



AGENDA

Pursuant to V.T.C.A. Gov. Code Section 551.001 et. seq., the City Council of the City of Mission, Texas will hold a regular meeting on **Tuesday, October 14, 2025 at 4:30 p.m.** at the Mission Council Chambers, 1201 E. 8th Street, Mission, Texas to consider the following matters.

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

REGULAR MEETING

CALL TO ORDER AND ESTABLISH QUORUM

INVOCATION AND PLEDGE ALLEGIANCE

DISCLOSURE OF CONFLICT OF INTEREST

PRESENTATIONS

- [1.](#) Proclamation - Catholic Daughters of the Americas - Carrillo
- [2.](#) Proclamation - Breast Cancer Awareness Month - Carrillo
- [3.](#) Proclamation - Chamber of Commerce Week - Carrillo
- [4.](#) Proclamation - National Animal Safety and Prevention Month - Kotsatos
- [5.](#) Proclamation - National Code Compliance Month - Kotsatos
- [6.](#) Proclamation - Domestic Violence Awareness Month - Torres
7. August 2025 Employee of the Month - Munguia
8. Quarterly Report by Ambulance Board on EMS - Tim Brown / A. Garcia
9. Recognition of Fire Department Personnel - Silva
10. Presentation by Leadership Mission - Kotsatos
11. Presentation of Harry Shimotsu Elementary Recognized as 2025 Lone Star Ribbon School - Hernandez
12. Report from Mission Economic Development Corporation - Teclo Garcia
13. Update on Bryan Road Construction Project - Terrazas
- [14.](#) Departmental Reports – Terrazas / A. Garcia
15. Citizen's Participation on Specific Agenda Items – Garza

ANNOUNCEMENTS - CITY COUNCIL / CITY MANAGER

PUBLIC HEARING**PLANNING & ZONING RECOMMENDATIONS**

16. Conduct a public hearing and consideration of a rezoning request from Agricultural Open Interim District (“AO-I”) to Large Lot Single-family Residential District (“R-1A”), being a 9.851 acre tract out of the South 12 acres out of the East 26.49 acres out of Lot 296, John H. Shary Subdivision, located along the West side of Taylor Avenue approximately 170 feet North of Mile 2 Road. Applicant, RGV Villa Development, LLC, Adoption of Ordinance #_____ - Cervantes
17. Conduct a public hearing and consideration of a rezoning request from Agricultural Open Interim District (“AO-I”) to Single-family Residential District (“R-1”), being a 26.65-acre tract of land being a part of Lot 29-9, West Addition to Sharyland Subdivision, located along the East side of Mayberry Road, approximately 104 feet South of Sonoma Ranch Street. Applicant, Carlos I. Garza, Adoption of Ordinance #_____ - Cervantes
18. Conduct a public hearing and consideration of a rezoning request from Single-family Residential District (“R-1”) to Multi-family Residential District (“R-3”), being a 0.6026 of one acre tract of land out of Lot 182, John H. Shary Subdivision, located at 200 N. Glasscock. Applicant, Jose R. & Veronica L. Gonzalez, Adoption of Ordinance #_____ - Cervantes
19. Conduct a public hearing and consideration of a Conditional Use Permit to allow two (2) 36 feet by 60 feet portable buildings for office use, being a 15.07 acre tract of land, out of Lot 13-6, of Porcion 55, West Addition to Sharyland Subdivision; in a (I-1) Light Industrial District, located at 1921 S. Conway Avenue Applicant: Ryan Clark (Granite Construction Company), Adoption of Ordinance #_____ – Cervantes
20. Conduct a public hearing and consideration of a Conditional Use Permit for an Event Center – Events on Conway, being All of Lots 1 & 1-A through 1-k, Re-subdivision of Lots 1 and 1L, Conway Plaza Subdivision, in a (C-3) General Commercial District, located at 2002 N. Conway Avenue, Suite E. Applicant: Christopher Rosales, Adoption of Ordinance #_____ – Cervantes
21. Conduct a public hearing and consideration of a Conditional Use Permit for an Event Center – Partytorium, in a General Business (C-3) District, being Lot 1, Treme Subdivision, located at 2210 E. IH 2, Suites F & G. Applicant: Elizabeth Fregoso-Glass, Adoption of Ordinance #_____ – Cervantes
22. Conduct a public hearing and consideration of a Conditional Use Permit for an Event Center – Le Jardin, in a General Business (C-3) District, being Lot 1, J. Reyes Subdivision, located at 3009 N. Conway Avenue, Suite 5. Applicant: Nora Marroquin, Adoption of Ordinance #_____ – Cervantes
23. Conduct a public hearing and consideration of the adoption of an ordinance amending the code of ordinances Appendix A - Zoning, Article VIII – Use Districts and Conditional Uses, Section 1.36 (3) (L) – AO-I (Agricultural Open Interim Use District); Conditional Uses to add Bed & Breakfast and Event Centers to the list of possible conditional uses. Applicant: City of Mission, Adoption of Ordinance #_____ - Cervantes

CONSENT AGENDA

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

- 24. Approval of Minutes – Carrillo
Regular Meeting – September 23, 2025
- 25. Acknowledge Receipt of Minutes – Terrazas / A. Garcia
Ambulance Board Meeting – May 21, 2025
Civil Service Commission – September 15, 2025
Citizen's Advisory Committee – August 26, 2025
Shary Golf Course Advisory Board – August 6, 2025
Cimarron Public Improvement District – July 7, 2025
- 26. Approval of Addendum to the Professional Services Contract between City of Mission and Westwood to include required federal regulation provisions for the Astroland Climate Resilient Flood Risk Reduction Project- Elizalde
- 27. Approval of amended Memorandum of Understanding between Rio Grande Valley Texas Anti-Gang Program and the City of Mission Police Department – Torres
- 28. Authorization to participate in a Drone as First Responder trial program (BRINC MSI Takeoff Program) with BRINC & Motorola, at no cost to the city for the first year – Torres
- 29. Authorization to purchase uniforms for police officers, from Galls (Buy Board contract #773-25), totaling \$37,694.88 - Torres
- 30. Authorization is requested to purchase janitorial supplies and equipment from Gulf Coast Paper Company for the 2025–2026 fiscal year, utilizing BuyBoard Contract #747-24 - Mares
- 31. Authorization to Solicit Bids for Pest Control Services for the City of Mission Buildings - Mares
- 32. Approval of Annual Maintenance Renewal of Enforcement Mobile from Tyler Technologies for Fiscal Year 2025-2026, a sole source vendor, at a cost of \$45,707.38 - Ramirez
- 33. Authorization to Solicit for Bids for Striping/Pavement Markings and Crack Seal for the Public Works Department – Gonzalez
- 34. Authorization to Solicit for Bids for Sealcoat Services for the Public Works Department – Gonzalez
- 35. Authorize Mayor to execute a reimbursement agreement between the City of Mission and the Mission Economic Development Corporation related to the Mission Animal Shelter – T. Garcia

- [36.](#) Authorization to terminate contract for Right of Way Mowing and Maintenance Services with South Texas Landscapes, Irrigation and Pest Control, LLC Bid No. 23-323-04-14 - Bentsen
- [37.](#) Authorization to Solicit for bids for Right of Way Mowing and Maintenance Services - Bentsen
- [38.](#) Approval of Professional Services Consultant Contract for the Civil Service Director between the City of Mission and Jesse Lerma in accordance with Chapter 143 of the Texas Local Government Code to include administration of the City's 311 application – Garcia
- [39.](#) Approval of the yearly 2025-2026 maintenance renewal of ERP (Enterprise Resource Planning) Pro and Municipal Justice software from Tyler Technologies, a sole source vendor, at a cost of \$182,197.44 - Ramirez
- [40.](#) Approval of the yearly 2025-2026 maintenance renewal of Enterprise Public Safety from Tyler Technologies, a sole source vendor, at a cost of \$122,664.44 - Ramirez
- [41.](#) Authorization to Purchase Digital Water Meters Via Sole Source from Aqua Metric Sales Company – Terrazas
- [42.](#) Approval of Publicity and Tourism Agreement with the Greater Mission Chamber of Commerce, Inc. in the amount not to exceed \$350,000 from Hotel Motel Occupancy Tax and \$92,000 from the General Fund – Roman
- [43.](#) Approval of Resolution # _____ approving an Agreement between the City of Mission and the Boys and Girls Club of Mission, Inc. regarding the transition of the Club from a City department to an independent nonprofit entity operating as a 501(c)(3) - Venecia
- [44.](#) Authorization to execute a Reimbursement Agreement between the City of Mission and Mission Redevelopment Authority for the Inspiration Road Trunk Masterplan – Lift Station 10 Re-route Project – Terrazas
- [45.](#) Ratification of Work Authorization No. 28 with Melden and Hunt, Inc. for Lift Station No. 10 Re-Route Project in the amount of \$185,640.00, in accordance with the approved Reimbursement Agreement – Terrazas

APPROVALS AND AUTHORIZATIONS

- [46.](#) Plat Approval: Mayfair at Trinity, a Private Subdivision, being a 27.272 acre tract of land out of Lot 15-11, West Addition to Sharyland and out of Lots 1 and 4, and all of Lot 2 and 3, Rees Subdivision, Developer: Dolcan Development, Inc., Engineer: Melden & Hunt, Inc., - Cervantes
- [47.](#) Granting a Variance of Ordinance No. 2198 allowing Mission CISD fireworks display on Friday, October 31, 2025 for Homecoming festivities under the supervision of Mission Fire Department and Mission Fire Prevention - Silva
- [48.](#) Request of the implementation of a speed hump in the area of 3112 N. Cummings Ave., in accordance with the City of Mission Code of Ordinances, Division 5, Speed humps, Section 110.351 to Section 110.354 – Torres
- [49.](#) Authorization to enter a Memorandum of Understanding between the City of Mission Police Department and the Mission Doctors Group in the yearly amount of \$141,000.00 to be paid with the TxDOT Grant with in kind match from the city - Torres

- [50.](#) Authorization to accept grant award from the Office of the Governor for the FY26 Operation Lone Star Grant Program in the amount of \$350,040 - Torres
- [51.](#) Authorization to accept grant award from the Office of the Governor for the FY26 Rifle Resistant Body Armor Grant Program in the amount of \$194,862.48 - Torres
- [52.](#) Authorization to accept grant award from the Office of the Governor for the FY26 Border Zone Fire Department Grant Program in the amount of \$234,604.98 - Elizalde
- [53.](#) Authorization to accept grant award from the Office of the Governor for the FY26 First Responder Mental Health Program in the amount of \$70,000 with an in-kind match of \$17,500 - Elizalde
- [54.](#) Approval of Resolution No. _____ authorizing the submittal of a grant application for FY25 Office of Justice Programs Community-Based Violence Intervention and Prevention Initiative in the amount of \$1.5 million with no match requirement – Elizalde
- [55.](#) Authorization to award Bid for Housing Assistance Program RFB 25-710-09-17 HAP Phase HRH 24-I- Elizalde
- [56.](#) Approval of Sixth Amendment to the Interim Administrative Services Agreement with Mission Redevelopment Authority/Tax Reinvestment Zone #1 and the City of Mission – T. Garcia

UNFINISHED BUSINESS

None

EXECUTIVE SESSION

1. Closed session pursuant to Tex. Gov't Code Section 551.074 (Personnel Matters) Evaluation of Co-Interim City Managers relating to goals and objectives
2. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney), Section 551.072 (Real Property) related to Cimarron

RECONVENE

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

ADJOURNMENT

C E R T I F I C A T E

I, the undersigned City Secretary do certify that the above notice of meeting was posted on the bulletin board of City Hall, 1201 E. 8th Street, Mission, Texas on this the 7th day of October, 2025 and will remain posted continuously for at least three business days preceding the scheduled date of said meeting, in compliance with Chapter 551 of the Government Code.



Anna Carrillo, City Secretary

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

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

Notice is hereby given that on the **14th day of October, 2025** the City Council of the City of Mission will hold a regular meeting at 4:30 p.m. at 1201 E. 8th Street, Mission, Texas to consider the following matters. The subjects to be discussed are listed on the agenda, which is attached to and made a part of this Notice.

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

Texas Government Code Section:

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

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

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

On this the **7th day of October, 2025** this Notice was emailed to news media who had previously requested such notice and an original copy was posted on the bulletin board at City Hall, 1201 E. 8th Street on said date and will remain posted continuously for at least three business days preceding the scheduled date of said meeting, in compliance with Chapter 551 of the Government Code.



Anna Carrillo, City Secretary

Proclamation

City of Mission

Item 1.



WHEREAS, The Catholic Daughters of the Americas was instituted as an organization in 1903 for women with the purpose of growing in spirituality and working in faithful service and love for God; and

WHEREAS, Since its beginning, the Catholic Daughters have consistently and unselfishly used their God given talents and time to work for quality of life and defense of humanity; and

WHEREAS, Catholic Daughters have worked for social justice and show compassion for those in our parishes, community, nation, and world who are vulnerable, homeless, voiceless, and most in need; and

WHEREAS, Catholic Daughters participate in the March for Life, pray and work effortlessly to defend the right to Life at all stages from conception to natural death as designed by God's creation; and

WHEREAS, Sunday, October 19, 2025, has been designated by the National Board of the Catholic Daughters of the Americas as Catholic Daughter Sunday.

NOW, THEREFORE, we the City Council of the City of Mission do hereby recognize and commend the Catholic Daughters of the Americas for their faithful service, charitable works, and commitment to fostering unity, spirituality, and service within our community.

PROCLAIMED on this the 14th day of October 2025.

Norie Gonzalez Garza, Mayor

Jessica Ortega, Councilwoman

Ruben Plata, Mayor Pro Tem

Marissa Ortega Gerlach, Councilwoman

Alberto Vela, Councilman

Proclamation

City of Mission

Item 2.



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

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

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

WHEREAS, the 16th Annual Mission Pink Walk/Run for Breast Cancer Awareness & Treatment was held October 11 outside of Mission Regional Medical Center, with proceeds from this event helping to provide free mammogram screenings to uninsured women in the Mission area; and

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

NOW, THEREFORE we the City Council of the City of Mission do hereby, extend our deepest respect for survivors and those advocating for prevention and a cure and in so doing hereby proclaim October 2025 as

“BREAST CANCER AWARENESS MONTH”

PROCLAIMED on this the 14th day of October, 2025.

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 Greater Mission Chamber of Commerce stands as a powerful and essential Voice of Business for Mission, Western Hidalgo County, and the entire State of Texas; and

WHEREAS, for 79 years, the Greater Mission Chamber has demonstrated an unwavering commitment to our community, serving as the primary advocate for local enterprises, driving economic prosperity, promoting tourism, and fostering community development; and

WHEREAS, this dedicated work has been a driving force in key areas vital to our future, including expanding educational opportunities, championing crucial infrastructure improvements, developing new local leaders, and creating jobs through a positive vision for growth; and

WHEREAS, the Greater Mission Chamber of Commerce has achieved the distinction of National Accreditation through the U.S. Chamber of Commerce in 2025—a status held by only 3 percent of chambers nationwide—confirming its operational excellence, professional standards, and effective service to its members; and

WHEREAS, the Greater Mission Chamber of Commerce continues to be a strong and cooperative partner with the City of Mission, working collaboratively on endeavors that ensure the quality growth and long-term success of our local business environment;

NOW, THEREFORE, We the City Council of the City of Mission proclaim the week of October 13-17, 2025, as

CHAMBER OF COMMERCE WEEK

in the City of Mission, Texas, and encourage all citizens to recognize the pivotal contributions of the Greater Mission Chamber of Commerce to our community.

PROCLAIMED this the 14th day of October, 2025.

Norie Gonzalez Garza, Mayor

Jessica Ortega, Councilwoman

Ruben Plata, Mayor Pro Tem

Marissa Ortega Gerlach, Councilwoman

Alberto Vela, Councilman

Proclamation

City of Mission



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

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

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

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

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

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

NOW THEREFORE, we the City Council of the City of Mission do hereby proclaim October 2025 as: ***"National Animal Safety and Prevention Month"*** in Mission, Texas.

PROCLAIMED on this the 14th day of October, 2025

Norie Gonzalez Garza, Mayor

Jessica Ortega, Councilwoman

Ruben Plata, Mayor Pro Tem

Abiel Flores, Councilman

Alberto Vela, Councilman

Proclamation

City of Mission



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

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

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

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

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

NOW, THEREFORE, we the City Council of the City of Mission proclaim the month of October 2025 as:

NATIONAL CODE COMPLIANCE MONTH

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

PROCLAIMED on this 14th day of October, 2025.

Norie Gonzalez Garza, Mayor

Jessica Ortega, Councilwoman

Ruben Plata, Mayor Pro Tem

Marissa Gerlach, Councilwoman

Alberto Vela, Councilman

Proclamation

City of Mission



WHEREAS, domestic violence is a serious crime that violates a person's privacy, dignity, and security. It is a pattern of behavior in any relationship that is used to gain or maintain power and control over an intimate partner by using physical, emotional, sexual, and financial control; and

WHEREAS, the consequences of domestic violence are extensive, impacting not only those directly affected but also the broader community, both within our local area and globally, causing long-term physical, emotional, and social harm; and

WHEREAS, the Mission Police Department, in partnership with local organizations and agencies, is dedicated to raising awareness about domestic violence and the resources available for victims, aiming to provide support and education to the public; and

WHEREAS, we invite everyone to participate in awareness campaigns that educate the communities about the signs and consequences of domestic violence. You are welcome to wear any purple accessories or attire during October, symbolizing peace, courage, survival, honor, and personal dedication to Domestic Violence Awareness Month. We need everyone to stand together in the fight against domestic violence and support those who have been affected; and

WHEREAS, survivors of domestic violence have courageously taken the lead in advocating for safety and justice within their homes. It is crucial that we no longer view domestic violence as a silent epidemic but confront it and work together to eradicate it.

NOW THEREFORE, the members of the Mission City Council, on behalf of the citizens of Mission, do at this moment declare October 2025 to be Domestic Violence Awareness Month and urge all citizens to actively participate in scheduled activities and programs to work toward eradicating domestic violence, improving victim safety, and ensuring that those who commit acts of domestic abuse are held accountable for their actions against individuals and our community.

PROCLAIMED on this the 14th day of October, 2025.

Norie Gonzalez Garza, Mayor

Jessica Ortega, Councilwoman

Ruben Plata, Mayor Pro Tem

Marissa Ortega Gerlach, Councilwoman

Alberto Vela, Councilman



**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: October 14, 2025

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

AGENDA ITEM: Departmental Reports – Terrazas / A. Garcia

NATURE OF REQUEST:

Information Technology – September 2025

RGV State Cemetery – September 2025

Civil Service – September 2025

311 – September 2025

Grants – September 2025

CDBG – September 2025

City Secretary – September 2025

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *JP7 / AG*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



Information Technology

Departmental Report September 2025

Information Technology Department Overview

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

Equip new and existing units with new Technology

Equip units with in new in car video system, and tablet. 6 new units complete out of 15.

Work Orders

IT goal is to address tickets within 12 business hours. Priority work orders are worked on first. About 275 Work orders closed September 2025.

Technology Equipment and Application Inventory

Confirm all technology inventory city wide. About 50% Complete

Data Integrity

Review accounts on all systems. About 60% complete

Cyber Security Incident Response

Detection & analysis- Complete

Containment-Complete

Eradication & recovery-Complete

Post-incident activity- In Progress

Network Systems Administrator Position

Hire for Position. Complete

IT Policies and Procedures

In progress.

Strengthen Security Posture

In progress.



RIO GRANDE VALLEY STATE VETERANS CEMETERY

MONTHLY REPORT



RGV State Veterans Cemetery

2520 South Inspiration Road • Mission, Texas 78572

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



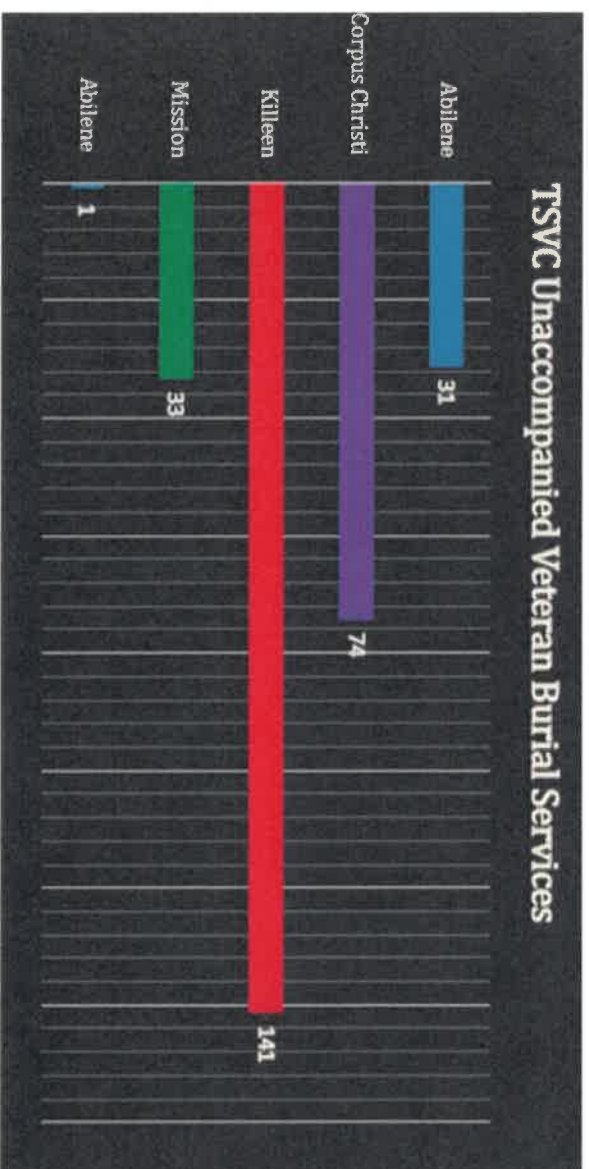
Interments September

Rio Grande Valley State Veterans Cemetery - (Mission)									
September - 2025	Double Depth	Standard	Columbarium	In Ground	Scatter Garden	Memorial Garden	Total		
Veterans	1	7	3	6	1		18		
Spouses	2	2	5				9		
Family Members							0		
Total	3	9	8	6	1	0	27		
Percentage of Total	11.11%	33.33%	29.63%	22.22%	3.70%	0.00%	100.00%		

Rio Grande Valley State Veterans Cemetery - Plot Availability and Utilization Report							
Estimate of Total Plots Planned for RGVSVSVC	Total Plots	Plots Utilized	Plots Available	% Utilized	% Available		
RGVSVSVC - Total Plots in Developed Areas	9,255	4,326	4,929	46.74%	53.26%		
RGVSVSVC - Availability of Castleed Burial Option in Developed Areas	Total Plots	Plots Utilized	Plots Available	% Utilized	% Available		
	4,430	2,476	1,954	55.89%	44.11%		
RGVSVSVC - Availability of Cremation Burial Option in Developed Areas	Total Plots	Plots Utilized	Plots Available	% Utilized	% Available		
	3,825	1,810	2,015	47.32%	52.68%		
RGVSVSVC - Availability of Memorial Plot Option in Developed Areas	Total Plots	Plots Utilized	Plots Available	% Utilized	% Available		
	1,000	40	960	4.00%	96.00%		



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



Current interments as of October 2025 -5194



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



Events and Ceremonies Information:
Veterans Day Event November 11, 2025, Time TBD
FYSA- Flag placement on all graves- no ceremony
Upcoming Events:
Wreath Laying Ceremony December 13, 2025 @ 9am



RGV State Veterans Cemetery

2520 South Inspiration Road • Mission, Texas 78572

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



Completed Projects:

Irrigation Audit for September 2025 completed
2020 File Migration Completed- pending VLB direction
2021 File Migration Completed- pending VLB direction
Water Conservation Action Plan –On-going 4/2024
Electronic Reporting on IPADs- for all staff (7)
Working on Section 31-Realignment & Resetting

One Day –Staff Development completed

Ongoing Projects Pending- VLB OAR-Funded:

Power washing areas with mold with the cemetery
Maintenance Tech II in training for 180 days-Training Plan
Winterization Plan Pending approval City of Mission
Working on Section 32-Realignment & Resetting
Removal of 30% non-usable equipment 11/24/2023
Prepping for NCA inspection 12/2025
Roof construction to commence –10/6/2025
CSR in training for 180 days-Pending Hire

Ongoing Projects Pending:

Monthly Irrigation Audit-replace broken lines/equipment
100% Pre-registration eligibility review-on going project
Headstone setting vehicle – revamp 4/2024 in use
Staff cross-training -2025
Clearing/Mowing of 43.17 acres on the NW side-48% done
Digital reporting option (for staff)- currently using this method
2022 File Migration pending completion 1/2025
Water Conservation Action Plan –On-going 1/2025
Irrigation Audit for September 2025 on-going
Maintenance Plan for 2025 on-going
Electronic Reporting on IPADs- PM Reporting for equipment
Current Internments 5194 as of October 2025

VLB Funded (In-Progress)

Re-alignment on 44 Flat Marker/ Headstone
100% Eligibility Review-Headstone Completed
Construction on Roof/Gates/Service Seals

VLB Funded (Pending)

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

VLB Funded (Approved)

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

VLB Funded (Received)

VLB Approved Road work inside the cemetery 4/28/2025

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

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
THROUGH: ANDY GARCIA, CO-CITY MANAGER
FROM: JESSE LERMA, CIVIL SERVICE DIRECTOR
SUBJECT: CIVIL SERVICE REPORT, SEPTEMBER 2025
DATE: SEPTEMBER 29, 2025

1. Mission Fire Department CPT's promotional examination was held on September 12, 2025. We had three (3) participants. Roberto Lopez will be promoted immediately. LT Roy Leal will remain #1 on the eligibility list.
2. Mission Fire Department is working on filling two (2) positions. We should be close to fully staffed by the end of October 2025.
3. Mission Fire Department has a LT's promotional examination set up for October 9, 2025. We have nine (9) participants.
4. Mission Police Department conducted an entry level examination on September 25, 2025. We had seventy-one (71) individuals that submitted applications. We had 61 individuals that showed up, with 57 passing and 18 of those certified police officers.
5. Mission Police Department is working on filling twenty (20) positions. We should be close to fully staffed by the end of 2025.
6. Mission Police Department CPL's promotional examination was held on September 18, 2025. We had twenty-four officers that signed up. We had twenty (20) show up with sixteen (16) passing. The following individuals will be promoted immediately:
 1. Michael Rosales
 2. Santiago Silva
 3. Virginia PassamentNadia Lopez will remain as #1 on the eligibility list.

THANKS



MEMO

Office of the Director of Environmental Health

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

To: Mayor and City Council
Through: Andy Garcia, Interim City Manager
From: Steven M. Kotsatos, Director of Health
Subject: September 2025 - 311 Monthly Report
Date: October 1, 2025

Dear Mayor and Council,

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

- We have a total of 1051 unique 311 cases that have been entered and addressed in the 311 GoGov software for the month of September 2025.
- We continue to On - Board City Departments to fully take advantage of this robust platform of customer service.

Thank you for your time and consideration.

Kindest Regards,

Steven Kotsatos



CITY OF
MISSION

Grants Activity Report- September 2025

Grant Name	Funding Agency	Department	Application Amount	Matching Amount	Due Date	Status
FY26 Project Safe Neighborhood	OOG	Police	\$ 250,000	None		Submitted-Tracking
FY25 SHSP LETPA	OOG	Police	\$ 50,000	None		Submitted-Tracking
FY25 SHSP Regular	OOG	Fire	\$ 200,527	None		Submitted-Tracking
FY25 SHSP Regular	OOG	Police	\$ 100,000	None		Submitted-Tracking
FY25 SHSP LETPA	OOG	Fire	\$ 158,900	None		Submitted-Tracking
FY26 Criminal Justice Program	OOG	Police	\$ 54,000	None		Submitted-Tracking
FY26 General Victim Assistance Program	OOG	Police	\$ 40,000	20%(In-Kind)		Submitted-Tracking
FY26 State Crisis Intervention	OOG	Police	\$ 74,500	None		Submitted-Tracking
FY26 Bullet Resistant Shields Program	OOG	Police	\$ 129,595	None		Submitted-Tracking
Community Wildfire Defense Grant	USDA	Fire	\$ 250,000	None		Submitted-Tracking
Resilient Communities Program	TX GLO	Planning	\$ 250,000	None		Submitted-Tracking
FY23 FMA-Spike and Jupiter Construction	TWDB/FEMA	Executive	\$ 9,056,388	10%		Submitted-Tracking
FY23 FMA-Astroland Construction	TWDB/FEMA	Executive	\$ 3,886,409	10%		Submitted-Tracking
Staffing For Adequate Fire and Emergency Response (SAFER)	FEMA	Fire	\$ 707,122	25/65		Submitted-Tracking
Fire Prevention and Safety (FP&S) Grant	FEMA	Fire	\$ 152,018	5%		Submitted-Tracking
Fire Service Grant	FM	Fire	TBD	None		In Progress

Grant Name	Funding Agency	Department	Application Amount	Award Amount	Matching Amount	Status
FY26 Rifle-Resistant Body Armor	00G	Police	\$ 278,747.10	\$ 194,862.48	None	Awarded/Active
FY26 Border Zone Fire Department	00G	Fire	\$ 250,000	\$ 234,604.98	None	Awarded/Active
FY Fire Responder Mental Health	00G	Fire	\$ 70,000	\$ 70,000	20% (In-Kind)	Awarded/Active
FY26 Operation Lone Star Grant	00G	Police	\$ 1,839,262.35	\$ 350,000	None	Awarded/Active
FY26 Body Worn Camera	00G	Police	\$ 37,500	\$ 28,125	25%	Awarded/Active
OVAG-Victim Services	OAG	Police	\$ 49,500	\$ 49,500	None	Awarded/Active
FY22 Building Resilient Infrastructure and Communities (Bric)	TDEM	Executive	\$ 415,000	\$ 404,710	25%	Awarded/Active
Energy Efficiency & Conservation Grant	DOE	Executive	\$ 140,450	\$ 140,450	None	Active/Awarded
Recreational Trails Grant	TPWD	Parks	\$ 250,000	\$ 250,000	20%	Awarded/Active
FY25 Rifle Resistant Body Armor	00G	Police	\$ 189,505	\$ 47,325	None	Awarded/Active
FY24 Operation Stonegarden	00G	Police	\$ 300,000	\$ 300,000	None	Award/Active
FY25 Project Safe Neighborhood	00G	Police	\$ 49,680	\$ 49,680	None	Awarded/Active
FY24 Edward Byrne Memorial Justice Assistance Grant (JAG)	BJA	Police	\$ 12,134	\$ 12,134	None	Awarded/Active
FY25 Local Border Security Program	00G	Police	\$ 180,000	\$ 180,000	None	Awarded/Active
DWI Phlebotomy Program Grant	TXDOT	Police	\$ 187,557.88	\$ 187,557.88	20%	Awarded/Active
FY22 FEMA Flood Mitigation Assistance (FMA)	TWDB	Executive	\$ 288,000	\$ 288,000	10%	Awarded/Active
FY23 COPS Hiring Program	DOJ COPS	Police	\$ 1,771,398.16	\$ 1,000,000	25%	Awarded/Active
FY23 Transportation Alternatives	RGV/MPO	Executive	\$ 200,000	\$ 200,000	25%	Awarded/Active
La Cuchilla Drainage Improvement Project	TXGLO	Executive	\$ 1,000,000	\$ 997,236.75	1%	Awarded/Active
Astroland Drainage Improvement Project	TXGLO	Executive	\$ 1,000,000	\$ 999,162	1%	Awarded/Active
Trail Connectivity Project	VBIF	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
Animal Welfare Organization	Petco Love	Health	\$ 50,000		None	Not Awarded
FY26 Operation Lone Star Grant	00G	Fire	\$ 1,741,496.50		None	Not Awarded
			Grand Total: \$	6,733,311.00		

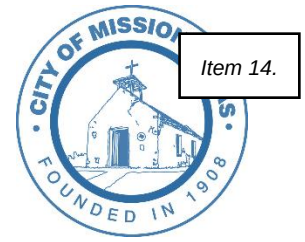
COMMUNITY DEVELOPMENT DEPARTMENT
PROGRESS REPORT FISCAL YEAR 10/01/2024 – 09/30/2025

AGENCY / DEPARTMENT / DESCRIPTION / BUDGET	AUGUST, 2025 - UNOFFICIAL				
	MONTHLY EXPENDITURE	ACCOMPLISHMENT	YEAR TO DATE	%	BALANCE
AMIGOS DEL VALLE - MEALS					
\$23,444.00	\$1,169.92	Agency submitted July request (\$1,169.92) exhausting the funding for this fiscal year.	\$23,444.00	100%	\$0.00
Funds will be utilized to provide meals to homebound seniors.		YTD: 19 clients served 2,814 meals.			
AREA AGENCY ON AGING					
\$5,000.00	\$280.00	Agency submitted July request (\$280.00) request & on 09/2/25 received August request (\$200.00) to exhaust funding for this fiscal year.	\$4,800.00	96%	\$200.00
Funds will be utilized to provide assist seniors with minor repairs/modifications and medical supplies.		YTD: 9 clients served			
C.A.M.P. UNIVERSITY					
\$3,000.00	\$0.00	Agency exhausted FY 24-25 funds.	\$3,000.00	100%	\$0.00
Funds will be utilized to provide day habilitation providing life skills for adults with special needs.		YTD: 13 clients served			
COMFORT HOUSE					
\$3,000.00	\$0.00	Agency exhausted FY 24-25 funds.	\$3,000.00	100%	\$0.00
Funds will be utilized to provide 24 hour palliative care to patients who have a prognosis of 4 months or less to live.		YTD: 6 clients served			
HOPE MEDICAL SERVICES					
\$1,000.00	\$1000.00	Agency re-submitted on 08/19/25 /request for May & June (\$1,000.00)—exhausting their funding for Fiscal Year 2024/2025.	\$1,000.00	100%	\$0.00
Funds will be utilized to provide medical services to uninsured and/or low income residents.		YTD: 4 client served			
CASA OF HIDALGO COUNTY, INC.					
\$1,000.00	\$0.00	Agency exhausted FY 24-25 funds.	\$1,000.00	100%	\$0.00
Funds will be utilized for expenses geneA9:A20d children.		YTD: 8 clients served			
CHILDREN'S ADVOCACY CENTER					
\$15,000.00	\$684.57	Agency submitted July request (\$684.57) totaling expenditures to \$7,925.30 (53%). Received letter de-obligating funds remaining.	\$7,925.30	53%	\$7,074.70
Funds will be utilized to provide counseling services for abused/neglected children and their families.		YTD: 90 clients served			
SILVER RIBBON					
\$3,000.00	\$685.78	Agency submitted July request (\$685.78) and on 09/18/25 received August request for (\$12.09) to exhaust fund for the fiscal year	\$2,987.91	100%	\$12.09
Funds will be utilized to provide assistance with rent, rent deposits, utilities, utility deposits, medications, physician/medical visits, eyeglasses, durable medical equipment.		YTD: 14 clients served			
AFFORDABLE HOMES OF SOUTH TX					
\$100,000.00	\$15,041.64	Agency submitted July request (\$15,041.64) and pending to receive the closing date and request for 2 additional applicants.	\$32,416.10	32.42%	\$67,583.90
Funding will be utilized to provide direct home ownership assistance with subsidizing mortgage principal.		YTD: 2 client served			
PARKS & RECREATION DEPARTMENT					
\$200,000.00	\$0.00	CDBG Section funded of project completed and pending to receive invoice	\$0.00	0%	\$200,000.00
Funds will be utilized to construct recreational Connectivity Trail Project.					
PUBLIC WORKS DEPARTMENT					
\$104,000.00	\$0.00	Project design phase completed and pending to receive invoice	\$0.00	0%	\$104,000.00
Funds will be utilized for the design of Astroland Storm Sewer Improvements Design Phase I					
\$32,000.00	\$0.00	Project completed and on 09/08/2025 received August invoice to be processed in September, exhausting project funds.	\$0.00	0%	\$32,000.00
Funds will be utilized for the design of Spikes Storm Sewer Improvements Design Phase I					
\$214,000.00	\$0.00	Project underway and on 09/08/2025 received August request for partial pymt. (\$61,750.00) and projects continues to be underway.	\$0.00	0%	\$214,000.00
Funds will be utilized for the design of Sanitary Sewer Improvements Design Phase I					
REHABILITATION	\$0.00	Two (2) applicants approval & preparing bid packets to bid out on projects.	\$0.00	0%	\$80,000.00
\$80,000.00					
PROGRAM ADMINISTRATION					
\$196,111.00	\$12,567.46	Oversight Expense of the CDBG Program.	\$135,491.40	69%	\$60,619.60
\$980,555.00					
	\$31,429.37		\$215,064.71	24%	\$667,677.40

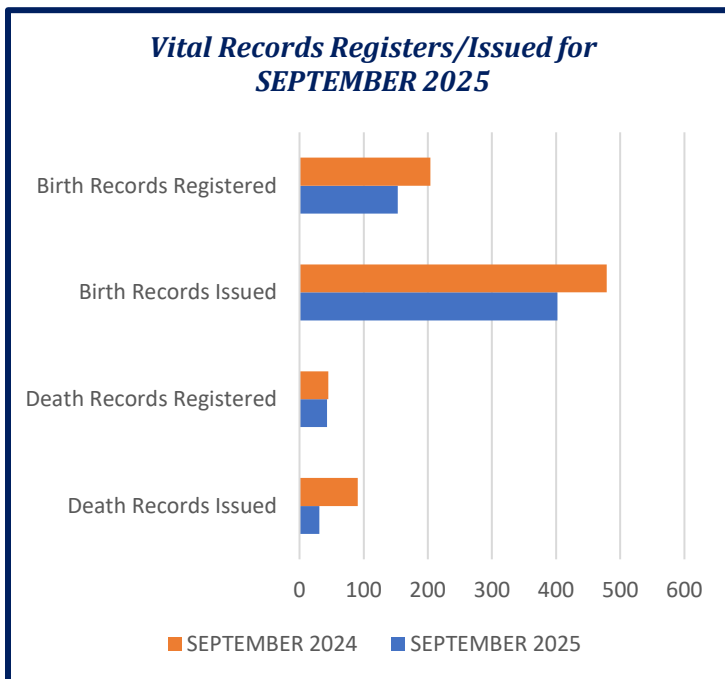
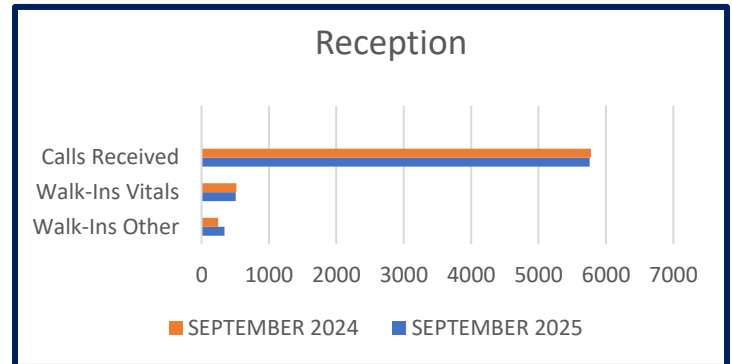
**COMMUNITY DEVELOPMENT DEPARTMENT
PROCESS REPORT CV AND CV-3
FISCAL YEAR 10/01/2024 - 09/30/2025 (FUNDING THRU 07/2026)**

PROGRESS REPORT CV		AUGUST, 2025 - UNOFFICIAL			
AGENCY / DEPARTMENT / DESCRIPTION / BUDGET	MONTHLY EXPENDITURE	ACCOMPLISHMENT	YEAR TO DATE	%	BALANCE
AFFORDABLE HOMES OF SOUTH TEXAS CV3	\$1,254.64	Agency submitted July's request for \$1,254.64. On 09/15/2025 agency submitted August's request for \$1,239.42 (99.82%) leaving a balance of \$52.95. YTD: 3 client assisted.	\$28,121.39	96%	\$1,292.37
\$29,413.76					
Funds will be utilized to provide rent and mortgage assistance to residents that have been affected by the pandemic COVID-19.					
MISSION FIRE DEPARTMENT CV3	\$985.53	Department submitted July's request for \$985.53. On 09/07/2025 received request for August in the amount of \$129.15 exhausting funds for the fiscal year.	\$4,863.98	97%	\$129.15
\$4,993.13					
Funds will be utilized to purchase equipment for emergency use at the shelter during declared disasters to serve the community affected by COVID19					
\$34,406.89	\$2,240.17		\$32,985.37	96%	\$1,421.52

CITY SECRETARY MONTHLY REPORT – SEPTEMBER 2025



<i>Reception</i>		
SEPTEMBER	2025	2024
Calls Received	5,758	5,776
Walk-Ins-Vitals	508	517
Walk-Ins Other Departments	340	245



<i>Vital Statistics</i>				
	SEPT. 2025	YTD 2025	SEPT. 2024	YTD 2024
Birth Records Registered	153	1683	204	1943
Birth Records Issued	402	6055	479	5752
Death Records Registered	43	514	45	522
Death Records Issued	31	733	91	990
Funds Received	\$9,578	\$149,148	\$10,385	\$141,786

<i>Cemetery</i>					
2024-2025	Laurel Hill	San Jose	Catholic	Baby Space	YTD 24/25
Burials	1	0	0	0	56
Sold Spaces	0	0	0	0	0
2023-2024	Laurel Hill	San Jose	Catholic	Baby Space	YTD 23/24
Burials	0	1	3	0	54
Sold Spaces	0	0	0	0	0



CITY OF
MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025

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

AGENDA ITEM: Conduct a public hearing and consideration of a rezoning request from Agricultural Open Interim District ("AO-I") to Large Lot Single-family Residential District ("R-1A"), being a 9.851 acre tract out of the South 12 acres out of the East 26.49 acres out of Lot 296, John H. Shary Subdivision, located along the West side of Taylor Avenue approximately 170 feet North of Mile 2 Road. Applicant, RGV Villa Development, LLC, Adoption of Ordinance #_____ - Cervantes

NATURE OF REQUEST:

Project Timeline:

- August 21, 2025 – Application for rezoning submitted for processing.
- September 4, 2025 – In accordance with State and local law notice of the required public hearings was mailed to all the property owners within a 200' radius of the subject tract and notice of hearings was published in the Progress Times.
- September 17, 2025 – Public hearing and consideration of the requested rezoning by the Planning and Zoning Commission.
- October 14, 2025 – Public hearing and consideration of the requested rezoning ordinance by the City Council.

Summary:

- The applicant is requesting to rezone the subject property from Agricultural Open Interim District ("AO-I") to Large Lot Single-family Residential District ("R-1A") to develop a single-family residential development.
- The irregular-shaped tract of land has 9.851 acres in area and measures 405.31 feet along N. Taylor Road and 358.4 feet along E. Mile 2 Road.
- The surrounding zones are Agricultural Open Interim (A-OI) to the West, Large Lot Single-family Residential (R-1A) to the North, Large Lot Single-family Residential (R-1A), Single-family Residential (R-1), Agricultural Open Interim (A-OI), Office Building (C-1) to the South, and outside the city limits to the East.
- The surrounding land uses include single-family homes in all directions and an office building with parking at the Northwest corner of Mile 2 and N. Taylor Roads.
- The subject property has stables and is vacant.
- The Future Land Use Map shows the property designated for lower density residential uses. The requested rezoning is in line with the comprehensive plan designation.

- Notices were mailed to 40 surrounding property owners. Planning staff received no phone calls from the surrounding property owners.

STAFF RECOMMENDATION:

Staff recommends approval to the rezoning request.

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *JP7*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A REZONING A 9.851 ACRE TRACT OUT OF THE SOUTH 12 ACRES OUT OF THE EAST 26.49 ACRES OUT OF LOT 296, JOHN H. SHARY SUBDIVISION, LOCATED ALONG THE WEST SIDE OF TAYLOR AVENUE APPROXIMATELY 170 FEET NORTH OF MILE 2 ROAD, FROM AO-I (AGRICULTURAL OPEN INTERIM DISTRICT) TO R-1A (LARGE LOT SINGLE FAMILY DISTRICT)

WHEREAS, the City Council of the City of Mission finds that during consideration of the rezoning request on Wednesday, September 17, 2025, the Planning and Zoning Commission of the City of Mission upon duly recognized motion and second, voted to recommend to the City Council that the rezoning shown below be granted.

WHEREAS, The City Council of the City of Mission held a public hearing at 4:30 p.m. Tuesday, October 14, 2025, in the Council Chambers of the City Hall to consider the following rezoning:

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

Legal Description	From	To
A 9.851 acre tract out of the South 12 acres out of the East 26.49 acres out of Lot 296, John H. Shary Subdivision	AO-I	R-1A

READ, CONSIDERED AND PASSED, this the 14th day of October, 2025.

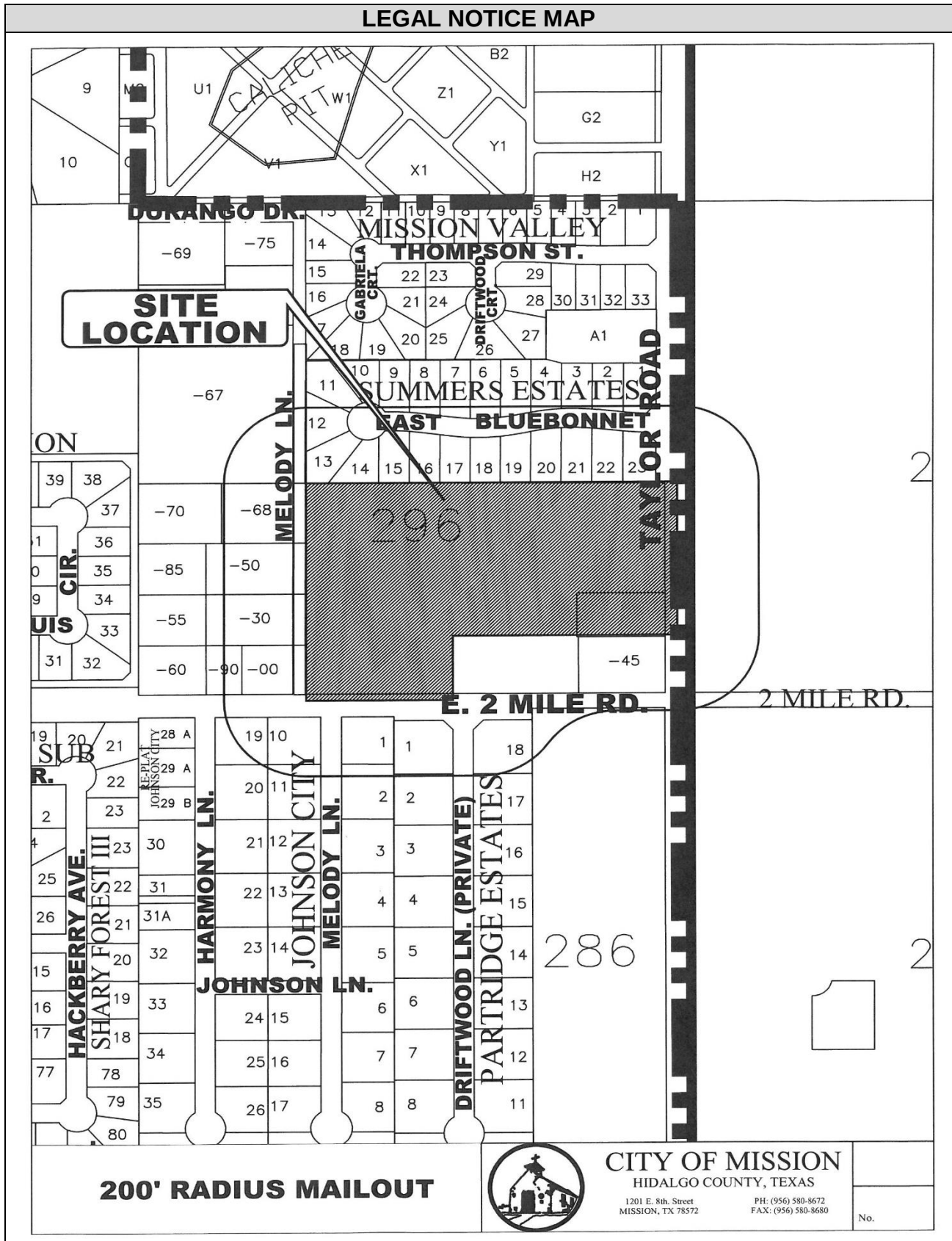
Norie Gonzalez Garza, Mayor

ATTEST:

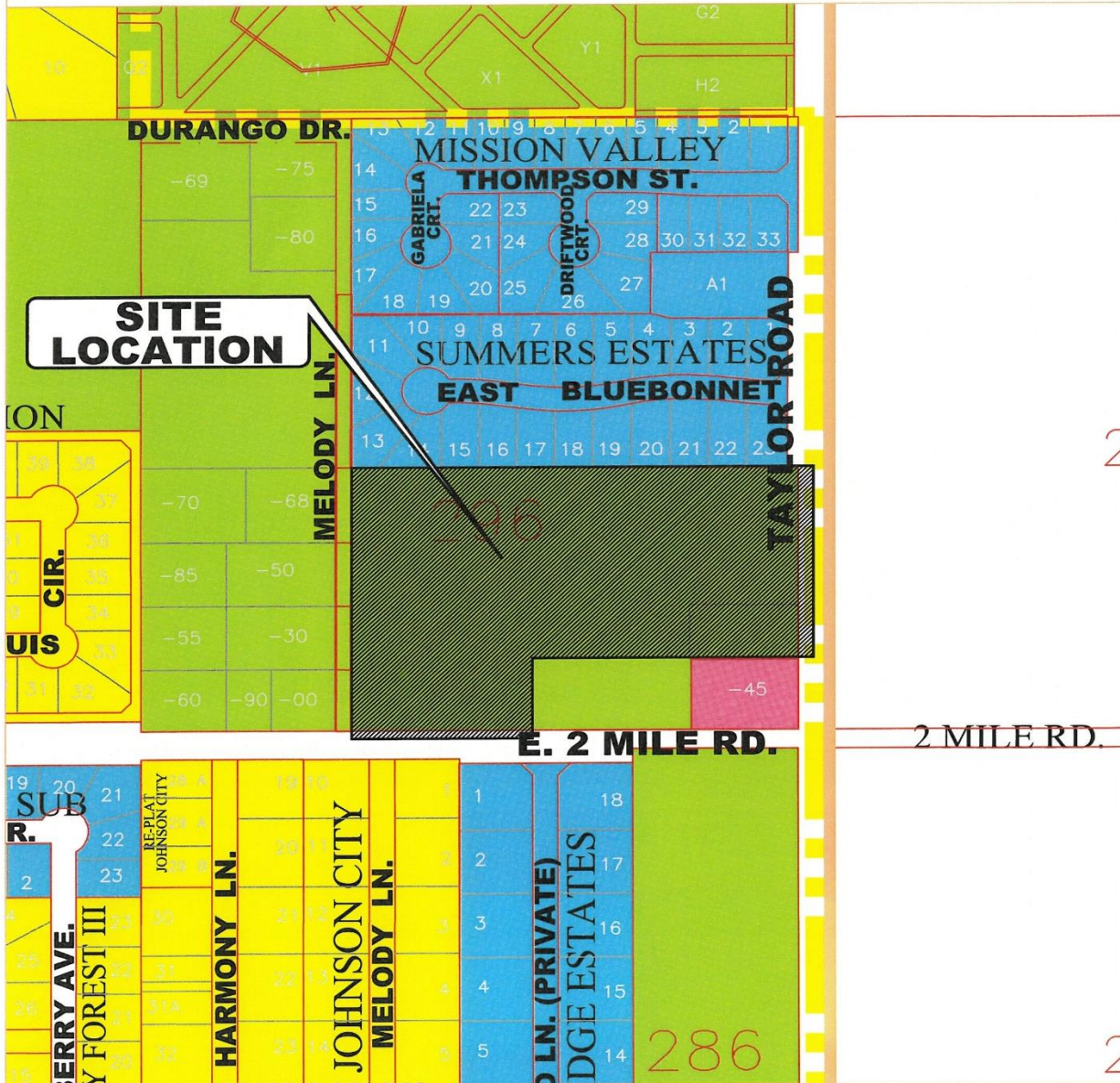
Anna Carrillo, City Secretary

EXHIBT "A"





ZONING MAP



ZONING LEGEND

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

AERIAL



PROPERTY SURVEY

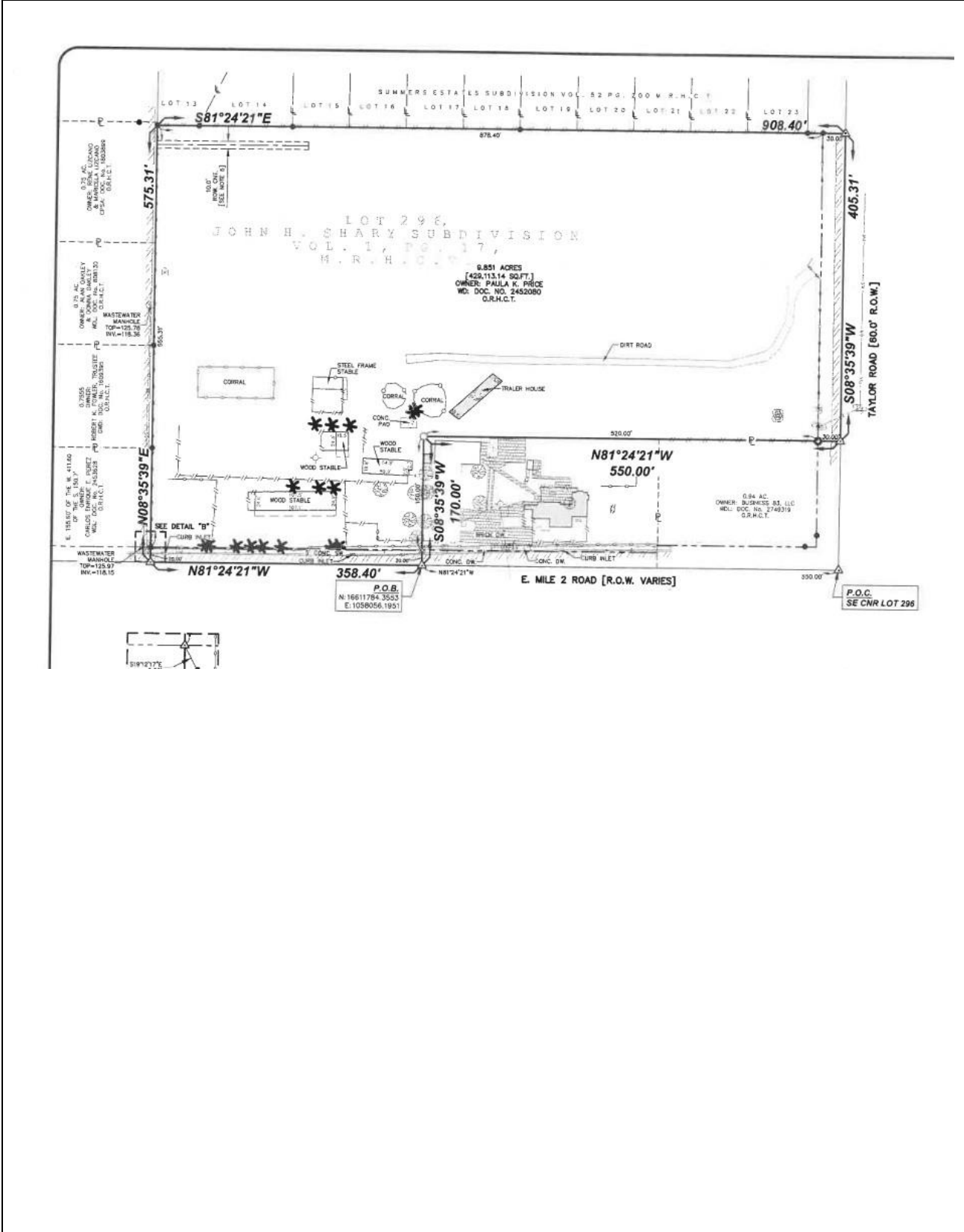


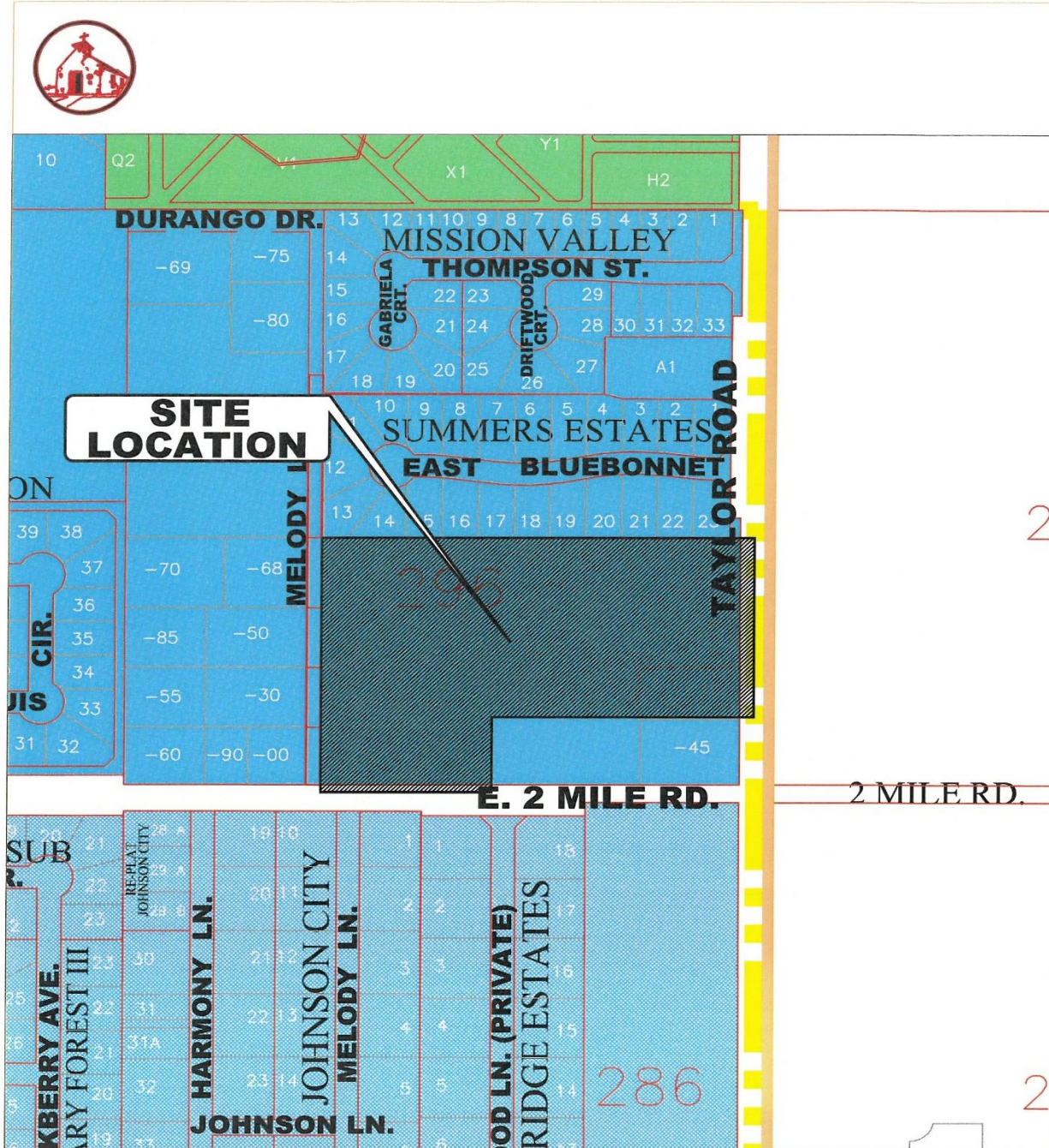
PHOTO OF THE PROPERTY FROM TAYLOR ROAD



PHOTO OF THE PROPERTY FROM MILE 2 ROAD



FUTURE LAND USE MAP



FUTURE LAND USE MAP

- | | | | |
|---|-------------------------------|---|----------------------------------|
|  | - LD - Low Density Res. |  | - GC - General Commercial |
|  | - LDA - Lower Density Res. |  | - HC - Heavy Commercial |
|  | - MD - Moderate Density Res. |  | - I - Industrial |
|  | - HD - High Density Res. |  | - P - Public |
|  | - ● - Neighborhood Commercial |  | - PUD - Planned Unit Development |

MAILOUT LIST

PROP_ID	name	addrDelive	addrCity	addrState	addrZip
790096	GONZALEZ JOSE ANGEL JR & MIA	3104 DRIFTWOOD LN	MISSION	TX	78574-5623
790097	RIVERA RICARDO URZUA				
790079	PARTRIDGE ESTATES HOA INC	2915 DRIFTWOOD DR	MISSION	TX	78574-5181
498640	GARCIA JOSE F CAVAZOS	3107 MELODY LN	MISSION	TX	78574-9785
498639	SANCHEZ DANIEL & LORI TALAMANTEZ	3109 MELODY LN	MISSION	TX	78574
790081	BELTAN ALONZO & MARIA ELENA	3105 DRIFTWOOD LN	MISSION	TX	78574-5635
790080	FUENTES JOSE JESUS & MARIA EVA	3107 DRIFTWOOD LN	MISSION	TX	78574-5635
281585	RGV VILLA DEVELOPMENT LLC	123 VILLA ST	MISSION	TX	78572
281584	GARZA ANTONIO GERARDO	2709 E MILE 2 RD	MISSION	TX	78574-9067
716965	PADILLA KEITH A & CATHRYN V	2600 E BLUEBONNET LN	MISSION	TX	78573-9319
1131914					
716974	GARCIA RUBY DIANE	2802 E BLUEBONNET LN	MISSION	TX	78573-9321
716975	MARTINEZ ROSENDO E & JIMENA A CANTU MORENO	2801 E BLUEBONNET LN	MISSION	TX	78573-9307
716976	DAVILA ISMAEL JR	4909 W SYCAMPRE	MCALLEN	TX	78501
716960	GARCIA ELIZABETH TREVINO	2703 E BLUEBONNET LN	MISSION	TX	78573-9320
716967	TREVINO NICOLAS	2908 N 42ND LN	MCALLEN	TX	78501-3416
716964	GARCIA ADRIAN A	2601 E BLUEBONNET LN	MISSION	TX	78573-9301
716959	SILVA GILBERTO JR & LAURA M MCDONALD	2705 E BLUEBONNET LN	MISSION	TX	78573-9320
716970	RICHARDSON DONALD R & ROSALINA V	2702 E BLUEBONNET LN	MISSION	TX	78573-9306
716968	OLACIO RAFAEL	2606 E BLUEBONNET LN	MISSION	TX	78573-9319
716961	THOMPSON CHRISTOPHER & IRENE	2701 E BLUEBONNET LN	MISSION	TX	78573-9320
716958	DEL CANTO PROPERTIES LLC	2536 E GRIFFIN PKWY	MISSION	TX	78572
716971	RICHARDSON CHARLES L & NANCY	2211 SUMMER BREEZE RD	MISSION	TX	78572
716969	FOWLER DOUGLAS WADE & LIZAN DENICE	2700 E BLUEBONNET LN	MISSION	TX	78573-9306
716973	TRAN PHUONG DINH & MARIA V MEDINA	2800 E BLUEBONNET LN	MISSION	TX	78573-9321
716962	BHATT DAVID YOGESH	2603 E BLUEBONNET LN	MISSION	TX	78573-9301
716954	ALANIZ LUDIVINA	2807 E BLUEBONNET LN	MISSION	TX	78573-9307
716955	SALAZAR GISELA IVETH	2805 E BLUEBONNET LN	MISSION	TX	78573-9307
281592	LIZCANO RENE & MARICELA	3213 MELODY LN	MISSION	TX	78574-5184
281577	PEREZ CARLOS ENRIQUE E & CLARA LUZ BERLANGA BOLADO	2617 E MILE 2 RD	MISSION	TX	78574-9338
281591	DOMINICI PAUL GIOVANNI & KATHIA D LOPEZ	3311 MELODY LANE	MISSION	TX	78574
281598	SEWELL SOPHIA	2510 BRENTWOOD DR	MISSION	TX	78572-4706
281587	OAKLEY ALAN & DONNA	3209 MELODY LN	MISSION	TX	78574-5184
281583	TORRES NORMA A & ISRAEL JR	2509 E MILE 2 RD	MISSION	TX	78574
281586	BUSINESS 83 LLC	305A N SHARY RD	MISSION	TX	78572-2025
716972					
498649	SOLANO VICENTE JR & PAJITA	3108 MELODY LN	MISSION	TX	78574-9784
498650	NOGUEZ ISMAEL JR	3106 MELODY LANE	MISSION	TX	78574-9784
498659	KING'S WAY MISSIONARY INT INC	3106 HARMONY LN	MISSION	TX	78574-9341
716956	DAVILA MARIA CONCEPCION	2803 E BLUEBONNET LN	MISSION	TX	78573
641626	ENRIQUE OLIVAREZ CONSTRUCTION INC	1013 N 23RD ST	MCALLEN	TX	78501-7497
716953	SUMMERS ESTATE ASSOC INC	2701 E BLUEBONNET LN	MISSION	TX	78573-9320



CITY OF
MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025

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

AGENDA ITEM: Conduct a public hearing and consideration of a rezoning request from Agricultural Open Interim District ("AO-I") to Single-family Residential District ("R-1"), being a 26.65-acre tract of land being a part of Lot 29-9, West Addition to Sharyland Subdivision, located along the East side of Mayberry Road, approximately 104 feet South of Sonoma Ranch Street. Applicant, Carlos I. Garza, Adoption of Ordinance # _____ - Cervantes

NATURE OF REQUEST:

Project Timeline:

- August 21, 2025 – Application for rezoning submitted for processing.
- September 4, 2025 – In accordance with State and local law, notice of the required public hearings was mailed to all the property owners within a 200' radius of the subject tract and notice of hearings was published in the Progress Times.
- September 17, 2025 – Public hearing and consideration of the requested rezoning by the Planning and Zoning Commission.
- October 14, 2025 – Public hearing and consideration of the requested rezoning ordinance by the City Council.

Summary:

- The applicant is requesting to rezone the subject property from Agricultural Open Interim District ("AO-I") to Single-family Residential District ("R-1") to develop a single-family residential development.
- The irregular-shaped tract of land has 26.65 acres in area and measures 179.64 feet along N. Mayberry Road. The property is located just south of the recently recorded Sonoma Ranch Phase 1 Subdivision.
- The surrounding zones are Agricultural Open Interim (A-OI) to the South and West, Single-family Residential (R-1) to the North and Large Lot Single-family Residential (R-1A) to the East.
- The surrounding land uses include vacant single-family lots to the North and East and an irrigation canal to the South and West. In addition, there are existing single-family homes to the West and South.
- The subject property is vacant.
- The Future Land Use Map shows the property designated for low density residential uses. The requested rezoning is in line with the comprehensive plan designation.

- Notices were mailed to 28 surrounding property owners. Planning staff received one phone call from one of the surrounding property owners. The person expressed a desire for the property to be zoned R-1A instead of R-1.

STAFF RECOMMENDATION:

Staff recommends approval to the rezoning request.

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *JP7*

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A REZONING A 26.65 ACRE TRACT OF LAND BEING A PART OF LOT 29-9, WEST ADDITION TO SHARYLAND SUBDIVISION, LOCATED ALONG THE EAST SIDE OF MAYBERRY ROAD, APPROXIMATELY 104 FEET SOUTH OF SONOMA RANCH STREET, FROM AO-I (AGRICULTURAL OPEN INTERIM DISTRICT) TO R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)

WHEREAS, the City Council of the City of Mission finds that during consideration of the rezoning request on Wednesday, September 17, 2025, the Planning and Zoning Commission of the City of Mission upon duly recognized motion and second, voted to recommend to the City Council that the rezoning shown below be granted.

WHEREAS, The City Council of the City of Mission held a public hearing at 4:30 p.m. Tuesday, October 14, 2025, in the Council Chambers of the City Hall to consider the following rezoning:

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

Legal Description	From	To
A 26.65-acre tract of land being a part of Lot 29-9, West Addition to Sharyland Subdivision	AO-I	R-1

READ, CONSIDERED AND PASSED, this the 14th day of October, 2025.

