	Closed	04/25/2024		Rodriguez,Daniel	thr / pm- 1045 psm, mid strt
7160	Animal Control	Closed	04/25/2024		Rodriguez,Daniel	thr / pm- same / repeat loose dog, brown, run...
7161	Animal Control	Closed	04/25/2024		Vela,Jesus	thr / pm- 1045 dog, pet, bag / bk alley
7165	Animal Control	Closed	04/26/2024		Rodriguez,Daniel	fri / am- well ck-- excess dogs / bark /...
7166	Animal Control	Closed	04/26/2024		Vela,Jesus	fri / am- trp cat, frnt / drwy, call him...
7167	Animal Control	Closed	04/26/2024		Rodriguez,Daniel	fri / am- loose dogs, large, making holes ...
7168	Animal Control	Closed	04/26/2024		Vela,Jesus	fri / am- 1045 psm, mid strt, stry
7169	Animal Control	Closed	04/26/2024		Rodriguez,Daniel	fri / am- suite A, ownr of loose dog, roams...
7170	Animal Control	Closed	04/26/2024		Vela,Jesus	fri / am- roosvelt HS, 2 loose dogs one-...
7171	Animal Control	Closed	04/26/2024		Rodriguez,Daniel	fri / am- loose dog / bloodhoud went frm...
7172	Animal Control	Closed	04/26/2024		Espinoza,Mitchell I.	fri / am- trap request, geese with torn off...
7175	Animal Control	Closed	04/26/2024		Rodriguez,Daniel	fri / am- part 1 of 2, trp psm x5 bbys will...
7176	Animal Control	Closed	04/26/2024		Rodriguez,Daniel	fri / am- part 2 of 2, 1045 psm, moved it to...
7177	Animal Control	Closed	04/26/2024		Espinoza,Mitchell I.	fri / am- trp psm, sd / hm
7178	Animal Control	Closed	04/26/2024		Vela,Jesus	fri / am- 1045 cat, stry, mid strt
7179	Animal Control	Closed	04/26/2024		Rodriguez,Daniel	fri / am- bees on tree, tree on street,...
7180	Animal Control	Closed	04/26/2024		Espinoza,Mitchell I.	fri / am- trp snake, pet control trap- loan...
7181	Animal Control	Closed	04/26/2024		Vela,Jesus	fri / pm- loose dog, jump over fence, STUCK,...
7182	Animal Control	Closed	04/26/2024		Vela,Jesus	fri / pm- trp psm, frnt
7183	Animal Control	Closed	04/26/2024		Espinoza,Mitchell I.	fri / pm- drop off trap, same dog is bk area...
7184	Animal Control	Closed	04/26/2024		Vela,Jesus	fri / pm- 1045 cat, bag / frnt of hm, stry
7185	Animal Control	Closed	04/26/2024		Rodriguez,Daniel	fri / pm- complainant wants CALL bk re....
7187	Animal Control	Closed	04/26/2024		Espinoza,Mitchell I.	fri / pm- 1045 dog, pet, frnt / bag
7188	Animal Control	Closed	04/26/2024		Rodriguez,Daniel	fri / pm- dog on prop, contained in bk fence,...
7189	Animal Control	Closed	04/26/2024		Espinoza,Mitchell I.	fri / pm- on call pm- dog stuck on fence,...
7193	Animal Control	Closed	04/28/2024		Espinoza,Mitchell I.	Please pick up dead possum in middle of 22nd...
7196	Animal Control	Closed	04/29/2024		Rodriguez,Daniel	mon / am- 1045 cat, mid strt, stry
7197	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / am- trp psm, frnt
7198	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / am- trp cat, pregnant, frnt
7199	Animal Control	Closed	04/29/2024		Vela,Jesus	mon / am- agg dog, wants ordinance info /...
7201	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / am- drop off TRAP, for psm swim In...
7202	Animal Control	Closed	04/29/2024		Vela,Jesus	mon / am- fire station #2, cat in box, giving...
7203	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / am- duck/ ducklings in pool, babies...
7204	Animal Control	Closed	04/29/2024		Vela,Jesus	mon / am- MSN hs campus, loose psm, security-...
7205	Animal Control	Closed	04/29/2024		Vela,Jesus	mon / am- trp cat x2, frnt
7206	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / am- loose rattlesnake, walkway /...
7207	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / am- duck & ducklings msg fri / pm
7208	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / am- 1045 cat, frnt / bag
7209	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / am- loose hummingbird, frnt / walkway ...
7210	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / am- Picasso Chiropractic, trp psm,...
7211	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / am- 1045 cat, mid strt
7212	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / am- 4 loose kttns msg sat / am

Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description
7213	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / am- 1045 psm, mid strt — on 22nd St.
7214	Animal Control	Closed	04/29/2024		Vela,Jesus	mon / am- dog on prop, stry/ mx breed,...
7215	Animal Control	Closed	04/29/2024		Vela,Jesus	mon / am- trp psm & babies, bk
7216	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / am- injured psm on sd/wlk msg sat /...
7217	Animal Control	Closed	04/29/2024		Vela,Jesus	mon / am- loose snake, 15 ft long msg / sat...
7218	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / am- loose dog, white msg / sat pm
7219	Animal Control	Closed	04/29/2024		Vela,Jesus	mon / am- loose ptbl msg / sat pm
7220	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / am- snake, bk msg / sun am
7221	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / am- kittens in motor msg / sun pm
7222	Animal Control	Closed	04/29/2024		Vela,Jesus	mon / am- abandoned dogs, by former tenants ...
7223	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / am- clr found psm msg / sun pm
7224	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / am- ducks on frontage msg / sun pm
7225	Animal Control	Closed	04/29/2024		Vela,Jesus	mon / am- 2 loose dogs, cause trash msg /...
7226	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / am- pick up TRAP, no longer nd, frnt
7227	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / am- clr has 1045 pet dog, wants ACO...
7228	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / am-(???) this neighbor dog killed dog ...
7229	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / am- loose dog
7230	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / am- trp cat
7231	Animal Control	Closed	04/29/2024		Vela,Jesus	mon / am- city employee called, 1045 psm,...
7232	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / am- 1045 cat, exit lane / by entrance...
7234	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / am- 1045 psm, ALLEY, 10th & 11th / Rosa...
7235	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / am- injured cat, runned over, strt
7236	Animal Control	Closed	04/29/2024		Vela,Jesus	mon / am- 5 bby psms, strt
7237	Animal Control	Closed	04/29/2024		Vela,Jesus	mon / am- loose dogs, repeat issue clr...
7239	Animal Control	Closed	04/29/2024		Vela,Jesus	mon / noon- 2 agg dogs, loose / attk ppl msg...
7240	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / noon- 1045 psm ?, westbound msg / jen
7241	Animal Control	Closed	04/29/2024		Rodriguez,Daniel	mon / noon- 1045 dog msg / jen note- asked...
7242	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / noon- well ck, dog in garage, 6 inch /...
7243	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / pm- contained tx turtle, asking aco...
7245	Animal Control	Closed	04/29/2024		Vela,Jesus	mon / pm- 1045 psm, strt, stry
7246	Animal Control	Closed	04/29/2024		Vela,Jesus	mon / pm- trp psm, by pool area, in box ...
7247	Animal Control	Closed	04/29/2024		Vela,Jesus	mon / pm- 1045 psm, strt pr mr k eml
7251	Animal Control	Closed	04/29/2024		Vela,Jesus	mon / pm- 1045 dog, stry, medlum, frnt clr...
7253	Animal Control	Closed	04/29/2024		Vela,Jesus	mon / pm- contained psm, stones, bk
7255	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / pm- 1045 dog, easemt, motel 6 frnt /...
7256	Animal Control	Closed	04/29/2024		Espinoza,Mitchell I.	mon / pm- trp psm, by work shop / dump
7262	Animal Control	Closed	04/30/2024		Vela,Jesus	tue / am- 1045 psm, mid strt location—...
7263	Animal Control	Closed	04/30/2024		Espinoza,Mitchell I.	tue / pm- loose pug, fed / housed, waited for...
7264	Animal Control	Closed	04/30/2024		Vela,Jesus	tue / am- drop off TRAP, for psms aware of...
7265	Animal Control	Closed	04/30/2024		Vela,Jesus	tue / am- trp cat, side / frnt
7266	Animal Control	Closed	04/30/2024		Espinoza,Mitchell I.	tue / am- aco to call back, RED note frm mon...

Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description
7267	Animal Control	Closed	04/30/2024		Espinoza,Mitchell I.	tue / am- trp psm, LOT 26
7268	Animal Control	Closed	04/30/2024		Rodriguez,Daniel	tue / am- trp cat, same spot
7269	Animal Control	Closed	04/30/2024		Espinoza,Mitchell I.	tue / am- oversee aco video by yesi / city...
7270	Animal Control	Closed	04/30/2024		Vela,Jesus	tue / am- aco video, trp cat, for yesi / city...
7271	Animal Control	Closed	04/30/2024		Rodriguez,Daniel	tue / am- aco video, trp agg dog, by yesi /...
7272	Animal Control	Closed	04/30/2024		Rodriguez,Daniel	tue / am- dog in prop (contained), call man /...
7273	Animal Control	Closed	04/30/2024		Vela,Jesus	tue / am- complainant hm, loose dogs, cause...
7274	Animal Control	Closed	04/30/2024		Vela,Jesus	tue / am- problem home, loose dogs, cause...
7275	Animal Control	Closed	04/30/2024		Rodriguez,Daniel	tue / am- 2 loose dogs-trash, REPEAT issue,...
7276	Animal Control	Closed	04/30/2024		Vela,Jesus	tue / am- 1045 psm, frmt / neigh hm
7277	Animal Control	Closed	04/30/2024		Rodriguez,Daniel	tue / am- 1045 dog, stry, frmt / in bag
7279	Animal Control	Closed	04/30/2024		Vela,Jesus	decomposing cat on the sidewalk on west end...
7280	Animal Control	Closed	04/30/2024		Vela,Jesus	tue / am- multl complaint, now wants psm...
7281	Animal Control	Closed	04/30/2024		Vela,Jesus	tue / am- contained cat & ktns, in hm / call...
7282	Animal Control	Closed	04/30/2024		Espinoza,Mitchell I.	tue / am- trp psm, left sd
7283	Animal Control	Closed	04/30/2024		Espinoza,Mitchell I.	tue / am- loose SNAKE, by bushes, near...
7284	Animal Control	Closed	04/30/2024		Vela,Jesus	tue / am- trp psm, bby... per aco jesus
7285	Animal Control	Closed	04/30/2024		Vela,Jesus	tue / am- contained cat & ktns, in box, in hm...
7288	Animal Control	Closed	04/30/2024		Rodriguez,Daniel	tue / pm- trp cat, frmt..... note cats IN hm ...
7289	Animal Control	Closed	04/30/2024		Espinoza,Mitchell I.	tue / am- ordinance- chkns gave info to Muni...
7290	Animal Control	Closed	04/30/2024		Rodriguez,Daniel	tue / pm- trp cat x2
7291	Animal Control	Closed	04/30/2024		Vela,Jesus	tue / pm- 1045 dog, g shep, done
7292	Animal Control	Closed	04/30/2024		Vela,Jesus	tue / pm- trp cat, verbal notice frm cllr to...

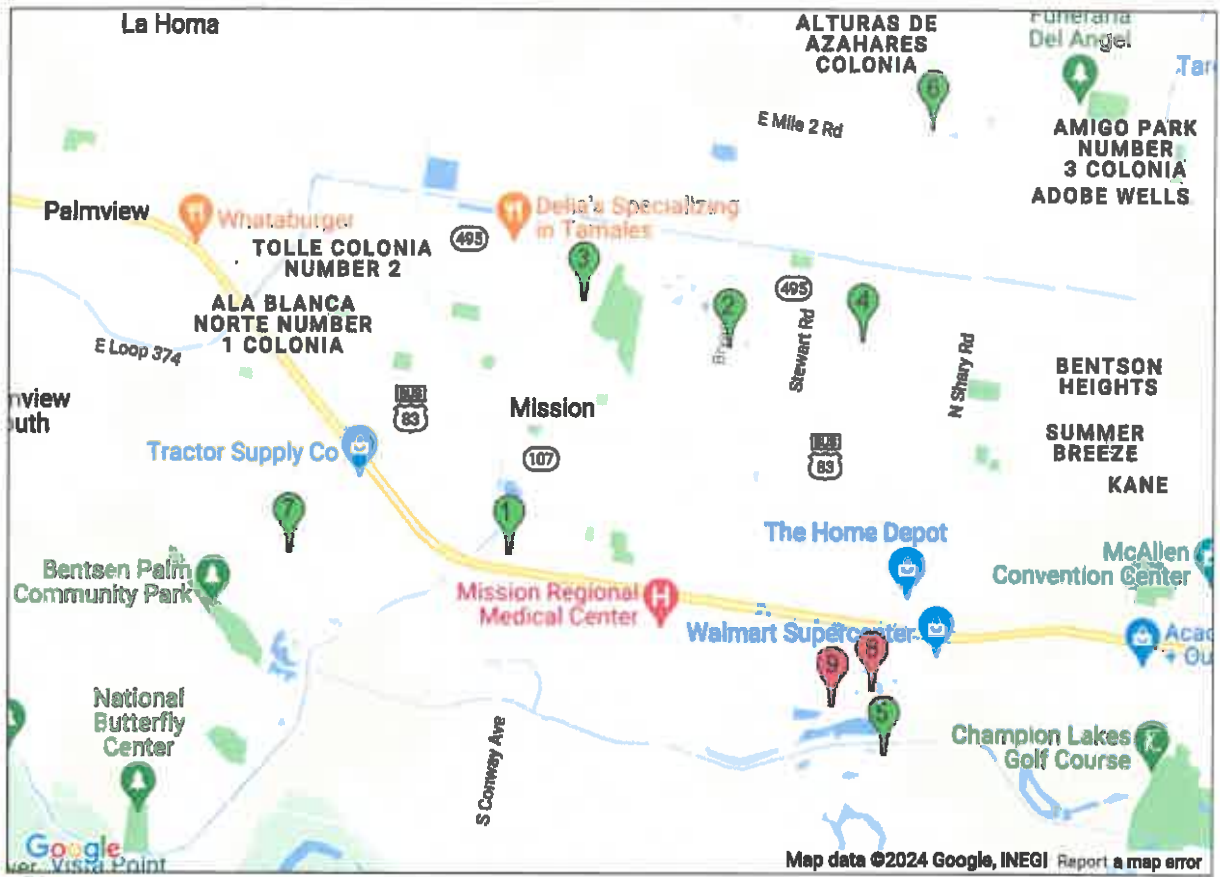
Item 8.



- 1 2505-2535 Colorado St, Mission
- 2 208 E Turista
- 3 416 Miller Ave
- 4 105 N Francisco Ave
- 5 504 Abraham St
- 6 712 Fairview Dr
- 7 3607 Las Colinas Ln
- 8 2411 Cottonwood St
- 9 101 Keystone St
- 10 103 Keystone St
- 11 3014 Abbott Ave
- 12 206 S Stewart Rd
- 13 200 S Mayberry St
- 14 407 Sagittarius St
- 15 3102 Woodfair Ct

Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description
6490	Weedy Lot	Closed	04/05/2024		Villarreal, Yvette	muy alto el pasto y eso puede causar mucho...
6506	Weedy Lot	Closed	04/06/2024		Villarreal, Yvette	Weedy Lot
6551	Weedy Lot	Closed	04/08/2024		Villarreal, Yvette	a rattle snake has been spotted in the area....
6574	Weedy Lot	Closed	04/08/2024		Villarreal, Yvette	Photo attached
6575	Weedy Lot	Open	04/08/2024	05/03/2024	Villarreal, Yvette	behind my house in 2206 sabinal street...:
6632	Weedy Lot	Closed	04/10/2024		Villarreal, Yvette	lot across 3208 North Glasscock Rd
6646	Weedy Lot	Open	04/10/2024	05/05/2024	Villarreal, Yvette	weeds keeps growing, code violation
6681	Weedy Lot	Closed	04/11/2024		Villarreal, Yvette	To whom it may concern, can you please have a...
7191	Weedy Lot	Open	04/27/2024	05/22/2024	Villarreal, Yvette	Cimarron Golf Course . Grass is over 12...
7238	Weedy Lot	Closed	04/29/2024		Villarreal, Yvette	Photo attached

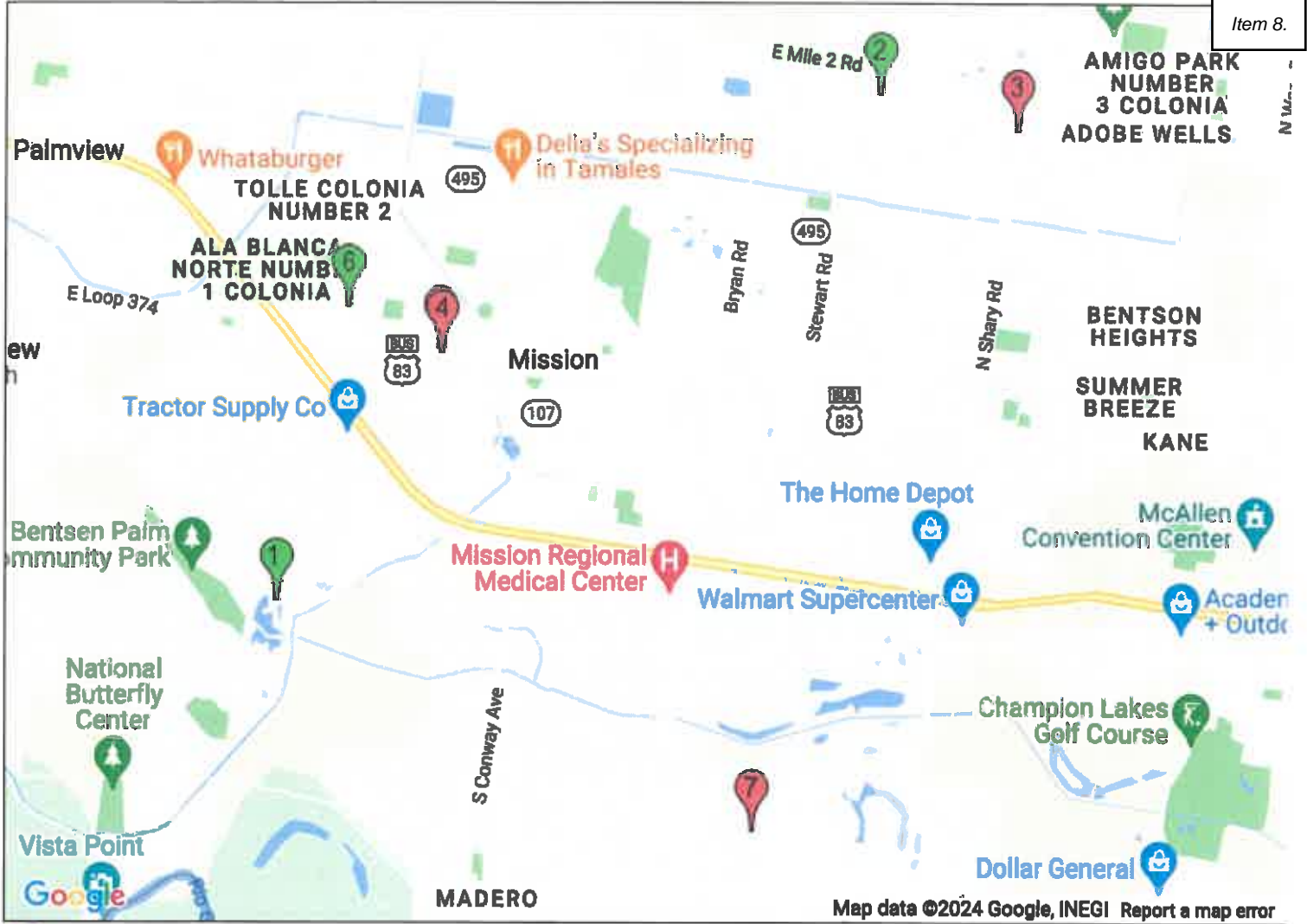
Item 8.



- 1 108 North Street, Mission
- 2 1617 West Gastel Circle, Mission
- 3 1907 Miller Avenue, Mission
- 4 1917 E 21st St, Mission
- 5 206 San Saba Street, Mission
- 6 3208 N Glasscock Rd, Mission
- 7 610 Lake View Dr, Mission
- 8 Cimarron Golf Club, Mission
- 9 Glasscock Rd, Mission

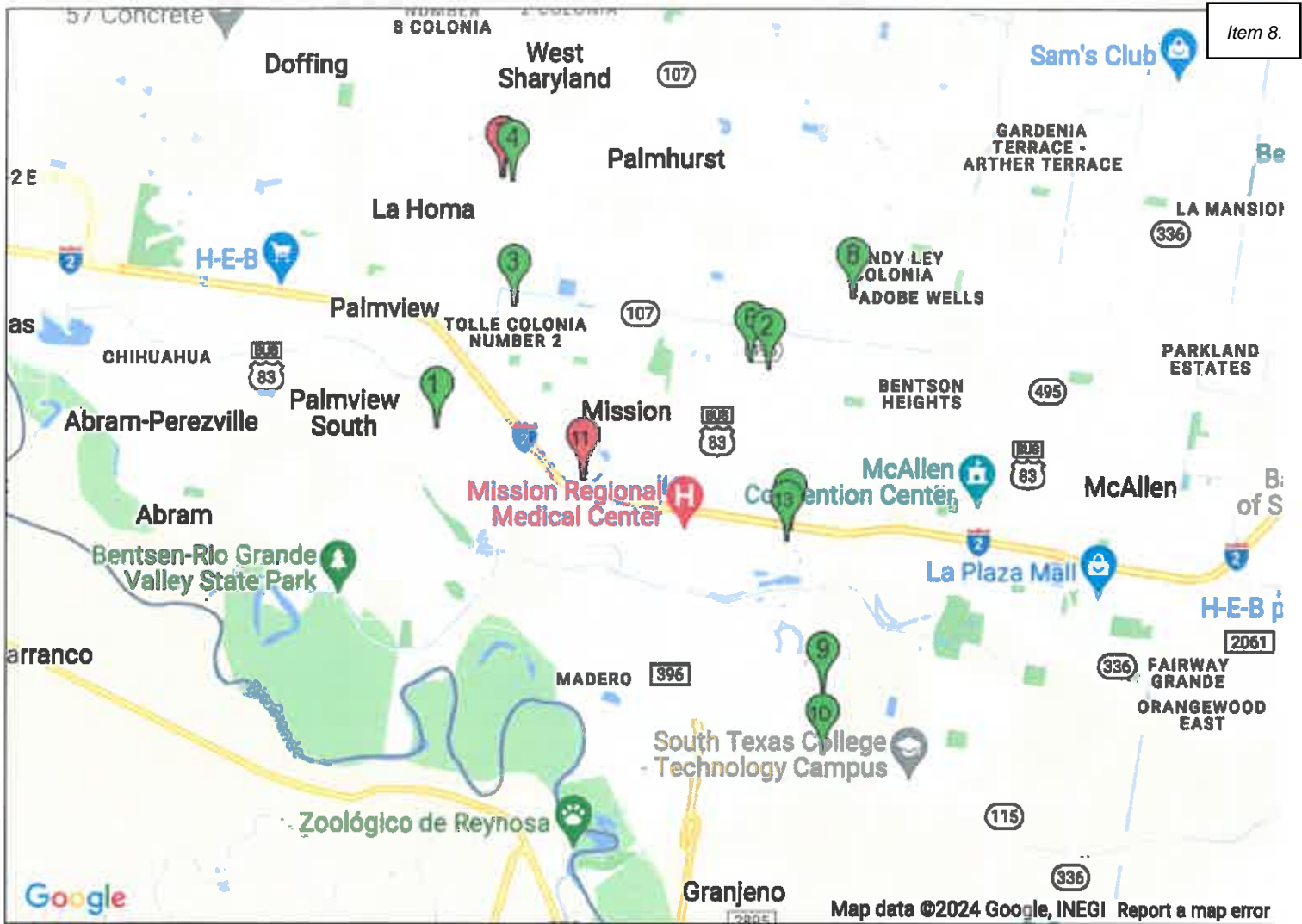
Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description
6328	Street Light	Closed	04/01/2024		acevedo, Yahaira	Area too dark, light post has been broken for...
6627	Street Light	Closed	04/09/2024		acevedo, Yahaira	light out
6628	Street Light	Open	04/09/2024	04/14/2024	acevedo, Yahaira	light out Sharyland Plantation HOA
6745	Street Light	Closed	04/14/2024		acevedo, Yahaira	One light turns off and on, doesn't stay on...
6782	Street Light	Open	04/15/2024	04/20/2024	acevedo, Yahaira	street light out pole no. 748 (284797)
6783	Street Light	Closed	04/15/2024		acevedo, Yahaira	Lee street has no lights. street very dark
6896	Street Light	Open	04/17/2024	04/22/2024	acevedo, Yahaira	Good evening, several light posts are not...
6898	Street Light	Closed	04/17/2024		acevedo, Yahaira	Photo attached
7200	Street Light	Open	04/29/2024	05/04/2024	acevedo, Yahaira	very dark and dangerous light is out corner...
7260	Street Light	Open	04/29/2024	05/04/2024	acevedo, Yahaira	street light is out, not working

Item 8.



- 1 1300-1330 Circle Dr, Mission
- 2 1709 Pebble Dr, Mission
- 3 2317 Nicole Drive, Mission
- 4 916 Greenlawn St, Mission
- 5 919 Greenlawn St, Mission
- 6 979 Lee St, Mission
- 7 Grand Canal Dr, Mission

Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description
6324	Pot Holes	Closed	04/01/2024		Hernandez,Baldo	pot hole
6331	Pot Holes	Closed	04/02/2024		Hernandez,Baldo	pot hole
6503	Pot Holes	Closed	04/06/2024		Hernandez,Baldo	Previously submitted request(#6309) was...
6512	Pot Holes	Closed	04/07/2024		Hernandez,Baldo	South of the clubhouse on the street leading...
6641	Pot Holes	Closed	04/10/2024		Hernandez,Baldo	Multiple potholes in the area
6683	Pot Holes	Closed	04/11/2024		Hernandez,Baldo	Photo attached
6736	Pot Holes	Closed	04/13/2024		Hernandez,Baldo	Large Pot hole
6738	Pot Holes	Closed	04/13/2024		Hernandez,Baldo	Potholes on West side of Conway & Tom...
6742	Pot Holes	Closed	04/14/2024		Hernandez,Baldo	intersection of 8th St. & Keralum
7164	Pot Holes	Open	04/26/2024	05/01/2024	Hernandez,Baldo	2203 Pecos St
7190	Pot Holes	Open	04/26/2024	05/01/2024	Hernandez,Baldo	Previously submitted request not completed
7257	Pot Holes	Open	04/29/2024	05/04/2024	Hernandez,Baldo	Glasscock& Trinity
7259	Pot Holes	Open	04/29/2024	05/04/2024	Hernandez,Baldo	holes & sinking street at railroad crossing. ...



- 1 123 N Sol Dorado St
- 2 1704 East 21st Street, Mission
- 3 1709 Liz Dr
- 4 2004 Tiffany Dr
- 5 2107 Clavel Dr
- 6 2108 Betty Dr
- 7 2109 Clavel Dr
- 8 2311 Nicole Drive, Mission
- 9 3302 Santa Laura St
- 10 4206 San Gabriel St

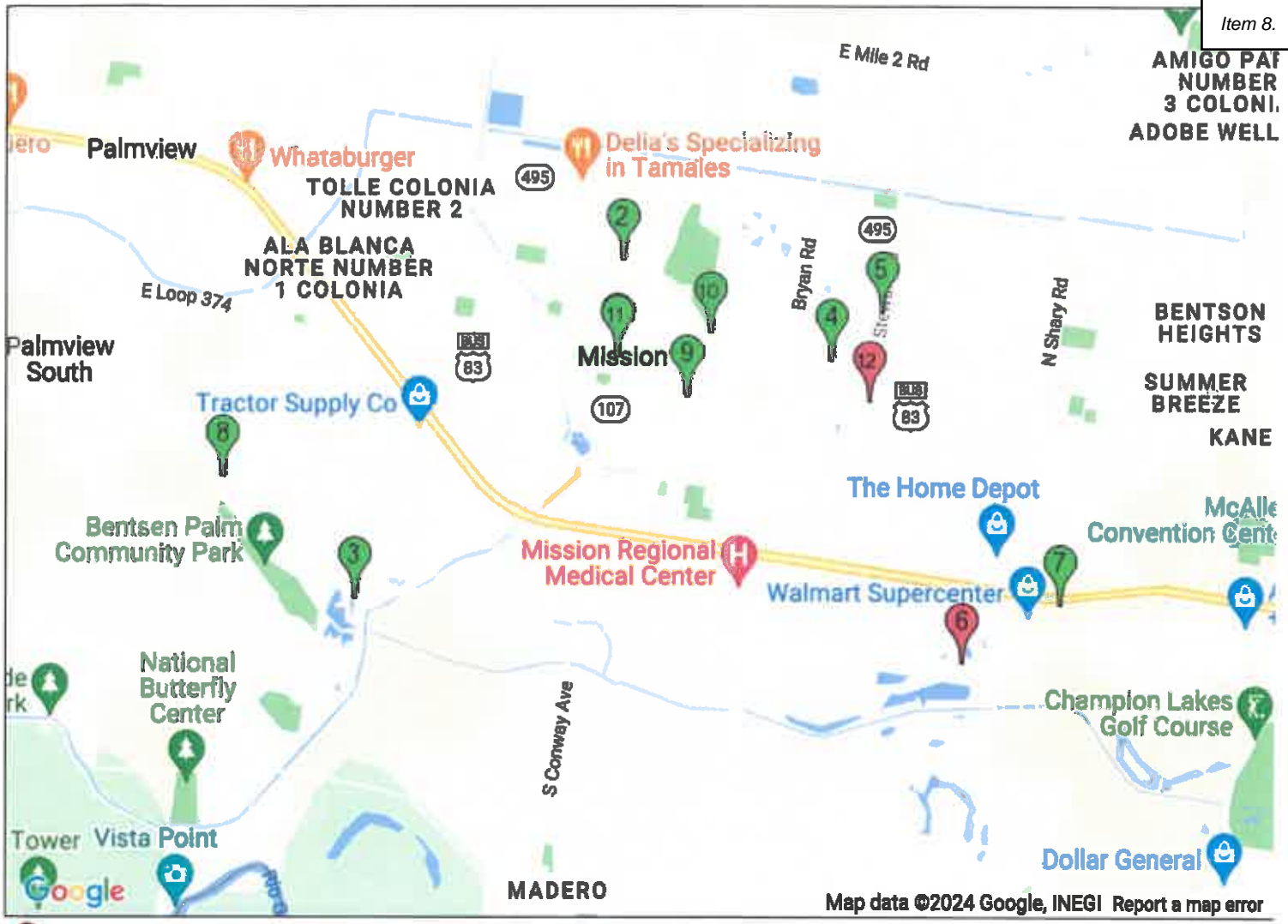
 622 Leal St

 702 Lago Ct, Mission

 803 Brazos St

Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description
6327	Mosquitoes	Closed	04/01/2024		Lugo ,Yesenia	mosquitoes are horrible. can't even go out...
6372	Mosquitoes	Closed	04/02/2024		Lugo ,Yesenia	Mosquitoes
6472	Mosquitoes	Closed	04/04/2024		Lugo ,Yesenia	Mosquitos
6511	Mosquitoes	Closed	04/07/2024		Lugo ,Yesenia	mosquitos due to extreme weed and height of...
6552	Mosquitoes	Closed	04/08/2024		Lugo ,Yesenia	Mosquito Complaint
6553	Mosquitoes	Closed	04/08/2024		Lugo ,Yesenia	Mosquitos
6605	Mosquitoes	Closed	04/09/2024		Lugo ,Yesenia	Mosquito Complaint
6636	Mosquitoes	Closed	04/10/2024		Lugo ,Yesenia	Mosquito Complaint
6666	Mosquitoes	Closed	04/10/2024		Lugo ,Yesenia	lots of mosquitoes
7254	Mosquitoes	Closed	04/29/2024		Lugo ,Yesenia	Complaint for mosquitoes at San Pedro...
7287	Mosquitoes	Open	04/30/2024	05/15/2024	Lugo ,Yesenia	Mosquito spraying requested.
7293	Mosquitoes	Open	04/30/2024	05/15/2024	Lugo ,Yesenia	Mosquito complaint for this neighborhood. ...
7294	Mosquitoes	Open	04/30/2024	05/15/2024	Lugo ,Yesenia	Mosquito Complaint.

Item 8.



- 1 100-148 W Tom Landry Blvd, Mission
- 2 108 Cleo Dawson Street, Mission
- 3 1300 Circle Dr, Mission
- 4 1376-1398 Elm Dr, Mission
- 5 1601-1745 N Stewart Rd, Mission
- 6 2203 Pecos St, Mission
- 7 2420 IH-2 E, Mission
- 8 612 S Schuerbach Rd, Mission
- 9 700-798 N Keralum Ave, Mission
- 10 801 E 12th St, Mission



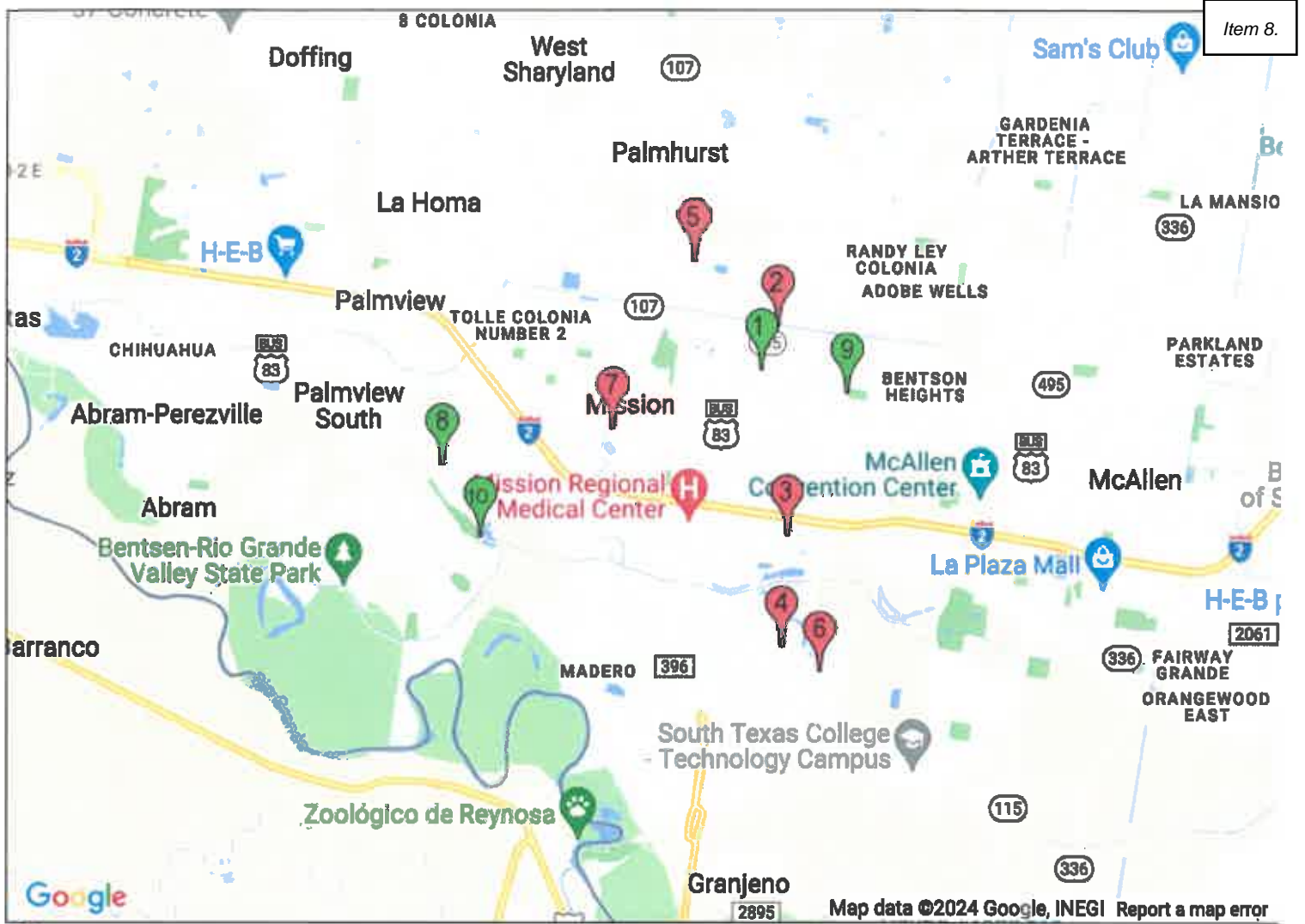
919 N Conway Ave, Mission



N Stewart Rd, Mission

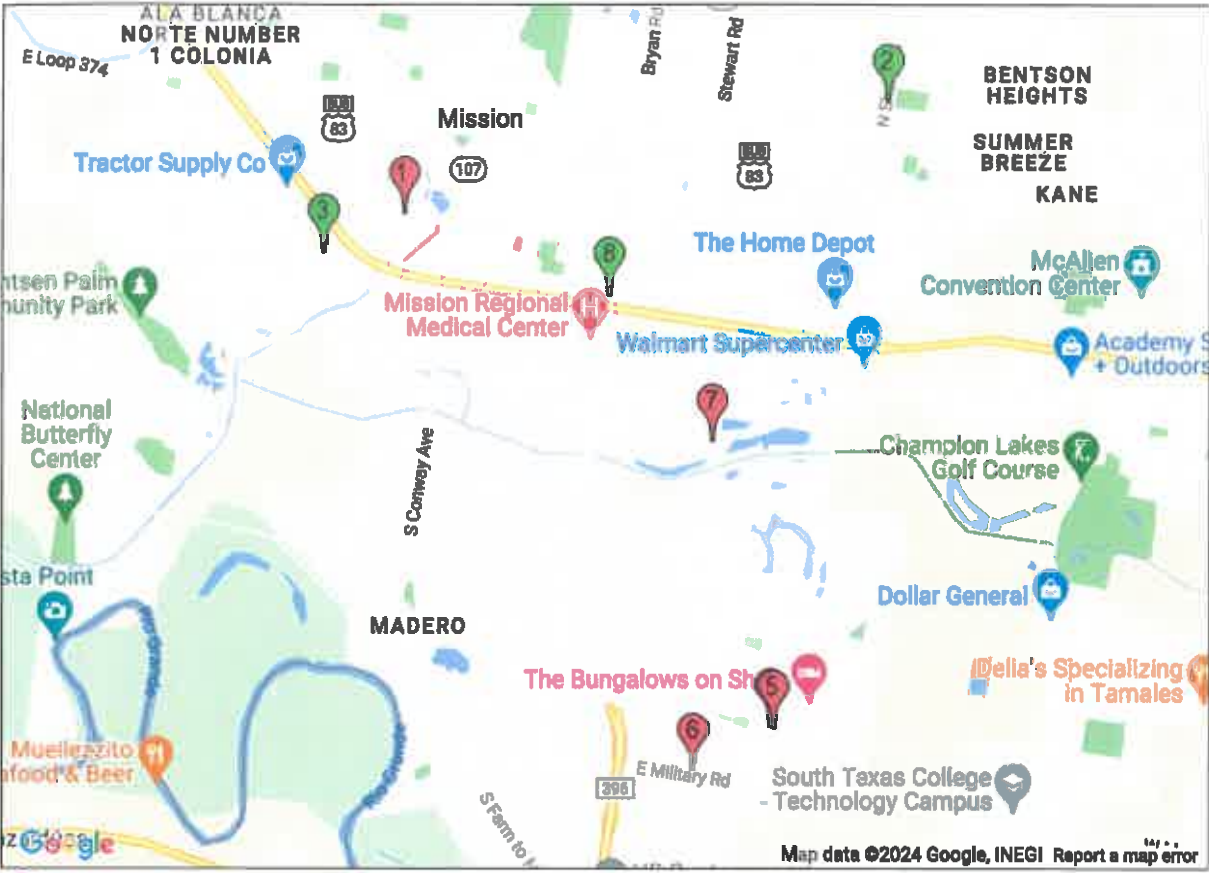
Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description
6492	Obstruction-Trees/Branches	Closed	04/05/2024		Diaz,Gabriel	buen día esos árboles están en la parte de...
6584	Obstruction-Trees/Branches	Closed	04/08/2024		Diaz,Gabriel	grass is very long and smells like something...
6665	Obstruction-Trees/Branches	Open	04/10/2024	04/15/2024	Diaz,Gabriel	This large tree is on City property and is...
6682	Obstruction-Trees/Branches	Open	04/11/2024	04/16/2024	Diaz,Gabriel	tree branches obstructing wires
6698	Obstruction-Trees/Branches	Closed	04/11/2024		Diaz,Gabriel	palms trees need to be trims maintenance
6824	Obstruction-Trees/Branches	Closed	04/16/2024		Diaz,Gabriel	Photo attached
6967	Obstruction-Trees/Branches	Closed	04/20/2024		Diaz,Gabriel	Photo attached
7111	Obstruction-Trees/Branches	Open	04/24/2024	04/29/2024	Diaz,Gabriel	Photo attached
7173	Obstruction-Trees/Branches	Open	04/26/2024	05/01/2024	Diaz,Gabriel	Photo attached
7174	Obstruction-Trees/Branches	Open	04/26/2024	05/01/2024	Diaz,Gabriel	Photo attached
7192	Obstruction-Trees/Branches	Open	04/27/2024	05/02/2024	Diaz,Gabriel	Please cut down tree . It is on city property...
7278	Obstruction-Trees/Branches	Open	04/30/2024	05/05/2024	Diaz,Gabriel	low hanging trees thru out S shary...

Item 8.



- 1 1513 Terrace Dr, Mission
- 2 1609 E 24 1/2 St, Mission
- 3 2006 Brazos Ct, Mission
- 4 3108 Los Milagros Rd, Mission
- 5 3115 Sierra Court
- 6 3806 San Clemente, Mission
- 7 601 Perkins Ave, Mission
- 8 612 Mina De Oro, Mission
- 9 Bannworth Park, Mission
- 10 Lake View Dr, Mission

Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description
6325	Streets/Signs	Closed	04/01/2024		Diaz, Gabriel	stop sign broken at end of street of S Mina...
6326	Streets/Signs	Closed	04/01/2024		Diaz, Gabriel	Downed Sign
6759	Streets/Signs	Closed	04/15/2024		Diaz, Gabriel	Photo attached
6760	Streets/Signs	Open	04/15/2024	04/25/2024	Diaz, Gabriel	Car blocking stop signs. Two way stop and on...
6893	Streets/Signs	Open	04/17/2024	04/27/2024	Diaz, Gabriel	I have a 7 year old son who has autism and...
6945	Streets/Signs	Closed	04/19/2024		Diaz, Gabriel	Speed limit sign down on Lakeview Drive...
7026	Streets/Signs	Open	04/22/2024	05/02/2024	Diaz, Gabriel	There is a three-way stop sign at this...
7127	Streets/Signs	Open	04/24/2024	05/04/2024	Diaz, Gabriel	What is the speed limit on Shary south of the...
7128	Streets/Signs	Open	04/24/2024	05/04/2024	Diaz, Gabriel	street at the end of cul de sac is caving in
7258	Streets/Signs	Open	04/29/2024	05/09/2024	Diaz, Gabriel	On Brazos Street and Brazos Court there is a...



-  101 Canal St, Mission
-  1804 North Shary Road, Mission
-  313 Bertha Avenue, Mission
-  3407 San Fabian St, Mission
-  3409 San Fabian St, Mission
-  4500 W Military Hwy, Mission
-  511 Rio Grande Dr, Mission
-  909 South Bryan Road, Mission



RIO GRANDE VALLEY STATE VETERANS CEMETERY

MONTHLY REPORT



RGV State Veterans Cemetery

2520 South Inspiration Road • Mission, Texas 78572

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



Interments April

Rio Grande Valley State Veterans Cemetery - (Mission)							
March - 2024	Double Depth	Standard	Columbarium	In-Ground	Scatter Garden	Memorial Garden	Total
Veterans	0	5	14	9	0	0	28
Spouses	3	1	2	2	0	0	8
Family Members	0	0	0	0	0	0	0
Total	3	6	15	11	0	0	36
Percentage of Total	8.33%	16.67%	41.44%	30.56%	0.00%	0.00%	100.00%

Rio Grande Valley State Veterans Cemetery - Plot Availability and Utilization Report						
	Total Plots	Plots Utilized	Plots Available	% Utilized	% Available	
Estimate of Total Plots Planned for RGV SVC	25,090	3,958	21,132	15.77%	84.22%	
RGV SVC - Total Plots in Developed Areas	9,255	3,958	5,297	42.77%	57.22%	
RGV SVC - Availability of Casketed Burial Option in Developed Areas	4,430	2,295	2,135	51.80%	48.19%	
RGV SVC - Availability of Cremation Burial Option in Developed Areas	3,825	1,625	2,200	42.48%	57.52%	
RGV SVC - Availability of Memorial Plot Option in Developed Areas	1,000	38	962	3.80%	96.20%	



RGV State Veterans Cemetery

2520 South Inspiration Road • Mission, Texas 78572

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



Events and Ceremonies Information
No events scheduled for April, 2024

Upcoming Events:
Dedication Ceremony Day, May 18, 2024
Memorial Day, May 27, 2024



RGV State Veterans Cemetery

2520 South Inspiration Road • Mission, Texas 78572

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



Completed Projects:

- Irrigation Audit for April 2024 completed
- Water Conservation Action Plan –On-going 4/2024
- Lowering Device maintenance –Completed 4/2024
- Removal of 80% non-usable equipment 11/24/2023
- 2020 File Migration Completed- pending VLB direction
- 2021 File Migration Completed- pending VLB direction
- Completed Section 34–Realignment & Resetting

Ongoing Projects Pending- VLB OAR- Funded:

- 72” Mower repairs (VLB OAR approved pending pa/rt)
- Compressor replacement (VLB OAR pending approval)
- Sweeper for Tool Cat VLB (OAR pending approval)
- Power washing areas with mold with the cemetery
- CSR in training for 90 days-Training Plan
- Maintenance Tech in training for 90 days-Training Plan
- Headstone Alignment device being maintenance

Ongoing Projects Pending:

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

VLB Funded (In-Progress)

Re-alignment on 1,000 Flat Marker/ Headstone

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

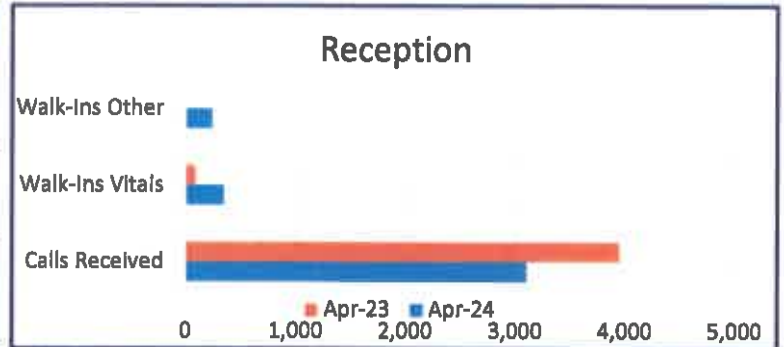
VA Grant Applications Pending:

- 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 – APRIL 2024



Reception			
Calls Received	3,114	April 2023	
Walk-Ins – Vitals	350	Calls Received	3,958
Walk- Ins Other Departments	243	Walk-Ins	95



Vital Statistics				
	April 2024	YTD 2024	April 2023	YTD 2023
Birth Records Registered	141	1,102	126	1,008
Birth Records Issued	485	3,293	436	3,455
Death Records Registered	66	308	38	312
Death Records Issued	110	496	34	520
Funds Received	\$12,021	\$80,537	\$10,356	\$84,113

Cemetery:					
2023-2024	Laurel Hill	San Jose	Catholic	Baby Space	YTD 23/24
Burials	2	0	1	0	36
Sold Spaces	0	0	0	0	0
2022-2023	Laurel Hill	San Jose	Catholic	Baby Space	YTD 23/24
Burials	1	0	4	0	38
Sold Spaces	0	0	0	0	0



Grants Activity Report- April 2024

Grant Name	Funding Agency	Department	Application Amount	Matching Amount	Due Date	Status
FY22 FEMA Flood Mitigation Assistance (FMA)	TWDB	Executive	\$ 320,000	10%		Submitted-Tracking
FY22 Building Resilient Infrastructure and Communities (BRIC)	TDEM	Executive	\$ 415,000	25%		Submitted-Tracking
FY23 Community Wildfire Defense Grant	USDA	Fire	\$ 250,000	None		Submitted-Tracking
FY25 Bullet-Resistant Shield	OOG	PD	\$ 49,219.00	None		Submitted-Tracking
FY25 Rifle Resistant Body Armor	OOG	PD	\$ 189,505.00	None		Submitted-Tracking
FY25 Criminal Justice Program	OOG	PD	\$ 133,967.64	None		Submitted-Tracking
FY25 Project Safe Neighborhood	OOG	PD	\$ 49,680.00	None		Submitted-Tracking
FY24 SHSP-LETPA	OOG	PD	\$ 125,000	None		Submitted-Tracking
FY24 SHSP-Regular	OOG	PD	\$ 113,911.05	None		Submitted-Tracking
FY24 SHSP-Regular	OOG	Fire	\$ 133,142	None		Submitted-Tracking
FY25 Local Border Security Program	OOG	PD	\$ 190,000	None		Submitted-Tracking
FY25 Operation Lone Star	OOG	PD/FIRE	\$ 5,000,000	None		Submitted-Tracking
FY25 Border Zone Fire Dept.	OOG	Fire	\$ 250,000	None		Submitted-Tracking



Grants Activity Report- April 2024

Grant Name	Funding Agency	Department	Application Amount	Award Amount	Matching Amount	Status
FY 24-25 Regional Solid Waste Grant Program	LRGVDC	Sanitation	\$ 30,000	\$ 30,000	10%	Awarded
FY23 Transportation Alternatives Set-Aside	RGVMPO	Executive	\$ 200,000	\$ 200,000	25%	Awarded
FY23 Operation Stone garden	OOG	PD	\$ 325,000	\$ 325,000	None	Awarded/Active
FY23 COPS Hiring Program	DOJ COPS	Police	\$ 1,771,398.15	\$ 1,000,000	25%	Awarded/Active
FY24 General Victim Assistance Grant Program	OOG	Police	\$ 50,000	\$ 50,000	None	Awarded/Active
FY24 Local Border Security Program	OOG	Police	\$ 190,000	\$ 190,000	None	Awarded/Active
FY23 SHSP LETPA	OOG	Police	\$ 56,142.35	\$ 58,544.24	None	Awarded/Active
OVAG-Victim Services	OAG	Police	\$ 84,000	\$ 49,500	None	Awarded/Active
Animal Welfare Organization	Petco Love	Health	\$ 35,000	\$ 30,000	None	Awarded/Active
La Cuchilla Drainage Improvement Project	TXGLO	Executive	\$ 1,000,000	\$ 997,236.75	1%	Awarded/Active
Astroland Drainage Improvement Project	TXGLO	Executive	\$ 1,000,000	\$ 999,162	1%	Awarded/Active
Trail Connectivity Project	VBLF	Park	\$ 500,000	\$ 500,000	None	Awarded/Active
FY22 Justice and Mental Health Program	BJA	Police	\$ 388,001.38	\$ 229,962.91	(Year 1) 20%	Awarded/Active
Better Cities for Pets	Mars Petcare Program	Health	\$ 20,000	\$ 20,000	None	Awarded/Active
Lions Park Development	AEP	Parks	\$ 30,000	\$ 30,000	None	Awarded/Active
All-Inclusive Lions Park	TPWD	Parks	\$ 1,500,000	\$ 750,000	\$750,000	Awarded/Active
			Grand Total: \$	5,509,406.00		

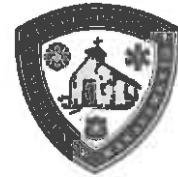
Office of Emergency Management



Overall Status: **Green**

Month end status report

April 2024



Status: Color Legend

- On Track: Mission capable to date
- High Risk: At risk, with a high risk of going off track
- At Risk: Milestones missed but date intact
- Off track: Date will be missed if action not taken

OEM Monthly Status:

- STEAR Registration message is pushed out to public and getting responses
- Ramping up the Disaster Finance Team
- Working with the City of Palmhurst, coordinating efforts
- Revised the Emergency Operations Plan (EOP), ready for signatures May 15th
- We are pushing out the Hot Weather Safety messages through Social Media
- Hurricane Preparedness message has begun, this will be on going up to the start of Hurricane Season

Issues:

- Finalizing staffing and personnel cost codes
- Gathering equipment cost codes, aligning our equipment with FEMA
- Finalizing the City of Mission EM Org Chart
- Working on pre-positioned contract for debris & brush removal
- Conducting pre-disaster assessments on all City Facilities, Infrastructure & Equipment
- Working on continuity of operations for our dispatch – PD & FD

Accomplishments:

- EOC fully operational
- Completed the T-600 Disaster finance training for the Disaster Finance Team
- Open lines of communication with State & Local Partners

Milestones for the next 30 days:

- Hurricane preparedness media push (Cable TV, Social Media, Website etc.) educating the public
- City of Mission EM Org Chart complete
- Recruit City Staff and Volunteers to fill key positions
- City asset list (pumps, generators and other equipment)
- Engage with the Community Emergency Response Teams (CERT)
- Work on the Incident Management Team (IMT)
- Continue to make improvements in the hourly and equipment reporting

Milestones for the next 60 days:

- Continue with EOC staff training and proficiency
- Build depth in ISTAT & pSTAT trained staff

	<ul style="list-style-type: none"> • Continue in rehearsing key EM elements • Review overall EM reporting processes to be more efficient
Areas/questions for discussion:	Volunteer Operations Center (VOC); Volunteer Organizations Active in Disaster (VOAD) Long Term Recovery Committee.
Last month's issues forwarded to this month:	N/A

Contact Information

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

David Flores, EMC

Office: 956-580-8662

Mobile: 956-432-9369

Email: dflores@missiontexas.us

Chief Adrian Garcia, Deputy EMC

Office: 956-580-8704

Mobile: 956-929-8704

Email: agarcia@missiontexas.us

Project Abstract

The Office of Emergency Management (OEM) coordinates with Hidalgo County emergency management program to prepare, prevent, plan, respond and recover from all-hazard events. The OEM develops, maintains and implements the ability to direct, control, manage and coordinate emergency operations in cooperation with local, State and Federal governmental and private sector agencies.

Preparing the County for Emergencies

- County wide Incident Management System: All emergencies within the county are managed in accordance with NIMS/ICS principles.
- Continuity of Operations Planning (COOP): OEM manages the County COOP program, which ensures essential public services are available during/following emergencies.
- Emergency Planning: OEM develops, maintains, and coordinates a comprehensive emergency management plan with Hidalgo County and neighboring Municipalities within the County.
- Training and Exercises: OEM conducts responder and staff training and exercises to test plans and response capabilities to identify areas of improvement.
- Incident Monitoring: OEM monitors local, regional, national incidents for their impact on the county in order to provide decision makers with vital information and warning.

Coordinating Emergency Response and Recovery

- **Emergency Operations Center (EOC):** During major events the EOC is the focal point for information coordination, resource requests, and decision making.
- **Incident Management:** OEM provides on-scene command, control, and communications.
- **Incident Management Team (IMT):** OEM participates in regional Incident Management Team providing regional/local jurisdictions with a cadre of NIMS trained staff support to local Incident Commanders.
- **Public Warning:** OEM coordinates with elected/appointed decision makers, Public Information Officer, and surrounding entities to provide vital warning and information to the public.
- **Recovery and Relief:** Following an emergency, OEM works with government agencies, businesses, and non-profit organizations aiding and relief to citizens in Hidalgo County.



Information Technology

Departmental Report April 2024

Information Technology Department Overview

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

Equip new and existing units with new Technology

Equip units with In new in car video system, and tablet. In Progress about 92 % complete.

Multifactor Authentication

Purchase and configure Multi Factor Authentication to strengthen security posture. Implementation phase.

Public Safety Application

Migrate New World Enterprise PD application and data to new server environment and Upgrade to latest version. Testing Phase. Estimated Go Live July.

Work Orders

The goal is to close tickets within 48 hours. Priority work orders are worked on first.

Windows 10 End of life

Windows 10 is reaching its end of life. All city computers need to be upgraded to windows 11. About 70% Complete.

Tyler Data Archive

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

Library Patron Computers

Upgrade hard drives and RAM. 5% complete

Time Clocks

Time clocks city wide. Purchasing phase. Estimated completion May 31, 2024

MISSION MUNICIPAL COURT

Apr-24

Y-T- D COMPARISO	2024	2023	APRIL COMPARISON	2024	2023
FEEES & FINES TOTAL	\$1,016,425.34	\$1,035,208.84	FEEES & FINES TOTAL	\$194,407.81	\$120,825.05
LOCAL FINES	\$343,628.42	\$354,258.00	LOCAL FINES	\$70,474.87	\$41,840.97
LOCAL COSTS AND FEES	\$80,284.82	\$76,704.14	LOCAL COSTS AND FEES	\$15,036.86	\$9,895.02
COLLECTIONS FOR STAT	\$592,512.10	\$604,246.70	COLLECTIONS FOR STATE	\$108,896.28	\$69,089.06
TOTAL COLLECTIONS	\$1,016,425.34	\$1,035,208.84	TOTAL COLLECTIONS	\$194,407.81	\$120,825.05

VIOLATIONS

STATE LAW	3989	3412	TOTAL VIOLATIONS	1304	869
TRAFFIC	4234	4260	CASES:		
PARKING	24	20	TOTAL PAID	914	668
CITY ORDINAN	284	287	OTHER COMPLETED	506	242
EDUCATION CI	67	10	TOTAL	1420	910
TOTAL	8598	7989			

CASES:

TOTAL PAID	4616	5026	ISSUED	1817	1387
OTHER COMPLETED	2249	1891	CLEARED	1575	991

WARRANTS:

ISSUED

STATE LAW	4933	5449
TRAFFIC	3310	3827
PARKING	12	17
CITY ORDINAN	145	184
EDUCATION CI	7	10
TOTAL	8407	9487

CLEARED

STATE LAW	4652	4751
TRAFFIC	3270	3368
PARKING	10	9
CITY ORDINAN	169	284
EDUCATION CI	27	26
TOTAL	8128	8418

A Total of 60 Juvenile Cases were filed.
 1582 Hours of Community Service were granted.



**BOYS & GIRLS CLUB
OF MISSION**

Directors Report April 2024

- **Programs**
 - BGCM continued Afterschool, bus transportation and MCISD meal program.
 - BGCM continued preparations for summer program.
 - BGCM secured food program partnerships with Mission CISD and Sharyland ISD.
 - BGCM began to contact civic organizations as well as educational institutions who can provide volunteers to assist during summer program to help offset staffing costs.
- **Athletics**
 - Began baseball registration
 - BGCMission will run independent league this season as Pony Baseball was not beneficial to our growth and league values.
- **General**
 - BGCM has begun searching for grants and funding on the local, state and federal level to help offset program and staffing costs
 - BGCM CEO and Organizational Development Supervisor have begun Tier 1 training curriculum and will be attending BGCA Advanced Leadership Training in September.
 - BGCM and 4 other local clubs have contracted a grant writer as awarded by BGCA to help garner funds for daily operations.



**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: May 13, 2024

PRESENTED BY: Susana De Luna, Planning Director

AGENDA ITEM: Rezoning: Tract #1 A tract of land containing 1.52 acres, more or less, out of a 3.56 acre tract out of Lot 285, John H. Shary Subdivision; Tract #2 A 1.76 acre tract of land out of Lot 285, John H. Shary Subdivision, (AO-I) Agricultural Open Interim to (C-3) General Business, Rolando & Olivia Pena, and Adoption of Ordinance#____
- De Luna

NATURE OF REQUEST:

On May 1, 2024, the Planning and Zoning Commission held a Public Hearing to consider the rezoning request. The subject site is located approximately 330' south of E. Mile 2 Road along the east side of Shary Road. There was public opposition during the P&Z Meeting. The concerns voiced were in regards to increased traffic, children's safety, and no restaurants or bar & grill's that would add more noise to the area. A petition reflecting 41% opposition has been submitted to staff. The board unanimously recommended denial of a C-3 (General Business) but approval of a C-1 (Office Building). If the City Council is inclined to overturn P&Z recommendation a 4/5th vote would be required.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Denial.

Departmental Approval: N/A

Advisory Board Recommendation: Denial of a C-3 (General Business), approval of a C-1 (Office Building)

City Manager's Recommendation: Denial of C-3, approval of C-1 *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 TRACT #1: A TRACT OF LAND CONTAINING 1.52 ACRES, MORE OR LESS, OUT OF A 3.56 ACRE TRACT OUT OF LOT 285, JOHN H. SHARY SUBDIVISION, AND TRACT #2: A 1.76 ACRE TRACT OF LAND OUT OF LOT 285, JOHN H. SHARY SUBDIVISION, (AO-I) AGRICULTURAL OPEN INTERIM TO (C-1) OFFICE

WHEREAS, the City Council of the City of Mission finds that during consideration of the rezoning request of May 1, 2024, the Planning and Zoning Commission of the City of Mission upon duly recognized motion and second, voted to recommend to the City Council that the rezoning shown below be granted.

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Monday, May 13, 2024, in the Council Chambers of the City Hall to consider the following rezoning:

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

Legal Description	From	To
Tract #1: A tract of land containing 1.52 acres, more or less, out of a 3.56 acre tract out of Lot 285, John H. Shary Subdivision	AO-I	C-1
Tract #2: A 1.76 acre tract of land out of Lot 285, John H. Shary Subdivision		

READ, CONSIDERED AND PASSED, this the 13th day of May, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



WATER TOWER

SKALLEY

MENDOZA

WELLY

MANGIN

EL TIGRE No. 27

CRISTO

284

PALACIOS SUB-1

CANTU DEL RIO

STONEGATE DR.

PHASE II

FLAMINGO AVE.

PHASE I

GRANITE DR.

PEBBLE DR.

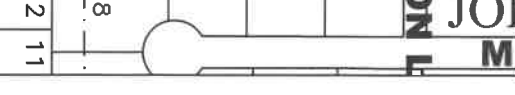
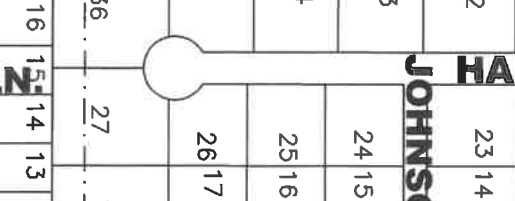
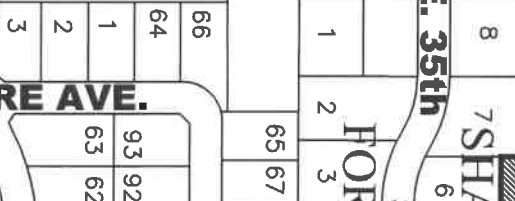
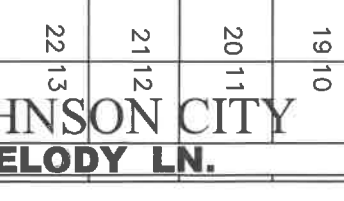
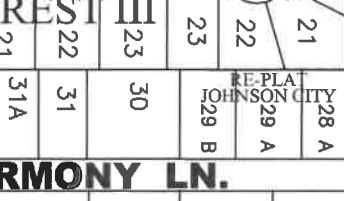
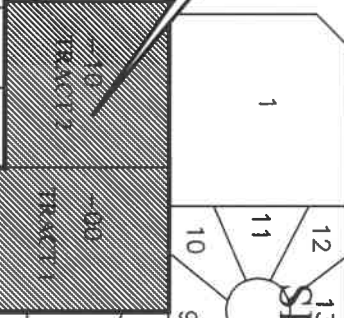
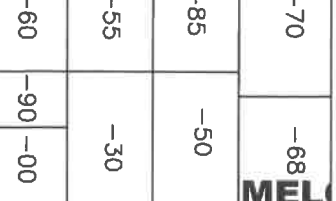
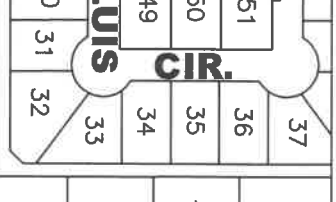
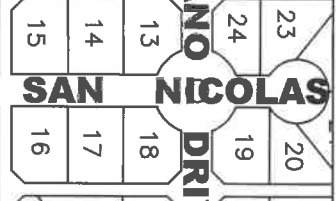


SITE LOCATION

E. 2 MILE RD.

SHARY RD. (F.M.494)

SHARY RD.



CITY OF MISSION

HIDALGO COUNTY, TEXAS

1201 E. 8th Street

MISSION, TX 78572

PH: (956) 380-8672

FAX: (956) 380-8680

ITEM# 1.1

REZONING:

Tract #1: A tract of land containing 1.52 acres, more or less, out of a 3.56 acre tract out of Lot 285, John H. Shary Subdivision &

Tract #2: A 1.76 acre tract of land out of Lot 285, John H. Shary Subdivision AO-I to C-3 Rolando & Olivia Pena

REVIEW DATA

The property is located approximately 330’ south of E. Mile 2 Road along the east side of Shary Road.

