



AGENDA

Pursuant to V.T.C.A. Gov. Code Section 551.001 et. seq., the City Council of the City of Mission, Texas will hold a regular meeting on **Monday, June 09, 2025 at 3:30 p.m.** at the Mission Council Chambers, 1201 E. 8th Street, Mission, Texas and by Teleconference to consider the following matters.

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

Time: **Monday, June 09, 2025 03:30 PM Central Time**

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

Meeting ID: 990 466 2781 - Password: 833227

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

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

REGULAR MEETING

CALL TO ORDER AND ESTABLISH QUORUM

INVOCATION AND PLEDGE ALLEGIANCE

DISCLOSURE OF CONFLICT OF INTEREST

PRESENTATIONS

1. Recognition of EMS Paramedics by DHR Health for Life-Saving Efforts - Hernandez
- [2.](#) Proclamation - Honoring Judge Mauro Reyna - Wehrmeister
3. Report from Mission Economic Development Corporation - Teclo Garcia
4. Quarterly Report by Ambulance Board on EMS - Tim Brown
- [5.](#) Departmental Reports – Perez
6. Citizen's Participation on Specific Agenda Items – Garza

CONSENT AGENDA

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

7. Approval of Minutes – Carrillo
Regular Meeting – May 27, 2025
8. Acknowledge Receipt of Minutes – Perez
Cimarron Public Improvement District – March 31, April 14, 2025
Mission Economic Development Corporation – April 16, 2025
Mission Redevelopment Authority – April 22, 2025
Mission Tax Increment Reinvestment Zone – April 22, 2025
Mission Civil Service – April 9, 2025
Ambulance Board – February 26, 2025
9. Authorization to Purchase 3 Portable Radios for our New Firefighters from Motorola Solutions through South Texas Communications via HGAC Contract # RA05-21 at a Total Cost of \$29,820.09 with respective budget amendment - Silva
10. Authorization to Reject Bids and Authorize Re-solicitation for Elevator Installation at 1301 E. 8th Street- Terrazas
11. Authorization to Solicit for Bids for the purchase of Meter Connect Supplies for Public Works Water Distribution – Terrazas
12. Authorization to purchase RAS Pump from Lewis Electric Motors & Pumps for Public Works Wastewater Treatment Plant via Buy Board # 672-22 in the amount of \$39,108.80 - Terrazas
13. Approval for Installation of Lions Park Literacy Project Story Walk Pedestals - Bentsen
14. Approval of Resolution # _____ Regarding Waterline Access Agreement with the Sharyland Water Supply Corporation within City of Mission's ETJ for the proposed Hibiscus Heights Subdivision, located approximately 1,280 feet South of 4 Mile Road on the West side of Trosper Road. – Cervantes
15. Approval of Resolution # _____ Regarding Waterline Access Agreement with the Sharyland Water Supply Corporation within City of Mission, for the proposed The Grove on Moorefield Subdivision, located approximately 1,960 feet North of West Mile 2 Road on the East side of N. Moorefield Road – Cervantes
16. Authorization to re-enter into an Interlocal Agreement for the Educational Resource Officer Program between the City of Mission and the Mission Consolidated Independent School District, in the amount of \$1,048,173.01, for the 2025 –2026 school year - Torres
17. Authorization to re-enter into an Interlocal Agreement for the Educational Resource Officer Program between the City of Mission and the Sharyland Independent School District in the amount of \$428,411.51 for the 2025-2026 school year - Torres
18. Authorization to purchase eighteen (18) Air Conditioner Units from Trane Supply in the amount of \$137,562.48 from the Energy Efficiency Block Grant award via Buyboard contract #720-23 – Mares
19. Authorization to Ratify Emergency Rental of Front-loader Unit from Reliance Truck and Equipment in the amount of \$43,200 – Mendiola

- [20.](#) Authorization to purchase one (1) Battle Motors LET2 Chassis with a Heil 28-Yard Durapack Python via Holt Truck Centers BuyBoard Contract #723-23 at a cost of \$433,581.00 – Mendiola
- [21.](#) Authorize Mayor to execute a Municipal Services Costs Agreement between the City of Mission and Mission Redevelopment Authority - Salazar
- [22.](#) Plat Approval: Turtle Cove Subdivision, being 7.417 acres out of Lot 33-1, West Addition to Sharyland, R-2, Developer: Town and Country McAllen, LLC., Engineer: Trimad Consultants, LLC. - Cervantes
- [23.](#) Approval of Proposed Park Use and Rental Fee Increase - Bentsen
- [24.](#) Authorization to solicit bids for Bryan Road street and drainage improvements - Terrazas

PUBLIC HEARING

PLANNING & ZONING RECOMMENDATIONS

- [25.](#) Conduct a public hearing and consideration of a rezoning request from Agricultural Open Interim District (“AO-I”) to Single Family Residential District (“R-1”) for a 11.337-acre tract of land, being all of lot 12, New Caledonia Unit No. 1 Subdivision, located along the East side of Moorefield Road approximately 305 feet North of Oleander Drive. Applicant: Carlos Lugo, Jr. -CSL Construction, LLC, Adoption of Ordinance #_____ - Cervantes
- [26.](#) Conduct a public hearing and consideration of a rezoning request from Large Lot Single Family District (“R-1A”) to Single Family Residential District (“R-1”) for Lot 2, Los Olivos Subdivision, located along the North side of Olivos Court approximately 462 feet North of Trinity Street. Applicant: Francisco & Mariana Garcia, Adoption of Ordinance #_____ - Cervantes
- [27.](#) Public hearing and take action to consider a Conditional Use Permit for a Drive-Thru Service Window – Eddie’s Taqueria Restaurant, being Lot A, Girasol Estates Subdivision, in a (C-3) zone, located at 1730 W. Griffin Parkway. Applicant: Edgar Gutierrez, Adoption of Ordinance #_____ - Cervantes
- [28.](#) Conduct a public hearing and consideration of a Conditional Use Permit for a Drive-Thru Service Window at the Mija Mercado Coffee Shop, being the West 50 feet of Lots 16, 17, and 18, Block 161, Original Townsite of Mission in a (C-3) General Business District, located at 214 E. Tom Landry, Suite B. Applicant: Natalie Garza, Adoption of Ordinance #_____ – Cervantes

APPROVALS AND AUTHORIZATIONS

- [29.](#) Plat Approval Subject to Conditions and consideration of a variance to the lot depth, width and area in a R-1 zone for the proposed Meadow Way at Meadow Creek Subdivision, A 0.551-acre, 0.615-acre, and 0.611-acre tracts of land, forming part of Meadow Creek Country Club Subdivision Phase 1-B, Developer: LAC Enterprises, Engineer: Benavides Engineering - Cervantes
- [30.](#) Plat Approval Subject to Conditions for the proposed Sendero Phase III Subdivision, being a resubdivision of 19.248 acres of land out of the South end or Porcion 52, PUD, Developer: Rhodes Development, Inc., Engineer: Melden & Hunt, Inc. - Cervantes

31. Approval of Media Upgrade Purchase and Installation for City Hall through Nelco Media, Inc. via TIPS Contract # 230105 at a Total Cost of \$219,986.94 utilizing –PEG funds - Hernandez
32. Consider and approve Ordinance # ____ authorizing the issuance of the City of Mission, Texas Combination Tax and Revenue Certificates of Obligation, Series 2025; awarding the sale thereof; and containing matters incident thereto - Roman

UNFINISHED BUSINESS

None

ROUTINE MATTERS

City Manager Comments

City Council Comments

Mayor's Comments

EXECUTIVE SESSION

1. Closed session pursuant to Tex. Gov't Code Section 551.074 (Personnel Matters) Evaluation of City Manager relating to goals and objectives
2. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney), Section 551.072 (Real Property) related to Cimarron
3. Closed session pursuant to Tex. Gov't Code Section 551.087 (Deliberation regarding Economic Development negotiations) related to Project Crust and Project Javalina
4. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney), Section 551.072 (Real Property) related to properties located at Tolle #2 R/S Lt 22-1 U/R Tolle Sd #2 Lot 1 Blk 1 & Lot 2 Blk 2, Mission Palms Estates East Lot 144, Carlos G. Leal Lot 19 Blk 6, Nell Tolle Lot 14, West Addn. To Sharyland .31AC-SE10AC Lot 24-12.

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 06th day of June, 2025 at 2:30 p.m.



Anna Carrillo, City Secretary

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

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

Notice is hereby given that on the **09th day of June, 2025** the City Council of the City of Mission will hold a regular meeting at 3:30 p.m. at 1201 E. 8th Street, Mission, Texas and by Teleconference to consider the following matters. The subjects to be discussed are listed on the agenda, which is attached to and made a part of this Notice.

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

Texas Government Code Section:

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

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

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

On this the **06th day of June, 2025** this Notice was emailed to news media who had previously requested such Notice and an original copy was posted on the bulletin board at City Hall, 1201 E. 8th Street at 2:30 p.m. on said date.



Anna Carrillo, City Secretary

Proclamation

City of Mission



WHEREAS, the City of Mission pauses to honor the life and legacy of Judge Mauro L. Reyna, III who dedicated over 30 years of exemplary service to the Mission Municipal Court and the community at large; and

WHEREAS, Mauro L. Reyna, III was born on February 13, 1952 in McAllen, Texas and was a student at La Joya and graduated with a bachelor degree from St Mary's University and a Doctorate of Jurisprudence from The University of Texas at Austin and served his country through the National Guard; and

WHEREAS, Judge Mauro Reyna was appointed to the Mission Municipal Court in 1994, faithfully serving with integrity, fairness, and an unwavering commitment to justice throughout his esteemed career; and

WHEREAS, Judge Mauro Reyna earned the respect and admiration of colleagues, court staff, attorneys, and citizens alike for his profound knowledge of the law, professionalism, and compassionate approach to the bench; and

WHEREAS, Judge Mauro Reyna's tireless dedication to public service has left an indelible mark on the City of Mission, setting a standard of excellence for future generations; and

WHEREAS, Judge Mauro Reyna entered his eternal home on June 10, 2024 and is survived by his wife Paula Castillo Reyna and children Nick Reyna and Michelle L. Wood and granddaughter Eliana Grace Wood; and

NOW, THEREFORE, We the City Council of the City of Mission, do hereby proclaim this day as a time to honor the memory and legacy of Judge Mauro L. Reyna, III and recognize his outstanding service to the Mission Municipal Court and the citizens of Mission.

PROCLAIMED on this the 9th day of June 2025.

Norie Gonzalez Garza, Mayor

Jessica Ortega, Councilwoman

Ruben Plata, Mayor Pro Tem

Marissa Ortega Gerlach, Councilman

Alberto Vela, Councilman



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: June 9, 2025
PRESENTED BY: Mike R. Perez, City Manager
AGENDA ITEM: Departmental Reports – Perez

NATURE OF REQUEST:

Information Technology – May 2025
RGV State Cemetery – May 2025
Civil Service – May 2025
311 – May 2025
Boys & Girls Club – May 2025
Grants – May 2025
Code Enforcement – May 2025
City Secretary – May 2025
Governmental Affairs – May 2025

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



Information Technology

Departmental Report May 2025

Information Technology Department Overview

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

Equip new and existing units with new Technology

Equip units with in new in car video system, and tablet. Pending arrival of 10 new units

Multifactor Authentication

Configure Multi Factor Authentication to strengthen security posture. In progress

Work Orders

IT goal is to close tickets within 12 business hours. Priority work orders are worked on first. About 405 Work orders closed May 2025.

Windows 10 End of life

Windows 10 is reaching its end-of-life October 14, 2025. All city computers need to be upgraded to windows 11. 98 percent complete.

Technology Equipment and Application Inventory

Confirm all technology inventory city wide. In progress

Data Integrity

Review accounts on all systems. In progress.

Cyber Security Incident Response

Detection & analysis- Complete

Containment-Complete

Eradication & recovery-In progress

Post-incident activity- In Progress

Immutable Backups at PD and City Hall

Purchase and install immutable backups for PD and City Hall. In progress

24/7 Security Operation Center

Cybersecurity services that specialize in providing managed security operations services. 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

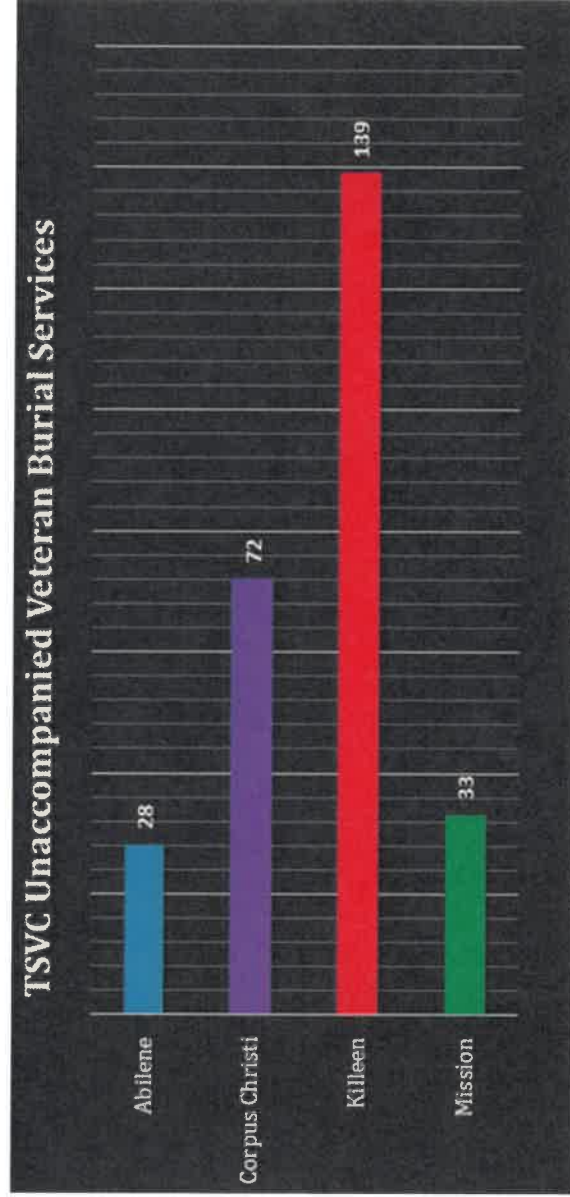
Interments May

May - 2025	Double Depth	Standard	Columbarium In-Ground	Scatter Garden	Memorial Garden	Total
Veterans	7	7	4	4		22
Spouses	3	4	1	2		10
Family Members		1				1
Total	10	12	5	6	0	33
Percentage of Total	30.30%	36.36%	15.15%	18.18%	0.00%	100.00%

Rio Grande Valley State Veterans Cemetery - Plot Availability and Utilization Report						
	Total Plots	Plots Utilized	Plots Available	% Utilized	% Available	
Estimate of Total Plots Planned for RGV SVC	25,090	4,236	20,854	16.88%	83.12%	
RGV SVC - Total Plots in Developed Areas	9,255	4,236	5,019	45.77%	54.23%	
RGV SVC - Availability of Casketed Burial Option in Developed Areas	Total Plots 4,430	Plots Utilized 2,434	Plots Available 1,996	% Utilized 54.94%	% Available 45.06%	
RGV SVC - Availability of Cremation Burial Option in Developed Areas	Total Plots 3,825	Plots Utilized 1,762	Plots Available 2,063	% Utilized 46.07%	% Available 53.93%	
RGV SVC - Availability of Memorial Plot Option in Developed Areas	Total Plots 1,000	Plots Utilized 40	Plots Available 960	% Utilized 4.00%	% Available 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 June 2025 -5078



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-TBA

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 2024 completed
2020 File Migration Completed- pending VLB direction
2021 File Migration Completed- pending VLB direction
CSR in training for 180 days-Training Plan
Water Conservation Action Plan –On-going 4/2024
Electronic Reporting on IPADs- for all staff (7)

Ongoing Projects Pending- VLB OAR- Funded:

Power washing areas with mold with the cemetery
Maintenance Tech II in training for 180 days-Training Plan
Maintenance Tech in training for 180 days-Training Plan
Working on Section MS1-Realignment & Resetting
Winterization Plan Pending approval City of Mission
Removal of 30% non-usable equipment 11/24/2023
Prepping for NCA inspection 12/2025
VLB Approved Road work inside the cemetery 4/28/2025
Budget review and approval for FY 2025-2026

Ongoing Projects Pending:

Monthly Irrigation Audit-replace broken lines/equipment
100% Pre-registration eligibility review-on going project
Headstone setting vehicle – revamp 4/2024 in use
Staff cross-training -2025
Clearing/Mowing of 43.17 acres on the NW side-48% done
Digital reporting option (for staff)- currently testing samples
2022 File Migration pending completion 1/2025
Water Conservation Action Plan –On-going 1/2025
Irrigation Audit for September 2025 on-going
Maintenance Plan for 2025 on-going
Electronic Reporting on IPADs- PM Reporting for equipment
Current interments 5078 as June 2025

VLB Funded (In-Progress)

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

VLB Funded (Pending)

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

VLB Funded (Approved)

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

VLB Funded (Received)

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: MIKE PEREZ, CITY MANAGER
FROM: JESSE LERMA, CIVIL SERVICE DIRECTOR
SUBJECT: CIVIL SERVICE REPORT, MAY 2025
DATE: JUNE 3, 2025



1. Mission Fire Department LT's promotional examination was held on May 1, 2025. Three (3) participants-All failed-Re-test set for June 5, 2025.
2. Mission Fire Department entry level examination was held on May 29, 2025. We had 42 participants with 33 passing. Those that passed will move on to the physical agility exam on June 7, 2025.
3. Mission Fire Department is working on filling four (4) positions. We should be close to fully staffed by the end of July 2025.
4. Mission Police Department is working on filling eleven (11) positions. We should be close to fully staffed by the end of July 2025.
5. Pending Hearings:
 1. PO Sergio Martinez-15 Day Suspension Without Pay-Hearing Canceled-Settled to an Agreed Suspension of two (2) days
 2. PO Ruben Gaytan-Suspended for 15 days without pay-hearing set for August 7-8, 2025

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: Mike Perez, City Manager
From: Steven M. Kotsatos, Director of Health
Subject: May 2025 - 311 Monthly Report
Date: June 2, 2025

Dear Mayor and Council,

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

- We have a total of 940 unique 311 cases that have been entered and addressed in the 311 GoGov software for the month of May 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



**BOYS & GIRLS CLUB
OF MISSION**

Directors Report May 2025

- **Programs**

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

Unit	April 25	May 25
Main	95	102
Leal	35	38
CWV	28	32

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

- **Athletics**

- BGCM concluded baseball leagues.
 - Soccer season began and will continue through June 9
- Soccer Registrants

2024	2025
630	520

- BGCM will meet with local ISD athletic directors to discuss elementary and jr high league expansions.
- BGCM Athletics will begin online registration for flag football and volleyball in July

- **General**

- BGCMission continued researching grant opportunities
- BGCMission hosted annual golf tournament on May 17 with 45 teams and over 130 golfers
- BGCMission has begun program viability studies which will enable our staff to provide the highest quality service for all members.
- BGCMission will kick off FutureReady: Teen Program in August. Members 13-17 will be allowed to participate in our program free of charge. Program will focus on mental health, career readiness, and stem among other aspects related to teen life.



Grants Activity Report- May 2025

Grant Name	Funding Agency	Department	Application Amount	Matching Amount	Due Date	Status
Animal Welfare Organization Energy Efficiency & Conservation Grant (EECBG)	Petco Love	Health	\$ 50,000	None		Submitted-Tracking
FY26 Project Safe Neighborhood	DOE	Executive	\$ 140,450	None		Submitted-Tracking
FY25 SHSP LETPA	OOG	Police	\$ 250,000	None		Submitted-Tracking
	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
FY Fire Responder Mental Health	OOG	Fire	\$ 70,000	20%(In-Kind)		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
FY26 Body Worn Camera	OOG	Police	\$ 37,500	25%		Submitted-Tracking
FY26 Rifle-Resistant Body Armor	OOG	Police	\$ 278,747.10	None		Submitted-Tracking
Community Wildfire Defense Grant	USDA	Fire	\$ 250,000	None		Submitted-Tracking
FY26 Border Zone Fire Department	OOG	Fire	\$ 250,000	None		Submitted-Tracking
FY26 Operation Lone Star Grant	OOG	Police	\$ 1,839,262.35	None		Submitted-Tracking
FY26 Operation Lone Star Grant	OOG	Fire	\$ 1,741,496.50	None		Submitted-Tracking
OVAG-Victim Services	OAG	Police	\$ 49,500	None		Submitted-Tracking
Community Providers Grant Program	Superior HealthPlan	Utility	\$ 10,000	None		Submitted-Tracking
Resilient Communities Program	TX GLO	Planning	\$ 250,000	None		Submitted-Tracking
Staffing Fore Adequate Fire and Emergency Response (SAFER)	FEMA	Fire	TBD	25%/65%	7/3/25	In-Progress
Fire Prevention and Safety (FP&S) Grant	FEMA	Fire	TBD	5%	7/3/25	In-Progress



CITY OF
MISSION

Grants Activity Report- May 2025

Grant Name	Funding Agency	Department	Application Amount	Award Amount	Matching Amount	Status
FY22 Building Resilient Infrastructure and Communities (Bric)	TDEM	Executive	\$ 415,000	\$ 404,710	25%	Awarded
Recreational Trails Grant	TPWD	Parks	\$ 250,000	\$ 250,000	20%	Awarded
FY25 Rifle Resistant Body Armor	OOG	Police	\$ 189,505	\$ 47,325	None	Awarded/Active
FY24 Operation Stonegarden	OOG	Police	\$ 300,000	\$ 300,000	None	Award/Active
FY25 Project Safe Neighborhood	OOG	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 Border Zone Fire Dept.	OOG	Fire	\$ 250,000	\$ 250,000	None	Awarded/Active
FY25 Local Border Security Program	OOG	Police	\$ 180,000	\$ 180,000	None	Awarded/Active
FY25 Operation Lone Star	OOG	Police/Fire	\$ 5,000,000	\$ 250,000	None	Awarded/Active
FY25 Comprehensive Grant	TXDOT	Police	\$ 37,000	\$ 37,000	20%	Awarded/Active
DWI Phlebotomy Program Grant	TXDOT	Police	\$ 187,557.88	\$ 187,557.88	20%	Awarded/Active
FY25 STEP CMV Grant	TXDOT	Police	\$ 29,975	\$ 29,975.00	20%	Awarded/Active
OVAG-Victim Services (Year Two)	OAG	Police	\$ 49,500	\$ 49,500	None	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
FY24 General Victim Assistance Grant Program	OOG	Police	\$ 50,000	\$ 50,000	None	Awarded/Active
FY23 Transportation Alternatives	RGVMPPO	Executive	\$ 200,000	\$ 200,000	25%	Awarded/Active
La Cuchilla Drainage Improvement Project	TXGLO	Executive	\$ 1,000,000	\$ 997,236.75	1%	Awarded/Active
Astroland Drainage Improvement Project	TXGLO	Executive	\$ 1,000,000	\$ 999,162	1%	Awarded/Active
Trail Connectivity Project	VBLF	Park	\$ 500,000	\$ 500,000	None	Awarded/Active
FY22 Justice and Mental Health Program	BJA	Police	\$ 388,001.38	\$ 229,962.91	(Year 1) 20%	Awarded/Active
Better Cities for Pets	Mars Petcare Program	Health	\$ 20,000	\$ 20,000	None	Awarded/Active
FY24-25 Regional Solid Waste Grant Program	LRGVDC	Sanitation	\$ 30,000	\$ 30,000	10%	Closed
Grand Total: \$				\$ 6,362,243.54		



CODE ENFORCEMENT

MONTHLY REPORT

MAY 2025

Item 5.

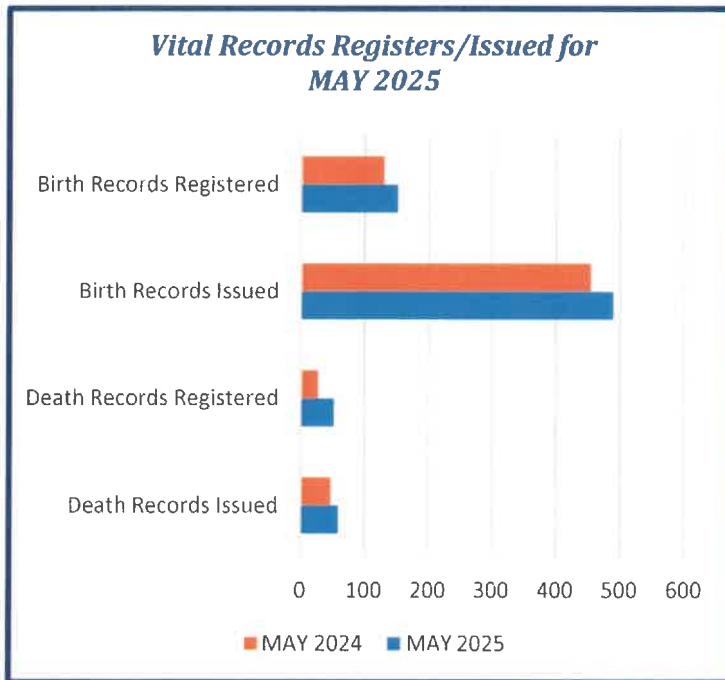
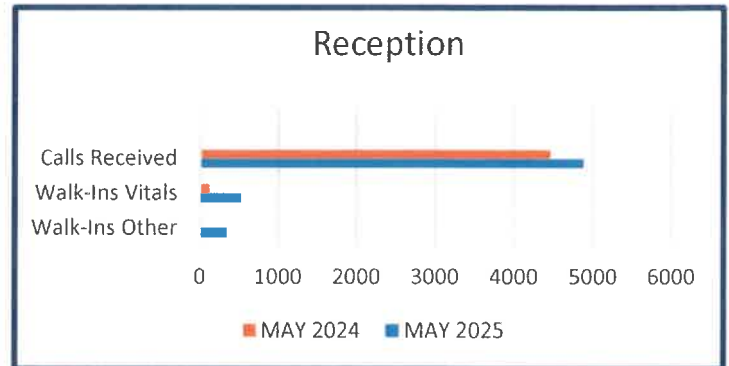
WEEDY LOT LETTERS	130
PROPERTIRES SENT TO MOWER'S LIST	58
PROPERTIES MOWED	48
SIGNS PICKED UP/RIGHT OF WAYS, BANDIT, TELEPHONE & GARAGE	123
ACCUMULATION OF ITEMS	2
COMMERCIAL PARKING LOT MAINT.	1
CONSTRUCTION W/O PERMITS /SETBACKS	13
DEMOLITION OF UNSAFE BUILDINGS	0
DOUBLE OCCUPANCY/HOOKED RV	0
HEALTH & SANITATION	13
HOME OCCUPATION	9
ILLEGAL DUMPING	7
IPMC VIOLATIONS	1
JUNKED VEHICLES/ BOATS	2
NO BUSINESS LICENSE/CUP REQ'D/ NO GARAGE SALE PERMITS	3
NON-RESIDENTIAL PARKING/SEMI TRUCKS	0
P & Z ZONING VIOLATONS/SUBDIVISION	1
PARKING ON LAWN	2
SIGHT OBSTRUCTION/SIDEWALKS/RIGHT OF WAY/DRIVEWAYS	3
STORAGE OF VEHICLES/BOATS/TRAILERS	0
UNSAFE / UNSECURED BUILDING	2
WEEDY LOTS	75
DEAD TREES	0
CASES FILED IN COURT/ PENDING WITH ATTORNEY	26
CASES SEEN IN COURT	71
CASES CLOSED	71

CITY SECRETARY MONTHLY REPORT – MAY 2025



Item 5.

<i>Reception</i>			
Calls Received	4,888	MAY 2025	
Walk-Ins-Vitals	522	Calls Received	4,458
Walk-Ins Other Departments	336	Walk-Ins	123



<i>Vital Statistics</i>				
	MAY 2025	YTD 2025	MAY 2024	YTD 2024
Birth Records Registered	152	1172	130	1532
Birth Records Issued	490	4031	454	3747
Death Records Registered	52	341	27	335
Death Records Issued	59	495	47	543
Funds Received	\$11,877	\$100,354	\$11,089	\$91,626

<i>Cemetery</i>					
2024-2025	Laurel Hill	San Jose	Catholic	Baby Space	YTD 24/25
Burials	3	0	1	0	40
Sold Spaces	0	0	0	0	0
2023-2024	Laurel Hill	San Jose	Catholic	Baby Space	YTD 23/24
Burials	3	0	4	0	43
Sold Spaces	0	0	0	0	1

Government Affairs -Departmental Report for Mid April- May

- Spoke with State Rep Longoria about holding off on the city's request for funding for the new Boys and Girls Club so that we are eligible to receive funding through other state and federal programs first.
- April 19th, wrote a speech for the Mayor and MC'd the Autism Awareness event that first Saturday during my first week.
- April 21st-23rd I discussed grant opportunities with Michael Elizalde, requested info from Abram on Cyber Security costs for managing recent cyber attack and discussed potential funding opportunities with exec through IJA funding
- April 24th Drafted talking points for Mayor for meeting Senator Cornyn, who was in town for a round table discussion at the 5X5 brewery over Tax Cuts & Jobs Act. Discussed setting up a future lunch meeting with Senator Cornyn's District Director Annie regarding a letter of support for funding future grants.
- April 29th, wrote speech for the Mayor and wrote a prayer for City Council for the Top 5 graduating students from Mission and Sharyland School District's dinner event.
- May 1st – Attended grand opening of new Hidalgo County Courthouse with Mayor
- May 2nd, I confirmed with Texas Parks and Wildlife that there will be no Urban Indoor Grants available for funding FY 2026, (which we were hoping could be used for a new Boys and Girls Club), however they are hoping to offer it every other year, depending on available funding.
- May 5, Wrote talking points for Mayor for the Annual Evening of Prayer.
- May 9th, Wrote speech for Mayor and Mr. Plata for Police Memorial Event
- May 12th, Drafted letter to local State Reps Longoria, Guerra and Munoz regarding the city's concerns on Senate Bill 1844 on disannexation.
- May 14th -May 15th travelled to Austin to attend hearing and Mayor's testimony on SB 447 regarding moving our May elections to November.
- Met with Josh Riojas, Regional Director for Senator Ted Cruz to discuss support for future funding the city will be applying for like IJA funding. Josh extended an opportunity to meet with the Senator in Washington DC if we can visit during June for RGV days at the Capitol. Mayor is unable to attend RGV week and I am currently requesting both Senator Cruz and Congresswoman de la Cruz for date in late July or early August to meet with them in DC.

- Met with the Governor's Advisor for Public Safety regarding pending grants for Operation Lone Star, we appear to still be in good shape for receiving funding.
- Wrote and sent a letter to State Rep Sergio Munoz regarding the Mayor's support for House Bill 3986 requesting to rename a portion of Business Highway 83 in the City of Mission, Texas in memory of Corporal Jose Luis "Speedy" Espericueta, Jr., who lost his life in 2019 while in the line of duty.
- Wrote a press release regarding SB 447, which allows the City of Mission to move its municipal elections from May to November after it passed the House and the Senate, and thanked Senator Juan Hinojosa and local State Reps for their support.
- Wrote a letter to Governor Abbott on behalf of the Mayor requesting him to approve and sign SB 447.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: June 9, 2025
PRESENTED BY: Anna Carrillo, City Secretary
AGENDA ITEM: Approval of Minutes – Carrillo
 Regular Meeting – May 27, 2025

NATURE OF REQUEST:

See attached minutes

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



MINUTES

PRESENT:

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

ABSENT:

ALSO PRESENT:

Iris Iglesias
Dolores Reyna
Brenda Enriquez
Abel Bocanegra
Lin-Lan
Chris Jenkinson
Beto De La Garza
Nancy Longoria
Gracie Saenz Reyna

STAFF PRESENT:

Anais Chapa, Assistant City Secretary
Juan Pablo Terrazas, Asst. City Manager
Andy Garcia, Assistant City Manager
Teclo Garcia, MEDC CEO
Vidal Roman, Finance Director
Alex Hernandez, Assistant Planning Director
Xavier Cervantes, Planning Director
Abram Ramirez, IT Director
Yenni Espinoza, Library Director
Edgar Gonzalez, Engineer
Cesar Torres, Chief of Police
Ruben Hernandez, Media Relations
Brad Bentsen, Parks & Rec Director
Michael Fernuik, Golf Director
Judith E. Garcia, Deputy Media Relations Director
Sydney Hernandez, Media Relations Director
Humberto Garcia, Media Relations
Michael Elizalde, Dir. Of Grants & Strategic Dev.
Noemi Munguia, Human Resources Director
Antonio Moctezuma, Police Officer
Rey Medrano, 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 3:38 p.m.

INVOCATION AND PLEDGE ALLEGIANCE

Councilwoman Jessica Ortega led the invocation and Pledge of Allegiance

DISCLOSURE OF CONFLICT OF INTEREST

Mayor Pro Tem Ruben Plata has one on file for items and executive session item #2.

PRESENTATIONS

1. Presentation of Sharyland ISD Chess Club - Hernandez

Sydney Hernandez, Media Relations Director, introduced the Sharyland ISD Chess Club. Members of the Chess Club were recognized for their outstanding achievements at the Super Nationals Chess Tournament in Orlando Florida. This elite competition brought together the best student players from across the country, from Kinder through 12th grade. Several of our local teams and students ranked in the Top 20 nationally in their divisions, and one student from Sharyland ISD was named the National Champion.

2. April Employee of the Month - Munguia

Noemi Munguia, Human Resources Director, recognized Magaly Garcia, as the Employee of the Month for the Month of April. Ms. Garcia was nominated by Keyla Lopez, Reference Librarian. Magaly had been a part of the Speer Memorial Library team for six years, and for the last two, she's led the Teens Division with heart and creativity. Most recently, she led a Teen Tech Fair during a special visit from the Texas State Library & Archives Commission. Magaly's passion, planning and presence made a lasting impression and helped showcase our library for an upcoming documentary.

3. Presentation of City of Mission Newly Designed Website - Hernandez

Sydney Hernandez, Media Relations Director, gave a brief update on the progress of the newly designed City of Mission Website. The website was set to launch on July 10th through CivicPlus. The new website would be very user friendly and citizens would have easier accessibility. It was designed to be more transparent for the public's use.

4. Proclamation - National Gun Violence Awareness Day – Torres

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

5. Proclamation - National Building Safety Month - Cervantes

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

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

Brenda Enriquez, Greater Mission Chamber of Commerce President, spoke about upcoming events such as: May 30th – New Podcase Episode – Texas National Bank at 9am, June 5th – Ribbon Cutting: The Firm Real Estate Co 4:30 p.m., June 10th – SBA's Boots to Business: Reboot Veteran Entrepreneurship Training 8am, June 19th – GMCC Membership Mixer 5:30 p.m., August 13th – Buenas Tardes Luncheon 11:30 a.m., October 9th – GMCC Annual Awards Banquet 6p.m.. She also stated that they had a very successful golf tournament with 120 golfers. The GMCC was able to donate \$5,000 to MCISD.

7. Departmental Reports – Perez

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

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

None

CONSENT AGENDA**9. Approval of Minutes – Carrillo**

Regular Meeting – May 12, 2025

10. Acknowledge Receipt of Minutes – Perez

Citizen's Advisory Committee – March 25, April 10, April 22, 2025

Parks & Recreation Board – April 8, 2025

11. Approval of Resolution #1989 of the City Council of the City of Mission, Texas repealing Resolution No. 1840 which established the Special Events and Entertainment Committee - Lerma

On June 12, 2023, the City of Mission adopted Resolution No. 1840, establishing the Special Events and Entertainment Committee to promote the Mission Event Center and tourism, the Mission Event Center had since grown into a thriving venue, hosting a diverse array of successful events including conferences, expos, weddings, community celebrations, corporate meetings, and citywide initiatives. Due to the growth and the current level of activity at the Event Center, the original need for a formal committee to generate promotional recommendations had been fulfilled. The City Council had determined that the objectives of the Special Events and Entertainment Committee could now be effectively managed through existing staff resources.

RESOLUTION NO. 1989

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION REPEALING
RESOLUTION NO. 1840, WHICH ESTABLISHED THE SPECIAL EVENTS AND
ENTERTAINMENT COMMITTEE

12. Approval of Resolution #1990 of the City of Mission, Texas authorizing intervention in AEP Texas Inc.'s application to amend its Rider Mobile Temporary Emergency Electric Energy Facilities before the commission - Carrillo

The City would join other Cities Served by AEP Texas in this proceeding and, authorized the hiring of Jamie Mauldin of Lloyd Gosselink Rochelle and Townsend, P.C, and consultants to review the Company's filing, negotiate with the Company, make recommendations regarding a reasonable revenue requirement and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action. The rate case expenses shall be reimbursed by AEP Texas.

RESOLUTION NO. 1990

RESOLUTION OF THE CITY OF MISSION AUTHORIZING INTERVENTION IN AEP
TEXAS INC.'S APPLICATION TO AMEND ITS RIDER MOBILE TEMPORARY
EMERGENCY ELECTRIC ENERGY FACILITIES BEFORE THE COMMISSION;
APPROVING COOPERATION WITH THE CITIES SERVED BY AEP TEXAS; HIRING
LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE
WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS;
REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT
THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC
AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO LEGAL
COUNSEL

13. Approval of Interlocal Agreement between Agua Special Utility District and the City of Mission regarding an emergency water interconnect – Terrazas

City agreed to sell treated water to Agua through the water main emergency interconnection in the event of an emergency that debilitates Agua's water distribution system or water treatment plant. An event arising from fire, flood, storm, or other calamity directly affecting Agua's water distribution system or water treatment plant; or maintenance of Agua's water treatment plant that caused the plant to be offline and unable to produce water for an extended period of time, which would cause an immediate threat to the life, health, or property of the customers and users of Agua's water system. The City Manager may discontinue the supply of water to Agua through the emergency interconnection at any time, if, in the opinion of the City, discontinuing the supply of water was necessary for the health, safety, and welfare of the City's water customers and users. Agua agreed to that it would use its best efforts to resolve the Emergency as soon as possible. Agua agreed to immediately discontinue obtaining emergency water service from the City when the Emergency ceased to exist. Agua shall notify the City's City Manager, or his designee, in writing at the end of the Emergency to terminate the emergency water service. The City's personnel would close the emergency interconnection and read the meter within 24 hours after Agua's termination notice was received by the City. Agua agreed to pay for the water that passes through the emergency interconnection at the then-adopted commercial water usage rates for an eight (8) inch meter by the City. Agua approved the agreement at their May 5, 2025 meeting.

14. Authorization to extend First One-Year Renewal for Chlorine Gas for North & South Water Treatment Plants - Terrazas

Seeking authorization to exercise the First One-Year Renewal with PVS DX, Inc; this was the first of two renewal options. The contract term was for one (1) year with the option to renew for two additional one-year renewals. Recommendation was based solely on estimated quantities and orders would be placed on as needed basis. The agreement would extend Bid No. 24-570-06-26 from July 11th, 2025 through July 10th, 2026. Chlorine Gas price remained the same \$2,378 per ton cylinder.

15. Authorization to Solicit Bids for Palm Tree Trimming - Bentsen

Staff was seeking authorization to solicit bids for the trimming and "skinning" of palm trees on and within city owned properties (Parks/City Facilities) and Right of Ways (ROW). Services would include all supervision, labor, materials, supplies, tools and equipment necessary for the trimming, skinning and disposal of all leaves and shavings.

16. Approval of Interlocal Agreement between City of Mission and Mission Consolidated Independent School District for Summer Pool Use – Bentsen

City of Mission and Mission CISD desired to enter into an Interlocal Agreement for the purpose for the use of MCISD Aquatic Center located at 1500 North Nicholson Ave., Mission, Texas. The agreement was for the 2025 Texas Amateur Athletic Federation (TAAF) summer swim season. No monetary fees shall be charged by either Party. This Agreement was based solely on the exchange of services described therein.

17. Approval of Interlocal Agreement with Goodbuy Cooperative - Roman

In accordance with Texas Government Code Chapter 791, which governed interlocal cooperation contracts, the City of Mission sought to enter into an interlocal agreement with the Goodbuy Purchasing Cooperative, operated by the Education Service Center, Region 2. Goodbuy provided competitively procured purchasing contracts that met state procurement requirements and offer efficiency, cost savings, and streamlined access to goods and services.

18. Plat Approval: Sharyland Business Park Subdivision, 175.221 acres out of Porcion 57, Light Industrial Zoning, Developer: Cascade Real Estates Operating, L.P., Engineer: Melden & Hunt, Inc., - Cervantes

The subject site was located at the Northwest corner of Anzalduas Highway and F.M. 494 Shary Road. This development consisted of 15 lots and 1 drain ditch. Water service was provided from an existing 12" main located along the West side of Anzalduas Highway and from an existing 8" line along F.M. 494 Road. There was a total of 20 fire hydrants as per the Fire Marshall's directive. The sanitary sewer line ran to and thru the subdivision collecting from 8" sewer stub outs. The internal streets range from 50' B-B on a 70' ROW and 80' B-B on a 120' ROW.

Storm drainage for this site was compliant for a 50-year storm event. The Engineering Department had approved the drainage construction as built

19. Authorization to lease/purchase (2) 2025 Silverado Crew Cab pickup trucks for the Mission Police Department fleet from D&M Leasing Company (buyboard contract #744-24), totaling \$113,113.28, using the Stonegarden FY2024 Grant funds, federal asset forfeiture treasury funds, and capital outlay – Torres

The Mission Police Department was seeking authorization to lease and later purchase (2) 2025 Silverado Crew Cab pickup trucks for the Mission Police Department fleet from D&M Leasing Company (buyboard contract #744-24). The (2) 2025 Silverado Crew Cab pickup trucks would be leased for a 12-month period and paid off after the leasing period ends. The principal purchase cost amount of each vehicle was \$54,595.75. The interest to be paid for each vehicle was \$1,960.89. The purchase cost amount was \$113,113.28, including the interest paid during the leasing period. The lease expenditure would be made with \$100,000.00 deriving from Stonegarden FY2024 Grant funds and \$13,113.28 deriving from federal asset forfeiture treasury funds. Any remainder costs would derive from capital outlay.

Mayor Pro Tem Plata moved to approve all consent agenda items 9 thru 19 as presented. Motion was seconded by Councilwoman Marissa Gerlach and approved unanimously 5-0.

PUBLIC HEARING

PLANNING & ZONING RECOMMENDATIONS

20. Conduct a public hearing and consideration of a Conditional Use Permit to Neva P. Masengale for a Home Occupation - Daycare in a (R-1) Single Family Residential District, being Lot 37, Woodcrest Estates, located at 2807 Norma Drive, Adoption of Ordinance # _____ – Cervantes

The site was located at the Northwest corner of Taylor Road and Norma Drive. Per Code of Ordinance, a Home Occupation requires the approval of a Conditional Use Permit by the City Council. The applicant proposed a home daycare for parents to leave their children in a safe and caring environment. The applicant was proposing a daycare where the children can learn skills needed for school and life lessons taught by trained individuals in early childhood development. The proposed hours of operation were as follows: Monday–Friday from 7:30 am to 5:30 pm Staff: 5 employees (*Note: Sec.1.56(1)(d) states: There shall be no more than one additional unrelated employee other than immediate members of the family residing on the premises.) Parking: The applicant proposed to utilize the two existing parking spaces on the driveway for drop-off and pickup. Staff was concerned that this proposed home occupation could create traffic concerns due to being too close to the stop sign and Shary Road. During the Planning and Zoning Meeting, there was public opposition. The concerns voiced were in regards to traffic, and children's safety.

Staff mailed out (23) 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 City Manager recommended approval of the request subject to the following conditions: 1 year re-evaluation to continue to assess this new home occupation; Applicant to be limited to one (1) employee at a time, or must submit a petition reflecting 90% of the property owners within 200 foot radius in favor of the variance to the number of employees allowed; Pickup and Dropoff of children must be within the private property; Continued compliance with all City Codes (Building, Fire, Health, Noise, etc.); CUP is not to be transferable to others; Hours of operation: Monday–Friday from 7:30 am to 5:30 pm

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

Neva P. Masengale, requestor, stated that this had been reviewed and approved by the Planning Department however P&Z had denied the request due to not having sufficient parking and being a high-trafficked area. In reference to the opposition, she stated that there would be sufficient parking in the area to accommodate the small group of children that would attend. She also stated that Taylor Road has been widened and the traffic should not be an issue. Ms. Masengale spoke to her neighbors who did not have any opposition to the request.

Melinda Youngblood, 2806 Nicole, was the back-door neighbor to this property and was in opposition of the request. She had a pool in her property and had concerns for the children crossing the fence into her property. She was also concerned over the traffic that the upcoming Taylor Road expansion project would bring to the area.

Gracie Reyna, resident in the area, was also in opposition of the request. P&Z had denied the request and she asked council to do the same. Her main concerns were the increase in traffic off of Taylor Road as well as the limited parking.

Steve Masengale, 2807 Norma Drive, stated that their fence was a 6-foot-high fence and there wouldn't be a way for the children to climb over it. The children would always be under supervision. As far as the concerns for parking, he had thought of implementing a circular driveway to have more space and make it more convenient for everyone. The hours of operation would be from 7:30 a.m. – 5:30 p.m. and the traffic was not bad at those hours.

Councilwoman Ortega asked if there were any other daycares like this in neighborhoods to which Mr. Cervantes responded yes.

Mayor Pro Tem Plata stated that every case was different and each request had to be reviewed.

Mayor Garza asked when the expansion of Taylor Road would be starting. She was concerned for the amount of traffic that the expansion would bring to the area.

Juan Pablo Terrazas, Assistant City Manager, stated that the expansion was set to begin in September of this year with an estimated completion time of 24 months.

Councilwoman Gerlach stated she was also concerned about the increase of traffic in the area when the project on Taylor Road got started.

Councilwoman Ortega moved to approve a Conditional Use Permit to Neva P. Masengale for a Home Occupation - Daycare in a (R-1) Single Family Residential District, being Lot 37, Woodcrest Estates, located at 2807 Norma Drive, Adoption of Ordinance # 5650 for a six-month period and with the addition of a circular driveway to the property. Motion was seconded by Councilman Vela and denied 3-2, with Mayor Garza, Mayor Pro Tem Plata and Councilwoman Gerlach voting against.

21. Conduct a public hearing and consideration of a Conditional Use Permit for a Drive-Thru Service Window for Hiro, LLC aka Pura Vida Snacks & Drinks, being Lot C1-A, Replat of Lots C1 thru C11, Taurus Estates No. 3 Subdivision in a (C-3) General Business District, located at 3009 N. Inspiration Road, Suite A, Applicant: Hiram Cisneros, Adoption of Ordinance #5651 –Cervantes

The site was located at the NW corner of Inspiration Road and Giselle Street. Per Code of Ordinance, a Drive-Thru Service Window required the approval of a Conditional Use Permit by the City Council. The applicant had operated a snack shop at this location since 2018 under Xquinkles Snackland Inspiration. The last conditional use permit approved for the drive-thru service window for this location was on June 10, 2024 for life of use. The applicant would now like to change the name of the business to Pura Vida Snacks & Drinks, and that required a new conditional use permit. The proposed hours of operation were as follows: Monday – Sunday from 11:00 am to 9:00 pm Staff: 1 employee; Parking: There were 19 seating spaces, which required 6 parking spaces (19 total seating spaces/3 = 6.33 parking spaces). There were 138 existing parking spaces in the commercial plaza that are shared with the other businesses. Staff noted that there was landscaping in front of the business and along Giselle Street which must be maintained by the property owner or the applicant. Sale of Alcohol Section 6-4: of the Zoning Code required such uses to be 300 feet from the nearest residence, church, school, or publicly owned property. There was a residential subdivision directly behind the alley that fell within the 300 feet, however, P&Z and City Council have waived the separation requirement in the previous approval. The Planning staff had not received any objections to the request from the surrounding property owners. Staff mailed out (32) 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 City Manager recommended approval of the request subject to the following conditions: Life of use with the understanding that the permit can be revoked due to non-compliance; Acquire a new business license; Continued compliance with all City Codes (Building, Fire, Health, etc.); Compliance with TABC requirements; Waiver of the 300' separation requirement from the residential neighborhoods; CUP is not to be transferable to others; Hours of operation: Monday – Sunday from 11:00 am to 9:00 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 for a Drive-Thru Service Window for Hiro, LLC aka Pura Vida Snacks & Drinks, being Lot C1-A, Replat of Lots C1 thru C11, Taurus Estates No. 3 Subdivision in a (C-3) General Business District, located at 3009 N. Inspiration Road, Suite A, Applicant: Hiram Cisneros, Adoption of Ordinance #5650. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

ORDINANCE NO. 5651

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT FOR A DRIVE-THRU SERVICE WINDOW - HIRO, LLC AKA PURA VIDA SNACKS & DRINKS, BEING LOT C1-A, REPLAT OF LOTS C1 TRHU C11, TAURUS ESTATES NO. 3 SUBDIVISION IN A (C-3) GENERAL BUSINESS DISTRICT, LOCATED AT 3009 N. INSPIRATION ROAD, SUITE A

22. Conduct a public hearing and consideration of a Conditional Use Permit for an Event Center – Florence Events, being Lot 5, Northtown Unit No. 1 Subdivision in a C-3 zone General Business District, located at 2722 N. Conway Avenue. Applicant: Erica Veronica Perez, Adoption of Ordinance #5652 – Cervantes

The site was located approximately 75 feet South of E. 28th Street along the East side of N. Conway Avenue, S.H. 107. Pursuant to Section 1.43 (3)(F) of the City of Mission Code of Ordinances, an Event Center required the approval of a conditional use permit by the City Council. The applicant was leasing a 2,250.00 square foot suite for an Event Center that will be named “Florence Events”. Proposed activities: The venue featured several types of events and private gatherings. The proposed hours of operation were as follows: Monday thru Sunday from 9:00 am to 12:00 am. Staff would be 1 employee; Parking: Due to the total of 80 proposed chairs, a total of 27 parking spaces are needed. There were a total of 41 parking spaces held in common for the plaza. The Planning Staff had not received any objections to the request from the surrounding property owners. Staff mailed out (23) legal notices to the surrounding property owners. In accordance with the zoning ordinance, the P&Z and City Council may imposed requirements and conditions of approval as were needed to ensure that a use requested by a conditional use permit was compatible and complementary to adjacent properties.

Staff and City Manager recommended approval of the request for 2 years subject to the following conditions: Must comply with all City Codes (Building, Fire, Health, etc.); Hours of operation were Monday thru Sunday from 9:00 am to 12:00 am; Must comply with the noise ordinance; Acquisition of a business license prior to occupancy; CUP was not transferable to others

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

There were no comments.

Mayor Pro Tem Plata moved to approve a Conditional Use Permit for an Event Center – Florence Events, being Lot 5, Northtown Unit No. 1 Subdivision in a C-3 zone General Business District, located at 2722 N. Conway Avenue. Applicant: Erica Veronica Perez, Adoption of Ordinance #5652. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

ORDINANCE NO. 5652

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT FOR AN EVENT CENTER – FLORENCE EVENTS, BEING LOT 5, NORTHTOWN UNIT NO. 1 SUBDIVISION IN A C-3 ZONE GENERAL BUSINESS DISTRICT, LOCATED AT 2722 N. CONWAY AVENUE

23. Conduct a public hearing and consideration of a Conditional Use Permit to allow a Mobile Food Unit – Elotes & More, being the East 300 feet of the South 300 feet of the North 300 feet of the East 479.4 feet of the West 1249.4 feet of Lot 24-6, West Addition to Sharyland Subdivision, in a (C-2) Neighborhood Commercial District, located at 2215 N. Conway Avenue. Applicant: Ricardo Martinez, Adoption of Ordinance #____ – Cervantes

The site was located at the Southwest corner of N. Conway and Griffin Parkway within the property of the Conway Avenue Baptist Church. Pursuant to Section 1.56 of the City of Mission Code of Ordinances, a Mobile Food Unit required the approval of a conditional use permit by the City Council. The applicant proposed to place a 9 foot by 18-foot mobile food unit using three church parking spaces to allow the unit owners to sell their corn products. The church pastor had allowed the use of the building restrooms to be accessible to the employees and customers while the church was in service only. The proposed hours of operation were as follows: Wednesday from 7:00 p.m. to 8:30 p.m. & Sunday from 10:00 a.m. to 12:00 p.m. Staff: 4 to 6 employees. Parking: The church had a total of 60 parking spaces available. Based on the capacity of the church 50 parking spaces required, exceeding code by 10. (1 parking space for every 4 seats in the auditorium 200 seats/4 = 50 parking spaces). The application for this conditional use permit was submitted after the April 28, 2025 ordinance amendment placing limitations for new mobile food units to be located with a one-mile minimum distance separation from existing mobile food units. The proposed location was 1,040 feet of the existing mobile food unit located at 1625 N. Conway. The Planning Staff had not received any objections to the request from the surrounding property owners. Staff mailed out (10) 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 were needed to ensure that a use requested by a conditional use permit is compatible and complementary to adjacent properties.

Staff and City Manager recommended denial.

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

Ricardo Martinez, requestor, stated that they had decided to relocate the mobile food unit further south onto the property. The would only be operating two days out of the week, on Wednesdays and Sundays. This was a proposal for a simple set up and proceeds would be for the benefit of the church.

Councilwoman Ortega asked if this would be a different conditional use permit since it would be part of the church.

Mr. Cervantes stated that it would be the same conditional use permit; however, they were not meeting the requirements due to the new guidelines for mobile food units.

Mayor Garza inquired if there was a way for them to possibly choose another location that did meet the distance requirements and then bring the item back for review then.

Mr. Cervantes suggested that the item be denied. If the applicant was able to find another location that met all the requirements, it would have to be brought the P&Z Board first for review then it could be seen by Council.

Councilwoman Ortega moved to deny a Conditional Use Permit to allow a Mobile Food Unit – Elotes & More, being the East 300 feet of the South 300 feet of the North 300 feet of the East 479.4 feet of the West 1249.4 feet of Lot 24-6, West Addition to Sharyland Subdivision, in a (C-2) Neighborhood Commercial District, located at 2215 N. Conway Avenue. Applicant: Ricardo Martinez, Adoption of Ordinance #____. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

24. Conduct a public hearing and consideration of a renewal of a Conditional Use Permit to AM PM Roadside & Recovery LLC to allow a portable building for office use, being Lot 4,

Henry Saenz Subdivision, in a (C-4) Heavy Commercial District, located at 1519 E. Expressway 83, Adoption of Ordinance #5653 – Cervantes

The site was located along the North side of US Expressway 83 approximately 600 feet West of Stewart Road. On April 11, 2022, the applicant was issued a renewal of a Conditional Use Permit for three (3) years to allow the portable building for office use. The applicant was requesting a one-year extension of the Conditional Use Permit to keep the 14' by 72' portable building to be used as office space. The applicant stated that if the property owner does not grant him permission to build a permanent structure he had plans to relocate the business. The portable building was setback 103 feet from the front property line and the rest of the property was being used for the storage and repair of vehicles. The business had three (3) employees, and the hours of operation for the office would be Monday thru Friday from 8:00 a.m. to 5:00 p.m. Staff had not received any objections to the request from the surrounding property owners. The Planning Staff had not received any objections to the request from the surrounding property owners. Staff mailed out 35 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 were needed to ensure that a use requested by a conditional use permit was compatible and complementary to adjacent properties.

Staff and City Manager recommended approval subject to the following conditions: Staff recommended Approval for a 1-year only; Must comply with all City Codes (Building, Fire, Landscaping and Signs); Hours of operation for the office were Monday thru Friday from 8:00 am to 5:00 pm; CUP was not transferable to others.

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

Keith Mora, owner of the business, stated that he has always provided services to the City of Mission and has a great working relationship with both the Police and Fire Departments. He also always tries to give back to the community whenever possible. He was requesting this because his landlord refused to provide a building for him and would not allow him to build one either. He was on the last year of his contract, and would like an extension of this CUP to allow him to finish his contract. If the landlord would not work with him on a permanent building, he planned on relocating his business.

Mayor Garza stated that this would be the last conditional use permit that would be issued for this property for the use of a portable building.

Mayor Pro Tem Plata moved to approve the renewal of a Conditional Use Permit to AM PM Roadside & Recovery LLC to allow a portable building for office use, being Lot 4, Henry Saenz Subdivision, in a (C-4) Heavy Commercial District, located at 1519 E. Expressway 83, Adoption of Ordinance #5653. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

ORDINANCE NO. 5653

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT RENEWAL FOR AM PM ROADSIDE & RECOVERY LLC TO ALLOW A PORTABLE BUILDING FOR OFFICE USE, BEING LOT 4, HENRY SAENZ SUBDIVISION, IN A (C-4) HEAVY COMMERCIAL DISTRICT, LOCATED AT 1519 E. EXPRESSWAY 83

25. Conduct a public hearing and consideration of a renewal of a Conditional Use Permit for the Le Petite Pastries Restaurant in a (C-2) Neighborhood Commercial District, being Lot 1, Bannworth Business Center, located at 1821 N. Shary Road, Ste. 7, Applicant: Cesia Alfaro, Adoption of Ordinance #5654 –Cervantes

The site was located along the West side of Shary Road between Village Drive and Mulberry Street. Per Code of Ordinance, in a C-2 (Neighborhood Commercial) zone a Restaurant required the approval of a Conditional Use Permit by the City Council. The applicant would like to renew the conditional use permit for the restaurant in order to continue to offer coffee, cookies, brownies, cheesecakes, and other items on the menu. The business had been in operation since April 25, 2024. Access to the site was via a 30' access driveway off Shary Road. The last conditional use permit approved for this location was on April 8, 2024 for 1 year. The proposed hours of operation were as follows: Monday–Saturday from 9:00 am to 7:00 pm, closed Sundays. Staff: 3 employees; Parking: In reviewing the floor plan, there are 13 total seating spaces, which require 4 parking spaces ($13 \text{ total seating spaces} / 3 = 4.33 \text{ parking spaces}$). There are 58 existing parking spaces in the commercial plaza that were shared with the other businesses. Landscaping: Staff noted that additional landscaping would need to be added along Shary Road and must be maintained by the property owner or the applicant. The Planning staff had 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 was compatible and complementary to adjacent properties.

Staff and City Manager recommended approval subject to the following conditions: Life of the use contingent on the additional landscaping with a drip irrigation system along Shary Road. Continued compliance with all City Codes (Building, Fire, Health, Noise, etc.); Restrooms must be accessible to employees and patrons at all times; CUP is not to be transferable to others; Hours of operation: Monday–Saturday from 9:00 am to 7:00 pm, Closed Sundays

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

There were no comments.

Mayor Pro Tem Plata moved to approve the renewal of a Conditional Use Permit for the Le Petite Pastries Restaurant in a (C-2) Neighborhood Commercial District, being Lot 1, Bannworth Business Center, located at 1821 N. Shary Road, Ste. 7, Applicant: Cesia Alfaro, Adoption of Ordinance #5654. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

ORDINANCE NO. 5654

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT RENEWAL FOR THE LE PETITE PASTRIES RESTAURANT IN A (C-2) NEIGHBORHOOD COMMERCIAL DISTRICT, BEING LOT 1, BANNWORTH BUSINESS CENTER SUBDIVISION, LOCATED AT 1821 N. SHARY ROAD, SUITE 7

26. Conduct a public hearing and consideration of a renewal and an amendment of a Conditional Use Permit for the sale and on-site consumption of alcoholic beverages and to allow late hours – Tommasino Pizza Pasta & Vino, being Lots 1 & 2, Block 2, Springfield

Phase I Commercial Subdivision, in a (C-3) General Business District, located at 2100 E. Griffin Parkway. Applicant: Javier Covarrubias, Adoption of Ordinance #5655 – Cervantes

The site was located at the Southeast corner of E. Griffin Parkway and Creek Run Street in a suite within a multi-tenant commercial plaza for the Italian restaurant. Pursuant to the City of Mission Code of Ordinances, a restaurant with alcohol sales required the approval of a conditional use permit by the City Council. On January 10, 2024, the applicant obtained a Conditional Use Permit for two years. The applicant would like to extend the hours for the sale and consumption of alcoholic beverages to obtain a late hours license from TABC. In 2024, the Council approved for alcoholic beverages to be sold at the restaurant even though the restaurant was within 300 feet of a residential subdivision. The proposed hours of operation were as follows: Every day from 8:00 a.m. to 2:00 a.m. Parking: In reviewing the floor plan, there is a total of 116 seating spaces resulting in 39 parking spaces required. There are 72 parking spaces available in the commercial plaza and the parking was shared with the other businesses. Landscaping was meeting code. The Planning Staff had not received any objections to the request from the surrounding property owners. Staff mailed out 50 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 were needed to ensure that a use requested by a conditional use permit was compatible and complementary to adjacent properties.

Staff and City Manager recommended approval subject to the following conditions: Staff recommends approval for a 2-year period in order to assess this operation; Must comply with all City Codes (Building, Fire, Health, Sign, etc.); Wet zone property; CUP was not transferable to others

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

There were no comments.

Councilwoman Ortega moved to approve the renewal and an amendment of a Conditional Use Permit for the sale and on-site consumption of alcoholic beverages and to allow late hours – Tommasino Pizza Pasta & Vino, being Lots 1 & 2, Block 2, Springfield Phase I Commercial Subdivision, in a (C-3) General Business District, located at 2100 E. Griffin Parkway. Applicant: Javier Covarrubias, Adoption of Ordinance #5655 with the hours of operation being extended to 2 a.m.. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

ORDINANCE NO. 5655

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT RENEWAL FOR THE SALE AND ON-SITE CONSUMPTION OF ALCOHOLIC BEVERAGES AND TO ALLOW LATE HOURS – TOMMASINO PIZZA PASTA & VINO, BEING LOTS 1 & 2, BLOCK 2, SPRINGFIELD PHASE I COMMERCIAL SUBDIVISION, IN A (C-3) GENERAL BUSINESS DISTRICT, LOCATED AT 2100 E. GRIFFIN PARKWAY

APPROVALS AND AUTHORIZATIONS**27. Approval of Memorandum of Understanding between the City of Mission and Mission Consolidated Independent School District related to real estate transactions and land donations for flood mitigation purposes – Terrazas**

The District and City had experienced increasing incidents of localized flooding that negatively affect residents' quality of life, public safety, and access to essential services, including the ability

of students within Mission CISD to attend school, protect personal belongings, and maintain academic continuity. The City would utilize district properties for Flood Mitigation Purposes. Mission CISD had identified the following two properties that may assist in address local flooding: Parcel 1: A tract of District-owned land located at the corner of Francisco Avenue and Citriana Drive and Parcel 2: The athletic field located at Bryan Elementary School, used for instructional, extracurricular, and community purposes. The City agreed to donate to Mission CISD a tract of land located at the northeast corner of Bryan Road and Elm Drive which the District intended to develop for overflow parking to support Bryan Elementary School. The parties acknowledged and agreed that ongoing collaboration and good-faith communication shall be maintained throughout the planning and implementation process to ensure alignment with their shared goals and responsibilities to the community. MOU was approved by Mission CISD on May 21, 2025.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve the Memorandum of Understanding between the City of Mission and Mission Consolidated Independent School District related to real estate transactions and land donations for flood mitigation purposes. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

28. Approval of Ordinance # 5650 amending Chapter 114-Utilities, Article I. Section 114-21.- Connection of Discharge Lines to City Sanitary Sewer Lines by repealing Subsections (A) through (G); by adding new Sections (A)-(D) – Terrazas

Chapter 114-Utilities, Article I. Section 114-21

(a) Any structure located on property within 80 feet of a sanitary sewer line, by way of a public right-of-way, public or private easement, must connect any discharge lines to such sanitary sewer line within 60 calendar days of when the improvement first became within such distance of the sanitary sewer line. No one may have a discharge line connected to a septic tank whenever any discharge line was required to be connected to a sanitary sewer line.

(b) If the property owner/occupant failed to connect in a timely manner the city was authorized to charge the property owner/tenant for the sewer service.

(c) Any person violating any provision of this section within the corporate limits of the city shall be guilty of a misdemeanor, and upon conviction shall be fined as provided in section 1-14 of this code. Each day that such a violation continued shall be a separate offense. Prosecution or conviction under this provision shall never be a bar to any remedy or relief for violations of this section.

(d) If any health issue/complaints arise due to the septic tank overflowing, the property owner/occupant may be subject to a misdemeanor violation or other violation as provided by law.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve Ordinance # 5650 amending Chapter 114-Utilities, Article I. Section 114-21.- Connection of Discharge Lines to City Sanitary Sewer Lines by repealing Subsections (A) through (G); by adding new Sections (A)-(D). Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

ORDINANCE NO. 5650

AN ORDINANCE AMENDING CHAPTER 114-UTILITIES, ARTICLE I. SECTION 114-21.- CONNECTION OF DISCHARGE LINES TO CITY SANITARY SEWER LINES BY REPEALING SUBSECTIONS (A) THROUGH (G); BY ADDING NEW SECTIONS (A)-(D); REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVING EFFECTIVE DATE

29. Authorization to award bid for Manhole Rehabilitation Project to Renoworks, LLC in the amount of \$228,010.00 – Terrazas

The City of Mission had accepted and opened six (6) bid responses for, Manhole Rehabilitation Project for the Public Works Department. Staff recommended to award Bid 25-455-05-07 to Renoworks, LLC. In the amount of \$228,010.00 who was the lowest responsible bidder meeting all specifications.

Staff and City Manager recommended approval.

Councilwoman Ortega moved to award bid for Manhole Rehabilitation Project to Renoworks, LLC in the amount of \$228,010.00. Motion was seconded by Councilman Vela and approved unanimously 5-0.

30. Authorization to accept grant award from Texas Parks & Wildlife Department for the Recreational Trails Grant in the amount of \$250,000 with a 20% cost share supported by in-kind services – Elizalde

The City of Mission Parks & Recreation Department was seeking authorization to accept grant award from TPWD for the Recreational Trails Grant in the amount of \$250,000 with a 20% cost share in the amount of \$50,000. The city would support its required cost share with in-kind services to include labor for the project's trail overlay and vegetation clearing.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to accept grant award from Texas Parks & Wildlife Department for the Recreational Trails Grant in the amount of \$250,000 with a 20% cost share supported by in-kind services. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

31. Authorization to accept grant award from TDEM for the FY22 Building Resilient Infrastructure and Communities Grant Program in the amount of \$404,710 with a cost share of 28% – Elizalde

The City of Mission was seeking authorization to accept grant award from TDEM/FEMA for the FY22 Building Resilient Infrastructure and Communities Grant Program in the amount of \$404,710. The Federal share was \$290,143.89 and the city's local share was \$114,566.11 (28%). The purpose of this program was to provide support to communities for hazard mitigation activities that promote climate adaptation and resilience with respect to the growing hazards associated with climate change. The city would utilize the funding for the engineering and design of the Sunset & Astroland Drainage Project.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to accept grant award from TDEM for the FY22 Building Resilient Infrastructure and Communities Grant Program in the amount of \$404,710 with a cost share of 28%. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

32. Approval of Budget Amendment BA-25-34: General, Fire Replacement and Event Center Fund– Roman

Approval of the attached budget amendments:

General Fund – (\$2,221,931 Net Balance Revenue over Expenditures)

Fire Replacement Fund – (\$50,537 Net Expenditures over Revenue)

Event Center Fund – (\$30,592 Net Balance on Expenditures).

Staff and City Manager recommended approval.

Councilwoman Ortega moved to approve Budget Amendment BA-25-34: General, Fire Replacement and Event Center Fund. Motion was seconded by Councilman Vela and approved unanimously 5-0.

UNFINISHED BUSINESS

Mayor Pro Tem Plata moved to remove item from the table. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

33. Tabled 05/12/2025: Conduct a public hearing and consideration of a rezoning request from Single Family Residential District (“R-1”) to Townhouse Residential District (“R-1T”) being a 4.100 acre tract, being comprised of the following tracts of land; Tract 1: A tract of land containing 1.0 acres, more or less, out of Lot 18-4, West Addition to Sharyland Subdivision; Tract II: A tract of land out of Lot 18-4, West Addition to Sharyland Subdivision, located along the North side of West 1st Street approximately 256 feet West of Holland Avenue. Applicant: Mario Salinas, Adoption of Ordinance # _____ – Cervantes

The applicant was requesting to rezone the subject property from Single Family Residential District (R-1) to Townhouse Residential District (R-1T) to pursue the development of a townhomes subdivision. The site was located along the North side of West 1st Street approximately 256 feet West of Holland Avenue. The surrounding zones consisted of: Single Family Residential District (R-1) to the east, north, and west, and Multi-Family Residential District (R-3) to the south. Existing Land Uses were: Single Family Residential to the east and north, vacant to the west, and Apartments to the south. The subject property was vacant. The Future Land Use Map showed the subject property as Moderate Density Residential. Moderate Density Residential uses generally include those specified in Townhouse Residential District (R-1T), Duplex-Fourplex Residential District (R-2), and the Mobile and Modular Home District (R-4) zoning. The requested zoning was in line with the Future Land Use Map. The Planning staff had not received any objections to the request from the surrounding property owners. Staff mailed out (62) legal notices to surrounding property owners.

Staff and City Manager recommended approval.

Mr. Cervantes stated that there would be no action taken on this item due to the applicant withdrawing the request.

No Action Taken.

ROUTINE MATTERS

City Manager Comments – Speer Memorial Library will be hosting a Teen Aminanga Club activity on Wednesday, June 2 at 6:00 p.m. Donuts with the Chief will be held on Thursday, June 5 at 9:30 a.m. at the Mission Police Department.

City Council Comments – Councilwoman Ortega wished Councilman Vela a Happy Birthday. She also wanted everyone to enjoy their summer vacation. Councilwoman Gerlach wished everyone a fantastic summer. Councilman Vela congratulated all graduates.

Mayor's Comments – Mayor Garza congratulated all graduates from all grade levels and wished them all the best.

At 5:26 p.m., Councilwoman Ortega moved to convene into Executive Session. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

EXECUTIVE SESSION

Upon conclusion of Executive Session at 6:27 p.m., Mayor Pro Tem Plata moved to reconvene the regular meeting. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0

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

No Action

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

No Action

3. Closed session pursuant to Tex. Gov't Code Section 551.074 (Personnel Matters) Evaluation of Chief of Police

No Action

ADJOURNMENT

At 6:28 p.m., Mayor Pro Tem Plata moved for adjournment. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

ATTEST:

Norie Gonzalez Garza, Mayor

Anna Carrillo, City Secretary



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: June 9, 2025

PRESENTED BY: Mike R. Perez, City Manager

AGENDA ITEM: Acknowledge Receipt of Minutes – Perez
 Cimarron Public Improvement District – March 31, April 14, 2025
 Mission Economic Development Corporation – April 16, 2025
 Mission Redevelopment Authority – April 22, 2025
 Mission Tax Increment Reinvestment Zone – April 22, 2025
 Mission Civil Service – April 9, 2025
 Ambulance Board – February 26, 2025

NATURE OF REQUEST:

See attached minutes.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

**CIMARRON PUBLIC IMPROVEMENT DISTRICT
BOARD OF DIRECTORS MEETING
MARCH 31, 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 March 31, 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 were Attorneys David Earl, Jeffrey Earl, and City Attorney Patricia Rigney. Participating in person were Teclo J. Garcia, Joe Salazar, Judy Vega, and Belen Guerrero.

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

Presiding Officer Richard Hernandez opened the meeting with a welcome to all.

2. Proof of Quorum.

Mission EDC CEO Teclo J. Garcia confirmed a quorum was present.

3. Citizens to be heard.

A call for citizens to be heard from Presiding Officer Richard Hernandez yielded no responses.

4. Selection and introduction of Board of Directors of the PID (the "Board") officers.

Presiding Officer Richard Hernandez called for nominations from the Board for the officer positions of President, Vice President/Secretary, and Treasurer.

Joe Phillips nominated Richard Hernandez for President. There being no other nominations, Joe Phillips moved to elect Richard Hernandez for President. Motion was seconded by Dolly Elizondo and approved 5-0.

Joe Phillips nominated Dolly Elizondo for Vice President/Secretary. There being no other nominations, Joe Phillips moved to elect Dolly Elizondo for Vice President/Secretary. Motion was seconded by Mayor Norie Gonzalez Garza and approved 5-0.

Mayor Norie Gonzalez Garza nominated Ann Camarillo for Treasurer. There being no other nominations, Mayor Norie Gonzalez Garza moved to elect Ann Camarillo for Treasurer. Motion was seconded by Joe Phillips and approved 5-0.

5. Vote to adopt Roberts' Rules of Order, as amended, as parliamentary rules for conducting meetings and business of the Board.

Cimarron PID's Legal Counsel David Earl called for a motion to adopt Roberts' Rules of Order, as amended, as parliamentary rules for conducting meetings and business of the Board.

Mayor Norie Gonzalez Garza moved for the adoption of Roberts' Rules of Order, as amended, as parliamentary rules for conducting meetings and business of the Board. Motion was seconded by Vice President/Secretary Dolly Elizondo and approved 5-0.

6. Consideration and possible action on approval of Letter of Engagement with Earl & Associates, P.C. to provide consulting and legal services to the Board.

Legal Counsel David Earl stated that his firm, Earl & Associates PC, was engaged by the Cimarron Home Owners Association (HOA) to create a Public Improvement District and any other types of special districts that could facilitate economic development or redevelopment of the Cimarron Country Club and Golf Course. This effort has been ongoing since 2023. Due to the financial conditions of the HOA, his firm's collection fees were abated and remain outstanding. These fees are legitimate and were intended to be collected from the revenues generated by the PID.

Mr. Earl expressed that the outcome was positive, as a PID was eventually created by the City of Mission. He mentioned that he had provided an engagement letter from his firm outlining his fees and scope of services for the Board's review; however, the letter was not presented at this meeting. He will continue to abate fees at a discounted rate until the Board secures funding. Mr. Earl identified potential funding sources, one being loans, a bond issuance, as well as other assessments.

Since this is the first Board meeting, the engagement letter was not immediately available for review. However, Mr. Earl indicated that he would be forwarding it to Mission EDC CEO Teclo Garcia. He requested that the letter be included on the next meeting agenda for the Board's review and consideration. Mr. Earl clarified that his fees pertain to reimbursable expenses related to the formation, organization, and creation of this PID, for services he has been providing since 2023.

7. Receive briefing from Earl & Associates, P.C. on the history of creation of PID, status of PID, and process and timeline for moving forward with PID Project, and discussion on same.

Briefing: Mr. Earl stated that when Black Diamond Developers purchased the golf course and club facilities, their decision to discontinue operations as a golf course raised significant concerns regarding drainage and potential flooding. Action needed to be taken to address these issues. The City of Mission initiated proceedings to condemn the property, aiming to place it in the hands of an entity capable of maintaining it properly.