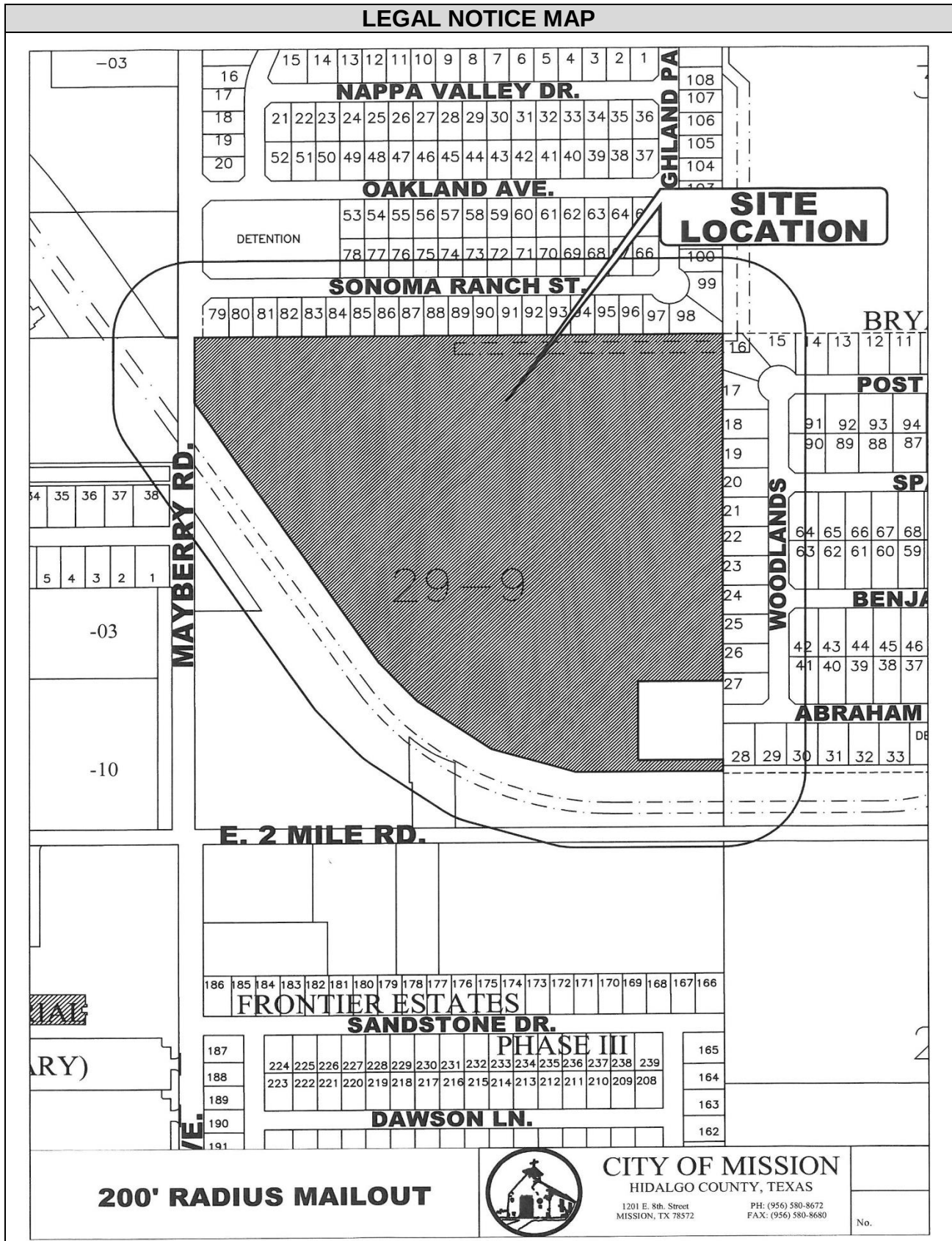
Norie Gonzalez Garza, Mayor

ATTEST:

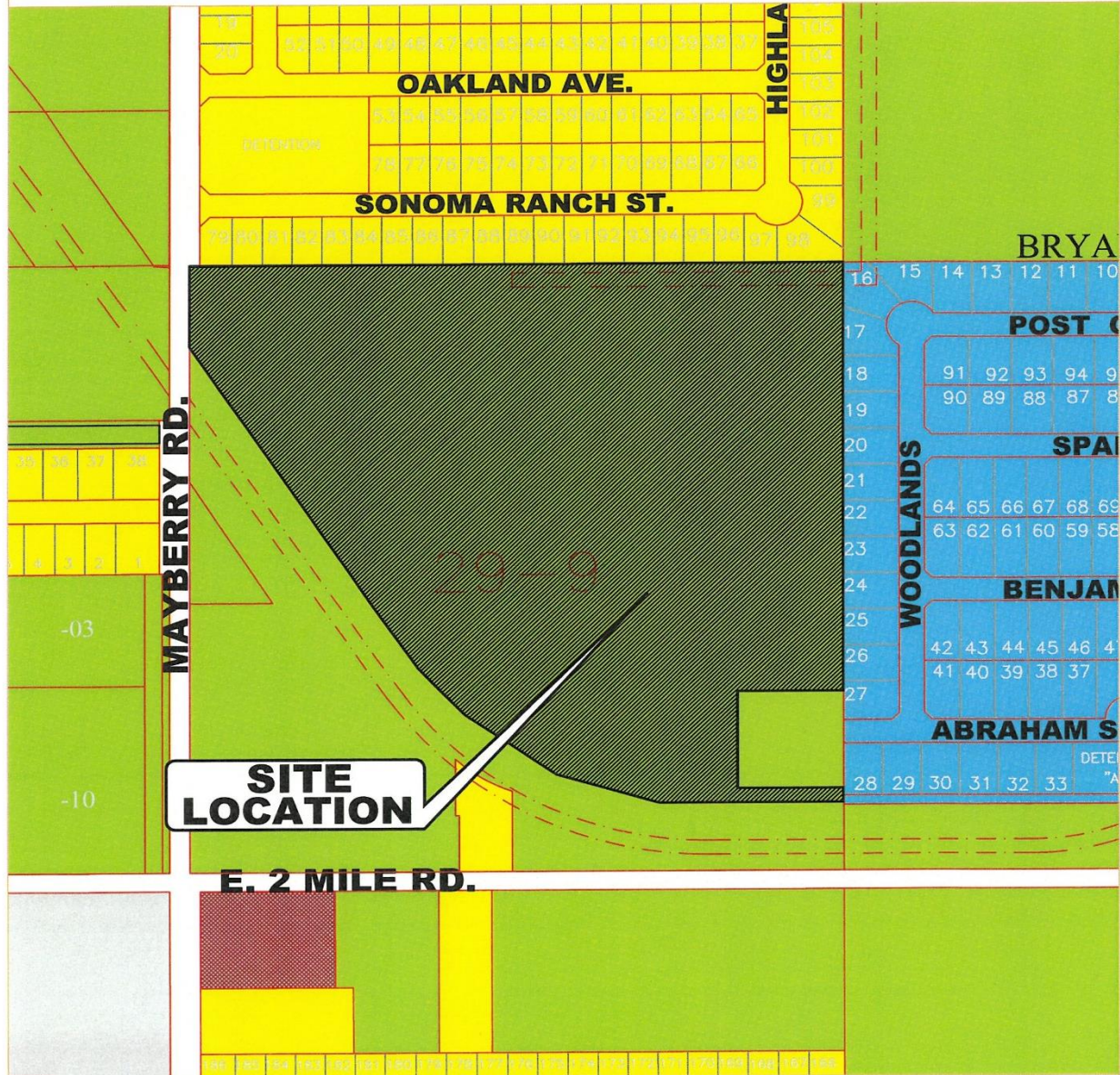
Anna Carrillo, City Secretary

EXHIBT "A"





ZONING MAP



ZONING LEGEND

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

AERIAL



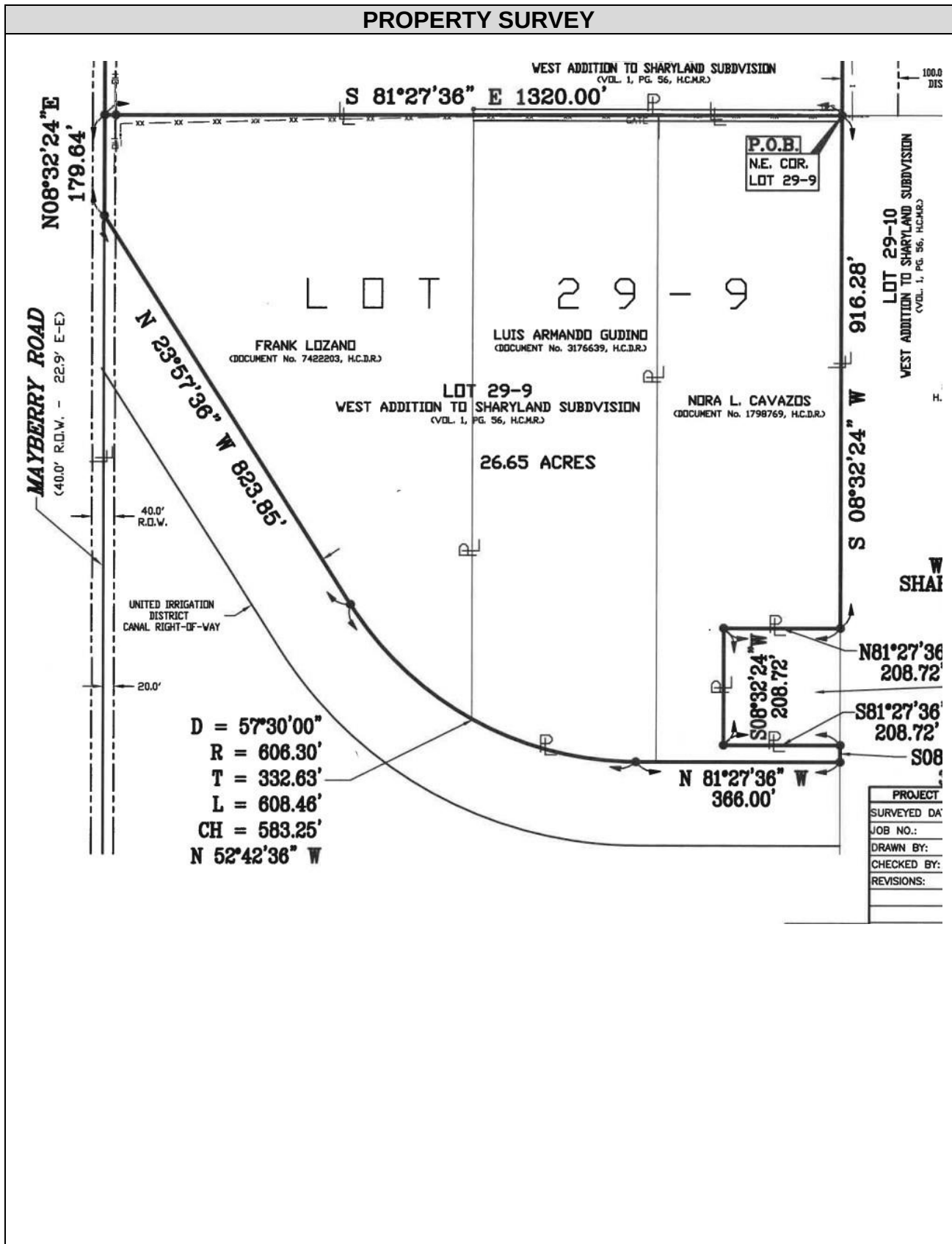
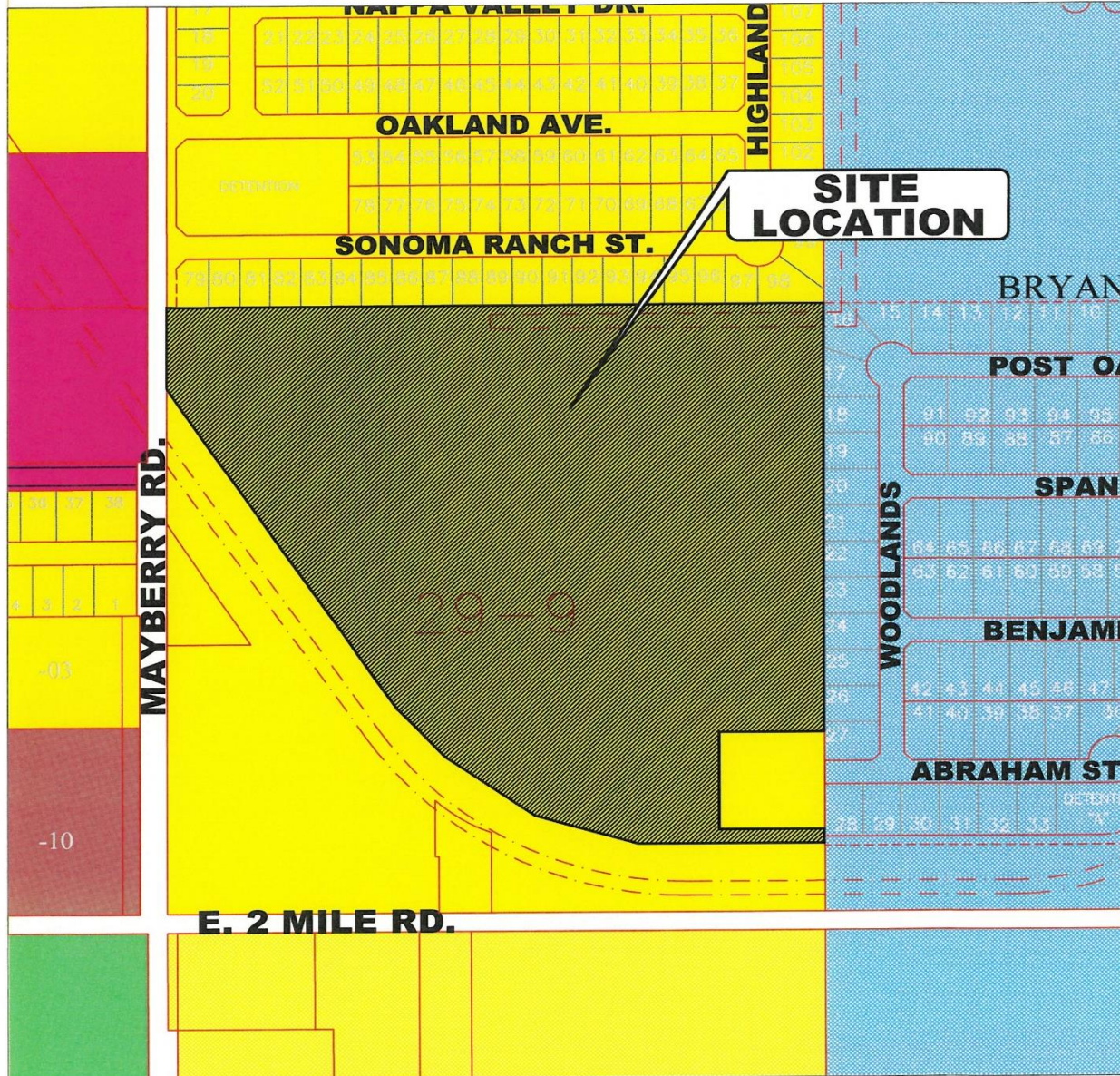


PHOTO OF THE SUBJECT PROPERTY



FUTURE LAND USE MAP



FUTURE LAND USE MAP

- | | |
|------------------------------|----------------------------------|
| - LD - Low Density Res. | - GC - General Commercial |
| - LDA - Lower Density Res. | - HC - Heavy Commercial |
| - MD - Moderate Density Res. | - I - Industrial |
| - HD - High Density Res. | - P - Public |
| - Neighborhood Commercial | - PUD - Planned Unit Development |

MAILOUT LIST

PROP_ID	name	addrDelive	addrCity	addrState	addrZip
317287	FIGUEROA SARA H SALINAS	1410 S BUNNY ST	ALTON	TX	78573
317285	ESCAMILLA ERNESTO & HERMELINDA	3300 N MAYBERRY RD	MISSION	TX	78572
317283	AVILA JUAN CARLOS & CRYSTAL G	400 SOLAR DR	MISSION	TX	78574-2375
317281	BURT GARY C	901 E MILE 2 RD	MISSION	TX	78574-1715
317284	SALINAS SERGIO & SONIA	1410 S BUNNY ST	ALTON	TX	78573-6852
317289	WALDO LUIS DANIEL & ALLISON NICHOLE CAVAZOS	910 JAY DR NORTH	PALMHURST	TX	78573-3766
317288	LOZANO FRANK & SAN JUANITA	10334 N 23RD LN	MCALLEN	TX	78504-6325
717016	CASTANEDA IRIS E & JESUS A	707 RAMIREZ LN	MISSION	TX	78573-8710
317416	MARES NOE	3505 N BRYAN RD	MISSION	TX	78573-1349
317272	VILLARREAL RAFAEL & MARIA YNOCENCIA G O	3309 N MAYBERRY RD	MISSION	TX	78573-1344
658540	PUEBLO DE PAZ APARTMENTS	175 POWDER FOREST DR	WEATOGUE	CT	06089-7902
317410	RD SONOMA RANCH LLC	300 JAY AVE	MCALLEN	TX	78504
317405	BALLI AARON	120 E GRIFFIN PKWY	MISSION	TX	78572
317291	CAVAZOS NORA L	1229 LINDBERG ST	PALMHURST	TX	78573-1354
317290	LOZANO VICENTE & SAN JUANITA	1206 E MILE 2 RD	MISSION	TX	78574-1752
317280	GUDINO LUIS ARMANDO & JANETTE CAVAZOS	8416 ZURICH AVE	MISSION	TX	78573-3888
317205	VILLARREAL FERMIN & M A	916 EAST MILE 2 RD	MISSION	TX	78574-1715
317218	GONZALEZ JULIAN J & SELMA	1204 E MILE 2 RD	MISSION	TX	78574-1752
317213	GONZALEZ JULIAN J & SELMA	1204 E MILE 2 RD	MISSION	TX	78574-1752
317286	SALINAS SERGIO HERNAN	3226 N MAYBERRY RD	MISSION	TX	78573-1345
317292	FORTIS LAND COMPANY LLC	222 W UNIVERSITY DR	EDINBURG	TX	78539-3301
1202697	BALLI AARON H JR	923 HOLLYFIELD	MISSION	TX	78572-3614
1375378	BAKER WILLIAM M	516 S GLASSCOCK BLVD	ALTON	TX	78573
1375380	ESCAMILLA ERNESTO & HERMELINDA	3300 N MAYBERRY RD	MISSION	TX	78572
1375381	FIGUEROA SARA H SALINAS	1410 S BUNNY ST	ALTON	TX	78573
1375379	SALINAS SERGIO HERNAN	3226 N MAYBERRY RD	MISSION	TX	78573-1345
1375461	WALDO LUIS DANIEL & ALLISON NICHOLE CAVAZOS	910 JAY DR NORTH	PALMHURST	TX	78573-3766
1380775	BALLI AARON H JR	1624 E GRIFFIN PARKWAY	MISSION	TX	78572-3180



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025

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

AGENDA ITEM: Conduct a public hearing and consideration of a rezoning request from Single-family Residential District ("R-1") to Multi-family Residential District ("R-3"), being a 0.6026 of one acre tract of land out of Lot 182, John H. Shary Subdivision, located at 200 N. Glasscock. Applicant, Jose R. & Veronica L. Gonzalez, Adoption of Ordinance #_____ - Cervantes

NATURE OF REQUEST:

Project Timeline:

- August 21, 2025 – Application for rezoning submitted for processing.
- September 4, 2025 – In accordance with State and local law notice of the required public hearings was mailed to all the property owners within a 200' radius of the subject tract and notice of hearings was published in the Progress Times.
- September 17, 2025 – Public hearing and consideration of the requested rezoning by the Planning and Zoning Commission.
- October 14, 2025 – Public hearing and consideration of the requested rezoning ordinance by the City Council.

Summary:

- The applicant is requesting to rezone the subject property from Single-family Residential District ("R-1") to Multi-family Residential District ("R-3") to develop an apartment complex.
- The tract of land has 0.6026 acres in area and measures 150 feet along Glasscock Road and has a depth of 175 feet.
- The surrounding zones are Neighborhood Commercial (C-2) to the North, Single-family Residential (R-1) to the West and South, and Multi-family Residential (R-3) to the East.
- The surrounding land uses include single-family homes to the West, North and South. The land uses to the East include apartments.
- The subject property is vacant.
- The Future Land Use Map shows the property designated for low density residential uses. The requested rezoning is not in line with the comprehensive plan, but staff feels that the area is in transition to multi-family residential uses.
- In January 2021, there was an attempt to rezone the property to R-3, but due to opposition from the surrounding property owners, the application was denied by the City Council. Subsequently In April of 2023, the property across the street to the East

was rezoned from R-2 to R-3 and was later developed as a subdivision for apartments. The property to the North was zoned Neighborhood Commercial (C-2) prior to the year 2012.

- Notices were mailed to 23 surrounding property owners. Planning staff received no phone calls in opposition to the rezoning.

STAFF RECOMMENDATION:

Staff recommends approval to the rezoning request.

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *JP7*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

 AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A REZONING A 0.6026 OF ONE ACRE TRACT OF LAND OUT OF LOT 182, JOHN H. SHARY SUBDIVISION, LOCATED AT 200 N. GLASSCOCK, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-3 (MULTI-FAMILY RESIDENTIAL DISTRICT)

WHEREAS, the City Council of the City of Mission finds that during consideration of the rezoning request of Wednesday, September 17, 2025, the Planning and Zoning Commission of the City of Mission upon duly recognized motion and second, voted to recommend to the City Council that the rezoning shown below be granted.

WHEREAS, The City Council of the City of Mission held a public hearing at 4:30 p.m. Tuesday, October 14, 2025, in the Council Chambers of the City Hall to consider the following rezoning:

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

Legal Description	From	To
A 0.6026 of one acre tract of land out of lot 182, John H. Shary Subdivision	R-1	R-3

READ, CONSIDERED AND PASSED, this the 14th day of October, 2025.

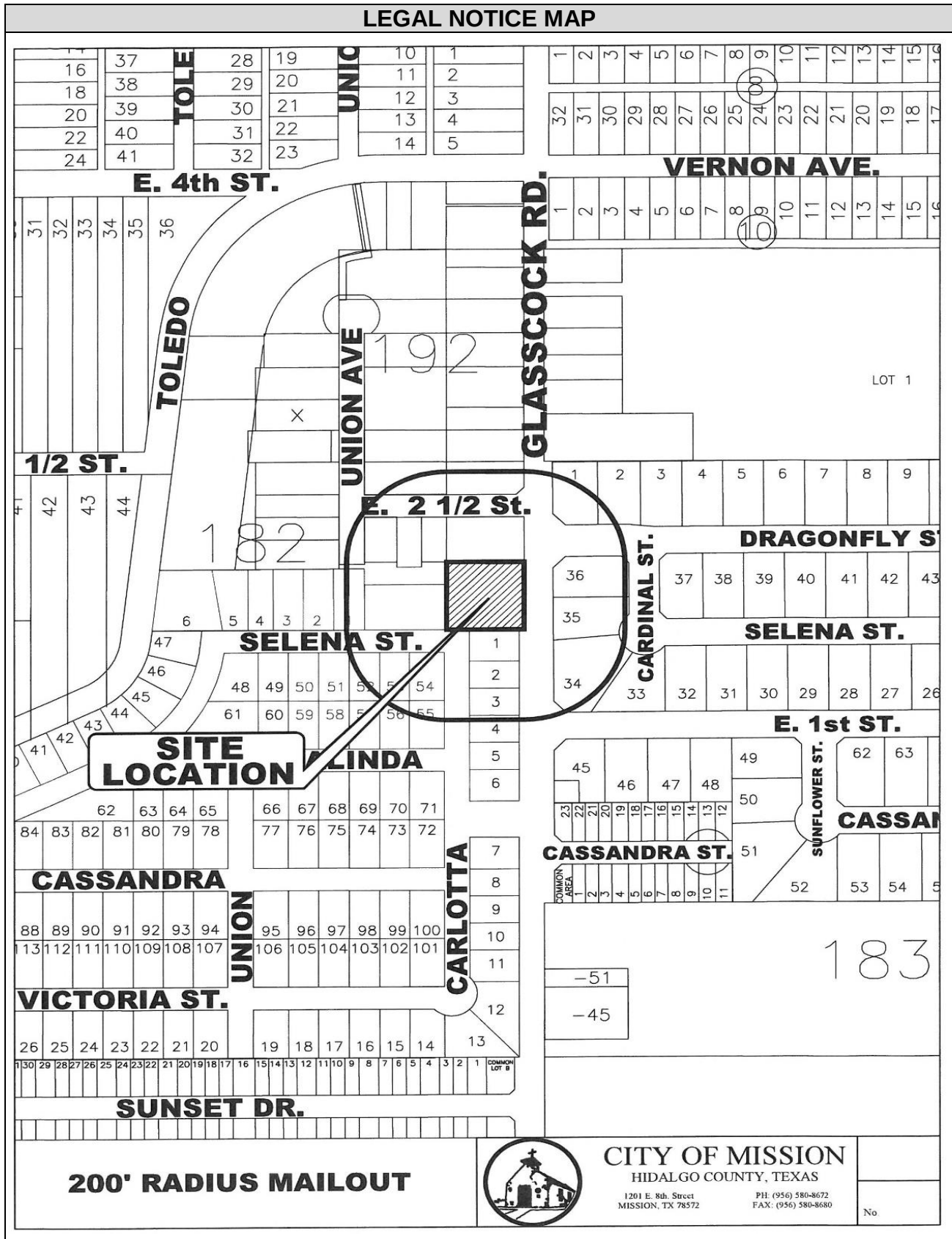
Norie Gonzalez Garza, Mayor

ATTEST:

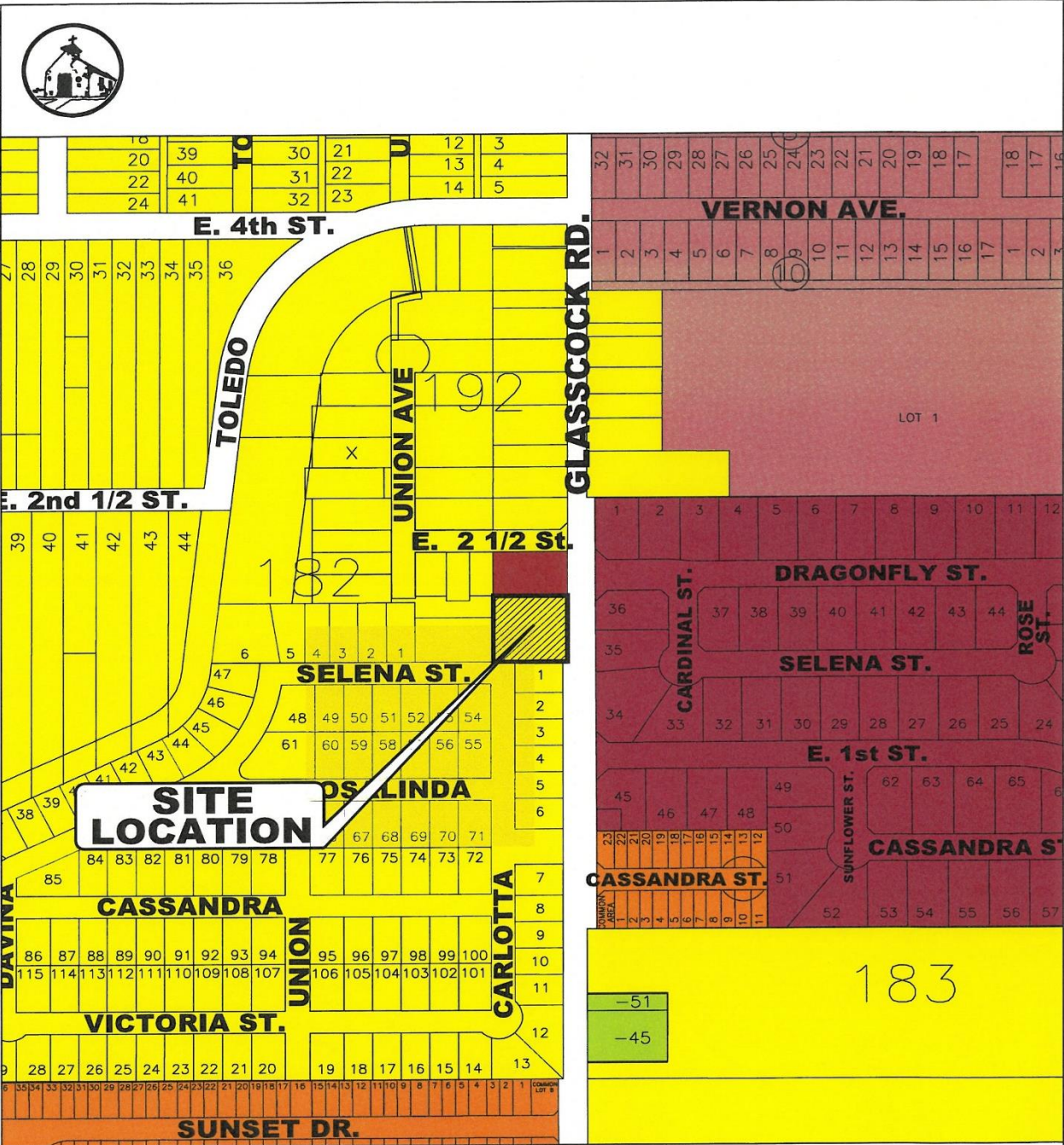
Anna Carrillo, City Secretary

EXHIBT "A"





ZONING MAP



ZONING LEGEND

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

AERIAL



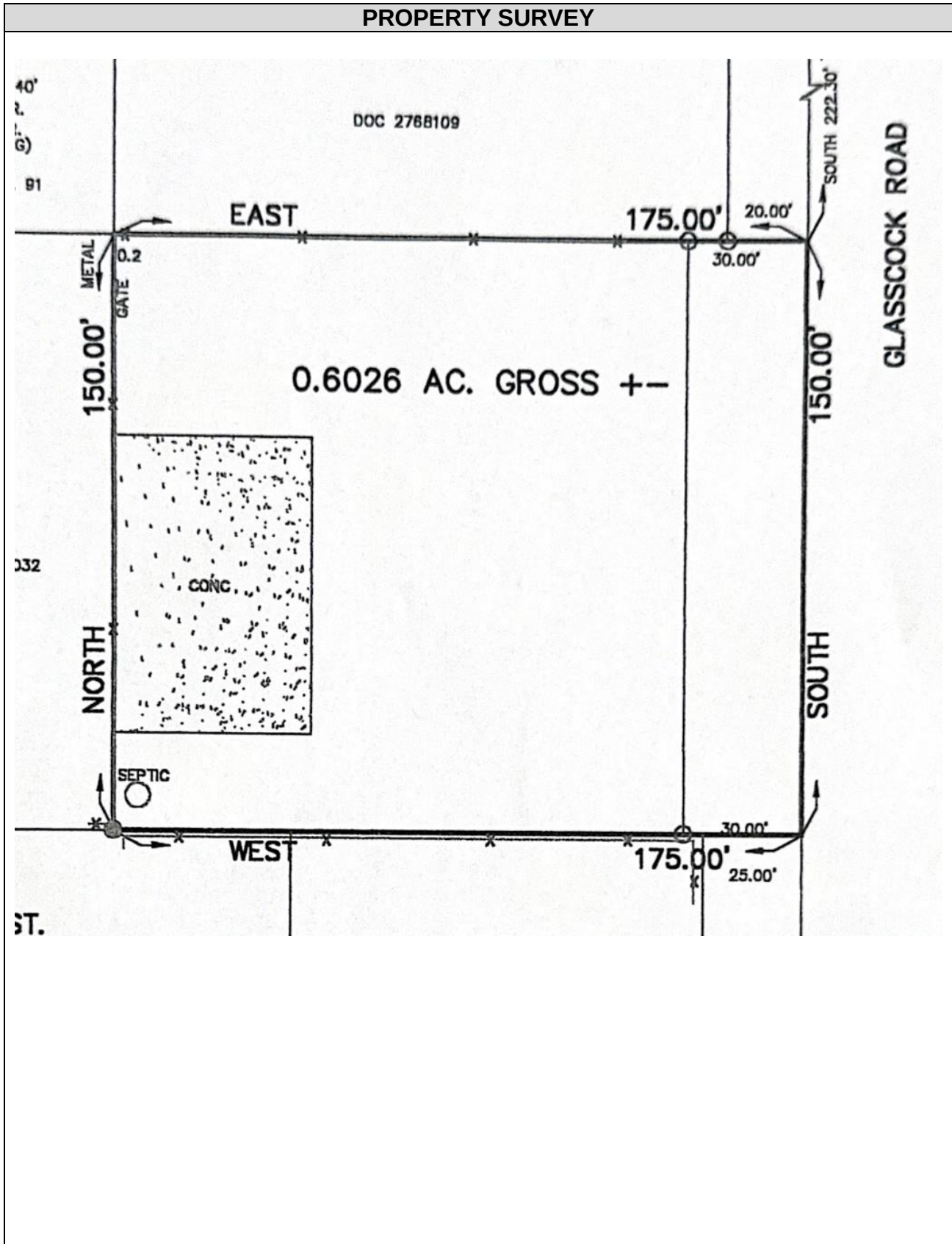
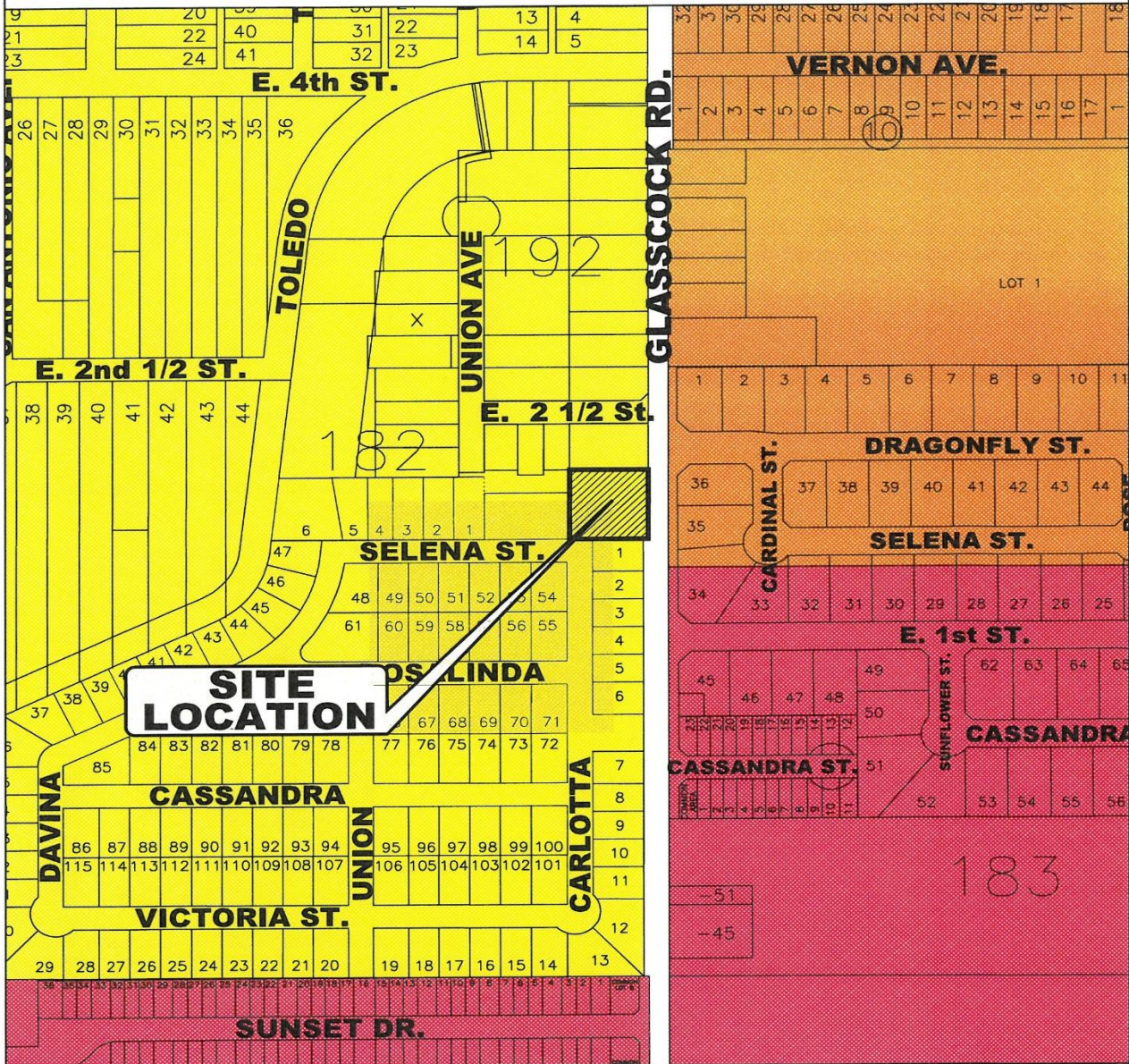


PHOTO OF THE SUBJECT PROPERTY



FUTURE LAND USE MAP



FUTURE LAND USE MAP

- | | |
|---|---|
| - LD - Low Density Res. | - GC - General Commercial |
| - LDA - Lower Density Res. | - HC - Heavy Commercial |
| - MD - Moderate Density Res. | - I - Industrial |
| - HD - High Density Res. | - P - Public |
| - Neighborhood Commercial | - PUD - Planned Unit Development |

MAILOUT LIST

PROP_ID	geolD	name	addrDelive	addrCity	addrState	addrZip
179372	G4055-00-000-0056-00	SALAZAR GONZALO & DOLORES O	1911 ROSALINDA ST	MISSION	TX	78572-6413
179371	G4055-00-000-0055-00	GUERRA TANYA M	1913 ROSALINDA ST	MISSION	TX	78572-6413
179318	G4055-00-000-0002-00	RODRIGUEZ ROSE YVONNE	130 CARLOTTA ST	MISSION	TX	78572
179317	G4055-00-000-0001-00	ARCAUTE ARMANDO JR & MICAELA R	134 CARLOTTA ST	MISSION	TX	78572-3213
179370	G4055-00-000-0054-00	ALEMAN OLGA L	1912 SELENA ST	MISSION	TX	78572-6414
179369	G4055-00-000-0053-00	AGUILAR HORTENCIA CUEVAS	1910 SELENA ST	MISSION	TX	78572
179320	G4055-00-000-0004-00	GUERRA HUGO E & TANYA M	1913 ROSALINDA ST	MISSION	TX	78572-6413
179368	G4055-00-000-0052-00	HERNANDEZ JAVIER & YOLANDA	1908 SELENA ST	MISSION	TX	78572-6414
280945	S2950-00-000-0182-65	PENA ARACELI G	1909 SELENA ST	MISSION	TX	78572-7833
280937	S2950-00-000-0182-45	GARCIA JOSE SANTOS	RR 4 BOX 347	MISSION	TX	78574
280949	S2950-00-000-0182-85	REYES NOHEMI	1902 E 2 1/2 ST	MISSION	TX	78572-9062
280938	S2950-00-000-0182-50	SUAREZ RAMON M	1900 E 2ND 1/2 ST	MISSION	TX	78572-9062
280935	S2950-00-000-0182-35	GARCIA MIGUEL ANGEL SANTOS ET AL	1903 E 2 1/2 ST APT 4	MISSION	TX	78572-9883
280944	S2950-00-000-0182-62	MARTINEZ JUAN	PO BOX 2267	MISSION	TX	78573-0037
280933	S2950-00-000-0182-25	ABREGO & SONS INC	PO BOX 411	MISSION	TX	78572
280946	S2950-00-000-0182-70	GONZALEZ JOSE REYES & VERONICA L	1211 GLASSCOCK ROAD	MISSION	TX	78572-4520
1179332	A0240-00-000-0001-00	GARZA AUGUSTIN & BEULA MACARENA	1907 SELENA ST	MISSION	TX	78572-7833
280947	S2950-00-000-0182-72	DIAZ FELIPE	7927 THORNCROFT MANOR LN	RICHMOND	TX	77407-3471
20837004	L3183-00-000-0034-00	HM REGIO RENTALS LLC	813 TRAVIS ST	MISSION	TX	78572
20837005	L3183-00-000-0035-00	GONZALEZ FIDEL	44 N COLIMA ST	ROMA	TX	78584
20837006	L3183-00-000-0036-00	POSADA LUISA FERNANDA	1904 PECOS ST	MISSION	TX	78572
20836972	L3183-00-000-0002-00	SHADDAI CONSTRUCTION LLC	2802 COUNTRY CLUB	MISSION	TX	78572-4379
20836971	L3183-00-000-0001-00	ROJAS EDGAR ALLAN & MARIA OFELIA	1616 SUNRISE LN	PALMHURST	TX	78573



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025

PRESENTED BY: Xavier Cervantes, Director of Planning

AGENDA ITEM: Conduct a public hearing and consideration of a Conditional Use Permit to allow two (2) 36 feet by 60 feet portable buildings for office use, being a 15.07 acre tract of land, out of Lot 13-6, of Porcion 55, West Addition to Sharyland Subdivision; in a (I-1) Light Industrial District, located at 1921 S. Conway Avenue Applicant: Ryan Clark (Granite Construction Company), Adoption of Ordinance #_____ – Cervantes

NATURE OF REQUEST:

Project Timeline:

- August 13, 2025 – Application for a Conditional Use Permit (“CUP”) submitted to the City.
- September 4, 2025 – Following State and local law, notice of the required public hearings mailed to all property owners within 200 feet of the subject tract.
- September 17, 2025 - Public hearing and consideration of the requested Conditional Use Permit by the Planning and Zoning Commission (P&Z)
- October 14, 2025 – Public hearing and consideration of the requested Conditional Use Permit by the City Council.

Summary:

- The site is located 1 mile south of U.S. Expressway 83 along the West side of S. Conway Avenue.
- Pursuant to Section 1.45 (3)(F) of the City of Mission Code of Ordinances, a portable building requires the approval of a conditional use permit by the City Council.
- The applicant desires a conditional use permit to place two (2) portable buildings for office use for a granite construction company. The applicant was contracted for the construction of the border wall for a maximum of two (2) years.
- The hours of operation are as follows: Monday through Friday from 7:00 a.m. to 7:00 pm.
- Staff: 20 employees
- Parking: A total of 126 parking spaces exist at the location.
- The Planning Staff has not received any objections to the request from the surrounding property owners. Staff mailed out (9) legal notices to the surrounding property owners.
- In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval as are needed to ensure that a use requested by a conditional use permit is compatible and complementary to adjacent properties.

STAFF RECOMMENDATION:

- Approval for 2-year re-evaluation subject to;

- Must comply with all City Codes (Building, Fire, Health, etc.),
- Hours of operation are Monday through Friday from 7:00 a.m. to 7:00 p.m.
- Acquisition of a business license prior to occupancy.
- Must comply with the noise ordinance
- CUP is not transferable to others.

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *JP7*

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT TO ALLOW (2) PORTABLE BUILDINGS FOR OFFICE USE, BEING A 15.07 ACRE TRACT OF LAND, OUT OF LOT 13-6, OF POSION 55, WEST ADDITION TO SHARYLAND SUBDIVISION, LOCATED AT 1921 S. CONWAY AVENUE

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of September 17th, the Planning and Zoning Commission of the City of Mission, upon duly recognized motion and second, voted to recommend to the City Council that the conditional use permit shown below be granted.

WHEREAS, the City Council of the City of Mission, held a public hearing at 4:30 p.m. on Monday, October 14, 2025, in the Council Chambers of the City Hall to consider the following conditional use permit:

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

Legal Description

Being A 15.07-acre tract of land,
out of Lot 13-6, West Addition to
Sharyland Subdivision
1921 S. Conway Avenue

Type

Office Use

Conditions of Approval

- Staff recommends Approval for a 2-year re-evaluation, subject to:
- Must comply with all City Codes (Building, Fire, Health, etc.),
- Hours of operation are Monday through Friday from 7:00 a.m. to 7:00 p.m.
- Must comply with the noise ordinance,
- Acquisition of a business license prior to occupancy.
- CUP is not transferable to others

READ, CONSIDERED, AND PASSED, this the 14th day of October, 2025.

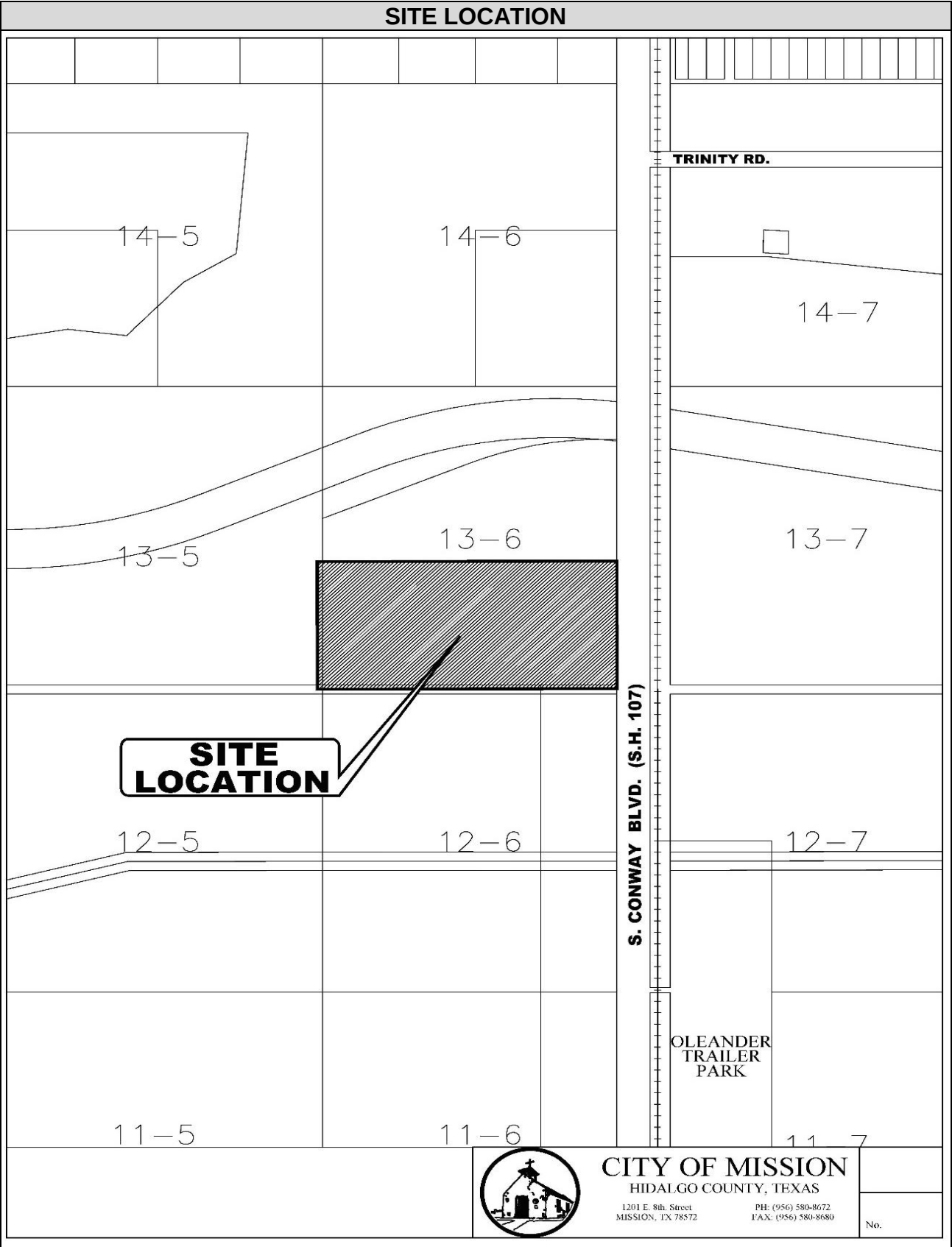
Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

EXHIBIT "A"

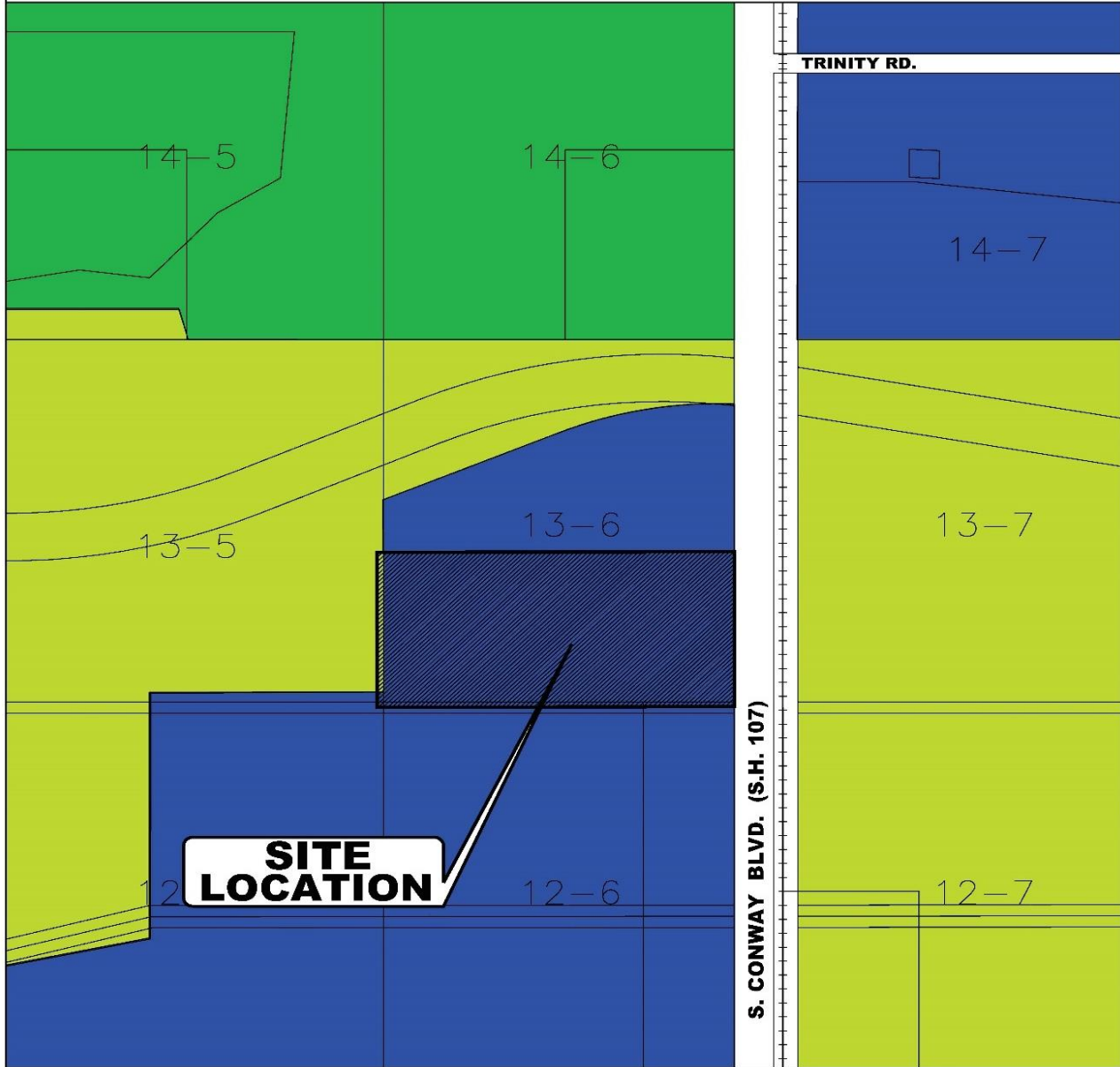




AERIAL MAP



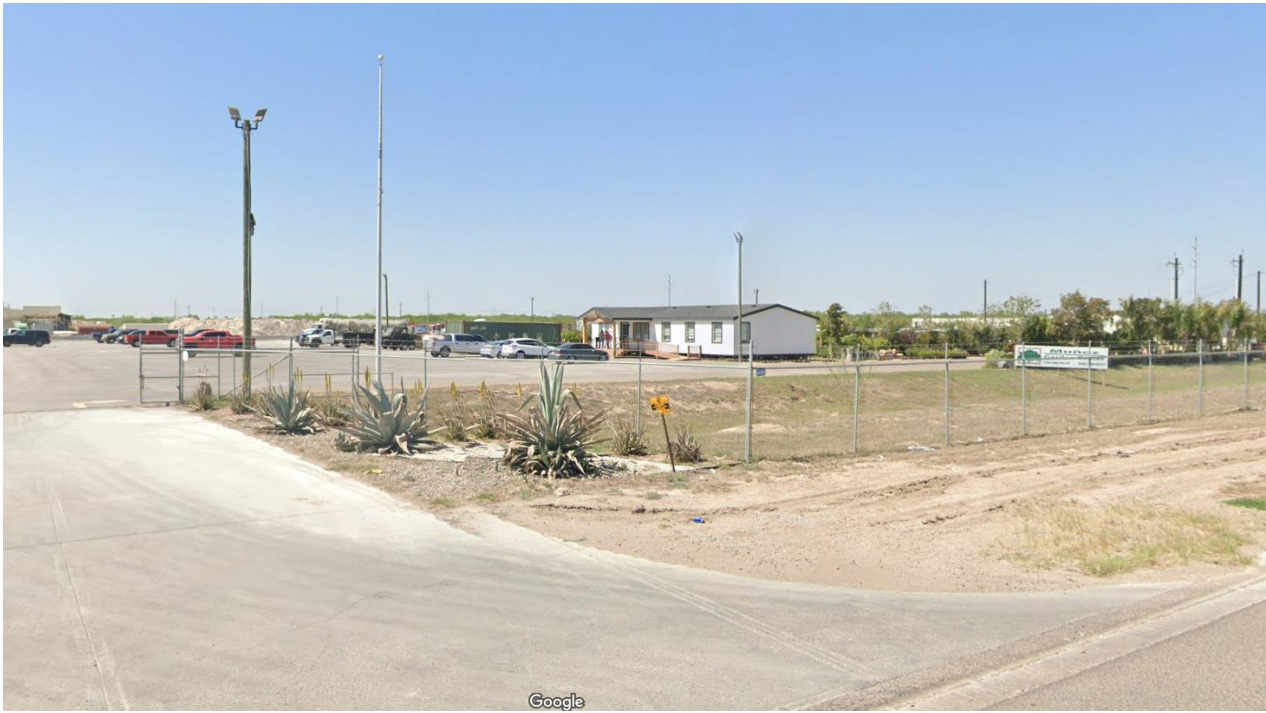
ZONING MAP



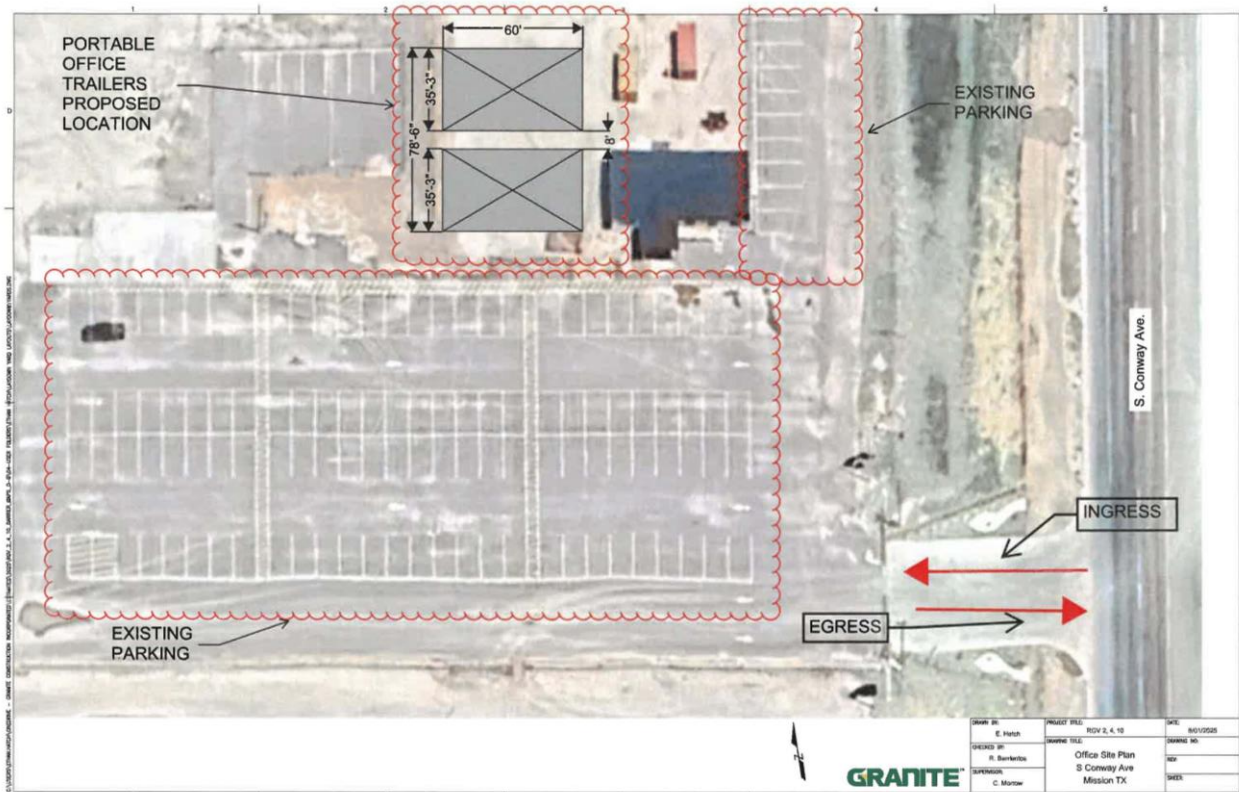
ZONING LEGEND

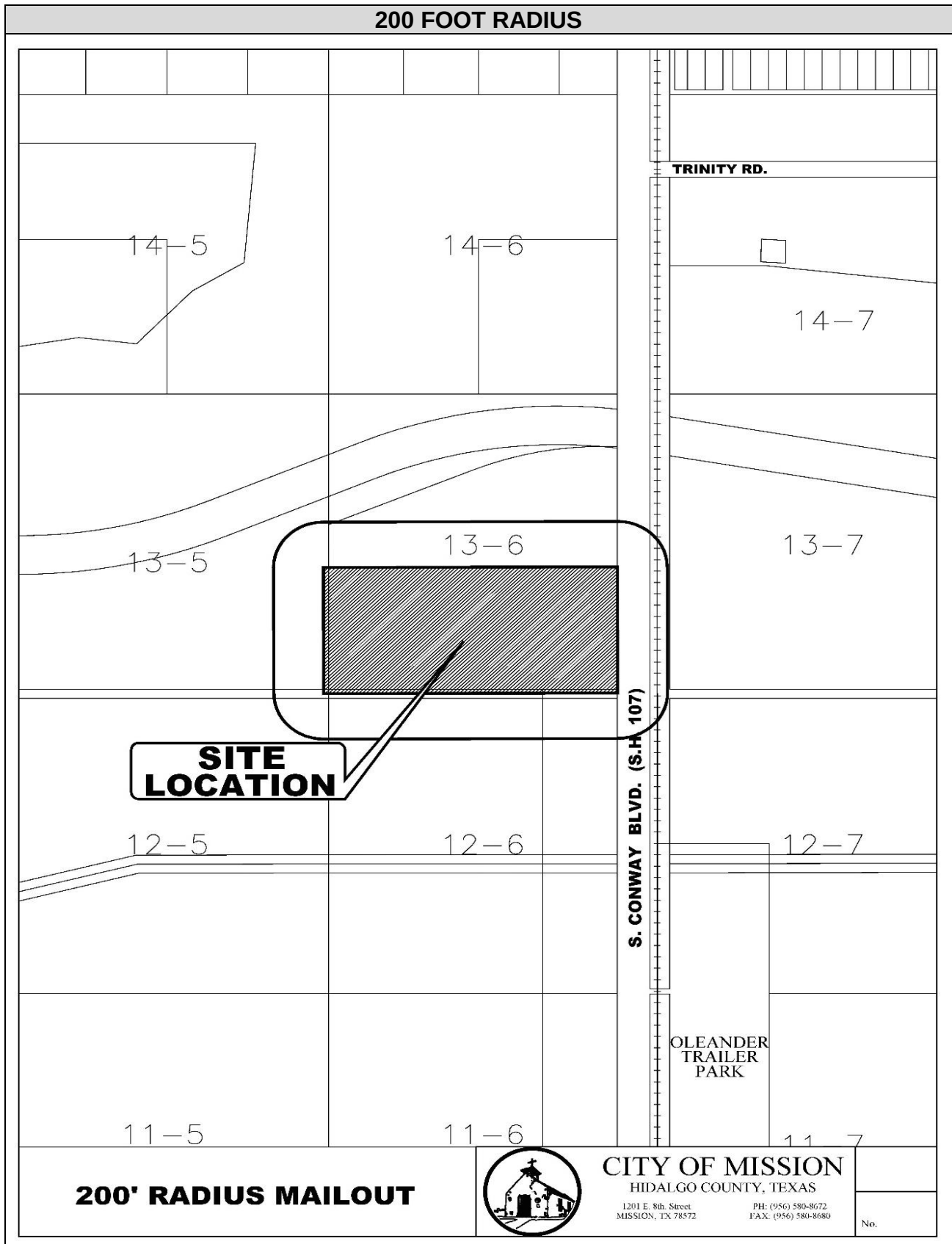
	A0-I AGRICULTURAL OPEN INTERIM		R-3 MULTI-FAMILY RESIDENTIAL		C-4 HEAVY COMMERCIAL
	A0-P AGRICULTURAL OPEN PERMANENT		R-4 MOBILE & MODULAR HOME		C-5 ADAPTIVE COMMERCIAL
	R-1A LARGE LOT SINGLE FAMILY		R-5 HIGH DENSITY MFC'D HOUSING		I-1 LIGHT INDUSTRIAL
	R-1T TOWNHOUSE RESIDENTIAL		C-1 OFFICE BUILDING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

PICTURES



SITE PLAN





MAILOUT LIST

PROP_ID	geolD	name	addrDelive	addrCity	addrState
705063	W0100-00-012-0005-05	ALIANZA DE LIMA LLC	2003 ROCHESTER ST	EDINBURG	TX
316476	W0100-00-012-0006-00	VALECO LLC	5608 N 5TH ST	MCALLEN	TX
316501	W0100-00-013-0007-00	CHARCO LAND SALES LLC	4320 UNIVERSITY BLVD	LAREDO	TX
702769	W0100-00-013-0006-05	HIDALGO COUNTY DRAINAGE DIST NO. 1	902 N DOOLITTLE RD	EDINBURG	TX
1232730	W0100-00-013-0006-01	VMK SOUTH CONWAY SERIES A	4600 TORONTO AVE	MCALLEN	TX
316492	W0100-00-013-0002-00	NEVAREZ INVESTMENT FAMILY LIMITED PARTNERSHIP	421 TYLER AVE	MCALLEN	TX
719395	W0100-00-012-0006-03	ALIANZA DE LIMA LLC	2003 ROCHESTER ST	EDINBURG	TX
316477	W0100-00-012-0007-00	CHARCO LAND SALES LLC	4320 UNIVERSITY BLVD	LAREDO	TX
1242497	W0100-00-013-0006-02	VMK SOUTH CONWAY 2 SERIES OF VMK INVESTMENT GROUP LLC	4600 TORONTO AVE	MCALLEN	TX



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025

PRESENTED BY: Xavier Cervantes, Director of Planning

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

NATURE OF REQUEST:

Project Timeline:

- August 29, 2025 – Application for a Conditional Use Permit (“CUP”) submitted to the City.
- September 4, 2025 – Following State and local law, notice of the required public hearings mailed to all property owners within 200 feet of the subject tract.
- September 17, 2025 - Public hearing and consideration of the requested Conditional Use Permit by the Planning and Zoning Commission (P&Z)
- October 14, 2025 – Public hearing and consideration of the requested Conditional Use Permit by the City Council.

Summary:

- The site is located 260 feet North of East 20th. Street along the East side of N. Conway Avenue.
- Pursuant to Section 1.43 (3)(F) of the City of Mission Code of Ordinances, an Events Center requires the approval of a conditional use permit by the City Council.
- The applicant proposes to apply for a conditional use permit for the Event Center.
- The hours of operation are as follows: Sunday through Saturday from 10:00 a.m. to 12:00 am.
- Staff: 2 employees
- The applicant is proposing that alcoholic beverages be consumed at the establishment, but no alcoholic beverages are proposed to be sold at the venue. The applicant’s background check for the proposed BYOB (bring your own beer) will be required.
- Parking: Due to the total of 40 seating spaces, which requires 13 parking spaces (40 seats/ 1 space for every 3 seats = 13 parking spaces. It is noted that the parking

area is held in common (57 existing parking spaces) and shared with other businesses.

- The Planning Staff has not received any objections to the request from the surrounding property owners. Staff mailed out (21) legal notices to the surrounding property owners.
- In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval as are needed to ensure that a use requested by a conditional use permit is compatible and complementary to adjacent properties.

STAFF RECOMMENDATION:

- Approval for 1-year re-evaluation subject to;
- Hours of operation are Sunday through Saturday from 10:00 a.m. to 12:00 a.m.
- Maximum occupancy being 42
- Must comply with the noise ordinance
- CUP is not transferable to others.

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *JP7*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. ____**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT FOR AN EVENT CENTER – EVENTS ON CONWAY, BEING ALL LOT 1 & 1-A THROUGH 1-K, RE-SUBDIVISION OF LOTS 1 AND 1L CONWAY PLAZA SUBDIVISION, LOCATED AT 2002 N CONWAY AVENUE, SUITE E.**

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of September 17th, the Planning and Zoning Commission of the City of Mission, upon duly recognized motion and second, voted to recommend to the City Council that the conditional use permit shown below be granted.

WHEREAS, the City Council of the City of Mission, held a public hearing at 4:30 p.m. on Monday, October 14, 2025, in the Council Chambers of the City Hall to consider the following conditional use permit:

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

Legal Description

Being Lots 1 & 1-A through 1-k, Re-subdivision of Lots 1 and 1L, Conway Plaza Subdivision

Type

Event Center –
Events on Conway

Conditions of Approval

- Staff recommends Approval for a 1-year re-evaluation.
- Must comply with all City Codes (Building, Fire, Health, etc.),
- Hours of operation are Sunday through Saturday from 10:00 a.m. to 12:00 a.m.
- Must comply with the noise ordinance,
- CUP is not transferable to others

READ, CONSIDERED, AND PASSED, this the 14th day of October, 2025.