SURROUNDING ZONES:

N:	C-2 & R-1A	– Neighborhood Commercial & Large Lot Single Family
E:	R-1	– Single Family Residential
W:	R-1	– Single Family Residential
S:	R-1	– Single Family Residential

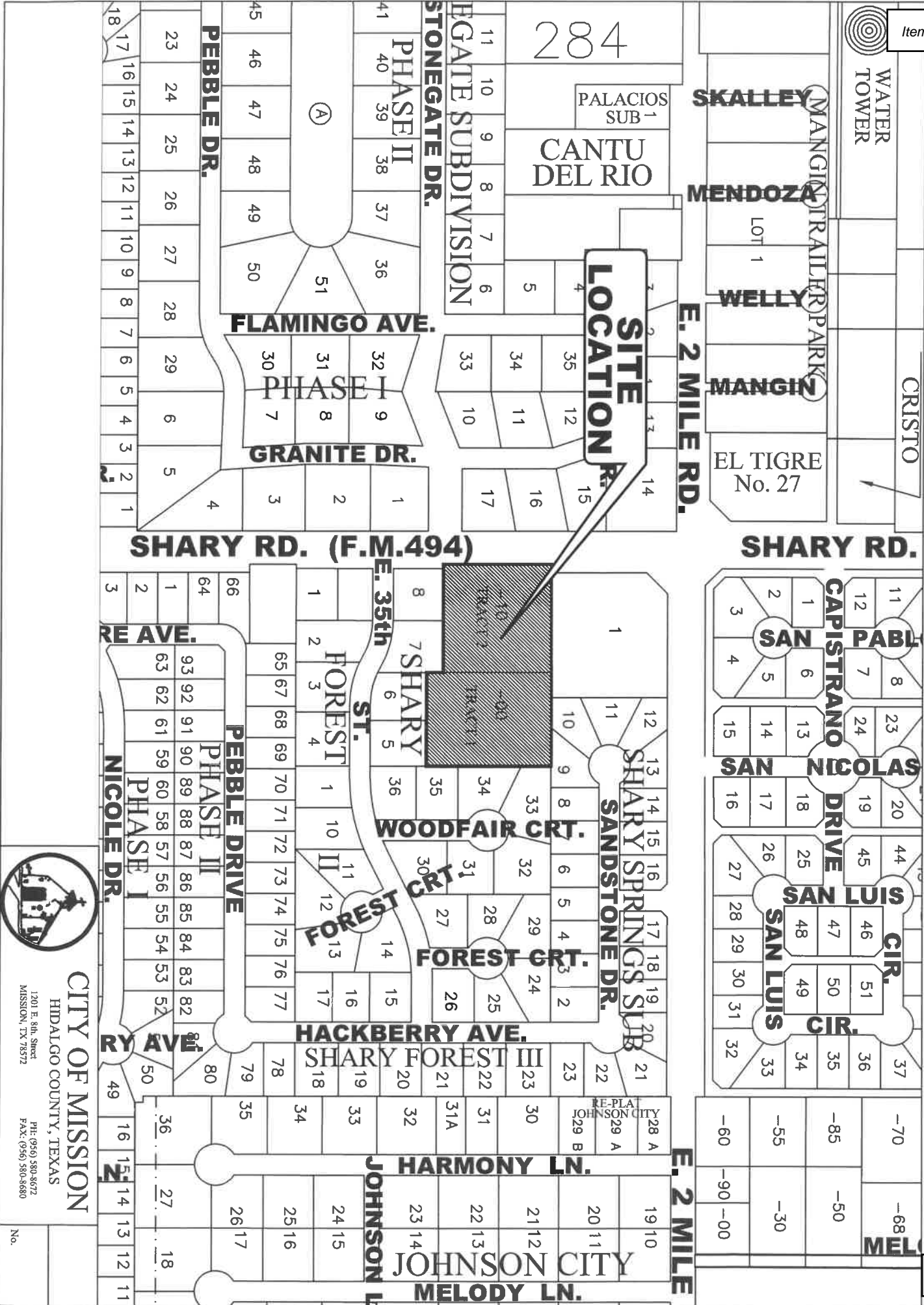
EXISTING LAND USES:

N:	Commercial & Residential
E:	Residential
W:	Residential
S:	Residential
Site:	Residential & Acreage

FLUM: Lower Density Residential (LDA)

REVIEW COMMENTS: The proposed zone does not comply with the City’s Future Land Use Map, and surrounding land uses. The Future Land Use Map is a tool used by staff to determine what the City envisions in the area; however, it can be amended from time to time. Staff notes that these tracts of land are mainly surrounded by residential homes, although there is a C-2 (Neighborhood Commercial Zone), immediately north of the property, which are typically seen or located in major intersections only. Staff mailed 34 notices to property owners within a 200’ radius of the site to solicit comments in favor or against this request. As of the date of this write-up, staff has not received any comments. The request before the Board is for an even higher density, than what’s in the area for that reason staff cannot support the request.

RECOMMENDATION: Staff recommends denial.



CITY OF MISSION
 HIDALGO COUNTY, TEXAS

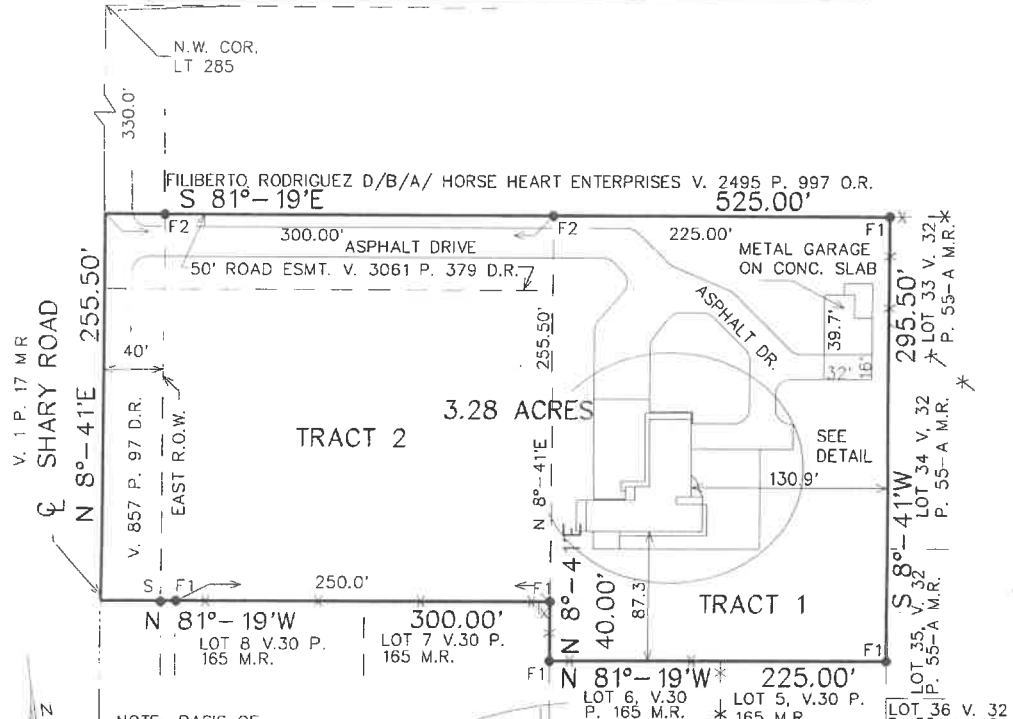
1201 E. 8th Street
 MISSION, TX 78572

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

No.



pe
PENA ENGINEERING
1000 WHITEWING • P.O. BOX 4320
682-8812 • McALLEN, TEXAS 78502 • FAX 631-PENA

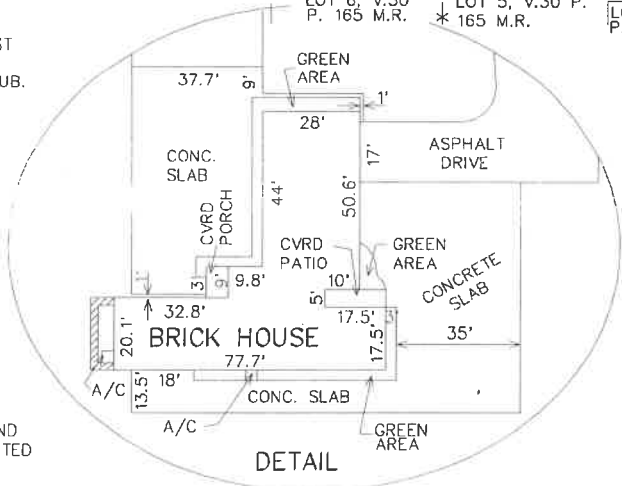


NOTE: BASIS OF BEARING, THE WEST LINE OF LOT 285 JOHN H. SHARY SUB. V. 1 P. 17 M.R.

SCALE: 1"=100'
CAD5: 2TJHS285L

- LEGEND
- F1- FOUND 1/2" DIAMETER IRON ROD
 - F2- FOUND 5/8" DIAMETER IRON ROD
 - R.O.W.- RIGHT OF WAY
 - *-X- 6' CEDAR FENCE

NOTE: EASEMENTS, RIGHTS, RULES, AND REGULATIONS IN FAVOR OF UNITED IRRIGATION DISTRICT.



BUYER'S NAME: _____

FLOOD ZONE: By GRAPHICAL PLOTTING

Community Panel No. 480334 0400 C Map revised Nov 16, 1982

- 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 discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements except as shown on this plat.

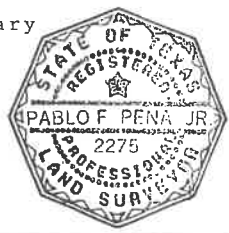
ADDRESS: _____

LEGAL DESCRIPTION: Plat showing 3.28 acres in lot 285 John H. Shary Subdivision

ACCORDING TO THE PLAT RECORDED IN VOLUME 1 PAGE 17
OF THE Map RECORDS OF Hidalgo COUNTY TEXAS.

6-16-99
DATE

Pablo F. Pena Jr.
REG. PROFESSIONAL LAND SURVEYOR



S2770-00-000-0002-00 (552591)
 CABRERA JOSE P & CHUGIT
 2400 E 35TH ST
 MISSION TX 78574

S2770-00-000-0003-00 (552592)
 TEXAS REGIONAL BANK
 PO BOX 5555
 MCALLEN TX 78502

S2770-00-000-0004-00 (552593)
 GARCIA GARY M & KIMBERLY M
 2406 E 35TH ST
 MISSION TX 78574

S2770-00-000-0005-00 (552594)
 RUSH ROBERT ALDEN
 2407 E 35TH ST
 MISSION TX 78574

S2770-00-000-0006-00 (552595)
 MARTIN GLEN & LILIANA
 2405 E 35TH ST
 MISSION TX 78574

S2770-00-000-0007-00 (552596)
 WILLS CHARLES & JANICE G
 2403 E 35TH ST
 MISSION TX 78574

S2770-00-000-0008-00 (552597)
 GARCIA JOSE L & JULIA V
 2401 E 35TH ST
 MISSION TX 78574

S2770-02-000-0009-00 (574389)
 BRYAN JAMES A JR & ROSALINDA T
 2500 E 35TH ST
 MISSION TX 78574

S2770-02-000-0010-00 (574390)
 MUNIZ JESUS & NORA E
 2502 E 35TH ST
 MISSION TX 78574

S2770-02-000-0011-00 (574391)
 CAMACHO MARIANO & LESLIE
 3003 FOREST CIR
 MISSION TX 78574

S2770-02-000-0030-00 (574398)
 DUENAS OSCAR & CARMEN
 3100 WOOD FAIR CT
 MISSION TX 78574

S2770-02-000-0031-00 (574399)
 ROBERTS KEVIN J
 3102 WOOD FAIR CT
 MISSION TX 78574

S2770-02-000-0032-00 (574400)
 CUELLAR WILLIAM R & ROSA ISELA
 3104 WOOD FAIR CT
 MISSION TX 78574

S2770-02-000-0033-00 (574401)
 OPTION ONE MORTGAGE LOAN TRUST
 6200 S QUEBEC ST STE 300
 GREENWOOD VLG, CO 80111-4720

S2770-02-000-0034-00 (574402)
 SCHULLER MANFRED R
 PO BOX 3241
 MCALLEN TX 78502

S2770-02-000-0035-00 (574403)
 CEPEDA JOSE H & MARIA G
 3103 WOOD FAIR CT
 MISSION TX 78574

S2770-02-000-0036-00 (574404)
 RICCI STEPHEN & PATRICIA
 3101 WOOD FAIR CT
 MISSION TX 78574

S2950-00-000-0285-00 (281461)
 PENA ROLANDO M & OLIVIA R
 3206 N SHARY RD
 MISSION TX 78574

S2950-00-000-0285-37 (502706)
 ALCOCER CYNTHIA EDEE GARCIA & JOHN
 3008 N SHARY RD
 MISSION TX 78574

S6450-00-000-0001-00 (291005)
 POIRIEZ DAVID RAY
 3006 GRANITE DR
 MISSION TX 78574

S6450-00-000-0002-00 (291006)
 GRANADOS AMALIA & FELIPE
 3004 GRANITE DR
 MISSION TX 78574

S6450-00-000-0014-00 (291018)
 BALDERAS MA ISABEL & ALBERTO
 3106 GRANITE DR
 MISSION TX 78574

S6450-00-000-0015-00 (291019)
 CONFIDENTIAL
 3104 GRANITE DR
 MISSION TX 78574

S6450-00-000-0016-00 (291020)
 CASTILLO JOSEPH & TAMMY
 3102 GRANITE DR
 MISSION TX 78574

S6450-00-000-0017-00 (291021)
 DEL BOSQUE MARIO
 3100 GRANITE DR
 MISSION TX 78574

S2974-00-000-0001-00 (701322)
 SHARY 2 MILE RETAIL PARTNERS LTD
 1207 ANTOINE DR
 HOUSTON TX 77055

S2974-00-000-0007-00 (701328)
 ALANIS JUAN A JR & MARLET R
 2500 SANDSTONE DR
 MISSION TX 78574

S2974-00-000-0008-00 (701329)
 ROCHA ELIO
 2408 SANDSTONE DR
 MISSION TX 78574

S2974-00-000-0009-00 (701330)
 IGLESIAS IRVIN GABRIEL
 2406 SANDSTONE DR
 MISSION TX 78574

S2974-00-000-0010-00 (701331)
 RODRIGUEZ FILIBERTO
 3000 GRANITE DRIVE
 MISSION TX 78574

S2974-00-000-0011-00 (701332)
GUZMAN JOSE R & CLAUDIA
2403 SANDSTONE DR
MISSION TX 78574

S2974-00-000-0012-00 (701333)
RODRIGUEZ FILIBERTO
3000 GRANITE DRIVE
MISSION TX 78574

S2974-00-000-0013-00 (701334)
VALADEZ PEDRO J & CAROLINA
2407 SANDSTONE DR
MISSION TX 78574

S2974-00-000-0014-00 (701335)
BENAVIDES CESAR A & LINDA J
2409 SANDSTONE DR
MISSION TX 78574

PETITION AGAINST REZONING

4/30/2024

TO: CITY OF MISSION – MISSION CITY COUNCIL

RE: THE REZONING OF SUBJECT PROPERTY FROM (AO-I) TO (C-3 GENERAL BUSINESS) or REZ24-11

SUBJECT PROPERTY LEGAL DESCRIPTION:

Tract 1: A tract of land containing 1.52 acres, more or less, out of a 3.56 acre tract out of Lot 285 John H. Shary Subdivision; Tract 2: A 1.76 acre tract of land out of Lot 285, John H. Shary Subdivision



We, the undersigned, are Mission residents who live within a 200 foot radius of the Subject Property and we hereby petition the Mission City Council to **reject the application for reclassification as it is currently written** and that the subject property not be granted a C-3 General Business classification. We stand firmly against such a measure and want to make our voice heard clearly.

Be it known, however, that the undersigned residents WOULD NOT stand against a C-1 classification which would allow the applicant to use the property for a home-to office conversion without doing larger scale development such as retail strip centers, autobody shops or convenience stores / gas stations.

Additionally, we petition the council that if a rezoning of **ANY** commercial classification is approved, that the applicant or any future buyers of subject property be required to erect an **8 ft solid masonry wall between adjacent residents and the subject property before any commercial development is allowed to commence**. This is vital to adjacent residents to prevent sound disturbances as well as to provide a measure of safety from vehicle traffic on subject property. We thank the council for their consideration of this matter.

Signed by:

Address:

	2401 E. 35 th Street Mission
Julia V. Garcia	2401 E. 35 th St. Mission
Jose and Cynthia Selzer	2402 E. 35 th Street Mission
Kim Durazo Mary Garcia	2406 E. 35 th Street Mission
	2407 E. 35 th Street Mission
Kevin J. Roberts	3102 Woodfare Ct. Mission

NAME	Address
Wendy Roberts 3102 WoodFair Ct. Mission, TX 78574	3102 WoodFair Ct, Mission, TX
Manfred Schuller 3105 WOODFAIR CT. MISSION, TX 78574	3105 WoodFair Ct, Mission
Maria G. Caritei	3103 Wood Fair Ct. Mission, TX 78574
Jose Cepeda	3103 Wood Fair Ct. Mission, TX 78574
Joe Guzman	2403 Sandstone Dr, Mission, TX 78574
John L. Wrench	3000 N Shary Rd 78574
Alex 2405 E Elen Martin	2405 E 35 th St Mission, TX 78574
Patricia Summers	2500 E. 35 th , Mission, TX 78574
Oscar Duenas	3100 Woodfair Ct. TX 78574
Irvin Iglesias	2406 SANDSTONE, Mission, 78574
Pedro Valadez	2407 2407 Sandston Dr mission TX
Elio Rocha	2408 Sandstone Dr, mission,
CHARLES & JANICE WILIS	2403 E. 35 th St, Mission, TX 78574
Stephen Ricci	3101 WOODFAIR CT, MISSION TX 78574
Patricia Ricci	3101 WOOD FAIR CT MISSION TX 78574

Petition Against Rezoning

Map of Petitioners

The following map shows the homes of the petitioners, highlighted in yellow and their proximity to the subject property (circled in red) applying for rezoning.





CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 13, 2024
PRESENTED BY: Susana De Luna, Planning Director
AGENDA ITEM: Conditional Use Permit: Mobile Food Truck – Churros Don Ramon, 2509 Colorado Street, Ste. 201, Lot 1, Block 2, Santa Lucia Development, C-3, Juan Chapa, and Adoption of Ordinance#_____ - De Luna

NATURE OF REQUEST:

On May 1, 2024 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site is located near NW corner of Colorado and Taylor Road along the north side of Colorado Street. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Staff recommends approval subject to: 1) 1 year re-evaluation in order to assess this new operation; 2) Must comply with all City Codes (Building, Fire, Health, etc.); and 3) Must acquire a business license prior to occupancy.

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 _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A CONDITIONAL USE PERMIT FOR A MOBILE FOOD TRUCK –
CHURROS DON RAMON, 2509 COLORADO STREET, STE. 201, LOT 1, BLOCK 2,
SANTA LUCIA DEVELOPMENT**

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of May 1, 2024, the Planning and Zoning Commission of the City of Mission upon duly recognized motion and second, voted to recommend to the City Council that the conditional use permit shown below be granted.

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Monday, May 13, 2024, in the Council Chambers of the City Hall to consider the following conditional use permit:

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

Legal Description	Type	Conditions of Approval
Lot 1, Block 2, Santa Lucia Development 2509 Colorado Street, Ste. 201	Mobile Food Truck – Churros Don Ramon	1) 1 year re-evaluation in order to assess this new operation; 2) Must comply with all City Codes (Building, Fire, Health, etc.); and 3) Must acquire a business license prior to occupancy.

READ, CONSIDERED AND PASSED, this the 13th day of May, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ITEM# 1.2

CONDITIONAL USE PERMIT: Mobile Food Truck- Churros Don Ramon
 2509 Colorado Street, Ste. 201
 Lot 1, Block 2, Santa Lucia Development
 C-3
 Juan Chapa

REVIEW DATA

The subject site is located near the NW corner of Colorado and Taylor Road along the north side of Colorado Street – **see vicinity map**. The applicant is leasing a space on the Mobile Food Park and would like to place his mobile food truck to offer Churros (Mexican deep-fried pastry's). Access to the site will be provided off of Colorado or Taylor Road through existing 24' driveways.

- **Days & Hours of Operation:** Tuesday – Sunday from 5:00 pm to 10:00 pm
- **Employees:** 2 employees
- **Parking & Landscaping:** The Mobile Food Park measures 134' x 72' for a total of 9,648 sq. ft. Based on the square footage they are required 23 parking spaces. The landlord has a total of 67 parking spaces available for this area and has submitted a written agreement to use the parking spaces from the commercial plaza if needed.
- **Other Requirements:** Must comply with all Building, Fire and Health Codes.

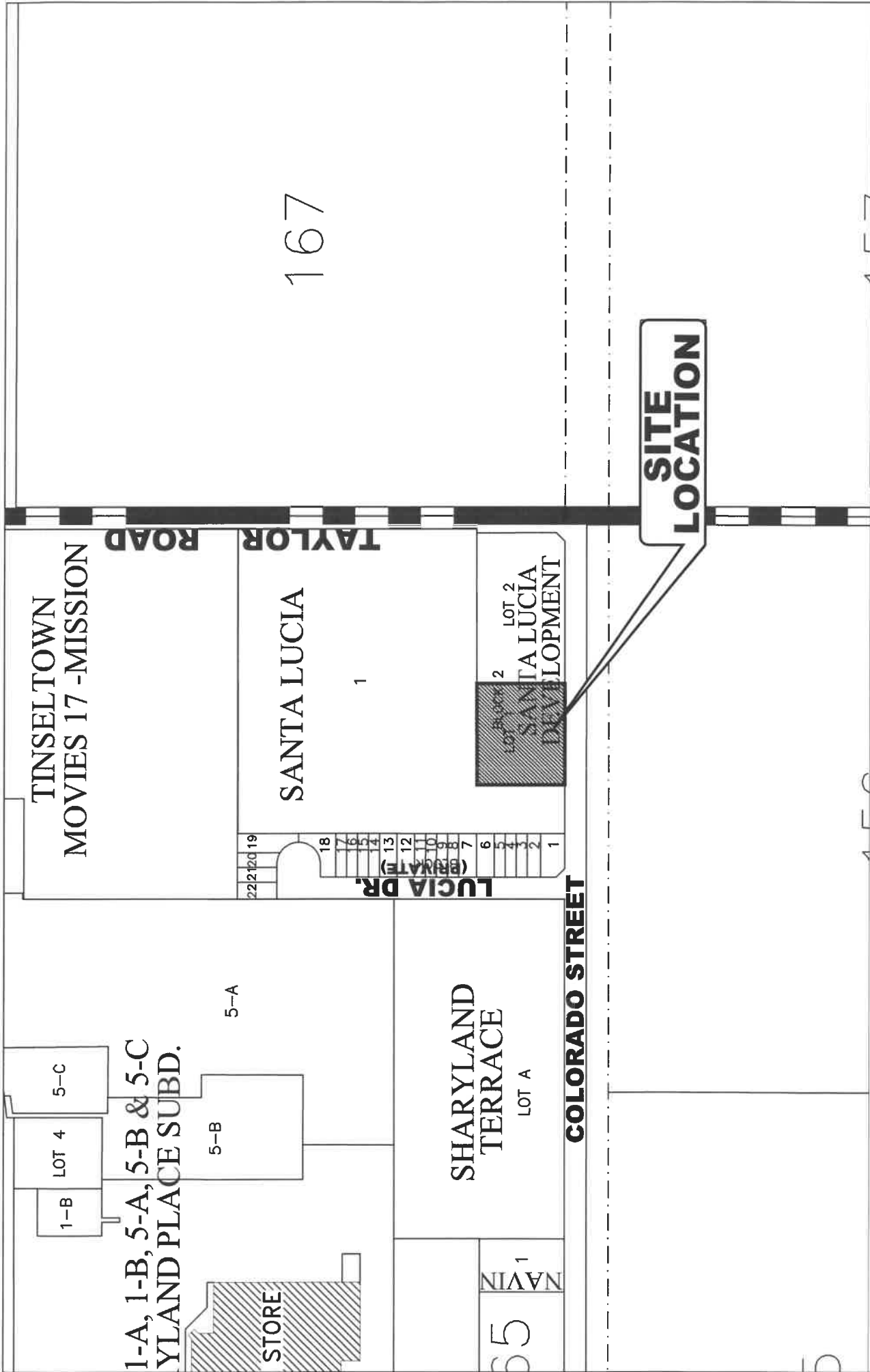
REVIEW COMMENTS: Staff mailed out 17 notices to property owners within 200' radius and staff has not received any comments in favor or against the request.

RECOMMENDATION: Staff recommends approval subject to:

- 1) 1 yr. re-evaluation in order to assess this new operation,
- 2) Must comply with all City Codes (Building, Fire, Health, etc.) and
- 3) Must acquire a business license prior to occupancy.



CITY OF MISSION
HIDALGO COUNTY, TEXAS
1201 E. 8th Street
MISSION, TX 78572
PH: (956) 580-8672
FAX: (956) 580-5680



SITE LOCATION

167

TINSELTOWN MOVIES 17 -MISSION ROAD

TAYLOR

SANTA LUCIA

1

LOT 2
SANTA LUCIA
DEVELOPMENT

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

LUCIA DR.

SHARYLAND TERRACE

LOT A

COLORADO STREET

LOT 4 5-C

1-B

1-A, 1-B, 5-A, 5-B & 5-C
YLAND PLACE SUBD.

5-B

5-A

STORE

55
1





"CHURROS DON RAMON"

MENU

*Main product

Churros / Mexican deep fried pastry

- Sauce / syrup

Nutella

Cajeta

Lechera

honey

- Fruit spread

Strawberry

Pineapple

Ice cream

- Vanilla
- Chocolate
- Strawberry

DRINKS

- Water
- Cockes
- Hot milk chocolate
- cold milk chocolate

BUSINESS HOURS

TUESDAY – SUNDAY 5:00 PM – 10:00 PM

Only 2 employees will be required to operate the concession trailer.

S2950-00-000-0156-00 (280830)
 SHIN FOUNDATION I LTD
 1401 W ESPERANZA AVE
 MCALLEN TX 78501

S1818-00-000-0001-00 (961125)
 SANTA LUCIA AT BENTSEN LAKES LLC
 2603 E 3 MILE RD
 PALMHURST TX 78573

S1819-00-001-0001-00 (1071560)
 VILLAS ST LUCIA OWNERS ASSOCIATIC
 620 S 12TH ST
 MCALLEN TX 78501

S1819-00-001-0002-00 (1071561)
 RAMIREZ BLANCA ALICIA
 921 LUCIA DR
 MISSION TX 78572

S1819-00-001-0003-00 (1071562)
 GASECA LLC
 1110 S CLOSNER BLVD
 EDINBURG TX 78539

S1819-00-001-0004-00 (1071563)
 TGR CAPITAL LLC
 329 S MCCOLL RD
 MCALLEN TX 78504

S1819-00-001-0005-00 (1071564)
 RAMIREZ TANIA YANET
 915 LUCIA DR
 MISSION TX 78572

S1819-00-001-0006-00 (1071565)
 CONFIDENTIAL
 913 SANTA LUCIA DR
 MISSION TX 78572

S1819-00-001-0007-00 (1071566)
 QUINTANILLA ARNOLDO JR & MAYRA A
 911 SANTA LUCIA DR
 MISSION TX 78572

S1819-00-001-0008-00 (1071567)
 SAYCOCIE AKHASONE & MARICARMEN
 909 LUCIA DR
 MISSION TX 78572

S1819-00-001-0009-00 (1071568)
 FALCON IVAN
 907 LUCIA DR
 MISSION TX 78572

S1819-00-001-0010-00 (1071569)
 FERNANDEZ KARLA O DURAN
 905 SANTA LUCIA DR
 MISSION TX 78572

S1819-00-001-0011-00 (1071570)
 GARCIA SERGIO I
 903 SANTA LUCIA DR
 MISSION TX 78572

S1819-00-001-0012-00 (1071571)
 SANCHEZ TERESA IRMA
 901 SANTA LUCIA DR
 MISSION TX 78572

S1819-00-001-0013-00 (1071572)
 CENTRO COMERCIAL PLAZA SEBASTIA
 819 SANTA LUCIA DR
 MISSION TX 78572

S1819-00-002-0001-00 (1071582)
 MDM REAL ESTATE DEV LLC
 329 MCCOLL RD
 MCALLEN TX 78501

S1819-00-002-0002-00 (1071583)
 MDM REAL ESTATE DEV LLC
 329 MCCOLL RD
 MCALLEN TX 78501



MINUTES

PRESENT:

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

ABSENT:

ALSO PRESENT:

Pete Jaramillo
Emitio Salinas
Irma Flores Lopez
Margaux Steele
Pete Cruz
Noel Salinas
Jennifer Vasquez
Rebecca Ramirez Gearhart
Hilda Flores
Denise Cruz
Alicia Cavazos
Albert Runn

STAFF PRESENT:

Anais Chapa, Assistant City Secretary
David Flores, Asst. City Manager
Juan Pablo Terrazas, Asst. City Manager
Andy Garcia, Asst. City Manager
Adrian Garcia, Fire Chief
Michael Elizalde, Director of Grants & Strategic Dev.
Susie De Luna, Planning Director
Alex Hernandez, Assistant Planning Director
Noemi Munguia, HR Director
Abram Ramirez, IT Director
Abel Bocanegra, P.E., City Engineer
Cesar Torres, Chief of Police
JC Avila, Fleet Director
Yenni Espinoza, Library Director
Roel Mendiola, Sanitation Dept. Director
Jesse Lerma Civil Service Director
Kenia Gomez, Media Relations Director
Stephen Kotsatos, Health Director
Jose Silva, Internal Auditor
Brad Bentsen, Parks & Recreation Director
Amy Tijerina, Community Events Director
Jesse Lerma, Civil Service/311 Director
Charlie Longoria, Media Relations
Alex Fajardo, Media Relations
Humberto Garcia, Media Relations

STAFF PRESENT:

Joel Chapa, Police Officer
Veronica Longoria, Police Officer
Joshua Longoria, Police Officer

REGULAR MEETING

CALL TO ORDER AND ESTABLISH QUORUM

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

INVOCATION AND PLEDGE ALLEGIANCE

Councilwoman Jessica Ortega led the invocation and Pledge of Allegiance.

DISCLOSURE OF CONFLICT OF INTEREST

None

PRESENTATIONS

1. Proclamation - Olivia Guerra 101st Birthday – Carrillo

Councilwoman Ortega moved to approve the Proclamation – Olivia Guerra 101st Birthday. Motion was seconded by Mayor Pro Tem Ruben Plata and approved unanimously 5-0.

2. Proclamation - World Wish Day – Carrillo

Mayor Pro Tem Plata moved to approve the Proclamation – World Wish Day. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

3. 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.

4. Proclamation - National Small Business Week - Brenda Enriquez

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

5. Proclamation - Economic Development Week - Teclo Garcia

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

6. March 2024 Employee of the Month – Munguia

Noemi Munguia, Human Resources Director, presented Sergeant Adrian Alejandro as the employee of the month for the month of March. Mr. Alejandro was nominated by Chief Torres and Officer Salinas-Rincon. Sergeant Alejandro had always been a great asset to the department and has always been kind, fair and disciplined. On March 16, 2024, Alejandro was performing his duties when he responded to a call where shots were fired. A subject shot Alejandro, who returned fire. During the incident, Sergeant Alejandro displayed courage, maintained his composure and demonstrated compassion towards the aggressor.

7. Report from the Rio Grande Valley Humane Society - Lillian Kim

Lillian Kim, Board President of the Rio Grande Valley Humane Society, began by thanking the city and council for their support at their gala the previous weekend. She also thanked Councilwoman Ortega for the beautiful words she spoke at the event. Ms. Kim then gave an update on the overall operations of the animal shelter. The save rate for the month of March was 85.24%. There was an intake of 210 animals, 76 were adopted, 47 were reclaimed, 24 were transferred out, 48 were returned to field, 14 were euthanized, 133 animals were fostered, 180 went through the community vaccination clinic and 52 were spayed and

neutered. Ms. Kim was excited to announce that an Eagle Scout was able to provide three dog play runs for the animal shelter as part of his Eagle Scout project.

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

Brenda Enriquez, Mission Chamber of Commerce President, spoke about upcoming events such as: April 24th Customer Service Webinar, April 24th Chamber Mixer, April 30th Ground Breaking Ceremony for Serenity Fields, Ribbon Cutting for Fiber Expansion for AT&T, May 23rd Annual Golf Tournament. They are celebrating National Small Business Week next week by having \$5 “Shop Local” t-shirts.

9. Departmental Reports – Perez

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

10. Citizen's Participation – Garza

Mike Silva spoke about the Fire Based EMS program that was recently launched. Mr. Silva stated that since its initiation, the program had been very successful. The fire department's objective was to provide excellent service and through this program they residents now had a quicker response time. He also provided council with data supporting the fact that the program has been successful since being implemented.

Irma Flores Lopez, 1201 Keralum, stated that she remembered Ms. Olivia Guerra as she visited her story plenty of times when she was younger. Ms. Flores reiterated what Mr. Silva said about the Fire Based EMS services that the fire department was now providing to residents. She felt that the community was in better hands with the fire based EMS services and it was a great investment. She was also glad to see that the city is proactive in providing services and information for crime victims by having events such as the one scheduled for this week. Lastly, she touched base on Item #29 of the agenda from last week's meeting. She was thankful for the opportunity to speak at meetings.

Amy Tijerina, Community Events Director, introduced Mr. Ted Prukop and Kristina Silva of the Texas Citrus Fiesta Board. Mr. Prukop noted that they had over sixty entries for the new Texas Citrus Fiesta Logo contest. After reviewing all entries, Mr. Abraham Solis's design was chosen as the winner. Mr. Solis was awarded \$500 from Texas Citrus Fiesta. Mr. Solis stated he was excited to have his logo chosen. He put a lot of thought and detail into the design because he wanted to symbolize the tradition that had been kept alive all these years.

PUBLIC HEARING

PLANNING & ZONING RECOMMENDATIONS

11. Rezoning: Lot 103, Ala Blanca Subdivision out of Unit #3, (R-1) Single Family Residential to (C-3) General Business, San Juana E. Casas & Yolanda Casas Luna, and Adoption of Ordinance#5475 - De Luna

On April 17, 2024, the Planning and Zoning Commission held a Public Hearing to consider the rezoning request. The subject site was near the NW corner of Ala Blanca Avenue and Business Highway 83 (Loop 374). There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

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

There were no comments.

Upon motion by Mayor Pro Tem Plata seconded by Councilman Vela and approved unanimously, the public hearing was closed.

Mayor Pro Tem Plata moved to approve the Rezoning: Lot 103, Ala Blanca Subdivision out of Unit #3, (R-1) Single Family Residential to (C-3) General Business, San Juana E. Casas & Yolanda Casas Luna, and Adoption of Ordinance#5475. Motion was seconded by Councilman Vela and approved unanimously 5-0.

ORDINANCE NO. 5475

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A REZONING LOT 103, ALA BLANCA SUBDIVISION, (R-1) SINGLE FAMILY RESIDENTIAL TO (C-3) GENERAL BUSINESS

12. Rezoning: A 0.78 acre tract of land out of Lot 265, John H. Shary Subdivision, (AO-I) Agricultural Open Interim to (C-3) General Business, Guadalupe & Alberto Ramon, and Adoption of Ordinance#5476 - De Luna

On April 17, 2024, the Planning and Zoning Commission held a Public Hearing to consider the rezoning request. The subject site was located approximately ¼ mile north of E. Griffin Parkway (FM 495) along the east side of Shary Road. There was public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

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

Emitio Salinas, engineer for project, stated that they wanted to place a commercial are on this lot and then town homes in the back (which would be reviewed on the next item). They would like to have the commercial plaza as a buffer for the townhomes. Due to the size of the lots, the only thing that would be feasible for the area would be townhomes. They would be stand alone townhomes.

Upon motion by Mayor Pro Tem Plata seconded by Councilwoman Ortega and approved unanimously, the public hearing was closed.

Mayor Pro Tem Plata moved to approve the Rezoning: A 0.78 acre tract of land out of Lot 265, John H. Shary Subdivision, (AO-I) Agricultural Open Interim to (C-3) General Business, Guadalupe & Alberto Ramon, and Adoption of Ordinance#5476. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

ORDINANCE NO. 5476

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A REZONING A 0.78 ACRE TRACT OF LAND OUT OF LOT 265, JOHN H. SHARY SUBDIVISION, (AO-I) AGRICULTURAL OPEN INTERIM TO (C-3) GENERAL BUSINESS

13. Rezoning: A 4.06 acre tract of land out of Lot 265, John H. Shary Subdivision, (AO-I) Agricultural Open Interim to (R-1T) Townhouse Residential, Guadalupe & Alberto Ramon, and Adoption of Ordinance#5477 - De Luna

On April 17, 2024, the Planning and Zoning Commission held a Public Hearing to consider the rezoning request. The subject site was located approximately ¼ mile north of E. Griffin

Parkway (FM 495) along the east side of Shary Road. There was public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

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

There were no comments.

Upon motion by Mayor Pro Tem Plata seconded by Councilman Vela and approved unanimously, the public hearing was closed.

Mayor Pro Tem Plata moved to approve the Rezoning: A 4.06 acre tract of land out of Lot 265, John H. Shary Subdivision, (AO-I) Agricultural Open Interim to (R-1T) Townhouse Residential, Guadalupe & Alberto Ramon, and Adoption of Ordinance#5477. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

ORDINANCE NO. 5477

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A REZONING A 4.06 ACRE TRACT OF LAND OUT OF LOT 265, JOHN H.
SHARY SUBDIVISION (AO-I) AGRICULTURAL OPEN INTERIM TO (R-1T) TOWNHOUSE
RESIDENTIAL

14. Conditional Use Permit: Home Occupation – Cruz Home Care, 1302 E. Griffin Parkway, All of Lot 1 & West 40' of Lot 2, Enchanted Valley Subdivision, R-1, Pedro Cruz, Jr., and Adoption of Ordinance#5478 - De Luna

On April 17, 2024, the Planning and Zoning Commission held a Public Hearing to consider the rezoning request. The subject site was located approximately ¼ mile north of E. Griffin Parkway (FM 495) along the east side of Shary Road. There was public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

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

There were no comments.

Upon motion by Mayor Pro Tem Plata seconded by Councilwoman Marissa Gerlach and approved unanimously, the public hearing was closed.

Councilwoman Ortega inquired what the future land use map looked like for 495 since she had noticed more businesses coming up along that area.

Ms. De Luna, Planning Director, stated they have seen a lot more interest in commercial businesses along this area.

Mayor Pro Tem Plata moved to approve the Conditional Use Permit: Home Occupation – Cruz Home Care, 1302 E. Griffin Parkway, All of Lot 1 & West 40' of Lot 2, Enchanted Valley Subdivision, R-1, Pedro Cruz, Jr., and Adoption of Ordinance#5478. Motion was seconded by Councilman Vela and approved unanimously 5-0.

ORDINANCE NO. 5478

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A CONDITIONAL USE PERMIT HOME OCCUPATION– CRUZ HOME CARE,
1302 E. GRIFFIN PARKWAY, ALL OF LOT 1 & WEST 40' OF LOT 2, ENCHANTED VALLEY

SUBDIVISION

15. Conditional Use Permit: Regulated Consumer Finance Lender Office on property zoned (C-2) Neighborhood Commercial, 1821 N. Shary Road, Ste. 2, Lot 1, Bannworth Business Center, C-2, Lendmark Financial Services, LLC., and Adoption of Ordinance#5479 - De Luna

On April 17, 2024, the Planning and Zoning Commission held a Public Hearing to consider the rezoning request. The subject site was located approximately ¼ mile north of E. Griffin Parkway (FM 495) along the east side of Shary Road. There was public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

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

There were no comments.

Upon motion by Mayor Pro Tem Plata seconded by Councilwoman Ortega and approved unanimously, the public hearing was closed.

Mayor Pro Tem Plata asked what prompted this type of business to need a conditional use permit given the nature of the business.

Ms. De Luna explained that because it was in a C-2 zone, there were more restrictions as to the type of business allowed; therefore, a conditional use permit was required.

Mayor Pro Tem Plata moved to approve the Conditional Use Permit: Regulated Consumer Finance Lender Office on property zoned (C-2) Neighborhood Commercial, 1821 N. Shary Road, Ste. 2, Lot 1, Bannworth Business Center, C-2, Lendmark Financial Services, LLC., and Adoption of Ordinance#5479. Motion was seconded by Councilman Vela and approved unanimously 5-0.

ORDINANCE NO. 5479

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A CONDITIONAL USE PERMIT REGULATED CONSUMER FINANCE LENDER
OFFICE ON PROPERTY ZONED (C-2) NEIGHBORHOOD COMMERCIAL, 1821 N. SHARY
ROAD, STE 2, LOT 1, BANNWORTH BUSINESS CENTER

16. Conditional Use Permit: Sale & On-Site Consumption of Alcoholic Beverages – The Loretto at Mission, 1233 E. Griffin Parkway, Lot 1 & the S. 25' of Lot 2, Block 1, Bel-Aire Heights Subdivision, C-2, LAG Associates, LLC, and Adoption of Ordinance#5480 - De Luna

On April 17, 2024 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site was located on the NW corner of Orange Drive and Griffin Parkway. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

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

There were no comments.

Upon motion by Mayor Pro Tem Plata seconded by Councilman Vela and approved unanimously, the public hearing was closed.

Mayor Pro Tem Plata moved to approve the Conditional Use Permit: Sale & On-Site Consumption of Alcoholic Beverages – The Loretto at Mission, 1233 E. Griffin Parkway, Lot 1 & the S. 25' of Lot 2, Block 1, Bel-Aire Heights Subdivision, C-2, LAG Associates, LLC, and Adoption of Ordinance#5480. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

ORDINANCE NO. 5480

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A
CONDITIONAL USE PERMIT SALE & ON-SITE CONSUMPTION OF ALCOHOLIC
BEVERAGES – THE LORETTO AT MISSION, 1233 E. GRIFFIN PARKWAY, LOT 1 & THE S.
25' OF LOT 2, BLOCK 1, BEL-AIRE HEIGHTS SUBDIVISION

17. Discussion and Action to Amend or Adopt Ordinance for Water Rights., and Adoption of Ordinance#5482- De Luna

On April 17, 2024 the Planning and Zoning Commission held a Public Hearing to consider the request. A directive was given to staff to develop an ordinance to improve the City's ability to more responsibly secure water rights for new subdivisions. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

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

There were no comments.

Upon motion by Mayor Pro Tem Plata seconded by Councilman Vela and approved unanimously, the public hearing was closed.

Mike R. Perez, City Manager, explained what the current process was to secure water rights for new subdivisions and how amending the current ordinance or adopting a new one would be affect the fees.

Mayor Garza asked if this item could be tabled for the moment to be further discussed in executive session.

Mayor Pro Tem Plata moved to table Item 17 to be discussed in executive session. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

Councilwoman Ortega moved to untable this item. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

Mayor Pro Tem Plata moved to Amend Ordinance 1110 for Water Rights., and Adoption of Ordinance#5482 to add that if the developer is unable to convey the required water rights, they will be required to pay a fee of \$3,000 to the City of Mission per municipal acre, leaving out the last sentence of paragraph #4, to take effect immediately. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

ORDINANCE NO. 5482

ORDINANCE AMENDING ORDINANCE #1110, ADOPTED IN SEPTEMBER 28, 1981.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AMENDING CHAPTER 98 SUBDIVISION, SECTION 98-137.-ASSIGNMENT OF WATER RIGHTS TO CITY BY ADDING A FEE TO DEVELOPERS IF WATER RIGHTS ARE NOT CONVEYED OR ACQUIRED

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

18. Approval of Minutes – Carrillo

Regular Meeting – April 08, 2024

19. Acknowledge Receipt of Minutes – Perez

Speer Memorial Library Board – December 12, 2023

Shary Golf Advisory Board – March 6, 2024

Parks & Recreation Board – March 12, 2024

Boys & Girls Club Board of Directors – March 19, 2024

Youth Advocacy Advisory Board – March 19, 2024

20. Authorization to purchase 1000 Residential Refuse Carts from Otto Environmental Systems via HGAC #RC01-21 – 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 Otto Environmental Systems via HGAC contract #RC01-21. Residential carts will now feature a QR code with routing information for both residential and brush as well as tips for proper disposal.

21. Authorization to amend Buy Board Contract from #636-21 to #729-24 for Southern Tire Mart for the purchase of tires for the Sanitation Department for the remainder of the 2023-2024 Fiscal Year- Mendiola

On October 23, 2023 City Council authorized staff to purchase from Southern Tire Mart via BuyBoard #636-21 due to this BuyBoard expiring staff was seeking authorization to purchase via amended BuyBoard #729-24 for the remaining of the contract terms with Southern Tire Mart. Tires would be purchased on an as needed basis for or the Sanitation Department's fleet and special equipment for the remainder of the 2023-2024 Fiscal Year.

22. Authorization to execute second and final one-year renewal option with Scott's Tire Center at 0% increase for Tire Installation, Repair and Service calls for City Vehicles and Special Equipment – Avila

Staff was seeking authorization to execute the second-year and final renewal option with Scott's Tire Center, Bid # 21-236-04-12, to service all City vehicles and special equipment as needed for tire installations and repair/service calls. The contract renewal price would remain the same and will not be increased as per the General Terms and Conditions stipulated on the

contract and the company's renewal letter. The renewal of this contract would be from April 30, 2024 through April 29, 2025.

23. Authorization to change Buy Board Contract from #629-20 to #715-23 for LMG Sales for the purchase of Automotive Parts, Fluids, Maintenance equipment and supplies for Fleet Department Preventative Maintenance - Avila

On October 9, 2023 City Council authorized staff to purchase from LMG via Buy Board # 629-20. Buy Board contract # 629-20 expired on 11/30/2023 and was renewed 12/01/2023 with contract # 715-23. Staff was seeking authorization to purchase via BuyBoard Contract #715-23 for the remaining of the contract terms with LMG Sales. Preventative Maintenance Automotive Parts, Fluids, Maintenance equipment and supplies will be purchased on an as-needed basis for the Fleet Department for the remainder of the 2023-2024 fiscal year.

24. Authorization to extend First One-year renewal for Liquid Aluminum Sulfate for the Water Treatment Plants – Bocanegra

Seeking authorization to exercise the First One-Year Renewal with Chemtrade Chemicals US, LLC; this was the first of two renewal options. The contract term was for one year with the option to renew for two additional one-year renewals. Recommendation was based solely on estimated quantities and orders would be placed on an as needed basis. This agreement would extend Bid No. 23-290-03-24 April 12, 2024 through April 11, 2025.

Liquid Aluminum Sulfate with delivery \$0.11432/LB, with 3.2% increase \$0.118/LB

25. Authorization to extend First One-year renewal for Liquid Ammonium Sulfate for the Water Treatment Plants – Bocanegra

Seeking authorization to exercise the First One-Year Renewal with Chemtrade Chemicals US, LLC; this was the first of two renewal options. The contract term was for one year with the option to renew for two additional one-year renewals. Recommendation was based solely on estimated quantities and orders would be placed on an as needed basis. This agreement would extend Bid No. 23-291-03-24 April 12, 2024 through April 11, 2025.

Liquid Ammonium Sulfate with delivery \$0.192/LB, with 3.2% increase \$0.198/LB.

26. Authorization to award bid for construction of disaster shelter concrete pad and carport utilizing CDBG funds – A. Garcia

The City of Mission accepted and opened 12 bid responses for construction of disaster shelter concrete pad and carport for emergency use during and post disasters. Recommendation was to award to JAX Construction who is the lowest responsive and responsible bidder meeting all specifications. The concrete pad/carport will be used to set-up portable shower/restroom trailer for use at the warming shelter for evacuees before, during and post disasters. Funding provided through the CARES ACT CDBG-CV to prevent, prepare for and respond to the COVID-19 Coronavirus pandemic.

Councilwoman Ortega moved to approve all consent agenda items 18 thru 26 as presented. Motion was seconded by Councilman Vela and approved unanimously 5-0.

At 5:50 p.m., Councilwoman Ortega stepped out of the meeting.

APPROVALS AND AUTHORIZATIONS

27. Final Plat Approval: Washington Lots Subdivision, Being a 0.97 acre tract of land more or less, being the south 845' of the west 1 acre, Lot 92, Mission Acres, R-1, Developer: Julio Cerda, Engineer: South Texas Infrastructure Group - De Luna

On May 10, 2023, the City of Mission entered into a contract agreement with South Texas Landscapes Irrigation and Pest Control LLC for Right-of-Mowing & Maintenance Services. The contract terms were for one-year with two, one-year renewal options based on a 2% increase for the first renewal. Staff was seeking authorization to renew Bid # 23-323-04-14 ROW Contract & Maintenance Services for the first-year renewal option from the original cost of \$175,640.00 with the 2% price increase at a cost of \$179,152.80. A budget amendment may be needed to comply with contractual obligations.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to Final Plat Approval: Washington Lots Subdivision, Being a 0.97 acre tract of land more or less, being the south 845' of the west 1 acre, Lot 92, Mission Acres, R-1, Developer: Julio Cerda, Engineer: South Texas Infrastructure Group. Motion was seconded by Councilman Vela and approved unanimously 4-0.

Councilwoman Ortega rejoined the meeting at 5:53 p.m.

28. Preliminary Plat Approval: Conway Village Subdivision, Being a 19.118 acres out of Lot 36-6, West Addition to Sharyland Subdivision, Suburban E.T.J., Developer: Rimaga, LLC, Engineer: Melden & Hunt, LLC., - De Luna

On April 17, 2024, the Planning and Zoning Commission held a Public Hearing to consider the Preliminary & Final Plat Approval for Conway Village Subdivision. The subject site was located on the southwest corner of W. St. Francis and Conway Ave. -S.H. 107 (Mission Suburban ETJ). There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to Preliminary Plat Approval: Conway Village Subdivision, Being a 19.118 acres out of Lot 36-6, West Addition to Sharyland Subdivision, Suburban E.T.J., Developer: Rimaga, LLC, Engineer: Melden & Hunt, LLC. Motion was seconded by Councilman Vela and approved unanimously 5-0.

29. Approval of Ordinance #5481 Amending Ordinance 4813 regarding Citizens Participation in City Council meetings – Carrillo

The appropriate form must be filled out with the City Secretary prior to calling the meeting to order. Citizen Participation would be limited to agenda items. Public comments regarding an item that was the subject of a public hearing will be heard when the public hearing was held. Speakers must adhere to the time limits (3 minutes) and stay on topic. The Mayor or Presiding Officer, at his or her discretion, may reduce the time as deemed necessary to ensure meeting efficiency. Speaker would follow rules of proper decorum which prohibits any direct or indirect personal attacks towards any member of the council or any city staff the comments made should pertain to city business and should not be threatening in nature. Behavior that failed to yield the floor when the speaker's time was concluded; was not relevant to the agenda item or city business; repeatedly interrupts a Council Member; disturbed the order of the meeting; involved loud, threatening, hostile, abusive, vulgar, or obscene language; or disrupted the Council meeting was prohibited. Any speaker or audience member that violated these rules of conduct or engaged in disruptive behavior may be subject to removal from the meeting. The

Mayor or Presiding Officer would enforce these rules, and a person's failure or refusal to comply with an explicit request or order of the Mayor or Presiding Officer may violate the Texas Penal Code, Section 38.13(a). If rules are violated, the microphone will be turned off and the live feed will be stopped.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve Ordinance #5481 Amending Ordinance 4813 regarding Citizens Participation in City Council meetings. Motion was seconded by Councilman Vela and approved unanimously 5-0.

ORDINANCE NO. 5481

AN ORDINANCE AMENDING ORDINANCE 4813 OF THE CITY OF MISSION AMENDING CHAPTER II – ADMINISTRATION; ARTICLE II - CITY COUNCIL SECTION 2-34 – PROCEDURE FOR PRESENTATIONS TO COUNCIL AND SEC. 2-36. – RULES OF DECORUM; REMOVAL OF PERSONS FROM MEETING, SECTION (C); PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING FOR EFFECTIVE DATE.

30. Approval of Resolution #1900 authorizing City Manager or their designee to evaluate premiums and deductibles for all TMLIRP Insurance products and to take any action as necessary – Flores

City staff recommended that the City Council adopt a resolution authorizing the City Manager or their designee to evaluate premiums and deductibles for all TMLIRP Insurance products and to take any action as necessary.

The proposed resolution and requested authority aim to confirm the City Manager's general authority to adjust as needed to the City's insurance premiums and deductibles. There were annual changes in the insurance market and changes in our rates. The City Manager and/or their designee can track such changes and modify premiums and deductibles across all City insurance lines to ensure that City assets are protected at the best price all while minimizing risk.

City staff had identified four deductibles that can be increased providing the City with a lower premium while minimizing risk. The insurance lines are:

Errors & Omissions Liability deductible increase from \$10,000 to \$25,000;

Property deductible increase from \$1,000 to \$25,000;

Auto Physical Deductible increase from \$500 to \$2,500;

Law Enforcement Liability Deductible increase from \$5,000 to \$10,000.

The change in deductible would result in a credit of \$71,775 with TMLIRP which may be applied to ongoing Workers' Compensation deductible payments for the rest of the fiscal year. The change in deductible would also reduce next year's premium by approximately \$179,000.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve Resolution #1900 authorizing City Manager or their designee to evaluate premiums and deductibles for all TMLIRP Insurance products and to take any action as necessary. Motion was seconded by Councilman Vela and approved unanimously 5-0.

RESOLUTION NO. 1900

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO EVALUATE
INSURANCE PREMIUMS AND DEDUCTIBLES FOR ALL TMLIRP INSURANCE
PRODUCTS AND TAKE ANY ACTION AS NECESSARY

31. Approval of Change Order #1 to Service Agreement with Siddons Martin Emergency Group, LLC. regarding the first one-year renewal option to service the City of Mission Fire Department's apparatuses and special equipment – Avila

On April 10, 2023 City Council authorized staff to enter into a Service Agreement with Siddons Martin for a one-year term. Staff was seeking authorization to approve Change Order #1 (amendment to Exhibit A, Services & Fees) regarding the first one-year renewal option to service the City of Mission Fire Department's apparatuses and special equipment. The extension of this contract would be from April 27, 2024 through April 27, 2025.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve of Change Order #1 to Service Agreement with Siddons Martin Emergency Group, LLC. regarding the first one-year renewal option to service the City of Mission Fire Department's apparatuses and special equipment. Motion was seconded by Councilman Vela and approved unanimously 5-0.

32. Approval of Resolution No. _____ authorizing to revocation of grant award for FY23 COPS Hiring Program with the U.S. Department of Justice, Office of Community Oriented Policing – Elizalde

On May 8, 2023 the Mission Police Department received authorization under resolution 1836 to apply for the FY23 COPS Hiring Program to the U.S. Department of Justice. On November 2, 2023 the Department received the matching grant award in the amount of \$1,000,000.00. The grant would allow the support of eight (8) new officer hires over a 3-year grant period of performance. Since the acceptance of the grant award, the Department had conducted Civil Service Commission Police Officer Entry-Level Examinations and had not been successful in obtaining qualified individuals. Due to the department quickly approaching the grants reasonable timeline for hiring officers, the department found it in the best interest of the city to rescind the contract award in the interest of the program's initiatives.

33. Ordinance # _____ approval to amend Ordinance #5403 rescinding Eight (8) Positions from the Classified Position of Patrolman for FY 2023-24 – J. Lerma

On November 27, 2023, City Council approved Ordinance #5403, approving eight (8) additional positions for the Classified Position of Patrolman for FY 2023-24. At this time, we were requesting approval to rescind the positions that were awarded through the 2023 COPS Hiring Grant.

Mayor Garza recommended that items 32 and 33 be tabled for further review and discussion.

Mayor Pro Tem Plata moved to table items 32 and 33 to be further discussed. Motion was seconded by Councilman Vela and approved unanimously 5-0.

34. Authorization to award bid to Tabeza Holdings for Construction of Restrooms at Astroland and CWV Park – Bentsen

On February 12, 2024, City Council authorized Staff to solicit bids for construction of three (3) restrooms. The City of Mission had accepted and opened twelve (12) bid responses one (1) of

which was deemed incomplete. Staff recommended awarding bid of two (2) restrooms located at Astroland and CWV Park to Tabeza Holdings the lowest responsive and responsible bidder meeting all specifications.

Tabeza Holdings - \$127,724.00

Astroland Park 115 South St. Marie Street - \$60,753.00

CWV Park 115 South Mayberry Rd - \$66,971.00

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to award bid to Tabeza Holdings for Construction of Restrooms at Astroland and CWV Park. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

35. Authorization to award for Agent of Record for Voluntary Products, Group Life, EAP, Section 125 Administration and 457 Plan – Munguia

On March 11, 2024, City Council authorized staff to solicit Request for Proposals for Agent of Record for Voluntary Products (dental, vision, COBRA Administration, long-term disability, short-term disability, voluntary life insurance, Flexible Spending Account (FSA), supplemental insurances (cancer, accident, hospital indemnity and critical illness) medical transport, legal services), Group Life, Employee Assistance Program, Section 125 Administration and 457 Plan. The City of Mission received twelve (12) proposals. Eleven of the twelve proposals were deemed to be acceptable. After evaluating all acceptable proposals, the Committee had determined the top three vendors are: Ortegon Insurance Agency, The Infinitus Group and Lone Star Insurance Services.

Committee recommendation was to award to Lone Star Insurance Services due to their level of service, ease of transition, use of Employee Navigator and Selerix and willingness to negotiate commission rates.

Staff and City Manager recommended approval.

Councilwoman Ortega moved to award Agent of Record for Voluntary Products, Group Life, EAP, Section 125 Administration and 457 Plan to Lone Star Insurance Services. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

36. Authorization to reallocate 2021 Series Bond funding of no more than \$138,636.51 from the Bryan Rd drainage project to the Glasscock Rd drainage project. – Garcia

Authorization to reallocate 2021 Series Bond funding of no more than \$138,636.51 from the Bryan Rd drainage project to the Glasscock Rd drainage project. The Combination Tax and Revenue Certificates of Obligation, Series 2021 and General Obligation Refunding Bonds, Series 2021 have provisioned \$22,000,000 for the streets and drainage projects seen in the attached project listing. Approval was being requested to reallocate no more than \$138,636.51 from the Bryan Rd drainage project (Current Budget = \$1,070,871.93, Actual Expenditures = \$0, Obligated = \$0, Current Balance = \$1,070,871.93), resulting in a new project budget of \$932,235.42, to the Glasscock Rd drainage project (Current Budget = \$4,304,681.61, Actual Expenditures = \$2,821,634.04, Obligated = \$1,483,047.57, Current Balance = \$0), resulting in a new project budget of \$4,443,318.12. The \$138,636.51 would be used to cover the cost of Change Order #2 to the Glasscock Rd drainage project, pending any project credits. The purpose of the bond is to fund costs associated with "(i) street and drainage improvements, utility system improvements, parks improvements, facilities improvements, and land acquisition

and (ii) cost of professional services incurred in connection therewith” as stated in the Official Statement for the 2021 Series bond issuance. Current Bond Counsel Ricardo Perez had reviewed and legally cleared the re-allocation on 4/18/2024. The current budget provided below included the cost of the original contract with the contractor Mor-Wil, L.L.C, of \$3,712,513.56 and Change Order #1 of \$179,059.56, in addition to engineering costs and other associated project costs. Upon re-allocation, the new contract price with Mor-Will, L.L.C. would be \$4,030,209.63.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to reallocate 2021 Series Bond funding of no more than \$138,636.51 from the Bryan Rd drainage project to the Glasscock Rd drainage project. Motion was seconded by Councilman Vela and approved unanimously 5-0.

37. Authorization to approve Change Order #2 for Glasscock Drainage Improvements Project – Bocanegra

The City of Mission was seeking approval for Change Order #2 of the Glasscock Drainage Improvements Project. Unforeseen utility conflicts requiring additional material for storm drain lines, utility adjustments, and concrete paving have prolonged the timeline of the project. The contractor was requesting an extension of 90 days. An additional \$138,636.51 would be added to the contract price. Consequently, City Staff recommended Change Order #2 for the total amount of \$4,030,209.63 and 420 calendar days with the Change Order.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve Change Order #2 for Glasscock Drainage Improvements Project. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

38. Approval of Budget Amendment BA-25 for \$75,738.12 from General Fund Organizational Expense Department to Finance Department for TCP Clock Project – Garcia

Approval of the attached budget amendments:

01-412-64120 Finance - OFFICE EQUIPMENT= \$70,026.87

01-412-44640 Finance - REPAIRS & MAINT.-MACHINERY= \$5,711.25

01-417-94690 Organizational Expenses - JUDGEMENTS AND DAMAGES= \$(50,000.00)

01-417-94670 Organizational Expenses - AID TO OTHER GOVERNMENTS= \$(25,738.12).

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve Approval of Budget Amendment BA-25 for \$75,738.12 from General Fund Organizational Expense Department to Finance Department for TCP Clock Project. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

39. Authorization to purchase biometric time clocks from Timeclock Plus at a cost of \$75,738.12 utilizing NCPA on behalf of Region 14 ESC-TX contract 14-10 – Ramirez

Authorization to purchase biometric time clocks from Timeclock Plus, LLC at a cost of \$75,738.12 utilizing NCPA on behalf of Region 14 ESC-TX contract 14-10. Purchase of 25 new biometric clocks with WiFi adapters and battery back-ups, plus 9 retrofit fingerprinting hardware for 9 existing clocks. \$75,738.12 cost consisted of a one-time \$70,026.87 hardware

fee and \$5,711.25 in hardware support and maintenance fees prorated until 08/13/2024. Annual recurring hardware support and maintenance fees for 25 new clocks at renewal would be \$16,722.54.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to purchase biometric time clocks from Timeclock Plus at a cost of \$75,738.12 utilizing NCPA on behalf of Region 14 ESC-TX contract 14-10. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

40. Report by Internal Auditor regarding current status of initiated internal audits conducted and current initiatives – Silva

A summary of activities will be presented to include: setting up the administrative processes to comply with the Institute of Internal Auditors' requirements. Briefing on initiatives taken by the department. Recent activities and report on status of ongoing audits.

Future outlooks: opportunities for implementing departmental risk assessments and strengthening internal controls.

Staff and City Manager recommended approval.

Mr. Jose Silva, Internal Auditor for the City of Mission, discussed the internal auditing process and the importance of it. Mr. Silva went over the various ways that internal controls could be implemented to reduce risk within departments. He touched based on preliminary audits that were currently being conducted within various departments. He presented several strategies that could be implemented to improve controls.

Mr. Perez suggested that a committee be formed, made up of two council members and a business person along with Mr. Silva. The committee would meet to discuss Mr. Silva's findings and make recommendations based on the outcome.

No action was taken on this item.

UNFINISHED BUSINESS

None

ROUTINE MATTERS

City Manager Comments - Wednesday, April 24, 2024 at 6:00 pm, Crime Victim Awareness Walk & Candlelight Vigil Mission Police Dept. – Courtyard, Ramen & Anime Movie Night Wednesday, April 24, 2024 at 6:00 pm Speer Memorial Library, Teen Gamer Night Thursday, April 25, 2024 at 6:00 pm Speer Memorial Library, Mission Charter Amendment Election Community Briefing April 30, 2024 at 6:00 pm Mission Event Center, Evening of Prayer May 2, 2024 at 6:30 pm Mission Event Center, Police Memorial Ceremony May 13, 2024 at 9:30 am Mission Police Department – Courtyard

City Council Comments – Councilwoman Ortega stated that they had held four Charter Amendment Briefings, and with the election coming up, she wanted to encourage everyone to go out and vote. Ms. Ortega also thanked all of the staff that helped organize the Autism Awareness event. Councilwoman Ortega stated the Autism event was awesome. She also wanted to highlight the upcoming Crime Victims Event as it was very important. Councilman Vela extended his thanks to all staff as well.

Mayor's Comments – Mayor Garza thanked all of staff who worked on the Autism event.

At 6:40 p.m., Mayor Pro Tem Plata moved to convene into Executive Session on item 17 of the agenda and Executive Session items. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

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 551.074 (Personnel Matters) Evaluation of Municipal Court Judge and possible re-appointment.
3. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation Attorney) related to City of Mission v Jordi Claudio Torelli, Ramon Felipe Benavides, Javier R. Romero-Albarran and GSF Land Group, LTD. Cause No. C-5229-19-J.
4. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney) related to Black Diamond Developers, LP and CCC Operations, LLC v. City of Mission, Cause No. C-5276-23-D.

Upon conclusion of Executive Session at 8:43 p.m., Mayor Pro Tem Plata moved to reconvene the regular meeting. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

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

1. Action, if any, regarding evaluation of City Manager regarding goals and objectives.

No Action.

2. Action, if any, regarding evaluation of Municipal Court Judge and possible re-appointment.

Mayor Pro Tem Plata moved to approve the reappointment of Jonathan Wehrmeister as Chief Municipal Court Judge as discussed in Executive Session. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

3. Action, if any regarding City of Mission v Jordi Claudio Torelli, Ramon Felipe Benavides, Javier R. Romero-Albarran and GSF Land Group, LTD. Cause No. C-5229-19-J.

Mayor Pro Tem Plata moved to authorize the City Attorney to proceed as discussed in Executive Session. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

4. Consideration and action, if any related to Black Diamond Developers, LP and CCC Operations, LLC v. City of Mission, Cause No. C-5276-23-D

Councilwoman Ortega moved to authorize the City Manager and City Attorney to proceed as discussed in Executive Session. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

ADJOURNMENT

At 8:47 p.m., Councilwoman Ortega moved for adjournment. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 13, 2024

PRESENTED BY: Mike R. Perez, City Manager

- Acknowledge Receipt of Minutes – Perez
- Mission Economic Development Authority – February 7, 2024
- Mission Redevelopment Authority – March 26, April 1, 2024
- Mission Economic Development Corporation – February 28, March 27, 2024
- Mission Tax Increment Reinvestment Zone – March 26, April 1, 2024
- Mission Education Development Council – January 24, 2024
- Building Board of Adjustments – December 19, 2023
- Zoning Board of Adjustments – December 6, 2023, January 22, 2024
- Citizen’s Advisory Committee – March 26, April 9, 2024
- Ambulance Board Meeting – January 16, 2024
- Mission Civil Service Commission – March 27, 2024
- Special Events and Entertainment Committee – February 7, 2024

NATURE OF REQUEST:

See Attached Minutes

BUGETED: N/A **FUND:** _____ **ACCT. #:** _____

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

**NOTICE OF SPECIAL MEETING
MISSION ECONOMIC DEVELOPMENT AUTHORITY, INC.
FEBRUARY 7, 2024**

The Board of Directors of the Mission Economic Development Authority, Inc., held a special meeting on Wednesday, February 7, 2024, at 5:00 PM, in person, at the Center for Education and Economic Development, 801 N. Bryan Road, Mission, Texas 78572, to discuss the following agenda:

1. Call to order and establish quorum.
2. Citizen's Participation.
3. Deliberation & possible action for approval of a Sixth Amendment to the Park at Trinity's Covenants Conditions & Restrictions.
4. Closed Session Pursuant to V.T.C.A. Gov. Code Sec. 551.001
Deliberation and possible action regarding the purchase, exchange, lease, or value of real property (as permitted under Tex. Gov't Code Sec. 551.072), including, but not limited to the following: MEDA Land

Consultation with Attorney and possible action regarding: (1) pending or contemplated litigation; (2) a settlement offer; or (3) a matter in which the duty of the Attorney to Mission Economic Development Authority under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code (as permitted under Texas Government Code Section 551.071).

