



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, September 9, 2024 at 4:30 p.m.** at the Mission Council Chambers, 1201 E. 8th Street, Mission, Texas and by Teleconference to consider the following matters.

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

Time: **Monday, September 09, 2024 04:30 PM Central Time**

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

Meeting ID: 990 466 2781 - Password: 833227

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

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

REGULAR MEETING

CALL TO ORDER AND ESTABLISH QUORUM

INVOCATION AND PLEDGE ALLEGIANCE

DISCLOSURE OF CONFLICT OF INTEREST

PRESENTATIONS

- [1.](#) Proclamation - National Day of Remembrance for Murdered Victims - Torres
- [2.](#) Proclamation - National Suicide Prevention Month - Councilwoman Jessica Ortega
3. July 2024 Employee of the Month - Munguia
4. Presentation of City of Mission TAAF Athletes of the Year - Bentsen
5. Report from Mission Economic Development Corporation - Tecló Garcia
6. Report from the Greater Mission Chamber of Commerce – Brenda Enriquez
- [7.](#) Departmental Reports – Perez
8. Citizen's Participation – Garza

PUBLIC HEARING

PLANNING & ZONING RECOMMENDATIONS

9. Rezoning: Lots 8-11, Amber Grove Subdivision from (R-2) Duplex-Fourplex Residential to (R-3) Multi-Family Residential, Amber Development, LLC, and Adoption of Ordinance#_____ - De Luna
10. Rezoning: Lot 2, Block 4, Gulf Breeze Addition from (R-1) Single Family Residential to (C-3) General Business, AMS Management & Properties, LLC c/o Ana M. Gutierrez Salinas, and Adoption of Ordinance#_____ - De Luna
11. Rezoning: A 2.44 acre tract of land out of the 7.8 acres out of the Fernandez Strip out of Porcion 52, from (R-2) Douplex-Fourplex Residential to (C-3) General Business, Sandra Tamez, and Adoption of Ordinance#_____ - De Luna
12. Conditional Use Permit: Mobile Food Truck – Baja Fish Tacos, 2509 Colorado Street, Ste. 202, Lot 1, Block 2, Santa Lucia Development, C-3, Octavio A. Morales, Adoption of Ordinance #_____ - De Luna
13. Conditional Use Permit Renewal: Sale & On-Site Consumption of Alcoholic Beverages – Taboo Bar & Grill, 608 N. Shary Road, Suites 9 & 10, Lot 1, Alba Plaza, C-3, BGD Investments, LLC, Adoption of Ordinance #_____ - De Luna

CONSENT AGENDA

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

14. Approval of Minutes – Carrillo
 - Regular Meeting – August 26, 2024
 - Special Meeting – September 3, 2024
15. Acknowledge Receipt of Minutes – Perez
 - Mission Economic Development Authority – July 24, 2024
 - Mission Economic Development Corporation – July 24 and August 13, 2024
 - Mission Education Development Council – July 24, 2024
 - Mission Tax Increment Reinvestment Zone – July 23, 2024
 - Youth Advocacy Advisory Board – June 11, 2024
 - Boys & Girls Club Board of Directors – June 11, 2024
 - Parks & Recreation Board – June 11, 2024
16. Approval of Interlocal Agreement between Mission Consolidated Independent School District and Sharyland Independent School District and City of Mission, Texas on behalf of Shary Municipal Golf Course to provide golf course and driving range usage to their respective golf teams - M. Fernuik
17. Approval of Interlocal Agreement between City of Mission and ESC-Region 19 through Allied States Cooperative future acquisitions including furniture – A. Garcia

18. Approval of Ordinance # _____ adopting the Mission Economic Development Authority Fiscal Year 2024-2025 Annual Budget – T. Garcia
19. Authorization to submit a grant application for the Resilient Communities Program administered by the Texas General Land Office in the amount of \$300,000 with no match requirement - Elizalde

APPROVALS AND AUTHORIZATIONS

20. Preliminary Plat Approval: Crystal Estates Phase IV Section 1 Subdivision, Being a 7.489 acre parcel of land, out of Lot 27-1, West Addition to Sharyland, R-2, Developer: DG & GG Investments, LLC, Engineer: Ever Engineering, LLC, - De Luna
21. Approval of the Cemetery Management and Operation Interlocal Cooperation Agreement between The Texas General Land Office and The Veterans Land Board (VLB) and the City of Mission, Texas pursuant to Texas Government Code, Chapter 791 (Interlocal Cooperation Act) – M. Hernandez
22. Authorization to submit a grant application to the Texas Department of Transportation for the STEP – Impaired Driving Mobilization 2025 Grant in the amount of \$37,789.41 with a 20% match accepted by TXDOT through in-kind fringe benefits and administrative costs - Torres
23. Authorization to re-renter into a Memorandum of Understanding between the Hidalgo County HIDTA Task Force and the City of Mission Police Department – Torres
24. Authorization to accept the FY 2024-2025 Other Victim Assistance Grant (OVAG) from the Office of the Attorney General Crime Victim Services Division in the amount of \$49,500.00 with no match requirement - Elizalde
25. Authorization to extend Second & Final six-month renewal for Hot & Cold Mix Asphalt for the Public Works Department - Bocanegra
26. Authorization to extend First One-Year renewal for Sand Backfill Material for the Public Works Department - Bocanegra
27. Approval of Ordinance # _____ adopting the Mission Economic Development Corporation Fiscal Year 2024-2025 Annual Budget – T. Garcia
28. Ordinance # _____ Approval of Classified Positions for the Mission Fire Department for FY 2024-25 – J. Lerma
29. Approval of Ordinance # _____ authorizing the Base salaries and incentive package for the Mission Fire Department FY 2024-25 – J. Lerma
30. Approval of Ordinance # _____ authorizing Classified Positions for the Mission Police Department for FY 2024-25 – J. Lerma
31. Approval of Ordinance # _____ authorizing the Base salaries and incentive package for the Mission Police Department FY 2024-25 – J. Lerma
32. Authorize to terminate the current Contract Lease for Copiers and enter into a new Contract Lease for Copiers from Total Imaging Solutions, Inc., via TX DIR-CPO-4439 Cooperative Contract- Garcia
33. Approval of Ordinance # _____ adopting the Fiscal Year 2024-2025 Annual Budget – Perez

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)
related to Black Diamond Developers, LP and CCC Operations, LLC v. City of Mission, Cause
No. C-5276-23-D.
3. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney)
relating to proposed Settlement and Release Agreement between the City of Mission, Texas
and Performance Services, Inc. dba Performance Services of Texas, Inc. (13th Court of
Appeals Cause No. 13-22-00485-CV, 139th District Court Cause No. C-1712-22-C).

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 September,
2024 at 3:00 p.m.



Anna Carrillo, City Secretary

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

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

Notice is hereby given that on the **09th day of September, 2024** the City Council of the City of Mission will hold a regular meeting at 4:30 p.m. at 1201 E. 8th Street, Mission, Texas and by Teleconference to consider the following matters. The subjects to be discussed are listed on the agenda, which is attached to and made a part of this Notice.

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

Texas Government Code Section:

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

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

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

On this the **06th day of September, 2024** this Notice was emailed to news media who had previously requested such Notice and an original copy was posted on the bulletin board at City Hall, 1201 E. 8th Street at 3:00 p.m. on said date.



 Anna Carrillo, City Secretary

Proclamation

City of Mission



WHEREAS, the National Parents of Murdered Children (POMC) established September 25th as National Day of Remembrance for Murder Victims due to the unanimously passed resolutions by the U.S. Senate on October 16, 2007, and the U.S. House of Representatives on May 14, 2007; and

WHEREAS, POMC is dedicated to honoring the memory of those lost to violence and recognizing the profound lasting trauma that families and communities endure. This National Remembrance Day is vital in raising public awareness and ensuring our loved ones are never forgotten; and

WHEREAS, in 2023, an estimated 2,391 homicides occurred in Texas, impacting over 23,910 close relatives, with the Rio Grande Valley alone witnessing approximately 42 murders and over 420 relatives directly affected; and

WHEREAS, the murder of a loved one steals from a family, a mother, father, sister, brother, son, daughter, husband, wife, partner, grandparent, aunt, or uncle, leaving an unfillable void and overwhelming challenge to cope with their absence; and

WHEREAS, survivors of homicide victims channel their pain and anger into powerful stories that reject paths of retaliation, shame, and isolation. Instead, they choose to embrace and teach lessons of compassion and peace; and

WHEREAS, survivors transform their grief into a force for change, honoring their loved ones through leadership, grief support, and advocacy, working to reduce violence, promote prevention, and influence policy change locally and nationally.

NOW, THEREFORE, we, Honorable Mayor Norie Gonzalez Garza and the City Council of the City of Mission, do hereby proclaim and honor September 25, 2023 as National Day of Remembrance for Murder Victims and urge all media outlets, elected officials, victims, and community victim service providers of Hidalgo County to join the 12th Annual Candlelight Vigil “**Standing Together, No One Stands Alone**”, hosted at the Pharr Pepe Salinas Memorial Civic Center from 6:00 p.m. to 8:00 p.m. to celebrate the resilience and unity of our community as we gather to honor the memories of our loved ones.

PROCLAIMED on this the 9th day of September, 2024.

Norie Gonzalez Garza, Mayor

Jessica Ortega, Councilwoman

Ruben Plata, Mayor Pro Tem

Marissa Ortega-Gerlach, Councilwoman

Alberto Vela, Councilman

Proclamation

City of Mission



WHEREAS, the month of September is nationally recognized as Suicide Prevention Month, a time used to raise awareness about the importance of mental health and how to recognize signs and symptoms someone may experience if in a mental health crisis; and

WHEREAS, suicide is a major public health challenge, with more than 700,000 deaths each year globally. Each suicide has far-reaching social, emotional, and economic consequences, and deeply affects individuals and communities worldwide; and

WHEREAS, World Suicide Prevention Day which is recognized annually on the 10th of September was established in 2003 by the International Association for Suicide Prevention aims to focus attention on the issue, reduce stigma and raise awareness giving a message that suicides are preventable; and

WHEREAS, the theme for World Suicide Prevention Day for 2024 is “Changing the Narrative on Suicide” with the call to action “Start the Conversation”. This theme aims to raise awareness about the importance of encouraging open conversations to prevent suicides; and

WHEREAS, changing the narrative on suicide is about transforming how we perceive this complex issue and shifting from a culture of silence to one of the openness, understanding, and support, Suicide Prevention Month strives to promote suicide prevention resources, reduce social isolation, honor survivors and remember those lost to suicide

NOW, THEREFORE, we, the City Council of the City of Mission proclaim the month of September 2024 as “**National Suicide Prevention Month**”.

PROCLAIMED on this the 9th day of September, 2024.

Norie Gonzalez Garza, Mayor

Jessica Ortega, Councilwoman

Ruben Plata, Mayor Pro Tem

Marissa Ortega-Gerlach, Councilwoman

Alberto Vela, Councilman



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: August 9, 2024
PRESENTED BY: Mike R. Perez, City Manager
AGENDA ITEM: Departmental Reports – Perez

NATURE OF REQUEST:
 CDBG – July 2024
 Mission Fire Prevention – August 2024
 Grants – August 2024
 Media Relations – August 2024
 City Secretary – August 2024
 Information Technology – August 2024

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

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

Item 7.

PROGRESS REPORT CDBG	JULY, 2024 UNOFFICIAL				
AGENCY / DEPARTMENT / DESCRIPTION / BUDGET	MONTHLY EXPENDITURE	ACCOMPLISHMENT	YEAR TO DATE	%	BALANCE
AMIGOS DEL VALLE - MEALS \$17,000.00 Funds will be utilized to provide meals to homebound seniors.	\$592.10	Agency submitted June's request (\$592.10) in July & has been processed. Agency exhausted funding. YTD: 19 clients served 3,202 meals	\$17,000.00	100%	\$0.00
AREA AGENCY ON AGING \$3,000.00 Funds will be utilized to provide assist seniors with minor repairs/modifications and medical supplies.	\$0.00	Agency exhausted funding. YTD: 9 clients served	\$3,000.00	100%	\$0.00
C.A.M.P. UNIVERSITY \$3,000.00 Funds will be utilized to provide day habilitation providing life skills for adults with special needs.	\$0.00	Agency exhausted funding. YTD: 9 clients served	\$3,000.00	100%	\$0.00
COMFORT HOUSE \$3,000.00 Funds will be utilized to provide twenty-four hour palliative care to patients who have a prognosis of four months or less to live.	\$0.00	Agency exhausted funding. YTD: 5 clients served	\$3,000.00	100%	\$0.00
HOPE MEDICAL SERVICES \$3,000.00 Funds will be utilized to provide medical services to uninsured and/or low income residents.	\$0.00	Agency exhausted funding. YTD: 26 clients served	\$3,000.00	100%	\$0.00
CASA OF HIDALGO COUNTY, INC. \$1,000.00 Funds will be utilized for expenses generated in advocating for abused and neglected children.	\$0.00	Agency exhausted funding. YTD: 5 clients served	\$1,000.00	100%	\$0.00
CHILDREN'S ADVOCACY CENTER \$11,000.00 Funds will be utilized to provide counseling services for abused/neglected children and their families.	\$371.43	Agency submitted May's request in June & has been processed. In August did not receive any request. Agency contacted & should submit final request in September, 2024 to exhaust funds. YTD: 85 clients served	\$10,885.75	99%	\$114.25
EMERGENCY RENTAL ASSISTANCE PROGRAM \$15,000.00 Funding will be utilized to provide short term (no more than 3 months) emergency payments on behalf of individuals or families to prevent homelessness.	\$2,803.38	Staff submitted June's request (\$2,803.38) in July & has been processed. On Aug. 20, 2024 received July's request for \$2,128.00 for 2 households to be processed in August. Recurring assistance for 2 households in Sept. with \$1,413.00. Staff will have \$1,600.62 to exhaust & possibly assist 1 applicants. YTD: 4 clients served	\$9,798.38	65%	\$5,201.62
SILVER RIBBON \$3,000.00 Funds will be utilized to provide assistance with rent, rent deposits, utilities, utility deposits, medications, physician/medical visits, eyeglasses, durable medical equipment.	\$800.00	Agency submitted May's request (\$800.00) in July & has been processed. Followed up with agency, screening applicants & will submit request in September, 2024 YTD: 11 clients served	\$1,810.08	60%	\$1,189.92
AFFORDABLE HOMES OF SOUTH TEXAS \$100,000.00 Funding will be utilized to provide direct home ownership assistance with subsidizing mortgage principal.	\$15,062.98	Agency submitted June's request (\$15,062.98) in July & has been processed. Agency submitted the 6th applicant for review & has been approved for assistance (pending the closing date on loan). YTD: 5 clients served	\$76,879.71	77%	\$23,120.29
HOUSING ASSISTANCE PROGRAM					
REHABILITATION \$75,000.00	\$0.00	Staff advertised for bids for 3 rehabilitation projects, 1 project bid was accepted; 1 project bid exceeded cost estimate, & no bid received for 1 project. Will rebid in August for 2 projects.	\$0.00	0%	\$75,000.00
RECONSTRUCTION \$636,209.00	\$117,585.00	Staff submitted July's request (\$117,585.00) for 45% payment on 50% completion of 3 projects.	\$305,103.35	48%	\$331,105.65
HOUSING ADMINISTRATION \$103,833.00	\$11,514.37	Oversight expense of the Housing Assistance Program	\$79,291.69	76%	\$24,541.31
PROGRAM ADMINISTRATION \$184,934.00	\$20,309.28	Oversight expense of the CDBG Program	\$134,498.66	73%	\$50,435.34
\$1,158,976.00	\$169,038.54		\$648,267.62	56%	\$510,708.38
	Community Development Department CDBG / HOUSING				
	New Applicants (HAP)	Agencies/Contractor/ Department:	Incoming Calls	# of referrals to other agencies/departments:	Walk-ins
	0	6	31	10	15
	New Applicants (ERAP)	Re-certifications:	Previously Assisted:	Incoming Calls:	Appointments
	0	0	3	31	6

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

PROGRESS REPORT CV	JULY, 2024 UNOFFICIAL				
AGENCY / DEPARTMENT / DESCRIPTION / BUDGET	MONTHLY EXPENDITURE	ACCOMPLISHMENT	YEAR TO DATE	%	BALANCE
AMIGOS DEL VALLE - MEALS					
\$0.00					
Funds will be utilized to assist seniors affected by COVID-19 and expand services for weekend deliveries and/or drive-thru meal pickup due to social distancing.	\$0.00	Agency exhausted funds.	\$0.00	100%	\$0.00
EMERGENCY ASSISTANCE PROGRAM					
\$16,349.00					
Funds will be utilized to assist residents affected by COVID-19 with rent/mortgage and utility assistance.	\$312.39	Agency submitted July's request (\$311.39) and exhausted funds. YTD: 4 clients served.	\$16,349.00	100%	\$0.00
PROGRAM ADMINISTRATION					
\$0.00					
	\$0.00	Agency exhausted funds.	\$0.00	100%	\$0.00
AFFORDABLE HOMES OF SOUTH TEXAS CV3					
\$62,715.88					
Funds will be utilized to provide rent and mortgage assistance to residents that have been affected by the pandemic COVID-19.	\$40.25	Agency submitted July's request (\$40.25) & on Aug. 19, 2024 received request of \$2,765.64 for processing. Agency conducting events in the Mission Area to promote program. YTD: 3 clients served.	\$16,968.68	27.06%	\$45,747.20
FOOD BANK OF RGV CV3					
\$0.00					
Funds will be utilized to purchase food items for distribution of food baskets/boxes to individuals/families affected by COVID-19.	\$0.00	Agency exhausted funds.	\$0.00	100%	\$0.00
MISSION FIRE DEPARTMENT CV3					
\$43,937.89					
Funds will be utilized to purchase equipment for emergency use at the shelter during declared disasters to serve the community affected by COVID19	\$0.00	Meeting held with Dept. & have processed PO to purchase needed shelter items. (Pending approval)	\$38,145.00	86.82%	\$5,792.89
\$123,002.77	\$352.64		\$71,462.68	69.24%	\$51,540.09



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

Mission Fire Prevention

Monthly Activity Report: August 2024

FIRE INVESTIGATIONS

There was two (2) fire investigation for the month of August.

- On August 24, 2024, Lieutenant Omar Salinas investigated a structure fire at 931 Perez St. Undetermined
- On August 30, 2024, Captain/Assistant Fire Marshall Joel Saenz investigated a fire at 3101 Esteban St. Undetermined

Full Investigation: 6 Total

Call out to document of Incident: 2 Total

Year to Date: 19 Total

SOUTH TEXAS ARSON RESPONSE TEAM FIRE INVESTIGATIONS

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

Our assistance was requested: 0 Total

Assistance Requested by us: 0 Total

Year to Date: 0 Total

INSPECTIONS

There was two hundred ninety (290) inspections conducted for the month of August: twenty-seven (27) occupancy, two-hundred forty (240) annual and twenty-three (23) other forms of inspections.

Year to Date: 1,116 Total 329 Occupancy 543 Annual 244 Other

Inspection rate to date: 69%

*Inspection rate changed from last month because we were using the properties from Codepal. This inspection rate only reflects the properties we are currently inputting in ESO.

COMPLAINTS

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

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

Year to Date: 0 Total

SUBDIVISION REVIEWS

For the month of August there were twenty-two (22) subdivision plan reviews.

Year to Date: 224 Total

SPRINKLER SYSTEM PLAN REVIEWS

For the month of August there were five (5) sprinkler system plan reviews.

Year to Date: 30 Total

FIRE ALARM SYSTEM PLAN REVIEWS

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

Year to Date: 30 Total

EXHAUST HOOD CANOPY PLAN REVIEWS

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

Year to Date: 6 Total

HOOD SUPPRESSION PLAN REVIEWS

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

Year to Date: 14 Total

LP TANK PERMITS

For the month of August there were zero (0) LP tank permits issued.

Year to Date: 9 Total

UNDERGROUND STORAGE TANK REMOVAL PERMITS

There was three (3) underground storage tank removal permits issued for the month of August.

Year to Date: 4 Total

ABOVEGROUND STORAGE TANK REMOVAL PERMITS

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

Year to Date: 4 Total

BURNING PERMITS

There were four (4) city burning permits issued for the month of August.

Year to Date: 28 Total

PLAN REVIEWS

We had seven (7) plan reviews for the month of August.

- Little Crayons Institute LLC – 1640 E. Griffin Pkwy
- STX Diesel – 310 Catholic War Veterans Blvd.
- Cross Church – 1900 E. Expwy 83 Hwy
- Shary Town Building B – 301 N. Shary Rd.
- Ubiquity Global Services – 4101 S. Shary Rd.
- Brillante Academy Building – 706 Los Ebanos Rd.
- Stripes #40634 – 311 N. Conway Ave.

Year to Date: 108 Total

FIRE DRILLS

There were zero (0) fire drills conducted for the month of August.

Year to Date: 0 Total

TRAINING

There were one (1) training in the month of August.

- August 14, 2024 – Fire Marshall Frank Cavazos attended Live Webinar: Advanced Disciplinary Issues: Toxic Employees on Microsoft Teams

Year to Date: 26 Total

MEETINGS ATTENDED

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

- August 1, 2024 – Fire Marshall Frank Cavazos attended New Substation Logistic meeting at Mission PD Conference Room
- August 6, 2024 – Fire Marshall Frank Cavazos attended meeting at Hidalgo Pavilion
- August 8, 2024 – Captain/Asst. Fire Marshall Joel Saenz attended SRC meeting
- August 8, 2024 – Captain/Asst. Fire Marshall Joel Saenz attended Summer Showcase meeting at Mission Fire Department Administration Conference room
- August 9, 2024 – Fire Marshall Frank Cavazos attended SOP meeting in Chief Garcia's office
- August 12, 2024 – Fire Marshall Frank Cavazos attended Command Staff meeting at the Mission Fire Department Administration Conference room
- August 13, 2024 – Fire Marshall Frank Cavazos attended overtime Practice meeting for Fire Prevention at Mission Fire Department Administration Conference room
- August 13, 2024 – Fire Marshall Frank Cavazos attended meeting with Chief Garcia to discuss beta tests of 24 and 10 hour shifts
- August 14, 2024 – Fire Marshall Frank Cavazos attended Lexipol Policy review meeting on Microsoft Team.
- August 15, 2024 – Fire Marshall Frank Cavazos attended SRC meeting
- August 19, 2024 – Fire Marshall Frank Cavazos attended Disaster Shelter – Reports, Purchases meeting with Jo Ann Longoria and Chief Garcia at Mission Fire Department Administration Conference room
- August 19, 2024 – Fire Marshall Frank Cavazos attended Mission CISD District Leadership Presentation meeting at Mission CISD Central Office
- August 20, 2024 – Fire Marshall Frank Cavazos attended meeting to discuss Critical Incident Stress Debriefing grant at Mission Fire Department Administration Conference room
- August 22, 2024 - Fire Marshall Frank Cavazos attended SRC meeting
- August 22, 2024 – Fire Marshall Frank Cavazos attended Chief's Briefing at Mission Fire Department Training Room
- August 23, 2024 – Fire Marshall Frank Cavazos attended EM Transition, Hours & Equipment Reporting meeting at City Hall Community Room
- August 26, 2024 – Fire Marshall Frank Cavazos attended Command Staff meeting at the Mission Fire Department Administration Conference room
- August 27, 2024 – Fire Marshall Frank Cavazos attended Chief's Briefing at Mission Fire Department Training Room
- August 28, 2024 – Fire Marshall Frank Cavazos attended meeting with Chief Garcia to discuss Prevention Open-House event at Mission Fire Department Administration Conference room
- August 29, 2024 – Fire Marshall Frank Cavazos attended SRC meeting
- August 29, 2024 – Fire Marshall Frank Cavazos attended meeting with Chief Garcia to discuss police equipment in Chief Garcia's office
- August 30, 2024 – Fire Marshall Frank Cavazos attended Lexipol Policy Review meeting on Microsoft Teams

Year to Date: 248 Total

PUBLIC EDUCATION

During the month of August there were five (5) presentations conducted.

Date	Location	Fire Extinguisher w/Simulator	Fire Safety Trailer	Tours of Stations	Fire Safety Presentation	City Events/ Parade
08/03/2024	KIDS DAY - HEB ON 495 & CONWAY				100	
08/09/2024	MISSION CISD BUS BARN	8				
08/28/2024	MISSION HEAD START - 1105 E 8 TH ST.				81	
08/29/2024	METAL PROCESSING INT. - 1108 BUSINESS PARK DR.				100	
08/29/2024	MISSION POLICE NIGHT OUT MISSION EVENT CENTER					1000

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

Frank Cavazos, Deputy Chief/Fire Marshal



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

Grant Name	Funding Agency	Department	Application Amount	Matching Amount	Due Date	Status
FY22 Building Resilient Infrastructure and Communities (BRIC)	TDEM	Executive	\$ 415,000	25%		Submitted-Tracking
FY25 Bullet-Resistant Shield	OOG	PD	\$ 49,219.00	None		Submitted-Tracking
FY25 Border Zone Fire Dept.	OOG	Fire	\$ 250,000	None		Submitted-Tracking
FY25 Rifle Resistant Body Armor	OOG	PD	\$ 189,505.00	None		Submitted-Tracking
FY25 Criminal Justice Program	OOG	PD	\$ 133,967.64	None		Submitted-Tracking
FY25 Project Safe Neighborhood	OOG	PD	\$ 49,680.00	None		Submitted-Tracking
FY24 SHSP-LETPA	OOG	PD	\$ 125,000	None		Submitted-Tracking
FY24 SHSP-Regular	OOG	PD	\$ 113,911.05	None		Submitted-Tracking
FY24 SHSP-Regular	OOG	Fire	\$ 133,842	None		Submitted-Tracking
FY25 Local Border Security Program	OOG	PD	\$ 190,000	None		Submitted-Tracking
FY25 Operation Lone Star	OOG	PD/FIRE	\$ 5,000,000	None		Submitted-Tracking
Animal Welfare Organization	Petco Love	Health	\$ 50,000	None		Submitted-Tracking
FY25 Comprehensive Grant	TXDOT	Police	\$ 37,000	20%		Submitted-Tracking
DWI Phlebotomy Program Grant	TXDOT	Police	\$ 187,557.88	20% In-Kind		Submitted-Tracking
FY25 STEP CMV Grant	TXDOT	Police	\$ 29,975.00	20%		Submitted-Tracking
Energy Efficiency & Conservation Grant (EECBG)	DOE	Executive	\$ 140,450	None	10/31/24	In Progress
Resilient Communities Program	TX GLO	Executive	\$ 300,000	None	Rolling	In Progress

Grant Name	Funding Agency	Department	Application Amount	Award Amount	Matching Amount	Status
OVAG-Victim Services (Year Two)	OAG	Police	\$ 84,000	\$ 49,500	None	Awarded
FY22 FEMA Flood Mitigation Assistance (FMA)	TWDB	Executive	\$ 320,000	\$ 320,000	25%	Awarded
FY23 Operation Stonegarden	OOG	PD	\$ 325,000	\$ 325,000	None	Awarded/Active
FY23 COPS Hiring Program	DOJ COPS	Police	\$ 1,771,398.16	\$ 1,000,000	25%	Awarded/Hold
FY24 General Victim Assistance Grant Program	OOG	Police	\$ 50,000	\$ 50,000	None	Awarded/Active
FY24 Local Border Security Program	OOG	Police	\$ 190,000	\$ 190,000	None	Awarded/Active
FY23 SHSP LETPA	OOG	Police	\$ 56,142.35	\$ 58,544.24	None	Awarded/Active
FY23 Transportation Alternatives	RGVMPD	Executive	\$ 250,000	\$ 250,000	25%	Awarded/Active
Animal Welfare Organization	Petco Love	Health	\$ 35,000	\$ 30,000	None	Awarded/Active
La Cuchilla Drainage Improvement Project	TXGLO	Executive	\$ 1,000,000	\$ 997,236.75	1%	Awarded/Active
Astroland Drainage Improvement Project	TXGLO	Executive	\$ 1,000,000	\$ 999,162	1%	Awarded/Active
Trail Connectivity Project	VBLF	Park	\$ 500,000	\$ 500,000	None	Awarded/Active
FY22 Justice and Mental Health Program	BJA	Police	\$ 388,001.38	\$ 229,962.91	(Year 1) 20%	Awarded/Active
Better Cities for Pets	Mars Petcare Program	Health	\$ 20,000	\$ 20,000	None	Awarded/Active
Lions Park Development	AEP	Parks	\$ 30,000	\$ 30,000	None	Awarded/Active
All-Inclusive Lions Park	TPWD	Parks	\$ 1,500,000	\$ 750,000	\$750,000	Awarded/Active
OVAG-Victim Services (Year One)	OAG	Police	\$ 84,000	\$ 49,500	None	Closed
Grand Total:				\$ 5,799,405.90		

Media Relations- Departmental Report/June 2024

Kenia:

- Created daily content on the City of Mission's social media platforms and PEG channel- Facebook, Instagram, Twitter, and YouTube
- Created the script for the June 10th & 24th council meeting recap videos
- Created graphics for all social media platforms, including:
 - Created flyers for Paint Mission Beautiful program volunteers
 - Created flyer for water break notice
 - Created flyer for Splash Pad notice
 - Created flyer for CDBG's public hearings
 - Created flyer for traffic alert
- Produced video for the Operation Back to School event
- Produced video for inclement weather with Emergency Management Coordinator
- Took photos at sandbag distribution in preparation for the storm
- Took photos at Music at the Park at Bannworth Park
- Produced video on the RGV Humane Society's Adoption event
- Coordinated interviews with city staff to keep residents informed on projects, programs, and events
- Wrote talking points and welcome remarks for the Mayor for city events
- Conducted various interviews with the media
- Coordinated with consultant KM International for assistance when needed
- Served as MC for various city events
- Coordinated all media advisories, footage, photos, and press events for Mission City events and police department events, including...
 - News release for Donuts with Chief Torres event
 - News release for the Operation Chill event

Humberto

- Photo coverage of multiple city events, including...
- Took photos at the Mission PD Explorer Summer Academy
- Took photos at the Donuts with Chief Torres event
- Took photos for City Council Meetings
- Took photos at sandbag distribution
- Took photos for the Pet of the Week spotlight
- Took photos for groundbreaking and ribbon-cutting ceremonies
- Took photos at the Mission PD Operation Chill event
- Translated graphics, documents, and multiple posts for the City of Mission social media platforms to Spanish
- Created a graphic for the police department's STEP program
- Conducted interviews with staff and residents to be utilized for videos
- Photos for video creation, city proclamations, social media posts, and the City of Mission website
- Conducted various Spanish interviews with the local media

Media Relations- Departmental Report/June 2024

Kenia:

- Created daily content on the City of Mission's social media platforms and PEG channel- Facebook, Instagram, Twitter, and YouTube
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- Coordinated all media advisories, footage, photos, and press events for Mission City events and police department events, including...
 - News release for Donuts with Chief Torres event
 - News release for the Operation Chill event

- News release for Red, White & Blue Festival
- News release on sandbag distribution
- News release in memory of Cpl. Speedy Espericueta

Alex

- Covered City Council Meetings, Special Meetings, and city-sponsored events with video and still photos
- Edited the June 10th & 24th council meeting recap videos
- Recorded and edited video to promote Texas Citrus Fiesta events
- Created flyers for two auctions by the Finance Department
- Recorded and edited video for Donuts with Chief Torres event
- Recorded and edited video for Operation Back to School
- Edited video in memory of Speedy Espericueta
- Recorded and edited video on inclement weather with the Emergency Management Coordinator
- Edited video on the RGV Humane Society's Adoption event
- Edited promo video for Donuts with Chief Torres event
- Recorded and edited video for the Hidalgo County Joint Press Conference (Hurricane Preparedness)
- Recorded and edited promo video for Operation Chill event
- Ordered updated gear and equipment
- Responsible for purchasing procedures
- Produced graphics for all social media platforms
- Responsible for audio and video production for council meetings and continuing improvements to Master Control and PEG channel

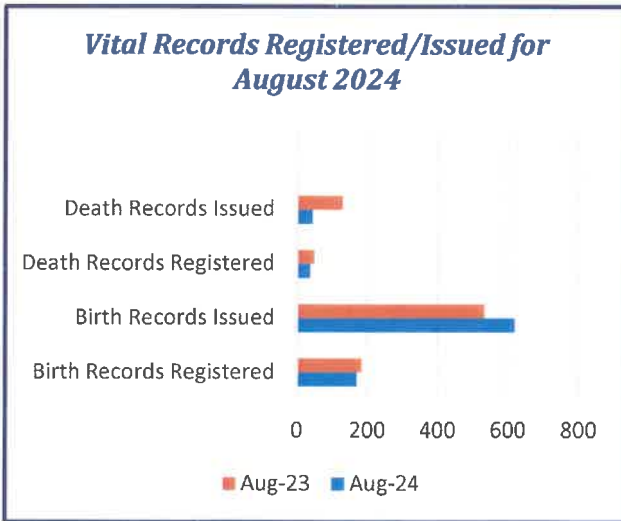
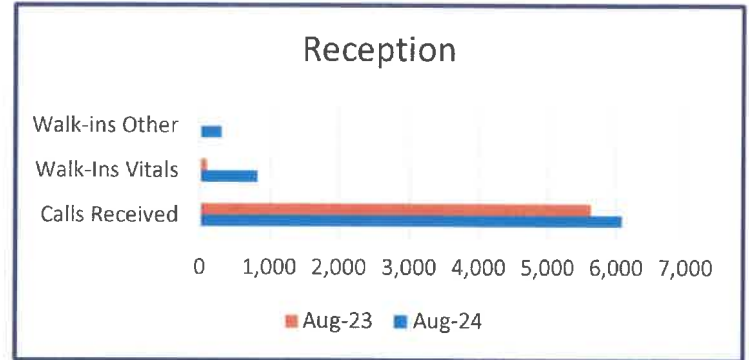
Humberto

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 - Took photos at the Donuts with Chief Torres event
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 - Took photos at sandbag distribution
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 - Took photos for groundbreaking and ribbon-cutting ceremonies
 - Took photos at the Mission PD Operation Chill event
- Translated graphics, documents, and multiple posts for the City of Mission social media platforms to Spanish
- Created a graphic for the police department's STEP program
- Conducted interviews with staff and residents to be utilized for videos
- Photos for video creation, city proclamations, social media posts, and the City of Mission website
- Conducted various Spanish interviews with the local media

CITY SECRETARY MONTHLY REPORT – AUGUST 2024



<i>Reception</i>			
Calls Received	6,089	AUGUST 2023	
Walk-Ins – Vitals	832	Calls Received	5,638
Walk- Ins Other Departments	309	Walk-Ins	98



<i>Vital Statistics</i>				
	August 2024	YTD 2024	August 2023	YTD 2023
Birth Records Registered	170	1,738	185	1,612
Birth Records Issued	620	5,273	534	5,372
Death Records Registered	37	455	49	477
Death Records Issued	43	1,014	129	899
Funds Received	\$14,634	\$129,211	\$13,238	\$131,533

Cemetery:

<i>Cemetery:</i>					
2023-2024	Laurel Hill	San Jose	Catholic	Baby Space	YTD 23/24
Burials	1	1	1	0	50
Sold Spaces	0	0	0	0	0
2022-2023	Laurel Hill	San Jose	Catholic	Baby Space	YTD 22/23
Burials	2	0	1	0	51
Sold Spaces	0	0	0	0	0



Information Technology

Departmental Report August 2024

Information Technology Department Overview

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

Equip new and existing units with new Technology

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

Multifactor Authentication

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

Public Safety Application

Migrate New World Enterprise PD application and data to new server environment and Upgrade to latest version. Testing Phase. Go Live schedule for the week of September 12.

Work Orders

IT goal is to close tickets within 48 hours. Priority work orders are worked on first. 198 Work orders closed August 2024.

Windows 10 End of life

Windows 10 is reaching its end of life. All city computers need to be upgraded to windows 11. About 95% Complete.

Tyler Data Archive

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

Library- Erate Funding year 2024

Apply for E-rate to replace switches, access points, and UPS's. Funding commitment award letter received. Installation in progress, estimated completion September 6th.



**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: September 9, 2024
PRESENTED BY: Susana De Luna, Planning Director
AGENDA ITEM: Rezoning: Lots 8-11, Amber Grove Subdivision from (R-2) Duplex-Fourplex Residential to (R-3) Multi-Family Residential, Amber Development, LLC, and Adoption of Ordinance#_____ - De Luna

NATURE OF REQUEST:

On September 4, 2024, the Planning and Zoning Commission held a Public Hearing to consider the rezoning request. The subject site is located approximately 240' East of Trospers Road along the south side of Palmer Road. There was no public opposition during the P&Z Meeting. The board unanimously recommended Approval.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Denial

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Denial *MRP*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A REZONING LOTS 8-11, AMBER GROVE SUBDIVISION, (R-2)
DUPLEX-FOURPLEX RESIDENTIAL TO (R-3) MULIT-FAMILY RESIDENTIAL**

WHEREAS, the City Council of the City of Mission finds that during consideration of the rezoning request of September 4, 2024, the Planning and Zoning Commission of the City of Mission upon duly recognized motion and second, voted to recommend to the City Council that the rezoning shown below “NOT” be granted.

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Monday, September 9, 2024, in the Council Chambers of the City Hall to consider the following rezoning:

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

Legal Description	From	To
Lots 8-11, Amber Grove Subdivision	R-2	R-3

READ, CONSIDERED AND PASSED, this the 9th day of September, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary


6 7 8 9 10

JESSAN SUBD.

30--4

ESCOBAR / RIOS
ELEMENTARY SCHOOL

TROSPER RD.

BELL-WOODS CO.S SUBD. 

41

40

1 2 3 4 5 6 7

PALMER RD.

**SITE
LOCATION**

34

14 13 12 11 10 9 8

THOMPSON RD. 8

39

35

1 2 3 4 5 6 7

GILBERTO GUTIERREZ

COMPTON DR.

1 OJEDA

2 SUBD.

38

43



CITY OF MISSION

HIDALGO COUNTY, TEXAS

1201 E. 8th Street
MISSION, TX 78372
PH: (956) 580-8672
FAX: (956) 580-8680

No.

ITEM# 1.1

REZONING:

Lots 8-11, Amber Grove Subdivision
R-2 to R-3
Amber Development, LLC

REVIEW DATA

The subject site is located approximately 240' East of Trosper Road along the south side of Palmer Road.

SURROUNDING ZONES:

N:	R-2	– Duplex-Fourplex Residential
E:	R-2	– Duplex-Fourplex Residential
W:	R-2	– Duplex-Fourplex Residential
S:	R-2	– Duplex-Fourplex Residential

EXISTING LAND USES:

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

FLUM:

Lower Density Residential (LDA)

REVIEW COMMENTS: Staff notes that the proposed zone does not comply with the City’s Future Land Use Map. The request is to consider an R-3 Zone (Multi-family residential), in an already established R-2 zone (Duplex-Fourplex) subdivision which will not be consistent to the lots within this subdivision or surrounding land uses. Staff mailed out 21 notices to property owners within 200’ radius to get their input in regards to this request. As of this date, staff has not received any comments in favor or against this request.

RECOMMENDATION: Staff is recommending Denial.

6 7 8 9 10

JESSAN SUBD.

30--4

ESCOBAR / RIOS
ELEMENTARY SCHOOL

TROSPER RD.

BELL-WOODS CO.S SUBD. 

41

40

1 2 3 4 5 6 7

PALMER RD.

14 13 12 11 10 9 8

14 13 12 11 10 9

THOMPSON RD. 8

1 2 3 4 5 6 7

GILBERTO GUTIERREZ

1 OJEDA

2 SUBD.

43

**SITE
LOCATION**

39

COMPTON DR.

34

35

38



CITY OF MISSION

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

No.

200' RADIUS MAILOUT MAP


6 7 8 9 10

JESSAN SUBD.

30--4

ESCOBAR / RIOS
ELEMENTARY SCHOOL

TROSPER RD.

BELL-WOODS CO.S SUBD. 

41

40

**SITE
LOCATION**

34

1 2 3 4 5 6 7
PALMER RD.

4 13 12 11 10 9 8
THOMPSON RD.

39

35

1 2 3 4 5 6 7
GILBERTO GUTIERREZ

COMPTON DR.

1 OJEDA
2 SUBD.

38

43



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

No.



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

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

B2225-00-00C-0041-00 (123524)
DS 3 DEVELOPMENT LLC
3608 COMPTON DR
MISSION TX 78573

G3905-00-000-0000-00 (1371166)
HALCON HOLDINGS INC
PO BOX 2172
MISSION TX 78573

G3905-00-000-0003-00 (1371169)
HALCON HOLDINGS INC
PO BOX 2172
MISSION TX 78573

G3905-00-000-0004-00 (1371170)
HALCON HOLDINGS INC
PO BOX 2172
MISSION TX 78573

G3905-00-000-0005-00 (1371171)
HALCON HOLDINGS INC
PO BOX 2172
MISSION TX 78573

G3905-00-000-0006-00 (1371172)
HALCON HOLDINGS INC
PO BOX 2172
MISSION TX 78573

G3905-00-000-0007-00 (1371173)
HALCON HOLDINGS INC
PO BOX 2172
MISSION TX 78573

G3905-00-000-0008-00 (1371174)
HALCON HOLDINGS INC
PO BOX 2172
MISSION TX 78573

G3905-00-000-0009-00 (1371175)
HALCON HOLDINGS INC
PO BOX 2172
MISSION TX 78573

G3905-00-000-0010-00 (1371176)
MAHONEY DAVID
4615 S BRIDGE AVE
WESLACO TX 78596-1393

G3905-00-000-0011-00 (1371177)
HALCON HOLDINGS INC
PO BOX 2172
MISSION TX 78573

G3905-00-000-0012-00 (1371178)
HALCON HOLDINGS INC
PO BOX 2172
MISSION TX 78573

G3905-00-000-0013-00 (1371179)
HALCON HOLDINGS INC
PO BOX 2172
MISSION TX 78573

G3905-00-000-0014-00 (1371180)
HALCON HOLDINGS INC
PO BOX 2172
MISSION TX 78573

A4149-00-000-0008-00 (1559724)
AMBER DEVELOPMENT LLC
801 W NOLANA AVE NO 340
MCALLEN, TX 78504-3035

A4149-00-000-0009-00 (1559725)
AMBER DEVELOPMENT LLC
801 W NOLANA AVE NO 340
MCALLEN, TX 78504-3305

A4149-00-000-0010-00 (1559726)
AMBER DEVELOPMENT LLC
801 W NOLANA AVE NO 340
MCALLEN TX 78504-3035

A4149-00-000-0001-00 (1559717)
RIOS RAFAEL JR
712 PALMER RD
MISSION TX 78573

A4149-00-000-0002-00 (1559718)
BUTLER ROBERT A II
710 PALMER RD
MISSION TX 78573

A4149-00-000-0003-00 (1559719)
THERRIEN DALTON RICHARD
708 PALMER DR
MISSION TX 78573

A4149-00-000-0004-00 (1559720)
MCKENNY GLENN HOMES INC
5237 N 23RD ST
MCALLEN TX 78504

A4149-00-000-0005-00 (1559721)
MCKENNY GLENN HOMES INC
5237 N 23RD ST
MCALLEN TX 78504

A4148-00-000-0006-00 (1559722)
BAZAN JOSEPH ROMEO
702 PALMER RD
MISSION TX 78573

A4149-00-000-0007-00 (1559723)
AMBER DEVELOPMENT LLC
801 W NOLANA AVE NO 340
MCALLEN TX 78504

A4149-00-000-0014-00 (1559730)
MCKENNY GLEN HOMES INC
5237 N 23RD ST
MCALLEN TX 78504

A4149-00-000-0013-00 (1559729)
MCKENNY GLEN HOMES INC
5237 N 23RD ST
MCALLEN TX 78504

A4149-00-000-0012-00 (1559728)
OKWEGBA IKECHUKWU CHRISTOPHER JR
709 PALMER RD
MISSION TX 78572

A4149-00-000-0011-00 (1559727)
AMBER DEVELOPMENT LLC
801 W NOLANA AVE NO 340
MISSION TX 78504

A4149-00-000-000A-00 (1559716)
AMBER DEVELOPMENT LLC
801 W NOLANA AVE NO 340
MCALLEN TX 78504



**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: September 9, 2024
PRESENTED BY: Susana De Luna, Planning Director
AGENDA ITEM: Rezoning: Lot 2, Block 4, Gulf Breeze Addition from (R-1) Single Family Residential to (C-3) General Business, AMS Management & Properties, LLC c/o Ana M. Gutierrez Salinas, and Adoption of Ordinance#____ - De Luna

NATURE OF REQUEST:

On September 4, 2024, the Planning and Zoning Commission held a Public Hearing to consider the rezoning request. The subject site is located approximately 75' East of N. Conway Avenue along the South Side of Sunrise Lane. There was no public opposition during the P&Z Meeting. The board unanimously recommended Approval.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Approval

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *MRP*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A REZONING LOT 2, BLOCK 4, GULF BREEZE ADDITION, (R-1)
SINGLE FAMILY RESIDENTIAL TO (C-3) GENERAL BUSINESS**

WHEREAS, the City Council of the City of Mission finds that during consideration of the rezoning request of September 4, 2024, the Planning and Zoning Commission of the City of Mission upon duly recognized motion and second, voted to recommend to the City Council that the rezoning shown below be granted.

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Monday, September 9, 2024, in the Council Chambers of the City Hall to consider the following rezoning:

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

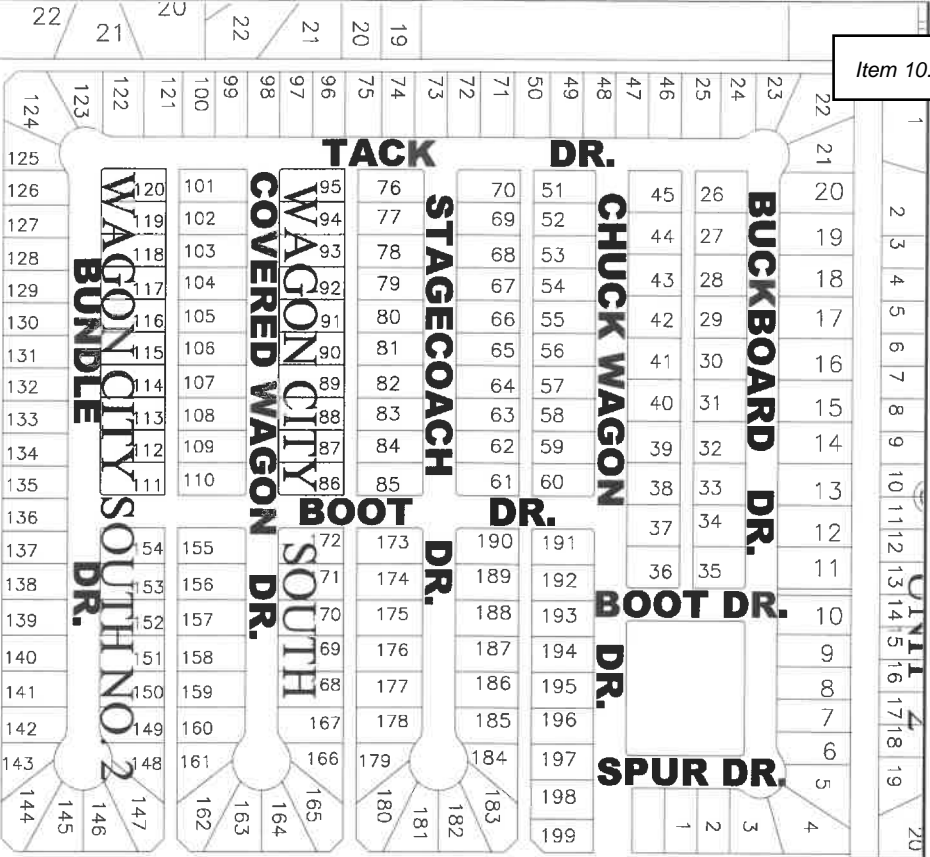
Legal Description	From	To
Lot 2, Block 4, Gulf Breeze Addition	R-1	C-3

READ, CONSIDERED AND PASSED, this the 9th day of September, 2024.

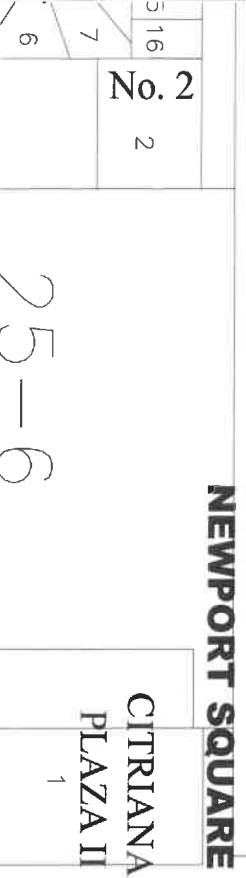
Norie Gonzalez Garza, Mayor

ATTEST:

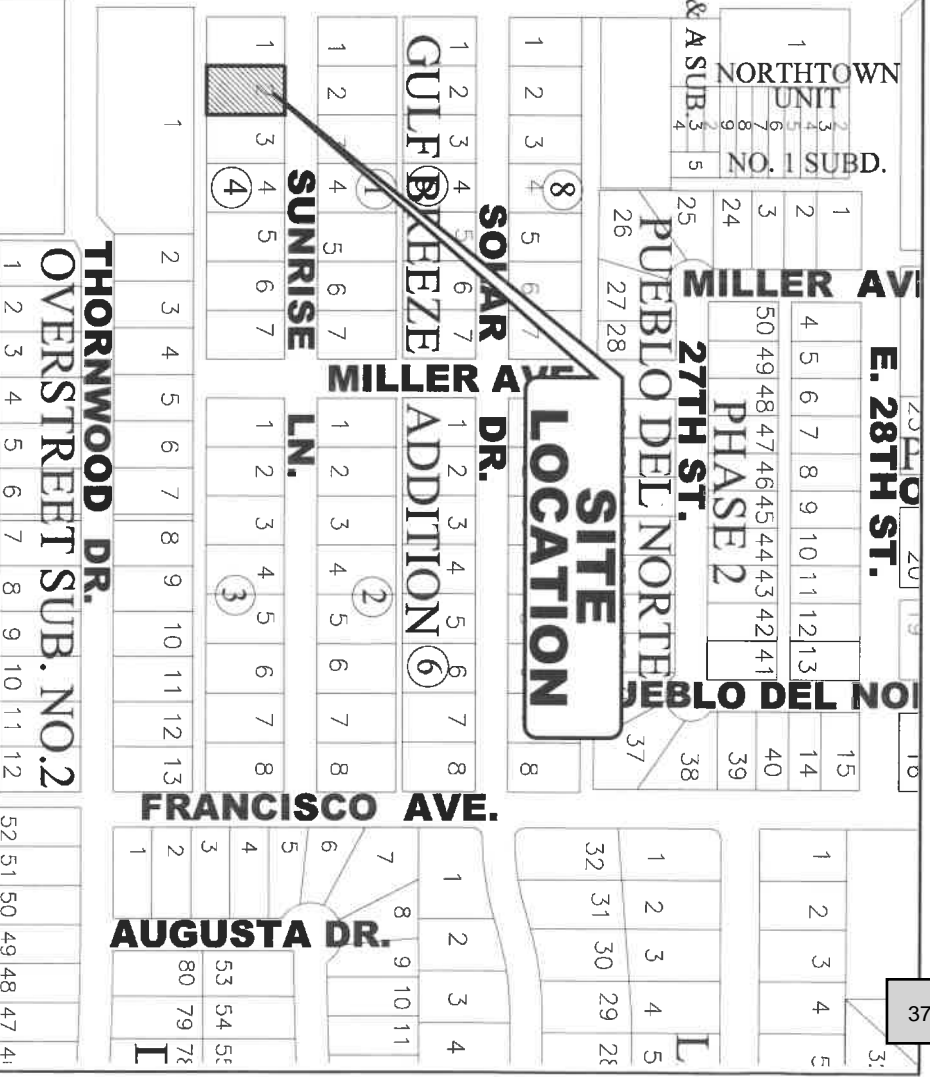
Anna Carrillo, City Secretary



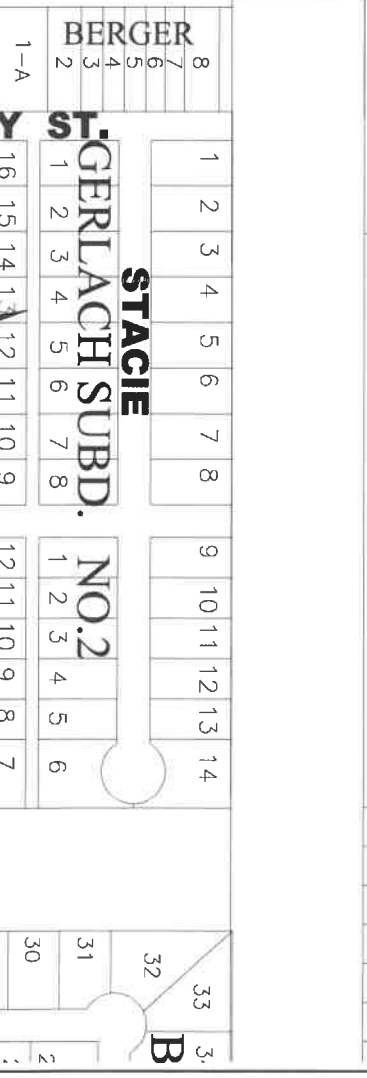
BURG MAIN CANAL R.O.W.



N. CONWAY AVE.



(107)



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

DATE: 08-19-24
No.

ITEM# 1.3

REZONING:

Lot 2, Block 4, Gulf Breeze Addition
R-1 to C-3
AMS Management & Properties, LLC
c/o Ana M. Gutierrez-Salinas

REVIEW DATA

The subject site is located approximately 75’ East of N. Conway Ave. along the South Side of Sunrise Lane.. – see vicinity map.

SURROUNDING ZONES:

N:	R-1	- Single Family Residential
E:	R-1	- Single Family Residential
W:	C-3	- General Business
S:	C-3	- General Business

EXISTING LAND USES:

N:	Single Family Home
E:	Single Family Home
W:	Vacant
S:	Commercial Building
Site:	Vacant

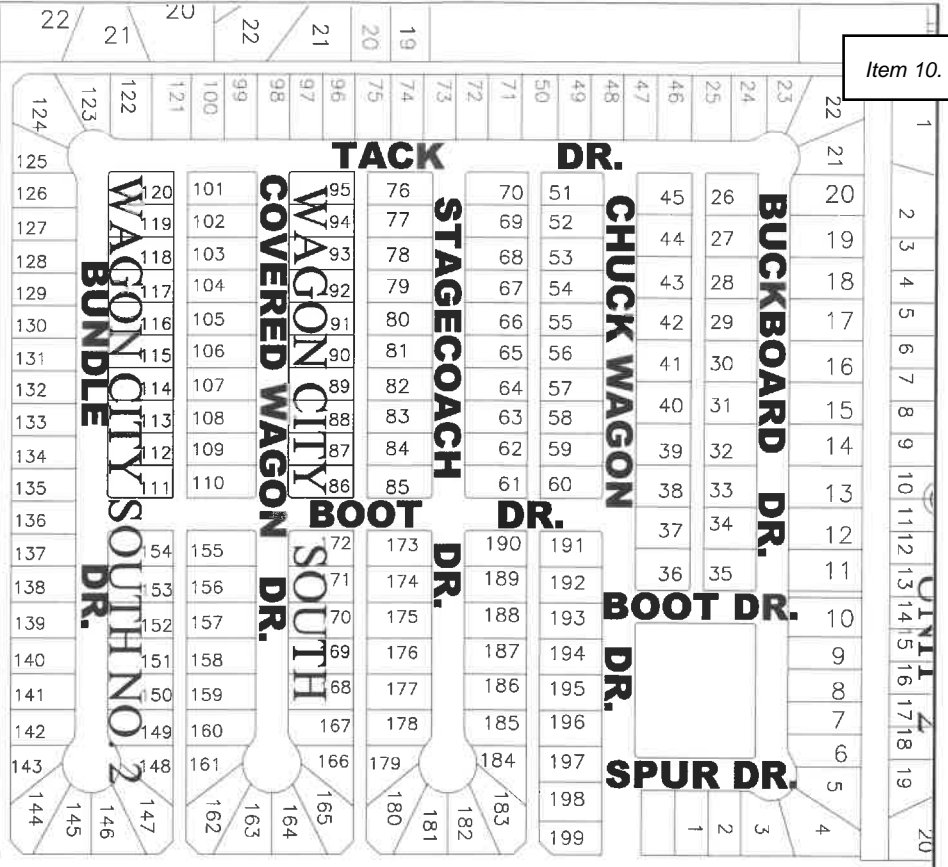
FLUM:

Low Density Residential (LD)

REVIEW COMMENTS: The Future Land Use Map showed this area as a Low Density Residential (LD) land use area, which is more consistent with a residential zone such as R-1 zoning. The land use for this property has been residential for years and staff believes that it still remains as viable boundary between commercial and residential uses. Though the site is located adjacent to a commercial use, the desired C-3 zone is in conflict with the Future Land Use Map. The Future Land Use Map is not ‘set on stone’ and zoning does not have to match, but unless there is a unique reason to deviate from it.

Staff notes that on September 8, 2014 the City Council considered and approved a C-3 rezoning request for Lot 1, which is adjacent to this property. Staff mailed 16 notices to property owners within 200’ radius of the site to solicit comments in favor or against this request. As of the date of this write-up, staff has not received any comments.

RECOMMENDATION: Staff recommends approval.



BURG MAIN CANAL R.O.W.

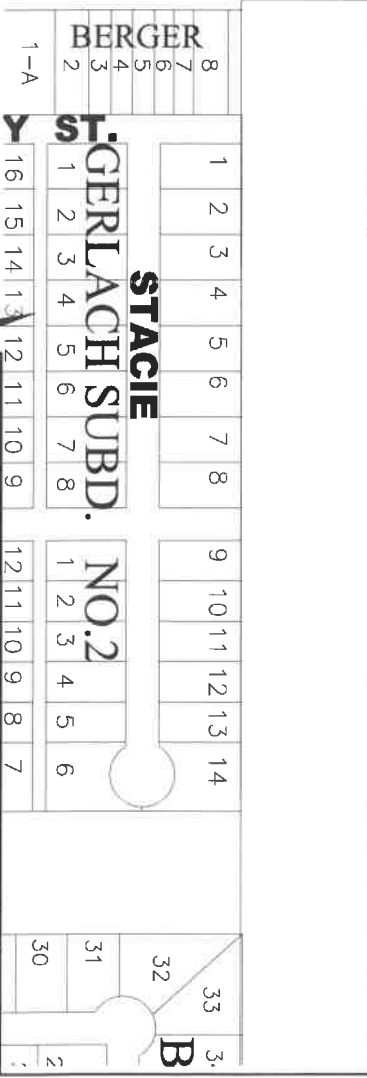


75-6

N. CONWAY AVE.

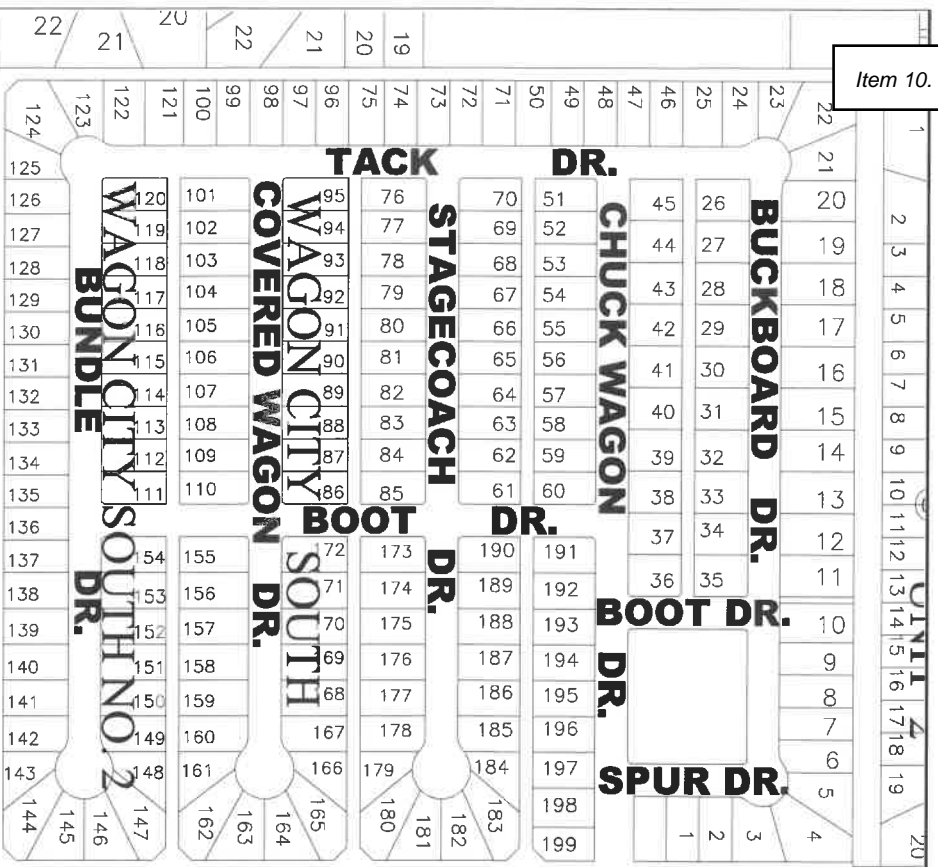


(107)



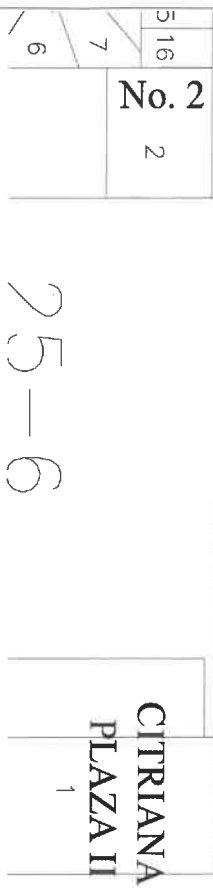
CITY OF MISSION
PLANNING DEPARTMENT
1201 E. 8th Street
MISSION, TX 78572
PH: (956) 580-8672
FAX: (956) 580-6680

DATE: 08-19-24
No.



BURG MAIN CANAL R.O.W.

NEWPORT SQUARE

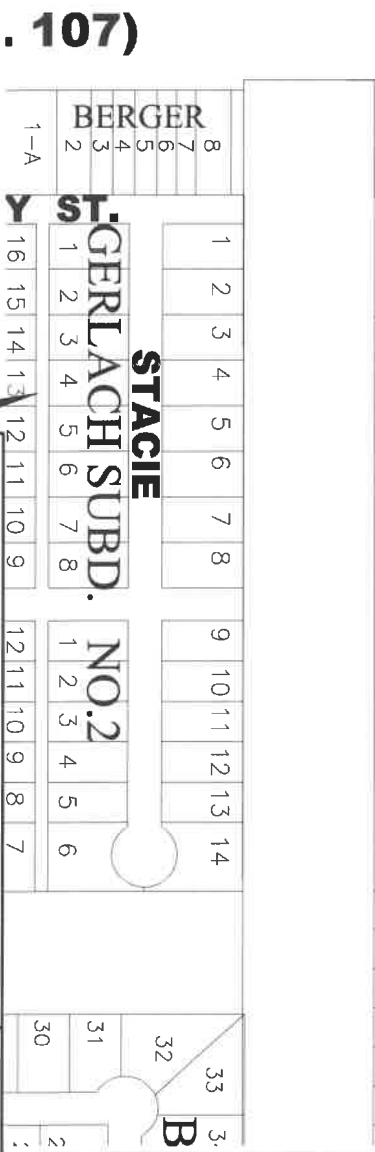


75-6

N. CONWAY AVE.

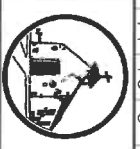


SITE LOCATION



(107)

200' RADIUS MAILOUT MAP



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

DATE:08-19-24

No.



G9700-00-001-0001-00 (184234)
AMS MANAGEMENT & PROPERTIES LLC
2704 N CONWAY AVE STE B
MISSION TX 78574

G9700-00-001-0002-05 (580970)
GUAJARDO ELIAS
613 KERRIA
MCALLEN TX 78501

G9700-00-001-0003-00 (184236)
ALVARADO DORA
105 SUNRISE LN
MISSION TX 78574

G9700-00-001-0004-00 (184237)
CRUZ DANIEL R & LETICIA G
107 SUNRISE LN
MISSION TX 78574

G9700-00-001-0005-00 (184238)
MENDEZ HECTOR & ERIKA
2233 EBONY AVE APT 1
MCALLEN TX 78501

G9700-00-004-0001-00 (184257)
AMS MANAGEMENT & PROPERTIES LLC
2704 N CONWAY AVE STE B
MISSION TX 78574

G9700-00-004-0002-00 (184258)
AMS MANAGEMENT & PROPERTIES LLC
2704 N. CONWAY AVE A
MISSION TX 78574

G9700-00-004-0003-00 (184259)
STONE CHRISTOPHER HARRIS
106 SUNRISE LN
MISSION TX 78574

G9700-00-004-0004-00 (184260)
TINOCO MIGUEL & LAURA
108 SUNRISE LN
MISSION TX 78574

G9700-00-004-0005-00 (184261)
HERNANDEZ RUBEN & SYLVIA R
110 SUNRISE LN
MISSION TX 78574

G9700-00-005-0001-00 (184264)
PALOMO MARIA D
4801 N MINNESOTA RD
MISSION TX 78574

G9700-00-005-0002-00 (184265)
CRUZ DIEGO
107 SUNRISE LN
MISSION TX 78574

G9700-00-005-0003-00 (184266)
GARZA RENE DAVID
106 SOLAR RD
MISSION TX 78574

G9700-00-005-0004-00 (184267)
BROWN WILLIAM F & EVANGELINA R
108 SOLAR DR
MISSION TX 78574

O7800-02-001-0001-00 (252686)
HUTTON BASECAMP LLC
736 CHERRY ST
CHATTANOOGA TN 37402

O7800-02-001-0002-00 (252687)
GARCIA LEONEL
203 THORNWOOD ST
MISSION TX 78574



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: September 9, 2024

PRESENTED BY: Susana De Luna, Planning Director

AGENDA ITEM: Rezoning: A 2.44 acre tract of land out of the 7.8 acres out of the Fernandez Strip out of Porcion 52, from (R-2) Duplex-Fourplex Residential to (C-3) General Business, Sandra Tamez, and Adoption of Ordinance#_____ - De Luna

NATURE OF REQUEST:

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

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Denial

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Denial *MRP*

RECORD OF VOTE: APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A REZONING A 2.44 ACRE TRACT OF LAND OUT OF THE 7.8 ACRES
OUT OF THE FERNANDEZ STRIP OUT OF PORCION 52, (R-2) DUPLEX-
FOURPLEX RESIDENTIAL TO (C-3) GENERAL BUSINESS**

WHEREAS, the City Council of the City of Mission finds that during consideration of the rezoning request of September 4, 2024, the Planning and Zoning Commission of the City of Mission upon duly recognized motion and second, voted to recommend to the City Council that the rezoning shown below “NOT” be granted.

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Monday, September 9, 2024, in the Council Chambers of the City Hall to consider the following rezoning:

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

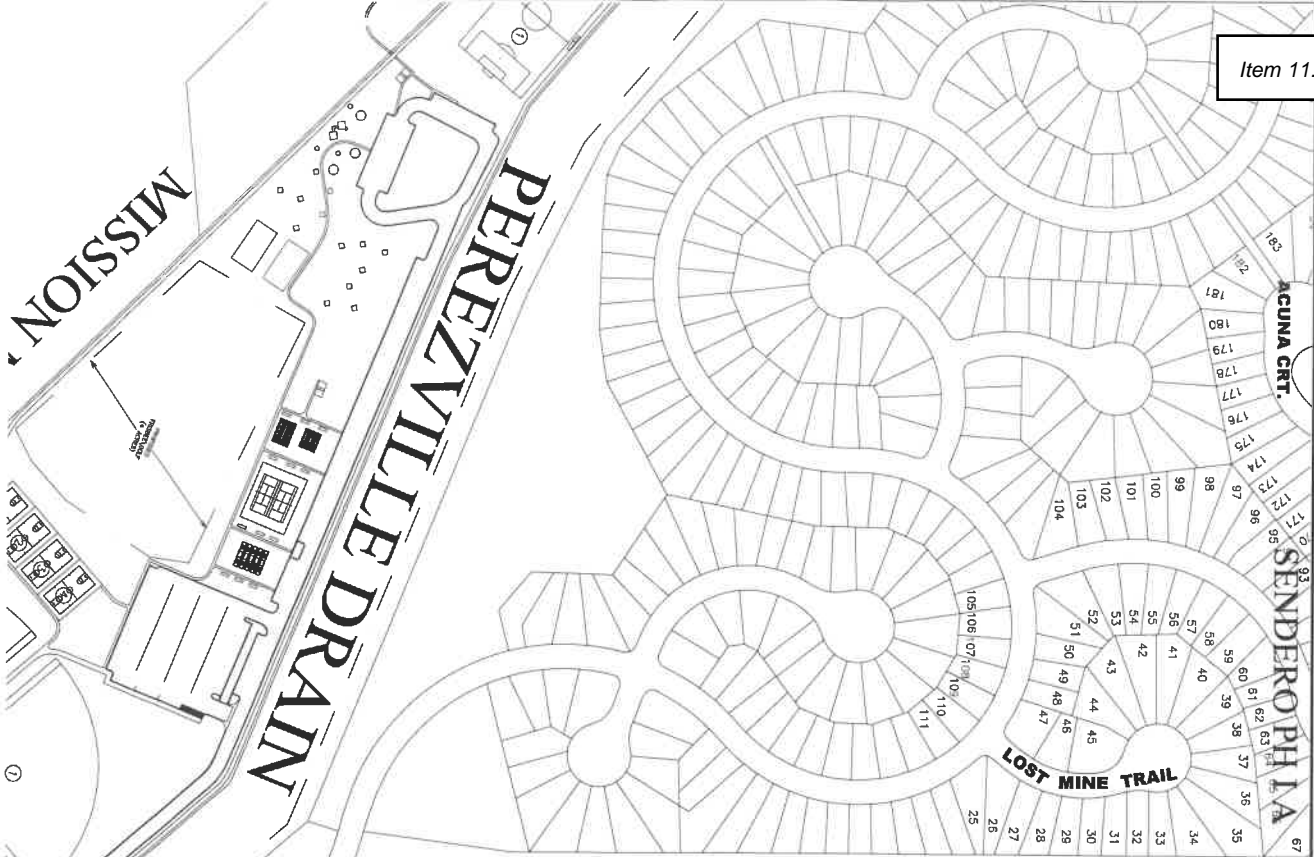
Legal Description	From	To
A 2.44 acre tract of land out of the 7.8 acres out of the Fernandez Strip out of Porcion 52	R-2	C-3

READ, CONSIDERED AND PASSED, this the 9th day of September, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

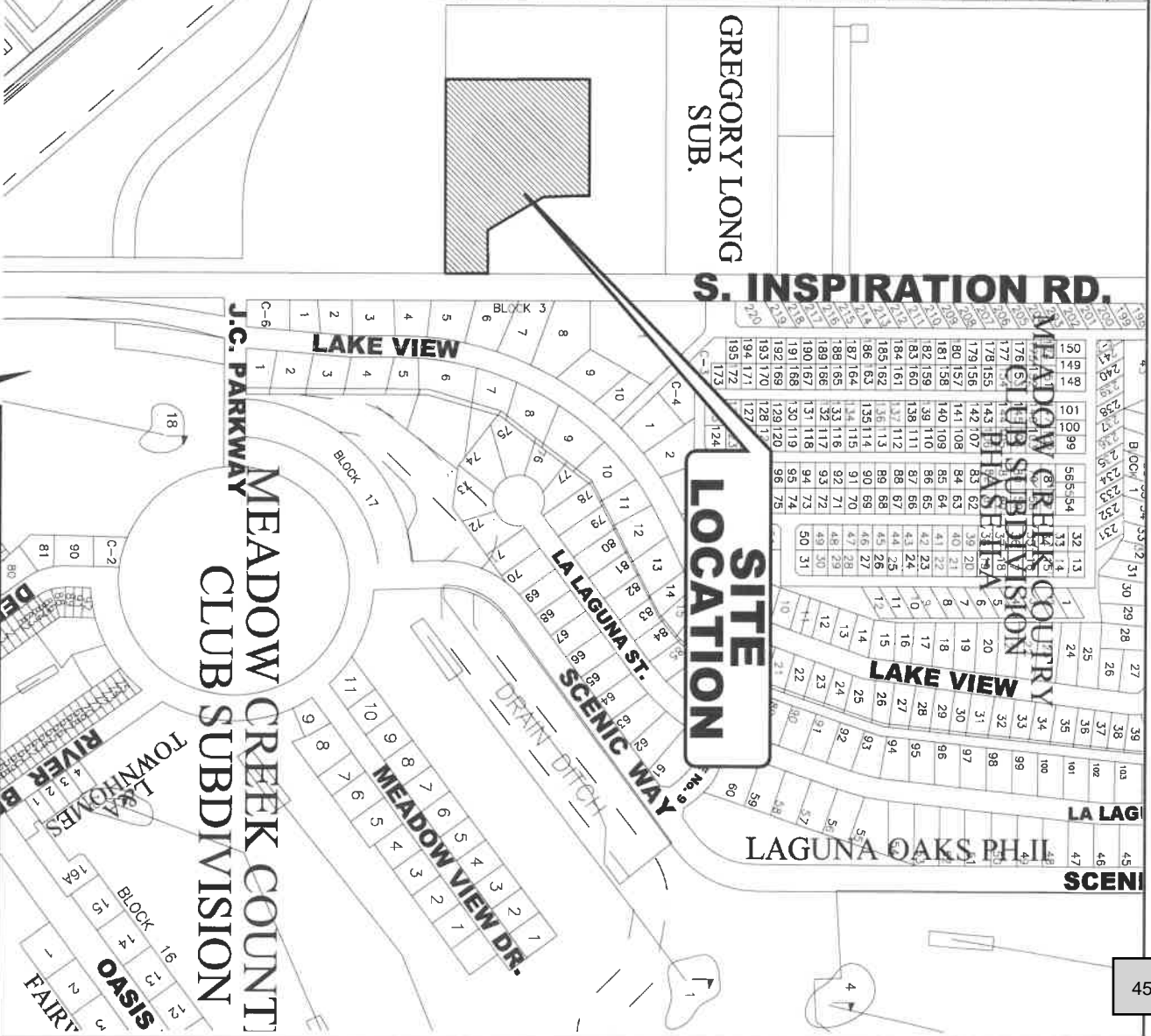
Anna Carrillo, City Secretary



GREGORY LONG SUB.

