



## **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, December 18, 2023 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, December 18, 2023 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. Presentation by Veterans Land Board - D. Flores
2. Presentation of 20, 25, & 30 Year Service Award Recipients - Munguia
3. October 2023 Employee of the Month - Munguia
4. It's Time Texas Community Challenge Pledge - Perez
5. Presentation by Mission Police Department Safety Sticker Program - Torres
6. Presentation by Mission Fire Department of Medic 4 - A. Garcia
7. Status Report on All Inclusive Lions Park - Terrazas
8. Report from the Greater Mission Chamber of Commerce – Enriquez
9. Departmental Reports – Perez
10. Citizen's Participation – Garza

**PUBLIC HEARING****PLANNING & ZONING RECOMMENDATIONS**

- [11.](#) Conditional Use Permit: Mobile Food Truck – Rincon Tapatio, 2509 Colorado Street, Ste. 208, Lot 1, Block 2, Santa Lucia Development, C-3, Rincon Tapatio, LLC c/o Crystal A. Zavala, and Adoption of Ordinance#\_\_\_\_\_ - De Luna
- [12.](#) Conditional Use Permit: Mobile Food Truck – Empanadas El Argentino, 2509 Colorado Street, Ste. 204, Lot 1, Block 2, Santa Lucia Development, C-3, Ana Serna De Lara, and Adoption of Ordinance#\_\_\_\_\_ - De Luna
- [13.](#) Conditional Use Permit: To Move-In a Home on Property Zoned R-4 (Mobile & Modular Home), 1432 E. Santa Maria Drive, Unit H1, Lot 1, Block H, Wintergreen Estates, R-4, Pamela Johnson, and Adoption of Ordinance#\_\_\_\_\_ - De Luna
- [14.](#) Conditional Use Permit: Sports Complex Facility, 2513 Victoria Avenue, Lot 2, Hampton Inn & Suites, C-3, South Texas Development & Construction, and Adoption of Ordinance#\_\_\_\_\_ - De Luna
- [15.](#) Conditional Use Permit Renewal: Sale & On-Site Consumption of Alcoholic Beverages - Incredibowl, 2140 E. Business Highway 83, Lots 1 & 2, Grapefruit Bowl, Inc. Subdivision, C-4, Spare Time Concessions, LLC, and Adoption of Ordinance#\_\_\_\_\_ - De Luna
- [16.](#) Conditional Use Permit Renewal: 2 Drive-Thru Service Doors – The Health Nut, 301 E. Expressway 83, Lot 4, El Pueblo No. 1, C-3, Joaquin Pena, and Adoption of Ordinance#\_\_\_\_\_ - De Luna

**CONSENT AGENDA**

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

- [17.](#) Approval of Minutes – Carrillo
  - Special Meeting – November 20, 2023
  - Regular Meeting – November 27, 2023
- [18.](#) Acknowledge Receipt of Minutes – Perez
  - Citizen’s Advisory Committee – October 10, 2023
  - Planning & Zoning – November 8, 2023
  - Zoning Board of Adjustments – September 20, 2023
- [19.](#) Authorization to solicit Request for Proposals for Consultant Services for Strategic Plan Development – D. Flores
- [20.](#) Authorization to enter into a contract between the City of Mission and Perez Consulting Engineers, LLC, for Engineer Services. - Elizalde



- [21.](#) Authorization to submit a grant application to KidsGardening Foundation for the Youth Garden Grant - Elizalde
- [22.](#) Authorization to purchase via State Approved Contract from Baker & Taylor for Library Material (books & media) - Espinoza
- [23.](#) Request by County of Hidalgo Elections Department to use City Facilities for the 2024 Elections – Carrillo
- [24.](#) Approval of Memorandum of Understanding between the City of Mission and Texas Citrus Fiesta - Carrillo
- [25.](#) Authorization to extend the City of Mission Fire Department EMS Medical Director Agreement with Dr. Ivan Melendez – A. Garcia
- [26.](#) Authorization to enter into a Mutual Aid Agreement with Lone Star Ambulance Inc. for EMS Provider Services – A. Garcia
- [27.](#) Approval of Interlocal Agreement between City of Mission Fire Department EMS and Hidalgo County Office of Emergency Management – A. Garcia
- [28.](#) Authorization to enter into a Memorandum of Understanding between the Lower Rio Grande Valley Development Council and the City of Mission Police Department – Torres
- [29.](#) Authorization to enter into a Memorandum of Understanding with Internet Crimes Against Children (“ICAC”) Task Force and the City of Mission Police Department – Torres
- [30.](#) Authorization to accept the 2024 Impaired Driving Mobilization Grant from the Texas Department of Transportation - Torres
- [31.](#) Authorization to re-renter into a Memorandum of Understanding between the Hidalgo County HIDTA Task Force and the City of Mission Police Department – Torres
- [32.](#) Authorization to enter into a Memorandum of Understanding between the Mission High School and the City of Mission Police Department – Torres
- [33.](#) Authorization to amend the Memorandum of Understanding for the Educational Resource Officer Program between the City of Mission and the Mission Consolidated Independent School District for the 2023 –2024 school year - Torres
- [34.](#) Authorization to amend the Memorandum of Understanding for the Educational Resource Officer Program between the City of Mission and the Sharyland School District for the 2023 –2024 school year - Torres
- [35.](#) Authorization to allow the purchase of a firearm to Honorably Retired Peace Officer, Adan Beltran for the Mission Police Department, in accordance with Texas Government Code, Section 614.051- Torres
- [36.](#) Authorization to solicit bids for monthly air conditioner filter service- Mares
- [37.](#) Authorization to solicit for proposal for municipal financial advisors - Vela
- [38.](#) Authorization to purchase modems and antennae from SHI, via BuyBoard 661-22 and DIR-CPO-4458- Ramirez
- [39.](#) Authorization to purchase computers from Dell, via DIR-TSO-3763 contract - Ramirez

40. Authorization to extend first one-year renewal for Odor Control Chemical with Kay Jay Services & Supplies for the Public Works Department Waste Water Treatment Plants - Bocanegra

### APPROVALS AND AUTHORIZATIONS

41. Approval to purchase Micro-Solve for Sanitary Sewer Lift Stations from a sole source vendor - Bocanegra
42. Approval of Ordinance # \_\_\_\_\_ of the City Council of the City of Mission, Texas Amending Chapter 90, Solid Waste, Article II, Collection Regulations, Section 90-56 Fees and Charges Exhibit A of the City of Mission Code of Ordinances providing for new residential, multi-family, governmental, industrial and commercial garbage rates – D. Flores
43. Approval of Ordinance # \_\_\_\_\_ of the City Council of the City of Mission, Texas Amending Chapter 114, Utilities, Article II, Rates and Charges, Section 114-52 Rates and Charges Enumerated Exhibit A of the City of Mission Code of Ordinances establishing a special fee for Secondary Residential Water Meter for Irrigation Only – D. Flores
44. Authorization to purchase emergency equipment for (3) Chevy Tahoes via buyboard contract #698-23 from Dana Safety Supply Inc. - Torres
45. Authorization to approve Change Order #1 for Glasscock Drainage Improvements Project for the City of Mission - Bocanegra
46. Authorization to approve Change Order #2 for Taylor Rd Phase 1 for the City of Mission - Bocanegra
47. October 2023 Tax Collection Report - Vela
48. Authorization to execute 1st One Year Renewal Option for Bond Counsel Services - Vela
49. Approval of Budget Amendment: CDBG Fund, Police State Sharing Fund & Police Federal Sharing Fund - Vela
50. Discussion regarding City Projects and Funding Sources, and possible action, if any, related to the same, including but not limited to approval of any budget amendments - Perez
51. Approval of Budget Amendment: Designated Purpose Fund - Vela

### UNFINISHED BUSINESS

52. TABLED 11/27/2023: Conditional Use Permit: Cronos Event Center – 601 E. 9th Street, Lots 4-8, Block 165, Mission Original Townsite, C-3, Elena Zavala, and Adoption of Ordinance#\_\_\_\_\_ - De Luna
53. TABLED 11/27/2023: Conditional Use Permit: To keep a Portable Building – Auto Sales Office Use, 2118 W. Mile 3 Road, Being the South 3.86 acres of Lot 22, New Caledonia Subdivision, C-3, Bunny’s Motors, LLC, and Adoption of Ordinance#\_\_\_\_\_ - De Luna

**ROUTINE MATTERS**

City Manager Comments

Mayor's Comments

City Council Comments

**EXECUTIVE SESSION**

1. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with City Attorney) and Section 551.087 (Economic Development Negotiations) related to proposed economic incentives for Project Ocean
2. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with City Attorney) and Section 551.072 (Deliberation regarding real property) related to Mission Viejo Plaza
3. Closed session pursuant to Tex. Gov't Code Section 551.074 (Personnel Matters) regarding the evaluation, duties, compensation and/or appointment of the City Attorney
4. Closed session pursuant to Tex. Gov't Code Sections 551.071 (Consultation with Attorney) and 551.074 (Personnel Matters) regarding the evaluation, duties, compensation and/or contract of the City Manager

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

1. Consideration and action, if any, related to economic incentives for Project Ocean
2. Consideration and action, if any, related to Mission Viejo Plaza
3. Consideration and action, if any, regarding the evaluation, duties, compensation and/or appointment of the City Attorney.
4. Consideration and action, if any, regarding the evaluation, duties, compensation and/or contract of the City Manager.

**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 15th day of December, 2023 at 4:10 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 **18th day of December, 2023** 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 **15th day of December, 2023** 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 4:10 p.m. on said date.

*Anna Carrillo*

Anna Carrillo, City Secretary



**CITY COUNCIL AGENDA ITEM &  
RECOMMENDATION SUMMARY**

**MEETING DATE:** December 18, 2023  
**PRESENTED BY:** Randy Perez, City Manager  
**AGENDA ITEM:** Departmental Reports – Perez

**NATURE OF REQUEST:**

- Risk Management – November 2023
- Mission Fire Prevention – November 2023
- City Secretary – November 2023
- Grants – November 2023
- Civil Service – November 2023
- 311 – November 2023
- Mission Event Center – October, November 2023
- Mission Fire Department – October, November 2023
- CDBG – October 2023
- RGV State Veterans Cemetery – November 2023
- Mission Police Department – November 2023
- Sanitation – November 2023
- Mission Historical Museum – November 2023
- Planning & Zoning – 2023
- Code Enforcement – 2023
- Permits & Inspections – 2023
- Information Technology – November 2023
- Speer Memorial Library – November 2023

**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 *RP*

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

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

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

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

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

## **Risk Management Departmental Monthly Report – November 2023**

### **General Liability Claims**

There were 0 liability claims filed against the City during the month of November.

### **Law Enforcement Liability Claims**

There were 0 law enforcement liability claims filed against the City during the month of November.

### **Auto Liability Claims**

There were 0 auto liability claims filed against the City during the month of November.

### **City Property Claims**

There was 0 property claims for the city during the month of November.

### **Worker's Comp**

There have been 9 Workers' Compensation claims filed during the month of November.

- 5 were a Civil Service Employee.
- 4 were Non-Civil Service Employees.

As of November 30<sup>th</sup>, we have 4 employees out on injury leave and 4 employees on Light/Modified Duty. A total of 3 employees returned to full duty in November.





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: November 2023

### FIRE INVESTIGATIONS

There were zero (0) fire investigations for the month of November.

Full Investigation: 0 Total

Call out to document of Incident: 1 Total

Year to Date: 1 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 November.

Our assistance was requested: 0 Total

Assistance Requested by us: 0 Total

Year to Date: 0 Total

**INSPECTIONS**

There were seventy-four (74) inspections conducted for the month of November: twenty-three (23) occupancy, Thirty-two (32) annual and nineteen (19) other forms of inspections.

Year to Date: 152 Total 59 Occupancy 52 Annual 41 Other

Inspection rate to date: 3%

**COMPLAINTS**

There were zero (0) complaints for the month of November

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

Year to Date: 0 Total

**SUBDIVISION REVIEWS**

For the month of November there were twenty-five (25) subdivision plan reviews.

Year to Date: 45 Total

**SPRINKLER SYSTEM REVIEWS**

For the month of November there were three (3) sprinkler system plan reviews.

Year to Date: 9 Total

**FIRE ALARM SYSTEM REVIEWS**

For the month of November there were two (2) fire alarm system plan review.

Year to Date: 8 Total

**EXHAUST HOOD CANOPY PLAN REVIEWS**

For the month of November there was two (2) exhaust hood canopy plan reviews.

Year to Date: 3 Total

**HOOD SUPPRESSION PLAN REVIEWS**

For the month of November there were three (3) hood suppression plan reviews.

Year to Date: 4 Total

**LP TANK PERMITS**

For the month of November there were two POSSIBLY (2) LP tank permits issued.

Year to Date: 2 Total

**UNDERGROUND STORAGE TANK REMOVAL PERMITS**

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

Year to Date: 0 Total

**ABOVEGROUND STORAGE TANK REMOVAL PERMITS**

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

Year to Date: 4 Total

**BURNING PERMITS**

There were three (3) city burning permits issued for the month of November.

Year to Date: 9 Total

**PLAN REVIEWS**

We had fourteen (14) plan reviews for the month of November.

- Taqueria Los Cuates – 2515 Colorado Suite 11
- B-4 Mission – 301 E Expwy 83 Lot #4
- Entrusted Care – 1512 E Griffin Parkway Ste 5
- 4 Plex – 1812 Ramirez
- Drive Thru – 722 E 8<sup>th</sup> St
- 4 Plex Lot #5 Construction – 100 San Jose
- Mission Nursing & Rehabilitation Center – 1013 S. Bryan
- Drive way addition – 901 Travis suite 1
- 4 Plex – 101 Yosemite

- 4 Plex - 102 San Jose
- Magnolia Village Lot #1 – 716 Ragland
- Magnolia Village Lot #3 – 800 Ragland
- Magnolia Village Lot #2 – 720 Ragland
- Magnolia Village Lot#4 – 806 Ragland

Year to Date: 26 Total

#### **FIRE DRILLS**

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

Year to Date: 0 Total

#### **TRAINING**

There were two (2) trainings in the month of November.

- Fire Marshal Frank Cavazos, Asst. Fire Marshal Frank Chaires, attended “FTO Training” at County District on November 7-9, 2023
- Fire Marshal Frank Cavazos, Asst. Fire Marshal Frank Chaires, Asst Fire Marshal Joel Saenz attended the CPR Training at Mission Fire Department Training Room

Year to Date: 6 Total

#### **MEETINGS ATTENDED**

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

- November 1, 2023 – Fire Marshal Frank Cavazos attended the Fire Prevention supplies meeting hosted by Joel Saenz at the Mission Fire Department Media Room
- November 1, 2023 - Fire Marshal Frank Cavazos attended the 2023 Fields of Faith Event at the Richard Thompson Stadium
- November 3, 2023 – Fire Marshal Frank Cavazos attended the Neighborhood Wal-Mart Re Grand Opening on Bryan Rd.
- November 6, 2023 - Fire Marshal Frank Cavazos City ID’s
- November 6, 2023 – Fire Marshal Frank Cavazos attended meeting with Jackie Charles and Mellssa Alvarez regarding “Cecelia’s Retirement” held in Fire Marshal’s office
- November 7 2023- Fire Marshal Frank Cavazos & Assistant Fire Marshal Frank Chaires attended the FTO Training at the County District
- November 8, 2023- Fire Marshal Frank Cavazos & Assistant Fire Marshal Frank Chaires attended the FTO Training at the County District
- November 9, 2023 - Fire Marshal Frank Cavazos & Assistant Fire Marshal Frank Chaires attended the FTO Training at the County District ( ½ day)
- November 9, 2023 – Fire Marshal Joel Saenz for Frank Cavazos attended SRC Meeting at City Hall

- November 13, 2023 – Fire Marshal Frank Cavazos attended the Command Staff Meeting with Chief Garcia at MFD Admin. Conference Room.
- November 13, 2023 – Fire Marshal Frank Cavazos attended the Mission City Council Meeting at City Hall
- November 13, 2023 - Fire Marshal Frank Cavazos City ID's
- November 14, 2023 – Fire Marshal Frank Cavazos attended and served the Employee Appreciation luncheon at the Mission Event Center
- November 14, 2023, - Fire Marshal Frank attended Staff meeting at City Hall Council Chambers
- November 15, 2023 – Fire Marshal Frank Cavazos attended ESO Kick off meeting via zoom call
- November 15, 2023 – Fire Marshal Frank Cavazos attended the Fire & Life Educator 1 class at...
- November 16, 2023 – Fire Marshal Joel Saenz for Frank Cavazos attended SRC Meeting at City Hall
- November 17, 2023 - Fire Marshal Frank Cavazos attended Mission FD Demo hosted by Joseph Casebeer via zoom call
  
- November 17, 2023 - Fire Marshal Frank Cavazos attended SOP Working Group Meeting with Chief Garcia at the Mission Fire Department Administration Conference Room
- November 27, 2023 - Fire Marshal Frank Cavazos attended the City Council meeting at Mission at City Hall
- November 28, 2023- Fire Marshal Frank Cavazos attended staff meeting at City Hall
- November 30, 2023 -Fire Marshal Frank Cavazos attended SRC meeting

Year to Date: 59 Total

**PUBLIC EDUCATION**

During the month of November there were four (4) presentations conducted.

Date	Location	Fire Extinguisher w/Simulator	Fire Safety Trailer	Tours of Stations	Fire Safety Presentation	City Events/ Parade
11/03/2023	Ruben Hinojosa Elementary				464	
11/06/2023	O'Grady Elementary				443	
11/14/2023	IDEA North Mission Burning of the "W"				300	
11/16/2023	Head Start Event				500	



Year to Date:	39	Presentations	12,089	Audience
Year to Date w/The Tutor	0	Presentations	0	Audience
Year to Date w/F.S.T.	1	Presentations	1000	Audience
Year to Date w/ City Events	2	Presentations	1830	Audience
Year to Date – Other	7	Presentations	1460	Audience
Year to Date Grand Total	49	Presentations	16,379	Audience

**Frank Cavazos, Deputy Chief/Fire Marshal**

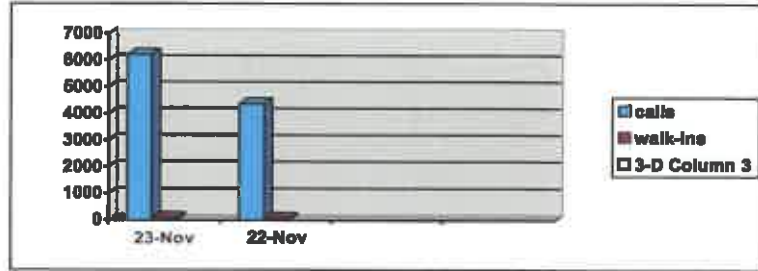


***"Dedicated to the Community We Protect... and Serve"***

## CITY SECRETARY MONTHLY REPORT NOVEMBER 2023

**Reception:**

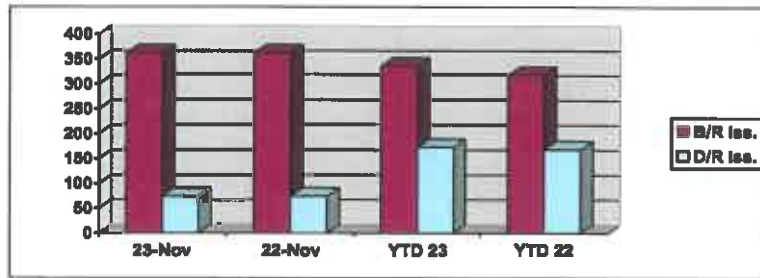
Calls received: 6,250  
Walk-ins: 105



**Vital Statistics:**

Birth Records Registered  
Birth Records Issued  
Death Records Registered  
Death Records Issued  
Funds Received

Nov-23	Nov-22		YTD 23	YTD 22
152	148		340	318
391	362		801	782
31	54		65	97
50	74		149	168
\$9,509.00	\$9,078.00		\$ 19,652.00	\$ 20,200.00



**Cemetery:**

	Laurel Hill	San Jose	Catholic	Baby Sp.	YTD 23/24
Burials:	1	0	2	0	9
Sold Spaces:	0	0	0	0	0

	Laurel Hill	San Jose	Catholic	Baby Sp.	YTD 22/23
Burials:	0	1	0	0	8
Sold Spaces:	0	0	0	0	0