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

5. Adjournment

Minutes are as follows:

PRESENT:

Richard Hernandez, Chair
Jose G. Vargas, Vice Chair
Estella Saenz, Treasurer
Mayor Norie Gonzalez Garza

ABSENT:

Deborah Cordova, Secretary

ALSO PRESENT:

Gene Vaughan JGK&L LLP
Carl Davis, MEDC Board
Steve Taylor, RGV Guardian
Angela Navarrete, Keller Williams
Gilberto Rocha, Clear Ice LLC
Mario Hernandez, Clear Ice LLC
Paul Treviño

STAFF PRESENT:

Teclo Garcia, Chief Executive Officer
Judy Vega, Executive Assistant
Naxiely Lopez, Director of Communications & External Relations
Development & Marketing
Belen Guerrero, Director of Business Development & Retention

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

After establishing a quorum of the Board of Directors, Chairman Richard Hernandez called the meeting to order at 5:05 PM with an invocation led by Vice Chair Jose Vargas, and a Pledge of Allegiance led by Carl Davis.

2. Citizen's Participation.

Chair Richard Hernandez's call for citizens participation yielded no responses.

3. Deliberation & possible action for approval of a Sixth Amendment to the Park at Trinity's Covenants Conditions & Restrictions.

MEDC's legal counsel Gene Vaughan presented this item by saying that this was a request made by the owner of the property located at 1506 S. Bryan Road, Mission, a property that adheres to The Park at Trinity's Covenants Conditions & Restrictions (CCRs), which MEDA controls. The request is related to Section 3.4 under Permitted Uses of the CCRs. The intended use of the property, an ice production company, is not a permitted use on the CCR's as it is Zoned A. If approved, that section will read that a wholesale sales office or warehouse facility for sales, storage, and shipment of products will be permitted. It may also include light onsite manufacturing of the products, providing that such does not emit noise or detectable storage of products or equipment outside on the lot. Gilberto Rocha, owner of Clear Ice LLC, spoke briefly about his company and mentioned that the facility will produce two products not produced here before. The first is a clear ice ball of about 2.5" in diameter and the second product is a totally transparent ice cube of about 2". These ice products will be provided to area restaurants and bars. Presently, these two products are only produced in Houston. No sales will be made on the premises as they will only be available to area restaurants and bars. There are no chemicals or gases involved and their main ingredient is water. Reverse Osmosis will be used for water purification and the transparency will be done with filtration. CEO Teclo Garcia mentioned that the owner of the facility has informed staff that there will be no outside storage on the property and all manufacturing and production will be inside the building. Capital investment will be between \$350,000-\$600,000 and a job creation of 10.

Vice Chair Jose G. Vargas moved for approval of a Sixth Amendment to the Park at Trinity's Covenants Conditions & Restrictions. Motion was seconded by Mayor Norie Gonzalez Garza and approved 4-0.

At **5:16** PM Chairman Richard Hernandez announced that the MEDA Board of Directors would convene in closed session.

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

Deliberation and possible action regarding the purchase, exchange, lease, or value of real property (as permitted under Tex. Gov't Code Sec. 551.072), including, but not limited to the following: MEDA Land

Consultation with Attorney and possible action regarding: (1) pending or contemplated litigation; (2) a settlement offer; or (3) a matter in which the duty of the Attorney to Mission Economic Development Authority under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code (as permitted under Texas Government Code Section 551.071).

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

At **5:28** PM Chair Richard Hernandez announced that the MEDA Board of Directors would reconvene in open session.

No action was taken.

5. Adjournment

At **5:29** PM, Vice Chair Jose G. Vargas moved for adjournment. Motion was seconded by Treasurer Estella Saenz and approved unanimously 4-0.

MINUTES OF THE MISSION ECONOMIC DEVELOPMENT AUTHORITY, INC. BOARD OF DIRECTORS SPECIAL MEETING HELD ON FEBRUARY 7, 2024 WERE APPROVED ON THIS THE _____ DAY OF _____, 2024.

Deborah L. Cordova, Secretary

**Mission Redevelopment Authority
Board of Directors Meeting
March 26, 2024**

MINUTES

Call to Order, Establishment of Quorum

The Board of Directors of the Mission Redevelopment Authority (MRA) held a regular meeting open to the public, by teleconference and in person, on March 26, 2024, at 4:00 PM, at 801 N. Bryan Road, Mission Texas, and the roll was called of the duly appointed members of the Board, to-wit:

Martin Garza, Chairman
Albert X. Chapa, Vice Chairman
Aissa I. Garza, Secretary
Efrain Reyna Jr.
Hector Moreno
Ricardo A. Perez
Dennis Burleson

All the above were present. Participating in the Zoom teleconference were Sanjay Bapat, Ezeiza Garcia, David Flores, and Nate Perez. Participating in person were Ruben James de Jesús, Angie Vela, J.P. Terrazas, Dr. Rolando Ortiz, Randy Perez, Julio Cerda, Mayor Norie Gonzalez Garza, Cristian Garza, Joe Salazar, Damien D. Tijerina, Romeo Barrera, Mike Perez, Homer Castillo, Dolly Elizondo, Andy Garcia, Victor Treviño, Colby Eckols, Orlando Navarro, and Judy Vega.

Call Meeting to Order at 4:01 PM.

With a quorum present, Chairman Martin Garza opened the meeting with a special welcome to new City Manager Mike Perez. Chairman Martin Garza also thanked Randy Perez for his service during his tenure with the City of Mission in different capacities.

Citizen's Participation.

Chairman Martin Garza's call for citizens to participate either by Zoom's virtual platform or in-person did not yield any responses.

Director Moreno joined the meeting at 4:05 PM.

Approve minutes of February 27, 2024 regular meeting and special meeting of March 8, 2024 of the Mission Redevelopment Authority.

Upon a motion duly made by Director Reyna and seconded by Director Perez, the Board unanimously approved the February 27, 2024 meeting minutes and special meeting minutes of March 8, 2024, of the Mission Redevelopment Authority.

MRA 3/26/2024, Pg. 2

The Board unanimously agreed to prioritize the Executive Session item further down on the agenda, before addressing any other items.

At **4:06 PM**, Chairman Martin Garza, announced that the Mission Redevelopment Authority Board would convene in closed session. Upon a motion duly made by Vice Chairman Chapa and seconded by Director Reyna, the Board unanimously voted to convene in closed session.

For the record: Chairman Martin Garza recused himself from engaging in any discussion or voting related to this item and prompted to delegate Chairman duties to Vice Chairman Chapa. The request was made considering Chairman Martin Garza is related to a City of Mission employee.

Executive Session Pursuant to V.T.C.A. Gov. Code Sec. 551.071

Consultation with Attorney regarding:

A. Third Amendment to the Agreement for Interim Administrative Services between the City of Mission and Mission Redevelopment/TIRZ #1.

B. Consultant Agreement

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

Secretary Aissa I. Garza joined the meeting via Zoom teleconference at 4:32 PM.

Director Burleson joined the meeting in person at 4:44 PM.

At **4:56 PM**, Chairman Martin Garza announced that the Mission Redevelopment Authority Board would convene in open session. Upon a motion duly made by Vice Chairman and seconded by Director Perez, the Board unanimously voted to convene in open session.

Secretary Aissa I. Garza attended the meeting in person at 5:17 PM.

Item A: Upon a motion duly made by Director Ricardo A. Perez and seconded by Director Burleson, the Board approved an agreement 6-0 with 1 abstention, in the amount of \$3,000 with the City of Mission with the provision of bookkeeping, engineering, and financial services to the Authority and the TIRZ for three months. Chairman Martin Garza abstained from any discussion or voting on this item.

Item B: Upon a motion duly made by Secretary Aissa I. Garza and seconded by Director Burleson, the Board authorized Secretary Aissa I. Garza and Chairman Martin Garza with a vote of 6 in favor and 1 against, to negotiate an agreement with Randy Perez in an amount not to exceed \$4,000 per month with the provision of executive director services to the Authority and the TIRZ. Director Reyna voted against the agreement.

Prior to moving to the next item on the agenda, Chairman Martin Garza informed project managers, developers, and engineers presenting project status reports that after presenting their reports, each will be accepted by the Board and filed in record. He also requested that each presenter deliver their reports in person at each meeting. Chairman Martin Garza requested that project reports are submitted by no

MRA 3/26/2024, Pg. 3

later than 12:00 noon on Wednesday the week prior to the meeting date. If reports are not received by this time, the project will not be included in the Project Reports.

Acceptance of Project Reports:

Chairman Martin Garza recognized Ruben James de Jesus with Melden & Hunt to report on the **Tierra Dorada Sanitary Sewer Improvements Project**. This project involves the design to eliminate existing Lift Stations No. 13 and 14 within Tierra Dorada Subdivision and construct a new proposed lift station to reroute sewer discharge into existing sanitary sewer trunkline along Los Ebanos Road. Mr. de Jesus reported that the project was bid on February 14, 2024. A total of five bids with an apparent low bid of \$2,334,367.50 was awarded to RDH Site and Concrete. Contracts are being executed and a Notice to Proceed will be issued by the end of March 2024. RDH Site and Concrete will begin with the submittal process for acceptance of materials once contracts have been executed. Contractor will begin mobilization on the project in April.

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

Chairman Martin Garza recognized Ruben James de Jesus with Melden & Hunt to report on the **Inspiration Road Trunklines (Sanitary Sewer Master Plan)**. This project ties in with the Tierra Dorada Sanitary Sewer Improvements Project. It involves Lift Station #10, located on Mile 2 & FM 495 (El Valle Subdivision) and the rerouting of Lift Station No. 10 to AGUA SUD lift station located on FM 364 by force main. Approximately two million gallons per day of sewer flows will be alleviated from the Inspiration Road trunkline. AGUA SUD held a board meeting on August 29th 2023 and approved to allow their general manger to negotiate an agreement with the City of Mission on the transport of sewer. Discussions continue with AGUA SUD to draft a final agreement to take to City Council. The agreement is expected to be presented to City Council in April 2024. Anticipated bid date has not been determined.

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

Chairman Martin Garza recognized Damien D. Tijerina with L&G Engineering to report on the **Inspiration Rd./Military Parkway Loop Ph. I, II and III**. Mr. Tijerina reported that Phase I of this project is 100% complete and no reports will be submitted moving forward. On **Phase II**, Mr. Tijerina said that the project is 95.3% complete. L&G Engineering continues to work on a 95% submittal and said that an alternative pavement design is being implemented on the set of plans and pavement quantities are being updated. Regarding a proposed outfall ditch, the firm has updated the drainage model and has submitted it to the Drainage District for review and concurrence. Outfall quantities are currently being updated. On **Phase III**, Mr. Tijerina said ROW acquisition for this project continues to be in progress.

Upon a motion duly made by Director Reyna and seconded by Director Moreno, the Board unanimously accepted the Inspiration Rd./Military Parkway Loop Phase II and III reports.

MRA 3/26/2024, Pg. 4

Chairman Martin Garza recognized Dr. Rolando Ortiz to report on **Killam Development's El Milagro Phase I Project**. Dr. Ortiz said that the project is close to \$8 million in expenses. He mentioned that sidewalks and curbs were already constructed, but that there have been delays in the project's completion due to rain. The project is expected to be completed in May 2024, but it may take longer to complete. Overall, the project is 63% complete. Dr. Ortiz said that in trying to meet deadlines for report submissions, the reports may be one month behind as this report was from February 2024. He informed the Board that next month he will not be presenting a report.

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

Chairman Martin Garza recognized Nate Perez with The Warren Group (TWG) to report on the **Fire & Police Sub-Station #6**. In the absence of Ms. Crystal Chavez and via Zoom teleconference, Mr. Perez reported that this project is 99.97% complete. General Contractor Gerlach Builders is correcting punch list comments and will notify the firm when they are ready for final review. Closing documents are also being prepared by the contractor for TWG's review. Mr. Perez said that the Texas Accessibility Standards (TAS) inspection has been completed and the contractor is making corrections listed on the report. Chairman Martin Garza asked what corrections needed to be made by the TAS report. The report was not available at this meeting time, but Mr. Perez said he will provide it at next month's Board meeting. Secretary Aissa I. Garza asked a question related to the project's cost. The reimbursable amount on page 31 in the meeting packet states that the project's cost amount of \$7,817,173.60 did not match the report's listed amount of \$6,612,779.60. Assistant City Manager J.P. Terrazas said that several change orders were approved for this project such as for Schuerbach Road improvements, IT equipment and furniture. The amounts will be verified, and more detail will be provided at the next Board meeting.

Upon a motion duly made by Secretary Aissa I. Garza and seconded by Director Ricardo A. Perez, the Board unanimously accepted the Fire & Police Sub-Station #6 report.

Chairman Garza recognized Ruben James de Jesus to report on the **Walsh Road Expansion Project**. Mr. de Jesus said that Melden & Hunt was engaged in February 2024 to design and survey this project to expand it from Perez St. to Frontage Rd., approximately $\frac{3}{4}$ of a mile. The improvements consist of a paved 32-foot back-to-back curb street section with proposed drainage improvements. Melden & Hunt is working on a preliminary survey and design plan. Bid date is to be determined. This project's cost estimate is \$1,764,369.25 and a reimbursement agreement between the City of Mission and the Authority is in place.

Upon a motion duly made by Director Ricardo A. Perez and seconded by Director Reyna, the Board unanimously accepted the report for the Walsh Road Expansion Project.

Chairman Garza recognized Mr. Terrazas to report on the **1st Street Extension (Dragonfly 6265 LLC)**. Mr. Terrazas said that this project is in the vicinity of Glasscock & Shary Road. This project involves connectivity through 1st Street, which is perpendicular to Hoerner Street. The contractor, Riverside Contractors has completed the construction on this project. The contractor plans on overlaying the streets by the first week of April 2024 and platting the subdivision by May 2024. The developer, Dolly Elizondo, present at this meeting, said that she is waiting for an appraisal on the property so she can purchase it and punch through 1st Street. Payout on this project should be expected in late March 2024.

MRA 3/26/2024, Pg. 5

No funds will be paid until the development is 100% complete and a lift station is placed in the subdivision. This subdivision contains approximately 66 multi-family residential lots.

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

Chairman Martin Garza recognized Romeo Barrera with Halff Associates to report on the **Hoerner Street Project**. Mr. Barrera said that total engineering costs for this project are \$98,000.00. The project involves a road extension to connect water and sewer. The firm started the designing the plan on March 18, 2024, which they plan to complete by May 31, 2024. A construction schedule has not been announced until the project gets closer to bid letting. The engineer's estimated construction cost for this project is \$1.4 million once completed.

Upon a motion duly made by Director Burleson and seconded by Director Reyna, the Board unanimously accepted the report as presented.

Chairman Martin Garza recognized P.E. Julio Cerda with South Texas Infrastructure Group, to present the **Anzalduas Industrial Park Phase I Subdivision Project**. Mr. Cerda invited the Board to a groundbreaking ceremony scheduled for April 2, 2024 at 10:30 AM for this project, which will be located at the corner of W. Military Highway and S. Bryan Road. The project involves the construction of an industrial park within the TIRZ #1 boundary. Mr. Cerda shared an image describing water and sewer extensions from south Military Road all the way to old Military Highway. He reported that the developer already has three clients that are ready to begin plans to construct warehouses. Phase I consists of three lots, a 35-acre development. Total acreage for the entire development's phases is 157 acres subdivided into seven lots.

Upon a motion duly made by Director Ricardo A. Perez and seconded by Director Reyna, the Board unanimously accepted the report for the Anzalduas Industrial Park Phase I Subdivision Project.

Deliberation and possible action to authorize staff to engage an engineering firm that specializes in building modification services for the newly acquired TIRZ building at 1301 E. 8th Street, Mission.

Chairman Martin Garza recognized Asst. City Manager J.P. Terrazas to present this item. Mr. Terrazas noted a correction on the agenda for this item. The request is to authorize staff to engage an architect firm, not an engineering firm, that specializes in building modification services. Mr. Terrazas mentioned that staff would like authorization to engage Architect Charlie Garcia with CG5 Architects, to design an elevator for the newly acquired TIRZ building located at 1301 E. 8th Street, to bring it up to Americans with Disabilities Act (ADA) standards. Chairman Martin Garza asked about the process the city uses to select architect firms. Mr. Terrazas said that the city has a list of firms that rotate for these types of services throughout the city. He also mentioned that the city has already started remodeling the building by doing some painting, electrical work, and fixing leaks on the roof, an expense of about \$25,000 in materials. These expenses will later be reimbursed by the TIRZ. However, Mr. Terrazas mentioned that everything is being done in-house with the assistance of the City's

MRA 3/26/2024, Pg. 6

Facilities Department. He recommends Architect Garcia for the design of the elevator and to assess any other needs associated with ADA compliance. Chairman Martin Garza asked if perhaps the TIRZ could hold their next meeting at the building. However, at this time the building does not have a large enough conference room to hold Board meetings. Plans for a larger conference room modification are being contemplated. A walk-through of the building is being planned next month right after the Board meeting.

Subject to the noted correction on the agenda related to the engagement from an engineering firm to an architect firm, upon a motion duly made by Director Burleson and seconded by Secretary Aissa I. Garza, the Board unanimously authorized staff to engage Architect Charlie Garcia with CG5 Architects, for building modification services for the newly acquired TIRZ building at 1301 E. 8th Street, Mission.

Review and approval of MRA Investment Policy.

For the record: Vice Chairman Albert X. Chapa and Director Efrain Reyna Jr. both recused themselves from engaging in any discussion or voting related to this item. The request was made considering Vice Chairman Chapa represents PlainsCapital Bank and Director Reyna is Financial Advisor for Edward Jones.

Accountant Joe Salazar presented and recommended approval of MRA's Investment Policy.

There being no corrections or additions upon a motion duly made by Secretary Aissa I. Garza and seconded by Director Burleson, the Board approved MRA's Investment Policy, 5-0 with 2 abstentions. Vice Chairman Albert X. Chapa and Director Reyna both abstained from voting.

Acceptance of Financial Report for February 2024.

Accountant Joe Salazar presented and recommended approval of the Financial Report for February 2024. Secretary Aissa I. Garza asked a question related to page 57 of the report related to Miscellaneous. She asked what miscellaneous items were. More detail will be presented related to the item at the next Board meeting.

Upon a motion duly made by Secretary Aissa I. Garza and seconded by Director Burleson, the Board unanimously accepted the Financial Report for February 2024 as presented.

Approval of invoices for March 2024.

Accountant Joe Salazar presented and recommended approval of invoices for the month of March 2024.

Upon a motion duly made by Director Ricardo A. Perez and seconded by Secretary Aissa I. Garza, the Board unanimously approved all invoices for the month of March 2024.

MRA 3/26/2024, Pg. 7

Requests from the Board:

Project Reports: Director Burleson asked that presenters provide site plans for each project to inform new Directors about the location of projects. Chairman Martin Garza requested a new deadline for project reports submission: 12:00 noon the Wednesday prior to the Board meeting date.

Inspiration Road/Military Parkway Loop Phase III – Reimbursement Agreement is pending. This project has been approved by the Board and City Council.

Tierra Dorada Sanitary Sewer Improvements Project – First Amendment to Reimbursement Agreement is pending. This project has been approved by the Board and City Council.

1301 E. 8th Street Building – Lease Agreement is pending.

Financial Report: More detail needed on Miscellaneous line item in the Operating Fund of the February report.

As there was no further business for the board to consider, upon a motion made by Director Reyna and being seconded by Director Ricardo A. Perez, the Board unanimously voted to adjourn the meeting at 6:07 PM.

By: _____

Attest: _____

Printed Name: Martin Garza

Printed Name: Aissa I. Garza

Title: Chairman

Title: Secretary

Date: _____

Date: _____

**Mission Redevelopment Authority
Board of Directors Special Meeting
April 1, 2024**

MINUTES

Call to Order, Establishment of Quorum

The Board of Directors of the Mission Redevelopment Authority (MRA) held a special meeting open to the public, by teleconference and in person, on April 1, 2024, at 5:45 PM, at 801 N. Bryan Road, Mission Texas, and the roll was called of the duly appointed members of the Board, to-wit:

Martin Garza, Chairman
Albert X. Chapa, Vice Chairman
Aissa I. Garza, Secretary
Efrain Reyna Jr.
Hector Moreno
Ricardo A. Perez
Dennis Burluson

All the above were present, except Secretary Aissa I. Garza. Participating on Zoom teleconference were Ezeiza Garcia, Angie Vela, Sanjay Bapat, Cristian Garza, and Joe Salazar. Participating in person were JP Terrazas, Teclo Garcia, Mike Perez, Dina Arevalo, Matt Wilson, Abram Malacara, and Judy Vega.

Call Meeting to Order at 5:50 PM.

With a quorum present, Chairman Martin Garza opened the meeting with a welcome to all.

Citizen's Participation.

Chairman Garza's call for citizens to participate either by Zoom's virtual platform or in-person did not yield any responses.

Discussion and possible action regarding Interim Executive Director.

Chairman Martin Garza recapped from last week's Board meeting, wherein the Board had granted him and Secretary Aissa I. Garza, to engage in negotiations for an interim executive director contract with Randy Perez. The proposed contract stipulated a monthly compensation of \$4,000. However, subsequent to the meeting, Randy Perez communicated his decision to withdraw his intention to provide services to the Authority. Consequently, a special meeting is being convened today to address this matter as the Interim Administrative Services Agreement with the City of Mission expired on March 31, 2024. The Authority's legal counsel Sanjay Bapat suggested the terms of the agreement are discussed in executive session.

Prior to convening in closed session, City Manager Mike Perez made a recommendation to the Board. He recommended that the Authority engage in an interim services contract with the City of Mission. By doing so, the city can designate an employee as the executive director, thereby eliminating any concerns regarding additional duties. This arrangement enables the employee to fulfill their regular responsibilities during regular working hours without any complications regarding compensation from both the city and the Authority. He also advised initiating a conversation with the employee regarding compensation for the additional responsibilities. This approach promotes transparency with the city and ensures that the employee receives appropriate compensation.

For the record: Chairman Martin Garza recused himself from engaging in any discussion or voting related to this item and prompted to delegate Chairman duties to Vice Chairman Albert Chapa who announced the Authority will convene in open session. The request was made considering Chairman Garza is related to a City of Mission employee.

At **5:54 PM** – Vice Chairman Albert X. Chapa moved to convene in closed session. Motion was seconded by Director Reyna and approved unanimously.

**Executive Session Pursuant to V.T.C.A. Gov. Code Sec. 551.071
Consultation with Attorney regarding:
A. Interim Executive Director.**

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

At **7:44 PM** – Vice Chairman Albert X. Chapa announced that the Mission Redevelopment Authority Board of Directors would convene in open session.

On **Item A** – Upon a motion duly made by Director Perez and being seconded by Director Reyna, the Board authorized the execution of an agreement with the City of Mission 5-0 with 1 abstention; for Interim Executive Director services for a period not to exceed 90 days in the amount of \$6,000 per month, for all services provided. Chairman Martin Garza abstained from voting. An Affidavit of Substantial Interest was executed by Chairman Garza.

Adjournment

As there was no further business for the board to consider, upon a motion made by Director Reyna and being seconded by Director Ricardo A. Perez, the Board unanimously voted to adjourn the meeting at 7:48 PM.

By: _____

Attest: _____

Printed Name: Martin Garza

Printed Name: Aissa I. Garza

Title: Chairman

Title: Secretary

Date: _____

Date: _____

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

PRESENT:

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

ABSENT:**ALSO PRESENT:**

Eugene Vaughan, JGKL LLP
Michael Fernuik, PGA
Matt Wilson, Progress Times

STAFF PRESENT:

Teclo J. Garcia, Chief Executive Officer Belen
Guerrero, Int. COO
Judy Vega, Executive Assistant
Randy Perez, City Manager
Andy Garcia, Asst. City Manager
Angie Vela, Finance Director
Ezeiza Garcia, Assistant Finance Director
Naxiely Lopez, Director of Communications &
External Affairs
Brianna Casares, Manager of Marketing &
Programs
Joe Salazar, Accountant

1. Call to Order and Establish Quorum.

After establishing a quorum of the Board of Directors, President Richard Hernandez called the meeting to order at 4:12 PM.

2. Invocation: Was led by Jose Vargas.**3. Pledge of Allegiance:** Was led by Carl Davis.**4. Citizen's Participation:** President Richard Hernandez's call for citizen's participation did not yield any responses.**5. Approval of Minutes:**

- A. Regular meeting and public hearing of January 24, 2024
- B. Special meeting of February 7, 2024

Vice President Jose G. Vargas moved for approval of the minutes for the meeting and public hearing of January 24, 2024. Motion was seconded by Julian Alvarez and approved 7-0.

Carl Davis moved for approval of the meeting minutes for the special meeting of February 7, 2024. Motion was seconded by Treasurer Estella Saenz and approved 7-0.

6. Acceptance of Unadjusted Financial Statements for January 2024.

CEO Tecló J. Garcia welcomed and introduced MEDC's new Financial Officer Joe Salazar and said Mr. Salazar is well-qualified in financial operations. He also manages the Mission Redevelopment Authority's financial books. After the introduction, Mr. Salazar proceeded to present and recommend acceptance of the Unadjusted Financial Statements for January 2024.

There being no corrections or additions, Mayor Norie Gonzalez Garza moved for acceptance of the Unadjusted Financial Statements for January 2024. Motion was seconded by Vice President Jose G. Vargas and approved 7-0.

7. Deliberation and possible action for the acceptance of Quarterly Report of Investments for the Quarter ending December 31, 2023 and Interest Earned for Three Months Ending December 31, 2023.

Finance Director Angie Vela presented and recommended acceptance of the Quarterly Report of Investments for the Quarter ending December 31, 2023 and Interest Earned for Three Months Ending December 31, 2023. After her report, Ms. Vela mentioned that she's working with CEO Tecló Garcia on getting additional funds invested. A meeting of MEDC's Finance Committee is being planned for investment opportunities. Ms. Vela said Mr. Salazar will be participating in an Investment Training Act Program certification as part of finance education.

There being no corrections or additions, Secretary Deborah L. Cordova moved for approval. Motion was seconded by Treasurer Estella Saenz and approved 7-0.

8. Public Hearing: Project consideration for FY 2023-2024 related to an economic incentive for a food processing facility located at 106 International Blvd., Suite 1-B, Mission, in an amount not to exceed a total of \$125,000 to be paid over a period of two (2) years.

At **4:24 PM**, President Richard Hernandez opened the public hearing related to an economic incentive for a food processing facility located at 106 International Blvd., Suite 1-B, Mission, in an amount not to exceed a total of \$125,000 to be paid over a period of two (2) years.

CEO Tecló J. Garcia shared a short video related to this project with the Board and said that although project owner Pilar Gonzalez has not purchased all the equipment she needs for her business, this incentive will partially fund her facility. Ms. Gonzalez will be adding 10 more employees to her business within the next two years. No further comments were made.

President Richard Hernandez closed the public hearing at **4:29 PM**.

9. Public Hearing: Project consideration for FY 2023-2024 related to an economic incentive for a business processing outsourcing center to be located at 4101 S. Shary Road, Mission, Texas, in the following amounts: \$200,000 for equipment to be paid in two (2) annual installments; and a job creation incentive in an amount not to exceed \$201,600 to be paid in four (4) annual installments.

At **4:30 PM**, President Richard Hernandez opened the public hearing for a business processing outsourcing center to be located at 4101 S. Shary Road, Mission, Texas, in the following amounts: \$200,000 for equipment to be paid in two (2) annual installments; and a job creation incentive in an amount not to exceed \$201,600 to be paid in four (4) annual installments.

There being no comments for or against this project, President Richard Hernandez closed the public hearing at **4:31 PM**.

10. Discussion and possible action for approval of an Economic Development Performance Agreement between Mission Economic Development Corporation and Ubiquity Global Services US, Inc.

CEO Tecló J. Garcia presented this item by saying that MEDC was incentivizing this company for job creation and infrastructure improvements. An Economic Performance Agreement in the meeting packet provided information on MEDC's and the company's requirements. Mr. Garcia stated that the company plans on hiring 300+ employees with starting pay from \$15-\$18 per hour and a capital investment in the region of \$31.7 million once established. Secretary Deborah L. Cordova noted a correction on page 64 of the agreement, the Financial Officer contact information needs to be updated. Correction noted. A ribbon cutting ceremony for this company is scheduled for March 22, 2024 and everyone is encouraged to participate. He is requesting approval of the performance agreement.

Subject to the correction noted by Secretary Deborah Cordova, Carl Davis moved for approval of an Economic Development Performance Agreement between Mission Economic Development Corporation and Ubiquity Global Services US, Inc. Motion was seconded by Julian Alvarez and approved 7-0.

11. Discussion and possible action to increase Shary Golf Course funding for upgrades and equipment from \$45,000 to \$71,099.11.

President Richard Hernandez introduced Michael Fernuik, a professional golfer who has made significant contributions to the golf industry within our area. Mr. Fernuik has held several pro shop positions at various golf courses including the Seven Oaks Golf Course, Cimarron Country Club, and the Harlingen Country Club, and is currently Pro Shop Head at Mission's Shary Municipal Golf Course. President Richard Hernandez mentioned that we are very fortunate to have Mr. Fernuik in our city as a knowledgeable and respected professional in the name of golf. CEO Tecló J. Garcia welcomed Mr. Fernuik to present this item. Mr. Fernuik thanked the Board for the opportunity as he provided them with a list of items that were described as necessities for the Shary Municipal Golf Course. Mr. Fernuik named a few items on his list including a brick-and-mortar sign to be placed on the corner of Mayberry & FM 495, yard and range banners, water stations, flag sticks, LED driving range lights, and driving range mats to name a few, that he described as necessary to improve and enhance the golf course. He also mentioned a flooding issue with one of the holes at the golf course that needed attention and said that the Mission Parks & Recreation Department will be assisting with some of the grounds' work. Mr. Fernuik also said that the Shary Municipal Golf Course will follow the City of Mission's procurement process for the needed items and said that due to an increase in materials the requested amount had increased from \$71,099.11 to \$71,975.11. He recommends approval.

Mayor Norie Gonzalez Garza moved to approve an increase in MEDC's budget line item for Shary Municipal Golf Course from \$45,000 to \$71,975.11 for upgrades and equipment. Motion was seconded by Vice President Jose G. Vargas and approved 7-0.

At **4:53** PM. President Richard Hernandez announced that the MEDC Board of Directors would convene in closed session.

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

Deliberation and possible action regarding commercial or financial information received from a business prospect with which the Mission EDC is conducting economic development negotiations or with which the Mission EDC seeks to have to locate, stay, or expand operations in or near the City of Mission (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 & Possible Action regarding the appointment, employment, evaluation, reassignment, duties, or resignation of public officers (as permitted under Tex. Gov't Code Section 551.074 and 551.071).

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

M.E.D.C. Land

Consultation with Attorney and possible action regarding: (1) pending or contemplated litigation; (2) a settlement offer; or (3) a matter in which the duty of the Attorney to Mission Economic Development Corporation under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code (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.

Julian Alvarez left the meeting at 4:56 PM.

At **5:50** PM. President Richard Hernandez announced that the MEDC Board of Directors was reconvening in open session.

No action was taken on any of the items discussed in executive session.

12. CEO Report on Economic Activity

CEO Tecló J. Garcia introduced Brianna Casares, Manager of Programs and Marketing, to report on the Ruby Red Ventures Build Mission Fund. Ms. Casares mentioned that this program was split into two different segments, one is a competition, and the other which recently concluded was the Build Mission Fund. The program is not just tailored to startups but also targets existing businesses within Mission. To meet eligibility the business needs to have been in existence for two years, and of course, be in Mission. Ninety-seven applications were received for the first competition, and a committee of seven business leaders met to review the applications. Committee members included Greater Mission Chamber of Commerce President Brend Enriquez, MEDC staff, Board Treasurer Estella Saenz, and a business owner who took on the task of narrowing the applicants down to 15 small businesses within Mission. In total, \$180,000 was awarded. Staff will be checking in with winners on a 30-day, 60-day, and 90-day to ensure that their awards are being used accordingly. The second competition portion of Ruby Red Ventures is currently being implemented in collaboration with UTRGV's Entrepreneurship & Commercialization Center. The center will help startups with the Kauffman FastTrac Program, a seven-session certification program that will provide training, skills, and network courses. Graduates of the program will be eligible to compete in Ruby Red Ventures "The Competition" for funding. The competition will take place during Economic Development's Business Week.

Mr. Garcia welcomed Belen Guerrero, MEDC Interim COO, to present a report on the recent ICSC Conference in Dallas held between January 31st to February 2nd. Ms. Guerrero said MEDC's team prepared well for this conference by creating online campaigns that targeted businesses that participated in the conference. Mission's community profile was also revamped making it more attractive giving it the more feel and look of Mission. Real estate developers in our area were also invited to share their real estate profiles for available space within the city of Mission. On the first day in Dallas, Mayor Norie Gonzalez Garza hosted a successful networking event that included real estate

MEDC, 2/28/2024, Pg. 5

developers, brokers, site selectors, bankers, and professionals that have had a huge impact on our community. Mayor Gonzalez Garza said she enjoyed hosting the event and felt it was very productive. The team left data related to the Mission community and contacts to attract interest in investing with us. Ms. Guerrero mentioned that MEDC sponsored a booth in collaboration with the RGV Partnership to position Mission as a regional key player. MEDC's team connected with over 20 individual retailers and met with five in-market developers. Ms. Guerrero finalized her report by sharing some images taken at the conference. CEO Tecló Garcia mentioned that he is planning on attending the ICSC Recon 2024 in Las Vegas May 19-21, 2024, where MEDC will also be sponsoring a booth in collaboration with the RGV Partnership as well.

13. President Comments.

President Richard Hernandez thanked the MEDC staff for their hard work and the Board of Directors for their service.

14. Adjournment

Carl Davis moved to adjourn the meeting. Motion was seconded by Treasurer Estella Saenz and approved 6-0. The meeting was adjourned at 6:12 PM.

Richard Hernandez, President

ATTEST

Deborah L. Cordova, Secretary

**NOTICE OF REGULAR MEETING
MISSION ECONOMIC DEVELOPMENT CORPORATION
MARCH 27, 2024 4:00 PM
CENTER FOR EDUCATION AND ECONOMIC DEVELOPMENT**

PRESENT:

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

ABSENT:**ALSO PRESENT:**

Eugene Vaughan, JGKL LLP
Marissa Gerlach, Councilwoman

STAFF PRESENT:

Tecló J. Garcia, Chief Executive Officer
Belen Guerrero, Interim COO
Judy Vega, Executive Assistant
Mike Perez, City Manager
Angie Vela, Finance Director
Brianna Casares, Manager of Marketing & Programs
Joe Salazar, Financial Officer

1. Call to Order and Establish Quorum

After establishing a quorum of the Board of Directors, President Richard Hernandez called the meeting to order at 4:00 PM.

2. Invocation: Was led by Deborah L. Cordova.

3. Pledge of Allegiance: Was led by Treasurer Estella Saenz.

4. Citizen's Participation: President Richard Hernandez's call for citizens participation did not yield any responses.

5. Approval of Minutes: Regular meeting and public hearings of February 28, 2024

There being no changes or corrections, Carl Davis moved for approval of the meeting minutes of February 28, 2024. Motion was seconded by Vice President Jose G. Vargas and approved 7-0.

6. Acceptance of Unadjusted Financial Statements for February 2024.

Financial Officer Joe Salazar presented and recommended approval of the unadjusted financial statements for February 2024.

MEDC 3/27/2024, Pg. 2

Secretary Deborah L. Cordova moved for acceptance of the adjusted Financial Statement for February 2024. Motion was seconded by Treasurer Estella Saenz and approved 7-0.

At 4:13 PM., President Richard Hernandez announced that the Mission Economic Development Corporation Board would be convening in closed session.

7. 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: M.E.D.C. Land

Deliberation and possible action regarding the evaluation or duties of a public officer or employee. (as permitted under Tex. Gov't Code Section 551.074 and 551.071): Chief Executive Officer

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 5:16 PM., President Richard Hernandez announced that the Mission Economic Development Board of Directors would be reconvening in open session.

Regarding report from CEO as to potential prospect(s): No action.

Regarding M.E.D.C. Land: No action

Regarding Chief Executive Officer: Vice President Jose G. Vargas moved to approve an increase in the Chief Executive Officer's compensation as discussed in executive session as an assignment pay. Motion was seconded by Julian Alvarez and approved 7-0.

8. CEO Report on Economic Activity.

CEO Teclo J. Garcia provided a brief report on area economic development activity including a conference he attended a meeting in Mexico City at the Canadian Embassy, related to the North American Strategic Compliance Organization or NASCO, a trade group that oversees the implementation of sourcing materials for various products including the automobile industry. Mr. Garcia also mentioned the grand opening and facility tour of Uniquity Global Services, US, Inc. on Shary Road, a business processing outsourcing center in Mission. The call center that Mission EDC is incentivizing with equipment and the creation of jobs. The grand opening was well

MEDC 3/27/2024, Pg. 3

attended by area leaders as well as Board members, City, MEDC, and Mission Chamber staff. Mr. Garcia welcomed Brianna Casares, MEDC Director of Marketing and Programs to provide an overview of the Kaufman Fast Trac Program, a new program in collaboration with UTRGV, that has kicked off this week. Ms. Casares mentioned that 45 applicants have applied for the program, which is exclusive to small startups and small businesses. Of the 45 applicants, 10 have been narrowed down from the Mission area. The 10 applicants will be participating in different module training classes for six weeks from marketing to legal aspects, to eventually compete for one of each \$25,000, \$15,000, and \$10,000 funding prize. Mr. Garcia said that although not all may win, they go away with essential business training. Mr. Garcia briefly reported on the housing market as well as traffic counts. He introduced MEDC's new Project Manager, Stephanie Mendiola. Ms. Mendiola is a graduate of Sharyland High School and UT San Antonio graduate. Ms. Mendiola reported on the retail market by saying that her source was Buxton, a renowned for excellence group in the residential, retail, and retirement sectors of area property markets.

Julian Alvarez left the meeting at 5:30 PM.

9. President Comments

President Richard Hernandez thanked the Board for their service and the MEDC staff for the preparation of this meeting. He wished everyone a Happy Easter weekend.

10. Adjournment.

Carl Davis moved to adjourn the meeting. Motion was seconded by Vice President Jose G. Vargas and approved 6-0. The meeting was adjourned at 5:50 PM.

Richard Hernandez, President

ATTEST

Deborah L. Cordova, Secretary

Mission Tax Increment Reinvestment Zone
Board of Directors Meeting
March 26, 2024

MINUTES

Call to Order, Establishment of Quorum

The Board of Directors of the Mission TIRZ #1, held a special meeting open to the public, by teleconference and in person, on March 26, 2024 at 801 N. Bryan Road, Mission, Texas and at 6:08 PM, the roll was called of the duly appointed members of the Board, to-wit:

- Martin Garza, Chairman
- Albert X. Chapa, Vice Chairman
- Aissa I. Garza, Secretary
- Efrain Reyna Jr.
- Hector Moreno
- Dennis Burleson
- Ricardo A. Perez

All the above were present. Participating in the Zoom teleconference were Ezeiza Garcia and Nate Perez. Participating in person were Angie Vela, J.P. Terrazas, Randy Perez, Mayor Norie Gonzalez Garza, Cristian Garza, Joe Salazar, Mike Perez, and Judy Vega.

I. Consider Consent Agenda

- A. Call meeting to order and establish quorum.
- B. Approve minutes for the February 27, 2024 and special meeting of March 8, 2024 of the TIRZ #1.
- C. Ratify all actions taken by the Mission Redevelopment Authority Board of Directors at the March 26, 2024 meeting.

Upon a motion duly made by Director Perez and seconded by Director Reyna, the Board unanimously approved the February 27, 2024 and special meeting minutes of March 8, 2024 as presented.

Upon a motion duly made by Secretary Aissa I. Garza and seconded by Director Burleson, the Board unanimously approved the consent agenda and ratified all actions taken by the Mission Redevelopment Authority Board of Directors at the March 26, 2024 meeting.

II. Adjournment

As there was no further business for the board to consider, upon a motion duly made by Vice Chairman Albert X. Chapa and seconded by Director Reyna, the Board unanimously voted to adjourn the meeting at 6:09 PM.

By: _____

Attest: _____

Printed Name: Martin Garza

Printed Name: Aissa I. Garza

Title: Chairman

Title: Secretary

Date: _____

Date: _____

Mission Tax Increment Reinvestment Zone
Board of Directors Special Meeting
April 1, 2024

MINUTES

Call to Order, Establishment of Quorum

The Board of Directors of the Mission TIRZ #1, held a special meeting open to the public, by teleconference and in person, on April 1, 2024 at 801 N. Bryan Road, Mission, Texas and at 7:48 PM, the roll was called of the duly appointed members of the Board, to-wit:

- Martin Garza, Chairman
- Albert X. Chapa, Vice Chairman
- Aissa I. Garza, Secretary
- Efrain Reyna Jr.
- Hector Moreno
- Dennis Burleson
- Ricardo A. Perez

All the above were present, except Secretary Aissa I. Garza. Participating on Zoom teleconference were Ezeiza Garcia, Angie Vela, Sanjay Bapat, Cristian Garza, and Joe Salazar. Participating in person were JP Terrazas, Teclo Garcia, Mike Perez, Dina Arevalo, Matt Wilson, Abram Malacara, and Judy Vega.

I. Consider Consent Agenda

- A. Call meeting to order and establish quorum.
- B. Ratify all actions taken by the Mission Redevelopment Authority Board of Directors at the April 1, 2024 special meeting.

Upon a motion duly made by Director Burleson and being seconded by Director Reyna, the Board approved the consent agenda and ratified all actions taken by the Mission Redevelopment Authority Board of Directors at the April 1, 2024 special meeting.

II. Adjournment

As there was no further business for the board to consider, upon a motion duly made by Vice Chairman Albert X. Chapa and seconded by Director Perez, the Board unanimously voted to adjourn the meeting at 7:49 PM.

By: _____

Attest: _____

Printed Name: Martin Garza

Printed Name: Aissa I. Garza

Title: Chairman

Title: Secretary

Date: _____

Date: _____

**NOTICE OF MEETING
MISSION EDUCATION DEVELOPMENT COUNCIL, INC.
JANUARY 24, 2024**

The Board of Directors of the Mission Education Development Council, Inc., held a meeting on Wednesday, January 24, 2024, at 4:00 PM, at The Center for Education and Economic Development, 801 N. Bryan Road, Mission, Texas, 78572, to discuss the following agenda:

1. Call to order and Name Presiding Officer.
2. Establish quorum.
3. Swearing In of Appointed Board Director.
4. Election of Officers: Chair, Vice Chair, Secretary, and Treasurer.
5. Citizen's Participation.
6. Approval of Minutes – Meeting of October 25, 2023.
7. Discussion and possible action to accept Financial Report ended December 31, 2023.
8. Discussion and possible action to accept a \$10,000 grant from PNC Bank.
9. Adjournment.

Minutes are as follows:

Members Present:

Richard Hernandez, Chair
Deborah L. Cordova, Secretary
Estella Saenz, Treasurer
Julián Alvarez

Absent:

Jose G. Vargas, Vice Chair
Carl Davis
Mayor Norie Gonzalez Garza

Also Present:

Gene Vaughan, JGKL LLP
Matt Jones, JGKL LLP

Staff Present:

Teclo Garcia, Chief Executive Officer
Judy Vega, Executive Assistant
Stephanie Palacios, Financial Officer
Naxtely Lopez, Director of Communications & External Relations
Brianna Casares, Manager of Program Development & Marketing
Belen Guerrero, Director of Business Development & Retention
Angle Vela, Finance Director
Ezeiza Garcia, Assistant Finance Director

1. Call to order and Name Presiding Officer

Richard Hernandez was named Presiding Officer for this meeting and called it to order at 5:53 PM.

2. Establish quorum

Executive Assistant Judy Vega confirmed a quorum was present.

3. Swearing in of Appointed Board Director

Notary Public Judy Vega swore in appointed Board Director Julian Alvarez.

4. Election of Officers

Richard Hernandez nominated the same executive officers as the Mission Economic Development Corporation Board to serve on this Board as follows: Richard Hernandez, Chair; Jose G. Vargas, Vice Chair, Deborah L. Cordova, Secretary; and Estella Saenz, Treasurer.

Deborah L. Cordova moved for to mirror the same executive officers as the Mission Economic Development Corporation Board to serve on this Board as follows: Richard Hernandez, Chair; Jose G. Vargas, Vice Chair, Deborah L. Cordova, Secretary; and Estella Saenz, Treasurer. Motion was seconded by Estella Saenz and approved 4-0.

5. Citizen's Participation

Chair Richard Hernandez's call for citizen's participation did not yield any responses.

6. Approval of Minutes: Meeting of October 25, 2023

Treasurer Estella Saenz moved for approval of the meeting minutes of October 25, 2023 as presented. Motion was seconded by Secretary Deborah L. Cordova and approved 4-0.

7. Discussion and possible action to accept Financial Report ended Dec. 31, 2023

Financial Officer Stephanie Palacios presented, and recommended acceptance of the financial report ended December 31, 2023. Ms. Palacios began her report by saying that Beginning Balance was \$105,073.70. Net income generated from interest earned was reported at \$79.42. No expenses were reported for this quarter.

Treasurer Estella Saenz moved to accept the financial report ended December 31, 2023. Motion was seconded by Julian Alvarez and approved 4-0.

8. Discussion and possible action to accept a \$10,000 grant from PNC Bank

CEO Tecló J. Garcia introduced this Item by saying PNC Bank contributed \$10,000 and has asked it to be allocated to the Ruby Red Ventures Program, which was paused during the COVID pandemic, and we are re-launching it.

Secretary Deborah L. Cordova moved to accept a \$10,000 grant from PNC Bank. Motion was seconded by Julian Alvarez and approved 4-0.

9. Adjournment

The meeting was adjourned at 6:00 PM.

MINUTES OF THE MISSION EDUCATION DEVELOPMENT COUNCIL, INC. BOARD OF DIRECTORS MEETING HELD ON JANUARY 24, 2024 WERE APPROVED ON THIS THE _____ DAY OF _____ 2024.

Deborah L. Cordova, Secretary

**BUILDING BOARD OF ADJUSTMENTS AND APPEALS
DECEMBER 19, 2023
CITY COUNCIL CHAMBERS @ 4:00 P.M.**

BBOA PRESENT

Michael Davis
Abel Beltran
Carl Davis
Victor Meza
Ken Jones

STAFF PRESENT

Susana De Luna
Irasema Dimas
Jessica Munoz
Victor Flores
Alex Hernandez
Arturo Lerma
Joseph Flores
Nancy Chavira
Angel Garcia

GUEST PRESENT

Steve Spoor

CALL TO ORDER

Chairman Carl Davis called the meeting to order at 4:05 p.m.

CITIZENS PARTICIPATION

There was no citizens' participation upon inquiry.

APPROVAL OF MINUTES FOR OCTOBER 31, 2023

Chairman Carl Davis asked the Board if there were any corrections to the minutes. There being none, Mr. Jones moved to approve the minutes as presented. Mr. Davis seconded the motion. Upon a vote, the motion passed unanimously.

ITEM #1.1**Unsafe Structure:**

Start: 4:07p.m.

End: 4:09p.m.

**1005 Perkins Avenue
Lot 9, Block 176,
Mission Original Townsite
C-4
Lita Anne Guerra**

Ms. Dimas stated that this unsafe structure was discovered in 2015. She mentioned that Mrs. Lita Anne Guerra agreed to a demolition agreement but didn't commit to the agreement. She added that she received a call from vera construction stating that they were hired by Mrs. Guerra to demolish the building.

There being no further discussion, Mr. Carl Davis entertained a motion Mr. Michael Davis moved to make this structure an unsafe building. Mr. Abel Beltran seconded the motion. Upon a vote, the motion was unanimously approved.

There being no discussion, Mr. Ken Jones moved to "Table" this item for 60 days. Mr. Abel Beltran seconded the motion. Upon a vote, the motion was unanimously approved.

ITEM #1.2

Unsafe Structure: 818 Cuchilla Circle
Start: 4:09p.m. Lot 4, Block 2, Stites B
End: 4:11p.m. R-1
Serapia P. Rodriguez

Ms. Dimas stated that the city declared this property an unsafe structure in September 2016. She mentioned that a total of \$9742.97 of property taxes were owed on this property. She also mentioned that the water account had been inactive since 2013. She added that the city of mission had 15 liens on the property.

There being no discussion, Mr. Carl Davis entertained a motion Mr. Michael Davis moved to make this structure an unsafe building. Mr. Abel Beltran seconded the motion. Upon a vote, the motion was unanimously approved.

There being no discussion, Mr. Carl Davis entertained a motion Mr. Michael Davis moved to demolish the structure. Mr. Abel Beltran seconded the motion. Upon a vote, the motion was unanimously approved.

ITEM # 1.3

Unsafe Structure: 1615 N. Los Ebanos Road (rear)
Start: 4:11p.m. W. 1AC – N. 2AC EXC. 50'x150'
End: 4:26p.m. Lot 98, Mission Acres 0.83 AC NET
AO-I
Apolonio & Dora Alvarez
Attn: Leticia Alvarez

Ms. Dimas stated that this property was discovered in 2016 as an unsafe structure. She mentioned that Mr. Apolonio Alvarez lives in a section of the house because the other part is dilapidated.

Mr. Carl Davis asked if the taxes are current.

Ms. Irasema Dimas stated that taxes were owed on that property.

Mr. Carl Davis asked if the city approached Mr. Alvarez?

Mr. Arturo Lerma stated that Mr. Alvarez mentioned that he was on a fixed income. He also stated that he has no income to fix the property.

Mr. Michael Davis asked that what were the two structures on the property.

Mr. Arturo Lerma stated that the second structure was a shed and had no roof.

Mr. Carl Davis asked how old was Mr. Alvarez?

Mr. Arturo Lerma stated that Mr. Alvarez was 62 years old and disabled.

City Attorney Mr. Victor Flores asked that if Mr. Alvarez was notified about the public hearing.

Mr. Arturo Lerma stated that Mr. Alvarez was notified through mail.

Mr. Michael Davis asked that if Mr. Alvarez paid rent?
Mr. Arturo Lerma stated "no" he is the property owner.

Mr. Carl Davis asked that if the city had programs to help Mr. Alvarez.

Ms. Irasema Dimas stated that no taxes must be owed on the property to qualify for help from CDBG

There being no further discussion, Mr. Carl Davis entertained a motion Mr. Ken Jones moved to make this structure an unsafe building. Mr. Michael Davis seconded the motion. Upon a vote, the motion was unanimously approved.

Discussion amongst the board in regards to landlocked property.

Chairman Carl Davis entertained a motion, Mr. Michael Davis motioned to "Table" the demolishing at 1615 N. Los Ebanos Road (rear) for 90 days. Mr. Ken Jones seconded the motion. Upon a vote, the motion was unanimously approved.

Chairman Carl Davis entertained a motion to un-table Item 1.4. Mr. Ken Jones moved to un-table. Mr. Abel Beltran second. Upon a vote, the motion was unanimously approved.

TABLED ITEM # 1.4

Unsafe Structure:

Start: 4:26p.m.

End: 4:32p.m.

2312 N. Citrus Lane

Lot8, Big Orange

R-1

Stephen & Emily Spoor

Ms. Dimas stated that this property was discovered as a dilapidated property in 2021. She mentioned that the water was active and the property had no liens. She also mentioned that she spoke to Mr. Spoor about the demolishing process with the City of Mission and after she did he requested a quote.

Mr. Spoor stated that the property is secured and boarded up. He mentioned that the door that is not boarded up is the access to the structure. He added that he agreed with the City of Mission that it was an unsafe structure. He also mentioned that he did receive a quote from the city of mission but would like some time to shop around for quotes.

Mr. Carl Davis asked that how much time does Mr. Spoor need.

Mr. Spoor stated that he needs 90 days.

Ms. Dimas stated that the case had been going on since 2021. She added that if the board can reduce the time to a month or two months to secure a quote or a demolishing permit.

City Attorney Mr. Victor Flores stated that the option of reduced period of time is with the understanding that if more time was needed he showed progress on the property. He added that if the board tabled it for 60 days the board can always extend it for more time if needed.

There being no further discussion, Mr. Carl Davis entertained a motion Mr. Michael Davis moved to make this structure an unsafe building. Mr. Ken Jones seconded the motion. Upon a vote, the motion was unanimously approved.

Chairman Carl Davis entertained a motion Mr. Ken Jones motioned to "Table" the demolishing for 60 days to secure quotes on demolishing at 2312 N. Citrus Lane. Mr. Michael Davis seconded the motion. Upon a vote, the motion was unanimously approved.

Chairman Carl Davis entertained a motion to un-table item 1.5. Abel Beltran moved to un-table. Mr. Michael Davis second. Upon a vote, the motion was unanimously approved.

TABLED ITEM # 1.5

Unsafe Structure:

Start: 4:32p.m.

End: 4:39p.m.

801 E. Tom Landry

Lot 1, Block A, Wright Addition

R-2

Leonel A. Zamora

Ms. Dimas stated that on May 11, 2023 the city of mission sent a letter to Leonel Zamora for an unsafe structure. She mentioned that the letter was intended for a shed since the city had no access to the home. She also added that a code officer later throughout the year was able to access the home. She added that the house was also dilapidated. She mentioned that the property owner secured the home and getting quotes to remodel the home. She also mentioned that the property owner demolished the shed but the construction debris was still on the property.

Mr. Carl Davis asked that who was the inspector that inspected the home.

Ms. Dimas stated that the first inspector that inspected the shed was Joseph Flores and Mr. Abellino Leal inspected the home.

Mr. Michael Davis asked that who approves the certificate of occupancy.

Ms. Dimas stated that certificate of occupancy's are only issued for new construction.

City Attorney Mr. Victor Flores asked Ms. Dimas that what does the property owner requirements to make it a safe structure.

Ms. Dimas stated that the roof was collapsing, new foundation, new plumbing, new electrical, and leveling the home.

City Attorney Mr. Victor Flores stated but just to make it into a safe structure what does it need.

Ms. Dimas stated that the roof we need to be repaired and leveling the home.

Ms. Dimas stated that the intentions of the property owner is to remodel the home. She added that the main reason she declared it an unsafe structure was vandalism.

Chairman Carl Davis entertained a motion Mr. Michael Davis motioned to "Table" this item to speak to the property owner at 801 E. Tom Landry. Mr. Ken Jones seconded the motion. Upon a vote, the motion was unanimously approved.

**ITEM #2.0
ADJOURNMENT**

There being no other business, Mr. Ken Jones moved to adjourn. Mr. Abel Beltran seconded the motion. Upon a unanimous vote, the meeting was adjourned at 4:40 p.m.



Carl Davis, Chairman
Building Board of Adjustments & Appeals

**ZONING BOARD OF ADJUSTMENTS
DECEMBER 6, 2023
CITY HALL'S COUNCIL CHAMBERS**

ZBA PRESENT

Alberto Salazar
Heraclio Flores, Jr.
Andrew Riddle
Michael R. De Leon
Dolly Elizondo

ZBA ABSENT

Eluid Reyna
Humberto Garza
Marty Gonzalez

STAFF PRESENT

Susie De Luma
Victor Flores
Irasema Dimas
Jessica Munoz
Alex Hernandez
Arturo Lerma
Nancy Chavira
Joseph Flores

GUESTS PRESENT

Imelda Pena
Guadalupe Garcia
Denis McElligatt
George & Rosemary Weber
Jennifer Gama
Phil Hemenway
Rent Clark
Elsa Gress
Glenh Hamilton
Joe Mohuey
Charlie Meiu
Dave Demorett
Diane Huggan
Luis Hernandez
Joe & Mary
Luis Gonzalez
Daniel & Bertha Newman
Dan Hamilton
Anwar Perez
Luis Verdiguell
Anthony Malone
David Munguia
Rosalva Salinas
Olga Martinez
Lilia Moncayo

CALL TO ORDER

Chairman Alberto Salazar called the meeting to order at 4:32 p.m.

CITIZENS PARTICIPATION

Chairman Alberto Salazar asked if there was anyone in the audience that had anything to present or express that was not on the agenda.

There was none.

APPROVAL OF MINUTES FOR OCTOBER 18, 2023

Chairman Alberto Salazar asked if there were any corrections to the minutes. Mr. Riddle moved to approve the minutes as presented. Mr. Flores seconded the motion. Upon a vote, the motion passed unanimously.

ITEM #1.1

TO KEEP A 5' SIDE SETBACK INSTEAD OF THE REQUIRED 6 & 0' REAR SETBACK INSTEAD OF THE REQUIRED 10' AT 410 DOHERTY AVE., BEING LOT 4, BLOCK 79, MISSION ORIGINAL TOWNSITE, AS REQUESTED BY IMELDA I. PEÑA

Ms. Dimas stated that the subject site is located approximately 100' north of E. 4th Street along the east side of Doherty Avenue. The lot measures 50'x150' for a total of 7,500 sq.ft.

The applicant would like the Board to consider the above-mentioned variances to keep the following: 1) an 8'x35' side carport, 2) a 6'x20' portion of a residential addition, and 3) an 8'x35' carport along the rear of the property. These additions were done in 2014 and 2016 without permits. Ms. Peña mentioned that in 2014 she came to the city to ask for a permit and the person that helped her told her, that he would handle everything. Unfortunately, staff found no records of any permits filed nor issued.

Staff notes that ZBA has not approved any variances within the surrounding blocks

Staff mailed out 21 notices to the surrounding property owners within 200' radius to get their input in regards to this request. As of this writing staff has not received any comments in favor or against the request. Since the lot is not unique in shape and the violation was self-inflicted, staff cannot support the request.

RECOMMENDATION: Staff recommends denial. The structures need to be modified to comply with the required setbacks.

Chairman Alberto Salazar asked if the board had any questions for staff.

Mr. Riddle asked that if the 35x8 was what was in question and not the structure next to it?

Ms. Dimas stated that it was the carport. She added that the structure was built in the 70's. She mentioned that the city allowed double occupancy or double units in the down town area.

Mr. Riddle asked that if one of the carports had electricity?

Ms. Dimas stated that there was the one on the north side, facing Doherty and the other one facing the alley.

Ms. Elizondo stated that there was a structure on the 10' utility easement in the rear.

Ms. Dimas stated that the structure in the rear was built in the 70's. She mentioned that the area was zoned R-2 (Duplex-Fourplex Residential) and it was an allowable use.

Mrs. Imelda Pena who resides at 410 Doherty stated that the county had messed up the dates on when her structures were built. She added that one of the structures in the back was built in the 40's. She mentioned that she came to the city and asked for a permit. She added that the director then followed her home and looked and stated it was fine to build. She stated that the second carport the one on the right she went ahead and built it without permits since the first one was ok to build. She mentioned that she was going to sell the property and was using the carports as storage.

Ms. Elizondo asked that if county had giving Mr. Pena and documentation acknowledging the wrong dates.

Ms. Pena stated "no"

Chairman Alberto Salazar entertained a motion to close the public hearing. Ms. Elizondo moved to close the public hearing. Mr. Riddle seconded the motion. Upon a vote, the motion passed unanimously.

There being no further discussion, Chairman Alberto Salazar entertained a motion for the front carport variance, Mr. Riddle moved to deny the variance request. Ms. Elizondo seconded the motion. Upon a vote, the motion passed unanimously.

Chairman Alberto Salazar entertained a motion for the rear carport variance, Mr. Riddle moved to deny the variance request. Ms. Elizondo seconded the motion. Upon a vote, the motion passed unanimously.

Chairman Alberto Salazar entertained a motion for the residential addition variance, Ms. Elizondo moved to "Table" the variance request to allow staff time to take picture of the residential addition. Mr. Flores seconded the motion. Upon a vote, the motion passed unanimously.

ITEM #1.2

TO KEEP A 0' FRONT SETBACK INSTEAD OF THE REQUIRED 20' & A 3.5' SIDE SETBACK INSTEAD OF THE REQUIRED 6' AT 1305 OBLATE AVE., BEING LOT 8, BLOCK 218, MISSION ORIGINAL TOWNSITE, AS REQUESTED BY ANTONY MALONE

Ms. Dimas stated that the subject site is located approximately 50' north of E. 13th Street along the west side of Oblate Avenue. The lot measures 50'x150' for a total of 7,500 sq.ft.

The applicant would like the Board to consider the above-mentioned variances to keep a 10'x20' carport that was built without a permit. Mr. Malone stated that the carport was to replace an existing carport that was there for over 30 years.

Staff notes that ZBA has not approved any variances within surrounding blocks.

Staff mailed out 16 notices to the surrounding property owners within 200' radius to get their input in regards to this request. As of this writing staff has not received any comments in favor or against the request. Since the lot is not unique in shape and the violation were self-inflicted, staff cannot support the request.

RECOMMENDATION: Staff recommends denial. The structures need to be modified and/or removed to comply with the required setbacks and square footage allowed.

Chairman Alberto Salazar asked if the board had any questions for staff.

Chairman Alberto Salazar asked if the structure was into the right of way?

Mr. Riddle asked that how many feet was the structure into the property line?

Ms. Dimas stated that the structure was on the zero-lot line.

Mr. Anthony Malone who resides at 1305 Oblate Street stated that his biggest mistake was not getting a permit. He added that the reason he built the carport was to protect his car from the heat. He mentioned that his 3-year-old daughter had leukemia and would like to keep his carport to protect her from the chemicals the car releases when it's not protected by a carport.

Chairman Alberto Salazar entertained a motion to close the public hearing. Mr. Riddle moved to close the public hearing. Ms. Elizondo seconded the motion. Upon a vote, the motion passed unanimously.

City Attorney Mr. Victor Flores stated that on Monday an ordinance committee meeting was held to discuss about having an alternate board for reasonable accommodations that would fall into the fair housing (ADA) that

would be more of a permit process that wouldn't be attached to the land. He mentioned that committee had agreed for the city to pursue that change to the ordinance. He stated that amendment can take up to 2 or 3 months to implement for medical exceptions.

There being no further discussion Chairman Alberto Salazar entertained a motion. Ms. Elizondo moved to "Table" the variance request until that ordinance was implemented. Mr. Flores seconded the motion. Upon a vote, the motion passed unanimously.

ITEM #1.3

TO ALLOW REDUCED SETBACKS AND SQ.FT. ON A R-4 ZONE (MOBILE & MODULAR HOME) FOR A MOVE-IN HOME AT 1424 CARMEL DRIVE, BEING LOT 5, BLOCK F, WINTER GREEN ESTATES, AS REQUESTED BY JOANIE MARTUCCI

Ms. Dimas stated that the subject site is located approximately 245' east of Santa Cruz Drive along the south side of Carmel Drive. The lot measures 33'x55' for a total of 1,815 sq.ft.

The applicant would like the Board to consider the above-mentioned variances to allow her to move in a home at the property and meet the following setbacks instead of the required R-1.

Section 1.40 – R-4 Mobile Home district, 3(f) states: One single-family dwelling per lot. Structures must meet the requirements of the R-1 district. The applicant already obtained City Council's approval for the conditional use permit to move in the home. Now she is seeking a variance to the required R-1 setbacks. Staff notes that what the applicant is proposing is mostly consistent with the R-4 zone setbacks with the exception of the side, which she is proposing 5' instead of 6'.

	R-4 setbacks	R-4 setbacks	Proposed setbacks
Front	15'	20'	15'
Rear	5'	10'	5'
Side	6'	6'	5'

Staff notes that ZBA has considered the following variances in this subdivision.

<u>Legal Description</u>	<u>Variance Request</u>	<u>Date of Meeting</u>	<u>Recommendation</u>
Lots 1-24, Blocks F, G, H, I, J, K, L, M	5' Side	3/13/01	Approval
Lot 13, Block M	6.4' Corner	1/17/07	Denied
Lot 1, Block J	13.8' Garage	5/20/15	Approval
Lot 1, Block E	4' Side	12/14/16	Approval

Staff mailed out 56 notices to the surrounding property owners within 200' radius to get their input in regards to this request. As of this write up we haven't received any comments in favor or against the request.

RECOMMENDATION: Staff recommends approval. The applicant's proposal will not have a detrimental effect to the surrounding properties.

Chairman Alberto Salazar asked if the board had any questions for staff.

There was none.

Chairman Alberto Salazar entertained a motion to close the public hearing. Ms. Elizondo moved to close the public hearing. Mr. Flores seconded the motion. Upon a vote, the motion passed unanimously.

There being no discussion Chairman Alberto Salazar entertained a motion Ms. Elizondo moved to approve the variance request as presented. Mr. De Leon second the motion. Upon a vote, the motion passed unanimously.

ITEM #1.4

TO ALLOW A DRIVEWAY ACCESS THROUGH THE REAR OF THE PROPERTY (ESPERANZA AVE.) AT 1504 ALEXA MARIE STREET, BEING LOT 7, CRYSTAL ESTATES PHASE I, AS REQUESTED BY CLAUDIA GARZA

Ms. Dimas stated that the subject site is located at the end of the cul-de-sac of Truman Avenue and Alexa Marie Street. —see vicinity map. The irregular lot measure a total of 8,658 sq. ft.

The applicant is requesting to keep the rear access from Esperanza Street. Crystal Estates Phase I Subdivision was recorded with a plat note that prohibited Lots 6-10 to have rear access to Esperanza Street. All of these lots have double frontage and the applicant would like to have the option to be able to use Esperanza Street. Staff notes that currently the applicant does have an access through Esperanza Street. This violation was discovered by Code Enforcement Department while doing a sweep on the area.

Staff notes that ZBA has approve the following:

<u>Legal Description</u>	<u>Variance Request</u>	<u>Date of Approval</u>
Lots 1-5, Crystal Estates Ph. 2	Allow a driveway from Esperanza St.	11/14/18
Lot 8, Crystal Estates Ph. 1	Allow a driveway from Esperanza St.	4/19/23
Lot 10, Crystal Estates Ph. 1	Allow a driveway from Esperanza St.	4/19/23

Staff mailed out 26 notices to the surrounding property owners within 200’ radius to get their input in regards to this request. As of this writing staff has not received any comments in favor or against the request.