S. INSPIRATION RD.

SITE LOCATION



MISSION

PEREZVILLE DRAIN

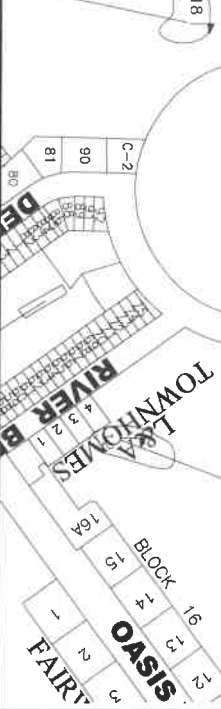
LAKE VIEW

J.C. PARKWAY

MEADOW CREEK COUNTY CLUB SUBDIVISION

LA LAGUNA ST.

LAGUNA OAKS PH I I



LAKE RIVER B, OASIS, FAIRY



CITY OF MISSION
 PLANNING DEPARTMENT
 1201 E. 8th Street
 MISSION, TX 78372

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

ITEM# 1.4

REZONING:

A 2.44 acre tract of land out of the
7.8 acres out of the Fernandez Strip
out of Porcion 52,
R-2 to C-3
Sandra Tamez

REVIEW DATA

The subject site is located approximately 1,660’ South of Mile One South Road along the west side of S. Inspiration Road. – see vicinity map.

SURROUNDING ZONES:

N:	PUD	- Single Family Residential
E:	PUD	- Single Family Residential
W:	PUD	- Single Family Residential
S:	R-3	- Multit-Family Residential

EXISTING LAND USES:

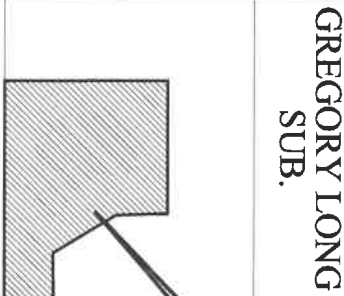
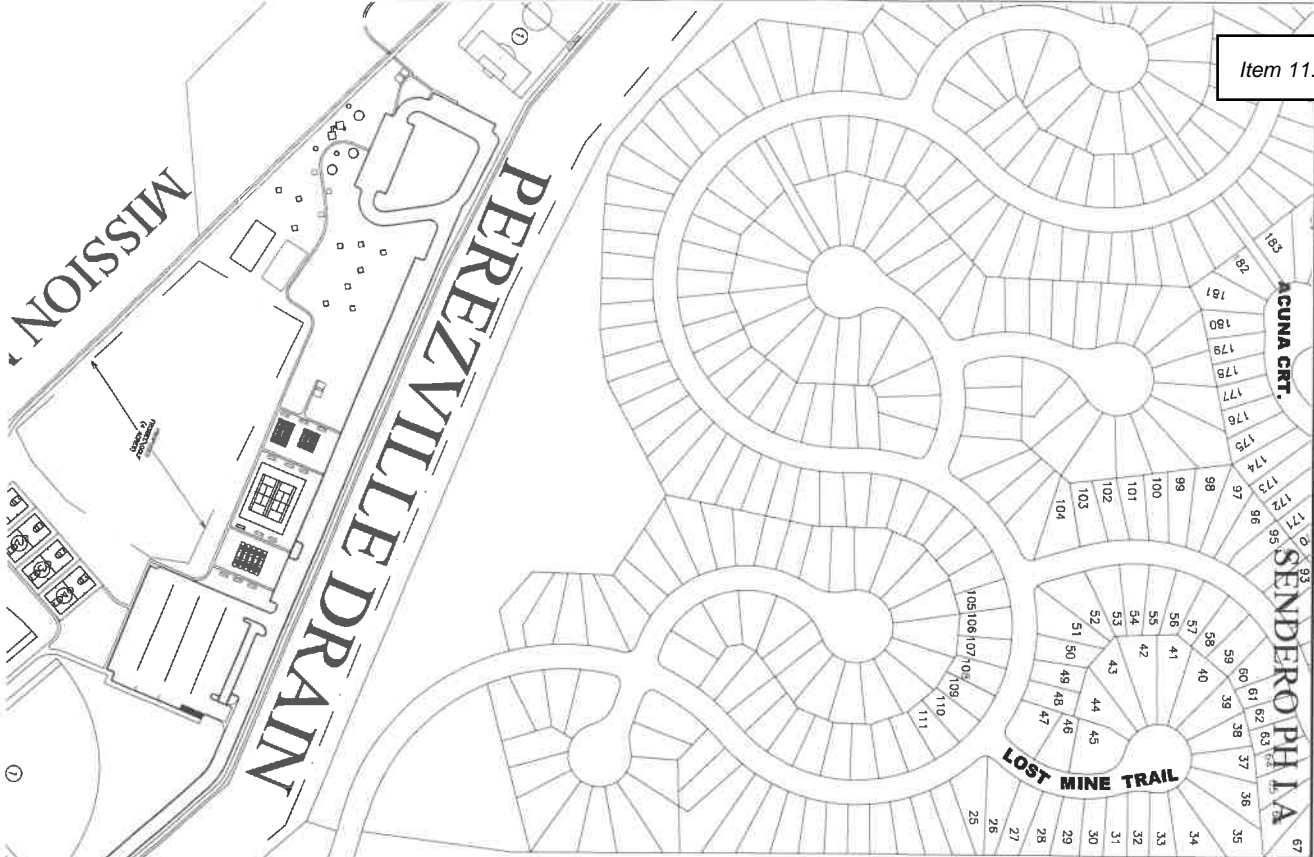
N:	Single Family Home
E:	RV Park
W:	Vacant
S:	Vacant
Site:	Single Family Home

FLUM:

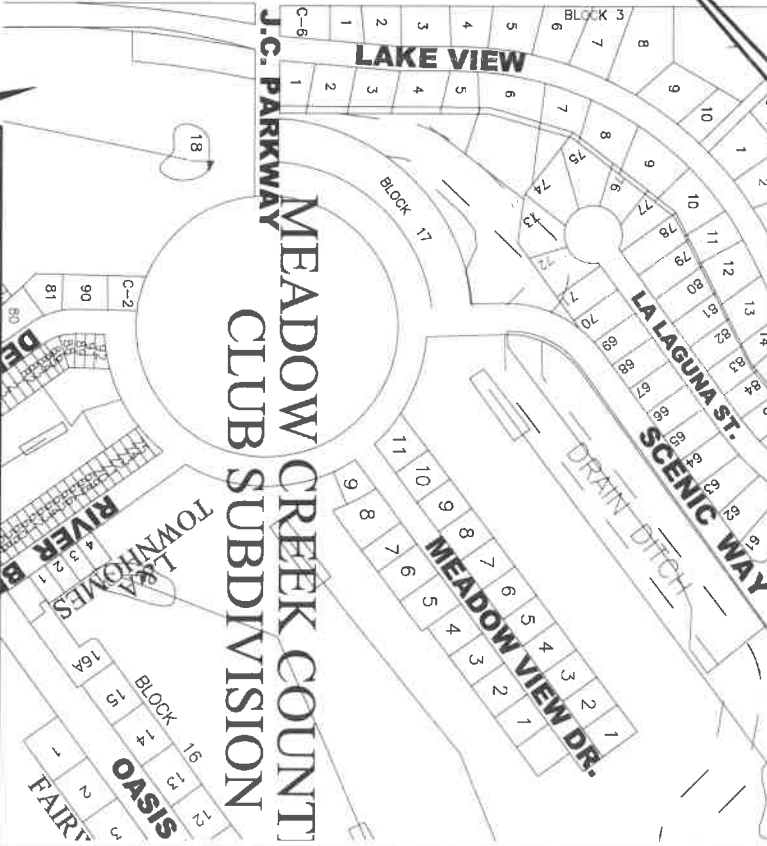
Low Density Residential (LD)

REVIEW COMMENTS: Staff mailed out 10 notices to property owners within 200’ radius to get input in regards to this request. The applicant’s original request for an R-2 was approved by City Council on May 8, 2023; however, the applicant wishes to rezone part of the lot to C-3 to rent as a venue for events. The proposed zone does not comply with City’s Future Land Use Map nor surrounding land uses. Staff notes that the applicant is requesting a higher density than what is currently existing in this area and for that reason staff cannot support the request.

RECOMMENDATION: Staff recommends Denial.



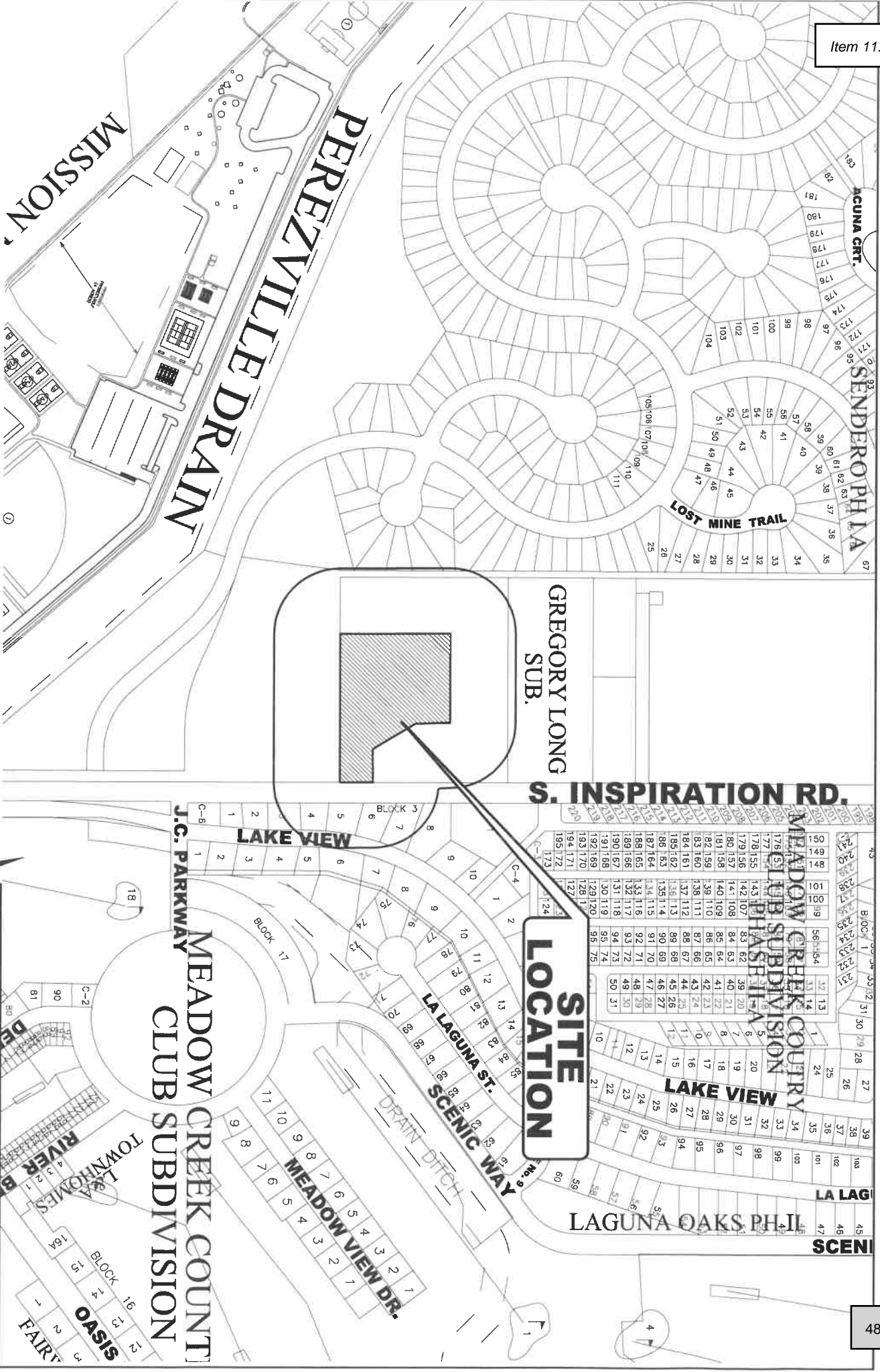
SITE LOCATION



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

DATE: 08-19-24
No.

200' RADIUS MAILOUT MAP



SITE LOCATION

GREGORY LONG SUB.

S. INSPIRATION RD.

MEADOW CREEK COUNTY CLUB SUBDIVISION

LAGUNA OAKS PHIL SCENI



CITY OF MISSION
PLANNING DEPARTMENT
 1201 E. 8th Street
 MISSION, TX 78572

PH: (956) 580-8572
 FAX: (956) 580-8680

DATE:08-19-24

No.



M3175-2A-003-0003-00 (232919)
COBB JAMES CLIFTON
1303 LAKEVIEW DR
MISSION TX 78572

M3175-2A-003-0004-00 (232920)
PARRA MAGDALENA
1702 WHITE ROCK ST
PENITAS TX 78576

M3175-2A-003-0005-00 (232921)
GARZA DELORES C & ANTONIO
1211 LAKE VIEW DR
MISSION TX 78572

M3175-2A-003-0006-00 (232922)
HERRERA ANA LIZETTE MONTOYA
1303 MOUNTAIN RD
PALMHURST TX 78573

M3175-2A-003-0007-00 (232923)
BOTELLO ALYSSA ENID
1062 E GOODWIN RD
MISSION TX 78574

M3175-2A-003-0008-00 (232924)
MARTINEZ VICTOR & AMBER
1205 LAKE VIEW DR
MISSION TX 78572

10052-00-000-0005-00 (101521)
TAMEZ SANDRA E & JOSE CRUZ
1110 S INSPIRATION RD
MISSION TX 78572

10052-00-000-0007-02 (637811)
RHODES ENTERPRISES INC
200 S 10TH STREET SUITE 1700
MCALLEN TX 78501

G8450-00-000-0001-00 (639944)
LONG GREGORY
712 LAKE VIEW DR
MISSION TX 78572

10052-00-000-0007-21 (1242807)
AMIGOS DEL VALLE INC
41338 CROSSPOINT BLVD
EDINBURG TX 78539



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: September 9, 2024
PRESENTED BY: Susana De Luna, Planning Director
AGENDA ITEM: Conditional Use Permit: Mobile Food Truck – Baja Fish Tacos, 2509 Colorado Street, Ste. 202, Lot 1, Block 2, Santa Lucia Development, C-3, Octavio A. Morales, Adoption of Ordinance #____ - De Luna

NATURE OF REQUEST:

On September 4, 2024 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site is located near the NW corner of Colorado and Taylor Road along the north side of Colorado Street. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Staff recommends approval subject to:

- 1.) 1-year re-evaluation in order to assess this new operation
- 2.) Must comply with all city Codes (Building, Fire, Health, etc.) and
- 3.) Must acquire a business license prior to occupancy
- 4.) CUP not transferable to others

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager’s Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A CONDITIONAL USE PERMIT FOR A MOBILE FOOD TRUCK –
BAJA FISH TACOS, 2509 COLORADO STREET, STE. 202, LOT 1, BLOCK 2,
SANTA LUCIA DEVELOPMENT**

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of September 4, 2024, the Planning and Zoning Commission of the City of Mission upon duly recognized motion and second, voted to recommend to the City Council that the 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, September 9, 2024, in the Council Chambers of the City Hall to consider the following conditional use permit:

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

Legal Description	Type	Conditions of Approval
2509 Colorado Street, Ste. 202 Lot 1, Block 2, Santa Lucia Development	Mobile Food Truck – Baja Fish Tacos	<ol style="list-style-type: none"> 1. 1 year re-evaluation in order to assess this new operation 2. Must comply with all City Codes (Building, Fire, Health, etc.) and 3. Must acquire a business license prior to occupancy 4. CUP not transferable to others

READ, CONSIDERED AND PASSED, this the 9th day of September, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ITEM# 1.5

CONDITIONAL USE PERMIT: Mobile Food Truck- Baja Fish Tacos
 2509 Colorado Street, Ste. 202
 Lot 1, Block 2, Santa Lucia Development
 C-3
 Octavio A. Morales

REVIEW DATA

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

- **Days & Hours of Operation:** Monday – Thursday & Sunday from 10:45 am to 12:00 am
 Friday & Saturday from 10:45am to 2:00am
- **Employees:** 7 employees
- **Parking & Landscaping:** The Mobile Food Park measures 134' x 72' for a total of 9,648 sq. ft. Based on the square footage they are required 23 parking spaces. The landlord has a total of 67 parking spaces available for this area and has submitted a written agreement to use the parking spaces from the commercial plaza if needed.
- **Other Requirements:** Must comply with all Building, Fire and Health Codes.

REVIEW COMMENTS: Staff mailed out 16 notices to property owners within 200' radius and staff has not received any comments in favor or against the request.

RECOMMENDATION: Staff recommends approval subject to:

- 1) 1 yr. re-evaluation in order to assess this new operation,
- 2) Must comply with all City Codes (Building, Fire, Health, etc.)
- 3) Must acquire a business license prior to occupancy; and
- 4) CUP not transferable to others

SHARY RD. (F.M.494)

McMANUS
SUBDIVISION

155

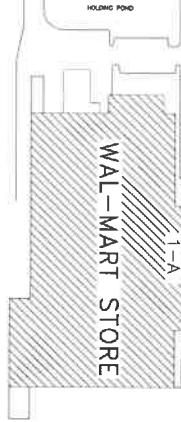
COLORADO
SUBDIVISION
LOT 1
LOT 2A
COLORADO
LOT 2A

PEDIATRICS
SHARYLAND

165
NAVIN
LOT 1

SHARYLAND
TERRACE
LOT A

COLORADO STREET



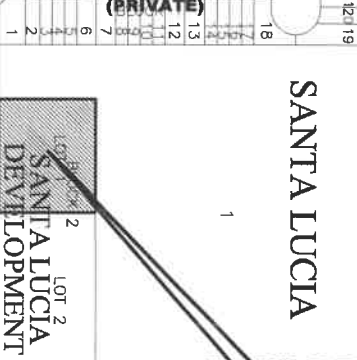
LOTS 1-A, 1-B, 5-A, 5-B & 5-C
SHARYLAND PLACE SUBD.

LOTS 1 & 5 OF
SHARYLAND PLACE
2 3

1-B LOT 4 5-C

5-B 5-A

LUCIA DR.
(PRIVATE)



SANTA LUCIA

TINSEL TOWN
MOVIES 17 -MISSION

LOT 3 LOT 1

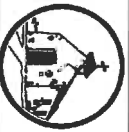
LOT 2

TAYLOR ROAD

**SITE
LOCATION**

156

157



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

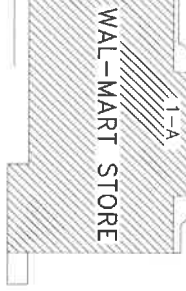
DATE:08-19-24

No.

SHARY RD. (F.M.494)

LOTS 1 & 5 OF SHARYLAND PLACE
2 3

LOTS 1-A, 1-B, 5-A, 5-B & 5-C SHARYLAND PLACE SUBD.



COLORADO SUBDIVISION

PEDIATRICS SHARYLAND

LOT 1 165 NAVIN

SHARYLAND TERRACE LOT A

COLORADO STREET

LUCIA DR. (PRIVATE)

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

SANTA LUCIA

TINSELTOWN MOVIES 17 -MISSION

LOT 3 LOT 1

LOT 2

TAYLOR ROAD

SITE LOCATION

McMANUS SUBDIVISION

155

156

157

200' RADIUS MAILOUT MAP



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

DATE:08-19-24

No.









Employees Must Wash
Hands Before Returning
to Work



**HAND WASH
ONLY**

WASH LADDER
WASH LADDER
WASH LADDER



SANITIZE DESINFECTAR
WATER LEVEL
NIVEL DEL AGUA

RINSE ENJUAGAR
WATER LEVEL
NIVEL DEL AGUA

WASH LAVAR
WATER LEVEL
NIVEL DEL AGUA



Tacos

SINGLE TACO

- Fish Taco*** \$5.98 * tax
 - Shrimp Taco*** \$7.98 * tax
 - Grilled Shrimp \$7.98 * tax
 - Grilled Lobster \$11.98 * tax
 - Grilled Chicken \$5.98 * tax
 - Zucchini Taco** \$3.98 * tax
- crema, cabbage, pico de gallo, red salsa, & chipotle crema on a hot corn tortilla
- Steak Taco*** \$7.98 * tax
- onion, cilantro, & red salsa

Surf n Turf* \$11.98 * tax
steak with grilled shrimp topped with crema, pico, red salsa, & chipotle crema
 add grilled lobster +\$4.98

Famous Fries

- Regular Large Fries \$7.98 * tax
 - Vegas Fries*** \$8.98 * tax
- topped with homemade sauces crema, red salsa, & chipotle crema**
- add steak \$5.98
 - add grilled shrimp \$5.98
 - add grilled lobster \$7.98
 - add cheese \$1.98



WE DELIVER!
(956) 410-1102



Baskets

WITH FRIES

- Fish Basket \$18.98 * tax
 - Shrimp Basket \$20.98 * tax
 - Fish & Shrimp*** \$22.98 * tax
 - Chicken Basket \$18.98 * tax
- Upgrade to Vegas Fries \$.98



***CASH PRICES SHOWN
 CARD FEES APPLY***

Burgers

WITH FRIES

- Baja Fish Burger \$13.98 * tax
- Baja Shrimp Burger \$14.98 * tax
- Baja Lobster Burger \$22.98 * tax
- Baja Chicken Burger \$13.98 * tax

Sex on the Beach Burger*

crema, cabbage, pico de gallo, red salsa, chipotle crema, & cheese

- Classic Fish Burger \$13.98 * tax
 - Classic Shrimp Burger \$14.98 * tax
- tartar sauce & cheese

Surf n Turf Burger* \$18.98 * tax
steak with grilled shrimp, crema, pico de gallo, red salsa, chipotle crema, & cheese



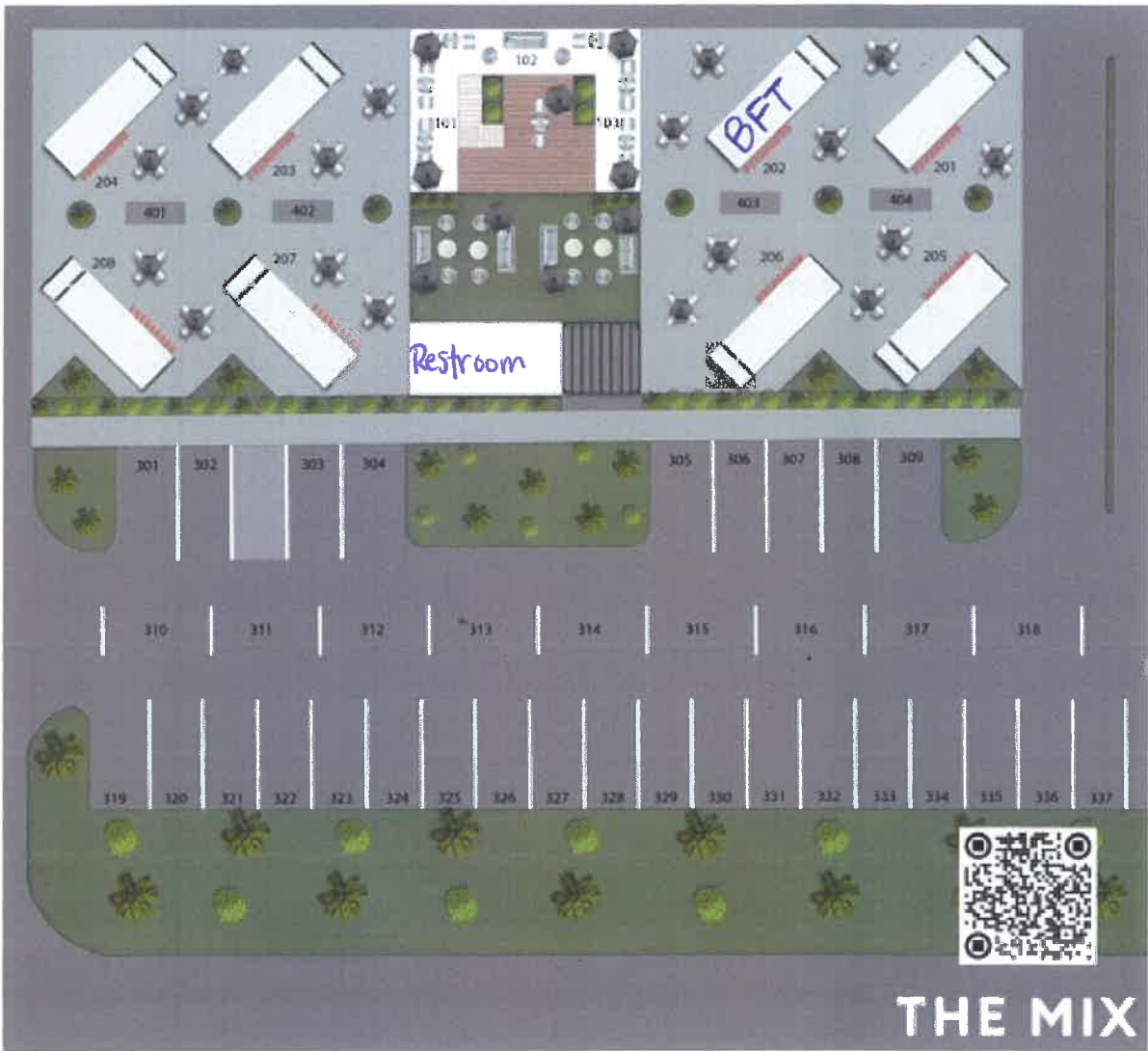
Drinks

- Water \$1.98 * tax
- Coca-Cola \$2.98 * tax
- Jarritos \$2.98 * tax
- Tehuacán \$2.98 * tax

PARTY PACK

**12 Fish Strips,
 30 Shrimps,
 & XXL Fries**
\$89.98 * tax

***FIRST TIMER
 FAVORITE***



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: September 9, 2024

PRESENTED BY: Susana De Luna, Planning Director

AGENDA ITEM: Conditional Use Permit Renewal: Sale & On-Site Consumption of Alcoholic Beverages – Taboo Bar & Grill, 608 N. Shary Road, Suites 9 & 10, Lot 1, Alba Plaza, C-3, BGD Investments, LLC, Adoption of Ordinance #____ - De Luna

NATURE OF REQUEST:

On September 4, 2024 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit Renewal request. The subject site is located ¼ mile south of East Business Highway 83 within a commercial plaza along the east side of Shary Road. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

 Staff recommends approval subject to:

- 1.) 6 months re-evaluation to continue to assess this operation
- 2.) Waiver of the 300' separation requirement from the residential homes
- 3.) Continue to comply with the Building, Fire Health, Noise and Sign Codes
- 4.) Continue to comply with TABC requirements, and
- 5.) Must have at least 2 securities at all times.

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A CONDITIONAL USE PERMIT RENEWAL FOR THE SALE & ON-SITE
CONSUMPTION OF ALCOHOLIC BEVERAGES – TABOO BAR & GRILL,
608 N. SHARY ROAD, SUITES 9&10, LOT 1, ALBA PLAZA**

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of September 4, 2024, the Planning and Zoning Commission of the City of Mission upon duly recognized motion and second, voted to recommend to the City Council that the conditional use permit renewal shown below be granted.

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Monday, September 9, 2024, in the Council Chambers of the City Hall to consider the following conditional use permit renewal:

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
608 N. Shary Road, Suites 9 & 10 Lot 1, Alba Plaza	Sale & On-Site Consumption of Alcoholic Beverages – Taboo Bar & Grill	<ol style="list-style-type: none"> 1. 6 months re-evaluation to continue to assess this operation 2. Waiver of the 300’ separation requirement from the residential homes 3. Continue to comply with the Building, Fire, Health, Noise, and Sign Codes 4. Continue to comply with TABC requirements, and 5. Must have at least 2 securities at all times

READ, CONSIDERED AND PASSED, this the 9th day of September, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ITEM# 1.6

CONDITIONAL USE PERMIT RENEWAL: Sale & On-Site Consumption of Alcoholic Beverages – Taboo Bar & Grill
608 N. Shary Road, Suites 9 & 10
Lot 1, Alba Plaza
C-3
BGD Investments, LLC

REVIEW DATA

The subject site is located ¼ mile south of East Business Highway 83 within a commercial plaza along the east side of Shary Road —see **vicinity map**. Access to the site is via a 34’ driveway off of Shary Road. The applicant is currently operating a nightclub. It is noted that a nightclub and the sale & on-site consumption of alcoholic beverages are an allowable use under the General Business Zone (C-3), but require a conditional use permit and the City Council’s approval. This nightclub concept offers food, VIP areas, live music and concerts, etc. The last CUP approved for this location was on February 12, 2024 for a 6-month period.

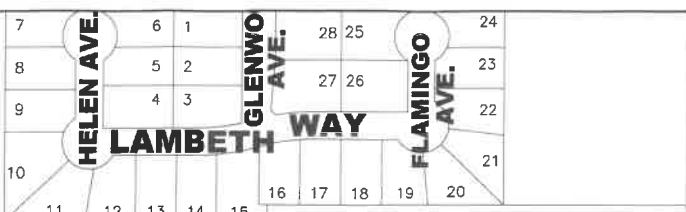
- **Days/Hours of Operation:** Thursday – Sunday from 6:00 p.m. to 2 a.m. Alcoholic beverages will only be served during allowable State selling hours.
- **Staff:** 10 employees
- **Parking:** It is noted that parking is held in common and there is a total of 138 total parking spaces shared with the various businesses within the commercial plaza.
- Section 1.56-3 of the Zoning Code cites that Bars, cocktail lounges, taverns, cantinas, saloons, dancehalls, discotheques, or nightclubs: must be 300’ from the nearest residence, church, school or publicly owned property. There is a residential subdivision within 300’ (see aerial); however, P&Z and the Council have waived this separation requirement in previous CUP’s.

REVIEW COMMENTS: Staff mailed out 29 notices to property owners within 200’ radius and staff has not received any comments in favor or against this request. In conferring with Mission PD for incidents at this location, reports included employees selling narcotics from inside the establishment, intoxicated patrons, and other minor incidents.

RECOMMENDATION: Staff recommends approval subject to:

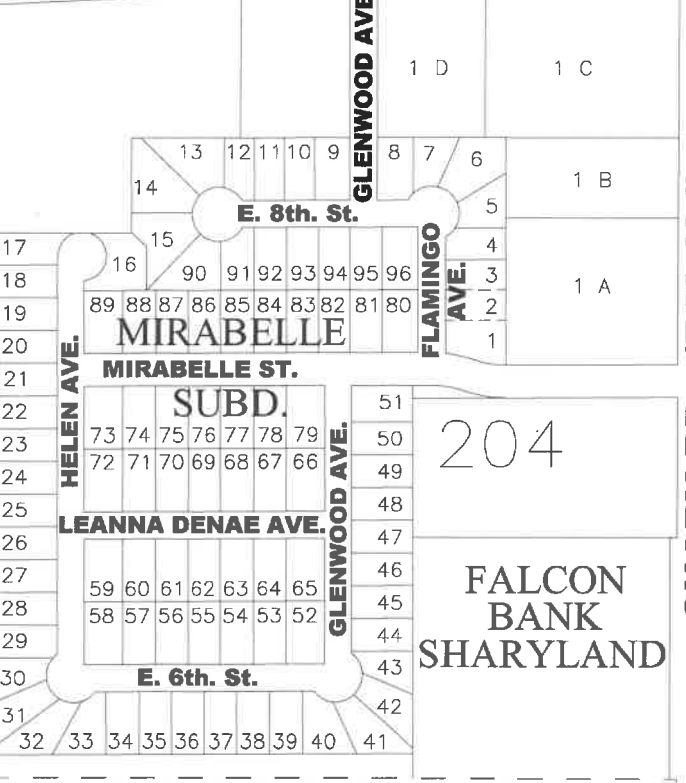
1. 6-months re-evaluation to continue to assess this operation.
2. Waiver of the 300’ separation requirement from the residential homes.
3. Continue to comply with the Building, Fire, Health, Noise and Sign Codes,
4. Continue to comply with TABC requirements, and
5. Must have at least 2 securities at all times.

Item 13.



GLENWOOD OAKS 214

E. BUS. HWY 83 (LOOP 374)



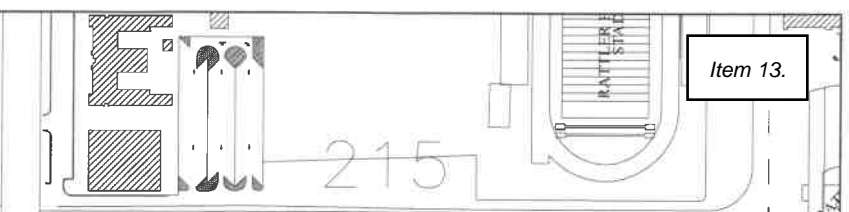
204
FALCON BANK SHARYLAND

HOFLAND SUBDIVISION LOT 1

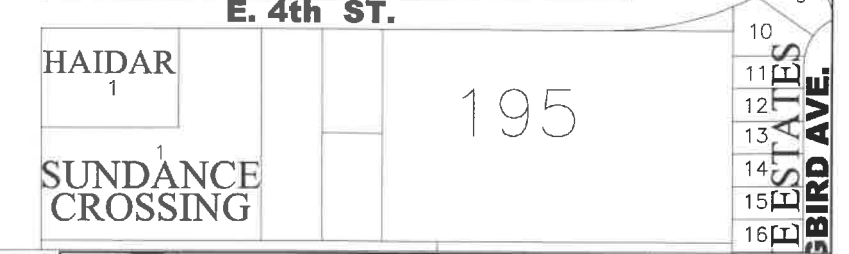
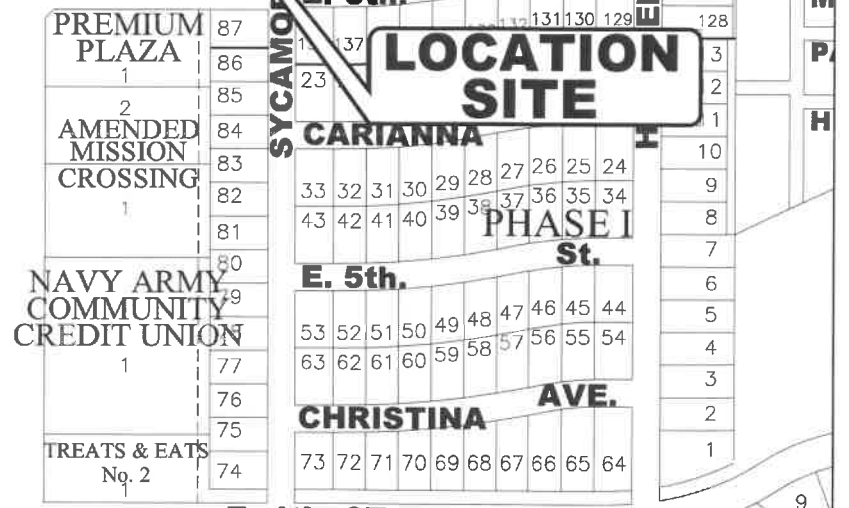
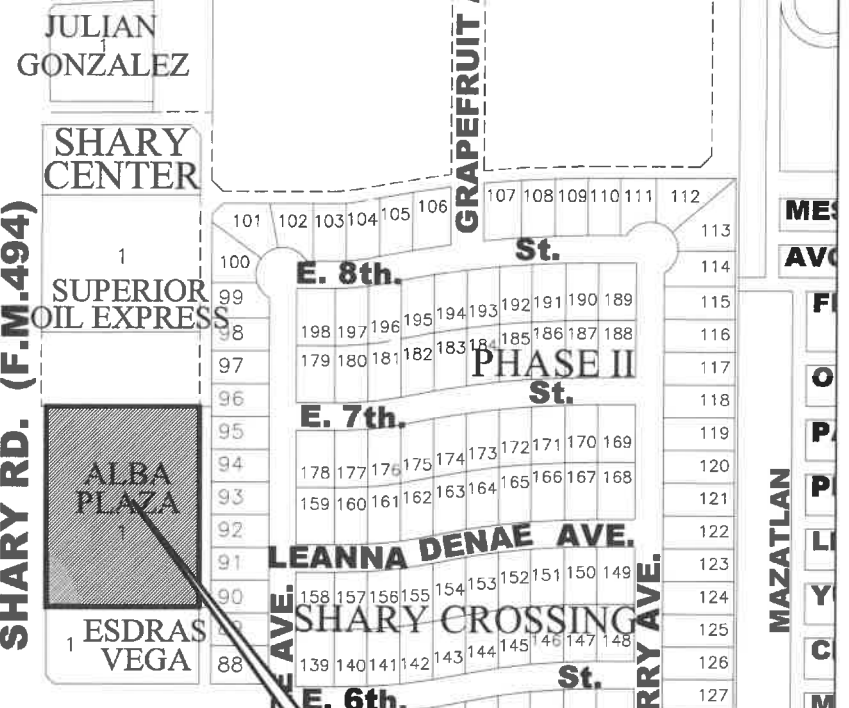
LOT 1A SHARY STORAGE SUBDIVISION No.2

L. RICE LOT 1 SUB.

MARTIN VILLARREAL JR. 1



215



195

LOCATION SITE



CITY OF MISSION
HIDALGO COUNTY, TEXAS

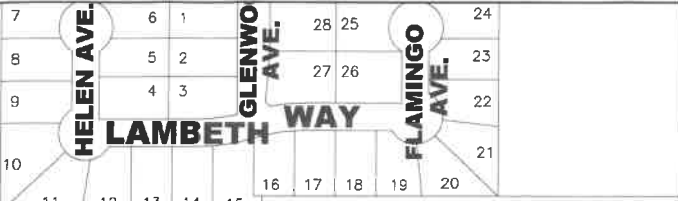
1201 E. 8th. Street
MISSION, TX 78572

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

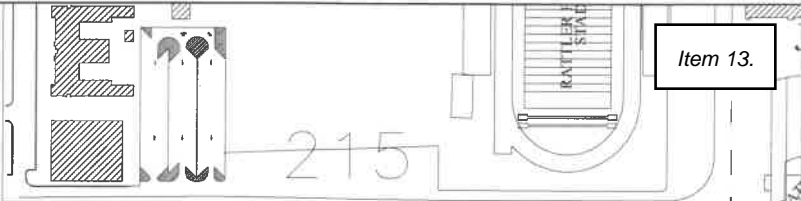
68

No.

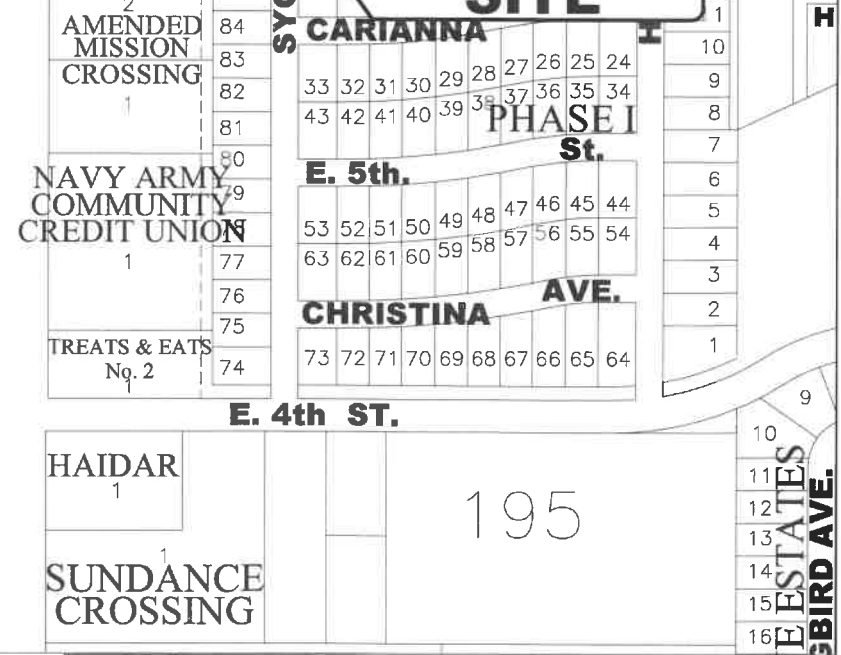
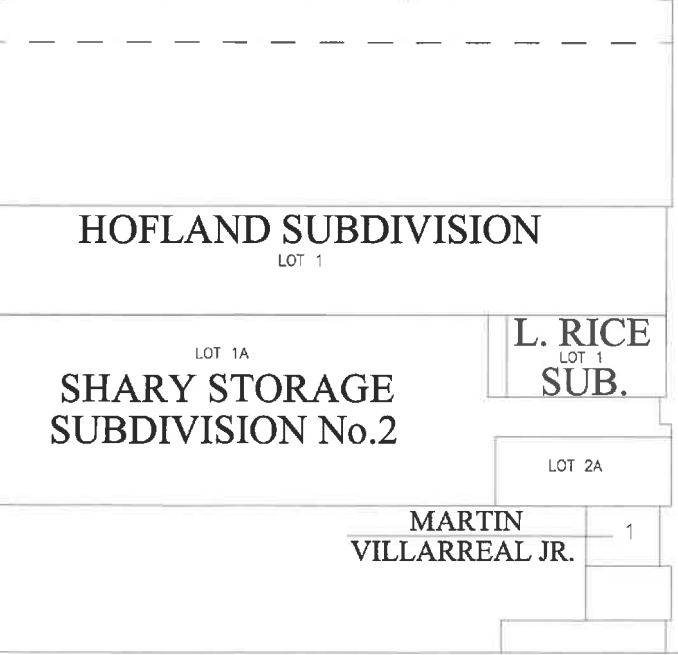
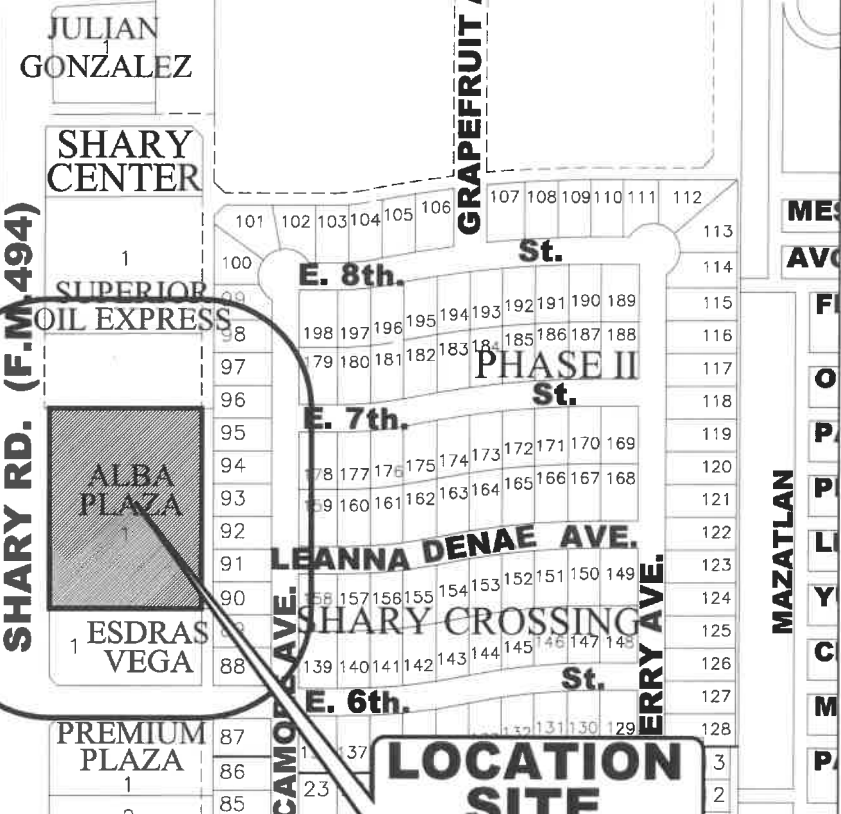
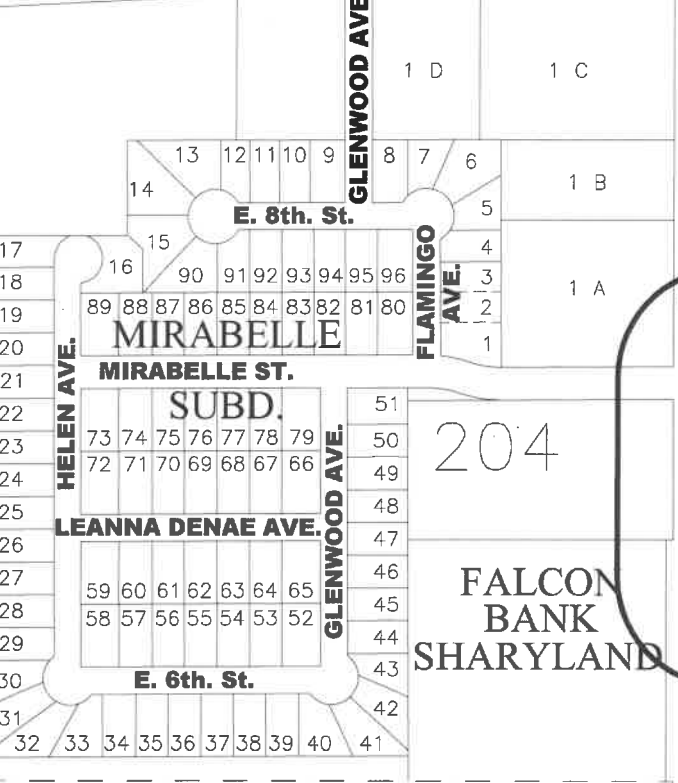
Item 13.



GLENWOOD OAKS 214



E. BUS. HWY 83 (LOOP 374)



LOCATION SITE

200' RADIUS MAP



CITY OF MISSION HIDALGO COUNTY, TEXAS

1201 E. 8th Street MISSION, TX 78572 PH: (956) 580-8572 FAX: (956) 580-8680

MIRABELLE ST.

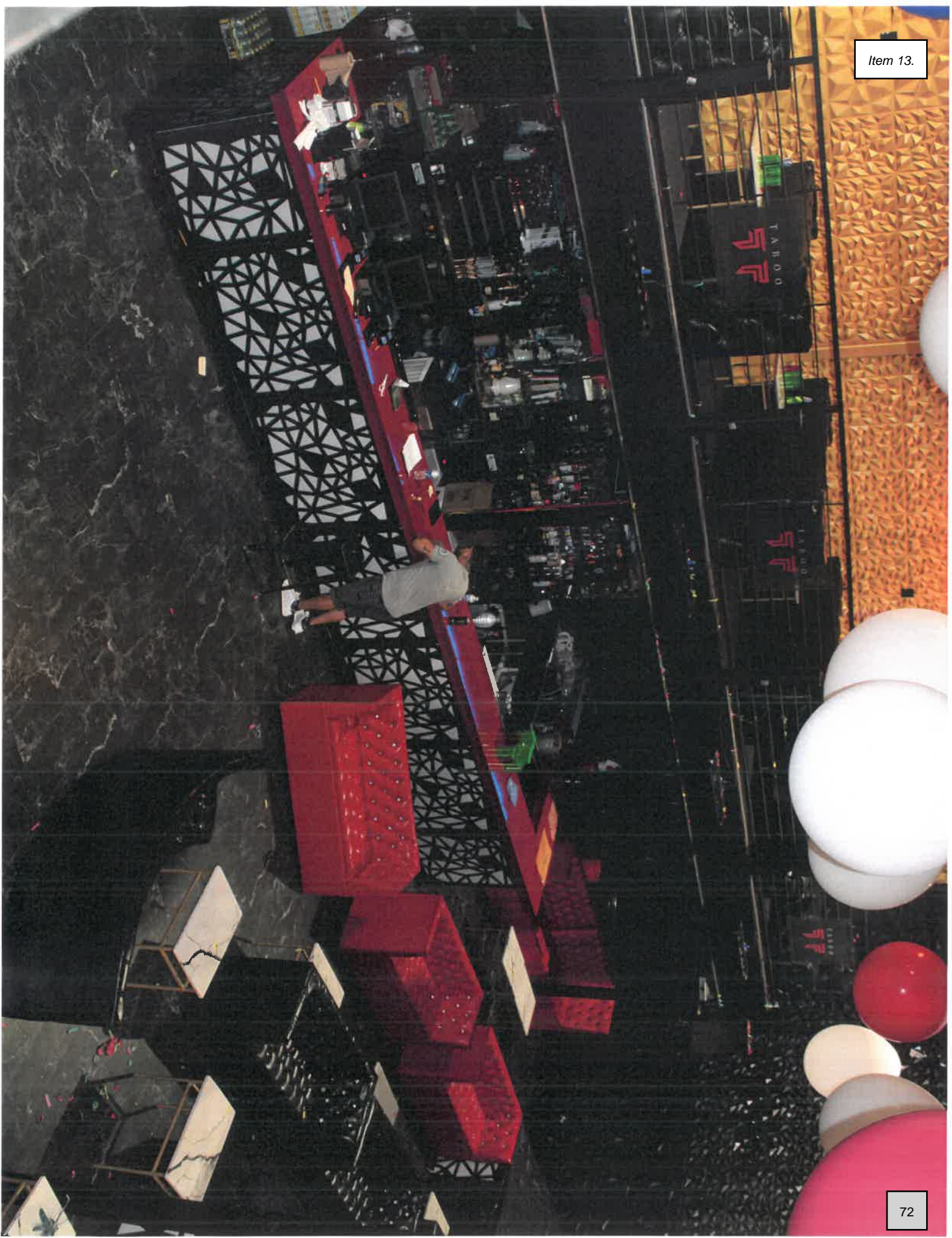
SHARY RD. (F.M. 494)

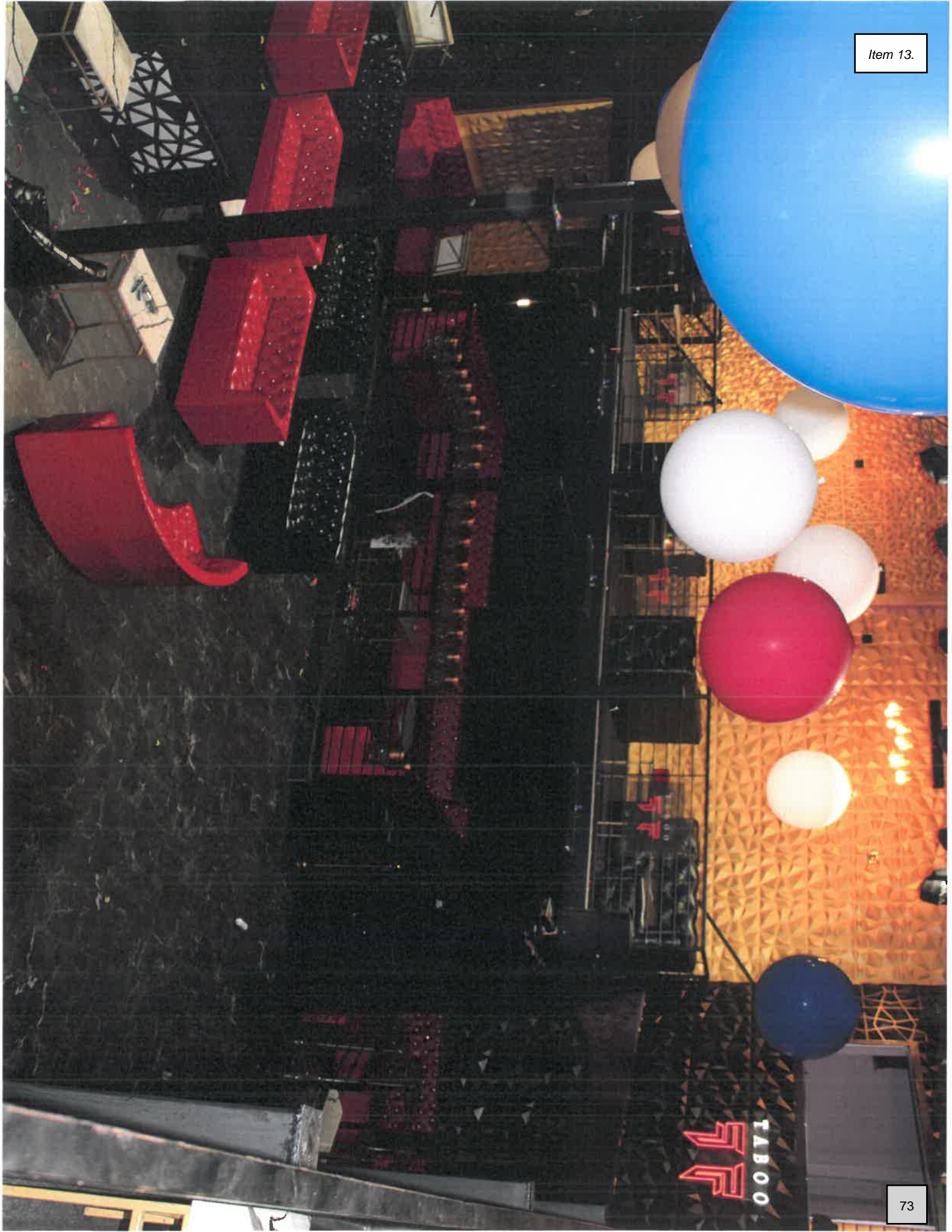


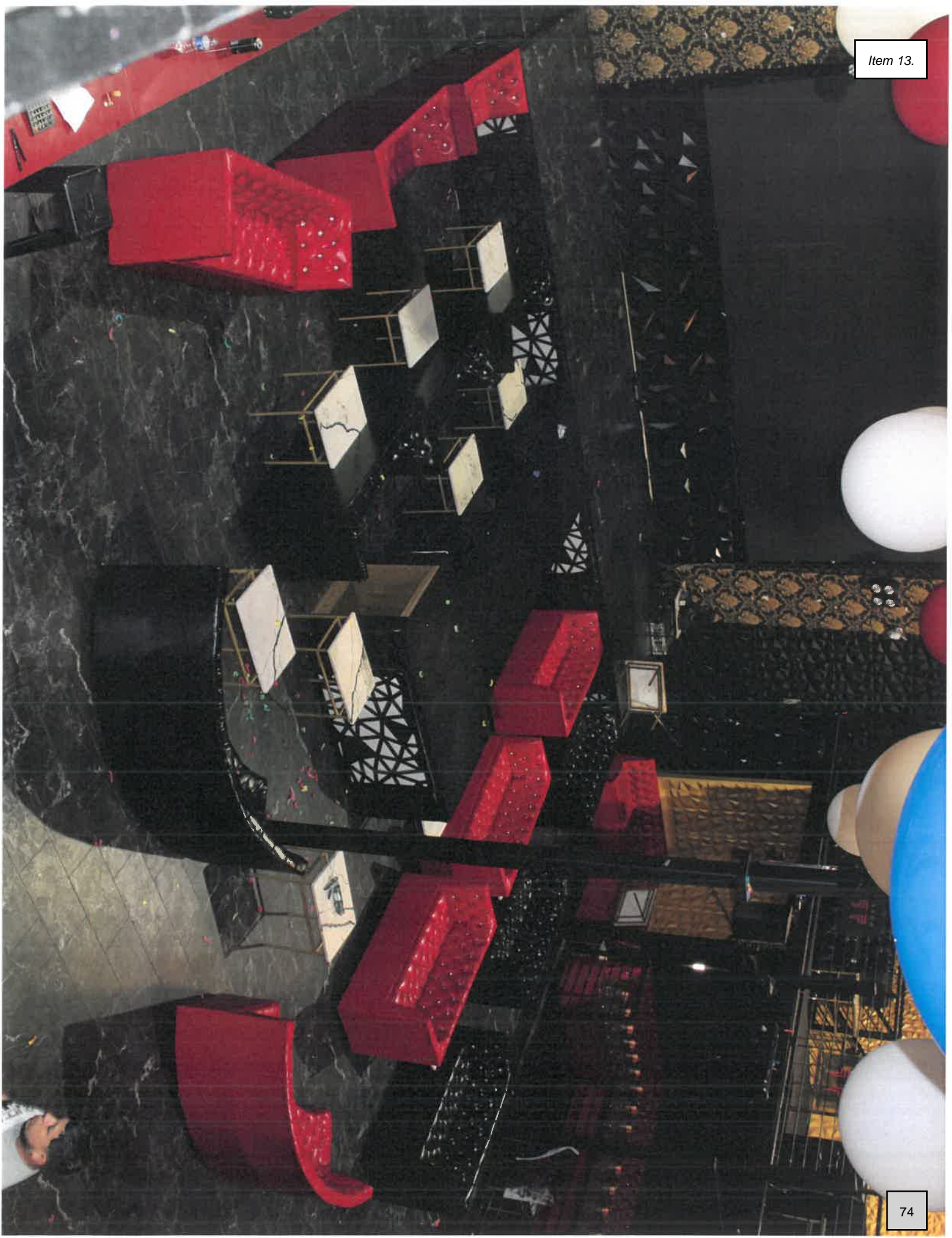
LOCATION SITE

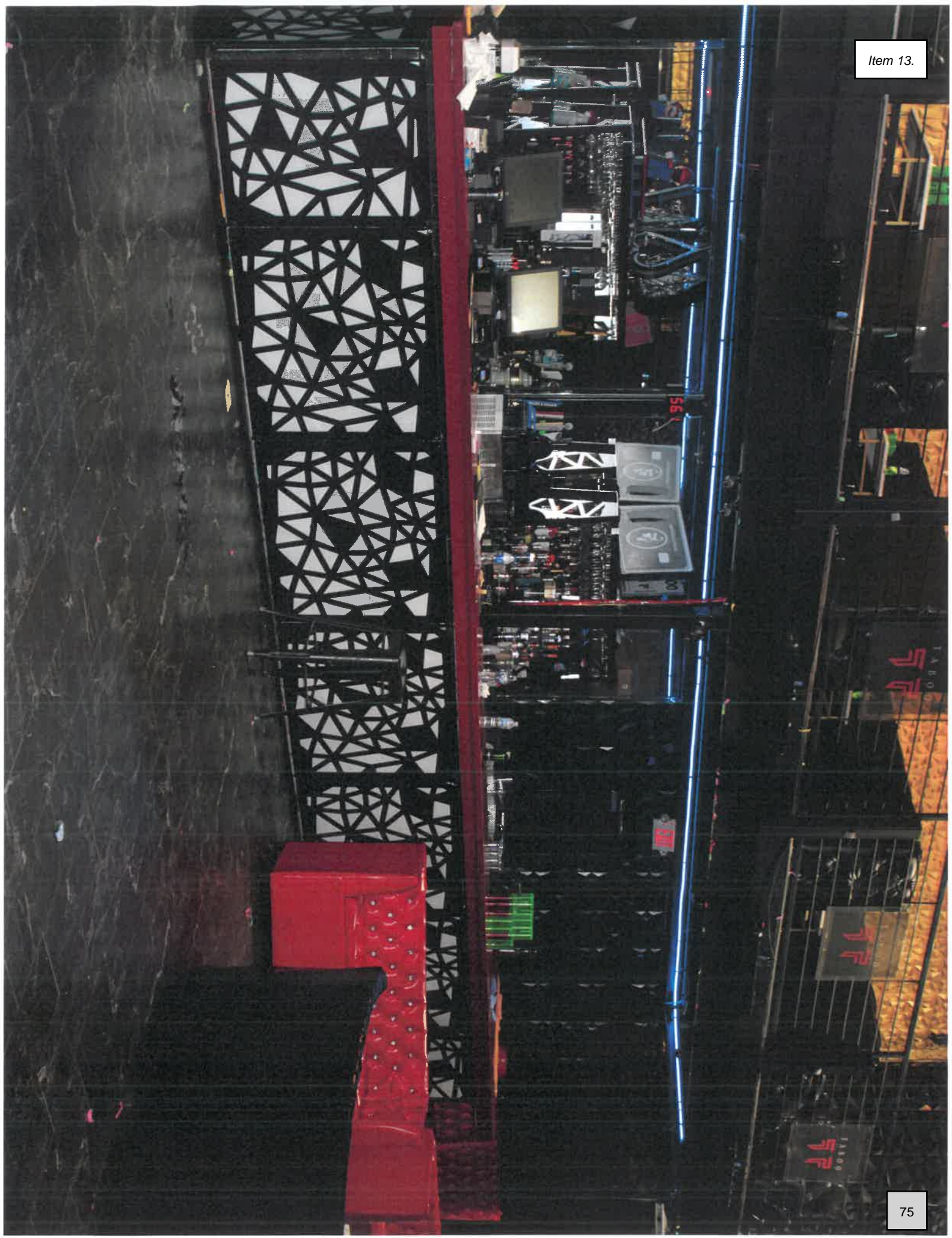
Texas Parks & Wildlife Dept. HIDE GERMING INCREMENT P. USGS. EIA USDA











[Back](#) [Export to Excel](#)

[Print Results](#)

Master File Id: 2100028288

Legacy CLP: MB1124300

License Type: MB

License Id: 107195199

Trade Name: TABOO BAR & GRILL

Owner: BGD INVESTMENT LLC

Location Address:	608 N SHARY	Mailing Address:	
	RD STE 9		
	INCLUDING STE		1001 TRAVIS ST
	10		MISSION , TX 785722037
	MISSION , TX		United States
	785728367		
	UNITED STATES		

County: Hidalgo **Original Issue Date:** 7/8/2021

License Status: Active **Current Issued Date:** 9/26/2023

Wine Percent:

Location Phone No.: **Status Change Date:** 9/26/2023

Gun Sign: RED

Expiration Date: 7/7/2025

Subordinates (list): LH

S2950-00-000-0205-09 (625924)
STATE OF TEXAS
PO BOX 1717
PHARR TX 78577

S2755-02-000-0087-00 (684493)
RIOS REYNOL & MARIA
515 SYCAMORE AVE
MISSION TX 78572

S2755-02-000-0088-00 (684504)
MARTINEZ ENRIQUE C & VERONICA M
601 SYCAMORE AVE
MISSION TX 78572

S2755-02-000-0089-00 (684505)
RODRIGUEZ ILEANA
603 SYCAMORE AVE
MISSION TX 78572

S2755-02-000-0090-00 (684506)
MARTINEZ ANNETTE
605 SYCAMORE AVE
MISSION TX 78572

S2755-02-000-0091-00 (684507)
GUERRERO NANCY GONZALEZ
607 SYCAMORE AVE
MISSION TX 78572

S2755-02-000-0092-00 (684508)
GONZALEZ ARMANDO F JR
1702 JONATHON DR
MISSION TX 78572

S2755-02-000-0093-00 (684509)
ESTRADA OMAR A
611 SYCAMORE AVE
MISSION TX 78572

S2755-02-000-0094-00 (684510)
WHLL LLC
808 S SHARY RD SUITE 5216
MISSION TX 78572

S2755-02-000-0095-00 (684511)
PALACIOS CARLOS AVILA
615 SYCAMORE AVE
MISSION TX 78572

S2755-02-000-0096-00 (684512)
AVILA CARLOS & SANDRA
701 SYCAMORE AVE
MISSION TX 78572

S2755-02-000-0097-00 (684513)
GUERRERO SELENE
703 SYCAMORE AVE
MISSION TX 78572

S2755-02-000-0098-00 (684514)
ZORILLA JORGE J REVILLA GUTIERREZ
705 SYCAMORE AVE
MISSION TX 78572

S2755-02-000-0099-00 (684515)
CASTILLO FRANCISCO JAVIER ALVARADO
707 SYCAMORE AVE
MISSION TX 78572

S2755-02-000-0139-00 (684555)
CISNEROS KRYSTAL NALLEY
2421 E 6TH AVE
MISSION TX 78572

S2755-02-000-0158-00 (684574)
CASTELLANOS SILVIA LUCERO LAM
2420 LEANNA DENAE AVE
MISSION TX 78572

S2755-02-000-0159-00 (684575)
NUNEZ JOSE ANTONIO OVIEDO
2421 LEANNE DENAE AVE
MISSION TX 78572

S2755-02-000-0178-00 (684594)
PENA ALEJANDRO TREVINO
REINA A LOPEZ-BAZAN
2420 E 7TH AVE
MISSION TX 78572

S2755-02-000-0179-00 (684595)
ZHENG DA MEI
2421 E 7TH AVE
MISSION TX 78572

S2950-00-000-0204-45 (685429)
LERMA MIGUEL & LOURDES
2426 E 21ST
MISSION TX 78572

F1520-00-000-0001-00 (20827570)
NEW MILLENNIUM L INVESTMENTS INC
711 W NOLANA 104-A
MCALLEN TX 78504

E6640-00-000-0001-00 (960387)
YAMELS LLC
2000 WESTMINSTER CIR
BROWNSVILLE TX 78521

S7682-00-000-0001-00 (818962)
J & M VALLEY INVESTMENT LLC
710 N SHARY RD
MISSION TX 78572

P8328-00-000-0001-00 (1070342)
FLORES NORMA YOLANDA
4410 SIERRA DRIVE
PALMHURST TX 78573

A2360-00-000-0001-00 (1238655)
PRO HOME INVESTMENTS LLC
200 S 10TH ST STE 1601-A
MCALLEN TX 78501

M4725-00-000-001A-00 (1308162)
AURIEL INVESTMENTS LLC
1200 AUBURN AVE STE 250
MCALLEN TX 78504-1403

A2360-00-000-0001-05 (1471062)
PRO HOME INVESTMENTS LLC
200 S 10TH ST STE 1601-A
MCALLEN TX 78501

S2580-01-000-0001-00 (1561200)
BRADEN & TREYTON HOLDINGS LTD
605 W JAVELINA DR
PHARR, TX 78577-9470



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: September 9, 2024
PRESENTED BY: Anna Carrillo, City Secretary
AGENDA ITEM: Approval of Minutes – Carrillo
 Regular Meeting – August 26, 2024
 Special Meeting – September 3, 2024

NATURE OF REQUEST:

See Attached Minutes

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *MRP*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____



MINUTES

PRESENT:

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

ABSENT:

ALSO PRESENT:

Brenda Enriquez
Esther Salinas
Angela Roja
Hector & Bianca Martinez
Sylvia Alvarez
Margarita Ranger
Elizabeth Chapa
Alma Maldonado
Karina
Jennifer Vasquez
Genoveva Muñoz
Sharon Ellison
Ben D. Olivarez
Valeria Garcia
Elio Garza
Lourdes Lerma
Ramon Sotelo
Juan Chapa
Valeria Garcia
Noel Salinas

STAFF PRESENT:

David Flores, Asst. City Manager
Juan Pablo Terrazas, Asst. City Manager
Andy Garcia, Asst. City Manager
Adrian Garcia, Fire Chief
Michael Elizalde, Exec. Dir. Of Grants & Strategic Dev.
Vidal Roman, Finance Director
Alex Hernandez, Assistant Planning Director
Noemi Munguia, HR Director
Robert Hinojosa, Director of Organizational Dev.
Abram Ramirez, IT Director
Michael Fernuik, Golf Course Director
Cesar Torres, Chief of Police
Yenni Espinoza, Library Director
Brad Bentsen, Parks & Recreation Director
Kenia Gomez, Media Relations Director
Roel Mendiola, Sanitation Director
Jose Luis Silva, Internal Auditor
Gabriel Ramirez, Planning Department
Juan Carranco, Police Officer

REGULAR MEETING

CALL TO ORDER AND ESTABLISH QUORUM

With a quorum being present, Mayor Norie Gonzalez Garza called the meeting to order at 4:46 p.m.

INVOCATION AND PLEDGE ALLEGIANCE

Councilman Alberto Vela led the invocation and Pledge of Allegiance.

DISCLOSURE OF CONFLICT OF INTEREST

None

PRESENTATIONS**1. Proclamation - Childhood Cancer Awareness Month – Tijerina**

Councilwoman Jessica Ortega moved to approve the Proclamation – Childhood Cancer Awareness Month. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

2. Presentation by Keep Mission Beautiful Committee – Mendiola

Roel Mendiola, Sanitation Director, updated the council on Keep Mission Beautiful. Mr. Mendiola highlighted all of the events that Keep Mission Beautiful had put together so far in 2024. He also went over a grant that was awarded to his department that would assist in promoting recycling. A tentative list of events for the remainder of the year, and next year, were discussed as well. Mario Cantu, Chairman of the Keep Mission Beautiful Committee, expressed his excitement for upcoming projects and thanked the Mayor and City Council for their support.

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

Jennifer Vasquez, Executive Director for the Rio Grande Valley Humane Society, gave an update on the current operations for the Animal Shelter. For the month of July, the shelter had a save rate of 89.5%. There was a total intake of 206 animals including both dogs and cats, 83 animals were adopted, 78 were transferred and five were euthanized. Ms. Vasquez stated that they were able to attend the Best Friends National Conference and had applied for grant funding. They also conducted a team building exercise with the city's Health Department Direct and staff. Over the weekend, they held a vaccination clinic in which 275 were vaccinated and would be hosting another one for this coming Saturday.

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

Brenda Enriquez, Greater Mission Chamber of Commerce President, spoke about upcoming events such as: UTRGV SBDC: Introduction to Employee Handbooks Webinar on August 28th, Ribbon Cutting: Jo-Nic Bloom Studio on August 29th, Ribbon Cutting: ExtraSpace Storage August 30th, Ribbon Cutting: Taylor Road Phase 1 on September 12th, Texas Regional Bank 10th Anniversary Celebration on September 12th, Ribbon Cutting: Clear Ice on September 13th, Lunch & Learn: Deconstructing Social Engineering Scams and Shoring your Cyber Defenses on September 18th, Discover Mission Bentsen State Park Showcase on September 21st, Chamber Champion Ambassador Meeting on September 25th and the Annual Member Awards Banquet on October 3rd.

5. Speer Memorial Library 2024 Summer Reading Program Top Readers – Espinoza

Yenni Espinoza, Speer Memorial Library Director, recognized the library's 2024 Summer Reading Program Top Readers. Ms. Espinoza named each of the top readers by elementary grade level, the teen division and the adult division. These individuals spent their summer reading books from the Speer Memorial Library and participated in their Summer Reading Program.

6. Departmental Reports – Perez

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

7. Citizen's Participation – Garza

None

PUBLIC HEARING

8. Public Hearing on FY 2024-2025 Preliminary Budget – Perez

The City's preliminary budget for FY 2024-2025 has been made available to the public for review at the City Secretary's office, Speer Memorial Library and on the City's website as required.

This is the opportunity for citizens to speak on the preliminary budget

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

There were no comments.

Councilwoman Ortega wanted to commend the staff for working diligently on the budget.

Mayor Garza closed the public hearing.

PLANNING & ZONING RECOMMENDATIONS

9. Rezoning: A 4.50 acre tract of land, more or less, carved out of the South ½ of the East 10 acres of the North 20 acres of Lot 29-4, West Addition to Sharyland from (C-1) Office Building to (R-2) Duplex-Fourplex Residential, Redline Development, LLC, and Adoption of Ordinance#5533- De Luna

On August 21, 2024, the Planning and Zoning Commission held a Public Hearing to consider the rezoning request. The subject site was located approximately 640' North of W. Mile 2 Road on the West side of N. Trosper Road. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

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

Emitio Salinas, with Redline Development, stated that they were requesting the rezoning to build some nice apartments in the area. There are already some other duplex, fourplexes in the area.

Mayor Pro Tem Plata moved to approve the Rezoning: A 4.50 acre tract of land, more or less, carved out of the South ½ of the East 10 acres of the North 20 acres of Lot 29-4, West Addition to Sharyland from (C-1) Office Building to (R-2) Duplex-Fourplex Residential, Redline Development, LLC, and Adoption of Ordinance#5533. Motion was seconded by Councilman Vela and approved unanimously 5-0.

ORDINANCE NO. 5533

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A REZONING A 4.50 ACRE TRACT OF LAND, MORE OR LESS, CARVED OUT OF
THE SOUTH ½ OF THE EAST 10 ACRES OF THE NORTH 20 ACRES OF LOT 29-4, WEST
ADDITION TO SHARYLAND, (C-1) OFFICE BUILDING TO (R-2) DUPLEX-FOURPLEX
RESIDENTIAL

10. Rezoning: All of Lot 7, Block 91, Mission Original Townsite from (R-1) Single Family Residential to (C-3) General Business, BDSO, LLC, and Adoption of Ordinance#5534 - De Luna

On August 21, 2024, the Planning and Zoning Commission held a Public Hearing to consider the rezoning request. The subject site was located at the Northwest corner of Doherty Avenue and E. Rafael Ramirez Street. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

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

Ben Olivarez, owner of the property, was requesting that it be rezoned from residential to commercial. The building had always been used for commercial purpose and he was unaware that it had been rezoned to residential. He would appreciate the rezoning in order to sell the property as commercial.

Mayor Pro Tem Plata moved to approve the Rezoning: All of Lot 7, Block 91, Mission Original Townsite from (R-1) Single Family Residential to (C-3) General Business, BDSO, LLC, and Adoption of Ordinance#5534 -. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

ORDINANCE NO. 5534

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A REZONING ALL OF LOT 7, BLOCK 91, MISSION ORIGINAL TOWNSITE, (R-1)
SINGLE FAMILY RESIDENTIAL TO (C-3) GENERAL BUSINESS

11. Rezoning: 1.17 acres of land out of the South 6.89 acres of the South 13.78 acres of that part of Lot 23-3, lying South and West of the Mission Main Canal, West Addition to Sharyland from (AO-I) Agricultural Open Interim to (R-1) Single Family Residential, Claudia Veronica Cardenas Mora, and Adoption of Ordinance#5535 - De Luna

On August 21, 2024, the Planning and Zoning Commission held a Public Hearing to consider the rezoning request. The subject site was approximately 336' North of Fincher Street on the East side of N. Los Ebanos Road. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

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

There were no comments.

Councilman Vela moved to approve the Rezoning: 1.17 acres of land out of the South 6.89 acres of the South 13.78 acres of that part of Lot 23-3, lying South and West of the Mission Main Canal, West Addition to Sharyland from (AO-I) Agricultural Open Interim to (R-1) Single Family Residential, Claudia Veronica Cardenas Mora, and Adoption of Ordinance#5535. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

ORDINANCE NO. 5535

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A REZONING 1.17 ACRES OF LAND OUT OF THE SOUTH 6.89 ACRES OF THE
SOUTH 13.78 ACRES OF THAT PART OF LOT 23-3, LYING SOUTH AND WEST OF THE
MISSION MAIN CANAL, WEST ADDITION TO SHARYLAND, (AO-I) AGRICULTURAL OPEN
INTERIM TO (R-1) SINGLE FAMILY RESIDENTIAL

12. Conditional Use Permit: Mobile Food Truck – El Muñeco, 2509 Colorado Street, Ste. 205, being Lot 1, Block 2, Santa Lucia Development, C-3, Juan Chapa, Adoption of Ordinance #5536 - De Luna

On August 21, 2024 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site was located near the NW corner of Colorado and

Taylor Road along the north side of Colorado Street There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

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

There were no comments.