The condition of the Cimarron had deteriorated to the point where it was no longer a venue, a place to visit, or a suitable location for hosting events. On March 24, 2025, the Mission City Council appointed this Board with the mission of engaging a developer to either purchase, or lease all or part of the facilities to resume operations and upgrade them.

Mr. Earl recommends that the Mission EDC identify, select, and engage a developer who will enhance the facilities to restore them to their former status. He mentioned that he has cost estimates for the necessary upgrades but advises the Board to gather information, seek proposals from some companies and issue bids to ensure the facilities meet the required standards. Additionally, Mr. Earl expressed his willingness to assist with a plan to continue making progress.

Joe Phillips raised a question regarding past discussions about the future of Cimarron with HOA members and Mr. Earl, highlighting a key factor being a TIRZ and a PID. He inquired whether the legal fees had been incurred. Mr. Earl responded that he would investigate to see if there are any outstanding fees; however, he noted that those discussions would need to occur in executive session.

Mr. Earl then shared a screenshot illustrating the decision-makers involved in the PID approval process. First, we have the Cimarron area homeowners, followed by the Cimarron HOA, which provides input and votes on elements of a PID plan at the HOA Board level. The HOA Board serves as an advisory body to the PID Board, acting as the official representative of the HOA.

Finally, the PID Board functions as the Executive Board responsible for all PID actions, subject to direction from the City Council. They handle contracts with developers, public hearings, and consultants, and provide briefings and proposals to the Council. Ultimately, the City Council is the entity that will approve the final service assessment plans, assessment roles, and the levies of the assessments.

Treasurer Ann Camarillo expressed her gratitude to the Cimarron PID Board for their time and support, as well as to Mr. Earl for his assistance and clarification of the processes needed to move forward.

At **4:29 PM**, Vice President/Secretary Dolly Elizondo moved to convene in closed session. Motion was seconded by Treasurer Ann Camarillo and approved 5-0.

8. Executive Session:

- a. Pursuant to Sections 551.071, 551.072, and 551.087, Texas Government Code, as may be necessary, to consult with attorney; deliberate regarding real property; and deliberate regarding economic development matters; and**
- b. Discussion w/ legal counsel regarding potential real estate acquisition relating to infrastructure projects.**
- c. Discussion w/ legal counsel regarding economic development issues related to redevelopment of Cimarron Facilities.**

The Cimarron PID Board of Directors will reconvene in open session to take any actions necessary.

Joe Phillips left the meeting at 5:08 PM.

At **5:17 PM**, Vice President/Secretary Dolly Elizondo moved to reconvene in open. Motion was seconded by Mayor Norie Gonzalez Garza and approved 4-0.

No action was taken.

9. Discuss and act on items for future agenda and determination of day, time, place and frequency of Board meetings.

Vice President/Secretary Dolly Elizondo moved to schedule the next Cimarron PID Board meeting to be held on Monday, April 14, 2025, at 12:00 PM, at the Center for Education and Economic Development Building,

801 N. Bryan Road, Mission; with the understanding that a time, date, and place will to be determined at this next meeting. Motion was seconded by Mayor Norie Gonzalez Garza and approved 5-0.

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 Mayor Norie Gonzalez Garza and adjourned at 5:21 PM.

**MINUTES OF THE CIMARRON PUBLIC IMPROVEMENT DISTRICT BOARD OF DIRECTORS'
REGULAR MEETING HELD ON MARCH 31, 2025, WERE APPROVED ON THIS THE ____ DAY
OF _____, 2025.**

Dolly Elizondo, Vice President/Secretary

**CIMARRON PUBLIC IMPROVEMENT DISTRICT
BOARD OF DIRECTORS MEETING
APRIL 14, 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 April 14, 2025, at 1:00 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 President/Secretary
Ann Camarillo, Treasurer
Joe Phillips
Mayor Norie Gonzalez Garza

All the above were present. Participating in person were Teclo J. Garcia, Joe Salazar, Legal Counsel David Earl, Belen Guerrero, Mike Perez, and Judy Vega.

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

Chairman Richard Hernandez opened the meeting with a welcome to all.

2. Proof of Quorum.

Executive Assistant Judy Vega confirmed a quorum was present.

3. Citizens to be heard.

None.

4. Consideration and possible action on approval of Letter of Engagement with Earl & Associates, P.C. to provide consulting and legal services to the Board.

City Manager Mike Perez noted that Legal Counsel David Earl has provided a letter of engagement along with a summary of the fees owed to him. He clarified that Mr. Earl had been retained by the Home Owners Association (HOA) prior to the formation of the Cimarron Public Improvements District (PID) Board and proposed that two PID Board members, who are also members HOA members, along with a third individual, review the outstanding fees. Mr. Perez further stated that he has met with Mr. Earl to discuss the fees, emphasizing that this information will become part of public record and that it is important that everyone be informed. City Attorney Patricia Rigney recommended that this matter is discussed in closed session.

This item will be addressed alongside Item 6 on the agenda during Executive Session.

5. Discussion and possible action regarding status of PID and process and timeline for moving forward with PID Project.

City Manager Mike Perez stated that approximately three weeks ago he met with a prospective buyer for the property and has also been in contact with Chris Leinberger, who is preparing a proposal on the costs associated with upgrading the golf course, the irrigation system, and the necessary maintenance equipment. Mr. Leinberger is expected to provide a proposal by the end of this week. The objective is to enhance the golf course's condition compared to other facilities. The \$8,500 fee for this professional service has already been paid, and we anticipate receiving the proposal within ten days. Mr. Perez emphasized the need for a structured process, as there are already interested parties in the golf course.

At **1:07 PM**, Chairman Richard Hernandez announced that the Cimarron Public Improvements District Board would be convening in closed session to discuss **Items 4, Item 6 a, b, and c**. Joe Phillips moved to convene in closed session. Motion was seconded by Treasurer Ann Camarillo and approved 5-0.

6. Executive Session:

- a. Pursuant to Sections 551.071, 551.072, and 551.087, Texas Government Code, as may be necessary, to consult with attorney; deliberate regarding real property; and deliberate regarding economic development matters; and**
- b. Discussion w/ legal counsel regarding potential real estate acquisition relating to infrastructure projects.**
- c. Discussion w/ legal counsel regarding economic development issues related to redevelopment of Cimarron Facilities.**

Item 4: Discussion during Executive Session

The Cimarron Public Improvements District Board will reconvene in open session to take any actions necessary.

At **2:27 PM**, Chairman Richard Hernandez announced that the Cimarron Public Improvements District Board would be reconvening in open session. Vice President/Secretary Dolly Elizondo moved to reconvene in open session. Motion was seconded by Treasurer Ann Camarillo and approved 5-0.

Items 6-a, b, and c – No action was taken.

Item 4 – Mayor Norie Gonzalez Garza moved to approve Letter of Engagement with Earl & Associates, P.C. to provide consulting and legal services to the Board, as discussed in executive session. Motion was seconded by Vice President/Secretary Dolly Elizondo and approved 5-0.

7. New Business.

The PID Board proposed that Board meetings are held the fourth Monday of each month; however, since May 26th is Memorial Day, the Board agreed to hold the next meeting on Wednesday, May 28th at 4:00 PM at the CEED Building.

8. Adjournment.

As there was no further business to discuss, Vice President/Secretary Dolly Elizondo moved to adjourn the meeting. Motion was seconded by Mayor Norie Gonzalez Garza and adjourned at 2:30 PM.

MINUTES OF THE CIMARRON PUBLIC IMPROVEMENT DISTRICT BOARD OF DIRECTORS' REGULAR MEETING HELD ON APRIL 14, 2025, WERE APPROVED ON THIS THE 28TH DAY OF MAY, 2025.

Dolly Elizondo, Vice President/Secretary

**NOTICE OF REGULAR MEETING & PUBLIC HEARING
MISSION ECONOMIC DEVELOPMENT CORPORATION
APRIL 16, 2025 4:00 PM
CENTER FOR EDUCATION AND ECONOMIC DEVELOPMENT**

PRESENT:

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

ABSENT:**ALSO PRESENT:**

Greg Kerr, JGKL LLP
Lee McCormick, President, CDA
David Cepeda, Perez Law Firm
Ricardo Perez, Perez Law Firm
Hector Ronquillo, RGV Padel Club
Victor Parra, RGV Padel Club
Melissa Gerlach, Councilwoman, City of Mission
Mike Fernuik, Director, Shary Municipal Golf. Co.
Martin Flores, Shary Municipal Golf Course
Robert A. Garza, Shary Municipal Golf Course
Thomas Lee, Shary Municipal Golf Course
Javier Barrera, Shary Municipal Golf Course
Joe Salinas, Shary Municipal Golf Course
Isaac Martinez, Shary Municipal Golf Course
Rick Venecia, Director, Mission Boys & Girls Club
Sujei Rodriguez, Mission Boys & Girls Club

STAFF PRESENT:

Teclo J. Garcia, CEO
Belen Guerrero, COO
Judy Vega, Executive Assistant
Joe Salazar, Financial Officer
Stephanie Mendiola, Director of Business Development
Mike Perez, City Manager
Andy Garcia, Asst. City Manager
Brianna Casares, Marketing Manager
Manuel Rodriguez, CEED
Receptionist/Marketing Asst.

1. Call to Order and Establish Quorum

After establishing a quorum of the President Richard Hernandez called the special meeting to order at 4:17 PM.

2. Invocation: Secretary Estella Saenz.**3. Pledge of Allegiance:** Mayor Norie Gonzalez Garza.**4. Citizens' Participation:** None**5. Approval of Minutes: Special Meeting of March 26, 2025.**

There being no corrections or additions, Carl Davis moved for approval of the Special Meeting minutes of March 26, 2025. Motion was seconded by Treasurer Julian Alvarez and approved 7-0.

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

Financial Officer Joe Salazar presented and recommended approval of the Unadjusted Financial Statement for March 2025.

There being no corrections or additions, Joe Vargas moved for approval. Motion was seconded by Secretary Estella Saenz and approved 7-0.

7. Deliberation and possible action to accept Quarterly Report of Investments for the Quarter ending March 31, 2025 and Interest Earned for Six Months ending March 31, 2025.

Financial Officer Joe Salazar presented and recommended approval of the Quarterly Report of Investments for the Quarter ending March 31, 2025 and Interest Earned for Six Months ending March 31, 2025.

There being no corrections or additions, Vice President Deborah L. Cordova moved for acceptance of the quarterly report. Motion was seconded by Treasurer Julian Alvarez and approved 7-0.

8. Public Hearing – Consideration of a MEDC Fiscal Year 2025 proposed project related to an economic incentive for the construction of a padel club facility, to be located at 1508 E. Expressway 83, Mission, Texas (Project Pickle).

President Richard Hernandez opened the public hearing at 5:36 PM and called for any public comments in favor of or against this project.

No comments were made.

President Richard Hernandez declared the public hearing closed at 5:37 PM.

9. Deliberation and possible action concerning an Economic Development Performance Agreement for Project Pickle.

CEO Teclo Garcia welcomed Stephanie Mendiola, Director of Business Development, to present this item. Ms. Mendiola noted that last month a Letter of Intention (LOI) was approved for Project Pickle. The project is a padel club facility with a \$1.5 million capital investment that will create 15-20 jobs with an annual payroll of \$500,000. It will feature an outdoor padel ball club, and an indoor climate-controlled ball court. This facility will create tax revenue not only with their court rentals but also with memberships, food sales, pro-shop and tournaments.

An Economic Development Performance Agreement to assist Project Pickle with a one installment of \$30,000 is being presented for Board approval consideration.

Carl Davis moved for approval of the Economic Development Performance Agreement as presented. Motion was seconded by Joe Vargas and approved 7-0.

10. Deliberation and possible action to authorize staff to publish a Notice of Intention to Undertake a Project or Projects for Fiscal Year 2025 for Project Pickle.

Vice President Deborah Cordova moved to authorize staff to publish a Notice of Intention to Undertake a Project or Projects for Fiscal Year 2025 for Project Pickle. Motion was seconded by Secretary Estella Saenz and approved 7-0.

11. Discussion and possible action for approval of First Amendment to Economic Development Performance Agreement between Mission Economic Development Corporation and RGV Padel Club LLC.

CEO Teclo J. Garcia stated that last year the MEDC board approved an incentive for RGV Padel Club in the amount of \$141,000 to be paid in three annual installments upon meeting certain requirements.

Mr. Garcia stated that on May 6, 2024, Mission EDC entered into an Economic Development Performance Agreement with RGV Padel Club, LLC. Under the agreement, the company was to receive \$141,000, distributed in three annual installments of \$47,000 each, contingent upon meeting specific requirements. These requirements include the provision of a Certificate of Occupancy for their new facility, which spans 18,000 sq. ft., within 12 months from the date of the agreement. Additionally, RGV Padel Club must create 20 jobs, contribute \$5,000 to a non-profit organization located within the City of Mission, and secure a premium membership with the Greater Mission Chamber of Commerce.

Mr. Garcia introduced Hector Ronquillo and Victor Parra with RGV Padel Club to the Board to talk about their project. Mr. Ronquillo briefly explained that due to increasing prices in construction materials, he was requesting an advancement of \$50,281.69 from the \$141,000 committed to help cover construction costs. The remaining balance of \$90,718.31 will be disbursed in two installments of \$45,359.15 each year 2026 and 2027. The compliance requirements will remain unchanged.

Mr. Garcia recommends approval of the First Amendment to the Economic Development Performance Agreement.

Mayor Norie Gonzalez Garza moved for approval of a First Amendment to Economic Development Performance Agreement between Mission Economic Development Corporation and RGV Padel Club LLC. Motion was seconded by Joe Vargas and approved 7-0.

12. Deliberation and possible action regarding Resolution No. 2025-04 concerning the proposed Resolution of Mission Economic Development Corporation authorizing the issuance of one or more series of revenue bonds and the loan of the proceeds thereof to Natgasoline LLC, approving documents relating thereto, and approving other matters in connection therewith.

Lee McCormick, President of Community Development Associates, introduced this item by highlighting that Natgasoline LLC owns and operates a methanol production facility in Beaumont. The facility was financed, in part, with approximately \$253 million of tax-exempt and taxable debt issued by MEDC in 2016. The MEDC refinanced the bonds with \$336,430,000 of Senior Lien Revenue Bonds (Natgasoline Project) Series 2018. The construction of the methanol facility is complete and in production, and the company has the opportunity to refinance their debt and extend the maturity of the bonds. The proceeds of the bonds will be loaned to Natgasoline, and/or any related person.

Natgasoline has requested the MEDC issue its revenue bonds in one or more series as hereinafter described, and loan the proceeds of the sale thereof to the borrower, to be used to refund all or a portion of the refunded bonds and to thereby refinance a portion of the costs of the acquisition, construction, improvement, development, equipping, and furnishing of a methanol production facility in Beaumont, located at or about 2366 Sulphur Plant Road, Beaumont, Texas and/or to pay capitalized interest and costs of issuance of such bonds.

Approval of this final resolution does not impose any payment or obligation to MEDC or the City of Mission in connection with the financing. Based on a reduced annual fee schedule, at closing MEDC is expected to receive approximately \$498,841 for serving as issuer of the bonds and \$42,054 annually or a similar amount based on the outstanding balance until maturity.

Mr. McCormick recommends that the MEDC Board approves the final resolution in the amount not to exceed \$336,430,000 of tax-exempt private activity bonds to finance the Natgasoline LLC project.

Jose G. Vargas moved for approval of Resolution No. 2025-04 Motion was seconded by MEDC Board Vice President Deborah Cordova and approved 7-0.

13. Deliberation and possible action regarding Resolution No. 2025-05 concerning the proposed Resolution of Mission Economic Development Corporation authorizing the issuance of one or more series of revenue bonds and the loan of the proceeds thereof to Waste Management, Inc.; approving documents relating thereto, and approving other matters in connection therewith.

Lee McCormick, President of Community Development Associates, presented this item and mentioned that Waste Management, Inc., a Delaware corporation, is a leading provider of comprehensive waste management environmental services. Based in Houston, the company is a leading developer, operator, and owner of landfill gas-to-energy facilities in the US.

Waste Management serves to manage and reduce waste at each stage from collection to disposal while recovering valuable resources and creating clean, renewable energy. The company is seeking tax-exempt bond financing for certain infrastructure and capital improvements to its solid waste collection and disposal operations within Texas. The bonds will be used to finance various facilities located throughout Texas.

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

Based on an initial transaction of \$50 million, at closing the MEDC is expected to receive approximately \$92,500 for serving as the issuer and an annual fee of \$12,500 until maturity.

Mr. McCormick recommends that the MEDC Board adopt the resolution in the amount not to exceed \$50 million of tax-exempt private activity bonds to finance the proposed project. Treasurer Julian Alvarez moved for approval of Resolution No. 2025-05. Motion was seconded by Mayor Norie Gonzalez Garza and approved 7-0.

14. Deliberation and possible action concerning Resolution No. 2025-06, A resolution authorizing publication of notice of projects and rights to petition and authorizing certain other matters relating thereto.

CEO Tecló J. Garcia introduced and welcomed Legal Counsel Ricardo Perez with the Perez Law Firm and Bobby Hinojosa with Estrada Hinojosa Investment Bankers. He invited Mr. Perez to explain the proposed resolution. Mr. Perez mentioned that this resolution was necessary in order to proceed with the bonds the MEDC is seeking to acquire. Approval of the attached draft resolution will initiate the process to secure the bonds. He briefly explained that the bonds were to be used for the following: The refinancing of a note in the approximate amount of \$3.14 million that was used to purchase land for within the corporate limits of the City, (ii) to purchase approximately 4.5 acres of land in the within the corporate limits of the City for development, for improvements to a municipal golf course, to reimburse the City pursuant to an interlocal agreement for a loan for the purchase of a country club golf course; to pay for the costs associated with the bond issuance. The estimated cost of the projects and refunding will not exceed \$10,500,000.00.

He noted that after the transaction is approved there will be a waiting period of 60 days before funds can be disbursed. This will be a private placement transaction and after it is processed and the closing takes place, the document will be sent to the Attorney General's office for approval consideration.

Subject to final legal counsel review, Deborah Cordova moved for approval of Resolution No. 2025-06. Motion was seconded by Estella Saenz and approved 7-0.

15. Deliberation and possible action regarding acceptance of the conveyance of Cimarron Country Club golf property from the City of Mission.

CEO Teclo J. Garcia mentioned that the Mission EDC purchased the Cimarron, a 13-acre tract, with funds from the City of Mission. The property includes a tennis club, a pro-shop and the country club. In addition, the 18-hole golf course was donated to the City of Mission and the city would like to convey the property to MEDC. He is requesting Board acceptance of the conveyance.

Carl Davis moved for acceptance of the conveyance of Cimarron Country Club golf property from the City of Mission. Motion was seconded by Secretary Estella Saenz and approved 6-0, with one abstention from Treasurer Julian Alvarez.

16. Deliberation and possible action concerning a Professional Services Agreement under Texas Local Government Code 2254 with VM Golf Services for the renovation of greens and tees on the back 9 of the Shary Municipal Golf Course in the amount of \$1,585,235.

Assistant City Manager Andy Garcia led a presentation with Mike Fernuik, Director of Shary Municipal Golf Course, and Isaac Martinez. During the PowerPoint presentation, Mr. Garcia presented a description of the golf course's much-needed improvements. VM Golf services has been selected to work on the improvements of greens and tees on the back 9 of the golf course. Mr. Fernuik and Mr. Martinez thanked the Board for their support and said they're excited to move forward with it.

Included in the necessary improvements are a new tee box, cart paths, the removal or relocation of ponds including repairs that contain water hazards, to improve game experience for golfers.

After the presentation and subject to legal counsel review, Carl Davis moved for approval of a Professional Services Agreement under Texas Local Government Code 2254 with VM Golf Services for the renovation of greens and tees on the back 9 of the Shary Municipal Golf Course in the amount of \$1,585,235. Motion was seconded by Secretary Estella Saenz and approved 7-0.

17. Deliberation and possible action concerning a Professional Services Agreement with Musco Sports Lighting, LLC for the purchase and installation of a light structure system on the back 9 of the Shary Municipal Golf Course in the amount of \$1,475,000, via Buy Board Contract # 677-22.

Assistant City Manager Andy Garcia presented a video from "Musco Sports Lighting LLC". The video showcased how an LED lighting system would track the entire path of golf balls at night versus other lighting systems on the market. In addition, a 25-year warranty will be provided in the lighting services agreement for the golf course.

The goal is to provide golfers with state-of-the-art experience with different play times. This will be the only 27-hole golf course with specialized night-time lighting in the Rio Grande Valley. The estimated time of completion is October 6, 2025.

Subject to review by legal counsel, Jose G. Vargas moved to approve a Professional Services Agreement with Musco Sports Lighting LLC for the purchase and installation of a light structure system on the back 9 of the Shary Municipal Golf Course in the amount of \$1,475,000, via Buy Board Contract # 677-22. Motion was seconded by Vice President Deborah L. Cordova and approved 7-0.

18. Deliberation and possible action to authorize CEO to negotiate and execute a financing agreement to finance the purchase and installation of the light structure system with Musco Sports Lighting LLC.

Assistant City Manager Andy Garcia noted that this agreement is connected to the earlier agenda item (Item 17) concerning the lighting structure. After evaluating the proposal, KS State Baystone Government Finance was the most suitable choice, as their funding would be accessible in less than 90 days. Delaying any further could jeopardize the quoted price for the lighting project.

Out of all the options that were provided for payment, monthly financing over a 5-year term was chosen with a payment of \$28,250 per month so that the project could commence construction and be completed by October 6, 2025.

Subject to legal counsel, City of Mission Mayor Norie Gonzalez Garza moved for approval. This motion was seconded by MEDC Board Secretary Estella Saenz and approved 7-0.

19. Deliberation and possible action concerning an Amendment to MEDC's Fiscal Year 2025 Budget, in the amount of \$1,585,235 for the green renovation services with VM Golf Services and the amount of debt service and closing costs required for the financing of the light structure system from Musco Sports Lighting, LLC.

MEDC Financial Officer Joe Salazar presented the amendment to MEDC's Fiscal Year 2025 Budget, concerning the \$1,585,235 proposed for renovations of the golf course greens. While the funds have not yet been allocated, they are intended to come from the General Fund. Once MEDC secures and matures its bonds, the corporation plans to reimburse the \$1,585,235 back to MEDC.

Carl Davis moved for approval of an Amendment to MEDC's Fiscal Year 2025 Budget, in the amount of \$1,585,235 for the green renovation services with VM Golf Services and the amount of debt service and closing costs required for the financing of the light structure system from Musco Sports Lighting, LLC. Motion was seconded by Joe Vargas and approved 7-0.

At **5:45 PM**, President Richard Hernandez announced that the Mission Economic Development Board of Directors were convening in closed session.

**20. Closed Session Pursuant to V.T.C.A. Gov. Code Sec. 551.001
Deliberation and possible action regarding economic development negotiations or prospects (as permitted under Tex. Gov't Code Sec. 551.087), including, but not limited to the following:**

A. Report from CEO as to potential prospect(s).

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

A. M.E.D.C. Land

B. Perkins Lots Update

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

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

At **6:11 PM**, President Richard Hernandez announced that the Mission Economic Development Board of Directors were convening in open session. Motions are follows:

A. Report from CEO as to potential prospect(s): No action was taken.

Regarding real property:

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

B. Perkins Lots Update: No action.

21. CEO Report on Economic Development:

Mr. Garcia reported on the following:

- CEO Teclo Garcia reported on Ruby Red Ventures “The Competition” program. The application process opened on March 25th and will run until April 25th. He then invited Brianna Casares, Manager of Programs, to provide a brief update on past participant and winner Joesph Meyers. Mr. Meyers’ business, “Through My Eyes Apparel” focuses on creating sensory friendly clothes for the visually impaired. Ms. Casares mentioned that Joesph used his winnings from last year to build a website, purchase a t-shirt printing machine, apply and receive his LLC and build his customer base within Mission.
- CEO Teclo Garcia reported about his trip to the VIVA Fresh Conference in Houston, Texas, where he participated with Stephanie Mendiola, Director of Business Development. This conference was hosted by the Texas International Produce Association (TIPA). Multiple produce distributors participated at the conference such as Wonderful Citrus, La Bonanza Avocados and Grande Produce.
- Mission EDC hosted multiple AI for small businesses such as the “Business Over Breakfast” event that was held on April 9th which featured speaker Mr. Andrew Davis and some in collaboration with South Texas College.
- CEO Teclo Gacia attended the NASCO (North American Strategic Competitive Organization) conference in Dallas in March. He participated in a tour of the Alliance Airport in Fort Worth and was impressed with the logistics of the facility.
- Ubiquity recently celebrated their first-year anniversary in Mission. Mr. Garcia met with CEO Matt Nyren and Vice President Mark Montgomery. The site, located on South Shary Rd., is their only location within the United States. Currently they have 300 employees but are aiming to hire 350 in the near future.

22. President Comments.

CEO Teclo Garcia reported that Imelda Cantu, MEDC Office Coordinator, was recently recognized as "Employee of the Month" for January 2025, at the Mission City Council meeting of April 14, 2025. In addition, President Richard Hernandez thanked Carl Davis for his efforts in reviewing all associated items related to the Shary Municipal Golf Course's project ahead of the board meeting. He also thanked the Board of Directors for their time and service to this Board.

23. Adjournment.

Treasurer Julian Alvarez moved to adjourn the meeting. Motion was seconded by Carl Davis and approved 7-0. The meeting was adjourned at 6:28 PM.

Richard Hernandez, President

ATTEST

Estella Saenz, Secretary

**Mission Redevelopment Authority
Board of Directors Meeting
April 22, 2025**

MINUTES

Call to Order, Establishment of Quorum

The Board of Directors of the Mission Redevelopment Authority (MRA) held a regular meeting open to the public, by teleconference and in person, on April 22, 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:

Martin Garza, Chairman
Albert X. Chapa, Vice Chairman
Aissa I. Garza, Secretary
Efrain Reyna Jr.
Hector Moreno
Andrew C. Riddle
Dennis Burleson

All the above were present except Director Moreno. Participating in the Zoom teleconference were Armando Sandoval and Ezeiza Garcia. Participating in person were J.P. Terrazas, Abel Bocanegra, Joe Salazar, Damian D. Tijerina, Ruben James de Jesus, Sanjay Bapat, Travis James, Joshua Longwell, Rick Longoria, Mayor Norie Gonzalez Garza, Mike Perez, Andy Garcia, Colby Eckols, Judy Vega, and Executive Director Teclo J. Garcia.

1. Call Meeting to Order at 4:04 PM.

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

2. Citizens' Participation: None.

3. Approval of minutes: March 25, 2025

There being no changes or corrections, upon a motion duly made by Director Burleson and seconded by Director Riddle, the Board unanimously approved the Board meeting minutes of March 25, 2025.

4. Acceptance of Project Reports.

In the absence of Romeo Barrera, Chairman Martin Garza recognized Assistant City Manager J.P. Terrazas to report on the **Hoerner Street Project**. Mr. Terrazas mentioned that Mr. Barrera provided a report to him where he noted that a 100% submission of plans and cost estimates have been submitted to the City of Mission. The firm is now awaiting approval to discharge stormwater into the existing pond on E. 1st Street near the Las Esperanza development and are coordinating with developer Dolly Elizondo.

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

Chairman Martin Garza recognized Abel Bocanegra with Killam Development, to provide a report on **El Milagro Phase I Project**. Mr. Bocanegra indicated that the crew was patching up some minor alley and pavement damages caused by the recent rain. Power sensors were also being tested. He noted that the recent rain caused minimal flooding. Street asphalts damaged by the rain are also being repaired.

Upon a motion made by Secretary Aissa I. Garza and seconded by Vice Chairman Albert X. Chapa, the Board unanimously accepted **Killam Development's El Milagro Phase I** report as presented.

Chairman Martin Garza recognized Damien Tijerina, P.E., with L&G Engineering to report on the **Inspiration Rd./Military Parkway Loop Ph. II and III Projects**. Mr. Tijerina reported that **Phase II** is the design portion of this project and stated that it has been broken into two, Inspiration Rd. and Military Parkway. He mentioned that comments received from TxDOT had been addressed, and that the railroad package was resubmitted to them as well for final review and approval. As soon as approval is received, the package will be sent to Rio Valley Switching to inform them about work in the area. The firm continues to work on a 100% design plan for Inspiration Road.

On **Phase III**, Mr. Tijerina said that this project consists of a re-evaluation of an environmental assessment (EA), done in November 2024. A hydrologic model update was completed and approved in August 2024. The firm is waiting to hear from TxDOT about their approval of the EA, which will probably be within six more months. Regarding ROW acquisition, which began in September 2024 (Section 1), Mr. Tijerina mentioned that what he reported last month has not changed, but he expects those numbers to change next month. For Inspiration Road a total of 22 parcels and 7 easements needs to be acquired, of which six have been acquired, six are in negotiations, one is closing, one is being appraised, and eight are in eminent domain. ROW acquisition for Military Parkway Loop is on hold for this project.

Regarding the Advance Funding Agreement (AFA), the plans have been approved by TxDOT and the City of Mission for Inspiration Road. For Military Parkway Loop, the City of Mission did submit AFA forms to TxDOT, which they are currently processing.

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

Chairman Martin Garza recognized Ruben James de Jesus with Melden & Hunt Inc. (M&H) to report on the **Tierra Dorada Sanitary Sewer Improvements Project**. This project involves the design to eliminate existing Lift Stations No. 13 and 14 within Tierra Dorada Subdivision and construct a new proposed lift station to reroute sewer discharge into existing sanitary sewer trunkline along Los Ebanos Road. Mr. de Jesus mentioned that he is waiting for logistics on the wet well's arrival before they start excavating, which will be in about four weeks. RDH Site & Concrete has been receiving material for the lift station including components for the electrical aspect of the lift station. The recent rain did not affect the project's progress, which is about 50% complete.

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

Mr. de Jesus reported on the **Inspiration Road Trunklines (Sanitary Sewer Master Plan)**. This project ties-in with the Tierra Dorada Sanitary Sewer Improvements Project. It involves the re-routing of Lift Station #10, located on Mile 2 & FM 495 to AGUA SUD lift station located on FM 364 by force main. Mr. De Jesus reported that he met with Roberto Salinas, AGUA SUD's General Manager on their proposed pass-through sewer rate and reported that AGUA SUD did have a Board meeting where the proposed rate was on the agenda as an action item. The proposed rate was \$75 per 1,000 gallons, which was presented at a Steering Committee for discussion and then to their Board. News has been received that AGUA SUD's electrical rates will go up by about 29% of their base rate, which may also increase the proposed rate. He will report at next month's Board meeting on the outcome of the proposed rate negotiations. Mr. de Jesus mentioned that he still thinks that this route will be more beneficial than a prior alternative of installing a gravity line parallel to the existing gravity line running to the waste water treatment plant. This second alternative would have been an \$8 million expense.

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

Mr. de Jesus provided an update on the **Walsh Road Expansion Project**, which includes the design and surveying needed to extend the road from Perez St. to Frontage Rd., covering approximately $\frac{3}{4}$ of a mile. Mr. De Jesus reported that plans for this project are 90% complete. The proposed project will consist of a 60-ft ROW with a 36-ft back-to-back curb section and appraisal has been ongoing out on the remaining ROW needed to be acquired. Mr. de Jesus reported that TxDOT has given the firm entrance permit approval. The firm is also in communication with UID due the project's close proximity to one of their irrigation lines. The firm has also received a draft contract for the closing on the property from the owner. Mr. de Jesus said that the firm is preparing to bid the project within the next 30 days. Chairman Garza asked about the new road, Walsh and Los Ebanos Road, on how many entrances will a future development have? Mr. de Jesus said that based on the space in the area of about 400 ft., the permit allows for one entrance, which is what they received, but it may allow for maybe two; however, he will provide more information later.

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

Mr. de Jesus reported on the **Glasscock & Bryan Road Project Sanitary Sewer Improvements Project**. He noted that RDH Site & Concrete was awarded the contract as the lowest responsible bidder and that a pre-construction meeting was held last week, where Murdoch's Ranch & Home Supply's landowner was also invited since this project will affect their property. A construction schedule will be presented to the landowner to address traffic control plans. The contractor will begin mobilizing within two weeks. The project is expected to be completed within 18 months.

Upon a motion made by Secretary Aissa I. Garza and seconded by Vice Chairman Albert X. Chapa, the Board unanimously accepted the **Glasscock & Bryan Road Project Sanitary Sewer Improvements** as presented.

Chairman Martin Garza recognized Assistant City Manager J.P. Terrazas to provide an update on the **TIRZ Building (1301 E. 8th Street) Improvements**. Mr. Terrazas noted that the city had had a bid letting a second time for the construction of an elevator for this building and that two bids were received, both high at \$453,300 and \$538,000. Mr. Terrazas mentioned that he will check with BuyBoard for a proposal, the company the municipalities use to award contracts to vendors for goods and services. The most expensive element of the elevator is the electrical panel aspect of it since the building was constructed with 110 volts instead of 220, which is what's required for an elevator. This situation is what is also holding up the remodeling of the building, so at this point this is what the City is waiting for. CG5 Architects, the firm who did the design on the building's elevator, estimated that construction of an elevator for the building would be \$200,000.

Upon a motion duly made by Secretary Aissa I. Garza and seconded by Vice Chairman Albert X. Chapa, the Board unanimously accepted the **TIRZ Building (1301 E. 8th Street) Improvements** as presented.

At **4:29 PM**, Chairman Martin Garza announced that the Mission Redevelopment Authority Board would be convening in closed session. Secretary Aissa I. Garza moved to convene in closed session. Motion was seconded by Director Riddle and approved unanimously.

5. Executive Session Pursuant Executive Session Pursuant to V.T.C.A. Gov't Code Section 551.071, Section 551.072, Section 551.074, and Section 551.087. Consultation with Attorney regarding:

- A. Deliberation regarding real property.**
- B. Deliberation regarding economic development negotiations or projects including, but not limited to the following: Report from Executive Director as to potential project(s).**

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

At **5:24 PM**, Chairman Martin Garza announced that the Mission Redevelopment Authority Board would be reconvening in open session. Secretary Aissa I. Garza moved to reconvene in open session. Motion was seconded by Vice Chairman Albert X. Chapa and approved unanimously.

Item 5-A – No action.

Item 5-B – The Board directed the Executive Director to initiate preliminary discussions with city and Hidalgo County officials regarding the potential extension of TIRZ's lifespan, the annexation of land, and/or the creation of a new TIRZ.

Director Reyna left the meeting at 5:45 PM.

6. Deliberation and possible action regarding acceptance of the Authority's Fiscal Year 2024 Audit Report by Burton McCumber & Longoria LLP.

Auditor Rick Longoria with Burton McCumber & Longoria LLP (BML) introduced himself and proceeded to present the Authority's audit report. Mr. Longoria presented his report with a simplified PowerPoint presentation that contained the Authority's general, debt, and capital projects funds. BML's audit opinion of the financial statements is that they were presented fairly and in accordance with accounting principles generally accepted in the United States of America as of September 30, 2024.

Within the report, Mr. Longoria presented project commitments between the City of Mission and the Authority and noted that the most important part of the audit was not only the Authority's Statement of Net Position and Statement of Activities, but also the Notes to the Financial Statements, which he encouraged the Board to review, calling attention to significant foot notes.

A question was asked about any concerns last year that were corrected this year. Mr. Longoria said that a second Management Letter was not issued this year because there were no issues that raised any concern that needed to be made in writing. An exit conference conducted with management where cash flows and bond indentures with recommendations made.

What changed in 2024? Auditor Joshua Longwell added to the presentation by saying that a significant new asset added to the financial statements was the annex building at 1301 N. 8th Street, purchased by the Authority in 2024 and a State Infrastructure Bank loan (SIB Loan) was paid off to TxDOT in 2024 so under the general fund there is no debt service owed.

Secretary Aissa I. Garza pointed out a revision in the report, highlighting that an Accrued Interest Payable of \$140,963 on Page 26, under Note 6 – Long Term Liabilities is categorized under New Issuance and also appears as \$140,963 under the *More than 1 year column*. Additionally, on Page 12 of the report the same amount of \$140,963 is mentioned under Adjustments and similarly under Statement of Net Position. Ms. Garza clarified that the amount should be listed in *Current* column rather than in the *More than 1 Year* column on Page 26, as it was paid in the same fiscal year ending 2024. Mr. Longoria and Mr. Longwell acknowledged this revision. Secretary Garza also raised other questions that did not pose significant concerns regarding the report, and those questions were answered.

Subject to the revisions on Page 26 of the report, upon a motion made by Director Burleson and seconded by Secretary Aissa I. Garza, the Board unanimously accepted the Authority's Fiscal Year 2024 Audit Report by Burton McCumber & Longoria LLP.

Mr. Longoria said that revisions on the report will be made, and a revised report will be submitted to staff.

7. Appointment of Finance Committee.

Chairman Martin Garza noted that due to the loss of a member from the Finance Committee, a new member needs to be appointed. Legal Counsel Sanjay Bapat added said that if the Board wishes, two members could also serve on the committee. Currently, the Finance Committee consists of Chairman Martin Garza and Vice Chairman Albert X. Chapa. Director Burlson expressed his willingness to join the Finance Committee, pending approval from the Board members. There were no objections.

Upon a motion made by Director Burleson and seconded by Secretary Aissa I. Garza, the Board unanimously appointed Director Burleson to the Finance Committee.

8. Discussion and possible action regarding a Municipal Services Fee Agreement.

Executive Director Teclo J. Garcia noted that ongoing discussions about a Municipal Services Fee Agreement between the City of Mission and the Authority to support municipal maintenance services have been taking place. These discussions also took place during a joint meeting held on March 8, 2025 involving the City of Mission, TIRZ, and Mission EDC Boards on how the City can fulfill maintenance service requirements for police, fire, and parks within the Zone.

Legal counsel Sanjay Bapat proposed two options: a maintenance line-item plan for TIRZ funded projects and a municipal service model where the TIRZ pays the City for incremental services based on growth and development within the Zone. The recommendation is to establish a Municipal Services Fee Agreement with a \$600,000 annual payment to the City of Mission, and an increase of \$50,000 each year until 2030, starting in fiscal year 2025.

Exec. Dir. Garcia noted the need for a fund allocation analysis, as this year's budget does not account for these funds, necessitating a budget amendment. Legal counsel will prepare a Municipal Services Fee Agreement for Board approval at their next meeting, after which it will also require City Council consent.

The Board directed Mr. Bapat to collaborate with City staff and Exec. Dir. Garcia to draft the agreement for consideration at the next Board meeting.

9. TIRZ #1 Project and Finance Plan Update.

Mr. Garcia introduced Travis James, a consultant with TXP, Inc., of Austin, who outlined his scope of work that includes reviewing TIRZ documents related to financing and project updates. He aims to assess and update existing processes while providing a forecast for the next four to five years based on growth scenarios of 4%, 6%, and 8%. During his presentation, he shared a spreadsheet of projects eligible for funding, emphasizing that funds can only be allocated to listed projects. Key steps before fund expenditure include presenting the project list to the TIRZ Board, obtaining City approval, and establishing an interlocal agreement.

Mr. James highlighted the complexities of TIRZ #1, notably the need to determine its extension duration and participation rate before considering a TIRZ #2. He raised questions about necessary modifications to the current plan, including which projects to add or remove. Unlike other TIRZs with multiple districts, this one involves only the City and County, making it simpler but requiring careful analysis of ending fund balances, as any surplus typically returns to the entities.

He presented a potential list of new projects for inclusion and emphasized the need for a comprehensive plan detailing the TIRZ duration, desired contribution percentage, and project inclusions. After discussions with the Authority's Executive Director and Financial Officer, he noted that a new TIRZ participation percentage might differ from the current one. Upon receiving direction, Mr. James will update the project and finance plan for Board review, with the approval process anticipated to take 8 to 12 weeks.

A potential bond issuance scenario was also discussed, but Legal Counsel Bapat emphasized that that a bond issuance differs from a Project Plan, which can be less detailed, a bond issuance requires specific project information. Mr. James added that while some Project Plans are tailored to specified developers, others are more general and categorized as infrastructure. Throughout the process, there will be allocations for parks, administrative fees, 380 grants, municipal service fees, leading to the creation of designated funding buckets for those items.

Exec. Dir. Garcia said that we will return with a Plan Update next month, and if everything is satisfactory, the Board can proceed with action and determine the next steps for funding.

10. Discussion and possible action for the acceptance of General Fund, Capital Fund, and Debt Service Investment Reports for quarter ending March 31, 2025.

Financial Officer Joe Salazar presented and recommended acceptance of the General Fund, Capital Fund, and Debt Service Investment Reports for quarter ending March 31, 2025.

There being no corrections or additions, upon a motion made by Director Burleson and seconded by Secretary Aissa I. Garza, the Board unanimously accepted the General Fund, Capital Fund, and Debt Service Investment Reports for quarter ending March 31, 2025 as presented.

11. Acceptance of Unadjusted Financial Report for March 2025.

Financial Officer Joe Salazar presented the Unadjusted Financial Report for the month of March 2025.

As there were no corrections and additions to the report, upon a motion duly made by Secretary Aissa I. Garza and seconded by Director Riddle, the Board unanimously accepted the Unadjusted Report for March 2025.

12. Approval of invoices for April 2025.

Financial Officer Salazar called attention to various invoices including Arbitrage Specialists, for professional consulting fees related to bond and tax service calculations; an invoice from TXP, Inc., and an invoice from BML for audit services. Mr. Salazar said that an invoice for an annual 5% overhead fee from the City of Mission was also included. A question was asked regarding an invoice from Travelers (HUB International Texas) invoice to an insurance policy. Mr. Salazar explained that when the Board approved the Directors & Officers insurance policy, there was an issue with paying Hub International directly online, resulting in the Authority needing to pay each policy individually. The invoice for Travelers is related to one of those policies.

Upon a motion duly made by Secretary Aissa I. Garza and seconded by Vice Chairman Albert X. Chapa, the Board unanimously approved all invoices for the month of April 2025 as presented.

13. Adjournment.

Chairman Garza thanked everyone for participating at this meeting including Mr. James, BML Auditors Mr. Longoria and Mr. Longwell, Authority's Legal Counsel Sanjay Bapat, city staff as well as Engineers and Project Managers presenting project reports.

As there was no further business to discuss, upon a motion made by Secretary Aissa I. Garza and seconded by Vice Chairman Albert X. Chapa, the Board unanimously voted to adjourn the meeting at 7:00 PM.

By: _____

Attest: _____

Printed Name: Martin GarzaPrinted Name: Aissa I. GarzaTitle: ChairmanTitle: Secretary

Date: _____

Date: _____

**Mission Tax Increment Reinvestment Zone
Board of Directors Special Meeting
April 22, 2025**

MINUTES

Call to Order, Establishment of Quorum

The Board of Directors of the Mission TIRZ #1, held a special meeting open to the public, by teleconference and in person, on April 22, 2025 at 801 N. Bryan Road, Mission, Texas and at 7:01 PM, the roll was called of the duly appointed members of the Board, to-wit:

Martin Garza, Chairman
Albert X. Chapa, Vice Chairman
Aissa I. Garza, Secretary
Efrain Reyna Jr.
Hector Moreno
Andrew C. Riddle
Dennis Burleson

All the above were present except Directors Moreno and Reyna. Participating in the Zoom teleconference were Armando Sandoval and Ezeiza Garcia. Participating in person were Mayor Norie Gonzalez Garza, J.P. Terrazas, Mike Perez, Andy Garcia, Travis James, Joe Salazar, Judy Vega, and Executive Director Teclo J. Garcia.

I. Consider Consent Agenda

- A. Call meeting to order and establish quorum.
- B. Approve minutes of meeting of March 25, 2025, of the TIRZ #1.
- C. Ratify all actions taken by the Mission Redevelopment Authority Board of Directors at the April 22, 2025 meeting.

Upon a motion duly made by Secretary Aissa I. Garza and seconded by Director Riddle, the Board unanimously approved the consent agenda and ratified all actions taken by the Mission Redevelopment Board of Directors at the meeting of April 22, 2025.

II. Adjournment

As there was no further business for the board to consider, upon a motion duly made by Vice Chairman Albert X. Chapa and seconded by Director Burleson, the Board unanimously voted to adjourn the meeting at 7:02 PM.

By: _____

Attest: _____

Printed Name: Martin Garza

Printed Name: Aissa I. Garza

Title: Chairman

Title: Secretary

Date: _____

Date: _____

**MINUTES FOR THE
MISSION CIVIL SERVICE COMMISSION
April 9, 2025**

Commission-Present

Polo Garza-Chairman

Jerry Saenz-Vice-Chair

Guillermo Delgadillo-Member

Staff Present

Jesse Lerma Jr-CS Director

Noemi Munguia-HR Director

Mike Silva-Fire Chief

Rey Perez- Asst Police Chief

Robert Pena-Incoming Comm

Andy Garcia-ACM

Julie Saenz-Spouse

Leeroy Garcia-FF Union President

Luis Gutierrez-CPL PD

Call to Order

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

Pledge of Allegiance

Mr. Garza led the Pledge of Allegiance

Approval of Minutes-March 28, 2025

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

Approval to Create a New Eligibility List for the Mission Fire Department

Mr. Lerma advised the Commission that Chief Silva was requesting a new eligibility list because they had exhausted the existing list. Staff was recommending the following schedule for approval:

1. Post Notice-April 9, 2025
2. Start Advertising Website/Facebook-April 9, 2025
3. Deadline to Submit MOI-May 21, 2025
4. Date of Exam-May 29, 2025

After a brief discussion, Mr. Saenz made a motion to approve the schedule to create a new eligibility list. Mr. Delgadillo seconded the motion. Motion was approved unanimously.

Approval of Resignation of Commissioner Jerry Saenz

Mr. Jerry Saenz advised the Commission that he was submitting his resignation as Commissioner after 23 years of service. Mr. Saenz thanked everyone and after a few words from those present he was presented a gift two departmental plaques for his service. Mr. Delgadillo made a motion to accept his resignation. Mr. Garza seconded the motion. Motion was approved unanimously.

Pending Business

Mr. Lerma introduced Mr. Robert Pena that will be replacing Mr. Saenz on the Commission

Adjourn

Meeting was adjourned at 8:50 a.m.



**Ambulance Board Meeting
MISSION CITY HALL
February 26, 2025 at 3:00 pm**

MINUTES

PRESENT:

Mayor Norie Gonzalez Garza
Mike Perez, City Manager
Mike Silva, Fire Chief
Cesar Torres, Chief of Police
Jorge Flores, Acting Deputy Chief
Adelina Reyna, EMS & CD Administrative Assistant
Juanita Alvarez, Administrative Coordinator
Alberto Juarez, Acting EMS Captain

ALSO PRESENT:

Tim Brown – Presiding Chair
Rene Lopez Jr. - Board Member
Dr. Ivan Melendez – Board Member

CITIZENS PRESENT:

Polo Garza – Civil Service Commission

REGULAR MEETING

CALL TO ORDER AND ESTABLISH QUORUM

With a quorum being present, Presiding Chair Tim Brown called the meeting to order at 3:30 p.m.

INVOCATION AND PLEDGE ALLEGIANCE

Presiding Chair Tim Brown led the invocation and Pledge of Allegiance.

INTRODUCTION OF City Management/ Council Members:

Mayor Norie Gonzalez,

Mike Perez, City Manager

INTRODUCTION OF GUESTS

Alberto Juarez, Adelina Reyna, Juanita Alvarez and Joey Flores from Mission Fire Department were present. Polo Garza from Civil Service Commission was present.

Fire Chief Mike Silva was formally introduced to Board Members as the official Fire Chief of the Mission Fire Department.

PRESENTATIONS

1. **Mission Fire Department Quarterly Report – Acting Deputy Chief Jorge Flores**
 - Numbers were presented for 10/01/2024- 12/31/2024
 - Maintained about 500 calls total per month resulting in a 78% transport rate.
 - 16% non-transports (refusals)
 - 4% of calls no patient was found
 - Dr. Melendez states that 16% on refusals is a high percentage what is the reason for this?
 - Acting Deputy Chief Flores responds to Dr. Melendez question saying that spouse is calling for significant other but upon arrival patients states they are "ok". Other situations are passerby reports about a minor accident medics asses patient but they refuse transport.
 - Dr. Melendez suggested the creation of a form stating that patient and family were informed and recommended transport but refused. This form will be for liability purposes to the City and department. Suggested to work with Fire, Dr. Melendez and Legal for the creation of this form.
 - ***Dr. Melendez recommends that if medic believes the patient needs to be transported but they refuse, they need to be able to say that our medical director will be notified and agrees with refusal for liability purposes.***

- Average response time overall is 7:06, with 90% of responses being less than 11 minutes.
- 78572 zip code average response time 7:03 covering south area, 78573 zip code average response time 7:51 covering 2 Mile North, 78574 zip code average response time 8:05 covering 495 to 2 Mile Line West
- Transports Mission Medical Center is at 46%, STHS McAllen is at 19.4%, DHR Health is at 11.4%
- Running 4 ambulances; Medic 1 & 2 Central Mission, Medic 3 Shary area, Medic 4 County
- Since April 11, there was an 88% of overlapping calls and 20% of calls with no units available
- From October 2024- December 2024, 65% of overlapping calls, 7% of calls resulted in no units available additional calls would be referred to mutual aid
- City Manager Mike Perez informed the board that the EMS revenue will be distributed 1.5 million will go to the City of Mission, anything after this amount will go to a special reserve fund for ambulance and fire equipment.
- Quarter 1 Cash Collections was \$739,899 with a cash per transport of \$533

2. **Mission Police Department Presentation – Police Chief Cesar Torres**

- Police Department assisted ambulance 112 times
- Crime was reduced to 9.62% in 2024
- Biggest concern are aggravated assault cases but they are controlled in Mission
- Aggravated assault was reduced to 14.50% from last year

3. **Old Business**

Ambulance Permit Program

- Fire Chief Mike Silva recommended to put a pause to this project due to under staffing

Purchase of a New Ambulance

- Medic 5 will be coming in June, it will be a Demers and total cost was \$401,000
- Purchase of Medic 6 will be a transit at a cost of \$151,000 and will be used for backup when a main unit goes down. It should be arriving in the next 4 months.

4. **New Business**

- Add to next meetings agenda to discuss responsibilities of Ambulance Board (policies)
- Approval of minutes from October 15, 2024 board meeting Action Item
- Chief Rene Lopez makes a motion to approve the minutes. Dr. Ivan Melendez makes a second motion.

Ease Alert Reporting System

- New software added to all stations to avoid burnouts
- New system will tone out call to the station pertaining to that area only

5. Comments

- Tim Brown – Impressed on how things are going, going from 20% down to 7% is good, morale is up, moving in the right direction
- Dr. Ivan Melendez – Need to continuity of leadership and prepare a 5, 10, 15 year plan. If leadership stays on board and we have support of officials we should be the best if we are not already.
- Chief Rene Lopez – Board is here to help give advice to the department and give support
- Chief Mike Silva – Thanks Board for their support. Morale has gone up, surprised with budget but communication with management has increased and changed in a good way. Proud of the team we have.

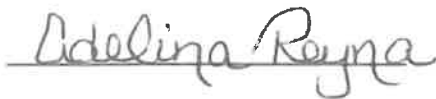
ADJOURNMENT

At 4:46 p.m., Dr. Ivan Melendez moved for adjournment. Motion was seconded by Chief Rene Lopez and approved unanimously.



Mike Silva, Fire Chief

ATTEST:



Adelina Reyna, EMS & CD Administrative Assistant



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: June 9, 2025

PRESENTED BY: Michael Silva, Fire Chief

AGENDA ITEM: Authorization to Purchase 3 Portable Radios for our New Firefighters from Motorola Solutions through South Texas Communications via HGAC Contract # RA05-21 at a Total Cost of \$29,820.09 with respective budget amendment - Silva

NATURE OF REQUEST:

The Mission Fire Department is seeking authorization to purchase 3 portable radios for our new firefighters from Motorola Solutions through South Texas Communications via HGAC Contract #RA05-21 at a total cost of \$29,820.09. This purchase is necessary to ensure that the new personnel are equipped with reliable communication tools essential for their safety and effective emergency response. Effective radio communication is a critical component of firefighter safety and coordination, especially in high-risk and rapidly evolving environments. As our department expands to meet growing service demands, it is vital that each firefighter is fully equipped with the proper tools to perform their duties safely and efficiently.

BUGETED: No **FUND:** General **ACCT. #:** 01-431-74950

BUDGET: 1,080,935 **EST. COST:** 29,820.09 **CURRENT BUDGET BALANCE:** 248,349

BID AMOUNT: _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____



QUOTE-3116955
MISS FD- APX 8000 (3) - 25-100293 -
3116955

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

Quote Date:05/05/2025
Expiration Date:07/04/2025
Quote Created By:
Sid Basaldua
sidb@stcradios.com

End Customer:
MISSION, CITY OF
DUTY CHIEF DAVE WILLIAMS
DWILLIAMS@MISSIONTEXAS.US
(956) 522-2673

Contract: HGAC CONTRACT # RA05-21

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.

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000H			
1	H91TGD9PW8AN	APX 8000H ALL BAND PORTABLE MODEL 2.5	3	\$6,269.24	\$18,807.72
1a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	3	\$413.91	\$1,241.73
1b	H38BS	ADD: SMARTZONE OPERATION	3	\$1,204.50	\$3,613.50
1c	Q361AN	ADD: P25 9600 BAUD TRUNKING	3	\$240.90	\$722.70
1d	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	3	\$4.38	\$13.14
1e	QA09113AB	ADD: BASELINE RELEASE SW	3	\$0.00	\$0.00
1f	Q629AH	ENH: AES ENCRYPTION AND ADP	3	\$381.79	\$1,145.37
1g	H869BW	ENH: MULTIKEY	3	\$264.99	\$794.97
1h	QA03399AA	ADD: ENHANCED DATA APX	3	\$120.45	\$361.35
1i	Q58AL	ADD: 3Y ESSENTIAL SERVICE	3	\$184.00	\$552.00
2	PMNN4504A	BATT IMPRES 2 LIION UL2054 DIV2 R IP68 3400T	3	\$167.19	\$501.57
3	NNTN8860B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	3	\$139.88	\$419.64



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



QUOTE-3116955
MISS FD- APX 8000 (3) - 25-100293 -
3116955

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
4	PMMN4136B	ACCESSORY KIT,XVP830 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB	3	\$388.80	\$1,166.40
Product Services					
5	LSV01Q00387A	DEVICE TEMPLATE	1	\$120.00	\$120.00
6	LSV00Q00202A	DEVICE PROGRAMMING	3	\$120.00	\$360.00

Grand Total **\$29,820.09(USD)**

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.



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

H-GAC

Item 9.

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - Motorola Solutions, Inc. - Public Services - ID: 12884

EXTENSION No. 2 to CONTRACT No. RA05-21

For

Radio Communications/Emergency Response & Mobile Interoperability Equipment

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Motorola Solutions, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Jul 31 2025 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Radio Communications/Emergency Response & Mobile Interoperability Equipment, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for: **Houston-Galveston Area Council**

DocuSigned by:



82EC270D5D61423...

Chuck Wemple
Executive Director
Date: 7/30/2024

Signed for: **Motorola Solutions, Inc.**

Printed Name:

Title:

DocuSigned by:



5C410900B6FC422...

Scott Lees
Vice President-Western Division
Date: 7/30/2024

Item 9.

BA-25-35

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE / DECREASE	PROPOSED BUDGET
		-	-	-
01-431-74950	Machinery & Equipment	1,080,935.00	29,820.09	1,110,755.09
		-	-	-
		-	-	-
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		-	-	-
		-	-	-
		-	-	-
TOTAL		1,080,935.00	29,820.09	1,110,755.09

JUSTIFICATION

A budget amendment is to purchase 3 portable radios for our new firefighters from Motorola Solutions. This purchase is necessary to ensure that the new personnel are equipped with reliable communication tools essential for their safety and effective emergency response

Finance Director: Vidal Roman

Date: 6/9/2025

City Council Approved on:

Date Posted:



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: June 09, 2025

PRESENTED BY: Juan Pablo "JP" Terrazas, P.E., Asst. City Manager

AGENDA ITEM: Authorization to Reject Bids and Authorize Re-solicitation for Elevator Installation at 1301 E. 8th Street- Terrazas

NATURE OF REQUEST:

The City of Mission received two (2) bids for the construction and installation of an elevator at 1301 E. 8th Street; however, both bids exceeded the allocated project budget. To promote broader vendor participation and secure more competitive pricing, staff recommends rejecting the current bids and authorizing the re-solicitation of the project.

BUGETED: No **FUND:** Capital Projects **ACCT. #:** 09-417-74900

BUDGET: \$ **EST. COST:** \$200,000 **CURRENT BUDGET BALANCE:** \$

STAFF RECOMMENDATION:

Staff recommends rejecting the bids and authorizing re-solicitation to obtain more competitive pricing within budget.

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

DESCRIPTION:		UOM Est. Quantity		Unit Price	Ext.
1	1" LINEAR FEET OF POLYETHYLENE	Feet	1,000		
2	2" LINEAR FEET OF POLYETHYLENE	Feet	1,000		
3	3/4" METER COUPLING	Each	400		
4	1" METER COUPLING	Each	75		
5	1" COMPRESSION ANGLE STOP	Each	100		
6	2" COMPRESSION ANGLE STOP FOR PVC	Each	5		
7	1" x 3/4" COMPRESSION ANGLE STOP	Each	75		
8	3/4" ANGLE STOP U-BRANCH	Each	50		
9	2" COMPRESSION ANGLE STOP FOR TUBING	Each	20		
10	1" COMPRESSION x 3/4" U-BRANCH	Each	20		
11	3/4" COMPRESSION TEE	Each	10		
12	1" COMPRESSION TEE	Each	30		
13	2" BRASS 90	Each	10		
14	2" BRASS CAP	Each	5		
15	2" BRASS COUPLING	Each	5		
16	2" x 3" BRASS NIPPLE	Each	30		
17	2" x 6" BRASS NIPPLE	Each	30		
18	2" x 12" BRASS NIPPLE	Each	20		
19	1 1/2" BRASS FLANGE KIT	Each	10		
20	2" BRASS FLANGE KIT	Each	20		
21	3/4" COMPRESSION MALE ADAPTER	Each	40		
22	1" COMPRESSION MALE ADAPTER	Each	40		
23	2" COMPRESSION MALE ADAPTER	Each	20		
24	3/4" COMPRESSION FEMALE ADAPTER	Each	5		
25	1" COMPRESSION FEMALE ADAPTER	Each	5		
26	2" x 1" COMPRESSION WYE	Each	10		
27	2" BRASS GATE VALVE	Each	20		
28	2" GATE VALVE (WITH OPERATING NUT) THREAD X THREAD	Each	20		
29	2" x 1" WYE 4 MULTI SERVICE	Each	10		
30	3/4" x 1" BRASS HEX NUT REDUCER	Each	5		
31	4" x 1" D/S SADDLE	Each	20		
32	4" x 2" D/S SADDLE	Each	10		
33	6" x 1" D/S SADDLE	Each	20		
34	6" x 2" D/S SADDLE	Each	10		

35	8" x 1" D/S SADDLE	Each	20		
36	8" x 2" D/S SADDLE	Each	10		
37	10" x 1" D/S SADDLE	Each	10		
38	10" x 2" D/S SADDLE	Each	10		
39	12" x 1" D/S SADDLE	Each	10		
40	12" x 2" D/S SADDLE	Each	10		
41	16" x 1" D/S SADDLE	Each	10		
42	16" x 2" D/S SADDLE	Each	10		
43	2" x 1" PVC QUICK TAP C160	Each	20		
44	3" x 1" PVC QUICK TAP C160	Each	5		
45	4" x 1" PVC QUICK TAP C160	Each	10		
46	COMPOSITE METER BOX	Each	500		
47	COMPOSITE METER BOX LID	Each	750		
48	3/4" RUBBER GASKET	Each	1,000		
49	1" RUBBER GASKET	Each	1,000		
50	2" CLOSE BRASS NIPPLE	Each	50		
51	3" BRASS FLANGE KITS WITH ACCESSORIE	Each	6		
52	4" BRASS FLANGE KITS WITH ACCESSORIE	Each	6		
53	JUMBO METER BOX	Each	50		
54	JUMBO METER BOX LID	Feet	50		
55	1" MIPT x COMPRESSION CORPORATION STOP (S100-4 OR EQUAL)	Each	50		
56	COMPOSITE METER BOX WITH RECESSED HOLE	Each	500		
57	COMPOSITE METER BOX LID WITH RECESSED HOLE	Each	750		



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: June 6, 2025

PRESENTED BY: Juan Pablo "JP" Terrazas, P.E., Asst. City Manager

AGENDA ITEM: Authorization to purchase RAS Pump from Lewis Electric Motors & Pumps for Public Works Wastewater Treatment Plant via Buy Board # 672-22 in the amount of \$39,108.80 - Terrazas

NATURE OF REQUEST:

Staff is seeking authorization to purchase WEMCO SFF10 Bare Pump Replacement via Buy Board # 672-22 from Lewis Electric Motors & Pumps. Bare Pump Replacement will be used as a Backup RAS Pump System for Wastewater Treatment Plant.

BUGETED: Yes **FUND:** Utility **ACCT. #:** 02-414-44640

BUDGET: \$350,000 **EST. COST:** \$39,108.80 **CURRENT BUDGET BALANCE:** \$53,959

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: None

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



Lewis Electric Motors & Pumps, Inc.
3300 Spur 54
P.O. Box 1591
Harlingen, TX 78552
(956) 423-4273
lewiselectricmotors.com

Contact

Customer Number

50159

Quote Date

5/16/2025

Quote Number

SQ1649

Quote To:

City Of Mission
Mission, TX

Ship To:

City Of Mission
Mission, TX

FOB

Ship Via

Bestway

Terms

Net 30

Quoted By

Michael Corona

Customer RFQ

Customer PO

Quote Item 12.

Product ID	Qty	Description	Sales Price		Total
WEMCO	1	WEMCO SFF10 Bare Pump Replacement	38,708.80		38,708.80
Freight	1	Freight	400.00		400.00
Discount	1	List Price is \$50,321.44 30% Discount as Per BuyBoard Contract	0.00		0.00

BuyBoard #672-22

*** 18-20 Week Lead Time ***

Subtotal: 39,108.80

Quotes Do Not Include Sales Tax or Freight, Unless Otherwise Noted.

Freight: 0.00

A Restocking Fee May Apply On Returned Items.

Other: 0.00

Quote is valid for 30 days.

0.0000 % Sales Tax 1: 0.00

0.0000 % Sales Tax 2: 0.00

Total: 39,108.80

Thank You!

SIGNATURE: _____ DATE: _____

PO# (IF NOT ALREADY ISSUED):



Lewis Electric Motors & Pumps, Inc.
3300 Spur 54
P.O. Box 1591
Harlingen, TX 78552
(956) 423-4273
lewiselectricmotors.com

Quote

Contact

Customer Number

50159

Quote Date

5/16/2025

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Quote To:

City Of Mission
Mission, TX

Ship To:

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Ship Via

Bestway

Terms

Net 30

Quoted By

Michael Corona

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Freight	1	Freight	400.00	400.00

BuyBoard #672-22

*** 18-20 Week Lead Time ***

Quotes Do Not Include Sales Tax or Freight, Unless Otherwise Noted.
A Restocking Fee May Apply On Returned Items.
Quote is valid for 30 days.

Subtotal:	39,108.80
Freight:	0.00
Other:	0.00
0.0000 % Sales Tax 1:	0.00
0.0000 % Sales Tax 2:	0.00
Total:	39,108.80

Thank You!

SIGNATURE: _____

DATE: _____

PO# (IF NOT ALREADY ISSUED):

Menu



Vendor Contract Information Summary

Vendor Lewis Electric Motors, inc.
Contact Steven Thomas
Phone 956-793-3990
Email steven@lewiselectricmotors.com
Vendor Website www.lewiselectricmotors.com
TIN 74-1533766
Address Line 1 PO Box 1591
Vendor City Harlingen
Vendor Zip 78551
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 Best Way
Designated Dealer No
EDGAR Received Yes
Service-disabled Veteran Owned No
Minority Owned No
Women Owned No
National No
No Foreign Terrorist Orgs Yes
No Israel Boycott Yes
MWBE No
ESCs 1, 3, 20
States Texas
Contract Name Water and Wastewater Pumps and Motors
Contract No. 672-22
Effective 07/01/2022
Expiration 06/30/2025
Accepts RFQs Yes
Return Policy 30 days on stock items only

April 23, 2025

Dr. Isaiás C. Rodríguez
1508 Doherty Ave
Mission, Tx 78572

City Manager Mike Perez
1201 E. 8th Street
Mission, Tx 78572

Dear City Manager Perez,

This letter is in reference to the Lions Park Literacy Project Story Walk Pedestals, thank you for meeting with me about the project.

I would like to formally request the approval and assistance of you and the City of Mission Council to implement the Literacy Project Story Walk Pedestals at Lions Park.

Details of the Request:

Purpose: Primary objective is to bring literacy to the Community of Mission with the installation of 20 Pedestals at Lions Park which will feature Monthly stories from Local Authors.

Benefits: The expected benefit is to have Literacy at Lions Park for families to read a story with their children as they walk and enjoy the beautification of the park and for any organization (schools) to use as a reference for Park visits or Field Trips.

Resources/Costs: The estimated cost for the purchase of the Literacy Pedestals is \$6,500.00. I have attached the quote for the Pedestals in the email. As discussed, we will be seeking Sponsorship for the 20 Pedestals from local businesses and community members.

Thank you and your Council in advance for your approval and assistance to move forward with the Literacy Project Story Walk at Lions Park, Mission.

Appreciative,

Dr. Isaiás C. Rodríguez
UTRGV Professor
Speech Language Pathologist
Bilingual Children's Book Author

If you have any questions, please contact me at:
dr.isaiascrodriguez@yahoo.com or 956.279.5284



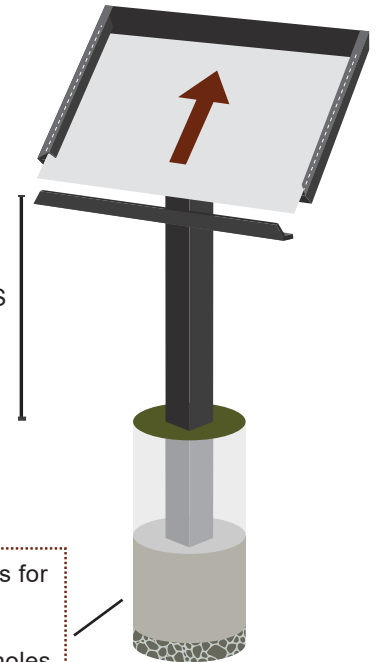
StoryWalk® Solutions

ALUMINUM FRAME with ALUMINUM POST-ANGLED

Item 13.

- Designed for an 18"H x 24"W page, with a viewable area of 17"H x 23"W
- 45 Degree display angle
- Standard post length of 60" for in-ground installation
 - Longer post lengths available
 - Surface mount aluminum posts available
- Removable bottom rail for easy page insertion
- Two sheets of acrylic protect the laminated page
- 3 Year Warranty on the powder-coated aluminum frame and post.
- Made in the USA

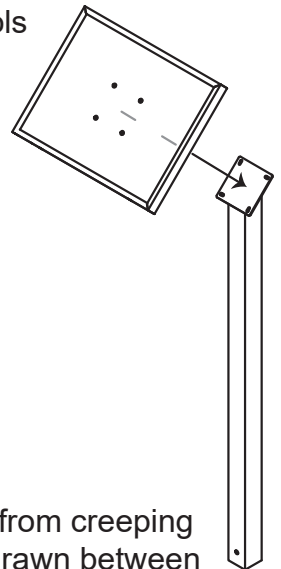
SIGN PANEL MOUNTS
28-32" FROM GRADE



Prepare footing depth per recommendations for your geographic region. Ensure that post is plumb and level while back-filling with appropriate materials. The pre-drilled thru holes at post-end allows for insertion of 1/2" diameter x 8" long piece of rebar for added security.

Assembly Instructions:

1. Attach the frame to the post plate using the provided hardware and allen driver. You will need a 7/16" socket wrench to install the nylock nut. DO NOT use power tools as the stainless hardware may gall and seize.
2. Remove the 2 screws from the bottom frame rail with the provided allen driver.
3. Insert the acrylic sheets and replace the bottom rail.



Page Installation Instructions - First time

1. Remove the bottom frame rail using the provided allen driver
2. Remove the blue masking from both sides of the acrylic sheets.
3. Place your page and optional colored backer between the sheets of acrylic.
4. Slide the sheets into the frame bottom.
5. Replace the bottom rail.

Moisture Issue? Add 2 or 3 Clip Spacers to the bottom of your page to minimize water from creeping up between the acrylic sheets. It creates a larger gap; therefore, moisture will not be drawn between the sheets as easily. Clip spacers are small, plastic paper clips that are sold under the brand Plastiklips LP-0200.



Cleaning Instructions:

- Use a soft cloth and a diluted soap & water solution to wash the display.
- Dry the display with a soft cloth.
- DO NOT USE ammonia cleaners (Windex) or paper towels as they may damage the acrylic.



CITY OF
MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: June 9, 2025

PRESENTED BY: Xavier Cervantes, Director of Planning

AGENDA ITEM: Approval of Resolution # _____ Regarding Waterline Access Agreement with the Sharyland Water Supply Corporation within City of Mission's ETJ for the proposed Hibiscus Heights Subdivision, located approximately 1,280 feet South of 4 Mile Road on the West side of Trosper Road. – Cervantes

NATURE OF REQUEST:

The proposed Hibiscus Heights Subdivision is a 9.988 acre tract of land out of and forming part or portion of Lot 35-4, West Addition to Sharyland Subdivision, within the service area of the Sharyland Water Supply Corporation and within the City of Mission's ETJ.

Sharyland Water Supply Corporation has adequate-sized water lines to support fire hydrants in the area and requires an agreement be entered between the Corporation, the property owner and the City of Mission before such installation is allowed.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____

Richard W. Fryer,
J.D., P.E., LEED AP

FRYER & HANSEN, PLLC

Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

Telephone 956-686-6606
Telefax 956-686-6601
email@FryerandHansen.com

May 21, 2025

Norie Gonzalez Garza, Mayor
The City of Mission
1201 E 8th St.
Mission, Texas 78572

Via U.S. Postal Service

RE: *Waterline Access Agreement - Sharyland Water Supply Corporation, City of Mission and Fortis Land Company, LLC - Hibiscus Heights Subdivision*

Dear Ms. Garza:

Enclosed please find four (4) original **Waterline Access Agreements** ("**Agreement**") for the Hibiscus Heights Subdivision for signature on behalf of the City of Mission ("**City**"). Please review the Agreement documents, cause them to be executed on behalf of the City in the areas indicated, and provide a City Commissioners' Resolution and/or certified Minutes approving the Agreement.

Once the documents have been signed on behalf of the City, please return the documents (signed Agreements and Resolution and/or Minutes reflecting City's approval of the Agreement) back to this office in the self-addressed envelope provided herein for your convenience.

When the documents have been signed on behalf of the City and returned to this office along with the City's Resolution and/or certified Minutes, we will review the documents and then forward them to Sharyland Water Supply Corporation for further execution. After the documents have been fully-signed by all parties, we will distribute a fully-executed original document to each party.

Thank you for your attention to this matter. If you should have any questions, please do not hesitate to call.

Respectfully,

/S/ Richard W. Fryer
Richard W. Fryer

RWF/kb
Enclosures

STATE OF TEXAS	§	BETWEEN:
	§	SHARYLAND WATER SUPPLY
	§	CORPORATION; FORTIS LAND
COUNTY OF HIDALGO	§	COMPANY, LLC; AND CITY OF MISSION

**WATERLINE ACCESS AGREEMENT
(with City and Owner)**

WHEREAS, Sharyland Water Supply Corporation ("SWSC") has a water distribution system which was designed for potable water distribution to rural communities, such system not designed specifically with the intent to provide water for fire protection purposes;

WHEREAS, the City of Mission ("City") through its own forces or through the forces of those subject to a contract to provide services, may provide fire protection services to its citizens, some of which fall within the area of the Certificate of Convenience and Necessity granted to SWSC;

WHEREAS, SWSC and City are mindful of the benefits that can be received by the citizens of the City and the members of SWSC with the availability of water for use in controlling fires and thereby for the protection of life and property;

WHEREAS, Fortis Land Company, LLC ("**Owner**") is constructing a subdivision in the area described in **Exhibit "A"**, Hibiscus Heights Subdivision (the "**Subdivision**"), and desire fire protection for the Subdivision.

THEREFORE, in exchange for the recitals herein made, the consideration exchanged and the goodwill generated, SWSC, Owner and City agree as follows:

1. This agreement pertains only to those areas in the Subdivision which also are within the boundaries of the Certificate of Convenience and Necessity granted to SWSC in HIDALGO County, Texas and only **with respect to those areas specifically listed in Exhibit "A."** No other parts of SWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.
2. Owner and City shall have access to SWSC lines with no less than six inches (6") in diameter for the purpose of operating, and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B" ("Fire Hydrants")**. Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and sufficient. SWSC shall gratuitously furnish to City's designated engineer, such waterline modeling information as it may have to the extent such information affects the lines and hydrants shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.

3. Except as otherwise provided in this paragraph, all City fire hydrants on SWSC waterlines or any part of SWSC's system, shall be painted black so as to be designated that they may be unavailable for use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in SWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrant subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrants the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant painted black until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or should a year expire without a hydrant being re-tested, City will immediately paint it black and if City fails to so test and paint City's fire hydrants, SWSC may (but is not required to) do so at City's expense, such expense to be paid by City to SWSC upon demand. By allowing a hydrant subject to this agreement to be painted any color other than black, SWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.

4. The Fire Hydrants will be constructed by Owner and maintained by Owner and City as set out in Exhibit "B". If concrete is used for additional stability, the hydrant weep holes should not be covered.

5. All water used from the SWSC system will be reported monthly to SWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.

6. There may be an annual charge by SWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.

7. Because SWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, SWSC reserves the right to install security devices on all hydrants at the cost of City and Owner. Sufficient special wrenches, or keys, will be provided to SWSC by City at no cost to SWSC. Should City fail to install the required security devices, SWSC may install such devices as it deems appropriate at a cost to the City.

8. All Fire Hydrant maintenance, inspection and flushing will be done by City personnel, or those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to SWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by SWSC and if City fails to so maintain the Fire Hydrants, SWSC may (but is

not required to) do so at City's expense, such expense to be paid by City to SWSC upon demand. SWSC may use the Fire Hydrants as temporary water sales point and as a flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, SWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. SWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.

9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by SWSC and under City's and Owner's authority and responsibility, but only under SWSC's inspection for defects in construction that may affect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of SWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City and Owner, including a reasonable fee for the presence and administration of SWSC's personnel.