Norie Gonzalez Garza, Mayor

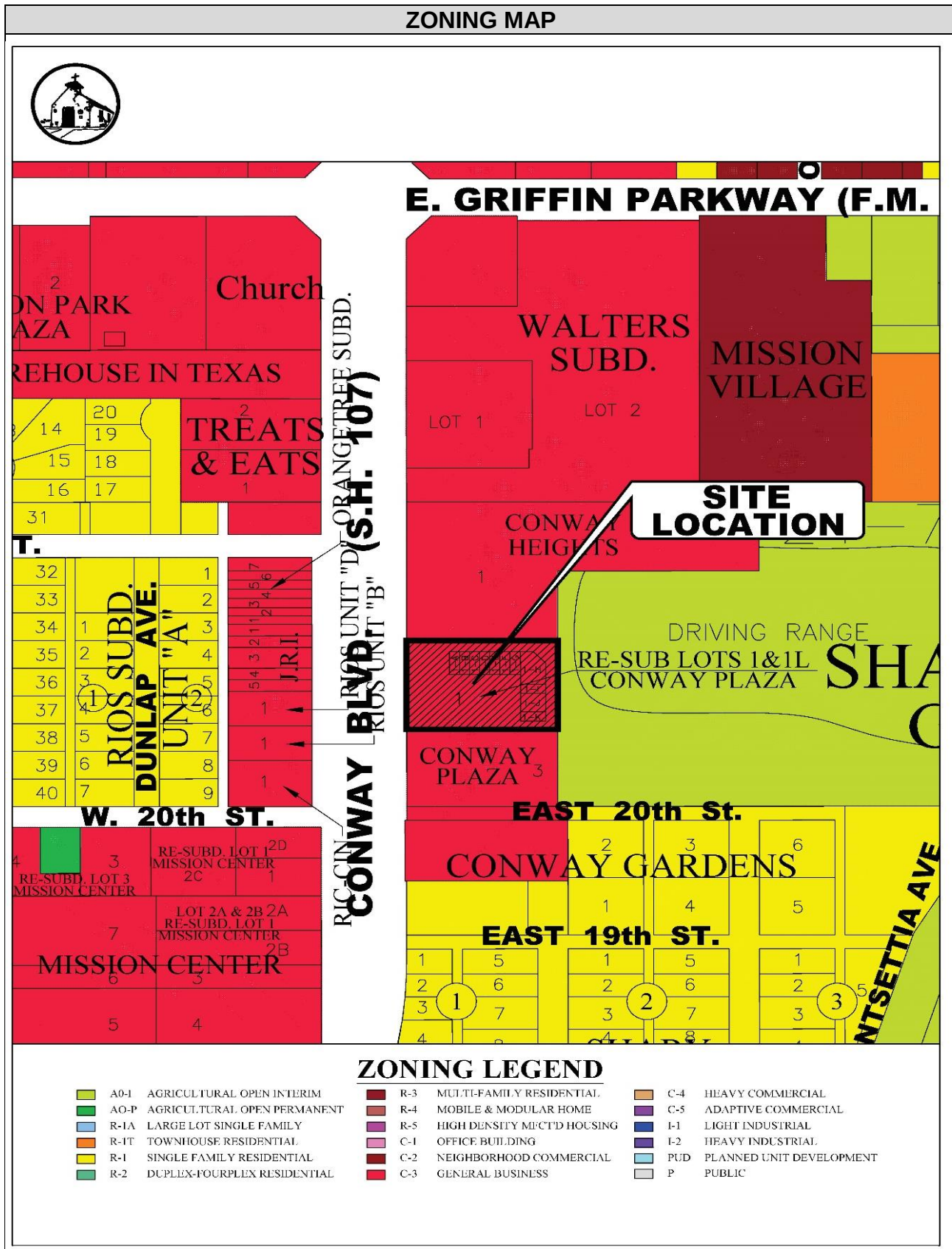
ATTEST:

Anna Carrillo, City Secretary

EXHIBT “A”

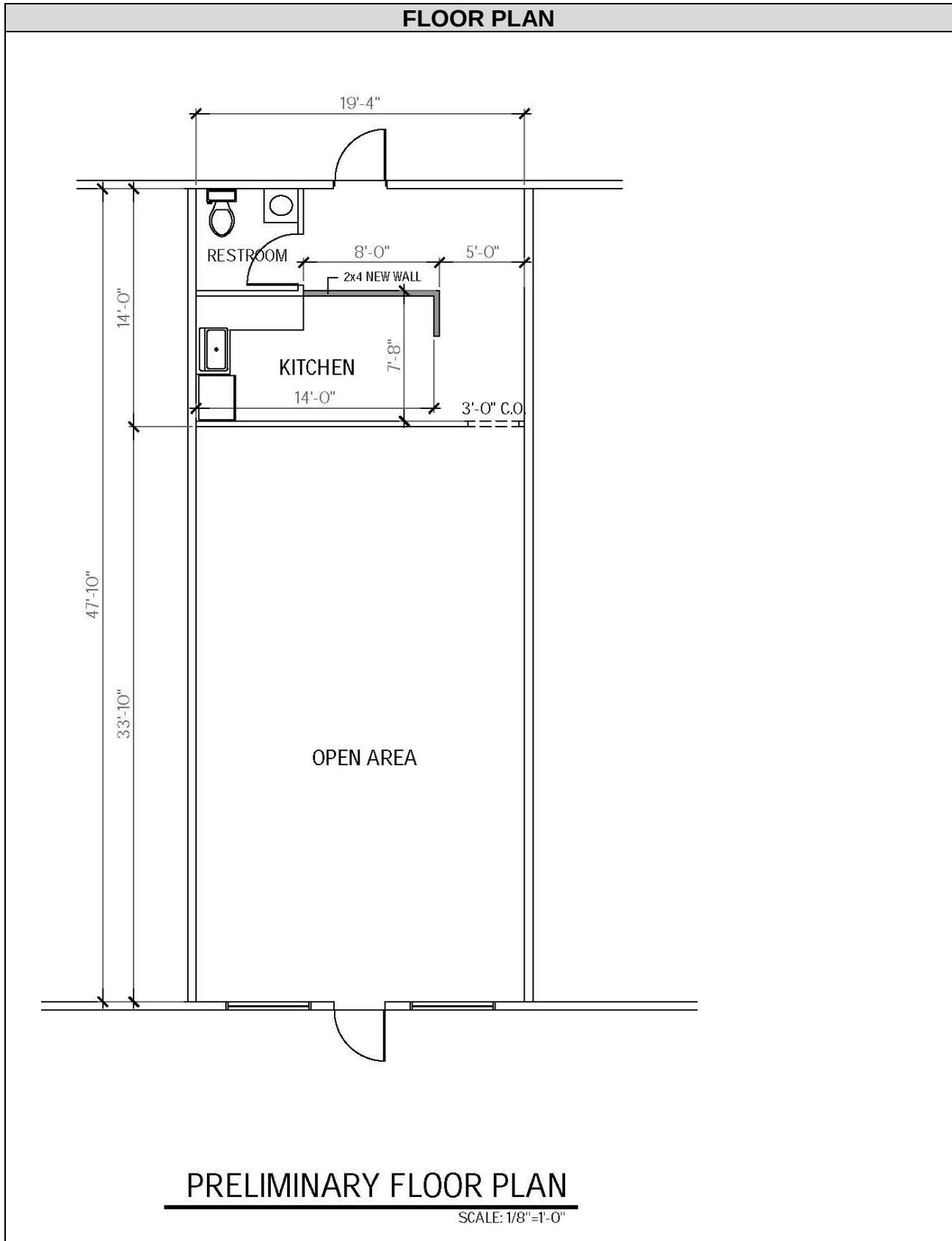


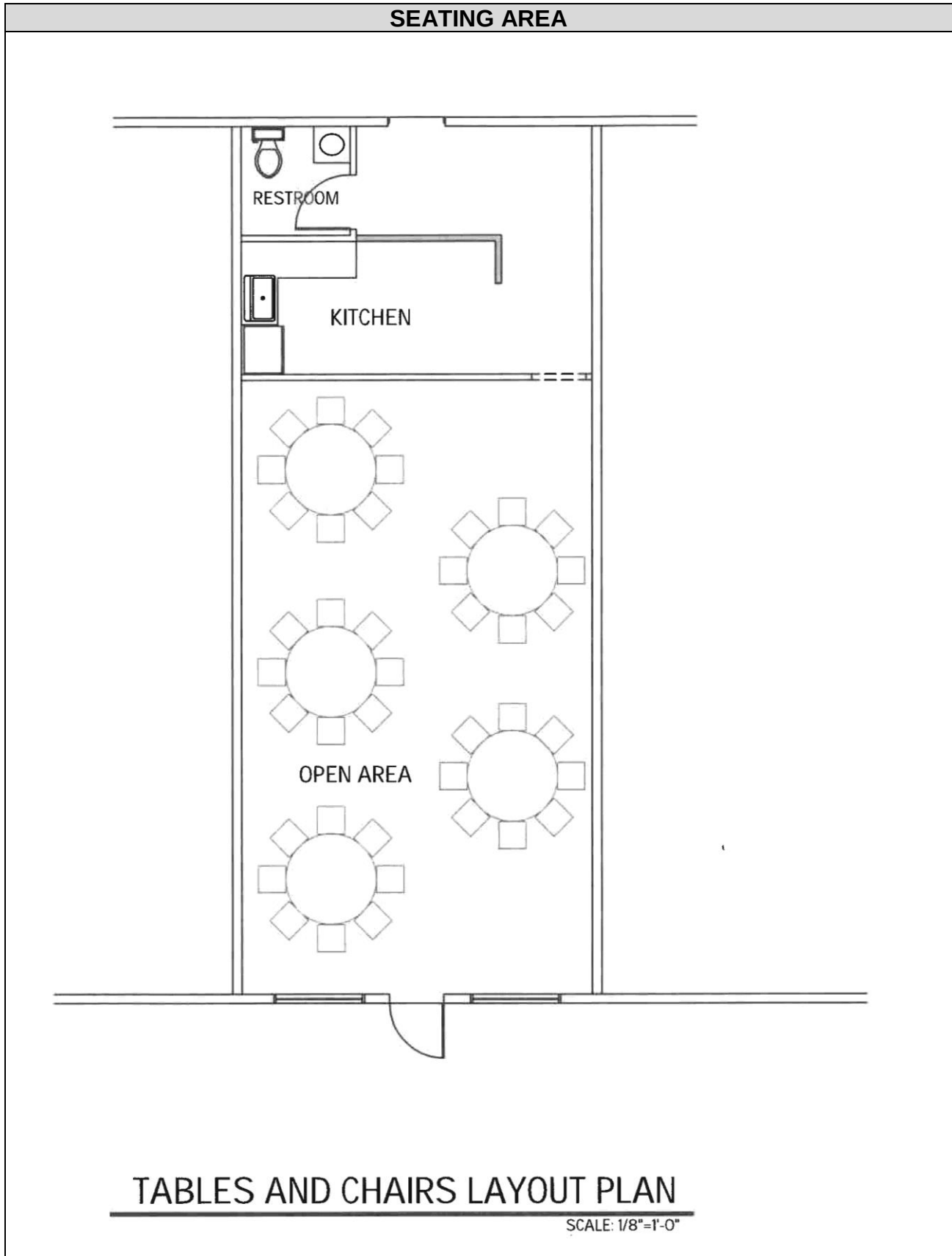


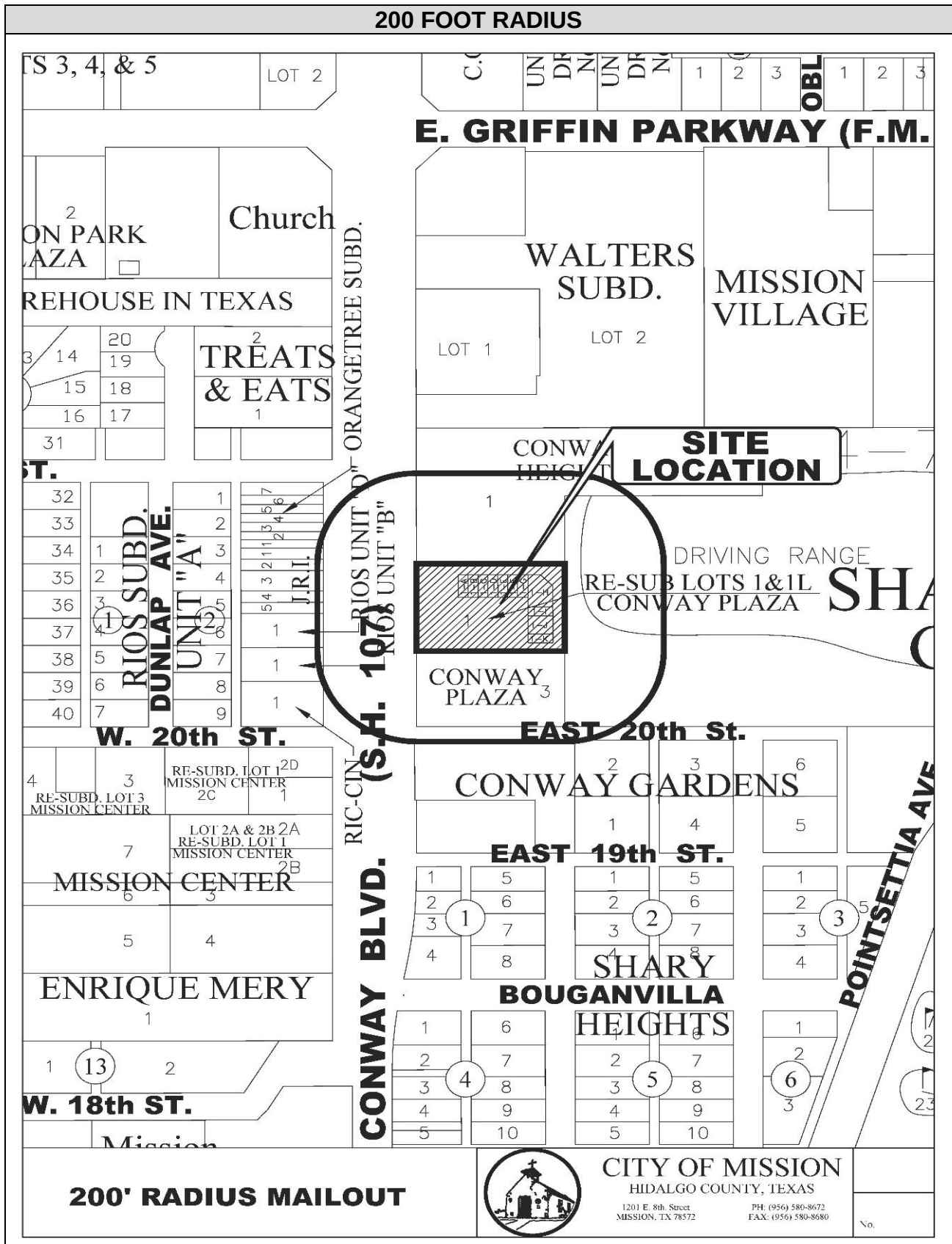


PICTURES









MAILOUT LIST

PROP_ID	geolD	name	addrDelive	addrCity	addrState	addrZip
316864	W0100-00-023-0007-02	LILA-TESS INVESTMENTS LTD	2321 ORANGE ST	MISSION	TX	78574-2425
153938	C7950-00-000-0002-00	ENRIQUEZ GUADALUPE Jr	2101 S 29 1/2 ST	MCALLEN	TX	78503-8027
533964	O5900-00-000-0001-00	DAVIS L MICHAEL	504 LAS BRISAS	MISSION	TX	78574-2367
533967	O5900-00-000-0003-00	DAVIS L MICHAEL	504 LAS BRISAS	MISSION	TX	78574-2367
533968	O5900-00-000-0004-00	DAVIS L MICHAEL	504 LAS BRISAS	MISSION	TX	78574-2367
533970	O5900-00-000-0005-00	2025 INVESTMENTS LLC	2025 N CONWAY AVE	MISSION	TX	78572-2965
559994	R3251-0D-000-0001-00	TOMELGLO LLC	1207 E 29TH ST	MISSION	TX	78574-3745
533966	O5900-00-000-0002-00	DAVIS L MICHAEL	504 LAS BRISAS	MISSION	TX	78574-2367
520493	R3250-0B-000-0001-00	GARCIA JULIO CESAR	25 CALLE ANACUA	BROWNSVILLE	TX	78520-7303
539586	R2435-00-000-0001-00	MISSION QUICK LUBE INC	2001 N CONWAY AVE	MISSION	TX	78572-2965
548154	C7980-00-000-0003-00	BANK OF SOUTH TEXAS	840 N CAGE BLVD	PHARR	TX	78577-3106
559991	J1837-00-000-0003-00	SALINAS RICARDO LEE	2011 N CONWAY AVE	MISSION	TX	78572-2965
559993	J1837-00-000-0005-00	CHAPA NOE & JAYNIE	1617 DEBBY LN	MISSION	TX	78572-7717
559990	J1837-00-000-0002-00	ZAMORA SANDRA	1812 ALEX DR	MISSION	TX	78572-8565
559992	J1837-00-000-0004-00	MACIAS-ZAMORA CYNTHIA	722 WINDSOR GLEN DR	MISSION	TX	78572
559989	J1837-00-000-0001-00	CEPEDA LIZZETH ALEXANDRA	4001 WARE DEL NORTE	MCALLEN	TX	78504
533621	W0100-00-024-0007-17	CITY OF MISSION	1201 E 8TH ST	MISSION	TX	78572-5812
627049	C7980-00-000-001A-00	SCURLOCK LEASING LLC	902 BIG HORN DR	EDINBURG	TX	78542-0744
316922	W0100-00-024-0007-01	CITY OF MISSION	1201 E 8TH ST	MISSION	TX	78572-5812
153943	C7960-00-000-0001-00	SANBRO INVESTMENTS LP	2200 N CONWAY AVE	MISSION	TX	78572-2968
1067324	C7960-00-000-0001-05	VIRGIL WILSON MORTUARY	2200 N CONWAY AVE	MISSION	TX	78572-2968



CITY OF
MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025

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

AGENDA ITEM: Conduct a public hearing and consideration of a Conditional Use Permit for an Event Center – Partytorium, in a General Business (C-3) District, being Lot 1, Treme Subdivision, located at 2210 E. IH 2, Suites F & G. Applicant: Elizabeth Fregoso-Glass, Adoption of Ordinance # _____ – Cervantes

NATURE OF REQUEST:

Project Timeline:

- September 2, 2025 – Application for a Conditional Use Permit (“CUP”) submitted to the City.
- September 19, 2025 – Following State and local law, notice of the required public hearings mailed to all property owners within 200 feet of the subject tract.
- October 1, 2025 - Public hearing and consideration of the requested Conditional Use Permit by the Planning and Zoning Commission (P&Z).
- October 14, 2025 – Public hearing and consideration of the requested Conditional Use Permit by the City Council.

Summary:

- The site is located along the South side of U.S. Expressway 83 approximately 200 feet West of Junior Drive.
- Pursuant to Section 1.43 (3)(F) of the City of Mission Code of Ordinances, an Events Center requires the approval of a conditional use permit by the City Council.
- The applicant is leasing a total of 3,800 square feet in two suites in a commercial plaza for an Event Center that will be named “Partytorium”.
- The applicant is proposing to host kid’s birthday parties.
- The proposed hours of operation are as follows: Every day from 9:00 a.m. to 9:00 p.m.
- Staff will be 1 employee
- Parking: Due to the total of 81 proposed chairs, a total of 27 parking spaces are required. There are a total of 70 parking spaces held in common for the plaza.
- The Planning Staff has not received any objections to the request from the surrounding property owners. Staff mailed out (25) legal notices to the surrounding property owners.
- In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval as are needed to ensure that a use requested by a conditional use permit is compatible and complementary to adjacent properties.

STAFF RECOMMENDATION:

- Approval for 1 year to evaluate the operations
- Must comply with all City Codes (Building, Fire, Health, etc.),
- Hours of operation are every day from 9:00 am to 9:00 pm
- Must comply with the noise ordinance
- Must obtain a business license prior to occupancy
- Maximum occupancy is 90 people. The occupancy may increase as set by the fire department based on an approved remodeling permit.
- Must have security cameras inside and outside with a minimum 30-day retention.
- CUP is not transferable to others

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *JP7*

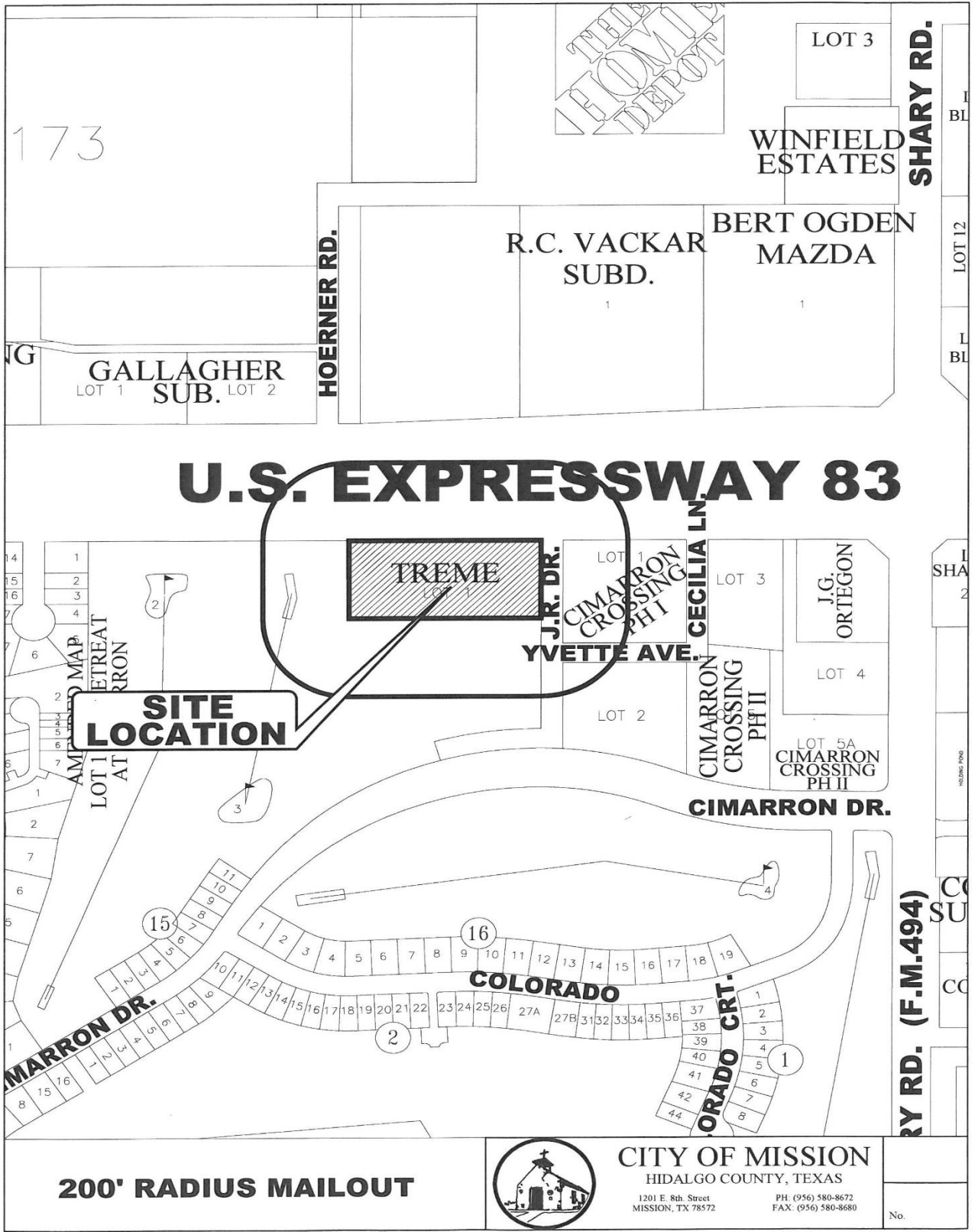
RECORD OF VOTE:	APPROVED:	_____
	DISAPPROVED:	_____
	TABLED:	_____

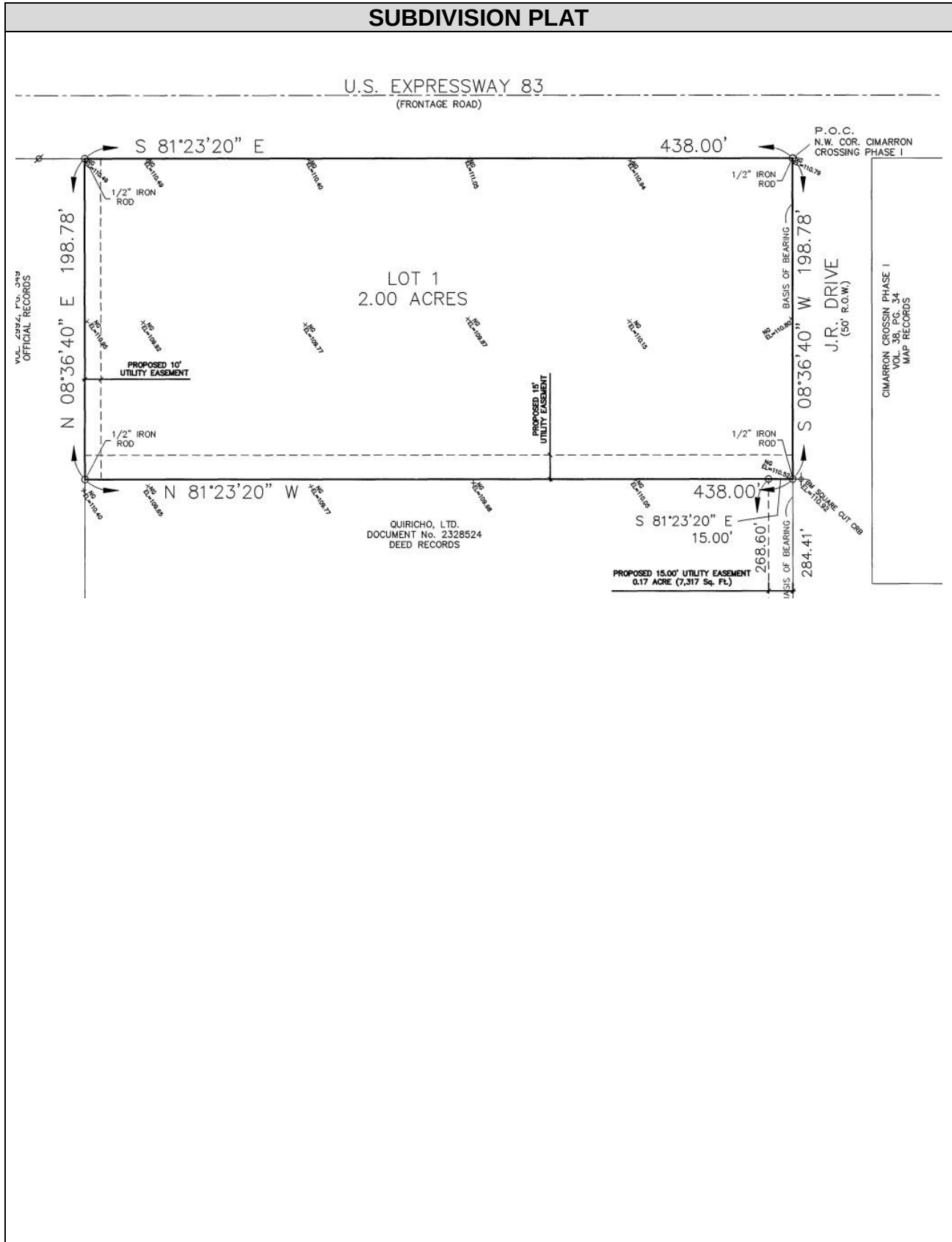
_____ AYES

_____ NAYS

_____ DISSENTING _____

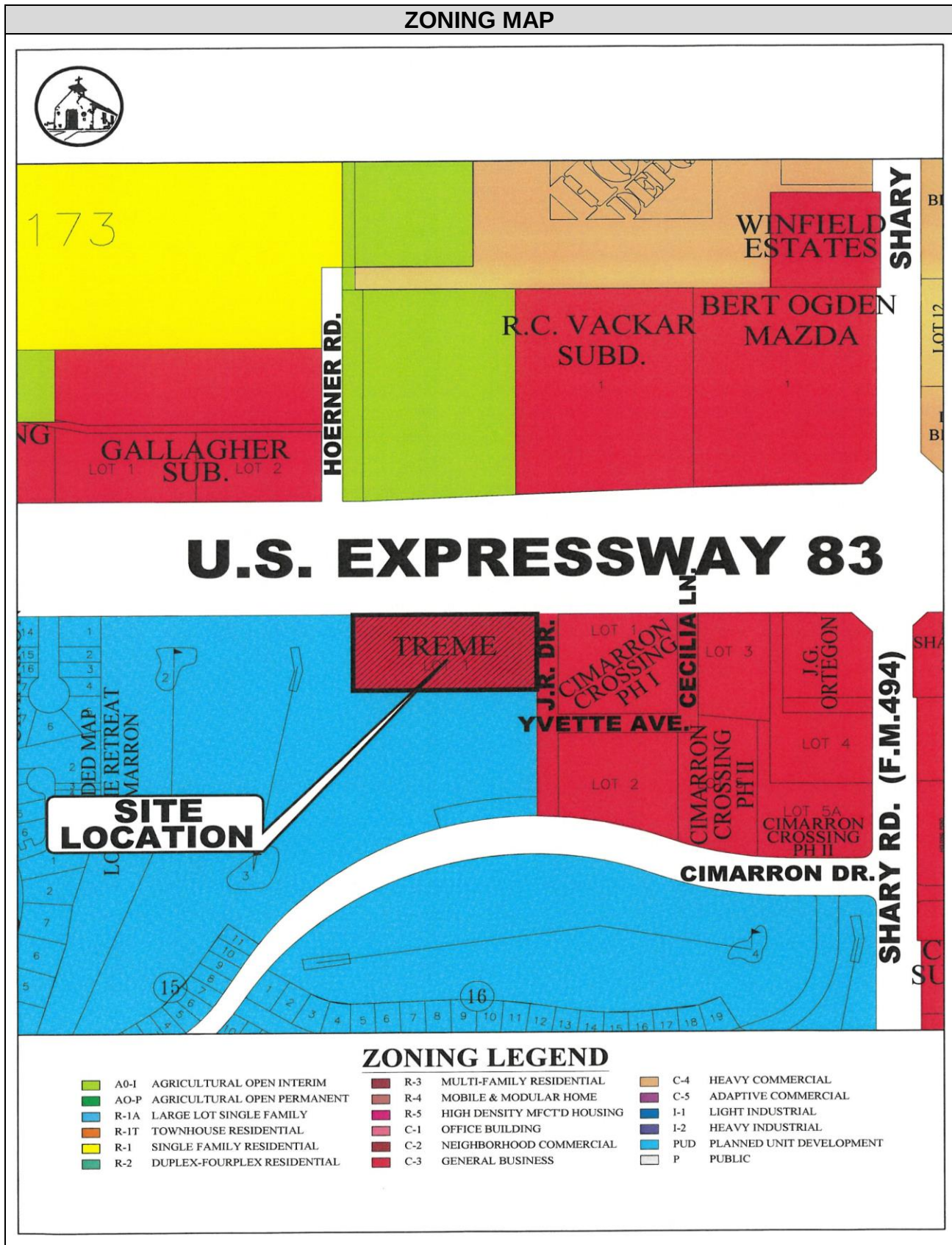
LEGAL NOTICE MAP

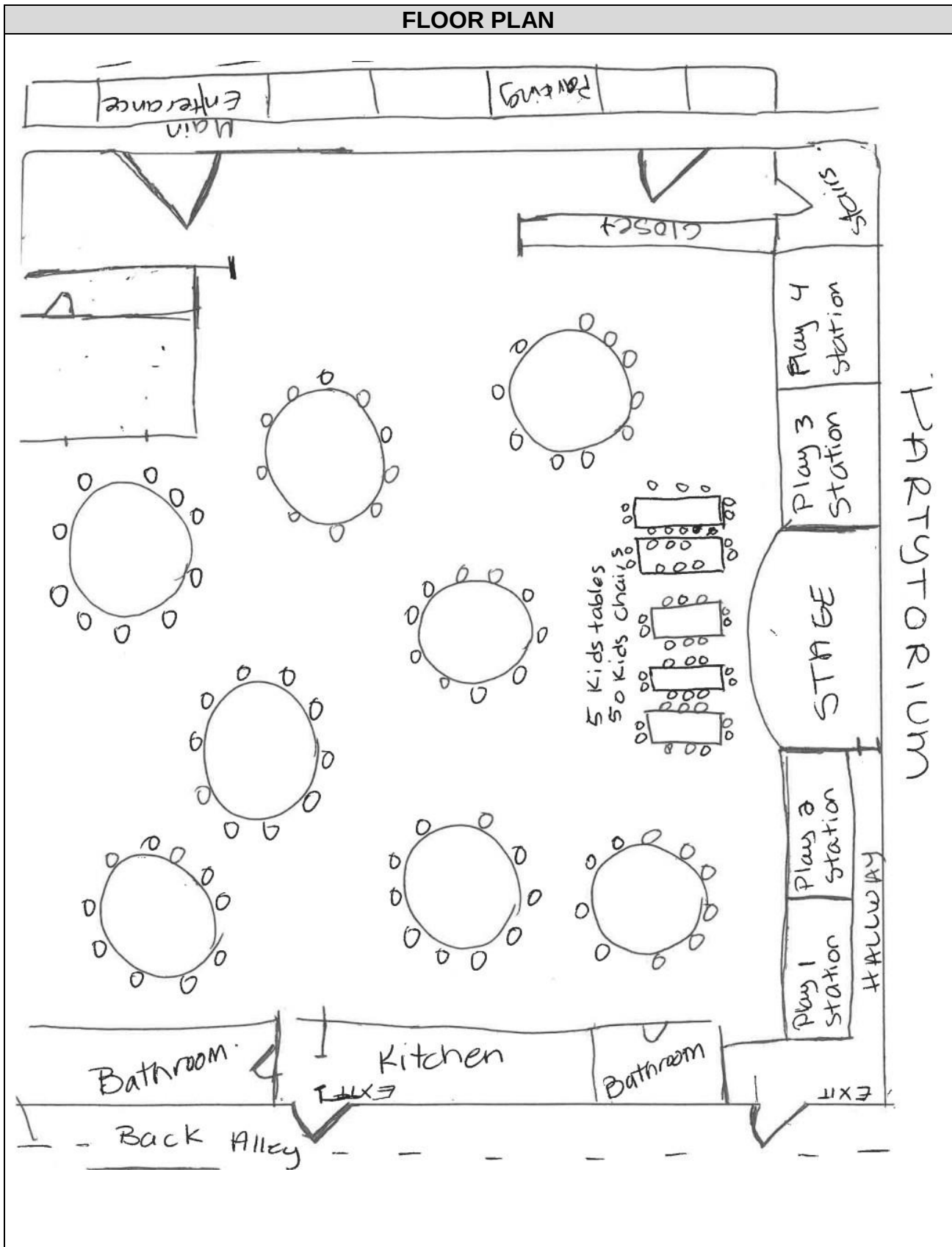




AERIAL MAP







PHOTOS



PHOTOS



MAILOUT LIST

PROP_ID	geoID	name	addrDelive	addrCity	addrState	addrZip
629916	C4443-01-000-0002-00	QUIRICO LTD &	210 S BRYAN RD STE 5-A	MISSION	TX	78572-6204
629915	C4443-01-000-0001-00	SEPEC LLC	2306 E EXPRESSWAY 83 STE 5	MISSION	TX	78572-2108
840959	P1650-01-000-0000-05	CARRERAS JOSE R & SYLVIA Y	1016 E GRIFFIN PKWY	MISSION	TX	78572-2406
254449	P1650-02-000-0000-00	BLACK DIAMOND DEVELOPERS LLC	2807 SANTA ERICA	MISSION	TX	78572-7185
1129582	B1865-00-000-000A-00	BPI PROPERTY GROUP LLC	2210 W EXPY 83	MISSION	TX	78572
1129583	B1865-00-000-000B-00	BPI PROPERTY GROUP LLC	2210 W EXPY 83	MISSION	TX	78572
1129584	B1865-00-000-000C-00	BPI PROPERTY GROUP LLC	2210 W EXPY 83	MISSION	TX	78572
1129585	B1865-00-000-000D-00	CDX DEVELOPMENT LLC	708 PADRE BLVD UT 605	SOUTH PADRE ISLAND	TX	78597
1129586	B1865-00-000-000E-00	FASHION ONE SERVICES LLC	2432 CARIANNA AVE	MISSION	TX	78572-1929
1129587	B1865-00-000-000F-00	CDX DEVELOPMENT LLC	708 PADRE BLVD UT 605	SOUTH PADRE ISLAND	TX	78597
1129588	B1865-00-000-000G-00	CDX DEVELOPMENT LLC	708 PADRE BLVD UT 605	SOUTH PADRE ISLAND	TX	78597
1129589	B1865-00-000-000H-00	COMMOSA VALLEY LLC	2210 E I H-2	MISSION	TX	78575
1129590	B1865-00-000-000I-00	QUIRICO LTD	210 S BRYAN RD STE 5-A	MISSION	TX	78572-6204
1129591	B1865-00-000-000J-00	ACSS PROPERTIES LLC	4009 EVERGLADE DR	WESLACO	TX	78599-3306
1129592	B1865-00-000-000K-00	FASHION ONE SERVICES LLC	2432 CARIANNA AVE	MISSION	TX	78572-1929
1129593	B1865-00-000-000L-00	MARMUR LLC	PLAZA HACIENDA EL ROSARIO	SAN PEDRO GARZA GARCIA NL	NULL	NULL
1129594	B1865-00-000-000M-00	MARMUR LLC	PLAZA HACIENDA EL ROSARIO	SAN PEDRO GARZA GARCIA NL	NULL	NULL
1129595	B1865-00-000-000N-00	MARMUR LLC	PLAZA HACIENDA EL ROSARIO	SAN PEDRO GARZA GARCIA NL	NULL	NULL
1129596	B1865-00-000-000O-00	TREME VALLEY LLC	4124 N 23RD ST STE 1	MCALLEN	TX	78504-4102
1129597	B1865-00-000-000P-00	TREME VALLEY LLC	4124 N 23RD ST STE 1	MCALLEN	TX	78504-4102
1129598	B1865-00-000-000Q-00	TREME VALLEY LLC	4124 N 23RD ST STE 1	MCALLEN	TX	78504-4102

ORDINANCE NO. ____**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT FOR AN EVENT CENTER – PARTYTORIUM, BEING LOT 1, TREME SUBDIVISION, LOCATED AT 2210 E. IH 2, SUITES F & G**

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

WHEREAS, the City Council of the City of Mission, held a public hearing at 4:30 p.m. on Monday, October 14, 2025, in the Council Chambers of the City Hall to consider the following conditional use permit:

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

Legal Description

Being Lot 1, Treme
Subdivision

Type

Event Center –
Partytorium

Conditions of Approval

- Staff recommends Approval for a 1-year to evaluate the operations
- Must comply with all City Codes (Building, Fire, Health, etc.)
- Hours of operation are every day from 9:00 am to 9:00 pm
- Must comply with the noise ordinance
- Must obtain a business license before occupancy
- Maximum occupancy is 90 people. The occupancy may increase as set by the fire department based on an approved remodeling permit.
- Must have security cameras inside and outside with a minimum 30-day retention
- CUP is not transferable to others.

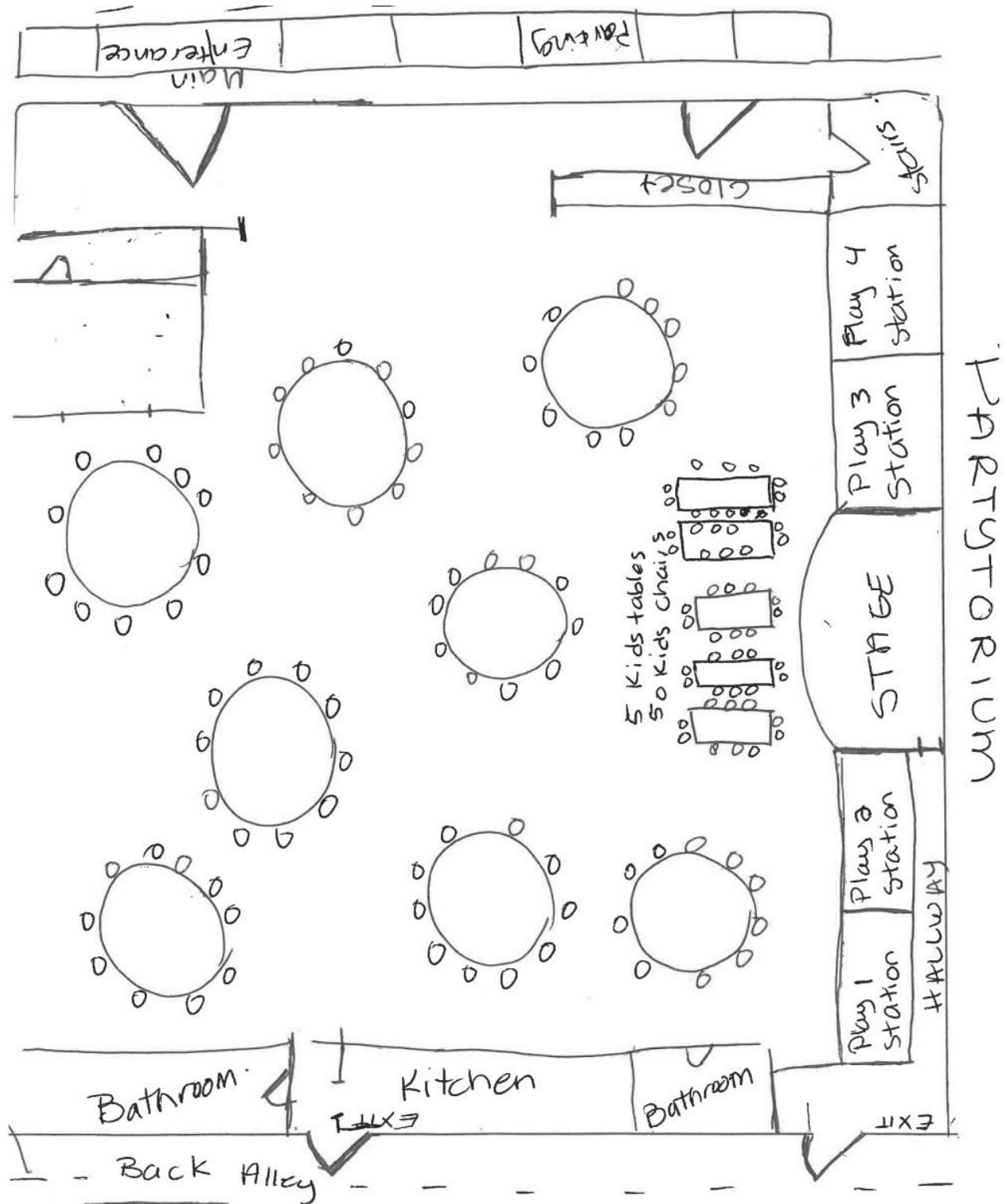
READ, CONSIDERED, AND PASSED, this the 14th day of October, 2025.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

EXHIBIT "A"





CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025

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

AGENDA ITEM: Conduct a public hearing and consideration of a Conditional Use Permit for an Event Center – Le Jardin, in a General Business (C-3) District, being Lot 1, J. Reyes Subdivision, located at 3009 N. Conway Avenue, Suite 5. Applicant: Nora Marroquin, Adoption of Ordinance # _____ – Cervantes

NATURE OF REQUEST:

Project Timeline:

- September 2, 2025 – Application for a Conditional Use Permit (“CUP”) submitted to the City.
- September 19, 2025 – Following State and local law, notice of the required public hearings mailed to all property owners within 200 feet of the subject tract.
- October 1, 2025 - Public hearing and consideration of the requested Conditional Use Permit by the Planning and Zoning Commission (P&Z).
- October 14, 2025 – Public hearing and consideration of the requested Conditional Use Permit by the City Council.

Summary:

- The site is located along the West side of Conway Avenue approximately 970 feet South of Mile 2 Road.
- Pursuant to Section 1.43 (3)(F) of the City of Mission Code of Ordinances, an Events Center requires the approval of a conditional use permit by the City Council.
- The applicant is leasing a 1,500 square foot suite in a commercial plaza for an Event Center that will be named “Le Jardin”.
- The applicant is proposing to host birthdays, baby showers, small weddings and quinceaneras.
- The proposed hours of operation are as follows: Every day from 9:00 a.m. to 1:00 a.m.
- Staff will be 3 employees
- Parking: Due to the total of 77 chairs allowed by the maximum occupancy, a total of 26 parking spaces is required. There is a total of 70 parking spaces held in common for the plaza.
- The Planning Staff has not received any objections to the request from the surrounding property owners. Staff mailed out (25) legal notices to the surrounding property owners.
- In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval as are needed to ensure that a use requested by a conditional use permit is compatible and complementary to adjacent properties.

STAFF RECOMMENDATION:

- Approval for 1 year to evaluate the operations
- Must comply with all City Codes (Building, Fire, Health, etc.),
- Hours of operation are Every Day from 9:00 a.m. to 1:00 a.m.
- Must comply with the noise ordinance
- Must obtain a business license prior to occupancy
- Maximum occupancy is 80 people
- Must have security cameras inside and outside with a minimum 30-day retention.
- CUP is not transferable to others

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *JP7*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT FOR AN EVENT CENTER – LE JARDIN, BEING LOT 1, J. REYES SUBDIVISION LOCATED AT 3009 N. CONWAY AVENUE, SUITE 5

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

WHEREAS, the City Council of the City of Mission, held a public hearing at 4:30 p.m. on Monday, October 14, 2025, in the Council Chambers of the City Hall to consider the following conditional use permit:

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

Legal Description

Being Lot 1, J. Reyes
Subdivision
3009 N. Conway Avenue,
Suite 5

Type

Event Center – Le
Jardin

Conditions of Approval

- Approval for 1 year to evaluate the operations
- Must comply with all City Codes (Building, Fire, Health, etc.)
- Hours of operation are Every Day from 9:00 a.m. to 1:00 a.m.
- Must comply with the noise ordinance
- Must obtain a business license before occupancy
- Maximum occupancy is 80 people
- Must have security cameras inside and outside with a minimum 30-day retention
- CUP is not transferable to others.

READ, CONSIDERED, AND PASSED, this the 14th day of October, 2025.

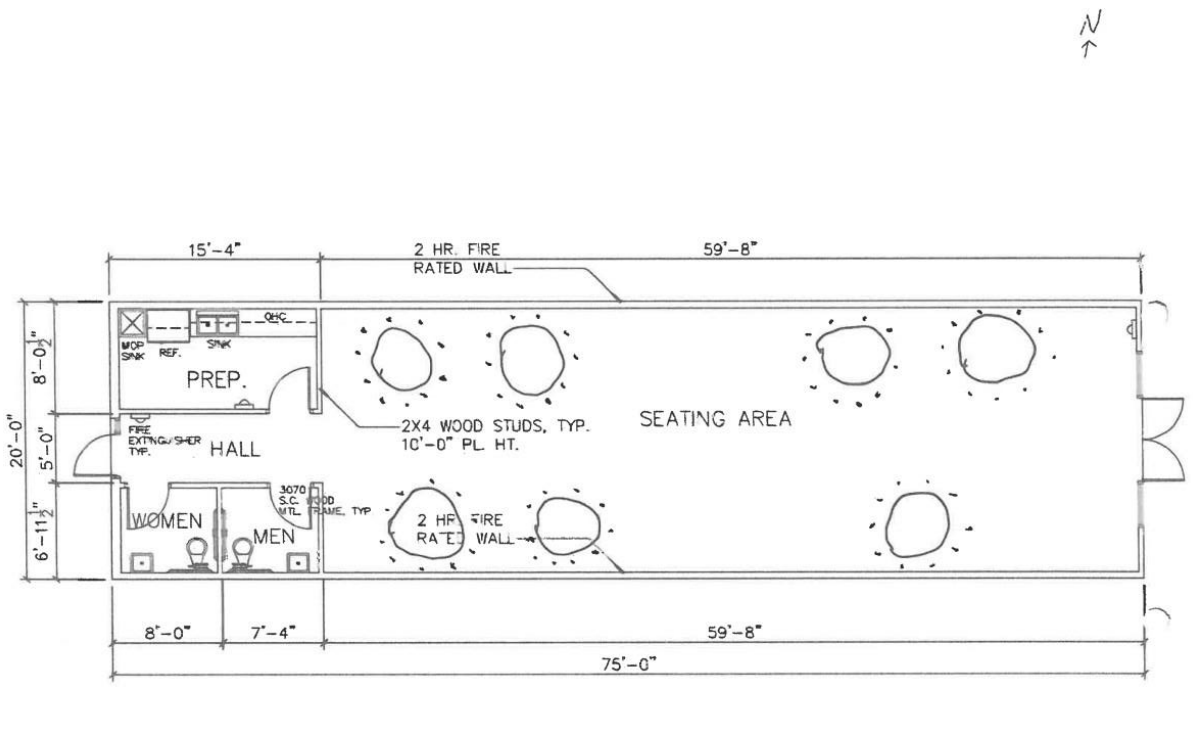
Norie Gonzalez Garza, Mayor

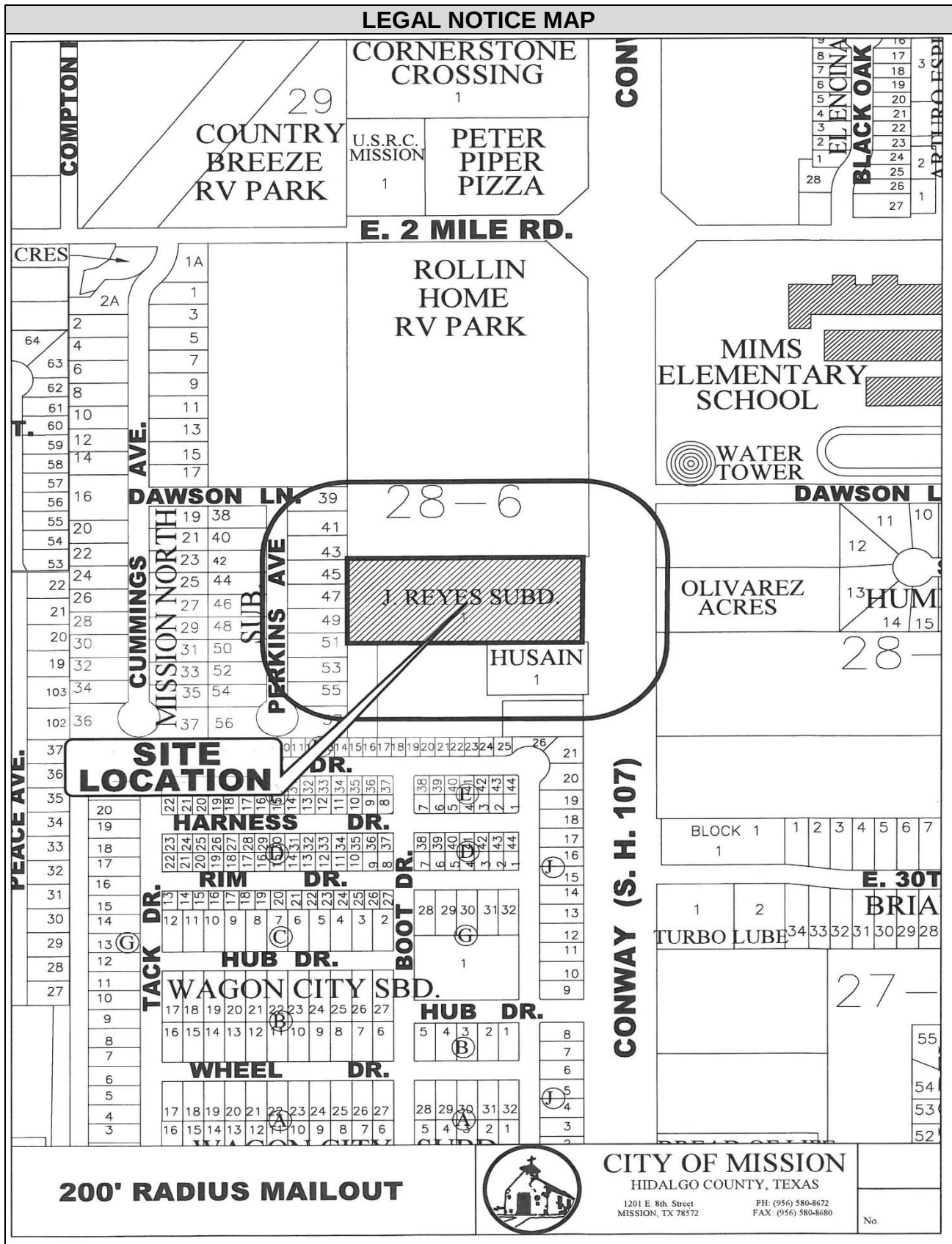
ATTEST:

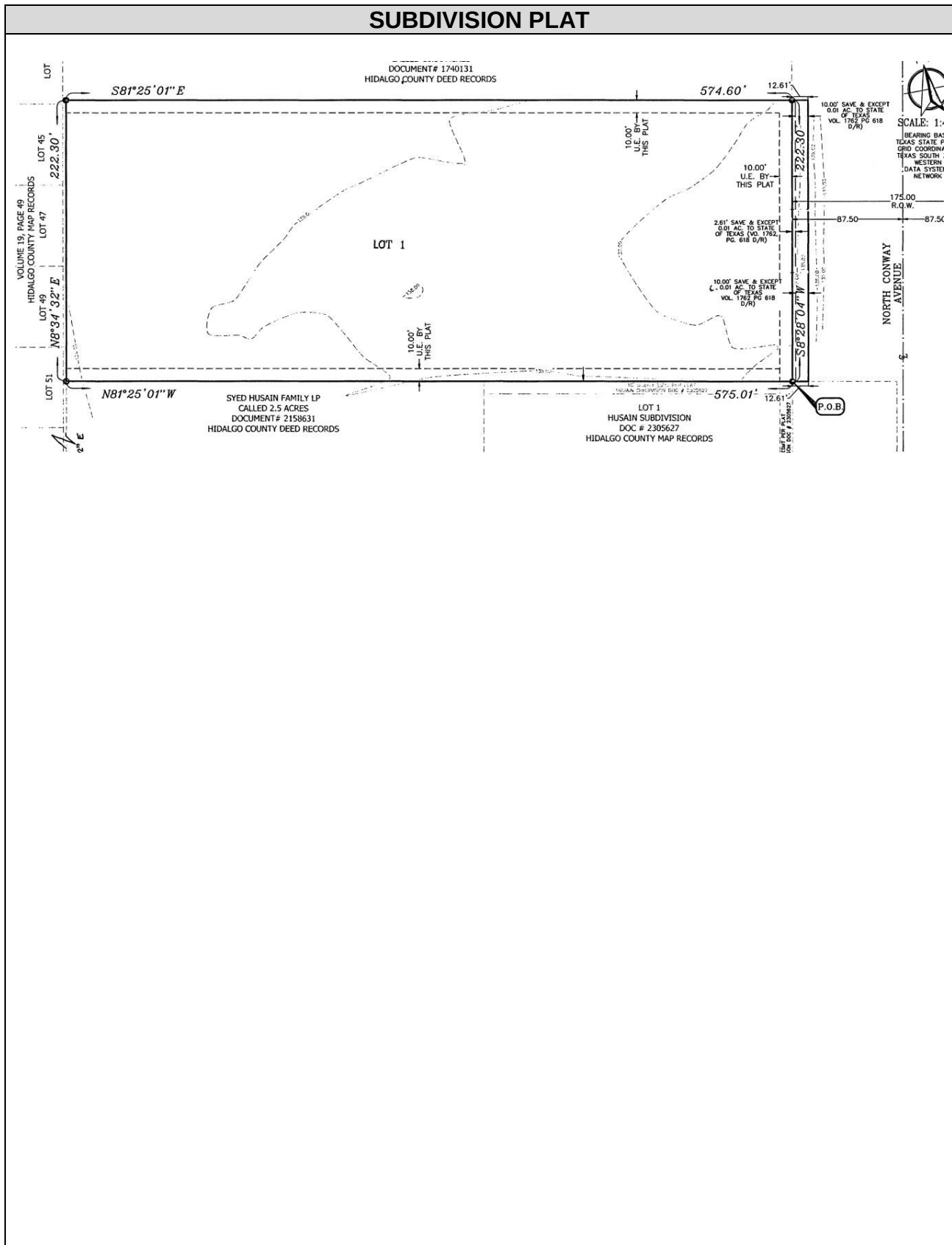
Anna Carrillo, City Secretary

EXHIBIT "A"

Item 22.

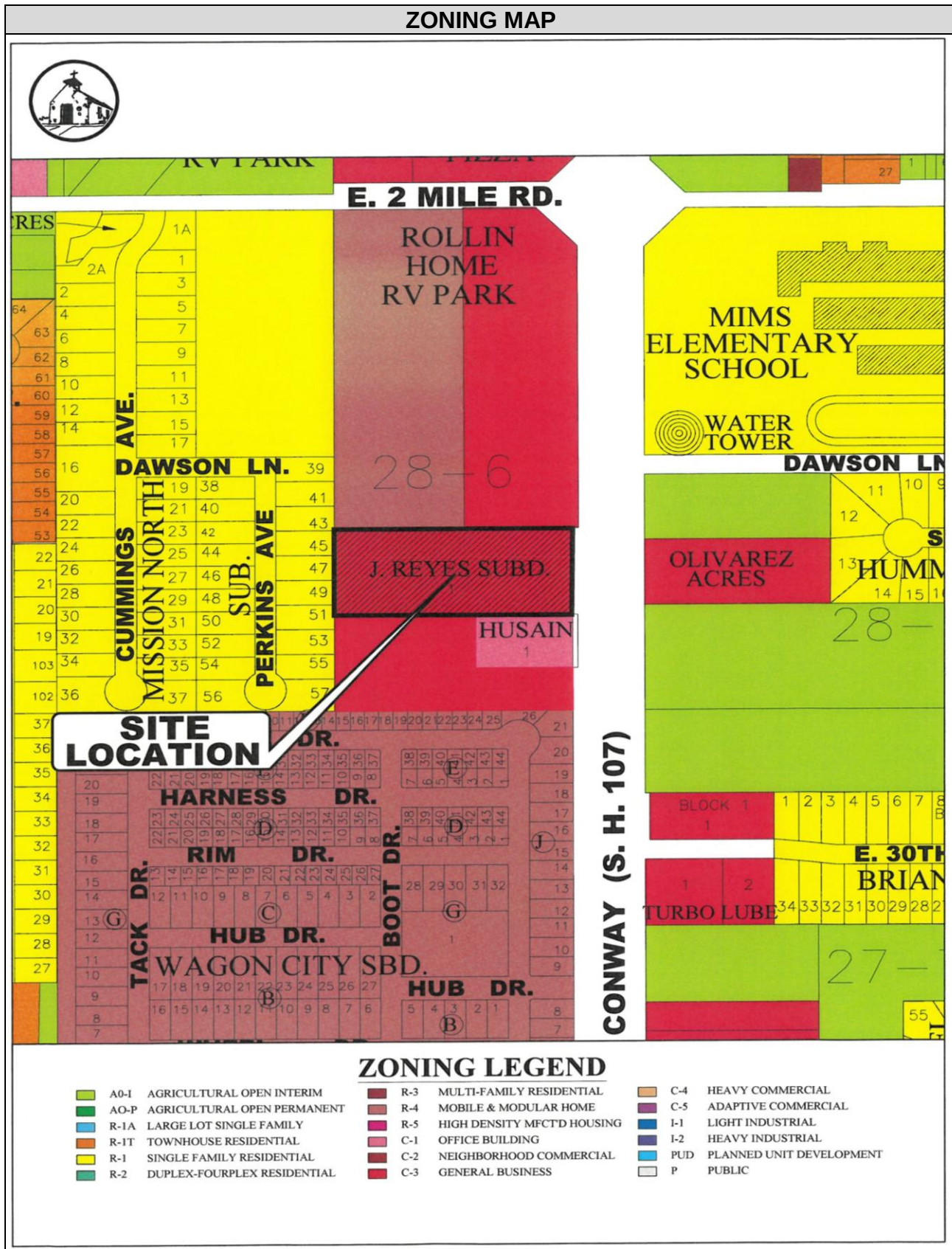




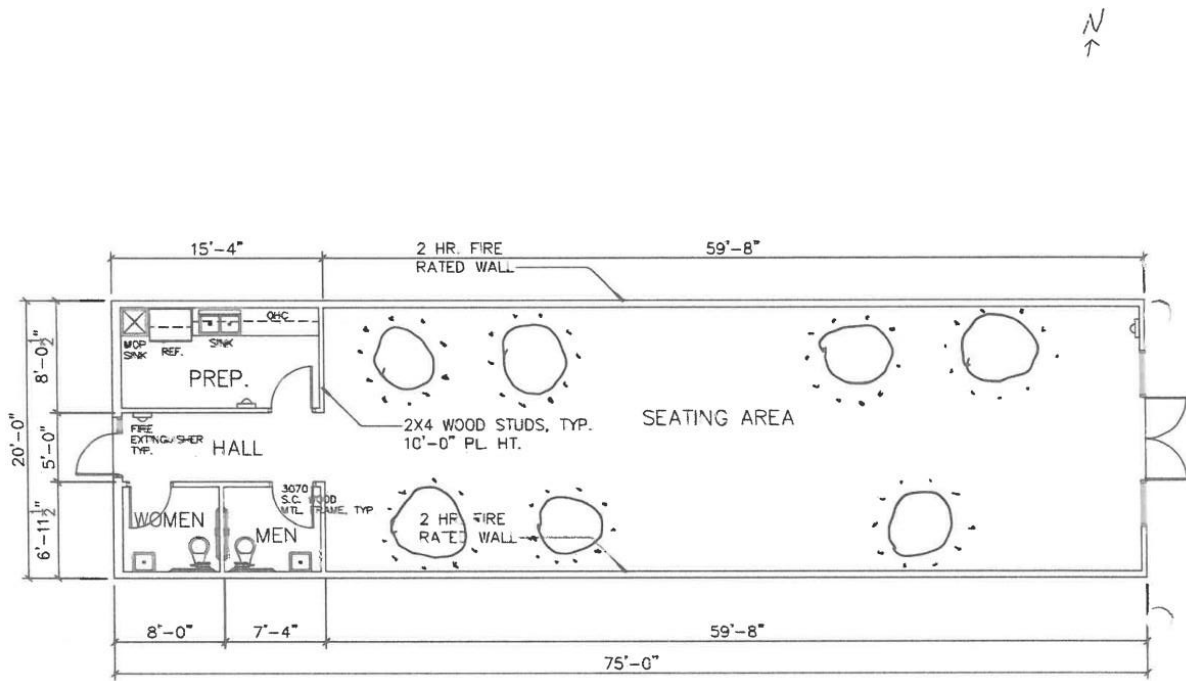


AERIAL MAP





FLOOR PLAN



PHOTOS



PHOTOS



MAILOUT LIST

PROP_ID	geolD	name	addrDelive	addrCity	addrState	addrZip
317181	W0100-00-028-0006-00	SYED HUSAIN FAMILY LP	7020 N 1ST ST	MCALLEN	TX	78504-1928
238747	M5150-00-000-0052-00	LOPEZ DIANA S & SANTOS A MORENO JR	3005 PERKINS AVE	MISSION	TX	78574-2112
238743	M5150-00-000-0048-00	SANCHEZ YOLANDA G	3009 N PERKINS AVE	MISSION	TX	78572
238745	M5150-00-000-0050-00	ESTRADA RAUL FRANCISCO & MARTHA N	1302 E NOEMI ST	PHARR	TX	78577-6427
238737	M5150-00-000-0042-00	CANTU MARIA REBECA	101 E SIOUX RD UT 1478	PHARR	TX	78577
238736	M5150-00-000-0041-00	WYANT STANLEY & JOHNICE	3016 PERKINS AVE	MISSION	TX	78574-2111
238752	M5150-00-000-0057-00	CHAVEZ JORGE I	3000 PERKINS AVE	MISSION	TX	78574-2111
238734	M5150-00-000-0039-00	WYANT STANLEY	3018 PERKINS AVE	MISSION	TX	78574-2111
317190	W0100-00-028-0007-00	GUAJARDO ELIA MONICA & GABRIELA MONTOYA	2210 E 28TH ST	MISSION	TX	78574
317193	W0100-00-028-0007-04	HEITSHUSEN ELMER	1935 TRIWAY LN	HOUSTON	TX	77043-2943
587214	O3200-00-000-0001-00	CAVAZOS BEN A	915 W BUSINESS HIGHWAY 83	MISSION	TX	78572-3649
238741	M5150-00-000-0046-00	GALVAN MARCOS JR	204 SOLAR DR	MISSION	TX	78574-2332
238739	M5150-00-000-0044-00	ZUNIGA RODOLFO & ANABEL	3013 PERKINS AVE	MISSION	TX	78574-2112
238735	M5150-00-000-0040-00	MERCADO ADELAIDO G JR & YOLANDA GONZALEZ MERCADO	3017 PERKINS AVE	MISSION	TX	78574-2112
238750	M5150-00-000-0055-00	SANCHEZ ELEAZAR Jr	3002 PERKINS AVE	MISSION	TX	78574-2111
238748	M5150-00-000-0053-00	PEREZ OSCAR J & LINDA	3004 PERKINS AVE	MISSION	TX	78574-2111
238746	M5150-00-000-0051-00	VILLEGAS SANTIAGO JR	3006 PERKINS AVE	MISSION	TX	78574-2111
238738	M5150-00-000-0043-00	GARCIA ROGELIO F & JUANITA	3014 PERKINS AVE	MISSION	TX	78574-2111
238742	M5150-00-000-0047-00	GUAJARDO MARIA M	3010 PERKINS AVE	MISSION	TX	78574-2111
238744	M5150-00-000-0049-00	FLORES JESUS A III & KATY ZAMORA	3008 PERKINS AVE	MISSION	TX	78574-2111
238740	M5150-00-000-0045-00	CYFLY INVESTMENTS LLC	9806 LAS PALMAS	MCALLEN	TX	78504
317183	W0100-00-028-0006-03	YUCCA STREET INVESTMENTS LLC	1301 E 8TH ST	MISSION	TX	78572-5813
317185	W0100-00-028-0006-05	LATIN AMERICAN DISTRICT CONFERENCE OF	301 W 2 MILE RD	MISSION	TX	78574
895247	F3901-00-000-0001-00	SYED HUSAIN FAMILY LP	7020 N 1ST ST	MCALLEN	TX	78504-1928
895250	F3901-00-000-0002-00	SYED HUSAIN FAMILY LP	7020 N 1ST ST	MCALLEN	TX	78504-1928
895251	F3901-00-000-0003-00	SYED HUSAIN FAMILY LP	7020 N 1ST ST	MCALLEN	TX	78504-1928
317194	W0100-00-028-0007-05	HEITSHUSEN ELMER	1935 TRIWAY LN	HOUSTON	TX	77043-2943
1238657	J1845-00-000-0001-00	REYES JUAN RAMON	705 SINATRA DR	EDINBURG	TX	78542-1503



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025

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

AGENDA ITEM: Conduct a public hearing and consideration of the adoption of an ordinance amending the code of ordinances Appendix A - Zoning, Article VIII – Use Districts and Conditional Uses, Section 1.36 (3) (L) – AO-I (Agricultural Open Interim Use District); Conditional Uses to add Bed & Breakfast and Event Centers to the list of possible conditional uses. Applicant: City of Mission, Adoption of Ordinance # _____ - Cervantes

NATURE OF REQUEST:

Project Timeline:

- October 1, 2025 – Ordinance reviewed and approved by the Planning and Zoning Commission
- October 14, 2025 – Consideration of the adoption of the ordinance by the City Council.

Summary:

- Due to other factors on November 25, 2019, a provision was removed from the list of possible conditional uses that would previously allow event centers and bed and breakfasts to be established in a property zoned Agricultural Open Interim.
- The language that was removed would allow as a conditional use other uses which, as determined by the Planning and Zoning Commission, are not contrary to the purpose established for the district.
- By the removal of that language from the code of ordinance, an event center or a bed and breakfast facility became not a possible conditional use under this zoning category.
- The proposed ordinance would allow those types of facilities with a conditional use permit after public hearings are held.

STAFF RECOMMENDATION:

Staff recommends the adoption of the ordinance.

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *JP7*

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF MISSION CODE OF ORDINANCES APPENDIX A – ZONING, ARTICLE VIII – USE DISTRICTS AND CONDITIONAL USES, SECTION 1.36(3)(L) – AO-I (AGRICULTURAL OPEN INTERIM USE DISTRICT); CONDITIONAL USES TO ADD BED & BREAKFAST AND EVENT CENTERS, PROVIDING REPEALER CLAUSE; PROVIDING SEVERABILITY CLAUSE; PROVIDING EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.

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

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

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

WHEREAS, The City Council of the City of Mission finds that it is in the best interest of the citizens of Mission to amend the Code of Ordinances as set forth below;

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

SECTION 1: That the City of Mission Code of Ordinances, Appendix A – Zoning, Article VIII.- Use Districts and Conditional Uses Subsection 3(l) be hereby amended by adding the language underlined (added) to read in full as follows:

(L) Bed & Breakfast and Event Centers

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

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

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

PASSED, APPROVED, AND ADOPTED THIS _____ DAY OF _____, 2025,
at a regular meeting of the City Council Elective Commission of the City of Mission, Texas at

which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

CITY OF MISSION

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

APPROVED AS TO FORM:

Patricia A. Rigney, City Attorney



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025
PRESENTED BY: Anna Carrillo, City Secretary
AGENDA ITEM: Approval of Minutes – Carrillo
 Regular Meeting – September 23, 2025

NATURE OF REQUEST:

See attached minutes

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *JP7 / AG*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



MINUTES

PRESENT:

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

ABSENT:

ALSO PRESENT:

Lourdes Cardenas
Monica Ibarra
Corin Gonzalez
David Bridgewater

STAFF PRESENT:

Anais Chapa, Assistant City Secretary
Edgar Gonzalez, Deputy City Engineer
Cesar Torres, Chief of Police
Vidal Roman, Finance Director
Xavier Cervantes, Planning Director
Alex Hernandez, Asst Planning Director
Yenni Espinoza, Library Director
Ruben Hernandez, Media Relations
Humberto Garcia, Media Relations
Sydney Hernandez, Media Relations Director
Judith Garcia, Deputy Media Relations Director
Michael Fernuik, Golf Course Director
Mike Silva, Fire Chief
Roel Mendiola, Sanitation Director
Steven Kotsatos, Health Director
Juan Avila, Fleet Director
Joel Chapa, Police Officer
Orlando Garcia, Police Officer

REGULAR MEETING

CALL TO ORDER AND ESTABLISH QUORUM

With a quorum being present, Mayor Norie Gonzalez Garza called the meeting to order at 4:32 p.m.

INVOCATION AND PLEDGE ALLEGIANCE

Councilwoman Jessica Ortega led the invocation and Pledge of Allegiance.

DISCLOSURE OF CONFLICT OF INTEREST

Mayor Pro Tem Plata filed a conflict of interest on Item 11 due to his employment with Synergy One Lending, Inc.

PRESENTATIONS

1. Proclamation - MCISD Gear Up Program – Carrillo

Mayor Pro Tem Plata moved to approve the Proclamation – MCISD Gear Up Program. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

2. Proclamation - National Food Safety Education Month – Kotsatos

Mayor Pro Tem Plata moved to approve the Proclamation – National Food Safety Education Month. Motion was seconded by Councilwoman Marissa Gerlach and approved unanimously 5-0.

3. Proclamation - Fill the Boot Days – Silva

Councilwoman Ortega moved to approve the Proclamation – Fill the Boot Days. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

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

Councilwoman Ortega moved to approve the Proclamation – National Day of Remembrance for Murder Victims. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5.0.

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

Brenda Enriquez, Greater Mission Chamber of Commerce President, spoke about events that happened throughout the month such as: Ribbon Cuttings: Mission Regional Medical Center Step One Service Program, Consuelo Behavioral Health Services, Texas Citrus Fiesta Tree Planting Ceremony, and Shary Oaks. The Chamber of Commerce has welcomed four new members: Salon Agave, Madrinas Insurance, Recovery Center, and Monter Bookkeeping Services. Upcoming Events would be the 22 year celebration for Taqueria Oviedo on September 30th and the Annual Member Business Banquet on October 9th. At the member banquet, the following will be announced: Nonprofit of the Year: Capable Kids, Business of the Year: Halff, Business Leader of the Year: Veronica “Ronnie” Ontiveros.

6. Departmental Reports – Terrazas / A. Garcia

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

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

No Comments

ANNOUNCEMENTS - CITY COUNCIL / CITY MANAGER

City Manager – Juan Pablo “JP” Terrazas announced the Texas Citrus Fiesta Product Costume Show Saturday, September 27th, Town Hall Meeting at Bryan Elementary on September 30th at 5:30 p.m., Boo-tiful Home Decorating Contest is ongoing through October 17th, Fall Sweep on Saturday, September 27th from 8am – 12pm at 1400 S. Conway.

City Council – Councilwoman Gerlach stated that she had attended the Ribbon Cutting Ceremony for RGV Paddle Club, and she encouraged everyone to visit the new facility.

Mayor – No Comments

PUBLIC HEARING

PLANNING & ZONING RECOMMENDATIONS

8. Conduct a public hearing and consideration of a rezoning request from Agricultural Open Interim District (“AO-I”) to Light Industrial District (“I-1”), being the North 30.458 acres out of Lot 6-9, West Addition to Sharyland Subdivision, located along the East side of Mayberry Road approximately 170 feet North of Military Highway. Applicant: Victor Trevino c/o Bruno M. Castillo, Adoption of Ordinance #5718 - Cervantes

The applicant was requesting to rezone the subject property from Agricultural Open Interim District (“AO-I”) to Light Industrial District (“I-1”) for a proposed industrial development. The tract of land measures 1,005.4 feet along Mayberry Road and had a depth of 1,320 feet. The surrounding zones were Agricultural Open Interim (A-OI) to the north and east, Agricultural Open Interim (A-OI) and Light Industrial (I-1) to the south and Light Industrial District (I-1) to the west. The surrounding land uses were agricultural land to the west, south and east and a battery storage facility to the north. The subject property was used as farmland. The Future Land Use Map showed the subject property as General Commercial and Planned Unit Development but, during the workshops held in February and March of 2025, the Planning and Zoning Commission labeled the subject property in the working map as future industrial. The requested zoning was in line with the future land use map designation for the property from the workshops working map. The future 365 Toll Road cuts through a portion of the property as shown in the attached RMA map and reflected in the Future Land Use Map exhibit. Notices were mailed to 10 surrounding property owners. Planning staff had not received any phone calls from the surrounding property owners.

Staff and Co-Interim City Managers recommended approval.

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

There were no comments.

Juan Pablo “JP” Terrazas, Co-Interim City Manager called Mr. Trevino up to ask if the environmental assessment had been completed for this project.

Mr. Trevino stated that the environmental assessment had been completed and approved.

Mayor Pro Tem Plata moved to approve the rezoning request from Agricultural Open Interim District (“AO-I”) to Light Industrial District (“I-1”), being the North 30.458 acres out of Lot 6-9, West Addition to Sharyland Subdivision, located along the East side of Mayberry Road approximately 170 feet North of Military Highway. Applicant: Victor Trevino c/o Bruno M. Castillo, Adoption of Ordinance #5718. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

ORDINANCE NO. 5718

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A REZONING THE NORTH 30.458 ACRES OUT OF LOT 6-9, WEST ADDITION TO SHARYLAND SUBDIVISION, LOCATED ALONG THE EAST SIDE OF MAYBERRY ROAD APPROXIMATELY 170 FEET NORTH OF MILITARY HIGHWAY, FROM AO-I (AGRICULTURAL OPEN INTERIM) TO I-1 (LIGHT INDUSTRIAL)

9. Conduct a public hearing and consideration of a rezoning request from General Business District (“C-3”) to Single-family Residential District (“R-1”), being a 0.148 acre tract of land out of Lot 6, Mission Acres Subdivision, located along the South side of

Green Lawn Drive approximately 150 feet East of Washington Avenue. Applicant: Jesus Ivan Perez, Adoption of Ordinance #5719 - Cervantes

The applicant was requesting to rezone the subject property from General Business District (“C-3”) to Single-family Residential District (“R-1”) for the proposed construction of a residential home. The tract of land measured 50 feet along Green Lawn Drive and had a depth of 127.76 feet. The surrounding zones were Single-family Residential District (R-1) to the north and General Business District (C-3) to the west, east and south. The surrounding land uses were residential homes in all directions. The subject property was vacant. The Future Land Use Map showed the subject property as General Commercial, but the requested rezoning was in line with how the city block was developed with single-family homes. Notices were mailed to 24 surrounding property owners.

Staff and Co-Interim City Managers recommended approval.

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

Jesus Perez, applicant, stated that he was requesting this in order to be able to build a home for his family.