Mayor Pro Tem Plata moved to approve the Conditional Use Permit: Mobile Food Truck – El Muñeco, 2509 Colorado Street, Ste. 205, being Lot 1, Block 2, Santa Lucia Development, C-3, Juan Chapa, Adoption of Ordinance #5536. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

ORDINANCE NO. 5536

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A CONDITIONAL USE PERMIT FOR A MOBILE FOOD TRUCK –
EL MUÑECO, 2509 COLORADO STREET, STE. 205, LOT 1, BLOCK 2,
SANTA LUCIA DEVELOPMENT

13. Conditional Use Permit: Sale & On-Site Consumption of Alcoholic Beverages – Moon Restaurant Mixology, 1603 E. Griffin Parkway, Lot 11, Block 3, Shary Gardens Subdivision, C-3, American Restaurants, LLC c/o Lourdes Lerma, Adoption of Ordinance #5537 - De Luna

On August 21, 2024 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site was located near the NW corner of Garden View Drive and Griffin Parkway (F.M. 495). There was public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

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

Sharon Ellison, 1604 E. 23rd ½ Street, was in opposition of this request. She did not agree with the hours of operation and suggested that midnight would be a more appropriate closing time. Ms. Ellison believed that this was going to have more of a bar atmosphere and did not want for them to have live or acoustic music. She was also upset because they had been working on the restaurant for six months now without being able to complete it.

Roberto Delgado, 2204 Stonegate, asked the council for the opportunity to create and bring this restaurant to Mission. His plan was to create a nice, family atmosphere. Mr. Delgado stated that people had to drive to McAllen or other cities to find places like this. He stated he had listened to Ms. Ellison's concerns and was willing to work with the city to make necessary accommodations on the hours of operations and abide by the noise ordinance.

At 5:29 p.m., Councilwoman Ortega moved to convene into Executive Session to discuss a legal question regarding this item. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

Upon conclusion of Executive Session for this item at 5:41 p.m., Mayor Pro Tem Plata moved to reconvene the regular meeting. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

Councilwoman Ortega moved to approve the Conditional Use Permit: Sale & On-Site Consumption of Alcoholic Beverages – Moon Restaurant Mixology, 1603 E. Griffin Parkway, Lot

11, Block 3, Shary Gardens Subdivision, C-3, American Restaurants, LLC c/o Lourdes Lerma, Adoption of Ordinance #5537 with the condition that they only stay open until midnight and allowing live or acoustic music so long as they abide to the noise ordinance. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

ORDINANCE NO. 5536

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A CONDITIONAL USE PERMIT FOR THE SALE & ON-SITE CONSUMPTION OF
ALCOHOLIC BEVERAGES – MOON RESTAURANT MIXOLOGY, 1603 E. GRIFFIN PARKWAY, LOT
11, BLOCK 3, SHARY GARDENS SUBDIVISION

CONSENT AGENDA

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

14. Approval of Minutes – Carrillo

Regular Meeting – August 12, 2024

Special Meeting – August 19, 2024

15. Acknowledge Receipt of Minutes – Perez

Shary Golf Advisory Board – June 5, 2024

Planning and Zoning Commission – March 13, April 3, April 17, May 1, May 15, June 19, 2024

Zoning Board of Adjustments – April 24, May 29, June 26, 2024

16. Approval of Resolution #1916 Regarding Waterline Access Agreement with Sharyland Water Supply within City of Mission's ETJ for Comarex, LLC – La Villitas Estates No. 3 Subdivision – De Luna

The proposed La Villitas Estates No. 3 Subdivision was a 9.37 Acre Tract of land out of Lot 45-3 West Addition to Sharyland within the service area of the Sharyland Water Supply Corporation and within the City of Mission's ETJ.

Sharyland Water Supply Corporation had 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 was allowed.

RESOLUTION NO. 1916

A RESOLUTION OF THE CITY OF MISSION, TEXAS TO APPROVE A WATERLINE ACCESS
AGREEMENT BETWEEN THE SHARYLAND WATER SUPPLY CORPORATION, AND
COMAREX, LLC – LA VILLITAS ESTATES NO. 3 SUBDIVISION

17. Authorization to solicit bids for construction of a water well at Shary Municipal Golf Course - Fernuik

Staff was seeking authorization to solicit bids for all materials, supplies, equipment, tools, services, labor and supervision necessary to complete construction of a water well at Shary Municipal Golf Course. The well would be utilized to provide a secondary source of water to supplement and offset the usage of United Irrigation District water, thereby providing a more sustainable water supply for the course. Preliminary assessments had already been conducted on nearby wells and it had been determined that an estimated depth of 400-450 ft may be necessary to acquire a viable water supply. The cost of a well in this depth range would be approximately \$150,000 based on initial assessments. The Mission Economic Development Corporation (MEDC) had agreed to provide approximately \$250,000 in funding for the golf course in their 24/25 budget which would be used to fund the completion of this water well.

18. Authorization to Purchase Litter Receptacles for the All-Inclusive Lions Park from Park Place Recreation Designs via BuyBoard Contract #679-22 – Bentsen

Staff was seeking authorization to purchase Litter Receptacles for Lions Park from Park Place Recreation Designs, via a State approved Buy Board Vendor # 679-22 at a delivered cost of \$46,206.00.

19. Approval to Solicit Bids for Purchase and Installation Golf Ball Protective Netting for the All-Inclusive Lions Park – Bentsen

Staff was seeking approval to solicit bids for the purchase and installation of golf ball protective netting for the protection of Lions Park All Inclusive Playground, Splash Pad and picnic areas. Proposed area to cover is 650 linear feet by 30 feet in height. Estimated cost was \$60,000.00.

20. Approval of Texas Woman's University School Of Occupational Therapy Doctoral Capstone Memorandum Of Understanding. – Espinoza

In conjunction with the Memorandum of Agreement, this Memorandum of Understanding specified the unique conditions, contributions, and outcomes of an occupational therapy doctoral student's Capstone Experience. This MOU is between Texas Woman's University School of Occupational Therapy Entry-Level Occupational Therapy Doctoral Program located at 5500 Southwestern Medical Ave, Dallas, TX, 75235 and City of Mission, Texas located at 1201 E 8th St, Mission, TX 78572. Community partners at the Capstone Agency agree to have the occupational therapy doctoral learner participate in the Capstone Agency's programming and services for the Student's capstone experience as a requirement for completion of their doctoral degree. This Capstone Experience would begin on 01/13/2025 and end on 04/19/2025.

21. Authorization to allow the purchase of a firearm by Honorably Retired Peace Officer, Robert Rodriguez for the Mission Police Department, in accordance with Texas Government Code, Section 614.051- Torres

Honorably Retired Peace Officer, Robert Rodriguez had requested to purchase his Glock 17/Generation 4, 9mm service weapon, serial # BACG-561 from the Mission Police Department.

22. Approval of Resolution # 1917 authorizing the acceptance of the FY22 Flood Mitigation Assistance Grant administered by TWDB in the amount of \$320,000 – Elizalde

Approval of resolution authorizing the acceptance of a the FY22 Flood Mitigation Assistance Grant administered by the Texas Water Development Board (TWDB). The purpose of this program was to reduce or eliminate the long-term risk of flood damage to repetitive loss (RL) and severe repetitive loss (SRL) structures that are insured under the National Flood Insurance Program (NFIP). This program also sought to reduce or eliminate the dependence on taxpayer-funded federal disaster assistance for disaster recovery. The city's proposed project included technical

assistance for final design and benefit cost analysis for drainage improvement projects. The total project award was \$320,000 which would require a 10% cost match in the amount of \$32,000 and would be supported by the city's FY24-25 CDBG allocation.

RESOLUTION NO. 1917

NOW THEREFORE, BE IT RESOLVED THAT THE CITY OF MISSION APPROVES ACCEPTANCE OF THE GRANT SUB-APPLICATION, DESIGNATES AND COMMITS TO PROVIDE APPLICABLE LOCAL MATCHING FUNDS FOR THE CITY OF MISSION SPIKES

23. Authorization to enter into a Contract with Insignia Software Corporation for the implementation of the Insignia Library System With Speer Memorial Library – Espinoza

This contract was made between Insignia Software Corporation, an Alberta corporation with its principal place of business at #204 1074 103A Street, Edmonton, AB, T6W 2P6, and Speer Memorial Library. Insignia had developed a library automation system and related software provided by Insignia consisting of hardware and software and related services, and the Speer Memorial Library intended to license such hardware, software, and related services at its location.

24. Authorization to Execute First One-Year Renewal Option for Stop Loss Insurance – Munguia

In 2023 the City of Mission entered into a contractual agreement for Stop Loss Insurance with BCBS. The contract term was for one (1) year with four (4) renewal/extension options. Stop Loss is used to cap any excess costs exceeding our specific deductible for medical and prescription costs. Staff is seeking authorization to execute first one-year renewal option with BlueCross BlueShield

Mayor Pro Tem Plata asked to remove item 18 from the list and be discussed individually.

Mayor Pro Tem Plata moved to approve all consent agenda items 14 thru 17 and 19 thru 24 as presented. Motion was seconded by Councilman Vela and approved unanimously 5-0.

Mayor Pro Tem Plata asked to see a photograph of the litter receptacles that would be purchased.

Mayor Pro Tem Plata move to approve item 18. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

APPROVALS AND AUTHORIZATIONS

25. Approval of Ordinance # 5537 of The City Council of The City of Mission, Texas, Amending Section 114-202, Styled Drought Contingency and Water Conservation Plan, of its Code of Ordinances to incorporate the changes Satisfying the Revised Requirements of Chapter 288 of Title 30 of The Texas Administrative Code (TAC) – D. Flores

The Texas Commission on Environmental Quality (TCEQ) mandated municipal water suppliers to meet all the minimum requirements under TCEQ rules, Title 30 Texas Administrative Code (TAC) Chapter 288; specific; a revision to the Drought Contingency and Water Conservation Plan every five years. The revision included updates in current data such as current water plant capacities, public outreach, drought stage updates, and set water loss goals. Quadrangle division line would remain the same at Bryan Rd. and Bus 83 when a criterion for initiation of drought response Stage is triggered. The basic goal of the plan was to ensure an uninterrupted supply of available water into an amount sufficient to satisfy essential human needs.

Staff and City Manager recommended approval.

Councilwoman Ortega moved to approve Ordinance # 5537 of The City Council of The City of Mission, Texas, Amending Section 114-202, Styled Drought Contingency and Water Conservation Plan, of its Code of Ordinances to incorporate the changes Satisfying the Revised Requirements of Chapter 288 of Title 30 of The Texas Administrative Code (TAC). Motion was seconded by Councilman Vela and approved unanimously 5-0.

ORDINANCE NO. 5537

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AMENDING SECTION 114-202, STYLED DROUGHT CONTINGENCY AND WATER CONSERVATION PLAN, OF ITS CODE OF ORDINANCES TO INCORPORATE THE CHANGES SATISFYING THE REVISED REQUIREMENTS OF CHAPTER 288 OF TITLE 30 OF THE TEXAS ADMINSTRATIVE CODE (TAC); ESTABLISHING CRITERIA FOR THE INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES; ESTABLISHING RESTRICTIONS ON CERTAIN WATER USES; ESTABLISHING PENALTIES FOR THE VIOLATION OF AND PROVISIONS FOR ENFORCEMENT OF THESE RESTRICTIONS; ESTABLISHING PROCEDURES FOR GRANTING VARIANCES; AND PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE

26. Authorization to submit & accept the 2025 STEP Comprehensive Grant in the amount of \$37,000 from the Texas Department of Transportation – Torres

The Mission Police Department was requesting authorization to submit and accept the 2025 Comprehensive Grant from the Texas Department of Transportation. The total grant amount was \$46,417.02, which included a match of \$9,417.02 required by the City of Mission. TXDOT would award a total of \$37,000.00 in funds, which would be utilized for traffic enforcement purposes.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to submit & accept the 2025 STEP Comprehensive Grant in the amount of \$37,000 from the Texas Department of Transportation. Motion was seconded by Councilman Vela and approved unanimously 5-0.

27. Authorization to submit & accept the DWI Phlebotomy Program Grant from the Texas Department of Transportation in the amount of \$149,999.78 for the 2025 fiscal year – Torres

The Mission Police Department was requesting authorization to submit and accept the DWI Phlebotomy Program Grant from the Texas Department of Transportation for the 2025 fiscal year. The total grant amount was \$187,557.88, which included a match of \$37,558.10 required by the City of Mission.

TXDOT would award a total of \$149,999.78 in funds to house a registered nurse at the Mission Police Department and to purchase tablets to be placed in the jail section. Housing the registered nurse would facilitate the blood search warrant process during peak hours (7 pm to 3 am), and keep patrol officers from waiting at hospitals for long periods for blood draws. The registered nurse would be employed/contracted by the Mission Hospital, who would hold all liability (medical & legal). The tablets would allow officers to capture electronic signatures and collect digital information for blood search warrants.

TXDOT was accepting the match as an in-kind match, which would be fulfilled as follows: \$4,942.10 for (120) Administrative hours (including salary & fringe benefits), \$1,580.00 for the budgeted purchase of (200) blood tubes, \$11,036.00 paid towards the budgeted contractual services for

alcohol breath testing (relieve recent contract increase), \$12,600.00 costs for the building use and utilities, and \$7,400.00 in social media awareness/public safety announcements (see attached social media valuations). By matching with in-kind (totaling \$37,558.10), the City of Mission's cash match is zero. The grant period was from October 1st, 2024 to September 30th, 2025.

The City of Mission Police Department was the first in the state to be granted this opportunity due to our Drug Recognition Expert program and No-Refusal City status.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to submit & accept the DWI Phlebotomy Program Grant from the Texas Department of Transportation in the amount of \$149,999.78 for the 2025 fiscal year. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

28. Authorization to submit & accept the 2025 STEP CMV Grant in the amount of \$29,975.00 from the Texas Department of Transportation – Torres

The Mission Police Department was requesting authorization to submit and accept the 2025 CMV Grant from the Texas Department of Transportation. The total grant amount was \$37,789.41, which included a match of \$7,814.41 required by the City of Mission. TXDOT would award a total of \$29,975.00 in funds, which would be utilized for traffic enforcement purposes.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to submit & accept the 2025 STEP CMV Grant in the amount of \$29,975.00 from the Texas Department of Transportation. Motion was seconded by Councilman Vela and approved unanimously 5-0

29. Authorization to purchase (3) 2025 Polaris Ranger Crew XP 1000 Premium in the amount of \$72, 882.00 via TIPS contract #210907- Torres

The Mission Police Department was seeking authorization to purchase a 2025 Polaris Ranger Crew XP 1000 Premium from Boswell Elliff Ford LT Boswell LLC, via TIPS contract # 210907. The purchase cost amount was \$72,882.00. Grant funds from FY 2023 Stonegarden grant would be utilized for this purchase.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to authorize the purchase of (3) 2025 Polaris Ranger Crew XP 1000 Premium in the amount of \$72, 882.00 via TIPS contract #210907. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

30. Authorization to purchase via a sole source vendor, a total of two (2) Skycop Mobile Surveillance Trailers at a cost of \$153,300.00 – Torres

Authorization to purchase two (2) Skycop Mobile Surveillance Trailers from Skycop Incorporated at a cost of \$153,300.00 The two (2) Skycop Mobile Surveillance Trailers would be utilized by our department to monitor heavily populated commercial/residential areas. These two (2) Skycop Mobile Surveillance Trailers would assist with deterring all burglary of vehicles, auto thefts, and any other common crimes in our heavily populated commercial/residential areas.

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

Staff and City Manager recommended approval.

Councilwoman Ortega moved to authorize the purchase via a sole source vendor, a total of two (2) Skycop Mobile Surveillance Trailer. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

31. Authorization to extend Second and Final One-Year renewal option for Striping, Pavement Marking Services for Public Works Department – Bocanegra

Seeking authorization to exercise the Second & Final One-Year Renewal with Valley Striping Corp.; this was the second of two renewal options. The contract terms were One (1) year with the option to renew for 2 additional one-year renewals. Recommendation was based solely on estimated quantities and orders would be placed on an as needed basis. The original Price would be maintained. This agreement would extend Bid No. 22-520-08-22 from September 21, 2024 thru September 20, 2025.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to extend Second and Final One-Year renewal option for Striping, Pavement Marking Services for Public Works Department. Motion was seconded by Councilman Vela and approved unanimously 5-0.

32. Authorization to extend Second and Final One-Year renewal option for Sealcoat Pavement Services for Public Works Department – Bocanegra

Seeking authorization to exercise the Second & Final One-Year Renewal with Valley Striping Corp.; this was the second of two renewal options. The contract terms were One (1) year with the option to renew for 2 additional one-year renewals. Recommendation was based solely on estimated quantities and orders would be placed on an as needed basis. The original Price would be maintained. This agreement would extend Bid No. 22-519-08-22 from September 21, 2024 thru September 20, 2025.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to extend Second and Final One-Year renewal option for Sealcoat Pavement Services for Public Works Department. Motion was seconded by Councilman Vela and approved unanimously 5-0.

33. Homestead Exemption Variance: .28 acres more or less, out of Lot 192, John H. Shary Subdivision, 310 Union Street, R-1, Valeria Garcia, - De Luna

On August 21, 2024, the Planning and Zoning Commission held a Public Hearing to consider the Homestead Exemption Variance. The subject site was located approximately 360' North of E. 2 ½ Street along the East side of Union Street. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

Councilman Vela moved to approve the Homestead Exemption Variance: .28 acres more or less, out of Lot 192, John H. Shary Subdivision, 310 Union Street, R-1, Valeria Garcia. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

34. Consider a Variance request to allow an installation of septic tank at 3101 S. Conway Avenue, out of Lot 10-7, West Addition to Sharyland Subdivision, as requested by Windfield Communities - De Luna

On August 21, 2024 the Planning and Zoning Commission held a Public Hearing to consider the variance request to allow an installation of a septic tank. The subject site was located on the Northeast corner of S. Conway & future Los Indios Parkway.

On August 9, 2024 staff received a letter from Pablo Martinez, Vice President of Winfield Communities requesting the installation of a septic system at 3101 S. Conway Avenue. The site was previously serviced by an existing OSSF system that was outdated and out of service. Currently, the Milagro Subdivision was under construction and would be available to extend utilities to this location. The structure would serve as a sales and construction office for personnel use as the project develops up until the said lot would need to be cleared for new vertical construction. The building was classified as a temporary sales office for the sale of lots which was considered a permitted use per Article VIII – Use Districts and Conditional Uses.

There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved approve the Variance request to allow an installation of septic tank at 3101 S. Conway Avenue, out of Lot 10-7, West Addition to Sharyland Subdivision, as requested by Windfield Communities. Motion was seconded by Councilman Vela and approved unanimously 5-0.

35. Preliminary Plat Approval: Retama Phase VI Subdivision (Private), 9.173 acres being out of Lot 14, Del Monte Irrigation Co. Subdivision, PUD (R-1), Developer: Rhodes Development, Inc., Engineer: Melden & Hunt, Inc. - De Luna

On August 21, 2024, the Planning and Zoning Commission held a Public Hearing to consider the Preliminary & Final Plat Approval for Retama Phase VI Subdivision. The subject site was located on the SE corner of Bentsen Palm Drive and Military Parkway East. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

Mayor Garza inquired about the collection of water rights and whether they had been dedicated already. Alex Hernandez, Assistant Planning Director, stated they had not dedicated the rights yet, but they had been made aware to do so already.

Mayor Garza stated that this item had already been seen by council in December and by Planning & Zoning in January and was inquiring as to why it was coming back.

Mr. Hernandez stated that they had added additional lots to the subdivision which is why the item needed to be reviewed again.

Councilman Vela moved to approve the Preliminary Plat: Retama Phase VI Subdivision (Private), 9.173 acres being out of Lot 14, Del Monte Irrigation Co. Subdivision, PUD (R-1), Developer: Rhodes Development, Inc., Engineer: Melden & Hunt, Inc. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

36. Board Appointment – Planning and Zoning Commission – Carrillo

Planning and Zoning Board – Appoint Irene B. Thompson to the vacant position due to the resignation of Jasen Hardison term to expire 12/31/2026.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to appoint Irene B. Thompson to the Planning and Zoning Commission. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

37. Discussion and action on proposed 2024 Tax Rate, Take Record Vote and Schedule Public Hearing for September 9, 2024 – Roman

In accordance with the Texas Property Tax, Code City Council must propose a tax rate for the City of Mission and publish "Notice of Property Tax Rates," by September 1st. This notice provided information about tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. If the proposed tax rate exceeds the no-new-revenue tax rate but does not exceed the voter-approval tax rate, one public hearing was required before the adoption of the tax rate.

The calculated no new revenue tax rate is \$0.5074 per \$100 valuation

The calculated voter approved tax rate not adjusted for unused increment rate is \$0.5362 per \$100 valuation

The calculated voter approved tax rate adjusted for unused increment rate is \$0.5362 per \$100 valuation

The current tax rate is \$0.5276 per \$100 valuation

Public Hearing is to be scheduled: September 9, 2024

Staff and City Manager recommended approval.

Mr. Vidal Roman, advised City Council that they would have vote on two rates, the Maintenance and Operation Rate and the Debt Service Rate.

The City Council proposed the tax rate of \$0.5362 per \$100 valuation.

Vidal Roman, advised City Council that they would have to vote on two rates, the Maintenance and Operation Rate and the Debt Service Rate.

Mayor Pro Tem Plata moved to Take Record Vote for the Debt Service Rate at .0757 and Schedule a Public Hearing for September 9, 2024. Motion was seconded by Councilman Vela and approved as follows: Councilwoman Ortega – Nay, Mayor Pro Tem Plata – Aye, Mayor Norie Garza – Aye, Councilwoman Gerlach – Aye, and Councilman Vela – Aye. Motion was approved 4-1, with Councilwoman Ortega voting against.

Mayor Pro Tem Plata moved to Take Record Vote for the Maintenance and Operation tax rate at .4605 and Schedule a Public Hearing for September 9, 2024. Motion was seconded by Councilman Vela and approved as follows: Councilwoman Ortega – Nay, Mayor Pro Tem Plata – Aye, Mayor Norie Garza – Aye, Councilwoman Gerlach – Aye, and Councilman Vela – Aye. Motion was approved 4-1, with Councilwoman Ortega voting against.

UNFINISHED BUSINESS

38. TABLED 08/12/2024: Conditional Use Permit: Drive-Thru Service Windows & The Sale & On-Site Consumption of Alcoholic Beverages – La Palma Azul, 3501 N. Conway, Ste. 1, Lot 2, IHOP on Conway Subdivision, C-3, Elio C. Garza, Adoption of Ordinance #5538 and Wet Zone Ordinance #5539 - De Luna

On August 7, 2024 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site was located approximately 1,355' north of mile 2 Road along the west side of Conway Avenue. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

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

Mayor Garza asked about the hours of operation for this business to which Mr. Hernandez stated they were proposing Saturday thru Monday from 11am to 10pm and Sunday from 11am to 8pm.

Mike Perez, City Manager, stated that he would like for the P&Z Board to review the TABC guidelines for businesses of this sort so that our city ordinances would be better aligned to their rules.

Mayor Pro Tem Plata stated that he would feel more comfortable if this was reviewed more often rather than after two years.

Mayor Pro Tem Plata moved to approve the Conditional Use Permit: Drive-Thru Service Windows & The Sale & On-Site Consumption of Alcoholic Beverages – La Palma Azul, 3501 N. Conway, Ste. 1, Lot 2, IHOP on Conway Subdivision, C-3, Elio C. Garza, Adoption of Ordinance #5538 and Wet Zone Ordinance #5539 with the condition that the CUP be re-evaluated after six months and that they provide their TABC sales reports. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

ORDINANCE NO. 5538

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT FOR DRIVE-THRU SERVICE WINDOWS & SALE & ON-SITE CONSUMPTION OF ALCOHOLIC BEVERAGES – LA PALMA AZUL, 3501 N. CONWAY AVENUE, STE. 1, LOT 2, IHOP ON CONWAY SUBDIVISION

ORDINANCE NO. 5539

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS AMENDING ORDINANCE NO.780 DESIGNATING PLACES WHERE BEER AND OTHER ALCOHOLIC BEVERAGES MAY BE SOLD WITHIN THE CORPORATE LIMITS OF THE CITY OF MISSION TO INCLUDE THE PREMISES LOCATED AT 3501 N. CONWAY AVENUE, STE 1, LOT 2, IHOP ON CONWAY SUBDIVISION

39. TABLED 08/12/2024 - Preliminary & Final Plat Approval: Crystal Estates Subdivision IV, being a 14.71-acre parcel of land, out of Lot 27-1, West Addition to Sharyland, R-2, Developer: DG & GG Investments, LLC, Engineer: Ever Engineering, LLC - De Luna

On August 7, 2024 the Planning & Zoning Commission held a Public Hearing to consider the Preliminary & Final Plat Approval for Crystal Estates Subdivision IV. The subject site was located east of Inspiration Road approximately 1,400' south of W. 2 Mile Road. There was no public opposition during the P&Z Meeting. The Board unanimously recommended approval.

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

Mayor Pro Tem Plata moved for this item to be sent back to the Planning & Zoning Commission for review. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

ROUTINE MATTERS

City Manager Comments – National Night Out on August 29th at the Mission Event Center from 6pm – 9pm, Go For Gold Childhood Cancer Awareness Walk on September 8th at 6pm, Ribbon Cutting for Taylor Road Phase 1 on September 12th at 10am, City Hall would be closed on Monday, September 2nd in observance of Labor Day.

City Council Comments – Councilwoman Ortega wished everyone a nice Labor Day weekend. Councilwoman Gerlach asked everyone to stay safe and enjoy the extended Labor Day weekend.

Mayor's Comments – None

At 6:22 p.m., Mayor Pro Tem Plata moved to convene into Executive Session. Motion was seconded by Councilman Vela and approved unanimously 5-0.

Councilman Vela stepped out of the meeting at 7:26 p.m.

EXECUTIVE SESSION

Upon conclusion of Executive Session at 7:40 p.m., Mayor Pro Tem Plata moved to reconvene the regular meeting. Motion was seconded by Councilwoman Gerlach and approved unanimously 4-0.

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

No Action

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

No Action

3. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney) related to engaging Attorney Ed McCarthy to assist in legislative affairs.

No Action

ADJOURNMENT

At 7:41 p.m., Mayor Pro Tem Plata moved for adjournment. Motion was seconded by Councilwoman Gerlach and approved unanimously 4-0.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



MINUTES

PRESENT:

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

ABSENT:

Jessica Ortega, Councilwoman

ALSO PRESENT:

Matt Wilson
Noel Salinas
Mike Silva

STAFF PRESENT:

David Flores, Asst. City Manager
Juan Pablo Terrazas, Asst. City Manager
Vidal Roman, Finance Director
Ezeiza Garcia, Asst. Finance Director
Ruben Hernandez, Media Relations
Alex Fajardo, Media Relations

SPECIAL MEETING

CALL TO ORDER AND ESTABLISH QUORUM

With a quorum being present, Mayor Norie Gonzalez Garza called the meeting to order at 4:40 p.m.

DISCLOSURE OF CONFLICT OF INTEREST

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

CITIZEN'S PARTICIPATION

None

At 4:40 p.m., Mayor Pro Tem Ruben Plata moved to convene into Executive Session. Motion was seconded by Councilman Alberto Vela and approved unanimously 4-0.

EXECUTIVE SESSION

Upon conclusion of Executive Session at 5:34 p.m., Mayor Pro Tem Plata moved to reconvene the regular meeting. Motion was seconded by Councilwoman Gerlach and approved unanimously 4-0.

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

Mayor Pro Tem Plata moved to proceed as discussed in executive session related to Black Diamond Developers, LP and CCC Operations, LLC v City of Mission. Motion was seconded by Councilman Vela and approved unanimously 4-0.

Mayor Garza requested to recess the meeting until Wednesday, September 4 at 5:30 p.m. Meeting was recessed at 5:36 p.m.



**CITY COUNCIL SPECIAL MEETING
MISSION CITY HALL
SEPTEMBER 04, 2024 at 5:30 PM**

MINUTES

RECESSED - SPECIAL MEETING

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:

Mike Silva
Paul Villarreal, Tax Assessor Collector
Julio C. Espinosa, Property Tax Manager

STAFF PRESENT:

Juan Pablo Terrazas, Asst. City Manager
Andy Garcia, Asst. City Manager
Vidal Roman, Finance Director
Ezeiza Garcia, Asst. Finance Director
Alex Fajardo, Media Relations

SPECIAL MEETING

CALL TO ORDER AND ESTABLISH QUORUM

With a quorum being present, Mayor Norie Gonzalez Garza called the meeting to order at 5:43 p.m.

DISCLOSURE OF CONFLICT OF INTEREST

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

CITIZEN'S PARTICIPATION

None

AGENDA ITEMS

- 1. Rescind Tax Rate Vote taken on August 26, 2024 of \$0.5362 due to calculation error by the Hidalgo County Tax Office – Roman**

The Hidalgo County Tax Office had identified a calculation error in the tax rate adopted by the governing body on August 26, 2024. This error necessitated the rescission of the previously proposed tax rate to ensure accuracy and compliance with statutory requirements.

Paul Villarreal, Tax Assessor Collector advised the council that an error occurred with the VAR rate due to a software update.

Staff and City Manager recommended approval.

Councilman Alberto Vela moved to rescind Tax Rate Vote taken on August 26, 2024 of \$0.5362 due to calculation error by the Hidalgo County Tax Office. Motion was seconded by Mayor Pro Tem Ruben Plata and approved unanimously 5-0.

2. Discussion and action on proposed 2024 Tax Rate, Take Record Vote and Schedule Public Hearing for September 16, 2024 – Roman

In accordance with the Texas Property Tax, Code City Council must propose a tax rate for the City of Mission and publish "Notice of Property Tax Rates," by September 1st. This notice provided information about tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. If the proposed tax rate exceeds the no-new-revenue tax rate but does not exceed the voter-approval tax rate, one public hearing was required before the adoption of the tax rate.

The calculated no new revenue tax rate is \$0.5074 per \$100 valuation

The calculated voter approved tax rate not adjusted for unused increment rate is \$0.5362 per \$100 valuation

The calculated voter approved tax rate adjusted for unused increment rate is \$0.5580 per \$100 valuation

The current tax rate was \$0.5276 per \$100 valuation

Public Hearing was to be scheduled for September 16, 2024.

Staff and City Manager recommended approval.

The City Council proposed the tax rate of \$0.5580 per \$100 valuation.

Mayor Pro Tem Plata moved to propose the 2024 tax rate at 0.5580 and schedule a Public Hearing for September 16, 2024. Motion was seconded by Councilman Vela and approved as follows: Councilwoman Ortega – Aye Mayor Pro Tem Plata – Aye, Mayor Norie Garza – Aye, Councilwoman Gerlach – Aye, and Councilman Vela – Aye. Motion was approved 5-0.

At 5:59 p.m., Mayor Pro Tem Plata moved to convene into Executive Session. Motion was seconded by Councilman Vela and approved unanimously 5-0.

EXECUTIVE SESSION

Upon conclusion of Executive Session at 6:10 p.m., Councilman Vela 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 551.071 (Consultation with Attorney) related to Black Diamond Developers, LP and CCC Operations, LLC v. City of Mission, Cause No. C-5276-23-D.

Councilwoman Ortega moved to rescind motion taken on September 3, 2024. Motion was seconded by Councilman Vela and approved unanimously 4-0 with Mayor Pro Tem Plata abstaining.

Councilwoman Ortega moved to proceed as discussed in executive session related to Black Diamond Developers, LP and CCC Operations, LLC v City of Mission. Motion was seconded by Councilwoman Gerlach and approved unanimously 4-0 with Mayor Pro Tem Plata abstaining.

ADJOURNMENT

At 6:13 p.m., Councilwoman Ortega moved for adjournment. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0. .

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: September 9, 2024

PRESENTED BY: Mike R. Perez, City Manager

AGENDA ITEM: Acknowledge Receipt of Minutes – Perez
 Mission Economic Development Authority – July 24, 2024
 Mission Economic Development Corporation – July 24 and August 13, 2024
 Mission Education Development Council – July 24, 2024
 Mission Tax Increment Reinvestment Zone – July 23, 2024
 Youth Advocacy Advisory Board – June 11, 2024
 Boys & Girls Club Board of Directors – June 11, 2024
 Parks & Recreation Board – June 11, 2024

NATURE OF REQUEST:

See attached minutes.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

NOTICE OF MEETING
MISSION ECONOMIC DEVELOPMENT AUTHORITY, INC.
JULY 24, 2024

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

1. Call to order and establish quorum.
2. Citizen's Participation.
3. Approval of minutes:
 - A. January 24, 2024
 - B. April 24, 2024
4. Deliberation and possible action to accept Unadjusted Financial Report ended June 30, 2024.
5. Deliberation and possible action regarding the purchase, exchange, lease, or value of real property (as permitted under Tex. Gov't Code Sec. 551.072), including, but not limited to the following: **MEDA Land** Consultation with Attorney and possible action regarding (as permitted under Texas Government Code Section 551.071).
 The Mission Economic Development Authority Board of Directors will reconvene in open session to take any actions necessary.
6. Adjournment.

Minutes are as follows:

PRESENT:

Richard Hernandez, Chair
 Jose G. Vargas, Vice Chair
 Deborah Cordova, Secretary
 Mayor Norie Gonzalez Garza

ABSENT:

Estella Saenz, Treasurer

ALSO PRESENT:

Greg Kerr, JGKL LLP

STAFF PRESENT:

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

1. Call to order and establish quorum.

After establishing a quorum of the Board of Directors, Chair Richard Hernandez called the meeting to order at 6:06 PM.

2. Citizen's Participation: None.

3. Approval of minutes:

- A) January 24, 2024
- B) April 24, 2024

There being no corrections or additions, Mayor Norie Gonzalez Garza moved to approve both sets of minutes as presented. Motion was seconded by Vice Chair Jose G. Vargas and approved 4-0.

4. Deliberation and possible action to accept Unadjusted Financial Report ended June 30, 2024.

Financial Officer Joe Salazar presented and recommended acceptance of the Unadjusted Financial Report ended June 30, 2024. Mr. Salazar mentioned that Total Assets were \$1,411,008.00. Total Fund Balance & Liabilities was \$1,411,008.00. Chair Richard Hernandez asked a question related to an Audit Adjustment of \$947,000 on the report. Mr. Salazar stated that the amount represented the appraised value of an 88-acre tract of land owned by MEDA. The property was conveyed to the City of Mission for a certain project. The conveyance included a revert clause in the event that the project was not undertaken. The project was not undertaken; therefore, the City of Mission reverted the property back to MEDA. Mr. Salazar explained that since this circumstance happened at the end of fiscal year 2023, it was added as an Audit Adjustment.

There being no corrections or additions, Secretary Deborah L. Cordova moved for acceptance of the Unadjusted Financial Report ended June 30, 2024. Motion was seconded by Vice Chair Jose G. Vargas and approved 4-0.

At **6:10 PM**, Chair Richard Hernandez announced that the MEDA Board would be convening in executive session.

5. Closed Session Pursuant to V.T.C.A. Gov't Code Sec. 551.001

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

MEDA Land

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

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

At **6:18 PM** Chair Richard Hernandez announced that the MEDA Board of Directors would reconvene in open session.

No action was taken.

6. Adjournment.

At 6:19 PM, Vice Chair Jose G. Vargas moved to adjourn the meeting. Motion was seconded by Secretary Deborah L. Cordova and approved 4-0.

MINUTES OF THE MISSION ECONOMIC DEVELOPMENT AUTHORITY, INC. BOARD OF DIRECTORS REGULAR MEETING HELD ON JULY 24, 2024 WERE APPROVED ON THIS THE 28TH DAY OF AUGUST, 2024.

Deborah L. Cordova, Secretary

**NOTICE OF REGULAR MEETING & PUBLIC HEARING
MISSION ECONOMIC DEVELOPMENT CORPORATION
JULY 24, 2024 4:00 PM
CENTER FOR EDUCATION AND ECONOMIC DEVELOPMENT**

PRESENT:

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

ABSENT:

Estella Saenz, Treasurer

ALSO PRESENT:

Greg Kerr, JGKL LLP

STAFF PRESENT:

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

1. Call to Order and Establish Quorum

After establishing a quorum of the Board of Directors, President Richard Hernandez called the meeting to order at 4:07 PM.

2. Invocation: Vice President Jose G. Vargas**3. Pledge of Allegiance:** Carl Davis**4. Citizen's Participation:** None.**5. Approval of Minutes: June 26, 2024**

There being no corrections or additions, Mayor Norie Gonzalez Garza moved for approval of the meeting minutes of June 26, 2024. Motion was seconded by Vice President Jose G. Vargas and approved 5-0.

6. Deliberation and possible action for acceptance of adjusted Financial Statement for June 2024.

Financial Officer Joe Salazar presented and recommended acceptance of adjusted Financial Statements for June 2024.

Secretary Deborah L. Cordova joined the meeting at 4:12 PM.

Mr. Garcia briefly discussed sales tax revenues and growth while comparing area cities, highlighting that Mission is experiencing double-digit growth, and noted that we are still four months away from the conclusion of this fiscal year.

There being no corrections or additions, Carl Davis moved for acceptance of the adjusted Financial Statement for June 2024. Motion was seconded by Julian Alvarez and approved 6-0.

7. Deliberation & possible action for acceptance of Quarterly Report of Investments for the General Fund and Debt Service Fund, for Quarter ending June 30, 2024 and Interest Earned for Nine Months Ending June 30, 2024.

Financial Officer Joe Salazar presented and recommended approval of the investment reports. Mr. Salazar informed the Board that MEDC's General Fund is not tied to any CDs or treasury bonds, but it is investing in TexPool. He briefly reported net changes, increases and/or portfolio ending market value earnings for both the General Fund and Debt Service Funds. Mr. Salazar noted that one of the investments related to the Debt Service Fund matured at the beginning of this month, and those funds have already been deposited into MEDC's Debt Service account.

There being no corrections or additions, Vice President Jose G. Vargas moved for approval of the Quarterly Report of Investments for the General Fund and Debt Service Fund, for Quarter ending June 30, 2024 and Interest Earned for Nine Months Ending June 30, 2024. Motion was seconded by Secretary Deborah L. Cordova and approved 6-0.

8. Deliberation and possible action for approval of Amendment to FY 2023-2024 Budget.

Financial Officer Joe Salazar presented and recommended approval of Amendment to FY 2023-2024 Budget. Fund Accounts reflecting changes were as follows:

Fund #21-412-44610: The Repairs and Maintenance Building budget amount was increased by \$220,750.45, increasing the budget from \$95,000.00 to \$315,750.45, for CEED building roof repairs;

Fund #21-415-74880: Land Acquired (new account) in the amount of \$135,090.00, related to the recently purchased Perkins Avenue lots;

Fund 21-415-94598: A decrease in the Incentive Programs account in the amount of \$135,090.00 from \$1,007,124.89; leaving a balance of \$872,034.89;

Fund 21-410-34499: An increase in Other Professional Services from \$10,000 to \$20,000;

Fund 21-410-34400: A decrease in the Auditing & Accounting Services account in the amount of \$2,000 from \$35,000; leaving a balance of \$33,000;

Fund 21-410-54560: A decrease in the General Liability Insurance account in the amount of \$5,000 from \$34,000; leaving a balance of \$29,000; and

Fund 21-410-74950: A decrease in the Machinery & Equipment account in the amount of \$3,000 from \$3,000; leaving a zero balance.

Carl Davis moved for approval of the Amendment to FY 2023-2024 Budget. Motion was seconded by Vice President Jose G. Vargas and approved 6-0.

9. Deliberation and possible action for the adoption of MEDC Investment Policy.

Mr. Garcia said that MEDC does not have an investment policy in place and that discussions have taken place for the creation of one. The MEDC Finance Committee met recently to discuss the investment policy being presented today, which is up for adoption at the Board's discretion. Financial Officer Joe Salazar said that at this time, the City of Mission handles investments for MEDC accounts since they are the custodial of the accounts and they also have Investment Officers. Since MEDC is in the process of transitioning MEDC bank accounts, we would like to adopt our own investment policy. Mr. Salazar mentioned a few of the banks the City of Mission banks with or uses as vendors for investments such as Texas National Bank, Multi-Bank Securities, and TexPool, but more may be added. Mr. Garcia said that if not adopted today, Mr. Garcia plans on bringing the investment policy back to the Board next month for approval consideration. Secretary Deborah L. Cordova said she would like to review the investment policy further before adopting it. President Richard Hernandez recommended that this item is tabled.

Secretary Deborah L. Cordova moved to table this item. Motion was seconded by Vice President Jose G. Vargas and approved 6-0.

10. Naming of MEDC Investment Officer.

Mr. Garcia said MEDC currently does not have an Investment Officer, and it is crucial to fulfill this role. Financial Officer Joe Salazar recently received training in Waco to become a Certified Investment Officer and Mr. Garcia is recommending that he is named Investment Officer for MEDC. Mr. Garcia said that it is beneficial to have several Investment Officers and said that he and COO Belen Guerrero plan on attending the certification course in December.

Mayor Norie Gonzalez Garza moved to name Jose "Joe" Salazar MEDC's Investment Officer. Motion was seconded by Carl Davis and approved 6-0.

11. Deliberation and possible action related to the approval of an Interlocal Cooperation Agreement between Mission Economic Development Corporation and City of Mission.

Mr. Garcia said that this agreement was created to assist the City of Mission with certain projects by making MEDC funds in the maximum amount of \$2 million available to the City of Mission. City Manager Mike Perez said that this agreement had been presented to Mission City Council and approved on June 24, 2024. Mr. Perez said that this is a loan the City of Mission is requesting from MEDC and that it will be paid back with interest. The agreement stipulates that the agreement shall remain in effect until March 31, 2025 and recommends approval.

Vice President Jose Vargas moved to approve an Interlocal Cooperation Agreement between Mission Economic Development Corporation and City of Mission. Motion was seconded by Deborah L. Cordova and approved 5-0 with one abstention from Mayor Norie Gonzalez Garza.

12. Public Hearing - MEDC FY 2023-2024 proposed project consideration related to an alleyway improvement to be located at 1229 E. Griffin Parkway, Mission, Texas. (Project Alley Cat).

At 4:46 PM, President Richard Hernandez opened the public hearing related to an alleyway improvement to be located at 1229 E. Griffin Parkway, Mission, Texas. (Project Alley Cat).

There being no comments, President Richard Hernandez closed the public hearing at 4:47 PM.

13. Deliberation and possible action related to the approval of an Economic Performance Agreement for Project Alley Cat.

Mr. Garcia said that on May 29, 2024, the MEDC Board authorized staff to negotiate an incentive agreement for Project Alley Cat, in an amount not to exceed \$35,000 for the improvement of an alleyway, with the incentive to be paid in one installment, and to bring the proposed Economic Development Performance Agreement back before the Board for approval. The Economic Development Performance Agreement has been created and is now being presented for approval consideration. Mr. Garcia recommends approval.

Julian Alvarez moved for approval of an Economic Development Performance Agreement for Project Alley Cat. Motion was seconded by Vice President Jose G. Vargas and approved 6-0.

14. Deliberation and possible action to authorize staff to publish a Notice of Intention to Undertake a Project or Projects for FY 2023-2024 for Project Alley Cat.

Mr. Garcia said that this notice is routine as is with every project MEDC funds and that it is a required notice for the undertaking of every project, in this case, Project Alley Cat. He said that no funds will be expensed until 60 days after the publication. He requests authorization to publish the notice.

Vice President Jose G. Vargas moved to authorize the Notice of Intention to Undertake a Project or Projects for FY 2023-2024 for Project Alley Cat. Motion was seconded by Secretary Deborah L. Cordova and approved 6-0.

15. Deliberation and possible action related to approval of a First Amendment to Economic Development Performance Agreement between Mission Economic Development Corporation and 7-Beans LLC dba Scooter's Coffee.

Mr. Garcia said that on June 26, 2024 the MEDC Board approved an amendment to Economic Development Performance Agreement between Mission Economic Development Corporation and 7 Beans LLC dba Scooter's Coffee, pending confirmation of a rescinded performance agreement, for which there is no documented evidence or record of minutes. MEDC's legal counsel Gene Vaughan prepared the amendment, and it is now being presented for approval. 7-Beans LLC has an existing agreement with Mission EDC (effective May 15, 2023), for a \$100,000 incentive over five years to open two coffee shops, contingent on obtaining two Certificates of Occupancy. The company has opened one coffee shop and is requesting performance agreement change to receive the first installment for their second location. Such location must be open for business within the City of Mission no later than 24 months following June 26, 2024. Mr. Garcia recommends approval.

Carl Davis moved for approval of First Amendment to Economic Development Performance Agreement between Mission Economic Development Corporation and 7-Beans LLC dba Scooter's Coffee. Motion was seconded by Vice President Jose G. Vargas and approved 6-0.

16. Discussion of preliminary Fiscal Year 2024-2025 Budget.

Mr. Garcia presented the preliminary Fiscal Year 2025 Budget, starting Oct. 1, 2024. He, COO Belen Guerrero-Aguirre, Financial Officer Joe Salazar, and the MEDC Finance Committee have reviewed the budget conservatively, with further adjustments needed. He anticipates revenues from land sales and sales taxes, emphasizing that that the Budget operates within current means without tapping into reserves. Secretary Deborah L. Cordova asked if the \$2 million loan to the City of Mission was factored in this Budget. Mr. Garcia said those funds will be a transfer from a TexPool investment account. President Richard Hernandez asked a question related to the CEED building's air condition units, 30 units that may be due for replacement. The Facilities & Maintenance Building budgeted amount will increase by \$100,000 from what just got approved earlier on this agenda, for unforeseen needs. The final Budget will be presented next month in a Power Point for review and approval.

No action was taken.

17. Deliberation and possible action related to acceptance of a Memorandum of Understanding between the City of San Luis Potosi, Mexico, the City of Mission, and Mission Economic Development Corporation.

Mr. Garcia reported that a delegation of MEDC employees and representatives from other organizations recently visited San Luis Potosi, Mexico, to promote the Anzalduas International Bridge as a cargo crossing and highlight Mission as an investment location. They signed a non-binding Memorandum of Understanding (MOU) between Mayor Norie Gonzalez Garza and the Mayor of San Luis Potosi to promote mutual trade and educational collaboration. Mr. Garcia noted that the Secretary of State of San Luis Potosi expressed interest in visiting

Mission, along with the Governor of San Luis Potosi. A confirmed visit has been scheduled for July 31, 2024 with an agenda to be shared with the Board soon. He recommends accepting the MOU.

Vice President Jose G. Vargas moved to accept a Memorandum of Understanding between the City of San Luis Potosi, Mexico, the City of Mission, and Mission Economic Development Corporation. Motion was seconded by Mayor Norie Gonzalez Garza and approved 6-0.

18. Deliberation and possible action to accept the conveyance of 800 Perkins Avenue and 802 Perkins Avenue to the MEDC.

On July 12, 2024, two properties located at 800 Perkins Avenue and 802 Perkins Avenue, were officially conveyed to MEDC. Staff is requesting acceptance of the conveyance of the properties to MEDC. Legal Counsel Greg Kerr said that once MEDC accepts the conveyance of the two properties, then the next item requests authorization for MEDC Board staff convey the properties to the City of Mission.

Vice President Jose G. Vargas moved to accept the conveyance of 800 Perkins Avenue and 802 Perkins Avenue to the MEDC. Motion was seconded by Mayor Norie Gonzalez Garza and approved 6-0.

19. Deliberation and possible action to convey 800 Perkins Avenue and 802 Perkins Avenue to the City of Mission.

On July 12, 2024, two properties located at 800 Perkins Avenue, and 802 Perkins Avenue, were officially conveyed to MEDC. Staff requests authorization to convey both properties to the City of Mission.

Carl Davis moved to convey 800 Perkins Avenue and 802 Perkins Avenue to the City of Mission. Motion was seconded by Vice President Jose G. Vargas and approved 6-0.

20. Discussion and approval of Resolution No. 2024-05, recognizing the necessity of acquiring fee title in connection with the construction of the Leo Pena Placita Park Improvement Project in the City of Mission, Hidalgo County, Texas and authorizing the acquisition of fee title to real property described in Resolution No. 2024-05 and exhibits thereto by condemnation (eminent domain) or otherwise. Single vote shall apply to all units of property described in Resolution No. 2024-05.

Legal Counsel Greg Kerr mentioned that this item is related to the previous two regarding properties that the MEDC did not acquire voluntarily. He indicated that it initiates eminent domain process for the properties listed in the exhibit of this resolution and is recommends approval of Resolution No. 2024-05. Mr. Kerr said that once approved, he will initiate the eminent domain process.

Vice President Jose G. Vargas moved to empower the Mission Economic Development Corporation to use eminent domain to acquire the following properties for the Leo Peña Placita improvements project: 808 Perkins, 809 Perkins, 801 Perkins; and 1 Perkins Avenue, in the City of Mission, Hidalgo County, Texas; as detailed in Exhibit A of Resolution No. 2024-05,

for the construction of the Leo Pena Placita Park improvement project. The initial vote applies to all properties collectively. Motion was seconded by Julian Alvarez and approved 6-0.

21. MEDC Committee Briefings: Finance Committee & Downtown Assistance Program

Finance Committee – Mr. Garcia said that most of the briefing that was to be shared by the Finance Committee was already discussed during the investment policy agenda item and the preliminary budget. Finance Committee Chair Jose G. Vargas commended the MEDC staff and Mr. Salazar for being diligent with their discussions and support during the Finance Committee meeting of July 17, 2024. Committee members include Mr. Vargas, Estella Saenz, Richard Hernandez, Tecló Garcia and Joe Salazar.

Downtown Assistance Program – Downtown Assistance Program Chair Debora L. Cordova reported that the Finance Committee team met on July 23, 2024, for pre-qualification of the 24 submissions for assistance to ensure that they met requirements. Thirteen of the 24 met requirements and selected were six recipients. What's needed now is for the landlords to sign off on the recommended renovations. Once the landlords approve, recipients will be announced. Committee members include Ms. Cordova, Carl Davis, Estella Saenz, Belen Guerrero, Tecló Garcia, and Bri Casares.

At **5:36 PM**, President Richard Hernandez announced that the Mission Economic Development Corporation Board will convene in closed session.

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

Deliberation and possible action regarding economic development negotiations or prospects (as permitted under Tex. Gov't Code Sec. 551.087), including, but not limited to the following:

Report from CEO as to potential prospect(s).

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

M.E.D.C. Land.

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

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

At **5:47 PM**, President Richard Hernandez announced that the Mission Economic Development Corporation Board will reconvene in open session.

Real Estate Property: No action.

Report from CEO as to potential prospects: Vice President Jose G. Vargas moved to accept a proposed closing deadline request from Project Noodle in exchange for \$5,000 consideration in earnest money. Motion was seconded by Secretary Deborah L. Cordova and approved 6-0.

23. CEO Report on Economic Activity

CEO Teclo J. Garcia showcased three short videos highlighting significant recent events. The first featured the ribbon cutting ceremony for South Texas College, followed by the Grand Opening of the Olive Garden Italian Bistro in the second video, and the third showcased RGV Healthy Vending. COO Belen Guerrero-Aguirre noted that MEDC has a three-month contract with RGV Photo & Video, the creators of these videos. They also hold multiple economic development contracts in the area and consistently deliver excellent work.

24. President Comments

President Richard Hernandez acknowledged MEDC’s Financial Officer Joe Salazar for earning his Investment Officer Certification, and expressed appreciation for the video presentation shared with the Board by Director of Communications & External Affairs Naxiely Lopez-Puente. CEO Teclo J. Garcia noted that the Board President proposed holding meetings in December for both the Mission EDC Board and the Misson RA/TIRZ #1 Board, specifically on Tuesday, December 3, 2024 for the Mission RA/TIRZ #1 and on Wednesday, December 4, 2024 for the Mission EDC Board. Traditionally, no meetings are scheduled in November due to the holiday season. President Richard Hernandez concluded by thanking Board members for their time and dedication.

25. Adjournment

Secretary Deborah L. Cordova moved to adjourn the meeting. Motion was seconded by Julian Alvarez and approved 6-0. The meeting was adjourned at 6:06 PM.

Richard Hernandez, President

ATTEST

Deborah L. Cordova, Secretary

**NOTICE OF SPECIAL MEETING
MISSION ECONOMIC DEVELOPMENT CORPORATION
AUGUST 13, 2024 12:00 PM
CENTER FOR EDUCATION AND ECONOMIC DEVELOPMENT**

PRESENT:

Richard Hernandez, President
Estella Saenz, Treasurer
Julian Alvarez
Carl Davis
Mayor Norie Gonzalez Garza

ABSENT:

Jose G. Vargas, Vice President
Deborah L. Cordova, Secretary

ALSO PRESENT:

Greg Kerr, JGKL LLP

STAFF PRESENT:

Tecló J. Garcia, CEO
Belen Guerrero, COO
Judy Vega, Executive Assistant
Joe Salazar, Financial Officer
Naxiely Lopez-Puente, Director of
Communications & External Affairs
Brianna Casares, Manager of Marketing &
Programs

1. Call to Order and Establish Quorum

After establishing a quorum of the Board of Directors, President Richard Hernandez called the special meeting to order at 12:09 PM

2. Discussion and possible action regarding the approval of Resolution No. 2024-06, A resolution of Mission Economic Development Corporation regarding the request of Panda High Plains Hemp Gin Holdings, LLC, for the issuance of one or more series of revenue bonds; authorizing the filing of an application for allocation of volume cap for private activity bonds with the Texas Bond Review Board; authorizing public hearings regarding the bonds, and authorizing other action related thereto.

CEO Tecló J. Garcia noted that upon approval of this resolution, it will not only benefit the Mission EDC through closing fees and annual administrative fees, but also with the creation of jobs.

Lee McCormick, President of Community Development Associates, via Zoom telecommunication, first thanked the Board for their availability, and then said that last week, he received a request from Panda High Plains Hemp Gin Holdings, LLC to move forward with an application for a bond allocation of \$150 million. Their deadline to apply is August 15, 2024.

The MEDC approved a Final Resolution for Panda High Plains Hemp Gin, LLC or one or more affiliates in September 2020 and a Supplemental Final Resolution increasing the amount

to \$150 million at the in October 2020 Board meeting. The company was scheduled to close the transaction by the end of 2020 but due to COVID related issues in the financial markets the project was delayed and did not close. The facility is currently operational, and the company plans to reapply for 2024 allocation from the Bond Review Board (BRB) to refinance existing debt and fund new capital improvements with tax-exempt bonds.

Mr. McCormick mentioned that there had been an update to the resolution in the Board's packets and that the replacement resolution had been provided to staff earlier today. The only change made to the resolution is on the heading. Added was "and Affiliates" meaning that Panda did not know yet if they were applying under Panda High Plains Hemp Gin LLC or Panda High Plains Hemp Gin Holdings, LLC, so they requested that flexibility.

The project is the first facility in the nation to cottonize hemp fiber on a commercial scale for the American textile industry and export customers. In addition, Panda Biotech's Hemp Gin™ is likely the only facility in the world dedicated to both the processing and cottonization of hemp fiber in industrial quantities outside of the People's Republic of China.

Panda Biotech has an existing 500,000 sq. ft. facility and surrounding 97-acre campus that was formerly the home of General Motors' Delphi assembly plant in Wichita Falls, Texas. The company is in the process of installing the largest industrial hemp decorticating, or processing, equipment ever used to separate the outer bast fiber from the inner woody core.

This is a conduit transaction for the MEDC, and 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 the MEDC name is included on the bonds. Mr. McCormick and staff recommend approval of the resolution.

Carl Davis moved to approve Resolution No. 2024-06 as presented. Motion was seconded by Treasurer Estella Saenz and approved 6-0.

3. Adjournment

Mayor Norie Gonzalez Garza moved to adjourn the meeting. Motion was seconded by Treasurer Estella Saenz and approved 6-0. The meeting was adjourned at 12:24 PM.

Richard Hernandez, President

ATTEST

Deborah L. Cordova, Secretary

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

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

1. Call to order and establish quorum.
2. Citizen's Participation.
3. Approval of Minutes – April 24, 2024.
4. Deliberation and possible action for acceptance of unadjusted Financial Report ended June 30, 2024.
5. Deliberation and possible action for acceptance of a grant from PNC Bank.
6. Adjournment.

Minutes are as follows:

Members Present:

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

Also Present:

Greg Kerr, JGKL LLP

Absent:

Estella Saenz, Treasurer

Staff Present:

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

1. Call to order and establish quorum

Chair Richard Hernandez called the meeting to order at 6:20 PM.

2. Citizen's Participation: None.

3. Approval of Minutes: Meeting of April 24, 2024.

Carl Davis moved for approval of the meeting minutes of April 24, 2024 as presented. Motion was seconded by Vice Chair Jose G. Vargas and approved 6-0.

4. Discussion and possible action for acceptance of Adjusted Financial Report ended June 30, 2024.

Financial Officer Joe Salazar presented, and recommended acceptance of the Adjusted Financial Report ended June 30, 2024. Mr. Salazar began his report by saying that Beginning Balance was \$108,892.76. He reported that total liabilities and equity was \$108,892.76. Net Income was \$10,085.01. Total expenses for this quarter were \$16,350.00 leaving a net change of -\$6,264.99.

Chair Richard Hernandez asked about a \$10,000 grant that was received from PNC Bank. CEO Tecló J. Garcia mentioned that the grant was accepted by the Board in January 2024 and that those funds were used to pay Ruby Red Venture competition winners, and mentioned that the \$6,000 was used to compensate three final participants that did not win in the competition, but were awarded consolation prizes of \$2,000 each.

Secretary Deborah L. Cordova moved to accept the Adjusted Financial Report ended June 30, 2024. Motion was seconded by Julian Alvarez and approved 6-0.

5. Deliberation and possible action for acceptance of a grant from PNC Bank.

CEO Tecló J. Garcia introduced this item by saying that this is the second grant received by PNC Bank this year and that he was very pleased to receive it. Mr. Garcia stated that he is grateful to Treasurer Estella Saenz with PNC Bank (not present at this meeting), for facilitating the issuance of the grant. He recommends acceptance.

Vice Chair Jose G. Vargas moved for acceptance of a grant from PNC Bank in the amount of \$10,000.00. Motion was seconded by Secretary Deborah L. Cordova and approved 6-0.

6. Adjournment.

The meeting was adjourned at 6:27 PM.

MINUTES OF THE MISSION EDUCATION DEVELOPMENT COUNCIL, INC. BOARD OF DIRECTORS MEETING HELD ON JULY 24, 2024 WERE APPROVED ON THIS THE 28TH DAY OF AUGUST, 2024.

Deborah L. Cordova, Secretary

Mission Tax Increment Reinvestment Zone
Board of Directors Meeting
July 23, 2024

MINUTES

Call to Order, Establishment of Quorum

The Board of Directors of the Mission TIRZ #1, held a special meeting open to the public, by teleconference and in person, on July 23, 2024 at 801 N. Bryan Road, Mission, Texas and at 6:09 PM, the roll was called of the duly appointed members of the Board, to-wit:

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

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

AGENDA

I. Consent Agenda

- A. Call meeting to order and establish quorum.
- B. Tabled 6/25/2024: Approve minutes of regular meeting of May 30, 2024, special meeting of June 17, 2024 of the TIRZ #1.
- C. Approve minutes of regular meeting of June 25, 2024, of the TIRZ #1.
- D. Ratify all actions taken by the Mission Redevelopment Authority Board of Directors at the July 23, 2024, meeting.

Upon a motion duly made by Director Reyna and seconded by Director Perez, the Board unanimously approved the consent agenda and ratified all actions taken by the Mission Redevelopment Authority Board of Directors at the July 23, 2024 meeting.

II. Adjournment

As there was no further business for the board to consider, upon a motion duly made by Secretary Aissa I. Garza and seconded by Director Perez, the Board unanimously voted to adjourn the meeting at 6:10 PM.

By: _____

Attest: _____

Printed Name: Martin Garza

Printed Name: Aissa I. Garza

Title: Chairman

Title: Secretary

Date: 8/29/2024

Date: 8/29/2024



BOYS AND GIRLS CLUB OF MISSION

Minutes of the Boys and Girls Club Mission
Youth Advocacy Advisory Board Meeting, June 11th, 2024

The Youth Advocacy Advisory Board of the Boys and Girls Club of Mission held a regularly scheduled meeting on Tuesday, June 11th, 2024 at 12:30 p.m. at the Main Unit of the Boys and Girls Club Mission

Board Members Present:

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

BGCM Staff:

Rick Venecia
Xavier Sanchez

Board Members Absent:

Jesus Garcia
Nanette Ortiz
Rolando Reyna

BGCM Staff:

Rick Venecia
Xavier Sanchez

Guests:

Christian Garza
Katia Alaniz

I. Call to Order

H. Rodriguez called the meeting to order at 12:43 p.m.

II. Approval of Minutes for the May 21st, 2024 Meeting

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

III. Citizen Participation

No citizens participated . . .

IV. Director's/Program's Report

R. Venecia stated that the Summer Program is doing very well. He stated the Club has three hundred and thirty-five registered members. He reviewed the daily activities the students will be engaged while in the program. He also emphasized that Summer Staff has been reduced because of financial constraints. Mr. Venecia also informed the Board that Mission C. I. S. D. is providing the meals for our students at the Main Unit and the CWV unit.

V. Programs Report

Please see Director's Report . . .

VI. Athletics Report

R. Venecia reported for the Athletic Department. He reported that there was an incident concerning a coach and officials. The issue was resolved with the coach receiving a warning of further consequences if this type of behavior continues. Mr. Venecia also stated that with the recent rains, the fields were flooded for several days and consequently the games were postponed. This generated some discussion concerning the fields, in general, and how can they be improved. More information to be forthcoming. He furthermore informed the Board that Volleyball and Flag Football will begin registration within a few weeks.

VII. Grants Report

R. Venecia reported to the Board the current number of grants that the Club has been able to secure. He also added the monetary amounts associated with the grants and which grants have expired. Mr. Venecia also shared with the Board the new grants he plans to apply for within the very near future.

VIII. Chairperson Comments

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

IX. Adjournment

After a brief discussion, H. Rodriguez entertained a motion to adjourn this portion of the Advisory Board meeting. A motion was made by R. Lopez; the motion was seconded by J. Venecia; the motion passed unanimously. Adjournment time was 1:03 p.m.

Minutes of the Boys and Girls Club Mission Board of Directors' Regularly Scheduled Meeting, June 11th 2024

The Board of Directors of the Boys and Girls Club of Mission held a regularly scheduled meeting on Tuesday, June 11th, 2024, 12:30 p.m. at the Main Unit of the Boys and Girls Club Mission

I. Call to Order

H. Rodriguez called the meeting to order at 12:52 p.m.

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

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

III. 501C3 Financial Report

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

(Financial Packet for the months of May is attached)

IV. Gala

R. Venecia announced to the Board that a Gala or a Golf Fundraiser would be more expensive than ever before. He reviewed several price options for a Golf Tournament Fundraiser and determined that a tournament would not be feasible at this time. He did state that a Gala Fundraiser could be possible in March of 2025. This is when the Mission Event Center will have space available for rent and would not interfere with United Way Blackout period. Mr. Venecia stated that a gala would generate more profits at this time as compared to a Golf Tournament. After a brief discussion, a motion was made by A. Ortega to enter into a tentative contract with the Mission Event Center for a fundraiser gala in mid-March; the motion was seconded by J. Venecia; the motion carried forward unanimously. More information to be forthcoming . . .

V. Southwest Conference

R. Venecia announced to the Board that the Boys and Girls Club of America will be hosting a regional conference in Oklahoma City, OK., August 27 through the 29th. He invited all Board Members who might be interested in attending to join him for the conference. He also discussed the costs involved and would be able to produce a more specific price when the Board Members committed to the event. Informational flyer attached . . .

VI. Resource Plan

R. Venecia introduced to the Board a proposed Resource Plan for possible funding to make the Club (potentially) independent from City funds. The Resource Plan is a current project of possible funding sources and is not indicative of all funding sources. The Plan is based on BGCA recommendations. More information to be forthcoming.

(Resource Plan Guide Chart Attached)

Continued . . .

VII. Interlocal Agreement City of Mission and the Boys and Girls Club of Mission

H. Rodriguez excused himself from the Board at this time and S. Cruz continued the meeting in his place. R. Venecia explained to the Board that the By-Laws of the original charter are old and outdated. He stated that the By-Laws needed to be changed to reflect the new standards that the Club uses for donations. He also stated that certain funding sources are being deposited into City accounts instead of 501c3 accounts. This is a direct reflection of the outdated by-laws. Mr. Venecia asked the Board By-Laws Committee to review the current by-laws and edit/create new by-laws that reflect the Clubs' needs. After a brief discussion, a motion was made by S. Meyer to form a by-laws committee to investigate the discrepancies and propose solutions to the current dilemma; the motion was seconded by A. Ortega; the motion passed unanimously. Mr. Venecia also added that he would like to propose a pay increase for Sujei Rodriguez. He explained that the City would not allow him to give her a pay raise and he would like to increase to come from 501c3 funds. He proposed that the 1st amendment to the revised by-laws would include a pay raise and a clear disbursement of donations to the appropriate accounts. This would constitute the interlocal agreement between the City and the Board. More information to be forthcoming.

VIII. Announcements

No announcements at this time . . .

IX. Adjournment

After a brief discussion, S. Cruz entertained a motion to adjourn the meeting. A motion was made by S. Meyer to adjourn the 501C3 meeting; the motion was seconded by R. Lopez; the motion passed unanimously. Adjournment time was 1:38 p.m.



Xavier Sanchez
Operations Administrator

Sergio Cruz
BGCM Board Secretary

PARKS AND RECREATION BOARD MEETING
June 11, 2024

<u>BOARD MEMBERS PRESENT</u>	<u>STAFF</u>
Tony Guerrero	Brad Bentsen
Chris Voss	Pete Lopez
Julissa Martin	Ricardo Contreras
Jesus Mendiola	Juan Carlos Calderon
Melissa Reyna	Taylor Cavazos
Karina Garza	Pete Charles
Diego Gutierrez	

Call to Order

Tony Guerrero called the meeting to order.

Roll Call

Roll call was taken and quorum was met.

Prayer

Brad Bentsen led us in prayer.

Approval of Minutes

The Board Members approved the minutes for the May 14, 2024 Board meeting. Motion to approve was made by Melissa Reyna and seconded by Julissa Martin. The motion to approve minutes passed unanimously.

CITIZEN PARTICIPATION

N/A

UPDATE OF PARKS

Parks employees assisted with the setup, tear down, and the PA system at several different events this month such as the groundbreaking of a new Cemetery names Serenity fields, a Police and Fire Memorial Event, Mission PD Appreciation Luncheon, Spring Community Round Up, PD appreciation luncheon, and the groundbreaking of the new Padel Club on Victoria St.

Graffiti and vandalization has increased now that summer has started, the Parks Graffiti crew has been helping take care of graffiti removal requests/calls, discussion of creating a wall in a

controlled environment to have a designated graffiti area to prevent future graffiti around the City.

The Keeping Mission Beautiful organization is looking to start a project to paint the irrigation pipes.

The Lopez Park Restrooms are almost completed, just pending electrical work from the Facilities Department.

Public works is currently working on installing field lights at Shimotsu Elementary. The Parks Department assisted by trenching for the installation. Shimotsu Elementary is in the process of becoming one of the City's Parks through an interlocal agreement, but has not been finalized.

Due to recent weather, canopies at Hollis Rutledge Park were knocked down and damaged at Jaycee Park.

A third party was hired to build a roof on the south side of the Recreation Center where the portable restrooms will be stored.

UPDATE OF RECREATION

This past Music at the Park did not have the best turnout, so for the month of June, it will be at the Bannworth Park instead of Leo Pena Placita Park. We are hoping by trying a different venue, this will increase participation. Mission CISD will be assisting us this time by providing a panel stage to be used for performances. The assistance from the Fire Department and Facilities Department will help provide electricity for the event.

The 7 on 7 league started on June 3, with a total of 8 teams, playing every Monday. No participation from the Sharyland Schools this season.

For our summer recreation programs, Track had a total of 230 kids register, with only 9 coaches. We will be hosting a track meet June 27th at Sharyland High School. For Tennis we had a total of 90 kids register. We were supposed to host tournament this first week but moved the tournament to July 5 and 6th.

For our Archery program we have around 20 kids per session with two coaches, the program originally started outdoors but was recently moved indoors inside the Recreation Center.

Parks Department is still assisting the Boys and Girls Club prep and mark the fields for their summer games.

AQUATICS UPDATE

The Aquatics Department is continuing to register every two weeks for the Learn to Swim Classes at the Bannworth and Mayberry Pools.

The Summer Swim TAAF teams continue practicing and increasing in numbers.

Lap swimming continues with new summer hours, and the pools are now open for the public during the day.

NEW BUSINESS

Ana Rivera to start her ACEing Autism program this upcoming Saturday morning that will run for a total of 6 weeks at the Birdwell Tennis Courts.

Discussion regarding increasing the night time hours at Birdwell Tennis Courts from 10:00 PM to 11:00 PM. However, moving to these later hours brought up concerns of possible non-desirable activity from late night basketball players. There are currently 5 courts being used by the CTA, this is allowed because they are paying on a quarterly basis, but is taking up a lot of the court time from other players.

Currently in the process of trying to obtain CDBG Funding to support Astroland Park Rocketship – Phase II. The Parks department has already completed Phase I with irrigation modifications, paving of trail, picnic shelters, painting of pavilion, and construction of new restrooms. Phase III to include addition of Inclusive Playground equipment.

Also seeking funding for the \$250,00.00 Interconnective Trail, the Trail Plans will be ready for bidding within 30 days. This trail is to be from Los Ebanos Road to Bryan Road, Bryan Road to Taylor Road. This plan also includes a 10 ft wide concrete trail and tunnels under Conway, Bryan and Shary Roads will receive supportive riprap and lighting at approach and thru tunnels.

Discussion on residential, commercial, and city parks to be affected by drought. The Parks Department is currently irrigating all parks once weekly with ballfields, City Hall, PD and Central Fire watered twice weekly.

Keep Mission Beautiful projects to include Paint Mission Beautiful with first home painted last month on West Hidalgo Street, and 2nd home to be painted to start this coming Saturday at 601 Mayberry. Private contractor to provide home repairs at his cost prior to painting and the Parks Department to provide portable restrooms.

Mark Minton asked if it was possible to provide cost analysis of labor, water, and fertilizations expenses of current ballfields to compare to that of artificial turf.

Melissa Reyna and Karina Garza talked about the “Modified Turf” at PSJA Ballfields and suggested that Parks Staff check it out. Suggested that Staff look into Grant Opportunities for

ballfield modifications to artificial turf or modified turf. Melissa Reyna found a Little League Grant Opportunity.

OLD BUSINESS

Playground movement from Lopez Park north to Hinojosa City School Park started Monday. The concrete footing was small enough to break and reset at new location. No evident rust on pipes below the ground.

Restroom construction for CWV and Astroland Parks started this past week.

Adjournment

Julissa Martin made a motion to adjourn the meeting and was seconded by Jesus Mendiola. The Board voted unanimously to approve.



**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: September 9, 2024

PRESENTED BY: Michael Fernuik, Golf Director

AGENDA ITEM: Approval of Interlocal Agreement between Mission Consolidated Independent School District and Sharyland Independent School District and City of Mission, Texas on behalf of Shary Municipal Golf Course to provide golf course and driving range usage to their respective golf teams - M. Fernuik

NATURE OF REQUEST:

A general working agreement between the City and Districts to coordinate accessibility and compensation for the District's use of the Shary Municipal Golf Course by District golf teams, in an effort to maximize resources and provide increased services to the public during the 2024/2025 District school year. Also, to provide an area designated under the Shary Municipal Golf Course Clubhouse for the storage of Golf Clubs and Bags which can be secured. Mission and Sharyland ISD's agree to compensate Shary Municipal Golf Course the sum of \$17,000 per district for this usage once the Interlocal Agreement is signed.

This agreement with Sharyland ISD was taken for approval at the July 8, 2024 Council Meeting after submitting the Interlocal to Sharyland ISD. Sharyland ISD responded after the Council Meeting notifying the City that the budget authority was not available to meet the increased cost of the golf course and driving range usage of \$19,000. However, they agreed to pay the existing \$17,000 amount and budget for the increase in the subsequent fiscal year.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

**INTERLOCAL COOPERATIVE AGREEMENT BY AND BETWEEN
THE CITY OF MISSION, TEXAS AND THE
SHARYLAND INDEPENDENT SCHOOL DISTRICT**

This Interlocal Agreement (“Agreement”) is made and entered into this _____ day of _____, 2024, by and between the City of Mission, a Texas home-rule municipality (hereinafter called “City”), and the Sharyland Independent School District, an independent school district located in the Hidalgo County, Texas (hereinafter referred to as “District”) and shall be effective upon execution by both parties.

ARTICLE I.

WHEREAS, Chapter 791 of the Texas Government Code authorizes a local government to contract or agree with another local government to perform governmental functions and services; and

WHEREAS, the City and District have a long-standing relationship regarding services provided by the City at its Shary Municipal Golf Course;

WHEREAS, the purpose of this Agreement is to continue the ongoing relationship with regards to the District’s use of the Shary Municipal Golf Course; and

WHEREAS, the City and District desire to execute this Agreement establishing a general working agreement between the City and District to coordinate accessibility and compensation for the District’s use of the Shary Municipal Golf Course by District golf teams, in an effort to maximize resources and provide increased services to the public during the 2024/2025 District school year; and

NOW, THEREFORE, City and District, in consideration of the mutual covenants, terms, and conditions contained in this Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as set forth below:

ARTICLE II.

TERM

The term of this Agreement shall be effective **August 1, 2024 until May 31, 2025**. This agreement may be terminated without cause upon thirty (30) days’ written notice to the other party.

ARTICLE III.

OBLIGATIONS OF CITY AND DISTRICT

CITY and DISTRICT agree to the services to be provided by Shary Municipal Golf Course for the Sharyland High School, Sharyland Pioneer High School, Shary North Junior High School, and B.L. Gray Junior High School golf teams as follows:

City agrees to:

- Provide driving range privileges and playing privileges to each of the said High school for up to twenty (20) players per high school for the 2024-2025 School year (August 1, 2024 to May 31, 2025) on days that the Shary Municipal Golf Course is regularly open.
- Provide driving range privileges and playing privileges to each of the said Junior High for up to twenty (20) players per junior high for the period of March 1, 2025 to May 31, 2025, on days that Shary Municipal Golf Course is regularly open.
- Provide driving range privileges to include a medium bucket of balls to 20 players for each high school and 20 players for each junior high and middle school during daytime hours and with each school coach present. (Buckets will not be provided after 6:00 p.m.)
- Provide playing privileges on weekdays after 3:00 p.m. until Pro Shop closing time and after 10:00 a.m. until closing time on weekends and holidays on dates that the Golf Course is open.