Grants Activity Report- November 2023

Grant Name	Funding Agency	Department	Application Amount	Matching Amount	Due Date	Status
FY22 FEMA Flood Mitigation Assistance (FMA)	TWDB	Executive	\$ 320,000	25%		Submitted-Tracking
FY22 Building Resilient Infrastructure and Communities (BRIC)	TDEM	Executive	\$ 415,000	25%		Submitted-Tracking
FY22 AFG	DHS	Fire	\$ 172,873.50	10%		Submitted-Tracking
Staffing for Adequate Fire and Emergency Response Grants (SAFER)	DHS	Fire	\$ 2,322,424	None		Submitted-Tracking
FY22 Fire Prevention and Safety	DHS	Fire	\$ 22,440.49	5%		Submitted-Tracking
Underrepresented Communities Grant Program	NPS	Museum	\$ 75,000	None		Submitted-Tracking
Trail Accelerator Grant	IMBA	Park	\$ 10,000	1-1		Submitted-Tracking
FY23 Community Wildfire Defense Grant	USDA	Fire	\$ 250,000	None		Submitted-Tracking



# CITY OF MISSION

## Grants Activity Report- November 2023

Grant Name	Funding Agency	Department	Application Amount	Award Amount	Matching Amount	Status
FY23 COPS Hiring Program	DOJ COPS	Police	\$ 1,771,398.16	\$ 1,000,000	25%	Awarded
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 Regular	OOG	Fire	\$ 123,927.18	\$ 61,963.58	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
OVAG-Victim Services	OAG	Police	\$ 84,000	\$ 49,500	None	Awarded/Active
FY22 Operation Stonegarden Program	OOG	Police	\$ 350,000	\$ 350,000	None	Awarded/Active
Animal Welfare Organization	Petco Love	Health	\$ 35,000	\$ 30,000	None	Awarded/Active
La Cuchilla Drainage Improvement Project	TXGLO	Executive	\$ 1,000,000	\$ 997,236.75	1%	Awarded/Active
Astroland Drainage Improvement Project	TXGLO	Executive	\$ 1,000,000	\$ 999,162	1%	Awarded/Active
Trail Connectivity Project	VBLF	Park	\$ 500,000	\$ 500,000	None	Awarded/Active
FY22 Justice and Mental Health Program	BIA	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
Border Zone Fire Dept.	OOG	Fire	\$ 250,000	\$ 78,735.25	None	Awarded/Active
<b>Grand Total: \$</b>				<b>5,645,104.73</b>		

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## MEMORANDUM

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**TO:** MAYOR AND CITY COUNCIL  
**THROUGH:** RANDY PEREZ, CITY MANAGER  
**FROM:** JESSE LERMA, CIVIL SERVICE DIRECTOR  
**SUBJECT:** CIVIL SERVICE REPORT, NOVEMBER 2023  
**DATE:** DECEMBER 4, 2023

1. Mission Police Department-we conducted an entry level examination where 21 individuals participated. They will continue with the hiring process.
2. Mission Police Department-we had a CPL's promotional examination on November 30, 2023. We had 25 participants-scores will be certified after appeal process completed and the CS Commission approves the scores. We have three (3) openings and one pending. Three individuals will be promoted immediately.
3. Mission Police Department received the COPS grant that will allow for us to hire an additional eight (8) officers.
4. Mission Fire Department- we conducted a CPT's promotional examination on November 16, 2023. We had five (5) participants. Once scores get approved by the CS Commission, Mike Reyes will get promoted immediately.
5. Mission Fire Department will have an entry level examination on January 18, 2024


Thank you!

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## MEMORANDUM

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**TO:** MAYOR AND CITY COUNCIL  
**THROUGH:** RANDY PEREZ, CITY MANAGER  
**FROM:** JESSE LERMA, 311 COORDINATOR/CIVIL SERVICE DIRECTOR  
**SUBJECT:** 311 REPORT, NOVEMBER, 2023  
**DATE:** DECEMBER 4, 2023



We have a total of 84 submission for November of 2023 with a total of 3674 since we began. The system is fully functional and very user friendly. We are able to customize the system to meet the needs of our daily operations. Our staff has bought into the system and working on improvements every day. We are able to find problematic areas using the system and it allows for us to attend to the needs of those areas in a timely manner. We try to contact as many residents as possible and are getting feedback from them to improve the system.

Our media department has been pushing the 311 program with an interview with City Manager Randy Perez encouraging our citizens to utilize the program.

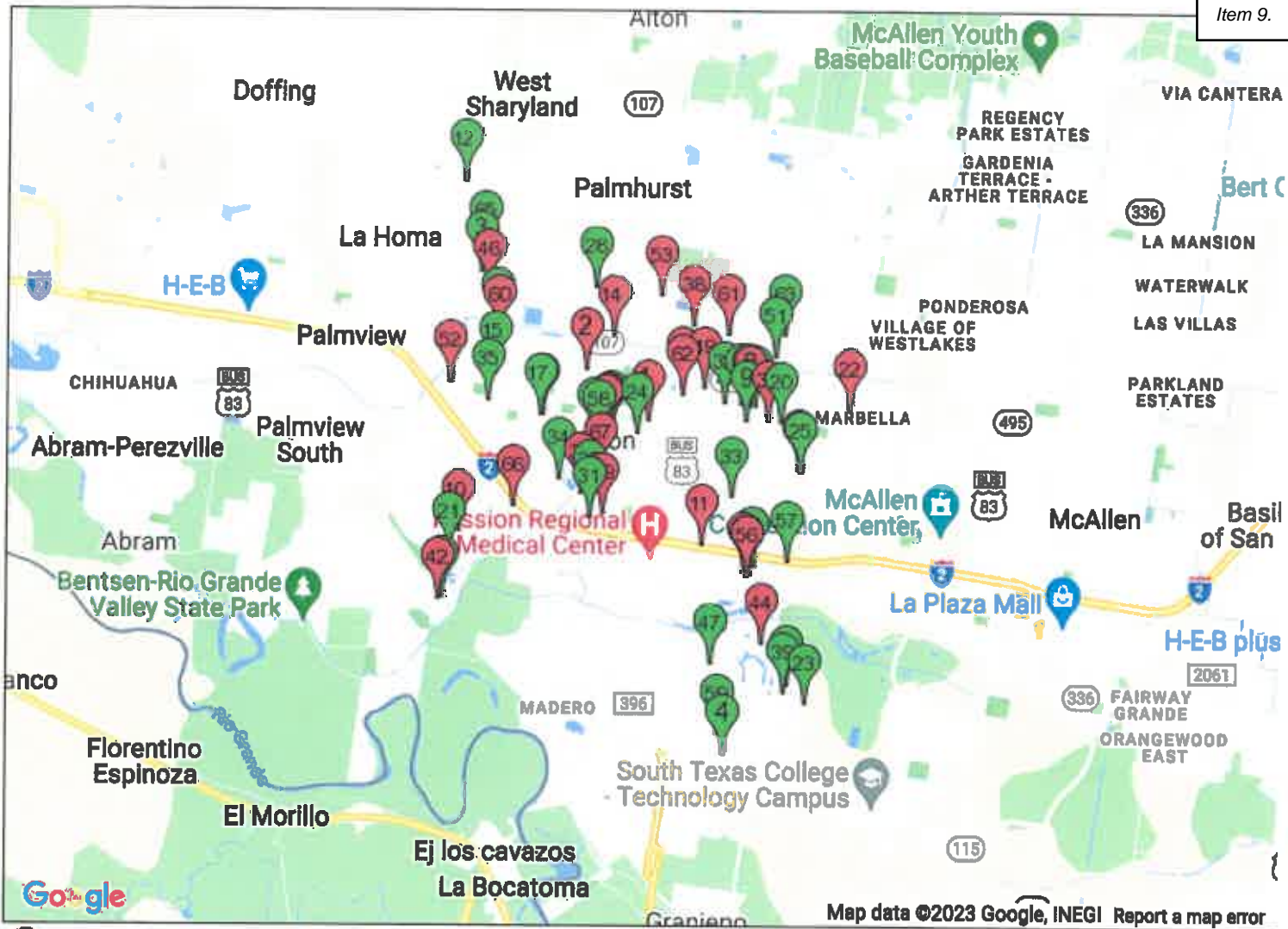
Thank you!



Topic Counts of Opened Requests  
For Date Period From 11/01/2023 Through 11/30/2023

<b>Topic</b>	<b>Count</b>
Health	
Animal Control	14
Mosquitoes	0
<b>Total - Health</b>	<b>14</b>
Obstructions -Tree/Branches	
MOWING	1
<b>Total - Obstructions -Tree/Branches</b>	<b>1</b>
Parks & Rec	
Graffiti	4
Mowing	0
Parks	1
Restrooms	0
Right of way ( mowing )	0
Trails	1
<b>Total - Parks &amp; Rec</b>	<b>6</b>
Planning	
Construction Concerns	1
Dilapidated Home/Structure	0
Garage Sales	1
Health & Sanitation	1
Illegal Dumping	3
Junked Vehicle on private property	0
Sewer Concerns	0
Unsafe Building	1
Weedy Lot	2
<b>Total - Planning</b>	<b>9</b>
Police Department	
Illegal Parking	5
<b>Total - Police Department</b>	<b>5</b>
Public Works	
Flooded area/Roadway and streets	2
Foul smell	0
Junk Vehicle	0
Lift Station	0
Low Water Pressure	2
Obstruction-Trees/Branches	0
Pot Holes	9
Sandbag ( Elderly And Disabled )	0
Side Walk	2
Street Light	11
Streets/Signs	4
Tires	1
Traffic Signals	2
Water Leaks	6
<b>Total - Public Works</b>	<b>39</b>
Sanitation	
Brush	7
Bulky Items	0
Garbage	1
Trash	2
<b>Total - Sanitation</b>	<b>10</b>
All Topics	
<b>Total All Topics</b>	<b>67</b>

Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description
<a href="#">3664</a>	Animal Control	Closed	11/01/2023		Lugo ,Yessenia	Dead white kitten on street. please pick up....
<a href="#">3665</a>	Animal Control	Closed	11/01/2023		Lugo ,Yessenia	Loose Dogs! Animal control never picked them...
<a href="#">3666</a>	Animal Control	Closed	11/01/2023		test User	Wild Dog running around
<a href="#">3667</a>	Street Light	Closed	11/01/2023		acevedo Yahaira	street light not working.
<a href="#">3668</a>	Traffic Signals	Closed	11/02/2023		Diaz,Gabriel	green left turn arrow doesn't turn green...
<a href="#">3670</a>	Unsafe Building	Closed	11/02/2023		Villarreal,Yvette	The front door glass has been broken out as...
<a href="#">3671</a>	Animal Control	Closed	11/03/2023		Garza,Griselda Cantu	Testing Again.
<a href="#">3672</a>	Street Light	Closed	11/03/2023		acevedo,Yahaira	the light on Shary and old 83 isn't working...
<a href="#">3673</a>	Water Leaks	Closed	11/04/2023		cantu omar	water leak in middle of road. was just fixed...
<a href="#">3674</a>	Brush	Closed	11/04/2023		Pena Yaritza	from 1920. 21 first street
<a href="#">3675</a>	Brush	Closed	11/05/2023		Pena Yaritza	Brush pick up please
<a href="#">3677</a>	Weedy Lot	Closed	11/06/2023		Villarreal,Yvette	Empty house overgrown weeds. cannot even walk...
<a href="#">3678</a>	Street Light	Closed	11/06/2023		acevedo,Yahaira	W109 Street light is out
<a href="#">3679</a>	Animal Control	Closed	11/08/2023		Lugo ,Yessenia	dogs from 1709 Merlin
<a href="#">3681</a>	Slide Walk	Open	11/08/2023	11/11/2023	Diaz,Gabriel	Broken curb in two places at 2001 Brazos Ct
<a href="#">3682</a>	Pot Holes	Open	11/07/2023	11/12/2023	Hernandez,Baldo	Photo attached
<a href="#">3683</a>	Pot Holes	Open	11/07/2023	11/12/2023	Hernandez,Baldo	Photo attached
<a href="#">3684</a>	Illegal Dumping	Closed	11/07/2023		Villarreal,Yvette	can something be done with 306 north...
<a href="#">3685</a>	Water Leaks	Closed	11/08/2023		cantu omar	possible water leak
<a href="#">3686</a>	Brush	Closed	11/08/2023		Pena Yaritza	i just wanted to thank your department and...
<a href="#">3687</a>	Animal Control	Closed	11/08/2023		Lugo ,Yessenia	test test
<a href="#">3688</a>	Animal Control	Closed	11/08/2023		Kotsatos,Steven	TEST
<a href="#">3689</a>	Brush	Closed	11/09/2023		Pena Yaritza	debris needs to be picked up city has picked...
<a href="#">3690</a>	Animal Control	Closed	11/09/2023		Garza,Griselda Cantu	animal control officers are awesome !!
<a href="#">3691</a>	Illegal Dumping	Closed	11/09/2023		Villarreal,Yvette	Illegal banner in row
<a href="#">3692</a>	Low Water Pressure	Open	11/09/2023	11/24/2023	cantu,omar	we have low water pressure and then stops.
<a href="#">3693</a>	Street Light	Closed	11/09/2023		acevedo,Yahaira	street light is out ( not working)
<a href="#">3694</a>	Low Water Pressure	Open	11/09/2023	11/24/2023	cantu,omar	Hello the water from all my faucets smells...
<a href="#">3695</a>	Streets/Signs	Closed	11/09/2023		Diaz,Gabriel	Broken glass at intersection of Santa Erika...
<a href="#">3696</a>	Traffic Signals	Closed	11/10/2023		Diaz,Gabriel	timing of lights is off please check
<a href="#">3697</a>	Water Leaks	Closed	11/10/2023		cantu,omar	water not working
<a href="#">3698</a>	Illegal Dumping	Closed	11/10/2023		Villarreal,Yvette	signs have been their nearly 2 weeks and...
<a href="#">3699</a>	Water Leaks	Closed	11/10/2023		cantu,omar	Photo attached
<a href="#">3700</a>	Pot Holes	Open	11/11/2023	11/16/2023	Hernandez,Baldo	Please fix all of the bumps and potholes on...
<a href="#">3701</a>	Flooded area/Roadway and streets	Open	11/12/2023	11/27/2023	Diaz,Gabriel	the street is flooded and the storm drain is...
<a href="#">3702</a>	Animal Control	Closed	11/12/2023		Kotsatos,Steven	The Person living at these apartments got 2...
<a href="#">3703</a>	Brush	Open	11/13/2023	11/23/2023	Pena Yaritza	Brush on curb & sidewalk
<a href="#">3705</a>	Garbage	Closed	11/13/2023		Martinez,Roman	sanitation truck just now emptied dumpster at...
<a href="#">3706</a>	Street Light	Closed	11/14/2023		acevedo,Yahaira	light not working
<a href="#">3707</a>	Water Leaks	Closed	11/14/2023		cantu,omar	My concern is possible water leak due to my...
<a href="#">3708</a>	Garage Sales	Closed	11/15/2023		Villarreal,Yvette	Can a garage sale permit be done online or...
<a href="#">3710</a>	Animal Control	Closed	11/16/2023		Kotsatos,Steven	Dead Cat
<a href="#">3711</a>	Brush	Open	11/16/2023	11/26/2023	Pena,Yaritza	Brush illegally dump on the slide walk on Dove...
<a href="#">3712</a>	Animal Control	Closed	11/16/2023		Kotsatos,Steven	same house 1709 Merlin they don't care
<a href="#">3713</a>	Brush	Open	11/17/2023	11/27/2023	Pena,Yaritza	908 pameala dr. In the alley
<a href="#">3714</a>	Streets/Signs	Open	11/17/2023	11/27/2023	Diaz,Gabriel	street has lots of acorns, leaves and debris...
<a href="#">3715</a>	Streets/Signs	Closed	11/19/2023		Diaz,Gabriel	The entrance to the neighborhood street...
<a href="#">3716</a>	Pot Holes	Open	11/19/2023	11/24/2023	Hernandez,Baldo	por hole on the middle of western st. when...
<a href="#">3717</a>	Slide Walk	Open	11/19/2023	11/24/2023	Diaz,Gabriel	read information on pictures please . . .
<a href="#">3718</a>	Street Light	Closed	11/19/2023		acevedo,Yahaira	Street Light not working - located between...
<a href="#">3719</a>	Street Light	Open	11/19/2023	11/24/2023	acevedo,Yahaira	there are several street lights polls out...
<a href="#">3720</a>	Construction Concerns	Closed	11/19/2023		Villarreal,Yvette	I don't know where to voice this concern, on...
<a href="#">3721</a>	Street Light	Closed	11/19/2023		acevedo,Yahaira	street light is out
<a href="#">3722</a>	Street Light	Closed	11/20/2023		acevedo,Yahaira	Photo attached
<a href="#">3723</a>	Health & Sanitation	Closed	11/20/2023		Villarreal,Yvette	I understand that it is not time for brush...
<a href="#">3725</a>	Streets/Signs	Open	11/22/2023	12/02/2023	Diaz Gabriel	There is a stop coming off of Glasscock onto...
<a href="#">3726</a>	Tires	Open	11/22/2023	12/02/2023	Hernandez,Baldo	Photo attached
<a href="#">3727</a>	Water Leaks	Open	11/22/2023	12/02/2023	cantu,omar	Some workers or the trash truck stepped on...
<a href="#">3729</a>	Weedy Lot	Closed	11/24/2023		Villarreal,Yvette	Photo attached
<a href="#">3731</a>	Animal Control	Work Done	11/24/2023	12/09/2023	Kotsatos,Steven	new dogs don't know from where
<a href="#">3734</a>	Pot Holes	Open	11/25/2023	11/30/2023	Hernandez,Baldo	This dip, with water in it after the rain,...
<a href="#">3735</a>	Trash	Open	11/25/2023	12/05/2023	Pena,Yaritza	someone moved my trash can I had placed it...
<a href="#">3736</a>	Trash	Open	11/25/2023	12/05/2023	Pena,Yaritza	I have two properties 1109 Oblate and 1111...
<a href="#">3737</a>	Street Light	Closed	11/25/2023		acevedo,Yahaira	one street light very dim and other...
<a href="#">3738</a>	Pot Holes	Open	11/26/2023	12/01/2023	Hernandez,Baldo	frontage and Stewart rd, huge pot hole
<a href="#">3739</a>	Pot Holes	Open	11/27/2023	12/02/2023	Hernandez,Baldo	There appears that work has been done in this...
<a href="#">3740</a>	Pot Holes	Open	11/27/2023	12/02/2023	Hernandez,Baldo	pot holes along Bryan Rd in between 28th and...
<a href="#">3741</a>	Pot Holes	Open	11/28/2023	12/03/2023	Hernandez,Baldo	Pothole is the alleyway that comes out of San...
<a href="#">3742</a>	MOWING	Open	11/28/2023	12/03/2023	Diaz,Gabriel	Photo attached
<a href="#">3743</a>	Animal Control	Work Done	11/28/2023	12/13/2023	Kotsatos,Steven	there are dogs always coming out of a house...
<a href="#">3744</a>	Street Light	Closed	11/29/2023		acevedo,Yahaira	Street Light by this residence is not...
<a href="#">3745</a>	Flooded area/Roadway and streets	Open	11/30/2023	12/15/2023	Diaz,Gabriel	Photo attached
<a href="#">3746</a>	Animal Control	Work Done	11/30/2023	12/15/2023	Kotsatos,Steven	Dead cat in street.