10. CITY AND OWNER ACKNOWLEDGE AND AGREE THAT SWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE A PERSON EMPLOYED BY OR OTHERWISE AUTHORIZED BY CITY OR OWNER TO USE, ACCESS, OR IN ANYWAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THEREIN OR ANY APPURTENANCES THERETO (THE "USER") BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE AND THAT SWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY AND OWNER UNDERSTAND THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE SWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD SWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH RESULTS IN AN UNREASONABLE RISK TO THE USER. FURTHER, CITY AND OWNER UNDERSTAND THAT SWSC MAY CHANGE THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY THE NEW DANGER. CITY AND OWNER AGREE TO USE THE WATER AND SYSTEM AT ITS OWN RISK AND AS IT IS FOUND. SWSC, WITHOUT ACCEPTING ANY DUTY, GRATUITOUSLY WILL ENDEAVOR TO NOTIFY CITY AND OWNER OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY AND OWNER SHOULD ITS MANAGER BECOME CONSCIOUSLY AWARE OF SUCH A CONDITION. SWSC HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE SYSTEM INCLUDING, WITHOUT LIMITATION, THE PIPELINES, HYDRANTS, FLUSH VALVES, APPURTENANCES, WATER AND REAL SUBDIVISION, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY AND OWNER MAY ELECT TO CONDUCT OR THE EXISTENCE OF ANY HAZARD OR CONDITION; (B) THE NATURE AND EXTENT OF

ANY RIGHT-OF-WAY, LEASE, POSSESSION, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE SYSTEM OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. CITY AND OWNER ACKNOWLEDGE BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY AND OWNER WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE SYSTEM AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SWSC. CITY AND OWNER FURTHER ACKNOWLEDGE THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE SYSTEM WAS OBTAINED WITHOUT CONSIDERATION BEING GIVEN AND SWSC (1) HAS NOT MADE ANY INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; (2) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCESS TO THE SYSTEM IS ALLOWED ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND CITY AND OWNER EXPRESSLY ACKNOWLEDGE THAT, IN CONSIDERATION OF THIS ACCESS, SWSC MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

CITY AND OWNER AGREE BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT SWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY AND OWNER, FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE SUBDIVISION, AS CITY AND OWNER MAKE USE OF THE SYSTEM "AS-IS", "WHERE-IS" AND "WITH ALL FAULTS" CITY AND OWNER OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY AND OWNER, HEREBY FULLY RELEASE SWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY AND OWNER BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGE AND AGREE THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY AND OWNER, IN CONSIDERATION FOR USING THE SYSTEM AND AS A MATERIAL INDUCEMENT TO SWSC FOR ALLOWING SUCH USE, WAIVE THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AS WELL AS ALL OTHER STATUTORY PROVISIONS WHICH MIGHT CREATE A CLAIM AGAINST SWSC AS A RESULT OF THE USE OF SWSC'S SYSTEM. ACCORDINGLY, CITY AND OWNER, BY AND THROUGH THE BELOW SIGNING REPRESENTATIVES WHO HAVE BEEN GIVEN THE APPROPRIATE AUTHORITY BY THEIR GOVERNING BODIES STATE:

I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE

PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ, BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY AND OWNER, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREE TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS SWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY SWSC AT ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF SWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION, MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF SWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE PROVISION OF WATER AND ACCESS TO SWSC'S SYSTEM UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT SWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY AND OWNER ALSO WAIVE ALL RIGHTS TO SUBROGATION AGAINST SWSC.

11. This Agreement is intended to provide SWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code § 67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.

12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.

13. Each person, signing below, warrants and represents to the parties to this Agreement, that

he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.

14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.

15. Owner will list SWSC as an additional insured on all liability insurance policies it holds related to the Subdivision being the subject of this Agreement for the duration of this Agreement. Owner will provide SWSC with a certificate of insurance and notice 60 days prior to any cancellation.

16. SWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants in the Subdivision at a point to be chosen by the SWSC, and shall have access to the Subdivision and equipment constructed by Owner and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business operations, and upon discontinuance of service, SWSC shall have the right to remove any of its equipment from the Subdivision. SWSC may inspect its valves, piping, and appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by SWSC (initially \$200.00), which may be increased based on future costs increases to provide this service. Upon notice, Owner shall have personnel present as necessary to assist in the inspection. Owner shall install, at its own expense, any necessary fire service lines and equipment from SWSC's facilities and equipment to the point of use, including any customer isolation valves, backflow prevention and other equipment as may be specified by SWSC. SWSC shall also have access to the Subdivision for purpose of inspecting for possible illegal connections, cross-connections, potential contamination hazards, and illegal lead materials, and Owner and City agree to annual inspections of its own facilities for these conditions.

17. Owner and City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:

a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.

b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to the SWSC no later than 30 days after the inspection.

c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.

d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.

e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.

18 SWSC may notify Owner and/or City of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. Owner and/or City shall immediately correct any undesirable practice in the Subdivision. Owner and/or City shall, at its expense, properly install, test and maintain any backflow prevention device required by the SWSC. Copies of all testing and maintenance records shall be provided to the SWSC. Failure to comply with the terms of this Agreement shall cause the SWSC to terminate services or properly install, test, and maintain an appropriate backflow prevention device at the service connection at Owner's and/or City sole expense. Any expenses associated with the enforcement of this Agreement shall be paid to SWSC upon presentation to Owner and/or City.

19. Owner shall grant to SWSC, now and in the future, any easements required for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the SWSC to extend or improve SWSC's service for existing and future customers and members of SWSC, on such forms as are required by the SWSC.

20. Owner and City agree that the maximum amount of liability to Owner and City that may be incurred by SWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by Owner and City to SWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.

21. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest, payable to the party to which the payment is due, at an annual, compounded rate of ten percent (10%) from the date the payment is due until it is fully paid.

22. In the event any litigation arises out of this Agreement between the parties hereto, the nonprevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or other authority.

By signing and delivering this Agreement to the appropriate official of SWSC, the Owner authorizes completion of this Agreement by filling in the Effective Date below.

IN WITNESS WHEREOF, EXECUTED by SWSC, Owner and City, acting under the authority of their respective governing bodies in multiple originals on the date indicated below.

SIGNED this day of _____, 20____.

ATTEST:

THE CITY OF MISSION
1208 E. 8th Street
Mission, TX 78572
(956) 580-8650 (phone)
(956) 580-8659 (fax)

By: _____
Anna Carrillo, City Secretary

By: _____
Norie Gonzalez Garza, Mayor

APPROVED AS TO FORM:

By: _____,
Patricia A. Rigney, City Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Norie Gonzalez Garza, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she is Mayor of the City of Mission, that she executed the same as the act of City of Mission for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

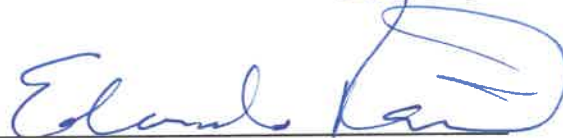
FORTIS LAND COMPANY, LLC,
 A Texas limited partnership
 222 W. University Drive
 Edinburg, Texas 78539

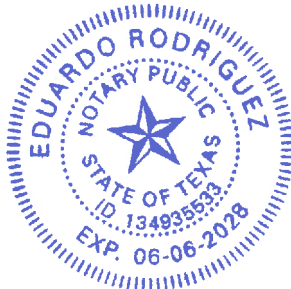
By: 
 Omar Garcia, Member

STATE OF TEXAS §
 §
 COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared Omar Garcia, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the sole Member of FORTIS LAND COMPANY, LLC, and that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this 15th day of May, 2025.


 Notary Public, State of Texas



**SHARYLAND WATER SUPPLY
CORPORATION**

4210 E. Main Ave.

Alton, Texas 78573

956-585-6081 (phone)

956-585-5450 (fax)

By: _____
Carlos Lima, General Manager

APPROVED AS TO FORM:

By: _____
Richard W. Fryer,
Attorney for Sharyland
Water Supply Corporation

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Carlos Lima**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of **Sharyland Water Supply Corporation**, that he executed the same as the act of Sharyland Water Supply Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____
day of _____ 20____.

Notary Public in and for the State of Texas

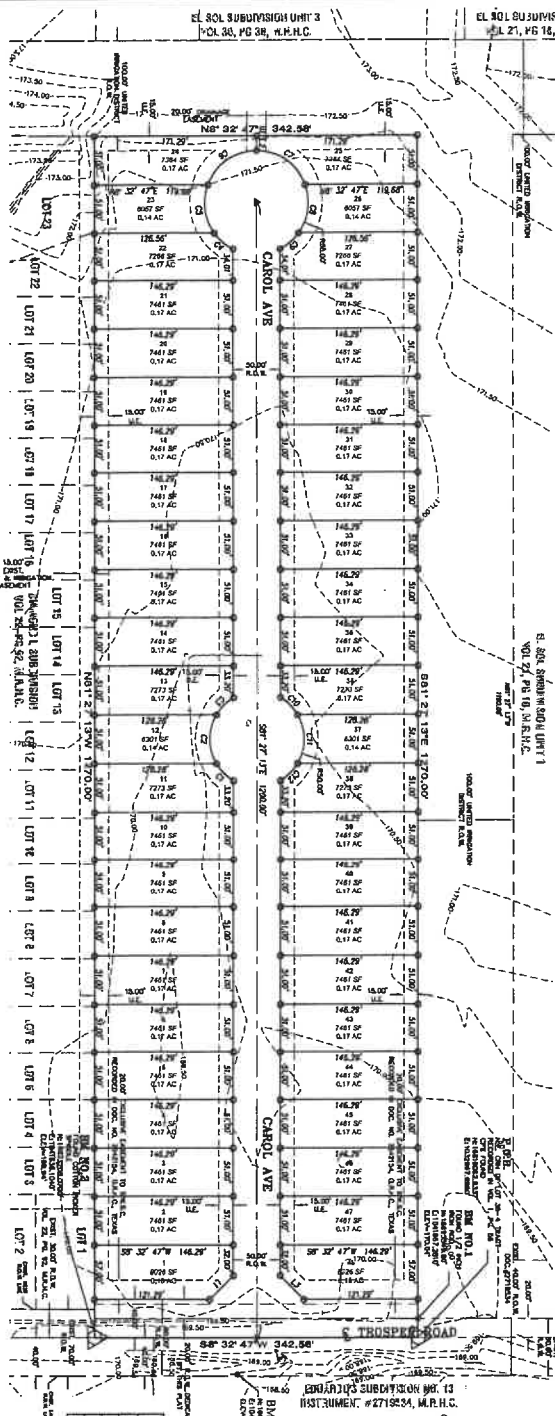
EXHIBIT "A"

A 9.988 Acre Tract of Land out of and forming part or portion of Lot 35-4, WEST ADDITION TO SHARYLAND SUBDIVISION, as per the Map or Plat thereof recorded in Volume 1, Page 56, Map Records of Hidalgo County, Texas.

BE OF PREPARATION: APRIL 30, 2025

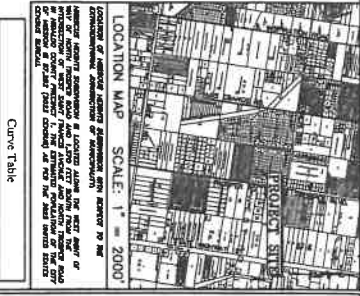
HIBISCUS HEIGHTS SUBDIVISION

BECING A 8.988 ACRES TRACT OF LAND OUT OF AND FORMING PART OF PORTION OF LOT 35-4 OF THE WEST ADDITION TO SHARPLAND SUBDIVISION, RECORDED IN VOLUME 1, PAGE 96, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



Parcel Line Table

Lot	Length	Width	Area
1	13.25	100.00	1325.00
2	13.25	100.00	1325.00
3	13.25	100.00	1325.00
4	13.25	100.00	1325.00
5	13.25	100.00	1325.00
6	13.25	100.00	1325.00
7	13.25	100.00	1325.00
8	13.25	100.00	1325.00
9	13.25	100.00	1325.00
10	13.25	100.00	1325.00
11	13.25	100.00	1325.00
12	13.25	100.00	1325.00
13	13.25	100.00	1325.00
14	13.25	100.00	1325.00
15	13.25	100.00	1325.00
16	13.25	100.00	1325.00
17	13.25	100.00	1325.00
18	13.25	100.00	1325.00
19	13.25	100.00	1325.00
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21	13.25	100.00	1325.00
22	13.25	100.00	1325.00
23	13.25	100.00	1325.00
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25	13.25	100.00	1325.00
26	13.25	100.00	1325.00
27	13.25	100.00	1325.00
28	13.25	100.00	1325.00
29	13.25	100.00	1325.00
30	13.25	100.00	1325.00
31	13.25	100.00	1325.00
32	13.25	100.00	1325.00
33	13.25	100.00	1325.00
34	13.25	100.00	1325.00
35	13.25	100.00	1325.00
36	13.25	100.00	1325.00
37	13.25	100.00	1325.00
38	13.25	100.00	1325.00
39	13.25	100.00	1325.00
40	13.25	100.00	1325.00
41	13.25	100.00	1325.00
42	13.25	100.00	1325.00
43	13.25	100.00	1325.00
44	13.25	100.00	1325.00
45	13.25	100.00	1325.00
46	13.25	100.00	1325.00
47	13.25	100.00	1325.00
48	13.25	100.00	1325.00



Curve Table

Station	Length	Radius	Chord Length
1+00.00	100.00	100.00	100.00
2+00.00	100.00	100.00	100.00
3+00.00	100.00	100.00	100.00
4+00.00	100.00	100.00	100.00
5+00.00	100.00	100.00	100.00
6+00.00	100.00	100.00	100.00
7+00.00	100.00	100.00	100.00
8+00.00	100.00	100.00	100.00
9+00.00	100.00	100.00	100.00
10+00.00	100.00	100.00	100.00
11+00.00	100.00	100.00	100.00
12+00.00	100.00	100.00	100.00
13+00.00	100.00	100.00	100.00
14+00.00	100.00	100.00	100.00
15+00.00	100.00	100.00	100.00
16+00.00	100.00	100.00	100.00
17+00.00	100.00	100.00	100.00
18+00.00	100.00	100.00	100.00
19+00.00	100.00	100.00	100.00
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27+00.00	100.00	100.00	100.00
28+00.00	100.00	100.00	100.00
29+00.00	100.00	100.00	100.00
30+00.00	100.00	100.00	100.00
31+00.00	100.00	100.00	100.00
32+00.00	100.00	100.00	100.00
33+00.00	100.00	100.00	100.00
34+00.00	100.00	100.00	100.00
35+00.00	100.00	100.00	100.00
36+00.00	100.00	100.00	100.00
37+00.00	100.00	100.00	100.00
38+00.00	100.00	100.00	100.00
39+00.00	100.00	100.00	100.00
40+00.00	100.00	100.00	100.00
41+00.00	100.00	100.00	100.00
42+00.00	100.00	100.00	100.00
43+00.00	100.00	100.00	100.00
44+00.00	100.00	100.00	100.00
45+00.00	100.00	100.00	100.00
46+00.00	100.00	100.00	100.00
47+00.00	100.00	100.00	100.00
48+00.00	100.00	100.00	100.00

PRELIMINARY

THIS DOCUMENT IS PRELIMINARY AND NOT FOR CONSTRUCTION. IT IS SUBJECT TO CHANGE WITHOUT NOTICE. THE ENGINEER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE USER OF THIS DOCUMENT ASSUMES ALL RESPONSIBILITY FOR THE ACCURACY AND COMPLETENESS OF THE INFORMATION CONTAINED HEREIN.

RIO DELTA ENGINEERING

FIRM REGISTRATION No. P-7625
 SURVEY FIRM No. 10194027
 921 S. 10TH AVENUE EDINBURG, TEXAS 78539
 (TEL) 956-380-5152 (FAX) 956-380-5083

OWNER'S ACKNOWLEDGMENT

I, the undersigned, being the owner of the above described property, do hereby acknowledge that I have read and understand the contents of the plat and the laws of the State of Texas relating to the subdivision of land, and I hereby authorize the undersigned to execute and record this plat.

STATE OF TEXAS - COUNTY OF HIDALGO

I, the undersigned, being the owner of the above described property, do hereby acknowledge that I have read and understand the contents of the plat and the laws of the State of Texas relating to the subdivision of land, and I hereby authorize the undersigned to execute and record this plat.

STATE OF TEXAS - COUNTY OF HIDALGO

I, the undersigned, being the owner of the above described property, do hereby acknowledge that I have read and understand the contents of the plat and the laws of the State of Texas relating to the subdivision of land, and I hereby authorize the undersigned to execute and record this plat.

PLAT NOTES AND RESERVATIONS

1. THE SUBDIVISION IS BEING MADE FOR THE PURPOSE OF SELLING THE LAND IN LOTS.

2. THE LOTS ARE BEING SELLING FOR THE PURPOSE OF SELLING THE LAND IN LOTS.

3. THE LOTS ARE BEING SELLING FOR THE PURPOSE OF SELLING THE LAND IN LOTS.

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48. THE LOTS ARE BEING SELLING FOR THE PURPOSE OF SELLING THE LAND IN LOTS.

PLAT SHEET

HIBISCUS HEIGHTS SUBDIVISION

CITY OF MISSION, TEXAS

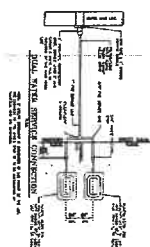
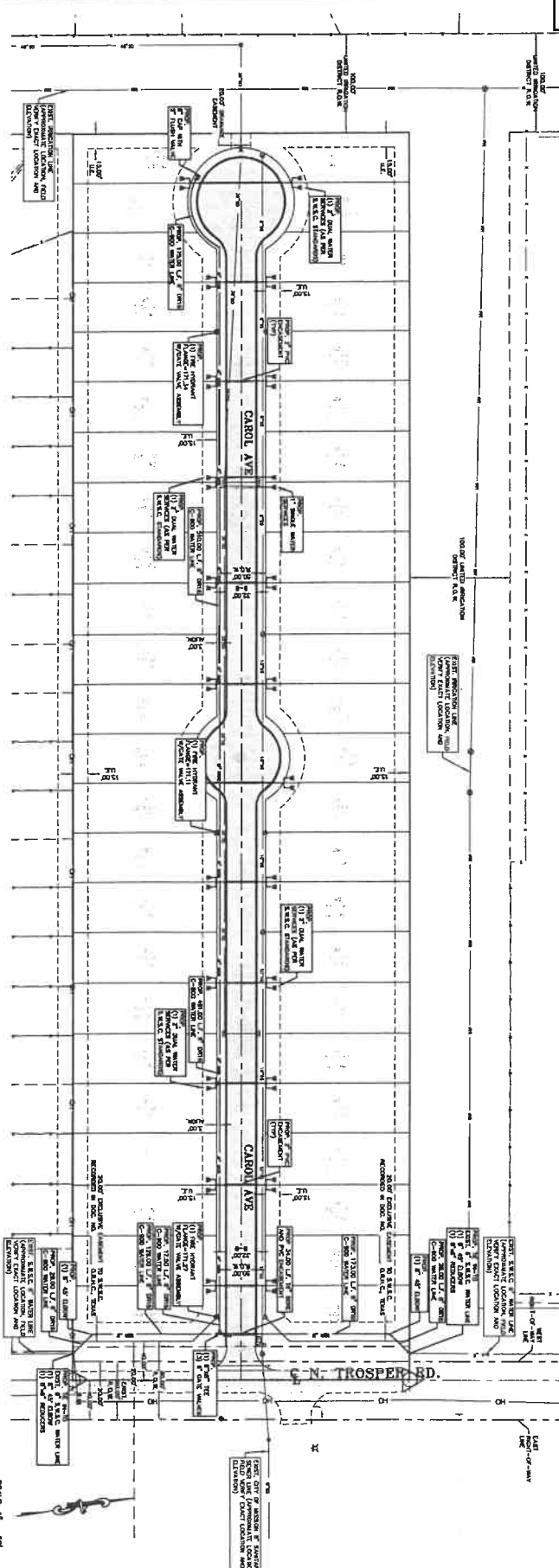
HIDALGO COUNTY

1-OF-6

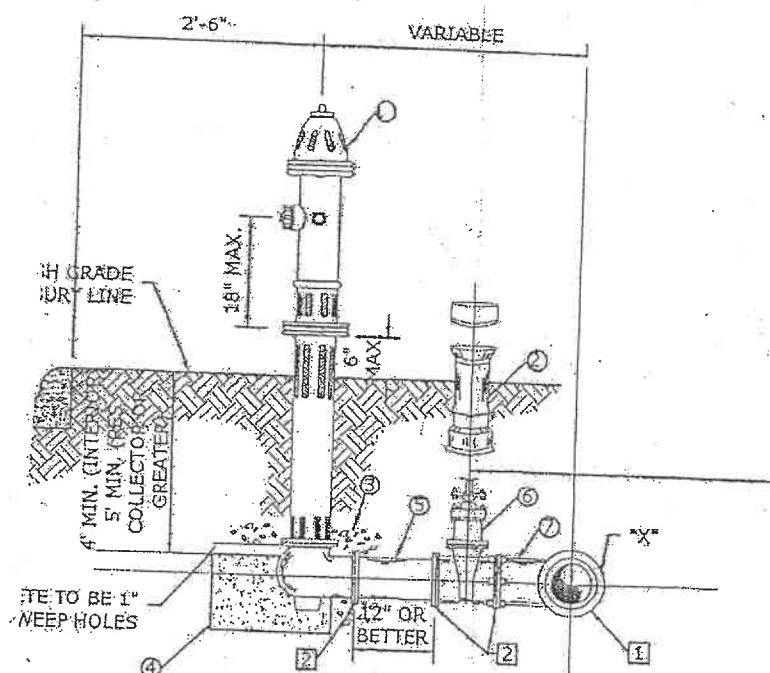
EXHIBIT "B"

Fire Hydrant Installation

Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block including anchor rods. Care must be taken that the hydrant drain be kept clear when pouring concrete. Mainline Tees shall have mechanical joint, flanged fittings. Mega lugs shall also be used at all mechanical joint fittings.

[illegible][illegible]

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083



NOTE:

- 1.) Oil shall be placed in hydrant at the time of installation
- 2.) Pumper nozzle shall face roadway. (5 1/2" N.S.T.)
- 3.) In certain instances, where distances permit, a Parallel Tee or Union-Tite 90 Degree elbow with restraining lugs may be used in lieu of a standard tee.
- 4.) Stainless steel bolts and nuts will be required in the event Tapping sleeves are used.

FIRE HYDRANT INSTALLATION

(CONSIST OF A FIRE HYDRANT, VALVE, AND VALVE BOX)

FIRE HYDRANT UNIT SHALL INCLUDE:

- 1.) FIRE HYDRANT W/ 4 1/2" PUMPER NOZZLE
- 2.) VALVE BOX
- 3.) 3 CU. FT. GRAVEL
- 4.) 3 CU. FT. CONCRETE: 1" BELOW HYDRANT WEEP HOLES
- 5.) 1 FT. MINIMUM PVC SPOOL
- 6.) 6" RESILIENT SEAT GATE VALVE (FLANGED X MECHANICAL JOINT)
- 7.) FLANGED X MECHANICAL JOINT CAST IRON TEE



CITY OF
MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: June 9, 2025

PRESENTED BY: Xavier Cervantes, Director of Planning

AGENDA ITEM: Approval of Resolution # _____ Regarding Waterline Access Agreement with the Sharyland Water Supply Corporation within City of Mission, for the proposed The Grove on Moorefield Subdivision, located approximately 1,960 feet North of West Mile 2 Road on the East side of N. Moorefield Road – Cervantes

NATURE OF REQUEST:

The proposed The Grove on Moorefield Subdivision is a 11.34 acre tract of land, more or less, out of Lot 12, New Caledonia Subdivision Unit 1, within the service area of the Sharyland Water Supply Corporation and within the City of Mission.

Sharyland Water Supply Corporation has adequate-sized water lines to support fire hydrants in the area and requires an agreement be entered between the Corporation, the property owner and the City of Mission before such installation is allowed.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

Richard W. Fryer,
J.D., P.E., LEED AP

FRYER & HANSEN, PLLC

Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

Telephone 956-686-6606
Telefax 956-686-6601
email@FryerandHansen.com

May 19, 2025

Norie Gonzalez Garza, Mayor
The City of Mission
1201 E 8th St.
Mission, Texas 78572

Via U.S. Postal Service

RE: Waterline Access Agreement - Sharyland Water Supply Corporation, City of Mission, CSL Construction & Development, LLC and Lugo 4 Investments, LLC - The Grove on Moorefield Subdivision

Dear Ms. Garza:

Enclosed please find four (4) original **Waterline Access Agreements** ("**Agreement**") for The Grove on Moorefield Subdivision for signature on behalf of the City of Mission ("**City**"). Please review the Agreement documents, cause them to be executed on behalf of the City in the areas indicated, and provide a City Commissioners' Resolution and/or certified Minutes approving the Agreement.

Once the documents have been signed on behalf of the City, please return the documents (signed Agreements and Resolution and/or Minutes reflecting City's approval of the Agreement) back to this office in the self-addressed envelope provided herein for your convenience.

When the documents have been signed on behalf of the City and returned to this office along with the City's Resolution and/or certified Minutes, we will review the documents and then forward them to Sharyland Water Supply Corporation for further execution. After the documents have been fully-signed by all parties, we will distribute a fully-executed original document to each party.

Thank you for your attention to this matter. If you should have any questions, please do not hesitate to call.

Respectfully,

/S/ Richard W. Fryer
Richard W. Fryer

RWF/kb
Enclosures

STATE OF TEXAS	§	BETWEEN:
	§	SHARYLAND WATER SUPPLY
	§	CORPORATION; CSL CONSTRUCTION &
	§	DEVELOPMENT, LLC AND LUGO 4
	§	INVESTMENTS, LLC; AND CITY OF
COUNTY OF HIDALGO	§	MISSION

WATERLINE ACCESS AGREEMENT
(with City and Owner)

WHEREAS, Sharyland Water Supply Corporation ("SWSC") has a water distribution system which was designed for potable water distribution to rural communities, such system not designed specifically with the intent to provide water for fire protection purposes;

WHEREAS, the City of Mission ("City") through its own forces or through the forces of those subject to a contract to provide services, may provide fire protection services to its citizens, some of which fall within the area of the Certificate of Convenience and Necessity granted to SWSC;

WHEREAS, SWSC and City are mindful of the benefits that can be received by the citizens of the City and the members of SWSC with the availability of water for use in controlling fires and thereby for the protection of life and property;

WHEREAS, CSL Construction & Development, LLC and Lugo 4 Investments, LLC ("Owners") is constructing a subdivision on the property described in **Exhibit "A"**, The Grove on Moorefield Subdivision (the "**Subdivision**"), and desires fire protection for the Subdivision.

THEREFORE, in exchange for the recitals herein made, the consideration exchanged and the goodwill generated, SWSC, Owners and City agree as follows:

1. This agreement pertains only to those areas in the Subdivision which also are within the boundaries of the Certificate of Convenience and Necessity granted to SWSC in HIDALGO County, Texas and only **with respect to those areas specifically listed in Exhibit "A."** No other parts of SWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.

2. Owners and City shall have access to SWSC lines with no less than six inches (6") in diameter for the purpose of operating, and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B"** ("**Fire Hydrants**"). Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and sufficient. SWSC shall gratuitously furnish to City's designated engineer, such waterline modeling information as it may have to the extent such information affects the lines and hydrants shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.

3. Except as otherwise provided in this paragraph, all City fire hydrants on SWSC waterlines or any part of SWSC's system, shall be painted black so as to be designated that they may be unavailable for use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in SWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrant subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrants the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant painted black until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or should a year expire without a hydrant being re-tested, City will immediately paint it black and if City fails to so test and paint City's fire hydrants, SWSC may (but is not required to) do so at City's expense, such expense to be paid by City to SWSC upon demand. By allowing a hydrant subject to this agreement to be painted any color other than black, SWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.

4. The Fire Hydrants will be constructed by Owners and maintained by Owners and City as set out in Exhibit "B". If concrete is used for additional stability, the hydrant weep holes should not be covered.

5. All water used from the SWSC system will be reported monthly to SWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.

6. There may be an annual charge by SWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.

7. Because SWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, SWSC reserves the right to install security devices on all hydrants at the cost of City and Owners. Sufficient special wrenches, or keys, will be provided to SWSC by City at no cost to SWSC. Should City fail to install the required security devices, SWSC may install such devices as it deems appropriate at a cost to the City.

8. All Fire Hydrant maintenance, inspection and flushing will be done by City personnel, or those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to SWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by SWSC and if City fails to so maintain the Fire Hydrants, SWSC may (but is

not required to) do so at City's expense, such expense to be paid by City to SWSC upon demand. SWSC may use the Fire Hydrants as temporary water sales point and as a flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, SWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. SWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.

9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by SWSC and under City's and Owners' authority and responsibility, but only under SWSC's inspection for defects in construction that may affect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of SWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City and Owners, including a reasonable fee for the presence and administration of SWSC's personnel.

10. CITY AND OWNERS ACKNOWLEDGE AND AGREE THAT SWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE A PERSON EMPLOYED BY OR OTHERWISE AUTHORIZED BY CITY OR OWNERS TO USE, ACCESS, OR IN ANYWAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THEREIN OR ANY APPURTENANCES THERETO (THE "USER") BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE AND THAT SWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY AND OWNERS UNDERSTAND THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE SWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD SWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH RESULTS IN AN UNREASONABLE RISK TO THE USER. FURTHER, CITY AND OWNERS UNDERSTAND THAT SWSC MAY CHANGE THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY THE NEW DANGER. CITY AND OWNERS AGREE TO USE THE WATER AND SYSTEM AT ITS OWN RISK AND AS IT IS FOUND. SWSC, WITHOUT ACCEPTING ANY DUTY, GRATUITOUSLY WILL ENDEAVOR TO NOTIFY CITY AND OWNERS OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY AND OWNERS SHOULD ITS MANAGER BECOME CONSCIOUSLY AWARE OF SUCH A CONDITION. SWSC HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE SYSTEM INCLUDING, WITHOUT LIMITATION, THE PIPELINES, HYDRANTS, FLUSH VALVES, APPURTENANCES, WATER AND REAL PROPERTY, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY AND OWNERS MAY ELECT TO CONDUCT OR THE EXISTENCE OF ANY HAZARD OR CONDITION; (B) THE NATURE AND EXTENT OF ANY RIGHT-

OF-WAY, LEASE, POSSESSION, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE SYSTEM OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. CITY AND OWNERS ACKNOWLEDGE BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY AND OWNERS WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE SYSTEM AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SWSC. CITY AND OWNERS FURTHER ACKNOWLEDGE THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE SYSTEM WAS OBTAINED WITHOUT CONSIDERATION BEING GIVEN AND SWSC (1) HAS NOT MADE ANY INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; (2) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCESS TO THE SYSTEM IS ALLOWED ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND CITY AND OWNERS EXPRESSLY ACKNOWLEDGE THAT, IN CONSIDERATION OF THIS ACCESS, SWSC MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

CITY AND OWNERS AGREE BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT SWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY AND OWNERS, FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE SUBDIVISION, AS CITY AND OWNERS MAKE USE OF THE SYSTEM "AS-IS", "WHERE-IS" AND "WITH ALL FAULTS" CITY AND OWNERS OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY AND OWNERS, HEREBY FULLY RELEASE SWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY AND OWNERS BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGE AND AGREE THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY AND OWNERS, IN CONSIDERATION FOR USING THE SYSTEM AND AS A MATERIAL INDUCEMENT TO SWSC FOR ALLOWING SUCH USE, WAIVE THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AS WELL AS ALL OTHER STATUTORY PROVISIONS WHICH MIGHT CREATE A CLAIM AGAINST SWSC AS A RESULT OF THE USE OF SWSC'S SYSTEM. ACCORDINGLY, CITY AND OWNERS, BY AND THROUGH THE BELOW SIGNING REPRESENTATIVES WHO HAVE BEEN GIVEN THE APPROPRIATE AUTHORITY BY THEIR GOVERNING BODIES STATE:

I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ, BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY AND OWNERS, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREE TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS SWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY SWSC AT ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF SWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION, MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF SWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE PROVISION OF WATER AND ACCESS TO SWSC'S SYSTEM UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT SWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY AND OWNERS ALSO WAIVE ALL RIGHTS TO SUBROGATION AGAINST SWSC.

11. This Agreement is intended to provide SWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code § 67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.

12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.

13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.

14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.

15. Owners will list SWSC as an additional insured on all liability insurance policies it holds related to the Subdivision being the subject of this Agreement for the duration of this Agreement. Owners will provide SWSC with a certificate of insurance and notice 60 days prior to any cancellation.

16. SWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants in the Subdivision at a point to be chosen by the SWSC, and shall have access to the Subdivision and equipment constructed by Owners and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business operations, and upon discontinuance of service, SWSC shall have the right to remove any of its equipment from the Subdivision. SWSC may inspect its valves, piping, and appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by SWSC (initially \$200.00), which may be increased based on future costs increases to provide this service. Upon notice, Owners shall have personnel present as necessary to assist in the inspection. Owners shall install, at its own expense, any necessary fire service lines and equipment from SWSC's facilities and equipment to the point of use, including any customer isolation valves, backflow prevention and other equipment as may be specified by SWSC. SWSC shall also have access to the Subdivision for purpose of inspecting for possible illegal connections, cross-connections, potential contamination hazards, and illegal lead materials, and Owners and City agree to annual inspections of its own facilities for these conditions.

17. Owners and City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:

a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.

b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to the SWSC no later than 30 days after the inspection.

c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.

d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.

e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.

18 SWSC may notify Owners and/or City of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. Owners and/or City shall immediately correct any undesirable practice in the Subdivision. Owners and/or City shall, at its expense, properly install, test and maintain any backflow prevention device required by the SWSC. Copies of all testing and maintenance records shall be provided to the SWSC. Failure to comply with the terms of this Agreement shall cause the SWSC to terminate services or properly install, test, and maintain an appropriate backflow prevention device at the service connection at Owners' and/or City sole expense. Any expenses associated with the enforcement of this Agreement shall be paid to SWSC upon presentation to Owners and/or City.

19. Owners shall grant to SWSC, now and in the future, any easements required for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the SWSC to extend or improve SWSC's service for existing and future customers and members of SWSC, on such forms as are required by the SWSC.

20. Owners and City agree that the maximum amount of liability to Owners and City that may be incurred by SWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by Owners and City to SWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.

21. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest, payable to the party to which the payment is due, at an annual, compounded rate of ten percent (10%) from the date the payment is due until it is fully paid.

22. In the event any litigation arises out of this Agreement between the parties hereto, the nonprevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or other authority.

By signing and delivering this Agreement to the appropriate official of SWSC, the Owners authorizes completion of this Agreement by filling in the Effective Date below.

IN WITNESS WHEREOF, EXECUTED by SWSC, Owners and City, acting under the authority of their respective governing bodies in multiple originals on the date indicated below.

SIGNED this day of _____, 20____.

ATTEST:

THE CITY OF MISSION
1208 E. 8th Street
Mission, TX 78572
(956) 580-8650 (phone)
(956) 580-8659 (fax)

By: _____,
Anna Carrillo, City Secretary

By: _____,
Norie Gonzalez Garza, Mayor

APPROVED AS TO FORM:

By: _____,
Patricia Rigney, City Attorney


STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Norie Gonzalez Garza, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she is Mayor of the City of Mission, that she executed the same as the act of City of Mission for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

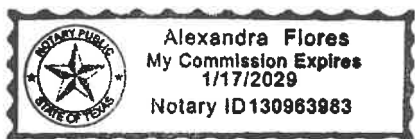
**CSL CONSTRUCTION &
DEVELOPMENT, LLC**, A Texas Limited
Liability Company
2200 E. Griffin Parkway
Mission, Texas 78572-3227

By: 
Carlos S. Lugo, Jr., Manager

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared Carlos S. Lugo, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she is a Manager of CSL CONSTRUCTION & DEVELOPMENT, LLC, and that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN May under my hand and seal of office, this 13 day of 2025.




Notary Public, State of Texas

LUGO 4 INVESTMENTS, LLC, A Texas
 Limited Liability Company
 2200 E. Griffin Parkway
 Mission, Texas 78572-3227

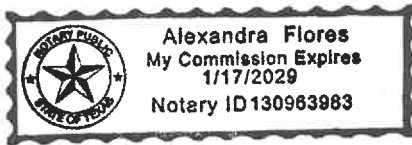
By: _____

Carlos S. Lugo, Manager

STATE OF TEXAS §
 §
 COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared Carlos S. Lugo, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she is a Manager of LUGO 4 INVESTMENTS, LLC, and that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this 13 day of May, 2025.



Alexandra Flores

Notary Public, State of Texas

**SHARYLAND WATER SUPPLY
CORPORATION**

4210 E. Main Ave.
Alton, Texas 78573
956-585-6081 (phone)
956-585-5450 (fax)

By: _____
Carlos Lima, General Manager

APPROVED AS TO FORM:

By: _____
Richard W. Fryer,
Attorney for Sharyland
Water Supply Corporation

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

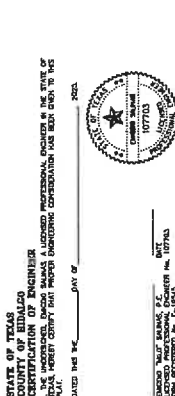
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Carlos Lima**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of **Sharyland Water Supply Corporation**, that he executed the same as the act of Sharyland Water Supply Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____
day of _____ 20_____.

Notary Public in and for the State of Texas

EXHIBIT "A"

A 11.34 Acre Tract of Land, more or less, out of Lot 12, NEW CALEDONIA SUBDIVISION UNIT 1, Hidalgo County, Texas, as per the Map or Plat thereof recorded in Volume 6, Page 19, Map Records of Hidalgo County, Texas.



**THE GROVE ON
MOOREFIELD SUBDIVISION**

BEING A 11.34-ACRE TRACT OF LAND, MORE OR LESS,
ALL OF LOT 12, NEW CALEDONIA SUBDIVISION UNIT 1,
HIDALGO COUNTY, TEXAS
VOLUME 8, PAGE 19, H.C.M.R.



1810 E. GRIFFIN PARKWAY
MISSION TX 78572

PRINCIPAL CONTACTS:

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DATE _____ PAGE _____

RECEIVED

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A

SUTHERLAND, RUTLEIGH, JR.

STANLEY D. LUTTS & JAMES E. HANCOCK

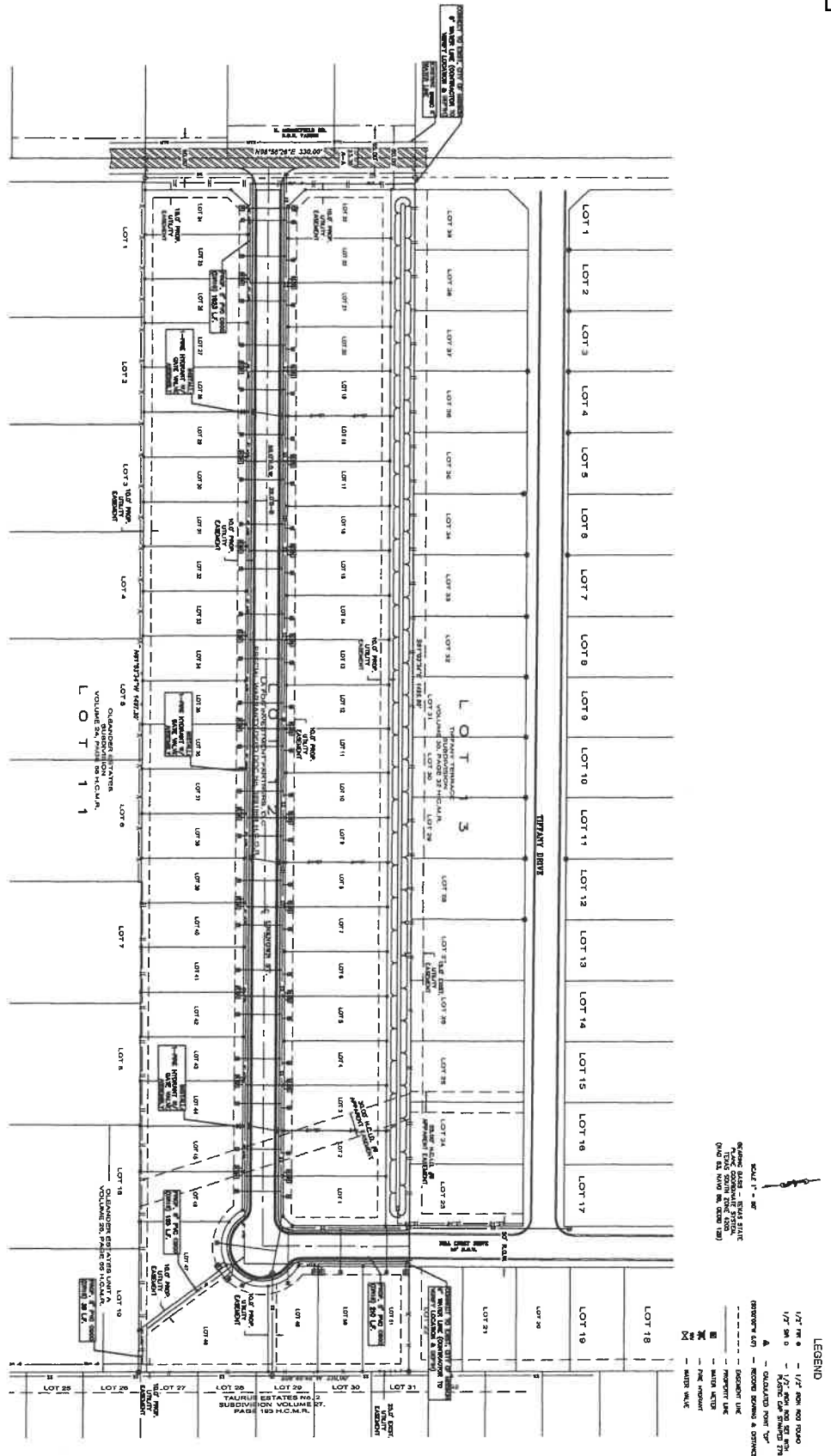
Abstract

117

EXHIBIT "B"

Fire Hydrant Installation

Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block including anchor rods. Care must be taken that the hydrant drain be kept clear when pouring concrete. Mainline Tees shall have mechanical joint, flanged fittings. Mega lugs shall also be used at all mechanical joint fittings.



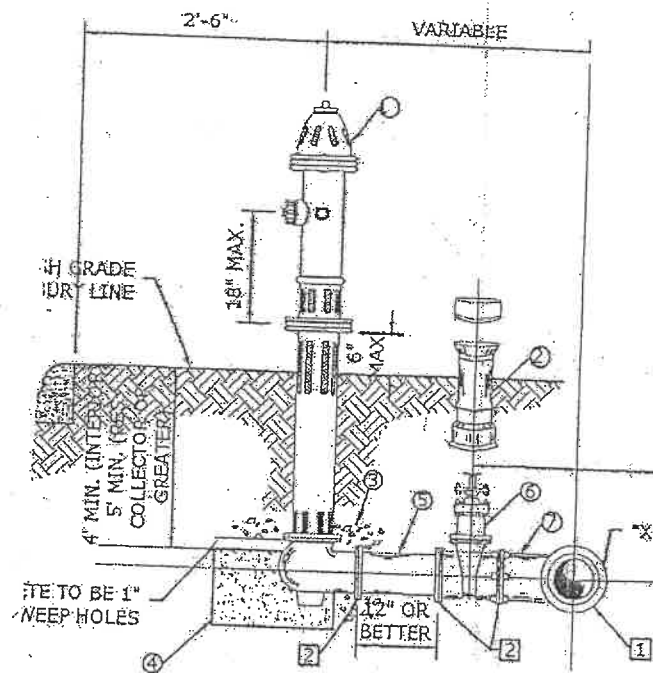
THIS DOCUMENT IS
RELEASED FROM THE
PUBLIC RECORDS OF
THE STATE OF TEXAS
DATE 04/10/25
IT IS NOT TO BE USED
FOR CONSTRUCTION.

SCALE: 1"=60'
DRAWN BY: CADTECH4
CHECKED BY: MS
DATE: 04/10/25

WATER PLAT THE GROVE ON MOOREFIELD SUBDIVISION MISSION, TEXAS



1810 E. GRIFFIN PARKWAY
MISSION TX 78573
956.600.8628
www.m2engineers.com
FIRM REGISTRATION # F-19545



NOTE:

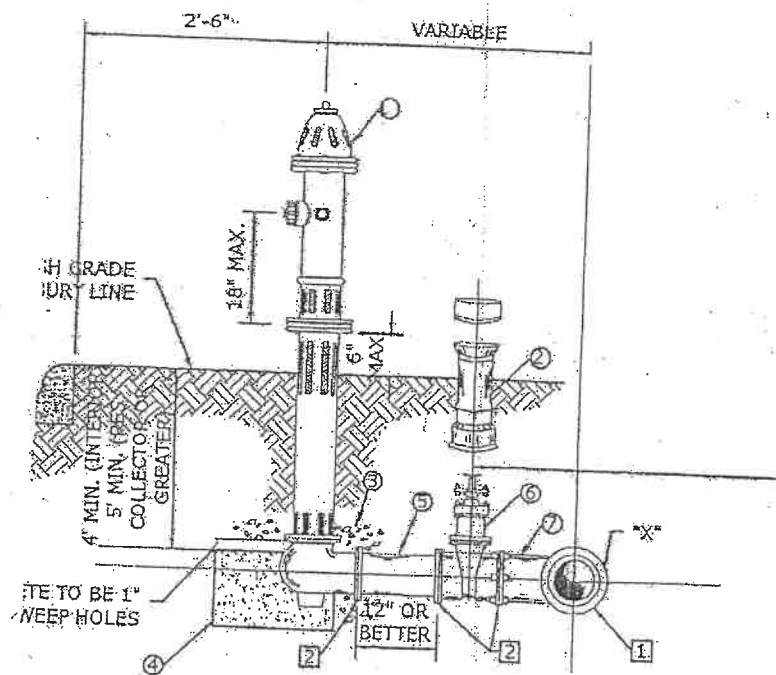
- 1.) Oil shall be placed in hydrant at the time of installation
- 2.) Pumper nozzle shall face roadway. (5 1/2" N.S.T.)
- 3.) In certain instances, where distances permit, a Parallel Tee or Union-Tite 90 Degree elbow with restraining lugs may be used in lieu of a standard tee.
- 4.) Stainless steel bolts and nuts will be required in the event Tapping sleeves are used.

FIRE HYDRANT INSTALLATION

(CONSIST OF A FIRE HYDRANT, VALVE, AND VALVE BOX)

FIRE HYDRANT UNIT SHALL INCLUDE:

- 1.) FIRE HYDRANT W/ 4 1/2" PUMPER NOZZLE
- 2.) VALVE BOX
- 3.) 3 CU. FT. GRAVEL
- 4.) 3 CU. FT. CONCRETE: 1" BELOW HYDRANT WEEP HOLES
- 5.) 1 FT. MINIMUM PVC SPOOL
- 6.) 6" RESILIENT SEAT GATE VALVE (FLANGED X MECHANICAL JOINT)
- 7.) FLANGED X MECHANICAL JOINT CAST IRON TEE



NOTE:

- 1.) Oil shall be placed in hydrant at the time of installation
- 2.) Pumper nozzle shall face roadway. (5 1/2" N.S.T.)
- 3.) In certain instances, where distances permit, a Parallel Tee or Union-Tite 90 Degree elbow with restraining lugs may be used in lieu of a standard tee.
- 4.) Stainless steel bolts and nuts will be required in the event Tapping sleeves are used.

FIRE HYDRANT INSTALLATION

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- 5.) 1 FT. MINIMUM PVC SPOOL
- 6.) 6" RESILIENT SEAT GATE VALVE (FLANGED X MECHANICAL JOINT)
- 7.) FLANGED X MECHANICAL JOINT CAST IRON TEE



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: June 09, 2025

PRESENTED BY: Cesar Torres, Chief of Police

AGENDA ITEM: Authorization to re-enter into an Interlocal Agreement for the Educational Resource Officer Program between the City of Mission and the Mission Consolidated Independent School District, in the amount of \$1,048,173.01, for the 2025 –2026 school year - Torres

NATURE OF REQUEST:

A total of fifteen (15) police officers will be assigned to the Mission C. I.S.D. during the 2025-2026 school year. The total amount of the Interlocal agreement is \$1,048,173.01 for the purpose of continuing the Educational Resource Officer Program at Mission Consolidated Independent School District.

BUGETED: Yes FY25-26 **FUND:** General **ACCT. #:** 01-300-33090

BUDGET: _____ **EST. COST:** \$1,048,173.01 **CURRENT BUDGET BALANCE:** \$ _____

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MISSION, TEXAS AND MISSION CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT FOR POLICE SERVICES**

This INTERLOCAL AGREEMENT FOR POLICE SERVICES (Agreement) is made by and between the City of Mission, Texas (Contractor) and the Mission Consolidated Independent School District (Agency) this ____ day of June 2025.

PREMISES

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 Texas Education Code §37.081 gives the Board of Trustees the power to employ security personnel and commissioned peace officers to carry out the effects of that Chapter, 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, the Mission Consolidated Independent School District is a Texas School District and local governmental entity as set forth in VTCA Government Code §791.003, and

Whereas, the Mission CISD School Resource Officers and the City of Mission all have the authority to perform law enforcement functions within their respective jurisdictional areas, and

Whereas, the Parties are of the opinion that achieving the objectives of law enforcement, the protection of students, and maintenance of a safe learning environment within the Mission CISD can be facilitated by establishing a cooperative approach to law enforcement, and that the performance of this Agreement is in the common interest of both parties and that the division of cost fairly compensates the performing party for the services under this contract,

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, in consideration of the promises and mutual covenants herein contained, it is agreed, under the authority of Section 791.001 – 791.029 of the Texas Government Code and Section 37.081 of the Texas Education Code, as follows:

AGREEMENT

ARTICLE 1. STATEMENT OF WORK:

CONTRACTOR agrees to perform, in a good professional manner to be approved by the AGENCY, the following:

- I. The CONTRACTOR shall assign and provide to AGENCY'S campuses fifteen (15) Texas Certified Police Officers during the 2025-2026 school year. Specific campus and time assignments will be mutually agreed to by the Operations Commander and AGENCY. Time assignments are not limited to any particular time of day. CONTRACTOR agrees that officers may be assigned to sporting events or other extra-curricular activities as coordinated by the AGENCY's Director of Safety & Security. Any officer assigned under this Agreement will be subject to the approval of the Superintendent, Director of Safety & Security and the campus Principal. The assigned officer(s) will provide services during regular school hours on each and every day classes are in session. The parties acknowledge the importance of having the same officer(s) present at the district on a day-to-day basis in order to promote continuity and familiarity with the district and students. The parties agree that any substitutions of personnel by the CONTRACTOR will be discussed and mutually agreed upon before the substitution is made.

- II. CONTRACTOR shall provide police presence on and around school campuses and all AGENCY property, including, without limitation, traffic enforcement and pedestrian crosswalk policing, etc. The Chief of Police and Superintendent may vary the duties of each officer taking into account the safety of each student, school district employee, and non-school person. The assigned officer(s) will coordinate and cooperate with the Director of Safety & Security and the campus Principal, but will be directly supervised by the Chief of Police. The duties, schedule and responsibilities of the assigned officer(s) on days when classes are not in session will be mutually agreed upon and determined by the Chief of Police, the Director of Safety & Security and the campus Principal.

At all times during the term of this Agreement, the law enforcement personnel provided by the CONTRACTOR will remain, and shall be considered, employees of the CONTRACTOR and not employees of the AGENCY. The CONTRACTOR will be responsible for maintaining accurate records of the dates and hours of service, and any other information regarding the personnel assigned to the AGENCY that may be necessary in connection with the performance of this Agreement.

Unless agreed to in advance in particular situations, any officer assigned to serve at any AGENCY campus will dress in a uniform identifying him/her as a member of the Police Department of the CONTRACTOR and will carry the usual equipment, such as sidearm, belt and holster, badge, and the like. At all times covered by this Agreement, any officer assigned to serve at any AGENCY campus will be a commissioned, full-time, regular-duty peace officer employed and properly trained by the CONTRACTOR.

The AGENCY's Director of Safety & Security and the Principal of each campus that uses the services of a campus peace officer will coordinate and work with that peace officer(s) with respect to the law enforcement services provided and any special issues that warrant increased attention. The Director of Safety & Security and the campus Principal will have the discretion to establish the daily tasks of the officer assigned to that campus, including designating specific campus issues to be addressed.

- III. CONTRACTOR shall ensure that assigned officers comply with all departmental policies and procedures, including, but not limited to, city policies and state and federal statutes, procedures, and directives.
- IV. Officers may execute arrest authority.
- IV. Officers shall function as Certified Peace Officers of the State of Texas and shall comply with all duties and obligations which they have under state and federal law as licensed peace officers.

ARTICLE 2. OBJECTIVES:

CONTRACTOR'S objectives under this Agreement include, but are not limited to, the following:

- 1. Provide a safe learning environment by fulfilling their obligations as licensed peace officers.
- 2. Serve as a visible deterrent, through their presence and actions as peace officers to reduce drug abuse, alcohol abuse and other crime amongst students.
- 3. Educate faculty in the following:
 - Identification of gangs and their effects
 - Identification of drugs and their effects
- 4. Participate in other school activities and events when appropriate.
- 5. Report incidents (in writing) of a delinquent criminal nature to the Director of Safety & Security, the campus Principal and Operations Commander.
- 6. Take positive enforcement action as a law enforcement officer when confronted

by a violation of Federal Law, State Law, and any City Ordinance.

7. Promote and support organizational strategies of the District to address the causes and reduce the fear of crime and social disorder through problem-solving tactics and their work as peace officers within the District.

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF THE AGENCY:

The AGENCY will provide the following to the CONTRACTOR:

1. Work space on campus
2. Access to telephones
3. Administrative and clerical support whenever possible from the campus and central office
4. Supplies and materials within an approved budget, and
5. Other support as requested

ARTICLE 4. JURISDICTION AND SCOPE OF DUTIES OF EMPLOYED OFFICERS:

The agency hereby determines that the jurisdiction of any officer exercising the terms under this agreement shall include all territory, within the boundaries of the School District and also all property outside the boundaries of the District that is owned, leased, or rented by or otherwise under the control of the Mission CISD. The agency further determines that the Police Officers assigned under this agreement shall have the following powers:

- I.) All the powers privileges and immunities as police officers.
- II.) The powers to enforce all laws, including municipal ordinances, county ordinances and state laws, and may, in accordance with Chapter 52, Texas Family Code take a juvenile into custody.
- III.) Enforcing any and all laws of Hidalgo County and the State of Texas and the rules of the school district which have a direct bearing on the safety and welfare of students within the District.
- IV.) The Mission Police Officers provided under the terms of this agreement shall have jurisdiction and lawful authority to provide police services under the terms of this agreement even if they are off duty. However, nothing in this Agreement shall require any Mission Police Officer to provide police services pursuant to this agreement if off duty.

ARTICLE 5. TERMS:

The period of performance of the agreement shall commence on the 18th day of August 2025 and shall end on the 29th day of May 2026. The total number of days for payment will be 179 days.

This is based on 171 instructional and 8 staff development days. No cost will be incurred or charged on the agreement prior to the starting date or subsequent to the ending date. All days are payable based on eight (8) hour day terms.

ARTICLE 6. SUPPLEMENTAL DUTY PAY:

The CONTRACTOR will provide the services of uniformed, sworn law enforcement personnel for the purpose of providing security and crowd control for athletic and special events sponsored by the AGENCY. The CONTRACTOR will provide the number of officers reasonably necessary as requested by the AGENCY for any such event. The CONTRACTOR will designate an officer in charge at each such event, and such officer in charge will coordinate the services provided with a representative of the AGENCY.

ARTICLE 7. CONSIDERATION:

It is estimated that the total cost of the basic agreement (excluding supplemental duty pay) will not exceed **\$1,048,173.01** and the CONTRACTOR agrees to use its best effort to perform all work described for this estimated cost. If at any time the total cost for performance of said work will be greater than above estimated cost, then CONTRACTOR shall notify AGENCY to the effect, giving its revised estimate of the total cost. AGENCY is not obligated to pay any amount exceeding the estimated cost indicated in this section unless such amount is approved by AGENCY in writing before the cost is incurred.

ARTICLE 8. TRAINING:

The AGENCY will reimburse the CONTRACTOR for state-mandated training for School Resource Officers attending training in the amount that will not exceed \$1,500.00 per school year, per officer assigned to a Mission CISD campus providing duties under this agreement. It is estimated that the total cost of the basic agreement for training will not exceed **\$22,500.00**. The CONTRACTOR will provide the AGENCY with copies of documents indicating satisfactory completion of the state-mandated course. Once proper documentation has been provided to the AGENCY, payment will be processed within 15-30 days.

ARTICLE 9. PAYMENT:

Payment for services will be processed only when proper documentation has been provided for the AGENCY business office for payment. Proper business accounting will be utilized. Once proper documentation has been provided to the AGENCY, payment will be processed within 15-30 days.

ARTICLE 10. MEDIATION:

It is the policy of the State of Texas to encourage the resolution of any disputes through alternative dispute resolution procedures such as non-binding mediation. Any dispute between the parties to

this agreement that is not resolved through informal discussion may be submitted to a mutually acceptable mediation service or provider for non-binding mediation. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking legal or equitable relief from a court of competent jurisdiction.

ARTICLE 11. VENUE AND JURISDICTION:

The parties acknowledge that the exclusive venue for any such action for breach of this agreement shall be the County and District courts of Hidalgo County, Texas.

ARTICLE 12. MODIFICATION OF AGREEMENT:

This document constitutes the entire agreement between the AGENCY and CONTRACTOR and may be modified only by a written agreement executed by both the AGENCY and CONTRACTOR.

ARTICLE 13. DUTIES:

Officers shall only be assigned duties by the District that are consistent with their existing obligations as licensed peace officers. The AGENCY shall not assign officers duties involving:

- (1) routine student discipline or school administrative tasks; or
- (2) contact with students unrelated to the law enforcement duties of the peace officer resource officer, or security personnel.

ARTICLE 14. NO WAIVER OF GOVERNMENTAL IMMUNITY:

Neither the Mission Consolidated Independent School District nor the City of Mission, Texas do, by way of this contract, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Local Government Code. The fact that the Mission CISD and the City of Mission have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.

ARTICLE 15. RESPONSIBILITY:

This Agreement is a contract for the performance of governmental functions by governmental entities, and the parties will be engaged in the conduct of a governmental function while providing and/or performing any service under this Agreement. With respect to the services provided under this Agreement, the CONTRACTOR will be an independent contractor to the AGENCY. Any peace officer assigned to duty at any AGENCY campus pursuant to this Agreement will not be considered an employee of the AGENCY, but will at all times remain an employee of the CONTRACTOR.

It is understood and agreed between the parties that each party will be responsible for its own acts or omissions, including the acts or omissions of its employees, officers, trustees, and agents. Where injury or property damage results from the joint or concurring negligence of both parties, liability, if any, will be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. Under no circumstances shall AGENCY be subject to any tort liability for which it is currently immune.

The parties specifically agree that each party will be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing any complaint, claim, or cause of action brought against itself, its respective employees, officers, trustees or agents, resulting from the provision of services pursuant to this Agreement.

Nothing in this Agreement will be construed to waive, modify, or amend any legal defense available to the parties, or any past or present Trustee, officer, agent, or employee, including, but not limited to governmental immunity from suit as provided by law.

ARTICLE 16. MISCELLANEOUS:

There are no third-party beneficiaries to this Agreement.

AGENCY may terminate this Agreement at any time and for any or no reason by providing seven days prior written notice to CONTRACTOR.

CONTRACTOR:

City of Mission

Mike R. Perez
City Manager

Cesar Torres
Chief of Police

AGENCY:

Mission Consolidated Independent School District

Iris Iglesias, President
Mission CISD Board of Trustees

Dr. Cris Valdez
Interim-Superintendent of Schools

COPS in School/Mission C.I.S.D.

171 Days Aug 2025-May 2026-Page 2

Name	Hourly Rate	Hours Worked	Overtime Rate	OT Hour	Base Pay	Additional Pays - Bvly					21			Total Salaries	7.65% FICA	8.77% TMRS	\$18.33 Health	N/A	4.89% WC	Un-employment	Total Salaries & Benefits
						Longevity	Education	Certificate	Seniority	Training	Instructor										
Bi-weekly Pays	25.501	1368.00				10.77	46.16	76.93	96.16	71.43	36.93			47,483.35	3630.95	4162.54	6183.30	0.00	2226.03	261.00	63,927.16
Kenneth Martinez					40,357.37	226.17	969.36	1615.53	2019.36	1500.03	775.53										
Bi-weekly Pays	25.501	1368.00				21.54	0	115.38	269.24	71.43	36.93			51,162.29	3913.92	4486.93	6183.30	0.00	2399.51	261.00	68,406.95
Francisco Garza					40,357.37	452.34	0.00	2422.98	5654.04	1500.03	775.53										
Bi-weekly Pays	25.501	1368.00				10.77	0.00	76.93	96.16	71.43	36.93			48,403.99	3556.79	4077.52	6183.30	0.00	2180.57	261.00	62,753.17
Samantha Valdez					40,357.37	226.17	0.00	1615.53	2019.36	1500.03	775.53										
Bi-weekly Pays	25.501	1368.00				35.00	68.24	153.04	403.85	71.43	36.93			55,533.46	4324.81	4957.98	6183.30	0.00	2651.42	261.00	74,911.97
Casey Venegas					40,357.37	735	1454.04	3230.64	8480.65	1500.03	775.53										
Bi-weekly Pays	25.501	1368.00				43.08	0.00	153.85	461.54	71.43	36.93			55,460.80	4319.25	4951.61	6183.30	0.00	2648.01	261.00	74,823.97
Rey Medrano					40,357.37	904.68	0.00	3230.85	9692.34	1500.03	775.53										
Bi-weekly Pays	25.501	1368.00				43.08	92.31	153.85	461.54	71.43	36.93			59,399.31	4467.55	5121.62	6183.30	0.00	2738.93	261.00	77,171.70
Miguel Montfort					40,357.37	904.68	1838.51	3230.85	9692.34	1500.03	775.53										
Bi-weekly Pays	25.501	1368.00				29.62	30.77	115.38	326.93	71.43	36.93			53,189.84	4069.02	4664.75	6183.30	0.00	2494.60	261.00	70,862.51
Jaime Perez					40,357.37	622.02	646.17	2423.19	6865.53	1500.03	775.53										
Bi-weekly Pays	25.501	1368.00				35.00	0.00	115.39	403.95	71.43	36.93			54,271.97	4151.81	4759.65	6183.30	0.00	2545.36	261.00	72,173.08
Juan A Vela					40,357.37	735.00	0.00	2423.19	8480.65	1500.03	775.53										
Bi-weekly Pays						0	0	0	0	0	0			-	0.00	0.00	0.00	0.00	0.00	0.00	-
Bi-weekly Pays						0	0	0	0	0	0			-	0.00	0.00	0.00	0.00	0.00	0.00	-
Bi-weekly Pays						0	0	0	0	0	0			-	0.00	0.00	0.00	0.00	0.00	0.00	-
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Bi-weekly Pays						0	0	0	0	0	0			-	0.00	0.00	0.0				

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ARTICLE 1. STATEMENT OF WORK:

CONTRACTOR agrees to perform, in a good professional manner to be approved by the AGENCY, the following:

- I. The CONTRACTOR shall assign and provide to AGENCY'S campuses six (6) Texas Certified Police Officers during the 2025-2026 school year. Specific campus and time assignments will be mutually agreed to by the Operations Commander and AGENCY. Time assignments are not limited to any particular time of day. CONTRACTOR agrees that officers may be assigned to sporting events or other extra-curricular activities as coordinated by the AGENCY's Director of Safety & Security. Any officer assigned under this Agreement will be subject to the approval of the Superintendent, Director of Safety & Security and the campus Principal. The assigned officer(s) will provide services during regular school hours on each and every day classes are in session. The parties acknowledge the importance of having the same officer(s) present at the district on a day-to-day basis in order to promote continuity and familiarity with the district and students. The parties agree that any substitutions of personnel by the CONTRACTOR will be discussed and mutually agreed upon before the substitution is made.

- II. CONTRACTOR shall provide police presence on and around school campuses and all AGENCY property, including, without limitation, traffic enforcement and pedestrian crosswalk policing, etc. The Chief of Police and Superintendent may vary the duties of each officer taking into account the safety of each student, school district employee, and non-school person. The assigned officer(s) will coordinate and cooperate with the Director of Safety & Security and the campus Principal, but will be directly supervised by the Chief of Police. The duties, schedule and responsibilities of the assigned officer(s) on days when classes are not in session will be mutually agreed upon and determined by the Chief of Police, the Director of Safety & Security and the campus Principal.

At all times during the term of this Agreement, the law enforcement personnel provided by the CONTRACTOR will remain, and shall be considered, employees of the CONTRACTOR and not employees of the AGENCY. The CONTRACTOR will be responsible for maintaining accurate records of the dates and hours of service, and any other information regarding the personnel assigned to the AGENCY that may be necessary in connection with the performance of this Agreement.

Unless agreed to in advance in particular situations, any officer assigned to serve at any AGENCY campus will dress in a uniform identifying him/her as a member of the Police Department of the CONTRACTOR and will carry the usual equipment, such as sidearm, belt and holster, badge, and the like. At all times covered by this Agreement, any officer assigned to serve at any AGENCY campus will be a commissioned, full-time, regular-duty peace officer employed and properly trained by the CONTRACTOR.

The AGENCY's Director of Safety & Security and the Principal of each campus that uses the services of a campus peace officer will coordinate and work with that peace officer(s) with respect to the law enforcement services provided and any special issues that warrant increased attention. The Director of Safety & Security and the campus Principal will have the discretion to establish the daily tasks of the officer assigned to that campus, including designating specific campus issues to be addressed.

- III. CONTRACTOR shall ensure that assigned officers comply with all departmental policies and procedures, including, but not limited to, city policies and state and federal statutes, procedures, and directives.
- IV. Officers may execute arrest authority.
- V. Officers shall function as Certified Peace Officers of the State of Texas and shall comply with all duties and obligations which they have under state and federal law as licensed peace officers.

ARTICLE 2. OBJECTIVES:

CONTRACTOR'S objectives under this Agreement include, but are not limited to, the following:

- 1. Provide a safe learning environment by fulfilling their obligations as licensed peace officers.
- 2. Serve as a visible deterrent, through their presence and actions as peace officers to reduce drug abuse, alcohol abuse and other crime amongst students.
- 3. Educate faculty in the following:
 - Identification of gangs and their effects
 - Identification of drugs and their effects
- 4. Participate in other school activities and events when appropriate.

5. Report incidents (in writing) of a delinquent criminal nature to the Director of Safety & Security, the campus Principal and Operations Commander.
6. Take positive enforcement action as a law enforcement officer when confronted by a violation of Federal Law, State Law and any City Ordinance.
7. Promote and support organizational strategies of the District to address the causes and reduce the fear of crime and social disorder through problem solving tactics and their work as peace officers within the District.

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF THE AGENCY:

The AGENCY will provide the following to the CONTRACTOR:

1. Office space on campus
2. Access to telephones
3. Administrative and clerical support whenever possible from the campus and central office
4. Supplies and materials within an approved budget, and
5. Other support as requested

ARTICLE 4. JURISDICTION AND SCOPE OF DUTIES OF EMPLOYED OFFICERS:

The agency hereby determines that the jurisdiction of any officer exercising the terms under this agreement shall include all territory, within the boundaries of the School District and also all property outside the boundaries of the District that is owned, leased, or rented by or otherwise under the control of the Sharyland Independent School District. The agency further determines that the Police Officers assigned under this agreement shall have the following powers:

- I.) All the powers privileges and immunities as police officers.
- II.) The powers to enforce all laws, including municipal ordinances, county ordinances and state laws, and may, in accordance with Chapter 52, Texas Family Code take a juvenile into custody.
- III.) Enforcing any and all laws of Hidalgo County and the State of Texas and the rules of the school district which have a direct bearing on the safety and welfare of students within the District.
- IV.) The Mission Police Officers provided under the terms of this agreement shall have jurisdiction and lawful authority to provide police services under the terms of this agreement even if they are off duty. However, nothing in this agreement shall require any Mission Police Officer to provide police services pursuant to this agreement if off duty.

ARTICLE 5. TERMS:

The period of performance of the agreement shall commence on the 18th day of August 2025 and shall end on the 26th day of May 2026. The total number of days for payment will be 179 days. This is based on 174 instructional and 5 staff development days. No cost will be incurred or charged on the agreement prior to the starting date or subsequent to the ending date. All days are payable based on eight (8) hour day terms.

ARTICLE 6. SUPPLEMENTAL DUTY PAY:

The CONTRACTOR will provide the services of uniformed, sworn law enforcement personnel for the purpose of providing security and crowd control for athletic and special events sponsored by the AGENCY. The CONTRACTOR will provide the number of officers reasonably necessary as requested by the AGENCY for any such event. The CONTRACTOR will designate an officer in charge at each such event, and such officer in charge will coordinate the services provided with a representative of the AGENCY.

ARTICLE 7. CONSIDERATION:

It is estimated that the total cost of the basic agreement (excluding supplemental duty pay) will not exceed \$428,411.51 and the CONTRACTOR agrees to use its best effort to perform all work described for this estimated cost. If at any time the total cost for performance of said work will be greater than above estimated cost, then CONTRACTOR shall notify AGENCY to the effect, giving its revised estimate of the total cost. AGENCY is not obligated to pay any amount exceeding the estimated cost indicated in this section unless such amount is approved by AGENCY in writing before the cost is incurred.

ARTICLE 8. TRAINING:

The AGENCY will reimburse the CONTRACTOR for state-mandated training for School Resource Officers attending training in the amount that will not exceed \$1,500.00 per school year, per officer assigned to a Sharyland ISD campus providing duties under this agreement. It is estimated that the total cost of the basic agreement for training will not exceed \$9,000.00. The CONTRACTOR will provide the AGENCY with copies of documents indicating satisfactory completion of the state-mandated course. Once proper documentation has been provided to the AGENCY, payment will be processed within 15-30 days.

ARTICLE 9. PAYMENT:

Payment for services will be processed only when proper documentation has been provided for the AGENCY business office for payment. Proper business accounting will be utilized. Once proper documentation has been provided to the AGENCY, payment will be processed within 15-30 days.

ARTICLE 10. MEDIATION:

It is the policy of the State of Texas to encourage resolution of any disputes through alternative dispute resolution procedures such as non-binding mediation. Any dispute between the parties to this agreement which is not resolved through informal discussion may be submitted to a mutually acceptable mediation service or provider for non-binding mediation. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking legal or equitable relief from a court of competent jurisdiction.

ARTICLE 11. VENUE AND JURISDICTION:

The parties acknowledge that exclusive venue for any such action for breach of this agreement shall be the County and District courts of Hidalgo County, Texas.

ARTICLE 12. MODIFICATION OF AGREEMENT:

This document constitutes the entire agreement between the AGENCY and CONTRACTOR and may be modified only by a written agreement executed by both the AGENCY and CONTRACTOR.

ARTICLE 13. DUTIES:

Officers shall only be assigned duties by the District which are consistent with their existing obligations as licensed peace officers. The AGENCY shall not assign officers duties involving:

- (1) routine student discipline or school administrative tasks; or
- (2) contact with students unrelated to the law enforcement duties of the peace officer, resource officer, or security personnel.

ARTICLE 14. NO WAIVER OF GOVERNMENTAL IMMUNITY:

Neither the Sharyland Independent School District nor the City of Mission, Texas do, by way of this contract, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Local Government Code. The fact that the Sharyland CISD and the City of Mission have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.

ARTICLE 15. RESPONSIBILITY:

This Agreement is a contract for the performance of governmental functions by governmental entities, and the parties will be engaged in the conduct of a governmental function while providing

and/or performing any service under this Agreement. With respect to the services provided under this Agreement, the CONTRACTOR will be an independent contractor to the AGENCY. Any peace officer assigned to duty at any AGENCY campus pursuant to this Agreement will not be considered an employee of the AGENCY, but will at all times remain an employee of the CONTRACTOR.

It is understood and agreed between the parties that each party will be responsible for its own acts or omissions, including the acts or omissions of its employees, officers, trustees, and agents. Where injury or property damage result from the joint or concurring negligence of both parties, liability, if any, will be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. Under no circumstances shall AGENCY be subject to any tort liability for which it is currently immune.

The parties specifically agree that each party will be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing any complaint, claim, or cause of action brought against itself, its respective employees, officers, trustees or agents, resulting from the provision of services pursuant to this Agreement.

Nothing in this Agreement will be construed to waive, modify or amend any legal defense available to the parties, or any past or present Trustee, officer, agent or employee, including, but not limited to governmental immunity from suit as provided by law.

ARTICLE 16. MISCELLANEOUS:

There are no third-party beneficiaries to this Agreement.

AGENCY may terminate this Agreement at any time and for any or no reason by providing seven days' prior written notice to CONTRACTOR.