District agrees to:

- Supervise all players during District use.
- Provide the Shary Municipal Golf Course Staff a roster of Student Athletes for each High School, Junior High School for referral during weekend/holiday use.
- For each school to abide by the rules, regulations and ordinances for Shary Municipal Golf Course to include dress code policies, operating hours and golf course etiquette.
- Indemnify, defend and hold CITY, it's agents, servants and employees, in both their official and individual capacities, and all persons, natural or corporate, in privity with them or any of them, from any and all claims or causes of action of any kind whatsoever, at common law, statutory, contractual or otherwise, that might arise out of District's use and activities at the Golf Course pursuant to this Agreement.
- Pay the City of Mission as consideration for the use of the Shary Municipal Golf Course the sum of \$17,000.00 after October 1, 2024.

ARTICLE IV. MISCELLANEOUS

1. **Amendments:** This Agreement may be amended only by a written instrument signed by both parties.
2. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Hidalgo County, Texas. The Parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
3. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
4. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
5. **Immunities:** The parties to this Agreement agree that each party, each through its officials, employees, and agents, shall be responsible for its own negligent acts or omissions or other

tortious conduct in the course of the event permitted under this Agreement, without waiving any sovereign or governmental immunity available to any party under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

- 6. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
- 7. **Notice:** Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Mission
 Mike Perez, City Manager
 1201 E. 8th St
 Mission, Texas 78572

With Copy to: City Attorney’s Office
 Patricia A. Rigney, City Attorney
 1201 E. 8th St
 Mission, Texas 78572

If to DISTRICT: Sharyland Independent School District
 Maritza Venecia, President
 1200 N. Shary Rd.
 Mission, Texas 78572

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

- 8. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- 9. **Additional Documents:** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- 10. **Assignment:** This Agreement shall not be assignable.

- 11. **Headings.** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
- 12. **Authority to Execute.** The execution and performance of this Agreement by the City and District have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and District in accordance with its terms.
- 13. **Current Revenues.** City and District agree to pay any payments made pursuant to this Agreement from current revenues. The parties agree that each party is providing fair consideration for the services rendered and facilities used.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

APPROVED BY CITY OF MISSION CITY COUNCIL ON _____, 2024. Agenda Item No. _____

CITY OF MISSION

By: _____
Norie Gonzalez Garza, Mayor

ATTEST:

By: _____
Anna Carrillo, City Secretary

APPROVED BY SHARYLIAND INDEPENDENT SCHOOL DISTRICT ON _____, 2024. Agenda Item No. _____

SHARYLAND ISD

By: _____
Maritza Venecia, President

ATTEST:

By: _____
David Keith, Secretary

**INTERLOCAL COOPERATIVE AGREEMENT BY AND BETWEEN
THE CITY OF MISSION, TEXAS AND THE
MISSION INDEPENDENT SCHOOL DISTRICT**

This Interlocal Agreement (“Agreement”) is made and entered into this _____ day of _____, 2024, by and between the City of Mission, a Texas home-rule municipality (hereinafter called “City”), and the Mission Independent School District, an independent school district located in the Hidalgo County, Texas (hereinafter referred to as “District”) and shall be effective upon execution by both parties.

ARTICLE I.

WHEREAS, Chapter 791 of the Texas Government Code authorizes a local government to contract or agree with another local government to perform governmental functions and services; and

WHEREAS, the City and District have a long-standing relationship regarding services provided by the City at its Shary Municipal Golf Course;

WHEREAS, the purpose of this Agreement is to continue the ongoing relationship with regards to the District’s use of the Shary Municipal Golf Course; and

WHEREAS, the City and District desire to execute this Agreement establishing a general working agreement between the City and District to coordinate accessibility and compensation for the District’s use of the Shary Municipal Golf Course by District golf teams, in an effort to maximize resources and provide increased services to the public during the 2024/2025 District school year; and

NOW, THEREFORE, City and District, in consideration of the mutual covenants, terms, and conditions contained in this Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as set forth below:

ARTICLE II.

TERM

The term of this Agreement shall be effective **August 1, 2024 until May 31, 2025**. This agreement may be terminated without cause upon thirty (30) days’ written notice to the other party.

ARTICLE III.

OBLIGATIONS OF CITY AND DISTRICT

CITY and DISTRICT agree to the services to be provided by Shary Municipal Golf Course for the Mission High School, Veteran’s Memorial High School, Mission Junior High School, K. White Junior High School, Alton Memorial Junior High School, and Cantu Middle School golf teams as follows:

City agrees to:

- Provide driving range privileges and playing privileges to each of the said High school for up to twenty (20) players per high school for the 2024-2025 School year (August 1, 2024 to May 31, 2025) on days that the Shary Municipal Golf Course is regularly open.
- Provide driving range privileges and playing privileges to each of the said Junior High for up to twenty (20) players per junior high for the period of March 1, 2025 to May 31, 2025, on days that Shary Municipal Golf Course is regularly open.
- Provide driving range privileges to include a medium bucket of balls to 20 players for each high school and 20 players for each junior high and middle school during daytime hours and with each school coach present. (Buckets will not be provided after 6:00 p.m.)
- Provide playing privileges on weekdays after 3:00 p.m. until Pro Shop closing time and after 10:00 a.m. until closing time on weekends and holidays on dates that the Golf Course is open.

District agrees to:

- Supervise all players during District use.
- Provide the Shary Municipal Golf Course Staff a roster of Student Athletes for each High School, Junior High School for referral during weekend/holiday use.
- For each school to abide by the rules, regulations and ordinances for Shary Municipal Golf Course to include dress code policies, operating hours and golf course etiquette.
- Indemnify, defend and hold CITY, it's agents, servants and employees, in both their official and individual capacities, and all persons, natural or corporate, in privity with them or any of them, from any and all claims or causes of action of any kind whatsoever, at common law, statutory, contractual or otherwise, that might arise out of District's use and activities at the Golf Course pursuant to this Agreement.
- Pay the City of Mission as consideration for the use of the Shary Municipal Golf Course the sum of \$17,000.00 after October 1, 2024.

ARTICLE IV. MISCELLANEOUS

1. **Amendments:** This Agreement may be amended only by a written instrument signed by both parties.
2. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Hidalgo County, Texas. The Parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
3. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
4. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
5. **Immunities:** The parties to this Agreement agree that each party, each through its officials, employees, and agents, shall be responsible for its own negligent acts or omissions or other

tortious conduct in the course of the event permitted under this Agreement, without waiving any sovereign or governmental immunity available to any party under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

- 6. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
- 7. **Notice:** Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Mission
 Mike Perez, City Manager
 1201 E. 8th St
 Mission, Texas 78572

With Copy to: City Attorney’s Office
 Patricia A. Rigney, City Attorney
 1201 E. 8th St
 Mission, Texas 78572

If to DISTRICT: Mission Independent School District
 Iris Iglesias, Board President
 1201 Bryce Drive
 Mission, Texas 78572

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

- 8. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- 9. **Additional Documents:** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- 10. **Assignment:** This Agreement shall not be assignable.

- 11. **Headings.** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
- 12. **Authority to Execute.** The execution and performance of this Agreement by the City and District have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and District in accordance with its terms.
- 13. **Current Revenues.** City and District agree to pay any payments made pursuant to this Agreement from current revenues. The parties agree that each party is providing fair consideration for the services rendered and facilities used.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

APPROVED BY CITY OF MISSION CITY COUNCIL ON _____, 2024. Agenda Item No. _____

CITY OF MISSION

By: _____
Norie Gonzalez Garza, Mayor

ATTEST:

By: _____
Anna Carrillo, City Secretary

APPROVED BY MISSION INDEPENDENT SCHOOL DISTRICT ON _____, 2024. Agenda Item No. _____

MISSION ISD

By: _____
Iris Iglesias, President

ATTEST:

By: _____
Veronica Mendoza, Secretary



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: September 9, 2024
PRESENTED BY: Andy Garcia, Assistant City Manager
AGENDA ITEM: Approval of Interlocal Agreement between City of Mission and ESC-Region 19 through Allied States Cooperative future acquisitions including furniture – A. Garcia

NATURE OF REQUEST:

Staff is seeking approval of the attached Interlocal Agreement between City of Mission and ESC-Region 19 through Allied States Cooperative for future acquisitions including furniture. Pursuant to the Interlocal Cooperation Act, Subchapter 271.102 (a) (c), of the Texas Local Government Code, “A local government may participate in a cooperative purchasing program with another local government of this state or another state or with a local cooperative organization of this state or another state.” “A local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.”

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

BUDGET: \$N/A **EST. COST:** \$N/A **CURRENT BUDGET BALANCE:** \$N/A

BID AMOUNT: \$N/A

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *MRP*

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

_____ AYES
 _____ NAYS
 _____ DISSENTING _____

Upon agreement and authorized approval by the governing body of each of the parties, this agreement will be in effect between the referenced parties, in which Education Service Center- Region 19 Allied States Cooperative will cooperatively bid out goods and services. This agreement shall automatically renew on the anniversary date. Either party may terminate this agreement with or without cause given a 30-day notice.

Authority for cooperative contracting is granted under Government Code Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B General Interlocal Contracting Authority and Subchapter C Specific Interlocal Contracting Authority and Local Government Code, Chapter 271, Subchapter F, Section 271.101. and Section 271.102.

Region 19 Education Service Center through Allied States Cooperative will:

- Provide organizational and administrative support to facilitate member requirements
- Provide staff necessary for efficient operation of the purchasing cooperatives
- Provide administrative support for contract compliance with awarded bidders
- Comply with competitive bidding requirements
- Disseminate information in an expedient manner regarding awards and information related to specified contracts
- Maintain the ESC-Region 19 Allied States Cooperative website
- Provide specific contract requirement bid processing services during the contract period on a case by case basis.

Purchasing Co-op Members will:

- Designate a contact person for communications
- To the extent permitted by law, indemnify and save harmless Education Service Center - Region 19 Allied States Cooperative, the Region 19 Board of Directors, and Region 19 employees or representatives from all suits and claims resulting or arising from any breach of this Agreement or related agreements by the Co-op member and any negligent or intentional acts of Co-op member, its employees or agents. This Interlocal Agreement does not constitute a waiver of the sovereign immunity of any of the parties hereto.
- Submit copies of all purchase orders utilizing ESC-Region 19 ASC contracts to ESC Region 19 ASC.
- Pay awarded vendors in compliance with the payment terms set forth in the contracts.
- Notify ESC-Region 19 Allied States Cooperative in writing of any non-compliance issues with awarded vendors.
- Mutually agree with ESC-R19 (ASC) on specific contracts to be utilized due to market coverage by vendors. Each party paying for the performance of governmental function or services must make those payments from current revenues available to the paying party.

Please return approved agreement to: Procurement Director - rshernandez@esc19.net & lhernando@esc19.net
ESC-Region 19 Allied States Cooperative
 6611 Boeing Drive, El Paso, TX 79925

Purchasing Cooperative Member

 Name of District/Agency

 Name of Authorized Person

 Signature of Authorized Person

_____ Title _____ Date

Region 19 Education Service Center

Armando Aguirre, Ed.D.

 Authorized Signature

_____ Date

PURCHASE ORDER CONTACT

1. _____
 Name

 Email

2. _____
 Name

 Email

 Address:

 City State Zip

 Telephone Fax





CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: September 9, 2024

PRESENTED BY: Teclo J. Garcia, MEDC CEO

AGENDA ITEM: Approval of Ordinance # _____ adopting the Mission Economic Development Authority Fiscal Year 2024-2025 Annual Budget – T. Garcia

NATURE OF REQUEST:

Attached is Resolution # 2024-01 that was approved by MEDA on Wednesday, August 28, 2024. I am recommending approval of the MEDA Budget.

Attached are budget documents for your review.

Mission Economic Development Authority Appropriations - \$1,845,961

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
ADOPTING APPROPRIATIONS FOR THE SUPPORT OF THE MISSION ECONOMIC
DEVELOPMENT AUTHORITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024
AND ENDING SEPTEMBER 30, 2025**

WHEREAS, the Mission Economic Development Authority budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025 was duly filed with the City Secretary and presented to the Mission Economic Development Authority Board on August 28, 2024.

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

SECTION 1

That the appropriations for the fiscal year beginning October 1, 2024 and ending September 30, 2025 for the support of the Authority be fixed and determined of said term in accordance with the expenditures shown in the Authority’s Fiscal Year 2024-2025 budget, a copy of which is attached hereto and made a part hereof for all purposes.

SECTION 2

That the submitted budget, is hereby approved in all respects and adopted as the Authority’s budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025 in the amount of \$1,845,961.

PASSED AND APPROVED on this reading, this the 9th day of September, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

RESOLUTION NO. 2024-01

A RESOLUTION OF THE MISSION ECONOMIC DEVELOPMENT AUTHORITY, INC., (MEDA) OF THE CITY OF MISSION, TEXAS MAKING APPROPRIATIONS FOR THE SUPPORT OF THE AUTHORITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AND ADOPTING THE ANNUAL BUDGET FOR THE 2025 FISCAL YEAR

WHEREAS the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, was duly filed with the City Secretary, and presented to the Mission Economic Development Authority, Inc.'s Board of Directors on August 28, 2024.

NOW, THEREFORE, BE IT RESOLVED BY MISSION ECONOMIC DEVELOPMENT AUTHORITY, INC., OF THE CITY OF MISSION, TEXAS THAT:

SECTION 1.

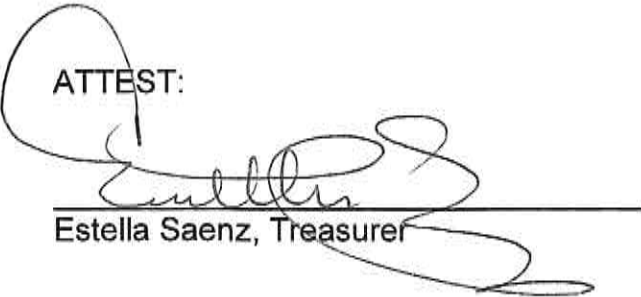
That the appropriations for the fiscal year beginning October 1, 2024, and ending September 30, 2025, for the support of the Authority be fixed and determined for said terms in accordance with the expenditures shown in the Authority's Fiscal Year 2025 budget.

SECTION 2.

That the submitted budget is hereby approved in all respects and adopted as the Authority's budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, in the amount of \$1,845,961.

PASSED AND APPROVED on this reading, this the 28th day of August, 2024.


Richard Hernandez, Chair

ATTEST:

Estella Saenz, Treasurer

**CITY OF MISSION, TEXAS
MEDA FUND
FISCAL YEAR 2025**

	Adjusted FY 2023 Actual	FY 2024 Original Budget	FY 2024 Amended Budget	FY 2024 Estimate	FY 2025 Dept Budget Request	FY 2025 Board Recomm.	FY 2025 Budget Approved
UNRESEVED, UNDESIGNATED FUND BALANCE	\$ 470,711	\$ 476,043	\$ 476,043	\$ 1,410,296	\$ 1,895,861	\$ 1,895,861	\$ 1,895,861
ESTIMATED REVENUES:							
83-300-36050 Interest on Investments	-	100	100	-	5,000	5,000	5,000
83-300-36100 Interest on Demand Dep.	-	-	-	-	100	100	100
83-300-36000 Miscellaneous	-	-	-	2,000	-	-	-
Total Interest	-	100	100	2,000	5,100	5,100	5,100
Other Financing Resources							
83-300-39003 Gains/Losses on sale of land	1,138,158	700,000	700,000	484,852	50,000	50,000	50,000
Total Other Financing Resources	1,138,158	700,000	700,000	484,852	50,000	50,000	50,000
TOTAL AVAILABLE RESOURCES	\$ 1,608,869	\$ 1,176,143	\$ 1,176,143	\$ 1,897,148	\$ 1,950,961	\$ 1,950,961	\$ 1,950,961
APPROPRIATIONS:							
83-410 Administrative	198,574	38,000	38,000	1,287	105,000	105,000	105,000
Total Appropriations	198,574	38,000	38,000	1,287	105,000	105,000	105,000
UNRESEVED, UNDESIGNATED FUND BALANCE	\$ 1,410,296	\$ 1,138,143	\$ 1,138,143	\$ 1,895,861	\$ 1,845,961	\$ 1,845,961	\$ 1,845,961

**CITY OF MISSION, TEXAS
BUDGET
FISCAL YEAR 2025**

Fund No.: MEDA
Function: DEVELOPMENT
Department: MEDA (410)

Account Description	Account Object	Adjusted FY 2023 Actual	FY 2024 Original Budget	FY 2024 Amended Budget	FY 2024 Estimate	FY 2025 Dept Budget Request	FY 2025 Board Recomm.	FY 2025 Budget Approved
PURCHASED PROF. & TECHNICAL SERV.								
Other Professional Services	34499	12,433	15,000	15,000	-	65,000	65,000	65,000
SUBTOTAL		12,433	15,000	15,000	-	65,000	65,000	65,000
OTHER SERVICES & CHARGES								
Land and Right-of-ways Maintenance	44627	7,226	8,000	8,000	1,287	25,000	25,000	25,000
SUBTOTAL		7,226	8,000	8,000	1,287	25,000	25,000	25,000
SUPPLIES								
Office Supplies	64140	-	-	-	-	-	-	-
SUBTOTAL		-	-	-	-	-	-	-
MISCELLANEOUS:								
Incentive Programs	94600	178,915	15,000	15,000	-	15,000	15,000	15,000
Depository Charges	94715	-	-	-	-	-	-	-
Taxes	94720	-	-	-	-	-	-	-
Mission Economic Development Corporation	95115	-	-	-	-	-	-	-
SUBTOTAL		178,915	15,000	15,000	-	15,000	15,000	15,000
TOTALS		\$ 198,574	\$ 38,000	\$ 38,000	\$ 1,287	\$ 105,000	\$ 105,000	\$ 105,000



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: September 9, 2024

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

AGENDA ITEM: Authorization to submit a grant application for the Resilient Communities Program administered by the Texas General Land Office in the amount of \$300,000 with no match requirement - Elizalde

NATURE OF REQUEST:

Staff is seeking authorization to submit a grant application for the Resilient Communities Program (RCP) administered by the Texas GLO in the amount of \$300,000. The program allows the funding for the development, adoption, and implementation of modern and resilient building codes and flood damage prevention ordinances to ensure that structures built within the community can withstand future hazards. The city will pursue planning and public service activities for the purpose of developing a disaster recovery plan and activities leading to an increase in community knowledge and/or the National Flood Insurance Program's voluntary Community Rating System's (CRS) incentive program. The grant program has no match requirement.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



RESILIENT COMMUNITIES PROGRAM

Texas General Land Office
Community Development & Revitalization

The Texas General Land Office (GLO) allocated up to \$100 million in Community Development Block Grant Mitigation (CDBG-MIT) funds for the Resilient Communities Program (RCP). The RCP will fund the development, adoption, and implementation of modern and resilient building codes and flood damage prevention ordinances to ensure that structures built within the community can withstand future hazards.

More information and the application are available
at recovery.texas.gov/rcp.

Communities are encouraged to also learn about RCP's companion program, the Local Hazard Mitigation Plans Program (LHMPP), which is actively accepting applications. Visit LHMPP's web page at recovery.texas.gov/mitigation/lhmpp.

▶ Eligibility Criteria

Applications will have a maximum of \$300,000 per applicant, first-come first-served.

At least 50% must address mitigation needs in the CDBG-MIT most impacted and distressed (MID) areas identified by the United States Department of Housing and Urban Development (HUD).

▶ Eligible Applicants

Units of local government (e.g., cities, counties, federally recognized tribes, and councils of governments) located in a CDBG-MIT eligible area. Entity must have legal authority to adopt and enforce the building code, zoning ordinance, land use plan, and/or comprehensive plan proposed in the RCP application.

Planning Activities

Develop, update, adopt, and implement:

- **BUILDING CODES** that meet or exceed International Residential Code (IRC) edition 2012;
- **FLOOD DAMAGE PREVENTION ORDINANCES**
 - Must require new structures to be at least 2-feet above base flood elevation;
- **ZONING ORDINANCES**
 - based upon a land use plan or comprehensive plan; and
- Forward-looking **LAND USE PLANS** and/or **COMPREHENSIVE PLANS** that integrate hazard mitigation planning.

Public Service Activities

Activities leading to an increase in community knowledge and/or the National Flood Insurance Program's voluntary Community Rating System's (CRS) incentive program.

Examples include education and outreach campaigns that alert communities and beneficiaries to mitigation opportunities and best practices.

Public Service activities must meet a HUD national objective.

▶ Technical Assistance

RCP staff is available to assist potential applicants with understanding how the program can best assist in meeting the needs of the community with regard to mitigation activities, such as modern building code adoption, that increase the resilience and reduce the likelihood of losses of life and property from future disasters.

 RCP Contact information: (512) 770-4900

 rcp.glo@recovery.texas.gov



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: September 9, 2024

PRESENTED BY: Susana De Luna, Planning Director

AGENDA ITEM: Preliminary Plat Approval: Crystal Estates Phase IV Section 1 Subdivision, Being a 7.489 acre parcel of land, out of Lot 27-1, West Addition to Sharyland, R-2, Developer: DG & GG Investments, LLC, Engineer: Ever Engineering, LLC, - De Luna

NATURE OF REQUEST:

On September 4, 2024, the Planning and Zoning Commission held a Public Hearing to consider the Preliminary & Final Plat Approval for Crystal Estates Phase IV Section 1 Subdivision. The subject site is located east of Inspiration Road approximately 1,400' south of W. 2 Mile Road. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval of the subdivision and denial of the requested variance to use suggested street names requested by the owner and keep the existing City's continued and aligned street names.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Staff recommends approval subject to: 1) Water District Exclusion; 2) Conveyance or Payment of Water Rights/Fee; and 3) Denial of the requested variance to use suggested street names requested by the owner and keep the existing City's continued and aligned street names as noted on the Code of Ordinances/Chapter 98 – SUBDIVISIONS, Sec. 98-134. – Streets. (n) Street names.

Departmental Approval: N/A

Advisory Board Recommendation: Approval and denial of the requested variance.

City Manager's Recommendation: Approval and denial of variance request *MRP*

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ITEM # 2.0**PRELIMINARY & FINAL
PLAT APPROVAL:**

Crystal Estates Phase IV Section 1 Subdivision
Being a 7.489-acre parcel of land, out of Lot 27-1,
West Addition to Sharyland
R-2
Developer: DG & GG Investments, LLC
Engineer: Ever Engineering, LLC

REVIEW DATA**PLAT DATA**

The proposed subdivision is located east of Inspiration Rd. approximately 1,400' south of W. 2 Mile Road. – see **vicinity map**. The developer is proposing twenty-four (24) Duplex - Fourplex lots. - see plat for actual dimensions, square footages, and land uses.

VARIANCE

The developer is requesting to change the following street names:
Estevan St. to Britney St. / Gabriel St. to Bailey St.

Note:

*Code of Ordinances / Chapter 98 - SUBDIVISIONS, Sec. 98-134. - Streets. (n) Street names.
Names of new streets shall not duplicate or cause confusion with the names of existing streets, unless the new streets are a continuation of or in alignment with existing streets, in which case names of existing streets shall be used, and shall conform to the existing street naming system.*

WATER

The developer shall connect to an existing 12" water line located along the west side of Inspiration Rd. and extend into the subdivision. The water line will be a main 8" looped line providing water service for each lot. There are 2 proposed fire hydrants via direction of the Fire Marshal's office. – see **utility plan**

SEWER

Sanitary sewer service for this subdivision will tie into a proposed manhole located within the Inspiration Rd. ROW. The sewer line will extend into the subdivision collect from each lot through a 6" stub out into the proposed 8" sewer main line. The Capital Sewer Recovery Fee has been paid and credited to the account.

STREETS & STORM DRAINAGE

The proposed internal street is a 32' back-to-back within a 50' Right of Way. Access will be from Inspiration Rd.

The development will utilize 2 proposed detention ponds to mitigate the increase in runoff for the 50-year development conditions to below the 10-year existing conditions. The development will add impervious cover to the site and increase flows. However, flow rates for runoff leaving the site will be less than existing conditions due to the proposed detention ponds. Therefore, the runoff resulting from the proposed development will not produce a significant adverse impact to other properties, habitable structures, or drainage infrastructure systems downstream. The City Engineer has reviewed and approved the drainage report.

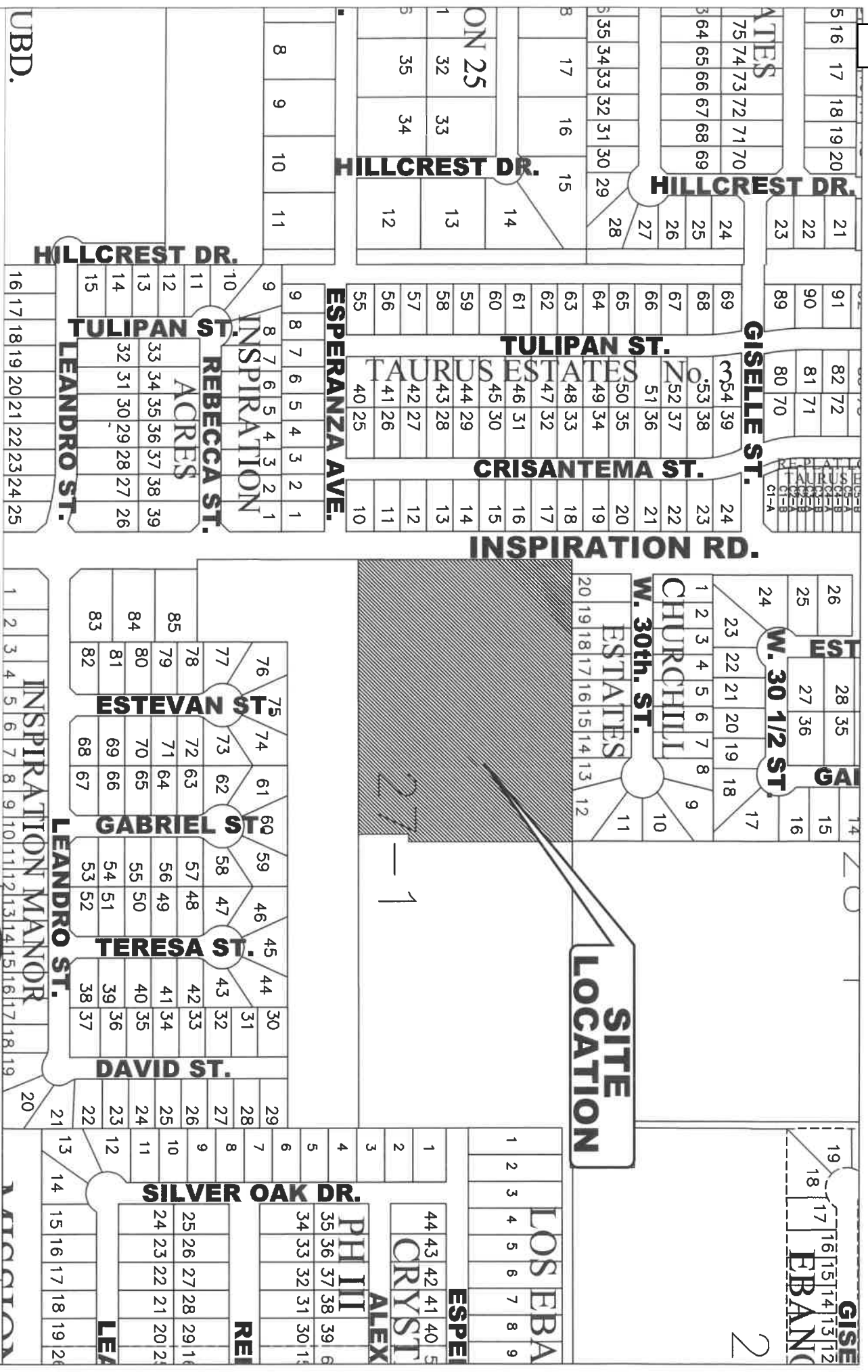
OTHER COMMENTS

- Installation of street lighting as per City Standards
- Park Fees have been paid and credited to the account
- Water District Exclusion
- Conveyance or Payment of Water Rights
- Must comply with all other format findings.

RECOMMENDATION

Staff recommends approval subject to:

1. Water District Exclusion
2. Conveyance or Payment of Water Rights/Fee
3. Denial of the requested variance to use suggested street names requested by the owner and keep the existing City's continued and aligned street names as noted on the Code of Ordinances / Chapter 98 - SUBDIVISIONS, Sec. 98-134. - Streets. (n) Street names.



SITE LOCATION

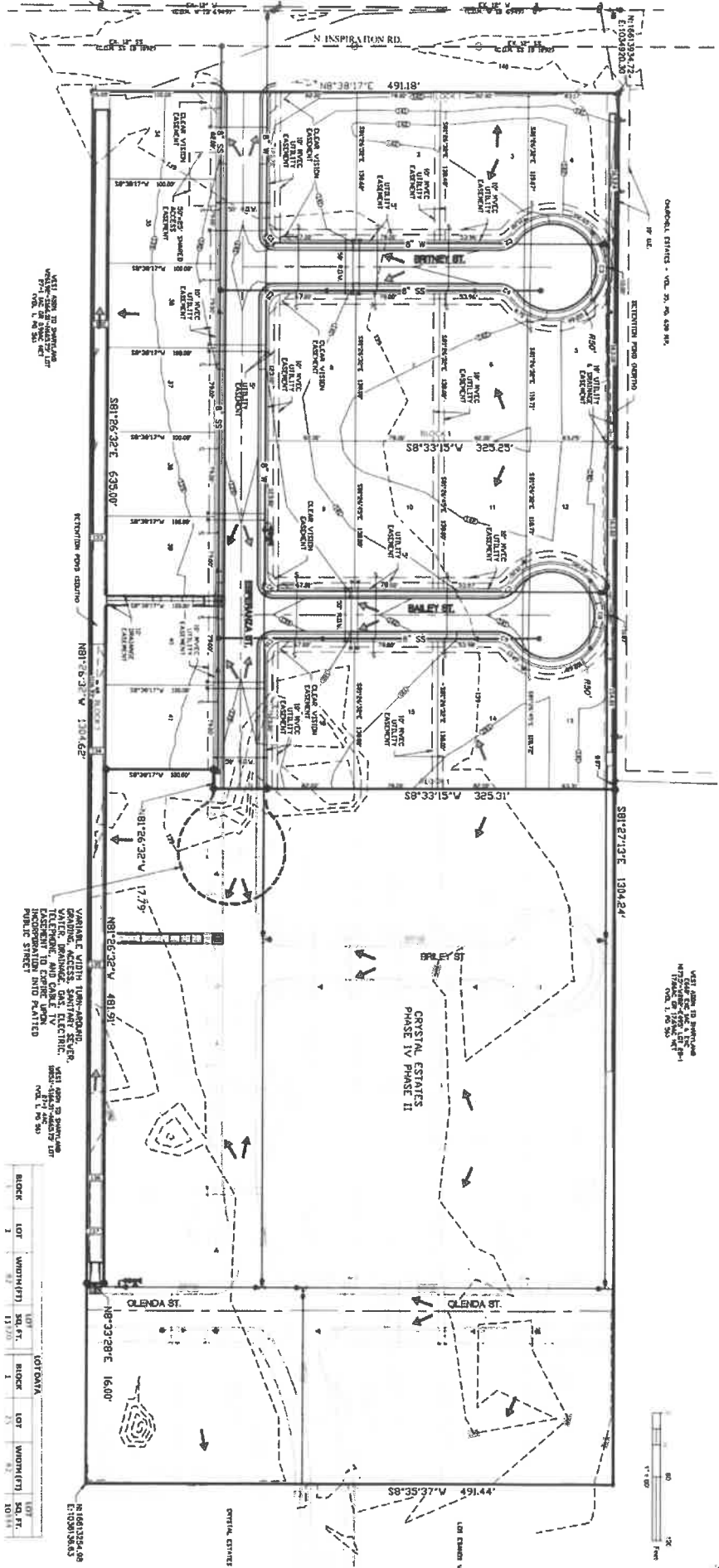
2



CITY OF MISSION
 HIDALGO COUNTY, TEXAS
 1201 E. 8th Street
 MISSION, TX 78372
 PH: (956) 580-8672
 FAX: (956) 580-8680

No. _____



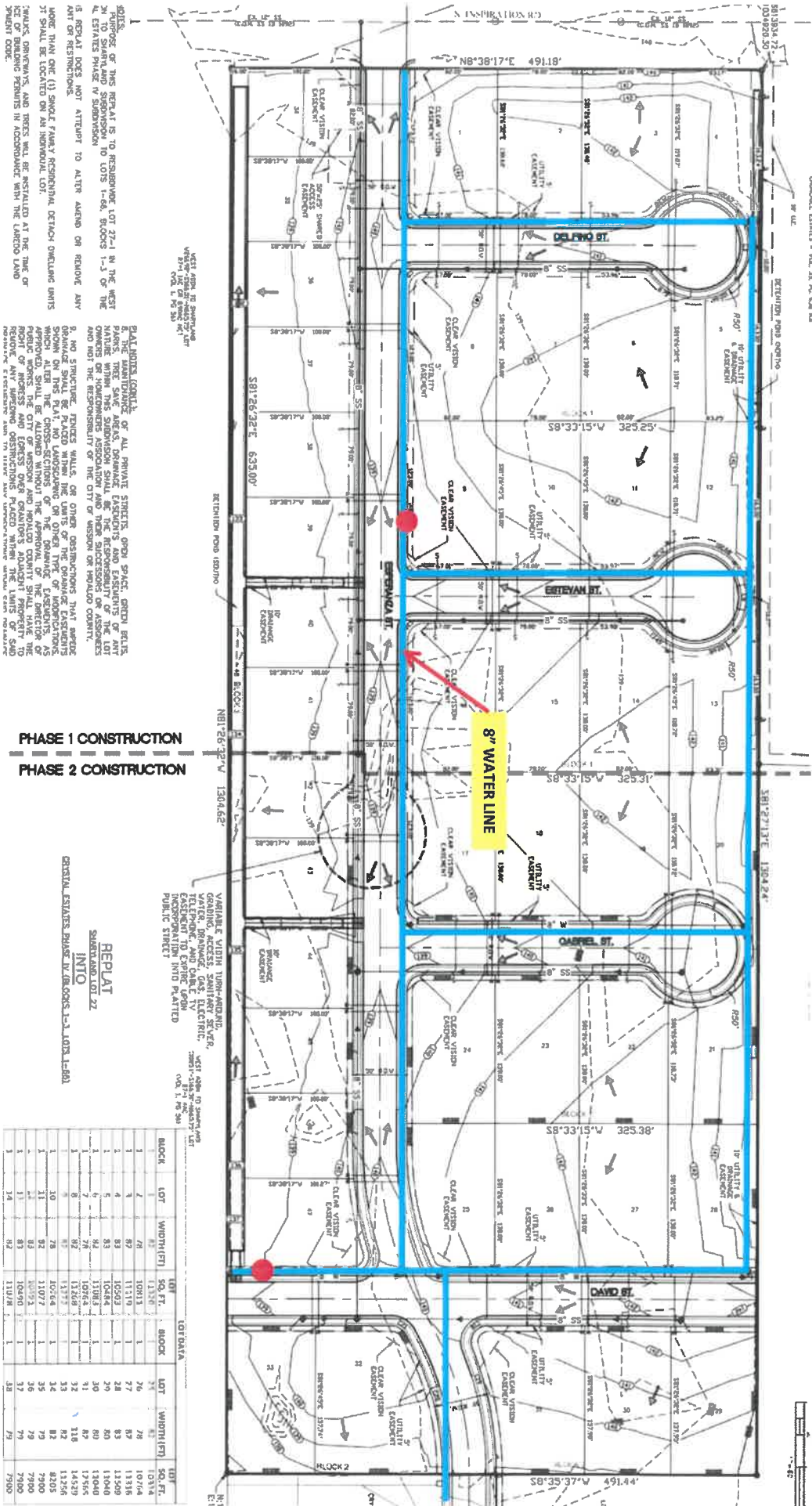


BLOCK	LOT	WIDTH (FT)	SQ. FT.	BLOCK	LOT	WIDTH (FT)	SQ. FT.
1	1	117.00	13,200	1	2	117.00	13,200

VERTICAL CURVE DATA
 100' CHAIN
 1.00% GRADE
 1.00% GRADE
 1.00% GRADE

VARIABLE WITH TURN-AROUND.
 GRADING ACCESS, SWARTNEY SEWER,
 TELEPHONE, AND CABLE TV
 EASEMENT TO DRIVE UNDER
 PUBLIC STREET AND PLANTING

VERTICAL CURVE DATA
 100' CHAIN
 1.00% GRADE
 1.00% GRADE



PHASE 1 CONSTRUCTION
 PHASE 2 CONSTRUCTION

REPAIR
 INTO
 EXISTING UTILITY PHASE IV (BLOCKS 1-3, LOTS 1-88)

BLOCK	LOT	WIDTH (FT)	SO. FT.	BLOCK	LOT	WIDTH (FT)	SO. FT.
1	1	76	10813	1	1	76	10814
1	2	77	11119	1	2	77	11316
1	3	83	10593	1	3	83	11509
1	4	83	10884	1	4	83	11940
1	5	83	10962	1	5	83	12596
1	6	82	11366	1	6	82	13596
1	7	78	10764	1	7	78	14329
1	8	82	11877	1	8	82	15205
1	9	83	12073	1	9	83	16200
1	10	82	12472	1	10	82	17300
1	11	83	12873	1	11	83	18500
1	12	82	13374	1	12	82	19800
1	13	83	13875	1	13	83	21200
1	14	82	14376	1	14	82	22700

REPAIR OF THIS REPAIR IS TO RESURFACE LOT 22-1 IN THE WEST 2/3 TO SURF AND SUBDIVISION TO LOTS 1-68, BLOCKS 1-3 OF THE 2/3 ESTIMATES PHASE IV SUBDIVISION

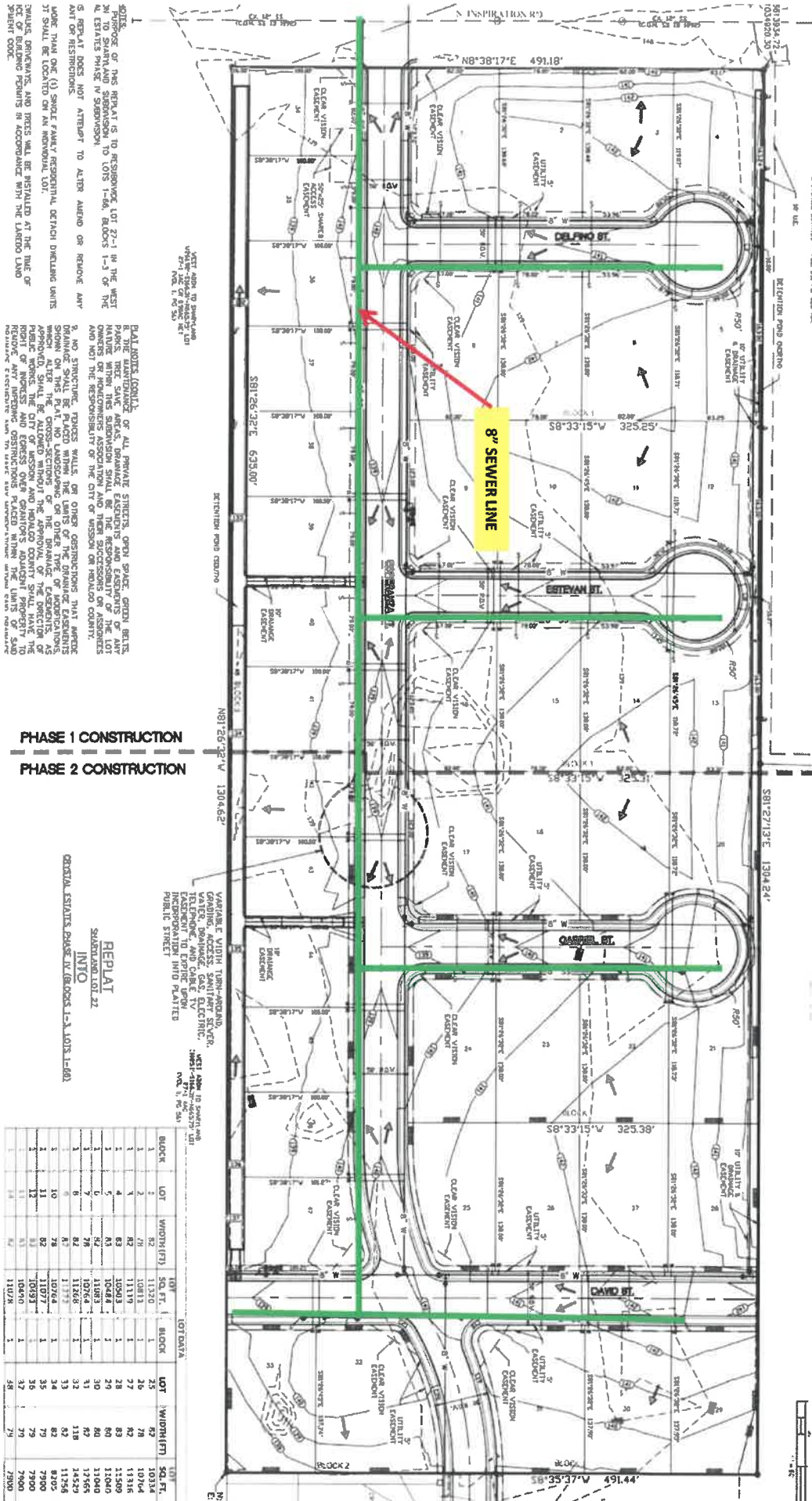
REPAIR DOES NOT ATTEMPT TO ALTER MAIN OR REMOVE ANY MAIN OR RESTRICTIONS

REPAIR SHALL BE LOCATED ON AN INDIVIDUAL LOT

REPAIR SHALL BE LOCATED ON THE TIME OF THE CITY OF HERALD COUNTY SHALL HAVE THE RIGHT TO REMOVE ANY OBSTRUCTIONS PLACED WITHIN THE LOTS OF SAID BLOCKS AND TO REMOVE ANY OBSTRUCTIONS PLACED WITHIN THE LOTS OF SAID BLOCKS

REPAIR SHALL BE LOCATED ON THE TIME OF THE CITY OF HERALD COUNTY SHALL HAVE THE RIGHT TO REMOVE ANY OBSTRUCTIONS PLACED WITHIN THE LOTS OF SAID BLOCKS AND TO REMOVE ANY OBSTRUCTIONS PLACED WITHIN THE LOTS OF SAID BLOCKS

REPAIR SHALL BE LOCATED ON THE TIME OF THE CITY OF HERALD COUNTY SHALL HAVE THE RIGHT TO REMOVE ANY OBSTRUCTIONS PLACED WITHIN THE LOTS OF SAID BLOCKS AND TO REMOVE ANY OBSTRUCTIONS PLACED WITHIN THE LOTS OF SAID BLOCKS



PHASE 1 CONSTRUCTION
 PHASE 2 CONSTRUCTION

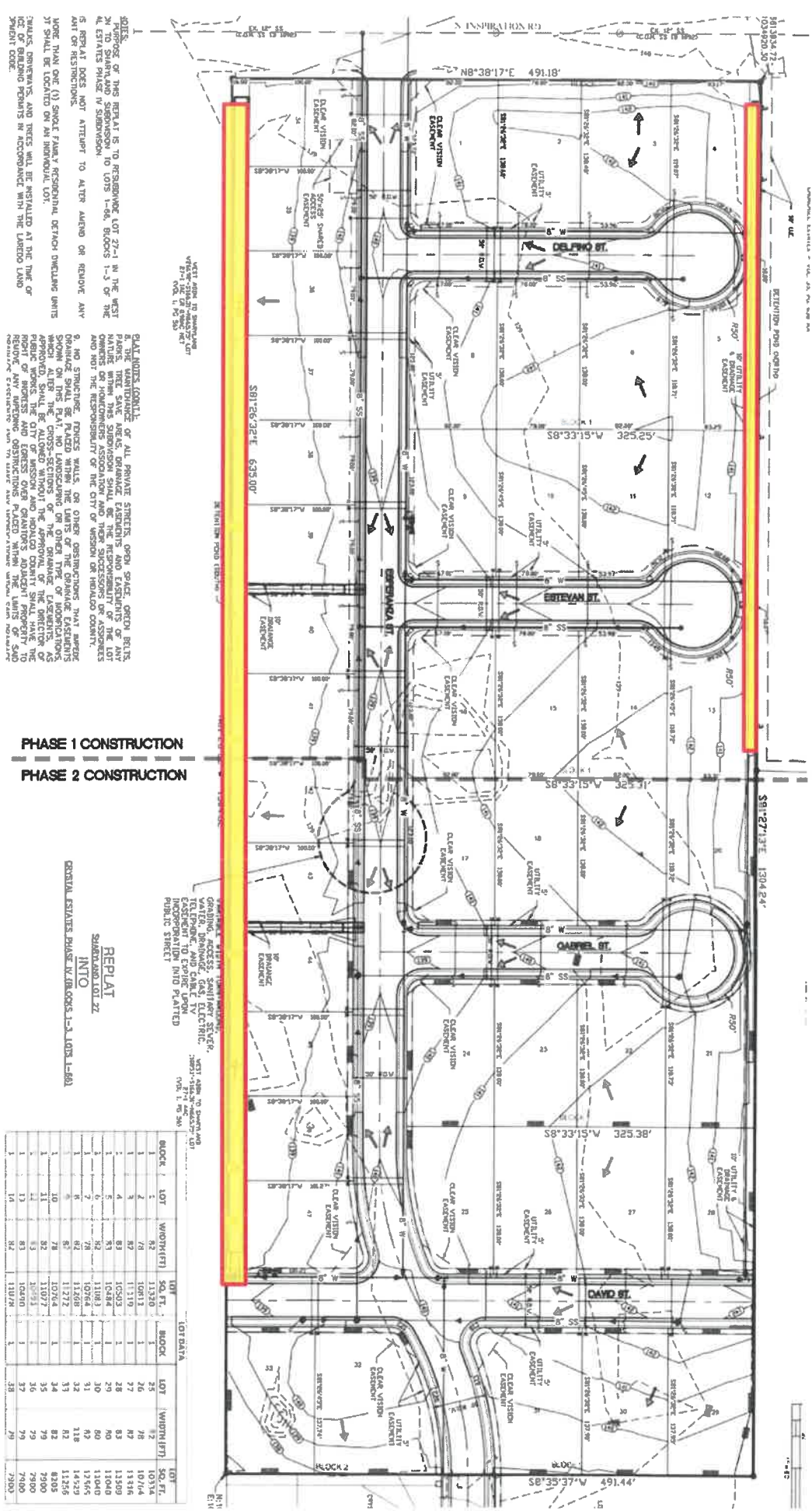
REPAIR
 SUBMITTAL LOT 22
 INFO
 CRISTAL ESTATES PHASE II, LOTS 1-26

LOT	WIDTH (FT)	AREA (SQ. FT.)	BLOCK	LOT	WIDTH (FT)	AREA (SQ. FT.)
1	82	11920	1	25	78	10764
2	78	10813	1	26	78	10764
3	82	11920	1	27	78	10764
4	83	12043	1	28	80	11580
5	81	10808	1	29	80	11580
6	81	10808	1	30	82	12656
7	78	10564	1	31	82	12656
8	82	11068	1	32	118	14829
9	87	11777	1	33	84	12564
10	78	10764	1	34	82	12656
11	83	12043	1	35	79	7900
12	81	10808	1	36	79	7900
13	81	10808	1	37	79	7900
14	81	10808	1	38	79	7900

REPAIR TO BE MADE TO EXISTING UTILITY LINES TO BE LOCATED ON A REPAIR LOT. THE REPAIR SHALL BE MADE IN ACCORDANCE WITH THE LARDO LAND REPAIR CODE.

REPAIR TO BE MADE TO EXISTING UTILITY LINES TO BE LOCATED ON A REPAIR LOT. THE REPAIR SHALL BE MADE IN ACCORDANCE WITH THE LARDO LAND REPAIR CODE.

REPAIR TO BE MADE TO EXISTING UTILITY LINES TO BE LOCATED ON A REPAIR LOT. THE REPAIR SHALL BE MADE IN ACCORDANCE WITH THE LARDO LAND REPAIR CODE.



PHASE 1 CONSTRUCTION
PHASE 2 CONSTRUCTION

REPLAT
INTO
SECTION 22
ESSENTIAL ESTATES PHASE IN BLOCKS 1-3, LOTS 1-88

BLOCK	LOT	WIDTH (FT)	DEPTH (FT)	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)
1	1	82	11320	928400	928400	928400	928400
1	2	78	10713	835824	835824	835824	835824
1	3	87	11319	974313	974313	974313	974313
1	4	83	10503	871749	871749	871749	871749
1	5	82	11083	908816	908816	908816	908816
1	6	82	10764	882868	882868	882868	882868
1	7	82	11272	924304	924304	924304	924304
1	8	82	10764	882868	882868	882868	882868
1	9	82	11077	908334	908334	908334	908334
1	10	82	11077	908334	908334	908334	908334
1	11	82	11077	908334	908334	908334	908334
1	12	82	11077	908334	908334	908334	908334
1	13	82	11077	908334	908334	908334	908334
1	14	82	11077	908334	908334	908334	908334
1	15	82	11077	908334	908334	908334	908334
1	16	82	11077	908334	908334	908334	908334
1	17	82	11077	908334	908334	908334	908334
1	18	82	11077	908334	908334	908334	908334
1	19	82	11077	908334	908334	908334	908334
1	20	82	11077	908334	908334	908334	908334
1	21	82	11077	908334	908334	908334	908334
1	22	82	11077	908334	908334	908334	908334
1	23	82	11077	908334	908334	908334	908334
1	24	82	11077	908334	908334	908334	908334
1	25	82	11077	908334	908334	908334	908334
1	26	82	11077	908334	908334	908334	908334
1	27	82	11077	908334	908334	908334	908334
1	28	82	11077	908334	908334	908334	908334
1	29	82	11077	908334	908334	908334	908334
1	30	82	11077	908334	908334	908334	908334
1	31	82	11077	908334	908334	908334	908334
1	32	82	11077	908334	908334	908334	908334
1	33	82	11077	908334	908334	908334	908334
1	34	82	11077	908334	908334	908334	908334
1	35	82	11077	908334	908334	908334	908334
1	36	82	11077	908334	908334	908334	908334
1	37	82	11077	908334	908334	908334	908334
1	38	82	11077	908334	908334	908334	908334

Crystal Estates IV Stormwater Management Plan

SITE DESCRIPTION

The Crystal Estates IV site is currently undeveloped and located in Hidalgo County, within the limits of The City of Mission. The property is currently undeveloped and contains negligible existing impervious cover. The property can generally be described as open grassy area along with scattered trees. On-site natural ground slopes were found to be in the 0.5%-2% range. The proposed property is located approximately 1,400' south of the W 2 Mile Road and Inspiration Road intersection as shown on the attached location map (EXH 1). The 14.713-acre tract is bound by single-family residential development and undeveloped land with approximately 500ft of frontage along Inspiration Road.

The soils in this area are mostly fine sandy loam (25) with some sandy clay loam (28), these solils belong to hydrologic group B, which have a moderate infiltration rate when saturated. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission, (reference Exhibit 9).

PROPOSED PROJECT

The proposed project consists of eighteen (47) lots developed for multi-family use including dedicated right-of-way access and a lot dedicated for a proposed detention pond. It will be assumed that the entire site will be used as multi-family development for drainage calculations purposes. This report studies the onsite and offsite basins for the proposed property. This report will show that flows leaving the site for developed-conditions will be less than existing-condition flows with the aid of two proposed detention ponds (see Appendix C).

METHODOLOGY

This report will examine the change in runoff due to the development by utilizing the Rational and Modified Rational methods ($Q=CIA$). Times of concentration were determined through the TR-55 method for small, urban watersheds using the 2-year 24-hour period return and Manning's roughness coefficients from table 3-1. Watersheds were assigned a C-value based on the typical ranges for the land use types provided in Table 3-3 of the "City of McAllen Standard Design Guide for Public Infrastructure Improvements". IDF curves were determined using precipitation frequencies, volumes, and intensities as reflected in NOAA Atlas 14, Volume 11 (A14) for "Mission, Texas". This report models the storm runoff rates for the 10-year and 50-year rainfall events for existing and developed conditions. Runoff leaving the site will be less than or equal to the 10-year existing runoff rate for the 50-year developed condition with the aid of the proposed detention pond.

Crystal Estates IV Stormwater Management Plan

EXISTING DRAINAGE PATTERNS

The site does not contain significant, existing impervious cover and generally drains in one direction, from north to south. A single watershed was defined to model the existing drainage patterns including onsite and offsite drainage. Watershed 1 (WS-1) is 20.10-acres and contains onsite and offsite area. Watershed 1 (WS-1) generally drains from north south onto our property and leaves across the southern property line of the site, as shown on (EXH 5) "Existing Conditions Map". Runoff leaving the site discharges directly to the adjacent undeveloped and single-family residential lots at a rate of **21.37 cfs** for the 10-year rainfall event. The existing watershed consist of single-family residential (C=0.50) and undeveloped land (C=0.15). A composite C-value of 0.19 was calculated to represent the entire watershed. The Watersheds boundary, time of concentration paths, and flow directions can be found on (EXH 5) "Existing Conditions Drainage Map". Detailed hydrologic calculations can be found in Appendix B. Below is a summary of the existing conditions calculations.

Watershed	Area	C	Tc	Flow (cfs)	
	(ac)	(unitless)	(min)	10	50
EXISTING					
WS-1	20.10	0.19	19	21.37	

DEVELOPED DRAINAGE PATTERNS

Watershed 1 (WS-1) will be split into thirteen (12) watersheds, WS-(1-12) to model onsite and offsite storm runoff for developed conditions. All Watershed information can be found on (EXH 6) "Developed Conditions Drainage Map", detailed calculations can be found in Appendix B. Drainage patterns will generally remain the same for developed conditions. Time of concentration paths will increase due to the nature of the development and associated grading. The developed watersheds consist of single-family residential (C=0.50), multi-family "attached" (0.65), and undeveloped land (C=0.15). Composite C-values were assigned where applicable. Flow rates will increase slightly due to the increase in impervious cover for this development. However, Detention Ponds North & South will mitigate the increase in flow rates and reduce the flows leaving the site below existing conditions.

WS (1, 3, 4, & 7) consist of onsite and offsite drainage areas. The watersheds will leave the site un-detained due to the nature of the development. Although the watersheds will see an increase in runoff from the 50-year developed to the 10-year existing runoff conditions, the detention pond will be "over-sized" to mitigate this increase and ultimately decrease the runoff leaving the property as a whole.

WS 2 consists of onsite and offsite drainage areas and will be routed to the proposed Detention Pond North via proposed grading.

Crystal Estates IV Stormwater Management Plan

WS 6 & (8-12) consist entirely of onsite drainage areas and will be routed to the proposed Detention Pond South via curb & gutter and/or drainage channels. The watersheds were calculated at study points and cross-sections throughout the development to adequately design proposed drainage infrastructure. WS 6 & 8 were calculated at study point 1 (SP-1) to model the runoff within the proposed Delfino Street while watersheds 9, 11, & 12 were calculated to model the runoff within the proposed Estevan, Gabriel, and David Streets respectively. Study points (SP 2, 3, & 4) were calculated to adequately size the drainage channels used to convey runoff from the watersheds to the proposed detention pond. Additionally, the onsite watersheds were combined to design the proposed detention pond and will leave the pond at three different locations along the adjacent property line to mitigate the impact to the properties immediately downstream. Detailed calculations for the combined watershed including calculations for the combined watershed thru pond 1 can be found in Appendices B & C of this report. Below is a summary of the existing conditions calculations.

Watershed	Area (ac)	C (unitless)	Tc (min)	Flow (cfs)	
				10	50
DEVELOPED					
WS-1	0.25	0.65	17		1.31
WS-2	5.05	0.33	25		11.01
WS-3	1.97	0.25	25		3.25
WS-4	3.23	0.54	30		10.41
WS-5	0.77	0.65	19		3.86
WS-6	0.89	0.65	20		4.30
WS-7	0.26	0.65	14		1.48
WS-8	1.83	0.65	20		8.84
WS-9	0.96	0.65	20		4.64
WS-10	1.84	0.65	20		8.89
WS-11	0.72	0.65	17		3.77
WS-12	2.31	0.65	21		10.88
SP-1			20		7.94
SP-2 ("A-A")			20		21.42
SP-3 ("B-B")			20		12.00
SP-4 ("C-C")			21		10.88
POND WS COMB.			20		50.73
POND SOUTH			25		7.46
POND NORTH					5.28
TOTAL DEV. RUNOFF					18.78

Total runoff rate leaving the site w/o detention, (50-year developed conditions) = **50.73 cfs**

Total runoff rate leaving the site w/ detention, (50-year developed conditions) = **18.78 cfs**

Crystal Estates IV Stormwater Management Plan

DETENTION POND CHARACTERISTICS

Detention Pond South is a dry, earthen detention pond with modular block walls and a minimum of 0.5% sloped concrete pilot channel bottom. Flow from the combined Pond WS is conveyed to the pond. The pond bottom has a minimum elevation of 131.00 ft with a top of bank set at elevation 138.00 ft. Stage storage tables for Det. Pond South are provided on the Detention Pond Plan, Sheet C9.00, in Appendix C. The pond will utilize a single 12" orifice outfall structure located at the western end of the pond that will discharge directly into a City of Mission public storm sewer located on the west side of Inspiration Road.

Detention Pond North is a dry, earthen detention pond with modular block walls and a minimum of 0.3% sloped concrete pilot channel bottom. Flow from the WS 2 is conveyed to the pond. The pond bottom has a minimum elevation of 136.00 ft with a top of bank set at elevation 139.00 ft. Stage storage tables for Det. Pond North are provided on the Detention Pond Plan, Sheet C9.01, in Appendix C. The pond will utilize a single 12" orifice outfall structure located at the western end of the pond that will discharge directly into a City of Mission public storm Inlet (A-50) located on the east side of Inspiration Road.

The ponds are required to provide enough volume to detain the difference in the 10-year existing and 50-year developed runoff rates which is equivalent to **29.36 cfs (40,130 cf storage)**. The proposed ponds provide approximately **77,456 cf** of storage volume and a discharge rate of **12.47 cfs** combined to further mitigate flows that are allowed to leave the property un-detained. Detailed calculations for flow rates at each outfall structure can be found in the Pond Report within Appendix C. The proposed detention ponds are sized to mitigate the increase in runoff for its contributing watershed in addition to onsite watersheds not conveyed to the pond. All calculations including hydrographs for flows leaving the pond can be found in Appendix C.

FLOODPLAIN

The proposed property is not located within any FEMA 100-year effective floodplain zone. However, the City of Mission requires that all development within the FEMA Estimated Base Flood Elevation (estBFE) maps be designed so that no habitable structures are below the estimated base flood elevations. According to community panel No. 4803340400 (EXH 3), revised November 16, 1982, the property is not within flood hazard Zone A or similar zones. According to the FEMA BFE Map (EXH 10), the property is in a High risk (1% flood zone) and all structures on site shall have a finished floor elevation greater than 141.20 ft.


CONCLUSIONS

The 10-year existing conditions runoff rate is **21.37 cfs**, and the 50-year developed conditions runoff rate is **50.73 cfs** for the contributing watershed. However, the development will utilize two proposed detention ponds to mitigate the increase in runoff for the 50-year developed conditions

**Crystal Estates IV
Stormwater Management Plan**

to below the 10-year existing conditions, **(18.78 cfs)**. In general, the proposed development will add impervious cover to the site an increase flows. However, flow rates for runoff leaving the site will be less than existing conditions due to the proposed Detention Ponds. Therefore, the runoff resulting from the proposed development will not produce a significant adverse impact to other properties, habitable structures, or drainage infrastructure systems downstream.



<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 lozano</u>	<u>6/5/23</u>
H.C.D.D. NO. 1	DATE

July 26, 2024

City of Mission Zoning Commission
1201 E. 8th Street
Mission, TX 78572

Members of the Zoning Board,

We are writing on behalf of Keystone Construction, the developer of the new subdivision known as Crystal Estates in Mission, Texas off Inspiration Road. We are requesting a variance to change the names of the streets within the subdivision.

The original names assigned to the streets are as follows:

- Estevan St.
- Gabriel St.
- Teresa St.
- David St.

We respectfully request the following changes to the street names:

- Estevan St. to Glenda St.
- Gabriel St. to Britany St.
- Teresa St. to Bailey St.
- David St. to Briley St.

We have conducted a brief search, and the names proposed do not seem to be in use within the city limits of Mission, Texas.

We kindly ask the Zoning Board to consider our request for this variance. We appreciate your time and attention to this matter and are available to provide any additional information or answer any questions you may have.

Thank you for your consideration.

Respectfully,

DG & GG INESTMENTS, LLC.
glendagaona@gmail.com
(956) 583-5334



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: September 9, 2024

PRESENTED BY: Mary Hernandez, Veteran's Cemetery Director

AGENDA ITEM: Approval of the Cemetery Management and Operation Interlocal Cooperation Agreement between The Texas General Land Office and The Veterans Land Board (VLB) and the City of Mission, Texas pursuant to Texas Government Code, Chapter 791 (Interlocal Cooperation Act) – M. Hernandez

NATURE OF REQUEST:

On 08/27/2024 the City of Mission received the Agreement from the VLB to enter into a five-year term effective October 1, 2024 through September 30, 2029 pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Maintenance and Operation Budget will be \$800,000.00 for FY24-25. The City will be completing it's fourth year operating the Veteran's Cemetery September 2024.

BUGETED: FY 24/25 **FUND:** _____ **ACCT. #:** _____

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



**CEMETERY MANAGEMENT AND OPERATION INTERLOCAL COOPERATION
AGREEMENT**

BETWEEN

THE TEXAS GENERAL LAND OFFICE AND THE VETERANS LAND BOARD,

AND

THE CITY OF MISSION, TEXAS

GLO CONTRACT No. 25-019-000-E744

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**MANAGEMENT AND OPERATIONS INTERLOCAL COOPERATION
AGREEMENT
FOR THE RIO GRANDE VALLEY STATE VETERANS CEMETERY**

This management and operations interlocal cooperation agreement (the “Contract”) is executed between the **TEXAS GENERAL LAND OFFICE** and the **VETERANS LAND BOARD**, each an agency of the State of Texas (collectively “the Board”), and **THE CITY OF MISSION, TEXAS** (“Provider”), each a “Party” and collectively as “the Parties,” enter into the following agreement for Cemetery Management and Operation services (the “Contract”) pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

RECITALS

WHEREAS, the Board has selected Provider to engage in the Management and Operation services at the Rio Grande Valley State Veterans Cemetery located in Mission, Texas (the “Veterans Cemetery”);

WHEREAS, the Board desires to engage Provider to perform Management and Operation services at the Rio Grande Valley State Veterans Cemetery on behalf of the Board; and

WHEREAS, subject to the terms and provisions set forth below and for receipt of the consideration provided for in this Contract, Provider desires to assume, and the Board is willing to grant Provider, responsibility for Management and Operation services at the Veterans Cemetery;

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants of the Parties set forth in this Contract, the receipt and sufficiency of which are expressly acknowledged by each of Parties, it is hereby agreed as follows:

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 DEFINITIONS

Unless the context clearly requires otherwise, the capitalized terms defined below shall have the following meanings:

“[Administrative and Audit Regulations](#)” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract which may include Title 2 Part 200 and Title 38 Part 39 of the Code of Federal

Regulations, Chapters 321 and 691 of the Texas Government Code, and the requirements of **ARTICLE VII** of this Contract.

“[Affiliate](#)” means any individual or entity that, directly or indirectly, is in control of, is controlled by, or is under common control with, Provider or the Board. Provider or the Board shall be deemed to control another entity if either possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting securities, membership interests, by contract, or otherwise.

“[Applicable Law](#)” means any law, statute, ordinance, rule, regulation, or any recorded covenant or deed restriction applicable to the Veterans Cemetery.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically, within the body of this Contract.

“[Board’s Project Manager](#)” means the designated Board employee who is responsible for the management of the Contract.

“[BOSS](#)” means the U.S. Department of Veterans Affairs Burial Operations Support System.

“[Capital Equipment](#)” means Equipment excluding Consumables and Information Technology Equipment, the cost of which for a single unit equals or exceeds \$1,000.00 before taxes, if applicable.

“[Capital Expenditures](#)” means expenditures for Capital Equipment and/or Capital Improvements.

“[Capital Improvement](#)” means any Improvement, the cost of which for a single Improvement is equal to or exceeds \$1,000.00 before taxes, and/or (ii) any Improvement, the cost of which for a single addition or alteration is less than \$1,000.00 but is required in multiples the aggregate cost of which exceeds \$1,000.00, before taxes, if applicable.

“[Consumables](#)” means all goods including, without limitation, office supplies, paper products, fertilizer, chemicals, fuels, oils, lubricants, paint, sealant, grass seed, flowers, plants, and any other Non-Capital Expenditures that are routinely used and replenished, as required to operate the Veterans Cemetery. Consumables shall be characterized as an Operating Expense.

“[Contract](#)” means this Management and Operations Agreement.

“[Date of Separation](#)” means Provider’s last day of physical operation at the Veterans Cemetery under this Contract.

“[Equipment](#)” means all items necessary for the operation of the Veterans Cemetery, including tractors, mowers, excavation equipment, hand and machine tools, spare or replacement machine parts or other items necessary for maintenance of buildings and grounds. “Equipment” does not include Consumables or Information Technology Equipment.

“Event of Default” means those events enumerated in **ARTICLE IX** of this Contract.

“Force Majeure” means the occurrence of any of the following for the period of time, if any, that the performance of Provider or the Board’s material obligations under this Contract are actually, materially, and reasonably delayed or prevented thereby:

- (i) acts of God;
- (ii) the enactment, imposition, or modification of any Applicable Law which occurs after the effective date of this Contract and that prohibits or materially impedes the performance of a party’s material obligations under this Contract;
- (iii) the confiscation, seizure, or condemnation of the Veterans Cemetery by any governmental agency;
- (iv) arrests or other restraints of government (civil or military, but excluding restraints on the performance of a party’s material obligations under this Contract occurring as a result of any violations by the party claiming the right to delay performance of the terms and provisions of this Contract);
- (iv) blockades, insurrections, riots, or civil disturbances; epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, wash-outs, explosions, nuclear reaction, radiation, or radioactive contamination; acts or the failure to act of any governmental agency (exclusive of the Board’s actions pursuant to this Contract); or
- (v) any other causes, whether of the kind herein enumerated or otherwise, which are not reasonably within the control of the party (or any Affiliate actually controlled by such party) claiming the right to delay performance on account of such occurrence and which, in any event, are not foreseeable or a result of the negligence or willful misconduct of, or in the control of, the party (or its Affiliates) claiming the right to delay performance on account of such occurrence.

Force Majeure shall not include:

- (i) increases in costs of materials for operations of the Veterans Cemetery or other costs required to be paid by a Party in the performance of its obligations under this Contract;
- (ii) a Party’s financial inability to perform (including when caused by failure of government authority to act); or
- (iii) the impact of weather conditions to the extent normally encountered in the Mission, Texas area not listed in (v) of the definition of Force Majeure above.

“GAAP” means “generally accepted accounting principles.”

“GASB” means the Governmental Accounting Standards Board.

“[HSP](#)” means the HUB Subcontracting Plan as described in Chapter 2161, Subchapter F of the Texas Government Code and related provisions of the Texas Administrative Code.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Improvement](#)” means any addition or alteration of the buildings or grounds of the Veterans Cemetery.

“[Information Technology Equipment](#)” means all hardware, computers, computer components (monitors, mice, keyboards, memory, storage drive(s), media, etc.) routers, network equipment, transmission equipment, cabling, wiring, and software.

“[Insolvency Proceeding](#)” means, with respect to Provider:

- (i) any case, action, or proceeding with respect to Provider before any court or other governmental authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up, or relief of debtors; or
- (ii) any general assignment for the benefit of creditors, composition, marshalling of assets for creditors, or other similar arrangement with respect to its creditors generally, or any substantial portion of its creditors; undertaken under U.S. Federal, state, or foreign law, including the Bankruptcy Code.

“[Maintenance](#)” means performing all scheduled, routine, and preventive maintenance on all headstones, Equipment, Improvements, and appurtenances thereto, and maintaining them in at least as good a condition as that in which they were delivered, allowing for reasonable wear and tear, but excluding Repairs.

“[Material Compliance](#)” means to comply with any essential element(s) proscribed or directed by any statute, regulation, procedure, and/or standard pertaining to this Contract.

“[NCA](#)” means the National Cemetery Administration of the VA.

“[Non-Capital Equipment](#)” means any Equipment that is not Capital Equipment.

“[Non-Capital Improvements](#)” means any Improvement that is not a Capital Improvement.

“[OAR](#)” means an operator action request that Provider must submit to the Board when requesting approval to undergo construction, purchase Capital Equipment, make Capital Expenditures, purchase Capital Improvements, or for any other purchases or improvements that the Board has agreed to reimburse.

“[On-Site Representative](#)” means the designated Board employee who may maintain an office in the Veterans Cemetery (at the expense of the Board’s Administration services provider) to oversee the operations of the Veterans Cemetery on behalf of the Board.

“Operating Expenses” means all expenses associated with the operation and management of the Veterans Cemetery except Capital Expenditures and depreciation.

“Operating Manual” means the *Texas Veterans Land Board Cemetery Manual* for the operation of the Veterans Cemetery, delivered to Provider as of the execution of the Contract and as may be amended from time to time, and incorporated herein for all purposes as if physically attached.

“Provider” means THE CITY OF MISSION, TEXAS, the entity contracted to provide Management and Operation services at the Veterans Cemetery, as set forth in this Contract.

“Provider’s Fee” means the monthly fee payable by the Board to Provider.

“Regulatory Agency/Agencies” means the VA, the NCA, the Texas Health and Human Services Commission (“HHSC”), and any other applicable governmental agency.

“Repair” means to restore to proper working condition any Equipment or Improvement.

“Transition Plan” means a comprehensive plan to transition the Management and Operation services at the Veterans Cemetery to a successor vendor upon the expiration or termination of this Contract for any reason, which plan shall cover a period not to exceed one hundred twenty (120) days, unless otherwise provided for in this Contract.

“VA” means the United States Department of Veterans Affairs.

“Utilities” means water, wastewater, natural gas, electricity, sewer, fuels (including diesel oil, propane, and gasoline), telephone, cable television or satellite system, and garbage disposal.

“Veterans Cemetery” means the Rio Grande Valley State Veterans Cemetery located in Mission, Texas.

“Veterans Cemetery Records” means all of the books and records pertaining to the operation of the Veterans Cemetery.

1.02 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision section, exhibit, or schedule of this Contract unless otherwise specified;
- (c) The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to agreements (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent such amendments and

- other modifications are not prohibited by the terms of this Contract; and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
 - (e) All attachments referenced in this Contract are either attached hereto physically or are incorporated by reference, and are considered part of the terms of this Contract;
 - (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative, and each shall be performed in accordance with its terms;
 - (g) Unless otherwise expressly provided, any reference to any action of the Board or by the Board by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding sentence, any approval, consent, or waiver required by or requested of the Board shall not be unreasonably withheld.
 - (h) Unless otherwise expressly provided, if any provision under this Contract states that Provider must comply with all requirements of a statute, regulation, Regulatory Agency, or similar standard, such provision shall mean that Provider must be in Material Compliance with such requirements; and
 - (i) In the event of conflicts or inconsistencies between this Contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the Contract and attachments in the following order of priority: the Contract then attachments to the Contract in the following order: **ATTACHMENT C, ATTACHMENT A, ATTACHMENT B, ATTACHMENT G, ATTACHMENT D, ATTACHMENT E, and ATTACHMENT F.**

1.03 ACCOUNTING PRINCIPLES

Unless the context otherwise clearly requires, all accounting terms shall be construed, and all financial computations required under this Contract shall be made, in accordance with GAAP or GASB, as applicable, consistently applied.

ARTICLE II. AUTHORITY AND CONDITIONS PRECEDENT

2.01 PROVIDER AS MANAGEMENT AND OPERATIONAL SERVICES VENDOR

The Board hereby engages Provider, and Provider, on behalf of the Board, hereby accepts such engagement and agrees to provide management and operational services at the Veterans Cemetery on the terms and conditions set forth in this Contract and such services shall be payable from current revenues available to the Provider.

2.02 RELATIONSHIP OF THE PARTIES

The relationship of the Parties shall be that of the Board as owner and of Provider as independent contractor. All acts performed by Provider during the term of this Contract shall be deemed to be performed in Provider's capacity as an independent contractor. Nothing contained in this Contract is intended to, or shall be construed to give rise to, the creation of a partnership or joint venture, or to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Board whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party.

Provider shall be solely responsible for, and the Board shall have no obligation with respect to:

- (a) Withholding of income taxes, FICA, or any other taxes or fees;
- (b) Industrial or workers' compensation insurance coverage;
- (c) Participation in any group insurance plans available to Provider's employees (including but not limited to group insurance plans that are available to employees of the State of Texas);
- (d) Participation or contributions to Provider's retirement system (including but limited to participation or contributions by the State of Texas to the State Employees Retirement System);
- (e) Accumulation of vacation leave or sick leave; or
- (f) Unemployment compensation coverage (including that which may be provided by the State of Texas).

2.03 RETENTION OF AUTHORITY BY BOARD

Provider shall provide management and operational services at the Veterans Cemetery in the name of, and for the account of, the Board. Notwithstanding any other provision herein, the Board, by entering into this Contract, does not delegate to Provider any powers, duties, or responsibilities that it is prohibited by law from delegating. The Board shall at all times maintain ownership of the Veterans Cemetery assets including, but not limited to, all buildings, real property, Capital Expenditures, and any other piece of equipment or asset the cost of which is borne by the Board, and ultimate control over the operation of the Veterans Cemetery.

2.04 REGULATORY COMPLIANCE

Provider understands that as a material condition of this Contract and for the purposes of **SECTION 8.03** and **ARTICLE IX**, Provider shall comply with all applicable regulatory requirements, including without limitation all VA and NCA requirements, standards, and guidelines, for the operation of the Veterans Cemetery, including the Board's Operating Manual. Provider will be deemed to have knowledge of these requirements and will be deemed to understand them. To the extent they apply, Provider certifies it has reviewed the General Affirmations in **ATTACHMENT C**, and that Provider is in compliance with all the requirements contained therein.