- 1 904 Pamela Drive, Mission
- 2 2017 Perkins Avenue, Mission
- 3 2921 Crisantema St, Mission
- 4 4006 Santa Susana St, Mission
- 5 1917 E 21st St, Mission
- 6 1708 Merlin Dr, Mission
- 7 1903 E 21st St, Mission
- 8 1907 E 21st St, Mission
- 9 1601-1701 Jonquil Ave, Mission
- 10 1007 Lake View Dr, Mission

- 11 S Stewart Rd, Mission
- 12 4023 Anita St, Mission
- 13 866-898 N Shary Rd, Mission
- 14 202 Thornwood St, Mission
- 15 1610 Rankin St, Mission
- 16 905 Barnes St, Mission
- 17 907 Barnes St, Mission
- 18 319 East 11th Street, Mission
- 19 1109 Oblate Avenue, Mission
- 20 2110 E 19th St, Mission
- 21 1300 Circle Dr, Mission
- 22 2806 Summer Breeze Ave
- 23 4302 San Efrain Street, Mission
- 24 801 E 12th St
- 25 2400 E Highway 83 Business, Mission
- 26 N Shary Rd, Mission
- 27 103 Ebano Avenue, Mission
- 28 3010 N Cummings Ave, Mission
- 29 335 Citriana Drive, Mission
- 30 105 Texas 107, Mission
- 31 207 Del Mar Street, Mission
- 32 1601 Merlin Drive, Mission

-  401 San Antonio Avenue, Mission
-  301 North Slabaugh Avenue, Mission
-  1011 Adams Street, Mission
-  Lauren Ln, Mission
-  2008 N Bryan Rd, Mission
-  2762–2794 N Bryan Rd, Mission
-  2810 Santa Ana Street, Mission
-  2703 Santa Ana Street, Mission
-  1904–2098 Crystal Dr, Mission
-  2109 Mauve Ln, Mission
-  2404 Kirk Ave, Mission
-  125 San Jacinto St, Mission
-  117 E Tom Landry St, Mission
-  2808 Estevan Street, Mission
-  2500 Santa Erica, Mission
-  812 Brazos St, Mission
-  1315 E 22nd St, Mission
-  400–448 E 12th St, Mission
-  2501–2579 N Glasscock Rd, Mission
-  1602 Magdalena Ave, Mission
-  813 E Stonegate Dr, Mission
-  2002 Brazos Court, Mission

 812 Brazos Street, Mission

 811 Brazos Street, Mission

 2406 East Expressway 83, Mission

 209 E Tom Landry St

 2805 San Eduardo St, Mission

 2413 Silver Oak Ave, Mission

 1506 E 28th St, Mission

 1734 N Bryan Rd, Mission

 2009 E 29th St, Mission

 715 Brazos St, Mission

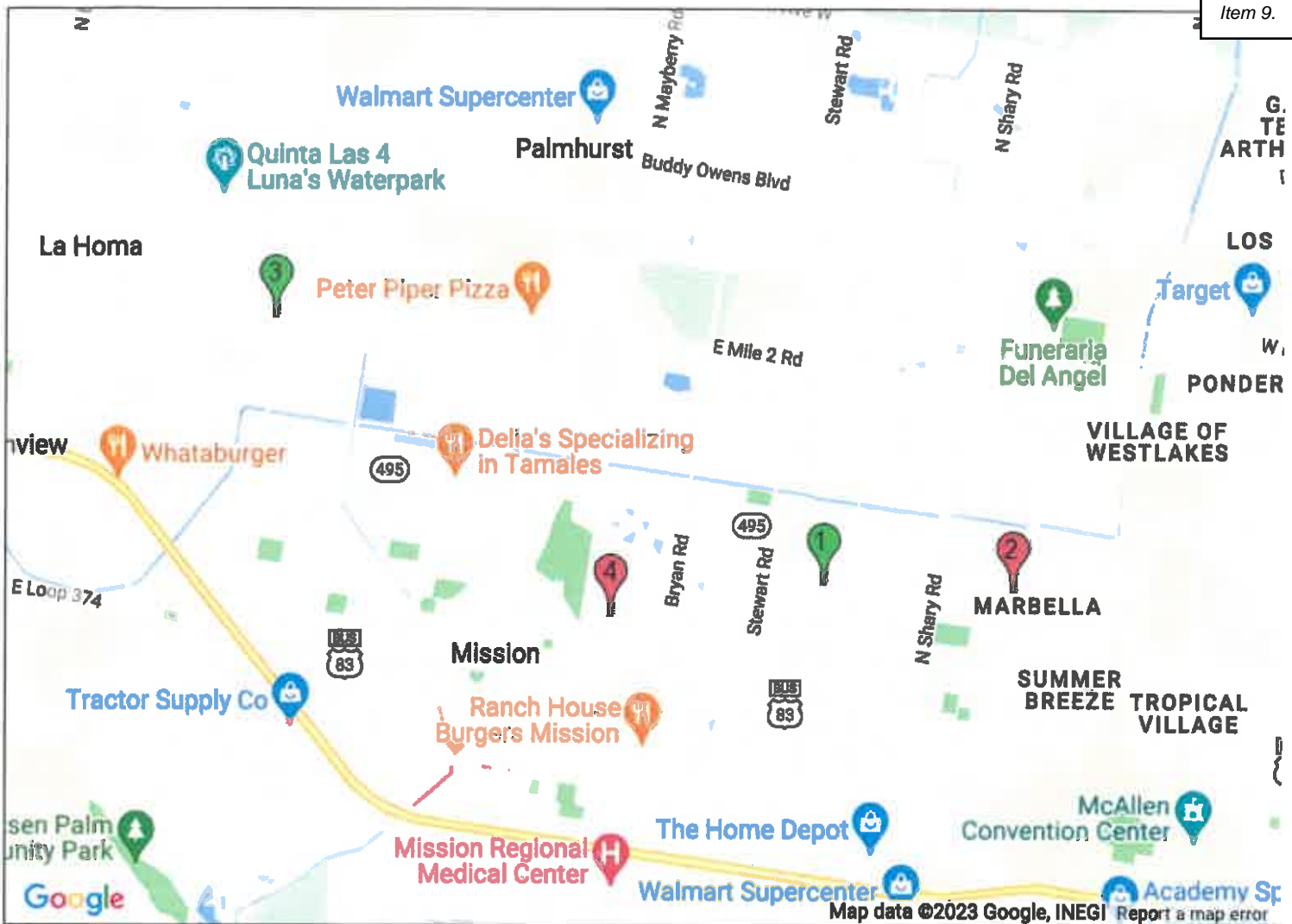
 3200 Crisantema Street, Mission

 211 Alma Ave, Mission

 505 Oblate Avenue, Mission

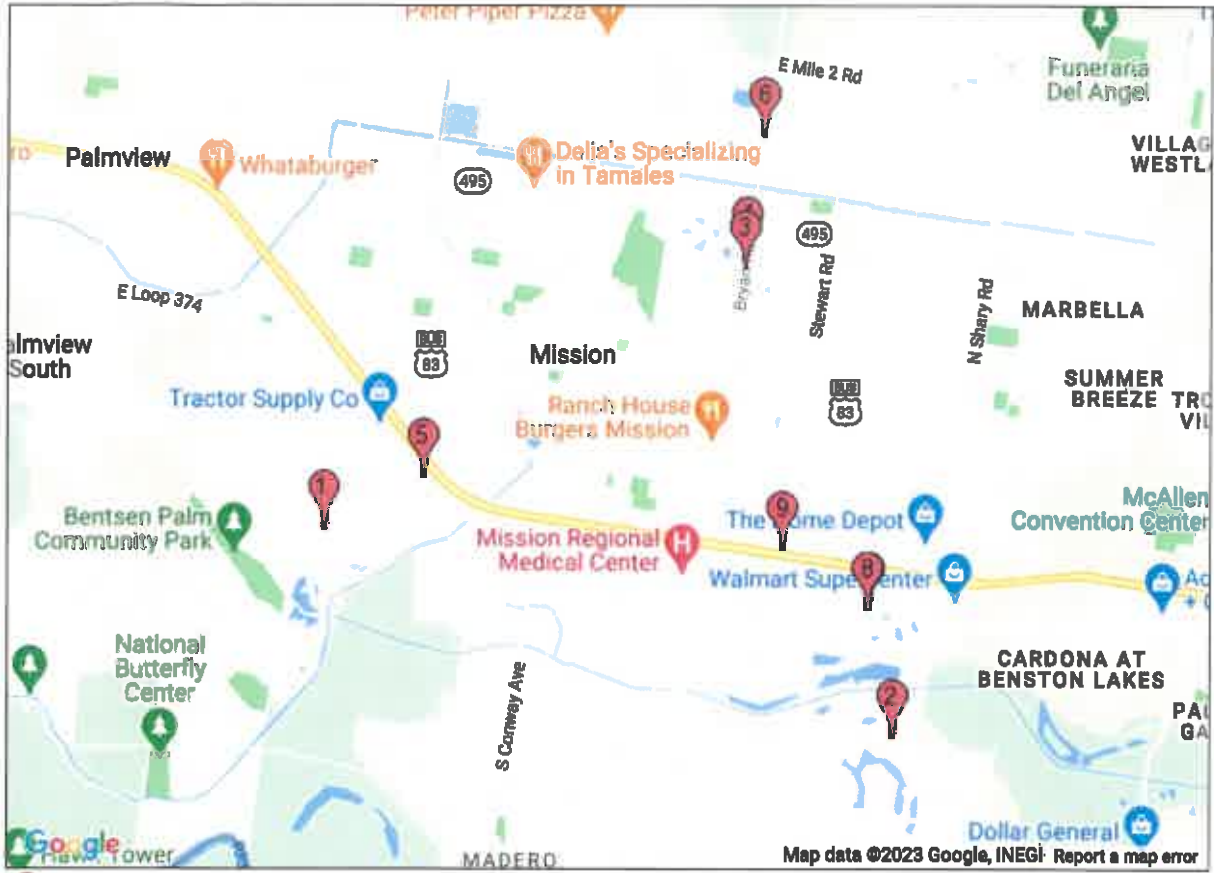


Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description
<a href="#">3674</a>	Brush	Closed	11/04/2023		Pena, Yaritza	from 1920. 21 first street
<a href="#">3675</a>	Brush	Closed	11/05/2023		Pena, Yaritza	Brush pick up please
<a href="#">3686</a>	Brush	Closed	11/08/2023		Pena, Yaritza	I just wanted to thank your department and...
<a href="#">3689</a>	Brush	Closed	11/09/2023		Pena, Yaritza	debris needs to be picked up city has picked...
<a href="#">3703</a>	Brush	Open	11/13/2023	11/23/2023	Pena, Yaritza	Brush on curb & sidewalk
<a href="#">3711</a>	Brush	Open	11/16/2023	11/26/2023	Pena, Yaritza	Brush illegally dump on the side walk on Dove...
<a href="#">3713</a>	Brush	Open	11/17/2023	11/27/2023	Pena, Yaritza	908 pamela dr. in the alley



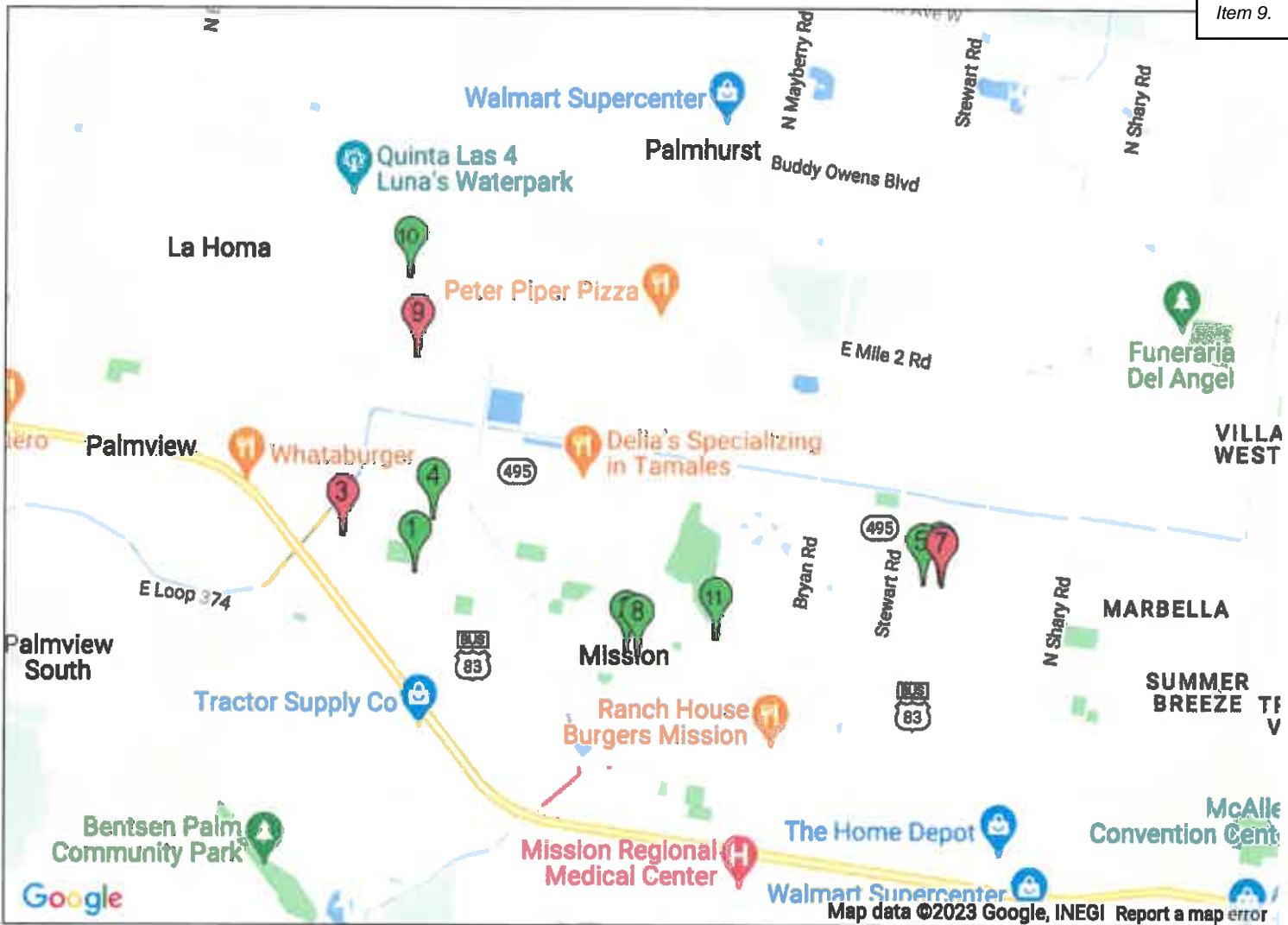
-  1917 E 21st St, Mission
-  2806 Summer Breeze Ave
-  2921 Crisantema St, Mission
-  904 Pamela Drive, Mission

Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description
<a href="#">3682</a>	Pot Holes	Open	11/07/2023	11/12/2023	Hernandez,Baldo	Photo attached
<a href="#">3683</a>	Pot Holes	Open	11/07/2023	11/12/2023	Hernandez,Baldo	Photo attached
<a href="#">3700</a>	Pot Holes	Open	11/11/2023	11/16/2023	Hernandez,Baldo	Please fix all of the bumps and potholes on...
<a href="#">3716</a>	Pot Holes	Open	11/19/2023	11/24/2023	Hernandez,Baldo	por hole on the middle of western st. when...
<a href="#">3734</a>	Pot Holes	Open	11/25/2023	11/30/2023	Hernandez,Baldo	This dip, with water in it after the rain,...
<a href="#">3738</a>	Pot Holes	Open	11/26/2023	12/01/2023	Hernandez,Baldo	frontage and Stewart rd, huge pot hole
<a href="#">3739</a>	Pot Holes	Open	11/27/2023	12/02/2023	Hernandez,Baldo	There appears that work has been done in this...
<a href="#">3740</a>	Pot Holes	Open	11/27/2023	12/02/2023	Hernandez,Baldo	pot holes along Bryan Rd in between 28th and...
<a href="#">3741</a>	Pot Holes	Open	11/28/2023	12/03/2023	Hernandez,Baldo	Pothole is the alleyway that comes out of San...



- 1 1007 Lake View Dr, Mission
- 2 125 San Jacinto St, Mission
- 3 1734 N Bryan Rd, Mission
- 4 2008 N Bryan Rd, Mission
- 5 211 Alma Ave, Mission
- 6 2762-2794 N Bryan Rd, Mission
- 7 811 Brazos Street, Mission
- 8 812 Brazos Street, Mission
- 9 S Stewart Rd, Mission

Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description
<a href="#">3664</a>	Animal Control	Closed	11/01/2023		Lugo ,Yesenia	Dead white kitten on street. please pick up....
<a href="#">3665</a>	Animal Control	Closed	11/01/2023		Lugo ,Yesenia	Loose Dogs! Animal control never picked them...
<a href="#">3666</a>	Animal Control	Closed	11/01/2023		test,User	Wild Dog running around
<a href="#">3671</a>	Animal Control	Closed	11/03/2023		Garza,Griselda Cantu	Testing Again.
<a href="#">3679</a>	Animal Control	Closed	11/06/2023		Lugo ,Yesenia	dogs from 1709 Merlin
<a href="#">3687</a>	Animal Control	Closed	11/08/2023		Lugo ,Yesenia	test test
<a href="#">3688</a>	Animal Control	Closed	11/08/2023		Kotsatos,Steven	TEST
<a href="#">3690</a>	Animal Control	Closed	11/09/2023		Garza,Griselda Cantu	animal control officers are awesome !!
<a href="#">3702</a>	Animal Control	Closed	11/12/2023		Kotsatos,Steven	The Person living at these apartments got 2...
<a href="#">3710</a>	Animal Control	Closed	11/16/2023		Kotsatos,Steven	Dead Cat
<a href="#">3712</a>	Animal Control	Closed	11/16/2023		Kotsatos,Steven	same house 1709 Merlin they don't care
<a href="#">3731</a>	Animal Control	Work Done	11/24/2023	12/09/2023	Kotsatos,Steven	new dogs don't know from where
<a href="#">3743</a>	Animal Control	Work Done	11/28/2023	12/13/2023	Kotsatos,Steven	there are dogs always coming out of a house...
<a href="#">3746</a>	Animal Control	Work Done	11/30/2023	12/15/2023	Kotsatos,Steven	Dead cat in street.



- 1 1011 Adams Street, Mission
- 2 117 E Tom Landry St, Mission
- 3 1602 Magdalena Ave, Mission
- 4 1610 Rankin St, Mission
- 5 1708 Merlin Dr, Mission
- 6 1903 E 21st St, Mission
- 7 1907 E 21st St, Mission
- 8 209 E Tom Landry St
- 9 2808 Estevan Street, Mission
- 10 3200 Crisantema Street, Mission

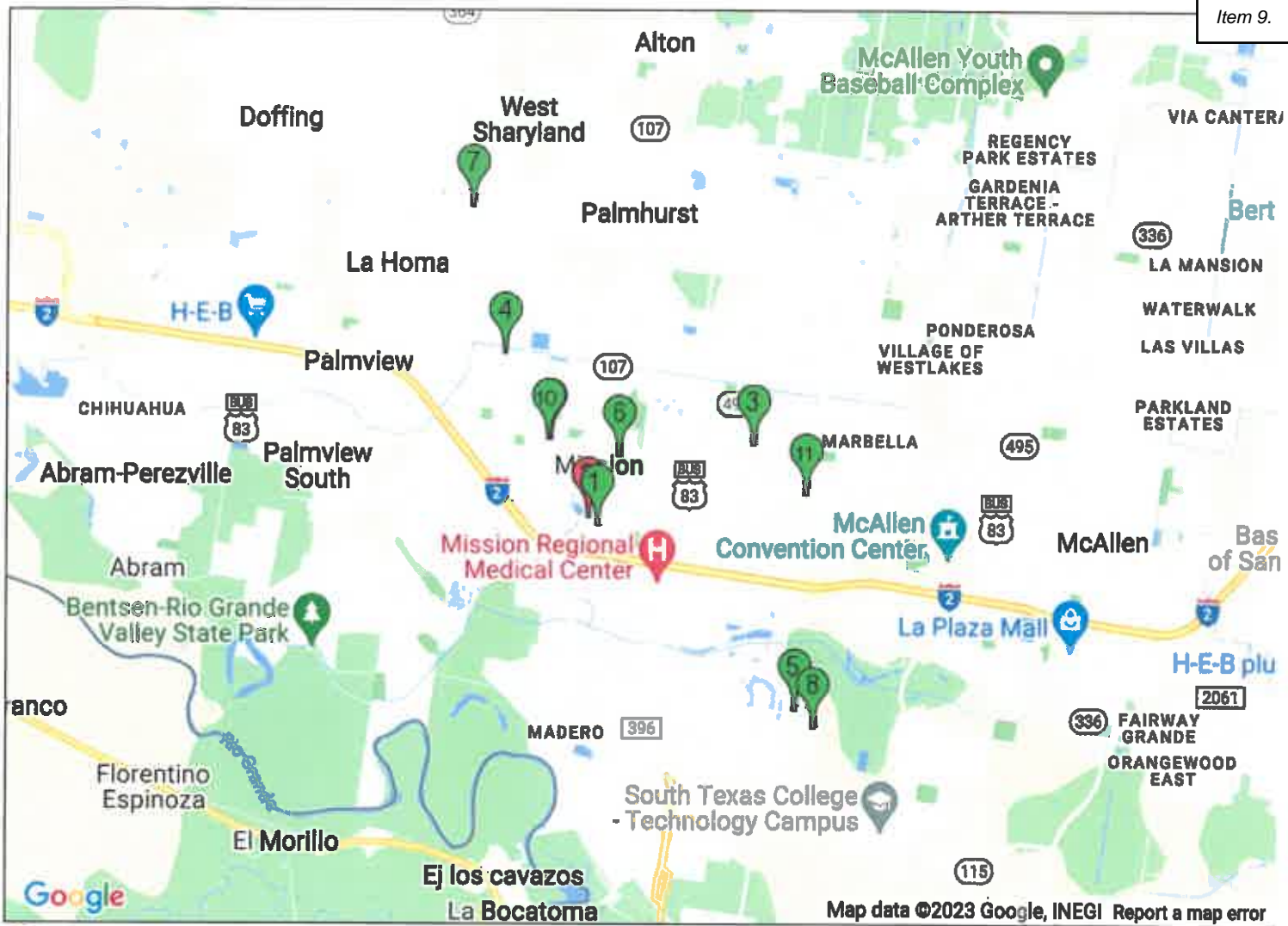


801 E 12th St

Item 9.