RECOMMENDATION: Staff recommends denial, they must comply with subdivision plat.

Chairman Alberto Salazar asked that when the other variances were approved was it required to cut the curb?

Ms. Dimas stated “yes” that is one of the requirements.

Mrs. Claudia Garza who resides at 1504 Alexa Marie stated that she purchased the house 3 years ago. She mentioned that it was beneficial to her and family that the home had a rear access.

Chairman Alberto Salazar entertained a motion to close the public hearing. Ms. Elizondo moved to close the public hearing. Mr. Riddle seconded the motion. Upon a vote, the motion passed unanimously.

Chairman Alberto Salazar entertained a motion. Mr. Riddle moved to approve the variance request. Mr. De Leon seconded the motion. Upon a vote, the motion passed unanimously.

ITEM #1.5

TO KEEP A 5.4’ REAR SETBACK INSTEAD OF THE REQUIRED 10’ AT 3702 HUMMINGBIRD LANE, BEING LOT 131, RETAMA VILLAGE PHASE 2, AS REQUESTED BY ERIC & JULIE SKINNER

Ms. Dimas stated that the subject site is located approximately 50’ west of Kingfisher Lane along the north side of Hummingbird Lane. The lot measures 65’ x 125.17’ for a total 8,136.05 sq. ft.

The applicant would like the Board to consider the above-mentioned variance to keep an 18'x18' storage, which was built in 2018 without obtaining the proper permits. The applicant did express that the house is vacant and is on the market and they wish to resolve this problem before it sells.

Staff notes that ZBA has considered the following variances within this subdivision.

<u>Legal Description</u>	<u>Variance Request</u>	<u>Date of Meeting</u>	<u>Recommendation</u>
Lot 157	12' Front	8/1/12	Approval
Lot 142	9.2' Rear	5/20/15	Approval
Lot 143	6.8' Rear	5/20/15	Approval
Lot 144	6' Corner	5/20/15	Approval
Lot 129	5' Rear	5/20/15	Approval

Staff mailed out 27 notices to the surrounding property owners within 200' radius to get their input in regards to this request. As of this writing staff has not received any comments in favor or against the request.

RECOMMENDATION: Since it's a self-inflicted violation, staff recommends denial. Structures need to be modified or removed to comply with the required setbacks.

Chairman Alberto Salazar asked if the board had any questions for staff.

Mr. De Leon asked that if all the variances in the area were approved.

Ms. Dimas stated "yes".

Mr. Luis Gonzalez was present representing Mr. & Mrs. Skinner. He stated that Mr. & Mrs. Skinner lived out of town and would like the variance to be approved like the rest in the area.

Chairman Alberto Salazar entertained a motion to close the public hearing. Ms. Elizondo moved to close the public hearing. Mr. De Leon seconded the motion. Upon a vote, the motion passed unanimously.

Chairman Alberto Salazar entertained a motion. Mr. Riddle moved approve the variance request as presented. Mr. Elizondo second the motion. Upon a vote, the motion passed unanimously.

**ITEM #1.6
TO KEEP A 0' FRONT SETBACK INSTEAD OF THE REQUIRED 20' AND A 1.5' SIDE SETBACK INSTEAD OF THE REQUIRED 6' AT 111 MINA DE ORO, BEING LOT 19, BLOCK 6, TIERRA DORADA SEC. 2, AS REQUESTED BY GUADALUPE GARCIA**

Ms. Dimas stated that the subject site is located approximately 450' south of Tierra Dorada Blvd. along the west side of Mina De Oro St. The lots measures 60' x 100' for a total 6,000 sq. ft.

The applicant would like the Board to consider the above-mentioned variances to keep a 19'x21.6' carport and a 10'x10' storage shed, which were built without obtaining the proper permits. Code Enforcement did a sweep on the subdivision and tagged several properties for construction without a permit sometime back and the property owners are trying to bring their properties into compliance.

Staff notes that ZBA has considered the following variances within this subdivision.

<u>Legal Description</u>	<u>Variance Request</u>	<u>Date of Meeting</u>	<u>Recommendation</u>
Lot 10, Block 13	2' Side	10/20/10	Approval
Lot 12, Block 5	0' Side	11/14/18	Denied
Lot 12, Block 5	14' Front / 4' Side	2/20/19	Approval

Lot 19, Block 4	10' Front / 4' Side	12/4/19	Approval
Lot 12, Block 5	11' Front/ 4" Side	2/19/20	Approval
Lot 3, Block 4	0' East Side/3.6' West Side & 0' Rear	10/18/23	Denied

Staff mailed out 40 notices to the surrounding property owners within 200' radius to get their input in regards to this request. As of this writing staff has not received any comments in favor or against the request.

RECOMMENDATION: Since it's a self-inflicted violation, staff recommends denial. Structure need to be modified or removed to comply with the required setbacks.

Chairman Alberto Salazar asked if the board had any questions for staff.

Ms. Elizondo asked that if the shed was on concrete or block?

Ms. Dimas stated that we didn't have that information because access was not granted to the rear of the property.

Mrs. Lilia Moncayo was present representing her mother who resides at 111 Mina De Oro. She stated that the carport was built by her brother about 10 months ago for her mother to relax outside and for shade.

Chairman Alberto Salazar asked that if the storage shed was on foundation or on blocks?

Mrs. Moncayo stated that the shed was on blocks.

Mr. Riddle asked Mrs. Moncayo that if her mother had any medical disabilities?

Mrs. Moncayo stated that her mother is turning 81 and she had mobility problems.

Chairman Alberto Salazar entertained a motion to close the public hearing. Ms. Elizondo moved to close the public hearing. Mr. Riddle seconded the motion. Upon a vote, the motion passed unanimously.

The first item being discussed is the shed.

Chairman Alberto Salazar entertained a motion. Mr. Riddle moved to approve the variance for the 10x10 storage shed. Mr. De Leon second the motion. Upon a vote, the motion passed unanimously.

The second item being discussed is the carport.

Chairman Alberto Salazar entertained a motion. Ms. Elizondo moved to approve "Table" the variance request for the carport. Mr. De Leon second the motion. Upon a vote, the motion passed unanimously.

**ITEM #1.7
TO KEEP A 0' SIDE SETBACK INSTEAD OF THE REQUIRED 6' AT 1900 TENCHA STREET,
BEING LOT 150, SOUTHERN OAK PHASE 2, AS REQUESTED BY ROXANNE VASQUEZ**

Ms. Dimas stated that the subject site is located approximately 700' east of Tulipan Avenue along the north side of Tencha Street. The lots measures 61.09' x 105' for a total 6,414 sq. ft.

The applicant would like the Board to consider the above-mentioned variance to keep a 19'x37.9' carport, which was built without obtaining the proper permits. This violation was tagged by Code Enforcement in 2019

and since then they have opened several cases trying to get Ms. Vasquez to comply. Staff notes that recently Ms. Vasquez added rain gutters to the carport.

Staff notes that ZBA has considered the following variances within this subdivision.

<u>Legal Description</u>	<u>Variance Request</u>	<u>Date of Meeting</u>	<u>Recommendation</u>
Lot 161	2' Side	11/15/19	Approval
Lot 100	0' Side east / 2.9' Side west/ 0' Rear	3/17/21	Denied
Lot 100	3' Side east/2.4' Side west/ 2.4' & 0' Rear	4/19/23	Denied

Staff mailed out 33 notices to the surrounding property owners within 200' radius to get their input in regards to this request. As of this writing staff has received 1 call against the request.

RECOMMENDATION: Since it's a self-inflicted violation, staff recommends denial. Structure need to be modified or removed to comply with the required setbacks.

Chairman Alberto Salazar asked if the board had questions for staff.

Ms. Elizondo asked that what does open cases mean?

Ms. Dimas stated that they have 3 open cases against Mrs. Vasquez to comply.

Chairman Salazar asked if the canopy was behind the property line.

Ms. Dimas stated that is was on the property line. She added that Mrs. Vasquez just added rain gutters.

Ms. Elizondo asked that what was the reason for the no communication with Mrs. Vasquez.

Ms. Dimas stated that Mrs. Vasquez was a nurse and worked nights.

City Attorney Mr. Victor Flores stated that it was a period during covid and those cases took some time to get seen.

Chairman Alberto Salazar asked if the applicant was present.

Ms. Dimas stated that the applicant was not present due to covid.

Chairman Alberto Salazar entertained a motion to close the public hearing. Ms. Elizondo moved to close the public hearing. Mr. Riddle seconded the motion. Upon a vote, the motion passed unanimously.

Chairman Alberto Salazar entertained a motion. Ms. Elizondo moved to "Table" the item until the applicant was present. Mr. De Leon seconded the motion. Upon a vote, the motion passed unanimously.

ITEM #1.8

TO KEEP A 3' SIDE SETBACK INSTEAD OF THE REQUIRED 5' AND A 1' REAR SETBACK INSTEAD OF THE REQUIRED 10' AT 3204 SAN GABRIEL, BEING LOT 89, SHARYLAND PLANTATION VILLAGE LOMA VERDE PHASE 3, AS REQUESTED BY LUIS F. CANTU HERNANDEZ

Ms. Dimas stated that the subject site is located approximately 117' east of Santa Fe along the south side of San Gabriel Street. The lots measures 60' x 100' for a total 6,000 sq. ft.

The applicant would like the Board to consider the above-mentioned variances to keep an 8'x10' shed and a 6.5'x13.5' pergola, which were built without obtaining the proper permits. Code Enforcement has tagged several properties for construction without a permit in the Sharyland Plantation area.

The aerial shows a structure on the west side of the property encroaching into the side setback, however the structure has been relocated and now is complying.

Staff notes that ZBA has not considered any variances within this subdivision.

Staff mailed out 36 notices to the surrounding property owners within 200' radius to get their input in regards to this request. As of this writing staff has not received any comments in favor or against the request.

RECOMMENDATION: Since it's a self-inflicted violation, staff recommends denial. Structure need to be modified or removed to comply with the required setbacks.

Chairman Alberto Salazar asked if the board had questions for staff.

Mr. Riddle asked that if the HOA was involved in this case?

Ms. Dimas stated that she emailed the HOA but didn't get a response.

Mr. De Leon stated that maybe there's no HOA.

Ms. Dimas stated "yes" that area is the Sharyland Plantation area.

Ms. Elizondo stated that the Sharyland Plantation area has an HOA and an Architectural Control Committee.

Mr. Fernando Cantu who resides at 3204 San Gabriel stated that he purchased the home 9 years ago. He added that he built the pergola without knowing he needed a permit. He added that if the pergola needed to be removed he would remove it. He stated that the storage shed had been there since he purchased the home.

Mr. Riddle asked that if he purchased the home through a tittle company?

Mr. Cantu stated "yes".

Mr. Riddle asked that if we can get a copy of the title commitment to check if there was an exemption for the storage shed.

Chairman Alberto Salazar entertained a motion to close the public hearing. Ms. Elizondo moved to close the public hearing. Mr. Riddle seconded the motion. Upon a vote, the motion passed unanimously.

The first item to be considered is the shed.

Chairman Alberto Salazar entertained a motion. Mr. Riddle moved to "Table" the item. Mr. De Leon seconded the motion. Upon a vote, the motion passed unanimously.

The second item to be considered is the pergola.

Mr. De Leon asked that if the property had any utility easements in the rear.

Ms. Dimas stated "yes"

Chairman Alberto Salazar entertained a motion. Mr. Riddle moved to "Table" the item. Mr. De Leon seconded the motion. Upon a vote, the motion passed unanimously.

Discussion amongst the board.

ITEM #1.9

TO KEEP A 10' GARAGE SETBACK INSTEAD OF THE REQUIRED 18' AT 4003 AZUCENA STREET, BEING LOT 60, COLINAS DEL RIO PHASE 2, AS REQUESTED BY ROSALVA SALINAS

Ms. Dimas stated that the subject site is located approximately 70' north of Azalea Street along the west side of Azucena Street. The lots measures 60' x 100' for a total 6,000 sq. ft.

The applicant would like the Board to consider the above-mentioned variance to keep a 20'x25' carport, which was built without obtaining the proper permits. It is noted that there are 2 other structures on the rear of the property encroaching into setbacks. Planning Staff tried contacting the applicant in order to give us access to take pictures and measurements and were unsuccessful.

Staff notes that ZBA has considered the following variances within this subdivision.

<u>Legal Description</u>	<u>Variance Request</u>	<u>Date of Meeting</u>	<u>Recommendation</u>
Lot 19, Phase III	0'Front/5.7' Side	4/21/21	Denied
Lot 59, Phase II	0'Front/3'Side/1'Rear	9/20/23	Approval

Staff mailed out 35 notices to the surrounding property owners within 200' radius to get their input in regards to this request. As of this writing staff has not received any comments in favor or against the request.

RECOMMENDATION: Staff recommends to Table the item until all measurements and pictures are taken.

Chairman Alberto Salazar asked if the board had questions for staff.

There was none.

Mrs. Rosalva Salinas who resides at 4003 Azucena stated that she was aware that she needed to obtain a building permit. She stated that someone from the city told her she could built the carport where it was at. She mentioned that since she had the material at her house it was easy just to start building it without a permit.

Ms. Dimas stated that the board had to address the structures in the back and Mrs. Salinas needed to give the city access to take pictures and measure.

Mrs. Salinas stated that she was not aware that permits were needed for any structures in the rear of her property.

Chairman Alberto Salazar entertained a motion to close the public hearing. Ms. Elizondo moved to close the public hearing. Mr. De Leon seconded the motion. Upon a vote, the motion passed unanimously.

Chairman Alberto Salazar entertained a motion. Mr. Salazar moved to "Table" the item. Ms. Elizondo seconded the motion. Upon a vote, the motion passed unanimously.

Chairman Alberto Salazar entertained a motion to remove the item from "Table". Ms. Elizondo moved to remove the item from the table. Mr. De Leon seconded the motion. Upon a vote, the motion passed unanimously.

ITEM #2.0

TABLED: TO KEEP A 0' CORNER SIDE SETBACK INSTEAD OF THE REQUIRED 10', 0' SIDE SETBACK INSTEAD OF THE REQUIRED 5', AND A 2' REAR SETBACK INSTEAD OF THE REQUIRED 12' U.E. AT 3709 SAN RODRIGO, BEING LOT 10, SHARYLAND PLANTATION VILLAGE LAS PALMAS DEL REY, AS REQUESTED BY LUIS VERDIGUEL

Ms. Dimas stated that this item was previously tabled on October 15, 2023 in order to allow the property owner time to get with 811 to spot any utility lines within the property and get with the HOA. As of this write up staff has not received any information.

The subject site is located on the Northwest corner of Santa Lorena and San Rodrigo. The lot measures 65'x110' for a total 7,150 sq.ft.

The applicant would like the Board to consider the above-mentioned variances to keep the following: a 6' x 15' shed, an attached pergola to the home, and a 5' x 20' pergola, which were built without obtaining the proper permits. The first violation was discovered by the Code Enforcement Division when doing a sweep in the area.

Staff notes that ZBA has considered the following variances within this subdivision.

<u>Legal Description</u>	<u>Variance Request</u>	<u>Date of Meeting</u>	<u>Recommendation</u>
Lots 1, 10 & 11, 28 & 29, 34 & 35, 40 & 41, and 70	10' corner setback	5/9/00	Approved

It is noted that previously this property obtained a variance for the corner setback to be at 10' instead of the platted note of 15. Staff mailed out 29 notices to the surrounding property owners within 200' radius to get their input in regards to this request. As of this writing staff has not received any comments in favor or against the request.

RECOMMENDATION: Since it's a self-inflicted violation, staff recommends denial. Structures need to be modified to comply with the required setbacks.

Chairman Alberto Salazar asked if the board had questions for staff.

Chairman Alberto Salazar stated that Ms. Dimas stated that the setback was moved once.

Ms. Dimas stated that the original corner side setback was 15'. She added that a mass variance was done for the corner side setback.

Chairman Alberto Salazar asked if the applicant was present.

Mr. Luis Verdiguél who resides at 3709 San Rodrigo stated that he was the original owner of the home and one of the first ones to build on that subdivision. He added that he submitted an approval to the HOA and it was denied. He mentioned that he called 811 to mark the utilities in the back but the company didn't find and utilities. He added that he built the pergola back in 2021 and would like the board to approve his variance. He mentioned that the other item was his shed and was denied by the HOA and needed to be moved.

Chairman Alberto Salazar entertained a motion to close the public hearing. Ms. Elizondo moved to close the public hearing. Mr. De Leon seconded the motion. Upon a vote, the motion passed unanimously.

Mr. De Leon stated that the subdivision was very common for structures on setbacks.

First item being discussed is the shed.

Chairman Alberto Salazar entertained a motion. Mr. Salazar moved to deny the item. Ms. Elizondo seconded the motion. Upon a vote, the motion passed 3-1.

The second item to discussed is the pergola.

Discussion amongst the board.

Chairman Alberto Salazar entertained a motion. Mr. De Leon moved to approve the item subject to its footprints. Ms. Elizondo seconded the motion. Upon a vote, the motion passed unanimously.

Chairman Alberto Salazar entertained a motion to remove the item from "Table". Ms. Elizondo moved to remove the item from the table. Mr. Flores seconded the motion. Upon a vote, the motion passed unanimously.

ITEM #2.1

TABLED: TO KEEP A 19" SIDE SETBACK INSTEAD OF THE REQUIRED 6', A 4.7' REAR SETBACK INSTEAD OF THE REQUIRED 10' AND TO KEEP A TOTAL OF 1,946 SQ.FT. INSTEAD OF THE 40% ALLOWED FOR LIVING AREA AT 1617 HERITAGE LANE, BEING LOT 9, BLOCK 1, GOLDEN CREST MANOR, AS REQUESTED BY ANWAR H. PEREZ

Ms. Dimas stated that this item was previously tabled on October 15, 2023 in order to allow the property owner time to get 3 quotes showing the cost of compliance with zoning ordinance is greater than 50% of the appraised value of the structures. The applicant has submitted the quotes for review. The total value for the carport and garage is \$54,773 as per the Hidalgo County Appraisal District. Based on the quotes submitted the cost is not greater than 50% of the appraised value.

The subject site is located at the northwest corner of the cul-de-sac between Heritage Lane and Dr. Fernando Ortegon Drive. The irregular lot measures 118'x131.50' for a total 15,517 sq.ft.

The applicant would like the Board to consider the above-mentioned variances to keep the following: 1) a 60'x23' carport/garage, which were built without obtaining the proper permits and 2) to allow 1,146 sq.ft. over the maximum sq.ft.

Accessory structures are allowed on R-1 (Single Family Residential) lots, however, they need to meet the following requirements.

- d) An accessory use customarily related to a principal use authorized in this district. Furthermore, any non-living accessory structure, such as a carport or a garage, whether as an addition or as a detached building, shall not exceed a maximum size equal to 40% of the primary structure's living area; and shall not exceed the primary structure's total height, as measured to the top of its roof. However, if the primary structure's living area totals less than 2,000 square feet, the accessory structure may be constructed to a maximum size of 800 square feet. It is noted that total living area of the home is 2,954 sq. ft. (2954 x 40%=1,182)

Staff notes that ZBA has considered the following variances within this subdivision.

<u>Legal Description</u>	<u>Variance Request</u>	<u>Date of Meeting</u>	<u>Recommendation</u>
Lot 1, Block 2	3' corner setback	8/14/01	Denied
Lot 17, Block 4	2' side setback & 6.6" rear setback	1/25/21	Approval
Lot 20, Block 4	0'side setback to the east; 1.3' side	1/25/21	Denied

	setback to the west & 0' rear setback		
Lot 18, Block 4	3.6' side setback & 1' rear setback	3/3/21	Approval
Lots 21 & 22, Block 4	6.5' rear setback	3/3/21	Approval
Lot 6, Block 3	1' side setback & 10" rear setback	3/3/21	Approval
Lot 7, Block 3	4' side setback & 5' rear setback	3/3/21	Approval
Lot 6, Block 2	0' side setback & 0' rear setback	11/16/22	Approval

Staff mailed out 18 notices to the surrounding property owners within 200' radius to get their input in regards to this request. As of this writing staff has not received any comments in favor or against the request.

RECOMMENDATION: Since it's a self-inflicted violation, staff recommends denial. The structures need to be modified and/or removed to comply with the required setbacks and square footage.

Chairman Alberto Salazar asked if the board had questions for staff.

There was none.

Mr. Anwar Perez who resides at 1617 Hertiage Lane. He stated that last time I was here was asked to present 3 quotes to remove structures or to modify. He added that he would like the board to grant his variance.

Chairman Alberto Salazar entertained a motion to close the public hearing. Ms. Elizondo moved to close the public hearing. Mr. De Leon seconded the motion. Upon a vote, the motion passed unanimously.

Chairman Alberto Salazar asked what was the appraised value?

Ms. Dimas stated that is was \$54,000.

Mr. De Leon stated that is was not greater than 50%.

Ms. Dimas stated that the garage was valued at \$22,838 and the carport at \$31,162.

There being no further comments, Chairman Alberto Salazar entertained a motion. Ms. Elizondo moved to approve the item due to the irregularity of the property subject to its footprints. Mr. De Luna seconded the motion. Upon a vote, the motion passed unanimously.

Chairman Alberto Salazar entertained a motion to remove the item from "Table". Ms. Elizondo moved to remove the item from the table. Mr. De Leon seconded the motion. Upon a vote, the motion passed unanimously.

ITEM #2.2

TABLED: TO KEEP A 0' FRONT SETBACK INSTEAD OF THE REQUIRED 20', A 2' SIDE SETBACK INSTEAD OF THE REQUIRED 6' AND TO KEEP A TOTAL OF 1,386 SQ.FT. INSTEAD OF THE 800 SQ.FT. MAXIMUM ALLOWED AT 3000 TULIPAN STREET, BEING LOT 51, TAURUS ESTATES NO. 3, AS REQUESTED BY OLGA MARTINEZ

Ms. Dimas stated that this item was previously tabled on October 15, 2023 in order to allow the property owner time to provide medical records for her son. As of this write-up, staff has not received any information from the applicant.

The subject site is located approximately 234' south of Giselle Street along the east side of Tulipan Street. The lot measures 60' x 117.50' for a total 7,050 sq. ft.

The applicant would like the Board to consider the above-mentioned variances to keep: 1) a 19.9' x 19.9' carport, 2) a 12'x12' storage shed, which were built without obtaining the proper permits; and to allow 587 sq.ft. over the maximum allowed.

Accessory structures are allowed on R-1 (Single Family Residential) lots, however, they need to meet the following requirements.

- d) An accessory use customarily related to a principal use authorized in this district. Furthermore, any non-living accessory structure, such as a carport or a garage, whether as an addition or as a detached building, shall not exceed a maximum size equal to 40% of the primary structure's living area; and shall not exceed the primary structure's total height, as measured to the top of its roof. However, if the primary structure's living area totals less than 2,000 square feet, the accessory structure may be constructed to a maximum size of 800 square feet. It is noted that total living area of the home is 1,252 sq. ft.

Staff notes that ZBA previously had approved the following:

<u>Legal Description</u>	<u>Variance Request</u>	<u>Date of Meeting</u>	<u>Recommendation</u>
Lot 3	19.5' front setback	9/11/01	Approved

Staff mailed out 29 notices to the surrounding property owners within 200' radius to get their input in regards to this request. As of this writing staff has not received any comments in favor or against the request. Since the lot is not unique in shape and the violation was self-inflicted, staff cannot support the request.

RECOMMENDATION: Staff recommends denial. The structures need to be modified and/or removed to comply with the required setback and square footage.

Chairman Alberto Salazar entertained a motion to close the public hearing. Ms. Elizondo moved to close the public hearing. Mr. De Leon seconded the motion. Upon a vote, the motion passed unanimously.

There being no discussion or comments, Chairman Alberto Salazar entertained a motion. Mr. Salazar moved to "Table" the item for medical reasons. Mr. De Leon seconded the motion. Upon a vote, the motion passed unanimously.

**ITEM #2.3
TO KEEP A 6' FRONT SETBACK INSTEAD OF THE REQUIRED 15' & A 0' SIDE SETBACK INSTEAD OF THE REQUIRED 6' AT 1735 E. SAN JUAN, BEING LOT 21, BLOCK 10, FIESTA VILLAGE, AS REQUESTED BY ROSEMARY WEBER**

Ms. Dimas stated that the subject site is located approximately 450' east of Laredo Blvd. along the north side of San Juan Ave. The lot measures 44.53'x55' for a total 2,449 sq. ft.

The applicant would like the Board to consider the above-mentioned variance to keep a 17'x48' carport, which was built in 2016 without a permit.

Staff notes that the applicant had applied for a variance in 2019 for a 0' front and side setbacks and were denied. Mr. Weber modified the carport to comply with the side setback however failed to comply with the front setback. Since 2019, Mr. Weber has had at least 3 strokes and is requesting that the Board reconsider his original variance request.

Staff notes that ZBA has considered the following variances within this subdivision.

<u>Legal Description</u>	<u>Variance Request</u>	<u>Date of Meeting</u>	<u>Recommendation</u>
Corner Lots	5' corner	4/10/01	Approval

ITEM #2.4

TO KEEP A 0' FRONT SETBACK INSTEAD OF THE REQUIRED 15' & A 0' REAR SETBACK INSTEAD OF THE REQUIRED 6' AT 1729 DALOBO BLVD., BEING LOT 146, MISSION PALMS ESTATES EAST, AS REQUESTED BY DAVID MUNGUA

Ms. Dimas stated that the subject site is located approximately 645' east of Laredo Blvd. along the north side of Dalobo Blvd. The lots measures 40' x 80' for a total 3,200 sq. ft.

The applicant would like the Board to consider the above-mentioned variance to keep a 14'x20' carport, and an 8'x10' storage shed which were built without obtaining the proper permits. Staff was unable to take pictures and measurements on the storage shed.

Staff notes that ZBA has not considered any variances within this subdivision.

Staff mailed out 38 notices to the surrounding property owners within 200' radius to get their input in regards to this request. As of this writing staff has not received any comments in favor or against the request.

RECOMMENDATION: Staff recommends to Table the item until all measurements and pictures are taken.

Chairman Alberto Salazar entertained a motion to "Table" the item to give staff time to take measurements of the structures on the rear of the property. Ms. Elizondo moved to "Table" the item. Mr. Flores seconded the motion. Upon a vote, the motion passed unanimously.

ITEM #2.5

TO KEEP A 7' GARAGE SETBACK INSTEAD OF THE REQUIRED 18', 0' SIDE SETBACK INSTEAD OF THE REQUIRED 6' AND 0' REAR SETBACK ISNTEAD OF THE REQUIRED 10' AT 1808 W. 15TH STREET, BEING LOT 245, SOUTHERN OAK PH. 3, AS REQUESTED BY ELSA M. GRESS

Ms. Dimas stated that the subject site is located approximately 130' west of Crisantema Ave. along the north side of W. 15th Street. The lots measures 60' x 105' for a total 6,300 sq. ft.

The applicant would like the Board to consider the above-mentioned variance to keep a 16.6'x20.10' carport, which was built without obtaining the proper permits. It is noted that there are several other structures on the sides and rear of the property encroaching into setbacks. Planning Staff tried contacting the applicant in order to give us access to take pictures and measurements and were unsuccessful.

Staff notes that ZBA has considered the following variances within this subdivision.

<u>Legal Description</u>	<u>Variance Request</u>	<u>Date of Meeting</u>	<u>Recommendation</u>
Lot 190, Phase III	0' side	2/18/15	Approval
Lot 191, Phase III	0' side	2/18/155	Approval
Lot 292, Phase III	6" side	12/4/19	Approval
Lot 133, Phase III	1' side	12/4/19	Tabled
Lot 189, Phase III	0' side	2/19/20	Approval
Lot 217, Phase III	1' & 2' side & 3' rear	2/16/22	Denied
Lot 261, Phase III	6.6' side	12/21/22	Denied

Planning Staff was denied access to the rest of the property; therefore, we were unable to get the measurements on other encroachments.

Staff mailed out 40 notices to the surrounding property owners within 200' radius to get their input in regards to this request. As of this writing staff has not received any comments in favor or against the request.

RECOMMENDATION: Staff recommends to Table the item until all measurements and pictures are taken.

Chairman Alberto Salazar entertained a motion to "Table" the item to give staff time to take measurements of the structures on the rear of the property. Ms. Elizondo moved to "Table" the item. Mr. Flores seconded the motion. Upon a vote, the motion passed unanimously.

3.0 OTHER BUSINESS

There was none.

4.0 ADJOURNMENT

There being no further business, Ms. Elizondo moved to adjourn. Mr. De Leon seconded the motion. Upon a vote, the motion passed unanimously at 6:39 p.m.



Alberto Salazar, Chairman
Zoning Board of Adjustments

**ZONING BOARD OF ADJUSTMENTS
JANUARY 22, 2024
CITY HALL'S COUNCIL CHAMBERS**

ZBA PRESENT

Alberto Salazar
Heracilo Flores, Jr.
Dolly Elizondo
Andrew Riddle
Humberto Garza
Marty Gonzalez

ZBA ABSENT

Ellud Reyna
Michael De Leon

STAFF PRESENT

Susie De Luna
Victor Flores
Jessica Munoz
Alex Hernandez

GUESTS PRESENT

Diana Izaguirre
Ingrid Izaguirre
Tycen Hanna

CALL TO ORDER

Chairman Mr. Alberto Salazar called the meeting to order at 12:03p.m.

CITIZENS PARTICIPATION

Chairman Mr. Alberto Salazar asked if there was anyone in the audience that had anything to present or express that was not on the agenda.

There was none.

APPROVAL OF MINUTES FOR DECEMBER 20, 2023

Chairman Alberto Salazar asked if there were any corrections to the minutes. Ms. Elizondo moved to approve the minutes as presented. Mr. Riddle seconded the motion. Upon a vote, the motion passed unanimously.

ITEM #1.1**Election of Chairman and Vice-Chairman**

Ms. Elizondo moved to elect Mr. Alberto Salazar as Chairman and Mr. Andrew Riddle as Vice Chairman. Mr. Garza seconded the motion. Upon a vote, the motion passed unanimously.

ITEM #1.2

TO ALLOW A 228 SQ. FT. GROUND POLE SIGN INSTEAD OF THE MAXIMUM 200 SQ.FT AT 2200 N. CONWAY AVENUE, BEING LOT 1, CONWAY HEIGHTS (RE-PLAT), AS REQUESTED BY I DECAL/ROGELIO AREVALO

Ms. De Luna stated that the subject site is located ¼ mile south of E. Griffin Parkway (FM 495) along the east side of Conway Avenue. The lot measures 300'x300' measuring a total 90,000 sq.ft.

The applicant would like the Board to consider the above-mentioned variance to allow the construction of a 19'x12' ground pole sign.

Section 86-154.2(e)2 states: Maximum size: One square foot per every linear foot of frontage to a public street, not to exceed 200 square feet per face. In the case of a multiunit complex a tenant sign may not exceed 200 square feet.

Staff mailed out 24 notices to the surrounding property owners within 200' radius to get their input in regards to this request. As of this writing staff has not received any comments in favor or against the request.

RECOMMENDATION: Staff has no objection to the 228 sq.ft. ground pole sign.

Chairman Alberto Salazar asked that if there was anyone in favor or against this variance.

There was none.

Chairman Alberto Salazar entertained a motion to close the public hearing. Ms. Elizondo moved to close the public hearing. Mr. Riddle seconded the motion. Upon a vote, the motion passed unanimously.

There being no discussion further discussion Chairman Alberto Salazar entertained a motion Ms. Elizondo moved to approve the variance request. Mr. Garza seconded the motion. Upon a vote, the motion passed unanimously.

ITEM #1.3

TO ALLOW A 12.3' GARAGE SETBACK INSTEAD OF THE REQUIRED 18' AND A 17' DRIVEWAY SETBACK INSTEAD OF THE REQUIRED 40' FROM INTERSECTION, AT 2504 MELODY COURT, BEING LOT 33, TAYLOR VILLAGE SUBDIVISION, AS REQUESTED TYCEN HANNA

Ms. De Luna stated that the subject site is located on the northeast corner of E. 25th Street and Melody Court. The irregular lot measures a total of 8,195 sq.ft. The applicant would like the Board to consider the above-mentioned variances for the construction of his new home to include the garage at 12.3' and a 17' circular driveway.

The City's standards manual requires a driveway to be a minimum of 40' away from any corner. Staff notes that ZBA has not considered any variances in this subdivision.

Staff mailed out 28 notices to the surrounding property owners within 200' radius to get their input in regards to this request. The applicant submitted a letter of approval from the Architectural Committee for Taylor Village Homeowners Association, Inc. approving the rendering.

RECOMMENDATION: Staff recommends denial the plans can be modified to comply with the required setbacks.

Chairman Alberto Salazar asked if the applicant was present?

Ms. Diana Izaguirre who was representing Mr. Tyler Hanna stated that it was the last lot in that subdivision and an irregular lot. She mentioned that the plans were reviewed by the HOA and got approved. She added that the only difference was that instead of the garage facing inside the lot it would face the street. She stated that it was a very irregular lot and that was why the variance was requested.

Mr. Riddle asked that if a circular driveway being built in the driveway?

Ms. Diana Izaguirre stated "yes"

Chairman Alberto Salazar entertained a motion to close the public hearing. Ms. Elizondo moved to close the public hearing. Mr. Garza seconded the motion. Upon a vote, the motion passed unanimously.


There being no discussion further discussion Chairman Alberto Salazar entertained a motion. Ms. Elizondo moved to approve the variance request. Mr. Garza seconded the motion. Upon a vote, the motion passed unanimously.

2.0 OTHER BUSINESS

There was none.

3.0 ADJOURNMENT

There being no further business, Ms. Elizondo moved to adjourn. Mr. Garza seconded the motion. Upon a vote, the motion passed unanimously at 12:16 p.m.



Albert Salazar, Chairman
Zoning Board of Adjustments

**CITIZEN'S ADVISORY COMMITTEE
March 26, 2024
Public Hearing/Regular Meeting**

Members Present

Lorenzo Garza, Chairman
Zoreida Lopez, Vice-Chairwoman
Roxanne Mendez
Monika Rosales-Flores
Marsha Terry
Alma Garcia
Emigdio Villanueva, Jr.

Members Absent

Cynthia Pacheco
Francisco Cadena

Staff Present

Jo Anne Longoria
Esther Rivera
Danny Sanchez

Guests Present

Rolando Florez- LRGVDC- Area Agency on Aging
David Perez- Comfort House
Monica Villarreal- Amigos Del Valle
Dianira Gonzalez- Amigos Del Valle
Roxanne Ramirez- Hope Family Health
Abel Bocanegra- City of Mission- Engineering Department
Michael Elizalde- City of Mission- Grants Department
Steven Kotsatos- City of Mission- Health Department
Chief Cesar Torres- City of Mission- Police Department
Frank Martinez- Children's Advocacy Center
Pat Blum- Children's Advocacy Center
Tina Martin- Children's Advocacy Center
Inex Vargas- Children's Advocacy Center
Jesus Sanchez- Children's Advocacy Center
Veronica Whitacre- CASA of Hidalgo and Starr Counties
Brad Bentsen- City of Mission- Parks and Recreation Department
Yenni Espinosa- City of Mission- Speer Memorial Library
Belen Gutierrez- ToGive International
Augusto Contreras- ToGive International
Anna Tirado- Creative Art Studio
Karla Montemayor- Affordable Homes of South Texas, Inc.
Dee Ochoa- Silver Ribbon Community Partners
Sandra Bagwell- Advocate for Fentanyl Awareness
Virginia Passamentt- City of Mission- Police Department
Jesse Pena- City of Mission- Police Department

Call Public Hearing to Order and Establish Quorum

Chairman Lorenzo Garza called Public Hearing to order at 5:33 pm. Mr. Danny Sanchez conducted roll call. He stated that seven (7) members were present therefore there was a quorum.

Citizens Participation

Chairman Garza asked if there were any citizens present to discuss any items on the agenda or to express their concerns. With no one present, and no comments, he continued with the next item.

Presentation on the Needs of City for Annual Action Plan FY 2024-2025

Chairman Garza stated that each presenter has approximately ten minutes to present their request and to state their name and the agency/department they're representing. He then asked the Citizen's Advisory Committee members and CDBG staff to introduce themselves. He explained that there would be a minor change to the order of presentations.

City of Mission- Engineering Department

Chairman Garza called on Engineering Department. Mr. Abel Bocanegra, City Engineer/Director introduced himself and presented a drainage construction project near the Astroland area. He explained that construction is needed for flooding alleviation from storms that the area is not equipped to handle when natural disasters occur. Mr. Bocanegra concluded by stating that the Engineering Department is requesting \$150,000 from CDBG funding as matching funds to continue construction for drainage and grant administration. After a brief discussion, Chairman Garza thanked Mr. Bocanegra and proceeded with the next presentation.

C.A.M.P University

Chairman Garza called on CAMP University. Ms. Pam Voss, Executive Director introduced herself and continued with a brief description on C.A.M.P University. She stated that C.A.M.P University is a day habilitation program that provides opportunities for young adults with special needs to continue developing life and social skills after high school and are requesting \$10,000.00 for ten special needs individuals. She explained that the program promotes staying active socially, mentally, and physically in order to reach their own maximum potential. Ms. Voss then mentioned that the requested amount would cover the salaries for the teachers and help minimize the cost per beneficiary attending. After a brief discussion, Chairman Garza thanked Ms. Voss and proceeded with the next presentation.

Affordable Homes of South Texas, Inc.

Chairman Garza then called on Affordable Homes of South Texas, Inc. Ms. Karla Montemayor, Grants Specialist introduced herself and explained their request for \$233,300.00 will assist eligible low to moderate income families to become first-time homeowners by subsidizing the mortgage principal amounts to make loan payments affordable. She mentioned the funds would benefit fourteen families with a projected subsidy of \$15,000.00. She stated that \$210,000.00 would be used for the homeownership assistance and \$23,300.00 would be for administrative costs. After a brief discussion, Chairman Garza thanked Ms. Montemayor and proceeded with the presentation.

Public Service Agencies

Amigos Del Valle

Ms. Monica Villarreal, Finance Director and Ms. Dianira Gonzalez, Nutrition Coordinator introduced themselves to the committee members. Ms. Villarreal presented the services they offer for senior housing assistance, congregate meals, meals on wheels, transportation, and free meals for veterans. She explained that they are currently offering daily hot meals and activities to senior citizens at their Amigos Del Valle Mission location. Ms. Villarreal provided a brief summary of the request for \$65,000.00 to serve 10,062 meals to forty homebound seniors. Funding will cover a meal for 250 serving days at a reimbursement rate

at \$6.48 per meal which has a slight increase from the prior year. After a brief discussion, Chairman Garza thanked Ms. Villarreal and Ms. Gonzalez and proceeded with the next presentation.

CASA of Hidalgo County

Ms. Veronica Whitacre, Executive Director introduced herself and thanked the committee for their support. She provided a brief summary of the request for \$2,000.00 to provide services to four abused and neglected children by representing them during court proceedings. She mentioned that the agency continues with challenges to serve due to the removal process: CPS is required to classify the situation as being in imminent danger (House Bill-567). She explained that funds are utilized for salaries for Case Managers. After a brief discussion, Chairman Garza thanked Ms. Whitacre and proceeded with the presentation.

Comfort House Services, Inc.

Mr. David Perez, Administrator introduced himself and thanked the members for their support. He explained the agency provides twenty-four-hour palliative care to five terminally ill individuals who have a prognosis of four months or less to live. He stated there is a ten-bedroom home in McAllen where they house individuals from the Rio Grande Valley and surrounding counties. The requested amount of \$5,000.00 will pay for small salary portion for caregivers that will provide terminally ill individuals with the best support and care before the patient passes. After a brief discussion, Chairman Garza thanked Mr. Perez and proceeded with the next presentation.

Children's Advocacy Center

Mr. Jesus Sanchez, Executive Director, Inex Vargas, Frank Martinez, Pat Blum, and Tina Martinez from the Children Advocacy Center's advisory committee introduced themselves. Mr. Sanchez explained that the agency has been serving the community for over 24 years by providing family advocacy to children to address their needs and provide mental health services. Ms. Vargas stated that the agency works with Child Protective Services, Police Departments and other agencies. Mr. Sanchez stated that the funding will be used for salaries for a coordinated team investigation to reduce the emotional trauma on child abuse victims. Additional services include sexual assault examinations, child/play therapy intervention counseling, case review, long term individual and family counseling, case tracking and follow up services. Mr. Sanchez stated that the agency is requesting \$20,000.00 to assist one-hundred abused children. After a brief discussion, Chairman Garza thanked Mr. Sanchez, Ms. Vargas, Mr. Martinez, Ms. Blum, and Ms. Martinez and proceeded with the next presentation.

LRGVDC- Area Agency on Aging

Minor Residential Repairs

Mr. Rolando Flores, Program Specialist introduced himself, thanked everyone for their support and explained that they are requesting \$20,000.00 for thirty elderly senior citizens for health maintenance (prescribed medication and medical supply equipment), residential repairs/modifications, and homemaker services (housekeeping, home management, and meal preparation). This budget would be used to pay for minor repairs like grab bars, handicap toilets, door widening as well as medical supplies, equipment, housekeeping, and home management. Direct Services provided to elderly individuals over the age of 60. Mr. Flores mentioned the areas covered by the agency include Hidalgo, Cameron, and Willacy counties. After a brief discussion, Chairman Garza thanked Mr. Flores, and was ready to proceed with their second request.

Aging and Disability Resource Center

Mr. Flores continued request for LRGVDC. He stated that they want to implement an Aging and Disability Resource Center by incorporating more veterans with disabilities for all ages. He went on to emphasize that the veterans need to be low income. He also stated that three vendors will be going out for bids for homemaker services. Mr. Flores stated that both projects are targeting City of Mission residents only. Mr.

Flores concluded by requesting \$20,000.00 from CDBG funds to be able to implement the program towards thirty City of Mission veterans. After a brief discussion, Chairman Garza thanked Mr. Flores and proceeded with the next presentation.

HOPE Family Health Center

Ms. Roxanne Pacheco, Executive Director introduced herself and provided a brief summary of HOPE Family Health Center and how the agency provides medical and behavioral health services including chronic disease management, psychotherapy, nutrition education, lifestyle management, case management, care coordination, and COVID-19 education awareness. She stated that the request for \$8,000.00 will be used to assist twenty patients with office visits, consultations, referrals, lab fees, medication/prescription fees, case management services, diagnostic testing, etc. After a brief discussion, Chairman Garza thanked Ms. Pacheco and proceeded with the next project.

Silver Ribbon Community Partners

Ms. Dee Ochoa, Executive Director introduced herself and thanked the committee for their support. She provided a brief summary of their request for \$8,000.00 to provide services to eighteen disabled and elderly individuals. She mentioned they provide financial assistance for rent, rent deposits, utilities, utility deposits, which prevents them from eviction and becoming homeless and provide medical equipment. After a brief discussion, Chairman Garza thanked Ms. Ochoa and proceeded with the next presentation.

ToGive International

Mr. Augusto Contreras, Executive Director and Ms. Belen Gutierrez, Grants Specialist introduced themselves and provided a brief summary of the request for \$14,000.00 to provide scholarships to ten eligible students for fine arts education and training classes at Creative Arts Studios. He stated students will be able to attend two days, one hour each day Monday-Thursday or Saturdays for two hours, and will be able to select a class of their choice within the course catalog (dance, visual art, theatre, or music). After a brief discussion on the services provided, Chairman Garza thanked Mr. Contreras and Ms. Gonzalez and proceeded with the next presentation.

Departments

City of Mission- Speer Memorial Library

Ms. Yenni Espinosa, Library Director introduced herself and provided an update on when the last time it was the computers were last serviced for updates. She went on to say that it had been three years since the computers were serviced. Ms. Espinosa elaborated on how outdated the computers were generally, and how the city's library needs to keep up with Hidalgo County systems as far as day-to-day operations are concerned. Chairman Garza had a question regarding how outdated the computers were including the software. Ms. Espinosa responded that the last time the library received new computers was 2009. She stated that it's now become a problem because of the saving process of a file wasn't saving the majority of the time especially with newer software and technology such as Google Docs. Ms. Espinosa concluded that due to the needs of the Speer Memorial Library's day-to-day operations, the library is requesting \$12,455.00 to be able to purchase new computers within the study rooms and install up to date software to provide City of Mission residents with efficient resources within the community. After a brief discussion, Chairman Garza thanked Ms. Espinosa and proceeded with the next presentation.

City of Mission- Health Department

Mr. Steven Kotsatos, Health Director introduced himself and provided a summary on his project regarding the Envelope of Life. He stated that the envelope would be able to provide life saving information for first responders. He elaborated that City of Mission residents could be identified with a sticker on their vehicles or with a red cross posted on a window of a home. Mr. Kotsatos stated that first responders aren't really sure how to approach the residents that need urgent care, because they aren't aware that they have

underlying health issues. Mr. Kotsatos concluded that the Health Department is requesting \$20,000.00 for ten thousand families that can benefit from the Envelope of Life project. After a brief discussion, Chairman Garza thanked Mr. Kotsatos and proceeded to the next presentation.

City of Mission- Parks and Recreation

Mr. Brad Bentsen, Parks and Recreation Director introduced himself and presented the Recreational Connectivity Trail. Mr. Bentsen stated that this project means so much to him, because he along with other Rio Grande Valley leadership had envisioned a trail that could connect all of the valley from Mission all the way east to Cameron County. He went on to say that this trail would include wetlands areas where residents can fish as well and this trail would connect City of Mission's Hike and Bike Trail heading South East and make its way as far east to South Padre Island. Mr. Bentsen concluded that the Parks and Recreation is requesting \$250,000.00 from CDBG funds to finish the vision that was started nineteen years ago. After a brief discussion, Chairman Garza thanked Mr. Bentsen and proceeded to the next presentation.

City of Mission- Police Department

Chief Cesar Torres, Chief of Police and Sandra Bagwell introduced themselves. Chief Torres provided statistics indicating that fentanyl was the leading cause of death towards the youth of today compared to other drugs such as marijuana, cocaine, and heroin. Chief Torres went on to say that this youth drug program is paramount toward today's youth. As police officer's being able to protect the youth is by educating them in how dangerous fentanyl is and how quickly anyone can overdose. Ms. Bagwell narrated a personal tragic event that happened to her son in how he accidentally overdosed on fentanyl, because he thought he was consuming Adderall. Ms. Bagwell concluded by stressing that the youth drug program is a necessity and doesn't want any families going through what she went through. Chief Torres concluded by requesting \$40,000.00 for the youth drug program in schools so that police officers can be compensated in overtime to educate City of Mission's students on the life-threatening dangers of drugs. After a brief discussion, Chairman Garza thanked Chief Torres and Ms. Bagwell and proceeded to the next presentation

City of Mission- Boys and Girls Club

Mr. Xavier Sanchez, Operations Administrator introduced himself and elaborated on how cost friendly the Boys and Girls Club of Mission is to several of the families in the community. He compared the cost of a daycare to the cost of the Boys and Girls Club. He also stated that because of how cost friendly the Boys and Girls Club is to the community, the Boys and Girls Club of Mission is requesting \$300,000.00 to be able to compensate for the families that cannot afford the fee and be able to hire approximately 20 more staff to supervise the children throughout the summers and after school programs. After a brief discussion, Chairman Garza thanked Mr. Sanchez and proceeded on to the next presentation.

Rental Assistance Program

Ms. Esther Rivera provided a brief summary of the request for \$50,000.00 for rental assistance for seventeen families. She stated that the program provides assistance to prevent individuals/families who are at risk of becoming homeless.

Housing Assistance Program

Ms. Rivera stated for the Housing Assistance Program request of \$750,000.00 is for seven reconstruction and two rehabilitated homes to eligible low-income families.

Housing Administration

Ms. Jo Anne Longoria stated the Housing Administration request of \$115,000.00 is to cover administration costs for oversight of the CDBG Housing program.

Program Administration

Ms. Longoria stated the Program Administration request of \$185,000.00 is to cover administration costs for the oversight of the CDBG programs.

Close Public Hearing Open Regular Meeting

Chairman Garza thanked the agencies and city departments for their presentations and for assisting Mission residents. He asked for a motion to close the Public Hearing and Open the Regular Meeting. Ms. Mendez motioned to close the Public Hearing and Open the Regular Meeting. Ms. Garcia seconded the motion. Chairman Garza closed the Public Hearing and opened the Regular Meeting at 8:12 pm

Citizens Participation

Chairman Garza asked if there were any citizens present that wanted to express their concerns. With no one present, and no comments, he continued with the next item.

Discussion and Recommendation to Approve Minutes for Regular Meeting held on February 27, 2024

Mr. Sanchez presented the minutes for the Regular Meeting held on February 27, 2024. There being no questions or comments, Chairman Garza asked for a motion to approve the minutes as presented. Ms. Alma Garcia motioned to approve the minutes as presented. Ms. Marsha Terry seconded the motion. Motion carried (7-0)

Discussion and Recommendation to Award Bids for Housing Assistance Program (HAP) Phase 23-I

Ms. Rivera stated that the bids opened on March 26, 2024 and that Calidad Construction was the lowest bidder and referred to bid tabulation. She stated that the award is contingent upon a satisfactory review of his references. After a brief discussion, Chairman Garza asked for a motion to Award Bids for Housing Assistance Program (HAP) Phase 23-1. Mr. Emigdio Villanueva motioned to Award Bids for Housing Assistance Program (HAP) Phase 23-1 contingent upon satisfactory references. Ms. Roxanne Mendez seconded the motion. Motion carried (7-0).

Other Business**A. Progress Reports- February 2024 Unofficial**

Mr. Sanchez presented the Unofficial Progress Report for February 2024. He explained the expenditures received to date for the agencies, housing, and administration. He also mentioned the CDBG-CV expenditures for Emergency Assistance Program, Affordable Homes, and Fire Department. After a brief discussion, Chairman Garza asked for a motion to approve the progress reports as presented. Ms. Garcia motioned to approve the progress reports as presented. Vice-Chairwoman Lopez seconded the motion. Motion carried (7-0).

B. Chairman's Comments

Chairman Garza briefly mentioned the public hearing process where agencies/departments present their requests for the next fiscal year and talked about their programs.

C. Committee Member's Comments

Committee members expressed their gratitude towards the process of the presentations for funding.

D. Director's Comments

Ms. Longoria invited the members to the Paint Mission Beautiful event scheduled for April 6th and Music at the Park joined by Spring Rally scheduled for April 12th and asked if they knew of any volunteers or anyone wanting to donate.

Adjourn

Chairman Garza asked for a motion to adjourn the meeting. Ms. Mendez motioned to adjourn the meeting. Ms. Garcia seconded. Motion carried (7-0). The meeting was adjourned at 8:36 pm.

Lorenzo Garza, Chairman

CITIZEN'S ADVISORY COMMITTEE
April 9, 2024
Regular Meeting

Members Present

Lorenzo Garza, Chairman
 Zoreida Lopez, Vice-Chairwoman
 Alma Garcia
 Roxanne Mendez
 Marsha Terry
 Emigdio Villanueva
 Cynthia Pacheco

Members Absent

Francisco Cadena
 Monika Rosales-Flores

Staff Present

Esther Rivera
 Jo Anne Longoria
 Andy Garcia

Call Regular Meeting to Order

Chairman Lorenzo Garza called Regular Meeting to order at 5:35 pm. Ms. Jo Anne Longoria conducted roll call. She stated that seven (7) members were present therefore there was a quorum.

Citizens Participation

Chairman Garza asked if there were any citizens present to discuss any items on the agenda or to express their concerns. With no one present, and no comments, he continued with the next item.

Discussion Pertaining to Special Election Charter Amendment for General Election to be held on May 4, 2024

Mr. Andy Garcia introduced the City of Mission Charter Amendment for General Election. He stated that the City of Mission has been involved with this amendment a few times in the city's history. He elaborated by stating that city residents can vote as early as April 22, 2024 and listed the different locations city residents can vote. Mr. Garcia referred to the proposed amendments and the benefits they can provide the city. Mr. Garcia was there to apprise the members so that they can then inform their family, friends, and neighbors. Several members had specific questions regarding the propositions listed. Mr. Garcia explained that he was taking note of all questions and would later address them and also encouraged the members to call the city secretary's office for clarification. After a brief discussion, Chairman Garza thanked Mr. Garcia for the information regarding the Special Election Charter Amendment for General Election.

Adjourn

Chairman Garza asked for a motion to adjourn the meeting. Ms. Alma Garcia motioned to adjourn the meeting. Ms. Roxanne Mendez seconded the motion. Motion carried (7-0). The meeting was adjourned at 6:08 pm.

Lorenzo Garza, Chairman



**Ambulance Board Meeting
MISSION CITY HALL
January 16, 2024 at 1:30 pm**

MINUTES

PRESENT:

**Mayor Norie Gonzalez Garza
Randy Perez, City Manager
David Flores, Asst. City Manager
Adrian Garcia, Fire Chief
Cesar Torres, Chief of Police
Christopher Navarrete Deputy Fire Chief
Jorge Flores, Mission Fire Department EMS Compliance Officer
Carlissa Reyna Fire Department**

ALSO PRESENT:

**Tim Brown - Presiding Chair
Dr. Ivan Melendez- Board Member
Victor Fonseca – Board Member
Rene Lopez - Board Member
Alvin Patina II – Board Member
Richard Becerra - Med Care EMS
David De los Santos - Med Care EMS
Mack Gilbert - Med Care EMS
Daniel Ovalle - Brown Funeral Home
Irma Cano - Mission Police Department
Joe Salazar- Finance Department**

CITIZENS PRESENT:

Michael Silva - Mission Fire Fighter's Association

REGULAR MEETING

CALL TO ORDER AND ESTABLISH QUORUM

With a quorum being present, Chair member Tim Brown called the meeting to order at 1:45 p.m.

INVOCATION AND PLEDGE ALLEGIANCE

Chair member Tim Brown led the Invocation and Pledge of Allegiance.

INTRODUCTION OF City Management/ Council Members:

Mayor Norie Gonzalez,

Randy Perez, City Manager

David Flores, Asst. City Manager.

INTRODUCTION OF GUESTS

David De los Santos, Mack Gilbert, and Richard Becerra from Med-care were present. Daniel Ovalle from Brown Funeral Home, Irma Cano from Mission Police Department, Joe Salazar from Finance Department, and Mike Silva from Mission Firefighter's Association were present. Mr. Kane Dawson was not present but new to the ambulance advisory board.

Emergicon Kassy & Nicky were present via Zoom.

PRESENTATIONS

1. Mission Fire Department Quarterly Report - Navarrete

Deputy Fire Chief Christopher Navarrete presented EMS quarterly reports beginning from Oct 1st, 2023 through December 31st, 2023. Reports were for Medics 1 & 2. Dr. Melendez did have some questions regarding transport average response times, Chief Navarrete did explain and committed an investigation of any outstanding times as per his request for our future ambulance board meeting. Presented transport percentage by destination i.e.; Mission Regional Medical Center, STHS and DHR Health. Call volume & PSAP volume were also presented.

- Emergicon Presented Billing Information as per previously requested by Dr. Melendez.
 - Concerns about November statements were elaborated.
 - Questions by City Manager Randy Perez about reimbursement time (length of time to receive payment) were answered.
 - Kassy explained senate bill S.B. No. A2476- Emergicon can no longer balance bills and collect directly from the patients.

2. Med Care Quarterly Report - Richard Becerra

- Ricard Becerra presented the Med Care quarterly report via an excel report. Mr. Brown asked for more data regarding how many calls Med Care reported to and how many Mission Fire EMS reported to in the previous meeting and therefore data was provided via a spreadsheet and not necessarily an analytical perspective from Oct 1st, 2023 through December 31st, 2023.
- Dr. Melendez had a couple of questions regarding number of non-transports being that it was 18% and expresses his concern about it being such a high number of "just kidding" calls.
- Dr. Melendez is also concerned about Med-Care EMS not meeting the benchmark of 8 minutes of response times for priority one calls being that their average is 9 minutes.
- Dr. Melendez questioned if these calls were all MICU to which Mr. Becerra stated they were all MICU calls.
- Richard states that they are approximately 550 calls reported per month averaged.

3. Old Business

- Approval of Minutes from October 19, 2023 Ambulance Board Meeting. Motion by Dr. Melendez and a second by Alvin Patina.
- Medic 3 went into service on January 10th, 2024 & Medic 4 was picked up by Hidalgo County on January 11th 2024.
 - Medic 3 is in service secondary to the work of Chief Navarrete and his team as per Fire Chief Adrian Garcia.
 - Chief Garcia states that we are at the point of submitting a letter/ notice of 75 days to Med-Care EMS due to our staffing (3 ambulances, manpower, and equipment) ready to take over as primary providers.
 - Chief Garcia requests a transition plan be put in place in order to smoothly facilitate the transition for the betterment of the community.
 - Dr. Melendez questioned Med-Care EMS if they were aware Mission Fire Department planned on taking over as primary. Med-Care denied being aware of this was a plan.
 - Dr. Melendez states he is committed to working with whoever provides primary care to the citizens and explains that the assets obtained and preparation happened sooner than expected.

- **Comments made by Board Members regarding the Idea/ recommendation of moving forward as primary.**
 - Rene Lopez states he does not think that it was a surprise that we would be moving in this direction but agrees that it was fast (less than 5 years). He is supportive of the recommendation.
 - Victor Fonseca is also in agreement and supports the idea to recommend MFD moving forward as primary.
 - Alvin Patina is also in agreement and states if the MFD is ready to go then he supports moving forward.
He also recommends for the fire dept to come to an agreement to subsidize.
 - Chief Garcia states we have agreements in place for mutual aid.
 - Tim Brown states he does not think it was a huge surprise that we are recommending to become primary providers and agrees we need to have partnerships (mutual aid) before 75 days are done. Tim agrees to move forward with the recommendation.
 - David De Los Santos and Mack Gilbert commits to a transition plan.
 - Mack Gilbert states (Med-Care) becoming a secondary provider is plausible.

- As a consensus of the advisory board they give Chief Garcia permission to present to city council the plan to become primary responder.
- Medic 4 was been delivered due to Hidalgo County purchasing and equipping ambulances. Medic 4 was presented to city council and we are in the process of putting it into service.

4. New Business

- **Ambulance Permit Ordinance**
 - Captain J. Flores conducted research to continue with an ambulance permit ordinance in order to keep a standard of ambulance providers.
 - Dr. Melendez agrees, with a consensus of the advisory that we should continue with the process.

5. Comments

- Tim Brown extends his gratitude to Med-Care EMS for their years of service and for the continued service the entire city contributes.
- Dr. Melendez states he is appreciative of having pragmatic well informed professionals involved in the advisory board.
- Chief Lopez expresses his acknowledgment of the plans continuing quickly and the benchmarks being met before a 5-year time frame (two years).
- Victor Fonseca adds that this will be a great stepping stone for the City of Mission and that he is invested in its success being that he is a Mission native.
- Alvin Patina agrees with the advisory board and everything previously expressed & is looking forward to what is coming.
- Chief Torres states we are blessed and honored to have had Med-Care EMS and the rest of the team. Chief Torres praises our Paramedics (MFD) and states we have the best Paramedics on the planet and has seen it firsthand.
- Mack Gilbert congratulating our dept. States it has been an honor serving the city.
- David de Los Santos expresses his gratitude in serving the city.
- City Manager Randy Perez thanks everyone including the FD for their commitment and continued training toward this program. He requests a transition to this program.
- Chief Garcia expresses his gratitude to the city council, and the command staff.

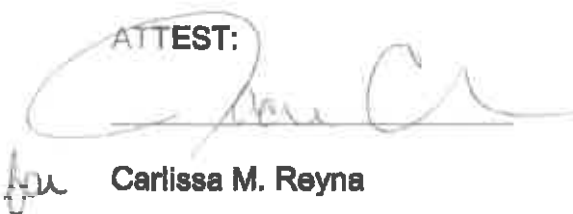
ADJOURNMENT

At 2:57 p.m., Dr Melendez moved for adjournment. Motion was seconded by Chief Lopez and approved unanimously.



Adrian Garcia, Fire Chief

ATTEST:



Carlissa M. Reyna

**MINUTES FOR THE
MISSION CIVIL SERVICE COMMISSION
March 27, 2024**

Commission-Present

**Jerry Saenz-Chairman
Polo Garza-Vice-Chair
Guillermo Delgadillo-Member**

Staff Present

**Jesse Lerma Jr-CS Director
Noemi Munguia-HR Director
Kevin Pagan-City Attorney
David Flores-ACM
Cesar Torres-Chief of Police
Adrian Garcia-Fire Chief
Joel Saenz-CPT FD
Frank Chairez-CPT FD
Mike Silva-FF Union President
Randy Alvarez-FF
Robert Hinojosa-RM**

Call to Order

Mr. Polo Garza called the meeting to order at 2:30 p.m.

Pledge of Allegiance

Mr. Garza led the Pledge of Allegiance

Approval of Minutes-January 22, 2024

Mr. Lerma submitted the minutes for review. After a brief discussion, Mr. Saenz made a motion to approve the minutes a submitted. Mr. Delgadillo 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 we had conducted the promotional exam on March 14, 2024. We had 3 (three) individuals that participated and 2 (two) passed.

Mr. Lerma submitted the following scores for approval:

1. Manuel de la Garza-63
2. Pilar Garcia III-80 raw score plus 10 points seniority-90
3. Alberto Juarez-79 raw score plus 9m points seniority-88

Mr. Lerma advised them that the eligibility list would reflect the following:

1. Pilar Garcia III-90
2. Alberto Juarez-88

Mr. Lerma advised the Commission that these individuals would be promoted immediately. After a brief discussion, Mr. Saenz made a motion to approve the scores and to create an eligibility list for LT. Mr. Delgadillo seconded the motion. Motion was approved unanimously.

Approval of Mission Fire Department Examination Schedule for LT (3rd)

Mr. Lerma advised the Commission that we had one (1) more position that needed to be filled so they were requesting and submitting the following schedule for approval:

1. Post Notice of Exam-March 27, 2024
2. 30 Day Notice-April 5, 2024
3. Deadline to Submit MOI-April 26, 2024
4. Date of Examination-May 9, 2024

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

Approval of Mission Fire Department Examination Resource List for LT (3rd)

Mr. Lerma and Chief Garcia submitted the following resource list for approval:

1. Building Construction Related to the Fire Service, 4th Edition
2. Fire and Emergency Services Company Officer, 6th Edition part "A" only
3. Chief Officer Coaching, Revised 2nd Edition

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

Approval of Mission Fire Department DC's Promotional Examination Scores and the Creation of a New Eligibility List (Pending Appeal)

Mr. Lerma advised them that they had conducted an examination for DC on March 14, 2024. He advised them that 2 (two) individuals had participated and none passed. He submitted the following scores:

1. Frank Chairez-68
2. Joel Saenz-63

Mr. Lerma advised the Commission that CPT Frank Chairez was appealing 2 (two) questions. After reviewing all the information submitted, Mr. Saenz made a motion to deny the appeal on both questions and to approve the scores as submitted. Mr. Delgadillo seconded the motion. Motion was approved unanimously. Mr. Garza thanked Mr. Chairez but advised him that questions/answers were taken from the sources and not from day to day operations.

Approval of Mission Fire Department Examination Schedule for DC (2nd)

Mr. Lerma advised the Commission that they needed to continue the process in filling the open DC position. He submitted the following schedule for approval:

1. Post Resource List-March 27, 2024
2. 30-day Notice-April 5, 2024
3. Deadline to submit MOI-April 26, 2024
4. Date of Examination-May 9, 2024

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

Approval of Mission Fire Department Resource List for DC (2nd)

Mr. Lerma and Chief Garcia submitted the following resource list for approval:

1. Management in the Fire Service, 5th Edition
2. Leadership Challenge, 6th Edition
3. Chief Officer, 3rd Edition

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

Approval of Mission Fire Department Examination Schedule for ENG

Mr. Lerma advised the Commission that we needed to fill the open ENG positions that were created with the promotions. He was submitting the following schedule for approval:

1. Post Resource List-March 27, 2024
2. 30-Day Notice-May 24, 2024
3. Deadline to Submit MOI-June 14, 2024
4. Date of Examination-June 27, 2024

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

Approval of Mission Fire Department Resource List for ENG

Mr. Lerma and Chief Garcia submitted the following list for approval:

1. Pumping and Aerial Apparatus Driver/Operator Handbook, 3rd edition
2. Engine Company Fireground Operations, 4th Edition

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

Approval to Create a New Eligibility List for The Mission Police Department

Mr. Lerma advised the Commission that Chief Torres had submitted a letter where the existing list had been exhausted. Mr. Lerma advised them that he needed to create a new eligibility list so they could fill the open positions. Mr. Lerma and Chief Torres were requesting the following schedule for approval:

1. Approval of Exam-March 27, 2024
2. Advertise thru PD Website/PSA
3. Deadline to submit Applications-May 15, 2024
4. Date of Examination-May 22, 2024

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

Pending Business

Chief Torres updated the Commission on the status of CPL Alejandro and Chief Garcia updated them about Station #6.

Adjourn

Meeting was adjourned at 3:10 p.m.

**SPECIAL EVENTS AND ENTERTAINMENT COMMITTEE
FEBRUARY 7, 2024 4:30 P.M.
MISSION CITY HALL – COMMUNITY ROOM**

Present:

Paola Lopez
Marianna Trevino-Wright
Kay Wolf
Mike Flores
Estela Flores

Absent:

Kristi Collier

Staff Present:

Aida Lerma
Anna Carrillo

CALL TO ORDER

Aida Lerma, Mission Event Center Director called the meeting to order at 4:37 p.m.

WELCOME AND INTRODUCTIONS OF MEMBERS

Each person present introduced themselves and provided background information that may be essential while serving on the committee.

PURPOSE OF THE COMMITTEE

Aida Lerma reviewed Resolution #1840 with the committee that was passed by City Council on June 12, 2023 to create the Special Events and Entertainment Committee. Resolution states that the committee will assist in making recommendations on events and strategies that will further promote the Mission Event Center and tourism and to market, promote, advertise, sponsor and fund events that provide for the promotion of meetings, conventions, trade shows, sporting events, etc.

ESTABLISH MEETING RULES OF PROCEDURE – ROBERTS RULES OF ORDER AND OPEN MEETING ACT TRAINING AND CERTIFICATE INFORMATION

Anna Carrillo, City Secretary reviewed the handout presented and highlighted – establishing quorums, agenda items, items not on the agenda cannot be discussed, meeting notices required to be posted with 72-hour notice, walking quorums and Open Meetings Act Training.