CONTRACTOR:

City of Mission

Mike R. Perez
City Manager

Cesar Torres
Chief of Police

AGENCY:

Sharyland Independent School District

Maritza Venecia, President
Sharyland ISD Board of Trustees

Dr. Elaine Howard
Superintendent of Schools

City of Mission- Sharyland I.S.D./E.R.O. Program
2025-2026 School Year/171 Days

Brenda Casarez

Hourly Rate (old)	0	
Hourly Rate (new)	38.23	
Regular Hours (old)	0	-
Regular Hours (new)	1368	52298.64
Total Salaries		\$ 52,298.64
FICA	7.65%	4000.85
TMRS	8.77%	4586.59
Health Insurance	618.33	6183.30
Training Active Shooter		1500.00
Worker's Comp.	4.69%	2452.81
Unemployment	Budget	261.00
TOTAL SALARIES & BENEFITS		\$ 71,283.18

Robert Puga

Hourly Rate (old)	0.00	
Hourly Rate (new)	39.67	
Regular Hours (old)	0	-
Regular Hours (new)	1368	54268.56
Total Salaries		\$ 54,268.56
FICA	7.65%	4151.54
TMRS	8.77%	4759.35
Health Insurance	618.33	6183.30
Training Active Shooter		1500.00
Worker's Comp.	4.69%	2545.20
Unemployment	Budget	261.00
TOTAL SALARIES & BENEFITS		\$ 73,668.95

Pedro Wheeler

Hourly Rate (old)	0.00	
Hourly Rate (new)	35.66	
Regular Hours (old)	0	-
Regular Hours (new)	1368	48782.88
Total Salaries		\$ 48,782.88
FICA	7.65%	3731.89
TMRS	8.77%	4278.26
Health Insurance	618.33	6183.30
Training Active Shooter		1500.00
Worker's Comp.	4.69%	2287.92
Unemployment	Budget	261.00
TOTAL SALARIES & BENEFITS		\$ 67,025.25

Unknown (A)

Hourly Rate	0.00	
Unknown (B)		
Hourly Rate	0.00	
Regular Hours (A)	0	-
Regular Hours (B)	0	0.00
Total Salaries		\$ -
FICA		0.00
TMRS		0.00
Health Insurance		0.00
N/A		0.00
Worker's Comp.		0.00
Unemployment		0.00
TOTAL SALARIES & BENEFITS		\$ -

Jose E. Garcia

Hourly Rate (old)	0.00	
Hourly Rate (new)	40.30	
Regular Hours (old)		-
Regular Hours (new)	1368	55130.4
Total Salaries		\$ 55,130.40
FICA	7.65%	4217.48
TMRS	8.77%	4834.94
Health Insurance	618.33	6183.30
Training Active Shooter		1500.00
Worker's Comp.	4.69%	2585.62
Unemployment	Budget	261.00
TOTAL SALARIES & BENEFITS		\$ 74,712.73

Isaac Vasquez

Hourly Rate (old)	0.00	
Hourly Rate (new)	38.24	
Regular Hours (old)	0	-
Regular Hours (new)	1368	52312.32
Total Salaries		\$ 52,312.32
FICA	7.65%	4001.89
TMRS	8.77%	4587.79
Health Insurance	618.33	6183.30
Training Active Shooter		1500.00
Worker's Comp.	4.69%	2453.45
Unemployment	Budget	261.00
TOTAL SALARIES & BENEFITS		\$ 71,299.75

Eric Perez

Hourly Rate	0.00	
Hourly Rate (new)	37.71	
Regular Hours	0	-
Regular Hours (new)	1368	51587.28
Total Salaries		\$ 51,587.28
FICA	7.65%	3946.43
TMRS	8.77%	4524.20
Health Insurance	618.33	6183.30
Training Active Shooter		1500.00
Worker's Comp.	4.69%	2419.44
Unemployment	Budget	261.00
TOTAL SALARIES & BENEFITS		\$ 70,421.65

Unkown (A)

Hourly Rate	0.00	
Unknown (B)		
Hourly Rate	0.00	
Regular Hours (A)	0	-
Regular Hours (B)	0	0
Total Salaries		\$ -
FICA		0.00
TMRS		0.00
Health Insurance		0.00
N/A		0.00
Worker's Comp.		0.00
Unemployment		0.00
TOTAL SALARIES & BENEFITS		\$ -

Unknown (A)

Hourly Rate	0.00	
Unknown (B)		
Hourly Rate	0.00	
Regular Hours (A)	0	-
Regular Hours (B)	0	0
Total Salaries		\$ -
FICA		0.00
TMRS		0.00
Health Insurance		0.00
N/A		0.00
Worker's Comp.		0.00
Unemployment		0.00
TOTAL SALARIES & BENEFITS		\$ -

TOTAL REIMBURSEMENT..... \$ 428,411.51



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: June 9, 2025

PRESENTED BY: Jesse Mares, Facilities Supervisor

AGENDA ITEM: Authorization to purchase eighteen (18) Air Conditioner Units from Trane Supply in the amount of \$137,562.48 from the Energy Efficiency Block Grant award via Buyboard contract #720-23– Mares

NATURE OF REQUEST:

Authorization to purchase eighteen (18) air conditioner units to be replaced in various city facilities (Speer Memorial Library, Texas Citrus Fiesta, Golf Course, and the Parks and Recreation Facility). This purchase is being made through the Energy Efficiency and Conservation Block grant awarded to the City of Mission by the U.S. Department of Energy. The air conditioner units will be purchased from Trane Supply via Buyboard contract #720-23.

BUGETED: Yes **FUND:** Designated Purpose **ACCT. #:** 15-451-74950

BUDGET: \$137,950 **EST. COST:** \$137,562.48 **CURRENT BUDGET BALANCE:** \$137,950

BID AMOUNT: \$137,562.48

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



Item 18.

Order Number	
26285307	
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Quote Expires On: 06/14/2025

Prepared For:

MISSION CITY OF
1201 EAST 8TH STREET
ALTON, TX 78573
USA

Ship To:

MISSION CITY OF
503 W Owassa Rd Ste 8
Edinburg, TX 78539-2114
USA

9565808675

Requested By: Mr. JESSE MARES, 956-578-7200

P21 ID: 1103088

Internal Account: 2843653

Payment Terms: N30

Customer No: 94449

National Account ID:

<i>PO Number</i>	<i>Ship Route</i>	<i>Quoted By:</i>
7 units change out		Francisco Perez

Unit Info: Make / Model / Serial

Quantities					Item ID Item Description	Pricing	Unit	Extended
Ordered	Allocated	Remaining	UOM Unit Size	Disp. Weight		UOM Unit Size	Price Store Pickup	Price HazMat

Customer Note: Buy Board # 720-23

Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

2	0	2 EA		TSC060G4E0A005D*	EA	5,225.28	10,450.56
		1.0	615.00	TSC060G4E0A**00010000000000000000000000 0	1.0	Y	N
				TSC060G4E0A**00010000000000000000000000 0			

Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

2	0	2 EA	BAYHTRE412C			EA	439.68	879.36
		1.0	17.00	12.0 KW/460/3/60 HEATER		1.0	Y	N
				12.0 KW/460/3/60 HEATER				

Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

2	0	2	EA	BAYDMPR053B	EA	188.16	376.32
		1.0	11.00	DAMPER; 0-50% MANUAL OUTSIDE AIR DAMPER (BAYDMPR053BA)	1.0	Y	N

Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

1	0	1	EA	TSJ090A4S000000*	EA	9,337.92	9,337.92
		1.0	1,031.00	7.5 Ton Precedent; Packaged Cooling; 460 V/60/3-Phase; Standard Efficiency; R410A; Convertible Airflow; Symbio Controls; Standard Motor; No Heat; No Fresh Air;	1.0	Y	N

Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

2	0	2 EA	FIAEHTB427A	EA	728.64	1,457	144
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Trane U.S. Inc.
 RIO GRANDE VALLEY PARTS SUPPLY
 503 W Owassa Rd Ste 8
 Edinburg, TX 78539-2114
 USA
 PH: 956-973-0213
 McAllen@tranesupply.com

QUOTATION

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Quote Expires On: 06/14/2025

1.0	55.00	HEATER ELECTRIC DUAL B 27KW-480V, MAY REQUIRE FIAOPTN001A	1.0	Y	N
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Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

2	0	2 EA	FIAOPTN001A	EA	182.40	364.80
1.0	2.00	INDOOR OPTIONS MODULE INDOOR OPTIONS MODULE	1.0	Y	N	

Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

2	0	2 EA	FIADMPR002A	EA	171.84	343.68
1.0	18.00	ACCESSORY, 0-50% MANUAL AIR DAMPER ACCESSORY, 0-50% MANUAL AIR DAMPER	1.0	Y	N	

Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

1	0	1 EA	TSJ102A4S000000*	EA	10,407.36	10,407.36
Non-Returnable	1.0	1,047.00	8.5 Ton Precedent; Packaged Cooling; 460 V/60/3-Phase; Standard Efficiency; R410A; Convertible Airflow; Symbio Controls; Standard Motor; No Heat; No Fresh Air;	1.0	Y	N

Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

2	0	2 EA	TSJ180A4S000000*	EA	16,848.00	33,696.00
Non-Returnable	1.0	2,040.00	15 Ton Precedent; Packaged Cooling; 460V /60/3-Phase; Standard Efficiency; R410A; Convertible Airflow; Symbio Controls; Standard Motor; No Heat; No Fresh Air;	1.0	Y	N

Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

2	0	2 EA	FIAEHTD436A	EA	1,034.88	2,069.76
1.0	75.00	HEATER ELECTRIC 36KW- 480V, MAY REQUIR E FIAOPTN001A	1.0	Y	N	

Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

2	0	2 EA	FIAOPTN001A	EA	182.40	364.80
1.0	2.00	INDOOR OPTIONS MODULE INDOOR OPTIONS MODULE	1.0	Y	N	

Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

2	0	2 EA	FIADMPR003A	EA	239.04	478.08
1.0	15.00	ACCESSORY, MANUAL DAMPER ACCESSORY, MANUAL DAMPER	1.0	Y	N	

Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

1	0	1 EA	4TCC4036E1000A	EA	4,217.00	4,217.00
1.0	472.00	UNIT; 4TCC, 14 SEER, 36,600 BTUH, CONVER TIBLE PACKAGED COOLING R-410A REFRIGERANT, 208-230/1/60	1.0	Y	N	

Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

1	0	1 EA	BAYFLTR101C	EA	74.20	74.20
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Quote Expires On: 06/14/2025

1.0	5.56 FILTER; FRAME, USE ONE 18 X 25 FILTER - NOT INCLUDED	1.0	Y	N
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Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

1	0	1	EA	BAYOSAH001A	EA	297.76	297.76
		1.0	16.00	KIT; OUTSIDE AIR, MANUAL DAMPER (BAYOSAH 001AA)	1.0	Y	N

Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

1	0	1	EA	BAYHTRV110H	EA	293.00	293.00
		1.0	12.00	HEATER; ELECTRIC, 7.51/10.0 KW, 208/240/ 1 (BAYHTRV110HA)	1.0	Y	N

Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

1	0	1	EA	5YCC4036A1070A	EA	5,234.00	5,234.00
		1.0	465.00	UNIT; 5YCC, 13.4 SEER, 3T, CONVERTIBLE P ACKAGED GAS/ELECTRIC, R-454B REFRIGERANT, 208-230/1/60	1.0	Y	N

Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

1	0	1	EA	5YCC4060A1115A	EA	6,240.00	6,240.00
		1.0	595.00	UNIT; 5YCC, 13.4 SEER, 5T, CONVERTIBLE P ACKAGED GAS/ELECTRIC, R-454B REFRIGERANT, 208-230/1/60	1.0	Y	N

Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

1	0	1 EA	GDK048A3EMA0000*	EA	4,440.96	4,440.96
		1.0 616.00	GDK048A3EMA**0000000000000000000000 000	1.0	Y	N
			GDK048A3EMA**0000000000000000000000 000			

Ordered As: GDK048A3EMA0000

Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8,, Edinburg, TX, 78539-2114

1	0	1	EA	BAYGARD320A	EA	257.28	257.28
		1.0	20.00	TOOL-LESS HAIL GUARD	1.0	Y	N
				TOOL-LESS HAIL GUARD			

Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

1	0	1 EA	BAYECON320A	EA	621.12	621.12
		1.0	68.00 KIT, ECONOMIZER, DRY BULB KIT, ECONOMIZER, DRY BULB	1.0	Y	N

Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

1	0	1	EA	EDK090A3E0A3YXA*	EA	8,219.52	8,219.52
		1.0	974.00	EDK090A3E0A**07M000000000000000000000000 000	1.0	Y	N
				EDK090A3E0A**07M000000000000000000000000 000			

Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

1	0	1 EA	BAYECON310A	EA	1,173.12	1,173.12
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Trane U.S. Inc.
 RIO GRANDE VALLEY PARTS SUPPLY
 503 W Owassa Rd Ste 8
 Edinburg, TX 78539-2114
 USA
 PH: 956-973-0213
 McAllen@tranesupply.com

QUOTATION

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1.0	88.00	ACCESSORY; ECONOMIZER, DOWNFLOW, MEDIUM FOUNDATION	1.0	Y	N
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Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

1	0	1 EA	BAYGARD312A	EA	405.12	405.12
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1.0	47.00	GUARD; CONDENSER COIL GUARD, 7.5-12.5 TO N, ECC/GCC MEDIUM FOUNDATION	1.0	Y	N
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Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

1	0	1 EA	TTA12043DACE02Q*	EA	6,559.68	6,559.68
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1.0	391.00	TTA12043DAC**BS000000000000000000000000 00 TTA12043DAC**BS000000000000000000000000 00	1.0	Y	N
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Ordered As: TTA12043DACE02Q

Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

1	0	1 EA	GDK120A3EHA3YXA*	EA	11,678.40	11,678.40
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1.0	1,155.00	GDK120A3EHA**07M000000000000000000000000 000 GDK120A3EHA**07M000000000000000000000000 000	1.0	Y	N
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Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

1	0	1 EA	BAYECON310A	EA	1,173.12	1,173.12
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1.0	88.00	ACCESSORY; ECONOMIZER, DOWNFLOW, MEDIUM FOUNDATION	1.0	Y	N
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Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

1	0	1 EA	BAYGARD320A	EA	257.28	257.28
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1.0	20.00	TOOL-LESS HAIL GUARD TOOL-LESS HAIL GUARD	1.0	Y	N
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Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

2	0	2 EA	5TTR4060A1000B	EA	2,461.00	4,922.00
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1.0	302.00	5.0 T SPL COOLING. 5.0 T SPL COOLING.	1.0	Y	N
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Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

2	0	2 EA	5TEM4D07AC51SA	EA	1,834.00	3,668.00
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1.0	185.00	AIR HANDLER ASM AIR HANDLER ASM	1.0	Y	N
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Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

2	0	2 EA	BAYHTR1517BRKA	EA	182.00	364.00
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1.0	9.83	HEATER 15KW-1PH HEATER 15KW-1PH	1.0	Y	N
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Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

1	0	1 EA	5TTR4048A1000B	EA	2,230.00	2,230.00
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Trane U.S. Inc.
RIO GRANDE VALLEY PARTS SUPPLY
503 W Owassa Rd Ste 8
Edinburg, TX 78539-2114
USA
PH: 956-973-0213
McAllen@tranesupply.com

QUOTATION

Item 18.

Order Number	
26285307	
Order Date	Page
05/15/2025 09:47:58	5 of 5

Quote Expires On: 06/14/2025

1.0	302.00	4.0 T SPL COOLING.	1.0	Y	N
		4.0 T SPL COOLING.			

Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

1	0	1 EA	STEM4D06AC41SA	EA	1,527.00	1,527.00
		1.0	185.00 AIR HANDLER ASM	1.0	Y	N
			AIR HANDLER ASM			

Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

1	0	1 EA	BAYHTR1517BRKA	EA	182.00	182.00
		1.0	9.83 HEATER 15KW-1PH	1.0	Y	N
			HEATER 15KW-1PH			

Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

2	0	2 EA	MSZ-HM24NA-U1	EA	559.00	1,118.00
		1.0	33.00 INVERTER INDOOR (LOW SEER)	1.0	Y	N
			INVERTER INDOOR (LOW SEER)			

Pickup Location-RIO GRANDE VALLEY PARTS SUPPLY, 503 W Owassa Rd Ste 8, , Edinburg, TX, 78539-2114

2	0	2 EA	MUZ-HM24NA-U2	EA	1,092.00	2,184.00
		1.0	140.90 OUTDOOR (LOW SEER)	1.0	Y	N
			OUTDOOR (LOW SEER)			

Total Lines: 36

SUB-TOTAL	137,562.48
TEXAS TAX	0.00
EDINBURG TAX	0.00
QUOTE TOTAL	137,562.48
U.S. Dollars	

This is a quote, not an invoice. Prices quoted are subject to change at any time. Tax is an estimate and is subject to changes in shipping address and applicable tax rates. Shipping and Handling charges will be applied if necessary at the time of the order. Quoted items are subject to availability and are not guaranteed to be in stock. Returned parts may be subject to restocking fees and special-order parts may not be returnable.

Trane Supply will hold your completed order for a maximum of 15 days. After 15 days your order will be subject to cancellation and the items will be returned to stock.

All purchases are subject to Trane Parts and Supplies terms of sale, www.trane.com/PartsTermsOfSale



Vendor Contract Information Summary

Vendor	Trane
Contact	Barbara Ramay
Phone	817-838-1368
Email	barbara.ramay@trane.com
TIN	25-0900465
Address Line 1	1617 Hutton Drive
Vendor City	Carrollton
Vendor Zip	75006
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	Texas
Contract Name	HVAC Equipment, Supplies, and Installation of HVAC Equipment
Contract No.	720-23
Effective	12/01/2023
Expiration	11/30/2026
Accepts RFQs	Yes



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: June 9, 2025
PRESENTED BY: Roel Mendiola, Sanitation Director
AGENDA ITEM: Authorization to Ratify Emergency Rental of Front-loader Unit from Reliance Truck and Equipment in the amount of \$43,200 – Mendiola

NATURE OF REQUEST:

Pursuant to Section 252.022(a)(3) of the Texas Local Government Code, which exempts purchases necessary due to unforeseen damage to public machinery or equipment, staff is requesting authorization to ratify emergency expenditures for the rental of one (1) Front-loader Unit. This rental is necessary to maintain solid waste service levels following unanticipated equipment failure.

The unit will be rented from Reliance Truck and Equipment for a period of nine (9) weeks (June–July 2025) at a weekly rate of \$4,300, plus a one-time refundable deposit of \$4,500, for a total amount of \$43,200. The emergency rental will support continued operations and help prevent service disruptions to commercial accounts throughout the City.

BUGETED: Yes **FUND:** Solid Waste **ACCT. #:** 05-410-44660

BUDGET: \$200,000 **EST. COST:** \$43,200 **CURRENT BUDGET BALANCE:** \$199,667

BID AMOUNT: \$43,200

STAFF RECOMMENDATION:

Staff recommends approval to ratify the emergency rental of the Front-loader Unit from Reliance Truck and Equipment in the amount of \$43,200 to ensure uninterrupted solid waste services and operational continuity.

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____



Front Loader Rental
Rental Quote and Terms

Customer Name: City of Mission - 1201 E. 8th Street., Mission, Texas 78572

Thank you for choosing Reliance Equipment for your rental needs. Below are the rates and terms relating to your request for rental. Please sign and return this form in order to proceed with rental. If you have any questions, please feel free to call any time.

Rental Rate is \$ **N/A** per day \$ **4,300** per week \$ **10,750** per 28 days

Rental Deposit of \$ **4,500** is due when unit and any accessories are picked up. Customer to send payment for 2nd period at 28 days from will call date.

Rental period begins at time of Customer's signed receipt of equipment and will continue until the nozzle and any included accessories are confirmed to be received at a Reliance location.

Normal payment terms are Net 30 days. All past due accounts will be charged a 1.5% service fee per month.

Rates are based on usage of **8 hours per day / 40 hours per week. Additional hours will be invoiced at \$75 per hour.**

Rental will continue until ALL items are returned. Missing or damaged items / accessories will be charged and normal replacement values and/or labor rates.

Prior to equipment leaving Reliance premises, customer shall have on file with Reliance Equipment insurance coverage with the following limits listing Reliance Equipment as additional insured:

A) Property Damage \$2,000,000.00

B) Liability \$2,000,000.00

C) Physical Damage \$600,000.00

Customer is responsible for **ALL** damage to equipment and rental will continue until the equipment is back in rental condition.

Customer shall ensure that only properly trained staff are permitted to use and operate the rental units. Reliance Equipment will provide local **delivery and training upon request at a delivery with training at a rate of \$65 per hour.** For all shipped non-local rentals, customer is responsible to ensure they receive local training. Also, customer is responsible for all end user training and will ensure that only properly trained personal are allowed to operate the units.

All other terms of Reliance Equipment's normal rental agreement shall apply to all rentals.

Accepted by: X Date: _____

Name: _____ Title: _____



General Rental Terms and Conditions

1. This is a rental contract only and not a contract of sale. Customer agrees that Customer has rented the equipment upon the express condition that the equipment will at all times remain the property of Reliance Equipment. Customer will not sub-rent to others, sell, transfer, or assign its interest in the equipment.
2. Customer will pay promptly when due all charges that accrue because of this rental, including the cost to repair or replace any damage to the equipment. All charges are based on the time the equipment is in Customer's possession whether or not in use. Unless expressly agreed otherwise, the rental rate is based upon usage of up to 8 hours per day/40 hours per week and includes 1,250 miles per month; excess usage will result in additional charges. Should the rent or any charges be at any time unpaid, Customer shall pay interest on such arrears at the rate of 1.5% percent per month from the date of default until the arrears shall be paid, together with all reasonable collection charges and expenses.
3. Customer shall examine the condition of the equipment before taking possession and will return it in materially the same condition as when Customer received it. Customer shall not alter the Equipment without Reliance Equipment's prior written consent. Customer will immediately notify Reliance Equipment if any part of the equipment is not functioning normally.
4. Customer, at its own cost and expense, shall maintain and keep the Equipment in good repair, condition and working order. Customer is responsible for normal maintenance including scheduled oil changes and replacement of wear items. Reliance Equipment will provide routine service work and oil changes at no charge provided Customer brings the equipment into our Converse or Fort Worth locations for the scheduled service. Equipment will have new or like new wear items such as dirt shoes, hoses, and similar items at initiation of rental. Such wear items will be replaced at the rental return and invoiced to Customer. Customer will be charged for broom bristle wear at the rate of \$50.00 per inch of wear. All service records shall be provided to Reliance Equipment upon request. Failure to complete normal service requirements could result in additional charges. Flat tires are entirely the responsibility of Customer. Antifreeze precautions must be taken in accordance with manufacturer's specifications.
5. Customer shall not use equipment in abrasive work environments such as heavy sand, salt or corrosive materials. Damage as a result of improper use or other use that causes damage to equipment will be paid for by the Customer and rent shall continue until the equipment is back in pre-rental condition.
6. Customer shall ensure that only properly trained and licensed personnel are permitted to operate the equipment. Reliance Equipment will provide training time of up to 4 hours at delivery. Additional training is available at any time upon Customer's request for an additional charge.
7. Any movement of the equipment from the location identified by Customer as the place of use requires prior notification and approval of Reliance Equipment. Reliance Equipment shall have the right to inspect the equipment at any reasonable time.
8. In the event Customer fails to return the equipment at the agreed time or fails to abide by any of the other items of this agreement, Reliance Equipment may take possession of the equipment, wherever it may be located, without demand or notice, without any court order or other process of law and without liability to Customer for any damages occasioned by such taking of possession. Any such taking of possession shall not constitute a termination of this agreement.
9. Prior to taking delivery of the equipment, Customer shall procure at its own expense and keep in force during the rental period the following insurance coverage with minimum limits in the amounts indicated:
 - a. Commercial General Liability. Insurance shall include: bodily injury, personal injury, products/completed operations, and blanket contractual coverage including Customer's indemnity obligations, and Broad Form Property Damage coverage with bodily injury and property damage combined single limits of at least \$2,500,000 per occurrence.
 - b. Automobile Liability Insurance. Insurance shall include owned, non-owned, leased and hired vehicle coverage with a combined single limit of at least \$2,000,000 per occurrence for bodily injury and property damage.



General Rental Terms and Conditions

- c. Property Insurance. Customer will maintain property insurance on the equipment written on an "all-risk basis" insuring on a replacement cost basis for the full value of the equipment covering all risk perils including, but not limited to fire, extended coverage, collision, flood and earthquake.

The insurance required above shall include Reliance Equipment as a loss payee, as its interest may appear, or additional insured. Customer shall furnish Reliance Equipment with copies of certificates of all insurance required by this Agreement. Customer shall require the insurance carriers to provide thirty (30) days prior notice to Reliance Equipment before cancellation, non-renewal, or material change of the insurance set forth above.

10. Customer agrees to protect the equipment against loss, theft or damage, to utilize the equipment in a careful and proper manner, to comply with all laws, rules and regulations of all federal, state or local governments or agencies which affect the use, operation or maintenance of the equipment, and to indemnify, defend and hold harmless Reliance Equipment from any and all fines, forfeitures, seizures, penalties and liabilities that may arise from any infringement or violation of any such law, rule, or regulation by Customer, its agents or employees, or any other person, or that may result from the use, possession, operation or condition of any of the equipment. Customer further agrees to indemnify, defend and hold harmless Reliance equipment from and against any and all claims, liens or liabilities arising from work performed or products, materials or services supplied in connection with the operation or maintenance of the equipment.
11. Loss or damage or any claim for loss or damage to the equipment or to the property of third persons, or injuries to any persons arising out of the use of the equipment shall be the sole responsibility of Customer. Customer agrees to indemnify, defend, and hold harmless Reliance Equipment, its officers, directors, employees, from any such claim, including all legal fees and other costs incurred in defending any lawsuit. Regardless of cause, Customer will not assert any claim whatsoever against Reliance Equipment for loss of profits or any other indirect, special or consequential damages even if Reliance Equipment has been notified of the possibility thereof.
12. Customer shall bear the entire risk of loss to the equipment during the term of this agreement. No loss, theft or damage to the equipment shall relieve Customer of its obligation to pay rent or otherwise perform under this agreement. In the event of loss, theft or damage to the equipment, Customer shall, as directed by Reliance Equipment, and regardless of the extent or existence of insurance coverage, place the same in good condition and repair as it was prior to the event, or replace the same with equipment of at least like condition, quantity and quality, with clear title in Reliance Equipment, or pay to Reliance Equipment the replacement cost of such equipment at the time of the loss, theft or damage.
13. In the event Customer defaults under this agreement, Customer shall reimburse all reasonable costs and attorneys' fees incurred by Reliance Equipment in connection with the default, whether or not suit is instituted. If any suit, action or other proceeding of any nature (including any contested matter or adversary proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights hereunder, the prevailing party shall be entitled to recover reasonable fees of attorneys, paralegals, accountants and other experts, and all other fees, costs and expenses actually incurred in connection therewith, as determined by the judge at trial or on appeal or review, in addition to all other amounts provided by law.
14. Customer shall indemnify, defend and hold harmless Reliance Equipment from and against all claims, actions, proceedings, fines, penalties, costs, damages and liabilities, including attorney fees, arising out of or resulting from the possession and use of all or any of the equipment by Customer. Such indemnity includes, but is not limited to, loss or damage to the equipment due to collision, theft, loss or other casualty, and death or injury to or damage to the property of Customer or any other person or entity resulting in whole or in part from the use or condition of the equipment while in the custody, possession or control of Customer.
15. Customer is responsible for reporting, filing and payment of any and all state and federal related permits along with IFTA and PUC Taxes.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: June 9, 2025

PRESENTED BY: Roel Mendiola, Sanitation Director

AGENDA ITEM: Authorization to purchase one (1) Battle Motors LET2 Chassis with a Heil 28-Yard Durapack Python via Holt Truck Centers BuyBoard Contract #723-23 at a cost of \$433,581.00 – Mendiola

NATURE OF REQUEST:

Authorization to purchase a Battle Motors LET2 Chassis with a Heil 28-Yard Durapack Python Side Loader from Holt Truck Centers via Buy Board Contract #723-23 at a total cost of \$433,581.00. The cost amounting from the Battle Motors LET2 at \$227,794.00 and the Heil 28 Yard Durapack Python at \$205,387.00, plus an additional \$400 Buy Board fee per purchase order. The acquisition of this Chassis will enable our department to continue improving its daily operations.

BUGETED: Yes **FUND:** Solid Waste **ACCT. #:** 05-410-74950

BUDGET: \$450,000 **EST. COST:** \$433,581.00 **CURRENT BUDGET BALANCE:** \$36,800

BID AMOUNT: \$433,581.00

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



Date 06/05/2025
Quote # 65
Quote Valid for 30 Days

Customer

Kyrish Truck Centers

Heil Of Texas

5900 Wheeler St.
Houston Texas 77023
713-923-7600

Address

1380 Ackerman Road, San Antonio, Texas

Sales Representative: Joe Howard

Phone: (832) 350-4002

Email: JoeHoward@heiloftexas.com

Body Model

Size

Heil DuraPack Python

28 Yard- DP Python



Standard Equipment Features included

• 5.2 yd3 hopper	• Select-O-Pack
• 108 in. Lift reach	• Arm rest
• Python Lift - 2-year limited structural warranty	• Lift reach warning
• Lift capacity up to 800 lbs.	• Backup alarm
• Street side access door with step and grab (includes Interlocks)	• Backup and license plate lights
• Under hopper liquid sump with 2 clean-out doors and steel rake	• LED Center mounted brake light
• Body service props for service hoist models	• LED Duplicate high and low mount stop, turn, and tail lights
• Tailgate service props	• LED Mid-body turn signals

• Hydraulic Shur-Lock™ tailgate locks	• LED FMVSS #108 clearance lights and reflectors
• O.I.G.A.I. Front mount tandem vane pump system	• ICC reflective tape
• Cushioned up and down with chrome-plated rods	• Rear mud flaps - anti-sail/anti-splash
• Chassis frame-mounted oil tank with level/temperature gauge and oil suction shut-off valve	• Rear under ride guard
• 3-micron return line filter with magnetic trap and in-cab filter bypass monitor	• Rear camera bracket and flood lights - reverse activated
• 100-micron suction line strainer	• Body undercoating
• Abrasion resistant hydraulic hoses	• Customer's choice of one color finish paint from Color Smart brochure
• In-cab packing controls, electric/air	• Standard 1-year (2,000 hours of operation) warranty

• In-cab lift controls, air/electric, joystick	• ANSI Z 245.1-2012 compliant
• In-cab controls for eject models, electric/air	• Cavity coat and joint sealer
• In-cab tailgate controls, air	• Remote packer lube kit
• Programmable Controller with InSight™ diagnostic display and standard lift cycle counter	• 5 lb. in-cab fire extinguisher
• Severe Duty Packer wear bar kit -Hopper only	• Corrosion resistant hydraulic tubes that conform to ASTM B117
• Safety triangle	• In-cab function and indicator lights

Options
Full Factory Mount
Serviceable Eject
TriCuff Grabber - handles a variety of 30 to 110 gallon square, rectangular and round semi-automated and automated carts
Operate-in-gear-at-idle (OIGAI) Front Mount Tandem Vane Pump

Option
Hopper and Body Floor Liner (3/16" - 150,000 psi)
Retainer Teeth in Body
Manual Hopper Cover for use with Hopper Hood

Option
Hopper Hood
Broom and Shovel Kit - Mounted Underbody - Includes Broom and Shovel
20 lb. Fire Extinguisher with Bracket
Remote Lift Controls - mounted under seat on right hand side*
Mud Flaps - anti-sail / anti-splash - mounted ahead of rear tires
Return Line Check Valve Kit
Steel Tool Box (18" x 18" x 24") - bumper mounted Not available on CNG
Fender Extension Kit
Body Side Backing Assist Lights mounted front body bolster - reverse activated
Hopper Work Light Kit - LED - One light - Mounted in the Hopper
Multi-Function LED Strobe / Turn Lamps
Dual Oval Flat LED Strobes - in-cab switch - mounted mid-tailgate
Integrated Grabber Work Light Kit mounted on the side of the hopper (This option is included in the Upgraded Base 3rd Eye Dual Camera system)
Base 3rd Eye Single Camera System with 7" STD. monitor and Single Camera Mounted on Tailgate
Add on 3rd Eye Camera (Hopper) - Camera System Price Adder (Only available if base camera is selected)
Add on 3rd Eye Camera (RH Cab) - Camera System Price Adder (Only available if base camera is selected)
Add on 3rd Eye Camera (LH Cab) - Camera System Price Adder (Only available if base camera is selected)
Add on 3rd Eye Camera (Grabber) (Mounted Hopper Side) - Camera System Price Adder (Only available if base camera is selected) (Not Available with Upgraded Base Kit)

Custom Options

Total Quote Price **205,387.00**

TERMS AND CONDITIONS

1. General

No terms or conditions of Buyer's purchase order which is different from or in additions to Seller's terms and conditions set forth herein shall bind Seller unless expressly agreed to in writing by Seller's duly authorized representative. Buyer's acceptance of any offer made by Seller is expressly limited to the terms and conditions provided herein. Unless otherwise stated, Seller's quotation may be modified or withdrawn prior to acceptance, and in any event, shall expire after 30 days from its date. This order is not binding on TEXAN WASTE EQUIPMENT INC. dba HEIL OF TEXAS unit officially approved. The said machinery, equipment and/or parts are ordered and will be purchased subject to written contract only, and are not affected by any verbal representations of agreements, nor is this order subject to cancellation by the Purchaser without the Seller's consent.

2. Price and Payment

a) Price quoted herein are exclusive of all taxes. Any taxes levied or which may become due, and other charges or assessments made by any taxing authority in connection with this contract or the sale, except those measured by Seller's net income, shall be expense of the Buyer and shall be payable to Seller at or before such tax or other amount is due. When Buyer is entitled to exemption from any tax, Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.

b) Interest at the rate of one and one-half per cent (1.5%) per month (18% per annum), or the maximum lawful rate allowable, will be charged, whichever is less, on all past due invoices. The undersigned agrees to pay all expenses, charges, costs and fees, including, without limitation, attorney's fees and expenses, of any nature whatsoever paid or incurred by, or on behalf of TEXAN WASTE EQUIPMENT INC. dba HEIL OF TEXAS, in connection with any collection action brought hereunder. The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other part of this Agreement.

c) TEXAN WASTE EQUIPMENT dba HEIL OF TEXAS, shall retain ownership of and title to the above machinery, equipment and parts covered by this order until fully paid for in cash and until any note given in evidence of indebtedness, and any renewals thereof, have been fully paid. If any such note is not paid in full at its maturity, all other notes and obligations given in evidence of indebtedness hereof shall at once become due, and the said TEXAN WASTE EQUIPMENT dba HEIL OF TEXAS, shall have the right to take possession of said machinery wheresoever it may be situated and sell the same pursuant to the conditional sales statutes of the State of Texas.

3. Delivery

a) If within 5 days after receipt of the goods, Buyer fails to notify the Seller in writing of any non-conforming goods, Buyer shall be deemed to have accepted the goods delivered.

b) Deliveries dates are estimated and not guaranteed by Seller and, in any event are conditioned upon receipt of all specifications and other data required to be furnished by the Buyer.

c) If shipment or delivery is delayed because of an act or omission of the Buyer, payment shall be due upon notification by Seller that goods are ready for shipment. Buyer shall pay any additional charges including, but not limited to, cost of storage, handling, and insurance.

4. WARRANTY AND LIMITATIONS OF LIABILITY

ANY EXPRESS WRITTEN WARRANTY PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT DESCRIBED IN THIS QUOTATIONS IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM DEFECTIVE GOODS, SELLER'S NEGLIGENCE,

BREACH OF WARRANTY OR CONTRACT, OR CLAIMS BASED UPON STRICT LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES COMMERCIAL IN NATURE.

5. Delays

Sellers shall not be liable for the failure or delay in performance of any term, condition, or obligation hereunder due to any cause beyond the Seller's control, including but not limited to Acts of God, acts of the Buyer, war, insurrections or riots, fires, floods, accidents, acts, order or regulations of any government, inability to obtain necessary materials, services or facilities, strikes or other labor troubles.

6. Development Changes

Changes in design, specifications, construction or materials, may be made at Seller's discretion, and without Buyer's consent, where such changes do not materially affect price, delivery or guaranteed performance (if any) of the goods, or make unusable any other item of goods furnished hereunder.

7. Termination

No order may be terminated without Seller's written consent. Upon any termination Buyer shall pay reasonable termination charges, including but not limited to, manufacturing and sales costs, overhead, cost of goods and profit.

8. Miscellaneous

This agreement shall be binding upon the successors and assigns of the parties. If any provision herein is found to be invalid as a matter of law or by public policy, it shall be considered severed from the remainder of the provisions which shall remain in full force and effect. This agreement shall be governed by the law of the State of Texas.

ALL PRICES SUBJECT TO ANY APPLICABLE FEDERAL OR STATE TAXES AND TITLING FEES. QUOTE SUBJECT TO REVISION AFTER 15 DAYS.

NOTE: Please read carefully. This quote becomes a sales order if signed by customer. Your order will be processed as written! Notify of any changes needed within five (5) days of signing. Financing available, subject to credit approval. I have read and understand the terms and conditions on this Order.

X _____

Date _____

Customer Approval to Process Order Date _____

Thank you for the opportunity to earn your business!

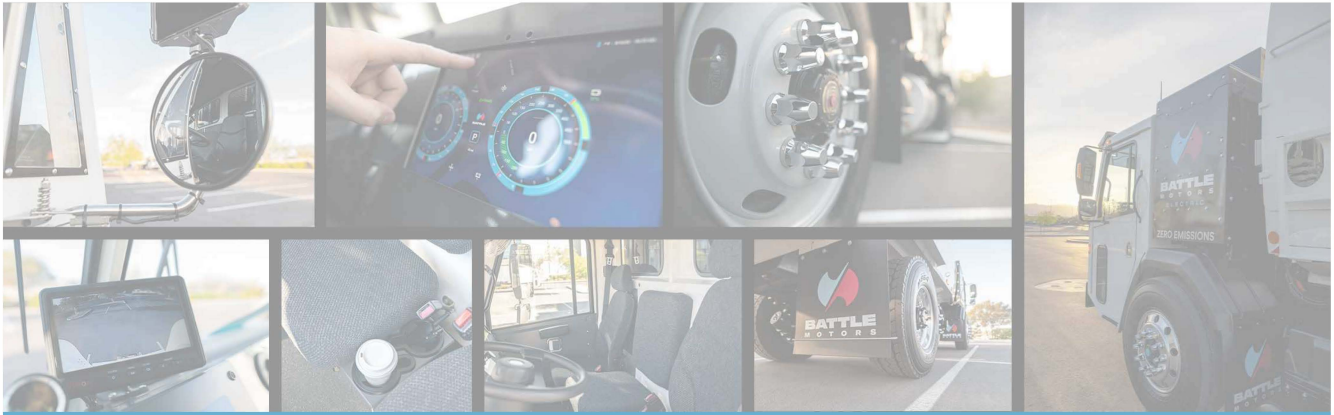
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

PRODUCT PURCHASING BASED ON CONTRACT: 723-23

Customer: City of Mission

Product Description: Battle Motors LET2-46

A. Base Price in Bid / Proposal Number			<u>\$278,879.00</u>
B. Published Options (itemize each option below)			
Refer to attached Battle Motors			
Quote # 5F99	\$70,920.00		
for options included.			
Subtotal Column 1	\$70,920.00	Subtotal Column 2	\$0.00
Published Options added to Base Price (Subtotals of Column 1 + Column 2)			<u>\$70,920.00</u>
C. Subtotal of A + B			<u>\$349,799.00</u>
D. Unpublished Options (itemize each item below. Not to exceed 25% of Unpublished)			
Subtotal Column 1	\$0.00	Subtotal Column 2	\$0.00
Unpublished Options added to Base Price (Subtotals of Column 1 + Column 2)			<u>\$0.00</u>
Dealer Install			
E. Contract Price Adjustment (if any explain) Regular Discount plus additional allowance from chassis mfg.			<u>(\$134,863.00)</u>
F. Total of C + D + E (Not including Buyboard Fee)			<u>\$214,936.00</u>
G. Non-Equipment Charges & Credits (ie. Extended Warranty, Lot fee, Dealer TTL, Prep Charge, DOT inspection, Floor plan, chassis warranty, Frieght to Body Company.)			<u>\$12,858.00</u>
H. TOTAL CHASSIS PURCHASE PRICE PER UNIT INCLUDING (F + G)			<u>\$227,794.00</u>
I. BODY DESCRIPTION / COST	Heil 28 Yard Durapack Python ASL		<u>\$205,387.00</u>
J. TOTAL UNIT PRICE (CHASSIS AND BODY)			<u>\$433,181.00</u>
K. # of Units Ordered		x 1	
L. TOTAL PURCHASE PRICE FOR # OF UNITS ORDERED (J x K)			<u>\$433,181.00</u>
M. Buyboard Fee (per PO, regardless of order quantity)			<u>\$400.00</u>
N. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE			<u>\$433,581.00</u>



CITY OF MISSION, LET2-46, HEIL 28 YD ASL -X12 - W/ RETARDER < BUYBOARD CONTRACT 723-23 > PROPOSAL



Date

06/5/2025

Quote Information

202504221904-5F99

2026 Raider (LET2)

Qty: 1

Prepared For

City of Mission

105 Abelino Farias Road

Mission, TX 78572

Roel Mendiola (956) 583-2564 mendiola@missiontexas.us

Prepared By

Cody Partain

cody.partain@holttruckcenters.com

Holt Truck Center

Shipping Destination: Ft. Payne, AL (Heil)

CITY OF MISSION, LET2-46, HEIL 28 YD ASL -X12 - W/ RETARDER < BUYBOARD CONTRACT 723-23 > PROPOSAL

MODEL		DESCRIPTION	PRICE
9999-CUSTOM-139414	FUEL TYPE	DIESEL	STANDARD
9999-CUSTOM-145293	BODY APPLICATION	HEIL 28 YD Automated Side Loader	STANDARD
9999-CUSTOM-142671	SURFACE	OPERATES IN LANDFILL	STANDARD
9999-CUSTOM-83099	CARB/EPA	EPA / NON-CARB	STANDARD
9999-CUSTOM-83038	WHEELBASE	218 WHEELBASE	STANDARD
9999-CUSTOM-82526	CAB STYLE	LET2 STANDARD CAB WITH EXTERIOR SUNVISOR	STANDARD
9999-CUSTOM-82531	CAB / DOORS	LET2 STANDARD CAB, LH STANDARD / RH STANDARD DOORS	STANDARD
9999-CUSTOM-82493	DRIVE TYPE	RH DRIVE	STANDARD

FRAME		DESCRIPTION	PRICE
9999-CUSTOM-83057	FRAME RAILS	DOUBLE SILLS	\$1,137
1500-5041	FRAME	FRAME ASSEMBLY, 218 WB, 30' DBL SILL, HMX , STANDARD , LET2	-\$351
9999-CUSTOM-144346	DRILLING , AIR TANK	NO OPTION - AIR TANK DRILLING	STANDARD

ENGINE EQUIPMENT		DESCRIPTION	PRICE
9999-CUSTOM-83081	ENGINE MODEL	CUMMINS X12, LET2	STANDARD
1000-3261	ENGINE	CUMMINS 2021 X12 380R, 4500RDS TRANSMISSION, W/TRANS RETARDER, LET2	\$7,526
2100-3416	ENGINE, ALTERNATOR	ALTERNATOR ASSY DELCO 55 SI; 12V; 430 AMP, X12	\$132
162X-0513	ENGINE PROGRAMMING PARAMETERS	ENGINE PRGM-X12, A/C, 7 MIN IDLE SHUTDOWN, 1450 RPM TA, 65 MPH	STANDARD
2003-0579	ENGINE, BLOCK HEATER	ENGINE BLOCK HEATER, X12, 120V IND LT, 1500W, FLAT BUMPER	\$215
2500-0126	ENGINE COOLING, OPTIONS	REMOTE COOLANT FILL, RH FENDER MOUNTED	\$346
1010A-0052	AIR CLEANER STACK	AIR CLEANER STACK, W/O PRECLNR, LET2	STANDARD
1004A-0056	EXHAUST STACK	FLARED ELBOW EXHAUST STACK, STAINLESS STEEL, 18" LONG	-\$7

CITY OF MISSION, LET2-46, HEIL 28 YD ASL -X12 - W/ RETARDER < BUYBOARD CONTRACT 723-23 > PROPOSAL

TRANSMISSION EQUIPMENT	DESCRIPTION	PRICE
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9999-CUSTOM-83085	TRANSMISSION MODEL	ALLISON 4500RDS, LET2	STANDARD
1007-1220	TRANSMISSION	TRANSMISSION ALLISON 4500RDS, X12, TC-571, RETARDER	\$3,264
2100-3414	TRANSMISSION PROGRAMMING	TCM-ALLISON, 4500RDS, SINGLE DRIVE, TC571, 6 SPD, 145 AG, X12	\$25

STEER AXLE	DESCRIPTION	PRICE
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1100A-0059	FRONT AXLE	FRONT STEER AXLE, D2000F, STD TRK, 24" CMBR, >190" WB, 16.5 X 7 ES1100 BRAKES	\$308
1101-0638	FRONT SUSPENSION	FRONT SUSPENSION, D2000F, (4) TAPER LEAF, STD SHOCKS	STANDARD

DRIVE AXLE	DESCRIPTION	PRICE
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9999-CUSTOM-83065	REAR SUSPENSION MODEL	HENDRICKSON HAULMAAX HMX-460 - 46,000 GAWR	STANDARD
9999-CUSTOM-83049	REAR DRIVE AXLE MODEL	D46-170 - REAR DRIVE AXLE	STANDARD
1200A-0208	REAR AXLE	REAR AXLE, D46-170HP, 16.5 X 8.62, 5.57, DCDL, BAR PIN	\$5,725
1600-5161	PROPSHAFT	PROPSHAFT-X12/4500RDS, D46/D52, 218 WB, SPL-170	\$427
2102-0163	ABS / ATC / HSA	ABS SYSTEM, BENDIX EC-80 6S/6M, 500K BAUD	\$401
2000-4716	LUBE, REAR DRIVE AXLE	LUBE, REAR AXLE, SYNTHETIC, D46-170P AXLES 80W-140	\$343

TIRES / WHEELS	DESCRIPTION	PRICE
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2S-515-4787	TIRE, STEER	FRONT STEER AXLE TIRE, COOPER, SEVERE SERIES WHM, 315/80R22.5, 20/L, 482 PRM, 68 MPH	-\$146
2S-363B-0139	WHEEL, STEER	FRONT STEER AXLE WHEEL, ALUMINUM, 22.5 X 9.00, ACCURIDE, XTRA POLISH, 2.14 INSET	\$293
8D-515-4787	TIRE, DRIVE	DRIVE AXLE TIRE, COOPER, SEVERE SERIES WHM, 315/80R22.5, 20/L, 482 PRM, 68 MPH	\$823
8D-363B-0140	WHEEL, DRIVE	DRIVE AXLE WHEEL, ALUMINUM, 22.5 X 9.00, ACCURIDE, XTRA POLISH, 7.00 OUTSET	\$1,178
1108-24-4611	VALVE STEM EXTENSIONS	VALVE STEM EXTENSIONS - QTY 2 - 2" STEMS, QTY 4 - 3" STEMS	\$18

CITY OF MISSION, LET2-46, HEIL 28 YD ASL -X12 - W/ RETARDER < BUYBOARD CONTRACT 723-23 > PROPOSAL

FUEL	DESCRIPTION	PRICE
1003-0971 FUEL TANK	DIESEL FUEL TANK, SINGLE 80 GAL ROUND, ALUMINUM, W/O DRAIN	-\$492

CHASSIS	DESCRIPTION	PRICE
1502-23-2544 FRONT BUMPER	FRONT BUMPER - STANDARD FLAT, LET2, STEEL, PAINTED BLACK	\$8
9999-CUSTOM-145149 RADAR	NO OPTION - RADAR	STANDARD
1801-0591 FENDERS, FRONT	FENDER, FRONT - BLACK PLASTIC, LET2	STANDARD
2000-4607 TOW PINS/HOOKS OPTIONS	FRONT TOW PINS, FLAT BUMPER, LET2	\$101

CAB	DESCRIPTION	PRICE
1401-0333-CAB STEERING WHEEL (RH)	STEERING COLUMN, CAB - LET2, RHD, TILT, W/CRUISE, 18" WHEEL	\$936
2100-24-4021-CAB IGNITION KEYS	IGN SW & DR LOCK; (2) KEYS IGN D250, STD/BI-FOLD DOOR D250	STANDARD
2000-4297-CAB FIRE EXTINGUISHER	FIRE EXTINGUISHER, 5#, ABC, SHIP LOOSE	\$108
2000-1632-CAB TRIANGLE KIT	TRIANGLE KIT-WARNING, SHIP LOOSE	\$51
2003-0369-CAB CAB , DEFROST FANS	CAB DEFROST FANS, 2-SPD, DUAL FANS, LH & RH OVERHEAD CONSOLE	STANDARD
1802-0076 CAB MOUNTING	CAB MOUNTING - LET2/LNT STANDARD CAB	STANDARD

INSTRUMENTATION	DESCRIPTION	PRICE
9999-CUSTOM-82610 RADIO LOCATION	RADIO - MOUNTED ON RH SIDE CAB, AM/FM/MP3/USB/BLEETOOTH/HANDS FREE	STANDARD
1809-0174-CAB CAB , OVERHEAD CONSOLE / RADIO	OVERHEAD CONSOLE, RHD, AM/FM/BLEETOOTH/HANDS FREE RADIO, HVAC CONTROLS, LET2	\$46
2202-24-3402 CENTER CONSOLE	NO CENTER CONSOLE, LET2	\$203
2202-0048-CAB INSTRUMENT CLUSTER	INSTR ASSY;RHD;DIESEL;MPH;500K;STEEL;LET2	\$180
2100-3436-CAB ADAS	ELECTRICAL, CAB, MOBILE EYE ADAS, LOW MOUNT	\$864
2200-1812-CAB GAUGE, MISC OPTIONS	GAUGE, FILTERMINDER, DASH MOUNTED	\$47
2100-3164-CAB CAB , INTERAXLE BUZZER/ALARM	IN CAB BUZZER W/INTERAXLE DIFF LOCK ENGAGED	\$35
2100-2265-		

CITY OF MISSION, LET2-46, HEIL 28 YD ASL -X12 - W/ RETARDER < BUYBOARD CONTRACT 723-23 > PROPOSAL

INSTRUMENTATION		DESCRIPTION	PRICE
CAB	CAB , 12V POWER OPTIONS	2-WAY RADIO WIRE ROUTED TO OVERHEAD CONSOLE, 30 AMPS	\$104
2100-3219-CAB	CAB , 12V POWER OPTIONS	DISABLE AM/FM RADIO IN REVERSE	\$94
2000-4582	AIR HORN	AIR HORN, DUAL TONE, UNDER CAB	\$474

LIGHTING		DESCRIPTION	PRICE
9999-CUSTOM-144528	BACK OF CAB LIGHTS	NO OPTION - BOC LIGHTING	STANDARD
9999-CUSTOM-144531	INTERIOR LIGHTS	STANDARD INTERIOR OVERHEAD LGHTS	STANDARD
9999-CUSTOM-144530	STROBE LIGHTS	STANDARD CAB INDICATOR LIGHTS	STANDARD

DOORS/MIRRORS		DESCRIPTION	PRICE
9999-CUSTOM-143942	DOOR INTERIOR STYLE	STEEL DOOR PANELS	STANDARD
1803-0087-CAB	CAB , DOOR (LH)	STANDARD DOOR, LH	STANDARD
1804-0086-CAB	CAB , DOOR (RH)	STANDARD DOOR, RH	STANDARD
1806-1316-CAB	CAB , MIRROR (LH)	LH MIRROR - LUCERIX, 19 X 8 SPLIT MIRROR, MOTORIZED, HEATED, LIGHT, SINGLE DRIVE	\$338
1808-0106-CAB	CAB , MIRROR (RH)	RH MIRROR - LUCERIX, 19 X 8 SPLIT MIRROR, MOTORIZED, HEATED, LIGHT	\$262
1806-1331-CAB	CAB , MIRROR, SPOT	MIRROR, SPOT - (1) LH / (1) RH BOTTOM MIRROR ARM, 7X8 RECTANGULAR, BLACK PLASTIC, HEATED	\$107

CAB SEATS		DESCRIPTION	PRICE
9999-CUSTOM-82616	CAB , SEAT MATERIAL	SEAT - ASPHALT CLOTH	STANDARD
2001-0508-CAB	CAB , SEATS (LH)	LH SEAT - SEARS C2, 2-WAY ADJUSTABLE, ASPHALT CLOTH, NON-ADJ LUMBAR, LET2	STANDARD
2011-0280-CAB	CAB , SEATS (RH)	RH SEAT - SEARS SENTRY, AIR RIDE, ASPHALT CLOTH, ADJ. LUMBAR / ISOLATOR / SKIRT, LET2	\$267
2000-4782-CAB	CAB , SEAT BELTS (LH)	SEAT BELT, ORANGE, LH SIDE, FIXED SEAT, LET2	\$2
2000-4857-CAB	CAB , SEAT BELTS (RH)	SEAT BELT, ORANGE, RH SIDE, AIR RIDE SEAT, LET2	\$14

CITY OF MISSION, LET2-46, HEIL 28 YD ASL -X12 - W/ RETARDER < BUYBOARD CONTRACT 723-23 > PROPOSAL

CAB SEATS	DESCRIPTION	PRICE
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2000-4861-CAB	CAB , SEAT ADJUSTABLE SHOCK (RH)	ADJUSTABLE SEAT SHOCK, RH SEARS SENTRY/DLX SEAT	\$119
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AIR PIPING	DESCRIPTION	PRICE
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2502-0803	AIR DRYER	AIR DRYER, WABCO, 1800EP	-\$153
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1906-0776	AIR PIPING, FRAME	FRAME AIR PPG - (3) STEEL AIR TANKS, LET2	STANDARD
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1904-0073	OPTIONAL AUTOMATIC DRAIN VALVES	BENDIX HEATED DV-2 AUTOMATIC DRAIN VALVE @ WET TANK ONLY	\$125
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1904-24-4907	MANUAL DRAIN VALVES	CENTRALIZED DRAINS @ BBOX, (3) TANKS	\$125
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1906-0650	GLADHANDS	FRAME AIR PPG; ADD-ON (2) GLADHANDS AT FRONT OF CAB, LET2	\$338
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ELECTRICAL	DESCRIPTION	PRICE
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2101-0645	12V BATTERIES	BATTERY BOX - (3) 950 CCA BATTERIES, DISC. SWITCH, PLASTIC COVER	\$214
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2100-2518	BATTERY DCS , INDICATOR LIGHT	BATTERY DISC SWITCH, 1" AMBER INDICATOR (PILOT LIGHT) AT BATTERY BOX	\$35
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2000-2215	BACK,UP ALARM	BACK-UP ALARM, ECCO 575, 107DB	STANDARD
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PAINT	DESCRIPTION	PRICE
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356-0322	PAINT, CAB	PAINT, CAB, STANDARD WHITE, G2-3460715-A	STANDARD
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356-0323	PAINT, CHASSIS	PAINT, CHASSIS, STANDARD BLACK, G2-2B1738	STANDARD
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356-0329	PAINT, BUMPER	PAINT, BUMPER - STANDARD BLACK, G2-2B1738	STANDARD
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WARRANTY	DESCRIPTION	PRICE
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306A-0003	WARRANTY, CHASSIS	WARRANTY, CHASSIS, 2 YEAR EXT, 3 YEAR COVERAGE, EPA	\$1,687
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306A-0041	WARRANTY, ENGINE	WARRANTY, CUMMINS STANDARD, 2 YEAR	STANDARD
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306A-0013	WARRANTY, TRANSMISSION	WARRANTY, ALLISION, 3 YR EDGE II PARTNER STANDARD	STANDARD
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306A-0022	WARRANTY, DRIVE AXLE	WARRANTY, STANDARD	STANDARD
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CITY OF MISSION, LET2-46, HEIL 28 YD ASL -X12 - W/ RETARDER <
BUYBOARD CONTRACT 723-23 > PROPOSAL

DECALS		DESCRIPTION	PRICE
239-24-4239	EMISSION DECAL	MISC- LABEL, VEHICLE EMISSION, HEAVY HDV, ICE, NON-CARB, 2025	STANDARD
207-2634	GVWR DECAL	MISC- LABEL, GVWR, INCOMPLETE	STANDARD

CITY OF MISSION, LET2-46, HEIL 28 YD ASL -X12 - W/ RETARDER < BUYBOARD CONTRACT 723-23 > PROPOSAL

VEHICLE SPECIFICATION SUMMARY		UNIT	DESCRIPTION
MODEL			RAIDER (LET2)
ENGINE			CUMMINS 2021 X12 380R, 4500RDS TRANSMISSION, W/TRANS RETARDER, LET2
PEAK POWER	HP		380
PEAK TORQUE	NM		1450 @ 1000
TRANSMISSION			TRANSMISSION ALLISON 4500RDS, X12, TC-571, RETARDER

CITY OF MISSION, LET2-46, HEIL 28 YD ASL -X12 - W/ RETARDER < BUYBOARD CONTRACT 723-23 > PROPOSAL

DESCRIPTION	PRICE
BASE MSRP	\$278,879
OPTIONS	\$70,920
CUSTOM REQUESTED OPTIONS	\$0
DEALER MSRP	\$349,799
NON-DISCOUNT OPTIONS STOCK UNIT INV ADJUSTMENT	-\$10,091
NET PRICE	\$214,936
DESTINATION CHARGE (FT. PAYNE, AL (HEIL))	\$3,671
WARRANTIES & OPTIONS	
WARRANTY, ALLISION, 3 YR EDGE II PARTNER STANDARD	\$0
WARRANTY, CHASSIS, 2 YEAR EXT, 3 YEAR COVERAGE, EPA	\$1,687
WARRANTY, STANDARD	\$0
WARRANTY, CUMMINS STANDARD, 2 YEAR	\$0
WARRANTY, CUMMINS STANDARD, 2 YEAR	\$0
NO OPTION-WARRANTY, MAJOR COMPONENTS	\$0
SUBTOTAL	\$1,687
DEALER ADJUSTMENTS	
BUY BOARD FEE - BB CONTRACT # 723-23	\$400
LOT INSURANCE, FLOOR PLAN, PREP AND DELIVERY	\$7,500
BODY: HEIL DURAPACK PYTHON 28 YARD - DP PYTHON	\$205,387
SUBTOTAL	\$213,287
TOTAL SELLING PRICE (PER UNIT, CUSTOMER)	\$433,581

CITY OF MISSION, LET2-46, HEIL 28 YD ASL -X12 - W/ RETARDER <
BUYBOARD CONTRACT 723-23 > PROPOSAL

TOTAL SELLING PRICE (PER UNIT)

\$433,581

**THESE SPECS ARE INDICATIVE OF AVAILABLE CAB AND
CHASSIS AND THE PRICE IS DIRECTIONAL AND FOR
DISCUSSION PURPOSES ONLY**

CITY OF MISSION, LET2-46, HEIL 28 YD ASL -X12 - W/ RETARDER < BUYBOARD CONTRACT 723-23 > PROPOSAL

NAME	FRONT	PUSHER	FRONT DRIVE	LAST DRIVE	TAG
MODEL (LBS.)	D2000F		D46-170HP	D46-170HP	
AXLE (LBS.)	20,000		23,000	23,000	
SUSPENSION (LBS.)	20,000		23,000	23,000	
WHEELS (LBS.) / QTY / TOTAL (LBS.)	10,000 / 2 / 20,000		10,000 / 4 / 40,000	10,000 / 4 / 40,000	
TIRES (LBS.) / QTY	10,000 / 2 / 20,000		9,090 / 4 / 36,360	9,090 / 4 / 36,360	
GAWR (LBS.)	20,000		23,000	23,000	
WEIGHT (+/- 5%, LBS.)	0		0	0	
CHASSIS GVWR (LBS.)					66,000
ENGINE APPLICATION GVWR (LBS.)					80,000
TRANSMISSION APPLICATION GVWR (LBS.)					80,000
TRUCK GVWR (LBS.)					66,000
AVAIL GVWR (LBS.)					66,000

CITY OF MISSION, LET2-46, HEIL 28 YD ASL -X12 - W/ RETARDER <
BUYBOARD CONTRACT 723-23 > PROPOSAL

SPECIFICATION	VALUE	UNIT
GRADEABILITY	32.1%	INCHES
WHEELSLIP	3.48	INCHES
ACCELERATION RATE	8.17	INCHES
STARTABILITY	46.27%	INCHES
GEARED SPEED (MPH)	66.71	INCHES

CITY OF MISSION, LET2-46, HEIL 28 YD ASL -X12 - W/ RETARDER < BUYBOARD CONTRACT 723-23 > PROPOSAL

Pricing valid for Stock Units currently available.

1CYAADAJ4S1004015

1CYAADAJ6S1004016



June 5, 2025

City of Misison
Attn: Roel Mendiola
105 Abelino Farias Road
Mission, Texas 78572

Dear Mr. Mendiola,

As a holder of Buy Board contract # 723-23 for Battle Motors chassis, we are pleased to provide the City of Misison a quote on a Battle Motors LET2 - Right Hand Drive chassis with a Heil 28 yard Durapack Python. Attached is a copy of the chassis and body specifications for your review. These specifications are based on a proposal from HOLT Truck Centers of San Antonio.

In summary, each LET2 - Right Hand Drive chassis with a Heil 28 yard Durapack Python would cost \$433,181.00 FOB Mission, Texas. This quotation reflects the pricing on a per chassis basis. An order of 1 truck(s) including the \$400 BuyBoard fee will be \$433,581.00.

If you have any questions about the chassis, please contact Olivia Maya at our San Antonio location. If you elect to purchase this truck, the purchase order must be made out to HOLT Truck Centers and sent to the attention of Cody Partain at cody.partain@holttruckcenters.com

We appreciate your time in allowing us to quote your refuse needs and look forward to doing business with the City of Misison.

Sincerely,

Cody Partain
HOLT Truck Centers of Texas LLC
dba HOLT Truck Centers
5665 SE Loop 410
San Antonio, TX 78222





Vendor Contract Information Summary

Item 20.

Vendor	Holt Truck Centers of Texas LLC dba Holt Truck Centers
Contact	Jeremy Allen
Phone	512-203-0038
Email	jeremy.allen@holttruckcenters.com
Vendor Website	www.holttruckcenters.com
TIN	87-3895781
Address Line 1	5665 SE Loop 410
Vendor City	San Antonio
Vendor Zip	78222
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	Texas
Contract Name	Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Services
Contract No.	723-23
Effective	12/01/2023
Expiration	11/30/2026
Accepts RFQs	Yes
Service Fee Note	Vehicle purchase orders are subject to a \$400 service fee



Vendor Contract Information Summary

Item 20.

Exceptions By virtue of a Contract Assignment Agreement due to merger/acquisition, contracts originally awarded to all Kyrish entities and Longhorn Bus have been assigned/assumed by Holt Truck Centers of Texas LLC /dba/ Holt Truck Centers.

BuyBoard Contract 715-23 – Automotive Parts, Fluids, Equipment, & Maintenance Services

Originally awarded to:

Kyrish Truck Centers of Austin
Kyrish Truck Centers of Houston
Kyrish Truck Centers of San Antonio
Kyrish Truck Centers of Victoria
Longhorn Bus Sales

BuyBoard Contract 722-23 - School Buses, Options, & Parts

Originally awarded to:

Kyrish Truck Centers of Austin
Kyrish Truck Centers of Houston
Kyrish Truck Centers of San Antonio
Kyrish Truck Centers of Victoria
Longhorn Bus Sales

BuyBoard Contract 723-23 – Medium & Heavy-Duty Trucks, Parts, & Maintenance Repair Services

Originally awarded to:

Kyrish Truck Centers of Austin



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: June 9, 2025

PRESENTED BY: Joe Salazar, Financial Officer

AGENDA ITEM: Authorize Mayor to execute a Municipal Services Costs Agreement between the City of Mission and Mission Redevelopment Authority - Salazar

NATURE OF REQUEST:

The agreement aims to support the City of Mission with meeting their general maintenance requirements associated with maintenance service costs for projects within the TIRZ Zone, including police and fire facilities, parks and recreation, and road maintenance. The agreement was prepared by Mission Redevelopment Authority's legal counsel Sanjay Bapat ensuring compliance. The agreement will begin with \$600,000 in 2025. Each subsequent fiscal year will see an increase of \$50,000 to the \$600,000, escalating the support until 2030. The agreement was approved by the Mission Redevelopment Authority Board of Directors during their Board meeting of May 29, 2025.

The proposed Agreement is attached.

BUGETED: No **FUND:** General Fund **ACCT. #:** 01-300-33282

BUDGET: \$600,000 **EST. COST:** \$ **CURRENT BUDGET BALANCE:** \$

BID AMOUNT: N/A

STAFF RECOMMENDATION: Approval

Departmental Approval: Finance

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

THE STATE OF TEXAS §
 §
 COUNTY OF HIDALGO §

MUNICIPAL SERVICES COSTS AGREEMENT

This Municipal Services Costs Agreement ("Agreement") is made and entered into by and among the **CITY OF MISSION, TEXAS**, a municipal corporation and home-rule city of the State of Texas, principally situated in Hidalgo County, acting by and through its governing body, the City Council (the "City"); **REINVESTMENT ZONE NUMBER ONE, CITY OF MISSION, TEXAS**, a reinvestment zone created by the City pursuant to Chapter 311, Texas Tax Code (the "Zone"); and the Mission Redevelopment Authority, a not-for-profit local government corporation organized and existing under the laws of the State of Texas (the "Authority"). For the purposes of this Agreement, the City, the Zone, and the Authority are referred to singularly as "Party" and collectively as "the Parties." It is the intention of the Parties to this Agreement to set forth, in writing, the terms and conditions of their understanding and agreement regarding the payment of municipal services costs.

W I T N E S S E T H:

WHEREAS, by Ordinance No. 2683, the City Council of the City of Mission, Texas (the "City Council") created a Tax Increment Reinvestment Zone within the Zone (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 it necessary or convenient to implement the Project and Financing Plan and to achieve its purposes; and

WHEREAS, Section 311.010(i) of the Texas Tax Code permits the Authority, on behalf of the TIRZ, to contract with the City to pay the incremental costs of providing municipal services incurred as a result of the creation of the Zone or the development or redevelopment of the land in

the Zone, regardless of whether the costs of those services are identified in the Plan; and

WHEREAS, as a result of the creation of the Zone and the development or redevelopment of the land in the Zone, the City is incurring an incremental increase in the costs of providing certain municipal services ("Incremental Service Costs"); and

WHEREAS, the City will examine its records and financial data on an annual basis to determine the Incremental Service Costs and will use such information to calculate annually the Incremental Service Costs, if any, in accordance with Section 311.010(i) of the Texas Tax Code; and

WHEREAS, the City, the Zone, and the Authority desire to enter into this Agreement for fiscal year 2025 to provide for the payment of the Incremental Service Costs to be paid from Available Authority Revenues (as defined in Article II of this Agreement) that are derived from the City's portion of the tax increment deposited into the TIRZ Fund and paid to the Authority pursuant to the Tri-Party Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties named herein, it is agreed as follows:

I. GENERAL TERMS

A. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated for all purposes.

B. Definitions. All capitalized terms shall have the meaning as defined herein, or, if not defined herein, shall have the meaning as defined in the Mission Agreement.

C. 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.

II. INCREMENTAL SERVICE COSTS

The City, the Zone, and the Authority hereby agree that the Incremental Service Costs for the Zone shall be as set forth on **Exhibit A**. The Zone and the Authority hereby agree that the Authority shall pay to the City within thirty (30) days from the date this Agreement becomes effective the Incremental Service Costs for the fiscal year 2025 Budget, from Available Authority Revenues, as defined in this Agreement. For all subsequent fiscal years, such payments shall be due on May 1 of the applicable fiscal year.

III. AVAILABLE AUTHORITY REVENUES

The Authority's payment of the Incremental Service Costs is subject to and conditioned upon the Authority having Available Authority Revenues, as defined in this Agreement, sufficient to pay the Incremental Service Costs. "Available Authority Revenues" are Authority Revenues available to the Authority in the Authority's Surplus Fund, derived from the City's portion of Tax Increment deposited into the TIRZ Fund, after 1) payment of all principal, all interest, and all paying agent and registrar charges on the Bonds and Notes and other obligations of the Authority, now or hereafter issued at the respective times and in the respective amounts as fixed and

prescribed in the resolution or resolutions pursuant to which the Bonds or Notes or other obligations are now or hereafter issued by the Authority; 2) payments on other Authority Obligations with Developer/Builders as required by the Development Agreements now or hereafter entered into with such Developer/Builders; and 3) payments for other Project Costs to be paid pursuant to existing contracts with consultants or other contractors, permitted by the Mission Agreement and the Chapter 311 of the Texas Tax Code. If the Authority does not have Available Authority Revenues in its Surplus Fund to pay all of the Incremental Service Costs, then the Authority shall pay a portion of the Incremental Service Costs in the amount of the Available Authority Revenues. The amount of any unpaid Incremental Service Costs shall accrue annually and become due and payable at such time as Available Authority Revenues are sufficient to pay all or a portion of such accrued and unpaid Incremental Service Costs.

IV. PERIOD OF AGREEMENT

This Agreement is effective on the Countersignature Date as shown in the signature page of this Agreement and remains in effect until the later of December 31, 2031 or all of the obligations set forth on **Exhibit A** are complete.

V. NOTICES

All notices or payments required or permitted hereunder shall be in writing and shall be deemed delivered on the earlier of the following dates: the date of actual receipt or the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed herein below or at such other address as the receiving Party may have theretofore prescribed by written notice to the sending Party.

Addresses for notice shall be as follows:

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
If to the Zone:	Executive Director Reinvestment Zone Number One 801 N. Bryan Road Mission, Texas 78572

VI. LEGAL CONSTRUCTION

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices the other party.

VI. SOLE AGREEMENT

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning these instruments shall be of no force and effect excepting a subsequent modification in writing, signed by all parties.

[SIGNATURE PAGES FOLLOW]

IN TESTIMONY OF WHICH, this Agreement, in multiple originals, each having equal force has been executed on behalf of the Parties hereto as follows, to-wit:

IN WITNESS WHEREOF, the Parties hereto have caused this Reimbursement Agreement to be duly executed as of the _____ day of _____, 2025.

MISSION REDEVELOPMENT AUTHORITY

By: _____
Chairman

ATTEST:

Secretary

**REINVESTMENT ZONE NUMBER ONE, CITY
OF MISSION, TEXAS**

By: _____
Chairman

ATTEST:

Secretary

CITY OF MISSION, TEXAS

By: _____
Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

Exhibit A

Fiscal Year	Amount
2025	\$600,000
2026	\$650,000
2027	\$700,000
2028	\$750,000
2029	\$800,000
2030	\$850,000



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: June 9, 2025

PRESENTED BY: Xavier Cervantes, Director of Planning

AGENDA ITEM: Plat Approval: Turtle Cove Subdivision, being 7.417 acres out of Lot 33-1, West Addition to Sharyland, R-2, Developer: Town and Country McAllen, LLC., Engineer: Trimad Consultants, LLC. - Cervantes

NATURE OF REQUEST:

Project Timeline:

- August 28, 2023 – City Council convened for Preliminary Plat Approval
- September 7, 2023 – Hosted a Preconstruction Conference to sign construction plans and issue a Notice-to-Proceed
- February 4, 2025 – A Final Walk-Thru was scheduled and conducted on-site with all parties involved for inspection.
- October 17, 2024 – The Statement of Completion was sent by the Public Works Department to the Planning Department for filing.
- May 27, 2025 – Consideration of the requested Plat Approval by the City Council.

Summary:

- The subdivision is located at the Southwest corner of White Oak Drive and W. Mile 3 Road.
- This development consists of twenty-eight duplex/fourplex residential lots.
- The water CCN belongs to Sharyland Water Supply Corporation. Proposed are five filling stations as per the Fire Marshall's directive.
- The sanitary sewer line runs to and thru the subdivision collecting from 6" sewer stubouts which will connect to an existing 8" main line on the west side of White Oak Drive.
- The internal public streets will be 38 feet back-to-back for White Oak Drive, all other internal streets will be 32' back-to-back within 50 feet right-of-way. This subdivision will only be accessible from W. 3 Mile Road.
- The City's Engineering department has reviewed and approved the drainage report and design.
- The subdivision is ready for recording.

STAFF RECOMMENDATION:

Staff recommends approval

Departmental Approval: N/A

Advisory Board Recommendation: Approval/Denial

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

PLAT

[illegible]

AERIAL PHOTO



STATEMENT OF COMPLETION – PUBLIC WORKS



Public Works Department

To: Susie De Luna Planning Director
 Project/Subdivision Turtle Cove
 Project/Subdivision Contractor SR Construction
 Project/Subdivision Engineer Trimad Consultants
From: Juan Pablo "JP" Terrazas, P.E., CPM Assistant City Manager
Date: October 17, 2024

STATEMENT OF COMPLETION

The infrastructure installed has been, inspected and accepted by the City of Mission (Public Works) Utility, Streets & Drainage Department. As-builts are due for review.

Sewer:

Turtle Cove has been inspected by ☐ Guadalupe Vela and or ☒ Carlos Fuentes. The infrastructure installed by SR Construction and the methods for testing and approval have complied with the City Subdivision Standards Manual revised March 1998.

Inspector (s) _____


 Juan Pablo "JP" Terrazas, P.E., CPM
 Assistant City Manager

2801 N Holland 2 Mission, TX 78574 2 Phone: 956-580-8780 2 Fax: 956-580-8782

STATEMENT OF COMPLETION - ENGINEERING



Public Works Department

To: Xavier Cerventes Planning Director
 Project/Subdivision Turtle Cove Subdivision
 Project/Subdivision Contractor SR Construction
 Project/Subdivision Engineer Trimad Consultants LLC
From: Juan Pablo "JP" Terrazas, P.E., CPM Assistant City Manager
Date: 05/09/2025

STATEMENT OF COMPLETION

The infrastructure installed has been, inspected and accepted by the City of Mission (Public Works) Utility, Streets & Drainage Department. As-builts are due for review.

Streets:

Turtle Cove has been inspected by ☒ Joaquin Gonzalez and or ☐ Antonio Serna.
 The infrastructure installed by SR Construction and the methods for testing and approval have complied with the City Subdivision Standards Manual revised September 2023.