Request #	Topic	Status	Date Entered	Expected Close	Assigned To	Description
<a href="#">3667</a>	Street Light	Closed	11/01/2023		acevedo, Yahaira	street light not working.
<a href="#">3672</a>	Street Light	Closed	11/03/2023		acevedo, Yahaira	the light on Shary and old 83 isn't working...
<a href="#">3678</a>	Street Light	Closed	11/06/2023		acevedo, Yahaira	W109 Street light is out
<a href="#">3693</a>	Street Light	Closed	11/09/2023		acevedo, Yahaira	street light is out ( not working)
<a href="#">3706</a>	Street Light	Closed	11/14/2023		acevedo, Yahaira	light not working
<a href="#">3718</a>	Street Light	Closed	11/19/2023		acevedo, Yahaira	Street Light not working - located between...
<a href="#">3719</a>	Street Light	Open	11/19/2023	11/24/2023	acevedo, Yahaira	there are several street lights polls out...
<a href="#">3721</a>	Street Light	Closed	11/19/2023		acevedo, Yahaira	street light is out
<a href="#">3722</a>	Street Light	Closed	11/20/2023		acevedo, Yahaira	Photo attached
<a href="#">3737</a>	Street Light	Closed	11/25/2023		acevedo, Yahaira	one street light very dim and other...
<a href="#">3744</a>	Street Light	Closed	11/29/2023		acevedo, Yahaira	Street Light by this residence is not...





- 1 103 Ebano Avenue, Mission
- 2 105 Texas 107, Mission
- 3 1601-1701 Jonquil Ave, Mission
- 4 2404 Kirk Ave, Mission
- 5 2703 Santa Ana Street, Mission
- 6 400-448 E 12th St, Mission
- 7 4023 Anita St, Mission
- 8 4302 San Efrain Street, Mission
- 9 905 Barnes St, Mission
- 10 907 Barnes St, Mission

**Mission Event Center Event Revenue Ledger**  
10/01/2023 - 10/31/2023

Event - Name	Event Date	Room Rental Charges	Alcoholic Beverage Charges	Other Charges (equipment, PD, catering)	Refundable Damage Deposit	Event GRAND Total	Adjustments and Discounts	Payments Received	Balance Due
City of Mission Duchesses Meeting	10/01/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$350.00)	\$0.00	\$0.00
City of Mission Domestic Violence Awareness	10/03/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,500.00)	\$0.00	\$0.00
TCF Princess Anna Pageant Meeting	10/04/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,850.00)	\$0.00	\$0.00
City of Mission Human Resources Breast Cancer Awareness Luncheon	10/04/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,350.00)	\$0.00	\$0.00
South Texas College Foundation Gala	10/05/2023	\$2,500.00	\$0.00	\$525.00	\$500.00	\$3,525.00	\$0.00	\$1,762.50	\$1,762.50
Philippine-American Chamber Of Commerce	10/06/2023	\$2,500.00	\$0.00	\$1,375.00	\$500.00	\$4,375.00	\$0.00	\$4,375.00	\$0.00
City of Mission Duchesses Pageant	10/07/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,275.00)	\$0.00	\$0.00
Citrus Fiesta Princess Anna Pageant	10/07/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$3,650.00)	\$0.00	\$0.00
Casanovas Birthday Party	10/07/2023	\$1,500.00	\$1,005.00	\$625.00	\$500.00	\$3,630.00	\$0.00	\$3,630.00	\$0.00
Area X FFA Greenhand Camp	10/09/2023	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	(\$1,300.00)	\$2,500.00	\$0.00
TX DECA District 1 Leadership Conference	10/10/2023	\$2,500.00	\$0.00	\$600.00	\$500.00	\$3,600.00	\$0.00	\$3,600.00	\$0.00
Mission Chamber of Commerce Gala	10/11/2023	\$2,000.00	\$1,948.00	\$287.50	\$0.00	\$4,235.50	(\$2,287.50)	\$4,235.50	\$0.00
RGV Diabetes Association Dancing with the Stars	10/13/2023	\$4,000.00	\$0.00	\$625.00	\$500.00	\$5,125.00	\$0.00	\$5,125.00	\$0.00
City of Mission State of the City	10/15/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$5,000.00)	\$0.00	\$0.00
Health Care Summit	10/17/2023	\$2,500.00	\$0.00	\$725.00	\$500.00	\$3,725.00	\$0.00	\$3,725.00	\$0.00
Live 2 Lead Conference	10/19/2023	\$2,000.01	\$0.00	\$0.00	\$0.00	\$2,000.01	(\$4,524.99)	\$2,000.00	\$0.01
National Domestic Violence Awareness Caravan (lineup in parking lot)	10/19/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,500.00)	\$0.00	\$0.00

Gandaria/Hernandez Wedding Reception	10/21/2023	\$1,800.00	\$3,070.00	\$675.00	\$500.00	\$6,045.00	\$0.00	\$6,045.00	\$0.00
Naturalization Ceremony	10/24/2023	\$2,850.00	\$0.00	\$786.00	\$500.00	\$4,136.00	\$0.00	\$4,136.00	\$0.00
Veterans Claims Summit	10/27/2023	\$0.00	\$0.00	\$500.00		\$500.00	\$0.00	\$0.00	\$500.00
Garcia/Diaz Wedding	10/28/2023	\$2,850.00	\$1,746.00	\$675.00	\$500.00	\$5,771.00	\$0.00	\$4,421.00	\$1,350.00
City of Mission Community Event "Halloween"	10/30/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,500.00)	\$0.00	\$0.00
Region One Purchasing Cooperative Expo Show	10/31/2023	\$2,500.00	\$0.00	\$600.00	\$0.00	\$3,100.00	\$0.00	\$0.00	\$3,100.00
<b>TOTAL</b>		<b>\$32,000.01</b>	<b>\$7,769.00</b>	<b>\$7,998.50</b>	<b>\$4,500.00</b>	<b>\$52,267.51</b>	<b>(\$29,087.49)</b>	<b>\$45,555.00</b>	<b>\$6,712.51</b>





## *Our Client's Comments...*

**Region One Purchasing Coop Expo    October 31, 2023**

**Good morning, MEC Team,  
Thank you for your email. Our department staff, cooperative team, ROPC members, and vendors were very satisfied with the venue we chose for the ROPC Product Show on November 1. I believe we are already making "save the date" plans for next year in December. We loved how all MEC staff was so attentive to the last-minute requests needed by our team or the vendors. Jerry was great at providing AV technical assistance through the event as well. We appreciate it.  
Your hard work and dedication do not go unnoticed. We will be recommending the MEC facilities to others and look forward to collaborating with you in future events. Have a great day!**

**Erika R. Leal, MEd  
Specialist -Cooperative Purchasing  
Division of Business Operations and Finance Support  
Region One Education Service Center**

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*Capture the  
Moment!*  
**MISSION**  
EVENT CENTER

**Mission Event Center Event Revenue Ledger**  
11/01/2023 - 11/30/2023

Event - Name	Event Date	Room Rental Charges	Alcoholic Beverage Charges	Other charges (equipment, PD, catering)	Refundable Damage Deposit	Event GRAND Total	Adjustments and Discounts	Payments Received	Balance Due
Region One Purchasing Cooperative Expo Show (event held Oct. 31 & Nov. 1)	10/31/2023	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00
City of Mission Human Resources "Veterans Appreciation Luncheon"	11/02/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,350.00)	\$0.00	\$0.00
Christian Conference - Juan de la Garza	11/02/2023	\$1,125.00	\$0.00	\$612.50		\$1,737.50	(\$1,737.50)	\$1,737.50	\$0.00
City of Mission Entry Level Police Exam	11/03/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,350.00)	\$0.00	\$0.00
ACCES Esperanza Clinic	11/04/2023	\$2,500.00	\$5,071.00	\$1,225.00	\$500.00	\$9,296.00	\$0.00	\$9,296.00	\$0.00
U.S. Border Patrol/ Changing of Command Ceremony	11/06/2023	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	(\$1,000.00)	\$500.00	\$0.00
Capable Kids	11/07/2023	\$200.00	\$3,766.00	\$550.00	\$500.00	\$5,016.00	(\$4,175.00)	\$5,016.00	\$0.00
Region One Education Center Literacy Festival	11/09/2023	\$3,800.00	\$0.00	\$725.00	\$0.00	\$4,525.00	\$0.00	\$4,525.00	\$0.00
THE VIDA CONFERENCE	11/10/2023	\$3,800.00	\$0.00	\$725.00	\$500.00	\$5,025.00	\$0.00	\$5,025.00	\$0.00
Friends for Hope Gala	11/11/2023	\$2,501.00	\$14,153.00	\$0.00	\$0.00	\$16,654.00	(\$3,849.00)	\$16,654.00	\$0.00
City of Mission Employee Appreciation Luncheon	11/14/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Maac Event Creations XV	11/15/2023	\$7,000.00	\$5,981.00	\$1,025.00	\$500.00	\$14,506.00	\$0.00	\$14,506.00	\$0.00
RGV HR Consortium Supervisor Training	11/28/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$4,850.00)	\$0.00	\$0.00
Campaign Kick-Off - Ramon Segovia	11/29/2023	\$2,100.00	\$1,725.00	\$625.00	\$500.00	\$4,950.00	\$0.00	\$4,950.00	\$0.00
<b>TOTAL</b>		<b>\$25,026.00</b>	<b>\$30,696.00</b>	<b>\$5,487.50</b>	<b>\$2,500.00</b>	<b>\$63,709.50</b>	<b>(\$18,311.50)</b>	<b>\$63,709.50</b>	<b>\$0.00</b>



# Our Client's Comments...

November 1, 2024 Region One Purchasing Coop Expo Show

Good morning, MEC Team,  
Thank you for your email. Our department staff, cooperative team, ROPC members, and vendors were very satisfied with the venue we chose for the ROPC Product Show on November 1. I believe we are already making "save the date" plans for next year in December. We loved how all MEC staff was so attentive to the last-minute requests needed by our team or the vendors. Jerry was great at providing AV technical assistance through the event as well. We appreciate it.  
Your hard work and dedication do not go unnoticed. We will be recommending the MEC facilities to others and look forward to collaborating with you in future events.  
Have a great day!

Erika R. Leal, MEd  
Specialist -Cooperative Purchasing  
Division of Business Operations and Finance Support  
Region One Education Service Center



November 9, 2024 Region One Education Center Literacy Festival

Good afternoon Ms. Lerrina,  
I wanted to extend my sincere gratitude for the exceptional service we experienced during our recent event at Mission Event Center. Your team's attention to detail, professionalism, and commitment to ensuring the success of our event were truly outstanding.  
From the initial planning stages to the execution on the day of the event, every aspect was handled with precision and a positive attitude. The venue itself was immaculate, and your staff went above and beyond to accommodate our needs and ensure a seamless experience for our guests.  
It is evident that Mission Event Center takes pride in delivering top-notch service, and we were delighted to have chosen your venue for our event. Please convey our appreciation to the entire team involved.  
We look forward to the opportunity to work with Mission Event Center again in the future and will certainly recommend your services to others.  
Thank you once again for making our event a resounding success.

Sylvia E. Vargas, M.Ed  
Education Specialist  
Office of College, Career, and Life Readiness  
Region One Education Service Center



# *Our Client's Comments...*

**November 2 & 3, 2023 Christian Conference**

**Good morning Alda,**

**Just a little note to say thank you for all your services. Since day one you were very helpful in making sure that the place and space was what we needed. You walked us through every step and provided great staff to assist us every step of the way. I can't say enough. Great service, great people, and an excellent place to have events like the one you hosted for us.**

**Thank you,  
Pastor Juan de la Garza**

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**November 28 & 29, 2023 RGV HR Consortium**

**Maintenance staff was always readily available to assist and very courteous. I appreciated their assistance without hesitation, especially when they saw that I could not push the Paleta cart in myself; they jumped in and offered their help immediately.**

**Lizette Gomez  
Assistant Director of Human Resources  
City of Edinburg**

**It was beautiful, clean and very inviting.  
The service was great.**

**Elizabeth Soto  
Harlingen Water Works**

**Hello Noemi,**

**The overall service was outstanding!! The two maintenance staff members that were there that day were so helpful. I called on them several times for extra chairs, coffee, etc. and they were always readily available with a smile. Great customer service.**

**The center itself was clean and very inviting. The Christmas tree is beautiful by the way.**

**Thank you so much,**

**Wendy A. Saldana  
Human Resources Manager  
City of South Padre**



*Capture the  
Moment!*  
**MISSION**  
EVENT CENTER



# MISSION FIRE DEPARTMENT

## MONTHLY REPORTS

OCTOBER 2023



**“Dedicated to the Community we Protect... and Serve”**



# Mission Fire Department



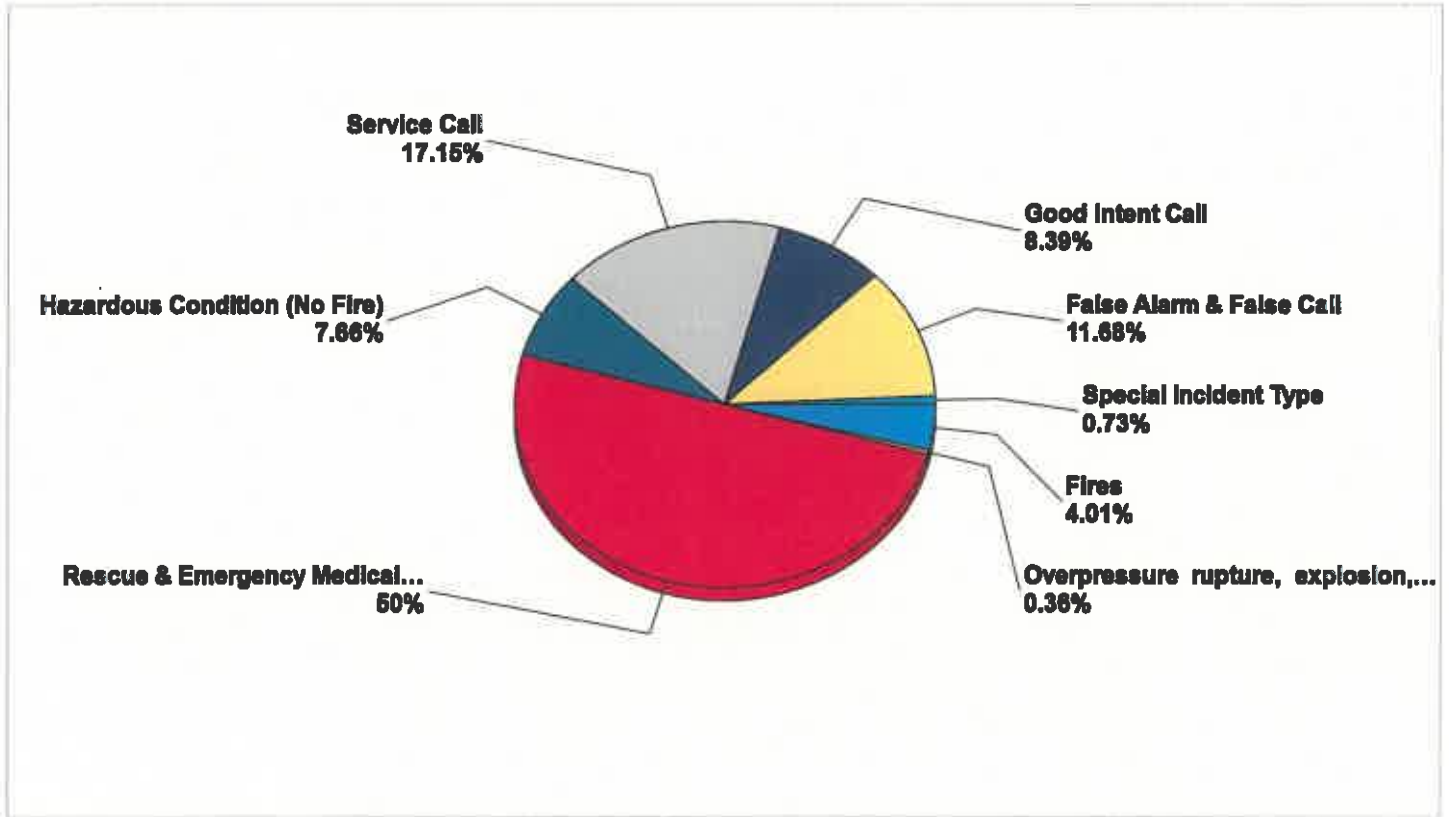
Item 9.

Mission, TX

This report was generated on 11/13/2023 1:38:26 PM

## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 10/01/2023 | End Date: 10/31/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	11	4.01%
Overpressure rupture, explosion, overheating - no fire	1	0.36%
Rescue & Emergency Medical Service	137	50%
Hazardous Condition (No Fire)	21	7.86%
Service Call	47	17.15%
Good Intent Call	23	8.39%
False Alarm & False Call	32	11.68%
Special Incident Type	2	0.73%
<b>TOTAL</b>	<b>274</b>	<b>100%</b>

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



### Detailed Breakdown by Incident Type

Item 9.

INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	1	0.36%
111 - Building fire	1	0.36%
113 - Cooking fire, confined to container	2	0.73%
118 - Trash or rubbish fire, contained	1	0.36%
131 - Passenger vehicle fire	4	1.46%
151 - Outside rubbish, trash or waste fire	2	0.73%
251 - Excessive heat, scorch burns with no ignition	1	0.36%
311 - Medical assist, assist EMS crew	7	2.55%
320 - Emergency medical service, other	3	1.09%
321 - EMS call, excluding vehicle accident with injury	98	35.77%
322 - Motor vehicle accident with injuries	12	4.38%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.36%
324 - Motor vehicle accident with no injuries.	12	4.38%
331 - Lock-In (if lock out , use 511 )	4	1.46%
411 - Gasoline or other flammable liquid spill	1	0.36%
412 - Gas leak (natural gas or LPG)	3	1.09%
440 - Electrical wiring/equipment problem, other	4	1.46%
444 - Power line down	2	0.73%
445 - Arcing, shorted electrical equipment	11	4.01%
500 - Service Call, other	5	1.82%
510 - Person in distress, other	1	0.36%
511 - Lock-out	4	1.46%
512 - Ring or jewelry removal	1	0.36%
520 - Water problem, other	1	0.36%
541 - Animal problem	1	0.36%
542 - Animal rescue	1	0.36%
550 - Public service assistance, other	1	0.36%
551 - Assist police or other governmental agency	2	0.73%
553 - Public service	7	2.55%
554 - Asslt Invalid	17	6.2%
581 - Unauthorized burning	6	2.19%
600 - Good Intent call, other	2	0.73%
611 - Dispatched & cancelled en route	6	2.19%
622 - No incident found on arrival at dispatch address	6	2.19%
651 - Smoke scare, odor of smoke	7	2.55%
652 - Steam, vapor, fog or dust thought to be smoke	1	0.36%
671 - HazMat release investigation w/no HazMat	1	0.36%
730 - System malfunction, other	1	0.36%
733 - Smoke detector activation due to malfunction	3	1.09%
735 - Alarm system sounded due to malfunction	1	0.36%
740 - Unintentional transmission of alarm, other	3	1.09%
743 - Smoke detector activation, no fire - unintentional	10	3.65%
744 - Detector activation, no fire - unintentional	2	0.73%
745 - Alarm system activation, no fire - unintentional	11	4.01%
746 - Carbon monoxide detector activation, no CO	1	0.36%
911 - Citizen complaint	2	0.73%
<b>TOTAL INCIDENTS:</b>	<b>274</b>	<b>100%</b>

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

# Mission Fire Department

Mission, TX

This report was generated on 11/13/2023 1:39:28 PM



Item 9.