2.05 OPERATIONAL POLICIES

Provider shall operate the Veterans Cemetery in accordance with the Board's Operating Manual, incorporated herein for all purposes as if physically attached.

2.06 BOARD'S ON-SITE REPRESENTATIVE

The Board shall designate an On-Site Representative who shall have the right to participate in Provider's staff meetings regarding the operations of the Veterans Cemetery. The On-Site Representative will closely monitor Provider's compliance with this Contract to protect the interests of the Board. Provider shall not interfere with such duties of the On-Site Representative except as may be reasonably required to fulfill its duties to the Board. Except for emergency situations, the On-Site Representative shall not interfere with Provider's employees as they perform the duties of Provider under this Contract. The Board shall receive and consider any complaints or conflicts that Provider has concerning the status of an On-Site Representative. Furthermore, the Board assumes full responsibility for the consequences of any actions taken by the On-Site Representative in the course of his/her duties, and nothing in this Contract shall be construed as establishing an agency relationship between Provider and the Board's On-Site Representative. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE BOARD.**

2.07 INSURANCE

Pursuant to Chapter 2259 of the Texas Government Code, Provider is self-insured and, therefore, is not required to purchase insurance to perform its obligations under this Contract

ARTICLE III. REPRESENTATIONS AND WARRANTIES - PROVIDER

3.01 PROVIDER REPRESENTATIONS

To induce the Board to enter into this Contract, Provider hereby represents and warrants to the Board as follows:

(a) Authorization; No Contravention

Provider has taken all necessary action to authorize the execution, delivery, and performance of this Contract. This Contract constitutes the valid and binding obligation and agreement of Provider, enforceable in accordance with its terms. Neither the execution and delivery of this Contract, nor compliance with its terms or provisions will result in any breach of the terms of, conflict with, default related to, or creation of, any lien, charge, or encumbrance upon any property or assets of Provider pursuant to the terms of any indenture, mortgage, deed of trust, note, evidence of indebtedness, agreement, or other instrument to which Provider may be a party; or by which Provider or any of its properties may be bound; or violate any provision of law, or any applicable order, writ,

injunction, judgment, decree of any court, or any order or other public regulation of any governmental commission, bureau, or administrative agency;

(b) **Governmental Authorization**

No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any governmental agency is necessary or required in connection with the execution or delivery of, or performance by, or enforcement against Provider as relates to this Contract; and

(c) **Standard of Performance**

In performing its obligations under this Contract, Provider will use best efforts and will act with professionalism in accordance with acceptable and prevailing industry standards, so that the Veterans Cemetery is operated and maintained as a national shrine and in accordance with all applicable federal, state, and local requirements, and consistent with the terms of this Contract.

3.02 NO DEFAULT

No Default or Event of Default on part of Provider exists under **SECTION 9.02** or would result from the execution of this Contract.

3.03 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)

Provider shall make a good faith effort to utilize HUBs as defined in Title 1, Part 5, Chapter 111, Subchapter B, Texas Administrative Code; and report all HUB expenditures relevant to this Contract to the Board on a monthly basis, concurrently with the invoice for Provider's Fee. Provider may submit an HSP for the length of this Contract demonstrating good faith efforts to utilize HUBs.

The Provider shall provide to the Board pertinent details of any participation by a HUB in fulfilling the duties and obligations arising hereunder. The Provider shall submit monthly compliance reports (Prime Contractor Progress Assessment Report) to HUB@glo.texas.gov specifying the use, including expenditures to HUB subcontractors, if applicable. Any modifications to the HSP must be submitted to the Board for prior approval through a HUB Subcontracting Plan Change Order. If the HSP is modified without the Board's prior approval, the Board may initiate remedial action as provided in Chapter 2161 of the Texas Government Code.

3.04 Marketing

Provider shall cooperate with the Board in any marketing plans and procedures the Board implements. Provider shall cooperate with the dissemination of informational materials, media releases, and other related informational materials generated by the Board. Provider shall not present, disseminate, or otherwise release any information for any marketing aspects without prior express written approval of the Board. Provider shall not issue any media press releases or

coordinate press events without prior express written approval of the Board through its Communications department.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES - BOARD

4.01 BOARD REPRESENTATIONS

To induce Provider to enter into this Contract, the Board represents and warrants to Provider as follows:

(a) Payment of Provider's Fee

As complete compensation for the services provided by Provider under this Contract, the Board agrees, in accordance with **ARTICLES VIII AND IX** and **ATTACHMENT D**, to pay Provider's Fee.

(b) Eligibility Rules

The Board shall, in accordance with VA regulations and standards, establish eligibility rules for burial in the Veterans Cemetery.

(c) Utilization

The Board represents that it will use its best efforts to maximize utilization for the Veterans Cemetery. However, the Board does not guarantee that the Veterans Cemetery will operate at any given level of utilization or achieve any rate of burial or interment.

4.02 NO DEFAULT

No Default or Event of Default on the part of the Board exists under **SECTION 9.03** or would result from the execution of this Contract.

4.03 CAPITAL EXPENDITURES

The Board shall contract for and purchase Capital Equipment and make Capital Improvements (collectively "Capital Expenditures") in a manner consistent with state and federal purchasing requirements and with the needs and requirements of the Veterans Cemetery. Provider shall make recommendations to the Board for such Capital Expenditures. The Board shall have the ultimate authority in determining the amount of Capital Expenditures for the Veterans Cemetery, except that the Board shall ensure sufficient Capital Equipment or such Capital Improvements as are necessary to maintain the Veterans Cemetery as a national shrine.

ARTICLE V. ADMINISTRATION AND OPERATION

5.01 ADMINISTRATION AND OPERATION

Provider shall, in consultation with, for, and on behalf of the Board, at Provider's expense, and subject to the provisions of this Contract, manage and supervise all

areas of daily operations of the Veterans Cemetery in accordance with the Board's Operating Manual.

5.02 MODIFICATION OF OPERATING MANUAL

The Board may make modifications to the Operating Manual during the contract term. If Provider believes in good faith that such a modification will result in an increase to the Provider's Budget as outlined in **ATTACHMENT E**, the Parties agree to enter into good faith negotiations to determine if such an increase is necessary and is a result of the Operating Manual modification. This Contract may be amended to increase the budget as a result of an Operating Manual modification upon the mutual written agreement of both Parties. However, the Board shall not be obligated to agree to such an increase to the Budget as outlined in **ATTACHMENT E**, if the Board determines that the modification will not result in an increase to the Provider's Operating Expenses and the current budget fairly compensates the Provider in accordance with Subsection 791.011(e) of the Texas Government Code.

To the extent that modifications are made to the Operating Manual, Provider is to be given at least 30-day notice prior to the modifications, and a reasonable amount of time, which shall be mutually agreed to by both parties in writing, to comply with the modifications.

5.03 ADMINISTRATIVE FUNCTIONS

Provider must develop, implement, operate, and maintain all necessary administrative systems including accounting, personnel, reporting, administrative records, purchasing, and information technology systems.

5.04 EMPLOYEE MATTERS

Except for the Board's On-Site Representative, Provider shall (i) recruit, employ, train, promote, direct, discipline, suspend, and discharge all personnel, in compliance with all applicable federal and state employment laws; (ii) establish salary levels, personnel policies, and employee benefits; and (iii) establish employee performance standards as needed during the term of this Contract, to ensure the efficient operation of all departments within, and services offered by, the Veterans Cemetery. The Board shall have the right to review the selection and continued employment of the Veterans Cemetery Director. In the event that the Board has concerns about the selection or continued employment of this individual, the Board shall submit in writing to the Provider objective evidence indicating that such individual has failed to comply with policies or procedures (promulgated either by the Provider or the Board) or that the performance of such individual has not been adequate in accordance with usual and customary standards for such position in the industry. After consultation, Provider shall address such concerns by taking such remedial action as Provider deems appropriate. Nothing contained herein shall in any way be deemed to modify any employee's status as an at will employee of Provider, nor shall any individual fulfilling such position be in any way a third-party beneficiary or receive any other rights or authorities under the terms of this clause. The selection and

continued employment of any individual fulfilling this function described above is in the discretion of the Provider.

(a) Background Checks

Prior to employment, all employees shall be subjected to a thorough background investigation in accordance with all applicable federal and state laws and regulations. Background checks shall include criminal history, employment history and, where appropriate, contractor eligibility. In exercising its obligations hereunder, Provider may obtain information from any third parties in the business of providing such investigations. The results and documentation thereof will be maintained by Provider as part of the employee's personnel file.

(b) Orientation and Training

Provider shall provide all personnel with an employee orientation and training program regarding the Board's Operating Manual, and its own internal policies and procedures. Provider shall retain records for all training required under this paragraph. Such records shall be made available for inspection to the Board or the Board's On-Site Representative during regular business hours.

(c) Emergency Staffing

Provider shall, to the extent reasonably possible, use its best efforts to ensure continued operation and appropriate staffing in the event of a catastrophic event, including natural disasters, epidemic, pandemic, war, labor strike, or dispute. However, where the Board's approval is first obtained, staffing costs which exceed Provider's current prevailing wages or salaries for regular full-time employees, but are required to ensure continuing operation, shall not be an Operating Expense of Provider but, instead, shall be an expense of the Board.

(d) Offer of Employment Upon Termination of Contract

Upon termination of this Contract for any cause, the Board or the successor provider selected by the Board shall have the right (but not the obligation) to offer employment to any or all employees of Provider who are regularly employed in providing services at the Veterans Cemetery, in order to ensure the continuing operation thereof.

(e) Board Investigations or Reviews

Upon request by the Board or its designee, when Provider employees are witnesses to relevant events, Provider shall cooperate with the Board for purposes of investigating any potential legal claims made about a Board employee's performance of his/her job duties. Notwithstanding the preceding sentence, such cooperation shall include, without limitation, interviews by the Board's Human Resources department and/or legal counsel, all of which shall require the approval

of the Provider's legal counsel only if such potential legal claim involves or may involve a dispute with Provider. Employees shall be made aware of the Provider's obligations outlined in this Contract, specifically **ARTICLE VII**.

5.05 DISASTER PREPAREDNESS

Within 30 days from the Effective Date of this Contract, Provider shall submit a disaster preparedness plan which shall include emergency evacuation plans and procedures. The disaster preparedness shall be based on the Board's existing disaster preparedness plan and shall be amended to suit Provider's operations at the Veterans Cemetery. Provider shall submit any proposed amendments to the disaster preparedness plan to the Board. The Board shall review any proposed amendment(s) and shall provide a written response to Provider, within thirty (30) days of receipt indicating whether Provider's proposed amendment(s) has been rejected and stating the basis for such rejection. Provider's disaster preparedness plan shall be in compliance with all applicable federal, state, and local regulations concerning safety and fire prevention, and all of Provider's employees shall receive regular training in disaster preparedness. The Board is the sole authority the closure of the cemetery. Provider will coordinate any emergency closure with the Board's On-site Representative.

5.06 BUDGET

- (a) The Board shall compensate Provider for each fiscal year as provided for in subsection (b) of this Section and in accordance with **ATTACHMENT D**, in an amount not to exceed \$4,500,000.00 for the remainder of the Contract.
- (b) The fiscal year for the Veterans Cemetery will begin on October 1 and end on September 30 of each year, coinciding with Provider's fiscal year. At least ninety (90) days prior to the start of each fiscal year, Provider shall prepare and submit to the Board's Project Manager for review and approval a proposed Operating Expense Budget and a proposed Capital Expenditure Budget for the Veterans Cemetery (the "Budget"). Provider and the Board's Project Manager shall each agree to utilize best efforts to resolve all budgetary issues and to approve the Budget prior to September 1.

Approval of the Budget by the Board's Project Manager will be done in writing. Once the Board's Project Manager approves the Budget, it shall be incorporated into the contract under **ATTACHMENT E** and supplement **ATTACHMENT D**.

- (c) Provider shall notify the Board's Project Manager of the need for the purchase of any Capital Equipment or the addition of any Capital Improvements (collectively "Capital Expenditures") which Provider believes are necessary for the effective management and operation of the Veterans Cemetery under the Contract. The Board's Project Manager shall respond to Provider's recommendation in a timely manner, considering the surrounding circumstances and Provider's request, acknowledging that:

- i. Provider's recommendation has been rejected and stating the basis for such rejection;
- ii. Provider's recommendation has been approved and that the Board shall take the appropriate steps to make the recommended Capital Expenditure(s); or
- iii. The Board's Project Manager has modified Provider's recommendation and shall take appropriate steps to make the Capital Expenditure(s) deemed necessary.

If Provider determines that a surplus will exist in the Operating Expense Budget prior to the end of the fiscal year, Provider may use such surplus funds to make Capital Expenditures in accordance with the terms and conditions outlined in subsection (c) of this Section. Such Capital Expenditures shall be done in accordance with, and subject to, the terms outlined in **Sections 4.03** and **6.05** of the Contract. Provider agrees and understands that legal title to all Capital Equipment and Capital Improvements purchased with funds from any surplus rests with the Board. Provider shall maintain surplus funds in a separate account and provide expenditure reports semiannually to the Board.

5.07 ACCOUNTING

Provider shall prepare and maintain proper, accurate, and complete books, records, and accounts regarding the operations and financial and other transactions related to the management and operation of the Veterans Cemetery to the extent necessary to enable the Board to verify such transactions. All accounting methods should conform to GAAP or GASB, as applicable, be consistently applied, and shall not materially distort income or loss.

5.08 MISCELLANEOUS SERVICES

Provider may perform other duties in connection with its responsibilities under this **Article V** as the Board from time-to-time may reasonably request. Provider shall prepare a statement of work and obtain the Board's written approval before proceeding with any such requests.

ARTICLE VI. FACILITY MAINTENANCE, CAPITAL ASSETS, PURCHASING, AND SURPLUS PROPERTY

6.01 GENERALLY

Provider shall be responsible for maintaining the building, grounds, headstones, and equipment of the Veterans Cemetery, including performing all routine and preventive Maintenance on all Capital and Non-Capital Equipment and all Capital and Non-Capital Improvements. Except as otherwise noted in this Contract, all Maintenance (but not Repairs) shall be characterized as an Operating Expense and shall be paid for by Provider.

Notwithstanding the foregoing, the Board and Provider hereby acknowledge and agree that the Board exclusively intends to undertake and complete a raise and realignment project of certain headstones currently in place at the Veterans Cemetery (the “Board’s Headstone Project”). The Board’s Headstone Project may take place during the term of this Contract. However, day-to-day routine and preventative Maintenance of all headstones shall be completed by the Provider as set out in this Contract and. In accordance with any and all applicable VA and NCA guidelines.

Following the Effective Date of this Contract should more than ten (10%) percent of the headstones in any one of section of the Cemetery require raise and re-alignment Maintenance, the Board shall notify the Provider in writing identifying the applicable section and headstones (“Headstone Maintenance Project”). The Board agrees to enter into good faith discussions with Provider to determine a plan of action which, if mutually agreed upon by both Parties, shall include the operational and financial responsibility of each Party with respect to a Headstone Maintenance Project.

However, Provider hereby represents and warrants that it will not knowingly or willfully disregard its day-to-day routine and preventative headstone Maintenance duties such that a Headstone Maintenance Project becomes necessary. To the extent Provider fails to meet such representation and warranty, the Board is under no obligation to enter into the discussions referenced in this section regarding any Headstone Maintenance Project. Compliance with this representation constitutes a material term of this Contract.

The Board shall include serial numbers and age of Capital and Non-Capital Equipment in the attached exhibits. Board shall deliver the attached items in working condition at the commencement of the Contract.

6.02 LOSS PREVENTION

Within 30 days from the Effective Date of this Contract, Provider shall submit for review by the Board a risk management and loss prevention program designed to prevent the misappropriation, loss, or damage of Capital Equipment and/or Capital Improvements. The Board shall review risk management and loss prevention program plan and shall provide a written response to Provider within thirty (30) days of requesting edits to the plan and stating the basis for such requests. Provider shall reimburse the Board for any Capital Equipment or Capital Improvement damaged, lost, or destroyed as a result of the acts or omissions of Provider and/or its agents, volunteers, and employees. Provider shall be financially responsible to the Board for all losses of Capital Equipment and Capital Improvements that occur due to the negligent or intentional acts of Provider and/or its agents, volunteers, or employees, and not due to reasonable wear and tear.

6.03 FACILITY MAINTENANCE AND REPAIRS

Provider shall be responsible for all Maintenance in the Veterans Cemetery and must maintain in good and working condition, and in sufficient quantity, all Equipment necessary to operate and manage the Veterans Cemetery in a manner consistent with the requirements of this Contract. In addition, Provider shall replace obsolete or run-down Non-Capital Equipment and make Non-Capital Improvements as necessary to maintain a functional and attractive facility. Provider shall make all Repairs on all Equipment and Improvements in the Veterans Cemetery. However,

- (i) if the subject Equipment or Improvement has exceeded its useful life and frequent repairs become necessary;
- (ii) if the need for such Repair results from a manufacturing, design, or construction defect of the Capital Equipment or a Capital Improvement; or
- (iii) if the Repair meets the definition of Capital Equipment or Capital Improvement in **Section 1.01** of this Contract the cost of such repair(s) shall be the responsibility of the Board.

In each instance in which the Board and Provider have a good-faith disagreement regarding the cause of the necessity for Repair or replacement (e.g., whether or not the subject Capital Equipment or Capital Improvement has exceeded its useful life, or whether Provider properly performed its Maintenance obligations with respect thereto, or whether a Repair is necessitated by Provider negligence), Provider shall pay the first \$1,000.00 of the subject Repair or replacement and the Board shall pay the balance. Provider shall notify the Board before performing any Repair for which the Board has the responsibility to pay and may not proceed with such Repair without the express written approval of the Board. Notwithstanding the preceding sentence, Provider shall be responsible for the full cost of any Repair necessitated by the Provider's negligence or intentional failure to perform its maintenance obligations under this Contract. Before performing any Repair, the cost of which shall be the responsibility of the Board, Provider shall notify the Board (provided that if Provider reasonably believes that such Repair is needed immediately to avoid threatening the safety of the public, Provider shall proceed to make such Repair and shall notify the Board per emergency OAR procedures but shall not proceed with such Repair without the written approval of the Deputy Director of Board's TSVC program.)

(a) **Warranty Repairs**

Provider shall use its best efforts to obtain all necessary warranty repairs on all Capital and Non-Capital Equipment and Capital and Non-Capital Improvements, ensuring they are completed prior to the expiration of the applicable warranty. In complying with this provision, Provider shall not be obligated to incur any financial obligation, except for damages or liability resulting from negligent or intentional failure, omission, or neglect by Provider.

(b) **Scheduled Maintenance and Records**

Provider shall perform all scheduled or manufacturer-recommended maintenance on all Capital Equipment. Provider shall keep detailed maintenance records in accordance with the manufacturer's specifications on all Capital Equipment at the Veterans Cemetery. Such records shall be made available for inspection to the Board or the Board's On-Site Representative during regular business hours. Such records shall be the basis for determining reimbursement for Repairs under this section.

(c) **Janitorial Services**

Provider shall provide full janitorial services including dumpster service, trash and debris removal and legal disposal, extermination, and pest control.

6.04 LANDSCAPE MAINTENANCE

Provider shall maintain the Veterans Cemetery grounds and keep them in an attractive condition, appropriate to the seasonal weather and the location's soil, water, climate, and topography in accordance with the Board's Operating Manual. Provider shall ensure that the grass, trees, bushes, shrubs, flowers, and other plants are mowed, trimmed, clipped, watered, and fertilized as seasonally appropriate. Furthermore, Provider shall sweep and clean all sidewalks and outside concrete or paved areas, keeping them free of trash and debris.

6.05 TITLE TO CAPITAL ASSETS

Legal title to all Capital Equipment and Capital Improvements rests with the Board. The Board and Provider acknowledge and agree that the assets set forth in **ATTACHMENT A** are the pieces of Capital Equipment present in, or the Capital Improvements made to, the Veterans Cemetery as of the date listed thereon. Furthermore, the Board and Provider agree to review and update **ATTACHMENT A** no less than annually. Upon expiration or termination of this Contract for any reason, nothing in this Contract shall operate to transfer title to the Board, or limit the right of Provider to remove, items of equipment or other personal property and supplies purchased solely by Provider (and not charged to the Board) for use by its staff, which items are beyond the usual and customary equipment and supplies required to fulfill Provider's duties under this Contract.

6.06 PURCHASING

Provider shall purchase and pay for all Consumables, Non-Capital Improvements, Non-Capital Equipment, Information Technology Equipment (not otherwise provided by the Board), Utilities, and any other supplies or provisions required for operation of the Veterans Cemetery. These expenditures shall be characterized as Operating Expenses. Notwithstanding the preceding sentence, the Board may elect to contract directly with the Texas General Land Office (GLO) or a local utility provider for the electricity and natural gas needs of the Veterans Cemetery.

(a) **Capital Expenditures; Prohibited**

Provider shall not purchase or otherwise acquire for use at the Veterans Cemetery any Capital Equipment or make any Capital Improvement without written approval from Board.

(b) Emergency Capital Expenditures

In the event that Provider believes that the acquisition of Capital Equipment is needed or any Capital Improvement is required immediately, Provider shall so notify the Board and request, after stating the reasons therefor, an emergency purchase of Capital Equipment and/or Capital Improvement. The Board shall respond promptly, but in no event later than twenty-four (24) hours after receiving such emergency request. If such emergency request is approved, the Board and Provider will coordinate the purchase of the Capital Equipment and/or Capital Improvement in an expedited manner. If Provider must act without approval of the Board in order to prevent an immediate threat, legal title to any Capital Equipment purchased by Provider shall rest with Provider; however, title to any Capital Improvement shall remain the property of the Board. The Board will reimburse Provider for all reasonable emergency Capital Improvement expenditures. In addition, the Board at its option may purchase any Capital Equipment acquired by Provider in an emergency at its fair market value, to be determined at the time the Board exercises its right of purchase.

(c) Third-party Service Contracts

Unless otherwise notified by the Board, Provider shall enter into and pay for all service contracts necessary for the provision of Provider's services at the Veterans Cemetery in a manner consistent with all applicable federal, state, and local laws, regulations, and the terms of this Contract. All contracts between Provider and a third party for such services shall require the third party to allow the assignment, at the Board's direction, of Provider's rights and obligations under such contracts to the Board or to a successor provider chosen by the Board. Provider shall use its good faith efforts to maintain compliance with all contracts. Provider shall execute such contracts in its legal capacity. Prior to engaging any contractor, Provider shall provide a background check, and shall verify the contractor's eligibility for receiving state or federal contracts, using the Texas Comptroller of Public Accounts Vendor Performance Tracking System (<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>) for suspended and debarred vendors, and the U.S. General Services Administration's System for Award Management (<https://www.sam.gov/>). In the event that any third-party service contracts are entered into by the Board (rather than Provider) Provider shall have the right to consult with the Board on any such contracts which have an effect on Provider's ability to comply with the terms of this Contract. If at any time during the term of this Contract Provider presents to the Board objective evidence of any non-compliance by any contractor selected by the Board, which non-compliance impairs or affects Provider's ability to

effectively perform its functions under this Contract, the Board shall secure corrective action by the contractor in default thereof, up to and including termination.

(d) State and Federal Contracts

The Board at its option may make available to Provider or Provider's subcontractors the ability to purchase goods and services under State Term Contracts (STC) or Federal Supply Schedules (FSS). If Provider engages in such contracts, all purchases must be made for the exclusive use of the Veterans Cemetery and in accordance with the particular terms of the contract.

(e) Information Technology Equipment

The Board shall provide the Information Technology Equipment listed on **ATTACHMENT B** needed for the VA-mandated burial management system "BOSS" and communication with the Board. Any additional Information Technology Equipment needed for the operation of the Cemetery shall be the responsibility of Provider and shall be characterized as an Operating Expense.

6.07 SURPLUS PROPERTY

Provider shall submit to the Board no later than 30 calendar days from the first day of each Fiscal Year, a list of all Equipment (if any) Provider believes is surplus or is beyond repair. Provider shall cooperate with the Board in disposing of such equipment in accordance with applicable state and federal surplus property disposal laws, rules, or regulations.

6.08 MISCELLANEOUS SERVICES

Provider may perform other duties in connection with its responsibilities under this Article as the Board from time to time may reasonably require. Provider will prepare a statement of work and obtain the Board's written approval before proceeding with any such requests.

ARTICLE VII. RECORDS, REPORTS, AND INSPECTION AND AUDIT

7.01 OWNERSHIP OF DOCUMENTS AND WORK PAPERS

To the extent allowed by law, the Board shall own all records, documents, files, reports, work papers, and working documentation created in connection with the Veterans Cemetery, electronic or otherwise, except that Provider's internal administrative files and internal correspondence shall remain the property of Provider. Provider shall be entitled to retain a set of such work papers for its files. Upon termination of this Contract, Provider shall deliver such documents to the Board no later than 30 calendar days after the date of termination.

Provider agrees not to use records, documents, files, reports, work papers, and working documentation created in connection with the Veterans Cemetery, electronic or otherwise, for unrelated commercial purposes, advertising, or

advertising-related services, or for any other purpose not explicitly authorized by the Board in this Contract.

7.02 BOARD ACCESS TO RECORDS & PRIVACY

The Board or any duly authorized representative(s) shall have; for the purpose of making audits, examinations, excerpts, and transcriptions; unimpeded, prompt access to any of Provider's books, documents, papers, and/or records that are maintained or produced relevant to this Contract. Provider shall retain all records (not otherwise returned to the Board as per **Section 7.01**) related to this Contract for seven (7) years after final payment is made under this Contract and all pending matters are closed. However, if any audit, litigation, or other action is commenced before the end of the seven (7)-year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the seven (7)-year period, whichever is later. Notwithstanding the terms of this provision, however, the retention of any records by Provider shall be in accordance with all state and federal regulations and requirements, as well as the record retention policy promulgated by Provider and approved by the Board.

Provider shall comply with all applicable federal and state privacy data protection laws, as well as other applicable regulations for any data received by or collected on behalf of the Board.

7.03 GOVERNMENT ACCESS TO BOOKS AND RECORDS

Provider shall comply with all applicable federal and state laws and regulations governing the maintenance of documentation to verify the cost of services rendered under this Contract. Provider agrees that all relevant records related to this Contract or any work product under this Contract, including the practices of its subcontractors, shall be subject, at any reasonable time to inspection, examination, review, audit, and copying at any office or location of Provider where such records may be found, with or without notice by the Board, Texas State Auditor's Office, its contracted examiners, or the Texas Attorney General's Office, and with regard to any federal funding, the VA, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts entered into by Provider shall reflect the requirements of this section.

7.04 REPORTS

Provider shall prepare and provide to the Board any operational information which the Board may request from time to time, including any information needed to assist the Board in complying with any reporting obligations or contractual requirements imposed by the VA or any other regulatory entity. In addition, Provider shall file financial reports in accordance with the following guidelines:

- (a) Within thirty (30) calendar days after the end of each calendar month, Provider shall provide the Board with an unaudited balance sheet and an

unaudited statement of income and expenses for such month relating to the operation of the Veterans Cemetery, dated the last day of such month; and

- (b) Within one hundred fifty (150) calendar days after the end of the fiscal year of the Veterans Cemetery, Provider shall provide the Board with combined audited financial statements from an auditor acceptable to Board, including:
- (i) a balance sheet of the Veterans Cemetery dated the last day of said fiscal year;
 - (ii) a statement of income and expense for the year then ended relating to the operation of the Veterans Cemetery;
 - (iii) a statement of cash flows for the year then ended for the Veterans Cemetery; and
 - (iv) audit adjustments reconciling audited annual financial statements to unaudited monthly financial statements previously provided by Provider.

The balance sheet and statement of income and expense shall include columns setting forth the applicable amounts for the prior fiscal year, comparing data reported pursuant to **7.04(b)**, above, to such prior year's data (if applicable) as well as to the budget developed for that same year. In this connection, all such reports shall be prepared on forms reasonably acceptable to the Board and Provider, and all statements and reports shall be prepared on an accrual basis, in accordance with GAAP, consistently applied. As additional support to reporting information required under this Contract, Provider shall, at the Board's request, provide to the Board, within five (5) working days of the Board's request, access to and/or copies of:

- (i) all bank statements and reconciliations;
- (ii) detailed cash receipts and disbursement records;
- (iii) general ledger listing;
- (iv) summaries of adjusting journal entries;
- (v) copies of all paid bills; and
- (vi) any other supporting documentation the Board may reasonably request within such reasonable time as not to impair the performance of Provider's functions under this Contract.

7.05 BOARD AUDIT RIGHTS

Provider and the Board recognize that Provider shall be subject to audits by various state and federal agencies, based on its duties of operating the Veterans Cemetery. Provider shall supply the Board with a copy of all audit reports, regardless of their source. Nothing herein shall limit the right of the Board to demand one (1) annual program and/or fiscal audit in accordance with GAAP of

the Veterans Cemetery, using an independent third-party auditor selected by the Provider subject to review and approved by the Board which shall not be unreasonably withheld, the expense of which shall be borne by Provider. In addition, the Board shall have the right to perform an annual program and/or fiscal audit of any aspect of the operation of the Veterans Cemetery, using an auditor of the Board's choice. The costs associated with performing such special or targeted audits shall be the responsibility of the Board. Provider shall maintain such financial records and other records as may be prescribed by the Board or by applicable federal and state laws, rules, and regulations for a period of seven (7) years after final payment or until they are audited by the Board, whichever event occurs first. The period of retention shall be extended for a period reasonably necessary to complete an audit and/or to complete any administrative proceeding or litigation that may ensue.

ARTICLE VIII. TERM, RENEWAL AND COMPENSATION

8.01 TERM OF CONTRACT

This Contract shall be effective October 1, 2024 ("Effective Date") and shall continue until September 30, 2029 (the "Initial Term"), subject to the conditions set forth in this Contract.

8.02 MANAGEMENT AND OPERATIONS FEE

As complete consideration for Provider's services under this Contract, including Provider's payment of all Operating Expenses, the Board shall, subject in all events to the availability of funds and current revenues as set forth in **SECTIONS 8.04 AND 9.01(a)**, pay Provider's Fee for the Veterans Cemetery in accordance with **ATTACHMENT D**, attached hereto and incorporated herein for all purposes. Provider's Fee shall be paid to Provider by the Board on a monthly basis, consistent with the requirements of Chapter 2251 of the Texas Government Code, "The Prompt Pay Act." For purposes of the Prompt Pay Act, the Board's payment of the Provider's Fee is overdue on the thirty-first (31st) day after the date the Board receives a proper invoice for Provider's services under the Contract. For purposes of determining the relevant time period to calculate the Provider's fee, "Day One (1)" for the Veterans Cemetery is the Effective Date. In the event that the Veterans Cemetery's Day One (1) is not on the first (1st) day of a month, the Operations Fee shall be prorated for the days in that month for which Provider provided services in the Veterans Cemetery. In accordance with the Prompt Pay Act, Provider shall pay any subcontractor under this Contract within ten (10) days after receipt of payment from the Board. **Requests for payment must prominently display "GLO Contract No. 25-019-000-E744."** Failure to include this information may result in a significant delay in payment.

8.03 INSPECTION

The Board's On-Site Representative shall conduct inspections, which may be announced or unannounced, at least once per quarter or more frequently if determined by the Board. Provider shall be scored in accordance with its compliance with the Board's Operating Manual and the Cemetery Inspection

Checklists, attached hereto and incorporated herein for all purposes as **ATTACHMENT F**. To the extent the Board conducts an inspection within 30 days from a Force Majeure event, the Board shall take into consideration the occurrence of such Force Majeure event in determining Provider's compliance with the Board's Operating Manual and Cemetery Inspection Checklists. Provider must maintain a minimally accepted compliance score of eighty percent (80%) or higher for each inspection. In the event that Provider does not achieve such a score, Provider shall be given at least thirty (30) days prior to the following inspection to remedy all cited deficiencies and achieve this score. Provider may request, in writing, a time period longer than thirty (30) days to achieve compliance which shall be subject to the Board or the Board's designee's written approval. The Board or the Board's designee's approval shall not be unreasonably withheld. If Provider cannot achieve compliance at this following inspection, the Board may elect to terminate the Contract for cause in accordance with **ARTICLE IX**.

If the Board elects to terminate the Contract for cause in accordance with **ARTICLE IX** for Provider's failure to achieve compliance, Provider shall reimburse the Board the amount of cost to bring the Veteran's Cemetery into compliance no later than the Contract's termination date.

8.04 OPERATIONS FEE ADJUSTMENT PROVISION

The Parties agree that the fees set forth on **ATTACHMENT E** are based in part upon certain estimates relating to costs of operation and projected burial rates, which are difficult to predict accurately over the term of the Contract. If any cost of operation materially changes (which must be objectively demonstrated), or actual burial rates exceed nine hundred (900) in any rolling one (1) year period, Provider may request a review and adjustment of these fees. The Board shall review Provider's request in good faith; however, notwithstanding the preceding sentence, the Board is not obligated to increase these fees.

8.05 PASS THROUGH EXPENDITURES

The Board and Provider agree that the "pass-through expenditures" listed on **ATTACHMENT D** shall be the responsibility of the Board and not considered part of Provider's normal Operating Expenses. Provider shall promptly present the Board with invoices for all such expenses for reimbursement.

8.06 LIMITED OBLIGATION AGREEMENT

THIS CONTRACT IS A LIMITED OBLIGATION OF THE BOARD, AND ANY PAYMENT REQUIRED BY THE BOARD UNDER THIS CONTRACT SHALL BE LIMITED SOLELY TO THE CURRENT FUNDS RECEIVED BY THE BOARD FOR THE PAYMENT OF EXPENSES OF THE VETERANS CEMETERIES; NEITHER THE FAITH, CREDIT, TAXING POWER OF THE STATE OF TEXAS OR THE UNITED STATES OF AMERICA, NOR THE GENERAL REVENUES OF THE BOARD ARE PLEDGED TO MAKE ANY PAYMENT REQUIRED UNDER THIS CONTRACT.

8.07 MISCELLANEOUS SERVICES FEE

The Board and Provider agree that any “Miscellaneous Services” requested by the Board, as described under **ARTICLES V AND VI**, shall be the responsibility of the Board and are not considered part of Provider’s normal Operating Expenses. Provider shall promptly present the Board with invoices for all such expenses for reimbursement. The Board, however, shall not compensate Provider for any expenses exceeding Provider’s statement of work as approved by the Board.

ARTICLE IX. TERMINATION AND REMEDIES

9.01 TERMINATION

Either Party may terminate this Contract in the Event of Default by the other Party, or as otherwise specified in this **ARTICLE IX**. In the event of notice of termination or default, Provider will cooperate in the development of a Transition Plan for transitioning all aspects of facility operation from the current Provider to a new provider designated by the Board, with such transition occurring no later than one hundred twenty (120) days from the date of the receipt of notice. Any outstanding obligations shall be resolved in accordance with **Section 9.06**.

(a) State Termination for Non-appropriation

This Contract shall not be construed as creating any debt on behalf of the State in violation of Tex. Const. Art. III § 49. The continuation of this Contract beyond the current biennium may be subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Texas State Legislature, the Board’s excess lending profits and/or federal sources.

(b) Termination Without Cause by Board

The Board shall have the right to terminate this Contract without cause. Provider shall be provided with written notice no less than one hundred twenty (120) calendar days prior to the Board’s termination of this Contract. In the event that the Board exercises its rights to early termination under the provisions of this clause, such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

(c) Termination as Relief for Provider

Provider shall have the right to petition the Board for the termination of this Contract as relief from an unforeseen catastrophic natural or economic event, arising through no fault of Provider, that impairs the ability of Provider to perform its duties hereunder. Upon a finding that good cause exists for such termination, the Board shall terminate this Contract. Furthermore, if Provider, in fulfilling its obligations under this Contract, can objectively demonstrate to the Board that the Veterans Cemetery is operating at financial loss, Provider shall have the right to terminate this

Contract. In the event that this Contract is terminated, such termination shall occur at the earlier of either:

- (i) one hundred and twenty (120) days following Provider's petition to the Board for early termination; or
- (ii) the date upon which any catastrophic natural or economic event causes Provider to be no longer fiscally capable of carrying out the services required under this Contract.

9.02 PROVIDER EVENTS OF DEFAULT

With respect to Provider, it shall be an Event of Default hereunder for any of the following conditions:

(a) **Material Compliance**

If Provider fails to keep, observe, or perform any material agreement, term, or provision of this Contract for a period of thirty (30) calendar days after notice from the Board specifying the event or events of default. However, no Event of Default shall be deemed to exist where the act, event, or condition is one which by its nature or circumstances reasonably requires more than thirty (30) days to cure and Provider, promptly following receipt of the Board's notice, in good faith initiates and diligently pursues measures which, upon their conclusion, may reasonably be expected to cure or eliminate the noticed act, event, or condition;

(b) **Failure to Pay Third-party Providers**

If Provider fails to make payments or keep any covenants owing to any third party which would cause the Board to lose possession of the Veterans Cemetery or any personal property or service arrangements that are required to operate the Veterans Cemetery in the normal course of business;

(c) **Voluntary Insolvency occurs if Provider:**

- (i) ceases or fails to be solvent, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, subject to applicable grace periods, if any, whether at stated maturity or otherwise;
- (ii) voluntarily ceases to conduct its business in the ordinary course;
- (iii) commences any Insolvency Proceeding with respect to itself; or
- (iv) takes any action to effectuate or authorize any of the foregoing;

(d) **Involuntary Insolvency occurs if Provider:**

- (i) has any involuntary Insolvency Proceeding commenced or filed against it, or if any writ, judgment, warrant of attachment, execution, or similar process is issued or levied against a substantial part of Provider's properties, and any such proceeding or petition is not dismissed; or such writ, judgment, warrant of

attachment, execution, or similar process is not released, vacated, or fully bonded within sixty (60) days after commencement, filing, or levy;

- (ii) admits the material allegations of a petition against it in any Insolvency Proceeding, or if an order for relief (or similar order under non-U.S. law) is ordered in any Insolvency Proceeding; or
- (iii) acquiesces in the appointment of a receiver, trustee, custodian, conservator, liquidator, mortgagee in possession (or agent therefor), or other similar person for itself, for a substantial portion of its property or business.

9.03 BOARD EVENTS OF DEFAULT

With respect to the Board, it shall be an Event of Default hereunder if the Board fails to keep, observe, or perform any material agreement, term, or provision of this Contract, including non-payment of Provider's Fee hereunder for any cause not specifically allowed herein, and such default continues for a period of thirty (30) calendar days after notice is provided to the Board by Provider.

9.04 FORCE MAJEURE/NO DEFAULT

Any delays in or failure of performance by either party, except with regard to the obligation of payments under this Contract, shall not constitute an Event of Default hereunder if, and to the extent that, such delays or failure of performance are caused by occurrence(s) beyond the reasonable control of the party affected, and which by the exercise of due diligence such party is unable to prevent Force Majeure. The party claiming Force Majeure shall promptly notify the other party in writing of the Force Majeure event and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so, and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the other party may terminate this Contract immediately upon written notification to the non-performing party.

9.05 REMEDIES UPON DEFAULT - PROVIDER/BOARD

If any Event of Default by either Party shall occur, either party, in addition to any other remedy at law available to it, may terminate this Contract in accordance with the terms herein, thereby releasing all Parties from any further continuing operational obligations whatsoever hereunder, provided the Parties shall cooperate in development of a Transition Plan. **NOTHING CONTAINED IN ANY PORTION OF THIS CONTRACT SHALL BE CONSTRUED IN ANY WAY TO WAIVE ANY DEFENSES ASSERTIBLE BY EITHER PARTY, INCLUDING SOVEREIGN IMMUNITY BY THE BOARD OR GOVERNMENTAL IMMUNITY BY THE PROVIDER.**

9.06 WINDING UP

In the event of termination of this Contract for any reason, the Parties shall perform the winding up tasks specified in this section. The Parties agree that the

provisions of this section shall survive termination of this Contract and agree to undertake the following:

- (a) The Parties shall account for, and properly present to each other, all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set-off under this Contract;
- (b) Provider shall account and present for inspection to the Board, no later than thirty (30) calendar dates from the date of termination, all Capital Equipment and Capital Improvements, and any damaged or missing Capital Equipment and/or Capital Improvements shall be the financial responsibility of Provider unless otherwise provided for herein;
- (c) Provider shall return the Veterans Cemetery to the Board, equipped and in the same condition as it was provided to Provider, to ensure the continued operation of the Veterans Cemetery save and except for any damage that was caused by a natural catastrophic event through no fault of the Provider;
- (d) Provider shall return all keys, access cards, and security codes to the Board;
- (e) Provider shall satisfactorily complete work-in-progress at the contracted rate; and
- (f) Provider shall execute any documents and take any actions necessary to effectuate an assignment of this Contract, if so requested by the Board.

ARTICLE X. MISCELLANEOUS

10.01 CUMULATIVE RIGHTS AND REMEDIES; NO WAIVER

A right or remedy herein conferred upon or reserved to either Party hereto is not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing, upon the occurrence of an Event of Default hereunder. The failure of either party to insist at any time upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy as provided in this Contract shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Contract to the Parties hereof may be exercised from time-to-time and as often as may be deemed expedient by the Parties hereto.

10.02 WAIVER OF PRIVILEGE

The Parties agree that any applicable attorney-client or other legal privilege shall not be deemed waived by this Contract.

10.03 ASSIGNMENT

Provider may not, without the prior written consent of the Board, which consent may be withheld or granted in the Board's sole discretion, assign its obligations as Provider hereunder; or lease, assign, or sub-manage the Veterans Cemetery.

10.04 SEVERABILITY

In case any one or more of the provisions contained in this Contract should be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, but this Contract shall be reformed and construed and enforced to the maximum extent permitted by applicable law.

10.05 APPLICABLE LAW

This Contract shall be interpreted, construed, applied, and enforced in accordance with the laws of the State of Texas applicable to contracts between parties that are to be performed entirely within Texas, regardless of:

- (i) where this Contract is executed or delivered;
- (ii) where any payment or other performance required by this Contract is made or required to be made;
- (iii) where any breach of any provision of this Contract occurs, or any cause of action otherwise accrues;
- (iv) where any action or other proceeding is instituted or pending;
- (v) the nationality, citizenship, domicile, principal place of business, jurisdiction of organization, or domestication of any party;
- (vi) whether the laws of the forum jurisdiction otherwise would apply the laws of a jurisdiction other than the State of Texas; or
- (vii) any combination of the foregoing.

NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE BOARD OR THE STATE OF TEXAS OR GOVERNMENTAL IMMUNITY BY THE PROVIDER.

10.06 DISPUTE RESOLUTION

If a dispute arises that cannot be resolved to the satisfaction of the Parties, either party may notify the other party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, either party may require that the issue(s) be mediated. In such event, the requesting party shall notify the other, and a mediator acceptable to the Board and Provider will be selected. The mediation shall occur within thirty (30) days of the selection of a mediator. Prior to the mediation, each party will provide the mediator with a statement of issues to be mediated, along with any other information/releases required by the mediator. Costs of the mediation shall be borne equally by the Parties. This provision shall not apply to any matter with respect to which the Board may make a decision within its sole and complete

discretion. Resolution of a dispute between Provider and any of its subcontractors, suppliers, or employees is the responsibility of Provider

10.07 CHOICE OF LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit brought against the Board arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas. Except as otherwise provided by applicable law, the venue of any suit brought against Provider arising under this Contract is fixed in any court of competent jurisdiction in Hidalgo County, Texas. Provider irrevocably waives any objection-including any objection to personal jurisdiction-it has or may have to the bringing of any action or proceeding in accordance with the foregoing, in respect of this Contract or any related document. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE BOARD OF THE STATE OF TEXAS OR A WAIVER OF GOVERNMENTAL IMMUNITY BY THE PROVIDER.**

10.08 CONFIDENTIALITY & PUBLIC RECORDS

If Provider receives a request or demand to disclose any books, documents, or records relevant to this Contract for the purpose of an audit or investigation, Provider shall, within two (2) business days after receipt of such request or demand, notify the Board in writing of the nature and scope of such request or demand, unless Provider is strictly prohibit from doing so as set forth in the terms of an audit, investigation, or subpoena. Upon written request of the Board, Provider shall make available to the Board all such books, documents, or records.

To the extent permitted by law, Provider and the Board shall keep all information, in whatever form produced, prepared, observed, or received by Provider or the Board, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Provider or the Board; or (c) information that Provider or the Board is otherwise required to keep confidential by this Contract. Provider shall abide by the terms of the Board’s Information Security Appendix as outlined in **ATTACHMENT G**.

The Board shall post this Contract to the GLO’s website. Provider understands that the Board will comply with the Texas Public Information Act, Chapter 552 of the Texas Government Code Chapter 552 (“PIA”), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the “Attorney General”). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Provider is required to make any information created or exchanged with the Board or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the Board in portable document file (“.pdf”) format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the Board or the State of Texas. By failing to mark any information that Provider believes to be excepted from disclosure as “confidential” or a “trade secret,” Provider waives any and all claims it may make

against the Board for releasing such information without prior notice to Provider. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Provider shall notify the GLO's Office of General Counsel within seventy-two (72) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Provider shall forward the third party's contact information to the above-designated email address.

10.09 INDEMNITY

TO THE EXTENT PERMITTED UNDER THE LAW, EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE BOARD, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, THE BOARD, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE STATE OF TEXAS AND THE BOARD FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:

- (a) THIS CONTRACT;**
- (b) ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PERFORMANCE OF THE SERVICES REFERENCED HEREIN; OR**
- (c) ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.**

PROVIDER SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL-BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE BOARD. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

10.10 LEGAL PROCEEDINGS

Provider shall, through its legal counsel, promptly coordinate all pertinent legal matters and proceedings with the Board's counsel, excluding any proceedings in front of the Equal Employment Opportunity Commission (the "EEOC"). As soon as practicable after Provider obtains actual knowledge thereof, Provider shall notify the Board in writing of all pending or threatened legal proceedings (other than those pending in front of the EEOC) affecting the Veterans Cemetery or the Board.

10.11 NOTICES

All notices required or permitted hereunder shall be given in writing by hand delivery; by registered or certified mail, postage prepaid; or by overnight delivery.

Notice shall be delivered or mailed to the Parties at the following addresses or at such other places as either party shall designate in writing:

To Provider:

City Manager
The City of Mission, Texas
1201 E 8th St.
Mission, Texas 78572

To the Board:

Dr. John Kelley, Director
Texas Veterans Land Board
Veterans Cemeteries Program
1700 North Congress
Austin, Texas 78701

With a copy to:

Texas General Land Office
Office of General Counsel
P.O. Box 12873
Austin, Texas 78711-2873

10.12 ENTIRE AGREEMENT

This Contract contains the entire agreement between the Parties and supersedes all prior agreements and understandings, and shall be binding upon, and inure to the benefit of, their successors and assigns. This Contract may not be modified or amended except by written instrument signed by both of the Parties hereto.

10.13 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR GLO CONTRACT NO. 25-019-000-E744

IN WITNESS WHEREOF, the Parties hereby execute this Contract, to be effective as of the date executed by the last party.

**TEXAS GENERAL LAND OFFICE &
VETERANS LAND BOARD**

CITY OF MISSION, TEXAS

By _____

Tony Dale, Executive Secretary

Name: Mike P. Perez

Title: City Manager

Date of execution: _____

Date of execution: _____

OGC _____

PM _____

OIS _____

DGC _____

GC _____

ATTACHMENTS TO THIS AGREEMENT:

- ATTACHMENT A:** Capital Assets and Improvements
- ATTACHMENT B:** Information Technology Equipment
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Management and Operations Fee
- ATTACHMENT E:** Fiscal Year Budget
- ATTACHMENT F:** Cemetery Inspection Checklists
- ATTACHMENT G:** Information Security Appendix

ATTACHMENT A. CAPITAL ASSETS AND IMPROVEMENTS

2018 CUSHMAN SHUTTLE 6 GOLF CART
KUBOTA RTV-X900W-H
HUSTLER Z DIESEL 60IN CUT SIDE DISCHARGE
WYLIE DO3200T SPRAYER WITH TANK
HUSTLER 938258US ZERO TURN MOWER
ATLAS JSV-3000 UTV
ATLAS JSV-3000 UTV
JOHN DEERE MS1108 80BU 2SPEED SPREADER
CLUB CART CARRYALL CASKET CARRIAGE CART
GRASSHOPPER DURAMAX 61INCH MOWER
GRASSHOPPER DURAMAX 72INCH MOWER
Bobcat E35 R-2 Series Bobcat Compact Excavator
Club Cart Onward 6 Passenger
Wacker Neuson DW30 Compact Dumper
Wacker Neuson DW30 Compact Dumper
Moto Electric Vehicles 8 passenger Golf Cart
Kawasaki Mule PRO FX EPS
VAF-1000 Filter
2024 Bobcat UW56
2024 Bobcat UW56
VAN 2006 FORD E-250 CARGO VAN HURST
MINI-EXCAVATOR BOBCAT 331 W/ATTACHMENTS
LOADER BOBCAT A300 LOADER
TRUCK 2007 FORD F450 DIESEL DUMP TRUCK
SCAG SABRE TOOTH TIGER LAWN MOWER 72"
TRAILER TILT UTILITY 16/4 20'
HOLLINGSWORTH 4 TON SPREADER WITH PTO DR
TRACTOR JOHN DEERE 3520 W LOADER CUTTER

ATTACHMENT B. INFORMATION TECHNOLOGY EQUIPMENT

Equipment Type	DESCRIPTION
Firewall	Meraki MX64W
Desktop	DELL OPTIPLEX 7040
Printer	HP LaserJet M277DW
Printer	HP LaserJet M277DW
Desktop	DELL OPTIPLEX 7050
Desktop	DELL OPTIPLEX 7050
Printer	HP M281fdw
Printer	HP M281fdw
Desktop	DELL OPTIPLEX 7060
Desktop	DELL OPTIPLEX 7060
Desktop	DELL OPTIPLEX 7060
Laptop	LENOVO THINKPAD
Smart Phone	Apple iPhone 8
Office Machines	DESTROYIT 2604SC-SB SHREDDER BUNDLE
Laptop	DELL LATITUDE 7410
Laptop	DELL LATITUDE 7410

GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Provider affirms and agrees to the following, without exception:

1. Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Provider nor the firm, corporation, partnership, or institution represented by Provider, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Provider.*
2. Provider shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Provider shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Provider certifies it has submitted this information to the GLO.*
6. If the Contract is for a “cloud computing service” as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Provider represents and warrants that it complies with the requirements of the state risk and authorization management program and Provider agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Provider certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Provider to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Provider certifies that it will comply with the security controls required under this Contract and will maintain

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records and make them available to the GLO as evidence of Provider's compliance with the required controls.

9. Provider represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
10. Provider agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Provider to the State of Texas.
11. Upon request of the GLO, Provider shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Provider certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Provider's submission of its offer to provide consulting services to the GLO or, in the alternative Provider, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Provider must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY PROVIDER.**
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Provider shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY PROVIDER.**
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Provider's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Provider may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Provider as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Provider must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim.

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- The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Provider seeks as damages; and (3) the legal theory of recovery.
- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Provider in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
 - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Provider's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Provider. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Provider. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Provider under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Provider does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Provider: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Provider verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*
16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Provider understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become

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unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Provider certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Provider certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
19. Provider represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Provider certifies that neither Provider nor any person or entity represented by Provider has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Provider from providing free technical assistance.*
21. Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*
22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Provider represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Provider further represents and warrants that if a former employee of the GLO was employed by Provider within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Provider that the employee worked on while employed by the GLO.*
23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.
24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROVIDER, TO THE

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EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROVIDER, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO PROVIDER'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO PROVIDER, OR ANY OTHER ENTITY OVER WHICH PROVIDER EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

26. TO THE EXTENT ALLOWED BY LAW, PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF PROVIDER PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT,

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CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR PROVIDER'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY PROVIDER OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF PROVIDER'S PERFORMANCE UNDER THE CONTRACT. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, PROVIDER WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF PROVIDER OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND PROVIDER WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

27. Provider has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Provider and legally empowered to contractually bind Provider to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Provider shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*
31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The

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acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

32. Provider certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Provider certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, Provider certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Provider within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. Provider understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Provider is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Provider believes to be excepted from disclosure as "confidential" or a "trade secret," Provider waives any and all claims it may make against the GLO for releasing such information without prior notice to Provider. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Provider shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Provider shall forward the third party's contact information to the above-designated e-mail address.

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36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Provider must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
37. If Provider, in its performance of the Contract, has access to a state computer system or database, Provider must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Provider must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Provider must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Provider certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
39. Provider certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Provider's business. Provider acknowledges that such a vaccine or recovery requirement would make Provider ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2275.0102, Provider certifies that neither it nor its parent company, nor any affiliate of Provider or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.*
41. If Provider is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Provider verifies that Provider does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Provider does not make that verification, Provider must notify the GLO and state why the verification is not required.*
42. If Provider is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Provider verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Provider does not make that verification, Provider must notify the GLO and state why the verification is not required.*
43. If Provider is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Provider will play the United States national anthem at the beginning of each team sporting event held at Provider's home venue or other venue controlled by Provider for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Provider to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Provider may be debarred from

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contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Provider and the Contract, in accordance with Section 552.372 of the Texas Government Code, Provider must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Provider's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Provider's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Provider agrees that the Contract may be terminated if Provider knowingly or intentionally fails to comply with a requirement of that subchapter.*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Provider, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Provider compiled in connection with its performance under the Contract.*
46. If subject to 2 CFR 200.216, Provider shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Provider uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

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MANAGEMENT AND OPERATIONS FEE

Subject to the provision of **ARTICLES VIII** and **IX**, and as complete consideration for Provider's services under this Contract, the Board shall pay Provider:

(a) Provider's Fee:

Twelve (12) equal monthly payments in accordance with Provider's current, applicable fiscal year Budget; and

(b) Pass-Through Expenditures:

The following expenses shall be treated as expenditures of the Board and not payable by Provider as an Operating Expense.

- Concrete Grave Liners; and
- Audit Expenditures as defined in **SECTION 7.05**.

Place Holder for City Approved Budget

BUDGET

FISCAL YEAR 2024-2025 BUDGET SUMMARY

Fund No.: VETERANS CEMETERY
Function: CEMETERY FUND (35)
Department: VETERANS CEMETERY DEPT. (410)

Account Description	Account Object	FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2024-2025 Operating Budget	FY 2024-2025 City Manager Recomm.
EMPLOYEE SALARIES AND WAGES:	14000					
Salaries of Department Heads and Foremen	14020	59,783	74,180	74,180	74,180	79,360
Salaries of Employees	14030	316,096	351,665	351,665	351,665	352,955
Overtime	14040	5,717	7,500	7,500	7,500	7,500
SUBTOTAL		381,596	433,345	433,345	433,345	439,815
EMPLOYEE BENEFITS:	24000					
Social Security Tax	24060	27,443	33,151	33,151	34,311	33,646
Health Insurance	24070	74,500	74,500	74,500	77,033	74,500
Employee Retirement	24080	30,669	36,118	36,118	37,346	36,656
Auto Allowance	24090	-	-	-	5,170	-
Unemployment Compensation Insurance	24100	100	2,061	2,061	2,131	2,871
Worker's Compensation Insurance	24110	12,323	20,354	20,354	21,046	20,495
SUBTOTAL		145,034	166,184	166,184	177,037	168,168
PURCHASED PROF. & TECHNICAL SERV:	34000					
Other Professional Services	34499	-	49,000	49,000	100,000	72,000
SUBTOTAL		-	49,000	49,000	100,000	72,000
PURCHASED PROPERTY SERVICES:	44000					
<i>Utilities</i>						
Electricity	44570	14,835	15,000	15,000	15,510	15,510
Water/Garbage	44590	2,798	5,500	5,500	5,687	5,687
<i>Repairs and Maintenance Services</i>						
Building Repair & Maint Services	44610	-	2,000	2,000	2,000	2,000
Other Structures & Improvements	44630	-	1,000	1,000	41,000	1,000
Repairs & Maint.-Machinery and Equipment	44640	2,474	1,400	1,400	2,000	2,000
Rental of Machinery and Equipment	44660	1,799	2,030	2,030	1,800	1,800
SUBTOTAL		21,906	26,930	26,930	67,997	27,997
OTHER PURCHASED SERVICES:	54000					
Telephone	54470	1,747	2,500	2,500	-	-
Internet Connection	54480	952	3,600	3,600	-	-
Postage	54490	4	500	500	500	500
Travel and Training	54500	429	1,000	1,000	1,000	1,000
Auto, Truck, & Equip. Insurance	54550	1,977	2,300	2,300	2,300	2,300
General Liability Insurance	54560	2,796	3,300	3,300	-	-
SUBTOTAL		7,905	13,200	13,200	3,800	3,800

BUDGET
FISCAL YEAR 2024-2025 BUDGET SUMMARY

Fund No.: VETERANS CEMETERY
Function: CEMETERY FUND (35)
Department: VETERANS CEMETERY DEPT. (410)

Account Description	Account Object	FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2024-2025 Operating Budget	FY 2024-2025 City Manager Recomm.
SUPPLIES:	64000					
<i>Office:</i>						
Office Equipment	64120	-	-	-	-	-
Office Supplies	64140	2,389	2,500	2,500	2,500	2,500
<i>Operating Supplies:</i>						
Motor Vehicle Fuel	64180	6,958	7,000	7,000	7,000	6,500
Agricultural and Landscaping	64210	3,910	4,800	4,800	7,000	6,794
Cemetery Supplies	64215	4,720	7,870	7,870	15,500	17,926
Chemical & Laboratory Supplies	64220	2,988	4,000	4,000	7,000	6,500
Cleaning and Sanitation Supplies	64230	1,622	2,800	2,800	3,500	3,500
Food, Ice, and Bottled Water	64250	944	1,000	1,000	1,000	1,000
Safety Supplies	64265	872	1,500	1,500	3,500	3,500
Clothing and Uniforms	64270	3,837	6,000	6,000	7,500	7,000
<i>Repair and Maintenance Supplies</i>						
Motor Vehicle Repair Parts and Supplies	64300	2,322	3,000	3,000	3,500	4,300
Building Repair and Maintenance Supplies	64310	12,870	15,000	15,000	15,000	15,000
Other Repair and Maintenance Supplies	64360	15,475	500	500	500	500
Small Tools	64380	229	1,000	1,000	3,000	1,500
Minor Equipment (Under \$1,000)	64390	651	1,000	1,000	3,500	1,000
SUBTOTAL		59,788	57,970	57,970	80,000	77,520
CAPITAL OUTLAYS:	74000					
<i>Improvements Other Than Buildings</i>						
Other Structures and Improvements	74940	10,723	-	-	-	-
Machinery and Equipment (Over \$1,000)	74950	-	-	-	-	-
SUBTOTAL		10,723	-	-	-	-
DEBT SERVICE:	84000					
Other Principal	84800	-	-	-	-	-
Other Interest	84830	-	-	-	-	-
SUBTOTAL		-	-	-	-	-
MISCELLANEOUS	94000					
Dues and Memberships	94700	71	200	200	1,000	500
Depository Charges	94715	-	-	-	-	-
Contractual Services not Otherwise Classified	94810	4,030	3,000	3,000	4,800	10,000
Other	94899	1,343	171	171	671	200
SUBTOTAL		5,444	3,371	3,371	6,471	10,700
TOTALS		\$ 632,395	\$ 750,000	\$ 750,000	\$ 868,650	\$ 800,000

Note: Account 35-410-34499 reflected in this budget refers to an Administrative Fee for indirect costs to be transferred to the City's General Fund at the close of every month.

CEMETERY INSPECTION CHECKLISTS

VLB Quarterly Site Inspection Checklist #1 Operational Standards and Measures for Texas State Veterans Cemeteries

25 of 100 standards

2 Blue	Critical Priority, required for all VLB Quarterly Site Inspections
10 Red	High Priority, required for all VLB Quarterly Site Inspections
13 Yellow	Medium Priority, required for all VLB Quarterly Site Inspections

Category	Sub-Category	Standard	Measure	Priority Level	Target	Scoring Criteria
1. Customer Satisfaction	1. Survey	Standard 1.1.1: Visually prominent areas , turf, sand, or mineral-based ground cover are maintained in a manner that is appropriate for the medium in place.	Measure 1.1.1: The percent of respondents to the annual Customer Satisfaction Survey who agree or strongly agree that the overall appearance of the cemetery is excellent. (NoK, FD)	Critical	99%	94-100% = Met <94% = Did Not Meet
	1. Survey	Standard 1.1.2: Each day's burial/niche sites are covered, initially groomed, marked, and made presentable for visitors before close of business each day.	Measure 1.1.2: The percent of respondents to the annual Customer Satisfaction Survey who agree or strongly agree that the appearance of their loved one's gravesite/columbaria is excellent. (NoK)	Critical	96%	91-100% = Met <91% = Did Not Meet
	1. Survey	Standard 1.1.4: Committal services are conducted in clean and orderly shelters that provide for the safety, privacy, and special needs of the family.	Measure 1.1.4: The percent of respondents to the annual Customer Satisfaction Survey who agree or strongly agree that the committal shelter used for the service was private, clean, and free of safety hazards. (NoK, FD)	High	98%	93-100% = Met <93% = Did Not Meet
2. Equipment Maintenance	2. Condition of Equipment and Tools	Standard 2.2.1: Equipment is functional, in good condition, and visibly marked as State or Tribal property.	Measure 2.2.1a: Cemetery Equipment and Vehicles present a clean (generally free of dirt and extraneous matter) and neat appearance at the end of each workday.	High	Yes	Yes = Met No = Did Not Meet
2. Equipment Maintenance	2. Condition of Equipment and Tools	Standard 2.2.1: Equipment is functional, in good condition, and visibly marked as State or Tribal property.	Measure 2.2.1d: Non-functional equipment is identified and removed from visually prominent areas within 90 days.	Medium	Yes	Yes = Met No = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.1: Buildings and structures are well-maintained and are acceptable for their functional use.	Measure 3.1.1a: The percent of cemetery buildings that are assessed as acceptable for their function .	High	90%	90-100% = Met <90% = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.3: Approved water features are functional and maintained according to their intended purpose.	Measure 3.1.3: The percent of water features (natural or man-made ponds, lakes, fountains, pools, waterfalls) that are assessed as acceptable for their function .	Medium	80%	80-100% = Met <80% = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.4: Signage is convenient and helpful.	Measure 3.1.4a: The percent of signage (wayfinding) that are assessed as acceptable for their function .	Medium	80%	80-100% = Met <80% = Did Not Meet
4. Gravesite Assessment Review	1. GAR	Standard 4.1.1: Gravesites and the appropriate Headstone, Marker, or Niche Cover are maintained within the guidelines and limits required to allow for a visually pleasing experience.	Measure 4.1.1a: The percent of headstones, markers, and niche covers that do not show evidence of debris or Objectionable Accumulations .	High	95%	85-100% = Met <85% = Did Not Meet

5. Grounds Maintenance	1. Cemetery Grounds Management	Standard 5.1.1: All maintenance activities are included in a current Cemetery Grounds Management Plan .	Measure 5.1.1: The cemetery has a written, current Cemetery Grounds Management Plan that includes all maintenance activities and schedules and are reviewed and updated on an annual basis.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.1: Visually prominent areas have sand, mineral, or well-established, healthy stand of turf.	Measure 5.2.1: Sand, mineral, or turf in visually prominent areas are generally weed free .	High	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.2: All sand, mineral, or turf is free of debris, i.e., leaves, fallen branches, and trash.	Measure 5.2.2b: Sand, mineral, or turf areas are cleared of leaves and other natural debris, as needed, or at least weekly.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.3: All sand, mineral, or turf areas are graded to ensure proper drainage and prevent standing or pooling water.	Measure 5.2.3: Sand, mineral, or turf in visually prominent areas do not show evidence of standing or pooling of water.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.4: Visually Prominent Areas have a well-established, healthy stand of turf.	Measure 5.2.4b: Visually Prominent Areas with established turf are maintained within one inch above the range of that which is professionally recommended for that type of turf and geographic region according to the Cemetery Grounds Management Plan .	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.5: The turf used is compatible with the geographic region.	Measure 5.2.5: The cemetery is using turf that is compatible with the geographic region.	Medium	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	1. Order	Standard 6.1.1: The request for a headstone, marker, or niche cover is completed within prescribed time frames.	Measure 6.1.1: The percent of headstone, marker, and niche cover requests that are inscription approved (released from the cemetery in BOSS , or ordered and tracked if not using BOSS) within ten calendar days of interment.	High	97%	97-100% = Met <97% = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	1. Order	Standard 6.1.2: Inscription data are accurate and complete.	Measure 6.1.2: The percent of inscriptions ordered by the cemetery that are accurate and complete.	High	99%	99-100% = Met <99% = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	2. Delivery, inspection, and storage	Standard 6.2.2: Headstones, markers, and niche covers are handled and stored to prevent damage prior to setting.	Measure 6.2.2: The percent of headstones, markers, and niche covers received annually that are replaced due to cemetery damage prior to setting.	Medium	Less than 1%	<1% = Met =>1% = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	2. Delivery, inspection, and storage	Standard 6.2.3: Headstones, markers, and niche cover replacement coding is verified for accuracy.	Measure 6.2.3: The percent of replacement orders that are reviewed for accurate replacement reason, error, and expense codes.	Medium	100%	90-100% = Met <90% = Did Not Meet
7. Interment Operations	2. Site Preparation	Standard 7.2.1: Each day's gravesites are properly excavated and present a neat appearance prior to burial.	Measure 7.2.1: Gravesites are excavated properly, at the proper depth, proper position (Left Half, Right Half, Center Line, etc.), spoils or sod appropriately removed or made presentable, and headstones for reopener appropriately placed and/or protected.	High	Yes	Yes = Met No = Did Not Meet
7. Interment Operations	2. Site Preparation	Standard 7.2.2: Integrity of existing graves around the worksite will be preserved.	Measure 7.2.2: Corrective action to repair damage caused by daily operations is initiated by close of business the same day.	Medium	Yes	Yes = Met No = Did Not Meet
8. Safety	1. Operations	Standard 8.1.2: In accordance to Occupational Safety and Health Administration's (OSHA) Walking Working Surfaces: All areas where cemetery operations have been conducted are neat, clean, and free of debris and equipment at the end of the workday.	Measure 8.1.2a: Roads, sidewalks, paths and parking lots open to the public or for cemetery operations during adverse conditions are safe and accessible (e.g., clear of ice and snow or storm debris).	High	Yes	Yes = Met No = Did Not Meet
8. Safety	1. Operations	Standard 8.1.3: Open graves are identified and protected.	Measure 8.1.3: Open graves are protected by appropriate devices while unattended.	Medium	Yes	Yes = Met No = Did Not Meet
9. VLB Standard	1. Outreach and Support	Standard 9.1.1: Communication with individuals and organizations.	Measure 9.1.1a: Attendance at one community event per month.	Medium	Yes	Yes = Met No = Did Not Meet
9. VLB Standard	1. Outreach and Support	Standard 9.1.1: Communication with individuals and organizations.	Measure 9.1.1b: Promotion of patriotism. Involvement of scouts or schools once per month.	High	Yes	Yes = Met No = Did Not Meet

VLB Quarterly Site Inspection Checklist #2

Operational Standards and Measures for Texas State Veterans Cemeteries

25 of 100 standards

2 Blue	Critical Priority, required for all VLB Quarterly Site Inspections
10 Red	High Priority, required for all VLB Quarterly Site Inspections
13 Yellow	Medium Priority, required for all VLB Quarterly Site Inspections

Category	Sub-Category	Standard	Measure	Priority Level	Target	Scoring Criteria
1. Customer Satisfaction	1. Survey	Standard 1.1.3: Committal services are conducted with dignity and respect for the decedent, and compassion for their loved ones.	Measure 1.1.3: The percent of respondents to the annual Customer Satisfaction Survey who were somewhat or very satisfied with the committal or memorial service. (NoK)	Critical	95%	90 - 100% = Met <90% = Did Not Meet
1. Customer Satisfaction	1. Survey	Standard 1.1.5: Signage is convenient and helpful.	Measure 1.1.5: The percent of respondents to the annual Customer Satisfaction Survey who agree or strongly agree that there are sufficient signs within the cemetery to assist visitors. (NoK, FD)	High	90%	85-100% = Met <85% = Did Not Meet
1. Customer Satisfaction	1. Survey	Standard 1.1.6: Headstones, markers, and niche covers are clean, free of debris and Objectionable Accumulations .	Measure 1.1.6: The percent of respondents to the annual Customer Satisfaction Survey who agree or strongly agree that the upkeep of headstones, markers, and niche covers is excellent. (NoK, FD)	Medium	98%	93-100% = Met <93% = Did Not Meet
2. Equipment Maintenance	2. Condition of Equipment and Tools	Standard 2.2.2: Tools are available, properly maintained, and secure.	Measure 2.2.2: Mechanic and hand tools are cleaned and stored in the proper location at the end of each workday and are stored in a secure location when not in use.	Medium	Yes	Yes = Met No = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.1: Buildings and structures are well-maintained and are acceptable for their functional use.	Measure 3.1.1b: The percent of cemetery structures that are assessed as acceptable for their function .	High	90%	90-100% = Met <90% = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.4: Signage is convenient and helpful.	Measure 3.1.4b: The cemetery's business hours are posted in a Visually Prominent location (e.g., Entrance, Administration Building, Public Information Center).	Medium	Yes	Yes = Met No = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.6: Restrooms are clean, functional, sanitary, and appropriately supplied (e.g., soap, paper towels, hand-dryer, and toilet paper) and are accessible.	Measure 3.1.6c: Cemetery restrooms that do not meet Accessibility Standards are reported in writing by the cemetery to State or Tribal leadership.	Medium	Yes	Yes = Met No = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.7: Compliance with Veteran Cemetery Grants Program requirements.	Measure 3.1.7: Current and accurate VA Form 40-0241 annual data report provided timely to the Veteran Cemetery Grants Program.	Critical	Yes	Yes = Met No = Did Not Meet
4. Gravesite Assessment Review	1. GAR	Standard 4.1.1: Gravesites and the appropriate Headstone, Marker, or Niche Cover are maintained within the guidelines and limits required to allow for a visually pleasing experience.	Measure 4.1.1b: The percent of gravesites that have grades which are level and blend with adjacent grade levels.	High	95%	85-100% = Met <85% = Did Not Meet
4. Gravesite Assessment Review	1. GAR	Standard 4.1.2: Proper height, alignment, and plumb of each headstone and marker is maintained.	Measure 4.1.2a: The percent of headstones, markers, and niche covers that are visually aligned horizontally, vertically, and diagonally.	High	90%	80-100% = Met <80% = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.2: All sand, mineral, or turf is free of debris, i.e., leaves, fallen branches, and trash.	Measure 5.2.2a: Sand, mineral, or turf in visually prominent areas is free of trash.	High	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.6: Visually Prominent Areas are properly trimmed and edged.	Measure 5.2.6: Other Features (any additional turf areas requiring edging or trimming such as sidewalks, curbs, monuments) are trimmed or edged according to the Cemetery Grounds Management Plan .	Medium	Yes	Yes = Met No = Did Not Meet

5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.7: Avoid damage and ensure continuation of a well-established, healthy stand of turf during grounds maintenance operations.	Measure 5.2.7: Turf damage due to grounds maintenance tasks is identified and corrective action initiated by close of business the same day.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.8: The grade of every gravesite blends in with adjacent grade levels.	Measure 5.2.8: Sunken graves have been identified and a plan of action developed to re-establish the ground level and cover within 30 calendar days of the date identified.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.9: Gravesite openers and re-openers avoid damage and ensure continuation of a well-established, healthy stand of turf, presenting a disciplined evolution , not a construction site.	Measure 5.2.9a: Interments (first and subsequent) during the growing season that show healthy turf re-established within 60 days of the interment.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.9: Gravesite openers and re-openers avoid damage and ensure continuation of a well-established, healthy stand of turf, presenting a disciplined evolution , not a construction site.	Measure 5.2.9b: Winter grave re-openers that show healthy turf re-established within 60 days of the start of the growing season.	Medium	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	2. Delivery, inspection, and storage	Standard 6.2.1: All headstones, markers, and niche covers are inspected and verified for inscription accuracy and quality.	Measure 6.2.1a: The percent of headstones, markers, and niche covers inspected to ensure the accuracy and quality of the inscription (centered, level, appropriate depth, consistency, etc.).	High	100%	90-100% = Met <90% = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	2. Delivery, inspection, and storage	Standard 6.2.1: All headstones, markers, and niche covers are inspected and verified for inscription accuracy and quality.	Measure 6.2.1b: The percent of headstones, markers and niche covers received damaged, incorrectly inscribed, or of poor quality that are reported and reordered within six calendar days of delivery or inscription on site.	High	100%	90 - 100% = Met <90% = Not Met
6. Headstone, Marker and Niche Cover Operations	3. Installation	Standard 6.3.1: Headstones, markers and niche covers are set in a timely manner after receipt.	Measure 6.3.1a: The percent of headstones, markers, or niche covers set within ten calendar days of receipt.	High	95%	95-100% = Met <95% = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	3. Installation	Standard 6.3.2: Headstones, markers, and niche covers are properly installed.	Measure 6.3.2d: Headstones and Markers set in Existing Sections are installed to be uniform with only minor height deviations to achieve a Pleasing Top Line with like headstones and markers in that section, and/or are set to ensure the inscription is visible.	Medium	Yes	Yes = Met No = Did Not Meet
7. Interment Operations	4. Verification and Handling of Remains	Standard 7.4.1: All caskets and urns are checked and verified to ensure accurate placement and are undamaged by cemetery personnel.	Measure 7.4.1b: The percent of caskets or urns that are undamaged by cemetery staff from receipt through interment operations	High	100%	100% = Met <100% = Did Not Meet
8. Safety	1. Operations	Standard 8.1.4: Cemetery facilities and infrastructures are maintained to avoid safety hazards for visitors and staff.	Measure 8.1.4: The number of accidents or injuries reported due to unsafe conditions in the cemetery as a result of poor maintenance of facilities and infrastructures.	Medium	0	0 = Met >0 = Did Not Meet
8. Safety	1. Operations	Standard 8.1.5: Grounds are maintained in a manner that avoids safety hazards for visitors and staff.	Measure 8.1.5: The number of accidents or reported injury to visitors or cemetery staff due to preventable safety hazards.	Medium	0	0 = Met >0 = Did Not Meet
9. VLB Standard	2. Readiness	Standard 9.2.1: Casket flags.	Measure 9.2.1: U.S. burial flags available for all Veterans' funeral services; including Unaccompanied Veterans.	High	Yes	Yes = Met No = Did Not Meet
9. VLB Standard	1. Outreach and Support	Standard 9.1.2: Volunteer Services.	Measure 9.1.2: Involvement of volunteers in some aspect of operations.	Medium	Yes	Yes = Met No = Did Not Meet