Councilwoman Ortega moved to approve the rezoning request from General Business District (“C-3”) to Single-family Residential District (“R-1”), being a 0.148-acre tract of land out of Lot 6, Mission Acres Subdivision, located along the South side of Green Lawn Drive approximately 150 feet East of Washington Avenue. Applicant: Jesus Ivan Perez, Adoption of Ordinance #5719. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

ORDINANCE NO. 5719

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A REZONING FOR A 0.148 ACRE TRACT OF LAND OUT OF LOT 6, MISSION ACRES SUBDIVISION, LOCATED ALONG THE SOUTH SIDE OF GREEN LAWN DRIVE APPROXIMATELY 150 FEET EAST OF WASHINGTON AVENUE, FROM C-3 (GENERAL BUSINESS) TO R-1 (SINGLE FAMILY RESIDENTIAL)

10. Conduct a public hearing and consideration of a Conditional Use Permit Renewal for a Mobile Food Unit – Café Allegro, in a (C-1) Office Building District, being a 0.56 of an acre tract of land being a portion of Lot 25-10, West Addition to Sharyland Subdivision, located at 1001 E. Griffin Parkway, Applicant: Jonathan Morales, Adoption of Ordinance #5720 - Cervantes

The subject site was located approximately 300’ east of E. Palm Circle along the north side of E. Griffin Parkway. Per Code of Ordinance, Mobile Food Units required the approval of a Conditional Use Permit by the City Council. The applicant was leasing an area within the Picasso Chiropractic Clinic to place Café Allegro Mobile Food Unit. He offered a variety of coffees and pastries. This operation was only for pick-up and go. Access to the site was provided off Griffin Parkway through an existing 22’ concrete driveway. The proposed days and hours of operation are Monday–Saturday from 7:00 am to 7:00 pm, closed on Sundays. Staff: 2 employees; Parking: There was a total of 8 parking spaces available that would be shared amongst the two businesses. Staff notes that the Chiropractic Clinic operates by appointment only. The last conditional use permit approved for the mobile food unit for this location was on October 28, 2024 for a period of 1 year. Staff noted that this would be the 1st renewal. The Planning staff had not received any objections to the request from the surrounding property

owners. Staff mailed out (14) legal notices to surrounding property owners. In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval to ensure that a use requested by a Conditional Use Permit was compatible and complementary to adjacent properties.

Staff and Co-Interim City Managers recommended approval subject to compliance with the following conditions: Permit for two (2) years to continue to assess this conditional use permit. Continued compliance with all City Codes (Building, Fire, Health, Sign codes, etc.). CUP is not transferable to others. Hours of operation to be as follows: Monday – Saturday from 7:00 am to 7:00 pm.

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

There were no comments.

Councilwoman Ortega moved to approve a Conditional Use Permit Renewal for a Mobile Food Unit – Café Allegro, in a (C-1) Office Building District, being a 0.56 of an acre tract of land being a portion of Lot 25-10, West Addition to Sharyland Subdivision, located at 1001 E. Griffin Parkway, Applicant: Jonathan Morales, Adoption of Ordinance #5720. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

ORDINANCE NO. 5720

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT RENEWAL FOR A MOBILE FOOD UNIT – CAFÉ ALLEGRO, IN A (C-1) OFFICE BUILDING DISTRICT, BEING A 0.56 OF AN ACRE TRACT OF LAND BEING A PORTION OF LOT 25-10, WEST ADDITION TO SHARYLAND, LOCATED AT 1001 E. GRIFFIN PARKWAY

11. Conduct a public hearing and consideration of a Conditional Use Permit to allow a Mortgage Lending Company in a (C-2) Neighborhood Commercial District, being Lot 1, Bannworth Business Center Subdivision, located at 1821 N. Shary Road, Suite 6, Applicant: Synergy One Lending, Inc. Adoption of Ordinance #5721 - Cervantes

The subject site was located along the west side of Shary Road between Village Drive and Mulberry Street. Per Code of Ordinance, loan companies in a Neighborhood Commercial District required the approval of a Conditional Use Permit by the City Council. The applicant was leasing a 1,152 square foot suite within a commercial plaza for a mortgage lending company. Access to the site was via a 30' driveway off of Shary Road. The proposed days and hours of operation are Monday–Friday from 8:00 am to 5:00 pm, Staff: 4 employees; Parking: Based on the square footage of the suite, there were a total of 6 parking spaces required for this business. It was noted that the parking area was held in common; 58 existing parking spaces are shared with other businesses, thus meeting code. Staff had seen this type of businesses in C-2 zones without creating a negative impact on the surrounding areas since the hours of operation are reasonable. Staff noted that there was an ordinance that regulated the distance between loan companies, which is 1,500 feet. This distance requirement was focused on payday loans. The Planning staff has not received any objections to the request from the surrounding property owners. Staff mailed out (20) legal notices to surrounding property owners. In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval to ensure that a use requested by a Conditional Use Permit is compatible and complementary to adjacent properties.

Staff and Co-Interim City Managers recommended approval subject to compliance with the following conditions: Life of the Use with the understanding that the permit could be revoked due to noncompliance. Continued compliance with all City Codes (Building, Fire, Health, Sign codes, etc.). CUP was not transferable to others. Hours of operation to be as follows: Monday – Friday from 8:00 am to 5:00 pm.

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

There were no comments.

Councilwoman Ortega moved to approve a Conditional Use Permit to allow a Mortgage Lending Company in a (C-2) Neighborhood Commercial District, being Lot 1, Bannworth Business Center Subdivision, located at 1821 N. Shary Road, Suite 6, Applicant: Synergy One Lending, Inc. Adoption of Ordinance #5721. Motion was seconded by Councilman Alberto Vela and approved 4-0, with Mayor Pro Tem Plata abstaining from discussion and voting on this item due to a conflict of interest, citing his employment with Synergy One Lending, Inc.

ORDINANCE NO. 5721

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT TO ALLOW A MORTGAGE LENDING COMPANY IN A (C-2) NEIGHBORHOOD COMMERCIAL DISTRICT, BEING LOT 1, BANNWORTH BUSINESS CENTER SUBDIVISION, LOCATED AT 1821 N. SHARY ROAD, SUITE 6

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 – September 9, 2025

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

Mission Economic Development Corporation – July 16, August 11, 2025

Mission Economic Development Authority – July 16, 2025

Mission Tax Increment Reinvestment Zone – July 21, 2025

Mission Redevelopment Authority – July 21, 2025

Mission Education Development Council – July 16, 2025

Zoning Board of Adjustments – May 28, 2025

Special Zoning Board of Adjustments – May 8, 2025

Accommodations Review Board – May 8, 2025

Planning and Zoning Commission – August 6, August 20, 2025

Parks & Recreation Board Meeting – August 12, 2025

14. Approval of Region One Education Service Center (ESC) Memorandum of Understanding (MOU) – Espinoza

The MOU allowed Region One ESC to use our facilities and Internet services to provide adult education courses free to the public through qualified instructional personnel. Region One personnel would provide instructional materials, supplies, and assessments.

15. Authorization to execute the second and final one-year renewal option for Offsite Document Storage, Destruction and Other Related Services, RFP No. 22-543-09-06, with 3GS, LLC – Carrillo

The City entered into a contract with Lone Star Shredding and Document Service dba 3GS, LLC under Bid No. 22-543-09-06 for Offsite Document Storage, Destruction, and Related Services. The contract allowed for two (2) one-year renewal options. This request was to exercise the second and final renewal allowed under the contract.

The renewal period would extend the contract from October 21, 2025 through October 20, 2026, with a 5% price increase applied in accordance with the original bid terms and conditions.

16. Approval of Interlocal Agreement between Mission Independent School District and City of Mission on behalf of Shary Municipal Golf Course to provide golf course and driving range usage to their respective golf teams in the amount of \$19,000.00 – Fernuik

Agreement between the City and District to coordinate accessibility and compensation for the District's use of the Shary Municipal Golf by District golf teams, in an effort to maximize resources and provided increased services to the public during the 2025/2026 District school year. Also, to provide a secure area designated under the Shary Municipal Golf Course Clubhouse for the storage of Golf clubs and Bags if the school district so desired. Mission ISD agreed to compensate Shary Municipal Golf Course the sum of \$19,000 for the usage once the Interlocal Agreement was signed. The rate increased by \$2,000 from the previous year.

17. Approval of Interlocal Agreement between Sharyland Independent School District and City of Mission on behalf of Shary Municipal Golf Course to provide golf course and driving range usage to their respective golf teams in the amount of \$19,000.00 -Fernuik

Agreement between the City and District to coordinate accessibility and compensation for the District's use of the Shary Municipal Golf by District golf teams, in an effort to maximize resources and provided increased services to the public during the 2025/2026 District school year. Also, to provide an secure area designated under the Shary Municipal Golf Course Clubhouse for the storage of Golf clubs and Bags if the school district so desired. Sharyland ISD agreed to compensate Shary Municipal Golf Course the sum of \$19,000 for the usage once the Interlocal Agreement was signed. The rate increased by \$2,000 from the previous year.

18. Authorization to submit a grant application to the Texas Department of Transportation for the STEP – Impaired Driving Mobilization 2026 Grant in the amount of \$45,000 with a 20% match accepted by TXDOT via in-kind match through fringe benefits and administrative costs – Torres

The Mission Police Department was seeking authorization to apply for the STEP – Impaired Driving Mobilization 2026 grant. This grant was crucial for the city of Mission as it allowed the opportunity to have more officers on the road during peak holidays (Spring Break, Christmas, New Years, Labor Day, and Independence Day). This grant allowed the Mission Police Department to increase patrols and enforcement (targeting impaired driving), which helped reduce roadway deaths and number of road accidents in the City of Mission. The grant was a year-round grant, split into mobilization periods per peak holiday. The grant period would be from 12/10/2025 to 09/04/2026. The grant application due date was upcoming in October 2025.

We kindly requested your authorization to proceed with the application process for this grant, as it aligned with our shared goal of promoting a safer environment for the residents and visitors of our city. The grant was a year-round grant, split into mobilization periods per peak holiday (Spring Break, Christmas, New Years, Labor Day, and Independence Day). The total grant request was for \$45,000. The grant required a 20% in-kind match, which was accepted by TXDOT through fringe benefits and administrative costs.

19. Approval of Resolution #2002, Resolution approving the resolution of Mission Economic Development Corporation authorizing the issuance of bonds on behalf of Vinton Steel LLC; and matters related thereto – Garcia

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

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

RESOLUTION NO. 2002

RESOLUTION APPROVING THE RESOLUTION OF MISSION ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING THE ISSUANCE OF BONDS ON BEHALF OF VINTON STEEL LLC; AND MATTERS RELATED THERETO

20. Authorization to re-lease ten (10) 2020 Ram 1500 2WD Crew Cab Tradesman from D&M Leasing Company (Buyboard #744-24) in the amount of \$109,165.60 – Avila

The City of Mission Planning, Public Works, and Sanitation departments were seeking authorization to re-lease a total of ten (10) 2020 Ram 1500 2WD Crew Cab Tradesman units from D&M Leasing Company (Buyboard contract #744-24). Six (6) units pertain to the Planning department, three (3) units pertain to the Public Works department, and one (1) unit pertains to the Sanitation Department. The Rams would be re-leased for an extended 12-month term. Monthly debt service (including principal and interest) would be \$622.52 per unit. The total purchase capitalized cost for the leased amounts to \$109,165.60.

21. Authorization to purchase Automotive Parts, Fluids, Maintenance equipment and supplies from AutoZone Region 4 R211201, NAPA Auto Parts BuyBoard Contract #715-23, O'Reillys Auto Parts Sourcewell Contract 100124-ORA for Fleet and Sanitation Departments Preventative Maintenance – Avila

Staff was seeking authorization to purchase Automotive Parts, Fluids, Maintenance equipment and supplies from AutoZone Region 4 R211201, NAPA Auto Parts BuyBoard Contract #715-23, and O'Reillys Auto Parts Sourcewell Contract 100124-ORA for the Fleet and Sanitation Department. Such items/supplies would be purchased on an as-needed basis for preventative maintenance on the city's fleet for the 2025-2026 fiscal year.

22. Authorization to purchase tires from Hesselbein and Southern Tire Mart via BuyBoard Contract 729-24 for the Fleet Department for the 2025-2026 Fiscal Year- Avila

Authorization to purchase tires from Hesselbein and Southern Tire Mart via BuyBoard Contract #729-24 (valid from 03.01.2024-02.28.2027) for the 2025-2026 fiscal year. Tires would be purchased on an as-needed basis for the city's units, Sanitation department and special equipment.

23. Approval of pre-negotiated service agreements for hourly labor rates and parts mark ups for fleet repairs on all city units to include special equipment and Sanitation Units for the 2025-2026 Fiscal Year – Avila

Staff was requesting approval of pre-negotiated service agreements with Amigo Power Equipment, Bobcat of the RGV, Vermeer Equipment, D&R Glass Etc, Inc., Desperado Harley Davidson, Fire and Rescue Maintenance LLC, Holt Cat, Lino's Automatic Transmission, Mission Paint and Body Shop, Regio Machining, Sames Ford McAllen, South Texas Buick GMC, Spikes Ford, Superior Oil Express, Tellus Equipment Solutions, Action Hydraulic Hoses, Admiral Auto Glass, AG Fleet Services, Border Engine Rebuilders, Diesel Fleet Care, Holt Truck Centers, J's Hydraulics, Rush Truck Center, Anderson, Bert Ogden, Nueces Power and South Texas Truck Center. Service agreements include repair hourly labor rates and parts mark-ups for all the City's Fleet and Special Equipment to include the Sanitation Units and are valid for the 2025-2026 Fiscal Year (10/01/2025-09/30/2026). Pursuant to Texas Local Government Code Section 252.022 (a)(3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property. Services and parts would be acquired on an as needed basis and will be determined solely by the City of Mission. Attached are the hourly labor rates and percentage mark ups on parts.

24. Approval of Resolution #2003 authorization to enter into a Lease-Purchase Agreement with Government Capital Corporation for the purpose of financing a Generator – Garcia

Staff was requesting to enter into a Lease Purchase Agreement with Government Capital Corporation for the purpose of financing a generator. The first payment would be made in fiscal year 2025-2026. The loan was for five (5) years at 5.148% annual interest, with yearly payments of \$198,054.03.

This expenditure would be under General Exemption 252.022 (a) (2) of the Texas Local Government Code: a procurement necessary to preserve or protect the public health or safety of the municipality's residents.

RESOLUTION NO. 2003

A RESOLUTION REGARDING A LEASE PURCHASE AGREEMENT FOR THE PURPOSE OF FINANCING A "GENERATOR(s)".

25. Authorization to accept the FY 2025-2026 Other Victim Assistance Grant (OVAG) from the Office of the Attorney Generals' Crime Victim Services Division in the amount of \$49,500.00 with no cash match – Torres

The grant was a one-year grant for FY 2025-2026. The total amount of the grant award was \$49,500.00. This grant would allow the Mission Police Department to continue the services provided by our Crime Victims Liaison program. There was no cash match required by the City of Mission. This grant would be in effect from September 2025 through August 2026.

26. Authorization to accept grant funds from the Office of the Governor for the FY 2026 Body Worn Camera Program (BWC), in the total amount of \$28,150.00, with a 25% cash match from the City – Torres

On September 03, 2025, the Mission Police Department was awarded \$28,150.00 from the FY 2026 Body Worn Camera Program (BWC) with the Office of the Governor. This grant award would allow the department to acquire seventeen (17) body-worn cameras for daily operations

of sworn officers. This grant opportunity required a 25% cash match of \$9,375.00. The total project cost was \$37,500.00.

27. Authorization to purchase twenty-eight (28) bulletproof vests for police officers, from Galls, LLC (Buyboard #698-23), totaling \$26,472.00 with \$13,236.00 reimbursable from the U.S. Department of Justice - Torres

The Mission Police Department was seeking authorization to purchase (28) twenty-eight bulletproof vests for police officers. The total purchase amount was \$26,472.00. This purchase would be made from Galls, LLC (Buyboard #698-23). A total of 50% of this purchase, \$13,236.00, would be reimbursed through the Bulletproof Vests Grant (FY 2023 & 2024).

28. Authorization to accept grant funds from the Texas Department of Transportation for the FY 2026 General Grant Proposal Grant (Nurse Phlebotomy Program), in the total amount of \$183,522.10, with an in-kind 20% match from the City subject to a budget amendment – Torres

The Mission Police Department requested authorization to accept grant funds from the Texas Department of Transportation for the FY 2026 General Grant Proposal Grant (Nurse Phlebotomy Program). The total grant amount was \$183,522.10, which included a match of \$37,558.10 required by the City of Mission.

TXDOT would award a total of \$141,000.00 in funds to contract/house a registered nurse at the Mission Police Department at the jail section. Housing the registered nurse would facilitate the blood search warrant process during peak hours (7 pm to 3 am), and keep patrol officers from waiting at hospitals for long periods for blood draws. The registered nurse would be employed/contracted by the Mission Hospital, who will hold all liability (medical & legal).

TXDOT was accepting the match as an in-kind match, which will be fulfilled as follows: \$4,942.10 for (120) Administrative hours (including salary & fringe benefits), \$1,580.00 for the budgeted purchase of (200) blood tubes, \$11,036.00 paid towards the budgeted contractual services for alcohol breath testing (relieve recent contract increase), \$12,600.00 costs for the building use and utilities, and \$7,400.00 in social media awareness/public safety announcements (see attached social media valuations). By matching with in-kind (totaling \$37,558.10), the City of Mission's cash match is zero. The grant period was from October 1, 2025 to September 30, 2026.

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

The City of Penitas was in need to continue services for the temporary housing and detention of prisoners awaiting arraignment. The Mission Police Department agreed to make use of the agency's holding facility for prisoners of the Penitas Police Department, subject to the availability of space based on the facility's capacity. The temporary housing of prisoners would be at a cost of \$54.00 per prisoner per day. The cost included detention, transportation and meal costs. Term of the Agreement was for one year commencing on October 1, 2025 and ending at midnight on September 30, 2026.

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

The City of Palmhurst was in need to continue services for the temporary housing and detention of prisoners awaiting arraignment. The Mission Police Department agreed to make use of the agency's holding facility for prisoners of the Palmhurst Police Department, subject to the availability of space based on the facility's capacity. The temporary housing of prisoners would be at a cost of \$54.00 per prisoner per day. The cost included detention, transportation and meal costs. Term of the Agreement was for one year commencing on October 1, 2025 and ending at midnight on September 30, 2026.

31. Authorization for First Extension of Medical Director Agreement between City of Mission Fire Department and Medical Director Dr. Ivan Melendez for an estimated cost of \$5,000 per month for FY 2025 – 2026 – Silva

The Mission Fire Department was seeking authorization for First Extension of Medical Director Agreement between City of Mission Fire Department and Medical Director Dr. Ivan Melendez for an estimated cost of \$5,000 per month for FY 2025 – 2026. Dr. Melendez provided specialized medical oversight in the development and administration of the Mission Fire Department's EMS Service.

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

Staff was requesting to purchase beer, wine & liquor for resale on as needed basis at the Mission Event Center and Shary Municipal Golf Course from the following vendors. Glazer's Beer and Beverage, L&F Distributors, Holiday Wine & Liquor thru September 30, 2026. As per Texas Local Government Code 252.022(D)(14) General Exemptions, "goods purchased by a municipality for subsequent retail sale by the municipality" the goods acquired by the Mission Event Center and Shary Municipal Golf Course are exempt from the competitive bid process.

- Mission Event Center budget not to exceed \$72,000
- Shary Municipal Golf Course not to exceed \$61,200

33. Approval of Memorandum of Understanding between Mission EDC and the City of Mission related to Facility Maintenance Services for the CEED Building – T. Garcia

Mission EDC staff was requesting the Mayor's execution of a Memorandum of Understanding (MOU) concerning facility maintenance services for the CEED building. By approving this MOU, the City of Mission would allocate its maintenance staff to carry out general maintenance services including routine inspections, basic repairs, HVAC maintenance, floor care, minor plumbing and electrical issues, groundskeeping, building and safety checks, and exterior maintenance, along with other services as outlined in the MOU. Mission EDC would compensate the City of Mission with \$65,000 annually for these services, effective upon the execution of the MOU by both parties, with the agreement set to expire on September 30, 2026. The Mission EDC Board of Directors approved the MOU on September 17, 2025.

Mayor Pro Tem Plata moved to approve all consent agenda items 12 thru 33 as presented. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

APPROVALS AND AUTHORIZATIONS

34. Plat Approval Subject to Conditions for Bellwood Manor Subdivision Phase I, a tract of land containing 26.79 acres of land, being part or portion of Lot 39, Lot 40, Lot 41, and a 70.00 strip of canal right-of-way between Lot 40 and Lot 41, Bell-woods Company's Subdivision "C", located on the East side of Trosper Road and approximately 1,970

linear feet North of W. Mile 2 Road, Developer: Dina Salinas, Engineer: S2 Engineering, PLLC., - Cervantes

The subdivision was located on the East side of Trosper Road and approximately 1,970 linear feet North of W. Mile 2 Road. This project was a proposed 70 multi-family lot subdivision that would be built out in two phases as part of a master plan. Phase I would consist of 30 multi-family lots. The proposed lots were in line with the required lot sizes for R-2 zoning. The average lot size measured 82 feet by 130 feet with an area of 10,660 square feet. The site was in a Zone “C” (no shading), defined as an area of minimal flooding, according to the FEMA Firm Community Panel No.480334 0400 C, map revised dated November 16, 1982. The development surface would be graded to direct storm water toward curb and gutters and intercepted by type “A” curb inlets that lead to a detention facility. This system would bleed into City of Mission systems. The Engineering Department had reviewed and approved the drainage report. Water service would be provided by connecting to an existing 8” water line located along the East side of N. Trosper Road and looped to an existing main line within the recorded Amber Groves Estates Subdivision which was prepped with a flush valve that would be removed. Each lot would be serviced by a 2” water line to accommodate each duplex/fourplex. There was total of 3 fire hydrants as per the Fire Marshall’s directive. The sanitary sewer line runs to and thru the subdivision collecting from 4” sewer stub. A Capital Sewer Recovery Fee was required at \$670 per lot which equated to \$20,100.00. Required fees included Park Fee (\$500xUnit), Conveyance or Payment of Water Rights (\$3000 per acre), and all other format findings will be complied with prior to the recording of the plat. The internal street was public 32 feet back-to-back within a 50 feet right-of-way and an access only thru N. Trosper Road.

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

Mayor Pro Tem Plata moved to approve Bellwood Manor Subdivision Phase I, a tract of land containing 26.79 acres of land, being part or potion of Lot 39, Lot 40, Lot 41, and a 70.00 strip of canal right-of-way between Lot 40 and Lot 41, Bell-woods Company’s Subdivision “C”., located on the East side of Trosper Road and approximately 1,970 linear feet North of W. Mile 2 Road, Developer: Dina Salinas, Engineer: S2 Engineering, PLLC.. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

35. Granting a Variance of Ordinance No. 2198 allowing Sharyland ISD fireworks display on October 1, 2025 for Homecoming festivities under the supervision of Mission Fire Department and Mission Fire Prevention – Cavazos

Consideration of a request from Sharyland ISD for a firework display on Wednesday, October 1, 2025, at 8:45 p.m. The public viewing would take place at the Sharyland High School main parking lot area. All required safety precautions would be observed.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to grant a Variance of Ordinance No. 2198 allowing Sharyland ISD fireworks display on October 1, 2025 for Homecoming festivities under the supervision of Mission Fire Department and Mission Fire Prevention. Motion was seconded by Councilman Vela and approved unanimously 5-0.

36. Approval of Budget Amendment: General, Utility, Golf, Solid Waste, Capital Projects, Police Dept Special, Police Federal Sharing, Designated Purpose – Roman

Approval of the attached budget amendments:

General Fund – (\$851,200 -Revenues/\$1,445,477 Expenditures)

Utility Fund – (\$646,500 Revenues/\$148,050 Expenditures)

Golf Fund – (\$65,000 Revenues/\$107,100 Expenditures)

Solid Waste Fund- (\$474,500 Revenues/\$400,900 Expenditures)

Capital Projects Fund-(\$21,759,925 Revenues/\$21,759,925 Expenditures)

Police Dept Special Fund-(\$1,504 Revenues/\$-10,550 Expenditures)

Police Federal Sharing Fund-(\$160,830 Revenues/\$27,500 Expenditures)

Designated Purpose Fund – Various Grants (\$1,608,742 Revenues/\$947,918 Expenditures)

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to approve Budget Amendments: General, Utility, Golf, Solid Waste, Capital Projects, Police Dept Special, Police Federal Sharing, Designated Purpose. Motion was seconded by Councilman Vela and approved unanimously 5-0.

37. Presentation of July 2025 Unaudited Financial Statements – Roman

July 2025 Unaudited Financial Statements

Staff and Co-Interim City Managers recommended approval of the presentation.

No Action Taken; Presentation Only

UNFINISHED BUSINESS

None

At 5:30 p.m., Mayor Pro Tem Plata moved to convene into Executive Session. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

EXECUTIVE SESSION

Councilman Vela stepped out of executive session at 6:19 p.m.

Mayor Pro Tem Plata stepped out of executive session at 6:59 p.m.

Upon conclusion of Executive Session at 7:16 p.m., Councilwoman Gerlach moved to reconvene the regular meeting. Motion was seconded by Councilwoman Ortega and approved unanimously 3-0.

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

No Action

2. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney) regarding roles and responsibilities

No Action

ADJOURNMENT

At 7:17p.m., Councilwoman Ortega moved for adjournment. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025
PRESENTED BY: Juan Pablo "JP" Terrazas / Andy Garcia – Assistant City Managers
AGENDA ITEM: Acknowledge Receipt of Minutes – Terrazas / A. Garcia
Ambulance Board Meeting – May 21, 2025
Civil Service Commission – September 15, 2025
Citizen's Advisory Committee – August 26, 2025
Shary Golf Course Advisory Board – August 6, 2025
Cimarron Public Improvement District – July 7, 2025

NATURE OF REQUEST:

See attached minutes.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *JP7 / AG*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



**Ambulance Board Meeting
CEED Building
May 21, 2025 at 3:00 pm**

MINUTES

PRESENT:

Mike Silva, Fire Chief
Reynaldo Perez, Assistant Chief of Police
Jorge Flores, Acting Deputy Chief
Adelina Reyna, EMS & CD Administrative Assistant
Juanita Alvarez, Administrative Coordinator
Alberto Juarez, Acting EMS Captain
Jessica Ortega, City Council Member

ALSO PRESENT:

Tim Brown – Presiding Chair
Rene Lopez Jr. - Board Member
Dr. Ivan Melendez – Board Member
Kane Dawson – Board Member
Alvin Patina II – Board Member

CITIZENS PRESENT:

REGULAR MEETING

CALL TO ORDER AND ESTABLISH QUORUM

With a quorum being present, Presiding Chair Tim Brown called the meeting to order at 3:02 p.m.
Dr. Ivan Melendez presented himself at 3:15 p.m. (for the record)

INVOCATION AND PLEDGE ALLEGIANCE

Assistant Chief of Police Reynaldo Perez led the invocation and Pledge of Allegiance.

INTRODUCTION OF City Management/ Council Members:

Jessica Ortega, City Council Member

INTRODUCTION OF GUESTS

Fire Chief Mike Silva, Alberto Juarez, Adelina Reyna, Juanita Alvarez and Joey Flores from the Mission Fire Department were present.

Emergicon Kassi High and Arika Miller were present via Microsoft Teams

PRESENTATIONS

1. Mission Fire Department Quarterly Report – Deputy Chief Jorge Flores

- Numbers were presented for 01/01/2025- 03/31/2025
- Y-T-D have collected 1.5 million with cash per transport of \$494
- Private pay is not a big collector, for example in March there was \$2100 collected in private pay only
- We are prepping for the Texas Ambulance Services Payment Program (TASPP) to help bring some revenue back from private pay patients
- Averages of coverage by different insurances are Commercial Insurance is at 18% overall, Medicaid is 13%, Medicare is averaging 47% and fiscal year averaging 14%
- Total Call Volume January 534, February 548 and March 539
- 16% Non-Transports which are patient contact but refused to be transported
- 78% Transports and 4% other dispositions (no patient contact made)
- Total Call Volume of 1627 for this quarter
- Average response time 6:47, 65% of responses were under 8:00 minutes
- Fire Chief Mike Silva mentioned that Deputy Chief Flores has been instructed to start working on upgrading our ambulances from BLS to ALS
- Average response time for area code 78572 is 6:48 minutes
- Average response time for area code 78573 is 6:23 minutes
- Average response time for area code 78574 is 6:54 minutes
- Anticipating arrival of Medic 5 in June and Medic 6 will arrive 3 weeks after

- Percentage of transports by destination; Mission Regional Medical Center 45.4%, STHS McAllen Hospital 21.5%, Rio Grande Regional Hospital 9.8% and DHR Health 9.6%
- Call Volume Distribution by EMS Unit; Medic 1 is 28.93%, Medic 2 is 26.62%, Medic 3 is 26.32% and Medic 4 is 18.13%
- Relocation of Medic 4 to Central Fire Station during peak hours was mentioned in the meeting
- Call Volume of Overlapping Incidents 59%, 989 overlapping incidents with a total of 1669 incidents for this quarter
- Mutual Aid call logs were lost for January and February due to city security breach, in March we assisted Lone Star EMS twice, 10 runs mutual aid was received by partners and an engine company was sent as a first response
- Fire Chief Silva mentioned that when Medic 5 comes in if an additional unit is needed it will be staffed by Chief Silva, Chief Flores, Chief Cruz and Acting EMS Captain Juarez to aid other units during 8-5 p.m. business hour

2. Mission Police Department Presentation – Assistant Chief of Police Reynaldo Perez

- System is still down unable to provide information
- Chief Flores recognized the mental health officers for their outstanding work assisting EMS with certain calls
- City Council Member Jessica Ortega recommended the need for more officers to get trained in mental health
- Dr. Ivan Melendez mentioned that 75% of mental health patients come from the jails

3. Old Business

Ease Alert Reporting System

- Fire Chief Mike Silva updated the board members Ease Alert was installed through all 6 stations 2 weeks ago and any incoming calls will only be toned to the assigned station instead of all of them
- Chief Silva thanks Council for their support and funding of this project
- Working on 2nd phase which will display units on a monitor letting dispatch know who is available and who is out on a call

4. New Business

- Scheduled meeting Monday June 3, 2025 at 3:00 p.m. to discuss roles and responsibilities of the ambulance board members
- City Council Member Jessica Ortega suggested meetings to be open to everyone or create a form of a workshop once a month or once every 3 months to keep everyone informed and provide comments and concerns if any
- Upcoming ambulance board meetings will be presented to council by someone other than the Chief to update Mayor and Council Members on EMS matters

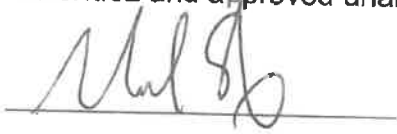
- Tim Brown wants a report on the Roles and Responsibilities for the ambulance board members meeting in the next ambulance board meeting
- Approval of minutes from February 26, 2025 board meeting Action Item
- Tim Brown makes a motion to approve the minutes. Dr. Ivan Melendez makes a second motion

5. Comments

- Tim Brown – Great job done by everyone
- Chief Rene Lopez – Doing a great job providing the service we do to the community
- Dr. Ivan Melendez – Continued commitment to excellence we serve community we represent. Reason for contract is to provide great service
- Kane Dawson – Happy to see we have come a long way after a short period of time
- Alvin Patina – Great job, really impressed with everything we have done and accomplished
- Jessica Ortega – Meeting was amazing, bring out key points, agenda, retention education of EMS, OT is a big deal but, in this instance, it is merited. Thank you for hard work and dedication
- Chief Mike Silva – Thanks Board, City Council and Mayor for the support they provide to the department. Proud of guys and team we have gone above and beyond, very proud of where we are right now. Excited to see department grow. Running out of space and storage in our current stations due to growth of department and is working in expanding communication center.

ADJOURNMENT

At 4:59 p.m., Chief Rene Lopez moved for adjournment. Motion was seconded by Dr. Ivan Melendez and approved unanimously.



Mike Silva, Fire Chief

ATTEST:



Adelina Reyna, EMS & CD Administrative Assistant

**MINUTES FOR THE
MISSION CIVIL SERVICE COMMISSION
September 15, 2025**

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

Staff Present
Jesse Lerma Jr-CS Director
Noemi Munguia-HR Director
Mike Silva-Fire Chief
JP Terrazas-Asst CM
Andy Garcia-Asst CM

Call to Order

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

Roll Call

All Present

Pledge of Allegiance

Mr. Garza led the Pledge of Allegiance

Approval of Minutes-August 22, 2025

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

Approval of Mission Fire Department CPT's Promotional Examination Scores and the Creation of a New Eligibility List

Mr. Lerma advised the Commission that they had conducted the exam on August 29, 2025. They had three (3) participants with two (2) passing:

1. Rogelio Leal-88 plus 10 points for seniority-98
2. Roberto Lopez-83 plus 10 points for seniority-93
3. Roberto Montoya-64

Mr. Lerma advised them that we had one opening and once we approved the scores the promotion would be done immediately. After a brief discussion, Mr. Delgadillo made a motion to approve the scores and to create an eligibility list. Mr. Pena seconded the motion. Motion was approved unanimously.

Pending Business

Mr. Lerma advised them of the upcoming Mission Police Department CPL's exam set for September 18, 2025, and an entry level exam set for September 25.

Adjourn

Meeting was adjourned at 8:45 a.m.

CITIZEN'S ADVISORY COMMITTEE
August 26, 2025
Regular Meeting

Members Present

Lorenzo Garza-Chairman
 Emigdio Villanueva, Jr.-Vice Chairman
 Roxanne Méndez
 Zoreida Lopez
 Marsha Terry
 Monika Rosales-Flores
 Clarisa Y. Ríos
 Francisco Cadena
 Ruben Davila Lozano

Members Absent

Marsha Terry

Staff Present

Michael J. Elizalde
 Esther G. Rivera

Call Public Hearing to Order and Establish Quorum

The meeting was called to order by Chairman Garza at 5:30 p.m. Roll was taken by Ms. Rivera, who reported that eight members were present. With a quorum established, the meeting proceeded as scheduled.

Citizens Participation

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

Discussion and Recommendation to Approve Minutes for Public Hearing/Regular Meeting held on July 29, 2025

Chairman Garza asked the members if they had reviewed the minutes of the Public Hearing/Regular Meeting held on July 29, 2025. Following a brief discussion, Chairman Garza requested a motion for approval. Ms. Lopez moved to approve the minutes as presented, and Ms. Mendez seconded the motion. The motion carried unanimously (8-0).

Discussion and Recommendation on Citizens Advisory Meeting-change of meeting dates

Mr. Elizalde informed the Committee that, beginning in September, City Council meetings will be moved from Mondays to Tuesdays due to changes in legislative posting requirements. Because this change conflicts with the regularly scheduled CAC meetings, Mr. Elizalde recommended rescheduling CAC meetings to Wednesdays at 5:30 p.m. After a brief discussion, Chairman Garza called for a motion. Vice Chairman Villanueva moved to approve the proposed schedule change, and Ms. Lopez seconded the motion. The motion carried unanimously (8-0).

Tentative Schedule Updates for Annual Action Plan FY 2025/2026/CAPER 2024

Mr. Elizalde presented the draft tentative schedule for the Annual Action Plan FY2025/2026/CAPER 2024. He emphasized that the schedule is preliminary and may be revised as necessary. This item was presented for informational purposes only; no motion was required.

Other Business**A. Progress Report: CDBG-July**

Ms. Rivera presented the July unofficial progress reports for CDBG expenditures to date, covering agencies, housing, and administration, and reported that most agencies have expended more than 75% of their allocations; however, the Children's Advocacy Center had only expended 48% as of July, raising concerns that it may not be able to fully utilize its funds by year-end. She also provided an update on Affordable Homes, which was at 32% as of July, and explained that although staff contacted the agency and learned it is in the process of closing out another home, backup documentation has not yet been submitted. Ms. Rivera

noted that the agency indicated it may only complete four homes instead of the six originally proposed at the beginning of the year. Ms. Rivera added that City departments are actively working to expend their remaining funds in preparation for the end of the fiscal year. In response to Chairman Garza's inquiry regarding the two rehabilitation homes, she confirmed that the families have been selected and staff is coordinating with the Purchasing Department to begin the solicitation process for the projects. After a brief discussion, Chairman Garza requested a motion to approve the CDBG July progress report as presented. Ms. Mendez moved for approval, Ms. Lopez seconded the motion, and the motion carried unanimously (8-0).

B. Progress Report: CDBG-CV July

Ms. Rivera presented the July unofficial progress reports for CDBG-CV expenditures received to date, noting that Affordable Homes is at 91% as of July and is expected to fully expend its funds by the end of next month. She also reported that the Fire Department has submitted several invoices and should likewise be able to expend its remaining funds by the end of next month. Following a brief discussion, Chairman Garza requested a motion to approve the CDBG-CV July progress report as presented. Vice Chairman Villanueva moved for approval, Mr. Lozano seconded the motion, and the motion carried unanimously (8-0)

Citizen's Advisory Committee Members/Director's Comments:

A. Chairman's Comments

Chairman Garza stated that he had no further comments and thanked everyone who attended the meeting. He then invited member to share any comments, suggestion, or recommendations.

B. Committee Member's Comments

Ms. Mendez reported issues with illegal dumping at nearby apartments, noting that tires had been left near the trash cans, and suggested the city look into it. Mr. Cadena raised concerns regarding the property of Kik De La Garza, citing the presence of broken glass, and also expressed concern about recent changes in the City's management. In response, Mr. Elizalde explained that the City is moving in a different direction regarding the City Manager position. Vice Chairman Villanueva inquired whether the City is still operating the Paint Mission Beautiful program. Mr. Elizalde confirmed that the program is not currently accepting applications, but explained that the Sanitation Director oversees the program and has received approval from the Mayor and City Council to continue it. Mr. Lozano then commented on the City's 311 app, noting its usefulness for reporting issues within the community.

C. Director's Comments

Mr. Elizalde thanked all members for their continued commitment and expressed his enthusiasm for the upcoming year, noting his excitement about the projects that will provide meaningful benefits to the community. He also invited the committee to attend the upcoming ribbon-cutting event for the trail project.

Adjourn

Chairman Garza inquired if there were any additional items for discussion. Hearing none, he requested a motion to adjourn the meeting. Ms. Mendez moved to adjourn, and Ms. Rios seconded the motion. The motion carried unanimously (8-0), and the meeting was adjourned at 6:01 p.m.

Lorenzo Garza, Chairman

SHARY GOLF COURSE ADVISORY BOARD MINUTES
AUGUST 6TH, 2025

- **Call to Order**
 - Mr. Ben Lau called the meeting to order.
- **Roll Call**
 - The following board members were present: Ben Lau, Javier Barrera, Toby Garza, Joe Salinas. Nacho Pecina, Thomas Lee, Isaac Martinez (late)
 - The following board members were absent: none
 - The following staff members and others were present: Michael Fernuik Golf Director, Carl Davis MEDC Board Member.
- **Approval of Minutes**
 - The minutes from the July 2nd, 2025 were approved as written. Motion made to accept Thomas Lee, seconded Toby Garza, approved unanimously.
- **Golf Director's Report**
 - Progress Report on Holes 19 to 27 Renovation. The August report from VM Golf Services was supplied to the board for their review. Golf architects Jerry Lemons and Dan Smith conducted a site visits on May 12-15, June 9, and June 30 where they met with Shary and VM Golf staff. There hves been 14 items complete from their scope of work. The following work is in progress: Greensmix has been installed on 5 greens according to USGA specs, 50% of the tees have been laser graded, irrigation pipe and wire has been installed around 4 greens, 2 fairways have been roto-tilled as part of the regrading and re-grassing process, and future cart path locations on holes 1-2, 6-7-8 have been cut in and prepared for concrete install. The following work is planned: complete greensmix install on remaining 4 greens, complete laser grading of tees, complete install of new irrigation loops on remaining 5 greens, complete roto-till process on fairways, pour concrete for paths on holes 1-2, 6-7-8. Pending items are to set grassing dates based on the above completion of work. In summary, the project is progressing as planned. The lighting progress report was not provided by MUSCO. However, the 55 pole locations have been GPS and there are a few that need to be repositioned due to vicinity of the green surface, cart path, or tee box. The subcontractor will begin pole installation and marking the areas where the irrigation wires are located. We foresee an issue with irrigation wires being cut. A grow in schedule was provided to the board as a blue print for Efrain to follow on the new grow in process of the zoysia grass plans. This was provided by the architect Jerry Lemons. The dates and timeframe of the grow in process was discussed. Fertilizers and chemicals needed for the grow in is our responsibility and Efrain has begun locating the suggested items. It was highly suggested that we follow this plan and the products it contains to the letter.

- In the report Golf Course Superintendent Gutierrez provided a time frame for the fairway aerification process to happen in August.
- Director Fernuik mentioned that the superintendent is working on a maintenance schedule for the greens, tees and fairways for holes 19 to 27. This will be different than holes 1 to 18 due to the night operation. This also includes a watering schedule. Coach Lee mentioned the option of possibly opening holes 19 to 27 at a later time. Issue would be with the winter Texan league play and time. This will be needed to be looked at a little closer when the time comes.
- Starter shack assessment and its usage was discussed. There was some concern about golfers using that area to drink beer rather than coming into the clubhouse. If families are around and there is beer drinking, etc that would not be a good mix. As a usage perspective there should be a small amount of food and beverage available to sell. The beverage cart will be a great addition to the course especially in the evenings. Staffing and beverage cart operation hours was also discussed. The starter shack will also contain the range ball dispenser, range ball washer and picnic tables. All the payments will still be done inside the clubhouse and the starter will have an I-pad to check and verify the tee sheet. There was a consensus that adjustments were more than likely to be made as the operation gets going. There could be an opportunity for volunteers to be marshals. The night operation and needed staffing levels for the clubhouse was also discussed. Timing of the hiring of the new employees is still up in the air, as we need to be more certain of an opening date which is based on the grassing grow in schedule and weather.
- **Public Participation**
 - None
- **Unfinished Business**
 - On Course Restrooms and solicitation of the build was approved by city council. Building is being designed to match the existing restrooms on the course. Two estimates have been received for the perimeter fencing. The pro shop relocation and remodel was discussed. Details of the remodel were briefly discussed along with office space, etc. There were no plans yet, but a contractor has come out to look it over and give a cost estimate for budgetary reasons. It was stated how the board is excited about the pro shop relocation like it should be compared to other area golf courses. Questions arose about where the perimeter fencing was going to start and end, in course out of bounds,
- **Chairman's Comments**
 - Mr. Lau asked MEDC member Carl Davis if any comments and he mentioned that the MEDC is committed to the project. Mr. Lau closed out the meeting by saying he likes the way things are progressing and the way the course is looking.
- **Adjournment**
 - Meeting was adjourned at 6:20 pm.

SHARY GOLF COURSE ADVISORY BOARD
SPECIAL MEETING MINUTES
AUGUST 19TH, 2025

- **Call to Order**
 - Mr. Isaac Martinez called the meeting to order.
- **Roll Call**
 - The following board members were present: Isaac Martinez, Ben Lau, Joe Salinas, Nacho Pecina.
 - The following board members were absent: Thomas Lee, Javi Barrera, Toby Garza.
 - The following staff members were present: Michael Fernuik Golf Director, Andy Garcia, ACM.
- **Disclosure of Conflict of Interest**
 - Chairman Isaac Martinez signed an official Local Government Officer Conflicts Disclosure Statement due to his ownership of a local Club Car distributorship and stated he will be abstaining from any vote or any decision having to do with Item 4 "The Approval of Leasing 45 Additional Club Car Golf Carts". For the record, ACM Andy Garcia reiterated that Chairman Martinez has signed the agreement and will be abstaining from the vote.
- **Approval of Leasing 45 Additional Club Car Golf Carts**
 - Golf Director Michael Fernuik read Item 4 seeking "authorization to lease 45 additional 2026 electric golf carts for a term of 60 months from Club Car via OMNIA Partners Public Sector Contract Number EV2671-01 in the total monthly amount of \$5,978.25. Ben Lau made the motion to authorize the leasing of 45 additional golf carts, Joe Salinas seconded the motion, Isaac Martinez abstained. Mr. Nacho Pecina asked where the monies were coming from for these extra carts. Director Fernuik answered the operating budget for the upcoming fiscal year and not the MEDC. The board voted unanimously to authorize leasing the additional 45 golf carts.
- **Adjournment**
 - Meeting was adjourned at 1:05 pm.

**CIMARRON PUBLIC IMPROVEMENT DISTRICT
BOARD OF DIRECTORS' MEETING
JULY 7, 2025**

MINUTES

Call to Order and Roll Call

The Board of Directors of the Cimarron Public Improvement District (the "PID") held a regular meeting open to the public in person, on July 7, 2025, 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:

Richard Hernandez, President
Dolly Elizondo, Vice
Pres./Secretary
Ann Camarillo, Treasurer
Joe Phillips
Mayor Norie Gonzalez Garza

All the above were present. Participating in the Teams teleconference was Attorney David Earl. Participating in person were Teclo J. Garcia, Mike Perez, Joe Salazar, Attorney Ricardo Perez, Mark Hanna, Bobby Villarreal, Alma Walzer Santos, and Judy Vega.

1. Call Meeting to Order and Establish Quorum.

With quorum present, Chairman Richard Hernandez opened the meeting with a welcome to all at 4:01 PM.

2. Citizens' Participation.

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

3. Approval of Minutes: June 23, 2025.

There being no corrections or additions, Vice President/Secretary Dolly Elizondo moved for approval of the meeting minutes of June 23, 2025. Motion was seconded by Joe Phillips and approved 5-0.

The Board deliberated and discussed **Items 4, 5, 6, 7, 8 & 9** in closed session.

At **4:06 PM**, Joe Phillips moved to convening in closed session, as authorized by the Open Meetings Act, Tex. Gov't. Code Ann. Chapter 551, Sections 551.071 Consultation with Attorney, 551.072 Deliberation regarding Real Property, 551.087 Deliberation regarding Economic Development Negotiation; or by Texas Government Code Section 418.183. Motion was seconded by Vice President/Secretary Dolly Elizondo and approved 5-0.

The Cimarron Public Improvement District Board reconvened in open session at **4:48 PM** and Richard Hernandez confirmed no action by the Board in Executive Session was taken.

4. **Update from City of Mission related to Cimarron property.**
5. **Discussion and possible action engaging a financial advisor for consultation and advice related to public finance and bond issuance.**
6. **Discussion and possible executive session regarding economic development matters, to include discussion with financial advisor on methodology for public financing of project plan and financial scenarios for economic development project.**
7. **Discussion and possible executive session with legal counsel pertaining to real property with potential purchasers and developers, including review of letters of intent received from potential purchasers.**
8. **Discussion and possible action regarding consideration and approval of formation costs of district for reimbursement, including legal fees incurred and invoice from attorney Christopher Franz and other legal service providers.**
9. **Discussion regarding items for future meeting agenda.**

At **4:48 PM**, President Richard Hernandez announced that the Cimarron Public Improvements District Board would be reconvening in open session.

Motions Summary:

Item 4 – City Manager Mike Perez reported that a Letter of Intention (LOI) from a potential client had expired therefore no discussion took place regarding the LOI.

Item 5 – Mayor Norie Gonzalez Garza moved to engage Bobby Villarreal with Estrada Hinojosa Investment Bankers as the Financial Advisor for the Cimarron Public Improvement District Board. The motion was seconded by Vice President/Secretary Dolly Elizondo and approved 5-0.

Item 6 – No action was taken.

Item 7 – No action was taken.

Item 8 – The Board requested that Attorney Christopher Franz provide an itemized invoice to be presented at the next Board meeting. No action was taken on this item.

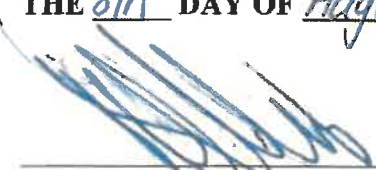
Item 9 – The next Cimarron Public Improvement District meeting is scheduled for Monday, August 4, 2025 at 12:00 PM.

10. New Business: None.

11. Adjournment.

As there was no further business to discuss, Vice President/Secretary Dolly Elizondo moved to adjourn the meeting. Motion was seconded by Treasurer Ann Camarillo and adjourned at **4:51 PM**.

MINUTES OF THE CIMARRON PUBLIC IMPROVEMENT DISTRICT BOARD OF DIRECTORS' REGULAR MEETING HELD ON JULY 7, 2025, WERE APPROVED ON THIS THE 8th DAY OF August, 2025.



Dolly Elizondo, Vice President/Secretary



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025

PRESENTED BY: Michael Elizalde, Director of Grants & Strategic Development

AGENDA ITEM: Approval of Addendum to the Professional Services Contract between City of Mission and Westwood to include required federal regulation provisions for the Astroland Climate Resilient Flood Risk Reduction Project- Elizalde

NATURE OF REQUEST:

This award and the resulting contract are subject to compliance with all applicable Federal Regulations and procurement standards, including but not limited to 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). The addendum to the professional services contract to include the required federal regulation provisions will serve as the city's compliance pertaining to the federally funded project.

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

BUDGET: \$ _____ **EST. COST:** \$513,510 **CURRENT BUDGET BALANCE:** \$ _____

BID AMOUNT: _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *JP7*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

Date: October 3, 2025
Project No.: 0050952.01

Mr. Michael Elizalde, MPA, CPM
Director of Grants and Strategic Development
City of Mission
1201 E. 8th Street
Mission, TX 78572

City of Mission Sunset & Astroland Drainage Engineering Design Project FY22 BRIC
City of Mission, Texas

Westwood Professional Services, Inc. is pleased to submit this proposal to provide professional civil engineering, land surveying and grant management services relating to the referenced project. It is our understanding the project consists of BRIC/FMA program development, grant administration, civil engineering, and project management services related to the Sunset and Astroland drainage project as identified in the City of Mission 2020 Comprehensive Storm Drainage Assessment.

Based on our preliminary discussions and the information received to date, our perception of the project is described in the attached documents:

Exhibit A – Scope of Services;

Exhibit B – Compensation and Method of Payment;

Exhibit C – Insurance;

Exhibit D –Federal Contract Provisions

Westwood Professional Services, Inc. is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If the proposed agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,



Mark L. Miller, PE

Public Infrastructure Leader, San Antonio

General Conditions of Agreement

Westwood Professional Services, Inc.

These **General Conditions of Agreement** for the **Sunset & Astroland Flood Mitigation Project** (the “**Project**”), together with the attached Exhibits and any amendments hereto, are an agreement (collectively, the “**Agreement**”) between **City of Mission, Texas** (“**Client**”), a **Texas Governmental Entity**, and **Westwood Professional Services, Inc.** (“**Westwood**”), a Texas corporation. Client and Westwood are each a “**Party**” and collectively, the “**Parties**” to this Agreement dated **September 9, 2025** (the “**Effective Date**”).

1.01 BASIC AGREEMENT

In exchange for the mutual covenants and promises contained in this Agreement and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree that Westwood shall provide, or cause to be provided, the professional services (the “**Services**”) set forth in this Agreement for Client in exchange for payment contemplated herein. In addition, Westwood shall provide drawings, specifications, plans, designs, work product, and other items and materials as described in this Agreement (the “**Deliverables**”).

2.01 SCOPE AND RESPONSIBILITIES

- A. *Westwood.* Westwood shall perform Services for the Project as set forth in the Scope of Services & Fee Proposal, attached and incorporated by reference herein as **Exhibit “A”**, in accordance with the terms of this Agreement. Westwood reserves the right to augment its staff with employees and/or consultants as it deems appropriate to assist in the performance of Services for the Project due to Project logistics, scheduling issues, and/or market conditions. The Deliverables and all other documents, software, data, intellectual property, and other work products created, developed, produced, delivered, performed, and/or provided by Westwood, whether in hard copy or in electronic form, are instruments of service (“**Instruments of Service**”) for this Project, whether the Project is completed or not.
- B. *Client.* In addition to the other responsibilities described in this Agreement and/or imposed by law or in equity, Client shall have the following obligations:
 1. Provide all information and criteria as to Client’s requirements, objectives, and expectations for the Project, including all numerical criteria that Client expects Westwood and its consultants, if any, to meet, including all standards of development, design, and/or construction.
 2. Provide Westwood all previous studies, plans, and/or other documents pertaining to the Project, including but not limited to the contract with the property owner (the “**Prime Contract**”), if any, and all applicable data requested by Westwood.
 3. Arrange for reasonable access to the Project site and other private or public property, including any easements or other authorizations as required for Westwood to provide the Services.
 4. Review all documents and/or oral reports presented by Westwood and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services for the Project.
 5. Apply for and furnish applicable approvals, licenses, and/or permits from governmental authorities having jurisdiction over the Project.
 6. Furnish certifications and/or consents from other entities as may be necessary from time to time and in accordance with Section 10.01.C herein.

7. Be responsible for obtaining from others such independent accounting, legal, insurance, cost estimating, and overall feasibility services as Client may desire for the Project.
8. Comply with all applicable safety guidelines at the Project site at its own expense.
9. Give reasonably prompt written notice to Westwood whenever Client becomes aware of any development that affects the scope, timing, and/or payment of Westwood's Services and/or any defect or noncompliance in any aspect of the Project.
10. Bear all costs incidental to the responsibilities of Client under this Agreement.

3.01 ADDITIONAL SERVICES

- A. The Parties recognize that the Project scope may change from time to time, and in such an event, Westwood may furnish services in addition to those set forth in the Scope of Services & Fee Proposal, if authorized by Client in writing.
- B. In such case(s), the Parties shall appropriately and reasonably adjust Westwood's Services, the Project Schedule, and compensation for such additional services. Specifically, Client shall pay Westwood for such additional services an amount equal to the cumulative hours charged to the Project by each class of Westwood's employees multiplied by the rates for each applicable billing class plus reimbursable expenses and Westwood's consultant charges, if any. Client shall also adjust the budget and anticipated design and construction milestones, if any, as necessary to accommodate such changes to the Project Schedule. Additional Services may be documented in a Project Change Order, a template of which is attached and incorporated by reference herein as **Exhibit "E"**.

4.01 PAYMENT PROCEDURES

- A. *Compensation.* Client shall compensate Westwood for its Services as set forth in the Compensation & Method of Payment/Fee Schedule, attached and incorporated by reference herein as **Exhibit "B"**, including any subsequent amendments and/or change orders. Client shall pay Westwood as follows:
 1. *Hourly.* If the Services are agreed to be on an hourly basis, invoice amounts shall be in accordance with Westwood's Fee Schedule in effect at the time when the Services are performed. Westwood's standard hourly rates in the Fee Schedule shall be defined as an amount equal to the cumulative hours charged to the Project by Westwood's employees times standard hourly rates for each applicable billing class for all Services performed on the Project plus reimbursable expenses and Westwood's consultant charges, if any. Fee Schedule prices and rates are subject to change.
 2. *Lump Sum.* If the Services are agreed to on a lump sum basis, invoice amounts shall be an amount equal to the percent of each task's completion multiplied by the lump sum of the task plus reimbursable expenses and Westwood's consultant charges, if any.

Reimbursable expenses are defined as project-related internal expenses to Westwood actually incurred plus all invoiced external reimbursable expenses allocable to the specific project, the latter of which is multiplied by a factor of 1.15.

If applicable, when compensation to Westwood includes charges of Westwood's consultants, those charges shall be the amounts billed by Westwood's consultants to Westwood multiplied by a factor of 1.15. The consultant's reimbursable expenses and Westwood's factors include consultant

overhead and profit associated with Westwood's responsibility for the administration of such services.

Fee estimates are included in the Scope of Services & Fee Proposal. Westwood may alter the distribution of compensation between individual phases of work to be consistent with Services actually rendered.

- B. *Preparation of Invoices.* Westwood will prepare a monthly invoice in accordance with Westwood's standard invoicing practices and submit the invoice to Client.
- C. *Payment of Invoices.* Invoices are due and payable within thirty (30) days of receipt.
- D. *Termination or Suspension of Services.* If Client fails to make any payment due to Westwood for fees, costs, or expenses within thirty (30) days of receipt of Westwood's invoice, such failure shall be considered substantial nonperformance and cause for termination in accordance with Section 9.01.B.2.iii of this Agreement. Alternatively, Westwood may suspend Services under this Agreement until Westwood has been paid in full for all amounts due and after giving seven (7) days advance written notice to Client. In the event of a suspension of Services, Westwood shall have no liability for delay or damage caused because of its suspension of Services. If Westwood resumes its Services after being paid all amounts due, the Project and Fee Schedules may be equitably adjusted, if necessary.
- E. *Payment Disputes.* Client shall provide written notification to Westwood within fourteen (14) days of receipt of the invoice should Client object to all or any part of the charges appearing on the invoice. Such written notice shall set forth, at a minimum, the specific portion of the invoice disputed, the amount disputed, and the alleged factual and legal basis for the dispute. The portion of the invoice not in dispute shall be paid by Client within thirty (30) days receipt of said invoice, and the disputed portion shall be resolved in accordance with Section 8.01 herein.

In no event shall Client withhold amounts from Westwood's compensation to impose a penalty or liquidated damages unless Westwood has been found liable for the amounts in a binding dispute resolution proceeding or lawsuit. Further, Westwood has the right to engage consultants to mitigate its damages, if needed.

- F. *Taxes.* Each Party shall be solely responsible for their own tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to this Agreement.
- G. *Attorney Fees.* In the event that Westwood must retain an attorney or collection agency due to Client's breach of this Agreement and/or to recover amounts due and owing to Westwood, including any additional services authorized by Client in writing pursuant to Section 3.01, Client shall be liable for all fees, costs, and expenses, including reasonable attorney fees, incurred regardless of whether an action is filed or not.
- H. *Interest.* Interest on any outstanding invoice balance past 30 days shall accrue at the rate of 1.25% per month or the highest rate permitted by law. Payments will be credited first to interest and then to principal.

5.01 INTELLECTUAL PROPERTY

- A. *Ownership and License.* Upon Westwood's receipt of full payment for the Deliverables and/or Instruments of Services, Client shall be the owner of all right, title, and interest in and to any and

all Deliverables and/or Instruments of Service. Provide, however, that Westwood shall retain any ownership, copyright, and property interests in its standard systems, sections, details and specification.

- B. *Reuse*. Deliverables and/or Instruments of Service are not intended or represented to be suitable and are not licensed to Client for reuse, change, or alteration on extensions of the Project or on any other project without the express written permission of Westwood. Any unauthorized use of the Deliverables and/or Instruments of Service will be at the Client's sole risk without legal exposure or liability to Westwood.

6.01 GENERAL CONSIDERATIONS

- A. *Standard of Care*. The standard of care ("Standard of Care") for all Services performed or furnished by Westwood under this Agreement will be the care and skill ordinarily used by members of Westwood's profession practicing under similar circumstances at the same time and in the same locality. Westwood shall perform its Services as expeditiously as is consistent with such professional skill and care and in accordance with the orderly progress of the Project.
- B. **DISCLAIMER OF WARRANTIES AND GUARANTEES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.01.A ABOVE, WESTWOOD MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO WESTWOOD'S SERVICES UNDER THIS AGREEMENT. WESTWOOD HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THESE SERVICES AND THIS DISCLAIMER EXTEND TO ALL WESTWOOD DELIVERY SERVICES, SOFTWARE, DATA, AND ALL OTHER WESTWOOD WORK PRODUCT AND INTELLECTUAL PROPERTY. FURTHER, WESTWOOD NEITHER GUARANTEES THE PERFORMANCE OF ANY THIRD PARTY, INCLUDING CONTRACTORS, USING THE DELIVERABLES OR SERVICES NOR ASSUMES ANY RESPONSIBILITY FOR ANY THIRD PARTY'S FAILURE TO FURNISH OR PERFORM ANY WORK THAT USES THE DELIVERABLES OR SERVICES.**
- C. *Compliance with Laws*. The Parties will apply the Standard of Care identified in Section 6.01.A and will comply with applicable laws, codes, regulations, and ordinances in effect during the term of this Agreement, which to the best of each Party's knowledge, information, and belief, apply to each Party's respective obligations.
- D. *Right of Entry*. Client grants to Westwood, and, if the Project site is not owned by Client, shall obtain permission for, a reasonable right of entry, access, and/or easement from time to time by Westwood, its employees, agents, and/or consultants upon the Project site for the purpose of providing the Services. Upon written request and approval by Westwood, Westwood may assist Client in obtaining necessary permits and/or licenses related to rights of entry and/or easements in order for Westwood and Westwood's consultants, if any, to adequately access and perform Services at the Project site under this Agreement.
- E. *Underground Data and Investigative Equipment*. Client shall advise and provide Westwood with all information and data in its possession concerning the type and location of all underground utilities, both public and private, as applicable. Client recognizes that the use of investigative equipment and practices may unavoidably alter the existing Project site conditions and affect the environment in the area being studied despite the use of reasonable care. To the extent allowed by

Texas law, Client shall indemnify and hold Westwood harmless from claims for damages caused by reasons of Westwood's provision of Services under this Section.

- F. *Reliance on Client-Provided Data.* Client shall be responsible for—and Westwood and its consultants, if any, may use and/or rely upon—the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client or Client's consultants, if any, including but not limited to Client's contractors, manufacturers, and/or suppliers (collectively, "**Client-Provided Data**"). Westwood may use such Client-Provided Data in performing or furnishing the Services under this Agreement, and Westwood shall coordinate the Services with the work provided by Client and/or Client's consultants for the Project.
- G. *Corrections.* Within 60 days of delivery, if Client reasonably and timely notifies Westwood in writing of a deficiency(ies) with Westwood's Services, Deliverables, and/or Instruments of Service, Westwood—as Client's sole and exclusive remedy—shall correct such deficiency(ies) without additional compensation to Client within 60 days after Westwood's receipt of Client's written notice, except to the extent such action is directly attributable to deficiencies in Client-Provided Data. If for any reason Westwood is not able to correct such deficiency(ies) within 60 days after Westwood's receipt of Client's written notice under this Section, Westwood will notify Client and will advise in writing the timeframe needed to correct the deficiency(ies) as expeditiously as possible.
- H. *Responsibility for Others.* Westwood shall not be responsible for the acts, errors, or omissions of any consultant(s), contractor(s), subconsultant(s), subcontractor(s), and/or supplier(s), or of any of their agents or employees or any other persons (except Westwood's own employees or those for whom Westwood is legally responsible) furnishing or performing any work or for any decision made on interpretations or clarifications of Deliverables or Instruments of Service without the consultation and advice of Westwood.
- I. *Intentionally Omitted.*
- J. *Hazardous Environmental Conditions.* The Parties acknowledge this Agreement does not include any Services related to a hazardous environmental condition. Such conditions include, but are not limited to the presence of, asbestos, polychlorinated biphenyls, petroleum, toxic substances or waste, and/or radioactive materials (collectively, "**Hazardous Environmental Conditions**"). If Westwood or any other entity or individual encounters a Hazardous Environmental Condition, Westwood may, at its option and without liability for consequential, liquidated, or any other damages, suspend performance of Services on the portion of the Project affected thereby until Client (i) retains an appropriate specialist consultant and/or contractor to identify and, as appropriate, abate, remediate, and/or remove the Hazardous Environmental Condition and (ii) warrants that the site is in full compliance with applicable laws, codes, regulations, and ordinances then in effect, if any. Westwood shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons or property to any such Hazardous Environmental Condition in any form at the Project site.
- K. *Substitutions.* Westwood shall not be responsible for Client's directive, substitution, or acceptance of non-conforming work at the Project that is made or given without Westwood's written approval.

7.01 ALLOCATION OF RISKS

- A. **INDEMNITY BY WESTWOOD. TO THE FULLEST EXTENT PERMITTED BY LAW, WESTWOOD SHALL INDEMNIFY AND HOLD HARMLESS (BUT SHALL NOT**

DEFEND) CLIENT, CLIENT'S OFFICERS, DIRECTORS, PARTNERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS FOR COSTS, LOSSES, OR DAMAGES TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF WESTWOOD OR WESTWOOD'S OFFICERS, DIRECTORS, PARTNERS, OR EMPLOYEES IN THE PERFORMANCE OF WESTWOOD'S OBLIGATIONS UNDER THIS AGREEMENT. IN NO EVENT SHALL WESTWOOD'S INDEMNITY OBLIGATIONS EXTEND BEYOND ANY APPLICABLE ANTI-INDEMNITY STATUTE OR THE LIMITS OF LIABILITY CONTEMPLATED IN SECTION 7.01.C BELOW.

- B. *INDEMNITY BY CLIENT.*** TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS (BUT SHALL NOT DEFEND) WESTWOOD, WESTWOOD'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND WESTWOOD'S CONSULTANTS, IF ANY, FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS FOR COSTS, LOSSES, OR DAMAGES TO THE EXTENT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF CLIENT OR CLIENT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, OR CLIENT'S CONSULTANTS IN THE PERFORMANCE OF CLIENT'S OBLIGATIONS UNDER THIS AGREEMENT.

C. *LIMITATION OF LIABILITY.*

1. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THIS AGREEMENT TO CLIENT AND WESTWOOD, THE RISKS HAVE BEEN ALLOCATED SUCH THAT CLIENT AGREES, TO THE FULLEST EXTENT OF THE LAW AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF WESTWOOD AND WESTWOOD'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH, OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ACTS, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, OF WESTWOOD OR WESTWOOD'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONSULTANTS, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY WESTWOOD UNDER THIS AGREEMENT OR \$1,000,000.00, WHICHEVER IS GREATER.
2. FURTHER, WESTWOOD'S TOTAL LIABILITY TO CLIENT AND ANYONE CLAIMING BY, THROUGH, OR UNDER CLIENT FOR ANY COST, LOSS, OR DAMAGES CAUSED IN PART BY THE NEGLIGENCE OF WESTWOOD AND IN PART BY THE NEGLIGENCE OF CLIENT OR ANY OTHER NEGLIGENT ENTITY OR INDIVIDUAL SHALL NOT EXCEED THE PERCENTAGE SHARE THAT WESTWOOD'S NEGLIGENCE BEARS TO THE TOTAL NEGLIGENCE AT ISSUE.
3. IT IS INTENDED BY THE PARTIES THAT THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT SUBJECT WESTWOOD'S INDIVIDUAL SHAREHOLDERS, OFFICERS, DIRECTORS, MEMBERS,

MANAGERS, OR EMPLOYEES TO ANY PERSONAL LEGAL EXPOSURE FOR THE RISKS ASSOCIATED WITH WESTWOOD'S SERVICES UNDER THIS AGREEMENT.

- 4. UNDER NO CIRCUMSTANCES SHALL WESTWOOD BE LIABLE FOR EXTRA COSTS, DAMAGES, FEES, OR OTHER CONSEQUENCES DUE TO CHANGED CONDITIONS OR FOR THE FAILURE OF OTHER ENTITIES OR INDIVIDUALS TO PERFORM WORK IN ACCORDANCE WITH THE DESIGN PLANS AND SPECIFICATIONS.**

D. *WAIVER OF CERTAIN DAMAGES.* TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES AGAINST THE OTHER, INCLUDING THEIR EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, AND INSURERS, ANY AND ALL CLAIMS FOR OR ENTITLEMENT TO INCIDENTAL, SPECIAL, CONSEQUENTIAL, LIQUIDATED, INDIRECT, EXEMPLARY, AND/OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, THE PROJECT, THE DELIVERABLES, INSTRUMENTS OF SERVICE, AND/OR EACH PARTY'S OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. THIS PROHIBITION EXTENDS TO ANY CLAIMS BY CLIENT OR A THIRD PARTY(IES) FOR LOSS OF PROFITS, REVENUE, OPPORTUNITY, GOOD WILL, COST OF SUBSTITUTE FACILITIES, GOODS, SERVICES, AND/OR COST OF CAPITAL.

8.01 CLAIMS AND DISPUTES

- A. *Notice.* In addition to the provisions of Section 4.01.F above regarding payment disputes, if any other dispute, controversy, or claim ("**Dispute**") should arise between the Parties relating to this Agreement, written notice of the Dispute shall be provided by the aggrieved Party to the other Party within 14 days of the instance giving rise to the Dispute.
- B. *Informal Dispute Resolution.* After written notice of a Dispute, the Parties shall attend an in-person meeting, or by remote means if mutually agreeable, in the county where the Project is located or at another mutually agreeable venue. Each Party shall designate at least one person with authority to act and bind the company on its behalf to attend the meeting in a good faith effort to resolve the Dispute and in a timely and cost-effective manner before any further escalation as detailed in this Section.
- C. *Mediation and Litigation.* Should any Dispute fail to resolve during the meeting required under Section 8.01.B, such Dispute shall be submitted to mediation in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association as a condition precedent to arbitration. The Parties shall agree upon a mediator in the county where the project from which the Dispute arises is located or in another county if mutually agreed in writing by the Parties. The Parties shall split any mediation fee(s) payable to the mediator to conduct the mediation. The Parties shall each be responsible for and bear their own separate costs and fees for the mediation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes. Should mediation fail, the Dispute shall be resolved by litigation to be held in the county where the Project is located or in another county if mutually agreed in writing by the Parties.
- D. *Subpoenas and Document Production.* In the event Westwood is asked or forced through subpoena, deposition, or otherwise to participate in a dispute resolution proceeding between Client and a third-party(ies), including but not limited to providing trial and pre-trial testimony and searching,

reviewing, and/or producing documents, Westwood shall recover its costs, fees, and expenses (including its attorney fees) and be compensated for all time spent at the highest rate provided in **Exhibit “B”**.

- E. *Prevailing Party*. In the event of a Dispute, mediation, arbitration, or litigation related to the enforcement of this Agreement, the prevailing party shall be entitled to reimbursement of its reasonable attorney fees, expenses, and costs in bringing or defending the action. As used herein, a “**Prevailing Party**” means the party that is afforded the greater relief (whether affirmatively or by means of a successful defense) with respect to the totality of claims, including counterclaims and crossclaims, if any, and having the greatest value or importance as determined by the court, mediator, or arbitrator(s) allowing for all of the claims and defenses asserted. In claims for money damages, the total amount of recoverable attorney fees, expenses, and costs shall not exceed the net monetary award or judgment of the prevailing party.
- F. *Consolidation/Joinder*. The Parties agree to consolidation and/or joinder with another pending dispute resolution proceeding, if any, to the extent such consolidation and/or joinder (i) substantially involves common questions of law or fact; (ii) is in the interest of justice or is otherwise necessary to afford complete relief to the Parties hereto; and (iii) is permitted by the judge, arbitrator, mediator, or other decision maker in the other dispute resolution proceeding. The Parties consent to consolidation and/or joinder under this Section even if the other dispute resolution proceeding is in a venue not provided for in this Agreement and/or otherwise is not selected by the Parties hereto.
- G. *Performance*. Client shall continue its payment obligations in accordance with this Agreement during the pendency of any dispute resolution proceedings, including informal dispute resolution, mediation, arbitration, and/or litigation.