## Incident Statistics with Alarm to Arrival

Start Date: 10/01/2023 | End Date: 10/31/2023

INCIDENT COUNT	
INCIDENT TYPE	# INCIDENTS
EMS	137
FIRE	137
<b>TOTAL</b>	<b>274</b>

TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
<b>TOTAL</b>			

PRE-INCIDENT VALUE	LOSSES
\$0.00	\$0.00

CO CHECKS	
746 - Carbon monoxide detector activation, no CO	1
<b>TOTAL</b>	<b>1</b>

MUTUAL AID	
Aid Type	Total
Aid Given	2

OVERLAPPING CALLS	
# OVERLAPPING	% OVERLAPPING
105	38.32

LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station	EMS	FIRE
Central	0:06:50	0:06:59
Station 2	0:05:45	0:08:18
Station 3	0:05:33	0:07:04
Station 4	0:06:31	0:07:37
Station 5	0:08:43	0:09:22
	<b>AVERAGE FOR ALL CALLS</b>	<b>0:07:09</b>

LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Alarm to Arrival)		
Station	EMS	FIRE
Central	0:06:59	0:07:01
Station 2	0:05:45	0:08:33
Station 3	0:05:33	0:07:51
Station 4	0:06:46	0:07:52
Station 5	0:08:43	0:09:42

Custom Report. Only Reviewed Incidents Included. CO Checks only includes Incident Types: 424, 736 and 734. # ApparatusTransports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. #Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMESIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.



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Doc Id: 1825  
Page # 1 of 2

**AVERAGE FOR ALL CALLS**

**0:07:21**

Item 9.

**LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)**

Station	EMS	FIRE
Central	0:01:20	0:01:38
Station 2	0:01:12	0:02:06
Station 3	0:00:54	0:01:28
Station 4	0:01:23	0:01:07
Station 5	0:01:10	0:01:07

**AVERAGE FOR ALL CALLS**

**0:01:20**

**AGENCY**

**AVERAGE TIME ON SCENE (MM:SS)**

Mission Fire Department

15:48

Custom Report. Only Reviewed Incidents Included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. #Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.





# Mission Fire Department

Mission, TX

This report was generated on 11/13/2023 1:40:15 PM



Item 9.

## Incident Type Count per Station for Date Range

Start Date: 10/01/2023 | End Date: 10/31/2023

INCIDENT TYPE	# INCIDENTS
<b>Station: 1 - CENTRAL</b>	
113 - Cooking fire, confined to container	1
131 - Passenger vehicle fire	1
311 - Medical assist, assist EMS crew	2
320 - Emergency medical service, other	1
321 - EMS call, excluding vehicle accident with injury	76
322 - Motor vehicle accident with injuries	6
323 - Motor vehicle/pedestrian accident (MV Ped)	1
324 - Motor vehicle accident with no injuries.	4
331 - Lock-In (if lock out , use 511 )	1
440 - Electrical wiring/equipment problem, other	3
445 - Arcing, shorted electrical equipment	4
500 - Service Call, other	5
511 - Lock-out	2
550 - Public service assistance, other	1
551 - Asslet police or other governmental agency	1
553 - Public service	2
554 - Asslet Invalld	4
561 - Unauthorized burning	1
600 - Good Intent call, other	1
611 - Dispatched & cancelled en route	3
740 - Unintentional transmission of alarm, other	2
743 - Smoke detector activation, no fire - unintentional	5
744 - Detector activation, no fire - unintentional	1
745 - Alarm system activation, no fire - unintentional	3
<b># Incidents for 1 - Central:</b>	<b>131</b>

<b>Station: 2 - STATION 2</b>	
131 - Passenger vehicle fire	1
151 - Outside rubbish, trash or waste fire	1
251 - Excessive heat, scorch burns with no igniton	1
311 - Medical assist, assist EMS crew	3
320 - Emergency medical service, other	1
321 - EMS call, excluding vehicle accident with injury	9
322 - Motor vehicle accident with injuries	3
324 - Motor vehicle accident with no injuries.	1
331 - Lock-In (if lock out , use 511 )	1

Only REVIEWED incidents included.



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 Doc Id: 857  
 Page # 1 of 3

INCIDENT TYPE	# INCIDENTS
412 - Gas leak (natural gas or LPG)	1
440 - Electrical wiring/equipment problem, other	1
445 - Arcing, shorted electrical equipment	2
512 - Ring or jewelry removal	1
520 - Water problem, other	1
553 - Public service	3
554 - Assist invalid	1
561 - Unauthorized burning	1
611 - Dispatched & cancelled en route	1
622 - No incident found on arrival at dispatch address	3
651 - Smoke scare, odor of smoke	2
733 - Smoke detector activation due to malfunction	1
735 - Alarm system sounded due to malfunction	1
743 - Smoke detector activation, no fire - unintentional	1
745 - Alarm system activation, no fire - unintentional	2
911 - Citizen complaint	1

Item 9.

**# Incidents for 2 - Station 2: 44**

**Station: 3 - STATION 3**

151 - Outside rubbish, trash or waste fire	1
321 - EMS call, excluding vehicle accident with injury	5
322 - Motor vehicle accident with injuries	1
324 - Motor vehicle accident with no injuries.	3
331 - Lock-In (if lock out , use 511 )	2
411 - Gasoline or other flammable liquid spill	1
412 - Gas leak (natural gas or LPG)	2
445 - Arcing, shorted electrical equipment	4
554 - Assist invalid	9
561 - Unauthorized burning	1
611 - Dispatched & cancelled en route	1
622 - No incident found on arrival at dispatch address	2
651 - Smoke scare, odor of smoke	3
652 - Steam, vapor, fog or dust thought to be smoke	1
733 - Smoke detector activation due to malfunction	1
743 - Smoke detector activation, no fire - unintentional	1
744 - Detector activation, no fire - unintentional	1
745 - Alarm system activation, no fire - unintentional	2

**# Incidents for 3 - Station 3: 41**

**Station: 4 - STATION 4**

111 - Building fire	1
113 - Cooking fire, confined to container	1
311 - Medical assist, assist EMS crew	2
320 - Emergency medical service, other	1

Only REVIEWED incidents included.



INCIDENT TYPE	# INCIDENTS
321 - EMS call, excluding vehicle accident with injury	3
322 - Motor vehicle accident with injuries	2
324 - Motor vehicle accident with no injuries.	3
444 - Power line down	2
445 - Arcing, shorted electrical equipment	1
511 - Lock-out	1
541 - Animal problem	1
542 - Animal rescue	1
551 - Assist police or other governmental agency	1
553 - Public service	1
554 - Assist Invalld	2
561 - Unauthorized burning	2
600 - Good Intent call, other	1
611 - Dispatched & cancelled en route	1
740 - Unintentional transmission of alarm, other	1
743 - Smoke detector activation, no fire - unintentional	2
745 - Alarm system activation, no fire - unintentional	1
911 - Citizen complaint	1

Item 9.

**# Incidents for 4 - Station 4: 32**

Station: 5 - STATION 5	
100 - Fire, other	1
118 - Trash or rubbish fire, contained	1
131 - Passenger vehicle fire	2
321 - EMS call, excluding vehicle accident with injury	5
324 - Motor vehicle accident with no injuries.	1
510 - Person in distress, other	1
511 - Lock-out	1
553 - Public service	1
554 - Assist Invalid	1
561 - Unauthorized burning	1
622 - No incident found on arrival at dispatch address	1
651 - Smoke scare, odor of smoke	2
671 - HazMat release investigation w/no HazMat	1
730 - System malfunction, other	1
733 - Smoke detector activation due to malfunction	1
743 - Smoke detector activation, no fire - unintentional	1
745 - Alarm system activation, no fire - unintentional	3
746 - Carbon monoxide detector activation, no CO	1

**# Incidents for 5 - Station 5: 26**

Only REVIEWED incidents included.

# Mission Fire Department



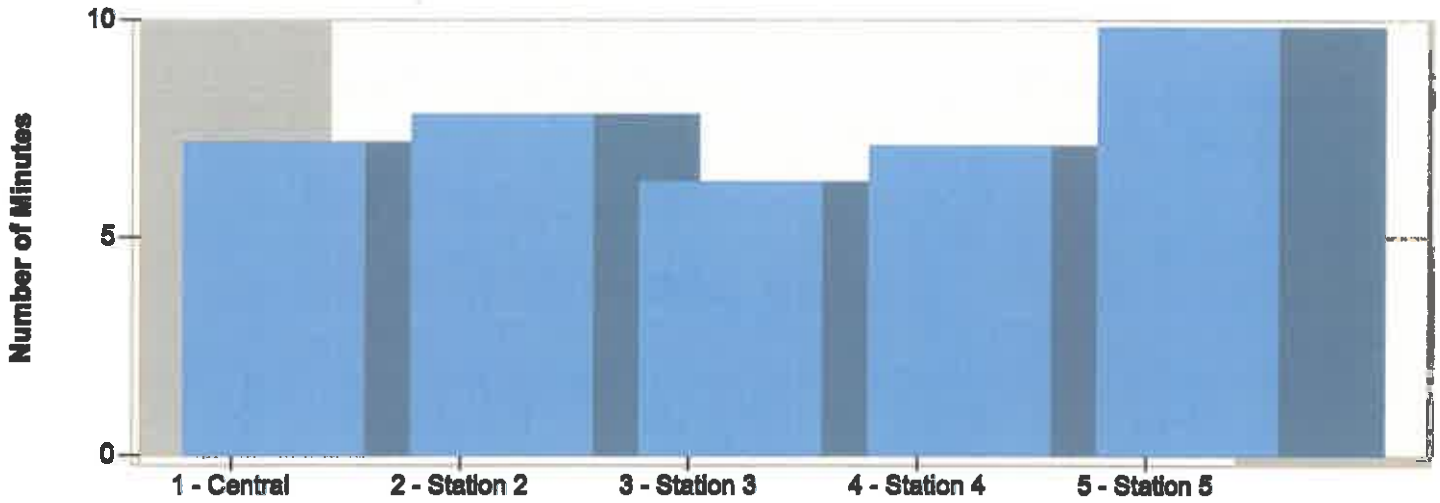
Item 9.

Mission, TX

This report was generated on 11/13/2023 1:40:58 PM

## Average Response Time per Station for Date Range

Start Date: 10/01/2023 | End Date: 10/31/2023



STATION	AVERAGE RESPONSE MM:SS (Dispatch to Arrived)
1 - Central	7:12
2 - Station 2	7:51
3 - Station 3	6:18
4 - Station 4	7:08
5 - Station 5	9:50

AVERAGE RESPONSE TIME calculated from the average time difference between DISPATCH and ARRIVED times on Basic Info 4. Only REVIEWED Incidents Included.





# Mission Fire Department

Mission, TX

This report was generated on 11/13/2023 1:41:25 PM



Item 9.

## Count of Overlapping Incidents for Date Range

Start Date: 10/01/2023 | End Date: 10/31/2023

# OVERLAPPING	% OVERLAPPING	TOTAL
105	38.32	274

OVERLAPPING INCIDENT DETAILS					
ALARM	CLEAR/CANCEL	INCIDENT #	INCIDENT TYPE	STATION	ZONE
<b>10/1/2023</b>					
10/1/2023 12:29:00 AM	10/1/2023 12:53:00 AM	2023-3199	321	Station 4	
10/1/2023 12:48:00 AM	10/1/2023 12:59:00 AM	2023-3200	651	Station 3	
<b>10/2/2023</b>					
10/2/2023 11:59:00 AM	10/2/2023 12:19:00 PM	2023-3209	321	Station 2	
10/2/2023 12:09:00 PM	10/2/2023 12:27:00 PM	2023-3210	542	Station 4	
10/2/2023 3:37:00 PM	10/2/2023 3:53:00 PM	2023-3212	321	Central	
10/2/2023 3:39:00 PM	10/2/2023 3:59:00 PM	2023-3213	321	Station 2	
10/2/2023 4:47:00 PM	10/2/2023 5:43:00 PM	2023-3214	600	Central	
10/2/2023 5:09:00 PM	10/2/2023 7:28:00 PM	2023-3215	412	Station 3	
<b>10/4/2023</b>					
10/4/2023 5:16:00 PM	10/4/2023 5:40:00 PM	2023-3229	321	Central	
10/4/2023 5:18:00 PM	10/4/2023 5:44:00 PM	2023-3230	321	Central	
10/4/2023 5:48:00 PM	10/4/2023 6:10:00 PM	2023-3231	321	Station 5	
10/4/2023 6:03:00 PM	10/4/2023 6:21:00 PM	2023-3232	321	Central	
<b>10/5/2023</b>					
10/5/2023 3:11:00 PM	10/5/2023 4:16:00 PM	2023-3239	151	Station 2	
10/5/2023 3:16:00 PM	10/5/2023 3:28:00 PM	2023-3240	445	Station 3	
10/5/2023 3:37:00 PM	10/5/2023 3:54:00 PM	2023-3241	445	Central	
10/5/2023 4:06:00 PM	10/5/2023 4:33:00 PM	2023-3242	322	Central	
10/5/2023 4:21:00 PM	10/5/2023 4:55:00 PM	2023-3243	321	Station 3	
10/5/2023 4:34:00 PM	10/5/2023 4:52:00 PM	2023-3244	444	Station 4	
<b>10/6/2023</b>					
10/6/2023 1:19:00 PM	10/6/2023 1:41:00 PM	2023-3249	321	Central	
10/6/2023 1:26:00 PM	10/6/2023 1:33:00 PM	2023-3250	331	Station 3	
10/6/2023 8:11:00 PM	10/6/2023 8:50:00 PM	2023-3256	745	Station 3	
10/6/2023 8:48:00 PM	10/6/2023 8:58:00 PM	2023-3257	561	Central	
<b>10/7/2023</b>					
10/7/2023 4:58:00 PM	10/7/2023 5:24:00 PM	2023-3262	445	Station 4	
10/7/2023 5:00:00 PM	10/7/2023 5:14:00 PM	2023-3263	554	Station 3	
10/7/2023 8:10:00 PM	10/7/2023 8:28:00 PM	2023-3264	745	Station 3	
10/7/2023 8:14:00 PM	10/7/2023 8:27:00 PM	2023-3265	554	Central	

Percentage of incidents overlapping from total incidents in month, year. Compared incident time range as either Alarm to Cancel or Alarm to Clear for incidents that have either Cancel or Clear time recorded. Reviewed calls only. Group by date. Displays date, incident number, incident type (numeric only), zone, and station.



**OVERLAPPING INCIDENT DETAILS**

Item 9.

ALARM	CLEAR/CANCEL	INCIDENT #	INCIDENT TYPE	STATION	ZON
<b>10/8/2023</b>					
10/8/2023 4:05:00 PM	10/8/2023 4:35:00 PM	2023-3268	131	Station 5	
10/8/2023 4:13:00 PM	10/8/2023 4:33:00 PM	2023-3269	324	Station 3	
10/8/2023 11:06:00 PM	10/8/2023 11:24:00 PM	2023-3272	321	Central	
10/8/2023 11:21:00 PM	10/8/2023 11:51:00 PM	2023-3273	311	Station 4	
10/8/2023 11:30:00 PM	10/8/2023 11:45:00 PM	2023-3274	743	Central	
<b>10/9/2023</b>					
10/9/2023 1:41:00 PM	10/9/2023 1:54:00 PM	2023-3278	321	Station 2	
10/9/2023 1:48:00 PM	10/9/2023 2:08:00 PM	2023-3279	321	Station 5	
<b>10/10/2023</b>					
10/10/2023 9:06:00 PM	10/10/2023 9:48:00 PM	2023-3286	322	Station 4	
10/10/2023 9:40:00 PM	10/10/2023 10:02:00 PM	2023-3287	321	Central	
<b>10/11/2023</b>					
10/11/2023 6:25:00 AM	10/11/2023 6:49:00 AM	2023-3290	554	Station 4	
10/11/2023 6:36:00 AM	10/11/2023 7:26:00 AM	2023-3291	445	Station 3	
<b>10/12/2023</b>					
10/12/2023 5:18:00 PM	10/12/2023 5:51:00 PM	2023-3299	321	Central	
10/12/2023 5:41:00 PM	10/12/2023 6:04:00 PM	2023-3300	500	Central	
<b>10/13/2023</b>					
10/13/2023 10:04:00 AM	10/13/2023 10:27:00 AM	2023-3303	321	Central	
10/13/2023 10:08:00 AM	10/13/2023 10:34:00 AM	2023-3304	321	Central	District 2
10/13/2023 10:14:00 AM	10/13/2023 10:26:00 AM	2023-3305	321	Station 2	
<b>10/14/2023</b>					
10/14/2023 9:07:00 AM	10/14/2023 9:51:00 AM	2023-3313	322	Station 2	
10/14/2023 9:43:00 AM	10/14/2023 10:10:00 AM	2023-3314	445	Central	
10/14/2023 8:36:00 PM	10/14/2023 8:53:00 PM	2023-3318	554	Central	
10/14/2023 8:41:00 PM	10/14/2023 9:02:00 PM	2023-3319	321	Central	
<b>10/15/2023</b>					
10/15/2023 2:07:00 PM	10/15/2023 2:31:00 PM	2023-3321	561	Station 5	
10/15/2023 2:08:00 PM	10/15/2023 2:16:00 PM	2023-3322	553	Station 2	District 2
<b>10/17/2023</b>					
10/17/2023 3:45:00 AM	10/17/2023 4:21:00 AM	2023-3335	321	Central	
10/17/2023 4:02:00 AM	10/17/2023 4:41:00 AM	2023-3336	321	Central	
<b>10/18/2023</b>					
10/18/2023 9:17:00 AM	10/18/2023 9:37:00 AM	2023-3342	622	Station 5	
10/18/2023 9:20:00 AM	10/18/2023 9:35:00 AM	2023-3343	622	Station 2	
10/18/2023 10:05:00 AM	10/18/2023 11:55:00 AM	2023-3344	611	Station 4	
10/18/2023 10:05:00 AM	10/18/2023 12:10:00 PM	2023-3346	561	Station 2	
10/18/2023 10:24:00 AM	10/18/2023 10:52:00 AM	2023-3345	118	Station 5	
10/18/2023 12:03:00 PM	10/18/2023 12:27:00 PM	2023-3347	744	Central	
10/18/2023 6:26:00 PM	10/18/2023 6:42:00 PM	2023-3350	311	Station 2	
10/18/2023 6:29:00 PM	10/18/2023 7:04:00 PM	2023-3351	322	Central	

Percentage of incidents overlapping from total incidents in month, year. Compared incident time range as either Alarm to Cancel or Alarm to Clear for incidents that have either Cancel or Clear time recorded. Reviewed calls only. Group by date. Displays date, incident number, incident type (numeric only), zone, and station.



**OVERLAPPING INCIDENT DETAILS**

Item 9.

ALARM	CLEAR/CANCEL	INCIDENT #	INCIDENT TYPE	STATION	ZON
<b>10/19/2023</b>					
10/19/2023 2:09:00 PM	10/19/2023 2:34:00 PM	2023-3361	321	Central	
10/19/2023 2:12:00 PM	10/19/2023 2:43:00 PM	2023-3362	743	Station 4	
10/19/2023 6:30:00 PM	10/19/2023 6:51:00 PM	2023-3363	321	Central	
10/19/2023 6:50:00 PM	10/19/2023 7:22:00 PM	2023-3364	321	Station 2	
10/19/2023 7:01:00 PM	10/19/2023 7:32:00 PM	2023-3365	320	Station 2	District 2
<b>10/20/2023</b>					
10/20/2023 11:49:00 AM	10/20/2023 12:12:00 PM	2023-3369	745	Station 2	
10/20/2023 12:08:00 PM	10/20/2023 12:26:00 PM	2023-3370	321	Central	
10/20/2023 12:19:00 PM	10/20/2023 12:33:00 PM	2023-3371	311	Central	Central District
<b>10/21/2023</b>					
10/21/2023 7:40:00 PM	10/21/2023 8:21:00 PM	2023-3379	321	Central	
10/21/2023 7:48:00 PM	10/21/2023 8:18:00 PM	2023-3380	321	Central	
<b>10/22/2023</b>					
10/22/2023 3:50:00 PM	10/22/2023 4:05:00 PM	2023-3384	511	Central	
10/22/2023 4:01:00 PM	10/22/2023 4:21:00 PM	2023-3385	321	Central	
10/22/2023 8:47:00 PM	10/22/2023 9:09:00 PM	2023-3386	311	Station 2	District 2
10/22/2023 9:00:00 PM	10/22/2023 9:23:00 PM	2023-3387	321	Central	
<b>10/23/2023</b>					
10/23/2023 4:31:00 PM	10/23/2023 5:50:00 PM	2023-3392	551	Station 4	
10/23/2023 4:38:00 PM	10/23/2023 5:02:00 PM	2023-3393	744	Station 3	
<b>10/25/2023</b>					
10/25/2023 12:04:00 PM	10/25/2023 12:19:00 PM	2023-3403	331	Station 3	
10/25/2023 12:08:00 PM	10/25/2023 12:13:00 PM	2023-3404	745	Station 2	
10/25/2023 8:36:00 PM	10/25/2023 9:08:00 PM	2023-3409	321	Central	
10/25/2023 8:38:00 PM	10/25/2023 9:14:00 PM	2023-3410	321	Central	
<b>10/26/2023</b>					
10/26/2023 6:49:00 AM	10/26/2023 7:18:00 AM	2023-3411	746	Station 5	
10/26/2023 7:17:00 AM	10/26/2023 7:30:00 AM	2023-3412	321	Central	
10/26/2023 7:25:00 AM	10/26/2023 7:37:00 AM	2023-3413	622	Station 3	
10/26/2023 9:42:00 PM	10/26/2023 10:03:00 PM	2023-3423	321	Central	
10/26/2023 10:03:00 PM	10/26/2023 10:15:00 PM	2023-3424	651	Station 3	
<b>10/27/2023</b>					
10/27/2023 12:00:00 AM	10/27/2023 12:41:00 AM	2023-3425	740	Central	
10/27/2023 12:38:00 AM	10/27/2023 1:12:00 AM	2023-3426	735	Station 2	District 2
10/27/2023 1:06:53 AM	10/27/2023 1:19:00 AM	2023-3427	511	Station 5	
10/27/2023 11:56:00 AM	10/27/2023 12:29:00 PM	2023-3429	651	Station 5	
10/27/2023 12:08:00 PM	10/27/2023 12:56:00 PM	2023-3430	550	Central	
<b>10/28/2023</b>					
10/28/2023 12:09:00 PM	10/28/2023 12:35:00 PM	2023-3439	320	Central	
10/28/2023 12:31:00 PM	10/28/2023 12:54:00 PM	2023-3440	500	Central	
10/28/2023 2:04:00 PM	10/28/2023 2:31:00 PM	2023-3442	321	Central	

Percentage of incidents overlapping from total incidents in month, year. Compared incident time range as either Alarm to Cancel or Alarm to Clear for incidents that have either Cancel or Clear time recorded. Reviewed calls only. Group by date. Displays date, incident number, incident type (numeric only), zone, and station.