ESTABLISH TERMS AS DEFINED BY RESOLUTION #1840

Aida Lerma reviewed the terms as outlined in the resolution. The terms of office of the members shall be for three years. Voting members will draw for terms to begin in staggered rotation of expiration of terms. Two one-year terms, two two-year terms and one one-year term will be drawn. Upon expiration of these term, all new appointments will be made for the standard three-year term. Anna Carrillo, City Secretary provided the terms ballots to be drawn which were as follows:

One-year terms expiring in December 2024 – Mike & Estella Flores, Paola Lopez

Two-year terms expiring in December of 2025 – Kay Wolf & Kristi Collier

Three-year term expiring in December of 2026 – Marianna Trevino-Wright

ELECTION OF OFFICERS

Election of officers were as follows:

Chairman – Kay Wolf

Vice-Chairman – Paola Lopez

Secretary – Marianna Trevino-Wright

ESTABLISH FUTURE MEETING DATES/TIMES

Chairwoman Wolf requested suggestion for future meetings. After a brief discussion, Secretary Marianna Trevino-Wright made a motion to meet monthly on Tuesdays between the hours of 4:30-6:00 p.m. and Estela Flores seconded the motion. Upon a vote, the motion carried unanimously.

ADJOURN

There being no further business for the committee to consider, a motion was made by Vice Chairwoman Paola Lopez to adjourn the meeting and seconded by Secretary Marianna Trevino-Wright. Upon a vote, the motion carried unanimously and meeting was adjourned at 5:40 p.m.

Kay Wolf, Chairwoman

Marianna T. Wright, Secretary



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 13, 2024
PRESENTED BY: Abel Bocanegra, P.E., City Engineer
AGENDA ITEM: Authorization to extend First Six-Month Renewal for Ready Mix Concrete for Public Works Department - Bocanegra

NATURE OF REQUEST:

Seeking authorization to exercise the First Six-Month Renewal with 57 Concrete, LLC; this is the first of three renewal options. The contract term is for six (6) months with the option to renew for three additional six-month renewals. Recommendation is based solely on estimated quantities and orders will be placed on as needed basis. The agreement will extend Bid No. 24-042-10-30 May 15, 2024 through November 14, 2024.

Ready Mix Concrete price remains the same \$123/ per cubic yard of 3000 PSI Ready Mix Concrete with the Standard Fuel Surcharge per Load of \$25.00

BUGETED: Yes FUND: General Fund - Streets ACCT. #: 01-440-64370

BUDGET: \$600,000 EST. COST: \$ CURRENT BUDGET BALANCE: \$168,200

BUDGETED: Yes FUND: General Fund - Parks ACCT. #: 01-461-64360

BUDGET: \$100,000 EST. COST: \$ CURRENT BUDGET BALANCE: \$28,788

BUDGETED: Yes FUND: General Fund - Water Dist. ACCT. #: 02-412-64370

BUDGET: \$38,000 EST. COST: \$ CURRENT BUDGET BALANCE: \$26,154

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval MRP

RECORD OF VOTE: APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



City of Mission
1201 E 8th St
Mission, Texas 78592
Attn: Mr. Gabriel Diaz

May 09, 2024

Renewal Extension Letter

Since the term of the previous agreement Bid #24-042-10-30 Ready Mix Concrete has ended. We wish to extend the term of the existing contract for a period of six months. Effective from May 15, 2024, through November 14, 2024.

A price of \$123.00 per cubic yard of 3000 PSI Ready Mix Concrete along with the Standard Fuel Surcharge per Load of \$25.00 will remain as the regular price.

If you have any questions, please contact our accounting department at the phone or address listed below.

📍 4877 Western Rd, Mission, TX 78574
📞 (956) 539-5757
🌐 57concrete.com

We truly appreciate your business and look forward to our continued relationship for the years to come.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Moises', followed by a long horizontal flourish that extends to the right.

Moises Vargas

Finance Director

BID NAME/NUMBER: 24-042-10-30 / Ready Mix Concrete

OPEN DATE: October 30, 2023 2:00 PM CST



Vendor Name:	57 Concrete, LLC.
Street address:	4877 Western Rd.
City, State:	Mission, TX 78574
Phone:	(956) 638-1068
Fax:	
Contact:	Eliud R. Cavazos
Email:	sales@57concrete.com

DESCRIPTION:	UOM in Cubic Yards	Estimated Qty.	Unit Price	Total Extended Price
1 Ready Mix Concrete	Cubic Yards	425	\$123.00	\$52,275.00
ADDENDUMS				None
Number of Hours/Days to Deliver Product				24 hours

Note:

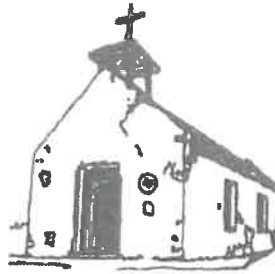


BID NAME/NUMBER: 24-042-10-30 / Ready Mix Concrete

OPEN DATE: October 30, 2023 2:00 PM CS

Vendor Name: 57 Concrete, LLC.
Street address: 4877 Western Rd.
City, State: Mission, TX 78574
Phone: (956) 638-1068
Fax:
Contact: Eliud R. Cavazos
Email: sales@57concrete.com

DESCRIPTION of FORMS:		
Solicitation Signed		Yes
Terms & Conditions Included		Yes
Non-Collusive		Yes
Pricing Schedule		Yes
Addenda(s)		None
Gen. Business Questionare		Yes
References		Yes
CIQ		



CITY OF MISSION

"Home of the Grapefruit"

Eliud R. Cavazos
57 Concrete, LLC
4877 Western Rd.,
Mission, Texas 78574

Subject: Notice of Award – Bid No: 24-042-10-30 Ready Mix Concrete

Dear Mr. Cavazos:

You are hereby notified that you have been awarded City of Mission Bid No: 24-042-10-30 Ready Mix Concrete. Please use this bid number on any correspondence to the City of Mission.

Contract will be for a period of six (6) months, commencing from date of award. The City of Mission shall reserve to renew this order for an additional three (3) consecutive, six (6) month periods at the end of the service period on the following basis:

- Fixed price for the initial 6-month period
- Three (3) quarterly renewal options for unit prices deemed to be fair and reasonable to the City of Mission and within the market standard
- Renewal rates are to be provided to the City of Mission forty-five (45) prior to the expiration date.

Contract Base Term: November 15, 2023 through May 14, 2024.

To facilitate the discharge of this contract, the Technical Representative (TR) for the contract is Juan Pablo Terrazas, Assistant City Manager who can be reached at (956) 249-1402, and Gabriel Diaz (Streets Supervisor) who can be reached at (956) 956-227-7916. 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 Buyer, Crissy Cantu at the phone number or address listed below.

City of Mission
1201 E. 8th Street
Mission, TX 78592
956/580-8667
956/580-8798 FAX

We appreciate your interest in City of Mission and look forward to working with you.

Sincerely,



Crissy Cantu
Procurement Buyer

11.15.2023
Date



City of Mission
1201 E 8th St
Mission, Texas 78592
Attn: Mr. Gabriel Diaz

April 17, 2024

Renewal Extension Letter

Since the term of the previous agreement Bid #24-042-10-30 Ready Mix Concrete has ended. We wish to extend the term of the existing contract for a period of six months. Effective from May 15, 2024, through November 15, 2024.

A price of \$123.00 per cubic yard of 3000 PSI Ready Mix Concrete along with the Standard Fuel Surcharge per Load of \$25.00 will remain as the regular price.

If you have any questions, please contact our accounting department at the phone or address listed below.

📍 4877 Western Rd, Mission, TX 78574
📞 (956) 539-5757
🌐 57concrete.com

We truly appreciate your business and look forward to our continued relationship for the years to come.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Moises Vargas', is written over a horizontal line. The signature is fluid and cursive.

Moises Vargas

Finance Director



Zenner USA – 15280 Addison Road Suite 240 – Addison Texas 75001 – 888.279.9670

May 1, 2024

Omar Cantu
City of Mission
Public Works Department
2801 N Holland
Mission, TX 78574

Re: Zenner USA Contract No. 23-392-05-18 Cold Water Meters - Renewal

Mr. Cantu,

This is to confirm that we WILL be renewing the Cold Water Meter contract 23-392-05-18 for the period 6/15/24 – 6/14/25. This will be 1st and final renewal option, and that it will be at 0% price increase as per terms and conditions.

Sincerely,

A handwritten signature in black ink that reads "Bernard Nance". The signature is fluid and cursive.

Bernard Nance
Director of Marketing & Proposal Support
Zenner USA

BID NAME/NUMBER: 23-392-05-18 / Cold Water Meters

OPEN DATE: May 18, 2023 2:00 PM CST



Vendor Name:	Zenner USA	Accurate Utility Supply, LLC.	Core & Main LP
Street address:	15280 Addison Rd, Ste. 240	5445 Stockdick School Road	100 N. 1st. Street
City, State:	Addison, TX 75001	Katy, TX 77449	McAllen, TX 78501
Phone:	9723866611 x125	(281) 391-8100	(956) 631-3341
Fax:	(972) 386-1814	(281) 391-8110	(956) 687-5918
Contact:	Richard Sanders	Caleb Burson, VP	Roel Garza, Operations Manager
Email:	bnance@zennerusa.com	caleb@accuratemeter.com	jennifer.pinales@coreandmain.com

DESCRIPTION:	UOM	Est. Quantity	Unit Price	Ext.	Unit Price	Ext.	Unit Price	Ext.	
PURCHASE AND DELIVERY OF COLD WATER METERS:									
1	5/8" X 3/4"	Feet	1,200	\$49.98	\$59,976.00	\$69.50	\$83,400.00	\$111.83	\$134,196.00
2	3/4" X 3/4"	Feet	75	\$64.49	\$4,836.75	\$105.00	\$7,875.00	\$137.12	\$10,284.00
3	1"	Each	75	\$111.10	\$8,332.50	\$175.00	\$13,125.00	\$194.85	\$14,613.75
4	1 1/2"	Each	5	\$285.16	\$1,425.80	\$400.00	\$2,000.00	\$459.28	\$2,296.40
5	2"	Each	20	\$396.44	\$7,928.80	\$725.00	\$14,500.00	\$606.19	\$12,123.80
6	3"	Each	2	\$796.53	\$1,593.06	\$1,980.00	\$3,960.00	\$2,348.47	\$4,696.94
7	4"	Each	2	\$1,194.30	\$2,388.60	\$2,750.00	\$5,500.00	\$3,400.00	\$6,800.00
8	6"	Each	3	\$1,771.64	\$5,314.92	\$4,400.00	\$13,200.00	\$5,324.49	\$15,973.47
COMPOUND METERS TURBINE:									
9	2"	Each	10	\$1,761.28	\$17,612.80	\$1,900.00	\$19,000.00	\$1,068.56	\$10,685.60
10	3"	Each	2	\$1,889.56	\$3,779.12	\$2,500.00	\$5,000.00	\$2,348.47	\$4,696.94
11	4"	Each	2	\$2,437.02	\$4,874.04	\$3,850.00	\$7,700.00	\$3,400.00	\$6,800.00
12	6"	Each	1	\$5,387.18	\$5,387.18	\$5,500.00	\$5,500.00	\$5,324.49	\$5,324.49
13	8"	Each	1	\$5,896.25	\$5,896.25	\$8,500.00	\$8,500.00	\$9,418.37	\$9,418.37
Total Base Amount for Cold Water Meters					\$129,345.82		\$189,260.00		\$237,909.76
Delivery Days after Purchase Order		20 Business Days			30 Days		120-240 Days		
Addendums		None			None		None		
1st Year Renewal Term		0.00%			10.00%		15.00%		

**** Shaded areas have been corrected on extensions**

Apparent Lowest Responsive and Responsible Bidder: Zenner USA

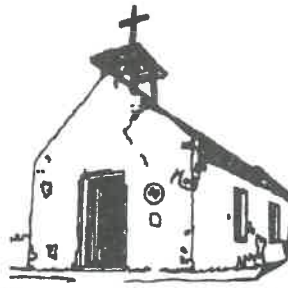
BID NAME/NUMBER: 23-392-05-18 / Cold Water Meters

OPEN DATE: May 18, 2023 2:00 PM CST



Vendor Name:	Zenner	Accurate Utility Supply, LLC.	Core & Main LP
Street address:	15280 Addison Rd, Ste. 240	5445 Stockdick School Road	100 N. 1st. Street
City, State:	Addison, TX 75001	Katy, TX 77449	McAllen, TX 78501
Phone:	9723866611 x125	(281) 391-8100	(956) 631-3341
Fax:	(972) 386-1814	(281) 391-8110	(956) 687-5918
Contact:	Richard Sanders	Caleb Burson, VP	Roel Garza, Operations Manager
Email:	bnance@zennerusa.com	caleb@accuratemeter.com	jennifer.pinales@coreandmain.com

DESCRIPTION of FORMS:					
	Solicitation Signed		Yes	Yes	Yes
	Terms & Conditions Included		Yes	Yes	Yes
	Non-Collusive		Yes	Yes	Yes
	Pricing Schedule		Yes	Yes	Yes
	Addenda Checklist		None	None	None
	Gen. Business Questionare		Yes	Yes	Yes
	References		Yes	Yes	Yes
	CIQ				



CITY OF MISSION

"Home of the Grapefruit"

Richard Sanders, President
Zenner USA, Inc.
15280 Addison Road, Suite 240
Addison, Texas 75001

Subject: Notice of Award – Bid No: 23-392-05-18 Cold Water Meters

Dear Mr. Sanders:

You are hereby notified that you have been awarded City of Mission Bid No: 23-392-05-18 Cold Water Meters. Please use this bid number on any correspondence to the City of Mission.

Contract will be for a period of one (1) year, commencing from date of award. It is at the sole option of the City of Mission, and contingent upon the agreement of both parties, to exercise one (1) consecutive, one (1) year extensions. The total duration of this contract, including the exercise of any renewals under this clause, shall not exceed two (2) 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: June 15, 2023 through June 14, 2024.

To facilitate the discharge of this contract, the Technical Representative (TR) for the contract is Juan Pablo Terrazas, Assistant City Manager who can be reached at (956) 249-1402, and Omar Cantu (Water & Waste Water Supervisor) who can be reached at (956) 956-227-7927. 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. 8th Street
Mission, TX 78592
956/580-8667
956/580-8798 FAX

We appreciate your interest in City of Mission and look forward to working with you.

Sincerely,



Peter Geddes
Director of Purchasing



Date

cc: Contract file, JP Terrazas, Omar Cantu



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 13, 2024

PRESENTED BY: Abel Bocanegra, P.E., City Engineer

AGENDA ITEM: Authorization to Solicit for Bids for the purchase of Meter Connect Supplies for the Public Works Department – Bocanegra

NATURE OF REQUEST:

The City of Mission was in contract with Core & Main (Bid No. 23-393-05-18) from June 15, 2023 through June 14, 2024. As the contract is almost ending staff is seeking authorization to solicit bids for the purchase of Meter Connect Supplies. Meter Connect Supplies are needed by the Public Works department for new water meter connections and repairs. The contract terms will be for one year with one-year renewal option.

BUDGETED: Yes **FUND:** Utility/Meter Readers **ACCT. #:** 02-412-64350

BUDGET: \$120,000 **EST. COST:** \$70,000 **CURRENT BUDGET BALANCE:** \$24,357

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 _____



MEETING DATE: May 13, 2024

PRESENTED BY: Andy Garcia, Assistant City Manager / Interim Finance Director

AGENDA ITEM: Approval of Resolution # ___ to Amend Resolution # 1393 authorizing the City Manager, Finance Director, and Assistant Finance Director as Authorized Representatives for Texas Local Government Investment Pool (TexPool) – A. Garcia

NATURE OF REQUEST:

Approval is requested to amend Resolution # 1393 authorizing the City Manager, Finance Director, and Assistant Finance Director to serve as Authorized Representatives on the Texas Local Government Investment Pool (TexPool). Approval is sought to add the following authorized representatives:

- City Manager – Mike R. Perez
- Assistant City Manager/Interim Finance Director – Jorge A. (“Andy”) Garcia
- Assistant Finance Director – Ezeiza Elizabeth Garcia

Further authorization is sought to remove the existing authorized representatives:

- City Manager – Martin Garza
- Assistant Finance Director – Rosendo Perez
- Accountant – Angie Vela

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

BUDGET: N/A **EST. COST:** N/A **CURRENT BUDGET BALANCE:** N/A

BID AMOUNT: N/A

STAFF RECOMMENDATION: Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *WRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



Resolution Amend Item 17. Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

*** Required Fields**

1. Resolution

WHEREAS,

City of Mission

7 | 8 | 5 | 9 | 3

Participant Name*

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Mike R. Perez

City Manager

Name

Title

9 | 5 | 6 | 5 | 8 | 0 | 8 | 6 | 6 | 2

Fax

mrperez@missiontexas.us

Phone

Fax

Email

Signature

2. Jorge A. Garcia

Assistant City Manager/Interim Finance Director

Name

Title

9 | 5 | 6 | 5 | 8 | 0 | 8 | 6 | 6 | 2

Fax

jagarcia@missiontexas.us

Phone

Fax

Email

Signature

3. Ezeiza Elizabeth Garcia

Assistant Finance Director

Name

Title

9 | 5 | 6 | 5 | 8 | 0 | 8 | 6 | 8 | 3

9 | 5 | 6 | 5 | 8 | 0 | 8 | 6 | 1 | 2

egarcia@missiontexas.us

Phone

Fax

Email

Signature

4.

Name Title

Phone Fax Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Ezeiza Elizabeth Garcia

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title

Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 1 3 day of May, 2 0 2 4.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

City of Mission

Name of Participant*

SIGNED

Signature*

Norie Gonzalez Garza

Printed Name*

Mayor

Title*

ATTEST

Signature*

Anna Carrillo

Printed Name*

City Secretary

Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstsystems.com

Fax: 866-839-3291



Honorable Mayor,
City Commissioners and City Manager
City of Mission
1201 East 8th Ste. R101
Mission, Texas 78572

RE: Audit for year ending September 30, 2023

This letter constitutes an addendum to our original letter dated September 1, 2023. The purpose of this letter is to outline the nonaudit services we will provide and fees related to these services.

Other Services

We will assist in the preparation of financial statements, not including the Introductory Section, Management's Discussion and Analysis, and the Statistical Section, of the City of Mission, Texas ("City") in conformity with U.S. generally accepted accounting principles based on information provided by you. We will also assist with the implementation of GASB Statement No. 96, Subscription-Based Information Technology Arrangements and GASB Statement No. 87, Leases, government-wide entries as needed. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, subscription-based information technology arrangements and leases as previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, subscription-based information technology arrangements and leases, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements, implementation of GASB Statement No. 96, Subscription-Based Information Technology Arrangements and GASB Statement No. 87, Leases, government-wide entries and that you have reviewed and approved the financial statements, implementation of GASB Statement No. 96, Subscription-Based Information Technology Arrangements and GASB Statement No. 87, Leases, government-wide entries, prior to the issuance of the financial statements and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Our fee is based on the time required by the individuals assigned to the engagement plus direct expenses. Individual hourly rates vary according to degree of responsibility involved and skill required. Our estimated fee for the services described above are as follows:

- Assistance with preparation of financial statements of the City (Annual Comprehensive Financial Report excluding Introductory Section, MD&A, and Statistical Section) – \$18,750
- Assistance with GASB 96 and 87 - \$125 per each leased asset agreement or subscription arrangement for which assistance is requested.

Interim billings will be submitted as work progresses and as expenses are incurred.

All the terms of our original engagement letter apply to this addendum. If you agree with the terms of our addendum as described in this letter, please sign below and return to us.

Sincerely,

Carr, Riggs & Ingram, L.L.C.

RESPONSE:

This letter correctly sets forth the understanding of City of Mission, Texas.

Management Signature

Title

Governance Signature

Title



Carr, Riggs & Ingram, LLC
 2511 Buddy Owens Boulevard
 McAllen, TX 78504

CRIcpa.com

September 1, 2023

Honorable Mayor,
 City Commissioners and City Manager
 City of Mission
 1201 East 8th Ste. R101
 Mission, Texas 78572

We are pleased to confirm our understanding of the services we are to provide for City of Mission, Texas ("the City") for the year ended September 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units (except for Mission Redevelopment Authority), each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended September 30, 2023. We will also audit the financial statements of the governmental activities, and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Mission Economic Development Corporation ("MEDC"), a component of the City of Mission, Texas as of and for the year ended September 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's and MEDC's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's and MEDC's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

For the City:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule and related reconciliation- General Fund
- 3) GASB- required supplementary pension and OPEB information.

For Mission Economic Development Corporation:

- 4) Management's Discussion and Analysis.
- 5) Budgetary Comparison Schedule and related reconciliation- General Fund
- 6) Budgetary Comparison Schedule and related reconciliation- Special Revenue Fund.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's and MEDC's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

For the City of Mission, Texas:

- 1) Schedule of expenditures of federal awards.
- 2) Information required to be included in the Annual Comprehensive Financial Report which you will be issuing and which will be subject to auditing procedures applied in the audit of the basic financial statements will include the following in Other Supplementary Information Section of the ACFR:
 - a) Combining Statements
 - b) Individual Fund Budget Comparison Schedules
 - c) Capital Assets Used in the Operation of Governmental Funds
 - i) Comparative Schedule by Source
 - ii) Schedule of Changes by Function and Activity
 - iii) Schedule by Function and Activity
 - d) Supplemental Schedules- Utility Fund
 - i) Schedule of Revenue Coverage
 - ii) Schedule of Cash Receipts and Disbursements- Restricted Accounts Required by Revenue Bond Ordinance.

For Mission Economic Development Corporation:

- 3) Schedule of expenditures of federal awards.
- 4) Debt Service Fund- Budgetary Comparison Schedule
- 5) Capital Projects Fund- Budgetary Comparison Schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section
- 2) Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the

financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement. This work will be performed on all components of the group financial statements, with the exception of the component unit of the Mission Redevelopment Authority (MRA). We will make reference to the component unit auditor's audit of the MRA in our report on your financial statements. The basis for this decision was based on financial statements of the MRA being prepared using the same financial reporting framework as that of the group financial statements, the component auditor performing the audit in accordance with Generally Accepted Auditing Standards (GAAS), issuance of a report that is unrestricted as to use, and audit inefficiencies that would result in order to assume responsibility for the work of the component auditor. This will also include reading of the MRA's financial statements, component auditor's report, and any communications from the component auditor. Significant findings or issues will be discussed with the component auditor, component management, or group management as appropriate.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

For the City:

- 1) Management override of controls.
- 2) Improper revenue recognition due to fraud.
- 3) Pension, OPEB and self-insurance liabilities may be understated due to the nature of the estimate and judgements.

For Mission Economic Development Corporation:

- 4) Management override of controls.
- 5) Improper revenue recognition due to fraud.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's and MEDC's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the schedule of expenditures of federal awards and related notes of the City of Mission, Texas and MEDC in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the assistance with preparation of the MEDC's financial statements and the notes to the City's and MEDC's financial statements as previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the assistance with preparation of MEDC's financial statements, the notes to the City's and MEDC's financial statements, the schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting

documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains,

and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City and MEDC; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs, & Ingram, LLC, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carr, Riggs, & Ingram, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by an oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Esmeralda Yniguez, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). We estimate that our fees, including expenses, will not exceed \$110,000, unless the scope of the engagement is changed, the assistance of which the City has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with the City's management. These fees include testing of control and compliance of two major programs for Single Audit purposes for the City. We estimate that our fees for MEDC's Single Audit will be \$7,500 for one major federal program. The fee will increase if additional programs are required to be audited in conformance with the Uniform Guidance. Interim billings will be submitted as work progresses and as expenses are incurred. All other provisions of this letter will survive any fee adjustment. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor, Members of the City Council and the City Manager of the City of Mission, Texas. We will make reference to the Component Auditor's audit of MRA in our report on your financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

Governing Law; Venue

This agreement and performance hereunder shall be governed by the laws of the State of Texas, without reference to any conflict of laws rules or principles. Any action or proceeding arising out of or in any way relating to this agreement must be brought in a state court having jurisdiction in Hidalgo County, Texas, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses or objections to venue and jurisdiction within Hidalgo County, Texas, including *forum non conveniens*.

Disclosure

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account including service providers located outside of the United States. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. Furthermore, we will remain responsible for the work provided by any such third-party service providers. By signing this letter, you consent to allow us to disclose your financial information, if applicable, or other information to our service providers located abroad. If you want to limit the amount of information that may be disclosed to any third-party service provider, please notify us in writing as an attachment to this letter.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by

us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

We appreciate the opportunity to be of service to the City of Mission, Texas and Mission Economic Development Corporation and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,


Carr, Riggs & Ingram, L.L.C.

RESPONSE:

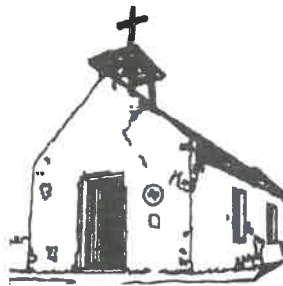
This letter correctly sets forth the understanding of the City of Mission, Texas and Mission Economic Development Corporation. A copy of this engagement letter is provided to each board member.

Management signature: 

Title: City Manager

Governance signature: 

Title: Mayor



CITY OF MISSION

"Home of the Grapefruit"

Ruben Moreno, CPA
Car, Riggs & Ingram, LLC
4100 N. 23rd Street
McAllen, Texas 78504

Subject: Notice of Award – Qualifications No: 19-247-07-26 Financial Auditing Services

Dear Mr. Moreno:

You are hereby notified that you have been awarded City of Mission Bid No: 19-247-07-26 Financial Auditing Services. Please use this bid number on any correspondence to the City of Mission.

To facilitate the discharge of this contract, the Technical Representative (TR) for the contract is Angie Vela, Finance Director who can be reached at (956) 580-8685. The Technical Representative will perform the following duties during the term of this contract:

1. Monitor, verify and take such action necessary to ensure that your firm performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications. Specific emphasis shall be placed on the quality, quantity, acceptability, and manner of work for both adherences to the contract provisions and to your firm's quality control program.
2. Notify your firm of deficiencies observed during delivery of goods and/or services and direct your firm to comply with the contract requirements. Coordinate with the Purchasing Agent about your firm's unacceptable performance. Your firm's corrective actions must be within the scope of the contract.
3. Forward all disagreements with your firm that cannot be resolved within the scope of the delegated authority to higher levels within the City. The TR will provide records and reports to the Purchasing Agent concerning faulty or non-conforming work, delays or problems, and recommend appropriate actions to effect correction within the scope of the contract or dispute.
4. Ensure that any City furnished property is provided and returned in accordance with the contract provisions.

5. Maintain records applicable to the criteria established in the contract for performance issues, as they relate to the assessment of potential liquidated damages. Assert when applicable, in coordination with the Purchasing Agent, any damages provided in the contract due to your firm's failure to meet standards.
6. Maintain a current record of the obligated contract dollar amount, billed and paid.
7. Recommend acceptance or rejection of invoices that have been submitted by your firm. Disposition of payment recommendations rest with the appropriate Purchasing Agent and the TR.
8. Coordinate with the Purchasing Agent prior to releasing any correspondence involving schedule, performance, cost, and invoices/payment.
9. Work with the Purchasing Agent to properly close out the contract and all records.
10. Perform, or cause to be performed, inspections required by the contract. Verify that your firm has corrected all deficiencies. Act as certifying official, and receive, accept or reject supplies/services for the City specified in the contract and invoiced by your firm.

The following actions are specifically reserved for the Purchasing Agent.

1. Issuance of any orders or modifications to your firm regarding contractual matters, such as changes in price, deliveries, statements of work, specifications, or other contractual terms.
2. Directing work to start or stop, except as specifically provided for by the terms and conditions of the contract.
3. Amending the contract requirements in any respect.
4. Submit for Approval any action that will result in additional charges to the City.
5. Interpretation of contract terms and conditions.

In the event of the Technical Representative absence, the Purchasing Agent shall act in this capacity. The presence or absence of the TR shall not relieve the Contractor from any requirements of the contract. In the event of any discrepancies the original bid submitted will take precedence.

This assignment and delegation of the city is effective as of this date and shall remain in full effect until contract expiration or termination in writing by the Purchasing Agent.

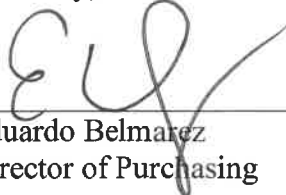
A copy of your bid response is enclosed for your records. Said bid response and this notice of award constitute the contract. Please include the bid number on all correspondence pertaining to this contract, and with each invoice that you submit.

If you have any questions, please contact your assigned **Purchasing Director, Eduardo Belmarez** at the phone number or address listed below.

City of Mission
1201 E. 8th Street
Mission, TX 78592
956/580-8667
956/580-8798 FAX

We appreciate your interest in City of Mission and look forward to working with you.

Sincerely,



Eduardo Belmarez
Director of Purchasing

10/7/19

Date

cc: Contract file, Angie Vela



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 13, 2024
PRESENTED BY: Robert Hinojosa, Executive Director of Organizational Development
AGENDA ITEM: Authorization to Execute Second and Final One Year Renewal Option for Pest Control Services for City of Mission Buildings. - Hinojosa

NATURE OF REQUEST:

On August 11, 2022, the City of Mission entered into a Contract with Mid Valley Pest Control for pest control services on all City buildings. The contract terms were for one year with two one-year renewal options based on 0% increase in price. On July 24, 2023, the City of Mission approved the first one-year renewal option, at no price increase, with Mid Valley Pest Control. Staff is seeking authorization to extend contract for second and final year renewal option with Mid Valley Pest Control. There is no price increase for the second and final renewal. This Agreement will extend Bid No 22-464-07-20 from August 11, 2024 through August 10, 2025.

BUGETED: Yes **FUND:** General **ACCT. #:** 01-417-94810
BUDGET: \$30,000 **EST. COST:** \$10,070 **CURRENT BUDGET BALANCE:** \$17,733

BID AMOUNT: \$10,070

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 _____



MID VALLEY PEST CONTROL

TPCL # 0774494

8002 E. CURRY RD, EDINBURG, TX

EDINBURG: (956) 383-2651 WESLACO: (956) 969-2628 TOLL FREE: 1(866) 787-2651

Bid No: 22-464-07-20 Pest Control services 8/11/2023 – 8/10/2024

Extension to: 08/11/2024 – 08/10/2025

Mid Valley Pest Control would like to exercise the second and final term extension with City of Mission contract #22-464-07-20 for pest control services that expire August 10, 2024. Our contract includes servicing buildings throughout the city of Mission and Risk Mgt. Dpt. for an additional year with no price increase (as per contract).

MID VALLEY PEST CONTROL

By: Christina Fagan

Christina Fagan Office Manager

Date Signed: 4/24/2024

**CITY OF MISSION
SOLICITATION, OFFER AND AWARD FORM**

**SOLICITATION INFORMATION
REQUEST FOR BIDS (RFB)**

<p>1. BID NO.: 22-464-07-20</p> <p>2. ISSUE DATE: July 06, 2022</p> <p>3. FOR INFORMATION CONTACT: (No collect calls) NAME: Crissy Cantu, Buyer TELEPHONE: (956) 580-8667 FAX: (956) 580-8798 E-MAIL: ccantu@missiontexas.us</p>	<p>4. BRIEF DESCRIPTION:</p> <p align="center">Pest Control Services</p>
--	--

<p>5. PRE-BID CONFERENCE/GENERAL CONTRACTORS MEETING: (<i>Highly Recommended</i>) *** There will be a conference. *** LOCATION: City Hall / Community Room 1201 E. 8th Street, Mission, TX 78572 DATE: Wednesday, July 13, 2022 TIME: 10:00 AM CST Zoom Pre-Bid Meeting Information Meeting ID: 220 547 6707 Password: 9IY2</p>	<p>6. ADVERTISING DATES:</p> <p>1st Week of Advertisement Date: <u> 07 / 06 / 2022 </u></p> <p>2nd Week of Advertisement Date: <u> 07 / 13 / 2022 </u></p>
---	---

<p>7. SUBMIT OFFER TO: <u>Mailing/Hand/Commercial Courier Delivery</u> City of Mission Procurement Department 1201 E. 8th Street R101 Mission, TX 78572 *Bid # 22-464-07-20</p>	<p>8. OFFER SUBMISSION DUE DATE AND TIME:</p> <p>DATE: Wednesday, July 20, 2022 TIME: 2:00 PM CST</p> <p>Zoom Bid Opening Meeting Information Meeting ID: 220 547 6707 Password: 9IY2</p>
--	--

9. **No Facsimiles or late arrivals will be accepted.** Any bids received after offer submission due date and time will not be opened and will be returned. City of Mission Procurement Department time stamp clock will be the governing time for acceptability of bids. Overnight mail must also be properly labeled on the outside of the express envelope or package in reference to RFB.
10. **SUBMIT WITH OFFER:** Original offer and 2 photocopies including documents and attachments so indicated on Page 2 of this form.
11. Offers submitted in response to an RFB will be opened publicly by The City of Mission Procurement Department, immediately after the submission due date and time. Offers submitted in response to an RFP will **NOT** be publicly opened.
12. **FIRM OFFER PERIOD:** Offers submitted shall remain firm for a period of 60 calendar days from the final due date for bids.
13. **NOTE:** For Invitation for Bids, "offer" and "offeror" mean "bid" and "bidder".

OFFER
(To be completed by Offeror)

<p>14. In compliance with the above, the undersigned agrees, if this offer is accepted within the period specified in Block 12, above, to furnish any or all items, or provide the service(s), upon which prices are offered in the Schedule at the price set opposite each item or service, and to deliver the item(s) and or perform the service(s) at the designated location(s) within the time specified.</p>	<p>16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN THE OFFER: (Type or Print) BENITO CAMPOS JR., PRESIDENT</p>
<p>15. BIDDERS NAME, ADDRESS: (Type or Print) MID VALLEY PEST CONTROL LLC 8002 E. CURRY RD. EDINBURG TX 78542 TELEPHONE: 956-383-2651 E-MAIL: MUPC1234@pro.com CELL PHONE: 956-239-3197 FAX:</p>	<p>17. BIDDERS SIGNATURE & DATE: Benito Campos Jr.</p>

AWARD
(To be completed by City of Mission)

18. **TOTAL AMOUNT OF AWARD:**
 See pricing schedule.

19. **PROCUREMENT AGENT SIGNATURE & DATE OF AWARD:**

Name: Peter Geddes Signature: *Peter Geddes* Date: 8/11/22
 Procurement Director

City of Mission Pricing Schedule

Bid Name/No.: Pest Control Services / RFB: 22-464-07-20

For any questions directly regarding the "Pest Control Services - Bid No. 22-464-07-20", please email:

Crissy Cantu, Purchasing Buyer: ccantu@missiontexas.us
Telephone: (956) 580-8667

NOTE: For invitations for Bids the terms "Offer" and "Offeror" shall mean "Bid" and "Bidder", respectively; and for Requests for Proposal terms "Bid" and "Bidder" shall mean "Offer" and "Offeror", respectively, in this solicitation and any associated exhibits. Bids must be submitted on all quantities specified on this schedule.

The Offeror is required to Sign and Date Each Page of the Schedule
Submit All Pages with the Offer.

ITEM NO.	BASE TERM (ONE YEAR) DESCRIPTION	UOM	ESTIMATED QTY.	UNIT PRICE \$	TOTAL EXTENDED PRICE \$
1.	City Hall	Per Location	4	\$ 90. ⁰⁰	\$ 360. ⁰⁰
2.	City Hall – Rat/Mouse Bait Station	Per Location	1	\$ 25. ⁰⁰	\$ 25. ⁰⁰
2.	Police/Municipal Court	Per Location	4	\$ 170. ⁰⁰	\$ 680. ⁰⁰
3.	Speer Memorial Library	Per Location	4	\$ 135. ⁰⁰	\$ 540. ⁰⁰
4.	Mission Boys & Girls Club	Per Location	4	\$ 60. ⁰⁰	\$ 240. ⁰⁰
5.	Parks & Recreation Center	Per Location	4	\$ 60. ⁰⁰	\$ 240. ⁰⁰
6.	CWV Gymnasium	Per Location	4	\$ 55. ⁰⁰	\$ 220. ⁰⁰
7.	Banworth Pool (Natatorium)	Per Location	4	\$ 65. ⁰⁰	\$ 260. ⁰⁰
8.	Banworth Gymnasium	Per Location	4	\$ 55. ⁰⁰	\$ 220. ⁰⁰
9.	Central Fire Station	Per Location	4	\$ 55. ⁰⁰	\$ 220. ⁰⁰
10.	Firestation #2	Per Location	4	\$ 45. ⁰⁰	\$ 180. ⁰⁰
11.	Celestino Firestation (#3)	Per Location	4	\$ 45. ⁰⁰	\$ 180. ⁰⁰
12.	Firestation #4	Per Location	4	\$ 45. ⁰⁰	\$ 180. ⁰⁰
13.	Fire Substation	Per Location	4	\$ 45. ⁰⁰	\$ 180. ⁰⁰
14.	Police Substation	Per Location	4	\$ 45. ⁰⁰	\$ 180. ⁰⁰
15.	Shary Golf Course Clubhouse	Per Location	4	\$ 65. ⁰⁰	\$ 260. ⁰⁰
16.	Museum #1	Per Location	4	\$ 45. ⁰⁰	\$ 180. ⁰⁰
17.	Museum #2	Per Location	4	\$ 45. ⁰⁰	\$ 180. ⁰⁰
18.	Public Works Facility	Per Location	4	\$ 65. ⁰⁰	\$ 260. ⁰⁰
19.	Waste Water Treatment Plant	Per Location	4	\$ 55. ⁰⁰	\$ 220. ⁰⁰
20.	South Water Plant	Per Location	4	\$ 50. ⁰⁰	\$ 200. ⁰⁰
21.	Animal Shelter (Outdoor Only)	Per Location	26	\$ 35. ⁰⁰	\$ 910. ⁰⁰
22.	Animal Shelter (Outdoor) – Rat/Mouse	Per Location	1	\$ 25. ⁰⁰	\$ 25. ⁰⁰
23.	Animal Shelter Building	Per Location	4	\$ 35. ⁰⁰	\$ 140. ⁰⁰
24.	North Water Treatment Plant	Per Location	4	\$ 45. ⁰⁰	\$ 180. ⁰⁰
25.	Mission Community Center	Per Location	4	\$ 45. ⁰⁰	\$ 180. ⁰⁰

26.	Mission Event Center (Including Kitchen)	Per Location	4	\$ 135. ⁰⁰	\$ 540. ⁰⁰
27.	Mission Event Center (Kitchen Only)	Per Location	8	\$ 45. ⁰⁰	\$ 360. ⁰⁰
28.	CEED Building	Per Location	4	\$ 135. ⁰⁰	\$ 540. ⁰⁰
29.	Fleet Building	Per Location	4	\$ 35. ⁰⁰	\$ 140. ⁰⁰
30.	CDBG Building	Per Location	4	\$ 35. ⁰⁰	\$ 140. ⁰⁰
31.	Upper Valley Art League	Per Location	4	\$ 50. ⁰⁰	\$ 200. ⁰⁰
32.	CWV North Building (Food Pantry)	Per Location	6	\$ 45. ⁰⁰	\$ 270. ⁰⁰
33.	CWV South Building	Per Location	4	\$ 45. ⁰⁰	\$ 180. ⁰⁰
34.	Safe Haven Home - Rankin	Per Location	4	\$ 50. ⁰⁰	\$ 200. ⁰⁰
35.	Safe Haven Home - Dunlap	Per Location	4	\$ 50. ⁰⁰	\$ 200. ⁰⁰
36.	Golf Service Center	Per Location	4	\$ 30. ⁰⁰	\$ 120. ⁰⁰
37.	Sanitation Building	Per Location	4	\$ 35. ⁰⁰	\$ 140. ⁰⁰
38.	Sergio Munoz Office	Per Location	4	\$ 50. ⁰⁰	\$ 200. ⁰⁰
39.	Conway Office Building	Per Location	4	\$ 50. ⁰⁰	\$ 200. ⁰⁰
Total Base Amount For (Line Items 1-39)					\$ 10,070.⁰⁰

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

** _____ % 1st year renewal total option term

** _____ % 2nd year renewal total option term

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

Company Name: MID VALLEY PEST CONTROL LLC
 Owner or President Name: BENITO CAMPOS JR.
 Company Address: 8002 E. Curry Rd.
 City, State, Zip Code: EDINBURG TX 78542
 Telephone Number: 956-383-2651
 Fax Number: _____
 Email: MVPC1234@YAHOO.COM
 Federal ID or SS# Number: 46-4446193

Benito Campos Jr
 *Company Authorized Representative's Signature

7-19-22
 Date

BENITO CAMPOS JR.
 *Company Representative's Name (Please Print)

PRESIDENT
 Company Representative's Title

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

BID NAME/NUMBER: 22-464-07-20 / Pest Control Services

OPEN DATE: July 20, 2022 2:00 PM CST



Vendor Name:	Maria I. Dungan, DBA Pest Lab	South Texas Landscapes	Mid Valley Pest Control, LLC
Street address:	3613 Lott Rd.	Irrigation & Pest Control	8002 E. Curry Rd.
City, State:	Donna, TX 78537	1802 Nugget St.	Edinburg, TX 78542
Phone:	(956) 464-6081	Penitas, TX 78576	(956) 383-2651
Fax:	(956) 464-6081	(956) 862-0232	
Contact:	Maria I. Dungan	Alexis Garza	Benito Campos, Jr.
Email:	mdungan956@gmail.com	stxlandscapes@gmail.com	mvp1234@yahoo.com

DESCRIPTION:	UOM	Est. Qty.	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
1 City Hall	Per Location	4	125.00	500.00	110.00	440.00	90.00	360.00
2 City Hall – Rat/Mouse Bait Station	Per Location	1	125.00	125.00	260.00	260.00	25.00	25.00
3 Police Municipal Court	Per Location	4	175.00	700.00	255.00	1,020.00	170.00	680.00
4 Speer Memorial Library	Per Location	4	130.00	520.00	157.00	628.00	135.00	540.00
5 Mission Boys & Girls Club	Per Location	4	65.00	260.00	84.00	336.00	60.00	240.00
6 Parks & Recreation Center	Per Location	4	85.00	340.00	83.00	332.00	60.00	240.00
7 CWV Gymnasium	Per Location	4	65.00	260.00	57.00	228.00	55.00	220.00
8 Banworth Pool (Natatorium)	Per Location	4	65.00	260.00	75.00	300.00	65.00	260.00
9 Banworth Gymnasium	Per Location	4	65.00	260.00	56.00	224.00	55.00	220.00
10 Central Fire Station	Per Location	4	65.00	260.00	56.00	224.00	55.00	220.00
11 Firestation #2	Per Location	4	45.00	180.00	34.00	136.00	45.00	180.00
12 Celestino Firestation #3	Per Location	4	55.00	220.00	38.00	152.00	45.00	180.00
13 Firestation #4	Per Location	4	55.00	220.00	38.00	152.00	45.00	180.00
14 Fire Substation	Per Location	4	55.00	220.00	39.00	156.00	45.00	180.00
15 Police Substation	Per Location	4	60.00	240.00	38.00	152.00	45.00	180.00
16 Shary Golf Course Clubhouse	Per Location	4	75.00	300.00	62.00	248.00	65.00	260.00
17 Museum #1	Per Location	4	65.00	260.00	38.00	152.00	45.00	180.00
18 Museum #2	Per Location	4	55.00	220.00	35.00	140.00	45.00	180.00
19 Public Works Facility	Per Location	4	85.00	340.00	71.00	284.00	65.00	260.00
20 Waste Water Treatment Plant	Per Location	4	65.00	260.00	53.00	212.00	55.00	220.00
21 South Water Plant	Per Location	4	55.00	220.00	43.00	172.00	50.00	200.00
22 Animal Shelter (Outdoor Only)	Per Location	26	55.00	1,430.00	35.00	910.00	35.00	910.00
23 Animal Shelter (Outdoor Only) - Rat/Mouse	Per Location	1	125.00	125.00	85.00	85.00	25.00	25.00
24 Animal Shelter Building	Per Location	4	65.00	260.00	180.00	720.00	35.00	140.00
25 North Water Treatment Plant	Per Location	4	45.00	180.00	36.00	144.00	45.00	180.00
26 Mission Community Center	Per Location	4	65.00	260.00	48.00	192.00	45.00	180.00
27 Mission Event Center (Including Kitchen)	Per Location	4	150.00	600.00	148.00	592.00	135.00	540.00
28 Mission Event Center (Kitchen Only)	Per Location	8	55.00	440.00	52.00	416.00	45.00	360.00
29 CEED Building	Per Location	4	150.00	600.00	184.00	736.00	135.00	540.00
30 Fleet Building	Per Location	4	45.00	180.00	35.00	140.00	35.00	140.00
31 CDBG Building	Per Location	4	55.00	220.00	35.00	140.00	35.00	140.00
32 Upper Valley Art League	Per Location	4	65.00	260.00	42.00	168.00	50.00	200.00
33 CWV North Building (Food Pantry)	Per Location	6	55.00	330.00	35.00	210.00	45.00	270.00
34 CWV South Building	Per Location	4	45.00	180.00	35.00	140.00	45.00	180.00
35 Safe Haven Home - Rankin	Per Location	4	55.00	220.00	40.00	160.00	50.00	200.00
36 Safe Haven Home - Dunlap	Per Location	4	55.00	220.00	40.00	160.00	50.00	200.00
37 Golf Service Center	Per Location	4	65.00	260.00	44.00	176.00	30.00	120.00
38 Sanitation Building	Per Location	4	45.00	180.00	35.00	140.00	35.00	140.00
39 Sergio Munoz Office	Per Location	4	65.00	260.00	39.00	156.00	50.00	200.00
40 Conway Office Building	Per Location	4	65.00	260.00	43.00	172.00	50.00	200.00
Total Base Amount for Line Items 1-40			\$12,630.00		\$11,505.00		\$10,070.00	
ADDENDUMS			None		None		None	
Hours/Days to Complete Work			24 Hours		12 Hours		48 Hours	
1st. Yr. Renewal			0.0%		0.0%		0.0%	
2nd. Yr. Renewal			0.0%		0.0%		0.0%	

Lowest Responsible Bidder: Mid Valley Pest Control, LLC

Please Note:

BID NAME/NUMBER: 22-464-07-20 / Pest Control Services

OPEN DATE: July 20, 2022 2:00 PM CST



Vendor Name:	Maria I. Dungan, DBA Pest Lab	South Texas Landscapes Irrigation & Pest Control	Mid Valley Pest Control, LLC
Street address:	3613 Lott Rd.	1802 Nugget St.	8002 E. Curry Rd.
City, State:	Donna, TX 78537	Penitas, TX 78576	Edinburg, TX 78542
Phone:	(956) 464-6081	(956) 862-0232	(956) 383-2651
Fax:	(956) 464-6081		
Contact:	Maria I. Dungan	Alexis Garza	Benito Campos, Jr.
Email:	mdungan956@gmail.com	stxlandscapes@gmail.com	mypc1234@yahoo.com

DESCRIPTION of FORMS:				
	Solicitation Signed		Yes	Yes
	Terms & Conditions Included		Yes	Yes
	Subcontractor(s)/Subconsultant(s)		Yes	Yes
	Non-Collusive		Yes	Yes
	Pricing Schedule		Yes	Yes
	Addenda Checklist		None	None
	Gen. Business Questionare		Yes	Yes
	References		Yes	Yes
	CIQ			



CITY OF MISSION

"Home of the Grapefruit"

Benito Campos Jr., President
Mid Valley Pest Control, LLC
8002 E. Curry Rd.
Edinburg, Texas 78542

Subject: Notice of Award – Bid No: 22-464-07-20 Pest Control Services

Dear Mr. Campos:

You are hereby notified that you have been awarded City of Mission Bid No: 22-464-07-20 Pest Control Services. Please use this bid number on any correspondence to the City of Mission.

The term of this contract shall be for one (1) year from the date of contract award. The City of Mission shall reserve the option to renew this contract for an additional two (2) consecutive, one (1) year periods at the end of the one-year base service period. 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: August 11, 2022 through August 10, 2023.

To facilitate the discharge of this contract, the Technical Representative (TR) for the contract is Robert Hinojosa, Risk Director, who can be reached at (956) 580-8717. 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. 8th Street
Mission, TX 78592
956/580-8667
956/580-8798 FAX

We appreciate your interest in City of Mission and look forward to working with you.

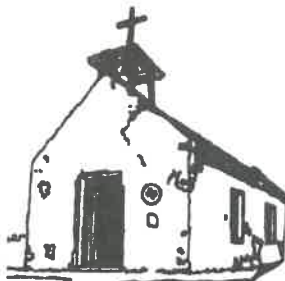
Sincerely,



Peter Geddes
Director of Purchasing



Date



CITY OF MISSION

"Home of the Grapefruit"

July 26, 2023

Benito Campos Jr., President
Mid Valley Pest Control, LLC
8002 E. Curry Rd.
Edinburg, Texas 78542

RE: First One Year Renewal for Pest Control Services/ Bid No: 22-464-07-20

Dear Mr. Campos:

This letter is to inform you that the City of Mission has opted to execute the First One Year Renewal on the contract for Pest Control Services / Bid No. 22-464-07-20 with your company, Mid Valley Pest Control, LLC. The contract renewal price will remain the same and will not be increased as per the General Terms and Conditions stipulated on the contract.

Renewal of contract is from August 11, 2023 – August 10, 2024.

Please contact Roberto Hinojosa, Risk Director at (956) 766-3232 for further details.

Thank you for your continuation of service on this contract.

Sincerely,

A handwritten signature in blue ink, appearing to read "Peter Geddes".

Peter Geddes
Procurement Director

cc: Roberto Hinojosa; file

MID VALLEY PEST CONTROL

TPCL #0774494

8002 E CURRY RD, EDINBURG, TX, 78542

PHONE: Edinburg (956)-383-2651 Weslaco (956)-969-2628 Toll: 1-866-787-2651

FAX: 956-287-7717



Bid No: 22-464-07-20 Pest Control Services (08/11/2022-08/10/2023)
Extension to: 08/11/2023-08/10/2024

Mid Valley Pest Control would like to exercise its first of two one-year extension with City of Mission contract #22-464-07-20 for pest control services that expire August 10, 2023. Our contract includes servicing buildings throughout the city of Mission and Risk Mgt. Dpt. for an additional year with no price increase (as per contract).

MID VALLEY PEST CONTROL

By: *Christina Fagan*

Christina Fagan
Office Manager

Date Signed: 7/17/2023



**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: May 13, 2024
PRESENTED BY: Tecló J. Garcia, CEO, MEDC
AGENDA ITEM: Approval of Resolution #_____, Resolution approving resolution of Mission Economic Development Corporation, authorizing the issuance of bonds on behalf of Republic Services Inc., and matters related thereto – T. 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 Republic Services Inc., under the assistance of MEDC’s Private Activity Bond program.

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

STAFF RECOMMENDATION:
Approval

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

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

AYES

NAYS

DISSENTING _____

RESOLUTION # _____

RESOLUTION APPROVING THE RESOLUTION OF MISSION ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING THE ISSUANCE OF BONDS ON BEHALF OF REPUBLIC SERVICES, INC.; 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, Texas Local Government Code, Chapter 501 (formerly Article 5190.6, Vernon’s Texas Civil Statutes), as amended (the “Act”); and

WHEREAS, on April 24, 2024, 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 \$50,000,000 (the “Bonds”), pursuant to the terms and provisions of one or more indentures, trust indentures, or similarly designated agreements (whether one or more, the “Indentures”); (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 Republic Services, Inc., and/or its subsidiaries or affiliates (the “User”); (iii) approving the loan of the proceeds of the Bonds to the User to be used to finance 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 Republic Services, Inc.; Approving Documents Relating Thereto; And Approving Other Matters In Connection Therewith* adopted by the Issuer on April 24, 2024 (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 \$133,000,000, and the facilities to be financed by the plan of finance, including the facilities and operations located at the following locations, in the aggregate maximum stated principal amounts at each location noted below: (i) 2200 FM 521, Fresno, Fort Bend County, Texas 77545 (\$25,000,000); (ii) 3031 FM 3417, Mount Pleasant, Titus County, Texas 75455 (\$10,000,000); (iii) 800 Mosier Valley Road, Euless, Tarrant County, Texas 76040 (\$13,000,000); (iv) 12035 West Murphy Street, Odessa, Ector County, Texas 79763 (\$14,000,000); (v) 6433 Labelle Road, Beaumont, Jefferson County, Texas 77705 (\$17,000,000); (vi) 2559 FM 66, Itasca, Hill County, Texas 76055 (\$11,000,000); (vii) 2811 FM 1568, Campbell, Hunt County, Texas 75422 (\$10,000,000); and (viii) 5757 Oates Road, Suite A, Houston, Harris County, Texas 77078 (\$33,000,000) (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 13th day of May, 2024.

RESOLUTION NO. 2024-02

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 REPUBLIC SERVICES, INC.; 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, Texas Local Government Code, Chapter 501 (formerly Article 5190.6, Vernon’s Texas Civil Statutes), 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 does not support the Project (as hereinafter defined) with sales and use tax revenue collected under Chapters 504 or 505 (formerly Section 4A or 4B) of the Act; 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, Republic Services, Inc., a Delaware corporation (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”), 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 Republic Services, Inc. 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 September 17, 2019 (the “Prior Resolution”); and

WHEREAS, the governing bodies of each of the counties or cities in which any portion of the Project is located (collectively, the “Requesting Units”) have requested or will request, prior to the issuance of the Bonds, the Issuer to exercise its powers to finance the portion of the Project located in such counties or cities, to the extent required by the Act;

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 \$50,000,000 pursuant to and in accordance with this Resolution; 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 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 (which may alternatively be designated as bond financing agreements or similar designation), one or more bond purchase agreements (which may alternatively be designated as bond placement agreements and/or underwriting agreements or similar designation) and one or more letters of representation with respect to the Bonds, 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 \$50,000,000. 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 (Republic Services, Inc. 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 indentures, 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, bond financing 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, bond placement agreements, underwriting 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 the underwriter(s), placement agent(s), and/or purchaser(s) named therein, 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. To the extent required or requested, the Issuer further authorizes and approves the acceptance by the Issuer of one or more letters of representation (whether one or more, the “Letters of Representation”) from the Borrower in connection with the Bond Purchase Agreements, the form, terms and provisions of such Letters of Representation 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 Letters of Representation 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.

4. The Board hereby authorizes and approves the content and use of the information described in the last recital of this Resolution 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 Bracewell LLP as bond counsel ("Bond Counsel") and 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 the Texas Government Code §1202.003, 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. The Board further hereby finds that the Project (including the land, buildings, equipment, facilities, expenditures, targeted infrastructure and improvements with respect to the Project) are: (i) for the creation or retention of primary jobs (as defined in the Act) and (ii) required or suitable for the development, retention or expansion of solid waste disposal facilities.

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

14. 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 24th day of April, 2024.

AGENDA ITEM

DATE: May 13, 2024

TO: City of Mission

RESOLUTION APPROVING THE RESOLUTION OF MISSION ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING THE ISSUANCE OF BONDS ON BEHALF OF REPUBLIC SERVICES, INC.; AND MATTERS RELATED THERETO

Background:

Republic Services, Inc. (NYSE: RSG) is a trusted leader in the environmental services industry with 13 million customers, 17,000 trucks and more than 1,000 locations in North America. Republic Services provides the most complete set of recycling, waste and environmental solutions from a single-source provider. The company partners with customers to help them achieve their sustainability goals, driving both environmental and economic sustainability. They offer advanced recycling; solid waste, special waste and hazardous waste treatment and disposal; field and industrial services; 24/7 emergency response; and equipment rental and cleaning.

As the second largest U.S. environmental services company with 2023 revenues of \$14.9 billion, Republic's operations are national in scope, but the physical collection and recycling or disposal of waste is very much a local business, and the dynamics and opportunities differ in each of the company's markets. By combining local operating management with standardized business practices, Republic drives greater overall operating efficiency across the Company while maintaining day-to-day operating decisions at the local level, closest to the customer.

The Project:

The Company is seeking tax-exempt bond financing and refinancing for certain infrastructure and capital improvements to its solid waste collection and disposal operations as outlined in the attached Exhibit A.

In order for the bonds to qualify as tax-exempt, certain federal and state tax law requirements must be met, including having a governmental entity/agency issue such bonds for the benefit of the Company. Therefore, the Company has requested the Mission Economic Development Corporation ("MEDC") in Mission, Texas to serve as the governmental issuer of these bonds. The bonds will be used to finance various facilities located throughout Texas and it is necessary to obtain consent from each jurisdiction where the facilities to be financed are located as well as the City of Mission. Additionally, a public hearing notice will be published in each jurisdiction and public hearings will be held to satisfy federal tax law requirements.

Terms of Transaction:

Amount: \$50,000,000
Rate: (Multi-modal)
Rating: BBB+ Investment Grade by Standard & Poor’s (Est.)
Bond Purchasers: Public Offering
Maturity: TBD

Finance Team:

Underwriters: Bank of America Merrill Lynch
Bond & Issuer Counsel: Bracewell LLP

Fiscal Impact & Risks:

Bonds will be issued in one or more series. Based on the proposed \$50 million transactions, the MEDC is expected to receive approximately \$92,500 at closing for serving as Issuer of the bonds and \$12,500 annually until maturity.

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

EXHIBIT A

DESCRIPTION OF PROJECT

The proceeds of the Bonds will be loaned to Republic Services, Inc. and/or one or more subsidiaries or affiliates thereof (collectively, the “Borrower”) for the purpose of financing and/or refinancing capital improvements, site improvements, and equipment acquisitions related to the Borrower’s solid waste disposal facilities and collections operations, including facilities and operations located at any one or more of the following locations, in the aggregate maximum stated principal amounts at each location noted below:

- 1) 2200 FM 521, Fresno, Fort Bend County, Texas 77545;
- 2) 3031 FM 3417, Mount Pleasant, Titus County, Texas 75455;
- 3) 800 Mosier Valley Road, Euless, Tarrant County, Texas 76040;
- 4) 12035 West Murphy Street, Odessa, Ector County, Texas 79763;
- 5) 6433 Labelle Road, Beaumont, Jefferson County, Texas 77705;
- 6) 2559 FM 66, Itasca, Hill County, Texas 76055;
- 7) 2811 FM 1568, Campbell, Hunt County, Texas 75422; and
- 8) 5757 Oates Road, Suite A, Houston, Harris County, Texas 77078



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 13, 2024

PRESENTED BY: Cesar Torres, Chief of Police

AGENDA ITEM: Authorization to enter into a Memorandum of Understanding between South Texas College Police Department and the City of Mission Police Department – Torres

NATURE OF REQUEST:

The Mission Police Department is requesting authorization to enter into a memorandum of understanding with the South Texas College Police Department, for the purpose of clarifying jurisdictional roles and abilities at South Texas College buildings within City of Mission jurisdiction. This agreement outlines the responsibilities and abilities for both agencies. This agreement will be in effect upon approval.

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 *MCP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

JURISDICTIONAL AND INTERAGENCY SUPPORT
MEMORANDUM OF UNDERSTANDING

SOUTH TEXAS COLLEGE POLICE DEPARTMENT
AND MISSION POLICE DEPARTMENT

WHEREAS, The Texas Education Code, Section 51.203 confers on commissioned peace officers of state institutions of higher education, jurisdiction in all the counties in which property is owned, leased, rented, or otherwise under the control of the Institution, and

WHEREAS, The Texas Local Government Code confers on commissioned peace officers of the City of Mission, jurisdiction within the city limits and for certain purposes throughout the county.

BE IT THEREFORE AGREED AS FOLLOWS: That the South Texas College Police Department (STCPD) and the Mission Police Department (MPD) shall abide by the following articles:

ARTICLE 1:

STCPD will assume primary jurisdiction within property owned, operated, rented or leased by South Texas College within the City of Mission (STC jurisdiction site), and MPD shall retain concurrent jurisdiction. In the absence of STCPD, MPD shall have primary jurisdiction.

ARTICLE 2:

MPD will retain primary jurisdiction within the City of Mission outside of property owned, operated, rented or leased by South Texas College.

ARTICLE 3:

STCPD may exercise police powers outside of STC property as required by and/or authorized by law. MPD may exercise police powers within STC property located within the City of Mission as required and/or authorized by law and as further set forth herein below.

ARTICLE 4:

The department exercising primary jurisdiction will have on scene incident command.

ARTICLE 5:

Follow-up investigations will be conducted by the department having primary jurisdiction of the incident.

ARTICLE 6:

Federal Clery Act Compliance

A. Pursuant to the Federal Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, postsecondary schools are required to disclose statistics for certain crimes that occurred on campus and on public property within and immediately adjacent to school-owned buildings and property.

B. STCPD is required to disclose statistics that are reported to the department as well as to local and state law enforcement agencies.

C. The STCPD will provide subscription to the STC Emergency Alert System, for the MPD Chief of Police and his designees to ensure timely sharing of information regarding public safety alerts.

ARTICLE 7:

It is expressly understood and agreed that, in the execution of this agreement, no party waives, nor shall be deemed hereby to waive, an immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Dr. Ricardo J. Solis
President
South Texas College

Date

Norie Gonzalez Garza
Mayor
City of Mission

Date



4-28-24

Ruben Suarez
Chief of Police
South Texas College Police Department

Date

Cesar Torres
Chief of Police
Mission Police Department

Date

AT 11:05 FILED O'CLOCK

Item 22.

APR 23 2024

ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS

BY *[Signature]* DEPUTY

STATE OF TEXAS §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF HIDALGO, TEXAS, AND
THE CITY OF MISSION
FOR AMERICAN RESCUE PLAN ACT RECOVERY FUNDS**

THIS Agreement is made on and entered into effective as of the 16th day of April, 2024, by and between the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as (“County”), and the **CITY OF MISSION**, hereinafter referred to as (“City”), collectively referred to as “Parties” and pursuant to the provisions of the Texas Interlocal Cooperation Act (“Act”), Chapter 791, et seq., Texas Government Code, as follows:

WITNESSETH:

WHEREAS, the City is “local government as defined by the Act, and a political subdivision of the State of Texas, within the boundary of Hidalgo County; and

WHEREAS, the County is defined as a local government” under the Interlocal Cooperation Act, a political subdivision organized under the laws of the State of Texas; and

WHEREAS, pursuant to Texas Government Code Section 418.108, Hidalgo County Judge Richard Cortez issued a Declaration of Local Disaster for Public Health Emergency on March 17, 2020, due to the imminent threat arising from the Coronavirus (COVID-19); and

WHEREAS, on March 22, 2020, the Commissioners Court of Hidalgo County issued an Order of Continuance of Declaration of Local Disaster for Public Health Emergency; and

WHEREAS, on or about March 11, 2021, the Federal Government passed the American Rescue Plan Act (“ARPA”), including the Coronavirus State and Local Fiscal Recovery Fund (the “SLFRF”) which provides for direct payments to qualifying units of local governments to respond to the COVID-19 public health emergency and its economic impacts through eligible uses; and

WHEREAS, the County received a direct distribution of the SLFRF to be used for eligible expenditures that were directly related to and/or incurred as a result of the COVID-19 public health emergency; and

WHEREAS, pursuant to guidance provided by the United States Department of Treasury: (Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments) (the “Guidance”) version 5.4 issued December 14, 2023, The Interim Final Rule dated May 17, 2021, The Final Rule dated January 6, 2022 and The Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, (which are attached hereto and incorporated by reference herein as **Exhibit “A”**), the SLFRF allows a recipient to transfer funds to another unit of government, *provided that the funds transferred are used for an eligible use as outlined in section 603 (c)(1) of the Social Security Act, and the Guidance*; and

WHEREAS, the County and City now desire to establish a partnership to create the Hidalgo County Emergency Services Program which encompasses an emergency responder training program that will specifically address a critical shortage of EMTs/paramedics in the County of Hidalgo. City will host and coordinate the efforts to facilitate the training program, and County will contribute funds to assist with the cost of the training. To further these efforts, the County will designate a portion of the funds received from the SLFRF to be transferred to City for the establishment of an emergency services paramedic training program in Hidalgo County that will provide for the training of EMTs and Paramedics and will be made available to other municipalities within the County;

WHEREAS, the goal of this program is to assist in providing additional trained emergency medical responders, which are in dire need due to a shortage, and will ensure underserved residents who have been impacted by the COVID-19 public health emergency continue to receive critical lifesaving services, to respond to the public health emergency in compliance with the terms and criteria of the SLFRF and as more fully described below; and

WHEREAS, amounts paid from the SLFRF are subject to restrictions outlined in the Guidance and as set forth in section 603(c) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act; and

WHEREAS, the SLFRF further requires that all recipients and sub-recipient(s) comply with certain terms and conditions more particularly described below and in the Guidance attached as **Exhibit "A"** as well as any future guidance provided by the U.S. Department of Treasury; and

WHEREAS, County and City desire to enter into this agreement for a public purpose and for the benefit of those residents of the County and City and to further detail each party's duties and responsibilities; and

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

SECTION I RULES AND REGULATIONS

1.1 City agrees to abide by the Guidance provided under the ARPA, Coronavirus State and Local Fiscal Recovery Fund, and as more particularly described in section 603(c) of the Social Security Act and any further guidance issued by the United States Department of Treasury. See **Exhibit "A"**

SECTION II DEBARMENT/SUSPENSION CERTIFICATION

2.1 City certifies that City is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System found at <http://sam.gov>.

SECTION III TERMS AND CONDITIONS AND PROPOSED PLAN

3.1 City represents that it has read and understood the terms and conditions of the SLFRF attached hereto as **Exhibit “A”** and as a condition of being a sub-recipient of SLFRF, City agrees to comply with all terms and conditions required of entities accepting funds through a sub-recipient agreement and City further warrants and represents to the County that the funds it will expend meet the criteria allowed under the SLFRF as outlined below:

The ARPA provides that payments from the SLFRF may only be used to fund eligible uses, and specifically in this instance funds are being transferred —

To establish the City of Mission Paramedic Initiative to address the ongoing need for paramedics throughout the County of Hidalgo; the funds will be used to assist the City in the establishment of the Hidalgo County Emergency Services program which encompasses a paramedic training program that will provide for the training of EMTs and Paramedics and will be made available to municipalities throughout the County. City will host and coordinate the efforts to facilitate the training program, and County will contribute funds to assist with the cost of the training. Due to the critical need for paramedics and EMTs throughout the COVID-19 pandemic, the County has and continues to experience a shortage of emergency medical service responders. The creation of this program will assist in providing much needed trained staff to local municipalities and it will ensure underserved residents continue to receive critical lifesaving services to continue the County’s efforts to respond to the public health emergency.