9.01 TERM AND TERMINATION

- A. *Term*. This Agreement shall commence on the Effective Date and remain in full force and effect for a period of one (1) year after Westwood’s completion of Services. This Agreement may be renewed by mutual written agreement of the Parties.
- B. *Termination*. This Agreement may be terminated:
 - 1. By either Party upon 30 days written notice in the event of failure by the other Party to perform in accordance with the Agreement’s terms through no fault of the terminating party.

Notwithstanding the foregoing, this Agreement will not terminate as a result of a failure to perform in accordance with the Agreement if the Party receiving a notice of failure to perform begins within seven (7) days of receipt of such notice to correct its failure and proceeds diligently to cure such failure within 30 days of receipt of said notice; provided, however, that if and to the extent such failure cannot be reasonably cured within such 30 day period, and if such Party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

- 2. By Westwood:

- i. Upon seven (7) days written notice if Westwood believes that Westwood is being requested by Client to furnish or perform services contrary to Westwood's responsibilities as a licensed professional;
- ii. Upon seven (7) days written notice if Westwood's Services for the Project are delayed or suspended for more than 90 days for reasons beyond Westwood's control; or
- iii. Upon seven (7) days written notice if Client fails to make any payment due to Westwood in accordance with this Agreement.

Westwood shall have no liability to Client as a result of such termination in this Section.

- 3. In the event of a termination of this Agreement, the terminating Party may set the effective date of termination at a time up to 30 days later than would otherwise be provided to allow Westwood time to demobilize personnel and equipment from the Project site; to complete tasks providing value that would otherwise be lost; to prepare notes as to the status of completed and uncompleted tasks; and/or to assemble Project materials in orderly files. Westwood shall be compensated for the time required to complete such tasks.

10.01 MISCELLANEOUS PROVISIONS

- A. *Insurance.* Westwood shall maintain insurances during the term of this Agreement as indicated in **Exhibit "C"**, attached and incorporated by reference herein.
- B. *Independent Contractor.* Nothing contained in this Agreement shall be construed to mean that Westwood and Client are engaging in an employer/employee relationship, joint venture, agency, fiduciary relationship, or partnership. The Parties shall at all times be and remain independent contractors of one another. Except as expressly agreed by the Parties in writing, neither Party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any respect whatsoever. Neither Party shall have any obligation or duty to the other Party except as expressly and specifically set forth herein, and no such obligation or duty shall be implied by or inferred from this Agreement or the conduct of the Parties hereunder.
- C. *Successors and Assigns.* The Parties and the partners, successors, executors, administrators, and legal representatives of each Party are each hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Party may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) under this Agreement without the written consent of the other.
- D. *No Third-Party Rights.* This Agreement shall not create any rights or benefits to entities other than to Client and Westwood, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Client and Westwood. No third party shall have the right to rely on Westwood's Deliverables, Instruments of Service, or opinions rendered in connection with the Services without the written consent of Westwood and the third party's agreement to be bound to the same conditions and limitations as Client.

- E. *Force Majeure*. An event of force majeure (“**Force Majeure**”) occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations under this Agreement. An event of Force Majeure includes, without limitation, floods, hurricanes and other adverse weather conditions, war, riot, civil disorder, acts of terrorism, disease, epidemic, pandemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or the inability to provide a safe working environment.

In the event of a Force Majeure, the obligations of Westwood to perform Services shall be suspended for the duration of the event of Force Majeure. In such event, Westwood shall be compensated for time expended and expenses incurred during the event of Force Majeure, and the Project Schedule shall be equitably extended by a like number of days as the event of Force Majeure.

If Services are suspended for 30 days or more, Westwood may, in its sole discretion and upon five (5) days prior written notice, terminate this Agreement, the amendments hereto, if any, the affected change order(s), if any, or any of the above. In the case of such termination, and in addition to the compensation and time extension set forth above, Westwood shall be compensated for all reasonable termination expenses.

- F. *Choice of Law*. This Agreement and any disputes arising out of or relating hereto and/or to this Agreement, its formation, and/or the Exhibits hereto shall be governed by the laws of the State of Texas.
- G. *Survivability*. Sections 5.01, 6.01.A-B, 7.01, and 8.01 included in this Agreement shall survive this Agreement’s completion or termination for any reason.
- H. *Invalidity*. Any provision or part of this Agreement held to be invalid, void, or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties. To the fullest extent permitted by law, the stricken portion shall be revised to the extent necessary to make that provision legal and enforceable and shall give effect to the Parties’ intentions and purposes in executing this Agreement.
- I. *Conflicting Provisions*. In the event the terms of these General Conditions conflict with the Agreement Exhibits, the Prime Contract, or any other applicable agreement, these General Conditions as between Client and Westwood shall govern unless the Parties expressly agree in writing otherwise.
- J. *Notices*. Any notice, request, demand, or other communication required or permitted hereunder shall be in writing, shall reference this Agreement, and shall be deemed to be properly given (i) when delivered personally; by registered or certified mail, return receipt requested, postage prepaid; or by UPS/FedEx express courier service or (ii) when sent by e-mail with receipt confirmation requested, provided, that a hard copy of such notice shall also be sent in accordance with the methods described in clause (i) of this Section within two (2) business days of such email. All notices shall be sent to the address set forth on the signature page of this Agreement or to such other address or person as may be designated by a Party in writing to the other Party pursuant to this Section.
- K. *Total Agreement*. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior written or oral understandings regarding this subject. This Agreement may only be amended, supplemented, superseded, or modified by a mutually executed written instrument by both Parties. No waiver of any condition or of the breach of any term of this Agreement shall be

deemed to be a further or continuing waiver of any such condition or of the breach of any term of this Agreement.

- L. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed to be one and the same instrument.

[Remainder of Page Left Intentionally Blank; Signature Page Follows]

The Parties hereto have executed this Agreement as of the Effective Date first indicated above.

CLIENT:
City of Mission

WESTWOOD:
Westwood Professional Services, Inc.

(Signature)

(Signature)

(Name – Printed)

(Name – Printed)

(Title)

(Title)

(Date)

(Date)

Client Address/Contact for giving notices:

Westwood Address/Contact for giving notices:

Westwood Professional Services, Inc.

C/O General Counsel

2805 North Dallas Parkway, Suite 150

Plano, Texas 75093

Email: legal@westwoodps.com

EXHIBIT A to Agreement between the City of Mission, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

EXHIBIT ‘A’ – SCOPE OF SERVICES
Sunset and Astroland Drainage Engineering Design Project FY22 BRIC
City of Mission, Texas

GRANT APPLICATION 2023

1. Hydrology and Hydraulic Analysis:
 - a. Westwood will develop a preliminary 1D/2D unsteady hydraulics model utilizing XPSTORM software for the design. The model will be an integrated hydrology & hydraulics model incorporating inlet, channel, and storm drain infrastructure and be used to determine capacity of existing and proposed drainage infrastructure. This model will provide greater detail of upstream storage and routing time through the project area. 1D/2D areas will be developed at a minimum for the drainage system upstream of Interstate 2. The hydraulic analysis will verify the capacity for the ultimate conditions flows and optimize capacity of the proposed storm drain system.
 - b. Westwood will identify planning level drainage concepts and develop a preliminary Ultimate Buildout drainage model and utilizing the 1D/2D XPSWMM model developed in the existing model validation phase. During this phase modifications to the proposed project may be made to limit impacts upstream and downstream. Westwood will develop planning level cost estimates for the proposed ultimate buildout projects and identify cost impacts to the Sunset and Astroland project.
 - c. Westwood will prepare an estimate of construction quantities based upon preliminary hydraulic modeling and develop an opinion of probable construction costs.
 - d. A FEMA compliant benefit-cost analysis (BCA) will be provided to determine the eligibility of project for FEMA FMA funding. Benefits will be calculated using the FEMA BCA Toolbox, and project costs will be determined from cost analysis above. Benefit Cost Analysis deliverables will be a completed FEMA BCA Report.
 - e. As part of the FEMA Go Application, the following exhibits will be prepared as supporting information to application:
 - i. Location Map
 - ii. FEMA Floodplain Map
 - iii. FEMA NFIP Policy Holder Map
 - iv. Existing and Proposed Improvements Map
 - v. 10-year Pre-project & Post-Project Topographic Workmap
 - vi. 25-year Pre-project & Post-Project Topographic Workmap
 - vii. 50-year Pre-project & Post-Project Topographic Workmap
 - viii. 100-year Pre-project & Post-Project Topographic Workmap
 - ix. Justice 40 Maps
 - x. SVI Maps
 - xi. Environmental Cultural Resources Map
 - xii. Environmental Wetlands Map
 - f. Grant Compliance and Administration - Westwood will coordinate with the City of Mission floodplain administrator and grants administrator to develop implementation measures required by the application. Westwood will coordinate with the Texas Water Development Board (TWDB) and Federal Emergency Management Agency (FEMA) to provide evidence that the City of Mission is in good standing with the National Flood Insurance Program (NFIP). Westwood

EXHIBIT A to Agreement between the City of Mission, Texas ("Client") and Westwood Professional Services, Inc., ("Westwood") for Consulting Services

will coordinate submittals, deliverables, cost estimates and narrative writeups with the City of Mission grant administrator and floodplain administrator.

TOPOGRAPHIC SURVEY & RESEARCH

1. Survey (Topographic and Boundary)
 - a. Establish survey control along each street or intersecting streets as necessary. These control points will be established based on and tied to established City horizontal and vertical control points. The horizontal control for each street in the Sunset and Astroland project will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from Client monumentation. Control points will be established using 5/8" iron rods, 18" long. These control points will be established using GPS and conventional surveying methods.
 - b. A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks will be located at about 1,000' intervals and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys. All control leveling work will be performed using appropriate modified second order procedures with closed loops into the Sunset and Astroland project vertical control.
 - c. Existing streets, driveways and right-of-way will be profiled and cross-sectioned at 50' intervals and to a point at least 20' outside of the Right-of-Way line. Low points, high points and other unique features will be noted. Pavement surfacing will be determined by visual inspection only. Intersecting streets will be profiled and cross-sectioned to a point at least 50' beyond the roadway being replaced.
 - d. Existing drainage channels and swales will be profiled and cross sectioned within the immediate vicinity of the Sunset and Astroland project, 100' upstream and downstream. Low points, high points and any other unique features will be noted. Additional surveying may be necessary to verify the limits of drainage areas.
 - e. Existing Underground and/or Overhead Utilities - Utility owner's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the Sunset and Astroland project. Above ground features of existing utilities within the proposed Right-of-Way for the limits of the Sunset and Astroland project will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the Sunset and Astroland project control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others

EXHIBIT A to Agreement between the City of Mission, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

H&H MODELING – EXISTING AND PROPOSED CONDITIONS MODELS

1. Hydrology Analysis:
 - a. Westwood will refine the hydrologic analysis provided in the Pre-award Phase by updating topography, drainage areas, land use values, and times of concentration to provide detailed peak flow rates.
2. Existing Conditions Hydraulic Analysis
 - a. Westwood will refine the pre-award phase existing conditions 1D/2D unsteady hydraulics model utilizing XPSTORM software for the design. The topographic survey and existing storm inventory will be re-modeled to match field survey information.
3. Proposed Conditions Hydraulic Analysis
 - a. Westwood will identify detailed drainage improvements matching civil construction plans utilizing the 1D/2D XPSWMM model developed in the pre-award validation phase. During this phase modifications to the proposed project may be made to limit impacts upstream and downstream. Westwood will develop detailed cost estimates for the proposed ultimate buildout projects and identify cost impacts to the Sunset and Astroland project. Westwood will perform a constructability review which include an evaluation of utility relocation, land acquisition, and R.O.W. access.
4. The Conceptual Design shall be submitted to Client per the approved Project Schedule. The purpose of the conceptual design is for Westwood to:
 - a. Study the project.
 - b. Identify and develop alternatives and phasing plan
 - c. Present (through the defined deliverables) these alternatives to the Client.
 - d. Recommend the alternatives that successfully address the design problem.
 - e. Obtain the Client’s endorsement of the selected concept.

SCHEMATIC LEVEL DESIGN

Westwood will develop a schematic level design of the identified next phase of construction for the Sunset and Astroland Project. The schematic will include:

1. Plan and profile of storm drain infrastructure
2. Preliminary grading plan for any proposed detention facilities
3. Preliminary Utility Conflict Matrix
4. Estimate of Quantities

BENEFIT-COST ANALYSIS

1. A FEMA compliant benefit-cost analysis (BCA) will be provided to determine the eligibility of project for FEMA FMA funding. Benefits will be calculated using the FEMA BCA Toolbox, and project costs will be determined from cost analysis above. Benefit Cost Analysis deliverables will be a completed FEMA BCA Report.

EXHIBIT A to Agreement between the City of Mission, Texas ("Client") and Westwood Professional Services, Inc., ("Westwood") for Consulting Services

GRANT APPLICATION FMA 2025/2026

1. As part of the FEMA Go Application, the following exhibits will be prepared as supporting information to application:
 - a. Location Map
 - b. FEMA Floodplain Map
 - c. FEMA NFIP Policy Holder Map
 - d. Existing and Proposed Improvements Map
 - e. 10-year Pre-project & Post-Project Topographic Workmap
 - f. 25-year Pre-project & Post-Project Topographic Workmap
 - g. 50-year Pre-project & Post-Project Topographic Workmap
 - h. 100-year Pre-project & Post-Project Topographic Workmap
 - i. Justice 40 Maps
 - j. SVI Maps
 - k. Environmental Cultural Resources Map
 - l. Environmental Wetlands Map
2. Grant Compliance and Administration:
 - a. Westwood will coordinate with the City of Mission floodplain administrator and grants administrator to develop implementation measures required by the application. Westwood will coordinate with the Texas Water Development Board (TWDB) and Federal Emergency Management Agency (FEMA) to provide evidence that the City of Mission is in good standing with the National Flood Insurance Program (NFIP). Westwood will coordinate submittals, deliverables, cost estimates and narrative writeups with the City of Mission grant administrator and floodplain administrator.

Services not included in this contract:

- *Construction inspection services*
- *Environmental assessments; this project has been categorically excluded*
- *As-built surveys of constructed improvements*
- *Public hearings or City Council/Commission meetings*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*
- *Floodplain studies and permitting*
- *Boundary and topographic surveying*
- *Preliminary and final platting*
- *Zoning change assistance*
- *Site Plan layout*

EXHIBIT A to Agreement between the City of Mission, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

- *Traffic and parking studies*
- *Demolition Plan*
- *Retaining wall design*
- *Design of screening walls, light pole bases, transformer or generator pads, hardscape features, pavers and/or site signage*
- *Detailed layout of walks and hardscape areas, including scoring patterns*
- *Design of any underfloor drainage systems or grading*
- *Design of french drain systems around the building perimeters*
- *Landscape Plan and Irrigation Plan*
- *Site Lighting Plan*
- *Signage Plan*
- *Off-site roadway, drainage, and utility extensions/improvements*
- *LEED pursuit*
- *Construction staking*

END OF EXHIBIT ‘A’

EXHIBIT B to Agreement between the City of Mission, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

EXHIBIT ‘B’ – COMPENSATION AND METHOD OF PAYMENT

Sunset and Astroland Climate Resilient Flood Risk Reduction Project FY22/23 BRIC City of Mission, Texas

COMPENSATION:

For all professional services included in EXHIBIT ‘A’, Scope of Services, Westwood shall be compensated a lump sum fee of \$404,710.00 as summarized below. Westwood reserves the right to re-negotiate fee given changes throughout the project, if necessary. The total fee shall be considered full compensation for the services described in EXHIBIT ‘A’, including all labor materials, supplies, and equipment necessary to deliver the services.

Mission 2022 FMA C&CB Grant		Task / Phase Fee
Task 1	Grant Application FMA 2023	\$33,120.00
Task 2	Topographic Survey and Research	\$74,800.00
Task 3	Existing Condition Model	\$62,290.00
Task 4	Proposed Conditions Model	\$93,200.00
Task 5	Schematic Level Design	\$85,100.00
Task 6	Benefit-Cost Analysis	\$26,200.00
Task 7	Grant Application FMA 2025/2026	\$30,000.00
Total		\$404,710.00

METHOD OF PAYMENT:

Westwood shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Westwood.

END OF EXHIBIT ‘B’

EXHIBIT C – INSURANCE

A. *Insurance.* Westwood shall, during the life of this Agreement, maintain the following insurances:

1. Commercial General Liability (occurrence form not less than):
 - \$2,000,000 General Liability
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$10,000 Medical Expense
2. Commercial Automobile Liability (all scheduled auto, hired and non-owned autos):
 - \$1,000,000 Combined Single Limit
3. Umbrella
 - \$5,000,000 Aggregate
 - \$5,000,000 Each Occurrence
4. Workers Compensation
 - \$1,000,000 Each Accident
 - \$1,000,000 Policy Limit
 - \$1,000,000 Each Employee

Professional Liability Errors and Omissions Insurance. Westwood shall carry Professional Liability Errors and Omissions insurance with limited contractual liability in the amount of \$2,000,000 per claim and in the aggregate for the duration of this Agreement.

END OF EXHIBIT ‘C’

EXHIBIT D – FEDERAL CONTRACT PROVISIONS

Remedies

Contractor shall be responsible for any breach of the terms of this Agreement. In the event of a breach, the City shall have all remedies available under law and equity, including but not limited to the right to withhold payment, seek damages, and pursue specific performance.

Davis-Bacon Act and Copeland “Anti-Kickback” Act

If this Agreement involves construction, alteration, or repair in excess of \$2,000, the Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141–3148) and the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), including payment of prevailing wages and submission of weekly certified payrolls, as applicable. The Contractor shall ensure subcontractors also comply with these requirements.

Contract Work Hours and Safety Standards Act

For contracts in excess of \$100,000 involving the employment of mechanics or laborers, the Contractor shall comply with 40 U.S.C. 3702 and 3704. No laborer or mechanic shall be required to work in excess of forty (40) hours per week unless compensated at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess.

Clean Air Act and Federal Water Pollution Control Act

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387). Contractor shall report any violations to the City, FEMA, and the U.S. Environmental Protection Agency.

Debarment and Suspension

Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal transactions by any federal department or agency (2 CFR Part 180 and Part 3000). Contractor shall not contract with any party listed on the federal System for Award Management (SAM.gov).

Byrd Anti-Lobbying Amendment

For contracts of \$100,000 or more, Contractor shall comply with 31 U.S.C. 1352 and submit a certification regarding lobbying. No federal funds may be used to influence or attempt to influence any officer or employee of any federal agency, a Member of Congress, or an employee of a Member of Congress.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in EPA guidelines at the highest percentage of recovered materials practicable, consistent with maintaining satisfactory performance.

Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, preference shall be given to the purchase, acquisition, or use of goods, products, or materials produced in the United States (2 CFR § 200.322).

Build America, Buy America (BABA)

Contractor shall comply with the Build America, Buy America Act (Pub. L. 117-58, §§ 70901–70927). All iron, steel, manufactured products, and construction materials permanently incorporated into the project must be produced in the United States, unless a waiver has been issued.

END OF EXHIBIT ‘D’



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025
PRESENTED BY: Cesar Torres, Chief of Police
AGENDA ITEM: Approval of amended Memorandum of Understanding between Rio Grande Valley Texas Anti-Gang Program and the City of Mission Police Department – Torres

NATURE OF REQUEST:

Amended MOU. The purpose of this MOU is to set forth an agreement and the relationship between the Rio Grande Valley Texas Anti-Gang Program and the Mission Police Department. This agreement will dictate the personnel, formalize relationships between participating agencies for guidance, equipment, planning, training and maximize inter-agency cooperation.

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 *JP7*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

**MEMORANDUM OF UNDERSTANDING (MOU)
FOR THE CONTINUED OPERATION OF THE
RIO GRANDE VALLEY TEXAS ANTI-GANG (RGV TAG)
PROJECT - 2025**

I. Introduction

- A. The region surrounding and including Hidalgo County, Texas has become a primary center for gangs and other organizations engaged in serious criminal activity.
- B. The participating law enforcement agencies, hereinafter referred to as the parties, at the federal, state, and local level have responsibility for the investigation and prosecution of these criminal organizations.
- C. Cooperation among these different law enforcement agencies in addressing the threat posed by criminal organizations furthers the ability of these agencies to fulfill their mission, which, consequently, furthers the public good.
- D. To enhance this cooperation, the parties that are signatories hereto agree to establish and/or continue the operation of the Rio Grande Valley Texas Anti-Gang (RGV TAG) Project.
- E. The RGV TAG Project will be established at the RGV TAG Center.
- F. The RGV TAG Center will be a facility at McAllen, Texas wherein the parties agree to co-locate human assets and establish a joint physical presence to more efficiently and effectively cooperate and collaborate on intelligence, investigatory, and operational activities related to combating the shared threat of criminal organizations operating in and affecting the region.

II. Purpose

- A. The purpose of this agreement is to set forth the terms by which the parties agree to establish and/or continue the operation of the Rio Grande Valley Texas Anti-Gang (RGV TAG) Project.
- B. This agreement is not intended, and should not be construed, as altering, or superseding any existing agreement, memorandum, policy, or legal authority concerning any of the parties to this agreement.
- C. This agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable by law or otherwise by any third party against the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof.

- D. The parties, their agents, representatives, and employees reserve and do not waive any immunity or similar right to which they are entitled, nor do they waive any provision of the Texas Tort Claims Act or the Federal Tort Claims Act.
- E. No provision of this agreement imposes an obligation or restriction not permitted by applicable law shall be enforceable.
- F. The RGV TAG Center is established as a common physical facility to facilitate effective and efficient cooperation and collaboration between the parties with respect to combating the shared threat of criminal organizations operating in and affecting the region.
- G. The RGV TAG is a shared project of the Constituent Agencies that maintains a physical presence at the RGV TAG Center, subject to the terms of this agreement, and is not a separate or distinct legal entity, whether agency, office, component, corporation, or otherwise.

III. Mission Statement

The mission of the RGV TAG project is to enable the Constituent Agencies to more efficiently and effectively cooperate and collaborate on investigations, and operational activities related to combating the shared threat of criminal organizations operating in or affecting the region.

IV. Participation

- A. Fiduciary Agency: The Constituent Agency that is the recipient grantee of a funding award for purposes of implementing the RGV TAG project. Nothing in this agreement should be construed as prohibiting a fiduciary agency from performing any action required by the rules or conditions of any funding award.
- B. Constituent Agencies: Participating agencies that are signatory agencies to this MOU **AND** have assigned Constituent Agency Personnel to the RGV TAG Center. Failure to assign Constituent Agency Personnel as provided herein shall constitute withdrawal from the RGV TAG Project. Agencies that are not Constituent Agencies will not be eligible to establish agency personnel at the RGV TAG Center.
- C. Governing Bodies. For purposes of this agreement, the term “governing bodies” includes Boards and/or Committees specified in this section.
 - 1. Executive Board. The Executive Board is comprised of the principal of each of the Constituent Agencies. The Executive Board, at an Executive Board meeting, may vote to take action with respect to the RGV TAG that is not inconsistent with this agreement or applicable law. Voting at an Executive Board meeting is limited to the principal of each of the Constituent Agencies. The Executive Board

shall designate a member to the Executive Board as the Presiding Principal.

- a. Minutes. The Presiding Principal is responsible for ensuring that the minutes of Executive Board meetings are prepared and maintained.
 - b. Availability of Minutes. Approved minutes of the Executive Board meetings will be made available to all participating agencies.
 - c. Executive Sessions. At times, executive sessions are necessary to discuss sensitive issues. The decision to adjourn into executive session, and participation therein, will be determined by motion and vote of the Executive Board. During executive sessions, no votes, minutes, or recordings will occur.
2. Management Committee. General management that enables the Constituent Agencies to more efficiently and effectively cooperate and collaborate on investigations, and operational activities related to combating the shared threat of criminal organizations operating in or affecting the region is vested in a Management Committee. Each Constituent Agency shall designate a senior manager from their respective staff to serve on the committee. Each management committee member is subordinate to the member's constituent agency.
 3. Supervisors Working Group. A Supervisors Working Group shall be comprised of the first or second-line supervisors as designated by a Constituent Agency. The purpose of this working group is to provide an established forum for interaction between participating agencies and to assist in providing the fiduciary agency performance data that are conditions applicable to an award of funds that are used to fund the RGV TAG Center. The Supervisors Working Group shall not be considered a governing body and shall not have authority to make any decision on behalf of the RGV TAG Center.
- D. Administrator. This position is subject to funding in an award for purposes of implementing the RGV TAG project. All employees subject to funding in an award shall be employees of the Fiduciary Agency. The Administrator shall be responsible for overseeing the day-to-day functions of the RGV TAG Center, including facilities, equipment, and security. The Administrator shall also oversee all reporting in connection with any grant awards and shall perform any other duties assigned to it by the Fiduciary Agency. The Administrator shall not direct or have any command authority over any of the Constituent Agencies.
 - E. Constituent Agency Personnel. Each Constituent Agency may designate its Constituent Agency Personnel in such numbers as are approved by the Executive Board. Every person designated as Constituent Agency Personnel must be a Full Time Employee (FTE) and shall perform not less than 50% (twenty hours weekly) of his/her regularly assigned duties at the RGV TAG Center. Individuals working at the RGV TAG Center remain as employees of their respective Constituent Agency and

are subject to their Agencies' oversight, management and supervision.

V. Commitments of the Constituent Agencies

Each Constituent Agency commits to further the mission of the RGV TAG Project by acting with a general spirit of cooperation and collaboration with the other Constituent Agencies on matters related to the RGV TAG Project, including by:

- A. Identifying and pursuing opportunities to improve the sharing of information in its possession that is related to the mission of the RGV TAG Project with other Constituent Agencies.
- B. Identifying and pursuing opportunities to collaborate with other Constituent Agencies on the gathering, analyzing, and reporting of intelligence related to the criminal organizations operating in or affecting the region; and
- C. Identifying and pursuing opportunities to coordinate with other Constituent Agencies on the prioritization, planning, execution, and review of investigations and operational activities related to the mission of the RGV TAG Project, with the goal of maximizing the disruption of activities that pose a danger to the public, ensuring the successful prosecution of those committing criminal offenses, and increasing intelligence on criminal organizations operating in or affecting the region.

VI. Activities

Notwithstanding any coordination or cooperation that may occur between the Constituent Agencies, any activity related to the mission of the RGV TAG Project that is conducted by any Constituent Agency, including any individual designated as Constituent Agency Personnel, is performed exclusively pursuant to the respective Constituent Agency's independent authorities (including any separate agreements for creation of joint task forces or similar multi-agency operational units). This agreement does not transfer or bestow any legal authorities to any individual or entity, provides for the deputization of any individual or entity, or establish any unified or shared chain of command. Nothing in this agreement authorizes any Constituent Agency, or any group of Constituent Agencies, to require any other Constituent Agency to undertake any operational, investigatory, or intelligence related activity. Nothing in this agreement should be construed as precluding any Constituent Agency from creating task forces or similar multi-agency operational units through separate agreements.

VII. Information Management

- A. Dissemination of Information. Unless otherwise provided for by law or separate agreement, any information shared at or in connection with the RGV TAG Project by any of the Constituent Agencies may not be further disseminated without the expressed consent of the Constituent Agency from which the information originated.

- B. Information Requests. Each Constituent Agency remains individually responsible for processing any external requests for information related to the RGV TAG Project that is directed to it -- whether such request is pursuant to federal or state open records or freedom of information laws, discovery in the context of legal proceedings, or otherwise. To the extent such requests encompass information that originated from another Constituent Agency, the Constituent Agency processing the request shall consult with the Constituent Agency from which the information originated prior to releasing the information.
- C. Media Communications. The Executive Board may designate one of the Constituent Agencies or a specific individual to serve as the primary media point of contact for the RGV TAG Project. Such designations may be made on a case-by-case basis to correspond to specific activities. Any statement or releases of information to the media or responses to media inquiries on behalf of the RGV TAG Project shall be made exclusively by the board-designated point of contact.

VIII. Facilities

- A. Use and Control. Subject to the rights of ownership or control of any RGV TAG facilities, equipment, or supplies, the Executive Board may specify terms or conditions regarding use of facilities, equipment, or supplies that are provided for common use by the Constituent Agencies at the RGV TAG Center. Nothing in this agreement authorizes any Constituent Agency to exercise any control over the property of another Constituent Agency without consent.
- B. Security of the RGV TAG Center. Due to the sensitive law enforcement work that is to be performed at the RGV TAG Center, dissemination by Constituent Agencies, including any employee or contractor thereof, of details regarding the RGV TAG Center that could compromise the security of law enforcement personnel or law enforcement activity, including dissemination of the RGV TAG Center's location, security features, and technological capabilities, should be limited to those individuals with a mission-related need to know. No Constituent Agency may allow the physical presence of any arrestees, suspects, informants, witnesses, victims or unauthorized persons at the RGV TAG Center. The Executive Board may establish procedures for admitting guests to any common areas of the RGV TAG Center.

IX. Use of Equipment

The City of McAllen, State or Federal Funds Recipient and Fiduciary, and the Constituent Agencies in regard to use of equipment purchased with State and/or Federal grant funds agree that:

- A. To the fullest extent permitted by applicable law, in no event shall the City of McAllen be liable to Texas Anti-Gang (TAG) Center Rio Grande Valley or any Constituent Agency for any loss, cost, claim, injury, liability, or expense, reasonable attorney's fees, and for any indirect, special, consequential, or punitive damages relating to or arising from any act or omission pertaining to this MOU. The

Constituent Agencies intend that the limitations imposed by the City of McAllen on remedies and the measure of damages be without regard to the cause or causes related on any theory of liability arising out of this MOU, including but not limited to, negligence, breach of contract, breach of warranty, breach of representation, tort, or strict liability, whether such negligence or breach be sole, joint or concurrent, active or passive. The Constituent Agencies waive, release and agree not to make any claim, litigate, or seek liability against City of McAllen for any such damages.

- B. To the fullest extent permitted by applicable law, each Constituent Agency agrees to indemnify, defend, and hold harmless City of McAllen, their elected officials, officers, directors, and employees from and against the full amount of any and all claims, demands, actions, damages, losses, costs, expenses, or liability whatsoever (including without limitation the costs of litigation, including reasonable attorneys' fees), for property (real and personal) damage, personal injury or death, fines, or penalties arising in whole or in part out of the use of equipment.
- C. The City of McAllen disclaims any and all representations and warranties in the equipment, whether express, implied or statutory, including any and all representations and warranties regarding merchantability, or fitness for a particular purpose. Without limiting the generality of the foregoing, each Constituent Agency acknowledges that all equipment is provided on an "as is" basis with all faults, and each Constituent Agency assumes all risks in connection with its use of the equipment; and
- D. Any disputes arising hereunder along with all questions concerning the construction, validity, enforcement, liability, and interpretation of the MOU, addendums, and equipment transfers shall be interpreted, governed, construed, and enforced in all respects in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Texas or any other jurisdictions) that would cause the application of the laws of any jurisdiction other than the State of Texas. The Constituent Agencies each expressly and irrevocably consent and submit to service, venue, and the exclusive jurisdiction of the state courts sitting in Hidalgo County, Texas for the adjudication of any dispute, action, proceeding, hearing, mediation, arbitration, or litigation arising directly or indirectly out of the Agreement.

X. Transfer and Receipt of Equipment

The City of McAllen, State or Federal Funds Recipient and Fiduciary and the Constituent Agencies with regard to any transfer of equipment purchased with State and/or Federal grant funds and authorized for transfer by the same State and/or Federal grant funds agree that:

- A. Transfer and Receipt of equipment purchased with State and/or Federal grant funds shall become effective upon signature by the authorized officials of each Constituent

Agency and may be modified, and/or terminated, upon mutual consent of authorized officials of each Constituent Agency.

- B. The City of McAllen, State or Federal Funds Recipient and Fiduciary, certifies that the equipment being transferred was acquired by the expenditure of grant funds awarded to the recipient.
- C. The Receiving Jurisdiction/Agency shall certify that they have knowledge of the Grantee Conditions and Responsibilities and are in compliance with the laws, rules and regulations of the grant, including compliance with all state and federal grant eligibility requirements.
- D. The Receiving Jurisdiction/Agency shall further certify that they have knowledge of the Sub-Recipient's Grant Award and agree to be bound by all the grant covenants and exhibits to the Sub-Recipient's award and any modifications or amendments to that award.
- E. The Receiving Jurisdiction/Agency further certifies that it is duly authorized and empowered by their governing body to enter into this agreement.
- F. Equipment transferred pursuant to this MOU shall require the following:
 - 1. Item Description.
 - 2. Model Number.
 - 3. Serial Number/VIN.
 - 4. Acquisition Date.
 - 5. Grant Year/Program.
 - 6. eGrants Number.
 - 7. Date of Transfer.
- G. The City of McAllen, as State or Federal Funds Recipient and Fiduciary, agrees to notify receiving jurisdiction/agency of any known modifications to applicable award requirements within thirty (30) business days of receipt; and
- H. The Receiving Jurisdiction/Agency agrees to:
 - 1. Maintain compliance with the requirements of federal and state granting agencies;
 - 2. Maintain all aspects of the asset including property records, physical inventory, control system, maintenance procedures, records retention, disposition, and comply with all grant requirements;

3. Make available to federal and state granting agencies or the Texas State Auditor's Office, or designees of these agencies, any equipment items and related records upon request;
 4. Ensure that the Sub-recipient is notified via written communication when pass-through equipment is disposed of by the receiving entity in accordance with 2 CFR 200.313 (e) and the Uniform Grant Management System (UGMS), Subpart C, Section 32 (e) Disposition;
 5. Ensure the equipment is maintained in good working order;
 6. Ensure the equipment is used only as allowable under the grant;
 7. Ensure any deployable equipment will be made available during an event requiring a regional, statewide, or national response: and
 8. Have the responsibility, at its sole cost and expense, for the maintenance, repair, and security of the equipment and shall keep the same in good repair and condition.
- I. This constitutes the sole, entire, and only agreement between the Constituent Agencies concerning the Transfer and Receipt of Equipment and supersedes any prior agreements and understandings, whether written or oral. All prior agreements, discussions, representations, warranties, and covenants are merged and no course of prior dealings, no usage of trade, and no course of performance will be used to modify, supplement, or explain any terms or conditions used in this MOU. There are no warranties, representations, covenants, or agreements, express or implied, between the Constituent Agencies except those expressly set forth in the MOU and addendum. The MOU may not be amended or changed except by written instrument signed by each Constituent Agency. The invalidity of any portion of this MOU shall not have any effect on the balance thereof.
 - J. It is understood and agreed that each Constituent Agency has reviewed and negotiated the terms and provisions of this MOU and has had the opportunity to contribute to its revision. Accordingly, the rule of construction that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this MOU. Rather, the terms of this MOU shall be interpreted to its fair meaning and not strictly in favor or against either party.

XI. Funding

- A. RGV TAG Center. Funding for operating the RGV TAG Center is subject to grants, including grants by the Office of the Governor's Criminal Justice Division Texas Anti-Gang (TAG) grant program. Except as otherwise provided in this agreement, no Constituent Agency is obligated to provide funding in support of the operation of the

RGV TAG Center.

- B. Personnel, Activities, and Basic equipment. Individuals working at the RGV TAG Center remain employees or contractors of each Constituent Agency, and, as such, each Constituent Agency retains full responsibility for providing any compensation, training and benefits owed to its personnel for work performed in connection with the RGV TAG Center. Each Constituent Agency shall bear its own costs when performing any activity related to the RGV TAG Project and will not seek reimbursement from any other Constituent Agency. Each Constituent Agency remains responsible for providing, at its own cost, any basic equipment or supplies necessary for that Agency's personnel to perform their duties at the RGV TAG Center, to the extent such equipment or supplies are not otherwise provided.
- C. Each Constituent Agency shall be responsible for training expenses that enable Constituent Agencies and/or Constituent Agency Personnel including personnel assigned and/or designated a member of the Executive Board, Management Committee, Supervisors Working Group, or Constituent Agency Personnel to cooperate and collaborate on intelligence, investigations, and criminal activities that enhance combating the shared threat of gangs and other criminal organizations operating in and affecting our region.
- D. The Fiduciary Agency and/or the RGV TAG will not apply for and therefore will not administer funding for reimbursement of training expenses for personnel assigned and/or designated a member of the Executive Board, Management Committee, Supervisors Working Group, or Constituent Agency Personnel of the Constituent Agencies of the Texas Anti-Gang (TAG) Center Rio Grande Valley.
- E. Enhanced Security or Special Equipment. To the extent any Constituent Agency requires its allotted physical space at the RGV TAG Center to be enhanced with additional security features or requires any special equipment or supplies beyond that which is provided to all Constituent Agencies, such enhancements or additional materials shall be provided at the sole cost of the participating agency requiring it.
- F. Compliance with Funding Terms. To the extent any rules or conditions applicable to an award of funds that are used to fund the RGV TAG Center prohibit a governing body from acting directly on any matter, any such action may be performed on behalf of that governing body by the Fiduciary Agency. Nothing in this paragraph, however, should be construed as prohibiting a Fiduciary Agency that is the recipient of a funding award from performing any action that is required pursuant to the rules or conditions applicable to that award.

XII. Liability and Indemnification

Each Constituent Agency is responsible for its own actions that are performed in connection with the RGV TAG Project, including that of its personnel. Any liability arising solely from the actions

of a Constituent Agency or subgroup of Constituent Agencies shall be borne solely by the Constituent Agency or agencies that performed the action creating the liability.

Any individual requesting indemnification for activity performed in connection with the RGV TAG Project may seek such indemnification only from the Constituent Agency for which that individual is an employee or contractor, pursuant to that agency's policies and procedures, as well as applicable law and regulations.

XIII. Lead Organization

Any actions that must be performed on behalf of the RGV TAG Center that are not clearly the responsibility of any individual Constituent Agency shall be the responsibility of the Fiduciary Agency.

XIV. Effective Date

This agreement shall take effect upon execution by Constituent Agencies. This agreement may be executed in multiple counterparts and by facsimile transmission or in portable document format ("PDF").

XV. Amendments and Termination

Any amendments to this agreement must be in writing and signed by all Constituent Agencies. This agreement shall remain in effect until terminated in accordance with Section XV of this agreement.

XVI. Addition and Withdrawal of Constituent Agencies

- A. Addition of Constituent Agencies. An Agency may be invited to become a Constituent Agency of the RGV TAG Project with the unanimous vote of the Executive Board at an Executive Board meeting. Upon approval of an invitation and upon becoming a signatory to this MOU and upon assigning Constituent Agency Personnel to the RGV TAG Center, the joining agency shall be considered a Constituent Agency. All provisions of this MOU shall be equally applicable to the joining agency.
- B. Withdrawal of Constituent Agencies. An Agency may be withdrawn as a Constituent Agency of the RGV TAG Project by the Executive Board at an Executive Board meeting. A Constituent Agency may withdraw from the RGV TAG Project upon notice to the RGV TAG Executive Board. Notice of withdrawal may also occur through Constituent Agency failure to designate and assign Constituent Agency Personnel to the RGV TAG Center. The Constituent Agency shall be considered withdrawn on the date of the withdrawal notice and/or date of the Executive Board meeting immediately following the date of withdrawal notice. Upon the effective date of the withdrawal, the withdrawing agency shall no longer be considered a Constituent Agency for purposes of this agreement and shall return to the RGV TAG Center all

RGV TAG Project equipment or supplies.

XVII. Duration of the RGV TAG Project

The RGV TAG Project shall continue in effect until dissolved by any of the following actions:

- A. Written agreement signed by all Constituent Agencies.
- B. Ceased funding of the RGV TAG Center.
- C. Operation of law; or
- D. The passage of three (3) years following the effective date of this agreement, unless the Constituent Agencies extend the duration of the RGV TAG Project, which may occur by a written addendum to this agreement signed by Constituent Agencies.

*

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MEMORANDUM OF UNDERSTANDING (MOU) FOR THE CONTINUED OPERATION OF THE RIO GRANDE VALLEY TEXAS ANTI-GANG (RGV TAG) PROJECT - 2025

Participating Agency: McAllen Police Department

Authorized Official(s):

Signature(s)

Victor Rodriguez
Printed Name(s)

Chief of Police
Title(s)

Date(s)

**MEMORANDUM OF UNDERSTANDING (MOU)
FOR THE CONTINUED OPERATION OF THE
RIO GRANDE VALLEY TEXAS ANTI-GANG (RGV TAG)
PROJECT - 2025**

Participating Agency: _____

Authorized Official(s):

Signature(s)

Printed Name(s)

Title(s)

Date(s)



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025

PRESENTED BY: Cesar Torres, Chief of Police

AGENDA ITEM: Authorization to participate in a Drone as First Responder trial program (BRINC MSI Takeoff Program) with BRINC & Motorola, at no cost to the city for the first year – Torres

NATURE OF REQUEST:

The Mission Police Department is requesting authorization to participate in the Drone as First Responder trial program (BRINC MSI Takeoff Program) with Motorola. The first year of this trial program is at no cost to the city. If the city decides to continue this program, the cost per year will be \$99,999.00, which would include 1 responder with a station. The city of mission police department may terminate the BRINC Subscription without penalty by giving notice to Motorola up to 30 days prior to the commencement of the first Renewal Subscription Year.

BUDGETED: _____ **FUND:** _____ **ACCT. #:** _____

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval.

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *PT*

RECORD OF VOTE: **APPROVED:** _____

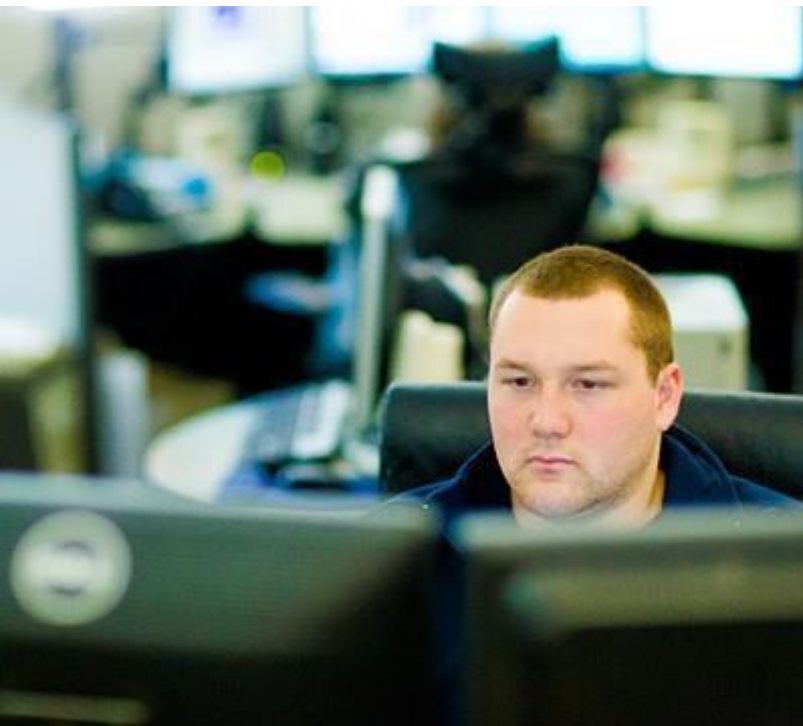
DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



MISSION, CITY OF

09/08/2025

09/08/2025

MISSION, CITY OF
1201 E EIGHTH ST
MISSION, TX 78572

Chief Cesar Torres

We're excited to present the **BRINC MSI Takeoff Program**, built in partnership between BRINC and Motorola Solutions to give every public safety agency access to a reliable, cost-effective, and purpose-built air program.

Too often, agencies are forced to choose between expensive aviation solutions or tools not designed for the realities of public safety work. The Takeoff Program changes that. Together with BRINC, we're making it simple for agencies to stand up Drone as First Responder (DFR) programs that:

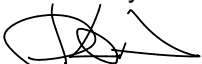
- **Fit within real budgets with the first year at no cost**
- **Rely on technology built for first responders**, not adapted from consumer or inspection hardware
- **Integrate directly into existing Motorola systems** like Command Central Software, radios and ALPR
- **Include full training and support** so teams are mission-ready from day one

We believe every community deserves the benefits of a DFR program—safer officers, lower response times, and better outcomes for the public. The Takeoff Program helps make that possible for every agency ready to deploy an air program. We are confident that Motorola Solutions' ongoing commitment to safety, innovation, and mission-critical performance, combined with BRINC's cutting-edge drone technology, will deliver significant value to your operations.

This offer is subject to the attached Products Agreement and TAKEOFF Program Addendum, and expires 60 days from the date of this letter.

Please let us know when we can schedule time to review this proposal in more detail. Thank you for your leadership and commitment to serving your community. We're honored to support you.

Sincerely



David Redus
Sr. Manager, Drone Response

Billing Address:
MISSION, CITY OF
1201 E EIGHTH ST
MISSION, TX 78572
US

Shipping Address:
MISSION, CITY OF
1201 E. Eighth St
MISSION, TX 78572
US

Quote Date:09/08/2025
Expiration Date:11/07/2025
Quote Created By:
David Redus
David.Redus@
motorolasolutions.com

End Customer:
MISSION, CITY OF
Chief Cesar Torres
lgutierrez0559@missiontexas.us

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Year	Item Number	Description	QTY	TERM	Sale Price	Ext. Sale Price
Year 1 Subscription	BRINC	Responder w/Station DFR (Single Site)	1	6 Years	\$0.00	\$0.00
Sub Total:						\$0.00
Year		Description				Annual Price
Year 2 Subscription		1 Responder w/Station DFR (Single Site)				\$99,999.00
Year 3 Subscription		1 Responder w/Station DFR (Single Site)				\$99,999.00
Year 4 Subscription		1 Responder w/Station DFR (Single Site)				\$99,999.00
Year 5 Subscription		1 Responder w/Station DFR (Single Site)				\$99,999.00
Year 6 Subscription		1 Responder w/Station DFR (Single Site)				\$99,999.00
	Grand Total					\$499,995.00

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Takeoff Program term structure:
- Year 1: No cost period includes right to exercise termination for convenience at any point within the first year. Year 2 - 6: Paid period of performance begins based on a jointly developed quotation and solution design.
- Motorola will invoice Customer annually in advance of each year of the Subscription Term following the no cost period.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

**PRODUCTS AGREEMENT**

This Products Agreement (this “**Agreement**”) is entered into between **Motorola Solutions Inc.**, (“**Seller**” or “**Motorola**”) and the entity set forth in section I(b) (“**Customer**”) as of the date last signed below (“**Effective Date**”). Seller and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

I. Seller and Customer Information

(a)	Seller	Motorola Solutions Inc.
(b)	Customer	Name: MISSION, CITY OF Address: 1201 E EIGHTH ST MISSION, TX 78572 US Contact: Chief Torres

II. Transaction Details

(a)	Proposal	Proposal No. <u>QUOTE-3289724</u> Date: <u>09/09/2025</u> Motorola will provide Customer with the products and services set forth in the proposal dated above (the “Proposal”), a copy of which is attached hereto and incorporated herein.
(b)	Pricing	Pricing for products and services being purchased by Customer is set forth in the Proposal.
(c)	Term and Conditions	The Parties acknowledge and agree that the terms of the Motorola Customer Agreement (“MCA”), including all applicable addenda, located at https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/US-Motorola-Solutions-Customer-Agreement.pdf are incorporated herein and shall apply to the products and services provided to Customer as set forth in the Proposal.

III. Entire Agreement

This Agreement, including the Proposal and any terms and conditions referenced herein, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document, and the terms of this Agreement will take precedence.

CUSTOMER:

By: _____

Print Name: _____

Title: _____

Date: _____

MOTOROLA SOLUTIONS INC.

By:  _____Print Name: David RedusTitle: Sr. Manager Drone ResponseDate: 09/09/2025

Drone as First Responder

How It Works

01

Call for service received.



02

Drone automatically responds.



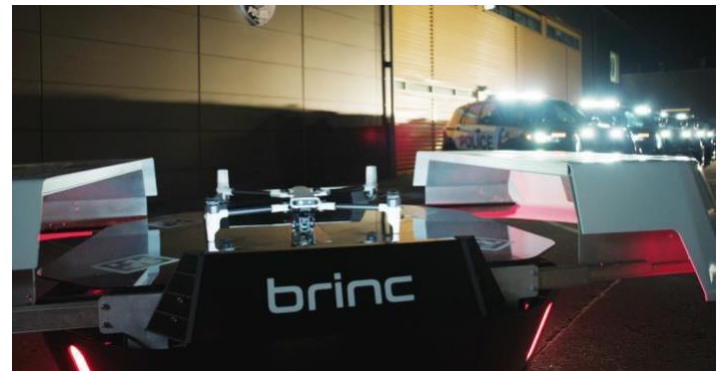
03

Drone provides live video feed with the capability for two-way communication.



04

Drone autonomously returns to Station and lands.



Measures of Success

Agencies adopting **Drone as First Responder (DFR)** programs have seen significant improvements in response times, situational awareness, and resource efficiency. By deploying drones within seconds of an emergency call, agencies can assess incidents faster, reduce risks to first responders, and make data-driven decisions that enhance public safety.

70 seconds

Average on-scene visibility

25% of calls

Resolved without dispatching officers

54% quicker

Human response times as drones clear non-priority calls

>700 public safety agencies

Fly BRINC drones

With the BRINC Drone as First Responder solution public safety agencies will see an immediate impact

Increase Officer Safety



Get eyes and ears in dangerous situations without risking lives and before officers arrive

Reduce Use of Force



Create distance and slow down the speed of operations with technology

Deliver Lifesaving Payloads



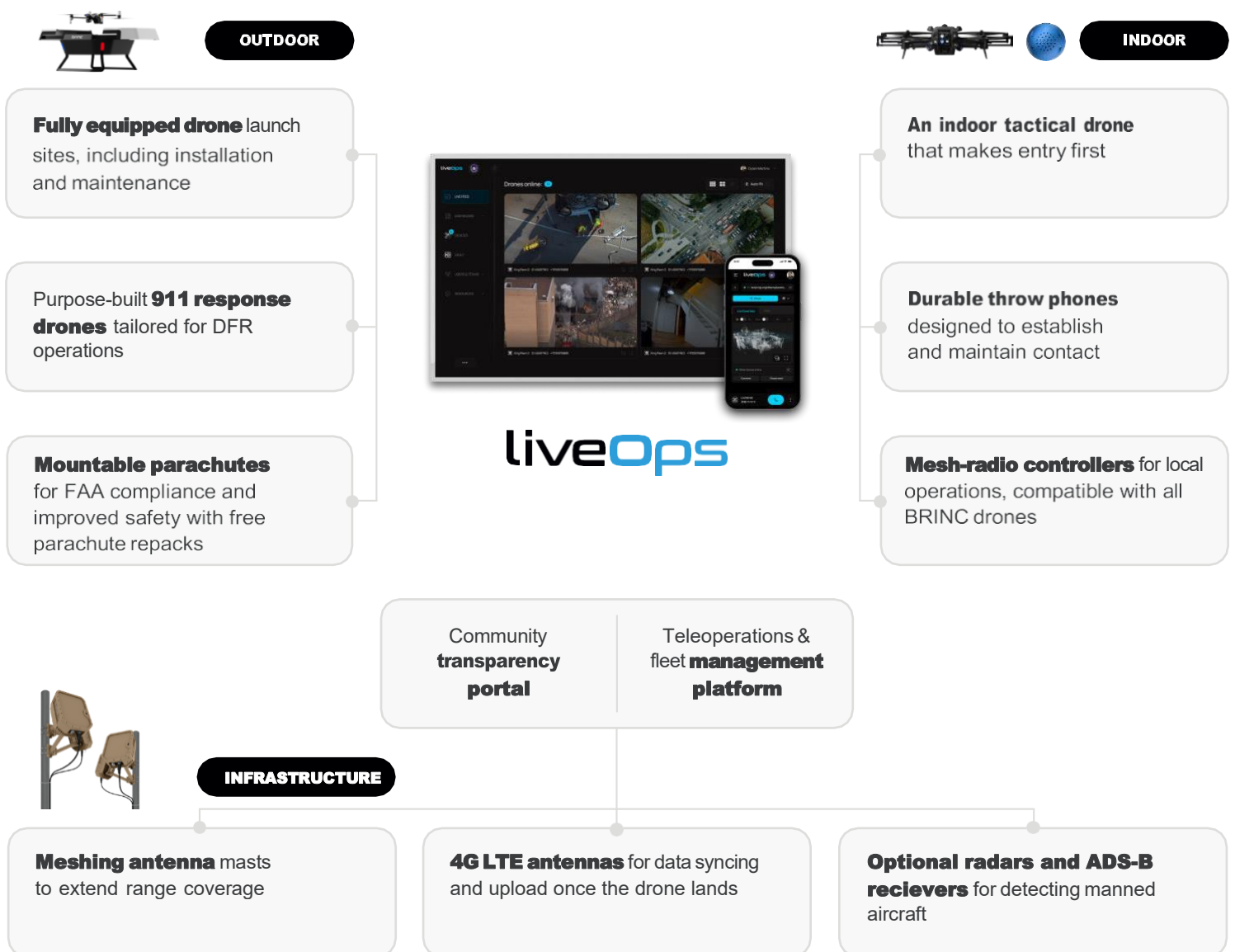
Make Narcan, AEDs, EpiPens and other equipment available anywhere in seconds

DFR

Solution Overview

BRINC builds drone solutions for public safety agencies that empower first responders with technology to safeguard their communities.

INTEGRATED SOFTWARE SOLUTION



Hardware

responder

The world's first purpose-built 911 response drone, Responder is a powerful aerial tool made right here in the USA for public safety agencies.

40x Total Zoom

Provides detailed imagery even from a considerable distance, enhancing mission capabilities.

Mobile Communication Hub

Integrated loudspeaker (with siren function) and microphone allow communication for negotiations and emergency announcements.

640 px Thermal Camera

Makes it easy to identify people or see fire through smoke and provides situational awareness even in low or no light conditions.

Emergency Payload Dropper

Deploy AEDs, Narcan, EpiPens, PFDs and other lifesaving payloads.



IPX4 Water Resistant

Integrated 2-Way Comms
with Loudspeaker

Emergency Lights and Siren

Forward Obstacle Avoidance

Attachment Rail

Mesh Networking

Hardware

responder station

The Responder Station launches, protects and recharges Responder drones.

Temperature Controlled

Optimizes battery charging and protects electronics.

Simple

Infrastructure

Resistant to erosion. Increases reliability.

Weather Resistant

Ensures reliable performance in challenging climates.

25 Minutes

How long it takes to charge from 10% to 90%.



<5 Sec Deployment
Time

Large Vehicle
Mountable

Starlink /
Solar Compatible

Standard Power
Input

Weather
Resistant

Charge 10 to 90%
in 25 Minutes

Corrosion
Resistant

Integrated
HVAC

Hardware

DFR Infrastructure

BRINC provides **additional infrastructure** to make your DFR operations more reliable through redundancy and advanced BVLOS operations. We cover the installation and maintenance for all DFR infrastructure elements.

DFR Antenna Masts

Extend range coverage of our mesh networking system.

ADS-B Receivers

Detect manned aircraft.

Optional Radars

Another way to detect manned aircraft.



Services

DFR Safeguard Program

UNLIMITED REPAIR & REPLACE

You own the hardware. When upgraded, the Unlimited Repair and Replace warranty transfers to the latest hardware.

Set-up made easy

Day 1

Site setup

- Responder delivery
- Station installation
- Infrastructure setup
- BVLOS Waiver submission
- Training

Year 3

Upgrade

- Responder upgrade
- Training

Year 5

Upgrade

- Responder upgrade
- Training

Regular Upgrades



MISSION-CRITICAL. MISSION-RELIABLE. MISSION-READY.

Drone destroyed during a mission? With Unlimited Repair & Replace, first you get a loaner, then you get a new unit.

Safeguard ensures operational success



Swaps



Battery swap due to age or performance



Prop swap due to age or performance

Data



Unlimited cellular data for your systems



Unlimited storage on LiveOps

Accessories & Training



Unlimited payload mounts to deploy medical aid



On-demand training

STATEMENT OF WORK

Motorola is providing the BRINC solution, as set out below.

BRINC Drone as First Responder (DFR) Implementation

Term: This SOW is effective as of the Effective Date and will continue unless terminated earlier pursuant to the Agreement.

This Statement of Work (“SOW”) is governed by the Agreement (the “Agreement”) entered into between Motorola and Customer. All definitions not defined herein shall have the meaning set forth in the Agreement (including its addenda or riders). In the event of a direct conflict between this SOW and the Agreement, this SOW will control solely with respect to the services and deliverables described herein. Terms used but not defined in this SOW have the meanings set forth in the Agreement.

1. PURPOSE & SCOPE

This SOW defines the roles, responsibilities, deliverables, acceptance criteria, and project governance for the implementation of a Drone as First Responder (DFR) program powered by BRINC LiveOps software, BRINC UAS hardware. The objective is to deploy an operational DFR capability, including fixed launch sites, teleoperations (where applicable), training, and post-go-live support.

2. DEFINITIONS

DFR: Drone as First Responder operational model, designed to enable rapid Unmanned Aircraft System (UAS) response to calls for service.

Go-Live: The date on which the Customer begins live operational use of the BRINC DFR solution.

CIQ: Customer Input Questionnaire used to capture configuration, networking, and deployment specifics.

3. DESCRIPTION OF SERVICES

3.1 Implementation Services: BRINC will perform the implementation tasks described herein to prepare the Customer’s environment for full DFR functionality, including the following:

- (a) DFR Solution Design & Configuration (subdomain creation, network configuration, geofencing, safety analysis).
- (b) Hardware & Software Deployment (BRINC UAS, docking station if applicable, LiveOps SaaS activation).

(c) Training for System Administrators, Pilots in Command (PIC), and Teleoperators.

(d) Support (24x7x365).

(e) Project Documentation & Handover (CIQ, IP plans).

3.2 Warranty and Replacement Policy: BRINC offers the Warranty and Replacement Policy for Equipment sold to Customer pursuant to the Agreement that is manufactured or supplied by BRINC (the “BRINC Equipment”), as set forth on Schedule A.

4. SYSTEM REQUIREMENTS

The Hosted Services are cloud-based and provided over the internet. Customer must provide all equipment and software necessary to connect to the Services, including:

- (a) Dedicated bandwidth minimum of 30 Mbps upload and 30 Mbps download at each teleoperator and launch site location, with IT firewall profile configuration allowing required ports/IP ranges for BRINC internet traffic.
- (b) DFR launch and related infrastructure sites provided and equipped as specified in Schedule C.
- (c) Part 107 certified pilots (or equivalent regulatory authorization).
- (d) Hardware required to support BRINC operations (ability to launch browser).

5. ROLES & RESPONSIBILITIES

5.1 Brinc Obligations. Motorola will engage Brinc to provide:

- (a) Project Management
 - (i) Lead project planning, execution, risk management, reporting, and closure.
 - (ii) Coordinate technical clarification, CIQ completion, configuration, staging, deployment, and acceptance activities.
- (b) Configuration Documentation
 - (i) Provide BRINC configuration documents and coordinate with Customer IT on necessary settings.
- (c) Support

- (i) Provide 24x7x365 post-implementation support channels (Intercom, phone, email) through BRINC, as set forth on Schedule B.

(d) Limitations / Disclaimers

- (i) Brinc procures cloud hosting from third-party vendors and is not responsible for interruptions or breaches caused by such providers, subject to applicable law and the Agreement.

(e) Solution Design & Environment Prep

- (i) Create a unique subdomain/URL for Customer access.
- (ii) Collaborate with Customer IT on firewall, port, and IP configuration for LiveOps.
- (iii) Conduct RF/EMF analysis and launch area testing to validate safe flight operations, geofenced areas, and interference mitigation.

(f) Software Activation & Configuration

- (i) Enable BRINC Drone Software on the Customer's network, create Customer accounts, and provide admin access using Authorized User information.
- (ii) Provision BRINC LiveOps SaaS, including admin portal access, telemetry, error/warning notifications, and PIC/teleoperator data capture.

(g) Hardware

- (i) Recommend proper hardware requirements and deployment architecture for the DFR program.

(h) Training

- (i) Deliver on-site and/or remote training for administrators, PICs, and teleoperators, covering BRINC hardware, LiveOps, geofencing, emergency override, and DFR best practices.

(i) Documentation

- (i) Deliver CIQ, IP plans, configuration documents, and final project close-out documentation.

(j) Out of Scope (unless separately contracted):

- (i) Management of on-site resources used during installation. This includes resources to add or build required infrastructure (pre-install) to accommodate base STATION placement or RF Infrastructure at strategic regional locations. This could include non-customer sites requiring an MOU driven by customer.
- (ii) Implementation/management of Customer's networking equipment, routing/switching, or third-party systems not listed herein.
- (iii) Configuration changes requested after CIQ sign-off (unless via approved change order).
- (iv) Ongoing operations beyond specified support, including remote operations, unless contracted as Managed Services.

5.2 Customer Obligations. Customer will provide the following:

(a) Program Governance

- (i) Appoint a Project Manager to manage user access, retention periods, and public data visibility; act as primary point of contact.

(b) Regulatory Compliance

- (i) Obtain and maintain FAA waivers, CoAs, and other regulatory approvals required for DFR operations (Motorola Managed Services may assist as agreed).
- (ii) Ensure Part 107 certified pilots and appropriate SOP/SRM/PPE are in place.

(c) Technical Readiness

- (i) Provide required infrastructure, bandwidth (≥ 30 Mbps up/down at teleoperator and launch sites), LTE fallback, firewall configurations, electrical, and other prerequisites.

(d) Deployment Requirements & Site Prep

- (i) Meet site preparation, power, environmental, mounting/security, airspace, maintenance access, and backup landing zone requirements as outlined in Schedule C.

(e) Accounts & Security

- (i) Provide Authorized User emails; maintain account/password security; promptly notify Motorola/BRINC of security issues.

(f) Operations & Data

- (i) Properly configure and use the services; secure, protect, and back up content; implement encryption and routine archiving as needed.

6. ASSUMPTIONS

The Services are provided under the following assumptions:

- (a) Customer will meet all system requirements and maintain them during the term.
- (b) Material scope changes post-CIQ require a change order (fees/timeframe adjustments may apply).
- (c) DFR docking station and infrastructure (if included) will be installed only after Customer meets the prerequisites defined in Schedule C.

7. EXCLUSIONS.

Unless expressly stated, the following are excluded from the Services:

- (a) Customer network hardware configuration and maintenance.
- (b) Third-party platform licensing not listed herein.
- (c) Long-term managed operations.
- (d) Post-CIQ configuration changes without a change order.

8. TRAINING

BRINC will provide the following training:

- (a) Flight Hardware Training: Manual RC flight basics, emergency override maneuvers, hardware limitations.
- (b) BRINC Software Training: Admin overview, safety features, geofence editor usage, teleoperation basics.
- (c) Operational Validation: Test flights within geofenced areas; validate launch/landing safety.

9. ACCEPTANCE CRITERIA

The solution will be deemed accepted (“Final Acceptance”) upon:

- (a) Successful completion of agreed work packages and test flights demonstrating DFR functionality, as set forth on Schedule D.
- (b) Delivery of all documentation (CIQ, IP plans, admin portal credentials, configuration docs).
- (c) Go-Live commencement.
- (d) Resolution (or documented plan) for any material issues blocking operational use.

10. SUPPORT & SLAS

BRINC provide the following support Services:

- (a) Go-Live Support: 8 weeks post-implementation.
- (b) Ongoing Support: 24x7x365 via Intercom, phone, and email; on-site support if issues cannot be resolved virtually.
- (c) Data Handling: Data will not be intentionally deleted prior to termination; however, certain media (e.g., video/images >30 days) may be deleted per platform policy (adjust to your policy).
- (d) Support Program set forth on Schedule B

SCHEDULE A – BRINC EQUIPMENT WARRANTY & REPLACEMENT POLICY

1. Hardware Warranty. Motorola warrants that BRINC Equipment is free from defects in workmanship and materials for one year from the date of Customer's receipt. For BRINC Equipment purchased by Customer under the BRINC Support Program, Motorola warrants such BRINC Equipment is free from defects in workmanship and materials from the date of Customer's receipt for the duration of the BRINC Support Program term.
2. Disclaimers. **Except as expressly provided herein, BRINC and Motorola provides all BRINC Equipment and BRINC Services "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Non-BRINC Materials are not covered by the limited hardware warranty described in Section 1 of this Schedule above and are only subject to the warranties of the third-party provider or manufacturer.**
3. Claims. If BRINC or Motorola receives a valid warranty claim for BRINC Equipment during the limited hardware warranty term, BRINC's and Motorola's sole responsibility is to repair or replace such BRINC Equipment with the same or like BRINC Equipment, at BRINC's or Motorola's option, as applicable. A replacement BRINC Equipment will be new or like new. The limited hardware warranty of the replacement BRINC Equipment will be the longer of (a) the remaining limited hardware warranty term of the original BRINC Equipment or (b) 90-days from the date of repair or replacement.
4. Exclusions. BRINC's limited hardware warranty excludes damage related to: (a) failure to follow BRINC Equipment use instructions, including those set forth in the applicable BRINC Equipment documentation; (b) BRINC Equipment used with equipment not manufactured or recommended by BRINC; (c) abuse, misuse, or intentional damage to the BRINC Equipment; (d) force majeure; (e) BRINC Equipment repaired or modified by persons other than BRINC, without BRINC's written permission; (f) BRINC Equipment with a defaced or removed serial number; or (g) Customer's or its Authorized User's failure to complete training from BRINC on operating and flying the BRINC Equipment prior to Customer's or its Authorized User's use of the BRINC Equipment. BRINC's limited hardware warranty will be void if Customer resells BRINC Equipment.
5. Replacement BRINC Equipment. BRINC or Motorola may permit Customer to exchange BRINC Equipment or a part thereof. In such events, subject to Section 4 of this Schedule, the replacement BRINC Equipment or part thereof will become Customer's property, and the replaced Equipment or part thereof will become Motorola's or BRINC's property, as applicable. Before delivering BRINC Equipment for any BRINC Services (including replacement services), Customer must download BRINC Equipment data and retain a copy. BRINC is not responsible for any loss of software, data, or other information contained in storage media or any part of the BRINC Equipment sent to BRINC for BRINC Services.

6. Spare BRINC Equipment. At BRINC's or Motorola's reasonable discretion, as applicable, BRINC or Motorola may provide Customer a predetermined number of spare BRINC Equipment. Spare BRINC Equipment is intended to replace broken or non-functioning units while BRINC or Motorola repairs or replaces the broken or non-functioning units through the warranty return process. Title and risk of loss for all spare BRINC Equipment shall pass to Customer in accordance with the Agreement.

SCHEDULE B – BRINC SUPPORT PROGRAM

If the Customer purchases BRINC Support Program or a bundle including BRINC Support Program, this appendix applies.

1. BRINC Support Program. The “BRINC Support Program” is an extended full-service warranty that starts on the Subscription commencement date and terminates as detailed in the Proposal. The extended warranty includes (i) unlimited repairs on BRINC Equipment and (ii) for any BRINC Equipment that cannot be repaired, up to 1 replacement per year for the Responder and Guardian Camera payload, and unlimited replacements for any other BRINC Equipment that BRINC is unable to repair between hardware Upgrades (as defined below). Customer is to return the destroyed device or provide reasonable documentation that the device was destroyed (i.e. pictures or video). The BRINC Support Program is available to agencies only upon completion of BRINC certified training on the associated product or service.
2. BRINC Support Program Upgrade. If Customer has no outstanding payment obligations and purchased BRINC Support Program, BRINC will provide Customer a new BRINC Lemur, Responder or Guardian Drone, corresponding Stations and/or BRINC Ball as scheduled in the Proposal (“Upgrade”). If Customer purchased BRINC Support Program, BRINC will provide an upgrade that is the same or like BRINC Device, at BRINC’s option. BRINC makes no guarantee the Upgrade will utilize the same accessories. Upgrades exclude new products that BRINC introduces and markets as distinct products or applications. New or additional BRINC products and applications, as well as any BRINC professional services are not included. Neither BRINC nor Motorola will offer any warranty for such BRINC Equipment that has been replaced with an Upgrade, and will have no liability for any damages relating to the use of such BRINC Equipment. BRINC and Motorola will not and have no obligation to provide Upgrades once the BRINC Support Program terminates for any reason.
3. Upgrade Delay. BRINC may ship the Upgrades as scheduled in the Proposal without prior confirmation from Agency. BRINC may ship the final Upgrades as scheduled in the Proposal 60 days before the end of the Subscription Term without prior confirmation from Customer.
4. Upgrade Change. If Customer wants a different BRINC Equipment model from the Upgrade offered by BRINC, Customer must pay the price difference between the MSRP for the desired BRINC Equipment and the MSRP for the Upgrade. If the model Customer desires has an MSRP less than the MSRP of the offered Upgrade, Motorola will not provide a refund. The MSRP is the MSRP in effect at the time of the Upgrade.
5. Firmware Updates. BRINC will provide Updates to BRINC Equipment firmware for as long as a BRINC Equipment is part of an active Support Program. An “Update” can be either (i) a generally available release that BRINC makes available from time to time, or (ii) a new version of BRINC software and/or firmware that enhance features and functionality, as solely determined by BRINC.

6. Original BRINC Device. Following receipt of an Upgrade, Customer will retain the original BRINC Devices, provided that: (i) Customer cannot resell, gift, or donate the BRINC Devices; (ii) Customer will not allow the BRINC Devices to be used for personal use; (iii) Customer must retain direct custody and control of the BRINC Devices; and (iv) BRINC will offer no warranty for those BRINC Devices and will have no liability for any damages relating to the use of such BRINC Devices (as the warranty for such devices will have shifted to the Upgrade).

SCHEDULE C – CUSTOMER DEPLOYMENT REQUIREMENTS (DFR SITE & DOCK READINESS)

Site Preparation

- **Base STATION Infrastructure:** Safe accessibility; minimum surface area (16' x 16'), adequate load support (≥ 360 lbs), unobstructed view of the sky. Station placement must be possible via ground transport, crane, or walking access with standard door clearance. Power and network access as specified below.
- **RF Site Infrastructure:** Safe accessibility; minimum surface area for Non-Penetrating RF Pole (6' x 6'), or appropriate Penetrating RF Wall Mount (with mounting hardware preinstalled as directed by BRINC). Both RF options must have an unobstructed 360° view of the geographical flight area (i.e. RF array above all obstructions) and installed away from other high powered RF or cellular antennae. RF access must be possible via standard door clearance or roof hatch. Power and network access as specified below.

Power

- Continuous 110V/20A (outdoor rated plugs/protection), surge protection, battery backup where possible to ensure 100% uptime, proper grounding ($\leq 10\Omega$).

Network/Backhaul

- Dedicated hard-wired internet access with LTE or similar fallback preferred, properly configured firewall rules, outdoor IP-rated connectors and wiring.