**OVERLAPPING INCIDENT DETAILS**

Item 9.

ALARM	CLEAR/CANCEL	INCIDENT #	INCIDENT TYPE	STATION	ZONE
10/28/2023 2:15:00 PM	10/28/2023 2:41:00 PM	2023-3443	311	Station 2	District 2
<b>10/29/2023</b>					
10/29/2023 12:51:00 PM	10/29/2023 1:11:00 PM	2023-3449	321	Central	
10/29/2023 12:52:00 PM	10/29/2023 1:17:00 PM	2023-3450	321	Central	District 3
<b>10/30/2023</b>					
10/30/2023 7:19:00 AM	10/30/2023 8:23:00 AM	2023-3456	321	Station 4	
10/30/2023 8:12:00 AM	10/30/2023 8:21:00 AM	2023-3457	611	Central	
<b>10/31/2023</b>					
10/31/2023 8:58:00 AM	10/31/2023 9:19:00 AM	2023-3462	321	Central	
10/31/2023 9:11:00 AM	10/31/2023 9:47:00 AM	2023-3463	324	Central	
10/31/2023 9:23:00 AM	10/31/2023 9:41:00 AM	2023-3464	412	Station 3	
10/31/2023 4:42:00 PM	10/31/2023 5:04:00 PM	2023-3468	321	Central	
10/31/2023 4:44:00 PM	10/31/2023 5:06:00 PM	2023-3469	321	Central	
10/31/2023 7:22:00 PM	10/31/2023 8:03:00 PM	2023-3470	324	Station 3	
10/31/2023 7:46:00 PM	10/31/2023 7:59:00 PM	2023-3471	324	Central	
10/31/2023 9:44:00 PM	10/31/2023 10:15:00 PM	2023-3472	322	Station 2	
10/31/2023 9:55:00 PM	10/31/2023 10:09:00 PM	2023-3473	600	Station 4	

Percentage of incidents overlapping from total incidents in month, year. Compared incident time range as either Alarm to Cancel or Alarm to Clear for incidents that have either Cancel or Clear time recorded. Reviewed calls only. Group by date. Displays date, incident number, incident type (numeric only), zone, and station.



# Mission Fire Department

## Career Development Division

*Monthly Report for October 2023*

**To:** Adrian Garcia, Fire Chief

**From:** Richard A. Cruz, Deputy Chief

**Re:** Career Development Division Report for October 2023

Our current online training platform was recently acquired by another company. We spent this month transitioning from our old platform to our new one. Employees were able to save all their data and certificates from the old software. They were assigned new login information and set up their new accounts on the new platform.

EMS training has been our top priority this month. We have been training around the clock to keep our skills sharp. We have been utilizing our newly purchased training equipment to be able to perform hands-on skills and train.

This month, three of our staff members who are already Emergency Medical Technicians at the Basic level, started a six-month Paramedic course that is being held in Mercedes, TX. These students will be attending class 8 to 12 hours each day, Monday through Friday each week for the duration of the program. The course includes classroom instruction, hands-on skills, hospital rotations, and ambulance ride-outs. When students complete the course in July of this year, they will be eligible to test out with the National Registry of EMTs and be certified as Paramedics. In turn, they will be able to fill in the role of "lead" medic on our ambulance unit. This is to maintain the level of Mobile Intensive Care Unit status and provide the best care possible to the citizens of Mission.

This month, all of our suppression groups did a pre-fire plan/building familiarization walk thru of the Rio Juice Company on Conway & Expy 83. This facility imports citrus fruit from around the area and cans juice and bi-products. Our crews were able to get a first hand look at the operation and identify any hazards. This helps us prepare for emergency situations that may arise while responding to that location.

The CDD met with probationary firefighters Shift Captain and LT's to discuss their performance evaluations. Each officer was able to give their input on the firefighter's performance.

Three of our personnel attended an Emergency Vehicle Operator "Train-the-Trainer" in Raymondville, TX. This course was able to certify these students as Instructors for the credentialed course. We will now come back and teach the certification course to all of our personnel with the provided program and curriculum.

At the end of the month, all of our crews participated in Hazardous Materials Technician refresher course. This involved reviewing decontamination procedures at an emergency call and getting into the proper personal protective equipment and performing specific skills.

***"Train Like Your Life Depends on it...Because It Does!"***

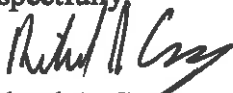
**Training Hours for October 2023 - TOTAL: 1,610**

**Fire:** 359 hours  
Classroom/Online: 20 hours  
Hands-On/Skills: 311 hours      Drone: 24 hours  
**EMS:** 555 hours  
**Special Ops:** 0 hours  
**Haz-Mat:** 696 hours

**Training Hours for Year-to-Date 2023 - TOTAL: 1,610**

**Fire:** 359 hours  
Classroom/Online: 20 hours  
Hands-On/Skills: 311 hours      Drone: 20 hours  
**EMS:** 55 hours  
**Special Ops:** 0 hours  
**Haz-Mat:** 696 hours

Respectfully



Richard A. Cruz  
Deputy Chief  
Career Development Division



# MISSION FIRE DEPARTMENT

## Emergency Ambulance Response Report

OCTOBER 2023



**Dedicated to the Community we Protect... and Serve”**



Previous Month v Oct 1, 2023 - Oct 31, 2023 v

Counts

% Rows

% Columns

All

Week Ending	10/1/23	10/8/23	10/15/23	10/22/23	10/29/23	11/5/23	11/12/23	11/19/23	11/26/23	12/3/23	12/10/23	12/17/23	12/24/23	Total
Abdominal Pain	0.83%	4.13%	0.83%	3.31%	1.65%									10.74%
Acute Respiratory Distress (Dyspnea)			2.48%	0.83%	1.65%	0.83%								5.79%
Altered Mental Status				0.83%	2.48%	0.83%								4.13%
Anxiety reaction/Emot... upset		0.83%		0.83%	0.83%									2.48%
Back Pain		1.65%		0.83%	1.65%	0.83%								4.96%
Burn					1.65%									1.65%
Cardiac arrhythmia/dy..		0.83%												0.83%
Chest Pain / Discomfort				0.83%	0.83%									1.65%
Chest Pain, Other (Non-Cardiac)				0.83%										0.83%
Convulsions			0.83%	0.83%	0.83%									2.48%
Diarrhea			0.83%	0.83%										1.65%
Dizziness		0.83%		0.83%										1.65%
Epistaxis	0.83%													0.83%
Extremity Pain	0.83%	1.65%	0.83%	0.83%		0.83%								4.96%
Fatigue					0.83%									0.83%
Febrile Seizures				0.83%										0.83%
Fever			0.83%	0.83%										1.65%
Generalized Weakness		1.65%		0.83%	0.83%									3.31%
Headache	0.83%				0.83%									1.65%
Hypertension			0.83%		0.83%									1.65%
Injury	0.83%	4.96%	3.31%	4.13%		1.65%								14.88%
Laceration/Ab... (minor surface trauma)				0.83%										0.83%
Mental disorder						0.83%								0.83%
Nausea		1.65%												1.65%
No Complaints or Injury/Illness Noted		2.48%	0.83%	0.83%	4.13%	0.83%								9.09%



Week Ending	10/1/23	10/8/23	10/15/23	10/22/23	10/29/23	11/5/23	11/12/23	11/19/23	11/26/23	12/3/23	12/10/23	12/17/23	12/24/23	Total
Obvious Death		0.83%		1.65%	0.83%									3.31%
Overdose - Other opioids						0.83%								0.83%
Overdose - Synthetic marijuana				0.83%										0.83%
Overdose - Unspecified			0.83%											0.83%
Pain (Non-Traumatic)			0.83%											0.83%
Pelvic and Perineal Pain			0.83%											0.83%
Pregnancy related conditions				0.83%										0.83%
Respiratory disorder		0.83%												0.83%
Stroke				0.83%										0.83%
Suicide attempt	0.83%													0.83%
Syncope / Fainting	0.83%		0.83%	2.48%	1.65%									5.79%
Urinary system disorder				1.65%										1.65%
<b>Total</b>	<b>5.79%</b>	<b>22.31%</b>	<b>14.88%</b>	<b>28.1%</b>	<b>21.49%</b>	<b>7.44%</b>								<b>100%</b>

Item 9.

Previous Month ▾ Oct 1, 2023 - Oct 31, 2023 ▾

**07:08**

MM:SS  
Average Response Time

**64%**

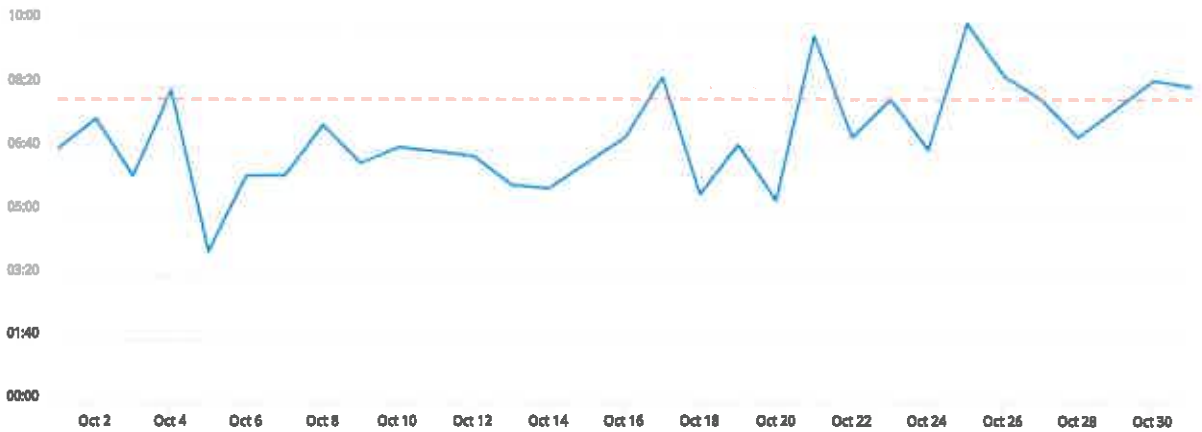
OF RESPONSES  
Response Time < 08:00

**31**

DAYS  
In Selected Time Slice

**88**

UNIT RESPONSES  
In Selected Time Slice

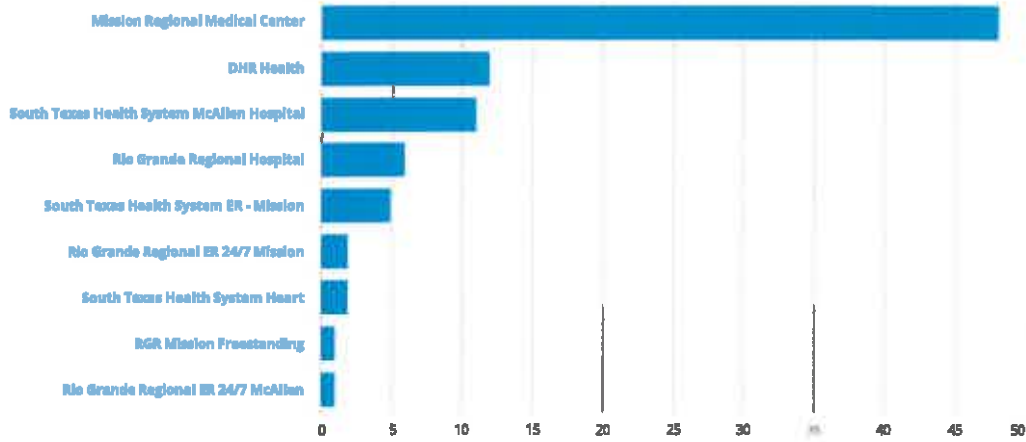


Counts	% Rows		% Columns		All									
Week Ending	10/1/23	10/8/23	10/15/23	10/22/23	10/29/23	11/5/23	11/12/23	11/19/23	11/26/23	12/3/23	12/10/23	12/17/23	12/24/23	Total
00:00 - 04:59	1.14%	2.27%	3.41%	6.82%										13.64%
05:00 - 07:59	5.68%	10.23%	11.36%	12.5%	7.95%	2.27%								50%
08:00 - 08:59		4.55%	1.14%	2.27%	4.55%	1.14%								13.64%
09:00 - 09:59		1.14%			1.14%									2.27%
10:00 - 11:59		1.14%	2.27%	3.41%	4.55%	2.27%								13.64%
12:00 - 14:59	1.14%	1.14%		2.27%										4.55%
15:00 - 16:59				1.14%										1.14%
17:00 - 17:59				1.14%										1.14%
18:00 - 19:59														
20:00 - 29:59														
30:00 - 59:59														
<b>Total</b>	<b>7.95%</b>	<b>20.45%</b>	<b>18.18%</b>	<b>29.55%</b>	<b>18.18%</b>	<b>5.68%</b>								<b>100%</b>
<b>Exceptions</b>														<b>0%</b>

Previous Month ▾ Oct 1, 2023 - Oct 31, 2023 ▾

**88**  
RECORDS  
In Selected Time Slice

**31**  
DAYS  
In Selected Time Slice



	Counts	% Rows	% Columns	% All										
Week Ending	10/1/23	10/8/23	10/15/23	10/22/23	10/29/23	11/5/23	11/12/23	11/19/23	11/26/23	12/3/23	12/10/23	12/17/23	12/24/23	Total
DHR Health		2.27%	2.27%	2.27%	4.55%	2.27%								13.64%
Mission Regional Medical Center	1.14%	14.77%	12.5%	13.64%	9.09%	3.41%								54.55%
RGR Mission Freestanding				1.14%										1.14%
Rio Grande Regional ER 24/7 McAllen	1.14%													1.14%
Rio Grande Regional ER 24/7 Mission	1.14%			1.14%										2.27%
Rio Grande Regional Hospital	1.14%			2.27%	2.27%	1.14%								6.82%
South Texas Health System ER - Mission		1.14%	1.14%	2.27%	1.14%									5.68%
South Texas Health System Heart		1.14%			1.14%									2.27%
South Texas Health System McAllen Hospital	1.14%	1.14%	2.27%	4.55%	2.27%	1.14%								12.5%
<b>Total</b>	<b>7.95%</b>	<b>20.45%</b>	<b>18.18%</b>	<b>29.55%</b>	<b>18.18%</b>	<b>5.68%</b>								<b>100%</b>

Previous Month ▾ Oct 1, 2023 - Oct 31, 2023 ▾

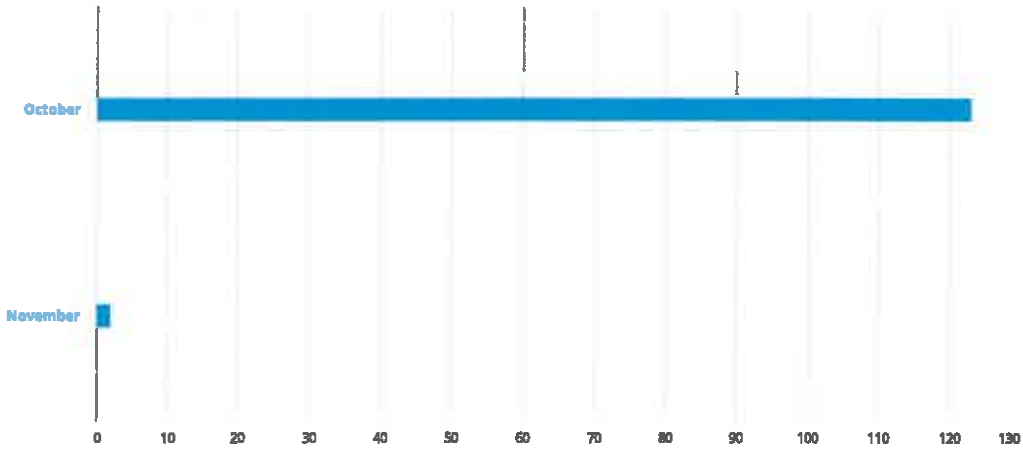
**70%**  
TRANSPORTS  
Percentage of Patient Encounters

**21%**  
NON TRANSPORTS  
Percentage of Patient Encounters

**9%**  
OTHER DISPOSITIONS  
Percentage of Patient Encounters

**125**  
RECORDS  
In Selected Time Slice

**31**  
DAYS  
In Selected Time Slice



Counts % Rows % Columns % All

Week Ending	10/1/23	10/8/23	10/15/23	10/22/23	10/29/23	11/5/23	11/12/23	11/19/23	11/26/23	12/3/23	12/10/23	12/17/23	12/24/23	Total
October	7	27	18	34	28	9								123
November						2								2
Total	7	27	18	34	28	11								125



# Closing Balance Summary for Period

Item 9.