VLB Quarterly Site Inspection Checklist #3

Operational Standards and Measures for Texas State Veterans Cemeteries

25 of 100 standards

2 Blue	Critical Priority, required for all VLB Quarterly Site Inspections
10 Red	High Priority, required for all VLB Quarterly Site Inspections
13 Yellow	Medium Priority, required for all VLB Quarterly Site Inspections

Category	Sub-Category	Standard	Measure	Priority Level	Target	Scoring Criteria
1. Customer Satisfaction	2. Complaints	Standard 1.2.1: Cemeteries must have a complaint or complaint/compliment log.	Measure 1.2.1: The cemetery has a program for capturing complaints (mandatory) and compliments (preferred but optional). A complaint / compliment log is maintained by the cemetery staff and describes how the cemetery addressed and attempted to resolve each complaint.	High	Yes	Yes = Met No = Did Not Meet
1. Customer Satisfaction	2. Complaints	Standard 1.2.3: Integrity of existing graves around the worksite will be preserved.	Measure 1.2.3: The percent of complaints from visitors and family members about the condition of a grave damaged during interment operations that are addressed and attempted to be resolved by the cemetery.	Medium	100%	100% = Met <100% = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.2: Access features are well-maintained and are acceptable for their functional use.	Measure 3.1.2a: The percent of access features (roads, parking lots, curb, walk, paths, entry features, perimeter walls/fences, bridges, overpasses, and sidewalks) that are assessed as acceptable for their function .	High	80%	80-100% = Met <80% = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.2: Access features are well-maintained and are acceptable for their functional use.	Measure 3.1.2b: Marked parking spaces (where provided) meet handicapped accessibility requirements in public and employee parking lots or areas.	High	Yes	Yes = Met No = Did Not Meet
3. Facilities Maintenance	2. Kiosk/Gravesite Locator	Standard 3.2.1: Kiosk / Gravesite locator is convenient, in good repair, and helpful.	Measure 3.2.1b: Cemeteries provide a current and functional gravesite locator. If gravesite locator is a book then it needs to be current, complete and printed in alphabetical order and accessible to visitors within 90 days of the most recent interment. (For those with less than 10 burials per year , this will be completed at a minimum of twice a year.)	Medium	Yes	Yes = Met No = Did Not Meet
3. Facilities Maintenance	3. Environmental Management	Standard 3.3.2: Spoils areas do not detract from cemetery appearance.	Measure 3.3.2: The cemetery's spoils are located in areas that minimize public visibility.	Medium	Yes	Yes = Met No = Did Not Meet
4. Gravesite Assessment Review	1. GAR	Standard 4.1.1: Gravesites and the appropriate Headstone, Marker, or Niche Cover are maintained within the guidelines and limits required to allow for a visually pleasing experience.	Measure 4.1.1c: Turf around headstones is trimmed to the recommended height according to the Cemetery Grounds Management Plan .	Medium	95%	85-100% = Met <85% = Did Not Meet
4. Gravesite Assessment Review	1. GAR	Standard 4.1.2: Proper height, alignment, and plumb of each headstone and marker is maintained.	Measure 4.1.2b: The percent of headstones and markers that are at the proper height.	High	90%	80-100% = Met <80% = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.4: Visually Prominent Areas have a well-established, healthy stand of turf.	Measure 5.2.4a: Visually Prominent Areas with established turf are Generally Free of Bare Areas .	High	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.10: Visually prominent areas in which turf is not a part of the cemetery design are maintained in a manner that is appropriate for the medium in place. (Cemeteries Using Sand or Mineral-Based Ground Cover)	Measure 5.2.10: All Visually Prominent Areas appear raked and groomed and returning the gravesites to their original state within the same workday. (Cemeteries Using Sand or Mineral-Based Ground Cover)	Medium	Yes	Yes = Met No = Did Not Meet

5. Grounds Maintenance	3. Trees and Shrubs	Standard 5.3.1: Trees and shrubs are healthy, and free of pests and disease, and/or are maintained in accordance with the Cemetery Grounds Management Plan .	Measure 5.3.1: Trees and shrubs are healthy and free of pests and disease, and/or are maintained in accordance with the Cemetery Grounds Management Plan .	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	4. Planting Beds	Standard 5.4.1: Cemetery Planting Beds are well maintained, attractive, and compatible with the geographic region.	Measure 5.4.1b: Plants in planting beds are healthy, free of pests and disease, and are maintained in accordance with the Cemetery Grounds Management Plan .	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	5. General Maintenance	Standard 5.5.1: All areas where cemetery operations have been conducted are neat, clean, and free of debris and equipment at the end of the workday.	Measure 5.5.1a: Debris, equipment, tools, and supplies are removed at the end of the workday.	Medium	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	3. Installation	Standard 6.3.1: Headstones, markers and niche covers are set in a timely manner after receipt.	Measure 6.3.1b: The percent of graves marked with a permanent headstone, marker, or niche cover and set within 60 calendar days of the interment.	High	95%	95-100% = Met <95% = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	3. Installation	Standard 6.3.2: Headstones, markers, and niche covers are properly installed.	Measure 6.3.2a: Upright headstones in current active burial sections are installed to be uniform in height (24"-26" above ground); horizontally, vertically, and diagonally aligned; and inscription visible. A deviation from the height requirement is acceptable to ensure a Pleasing Top Line is achieved to compensate for ground contours.	High	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	3. Installation	Standard 6.3.2: Headstones, markers, and niche covers are properly installed.	Measure 6.3.2b: Flat markers in Active Burial sections are installed to be uniform in height (parallel with the ground and no more than 1" above ground level) and aligned horizontally, vertically, and diagonally.	High	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	4. Visible and Legible	Standard 6.4.1: Headstones, markers, and niche covers that are no longer useable are disposed of in a manner that prevents reuse.	Measure 6.4.1b: Bronze markers or niche covers are recycled within one year of removal from the grave or niche.	Medium	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	4. Visible and Legible	Standard 6.4.2: Headstones, markers, and niche covers are not damaged by cemetery operations.	Measure 6.4.2: The percent of headstone, marker, and niche cover replacements within the last 12 months due to damage during cemetery operations.	Medium	<0.1%	<0.1% = Met =>0.1% = Did Not Meet
7. Interment Operations	1. Layout of Burial Sections	Standard 7.1.1: Interment sections match Gravesite Layout Plan .	Measure 7.1.1a: Gravesite locations match the current Gravesite Layout Plan and Registry.	Critical	100%	100% = Met <100% = Did Not Meet
7. Interment Operations	2. Site Preparation	Standard 7.2.3: Outer burial receptacles awaiting installation are sufficient for the needs of the cemetery and placed in an orderly manner in an appropriate location.	Measure 7.2.3a: Outer burial receptacles are placed in a manner so they do not obstruct occupied graves or hinder the flow of traffic through the cemetery.	Medium	Yes	Yes = Met No = Did Not Meet
7. Interment Operations	2. Site Preparation	Standard 7.2.3: Outer burial receptacles awaiting installation are sufficient for the needs of the cemetery and placed in an orderly manner in an appropriate location.	Measure 7.2.3b: Outer burial receptacles required for future installation are stored in an appropriate location away from public view.	Medium	Yes	Yes = Met No = Did Not Meet
7. Interment Operations	3. Committal Service	Standard 7.3.1: Veterans receive a committal service or memorial service.	Measure 7.3.1: The cemetery provides a committal service or has a program to memorialize Unaccompanied Veterans .	Medium	Yes	Yes = Met No = Did Not Meet
7. Interment Operations	4. Verification and Handling of Remains	Standard 7.4.1: All caskets and urns are checked and verified to ensure accurate placement and are undamaged by cemetery personnel.	Measure 7.4.1a: Cemetery has a current (reviewed within past 24 months) Accounting for Remains SOP that has been certified by the Cemetery Director and incorporates standard tagging procedures for placing casket or urn into correct gravesite. The cemetery follows the SOP when performing interment operations.	Critical	Yes	Yes = Met No = Did Not Meet
7. Interment Operations	5. Appearance of Gravesite and Active Burial Section	Standard 7.5.1: Each day's burial/niche sites are covered, initially groomed, marked, and made presentable for visitors before close of business each day.	Measure 7.5.1a: Daily interment or inurnment sites are marked with a correct and aligned temporary marker.	High	Yes	Yes = Met No = Did Not Meet
8. Safety	1. Operations	Standard 8.1.2: In accordance to OSHA's Walking Working Surfaces: All areas where cemetery operations have been conducted are neat, clean, and free of debris and equipment at the end of the workday.	Measure 8.1.2b: Safety hazards (holes, hazardous trees and branches, sprinkler heads, etc.) identified and corrective action initiated within the same workday.	High	Yes	Yes = Met No = Did Not Meet

VLB Quarterly Site Inspection Checklist #4 Operational Standards and Measures for Texas State Veterans Cemeteries

25 of 100 standards

2 Blue	Critical Priority, required for all VLB Quarterly Site Inspections
10 Red	High Priority, required for all VLB Quarterly Site Inspections
13 Yellow	Medium Priority, required for all VLB Quarterly Site Inspections

Category	Sub-Category	Standard	Measure	Priority Level	Target	Scoring Criteria
1. Customer Satisfaction	2. Complaints	Standard 1.2.2: Committal services are conducted with dignity and respect for the decedent, and compassion for their loved ones.	Measure 1.2.2: The percent of complaints from visitors and family members about the committal service, when the cemetery is responsible, that are addressed and attempted to be resolved by the cemetery.	High	100%	100% = Met <100% = Did Not Meet
1. Customer Satisfaction	2. Complaints	Standard 1.2.4: Daily maintenance activities do not detract from the dignity and solemnity of the cemetery.	Measure 1.2.4: The percent of complaints received as a result of operations, noise, equipment, etc. intruding on the visitor's experience that are addressed and attempted to be resolved by the cemetery.	Medium	100%	100% = Met <100% = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.6: Restrooms are clean, functional, sanitary, and appropriately supplied (e.g., soap, paper towels, hand-dryer, and toilet paper) and are accessible.	Measure 3.1.6a: The percent of all cemetery restrooms that are inspected daily and determined to be clean and supplied in accordance with a Restroom Checklist. Checklists are visibly posted in each restroom. (Excludes, temporary restrooms (i.e., portable toilets for an event or at a construction site)).	High	100%	100% = Met <100% = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.6: Restrooms are clean, functional, sanitary, and appropriately supplied (e.g., soap, paper towels, hand-dryer, and toilet paper) and are accessible.	Measure 3.1.6b: For cemeteries with no on-site assigned State or Tribal employees, restrooms are cleaned and supplied as needed at least once a week and inspected at least once every two weeks.	High	100%	100% = Met <100% = Did Not Meet
3. Facilities Maintenance	4. Waste Management	Standard 3.4.1: Trash is collected, disposed of, and does not detract from cemetery appearance.	Measure 3.4.1a: The cemetery's central trash collection points are located in areas that minimize public visibility.	Medium	Yes	Yes = Met No = Did Not Meet
3. Facilities Maintenance	4. Waste Management	Standard 3.4.1: Trash is collected, disposed of, and does not detract from cemetery appearance.	Measure 3.4.1b: Public-use trash receptacles are clearly marked, clean, neat, and in good repair.	Medium	Yes	Yes = Met No = Did Not Meet
4. Gravesite Assessment Review	1. GAR	Standard 4.1.1: Gravesites and the appropriate Headstone, Marker, or Niche Cover are maintained within the guidelines and limits required to allow for a visually pleasing experience.	Measure 4.1.1d: The percent of gravesites where turf around flat markers is edged (not trimmed) according to the Grounds Management Plan and are free of trimming debris.	Medium	95%	85-100% = Met <85% = Did Not Meet
4. Gravesite Assessment Review	1. GAR	Standard 4.1.2: Proper height, alignment, and plumb of each headstone and marker is maintained.	Measure 4.1.2c: The percent of upright headstones that are at correct plumb (no less than 89 degrees).	High	90%	80-100% = Met <80% = Did Not Meet
5. Grounds Maintenance	4. Planting Beds	Standard 5.4.1: Cemetery Planting Beds are well maintained, attractive, and compatible with the geographic region.	Measure 5.4.1a: Planting beds are Generally Weed-Free .	High	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	5. General Maintenance	Standard 5.5.1: All areas where cemetery operations have been conducted are neat, clean, and free of debris and equipment at the end of the workday.	Measure 5.5.1b: Roads, walkways, shelters, and burial sections are free of grounds maintenance debris by the end of the workday.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	5. General Maintenance	Standard 5.5.2: The National Cemetery Administration's floral policy is posted where the largest number of visitors will see the information.	Measure 5.5.2: Floral regulations are posted in visually prominent areas .	Medium	Yes	Yes = Met No = Did Not Meet

5. Grounds Maintenance	5. General Maintenance	Standard 5.5.3: Floral vases and its receptacles are well marked and in good condition.	Measure 5.5.3a: Floral vases are clean, free of water and debris, and in good repair.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	5. General Maintenance	Standard 5.5.3: Floral vases and its receptacles are well marked and in good condition.	Measure 5.5.3b: Receptacles for floral vases are well marked, clean, neat, and in good repair.	Medium	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	3. Installation	Standard 6.3.2: Headstones, markers, and niche covers are properly installed.	Measure 6.3.2c: Niche covers are installed to be horizontally and vertically aligned. The proper rosette and security screws are used.	High	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	3. Installation	Standard 6.3.2: Headstones, markers, and niche covers are properly installed.	Measure 6.3.2e: Headstones and markers are located on the correct gravesite, consistent with the Gravesite Layout Plan and Registry.	High	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	4. Visible and Legible	Standard 6.4.1: Headstones, markers, and niche covers that are no longer useable are disposed of in a manner that prevents reuse.	Measure 6.4.1a: Headstones, markers, and niche covers that are no longer useable are destroyed in a manner that obliterates the inscription and is dispositioned to prevent reuse; or placed within the existing gravesite for disposal to prevent reuse.	High	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	4. Visible and Legible	Standard 6.4.3: Headstones, markers, or niche covers stolen, vandalized or damaged beyond reasonable repair by actions outside the cemetery's control (e.g., storms, automobile accidents) are repaired or replaced.	Measure 6.4.3: The percent of headstones, markers, or niche covers damaged beyond reasonable repair, stolen or defaced that are repaired or reordered within six calendar days of the date damage is identified.	Medium	100%	90 - 100% = Met <90% = Not Met
6. Headstone, Marker and Niche Cover Operations	4. Visible and Legible	Standard 6.4.4: Headstone, marker and niche cover inscriptions are visible and legible, as appropriate for the age, and Historic Significance of the marker.	Measure 6.4.4: The percent of Historical Headstones, Markers and Niche Covers replaced during the past 12 months that are replaced with a headstone, marker, or niche cover of the same dimensions, material, inscription and features.	Medium	100%	100% = Met <100% = Did Not Meet
7. Interment Operations	5. Appearance of Gravesite and Active Burial Section	Standard 7.5.1: Each day's burial/niche sites are covered, initially groomed, marked, and made presentable for visitors before close of business each day.	Measure 7.5.1b: Daily burials are level with the surrounding terrain, tamped, raked smooth, and made ready for the application of seed or sod.	Medium	Yes	Yes = Met No = Did Not Meet
7. Interment Operations	5. Appearance of Gravesite and Active Burial Section	Standard 7.5.1: Each day's burial/niche sites are covered, initially groomed, marked, and made presentable for visitors before close of business each day.	Measure 7.5.1c: Floral arrangements are neatly placed on correct gravesites by close of business each burial day.	Medium	Yes	Yes = Met No = Did Not Meet
7. Interment Operations	5. Appearance of Gravesite and Active Burial Section	Standard 7.5.2: The active burial section presents a disciplined evolution , not a construction site.	Measure 7.5.2: Subsections show evidence of progress toward completion; grass is being established, headstones and markers delivered are being set, excess dirt, debris, tools and equipment are removed.	Medium	Yes	Yes = Met No = Did Not Meet
8. Safety	2. Personnel	Standard 8.2.1: Necessary personal protective equipment (PPE) and safety measures will be adhered to at all times.	Measure 8.2.1a: Personnel wear appropriate uniform and PPE for assigned tasks.	High	Yes	Yes = Met No = Did Not Meet
8. Safety	2. Personnel	Standard 8.2.1: Necessary personal protective equipment (PPE) and safety measures will be adhered to at all times.	Measure 8.2.1b: The number of accidents that occur as a result of improper use or lack of using PPE or safety measures during cemetery operations .	High	0	0 = Met >0 = Did Not Meet
9. VLB Standard	3. Administration	Standard 9.3.1: Reporting.	Measure 9.3.1: All reports are submitted accurately and on time.	Critical	Yes	Yes = Met No = Did Not Meet
9. VLB Standard	4. Ceremonies and Special Events	Standard 9.4.1: Ceremonies.	Measure 9.4.1: Plan and coordinate one ceremony per year.	Critical	Yes	Yes = Met No = Did Not Meet

Note:

METHODOLOGY

The performance of the cemetery against each of the 9 applicable categories as listed in the checklists above, is evaluated using a combination of the following:

- 1) Documentation review;
- 2) In-person interviews of cemetery staff;
- 3) Visual inspection; and
- 4) Sampling of gravesites.

The VLB Quarterly Site Inspection Checklists will be used to gauge the cemetery’s performance in multiple functional areas to provide a comprehensive picture of the cemetery’s appearance and overall performance.

DISTRIBUTION

Upon finalizing the inspection results, the VLB Inspector will provide a copy of the scorecard and performance score results to the VLB Veterans Cemeteries Manager and the cemetery Director.

CORRECTIVE ACTION PLAN

A Corrective Action Plan (CAP) is required by VLB for any measure that the cemetery received a “Did Not Meet” on the VLB Quarterly Site Inspection Checklist scorecard.

Within one (1) week of receiving the final inspection results from VLB, the Cemetery Director shall submit a CAP to the VLB Inspector.

The VLB Inspector and Cemeteries Manager will review the CAP to determine if it describes how the cemetery will correct the deficiency and if a reasonable projected completion date was provided.

If the CAP is not approved, then it will be returned to the Cemetery Director to be amended. Once amended, it will be returned to the VLB Inspector for a subsequent review with the VLB Cemeteries Manager.

If the CAP is approved, the VLB Inspector will notify the Cemetery Director to move forward with the plan of action.

Cemetery Directors will provide a monthly status report of all active CAPs to the VLB Cemeteries Manager, VLB Inspector, and any other interested parties (i.e., city or county leadership, etc.) until the deficiency has been corrected.

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GLO Information Security Appendix

1. Definitions

“[Breach of Security](#)” or “[Breach](#)” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“[GLO Data](#)” means any data or information owned by the GLO, including PII or SPI as defined below, that Provider creates, obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the course of Contract performance.

“[Personal Identifying Information](#)” or “[PII](#)” means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code 521.002(1).

“[Sensitive Personal Information](#)” or “[SPI](#)” means the information categories listed at Tex. Bus. & Com Code 521.002(2).

2. Security and Privacy Compliance

- 2.1. Provider shall keep all and GLO Data received under the Contract strictly confidential.
- 2.2. Provider shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3. Provider shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the NIST Cybersecurity Framework. All such safeguards shall comply with applicable data protection and privacy laws.
- 2.4. Provider will legally bind any subcontractors to the same requirements stated herein and obligations stipulated in Provider's contract with the GLO. Provider shall ensure that the requirements stated herein are imposed on any subcontractor of Provider's subcontractor(s).
- 2.5. Provider will not share GLO Data with any third parties.
- 2.6. Provider will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees or subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally handle PII on behalf of the agency. Provider agrees to maintain and, upon request, provide documentation of training completion.
- 2.7. Any GLO Data maintained or stored by Provider or any subcontract must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

3. Data Ownership

- 3.1. GLO shall retain full ownership of all respective data provided to Provider or to which the Provider otherwise gains access by operation of the Contract.

3.2. Upon termination of the Contract, Provider shall promptly return to the GLO all GLO Data possessed by Provider and its agents or subcontractors. Provider shall retain no copies or back-up records of GLO Data. If such return is infeasible, as mutually determined by the GLO and Provider, the obligations set forth in this **Attachment**, with respect to GLO Data, shall survive termination of the Contract and Provider shall limit any further use and disclosure of GLO Data to the purposes that make the return of GLO Data infeasible. In lieu of the requirements in this Section 3.2, the GLO may direct Provider to destroy any GLO Data in Provider's possession. Any such destruction shall be verified by Provider and the GLO.

4. Data Mining

- 4.1. Provider agrees not to use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.
- 4.2. Provider agrees to take all reasonably feasible, physical, technical, administrative, and procedural measures to ensure that no unauthorized use of GLO Data occurs.

5. Breach of Security

- 5.1. Provider agrees to provide the GLO with the name and contact information for an employee of the Provider which shall serve as the GLO's primary security contact.
- 5.2. Upon discovery of a Breach of Security or suspected Breach of Security by the Provider, the Provider agrees to notify the GLO as soon as possible, but in no event longer than 24 hours, upon discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, the Provider agrees to provide, at minimum, a written preliminary report to the GLO with root cause analysis including the total number of records affected.
- 5.3. The initial notification and report shall be submitted to the GLO Information Security Officer at informationsecurity@glo.texas.gov.
- 5.4. Provider agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Provider agrees that it shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent.
- 5.6. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, the Provider agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

6. Right to Audit

- 6.1. Upon the GLO's request and to confirm Provider's compliance with this **Attachment**, Provider grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Provider's, or Provider's subcontractor's, physical and/or technical environment in relation to GLO Data. Provider agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and

application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Provider may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, PCI Compliance Report. Provider shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review, is included in any subcontract it awards.

- 6.2. At the GLO's request, Provider agrees to promptly and accurately complete a written information security questionnaire provided by the GLO regarding Provider's business practices and information technology environment in relation to GLO Data.



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: September 9, 2024
PRESENTED BY: Cesar Torres, Chief of Police
AGENDA ITEM: Authorization to submit a grant application to the Texas Department of Transportation for the STEP – Impaired Driving Mobilization 2025 Grant in the amount of \$37,789.41 with a 20% match accepted by TXDOT in-kind through fringe benefits and administrative costs - Torres

NATURE OF REQUEST:

The Mission Police Department is seeking authorization to apply for the STEP – Impaired Driving Mobilization 2025 grant. This grant is crucial for the city of Mission as it allows the opportunity to have more officers on the road during peak holidays (Spring Break, Christmas, New Years, Labor Day, and Independence Day). This grant allows the Mission Police Department to increase patrols and enforcement (targeting impaired driving), which helps reduce roadway deaths and number of road accidents in the City of Mission. The grant is a year-round grant, split into mobilization periods per peak holiday. The grant period will be from 12/10/2024 to 09/04/2025. The grant application due date is October 4th, 2024. We kindly request your authorization to proceed with the application process for this grant, as it aligns with our shared goal of promoting a safer environment for the residents and visitors of our city. The grant is a year-round grant, split into mobilization periods per peak holiday (Spring Break, Christmas, New Years, Labor Day, and Independence Day). The total grant amount for 2024 was \$37,789.41. The grant requires a 20% cash match, which is accepted by TXDOT through fringe benefits and administrative costs.

BUGETED: Yes FY 24-25 FUND: Designated Purpose ACCT. #: 15-300-33622

BUDGET: \$37,789 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 _____

Request for Authorization to Apply for STEP - IDM - 2025 grant

Luis Gutierrez <lgutierrez0559@missiontexas.us>

Mon 8/26/2024 4:00 PM

To: Virginia Passamentt <vpassamentt0741@missiontexas.us>

Cc: Cesar Torres <chiefctorres@missiontexas.us>; Teodoro Rodriguez <asstchiefrodriguez@missiontexas.us>; Reynaldo Perez <asstchiefperez@missiontexas.us>

Officer Passamentt can you start working on this one it is due on 10/04/2024.

Dear City Council Members, The Mission Police Department is seeking authorization from the City Council to apply for the STEP - IDM - 2025 grant, which has a Mobilization Period from 12/10/2024 to 09/04/2025. This grant is crucial for the city of Mission as it will allow us to have more personnel on the road during peak holidays, enabling us to reduce roadway deaths through increased patrols and enforcement measures targeting impaired driving. The STEP - IDM - 2025 grant presents an opportunity for us to enhance public safety and make a significant impact on reducing the number of road accidents related to impaired driving during the designated mobilization period. Our department is committed to utilizing these funds effectively to ensure the well-being of the community and to uphold the highest standards of traffic safety. We kindly request your authorization to proceed with the application process for this grant, as it aligns with our shared goal of promoting a safer environment for the residents and visitors of our city.

Thank you for your consideration of this request. We are available to provide any additional information or clarification needed.

Sincerely,

Cpl. Luis Gutierrez
 Traffic Investigations Bureau Supervisor
 TXDRE#38367
 Lgutierrez0559@missiontexas.us
 Work Cell # (956)828-7078
 Office # (956) 584-5039



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Item 22.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: September 9, 2024

PRESENTED BY: Cesar Torres, Chief of Police

AGENDA ITEM: Authorization to re-renter into a Memorandum of Understanding between the Hidalgo County HIDTA Task Force and the City of Mission Police Department – Torres

NATURE OF REQUEST:

The Mission Police Department is requesting authorization to re-enter into a memorandum of understanding with the Hidalgo County HIDTA Task Force, for the purpose of mutually addressing illicit trafficking of narcotics that have a substantial, and detrimental, effect on the health and general welfare of the public. This agreement outlines the responsibilities for both agencies. This agreement will be in effect upon approval.

BUGETED: Yes FY24-25 **FUND:** General **ACCT. #:** 01-300-33680

BUDGET: \$18,000 **EST. COST:** \$ **CURRENT BUDGET BALANCE:** \$

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MCP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

STATE OF TEXAS
COUNTY OF HIDALGO

§
§
§

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered into, by and between the Hidalgo County HIDTA Task Force, County of Hidalgo, Texas, hereinafter called "HIDTA", and the Mission Police Department, Mission, Texas, hereinafter referred to as "LAW ENFORCEMENT AGENCY".

WHEREAS, the HIDTA and the LAW ENFORCEMENT AGENCY have common law enforcement, drug and crime prevention goals and initiatives; and

WHEREAS, the HIDTA and the LAW ENFORCEMENT AGENCY seek to establish cooperation among federal, state(s) and local law enforcement agencies; and

WHEREAS, the HIDTA and the LAW ENFORCEMENT AGENCY have heretofore entered into an AGREEMENT pursuant to Article 59 of the Texas Code of Criminal Procedure for the exchange of services related to law enforcement, drug, and crime prevention; and

WHEREAS, the LAW ENFORCEMENT AGENCY participate in HIDTA law-enforcement investigations /operations that may result in forfeiture of "contraband" as defined under Article 59.01, 59.02 of the Texas Code of Criminal Procedure, the property of which may be distributed among participating agencies; and


NOW THEREFORE, to enhance cooperation amongst agencies and express their mutual commitment to law enforcement, drug and crime prevention, HIDTA and LAW ENFORCEMENT AGENCY hereby enter into this agreement as follows:

1. LAW ENFORCEMENT AGENCY may request a distribution of the forfeited property by notifying HIDTA.
2. LAW ENFORCEMENT AGENCY hereby acknowledges and agrees that the distribution of property shall be by a mutually agreed upon percentage based on the degree of participation by LAW ENFORCEMENT AGENCY in the investigation/operation.
3. LAW ENFORCEMENT AGENCY will submit a Hidalgo County Purchasing Department Bidder/Vendor Application and Form W-9 if they are not currently an established vendor with Hidalgo County.
4. LAW ENFORCEMENT AGENCY hereby acknowledges and agrees that distributed property shall be used for law enforcement purposes only.
5. HIDTA will distribute awarded property in accordance with the "Texas Code of Criminal Procedure Chapter 59 Forfeiture of Contraband,"
 - a. The terms of this agreement apply only to the distribution of property awarded in connection with joint investigations, and on a case by case basis between HIDTA and LAW ENFORCEMENT AGENCY.

- b. This does not bind **HIDTA** or **LAW ENFORCEMENT AGENCY** to any other matters involving the sharing and distribution of proceeds of contraband forfeitures.
- 6. This Agreement may be terminated by either party by giving thirty (30) days written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.
- 7. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, TO BE EFFECTIVE UPON DATE OF FINAL EXECUTION BY PARTIES.

**OFFICE OF CRIMINAL DISTRICT ATTORNEY,
HIDALGO COUNTY, TEXAS**

By: 
Toribio "Terry" Palacios, District Attorney

Date: 04/16/2024

MISSION POLICE DEPARTMENT

By: _____
Cesar Torres, Police Chief

Date: _____


HIDALGO COUNTY HIDTA TASK FORCE

By: 
Juan Sifuentes, HIDTA Commander

Date: 4/16/2024

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office

By: 
Victor M. Garza, Assistant District Attorney



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: September 9, 2024

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

AGENDA ITEM: Authorization to accept the FY 2024-2025 Other Victim Assistance Grant (OVAG) from the Office of the Attorney General Crime Victim Services Division in the amount of \$49,500.00 with no match requirement - Elizalde

NATURE OF REQUEST:

The Mission Police Department has been awarded the OVAG grant for FY 2024-2025 from the Office of the Attorney General Crime Victim Services Division. The total amount of the grant award is \$49,500.00 and will allow the Mission Police Department to continue the vast services provided by our Crime Victims Liaison program. This grant will be in effect from September 1, 2024 through August 31, 2025. There is no cash match requirement by the City of Mission.

BUGETED: Yes / No / N/A **FUND:** _____ **ACCT. #:** 15-300-33450

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



RE: FY 2025 Other Victim Assistance Grant (OVAG) Contract

Contract Number: C-01919

Grantee: City of Mission Police Department

Amount: \$49,500.00

Executed:

Term: September 1, 2024 – August 31, 2025

Budget Coding:

ORG	PCA	Agy Obj
B310000	11302	7611

GRANT CONTRACT

OAG Grant Contract No. C-01919

This contract (“Grant Contract”) is executed between the Office of the Attorney General (“OAG”) and City of Mission Police Department (“GRANTEE”) for certain grant funding. The OAG and GRANTEE may be referred to in this Grant Contract individually as “Party” or collectively as “Parties.”

SECTION 1. PURPOSES OF THIS GRANT CONTRACT

The purpose of the Other Victim Assistance Grant (OVAG) program (“Grant Program”) is to accomplish the general public purpose of addressing the unmet needs of crime victims by maintaining or increasing their access to quality services. It is intended that the grants will be awarded through a competitive selection and allocation process. The purpose of this Grant Contract is to provide reasonable contractual controls to ensure that funding under the Grant Program (“Grant Funds”) is used to achieve the public purposes of the Grant Program. In general, and subject to the terms, conditions, and limitations of each specific contract with each grantee, OVAG contracts awarded may be used for victim-related services or assistance for the following purposes:

- a. To provide direct services to crime victims including, but not limited to, counseling, crisis intervention, assistance with Crime Victims’ Compensation, assistance with the utilization of the Texas Statewide Automated Victim Notification Service (“SAVNS”), legal assistance, victim advocacy, and information and referral;
- b. To provide outreach or community education to help identify crime victims who might not otherwise be reached and provide or refer them to needed services;
- c. To connect crime victims to services for the purpose of supporting or assisting in their recovery;
- d. To train professionals and volunteers to improve their ability to inform crime victims of their rights, to assist crime victims in their recovery, or to establish a continuum of care for crime victims; or
- e. To provide other support for crime victims, related to services or assistance in aid of the recovery of the victim as determined by the OAG.

SECTION 2. TERM OF THIS GRANT CONTRACT

This Grant Contract shall begin on September 1, 2024, and shall terminate August 31, 2025, unless it is terminated earlier in accordance with another provision of this Grant Contract (“Contract Term”).

SECTION 3. GRANTEE’S CONTRACTUAL SERVICES

3.1 GRANTEE’s Compliance with Grant Application Kit. GRANTEE shall comply with the terms and conditions set forth and required in the OVAG/VCLG FY 2024–2025 Grant Application Kit (“Application Kit”), which is incorporated to this Grant Contract by reference. GRANTEE acknowledges and agrees that the Application Kit may be supplemented, amended, or adjusted by the OAG and that GRANTEE is charged with knowledge of the current terms of the Application Kit for the duration of the Contract Term. All statements, information, and documentation submitted to the OAG for approval of GRANTEE’s participation in the Grant Program, including narrative and budget, shall be considered, and referred to collectively, as the GRANTEE’s “Grant Application.”

3.2 Establishment of Final Project Budget, Targets, Outputs, Special Conditions, and Outcomes. The following are at the sole discretion of the OAG:

- (1) the OAG will establish the initial budget as submitted in GRANTEE’S Grant Application;
- (2) the OAG will establish the final project targets, outputs, Special Conditions (defined below), and outcomes based on GRANTEE’s Grant Application; and
- (3) the OAG may adjust GRANTEE’s budget, targets, outputs, outcomes, and/or any other items deemed appropriate by the OAG, at any time, during the Contract Term.

3.3 Grant Narrative. GRANTEE’s Grant Application submitted in response to the Application Kit, including the narrative contained therein as submitted by GRANTEE and as further modified by the OAG, which is in the possession of, acknowledged, and known by both Parties is hereby incorporated by reference into this Grant Contract. GRANTEE hereby certifies that the information provided in GRANTEE’s Grant Application, including the statements made in the narrative, is true and correct and agrees to be bound by the representations and commitments contained therein.

3.4 Special Conditions. The OAG may, in its sole discretion, impose Special Conditions, as that term is defined in the Application Kit, on GRANTEE, without notice and without amending this Grant Contract. The OAG, in its sole discretion, may supplement, amend, or adjust the Special Conditions of this Grant Contract. GRANTEE acknowledges and agrees in advance to satisfy the requirements of any Special Conditions imposed by the OAG. The imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all Special Conditions are satisfied.

SECTION 4. GRANTEE’S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; and Filings with the OAG. GRANTEE shall forward to the OAG all applicable reports and forms as specified by the OAG. GRANTEE shall

ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or GRANTEE Contact. GRANTEE must submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business or otherwise operate in Texas. Such notice must be provided in advance, when possible, but in no event later than ten (10) business days after the effective date of such change; provided, however, that such notice concerning a new address or main telephone number must be provided at least thirty (30) calendar days in advance of any such change. A change in GRANTEE's name requires an amendment to this Grant Contract pursuant to section 12.3.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with authority to act on behalf of GRANTEE. To change a GRANTEE contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures to ensure the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems, which include: budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5 Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations, or other applicable requirements. This provision shall not be construed as

limiting the OAG's access to such records and other information.

4.1.6 Public Information Act. Information, documentation, and other material in connection with this Grant Contract or the underlying Grant Program or Funds may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with the OAG, the State of Texas, or any other state agency pursuant to this Grant Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the OAG, the State of Texas, or any other state agency.

4.2 Programmatic Reports

4.2.1 Quarterly Statistical (Performance) Reports. GRANTEE shall deliver to the OAG quarterly statistical reports no later than the thirtieth (30th) day of each month following the end of each quarter covered by the Contract Term. The four (4) quarters, within each year covered by the Contract Term, end respectively on the last day of the months of November, February, May and August. Accordingly, quarterly statistical reports, for each respective quarter, are due on or before December thirtieth (30th), March thirtieth (30th), June thirtieth (30th), and September thirtieth (30th).

4.2.2 Contents of Quarterly Statistical Reports. The quarterly statistical reports shall contain, at a minimum, information on the following statistical measures:

- a. Targets as submitted in the Grant Application and accepted by OAG or otherwise established by the OAG pursuant to section 3.2 above;
- b. Outputs and Outcomes as submitted in the Grant Application, accepted by OAG or otherwise established by the OAG pursuant to section 3.2 above; and
- c. Program Narratives.

4.2.3 Written Explanation of Variance. GRANTEE must provide a written explanation to the OAG on the quarterly statistical report for any year-to-date performance that varies from the projected performance included within the implementation plan submitted by GRANTEE as part of the Grant Application or as otherwise agreed between the Parties. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with any quarterly and annual reports presented to the OAG.

4.2.4 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by this Grant Contract or self-evaluations of performance and other reports requested by the OAG in an appropriate format and on a timely basis. GRANTEE shall make available at reasonable times and for reasonable periods

client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.3 Financial Matters

4.3.1 Grant Budget. With regard to the use of Grant Funds pursuant to this Grant Contract, GRANTEE will immediately review the budget as established in this Grant Contract.

4.3.2 Monthly Request for Reimbursement and Financial Status Report. Grant Funds will be paid on a cost-reimbursement basis. GRANTEE will submit, each month, a request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE for providing services under this Grant Contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this Grant Contract.

The request for reimbursement will be submitted to the OAG in the form and manner approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (a) personnel and fringe benefits, reported separately, (b) professional and consulting services, (c) travel, (d) equipment, (e) supplies, and (f) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may require different or additional supporting documentation at any time.

A request for reimbursement and financial status report are required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

4.3.3 Fiscal Year-End Required Reports. GRANTEE shall submit fiscal year-end required reports that shall be received by the OAG not later than the earlier of (a) twenty (20) calendar days after the end of the Contract Term; or (b) twenty (20) calendar days after the end of each state fiscal year. The year-end reports shall include the following:

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.
- b. **Equipment Inventory Report.** To the extent the purchase of equipment is authorized under this Grant Contract and GRANTEE purchases equipment with Grant Funds, GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced, or transferred for any equipment that was purchased with Grant Funds.

4.3.4 Single Audit and Annual Independent Financial Audit Reports. GRANTEES shall comply with the following audit reporting requirements as applicable:

- a. GRANTEES that are required to undergo a Single Audit must complete and submit the Single Audit of the complete program and/or organization, and management letter of the audit findings, to the OAG within nine (9) months of the end of the fiscal year of the GRANTEE. The Single Audit must meet both the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR 200, and the Texas Grant Management Standards (TxGMS) requirements. For GRANTEES whose expenditures require the completion of a Single Audit, the submission of an Annual Independent Financial Audit will not satisfy the auditing requirement of this section.
- b. GRANTEES that are required to undergo an Annual Independent Financial Audit (by statute, regulation, or organizational policy) must submit the Annual Independent Financial Audit of the complete program and/or organization, and management letter of the audit findings, if requested by the OAG.
- c. GRANTEES who do not meet the expenditure threshold requiring a Single Audit, and are not required (by statute, regulation, or organizational policy) to complete an Annual Independent Financial Audit, are not required to submit an annual audit to the OAG.

4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Final Invoice.

GRANTEE is responsible for submitting bills in an accurate and timely manner. GRANTEE shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month's expenses, so that they are received by the OAG on or before the twentieth (20th) day of each month, or if the twentieth 20th day falls on a weekend or holiday, the next business day. The OAG will make reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE shall submit a final invoice that must be received by the OAG not later than the earlier of (a) twenty (20) calendar days after the end of the Contract Term; or (b) twenty (20) calendar days after the end of each state fiscal year.

4.3.6 Reimbursement of Actual and Allowable Allocable Costs. The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the Contract Term and is not obligated to reimburse any costs or expenses incurred by GRANTEE outside of the Contract Term. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this Grant Contract.

4.3.7 Refunds and Deductions. If the OAG determines that GRANTEE has been overpaid under this Grant Contract, such as payments made inadvertently or payments made but later determined not to be actual and allowable allocable costs, GRANTEE shall promptly refund that amount identified by the OAG as an overpayment. The OAG, in its sole discretion, may offset and deduct any amount of the overpayment from any amount owed to GRANTEE or may require repayment directly from GRANTEE. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination.

GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with Grant Funds under this Grant Contract. GRANTEE shall permanently identify all equipment purchased under this Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request; however, as between the OAG and GRANTEE, title for equipment will remain with GRANTEE.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with Grant Funds under this Grant Contract to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this Grant Contract, it shall use the proceeds to repair or replace said equipment.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG, and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

4.3.10 Debts and Delinquencies. GRANTEE agrees that any payments due under this Grant Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

4.4 Compromising Matters

4.4.1 GRANTEE Policy on Fraud, Waste, or Abuse and OAG Notification. GRANTEE must have a policy in place to prevent, detect, and remedy incidences of fraud, waste, or abuse and provide a copy of the policy to the OAG upon request. In the event of any actual, attempted, or suspected fraud, waste, or abuse of Grant Funds the GRANTEE discovers, the GRANTEE shall notify the OAG within five (5) business days of discovery.

For purposes of this Grant Contract: (i) fraud includes, without limitation, the deliberate misuse or misapplication of Grant Funds; (ii) waste includes, without limitation, the extravagant, careless, or needless expenditure of Grant Funds; and (iii) abuse includes, without limitation, the misuse of one's title, position, or authority to obtain a personal benefit or to attempt to damage another individual. GRANTEE understands that the failure to notify the OAG within the required timeframe of actual, attempted, or suspected fraud, waste, or abuse may result in the termination of this Grant Contract. GRANTEE also agrees to report any actual, attempted, or suspected fraud, waste, or abuse of Grant Funds to the State Auditor's Office pursuant to section 7.5 of this Grant Contract.

4.4.2 Reporting of Data Security Incidents. GRANTEE agrees to notify the OAG of any data security incident that has or may impact GRANTEE's ability to complete the services and deliverables, or otherwise fully perform its responsibilities under this Grant Contract within five

(5) business days of discovery. Failure to report in the required timeframe may result in termination of this Grant Contract.

For purposes of this Grant Contract, a data security incident is an event or action that could or does jeopardize the confidentiality, integrity, or availability of information relevant to GRANTEE's participation in the Grant Program.

4.4.3 Conduct Unbecoming. GRANTEE warrants that during the term of this Grant Contract, and in relation to GRANTEE's participation in the Grant Program, neither GRANTEE nor GRANTEE's agents will take any act or make any representation that would constitute an actual or potential conflict of interest with the OAG, reasonably create the appearance of impropriety, bring discredit to the OAG, or be against the interest of the State of Texas. GRANTEE acknowledges that violation of this section may result in termination of this Grant Contract. GRANTEE agrees that exhibiting a lack of good character (for example, without limitation, dishonesty, falsifying records, theft, fraud, abuse of authority, malfeasance, or failure to report unethical or illegal behavior) is prejudicial to the proper use of public funds. GRANTEE certifies that GRANTEE and GRANTEE's agents will perform the duties called for by this Grant Contract in a professional manner, and with the highest degree of integrity, consistent with the purposes of the Grant Program.

SECTION 5. OBLIGATIONS OF THE OAG

5.1 Monitoring. The OAG is responsible for monitoring GRANTEE to ensure the effective and efficient use of Grant Funds to accomplish the purposes of this Grant Contract.

5.2 Maximum Liability of the OAG. The total amount of this Grant Contract shall not exceed the sum of \$49,500.00. GRANTEE agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this Grant Contract. Any change to the maximum liability may only be achieved by an amendment to this Grant Contract pursuant to section 12.3, and any act, action, or representation by either Party, their agents, or their employees that purports to increase the maximum liability of the OAG is void, unless a written amendment in accordance with section 12.3 is executed by both Parties.

5.3 Limited Reimbursement of GRANTEE Expenses. The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this Grant Contract. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates: altering the scope of GRANTEE's participation in the Grant Program; adding funds to previously un-awarded budget categories; changing funds in any awarded budget category by more than 10% of the annual budget; and/or adding new line items to any awarded budget category.

However, the OAG reserves the discretionary right to require a formal amendment to this Grant Contract, in accordance with section 12.3, for any of the changes referenced in this section 5.3.

5.4 Reimbursement Not Entitlement or Right. Reimbursement under this Grant Contract is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this Grant Contract and all documents incorporated herein by reference.

5.5 Funding Limitation. GRANTEE agrees that funding for this Grant Contract is subject to the actual receipt by the OAG of Grant Funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the Grant Funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to, and the spending authority of, the OAG for the purpose of this Grant Contract. **GRANTEE agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not appropriated the Grant Funds, or if the OAG does not receive the appropriated funds for the Grant Program, or if the funds appropriated to the OAG for the Grant Program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay GRANTEE any remaining balance on this Grant Contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, in its sole discretion, terminate this Grant Contract, without recourse, liability or penalty, upon written notice to the other Party at least thirty (30) calendar days before the effective date of such termination.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions, and provisions of this Grant Contract, or if the OAG receives financial reporting which indicates high financial risk, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this Grant Contract.

6.3 Termination for Failure to Maintain Financial Viability. The OAG may terminate this Grant Contract if, in its sole discretion, the OAG has a good faith belief that GRANTEE no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities, under this Grant Contract.

Upon request, GRANTEE will provide the OAG a copy of any document the OAG deems relevant to determining financial viability.

6.4 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Contract.

Termination of this Grant Contract for any reason or expiration of this Grant Contract shall not release the Parties from any liability or obligation set forth in this Grant Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following

any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Grant Contract: sections 4 (Obligations of GRANTEE), 5 (Obligations of the OAG), 7 (Audit rights; Records Retention), 11 (Additional Terms and Conditions), and 12 (Construction of Grant Contract and Amendments).

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this Grant Contract. GRANTEE shall also maintain any records deemed necessary by the OAG, the OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Grant Contract.

7.2 Records Retention. GRANTEE shall maintain and retain records for a period of seven (7) years after this Grant Contract is terminated or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this Grant Contract or related documents are resolved. The records include, but may not be limited to, this Grant Contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under this Grant Contract, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered. The OAG may, in its discretion, direct GRANTEE to retain documents for a longer period of time or transfer certain grant records to OAG custody when it is determined the records possess longer term retention value. GRANTEE must include the substance of this clause in all subcontracts related to this Grant Contract.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit, verify contractually required performances, and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to, and make available copies of, all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, examining, or auditing such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or indirectly through a subcontract under this Grant Contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of

the entity, person, or contractor(s) that pertain to this Grant Contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' advance notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office ("SAO") may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the SAO, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the SAO in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The SAO shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Grant Contract. GRANTEE also represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the SAO.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to the OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as the OAG or its designees may reasonably require to perform the audits described in this Grant Contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate the proper methods for the delivery of information to the OAG by GRANTEE. The OAG generally requires submission of information via email. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this Grant Contract including, without limitation, semi-annual statistical reports, annual performance reports, financial status reports, requests for reimbursement, Annual Compiled Financial Statement Report, and any other reports, notices or information must be submitted in the manner directed by the OAG. The manner of delivery is subject to change during

the Contract Term at the sole discretion of the OAG.

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this Grant Contract, the OAG, in its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase in monitoring visits; require that additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the amount of this Grant Contract; and/or terminate this Grant Contract. The foregoing are not exclusive remedies and the OAG may impose other requirements that the OAG determines will be in the best interest of the State of Texas.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information, indicators of financial risk, or reports of conflict of interest or potential/actual fraud, waste, or abuse, may result in the OAG, in its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, in its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion and with no obligation to require a corrective action plan first, may impose sanctions, including, without limitation, one or more of the following: withholding or suspending funding; offsetting previous reimbursements; requiring repayment; disallowing claims for reimbursement; reducing funding; terminating this Grant Contract; and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the terms and conditions of this Grant Contract. Corrective action plans, financial hold, and/or sanctions do not excuse or operate as a waiver of any failure to comply with this Grant Contract. GRANTEE is charged with full knowledge of all terms, conditions, and other requirements of this Grant Contract, and ignorance of any terms, conditions, or other requirements referenced in this Grant Contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, and guidelines, including 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this Grant Contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement controls.

10.2 Uniform Grant Management Act, TxGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies, including Texas Government Code, Chapter 783, and the Texas Grant Management Standards (TxGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, which are incorporated herein by reference, including, without limitation, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual Single Audit certification, compliance with annual independent financial audit filing requirement, return of Grant Funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE. GRANTEE shall also follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Contract.

10.4 Dealings with Public Servants; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. Further, GRANTEE represents and warrants that in the administration of Grant Funds, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential, or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose to the OAG, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract or other change in circumstances relevant to this section 10.4.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this Grant Contract and currently is, and will remain, in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and federal governmental bodies related to GRANTEE's right to operate and/or conduct business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinances or state or federal laws.

10.6 Does Not Boycott Israel. To the extent required by Texas Government Code Section 2271.002, GRANTEE represents and warrants that neither GRANTEE, nor any subcontractor, assignee, or subrecipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the Contract Term. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor, assignee, or subrecipient. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Section 808.001(1).

10.7 Law Enforcement Agency Grant Restriction. To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01 of the General Appropriations Act during the Contract Term, funds may only be expended under this Grant Contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law Enforcement has certified that GRANTEE is in the process of achieving compliance. This requirement applies to all applicable subawards and must be present in applicable subaward contracts.

10.8 Restriction on Abortion Funding. GRANTEE acknowledges that, under article IX, section 6.24 of the General Appropriations Act during the Contract Term, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

10.9 Restriction on Use of Public Money to Facilitate or Provide Gender Transition Therapies to Children. GRANTEE acknowledges that, under Texas Health and Safety Code Section 161.704 public money may not be used to directly or indirectly provide or facilitate the provision of a procedure or treatment to a child that is prohibited under Texas Health and Safety Code Section 161.702 and is not exempted under Texas Health and Safety Code Section 161.703.

SECTION 11. ADDITIONAL TERMS AND CONDITIONS

11.1 Indemnification.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this Grant Contract, including, without limitation, the use of automobiles or other transportation, by its owners, incorporators, officers, directors, employees, volunteers or any third parties. TO THE EXTENT PERMISSIBLE UNDER THE TEXAS CONSTITUTION AND LAWS PROMULGATED THEREUNDER, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OAG AND THE STATE OF TEXAS, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OAG. GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OAG. THE OAG AND GRANTEE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this Grant Contract or GRANTEE's participation in the Grant Program, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property, developed or produced, wholly or partially, using funds obtained under this Grant Contract, subject to an unrestricted, royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted to the OAG by GRANTEE, or, where applicable, the State of Texas or the United States Government if federal funds are expended. GRANTEE hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use such material and intellectual property (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion.

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the GRANTEE's obligations to the OAG under this Grant Contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, GRANTEE shall promptly bring such refusal to the attention of the OAG Grant Manager for this Grant Contract and not proceed with the agreement in question without further

authorization from the OAG Grants Administration Division.

11.4 Program Income. Gross income directly generated from Grant Funds through a project or activity performed under this Grant Contract is considered “Program Income.” Unless otherwise required under the terms of this Grant Contract, any Program Income shall be used by GRANTEE to further the program objectives of the project or activity under this Grant Contract, and the Program Income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this Program Income in accordance with the OAG’s reporting instructions. GRANTEE must expend Program Income during the Contract Term, and any Program Income not expended during the Contract Term must be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this Grant Contract to replace or substitute existing funding from other sources that also support the activities that are the subject of this Grant Contract.

11.6 No Solicitation or Receipt of Funds on Behalf of the OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of the OAG. GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this Grant Contract without the prior written approval of the OAG. The OAG shall maintain complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this Grant Contract, and the OAG may withhold its approval for any reason or no reason. Any attempted subcontracting, assignment, or delegation in violation of this provision will be void and without effect.

In the event the OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Grant Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Contract and that the OAG shall not be liable in any manner to GRANTEE’s subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this Grant Contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 Merging Entities. If GRANTEE merges with an organization that is currently receiving grant funds for the same purpose, directly from the OAG (an “eligible organization”), and the merger is completed during the Contract Term, the standing organization may seek reimbursement

for the remaining OAG funding of the dissolving organization in addition to the standing organization's current funding.

If GRANTEE merges with, or is absorbed by, an organization that is not an eligible organization, GRANTEE's Grant Contract will terminate upon the effective date of the merger transaction, and the standing organization may not seek the funding of the dissolving organization for the current grant period.

11.10 No Waiver of Sovereign Immunity. The Parties expressly agree that no provision of this Grant Contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.11 Governing Law; Venue. This Grant Contract is made and entered into in the State of Texas. This Grant Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Grant Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action, or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

11.12 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired during the Contract Term who will be working on any matter covered by this Grant Contract.

11.13 Limitation on Civil Legal Services Providers. If GRANTEE is a provider of civil legal services to victims of crime, and if the purpose of the Grant Funds is to provide legal services to victims of crime, GRANTEE shall comply with the following:

11.13.1 Services to Indigent Clients. GRANTEE shall provide victim-related civil legal services directly to indigent victims, indigent immediate family members of indigent victims, or other authorized indigent claimants. "Indigent" means an individual who earns not more than 187 ½% of the federal poverty guidelines published by the United States Department of Health and Human Services. Victims, immediate family members of victims, and other authorized claimants are defined in Article 56A.001 of the Texas Code of Criminal Procedure.

11.13.2 Eligibility Screening. GRANTEE shall conduct eligibility screening for each individual seeking victim-related civil legal services. GRANTEE agrees to use the intake screening form supplied by the OAG. A copy of all intake screening forms shall be maintained by GRANTEE in a central location and shall be made available to the OAG or any party the OAG determines should have access to these documents at any reasonable time.

11.13.3 No Cases Resulting in Fees. Grant Funds to organizations to provide legal services to the victims of crime, immediate family members, or other authorized claimants in civil matters shall not be used for any case or matter that, if undertaken on behalf of an indigent person by an attorney in private practice, might reasonably be expected to result in payment of a fee for legal services from an award to a client from public funds, or from the opposing party.

The above provisions may not be applicable in any case where GRANTEE determines, in good faith, that (a) the indigent person seeking legal assistance has made reasonable efforts to obtain the services of an attorney in private practice for the particular matter (including contacting attorneys in private practice in the county of residence of the indigent person who normally accept cases of a similar nature), and (b) has been unable to obtain such services because the potential fee is inadequate, is likely to be uncollectible, would substantially consume any recovery by the client, or because of any other reason the GRANTEE believes prevents the client from obtaining the services of a private attorney.

11.13.4 Other Restrictions. Grant Funds shall not be used to directly fund lobbying for or against any candidate or issue; class action suits against any party; or other lawsuits causes of action, defenses, or claims against governmental entities except as specifically provided below.

Grant Funds may be used to support a lawsuit brought by an individual, solely on behalf of the individual or the individual's dependent or ward, to compel a governmental entity to provide benefits that the individual or the individual's dependent or ward is expressly eligible to receive, by statute or regulation, including social security benefits, temporary assistance to needy families, financial assistance under Chapter 31, Texas Human Resources Code, Supplemental Nutrition Assistance Program or food stamps, special education for persons with disabilities, Medicare, Medicaid, subsidized or public housing, and other economic, shelter or medical benefits provided by a government entity directly to an indigent individual, but not to support a claim for actual or punitive damages.

Grant Funds shall not be used to support any legal action seeking to establish, obtain or appeal Compensation for Crime Victims payments as administered by the OAG.

11.13.5 Cooperation and Collaboration. GRANTEE will cooperate and collaborate

in its service areas with (a) all other organizations providing civil legal services to the indigent, (b) the local organized bar, (c) relevant social and human service organizations, (d) relevant governmental agencies, and (e) other organizations that specifically provide victim-related services.

11.13.6 Professional Conduct. In accepting and pursuing matters for clients, GRANTEE shall adhere to the Texas Disciplinary Rules of Professional Conduct and the Texas Rules of Disciplinary Procedure and any other code or rules of professional responsibility adopted by this state for attorneys, paralegals, or other legal services providers. GRANTEE should exercise reasonably prudent judgment and consider all relevant factors, including the legal merits and the economic and practical value, of the matter.

11.13.7 Retainer Agreements and Private Referrals. Except for matters involving limited advice and brief services (e.g., clinics, hotlines, and similar services), GRANTEE shall execute a written retainer agreement, or letter of engagement, containing appropriate provisions for withdrawal of representation, with each client who receives legal services from GRANTEE. For cases that are referred by GRANTEE to a private attorney, GRANTEE shall make available to the accepting attorney a standard form retainer agreement which may be modified based on the agreement between the attorney and client.

The OAG, in its sole discretion, may further limit, authorize or define the scope of permitted legal services offered by the GRANTEE during the Contract Term.

11.14 Business with Iran, Sudan, or Terrorist Organizations. GRANTEE hereby represents and warrants that it does not, and shall not during the Contract Term, engage in any business operations, including but not limited to acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce with Iran, Sudan or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

11.15 No Use of Grant Funds for Lobbying. GRANTEE shall not use any Grant Funds provided by the OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office. GRANTEE represents and warrants that the OAG's payments to GRANTEE and GRANTEE's receipt of appropriated or other funds under this Grant Contract or Grant Program are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

11.16 Child Support Obligation Affirmation. Under Section 231.006 of the Texas Family Code, GRANTEE certifies that it is not ineligible to receive the specified Grant Funds and hereby acknowledges that this Grant Contract may be terminated and payment may be withheld if this certification is inaccurate. GRANTEE also represents and warrants that it will include the following clause in the award documents for any subrecipients, contractors, or subcontractors who

may receive Grant Funds indirectly through this Grant Contract and require their certification accordingly: “Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract or award may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) of the business entity submitting the bid or application.”

11.17 Dispute Resolution Process. To the extent applicable, the dispute resolution process provided for in Chapter 2009 of the Texas Government Code (for disputes between governmental bodies) and Chapter 2260 of the Texas Government Code (for disputes involving a non-governmental body) shall be used to resolve any dispute arising under this Grant Contract, including specifically any alleged breach of this Grant Contract by the OAG.

11.18 Excluded Parties. GRANTEE certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,” published by the United States Department of the Treasury, Office of Foreign Assets Control.

11.19 Executive Head of a State Agency Affirmation. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, GRANTEE certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four years before the date of this Grant Contract or grant was the executive head of the OAG, (3) a person who employs a current or former executive head of the OAG.

11.20 Political Polling Prohibition. GRANTEE represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

11.21 Financial Participation Prohibited Affirmation. Under Section 2155.004(b) of the Texas Government Code, GRANTEE certifies that it is not ineligible to receive this specified Grant Contract or Grant Funds and acknowledges that this Grant Contract may be terminated and all payments withheld if this certification is inaccurate.

11.22 Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, the GRANTEE certifies it is not ineligible to receive the specified contract or grant funding and acknowledges that this Grant Contract may be terminated and all payments withheld if this certification is inaccurate.

11.23 Prior Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the GRANTEE certifies that it is not ineligible to receive this Grant Contract or Grant Funding and acknowledges that this Grant Contract may be terminated and all

payments withheld if this certification is inaccurate.

11.24 Cybersecurity Training Program. All GRANTEES must complete a cybersecurity training. If the GRANTEE has access to any state or local government computer system or database, GRANTEE shall complete cybersecurity training and verify completion of the training program to the OAG pursuant to and in accordance with Section 2054.5192 or 2054.5191, as applicable, of the Government Code.

11.25 Debarment and Suspension. GRANTEE certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

11.26 Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations. GRANTEE represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

11.27 Legal Authority. GRANTEE represents that it possesses legal authority to apply for Grant Funds and to participate in the Grant Program. A resolution, motion or similar action has been duly adopted or passed as an official act of the GRANTEE's governing body, authorizing the filing of the Grant Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of GRANTEE to act in connection with this Grant Contract and to provide such additional information as may be required.

11.28 Limitations on Grants to Units of Local Government. GRANTEE acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- a. Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
- b. Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- c. Sections 2113.012 and 2113.101 of the Texas Government Code

11.29 Open Meetings. If the GRANTEE is a governmental entity, GRANTEE represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

11.30 Public Camping Ban. GRANTEE certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged

the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code § 364.003. If GRANTEE is currently being sued under the provisions of Local Government Code § 364.003, or is sued under this section at any point during the duration of the Contract Term, GRANTEE must immediately disclose the lawsuit and its current posture to the OAG.

11.31 Disaster Recovery Plan. Upon request of the OAG, GRANTEE shall provide the descriptions of its business continuity and disaster recovery plans.

11.32 Discrimination Prohibited. To the extent applicable, in accordance with Section 2105.004 of the Texas Government Code, GRANTEE represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

11.33 Force Majeure. Neither GRANTEE nor the OAG shall be liable to the other Party for any delay in, or failure of performance of, any requirement included in this Grant Contract caused by force majeure. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation systems, epidemics or pandemics, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and/or which, by the exercise of all reasonable due diligence, such Party is unable to overcome. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform as quickly as possible.

11.34 COVID-19 Documentation. Pursuant to Texas Health and Safety Code, Section 161.0085, a business in this state may not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business. To the extent applicable, Grantee represents and warrants that it is in compliance with Texas Health and Safety Code, Section 161.0085 and is eligible, pursuant to that section, to receive a grant or otherwise enter into a contract payable with state funds.

11.35 Independent Contractors. GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with, the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, or partner of, or part of any joint venture or joint enterprise with, the OAG or the State of Texas by virtue of this Grant Contract.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE

or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

SECTION 12. CONSTRUCTION OF THIS GRANT CONTRACT AND AMENDMENTS

12.1 Construction of this Grant Contract. The provisions of section 1 are intended to be a general introduction to this Grant Contract. To the extent the terms and conditions of this Grant Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations, and purposes of this Grant Contract.

12.2 Entire Agreement, Including All Exhibits, and Order of Precedence. This Grant Contract, including all exhibits, reflects the entire agreement between the Parties with respect to the Grant Program, and there are no other representations (verbal or written), directives, guidance, assistance, understandings, or agreements between the Parties related to such subject matter. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits. In the event of a conflict between the provisions of this Grant Contract document, the OAG's Application Kit, and the GRANTEE's Grant Application, the following order of precedence applies: (1) this Grant Contract document, (2) the OAG's Application Kit, and (3) GRANTEE's Grant Application.

12.3 Amendment. This Grant Contract shall not be modified or amended except in writing, signed by authorized representatives of both Parties. Any properly executed amendment of this Grant Contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Severability and Partial Invalidity. If any term or provision of this Grant Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. It is the intent and agreement of the Parties to this Grant Contract that this Grant Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Contract will continue in full force and effect.

12.5 No Implied Waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Grant Contract shall constitute a consent to, or waiver of, any breach or default in the performance

of any obligation of this Grant Contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this Grant Contract only in their official capacity.

12.7 Signature Authority. The undersigned represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective Parties.

12.8 False Statements. GRANTEE agrees and acknowledges that if GRANTEE signs this Grant Contract with a false statement or it is subsequently determined that GRANTEE has violated any of the representations, warranties, guarantees, certifications, or affirmations included in this Grant Contract, or any documents submitted in connection with this Grant Contract, then GRANTEE will be in default under this Grant Contract and the OAG may terminate or void this Grant Contract.

IN WITNESS HEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS GRANT CONTRACT.

Office of the Attorney General

City of Mission Police Department

Printed Name: _____
Office of the Attorney General

Printed Name: Norie Gonzalez Garza
Authorized Official

Certificate Of Completion

Envelope Id: C6954A71C9EA4874BAF195E45B7E0635	Status: Sent
Subject: Please DocuSign: FY 2025 OVAG Grant Contract	
Template ID:	
Template ID Usage Tracking:	
Division Designed Templates:	
Template ID Usage Tracking - List 2:	
Division Designed Templates - List 2:	
Source Envelope:	
Document Pages: 25	Signatures: 0
Certificate Pages: 7	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Lauren Sellers
Time Zone: (UTC-06:00) Central Time (US & Canada)	PO Box 12548
	Austin, TX 78711-2548
	Lauren.Sellers@oag.texas.gov
	IP Address: 136.62.220.35

Record Tracking

Status: Original	Holder: Lauren Sellers	Location: DocuSign
8/19/2024 12:14:33 PM	Lauren.Sellers@oag.texas.gov	

Signer Events	Signature	Timestamp
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Norie Gonzalez Garza	Sent: 8/19/2024 12:14:37 PM
acarrillo@missiontexas.us	Viewed: 8/26/2024 9:06:52 AM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 8/26/2024 9:06:52 AM
 ID: 84bda30e-a89e-4a3b-96cb-fca3be9544bd

Grants Administration Division Chief

Signing Group: Grants Administration Division Chief
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Crime Victim Services - Director

Signing Group: Crime Victim Services - Director
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

GCD Attorneys

Signing Group: GCD Attorneys
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Budget Analysts (Non-CS)

Signing Group: Budget Analysts (Non-CS)
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
Deputy Attorney General for Criminal Justice		
Signing Group: Deputy Attorney General for Criminal Justice		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Accounting - DocuSign Contracts
 ACC_DocuSign_Contracts@oag.texas.gov
 Victoria Ojeda
 Victoria.Ojeda@oag.texas.gov
 Christina Cisneros
 Christina.Cisneros@oag.texas.gov
 Signing Group: Accounting - DocuSign Contracts
 Inbox
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

GCD Contracts
 GCDContracts@oag.texas.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 2/14/2024 9:28:00 AM
 ID: eecf43d8-1763-44c6-85c7-b376774aebfc

GAD Contract Box
 GADContracts@oag.texas.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/19/2024 12:14:37 PM
Payment Events	Status	Timestamps

CONSUMER DISCLOSURE

From time to time, Office of the Attorney General (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Electronic signature

An electronic signature is an electronic identifier, created by a computer, attached to or logically associated with an electronic record, executed or adopted by a person with the intent and with the actual authority to sign the record. Your electronic signature has the same legal force and effect as a manual signature. Your electronic signature constitutes your signature, acceptance, and agreement as if you signed in writing.

Security standards

DocuSign provides security assurance with enterprise-wide ISO 27001:2013 certification, xDTM compliance, as well as SSAE 16, SOC 1 Type 2, SOC 2 Type 2 reports. DocuSign delivers data confidentiality with application level AES 256 bit encryption.

Sending information to and receiving information from us

The Public Information Act, chapter 552 of the Texas Government Code, applies to all information we send and receive. The Public Information Act protects information from public disclosure if it is confidential by any law or rule. If we receive a written request for information, the Public Information Act requires us to publicly disclose requested information that is not confidential by law or rule or otherwise excepted from public disclosure. If you receive any information from us in error, you are not authorized to read, print, retain, copy, or disseminate the information. Any information you receive in error may be confidential information that cannot be disclosed without violating the criminal provisions of the Public Information Act or Texas Penal Code section 39.06. If you receive information in error, please immediately send an e-mail to servicedesk@oag.texas.gov to notify us of the error and delete all copies of the information you received.

Getting paper copies

At any time, you may request from us a paper copy of any record we provided or made available electronically to you through the DocuSign system. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign ‘Withdraw Consent’ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Office of the Attorney General

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: servicedesk@oag.texas.gov

To advise Office of the Attorney General of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at servicedesk@oag.texas.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Office of the Attorney General

To request delivery from us of paper copies of the notices and disclosures we previously provided to you electronically, you must send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Office of the Attorney General

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

Required hardware and software

Supported Browsers:	DocuSign supports the latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops)
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: https://docucdn-a.akamaihd.net . DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Office of the Attorney General as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to me by Office of the Attorney General during the course of my relationship with you.



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: September 9, 2024
PRESENTED BY: Abel Bocanegra, P.E., City Engineer
AGENDA ITEM: Authorization to extend Second & Final six-month renewal for Hot & Cold Mix Asphalt for the Public Works Department - Bocanegra

NATURE OF REQUEST:

Seeking authorization to exercise the Second & Final Six-Month Renewal; this is the second of two renewal options. The City of Mission entered into an agreement with Frontera Materials for Hot & Cold Mix Asphalt. The contract term is for six months with the option to renew for two additional six-month renewals at a 5% increase in price. Recommendation is based solely on estimated quantities and orders will be placed on an as needed basis. This agreement will extend Bid No. 23-562-09-08 beginning September 26, 2024 through March 25, 2025.

- Hot Mix Asphalt with delivery Type "D" UOM/Ton \$83.90, with 5% increase \$88.09
Cold Mix Asphalt with delivery Type "D" UOM/Ton \$102.81, with 5% increase \$107.95
Hot Mix Asphalt without delivery Type "D" UOM/Ton \$73.50, with 5% increase \$77.18
Hot Mix Asphalt Without delivery Type "D" UOM/Ton (Progreso) \$80.32, with 5% increase \$84.34

BUDGETED: Yes FUND: Streets ACCT. #: 01-440-64370
BUDGET: \$600,000 EST. COST: \$ CURRENT BUDGET BALANCE: \$30,196

BUDGETED: Yes FUND: Utility (Water Distribution) ACCT. #: 02-412-64370
BUDGET: \$38,000 EST. COST: \$ CURRENT BUDGET BALANCE: \$26,154

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval MRP

RECORD OF VOTE: APPROVED:
DISAPPROVED:
TABLED:

AYES

NAYS

DISSENTING



Brandon Henry
Division Manager
956-316-8951
Frontera Materials Inc.
P.O Box 1449
Elsa, TX. 78543
08-27-24

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

23-562-09-08 (RFB: Hot & Cold Mix Asphalt) 2nd 6 Month Renewal

This letter is to inform the City of Mission that Frontera Materials Inc. will be exercising the 2nd and final contract extension. The 6-month extension will start on September 26th, 2024, and end on March 25th, 2025. As per the contract there will be a 5% increase to the per ton rate. Please see below for the new rates.

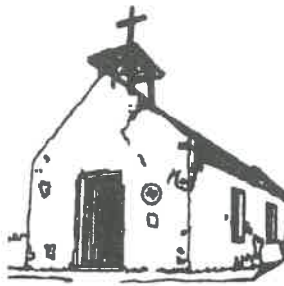
Hot Mix Asphalt Type D Delivered from La Joya Plant
Current Rate: \$83.90
New Rate: \$88.09

Cold Mix Asphalt Delivered from La Joya Plant
Current Rate \$ 102.81
New Rate \$107.95

Hot Mix Asphalt Type D F.O.B Pickup from La Joya
Current Rate 73.50
New Rate 77.18

Hot Mix Asphalt Type D F.O.B Pickup from Progreso
Current Rate \$80.32
New Rate \$84.34

Thank you,
Brandon Henry.



CITY OF MISSION

"Home of the Grapefruit"

Brandon Henry
Frontera Materials, Inc.
PO Box 1449
Elsa, Texas 78543

Subject: Notice of Award – Bid No: 23-562-09-08 Hot & Cold Mix Asphalt

Dear Brandon Henry:

You are hereby notified that you have been awarded City of Mission Bid No: 23-562-09-08 Hot & Cold Mix Asphalt. Please use this bid number on any correspondence to the City of Mission.

Contract base term will be for a period of six (6) months, commencing from date of award. The City of Mission shall reserve the option to renew this order for an additional two (2) consecutive, six (6) month periods at the end of the service period.

Contract Term: September 26, 2023 through March 25, 2024.

To facilitate the discharge of this contract, the Technical Representatives (TR) for the contract is Juan Pablo Terrazas, Assistant City Manager at (956) 249-1402 / Gabriel Diaz, Streets/Traffic Signal Supervisor at (956) 227-7916 / for further details. The Technical Representative will perform the following duties during the term of this contract:

1. Monitor, verify and take such action necessary to ensure that your firm performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications. Specific emphasis shall be placed on the quality, quantity, acceptability, and manner of work for both adherences to the contract provisions and to your firm's quality control program.
2. Notify your firm of deficiencies observed during delivery of goods and/or services and direct your firm to comply with the contract requirements. Coordinate with the Purchasing Agent about your firm's unacceptable performance. Your firm's corrective actions must be within the scope of the contract.
3. Forward all disagreements with your firm that cannot be resolved within the scope of the delegated authority to higher levels within the City. The TR will provide

records and reports to the Purchasing Agent concerning faulty or non-conforming work, delays or problems, and recommend appropriate actions to effect correction within the scope of the contract or dispute.

4. Ensure that any City furnished property is provided and returned in accordance with the contract provisions.
5. Maintain records applicable to the criteria established in the contract for performance issues, as they relate to the assessment of potential liquidated damages. Assert when applicable, in coordination with the Purchasing Agent, any damages provided in the contract due to your firm's failure to meet standards.
6. Maintain a current record of the obligated contract dollar amount, billed and paid.
7. Recommend acceptance or rejection of invoices that have been submitted by your firm. Disposition of payment recommendations rest with the appropriate Purchasing Agent and the TR.
8. Coordinate with the Purchasing Agent prior to releasing any correspondence involving schedule, performance, cost, and invoices/payment.
9. Work with the Purchasing Agent to properly close out the contract and all records.
10. Perform, or cause to be performed, inspections required by the contract. Verify that your firm has corrected all deficiencies. Act as certifying official, and receive, accept or reject supplies/services for the City specified in the contract and invoiced by your firm.

The following actions are specifically reserved for the Purchasing Agent.

1. Issuance of any orders or modifications to your firm regarding contractual matters, such as changes in price, deliveries, statements of work, specifications, or other contractual terms.
2. Directing work to start or stop, except as specifically provided for by the terms and conditions of the contract.
3. Amending the contract requirements in any respect.
4. Submit for Approval any action that will result in additional charges to the City.
5. Interpretation of contract terms and conditions.

In the event of the Technical Representative absence, the Purchasing Agent shall act in this capacity. The presence or absence of the TR shall not relieve the Contractor from any

requirements of the contract. In the event of any discrepancies the original bid submitted will take precedence.

This assignment and delegation of the city is effective as of this date and shall remain in full effect until contract expiration or termination in writing by the Purchasing Agent.


A copy of your bid response is enclosed for your records. Said bid response and this notice of award constitute the contract. Please include the bid number on all correspondence pertaining to this contract, and with each invoice that you submit.

If you have any questions, please contact the Procurement Department at the phone number or address listed below.

City of Mission
1201 E. 8th Street
Mission, TX 78592
956/580-8667
956/580-8798 FAX

We appreciate your interest in City of Mission and look forward to working with you.