Environmental & Physical Security

- Weatherproofing, secure mounting, controlled access.

Flight Safety & Airspace

- No-fly zones reviewed; documented RF/geofencing compliance; defined backup landing area.

Maintenance Access

- Routine access, maintenance plan for cleaning, battery management, firmware updates.

Documentation & Compliance

- Site layout, network diagrams, operational SOP, permits/insurance, logging/ticketing for incidents.

Backup Safe Landing Area

- Required: 16' diameter area, clear view of the sky with obstruction-free vertical corridor above, clearly marked, traffic restricted. Preferred: Same altitude as station.

SCHEDULE D – ACCEPTANCE TEST PLAN (ATP)

Functional Tests

- LiveOps connectivity, drone telemetry, flight log validation, geofence enforcement.

Operational Tests

- Launch/land cycles, teleoperation handoff (if applicable), emergency failsafe procedures.

TAKEOFF Program Addendum

This TAKEOFF Program Addendum (this “TOPA”) is entered into between Motorola and Customer, and shall be subject to, and governed by, the terms of the MCA, or other agreement between Motorola and Customer, as applicable, including any applicable addenda (the “Agreement”). Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the MCA and DA which may be found at: https://www.motorolasolutions.com/en_us/about/legal/us_terms.html.

If you are purchasing drone or unmanned aerial vehicle and related Products manufactured, supplied or otherwise provided by BRINC Drones, Inc. (“BRINC”, and such Products, the “BRINC Products”) as part of the TAKEOFF Program (from Motorola on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as “Customer” to this TOPA; (b) you have read and understand this TOPA; and (c) on behalf of the Customer that you represent, you agree to this TOPA. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this TOPA, please do not complete the purchase. The BRINC Products include Equipment (“BRINC Equipment”), and related Services and Licensed Software.

This TOPA governs Customer’s purchase of BRINC Products from Motorola under the TAKEOFF Program and shall form part of the Parties’ Agreement. This TOPA shall control with respect to conflicting terms in the Agreement or any other applicable Addendum (including, without limitation, the Drone Addendum agreed to between Customer and Motorola (the “DA”)), but only as applicable to the BRINC Products purchased under this TOPA and not with respect to other Products. For the avoidance of doubt, BRINC Products which are purchased under the Agreement (and, where applicable, the DA) which are not part of the TAKEOFF Program shall not be subject to this TOPA. Unless otherwise stated in this TOPA, the terms of the Agreement, including the DA apply.

1. THE FIRST YEAR OF THE SUBSCRIPTION. As set forth in the Proposal, Customer has agreed to a multi-year Subscription for BRINC Products (the “BRINC Subscription”). All references to the first twelve months of the BRINC Subscription (the “Initial Subscription Period”) and each renewal year (each a “Renewal Subscription Year”) in this TOPA shall refer to the BRINC Subscription. The Initial Subscription Period of the BRINC Subscription is subject to the following terms:
 - 1.1. Title. Title to the BRINC Equipment shall transfer to Customer at the commencement of the first Renewal Subscription Year. During the Initial Subscription Period the BRINC Equipment shall be the sole property of BRINC. Customer shall have no rights whatsoever in or to the BRINC Products other than the right to use the BRINC Products during the Initial Subscription Year. Customer shall have the benefit of the Support Program as set out in the Proposal, however Customer shall reimburse Motorola for the cost of any

necessary repairs or replacement of the BRINC Equipment for damage not covered by the Support Program.

2. CUSTOMER RESPONSIBILITIES

- 2.1. Customer Obligations. Customer shall fulfil the Customer Obligations as set out in the Proposal (“Customer Obligations”).
- 2.2. Feedback. Customer may provide Motorola internal reports and feedback to assist in improving the TAKEOFF Program. Motorola and BRINC may use such internal reports and feedback to develop or improve their Products and Services (including without limitation BRINC Products)
- 2.3. Reference. Motorola or BRINC may request that Customer act as a public reference or that Customer participate in a case study.
- 2.4. Exclusivity. During the Initial Subscription Period, Customer shall use Products from BRINC as its sole Drone as First Responder (“DFR”) provider for any Products covered by the TAKEOFF Program, and shall not, until the commencement of the first Renewal Subscription Period, deploy or purchase any autonomous docked drone platform or DFR product from a third party (“Competing Product”).
- 2.5. Compatibility. Customer is responsible for ensuring that any Customer-Provided Equipment and any alterations to the applicable network with which the BRINC Products are to be used are compatible with the BRINC Product.

3. EARLY TERMINATION

- 3.1. Customer Termination. Customer may terminate the BRINC Subscription without penalty by giving notice to Motorola up to 30 days prior to the commencement of the first Renewal Subscription Year.
- 3.2. Motorola Termination. During the Initial Subscription Year, Motorola may terminate the BRINC Subscription immediately by giving notice to Customer should:
 - 3.2.1. Customer fail to fulfill a Customer Obligation pursuant to Section 2.1; or
 - 3.2.2. Customer deploy or purchase a Competing Product.

4. **ON TERMINATION** On termination pursuant to Section 3, Motorola or its subcontractors (including BRINC or its subcontractors) shall remove the BRINC Equipment from Customer’s premises, and will deactivate (or cancel Customer’s access to) all related Software and SaaS Products (as defined in the Agreement) provided or made available by BRINC. Customer will cooperate with such removals and deactivations (including without limitation by allowing Motorola and its subcontractors (including BRINC and its

subcontractors) to access Customer facilities for such purpose. Motorola shall work with Customer to offload any Customer Data to Customer's system.

5. SURVIVAL The following sections of this TOPA survive termination of this Agreement:
Sections 1 and 4.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025
PRESENTED BY: Cesar Torres, Chief of Police
AGENDA ITEM: Authorization to purchase uniforms for police officers, from Galls (Buy Board contract #773-25), totaling \$37,694.88 - Torres

NATURE OF REQUEST:

The Mission Police Department is requesting authorization to purchase police uniforms from Galls. These uniforms will replace old/damaged uniforms and equip upcoming new hires. The purchase will be made via Buy board contract #773-25. The total purchase amount is \$37,694.88.

BUGETED: Yes **FUND:** General **ACCT. #:** 01-430-64270

BUDGET: 125,000 **EST. COST:** \$37,694.88 **CURRENT BUDGET BALANCE:** \$125,000

BID AMOUNT: _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *JP7*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____

Quote

Customer: (1000945580) MISSION POLICE DEPT
 Date: 09/30/2025
 Sales Rep: MEGAN WILLIAMS

Page 1 of 14
 Quote Number: 31068
 Quote Expiration: 10/30/2025

Sold To:
 MISSION POLICE DEPT
 ACCOUNTS PAYABLE
 1201 EAST 8TH ST
 MISSION, TX 78572

Ship To:
 Julio De Leon
 1200 EAST 8TH ST
 MISSION, TX 78572

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	SH3592 DKNV LG REG	FLEX RS SS SUPERSHIRT	5		77.26	386.30
1.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	5		4.99	24.95
1.2	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	5			
1.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	5		4.99	24.95
1.4	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	5			
2	SH3592 DKNV MD REG	FLEX RS SS SUPERSHIRT	5		77.26	386.30
2.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	5		4.99	24.95
2.2	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	5			
2.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	5		4.99	24.95
2.4	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	5			
3	SH3592 DKNV SM REG	FLEX RS SS SUPERSHIRT	5		77.26	386.30
3.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	5		4.99	24.95
3.2	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	5			
3.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	5		4.99	24.95
3.4	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	5			
4	SH3592 DKNV XL REG	FLEX RS SS SUPERSHIRT	5		77.26	386.30
4.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	5		4.99	24.95
4.2	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	5			

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4.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	5		4.99	24.95
4.4	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR	5			
		PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT				
5	SH3592 DKNV 2XL REG	FLEX RS SS SUPERSHIRT	5		84.98	424.90
5.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	5		4.99	24.95
5.2	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR	5			
		PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT				
5.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	5		4.99	24.95
5.4	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR	5			
		PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT				
6	SH885 MDNV 14 REG	MENS TEX TROP2 SS ZIP SHIRTS	17		62.67	1,065.39
6.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	17		4.99	84.83
6.2	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR	17			
		PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT				
6.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	17		4.99	84.83
6.4	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR	17			
		PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT				
7	SH885 MDNV 145 REG	MENS TEX TROP2 SS ZIP SHIRTS	20		62.67	1,253.40
7.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	20		4.99	99.80
7.2	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR	20			
		PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT				
7.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	20		4.99	99.80
7.4	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR	20			
		PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT				
8	SH885 MDNV 15 REG	MENS TEX TROP2 SS ZIP SHIRTS	15		62.67	940.05

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8.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	15		4.99	74.85
8.2	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	15			
8.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	15		4.99	74.85
8.4	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	15			
9	SH885 MDNV 155 REG	MENS TEX TROP2 SS ZIP SHIRTS	17		62.67	1,065.39
9.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	17		4.99	84.83
9.2	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	17			
9.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	17		4.99	84.83
9.4	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	17			
10	SH885 MDNV 16 REG	MENS TEX TROP2 SS ZIP SHIRTS	20		62.67	1,253.40
10.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	20		4.99	99.80
10.2	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	20			
10.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	20		4.99	99.80
10.4	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	20			
11	SH885 MDNV 165 REG	MENS TEX TROP2 SS ZIP SHIRTS	15		62.67	940.05
11.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	15		4.99	74.85
11.2	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	15			
11.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	15		4.99	74.85

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Line	Item	Description	Qty	Retail	Your Price	Ext Total
11.4	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	15			
12	SH885 MDNV 175 REG	MENS TEX TROP2 SS ZIP SHIRTS	15		62.67	940.05
12.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	15		4.99	74.85
12.2	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	15			
12.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	15		4.99	74.85
12.4	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	15			
13	SH885 MDNV 18 REG	MENS TEX TROP2 SS ZIP SHIRTS	15		62.67	940.05
13.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	15		4.99	74.85
13.2	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	15			
13.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	15		4.99	74.85
13.4	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	15			
14	SH885 MDNV 185 REG	MENS TEX TROP2 SS ZIP SHIRTS	7		62.67	438.69
14.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	7		4.99	34.93
14.2	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	7			
14.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	7		4.99	34.93
14.4	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	7			
15	SH885 MDNV 19 REG	MENS TEX TROP2 SS ZIP SHIRTS	6		62.67	376.02
15.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	6		4.99	29.94

Quote

Customer: (1000945580) MISSION POLICE DEPT
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Sold To:
 MISSION POLICE DEPT
 ACCOUNTS PAYABLE
 1201 EAST 8TH ST
 MISSION, TX 78572

Ship To:
 Julio De Leon
 1200 EAST 8TH ST
 MISSION, TX 78572

Line	Item	Description	Qty	Retail	Your Price	Ext Total
15.2	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	6			
15.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	6		4.99	29.94
15.4	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	6			
16	SH885 MDNV 20 REG	MENS TEX TROP2 SS ZIP SHIRTS	6		62.67	376.02
16.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	6		4.99	29.94
16.2	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	6			
16.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	6		4.99	29.94
16.4	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	6			
17	SH885 MDNV 22 REG	MENS TEX TROP2 SS ZIP SHIRTS	4		62.67	250.68
17.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		4.99	19.96
17.2	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	4			
17.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		4.99	19.96
17.4	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	4			
18	SH885 MDNV 24 REG	MENS TEX TROP2 SS ZIP SHIRTS	4		62.67	250.68
18.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		4.99	19.96
18.2	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	4			
18.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		4.99	19.96

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Line	Item	Description	Qty	Retail	Your Price	Ext Total
18.4	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	4			
19	SH886 DKNV 28	WOMENS TEXTROP2 ZIP FRONT SS SHIRT	4		62.67	250.68
19.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		4.99	19.96
19.2	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	4			
19.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		4.99	19.96
19.4	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	4			
20	SH886 DKNV 30	WOMENS TEXTROP2 ZIP FRONT SS SHIRT	4		62.67	250.68
20.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		4.99	19.96
20.2	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	4			
20.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		4.99	19.96
20.4	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	4			
21	SH886 DKNV 32	WOMENS TEXTROP2 ZIP FRONT SS SHIRT	12		62.67	752.04
21.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	12		4.99	59.88
21.2	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	12			
21.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	12		4.99	59.88
21.4	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	12			
22	SH886 DKNV 34	WOMENS TEXTROP2 ZIP FRONT SS SHIRT	12		62.67	752.04
22.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	12		4.99	59.88

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Line	Item	Description	Qty	Retail	Your Price	Ext Total
22.2	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	12			
22.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	12		4.99	59.88
22.4	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	12			
23	SH886 DKNV 36	WOMENS TEXTROP2 ZIP FRONT SS SHIRT	12		62.67	752.04
23.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	12		4.99	59.88
23.2	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	12			
23.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	12		4.99	59.88
23.4	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	12			
24	SH886 DKNV 38	WOMENS TEXTROP2 ZIP FRONT SS SHIRT	12		62.67	752.04
24.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	12		4.99	59.88
24.2	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	12			
24.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	12		4.99	59.88
24.4	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	12			
25	SH886 DKNV 40	WOMENS TEXTROP2 ZIP FRONT SS SHIRT	12		62.67	752.04
25.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	12		4.99	59.88
25.2	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT	12			
25.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	12		4.99	59.88

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Line	Item	Description	Qty	Retail	Your Price	Ext Total
25.4	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR	12			
		PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT				
26	SH886 DKNV 42	WOMENS TEXTROP2 ZIP FRONT SS SHIRT	12		62.67	752.04
26.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	12		4.99	59.88
26.2	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR	12			
		PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT				
26.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	12		4.99	59.88
26.4	YG4937	AC1000945580 MISSION POLICE DEPT SHLDR	12			
		PATCH RBT/BLK/RED/GRN/GLD/LTBLU/WHT				
27	TU610 DKNV 30 OB	MENS TEX TROP2 UNIFORM TROUSERS	2		69.02	138.04
27.1	STR01	VAS ITEM SINGLE STRIPING	2		18.00	36.00
27.2	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	2			
28	TU610 DKNV 30 OB	MENS TEX TROP2 UNIFORM TROUSERS	18		69.02	1,242.36
28.1	HEM01	HEMMING	18		4.99	89.82
28.2	STR01	VAS ITEM SINGLE STRIPING	18		18.00	324.00
28.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	18			
29	TU610 DKNV 32 OB	MENS TEX TROP2 UNIFORM TROUSERS	10		69.02	690.20
29.1	HEM01	HEMMING	10		4.99	49.90
29.2	STR01	VAS ITEM SINGLE STRIPING	10		18.00	180.00
29.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	10			
30	TU610 DKNV 32 OB	MENS TEX TROP2 UNIFORM TROUSERS	5		69.02	345.10
30.1	HEM01	HEMMING	5		4.99	24.95
30.2	STR01	VAS ITEM SINGLE STRIPING	5		18.00	90.00
30.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	5			
31	TU610 DKNV 32 OB	MENS TEX TROP2 UNIFORM TROUSERS	5		69.02	345.10

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Line	Item	Description	Qty	Retail	Your Price	Ext Total
31.1	STR01	VAS ITEM SINGLE STRIPING	5		18.00	90.00
31.2	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	5			
32	TU610 DKNV 34 OB	MENS TEX TROP2 UNIFORM TROUSERS	10		69.02	690.20
32.1	HEM01	HEMMING	10		4.99	49.90
32.2	STR01	VAS ITEM SINGLE STRIPING	10		18.00	180.00
32.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	10			
33	TU610 DKNV 34 OB	MENS TEX TROP2 UNIFORM TROUSERS	5		69.02	345.10
33.1	HEM01	HEMMING	5		4.99	24.95
33.2	STR01	VAS ITEM SINGLE STRIPING	5		18.00	90.00
33.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	5			
34	TU610 DKNV 34 OB	MENS TEX TROP2 UNIFORM TROUSERS	5		69.02	345.10
34.1	STR01	VAS ITEM SINGLE STRIPING	5		18.00	90.00
34.2	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	5			
35	TU610 DKNV 36 OB	MENS TEX TROP2 UNIFORM TROUSERS	10		69.02	690.20
35.1	HEM01	HEMMING	10		4.99	49.90
35.2	STR01	VAS ITEM SINGLE STRIPING	10		18.00	180.00
35.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	10			
36	TU610 DKNV 36 OB	MENS TEX TROP2 UNIFORM TROUSERS	5		69.02	345.10
36.1	HEM01	HEMMING	5		4.99	24.95
36.2	STR01	VAS ITEM SINGLE STRIPING	5		18.00	90.00
36.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	5			
37	TU610 DKNV 36 OB	MENS TEX TROP2 UNIFORM TROUSERS	5		69.02	345.10
37.1	STR01	VAS ITEM SINGLE STRIPING	5		18.00	90.00
37.2	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	5			
38	TU610 DKNV 38 OB	MENS TEX TROP2 UNIFORM TROUSERS	16		69.02	1,104.32

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Line	Item	Description	Qty	Retail	Your Price	Ext Total
38.1	HEM01	HEMMING	16		4.99	79.84
38.2	STR01	VAS ITEM SINGLE STRIPING	16		18.00	288.00
38.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	16			
39	TU610 DKNV 38 OB	MENS TEX TROP2 UNIFORM TROUSERS	4		69.02	276.08
39.1	HEM01	HEMMING	4		4.99	19.96
39.2	STR01	VAS ITEM SINGLE STRIPING	4		18.00	72.00
39.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	4			
40	TU610 DKNV 38 OB	MENS TEX TROP2 UNIFORM TROUSERS	2		69.02	138.04
40.1	STR01	VAS ITEM SINGLE STRIPING	2		18.00	36.00
40.2	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	2			
41	TU610 DKNV 40 OB	MENS TEX TROP2 UNIFORM TROUSERS	4		69.02	276.08
41.1	HEM01	HEMMING	4		4.99	19.96
41.2	STR01	VAS ITEM SINGLE STRIPING	4		18.00	72.00
41.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	4			
42	TU610 DKNV 40 OB	MENS TEX TROP2 UNIFORM TROUSERS	2		69.02	138.04
42.1	HEM01	HEMMING	2		4.99	9.98
42.2	STR01	VAS ITEM SINGLE STRIPING	2		18.00	36.00
42.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	2			
43	TU610 DKNV 40 OB	MENS TEX TROP2 UNIFORM TROUSERS	2		69.02	138.04
43.1	STR01	VAS ITEM SINGLE STRIPING	2		18.00	36.00
43.2	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	2			
44	TU610 DKNV 42 OB	MENS TEX TROP2 UNIFORM TROUSERS	10		69.02	690.20
44.1	HEM01	HEMMING	10		4.99	49.90
44.2	STR01	VAS ITEM SINGLE STRIPING	10		18.00	180.00
44.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	10			

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Line	Item	Description	Qty	Retail	Your Price	Ext Total
45	TU610 DKNV 42 OB	MENS TEX TROP2 UNIFORM TROUSERS	4		69.02	276.08
45.1	HEM01	HEMMING	4		4.99	19.96
45.2	STR01	VAS ITEM SINGLE STRIPING	4		18.00	72.00
45.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	4			
46	TU610 DKNV 42 OB	MENS TEX TROP2 UNIFORM TROUSERS	2		69.02	138.04
46.1	STR01	VAS ITEM SINGLE STRIPING	2		18.00	36.00
46.2	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	2			
47	TU610 DKNV 44 OB	MENS TEX TROP2 UNIFORM TROUSERS	4		69.02	276.08
47.1	HEM01	HEMMING	4		4.99	19.96
47.2	STR01	VAS ITEM SINGLE STRIPING	4		18.00	72.00
47.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	4			
48	TU610 DKNV 44 OB	MENS TEX TROP2 UNIFORM TROUSERS	2		69.02	138.04
48.1	HEM01	HEMMING	2		4.99	9.98
48.2	STR01	VAS ITEM SINGLE STRIPING	2		18.00	36.00
48.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	2			
49	TU610 DKNV 44 OB	MENS TEX TROP2 UNIFORM TROUSERS	2		69.02	138.04
49.1	STR01	VAS ITEM SINGLE STRIPING	2		18.00	36.00
49.2	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	2			
50	TU610 DKNV 46 OB	MENS TEX TROP2 UNIFORM TROUSERS	4		69.02	276.08
50.1	HEM01	HEMMING	4		4.99	19.96
50.2	STR01	VAS ITEM SINGLE STRIPING	4		18.00	72.00
50.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	4			
51	TU610 DKNV 46 OB	MENS TEX TROP2 UNIFORM TROUSERS	2		69.02	138.04
51.1	HEM01	HEMMING	2		4.99	9.98
51.2	STR01	VAS ITEM SINGLE STRIPING	2		18.00	36.00

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Line	Item	Description	Qty	Retail	Your Price	Ext Total
51.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	2			
52	TU610 DKNV 46 OB	MENS TEX TROP2 UNIFORM TROUSERS	2		69.02	138.04
52.1	STR01	VAS ITEM SINGLE STRIPING	2		18.00	36.00
52.2	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	2			
53	TU610 DKNV 48 OB	MENS TEX TROP2 UNIFORM TROUSERS	4		69.02	276.08
53.1	HEM01	HEMMING	4		4.99	19.96
53.2	STR01	VAS ITEM SINGLE STRIPING	4		18.00	72.00
53.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	4			
54	TU610 DKNV 48 OB	MENS TEX TROP2 UNIFORM TROUSERS	2		69.02	138.04
54.1	HEM01	HEMMING	2		4.99	9.98
54.2	STR01	VAS ITEM SINGLE STRIPING	2		18.00	36.00
54.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	2			
55	TU610 DKNV 48 OB	MENS TEX TROP2 UNIFORM TROUSERS	2		69.02	138.04
55.1	STR01	VAS ITEM SINGLE STRIPING	2		18.00	36.00
55.2	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	2			
56	TU610 DKNV 50 OB	MENS TEX TROP2 UNIFORM TROUSERS	4		69.02	276.08
56.1	HEM01	HEMMING	4		4.99	19.96
56.2	STR01	VAS ITEM SINGLE STRIPING	4		18.00	72.00
56.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	4			
57	TU611 DKNV 06 OB	WOMENS TEXTROP2 4 POCKET TROUSERS	4		61.99	247.96
57.1	HEM01	HEMMING	4		4.99	19.96
57.2	STR01	VAS ITEM SINGLE STRIPING	4		18.00	72.00
57.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	4			
58	TU611 DKNV 06 OB	WOMENS TEXTROP2 4 POCKET TROUSERS	2		61.99	123.98
58.1	STR01	VAS ITEM SINGLE STRIPING	2		18.00	36.00

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Line	Item	Description	Qty	Retail	Your Price	Ext Total
58.2	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	2			
59	TU611 DKNV 08 OB	WOMENS TEXTROP2 4 POCKET TROUSERS	4		61.99	247.96
59.1	HEM01	HEMMING	4		4.99	19.96
59.2	STR01	VAS ITEM SINGLE STRIPING	4		18.00	72.00
59.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	4			
60	TU611 DKNV 08 OB	WOMENS TEXTROP2 4 POCKET TROUSERS	2		61.99	123.98
60.1	STR01	VAS ITEM SINGLE STRIPING	2		18.00	36.00
60.2	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	2			
61	TU611 DKNV 10 OB	WOMENS TEXTROP2 4 POCKET TROUSERS	4		70.74	282.96
61.1	HEM01	HEMMING	4		4.99	19.96
61.2	STR01	VAS ITEM SINGLE STRIPING	4		18.00	72.00
61.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	4			
62	TU611 DKNV 10 OB	WOMENS TEXTROP2 4 POCKET TROUSERS	2		70.74	141.48
62.1	STR01	VAS ITEM SINGLE STRIPING	2		18.00	36.00
62.2	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	2			
63	TU611 DKNV 12 OB	WOMENS TEXTROP2 4 POCKET TROUSERS	4		70.74	282.96
63.1	HEM01	HEMMING	4		4.99	19.96
63.2	STR01	VAS ITEM SINGLE STRIPING	4		18.00	72.00
63.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	4			
64	TU611 DKNV 12 OB	WOMENS TEXTROP2 4 POCKET TROUSERS	2		70.74	141.48
64.1	STR01	VAS ITEM SINGLE STRIPING	2		18.00	36.00
64.2	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	2			
65	TU611 DKNV 14 OB	WOMENS TEXTROP2 4 POCKET TROUSERS	4		70.74	282.96
65.1	HEM01	HEMMING	4		4.99	19.96
65.2	STR01	VAS ITEM SINGLE STRIPING	4		18.00	72.00

Quote

Customer: (1000945580) MISSION POLICE DEPT
 Date: 09/30/2025
 Sales Rep: MEGAN WILLIAMS

Page 14 of 14
 Quote Number: 31068
 Quote Expiration: 10/30/2025

Sold To:
 MISSION POLICE DEPT
 ACCOUNTS PAYABLE
 1201 EAST 8TH ST
 MISSION, TX 78572

Ship To:
 Julio De Leon
 1200 EAST 8TH ST
 MISSION, TX 78572

Line	Item	Description	Qty	Retail	Your Price	Ext Total
65.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	4			
66	TU611 DKNV 14 OB	WOMENS TEXTROP2 4 POCKET TROUSERS	2		70.74	141.48
66.1	STR01	VAS ITEM SINGLE STRIPING	2		18.00	36.00
66.2	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	2			
67	TU611 DKNV 16 OB	WOMENS TEXTROP2 4 POCKET TROUSERS	4		70.74	282.96
67.1	HEM01	HEMMING	4		4.99	19.96
67.2	STR01	VAS ITEM SINGLE STRIPING	4		18.00	72.00
67.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	4			
68	TU611 DKNV 16 OB	WOMENS TEXTROP2 4 POCKET TROUSERS	2		70.74	141.48
68.1	STR01	VAS ITEM SINGLE STRIPING	2		18.00	36.00
68.2	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	2			
69	TU611 DKNV 18 OB	WOMENS TEXTROP2 4 POCKET TROUSERS	4		70.74	282.96
69.1	HEM01	HEMMING	4		4.99	19.96
69.2	STR01	VAS ITEM SINGLE STRIPING	4		18.00	72.00
69.3	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	4			
70	TU611 DKNV 18 OB	WOMENS TEXTROP2 4 POCKET TROUSERS	2		70.74	141.48
70.1	STR01	VAS ITEM SINGLE STRIPING	2		18.00	36.00
70.2	UX344 NAV RED	1/2 & 3/4 IN PIGGY BACK STRIPING	2			
		BUYBOARD 773-25				

This quotation is valid for thirty (30) days from the date of issuance. Pricing is subject to adjustment at any time prior to acceptance in the event of material cost increases, including but not limited to new or revised tariffs or other external economic factors beyond the control of Galls, LLC.

SUBTOTAL: 37,514.88
 SHIPPING: 180.00
 TAX....:
 TOTAL....: 37,694.88

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
 Lexington, KY 40505
 Tel: 800-876-4242 Fax:877-914-2557

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a \$25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

*Designates this item is on the Galls GSA Contract (47QSWA21D008H) all other items are OPEN MARKET.



Vendor Contract Information Summary

Item 29.

Vendor	Galls, LLC
Contact	Justin Penman
Phone	859-963-7943
Email	cooperative@galls.com
Vendor Website	www.galls.com
TIN	20-3545989
Address Line 1	1340 Russell Cave Road
Vendor City	Lexington
Vendor Zip	40505
Vendor State	KY
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Uniforms and Accessories
Contract No.	773-25
Effective	07/01/2025
Expiration	06/30/2028
Accepts RFQs	Yes



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025

PRESENTED BY: Jesse Mares, Facilities Director

AGENDA ITEM: Authorization is requested to purchase janitorial supplies and equipment from Gulf Coast Paper Company for the 2025–2026 fiscal year, utilizing BuyBoard Contract #747-24 - Mares

NATURE OF REQUEST:

Authorization is requested to purchase janitorial supplies and equipment from Gulf Coast Paper Company for the 2025–2026 fiscal year, utilizing BuyBoard Contract #747-24. These supplies will be used by various departments across the City to properly upkeep and maintain their facilities.

As purchases with this vendor are expected to exceed the \$25,000 threshold established in the City's Purchasing Policy, City Council approval is required.

BUGETED: Yes **FUND:** General Fund **ACCT. #:** 01-415-64230

BUDGET: \$60,000 **EST. COST:** _____ **CURRENT BUDGET BALANCE:** \$60,000

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *JP7*

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____



(a division of Imperial Dade)

ACKNOWLEDGEMENT

Page 1

Item 30.

635 Billy Mitchell Blvd.
Brownsville, Texas 78521

(956) 541-2281

Sold To:

CITY OF MISSION
ATT: ACCTS PAYABLE
1201 E. 8TH STREET
MISSION TX 78572

Ship To:

CITY OF MISSION
609 N. CANAL AVE.
MISSION TX 78572

Date

09/30/25

Time

14:31:08

Customer PO:QUOTE

Req Req Ship: 10/01/2

** QUOTATION **

Co/Cust No Order No
01/0004115701 4H3A0/00

Sls Rep Ship Via
00470 OUR TRUCK

Ref#

Terms: NET 30 DAYS

Item Number/Description	U/M	Ordered	Shipped	B/O	Price / Total
VBMF95W	CS	10	0	10	28.16000 CS
421791 VB MULTIFOLD TOWEL WHT					281.60
16/250					
VBRT350K	CS	10	0	10	27.17000 CS
1063 VB ROLL TOWEL NAT 350FT					271.70
7.875INX350FT 12/CS					
VBBT5431	CS	10	0	10	46.12000 CS
421792 VB TISSUE TOILET 2PLY					461.20
4.0x3.1 96/500					
VBJT2100	CS	10	0	10	34.75000 CS
421010 VB TISSUE 2PLY JRT JR					347.50
3.3X1000FT 12/CS					
3761	DZ	10	0	10	62.88000 DZ
3761 16 OZ RAYON CUT END 1NH					628.80
CLAMP MOP HEAD 12/CS					
3763	DZ	10	0	10	89.99000 DZ
3763 24 OZ RAYON CUT END 1NH					899.90
CLAMP MOP HEAD 12/CS					
R2433N8	CS	10	0	10	31.67000 CS
KR 52022 VB 24X33 NATURAL LINER					316.70
HDPE 8MIC 12-16 GL 1M/CS					
R3340N16	CS	10	0	10	22.58000 CS
KR 52535 VB 33X40 NATURAL LINER					225.80
HDPE 16MIC 20-30 GL 250/CS					
R3860N16	CS	10	0	10	31.43000 CS
KR 52521 VB 38X60 CLEAR LINER					314.30
HDPE 16MIC 55 GL 200/CS					
LYSOLCL	CS	10	0	10	136.72000 CS
RAC74828CT LYSOL CRISP LINEN					1,367.20
SCENT DISINFECTANT SPRAY 12/19					
SD20AERO	CS	10	0	10	46.54000 CS
6520 SD-20 A/P AERO FOAM CLNR					465.40
12/18					
NABC	CS	10	0	10	28.86000 CS
7116 NABC NON-ACID BOWL CLNR					288.60
12/32					
6BLCH1	CS	10	0	10	21.56000 CS

This Quotation Expires 10/30/25

* CONTINUED *

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ACKNOWLEDGEMENT

Page 2

Item 30.

635 Billy Mitchell Blvd.
Brownsville, Texas 78521

(956) 541-2281

Sold To:

CITY OF MISSION
ATT: ACCTS PAYABLE
1201 E. 8TH STREET
MISSION TX 78572

Ship To:

CITY OF MISSION
609 N. CANAL AVE.
MISSION TX 78572

Date

09/30/25

Time

14:31:08

Customer PO:QUOTE

Req Req Ship: 10/01/2

** QUOTATION **

Co/Cust No 01/0004115701
Order No 4H3A0/00

Sls Rep 00470
Ship Via OUR TRUCK

Ref#

Terms: NET 30 DAYS

Item Number/Description	U/M	Ordered	Shipped	B/O	Price / Total
11008635042 PURE BRIGHT BLEACH, 6% HSB 6/128 OZ (1-gl)					215.60
102904	CS	10	0	10	84.23000 CS
102904 HALT 5 DISINFECTANT CLEANER 4/1GL					842.30
LFP1	CS	10	0	10	61.23000 CS
3151 L/F PEARLUX HAND/BODY 4/1 GL					612.30
LFP1	CS	10	0	10	61.23000 CS
3151 L/F PEARLUX HAND/BODY 4/1 GL					612.30
PAL928	CS	10	0	10	34.63000 CS
CPCUS06022A PALMOLIVE DISHWASH DETERGENT 9/28OZ					346.30
CFLD1	CS	10	0	10	72.59000 CS
7003 CF LAUNDRY DETERGENT 4/1 GL					725.90
CFW75	CS	10	0	10	42.69000 CS
15949 CLOROX FRESH WIPES 6/75					426.90
VBUB5302B	BX	10	0	10	29.96000 BX
VB BOWL CLIP CUCUMBER MELON 30 DAYS DEODORIZING 12/BX					299.60
VBUB6702B	BX	10	0	10	25.69000 BX
VB URINAL SCREEN CUCUMBER MELON 30 DAYS DEODORIZER 10/BX					256.90
74	CS	10	0	10	42.09000 CS
74 3M GREEN/YELLOW SCRUB SPONGE 6.1X3.6 20/CS					420.90
63	CS	10	0	10	43.98000 CS
63 (61500110368) LT DUTY SCRUB SPONGE 6.1X3.6X 0.7 20/CS					439.80
BLOCAID	CS	10	0	10	38.77000 CS
7380 BLOC-AID NON-ACID DRAIN 12/32 OZ					387.70
1065	EA	10	0	10	4.69000 EA
1065 TOILET PLUNGER 24/CS					46.90
VB20RBFP	CS	10	0	10	13.29000 CS

This Quotation Expires 10/30/25

* CONTINUED *

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(a division of Imperial Dade)

ACKNOWLEDGEMENT

Page 3

Item 30.

635 Billy Mitchell Blvd.
Brownsville, Texas 78521

(956) 541-2281

Sold To:

CITY OF MISSION
ATT: ACCTS PAYABLE
1201 E. 8TH STREET
MISSION TX 78572

Ship To:

CITY OF MISSION
609 N. CANAL AVE.
MISSION TX 78572

Date

09/30/25

Time

14:31:08

Customer PO:QUOTE

Req Req Ship: 10/01/2

** QUOTATION **

Co/Cust No Order No
01/0004115701 4H3A0/00

Sls Rep Ship Via
00470 OUR TRUCK

Ref#

Terms: NET 30 DAYS

Item Number/Description	U/M	Ordered	Shipped	B/O	Price / Total
5100PLG VB 20" RED BUFFING PAD					132.90
5/CS (7000029761)					
775302	CS	10	0	10	80.40000 CS
7753-02 PURELL ES8 HEALTHCARE					804.00
ADV HAND SANITIZ FOAM 2/1200ML					

CALL BEFORE DELIVERIES

*

***** BUY BOARD# 747-24

*

Subtotal 12,439.00

Sales Tax

Order Total 12,439.00

Deposit

Amt Due 12,439.00

Total Line Items 27 This Quotation Expires 10/30/25

* COMPLETE *

222

GULF COAST PAPER COMPANY

PAPER, PAPER PRODUCTS, SANITARY & INDUSTRIAL SUPPLIES

635 Billy Mitchell Blvd.
Brownsville, Texas 78521
Phone (956) 541-2281
Fax (956) 541-6917

October 01, 2025

City of Mission
1201 E. 8th St.
Mission, TX 78572

Gulf Coast Paper Company is a valid Texas Buyboard supplier and the City of Mission are also current, valid Buyboard members. The current Buyboard contract# is 747-24 through September 30, 2026. As of October 1st, the contract number will remain 747-24 with one more possible renewal. The City of Mission buys approximately \$53,000 worth of merchandise from Gulf Coast Paper Co., Inc. each year. We are a full line Janitorial supply source but are not limited to that. As our slogan indicates, "More than Just Paper," we also sell office supplies and floor equipment. We offer next day delivery on most items. We have cultivated a good business relationship with the City of Mission and appreciate your patronage. We look forward to continue servicing your city's needs.

Thank you,

Ronald de Leon
Sales Representative
Ron Deleon
956-638-6386



Vendor Contract Information Summary

Item 30.

Vendor	Imperial Bag & Paper Co LLC dba Imperial Dade (formerly Gulf Coast Paper)
Contact	ANNA LANDA
Phone	361-852-5252
Phone Extension	518
Email	ANNA.LANDA@IMPERIALDADE.COM
Vendor Website	WWW.IMPERIALDADE.COM
TIN	20-5963953
Address Line 1	1101 South Padre Island Drive
Vendor City	Corpus Christi
Vendor Zip	78416
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	NET 30 DAYS
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Company Truck
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	No
No Israel Boycott	No
MWBE	No
ESCs	1, 2, 3, 4, 5, 6, 10, 11, 12, 13, 20
States	Texas
Contract Name	Custodial Supplies and Equipment
Contract No.	747-24
Effective	10/01/2024
Expiration	09/30/2027
Accepts RFQs	Yes



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025
PRESENTED BY: Jesse Mares, Facility Maintenance Supervisor
AGENDA ITEM: Authorization to Solicit Bids for Pest Control Services for the City of Mission Buildings - Mares

NATURE OF REQUEST:

Staff is seeking authorization to solicit bids for Pest Control Services as needed for the City of Mission Buildings. This service is necessary to ensure proper upkeep, safety, and maintenance of City facilities.

BUGETED: Yes **FUND:** General **ACCT. #:** 01-415-44610

BUDGET: \$170,000 **EST. COST:** _____ **CURRENT BUDGET BALANCE:** \$170,000

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation Approval *JP7*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____

**City Of Mission
Scope of Services
Bid Name/No.: "Pest Control Services"**

I. Scope of Work: The City of Mission is accepting bids for Pest Control Services for buildings throughout the city.

II. Scope of Service: The following scope of service describes pest control services or equivalent to service the City facilities listed. The City reserves the right to add or delete any location indicated in this bid during the contract period without penalty. Treatment time shall be coordinated with each building owner or City department. Some weekend work may be scheduled. The City shall not be responsible for overtime costs. Bid prices shall apply to all work regardless of when performed.

a. Pest Control

- i. Includes but is not limited to the control of roaches, ants, silverfish, spiders, fleas, ticks, and miscellaneous crawling insects.
- ii. All work will be performed in a safe manner and in accordance with the most modern and effective scientific pest control procedures.
- iii. Areas in each building will include, but not limited to, the following: all public areas, food preparation areas and serving areas, all restrooms, office areas, corridors in private office areas, and stairways.
- iv. All material shall be used with all due precaution to prevent the possibility of accident to humans, and the contamination of clothing, furnishing, equipment, cooking utensils and foodstuffs.
- v. All materials shall be used in such a manner as to prevent damage to floors, walls and equipment.
- vi. The contractor shall provide an appropriate level of service necessary to keep buildings free of pests. Follow-up treatments shall be made within 24 hours of a request by an authorized City representative (unless otherwise coordinated with the requestor). There will be no charges for follow-up treatment.
- vii. All services, regular and special, shall be rendered at such times as to not interfere with employees and other persons in the performance of their duties. Hours may vary.
- viii. All pest control work shall be performed by trained personnel having the required certificates and/or licenses required for the work they are performing.

b. Frequency and Time of Service

- i. Service shall be performed on a quarterly basis at all listed buildings except the Animal Shelter (every other week), the CWV North Building-Food Pantry (Every other Month) and the Mission Event Center-Kitchen only (Once a month). Please quote additional costs, if any, for additional service as required between regularly scheduled services.
- ii. The Contractor shall perform pest control services as scheduled, on call, or as directed.
- iii. Should the City add or delete a building from the regular quarterly service contract, the quarterly billing will be adjusted accordingly. In the event of a deletion the quarterly billing will be lowered by the quoted amount for that building. In the event of an addition, the quarterly billing will be adjusted by an amount agreed to by the City and the contractor.

c. Service Reports

- i. The service technician will report to the Facility Maintenance Department upon his/her arrival and pick up any specific service requests. A written report must be supplied for each service visit. The report will be left at the Facility Maintenance office, 609 Canal Ave. Mission, Texas, 78572. The report should include areas of service, infested areas (if any), type of infestation, and procedures needed to control any noted infestation. The report must be signed by designated contact person.
- ii. Although services under the contract shall normally be performed during normal working hours, Monday through Friday, 7:30 A.M. to 5:00 P.M., the Contractor receiving the Award will be on call twenty-four (24) hours a day in case of emergency and after hour services. Upon award, the Contractor shall provide the Facility Maintenance Department with the telephone number(s) of the person or persons to be called in case of an emergency.

d. Service – Pest Control

- i. Contractor will be responsible to call the proper personnel at each location one week prior to spraying to schedule a date and time to spray. The Contractor must post the Company's intention to administer Pest Control forty-eight (48) hours in advance of administration of such on the front doors of the facility.
- ii. Contractor is responsible to have City personnel accompany them each time they come to spray and notify Facility Maintenance (956-766-3242) of any problems at the listed locations.

- iii. The Contractor will sign in at the Facility Maintenance office before beginning Pest Control Treatment and sign out upon completion.
 - iv. Contractor must provide a copy of each individual's applicators license.
 - v. Contractor is responsible to obtain a proper signature from a City employee upon completion of pest control service.
 - vi. The Contractor shall store and protect his materials and equipment in accordance with the manufacturer's recommendations.
 - vii. In the event of any damage done to any of the listed City buildings caused by Contractor the Contractor shall immediately make all repairs and/or replacements necessary to the approval of the City of Mission, at no additional cost to the City.
 - viii. The Contractor must leave the work area free of any debris.
 - ix. Upon completion of work, the Contractor shall clear the job site of any and all debris at appropriate off-site locations. At no time shall the Contractor use the waste receptacles of the City for disposal.
 - x. The Contractor must complete the work assigned in a neat and orderly manner, in accordance with industry standards and/or required code.
 - xi. The Contractor shall commence all work upon receipt of a purchase order or release order.
- e. Service – Rodent Control**
- i. Contractor shall place one (1) Rat/Mouse Bait Station or one (1) Black Box Rat/Mouse Trap outside of City Hall and outside of the Animal Shelter.
 - ii. Contractor shall service the Rat/Mouse Bait Station on a monthly basis for the duration of the contract.
 - iii. The Rat/Mouse Bait Stations must be of the type where cats cannot get in.
 - iv. The Rat/Mouse Bait Station should be the type that traps the mouse inside.
- f. Scope of Service**
- i. The contractor shall service the outside perimeter of the buildings.
 - ii. Whatever applies to the interior would apply to the exterior.

BUILDINGS	ADDRESS	SQUARE FEET
City Hall	1201 E. 8th St.	30,140
Police/Municipal Court	1200 E. 8th St.	78,200
Speer Memorial Library	801 E. 12th St.	45,885
Mission Boys & Girls Club	209 W. 18th St.	21,500
Parks & Recreation Center	721 N. Bryan Rd.	20,900
CWV Gymnasium	115 S. Mayberry	12,455
Bannworth Pool (Natatorium)	1822 N. Shary Rd.	18,266
Bannworth Gymnasium	1822 N. Shary Rd.	12,455
Central Fire Station	415 W. Tom Landry	12,462
Fire station #2	200 W. 1st. St.	4,680
Fire station (#3)	1804 N. Shary Rd.	6,160
Fire station #4	3408 N. Inspiration	6,838
Fire station #5	4500 S. Glasscock	6,326
Police Substation	4500 S. Glasscock	5,939
Shary Golf Course Clubhouse	2201 N. Mayberry	14,100
Museum	900 Doherty	6,900
Museum Annex	200 E. Tom Landry	4,900
Public Works Facility	2801 N. Holland	17,052
Waste Water Treatment Plant	914 South Conway	10,937
South Water Plant	514 Perkins	7,766
Animal Shelter (Outdoor Only)	227 Abelino Farias	1,260
Animal Shelter	227 Abelino Farias	1,500
North Water Treatment Plant	2801 N. Holland	5,336

Mission Community Center	1420 E. Kika De La Garza	9,500
Mission Event Center (Including Kitchen)	200 N. Shary Rd.	42,644
Mission Event Center (Kitchen Only)	200 N. Shary Rd.	1,241
CEED Building	801 N. Bryan Rd.	54,650
Fleet Building	609 S. Canal St.	1,000
City Hall Annex Building	1301 E. 8th St.	6,500
Upper Valley Art League	921 E. 12th St.	7,400
CWV North Building (Food Pantry)	115 S. Mayberry	4,900
North Water Treatment Lab	2801 N. Holland	3,000
Safe Haven Home - Rankin	919 Rankin	838
Safe Haven Home - Dunlap	523 Dunlap	1,100
Golf Starter Shack	2201 N. Mayberry	800
Sanitation Building	105 Abelino Farias	626
Health Building	121 E. Tom Landry	6,174
Sub Station #6	3000 W. Military Hwy	16,588
Texas Citrus Fiesta Building	220 E. 9 th St	8,000
RGV State Veteran's Cemetery Office	2520 S. Inspiration Rd.	3,195
RGV State Veteran's Cemetery Maintenance Bldg	2520 S. Inspiration Rd.	2,047



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025

PRESENTED BY: Abram Ramirez, Information Technology Director

AGENDA ITEM: Approval of Annual Maintenance Renewal of Enforcement Mobile from Tyler Technologies for Fiscal Year 2025-2026, a sole source vendor, at a cost of \$45,707.38 - Ramirez

NATURE OF REQUEST:

Approval of the yearly 2025-2026 maintenance renewal of Enforcement Mobile from Tyler Technologies, a sole source vendor, at a cost of \$45,707.38.

The City of Mission's Police Department and municipal court utilize Tyler Technologies Enforcement Mobile providing officers electronic citation solution. From data capture, to processing, to transmittal, straight into municipal court and records system.

As the purchase exceeds the \$25,000 threshold established in the City's Purchasing Policy, City Council approval is required.

BUDGETED: Yes **FUND:** General **ACCT.#:** 01-430-44640

BUDGET: \$50,000 **EST.COST:** \$45,707.38 **CURRENT BUDGE BALANCE:** \$50,000

BID AMOUNT \$45,707.38

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Item 32.

Invoice No
130-159705

Date
10/01/2025

1 of 2

Questions:

Tyler Technologies - Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com



Bill To: MISSION POLICE DEPARTMENT
ATTN: ABRAM RAMIREZ
1200 EAST 8TH STREET
MISSION, TX 78572

Ship To: MISSION POLICE DEPARTMENT
ATTN: ABRAM RAMIREZ
1200 EAST 8TH STREET
MISSION, TX 78572

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43895 - 12866 - 12866	39952		USD	NET30	10/31/2025

Contract Date	Description	Units	Rate	Extended Price
Contract No.: Mission, City of				
01/Apr/2015	Brazos Software Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	23	369.92	8,508.16
01/Apr/2015	Incode Interface Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
29/May/2015	Brazos Software Maintenance - Addl Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	5	184.95	924.75
28/Jul/2015	Brazos eCrash Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	28	281.81	7,890.68
25/Feb/2020	eCitation - Brazos Rapid Extension Framework - PDA Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,096.71	1,096.71
25/Feb/2020	Brazos Software Maintenance - Brazos Crash Report Software (w/Drawing Tool) Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,150.75	1,150.75
25/Feb/2020	Server Hosting Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	747.93	747.93
17/Dec/2020	Brazos Hosting Fee Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	275.10	275.10
17/Dec/2020	Crash Report Software (w/Drawing Tool) - SaaS Fee Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	4	293.53	1,174.12
17/Dec/2020	REF License - PDA Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	825.30	825.30
10/Feb/2021	Brazos REF License - PDA -Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	5	200.31	1,001.55
10/Feb/2021	Brazos Hosting Fee Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	5	333.86	1,669.30
10/Feb/2021	Crash Report Software (w/Drawing Tool) - Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	5	284.97	1,424.85
03/May/2022	REF License- PDA Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	5	185.22	926.10
03/May/2022	Crash Report Software (w/ drawing tool) Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	5	289.41	1,447.05
03/May/2022	Hosting Fee Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	308.70	308.70
22/Jul/2024	REF License - Android Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	10	472.50	4,725.00
22/Jul/2024	Crash Report Software (w/Drawing Tool)	10	210.00	2,100.00

230

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Item 32.

Invoice No

130-159705

Date

10/01/2025

2 of 2

Questions:

Tyler Technologies - Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com

Bill To: MISSION POLICE DEPARTMENT
ATTN: ABRAM RAMIREZ
1200 EAST 8TH STREET
MISSION, TX 78572

Ship To: MISSION POLICE DEPARTMENT
ATTN: ABRAM RAMIREZ
1200 EAST 8TH STREET
MISSION, TX 78572

Cust No.-BillTo-ShipTo

43895 - 12866 - 12866

Ord No

39952

PO Number**Currency**

USD

Terms

NET30

Due Date

10/31/2025

Contract Date	Description	Units	Rate	Extended Price
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
26/Jun/2020	eCitation - Brazos Rapid Extension Framework - PDA	4	982.51	3,930.04
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
26/Jun/2020	State Crash Report Software w/ Drawing Tool (Subscription)	1	0.00	0.00
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
26/Jun/2020	Server Hosting	1	275.10	275.10
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
30/Nov/2020	Brazos Software - PDA	1	801.27	801.27
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
30/Nov/2020	Server Hosting	1	346.98	346.98
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
30/Nov/2020	Brazos SaaS State Crash Report Software w/Drawing Tool	4	250.95	1,003.80
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
14/Apr/2021	Brazos Software - PDA (5)	5	200.31	1,001.55
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
14/Apr/2021	Server Hosting	1	333.86	333.86
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
14/Apr/2021	Crash Report Software (w/Drawing Tool)	5	305.04	1,525.20
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
30/Apr/2021	Crash Report Software (w/Drawing Tool)	1	293.53	293.53
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal

45,707.38

Sales Tax

\$0.00

Invoice Total

45,707.38

231

One Tyler Drive
Yarmouth, ME 04096

P: 800.772.2260
F: 207.781.2459

www.tylertech.com

September 18, 2025

City of Mission
Attn: Abram Ramirez, IT Director
1201 E. 8th St.
Mission, TX 78572

RE: Sole Source for Procurement

Dear Mr. Ramirez:

Please accept this letter to confirm that Tyler Technologies is the sole source of its Tyler ERP Pro (formerly Incode Financials), Municipal Justice (formerly Incode Court), Enterprise Public Safety (formerly New World Public Safety), Public Safety Pro (formerly Incode Public Safety) and Enforcement Mobile (formerly Brazos) software. Tyler is the only party authorized to implement, support and update such software.

Tyler appreciates the trust that the City of Mission has placed in our company and products, and we will continue to work diligently to ensure your complete satisfaction with our software, service and support throughout the life of this partnership.

Please do not hesitate to contact me with any questions regarding the foregoing.

Regards,



Sherry Clark
Group General Counsel
Sherry.clark@tylertech.com



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025
PRESENTED BY: Edgar Gonzalez, EIT., Deputy City Engineer
AGENDA ITEM: Authorization to Solicit for Bids for Striping/Pavement Markings and Crack Seal for the Public Works Department – Gonzalez

NATURE OF REQUEST:

Staff is seeking authorization to solicit bids for the purchase of Striping/Pavement Markings and Crack Seal for Public Works. Striping/Pavement Markings and Crack Seal are needed by the Public Works Department.

BUGETED: Yes – FY 25-26 **FUND:** General Fund - Streets **ACCT. #:** 01-440-44620

BUDGET: \$100,000 **EST. COST:** \$100,000 **CURRENT BUDGET BALANCE:** \$

BID AMOUNT: \$

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *JP7*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____



CITY OF MISSION
PUBLIC WORKS DEPARTMENT

Item 33.

SUBJECT: PROPOSED STRIPING/PAVEMENT MARKINGS AND CRACK SEAL ON AS NEEDED BASIS.

ITEM NO	DESCRIPTION	ESTIMATED QTY	UNITS	UNIT PRICE	SUBTOTAL
1	ELIMINATE EXISTING PAV MRK & MRKS (4").	4,000	LF		
2	ELIMINATE EXISTING PAV MRK & MRKS (6")	500	LF		
3	ELIMINATE EXISTING PAV MRK & MRKS (8")	500	LF		
4	ELIMINATE EXISTING PAV MRK & MRKS (12")	500	LF		
5	ELIMINATE EXISTING PAV MRK & MRKS (24")	500	LF		
6	ELIMINATE EXISTING PREFAB MRK (WORDS)	20	EA		
7	PAVEMENT SEALER 4"	40,000	LF		
8	PAVEMENT SEALER 8"	600	LF		
9	PAVEMENT SEALER 12"	300	LF		
10	PAVEMENT SEALER 24"	500	LF		
11	ELIMINATE EXISTING (SINGLE-ARROWS)	15	EA		
12	ELIMINATE EXISTING (DOUBLE-ARROWS)	10	EA		
13	REFL PAV MRK TY I (WHITE) 4" (BROKEN) (100MIL). ALL COMPLETE IN PLACE.	5,000	LF		
14	REFL PAV MRK TY I (WHITE) 4" (SOLID) (100MIL). ALL COMPLETE IN PLACE.	10,700	LF		
15	REFL PAV MRK TY I (WHITE) 8" (SOLID) (100MIL). ALL COMPLETE IN PLACE.	3,000	LF		
16	REFL PAV MRK TY I (WHITE) 12" (SOLID) (100MIL) FOR CROSSWALKS. ALL COMPLETE IN PLACE.	1,000	LF		
17	REFL PAV MRK TY I (WHITE) 24" (SOLID) (100MIL) FOR STOP BAR. ALL COMPLETE IN PLACE.	1,000	LF		
18	REFL PAV MRK TY I (YELLOW) 4" (BROKEN) (100MIL). ALL COMPLETE IN PLACE.	10,200	LF		



CITY OF MISSION
PUBLIC WORKS DEPARTMENT

Item 33.

ITEM NO	DESCRIPTION	ESTIMATED QTY	UNITS	UNIT PRICE	SUBTOTAL
19	REFL PAV MRK TY I (YELLOW) 4" (SOLID) (100MIL). ALL COMPLETE IN PLACE.	21,200	LF		
20	REFL PAV MRK TY I (YELLOW) 12" (SOLID) (100MIL) FOR DIAGONAL CROSSHATCH. ALL COMPLETE IN PLACE.	500	LF		
21	REFL PAV MRK TY I (WHITE)(100MIL) (THRU- ARROW). ALL COMPLETE IN	5	EA		
22	REFL PAV MRK TY I (WHITE)(100MIL) (LEFT- ARROW). ALL COMPLETE IN	20	EA		
23	REFL PAV MRK TY I (WHITE)(100MIL) (RIGHT-ARROW). ALL COMPLETE IN PLACE.	5	EA		
24	REFL PAV MRK TY I (WHITE)(100MIL) (THRU & LEFT-DOUBLE ARROW). ALL COMPLETE IN PLACE.	5	EA		
25	REFL PAV MRK TY I (WHITE)(100MIL) (THRU & RIGHT-DOUBLE ARROW). ALL COMPLETE IN PLACE.	3	EA		
26	REFL PAV MRK TY I (WHITE)(100MIL) (WORD-"ONLY"). ALL COMPLETE IN PLACE.	25	EA		
27	REFL PAV MRK TY I (WHITE)(100MIL) (WORD-"R X R"). ALL COMPLETE IN PLACE.	8	EA		
28	REFL PAV MRK TY I (WHITE)(100MIL) (WORD-"SCHOOL XING"). ALL COMPLETE IN PLACE.	4	EA		
29	REFL PAV MRKR TY I-C. ALL COMPLETE IN PLACE.	482	EA		
30	REFL PAV MRKR TY II-A-A. ALL COMPLETE IN PLACE.	792	EA		
31	REFL PAV MRKR TY II-B-B (FIRE HYDRANT MARK). ALL COMPLETE IN PLACE.	50	EA		
32	CLEANING, SEALING JOINTS AND CRACKS FILL(HOT POUR)	10,000	LF		



CITY OF MISSION PUBLIC WORKS DEPARTMENT

Item 33.

Estimated Quantities: Estimated Quantities are approximate and may increase or decrease dependent on availability of funds. ***Bid will be awarded on a unit price only.*** Contractor shall not expect payment on full “Estimated Quantities” unless they are used. Payment(s) will only be based on installed quantities.

Location: The City of Mission is requiring installation of PAVEMENT MARKINGS to various job sites located within the City of Mission limits ***within 48 hours of request.***

Past Performance: Contractor’s past performance shall be taken into consideration in the evaluation and award of the Bid Contract.

Traffic Control: Contractor to be responsible for any necessary traffic control required to perform the work. Contractor must follow MUTCD standards

Application Method: All Arrows, Words, Symbols, Stop Bars (24”), Crosswalks (12”), and all other striping to be done by “**Gravity Extrusion**” method.



Basic Use: Seal expansion joints, longitudinal and transverse cracks, joints between concrete and asphalt shoulders, and random cracks in both asphalt and concrete pavement.

Equipment: Heat in a double-jacketed heater using a heat transfer oil so no direct flame comes in contact with shell of the vessel containing the sealing compound. Provide a heater capable of circulating and agitating the sealant during the heating process to achieve a uniform temperature rise and maintain the desired temperature. Provide gauges to monitor the temperature of the vessel contents and avoid overheating the material. Provide a heater equipped with a gear-driven asphalt pump with adequate pressure to dispense the sealant.

Work Method: Apply material when the air or pavement temperature is within the manufacture's recommendation or as approved. Clean and seal joints and cracks that are 1/16 inch or greater in width. Fill cracks with dry sand for cracks greater than 1/2 inch or as shown on the plans. Rout joints and cracks to the configuration shown on the plans when required. Clean joints and cracks with air blast cleaning or other acceptable methods to a depth at least twice the joint or crack width. Joints and cracks must be free of moisture before sealing. Dispose of materials removed as directed or approved. Apply sealing material with a pressure nozzle. Completely fill cracks and joints. Squeegee material to no more than 3 inches wide and 1/8 inch above the pavement surface. Prevent tracking with an application of fine aggregate as directed.

Payment: The work performed and materials furnished will be paid by linear feet. This price is full compensation for routing, cleaning and sealing joints and cracks; furnishing and placing materials, and equipment, labor, tools, and incidentals.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025
PRESENTED BY: Edgar Gonzalez, EIT., Deputy City Engineer
AGENDA ITEM: Authorization to Solicit for Bids for Sealcoat Services for the Public Works Department – Gonzalez

NATURE OF REQUEST:

Staff is seeking authorization to solicit bids for the purchase of Sealcoat Services for Public Works. Sealcoat Services are needed by the Public Works Department.

BUGETED: Yes FY 25-26 **FUND:** General Fund - Streets **ACCT. #:** 01-440-44620

BUDGET: \$100,000 **EST. COST:** \$100,000 **CURRENT BUDGET BALANCE:** \$

BID AMOUNT: \$

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *JP7*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____



SUBJECT: PROPOSED SEALCOAT PAVEMENT ON AS NEEDED BASIS.

SEALCOAT STANDARDS

INSTALLATION

Surface must be clean and free from all loose material and dirt. Pavement surface repairs should be made with a suitable hot or cold asphalt mix. Cracks should be filled with hot pour or cold applied crack fillers.

Methods: Concentrate shall be applied by either pressurized spray application equipment or self-propelled squeegee equipment. Pressurized spray equipment shall be capable of spraying pavement sealer with sand added. Equipment shall have continuous agitation or mixing capabilities to maintain homogeneous consistency of pavement sealer mixture throughout the application process. Self-propelled squeegee equipment shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of sealer into bituminous pavement. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

Mixing Procedures: Shall be mixed in accordance with the following mix design (based on 100 gallons for ease of calculation):

Seal Concentrate.....100 gals.

Water.....15-25 gals.

Zetac or Top Tuff Polymer Additive.....1-2 gals.

Sand*.....300-500 lbs.

*(40-70 mesh AFS rating)

IMPORTANT

The above mix design is a typical recommendation. Alternative mix designs may be substituted to account for local pavement conditions and use of other pavement sealer additives. However, in all cases sand shall be used in the mix design.

Application: For optimum performance and durability apply two coats of properly mixed Sealcoat.

Application Rate: Apply properly mixed Sealcoat (Sealcoat, Water, Sand, Additive) at a rate of .11 to .13 gallons per square yard (70-82 square feet per gallon) per coat.

Note: Coverage rates may vary due to pavement age and porosity.

Precautions: Both surface and ambient temperature shall be a minimum of 50F. Temperature shall not drop below 50F in a 24 hour period following application. New asphalt surfaces should be



allowed to cure a minimum of four weeks under ideal weather conditions (70F) before applying Sealcoat.

SITE CONDITIONS

To be effective, fog seals need to break quickly (revert to solid asphalt) and cure completely (lose water to form a cohesive film). This should be at a rate that allows traffic to be accommodated without the binder being picked up by vehicle tires. To achieve this behavior, the film forming properties of the binder must be adequate (i.e., the binder must be able to coalesce into a continuous film prior to allowing traffic on the new seal). Asphalt films do not form well at low temperatures in the absence of low viscosity diluents. Thus, warm conditions with little to no chance of rain are necessary to ensure successful applications. Fog seals should not be applied when the atmospheric temperature is below 10C (50F), and pavement temperature below 15C (59F).

If unexpected rain occurs, prior to the emulsion breaking, the emulsion may wash out of the pores of the pavement and break on the surface of the pavement creating a slippery surface.

SURFACE PREPARATION

Immediately before applying a fog seal, the pavement surface must be cleaned with a road sweeper, power broom, or flushed with a water pump-unit to remove dust, dirt, and debris. The pavement surface must be clean and dry before applying the fog seal. If flushing is required, it should be completed 24 hours prior to the application of the fog seal to allow for adequate drying.

MATERIALS PREPARATION

Asphalt emulsions (original emulsions) contain up to 43% water, but must be diluted further before use. This additional dilution reduces viscosity and allows the application of small amounts of residual binder to be adequately controlled. Generally, the supplier will dilute the original emulsion, in the field or at the plant. A dilution rate of 50% (1:1) (equal parts water to equal parts emulsion) is recommended. Dilution water must be potable and free from detectable solids or incompatible soluble salts (hard water). The emulsion should be diluted no more than 24 hours before its intended use. This is to avoid settlement of the diluted emulsion. Water is always added to the emulsion and not the other way around. The emulsion may be circulated using a centrifugal or other suitable pump to ensure uniformity.

APPLICATION RATES AND SPRAYING



CITY OF MISSION PUBLIC WORKS DEPARTMENT

Item 34.

Properly calibrated distributor trucks shall be used to apply the emulsion. Spray nozzles with 4 to 5 mm (1/8" to 3/16") openings are recommended. The emulsion may be heated to 50C (122F) maximum, although, generally the emulsion is sprayed at ambient temperature. The emulsion is sprayed at a rate that is dependant on the surface conditions. A test section representative of the entire surface should be chosen to approximate application rates. Typical application rates for diluted emulsion (1:1) range from (0.03 to 0.22 gal/yd²) depending on the surface conditions. A 1:1 diluted emulsion is an original emulsion that has been subsequently diluted with equal parts water. Ideally, one-half of the application should be sprayed in each direction to prevent build up on one side of stones only (this is particularly important in the case of chip seals) and rough surfaces. Build up on one side can result in a slippery surface and inadequate binder to fully enrich the surface or hold the stone.

TRAFFIC CONTROL PLAN

Contractor must follow MUTCD standards.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025
PRESENTED BY: Teclo J. Garcia, CEO
AGENDA ITEM: Authorize Mayor to execute a reimbursement agreement between the City of Mission and the Mission Economic Development Corporation related to the Mission Animal Shelter – T. Garcia

NATURE OF REQUEST:

Staff is requesting the approval of a reimbursement agreement between the City of Mission and the Mission Economic Development Corporation related to the Mission Animal Shelter. Mission EDC would like to assist the shelter with improvements consisting of repairs, landscaping, design, construction, and equipment, in the amount not to exceed \$50,000. The MEDC Board approved the agreement on September 17.

The proposed Reimbursement Agreement is attached.

BUGETED: Yes **FUND:** 21 **ACCT. #:** 415-95115

BUDGET: \$1,000,000 **EST. COST:** \$50,000 **CURRENT BUDGET BALANCE:** \$1,000,000

BID AMOUNT: N/A

STAFF RECOMMENDATION: Approval

Departmental Approval: N/A

Advisory Board Recommendation: MEDC

City Manager's Recommendation: Approval JP7 / AG

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (this "Agreement"), effective as of _____, **2025**, is made by and between MISSION ECONOMIC DEVELOPMENT CORPORATION, a Texas Economic Development Corporation and governed by Texas Local Government Code chapters 501, 502 and 505 and the Texas Business Organizations Code (the "MEDC") acting by and through its governing body, the Board of Directors (the "MEDC Board"), , and THE CITY OF MISSION, TEXAS (the "City"), a Texas home-rule city.

RECITALS

WHEREAS, on September 17, 2025, the MEDC authorized an allocation of funds for the purpose of reimbursing the City for improvements to the Animal Shelter (as hereinafter defined) as a part of its budget pursuant to Resolution **No. 2025-10**; and

WHEREAS, the MEDC as a Type B Corporation may provide funding for public improvements to recreational and community facilities pursuant to Chapter 505 of the Texas Local Government Code; and

WHEREAS, MEDC finds that such investment will improve the quality of life for the Mission community and residents; and

WHEREAS, the City has determined that it will seek reimbursement from the MEDC for costs incurred related to the Animal Shelter.

AGREEMENT

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

ARTICLE 1 GENERAL TERMS

1.1 Definitions. The terms "Agreement," "City," "MEDC," and "MEDC Board," have the above meanings, and the following terms have the following meanings:

"Animal Shelter" means the Mission Animal Control Office, which is operated by the City.

"Code" means the Texas Local Government Code, as amended.

"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 MEDC, and the City, the parties to this Agreement.

“Project” means the construction of and installation of Public Improvements to the Animal Shelter.

“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.

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 MEDC. The MEDC hereby represents to the City that:

(A) The MEDC 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 MEDC 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 MEDC’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 MEDC under any agreement or instrument to which the MEDC is a party or by which the MEDC 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 the Project Costs are eligible for reimbursement in accordance with the Code

(D) This Agreement has been duly authorized, executed, and delivered by the MEDC and, constitutes a legal, valid, and binding obligation of the MEDC, 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 MEDC do not require the consent or approval of any person which has not been obtained.

2.2 Representations of the City. The City hereby represents to the MEDC 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 repairs, design, construction, and equipment purchases for the Animal Shelter located at 227 Abelino Farias Street, Mission, Texas 78572 (the "Public Improvements").

3.2 Project Costs. The Project Costs eligible under this Agreement shall be the City's actual expense costs of the Public Improvements, not to exceed \$50,000.00, and shall not include interest.

ARTICLE 4 DUTIES AND RESPONSIBILITIES OF THE CITY

4.1 Acquisition of Public Improvements. The City shall be responsible for the acquisition and installation of the Public Improvements and complying with all applicable competitive bidding laws. As applicable, the City will provide bid tabs and other information reasonably requested by the MEDC to document the scope of the Public Improvements, and the costs thereof. As the City acquires and installs Public Improvements, the City shall provide the MEDC with a summary of all costs associated with the Public Improvements for which the City seeks reimbursement along with evidence that all amounts owing to contractors, subcontractors, and suppliers 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 MEDC as soon as practicable following completion thereof.

4.2 Cooperation. The City agrees that it will cooperate with the MEDC and will provide all necessary information to the MEDC to expedite reimbursement from MEDC for the Project Costs.

ARTICLE 5 DUTIES AND RESPONSIBILITIES OF MEDC

5.1 Reimbursement by MEDC. The MEDC shall reimburse to the City for 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 MEDC shall be responsible under the terms of this Agreement shall not exceed \$50,000.00.

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) As the Public Improvements are acquired and installed by the City, the MEDC shall begin repaying the advances made by the City pursuant to Section 6.1(A) of this Agreement, up to the maximum amount of the Project Costs, but in no case more than \$50,000.

ARTICLE 7 DEFAULT

7.1. Default.

(A) If the MEDC 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 MEDC 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 MEDC under this Agreement, the MEDC 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. The City agrees to keep such operating records relating to the Public Improvements as may be required by the MEDC, 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 MEDC reasonable access to documents and records in the City's possession, custody or control that the MEDC deems necessary to assist the MEDC 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 MEDC, 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 MEDC: Chief Executive Officer
 Mission Economic Development Corporation
 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 MEDC 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 MEDC 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 MEDC shall bind its successors and assigns and shall inure to the benefit of the City and its successors and assigns. The MEDC 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.

8.11 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld or delayed.

8.12 Additional Actions. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement, and to aid and assist each other in carrying out such terms, provisions, and intent.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Reimbursement Agreement to be duly executed as of the ____ day of _____, 2025.

**MISSION ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
TECLO J. GARCIA, CEO

CITY OF MISSION, TEXAS

By: _____
NORIE GONZALEZ-GARZA, Mayor



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025
PRESENTED BY: Brad Bentsen, Director
AGENDA ITEM: Authorization to terminate contract for Right of Way Mowing and Maintenance Services with South Texas Landscapes, Irrigation and Pest Control, LLC Bid No. 23-323-04-14 - Bentsen

NATURE OF REQUEST:

The City of Mission currently holds a contract with South Texas Landscapes, Irrigation, and Pest Control, LLC for Right-of-Way Mowing and Maintenance Services. The contract contains a Termination Clause (Section 40: Termination Due to Unacceptable Work Performance), which provides the City the right to terminate the agreement with a 30-day written notice. Staff recommends termination of contract based on poor work performance and failure to perform services in a timely manner as per contract.

BUDGETED: \$237,958.00 **FUND:** Contractual Services **ACCT. #:** 01-461-94810

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

BID AMOUNT: \$179,152.80

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *JP7*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

site; and (3) ensure that any additional measures the Engineer or Public Works Director determine to be reasonably necessary for this purpose are taken.

- (b) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Engineer.
- (c) The Architect, Engineer or Public Works Director shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Architect or Engineer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (d) The Contractor shall be responsible for its subcontractors' compliance with this clause.
- (e) As property owners, the City retains the right to consent to and conduct on-site inspections pursuant to federal (including Occupational Safety and Health Administration -OSHA), state, municipal government occupational safety and health laws, and any other requirements. This includes all, but not limited to, accidents, investigations, general schedule, complaints, and follow-up safety and health inspections.

(37) Municipality's Right to Carry Out the Work

If the Contractor fails or refuses to carry out all or any part of the work in accordance with the contract requirements or within the contract schedule and fails or refuses to correct such deficiency within seven (7) days of receipt of written notice thereof from the City of Mission, the City, in its sole discretion and without waiving any other rights it may have, may elect to correct such deficiencies and charge the Contractor the cost of such corrections. Nothing in this clause shall relieve the Contractor of its obligation to perform the remainder of the work in accordance with the contract.