11/08/23

Page 1 of 1

Transaction Date	GreaterThanOrEqualTo	10/1/2023
Transaction Date	LessThanOrEqualTo	10/31/2023
Company Code	Equal	216 City of Mission

<b>216 City of Mission</b>	<b>AR Previous Balance:</b>	<b>\$651,158.34</b>
----------------------------	-----------------------------	---------------------



Charges in Period	\$137,940.00
Credits	(\$107,447.74)
Charge Adjustments	\$4,860.00
<b>Total AR Change for</b>	<b>\$35,352.26</b>

Charges in Period	\$137,940.00
Credits	(\$107,447.74)
Charge Adjustments	\$4,860.00
<b>Accounts Receivable Change</b>	<b>\$35,352.26</b>

<b>Total Balance Forward:</b>	<b>\$686,510.60</b>
-------------------------------	---------------------



216 City of Mission  
Executive Summary - 10/01/23 to 10/31/23

	Oct-23	Totals
Gross Charges	\$142,800.00	\$142,800.00
Cash Collections	(\$40,403.87)	(\$40,403.87)
Gross Charge/Txp	\$1,373.08	\$1,373.08
Cash/Txp (CPT)	\$388.50	\$388.50
<b>Payer Mix</b>		
Medicare	19.2%	19.2%
Medicaid	13.5%	13.5%
Insurance	2.9%	2.9%
Private Pay	16.3%	16.3%
<b>Level of Service</b>		
ALS - Advanced Life Support A0427	77.88%	77.88%
ALS-2 Emergency A0433	0.00%	0.00%
BLS - Basic Life Support A0429	22.12%	22.12%
<b>Level of Service Volume</b>		
Total	104	104
ALS - Advanced Life Support A0427	81	81
ALS-2 Emergency A0433	0	0
BLS - Basic Life Support A0429	23	23
Ground Mileage A0425	567	567



**MISSION  
FIRE DEPARTMENT  
MONTHLY REPORTS  
NOVEMBER 2023**



**“Dedicated to the Community we Protect... and Serve”**

# Mission Fire Department

Mission, TX

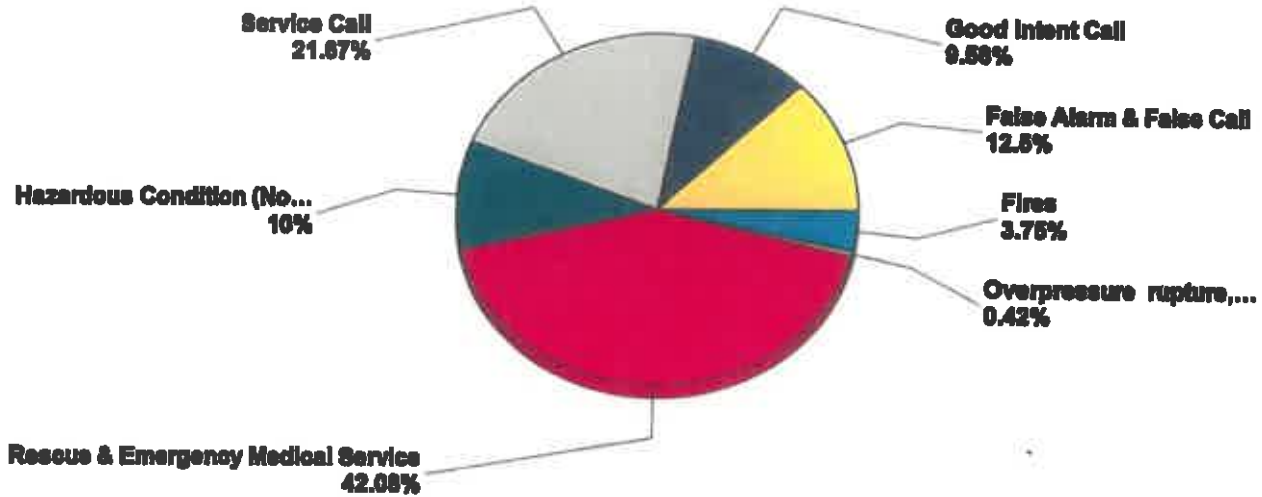
This report was generated on 12/11/2023 10:30:05 AM



Item 9.

## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 11/01/2023 | End Date: 11/30/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	9	3.75%
Overpressure rupture, explosion, overheat - no fire	1	0.42%
Rescue & Emergency Medical Service	101	42.08%
Hazardous Condition (No Fire)	24	10%
Service Call	52	21.67%
Good Intent Call	23	9.58%
False Alarm & False Call	30	12.5%
<b>TOTAL</b>	<b>240</b>	<b>100%</b>

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	1	0.42%
121 - Fire in mobile home used as fixed residence	1	0.42%
131 - Passenger vehicle fire	2	0.83%
142 - Brush or brush-and-grass mixture fire	2	0.83%
143 - Grass fire	1	0.42%
162 - Garbage dump or sanitary landfill fire	1	0.42%
162 - Outside equipment fire	1	0.42%
221 - Overpressure rupture of air or gas pipe/pipeline	1	0.42%
311 - Medical assist, assist EMS crew	6	2.5%
320 - Emergency medical service, other	8	3.33%
321 - EMS call, excluding vehicle accident with injury	67	27.92%
322 - Motor vehicle accident with injuries	11	4.58%
324 - Motor vehicle accident with no injuries	6	2.5%
331 - Lock-in (if lock out, use 611)	2	0.83%
351 - Extrication of victim(s) from building/structure	1	0.42%
411 - Gasoline or other flammable liquid spill	2	0.83%
412 - Gas leak (natural gas or LPG)	9	3.75%
424 - Carbon monoxide incident	1	0.42%
440 - Electrical wiring/equipment problem, other	8	3.33%
441 - Heat from short circuit (wiring), defective/worn	1	0.42%
446 - Arcing, shorted electrical equipment	3	1.25%
500 - Service Call, other	2	0.83%
510 - Person in distress, other	4	1.67%
511 - Lock-out	1	0.42%
512 - Ring or jewelry removal	1	0.42%
520 - Water problem, other	3	1.25%
522 - Water or steam leak	1	0.42%
531 - Smoke or odor removal	1	0.42%
542 - Animal rescue	4	1.67%
550 - Public service assistance, other	1	0.42%
551 - Assist police or other governmental agency	4	1.67%
553 - Public service	1	0.42%
554 - Assist invalid	25	10.42%
581 - Unauthorized burning	4	1.67%
600 - Good intent call, other	2	0.83%
611 - Dispatched & cancelled en route	7	2.92%
622 - No incident found on arrival at dispatch address	6	2.5%
631 - Authorized controlled burning	2	0.83%
651 - Smoke scare, odor of smoke	4	1.67%
663 - Smoke from barbecue, tar kettle	1	0.42%
661 - EMS call, party transported by non-fire agency	1	0.42%
711 - Municipal alarm system, malicious false alarm	2	0.83%
730 - System malfunction, other	1	0.42%
733 - Smoke detector activation due to malfunction	1	0.42%
735 - Alarm system sounded due to malfunction	4	1.67%
736 - CO detector activation due to malfunction	1	0.42%
740 - Unintentional transmission of alarm, other	2	0.83%
743 - Smoke detector activation, no fire - unintentional	6	2.5%
744 - Detector activation, no fire - unintentional	4	1.67%
745 - Alarm system activation, no fire - unintentional	9	3.75%
<b>TOTAL INCIDENTS:</b>	<b>240</b>	<b>100%</b>

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



# Mission Fire Department



Mission, TX

This report was generated on 12/11/2023 10:43:23 AM

## Incident Statistics with Alarm to Arrival

Start Date: 11/01/2023 | End Date: 11/30/2023

INCIDENT COUNT	
INCIDENT TYPE	# INCIDENTS
EMS	101
FIRE	139
<b>TOTAL</b>	<b>240</b>

TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
<b>TOTAL</b>			

PRE-INCIDENT VALUE	LOSSES
\$0.00	\$0.00

CO CHECKS	
424 - Carbon monoxide incident	1
736 - CO detector activation due to malfunction	1
<b>TOTAL</b>	<b>2</b>

MUTUAL AID	
Aid Type	Total
Aid Given	2
Aid Received	1

OVERLAPPING CALLS	
# OVERLAPPING	% OVERLAPPING
81	33.75

LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station	EMS	FIRE
Central	0:07:09	0:06:53
Station 2	0:06:18	0:15:26
Station 3	0:07:45	0:07:35
Station 4	0:05:47	0:10:43
Station 5	0:08:05	0:08:12
	<b>AVERAGE FOR ALL CALLS</b>	<b>0:07:34</b>

LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Alarm to Arrival)		
Station	EMS	FIRE
Central	0:07:14	0:07:25
Station 2	0:06:32	0:18:37
Station 3	0:07:46	0:08:10

Custom Report. Only Reviewed Incidents included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. #Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.



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Station 4	0:05:50	0:10:57
Station 5	0:11:15	0:08:20
<b>AVERAGE FOR ALL CALLS</b>		<b>0:07:55</b>

**LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)**

Station	EMS	FIRE
Central	0:01:27	0:01:33
Station 2	0:01:34	0:09:07
Station 3	0:01:45	0:01:24
Station 4	0:01:05	0:02:20
Station 5	0:00:54	0:00:51
<b>AVERAGE FOR ALL CALLS</b>		<b>0:01:42</b>

AGENCY	AVERAGE TIME ON SCENE (MM:SS)
Mission Fire Department	23:08

Custom Report. Only Reviewed Incidents Included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of Incidents where apparatus transported. # Patient Transports = All patients transported by EMS. #Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.



# Mission Fire Department

Mission, TX

This report was generated on 12/11/2023 10:44:28 AM



## Incident Type Count per Station for Date Range

Start Date: 11/01/2023 | End Date: 11/30/2023

INCIDENT TYPE	# INCIDENTS
<b>Station: 1 - CENTRAL</b>	
131 - Passenger vehicle fire	2
221 - Overpressure rupture of air or gas pipe/pipeline	1
311 - Medical assist, assist EMS crew	2
320 - Emergency medical service, other	7
321 - EMS call, excluding vehicle accident with injury	41
322 - Motor vehicle accident with injuries	2
324 - Motor vehicle accident with no injuries.	1
351 - Extrication of victim(s) from building/structure	1
412 - Gas leak (natural gas or LPG)	2
440 - Electrical wiring/equipment problem, other	4
441 - Heat from short circuit (wiring), defective/worn	1
445 - Arcing, shorted electrical equipment	2
500 - Service Call, other	1
512 - Ring or jewelry removal	1
542 - Animal rescue	1
551 - Assist police or other governmental agency	2
554 - Assist invalid	5
561 - Unauthorized burning	1
600 - Good intent call, other	1
611 - Dispatched & cancelled en route	3
651 - Smoke scare, odor of smoke	2
711 - Municipal alarm system, malicious false alarm	2
735 - Alarm system sounded due to malfunction	1
745 - Alarm system activation, no fire - unintentional	1
<b># Incidents for 1 - Central:</b>	<b>87</b>

## Station: 2 - STATION 2

143 - Grass fire	1
152 - Garbage dump or sanitary landfill fire	1
320 - Emergency medical service, other	1
321 - EMS call, excluding vehicle accident with injury	10
322 - Motor vehicle accident with injuries	3
324 - Motor vehicle accident with no injuries.	2
412 - Gas leak (natural gas or LPG)	4
424 - Carbon monoxide incident	1
440 - Electrical wiring/equipment problem, other	2

Only REVIEWED Incidents included.



INCIDENT TYPE	# INCIDENTS
531 - Smoke or odor removal	1
542 - Animal rescue	1
550 - Public service assistance, other	1
553 - Public service	1
554 - Assist invalid	7
581 - Unauthorized burning	1
611 - Dispatched & cancelled en route	2
622 - No incident found on arrival at dispatch address	1
653 - Smoke from barbecue, tar kettle	1
661 - EMS call, party transported by non-fire agency	1
743 - Smoke detector activation, no fire - unintentional	2
744 - Detector activation, no fire - unintentional	1
<b># Incidents for 2 - Station 2:</b>	<b>45</b>

**Station: 3 - STATION 3**

142 - Brush or brush-and-grease mixture fire	2
321 - EMS call, excluding vehicle accident with injury	5
322 - Motor vehicle accident with injuries	1
324 - Motor vehicle accident with no injuries.	1
331 - Lock-in (if lock out , use 511 )	1
411 - Gasoline or other flammable liquid spill	1
412 - Gas leak (natural gas or LPG)	3
440 - Electrical wiring/equipment problem, other	1
500 - Service Call, other	1
511 - Lock-out	1
522 - Water or steam leak	1
554 - Assist invalid	10
611 - Dispatched & cancelled en route	1
622 - No incident found on arrival at dispatch address	1
651 - Smoke scare, odor of smoke	2
733 - Smoke detector activation due to malfunction	1
735 - Alarm system sounded due to malfunction	3
743 - Smoke detector activation, no fire - unintentional	3
744 - Detector activation, no fire - unintentional	2
745 - Alarm system activation, no fire - unintentional	4
<b># Incidents for 3 - Station 3:</b>	<b>48</b>

**Station: 4 - STATION 4**

100 - Fire, other	1
121 - Fire in mobile home used as fixed residence	1
162 - Outside equipment fire	1
311 - Medical assist, assist EMS crew	4
321 - EMS call, excluding vehicle accident with injury	7
322 - Motor vehicle accident with injuries	2

Only REVIEWED incidents included.



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INCIDENT TYPE	# INCIDENTS
324 - Motor vehicle accident with no injuries.	1
331 - Lock-In (if lock out , use 611 )	1
510 - Person in distress, other	3
542 - Animal rescue	2
551 - Assist police or other governmental agency	1
554 - Assist invalid	3
581 - Unauthorized burning	2
600 - Good Intent call, other	1
611 - Dispatched & cancelled en route	1
622 - No incident found on arrival at dispatch address	1
631 - Authorized controlled burning	2
736 - CO detector activation due to malfunction	1
740 - Unintentional transmission of alarm, other	1
743 - Smoke detector activation, no fire - unintentional	1
744 - Detector activation, no fire - unintentional	1
745 - Alarm system activation, no fire - unintentional	2

# incidents for 4 - Station 4: 40

Station: 5 - STATION 5	
321 - EMS call, excluding vehicle accident with injury	4
322 - Motor vehicle accident with injuries	3
324 - Motor vehicle accident with no injuries.	1
411 - Gasoline or other flammable liquid spill	1
440 - Electrical wiring/equipment problem, other	1
445 - Arcing, shorted electrical equipment	1
510 - Person in distress, other	1
520 - Water problem, other	3
551 - Assist police or other governmental agency	1
622 - No incident found on arrival at dispatch address	3
730 - System malfunction, other	1
740 - Unintentional transmission of alarm, other	1
745 - Alarm system activation, no fire - unintentional	2

# incidents for 5 - Station 5: 23

Only REVIEWED incidents included.

# Mission Fire Department

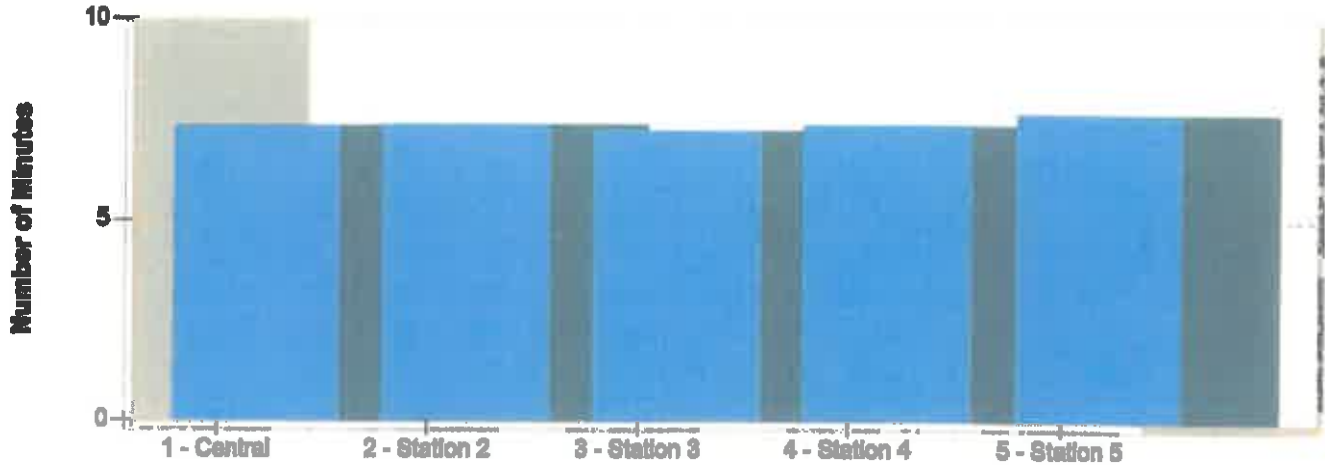
Mission, TX

This report was generated on 12/11/2023 10:44:54 AM



## Average Response Time per Station for Date Range

Start Date: 11/01/2023 | End Date: 11/30/2023



STATION	AVERAGE RESPONSE MM:SS (Dispatch to Arrived)
1 - Central	7:22
2 - Station 2	7:24
3 - Station 3	7:15
4 - Station 4	7:23
5 - Station 5	7:41

**AVERAGE RESPONSE TIME** calculated from the average time difference between DISPATCH and ARRIVED times on Basic Info 4. Only REVIEWED incidents included.



# Mission Fire Department

Mission, TX

This report was generated on 12/11/2023 10:45:18 AM



## Count of Overlapping Incidents for Date Range

Start Date: 11/01/2023 | End Date: 11/30/2023

# OVERLAPPING	% OVERLAPPING	TOTAL
81	33.75	240

OVERLAPPING INCIDENT DETAILS					
ALARM	CLEAR/CANCEL	INCIDENT #	INCIDENT TYPE	STATION	ZONE
<b>11/1/2023</b>					
11/1/2023 8:29:00 AM	11/1/2023 8:48:00 AM	2023-3475	744	Station 4	
11/1/2023 8:36:00 AM	11/1/2023 8:54:00 AM	2023-3476	412	Central	
11/1/2023 7:10:00 PM	11/1/2023 7:36:00 PM	2023-3482	321	Central	
11/1/2023 7:16:00 PM	11/1/2023 7:46:00 PM	2023-3483	321	Central	
11/1/2023 7:31:00 PM	11/1/2023 7:58:00 PM	2023-3484	321	Station 3	
11/1/2023 7:56:00 PM	11/1/2023 8:26:00 PM	2023-3485	321	Central	
<b>11/2/2023</b>					
11/2/2023 9:38:00 AM	11/2/2023 9:56:00 AM	2023-3488	735	Central	
11/2/2023 9:53:00 AM	11/2/2023 10:10:00 AM	2023-3489	322	Station 4	
11/2/2023 6:03:00 PM	11/2/2023 6:34:00 PM	2023-3491	321	Central	
11/2/2023 6:26:00 PM	11/2/2023 7:09:00 PM	2023-3492	142	Station 3	
11/2/2023 6:42:00 PM	11/3/2023 1:29:00 AM	2023-3493	182	Station 2	District 2
11/2/2023 9:52:00 PM	11/2/2023 10:09:00 PM	2023-3494	440	Station 3	
<b>11/3/2023</b>					
11/3/2023 11:56:00 AM	11/3/2023 12:16:00 PM	2023-3498	321	Central	
11/3/2023 12:01:00 PM	11/3/2023 12:03:00 PM	2023-3499	611	Central	
11/3/2023 12:36:00 PM	11/3/2023 1:07:00 PM	2023-3500	322	Central	
11/3/2023 12:41:00 PM	11/3/2023 1:06:00 PM	2023-3501	321	Station 4	
11/3/2023 1:30:00 PM	11/3/2023 2:04:00 PM	2023-3502	322	Central	
11/3/2023 1:36:00 PM	11/3/2023 1:57:00 PM	2023-3503	321	Central	
11/3/2023 6:18:00 PM	11/3/2023 6:41:00 PM	2023-3505	320	Central	
11/3/2023 6:19:00 PM	11/3/2023 6:54:00 PM	2023-3506	321	Central	
11/3/2023 6:52:00 PM	11/3/2023 7:16:00 PM	2023-3507	745	Station 3	
<b>11/4/2023</b>					
11/4/2023 7:45:00 AM	11/4/2023 8:02:00 AM	2023-3510	800	Station 4	
11/4/2023 7:49:00 AM	11/4/2023 8:03:00 AM	2023-3511	321	Station 2	
<b>11/6/2023</b>					
11/6/2023 10:27:00 AM	11/6/2023 10:40:00 AM	2023-3531	611	Station 4	
11/6/2023 10:36:00 AM	11/6/2023 10:57:00 AM	2023-3532	131	Central	
<b>11/7/2023</b>					
11/7/2023 10:48:00 AM	11/7/2023 11:06:00 AM	2023-3537	440	Central	
11/7/2023 10:52:00 AM	11/7/2023 11:12:00 AM	2023-3538	654	Station 3	

Percentage of incidents overlapping from total incidents in month, year. Compared incident time range as either Alarm to Cancel or Alarm to Clear for incidents that have either Cancel or Clear time recorded. Reviewed calls only. Group by date. Displays date, incident number, incident type (numeric only), zone, and station.