Sincerely,



Randy Perez
City Manager

9-26-23
Date

cc: Contract file, JP Terrazas, Gabriel Diaz

BID NAME/NUMBER: 23-562-09-08 / Hot & Cold Mix Asphalt

OPEN DATE: September 08, 2023 2:00 PM CST



Vendor Name:	Vulcan Construction Materials	Terra Firma	CAPA / Upper Valley Materials	Frontera Materials
Street address:	10101 Reunion Pl, Ste. 500	9312 E. Curve Rd.	3609 W. Palma Vista Dr.	P.O. Box 1449
City, State:	San Antonio, TX 78216	Edinburg, TX 78542	Palmview, TX 78572	Elsa, TX 78543
Phone:	(210) 965-0419	(956) 348-8215	(956) 867-8690	(956) 316-8952
Fax:	(210) 524-3555	(956) 380-4085		
Contact:	Julia Farrar	Nancy Davenport	Alberto Martinez	Brandon Henry
Email:	farrarj@vmcmail.com	accounting@terrafirmamaterials.com	albertolab@capatexas.com	Brandon.Henry@FMITex.com

DESCRIPTION:	UOM	QTY	Unit Price	Total Ext.	Unit Price	Total Ext.	Unit Price	Total Ext.	Unit Price	Total Ext.	
BASE TERM (ONE YEAR)											
1	Hot Mix Asphalt Type "D"	Ton	3,000	no bid	no bid	\$90.00	\$270,000.00	\$83.00	\$249,000.00	\$79.90	\$239,700.00
2	Cold Mix Asphalt Type "D"	Ton	1,000	\$136.70	\$136,700.00	\$109.00	\$109,000.00	\$119.00	\$119,000.00	\$97.92	\$97,920.00
HOT MIX ALTERNATE BID - Hot Mix without Delivery											
3	Hot Mix Asphalt Type "D"	Ton	3,000	no bid	no bid	\$76.00	\$228,000.00	\$70.00	\$210,000.00	\$70.00	\$210,000.00
TOTAL BID					\$136,700.00		\$607,000.00		\$578,000.00		\$547,620.00
ADDENDUMS											
Hours/Days to pick up product after receipt of purchase order					5 Days		48 Hours		24 Hours		24 Hours
1st 6-month Renewal					6%		3%		5.0%		5.0%
1st 6-month Renewal for alternate							3%		5.0%		5.0%
2nd 6-month Renewal					6%		3%		5.0%		5.0%
2nd 6-month Renewal for alternate							3%		5.0%		5.0%

Please Note: Vulcan Construction and Waller County Asphalt did not bid on all items

BID NAME/NUMBER: 23-562-09-08 / Hot & Cold Mix Asphalt

OPEN DATE: September 08, 2023 2:00 PM CST



Vendor Name:	Vulcan Construction Materials	Terra Firma	CAPA / Upper Valley Materials	Frontera Materials
Street address:	10101 Reunion Pl, Ste. 500	9312 E. Curve Rd.	3609 W. Palma Vista Dr.	P.O. Box 1449
City, State:	San Antonio, TX 78216	Edinburg, TX 78542	Palmview, TX 78572	Elsa, TX 78543
Phone:	(210) 965-0419	(956) 348-8215	(956) 867-8690	(956) 316-8952
Fax:	(210) 524-3555	(956) 380-4085		
Contact:	Julia Farrar	Nancy Davenport	Alberto Martinez	Brandon Henry
Email:	farrar@vmcmail.com	accounting@terrafirmamaterials.com	albertolab@capatexas.com	Brandon.Henry@FMITex.com

DESCRIPTION of FORMS:					
	Solicitation Signed		Yes	Yes	Yes
	Terms & Conditions Included		Yes	Yes	Yes
	Non-Collusive		Yes	Yes	Yes
	Pricing Schedule		Yes	Yes	Yes
	Addenda(s)		None	None	None
	Gen. Business Questionare		Yes	Yes	Yes
	References		Yes	Yes	No
	CIQ				



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: September 9, 2024
PRESENTED BY: Abel Bocanegra, P.E., City Engineer
AGENDA ITEM: Authorization to extend First One-Year renewal for Sand Backfill Material for the Public Works Department - Bocanegra

NATURE OF REQUEST:

Seeking authorization to exercise the First One-Year Renewal; this is the first of two renewal options. The City of Mission entered into an agreement with Frontera Materials for Sand Backfill Material. The contract term is for One-Year with the option to renew for two additional One-Year renewals at a 5% increase in price. Recommendation is based solely on estimated quantities and orders will be placed on an as needed basis. This agreement will extend Bid No. 23-561-09-07 beginning September 26, 2024 through September 25, 2025.

Sand Backfill Pickup \$5, with 5% increase \$5.25/Ton

BUDGETED: Yes **FUND:** Streets **ACCT. #:** 01-440-64370

BUDGET: \$600,000 **EST. COST:** \$ **CURRENT BUDGET BALANCE:** \$344,842

BUDGETED: Yes **FUND:** Utility (Water Distribution) **ACCT. #:** 02-412-64370

BUDGET: \$50,000 **EST. COST:** \$ **CURRENT BUDGET BALANCE:** \$38,154

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____



Brandon Henry
Division Manager
956-316-8951
Frontera Materials Inc.
P.O Box 1449
Elsa, TX. 78543
08-27-24

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

23-561-09-07 (Sand Backfill Material) 1 year Renewal

This letter is to inform the City of Mission that Frontera Materials Inc. will be carrying out a 1-year contract extension. The 1-year extension will start on September 26th, 2024, and end on September 25th, 2025. As per the contract there will be a 5% increase to the per ton rate. Please see below for the new rates.

Current Pickup Price \$5.00 Per ton
New Pickup Price \$5.25 Per ton

Thank you,
Brandon Henry.



CITY OF MISSION

"Home of the Grapefruit"

Brandon Henry – Materials Supervisor
Frontera Materials, Inc.
P.O. Box 1449
Elsa, TX 78545

Subject: Notice of Award– Bid No: 23-561-09-07 Purchase of Sand Backfill Material for Public Works Department

Dear Brandon Henry:

You are hereby notified that you have been awarded City of Mission Bid No: 23-561-09-07 Purchase of Sand Backfill Material for Public Works Department. Please use this bid number on any correspondence to the City of Mission.

The term of the contract shall be one (1) year from the contract award date.

Renewal Terms: The City of Mission, and contingent upon the agreement of both parties, shall reserve the option to renew this contract for an additional two (2) consecutive, one (1) year extension periods at the end of the service period.

The Renewal Options are contingent upon the Vendor providing a renewal letter at least 45-days prior to the Contract term. Please note that the Renewal % increase being proposed per year listed below must be from the original bid Unit Price.

Contract Base Term: September 26, 2023 through September 25, 2024.

To facilitate the discharge of this contract, the Technical Representative (TR) for the contract is Juan Pablo Terrazas, Assistant City Manager / City Engineer, who can be reached at (956) 249-1402. The Technical Representative will perform the following duties during the term of this contract:

1. Monitor, verify and take such action necessary to ensure that your firm performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications. Specific emphasis shall be placed on the quality, quantity, acceptability, and manner of work for both adherences to the contract provisions and to your firm's quality control program.
2. Notify your firm of deficiencies observed during delivery of goods and/or services and direct your firm to comply with the contract requirements. Coordinate with the

Purchasing Agent about your firm's unacceptable performance. Your firm's corrective actions must be within the scope of the contract.

3. Forward all disagreements with your firm that cannot be resolved within the scope of the delegated authority to higher levels within the City. The TR will provide records and reports to the Purchasing Agent concerning faulty or non-conforming work, delays or problems, and recommend appropriate actions to effect correction within the scope of the contract or dispute.
4. Ensure that any City furnished property is provided and returned in accordance with the contract provisions.
5. Maintain records applicable to the criteria established in the contract for performance issues, as they relate to the assessment of potential liquidated damages. Assert when applicable, in coordination with the Purchasing Agent, any damages provided in the contract due to your firm's failure to meet standards.
6. Maintain a current record of the obligated contract dollar amount, billed and paid.
7. Recommend acceptance or rejection of invoices that have been submitted by your firm. Disposition of payment recommendations rest with the appropriate Purchasing Agent and the TR.
8. Coordinate with the Purchasing Agent prior to releasing any correspondence involving schedule, performance, cost, and invoices/payment.
9. Work with the Purchasing Agent to properly close out the contract and all records.
10. Perform, or cause to be performed, inspections required by the contract. Verify that your firm has corrected all deficiencies. Act as certifying official, and receive, accept or reject supplies/services for the City specified in the contract and invoiced by your firm.

The following actions are specifically reserved for the Purchasing Agent.

1. Issuance of any orders or modifications to your firm regarding contractual matters, such as changes in price, deliveries, statements of work, specifications, or other contractual terms.
2. Directing work to start or stop, except as specifically provided for by the terms and conditions of the contract.
3. Amending the contract requirements in any respect.
4. Submit for Approval any action that will result in additional charges to the City.
5. Interpretation of contract terms and conditions.

In the event of the Technical Representative absence, the Purchasing Agent shall act in this capacity. The presence or absence of the TR shall not relieve the Contractor from any requirements of the contract. In the event of any discrepancies the original bid submitted will take precedence.

This assignment and delegation of the city is effective as of this date and shall remain in full effect until contract expiration or termination in writing by the Purchasing Agent.


A copy of your bid response is enclosed for your records. Said bid response and this notice of award constitute the contract. Please include the bid number on all correspondence pertaining to this contract, and with each invoice that you submit.

If you have any questions, please contact the Procurement Department at the phone number or address listed below.


City of Mission
1201 E. 8th Street
Mission, TX 78592
956/580-8667

We appreciate your interest in City of Mission and look forward to working with you.

Sincerely,



Randy Perez
City Manager



Date

cc: Contract file, Juan Pablo Terrazas

BID NAME/NUMBER: 23-561-09-07 / Purchase of Sand Backfill Material for Public Works Department

OPEN DATE: September 07, 2023 2:00 PM CST



Vendor Name:	CAPA	Terra Firma Materials, LLC.	Frontera Materials, Inc.	VMK Materials, LLC.
Street address:	3409 W. Palma Vista Dr.	9312 E. Curve Road	P.O. Box 1449	3408 N. Conway Ave.
City, State:	Palmview, TX 78572	Edinburg, TX 78542	Elsa, TX 78543	Mission, TX 78573
Phone:	(956) 867-2690	(956) 348-8215	(956) 316-8951	(713) 249-7030
Fax:		(956) 380-4085		
Contact:	Alberto Martinez	Nancy Davenport	Brandon Henry	Victor Garza
Email:	albertolab@capatexas.com	accounting@terrafirmamaterials.com	Brandon.Henry@fmitex.com	vgarza@vmkmaterials.com

DESCRIPTION:	UOM	Estimated Quantity	CAPA		Terra Firma		Frontera		VMK	
			Unit Price	Ext.	Unit Price	Ext.	Unit Price	Ext.	Unit Price	Ext.
1 Purchase of Sand Backfill Material for Public Works Department	Tons	4,000	\$8.00	\$32,000.00	\$32.50	\$130,000.00	\$5.00	\$20,000.00	\$10.25	\$41,000.00
1st. Yr. Renewal				10.00%		3.00%		5.00%		10.00%
2nd. Yr. Renewal				15.00%		3.00%		5.00%		10.00%
Addendums				None		None		None		None
Number of Days/Hours to Pick Up				1 Day		48 hours		24 hours		24 hours

Please Note:
Apparent lowest responsible bidder: Frontera Materials, Inc.

BID NAME/NUMBER: 23-561-09-07 / Purchase of Sand Backfill Material for Public Works Department

OPEN DATE: September 07, 2023 2:00 PM CST



Vendor Name:	CAPA	Terra Firma Materials, LLC.	Frontera Materials, Inc.	VMK Materials, LLC.
Street address:	3409 W. Palma Vista Dr.	9312 E. Curve Road	P.O. Box 1449	3408 N. Conway Ave.
City, State:	Palmview, TX 78572	Edinburg, TX 78542	Elsa, TX 78543	Mission, TX 78573
Phone:	(956) 867-2690	(956) 348-8215	(956) 316-8951	(713) 249-7030
Fax:		(956) 380-4085		
Contact:	Alberto Martinez	Nancy Davenport	Brandon Henry	Victor Garza
Email:	albertolab@capatexas.com	accounting@terrafirmamaterials	Brandon.Henry@fmitex.com	vgarza@vmkmaterials.com

DESCRIPTION of FORMS:					
	Solicitation Signed		Yes	Yes	Yes
	Terms & Conditions Included		Yes	Yes	Yes
	Pricing Schedule		Yes	Yes	Yes
	Non-Collusive		Yes	Yes	Yes
	Addenda(s)\		None	None	None
	Gen. Business Questionare		Yes	Yes	Yes
	References		No	Yes	No
	CIQ				



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: September 9, 2024
PRESENTED BY: Teclo J. Garcia, MEDC CEO
AGENDA ITEM: Approval of Ordinance # _____ adopting the Mission Economic Development Corporation Fiscal Year 2024-2025 Annual Budget – T. Garcia

NATURE OF REQUEST:

Attached is Resolution # 2024-07 that was approved by the MEDC Board on Wednesday August 28, 2024. I am recommending approval of the MEDC Budget.

Attached are budget documents for your review.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *MRP*

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
ADOPTING APPROPRIATIONS FOR THE SUPPORT OF THE MISSION ECONOMIC
DEVELOPMENT CORPORATION FOR FISCAL YEAR BEGINNING
OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025**

WHEREAS, the Mission Economic Development Corporation budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025 was duly filed with the City Secretary and presented to the Mission Economic Development Corporation Board of Directors on August 28, 2024.

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

SECTION 1

That the appropriations for the fiscal year beginning October 1, 2024 and ending September 30, 2025 for the support of the corporation be fixed and determined of said term in accordance with the expenditures shown in the Corporation’s Fiscal Year 2024-2025 budget, a copy of which is attached hereto and made a part hereof for all purposes.

SECTION 2

That the submitted budget is hereby approved in all respects and adopted as the Corporation’s budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025 in the amount of \$7,608.579.

SECTION 3

That there is hereby appropriated the amount shown in said budget necessary to provide for the retirement of the bonded indebtedness of said Corporation in the amount of \$1,090,000 included within the above stipulated amounts.

PASSED AND APPROVED on this reading, this the 9th day of September, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

RESOLUTION NO. 2024-07

A RESOLUTION OF THE MISSION ECONOMIC DEVELOPMENT CORPORATION (MEDC) OF THE CITY OF MISSION, TEXAS MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CORPORATION FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AND ADOPTING THE ANNUAL BUDGET FOR THE 2025 FISCAL YEAR

WHEREAS the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, was duly filed with the City Secretary, and presented to the Mission Economic Development Corporation Board of Directors on August 28, 2024.

NOW, THEREFORE, BE IT RESOLVED BY MISSION ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF MISSION, TEXAS THAT:

SECTION 1.

That the appropriations for the fiscal year beginning October 1, 2024, and ending September 30, 2025, for the support of the Corporation be fixed and determined for said terms in accordance with the expenditures shown in the Corporation's Fiscal Year 2025 budget.

SECTION 2.

That the submitted budget is hereby approved in all respects and adopted as the Corporation's budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, in the amount of \$ 7,608,579.

SECTION 3.

That there is hereby appropriated the amount shown in said budget necessary to provide for the retirement of the bonded indebtedness of said Corporation in the amount of \$ 1,090,000 included within the above stipulated amounts.

PASSED AND APPROVED on this reading, this the 28th day of August 2024.


Richard Hernandez, President

ATTEST: 

Estella Saenz, Treasurer

**CITY OF MISSION, TEXAS
MISSION ECONOMIC DEVELOPMENT CORPORATION
FISCAL YEAR 2025**

		Adjusted FY 2023 Actual	FY 2024 Original Budget	FY 2024 Amended Budget	FY 2024 Estimate	FY 2025 Dept Budget Request	FY 2025 Board Recomm.	FY 2025 Budget Approved
RESTRICTED FUND BALANCE		\$ 9,430,563	\$ 10,072,726	\$ 10,072,726	\$ 12,749,024	\$ 13,826,326	\$ 13,826,326	\$ 13,826,326
<u>Estimated Revenues</u>								
Sales Tax	21-300-30000	6,504,552	6,100,000	6,100,000	6,900,000	7,315,000	7,315,000	7,315,000
Reimbursement - MRA/TIRZ	21-300-33161	-	-	38,443	38,443	83,300	83,300	83,300
Reimbursement - Other	21-300-33183	1,341,364	-	-	535,336	-	-	-
TWC - Wagner Peyser Grant	21-300-33421	6,346	-	-	-	-	-	-
Reimbursement - EDA Grant	21-300-33430	988,961	-	-	-	-	-	-
Issuance Fee-ID Bonds	21-300-34187	80,000	-	-	80,000	-	-	-
Application Fees-ID Bonds	21-300-34188	5,000	100,000	100,000	3,750	10,000	10,000	10,000
Annual Filing Fees-ID Bonds	21-300-34189	122,099	200,000	200,000	117,030	150,000	150,000	150,000
CEED Rental Fees	21-300-35005	210,081	275,000	275,000	283,439	275,000	275,000	275,000
CEED Membership Fees	21-300-35010	25,720	20,000	20,000	23,605	20,000	20,000	20,000
CEED Reservation Fees	21-300-35015	32,400	3,500	3,500	9,075	5,000	5,000	5,000
CEED Misc Fees	21-300-35016	491	1,000	1,000	69	500	500	500
CEED Food Truck Rental Fees	21-300-35025	13,963	15,000	15,000	4,900	1,000	1,000	1,000
Interest on Investments	21-300-36050	-	-	-	24,165	60,000	60,000	60,000
Interest on Demand Dep.	21-300-36100	872	-	-	7,978	24,000	24,000	24,000
Rent Fees	21-300-34350	6,500	6,500	6,500	6,500	6,500	6,500	6,500
Miscellaneous-Insurance Sett	21-300-36160	78,500	-	-	-	-	-	-
Sale of Equipment & Assets	21-300-39000	763,703	350,000	350,000	5	1,000	1,000	1,000
Other Financing Sources-Capital Lease	21-300-39050	-	-	-	-	80,000	80,000	80,000
		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Total Projected Revenues		10,180,552	7,071,000	7,109,443	8,034,294	8,031,300	8,031,300	8,031,300
TOTAL AVAILABLE RESOURCES		<hr/> \$ 19,611,116	<hr/> \$ 17,143,726	<hr/> \$ 17,182,169	<hr/> \$ 20,783,318	<hr/> \$ 21,857,626	<hr/> \$ 21,857,626	<hr/> \$ 21,857,626
APPROPRIATIONS:								
<u>Operating Expenses:</u>								
Administration	21-410	\$ 1,382,760	\$ 1,822,380	\$ 1,860,823	\$ 1,641,474	\$ 2,276,804	\$ 2,276,804	\$ 2,276,804
IT	21-411	41,363	196,000	196,000	109,140	222,500	222,500	222,500
Facilities	21-412	132,276	230,000	450,750	420,750	605,000	605,000	605,000
Development	21-415	1,818,895	3,052,375	3,052,375	2,931,311	3,364,275	3,364,275	3,364,275
EDA Grant	21-430	-	-	-	576,133	-	-	-
		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Total Operating Expenses		3,375,294	5,300,755	5,559,948	5,678,808	6,468,579	6,468,579	6,468,579

**CITY OF MISSION, TEXAS
MISSION ECONOMIC DEVELOPMENT CORPORATION
FISCAL YEAR 2025**

		Adjusted FY 2023 Actual	FY 2024 Original Budget	FY 2024 Amended Budget	FY 2024 Estimate	FY 2025 Dept Budget Request	FY 2025 Board Recomm.	FY 2025 Budget Approved
<u>Operating Transfers-Out:</u>								
Mission Education Development Council	21-499-84731	-	100,000	100,000	50,000	50,000	50,000	50,000
Debt Service	21-499-84741	3,486,798	1,018,436	1,018,436	1,228,184	1,090,000	1,090,000	1,090,000
		<u>3,486,798</u>	<u>1,118,436</u>	<u>1,118,436</u>	<u>1,278,184</u>	<u>1,140,000</u>	<u>1,140,000</u>	<u>1,140,000</u>
Total Operating Transfers-Out		<u>3,486,798</u>	<u>1,118,436</u>	<u>1,118,436</u>	<u>1,278,184</u>	<u>1,140,000</u>	<u>1,140,000</u>	<u>1,140,000</u>
TOTAL APPROPRIATIONS		<u>6,862,092</u>	<u>6,419,191</u>	<u>6,678,384</u>	<u>6,956,992</u>	<u>7,608,579</u>	<u>7,608,579</u>	<u>7,608,579</u>
RESTRICTED FUND BALANCE		<u>\$ 12,749,024</u>	<u>\$ 10,724,535</u>	<u>\$ 10,503,785</u>	<u>\$ 13,826,326</u>	<u>\$ 14,249,047</u>	<u>\$ 14,249,047</u>	<u>\$ 14,249,047</u>

**CITY OF MISSION, TEXAS
BUDGET
FISCAL YEAR 2025**

Fund No.: MEDC
Function: ECONOMIC DEVELOPMENT
Department: ADMINISTRATION (21-410)

Account Description	Account Object	Adjusted FY 2023 Actual	FY 2024 Original Budget	FY 2024 Amended Budget	FY 2024 Estimate	FY 2025 Dept Budget Request	FY 2025 Board Recomm.	FY 2025 Budget Approved
EMPLOYEE SALARIES AND WAGES:	14000							
Salaries of Department Heads and Foreman	14020	168,673	187,950	205,950	208,253	230,080	230,080	230,080
Salaries of Employees	14030	518,687	695,893	710,893	586,200	768,630	768,630	768,630
Overtime	14040	-	5,000	5,000	2,000	5,000	5,000	5,000
Extra Help	14050	-	49,000	49,000	-	59,000	59,000	59,000
SUBTOTAL		687,360	937,843	970,843	796,453	1,062,710	1,062,710	1,062,710
EMPLOYEE BENEFITS:	24000							
Social Security Tax	24060	49,886	67,712	70,237	59,932	82,215	82,215	82,215
Health Insurance	24070	104,302	104,304	104,304	93,987	111,754	111,754	111,754
Employee Retirement	24080	56,066	73,768	76,537	69,567	90,168	90,168	90,168
Auto Allowance	24090	11,308	5,200	5,200	12,001	12,001	12,001	12,001
Unemployment Compensation Insurance	24100	135	2,520	2,520	2,520	3,915	3,915	3,915
Worker's Compensation Insurance	24110	2,409	3,983	4,132	3,199	4,841	4,841	4,841
SUBTOTAL		224,106	257,487	262,930	241,206	304,894	304,894	304,894
PROFESSIONAL & TECHNICAL SERVICES:	34000							
Auditing & Accounting Services	34400	33,550	35,000	33,000	33,000	50,000	50,000	50,000
Legal Services	34430	54,428	60,000	60,000	60,000	60,000	60,000	60,000
Other Professional Services - FT Security	34498	18,476	24,000	24,000	24,000	32,000	32,000	32,000
Other Professional Services	34499	8,064	10,000	20,000	20,000	75,000	75,000	75,000
SUBTOTAL		114,518	129,000	137,000	137,000	217,000	217,000	217,000
PURCHASED PROPERTY SERVICES:	44000							
Electricity	44570	69,979	85,000	85,000	75,552	75,000	75,000	75,000
Water	44590	14,642	18,000	18,000	17,000	18,000	18,000	18,000
<i>Repairs & Maintenance</i>								
Building	44610	1,482	10,000	-	-	-	-	-

**CITY OF MISSION, TEXAS
BUDGET
FISCAL YEAR 2025**

Fund No.:	MEDC
Function:	ECONOMIC DEVELOPMENT
Department:	ADMINISTRATION (21-410)

Account Description	Account Object	Adjusted FY 2023 Actual	FY 2024 Original Budget	FY 2024 Amended Budget	FY 2024 Estimate	FY 2025 Dept Budget Request	FY 2025 Board Recomm.	FY 2025 Budget Approved
Machinery and Equipment	44640	3,009	3,000	3,000	1,000	3,000	3,000	3,000
Rental of Machinery and Equipment	44660	13,917	15,000	15,000	14,000	15,000	15,000	15,000
SUBTOTAL		103,030	131,000	121,000	107,552	111,000	111,000	111,000
OTHER PURCHASED SERVICES:	50000							
Telephone	54470	35,828	40,000	40,000	30,762	40,000	40,000	40,000
Postage	54490	384	550	550	200	500	500	500
Travel and Training	54500	61,449	145,000	145,000	145,000	195,000	195,000	195,000
Advertising	54510	-	-	-	-	-	-	-
General Liability Insurance	54560	27,017	34,000	29,000	28,830	24,000	24,000	24,000
SUBTOTAL		124,677	219,550	214,550	204,792	259,500	259,500	259,500
SUPPLIES:	60000							
Office Equipment	64120	1,417	1,000	1,000	1,000	5,000	5,000	5,000
Office Supplies	64140	7,265	4,000	4,000	4,000	5,000	5,000	5,000
Food, Ice, and Bottled Water	64250	5,430	9,000	9,000	7,000	9,000	9,000	9,000
Minor Equipment	64390	234	2,000	2,000	1,000	2,000	2,000	2,000
SUBTOTAL		14,347	16,000	16,000	13,000	21,000	21,000	21,000
CAPITAL OUTLAY	70000							
Machinery and Equipment	74950	-	3,000	-	-	80,000	80,000	80,000
SUBTOTAL		-	3,000	-	-	80,000	80,000	80,000
DEBT SERVICE	80000							
Other Principal	84800	-	-	-	-	10,000	10,000	10,000
Other Interest	84820	-	-	-	-	8,000	8,000	8,000
SUBTOTAL		-	-	-	-	18,000	18,000	18,000

**CITY OF MISSION, TEXAS
BUDGET
FISCAL YEAR 2025**

Item 27.

Fund No.:	MEDC
Function:	ECONOMIC DEVELOPMENT
Department:	ADMINISTRATION (21-410)

Account Description	Account Object	Adjusted FY 2023 Actual	FY 2024 Original Budget	FY 2024 Amended Budget	FY 2024 Estimate	FY 2025 Dept Budget Request	FY 2025 Board Recomm.	FY 2025 Budget Approved
MISCELLANEOUS:								
Judgement and Settlements	94690	-	-	24,900	24,900	-	-	-
Dues & Memberships	94700	58,584	50,000	42,600	43,372	70,000	70,000	70,000
Information & Credit Services	94710	4,485	3,500	3,500	5,700	5,200	5,200	5,200
Community Promotions	94805	50,525	70,000	62,500	62,500	70,000	70,000	70,000
Other	94899	1,127	5,000	5,000	5,000	7,500	7,500	7,500
Contingency	94950	-	-	-	-	50,000	50,000	50,000
SUBTOTAL		114,721	128,500	138,500	141,472	202,700	202,700	202,700
TOTALS		\$ 1,382,760	\$ 1,822,380	\$ 1,860,823	\$ 1,641,474	\$ 2,276,804	\$ 2,276,804	\$ 2,276,804

**CITY OF MISSION, TEXAS
BUDGET
FISCAL YEAR 2025**

Fund No.:	MEDC
Function:	ECONOMIC DEVELOPMENT
Department:	IT (21-411)

Account Description	Account Object	Adjusted FY 2023 Actual	FY 2024 Original Budget	FY 2024 Amended Budget	FY 2024 Estimate	FY 2025 Dept Budget Request	FY 2025 Board Recomm.	FY 2025 Budget Approved
PROFESSIONAL & TECHNICAL SERVICES:	34000							
Other Professional Services	34499	-	57,500	57,500	45,640	70,000	70,000	70,000
SUBTOTAL		-	57,500	57,500	45,640	70,000	70,000	70,000
PURCHASED PROPERTY SERVICES:	44000							
<i>Repairs & Maintenance</i>								
Machinery and Equipment	44640	27,571	40,000	40,000	40,000	20,000	20,000	20,000
Subscriptions	44650	-	-	-	-	30,000	30,000	30,000
SUBTOTAL		27,571	40,000	40,000	40,000	50,000	50,000	50,000
SUPPLIES:	60000							
Office Equipment	64120	6,741	21,000	21,000	21,000	25,000	25,000	25,000
Office Supplies	64140	857	2,500	2,500	2,500	2,500	2,500	2,500
SUBTOTAL		7,598	23,500	23,500	23,500	27,500	27,500	27,500
CAPITAL OUTLAY	70000							
Machinery and Equipment	74950	6,194	75,000	75,000	-	75,000	75,000	75,000
SUBTOTAL		6,194	75,000	75,000	-	75,000	75,000	75,000
TOTALS		\$ 41,363	\$ 196,000	\$ 196,000	\$ 109,140	\$ 222,500	\$ 222,500	\$ 222,500

**CITY OF MISSION, TEXAS
BUDGET
FISCAL YEAR 2025**

Fund No.:	MEDC
Function:	ECONOMIC DEVELOPMENT
Department:	FACILITIES (21-412)

Account Description	Account Object	Adjusted FY 2023 Actual	FY 2024 Original Budget	FY 2024 Amended Budget	FY 2024 Estimate	FY 2025 Dept Budget Request	FY 2025 Board Recomm.	FY 2025 Budget Approved
PROFESSIONAL & TECHNICAL SERVICES:	34000							
Other Professional Services	34499	43,136	75,000	75,000	75,000	70,000	70,000	70,000
SUBTOTAL		43,136	75,000	75,000	75,000	70,000	70,000	70,000
PURCHASED PROPERTY SERVICES:	44000							
<i>Repairs & Maintenance</i>								
Building	44610	35,705	95,000	305,750	305,750	450,000	450,000	450,000
Food Truck Area	44611	-	15,000	15,000	5,000	15,000	15,000	15,000
SUBTOTAL		35,705	110,000	320,750	310,750	465,000	465,000	465,000
SUPPLIES:	60000							
Office Equipment	64120	26,507	-	10,000	10,000	30,000	30,000	30,000
Office Supplies	64140	26,929	25,000	25,000	25,000	25,000	25,000	25,000
SUBTOTAL		53,436	25,000	35,000	35,000	55,000	55,000	55,000
CAPITAL OUTLAY	70000							
Other Structures	74940	-	5,000	5,000	-	5,000	5,000	5,000
Other Structures - Food Truck	74941	-	10,000	10,000	-	5,000	5,000	5,000
Machinery and Equipment	74950	-	5,000	5,000	-	5,000	5,000	5,000
SUBTOTAL		-	20,000	20,000	-	15,000	15,000	15,000
TOTALS		\$ 132,276	\$ 230,000	\$ 450,750	\$ 420,750	\$ 605,000	\$ 605,000	\$ 605,000

**CITY OF MISSION, TEXAS
BUDGET
FISCAL YEAR 2025**

Fund No.:	MEDC
Function:	ECONOMIC DEVELOPMENT
Department:	DEVELOPMENT (21-415)

Account Description	Account Object	Adjusted FY 2023 Actual	FY 2024 Original Budget	FY 2024 Amended Budget	FY 2024 Estimate	FY 2025 Dept Budget Request	FY 2025 Board Recomm.	FY 2025 Budget Approved
PROFESSIONAL & TECHNICAL SERVICES:	30000							
Other Professional Services	34499	82,056	120,000	120,000	115,000	211,000	211,000	211,000
SUBTOTAL		82,056	120,000	120,000	115,000	211,000	211,000	211,000
PURCHASED PROPERTY SERVICES:	50000							
Travel and Training	54500	28,700	-	-	-	-	-	-
Advertising and marketing	54510	76,388	195,000	180,000	150,000	195,000	195,000	195,000
SUBTOTAL		105,088	195,000	180,000	150,000	195,000	195,000	195,000
OTHER PURCHASED SERVICES:	60000							
Food, Ice, and Bottled Water	64250	6,651	6,000	21,000	21,000	25,000	25,000	25,000
SUBTOTAL		6,651	6,000	21,000	21,000	25,000	25,000	25,000
CAPITAL OUTLAY	70000							
Land Acquired	74880	-	-	135,090	135,090	-	-	-
Machinery & Equipment	74950	-	6,500	6,500	6,500	10,000	10,000	10,000
SUBTOTAL		-	6,500	141,590	141,590	10,000	10,000	10,000
MISCELLANEOUS:	90000							
Incentive Programs-Economic Industry	94598	485,100	1,034,100	872,035	903,300	1,000,000	1,000,000	1,000,000
Incentive Programs-Downtown Assistance	94599	-	150,000	150,000	150,000	150,000	150,000	150,000
Incentive-Ruby Red Program	94601	-	230,000	230,000	228,446	250,000	250,000	250,000
Incentive-CEED SBA	94605	-	90,000	90,000	90,000	90,000	90,000	90,000
Texas Citrus Fiesta	95110	45,000	45,000	-	-	45,000	45,000	45,000
City of Mission projects	95115	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
City of Mission Golf Course	95120	-	-	71,975	71,975	250,000	250,000	250,000
Other Infrastructure Project	95122	95,000	175,775	175,775	60,000	138,275	138,275	138,275
SUBTOTAL		1,625,100	2,724,875	2,589,785	2,503,721	2,923,275	2,923,275	2,923,275
TOTALS		\$ 1,818,895	\$ 3,052,375	\$ 3,052,375	\$ 2,931,311	\$ 3,364,275	\$ 3,364,275	\$ 3,364,275

**CITY OF MISSION, TEXAS
BUDGET
FISCAL YEAR 2025**

Item 27.

Fund No.: MEDC
Function: ECONOMIC DEVELOPMENT
Department: EDA Water Project Grant (21-430)

Account Description	Account Object	Adjusted FY 2023 Actual	FY 2024 Original Budget	FY 2024 Amended Budget	FY 2024 Estimate	FY 2025 Dept Budget Request	FY 2025 Board Recomm.	FY 2025 Budget Approved
PROFESSIONAL & TECHNICAL SERVICE	34000							
Other Professional Services	34499	-	-	-	12,621	-	-	-
SUBTOTAL		-	-	-	12,621	-	-	-
CAPITAL OUTLAY	70000							
Improvements - Others Structures	74930	-	-	-	563,512	-	-	-
SUBTOTAL		-	-	-	563,512	-	-	-
TOTALS		\$ -	\$ -	\$ -	\$ 576,133	\$ -	\$ -	\$ -

**CITY OF MISSION, TEXAS
MEDC DEBT SERVICE FUND
BUDGET SUMMARY**

		Adjusted FY 2023 Actual	FY 2024 Original Budget	FY 2024 Amended Budget	FY 2024 Estimate	FY 2025 Dept Budget Request	FY 2025 Board Recomm.	FY 2025 Budget Approved
RESTRICTED FUND BALANCE		\$ 1,529,661	\$ 978,681	\$ 978,681	\$ 1,176,527	\$ 1,254,780	\$ 1,254,780	\$ 1,254,780
<u>Estimated Revenues:</u>								
Interest on Investments	41-300-36050	16,126	500	500	2,500	500	500	500
Total Projected Revenues		16,126	500	500	2,500	500	500	500
Operating Transfers In	41-399-39721	3,486,798	1,018,436	1,018,436	1,228,184	1,090,000	1,090,000	1,090,000
Total Estimated Revenues and Transfers In		3,502,924	1,018,936	1,018,936	1,230,684	1,090,500	1,090,500	1,090,500
TOTAL AVAILABLE RESOURCES		\$ 5,032,585	\$ 1,997,617	\$ 1,997,617	\$ 2,407,211	\$ 2,345,280	\$ 2,345,280	\$ 2,345,280
<u>APPROPRIATIONS:</u>								
<u>Operating Expenses:</u>								
2010 Refunding Bond	41-413	652,320	-	-	-	-	-	-
2016 CEED Loan - Lonestar	41-414	954,388	-	-	-	-	-	-
2016 Revenue Loan - Frost	41-415	408,291	400,657	400,657	535,652	523,811	523,811	523,811
2018 BBVA Compass Loan	41-416	1,841,059	617,779	617,779	616,779	598,693	598,693	598,693
Total Appropriations		3,856,058	1,018,436	1,018,436	1,152,431	1,122,504	1,122,504	1,122,504
RESTRICTED FUND BALANCE		\$ 1,176,527	\$ 979,181	\$ 979,181	\$ 1,254,780	\$ 1,222,776	\$ 1,222,776	\$ 1,222,776

**CITY OF MISSION, TEXAS
BUDGET
FISCAL YEAR 2025**

Fund No.:	MEDC-DEBT SERVICE
Function:	ECONOMIC DEVELOPMENT
Department:	BONDS

Account Description	Account Object	Adjusted FY 2023 Actual	FY 2024 Original Budget	FY 2024 Amended Budget	FY 2024 Estimate	FY 2025 Dept Budget Request	FY 2025 Board Recomm.	FY 2025 Budget Approved
2010 REFUNDING BOND (413)								
Interest	84810	12,320	-	-	-	-	-	-
Principal	84790	640,000	-	-	-	-	-	-
Fiscal Agent Fees	84840	-	-	-	-	-	-	-
SUBTOTAL		652,320	-	-	-	-	-	-
2016 LONESTAR CEED PROJ (414)								
Interest	84810	12,700	-	-	-	-	-	-
Principal	84790	941,688	-	-	-	-	-	-
SUBTOTAL		954,388	-	-	-	-	-	-
2016 FROST LOAN REAL PROP (415)								
Interest	84810	108,291	99,657	99,657	235,652	222,811	222,811	222,811
Principal	84790	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Fiscal Agent Fees	84840	-	1,000	1,000	-	1,000	1,000	1,000
SUBTOTAL		408,291	400,657	400,657	535,652	523,811	523,811	523,811
2018 BBVA COMPASS LOAN (416)								
Interest	84810	285,103	220,822	220,822	220,822	201,737	201,737	201,737
Principal	84790	1,555,957	395,957	395,957	395,957	395,957	395,957	395,957
Fiscal Agent Fees	84840	-	1,000	1,000	-	1,000	1,000	1,000
SUBTOTAL		1,841,059	617,779	617,779	616,779	598,693	598,693	598,693
TOTALS		\$ 3,856,058	\$ 1,018,436	\$ 1,018,436	\$ 1,152,431	\$ 1,122,504	\$ 1,122,504	\$ 1,122,504



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: September 9, 2024
PRESENTED BY: Jesse Lerma, Civil Service/311 Director
AGENDA ITEM: Ordinance # _____ Approval of Classified Positions for the Mission Fire Department for FY 2024-25 – J. Lerma

NATURE OF REQUEST:

As per Chapter 143 of the Texas Local Government Code, classified positions have to be approved for every FY. Ordinance would expire on September 30, 2025.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: Civil Service Commission Approval

City Manager’s Recommendation: Approval *MRP*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE CLASSIFICATIONS FOR THE MISSION FIRE DEPARTMENT FOR THE FISCAL YEAR 2024-25

Whereas, the City Council in Ordinance 2963 established the civil service policies for the City of Mission and in this ordinance establishes the classifications in the Fire Department for FY 2024-25.

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

SECTION 1: The classified positions for the Mission Fire Department shall be set out in the attached exhibit and incorporated herein.

SECTION 2: This ordinance shall be effective on October 1, 2024 and shall be subject to amendment or repeal in accordance with the fiscal year for the City of Mission which shall expire on September 30, 2025.

SECTION 3: The City Secretary of the City of Mission is hereby authorized and directed to publish such ordinance in a newspaper having circulation in Mission, Texas in Hidalgo County.

SECTION 4: If any part or parts of this ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this ordinance is considered severable.

CONSIDERED, PASSED, AND APPROVED this 9th day of September, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

**CIVIL SERVICE CLASSIFICATIONS
FY 2024-25**

MISSION FIRE DEPARTMENT

	23-24	24-25
DEPUTY CHIEF	5	5
CPT	7	7
LT	21	22
ENGINEERS	18	18
FIREFIGHTERS	51	54
Total	102	106
Chief	1	1
Total	103	107



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: September 9, 2024
PRESENTED BY: Jesse Lerma, Civil Service Director
AGENDA ITEM: Approval of Ordinance # _____ authorizing the Base salaries and incentive package for the Mission Fire Department FY 2024-25 – J. Lerma

NATURE OF REQUEST:

As Required by Chapter 143 of the Texas Local Government Code. Base salaries and incentive pay package must be approved by governing body on a yearly basis. Ordinance expires on September 30, 2025.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: Civil Service Commission Approval

City Manager’s Recommendation: Approval *MRP*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE BASE SALARIES FOR CIVIL SERVICE EMPLOYEES OF THE MISSION FIRE DEPARTMENT; PROVIDING FOR EMPLOYEE INCENTIVE PAY FOR MEMBERS OF THE MISSION FIRE DEPARTMENT SUCH INCENTIVE PAY BEING LONGEVITY PAY, SENIORITY PAY, CERTIFICATION PAY, EDUCATIONAL PAY, AND ASSIGNMENT PAY; ESTABLISHING THE RATE OF PAY FOR SUCH INCENTIVE PAYS, ESTABLISHING THE CRITERIA FOR QUALIFICATIONS FOR SUCH PAY; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY, AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER THEREFORE.

Whereas, the City Council in Ordinance 2963 established the civil service policies for the City of Mission and under such policies established certain classifications of employees within the Mission Fire Department and this ordinance establishes the base rate of pay for such classifications in the Fire Department and further establishes incentive pays for qualified members of the Mission Fire Department as of the effective date hereof.

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

SECTION 1: The base salary for the Mission Fire Department classifications shall be as set out in Exhibit “A” as attached hereto and incorporated herein.

SECTION 2: There is hereby established for the Mission Fire Department, the following incentive pays, which shall be paid in amounts as set out in Exhibits “B”, “C”, “D”, “E”, and “F” hereof, upon the qualifications of any member of the Mission Fire Department so designated by the Chief as having qualified for such incentive pay and as provided for in the criteria established in Exhibits “B”, “C”, “D”, “E”, “F” “G” and “H”.

- (1) Exhibit “B” Longevity Pay
- (2) Exhibit “C” Seniority Pay
- (3) Exhibit “D” Certification Pay
- (4) Exhibit “E” Education Pay
- (5) Exhibit “F” Assignment Pay
- (6) Exhibit “G” EMS Certification Pay
- (7) Exhibit “H” EMS Assignment Pay

The City Council at its sole option may or may not extend such incentive pay programs beyond the current fiscal year, provided, however, any extension will be done by ordinance adopted prior to September 30, 2025. Should the City of Mission discontinue such incentive pay, the same shall not be considered a demotion under the Rules of Civil Service Procedure but a budget decision of the City of Mission, which shall be determined at the sole discretion of the City Council.

SECTION 3: This ordinance shall be effective on October 1, 2024, and shall be subject to amendment or repeal in accordance with the fiscal year for the City of Mission which shall expire on September 30, 2025.

SECTION 4: The City Secretary of the City Of Mission is hereby authorized and directed to publish such ordinance in a newspaper having circulation in Mission, Texas in Hidalgo County.

SECTION 5: If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

CONSIDERED, PASSED, AND APPROVED this 9th day of September, 2024.

Norie Gonzalez Garza,
Mayor

ATTEST:

Anna Carrillo, City Secretary



**Mission Fire Department – Civil Service
Salary and Incentive Pay Plan
2024 – 2025**



Base Salary, Exhibit A

Probationary Fire Fighter	\$42,000.00 Annually
Probationary Fire Fighter (2+yrs experience)	\$45,000.00 Annually
Fire Fighter I	\$52,217.36 Annually
Engineer	\$55,430.96 Annually
Lieutenant	\$60,679.84 Annually
Captain	\$66,035.84 Annually
Deputy Fire Chief	\$70,263.44 Annually

Longevity Pay, Exhibit B

\$ 60.00 for Every Year of Service (Maximum allowed is \$1,200/year per TXLGC 141.032)

Seniority Pay, Exhibit C

3 – 4 Years	\$ 2,500 Annually
5 – 7 Years	\$ 4,500 Annually
8 – 10 Years	\$ 7,000 Annually
11 – 12 Years	\$ 8,500 Annually
13 – 14 Years	\$ 10,500 Annually
15 – 16 Years	\$ 12,000 Annually
17 – 18 Years	\$ 13,000 Annually
19 Years & Over	\$ 15,000 Annually

Certification Pay, Exhibit D

Intermediate Certification	\$ 2,000 Annually
Advanced Certification	\$ 3,000 Annually
Master Certification	\$ 4,000 Annually

Education Pay, Exhibit E

30 Earned Credit College Hours or More	\$ 800 Annually
60 Earned Credit College Hours or More	\$ 1,300 Annually
90 Earned Credit College Hours or More	\$ 1,800 Annually
Bachelor's Degree (Four-year College Degree)	\$ 2,400 Annually

Assignment Pay, Exhibit F

Special Operations Response Team (Dive, Swift Water, Confined Space & High Angle)	\$ 1,500 Annually
Hazardous Materials Team	\$ 1,500 Annually
Fire Prevention Law Enforcement	\$ 1,500 Annually
Fire Prevention Division	\$ 4,000 Annually
Training Officer	\$ 4,000 Annually
Fire Marshal	\$ 4,000 Annually

EMS Certification Pay, Exhibit G

ECA (EMR Equivalent)	\$ 500 Annually
EMT	\$ 1,000 Annually
AEMT (Advanced EMT)	\$ 1,500 Annually
Paramedic	\$ 2,000 Annually

EMS Assignment Pay, Exhibit H

EMT	\$ 4,000 Annually
EMT Advanced	\$ 5,000 Annually
EMT Paramedic	\$ 6,000 Annually
EMS Administration	\$ 3,000 Annually

Civil Service Effective: 10/01/2004
Approved by City Council on 09/XX/2024



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: September 9, 2024
PRESENTED BY: Jesse Lerma, Civil Service Director
AGENDA ITEM: Approval of Ordinance # _____ authorizing Classified Positions for the Mission Police Department for FY 2024-25 – J. Lerma

NATURE OF REQUEST:

As per Chapter 143 of the Texas Local Government Code, classified positions have to be approved for every FY. Ordinance would expire on September 30, 2025.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Police

Advisory Board Recommendation: Civil Service Commission, Approval

City Manager’s Recommendation: Approval *MRP*

RECORD OF VOTE:

	APPROVED:	_____
	DISAPPROVED:	_____
	TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE CLASSIFICATIONS FOR THE MISSION POLICE DEPARTMENT FOR FISCAL YEAR 2024-25.

Whereas, the City Council in Ordinance 2703 established the civil service policies for the City of Mission and in this ordinance establishes the classifications in the Police Department for FY 2024-25.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSION, TX. THAT,

SECTION 1: The classified positions for the Mission Police Department shall be set out in the attached exhibit and incorporated herein.

SECTION 2: This ordinance shall be effective on October 1, 2024 and shall be subject to amendment or repeal in accordance with the fiscal year for the City of Mission which shall expire on September 30, 2025.

SECTION 3: The City Secretary of the City of Mission is hereby authorized and directed to publish such ordinance in a newspaper having circulation in Mission, Texas in Hidalgo County.

SECTION 4: If any part or parts of this ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this ordinance is considered severable.

CONSIDERED, PASSED, AND APPROVED this 9th day of September, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

CIVIL SERVICE CLASSIFICATION
FY 24-25

MISSION POLICE DEPARTMENT

	23-24	23-24 (amended 11/27/23 COPS Grant)	24-25
LT	6	6	6
SGT	10	10	10
CPL	9	9	9
PATROLMAN	147	155	155
POLICE CADET			
Total	172	180	180
Assistant Chief	2	2	2
Chief of Police	1	1	1
Total	175	183	183



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: September 9, 2024
PRESENTED BY: Jesse Lerma, Civil Service Director
AGENDA ITEM: Approval of Ordinance # _____ authorizing the Base salaries and incentive package for the Mission Police Department FY 2024-25 – J. Lerma

NATURE OF REQUEST:

As Required by Chapter 143 of the Texas Local Government Code. Base salaries and incentive pay package must be approved by governing body on a yearly basis. Ordinance expires on September 30, 2025.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Police

Advisory Board Recommendation: Civil Service Commission, Approval

City Manager’s Recommendation: Approval *MRP*

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

_____ AYES
_____ NAYS
_____ DISSENTING _____

ORDINANCE NO. ____

AN ORDINANCE PROVIDING FOR THE BASE SALARIES FOR CIVIL SERVICE EMPLOYEES OF THE MISSION POLICE DEPARTMENT; PROVIDING FOR EMPLOYEE INCENTIVE PAY FOR MEMBERS OF THE MISSION POLICE DEPARTMENT SUCH INCENTIVE PAY BEING LONGEVITY PAY, SENIORITY PAY, CERTIFICATION PAY, EDUCATIONAL PAY, ASSIGNMENT PAY, AND CLOTHING ALLOWANCE; ESTABLISHING THE RATE OF PAY FOR SUCH INCENTIVE PAYS, ESTABLISHING THE CRITERIA FOR QUALIFICATIONS FOR SUCH PAY; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY, AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER THEREFORE.

WHEREAS, the City Council in Ordinance 2703 established the civil service policies for the City of Mission and under such policies established certain classifications of employees within the Mission Police Department and this ordinance establishes the base rate of pay for such classifications in the Police Department and further establishes incentive pays for qualified members of the Mission Police Department as of the effective date hereof.

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

SECTION 1: The base salary for the Mission Police Department classifications shall be as set out in Exhibit “A” as attached hereto and incorporated herein.

SECTION 2: There is hereby established for the Mission Police Department, the following incentive pays, which shall be paid in amounts as set out in Exhibits “B”, “C”, “D” and “E” hereof, upon the qualifications of any member of the Mission Police Department so designated by the Chief as having qualified for such incentive pay and as provided for in the criteria established in Exhibits “B”, “C”, “D”, “E”, “F”, and “G”.

- (1) Exhibit “B” Longevity Pay
- (2) Exhibit “C” Seniority Pay
- (3) Exhibit “D” Certification Pay
- (4) Exhibit “E” Education Pay
- (5) Exhibit “F” Assignment Pay
- (6) Exhibit “G” Clothing Pay

The City Council at its sole option may or may not extend such incentive pay programs beyond the current fiscal year, provided, however, any extension will be done by ordinance adopted prior to September 30, 2025. Should the City of Mission discontinue such incentive pay, the same shall not be considered a demotion under the Rules of Civil Service Procedure but a budget decision of the City of Mission, which shall be determined at the sole discretion of the City Council.

SECTION 3: This ordinance shall be effective on October 1, 2024, and shall be subject to amendment or repeal in accordance with the fiscal year for the City of Mission which shall expire on September 30, 2025.

SECTION 4: The City Secretary of the City Of Mission is hereby authorized and directed to publish such ordinance in a newspaper having circulation in Mission, Texas in Hidalgo County.

SECTION 5: If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

CONSIDERED, PASSED, AND APPROVED this 9th day of September, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



**Mission Police Department – Civil Service
Salary and Incentive Pay Plan for Sworn Personnel
2024 – 2025**



Item 31.

Base Salary, Exhibit A

Police Cadet	\$30,000.00 Annually
Probationary Police Officer	\$48,000.00 Annually
Probationary Police Officer (2+yrs experience)	\$52,000.00 Annually
Police Officer	\$59,575.76 Annually
Police Corporal	\$72,681.43 Annually
Police Sergeant	\$77,893.55 Annually
Police Lieutenant	\$83,106.98 Annually

Longevity Pay, Exhibit B

\$ 70.00 for Every Year of Service (Maximum allowed is \$1,200/year per TXLGC 141.032)

Seniority Pay, Exhibit C

3 - 4 Years	\$ 2,500.00 Annually
5 - 7 Years	\$ 4,500.00 Annually
8 - 10 Years	\$ 7,000.00 Annually
11 – 12 Years	\$ 8,500.00 Annually
13 – 14 Years	\$10,500.00 Annually
15 – 16 Years	\$12,000.00 Annually
17 – 18 Years	\$13,000.00 Annually
19 Years & Over	\$15,000.00 Annually

Certification Pay, Exhibit D

Intermediate TCOLE Certification	\$2,000.00 Annually
Advanced TCOLE Certification	\$3,000.00 Annually
Masters TCOLE Certification	\$4,000.00 Annually

Education Pay, Exhibit E

30 Earned Credit College Hours or More	\$800.00 Annually
60 Earned Credit College Hours or More	\$1,300.00 Annually
90 Earned Credit College Hours or More	\$1,800.00 Annually
Bachelor’s Degree	\$2,400.00 Annually
Master’s Degree	\$3,000.00 Annually

Assignment Pay, Exhibit F *

Evidence Technician	\$ 1,200.00 Annually
Computer Technician	\$ 1,200.00 Annually
Crime Stoppers	\$ 1,200.00 Annually
Criminal Investigation Division (CID)	\$ 2,000.00 Annually
K-9 Officer	\$ 2,000.00 Annually
Field Training Officer	\$ 1,600.00 Annually
Intoxilyzer Operator	\$ 1,200.00 Annually
Instructor	\$ 960.00 Annually
SWAT	\$ 2,000.00 Annually
Color Guard	\$1,200.00 Annually
Public Information Officer	\$1,500.00 Annually
Community Oriented Policing Officer (COPS)	\$1,200.00 Annually

Clothing Allowance, Exhibit G

Adm./Criminal Inv./Narcotic Inv.	\$1,200.00 Annually
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* A Civil Service employee is eligible for no more than two (2) Assignment Pays.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: September 9, 2024
PRESENTED BY: Andy Garcia, Assistant City Manager
AGENDA ITEM: Authorize to terminate the current Contract Lease for Copiers and enter into a new Contract Lease for Copiers from Total Imaging Solutions, Inc., via TX DIR-CPO-4439 Cooperative Contract – A. Garcia

NATURE OF REQUEST:

Staff is seeking authorization to terminate the current contract lease for copier machines with Total Imaging Solutions, Inc., to avoid an automatic contract renewal. The existing contract was executed on October 09, 2019 for a term of 60 months, ending on October 8, 2024. The City will enter into a new lease contract with Total Imaging Solutions, Inc. for city departments by way of TX-DIR-CPO-4439 Cooperative Contract. Current 25 machines will be replaced with new advanced machines and two (2) additional machines for the Public Safety Substation No 6.

BUGETED: Yes / No / N/A **FUND:** _____ **ACCT. #:** Various
BUDGET: \$ _____ **EST. COST:** \$59,215.68 **CURRENT BUDGET BALANCE:** \$ _____

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *WRP*

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

_____ AYES
_____ NAYS
_____ DISSENTING _____



6100 North 10th Street
Suite M
McAllen, Texas 78504
Phone (956)664-2113
Fax (956)618-1920
Toll Free (877) 385-8398

SALES CONTRACT

CUSTOMER ADDRESS	
Customer	City of Mission
Mailing Address	1201 E. 8th St.
City, State, Zip	Mission TX 78572
Phone	(956) 580-8667
Facsimile	(956) 580-8798

MACHINE ADDRESS	
Contact Person	Edgar Chapa
Physical Address	1201 E. 8th St.
City, State, Zip	Mission TX 78572
Phone	(956) 580-8667
Facsimile	(956) 580-8798

LEASE INFORMATION	
Equipment Monthly Amount	\$4,934.64
Lease Term In Months	60
Leasing Company	DIR Lease

LEASE TYPE:	
<input checked="" type="checkbox"/> Fair Market Value	<input type="checkbox"/> Dollar Buyout <input type="checkbox"/> 10% Buyout
Customer Purchase Order No.	
Date	August 29, 2024
Terms	Net 30

Qty.	Description	Item No.	Unit Price	Extended Price
6	Konica Minolta bizhub 361i			\$0.00
4	Konica Minolta bizhub 4051i			0.00
2	Konica Minolta bizhub 451i			0.00
8	Konica Minolta bizhub C251i			0.00
2	Konica Minolta bizhub C361i			0.00
1	Konica Minolta bizhub C451i			0.00
2	Konica Minolta bizhub C551i			0.00
25	bizhub Secure Platinum			0.00
2	ACDI Kiosk w/Print Release Software etc..			0.00

Guaranteed Maintenance Agreement: Yes No

SPECIAL INSTRUCTIONS	
DIR CONTRACT #DIR-CPO-4439 8,000,000 monochrome prints 1,500,000 color prints included as a pool over 5 years. w/Staple Finisher for Legal, Health and Municipal Court, etc. Current Price \$4,954.52 therefore 19.0% saving year on year 2019 vs 2024	
Tax ID #	
Sales Representative	Martin Randall
Legal Name of Customer	

Sub-Total	\$0.00
Less Trade-In Allowance	
Taxable Total	0.00
Sales Tax	0.00
Total	0.00
Less Cash Paid	
Prices are Cash of Check, for Credit Card payment add 4%	
Balance Due	\$0.00

Date Signed

Customer Signature

Warranty, Terms, and Conditions listed on back are part of this contract

WARRANTY

Item 32.

At any time within 30 days from the delivery hereunder of the equipment specified herein, Total Imaging Solutions, Inc., will make, free of charge during ordinary business hours, all needed repairs thereto not necessitated by accident or abuse, or by damage arising from acts of third persons or any force of nature, provided that no repairs, alterations or additions have been made to such equipment except by Seller or its authorized representatives. After the first 30 days and for the manufacturer's warranty period, we will supply replacement parts for those parts found to be defective, plus the labor necessary to make such repairs.

TERMS & CONDITIONS

Title to said equipment shall remain in Total Imaging Solutions, Inc., hereafter called Seller until the purchase price is paid in full in cash. The above payment or payments shall be made to the office of the Seller, from which the undersigned receives an invoice covering said equipment. Upon full performance and observance by the undersigned of all the terms and conditions hereof, at the times specified therefore, the title to said goods shall, without any action on the part of the Seller, be transferred to and vested in the undersigned.

The particular equipment to be delivered hereunder shall be appropriated hereto by the Seller out of equipment of its manufacture fulfilling the specifications aforesaid, and when so appropriated the serial number (or other identification) thereof shall be by the Seller endorsed on the Seller's counterpart hereof and therefrom and thereafter this contract stand and continue as to the equipment so identified as though said number (or other identification) has been written herein at the time of the signing hereof by the Purchaser, and the Seller shall have authority to make endorsement on any counterpart intended for filing and recording in any public place.

The undersigned agrees to pay any and all taxes on said goods and to keep said good fully insured for the benefit of the Seller or assignee against loss or damage by fire or theft or other cause. Any tax in effect at the time of delivery hereunder based or measured by the proceeds of sales made by the Seller shall be added to the price herein specified.

The undersigned agrees that he will carefully keep said goods and will not encumber or dispose of them or permit them to be in any manner encumbered or taken by operation of law, and will not remove said goods or permit them to be moved from the present premises of the undersigned in the State, County, and/or City of delivery aforesaid without first obtaining the written consent of the Seller.

There are no understandings, agreements, representations or warranty, express or implied, not specified herein respecting this order or the goods above mentioned. All returns are subject to a twenty-five percent (25%) restocking fee.

The counterpart of this agreement, held by the Seller, shall be considered the original and shall be the binding agreement in case of variance in any particular between it and any other signed copy.

If the undersigned fails to make the aforesaid payment or payments in cash, or if the undersigned shall petition for reorganization under the bankruptcy act or be adjudicated a bankrupt, or if a receiver shall be appointed for the undersigned's business, or if the undersigned shall make an assignment for the benefit of creditors, or if the undersigned shall remove the equipment from his present premises without the written consent of the Seller, or should the undersigned violate any of the other covenants hereof, by him to be kept or performed, then the Seller either 1) may declare the entire remaining unpaid hereunder including interest at 12 percent (12%) per annum from date of invoice, to be immediately due and payable and elect to sue therefore, or 2) it may enter with or without legal process and using such force as may be necessary, into or upon the premises where said goods or any part thereof, may be, or is believed to be, and take possession thereof, and thereafter hold the same absolutely free from all claims of the undersigned, and retain all payments made by the undersigned hereunder as and for a reasonable rental of said goods and for the use, wear and tear thereof, or as much thereof as may be permitted by law, and the undersigned for himself and his successors in interest hereby waives so far as is consistent with public policy, the benefits of any statutes of this State that may conflict with the conditions of this order or with any causes of action hereby given. Where action shall be taken hereunder by the Seller through an attorney or collection agency, the undersigned shall pay an attorneys or collection agency fee if any shall be permitted by the law of the place of such in the highest amount so permitted not exceeding twenty-five percent (25%) of the original purchase price hereunder.

This shall become a binding contract when (but not before) either (a) if it has been accepted by the Seller at its executive office, or (b) the equipment has been by the Seller delivered, or has left the Seller's place of business or delivery, to the Purchaser, with or without acceptance in writing hereon by local representative of the Seller. Notice of acceptance by the Seller is hereby waived by the undersigned Purchaser. The undersigned hereby acknowledges receipt of a true and complete copy of this instrument and acknowledges this is a binding contract.

LATE CHARGES AND CREDIT CARD FEES

A late payment charge will be applied on all balances 31 days or more past due. The rate is 6% annually. Balances 61 days past due will result in suspension of service and supplies. Balances exceeding 91 days past due will be processed for collection, including attorney/collection fees, as per contract terms and conditions.

All transactions are based on cash payment. Credit card transactions will be subject to a 4% non-refundable card processing fee that will be included in the transaction, this fee is based on the amount paid. We accept Visa, Mastercard, Discover, & American Express.



6100 North 10th Street
Suite M
McAllen, Texas 78504
Phone (956)664-2113
Fax (956)618-1920
Toll Free (877) 385-8398

SALES CONTRACT

CUSTOMER ADDRESS	
Customer City of Mission	
Mailing Address 1201 E. 8th St.	
City, State, Zip Mission TX 78572	
Phone (956) 580-8667	Facsimile (956) 580-8798

MACHINE ADDRESS	
Contact Person Edgar Chapa	
Physical Address 1201 E. 8th St.	
City, State, Zip Mission TX 78572	
Phone (956) 580-8667	Facsimile (956) 580-8798

LEASE INFORMATION	
Equipment Monthly Amount	\$268.36
Lease Term In Months	60
Leasing Company	DIR Lease

LEASE TYPE: <input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> Dollar Buyout <input type="checkbox"/> 10% Buyout
Customer Purchase Order No.
Date August 29, 2024
Terms Net 30

Qty.	Description	Item No.	Unit Price	Extended Price
2	Konica Minolta bizhub C251i			\$0.00
2	DK-516 Copy Desk			0.00
2	FK-514 Fax Kit			0.00
2	bizhub Secure Platinum			0.00
				0.00
				0.00
				0.00
				0.00
				0.00

Guaranteed Maintenance Agreement: Yes No

SPECIAL INSTRUCTIONS	
DIR CONTRACT #DIR-CPO-4439 240,000 monochrome prints 60,000 color prints included as a pool over 5 years.	
Tax ID #	

Sub-Total	\$0.00
Less Trade-In Allowance	
Taxable Total	0.00
Sales Tax	0.00
Total	0.00
Less Cash Paid	
Prices are Cash of Check, for Credit Card payment add 4% Balance Due	\$0.00

Sales Representative Martin Randall	Date Signed
Legal Name of Customer	Customer Signature

Date Signed

Customer Signature

Warranty, Terms, and Conditions listed on back are part of this contract

[Home](#) > [Explore DIR Contracts](#)

Contract Number

DIR-CPO-4439

Contract Start Date: **10/04/19** ⓘ

Contract Term Date: **10/04/24** ⓘ

Contract Expiration Date: **10/04/24** ⓘ

Vendor Information

Konica Minolta Business Solutions U.S.A., Inc.

Vendor ID: **1131921089103**

HUB Type: **Non HUB** ⓘ

RFO: **DIR-TSO-TMP-419**

Contract Status: **Active**

VENDOR CONTACT:

[Sunny Kim](#) ↗

Phone: (703) 760-3588

Fax: (703) 506-1257

[Vendor Website](#) ↗

DIR CONTACT:

[Jennifer Kim](#) ↗

Phone: (512) 475-4834

Contract Overview

Konica Minolta Business Solutions offers Konica Minolta, bizhub, Fujitsu, Kodak, and Dremel, hardware and related services for copiers, printers, scanners, and document management. Additional products and services include: lease and rental agreements and managed print services. This contract also offers Document Imaging Services and Enterprise Content Management products and services. Customers can purchase directly through this DIR contract or any of the Vendor's authorized resellers. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are available on this contract. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 10/4/2024.

Contract Details & Ordering Information

Products & Services

Vendor Contract No. _____

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES
Konica Minolta Business Solutions U.S.A., Inc.

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Konica Minolta Business Solutions U.S.A., Inc. (hereinafter "Vendor"), with its principal place of business at 100 Williams Drive, Ramsey, NJ 07446.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on 12/12/2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Master Operating Lease Agreement; Appendix E, Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix D, Master Operating Lease Agreement; Appendix E, Master Lease Agreement, as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix D or

Vendor Contract No. _____

Appendix E, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to

Vendor Contract No. _____

Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:

Desiree Mendro
Konica Minolta Business Solutions U.S.A., Inc.
1595 Spring Hill Drive, Suite 410
Vienna, VA 22182
Phone: (703) 637-1527
Facsimile: (703) 506-1257
Email: statebids@kmb.konicaminolta.us

7. Leasing Agreements

A. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix D of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

B. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix E of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

C. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

Vendor Contract No. _____

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

A. Section 5 Intellectual Property Matters. A. Definitions, 1. Work Product, is hereby replaced in its entirety:

A. Definitions:

1) The parties do not anticipate that any intellectual property will be created as a result of this contract since this is not a work for hire contract. However, in any case that intellectual property is created, the following terms shall apply:

"Work Product" means any and all deliverables produced by Vendor solely and exclusively for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract by Vendor solely and exclusively for Customer pursuant to this Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer

Vendor Contract No. _____

software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived solely and exclusively for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

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Vendor Contract No. _____

This Contract is executed to be effective as of the date of last signature.

Konica Minolta Business Solutions U.S.A., Inc.

Authorized By: Signature on File

Name: Jack Dixon

Title: Contracts Manager

Date: 10/02/2019

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 10/04/2019

Office of General Counsel: Signature on File: 10/04/2019



**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: September 09, 2024
PRESENTED BY: Mike Perez, City Manager
AGENDA ITEM: Approval of Ordinance # _____ adopting the Fiscal Year 2024-2025 Annual Budget – Perez

NATURE OF REQUEST:

The attached ordinance formally adopts the FY 2024-2025 City Budget.

General Fund Budget	\$	66,309,266
Utility Fund Budget	\$	25,680,562
Golf Course Fund Budget	\$	1,588,424
Capital Golf Course Fund	\$	49,998
Solid Waste Fund Budget	\$	10,103,205
Event Center Fund Budget	\$	1,013,727
Special Revenue Funds Budgets	\$	23,199,634
Group Health Fund Budget	\$	9,377,098
Debt Service Fund Budget	\$	6,319,581
Total	\$	143,641,495

Schedules are attached.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval MRP

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

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF MISSION FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; APPROPRIATING MONEY TO A DEBT SERVICE FUND TO PAY INTEREST AND PRINCIPAL DUE ON THE CITY’S INDEBTEDNESS; AND ADOPTING THE ANNUAL BUDGET OF THE CITY OF MISSION FOR THE 2024 – 2025 FISCAL YEAR

WHEREAS, the budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025 was duly filed with the City Secretary and presented to the City Council by the City Manager and a public hearing was caused to be given by the City Council and said notice was published in the *Progress Times* and *The Monitor* and said public hearing was held according to said notice;

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

SECTION 1.

That the appropriations for the fiscal year beginning October 1, 2024 and ending September 30, 2025 for the support of the general government of the City of Mission, Texas, be fixed and determined for said terms in accordance with the expenditures shown in the City’s fiscal year 2024– 2025 budget;

SECTION 2.

That the submitted budget, is hereby approved in all respects and adopted as the City’s budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025.

The General Fund Budget is hereby approved in the amount of \$66,309,266; the Utility Fund Budget is hereby approved in the amount of \$25,680,562; the Golf Course Fund Budget is hereby approved in the amount of \$1,638,422; the Solid Waste Fund is hereby approved in the amount of \$10,103,205; the Group Health Insurance Fund is hereby approved in the amount of \$9,377,098. All other funds are approved in the total appropriations of \$23,199,634.

SECTION 3.

That there is hereby appropriated the amount shown in said budget necessary to provide for a Debt Service Fund for the payment of the principal and interest and the retirement of the bonded indebtedness of said City in the amount of \$6,319,581 included within the above stipulated amounts.

PASSED AND APPROVED on this reading, this 9th day of September 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

**City of Mission, Texas
2024-2025 Estimated Fund Balance Analysis-All Funds**

	Estimated Beginning Fund Balance 10/1/2024	Projected Revenues	Transfers In	Total Estimated Resources	Appropriations	Transfers Out	Total Appropriations	Ending Fund Balance 9/30/2025
General Fund								
General Fund	\$ 7,575,997	\$ 63,007,963	\$ 4,959,022	\$ 75,542,983	\$ 62,764,021	\$ 3,545,245	\$ 66,309,266	\$ 9,233,717
Total General Fund	<u>7,575,997</u>	<u>63,007,963</u>	<u>4,959,022</u>	<u>75,542,983</u>	<u>62,764,021</u>	<u>3,545,245</u>	<u>66,309,266</u>	<u>9,233,717</u>
Special Revenue Funds								
CDBG	-	1,032,698	-	1,032,698	1,032,698	-	1,032,698	-
Police Dept. State Sharing FD	48,398	5,000	-	53,398	-	-	-	53,398
Police Dept. Federal Sharing FD	3,720	52,000	-	55,720	50,000	-	50,000	5,720
Municipal Court Technology FD	262,721	40,000	-	302,721	73,407	-	73,407	229,314
Designated Purpose Fund	36,016	5,900,688	1,041,295	6,977,999	6,941,983	-	6,941,983	36,016
Drainage Assessment Fund	503,453	1,374,500	-	1,877,953	414,295	500,000	914,295	963,658
Cemetery Fund	23,850	-	-	23,850	3,000	-	3,000	20,850
Records Preservation Fund	14,220	7,500	-	21,720	13,000	-	13,000	8,720
Speer Memorial Library Fund	27,477	-	-	27,477	27,477	-	27,477	-
Hotel/Motel Tax Fund	327,566	672,253	-	999,819	337,500	250,000	587,500	412,319
Municipal Court Building Security	176,767	20,000	-	196,767	35,000	-	35,000	161,767
Park Dedication Fund	-	-	-	-	-	-	-	-
Municipal Court Juvenile Case Mrg	137,588	30,000	-	167,588	46,362	-	46,362	121,226
Capital Assets Replacement Fund	-	-	1,094,788	1,094,788	1,094,788	-	1,094,788	-
PEG Capital Fee	712,441	100,950	-	813,391	416,000	-	416,000	397,391
Boys and Girls Club Fund	(1,164,916)	173,190	700,000	(291,726)	780,827	-	780,827	(1,072,553)
Veteran's Cemetery Fud	117,605	800,000	-	917,605	800,000	-	800,000	117,605
Tax Increment Redevelopment FD	3,554	10,383,297	-	10,386,851	10,383,297	-	10,383,297	3,554
Total Special Funds	<u>1,230,460</u>	<u>20,592,076</u>	<u>2,836,083</u>	<u>24,658,619</u>	<u>22,449,634</u>	<u>750,000</u>	<u>23,199,634</u>	<u>1,458,985</u>
Enterprise Funds								
Utility Fund	3,851,866	25,901,956	-	29,753,822	22,746,318	2,934,244	25,680,562	4,073,260
Golf Course Fund	283,066	1,094,150	438,800	1,816,016	1,588,424	-	1,588,424	227,592
Capital Golf Course Fund	25,569	43,000	-	68,569	49,998	-	49,998	18,571
Solid Waste Fund	2,541,282	10,142,400	-	12,683,682	8,353,205	1,750,000	10,103,205	2,580,477
Event Center Fund	221,969	575,100	350,000	1,147,069	1,013,727	-	1,013,727	133,342
Total Enterprise Funds	<u>6,923,752</u>	<u>37,756,606</u>	<u>788,800</u>	<u>45,469,158</u>	<u>33,751,672</u>	<u>4,684,244</u>	<u>38,435,916</u>	<u>7,033,242</u>
Debt Service								
Debt Service Fund	1,657,696	5,681,910	950,000	8,289,605	6,319,581	-	6,319,581	1,970,024
Total Debt Service Fund	<u>1,657,696</u>	<u>5,681,910</u>	<u>950,000</u>	<u>8,289,605</u>	<u>6,319,581</u>	<u>-</u>	<u>6,319,581</u>	<u>1,970,024</u>
Internal Service Fund								
Group Health Insurance Fund	776,843	8,649,821	-	9,426,664	9,377,098	-	9,377,098	49,566
Total Trust Fund	<u>776,843</u>	<u>8,649,821</u>	<u>-</u>	<u>9,426,664</u>	<u>9,377,098</u>	<u>-</u>	<u>9,377,098</u>	<u>49,566</u>
TOTALS	<u>\$ 18,164,748</u>	<u>\$ 135,688,376</u>	<u>\$ 9,533,905</u>	<u>\$ 163,387,029</u>	<u>\$ 134,662,006</u>	<u>\$ 8,979,489</u>	<u>\$ 143,641,495</u>	<u>\$ 19,745,534</u>

**CITY OF MISSION, TEXAS
GENERAL FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

Item 33.

	FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approval
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RESOURCES							
UNASSIGNED FUND BALANCE	\$ 2,084,757	\$ 5,376,462	\$ 6,059,067	\$ 6,059,067	\$ 7,575,997	\$ 7,575,997	\$ 7,575,997

Estimated Revenues:

Taxes

Ad Valorem Taxes:

Current	01-300-31000	20,912,653	24,330,000	24,330,000	26,593,970	25,574,473	27,349,942	28,644,685
Delinquent	01-300-31200	550,927	502,000	502,000	199,747	335,006	335,006	335,006
Penalty and Interest	01-300-31300	471,437	430,000	430,000	187,580	490,286	490,286	490,286

Sales and Use Taxes:

Sales Tax	01-300-31400	13,009,110	13,700,000	13,700,000	14,080,122	13,800,000	15,292,493	15,292,493
Sales Tax Abatement	01-300-31410	6,504,555	6,850,000	6,850,000	7,040,061	6,900,000	6,900,000	6,900,000
Bingo Tax	01-300-31420	36,210	80,000	80,000	17,760	40,000	40,000	40,000
Franchise Business Tax	01-300-31500	2,957,217	3,000,000	3,000,000	3,769,053	3,500,000	3,500,000	3,500,000
Telecommunication Access Fee	01-300-31520	60,299	75,000	75,000	31,030	45,000	45,000	45,000
Mixed Drink Tax	01-300-31700	53,979	55,000	55,000	54,500	54,500	54,500	54,500

TOTAL TAXES		44,556,387	49,022,000	49,022,000	51,973,823	50,739,264	54,007,226	55,301,969
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LICENSES AND PERMITS

Occupational Licenses and Permits

Occupational Licenses	01-300-32000	16,165	44,000	44,000	50,610	51,000	51,000	51,000
Health Permit	01-300-32025	41,510	52,000	52,000	52,289	50,000	50,000	50,000
Moving & Building Permits	01-300-32100	707,261	700,000	700,000	600,000	650,000	650,000	650,000
Electrical Permits	01-300-32200	183,663	215,000	215,000	210,000	200,000	200,000	200,000
Mechanical Permits	01-300-32250	64,671	73,000	73,000	63,786	65,000	65,000	65,000
Plumbing Permits	01-300-32300	101,670	128,000	128,000	123,000	120,000	120,000	120,000
Misc. Lic. & Permits	01-300-32400	40,201	40,000	40,000	44,880	42,000	42,000	42,000
Alarm Permits	01-300-34750	3,900	9,500	9,500	9,870	10,000	10,000	10,000

TOTAL LICENSES AND PERMITS		1,159,041	1,261,500	1,261,500	1,154,435	1,188,000	1,188,000	1,188,000
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INTERGOVERNMENTAL REVENUES

MCISD & SISD-Dare Prog.	01-300-33090	1,402,174	1,338,574	1,338,574	1,108,698	1,405,093	1,405,093	1,405,093
Rural Fire Protection	01-300-33250	56,938	35,000	35,000	14,078	20,000	20,000	20,000
County Restitution Reimb.	01-300-33260	35	800	800	-	-	-	-
Overhead Veterans	01-300-33280			-			100,000	100,000
Overhead MRA	01-300-33281	380,591	422,000	422,000	381,000	400,050	400,050	400,050
Reimbursement-TIRZ	01-300-33282	54,000	72,000	72,000	42,000	24,000	24,000	24,000
COPS Reimbursement	01-300-xxxxx	-	-	-	-	-	-	522,642
Task Force Program	01-300-33640	48,919	55,000	55,000	-	40,000	40,000	40,000
Peace Officers-All Fire Pre.	01-300-33660	818	1,000	1,000	1,866	1,000	1,000	1,000
DEA Overtime Task Force	01-300-33680	27,778	36,000	36,000	17,062	18,000	18,000	18,000
Library-Hidalgo County	01-300-35340	89,588	15,000	15,000	-	75,000	75,000	106,000

TOTAL INTERGOVERNMENTAL REVENUES		2,060,841	1,975,374	1,975,374	1,564,704	1,983,143	2,083,143	2,636,785
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CHARGES FOR SERVICES

General Government:

Municipal Court Corp Fee	01-300-31600	46,329	45,000	45,000	9,428	40,000	40,000	40,000
Inspection Fee	01-300-32320	553,599	300,000	300,000	225,504	225,000	225,000	225,000
Planning Technology Fee	01-300-32325	15,850	19,000	19,000	16,229	16,000	16,000	16,000
Construction Material Testing Fee	01-300-32330	312,293	300,000	300,000	262,278	250,000	250,000	250,000
Lease-Serv Center Complex	01-300-34300	16,058	15,000	15,000	15,000	15,000	15,000	15,000
Rent City Buildings	01-300-34350	2,751	6,000	6,000	2,500	2,500	2,500	2,500
Cemetery Charges	01-300-34500	17,060	20,000	20,000	19,313	20,000	20,000	20,000
Zoning & Subd. Fees	01-300-34600	69,050	70,000	70,000	75,000	75,000	75,000	75,000
5% Credit Card Fee	01-300-34801	28,294	30,000	30,000	30,000	30,000	30,000	30,000

Public Safety:

Truancy Prevention & Diversion	01-300-31625	29,449	30,000	30,000	30,500	30,000	30,000	30,000
Fire Inspection Fees	01-300-33252	16,979	15,000	15,000	22,275	20,000	20,000	20,000
Police Dept. Service Charge	01-300-34700	8,616	11,000	11,000	9,302	9,000	9,000	9,000
Fire EMS Response Fees	01-300-34710	164,694	2,300,000	2,300,000	1,000,000	400,000	1,500,000	1,500,000

**CITY OF MISSION, TEXAS
GENERAL FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

Item 33.

		FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approval
Arrest Fees - MPD	01-300-34725	32,345	35,000	35,000	32,243	32,000	32,000	32,000
Detaining Contract Services	01-300-34765	4,163	6,500	6,500	6,054	5,000	5,000	5,000
Abandoned Motor Vehicle Fee	01-300-34775	196	1,000	1,000	500	300	300	300
Security Event Fee	01-300-34790	4,100	2,000	2,000	5,055	4,000	4,000	4,000
<i>Sanitation:</i>								
Lot Cleaning	01-300-34150	110,412	120,000	120,000	98,703	100,000	100,000	100,000
Lot Cleaning-Admin. Fee	01-300-34155	23,041	50,000	50,000	40,499	30,000	30,000	30,000
<i>Health:</i>								
Birth Certificate Service	01-300-31620	2,307	2,300	2,300	3,000	2,500	2,500	2,500
Vital Statistics	01-300-34550	123,619	125,000	125,000	120,893	120,000	120,000	120,000
Burial Transit Permit	01-300-34580	694	1,500	1,500	952	1,000	1,000	1,000
Animal Adoption Fees	01-300-34584	1,385	4,200	4,200	1,200	1,000	1,000	1,000
Animal Control and Shelter fee	01-300-34585	2,268	5,800	5,800	500	100	100	100
Contracted Animal Service Fee	01-300-34586	64,830	80,000	80,000	55,600	20,000	20,000	20,000
<i>Recreation:</i>								
TAAF - Summer Programs	01-300-34489	24,300	23,000	23,000	23,405	24,000	24,000	24,000
Mayberry Pool Fees	01-300-34490	36,314	35,000	35,000	33,097	33,000	33,000	33,000
Basketball Fees and Charges	01-300-34491	4,083	5,000	5,000	3,500	4,000	4,000	4,000
Softball Fees and Charges	01-300-34492	700	3,500	3,500	1,000	1,000	1,000	1,000
Football Fees and Charges	01-300-34493	1,300	2,000	2,000	1,300	1,200	1,200	1,200
Volleyball Fees and Charges	01-300-34495	2,750	6,000	6,000	3,535	2,500	2,500	2,500
Park Facility Rentals	01-300-34496	29,157	25,000	25,000	32,470	30,000	30,000	30,000
Bannworth Pool Fees	01-300-34497	32,552	25,000	25,000	25,462	26,000	26,000	26,000
Year-round swim program	01-300-34498	24,113	6,500	6,500	23,000	22,000	22,000	22,000
Other Recreational Fees and Charges	01-300-34499	80	2,000	2,000	100	100	100	100
Library Copies	01-300-35310	24,403	25,000	25,000	29,282	23,000	23,000	23,000
Library Reservations Fee	01-300-35311	-	100	100	-	-	-	-
Library Rentals	01-300-35312	48	200	200	523	100	100	100
TOTAL CHARGES FOR SERVICES		1,830,182	3,752,600	3,752,600	2,259,271	1,615,300	2,715,300	2,715,300
<u>FINES AND FORFEITS</u>								
Warrant Execution Fee	01-300-34800	124,532	126,000	126,000	131,617	126,000	126,000	126,000
Corporation Court Fines	01-300-35000	678,793	688,000	688,000	709,189	650,000	650,000	650,000
Library Fines	01-300-35300	9,438	15,500	15,500	10,628	10,000	10,000	10,000
TOTAL FINES AND FORFEITS		812,763	829,500	829,500	851,434	786,000	786,000	786,000
INTEREST								
Interest on Investments	01-300-36050	16,290	25,000	25,000	46,978	40,000	40,000	40,000
Interest on Demand Dep.	01-300-36100	8,786	-	-	267	5,000	5,000	5,000
TOTAL INTEREST		25,076	25,000	25,000	47,245	45,000	45,000	45,000
<u>MISCELLANEOUS REVENUES</u>								
REIMB.-LRGVDC	01-300-33181	-	39,659	39,659	-	39,659	39,659	39,659
Reimb-Other State Agencies	01-300-33182	124,855	100,000	100,000	10,367	-	-	-
Reimb-Other Local Gov'ts	01-300-33183	-	-	-	16,050	-	-	-
State of the City	01-300-33217	-	100,000	100,000	150,500	100,000	100,000	100,000
Local Jury Fee	01-300-34802	577	1,500	1,500	397	750	750	750
Child Safety Fees	01-300-35010	5,317	5,000	5,000	1,851	2,500	2,500	2,500
Library Donation/Memorial	01-300-35320	7	200	200	-	-	-	-
Coke Machine & Misc.	01-300-36000	1,059	4,600	4,600	2,027	2,000	2,000	2,000
Other Misc. Income	01-300-36150	218,437	200,000	200,000	67,199	150,000	150,000	150,000
Misc. Insurance-Settlements	01-300-36160	112,991	40,000	40,000	36,292	40,000	40,000	40,000
Contributions & Donations	01-300-36510	-	-	-	1,855,272	-	-	-
TOTAL MISCELLANEOUS REVENUES		463,243	490,959	490,959	2,139,955	334,909	334,909	334,909
TOTAL REVENUES		50,907,533	57,356,933	57,356,933	59,990,867	56,691,616	61,159,578	315

**CITY OF MISSION, TEXAS
GENERAL FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

Item 33.

		FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approval
OTHER FINANCING RESOURCES								
Sale of City Equipment	01-300-39000	25,260	-	-	49,281	-	-	-
Capital Leases	01-300-39050	-	475,841	475,841	-	-	-	-
TOTAL FINANCING RESOURCES		25,260	475,841	475,841	49,281	-	-	-
OPERATING TRANSFERS IN:								
Utility Fund	01-300-39900	2,783,707	3,208,791	3,208,791	2,486,661	-	3,043,022	3,043,022
Solid Waste	01-300-39905	-	1,100,000	1,100,000	1,350,000	1,100,000	1,300,000	1,300,000
Debt Service Fund	01-300-39908	-	-	-	-	450,000	450,000	450,000
Capital Projects Fund	01-300-39909	-	-	-	-	-	-	-
Federal Sharing Fund	01-300-39911	-	-	-	-	-	-	-
Technology Fund	01-300-39914	-	-	-	-	-	-	-
Veterans Fund	01-300-39935	-	-	-	-	100,000	80,000	80,000
Drainage Assessment Fund	01-300-39916	-	-	-	-	-	86,000	86,000
TOTAL OPERATING TRANSFERS IN		2,783,707	4,308,791	4,308,791	3,836,661	1,650,000	4,959,022	4,959,022
TOTAL ESTIMATED REV. & TRANSFERS		53,716,500	62,141,565	62,141,565	63,876,809	58,341,616	66,118,600	67,966,985
TOTAL AVAILABLE RESOURCES		\$ 55,801,257	\$ 67,518,027	\$ 68,200,632	\$ 69,935,876	\$ 65,917,614	\$ 73,694,598	\$ 75,542,983

APPROPRIATIONS:

General Government

Legislative	01-410	\$ 18,489	\$ 38,013	\$ 38,013	\$ 17,364	\$ 30,777	\$ 30,777	\$ 30,777
Executive	01-411	884,641	808,151	808,151	1,098,228	1,145,261	967,865	967,865
Finance	01-412	823,492	1,050,600	1,040,600	402,477	1,547,464	1,514,474	1,514,474
Municipal Court	01-413	648,248	787,269	787,269	642,049	779,502	701,260	738,260
Planning	01-414	1,140,979	1,378,722	1,378,722	1,277,822	1,287,034	1,282,841	1,352,841
Facilities Maintenance	01-415	1,137,162	1,524,306	1,524,306	1,316,150	1,794,435	1,620,752	1,620,752
Fleet Maintenance	01-416	247,960	1,221,045	1,221,045	1,127,235	1,468,448	1,318,448	1,318,448
Organizational Expense (Grants)	01-417	2,236,351	2,838,125	2,838,125	2,910,426	219,216	18,160	18,160
Organizational Expense		-	-	-	-	1,322,800	1,167,237	1,186,237
Purchasing	01-418	322,924	347,316	347,316	225,727	335,330	215,043	215,043
City Secretary	01-419	411,255	442,792	442,867	257,195	438,480	441,441	441,441
Risk Management	01-422	691,578	765,487	765,487	632,059	855,551	716,109	716,109
Elections	01-423	-	78,050	78,050	100,000	3,350	-	-
Civil Service	01-424	163,270	209,537	209,537	194,404	202,461	41,159	41,159
Human Resources	01-425	353,123	375,269	375,269	335,227	385,161	382,825	382,825
Information Technology	01-426	1,045,187	1,256,375	1,256,375	1,181,524	1,754,087	1,364,483	1,364,483
Media Relations	01-427	317,369	425,279	425,279	329,009	433,893	381,108	381,108
Legal	01-428	472,168	579,807	579,807	610,205	832,015	662,186	662,186
Total General Government		10,914,196	14,126,143	14,116,218	12,657,101	14,835,264	12,826,166	12,952,166

Public Safety

Police	01-430	17,079,704	20,560,608	20,577,608	19,685,222	23,089,665	22,326,875	23,095,257
Fire	01-431	8,696,636	11,818,776	11,818,776	12,290,623	14,779,198	12,725,623	12,839,998
Fire Prevention	01-432	813,956	837,387	837,387	815,489	1,789,405	1,126,657	1,224,032
Total Public Safety		26,590,296	33,216,771	33,233,771	32,791,334	39,658,268	36,179,155	37,159,287

Highways and Streets

Streets	01-440	4,447,495	5,188,369	5,188,369	4,508,264	5,571,892	4,949,611	4,949,611
Total Highways and Streets		4,447,495	5,188,369	5,188,369	4,508,264	5,571,892	4,949,611	4,949,611

Health and Welfare

Health	01-443	295,903	447,146	447,146	379,356	427,880	408,969	408,969
Animal Control	01-444	588,728	751,647	751,647	656,828	771,497	728,057	728,057
Total Health and Welfare		884,631	1,198,793	1,198,793	1,036,185	1,199,377	1,137,026	316

**CITY OF MISSION, TEXAS
GENERAL FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

Item 33.

		FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approval
Culture and Recreation								
Museum	01-451	339,506	394,522	394,522	365,469	410,557	349,574	349,574
Parks & Recreation Admn.	01-460	262,614	278,708	278,708	265,901	1,907,363	319,310	319,310
Parks	01-461	2,363,525	3,159,187	3,159,187	2,964,774	3,324,020	2,746,028	2,866,169
Recreation	01-463	328,945	417,432	417,432	374,143	652,429	363,354	363,354
Library	01-464	1,349,007	1,545,170	1,545,170	1,425,479	1,945,644	1,651,924	1,682,924
Banworth Pool	01-465	187,752	333,583	333,583	285,870	309,220	307,402	307,402
Mayberry Pool	01-467	316,201	395,853	395,853	365,855	654,646	677,196	677,196
Total Culture and Recreation		5,147,550	6,524,455	6,524,455	6,047,491	9,203,880	6,414,789	6,565,930
Total Operations		47,984,168	60,254,531	60,261,606	57,040,375	70,468,681	61,506,748	62,764,021
TRANSFERS-OUT								
Capital Projects	01-499-56909	-	685,855	685,855	1,200,000	170,362	170,362	170,362
Designated Fund	01-499-56915	389,078	1,225,974	1,225,974	1,565,412	1,429,732	1,065,740	1,041,295
Event Center Fund	01-499-56923	-	200,000	200,000	100,000	-	100,000	100,000
Future Asset Replacement Fund	01-499-56929	868,944	650,000	650,000	950,000	1,094,788	1,094,788	1,094,788
Boys & Girls Club Fund	01-499-56932	500,000	500,000	500,000	700,000	500,000	700,000	700,000
Other Projects	01-499-56971	-	-	-	-	-	-	-
Golf Course Fund	01-499-5697?	-	-	-	804,092	-	438,800	438,800
TIRZ Fund	01-499-56981	-	-	-	-	-	-	-
Total Transfers Out		1,758,022	3,261,829	3,261,829	5,319,504	3,194,882	3,569,690	3,545,245
TOTAL APPROPRIATIONS		49,742,190	63,516,360	63,523,435	62,359,879	73,663,563	65,076,437	66,309,265
UNRESERVED, UNDESIGNATED								
FUND BALANCE	UNAUDITED	\$ 6,059,067	\$ 4,001,667	\$ 4,677,197	\$ 7,575,997	\$ (7,745,950)	\$ 8,618,160	\$ 9,233,717

**CITY OF MISSION, TEXAS
UTILITY FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

		Adjusted FY 2022-23 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Revenue/Operating Budget	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approval
RESOURCES								
BEGINNING WORKING CAPITAL		\$ (2,136,802)	\$ 1,829,270	\$ 2,277,465	\$ 2,277,465	\$ 3,851,866	\$ 3,851,866	3,851,866
<u>Estimated Revenues:</u>								
Water Sales	02-300-31000	14,147,891	14,000,000	14,000,000	14,552,100	14,700,000	14,900,000	14,900,000
Water Sales - Granjeno	02-300-31025	29,180	27,000	27,000	30,040	29,000	29,000	29,000
Connection Fees	02-300-31100	227,675	300,000	300,000	273,080	280,000	380,000	380,000
Reconnect Fees	02-300-31200	65,445	150,000	150,000	114,975	120,000	120,000	120,000
Sewage Service	02-300-31300	7,751,595	7,500,000	7,500,000	7,683,000	7,938,000	8,195,000	8,195,000
Sewage Service - Sharyland Water	02-300-31305	253,589	250,000	250,000	270,957	264,000	264,000	264,000
Sewage Service - AGUA SUD	02-300-31310	108,937	90,000	90,000	163,172	120,000	120,000	120,000
Sewage Service - Granjeno	02-300-31325	14,878	17,000	17,000	14,363	16,000	16,000	16,000
Industrial Sewer Surcharge	02-300-31350	6,509	15,000	15,000	10,065	12,000	12,000	12,000
W/W Syst. Cap. Recovery Fee	02-300-31380	162,270	70,000	70,000	64,440	60,000	60,000	60,000
Wastewater Assessment	02-300-31400	81,010	80,000	80,000	92,240	86,000	86,000	86,000
Service Charge	02-300-31500	84,100	75,000	75,000	70,618	84,000	84,000	84,000
Miscellaneous Income	02-300-33000	19,397	25,000	25,000	135,393	50,000	50,000	50,000
Waterline & Sewer Reimb.	02-300-33050	-	2,000	2,000	-	1,000	1,000	1,000
RMA Reimbursement	02-300-33280	795,393	-	-	-	-	-	-
TIRZ Reimbursement	02-300-33282	1,621,702	-	-	1,296,055	1,522,956	1,522,956	1,522,956
5% Credit Card Fee	02-300-34801	32,357	30,000	30,000	29,393	30,000	30,000	30,000
Interest on Investments	02-300-36050	40,516	25,000	25,000	267,090	32,000	32,000	32,000
Net Increase (Decrease)	02-300-36052	61,459	-	-	-	-	-	-
Misc.-Insurance Settlements	02-300-36160	8,770	-	-	5,212	-	-	-
Interest Earned on Demand	02-300-36100	1,206	-	-	-	-	-	-
Sale of City Equipment	02-300-39000	9,205	-	-	13,558	-	-	-
Capital Asset Contribution	02-300-39701	-	250,000	250,000	-	-	-	-
		-	-	-	-	-	-	-
Total Revenues		25,523,084	22,906,000	22,906,000	25,085,751	25,344,956	25,901,956	25,901,956
Total Estimated Revenues		25,523,084	22,906,000	22,906,000	25,085,751	25,344,956	25,901,956	25,901,956
TOTAL AVAILABLE RESOURCES		\$ 23,386,281	\$ 24,735,270	\$ 25,183,465	\$ 27,363,216	\$ 29,196,822	\$ 29,753,822	\$ 29,753,822
APPROPRIATIONS:								
<u>Operating Expenses:</u>								
Water Administration	02-410	\$ 864,341	\$ 1,170,463	\$ 1,170,463	\$ 945,443	\$ 986,474	\$ 728,239	\$ 762,239
Water Distrib/Sewer Collections	02-412	4,117,272	3,715,835	3,715,835	3,809,145	3,954,009	3,725,936	3,725,936
South Water Treatment Plant	02-413	2,013,421	2,817,424	2,817,424	2,494,495	3,413,332	2,819,872	2,819,872
Wastewater Treatment	02-414	3,624,064	2,412,967	2,412,967	3,377,621	5,305,661	4,011,703	4,011,703
Industrial Pre-Treatment	02-415	176,420	360,126	360,126	289,205	454,393	408,234	408,234
Utility Billing & Collecting	02-416	615,569	756,877	756,877	687,638	807,673	807,543	807,543
Organizational Expenses	02-417	2,698,348	5,771,281	5,771,281	5,625,344	5,161,276	5,523,410	5,523,410
Meter Readers	02-418	540,784	697,521	697,521	684,556	849,098	936,043	936,043
Northside Water Treatment Plant	02-430	3,674,888	3,448,767	3,448,767	3,111,243	3,892,491	3,751,338	3,751,338
		-	-	-	-	-	-	-
Total Operations		18,325,107	21,151,261	21,151,261	21,024,689	24,824,407	22,712,318	22,746,318
<u>Transfers-Out</u>								
General Fund	02-499-56900	2,783,707	3,208,791	3,208,791	2,486,661	2,934,244	2,934,244	2,934,244
Drainage Assessment	02-499-56903	-	-	-	-	-	-	-
Capital Projects Fund	02-499-56909	-	-	-	-	-	-	-
		-	-	-	-	-	-	-
Total Transfers-Out		2,783,707	3,208,791	3,208,791	2,486,661	2,934,244	2,934,244	2,934,244
TOTAL APPROPRIATIONS		21,108,814	24,360,052	24,360,052	23,511,350	27,758,651	25,646,562	25,680,562
ENDING WORKING CAPITAL		\$ 2,277,465	\$ 375,218	\$ 823,413	\$ 3,851,866	\$ 1,438,171	\$ 4,107,260	\$ 4,073,260

**CITY OF MISSION, TEXAS
GOLF COURSE FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

		Adjusted FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approved
BEGINNING WORKING CAPITAL		\$ -	\$ (98,640)	\$ (98,640)	\$ (98,640)	\$ 283,066	\$ 283,066	\$ 283,066
<u>ESTIMATED REVENUES:</u>								
Pro-Shop Sales	03-300-31000	76,870	60,000	60,000	71,000	72,000	72,000	72,000
Cart Rental	03-300-31100	196,124	200,000	200,000	205,000	208,000	214,150	214,150
Food and Beverage Sales	03-300-31200	105,462	100,000	100,000	100,000	100,000	125,000	125,000
Daily Green Fees	03-300-31300	373,294	370,000	370,000	400,000	420,000	460,000	460,000
Driving Range	03-300-31320	31,739	35,000	35,000	35,000	40,000	46,000	46,000
Prepaid Members	03-300-31400	131,102	105,000	105,000	110,000	135,000	135,000	135,000
Pull Carts & Club Rentals	03-300-31500	1,363	1,500	1,500	1,500	1,500	1,500	1,500
JR's Fees	03-300-31520	2,756	25,000	25,000	2,700	3,000	3,000	3,000
Trail Fees	03-300-31600	36,520	35,000	35,000	35,000	35,000	35,000	35,000
Miscellaneous Income	03-300-31700	1,641	2,500	2,500	1,000	2,500	2,500	2,500
Total Revenues		<u>956,871</u>	<u>934,000</u>	<u>934,000</u>	<u>961,200</u>	<u>1,017,000</u>	<u>1,094,150</u>	<u>1,094,150</u>
Transfers In		-	-	-	804,092	438,800	438,800	438,800
Total Estimated Revenues and Transfers		<u>956,871</u>	<u>934,000</u>	<u>934,000</u>	<u>1,765,292</u>	<u>1,455,800</u>	<u>1,532,950</u>	<u>1,532,950</u>
TOTAL AVAILABLE RESOURCES		<u>\$ 956,871</u>	<u>\$ 835,360</u>	<u>\$ 835,360</u>	<u>\$ 1,666,652</u>	<u>\$ 1,738,866</u>	<u>\$ 1,816,016</u>	<u>\$ 1,816,016</u>
<u>APPROPRIATIONS:</u>								
Operating Expenses:								
Club House	03-410	\$ 399,778	\$ 737,338	\$ 737,338	\$ 480,926	\$ 717,695	\$ 716,867	\$ 716,867
Grounds	03-411	521,037	803,724	803,724	751,029	743,030	679,334	679,334
Restaurant	03-412	91,883	167,420	167,420	103,306	146,029	145,723	145,723
Organizational Expenses	03-417	42,814	48,500	48,500	48,326	46,500	46,500	46,500
Total Appropriations		<u>1,055,511</u>	<u>1,756,982</u>	<u>1,756,982</u>	<u>1,383,586</u>	<u>1,653,254</u>	<u>1,588,424</u>	<u>1,588,424</u>
ENDING WORKING CAPITAL		<u>\$ (98,640)</u>	<u>\$ (921,622)</u>	<u>\$ (921,622)</u>	<u>\$ 283,066</u>	<u>\$ 85,612</u>	<u>\$ 227,592</u>	<u>\$ 227,592</u>

**CITY OF MISSION, TEXAS
C.D.B.G. FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

		FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 Additional Dept Request	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approval
ESTIMATED REVENUES:									
Drawdown's -B-21	04-300-33608	\$ 444,213	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Drawdown's -B-22	04-300-33609	830,843	-	171,642	171,642	-	-	-	-
Drawdown's -B-23	04-300-33600	-	962,334	962,334	962,334	-	-	-	-
Drawdown's -B-24	04-300-33601	-	-	-	-	980,555	-	980,555	980,555
Drawdown's -COVID	04-300-33700	344,654	-	123,002	123,002	52,143	-	52,143	52,143
Total Estimated Revenues		<u>1,619,709</u>	<u>962,334</u>	<u>1,256,978</u>	<u>1,256,978</u>	<u>1,032,698</u>	<u>-</u>	<u>1,032,698</u>	<u>1,032,698</u>
Total Estimated Revenues & Transfers		<u>\$ 1,619,709</u>	<u>\$ 962,334</u>	<u>\$ 1,256,978</u>	<u>\$ 1,256,978</u>	<u>\$ 1,032,698</u>	<u>\$ -</u>	<u>\$ 1,032,698</u>	<u>\$ 1,032,698</u>
APPROPRIATIONS:									
Operating Expenses:									
COVID - CARES	04-452	\$ 344,654	\$ -	\$ 123,002	\$ 123,002	\$ 52,143	\$ -	\$ 52,143	\$ 52,143
Housing Administrative	04-472	111,361	103,833	103,833	103,833	-	-	-	-
CDBG Administrative	04-482	174,076	183,920	184,934	184,934	196,111	-	196,111	196,111
Projects	04-462	989,618	674,581	845,209	845,209	784,444	-	784,444	784,444
Total Appropriations		<u>1,619,709</u>	<u>962,334</u>	<u>1,256,978</u>	<u>1,256,978</u>	<u>1,032,698</u>	<u>-</u>	<u>1,032,698</u>	<u>1,032,698</u>
Total Appropriations		<u>\$ 1,619,709</u>	<u>\$ 962,334</u>	<u>\$ 1,256,978</u>	<u>\$ 1,256,978</u>	<u>\$ 1,032,698</u>	<u>\$ -</u>	<u>\$ 1,032,698</u>	<u>\$ 1,032,698</u>

**CITY OF MISSION, TEXAS
SOLID WASTE FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

	Adjusted FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approved
BEGINNING WORKING CAPITAL \$	565,510	\$ 910,667	\$ 1,841,096	\$ 1,841,096	\$ 2,541,282	\$ 2,541,282	\$ 2,541,282
<u>ESTIMATED REVENUES:</u>							
Garbage Fees	4,501,449	5,400,000	5,400,000	5,237,668	5,200,000	5,650,000	5,650,000
Commercial Fees	2,763,970	2,800,000	2,800,000	3,045,247	3,000,000	3,000,000	3,000,000
Brush Fees	1,134,288	1,100,000	1,100,000	1,273,432	1,300,000	1,392,000	1,392,000
Roll-off Fees	68,943	60,000	60,000	70,775	70,000	70,000	70,000
Garbage Fees-Granjeno	5,556	17,000	17,000	31	1,000	1,000	1,000
Brush Fees-Granjeno	1,105	3,500	3,500	6	1,200	1,200	1,200
Franchise Fee	42,660	45,000	45,000	24,167	24,000	24,000	24,000
Miscellaneous Income	2,332	3,500	3,500	1,536	1,200	1,200	1,200
Interest-Investments	9,389	2,500	2,500	3,567	3,000	3,000	3,000
Insurance Settlement	-	-	-	43,640	-	-	-
Total Revenues	8,532,587	9,431,500	9,431,500	9,700,069	9,600,400	10,142,400	10,142,400
Gain/Loss on Sale of Asset	(324)	-	-	-	-	-	-
Total Estimated Revenues and Trans	8,532,263	9,431,500	9,431,500	9,700,069	9,600,400	10,142,400	10,142,400
TOTAL AVAILABLE RESOURCES \$	9,097,773	\$ 10,342,167	\$ 11,272,596	\$ 11,541,165	\$ 12,141,682	\$ 12,683,682	\$ 12,683,682
<u>APPROPRIATIONS:</u>							
Operating Expenses:							
Solid Waste	\$ 5,904,291	\$ 6,982,110	\$ 6,982,110	\$ 6,282,577	\$ 7,499,965	\$ 7,397,938	\$ 7,435,899
Organizational	902,386	895,263	895,263	917,306	895,263	917,306	917,306
Total Operations	6,806,677	7,877,373	7,877,373	7,199,883	8,395,228	8,315,244	8,353,205
Other Financing Use							
Transfers out-General Fund	-	1,100,000	1,100,000	1,350,000	1,100,000	1,300,000	1,300,000
Transfers out-Debt Service Fund	450,000	450,000	450,000	450,000	450,000	450,000	450,000
Transfers Out	450,000	1,550,000	1,550,000	1,800,000	1,550,000	1,750,000	1,750,000
Total Appropriations	7,256,677	9,427,373	9,427,373	8,999,883	9,945,228	10,065,244	10,103,205
ENDING WORKING CAPITAL \$	1,841,096	\$ 914,794	\$ 1,845,223	\$ 2,541,282	\$ 2,196,454	\$ 2,618,438	\$ 2,580,477

**CITY OF MISSION, TEXAS
DEBT SERVICE FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

		Adjusted FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 City Council Approved
RESOURCES							
RESTRICTED FUND BALANCE							
		\$ 1,473,691	\$ 1,568,885	\$ 1,568,885	\$ 1,385,773	\$ 1,657,696	\$ 1,657,696
<u>Estimated Revenues</u>							
Current Property Taxes	08-300-31000	3,405,132	4,400,000	4,400,000	3,950,000	4,005,910	4,005,910
Delinquent Property Taxes	08-300-31200	116,465	110,000	110,000	65,000	100,000	100,000
Penalty and Interest	08-300-31300	90,754	75,000	75,000	75,000	75,000	75,000
Reimbursement - MEDC	08-300-33281	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Reimbursement - MRA	08-300-33282	500,000	500,000	500,000	500,000	500,000	500,000
Interest - Investments	08-300-36050	373	1,000	1,000	-	1,000	1,000
Interest - Demand Dep.	08-300-36051	8,424	-	-	-	-	-
Total Revenues		<u>5,121,149</u>	<u>6,086,000</u>	<u>6,086,000</u>	<u>5,590,000</u>	<u>5,681,910</u>	<u>5,681,910</u>
Transfer In - Solid Waste	08-399-39905	450,000	450,000	450,000	450,000	450,000	450,000
Transfer In - Drainage	08-399-39916	500,000	500,000	500,000	500,000	500,000	500,000
Total Estimated Revenues and Transfers		<u>6,071,149</u>	<u>7,036,000</u>	<u>7,036,000</u>	<u>6,540,000</u>	<u>6,631,910</u>	<u>6,631,910</u>
TOTAL AVAILABLE RESOURCES		<u>\$ 7,544,840</u>	<u>\$ 8,604,885</u>	<u>\$ 8,604,885</u>	<u>\$ 7,925,773</u>	<u>\$ 8,289,605</u>	<u>\$ 8,289,605</u>
APPROPRIATIONS:							
<u>Operating Expenditures</u>							
Principal		3,995,000	4,290,000	4,290,000	4,290,000	4,570,000	4,570,000
Interest		2,161,067	1,959,452	1,959,452	1,972,077	1,743,581	1,743,581
Fiscal Fees		3,000	6,000	6,000	6,000	6,000	6,000
Total Expenditures		<u>6,159,067</u>	<u>6,255,452</u>	<u>6,255,452</u>	<u>6,268,077</u>	<u>6,319,581</u>	<u>6,319,581</u>
RESTRICTED FUND BALANCE		<u>\$ 1,385,773</u>	<u>\$ 2,349,433</u>	<u>\$ 2,349,433</u>	<u>\$ 1,657,696</u>	<u>\$ 1,970,024</u>	<u>\$ 1,970,024</u>

**CITY OF MISSION, TEXAS
POLICE DEPARTMENT STATE SHARING FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

	Adjusted FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 Additional Dept Request	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approval
RESTRICTED FUND BALANCE	\$ 84,172	\$ 76,603	\$ 40,697	\$ 40,697	\$ 48,398	\$ 53,398	\$ 48,398	\$ 48,398
ESTIMATED REVENUES:								
State Seizures 10-300-33500	3,000	-	-	8,686	-	-	-	-
Interest-Investments 10-300-36050	1,432	-	-	1,173	-	-	-	-
Interest-Demand Dep. 10-300-36100	-	-	-	49	-	-	-	-
Misc. Income 10-300-36150	363	-	-	-	-	-	-	-
Miscellaneous-Insurance 10-300-36160	-	-	-	-	-	-	-	-
Sale of City Equipment 10-300-39000	4,284	-	-	15,920	5,000	-	5,000	5,000
Total Estimated Revenues and Transfers	9,079	-	-	25,828	5,000	-	5,000	5,000
TOTAL RESOURCES AVAILABLE	\$ 93,251	\$ 76,603	\$ 40,697	\$ 66,525	\$ 53,398	\$ 53,398	\$ 53,398	\$ 53,398
APPROPRIATIONS:								
Operating Expenses:								
Police Dept. Special Fund 10-410	\$ 52,554	\$ -	\$ 563,450	\$ 18,127	\$ -	\$ -	\$ -	\$ -
Total Operations	52,554	-	563,450	18,127	-	-	-	-
Total Appropriations	52,554	-	563,450	18,127	-	-	-	-
RESTRICTED FUND BALANCE	\$ 40,697	\$ 76,603	\$ (522,753)	\$ 48,398	\$ 53,398	\$ 53,398	\$ 53,398	\$ 53,398

**CITY OF MISSION, TEXAS
POLICE DEPARTMENT FEDERAL SHARING-US FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

	Adjusted FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approval
RESTRICTED FUND BALANCE	\$ 93,179	\$ 305,155	\$ 410,727	\$ 410,727	\$ 3,720	\$ 3,720	\$ 3,720
<u>ESTIMATED REVENUES:</u>							
Federal Sharing U.S. Treasury 11-300-35300	440,782	-	-	157,972	50,000	50,000	50,000
Federal Sharing ICE 11-300-35301	12,822	-	-	12,822	2,000	2,000	2,000
Interest-Investments 11-300-36050	198	-	-	198	-	-	-
Net Increase (Decrease) 11-300-36051	572	-	-	-	-	-	-
Miscellaneous 11-300-37000	-	-	-	-	-	-	-
Sale of City Equipment 11-300-39000	-	-	-	-	-	-	-
Total Estimated Revenues and Transfers	<u>454,374</u>	<u>-</u>	<u>-</u>	<u>170,992</u>	<u>52,000</u>	<u>52,000</u>	<u>52,000</u>
TOTAL RESOURCES AVAILABLE	<u>\$ 547,553</u>	<u>\$ 305,155</u>	<u>\$ 410,727</u>	<u>\$ 581,719</u>	<u>\$ 55,720</u>	<u>\$ 55,720</u>	<u>\$ 55,720</u>
<u>APPROPRIATIONS:</u>							
Operating Expenses:							
Police Dept. Federal Sharing 11-410	<u>\$ 136,826</u>	<u>\$ -</u>	<u>\$ 600,862</u>	<u>\$ 577,999</u>	<u>\$ 50,000</u>	<u>\$ 50,000</u>	<u>\$ 50,000</u>
Total Operations	<u>136,826</u>	<u>-</u>	<u>600,862</u>	<u>577,999</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>
Total Appropriations	<u>136,826</u>	<u>-</u>	<u>600,862</u>	<u>577,999</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>
RESTRICTED FUND BALANCE	<u>\$ 410,727</u>	<u>\$ 305,155</u>	<u>\$ (190,135)</u>	<u>\$ 3,720</u>	<u>\$ 5,720</u>	<u>\$ 5,720</u>	<u>\$ 5,720</u>

**CITY OF MISSION, TEXAS
MUNICIPAL COURT TECHNOLOGY FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

		Adjusted FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approval
RESOURCES								
RESTRICTED FUND BALANCE		\$ 171,910	\$ 175,545	\$ 218,448	\$ 218,448	\$ 262,721	\$ 262,721	\$ 262,721
<u>Estimated Revenues</u>								
Court Technology Fee	14-300-34110	49,767	30,000	30,000	47,480	40,000	40,000	40,000
Interest on Investments	14-300-36050	-	400	400	-	-	-	-
Total Estimated Revenues		<u>49,767</u>	<u>30,400</u>	<u>30,400</u>	<u>47,480</u>	<u>40,000</u>	<u>40,000</u>	<u>40,000</u>
TOTAL AVAILABLE RESOURCES		<u>\$ 221,677</u>	<u>\$ 205,945</u>	<u>\$ 248,848</u>	<u>\$ 265,928</u>	<u>\$ 302,721</u>	<u>\$ 302,721</u>	<u>\$ 302,721</u>
APPROPRIATIONS:								
<u>Operating Expenses:</u>								
Municipal Court Technology	14-413	\$ 3,230	\$ 74,407	\$ 74,407	\$ 3,207	\$ 73,407	\$ 73,407	\$ 73,407
Total Operations		<u>3,230</u>	<u>74,407</u>	<u>74,407</u>	<u>3,207</u>	<u>73,407</u>	<u>73,407</u>	<u>73,407</u>
TOTAL APPROPRIATIONS		<u>3,230</u>	<u>74,407</u>	<u>74,407</u>	<u>3,207</u>	<u>73,407</u>	<u>73,407</u>	<u>73,407</u>
RESTRICTED FUND BALANCE		<u>\$ 218,448</u>	<u>\$ 131,538</u>	<u>\$ 174,441</u>	<u>\$ 262,721</u>	<u>\$ 229,314</u>	<u>\$ 229,314</u>	<u>\$ 229,314</u>

**CITY OF MISSION, TEXAS
DESIGNATED GRANT FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

	Adjusted FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approval
UNRESERVED, UNDESIGNATED FUND BALANCE	\$ -	\$ -	\$ 36,016	\$ 36,016	\$ 36,016	\$ 36,016	\$ 36,016
ESTIMATED REVENUES:							
Various Grants 15-300	8,654,920	8,157,347	8,157,347	12,000,397	5,900,688	5,900,688	5,900,688
Total Revenues	8,654,920	8,157,347	8,157,347	12,000,397	5,900,688	5,900,688	5,900,688
Transfers In	-	1,721,677	1,721,677	1,565,412	1,041,295	1,041,295	1,041,295
Total Estimated Revenues and Transfers	8,654,920	9,879,025	9,879,025	13,565,809	6,941,983	6,941,983	6,941,983
TOTAL AVAILABLE RESOURCES	\$ 8,654,920	\$ 9,879,025	\$ 9,915,041	\$ 13,601,825	\$ 6,977,999	\$ 6,977,999	\$ 6,977,999
APPROPRIATIONS:							
Operating Expenses:							
General Government	\$ 6,329,281	\$ 6,447,772	\$ 6,447,772	\$ 10,695,201	\$ 4,330,922	\$ 4,330,922	\$ 4,330,922
Public Safety	2,224,802	1,931,253	1,931,253	2,052,955	2,538,698	2,538,698	2,538,698
Health & Welfare	64,821	-	-	33,500	-	-	-
Culture and Recreation	-	1,500,000	1,500,000	784,153	58,641	72,363	72,363
Total Operations	8,618,904	9,879,025	9,879,025	13,565,809	6,928,260	6,941,983	6,941,983
Total Appropriations	8,618,904	9,879,025	9,879,025	13,565,809	6,928,260	6,941,983	6,941,983
UNRESERVED, UNDESIGNATED FUND BALANCE	\$ 36,016	\$ -	\$ 36,016	\$ 36,016	\$ 49,739	\$ 36,016	\$ 36,016

**CITY OF MISSION, TEXAS
DRAINAGE ASSESSMENT FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

	Adjusted FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approval
RESTRICTED FUND BALANCE	\$ 773,433	\$ 317,917	\$ 221,552	\$ 221,552	\$ 503,453	\$ 503,453	\$ 503,453
ESTIMATED REVENUES:							
Drainage-Granjeno 16-300-31025	3,374	3,500	3,500	4,243	3,500	3,500	3,500
Drainage Assessment Fee 16-300-36000	1,176,422	1,350,000	1,350,000	1,251,056	1,350,000	1,370,000	1,370,000
Interest - Investments 16-300-36050	6,097	1,000	1,000	2,938	1,000	1,000	1,000
Net Increase (decrease) 16-300-36051	8,680	-	-	-	-	-	-
Miscellaneous Income 16-300-36150	-	100	100	-	-	-	-
Total Estimated Revenues	1,194,574	1,354,600	1,354,600	1,258,237	1,354,500	1,374,500	1,374,500
TOTAL AVAILABLE RESOURCES	\$ 1,968,007	\$ 1,672,517	\$ 1,576,152	\$ 1,479,789	\$ 1,857,953	\$ 1,877,953	\$ 1,877,953
APPROPRIATIONS:							
Operating Expenses:							
Drainage Assessment Fund 16-410	\$ 1,246,455	\$ 713,717	\$ 713,717	\$ 476,336	\$ 424,295	\$ 414,295	\$ 414,295
Total Operations	1,246,455	713,717	713,717	476,336	424,295	414,295	414,295
Transfers Out -General Fund						86,000	
Transfers Out -Debt Service Fund 16-499-56908	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Total Appropriations	1,746,455	1,213,717	1,213,717	976,336	924,295	1,000,295	914,295
RESTRICTED FUND BALANCE	\$ 221,552	\$ 458,800	\$ 362,435	\$ 503,453	\$ 933,658	\$ 877,658	\$ 963,658

**CITY OF MISSION, TEXAS
CEMETERY FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

	Adjusted FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approval
RESOURCES							
RESTRICTED FUND BALANCE	\$26,297	\$19,995	\$ 25,010	\$ 25,010	\$ 23,850	\$ 23,850	\$ 23,850
<u>Estimated Revenues</u>							
Perpetual Care 17-300-36110	-	-	-	-	-	-	-
Total Estimated Revenues	-	-	-	-	-	-	-
TOTAL AVAILABLE RESOURCES	<u>\$ 26,297</u>	<u>\$ 19,995</u>	<u>\$ 25,010</u>	<u>\$ 25,010</u>	<u>\$ 23,850</u>	<u>\$ 23,850</u>	<u>\$ 23,850</u>
APPROPRIATIONS:							
<u>Operating Expenses:</u>							
Cemetery 17-410	\$ 1,287	\$ 5,650	\$ 5,650	\$ 1,160	\$ 3,000	\$ 3,000	\$ 3,000
TOTAL APPROPRIATIONS	<u>1,287</u>	<u>5,650</u>	<u>5,650</u>	<u>1,160</u>	<u>3,000</u>	<u>3,000</u>	<u>3,000</u>
RESTRICTED FUND BALANCE	<u>\$ 25,010</u>	<u>\$ 14,345</u>	<u>\$ 19,360</u>	<u>\$ 23,850</u>	<u>\$ 20,850</u>	<u>\$ 20,850</u>	<u>\$ 20,850</u>

**CITY OF MISSION, TEXAS
GROUP HEALTH INSURANCE FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

		Adjusted FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 Additional Dept Request	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approval
RESOURCES									
NET ASSETS		\$ (57,962)	\$ (264,045)	\$ (264,045)	\$ 10,339	\$ 776,843	\$ 776,843	\$ 776,843	\$ 776,843
<u>Estimated Revenues:</u>									
Insurance Premiums	19-300-31200	5,325,519	5,840,605	5,512,883	5,200,233	5,840,685	-	5,840,685	5,840,685
Employee Direct Payment	19-300-31250	789,462	884,000	800,000	809,804	884,000	-	884,000	884,000
Council Direct Payment Premium	19-300-31275	17,449	17,436	5,000	7,485	17,436	-	17,436	17,436
COBRA Insurance Premium	19-300-31300	29,663	30,000	10,000	21,503	30,000	-	30,000	30,000
Retiree Insurance Premium	19-300-31350	77,995	75,000	50,000	68,445	75,000	-	75,000	75,000
Reimb-Stop Loss Insurance	19-300-31400	746,687	500,000	500,000	1,571,893	500,000	800,000	1,300,000	1,300,000
Insurance Rebates	19-300-31410	530,281	500,000	300,000	623,865	500,000	-	500,000	500,000
Interest on Investments	19-300-36050	205	200	200	224	200	-	200	200
Miscellaneous	19-300-36150	7,050	2,500	2,500	7,533	2,500	-	2,500	2,500
Total Estimated Revenues		<u>7,524,312</u>	<u>7,849,741</u>	<u>7,180,583</u>	<u>8,310,985</u>	<u>7,849,821</u>	<u>800,000</u>	<u>8,649,821</u>	<u>8,649,821</u>
Total Estimated Revenues		<u>7,524,312</u>	<u>7,849,741</u>	<u>7,180,583</u>	<u>8,310,985</u>	<u>7,849,821</u>	<u>800,000</u>	<u>8,649,821</u>	<u>8,649,821</u>
TOTAL AVAILABLE RESOURCES		<u>\$ 7,466,350</u>	<u>\$ 7,585,696</u>	<u>\$ 6,916,538</u>	<u>\$ 8,321,324</u>	<u>\$ 8,626,664</u>	<u>\$ 1,576,843</u>	<u>\$ 9,426,664</u>	<u>\$ 9,426,664</u>
APPROPRIATIONS									
<u>Operating Expenses:</u>									
Group Health	19-410	\$ <u>7,456,011</u>	\$ <u>8,070,277</u>	\$ <u>8,070,277</u>	\$ <u>7,544,481</u>	\$ <u>9,878,970</u>	\$ <u>(501,872)</u>	\$ <u>9,377,098</u>	\$ <u>9,377,098</u>
Total Operating Expenses		<u>7,456,011</u>	<u>8,070,277</u>	<u>8,070,277</u>	<u>7,544,481</u>	<u>9,878,970</u>	<u>(501,872)</u>	<u>9,377,098</u>	<u>9,377,098</u>
TOTAL APPROPRIATIONS		<u>7,456,011</u>	<u>8,070,277</u>	<u>8,070,277</u>	<u>7,544,481</u>	<u>9,878,970</u>	<u>(501,872)</u>	<u>9,377,098</u>	<u>9,377,098</u>
NET ASSETS		<u>\$ 10,339</u>	<u>\$ (484,581)</u>	<u>\$ (1,153,739)</u>	<u>\$ 776,843</u>	<u>\$ (1,252,306)</u>	<u>\$ 2,078,715</u>	<u>\$ 49,566</u>	<u>\$ 49,566</u>

**CITY OF MISSION, TEXAS
RECORDS PRESERVATION FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

	Adjusted FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 Additional Dept Request	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approval
RESOURCES								
RESTRICTED FUND BALANCE	\$ 7,284	\$ 9,672	\$ 9,296	\$ 9,296	\$ 14,220	\$ 8,720	\$ 14,220	\$ 14,220
<u>Estimated Revenues</u>								
Vital Statistics Preservation Fee 20-300-34575	8,922	7,500	7,500	13,524	7,500	-	7,500	7,500
Total Estimated Revenues	8,922	7,500	7,500	13,524	7,500	-	7,500	7,500
TOTAL AVAILABLE RESOURCES	<u>\$ 16,206</u>	<u>\$ 17,172</u>	<u>\$ 16,796</u>	<u>\$ 22,820</u>	<u>\$ 21,720</u>	<u>\$ 8,720</u>	<u>\$ 21,720</u>	<u>\$ 21,720</u>
APPROPRIATIONS:								
<u>Operating Expenses:</u>								
Records Preservation 20-419	6,910	10,100	10,100	8,600	13,000	-	13,000	13,000
TOTAL APPROPRIATIONS	6,910	10,100	10,100	8,600	13,000	-	13,000	13,000
RESTRICTED FUND BALANCE	<u>\$ 9,296</u>	<u>\$ 7,072</u>	<u>\$ 6,696</u>	<u>\$ 14,220</u>	<u>\$ 8,720</u>	<u>\$ 8,720</u>	<u>\$ 8,720</u>	<u>\$ 8,720</u>

**CITY OF MISSION, TEXAS
SPEER MEMORIAL LIBRARY FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

	Adjusted FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 Additional Dept Request	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approval
RESOURCES								
RESTRICTED FUND BALANCE	\$27,477	\$ 27,477	\$ 27,477	\$ 27,477	\$ 27,477	\$ 0	\$ 27,477	\$ 27,477
<u>Estimated Revenues</u>								
Interest on Investments 22-300-36050	-	-	-	-	-	-	-	-
Net Increase (decrease) 22-300-36051	-	-	-	-	-	-	-	-
Interest on Demand Deposits 22-300-36100	-	-	-	-	-	-	-	-
Total Estimated Revenues	-	-	-	-	-	-	-	-
TOTAL AVAILABLE RESOURCES	<u>\$ 27,477</u>	<u>\$ 27,477</u>	<u>\$ 27,477</u>	<u>\$ 27,477</u>	<u>\$ 27,477</u>	<u>\$ 0</u>	<u>\$ 27,477</u>	<u>\$ 27,477</u>
APPROPRIATIONS:								
<u>Operating Expenses:</u>								
Speer Memorial Department 22-410	\$ -	\$ -	\$ -	\$ -	\$ 27,477	\$ -	\$ 27,477	\$ 27,477
TOTAL APPROPRIATIONS	-	-	-	-	27,477	-	27,477	27,477
RESTRICTED FUND BALANCE	<u>\$ 27,477</u>	<u>\$ 27,477</u>	<u>\$ 27,477</u>	<u>\$ 27,477</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>

**CITY OF MISSION, TEXAS
EVENT CENTER FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

		Adjusted FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 Additional Dept Request	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approval
RESOURCES									
RESTRICTED FUND BALANCE		\$ -	\$ (47,373)	\$ (47,373)	\$ (14,198)	\$ 221,969	\$ -	\$ 221,969	\$ 221,969
<u>Estimated Revenues</u>									
Rent - Event Center	23-300-34350	303,364	300,000	300,000	337,845	300,000	50,000	350,000	350,000
Interest on Investments	23-300-36050	-	100	100	-	100	-	100	100
Miscellaneous Income	23-300-36150	1,097	-	-	2	-	-	-	-
Miscellaneous Insurance	23-300-36160	-	-	-	-	-	-	-	-
Beverage Sales	23-300-39000	79,037	100,000	100,000	200,515	100,000	125,000	225,000	225,000
Total Estimated Revenues		<u>383,498</u>	<u>400,100</u>	<u>400,100</u>	<u>538,362</u>	<u>400,100</u>	<u>175,000</u>	<u>575,100</u>	<u>575,100</u>
<u>Transfers In</u>									
General Fund	23-399-39901	-	200,000	200,000	100,000	100,000	-	100,000	100,000
Hotel Motel Fund	23-399-39924	300,000	550,000	550,000	500,000	250,000	-	250,000	250,000
Total Capital Contributions & Transfers-In		<u>300,000</u>	<u>750,000</u>	<u>750,000</u>	<u>600,000</u>	<u>350,000</u>	<u>-</u>	<u>350,000</u>	<u>350,000</u>
TOTAL AVAILABLE RESOURCES		<u>\$ 683,498</u>	<u>\$ 1,102,727</u>	<u>\$ 1,102,727</u>	<u>\$ 1,124,164</u>	<u>\$ 972,069</u>	<u>\$ 175,000</u>	<u>\$ 1,147,069</u>	<u>\$ 1,147,069</u>
APPROPRIATIONS:									
<u>Operating Expenses:</u>									
Event Center	23-452	697,696	1,077,779	1,077,779	902,196	1,046,182	(32,455)	1,013,727	1,013,727
Total Operations		<u>697,696</u>	<u>1,077,779</u>	<u>1,077,779</u>	<u>902,196</u>	<u>1,046,182</u>	<u>(32,455)</u>	<u>1,013,727</u>	<u>1,013,727</u>
Total Transfers-out		-	-	-	-	-	-	-	-
TOTAL APPROPRIATIONS		<u>697,696</u>	<u>1,077,779</u>	<u>1,077,779</u>	<u>902,196</u>	<u>1,046,182</u>	<u>(32,455)</u>	<u>1,013,727</u>	<u>1,013,727</u>
RESTRICTED FUND BALANCE		<u>\$ (14,198)</u>	<u>\$ 24,948</u>	<u>\$ 24,948</u>	<u>\$ 221,969</u>	<u>\$ (74,113)</u>	<u>\$ 207,455</u>	<u>\$ 133,342</u>	<u>\$ 133,342</u>

**CITY OF MISSION, TEXAS
HOTEL/MOTEL TAX FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

		Adjusted FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 Additional Dept Request	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approval
RESOURCES									
RESTRICTED FUND BALANCE		\$ 449,793	\$ 423,587	\$ 423,587	\$ 536,387	\$ 327,566		\$ 327,566	\$ 327,566
<u>Estimated Revenues</u>									
Hotel/Motel Occupancy Tax	24-300-31800	632,363	650,000	650,000	650,000	650,000	22,153	672,153	672,153
Penalty & Interest-Hotel Tax	24-300-31810	-	-	-	-	-	-	-	-
Rent - Event Center	24-300-34350	-	-	-	-	-	-	-	-
Interest on Investments	24-300-36050	245	100	100	100	100	-	100	100
Net Increase (Decrease)	24-300-36051	(4,102)	-	-	-	-	-	-	-
Miscellaneous Income	24-300-36150	-	-	-	-	-	-	-	-
Beverage Sales	24-300-39000	-	-	-	-	-	-	-	-
Total Estimated Revenues		<u>628,506</u>	<u>650,100</u>	<u>650,100</u>	<u>650,100</u>	<u>650,100</u>	<u>22,153</u>	<u>672,253</u>	<u>672,253</u>
TOTAL AVAILABLE RESOURCES		<u>\$ 1,078,299</u>	<u>\$ 1,073,687</u>	<u>\$ 1,073,687</u>	<u>\$ 1,186,487</u>	<u>\$ 977,666</u>	<u>\$ 22,153</u>	<u>\$ 999,819</u>	<u>\$ 999,819</u>
APPROPRIATIONS:									
<u>Operating Expenses:</u>									
Tourist Promo & Advertising	24-450	\$ 316,912	\$ 408,500	\$ 408,500	\$ 358,921	\$ 485,107	\$ (30,357)	\$ 428,750	\$ 337,500
Total Operations		<u>316,912</u>	<u>408,500</u>	<u>408,500</u>	<u>358,921</u>	<u>485,107</u>	<u>(30,357)</u>	<u>428,750</u>	<u>337,500</u>
<u>Transfers Out</u>									
Event Center Fund	24-499-56923	<u>225,000</u>	<u>550,000</u>	<u>550,000</u>	<u>500,000</u>	<u>250,000</u>	<u>250,000</u>	<u>250,000</u>	<u>250,000</u>
TOTAL APPROPRIATIONS		<u>541,912</u>	<u>958,500</u>	<u>958,500</u>	<u>858,921</u>	<u>735,107</u>	<u>219,643</u>	<u>678,750</u>	<u>587,500</u>
RESTRICTED FUND BALANCE		<u>\$ 536,387</u>	<u>\$ 115,187</u>	<u>\$ 115,187</u>	<u>\$ 327,566</u>	<u>\$ 242,559</u>	<u>\$ (197,490)</u>	<u>\$ 321,069</u>	<u>\$ 412,319</u>

**CITY OF MISSION, TEXAS
MUNICIPAL COURT BUILDING SECURITY FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

	Adjusted FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 Additional Dept Request	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approved
RESOURCES								
RESTRICTED FUND BALANCE	\$ 126,651	\$ 130,838	\$ 155,792	\$ 155,792	\$ 176,767	\$ 161,767	\$ 176,767	\$ 176,767
<u>Estimated Revenues</u>								
Security Fee 25-300-34110	30,971	20,000	20,000	30,334	20,000	-	20,000	20,000
Interest on Investments 25-300-36050	198	-	-	-	-	-	-	-
Net Increase (Decrease) 25-300-36051	572	-	-	-	-	-	-	-
Total Estimated Revenues	31,741	20,000	20,000	30,334	20,000	-	20,000	20,000
TOTAL AVAILABLE RESOURCES	<u>\$ 158,392</u>	<u>\$ 150,838</u>	<u>\$ 175,792</u>	<u>\$ 186,125</u>	<u>\$ 196,767</u>	<u>\$ 161,767</u>	<u>\$ 196,767</u>	<u>\$ 196,767</u>
APPROPRIATIONS:								
<u>Operating Expenses:</u>								
Building Security 25-413	2,600	50,000	50,000	9,358	35,000	-	35,000	35,000
Total Operations	2,600	50,000	50,000	9,358	35,000	-	35,000	35,000
TOTAL APPROPRIATIONS	<u>\$ 2,600</u>	<u>\$ 50,000</u>	<u>\$ 50,000</u>	<u>\$ 9,358</u>	<u>\$ 35,000</u>	<u>\$ -</u>	<u>\$ 35,000</u>	<u>\$ 35,000</u>
RESTRICTED FUND BALANCE	<u>\$ 155,792</u>	<u>\$ 100,838</u>	<u>\$ 125,792</u>	<u>\$ 176,767</u>	<u>\$ 161,767</u>	<u>\$ 161,767</u>	<u>\$ 161,767</u>	<u>\$ 161,767</u>

**CITY OF MISSION, TEXAS
PARK DEDICATION FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

		Adjusted FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 Additional Dept Request	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approval
RESTRICTED FUND BALANCE		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>ESTIMATED REVENUES:</u>									
Zone 1-NW	27-300-36351	8,804	277,706	277,706	-	-	-	-	-
Zone 2-NE	27-300-36352	221,448	-	-	1,235	-	-	-	-
Zone 3-SW	27-300-36353	-	106,110	106,110	-	-	-	-	-
Zone 4-SE	27-300-36354	-	147,515	147,515	129,748	-	-	-	-
Total Revenues		<u>230,253</u>	<u>531,331</u>	<u>531,331</u>	<u>130,983</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Estimated Revenues and Transfers		<u>230,253</u>	<u>531,331</u>	<u>531,331</u>	<u>130,983</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL RESOURCES AVAILABLE		<u>\$ 230,253</u>	<u>\$ 531,331</u>	<u>\$ 531,331</u>	<u>\$ 130,983</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<u>APPROPRIATIONS:</u>									
Operating Expenses:									
Zone 1-NW	27-451	\$ 8,804	\$ 277,706	\$ 277,706	\$ -	\$ -	\$ -	\$ -	\$ -
Zone 2-NE	27-452	221,448	-	-	1,235	-	-	-	-
Zone 3-SW	27-453	-	106,110	106,110	-	-	-	-	-
Zone 4-SE	27-454	-	147,515	147,515	129,748	-	-	-	-
Total Operations		<u>230,253</u>	<u>531,331</u>	<u>531,331</u>	<u>130,983</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Transfers Out		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Appropriations		<u>230,253</u>	<u>531,331</u>	<u>531,331</u>	<u>130,983</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
RESTRICTED FUND BALANCE		<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**CITY OF MISSION, TEXAS
MUNICIPAL COURT JUVENILE CASE MANAGER FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

	Adjusted FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 Additional Dept Request	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approved
RESOURCES								
RESTRICTED FUND BALANCE	\$ 153,563	\$ 149,435	\$ 146,761	\$ 146,761	\$ 137,588	\$ 121,226	\$ 137,588	\$ 137,588
<u>Estimated Revenues</u>								
Juvenile Case Manager Fee 28-300-35015	32,115	30,000	30,000	31,409	30,000	-	30,000	30,000
Total Estimated Revenues	32,115	30,000	30,000	31,409	30,000	-	30,000	30,000
TOTAL AVAILABLE RESOURCES	<u>\$ 185,678</u>	<u>\$ 179,435</u>	<u>\$ 176,761</u>	<u>\$ 178,170</u>	<u>\$ 167,588</u>	<u>\$ 121,226</u>	<u>\$ 167,588</u>	<u>\$ 167,588</u>
APPROPRIATIONS:								
<u>Operating Expenses:</u>								
Juvenile Case Manager Dept. 28-413	\$ 38,917	\$ 43,860	\$ 43,860	\$ 40,583	\$ 46,362	\$ -	\$ 46,362	\$ 46,362
TOTAL APPROPRIATIONS	38,917	43,860	43,860	40,583	46,362	-	46,362	46,362
RESTRICTED FUND BALANCE	<u>\$ 146,761</u>	<u>\$ 135,575</u>	<u>\$ 132,901</u>	<u>\$ 137,588</u>	<u>\$ 121,226</u>	<u>\$ 121,226</u>	<u>\$ 121,226</u>	<u>\$ 121,226</u>

**CITY OF MISSION, TEXAS
CAPITAL ASSET REPLACEMENT FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

	Adjusted FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 Additional Dept Request	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approved
RESOURCES								
ASSIGNED FUND BALANCE	\$ 138,659	\$ -	\$ 374,536	\$ 374,536	\$ -	\$ -	\$ -	\$ -
<u>Estimated Revenues</u>								
Capital Lease Financing 29-300-39050	685,549	-	-	-	-	-	-	-
Total Estimated Revenues	685,549	-	-	-	-	-	-	-
<u>Transfers In</u>								
General Fund 29-399-39901	441,138	650,000	650,000	1,617,679	2,070,000	(975,212)	1,094,788	1,094,788
Total Transfers In	441,138	650,000	650,000	1,617,679	2,070,000	(975,212)	1,094,788	1,094,788
Total Revenues and Transfers In	1,126,687	650,000	650,000	1,617,679	2,070,000	(975,212)	1,094,788	1,094,788
TOTAL AVAILABLE RESOURCES	<u>\$ 1,265,346</u>	<u>\$ 650,000</u>	<u>\$ 1,024,536</u>	<u>\$ 1,992,215</u>	<u>\$ 2,070,000</u>	<u>\$ (975,212)</u>	<u>\$ 1,094,788</u>	<u>\$ 1,094,788</u>
APPROPRIATIONS:								
<u>Operating Expenses:</u>								
Capital Asset Replacement 29-410	\$ 890,810	\$ 650,000	\$ 924,927	\$ 1,992,215	\$ 2,070,000	\$ (975,212)	\$ 1,094,788	\$ 1,094,788
TOTAL APPROPRIATIONS	890,810	650,000	924,927	1,992,215	2,070,000	(975,212)	1,094,788	1,094,788
ASSIGNED FUND BALANCE	<u>\$ 374,536</u>	<u>\$ -</u>	<u>\$ 99,609</u>	<u>\$ 0</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**CITY OF MISSION, TEXAS
PEG CAPITAL FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

		Adjusted FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 Additional Dept Request	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approval
RESOURCES									
RESTRICTED FUND BALANCE		\$ 727,775	\$ 746,452	\$ 746,452	\$ 637,319	\$ 712,441	\$ 435,168	\$ 712,441	\$ 712,441
<u>Estimated Revenues</u>									
PEG Capital Fee	30-300-31505	108,310	120,000	120,000	93,000	100,000	-	100,000	100,000
Interest on Investments	30-300-36050	618	100	100	100	100	850	950	950
Net Increase (Decrease)	30-300-36051	6,935	-	-	-	-	-	-	-
Total Estimated Revenues		<u>115,863</u>	<u>120,100</u>	<u>120,100</u>	<u>93,100</u>	<u>100,100</u>	<u>850</u>	<u>100,950</u>	<u>100,950</u>
TOTAL AVAILABLE RESOURCES		<u>\$ 843,638</u>	<u>\$ 866,552</u>	<u>\$ 866,552</u>	<u>\$ 730,419</u>	<u>\$ 812,541</u>	<u>\$ 436,018</u>	<u>\$ 813,391</u>	<u>\$ 813,391</u>
APPROPRIATIONS:									
<u>Operating Expenses:</u>									
PEG Capital	30-410	<u>\$ 206,319</u>	<u>\$ 800,000</u>	<u>\$ 800,000</u>	<u>\$ 17,978</u>	<u>\$ 377,373</u>	<u>\$ 38,627</u>	<u>\$ 416,000</u>	<u>\$ 416,000</u>
TOTAL APPROPRIATIONS		<u>206,319</u>	<u>800,000</u>	<u>800,000</u>	<u>17,978</u>	<u>377,373</u>	<u>38,627</u>	<u>416,000</u>	<u>416,000</u>
RESTRICTED FUND BALANCE		<u>\$ 637,319</u>	<u>\$ 66,552</u>	<u>\$ 66,552</u>	<u>\$ 712,441</u>	<u>\$ 435,168</u>	<u>\$ 397,391</u>	<u>\$ 397,391</u>	<u>\$ 397,391</u>

**CITY OF MISSION, TEXAS
BOYS & GIRLS CLUB FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

		Adjusted FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approved
RESOURCES:								
UNASSIGNED FUND BALANCE		\$ (862,288)	\$ (1,117,140)	\$ (1,039,297)	\$ (1,039,297)	\$ (1,098,177)	\$ (1,098,177)	\$ (1,164,916)
<u>CHARGES FOR SERVICES</u>								
Recreation:								
Basketball Fees	32-300-32001	14,930	10,000	10,000	15,000	15,000	15,000	15,000
Baseball Fees	32-300-32002	18,410	15,000	15,000	18,300	18,300	18,300	18,300
Soccer Fees	32-300-32003	-	15,000	15,000	15,000	15,000	15,000	15,000
Flag Football	32-300-32004	12,400	7,000	7,000	7,000	7,000	7,000	7,000
Volleyball	32-300-32005	9,440	7,000	7,000	3,000	3,000	3,000	3,000
Summer Program	32-300-32008	47,845	35,000	35,000	45,840	45,840	45,840	45,840
Membership Fees	32-300-32011	7,740	12,000	12,000	7,710	7,710	7,710	7,710
After School Program	32-300-32012	12,100	10,000	10,000	6,440	6,440	6,440	6,440
Camps	32-300-32013	-	-	-	-	-	-	-
TOTAL CHARGES FOR SERVICES		122,865	111,000	111,000	118,290	118,290	118,290	118,290
<u>INTERGOVERNMENTAL</u>								
United Way	32-300-33001	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Other Grants	32-300-33006	1,000	-	-	-	-	-	-
TOTAL INTERGOVERNMENTAL		51,000	50,000	50,000	50,000	50,000	50,000	50,000
<u>CONTRIBUTIONS AND DONATIONS</u>								
Other Contributions	32-300-34004	480	-	-	-	-	-	-
TOTAL CONTRIBUTIONS & DONATIONS		480	-	-	-	-	-	-
<u>FUNDRAISING & SPONSORSHIPS</u>								
Sponsorships:								
Basketball	32-300-34201	600	500	500	600	600	600	600
Baseball	32-300-34202	1,500	500	500	1,500	1,500	1,500	1,500
Soccer	32-300-34203	-	500	500	-	-	-	-
Flag Football	32-300-34204	-	500	500	-	-	-	-
Volleyball	32-300-34205	1,800	500	500	1,800	1,800	1,800	1,800
TOTAL FUNDRAISING & SPONSORSHIPS		3,900	2,500	2,500	3,900	3,900	3,900	3,900
<u>MISCELLANEOUS</u>								
Miscellaneous	32-300-36150	-	1,000	1,000	-	1,000	1,000	1,000
TOTAL MISCELLANEOUS		-	1,000	1,000	-	1,000	1,000	1,000
Total Revenues		178,245	164,500	164,500	172,190	173,190	173,190	173,190
Transfers In-General	32-300-39901	500,000	500,000	500,000	700,000	500,000	700,000	700,000
Total Estimated Revenues and Transfers		678,245	664,500	664,500	872,190	673,190	873,190	873,190

**CITY OF MISSION, TEXAS
BOYS & GIRLS CLUB FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

	Adjusted FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approved
TOTAL RESOURCES AVAILABLE	\$ (184,043)	\$ (452,640)	\$ (374,797)	\$ (167,107)	\$ (424,987)	\$ (224,987)	\$ (291,726)
APPROPRIATIONS:							
Operating Expenses:							
Administration 32-470	\$ 741,766	\$ 885,184	\$ 885,184	\$ 852,249	\$ 830,864	\$ 835,843	\$ 676,741
Baseball 32-471	41,759	39,100	39,100	31,270	36,270	36,270	36,270
Basketball 32-472	24,775	25,000	25,000	19,040	21,990	21,990	21,990
Football 32-473	18,132	14,000	14,000	4,228	10,000	10,000	10,000
Soccer 32-474	4,892	11,500	11,500	13,373	13,400	13,400	13,400
Other 32-475	17,407	17,000	17,000	8,926	8,926	8,926	8,926
Volleyball 32-477	6,523	14,000	14,000	1,984	13,500	13,500	13,500
Total Operations	855,254	1,005,784	1,005,784	931,070	934,950	939,929	780,827
Total Appropriations	\$ 855,254	\$ 1,005,784	\$ 1,005,784	\$ 931,070	\$ 934,950	\$ 939,929	\$ 780,827
UNASSIGNED FUND BALANCE	\$ (1,039,297)	\$ (1,458,424)	\$ (1,380,581)	\$ (1,098,177)	\$ (1,359,937)	\$ (1,164,916)	\$ (1,072,553)

**CITY OF MISSION, TEXAS
VETERANS CEMETERY FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

		FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approval
BEGINNING WORKING CAPITAL		\$ -	\$ 117,605	\$ 117,605	\$ 117,605	\$ 117,605	\$ 117,605	\$ 117,605
<u>ESTIMATED REVENUES:</u>								
State Funds	35-300-33100	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 800,000	\$ 800,000
						-	-	-
Total Estimated Revenues		<u>750,000</u>	<u>750,000</u>	<u>750,000</u>	<u>750,000</u>	<u>750,000</u>	<u>800,000</u>	<u>800,000</u>
<u>TRANSFERS IN</u>								
General Fund		-	-	-	-	-	-	-
Total Estimated Revenues & Transfers		<u>\$ 750,000</u>	<u>\$ 750,000</u>	<u>\$ 750,000</u>	<u>\$ 750,000</u>	<u>\$ 750,000</u>	<u>\$ 800,000</u>	<u>\$ 800,000</u>
TOTAL AVAILABLE RESOURCES		<u>\$ 750,000</u>	<u>\$ 867,605</u>	<u>\$ 867,605</u>	<u>\$ 867,605</u>	<u>\$ 867,605</u>	<u>\$ 917,605</u>	<u>\$ 917,605</u>
<u>APPROPRIATIONS:</u>								
Operating Expenses:								
Cemetery Operations	35-410	\$ 632,395	\$ 750,000	\$ 750,000	\$ 750,000	\$ 868,650	\$ 800,000	\$ 800,000
					-			
Total Appropriations		<u>\$ 632,395</u>	<u>\$ 750,000</u>	<u>\$ 750,000</u>	<u>\$ 750,000</u>	<u>\$ 868,650</u>	<u>\$ 800,000</u>	<u>\$ 800,000</u>
ENDING WORKING CAPITAL		<u>\$ 117,605</u>	<u>\$ 117,605</u>	<u>\$ 117,605</u>	<u>\$ 117,605</u>	<u>\$ (1,045)</u>	<u>\$ 117,605</u>	<u>\$ 117,605</u>

**CITY OF MISSION, TEXAS
GOLF CAPITAL FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

	Adjusted FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 Additional Dept Request	FY 2024-2025 City Manager Recommend	FY 2024-2025 City Council Approval
BEGINNING WORKING CAPITAL	\$ 32,562	\$ 35,085	\$ 31,766	\$ 31,766	\$ 25,569	\$ 18,571	\$ 25,569	\$ 25,569
ESTIMATED REVENUES:								
Daily Green Fees 53-300-31300	32,773	35,000	35,000	38,557	35,000	-	35,000	35,000
Prepaid Members 53-300-31400	8,000	6,000	6,000	5,000	8,000	-	8,000	8,000
Total Revenues	40,773	41,000	41,000	43,557	43,000	-	43,000	43,000
Operating Transfers In	-	-	-	-	-	-	-	-
Total Estimated Revenues and Transfers	40,773	41,000	41,000	43,557	43,000	-	43,000	43,000
TOTAL AVAILABLE RESOURCES	\$ 73,335	\$ 76,085	\$ 72,766	\$ 75,323	\$ 68,569	\$ 18,571	\$ 68,569	\$ 68,569
APPROPRIATIONS:								
Operating Expenses:								
Club House 53-410	41,569	49,107	49,107	49,754	49,998	-	49,998	49,998
Total Operations	41,569	49,107	49,107	49,754	49,998	-	49,998	49,998
Transfers Out - Golf Course Fund	-	-	-	-	-	-	-	-
Total Appropriations	41,569	49,107	49,107	49,754	49,998	-	49,998	49,998
ENDING WORKING CAPITAL	\$ 31,766	\$ 26,978	\$ 23,659	\$ 25,569	\$ 18,571	\$ 18,571	\$ 18,571	\$ 18,571

**CITY OF MISSION, TEXAS
TAX INCREMENT FUND
FISCAL YEAR 2024-2025 BUDGET SUMMARY**

	Adjusted FY 2022-2023 Actual	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2023-2024 Estimate	FY 2024-2025 Operating Budget	FY 2024-2025 Additional Dept Request	FY 2024-2025 City Manager Recomm.	FY 2024-2025 City Council Approved
RESOURCES								
RESTRICTED FUND BALANCE	\$ 3,555	\$ 3,555	\$ 3,554	\$ 3,554	\$ 3,554	\$ 433,554	\$ 3,554	\$ 3,554
<u>Estimated Revenues</u>								
Current Ad Valerom 81-300-31000	3,975,917	4,620,000	4,620,000	4,620,000	5,050,000	18,000	5,068,000	5,068,000
Delinquent Ad Valerom 81-300-31200	51,895	40,000	40,000	40,000	40,000	25,297	65,297	65,297
Hidalgo County 81-300-33901	3,584,009	4,200,000	4,200,000	4,200,000	4,200,000	1,050,000	5,250,000	5,250,000
Total Estimated Revenues	7,611,821	8,860,000	8,860,000	8,860,000	9,290,000	1,093,297	10,383,297	10,383,297
Total Revenues and Transfers In	7,611,821	8,860,000	8,860,000	8,860,000	9,290,000	1,093,297	10,383,297	10,383,297
TOTAL AVAILABLE RESOURCES	<u>\$ 7,615,376</u>	<u>\$ 8,863,555</u>	<u>\$ 8,863,554</u>	<u>\$ 8,863,554</u>	<u>\$ 9,293,554</u>	<u>\$ 1,526,851</u>	<u>\$ 10,386,851</u>	<u>\$ 10,386,851</u>
APPROPRIATIONS:								
<u>Operating Expenses:</u>								
TIRZ 81-465	7,611,822	8,860,000	8,860,000	8,860,000	8,860,000	-	10,383,297	10,383,297
TOTAL APPROPRIATIONS	7,611,822	8,860,000	8,860,000	8,860,000	8,860,000	-	10,383,297	10,383,297
RESTRICTED FUND BALANCE	<u>\$ 3,554</u>	<u>\$ 3,555</u>	<u>\$ 3,554</u>	<u>\$ 3,554</u>	<u>\$ 433,554</u>	<u>\$ 1,526,851</u>	<u>\$ 3,554</u>	<u>\$ 3,554</u>