(38) Governing Law

The rights, obligations, and remedies of the parties shall be governed by the laws of the State of Texas. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this contract, then federal common law, including the law developed by federal boards of contract appeals, the United States Claims Court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. Venue for any action shall lie exclusively in Hidalgo County, Texas. This is the complete agreement between the parties. If any provision of the contract is found to be invalid or unenforceable, the remaining provisions shall not be impaired.

(39) Default

- (a) If the Contractor refuses or fails (i) to commence the work within the time required by this contract, (ii) to prosecute the work or any separable part with the diligence that will ensure its completion within the time specified in this contract, including any extension, (iii) to provide sufficient and properly skilled workmen or proper materials or equipment to complete the work in an acceptable manner and without delay, (iv) to promptly pay its subcontractors, laborers, and materialmen, (v) to perform any of its other obligations under this contract, or (vi) to complete the work within the time specified in this contract ("events of default"), the City may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work). In this event, the City may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the City resulting from events of default, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City in completing the work.

- (b) The Contractor's right to proceed shall not be terminated because of delays nor the Contractor charged with damages under this clause, if --
- (1) the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor (examples of such causes include (i) acts of God or of the public enemy, (ii) acts of the City in either its public or contractual capacity, (iii) acts of another Contractor in the performance of a contract with the City, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers); and
 - (2) the Contractor, within 10 days from the beginning of any delay (unless extended by the Procurement Director), notifies the City Engineer or Procurement Director in writing of the causes of delay. The Procurement Director shall ascertain the facts and the extent of the delay. If, in the judgment of the City staff, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Procurement Director shall be final and conclusive on the parties but subject to appeal.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the City.
- (d) The rights and remedies of the City in this clause are in addition to any other rights and remedies provided by law or under this contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this contract.

(40) Termination of Contract

The City of Mission reserves the right to terminate the contract if, in the opinion of the City of Mission, the successful vendor's and/or contractors' performance is not acceptable, if the City is being repeatedly overcharged, improperly charged, no funds available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

(41) Termination for Convenience

The Procurement Director may, whenever the interests of the City so require, terminate this contract, in whole or in part, for the convenience of the City. The Procurement Director shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

- (a) The Contractor shall incur no further obligations in connection with the terminated work, and, on the date set in the notice of termination, the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Director may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the City. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- (b) The Procurement Director may require the Contractor to transfer title and deliver to the City in the manner and to the extent directed by the Procurement Director: (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the City. The Contractor shall, upon direction of the Procurement Director, protect and preserve property in the possession of the Contractor in which the City has an interest. If the Procurement Director does not exercise this right, the Contractor shall use its best efforts to sell such supplies and manufacturing materials.
- (c) The City shall pay the Contractor the following amounts:



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025
PRESENTED BY: Brad Bentsen, Director Parks and Recreation
AGENDA ITEM: Authorization to Solicit for bids for Right of Way Mowing and Maintenance Services - Bentsen

NATURE OF REQUEST:

Staff is seeking authorization to solicit bids for mowing, bed maintenance, tree trimming and litter/debris removal on City Right of Ways. Services will include all supervision, labor, materials, supplies, tools and equipment necessary for cleaning, clearing, trimming, loading and disposal of all trash, debris, municipal solid waste, special waste and tires. The contractor will mow all grasses, weeds and underbrush, provide bed maintenance and litter removal when needed and trim tree branches and sucker growth below 8 ft. and palm fronds on palms and seed branches on palm trees with a minimum of 8 ft. trunk height.

BUGETED: Yes **FUND:** Contractual Services **ACCT. #:** 01-461-94810

BUDGET: \$237,132.00 **EST. COST:** \$185,000.00 **CURRENT BUDGET BALANCE:** \$237,958.00

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Purchasing / Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: _____

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

_____ AYES

_____ NAYS

_____ DISSENTING _____

**City Of Mission
Scope of Services
Bid Name/No.: "Right-of-Way Mowing & Maintenance Services"**

- I. Scope of Work:** The City of Mission is accepting bids for Right-of-Way Mowing & Maintenance Services on various streets and highways within the City Limits of Mission.
- II. Scope of Service:** The following scope of service describes Right-of-Way Mowing & Maintenance Services and requirements to comply with the service. Service will be coordinated with the Parks and Recreation Department for proper scheduling. Some weekend work may be scheduled. The City shall not be responsible for overtime costs. Unit bid prices shall apply to all work regardless of when performed.

ROADSIDE MOWING

III. Equipment.

- A. Mowers.** Provide rotary mowers (out-front / zero turn type mowers) equipped with sharp blades to cleanly cut vegetation and with deflection devices to prevent flying debris ejected by the mowers. Engines must be with manufacture approved mufflers to reduce noise emissions.
- B. Emblems.** Provide slow-moving vehicle emblem affixed to rear of mowers.
- C. Warning Lights.** Provide highly visible omni-directional amber flashing warning lights on work trucks. TxDot approved Warning Signs must be provided and displayed by contractor in compliance with TxDot regulations when mowing on any and all streets.
- D. Trimmers.** Provide rigid or string line trimmers for hand trimming.
- E.** Pruning tools should be maintained in a good working order with sharp edges.
- F. Disinfecting of equipment:** All mowing and pruning equipment shall be disinfected before commencing work at any site under this contract if diseased plants have been cut or trimmed with that equipment within 3 days of entering the site. Disinfectant shall be 100% bleach, applied by spraying the blade(s) and underside of cutting decks and/or all pruning tools.
- G.** Contractor shall provide at his expense such personal safety equipment for all personnel working at each site that is normally found in "best practice". This shall include but not be limited to eye, ear, skin, and head protection.

IV. Work Methods.

- A. Requirements.**
 - Set mower cutting height 2.5 in. – 3 in. based on turf type, possible irregularities in mowing conditions or growing season. All equipment and blades must be set the same height to produce an even cut and appearance.
 - All grass clippings shall be mulched. No piles of grass clippings will be allowed to remain on the lawn or turf after mowing operations.
 - Special care shall be taken to prevent clippings and debris from being directed into irrigation canals, storm water detention areas, gutters or storm sewer inlets.
 - Perform mowing sequence as directed or as approved.
 - Any suspected disease or insect problem shall be reported immediately to the City's Representative and treated by Contractor, at Contractor's expense.
 - Do not mow wet ground when rutting can occur, unless otherwise approved. Contractor shall otherwise be responsible for correction of any damage at his/her own expense and shall immediately repair any such damage.
 - Do not mow designated non-mow areas. Areas mowed without approval from the City will be the sole responsibility of the contractor.
 - Uneven cuts, scalping and varying heights of lawn areas will be considered unsatisfactory to City Standards. Contractor will be given one written notice for each occurrence. If problem re-occurs, penalty for non-performance will be deducted accordingly, in order to offset the cost of the City to correct unsatisfactory work.
 - Prior to mowing, litter and debris is to be picked up to avoid shredding into smaller pieces.

- It is the responsibility of Contractor to begin maintenance as the base of street curb and to top side of curb including any adjacent sidewalk areas to include a minimum of a 2 ft distance behind electrical poles. This includes maintenance of all cracks and expansion joints in sidewalk and curbing.
- Immediately remove debris ejected onto the roadway, sidewalks, ramps, driveways, parking lots, trails, or planting beds after each mowing.
- Hand-trim around fixed objects (ie. Trees, shrubs, irrigation valves, road signs, and telephone poles) within mowed area. Complete hand trimming and clean-up on each site within 8 hrs. of mowing. Do not damage trees or shrubs. String line trimmers are **NOT** to be used within 6" of the tree or shrub trunks. Chemical edging is allowed around trees, large shrubs, backflow devices and fencing, but not along edges such as walks and curbs or sprinkler heads. Herbicides may be used to prevent plant growth in any cracks in sidewalks, trails or within paved areas.
- Each site mowed must be completed prior to the end of each work day. Completion of work cycle is to include litter and debris cleanup, mowing, trimming and blowing of sidewalks, streets, curbs and bed areas. Grass clippings and debris will not be permitted to be left overnight for next day clean-up.
- Restore appurtenances damaged by mowing operations.
- Mowing services will be done approximately at a bi-weekly schedule of twenty-six (26) times per year in accordance with the allotted acreage shown in the plans. Additional services will be at the discretion of the City and at the unit cost per line item. Pending seasonal growth or dormancy cycles of turf, or special events; mowing may increase or decrease and will be billed accordingly. Prior to increase or decrease in services; a written work order will be provided by City Staff.
- Bed Maintenance is to be completed once monthly. Such maintenance can occur with one site visit or in staged intervals, but must be completed in its entirety once monthly

B. Mowing Types.

1. Strip Mowing.

- Mow a strip of vegetation along edge of pavement or unpaved shoulder.
- Mow to provide sight distance at horizontal curves, intersections, driveways, and ramps.
- Mow to right of way line where specified.
- Mow around appurtenances within the strip width.
- Mow entire right of way under bridges and in drainage channels.

2. Full-Width Mowing. Mow vegetation in the entire right of way, except for non-mow areas, as specified on plans.

3. Spot Mowing. Work requests are made on a callout basis. Begin mowing designated areas within 48 hr. of notification.

4. Measurement. This Item will be measured by 1,000 square feet.

- Strip and Full-Width Mowing.** "Strip Mowing" and "Full-Width Mowing" are plans quantity measurement items. The quantity to be paid is the quantity shown on plans. Additional measurements or calculations will be made if adjustments of quantities are required.
- Spot Mowing.** "Spot Mowing" will be measured and billed by 1,000 square feet mowed.

C. Pesticide Applications:

- Contractor must be licensed to commercially apply pesticides by either the Texas Department of Agriculture or the Texas Structural Pest Control Board and follow all applicable regulations. A copy of the license of the individual that will apply or directly oversee pesticide applications must be current from date of award of contract until the expiration of the contract.
- All pesticide applications must be made according to the manufacturer's recommendations and by or under the immediate supervision of the license holder. Coordination of sprinkler schedules so that sprayed material is not washed off plants.

D. Landscape Bed Maintenance:

- Landscape bed maintenance shall include all work necessary to maintain planting bed areas and plants in a healthy, weed, disease and insect free condition.
- Ground covers shall be edged and trimmed so that they remain within the area defined by the landscape edging or intent of design.
- Shrubs shall be trimmed and shaped according to according to natural characteristics and standard cultural practices specific to each species. City representative will provide on-site training if and when required.
- Pre-emergent and post-emergent herbicides shall be used at Contractor's expense to prevent unwanted plants from landscape beds.

E. Tree Maintenance:

- All tree suckers shall be continually removed from trees by cutting and not by pulling. Sucker growth shall be kept clean at all times.
- Trim trees as needed to remove dead, unsightly growth, or overhanging allowing for a minimum of an eight (8) foot clearance. Keep canopy lifted to allow for pedestrians and or vehicles.
- All palm trees with a minimum of an eight (8) foot trunk height are the responsibility of the Contractor to maintain. Dead or dying palm fronds are to be trimmed flush to the tree trunk on a "2 to 10 o'clock" type pattern for "fan type palms" and a "3 to 9 o'clock" type pattern for Sabal Texana Palms under the direction of City Staff.

V. LITTER REMOVAL

- A. Description:** Removal and disposal of litter. All litter and debris must be collected, removed, and disposed of properly from the project sites prior to each mowing cycle and then immediately following the actual mowing and trimming. This is to retrieve any litter missed at the first time and cut into smaller pieces by the mower. Litter includes matter not part of the highway, streets or median facility, such as trash, garbage, scrap metals, paper, wood, plastic, glass products, animal remains, rubber products, tires, auto parts, furniture, mattresses, household appliances, and large bulky items.
- B. Materials:** Furnish bags, containers and labor.
- C. Equipment:** Provide equipment and tools. Provide highly visible omni-directional amber flashing warning lights on work vehicles. Provide equipment that prevents the accumulated debris from being strewn along the roadway during transport.
- D. Work Methods:** Remove bagged litter on the same day it is collected. Do not remove dead animals larger than 150 lb. or hazardous materials; instead notify the *Parks & Recreation Department*. Dispose of litter off the right of way in accordance with federal, state, and local regulations. Perform litter removal and disposal according to the following types.
- a. Litter:** Remove and dispose of litter from the right of way, including shoulders but excluding the traveled lanes and shoulders next to barriers, to the limits shown on the plans.

The Cost of trash and debris pick-up is to be included in each line item price.

E. Special Conditions:

- Contractor shall advise the City by telephone, immediately upon discovery and in written form within 24 hours, of any obvious irrigation problems. This shall include but not limited to broken sprinkler heads, leaks, breaks, wet spots missing valve box covers and dry spots. Any irregularities in lawn or landscape bed areas due to construction damage or auto accidents must also be immediately reported.
- City will notify Contractor as soon as possible of any Special Events, such as outdoor festivals, parades, or such. Contractor shall adjust work schedules as necessary.

F. Safety and Damage:

- If traffic or pedestrian levels are such that mowing the area will impede traffic or endanger the public in any way, work must cease until such time as those factors causing cessation of work have abated. If Contractor fails to cease work on his/her own judgement, the City shall have the right to halt the Contractor's work.
- Contractor shall take adequate safety precautions. He/She shall coordinate all work with the City and shall place warning signs in accordance with the State of Texas Manual on Uniform Traffic Control Devices, where applicable.
- Contractor will confine all operations to weekday, daylight hours, unless otherwise authorized by the City.
- Contractor shall exercise care so as to avoid damage to trees, shrubs, sprinklers, utilities and other amenities within the project site. Damage must be corrected or repaired by the Contractor at his/her expense or may be performed by the City and the costs for such repairs deducted from payment. All repairs must be completed within five (5) days from date of damage.
- Turf, trees, or shrubs that are damaged or killed due to Contractor's operations, negligence, or application of pesticides must be reported in writing and replaced at Contractor's expense.
- Contractor shall answer emergency or complaint calls within two (2) hours and corrective action shall be complete within eight (8) hours.

G. Site Conditions:

- Contractor shall become familiar with each site and location of all plant materials. He/She should know the location of all irrigation meters and valves so that irrigation systems can be turned off if and when damage occurs. The Contractor shall notify the City in writing at the beginning of the contract of any conditions that do not meet the intended standards of care as outlined in these specifications.

VI. SIGNING AND TRAFFIC CONTROL PLAN

The CRP will comply with the Manual on Uniform Traffic Control Devices. Signs, sign stands and safety flags required to protect the traveling public shall be furnished by the CRP. The CRP will be responsible for the maintenance, repairs and replacement of all signs, and flags.

CONTRACT BY AND BETWEEN
CITY OF MISSION, TEXAS AND JESSE LERMA

JESUS LERMA, JR. (hereinafter referred to as “CONSULTANT”), and **THE CITY OF MISSION, TEXAS**, (hereinafter referred to as “CITY”), entered into this Agreement where CONSULTANT will provide services as **Civil Service Director/311 Application** to CITY.

RECITALS

WHEREAS, CITY desires to engage CONSULTANT for certain professional services in connection therewith; and,

WHEREAS, CONSULTANT is experienced in providing said professional services as defined in Section II Scope of Work; and

NOW, THEREFORE, CITY and CONSULTANT do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

CITY agrees to enter into this Agreement with CONSULTANT to provide the following services as stated above and as provided in **SECTION II** and upon such services, CITY agrees to pay CONSULTANT as stated in **SECTION IV**. CONSULTANT agrees to meet the requirements pursuant to Chapter 143 for eligibility to serve as Civil Service Director throughout the duration of this Agreement.

SECTION II
SCOPE OF SERVICES

CONSULTANT hereby agrees to render and perform for the benefit of the CITY the professional services identified below and in **Exhibit A** as requested by CITY on an ongoing, as-needed basis. In addition to the general scope of aforementioned services provided, CONSULTANT will assist CITY with the following specific services:

- Provide Civil Service training to Human Resources Director, or designee
- Overall management and administration of the City’s 311 Application. To include coordinating with City staff to ensure monitoring and managing of service requests by tracking, routing, and ensuring timely follow-up with the appropriate departments. Consultant shall also make direct contact with City residents regarding requests.
- Provide user support, troubleshooting assistance and oversight of the routine maintenance of the 311 App.
- Provide monthly report summarizing 311 App requests and status and/or resolution of requests.
- Other relevant services and duties as assigned or requested

SECTION III
TERM OF CONTRACT

This Agreement shall be for a period of one (1) year beginning on November 1, 2025, and ending on October 31, 2026.

SECTION IV **TERMS OF PAYMENT**

CITY agrees to pay CONSULTANT for his services \$3,500.00 a month, due on the last day of every calendar month thereafter until the contract is terminated.

SECTION V **TERMINATION OF CONTRACT**

Either party may terminate this contract, with or without cause, upon thirty (30) day's written notice to the other party. Upon termination, the City will be responsible only for the portion of the costs allocated to periods prior to the effective date of termination of the Agreement.

SECTION VI **SEVERABILITY**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION VII **MEDIATION CLAUSE**

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request be presented to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation.

VIII **VENUE**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties agree that this Agreement is performable in Hidalgo County, Texas, and that exclusive jurisdiction shall lie in the state or district courts of Hidalgo County, Texas.

SECTION IX **NOTICE**

All notices or other communications required under this Agreement may be affected either by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when mailed to the parties at their respective addresses as set forth below or when mailed to the last address provided in writing to the other party by the addressee.

SECTION X
INDEMNIFICATION/ HOLD HARMLESS CLAUSE

CONSULTANT shall indemnify, defend and hold harmless CITY from any liability or cost, including court costs and attorney's fees, resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, including workers' compensation claims, in any way resulting from or arising out of this Agreement or indirectly out of such operation or business.

CITY, to the extent allowed by law, shall indemnify, defend and hold harmless CONSULTANT from any liability or cost, including court costs and attorney's fees, resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, directly resulting from or arising out of this Agreement or indirectly out of such operation or business.

SECTION XI
ASSIGNMENT AND SUBLETTING

CONSULTANT agrees to retain control and to give full attention to the fulfillment of this Agreement and agrees that this Agreement or any portion thereof shall not be assigned or sublet without the prior written consent of CITY.

XII
INDEPENDENT CONTRACTOR

CONSULTANT covenants and agrees that CONSULTANT is an independent contractor and not an officer, agent, servant or employee of CITY. CONSULTANT shall have exclusive control and exclusive right to control the details of the work performed hereunder and all persons performing same and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants. The doctrine of respondent superior shall not apply as between CONSULTANT and CITY, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between CONSULTANT and CITY.

XIII
AFFIDAVIT OF NO PROHIBITED INTEREST

Contractor acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest and has filed the same with either the City's Purchasing Department and/or City Secretary.

Signature Page to Follow

EXECUTED by the parties in duplicate originals on this ____ of _____, 2025.

Item 38.

BY: _____
Jesus Lerma, Jr.
7601 E. Curry Rd.
Edinburg, Texas 78570

CITY OF MISSION, TEXAS

BY: _____
Andy Garcia, Co-Interim City Manager
1201 E. 8th Street
Mission, Texas 78572

Attest: _____
Anna Carrillo, City Secretary



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025

PRESENTED BY: Abram Ramirez, Information Technology Director

AGENDA ITEM: Approval of the yearly 2025-2026 maintenance renewal of ERP (Enterprise Resource Planning) Pro and Municipal Justice software from Tyler Technologies, a sole source vendor, at a cost of \$182,197.44 - Ramirez

NATURE OF REQUEST:

Approval of the yearly 2025-2026 maintenance renewal of ERP (Enterprise Resource Planning) Pro and Municipal Justice software from Tyler Technologies, a sole source vendor, at a cost of \$182,197.44

The City of Mission utilizes Tyler Technologies ERP Pro software as its primary enterprise resource planning (ERP) system to manage critical municipal operations, including finance, payroll, purchasing, human resources, and budget administration. Municipal Justice software is used to manage municipal court operations, including case management, fine collections, docket scheduling, and reporting functions.

BUDGETED: Yes **FUND:** General **ACCT.#:** 01-426-44640

BUDGET: \$1,557,625 **EST.COST:** \$182,197.44 **CURRENT BUDGE BALANCE:** \$1,557,625

BID AMOUNT \$182,197.44

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: NA

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Item 39.

Invoice No
025-528400

Date
10/01/2025

1 of 3

Questions:

Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com



Bill To: CITY OF MISSION
1201 EAST 8TH STREET
MISSION, TX 78572

Ship To: CITY OF MISSION
1201 EAST 8TH STREET
MISSION, TX 78572

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43895 - MAIN - MAIN	216863		USD	NET30	10/31/2025

Contract Date	Description	Units	Rate	Extended Price
Contract No.: Mission, City of				
Cycle: Start: 01/Nov/2025, End: 31/Oct/2026				
Community Development Pro Annual Fees		1		\$2,003.24
27/Aug/2020	Cemetery Records			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
Content Manager Annual Fees		1		\$17,722.69
26/Oct/2021	Content Manager Core - Subscription			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
ERP Pro Financials Annual Fees		1		\$67,464.64
22/Jul/2019	Fixed Assets			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
27/Aug/2020	Human Resources Base Package			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
27/Aug/2020	Purchasing			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
27/Aug/2020	Human Resources Management (Includes Position Budgeting)			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
27/Aug/2020	Accounts Receivable			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
27/Aug/2020	Core Financials			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
26/Oct/2020	Electronic Time Clock Interface			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
11/Jun/2024	Project Accounting			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
ERP Pro Hosting Fees		1		\$3,307.50
10/Feb/2022	Advanced Cloud Reporting Services - Subscription			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
ERP Pro Utilities Annual Fees		1		\$52,494.30
25/Feb/2008	Utility Billing Online Component			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
05/Apr/2019	Building Projects Online Component			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
21/Jul/2020	Service Orders Mobile - Subscription			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
27/Aug/2020	Business License			

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Item 39.

Invoice No
025-528400

Date
10/01/2025

2 of 3

Questions:

Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: CITY OF MISSION
1201 EAST 8TH STREET
MISSION, TX 78572

Ship To: CITY OF MISSION
1201 EAST 8TH STREET
MISSION, TX 78572

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43895 - MAIN - MAIN	216863		USD	NET30	10/31/2025

Contract Date	Description	Units	Rate	Extended Price
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
27/Aug/2020	Building Projects			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
27/Aug/2020	Utility CIS System			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
27/Aug/2020	Secure Signatures (includes 2 signatures)			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
17/May/2021	Utility Meter Data Sync w/Scheduler			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
17/May/2021	Utility Meter-Reader Interface - Subscription			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
28/Mar/2022	Utility Payment Import Interface			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
22/Aug/2022	Forms Overlay			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
22/Aug/2022	Output Processor Server			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
Municipal Justice Annual Fees		1		\$33,161.00
27/Aug/2020	Criminal Case Manager - Subscription			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
27/Aug/2020	Collection Agency Export Interface			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
27/Aug/2020	Centralized Cash Collections			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
27/Aug/2020	Caseless Warrant Program - Subscription			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
27/Aug/2020	Brazos Citation Issuing Device Interface			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
Third Party Annual Fees		1		\$1,044.07
27/Aug/2020	System Software Non SQL			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
Tyler University		1		\$5,000.00
19/Jun/2025	Tyler U			
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Item 39.

Invoice No

025-528400

Date

10/01/2025

3 of 3

Questions:

Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: CITY OF MISSION
1201 EAST 8TH STREET
MISSION, TX 78572

Ship To: CITY OF MISSION
1201 EAST 8TH STREET
MISSION, TX 78572

Cust No.-BillTo-ShipTo

43895 - MAIN - MAIN

Ord No

216863

PO Number**Currency**

USD

Terms

NET30

Due Date

10/31/2025

Contract Date	Description	Units	Rate	Extended Price
---------------	-------------	-------	------	----------------

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal

182,197.44

Sales Tax

\$0.00

Invoice Total

182,197.44

267

One Tyler Drive
Yarmouth, ME 04096

P: 800.772.2260
F: 207.781.2459

www.tylertech.com

September 18, 2025

City of Mission
Attn: Abram Ramirez, IT Director
1201 E. 8th St.
Mission, TX 78572

RE: Sole Source for Procurement

Dear Mr. Ramirez:

Please accept this letter to confirm that Tyler Technologies is the sole source of its Tyler ERP Pro (formerly Incode Financials), Municipal Justice (formerly Incode Court), Enterprise Public Safety (formerly New World Public Safety), Public Safety Pro (formerly Incode Public Safety) and Enforcement Mobile (formerly Brazos) software. Tyler is the only party authorized to implement, support and update such software.

Tyler appreciates the trust that the City of Mission has placed in our company and products, and we will continue to work diligently to ensure your complete satisfaction with our software, service and support throughout the life of this partnership.

Please do not hesitate to contact me with any questions regarding the foregoing.

Regards,



Sherry Clark
Group General Counsel
Sherry.clark@tylertech.com



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025

PRESENTED BY: Abram Ramirez, Information Technology Director

AGENDA ITEM: Approval of the yearly 2025-2026 maintenance renewal of Enterprise Public Safety from Tyler Technologies, a sole source vendor, at a cost of \$122,664.44 - Ramirez

NATURE OF REQUEST:

Approval of the yearly 2025-2026 maintenance renewal of Enterprise Public Safety from Tyler Technologies, a sole source vendor, at a cost of \$122,664.44.

The City of Mission's Police Department utilizes Tyler Technologies Enterprise Public Safety Software which supports law enforcement operations. The system integrates computer-aided dispatch (CAD), records management, mobile data, and analytics to ensure timely response, accurate reporting, and compliance with state and federal reporting requirements.

BUDGETED: Yes **FUND:** General **ACCT.#:** 01-426-44640

BUDGET: \$1,557,625 **EST.COST:** \$122,664.44 **CURRENT BUDGE BALANCE:** \$1,557,625

BID AMOUNT \$122,664.44

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *SP7*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Item 40.

Invoice No
130-159841b**Date**
10/01/2025Page
1 of 7**Questions:**

Tyler Technologies - Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com



Bill To: MISSION POLICE DEPARTMENT
ATTN: ABRAM RAMIREZ
1200 EAST 8TH STREET
MISSION, TX 78572

Ship To: MISSION POLICE DEPARTMENT
ATTN: ABRAM RAMIREZ
1200 EAST 8TH STREET
MISSION, TX 78572

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43895 - 12866 - 12866	40099		USD	NET30	10/31/2025

Contract Date	Description	Units	Rate	Extended Price
Contract No.: Mission Police Department				
01/Oct/2019	Data Analysis / Mapping Integration Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	22.67	22.67
01/Oct/2019	MSP Single Jurisdiction Law Enforcement CAD Standard Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	6,175.89	6,175.89
01/Oct/2019	Alarm Tracking - Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,684.10	1,684.10
01/Oct/2019	Bookings - Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,684.10	1,684.10
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Case Management Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,122.94	1,122.94
01/Oct/2019	Federal and State Compliance Reporting for LE Records Standard Maintenance - Federal UCR/IBR Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,122.94	1,122.94
01/Oct/2019	Single Jurisdiction Base LE Records Standard Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	6,175.27	6,175.27
01/Oct/2019	Third Party LE Records Interface Standard Maintenance - Livescan Interface Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Pawn Shops Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,122.94	1,122.94
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Property Room Bar Coding Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,122.79	1,122.79
01/Oct/2019	Mobile Standard Maintenance on the RS/6000 - Base Message Switch to State/NCIC(1-15 Units) Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,684.10	1,684.10
01/Oct/2019	Capture/View Stations Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	2,357.94	2,357.94
01/Oct/2019	Imaging Standard Maintenance - LE Public Safety Lineups/Mug Shots Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	2,919.16	2,919.16
01/Oct/2019	Additional MSP for CAD Standard Maintenance - Data Analysis/Crime Mapping/Mgmt Reporting Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,122.94	1,122.94
01/Oct/2019	Microsoft Word Interface Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,122.94	1,122.94
01/Oct/2019	AVL Mapping Server Standard Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	898.03	

270

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Item 40.

Invoice No
130-159841b**Date**
10/01/2025**Page**
2 of 7**Questions:**

Tyler Technologies - Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com

Bill To: MISSION POLICE DEPARTMENT
ATTN: ABRAM RAMIREZ
1200 EAST 8TH STREET
MISSION, TX 78572

Ship To: MISSION POLICE DEPARTMENT
ATTN: ABRAM RAMIREZ
1200 EAST 8TH STREET
MISSION, TX 78572

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43895 - 12866 - 12866	40099		USD	NET30	10/31/2025

Contract Date	Description	Units	Rate	Extended Price
01/Oct/2019	Base CAD/NCIC/Messaging Standard Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Data Merge to Aegis/MSP LE Records Standard Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	123.70	123.70
01/Oct/2019	Field Reporting Server Standard Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	145.79	145.79
01/Oct/2019	Mobile on MSP Server Integration Standard Maintenance - Mobile Upload Software (31-50 units) Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	2,357.92	2,357.92
01/Oct/2019	Supervisor Review and Approval Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	145.79	145.79
01/Oct/2019	AVL Interface Standard Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	785.89	785.89
01/Oct/2019	Mobile Standard Maintenance on the RS/6000 - Base Message Switch to State/NCIC(31-50 Units) Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	4,940.16	4,940.16
01/Oct/2019	Additional Standard Maintenance for RS/6000 Message Switch - New World CAD Interface (31-50 units) Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,796.68	1,796.68
01/Oct/2019	Mobile Standard Maintenance on the RS/6000 - Base Message Switch to State/NCIC(16-30 Units) Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	449.12	449.12
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Drivers Lic Mag Stripe Reader/Barcode Reader Interface Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	594.88	594.88
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Accident Field Reporting Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Accident Field Reporting Compliance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - LE CAD via Switch Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,908.40	1,908.40
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Field Reporting Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	2,695.57	2,695.57
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Field Reporting Compliance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	706.95	706.95

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Item 40.

Invoice No
130-159841b**Date**
10/01/2025Page
3 of 7**Questions:**

Tyler Technologies - Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com

Bill To: MISSION POLICE DEPARTMENT
ATTN: ABRAM RAMIREZ
1200 EAST 8TH STREET
MISSION, TX 78572

Ship To: MISSION POLICE DEPARTMENT
ATTN: ABRAM RAMIREZ
1200 EAST 8TH STREET
MISSION, TX 78572

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43895 - 12866 - 12866	40099		USD	NET30	10/31/2025

Contract Date	Description	Units	Rate	Extended Price
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Dispatch/Messaging/LE State/NCIC via Switch Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,796.19	1,796.19
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - Mobile Upload of Field Reports Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,122.94	1,122.94
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Mugshot Image Download Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	785.89	785.89
01/Oct/2019	Mobile on MSP Server Integration Standard Maintenance - AVL CAD Interface (16-30 units) Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	785.89	785.89
01/Oct/2019	Mobile on MSP Server Integration Standard Maintenance - MDT/MCT Base CAD/RMS Interface (31-50 units) Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,605.72	1,605.72
01/Oct/2019	Mobile on MSP Server Integration Standard Maintenance - MDT/MCT Base LE CAD Interface (1-15 units) Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,459.89	1,459.89
01/Oct/2019	CAD Mapping Integration Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	67.62	67.62
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Pawn Shops Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Case Management Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Property Room Bar Coding Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	E-911 Interface Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Web Briefing Notes Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,519.54	1,519.54
01/Oct/2019	New World CAD to New World CAD Interface Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Third Party LE Records Interface Standard Maintenance - Ticket Writer Interface Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Additional Standard Maintenance for CAD - Service Vehicle Rotation Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,519.54	1,519.54

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**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Item 40.

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130-159841a**Date**
10/01/2025Page
4 of 7**Questions:**

Tyler Technologies - Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com

Bill To: MISSION POLICE DEPARTMENT
ATTN: ABRAM RAMIREZ
1200 EAST 8TH STREET
MISSION, TX 78572

Ship To: MISSION POLICE DEPARTMENT
ATTN: ABRAM RAMIREZ
1200 EAST 8TH STREET
MISSION, TX 78572

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43895 - 12866 - 12866	40099		USD	NET30	10/31/2025

Contract Date	Description	Units	Rate	Extended Price
01/Oct/2019	Third Party LE Records Interface Standard Maintenance - Citizen Reporting Interface Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	2,532.55	2,532.55
01/Oct/2019	ASAP Interface Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	New World State/NCIC Interface Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Third Party LE Records Interface Standard Maintenance - On-Line Global Subjects Interface to State/NCIC Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,266.28	1,266.28
01/Oct/2019	Third Party LE Records Interface Standard Maintenance - On-Line Pawn Shop Check Interface to State/NCIC Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,266.28	1,266.28
01/Oct/2019	Imaging Standard Maintenance - LE Public Safety Lineups/Mug Shots Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Corrections Management Standard Maintenance Base Package Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	3,966.33	3,966.33
01/Oct/2019	Additional Standard Maintenance for CAD - BOLOs Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,519.54	1,519.54
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Activity Reporting and Scheduling Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,350.70	1,350.70
01/Oct/2019	Alarm Tracking and Billing - Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Mugshot Image Download Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	742.35	742.35
01/Oct/2019	Bookings - Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - In-Car Mapping Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - In-Car Routing Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,013.02	1,013.02
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Field Reporting Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	2,972.07	2,972.07
01/Oct/2019	Dashboards for CAD Standard Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,969.77	

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**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

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130-159841b**Date**
10/01/2025**Page**
5 of 7**Questions:**

Tyler Technologies - Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com

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ATTN: ABRAM RAMIREZ
1200 EAST 8TH STREET
MISSION, TX 78572

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Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43895 - 12866 - 12866	40099		USD	NET30	10/31/2025

Contract Date	Description	Units	Rate	Extended Price
01/Oct/2019	CAD Data Mart Standard Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	675.35	675.35
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - Field Investigation Field Reporting(1 Form) Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - State Photo Download Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	844.19	844.19
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Dispatch/Messaging/LE State/NCIC via Switch Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	2,972.07	2,972.07
01/Oct/2019	Dashboards for Law Enforcement Standard Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	2,363.71	2,363.71
01/Oct/2019	Data Sharing Standard Maintenance - Multi-Server Search Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	2,532.55	2,532.55
01/Oct/2019	Additional CAD Workstation(s) - Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Orders of Protection Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,645.50	1,645.50
01/Oct/2019	Additional Standard Maintenance for CAD - Web CAD Monitor Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	3,376.73	3,376.73
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Narcotics Mgmt/Intelligence Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	2,026.04	2,026.04
01/Oct/2019	Single Jurisdiction Law Enforcement CAD Standard Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Gang Tracking - Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	2,026.04	2,026.04
01/Oct/2019	Career Criminal Registry Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,350.70	1,350.70
01/Oct/2019	Field Investigation- Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,350.70	1,350.70
01/Oct/2019	Equipment Tracking - Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Demographic Profiling Reporting Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	2,026.04	2,026.04

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

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130-159841b**Date**
10/01/2025Page
6 of 7**Questions:**

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Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43895 - 12866 - 12866	40099		USD	NET30	10/31/2025

Contract Date	Description	Units	Rate	Extended Price
01/Oct/2019	Additional Software for LE Records Standard Maintenance - DataAnalysis/Crime Mapping/Mgmt Reporting Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Additional Standard Maintenance for CAD - CAD Auto Routing Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,519.54	1,519.54
01/Oct/2019	Law Enforcement Management Data Mart (^CAD, RMS) Standard Maintenance - Includes 2 users Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	675.35	675.35
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Permits Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	2,026.04	2,026.04
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - MCT Ticket Writer Interface Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Drivers Lic Mag Stripe Reader/Barcode Reader Interface Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	619.07	619.07
01/Oct/2019	Tyler Content Manager Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	2,110.47	2,110.47
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Vehicle Tracking and Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,688.38	1,688.38
01/Oct/2019	Additional Standard Maintenance for CAD - CAD AVL Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Additional Standard Maintenance for CAD - Unit Management Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	2,026.04	2,026.04
01/Oct/2019	Federal and State Compliance Reporting for LE Records Standard Maintenance - Federal UCR/IBR Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Third Party LE Records Interface Standard Maintenance - Livescan Interface Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Mobility Server Standard Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Law Enforcement Standard Maintenance - SECTOR Ticket/Accident Interface Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Additional Software for LE Records Standard Maintenance - Index Cards Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,350.70	1,350.70
01/Oct/2019	Pictometry Interface Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	

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**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Item 40.

Invoice No
130-159841b**Date**
10/01/2025**Page**
7 of 7**Questions:**

Tyler Technologies - Public Safety
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Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43895 - 12866 - 12866	40099		USD	NET30	10/31/2025

Contract Date	Description	Units	Rate	Extended Price
01/Oct/2019	NG911 Interface Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Single Jurisdiction Base LE Records Standard Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	0.00	0.00
01/Oct/2019	Third Party Embedded Maintenance Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	4,643.02	4,643.02
01/Oct/2019	Esri ArcGIS Engine Runtime for CAD Workstations Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	1,125.58	1,125.58
01/Oct/2019	Esri Mobile In-Car Mapping and Routing unit(s) Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	1	4,220.92	4,220.92
30/Sep/2021	Stop Data Reporting Cycle: Start: 01/Nov/2025, End: 31/Oct/2026	60	20.30	1,218.00

Credit Memo approved 09/25/2025 -\$8,017.95

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal 122,664.44**Sales Tax** \$0.00**Invoice Total** 122,664.44

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One Tyler Drive
Yarmouth, ME 04096

P: 800.772.2260
F: 207.781.2459

www.tylertech.com

September 18, 2025

City of Mission
Attn: Abram Ramirez, IT Director
1201 E. 8th St.
Mission, TX 78572

RE: Sole Source for Procurement

Dear Mr. Ramirez:

Please accept this letter to confirm that Tyler Technologies is the sole source of its Tyler ERP Pro (formerly Incode Financials), Municipal Justice (formerly Incode Court), Enterprise Public Safety (formerly New World Public Safety), Public Safety Pro (formerly Incode Public Safety) and Enforcement Mobile (formerly Brazos) software. Tyler is the only party authorized to implement, support and update such software.

Tyler appreciates the trust that the City of Mission has placed in our company and products, and we will continue to work diligently to ensure your complete satisfaction with our software, service and support throughout the life of this partnership.

Please do not hesitate to contact me with any questions regarding the foregoing.

Regards,



Sherry Clark
Group General Counsel
Sherry.clark@tylertech.com



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025
PRESENTED BY: Juan Pablo "JP" Terrazas, P.E., Co- Interim City Manager
AGENDA ITEM: Authorization to Purchase Digital Water Meters Via Sole Source from Aqua Metric Sales Company – Terrazas

NATURE OF REQUEST:

Requesting authorization to purchase digital AMI water meters on an as needed bases via sole source from Aqua Metric Sales Company. Digital Water meters will be used for the installation of new residential and commercial water services throughout the City of Mission. Pricing information has been received from the vendor. This information is considered proprietary and confidential; accordingly, it is not included in the public agenda materials in order to protect sensitive business information.

As purchases with this vendor are expected to exceed the \$25,000 threshold established in the City's Purchasing Policy, City Council approval is required.

BUGETED: Yes (FY 25-26) **FUND:** Utility – Meter Readers **ACCT. #:** 02-418-64350

BUDGET: \$450,000.00 **EST. COST:** \$450,000.00 **CURRENT BUDGET BALANCE:** \$450,000.00

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *JP7*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

Jim Grillo
Sensus USA, Inc
Director of Sales Central Region
612-867-3283
jim.grillo@xylem.com

September 29, 2025

To Whom It May Concern:

Sensus USA, Inc is pleased to announce that **Aqua Metric of Selma, TX** is the exclusive Authorized Distributor of Sensus products and Value Added Reseller (VAR) for Sensus Services such as SaaS in the states of Texas and Louisiana.

Please contact Aqua Metric for all of your Sensus needs. Purchasing Sensus products and services from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at jim.grillo@xylem.com regarding this or any other matter.

Sincerely



James C. Grillo
Director of Sales Central Region
Sensus USA, Inc



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025

PRESENTED BY: Vidal Roman, Finance Director

AGENDA ITEM: Approval of Publicity and Tourism Agreement with the Greater Mission Chamber of Commerce, Inc. in the amount not to exceed \$350,000 from Hotel Motel Occupancy Tax and \$92,000 from the General Fund – Roman

NATURE OF REQUEST:

Approval of Publicity and Tourism Agreement with the Greater Mission Chamber of Commerce, Inc. for Fiscal Year 2025-26. These are funds that are received from the Hotel Motel Occupancy Tax under VATS Tax Code, Section 351.101 to use hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry.

Attached is a copy of the 2025-2026 agreement to be effective October 1, 2025 through September 30, 2026 in the amount not to exceed \$350,000.00 from the Hotel Motel Occupancy Tax and \$92,000 from the General Fund.

BUGETED: Yes FY25-26 **FUND:** Hotel/Motel **ACCT. #:** 24-450-94675

BUDGET: \$355,000 **EST. COST:** \$350,000 **CURRENT BUDGET BALANCE:** \$355,000

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF MISSION §

FUNDING AGREEMENT BETWEEN THE CITY OF MISSION AND THE GREATER MISSION CHAMBER OF COMMERCE, INC.

This Agreement is executed on this the 14th day of October, 2025 effective October 1, 2025, by and between the City of Mission, (hereinafter referred to as “City”) a municipal corporation of Hidalgo County, Texas, and the Greater Mission Chamber of Commerce, Inc. (hereinafter referred to as “Chamber”).

I.

The City of Mission, by authority of powers granted to it under state statutes and its City Charter has heretofore enacted a local hotel occupancy tax on occupants of hotels within the City.

II.

As part of its obligation under statutes (primarily V.A.T.S. Tax Code, Section 351.101) to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the City hereby agrees to pay to the Chamber a portion of the money actually received by the City from the local hotel occupancy tax as collected by the City Secretary (the “Hotel Occupancy Tax Funds”), in consideration for the Chamber advertising and promoting tourism for the visitor market from which the City derives direct tourism income benefit.

The Chamber agrees that any local Hotel Occupancy Tax Funds paid to it by the City shall be used only in the following specific areas:

1. The furnishing of facilities, personnel and materials for the registration of convention delegates, registrants and tourists.
2. Advertising and conducting solicitation and promotional programs to attract tourists and convention delegates or registrants to the City and its surrounding areas.
3. Advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.
4. To furnish and provide services and programs as stipulated in the Budget – Attachment ‘A’
5. Devise and coordinate special events to attract (1) winter visitors, (2) conventions, (3) Mexican visitors, and (4) other Valley residents.
6. Create and coordinate an effective public relations campaign designed to build Mission as an enjoyable tourist destination.
7. Improve facilities to promote tourism with City Council’s written approval.

The Chamber agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists and conventions to the local area and to the City by publishing and distributing brochures and community information packets, and by advertising in various tourist publications and general media publications which are appropriate, by representing the City in travel shows and other such events, by participating with state and regional agencies in tourist development programs of benefit to the local area and to the City, and by using all appropriate means to increase the traveling public’s awareness of the cultural and recreational advantages of the local area and the City.

The Chamber further agrees that it will seek to achieve economic benefit for the City through all of such activities, that it will provide tourist-related information about the City upon request, and that it will

serve as an advisory board to the City, on request, in matters related to expanding the tourist de economy.

III.

The following Performance Measures will be used as indicators of the services being provided by the Chamber:

- A. Increased Sales Tax Revenues
- B. Increased Hotel Occupancy Tax Revenues
- C. Enhance to maintain business relationships with tourism partners, i.e. Hoteliers, RV Parks, etc.
- D. Timely and thorough tourism and financial reporting
- E. Creativity and innovation exhibited in Chamber Programs
- F. Level of participation at Chamber tourism activities

IV.

The City hereby also agrees to pay to the Chamber a portion from its general fund to be used for Chamber business development (the “General Funds”).

V.

It is expressly understood and agreed by and between the parties that the Chamber is hired and engaged as an independent contractor and is not an officer, agent or employee of the City.

VI.

The Chamber shall secure sufficient number of employees to accomplish this Agreement. The Chamber shall further provide such office space, equipment, supplies and other materials as may be necessary to accomplish the purpose of this Agreement.

The Chamber shall provide to the City bi-monthly reports on the activities that are conducted to benefit the City, an audited annual financial report for the Chamber within three months of the end of its fiscal year, and an annual financial audit and statement listing the expenditures made from local hotel occupancy tax revenues paid by the City to the Chamber within three months from the end of the City’s fiscal year. It is further agreed by the Chamber that it shall maintain said hotel occupancy tax revenue in a separate account established for that purpose and that it shall not co-mingle that revenue with any other money or maintain it in any other account.

The Chamber shall maintain complete and accurate financial records of each expenditure of local hotel occupancy tax revenue and, upon request by the City, shall make the records available for inspection and review.

VII.

It is understood and agreed by and between the parties that Hotel Occupancy Tax Funds may be spent by the Chamber for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and if directly related to those duties listed in Section II. The portion of the total administrative costs for which hotel occupancy tax revenues are expended may not exceed the actual administrative cost for these activities. It is understood and agreed by and between the parties that General Funds may be spent by the Chamber for business development.

VIII.

The City agrees to pay the Chamber Hotel Occupancy Tax Funds in the annual sum of \$350,000.00 payable in quarterly installments. Such payments will be dependent upon and shall not exceed the availability of Hotel Occupancy Revenues for the fiscal year contracted.

The City agrees to also pay the Chamber from the city's General Fund the annual sum of \$92,000.00 payable in one lump sum.

Payment for services to the Chamber shall be based upon requests for reimbursement with proper documentation. Payment will be made in compliance with and as required by new state legislative law. The City shall have the right to audit and inspect the Chamber's records in order to verify expenditures.

IX.

This Agreement shall begin on the 1st day of October, 2025, and shall continue in force for a period of one (1) year, ending September 30, 2026. However, either the City or the Chamber shall, upon affording proper written notice in the manner herein below provided, have the option to terminate this Agreement at any time within twelve (12) months after giving such notice. The City shall review the Agreement annually prior to budget adoption. The City and Chamber, by mutual consent of each governing body, may amend and/or extend this agreement.

X.

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the City Manager, City of Mission, 1201 E. 8th Street, Mission, Texas, 78572, or to the Mission Chamber of Commerce, 202 West Tom Landry, Mission, Texas, 78572.

XI.

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Chamber from participating with regional or state tourism programs or to contract for joint promotion with other agencies.

XII.

This Agreement shall be subject to the laws and statutes of the State of Texas and that exclusive jurisdiction shall lie in the state or district courts of Hidalgo County, Texas.

XIII.

The Chamber agrees to and shall indemnify and hold harmless and defend the City, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of the Chamber, its officers, agents and employees, carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both the Chamber and the City, that the indemnity provided for in this paragraph is also indemnity by the Chamber to indemnify and protect the City from the consequences of the City's own negligence, where the negligence is a concurring cause of the injury, death or damage. The Chamber shall carry or cause

to be carried public liability and bodily injury insurance on all automobiles used in the operations embodied by this agreement in the combined liability limits of Five Hundred Thousand and No/100 (\$500,000).

XIV.

The Chamber shall keep in effect a policy of general liability. Said insurance policy shall name the City as an additional insured. Said policy, or duplicate original thereof, must be filed with the City before any operations contemplated by this Agreement are begun.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

READ, CONSIDERED AND APPROVED on this the 14th day of October, 2025.

CITY OF MISSION

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

GREATER MISSION CHAMBER OF COMMERCE, INC.

Chairman of the Board



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RESOLUTION NO. ____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
APPROVING AN AGREEMENT BETWEEN THE CITY OF MISSION AND THE BOYS
AND GIRLS CLUB OF MISSION, INC. REGARDING THE TRANSITION OF THE
CLUB FROM A CITY DEPARTMENT TO AN INDEPENDENT NONPROFIT ENTITY
OPERATING AS A 501(C)(3).**

WHEREAS, the City of Mission has historically operated the Boys and Girls Club of Mission as a City department; and

WHEREAS, the City Council recognizes the importance of ensuring the continued success and sustainability of the Boys and Girls Club's programs and services for the youth of Mission; and

WHEREAS, the City and the Boys and Girls Club of Mission, Inc., a duly formed 501(c)(3) nonprofit organization, desire to enter into an agreement to effectuate the transition of the Club from a City department to an independent nonprofit entity; and

WHEREAS, the City Council finds that approving this agreement is in the best interest of the City, its residents, and the continued service to the youth of the community;

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

1. The City Council hereby approves the Agreement between the City of Mission and the Boys and Girls Club of Mission, Inc. regarding the transition of the Club from a City department to an independent nonprofit entity operating as a 501(c)(3).
2. The Mayor is authorized to execute the Agreement and any related documents necessary to carry out the intent of this Resolution.
3. This Resolution shall take effect on October 1, 2025.

PASSED AND APPROVED this 23rd day of September, 2025.

**AGREEMENT BETWEEN THE CITY OF MISSION AND
THE BOYS AND GIRLS CLUBS OF MISSION, INC.**

Item 43.

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This Agreement is made and entered into by and between the City of Mission, Texas, a home-ruled municipal corporation organized under the laws of the State of Texas (“City”) and the Boys and Girls Clubs of Mission, Inc. (“BGCM”), a nonprofit corporation organized under the laws of the State of Texas.

WHEREAS, BGCM is an independent nonprofit organization that provides youth services to families and children residing with the City of Mission and seeks to improve the quality of life for residents of Mission; and

WHEREAS, the City of Mission has previously provided operational and administrative services to BGCM, such as HR services and payment processing services, to assist BGCM with its administrative functions; and

WHEREAS, the City of Mission desires to assist the BGCM with its mission and activities and to define such assistance as stated herein this Agreement; and

WHEREAS, the City and the Board of Directors of BGCM have mutually determined that the City providing certain administrative services to the BGCM will be mutually beneficial to both entities.

WHEREAS, in the event that the BGCM ceases to operate as a nonprofit organization in good standing, fails to substantially perform its charitable mission, or dissolves, the City shall have the right, but not the obligation, to assume ownership, management, and/or control of the Organization’s facilities, programs, and assets. The Organization agrees to cooperate fully in effectuating such transfer upon written notice by the City, solely to ensure continuity of community services consistent with the Organization’s original mission.

NOW THEREFORE, the City and BGCM hereby agree as follows:

1. **Services**

The City shall provide the following exclusive list of services for BGCM:

- a. City of Mission shall provide BGCM funding in the amount of \$700,000 each fiscal year that this agreement is in effect, and subject to appropriation, for administrative and utility expenses.
 - i. Funding is contingent upon BGCM’s continued compliance with all reporting and performance requirements as established by the City, including submission of quarterly performance reports detailing program outcomes and participant metrics, an annual financial report, and a copy of BGCM’s annual IRS Form 990.

- b. BGCM Personnel shall be employees of the City of Mission which will continue to provide benefits to employees, where human resources will continue to process employees, including onboarding new hires, background checks, new hire orientation, and employee discipline including termination.
- c. The City Council's approval of this Agreement constitutes authorization for the City to identify and transfer ownership of specific fixed assets located at BGCM sites that are determined by the City Manager, in consultation with the Finance Director, to be essential and reasonably necessary for the continued operations of the BGCM. The City shall retain sole discretion to identify, classify, and approve which assets qualify as operationally necessary. Any asset not deemed essential for BGCM operations shall remain property of the City of Mission.
- d. Accounting and financial services:
 - i. BGCM shall maintain a bank account that is separate from any City of Mission bank account.
 - ii. BGCM shall create and manage its own purchasing, procurement and investment policies.
 - iii. BGCM shall continue to have view-only access to the City's Incode system, solely for auditing purposes as required for annual reporting, and only until such time as the system is no longer needed and BGCM has fully transitioned to its own accounting system, unless otherwise required and approved by the City's Finance Director and City Manager. All access shall remain subject to the City's IT security and access control policies.
 - iv. BGCM shall approve and submit approved timesheets for payroll, and City shall continue to process BGCM payroll for insurance and benefits.
 - v. BGCM shall, upon request by City, make available all accounting and financial documents, records, audits, to City for review.
- e. Requirements for governance:
 - i. The Bylaws and Articles of Incorporation of the Organization shall be amended within sixty (60) days to provide that if the Organization ceases to operate as a nonprofit organization in good standing, fails to substantially perform its charitable mission, or dissolves, the City of Mission shall have the right, but not the obligation, to assume ownership, management, and/or control of the Organization's facilities, programs, and assets. The Organization shall cooperate fully with the City to effectuate such transfer upon written notice, solely to ensure continuity of community services consistent with the Organization's original charitable mission.
 - ii. The Organization shall provide written confirmation to the City, certified by its Board of Directors or Secretary, that these amendments have been adopted and filed with the appropriate state authorities within the sixty (60) day period.
 - iii. The Organization shall establish an internal protocol/procedure to ensure Board members are fundraising as a part of their Board responsibilities.
 - iv. The Organization will be required to have a minimum of one (1) ex-officio

member to be a council member, or another member of the public at council's discretion.

Item 43.

2. Consideration

BGCM will be authorized use of city facilities, athletic fields, and other areas approved by City for programming, events, and other club related events and activities.

3. Term

The term of this Agreement shall be from October 1, 2025, to September 30, 2026.

4. Notice

All notices and communications regarding the term of this Agreement to any party shall be in writing. If mailed, any notice or communication shall be deemed to have been received three (3) days after the date of its deposit into the United States mail, first class, postage prepaid. Unless otherwise provided in this Agreement, all notices shall be delivered to the following address:

City of Mission Attention:
City Manager
1201 E 8th St.
Mission, Tx 78572

Boys & Girls Club of Mission Attention:
President, Board of Directors
209 W 18th St.
Mission, Tx 78572

5. Parties in Interest

This Agreement shall be for the sole and exclusive benefit of the City and the BGCM and shall not be construed to confer any benefit or right upon any other parties.

6. Indemnification

To the maximum extent allowed by law, BGCM agrees to and shall indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of BGCM, its agents, officers and employees. BGCM agrees to assist City in defense of claims or litigation brought against the City related to this project, including but not limited to providing written witness statements, documents, and witness testimony upon demand.

7. Limitation of Liability

BGCM agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

8. Severability

In the event any clause, phrase, provision, sentence, or part of this Agreement shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional.

9. No Waivers

No failure or delay of the City, in any one or more instances in exercising any power, right, or remedy under this Agreement shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy.

10. Dispute Resolution

If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of both Parties. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, either party may initiate litigation to resolve the dispute. The law of the State of Texas shall control the Dispute. Venue is mandatory in State courts located in Hidalgo County, Texas. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and costs

11. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes all other negotiations and agreements between the City and BGCM, whether written or oral.



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025
PRESENTED BY: Juan Pablo "JP" Terrazas, Interim City Manager
AGENDA ITEM: Authorization to execute a Reimbursement Agreement between the City of Mission and Mission Redevelopment Authority for the Inspiration Road Trunk Masterplan – Lift Station 10 Re-route Project – Terrazas

NATURE OF REQUEST:

The public improvements consist of the design, engineering, construction management, material testing, and utility improvement of the Public Improvements that are eligible for financing by the Authority under the Project and Financing Plan for the Inspiration Road Trunk Masterplan, not to exceed \$1,386,840.00.

The Reimbursement Agreement was approved by the MRA on October 7, 2025. A budget amendment is required to recognize revenue from the TIRZ reimbursement agreement and the cost of design and engineering services.

The budget amendment will be presented during the mid-year review.

BUDGETED: _____ **FUND:** _____ **ACCT. #:** _____
BUDGET: \$ _____ **EST. COST:** \$ _____ **CURRENT BUDGET** \$ _____
BALANCE: _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: MRA/TIRZ #1 Approval

City Manager's Recommendation: Approval *AG / JP7*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (this “Agreement”), effective as of **October 14, 2025**, is made by and between MISSION REDEVELOPMENT AUTHORITY (the “Authority”), a local government corporation created and organized under the provisions of the Texas Transportation Corporation Act, Chapter 431, Transportation Code, and authorized and approved by the City of Mission, Texas pursuant to Resolution No. 1021 adopted on November 26, 2001, acting by and through its governing body, the Board of Directors (the “Authority Board”), REINVESTMENT ZONE NUMBER ONE, CITY OF MISSION, TEXAS (the “TIRZ”), a tax increment reinvestment zone created by the City of Mission, Texas pursuant to Chapter 311, Texas Tax Code, as amended, acting by and through its governing body, the Board of Directors (the “TIRZ Board”), and THE CITY OF MISSION, TEXAS (the “City”), a Texas home-rule city.

RECITALS

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

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

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

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

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

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

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

WHEREAS, the City has determined that it will carry out and fund the Inspiration Road Trunk Masterplan – Lift Station 10 Reroute Project, 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 Lift Station No. 10 Re-route, more particularly described in Exhibit A (the "Public Improvements"). The Parties acknowledge that the Public Improvements will be financed and designed, and all necessary right of way will be acquired by the City and consistent with the terms of this Agreement.

3.2 Project Costs. The Project Costs eligible under this Agreement shall be the City's actual design, engineering, construction management, material testing, and utility improvement and the yearly maintenance costs of the Public Improvements that are eligible for financing by the Authority under the Project and Financing Plan, not to exceed \$1,386,840.00, and shall not include interest.

ARTICLE 4 DUTIES AND RESPONSIBILITIES OF THE CITY

4.1 Design Engineering and Right-of-Way Acquisition. The City shall cause the design of the Public Improvements and acquire all necessary rights-of-way, securing all necessary permits and approvals therefor, and complying with all applicable competitive bidding laws. As applicable, the City will provide bid tabs and other information reasonably requested by the Authority to document the scope of the Public Improvements, and the costs thereof. Once the City has completed design 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 **\$1,386,840.00**. 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 **14th** day of **October**, 2025.

MISSION REDEVELOPMENT AUTHORITY

By: _____
Martin Garza, Chairman

ATTEST:

Aissa. I. Garza, Secretary

**REINVESTMENT ZONE NUMBER ONE, CITY
OF MISSION, TEXAS**

By: _____
Martin Garza, Chairman

ATTEST:

Aissa I. Garza, Secretary

CITY OF MISSION, TEXAS

By: _____
Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

Exhibit A

STATE OF TEXAS §
 §
 COUNTY OF HIDALGO §

**INTERLOCAL AGREEMENT
 BETWEEN CITY OF MISSION, TEXAS AND
 AGUA SUD SPECIAL UTILITY DISTRICT**

THIS agreement is made on this the 23 day of June, 2025 (the "Effective Date") by and between by and between the CITY OF MISSION, TEXAS, (hereinafter referred to as the "City") and AGUA SPECIAL UTILITY DISTRICT (hereinafter referred to as "Agua SUD") and collectively referred to as the "Parties", pursuant to the provisions of the Texas Interlocal Cooperation Act (the "Act"), Chapter 791 et seq., Texas Government Code, as follows:

WITNESSETH:

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services, and

WHEREAS, the City of Mission, Texas is a Texas Municipality and Home Rule City as set forth in VTCA Government Code§ 791.003 (4), and

WHEREAS, Agua SUD, is a special utility district in Hidalgo and Starr Counties created under and essential to accomplish the purposes of Section 59, Article XVI, Texas Constitution and operating in accordance with Chapter 7201, Special District Local Laws Code, and Chapters 49 and 65, Water Code; and

WHEREAS, the City of Mission sanitary sewer trunkline along Inspiration Road has reached maximum capacity during storm events due to infiltration; and

WHEREAS, Lift Station Number 10 currently discharges over 2 MGD of wastewater into the Inspiration Road sanitary sewer trunkline and this flow is contributing to the trunkline reaching maximum capacity; and

WHEREAS, the City has determined that rerouting a portion, up to 500 thousand gallons (kgal) per day of the effluent flow coming from City of Mission Lift Station Number 10 to the Agua SUD P2 Lift Station located on La Homa Road will offset the flow from the trunkline and allow it to be more manageable to maintain; and

WHEREAS, Agua SUD has agreed to reroute the effluent flow from Lift Station Number 10 through their system and ultimately discharge at the City of Mission Wastewater Plant; and

WHEREAS, Agua SUD and the City agree that it is mutually beneficial to both entities and that this will ensure the public health and safety of the community.

WHEREAS, the Parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance, or those payments from current revenues legally available to each party.

NOW THEREFORE, for an in consideration of the foregoing mutual benefits, covenants, and agreements herein expressed and other good and valuable consideration, the receipt of which is hereby acknowledged, Agua SUD and City agree as follows:

AGREEMENT:

1. **Recitals:** The recitals set forth above are true and correct and are incorporated herein by reference for all purposes.
2. **Purpose:** The purpose of this Agreement is to reroute the City of Mission's Lift Station Number 10 as identified under Exhibit A, attached hereto.
3. **Effectiveness and Duration:** This Agreement shall begin and be effective on June 23, 2025, 2025. For this Agreement to be effective, it must be approved at a public meeting and properly executed by the City and Agua SUD, and their respective Board and/or Council.

This Agreement shall be effective for an initial term of five (5) years. Following this initial period, this Agreement shall be extended by up to two (2) additional five (5) year periods, unless on or before 60 days before the expiration of the initial term or one of the extension periods, the City or Agua SUD provide to the other party written notice of its desire to not automatically renew this Agreement.

4. Installation and Maintenance:

4.1. Agua SUD agrees to reroute up to 500 kgal per day of effluent from Lift Station Number 10 to the Agua SUD P2 Lift Station with the effluent flow ultimately discharging at the City of Mission Wastewater Treatment Plant.

4.2. Agua SUD agrees to perform all rerouting work and to accept all obligations for the maintenance of the Lift Station on La Homa Road and acknowledges that from the Effective Date until the termination of this Agreement, the City shall have no obligation to maintain, operate, or provide any services relating to the P2 Lift Station. Notwithstanding the foregoing, in the event of an emergency that has or is likely to result in effluent capacity without performing emergency repair or maintenance, City agrees to coordinate with Agua SUD on the repair and assist by providing necessary and available equipment and labor, as mutually agreed to by the Parties.

4.3. City agrees to accept all responsibilities for the maintenance of its Wastewater Treatment Plant.

4.4. **Service Rates:** Throughout the term of this Agreement, Agua SUD shall charge the City for Wastewater reroute services at a set rate of \$1.089 per thousand gallons (\$1.089 per 1,000 gallons) on a monthly basis.

4.4 **Maintenance Recovery Cost:** Throughout the term of this Agreement, Agua SUD shall charge the City for Recovery Cost of Agua SUD wastewater collection system of a depreciation fee of \$10,000.00 per year.

4.5 **Reduction in Wastewater Treatment Cost.** City agrees to subtract the measured amount of wastewater effluent rerouted from Lift Station Number 10 to the Agua SUD P2 Lift Station from the total amount of wastewater treatment invoiced by the City to Agua SUD for wastewater treatment.

5. Nature of Relationship. Nothing contained in this Agreement shall be deemed or constructed to create the relationship of principal and agent or that of partnership or joint venture or any association between the Parties, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed. No provision contained in this agreement, nor any acts of the Parties hereto shall be deemed to create any relationship between City and Agua SUD other than what is specifically described within the agreement.

6. Immunities. The parties to this Agreement agree that each party, each through its officials, employees, and agents, shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of the event permitted under this Agreement, without waiving any sovereign or governmental immunity available to any party under Texas law and without waiving any available defenses under Texas 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.

7. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8. Entire Agreement: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and Agua SUD, and not otherwise.

9. TEXAS LAW TO APPLY: THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. Notice: Except as maybe otherwise specifically provided in this Agreement, all notices,

demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Mission
Mike R. Perez, City Manager
1201 E. 8th St
Mission, Texas 78572

With Copy to:
City Attorney's Office
Patricia A. Rigney, City Attorney
1201 E. 8th St
Mission, Texas 78572

If to AGUA SUD: Agua SUD
Roberto Salinas, General Manager
P.O. Box 4379
Mission, Texas 78575-0075

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. 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.

12. 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.

13. Assignment: This Agreement shall not be assignable.

14. Headings. The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

15. Authority to Execute. The execution and performance of this Agreement by the City and Agua SUD have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and Agua SUD in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

APPROVED BY AGUA SUD SPECIAL UTILITY DISTRICT ON June 17, 2025.

AGUA SUD SPECIAL UTILITY DISTRICT



Jose Luis Ochoa, Jr., President

ATTEST:


Roberto Salinas, General Manager

APPROVED BY THE MISSION CITY COUNCIL ON June 23, 2025.
Agenda Item No. 41

CITY OF MISSION:



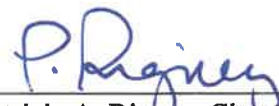
NORIE GONZALEZ-GARZA, MAYOR

ATTEST:



Anna Carillo, City Secretary

APPROVED AS TO FORM:



Patricia A. Rigney, City Attorney





CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025

PRESENTED BY: Juan Pablo "JP" Terrazas, Co-Interim City Manager

AGENDA ITEM: Ratification of Work Authorization No. 28 with Melden and Hunt, Inc. for Lift Station No. 10 Re-Route Project in the amount of \$185,640.00, in accordance with the approved Reimbursement Agreement – Terrazas

NATURE OF REQUEST:

The Mission Redevelopment Authority/TIRZ #1 Board approved the Reimbursement Agreement at their October 7, 2025 meeting for the Lift Station No. 10 Re-route project. This item is a ratification of Work Authorization No. 28 with Melden & Hunt, Inc. 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 rate of the total construction cost was established as follows: Design Survey 2% - \$21,840.00; Engineering Fee 8% - \$87,360.00; Construction Management 2% - \$21,840.00; and Material Testing 5% - \$54,600.00, for an estimated total amount of \$185,640.00.

BUDGETED: No **FUND:** _____ **ACCT. #:** _____

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

BALANCE: _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: MRA/TIRZ #1 Approval

City Manager's Recommendation: Approval *AG / JP7*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

WORK AUTHORIZATION FOR PROFESSIONAL SERVICES No. 28

PROJECT NAME: Lift Station No. 10 – Re-Route Project
PROJECT NUMBER:

CLIENT: City of Mission
CLIENT ADDRESS: 1201 East 8th Street
Mission, Texas 78572
Attention: Juan Pablo Terraza P.E., Assistant City Manager

Hereby requests and authorizes Melden and Hunt, Inc. (MHI) to perform the following services:

SCOPE: Services to be performed by MHI is outlined and further described in “**ATTACHMENT A – Scope of Service**” attached herewith and made a part of this authorization.

COMPENSATION: Compensation to be on a basis of a fixed fee in the amount of \$185,640.00. If the general scope, extent, or character of this authorization is increased through no fault of MHI, the amount of compensation provided herein shall be subject to adjustment in accordance with **Article 9 “Additional Services”** of the attached **PROVISIONS**.

If additional, technical, or professional services are furnished by an outside source, an additional 10% shall be added to the cost of service for administrative costs.

Approved for **MELDEN & HUNT, INC.**



By: Ruben James De Jesus, P.E.
Title: Vice-President
Date: 8-20-2025

Approved for **CITY OF MISSION**

By: Juan Pablo "JP" Terrazas
Title: Interim City Manager
Date:

PROVISIONS

1. AUTHORIZATION TO PROCEED

Signing this form shall be construed as authorization by CLIENT for MHI to proceed with the work, unless otherwise provided for in the authorization.

2. OUTSIDE SERVICES

When additional, technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for MHI's administrative costs, as provided on the previous page for the authorization.

3. COST ESTIMATES

Any cost estimate provided by MHI will be on a basis experience and judgment, but since it has no control over market conditions or bidding procedures MHI cannot warrant or guarantee that bids or ultimate construction costs will not vary from these cost estimates.

4. PROFESSIONAL STANDARDS

MHI shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. MHI makes no other warranty, expressed or implied.

5. TERMINATION

Either CLIENT or MHI may terminate this authorization by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay MHI in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

6. LEGAL EXPENSES

In the event legal action is brought by CLIENT or MHI against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the party such reasonable amounts for fees, costs and expenses as may be set by the court.

7. PAYMENT TO MHI/INTEREST ON PAST DUE AMOUNTS

Monthly invoices will be issued by MHI for all work performed under the terms of this authorization. Invoices are due and payable on receipt. Interest at the rate of 1.5% per month will be charged on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to MHI, and if such interest exceeds the principal balance of CLIENT's indebtedness to MHI will be returned to the CLIENT. It is the intent of MHI and CLIENT to abide by all applicable laws regulating the maximum amount of interest which may be charged. To the greatest extent allowed by applicable law, CLIENT and MHI agree that in the event CLIENT and MHI enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past due invoice, MHI may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1.5% per month or the highest rate allowed by law, subject, as

provided herein, to MHI agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid.

8. LIMITATION OF LIABILITY

MHI's liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount not greater than the fee earned under this agreement. No employee or agent of MHI shall have individual liability to the CLIENT.

9. ADDITIONAL SERVICES

Service in addition to those specified in Scope will be provided by MHI if authorized in writing by the CLIENT. Additional service will be paid for by the CLIENT in accordance with "Attachment B – Hourly Rate Schedule" or as indicated in the Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and MHI, and which is referenced under Compensation.

10. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the above proposed fee. Sales tax at an applicable rate will be indicated on invoice statements.

11. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the client is informed that any complaints about surveying service may be forwarded to the Texas Board of Professional Land Surveying, 7701 North Lamar, Suite 400, Austin, Texas 78752, (512) 452-9427.

12. TERMINATION FOR NON-PAYMENT OF FEES

MHI may terminate this contract by giving written notice if any of MHI's invoices remains unpaid for more than sixty (60) days. MHI's right to terminate this contract shall not be waived by MHI even if MHI continues performance during any period of investigation to determine the reasons for CLIENT's nonpayment.

In case any one or more of the provisions contained in this Authorization shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

13. ACCESS

The CLIENT shall provide MHI safe access to any premises necessary for MHI to provide the services.

ATTACHMENT “A”

SCOPE OF SERVICES

Work on this project is as follows:

PROJECT LOCATION AND LIMITS:

Re-route of City of Mission Lift Station No. 10 partial flow to AGUA SUD lift station located on FM 364 by forcemain.

PROFESSIONAL SERVICES:

Upon execution of this work authorization, the CLIENT will engage MHI to perform professional engineering services necessary to accomplish the following tasks indicated below.

Task 1: Design Survey

MHI will provide adequate topographical survey work to draw existing conditions and accurately indicate where existing infrastructure is located for design plans of a collection system for the project area as indicated in Exhibit B.

Task 2: Plans, Specifications, Estimates, Bidding, & Construction Admin –

The following scope of work defines the work tasks necessary for MHI to perform the final design and the preparation of Contract Documents, consisting of Drawings and Specifications, for construction of the indicated system improvements. Design services consist of those tasks, which are essential to the completion of a biddable set of Contract Documents for the proposed project.

MHI shall prepare detailed Drawings for the construction of the project, using the ENGINEER’S standard engineering approach for design, level of detailing and presentation on the Drawings.

MHI shall prepare the General Conditions, Supplementary General and Technical Specifications. Specifications shall be prepared in the Construction Specifications Institute (CSI) format consistent with the ENGINEER’S latest version.

MHI shall prepare a final estimate of probable construction cost, based on the Final Design submittal, which shall also include a breakdown by bid item. The Final Design construction cost estimate, in accordance with the AACE guidelines, is +15/-5 percent. That is, the estimated probable Project construction costs may be 15 percent higher or 5 percent lower than the actual bid on the Project.

MHI shall provide four sets of reproducible Contract Documents to the CLIENT as a Final Submittal.