Inspector (s) Joaquin Gonzalez

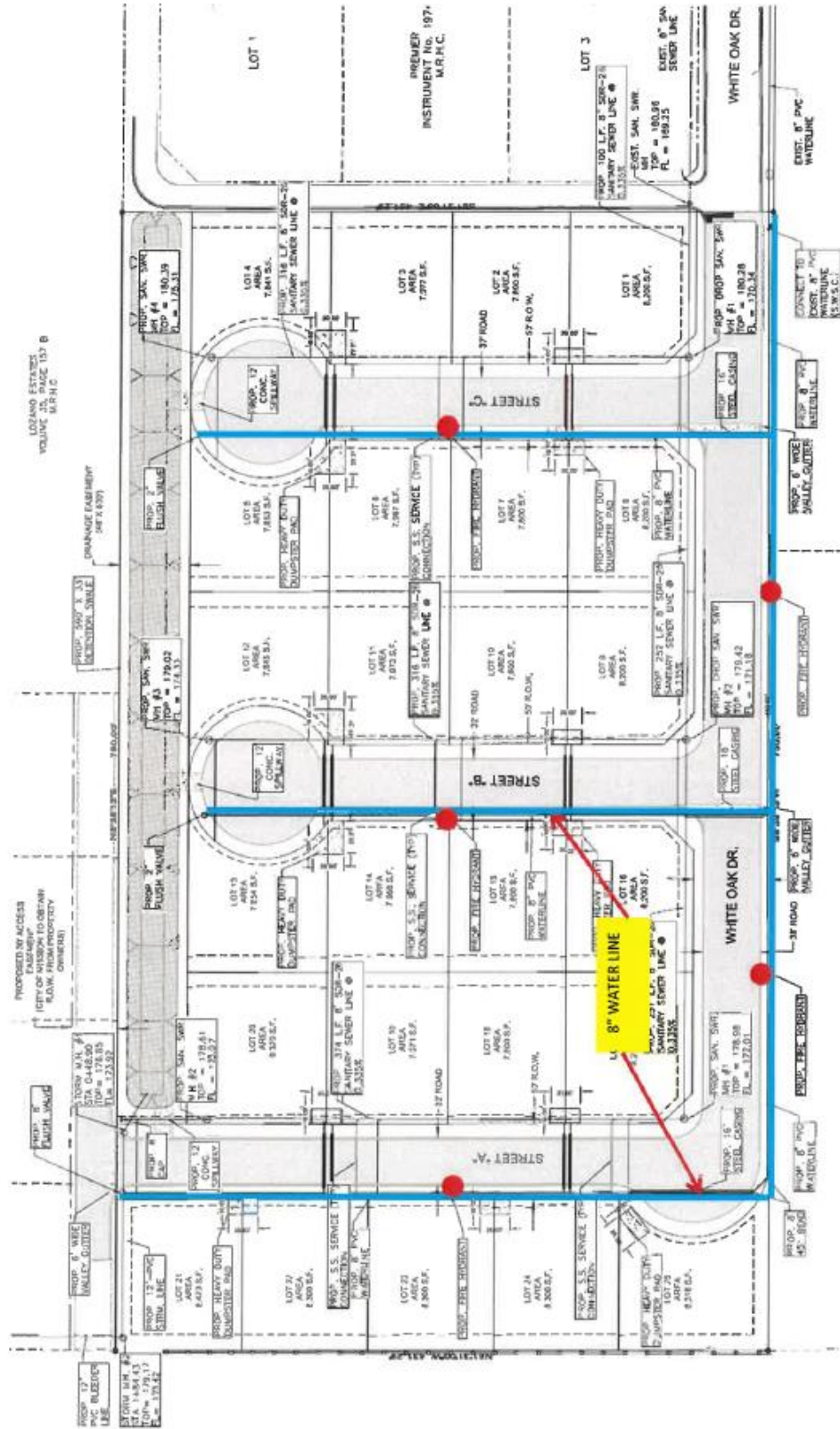
Strom Drain:

Turtle Cove has been inspected by ☒ Joaquin Gonzalez and or ☐ Antonio Serna.
 The infrastructure installed by SR Construction and the methods for testing and approval have complied with the City Subdivision Standards Manual revised September 2023.

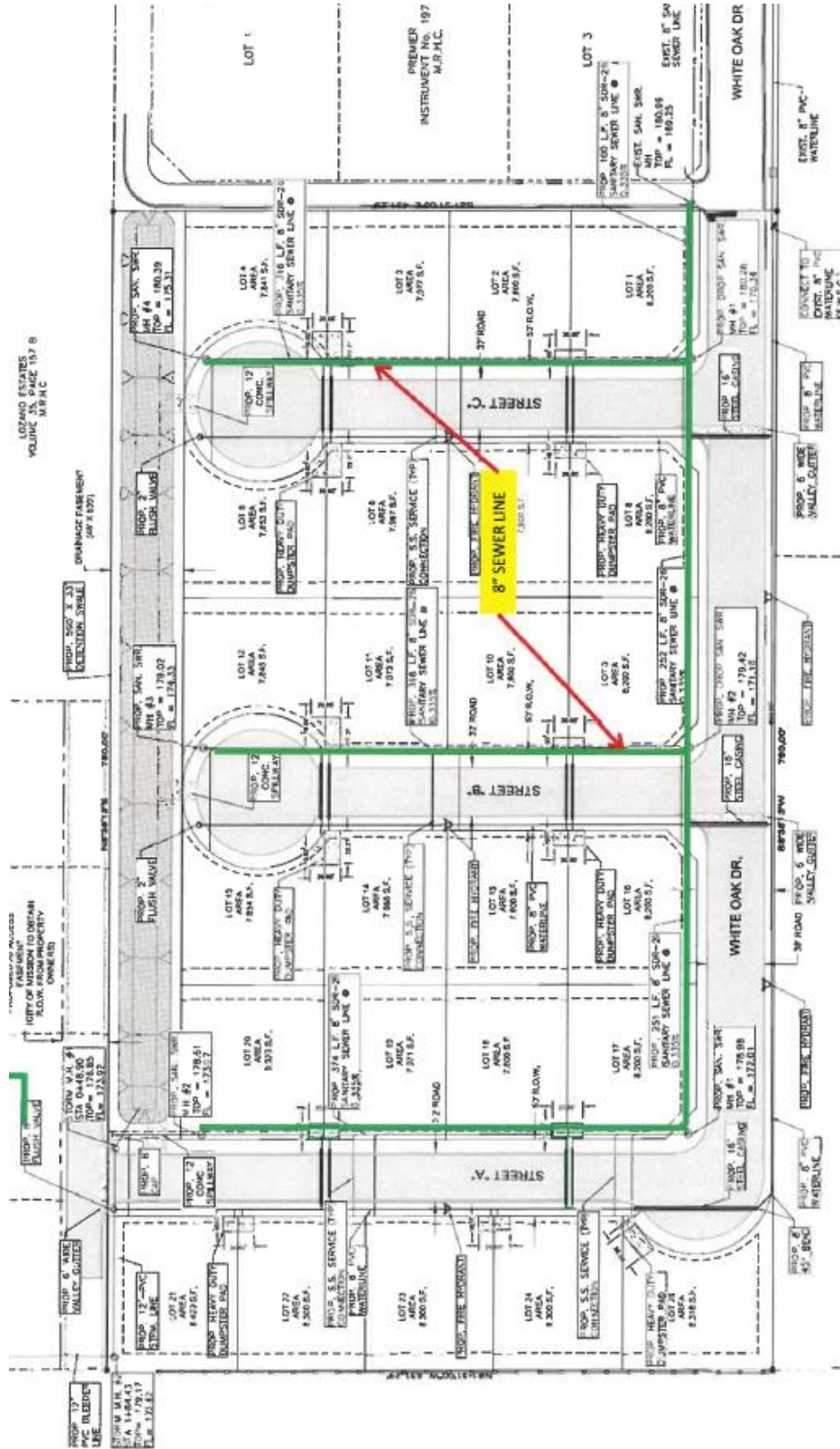
Inspector (s) Joaquin Gonzalez

Juan Pablo "JP" Terrazas, P.E., CPM
Assistant City Manager

2801 N Holland 2 Mission, TX 78574 2 Phone: 956-580-8780 2 Fax: 956-580-8782



SANITARY SEWER LAYOUT



STORM WATER DRAINAGE STATEMENT



DRAINAGE REPORT FOR TURTLE COVE SUBDIVISION

PROJECT LOCATION

Turtle Cove Subdivision, being 7.426 acres out of Lot 33-1 West Addition to Sharyland Subdivision City of Mission, Texas, according to the map or plat thereof recorded in Volume 1, Page 56 of the Map Records of Hidalgo County, Texas. The project location is located inside the city limits of City of Mission.

FLOOD PLAIN

The subdivision lies within Flood Zone "C" (Areas of minimal flooding). Community Panel Number: 4803340400 C; Map Revised: November 16, 1982. The property is located approximately 900 feet from the intersection of Inspiration Road and W Mile 3 Road Mission, Texas. The property is currently open with a proposed use of twenty-five (25) multi-family lots and one (1) detention pond.

SOIL CONDITIONS

According to the Soil Survey Report prepared for Hidalgo County by the U.S.D.A. Soil Conservation Service, the project site is 6.7% (4) Brennan fine sandy loam, 0 to 3 percent slopes, and 93.3% (25) Hidalgo fine sandy loam, 0 to 1 percent slopes.

Brennan fine sandy loam has the capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr.) and depth to water table: More than 80 inches. The frequency of flooding is none and frequency of ponding is none, with a Hydrologic Soil Group Classification B.


Hidalgo fine sandy loam has the capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr.) and depth to water table: More than 80 inches. The frequency of flooding is none and frequency of ponding is none, with a Hydrologic Soil Group Classification B. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. (See attached Soil Survey)

PRE-DEVELOPED CONDITIONS

Existing total property is a 7.426 acres tract. Currently this tract is undeveloped. Existing drainage pattern for this tract of land sends storm waters from the high point located on the North-West corner of the property to the Southwest corner of said property. The existing runoff from the lots during a 10-year rainfall event is 8.46 cfs per the attached calculations.

POST-DEVELOPED CONDITIONS

The proposed Turtle Cove Subdivision consists of a total 25 multifamily lots that vary from 7,800 to 9,000 sf. Total acreage for Turtle Cove Subdivision is 7.426 acres. Post-developed flow will be conveyed through valley gutters following the existing drainage pattern into a swale that detains approximately 46,462 cf. The proposed drainage for this subdivision will consist of the water flowing into a detention swale through the cul-de-sac 12-foot curb cuts and a 12-inch PVC bleeder line that leads to a proposed drainage manhole that discharges into an existing grate inlet located (around 200 LF) west of the Southwest corner of the property. The existing grate inlet outfalls into an existing curb inlet on the East side of Inspiration Rd. (See attached Overall Drainage Map). An additional 15-foot drainage easement will be needed along Anita Gonzalez's property. Per Hidalgo County Regulations, the proposed runoff from the lots after development during a 50-year rainfall event is 44.21 cfs per the attached calculations.

<input type="checkbox"/> REJECTED	
<input checked="" type="checkbox"/> APPROVED FOR SUBMITTAL	
<input type="checkbox"/> TO H.C. PLANNING DEPT.	
<input checked="" type="checkbox"/> TO CITY	
<input checked="" type="checkbox"/> DISCHARGE PERMIT REQUIRED	
<input type="checkbox"/> DISTRICT FACILITY	
<input checked="" type="checkbox"/> CITY FACILITY	
<input type="checkbox"/> OTHER _____	
<u>Alexis Irazo</u>	<u>8/18/23</u>
H.C.D.D. NO. 1	DATE



AERIAL PHOTO



STATEMENT OF COMPLETION – PUBLIC WORKS



Public Works Department

To: Susie De Luna Planning Director
 Project/Subdivision Turtle Cove
 Project/Subdivision Contractor SR Construction
 Project/Subdivision Engineer Trimad Consultants
From: Juan Pablo "JP" Terrazas, P.E., CPM Assistant City Manager
Date: October 17, 2024

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Sewer:

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Inspector (s)

Juan Pablo "JP" Terrazas, P.E., CPM
Assistant City Manager

STATEMENT OF COMPLETION - ENGINEERING



Public Works Department

To: Xavier Cerventes Planning Director
 Project/Subdivision Turtle Cove Subdivision
 Project/Subdivision Contractor SR Construction
 Project/Subdivision Engineer Trimad Consultants LLC
From: Juan Pablo "JP" Terrazas, P.E., CPM Assistant City Manager
Date: 05/09/2025

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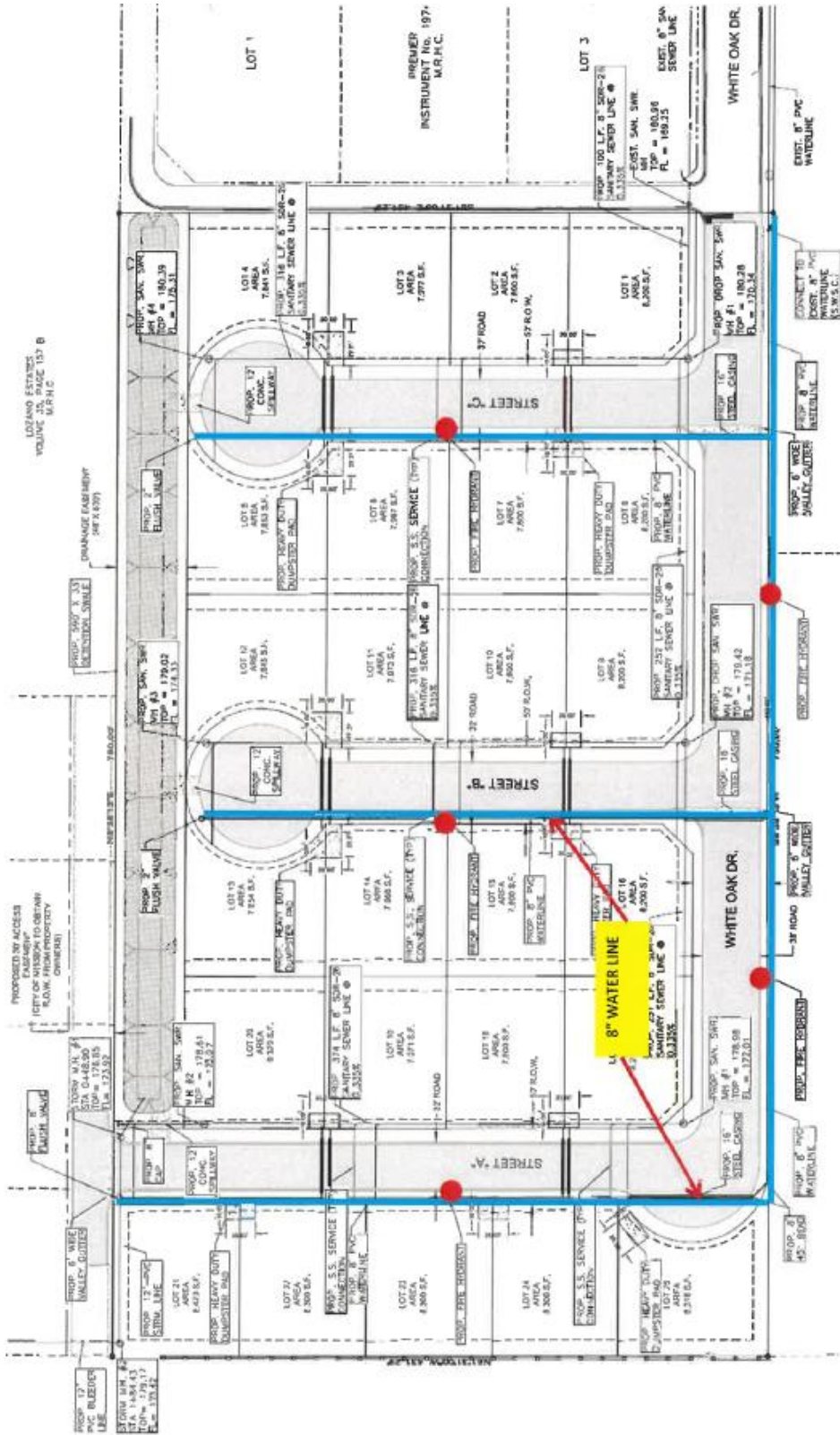
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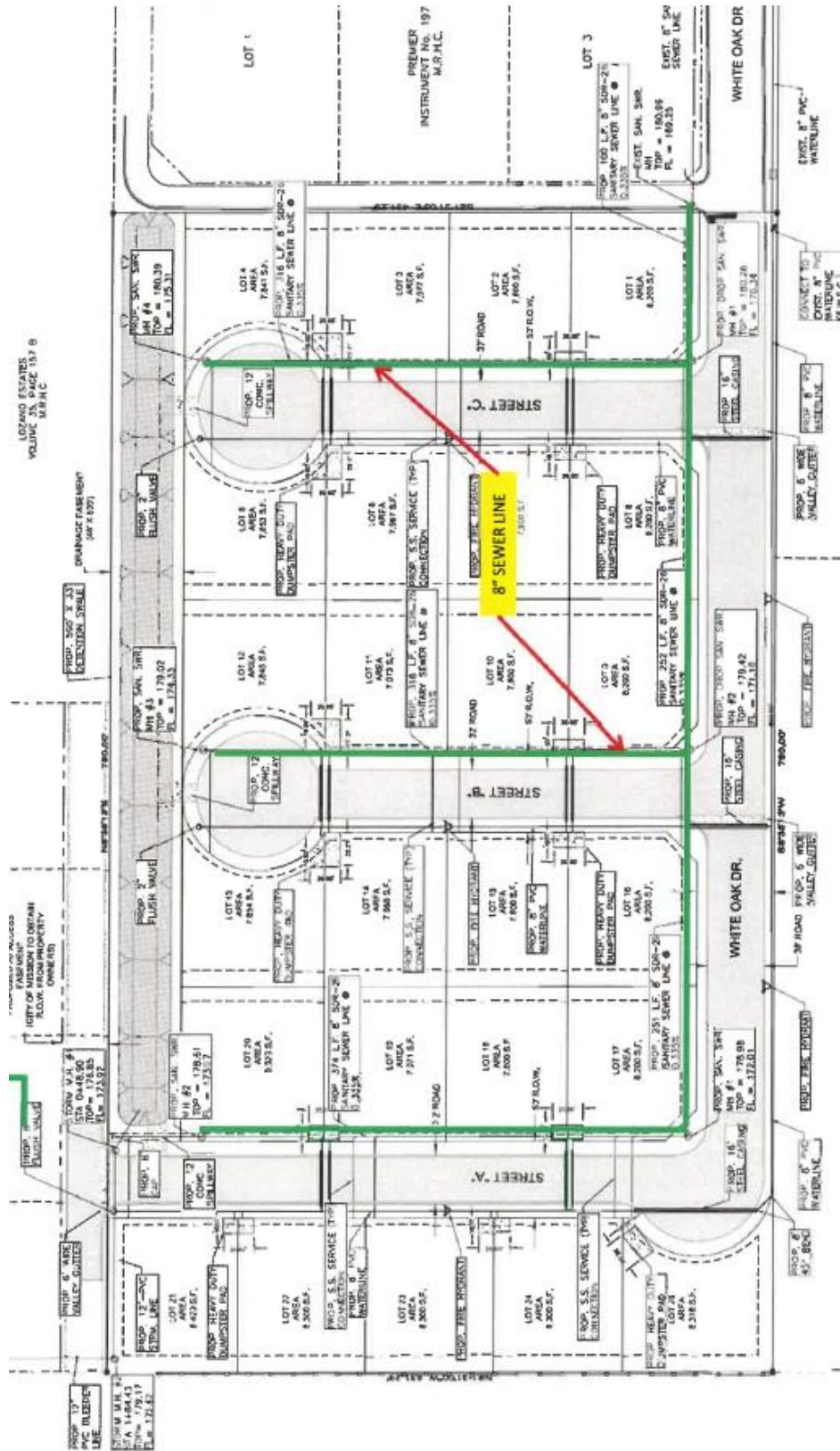
Inspector (s) Joaquin Gonzalez

Juan Pablo "JP" Terrazas, P.E., CPM
Assistant City Manager

2801 N Holland 2 Mission, TX 78574 2 Phone: 956-580-8780 2 Fax: 956-580-8782



SANITARY SEWER LAYOUT



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<input type="checkbox"/> REJECTED	
<input checked="" type="checkbox"/> APPROVED FOR SUBMITTAL	
<input type="checkbox"/> TO H.C. PLANNING DEPT.	
<input checked="" type="checkbox"/> TO CITY	
<input checked="" type="checkbox"/> DISCHARGE PERMIT REQUIRED	
<input type="checkbox"/> DISTRICT FACILITY	
<input checked="" type="checkbox"/> CITY FACILITY	
<input type="checkbox"/> OTHER _____	
<u>Alexis Iozano</u>	<u>8/18/23</u>
H.C.D.D. NO. 1	DATE





CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: June 9, 2025
PRESENTED BY: Brad Bentsen, Parks & Recreation Director
AGENDA ITEM: Approval of Proposed Park Use and Rental Fee Increase - Bentsen

NATURE OF REQUEST:

Parks Advisory Board met and discussed comparative park use and rental fees to that of Local Valley Parks and Recreations Departments on October, 2024. Comparative Price Index can be found on Exhibit A. Approved proposed increases can be found on Exhibit B.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

LOCATION	CURRENT FEE	PROPOSED FEE
<u>Softball and Baseball Fields</u>	Hourly- \$20.00	Hourly - \$20.00
	Hourly - \$30.00 with lights	Hourly - \$30.00 with Lights
	B&G Club 1 free hr weekly	B&G Club 1 free hr weekly
Bentsen Palm Park	\$550/day <> \$1,100.00/weekend	TOURNAMENT PLAY \$750/day <> \$1500/weekend To Include 2 Park Staff
CWV Park	TOURNAMENT PLAY \$200.00 / day w/o lights \$400.00 / day w/ lights	TOURNAMENT PLAY \$400/day To Include 1 Park Staff Deposit: \$100 refundable
Jaycee Park		
Hollis Rutledge Sr. Park		
Lions Park		
	* B & G CLUB TAKE PRESEDENCE OVER TRAVEL TEAMS & INSTRUCTIONAL USE	
<u>Openfield Space</u>		
Bannworth Park	\$25.00 / Hour	TBD
Bentsen Palm Community Park	\$25.00 / Hour	TBD
Beto Salinas Park		TBD
Nell Tolle Park	\$25.00 / Hour	TBD
Hollis Rutledge Sr Park	\$25.00 / Hour	TBD
Rolando Barrera Skate Park/North		TBD
Ruben Hinojosa City School Park		TBD
Schimotsu City School Park		TBD
	* SOCCER ACADEMIES LARGER THAN 20 PLAYERS PERMITTED FIELD USE RESTRICTED TO ONCE WEEKLY W/O EXCEPTION	
<u>Pavilions</u>		
		Daily Rental to Remain the Same Commercial/Pop Up Markets \$300.00 /day Private Party \$150.00 / day Deposit: \$100.00 refundable
Bannworth Pavilion	\$100.00	
Beto Salinas Pavilion	\$150.00	
CWV Pavilion	\$50.00	
Lions Park Pavilion	\$150.00	
Leo Pena Placita Park	\$300.00	\$400.00 for Entertainment \$700.00 Commercial/Pop Up Market Deposit: \$100 refundable
Market Square	\$250.00	\$300.00 Deposit: \$100 refundable
<u>Hike and Bike Trail / Bentsen Palm Community Park <> 5K Race</u>	\$300.00	\$300.00 No 5K at Bentsen Palm Community Park
<u>Pools</u>		
Mayberry Pool	2 Hour Block - \$150.00	(minimum) 2 Hour Block - \$200
	plus \$75.00/hr	plus \$100.00 / hr Deposit \$100 refundable
Pool Slide	\$40.00 / hour	plus \$50.00 /hr
Bannworth Pool	2 Hour Block - \$150.00	(minimum) 2 Hour Block - \$200

	plus \$ 75.00/hr	plus \$100.00 / hr
		Deposit: \$100 refundable
<u>Gymnasium</u>		
	\$25/hr for basketball	\$25.00 for Basketball
	\$250 Tournament Play \$100 floor tarping	\$250 Tournament Play Commercial/Pop UP Market \$400 (incl tarp)
<u>Rec Center</u>	\$150.00	\$400.00
<u>Old Gym w/ Kitchen</u>		\$300 outdoor area
<u>Tennis Courts</u>		
Birdwell Tennis Center	Daily - \$25.00 Per Court \$250/day	Daily - \$25 Per Court for Instruction
Tournaments		\$350/day
Oblate Park		
Bentsen Palm Community Park		
	* TENNIS INSTRUCTION NOT PERMITTED PAST 8:00 PM	
	* PICKLEBALL PLAY NOT PERMITTED ON TENNIS COURTS	
<u>Pickleball</u>	\$1.00	\$2.00
<u>Ping Pong / Table Tennis</u>	\$1.00	\$2.00

Deposit is required on all rentals.

Discounts and No Charge only thru approval of City Manager or Parks Director.

MISSION		Incredibowl	EDINBURG	
LOCATION	CURRENT FEE		LOCATION	FEE
Softball & Baseball Field			Softball & Baseball Field	Daily - \$150.00 Residentil & Non Residential
				Hourly- \$20.00 Residentil & Non Residential
	Hourly - \$20.00	Hourly - \$20.00		Daily - \$75.00 Non Profit
	Hourly - \$30.00 with Lights	Hourly - \$30.00 with Lights		
Bentsen Palm Park	8am -10pm (weekend) \$1,100.00	\$750/day & \$1500/weekend		
CWV Park		350/day		
Jaycee Park		350/day		
Hollis Rutledge Sr. Park		350/day		
		Deposit: \$100 refundable		
PAVILIONS				
Bannworth Pavillion	Daily -\$ 100.00	Commercial/Markets \$300 / \$150 (Private Party)	Memorial Park & Ebony Park	Deposit - \$40.00 Residential
Beto Salinas Park	\$150.00	\$150.00		Rent - \$80.00 Residential
CWV Pavilion	\$50.00	\$100.00		Deposit - \$60.00 Non Residential
Lions Park Pavilion	\$150.00	\$150.00		Rent - \$120.00 Non Residential
Hollis Rutledge Sr Park	\$500.00	\$100.00		
Leo Pena Placita Park w/ limited use	Daily -\$300.00	\$700.00	Municipal Park	Deposit - \$75.00 Residential
Market Square	\$250.00	\$300.00		Rent - \$150.00 Residential
		Deposit: \$100 refundable		Deposit - \$100.00 Non Residential
				Rent - \$200.00 Non Residential
POOLS				
Mayberry Pool	2 Hour Block - \$150.00	2 Hour Block - \$200	South Park Pool	3 Hours - \$380.00 Residential
	\$75.00/hr	\$100.00/ hr		
Pool Slide	\$40.00 / hour	\$50.00/hr		4 Hours - \$480.00 Residential
Bannworth Pool	2 Hour Block - \$150.00	2 Hour Block - \$200		5 Hours - \$570.00 Residential
		Deposit: \$100 refundable		3 Hours - \$410.00 Non Residential
				4 Hours - \$5100.00 Non Residential
				5 Hours - \$710.00 Non Residential
GYMNASIUM	\$250	\$250 Tournament / Commercial \$400 (incl tarp)	Gymnasium	\$50.00 Hour/Resident
	\$100 floor tarping			\$60.00 Hour/ Non-Resident
	\$25/hr for basketball	\$25/hr for basketball		\$25.00 Hour / Non-Profit
Rec Center Kitchen (old gym)	\$150.00	\$400.00		
		\$300 outdoor area		
Birdwell Tennis Center	Daily - \$25.00 Per Court	Daily - \$25 Per Court for Instruction	Harlingen Courts charge \$12.00/hr + \$2.00/child or \$3.00/adult	
Tournaments	\$250/day	\$500/day	Also insturctor must be certified, insured, Certified Safe Play Trained.	
Oblate Park				
Bentsen Palm Community Park				
PICKLEBALL				
Walk-on	\$1.00	\$2.00	\$30/month	Walk-on \$2.00

		\$2.00 - Ping Pong	\$5/person		
Deposit is required on all rentals.					
Discounts and No Charge only thru approval of CM or Parks Director					

McALLEN		PHARR		WESLACO		
LOCATION	FEE	LOCATION	FEE	LOCATION	FEE	
Baseball Field W/O lights	Hourly \$20.00 Resident	Baseball Complex	\$500.00 weekend (3 fields)			
W/O lights	Hourly \$35.00 Non-Resident					
With lights	Hourly \$30.00 Resident	Complex w/ turf	\$2,000			
With lights	Hourly \$50.00 Non-Resident					
Sports Complex	\$5,000.00					
West Side Park	\$900.00					
Los Encinos Park						
Cascade Pavillion	Deposit- \$50.00 refundable	Pavillion	\$100.00 day			
	Daliy- \$100.00 Residents					
	Daliy- \$140.00					
La Vista Pavilion	Deposit- \$50.00 refundable					
	Daily- \$ 125.00 Residents					
Ramiro Guerra Pavilion	Deposit- \$50.00 refundable					
at Westside Park	Daily- \$ 125.00 Residents					
Municipal Pool	Hourly- \$110.00 Residents	Pharr Aquatic Center	N/A	Municipal Pool	2 hours- \$225.00 Resident	
	Hourly- \$125.00 Non Residents				3 hours- \$ 275.00 Non Resident	
Cascade Pool	\$75.00 Hr. Resident					
Los Encinos Pool	\$85.00 Hr. Non-Resident					
Indoor Gymnasium	\$400.00 4 Hrs. Resident					
	\$100.00 Extra Hr. Resident					
	\$115.00 Extra Hr. Non-Resident					
Hall with Kitchen	2 hrs. \$250.00 Resident					
	Extra hr. \$75.00 Resident					
	2 Hrs. \$285.00 Non-Resident					
	Extra hr. \$85.00 Non Resident					
Walk-on	\$2.00					



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: June 9, 2025

PRESENTED BY: Juan Pablo "JP" Terrazas, P.E., Assistant City Manager

AGENDA ITEM: Authorization to solicit bids for Bryan Road street and drainage improvements - Terrazas

NATURE OF REQUEST:

Staff is seeking authorization to solicit bids for the Bryan Road street and drainage improvements. Javier Hinojosa Engineering has completed the design for Bryan Road project.

BUGETED: Yes **FUND:** _____ **ACCT. #:** _____

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: June 9, 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") for a 11.337-acre tract of land, being all of lot 12, New Caledonia Unit No. 1 Subdivision, located along the East side of Moorefield Road approximately 305 feet North of Oleander Drive. Applicant: Carlos Lugo, Jr. -CSL Construction, LLC, Adoption of Ordinance #_____ - Cervantes

NATURE OF REQUEST:

Project Timeline:

- May 15, 2025 – Application for rezoning submitted for processing.
- May 21, 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.
- June 4, 2025 – Public hearing and consideration of the requested rezoning by the Planning and Zoning Commission.
- June 9, 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 allow a 51-lot single-family subdivision with a public street. The proposed lots will measure 55 feet in lot frontage and 125 feet lot depth. The minimum lot requirements are 50 feet by 100 feet. The property is currently vacant.
- The subject property measures 330' along Moorefield Road and it measures 1,497.3' of lot depth for a total of 11.337 acres in area. The proposed subdivision will have a street connection to the subdivision to the north by connecting to Hill Crest Drive.
- The surrounding zones are Single Family Residential District ("R-1") to the North, East and South and outside the city limits to the West. East of the ditch are single family subdivisions.
- The existing land uses are: Tiffany Terrace single family subdivision to the North, the Oleander Estates single-family subdivision and the Einstein's Learning Academy to the South and the Taurus Estates No. 2 single family subdivision to the East.
- The Future Land Use Map shows the subject property as Low Density Residential. The requested rezoning is in line with the designation of the property in the Future Land Use Map.
- Notices were mailed to 66 surrounding property owners. Complaints have been received by staff from the surrounding property regarding dust coming from the subject property.

STAFF RECOMMENDATION:

Staff recommends approval to the rezoning request.

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE:**APPROVED:**

DISAPPROVED:

TABLED:

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A REZONING FOR A TRACT OF LAND CONTAINING 11.337 ACRES, BEING ALL OF LOT 12, NEW CALEDONIA SUBDIVISION UNIT 1, LOCATED ALONG THE EAST SIDE OF MOOREFIELD ROAD APPROXIMATELY 305 FEET NORTH OF OLEANDER DRIVE, FROM AO-I (AGRICULTURAL OPEN INTERIM) TO R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)

WHEREAS, the City Council of the City of Mission finds that during consideration of the rezoning request of Wednesday, June 4, 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. Monday, June 9, 2025, in the Council Chambers of the City Hall to consider the following conditional use permit:

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

Legal Description	From	To
A tract of land containing 11.337 acres, being all of Lot 12, New Caledonia Subdivision	AO-I	R-1

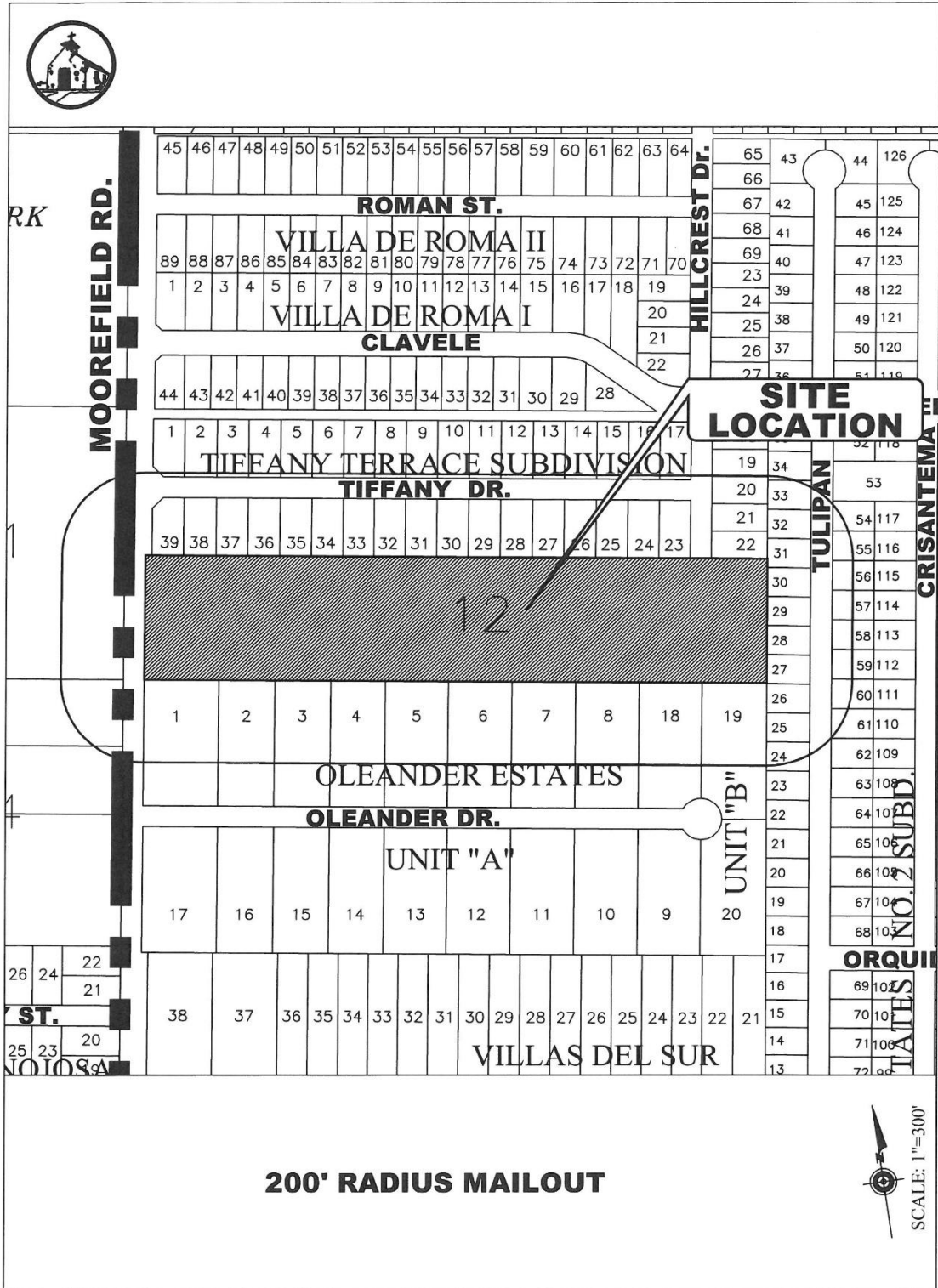
READ, CONSIDERED AND PASSED, this the 9th day of June, 2025.

Norie Gonzalez Garza, Mayor

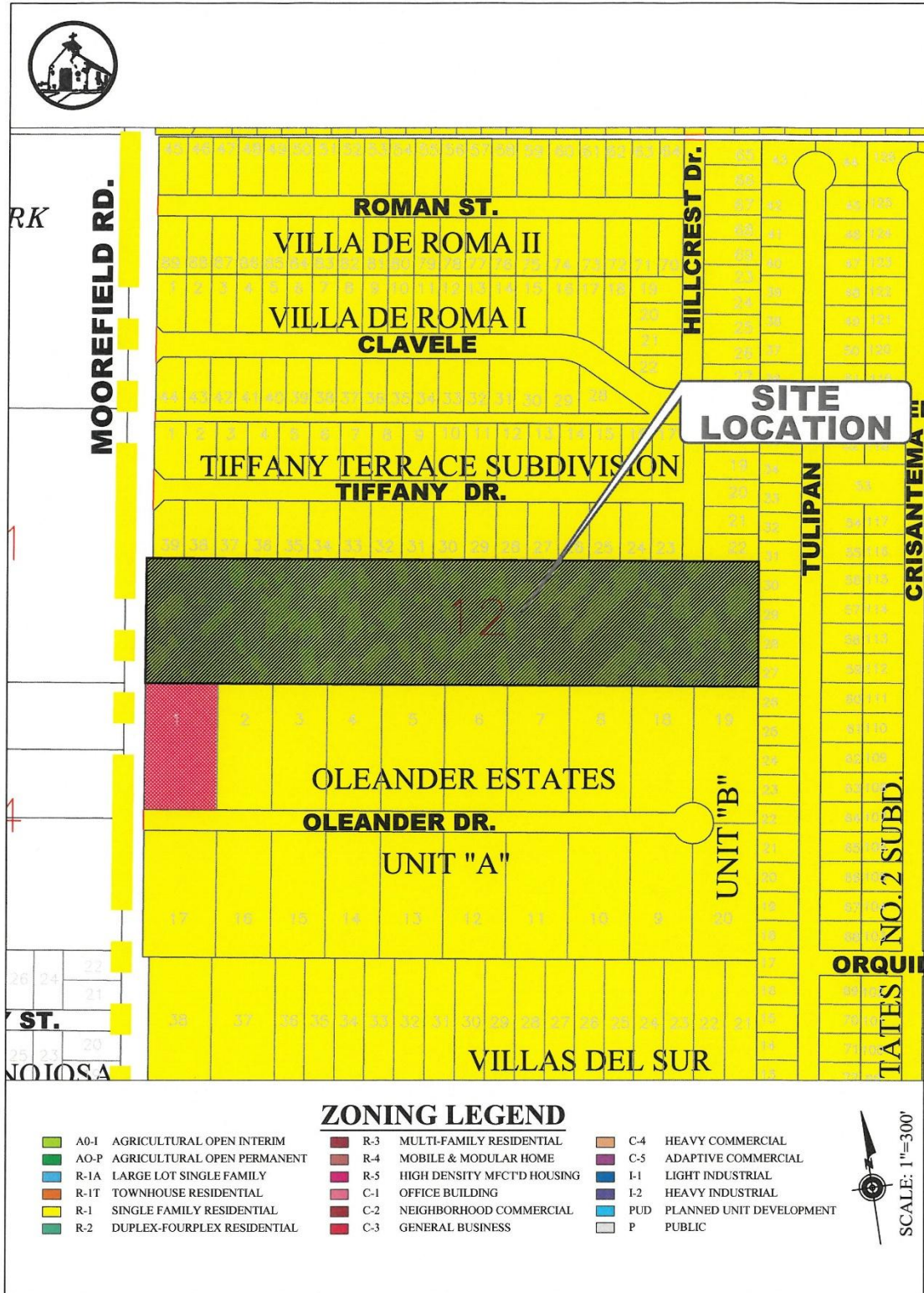
ATTEST:

Anna Carrillo, City Secretary

LEGAL NOTICE MAP



ZONING MAP



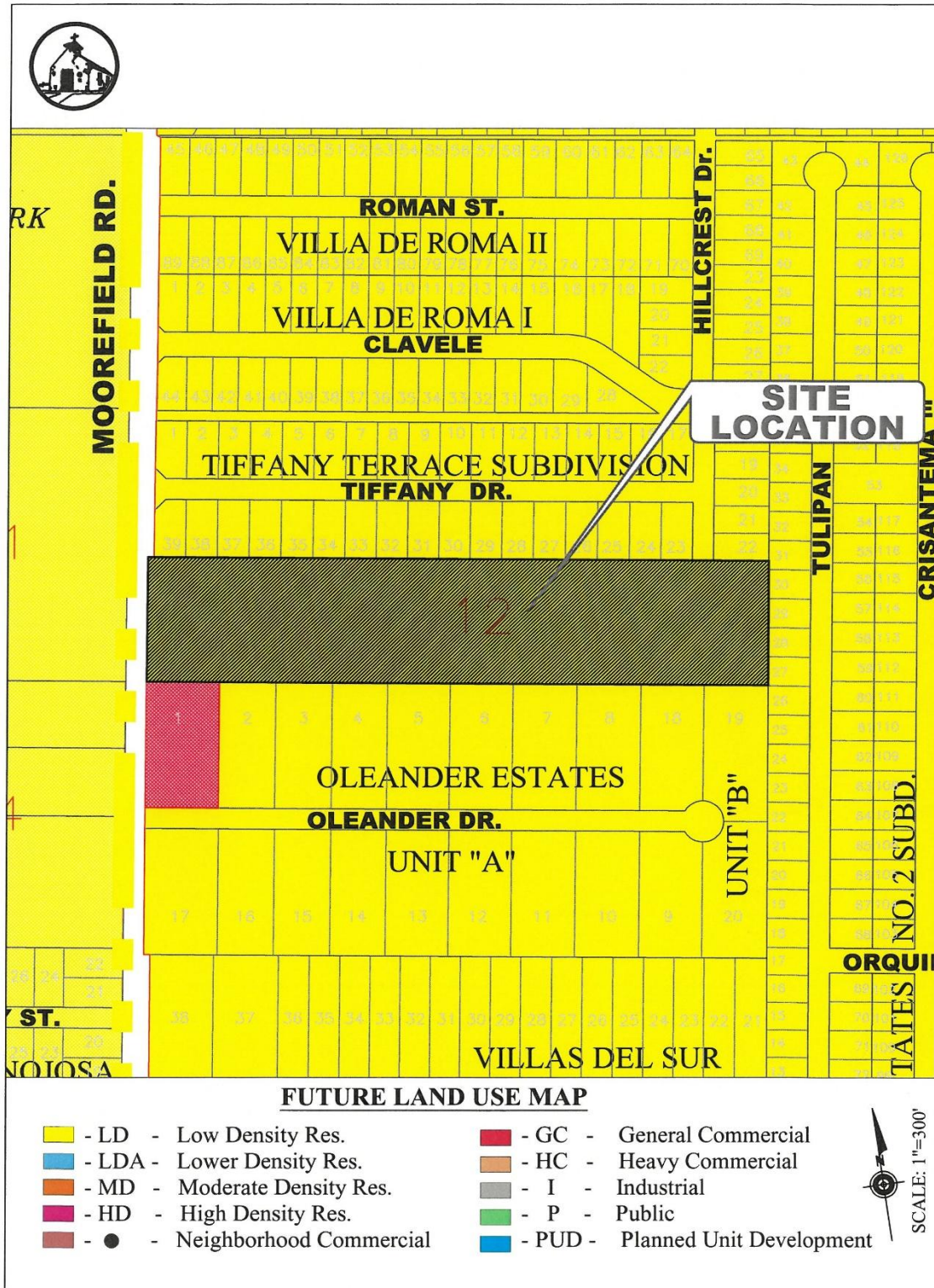
AERIAL



PHOTOS OF THE SUBJECT PROPERTY



FUTURE LAND USE MAP



MAILOUT LIST

PROP_ID	file_as_na	addrDeliveryLine	addrCity	addrState	addrZip
514490	BARRIENTOS JAIME & LUCIA	3703 TULIPAN ST	MISSION	TX	78573-5027
514491	LOPEZ MARTHA ELENA	3705 TULIPAN ST	MISSION	TX	78573-5027
514492	GARZA EUGENIO JR	3707 TULIPAN ST	MISSION	TX	78573-5027
514495	TREVINO JOSE MAXIMILIANO & JUAN JOSE JR	612 N CHICAGO ST	ALTON	TX	78573-0829
545956	ORTEGA MARGARITA & BRENDA GARCIA	2013 TIFFANY DR	MISSION	TX	78573
545932	GAMINO RAUL	2108 TIFFANY DR	MISSION	TX	78574-1679
545933	GARZA ARNULFO & MARGARITA	2106 TIFFANY ST	MISSION	TX	78573-3985
545934	BALLI JORGE ANTONIO	2510 PAISANO ST	MISSION	TX	78572-7007
514486	GONZALEZ HERNAN & NANCY G	3605 TULIPAN ST	MISSION	TX	78573-5025
514488	DAVILA MARIA L	3609 TULIPAN ST	MISSION	TX	78573-5025
514493	ESCALERA MARIA LUISA	3709 TULIPAN ST	MISSION	TX	78573-5027
514487	JACOBO JUAN RAMIREZ	PO BOX 2383	MISSION	TX	78573-0039
514489	HERNANDEZ JOSE T	3701 TULIPAN ST	MISSION	TX	78573-5027
514496	TORRES JOSE M GARZA	3803 TULIPAN AVE	MISSION	TX	78573-5021
514494	BERMUDEZ BALDEMAR	3711 TULIPAN ST	MISSION	TX	78573-5027
573116	ZAMORA SABRINA ANN	3701 N MOOREFIELD RD	MISSION	TX	78574-5105
244929	MANZANARES LUIS ANGEL REYES & GISELA REYES	802 W 31ST ST	MISSION	TX	78574-3587
244928	ONTIVEROS MARTIN FELIPE & GREGORY ALEXANDER ONTIVEROS	437 W SIESTA ST	PHARR	TX	78577-4346
514516	JIMENEZ MARY ESTHER & JOSE D	3336 TULIPAN ST	MISSION	TX	78573-8700
251060	GARCIA LEONEL JR	1805 SALINAS ST	MISSION	TX	78572-7336
251057	BARRIENTOS JOSE A	2100 OLEANDER DR	MISSION	TX	78573-6664
251056	GONZALEZ CONSTANTINO JR & MILAGROS E	2104 OLEANDER DR	MISSION	TX	78573-6664
514517	LOPEZ JONATHAN & PAOLA E	3710 TULIPAN ST	MISSION	TX	78573-5026
545952	RESENDEZ ALEJANDRO	2005 TIFFANY ST	MISSION	TX	78573-3982
545954	CANTU MIGUEL A & EMMA D	2009 TIFFANY ST	MISSION	TX	78573-3982
514519	PENA VIVIANA	3706 TULIPAN ST	MISSION	TX	78573-5026
514523	RUBALCAVA SALVADOR	1128 N BODEN DR	ANAHEIM	CA	92805-1538
514522	ROMERO SOFIA	3700 TULIPAN ST	MISSION	TX	78573-5026
514518	SANCHEZ JESUS & MARGARITA	3708 TULIPAN ST	MISSION	TX	78573-5026
514520	GAMEZ JOSE & MARIA R	2104 W 30TH ST	MISSION	TX	78574-7111
514521	GONZALEZ ARMANDINA	3702 TULIPAN ST	MISSION	TX	78573-5026
545958	RAMIREZ EFRAIN & MARIA DEL ROSARIO RAMIREZ	719 W VAN WEEK ST	EDINBURG	TX	78541-3051
545955	MONTOKA JESUS & NORALVA	7030 LEE CIR W	IRVINGTON	AL	36544-3604
545960	RODRIGUEZ DAVID	2105 TIFFANY DR	MISSION	TX	78573-3981

MAILOUT LIST

545950	SOTELO BRENDA	2001 TIFFANY DR	MISSION	TX	78573-3982
545944	GARZA MAGDALENA	3410 TULIPAN ST	MISSION	TX	78573-8734
545951	AGUILAR FRANCISCO J BRIONES & NORMA G	2003 TIFFANY ST	MISSION	TX	78573-3982
545961	BUENSROSTRO ANDRES RUBEN & MARICARMEN	2107 TIFFANY ST	MISSION	TX	78573-3981
545959	RAMIREZ RUBEN DARIO & IRMA DE ANDA	2103 TIFFANY ST	MISSION	TX	78573-3981
545953	SANTOS ALEJANDRO	1435 VIDA GRANDE ST	ALAMO	TX	78516-2011
545940	PENA ENRIQUE RAFAEL & RITA B	2008 TIFFANY DR	MISSION	TX	78573-3984
545942	GARZA JOSE A & MARIA G	2004 TIFFANY DR	MISSION	TX	78573-3984
545943	PUENTE CARLOS & ELVIA	2002 TIFFANY ST	MISSION	TX	78573-3984
545938	MARTINEZ LOURDES	1307 ANALISA AVE	ALAMO	TX	78516-7222
545936	RUIZ RICARDO JR & CLAUDIA BETH VELA	2100 TIFFANY DR	MISSION	TX	78573-3985
244901	KLEMENT WILL J & JULIA A	1950 TRIPLE PEAK DR	CANYON LAKE	TX	78133-5516
545937	RIZO FIDEL & MARIA ELVA	2014 TIFFANY ST	MISSION	TX	78573-3984
545929	MAGALLAN JOEL	2114 TIFFANY ST	MISSION	TX	78573-3985
545931	CASTRO EDDI MISAEL & LIZETH ESMERALDA	1109 N INSPIRATION BLVD	MISSION	TX	78573-1241
251053	RIVERSIDE VIEW ENTERPRISES LLC	2116 OLEANDER DR	MISSION	TX	78573-6664
514525	GOMEZ DANIEL	3604 TULIPAN ST	MISSION	TX	78573-5024
545930	GUERRA ROGELIO	2112 TIFFANY ST	MISSION	TX	78573-3985
545965	BENAVIDES EDUARDO DANIEL	2115 TIFFANY ST	MISSION	TX	78573-3981
251054	MARTINEZ JUAN CARLOS & ELENA	2112 OLEANDER DR	MISSION	TX	78573-6664
251055	SANCHEZ EDITH	2001 OLEANDER DR	MISSION	TX	78573-6663
545927	MORADO ALEXANDER	2116 TIFFANY ST	MISSION	TX	78573-3985
244926	LUNA JOSE JR & LUZ E	101 E ESPERANZA AVE	MISSION	TX	78574-4065
545939	GARCIA MARTHA & ESTEBAN	2010 TIFFANY ST	MISSION	TX	78573-3984
545966	LOPEZ NORMA A	2117 TIFFANY ST	MISSION	TX	78573-3981
545964	CARDOZA ALFONSO L & MARIA DE JESUS	2113 TIFFANY ST	MISSION	TX	78573-3981
545963	MENDEZ MARIA VALENTINA & ADOLFO JARAMILLO JR	2111 TIFFANY ST	MISSION	TX	78573-3981
545962	QUINTANILLA HECTOR ALEJANDRO	2109 TIFFANY DR	MISSION	TX	78573-3981
545941	CONFIDENTIAL	<Null>	<Null>	<Null>	<Null>
712475	MARTINEZ ALMA N	3709 N MOOREFIELD RD	MISSION	TX	78574-5105
722679	REYES LAURA A	3705 N MOOREFIELD RD	MISSION	TX	78574-5105
514524	BAEZA JUAN J & LILIANA L	3606 TULIPAN ST	MISSION	TX	78573-5024
251058	TREVINO ISABEL & ROSALINDA & ALEJANDRO	2016 OLEANDER DR	MISSION	TX	78573
251059	LAUGHLIN LIZABETH MARGIE	2012 OLEANDER DR	MISSION	TX	78573-6663
345145	VALDEZ ELDA AIDE	2004 OLEANDER DR	MISSION	TX	78573-6663

MAILOUT LIST

345146	GONZALEZ GRACIELA GUTIERREZ & EPIGMENIO	2000 OLEANDER DR	MISSION	TX	78573
545947	URESTI GUADALUPE H & GUADALUPE	3800 HILL CREST DR	MISSION	TX	78573-8210
545948	URESTI VIVIANO	3800 HILL CREST DR	MISSION	TX	78573-8210
545949	RODRIGUEZ HUMBERTO JR & ORALIA	3708 HILL CREST DR	MISSION	TX	78573-3983
564700	ZAMORA SABRINA ANN	3701 N MOOREFIELD RD	MISSION	TX	78574-5105
731373	AGUILAR RAFAEL & MARIA VIRGINIA	2015 TIFFANY ST	MISSION	TX	78573-3982



MEETING DATE: June 9, 2025

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

AGENDA ITEM: Conduct a public hearing and consideration of a rezoning request from Large Lot Single Family District ("R-1A") to Single Family Residential District ("R-1") for Lot 2, Los Olivos Subdivision, located along the North side of Olivos Court approximately 462 feet North of Trinity Street. Applicant: Francisco & Mariana Garcia, Adoption of Ordinance #_____ - Cervantes

NATURE OF REQUEST:

Project Timeline:

- March 26, 2025 – Application for rezoning submitted for processing.
- May 21, 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.
- June 4, 2025 – Public hearing and consideration of the requested rezoning by the Planning and Zoning Commission.
- June 9, 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 Large Lot Single Family District ("R-1A") to Single Family Residential District ("R-1") to allow a replat of the subject property into seven (7) lots for the applicant and their children. The children lots will have lot depths ranging from 100.29 feet to 110.13 feet. Due to not being able to comply with the 120 feet minimum lot depth for Large Lot Single Family District Zoning the applicant requests the rezoning to a higher density single family zoning category. The property is currently vacant.
- A plat amendment was approved by the City Council during the May 12, 2025 meeting to remove a plat note placing restrictions in the number of lots in the subdivision.
- The subject property measures 514.29' by 342.55' for a total lot area of 4.04 acres. The lot has access to Olivos Court, a private street. Olivos Court has a connection to Trinity Street. Los Olivos is a private gated subdivision.
- The surrounding zones are Large Lot Single Family District ("R-1A") to the North and South, Single Family Residential District ("R-1") to the East and Agricultural Open Interim ("AO-I") to the West. East of the ditch are single family subdivisions.
- The existing land uses are: the Mission Catholic Cemetery (San Jose Cemetery) to the West, A vacant tract to the South, The Oak Alley @ Cimarron single family subdivision to the North and the Wilson Drain ditch to the East.

- The Future Land Use Map shows the subject property as Lower Density Residential. Staff feels that the subject property is in transition and finds Single Family Residential district as an acceptable alternative.
- Notices were mailed to 33 surrounding property owners. To this date there have been no objections to the rezoning request.

STAFF RECOMMENDATION:

Staff recommends approval to the rezoning request.

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A REZONING FOR LOT 2, LOS OLIVOS SUBDIVISION, LOCATED ALONG THE NORTH SIDE OF OLIVOS COURT APPROXIMATELY 462 FEET NORTH OF TRINITY STREET, FROM R-1A (LARGE LOT SINGLE FAMILY 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 of Wednesday, June 4, 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. Monday, June 9, 2025, in the Council Chambers of the City Hall to consider the following conditional use permit:

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

Legal Description	From	To
Lot 2, Los Olivos Subdivision	R-1A	R-1

READ, CONSIDERED AND PASSED, this the 9th day of June, 2025.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

LEGAL NOTICE MAP



200' RADIUS MAILOUT MAP



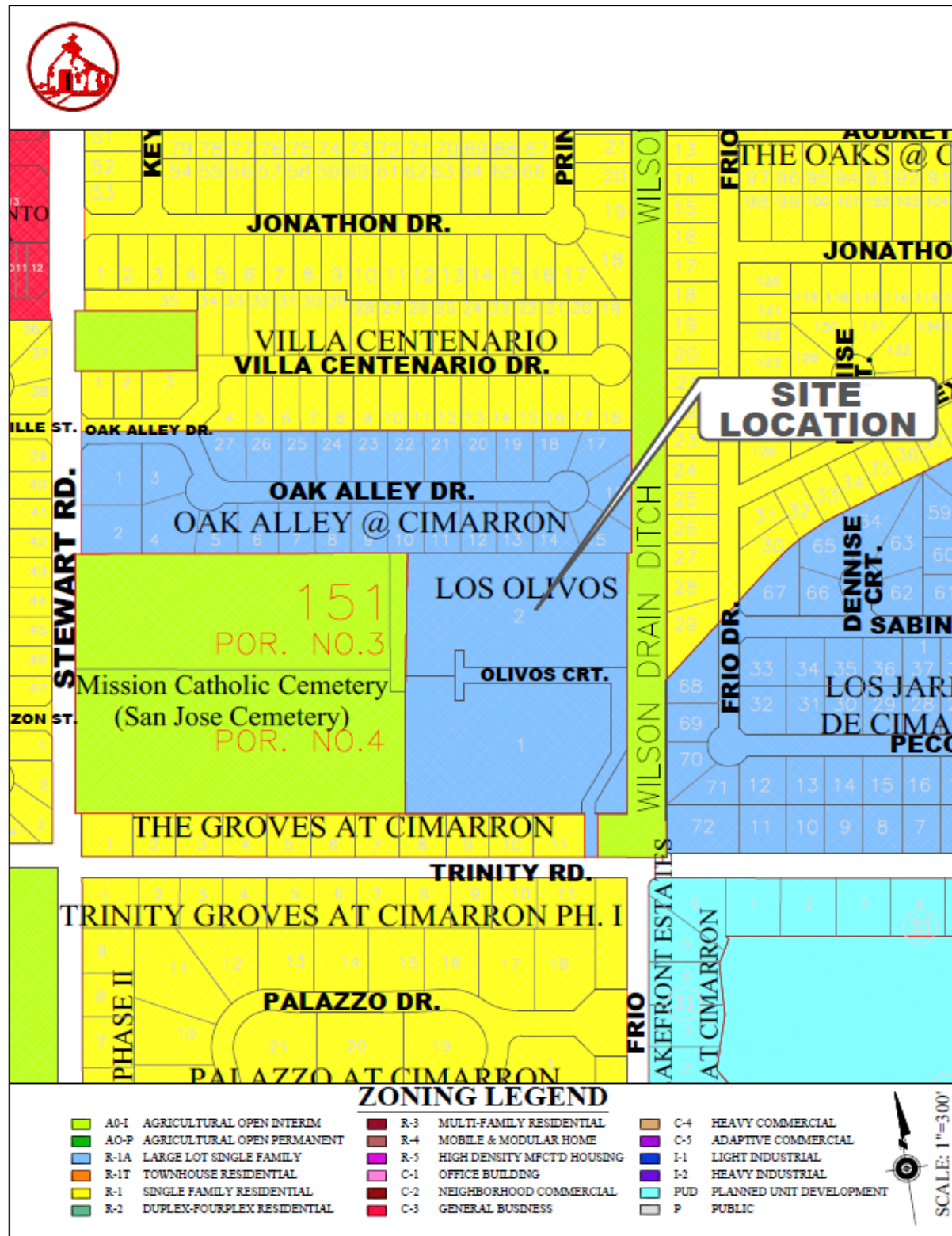
CITY OF MISSION
HIDALGO COUNTY, TEXAS

1201 E. 8th. Street
MISSION, TX 78572

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

No

ZONING MAP

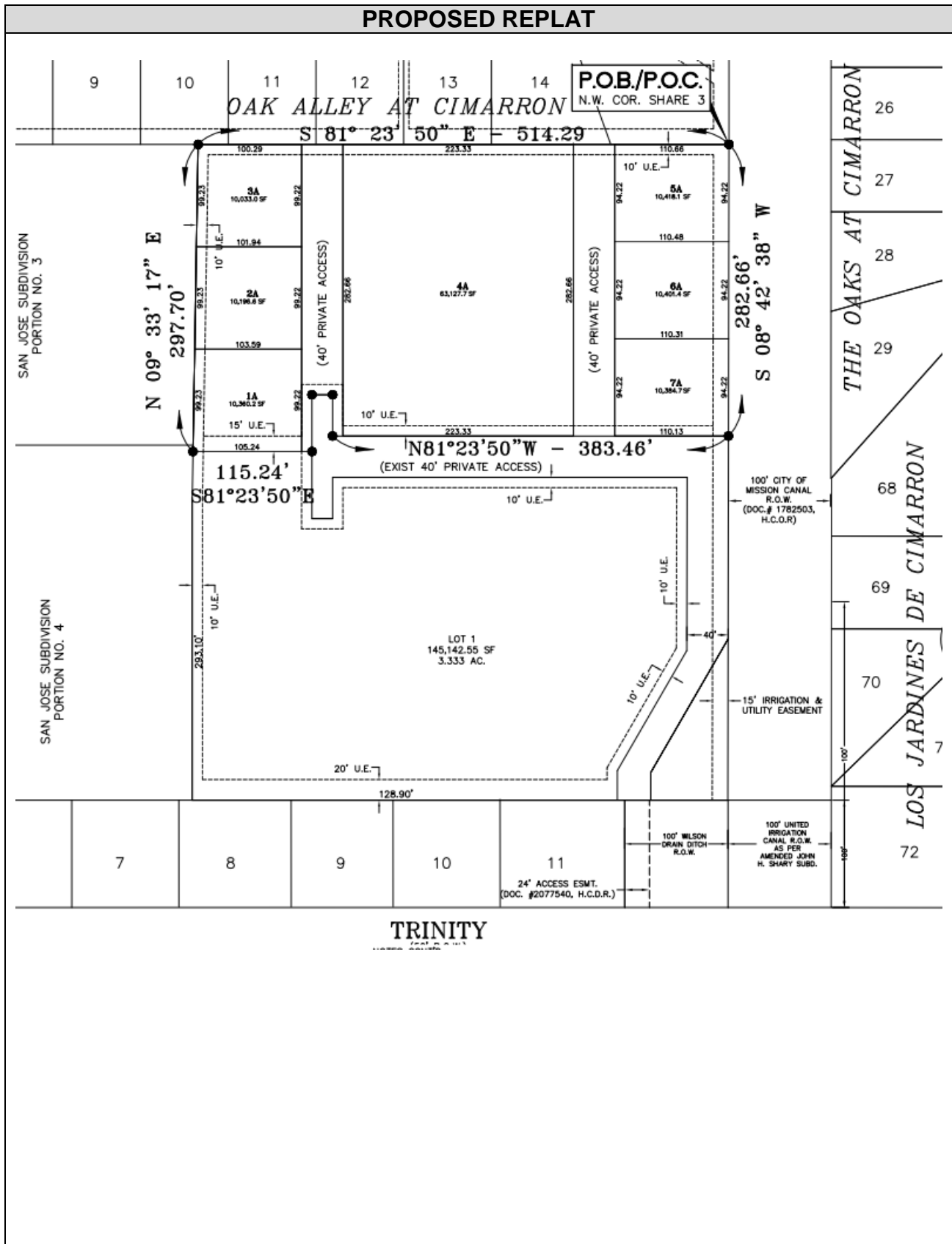


AERIAL

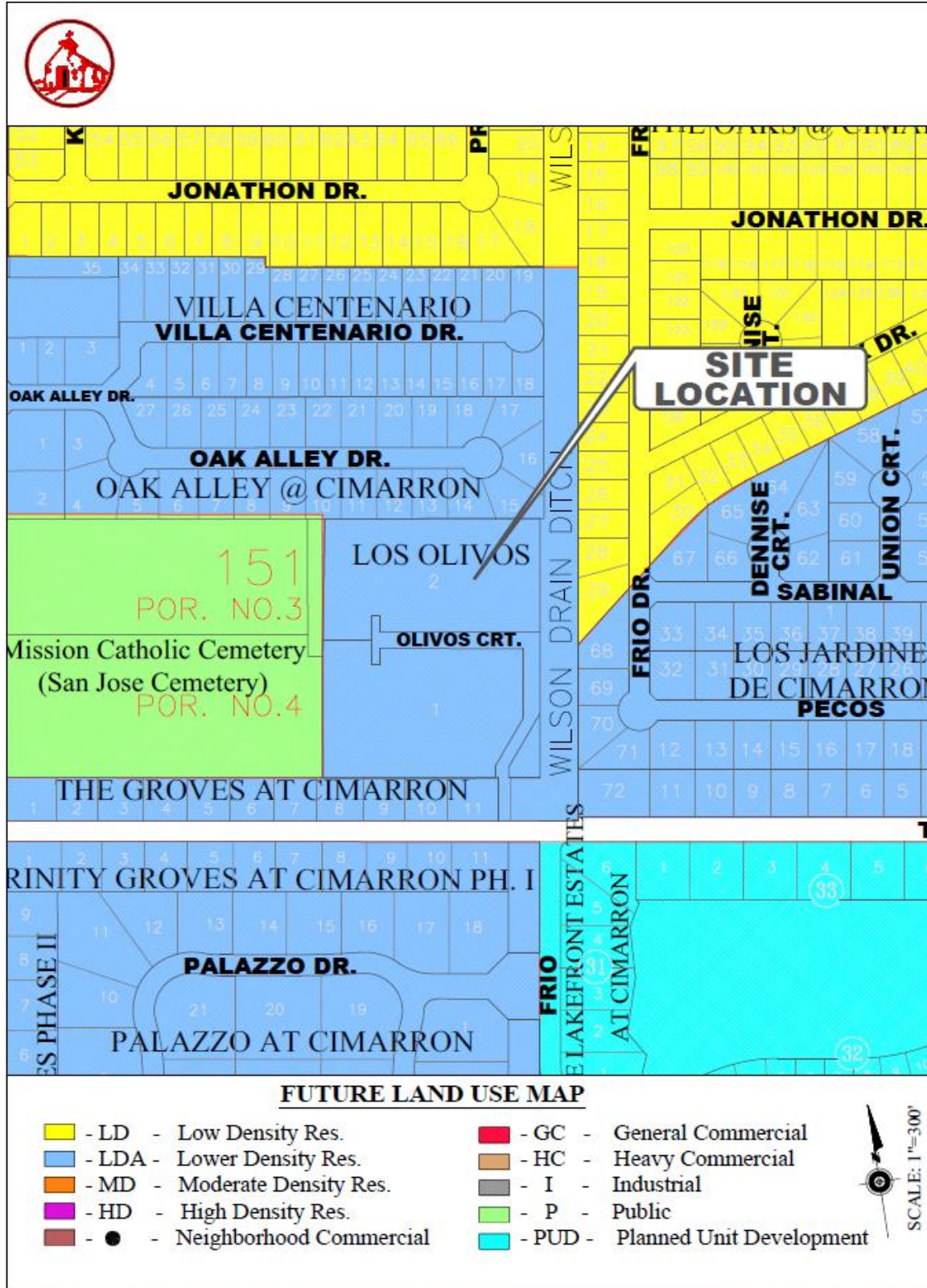


EXISTING SUBDIVISION

[illegible]



FUTURE LAND USE MAP



MAILOUT LIST

PROP_ID	file_as_na	addrDeliveryLine	addrCity	addrState	addrZip
689406	ARGUETA OSCAR H SILLER & ELMA G GONZALEZ VILLANUEVA	1200 FRIO DR	MISSION	TX	78572-2004
689407	BETANCOURT EDDY	1202 FRIO ST	MISSION	TX	78572-2004
689408	BETANCOURT EDDY	805 N WARE RD	MCALLEN	TX	78501-6614
664168	MUNOZ KARINA E	1104 FRIO ST	MISSION	TX	78572-8108
664163	DEL CASTILLO MARIA D & LUIS A	1014 FRIO ST	MISSION	TX	78572-8376
664164	KELLEY RALPH L Jr	1016 FRIO ST	MISSION	TX	78572-8376
664165	AGUILAR ALBERTO C ALCAZAR	1018 FRIO ST	MISSION	TX	78572-8376
664166	RENDON ALONZO PENA	1100 FRIO DR	MISSION	TX	78572-8108
664167	URESTI JOSE	1102 FRIO DR	MISSION	TX	78572-8108
720213	CITY OF MISSION	1201 E 8TH ST	MISSION	TX	78572-5812
815405	MISSION CATHOLIC CEMETERY	900 DOHERTY AVE	MISSION	TX	78572-4130
1184528	RUIZ FRANCISO & MARIA SOLEDAD SOTTIL	2111 SABINAL ST	MISSION	TX	78572-7413
1184529	MARQUEZ FAMILY LIMITED PARTNERSHIP	1017 S STEWART RD	MISSION	TX	78572-9065
1184530	MARQUEZ FAMILY LIMITED PARTNERSHIP	1017 S STEWART RD	MISSION	TX	78572-9065
1184531	RAMIREZ LILIANA PATRICIA CORRIPIO	CHAIREL NO 514 DEPTO 4B COL LAS FLORES	MEXICO	NULL	NULL
1184533	BAZAN HORACIO JR & VANESSA N MARTINEZ	1708 OAK ALLEY DR	MISSION	TX	78572-7894
1184534	MARQUEZ GUILLERMO D & AIDE O	1710 OAK ALLEY DR	MISSION	TX	78572-7894
1184535	FAZ EMILIA & JOSEPH JR	1712 OAK ALLEY DR	MISSION	TX	78572
1184536	MARQUEZ FAMILY LIMITED PARTNERSHIP	1017 S STEWART RD	MISSION	TX	78572-9065
1184537	MARQUEZ FAMILY LIMITED PARTNERSHIP	1017 S STEWART RD	MISSION	TX	78572-9065
1184538	RUGAMA FRANCISCO CESAR II & AMANDA JANETTE	1711 OAK ALLEY DRIVE	MISSION	TX	78572
1184539	MARQUEZ FAMILY LIMITED PARTNERSHIP	1017 S STEWART RD	MISSION	TX	78572-9065
1184540	BOLADO EDUARDO & EMILIA G SANCHEZ DE BOLADO	1707 OAK ALLEY DR	MISSION	TX	78572-7894
1184541	RODRIGUEZ EFRAIN & ANDREA ELZABETH PEREZ	4224 N MCCOLL RD APT 4302	MCALLEN	TX	78504-4486
1184542	SYGMA HOMES LLC	315 N SHARY RD STE 1017	MISSION	TX	78572-8235
1184543	MANE VENTURE PROPERTIES LLC	5311 N BRUSHLINE RD	MISSION	TX	78574-6155
275051	SAN JOSE CEMETERY	900 DOHERTY AVE	MISSION	TX	78572-4130
1184532	CONFIDENTIAL	<Null>	<Null>	<Null>	<Null>
1565012	GARCIA FRANCISCO & MARIANA & JOSE MANUEL	2204 S 49TH ST	MCALLEN	TX	78503
1565011	GARCIA FRANCISCO & MARIANA & JOSE MANUEL	2204 S 49TH ST	MCALLEN	TX	78503
1565013	GARCIA FRANCISCO & MARIANA & JOSE MANUEL	2204 S 49TH ST	MCALLEN	TX	78503
1565014	GARCIA FRANCISCO & MARIANA & JOSE MANUEL	2214 S 49TH LN	MCALLEN	TX	78503



MEETING DATE: June 9, 2025

PRESENTED BY: Xavier Cervantes, Director of Planning

AGENDA ITEM: Public hearing and take action to consider a Conditional Use Permit for a Drive-Thru Service Window – Eddie’s Taqueria Restaurant, being Lot A, Girasol Estates Subdivision, in a (C-3) zone, located at 1730 W. Griffin Parkway. Applicant: Edgar Gutierrez, Adoption of Ordinance #_____ - Cervantes

NATURE OF REQUEST:

Project Timeline:

- May 09, 2025 – Application for Conditional Use Permit (“CUP”) submitted to the City.
- May 21, 2025 – In accordance with State and local law, notice of required public hearings was mailed to all property owners within 200 feet of the subject tract.
- June 04, 2025 - Public hearing and consideration of requested Conditional Use Permit by the Planning and Zoning Commission (P&Z).
- June 09, 2025 – Public hearing and consideration of the requested conditional use permit by the City Council.

Summary:

- The site is located at the Northeast corner of N. Inspiration Road and W. Griffin Parkway.
- The site will include a drive-through service window on the north side of the building. Access to the drive-thru service window would be off N. Inspiration Road via a 30-foot-wide driveway.
- The customers will place the order along the east side of the building and pick up the orders along the north side. The customer's drive-thru window location allows double-stacking for approximately 14 vehicles.
- Pursuant to Section 1.43 (3)(C) of the City of Mission Code of Ordinances, a Drive-Thru Service Window requires the approval of a conditional use permit by the City Council.
- The proposed hours of operation are as follows: Monday – Saturday from 5:00 am to 3:00 pm. And Sundays from 6:00 am to 2:00 pm.
- The working staff will be 18 employees in different shifts.
- Parking: In reviewing the floor plan, there are a total of 16 tables with a total of 72 seating spaces proposed, which would require 24 parking spaces. (1 parking space for every 3 seats = 24 parking spaces). The site plan shows a total of 30 parking spaces provided and 14 vehicles on the drive-thru lane.
- The Planning Staff has not received any objections to the request from the surrounding property owners. Staff mailed out (15) legal notices to surrounding property owners.
- In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval as are needed to ensure that a use requested by a conditional use permit is compatible and complementary to adjacent properties.

STAFF RECOMMENDATION:

- Staff recommends Approval for Life of Use with the understanding that the permit can be revoked;
- Must comply with all City Codes (Building, Fire, Health, etc.);
- Installation of a speed bump at the end of the ordering window;
- Acquisition of a business license prior to occupancy; and
- CUP is not transferable to others.

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *MRP*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A CONDITIONAL USE PERMIT FOR A DRIVE-THRU SERVICE WINDOW –
EDDIE’S TAQUERIA RESTAURANT, BEING LOT A, GIRASOL ESTATES SUBDIVISION**

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of June 4, 2025, the Planning and Zoning Commission of the City of Mission upon duly recognized motion and second, voted to recommend to the City Council that the conditional use permit shown below be granted.

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Monday, June 9, 2025, in the Council Chambers of the City Hall to consider the following conditional use permit:

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

Legal Description	Type	Conditions of Approval
Being Lot A, Girasol Estates Subdivision	Drive – Thru Service Window – Eddie’s Taqueria	<ul style="list-style-type: none"> • Staff recommends Approval for Life of Use subject to: • Must comply with all City Codes (Building, Fire, Health, etc.), • Installation of a speed bump at the end of the ordering window, • Acquisition of a business license prior to occupancy, and CUP not be transferable to others

READ, CONSIDERED AND PASSED, this the 9th day of June, 2025.