As related to the eligible use identified above, costs should be incurred and/or obligated on or after March 3, 2021, and should be expended upon completion of the City of Mission Paramedic Initiative, and/or by June 30, 2024, whichever occurs first.

For purposes of the ARPA Funds, *incurred* means the unit of local government (sub-recipient) has expended the funds to cover the costs of an eligible expense. Examples of eligible expenses and prohibited costs may be found in the Guidance, version 5.3 dated December 14, 2023, in the Interim Final Rule dated May 17, 2021, and in The Final Rule dated January 6, 2022, provided in the attached **Exhibit “A”**, and in the additional SLFRF FAQ’s and guidance provided by the U.S. Department of Treasury (dated May 27, 2021, June 8, 2021, June 17, 2021, June 23, 2021, June 24, 2021, July 14, 2021, July 19, 2021, November 15, 2021, January 2022, April 27, 2022, July 27, 2022, April 10, 2023, February 1, 2024, March 5, 2024, March 29, 2024, and any subsequent amendments thereafter) which are attached hereto and incorporated by reference herein as **Exhibit “B” (to include any future updated guidance from the U.S. Treasury)**.

3.2 County has designated funds in the amount of **\$83,460.00** to be allocated to the City for eligible expenses for the City of Mission Paramedic Initiative to address the ongoing pandemic by establishing the Hidalgo County Emergency Services Program which encompasses a paramedic training program in Hidalgo County that will provide for the training of EMTs and Paramedics, in an effort to respond to the public health emergency. City shall submit requests to COUNTY on the

prescribed Cost Reimbursement/Payment Request Form attached as **Exhibit “C”**, and related documentation for expenses, pursuant to the paragraph (3.3) of this Agreement. COUNTY will disburse funds within thirty (30) days upon receipt of a proper Cost Reimbursement/Payment Request form and internal review and audit procedures. Requests shall be submitted to COVID-19@auditor.co.hidalgo.tx.us. City understands that funds will be disbursed on a reimbursement basis. Additionally, City understands and agrees that any unused or unexpended funds are subject to recapture by COUNTY.

3.3 In consideration of the City’s representation that it will comply with the terms of the SLFRF and further agrees to comply with the terms of this sub-recipient Agreement, City shall deliver a copy of all related supporting expense documentation, along with the Cost Reimbursement/Payment Request form (attached hereto and incorporated by reference as **Exhibit “C”**), and the final report of COVID-19 related expenditures to COUNTY no later than December 31, 2024, and shall keep the supporting documentation for a minimum of five (5) years. City shall give The United States Treasury Department, the Special Inspector General of the U.S. Department of Treasury, the Comptroller General of the United States, County, County Auditor, and any of their duly authorized representative, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property belonging to or in use by City pertaining to this Agreement as it pertains to the use of federal funds.

3.4 City agrees to notify County in writing and obtain from County written approval, prior to any proposed changes, delays or departures from their proposed City of Mission Paramedic Initiative plan, and/or the requirements of this Agreement. Budget adjustments will be considered and may be submitted to the, Hidalgo County Budget Officer, with final approval of the Hidalgo County Commissioners Court.

3.5 County will not be liable for costs incurred by City before commencement of this Agreement or after termination of this Agreement and will not be responsible for reimbursements pertaining to costs incurred that are not in compliance with this Agreement. City further represents and understands that amounts transferred to City will be released contingent upon submission of an eligible City of Mission Paramedic Initiative plan with expenses incurred on or after March 3, 2021, which meet the criteria and Guidance provided by the U.S. Treasury and County. See **Exhibits “A” and “B”**.

3.6 Upon request, City agrees to provide County with copies of all current and applicable payment and overtime policies, workers compensation policies, retirement rates, unemployment rates, and any other reimbursable benefit and rates of payment as necessary for performance under this Agreement.

SECTION IV RECORDS AND REPORTS

4.1 City agrees to establish and maintain all necessary records and reports that may be required as outlined by the SLFRF from County. City understands that it is solely City’s responsibility to

keep all records and reports pertaining to SLFRF activity within their district in a manner acceptable to the U.S. Department of Treasury.

4.2 Per the ARPA Guidance, all government recipients are required to keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 603(c) of the Social Security Act.

4.3 Pursuant to ARPA, City, as a sub-recipient recipient of federal funds, must retain records (electronic and otherwise), and any supporting documentation for a minimum of five (5) years after all funds have been expended or returned to Treasury, whichever is later, as outlined in paragraph 4.c. of the Award Terms and Conditions.

4.4 County may direct City to retain documents for a longer period of time or to transfer certain records to County or federal custody when it is determined that the records possess a long term retention value.

4.5 Failure to maintain records and reports as required will result in forfeiture the funds transferred to City from County. In the event the U.S. Department of Treasury disallows expenditures for premium pay submitted by City due to City's failure to retain and provide necessary records, City understands that any monies reimbursed by County shall then be repaid to County by City in accordance with §8.1.

SECTION V MONITORING VISITS

5.1 City shall give The United States Treasury Department, the Special Inspector General of the U.S. Department of Treasury, the Comptroller General of the United States, County, County Auditor, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property, electronic or otherwise, belonging to or in use by City pertaining to this Agreement as it pertains to the use of federal funds for this program.

5.2 City shall give the Hidalgo County Budget Office, County, County Auditor, and any of their duly authorized representatives, unobstructed access to monitor the activities of the sub-recipient pertaining to this Agreement, ensure that the subaward is in compliance with applicable Federal statutes, regulations, and terms of the subaward, and verify that sub-recipients are audited as required by Subpart F of the Uniform Guidance, as it pertains to this Agreement and to the use of federal funds for this program.

SECTION VI AUDIT REQUIREMENTS

6.1 City agrees to comply with the applicable requirements and standards as set forth in 2 CFR 200 Subpart F §§200.500 – 200.521 which are incorporated by reference herein.

SECTION VII SUSPENSION AND TERMINATION

7.1 City understands that this Agreement may be suspended or terminated if City materially fails to comply with the provisions of the Agreement or the prescribed terms and conditions as provided in the attached Exhibits "A", "B", and "C".

7.2 If City fails to fulfill in a timely and proper manner its obligations under this Agreement, or City violates any of the agreements or stipulations of this Agreement, then the County shall provide City written notification of such non-performance. City will be given ten (10) business days to cure any non-performance. Failure to cure such non-performance will constitute a breach of this Agreement and may be the basis for immediate termination of the Agreement. **Should a breach by the City of this Agreement relate to a violation of federal law or regulation that results in The United States Department of Treasury, General Accounting Office or other applicable overseeing Federal agency demanding reimbursement from the County or the City or its successor, the County will terminate Agreement and seek reimbursement of all funds from City.** City shall not be relieved of the liability to the County for damages sustained by the County by virtue of any breach of this Agreement by City. County may take any and all appropriate action including injunctive relief against City to prevent the continued failure of City to comply with the SLFRF requirements and/or failure to reimburse the County for funds disallowed by the U.S. Department of Treasury. The failure of the County to exercise any right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

7.3 In addition to the termination provisions stated above, either party may terminate this Agreement with or without cause upon thirty (30) days written notice to each other. Termination of the Agreement does not exempt City's obligation to reimburse County for any incurred expenses disallowed by the U.S. Department of Treasury or any other overseeing federal agency.

SECTION VIII LIABILITY FOR DISALLOWED COSTS

8.1 City understands and agrees that as a sub-recipient under this Agreement it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of City. City further understands and agrees that reimbursement to County of such disallowed costs shall be paid by City from funds that were not provided or otherwise made available to City pursuant to this Agreement or any other federal award.

SECTION IX INDEMNITY CLAUSE

9.1 THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF THE PERFORMANCE OF THIS AGREEMENT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, OR OTHER

DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES.

SECTION X CONFLICT OF INTEREST

10.1 City covenants that none of its elected officials, officers, employees, consultants, or agents who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities covered by the SLFRF. City agrees that all elected officials, officers, employees, consultants or agents shall comply fully with the requirements of Texas Local Government Code Chapter 171.

10.2 City agrees that no person who is an elected official, officer, employee, consultant, or agent of City's organization or the County's organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities for which City is now seeking funds from the SLFRF.

10.3 City is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

SECTION XI MISCELLANEOUS PROVISIONS

11.1 **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflicts exists.

11.2 **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

11.3 **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and City, and not otherwise.

11.4 **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable

in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

11.5 **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile to the parties at the addresses set forth below, as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, TX 78539
(956)318-2600

With copy to: Mr. Dagoberto Soto Jr.
Hidalgo County Budget Office
505 S. McColl Rd., Suite G
Edinburg, Texas 78539
(956)292-7025
-And-

Ms. Letty Chavez
Hidalgo County Auditor
2808 S. Bus. Hwy 281
Edinburg, Texas 78539
(956)318-2511

If to City: Norie Garza
Mayor
City of Mission
1201 E. 8th Street
Mission, TX 78572
(956) 580-8662

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11.6 **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

11.7 **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

11.8 **Assignment.** This Agreement shall not be assignable by City.

11.9 **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

11.10 **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

11.11 **Non-Discrimination.** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation race, gender, color, national origin, religion, sex, age, veteran status, disability or any other protected status. City shall comply with applicable law, including but not limited to the provisions of Title VI of the Civil Rights Act of 1964.

11.12 **Governmental Purpose.** To the extent applicable, each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

11.13 **Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.

11.14 **Legal Construction/Severability.** In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11.15 **Immunity.** This Agreement is expressly made subject to the County's Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code and City's governmental immunity, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of immunities from suit or from liability that the County or City has by operation of law.

11.16 Authority to Execute. The execution and performance of this Agreement by County and City have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and City in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF MISSION

THE COUNTY OF HIDALGO

Norie Garza, Mayor

Richard F. Cortez
Richard F. Cortez, County Judge

ATTEST

Arturo Guadalupe, Jr., County Clerk

Approved by Hidalgo County Commissioners Court on 4/16/24
AI 94885

APPROVED AS TO FORM FOR COUNTY:
Office of Hidalgo County Criminal District Attorney,
Toribio "Terry" Palacios.

By: Jaclyn M. Erasmus
Jaclyn M. Erasmus, Assistant District Attorney

CITY OF MISSION BUDGET AMENDMENT REQUEST

FISCAL YEAR: 2023-2024
DATE: May 13, 2024
DEPARTMENT: Fire (31)
FUND: General Fund

BA-24-06

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE / DECREASE	PROPOSED BUDGET
01-431-54500	Fire - Travel and Training	86,000.00	70,620.00	156,620.00
01-300-33183	Reimb - Other Local Gov't	-	(70,620.00)	(70,620.00)
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
TOTAL		86,000.00	-	86,000.00

JUSTIFICATION

Budget Amendment is needed to recognize a partial incoming revenue from (1) Interlocal between Hidalgo County and the City of Mission for a Paramedic training course occurring on May 2024 of \$44,940 (50% of program cost for 14 participants) and (2) participating municipalities of \$25,680 for 50% of 8 participants. City will not incur cost for other municipalities and will receive 50% off program costs for its participants.

Finance Director: 

Date: 5/7/2024

City Council Approved on: _____

Date Posted: _____



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 13, 2024

PRESENTED BY: Cesar Torres, Chief of Police

AGENDA ITEM: Authorization to accept the 2024 STEP Click It or Ticket Mobilization Grant from the Texas Department of Transportation - Torres

NATURE OF REQUEST:

The Mission Police Department is requesting authorization to accept the 2024 STEP Click It or Ticket Mobilization Grant from the Texas Department of Transportation. The grant award amount is \$5,019.14 and will be utilized for traffic (seat belts & child safety seats) enforcement purposes. There is a 21.10% match of \$1,059.14 required by the City of Mission.

BUGETED: Yes / No / N/A **FUND:** Designated Purpose **ACCT. #:** 15-422-14040

BUDGET: \$5,019.14 **EST. COST:** \$ **CURRENT BUDGET BALANCE:** \$0

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 2024

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: 2024-Mission-CIOT-00003

Period: 05/17/2024 to 06/05/2024

**Texas Department Of Transportation - Traffic Safety
 Electronic Signature Authorization Form**

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: City of Mission

Project Title: STEP - Click It Or Ticket Mobilization

Authorizing Authority
 The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.

Name:	
Title:	
Signature:	
Date:	
Under the authority of Ordinance or Resolution Number (if applicable)	

Authorized to Electronically Sign Grant Agreements and Amendments
 List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.	Cesar Torres	Chief of Police
2.	Luis Gutierrez	Corporal / Grant Supervisor
3.		

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

Budget Summary

Budget Category	TxDOT	Match	Total
Category I - Labor Costs			
(100) Salaries	\$3,960.00	\$183.60	\$4,143.60
(200) Fringe Benefits	\$0	\$875.54	\$875.54
Category I Sub-Total	\$3,960.00	\$1,059.14	
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	\$3,960.00	\$1,059.14	\$5,019.14
Category III - Indirect Costs			
(800) Indirect Cost Rate	\$0	\$0	\$0
Summary			
Total Labor Costs	\$3,960.00	\$1,059.14	\$5,019.14
Total Direct Costs	\$0	\$0	\$0
Total Indirect Costs	\$0	\$0	\$0
Grand Total	\$3,960.00	\$1,059.14	\$5,019.14
Fund Sources (Percent Share)	78.90%	21.10%	

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Mission** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2024.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.616**
CFDA Title: **National Priority Safety Programs**
Funding Source: Section **405B**
Unique Entity Identifier (UEI) : **NB6GZTVY4BF7**
FAIN:

30000405BTXH

Project Title: **STEP - Click It Or Ticket Mobilization**
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **05/17/2024** or on the date of final signature of both parties, whichever is later, and ends on **06/05/2024** unless terminated or otherwise modified.

Total Awarded: **\$5,019.14**
Amount Eligible for Reimbursement by the Department: **\$3,960.00**
Match Amount provided by the Subgrantee: **\$1,059.14**



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 2, 2024

PRESENTED BY: Susie de Luna, Planning Director

AGENDA ITEM: Approval of Resolution # _____ Regarding Waterline Access Agreement with Sharyland Water Supply within City of Mission’s ETJ for Jose Juan Gonzalez Vela & Eloisa Cantu Gonzalez – Lot 23, La Homa Groves Subdivision Unit No. 6 – De Luna

NATURE OF REQUEST:

The proposed Lot 23, La Homa Groves Subdivision Unit No. 6 is located near the northwest corner of La Homa Road and W. 5 Mile Road within the service area of the Sharyland Water Supply Corporation and within the City of Mission’s ETJ.

Sharyland Water Supply Corporation has adequate-sized water lines to support fire hydrants in the area and requires an agreement be entered between the Corporation, the property owner and the City of Mission before such installation is allowed.

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

RECORD OF VOTE: **APPROVED:** _____

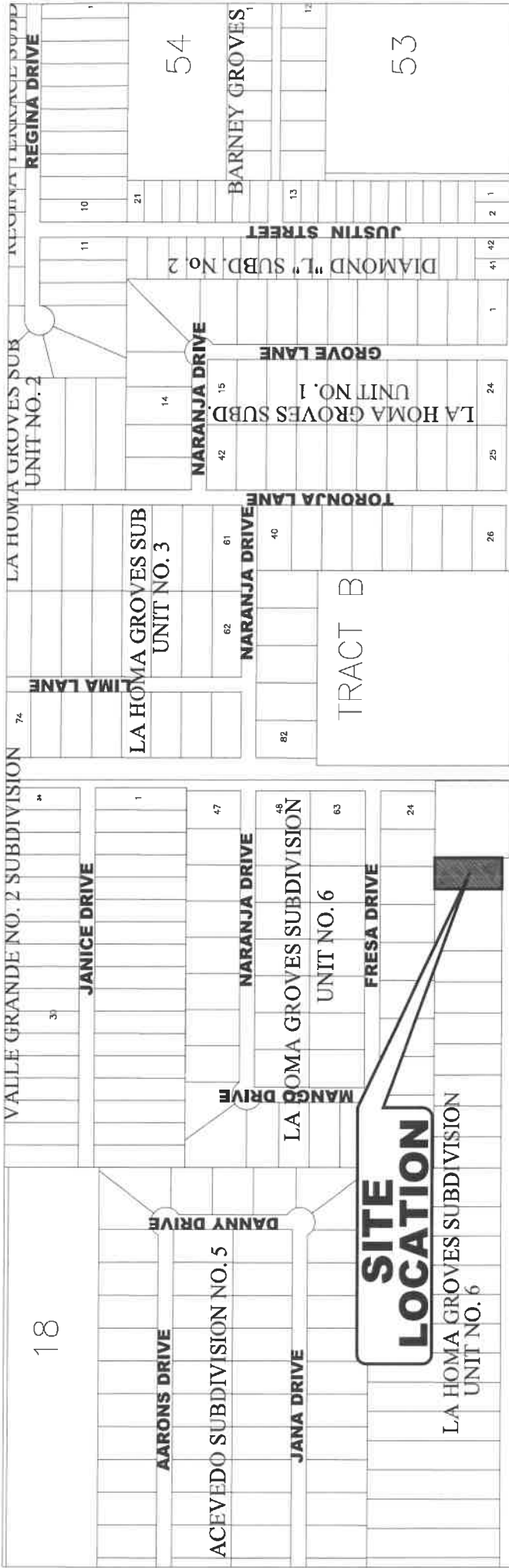
DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____







CITY OF MISSION
 HIDALGO COUNTY, TEXAS
 1201 E. 5th Street
 MISSION, TX 78572
 PH: (956) 580-8672
 FAX: (956) 580-8680

Item 24.

No. 46

STATE OF TEXAS

§
§
§
§

BETWEEN:

COUNTY OF HIDALGO

SHARYLAND WATER SUPPLY CORPORATION; JOSE LUIS GONZALEZ VELA AND ELOISA CANTU GONZALEZ; 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, Jose Juan Gonzalez Vela and Eloisa Cantu Gonzalez ("Owners") are constructing improvements on the property described in Exhibit "A", Gonzalez Plaza (the "Property"), and desires fire protection for the Property.

THEREFORE, in exchange for the recitals herein made, the consideration exchanged and the goodwill generated, SWSC, Owners and City agree as follows:

1. This agreement pertains only to those areas in the Property 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. Owners 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 Owners and maintained by Owners 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 Owners. 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 Owners' 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 Owners, including a reasonable fee for the presence and administration of SWSC's personnel.

10. CITY AND OWNERS 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 OWNERS 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 OWNERS 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 OWNERS 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 OWNERS 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 OWNERS OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY AND OWNERS 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 PROPERTY, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY AND OWNERS 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 OWNERS ACKNOWLEDGE BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY AND OWNERS 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 OWNERS 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 OWNERS 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 OWNERS AGREE BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT SWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY AND OWNERS, FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE PROPERTY, AS CITY AND OWNERS MAKE USE OF THE SYSTEM "AS-IS", "WHERE-IS" AND "WITH ALL FAULTS" CITY AND OWNERS OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY AND OWNERS, 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 OWNERS 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 OWNERS, 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 OWNERS, 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 OWNERS, 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 OWNERS 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. Owners will list SWSC as an additional insured on all liability insurance policies it holds related to the Property being the subject of this Agreement for the duration of this Agreement. Owners 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 Property at a point to be chosen by the SWSC, and shall have access to the Property and equipment constructed by Owners 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 Property. 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, Owners shall have personnel present as necessary to assist in the inspection. Owners 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 Property for purpose of inspecting for possible illegal connections, cross-connections, potential contamination hazards, and illegal lead materials, and Owners and City agree to annual inspections of its own facilities for these conditions.

17. Owners 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 Owners and/or City of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. Owners and/or City shall immediately correct any undesirable practice in the Property. Owners 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 Owners' and/or City sole expense. Any expenses associated with the enforcement of this Agreement shall be paid to SWSC upon presentation to Owners and/or City.

19. Owners 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. Owners and City agree that the maximum amount of liability to Owners 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 Owners 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 Owners authorizes completion of this Agreement by filling in the Effective Date below.

IN WITNESS WHEREOF, EXECUTED by SWSC, Owners 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: _____,
Victor Flores, 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

By: [Signature]
Jose Juan Gonzalez Vela

By: [Signature]
Eloisa Cantu Gonzalez

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared Jose Juan Gonzalez Vela, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me 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 28th day of March, 2024.

[Signature]
Notary Public, State of Texas

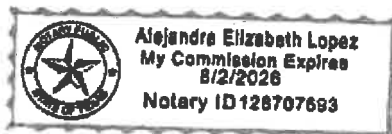
STATE OF TEXAS §
 §
COUNTY OF HIDALGO §



BEFORE ME, the undersigned authority, on this day personally appeared Eloisa Cantu Gonzalez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me 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 28th day of March, 2024.

[Signature]
Notary Public, State of Texas



SHARYLAND WATER SUPPLY CORPORATION
321 S. Shary Blvd.
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"

Lot 23, LA HOMA GROVES, UNIT 6, Hidalgo County, Texas, according to Map or Plat thereof recorded in Volume 31, Page 89, Map Records of Hidalgo County, Texas.

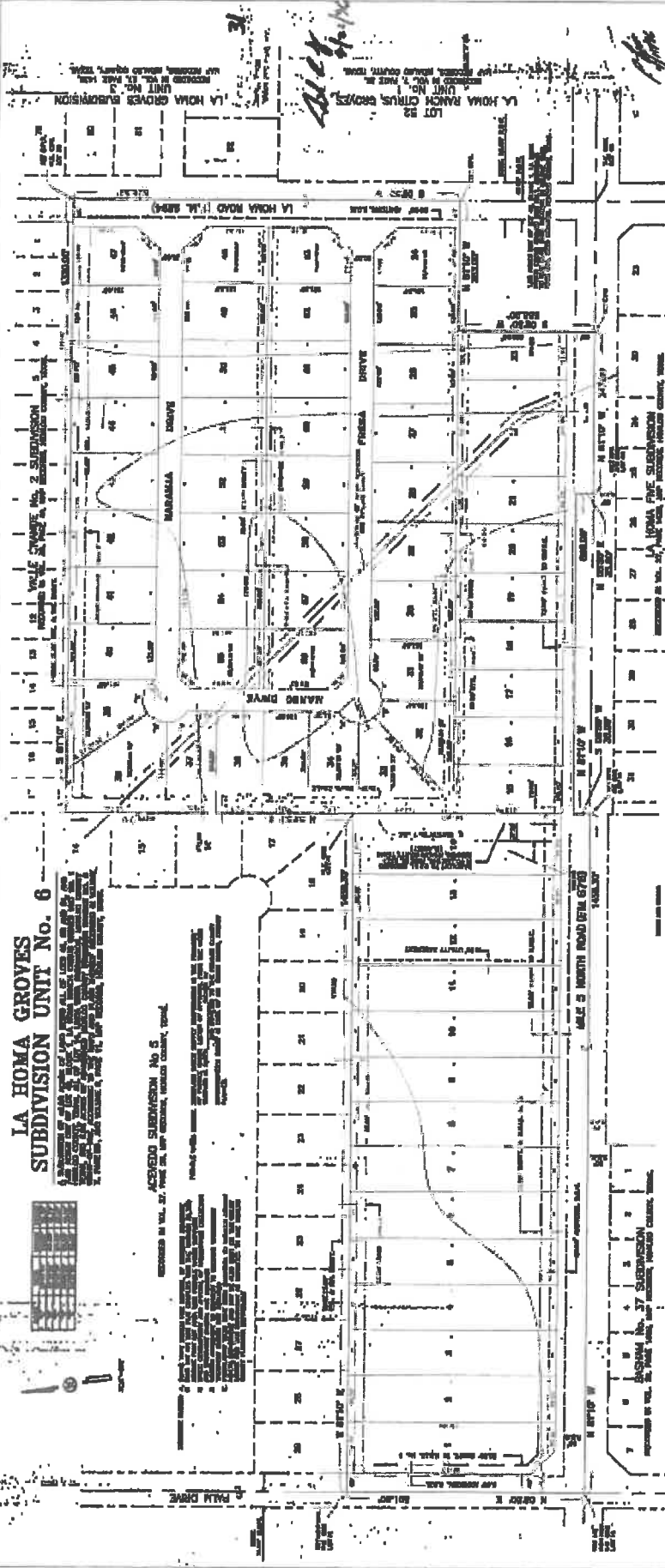
VOL. 31 PG. 89

LA HOMA GROVES
SUBDIVISION UNIT No. 6

AS SHOWN ON THE MAP OF THE LA HOMA GROVES SUBDIVISION UNIT No. 6, RECORDED IN VOL. 13, PAGE 104, OF THE PUBLIC RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA.

ACCRETO SUBDIVISION No. 8

AS SHOWN ON THE MAP OF THE ACCRETO SUBDIVISION No. 8, RECORDED IN VOL. 13, PAGE 104, OF THE PUBLIC RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA.



LA HOMA GROVES SUBDIVISION UNIT No. 6
LA HOMA RANCH DRIVE
LA HOMA ROAD (LA. 800)

LA HOMA GROVES SUBDIVISION UNIT No. 6
LA HOMA RANCH DRIVE
LA HOMA ROAD (LA. 800)

LA HOMA GROVES SUBDIVISION UNIT No. 6
LA HOMA RANCH DRIVE
LA HOMA ROAD (LA. 800)

LA HOMA GROVES SUBDIVISION UNIT No. 6
LA HOMA RANCH DRIVE
LA HOMA ROAD (LA. 800)

QUINTANILLA, BRADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
100 S. GARDEN ST., ANAHEIM, CALIFORNIA 92805

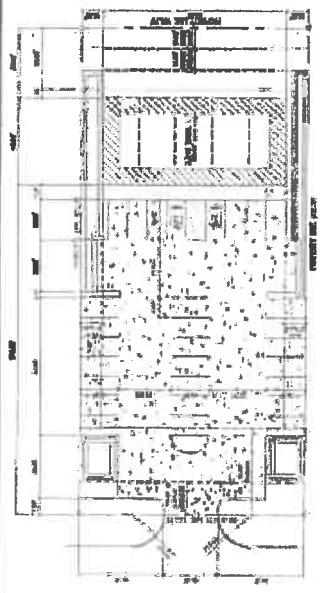
<p>TREVINO ENGINEERING FIRM NO. F-7908 1211 E. QUINN DRIVE, SUITE 100 AUSTIN, TX 78752 TEL: 787.988.5847 FAX: 787.988.5847 trevino@trevinoengineering.com</p>		<p>MISSION, TEXAS NEW RETAIL SPACE BUILDING GONZALEZ PLAZA</p>	<p>CO.0 SITE PLAN</p>
--	---	---	---

NEW RETAIL SPACE BUILDING



PROJECT LOCATION

VICINITY MAP



PROPOSED SITE

CIVIL PLANS

- CD-0 CONTOUR PLAN
- CD-1 SITE & IMPROVEMENT PLAN
- CD-2 UTILITIES
- CD-3 GRADE/PAVING PLAN
- CD-4 EROSION CONTROL PLAN
- CD-5 SITEWORK PLAN
- CD-6 UTILITIES
- CD-7 UTILITIES
- CD-8 SITEWORK POLLUTION PREVENTION PLAN
- CD-9 UTILITIES (SEWER CONTRACT)

TREVINO ENGINEERING

1211 E. QUINN DRIVE, SUITE 100
 AUSTIN, TEXAS 78752
FIRM F-7908
 TEL: 787.988.5847
 FAX: 787.988.5847
 trevino@trevinoengineering.com

SUMMARY

SITE LOCATION
 2805 S. WINDY BELL BLVD.
 AUSTIN, TEXAS, BUNNELL COUNTY

PROJECT DESCRIPTION
 12,000 SQ. FT. RETAIL SPACE BUILDING
 2805 S. WINDY BELL BLVD.

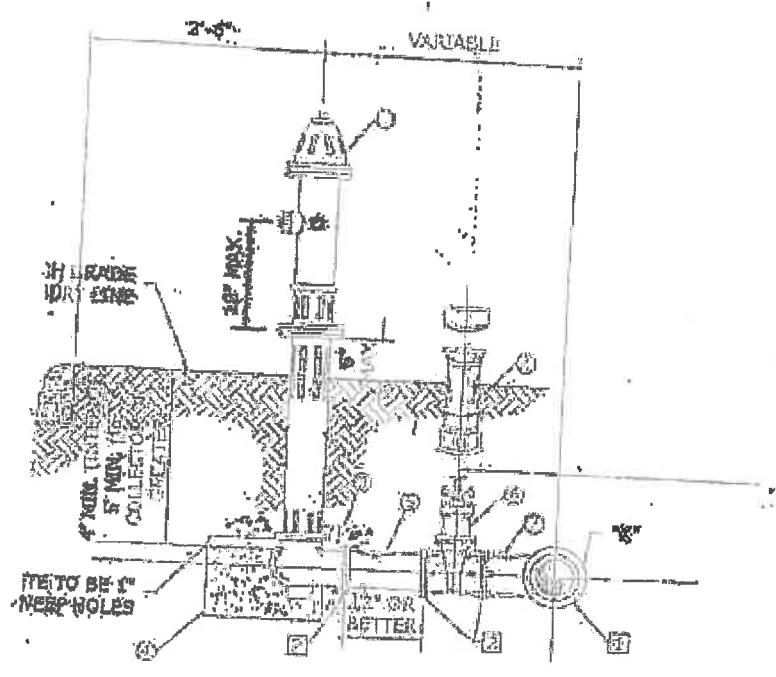
NOTE FOR FULL CONSTRUCTION SET:

- THESE PLANS ARE SUBMITTED TO PROVIDE THE OWNER WITH AN OVERVIEW OF THE PROJECT AND TO OBTAIN COMMENTS FROM THE OWNER. THESE PLANS MUST BE REVISIONED AND RE-SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW AND APPROVAL. ALL CITY ORDINANCES, LOCAL ORDINANCES, FEDERAL, STATE, COUNTY AND LOCAL, CITY ORDINANCES AND ALL OTHER APPLICABLE REGULATIONS MUST BE REVIEWED AND INCORPORATED INTO THE FINAL DESIGN.
- ALL CONSTRUCTION SHALL BE ACCORDING TO THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODES (IMC/MEC).
- CONSTRUCTION SHALL COMPLY WITH ALL OTHER CITY ORDINANCES, LOCAL ORDINANCES, FEDERAL, STATE, COUNTY AND LOCAL, CITY ORDINANCES AND ALL OTHER APPLICABLE REGULATIONS.
- ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODES (IMC/MEC).
- ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODES (IMC/MEC).
- ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODES (IMC/MEC).

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.



NOTE:

- 1.) All shall be placed in hydrant at the site of installation
- 2.) Pumper nozzle shall face roadway. (5 1/2" N.S.T.)
- 3.) In certain instances, where distance permits, a Parallel Tee or Union-Tee 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 OR 4" PUMPER NOZZLE
- 2.) VALVE BOX
- 3.) 2 CU. FT. GRAVEL
- 4.) 8 CU. FT. CONCRETE 1" BELOW HYDRANT WHEEL PEXES
- 5.) 2 FT. MINIMUM PVC SPINDLE
- 6.) RESILIENT BEARING GEAR WADGE (FLANGED MECHANICAL JOINT)
- 7.) FLANGED MECHANICAL JOINT CAST IRON TEE



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 13, 2024

PRESENTED BY: Andy Garcia, Interim Finance Director/Assistant City Manager

AGENDA ITEM: Approval of Resolution # _____ to surplus machinery and equipment – A. Garcia

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 at online auction and those items with no resale value will be 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 13th day of May, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

INVENTORY TO SURPLUS FY 2023-2024

Machinery/Equipment	Identifier	Asset Tag No.	Department
John Deere Gator GCMU-01	N/A	N/A	Golf
Greensmower 2500B	ITC250BGAF095050	011167	Golf
Walk Behind Mower	M0220CA010672	007479	Golf
Walk Behind Mower	M0220CA011842	N/A	Golf
3M 764 RESENSITIZER	N/A	011069	LIBRARY
LEARNPAD,XD,16GB,QUAD CORE, 10.1'IPS LCD,	XD01000153E010705	010389	LIBRARY
LEARNPAD,XD,16GB,QUAD CORE, 10.1'IPS LCD,	XD01000157C0130705	010390	LIBRARY
LEARNPAD,XD,16GB,QUAD CORE, 10.1'IPS LCD,	XD0100015E80130705	010392	LIBRARY
LEARNPAD,XD,16GB,QUAD CORE, 10.1'IPS LCD,	XD0100015C10130705	010393	LIBRARY
LEARNPAD,XD,16GB,QUAD CORE, 10.1'IPS LCD,	XD0100015AF0130705	010394	LIBRARY
LEARNPAD,XD,16GB,QUAD CORE, 10.1'IPS LCD,	XD0100015F90130705	010395	LIBRARY
LEARNPAD,XD,16GB,QUAD CORE, 10.1'IPS LCD,	XD0100015D10130705	010397	LIBRARY
LEARNPAD,XD,16GB,QUAD CORE, 10.1'IPS LCD,	XD0100015C20130705	010398	LIBRARY
LEARNPAD,XD,16GB,QUAD CORE, 10.1'IPS LCD,	XD0100015EA0130705	010399	LIBRARY
LEARNPAD,XD,16GB,QUAD CORE, 10.1'IPS LCD,	XD0100015EE0130705	010400	LIBRARY
LEARNPAD,XD,16GB,QUAD CORE, 10.1'IPS LCD,	XD0100015A30130705	010401	LIBRARY
LEARNPAD,XD,16GB,QUAD CORE, 10.1'IPS LCD,	XD0100015010130705	010402	LIBRARY
LEARNPAD,XD,16GB,QUAD CORE, 10.1'IPS LCD,	XD0100015EB0130705	010403	LIBRARY
LEARNPAD,XD,16GB,QUAD CORE, 10.1'IPS LCD,	XD0100015B60130705	010404	LIBRARY
LearnPad Chargers (10)	N/A	N/A	LIBRARY
Acrylic Shelve Piece (16)	N/A	N/A	LIBRARY
Beige Filing Cabinet	N/A	N/A	LIBRARY
Brown Metal Cabinet	N/A	N/A	LIBRARY
Drill Master 18 V Cordless Drill	91396	N/A	LIBRARY
15.4", AMD 64, WIN VISTA LAPTOP	CNF7493SLN	006789	LIBRARY
Laptop Charger	CNF7493S9Q	006787	LIBRARY
Laptop Charger	Z7401665Q	006974	LIBRARY
Dell Laptop	CTLSBB51	N/A	LIBRARY
Dell Laptop	CTLSBB13	N/A	LIBRARY
Black Laptop Bag	N/A	N/A	LIBRARY
Black Laptop Bag	N/A	N/A	LIBRARY
Magnavox DVD Player &4 head VCR	N/A	N/A	LIBRARY
Kensington Laptop Lock	N/A	N/A	LIBRARY
Beige Shelving Cart	N/A	N/A	LIBRARY
TV Zenith 45"	602RMCJ161339	005953	LIBRARY
(10) Office Chairs	N/A	N/A	Evidence
Office Chair	N/A	008332	Evidence
Office Chair	N/A	008334	Evidence
Office Chair	N/A	008337	Evidence
Office Chair	N/A	008338	Evidence
Office Chair	N/A	008339	Evidence
Office Chair	N/A	008342	Evidence
Office Chair	N/A	008346	Evidence
Office Chair	N/A	008349	Evidence
Office Chair	N/A	008353	Evidence
Sinks	2106240602	N/A	Evidence
Sinks	2106240613	N/A	Evidence
Computers Tower	MXL2431QCZ	009996	Evidence
Computers Tower	MXL0271N9T	008467	Evidence
Computers Tower	GN-CY0544-0544-	N/A	Evidence
Old Jail Monitors	88-L2295	N/A	Evidence
Old Jail Monitors	88-MH830	N/A	Evidence
Printer Microline	AK0500277	N/A	Evidence
Computer Monitors	BA743C84356	N/A	Evidence
Computer Monitors	BA743C84381	N/A	Evidence
Computer Monitors	77K16707NA	N/A	Evidence
Computer Monitors	3CQ516056S	N/A	Evidence
Computer Monitors	CNK7250N8Z	N/A	Evidence
Computer Monitors	3CR0480BK3	009494	Evidence

INVENTORY TO SURPLUS FY 2023-2024

Machinery/Equipment	Identifier	Asset Tag No.	Department
Copiers	U62062G9N258450	N/A	Evidence
FAX /COPIER MACHINE	U61639E5J563980	011139	Evidence
Copiers	JPBCB761F3	N/A	Evidence
Copiers	CNCCFBB1VG	010365	Evidence
TV's	MB01460090	N/A	Evidence
TV's	MX01650233	008378	Evidence
TV's	Z6M53CDDA15300V	N/A	Evidence
TV's	12A30-REV.A	N/A	Evidence
TV's	907124C01399K1	N/A	Evidence
TV's	LB93270915	N/A	Evidence
TV's	LB93270918	N/A	Evidence
TV's	FQZ265229985U	N/A	Evidence
MISC. Item	68-012763	N/A	Evidence
XBOX360	3098645 81205	N/A	Evidence
Catalyst	FOC1139U1BZ	N/A	Evidence
DVR	244B-00575	N/A	Evidence
CIISCO SYS	AMB070401 G6	N/A	Evidence
REMOTE	AAC-SUK0	N/A	Evidence
(2) M KORS Wallet & Purse	N/A	N/A	Evidence
Sneakers Men's size 10	N/A	N/A	Evidence
Balloon Tent	N/A	N/A	Evidence
Speaker Box	N/A	N/A	Evidence
Hp Laptops	CNF946013D	N/A	Evidence
Compaq Laptop	N/A	N/A	Evidence
Pressure Washer MAX	N/A	N/A	Evidence
Lawn Mower Troybilt	N/A	N/A	Evidence
Gas Tanks Leather C	N/A	N/A	Evidence
Chalk	N/A	N/A	Evidence
(20) Bikes	N/A	N/A	Evidence
(4) Swimming Pool Hand Rails	N/A	N/A	Parks
12 FT Garage Door Assembly	N/A	N/A	Parks
(16) Field Lights	N/A	N/A	Parks
Yamaha Golf Cart	N/A	N/A	Parks
(2) Sand Pool Filters with Multi Port Valve Assembly	N/A	N/A	Parks
(32) Poly-Coated Fence Rolls	N/A	N/A	Parks
Ditchwitch Trencher	N/A	001361	Parks
6 FT John Deere Rhino Shredder	K-06571-10	015073(paper tag)	Parks
6 FT Stainless Modern Steel Shredder	N/A	N/A	Parks
(24) Roll of Fencing	N/A	N/A	Parks
300 Gallon Water Tank	N/A	N/A	Parks
Diesel Fuel Tank	N/A	N/A	Parks
6 in Auger	N/A	N/A	Parks
12 in Auger	N/A	N/A	Parks
Spike Drags	N/A	N/A	Parks
Generator	N/A	N/A	Parks
(10) 2024 Chevy Tahoe Box Seats	N/A	N/A	Police
(20) 2024 Chevy Tahoe Door Seats	N/A	N/A	Police
(20) 2024 Chevy Tahoe Rear Individual Seats	N/A	N/A	Police
PANASONIC TOUGHBOOK	8CKYA19900	006894	Police
PANASONIC TOUGHBOOK	N/A	N/A	Police
(2) Dirtbike/ATV Helmets	N/A	N/A	Police
(2) Large Solar Panels	N/A	N/A	Police
(3) Black Metal Frames	N/A	N/A	Police
(41) Maytag Flightlight	N/A	N/A	Police
(3) NICO 00086 6.0V Battery	N/A	N/A	Police
(100) Walkie Talkie Radio Holsters	N/A	N/A	Police
(6) Motorola Speaker Portable Radio	N/A	N/A	Police
(10) Fire Extinguisher	N/A	N/A	Police
(3) Motorola Battery Charging Station/Base	N/A	N/A	Police

INVENTORY TO SURPLUS FY 2023-2024

Machinery/Equipment	Identifier	Asset Tag No.	Department	
(22) Radio Battery	N/A	N/A	Police	
(30) Guns Holsters	N/A	N/A	Police	
(6) Motorola Speaker for 2 Way Radio	N/A	N/A	Police	
(6) Motorola Desktop Base Station Microphone	N/A	N/A	Police	
(12) Acrylic Clip Boards w/Handle	N/A	N/A	Police	
(20) Motorola Radio	N/A	N/A	Police	
2001 Ford F150 Regular Cab	1FTRF17W32NA17967	002783	Parks	
1999 Ford F-800	3FEXF012XMA11617	008182	Water Dist.	
2010 Chevy 2500 HD	1GCHC24K68E206598	007385	Parks	
Texas State Guard Truck	98105135	N/A	FLEET	Fleet Dept.
John Deere 5520	N/A	004500	Parks	
John Deere 310 SG	T0310SG894584	N/A	FLEET	
2010 Ford F150 Regular Cab	1FTMF1CW1AKA7398	007899	Water Dist.	
2012 Ford F 350	1FDBF3E60CEB43264	008646	Water Dist.	
1997 GM 3500 Brush Truck	1GBJK34F7VF026991	001314	FIRE	
1990 International Tender	1HTSDNHN2MH305388	001325	FIRE	FIRE DEPT.
2005 Sutphen Aerial	1S9A5BLE251003046	005641	FIRE	



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 13, 2024

PRESENTED BY: Susana De Luna, Planning Director

AGENDA ITEM: Preliminary 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 Engineering, Inc., - De Luna

NATURE OF REQUEST:

On May 1, 2024, the Planning and Zoning Commission held a Public Hearing to consider the Preliminary & Final Plat Approval for Stewart Cove Phase II Subdivision. The subject site is located on the southwest corner of N. Stewart Road and Solar Drive. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

A

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Staff recommends approval subject to: 1) Payment of Capital Sewer Recovery Fees; 2) Payment of Park Fee; and 3) Conveyance of water rights or payment of \$8910.00 per ordinance #5482

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 _____

ITEM# 2.2**PRELIMINARY & FINAL
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 Engineering, Inc.

REVIEW DATA

PLAT DATA: The Stewart Cove Phase II Subdivision is located on the southwest corner of N. Stewart Road and Solar Drive. — see **vicinity map**. The tract is currently vacant with a proposed land use for 8 residential lots. — see plat for actual dimensions, square footages, and land uses.

WATER: The developer is proposing to connect to an existing 8” water line located along the west R.O.W. of N. Stewart Road and extend an 8” water line through the site providing water service to each lot. It will be looped to the north connecting into the existing adjacent subdivision. There is 1 proposed fire hydrant via direction of the Fire Marshal’s office.

SEWER: The developer will connect to an existing sewer line located north of this site along the north ROW of Solar Drive and extend south into the subdivision with an 8” PVC line to collect from all lots abutting to the proposed street which will end with a standard MH on front of Lot 23. All lots will be stubbed opposite of the water meter with a 4” PVC line. The Capital Sewer Recovery Fee is required at \$200.00/Lot which equates to \$1,600.00 (\$200 x 8 Lots).

STREETS & STORM DRAINAGE: The subdivision will have access from Solar Drive and end at a cul-de-sac. The street design will include a 50’ ROW in a proposed 32’ B-B paved street complete with curb & gutters.

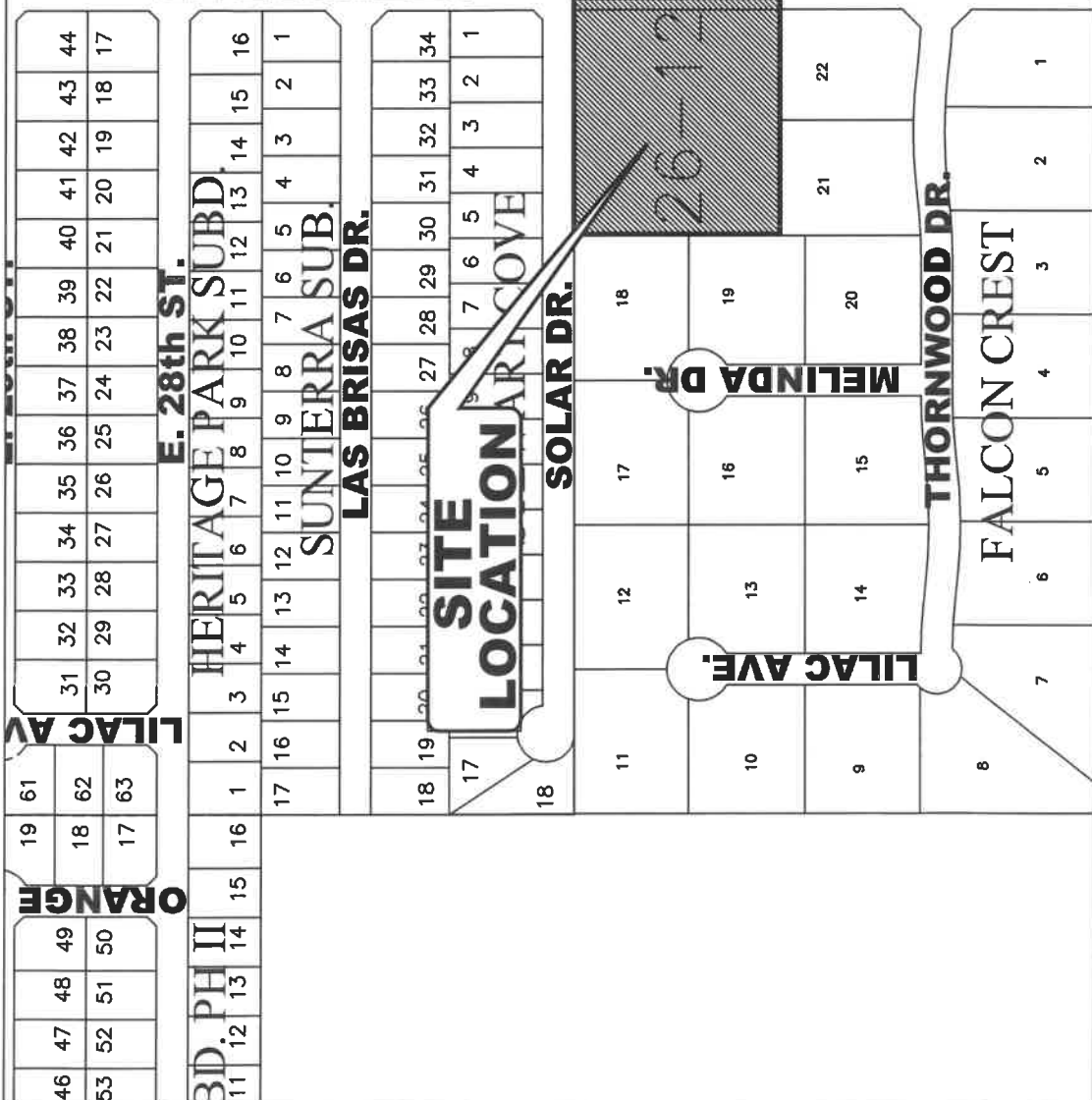
The site lies within a Zone C flood zone as per FIRM panel No. 480344 0400C. The site will sheet flow rainfall onto the proposed street to flow north into existing inlets within Solar Drive the runoff will be detained on-site in a proposed swale and discharge onto an existing City of Mission 24” RCP storm drain line which ultimately drains to the HCDD No. 1 ditch approximately 950’ north of this site. The City Engineer has reviewed and approved the drainage report.

OTHER COMMENTS:

1. Water District exclusions
2. Payment of Park fees (\$500x8Lot=\$4,000.00)
3. Submittal of a street light and sign layout

RECOMMENDATION: Staff recommends approval subject to:

1. Payment of Capital Sewer Recovery Fee
2. Payment of Park Fee, and
3. Conveyance of water rights or payment of \$8910.00 per ordinance # 5482



Item 26.

No.

CITY OF MISSION
 HIDALGO COUNTY, TEXAS
 1201 E. 8th Street
 MISSION, TX 78372
 PH: (956) 580-8672
 FAX: (956) 580-8680

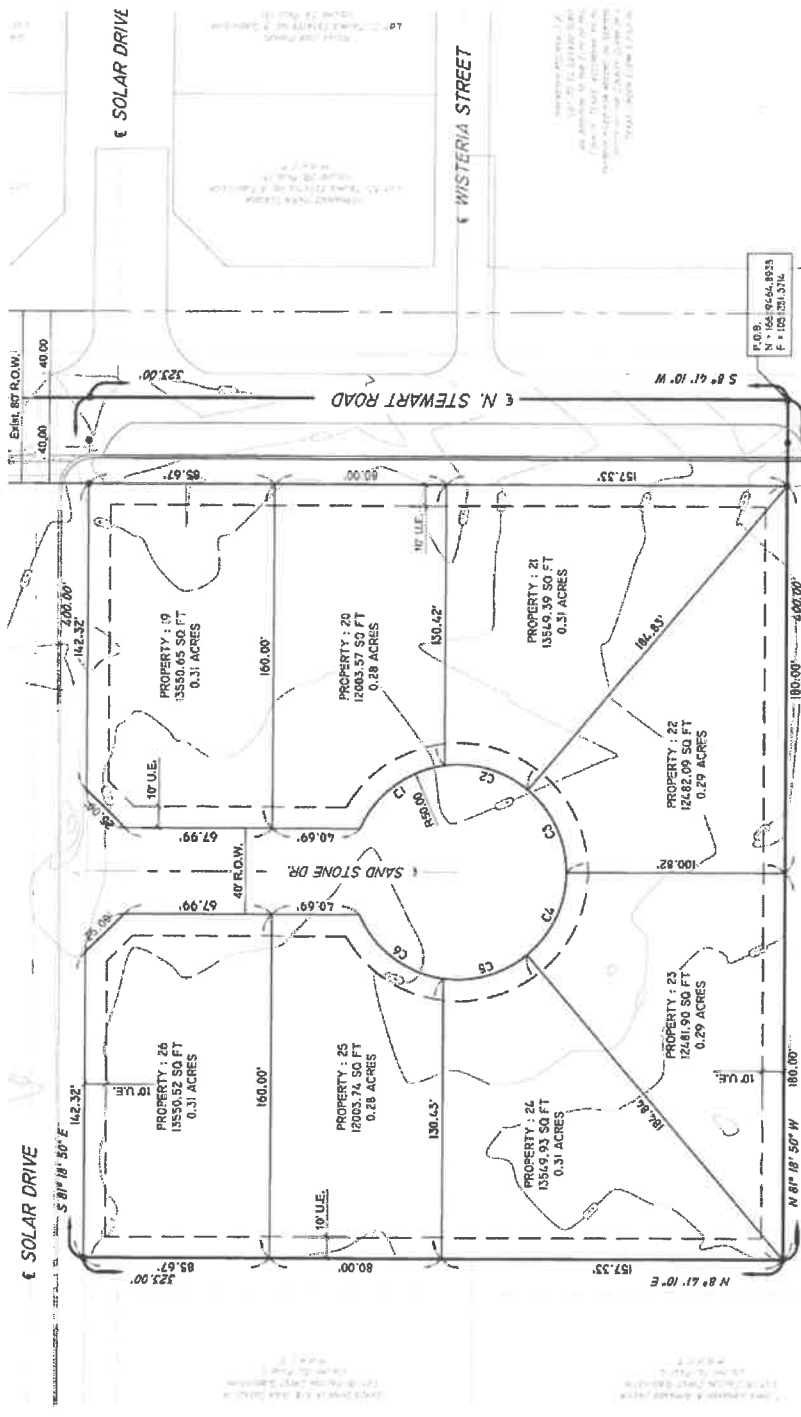
W RUSSELL AND NORMA

200' H.C.I.D. No. 1 EDINBURG

W RUSSELL AND NORMA

287





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, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME I, PAGE 56, MAP RECORDS OF HIDALGO COUNTY, TEXAS

TEXAS CEMETERY LOCATION, CERTIFICATION, AND ATTESTATION

I, MAURICIO VALLE OWNER OF THE 2.97 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE SUBDIVISION MAP HEREIN RECORDED AND AS SHOWN THEREON, DO HEREBY CERTIFY AND AGREE TO PUBLIC USE OF THE STREET, PARK, AND EASEMENTS THEREON.

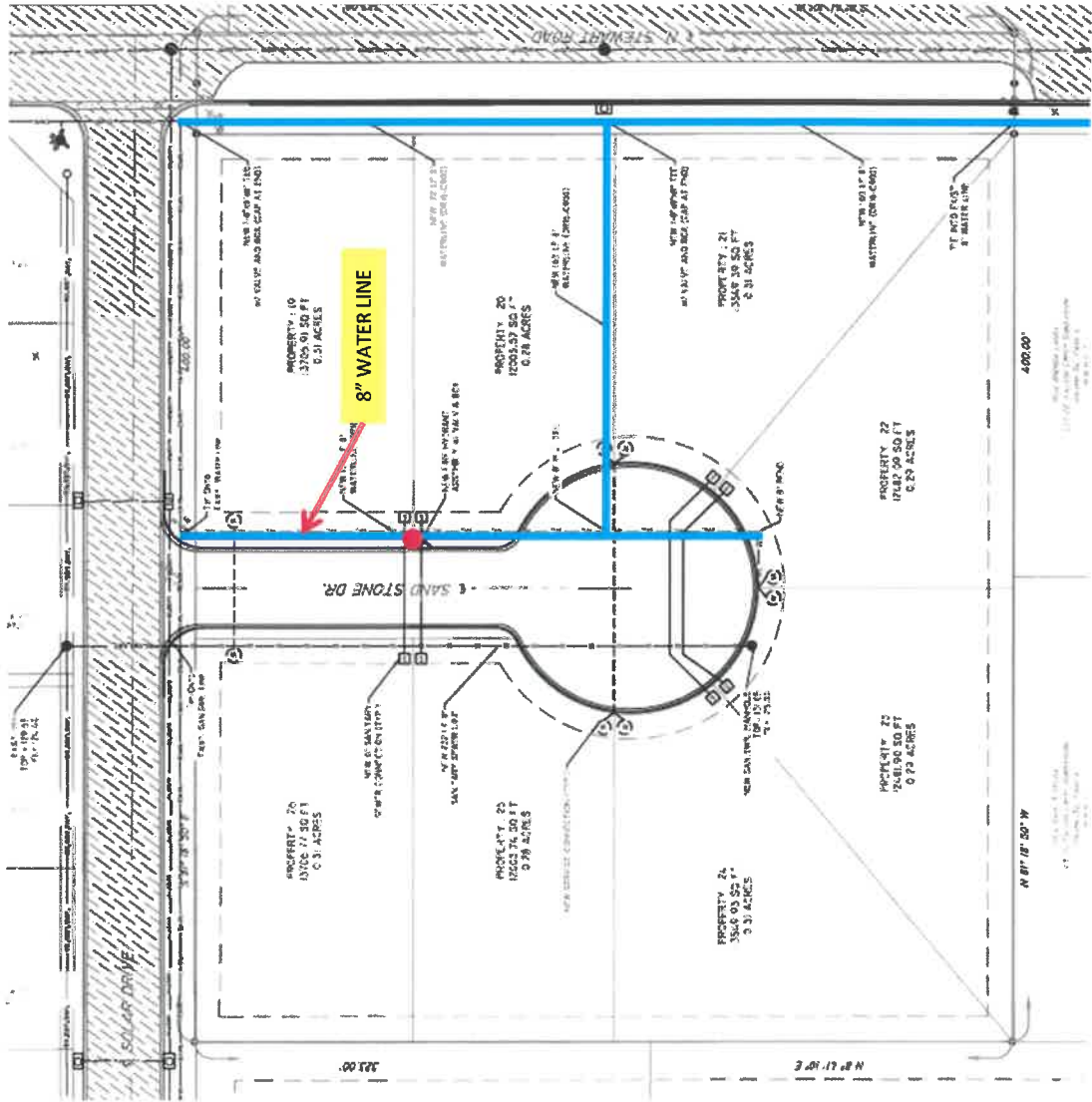
I THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 21.032 AND THAT:

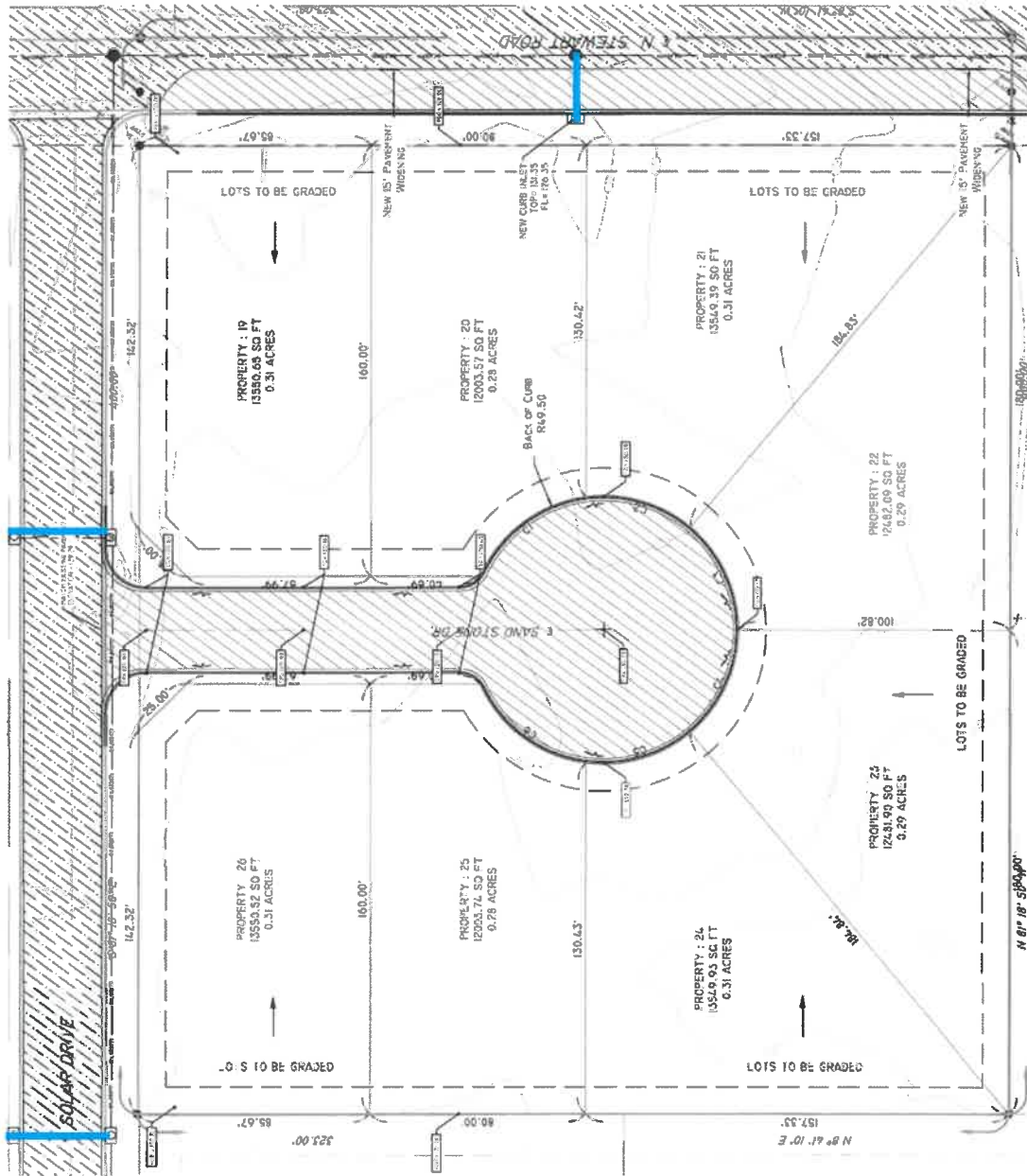
1. WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STANDARDS;

2. SEPTIC TANKS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM STANDARDS OF STATE STANDARDS;

3. METRIC CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

4. AND







HINOJOSA ENGINEERING, INC.

Civil Engineering • Structural Engineering

108 West 18th 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:


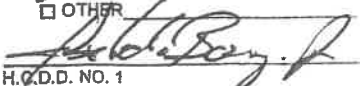

Per the USDA Soil Survey of Hidalgo County, the soils in this area consist predominantly of (25) Hidalgo Fine Sandy Loam and of (28) Hidalgo Sandy Clay Loam. These soils on this site are listed in Hydrologic Group "B", which consist of well drained soils with moderate infiltration rate.

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 checked="" type="checkbox"/> CITY FACILITY	
<input type="checkbox"/> OTHER	
	
H.C.D.D. NO. 1	DATE





CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 13, 2024

PRESENTED BY: Susana De Luna, Planning Director

AGENDA ITEM: Preliminary Plat Approval: The Heights at Inspiration Subdivision Phase I, Being 9.277 acres out of Lot 35-1, West Addition to Sharyland, Suburban ETJ, Developer: Gustavo Cavazos, Engineer: MAS Engineering, LLC, - De Luna

NATURE OF REQUEST:

On May 1, 2024, the Planning and Zoning Commission held a Public Hearing to consider the Preliminary & Final Plat Approval for The Heights at Inspiration Subdivision Phase I. The subject site is located on the east side of Inspiration Road 2/3 of a mile north of West Mile 3 Road. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Staff recommends approval subject to: 1) Conveyance of water rights or payment of \$27,831.00 per ordinance #5482; 2) Water District Exclusion; 3) Meeting the Model Subdivision Rules; and 4) Meeting any comments from the County Planning Department

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 _____

ITEM # 2.3**PRELIMINARY & FINAL
PLAT APPROVAL:**

The Heights at Inspiration Subdivision Phase I
 Being 9.277 acres out of Lot 35-1
 West Addition to Sharyland
 Suburban ETJ
 Developer: Gustavo Cavazos
 Engineer: MAS Engineering, LLC.

REVIEW DATA**PLAT DATA**

The proposed subdivision is located on the east side of Inspiration Road 2/3 of a mile north of West Mile 3 Rd. — **see vicinity map**. The developer is proposing 31 Duplex-Fourplex Residential lots — see plat for actual dimensions, square footages, and land uses.

WATER

The water CCN belongs to Sharyland Water Supply Corporation. The developer is proposing to connect to existing 12” PVC water line running along the east side of Inspiration Road and extending a proposed 8” water line into the development. This will allow water service to the proposed subdivision and provide water service to each lot. There will be 4 fire hydrants to be used as filling station. — **see utility plan**

SEWER

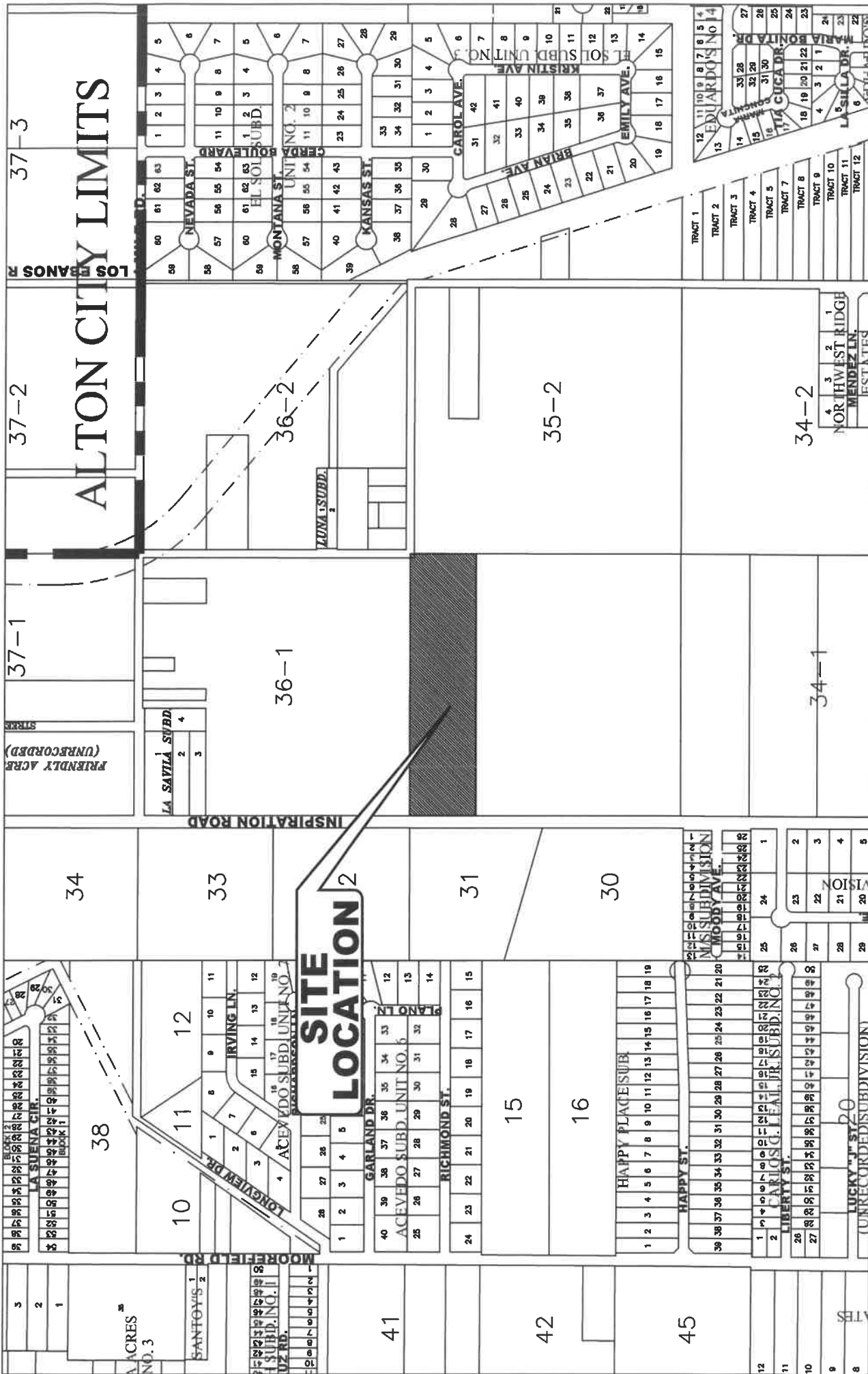
The sewer CCN belongs to the City of Mission however it will be treated by the City of Alton by an agreement until future infrastructure can be installed. An 8” sewer line will run to and thru the subdivision and prepped for future phases. The design is compliant to Mission standards and to be maintained when future connections are established.