MHI will perform all work associated with Bid Phase Services.

MHI will provide support services during the construction phase of the project. By performing these services, the ENGINEER shall not have authority or responsibility to supervise, direct, or control the Contractor’s work or the Contractor’s means, methods, techniques, sequences, or procedures of

construction. MHI shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. A single construction contract will be developed for this project.

MHI will provide construction inspection support services during the construction phase of the project.

ADDITIONAL SERVICES

Any items requested by the CLIENT that are not outlined in the above scope would be considered additional services and would be provided as requested and authorized by the CLIENT. MHI can provide or obtain the following services but they are not included in the limited scope of this agreement. This is not an all-inclusive list of additional services and additional tasks may be added as seemed necessary on a project-by-project basis.

1. Environmental Services
2. Submittal Fees, Permitting Fees, Reimbursement Fees for Impact Fees
3. Reimbursement Contracts
4. Construction staking unless otherwise specified
5. Resident Project Representative Services
6. Coordination, engineering design, and or relocation plans for dry utilities (i.e. gas, electric, telephone, and cable)
7. Preparation of a traffic control plan for adjacent roadways.
8. Off-site Drainage Design
9. Review fees of any kind as may be required by the County, State, Federal or other agencies.
10. Coordination and/or attendance of public meetings, unless otherwise specified
11. Geotechnical Services
12. Traffic Impact Analysis
13. Site Lighting
14. Elevation Certificates
15. Court appearances, depositions, or any other involvement in litigation

FEE AND BILLING

MHI will accomplish the services described in Task 1 and Task 2 for a fixed fee basis. Service will be billed on a monthly basis. Additional services will be billed on an hourly rate as defined in Attachment "B".

Task 1 – Design Survey	\$ 21,840.00
Task 2 – Engineering Design, Specifications, Estimates, Bidding, Construction Administration Constructional Material Testing	\$163,800.00
Total	\$185,640.00

ATTACHMENT "B"**Hourly Rate Schedule**

Extra services requested of the Engineer by the Owner, for which compensation is not specifically covered elsewhere in this Agreement, shall be furnished by the Engineer at hourly rates and reimbursement for direct non-labor expense and subcontractor expense at invoice cost plus 10% service charge. Fee schedule is as follows:

<u>Position/Title</u>	<u>Fee</u>
Principal	\$150
Senior Project Manager	\$125
Project Manager	\$125
Engineer-in-Training	\$ 90
Senior Design Technician	\$ 80
Senior CADD Technician	\$ 65
Inspector	\$ 65
Survey Crew	\$140
Clerical	\$ 35

Materials	COST Plus
Reimbursables	COST Plus
Travel	At Costs
Printing	Billed Costs
Shipping	Billed Costs



Melden & Hunt, Inc.
 TBPE Firm No. F-1435
 Established In 1947
 115. W. McIntyre St
 Edinburg, Texas
 Office: (956) 381-0981

DATE: 8/26/24

Inspiration Road Trunk Masterplan - Lift Station 10 Reroute
Opinion of Probable Construction Costs

OWNER:
 DESIGN STATUS:

City of Mission
 (No Design Completed)

Lift Station Improvements

1.	12" PVC Forcemain	LF	6,550.00	\$110.00	\$	720,500.00
2.	Manhole w/Air Relief Valves	EA	8.00	\$8,000.00	\$	64,000.00
3.	24" Bore w/Casing	LF	350.00	\$450.00	\$	157,500.00
4.	Lift Station 10 - Pump Upgrades	LS	1.00	\$150,000.00	\$	150,000.00
Total Utility Improvements:						\$ 1,092,000.00

Total Project Improvements:						\$ 1,092,000.00
	Design Survey (2%)		\$	21,840.00		
	Engineering Fee (8%)		\$	87,360.00		
	Construction Management (2%)		\$	21,840.00		
	Material Testing (5%)		\$	54,600.00		
	Total Engineering				\$	185,640.00
	Contingency (10%)				\$	109,200.00
Project Improvements Grand Total :						\$ 1,386,840.00

AUGA SUD OPERATION COST

1.	Power Cost @ 500,000 GPD	Monthly 1K GALs	15,000.00	\$1.09	\$	16,333.50
	** \$1.0889 per 1,000 gal					
				Yearly Cost	\$	196,002.00
2.	Pump Depreciation Cost Per Year	LS	\$ 1.00	\$10,000.00	\$	10,000.00
Project Yearly Maintenance :						\$ 206,002.00

****Rate Calculation**

Avg Monthly Electrical Bill = \$2,247
 (15 month cycle)

Avg Monthly Flow = 8,000 Gal/1K
 Rate Calculation: Monthly Elec. Cost/Monthly Flow
 $\$2,247 / 8,000 = 0.2808$

Multiplier of 3 Downstream Lift Stations
 $0.2808 \times 3 = 0.8424$

Electrical Provide Rate Increase
 $(0.0595 - 0.07733 / 0.0595) \times 100 = 29.26\%$

Adjusted Rate Cost per 1k Gallons
 $(0.8424 \times 0.2926) + 0.8424 = 1.0889$



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025

PRESENTED BY: Xavier Cervantes, Director of Planning

AGENDA ITEM: Plat Approval: Mayfair at Trinity, a Private Subdivision, being a 27.272 acre tract of land out of Lot 15-11, West Addition to Sharyland and out of Lots 1 and 4, and all of Lot 2 and 3, Rees Subdivision, Developer: Dolcan Development, Inc., Engineer: Melden & Hunt, Inc., - Cervantes

NATURE OF REQUEST:

Project Timeline:

- April 2, 2024 – City Council convened for Preliminary Approval
- May 14, 2024 – Hosted a Preconstruction Conference to sign construction plans and issue a Notice-to-Proceed
- October 3, 2025 – A Final Walk-Thru was held to conduct on-site inspections with all parties involved.
- October 14, 2025 – Consideration of the requested Plat Approval by the City Council.

Summary:

- The property is located at the Northeast corner of Bryan Road and Trinity Street. The land is currently open with a proposed use of 77 single family residential lots and 1 commercial lot. This subdivision will be private/gated. A payment in the amount of \$500.00 per dwelling unit shall be required as per the parks ordinance prior to plat recording
- The internal streets are 32' Back-to-Back within a 50' ROW. Access to the subdivision will be from Bryan Road and Trinity Street. All internal streets will be private.
- This subdivision was granted 2 variances: The developer will utilize private street names vs. the City's grid system. In addition, a variance was granted to allow 5 foot side setback.
- Water will be supplied through main lines running to and through the subdivision which will be looped from Bryan Road and Trinity Street. There will be 9 fire hydrants protecting the site as per the direction of the Fire Marshal's office. Water Rights conveyance or payment shall be collected in the amount of \$3000 per acre prior to recordation of the subdivision. The City's sanitary sewer will collect from 4" stubouts placed front and center of each lot. The Capital Sewer Recovery fee will be imposed at \$200 per lot and \$750 per acre for the commercial lot.
- This subdivision lies in flood zone "B" per FEMA Community Panel No. 480334 0400 C. Drainage for this subdivision shall consist of surface runoff into the streets and collected

by inlets and discharge into the existing South Mission Lateral. The City's engineering department has reviewed and approved the drainage report and design.

STAFF RECOMMENDATION:

Staff recommends approval of the plat as presented.

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *JP7*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

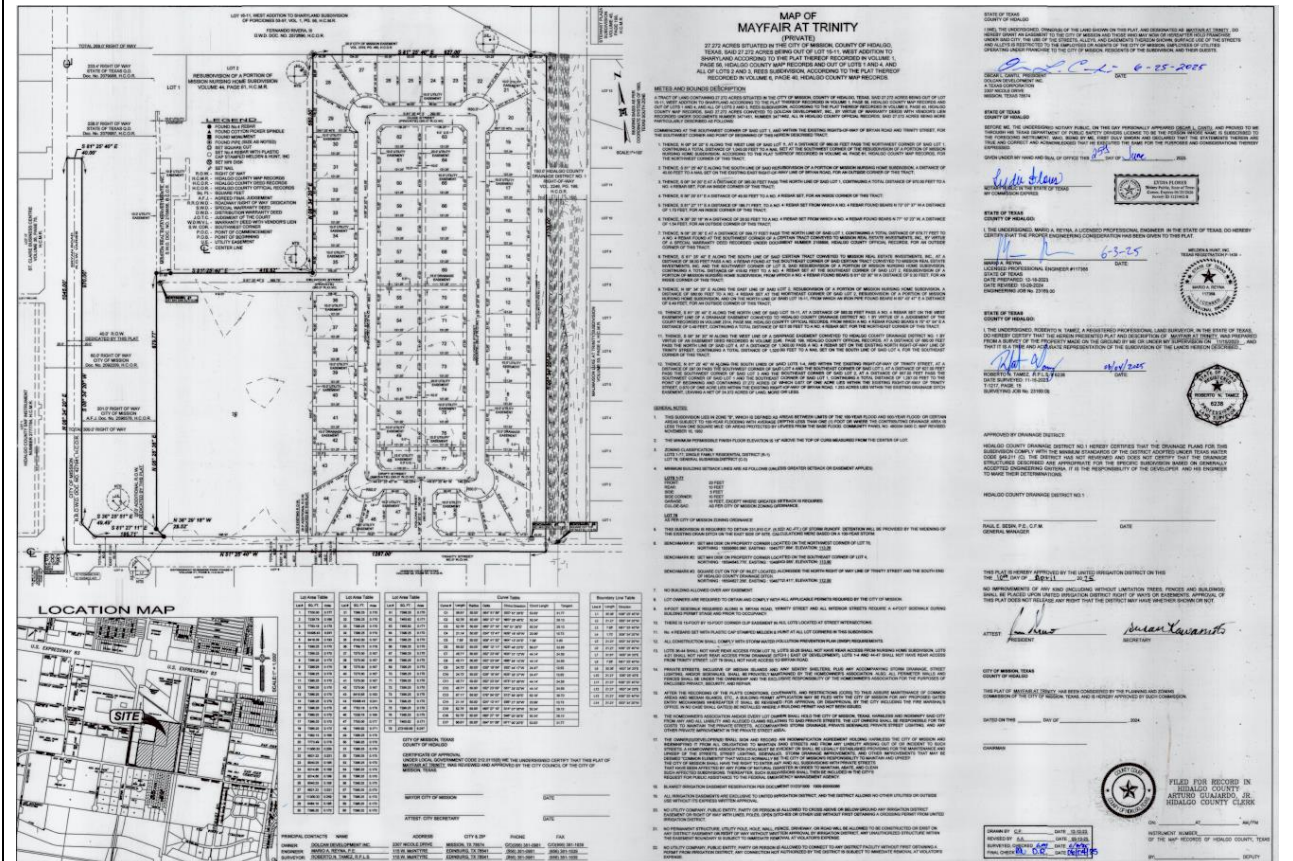
TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

PLAT



AERIAL PHOTO



VARIANCES REQUESTED



TBPELS Firm # F-1435
TBPELS # 10096900

February 16, 2024

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

MARIO A. REYNA • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ

MS. SUSIE DE LUNA, PLANNING DIRECTOR
MISSION PLANNING DEPARTMENT
1201 E. 8th St.
Mission, TX 78572

Re: MAYFAIR AT TRINITY SUBDIVISION (PRIVATE) – STREET NAMES

Dear Ms. De Luna:

On behalf of the developer, Dolcan Development Inc. and regarding the above referenced private residential development, we are respectfully requesting to utilize the following street names:

- Delwood Street
- Derby Street
- Duke Street
- Dolores Street
- Drift Street
- Dolcan Street

The developer feels that the above referenced names will add character to this private development. Your consideration of this request is greatly appreciated. If you have any questions or concerns, please contact our office at (956) 381-0981.

Sincerely,
MELDEN & HUNT, INC.

Mario A. Reyna, P.E.
President

VARIANCES REQUESTED



TBPELS Firm # F-1435
TBPELS # 10096900

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

MARIO A. REYNA • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ

January 9, 2024

MS. SUSIE DE LUNA, PLANNING DIRECTOR
MISSION PLANNING DEPARTMENT
1201 E. 8th St.
Mission, TX 78572

Re: MAYFAIR AT TRINITY SUBDIVISION (PRIVATE) – Variance Request

Dear Ms. De Luna:

On behalf of the developer, Dolcan Development Inc. and regarding the above referenced private residential development, we are asking for the following variance from the City of Mission's ordinances for the following:

1. Side Setback - we are requesting 6 feet to 5 feet.

This proposed development will have a similar concept to the existing Mayfair Residence Subdivision located just east of this property and that same builder that built that subdivision with no issues, will be the same builder for this development. We respectfully request your consideration of the above referenced variance at your next P&Z Meeting Agenda for consideration and approval.

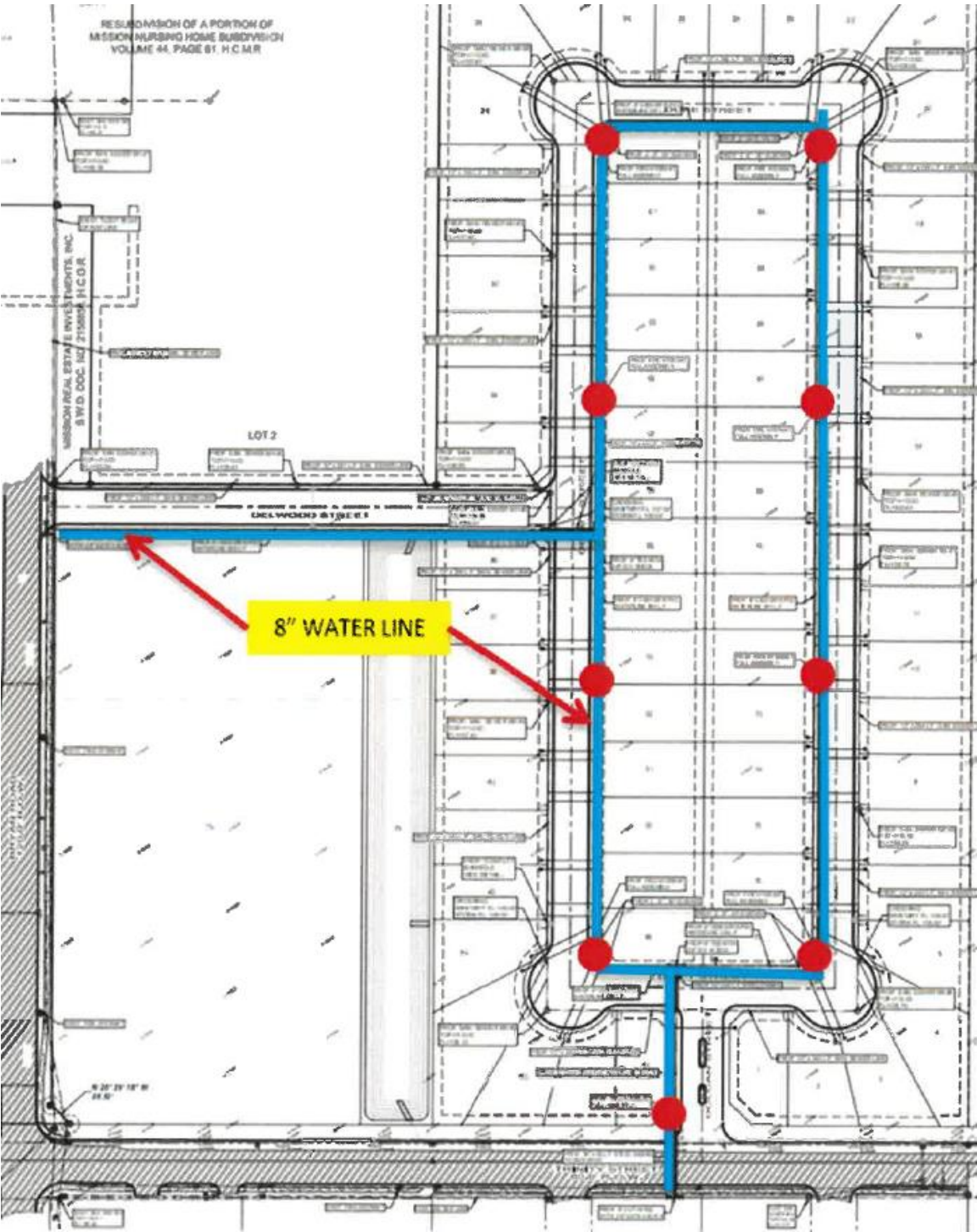
If you have any questions or concerns, please contact our office. Thank you.

Sincerely,
MELDEN & HUNT, INC.

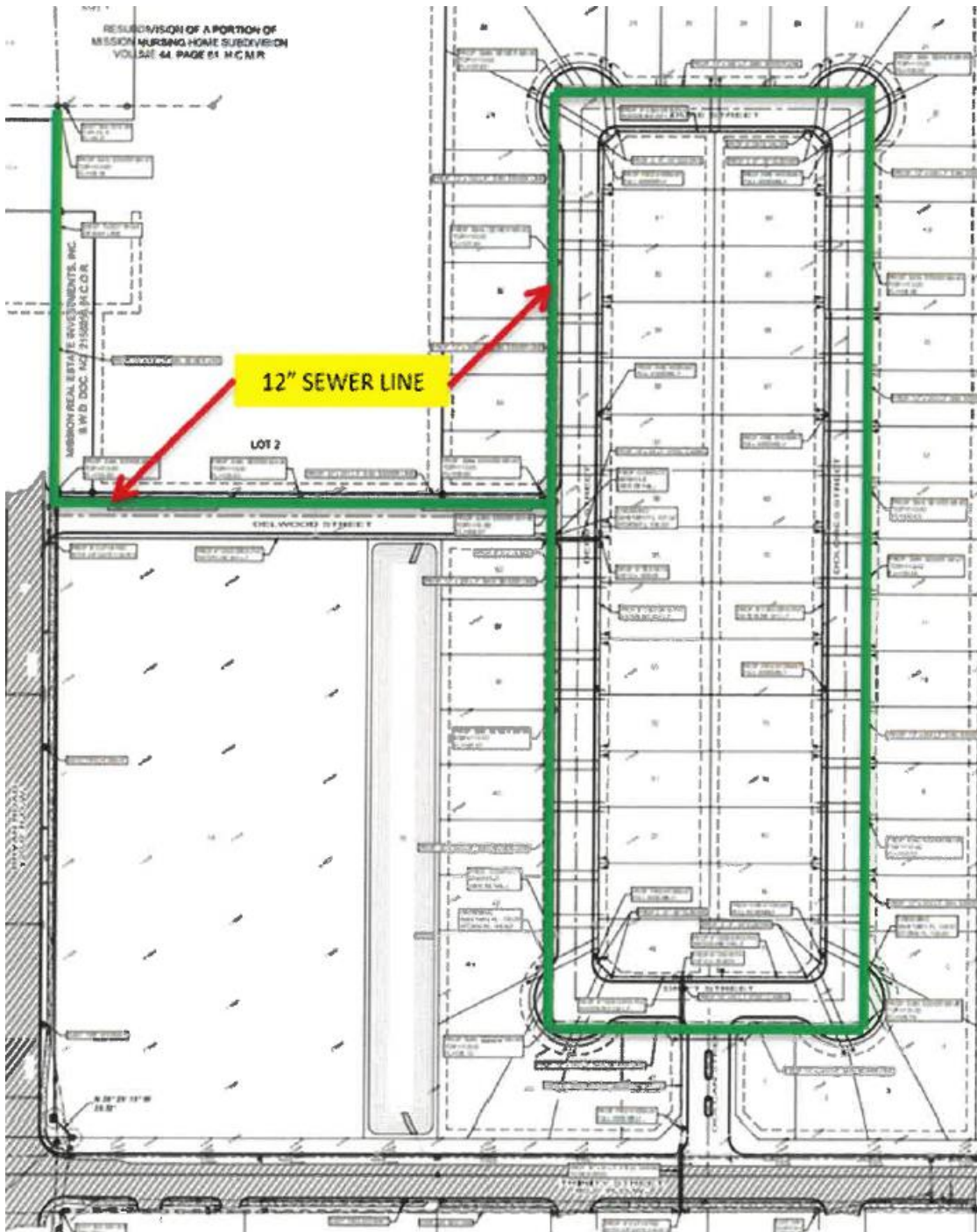
Mario A. Reyna, P.E.
President

UTILITY DISTRIBUTION

WATER LAYOUT



UTILITY DISTRIBUTION



UTILITY DISTRIBUTION

DRAINAGE REPORT



MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

MARIO A. REYNA • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ

Drainage Statement

MAYFAIR AT TRINITY

Project #23169.00 Date: December 20, 2023; Revised: January 09, 2024

Revised: July 12, 2024; Revised: September 24, 20224

MAYFAIR AT TRINITY A tract of land containing 27.272 acres situated in the City of Mission, County of Hidalgo, Texas, said 27.272 acres being out of Lot 15-11, West Addition to Sharyland according to the plat thereof recorded in Volume 1, Page 56, Hidalgo County Map Records and out of Lots 1 and 4, and all of Lots 2 and 3, Rees Subdivision. This subdivision lies in Zone "B", which is defined as areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood. Community Panel No. 480334 0400 C; Map Revised: November 16, 1982. The property is located on the northeast corner Bryan Road & Trinity Street. The property is currently open with a proposed use of 77 Multifamily lots, 1 Commercial lot, currently inside the City of Mission, Texas.

The soils in this area (28) Hidalgo sandy clay loam and (28) Raymondville clay loam, which are in Hydrologic Group "B" & "C". These soils are moderately pervious and have a relatively low plasticity index. (See excerpts from "Soil Survey of Hidalgo County, Texas").

Existing runoff is in a northeasterly direction, with a runoff of 17.83 c.f.s. during the 10-year storm frequency as per the attached calculations. Proposed runoff after development is 105.06 c.f.s., during the 50-year storm frequency, per the attached calculation, which is an increase of 87.17 c.f.s.

The proposed drainage for this subdivision shall consist of surface runoff from the lots into the proposed streets and collected by type "A" inlets located at key points within the subdivision. The pipe size diameters shall range from 24" to 42". The proposed storm system shall discharge into and existing South Mission Lateral located on the east side and running north and south.

In accordance with the City of Mission drainage policy, the peak rate of runoff in this subdivision will not be increased during the 100-year rainfall event due to the building of this subdivision. Therefore, as per attached calculations the required 231,810 cubic feet of detention will be provided within the widening of the existing H.C.D.D. #1, South Mission Lateral drain ditch.

☐ REJECTED	
☒ APPROVED FOR SUBMITTAL	
☐ TO H.C. PLANNING DEPT.	
☒ TO CITY	
☒ DISCHARGE PERMIT REQUIRED	
☒ DISTRICT FACILITY	
☐ CITY FACILITY	
☐ OTHER	
H.C.D.D. NO. 1	DATE 10-9-24

Mario A. Reyna, P.E. #117368



Date:



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025

PRESENTED BY: Mike Silva, Fire Chief

AGENDA ITEM: Granting a Variance of Ordinance No. 2198 allowing Mission CISD fireworks display on Friday, October 31, 2025 for Homecoming festivities under the supervision of Mission Fire Department and Mission Fire Prevention - Silva

NATURE OF REQUEST:

Consideration of a request to authorize a fireworks display on Friday, October 31, 2025, following the Homecoming game at approximately 10:00 p.m., to be held at Tom Landry High School Football Stadium, practice field on the west side of the stadium. All required safety precautions will be observed.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Fire

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

[Roel Villanueva<killervfireworks@gmail.com>](mailto:killervfireworks@gmail.com)

Anna Carrillo;Francisco Cavazos

Good afternoon,

Attached are supporting documents for variance request.

Date & Location:

Friday, October 31, 2025

Tom Landry High School Football Stadium Practice field on west side of the stadium

Time: At completion of Mission Veterans football game at approximately 10:00pm

Display Type and Length:

3-4 Minute 1.4G Pro display. **Absolutely NO 1.3G product will be used.**

Display Company Info:

Killer V Fireworks & Pyrotechnics

2950 Pecan Ave

Mercedes, TX 78570

(956)494-4201

KillerVFireworks@gmail.com

Attachments include:

Proposed shoot site map

State of Texas Special Effects License

Certificate of insurance

Please reach out to me via email, text, or phone call for any questions regarding this request.

Thank You,

Roel Villanueva, FPO, SEO, FEO

Killer V Fireworks & Pyrotechnics, LLC

(956)494-4201



CERTIFICATE OF LIABILITY INSURANCE

DATE (09/ Item 47.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PROFESSIONAL PROGRAM INSURANCE BROKERAGE DIVISION OF SPG INSURANCE SOLUTIONS, LLC 1304 SOUTHPOINT BLVD., #101 PETALUMA CA 94954	CONTACT NAME: PHONE (A/C. No. Ext): 415-475-4300 FAX (A/C. No): 415-475-4303 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Certain Underwriters at Lloyd's, London NAIC # AA-1128623
INSURED Killer V Fireworks and Pyrotechnics, LLC 2950 Pecan Avenue Mercedes TX 78570	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: BL-005888

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		PY/25-0135	05/31/2025	05/31/2026	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED \$	
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED \$ RETENTION \$							OCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A							PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Mission Cisd are Additional Insured as respects the Class C (1.4g) fireworks display(s) on 10/31/2025 located at 702 W. 15 st , Mission, TX 78572 . This policy provides a two-year extended reporting period from the date of the display. 30-day notice of cancellation and a 10-day notice for non-payment applies.

CERTIFICATE HOLDER

CANCELLATION

Mission Cisd 1201 Bryce Drive Mission TX 78572	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan Etter</i>
--	---

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POLICY NUMBER: PY/25-0135

PYROTECHNIC LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED**

Underwriter's at Lloyd's, London: Referred to in this endorsement as either the "Insurer" or the "Underwriters"
This endorsement modifies insurance provided under the following:

SECTION III. PERSONS INSURED

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following entity(ies) is an additional insured pursuant to Section III. e), but only as respects the specific Display or Special Effects listed on the attached Certificate of Insurance:

Name of Person or Organization (Additional Insured):

Mission Cisd

1201 Bryce Drive, Mission, TX 78572

10/31/2025

Any coverage afforded to any above person or entity as an Additional Insured shall apply only with respect to **Bodily Injury** or **Property Damage** directly resulting from (1) the **Named Insured's** ongoing operations performed for such specific person and entity; or (2) acts or omissions of the Additional Insured in connection with their general supervisions of the **Named Insured's** ongoing operations. Coverage for such person or entity as an Additional Insured does not apply to:

- (i) **Personal Injury and Advertising Injury Liability;**
- (ii) Fire Legal Liability;
- (iii) Employee Benefits Liability;
- (iv) **Bodily Injury or Property Damage** which the person or entity is obligated to pay as damages by reason of the assumption of liability under a contract or agreement but this shall not apply to liability for damages the person or entity would have in the absence of the contract or agreement;
- (v) **Property Damage** to: (1) property owned, used or occupied by or rented to such person or entity; (2) property in the care custody, or control of such person or entity or over which such person or entity is for any purpose exercising physical control; or (3) any work, including materials, parts or equipment furnished in connection with such work, which is performed for the person or entity by or on behalf of the **Named Insured**.
- (vi) **Products-Completed Operations Hazards;**
- (vii) Any obligation assumed by the Additional Insured in any contract related to the Display or Special Effects listed in the attached Certificate of Insurance.
- (viii) Such other **Claims, Accidents**, offenses, damages and/or liabilities which may be excluded pursuant to Section V. Exclusions of the Policy.

All other terms, exclusions and conditions of this Policy remain unchanged.

PY AI 006 6-14



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025

PRESENTED BY: Cesar Torres, Chief of Police

AGENDA ITEM: Request of the implementation of a speed hump in the area of 3112 N. Cummings Ave., in accordance with the City of Mission Code of Ordinances, Division 5, Speed humps, Section 110.351 to Section 110.354 – Torres

NATURE OF REQUEST:

The Mission Police Department received a request for a speed hump in the area of 3112 N. Cummings Ave. Representatives of the area previously filed an application with the City of Mission for the aforementioned speed hump. After review of the application by the City of Mission Planning Department, it was confirmed that over sixty-six percent of the homeowners were in favor of the placing of speed humps on their street. On June 12, 2025, the Traffic Safety Committee met and reviewed the request. The Traffic Safety Committee recommended implementing the requested speed humps in the area of 3112 N. Cummings Ave. The request is being forwarded to you for your review and consideration.

BUDGETED: _____ **FUND:** _____ **ACCT. #:** _____

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval of installation of rumble strips

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval of installation of rumble strips *JP7*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



SPEED STUDY

3100 N CUMMINGS AVE, MISSION, TEXAS

PREPARED BY:

TRAFFIC INVESTIGATOR ABRAHAM SANCHEZ #648

A speed study was conducted on the 3100 block of N. Cummings Avenue in response to a public request. The speed study was done on two random days of the week and were at random times to ensure no specific times were targeted.

The speed study was conducted May 20, 2025, from 3:25pm through 4:25pm, and May 21, 2025 from 22:55pm through 4:05pm. The speed study was done in person, in an unmarked police vehicle, and were done using a handheld STALKER LIDAR. The LIDAR was checked for proper function prior to beginning the study on both days.

The 3100 block of Cummings Avenue currently has signage on for the southbound lane and it is a "Slow Down, Children at Play" and a "Autistic Child at Play" sign.

There is no signage limiting speed limit so as per **Texas Transportation Code 545.352 (b)(1) Prima Facie Speed Limits**, the speed limit would be 30 miles per hour for this roadway. This roadway is a residential area with houses on both sides.

The results of the speed study are as follows:

On May 20th, between 3:25pm and 4:25pm, there were 12 vehicles traveling southbound on the roadway and the **average speed** of the vehicles was **18.4 miles per hour**. The fastest vehicle seen in the area traveling westbound was observed to be traveling 24 miles per hour. There were 7 vehicles seen going northbound on the roadway with an **average speed** of **14.8 miles per hour**. The fastest vehicle in the eastbound lanes was observed to be traveling at 19 miles per hour.

On May 21st, between 2:55pm and 4:05pm, there were 19 vehicles traveling southbound on the roadway and the **average speed** of the vehicles was **18.9 miles per hour**. The fastest vehicle observed in the westbound lanes that day was traveling at 24 miles per hour. In the northbound lanes, there were 9 vehicles observed, and their **average speed** was **18.8 miles per hour**. The fastest vehicle seen in the eastbound lane was observed to be traveling at 23 miles per hour.

There were NO vehicles seen traveling above the prima facie speed limit.

Photos taken in southbound lane from intersection of Cummings Avenue and Mile 2 North Road to the dead end of Cummings Avenue on 3000 block.



NORTH ↑

PHOTOS

All photos taken facing south while in southbound lanes. (No signage in northbound lane)



3100 BLOCK CUMMINGS AVENUE FROM THE SOUTHBOUND LANE







CITY OF MISSION - Code Enforcement Dept.
PRELIMINARY LABEL LISTING

January 29, 2025

Account Number	Name	Legal Description
B2540-00-000-0001-00 (458291)	BASTIDA AZUCENA 305 W MILE 2ND MISSION TX 78574	BENTLEY ACRES LOT 1
M5150-00-000-0002-00 (238698)	BRAVO ELIGIO S & BLANCA V 3117 N CUMMINGS AVE MISSION TX 78574	MISSION NORTH LOT 2-A
M5150-00-000-0002-01 (238699)	BARRIENTOS HECTOR & IRMA Y 3115 N CUMMINGS AVE MISSION TX 78574	MISSION NORTH LOT 2
M5150-00-000-0004-00 (238700)	SAENZ JOSE S & KARLA L 3113 N CUMMINGS AVE MISSION TX 78574	MISSION NORTH LOT 4
M5150-00-000-0005-00 (238701)	MARTINEZ CARLOS 3112 N CUMMINGS AVE MISSION TX 78574	MISSION NORTH LOT 5
M5150-00-000-0006-00 (238702)	ARRIOLA JESSE & ALMA R 3111 N CUMMINGS AVE MISSION TX 78574	MISSION NORTH LOT 6
M5150-00-000-0007-00 (238703)	MUNOZ JOSE G & BELMA 3110 N CUMMINGS AVE MISSION TX 78574	MISSION NORTH LOT 7
M5150-00-000-0008-00 (238704)	GARCIA JAVIER JR & BEPNICE ARLENE 3109 N CUMMINGS AVE MISSION TX 78574	MISSION NORTH LOT 8
M5150-00-000-0009-00 (238705)	LEAL RAMIRO III 3108 N CUMMINGS AVE MISSION TX 78574	MISSION NORTH LOT 9
M5150-00-000-0010-00 (238706)	ARRIOLA JESSE & ALMA ROSA 3111 N CUMMINGS MISSION TX 78574	MISSION NORTH LOT 10
M5150-00-000-0011-00 (238707)	VELA NORBERTO ANTONIO 806 NORTH ALTON BLVD ALTON TX 78573	MISSION NORTH LOT 11
M5150-00-000-0012-00 (238708)	CANO YOMARA ORELLANA 3105 N CUMMINGS AVE MISSION TX 78574	MISSION NORTH LOT 12
M5150-00-000-0013-00 (238709)	SALINAS RICARDO & MARY ALICE 3104 N CUMMINGS AVE MISSION TX 78574	MISSION NORTH LOT 13
M5150-00-000-0014-00 (238710)	GARZA DAINNA LYNN 3103 N CUMMINGS MISSION TX 78574	MISSION NORTH LOT 14
M5150-00-000-0015-00 (238711)	PEREZ ARMANDO & MARIA I 3102 N CUMMINGS AVE MISSION TX 78574	MISSION NORTH LOT 15

Public Works Department Speed Hump Program

☒ Owner	☐ Resident	<u>José Saez</u>	<u>3113 Cummings Ave.</u>	<u>[Signature]</u>
		Printed Name	Address	Signature
☒ Owner	☐ Resident	<u>Belma Muniz</u>	<u>3110 N. Cummings</u>	<u>[Signature]</u>
		Printed Name	Address	Signature
☒ Owner	☐ Resident	<u>Carmen Martinez</u>	<u>3112 N. Cummings Ave</u>	<u>[Signature]</u>
		Printed Name	Address	Signature
☐ Owner	☐ Resident	<u>Hector Barriento</u>	<u>3115 N. Cummings</u>	<u>[Signature]</u>
		Printed Name	Address	Signature
☒ Owner	☐ Resident	<u>Alma Arriola</u>	<u>3111 N. Cummings</u>	<u>[Signature]</u>
		Printed Name	Address	Signature
☒ Owner	☐ Resident	<u>Bernice Vaca</u>	<u>3109 N. Cummings</u>	<u>[Signature]</u>
		Printed Name	Address	Signature
☒ Owner	☐ Resident	<u>Armando Perez</u>	<u>Cummings Mission TX</u>	<u>[Signature]</u>
		Printed Name	Address	Signature
☐ Owner	☐ Resident	<u>Elizaveth Bravo</u>	<u>3117 N. Cummings</u>	<u>[Signature]</u>
		Printed Name	Address	Signature
☒ Owner	☐ Resident	<u>Ramiro Leal</u>	<u>3108 N. Cummings Ave</u>	<u>[Signature]</u>
		Printed Name	Address	Signature

Contact Person Information

Each request must provide a contact person who lives on the requested street within the study area boundary. If the request is being submitted from a neighborhood association, please provide the name, address, and telephone number of the duly authorized representative of the neighborhood association. The contact person will receive all correspondence and will be responsible for gathering evidence of support when requested.

Name: Gladys A. Martinez
 Address: 3112 N. Cummings Ave Mission, Texas
 Zip Code: 78574 Phone Number: 956-890-1467

I agree to be the contact person for the above request, and I understand that a request does not guarantee installation of speed humps and that a request may not automatically be withdrawn from consideration once a study determines the street to be eligible for speed humps.

Signature: [Signature] Date: 01/8/2015

Please Return Completed Form To:
 City of Mission – Public Works Department
 Mr. Roberto Salinas, Director
 2801 N. Holland Avenue
 Mission, Texas 78572

CITY OF MISSION - Code Enforcement Dept.
PRELIMINARY LABEL LISTING

January 29, 2025

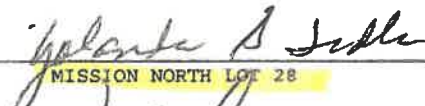
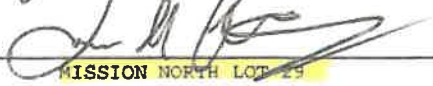
Account Number	Name	Legal Description
* M5150-00-000-0032-00 (238727)	WINICKI MARY LOU ET AL 3005 N CUMMINGS AVE MISSION TX 78574	MISSION NORTH LOT 32
M5150-00-000-0033-00 (238728)	RESENDEZ ABRAHAM & CRISTINA DALIA 3004 N CUMMINGS AVE MISSION TX 78574	MISSION NORTH LOT 33 & NORTH 34' OF LOT 35
* M5150-00-000-0034-00 (238729)	WINICKI MARY LOU ET AL 3005 N CUMMINGS AVE MISSION TX 78574	MISSION NORTH 1/2 LOT 34
M5150-00-000-0037-00 (238732)	SERNA ISRAEL 3000 N CUMMINGS AVE MISSION TX 78574	MISSION NORTH SOUTH 25' OF LOT 35 AND ALL OF LOT 3
		Total Number of Records (34)

Serna Samuel
3001 N Cummings Ave
Mission, TX 78574

Samuel Serna

CITY OF MISSION - Code Enforcement Dept.
PRELIMINARY LABEL LISTING

January 29, 2025

Account Number	Name	Legal Description
M5150-00-000-0016-00 (238712)	MISSION NORTH SUBD LOT OWNERS & 3101 N CUMMINGS AVE MISSION TX 78574	MISSION NORTH LOTS 16 & 18
M5150-00-000-0017-00 (238713)	PAVLICA JERRY 3100 N CUMMINGS AVE MISSION TX 78574	MISSION NORTH LOT 17 
M5150-00-000-0019-00 (238714)	RIVAS GEORGE & YOLANDA 3018 N CUMMINGS AVE MISSION TX 78574	MISSION NORTH LOT 19
M5150-00-000-0020-00 (238715)	LOPEZ VICTOR GARCIA 1313 VOLCANO AVE PENITAS TX 78576	MISSION NORTH LOT 20
M5150-00-000-0021-00 (238716)	SALAZAR ALVIN & KELLY GIRODONGO 3016 N CUMMINGS AVE MISSION TX 78574	MISSION NORTH LOT 21 
M5150-00-000-0022-00 (238717)	COBA HOLDINGS LLC 5511 N 10TH BOX 334 MCALLEN TX 78504	MISSION NORTH LOT 22
M5150-00-000-0023-00 (238718)	SIERRA JUAN A & MELISSA 3014 N CUMMINGS AVE MISSION TX 78574	MISSION NORTH LOT 23 
M5150-00-000-0024-00 (238719)	GRACIA ARLEN CORONADO 3518 N BRYAN RD MISSION TX 78573	MISSION NORTH LOT 24
M5150-00-000-0025-00 (238720)	GARZA ROSARIO H & RODOLFO A 3012 N CUMMINGS AVE MISSION TX 78574	MISSION NORTH LOT 25 
M5150-00-000-0026-00 (238721)	ARRIOLA DOUGLAS & MARTHA 3011 N CUMMINGS AVE MISSION TX 78574	MISSION NORTH LOT 26 
* M5150-00-000-0027-00 (238722)	TRDLA RAY E JR & YOLANDA 3010 N CUMMINGS AVE MISSION TX 78574	MISSION NORTH LOT 27 
M5150-00-000-0028-00 (238723)	GAYTAN MARIA M 3009 N CUMMINGS AVE MISSION TX 78574	MISSION NORTH LOT 28 
* M5150-00-000-0029-00 (238724)	TRDLA RAY E & YOLANDA G 3010 N CUMMINGS AVE MISSION TX 78574	MISSION NORTH LOT 29 
M5150-00-000-0030-00 (238725)	SUAREZ DALIA 810 EAST VETERANS BOULEVARD SUITE B PALMVIEW TX 78572	MISSION NORTH LOT 30 
M5150-00-000-0031-00 (238726)	GARCIA ESTHELA 3006 N CUMMINGS AVE MISSION TX 78574	MISSION NORTH LOT 31



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025
PRESENTED BY: Cesar Torres, Chief of Police
AGENDA ITEM: Authorization to enter a Memorandum of Understanding between the City of Mission Police Department and the Mission Doctors Group in the yearly amount of \$141,000.00 to be paid with the TxDOT Grant with in kind match from the city - Torres

NATURE OF REQUEST:

The Mission Police Department is requesting authorization to enter into a memorandum of understanding with the Mission Doctors Group, for the purpose of clarifying the registered nurse's role and expectations from the police department, as it applies to the blood search warrant process and grant activities for the newly awarded TxDOT grant. This agreement outlines the responsibilities and abilities for both agencies. This agreement will be in effect upon approval, for one year. Total Yearly Cost of \$141,000.00 to be paid for with the TxDOT grant. With an in kind match from the city.

BUGETED: _____ **FUND:** _____ **ACCT. #:** 15-490-34499
BUDGET: _____ **EST. COST:** \$141,000.00 **CURRENT BUDGET BALANCE:** _____

BID \$ _____
AMOUNT: _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *JP7*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____

INDEPENDENT PROVIDER SERVICE AGREEMENT

THIS INDEPENDENT PROVIDER SERVICE AGREEMENT (this "Agreement") is entered into as of the date of the last signatory hereto by and between Mission Texas Police Department ("PD") and Mission Doctors Group ("Group"). PD and GROUP may be collectively referred to as "Parties" and individually as "Party".

WHEREAS, Group owns and operates a medical practice, as well as various outpatient clinics, located in Mission, Texas and collectively referred to as Group.

WHEREAS, Group provides healthcare services to residents of Mission, Texas and surrounding areas through employed and contracted physicians and nurses;

WHEREAS, PD serves the community of Mission, Texas by reduce crime and protect our citizens from crime;

WHEREAS, PD is in need of a registered nurse ("RN") to render nursing and laboratory services at PD;

WHEREAS, PD and Group desire to enter into this Agreement to arrange the provision of high quality and cost-effective healthcare services (the "Services") to PD as specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. **Retention & Obligations of Group.** Group hereby agrees to be retained by PD, and PD hereby agrees to retain Group, on the terms and conditions herein set forth. Group shall provide an on-site RN for the purposes of obtaining blood samples as requested by PD. Group will provide one (1) RN from Thursday night to Sunday night from the hours of 1800-0600 hours.

Group will provide necessary equipment and supplies to perform blood draws.

Group retains administrative responsibility for Group services rendered pursuant to this contract and in accordance with State laws and regulations.

Both parties will instruct their respective staff to maintain confidentiality patient information as required by law, including the Family Education Rights and Privacy Act (FERPA) and the Health Insurance Portability Accountability ACT (HIPPA) and by policies and procedures of PD and Group.

Group shall provide necessary personal protective equipment for RN while assigned to PD in compliance with OSHA Blood-Borne Pathogen Regulations, the Nuclear Regulatory Commission regulations and other applicable federal and state health and safety regulations. However, Group may require PD to provide necessary personal protective equipment for RN use when it is necessary for Group to conserve supplies for Group staff during a disaster.

2. **Obligations of PD.** PD hereby agrees to compensate Group for those services provided under this Agreement in accordance with the compensation rates set forth in **Exhibit A**. PD agrees to be obligated by the following terms and conditions:

- a. Provide safety for the RN while the RN performs the above duty.
- b. Office space provide must be in good repair and have access to WiFi.
- c. PD shall provide RN a copy of a properly executed warrant prior to any blood draw being performed if the individual in custody will not consent to a blood draw. PD will be solely responsible to maintain the proper chain of custody of any blood samples drawn by the RN.
- d. Coordinate daily services with onsite RN

3. **Performance of Group.** Group shall at all times loyally and conscientiously perform all of the Services to the best of Group's abilities, and in a manner that reflects favorably upon PD. Group agrees to obey all bylaws, regulations, policies and procedures of PD, pertaining to Group conduct. Group agrees to comply with all applicable laws, rules, and regulations, and the standards of applicable federal, state and local agencies, governing bodies and professional organizations with jurisdiction over Group's conduct. Group agrees to make every effort to maintain the standard and quality of care provided by PD and other Groups in the community.

4. **Term.** The term of this Agreement shall commence on _____, 2024 (the "Effective Date") and shall continue for an initial period of one (1) year unless sooner terminated as hereinafter provided. This Agreement may be renewed thereafter for successive one (1) year terms, but only upon the mutual written agreement of the Parties. Nothing in this Agreement shall be construed to provide any guaranty, commitment, or assurance that Group's retention will be continued indefinitely or renewed past its initial term.

5. **Independent Contractor.** Nothing in this Agreement is intended nor shall be deemed or construed to create any relationship between GROUP and PD than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement.

6. **Termination.** This Agreement may be terminated by either party, with or without cause, upon thirty (30) days advance written notice to the other party.

6.04 **Compensation Upon Termination.** Upon termination of this Agreement for any reason, Group shall be entitled solely to the Compensation provided under this Agreement to and including the date of termination. Group shall be entitled to no further compensation as of the date of termination of this Agreement.

7. **Additional Obligations of PD.** In addition to other obligations under this Agreement, PD agrees to the following:

7.01 **Office Space and Equipment.** PD shall provide for Group those facilities and equipment (unless otherwise provided for by this Agreement), personnel, supplies, utilities, and account services necessary to provide the services to be performed by Group under the terms of this Agreement.

8. **Insurance and Indemnification**

8.01 **Insurance.** Group shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, professional liability insurance or a program of self-insurance in amounts reasonably necessary to protect Group and its employees, agents, or representatives against liability arising from any and all negligent acts or incidents occurring in the discharge of its or their responsibilities and obligations under this Agreement. Coverage under such professional liability insurance shall be not less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in annual aggregate.

8.02 **Indemnification.** To the fullest extent permitted by law, each party (“Indemnifying Party”) shall indemnify and hold harmless the other party, its affiliates, officers, directors, consultants and agents and employees (“Indemnified Parties”) from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the other party, but only to the extent caused by the negligent acts or omissions or willful misconduct of the other party, its Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable

9. **Access to Information.** Neither Group nor PD shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Group in writing. Students are fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time).

In addition, PD and Group shall not use or disclose any protected health information and individually identifiable health information, as defined in 45 CFR Part 164 (collectively, the “**Protected Health Information**”), concerning a patient other than as permitted by this Agreement or provisions of the federal privacy regulations (the “**Federal Privacy Regulations**”) and the federal security standards (the “**Federal Security Regulations**”) as contained in 45 CFR Part 164.

10. **Waiver.** A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver by PD, and PD shall be free to reinstate that part with or without notice to Group. No waiver of any of the provisions of this Agreement shall be deemed binding unless executed in writing by the party making the waiver.

11. **Effect.** Should any portion of this Agreement be held to be unenforceable or inoperative for any reason, such portion shall not affect any other portion of this Agreement and the remainder of this Agreement shall remain in effect without need for a further writing.

12. **Governing Law.** This Agreement is drawn to be effective in and shall be construed and governed in accordance with the laws of the State of Texas.

13. **Notices.** All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If at GROUP: Mission Doctors Group 910 S. Bryan Road, Suite 103 Mission, TX 78572 Attention: Chief Executive Officer With a Copy To: Prime Healthcare Management, Inc. 3480 E. Guasti Road, 2nd Floor Ontario, CA 91761 Attention: General Counsel	If to PD: Mission Police Department 1200 E. 8th Street Mission, Texas 78572 Attn:
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14. **Assignment.** Neither Group nor PD shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the retention of Group by PD and supersedes all prior or contemporaneous agreements, representations, contracts and understandings of the parties. It is understood and agreed that all prior retention agreement(s) entered into by the parties are terminated and superseded by this Agreement.

16. **Construction.** Should any provision of this Agreement require interpretation by an arbitrator or court of competent jurisdiction, it is agreed by the parties that the arbitrator or court interpreting this Agreement shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party whose agent prepared such document, it being agreed that the agents of both parties have participated in the preparation of this Agreement.

17. **Captions.** Sections headings are inserted in this Agreement solely for the purpose of convenience of reference and shall not be construed as part of this Agreement.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, and may be exchanged by fax transmittal, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. **Authorization to Speak for Other Party.** No Party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing of the other.

20. **Force Majeure.** Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance, or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), action of any governmental authority, riots, revolutions, fire, floods, explosions, sabotage, nuclear incidents, lightening, weather, earthquakes, storms, sinkholes, epidemics, or strikes (or similar nonperformance or defective performance or late performance of employees, suppliers, or subcontractors).

21. **Confidentiality of Agreement.** The parties hereto agree to maintain this Agreement as a confidential document and not to disclose this Agreement or any of its terms to any person without the prior written approval of the other party, except for such disclosure to those employees, advisors and regulatory agencies who have a legitimate need to know.

22. **Amendments.** This Agreement shall not be modified, amended or in any way altered except by an instrument in writing and signed by both of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GROUP: Mission Doctors Group By: _____ Kane Dawson Its: Chief Executive Officer Date: _____	PD: Mission Texas Police Department By: _____ Mission Texas Police Department Date: _____
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EXHIBIT A
PROFESSIONAL FEES

City of Mission Police Department agrees to pay the following fees to obtain an RN assigned to PD station:

Item	Yearly Cost	Description
STAFFING	\$115,000	RN Salaries and benefits
CONSUMABLE SUPPLIES	\$8,000	Disposable phlebotomy items
MANAGEMENT FEE	\$18,000	Fees associated with fulfilling agreement

Total Yearly Cost of \$141,000 to be invoiced from GROUP to PD on a monthly basis equaling \$11,750 for twelve (12) months.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025
PRESENTED BY: Cesar Torres, Chief of Police
AGENDA ITEM: Authorization to accept grant award from the Office of the Governor for the FY26 Operation Lone Star Grant Program in the amount of \$350,040 - Torres

NATURE OF REQUEST:

On September 29, 2025, the City of Mission received notification from the Texas Office of the Governor of a grant award for the FY26 Operation Lone Star Grant Program. The award is in the amount of \$350,040 and will allow the Police Department to acquire three (3) Chevrolet Silverado 1500 Trucks for law enforcement operation and will further support overtime costs for law enforcement officers working Operation Lone Star. The program does not have a match requirement. Budget amendment will be presented mid-year.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	5193502	Award Amount:	\$350,040.00
Date Awarded:	9/29/2025	Grantee Cash Match:	\$0.00
Grant Period:	09/01/2025 - 08/31/2026	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2026	Grantee GPI:	\$0.00
Program Fund:	BD-Operation Lone Star Grant Program	Total Project Cost:	\$350,040.00
Grantee Name:	Mission, City of		
Project Title:	Operation Lone Star - FY2026		
Grant Manager:	Heinrich Kritzingner		
Unique Entity Identifier (UEI):	N5ELUNS44TE1		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2026-BD-ST-0001
Total Federal Award/State Funds Appropriated:	\$55,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of the program is to enhance interagency border security operations supporting Operation Lone Star including the facilitation of directed actions to deter and interdict criminal activity. Program participants shall assist in the execution of coordinated border security operations.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025
PRESENTED BY: Cesar Torres, Chief of Police
AGENDA ITEM: Authorization to accept grant award from the Office of the Governor for the FY26 Rifle Resistant Body Armor Grant Program in the amount of \$194,862.48 - Torres

NATURE OF REQUEST:

On September 29, 2025, the City of Mission received notification from the Texas Office of the Governor of a grant award for the FY26 Rifle Resistant Body Armor Grant Program. The award is in the amount of \$194,862.48 and will allow the Police Department to acquire approximately 151 rifle resistant body armors. The program does not have a match requirement. Budget Amendment will be presented at mid-year.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4992302	Award Amount:	\$194,862.48
Date Awarded:	9/29/2025	Grantee Cash Match:	\$0.00
Grant Period:	10/01/2025 - 09/30/2026	Grantee In Kind Match:	\$0.00
Liquidation Date:	12/29/2026	Grantee GPI:	\$0.00
Program Fund:	BG-Rifle-Resistant Body Armor Grant Program (BAGP)	Total Project Cost:	\$194,862.48
Grantee Name:	Mission, City of		
Project Title:	Mission Police Rifle Resistant Armor		
Grant Manager:	Luis Vasquez		
Unique Entity Identifier (UEI):	N5ELUNS44TE1		
CFDA:	N/A		
Federal Awarding Agency:	N/A - State Funds		
Federal Award Date:	N/A - State Funds		
Federal/State Award ID Number:	2026-BG-ST-0025		
Total Federal Award/State Funds Appropriated:	\$10,000,000.00		
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)		
Is the Award R&D:	No		
Federal/State Award Description:	To equip law enforcement officers at risk of shootings with rifle-resistant body armor.		



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025

PRESENTED BY: Michael Elizalde, Director of Grants & Strategic Development

AGENDA ITEM: Authorization to accept grant award from the Office of the Governor for the FY26 Border Zone Fire Department Grant Program in the amount of \$234,604.98 - Elizalde

NATURE OF REQUEST:

On September 29, 2025, the City of Mission received notification from the Texas Office of the Governor of a grant award for the FY26 Border Zone Fire Department Grant Program. The award is in the amount of \$234,604.98 and will allow the Fire Department to acquire three (3) All-Terrain Vehicles, a Big Tex Tilt Trailer, and various office equipment to support daily operations. The program does not have a match requirement. Respective budget amendment will be presented at mid-year.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4384603	Award Amount:	\$234,604.98
Date Awarded:	9/29/2025	Grantee Cash Match:	\$0.00
Grant Period:	09/01/2025 - 08/31/2026	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2026	Grantee GPI:	\$0.00
Program Fund:	BF-Border Zone Fire Departments (BZFD)	Total Project Cost:	\$234,604.98
Grantee Name:	Mission, City of		
Project Title:	Mission Fire Border Zone Response		
Grant Manager:	Lynne Crow		
Unique Entity Identifier (UEI):	N5ELUNS44TE1		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2026-BF-ST-0001
Total Federal Award/State Funds Appropriated:	\$3,000,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	N/A - State Funds



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025

PRESENTED BY: Michael Elizalde, Director of Grants & Strategic Development

AGENDA ITEM: Authorization to accept grant award from the Office of the Governor for the FY26 First Responder Mental Health Program in the amount of \$70,000 with an in-kind match of \$17,500 - Elizalde

NATURE OF REQUEST:

On September 29, 2025, the City of Mission received notification from the Texas Office of the Governor of a grant award for the FY26 First Responder Mental Health Program. The award is in the amount of \$70,000 with a 20% in-kind match of \$17,500. The project will allow the Mission Fire Department to implement a trauma informed program developed with the primary goals of improving the coping mechanisms of the first responders, while reducing the stigma associated with seeking help. The program includes well-being checks on first responders that will serve as an early intervention tool, helping address mental health concerns before they escalate. The grant will fund professional services and allow acquisition of office supplies and furniture to meet the needs of the program. Respective budget amendment will be presented at mid year.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	5352701	Award Amount:	\$70,000.00
Date Awarded:	9/29/2025	Grantee Cash Match:	\$0.00
Grant Period:	10/01/2025 - 09/30/2026	Grantee In Kind Match:	\$17,500.00
Liquidation Date:	12/29/2026	Grantee GPI:	\$0.00
Program Fund:	PO-Peace Officer Mental Health Program	Total Project Cost:	\$87,500.00
Grantee Name:	Mission, City of		
Project Title:	Mental Health Support		
Grant Manager:	Cielito Apolinar		
Unique Entity Identifier (UEI):	N5ELUNS44TE1		

CFDA:	N/A
Federal Awarding Agency:	N/A-State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2026-PO-ST-0000
Total Federal Award/State Funds Appropriated:	\$200,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to provide services and assistance directly to peace officers and first responders to address direct and indirect trauma that occurs in the course of their normal duties either as the result of the commission of crimes by other persons or in response to an emergency.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025

PRESENTED BY: Michael Elizalde, Director of Grants & Strategic Development

AGENDA ITEM: Approval of Resolution No. _____ authorizing the submittal of a grant application for FY25 Office of Justice Programs Community-Based Violence Intervention and Prevention Initiative in the amount of \$1.5 million with no match requirement – Elizalde

NATURE OF REQUEST:

The Mission Police Department is seeking approval of resolution authorizing the submittal of a grant application for the FY25 Office of Justice Programs Community-Based Violence Intervention and Prevention Initiative and designates the Mayor as the Authorized Representative. The department seeks to purchase marked Tahoes, unmarked pickup trucks, UAV's with accessories and a hostage negotiator throw phone. Additionally, the project is seeking to support hiring officers and overtime costs. The total project request is for \$1.5 million and does not have a match requirement.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____

RESOLUTION # _____

WHEREAS, The City of Mission finds it in the best interest of the citizens of Mission, Texas that the Mission Police Community Violence Intervention and Prevention project under the BJA FY25 Office of Justice Programs Community Based Violence Intervention and Prevention Initiative Program be operated for the 2025-2026 fiscal year; and

WHEREAS, The City of Mission agrees that in the event of loss or misuse of the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance funds, the City of Mission assures that the funds will be returned in full; and

WHEREAS, The City of Mission designates the City of Mission Mayor as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of Mission approves submission of the grant application for the BJA FY25 Office of Justice Programs Community Based Violence Intervention and Prevention Initiative Program to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.

READ, CONSIDERED AND APPROVED, this 14th day of October 2025.

Norie Gonzalez Garza, Mayor

Attest:

Anna Carrillo, City Secretary



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025
PRESENTED BY: Michael Elizalde, Director of Grants & Strategic Development
AGENDA ITEM: Authorization to award Bid for Housing Assistance Program RFB 25-710-09-17 HAP Phase HRH 24-I- Elizalde

NATURE OF REQUEST:

On July 14, 2025, City Council authorized staff to solicit bids for rehabilitation of two homes. The city has accepted and opened one (1) bid response. Staff is seeking authorization to award bid for Housing Assistance Program Rehabilitation Projects – RFB 25-710-09-17 HAP Phase HRH 24-I. The Citizen's Advisory Committee met on September 24, 2025 and approved staff's recommendation to award bid as follows:

Andrew Salinas dba A-One Insulation:

- 214 N. Slabaugh Avenue, Mission, TX 78572: \$38,750.00
- 315 Alma Avenue, Mission, TX 78572: \$39,250.00

BUGETED: Yes **FUND:** CDBG **ACCT. #:** 04-462-79200

BUDGET: \$90,000 **EST. COST:** \$78,000 **CURRENT BUDGET BALANCE:** \$90,000

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____

City of Mission
Community Development Department
Housing Assistance Program



MEMORANDUM

TO: Citizens Advisory Committee

FROM: Michael J. Elizalde, Director of Grants
& Strategic Development

DATE: September 18, 2025

RE: Approval of Housing Assistance (HAP) Phase 24-I Bid(s)

During the September 17, 2025, bid opening, the Purchasing Department received and opened one (1) bid response from A-One Insulation, LLC. for two (2) housing rehabilitation projects. After review, it was determined that A-One Insulation, LLC. is the lowest responsible bidder, having met all required specifications, terms, and conditions. The contractor has demonstrated the ability to perform the work in compliance with program requirements.

Accordingly, it is recommended that multiple bids be awarded to A-One Insulation, LLC., as outlined in the official bid tabulation attached to this memorandum:

- **214 N. Slabaugh Avenue** — \$38,750.00
- **315 Alma Avenue** — \$39,250.00

The contractor has complied with all bid requirements and remains within the program's allowable project amount. A-One Insulation, LLC. has previously participated in HAP projects and has demonstrated satisfactory performance. Therefore, staff recommends awarding these projects to A-One Insulation, LLC.

BID NAME/NUMBER: 25-710-09-17 / H.A.P. Phase HRH 24-I

OPEN DATE: September 17, 2025 2:00 PM CST



Vendor Name: A-One Insulation, LLC.

Street address: 3500 N. Birch St.

City, State: Pharr, TX 78577

Phone: (956) 250-5857

Fax:

Contact: Andrew Salinas

Email: AndrewS@integrityrgv.com

DESCRIPTION:	UOM	# Days for Completion	Bid Bond Check Submitted?	Total Bid Price	Total Bid Price
315 Alma Ave.		60 Days	Yes		
1 Elevation of Home	Lump			\$3,500.00	
2 HVAC	Lump			\$6,500.00	
3 Roof Shingles	Lump			\$11,750.00	
4 Windows	Lump			\$3,500.00	
5 Siding	Lump			\$3,500.00	
6 Interior Walls	Lump			\$3,500.00	
7 Water and Sewer Lines	Lump			\$3,500.00	
8 Shower/Tub	Lump			\$3,500.00	
Total Bid Amount Project				\$39,250.00	
214 N. Slabaugh Ave.	Lump Sum	60 Days	Yes		
1 Elevation of Home	Lump			\$5,650.00	
2 Roof Shingles	Lump			\$10,500.00	
3 Siding	Lump			\$5,650.00	
4 Interior Walls	Lump			\$5,650.00	
5 Water and Sewer Lines	Lump			\$5,650.00	
6 Shower	Lump			\$5,650.00	
Total Bid Amount Project				\$38,750.00	
Total Bid Price Projects 1 and 2:				\$78,000.00	
Addendums				No	
Bid Bond				Yes (2)	

Please Note:

Lowest Responsible, and Responsive Bidder: A-One Insulation, LLC.

BID NAME/NUMBER: 25-710-09-17 / H.A.P. Phase HRH 24-I

OPEN DATE: September 17, 2025 2:00 PM CST



Vendor Name:	A-One Insulation, LLC.	
Street address:	3500 N. Birch St.	
City, State:	Pharr, TX 78577	
Phone:	(956) 250-5857	
Fax:		
Contact:	Andrew Salinas	
Email:	AndrewS@integrityrgv.com	

DESCRIPTION of FORMS:			
Solicitation Signed	Yes		
Terms & Conditions Included	Yes		
Non-Collusive Bidding Certification	Yes		
Subcontractor(s)/Subconsultant(s)	Yes		
Pricing Schedule	Yes		
Addenda(s)	None		
Contractor Site Visit Checklist	Yes		
Gen. Business Questionare	Yes		
References	Yes		
CIQ			
Bid Bond	Yes (2)		

City of Mission
Pricing Schedule

Bid Name/No.: Housing Assistance Program (HAP) Phase HRH 24-I / RFB: 25-710-09-17

For any questions directly regarding the "Housing Assistance Program (HAP) Phase HRH 24-I - Bid No. 25-710-09-17", please email:

Edgar Chapa, Contracts Administrator: echapa@missiontexas.us
Telephone: (956) 580-8667

	NAME AND ADDRESS / ITEMIZED SPECIFICATIONS		BID PRICE
	Project 1: 315 Alma Avenue, Mission, TX 78572		
1	Elevation of Home -install select fill dirt to level the home and front porch; replace wood pillars with stone pillars and add additional stone pillars, as needed.	Lump Sum	\$ 3,500 ⁰⁰
2	HVAC -replace HVAC unit and check ducts for damage and include if need of replacement.	Lump Sum	\$ 6,500 ⁰⁰
3	Roof Shingles -replacement old shingles and underlayment for back addition, install new underlayment and shingles (30 years warranty).	Lump Sum	\$ 11,750 ⁰⁰
4	Windows -replacement of broken windows throughout the house.	Lump Sum	\$ 3,500 ⁰⁰
5	Siding -remove old siding and replace as needed including window trim and front/back porch and add railings.	Lump Sum	\$ 3,500 ⁰⁰
6	Interior Walls -repair wall cracks caused by leveling, including tape and float and repainting (match paint as close to original), as needed.	Lump Sum	\$ 3,500 ⁰⁰
7	Water and Sewer lines -repair and/or replace water and sewer lines as needed and include replacing damage floor boards, as needed.	Lump Sum	\$ 3,500 ⁰⁰
8	Shower/Tub -replace shower/tub with new shower ADA accessible to include grab bars; include replacing floor board if damaged and install waterproof shower pan liner.	Lump Sum	\$ 3,500 ⁰⁰
	Total Bid Amount Project 1:		\$ 39,250 ⁰⁰

	NAME AND ADDRESS / ITEMIZED SPECIFICATIONS		BID PRICE
	Project 2: 214 N. Slabaugh Avenue, Mission, TX 78572		
1	Elevation of Home -install select fill dirt to level the home and front/back porch and additional stone pillars, as needed.	Lump Sum	\$ 5,650 ⁰⁰
2	Roof Shingles -replacement old shingles and underlayment, install new underlayment and shingles (30 years warranty).	Lump Sum	\$ 10,500 ⁰⁰
3	Siding -remove old siding and replace as needed including window trim and front/back porch and add railings.	Lump Sum	\$ 5,650 ⁰⁰
4	Interior Walls -repair wall cracks caused by leveling, including tape and float and repainting (match paint as close to original), as needed.	Lump Sum	\$ 5,650 ⁰⁰
5	Water and Sewer lines -repair and/or replace water and sewer lines as needed and include replacing damage floor boards, as needed.	Lump Sum	\$ 5,650 ⁰⁰
6	Shower -replace shower floor and wall tiles damaged by leveling house to include flooring and install waterproof shower pan liner, install grab bars.	Lump Sum	\$ 5,650 ⁰⁰
	Total Bid Amount Project 2:		\$ 38,750 ⁰⁰



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2025

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

AGENDA ITEM: Approval of Sixth Amendment to the Interim Administrative Services Agreement with Mission Redevelopment Authority/Tax Reinvestment Zone #1 and the City of Mission – T. Garcia

NATURE OF REQUEST:

The TIRZ Board of Directors has approved a sixth amendment to interim administrative services by the City Manager's Office. The MRA/TIRZ #1 will compensate the City of Mission for twelve thousand three hundred seventy six (\$12,376) per month during the term of the agreement for the cost of providing said services and support. The Sixth Amendment is to be effective September 30, 2025 thru March 31, 2026.

BUGETED: Yes **FUND:** _____ **ACCT. #:** _____

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: Approval MRA/TIRZ

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

SIXTH AMENDMENT TO THE INTERIM ADMINISTRATIVE SERVICES AGREEMENT

THIS SIXTH AMENDMENT (“Amendment”) to the Agreement for Interim Administrative Services (“Agreement”) by and between the City of Mission, Texas hereinafter called “City and/or Interim Administrator” and Mission Redevelopment Authority (MRA)/ Mission Tax Increment Reinvestment Zone Number One, hereinafter called “TIRZ” for interim administrative services related to the TIRZ. The TIRZ and Interim Administrator, in consideration of the mutual promises and conditions herein contained, agree as follows.

WHEREAS, the City and TIRZ entered into an agreement effective on January 1, 2023, as amended, for interim administrative services related to the TIRZ; and

WHEREAS, the City and TIRZ now desire to amend the Agreement as described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, the TIRZ and the City agree as follows:

Section 1. The foregoing recitals are incorporated into this Sixth 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 regard to the work and services to be performed under this Agreement, the CITY, by and through Mr. Teclo J. Garcia, including any other City employees as may be assigned by the City Manager, shall provide all financial and administrative services to the TIRZ as described in Exhibit A, “Interim Administrator’s Scope of Services” which is attached and incorporated by reference.

Section 3. The Agreement, Article III, is hereby amended to read as follows:

TERM OF CONTRACT

The term of this Agreement shall commence on the effective date and shall terminate on March 31, 2026, unless otherwise extended by written agreement, executed by both parties.

Section 4. As amended and supplemented, hereby, the Agreement is ratified and shall remain in full force and effect. The term “Agreement” shall mean the agreement effective on January 1, 2023, for interim administrative services (including all exhibits and attachments as originally agreed upon) as amended and supplemented by this Sixth Amendment. In the event of a conflict between this Sixth Amendment and the Agreement, this Sixth Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment to the Agreement as of the date last written below.

**MISSION REDEVELOPMENT
AUTHORITY/TAX INCREMENT
REINVESTMENT ZONE NUMBER ONE**

By: _____
Name: Martin Garza
Title: Chairman
Date: _____

CITY OF MISSION

By: _____
Name: _____
Title: City Manager
Date: _____

EXHIBIT A

INTERIM ADMINISTRATOR'S SCOPE OF SERVICES

- Manage the oversight of all documents related to development projects;
 - Prepare all documents necessary to taxing jurisdictions, public officials, and staff related to any TIRZ project plan;
 - Communications liaison on all TIRZ matters to the City of Mission, the Mayor and City Council of the City of Mission;
 - Coordinate the preparation of reports required by governing laws and ordinances;
 - Coordinate the preparation of engineering design cost estimates for infrastructure improvements by an independent contractor;
 - Oversee the implementation of the reinvestment zone financial plan for the City and the TIRZ Board of Directors;
 - Facilitate all public hearings on behalf of the TIRZ with the City of Mission, Hidalgo County, and other taxing entities as required by law;
 - Facilitate meetings with the general public regarding the TIRZ;
- Recommend policy matters to the TIRZ Board of Directors;
- Assist the TIRZ Board of Directors in drafting project plan and reinvestment zone financing plan amendments for approval by the Board and the Mission City Council;
 - Assist the City of Mission and the TIRZ in drafting participation agreements with other taxing entities;
 - Assist the TIRZ in the preparation and negotiations of development agreements among the TIRZ, the City of Mission and other entities as appropriate;
 - Manage the TIRZ revenue accounts, process all required payments, maintain accounting of the public funds received by the TIRZ;
 - Assist with the preparation of required audits of the TIRZ;
 - Assist in the preparation of annual budgets required for submission to the City of Mission;
 - Assist the City of Mission with the procedural requirements related to other taxing entities in matters related to the project plan and TIRZ financing plan;
 - Provide management services for special projects financed with revenues other than tax incremental revenues, including the acquisition of financing for projects through the negotiation of debt facilitates or contract revenue or contract tax increment revenue bonds;
 - Any and all other matters as directed by the TIRZ Board of Directors;

- Provide staff support to the TIRZ Board of Directors;
- Prepare meeting agendas and ensure proper notification is made in accordance with state statutes and such other governing documents as may be applicable;
- Prepare Board of Director informational packets for presentations at meetings; Prepare board minutes for presentation at meetings;
- Maintain records and files of the TIRZ;
- Receive inquiries and respond to property owners, developers, real estate agents, brokers and other interested parties as related to development matters that pertain to the TIRZ;
- Coordinate and assist with developer reimbursement agreements;
- Provide coordination, oversight, and assistance to other consultants retained by the TIRZ;
- Provide management oversight for public infrastructure construction contractors;
- Meet with developers on development, financing and property acquisition matters;
Provide management oversight for the bond sale process;
- Provide communications and technical support with regard to the production of bond documents;
- Work with zone consultants, underwriters, rating agencies, and bond insurance companies related to the effective pricing and sale of contract revenue bonds;
- Produce economic base data to support the sale of bonds;
- Identify lenders and negotiate note and loan facilities on behalf of the TIRZ Board of Directors; and
- Complete an Amended and Restated Zone Project and Financing Plan with a targeted completion date of June 30, 2026 and outside date of July 31, 2026