Norie Gonzalez Garza, Mayor

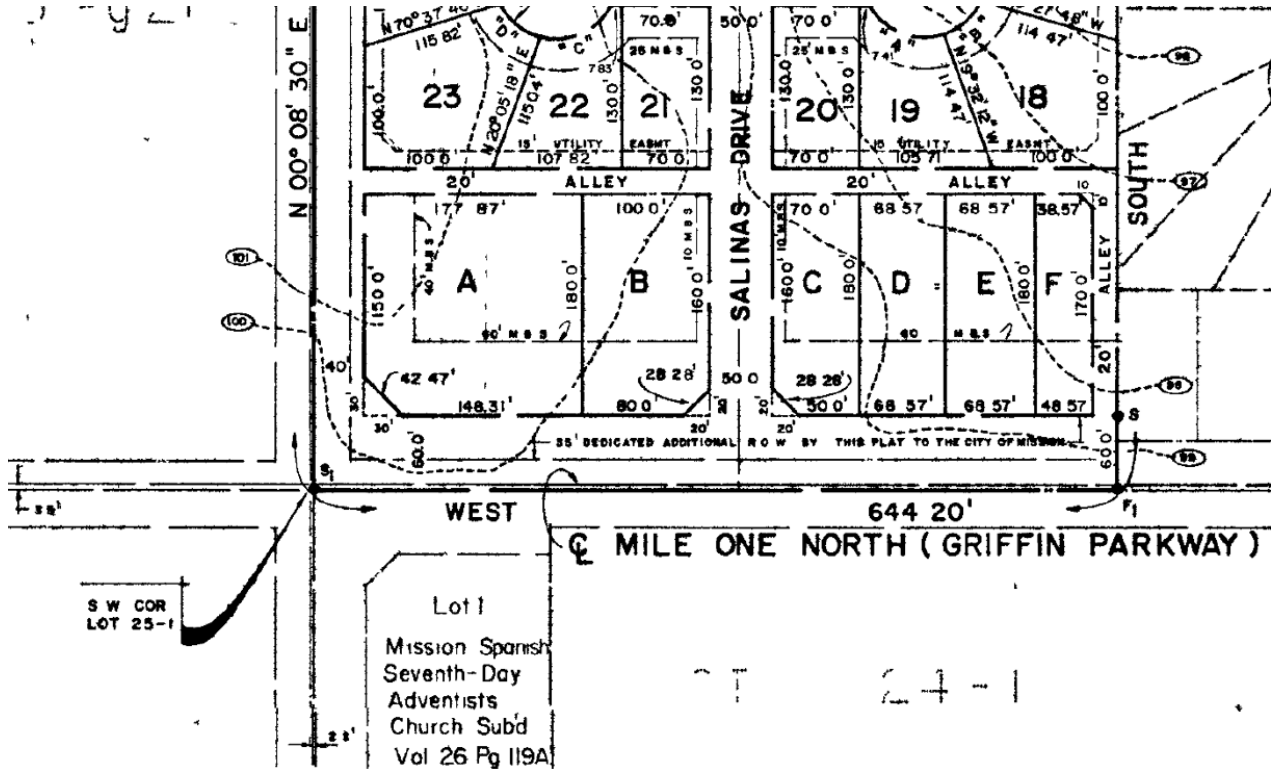
ATTEST:

Anna Carrillo, City Secretary

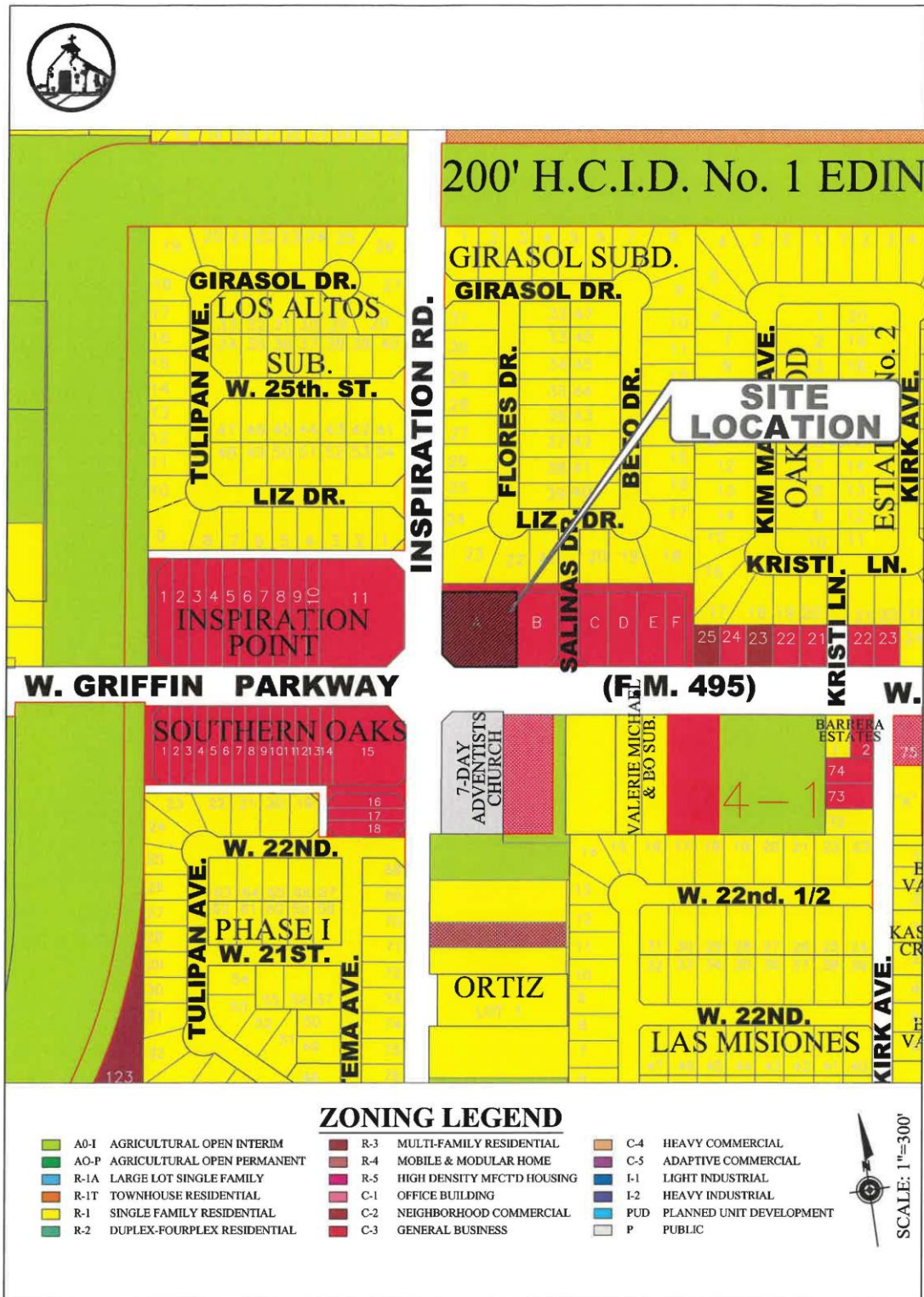
VICINITY MAP



PLAT OF LOT A, GIRASOL ESTATES SUBDIVISION



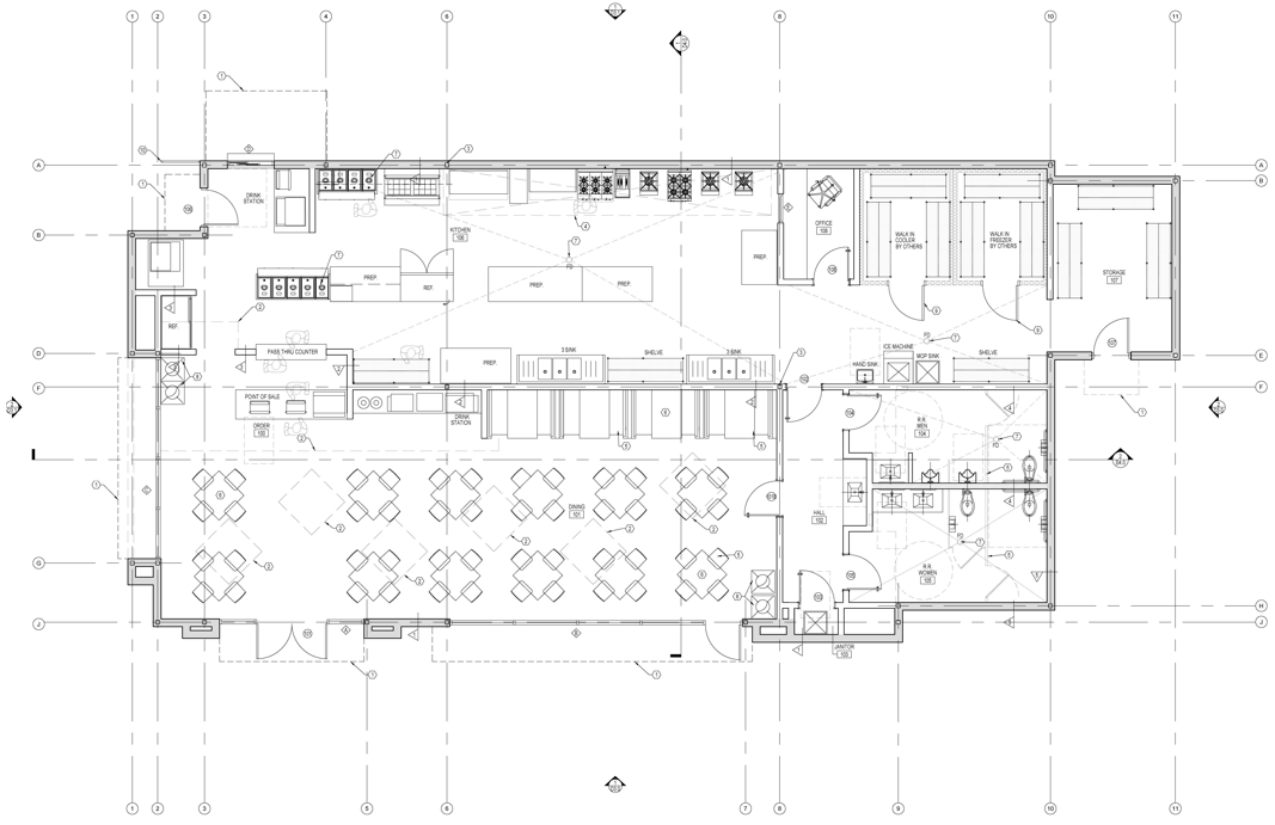
ZONING MAP



ATTACHEMENTS (PICTURES)



FLOOR PLAN

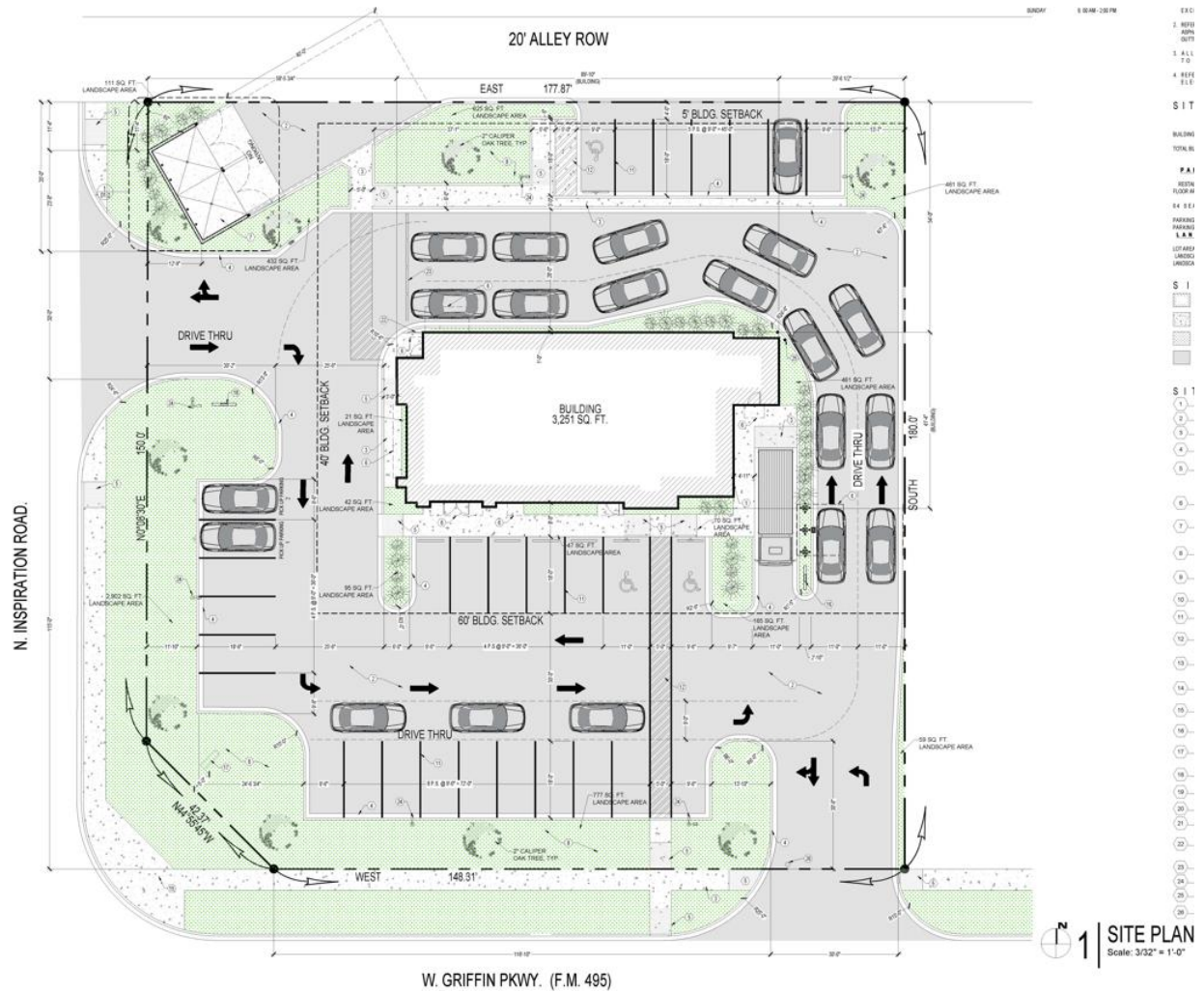


 **1** FLOOR PLAN
Scale: 1/4" = 1'-0"

AERIAL PHOTO



SITE PLAN – DRIVE-THRU SERVICE WINDOW



STAFF RECOMMENDATION

- Staff recommends Approval for Life of Use subject to:
- Must comply with all City Codes (Building, Fire, Health, etc.),
- Installation of a speed bump at the end of the ordering window,
- Acquisition of a business license prior to occupancy, and
CUP not be transferable to others

MAILOUT LIST

PROP_ID	file_as_na	addrDeliveryLine	addrCity	addrState	addrZip
582873	ATCP MISSION LLC	3578 LA PLAZA DR	BREA	CA	92823-6379
592223	HERNANDEZ GUSTAVO C & CAMILA GARZA	1801 LIZ DR	MISSION	TX	78574
305829	ORTIZ ROSENDO	PO BOX 1135	MISSION	TX	78573-0018
458629	TEXAS CONFERENCE ASSOC OF SDA	PO BOX 800	ALVARADO	TX	76009-0800
560367	REYES ISMAEL	1410 COCONUT PAL AVE	SAN JUAN	TX	78589-3936
560366	PRIMO REAL ESTATE LLC	707 W SIOUX RD	SAN JUAN	TX	78589-3475
560323	LEAL DIANA	1709 LIZ DR	MISSION	TX	78574-7321
560321	RAMOS HILARIO JR & ARSELIA G	1705 LIZ DR	MISSION	TX	78574-7321
560368	MARTINEZ JOSE S	710 W 24TH PL	MISSION	TX	78574-2751
560324	TRISTAN JULIO C & BATHSHEBA	1711 LIZ DR	MISSION	TX	78574-7321
560322	GUZMAN PABLO JR	2309 BETO DR	MISSION	TX	78574-7319
560325	ORTIZ FRANCISCO J & HERMELINDA	2301 FLORES DR	MISSION	TX	78574-7315
582923	VALERIA'S BAKERY LLC	716 E JERSEY MEADOW AVE	MCALLEN	TX	78503-1929
590226	GARCIA ELSA NORA & ALEJANDRO	1900 W 17TH ST	MISSION	TX	78572-0732
305837	OBREGON MONICA	1721 W GRIFFIN PKWY	MISSION	TX	78572-7306



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: June 9, 2025

PRESENTED BY: Xavier Cervantes, Director of Planning

AGENDA ITEM: Conduct a public hearing and consideration of a Conditional Use Permit for a Drive-Thru Service Window at the Mija Mercado Coffee Shop, being the West 50 feet of Lots 16, 17, and 18, Block 161, Original Townsite of Mission in a (C-3) General Business District, located at 214 E. Tom Landry, Suite B. Applicant: Natalie Garza, Adoption of Ordinance #_____ – Cervantes

NATURE OF REQUEST:

Project Timeline:

- May 12, 2025 – Application for Conditional Use Permit (“CUP”) submitted to the City.
- May 21, 2025 – In accordance with State and local law, notice of required public hearings was mailed to all property owners within 200 feet of the subject tract, and notice of public hearings was published in the Progress Times.
- June 4, 2025 – Public hearing and consideration of a Conditional Use Permit by the Planning and Zoning Commission.
- June 9, 2025 – Public hearing and consideration of a Conditional Use Permit by the City Council.

Summary:

- The subject site is located 100 feet West of Miller Avenue along the South side of E. Tom Landry Street.
- The applicant would like to utilize the existing drive-thru service window for the coffee shop.
- Access to the drive-thru service window would be from the one-way (Tom Landry Street) and exiting onto a paved/dedicated alley.
- Per Code of Ordinance, a drive-thru service window requires the approval of a Conditional Use Permit by the City Council.
- The proposed hours of operation are as follows: Monday – Sunday from 6:00 am to 10:00 pm.
- Staff: 3 employees
- Parking: In reviewing the floor plan, there are 12 seating spaces, which require 4 parking spaces (12 seating spaces/3 = 4 parking spaces). There is a total of 6 parking spaces on the side and rear of the building. Tom Landry shoulder will also be available for customer parking.
- Staff notes that this property is located within Mission’s Central Business District and is exempt from the parking requirements for existing structures.
- The Planning staff has not received any objections to the request from the surrounding property owners. Staff mailed out (20) legal notices to surrounding property owners.

- In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval to ensure that a use requested by a Conditional Use Permit is compatible and complementary to adjacent properties.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to compliance with the following conditions:

1. Life of the use approval with the understanding that the permit can be revoked due to non-compliance.
2. Continued compliance with all City Codes (Building, Fire, Health, Landscaping, etc.)
3. CUP is not to be transferable to others.
4. Hours of operation: Monday–Sunday from 6:00 am to 10:00 pm

Departmental Approval: Approval

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT FOR A DRIVE-THRU SERVICE WINDOW AT THE MIJA MERCADO COFFEE SHOP, BEING THE WEST 50 FEET OF LOTS 16, 17, AND 18, BLOCK 161, ORIGINAL TOWNSITE OF MISSION IN A (C-3) GENERAL BUSINESS DISTRICT, LOCATED AT 214 E. TOM LANDRY, SUITE B

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of June 4, 2025, the Planning and Zoning Commission of the City of Mission upon duly recognized motion and second, voted to recommend to the City Council that the conditional use permit shown below be granted.

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Monday, June 9, 2025, in the Council Chambers of the City Hall to consider the following conditional use permit:

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

Legal Description	Type	Conditions of Approval
214 E. Tom Landry, Suite B Lots 16, 17, and 18, Block 161, Original Townsite of Mission	Drive-Thru Service Window at the Mija Mercado Coffee Shop	<ol style="list-style-type: none"> 1. Life of the use approval with the understanding that the permit can be revoked due to non-compliance, 2. Must comply with all City Codes (Building, Fire, Health, Landscaping, etc.) 3. CUP not transferable to others 4. Hours of operation are Monday – Sunday from 6:00 am to 10:00 pm

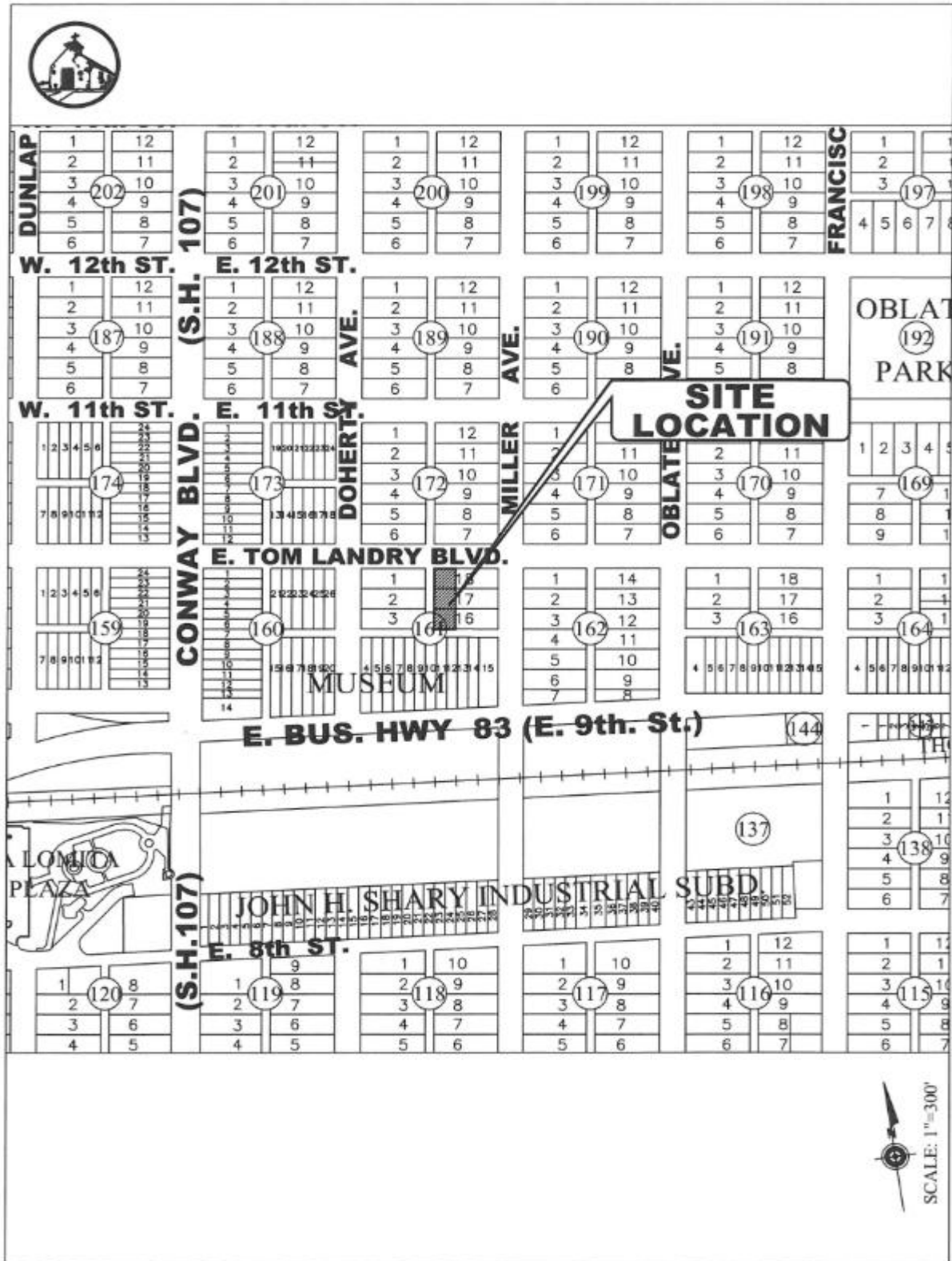
READ, CONSIDERED AND PASSED, this the 9th day of June, 2025.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

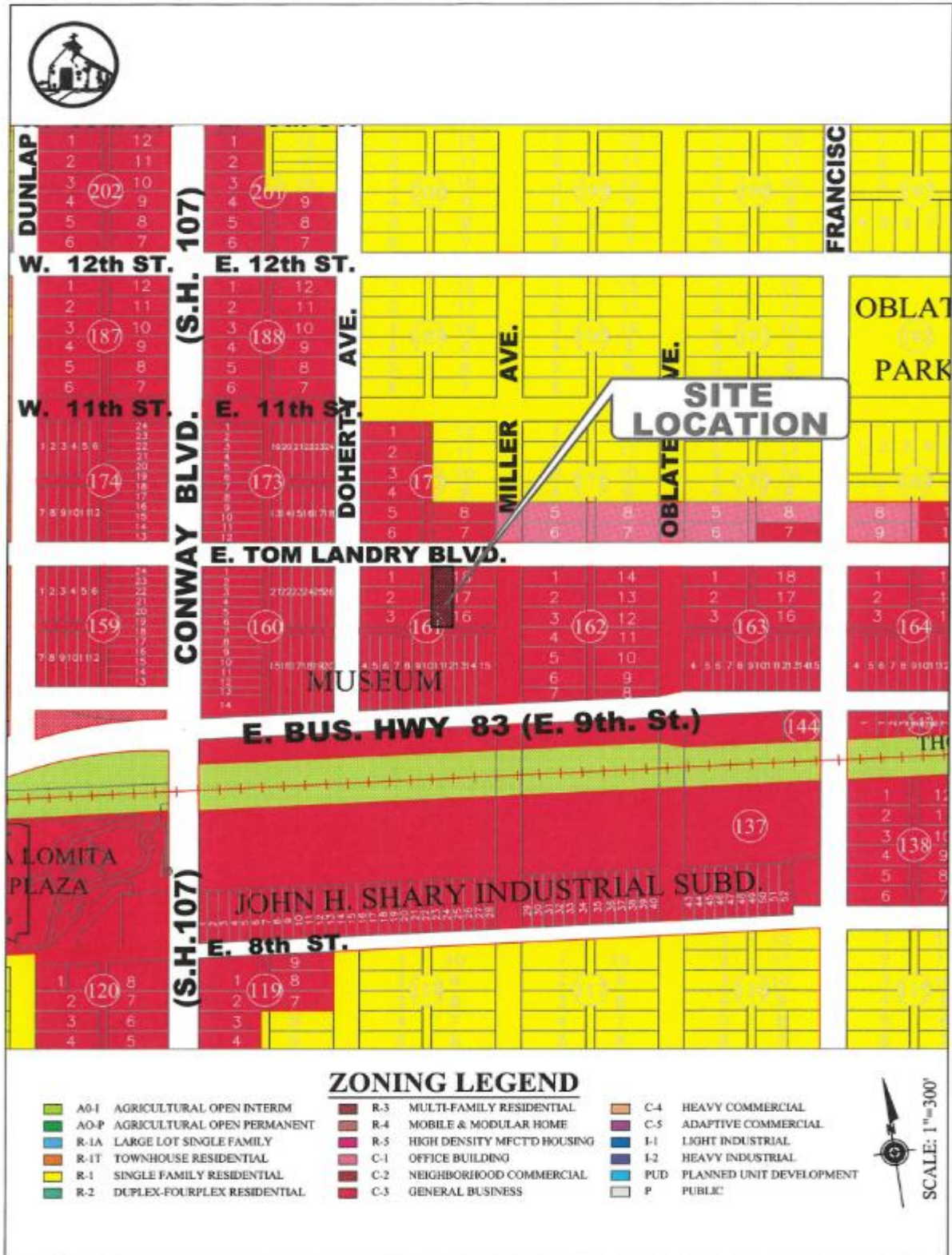
VICINITY MAP

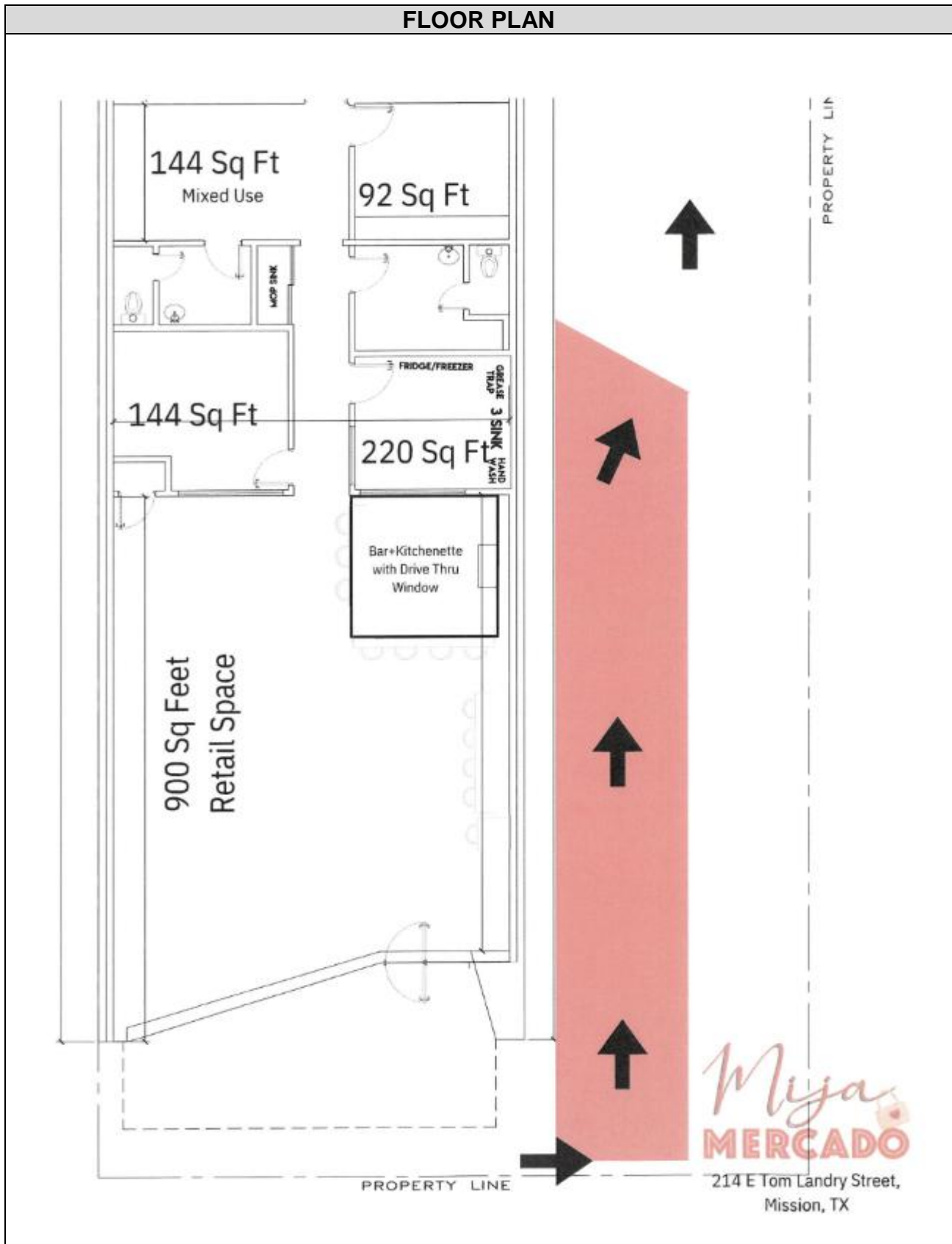


ARIEL MAP



ZONING MAP





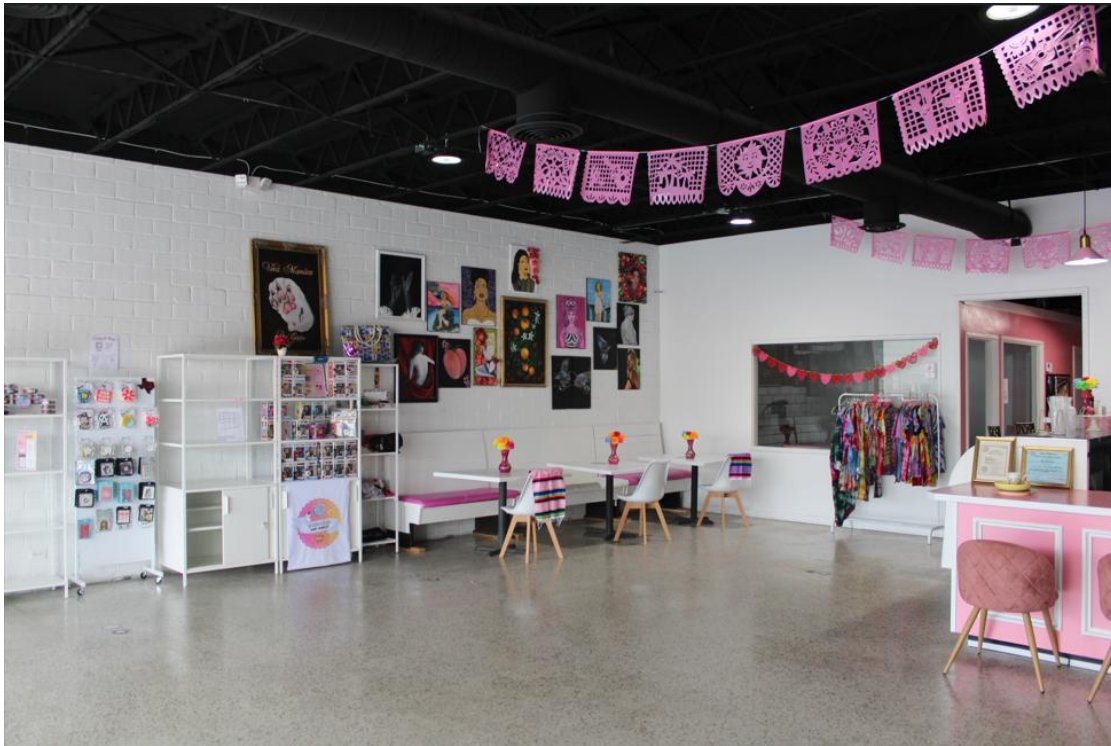
PICTURES



PICTURES



PICTURES



MENU

ITEM	
Drip Coffee	
Cold Brew Iced	
Dirty Soda	
Dirty Alani	
Lemonade	
Breakfast Sandwich	
Mini Pancakes In A Cup	
Hashbrown	
Smucker Syrup	
Muffins	
Broccoli & Cheese Soup	
Chicken Noodle	
Chicken Salad Sandwich Combo	
Peperoni Pizza (Small)	
Turkey Wrap Combo	
Hotdog Combo	

MAILOUT LIST

PROP_ID	file_as_na	addrDeliveryLine	addrCity	addrState	addrZip
239718	CITY OF MISSION	1201 E 8TH ST	MISSION	TX	78572-5812
567314	BALLESTEROS JOSE H & MARY H	2429 SUNSET LN	MISSION	TX	78572-4635
239812	ESPERICUETA PAT	3914 RIO GRANDE CARE RD	EDINBURG	TX	78541-4381
239811	ESPERICUETA PAT	3914 RIO GRANDE CARE RD	EDINBURG	TX	78541-4381
239724	QUEPOS FAMILY LTD PARTNERSHIP	911 MILLER AVE	MISSION	TX	78572-4137
239719	RODRIGUEZ RUBICELA L	3801 N GLASSCOCK RD	MISSION	TX	78573-8463
591673	CITY OF MISSION	1201 E 8TH ST	MISSION	TX	78572-5812
239727	PAMM FAMILY PROPERTIES LLC	617 BEAUMONT AVE	MCALLEN	TX	78501-2716
239728	SOUTHWESTERN BELL TELE	1010 PINE 9E-L-01	SAINT LOUIS	MO	63101
239813	CENTRO CRISTIANO BETHESDA	207 E TOM LANDRY ST	MISSION	TX	78572-4162
239816	SMARTCOM TELEPHONE LLC	600 ASH AVE	MCALLEN	TX	78501-2677
239817	SMARTCOM TELEPHONE LLC	600 ASH AVE	MCALLEN	TX	78501-2677
239815	GUTIERREZ HUGO H & SANDRA	1001 MILLER AVE	MISSION	TX	78572-4115
239814	LEAL JAVIER & MARIA D	1003 RAGLAND ST	MISSION	TX	78572
239720	SOLIS DANIEL JR	217 E 9TH ST	MISSION	TX	78572-4158
239730	UNITED STATES POSTAL SERVICE	475 LENFANT PLZ SW	WASHINGTON	DC	20260-0004
239802	KING GUERRA & DAVIS	830 VOLZ LN	MISSION	TX	78572-2935
239729	UNITED STATES POSTAL SERVICE	475 LENFANT PLZ SW	WASHINGTON	DC	20260-0004
239729	UNITED STATES POSTAL SERVICE	475 LENFANT PLZ SW	WASHINGTON	DC	20260-0004
1467109	KPGIN216 INVESTMENTS LLC	220 E TOM LANDRY ST	MISSION	TX	78572-4161
1467108	MUNOZ AUDREY J DBA JO-NIC & CO	2204 E 25TH ST	MISSION	TX	78574-7678



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: June 9, 2025

PRESENTED BY: Xavier Cervantes, Director of Planning

AGENDA ITEM: Plat Approval Subject to Conditions and consideration of a variance to the lot depth, width and area in a R-1 zone for the proposed Meadow Way at Meadow Creek Subdivision, A 0.551-acre, 0.615-acre, and 0.611-acre tracts of land, forming part of Meadow Creek Country Club Subdivision Phase 1-B, Developer: LAC Enterprises, Engineer: Benavides Engineering - Cervantes

NATURE OF REQUEST:

Project Timeline:

- April 15, 2025 – Preliminary Conference to discuss proposed plat, construction plans, and application process with developer and engineer.
- May 1, 2025 - Subdivision Application submitted to the City. Revisions to plans were resubmitted for follow-up review and additional comments by the Staff Review Committee (SRC).
- May 8, 2025 – Final review of plat and construction plans deemed complete by SRC.
- May 21, 2025 – Consideration of plat approval subject to conditions by the Planning and Zoning Commission.
- June 4, 2025 – Consideration of plat approval subject to conditions by the City Council.

Summary:

- Meadow Way at Meadow Creek Subdivision consists of a twenty-one single family residential lots and it is located within the Meadow Creek Country Club Subdivision Phase 1-B.
- This subdivision will have access to existing streets (Crystal Drive for tracts 2 & 3; Meadow Way Drive for tract 1), sewer and water main lines, and access to drainage detention ponds within the neighborhood. The Engineering Department has reviewed and approved the drainage report.
- These tracts of land were rezoned from AO-I to R-1 on February 14, 2024 by P&Z and approved by City Council on February 26, 2024.
- The required Capital Sewer Recovery Fees (\$200xlot), Park Fees (\$650xlot), Conveyance or Payment of Water Rights (\$3000xac.), and all other format findings will be complied with prior to the City Council approval.
- All items on the subdivision checklist will be addressed prior to the recording of the plat.
- Due to lot size restrictions, the developer is proposing to match to the existing surrounding lots which measure 40 feet by 80 feet. Proposed lots will average 40 feet to 45.46 feet in width and 79.92 feet and 90 feet in depth resulting in total areas of 3,736.67 square feet to 4,084.36 square feet, respectively, therefore requiring a variance from the zoning ordinance whereas the minimum lot width is 50 feet, minimum lot depth is 100 feet, and the minimum area is to be 5,000 square feet.

	PROPOSED LOT DEPTH	REQUIRED	PROPOSED LOT WIDTH	REQUIRED	PROPOSED LOT AREA	REQUIRED
LOT 1	88.89' - 89.04'	100'	42'	50'	3736.67	5000
LOT 2	59.04' - 89.20'	100'	42'	50'	3743.25	5000
LOT 3	89.20' - 89.36'	100'	42'	50'	3749.83	5000
LOT 4	89.36' - 89.51'	100'	42'	50'	3756.42	5000
LOT 5	89.51' - 89.67'	100'	42'	50'	3763	5000
LOT 6	89.67' - 89.83'	100'	42'	50'	3769.587	5000
LOT 7	89.83' - 90'	100'	45.42'	50'	4084.36	5000
LOT 8	90'	100'	45.46' - 45.49'	50'	4084.36	5000
LOT 9	90'	100'	42'	50'	3780	5000
LOT 10	90'	100'	42'	50'	3780	5000
LOT 11	90'	100'	42'	50'	3780	5000
LOT 12	90'	100'	42'	50'	3780	5000
LOT 13	90'	100'	42'	50'	3780	5000
LOT 14	90'	100'	42'	50'	3780	5000
LOT 15	80'	100'	40'	50'	3200	5000
LOT 16	80'	100'	40'	50'	3200	5000
LOT 17	80' - 79.92'	100'	*	50'	4172.64	5000
LOT 18	79.92'	100'	42'	50'	3356.64	5000
LOT 19	79.92'	100'	42'	50'	3356.94	5000
LOT 20	79.92'	100'	42'	50'	3356.64	5000
LOT 21	79.92'	100'	42.33' - 42.08'	50'	3371.91	5000

STAFF RECOMMENDATION:

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

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED:

_____ AYES

NAYS

DISSENTING

SUBDIVISION APPLICATION

OWNERS DEDICATION

I, LEONEL CANTU, THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON DESIGNATED HEREIN AS MEADOW WAY AT MEADOW CREEK SUBDIVISION, AN A CITY OF MISSION, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER (EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND I THEREIN EXPRESSED.

CITY SUBDIVISION

LAC ENTERPRISES
LEONEL CANTU, MANAGING MEMBER
5105A N. 10TH STREET
McALLEN TEXAS 78504

DATE

Name: LEONEL CANTU
Address: 5105A N. 10th Street
City: McAllen, Texas
Phone: 956-739-0830
Subdivision Name: _____
Meadow Way at Meadow Creek
Subdivision

5 ACRE PLAT OR LESS.....\$400
5+ ACRES.....\$500
Re-Plat Filing/Review\$300
Separate Subdivision variance/open cuts, etc. \$150
P&Z Date: _____ City Council Date: _____

20250309

Urban (City) X Suburban ETJ _____ Rural ETJ _____
Zone: R-1 Water Dist. City of Mission School Dist. _____

SINGLE FAMILY RESIDENTIAL

of Lots: Residential 21 Non-Residential 0 Common Areas/Lots 0
Water CCN: SWSC _____ LJWSC _____ MUD _____

WATER

0 L. F. of 0 Water Lines
0 L. F. of 0 Water Lines

Other: 21 proposed domestic service (3/4" meters)

Suburban MSR cost of water meters &
ETJ Only: Membership costs \$ _____

SEWER

0 L. F. of 0 Sewer Lines
0 L. F. of 0 Sewer Lines

Lift Sta: _____ N/A-Septic Use: N/A

Other: 21 proposed domestic sewer services (4")

Suburban ETJ Only: MSR cost of Septic Tanks
\$ _____

STREETS

0 L. F. of 0 Wide Streets
0 L. F. of 0 Wide Streets

Other: _____

STORM SEWER

0 L. F. of 0 Storm Lines
0 L. F. of 0 Storm Lines
0 L. F. of 0 Storm Lines

Revised 2023

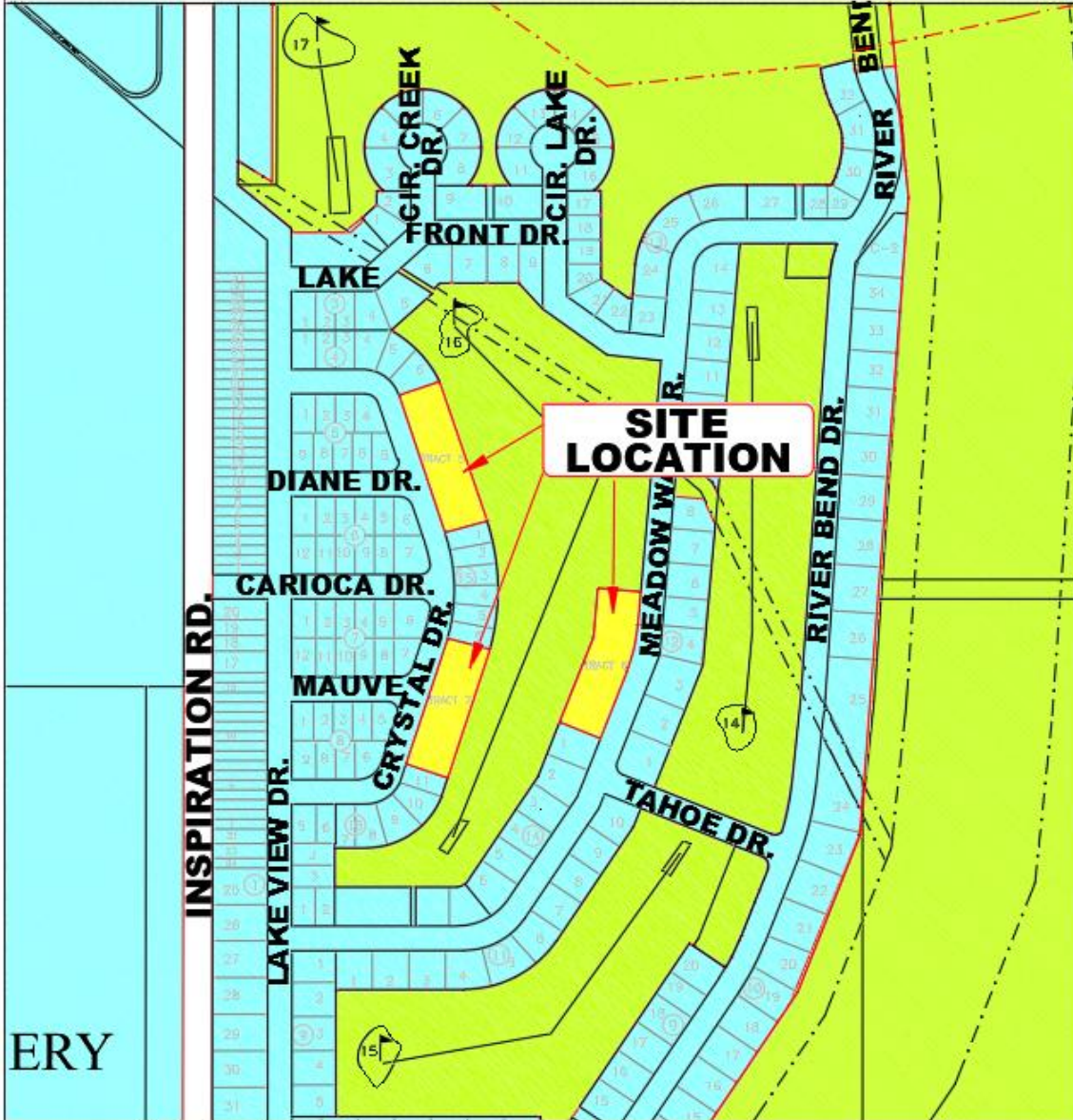
PLAT

[illegible]

AERIAL



ZONING MAP

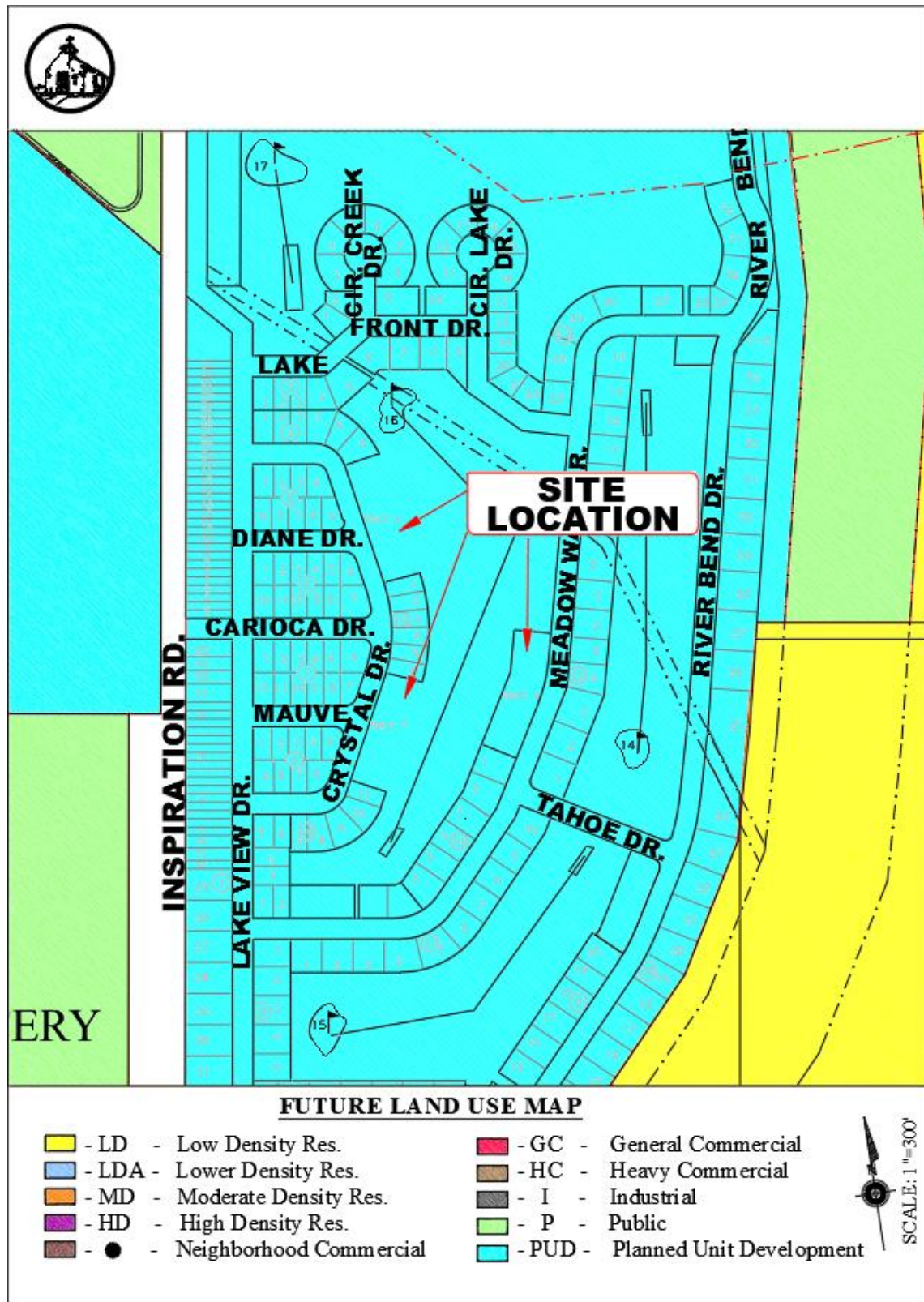


ZONING LEGEND

AO-I AGRICULTURAL OPEN INTERIM	R-3 MULTI-FAMILY RESIDENTIAL	C-4 HEAVY COMMERCIAL
AO-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



FUTURE LAND USE MAP





DRAINAGE REPORT

BENAVIDES

ENGINEERING

Drainage Statement
Meadow Way at Meadow Creek Subdivision
 City of Mission, Hidalgo County, Texas

Project Description and Location

The proposed Meadow Way at Meadow Creek Subdivision is a proposed 21 lot single family subdivision within Meadow Creek Country Club Phase 1-B Subdivision as per map or plat thereof recorded in Volume 25, Page 27, Map Records, Hidalgo County, Texas. This subdivision is composed of three separate tracts of land totaling 1.77 acres.


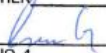
Two of the three tracts have frontage to Crystal Drive (public 50.0 right of way) and the third tract has frontage to Meadow Way Drive (public 50.0 right of way).

As per recorded Meadow Creek Country Club Phase 1-B Subdivision, the entirety of this new subdivision is within existing drainage areas that have been already accounted for stormwater runoff during the development of Meadow Creek Country Club Phase 1-B Subdivision.

At this moment, we are not alternating the use of the existing property nor the proposed use that will hinder additional stormwater runoff that were originally presented via Meadow Creek Country Club Phase 1-B Subdivision.

Please see the attached Meadow Creek Country Club Drainage statement by PHASE II Engineering that approved for Meadow Creek Country Club Phase 1-B Subdivision dated March 13, 1987.

Please reach out to Jerry Benavides, for any further questions, comments or concerns regarding this Meadow Way at Meadow Creek Subdivision.

<input type="checkbox"/> REJECTED	
<input checked="" type="checkbox"/> APPROVED FOR SUBMITTAL	
<input type="checkbox"/> TO H.C. PLANNING DEPT.	
<input type="checkbox"/> TO CITY	
<input checked="" type="checkbox"/> DISCHARGE PERMIT REQUIRED	
<input type="checkbox"/> DISTRICT FACILITY	
<input type="checkbox"/> CITY FACILITY	
<input type="checkbox"/> OTHER	
 H.C.D.D., NO. 1	
DATE 4-30-25	



VARIANCE REQUEST

BENAVIDES

ENGINEERING

P.O. Box 832
Alamo, Texas 78516
956-310-8373

Mr. Xavier Cervantes
Director of Planning - City of Mission
1201 E. 8th St.
Mission TX 78572

RE: Proposed Meadow Way at Meadow Creek Subdivision

Dear Mr. Cervantes,


I hereby request a variance to the minimum lot depth, width and area as specified in the amended *Appendix A- Zoning Article VII, - Use District, General, Section 1.371 – R1 Single Family Residential District 5*. Area Requirements: a. Minimum Lot area: (1) Internal Lot: 5,000 square feet; c. minimum lot frontage on a public street: (1) internal lot: 50 feet; and d. Minimum lot depth: 100 feet. Code of Ordinances – City of Mission Texas.

Due to land restrictions and existing site conditions, the available depth of the properties range from 79.92 feet to 90 feet; the proposed lots shall match the surrounding lot widths averaging from 40 feet to 45.46 feet; and as a result, the total areas will be of approximately 3,736.67 s.f. to 4,084.36 s.f.

Please feel free to reach out to me at jerry@benavideseng.com or at 956-310-8373 if there are further questions, comments and/or concerns.

Thank you for your time and consideration.

Respectfully,

 05/12/2025
Gerardo Benavides, P.E., CFM
Principal Engineer
Benavides Engineering, LLC



MEETING DATE: June 9, 2025

PRESENTED BY: Xavier Cervantes, Director of Planning

AGENDA ITEM: Plat Approval Subject to Conditions for the proposed Sendero Phase III Subdivision, being a resubdivision of 19.248 acres of land out of the South end or Porcion 52, PUD, Developer: Rhodes Development, Inc., Engineer: Melden & Hunt, Inc. - Cervantes

NATURE OF REQUEST:

Project Timeline:

- May 15, 2025 – Preliminary Conference to discuss proposed plat, construction plans, and application process with developer and engineer.
- May 22, 2025 - Subdivision Application submitted to the City. Revisions to plans were resubmitted for follow-up review and additional comments by the Staff Review Committee (SRC).
- May 29, 2025 – Final review of plat and construction plans deemed complete by SRC.
- June 4, 2025 – Consideration of plat approval subject to conditions by the Planning and Zoning Commission.
- June 9, 2025 – Consideration of plat approval subject to conditions by the City Council.

Summary:

- The property is part of a Master Plan.
- This site is currently open with a proposed use of 101 residential lots and 1 common area
- This subdivision will have access from Sendero Subdivision Phase I-B by an existing street (Moorefield Rd.) being a paved 32' B-B street within a 50' ROW. All other streets will comply with subdivision regulations and City standards.
- The sanitary sewer and main water lines will be extended and looped accordingly from the adjacent developments to and thru the subdivision to collect and provide service to all lots.
- Surface runoff from the lots and the proposed streets will be caught by inlets and conveyed into a proposed system of detentions ponds and discharge in the Perezville Drain. The Engineering Department has reviewed and approved the drainage report.
- The required Capital Sewer Recovery Fees (\$200xlot), Conveyance or Payment of Water Rights (\$3000xac.), and all other format findings will be paid prior to subdivision recording.
- No Park Fees – Mike Rhodes dedication of land satisfies the park dedication ordinance.
- All items on the subdivision checklist will be addressed prior to the recording of the plat.

STAFF RECOMMENDATION:

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

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE:**APPROVED:**

DISAPPROVED:

TABLED:

_____ AYES

_____ NAYS

_____ DISSENTING _____

SUBDIVISION APPLICATION

CITY OF MISSION SUBDIVISION APPLICATION



Name: Rhodes Development, Inc.
 Address: 200 s. 10th Street, Suite 1700
 City: McAllen, TX 78501
 Phone: (956) 287- 2800
 Subdivision Name: _____
 Sendero Phase III

PLAT FEES

5 ACRE PLAT OR LESS.....\$400
 5+ ACRES.....\$500
 Re-Plat Filing/Review\$300
 Separate Subdivision variance/open cuts, etc. \$150
 P&Z Date: _____ City Council Date: _____

Urban (City) X Suburban ETJ _____
 Zone: PUD Water Dist. HCID#18
 La Joya ISD _____

15075601
 1201 E. 8TH ST

of Lots: Residential 101 Non-Residential _____
 Water CCN: SWSC _____ LJWSC _____

REC#: 06301468 5/22/2025 2:09 PM
 OPER: RA TERM: 053
 REF#: 037217

WATER

3,154 L. F. of 8" Water Lines
 _____ L. F. of _____ Water Lines

Other: _____

Suburban MSR cost of water meters &
 ETJ Only: Membership costs \$ _____

3,423

TRAN: 550.0000 BUSINESS LICENSE
 20250419-05/22/25 RHODES DEVELOPMENT INC
 SENDERO PH III 500.00CR

TENDERED: 500.00 CHECK
 APPLIED: 500.00-

Lift Sta: _____
 CHANGE: _____ 0.00

Other: _____
 Suburban ETJ WATER CONSERVATION STAGE 2
 THANK YOU AND HAVE A GREAT DAY!

\$ _____

STREETS

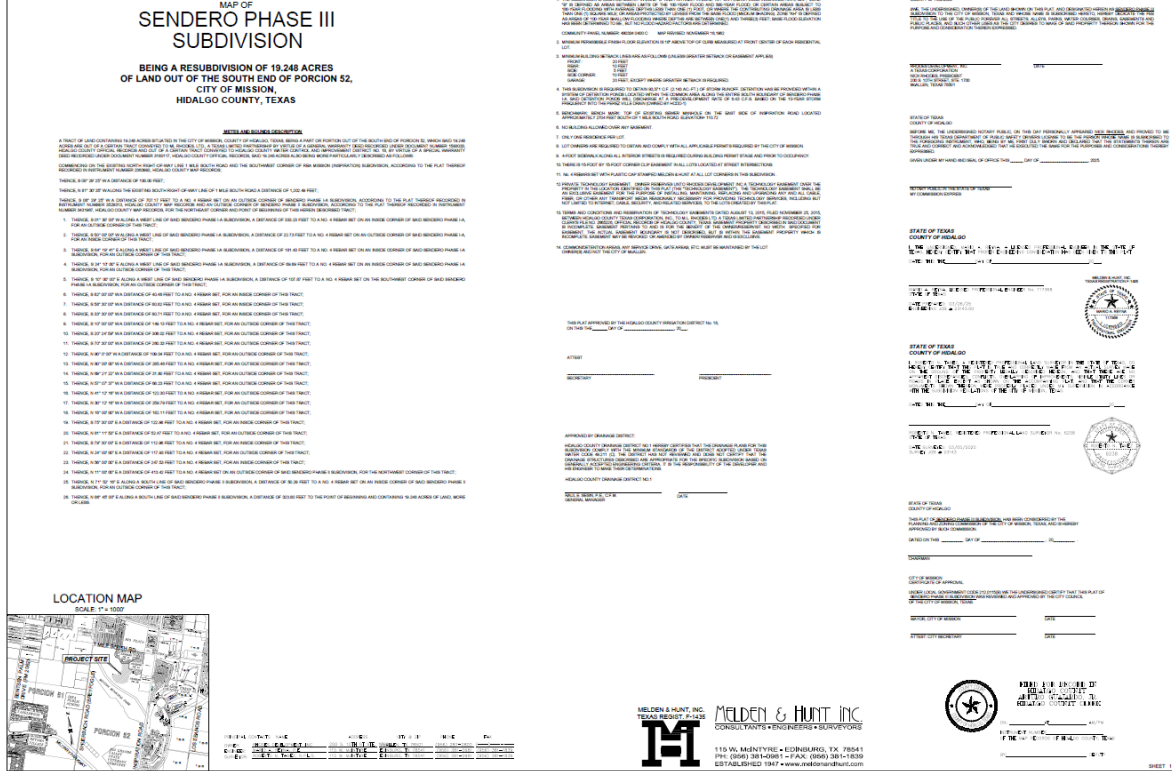
2,476 L. F. of 32' Wide Streets
 _____ L. F. of _____ Wide Streets

Other: _____

STORM SEWER

1,001 L. F. of 24" Storm Lines
587 L. F. of 30" Storm Lines
35 L. F. of 36" Storm Lines

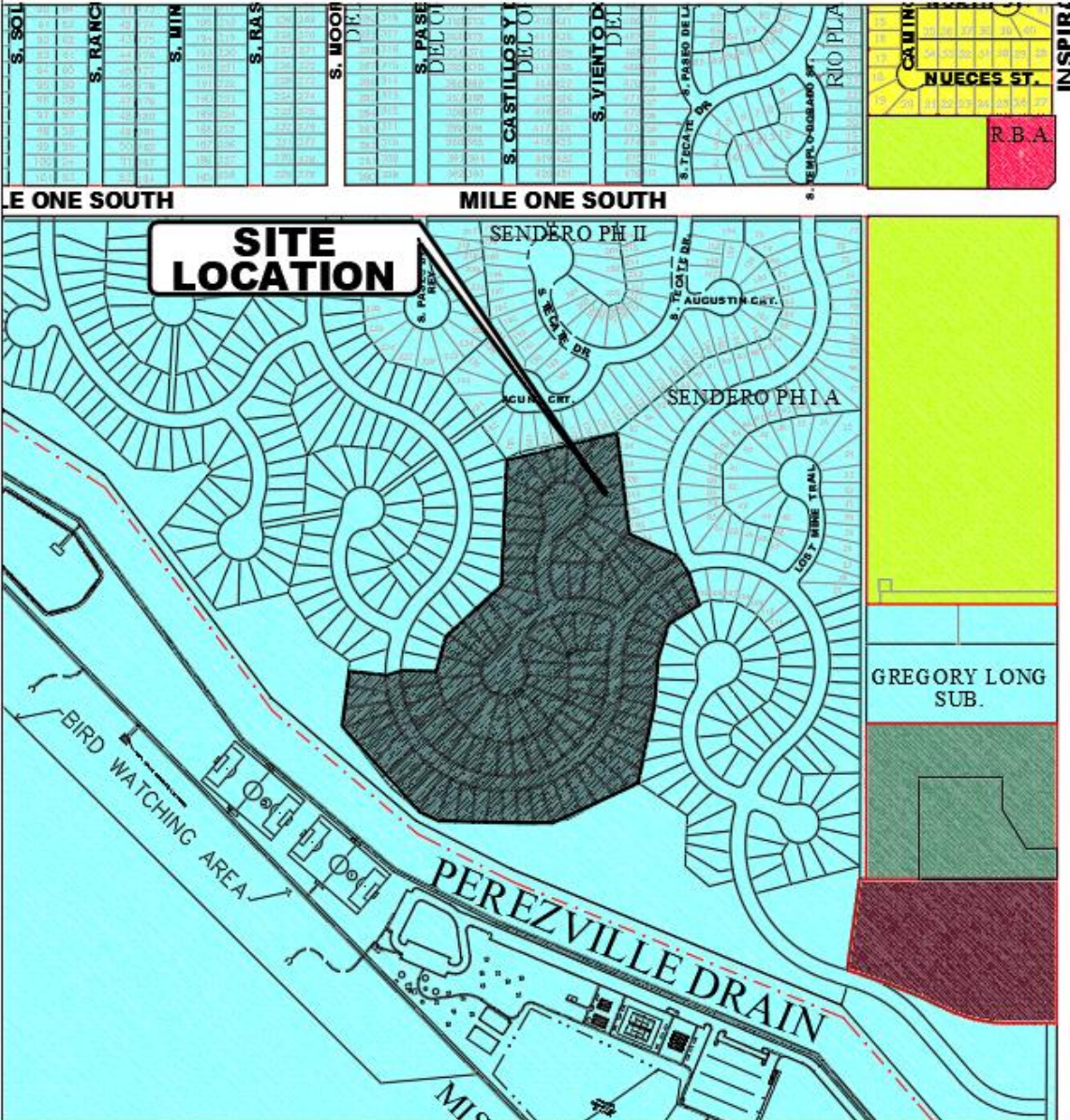
Revised 2023



AERIAL



ZONING MAP



ZONING LEGEND

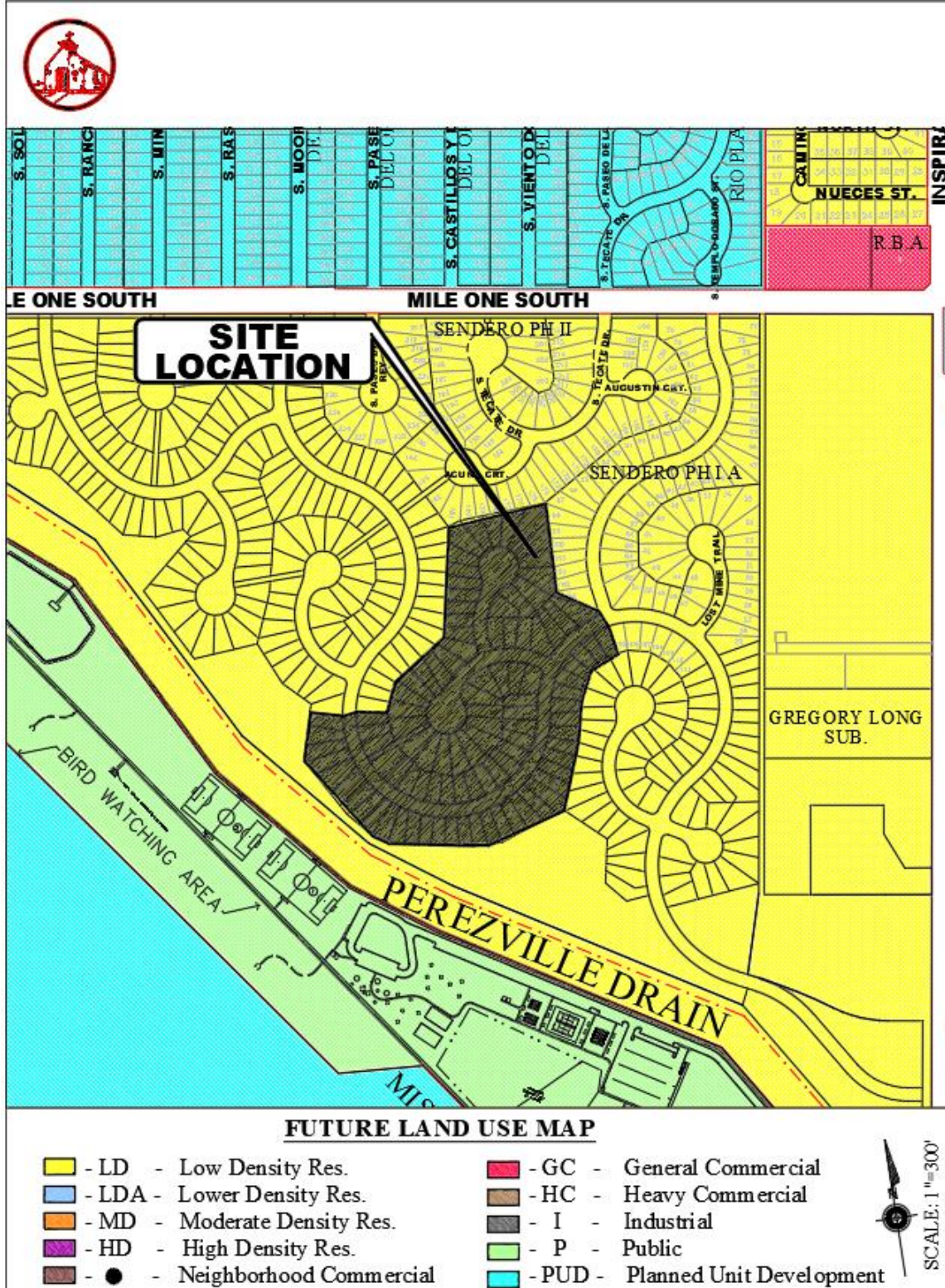
- AO-1 AGRICULTURAL OPEN INTERIM
- AO-P AGRICULTURAL OPEN PERMANENT
- R-1A LARGE LOT SINGLE FAMILY
- R-1T TOWNHOUSE RESIDENTIAL
- R-1 SINGLE FAMILY RESIDENTIAL
- R-2 DUPLEX-FOURPLEX RESIDENTIAL

- R-3 MULTI-FAMILY RESIDENTIAL
- R-4 MOBILE & MODULAR HOME
- R-5 HIGH DENSITY MFCT'D HOUSING
- C-1 OFFICE BUILDING
- C-2 NEIGHBORHOOD COMMERCIAL
- C-3 GENERAL BUSINESS

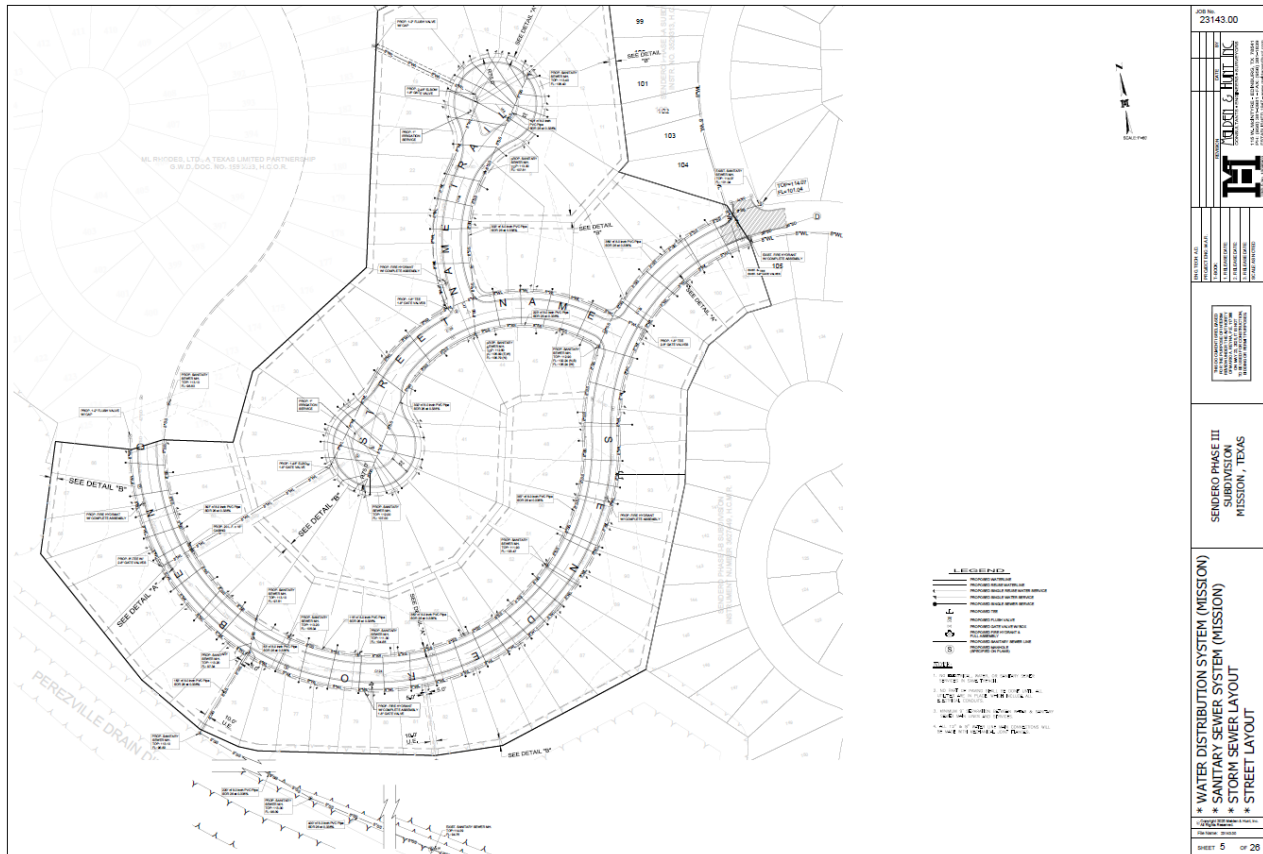
- C-4 HEAVY COMMERCIAL
- C-5 ADAPTIVE COMMERCIAL
- I-1 LIGHT INDUSTRIAL
- I-2 HEAVY INDUSTRIAL
- PUD PLANNED UNIT DEVELOPMENT
- P PUBLIC



FUTURE LAND USE MAP



UTILITY LAYOUTS



DRAINAGE REPORT



TBPELS Firm # F-1435
TBPELS # 10098900

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS
MARIO A. REYNA • ALLAN F. BOOE • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ

Drainage Statement SENDERO PHASE III SUBDIVISION Project #23143.00 Date: March 26, 2025

SENDERO PHASE III SUBDIVISION A tract of land containing 19.248 acres situated in the City of Mission, Hidalgo County, Texas, being a part or portion out of the South end of Porcion 52, in the City of Mission, Hidalgo County, Texas. This subdivision lies mostly in Zone "B" and partially in Zone "AH". Zone "B" is defined as areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot, or where the contributing drainage area is less than one (1) square mile; or areas protected by levees from the base flood (medium shading). Zone "AH" is defined as areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; base flood elevation has been determined to be 1130, but no flood hazard factors are determined. Community Panel No. 480334 0400 C; Map Revised: November 16, 1982. The property is located on the northeast corner of Sprague Road & Bicentennial Blvd. The property is currently open with a proposed use of 101 residential lots and 1 common area. Currently inside the City of Mission, Texas.

The soils in this area are (20) Harlingen clay, saline "D" rating, (28) Hidalgo sandy clay loam with "B" rating. For the purpose of this report we will use rating "B" in Hydrologic Group Soils. Hidalgo Sandy clay loam has moderate infiltration rate when thoroughly wet. This soil consist chiefly of moderate fine texture to moderate coarse texture and has a moderate rate of water transmission (56) Reynosa silty clay loam "C" rating, having a low infiltration rate when thoroughly wet, (65) Runn silty clay "C" rating. (See excerpts from "Soil Survey of Hidalgo County, Texas).

Existing runoff is in a northeasterly direction, with a runoff of 8.61 c.f.s. during the 10-year storm frequency as per the attached calculations. Proposed runoff after development is 45.32 c.f.s., during the 50-year storm frequency, per the attached calculation, which is an increase of 36.71 c.f.s.

In accordance with the City of Mission's drainage policy, the proposed storm drainage system for this subdivision will consist of multiple curb inlets placed at strategic locations interconnected with storm pipes ranging in size from 24" to 54", see Flow Rate Determination Tables for sizing and design slope. Surface runoff from the lots and the proposed streets will be caught by said inlets and conveyed via said storm lines into a proposed system of detention ponds within a common area along the entire south boundary. Said detention ponds will discharge at a pre-development rate of 6.43 c.f.s. based on the 10-year storm frequency into the Perezville Drain (owned by HCDD-1) adjacent to south side of this property. This development is included in Drainage Basins 26 & 32 of the Bentsen Palms Master Drainage Study (see attached Drainage Area Map). Said Perezville Drain has an ultimate outfall into the Mission Pilot Channel system of the HCDD-1 via a 5'x5' box culvert under the United Main Canal. In accordance with the City's drainage policy, the difference between pre and post development storm runoff shall not increase during the 10-100 year rainfall event... (continued next page)


DRAINAGE REPORT

Therefore, as per attached calculations, and in accordance to the Approved Master Drainage Plan for the development, the required detention of 93,371 c.f. (2.143 ac-ft) has already been provided within said detention ponds with a design detention capacity of 674,185 c.f. Additionally the widening of the Perezville Drain ditch has been completed as requested by HCDD-1 (see widening detail). The overall master plan has been developed in accordance with City and County requirements.