STREETS & STORM DRAINAGE

Internal streets are 40’ Back-to-Back within a 50’ Right of Way. Access will be from Inspiration Road. This property falls in two separate flood zones: “C” and “A” of the flood insurance rate map, communality panel no. 480334 0400 C. Storm water detention for this subdivision is 135,283 c.f. or 3.11 ac. ft. The City Engineer has reviewed and approved the drainage report.

RECOMMENDATION

Staff recommends approval subject to meeting the Model Subdivision Rules and meeting any comments from the County Planning Department.



Item 27.

No.



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





CITY OF
MISSION

**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: May 13, 2024
PRESENTED BY: Susana De Luna, Planning Director
AGENDA ITEM: Preliminary 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 Subdivison, R-1T, Developer: RGV Villa Development, LLC, Engineer: Trimad Consultants, LLC, - De Luna

NATURE OF REQUEST:

On May 1, 2024, the Planning and Zoning Commission held a Public Hearing to consider the Preliminary & Final Plat Approval for Springwood Manor Estates. The subject site is located along N. Stewart Road approximately 850' north of Bus Hwy 83. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Staff recommends approval subject to: 1) Payment of Capital Sewer Recovery Fees; 2) Payment of Park Fees; and 3) Conveyance of water rights or payment of \$6000.00 per ordinance #5482

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 _____

ITEM # 2.4**PRELIMINARY & FINAL
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

REVIEW DATA**PLAT DATA**

This subdivision is located along N. Stewart Rd. approximately 850' north of Bus Hwy 83. — see vicinity map. The developer is proposing an (23) twenty-three townhome lots with (2) two lots to be designated for storm water detention purposes — see plat for actual dimensions, square footages, and land uses.

WATER

The developer is proposing to connect from an existing 8" water line located along the west side of Stewart Rd. and extend a proposed 8" line along the south ROW on the internal street and looped around the north side of this site. They are proposing 1 fire hydrant as via direction of the Fire Marshal's office. — see utility plan

SEWER

The developer is proposing an internal 8" sewer line system to provide sewer service to all the lots as it ties into an existing 10" sanitary sewer system located on the north side of this development. The Capital Sewer Recovery Fee will be required at \$200.00/Lot which equates to \$4,600.00 (\$200.00 x 23 Lots).

STREETS & STORM DRAINAGE

The proposed internal street is a 36' Back-to-Back within a 50' Right of Way. Access will be from Stewart Road.

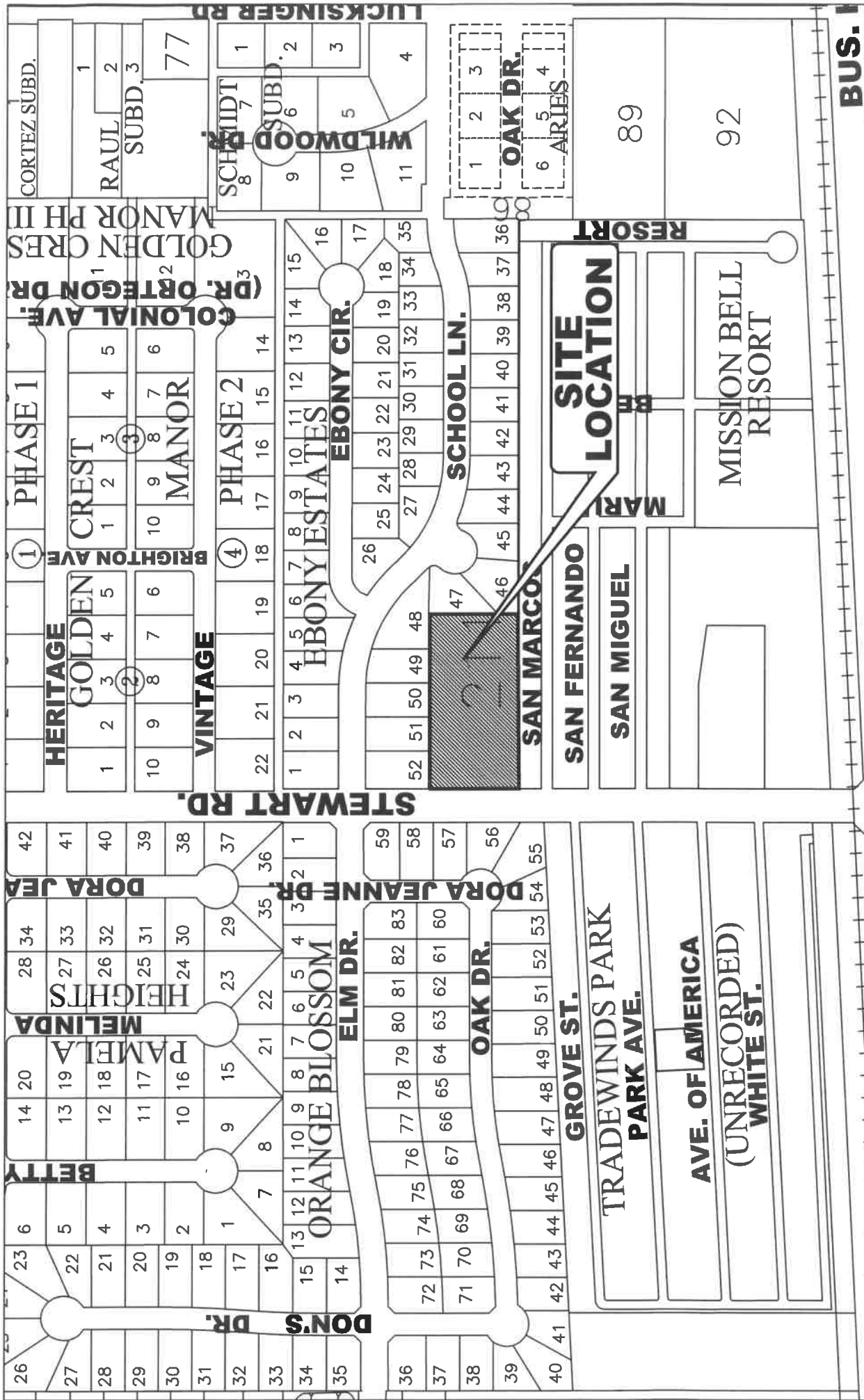
The proposed drainage for this subdivision will consist of 2 detention swales and 1 conveyance swales. Combined, the swales will detain a total of 8,554 cubic feet of rain. These swales will discharge to an existing curb inlet on the northwest corner of the property along N. Stewart Rd. that belongs to the City of Mission. The City Engineer has reviewed and approved the drainage report.

OTHER COMMENTS

Escrow Park fees (23 lots x \$500 = 11,500.00)
 Installation of Street Lighting as per City Standards
 Must Comply with all other format findings

RECOMMENDATION: Staff recommends approval subject to:

1. Payment of Capital Sewer Recovery Fee
2. Payment of Park Fee, and
3. Conveyance of water rights or payment of \$6000.00 per ordinance # 5482

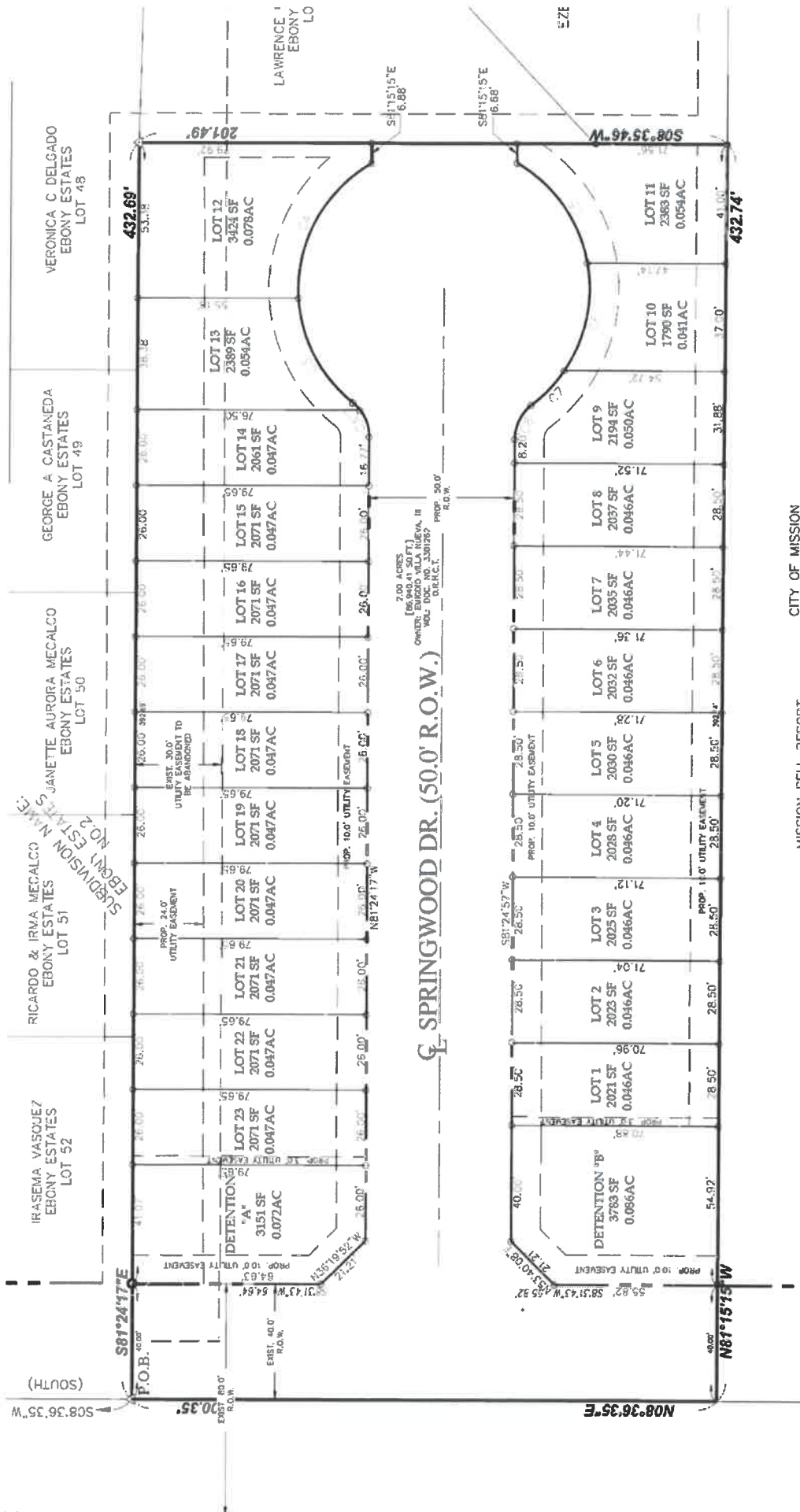


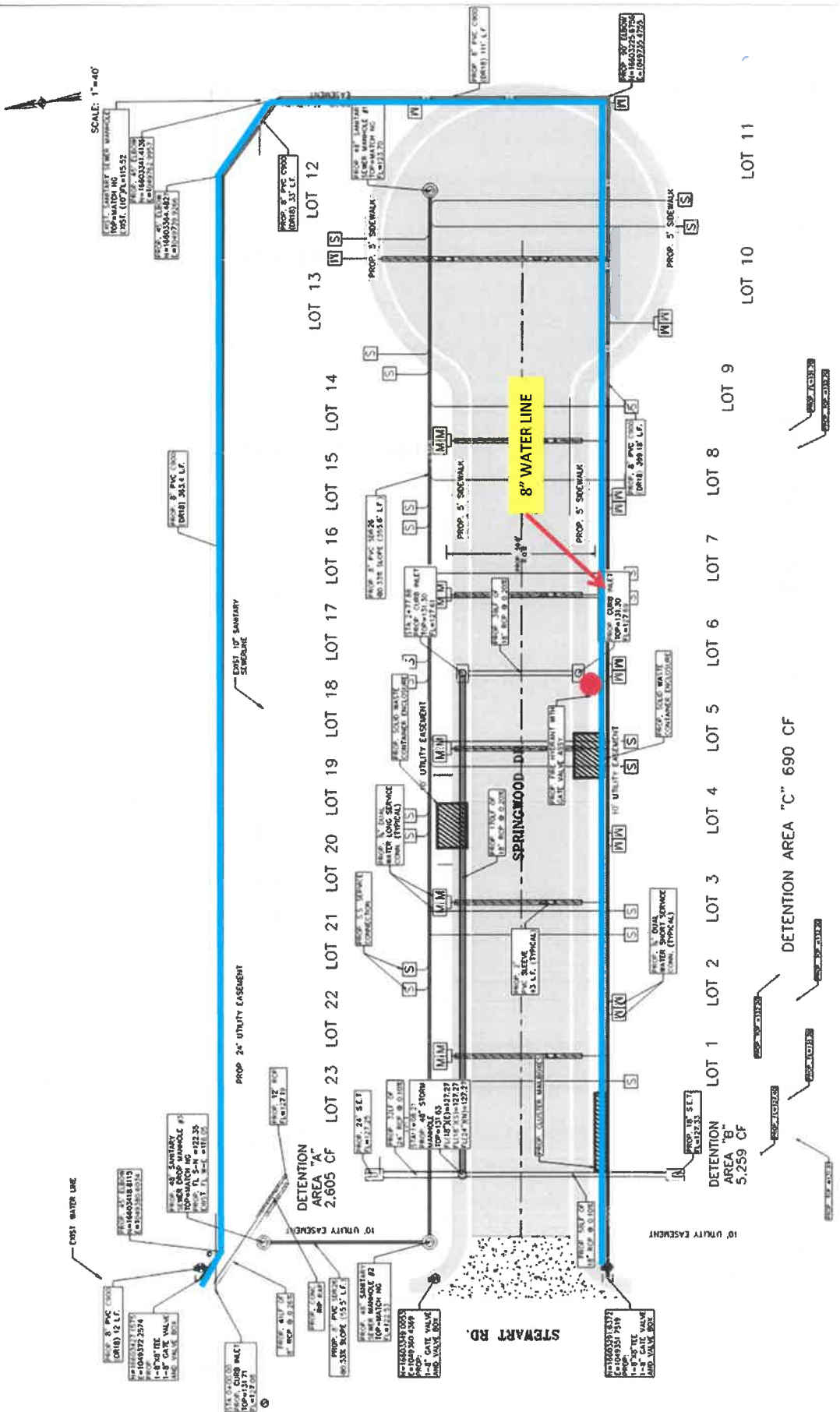
CITY OF MISSION
 HIDALGO COUNTY, TEXAS
 1201 E. 8th Street
 MISSION, TX 78572
 PH: (956) 580-8672
 FAX: (956) 580-8680

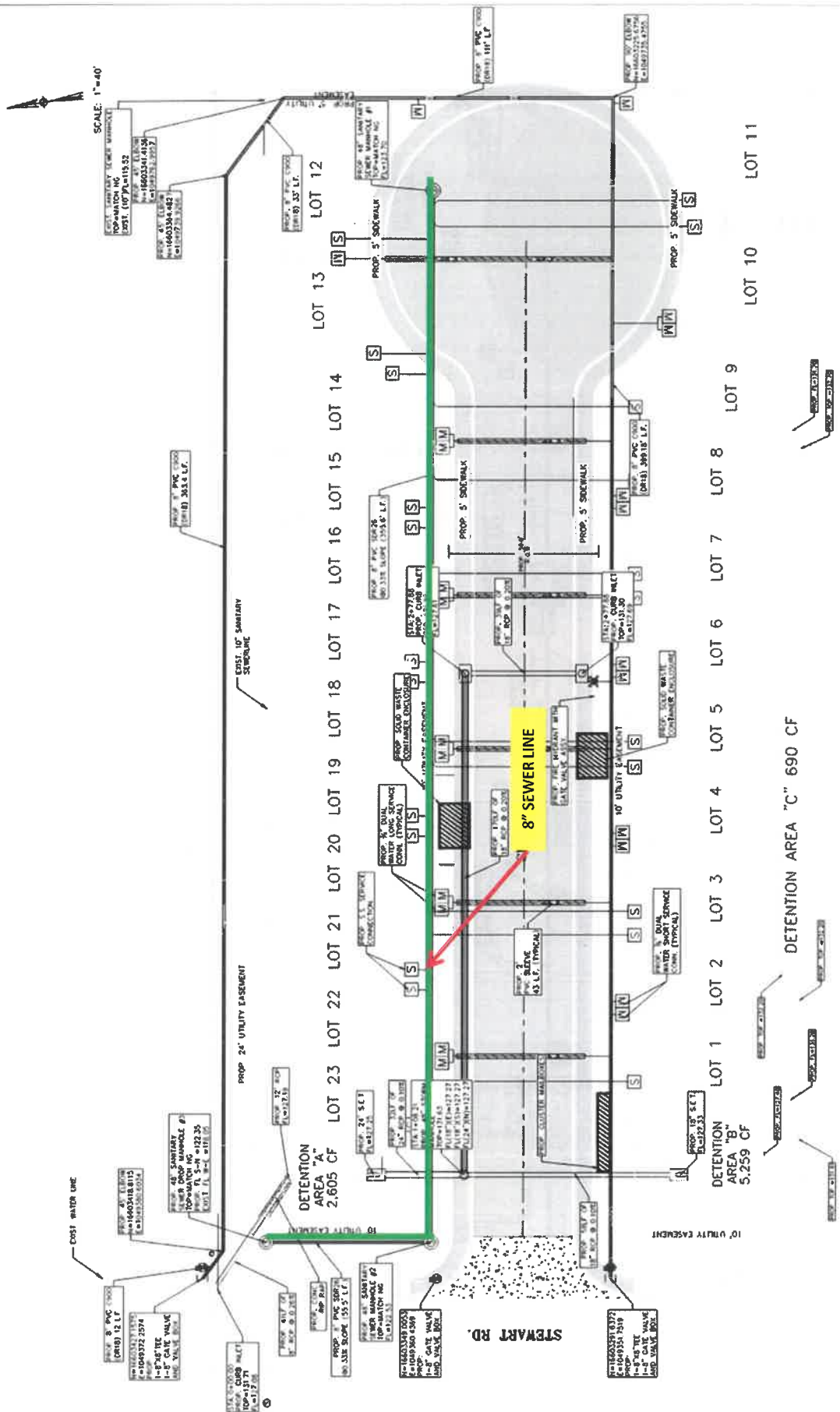
Item 28.

No.











**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 type="checkbox"/> CITY FACILITY	
<input type="checkbox"/> OTHER _____	
<i>Alexis Lozano</i>	<i>4/19/24</i>
H.C.D.D. NO. 1	DATE

3/28/2024

Ricardo Salazar



Street Pharr, Texas 78577 · 956-688-8860



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 13, 2024

PRESENTED BY: Anna Carrillo, City Secretary

AGENDA ITEM: Discussion and action to nominate and appoint a Mayor Pro-Tem in accordance with Section 3.05 of the City Charter - Carrillo

NATURE OF REQUEST:

In accordance with Section 3.05 of the City Charter, the City Council, at its first meeting after election of Councilpersons, shall elect a Mayor Pro-Tem to perform all the duties of the Mayor in the absence and disability of the Mayor.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Election of Mayor Pro Tem

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: May 13, 2024

PRESENTED BY: David Flores, Assistant City Manager

AGENDA ITEM: Approval of Ordinance No. _____ of the City Council of the City of Mission, Texas allowing for the release of information made confidential by Subsection 143.089(g) of the Texas Local Government Code, to the City Manager and the City Attorney of the municipality with the consent of the governing body - Flores

NATURE OF REQUEST:

Subsection 143.089(g) of the Texas Local Government Code designates certain information as confidential, but it also allows for the release of this confidential information under specific conditions. One such condition is with the consent of the governing body of the municipality. This means that if the governing body agrees, the confidential information can be shared with the City Manager and the City Attorney of the municipality.

This provision recognizes that there may be instances where the City Manager and the City Attorney need access to this confidential information in order to fulfill their duties effectively. By allowing the governing body to grant consent, it ensures that the release of confidential information is done in a controlled and authorized manner, with due consideration given to the sensitivity of the information and the responsibilities of those who require access to it.

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 _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS ALLOWING FOR THE RELEASE OF INFORMATION MADE CONFIDENTIAL BY SUBSECTION 143.089(g) OF THE TEXAS LOCAL GOVERNMENT CODE, TO THE CITY MANAGER AND THE CITY ATTORNEY OF THE MUNICIPALITY WITH THE CONSENT OF THE GOVERNING BODY.

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

SECTION I: The chief executive and the governing body of a municipality, who appoint the heads of the police and fire departments -- the custodians of the subsection 143.089(g) file -- have an inherent right, in their official capacities, to examine the records contained in that file. As such, they may designate those individuals who shall have access to the file.

SECTION II: The City of Mission authorizes the release of information made confidential by subsection 143.089(g) of the Texas Local Government Code to the City Manager and the City Attorney.

PASSED AND APPROVED at a regular meeting of the City Council this 13th day of May, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

APPROVED AS TO FORM:

Robert L. Galligan, Interim City Attorney



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 13, 2024

PRESENTED BY: Teclo Garcia, Interim Executive Director

AGENDA ITEM: Approval of Third Amendment to the Interim Administrative Services Agreement with Mission Tax Reinvestment Zone/ Mission Redevelopment Authority and the City of Mission, and respective budget amendment – T. Garcia

NATURE OF REQUEST:

The TIRZ Board of Directors has approved the third amendment to interim administrative services by the City Manager’s Office. The TIRZ will compensate the City of Mission \$9,300 per month during the term of the agreement, increased from the previous amount of \$6,000 per month, for the cost of providing said services and support. Second Amendment is to be effective through September 30, 2024. Amendment was approved by the MRA/TIRZ Board on April 23, 2024.

BUGETED: Yes **FUND:** General Fund **ACCT. #:** 01-300-33282

BUDGET: \$72,000 **EST. COST:** \$ **CURRENT BUDGET BALANCE:** \$36,000

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: MRA/TIRZ #1 Approval

City Manager’s Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

**THIRD AMENDMENT TO THE
INTERIM ADMINISTRATIVE SERVICES AGREEMENT**

THIS THIRD 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 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 Third 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. Tecló J. Garcia, including any other City employees as may be assigned by the City Manager, shall provide all financial and administrative services to the TIRZ as described in Exhibit A, "Interim Administrator's Scope of Services" which is attached and incorporated by reference.

Section 3. The Agreement, Article II, is hereby amended to replace the term "SIX THOUSAND DOLLARS (\$6,000.00)" with the term "NINE THOUSAND THREE HUNDRED DOLLARS (\$9,300)"

Section 3. The Agreement, Article III, is hereby amended to read as follows:

TERM OF CONTRACT

The term of this Agreement shall commence on the effective date and shall terminate on September 30, 2024 unless otherwise extended by written agreement, executed by both parties.

Section 3. As amended and supplemented, hereby, the Agreement is ratified and shall remain in full force and effect. The term "Agreement" shall mean the agreement effective on January 1, 2023, for interim administrative services (including all exhibits and attachments as originally agreed upon) as amended and supplemented by this Third Amendment. In the event of a conflict between this Third Amendment and the Agreement, this Third Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to the Agreement as of the date last written below.

**MISSION REDEVELOPMENT
AUTHORITY/TAX INCREMENT
REINVESTMENT ZONE NUMBER ONE**

**Martin Garza
Chairman**

Date: May 13, 2024

CITY OF MISSION

Mike R. Perez, City Manager
Date: May 13, 2024

EXHIBIT A**INTERIM ADMINISTRATOR'S SCOPE OF SERVICES**

- Manage the oversight of all documents related to development projects;
- Prepare all documents necessary to taxing jurisdictions, public officials, and staff related to any TIRZ project plan;
- Communications liaison on all TIRZ matters to the City of Mission, the Mayor and City Council of the City of Mission;
- Coordinate the preparation of reports required by governing laws and ordinances;
- Coordinate the preparation of engineering design cost estimates for infrastructure improvements by an independent contractor;
- Oversee the implementation of the reinvestment zone financial plan for the City and the TIRZ Board of Directors;
- Facilitate all public hearings on behalf of the TIRZ with the City of Mission, Hidalgo County, and other taxing entities as required by law;
- Facilitate meetings with the general public regarding the TIRZ;
- Recommend policy matters to the TIRZ Board of Directors;
- Assist the TIRZ Board of Directors in drafting project plan and reinvestment zone financing plan amendments for approval by the Board and the Mission City Council;
- Assist the City of Mission and the TIRZ in drafting participation agreements with other taxing entities;
- Assist the TIRZ in the preparation and negotiations of development agreements among the TIRZ, the City of Mission and other entities as appropriate;
- Manage the TIRZ revenue accounts, process all required payments, maintain accounting of the public funds received by the TIRZ;
- Assist with the preparation of required audits of the TIRZ;
- Assist in the preparation of annual budgets required for submission to the City of Mission;
- Assist the City of Mission with the procedural requirements related to other taxing entities in matters related to the project plan and TIRZ financing plan;
- Provide management services for special projects financed with revenues other than tax incremental revenues, including the acquisition of financing for projects through the negotiation of debt facilitates or contract revenue or contract tax increment revenue bonds;
- Any and all other matters as directed by the TIRZ Board of Directors;

- Provide staff support to the TIRZ Board of Directors;
- Prepare meeting agendas and ensure proper notification is made in accordance with state statutes and such other governing documents as may be applicable;
- Prepare Board of Director informational packets for presentations at meetings;
- Prepare board minutes for presentation at meetings;
- Maintain records and files of the TIRZ;
- Receive inquires and respond to property owners, developers, real estate agents, brokers and other interested parties as related to development matters that pertain to the TIRZ;
- Coordinate and assist with developer reimbursement agreements;
- Provide coordination, oversight, and assistance to other consultants retained by the TIRZ;
- Provide management oversight for public infrastructure construction contractors;
- Meet with developers on development, financing and property acquisition matters;
- Provide management oversight for the bond sale process;
- Provide communications and technical support with regard to the production of bond documents;
- Work with zone consultants, underwriters, rating agencies, and bond insurance companies related to the effective pricing and sale of contract revenue bonds;
- Produce economic base data to support the sale of bonds; and
- Identify lenders and negotiate note and loan facilities on behalf of the TIRZ Board of Directors.

CITY OF MISSION BUDGET AMENDMENT REQUEST

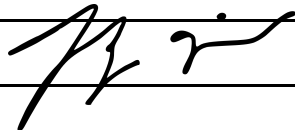
FISCAL YEAR: 2023-2024
 DATE: May 13, 2024
 DEPARTMENT: Capital Projects Fund (9)
 FUND: General Fund

BA-24-07

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE / DECREASE	PROPOSED BUDGET
09-300-33282	MRA Reimbursement	-	(16,000.00)	(16,000.00)
09-417-34420	Engineering & Architectural	-	16,000.00	16,000.00
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
TOTAL		-	-	-

JUSTIFICATION

To recognize \$16,000 in MRA reimbursement revenue from Reimbursement Agreement for ADA Design and Construction Management services and related costs for building located at 1301 E 8th St, Mission, TX 78572.

Finance Director: 

Date: 5/8/2024

City Council Approved on: _____

Date Posted: _____



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 13, 2024
PRESENTED BY: Teclo Garcia, Interim Executive Director
AGENDA ITEM: Approval of Lease Agreement with Mission Redevelopment Authority/TIRZ #1 for the building located at 1301 E. 8th Street. – T. Garcia

NATURE OF REQUEST:

The Mission Redevelopment Authority (MRA)/TIRZ #1 Board recently acquired the building located at 1301 E. 8th Street, Mission, TX 78572. Staff is seeking approval of a Lease Agreement with MRA/TIRZ #1 to lease a portion of the building located at 1301 E. 8th Street, Mission, TX 78572. The City is seeking to utilize the leased space to locate City personnel. The MRA/TIRZ #1 will lease the building to the City of Mission for a total annual lease cost of \$1/year. The base term for this lease will be from the effective date to December 31, 2030, TIRZ #1 "End of Life"/Maturity Date, eligible for an additional co-terminus extension upon the condition of a TIRZ #1 life extension. The City of Mission will be responsible for utilities, minor repairs, and housekeeping expenses, and the MRA/TIRZ #1 will be responsible for any major repair work to include any alterations or improvements that will add additional value to the MRA/TIRZ #1-owned property. The City of Mission will be responsible for the coordination and procurement of such alterations and improvements, but all work will be reimbursable by the MRA/TIRZ #1 and will be accompanied by a Reimbursement Agreement. Any alterations and improvements to be covered by MRA/TIRZ #1 are to include costs related to design and construction management. MRA will be responsible for the insurance costs of the building. The Mission Redevelopment Authority approved the lease agreement on April 23, 2024.

BUDGETED: Yes FUND: General ACCT. #: 01-417-44650
BUDGET: \$ 25,000 EST. COST: \$1 CURRENT BUDGET \$14,170
BALANCE:

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: MRA/TIRZ #1 Approval

City Manager's Recommendation: Approval MRP

RECORD OF VOTE: APPROVED:
DISAPPROVED:
TABLED:

AYES
NAYS
DISSENTING

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

LEASE AGREEMENT

This Lease Agreement (hereinafter referred to as "lease"), effective as of _____, 2024, 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.

WITNESSETH:

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 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 City of Mission is a home-rule municipality; and

WHEREAS, the City of Mission may enter into interlocal agreements with other governmental organizations as set forth in Texas Local Government Code (TLGC); 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 establish a lease with the City to provide needed space for services and activities that may benefit the City of Mission citizens; and

WHEREAS, the Authority desires to lease a portion of the property located at 1301 E. 8th St, Mission, TX 78572 to the City; and

WHEREAS, the City wishes to house administrative and/or public-facing operations of the City of Mission by leasing such property.

NOW THEREFORE, the City has agreed to take and hereby does take from the Authority the said property (as defined herein) subject to the following covenants and conditions:

1. **PROPERTY**

The property to be leased, with the exception of one office space which will be designated to the Authority, is located at 1301 E. 8th St, Mission, Texas 78572, as designated in Exhibit A. Although not explicitly excepted from this Lease, a conference room will be made available for use by the Authority along with other City personnel.

2. **TERM**

- a. This lease shall be and become effective on _____, **2024**.
- b. *Early Termination.* The initial term of this lease shall begin on the above effective date until the expiration of TIRZ on December 31, 2030. Should the expiration date of the TIRZ be extended by action of the City, the term of this lease shall be extended accordingly such that this lease is co-terminus with the term of the TIRZ. Upon expiration of this lease, no renewal option is provided. This lease may be terminated upon (90) ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Authority nor City shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.

3. **RENT**

During the initial term and any additional term of this lease, City shall pay to the Authority as rent an annual rental of One Dollar (\$1.00). Such rental payment for the first year of this initial term shall be due and payable on the date this lease becomes effective as provided above. The rental payment for each subsequent year of the initial term or of any optional term shall be due and payable on the anniversary date of the date this lease became effective. All rental payments shall be payable to the "Mission Redevelopment Authority", 801 N. Bryan Rd, Mission, Texas 78572.

4. **USE OF PREMISES**

- a. The leased premises shall be used by City solely for governmental purposes including both administrative operations and services or other activities that may benefit the citizens of the City of Mission.
- b. The leased premises may not be used for non-profit organizations or other non-governmental organizations (NGOs), whether or not they provide services or other activities that may benefit the citizens of the City of Mission.
- c. City further agrees to provide the Authority during the term of this lease, and during any and all of its subsequent extensions, documentary evidence of the public benefit of its services or other activities to the citizens of Mission.
- d. Any other activities conducted by City on or about the leased premises and not specified in this lease shall require prior written approval in the form of a contractual amendment to be approved by the Authority.
- e. City shall fully comply with all of the ordinances of the City of Mission applicable to the buildings and improvements on the leased premises, and in connection therewith promptly fulfill all orders and requirements applicable to City's occupation

of and operation upon the leased premises as imposed by the Code Enforcement, Health, Police and other departments for the correction, prevention and abatement of nuisances or hazards which may exist by reason of the condition of the building or improvements on the leased premises. City further covenants that it will comply with all state and federal laws and regulations in its use and occupation of the leased premises.

- f. City shall not assign or sublease the Premises without the prior written consent of the Authority.

5. **UTILITIES AND BUILDING SERVICES**

The City shall be responsible for all utilities and services in connection with the Leased Premises.

6. **INSURANCE**

The City shall maintain general liability insurance over the leased premises and shall be responsible for the contents of the leased premises (e.g. furniture, computers, etc.) and should procure insurance for such contents as City desires. The Authority shall possess property insurance coverage for the property being leased.

7. **DESTRUCTION OF LEASED PREMISES**

In the event that the leased premises are damaged to the extent that a substantial part of the building(s) or improvements are rendered unfit for occupancy, and such damage is not a result of City's negligence, either the Authority or City may elect to terminate the lease. The Authority shall have no obligation or duty to repair, rebuild or reconstruct the leased premises should such damage occur. However, in the event the Authority elects in its sole discretion to reconstruct the leased premises, the parties may mutually agree to continue the lease in full force and effect for the remainder of the term thereof.

8. **INSPECTION AND REPAIRS**

- a. City agrees, at its own expense, to maintain the leased premises in a sanitary, safe and clean condition during the term of this lease and any extension thereof. City shall be solely responsible for, and shall provide at its own expense, all maintenance items required for safe operation of the leased premises, and maintain in good operating condition and repair the leased premises. The Authority shall only be responsible for capital improvements required to extend the useful life of the premises.
- b. Alterations and Improvements. No alterations, additions or improvements shall be made, without the written consent of the Authority. Any additions and improvements shall be subject to approval by the Board of Directors of the Authority. The cost of alterations and improvements shall also include any design work required for such alteration and improvement, which shall also be subject to approval by the Board of Directors of the Authority. Unless otherwise provided herein, all such alterations, additions or improvements when made, installed in or attached to the said premises, shall belong to and become the property of the Authority and shall be surrendered

with the premises and as part thereof upon the expiration or sooner termination of this Lease, without hindrance, molestation or injury.

9. EMPLOYEES

- a. No relationship of employer and employee is created by this agreement. Neither City, nor any of its employees, contractors, agents or volunteers, shall be an employee of the Authority for any purpose whatsoever, and vice versa.

10. NOTICE

Any notice provided for herein shall be given by written instrument, personally delivered or sent by U.S. mail, postage prepaid, to:

AUTHORITY: Executive Director
 Mission Redevelopment Authority
 801 N. Bryan Rd
 Mission, Texas 78572

CITY: City Manager
 City of Mission
 1201 E. 8th St
 Mission, Texas 78572

MISCELLANEOUS

- a. This lease embodies the complete agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.
- b. This lease agreement is entered into subject to the charter and ordinances of the City of Mission as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable federal, state and local laws.
- c. City also agrees to obtain, from all governmental authorities having jurisdiction, all licenses, certificates and permits necessary for the conduct of its operations and to keep them current.

11. SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this lease agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this lease agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

IN WITNESS HEREOF, the undersigned hereto execute this agreement as of the day and year first written above.

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



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 13, 2024
PRESENTED BY: Teclo Garcia, Interim Executive Director
AGENDA ITEM: Authorization to execute a Reimbursement Agreement between the City of Mission and Mission Redevelopment Authority for the design and construction management of American Disabilities Act compliance, and other improvements related to the building located at 1301 E. 8th Street, and approval of respective budget amendment. - T. Garcia

NATURE OF REQUEST:

The public improvements consist of the design and construction management of an elevator and necessary American with Disabilities Act (ADA) standard improvements at the property leased to the City by the Authority located at 1301 E. 8th Street. The project cost shall be the actual design costs of the Public Improvements that are eligible for financing by the Authority, in an amount not to exceed \$16,000.00. The Reimbursement Agreement was approved by the MRA on April 23, 2024. A budget amendment is required to recognize revenue from the TIRZ reimbursement agreement and the cost of design and architectural services.

Table with budget and cost information for two projects. Project 1: Budgeted N/A, Fund: Capital Projects Fund, ACCT. #: 09-300-33282, Budget: \$16,000, Est. Cost: \$16,000, Current Budget Balance: \$16,000. Project 2: Budgeted N/A, Fund: Capital Projects Fund, ACCT. #: 09-417-34420, Budget: \$16,000, Est. Cost: \$16,000, Current Budget Balance: \$16,000.

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: MRA/TIRZ #1 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 _____, 2024, 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 carry out and fund the design and construction management of an elevator and necessary American with Disabilities Act (ADA) standard improvements at the property leased to the City by the Authority, located at 1301 E. 8th St, Mission, TX 78572, within the TIRZ, more particularly described in this Agreement, for the benefit of the TIRZ; 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 design and construction management of an elevator and necessary American with Disabilities Act (ADA) standard improvements at the property leased to the City by the Authority, located at 1301 E. 8th St, Mission, TX 78572, more particularly described in Exhibit A (the "Public Improvements"). The Parties acknowledge that the Public Improvements will be financed and designed consistent with the terms of this Agreement.

3.2 Project Costs. The Project Costs eligible under this Agreement shall be the City's actual design costs of the Public Improvements that are eligible for financing by the Authority under the Project and Financing Plan, not to exceed \$16,000.00, and shall not include interest.

ARTICLE 4
DUTIES AND RESPONSIBILITIES OF THE CITY

4.1 Design Engineering. The City shall cause the design of the Public Improvements, 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 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 **\$16,000.00**. 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 _____, 2024.

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



PLANNING
ARCHITECTURE
VISUALIZATION
CONSTRUCTION
+ MANAGEMENT

PROPOSAL

DATE:	03/26/24
ATTN:	Mr. JP Terrazas
PROJECT:	New Elevator at 2-story Building (next to City Hall and CEED Bldg) Mission, TX

CG5 Architect LLC is pleased to offer the following Professional Services for this project:

A.	Architectural/Engineering Consulting	8.00% of Total Construction Cost
	<ol style="list-style-type: none"> 1. Project Control and Design <ol style="list-style-type: none"> a. Code Compliance review and certification b. Development of Bidding / Procurement Documents c. Space Planning and layout d. Building Envelope consulting (at elevator only) e. Life Safety plan f. Assist during Construction Phase – Contractor/Sub-Contractor questions and answer 2. Electrical Engineering for elevator operation and tie into existing power/electrical/lighting 3. Structural Engineering for elevator foundation (pit if required) and shaft enclosure 4. Mechanical Engineering, as required, exhaust and ventilation for elevator shaft 5. Com-Check, if required 	Estimated Construction Cost Approx. \$200,000.00 Estimated A/E Fee: Approx. \$16,000.00 (based on fee percentage above)
B.	Additional Services (if required or requested – not included in above)	Fee as Requested or Required
	<ol style="list-style-type: none"> 1. Civil Engineering, if required or recommended 2. Site Utilities Survey, Topographic Survey, Boundary Survey 3. Wind-Storm Report and Certification 4. Material/Soils Testing (existing conditions) 	<ol style="list-style-type: none"> 5. Construction Materials Testing and Certification for foundation or structural framing 6. TDLR Registration, Plan Review, and Field Visit 7. Building Envelope Consulting for entire building
C.	Scope of Work:	
	CG5 Architect understands the following as the proposed Scope of Work: Provide a hydraulic passenger elevator (2-stop) for an existing two-story building. Our recommendation includes providing an exterior addition to the eastside of the building centered north and south, or an exterior addition to the northside of the building. The exterior additions would entail a new exterior cmu wall enclosure with new foundation and adjacent equipment room with access to the interior of the building through the exterior wall(s). Power and Electrical would tie into the existing power to the building. Power may need to be upgraded for the elevator (to be confirmed by engineer.) Building Envelope design and consulting (roof and wall penetrations).	

Please review and let us know how to proceed. Please contact me with any questions or to discuss. Thank you for the opportunity!

Jose Carlos "Charlie" Garcia III, RA, AIA Texas Architect No.: 22658 charlie@cg5architect.com (956) 239-2438	Date _____	Owner _____ Date _____
---	------------	---------------------------

CG5 Architect LLC Texas Architectural Firm: TBAE No.: BR4247	www.cg5architect.com 801 Bryan Rd, Mission, TX	956.239.2438 956.638.0107
--	---	------------------------------

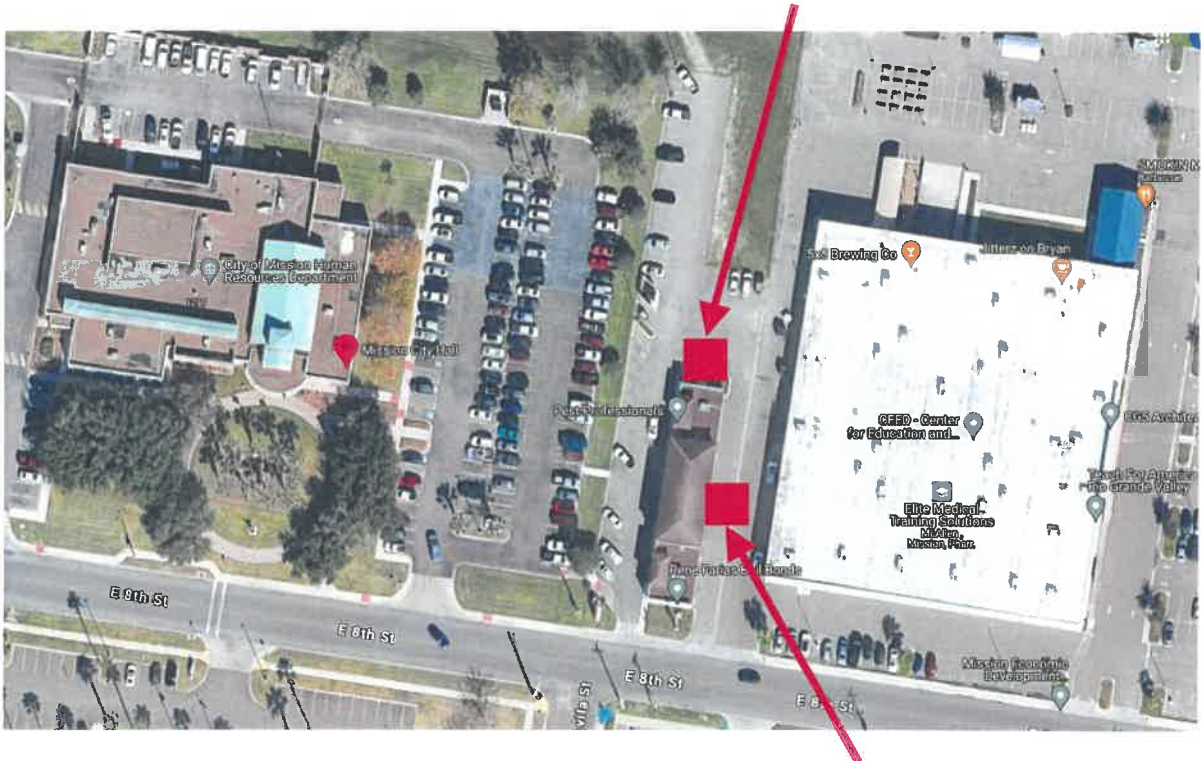


PROPOSED NEW ELEVATOR AT 2-STORY BUILDING



MARCH 26, 2024

**OPTION 2:
NORTH SIDE BUILDING**



**OPTION 1:
EAST SIDE
CENTERED ON
BUILDING**

SK-1

CITY OF MISSION BUDGET AMENDMENT REQUEST

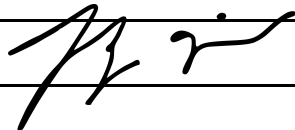
FISCAL YEAR: 2023-2024
 DATE: May 13, 2024
 DEPARTMENT: Capital Projects Fund (9)
 FUND: General Fund

BA-24-07

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE / DECREASE	PROPOSED BUDGET
09-300-33282	MRA Reimbursement	-	(16,000.00)	(16,000.00)
09-417-34420	Engineering & Architectural	-	16,000.00	16,000.00
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
TOTAL		-	-	-

JUSTIFICATION

To recognize \$16,000 in MRA reimbursement revenue from Reimbursement Agreement for ADA Design and Construction Management services and related costs for building located at 1301 E 8th St, Mission, TX 78572.

Finance Director: 

Date: 5/8/2024

City Council Approved on: _____

Date Posted: _____



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 13, 2024
PRESENTED BY: Teclo Garcia, Interim Executive Director
AGENDA ITEM: Authorization to engage CG5 LLC Architects for project design development services and construction management/ADA structure assessment services for the newly acquired Mission Redevelopment Authority/TIRZ #1, building located at 1301 E. 8th Street, in accordance with the approved Reimbursement Agreement – T. Garcia

NATURE OF REQUEST:

The Mission Redevelopment Authority/TIRZ #1 Board recently acquired the building located at 1301 E. 8th Street, Mission, TX 78572. Staff is seeking authorization to execute a contract with CG5 LLC for project design development services and construction management for the building at 1301 E. 8th Street, Mission, TX 78572 in accordance with the Texas Professional Services Procurement Act (Texas Government Code Sec. 2254.001) The Reimbursement Agreement was approved by the MRA on April 23, 2024. The city is seeking to assess the structure and determine the feasibility of installing an elevator and other accessibility requirements in order to meet the American with Disabilities Act (ADA) standards. In addition to engaging CG5 LLC, staff will also adhere to the city's procurement process for the related work. The MRA/TIRZ #1 will reimburse the City of Mission for costs associated with the engagement and construction of the ADA requirements via the Reimbursement Agreement. After negotiations with CG5 LLC, in accordance with Texas Government Code Sec. 2254.004 (a) (2) "Contract for Professional Services of Architect, Engineer, or Surveyor," a fair and reasonable fixed percentage rate of 8% of the Total Construction Cost (estimated at \$200,000) was agreed upon. Attached you will find the proposed agreement.

BUDGETED: No FUND: Capital Projects ACCT. #: 09-417-34420
BUDGET: \$ EST. COST: \$16,000 CURRENT BUDGET BALANCE: \$ N/A

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: MRA/TIRZ #1 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 _____, 2024, 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 carry out and fund the design and construction management of an elevator and necessary American with Disabilities Act (ADA) standard improvements at the property leased to the City by the Authority, located at 1301 E. 8th St, Mission, TX 78572, within the TIRZ, more particularly described in this Agreement, for the benefit of the TIRZ; 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 design and construction management of an elevator and necessary American with Disabilities Act (ADA) standard improvements at the property leased to the City by the Authority, located at 1301 E. 8th St, Mission, TX 78572, more particularly described in Exhibit A (the "Public Improvements"). The Parties acknowledge that the Public Improvements will be financed and designed consistent with the terms of this Agreement.

3.2 Project Costs. The Project Costs eligible under this Agreement shall be the City's actual design costs of the Public Improvements that are eligible for financing by the Authority under the Project and Financing Plan, not to exceed \$16,000.00, and shall not include interest.

ARTICLE 4
DUTIES AND RESPONSIBILITIES OF THE CITY

4.1 Design Engineering. The City shall cause the design of the Public Improvements, 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 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 **\$16,000.00**. 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 _____, 2024.

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



PLANNING
ARCHITECTURE
VISUALIZATION
CONSTRUCTION
+ MANAGEMENT

PROPOSAL

DATE:	03/26/24
ATTN:	Mr. JP Terrazas
PROJECT:	New Elevator at 2-story Building (next to City Hall and CEED Bldg) Mission, TX

CG5 Architect LLC is pleased to offer the following Professional Services for this project:

A.	Architectural/Engineering Consulting	8.00% of Total Construction Cost
	<ol style="list-style-type: none"> 1. Project Control and Design <ol style="list-style-type: none"> a. Code Compliance review and certification b. Development of Bidding / Procurement Documents c. Space Planning and layout d. Building Envelope consulting (at elevator only) e. Life Safety plan f. Assist during Construction Phase – Contractor/Sub-Contractor questions and answer 2. Electrical Engineering for elevator operation and tie into existing power/electrical/lighting 3. Structural Engineering for elevator foundation (pit if required) and shaft enclosure 4. Mechanical Engineering, as required, exhaust and ventilation for elevator shaft 5. Com-Check, if required 	Estimated Construction Cost Approx. \$200,000.00 Estimated A/E Fee: Approx. \$16,000.00 (based on fee percentage above)
B.	Additional Services (if required or requested – not included in above)	Fee as Requested or Required
	<ol style="list-style-type: none"> 1. Civil Engineering, if required or recommended 2. Site Utilities Survey, Topographic Survey, Boundary Survey 3. Wind-Storm Report and Certification 4. Material/Soils Testing (existing conditions) 	<ol style="list-style-type: none"> 5. Construction Materials Testing and Certification for foundation or structural framing 6. TDLR Registration, Plan Review, and Field Visit 7. Building Envelope Consulting for entire building
C.	Scope of Work:	
	CG5 Architect understands the following as the proposed Scope of Work: Provide a hydraulic passenger elevator (2-stop) for an existing two-story building. Our recommendation includes providing an exterior addition to the eastside of the building centered north and south, or an exterior addition to the northside of the building. The exterior additions would entail a new exterior cmu wall enclosure with new foundation and adjacent equipment room with access to the interior of the building through the exterior wall(s). Power and Electrical would tie into the existing power to the building. Power may need to be upgraded for the elevator (to be confirmed by engineer.) Building Envelope design and consulting (roof and wall penetrations).	

Please review and let us know how to proceed. Please contact me with any questions or to discuss. Thank you for the opportunity!

Jose Carlos "Charlie" Garcia III, RA, AIA Date
 Texas Architect No.: 22658
 charlie@cg5architect.com
 (956) 239-2438

Owner

Date

CG5 Architect LLC
 Texas Architectural Firm: TBAE No.: BR4247

www.cg5architect.com
 801 Bryan Rd, Mission, TX

956.239.2438
 956.638.0107

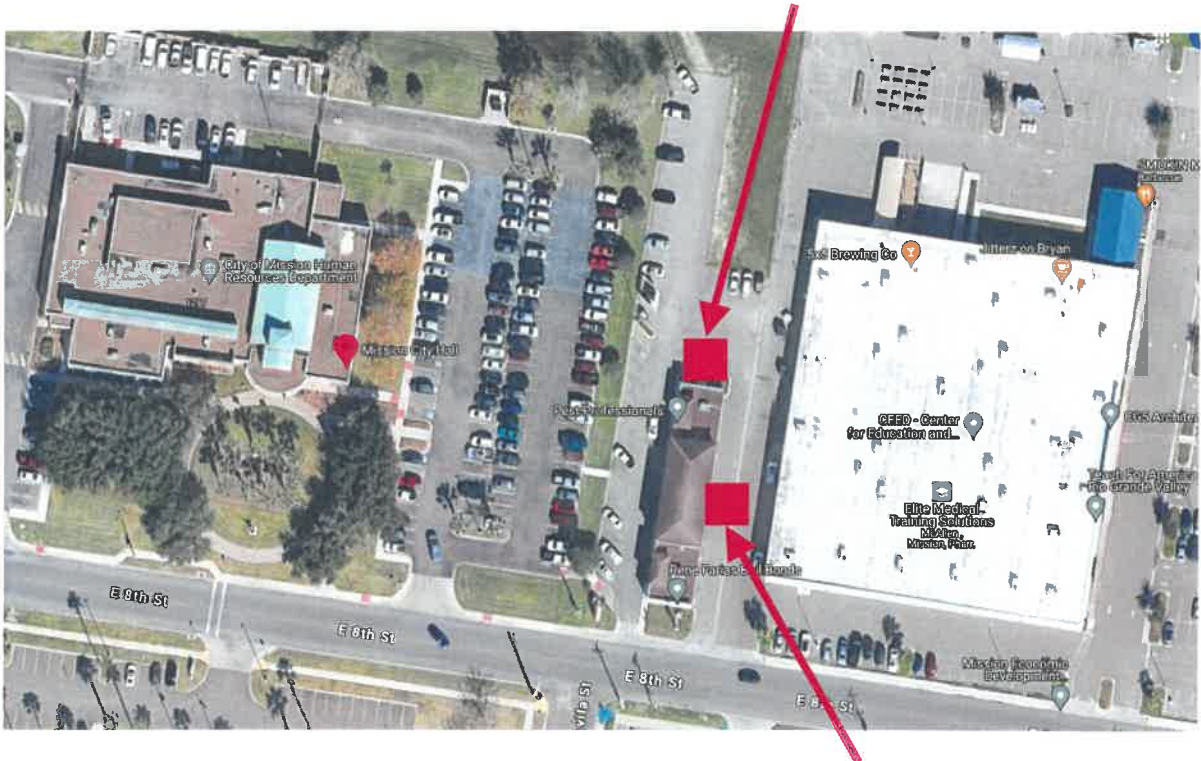


PROPOSED NEW ELEVATOR AT 2-STORY BUILDING



MARCH 26, 2024

**OPTION 2:
NORTH SIDE BUILDING**



**OPTION 1:
EAST SIDE
CENTERED ON
BUILDING**

SK-1



HOURLY WAGES

Date: January 1, 2024

Pages: 1

CG5 Architect LLC is pleased to present the following schedule of hourly wages for work requested outside of Basic Architectural Services as noted per the B101-2107 Agreement Between Owner and Architect:

	Hourly Rate	
1. Architect of Record	\$250.00	Per Hour
2. Senior Project Manager (non-architect)	\$200.00	Per Hour
3. Technical Drafter	\$175.00	Per Hour
4. Office Manager	\$150.00	Per Hour

956.239.2438
956.638.0107

CG5 Architect LLC
1314 E 22nd St, TX 78572

www.cg5architect.com
charlie@cg5architect.com



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 13, 2024

PRESENTED BY: Abel Bocanegra, P.E., City Engineer

AGENDA ITEM: Authorization to approve Change Order #7 for Taylor Rd Phase 1 for the City of Mission - Bocanegra

NATURE OF REQUEST:

The City of Mission is seeking authorization to approve Change Order #7 of the Taylor Rd Phase 1. **CO#7** Due to existing lines and structures in conflict as well as the feasibility of proposed work, contractor was not able to install a proposed manhole on the storm drain line within an existing easement towards the proposed outfall as per original plans and specifications. CO #7 calls for the construction of a CIP 10'X10' junction box on the proposed storm drain line at STA 2+00 on the contract. Contract price will increase by \$45,325.20 and an additional 14 days. City Staff is recommending Change Order for the total contract amount of \$6,059,449.71 and 301 working days with all approved Change Orders.

BUGETED: Yes **FUND:** Taylor Road Project **ACCT. #:** 09-413-74910

BUDGET: \$ _____ **EST. COST:** \$45,325.20 **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 _____

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 07

- 1. CONTRACTOR: Texas Cordia Construction, LLC
- 2. Change Order Work Limits: Sta. 2+00 to Sta. 2+00
- 3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
- 4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

Due to the existing easement and lines in conflict with proposed work, contractor was not able to install proposed MH-A5 on the storm drain line as per originals plans and specifications. After a field meeting with the EOR, it was discussed that MH-A5 would be moved a few feet to the West to clear existing conflicts. (See full description on 3rd sheet)

CCSJ:	<u>0921-02-327</u>
Project:	<u>Taylor Rd Phase 1</u>
Highway:	<u>Taylor Rd</u>
County:	<u>Hidalgo</u>
District:	<u>21 - Pharr</u>
Contract Number:	<u>22-472-09-12</u>

- 5. New or revised plan sheet(s) are attached and numbered: 156

Each signatory hereby warrants that each has the authority to execute this Change Order.

<p>By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.</p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>3</u> Days added on this C.O.: <u>14</u></p> <p>Amt. added by this change order: <u>\$45,325.20</u></p>
	<p>For TxDOT use only:</p> <p>Days participating: _____</p> <p>Amount participating: _____</p> <p>Signature _____ Date _____</p> <p>Name/Title _____</p>
<p>THE CONTRACTOR: _____ Date <u>04/17/2024</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>Yara M. Corbitt, PE</u></p> <p>Typed/Printed Title <u>CEO</u></p>	

RECOMMENDED FOR EXECUTION:

<p>_____ Name/Title</p> <p>_____ Date</p>	<p><u>Abelardo Bocanegra/City Engineer</u> <u>05/01/2024</u> Name/Title Date</p> <p><input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL</p>
<p>_____ Name/Title</p> <p>_____ Date</p>	<p>_____ Name/Title</p> <p>_____ Date</p> <p><input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL</p>
<p>_____ Name/Title</p> <p>_____ Date</p>	<p>_____ Name/Title</p> <p>_____ Date</p> <p><input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL</p>
<p>_____ Name/Title</p> <p>_____ Date</p> <p>Engineer's Seal:</p>	<p>_____ Name/Title</p> <p>_____ Date</p> <p><input type="checkbox"/> APPROVED</p>

Change Order #7

Taylor Road Project – City of McAllen

TO: Texas Cordia Construction, LLC
 3149-A Center Pointe Drive
 Edinburg, TX, 78539

From Owner: City of Mission

And: SAM-CS

Project: Taylor Road

Contract: 22-472-09-12

CSJ: 0921-02-327

Limits: From I-5 (US 83) To BUS 83

Change Order #7 – in the amount of **\$45,325.20** has been reviewed and approved by City of Mission to make the following contract changes.

Purpose:

Change Order #7 will introduce a new line item for the construction of a CIP inlet 10'x10' on the proposed storm drain line at STA 2+00 on the contract.

City of Mission has reviewed Change Order #7 and approves the changes provided herein.

Description:

Due to the existing easement and lines in conflict with proposed work, contractor was not able to install proposed MH-A5 on the storm drain line as per original plans and specifications. After a field meeting with the EOR, it was discussed that MH-A5 would be moved a few feet to the West to clear existing conflicts. Proposed original plans showed the new line outfall located North of existing line outfall, but due to an existing dumpster pad and car garages from a subdivision located above the existing line, work was not feasible. After analyzing the problem, contractor proposed to install a new Cast in Place Junction Box 10'x10' instead of the MH-A5 to prevent the removal of dumpster pad, removal of car garages and removal of existing RCP line. This junction box will be connected to the new storm drain line and the existing line. This Change Order will increase contract days and introduce this new line item to properly compensate contractor for the installation of this junction box and any cost incurred for the installation of it.

This Change Order is within the scope of the original environmental assessments and reviews.

This Change Order is within the scope of the original environmental assessments and reviews.

ADDITIONAL TIME: 14 Days

Modified Sheet No. included: 156

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price <u>\$6,212,300.31</u>	Original Contract Time <u>215 Working Days</u>
Previous Change Orders <u>-\$198,175.80</u>	Previous Change Orders <u>72 Working Days</u>

Contract Price prior to this Change Order <u>\$6,014,124.51</u>	Contract Time prior to this Change Order <u>287 Working Days</u>
Net increase/decrease of the Change Order <u>\$45,325.20</u>	Net increase/decrease of the Change Order <u>14 Working Days</u>
Contract Price with all approved Change Orders <u>\$6,059,449.71</u>	Contract Time with all approved Change Orders <u>301 Working Days</u>

Revised Sheets



**Lower Rio Grande Valley Development Council
Inter-Local Contract
CONTRACT SIGNATURE PAGE**

Contract Name:	REGIONAL SOLID WASTE GRANTS PROGRAM	
Contract Number:	24-21-01	
Performing Party:	City of Mission	
Maximum LRGVDC Obligation: \$ 30,000.00	Effective Date: May 1, 2024	Expiration Date: May 31, 2025

The Lower Rio Grande Valley Development Council (LRGVDC), and the named Performing Party, a governmental body, agency, or political subdivision of: The United States, the State of Texas, or another State, enter this Agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas.

The Parties agree as follows: (a) to be effective, the Contract must be signed by an authorized official of the LRGVDC and the Performing Party; (b) this Contract consists of all documents specified in the list of Contract Documents following this page; and (c) as authorized by LRGVDC, Performing Party will conduct Contract Activities as part of its own authorized governmental functions and LRGVDC will reimburse Allowable Cost subject to the Texas Grant Management Standards (TxGMS) and this Contract.

Parties to the Contract:	Lower Rio Grande Valley Development Council (LRGVDC)	City of Mission
By (Authorized Signature):		
Printed Name:	Manuel Cruz	Norie Gonzalez Garza
Title:	Executive Director	Mayor
Date of Signature:		
Contract Manager Name:	Melisa Gonzales-Rosas	Roel Mendiola
Contact Numbers:	(956) 682-3841	(956) 580-8685
Finance Representative:	Crystal Balboa	Angie Vela

Contract Name: City of Mission

LRGVDC Contract Number: 24-21-01

Intergovernmental Cooperative Agreement
CONTRACT DOCUMENTS

The entire Contract between LRGVDC and Performing Party is composed of the Contract Documents listed on this page and marked by an "X." A listed document includes all amendments. The terms "Contract" and "Grant Agreement" include all the Contract Documents. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All contract provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules, and regulations.

X	Contract Signature Page
X	Contract Activities
X	Contract Reporting
X	Special Terms & Conditions
X	General Terms and Conditions
X	Project Representatives and Records Location
X	Attachment A – Performing Party Budget
X	Attachment B – Work Program & Tasks
X	Attachment C – Schedule of Major Deliverables

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
Inter-Governmental Cooperative Agreement

CONTRACT ACTIVITIES

1. INTRODUCTION

The purpose of this Agreement is to define the scope of services for implementation of the Regional Solid Waste Management Plan (RSWMP) goals and objectives. It is understood the obligations identified within this document apply to each pass-through recipient as well as the PERFORMING PARTY.

2. DESCRIPTION OF ACTIVITIES

The PERFORMING PARTY agrees to follow Regional Solid Waste Grants Program Administrative Procedures identified in this Agreement and in the Work Program & Tasks, Attachment B, in performance of the deliverables identified within this Agreement.

I. QUALIFYING CONDITIONS

- 3. Eligibility.** Only those local and regional political subdivisions located within the State of Texas as set forth in this Article are eligible to receive funding from the PERFORMING PARTY for an implementation project. Federal entities are not eligible to receive funds under this Agreement. Eligible entities include the following:

- 3-1.** Cities.
- 3-2.** Counties.
- 3-3.** Public schools and school districts (do not include Universities or post secondary educational institutions).
- 3-4.** Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities.
- 3-5.** Regional Planning Commissions, Regional Councils of Governments, Regional Area Councils, Regional Development Councils, or Regional Associations of Governments.

II. SPECIFICATIONS AND STANDARDS FOR PERFORMANCE

- 4. Contract Amendments:** This document may be changed by amendment as provided for in the General Terms and Conditions. PERFORMING PARTY must submit a formal budget amendment for budget changes that result in greater than 10% (ten percent) of the PERFORMING PARTY's fiscal year (FY) budget. PERFORMING PARTY has prior authorization to conduct budget category changes for less than 10% (ten percent) of the PERFORMING PARTY's FY budget. All budget category changes and/or amendments must be reflected in Request for Reimbursement Reports. PERFORMING PARTY shall ensure Budget forms (Attachment A) reflect all changes and amendments.
- 5. Contract Documents:** The working documents, presented in order of preference, are:
- 5.1.** This LRGVDC Grant Agreement.
 - 5.2.** Performing Party's Budget Form (Attachment A).
 - 5.3.** Work Program & Tasks - (Attachment B).
 - 5.4.** Schedule of Major Deliverables (Attachment C).

III. CONTRACT FUNDING

- 6. Budget Category Expense Standards and Adjustments.** The budget for this Agreement shall be derived from the PERFORMING PARTY's Application documents (Attachment B). Following review and approval by the LRGVDC, the budget and the completed Application forms submitted by the PERFORMING PARTY, and all approved amendments, shall be incorporated into this Agreement as updates to Attachment A. Budget amendments are necessary when budget category adjustments exceed 10% (ten percent) of the FY total budget, adjustments less than 10% (ten percent) shall be reported on Requests for Reimbursement. All negative budget categories should be adjusted prior to submitting the Request.
- 6-1.** The PERFORMING PARTY shall not incur expenses in excess of the budget category amounts shown in each fiscal year's budget column.
 - 6-2.** Amendments to the budget contained in Attachment A shall consist of a signed letter of request submitted by a PERFORMING PARTY representative with signatory authority, addressed to the LRGVDC Project Representative, with copy of an amended Budget Form and supporting reason(s) for the request.

- 7. Budget Category Expense Records and Documentation.** The PERFORMING PARTY shall maintain expenditure documentation to show the work was performed and that the expense was, in fact, incurred. Expense documentation should support reasonable expenditure necessary to this Agreement. Expense record documentation shall be conducted per the TxGMS. Budget category expenses not addressed in the following will be administered per the General Terms and Conditions of this Agreement.
- 7-1. Supplies.** Expenses included under the Supplies expense category of the budget set forth in Attachment A, shall be for non-construction related costs for goods and materials having a unit acquisition cost of less than \$1,000, excluding shipping, handling, freight, tax, etc. Such expenditures shall generally relate to the routine purchase of office supplies (paper, pencils, and staplers) or other goods which are consumed by the PERFORMING PARTY in a relatively short period of time, in the regular performance of the general activities funded under this Agreement.
- 7-1-1.** Supplies expenditure documentation to be maintained by the PERFORMING PARTY includes receipts or purchase orders (if issued) or invoices marked paid, and canceled checks.
- 7-2. Equipment.** Expenses included under the Equipment expense category of the budget set forth in Attachment A, shall be for non-construction related, tangible, personal property having a unit acquisition cost of \$5,000, or more with an estimated useful life of over one year.
- 7-2-1.** PERFORMING PARTY must seek LRGVDC prior approval for purchase of additional equipment, and such equipment must be placed on the Authorized Equipment Expense list in Attachment A.
- 7-2-2.** Equipment expenditure documentation to be maintained by the PERFORMING PARTY includes receipts, purchase orders (if issued) or invoices marked paid and canceled checks.
- 7-3. Contractual.** Expenses included under the Contractual expense category of the budget set forth in Attachment A, shall be for costs for professional services or tasks provided by a firm or individual who is not employed by the performing party as set forth in the Article.
- 7-3-1.** No expenses included under the contractual expense category of the budget set forth in Attachment B shall be allowed under this Agreement unless the contractor and the contract amount are approved ahead of time by the LRGVDC and included on the list of authorized contractual expenses in Attachment A.
- 7-3-2.** The PERFORMING PARTY shall maintain evidence that the contract price is reasonable and necessary. As applicable under state law and regulations for the activity or service being contracted for, this evidence may take the form of bid tab sheets or other form of evaluation of competitive price offers or competitive proposals, and/or a cost analysis or price analysis under the TxGMS.
- 7-3-3.** No expenses included under the contractual expenses category of the budget set forth in Attachment A shall be allowed under this Agreement unless such contract's scope of work has been approved ahead of time, in writing, by the LRGVDC.
- 7-3-4.** Any amendment to a PERFORMING PARTY subcontract authorized for reimbursement under this Agreement, whether or not such subcontract required LRGVDC pre-approval, which will result in or require substantive changes to any of the tasks required to be performed under this Agreement, as set forth in this Agreement, must be approved in writing by the LRGVDC.
- 7-3-5.** All applicable laws and regulations concerning competitive bidding, competitive proposals, and contracting for services shall be followed.
- 7-4. Other Expenses.** All expenses under the "Other" expense categories of the budget set forth in Attachment A shall be in connection with the tasks and activities to be performed under this Agreement. Expenses not falling under the main expense categories may be included under the "Other" expense category if appropriate for the proposed project as set forth in this Article.
- 7-4-1.** No expenses under the "Other" expense category including computer hardware or software purchases not included under the Equipment expense category, e.g., controlled assets costing less than \$5,000, shall be eligible for reimbursement under this Agreement unless approved ahead of time by the LRGVDC and included on the list of authorized "Other" expenses in Attachment A. Subcategories of "Other" expenses for which prior authorization is not required, are set forth in this Article.
- 7-4-1-1.** Books and reference materials.
- 7-4-1-2.** Dues and membership fees for the PERFORMING PARTY's affiliation with organizations and associations which directly relate to the performance of activities under this Agreement (dues for individual employee affiliation to particular organizations or professional associations, unless listed in Attachment A to this Agreement, must be pre-approved individually, in writing, by the LRGVDC).
- 7-4-1-3.** Subscriptions, only inasmuch as they relate directly to the performance of activities under this Agreement.