Mario A. Reyna, P.E. #117368 Date:

<input type="checkbox"/> REJECTED <input checked="" type="checkbox"/> APPROVED FOR SUBMITTAL <input type="checkbox"/> TO H.C. PLANNING DEPT. <input type="checkbox"/> TO CITY <input type="checkbox"/> DISCHARGE PERMIT REQUIRED <input type="checkbox"/> DISTRICT FACILITY <input type="checkbox"/> CITY FACILITY <input type="checkbox"/> OTHER _____	
H.C.D. NO. 1 _____	DATE 4-5-25



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: June 9, 2025

PRESENTED BY: Sydney Hernandez, Media Director

AGENDA ITEM: Approval of Media Upgrade Purchase and Installation for City Hall through Nelco Media, Inc. via TIPS Contract # 230105 at a Total Cost of \$219,986.94 utilizing – PEG funds - Hernandez

NATURE OF REQUEST:

City staff recommends proceeding with the purchase and installation of upgraded audio-visual media equipment for the City Council Chambers, Lobby, Conference Room, and Control Room to enhance public meeting accessibility, improve streaming/broadcast capabilities, and ensure reliable performance of city communications infrastructure.

This procurement will be conducted utilizing a cooperative purchasing agreement through the TIPS (The Interlocal Purchasing System) contract, ensuring compliance with procurement regulations and access to competitively priced services.

The cost for the purchase and installation is \$219,986.94 utilizing PEG Funds.

BUGETED: No **FUND:** PEG **ACCT. #:** 30-410-74950

BUDGET: \$266,000 **EST. COST:** \$219,986.94 **CURRENT BUDGET BALANCE:** \$233,717

BID AMOUNT: _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

Nelco Media LLC
505 Howard St
TX US
+12106862918
sales@nelcomedia.net



Quote

ADDRESS

City of Mission
Finance/Purchasing Dept
1201 East 8th Street
Mission Texas 78572

SHIP TO

City of Mission
Media Relations
1201 East 8th Street
Mission Texas 78572
Attn: Judith Garcia

QUOTE # 2548

DATE 05/27/2025

PO

Mission-Chamber HDTV Project

ACTIVITY	SKU	QTY	RATE	AMOUNT
5-27-25 Updated to reflect changes Requested and/or Determined after On-Site Meeting on 5-1-25 *				
Electronics Hardware, Software and Professional Services Needed for a Turn-Key Upgrade to the City of Mission Council Chamber Video and Audio System's Infrastructure **				
Nelco TIPS Vendor #4967	TIPS Contract #230105	1	0.00	0.00
Equipment Sales and/or Services as per Below Detail: **				
Council Chamber Equipment:				
Ross PTZ-12G Integrated PTZ Camera in Black	PTZ-12G-BLACK	5	1,500.00	7,500.00
PTZ-12G Integrated PTZ Camera in Black				
Ross Video PTZ-WB-BLACK	PTZ-WB-BLACK	5	425.00	2,125.00
Wall Mount Bracket for Ross PTZ-12G-BLACK Pivot PTZ Camera				
QSC AD-S8TWA	AD-S8TWA	4	755.00	3,020.00
2 Way 8" Wall/Flush Mount Speaker, White				
QSC-ADSSATBK	QSC-ADSSATBK	8	125.00	1,000.00
2.75" Satellite surface Personal speaker, 16ohm				
AV Pro Edge AC-FRESCO-CAP-4	AC-FRESCO-CAP-4	2	1,599.00	3,198.00
2x2 Monitor Wall Processor (4 Screens)				
AV Pro Edge AC-EX70-444-KIT	AC-EX70-444-KIT	2	1,099.00	2,198.00
HDBaseT 4K HDMI Video Extender over Cat 5/6 Cabling with POE at Receiver				
QSC High Definition Touch Screen Controller (Black) - TSC-101-G3	TSC-101-G3	2	3,165.00	6,330.00

Remittance Address:
Nelco Media, Inc.
PO Box 12301
SA TX 78212-0301

ACTIVITY	SKU	QTY	RATE	AMT
Q-SYS Gen 3 10" high-performance network touch screen controllers. PoE-capable				
QSC TableTop Mount (For TSC-70-G3& TSC-101-G3)	TSC-710t-G3	2	455.00	910.00
Table top mounting accessory for TSC-70-G3& TSC-101-G3.				
Logitech Tap IP Touch Controller (10.1", Graphite)	952-000085	1	699.00	699.00
IP Touch Controller integrates a one-touch join seamless meeting controller with 10.1" touchscreen				
Samsung LS24AG320NNXZA	LS24AG320NNXZA	1	245.00	245.00
24" Odyssey Display (For Presentation Podium, includes Keyboard/Mouse)				
AV Pro Edge AC-EX40-444-PLUS-KIT	AC-EX40-444-PLUS-KIT	1	1,495.00	1,495.00
HDMI and USB Extender utilizing Category 5/6 Network Cabling				
Nelco Media Custom Panel	NMCP	1	175.00	175.00
Nelco Media Custom I/O Panel with HD-SDI Video Input for Mission Floor Camera use and Video/Audio Output for Press Feed				
**				
Lobby Equipment:				
Sony FW85BZ30L	FW85BZ30L	2	3,075.00	6,150.00
Professional Series Bravia 85" 4k/UHD Display with HDR, TCP/IP Control and Android OS				
AV Pro Edge AC-EX70-444-KIT	AC-EX70-444-KIT	2	1,099.00	2,198.00
HDBaseT 4K HDMI Video Extender over Cat 5/6 Cabling with POE at Receiver				
QSC AD-S8TWA	AD-S8TWA	2	755.00	1,510.00
2 Way 8" Wall/Flush Mount Speaker, White				
**				
Conference Room Equipment:				
AV Pro Edge AC-EX70-444-KIT	AC-EX70-444-KIT	2	1,099.00	2,198.00
HDBaseT 4K HDMI Video Extender over Cat 5/6 Cabling with POE at Receiver				
QSC High Definition Touch Screen Controller (Black) - TSC-101-G3	TSC-101-G3	1	3,165.00	3,165.00
Q-SYS Gen 3 10" high-performance network touch screen controllers. PoE-capable				
QSC TableTop Mount (For TSC-70-G3& TSC-101-G3)	TSC-710t-G3	1	455.00	455.00
Table top mounting accessory for TSC-70-G3& TSC-101-G3.				
Shure MX418D/S	MX418D/S	1	375.00	375.00
18" Gooseneck Mic with Desktop Base, SuperCardioid (Matches Units on Dais in Chamber)				
Nelco Media Custom Panel	NMCP	1	1,075.00	1,075.00

Remittance Address:
Nelco Media, Inc.
PO Box 12301
SA TX 78212-0301

ACTIVITY

SKU

QTY

RATE

AMT

Nelco Media Custom Panel with QSC
UNDX2IO+ 2 Channel Bi-Directional Audio
Interface with Mic PreAmps

**

Control Room Equipment:

**Ross Carbonite Ultra Solo All In One Production
switcher**

CU-SOLO

1

9,995.00

9,995.00

Carbonite Ultra Solo All In One Production
switcher

Ross Video - CUF-PSU

CUF-PSU

2

675.00

1,350.00

Carbonite Ultra Standard Power Supply

Ross Video - XDS0-0001-CPS

XDS0-0001-CPS

1

0.00

0.00

XPression LiveCG Software Only License

Skaarhoj PTZ-PRO-V2

PTZ-PRO-V2

1

2,799.00

2,799.00

PTZ Joystick Controller

**Sony 43 Bravia Professional Display FW-
43BZ30J**

FW-43BZ30J

1

1,170.00

1,170.00

FW55BZ30L 55-inch BRAVIA

**Blackmagic Design -
CONVCMIC/SH03G/WPSU -Micro Converters
with power supplies are sold in individual
Micro Converter SDI to HDMI 3G with PSU**

CONVCMIC/SH03G/WPSU

1

60.00

60.00

Dell All-in-One-i7

All-in-One-i7

1

2,295.00

2,295.00

Optiplex All-in-One Windows 11 Pro CPU & 24"
Monitor with i7 14700 Processor, 16GB DDR5
Ram, 512GB SSD
(Presentation CPU's)

Dell Optiplex-Small-Plus-i9

Optiplex-Small-Plus-i9

1

2,495.00

2,495.00

Optiplex Small Form Factor Plus Windows 11
Pro CPU with i9 14900 Processor, 32GB DDR5
Ram, 1TB SSD
(Zoom CPU)

Dell Optiplex-Small-Plus-i9

Optiplex-Small-Plus-i9

1

2,695.00

2,695.00

Optiplex Small Form Factor Plus Windows 11
Pro CPU with i9 14900 Processor, 32GB DDR5
Ram, 1TB SSD, NVIDIA Graphics Card
(Xpression CPU)

Samsung LS24AG320NNXZA

LS24AG320NNXZA

3

199.00

597.00

24" Odyssey Display

RCP-ME

RCP-ME

1

1,265.00

1,265.00

Ethernet Enabled Button per Source Router
Control Panel

Blackmagic Design - Hyperdeck Studio Mini

HYPERD/STM

1

695.00

695.00

Blackmagic Design - Hyperdeck Studio Mini
record/playback deck that can also be
rackmounted, It records to two SD card slots

Yamaha TF1 Digital Mixing Console

TF1

1

2,399.00

2,399.00

40 Channel Digital Mixer with 16 Analog
XLR/TRS Mic/Line Inputs, 2 RCA Stereo Inputs,
16 Analog XLR Outputs

Remittance Address:

Nelco Media, Inc.

PO Box 12301

SA TX 78212-0301

ACTIVITY	SKU	QTY	RATE	AMT
Per-Channel EQ /Comp 34x34 Recording to Computer via USB 2.0				
Yamaha NY64-D Dante Digital Interface Card Dante Interface Card for TF Series Consoles	NY64D	1	499.00	499.00
KRK Rokit 5 G4 RP5G4 5" Powered Studio Reference Monitor Speakers Pair Professional grade 5" bi-amplified studio monitor (Sold as a Pair)	RP5G4	1	425.00	425.00
Gilbert Design PROD-CONSOLE-5 4 Bay Production Console with 3RU Monitor Bridge and UnderCounter Rack	PROD-CONSOLE-5	1	7,750.00	7,750.00
**				
Central Equipment Racks Video Hardware:				
Ross Video - ULTRIX-NS-FR1 Ultrix New Style 1RU Frame w/ 16x16 plus 2 AUX (Ultrimix and Ultriclean included)	ULTRIX-NS-FR1	1	11,750.00	11,750.00
RCP-ME Ethernet Enabled Button per Source Router Control Panel	RCP-ME	1	1,265.00	1,265.00
Ross Video - ULTRIX-PS Redundant power supply	ULTRIX-PS	2	705.00	1,410.00
Ross Video Ultrimix-Dante 64 Channel Dante License for Ultrix Router	Ultrimix-Dante	1	1,345.00	1,345.00
Ross Video SFP-RJ45-1G Ultrix Gigabit SFP for Dante (Aux Slot C Only)	SFP-RJ45-1G	1	210.00	210.00
Ross Video - ULTRISCAPE Ultriscape Multiviewer License (The Above Item will be included if Budget allows after Engineering's Final System Design is Completed)	ULTRISCAPE	0	5,695.00	0.00
Ross 3G SDI HD-BNC tranceiver SFP 3G SDI SFP for Ultrix I/O Card	SFP-HDB-IO-3G	1	315.00	315.00
Dell Optiplex-Small-Plus-i9 Optiplex Small Form Factor Plus Windows 11 Pro CPU with i9 14900 Processor, 32GB DDR5 Ram, 1TB SSD (For Engineering use in both Rack Room and Control Room)	Optiplex-Small-Plus-i9	1	2,495.00	2,495.00
Middle Atlantic RM-KB 1RU Rackmount Slideout Drawer with USB Keyboard	RM-KB	1	595.00	595.00
Middle Atlantic RM-LCD Rackmount Bracket with Pivoting Knuckle for LCD Display	RM-LCD	1	165.00	165.00
Ross Video - OGX-FR-CN openGear OGX Frame with Cooling and Advanced Networking	OGX-FR-CN	2	2,785.00	5,570.00
Ross Video - PS-OGX 600 Watt Universal Power Supply for OGX	PS-OGX	2	945.00	1,890.00

Remittance Address:
 Nelco Media, Inc.
 PO Box 12301
 SA TX 78212-0301

ACTIVITY	SKU	QTY	RATE	AMT
Frame				
Ross Video UDA-8705A-R2L Analog Video Utility DA with 20-slot frame rear module, R2L-8705, Looping Input	UDA-8705A-R2L	2	495.00	990.00
AJA OG-3GDA-2x4 Open Gear Dual 1x4 3G HD SDI Distribution Amplifier Card	OG-3GDA-2x4	4	695.00	2,780.00
AJA OG-HI5-4K-PLUS Open Gear HD SDI to HDMI Converter Card	OG-HI5-4K-PLUS	8	835.00	6,680.00
AJA OG--ROI-HDMI Open Gear Video Signal Scaler with HDMI Input and SDI Output	OG--ROI-HDMI	2	1,245.00	2,490.00
AJA U-TAP HDMI to USB 3.0 Capture Device The AJA U-TAP HDMI USB 3.0 capture devices brings professional connectivity and high quality video capture to your laptop or workstation. U-TAP HDMI is bus powered .	U-TAP HDMI	2	345.00	690.00
Ross Video SPG-8260-W-R2 Open Gear Sync/Reference Generator with Black Burst, Tri-Level and Word Clock	SPG-8260-W-R2	1	2,845.00	2,845.00
**				
Central Equipment Racks Network Hardware:				
Netgear AV Line M4250 GSM4230UP 24-Port Gigabit PoE++ Compliant Managed Network Switch with SFP M4250-26G4F-POE++ 24-Port Gigabit PoE++ Compliant Managed Network Switch with 24 rear-facing 60W PoE++ compliant RJ45 ports with a 1440W power budget and 4 Gigabit SFP uplink slots	GSM4230UP-100NAS	2	2,495.00	4,990.00
**				
Central Equipment Racks Audio Hardware:				
QSC-CORE110FV2 Unified Core with 24 local audio I/O cha Unified Core with 24 local audio I/O channels: 8 Inputs, 8 Outputs & 8 Flex Channels	QSC-CORE110FV2	1	4,165.00	4,165.00
QSC-SLDAN32P Q-SYS Software-based Dante 32x32 Channel	QSC-SLDAN32P	1	915.00	915.00
QSC Q-SYS Core 110 UCI Deployment Software License, Perpetual UIL Control License with Native integration with IT infrastructure	SLQUD-110-P	1	245.00	245.00
QSC Scripting Licenses QSYS Scripting License	QSC-SLQSE110P	1	465.00	465.00
QSC 60x Amp 4 Channel 60 Watt Amplifier with QLAN Capabilities for Signal Integration	QSC-SPAQF60X4	2	1,685.00	3,370.00
QSC 8-Channel 1000W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp™, with Mic/lin	CX-Q 8K8	1	7,285.00	7,285.00

Remittance Address:
 Nelco Media, Inc.
 PO Box 12301
 SA TX 78212-0301

ACTIVITY	SKU	QTY	RATE	AMOUNT
8CH Power Amplifier with up to 8000 W of total maximum power. Low-Z, 70 V or 100 V direct drive are available on all channels.				
WILLIAMS WF SYS2C	WILLIAMS WF SYS2C	1	3,493.00	3,493.00
Wi-Fi assistive listening system including: 1)WF T5C Wifi Base Station 6)WF R2 Wifi Receivers 1) WF Charging Station				
**				
Installation Services and Materials:				
Nelco Media Installation Services	NMIS	5	1,050.00	5,250.00
Nelco Media Off-Site Pre-Build Installation Services				
Nelco Media Installation Services	NMIS	5	7,800.00	39,000.00
Nelco Media Turn-Key Installation Services utilizing Crew Size of 6 (Priced per 10 Hour Day)				
Nelco Travel Expenses	Travel T&E	5	1,150.00	5,750.00
Trip #1 Estimated Travel Expenses - Crew Travel Time Accommodations Per Diem				
Nelco Media NMCS	NMCS	2	1,995.00	3,990.00
Nelco Media Configuration & Commissioning Services				
Nelco Media NMQSYS	NMQSYS	2	1,995.00	3,990.00
Nelco Media QSC QSYS Configuration, Commissioning and Acoustical Venue Tuning				
Nelco Media Training (On-Site)	NMTOS	1	1,995.00	1,995.00
Nelco Media End User System Operational Training (On-Site)				
Nelco Travel Expenses	Travel T&E	5	485.00	2,425.00
Trip #2 Travel Expenses -Reimbursable (Covers 2 Engineers for Trip-2)				
**				
Installation Materials & Hardware:				
Middle Atlantic MRK-4431 MRK Series Rack, 44 RU, 31" D (Black)	MRK-4431	2	1,470.84	2,941.68
The black MRK-4431 MRK Series Rack, 44 RU, 31" D from Middle Atlantic is a fully welded steel rack with forty-four rack-unit capacity designed to hold 19" wide equipment.				
Middle Atlantic -SPN-44-312 - PR BLK 44SP SDS FOR 31-32D RK	SPN-44-312	1	1,248.40	1,248.40
PR BLK 44SP SDS FOR 31-32D RK				
*				
It was Determined during On-Site visit that for Installation efficiency purposes that 2 new Racks would be provided and Nelco Media would Remove & Trade In the 2 existing Racks				

Remittance Address:
Nelco Media, Inc.
PO Box 12301
SA TX 78212-0301

ACTIVITY

SKU

QTY

RATE

AMT

*				
Misc Install Hardware	Misc Install Hardware	1	5,175.00	5,175.00
Misc Installation Hardware, to include:				
3) Video Patch Panels				
4) AC Plugstrips				
1) Audio/Video/Data Cable				
1) Audio/Video/Data Connectors				
1) Lowell Cable Management				
1 Lot Blank Panels				
Nelco Media NMSLR	NMSLR	1	850.00	850.00
Nelco Media Scissor Lift Rental:				

**

Re-Purposing of Customer Furnished
Equipment:

The following CFE items have been determined
to be needed and/or beneficial for repurposing -
Chamber:

- 2) 2x2 Monitor Wall
- 8) Dais Monitors
- 1) HDMI 1x10 DA
- 8) Shure MX418D/S Mics

*

Rack Room:

- 1) BMD Smart Scope dual 7"
- 1) Amazon KVM-8-HDMI
- 1) ESE ES-188 Master Clock
- 1) LU2000 LiveU 2Ch Server
- 1) Castus 2x2 Video Server

*

Community Room:

- 2) Video Panels
- 4) Ceiling Speakers

Terms:	SUBTOTAL	223,538.08
100% of Equipment Costs Due on Delivery of Equipment, Partially Accepted)	DISCOUNT 3%	-6,706.14
*	TAX	0.00
100% of Installation Costs Due Upon System Installation & Training Completion	SHIPPING	3,155.00
*	TOTAL	\$219,986.94

Acceptance of Estimate: No Design work will begin without Signed
Estimate and Entity Purchase Order

*

Acceptance of Design: No Installation work will begin without Signed
System Design Drawings

*

Ownership: All equipment remains property of Nelco Media, Inc until
full payment including any late fees are paid in full

Remittance Address:
Nelco Media, Inc.
PO Box 12301
SA TX 78212-0301

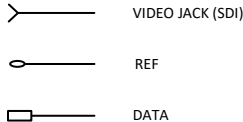
Accepted By

Accepted Date

Remittance Address:
Nelco Media, Inc.
PO Box 12301
SA TX 78212-0301



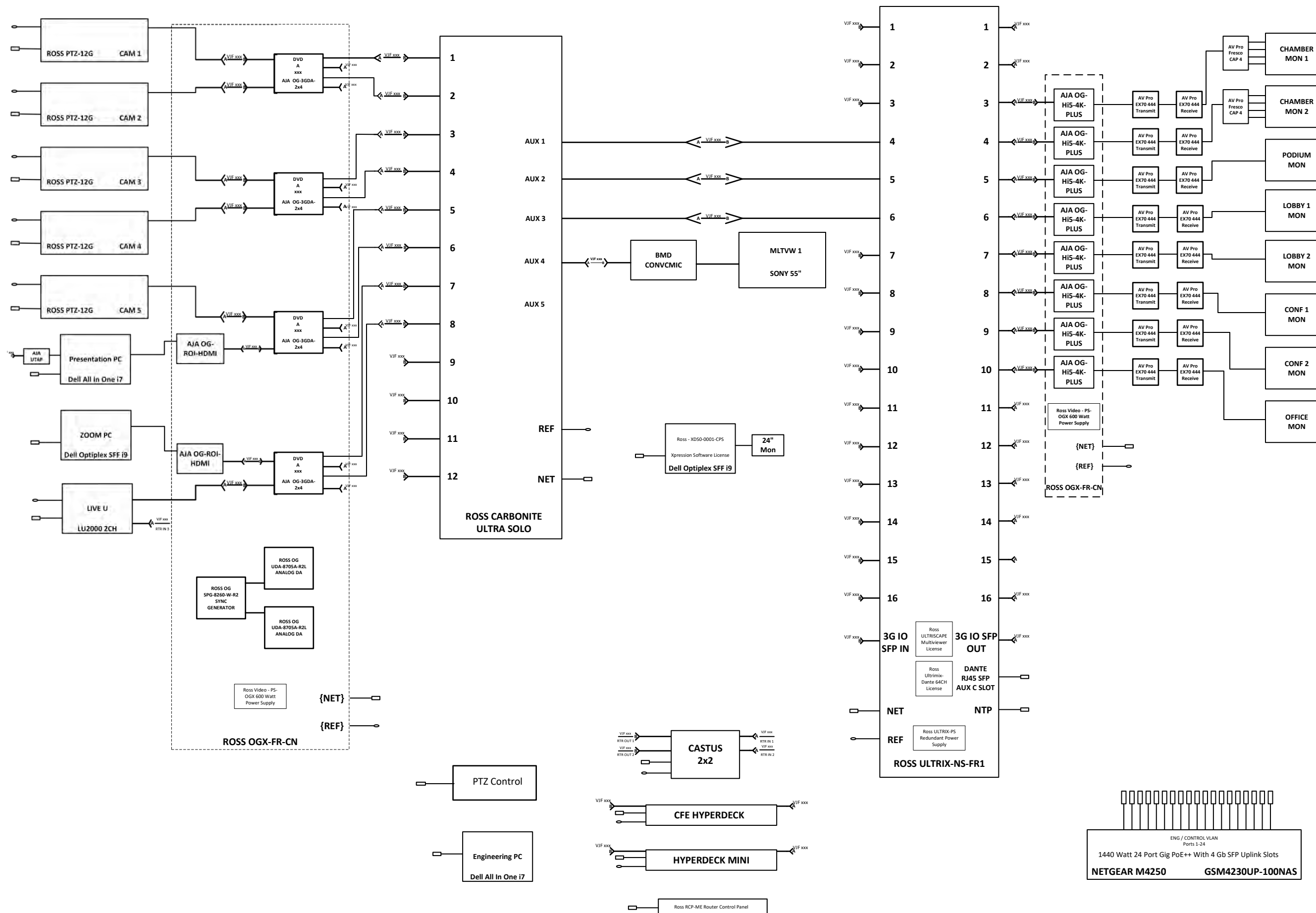
Nelco Media, INC
PO Box 12301,
San Antonio, TX 78212
210-686-4156



Created	4/19/25	JM
Modified	4/28/25	JM
	5/27/25	JM

City Of Mission
1201 East 8th Street
Mission, TX 78572

Video



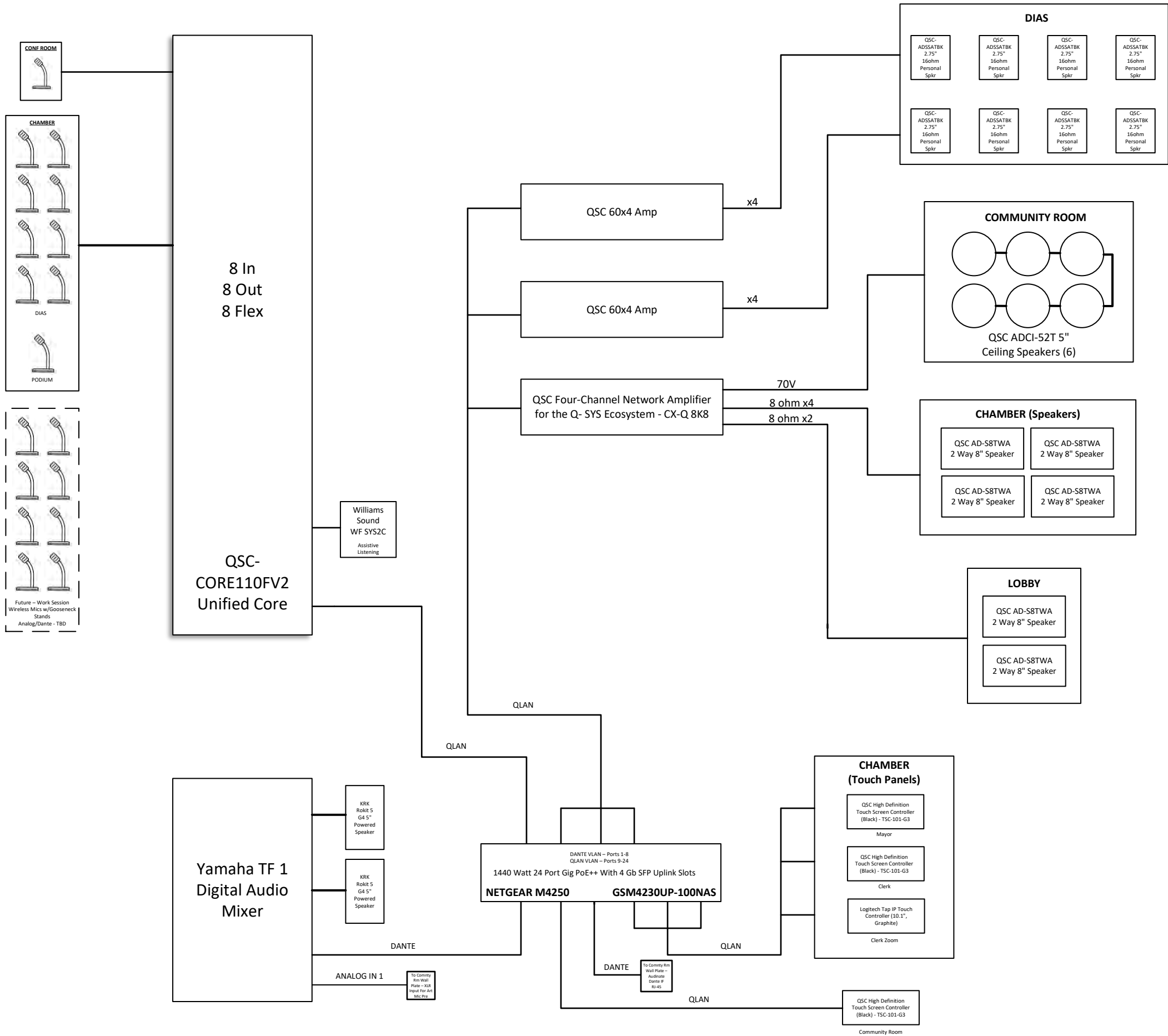


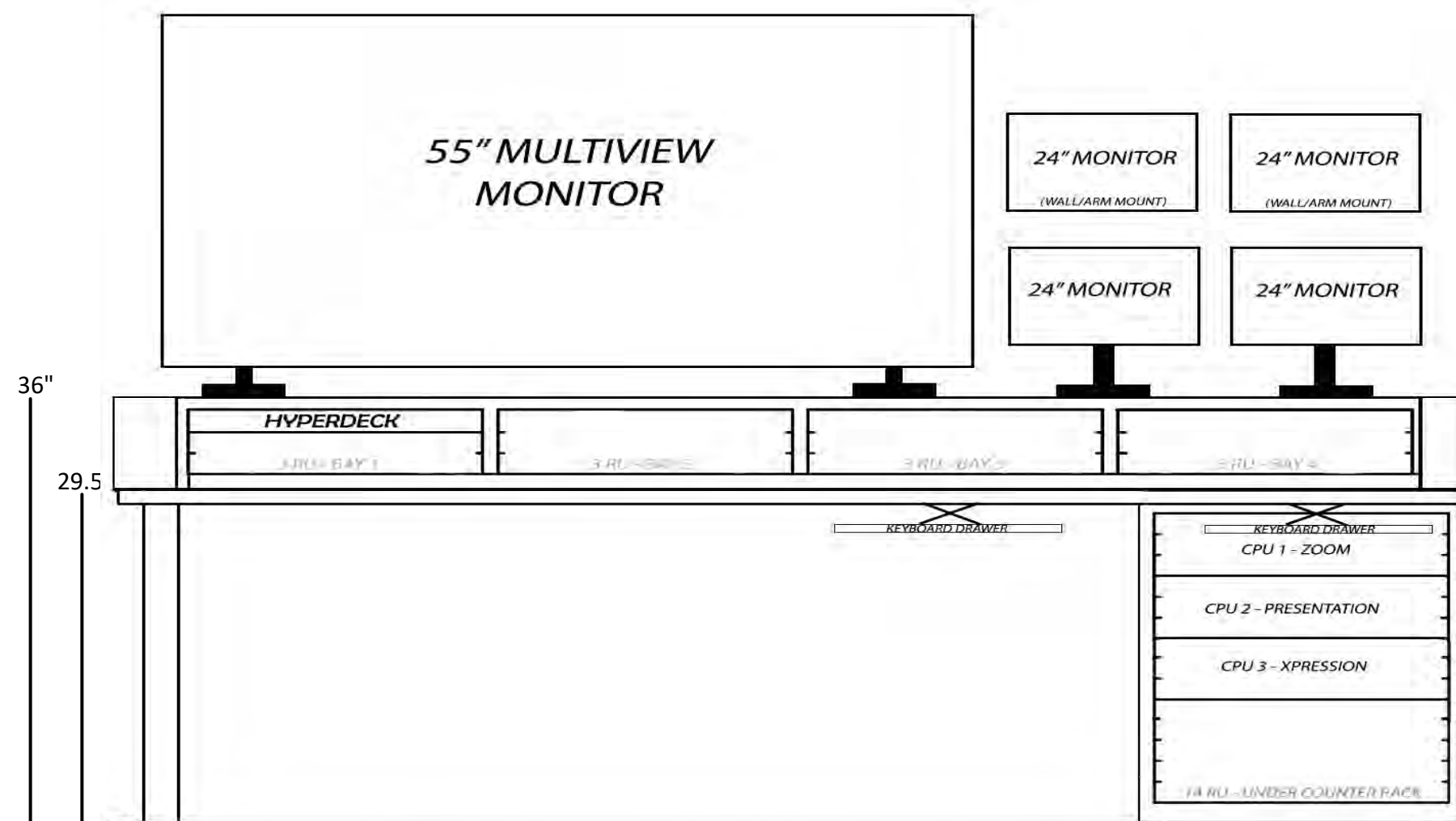
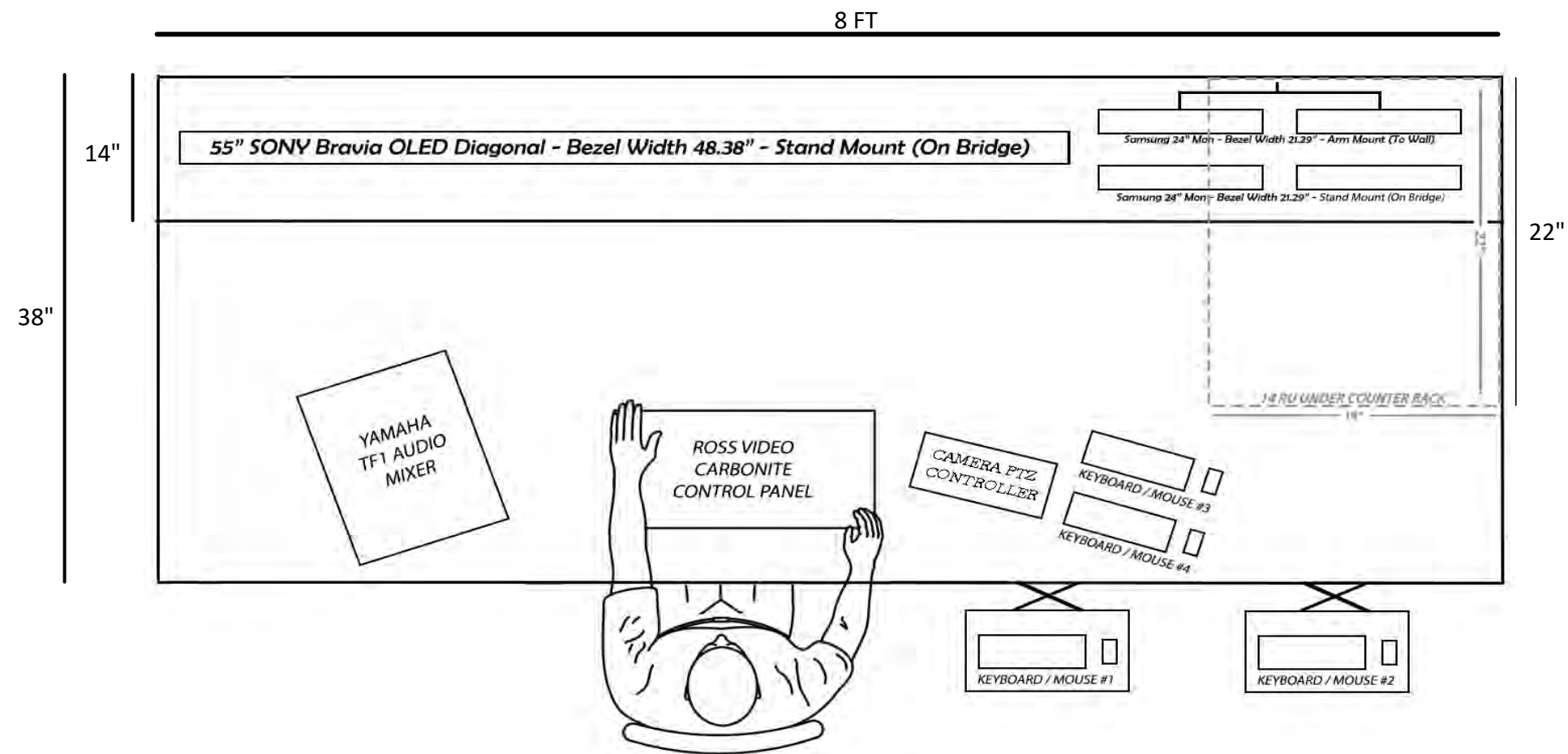
Nelco Media, INC
PO Box 12301,
San Antonio, TX 78212
210-686-4156

Created 4/23/25 JM
Modified 4/28/25 JM

City Of Mission
1201 East 8th Street
Mission, TX 78572

Audio



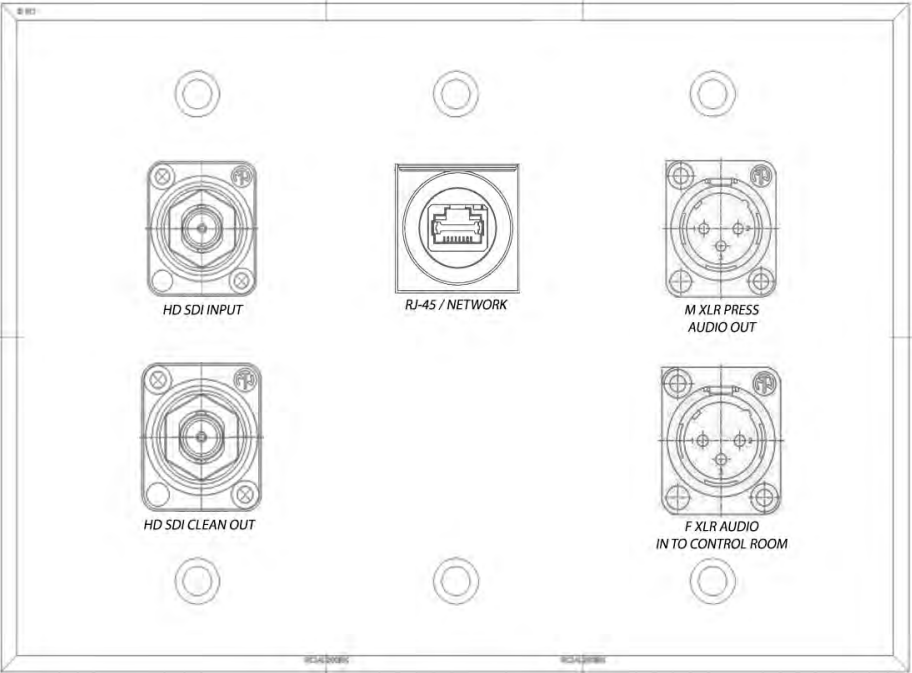
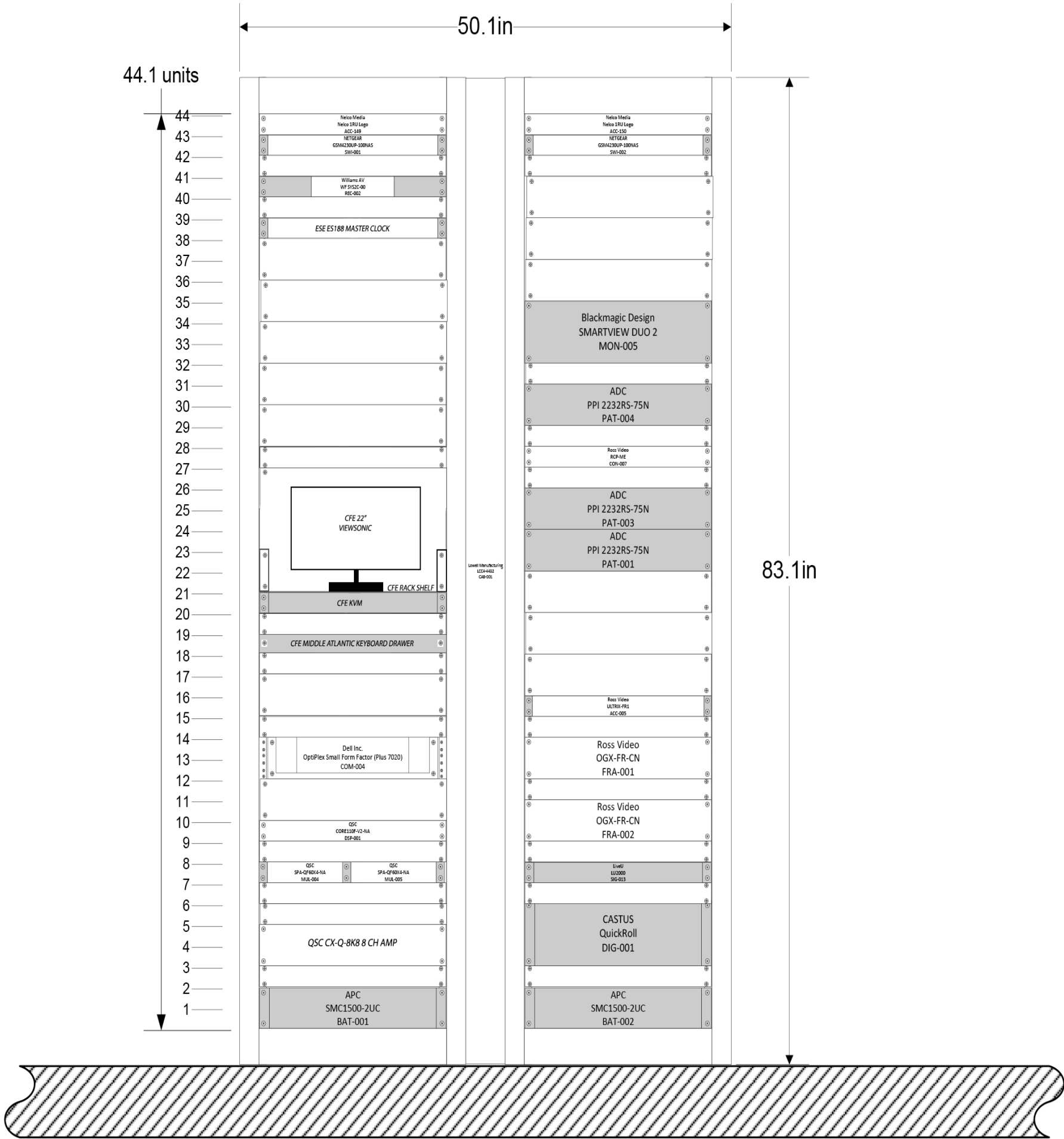


Nelco Media, INC
PO Box 12301,
San Antonio, TX 78212
210-686-4156

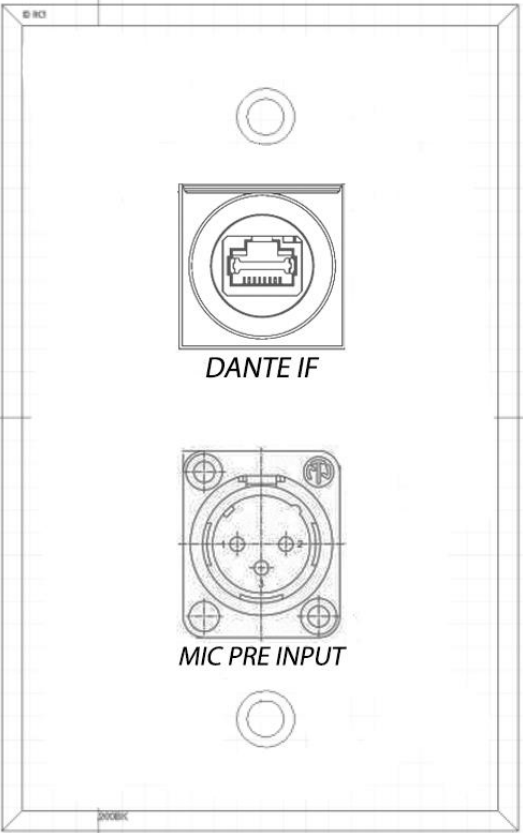
Created 5/19/25 JM
Modified 5/22/25 JM

City Of Mission
1201 East 8th Street
Mission, TX 78572

Control Room Elevation



1
A1 Press Plate



2
A1 Community Room Plate

Item 31.



Nelco Media, INC
PO Box 12301,
San Antonio, TX 78212
210-686-4156

Created 5/19/25 JM
Modified 5/27/25 JM

City Of Mission
1201 East 8th Street
Mission, TX 78572

CER Rackup / Misc



Printed 4 June 2025

nelcomedia.net

NELCO MEDIA INC

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	505 Howard St	NAME Charlie Martin
CITY	San Antonio	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
ZIP	78212	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY | PR

Overview

Video production, broadcast equipment, LED boards, scoreboards and live streaming services and equipment

AWARDED CONTRACTS "View EDGAR Doc" on Website*Item 31.*

Contract	Comodity	Exp Date	EDGAR
230105	Technology Solutions Products and Services	05/31/2028	See EDGAR Certification Doc.
230203	Sports, Activity Equipment, and Related Services	04/30/2026	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS**230105**

Philip Nelson	President Nelco	(210) 686-2918	terri@nelcomedia.net
Terri Bracey	Operations	(210) 686-2498	ops@nelcomedia.net

230203

Philip Nelcon	Owner	(210) 686-2498	ops@nelcomedia.net
Wales Brown	Inside Sales	(210) 686-2498	wales@nelcomedia.net



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: June 9, 2025
PRESENTED BY: Vidal Roman, Finance Director
AGENDA ITEM: Consider and approve Ordinance # ____ authorizing the issuance of the City of Mission, Texas Combination Tax and Revenue Certificates of Obligation, Series 2025; awarding the sale thereof; and containing matters incident thereto - Roman

NATURE OF REQUEST:

Approval of a Ordinance authorizing the issuance of the City of Mission Combination Tax and Revenue Certificates of Obligation, Series 2025 in an amount not to exceed \$10,200,000.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

CERTIFICATE FOR ORDINANCE

We, the undersigned Mayor and City Secretary of the City of Mission, Texas (the "City"), hereby certify as follows:

1. The City Council of the City (the "Council") convened in an open meeting session, open to the public, on April 14, 2025 (the "Meeting"), at the designated meeting place, and the roll was called of the duly constituted officers and members of said Council, to wit:

Norie Gonzalez Garza, Mayor
 Ruben Plata, Mayor Pro Tem (Council Place 2)
 Jessica Ortega, Council Place 1
 Marissa Ortega Gerlach, Council Place 3
 Jose Alberto Vela, Council Place 4

and all of said persons were present, except _____ thus constituting a quorum. Whereupon among other business, the following was transacted at the Meeting: a written Resolution entitled:

RESOLUTION AUTHORIZING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE
 CERTIFICATE OF OBLIGATION BONDS, SERIES 2025"; FOR THE DESIGN, ACQUISITION,
 CONSTRUCTION AND IMPROVEMENT OF CERTAIN PUBLIC WORKS, AND AUTHORIZING
 CERTAIN MATTERS RELATING THERETO.

(the "Resolution") was duly introduced for the consideration of the Council. It was then duly moved and seconded that the Resolution be finally passed and adopted; and after due discussion, such motion, carrying with it the adoption of the Resolution prevailed and carried by the following vote:

YES: 5 NO'S: 0

ABSTENTIONS: _____

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the Council's minutes of the Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Council's minutes of the Meeting pertaining to the adoption of the Resolution; the persons named in the above and foregoing paragraph are duly chosen, qualified, and acting officers and members of the Council as indicated therein; each of the officers and members of the Council was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Resolution would be introduced and considered for adoption at the Meeting and each of such officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was given, all as required by Chapter 55 1, Texas Government Code, as amended.

[Remainder of this page intentionally left blank]

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF MISSION, TEXAS ON JUNE 09, 2025.

City Secretary

Norie Gonzalez Garza, Mayor

CITY SEAL

ORDINANCE NO.

ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF MISSION, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES
2025"; AWARDING THE SALE THEREOF; AND CONTAINING MATTERS
INCIDENT THERETO.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment without notice. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or filing under the securities laws of any such jurisdiction.

NEW ISSUE
BOOK-ENTRY-ONLY

PRELIMINARY OFFICIAL STATEMENT
June 5, 2025

RATINGS:
Moody's: "Baa2"
S&P: "A-"
(See "RATINGS", "BOND
INSURANCE", and "BOND
INSURANCE RISK FACTORS"
herein.)

In the opinion of Bond Counsel, interest on the Certificates (defined below) will be excludable from gross income for federal income tax purposes under statutes, regulations, published rulings and court decisions existing on the date thereof, subject to the matters described under "TAX MATTERS" herein, including the alternative minimum tax on corporations.

CITY OF MISSION, TEXAS
(a Political Subdivision and Municipal Corporation of the State of Texas Located in Hidalgo County)

\$9,640,000*
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025

Dated Date: June 1, 2025 (Interest accrues from the Delivery Date)

Due: February 15, as shown on page ii

The \$9,640,000* City of Mission, Texas Combination Tax and Revenue Certificates of Obligation, Series 2025 (the "Certificates") are being issued pursuant to the laws of the State of Texas, including Subchapter C of Chapter 271, Texas Local Government Code, as amended, an ordinance (the "Ordinance") to be adopted by the City Council of the City of Mission, Texas (the "City") on June 9, 2025 (see "THE CERTIFICATES - Authority for Issuance" herein).

The Certificates constitute direct and general Certificates of the City payable from ad valorem taxes levied annually against all taxable property therein, within the limits prescribed by law (see "THE CERTIFICATES - Security and Source of Payment" and "- Tax Rate Limitations" herein). Additionally, the Certificates also are secured with a pledge of the Net Revenues from the operation of the City's Waterworks and Sewer System (not to exceed \$1,000) (see "THE CERTIFICATES - Security and Source of Payment", "- Limited Pledge of Waterworks and Sewer System Revenues"). Interest on the Certificates will accrue from the Delivery Date (defined below) and will be payable on August 15 and February 15 of each year, commencing February 15, 2026, and will be calculated on the basis of a 360-day year of twelve 30-day months. The definitive Certificates will be issued as fully registered Certificates in book-entry form only and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository. Book-entry interests in the Certificates will be made available for purchase in the principal amount of \$5,000 or any integral multiple thereof. Purchasers of the Certificates ("Beneficial Owners") will not receive physical delivery of certificates representing their interest in the Certificates purchased. So long as DTC or its nominee is the registered owner of the Certificates, the principal of and interest on the Certificates will be payable by UMB Bank, N.A. Austin, Texas, as Paying Agent/Registrar, to the securities depository, which will in turn remit such principal and interest to its participants, which will in turn remit such principal and interest to the Beneficial Owners of the Certificates. (See "BOOK-ENTRY-ONLY SYSTEM" herein.)

Proceeds from the sale of the Certificates will be used for (i) street and road improvements, (ii) drainage improvements, (iii) utility system improvements, (iv) park and recreational facility, and (v) cost of professional services incurred in connection therewith. (see "THE CERTIFICATES - Purpose").

Application has been made to municipal bond insurance companies to have the payment of principal of and interest on the Certificates insured by a municipal bond insurance policy. See "BOND INSURANCE" and "BOND INSURANCE RISK FACTORS" herein.

SEE MATURITY SCHEDULE ON PAGE II

The Certificates are offered when, as and if issued and accepted by the initial purchaser (the "Underwriters"), subject to the approval of legality by the Attorney General of the State of Texas and the Perez Law Firm, PLLC, McAllen, Texas, Bond Counsel. Certain legal matters will be passed upon for the Underwriters by Jackson Walker LLP, San Antonio, Texas. The Certificates are expected to be available for initial delivery through the services of DTC on or about July 1, 2025 (the "Delivery Date").

SAMCO CAPITAL

HILLTOP SECURITIES

*Preliminary, subject to change.

\$9,640,000*

CITY OF MISSION, TEXAS

Combination Tax and Revenue Certificates of Obligation, Series 2025

Item 32.

Stated Maturity (February 15)	Principal Amount	Interest Rate	Initial Price or Yield ⁽¹⁾	CUSIP Suffix ⁽²⁾
2026	210,000			
2027	295,000			
2028	310,000			
2029	325,000			
2030	345,000			
2031	365,000			
2032	385,000			
2033	405,000			
2034	430,000			
2035	450,000			
2036	475,000			
2037	500,000			
2038	530,000			
2039	560,000			
2040	590,000			
2041	620,000			
2042	655,000			
2043	690,000			
2044	730,000			
2045	770,000			

(Interest to accrue from the Delivery Date)

The City reserves the right, at its sole option, to redeem Certificates having stated maturities on or after February 15, 2036 in whole or in part thereof, in principal amounts of \$5,000 or any integral multiple thereof on February 15, 2035, or any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption. (See "THE CERTIFICATES – Optional Redemption.") The Certificates may be subject to mandatory sinking fund redemption in the event the Underwriters elect to aggregate two or more consecutive maturities as "Term Certificates."

⁽¹⁾ Yield represents the initial offering yield to the public which has been established by the Underwriters for offers to the public and which may be subsequently changed by the Underwriters and is the sole responsibility of the Underwriters.

⁽²⁾ CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by FactSet Research Systems, Inc., on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for CUSIP Services. CUSIP numbers are included herein solely for the convenience of the owners of the Certificates. None of the City, the Financial Advisor or the Underwriters shall be responsible for the selection or correctness of the CUSIP numbers shown herein.

*Preliminary, subject to change.

USE OF INFORMATION IN THE OFFICIAL STATEMENT

For purpose of compliance with Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12"), this document, as the same may be supplemented or corrected from time to time, may be treated as a preliminary "Official Statement" with respect to the Certificates described herein that has been "deemed final" by the City as of the date hereof (or of any supplement or correction) except for the omission of no more than the information permitted by Subsection (b)(1) of Rule 15c2-12.

This Official Statement, which includes the cover page, schedule, and the appendices hereto, does not constitute an offer to sell or the solicitation of an offer to buy in any jurisdiction to any person to whom it is unlawful to make such offer, solicitation or sale.

No dealer, broker, salesperson or other person has been authorized by the City or the Underwriters to give information or to make any representation other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon.

The information set forth herein has been obtained from the City and other sources believed to be reliable, but such information is not guaranteed as to the accuracy or completeness and is not to be construed as a promise or guarantee of the Underwriters. This Official Statement contains, in part, estimates and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates and opinions, or that they will be realized.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of the Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or other matters described.

THIS OFFICIAL STATEMENT IS INTENDED TO REFLECT FACTS AND CIRCUMSTANCES ON THE DATE OF THIS OFFICIAL STATEMENT OR ON SUCH OTHER DATE OR AT SUCH OTHER TIME AS IDENTIFIED HEREIN. NO ASSURANCE CAN BE GIVEN THAT SUCH INFORMATION MAY NOT BE MISLEADING AT A LATER DATE. CONSEQUENTLY, RELIANCE ON THIS OFFICIAL STATEMENT AT TIMES SUBSEQUENT TO THE ISSUANCE OF THE CERTIFICATES DESCRIBED HEREIN SHOULD NOT BE MADE ON THE ASSUMPTION THAT ANY SUCH FACTS OR CIRCUMSTANCES ARE UNCHANGED.

IN CONNECTION WITH THE OFFERING OF THE CERTIFICATES, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICES OF THE CERTIFICATES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE CERTIFICATES ARE EXEMPT FROM REGISTRATION WITH THE SECURITIES AND EXCHANGE COMMISSION AND CONSEQUENTLY HAVE NOT BEEN REGISTERED THEREWITH. THE REGISTRATION, QUALIFICATION, OR EXEMPTION OF THE CERTIFICATES IN ACCORDANCE WITH APPLICABLE SECURITIES LAW PROVISIONS OF THE JURISDICTIONS IN WHICH THESE SECURITIES HAVE BEEN REGISTERED, QUALIFIED, OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF.

NONE OF THE CITY, THE FINANCIAL ADVISOR, OR THE UNDERWRITERS MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT REGARDING THE DEPOSITORY TRUST COMPANY OR ITS BOOK-ENTRY-ONLY SYSTEM OR ANY POTENTIAL BOND INSURER OR ITS MUNICIPAL BOND GUARANTY POLICY AS DESCRIBED HEREIN UNDER THE CAPTIONS "BOND INSURANCE" AND "BOND INSURANCE RISK FACTORS."

The City	The City of Mission (the “City”) is a political subdivision and municipal corporation of the State located in Hidalgo County, Texas. The City covers approximately 22 square miles and is located near the Texas-Mexico Border. (See Appendix B – “General Information Regarding the City of Mission and Hidalgo County, Texas”).
The Certificates	<p>The Certificates are being issued as \$9,640,000* Combination Tax and Revenue Certificates of Obligation, Series 2025 (the “Certificates”) and will be dated June 1, 2025. The Certificates will be issued as serial Certificates maturing February 15 in the years 2026 through 2045* unless the Underwriters elect to aggregate two or more consecutive maturities of Certificates as “Term Certificates” (see “THE CERTIFICATES – General Description”).</p> <p>Interest on the Certificates will accrue from the delivery Date (detailed below) and will be paid semiannually on February 15 and August 15, commencing February 15, 2026, until maturity or prior redemption.</p>
Use of Proceeds	Proceeds from the sale of the Certificates will be used for (i) street and road improvements, (ii) drainage improvements, (iii) utility system improvements, (iv) park and recreational facility, and (v) cost of professional services incurred in connection therewith.
Paying Agent/Registrar	The initial Paying Agent/Registrar is UMB Bank, N.A. Austin, Texas, (see “REGISTRATION, TRANSFER AND EXCHANGE – Initial Paying Agent/Registrar” herein). Initially, the City intends to use the Book-Entry-Only System of The Depository Trust Company. (See “BOOK ENTRY-ONLY SYSTEM” herein.)
Authorization and Security	The Certificates will constitute direct Certificates of the City, issued pursuant to Chapter 271, Subchapter C, Texas Local Government Code, as amended, and an ordinance to be adopted by the City Council. The Certificates are payable from a continuing and direct annual ad valorem tax levied against all taxable property within the City, within the limits prescribed by law, as provided in the ordinance authorizing the Certificates. Additionally, the Certificates also are secured with a pledge of the Net Revenues from the operation of the City’s Waterworks and Sewer System (not to exceed \$1,000), as provided in the ordinance authorizing the Certificates.
Optional Redemption	The City reserves the right, at its sole option, to redeem Certificates having stated maturities on or after February 15, 2036, in whole or in part thereof, in principal amounts of \$5,000 or any integral multiple thereof on February 15, 2035, or any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption. (See “THE CERTIFICATES – Optional Redemption” herein.) Additionally, the Certificates may be subject to mandatory redemption in the event the Underwriters elect to aggregate two or more consecutive stated maturities as “Term Certificates”.
Tax Exemption	In the opinion of Bond Counsel, the interest on the Certificates will be excludable from gross income for federal income tax purposes under statutes, regulations, published rulings and court decisions existing on the date thereof, subject to the matters described under “TAX MATTERS” herein, including the alternative minimum tax on corporations.
Bond Insurance	The City is considering insuring payment of debt service on the Certificates with municipal bond insurance and has made application to several municipal bond insurance companies. No representation is hereby made that the City will use municipal bond insurance in connection with the issuance of the Certificates. (See “BOND INSURANCE” and “BOND INSURANCE RISK FACTORS” herein.)

*Preliminary, subject to change.

Ratings

The Certificates and the other presently outstanding tax supported debt of the City have been rated "A-" by S&P Global Ratings, Inc. ("S&P") and "Baa2" by Moody's Investors Service, Inc. ("Moody's"). The Official Statement shall disclose the ratings issued and any relevant information relating to the municipal bond insurance policy, if any. An explanation of the significance of such ratings may be obtained from the rating agency. (See "RATINGS", "BOND INSURANCE" and BOND INSURANCE RISK FACTORS" herein.)

Payment Record

The City has never defaulted on the payment of its bonded indebtedness.

Future Bond Issues

In close proximity with the Certificates, the Mission Economic Development Corporation is issuing its \$10,315,000* Sales and Use Tax Revenue Refunding Bonds, Series 2025 (the "Sales Tax Bonds"). This Official Statement describes only the Certificates. Investors interested in purchasing the Sales Tax Bonds should review the respective offering document produced in relation thereto.

Delivery Date

When issued, anticipated on or about July 1, 2025.

*Preliminary, subject to change.

ELECTED OFFICIALS

<u>Mayor</u>	<u>Length of Service</u>	<u>Term Expires</u>	<u>Occupation</u>
Norie Gonzalez Garza	18 Years	May 2026	Realtor
<u>City Council</u>	<u>Length of Service</u>	<u>Term Expires</u>	<u>Occupation</u>
Ruben Plata	18 Years	May 2028	Banker
Mayor Pro-Tem /Council Member			
Jessica Ortega Council Member	11 Years	May 2026	Educator
Marissa Ortega Gerlach Council Member	7 Years	May 2026	Business Owner
Jose Alberto Vela Council Member	6 Years	May 2028	Pharmacist

APPOINTED OFFICIALS

<u>Name</u>	<u>Position</u>	<u>Length of Service</u>
Mike R. Perez	City Manager	37 Years in Position 1 Years with the City
Vidal Roman	Finance Director	4 Years in Position 1 Years with the City
JP Terrazas, P.E., CPM	Assistant City Manager	3 Years in Position 11 Years with the City
Andy Garcia	Assistant City Manager	1.5 Years in Position 1.5 Years with the City
Anna Carillo	City Secretary	14 Years in Position 20 Years with the City

CONSULTANTS AND ADVISORS

Bond Counsel	Perez Law Firm, PLLC McAllen, Texas
Certified Public Accountants.....	Carr, Riggs & Ingram, LLC McAllen, Texas
Financial Advisor	Estrada Hinojosa Edinburg, Texas

For additional information regarding the City, please contact:

Mr. Mike R. Perez
City of Mission, Texas
1201 E. Eighth Street
Mission, Texas 78572
(956) 580-8662

Mr. Andy Garcia
City of Mission, Texas
1201 E. Eighth Street
Mission, Texas 78572
(956) 580-8729

Mr. Bobby Villarreal
Estrada Hinojosa
1508 S. Lone Star Way Suite 1
Edinburg, Texas 78539
(956) 821-5419

Mr. Isaiah Huerta
Estrada Hinojosa
3103 Bee Caves Rd Suite 133
Austin, Texas 78746
(512) 605-2449

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<i>Forms of Bond Counsel's Opinion</i>	<i>Appendix D</i>
<i>The Cover Page, Table of Contents, Appendices and Schedule attached hereto are part of the Official Statement</i>	

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PRELIMINARY OFFICIAL STATEMENT
relating to

CITY OF MISSION, TEXAS
(Hidalgo County)

\$9,640,000* Combination Tax and Revenue Certificates of Obligation, Series 2025

INTRODUCTORY STATEMENT

All financial and other information presented in this Official Statement has been provided by the City of Mission, Texas (the "City") from its records, except for information expressly attributed to other sources. The presentation of information, including tables of receipts from taxes and other sources, is intended to show recent historic information, and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No representation is made that past experience will necessarily continue or be repeated in the future.

There follows in this Official Statement a description of the Certificates and certain information about the City and its finances. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each such document. Copies of such documents may be obtained from the City and, during the offering period, from the Financial Advisor, upon payment of reasonable copying, handling, and delivery charges. Certain capitalized terms used in the Official Statement have meanings assigned to them in the ordinance authorizing issuance of the Certificates (the "Certificate Ordinance"), except as otherwise indicated herein.

This Official Statement speaks only as to its date, and the information contained herein is subject to change. Copies of the Final Official Statement pertaining to the Certificates will be deposited with the Municipal Securities Rulemaking Board, via the Electronic Municipal Market Access ("EMMA") system at www.emma.msrb.org. See "CONTINUING DISCLOSURE OF INFORMATION" for a description of the City's undertaking to provide certain information on a continuing basis.

THE CERTIFICATES

General Description

The Certificates will be dated June 1, 2025, and will be issued in fully-registered form, in denominations of \$5,000 or any integral multiple thereof within a maturity. Interest on the Certificates will accrue from the Delivery Date (as defined on the front cover herof) and interest will be paid semiannually on February 15 and August 15 of each year, commencing February 15, 2026. Interest on the Certificates will accrue from the Delivery Date (defined below) and will be payable on August 15 and February 15 of each year, commencing February 15, 2026, and will be calculated on the basis of a 360-day year of twelve 30-day months. The Certificates will mature on the dates and in the amounts as set forth on page ii hereof.

Principal and interest on the Certificates will be paid by UMB Bank, N.A. Austin, Texas, (the "Paying Agent/Registrar"). Subject to the requirements associated with the use of the Book-Entry-Only System, interest will be paid by check dated as of the interest payment date and mailed first class, postage paid, on or before each interest payment date by the Paying Agent/Registrar to the registered owners (the "Owners") appearing on the registration books of the Paying Agent/Registrar on the Record Date (herein defined), or by such other method acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense, of such Owner. Principal will be paid to the Owners at maturity or redemption upon presentation and surrender of the Certificates to the Paying Agent/Registrar. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorize to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. The City will initially use the Book-Entry Only System of The Depository Trust Company ("DTC") New York, New York in regard to the issuance, payment and transfer of the Certificates. Such system will affect the timing and method of payment of the Certificates (see "BOOK-ENTRY ONLY SYSTEM" herein).

Purpose

Proceeds from the sale of the Certificates will be used for (i) street and road improvements, (ii) drainage improvements, (iii) utility system improvements, (iv) park and recreational facility, and (v) cost of professional services incurred in connection therewith.

*Preliminary, subject to change.

Legality

Item 32.

The Certificates are offered when, as and if issued, subject to the approval of legality by the Attorney General of the State of Texas and the legal opinion of the Perez Law Firm, PLLC, McAllen, Texas, Bond Counsel (see "LEGAL MATTERS" herein).

Security and Source of Payment

Tax Pledge. . . The Certificates constitute direct Certificates of the City payable from a continuing and direct annual ad valorem tax levied against all taxable property within the City, within the limits prescribed by law (see "THE CERTIFICATES - Tax Rate Limitations" below).

Limited Pledge of Waterworks and Sewer System Revenues . . . The Certificates are additionally secured by a limited pledged of Net Revenues from the City's Waterworks and Sewer System in an amount not to exceed \$1,000 as set forth in the Certificates Ordinance.

Tax Rate Limitations

Article XI, Section 5 of the Constitution of the State of Texas provides that the ad valorem taxes levied by the City for general purposes and for the purpose of paying the principal of and interest on the City's indebtedness may not exceed \$2.50 for each \$100 of assessed valuation of taxable property. There is no constitutional or statutory limitation within the \$2.50 rate for interest and sinking fund purposes; however, the Texas Attorney General has adopted an administrative policy that prohibits the issuance of debt by a municipality, such as the City, if its issuance produces debt service requirements exceeding that which can be paid from \$1.50 of the foregoing \$2.50 maximum tax rate calculated at 90% collection. The issuance of the Certificates does not violate the constitutional restriction or the Texas Attorney General's administrative policy. See "AD VALOREM PROPERTY TAXATION – Debt Tax Rate Limitations."

Optional Redemption

The City reserves the right, at its sole option, to redeem Certificates having stated maturities on or after February 15, 2036 in whole or in part thereof, in principal amounts of \$5,000 or any integral multiple thereof on February 15, 2035, or any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption. If less than all of the Certificates are to be redeemed, the City may select the maturities of Certificates to be redeemed. If less than all the Certificates of any maturity are to be redeemed, the Paying Agent/Registrar (or DTC while the Certificates are in Book-Entry-Only form) shall determine by lot the Certificates, or portions thereof, within such maturity to be redeemed. If a Certificate (or any portion of the principal sum thereof) shall have been called for redemption and notice of such redemption shall have been given, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable on such redemption date and interest thereon shall cease to accrue from and after the redemption date, provided funds for the payment of the redemption price and accrued interest thereon are held by the Paying Agent/Registrar on the redemption date.

Mandatory Redemption

Additionally, the Certificates may be subject to mandatory redemption in the event the Underwriters elect to aggregate two or more consecutive stated maturities as "Term Certificates".

Notice of Redemption For The Certificates

Not less than 30 days prior to a redemption date for the Certificates, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the registered owners of the Certificates to be redeemed, in whole or in part, at the address of the registered owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice. The notice may state (1) that it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar no later than the redemption date, or (2) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of an authorized representative to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and optional redemption will be of no effect if such moneys are not so deposited or if the notice is so rescinded. ANY NOTICE SO MAILED SHALL BE CONCLUSIVELY PRESUMED TO HAVE BEEN DULY GIVEN AND, WHETHER OR NOT THE REGISTERED OWNER RECEIVES SUCH NOTICE. NOTICE HAVING BEEN SO GIVEN (AND NOT RESCINDED) AND FUNDS TO PAY THE REDEMPTION PRICE OF SAID CERTIFICATES HAVING BEEN PROVIDED, THE CERTIFICATES CALLED FOR REDEMPTION SHALL BECOME DUE AND PAYABLE ON THE SPECIFIED REDEMPTION DATE, AND NOTWITHSTANDING THAT ANY CERTIFICATE OR PORTION THEREOF HAS NOT BEEN SURRENDERED FOR PAYMENT, INTEREST ON SUCH CERTIFICATE OR PORTION THEREOF SHALL CEASE TO ACCRUE.

DTC Redemption and Notice Provisions

The Paying Agent/Registrar and the City, so long as a Book-Entry-Only System is used for the Certificates, will send any notice of redemption, notice of proposed amendment to the Ordinance or other notices with respect to the Certificates only to DTC. Any failure by DTC to advise

any DTC Participant, or of any Direct Participant or Indirect Participant to notify the beneficial owner, shall not affect the validity of redemption of the Certificates called for redemption or any other action premised on any such notice. Redemption of portions of the Certificates by the City will reduce the outstanding principal amount of such Certificates held by DTC. In such event, DTC may implement, through its Book-Entry-Only System, a redemption of such Certificates held for account of DTC Participants in accordance with its rules or other agreements with DTC Participants and then Direct Participants and Indirect Participants may implement a redemption of such Certificates and such redemption will not be conducted by the City or the Paying Agent/Registrar. Neither the City nor the Paying Agent/Registrar will have any responsibility to DTC Participants, Indirect Participants or persons for whom DTC Participants, or beneficial owners of the selection of portions of the Certificates for redemption.

Defeasance

The Ordinances provide for the defeasance of the Certificates when payment of the principal of and premium, if any, on Certificates, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, redemption, or otherwise), is provided by irrevocably depositing with a paying agent, in trust (1) money sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times to insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation and expenses of the paying agent for the Certificates. The Ordinance provides that "Defeasance Securities" means (1) direct, noncallable Certificates of the United States of America, including Certificates that are unconditionally guaranteed by the United States of America, (2) noncallable Certificates of an agency or instrumentality of the United States of America, including Certificates that are unconditionally guaranteed or insured by the agency or instrumentality and that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (3) noncallable Certificates of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (4) any other then authorized securities or Certificates under applicable state law that may be used to defease Certificates such as the Certificates. The City has additionally reserved the right to substitute other Defeasance Securities for the Defeasance Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Certificates shall no longer be regarded to be outstanding or unpaid. After firm banking and financial arrangements for the discharge and final payment or redemption of the Certificates have been made as described above, all rights of the City to initiate proceedings to call the Certificates for redemption or take any other action amending the terms of the Certificates are extinguished; provided, however, that the right to call the Certificates for redemption is not extinguished if the City: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Certificates for redemption; (ii) gives notice of the reservation of that right to the owners of the Certificates immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

Amendments

In the Ordinance, the City has reserved the right to amend the Ordinance without the consent of any holder for the purpose of amending or supplementing such Ordinance to (i) cure any ambiguity, defect or omission therein that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of such Ordinance that do not materially adversely affect the interests of the holders, (iv) qualify such Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under such Ordinance that are not inconsistent with the provisions thereof and which, in the opinion of Bond Counsel for the City, do not materially adversely affect the interests of the holders.

The Ordinance further provides that the holders of the Certificates aggregating in principal amount 51% of the outstanding respective Certificates shall have the right from time to time to approve any amendment not described above to the Ordinance if it is deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in original principal amount of the then outstanding Certificates, no amendment may be made for the purpose of: (i) making any change in the maturity of any of the outstanding Certificates; (ii) reducing the rate of interest borne by any of the outstanding Certificates; (iii) reducing the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates; (iv) modifying the terms of payment of principal or of interest or redemption premium on outstanding Certificates, or imposing any condition with respect to such payment; or (v) changing the minimum percentage of the principal amount of the Certificates necessary for consent to such amendment. Reference is made to the Ordinance for further provisions relating to the amendment thereof.

Record Date

The record date ("Record Date") for determining the person to whom the interest is payable on the Certificates on any interest payment date means the last business day of the month next preceding the date that each interest payment is due.

Special Record Date for Interest Payment

In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date" which must be 15 days after the Special Record Date) will be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner of an Obligation appearing on the registration books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days of the date of redemption; provided, however, such limitation of transfer shall not be applicable by the registered owner of the uncalled balance of any Certificate. Item 32.

Sources and Uses of Certificate Proceeds

The following table shows the estimated sources and uses of the proceeds of the Certificates:

Sources:	
Par Amount	\$ -
Net Premium	-
Total Sources of Funds	\$ -
Uses:	
Deposit to Construction Fund	\$ -
Costs of Issuance	-
Underwriters' Discount	-
Total Uses of Funds	\$ -

BOOK-ENTRY-ONLY SYSTEM

This section describes how ownership of the Certificates is to be transferred and how the principal of, premium, if any, and interest on the Certificates are to be paid to and credited by The Depository Trust Company ("DTC"), New York, New York, while the Certificates are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The City, the Financial Advisor and the Underwriters believe the source of such information to be reliable, but take no responsibility for the accuracy or completeness thereof.

The City cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Certificates, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Certificates), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the United States Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Certificates. The Certificates will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Certificate will be issued for each maturity of the Certificates, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities Certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated industries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AA+". The DTC Rules applicable to its Participants are on file with the United States Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Certificates on DTC's records. The ownership interest of each actual purchaser of each Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Certificates representing their ownership interests in Certificates, except in the event that use of the book-entry system for the Certificates is discontinued.

To facilitate subsequent transfers, all Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Certificates, such as redemptions, defaults, and proposed amendments to the Certificate documents. For example, Beneficial Owners of Certificates may wish to ascertain that the nominee holding the Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Paying Agent/Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Certificates within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Certificates unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

All payments on the Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Paying Agent/Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payments on the Certificates to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Certificates at any time by giving reasonable notice to the City or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Certificates will be printed and delivered.

Use of Certain Terms in Other Sections of this Official Statement

In reading this Official Statement it should be understood that while the Certificates are in Book-Entry-Only form, references in other sections of this Official Statement to Registered Owners should be read to include the person for which the Participant acquires an interest in the Certificates, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System, and (ii) except as described above, payment or notices that are to be given to Registered Owners under the Ordinance will be given only to DTC.

ENFORCEMENT OF REMEDIES

Default and Remedies

The Ordinance establishes specific events of default as: (1) failure to pay interest, principal or premium, if any, on the Certificates or the (2) failure to perform or observe duly or punctually any other covenant, condition or agreement contained in the Certificates or in the Ordinances and to be performed by the City. In addition to all the rights and remedies provided by the laws of the State of Texas, the City has covenanted and agreed that in the event the City (a) defaults in the payment of principal or interest on any of the Certificates when due, or (b) fails to make the payments required by the Ordinance for the benefit of the Certificates, or (c) defaults in the observance or performance of any other of the covenants, conditions or Certificates set forth in the Ordinance, the following remedies shall be available as stated in the Ordinance: The registered owner or owners of any of the Certificates shall be entitled to a writ of mandamus issued by a court of proper

construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The issuance of a writ of mandamus may be sought if there is no other available remedy at law to compel performance of the Certificates, or the Ordinance and the City's obligations are not uncertain or disputed. The remedy of mandamus is controlled by equitable principles, so rests with the discretion of the court, but may not be arbitrarily refused. There is no acceleration of maturity of the Certificates in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. The Ordinance does not provide for the appointment of a trustee to represent the interest of the owners of the Certificates upon any failure of the City to perform in accordance with the terms of the Ordinance, or upon any other condition and accordingly all legal actions to enforce such remedies would have to be undertaken at the initiative of, and be financed by, the registered owners. On June 30, 2006, the Texas Supreme Court ruled in *Tooke v. City of Mexia*, 197 S.W. 3d 325 (Tex. 2006), that a waiver of sovereign immunity in a contractual dispute must be provided for by statute in "clear and unambiguous" language. Because it is unclear whether the Texas legislature has effectively waived the City's sovereign immunity from a suit for money damages, owners of the Certificates may not be able to bring such a suit against the City for breach of the Certificates, as the case may be, or the Ordinance's covenants. Even if a judgment against the City could be obtained, it could not be enforced by direct levy and execution against the City's property. Further, the registered owners cannot themselves foreclose on property within the City or sell property within the City to enforce the tax lien on taxable property to pay the principal of and interest on the Certificates. Furthermore, the City is eligible to seek relief from its creditors under Chapter 9 of the U.S. Bankruptcy Code ("Chapter 9"). Although Chapter 9 provides for the recognition of a security interest represented by a specifically pledged source of revenues, the pledge of ad valorem taxes in support of a general obligation of a bankrupt entity is not specifically recognized as a security interest under Chapter 9. Chapter 9 also includes an automatic stay provision that would prohibit, without Bankruptcy Court approval, the prosecution of any other legal action by creditors or owners of the Certificates which has sought protection under Chapter 9. Therefore, should the City avail itself of Chapter 9 protection from creditors, the ability to enforce would be subject to the approval of the Bankruptcy Court (which could require that the action be heard in Bankruptcy Court instead of other federal or state court); and the Bankruptcy Code provides for broad discretionary powers of a Bankruptcy Court in administering any proceeding brought before it. The opinion of Bond Counsel will note that all opinions relative to the enforceability of the Ordinance and Certificates, are qualified with respect to the customary rights of debtors relative to their creditors and by general principles of equity which permit the exercise of judicial discretion.

Item 32.

BOND INSURANCE

The City has applied for a bond insurance policy to guarantee the scheduled payment of principal of and interest on the Certificates. The City has yet to determine whether an insurance policy will be purchased on the Certificates. If an insurance policy is purchased, the following are risk factors relating to bond insurance.

BOND INSURANCE RISK FACTORS

In the event of default of the payment of principal or interest with respect to the Certificates when all or some becomes due, any owner of the Certificates shall have a claim under the applicable Bond Insurance Policy (the "Policy") for such payments. However, in the event of any acceleration of the due date of such principal by reason of mandatory or optional redemption or acceleration resulting from default or otherwise, other than any advancement of maturity pursuant to a mandatory sinking fund payment, the payments are to be made in such amounts and at such times as such payments would have been due had there not been any such acceleration. The Policy does not insure against redemption premium, if any. The payment of principal and interest in connection with mandatory or optional prepayment of the Certificates by the City which is recovered by the City from the bond owner as a voidable preference under applicable bankruptcy law is covered by the insurance policy, however, such payments will be made by the Insurer at such time and in such amounts as would have been due absent such prepayment by the City unless the Bond Insurer chooses to pay such amounts at an earlier date.

Under most circumstances, default of payment of principal and interest does not obligate acceleration of the Certificates of the Bond Insurer without appropriate consent. The Bond Insurer may direct and must consent to any remedies and the Bond Insurer's consent may be required in connection with amendments to any applicable bond documents.

In the event the Bond Insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Certificates are payable solely from the moneys received pursuant to the applicable bond documents. In the event the Bond Insurer becomes obligated to make payments with respect to the Certificates, no assurance is given that such event will not adversely affect the market price of the Certificates or the marketability (liquidity) for the Certificates.

The long-term ratings on the Certificates are dependent in part on the financial strength of the Bond Insurer and its claim paying ability. The Bond Insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the Bond Insurer and of the ratings on the Certificates insured by the Bond Insurer will not be subject to downgrade and such event could adversely affect the market price of the Certificates or the marketability (liquidity) for the Certificates. See description of "RATINGS" herein.

The Certificates of the Bond Insurer are contractual Certificates and in an event of default by the Bond Insurer, the remedies available may be limited by applicable bankruptcy law or state law related to insolvency of insurance companies.

Neither the City or Underwriters have made independent investigation into the claims paying ability of the Bond Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Bond Insurer is given. Thus, when making an investment decision, potential investors should carefully consider the ability of the City to pay principal and interest on the Certificates and the claims paying ability of the Bond Insurer, particularly over the life of the investment. See "BOND INSURANCE" herein for further information.

REGISTRATION, TRANSFER AND EXCHANGE

Initial Paying Agent/Registrar

The initial Paying Agent/Registrar is UMB Bank, N.A. Austin, Texas. In the Ordinance, the City retains the right to replace the Paying Agent/Registrar for the Certificates. If a Paying Agent/Registrar is replaced by the City, such Paying Agent/Registrar, promptly upon the appointment of its successor, is required to deliver the registration records to the successor Paying Agent/Registrar. Any successor Paying Agent/Registrar selected by the City shall be a commercial bank, trust company or other entity duly qualified and legally authorized to serve as and perform the duties of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City shall promptly cause a written notice of such change to be sent to each registered owner of the Certificates affected by the change, by United States mail, first class postage prepaid, which notice shall give the address for the new Paying Agent/Registrar.

Future Registration

In the event the use of the "Book-Entry-Only System" for the Certificates should be discontinued, printed certificates evidencing the Certificates will be delivered to the Registered Owners of the Certificates affected thereby and thereafter such Certificates may be transferred, registered and assigned on the registration books only upon presentation and surrender of such printed security certificates to the Paying Agent/Registrar, and such registration and transfer shall be without expense or service charge to the Registered Owner except for any tax or other governmental charges required to be paid with respect to such registration and transfer. The Certificates may be assigned by the execution of an assignment form on the Certificates or by other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. New Certificates will be delivered by the Paying Agent/Registrar in lieu of the Certificates being transferred or exchanged at the designated office of the Paying Agent/Registrar, or sent by United States registered mail to the new Registered Owner at the Registered Owner's request, risk and expense. To the extent possible, new security certificates issued in an exchange or transfer of Certificates will be delivered to the Registered Owner or assignee of the owner in not more than three (3) business days after the receipt of the Certificates to be canceled in the exchange or transfer and the written instrument of transfer or request for exchange duly executed by the owner or his duly authorized agent, in form satisfactory to the Paying Agent/Registrar. New security certificates registered and delivered in an exchange or transfer shall be in denominations of \$5,000 of principal amount for any one maturity or any integral multiple thereof and for a like aggregate principal amount as the Certificates surrendered for exchange or transfer (see "BOOK-ENTRY-ONLY SYSTEM" herein).

Mutilated, Destroyed, Lost, or Stolen Certificates

If any Certificate is mutilated, destroyed, stolen or lost, a new Certificate in the same principal amount as the Certificate so mutilated, destroyed, stolen or lost will be issued. In the case of a mutilated Certificate, such new Certificate will be delivered only upon surrender and cancellation of such mutilated Certificate. In the case of any Certificate issued in lieu of and in substitution for a Certificate which has been destroyed, stolen or lost, such new Certificate will be delivered only (a) upon filing with the City and the Paying Agent/Registrar evidence satisfying to them that such Certificate has been destroyed, stolen or lost and proof of the ownership thereof, and (b) upon furnishing the City and the Paying Agent/Registrar with indemnity satisfactory to them. The person requesting the authentication and delivery of a new Certificate must pay such expenses as the Paying Agent/Registrar may incur in connection therewith.

Payment Record

The City has never defaulted on the payment of its bonded indebtedness.

AD VALOREM PROPERTY TAXATION

The following is a summary of certain provisions of State law as it relates to ad valorem taxation and is not intended to be complete. Prospective investors are encouraged to review Title I of the Texas Tax Code, as amended (the "Property Tax Code"), for identification of property subject to ad valorem taxation, property exempt or which may be exempted from ad valorem taxation if claimed, the appraisal of property for ad valorem tax purposes, and the procedures and limitations applicable to the levy and collection of ad valorem taxes.

Valuation of Taxable Property

The Property Tax Code provides for countywide appraisal and equalization of taxable property values and establishes in each county of the State an appraisal district and an appraisal review board (the "Appraisal Review Board") responsible for appraising property for all taxing units within the county. The appraisal of property within the City is the responsibility of the Hidalgo County Appraisal District (the "Appraisal District"). Except as generally described below, the Appraisal District is required to appraise all property within the Appraisal District on the basis of 100% of its market value and is prohibited from applying any assessment ratios. In determining market value of property, the Appraisal District is required to consider the cost method of appraisal, the income method of appraisal and the market data comparison method of appraisal, and use the method the chief appraiser of the Appraisal District considers most appropriate. The Property Tax Code requires appraisal districts to reappraise all property in its jurisdiction at least once every three (3) years. A taxing unit may require annual review at its own expense, and is entitled to challenge the determination of appraised value of property within the taxing unit by petition filed with the Appraisal Review Board.

State law requires the appraised value of an owner's principal residence ("homestead" or "homesteads") to be based solely on the property's

State law provides that eligible owners of both agricultural land and open-space land, including open-space land devoted to farm or ranch purposes or open-space land devoted to timber production, may elect to have such property appraised for property taxation on the basis of productive capacity. The same land may not be qualified as both agricultural and open-space land.

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The appraisal values set by the Appraisal District are subject to review and change by the Appraisal Review Board. The appraisal rolls, as approved by the Appraisal Review Board, are used by taxing units, such as the City, in establishing their tax rolls and tax rates (see “AD VALOREM PROPERTY TAXATION – City and Taxpayer Remedies”).

State Mandated Homestead Exemptions

State law grants, with respect to each taxing unit in the State, various exemptions for disabled veterans and their families, surviving spouses of members of the armed services killed in action and surviving spouses of first responders killed or fatally wounded in the line of duty.

Local Option Homestead Exemptions

The governing body of a taxing unit, including a city, county, school district, or special district, at its option may grant: (1) an exemption of up to 20% of the market value of all homesteads (but not less than \$5,000) and (2) an additional exemption of at least \$3,000 of the appraised value of the homesteads of persons sixty-five (65) years of age or older and the disabled. Each taxing unit decides if it will offer the local option homestead exemptions and at what percentage or dollar amount, as applicable.

Local Option Freeze for the Elderly and Disabled

The governing body of a county, municipality or junior college district may, at its option, provide for a freeze on the total amount of ad valorem taxes levied on the homesteads of persons 65 years of age or older or of disabled persons above the amount of tax imposed in the year such residence qualified for such exemption. Also, upon voter initiative, an election may be held to determine by majority vote whether to establish such a freeze on ad valorem taxes. Once the freeze is established, the total amount of taxes imposed on such homesteads cannot be increased except for certain improvements, and such freeze cannot be repealed or rescinded.

Personal Property

Tangible personal property (furniture, machinery, supplies, inventories, etc.) used in the “production of income” is taxed based on the property’s market value. Taxable personal property includes income-producing equipment and inventory. Intangibles such as goodwill, accounts receivable, and proprietary processes are not taxable. Tangible personal property not held or used for production of income, such as household goods, automobiles or light trucks, and boats, is exempt from ad valorem taxation unless the governing body of a taxing unit elects to tax such property.

Freeport and Goods-In-Transit Exemptions

Certain goods that are acquired in or imported into the State to be forwarded outside the State, and are detained in the State for 175 days or less for the purpose of assembly, storage, manufacturing, processing or fabrication (“Freeport Property”) are exempt from ad valorem taxation unless a taxing unit took official action to tax Freeport Property before April 1, 1990 and has not subsequently taken official action to exempt Freeport Property. Decisions to continue taxing Freeport Property may be reversed in the future; decisions to exempt Freeport Property are not subject to reversal. Certain goods, that are acquired in or imported into the State to be forwarded to another location within or without the State, stored in a location that is not owned by the owner of the goods and are transported to another location within or without the State within 175 days (“Goods-in-Transit”), are generally exempt from ad valorem taxation; however, the Property Tax Code permits a taxing unit, on a local option basis, to tax Goods-in-Transit if the taxing unit takes official action, after conducting a public hearing, before January 1 of the first tax year in which the taxing unit proposes to tax Goods-in-Transit. Goods-in-Transit and Freeport Property do not include oil, natural gas or petroleum products, and Goods-in-Transit does not include aircraft or special inventories such as manufactured housing inventory, or a dealer’s motor vehicle, boat, or heavy equipment inventory. A taxpayer may receive only one of the Goods-in-Transit or Freeport Property exemptions for items of personal property.

Other Exempt Property

Other major categories of exempt property include property owned by the State or its political subdivisions if used for public purposes, property exempt by federal law, property used for pollution control, farm products owned by producers, property of nonprofit corporations used for scientific research or educational activities benefitting a college or university, designated historic sites, solar and wind-powered energy devices, and certain classes of intangible personal property.

Temporary Exemption for Qualified Property Damaged by a Disaster

The Property Tax Code entitles the owner of certain qualified (i) tangible personal property used for the production of income, (ii) improvements to real property, and (iii) manufactured homes located in an area declared by the governor to be a disaster area following a disaster and is at least 15 percent damaged by the disaster, as determined by the chief appraiser, to an exemption from taxation of a portion of the appraised value of the property. The amount of the exemption ranges from 15 percent to 100 percent based upon the damage assessment

rating assigned by the chief appraiser. Except in situations where the territory is declared a disaster on or after the date the taxing unit a tax rate for the year in which the disaster declaration is issued, the governing body of the taxing unit is not required to take any action in order for the taxpayer to be eligible for the exemption. If a taxpayer qualifies for the exemption after the beginning of the tax year, the amount of the exemption is prorated based on the number of days left in the tax year following the day on which the governor declares the area to be a disaster area. For more information on the exemption, reference is made to Section 11.35 of the Property Tax Code, as amended. Section 11.35 of the Property Tax Code was enacted during the 2019 legislative session, and there is no judicial precedent for how the statute will be applied. Texas Attorney General Opinion KP-0299, issued on April 13, 2020, concluded a court would likely find the Texas Legislature intended to limit the temporary tax exemption to apply to property physically harmed as a result of a declared disaster.

Tax Increment Reinvestment Zones

A city or county, by petition of the landowners or by action of its governing body, may create one or more tax increment reinvestment zones ("TIRZ") within its boundaries. At the time of the creation of the TIRZ, a "base value" for the real property in the TIRZ is established and the difference between any increase in the assessed valuation of taxable real property in the TIRZ in excess of the base value is known as the "tax increment". During the existence of the TIRZ, all or a portion of the taxes levied against the tax increment by a city or county, and all other overlapping taxing units that elected to participate, are restricted to paying only planned project and financing costs within the TIRZ and are not available for the payment of other Certificates of such taxing units. See "AD VALOREM PROPERTY TAXATION" – City Application of Property Tax Code" for descriptions of any TIRZ created in the City.

Tax Abatement Agreements

Taxing units may also enter into tax abatement agreements to encourage economic development. Under the agreements, a property owner agrees to construct certain improvements on its property. The taxing unit, in turn, agrees not to levy a tax on all or part of the increased value attributable to the improvements until the expiration of the agreement. The abatement agreement could last for a period of up to 10 years. See "AD VALOREM PROPERTY TAXATION – City Application of Property Tax Code" for descriptions of any of the City's tax abatement agreements.

Public Hearing and Maintenance and Operation Tax Rate Limitations

The following terms as used in this section have the meanings provided below:

"adjusted" means lost values are not included in the calculation of the prior year's taxes and new values are not included in the current year's taxable values.

"de minimis rate" means the maintenance and operations tax rate that will produce the prior year's total maintenance and operations tax levy (adjusted) from the current year's values (adjusted), plus the rate that produces an additional \$500,000 in tax revenue when applied to the current year's taxable value, plus the debt service tax rate.

"no-new-revenue tax rate" means the combined maintenance and operations tax rate and debt service tax rate that will produce the prior year's total tax levy (adjusted) from the current year's total taxable values (adjusted).

"special taxing unit" means a city for which the maintenance and operations tax rate proposed for the current tax year is 2.5 cents or less per \$100 of taxable value.

"unused increment rate" means the cumulative difference between a city's voter-approval tax rate and its actual tax rate for each of the tax years 2020 through 2022, which may be applied to a city's tax rate in tax years 2021 through 2023 without impacting the voter-approval tax rate.

"voter-approval tax rate" means the maintenance and operations tax rate that will produce the prior year's total maintenance and operations tax levy (adjusted) from the current year's values (adjusted) multiplied by 1.035, plus the debt service tax rate, plus the "unused increment rate".

The City's tax rate consists of two components: (1) a rate for funding of maintenance and operations expenditures in the current year (the "maintenance and operations tax rate"), and (2) a rate for funding debt service in the current year (the "debt service tax rate"). Under State law, the assessor for the City must submit an appraisal roll showing the total appraised, assessed, and taxable values of all property in the City to the City Council by August 1 or as soon as practicable thereafter.

A city must annually calculate its "voter-approval tax rate" and "no-new-revenue tax rate" (as such terms are defined above) in accordance with forms prescribed by the State Comptroller and provide notice of such rates to each owner of taxable property within the city and the county tax assessor-collector for each county in which all or part of the city is located. A city must adopt a tax rate before the later of September 30 or the 60th day after receipt of the certified appraisal roll, except that a tax rate that exceeds the voter-approval tax rate must be adopted not later than the 71st day before the next occurring November uniform election date. If a city fails to timely adopt a tax rate, the tax rate is statutorily set as the lower of the no-new-revenue tax rate for the current tax year or the tax rate adopted by the city for the preceding tax year.

As described below, the Property Tax Code provides that if a city adopts a tax rate that exceeds its voter-approval tax rate or, in certain cases, its "de minimis rate", an election must be held to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate.

A city may not adopt a tax rate that exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate until each appraisal district

For cities with a population of 30,000 or more as of the most recent federal decennial census, if the adopted tax rate for any tax year exceeds the voter-approval tax rate, that city must conduct an election on the next occurring November uniform election date to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate.

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For cities with a population less than 30,000 as of the most recent federal decennial census, if the adopted tax rate for any tax year exceeds the greater of (i) the voter-approval tax rate or (ii) the de minimis rate, the city must conduct an election on the next occurring November uniform election date to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate. However, for any tax year during which a city has a population of less than 30,000 as of the most recent federal decennial census and does not qualify as a special taxing unit, if a city's adopted tax rate is equal to or less than the de minimis rate but greater than both (a) the no-new-revenue tax rate, multiplied by 1.08, plus the debt service tax rate or (b) the city's voter-approval tax rate, then a valid petition signed by at least three percent of the registered voters in the city would require that an election be held to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate.

Any city located at least partly within an area declared a disaster area by the Governor of the State or the President of the United States during the current year may calculate its "voter-approval tax rate" using a 1.08 multiplier, instead of 1.035, until the earlier of (i) the second tax year in which such city's total taxable appraised value exceeds the taxable appraised value on January 1 of the year the disaster occurred, or (ii) the third tax year after the tax year in which the disaster occurred.

State law provides cities and counties in the State the option of assessing a maximum one-half percent (1/2%) sales and use tax on retail sales of taxable items for the purpose of reducing its ad valorem taxes, if approved by a majority of the voters in a local option election. If the additional sales and use tax for ad valorem tax reduction is approved and levied, the no-new-revenue tax rate and voter-approval tax rate must be reduced by the amount of the estimated sales tax revenues to be generated in the current tax year.

The calculations of the no-new-revenue tax rate and voter-approval tax rate do not limit or impact the City's ability to set a debt service tax rate in each year sufficient to pay debt service on all of the City's tax-supported debt Certificates, including the Certificates.

Reference is made to the Property Tax Code for definitive requirements for the levy and collection of ad valorem taxes and the calculation of the various defined tax rates.

Debt Tax Rate Limitations

Article XI, Section 5 of the Constitution of the State of Texas provides that the ad valorem taxes levied by the City for general purposes and for the purpose of paying the principal of and interest on the City's indebtedness may not exceed \$2.50 for each \$100 of assessed valuation of taxable property. There is no constitutional or statutory limitation within the \$2.50 rate for interest and sinking fund purposes; however, the Texas Attorney General has adopted an administrative policy that prohibits the issuance of debt by a municipality, such as the City, if its issuance produces debt service requirements exceeding that which can be paid from \$1.50 of the foregoing \$2.50 maximum tax rate calculated at 90% collection. The issuance of the Certificates does not violate the constitutional restriction or the Texas Attorney General's administrative policy.

City and Taxpayer Remedies

Under certain circumstances, the City and its taxpayers may appeal the determinations of the Appraisal District by timely initiating a protest with the Appraisal Review Board. Additionally, taxing units such as the City may bring suit against the Appraisal District to compel compliance with the Property Tax Code.

Owners of certain property with a taxable value of at least \$50 million and situated in a county with a population of one million or more as of the most recent federal decennial census may additionally protest the determinations of appraisal district directly to a three-member special panel of the appraisal review board, selected by a State district judge, consisting of highly qualified professionals in the field of property tax appraisal.

The Property Tax Code sets forth notice and hearing procedures for certain tax rate increases by the City and provides for taxpayer referenda that could result in the repeal of certain tax increases (See "-- Public Hearing and Maintenance and Operation Tax Rate Limitations".) The Property Tax Code also establishes a procedure for notice to property owners of reappraisals reflecting increased property value, appraisals which are higher than renditions, and appraisals of property not previously on an appraisal roll.

Levy and Collection of Taxes

The City is responsible for the collection of its taxes, unless it elects to transfer such functions to another governmental entity. Taxes are due October 1, or when billed, whichever comes later, and become delinquent after January 31 of the following year. Taxpayers 65 years old or older, disabled veterans or an unmarried surviving spouse of a disabled veteran, are permitted by State law to pay taxes on homesteads in four installments with the first installment due before February 1 of each year and the final installment due before August 1. A delinquent tax incurs a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent, plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent. If the tax is not paid by July 1 of the year in which it becomes delinquent, the tax incurs a total penalty of twelve percent (12%) regardless of the number of months the tax has been delinquent and incurs an additional penalty of up to twenty percent (20%) if imposed by the City. The delinquent tax also

accrues interest at a rate of one percent (1%) for each month or portion of a month it remains unpaid. The Property Tax Code also provides a provision for the split payment of taxes, discounts for early payment and the postponement of the delinquency date of taxes for certain taxpayers. Furthermore, the City may provide, on a local option basis, for the split payment, partial payment, and discounts for early payment of taxes under certain circumstances. See “AD VALOREM TAX PROCEDURES – Temporary Exemption for Qualified Property Damaged by a Disaster” for further information related to a discussion of the applicability of this section of the Property Tax Code.

City’s Rights in the Event of Tax Delinquencies

Taxes levied by the City are a personal obligation of the owner of the property as of January 1 of the year for which the tax is imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all State and local taxes, penalties, and interest ultimately imposed for the year on the property. The lien exists in favor of the State and each local taxing unit, including the City, having power to tax the property. Personal property, under certain circumstances, is subject to seizure and sale for the payment of delinquent taxes.

At any time after taxes on property become delinquent, the City may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both. In filing a suit to foreclose a tax lien on real property, the City must join other taxing units that have claims for delinquent taxes against all or part of the same property.

Collection of delinquent taxes may be adversely affected by the amount of taxes owed to other taxing units, by the effects of market conditions on the foreclosure sale price, by taxpayer redemption rights (a taxpayer may redeem property within two (2) years after the purchaser’s deed issued at the foreclosure sale is filed in the county records) or by bankruptcy proceedings which restrict the collection of taxpayer debts.

Federal bankruptcy law provides that an automatic stay of actions by creditors and other entities, including governmental units, goes into effect with the filing of any petition in bankruptcy. The automatic stay prevents governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In many cases, post-petition taxes are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

City Application of Property Tax Code

The City does grant a local option exemption of the market value of all residence homesteads.

The City does not grant a local option exemption of the market value of the residence homestead of persons 65 years of age or older.

The City does grant a local option freeze on taxes for persons 65 years of age or older or disabled persons.

The City does permit split payments, and discounts are not allowed.

The City does not tax Freeport Property.

The City does not tax Goods-in-Transit.

The City has not adopted a tax abatement policy with respect to certain areas within the City.

The City does participate in a TIRZ. On September 24, 2001, the City approved a Tax Increment Reinvestment Zone (the “Reinvestment Zone”) under Chapter 311 of the Tax Code and on December 10, 2001 approved an enlargement to that Reinvestment Zone. The Reinvestment Zone became effective on January 1, 2002. The total area included in the Reinvestment Zone is approximately 7,295.63 acres. Accordingly, the tax revenue from the incremental value of these approximately 7,406 acres and improvements thereon, is not available to the City to use for the repayment of bonds. Only the value of the acreage for the 2001 base tax year is available for levy to pay the Certificates. Tax revenues generated from the incremental value in the zone are allocable to expenditures within the Zone, including the payment of debt service on the bonds issued solely to make improvements in the Zone.

INVESTMENTS

The City invests its funds in investments authorized by Texas law in accordance with investment policies approved by the City Council of the City. Both State law and the City’s investment policies are subject to change.

Legal Investments

Under Texas law (Texas Public Funds Investment Act; Chapter 2256, Texas Government Code, as amended), the City is authorized to invest in the following:

- (1) Certificates, including letters of credit, of the United States or its agencies and instrumentalities,
- (2) direct Certificates of the State of Texas or its agencies and instrumentalities;

(4) other Certificates, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the State of Texas or the United States or their respective agencies and instrumentalities, including Certificates that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;

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(5) Certificates of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent,

(6) bonds issued, assumed or guaranteed by the State of Israel;

(7) certificates of deposit and share certificates, respectively, meeting the requirements of the Texas Public Funds Investment Act (a) that are issued, by or through an institution that has its main office or a branch office in Texas and are guaranteed, respectively, or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, or are secured as to principal by Certificates described in clauses (1) through (6) above, or in any other manner and amount provided by law for City deposits; or (b) that are invested by the City through (i) a broker whose services are legally procured by the City that has its main office or a branch office in this state and is selected from a list of qualified brokers reviewed, revised and adopted at least annually by the City to undertake investment transactions with the entity, or (ii) a depository institution that has its main office or a branch office in the State of Texas and otherwise meets the requirements of the Public Funds Investment Act (Chapter 2256 of the Texas Government Code); and (c) the selected broker or the depository institution selected by the City (i) arranges for the deposit of funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City, (ii) the City appoints (A) a qualified depository, or (B) a qualified custodian which may include: (I) a state or national bank (II) that is designated by the State Comptroller as a state depository; (III) has its main office or a branch office in this state; and (IV) has a capital stock and permanent surplus of \$5 million or more; or (is has its main office or a branch office in this state; or (V) the Texas Treasury Safekeeping Trust Company; a Federal Reserve Bank or a branch of a Federal Reserve Bank; or federal home loan bank.

(8) fully collateralized repurchase agreements that have a defined termination date, are fully secured by a combination of cash and Certificates described in clause (1) above which are pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party custodian selected and approved by the City and are placed through a primary government securities dealer, as defined by the Federal Reserve, or through a financial institution doing business in the State;

(9) bankers' acceptances with the remaining term of 270 days or fewer from the date of issuance, which will be, in accordance with their terms, liquidated in full at maturity; are eligible collateral for borrowing from a Federal Reserve Bank, if the short-term Certificates of the accepting bank or its parent are rated at least A-1 or P-1 or the equivalent by at least one nationally recognized credit rating agency;

(10) commercial paper with the remaining term of 270 days or less from the date of issuance that is rated at least A-1 or P-1 or the equivalent by at least (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a U.S. or state bank,

(11) no-load money market mutual funds registered with and regulated by the United States Securities and Exchange Commission that have a dollar weighted average portfolio maturity of 90 days or less and include in their investment objectives the maintenance of a stable net asset value of \$1 for each share,

(12) no-load mutual fund registered with the United States Securities and Exchange Commission that: have an average weighted maturity of less than two years, invest exclusively in Certificates described in the preceding clauses and clause, and are continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than "AAA" or its equivalent;

(13) public funds investment pools that have an advisory board which includes participants in the pool and are continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than "AAA" or its equivalent and bonds issued, assumed or guaranteed by the State of Israel;

(14) If specifically authorized in the Order or Resolution authorizing the issuance of bonds or other policies, bond proceeds may be invested in guaranteed investment contracts ("GICs") that have a defined termination date and are secured by Certificates of the United States or its agencies and instrumentalities in an amount at least equal to the amount of bond proceeds under such contract, other than as prohibited as described under "Prohibited Investments". For GICs to be eligible as an authorized investment, (1) GICs must be specifically authorized by the governing body of the City in the order, ordinance, or resolution authorizing the issuance of bonds; (2) the entity must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received; (3) the entity must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received; (4) the price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and (5) the provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

(15) The City may enter into securities lending programs if (a) the value of the securities loaned under the program, including the accrued interest thereon, are fully collateralized; a loan made under the program allows for termination at any time; and a loan made under the program is either secured by (i) Certificates that are described in clauses (1) through (6) and clause (13) above, (ii) pledged irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than A or its equivalent, or (iii) cash invested in Certificates described in clauses (1) through (6) and clauses (10), (11) and (12) above, or an authorized investment pool; (b) securities held as collateral under a loan are pledged to the City or a third party designated by the City; (c) a loan made under the

program is placed through either a primary government securities dealer or a financial institution doing business in the State of Texas; the agreement to lend securities has a term of one year or less.

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Prohibited Investments

The City is specifically prohibited from investing in: (1) Certificates whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) Certificates whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest; (3) collateralized mortgage Certificates that have a stated final maturity of greater than 10 years; and (4) collateralized mortgage Certificates the interest rate of which is determined by an index that adjusts opposite to changes in a market index.

Investments Through An Investment Pool

The City may invest its funds and funds under its control through an eligible investment pool if the board of trustees of the City by rule, order or resolution, as appropriate, authorizes investment in the particular pool. To be eligible, an investment pool must invest the funds it receives from the City in authorized investments permitted by the Act, including mutual funds and must furnish to the City's investment officer or other authorized representative of the City an offering circular or other similar disclosure instrument that contains, at a minimum, the following information: the types of investments in which money is allowed to be invested; the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool; the maximum stated maturity date any investment security within the portfolio has; the objectives of the pool; the size of the pool; the names of the members of the advisory board of the pool and the dates their terms expire; the custodian bank that will safe keep the pool's assets; whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation; whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment; the name and address of the independent auditor of the pool; the requirements to be satisfied for a City to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the City to invest funds in and withdraw funds from the pool; and the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

In order to maintain eligibility to receive funds from and invest funds on behalf of the City, an investment pool must disclose to the City's investment officer in its offering circular or other disclosure report, and, on its internet site if it operates an internet site, the information required to be disclosed under the previous paragraph hereof; and also furnish to the investment officer or other authorized representative of the City: investment transaction confirmations; and a monthly report that contains, at a minimum, the following information: (A) the types and percentage breakdown of securities in which the pool is invested; (B) the current average dollar-weighted maturity, based on the stated maturity date, of the pool; (C) the current percentage of the pool's portfolio in investments that have stated maturities of more than one year; (D) the book value versus the market value of the pool's portfolio, using amortized cost valuation; (E) the size of the pool; (F) the number of participants in the pool; (G) the custodian bank that is safekeeping the assets of the pool; (H) a listing of daily transaction activity of the City participating in the pool; (I) the yield and expense ratio of the pool (yield, and how yield is calculated, must be reported to pool investors in accordance with regulations of the federal Securities and Exchange Commission applicable to reporting by money market funds.); (J) the portfolio managers of the pool; and (K) any changes or addenda to the offering circular; (k) an annual audited financial statement of the investment pool in which the City has funds; (L); if the pool in its advertising offers fee breakpoints based on fund balances invested, to include either all levels of return based on the breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested.

The City may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

A public funds investment pool created to function as a money market mutual fund must: mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a \$1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between 0.995 and 1.005; must have an advisory board composed: (A) equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool managed by a state agency; or (B) of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

Investment Policies

Under Texas law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that includes a list of authorized investments for City funds, maximum allowable stated maturity of any individual investment owned by the City and the maximum average dollar-weighted maturity allowed for pooled fund groups and methods to monitor the market price of investments acquired with public funds and the liquidation of such investments consistent with the requirement that investments not retaining a minimum rating do not qualify as an authorized investment and should be liquidated;. All City funds must be invested consistent with a formally adopted "Investment Strategy Statement" that specifically addresses each fund's investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under Texas law, City investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering

the beginning market value, any additions and changes to market value and the ending value of each pooled fund group, (4) the book value and market value of each separately listed asset at the beginning and end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategy statements and (b) state law. No person may invest City funds without express written authority from the Board of Trustees.

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Additional Provisions

Under Texas law, the City is additionally required to: (1) annually review its adopted policies and strategies, (2) adopt a rule, order, ordinance or resolution stating that it has reviewed its investment policy and investment strategies and records any changes made to either its investment policy or investment strategy in the respective rule, order, ordinance or resolution, (3) require any investment officers with personal business relationships or relatives with firms seeking to sell securities to the entity to disclose the relationship and file a statement with the Texas Ethics Commission and the Board of Trustees; (4) require the qualified representative of firms offering to engage in an investment transaction with the City to: (a) receive and review the City's investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude investment transactions conducted between the City and the business organization that are not authorized by the City's investment policy (except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards), and (c) deliver a written statement in a form acceptable to the City and the business organization attesting to these requirements; (5) perform an annual audit of the management controls on investments and adherence to the City's investment policy; (6) provide specific investment training for the Treasurer, Chief Financial Officer and investment officers; (7) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse purchase agreement; (8) restrict the investment in no load mutual funds in the aggregate to no more than 15% of the City's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service; (9) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements, and (10) at least annually review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

See Appendix A – Table 12 for description of the City's current investments.

PENSION PLANS AND DEFERRED COMPENSATION PLANS

All qualified employees of the City are members of the Texas Municipal Retirement System. Covered employees of the City contribute 7% of gross covered salary. The City's contribution is determined annually by actuarial study as a percent of gross covered payroll. For the calendar year 2025, the rate was 8.77%. For additional information, refer to the notes to the Combined Financial Statements for the year ended September 30, 2023, in Appendix C herein.

TAX MATTERS

Opinion

On the date of initial delivery of the Certificates, the Perez Law Firm, PLLC, McAllen, Texas, Bond Counsel, will render its respective opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof ("Existing Law"), (1) interest on the Certificates for federal income tax purposes will be excludable from the "gross income" of the holders thereof and (2) the Certificates will not be treated as a tax preference item, the interest on which would be included as an alternative minimum tax of individuals or corporations under section 57(a)(5) of the Internal Revenue Code of 1986 (the "Code"). Except as stated above, Bond Counsel will express no opinion as to any other federal, state or local tax consequences of the purchase, ownership or disposition of the Certificates. See Appendix D-- Form of Bond Counsel's Opinion.

In rendering its opinions, Bond Counsel will rely upon (a) certain information and representations of the City, including information and representations contained in the City's federal tax certificates, (b) covenants of the City contained in the Certificate documents relating to certain matters, including arbitrage and the use of the proceeds of the Certificates. Failure by the City to observe the aforementioned representations or covenants could cause the interest on the Certificates to become taxable retroactively to the date of issuance.

The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied subsequent to the issuance of the Certificates in order for interest on the Certificates to be, and to remain, excludable from gross income for federal income tax purposes. Failure to comply with such requirements may cause interest on the Certificates to be included in gross income retroactively to the date of issuance of the Certificates. The opinions of Bond Counsel are conditioned on compliance by the City with such requirements, and Bond Counsel has not been retained to monitor compliance with these requirements subsequent to the issuance of the Certificates.

Bond Counsel's opinions represent its legal judgment based upon its review of Existing Law and the reliance on the aforementioned information, representations and covenants. Bond Counsel's opinion is not a guarantee of a result. Existing Law is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Certificates.

A ruling was not sought from the Internal Revenue Service by the City with respect to the Certificates or the property financed or refinanced with proceeds of the Certificates. No assurances can be given as to whether the Internal Revenue Service will commence an audit of the

Certificates, or as to whether the Internal Revenue Service would agree with the opinion of Bond Counsel. If an Internal Revenue audit is commenced, under current procedures the Internal Revenue Service is likely to treat the City as the taxpayer and the owners. Certificates may have no right to participate in such procedure. No additional interest will be paid by the City upon any determination of taxability.

Item 32.

Federal Income Tax Accounting Treatment of Original Issue Discount

The initial public offering price to be paid for one or more maturities of the Certificates may be less than the maturity amount thereof or one or more periods for the payment of interest on the Certificates may not be equal to the accrual period or be in excess of one year (the "Original Issue Discount Certificates"). In such event, the difference between (i) the "stated redemption price at maturity" of each Original Issue Discount Certificate, and (ii) the initial offering price to the public of such Original Issue Discount Certificate would constitute original issue discount. The "stated redemption price at maturity" means the sum of all payments to be made on the Certificates less the amount of all periodic interest payments made thereon. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year. Under Existing Law, any owner who has purchased such Original Issue Discount Certificate in the initial public offering is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such Original Issue Discount Certificate equal to that portion of the amount of such original issue discount allocable to the accrual period. For a discussion of certain collateral federal tax consequences, see discussion set forth below. In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Certificate prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Certificate in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Certificate was held by such initial owner) is includable in gross income.

Under Existing Law, the original issue discount on each Original Issue Discount Certificate is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Certificates and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Certificate for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Certificate.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Certificates which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Certificates should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Certificate and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Certificate.

Collateral Federal Income Tax Consequences

The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Certificates. This discussion is based on existing statutes, regulations, published rulings and court decisions, all of which are subject to change or modification, retroactively.

The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, such as financial institutions, property and casualty insurance companies, life insurance companies, individual recipients of Social Security or Railroad Retirement benefits, individuals allowed an earned income credit, certain S corporations with accumulated earnings and profits and excess passive investment income, foreign corporations subject to the branch profits tax and taxpayers who may be deemed to have incurred or continued indebtedness to purchase tax-exempt Certificates.

THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIAL PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF TAX-EXEMPT CERTIFICATES BEFORE DETERMINING WHETHER TO PURCHASE THE CERTIFICATES.

Interest on the Certificates will be includable as an adjustment for "adjusted current earnings" to calculate the alternative minimum tax imposed on corporations by section 55 of the Code.

Under section 6012 of the Code, holders of tax-exempt Certificates, such as the Certificates, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation. Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Certificates, if such obligation was acquired at a "market discount" and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to "market discount bonds" to the extent such gain does not exceed the accrued market discount of such bonds; although for this purpose, a de minimis amount of market discount is ignored. A "market discount bond" is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the "revised issue price" (i.e., the issue price plus accrued original issue discount). The "accrued market discount" is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Certificates under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences of the purchase of the Certificates by investors who are not United States persons.

LITIGATION

Various lawsuits pending against the City involve claims relating to general liability, automotive liability, workers' compensation, civil rights actions, and various contractual matters. In the opinion of the City's management, the outcome of the pending litigation will not have a material adverse effect on the City's financial position or operations.

Federal Investigation Relating to Lease Purchase Agreement

On March 25, 2021, the City entered into a tax-exempt lease purchase agreement (the "LPA") with Performance Services, Inc. ("PSI") with respect to the financing of the acquisition and installation of water meters and led lighting throughout the City for energy savings. The amount of the LPA totaled \$17,247,078.49. In 2021, the Federal Bureau of Investigation (the "FBI") issued a subpoena to the City requesting information relating to the procurement and approval of the LPA with PSI. The City complied with providing the requested information. The City is unaware of the existence or status of any FBI investigation relating to this matter.

CYBERSECURITY EVENT

On February 28, 2025, the City's entire computer network suffered a cybersecurity incident such that the City's entire server and back up servers were encrypted by ransomware (the "Cybersecurity Event"). The City has resolved the Cybersecurity Event and approximately ninety-five percent of the information lost has been recovered. The City carried cybersecurity insurance at the time of the Cybersecurity Event. The Cybersecurity Event did not have a material adverse impact on the City's finances. In response to the Cybersecurity Event, the City has (1) engaged a 24/7 cybersecurity monitoring service, (2) partnered with the University of Texas Rio Grande Valley and the Alamo Regional Security Operation Centers for best practices and cybersecurity assessments, (3) established immutable back-up solutions, (4) migrated local applications to the Cloud, (5) provided for ongoing employee cybersecurity training, and (6) improved network segregation and security posture with new, robust firewalls.

REGISTRATION AND QUALIFICATION OF CERTIFICATES FOR SALE

The sale of the Certificates has not been registered under the Securities Act of 1933 (the "Act"), as amended, in reliance upon exemptions provided in such Act. The Certificates have not been qualified under the Securities Act of Texas in reliance upon exemptions contained therein; nor have the Certificates been qualified under the securities acts of any other jurisdiction. The City assumes no responsibility for qualification of the Certificates under the securities laws of any jurisdiction in which they may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Certificates shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions.

LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS

Section 1201.041 of the Public Securities Procedures Act (Chapter 1201, Texas Government Code) provides that the Certificates are negotiable instruments governed by Chapter 8, Texas Business and Commerce Code, and are legal and authorized investments for insurance companies, fiduciaries, and trustees, and for the sinking funds of municipalities or other political subdivisions or public agencies of the State of Texas. With respect to investment in the Certificates by municipalities or other political subdivisions or public agencies of the State of Texas, the Public Funds Investment Act, Chapter 2256, Texas Government Code, requires that the Certificates be assigned a rating of at least "A" or its equivalent as to investment quality by a national rating agency. See "RATINGS" herein. In addition, various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Certificates are legal investments for state banks, savings banks, trust companies with at least \$1 million of capital, and savings and loan associations. The Certificates are eligible to secure deposits of any public funds of the State, its agencies, and its political subdivisions, and are legal security for those deposits to the extent of their market value.

The City has made no investigation of other laws, rules, regulations or investment criteria which might apply to such institutions or entities or which might limit the suitability of the Certificates for any of the foregoing purposes or limit the authority of such institutions or entities to purchase or invest in the Certificates for such purposes. The City has made no review of laws in other states to determine whether the Certificates are legal investments for various institutions in those states.

LEGAL MATTERS

The delivery of the Certificates is subject to the approval of the Attorney General of Texas to the effect that the Certificates are valid and legally binding Certificates of the City payable from the proceeds of an annual ad valorem tax levied, within the limits prescribed by law, upon all taxable property in the City and that the Certificates are additionally secured by a limited pledge on the Net Revenue from the City's Waterworks and Sewer System in an amount not to exceed 1,000, and the approving legal opinion of Bond Counsel, to like effect and to the effect that the interest on the Certificates will be excludable from gross income for federal income tax purposes under Section 103(a) of the Code, subject to the matters described under "TAX MATTERS" herein. The form of Bond Counsel's opinion is attached hereto as Appendix

D. The legal fee to be paid Bond Counsel for services rendered in connection with the issuance of the Certificates is contingent upon the sale and delivery of the Certificates. The legal opinion of Bond Counsel will accompany the Certificates deposited with DTC or will be printed on the definitive Certificates in the event of the discontinuance of the Book-Entry-Only System. Certain legal matters will be passed upon for the Underwriters by the Jackson Walker LLP, San Antonio, Texas. The legal fee of such firm is contingent upon the sale and delivery of the Certificates.

Bond Counsel was engaged by, and only represents, the City. The various legal opinions to be delivered concurrently with the delivery of the Certificates express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction. Except as noted below, Bond Counsel did not take part in the preparation of the Official Statement, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained herein except that in its capacity as Bond Counsel, such firm has reviewed the information appearing under captions "THE CERTIFICATES", "REGISTRATION, TRANSFER AND EXCHANGE" (except under the sub-caption "Payment Record"), "TAX MATTERS", "REGISTRATION AND QUALIFICATION OF CERTIFICATES FOR SALE", "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS", "LEGAL MATTERS" and "CONTINUING DISCLOSURE OF INFORMATION" (except under the sub-caption "Compliance With Prior Undertakings") and such firm is of the opinion that the information relating to the Certificates and legal matters contained under such captions and sub-captions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Certificates, such information conforms to the Ordinance.

The various legal opinions to be delivered concurrently with the delivery of the Certificates express the professional judgment of the attorneys rendering the opinions as to the legal issues expressly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise from the transaction.

RATINGS

The Certificates and the other presently outstanding tax supported debt of the City have been rated "A - " by S&P Global Ratings, Inc. ("S&P") and "Baa2" by Moody's Investors Service, Inc. ("Moody's"). An explanation of the significance of such ratings may be obtained from the rating agency. The rating of the Certificates by Moody's and S&P reflects only the views of said companies at the time the rating is given, and the City makes no representations as to the appropriateness of the ratings. There is no assurance that ratings will continue for any given period of time, or that the rating will not be revised downward or withdrawn entirely by either rating agency if, in the judgment of said company, circumstances so warrant. Any such downward revision or withdrawal of any rating may have an adverse effect on the market price of the Certificates.

AUTHENTICITY OF FINANCIAL INFORMATION

The financial data and other information contained herein have been obtained from the City's records, audited financial statements and other sources which are believed to be reliable. There is no guarantee that any of the assumptions or estimates contained herein will be realized. All of the summaries of the statutes, documents and resolutions contained in this Official Statement are made subject to all of the provisions of such statutes, documents and resolutions. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information. Reference is made to original documents in all respects.

USE OF INFORMATION IN OFFICIAL STATEMENT

No person has been authorized to give any information or to make any representations other than those contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the City. This Official Statement does not constitute an offer to sell or solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer of solicitation.

UNDERWRITING

The Underwriters have agreed, subject to certain conditions, to purchase the Certificates from the City at a price equal to the initial public offering price set forth on the inside front cover of this official statement, less an underwriting discount of \$ _____. The Underwriters' Certificates are subject to certain conditions precedent. The Underwriters will be obligated to purchase all of the Certificates if any Certificates are purchased. The Certificates to be offered to the public may be offered and sold to certain dealers (including the Underwriters and other dealers depositing the Certificates into investment trusts) at prices lower than the public offering prices of such Certificates, and such public offering prices may be changed, from time to time, by the Underwriters.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement pursuant to their responsibilities to investors under the federal securities laws, but the Underwriters do not guarantee the accuracy or completeness of such information.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the City.

Item 32.

The Underwriters and their respective affiliates also may communicate independent investment recommendations, market advice, or trading ideas and/or publish or express independent research views in respect of such assets, securities or other financial instruments and at any time may hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and other financial instruments.

SAMCO Capital Markets Inc., as an Underwriter of the Certificates, has entered into a retail distribution agreement with Fidelity Capital Markets, a division of National Financial Services LLC (together with its affiliates, "Fidelity"). Under this distribution agreement, SAMCO Capital Markets Inc. may distribute municipal securities to retail investors at the original issue price through Fidelity. As part of this arrangement, SAMCO Capital Markets Inc. will compensate Fidelity for its selling efforts.

FINANCIAL ADVISOR

Estrada Hinojosa (the "Financial Advisor") is employed as Financial Advisor to the City. The fees paid the Financial Advisor for services rendered in connection with the issuance and sale of the Certificates are based on the amount of Certificates actually issued, sold and delivered, and therefore such fees are contingent on the sale and delivery of the Certificates.

The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information in this Official Statement.

FORWARD LOOKING STATEMENTS

The statements contained in this Official Statement, and in any other information provided by the City, that are not purely historical, are forward-looking statements, including statements regarding the City's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to the City on the date thereof, and the City assumes no obligation to update any such forward-looking statements. It is important to note that the City's actual results could differ materially from those in such forward-looking statements.

The forward-looking statements herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the City. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement would prove to be accurate.

CONTINUING DISCLOSURE OF INFORMATION

In the Ordinances, the City has made the following agreement for the benefit of the holders and beneficial owners of the Certificates. The City is required to observe the agreement for so long as it remains obligated to advance funds to pay the Certificates. Under the agreement, the City will be obligated to provide certain updated financial information and operating data annually, and timely notice of specified material events, to the Municipal Securities Rulemaking Board (the "MSRB").

Annual Reports

The City will provide certain updated financial information and operating data to the MSRB annually. The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type included in Appendix A of this Official Statement under Tables 1 through 7 and 9 through 12. The City will update and provide this information within six months after the end of each fiscal year in and after 2025. The City will additionally provide audited financial statements within 12 months after the end of each fiscal year ending in or after 2025.

The City may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by SEC Rule 15c2-12 (the "Rule"). The updated information will include audited financial statements, if the City commissions an audit and it is completed by the required time. If audited financial statements are not available by the required time, the City will provide unaudited financial statements by the required time, and will provide audited financial statements when and if an audit report becomes available. Any such financial statements will be prepared in accordance with the accounting principles described in Appendix C or such other accounting principles as the City may be required to employ from time to time pursuant to State law.

The City's current fiscal year end is September 30. Accordingly, it must provide updated financial information of the general type in Appendix A by the last day of March in each year, and its audited financial statements by the last day of September in each year, unless the City changes

Notice of Occurrence of Certain Events

The City also will provide timely notices of certain events to the MSRB. The City will provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner (but not in excess of ten (10) business days after the occurrence of the event): (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates; (7) modifications to rights of holders of the Certificates, if material; (8) Certificates calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Certificates, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership, or similar event of the City; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) the appointment of a successor or additional paying agent/registrar or change of name of the paying agent/registrar, if material; (15) incurrence of a "Financial Obligation" of the City (as defined by the Rule, which includes certain debt, debt-like, and debt-related obligations), if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties. Neither the Certificates nor the Ordinance make any provision for liquidity enhancement, credit enhancement, or require the funding of debt service reserves.

For these purposes, (a) any event described in clause (12) of the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under the state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding clauses (15) and (16) and in the definition of Financial Obligation above to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018.

Notice of Failure to Timely File

The City also will notify the MSRB through EMMA, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with the provisions described above.

Availability of Information

All information and documentation filing required to be made by the City in accordance with its undertaking made for the Certificates will be made with the MSRB in electronic format in accordance with MSRB guidelines. Access to such filings will be provided, without charge to the general public, by the MSRB.

Limitations and Amendments

The City has agreed to update information and to provide notices of material events only as described above. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Certificates at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders of the Certificates may seek a writ of mandamus to compel the City to comply with its agreement.

The continuing disclosure agreement may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions, as so amended, would have permitted an underwriter to purchase or sell the Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of the Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. The City may also amend or repeal the provisions of the continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling the Certificates in the primary offering of the Certificates. If the City so amends the provisions of either of the agreements described above, it shall include with any financial information or operating data next provided in accordance with such agreement an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or

For fiscal year ending September 30, 2024 ("FYE 2024"), and because of the impact on availability to data caused by a cybersecurity event, the City did not file its annual financial operating information or its unaudited financial statements by the required date of March 31, 2025. This failure to file such information constituted a "CYBERSECURITY EVENT" herein. On April 9, 2025 the City filed a notice of material event citing the failure to file such information by the required date. On June 4, 2025, the City filed its FYE 2024 annual financial operating information and its unaudited financial statements with the MSRB via EMMA. Item 32.

The City entered into a lease purchase agreement on March 25, 2021 in the amount of \$17,247,078.49. The City did not timely file a material event disclosure relating to the entering into of this financial obligation as required by the Rule. On June 4, 2025, the City filed a material event notice regarding this financial obligation with the MSRB via EMMA. The City has instituted new internal procedures to ensure timely filing of future required financial disclosures.

MISCELLANEOUS

The Ordinance will also approve the form and content of this Official Statement, and any addenda, supplement or amendment thereto, and authorize its further use in the re-offering of the Certificates by the Underwriters.

This Official Statement has been approved by the City Council of the City for distribution in accordance with the provisions of the SEC's rule codified at 17 C.F.R. Section 240.15c2-12, as amended.

/s/
Mayor
City of Mission, Texas

ATTEST:

/s/
City Secretary
City of Mission, Texas

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APPENDIX A

FINANCIAL INFORMATION REGARDING
THE CITY OF MISSION, TEXAS

Table 1 - Valuation, Exemptions, and Debt Certificates

2024 Market Valuation Established by Hidalgo County Appraisal District		\$ 8,080,107,045
Less Exemptions/Reductions at 100% Market Value:		
Productivity Loss	\$ 128,488,827	
Homestead Cap	322,915,252	
Charitable Exemption	-	
Disabled	3,540,000	
Disabled Veterans Exemptions	121,563,197	
Exempt Property	517,427,144	
House Bill 366 Exemption	264,017	
Freeport	100,269,440	
Historical	-	
Low Income Housing	11,404,569	
Leased Vehicle Expense	-	
Abatements	-	
Solar Exemption	1,373,188	
Pollution Control	6,727,200	
Over 65	56,826,271	\$ 1,270,799,105
2024 Net Taxable Assessed Valuation		<u>\$ 6,809,307,940</u>
<u>General Obligation Debt Payable from Ad Valorem Taxes as of July 1, 2025</u>		
General Obligation Refunding Bonds, Series 2016	\$ 2,130,000	
Combination Tax and Revenue Certificates of Obligation, Series 2016	8,530,000	
Combination Tax and Revenue Certificates of Obligation, Series 2018	7,985,000	
General Obligation Refunding Bonds, Series 2021	2,025,000	
Combination Tax and Revenue Certificates of Obligation, Series 2021	16,785,000	
The Certificates*	9,640,000 *	
		<u>\$ 47,095,000 *</u>
Gross Funded Debt Payable From Ad Valorem Taxes		\$ 47,095,000 *
Interest and Sinking Fund (as of 9/30/2024)		\$ 1,835,773 ⁽¹⁾
Ratio Funded Debt to Taxable Assessed Valuation	0.69%	

2025 Estimated Population -	88,251
Per Capita Taxable Assessed Valuation -	\$ 77,158
Per Capita Funded Debt -	\$ 534

Source: Hidalgo County Appraisal District.

*Preliminary, Subject to Change.

⁽¹⁾ Unaudited

Category	2025		2024		2023	
	Amount	Percent of Total	Amount	Percent of Total	Amount	Item 32. nt
Real, Residential, Single-Family	\$ 5,232,443,343	64.76%	\$ 4,856,770,577	64.10%	\$ 4,331,478,336	69.29%
Real, Residential, Multi-Family	309,890,136	3.84%	290,706,100	3.84%	245,837,206	3.93%
Real, Vacant Lots/Tracts	194,684,326	2.41%	145,232,641	1.92%	147,043,492	2.35%
Real, Acreage (Land Only)	132,049,776	1.63%	127,871,365	1.69%	126,733,262	2.03%
Real, Farm and Ranch Improvements	44,837,513	0.55%	44,138,003	0.58%	41,324,378	0.66%
Rural Land (non qualified)	-	0.00%	-	0.00%	-	0.00%
Real, Commercial/Industrial	930,847,315	11.52%	892,230,047	11.78%	860,998,607	13.77%
Real, Oil and Gas	-	0.00%	-	0.00%	-	0.00%
Tangible Non-Business Vehicles	-	0.00%	-	0.00%	-	0.00%
Real and Tangible Personal, Utilities	73,810,088	0.91%	69,465,598	0.92%	66,696,143	1.07%
Tangible Personal, Commercial/Industrial	552,200,817	6.83%	576,701,929	7.61%	358,126,926	5.73%
Tangible Personal, Mobile Homes	29,052,578	0.36%	28,524,080	0.38%	23,369,486	0.37%
Tangible Personal, Other	-	0.00%	-	0.00%	-	0.00%
Real Property, Inventory	11,991,042	0.15%	19,111,105	0.25%	17,997,447	0.29%
Exempt Property	538,021,421	6.66%	494,261,985	6.52%	-	0.00%
Special Inventory	30,278,690	0.37%	31,485,602	0.42%	31,458,749	0.50%
Total Appraised Value Before Exemptions	\$ 8,080,107,045	100.00%	\$ 7,576,499,032	100.00%	\$ 6,251,064,032	100.00%
Less: Total Exemptions/Reductions	(1,270,799,105)		(1,196,522,766)		(540,253,946)	
Net Taxable Assessed Valuation	<u>\$ 6,809,307,940</u>		<u>\$ 6,379,976,266</u>		<u>\$ 5,710,810,086</u>	

Category	2022		2021	
	Amount	Percent of Total	Amount	Percent of Total
Real, Residential, Single-Family	\$ 3,617,918,465	57.88%	\$ 3,251,873,385	59.99%
Real, Residential, Multi-Family	224,652,276	3.59%	208,278,651	3.84%
Real, Vacant Lots/Tracts	159,698,095	2.55%	132,937,925	2.45%
Real, Acreage (Land Only)	125,778,054	2.01%	129,283,054	2.38%
Real, Farm and Ranch Improvements	36,585,900	0.59%	35,784,177	0.66%
Rural Land (non qualified)	-	0.00%	-	0.00%
Real, Commercial/Industrial	820,972,281	13.13%	826,696,439	15.25%
Real, Oil and Gas	-	0.00%	-	0.00%
Tangible Non-Business Vehicles	-	0.00%	-	0.00%
Real and Tangible Personal, Utilities	63,449,846	1.02%	64,657,384	1.19%
Tangible Personal, Commercial/Industrial	306,784,152	4.91%	299,214,597	5.52%
Tangible Personal, Mobile Homes	22,757,491	0.36%	19,005,463	0.35%
Tangible Personal, Other	-	0.00%	-	0.00%
Real Property, Inventory	17,994,361	0.29%	25,673,610	0.47%
Special Inventory	-	0.00%	21,751,241	0.40%
Exempt Property	24,549,025	0.39%	-	0.00%
Total Appraised Value Before Exemptions	\$ 5,421,139,946	86.72%	\$ 5,015,155,926	92.51%
Less: Total Exemptions/Reductions	(345,029,939)		(317,927,462)	
Net Taxable Assessed Valuation	<u>\$ 5,076,110,007</u>		<u>\$ 4,697,228,464</u>	

Source: Hidalgo County Appraisal District.

Table 3: Valuation and Funded Debt History

Fiscal Year Ended 9/30	Net Taxable Assessed Valuation	Tax Debt Outstanding at End of Year	Ratio of Tax Debt to Net Taxable Assessed Valuation
2016	\$ 3,844,000,756	\$ 26,645,000	0.69%
2017	4,079,416,450	39,860,083	0.98%
2018	4,134,332,814	36,235,000	0.88%
2019	4,224,845,048	44,043,316	1.04%
2020	4,458,407,349	39,897,445	0.89%
2021	4,697,228,464	54,015,000	1.15%
2022	5,076,110,007	50,310,000	0.99%
2023	5,710,810,086	46,315,000	0.81%
2024	6,379,976,266	42,025,000	0.66%
2025	6,809,307,940	47,095,000 ⁽¹⁾	0.69%

⁽¹⁾ Includes the Certificates, preliminary subject to change.

Table 4 - Tax Rate, Levy and Collection History

Fiscal Year Ended 30-Sep	Tax Rate	Distribution		Tax Levy (\$000)	% Current Collections	% Total Collections
		General Fund	Interest and Sinking Fund			
2016	\$ 0.49880	\$ 0.40000	\$ 0.09880	\$ 19,097,947	96.69%	102.01%
2017	0.49620	0.44040	0.05580	20,242,064	95.79%	100.52%
2018	0.48620	0.40580	0.08040	20,101,126	96.62%	101.51%
2019	0.48620	0.40660	0.07960	20,411,954	96.79%	101.59%
2020	0.52120	0.43030	0.09090	22,947,927	96.17%	100.95%
2021	0.52990	0.44170	0.08820	24,033,922	98.29%	102.65%
2022	0.52990	0.43590	0.09400	26,794,828	98.94%	101.61%
2023	0.52990	0.45570	0.07420	29,020,007	97.50%	97.50%
2024 ⁽¹⁾	0.52760	0.44950	0.07810	32,462,336	97.94%	97.94%
2025 ⁽¹⁾	0.55800	0.48230	0.07570	36,096,141	In Process of Collection	

Source: The City's 2023 Comprehensive Annual Financial Report, the Hidalgo Appraisal District and The City.

⁽¹⁾ Unaudited.

Table 5 - Ten Largest Taxpayers

Name of Taxpayer	Nature of Property	2024	% of Total
		Net Assessed Valuation	Net Assessed Valuation
Madero Grid LLC	Electric Utility	\$ 66,012,830	0.97%
Ignacio Grid LLC	Electric Utility	66,012,830	0.97%
AEP Texas Inc	Electric Utility	48,768,860	0.72%
Shary Retail LTD	Retailer	44,510,178	0.65%
Royal Technologies Corp	Manufacturer	38,618,796	0.57%
Stanley Black and Decker	Manufacturer	37,766,660	0.55%
Fronterra Generation LTD	Utility	31,255,460	0.46%
San Pedro VV LLC	Apartment Complex	23,190,195	0.34%
Plantation Mission LLC	Apartment Complex	17,345,710	0.25%
Bert Ogden Chevrolet	Auto Dealer	16,849,922	0.25%

Item 32.

Source: The Hidalgo County Appraisal District

Table 6 – Estimated Overlapping Debt

<u>Taxing Body</u>	<u>Gross Amount</u>	<u>As of</u>	<u>% Overlap</u>	<u>\$ Overlap</u>
Hidalgo County	\$379,475,000	5/31/2025	11.29%	\$42,842,728
Hidalgo County Drainage District #1	249,590,000	5/31/2025	11.72%	29,251,948
Hidalgo ISD	22,098,000	5/31/2025	0.14%	30,937
La Joya ISD	152,817,680	5/31/2025	15.49%	23,671,459
Mission CISD	82,128,000	5/31/2025	70.97%	58,286,242
Sharyland ISD	70,250,000	5/31/2025	57.04%	40,070,600
South Texas College	85,419,693	5/31/2025	10.63%	9,080,113
Total Net Overlapping Debt				\$203,234,026
City of Mission ⁽¹⁾	47,095,000	5/31/2025	100%	47,095,000
Total Direct and Overlapping Debt				250,329,026
Ratio Direct and Overlapping Debt to 2024/25 Net Taxable Assessed Valuation				3.68%
Ratio Direct and Overlapping Debt to 2024/25 Market Valuation				2.52%
Per Capita Direct and Overlapping Debt				\$ 2,837

Source: The Texas Municipal Advisory Council

⁽¹⁾ Includes the Certificates. Preliminary, subject to change.

Table 7 - Estimated Interest and Sinking Fund Projection

Estimated Debt Service Requirements, Fiscal Year Ended 9-30-25		\$	4,363,581	⁽¹⁾
Interest and Sinking Fund, Fiscal Year Ended 9-30-24	\$	1,835,773	⁽²⁾	
Interest and Sinking Fund Tax Levy @ 95% Collection		4,896,914		
Investment Income		-		
Budgeted Transfers - Estimated		1,950,000	8,682,687	
Estimated Balance, Fiscal Year Ended 9-30-25		\$	4,319,106	

⁽¹⁾ Figure includes the Certificates and excludes self-supporting debt.

⁽²⁾ Unaudited.

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Table 8 - Ad Valorem Tax Debt Service Requirements

FYE 9/30	Existing Debt Service			The Certificates *			Total Debt Service			Item 32.
	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	
2025	\$ 4,570,000	\$ 1,743,581	\$ 6,313,581	\$ -	\$ -	\$ -	\$ 4,570,000	\$ 1,743,581	\$ 6,313,581	\$
2026	4,435,000	1,521,300	5,956,300	210,000	581,753	791,753	4,645,000	2,103,053	6,748,053	
2027	4,125,000	1,310,425	5,435,425	295,000	496,614	791,614	4,420,000	1,807,039	6,227,039	
2028	3,990,000	1,111,650	5,101,650	310,000	480,430	790,430	4,300,000	1,592,080	5,892,080	
2029	3,885,000	927,688	4,812,688	325,000	463,444	788,444	4,210,000	1,391,131	5,601,131	
2030	3,615,000	759,675	4,374,675	345,000	445,521	790,521	3,960,000	1,205,196	5,165,196	
2031	3,785,000	590,100	4,375,100	365,000	426,529	791,529	4,150,000	1,016,629	5,166,629	
2032	2,315,000	457,050	2,772,050	385,000	406,466	791,466	2,700,000	863,516	3,563,516	
2033	2,270,000	365,350	2,635,350	405,000	385,334	790,334	2,675,000	750,684	3,425,684	
2034	1,150,000	296,950	1,446,950	430,000	362,998	792,998	1,580,000	659,948	2,239,948	
2035	1,200,000	249,950	1,449,950	450,000	339,458	789,458	1,650,000	589,408	2,239,408	
2036	1,245,000	201,050	1,446,050	475,000	314,714	789,714	1,720,000	515,764	2,235,764	
2037	1,295,000	150,250	1,445,250	500,000	288,633	788,633	1,795,000	438,883	2,233,883	
2038	1,340,000	104,250	1,444,250	530,000	261,080	791,080	1,870,000	365,330	2,235,330	
2039	1,385,000	63,375	1,448,375	560,000	231,923	791,923	1,945,000	295,298	2,240,298	
2040	1,420,000	21,300	1,441,300	590,000	201,160	791,160	2,010,000	222,460	2,232,460	
2041	-	-	-	620,000	168,793	788,793	620,000	168,793	788,793	
2042	-	-	-	655,000	134,686	789,686	655,000	134,686	789,686	
2043	-	-	-	690,000	98,708	788,708	690,000	98,708	788,708	
2044	-	-	-	730,000	60,723	790,723	730,000	60,723	790,723	
2045	-	-	-	770,000	20,598	790,598	770,000	20,598	790,598	
Totals	42,025,000	9,873,944	51,898,944	9,640,000	6,169,561	15,809,561	51,665,000	16,043,504	67,708,504	

Source: Municipal Advisory Council of Texas

*Preliminary, subject to change. Interest calculated at an assumed rate for purposes of illustration only.

Table 9 – Other Obligations ⁽¹⁾

Year Ending September 30	Principal	Interest	Total
2025	3,815,152	901,745	4,716,897
2026	3,508,773	676,100	4,184,873
2027	3,152,462	527,168	3,679,630
2028	1,548,301	318,980	1,867,281
Thereafter	7,385,074	1,001,535	8,386,608
	\$ 19,409,762	\$ 3,425,528	\$ 22,835,290

Source: City of Mission

⁽¹⁾ The figures above include debt service payable on a 2021 lease purchase agreement entered into by the City with respect to the financing of LED lighting throughout the City for energy savings. The original amount of the lease purchase agreement was \$17,247,078.49. In 2024, the outstanding amount of the lease purchase agreement utilizing unspent proceeds of the lease purchase agreement.

Table 10 - General Fund Revenues and Expenditures

	Fiscal Years Ended September 30,				
	2024 ⁽¹⁾	2023	2022	2021	2020
Revenues					
Taxes	\$ 48,184,314	\$ 44,556,387	\$ 40,275,108	\$ 36,730,127	\$ 34,634,613
Licenses and Permits	1,098,845	1,159,316	1,215,475	1,066,542	738,605
Intergovernmental	2,698,657	2,137,675	2,333,002	1,305,884	1,002,568
Charges for Service	3,325,016	2,060,852	1,327,846	934,800	881,737
Fines and Forfeitures	912,870	810,199	829,586	725,713	585,564
Investment Earnings	130,438	14,719	11,576	11,538	32,945
Rental Revenues	-	-	-	-	-
Miscellaneous	534,272	781,400	528,255	695,165	318,499
Total Revenues	\$ 56,884,412	\$ 51,520,548	\$ 46,520,848	\$ 41,469,769	\$ 38,194,531
Expenditures					
Current:					
General Government	\$ 12,551,728	\$ 11,630,870	\$ 11,331,758	\$ 10,548,194	\$ 10,977,147
Public Safety	32,114,117	26,499,137	28,042,403	26,486,135	17,284,019
Highway and Streets	4,233,781	4,447,499	4,265,275	3,992,978	4,096,284
Health and Welfare	1,018,741	881,431	741,243	719,297	639,776
Culture and Recreation	5,300,492	6,157,735	6,056,622	5,838,266	5,070,300
Economic Development	-	-	-	-	-
Debt Service	\$1,658,664	1,764,580	1,460,360	1,340,325	661,740
Intergovernmental	-	-	-	-	-
Total Expenditures	\$ 56,877,522	\$ 51,381,252	\$ 51,897,661	\$ 48,925,195	\$ 38,729,266
Excess (Deficiency) of					
Revenues Over Expenditures	\$ 6,889	\$ 139,296	\$ (5,376,813)	\$ (7,455,426)	\$ (534,735)
Leases and SBITAs	-	1,785,775	1,460,715	2,902,450	1,667,130
Proceeds from Sale of Assets	-	25,260	(17,863)	45,881	25,794
Operating Transfers In	4,308,791	2,783,707	1,281,876	5,684,744	6,870,488
Operating Transfers Out	(3,791,286)	(807,270)	(1,498,538)	(1,576,961)	(3,210,825)
Total Other Financing Sources (Uses)	\$ 517,505	\$ 3,787,472	\$ 1,226,190	\$ 7,056,114	\$ 5,352,587
Net Change in Fund Balance	\$ 524,394	\$ 3,926,768	\$ (4,150,623)	\$ (399,312)	\$ 4,817,852
Fund Balances at Beginning of Year	\$ 7,380,509	\$ 3,296,093	\$ 7,446,716	\$ 7,846,028	\$ 3,028,176
Prior Period Adjustment	-	157,648	-	-	-
Fund Balance at End of Year	\$ 7,904,903	\$ 7,380,509	\$ 3,296,093	\$ 7,446,716	\$ 7,846,028

Source: City's Comprehensive Annual Financial Reports and the City.

⁽¹⁾ Unaudited.

Fiscal Year Ended 30-Sep	Total Collected	% of Ad Valorem Tax Levy	Equivalent of Ad Valorem Tax Rate
2015	\$ 15,129,371	61.42%	0.3242
2016	15,151,373	59.57%	0.2959
2017	14,859,571	54.88%	0.2723
2018	15,091,746	57.67%	0.2804
2019	16,683,096	62.24%	0.3007
2020	16,631,973	55.94%	0.2880
2021	20,329,254	66.24%	0.3389
2022	24,039,025	68.07%	0.3607
2023	25,311,509	87.22%	0.4432
2024	27,978,765	86.19%	0.4385

Source: The Texas Comptroller's Historical Allocation Summary

⁽¹⁾ Unaudited.

Table 12 - Current Investments (as of September 30, 2024) ⁽¹⁾

Tex Pool	\$ 2,145,742
Agencies	247,000
	<u>\$ 2,392,742</u>

Source: The City.

⁽¹⁾ Unaudited.

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APPENDIX B

**GENERAL INFORMATION REGARDING
THE CITY OF MISSION AND HIDALGO COUNTY, TEXAS**

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APPENDIX B

GENERAL INFORMATION REGARDING THE CITY OF MISSION, TEXAS AND HIDALGO COUNTY, TEXAS

The City

The City of Mission is located in the Lower Rio Grande Valley on the U.S. Highway 83, approximately 7 miles west of downtown McAllen, 66 miles west of Brownsville, 250 miles south of San Antonio, and 158 miles southwest of Corpus Christi. The City derives its name from the tiny La Lomita Mission built in 1845 by the Oblate Order of Catholic Priests. Used as a chapel and way-station for traveling priests, the mission grew and remained active until the Fathers moved into the established town of Mission in 1911.

As part of the Mission/McAllen/Edinburg Metropolitan Statistic Area (the “MSA”), Mission is located right on the Texas-Mexico border, offering international access in minutes. With first rate highways, rail access, and an MSA population of over a million, Mission provides the perfect balance of big city living, small town charm, border accessibility and business savvy.

Demographics

The City of Mission had a 2020 Census of 85,778 a 60.91% increase since 2000.

Below is a comparison of the population trends for the City of Mission and Hidalgo County.

<u>City of Mission</u> <u>Population</u>	<u>Calendar Year</u> <u>Ended</u>	<u>Hidalgo County</u> <u>Population</u>
13,508	1970	209,289
22,653	1980	283,323
28,653	1990	383,545
47,889	2000	569,463
77,058	2010	774,769
85,778	2020	870,781

Economy

The City’s economy is diversified by tourist industry, agribusiness, petroleum, and international trade with Mexico. The City is a commercial center for citrus crops with more than 30 industrial plants. The City advertises itself as the “Home of the Grapefruit”, with the famed Texas Ruby Red the referenced grapefruit.

The City is the winter home to thousands of “Winter Texans” who travel primarily from the Mid-West and Canada to the Rio Grande Valley. Many drive their Recreational Vehicles (“RVs”), while others rent apartments, condos or homes during their stay in the Mission area. The City has 74 RV parks which house the approximately 22,000 Winter Texans that winter there.

Major Employers

<u>Name</u>	<u>Classification</u>	<u>Employees</u>
Mission Consolidated Independent School District	Education	2,400
Sharyland Independent School District	Education	1,638
Mission Regional Medical Center	General and Surgical Hospital	980
T-Mobile	Telecommunications	830
City of Mission	City Government	725
Wonderful Citrus	Agriculture	700
H.E. Butt Grocery	Retail Grocer	622
Stanley Black and Decker	Manufacturer	400
Wal Mart Supercenter	Discount Center	328
Home Depot	Construction Supplier	180

Source: City’s Certified Annual Financial Report for the Fiscal Year Ended September 30, 2023.

Transportation

International Crossings - The City of Mission is currently served by three International Crossings. The Hidalgo International Bridge which is only ten minutes from Mission, the Pharr International Bridge which is around 20 miles from Mission and the Anzalduas International Bridge is immediately south of Mission on Bryan Road.

Item 32.

Highways – Ideally located along the U.S. / Mexican Border, Mission gives access north to the United States via U.S. 83, U.S. 281 and U.S. 77 connecting to Interstate 35 to Interstate 37. Mission is less than ten miles from the U.S. 83/281 interchange and less than 40 miles from the U.S. 83 and 77 interchange. Interstate 37 and 35 are approximately 150 miles away. U.S. 281 is the future I-69.

Three miles to the south, lies the Mexican Border. Directly across the Rio Grande River is Reynosa, Mexico. Monterrey, with a metropolitan area population of 3,864,331 is less than 140 miles to the southwest.

Rail Service – Southern Pacific offers daily freight service to the north. Rio Valley Switching Co., has 49 miles of track from Mission to Harlingen with a spur into the Mission Expressway Business Park.

Education

The Mission Consolidated Independent School District serves Mission and the neighboring town of Alton with an annual budget of more than \$200 million and more than 2,000 personnel. The District operates 14 elementary schools, four junior high schools, three high schools and an alternative campus.

La Joya Independent School District's 226 square miles covers the surrounding communities of La Joya, Palmview, Penitas, Sullivan City, Los Ebanos, Abram and Cuevitas. The district includes; 22 elementary schools, 8 middle schools, 3 high schools, and 2 early college high schools and one alternative site. The district employs over four thousand employees and has an operating budget of approximately \$383 million. La Joya ISD boasts an enrollment of over 24,000 students in grades Pre-K through 12 and is one of the fastest growing school districts.

The Sharyland Independent School District is comprised of parts of Mission and McAllen. It offers a solid base of broad range of extra-curricular activities from sports to academic competition. With over 600 teachers, the District is well-equipped to administer its special programs, such as Help One Student to Succeed (HOSTS), designed to provide reading instruction, health services, the Gifted and Talented Program, and vocational courses.

	Hidalgo County			Texas		
	March 2025	March 2024	March 2023	March 2025	March 2024	March 2023
Civilian Labor Force	402,106	394,808	389,190	15,807,696	15,512,671	15,168,296
Total Employment	378,353	372,530	365,345	15,177,754	14,903,001	14,557,177
Total Unemployment	23,753	22,278	23,845	629,942	609,670	611,119
Percentage Unemployment	5.9%	5.6%	6.1%	4.0%	3.9%	4.0%

Source: Texas Workforce Commission.

APPENDIX C

**EXCERPTS FROM THE
CITY OF MISSION
ANNUAL FINANCIAL REPORT**

For the Year Ended September 30, 2023

The information contained in this Appendix consists of excerpts from the City of Mission, Texas Report for the Year Ended September 30, 2023, and is not intended to be a complete statement of the City's financial condition. Reference is made to the complete Report for further information.

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APPENDIX D

FORM OF BOND COUNSEL'S OPINION

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