- 7-4-1-4. Postage, telephone, Fax, and utilities expenses.
- 7-4-1-5. Printing and reproduction expenses.
- 7-4-1-6. Advertising and public notices.
- 7-4-1-7. Repair and maintenance costs.
- 7-4-1-8. Office furniture, not falling under the definition of equipment under this Article.
- 7-4-1-9. Space and equipment rentals.
- 7-4-1-10. Signs.
- 7-4-1-11. Additional Other expenses listed in Attachment A to this Agreement.
- 7-4-1-12. Creation/graphic design of brochures and pamphlets for education and outreach to promote reducing waste/recycle and responsible municipal solid waste management practices and planning.

7-4-2. The PERFORMING PARTY shall ensure that expenditures charged under the “Other” expense category are not also included within the expenses reimbursed through the Indirect Costs allocation, Central Services Cost allocation, or the Internal Services fund.

7-5. **Additional Expense Records.** If requested by the LRGVDC, the PERFORMING PARTY agrees to provide to the LRGVDC the additional expense records and documentation materials, appropriate for the expense, for the time period requested by the LRGVDC. The LRGVDC will provide reasonable time for the PERFORMING PARTY to comply with a request for additional records. The LRGVDC will allow the PERFORMING PARTY reasonable time to respond to any findings of noncompliance or other problems identified by the records review.

8. REIMBURSEMENT PAYMENT METHOD. The PERFORMING PARTY shall submit a Request for Reimbursement, which shall include attached legible copies of invoices issued by the subcontractor or vendor providing the products or services that substantiates the incurred expenditure amount. In addition, all requests for reimbursement of expenditures must be itemized and described in such a way that the acquired item can be readily matched to pre-acquisition approvals.

8-1. The PERFORMING PARTY must submit the Request for Reimbursement if costs have been incurred. They should be submitted with the required progress reports and results reports. However, LRGVDC is not liable for any costs incurred by the PERFORMING PARTY in the performance of this agreement, which have not been billed to LRGVDC within fifteen days following termination of this agreement.

8-2. The LRGVDC reserves the right to suspend payment of funds awarded under this contract due to incomplete, incorrect, or inconsistent reports or tasks required under this contract until the PERFORMING PARTY satisfactorily completes, revises, or corrects such services or reports. The LRGVDC also reserves the right to require reimbursement of any overpayments determined as a result of any audit or inspection of records kept by the PERFORMING PARTY concerning the contract supported tasks to be performed.

8-3. All expenditures under the equipment, construction, or contractual, budget categories must be approved in advance by the LRGVDC. Further, for any other category expenses not specifically spelled out in the contract, the PERFORMING PARTY shall obtain prior written approval from LRGVDC for that expense.

8-4. If the PERFORMING PARTY does not have a current indirect cost rate approved in accordance with Texas Grant Management Standards (TxGMS), the LRGVDC may negotiate a lump sum indirect cost charges that do not exceed the charges established using the Indirect Cost Consumption Table provided in the TxGMS.

IV. CONTRACT ACTIVITIES

9. The work identified herein is subject to the guidelines as directed in Attachment B, the Work Program and these guidelines may be updated and or amended throughout the timeline of this document as deemed necessary by the LRGVDC.

10. A project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. The PERFORMING PARTY agrees to perform the following activities as prescribed in this document and as outlined in Attachment B.

V. REPORTING REQUIREMENTS

11. Detailed records that are not required to be submitted with the reports referred to in this section must be kept at the designated location for records access.
- 11-1. The PERFORMING PARTY shall maintain and submit to LRGVDC mileage records (if a vehicle was purchased) on the use of the vehicle originally purchased for the program along with quarterly Progress Report.
- 11-2. The PERFORMING PARTY shall comply with any reasonable request by the LRGVDC for additional information on activities conducted in order for the LRGVDC to adequately monitor the PERFORMING PARTY's progress in completing the requirements of and adhering to the provisions of this contract.
- 11-3. Payments (reimbursements) required under this contract may be withheld by the LRGVDC until such time as any past due progress reports are received.
- 11-4. The PERFORMING PARTY's failure to comply with the requirements of this Article shall constitute a breach of this contract.
- 11-5. The PERFORMING PARTY shall prepare and submit to the LRGVDC the Pass-Through Grant Progress and Results Report **quarterly**, concerning performance under this contract documenting accomplishments and units of work performed under Attachment B: Work program of this agreement. The PERFORMING PARTY's progress reports contain descriptions of activities for the LRGVDC to ensure that the provisions of this contract are being complied with. The PERFORMING PARTY results report will include quantifiable measurements or reasonable estimations of the project outcomes.
- 11-6. All progress and results reports shall be submitted within 10 days after the end of the month for the term of this contract so that LRGVDC may submit a consolidated report to TCEQ.
- 11-7. The PERFORMING PARTY shall prepare and submit to the LRGVDC, the Pass-Through Grant Request for Reimbursement as necessary with appropriate supporting documentation.

VI. CLOSE-OUT PROGRESS AND RESULTS REPORT

12. The PERFORMING PARTY will submit a closeout progress and results report with the final requests for payment under this contract. The closeout report will include the cumulated information from previous progress and closeout reports. The closeout report must be submitted within 15 days of the ending date of this contract. The PERFORMING PARTY shall certify in writing to the LRGVDC, through the final progress report, the satisfactory completion of all activities and deliverables required under this contract.

VII. FOLLOW-UP SUMMARY RESULTS REPORT

13. The PERFORMING PARTY shall submit periodic follow-up summary results reports according to Attachment C: Schedule of Mayor Deliverables. The PERFORMING PARTY shall document the results of the grant-funded project and provide those results to the LRGVDC for use of evaluating program effectiveness and for providing regional results information to TCEQ. The results reporting documentation and reporting requirements shall specifically cover reporting on results during the term of the contract and continue to document, the results of the project activities for the life of the program or activity.

VIII. OTHER REPORTS

- 14-1. The PERFORMING PARTY shall provide LRGVDC with a reasonable number of photographs of the project activities for documentation purposes such as inclusion in a report to the State Legislature.
- 14-2. The PERFORMING PARTY shall occasionally present an oral report to the LRGVDC Solid Waste Advisory Committee during the committee's meetings regarding the status of the project implementation. LRGVDC will notify the PERFORMING PARTY one week in advance of such requests for oral reports. Note that the committee typically meets quarterly see Attachment C.

IX. SPECIAL TERMS AND CONDITIONS

15-1. Statutory Authority. Fiscal Year (FY) 2022-2023 Appropriations Bill (87th Legislature Regular Session) and Texas Health and Safety Code § 361.014(b).

15-2. Availability of Funds. The source of the funds provided by the TCEQ is the Solid Waste Disposal and Transportation Fees, as stated in Texas Health and Safety Code § 361.013 and the Municipal Solid Waste Disposal Account, as listed in Texas Health and Safety Code § 361.014(d). The parties agree that TCEQ's obligations under this Contract are contingent upon the continued availability of sufficient funds in the Municipal Solid Waste Disposal Account. TCEQ may terminate this contract if funds become unavailable due to lack of fees collected, legislative changes, or demands upon the funds described above that are necessary to protect the health and safety of the public. The *Performing Party* shall place this notice in all subgrants and contracts.

15-3. *Performing Party* agrees to perform activities described in this Contract, which may be a modification of the proposal submitted to TCEQ.

15-4. Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and whose fee payments are in arrears, as determined by the TCEQ, are not eligible to receive subgrant or contract funding from the *Performing Party*. The *Performing Party* shall allow a potential subgrant or contract applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed the state. If the potential applicant provides the *Performing Party* with documentation of payment of the fees, such as a canceled check or receipt from the state, the *Performing Party* may consider that applicant to be eligible to receive subgrant or contract funding under this Contract.

15-5. The *Performing Party* is responsible for ensuring that subrecipients and contractors have all necessary permits, meet all other legal requirements to perform the activities, are qualified to perform the activities, and are not in arrears on any penalties owed to TCEQ.

15-6. Local and regional political subdivisions that are barred from participating in state contracts by the Texas Comptroller of Public Accounts (CPA) under the provisions of § 2155.077, Texas Government Code, and Title 34 Texas Administrative Code (TAC) § 20.585, CPA Regulations, are not eligible to receive subgrants or contracts from the *Performing Party*.

15-7. The activities funded under this Contract, both projects conducted by the *Performing Party* or as a part of a subgrant, shall be in accordance with all provisions of this Contract, all applicable federal, state and local laws, rules, regulations, and guidelines. The main governing requirements include, but are not limited to, the following standards.

15-5-1. §361, §363, and §364 of the Texas Health and Safety Code.

15-5-2. Title 30 TAC §330, Subchapter O, TCEQ Rules.

15-5-3. Title 30 TAC §14, TCEQ Rules.

15-5-4. The Uniform Grant and Contract Management Act, Texas Government Code, §§783.001 et seq., and the Uniform Grant Management Standards, 34 TAC §§20.456-20.467 and the Texas Grant Management Standards (TxGMS) issued by CPA and formerly by the Texas Office of the Governor

15-5-5. General Appropriations Act, 87th Legislature Regular Session, including Article IX, Part 4.

15-5-6. Chapter 391 of the Local Government Code and related rules.

X. GENERAL TERMS AND CONDITIONS

16. CONTRACT PERIOD

16-1. Contract Period. The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Signature Page of this Contract (Contract Period). If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is July 31 of the same Fiscal Year in which the Contract is signed.

16-2. Renewal and Extension Period. The Contract may be extended by notice of LRGVDC beyond expiration of a Contract Period for up to 90 (ninety) days (Extension Period) during which the parties may agree on a written amendment to extend the Contract for a longer period. Renewals and extensions do not extend any other deadlines or due dates other than the expiration of the Contract Period.

17. DEFINITIONS

- 17-1.** “Include.” The word “include” and all forms such as “including” shall be construed to introduce a non-exhaustive list. The parties agree include is a term of enlargement and does not limit the scope of the preceding noun.

18. FUNDS

- 18-1. Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable.
- 18-1-1.** Performing Party will ensure that this clause concerning the availability of funds received indirectly by subcontractors through Performing Party is included in any subcontract it awards.
- 18-2. Amount Limits on Funds.** The maximum reimbursement is shown on the Contract Signature Page.
- 18-3. Grants.** If this agreement was entered under the LRGVDC authority to award grants, LRGVDC is providing financial assistance to the recipient to undertake its own project.

19. ALLOWABLE COSTS

- 19-1. Conforming Activities.** LRGVDC will reimburse the Performing Party for Allowable Costs incurred and paid by the Performing Party in performance of conforming Contract Activities. Allowable Costs are those costs for conforming Contract Activities that are reasonable, necessary, actual, and authorized by this Contract and a Notice to Proceed. Contract Activities must be authorized in writing to be eligible for reimbursement.
- 19-2. TxGMS.** Allowable Costs are restricted to costs that comply with the Texas Grant Management Standards (TxGMS) and applicable state and federal rules and law. The parties agree that all the requirements of the TxGMS apply to this Contract, including the criteria for Allowable Costs.

20. REIMBURSEMENT

- 20-1. Contract for Reimbursement.** The Contract Documents describe the activities to be conducted by the Performing Party for reimbursement by LRGVDC.
- 20-2. Reimbursement Request Deadline.** Grant recipients have one year to expense project funds. If no funds are expended within the first six months, the Solid Waste Advisory Committee (SWAC) will convene to decide further action of the project. Funds will be de-obligated if 90% of funds are not expensed within ten (10) months. Performing Party shall submit final requests for payment to LRGVDC prior to **May 31, 2025**.
- 20-3. Reimbursement Requests.** Performing Party shall invoice LRGVDC to request reimbursement for its Allowable Costs for performing the Contract Activities. Performing Party's invoice shall conform to LRGVDC's reimbursement requirements.
- 20-4. Supporting Records.** Upon request, Performing Party shall submit records and documentation to LRGVDC as appropriate for the review and approval of reimbursing costs. At a minimum, Performing Party shall submit supporting records with its invoices; LRGVDC may reject invoices without appropriate supporting documentation. LRGVDC has the right to request additional documentation. Performing Party shall maintain records subject to the terms of this Contract.
- 20-5. Conditional Payments.** Reimbursements are conditioned on the Contract Activities being performed in compliance with the Contract. Performing Party shall return payment to LRGVDC for either overpayment or activities undertaken that are not compliant with the Contract Activities. This does not limit or waive any other LRGVDC remedy.
- 20-6. Historically Underutilized Businesses.** Performing Party shall include, with its invoicing, reports on the use of Historically Underutilized Businesses.

21. AMENDMENTS

Changes to the Contract may only be made by a written amendment, signed and agreed to by the Parties.

22. CONTRACT INTERPRETATION

- 22-1. **Interpretation of Time.** All days are calendar days, unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday, or a state or federal holiday, it is omitted from the computation.
- 22-2. **State, Federal Law.** This Contract is governed by and interpreted under the laws of the State of Texas, as well as applicable federal law.
- 22-3. **Severability.** If any provision of this Contract is held to be invalid, illegal or unenforceable, the remainder of the Contract shall be construed to conform to the intent of the parties.

23. PERFORMING PARTY'S RESPONSIBILITIES

- 23-1. **Performing Party's Responsibility for the Contract Activities.** Performing Party undertakes performance of the Contract Activities as its own project and does not act in any capacity on behalf of the LRGVDC nor as a LRGVDC agent, employee or vendor of goods or services. Performing Party agrees that the Contract Activities are furnished and performed at Performing Party's sole risk as to the means, methods, design, processes, procedures and performance of the Contract Activities.
- 23-2. **Independent Contractor.** Nothing in this agreement shall create an employee-employer relationship between Performing Party and LRGVDC. The parties agree that the Performing Party is an independent contractor.
- 23-3. **Performing Party's Responsibility for Subcontractors.** All acts and omissions of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Contract Activities under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party.
- 23-4. **No Third-Party Beneficiary.** The LRGVDC does not assume any duty to exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between LRGVDC and any of Performing Party's subcontractors, suppliers or other persons or organizations with a contractual relationship with the Performing Party.

24. PERFORMING PARTY PERFORMANCE EVALUATION

Performance evaluations are a part of the LRGVDC review performing party and may be a factor in the selection of future contracts. The LRGVDC may provide this information to state agencies and upon request, to others. Performing Party consents to the disclosure of any information or opinion in the evaluations.

25. CONFLICT OF INTEREST

The Performing Party shall timely notify the LRGVDC in writing of any actual, apparent, or potential conflict of interest regarding the Performing Party or any related entity or individual. No entity or individual with any actual, apparent, or potential conflict of interest shall take part in the performance of any portion of the Contract Activities, nor have access to information regarding any portion of the Contract Activities. Performing Party agrees that LRGVDC has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination for cause.

26. INTELLECTUAL PROPERTY

- 26-1. **Third Party Intellectual Property.** Unless specifically waived, Performing Party must obtain all Intellectual Property licenses expressly required in the Contract Activities, or incident to the use or possession of the intellectual property. Performing Party shall obtain and furnish to LRGVDC: documentation on the use of such Intellectual Property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such Intellectual Property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such Intellectual Property for LRGVDC non-commercial purposes, and other purposes of the State of Texas.

- 26-2. Grant of License.** Performing Party grants to LRGVDC a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial LRGVDC purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into the Contract Activities, intellectual property created under this Contract, and associated user documentation.

27. TIME DELAYS

- 27-1. Time is of the Essence.** Performing Party's timely performance is a material term of this Contract.
- 27-2. Delays.** Where Performing Party's performance is delayed, except by *Force Majeure* or act of the LRGVDC, LRGVDC may withhold or suspend reimbursement, terminate the Contract, or enforce any of its other rights.

28. TERMINATION

- 28-1. Termination for Cause.** LRGVDC may, upon 10 (ten) days written notice and the opportunity to cure, terminate this Contract for cause if Performing Party materially fails to comply with the Contract Documents including any one or more of the following acts or omissions: nonconforming Contract Activities, existence of a conflict of interest, failure to provide evidence of required insurance coverage and failure to comply with HUB requirements in law or this Contract. Termination for cause does not prejudice LRGVDC's other remedies authorized by this Contract or by law.
- 28-2. Termination for Convenience.** LRGVDC may, upon 10 (ten) days written notice, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of LRGVDC or the Performing Party. Performing Party may request reimbursement for: conforming Contract Activities and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.
- 28-3.** If, after termination for cause, it is determined that the Performing Party had not materially failed to comply with the Contract Documents, the termination shall be deemed to have been for the convenience of the LRGVDC.

29. INSURANCE AND INDEMNIFICATION

- 29-1. Insurance.** Unless prohibited by law, the Performing Party shall require its contractors and suppliers to obtain and maintain during the Contract Term adequate insurance coverage sufficient to protect the Performing Party and the LRGVDC from all claims and liability for injury to persons and for damage to property arising from the Contract, whether caused by the Performing Party or by the contractor(s) or by anyone directly or indirectly employed by either. Unless specifically waived by the LRGVDC, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.
- 29-2. Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE LRGVDC AND PERFORMING PARTY AND THEIR OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF THE CONTRACT ACTIVITIES BY THE PERFORMING PARTY OR ITS CONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM A DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THE DEFENSE OF THE LRGVDC SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT THE LRGVDC. THIS COVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

30. DISPUTES, CLAIMS, REMEDIES

- 30-1. Payment not a Release.** Neither payment by LRGVDC nor any other act or omission other than an explicit written release constitutes a release of Performing Party from liability under this Contract.
- 30-2. Schedule of Remedies available to the LRGVDC.** In accordance with §2261, Texas Government Code, the following Schedule of Remedies applies to this contract. In the event of Performing Party's nonconformance, LRGVDC may:
- 30-2.1.** Issue notice of nonconforming performance;
 - 30-2.2.** Reject nonconforming performance and request corrections without charge to the LRGVDC;
 - 30-2.3.** Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
 - 30-2.4.** Suspend all or part of the Contract Activities or payments, or both, pending accepted revision of the nonconformity;
 - 30-2.5.** Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
 - 30-2.6.** Terminate the contract without further obligation for pending or further payment by the LRGVDC and receive restitution of previous payments.
- 30-3. Opportunity to Cure.** The Performing Party will have reasonable opportunity to cure its nonconforming performance, if possible, under the circumstances.
- 30-4. Cumulative Remedies.** Remedies are cumulative: the exercise of any remedy under this Contract or applicable law does not preclude or limit the exercise of any other remedy available under this Contract or applicable law.

31. FINANCIAL RECORDS, ACCESS, AND AUDITS

- 31-1. Audit of Funds.** The Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
- 31-2. Financial Records.** Performing Party shall establish and maintain financial records including records of costs of the Contract Activities in accordance with generally accepted accounting principles. Upon request Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by LRGVDC and other state agencies for the purpose of inspection and audit. Records shall be maintained for a minimum of 3 (three) years beyond the expiration or earlier termination of this Contract, and 3 (three) years after the end of any litigation or claims process, including appeals.

32. INDIRECT COST RATE

- 32-1. Authority for Indirect Cost Rates.** The Performing Party shall comply with the TxGMS relating to Indirect Cost Rates. In the event an audit changes the indirect cost rate, Performing Party agrees to waive additional indirect costs, or in the alternative, contribute the difference between the contract indirect rate and audited indirect rate.
- 32-2. Indirect Cost Rate of Contract Activities.** The cost of services provided to LRGVDC by another agency may include allowable direct costs of the service plus a pro rata share of indirect costs, if authorized by the budget. A standard indirect cost allowance equal to 10% (ten percent) of the direct salary and wage cost of the activity may be used in lieu of determining the actual indirect costs of the activity, if any indirect cost rate is approved.

33. SOVEREIGN IMMUNITY

The parties agree that this Contract does not waive any sovereign immunity to which either party is entitled by law.

34. MISCELLANEOUS

- 34-1. Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on LRGVDC without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.
- 34-2. Venue.** Performing Party agrees that the Contract is being performed or administered in Cameron, Hidalgo, and Willacy County Region. This provision does not waive sovereign immunity.
- 34-3. Publication.** Performing Party agrees to notify LRGVDC 5 (five) days prior to the publication or advertisement of information related this Contract. Performing Party agrees not to use the LRGVDC logo or a LRGVDC graphic as an advertisement or endorsement without an agreement signed by the appropriate LRGVDC authority.
- 34-4. Waiver.** With the exception of an express, written document signed with authority by LRGVDC, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion. The making of a payment does not constitute acceptance of the invoiced Contract Activities nor does it constitute a waiver of the LRGVDC's claims against the Performing Party or its sureties.
- 34-5.** LRGVDC relies on Performing Party to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.
- 34-6. Survival of Obligations.** Except where a different period is specified in this agreement or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive for 4 (four) years beyond the termination or completion of the Agreement; or after the end of a proceeding which was brought under the contract or if LRGVDC has notified Performing Party of an on-going proceeding. A proceeding includes any litigation, legal proceeding, permit application, State Office of Administrative Hearings proceeding, or similar activity listed in a LRGVDC notice to the Performing Party.
- 34-7. Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the LRGVDC a release of all claims against the LRGVDC for payment under this contract.
- 34-8. Legal Fees Prohibited.** This money shall be spent on administrative fees and projects as approved by LRGVDC. The funds under this Agreement may not be used for legal representation, or any other fees associated with hiring an attorney.

PROJECT REPRESENTATIVES/RECORDS LOCATION

ARTICLE 35.1 LRGVDC PROJECT REPRESENTATIVE

The individual named below is the LRGVDC Project Representative, who is authorized to give and receive communications and directions on behalf of the LRGVDC. All communications including all payment requests must be addressed to the LRGVDC Project Representative or his or her designee.

Melisa Gonzales-Rosas
 Name
Assistant Director of Community & Economic Development
 Title
 Lower Rio Grande Valley Development Council
 301 West Railroad
 Weslaco, Texas 78596
 Phone: (956) 682-3481 ext. 163
 Email: melisa.gonzales@lrgvdc.org

ARTICLE 35.2 PERFORMING PARTY PROJECT REPRESENTATIVE

The individual named below is the PERFORMING PARTY Project Representative, who is authorized to give and receive communications and directions on behalf of the PERFORMING PARTY. All communications to the PERFORMING PARTY will be addressed to the PERFORMING PARTY Project Representative or his or her designee.

For Financial Matters:

Angie Vela
 Name
Finance Director
 Title
 1201 E. 8th Street
 Mission, Texas 78572
 Phone: (956) 580-8685
 Email: avela@missiontexas.us

For Contractual Matters:

Norie Gonzalez Garza
 Name
Mayor
 Title
 1201 E. 8th Street
 Mission, Texas 78572
 Phone: (956) 580-8721
 Email: acarrillo@missiontexas.us

ARTICLE 35.3 DESIGNATED LOCATION FOR RECORDS ACCESS AND REVIEW

The PERFORMING PARTY designates the physical location indicated below for record access and review pursuant to any applicable provision of this contract:

Roel Mendiola
 Name
Sanitation Director
 Title
 1201 E. 8th Street
 Mission, Texas 78572
 Phone: (956) 583-2564
 Email: rmendiola@missiontexas.us

PERFORMING PARTY BUDGET

Attachment A

BUDGET CATEGORY	FUNDING AMOUNT
Supplies – N/A	\$ 0.00
Equipment - (1) large 20-yard recycling roll off container \$9,488.00	\$ 9,488.00
Construction – N/A	\$ 0.00
Contractual – N/A	\$ 0.00
Other - (1) 2-cubic yard front loader container \$556.00 and fifteen (15) 8 cubic yard front loader containers \$1,156.00 each Front loader container Vinyl Wrap \$1,500 Roll off container Vinyl Wrap – \$1,116	\$ 20,512.00
Total Funding	\$ 30,000.00

WORK PROGRAM & TASKS

Attachment B:

GOAL: The City of Mission is proposing to expand the Recycling Drop-Off Center in their city by purchasing (1) 20 yard roll off container, (1) 2-cubic yard front loader container and (15) 8 cubic yard front loader containers that will provide expanded access to recycling drop off locations across the community.

Objective 1: The City of Mission will better accommodate accessibility to residents, businesses, and school districts across the city. This project will allow the residents of Mission and nearby communities to utilize recycling resources and decrease problematic waste by increasing the collection of recycled materials.

- 1) Task/Deliverable: The City of Mission will follow their procurement policy procedures to purchase the equipment and place the order for the equipment.
- 2) Task/Deliverable: The City of Mission will purchase one (1) large 20-yard recycling roll off container, one (1) 2-cubic yard front loader container and fifteen (15) 8 cubic-yard front loader containers that will provide expanded access to the recycling drop off locations across the community.
- 3) Task/Deliverable: The City will have the equipment wrapped with vinyl wrap. All equipment purchased will be placed in the City of Mission's inventory. Equipment is to be labeled with TCEQ & LRGVDC logos.

Objective 2: Report on the Progress and results of the program

- 1) Task/Deliverable: The Project Coordinator will measure and document monthly the following: amount (in pounds) metal, cardboard, newspaper, other paper, and aluminum. The documented information should be included in the Pass-Through Grant Progress & Results Reports provided to the city by the LRGVDC with supporting documentation. Please attach copies of the scale tickets of the market that collected your recyclables.

Completion Time Frame: Submit the **Pass -Through Grant Progress & Results Reports quarterly basis**, on the 10 day of the month for the term of the contract so that the LRGVDC may submit a consolidated report to TCEQ.

Request for Reimbursement will be submitted in the Pass-Through Grant Request for Reimbursement forms, when necessary, with supporting documentation.

- 2) Task/Deliverable: The Project Coordinator will submit Follow-up Reports using the Pass-Through Grant Progress & Results Reports forms a year after contract ends.
- 3) Task/Deliverable: City of Mission will present an oral report to the LRGVDC Solid Waste Advisory Committee (SWAC) to inform them on the status of project.

Attachment C:

FY 2024/2025 Schedule of Major Deliverables for Solid Waste Grants

Deliverables	Due Date
1. Contract Term	May 1, 2024 – May 31, 2025
2. Solid Waste Advisory Committee (SWAC)	Meets quarterly, therefore you will be notified one week in advance to be present to give an oral report on project status.
3. Pass -Through Grant Progress & Results Reports Due Quarterly Must be emailed to: bsalinas@lrgvdc.org	<p style="text-align: center;">Due Quarterly</p> <p style="text-align: center;">August 10, 2024 November 10, 2024 February 10, 2025 May 10, 2025</p>
4. Pass – Through Grant Request for Reimbursements Report Due as Necessary Must be emailed to: bsalinas@lrgvdc.org	<p style="text-align: center;">As Necessary</p> <p>Grant recipients have one year to expense project funds.</p> <p>If no funds are expended within the first six months, the Solid Waste Advisory Committee (SWAC) will convene to decide further action of the project.</p> <p>Funds will be de-obligated if 90% of funds are not expensed within ten (10) months.</p> <p>Performing Party shall submit <u>final</u> requests for payment to LRGVDC prior to May 31, 2025</p>
5. TCEQ Results & Follow up Results Must be emailed to: bsalinas@lrgvdc.org	<p style="text-align: center;">Due Once a Year</p> <p style="text-align: center;">Results due to TCEQ – December 30, 2025</p> <p style="text-align: center;">Follow up due to TCEQ – October 15, 2026</p> <p style="text-align: center;">*Ensure Project Coordinator maintains Progress & Reports after contract ends because TCEQ will ask for follow-up reports.</p>



**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: May 13, 2024

PRESENTED BY: Aida Lerma, Director, Mission Event Center

AGENDA ITEM: Adoption of Fee Waiver and Discounted Rate Policy for the Mission Event Center
- A. Lerma

NATURE OF REQUEST:

The Mission Event Center seeks to implement a policy outlining procedures for organizations requesting fee waivers or discounted rates for facility use to specifically limit the use of the MEC as a general public forum to ensure that the facility remains easily accessible to clients and residents doing business with the MEC. The MEC may offer fee waivers or discounted rates to non-profit organizations, government agencies, or educational institutions meeting the specific requirements outlined in policy.

The different fee waivers or discounted rates include:

Eligibility for 50% Discounted Rate- includes discount on room rental fees, equipment fees, service fees, and refundable damage deposit fee. Under this discounted rate, events must be open and available to the general public, free of charge, provide a public benefit, be non-partisan, be non-commercial and not for profit, be non-controversial and shall avoid advocacy of a particular position in areas of public policy dispute or controversy.

Eligibility for 20% Discounted Rate – includes discount only on the room rental fees. Organizations will be responsible for all other applicable fees (equipment fees, service fees, and refundable damage deposit fee). Under this discounted rate, non-profits, government agencies, or educational institutions may host revenue-generating events or provide trainings, seminars and meetings for their members.

Eligibility for 100% Fee Waiver – includes discount on room rental fees and all other applicable fees (equipment fees, service fees, and refundable damage deposit fee). Under this waiver, organizations must be in an official partnership with the City of Mission for a joint event.

No discounts or fee waivers are provided for security services. If security is required for an event, organizations will be responsible for all security fees and hiring such security personnel from the Mission Police Department at its own expense.

Organization may submit one (1) request annually for consideration of either a fee waiver or a discounted rate

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 _____

**Mission Event Center
Fee Waiver and Discounted Rate Policy
Passed and Approved on May 13, 2024**

PURPOSE

The purpose of this policy is to govern the provision of fee waivers or discounted rates for the use of the Mission Event Center (“MEC”). Further, this policy intends to specifically limit the use of the MEC as a general public forum to ensure that the facility remains easily accessible to clients and residents doing business with the MEC.

POLICY

The MEC may provide Fee Waivers or Discounted Rates for the use of the MEC facility by not-for-profit (“NFP”) organizations, other government agencies, or educational institutions (upon request of such organization) when such use can be accommodated without interfering with residents/clients wishing to transact business at the MEC. Costs subject to fee waivers or discounted rates are to include (1) “Room Rental Fees”, the base fee charged for the use of a specific space within the MEC facility (to include tables and chairs, and set-up), (2) “Equipment Fees”, the fee charged for the use of MEC-owned equipment (including but not limited to dance floor stage, cocktail tables, LED ambient lighting, etc.), (3) “Service Fees”, the fee charged for the use of the MEC kitchen space, and (4) “Refundable Damage Deposits”, a deposit collected upon renting an MEC facility space held for any unforeseen damages to the MEC upon use by customers. All security services required by organizations seeking fee waivers or discounted rates will be the responsibility of the requesting organization. Priority may be given to organizations that demonstrate a lack of financial resources and/or promote diversity and inclusivity.

Eligibility for 50% Discounted Rates:

Organizations may qualify for a 50% Discounted Rate on Room Rental Fees and other applicable MEC fees including Equipment Fees, Services Fees, and Refundable Damage Deposits if the criteria below are met. Should the event require security services, the organization will be responsible for hiring such security personnel through the Mission Police Department at its own expense. For a 50% Discounted Rate, such organizations must meet the following general guidelines:

1. The organization must be an NFP, government agency, or educational institution.
2. Any meetings held or information displayed by such organizations must be open and available to the general public, be intended through the various media to provide information to the general public, and/or provide a public benefit to the residents of the City of Mission.
3. Any meetings held or information displayed should be free of charge to the public.
4. Any meetings and information shall be non-partisan in nature.
5. Any meetings and information shall be educational in nature and shall avoid advocacy of a particular position in areas of public policy dispute or controversy.
6. Any meetings and information shall be non-commercial and not-for-profit in nature.
7. Any meetings and information should be reasonably related to public interests of the City of Mission and its residents.

Eligibility for 20% Discounted Rates:

Under certain circumstances, an NFP, government agency, or educational institution may conduct revenue-generating not-for-profit activities such as fundraisers and/or provide training, seminars, meetings, or information not open to the general public but solely to its organization. Although these organizations will be ineligible for a 50% Discounted Rate or Fee Waiver, they may receive a 20% Discounted Rate on Room Rental Fees. In addition to the discounted Room Rental Fees, organizations will be responsible for 100% of all other applicable MEC fees to include: Equipment Fees, Service Fees, and Refundable Damage Deposits. Should the event require security services, the organization will also be responsible for hiring such security personnel through the Mission Police Department at its own expense.

Fee Waivers:

NFPs, government agencies, and/or educational institutions in an official partnership with the City of Mission for a joint event may receive a 100% Fee Waiver for Room Rental Fees and all other applicable MEC fees including Equipment Fees, Service Fees, and Refundable Damage Deposits.

Application Process:

For organizations seeking a Fee Waiver or Discounted Rate, a letter must be submitted to include the following information:

1. Letter of request must be submitted in writing for consideration to:
City Mayor
City of Mission
1201 E. 8th St.
Mission, Texas 78572
2. Letter must include:
 - a. Responsible Representative,
 - b. Name of Organization,
 - c. Contact Information,
 - d. Nature of the Request, and
 - e. Potential Impact on Community and/or Long-Term Positive Outcomes or Public/Community Benefit (if seeking Fee Waiver)
3. Letter must be received a minimum of 3 months in advance.
4. Applicant may be required to submit a profit and loss statement for the organization/event.
5. Applicant may be required to submit sponsorship packet information along with a list of confirmed sponsors.
6. NFP organizations must submit proof of their non-for-profit status by providing a copy of their Internal Revenue Service Determination Letter or Certificate of Formation also known as Articles of Incorporation.

Information above needs to be emailed to: eventcenterdirector@missiontexas.us or mailed via U.S. Postal service to:

City of Mission
Attn: Mission Event Center Director
1201 E. 8th St.
Mission, Texas 78572

Organizations may submit one (1) request annually for consideration of either a fee waiver or a discounted rate.

MEC Director will complete a Facility Request Form and an Event Order (proposal) after discussing dates and logistical needs from the client.

MEC Director will submit the following documents for consideration to the City Mayor and City Manager:

1. Letter of Request from Client
2. Facility Request Form
3. Event Order Form (proposal)

Responsibilities of the Applicant:

1. Adhere to the facility's policies, safety regulations and any other relevant rules.
2. Provide insurance coverage as required.
3. Assist with clean-up after the event.
4. Schedule a pre-event meeting with MEC staff to review final details of event as many times as needed and at least three (3) weeks prior to event.
5. Agree to and shall indemnify, defend and hold harmless the City of Mission and its appointed officials, and employees (collectively, the "City") against all suits, actions, demands, damages, and expenses of any nature which may be brought or made against the City or which the City may pay, sustain, or incur by reason of the use of the MEC.
6. Assume full responsibility for any damages based on actual repair or replacement costs for the facilities or equipment.

Review and Approval:

Each request submitted will be reviewed within ten (10) business days by the City of Mission City Mayor, City Manager, and MEC Director. The review process will consider the eligibility criteria and the impact on the community. Once reviewed, the MEC Director will notify the applicant of the decision.

Decisions are final and may not be appealed.

The City has the right to refuse and may change/modify the use of any facility or meeting room to any person or group if the proposed event conflicts with the intended use of the building, is in conflict with established policies, or is in conflict with any confirmed reservation or unplanned reservation of public necessity.



May 7, 2024

**Mike Perez, City Manager
City of Mission**

1201 East 8th Street
Mission, TX 78572

**RE: Update on Master Agreement for Professional Services dated April 12, 2021
Regarding Environmental Clearance, Traffic Engineering Study and Feasibility Study**

Dear: Mr. Perez,

I, Daniel O. Rios, President of RRP Consulting Engineers, am writing to provide you with an important update regarding the professional services contract dated April 12, 2021, pertaining to the Environmental Clearance, Traffic Engineering Study and Feasibility Study for the City of Mission.

I am pleased to inform you that RRP Consulting Engineers, LLC (RRP) has recently acquired select assets from the transportation and public works business lines previously managed by S&B Infrastructure, LTD., (S&B). Because of this acquisition, S&B has withdrawn from the relevant markets and will no longer have the capacity to fulfill the obligations outlined in the contract with the City of Mission.

I have been given the authority by S&B to coordinate the termination of the subject contract on their behalf. I strongly recommend that the City of Mission terminate its contract with S&B, due to their withdrawal from providing these services.

RRP retained the same group of professionals that were at S&B, and we are qualified to perform this work. RRP is fully prepared and eager to provide the expertise and support necessary for the timely and efficient execution of the Environmental Clearance Traffic Engineering Study & Feasibility Study. If the City of Mission chooses to continue these services, we hope you will consider RRP as your service provider.

Thank you for your prompt attention to this matter. If you require any further information or documentation, please do not hesitate to contact me at dorios@rrpeng.com.

Sincerely,

Daniel O. Rios, PE
President

R.R.P. Consulting Engineers, L.L.C.

5400 N. 10th Street, McAllen, TX 78504 • Tel: 956-926-5000 • www.rrpeng.com



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 13, 2024
PRESENTED BY: Cesar Torres, Police Chief
AGENDA ITEM: Authorization to Lease Four (4) 2024 Tahoes 4x2 PPV and (1) 2023 Dodge Durango Pursuit AWD from D&M Leasing Company (Buyboard #652-21) in the amount of \$435,376.52, and respective budget amendment – C. Torres

NATURE OF REQUEST:

The Mission Police Department was seeking authorization to lease four (4) 2023 Chevy Tahoes 4x2 PPV and (1) 2023 Dodge Durango Pursuit AWD for the Mission Police Department fleet from D&M Leasing Company (Buyboard contract #652-21). The (4) 2023 Chevy Tahoes would be leased for a 36-month term and (1) 2023 Dodge Durango Pursuit AWD would be leased for a 60-month period. Monthly debt service (including principal and interest) would be \$10,870.05. The purchase cost amount is \$435,376.52. This expenditure would derive from Asset Forfeiture funds for the 2023/2024 FY.

BUGETED: Yes **FUND:** General Fund **ACCT. #:** _____
BUDGET: _____ **EST. COST:** \$435,376.52 **CURRENT BUDGET BALANCE:** _____
BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval:

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

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

_____ AYES
_____ NAYS
_____ DISSENTING _____



LEASE CLOSING INSTRUCTIONS

Company City of Mission, TX

Authorized Signer Juan Avila

Date 4/30/2024

Type of Lease Open

Schedules 140 - 143. 159.

Amount Due \$ 10,870.05 (payable to D&M Leasing)

** Please sign all documents in spaces indicated by the "X".*

** If Printing, please use single-sided copies only.*

1. Lender Lease Agreement and applicable documents
2. Welcome Letter
3. Billing Confirmation
4. PPT Affidavit
5. Odometer Statement (s)
6. Provide a Certificate of Insurance or Insurance Binder with vehicle (s) description and required limits as stated in the Insurance Notice reflecting:
Loss Payee as Texas Capital Bank and its Successors and Assigns; 2350 Lakeside Boulevard, Suite 100
Additional Insured as D&M Leasing c/o Insurance Center PO Box 750784, Dayton, OH 45475-0784
7. VTR
- 8.
- 9.
10. D&M Invoice for upfront delivery payment due upon receipt
- 11.
- 12.
- 13.
- 14.
- 15.

Customer Number: 6606

P.O. Number _____

Unit Number: 22159

Coop Agreement # _____

Lease Number: 316170GC

TAX EXEMPT

Schedule No. 140.00
To Master Open-End Vehicle Lease Agreement
dated 7/22/2019 (the "Master Lease")
Between COMMERCIAL VEHICLE LEASING, LLC, d/b/a D&M Leasing ("Lessor")
and _____ City of Mission, TX ("Lessee")

This Schedule is subject to all terms and conditions set forth in the Master Lease, and the Master Lease is referenced and incorporated herein. The below described Vehicle has been delivered to Lessee and accepted for purposes of the Master Lease in accordance with paragraph 1 thereof. The following is a description of the Vehicle, the Garaging Location therefor, the term of the lease with respect thereto, the Capitalized Cost, Capitalized Cost Reduction and Residual Value therefor, the rent payments therefor, the mileage at and date of delivery thereof, the amount due on delivery, including any Deposit, the due date of the second and subsequent rent payments and, if applicable, certain other specific provisions applicable to the Vehicle.

VEHICLE/UNIT INFORMATION			
Lease No.: 22159		Garaging Location:	
Description: (Year) (Make) (Model)		1201 E. 8th Street, Room F118	
2023 Chevy Tahoe 4x2 PPV		City: Mission	
		County: Hidalgo	
VIN: 1GN5CLE3PR455452		State: TX	
Term: 36		Zip: 78572	
Capitalized Cost:	86998.92	Mileage at Delivery:	3
Capitalized Cost Reduction:	0.00	Delivery Date:	04/30/2024
Residual Value:	16665.43		
Base Rent:	2343.66		
Additional Services:	0.00		
Monthly Sales Tax:	0.00		
Total Payment:	2343.66		

Amounts Due on Delivery:

<u>First Rent</u>	<u>Interim Rent</u>	<u>Lic/Reg</u>	<u>Cash Down</u>	<u>Other</u>	<u>Total</u>
2343.66	0.00	0.00	0.00	0.00	2343.66

Second Rent Due: Jun 01, 2024 with subsequent rents due on the same day of each succeeding month.

Special Provisions:

Customer Number: 6606

P.O. Number _____

Unit Number: 22158

Coop Agreement # _____

Lease Number: 316174GC

TAX EXEMPT

Schedule No. 141.00
To Master Open-End Vehicle Lease Agreement
dated 7/22/2019 (the "Master Lease")
Between COMMERCIAL VEHICLE LEASING, LLC, d/b/a D&M Leasing ("Lessor")
and _____ City of Mission, TX ("Lessee")

This Schedule is subject to all terms and conditions set forth in the Master Lease, and the Master Lease is referenced and incorporated herein. The below described Vehicle has been delivered to Lessee and accepted for purposes of the Master Lease in accordance with paragraph 1 thereof. The following is a description of the Vehicle, the Garaging Location therefor, the term of the lease with respect thereto, the Capitalized Cost, Capitalized Cost Reduction and Residual Value therefor, the rent payments therefor, the mileage at and date of delivery thereof, the amount due on delivery, including any Deposit, the due date of the second and subsequent rent payments and, if applicable, certain other specific provisions applicable to the Vehicle.

VEHICLE/UNIT INFORMATION			
Lease No.: 22158		Garaging Location:	
Description: (Year) (Make) (Model)		1201 E. 8th Street, Room F118	
2023 Chevy Tahoe 4x2 PPV		City: Mission	
		County: Hidalgo	
VIN: 1GNSCLE88PR455124		State: TX	
Term: 36		Zip: 78572	
Capitalized Cost:	85878.75	Mileage at Delivery:	3
Capitalized Cost Reduction:	0.00	Delivery Date:	04/30/2024
Residual Value:	16441.40		
Base Rent:	2313.72		
Additional Services:	0.00		
Monthly Sales Tax:	0.00		
Total Payment:	2313.72		

Amounts Due on Delivery:

<u>First Rent</u>	<u>Interim Rent</u>	<u>Lic/Reg</u>	<u>Cash Down</u>	<u>Other</u>	<u>Total</u>
2313.72	0.00	0.00	0.00	0.00	2313.72

Second Rent Due: Jun 01, 2024 with subsequent rents due on the same day of each succeeding month.

Special Provisions:

Customer Number: 6606

P.O. Number _____

Unit Number: 22114

Coop Agreement # _____

Lease Number: 316173GC

TAX EXEMPT

Schedule No. 142.00
To Master Open-End Vehicle Lease Agreement
dated 7/22/2019 (the "Master Lease")
Between COMMERCIAL VEHICLE LEASING, LLC, d/b/a D&M Leasing ("Lessor")
and _____ City of Mission, TX ("Lessee")

This Schedule is subject to all terms and conditions set forth in the Master Lease, and the Master Lease is referenced and incorporated herein. The below described Vehicle has been delivered to Lessee and accepted for purposes of the Master Lease in accordance with paragraph 1 thereof. The following is a description of the Vehicle, the Garaging Location therefor, the term of the lease with respect thereto, the Capitalized Cost, Capitalized Cost Reduction and Residual Value therefor, the rent payments therefor, the mileage at and date of delivery thereof, the amount due on delivery, including any Deposit, the due date of the second and subsequent rent payments and, if applicable, certain other specific provisions applicable to the Vehicle.

VEHICLE/UNIT INFORMATION			
Lease No.: 22114	Garaging Location:		
Description: (Year) (Make) (Model)	1201 E. 8th Street, Room F118		
2023 Chevy Tahoe 4x2 PPV	City: Mission		
	County: Hidalgo		
VIN: 1GN5CLE6PR455445	State: TX		
Term: 36	Zip: 78572		
Capitalized Cost:	86551.25	Mileage at Delivery:	3
Capitalized Cost Reduction:	0.00	Delivery Date:	04/30/2024
Residual Value:	16575.90		
Base Rent:	2331.70		
Additional Services:	0.00		
Monthly Sales Tax:	0.00		
Total Payment:	2331.70		

Amounts Due on Delivery:

<u>First Rent</u>	<u>Interim Rent</u>	<u>Lic/Reg</u>	<u>Cash Down</u>	<u>Other</u>	<u>Total</u>
2331.70	0.00	0.00	0.00	0.00	2331.70

Second Rent Due: Jun 01, 2024 with subsequent rents due on the same day of each succeeding month.

Special Provisions:

Customer Number: 6606

P.O. Number _____

Unit Number: 22126

Coop Agreement # _____

Lease Number: 316165GC

TAX EXEMPT

Schedule No. 143.00
To Master Open-End Vehicle Lease Agreement
dated 7/22/2019 (the "Master Lease")
Between COMMERCIAL VEHICLE LEASING, LLC, d/b/a D&M Leasing ("Lessor")
and _____ City of Mission, TX ("Lessee")

This Schedule is subject to all terms and conditions set forth in the Master Lease, and the Master Lease is referenced and incorporated herein. The below described Vehicle has been delivered to Lessee and accepted for purposes of the Master Lease in accordance with paragraph 1 thereof. The following is a description of the Vehicle, the Garaging Location therefor, the term of the lease with respect thereto, the Capitalized Cost, Capitalized Cost Reduction and Residual Value therefor, the rent payments therefor, the mileage at and date of delivery thereof, the amount due on delivery, including any Deposit, the due date of the second and subsequent rent payments and, if applicable, certain other specific provisions applicable to the Vehicle.

VEHICLE/UNIT INFORMATION			
Lease No.: 22126		Garaging Location:	
Description: (Year) (Make) (Model)		1201 E. 8th Street, Room F118	
2023 Chevy Tahoe 4x2 PPV		City: Mission	
		County: Hidalgo	
VIN: 1GNSCLE1PR455157		State: TX	
Term: 36		Zip: 78572	
Capitalized Cost:	86304.67	Mileage at Delivery:	3
Capitalized Cost Reduction:	0.00	Delivery Date:	04/30/2024
Residual Value:	16526.58		
Base Rent:	2325.10		
Additional Services:	0.00		
Monthly Sales Tax:	0.00		
Total Payment:	2325.10		

Amounts Due on Delivery:

<u>First Rent</u>	<u>Interim Rent</u>	<u>Lic/Reg</u>	<u>Cash Down</u>	<u>Other</u>	<u>Total</u>
2325.10	0.00	0.00	0.00	0.00	2325.10

Second Rent Due: Jun 01, 2024 with subsequent rents due on the same day of each succeeding month.

Special Provisions:

**SCHEDULE TO MASTER
OPEN-END VEHICLE LEASE AGREEMENT (Commercial-2022)**

Customer Number: 6606

P.O. Number _____

Unit Number: 22545

Coop Agreement # _____

Lease Number: 321327GC

TAX EXEMPT

Schedule No. 159.00
To Master Open-End Vehicle Lease Agreement
dated 7/22/2019 (the "Master Lease")
Between COMMERCIAL VEHICLE LEASING, LLC, d/b/a D&M Leasing ("Lessor")
and _____ City of Mission, TX ("Lessee")

This Schedule is subject to all terms and conditions set forth in the Master Lease, and the Master Lease is referenced and incorporated herein. The below described Vehicle has been delivered to Lessee and accepted for purposes of the Master Lease in accordance with paragraph 1 thereof. The following is a description of the Vehicle, the Garaging Location therefor, the term of the lease with respect thereto, the Capitalized Cost, Capitalized Cost Reduction and Residual Value therefor, the rent payments therefor, the mileage at and date of delivery thereof, the amount due on delivery, including any Deposit, the due date of the second and subsequent rent payments and, if applicable, certain other specific provisions applicable to the Vehicle.

VEHICLE/UNIT INFORMATION			
Lease No.: 22545		Garaging Location:	
Description: (Year) (Make) (Model)		609 S. Canal Road	
2023 Dodge Durango Pursuit AWD		City: Mission	
		County: Hidalgo	
VIN: 1C4SDJFT3PC717246		State: TX	
Term: 60		Zip: 78572	
Capitalized Cost:	89642.93	Mileage at Delivery:	38
Capitalized Cost Reduction:	0.00	Delivery Date:	04/30/2024
Residual Value:	21492.79		
Base Rent:	1555.87		
Additional Services:	0.00		
Monthly Sales Tax:	0.00		
Total Payment:	1555.87		

Amounts Due on Delivery:

<u>First Rent</u>	<u>Interim Rent</u>	<u>Lic/Reg</u>	<u>Cash Down</u>	<u>Other</u>	<u>Total</u>
1555.87	0.00	0.00	0.00	0.00	1555.87

Second Rent Due: Jun 01, 2024 with subsequent rents due on the same day of each succeeding month.

Special Provisions:

This Master Signature Page may be executed in one or more counterparts, each of which will be deemed to an original, and all of which when taken together, will be deemed to constitute one and the same document. Further, the parties' faxed, copied or pdf signatures may be treated as originals, and their signatures on this Master Signature Page, shall be deemed and treated as signatures on each of the referenced and attached Schedules.

By signing below, Lessee acknowledges and agrees: (i) that Lessee has received a copy of each referenced Schedule; and (ii) that each referenced Schedule is accepted as of 4/30/2024, as a Schedule to and made a part of the Master Lease.

LESSOR:

LESSEE:

Commercial Vehicle Leasing, L.L.C.
d/b/a D&M Leasing Commercial

City of Mission, TX

By: _____
Name: Yolanda Taylor
Title: Commercial Services Manager

By: _____
Name: Juan Avila
Title: Fleet Maintenance Director

Address:
1400 W. 7th Street, Suite 200
Forth Worth, TX 76102

Address:
1201 E. 8th Street
Mission TX, 78572



Vendor Contract Information Summary

Vendor D&M Leasing Company
 Contact Christi Paine
 Phone 2144121657
 Email cpaine@dmautoleasing.com
 Vendor Website www.dmautoleasing.com
 TIN 90-0996325
 Address Line 1 1400 W. 7th Street, #200
 Vendor City Fort Worth
 Vendor Zip 76102
 Vendor State TX
 Vendor Country USA
 Delivery Days 11
 Freight Terms FOB Destination
 Payment Terms Net 30 Days
 Shipping Terms Pre-paid and added to invoice
 Ship Via Common Carrier
 Designated Dealer No
 EDGAR Received Yes
 Service-disabled Veteran Owned No
 Minority Owned Yes
 Women Owned No
 Certificate Number 1900996325700
 Certifying Agency DFW Minority Supplier Development Council
 National Yes
 No Foreign Terrorist Orgs Yes
 No Israel Boycott Yes
 MWBE Yes
 ESCs All Texas Regions
 States All States
 Contract Name Vehicle Fleet Leasing and Management Services
 Contract No. 652-21
 Effective 10/01/2021
 Expiration 09/30/2024
 Accepts RFQs Yes
 Service Fee Note Vehicle purchase orders are subject to a \$400 service fee
 Quote Reference Number 652-21



CITY OF MISSION

"Home of the Grapefruit"

July 22, 2019

Charles E. Cain
Commercial Vehicle Leasing, L.P.
dba D&M Leasing
2730 N. Hwy 360
Grand Prairie, Texas 75050

Subject: Notice of Award– Bid No: 19-139-02-22 Lease of City Fleet Vehicles

Dear Mr. Cain:

You are hereby notified that you have been awarded City of Mission Bid No: 19-139-02-22 Lease of City Fleet Vehicles. Please use this bid number on any correspondence to the City of Mission.

To facilitate the discharge of this contract, the Technical Representative (TR) for the contract is Eduardo Belmarez, Purchasing Director who can be reached at (956) 580-8667. The Technical Representative will perform the following duties during the term of this contract:

1. Monitor, verify and take such action necessary to ensure that your firm performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications. Specific emphasis shall be placed on the quality, quantity, acceptability, and manner of work for both adherences to the contract provisions and to your firm's quality control program.
2. Notify your firm of deficiencies observed during delivery of goods and/or services and direct your firm to comply with the contract requirements. Coordinate with the Purchasing Agent about your firm's unacceptable performance. Your firm's corrective actions must be within the scope of the contract.
3. Forward all disagreements with your firm that cannot be resolved within the scope of the delegated authority to higher levels within the City. The TR will provide records and reports to the Purchasing Agent concerning faulty or non-conforming work, delays or problems, and recommend appropriate actions to effect correction within the scope of the contract or dispute.
4. Ensure that any City furnished property is provided and returned in accordance with the contract provisions.

5. Maintain records applicable to the criteria established in the contract for performance issues, as they relate to the assessment of potential liquidated damages. Assert when applicable, in coordination with the Purchasing Agent, any damages provided in the contract due to your firm's failure to meet standards.
6. Maintain a current record of the obligated contract dollar amount, billed and paid.
7. Recommend acceptance or rejection of invoices that have been submitted by your firm. Disposition of payment recommendations rest with the appropriate Purchasing Agent and the TR.
8. Coordinate with the Purchasing Agent prior to releasing any correspondence involving schedule, performance, cost, and invoices/payment.
9. Work with the Purchasing Agent to properly close out the contract and all records.
10. Perform, or cause to be performed, inspections required by the contract. Verify that your firm has corrected all deficiencies. Act as certifying official, and receive, accept or reject supplies/services for the City specified in the contract and invoiced by your firm.

The following actions are specifically reserved for the Purchasing Agent.

1. Issuance of any orders or modifications to your firm regarding contractual matters, such as changes in price, deliveries, statements of work, specifications, or other contractual terms.
2. Directing work to start or stop, except as specifically provided for by the terms and conditions of the contract.
3. Amending the contract requirements in any respect.
4. Submit for Approval any action that will result in additional charges to the City.
5. Interpretation of contract terms and conditions.

In the event of the Technical Representative absence, the Purchasing Agent shall act in this capacity. The presence or absence of the TR shall not relieve the Contractor from any requirements of the contract. In the event of any discrepancies the original bid submitted will take precedence.

This assignment and delegation of the city is effective as of this date and shall remain in full effect until contract expiration or termination in writing by the Purchasing Agent.

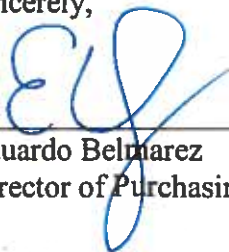
A copy of your bid response is enclosed for your records. Said bid response and this notice of award constitute the contract. Please include the bid number on all correspondence pertaining to this contract, and with each invoice that you submit.

If you have any questions, please contact your assigned **Purchasing Director, Eduardo Belmarez** at the phone number or address listed below.

City of Mission
1201 E. 8th Street
Mission, TX 78592
956/580-8667
956/580-8798 FAX

We appreciate your interest in City of Mission and look forward to working with you.

Sincerely,



Eduardo Belmarez
Director of Purchasing

07/22/2019

Date

CITY OF MISSION BUDGET AMENDMENT REQUEST

FISCAL YEAR: 2023-2024
 DATE: May 13, 2024
 DEPARTMENT: Police Dept. Special Fund (10)
 FUND: General Fund

BA-24-09

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE / DECREASE	PROPOSED BUDGET
10-410-74950	Machinery & Equipment	27,683.00	435,377.00	463,060.00
10-410-84800	Other Principal	-	39,285.00	39,285.00
10-410-84810	Other Interest	-	15,066.00	15,066.00
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
TOTAL		27,683.00	489,728.00	517,411.00

JUSTIFICATION

Amendment to enter a lease for 4x 2023 Patrol Tahoes and 1x Durango K9 Unit and debt service (principal and interest) for 5 months remaining in the 2023/2024 Fiscal Year.

Finance Director: 

Date: 5/9/2024

City Council Approved on: _____

Date Posted: _____

GOVERNMENT - PRICE QUOTATION

CARASOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARASOFT.COM | SALES@CARASOFT.COM

TO: Angie Vela
 Finance Director
 City of Mission, TX
 1201 E 8th St
 Mission, TX 78572 USA

FROM: Victoria Sweet
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: avela@missiontexas.us

EMAIL: Victoria.Sweet@carahsoft.com

PHONE: (956) 580-8732

PHONE: (571) 662-3870 **FAX:** (703) 871-8505

TERMS: DIR Contract No. DIR-TSO-3926
 Expiration Date: June 28, 2022
 FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Texas VID#: 1522189693700
 Sales Tax May Apply

QUOTE NO: 27807499
QUOTE DATE: 03/24/2021
QUOTE EXPIRES: 04/23/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$117,683.17

TOTAL QUOTE: \$117,683.17

LINE NO.	PART NO.	DESCRIPTION	TX DIR	QUOTE PRICE	QTY	EXTENDED PRICE
1	OPGV-GABS-B80100M-RR- 5Y	Budgeting and Planning - Between \$80-100 Million - 5Y Period of Performance: 04/01/2021 - 09/30/2021 OpenGov, Inc.		\$20,690.48 OM	1	\$20,690.48
2	OPGV-GABS-B80100M-RR- 5Y	Budgeting and Planning - Between \$80-100 Million - 5Y Period of Performance: 10/01/2021 - 09/30/2022 OpenGov, Inc.		\$41,380.94 OM	1	\$41,380.94
3	OPGV-GGBP-B80100M-NR- 0Y	Professional Services Deployment - Prepaid - Between \$80-100 Million - 0Y Start Date: 04/01/2021 OpenGov, Inc.		\$55,611.75 OM	1	\$55,611.75
SUBTOTAL:						\$117,683.17
TOTAL PRICE:						\$117,683.17
TOTAL QUOTE:						\$117,683.17

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	TX DIR	QUOTE PRICE	QTY	EXTENDED PRICE
----------	----------	-------------	--------	-------------	-----	----------------

Year 2 Subscription Term - \$41,380.94
Period of Performance (10/01/2022 - 09/30/2023)
Billing Frequency: Annually in Advance

Year 3 Subscription Term - \$41,380.94
Period of Performance (10/01/2023 - 09/30/2024)
Billing Frequency: Annually in Advance

Year 4 Subscription Term - \$41,380.94
Period of Performance (10/01/2024 - 09/30/2025)
Billing Frequency: Annually in Advance

Year 5 Subscription Term - \$41,380.94
Period of Performance (10/01/2025 - 09/30/2026)
Billing Frequency: Annually in Advance

OpenGov Terms of Service:

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Customer's use of the OpenGov Services is pursuant to the the Terms and Conditions - Software Service Agreement (Purchase through an OpenGov Authorized Reseller) set forth at <https://opengov.com/terms-of-service>.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 13, 2024
PRESENTED BY: Andy Garcia, Interim Finance Director/Assistant City Manager
AGENDA ITEM: Authorization to terminate contract for OpenGov Budgeting and Planning Software by Carahsoft Technology Corp via DIR Contract (DIR-TSO-3926) – A. Garcia

NATURE OF REQUEST:

Staff is seeking authorization to provide a 30-day termination notice for the OpenGov Budgeting and Planning Software by Carahsoft Technology Corp via DIR Contract (DIR-TSO-3926). The current contract results in a \$41,380.94 recurring cost annually. After conducting an assessment of the software against our existing Tyler Tech Budgeting product, it has been determined that Tyler Tech can provide a similar value with unused functionality. This contract will provide a savings of approximately \$12,609.15 for the current 2023/2024 fiscal year if notice is provided by May 14, 2024. Subsequent year savings will be \$41,380.94.

BUGETED: Yes **FUND:** General Fund **ACCT. #:** 01-412-44640
BUDGET: \$125,000 **EST. COST:** \$41,380.94 **CURRENT BUDGET BALANCE:** \$18,885
BID AMOUNT: \$N/A

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *WRP*

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

_____ AYES
_____ NAYS
_____ DISSENTING



May 14, 2024

660 3rd Street, Suite 100
San Francisco, CA 94107
via Electronic Mail to: amedina@opengov.com

RE: Notice of Termination - OpenGov Budgeting and Planning Software by Carahsoft Technology Corp via DIR Contract (DIR-TSO-3926)

To Whom It May Concern:

This letter follows the action taken on the OpenGov Budgeting and Planning Software agreement at the City Council Meeting held on May 13, 2024, at the Mission City Council Chambers. During this meeting, the City Council authorized a 30-day termination notice for the existing OpenGov Agreement.

As a requirement of the current DIR Contract (DIR-TSO-3926) with Carahsoft Technology Corp for OpenGov, Exhibit A (Standard Terms and Conditions for Product and Services Contracts) Section 11(B)(3) (Termination for Convenience) provides that the Customer (City of Mission) has the right to terminate the contract with a 30-day written notice of termination.

This letter has been submitted to you as it's the City of Mission's 30-day notice of termination, in compliance with Exhibit A Section 11(B)(3) of the agreement. As a result, all terms and obligations within the OpenGov Budgeting and Planning Software by Carahsoft Technology Corp via DIR Contract (DIR-TSO-3926), shall terminate 30 days from the date of this letter. Additionally, as per the agreement Exhibit A Section 11(B)(7), the City of Mission shall pay only for services ordered prior to the effective termination date, and therefore requests a partial reimbursement of its upfront annual payment for the unused portion of the software subscription as of the effective termination date to the ending of the current subscription date.

For questions relating to the remaining 30-days, please contact the City Manager's Office to communicate any expectations and/or requests (mrperez@missiontexas.us or 956-580-8724).

Respectfully,

Mike R. Perez
City Manager



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 13, 2024

PRESENTED BY: Michael Elizalde, Grants Administrator

AGENDA ITEM: TABLED 04/22/2024 - Approval of Resolution No. _____ authorizing to revocation of grant award for FY23 COPS Hiring Program with the U.S. Department of Justice, Office of Community Oriented Policing - Elizalde

NATURE OF REQUEST:

On May 8, 2023 the Mission Police Department received authorization under resolution 1836 to apply for the FY23 COPS Hiring Program to the U.S. Department of Justice. On November 2, 2023 the Department received the matching grant award in the amount of \$1,000,000.00. The grant would allow the support of eight (8) new officer hires over a 3-year grant period of performance. Since the acceptance of the grant award, the Department has conducted Civil Service Commission Police Officer Entry-Level Examinations and have not been successful in obtaining qualified individuals. Due to the department quickly approaching the grants reasonable timeline for hiring officers, the department finds it in the best interest of the city to rescind the contract award in the interest of the program's initiatives.

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 _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION RESCINDING RESOLUTION 1836 REGARDING THE MISSION POLICE DEPARTMENT’S FY 23 COPS HIRING PROGRAM GRANT

WHEREAS, Resolution 1836 was approved the City Council on May 8, 2023 authorizing the submission of a grant application for the Mission Police Department’s FY23 COPS Hiring Program grant for the 2023 fiscal year; and

WHEREAS, On November 2, 2023 the Mission Police Department received a cash matching grant award for the FY23 COPS Hiring Program from the U.S. Department of Justice in the amount of \$1,000,000.00.; and

WHEREAS, the Department has conducted Civil Service Commission Police Officer Entry-Level Examinations and have not been successful in obtaining qualified individuals; and

WHEREAS, Due to the department quickly approaching the grants reasonable timeline for hiring officers, the department finds it in the best interest of the city to rescind the contract award in the interest of the program’s initiatives.

NOW THEREFORE, BE IT RESOLVED that the City of Mission City Council hereby rescinds Resolution 1836.

READ, CONSIDERED, AND APPROVED on this the 13th of May, 2024.

Norie Gonzalez Garza, Mayor

Attest:

Anna Carrillo, City Secretary

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE #5403 RESCINDING EIGHT (8) POSITIONS FROM THE CLASSIFIED POSITION OF PATROLMAN FOR FY 2023-24 FOR THE MISSION POLICE DEPARTMENT

Whereas, the City Council in Ordinance 2703 established the civil service policies for the City of Mission and in this ordinance establishes the classifications in the Police Department for each FY. The Mission Police Department was awarded and accepted the 2023 COPS Hiring Program Grant from the US Department of Justice that allowed the hiring of eight (8) police officers. By the approval of Ordinance #5403 on November 27, 2023, the Mission Police Department increased the Classified Positions of Patrolman for FY 2023-24 from 147 to 155.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSION, TX. THAT,

SECTION 1: The classified positions for Patrolman will decrease to 147 from 155 with the rescinding of the eight (8) positions previously awarded to the Mission Police Department and shall be set out in the attached exhibit and incorporated herein.

SECTION 2: This ordinance shall be effective on April 23, 2024 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, 2024.

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 13th day of May, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

CIVIL SERVICE CLASSIFICATION
FY 23-24

MISSION POLICE DEPARTMENT

	23-24		23-24 amendment
LT	6		6
SGT	10		10
CPL	9		9
PATROLMAN	155	-8	147
Total	180		172
Assistant Chief	2		2
Chief of Police	1		1
Total	183		175