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OVERLAPPING INCIDENT DETAILS					
ALARM	CLEAR/CANCEL	INCIDENT #	INCIDENT TYPE	STATION	ZONE
11/7/2023 2:05:00 PM	11/7/2023 4:39:00 PM	2023-3539	100	Station 4	
11/7/2023 4:14:00 PM	11/7/2023 4:20:00 PM	2023-3540	651	Central	
<b>11/8/2023</b>					
11/8/2023 3:18:00 PM	11/8/2023 3:40:00 PM	2023-3547	311	Station 4	
11/8/2023 3:20:00 PM	11/8/2023 3:53:00 PM	2023-3548	440	Central	
<b>11/9/2023</b>					
11/9/2023 8:19:00 PM	11/9/2023 8:32:00 PM	2023-3554	745	Station 5	
11/9/2023 8:21:00 PM	11/9/2023 8:39:00 PM	2023-3555	631	Station 4	
11/9/2023 8:38:00 PM	11/9/2023 9:28:00 PM	2023-3556	564	Station 3	
11/9/2023 8:48:00 PM	11/9/2023 9:08:00 PM	2023-3557	321	Station 2	
<b>11/10/2023</b>					
11/10/2023 6:59:00 PM	11/10/2023 8:21:00 PM	2023-3562	735	Station 3	
11/10/2023 8:08:00 PM	11/10/2023 8:42:00 PM	2023-3563	321	Central	
11/10/2023 8:28:00 PM	11/10/2023 8:42:00 PM	2023-3564	743	Station 2	
<b>11/12/2023</b>					
11/12/2023 11:34:00 PM	11/13/2023 12:39:00 AM	2023-3582	322	Station 5	
<b>11/13/2023</b>					
11/13/2023 12:34:00 AM	11/13/2023 1:21:00 AM	2023-3583	321	Station 2	
11/13/2023 10:44:00 AM	11/13/2023 12:18:00 PM	2023-3585	162	Station 4	
11/13/2023 11:29:00 AM	11/13/2023 11:38:00 AM	2023-3586	622	Station 5	
<b>11/14/2023</b>					
11/14/2023 11:12:00 AM	11/14/2023 11:50:00 AM	2023-3592	351	Central	
11/14/2023 11:16:00 AM	11/14/2023 11:30:00 AM	2023-3593	331	Station 4	
11/14/2023 3:48:00 PM	11/14/2023 4:41:00 PM	2023-3594	445	Central	
11/14/2023 4:21:00 PM	11/14/2023 4:34:00 PM	2023-3595	321	Station 4	
<b>11/15/2023</b>					
11/15/2023 2:52:00 PM	11/15/2023 4:52:00 PM	2023-3601	412	Central	
11/15/2023 3:06:00 PM	11/15/2023 3:22:00 PM	2023-3602	554	Station 4	
11/15/2023 8:32:00 PM	11/15/2023 8:39:00 PM	2023-3605	440	Station 5	
11/15/2023 9:18:00 PM	11/15/2023 9:44:00 PM	2023-3606	311	Station 4	
<b>11/16/2023</b>					
11/16/2023 10:58:00 PM	11/16/2023 11:23:00 PM	2023-3616	412	Station 2	
11/16/2023 11:15:00 PM	11/16/2023 11:34:00 PM	2023-3617	440	Central	
<b>11/17/2023</b>					
11/17/2023 6:07:00 PM	11/17/2023 6:47:00 PM	2023-3623	743	Station 2	
11/17/2023 6:32:00 PM	11/17/2023 7:08:00 PM	2023-3624	321	Central	
<b>11/18/2023</b>					
11/18/2023 5:01:00 PM	11/18/2023 5:23:00 PM	2023-3628	321	Station 5	
11/18/2023 5:20:00 PM	11/18/2023 5:36:00 PM	2023-3629	321	Station 5	
11/18/2023 5:28:00 PM	11/18/2023 5:43:00 PM	2023-3630	321	Central	

Percentage of incidents overlapping from total incidents in month, year. Compared incident time range as either Alarm to Cancel or Alarm to Clear for incidents that have either Cancel or Clear time recorded. Reviewed calls only. Group by date. Displays date, incident number, incident type (numeric only), zone, and station.

OVERLAPPING INCIDENT DETAILS					
ALARM	CLEAR/CANCEL	INCIDENT #	INCIDENT TYPE	STATION	ZONE
<b>11/21/2023</b>					
11/21/2023 5:47:00 PM	11/21/2023 6:43:00 PM	2023-3648	322	Station 2	
11/21/2023 6:51:00 PM	11/21/2023 6:34:00 PM	2023-3649	321	Station 4	
11/21/2023 6:29:00 PM	11/21/2023 6:45:00 PM	2023-3650	324	Station 3	
11/21/2023 10:24:00 PM	11/21/2023 10:57:00 PM	2023-3651	424	Station 2	
11/21/2023 10:56:00 PM	11/21/2023 11:15:00 PM	2023-3652	321	Central	
<b>11/22/2023</b>					
11/22/2023 8:55:00 PM	11/22/2023 8:14:00 PM	2023-3658	221	Central	
11/22/2023 8:55:00 PM	11/22/2023 9:53:00 PM	2023-3660	321	Station 6	
<b>11/25/2023</b>					
11/25/2023 3:07:00 PM	11/25/2023 3:40:00 PM	2023-3673	321	Central	
11/25/2023 3:06:00 PM	11/25/2023 3:36:00 PM	2023-3674	321	Central	
<b>11/26/2023</b>					
11/26/2023 2:49:00 AM	11/26/2023 3:20:00 AM	2023-3676	311	Station 4	
11/26/2023 2:52:00 AM	11/26/2023 3:23:00 AM	2023-3677	322	Station 2	
11/26/2023 3:12:00 AM	11/26/2023 3:37:00 AM	2023-3678	321	Central	
<b>11/27/2023</b>					
11/27/2023 5:33:00 AM	11/27/2023 6:09:00 AM	2023-3683	321	Central	
11/27/2023 5:47:00 AM	11/27/2023 6:20:00 AM	2023-3684	321	Station 3	District 3
<b>11/28/2023</b>					
11/28/2023 12:36:00 AM	11/28/2023 1:00:00 AM	2023-3683	321	Central	
11/28/2023 12:54:00 AM	11/28/2023 1:08:00 AM	2023-3684	581	Central	
11/28/2023 4:16:00 PM	11/28/2023 4:32:00 PM	2023-3686	511	Station 3	
11/28/2023 4:32:00 PM	11/28/2023 4:48:00 PM	2023-3687	321	Central	
11/28/2023 10:39:00 PM	11/28/2023 11:16:00 PM	2023-3688	321	Central	
11/28/2023 10:57:00 PM	11/28/2023 11:24:00 PM	2023-3689	321	Central	
<b>11/30/2023</b>					
11/30/2023 6:15:00 PM	11/30/2023 6:44:00 PM	2023-3711	321	Station 4	
11/30/2023 6:28:00 PM	11/30/2023 7:09:00 PM	2023-3712	412	Station 3	
11/30/2023 6:28:00 PM	11/30/2023 6:36:00 PM	2023-3713	661	Station 2	
11/30/2023 8:31:00 PM	11/30/2023 8:59:00 PM	2023-3714	321	Central	

Percentage of incidents overlapping from total incidents in month/year. Compared incident time range as either Alarm to Cancel or Alarm to Clear for incidents that have either Cancel or Clear time recorded. Reviewed calls only. Group by date. Displays date, Incident number, Incident type (numeric only), zone, and station.







# Mission Fire Department

## Career Development Division

*Monthly Report for November 2023*

**To:** Adrian Garcia, Fire Chief  
**From:** Richard A. Cruz, Deputy Chief  
**Re:** Career Development Division Report for November 2023

The training topics for the month were HIPPA for First Responders for the EMS portion, and VEIS (Vent Enter Isolate Search) for the Fire portion. Each topic counts for 2 hours of continuing education hours for the yearly total. The trainings were posted on our online Training software and each personnel completed the trainings on their assigned shift days.

EMS training has been our top priority this month. We have been training around the clock to keep our skills sharp. We have been utilizing our newly purchased training equipment to be able to perform hands-on skills and train.

The CDD hosted two classes for the Regional Fire Academy. The first was CPR/AED and the other was Fire Service History. We continue to assist in the training of local firefighters.

A few of our Paramedics who we have on staff attended a three-day EMS conference in Austin, TX late in the month. There, they were able to get required continuous education hours for the certification. The Paramedics were also informed of upcoming rules and regulations that are regulated by the Texas Department of State Health Services. This was also a great opportunity for them to get caught up on the latest trends in the Emergency Medical field.

Towards the end of the month, the CDD hosted a re-certification course of CPR and AED for our entire staff. Personnel were able to take a refresher course and complete required CPR skills using our EMS training equipment. Trainings like these also help our staff keep our skills sharp out in the field.

All of our fire suppression personnel participated in a Fire Decontamination class hosted by LT H. Salinas. LT Salinas is a volunteer with the Firefighter Cancer Support Network. He taught our staff how to properly "Decon" after a fire so we can reduce the risk of contamination from carcinogens that are produced in these fires.

**Training Hours for November 2023 - TOTAL: 559**

**Fire: 179 hours**  
**Classroom/Online: 0 hours**  
**Hands-On/Skills: 179 hours      Drone: 0 hours**  
**EMS: 380 hours**  
**Special Ops: 0 hours**  
**Haz-Mat: 0 hours**

*"Train Like Your Life Depends on it...Because It Does!"*

**Training Hours for Year-to-Date 2023 - TOTAL: 2,169**

**Fire: 538 hours**  
*Classroom/Online: 20 hours*  
*Hands-On/Skills: 490 hours      Drone: 20 hours*  
**EMS: 435 hours**  
**Special Ops: 0 hours**  
**Haz-Mat: 696 hours**

Respectfully,



Richard A. Cruz  
Deputy Chief  
Career Development Division

*“Train Like Your Life Depends on it...Because It Does!”*

# MISSION FIRE DEPARTMENT

## Emergency Ambulance Response Report

NOVEMBER 2023



**Dedicated to the Community we Protect... and Serve”**



Previous Month v Nov 1, 2023 - Nov 30, 2023 v

Counts	% Rows	% Columns	421											
Week Ending	11/5/23	11/12/23	11/19/23	11/26/23	12/3/23	12/10/23	12/17/23	12/24/23	12/31/23	1/7/24	1/14/24	1/21/24	1/28/24	Total
Abdominal Pain	3.75%	1.25%	3.75%											8.75%
Acute Respiratory Distress (Dyspnea)	2.5%			1.25%	1.25%									5%
Allergic Reaction			1.25%											1.25%
Anaphylaxis			1.25%											1.25%
Anxiety reaction/Emot. upset	2.5%			1.25%										3.75%
Back Pain		1.25%	2.5%											3.75%
Cardiac arrest		1.25%		1.25%										2.5%
Cardiac arrhythmia/dy..	1.25%													1.25%
Chest Pain / Discomfort	1.25%		1.25%	1.25%										3.75%
Chest Pain, Other (Non-Cardiac)	1.25%	3.75%												5%
Convulsions			1.25%		1.25%									2.5%
Diabetic Hypoglycemia	1.25%													1.25%
Dizziness					2.5%									2.5%
Extremity Pain		2.5%		1.25%	1.25%									5%
Fever					2.5%									2.5%
Generalized Weakness	1.25%	3.75%	1.25%		2.5%									8.75%
Headache		1.25%												1.25%
Hypertension				1.25%	1.25%									2.5%
Inhalation Injury (Toxic Gas)				1.25%										1.25%
Injury	3.75%	3.75%	3.75%	3.75%	3.75%									18.75%
Laceration/Ab... (minor surface trauma)		1.25%			1.25%									2.5%
Malaise	1.25%													1.25%
Multiple injuries	1.25%			1.25%										2.5%
Nausea					1.25%									1.25%
No Complaints of Injury/Illness Noted	2.5%			2.5%	1.25%									6.25%

Week Ending	11/6/23	11/12/23	11/19/23	11/26/23	12/3/23	12/10/23	12/17/23	12/24/23	12/31/23	1/7/24	1/14/24	1/21/24	1/28/24	Total
Pain (Non-Traumatic)				1.25%										1.25%
Respiratory disorder			1.25%											1.25%
Urinary system disorder			1.25%											1.25%
Total	25.75%	20%	18.75%	17.5%	20%									100%



Previous Month v

Nov 1, 2023 - Nov 30, 2023 v

07:36

MM:SS  
Average Response Time

55%

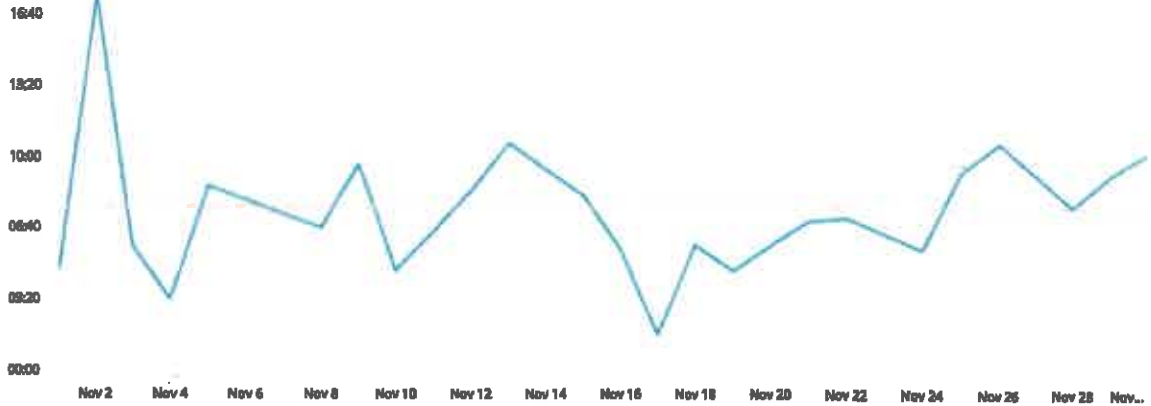
OF RESPONSES  
Response Time < 08:00

30

DAYS  
In Selected Time Slice

55

UNQ. RESPONSES  
In Selected Time Slice



Counts

% Rows

% Columns

1/1

Week Ending	11/5/23	11/12/23	11/19/23	11/26/23	12/3/23	12/10/23	12/17/23	12/24/23	12/31/23	1/7/24	1/14/24	1/21/24	1/28/24	Total
00:00 - 04:59		7.27%	3.64%	3.64%		1.82%								16.36%
05:00 - 07:59		10.91%	3.64%	9.09%	10.91%	3.64%								38.18%
08:00 - 08:59			3.64%	1.82%	1.82%	1.82%								9.09%
09:00 - 09:59		3.64%	1.82%	3.64%	1.82%	3.64%								14.55%
10:00 - 11:59			3.64%	3.64%	3.64%	5.45%								16.36%
12:00 - 14:59														
15:00 - 16:59					1.82%									1.82%
17:00 - 17:59														
18:00 - 19:59		1.82%				1.82%								3.64%
20:00 - 23:59														
30:00 - 59:59														
Total	23.64%	16.36%	21.82%	20%	18.18%									100%

Exceptions

0%

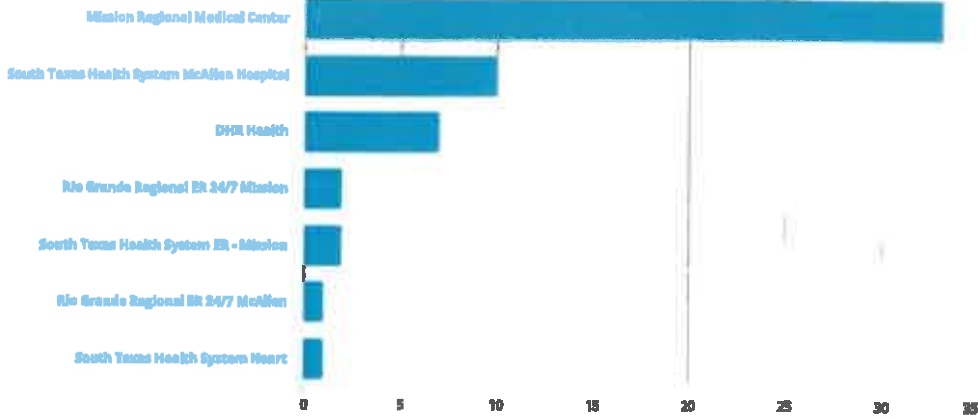




Previous Month | Nov 1, 2023 | Nov 30, 2023

56 RECORDS In Selected Time Slice

30 DAYS In Selected Time Slice



Counts | % Rows | % Columns | % All

Week Ending	10/15/23	10/22/23	10/29/23	11/05/23	11/12/23	11/19/23	11/26/23	12/03/23	12/10/23	12/17/23	12/24/23	12/31/23	1/7/24	1/14/24	1/21/24	1/28/24	Total
DHR Health				3.57%	3.57%		1.79%			3.57%							12.5%
Mission Regional Medical Center	14.29%	7.14%	10.71%	12.5%	14.29%												56.93%
Rio Grande Regional ER 24/7 McAllen				1.79%													1.79%
Rio Grande Regional ER 24/7 Mission		1.79%	1.79%														3.57%
South Texas Health System ER - Mission	1.79%				1.79%												3.57%
South Texas Health System Heart	1.79%																1.79%
South Texas Health System McAllen Hospital	3.57%	3.57%	3.57%	3.57%													17.86%
<b>Total</b>	<b>25%</b>	<b>16.07%</b>	<b>21.43%</b>	<b>19.64%</b>	<b>17.86%</b>												<b>100%</b>



Previous Month ▾ Nov 1, 2023 - Nov 30, 2023 ▾

70%

TRANSPORTS  
Percentage of Patient Encounters

22%

NON TRANSPORTS  
Percentage of Patient Encounters

9%

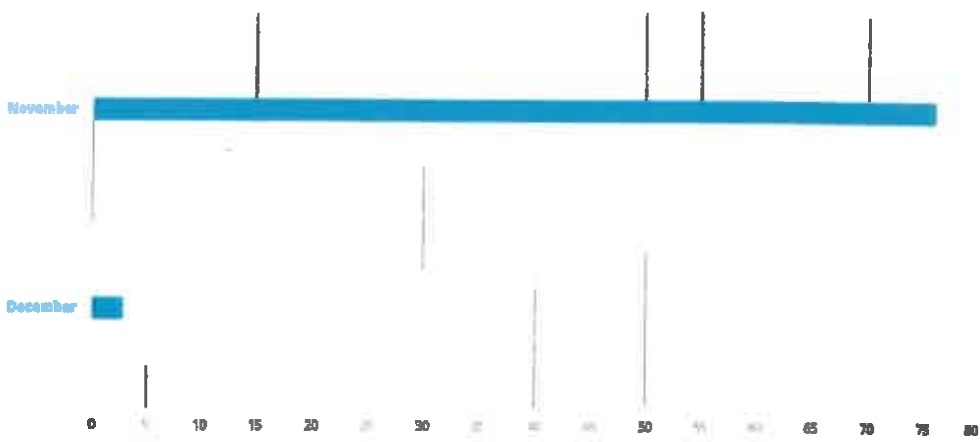
OTHER DISPOSITIONS  
Percentage of Patient Encounters

79

RECORDS  
In Selected Time Slice

30

DAYS  
In Selected Time Slice



Week Ending	11/05/23	11/12/23	11/19/23	11/26/23	12/03/23	12/10/23	12/17/23	12/24/23	12/31/23	1/7/24	1/14/24	1/21/24	1/28/24	TOTAL
November	19	16	16	14	11									76
December					3									3
Total	19	16	16	14	14									79



### Closing Balance Summary for Period

12/08/23

Page 1 of 1

Transaction Date	Greater Than Or Equal	11/1/2023
Transaction Date	Less Than Or Equal	11/30/2023
Company Code	Equal	216 City of Mission

216 City of Mission	AR Previous Balance:	\$686,510.60
---------------------	----------------------	--------------

<b>Charges in Period</b>	<b>\$81,675.00</b>
<b>Credits</b>	<b>(\$239,966.29)</b>
<b>Charge Adjustments</b>	<b>\$4,210.00</b>
<b>Total AR Change for</b>	<b>(\$154,081.29)</b>

<b>Charges in Period</b>	<b>\$81,675.00</b>
<b>Credits</b>	<b>(\$239,966.29)</b>
<b>Charge Adjustments</b>	<b>\$4,210.00</b>
<b>Accounts Receivable Change</b>	<b>(\$154,081.29)</b>

<b>Total Balance Forward:</b>	<b>\$532,429.31</b>
-------------------------------	---------------------



216 City of Mission  
Executive Summary - 10/1/23 to 11/30/23

	Oct-23	Nov-23	Totals
Good Charges	\$142,880.00	\$68,886.00	\$211,766.00
Cash Collections	(\$40,403.67)	(\$16,000.71)	(\$56,404.38)
Good Charge/Tip	\$1,373.08	\$1,503.25	\$2,876.33
Cash/Tip (CPT)	\$388.00	\$238.00	\$626.00
<b>Payer Mix</b>			
Medicare	41.5%	30.2%	37.1%
Medicaid	18.5%	12.7%	16.2%
Insurance	10.6%	4.0%	8.4%
Private Pay	19.2%	4.9%	13.6%
<b>Level of Service</b>			
ALS - Advanced Life Support A0427	77.39%	65.67%	69.49%
ALS Non Emergency A0428	0.00%	1.59%	0.90%
ALS-2 Emergency A0433	0.00%	0.63%	0.32%
BLS - Basic Life Support A0429	22.12%	33.33%	26.30%
<b>Level of Service Volume</b>			
Total	1041	63	1104
ALS - Advanced Life Support A0427	81	35	116
ALS Non Emergency A0428	0	1	1
ALS-2 Emergency A0433	0	5	5
BLS - Basic Life Support A0429	231	21	252
Ground Mileage A0435	887	302	1189

**COMMUNITY DEVELOPMENT DEPARTMENT  
PROGRESS REPORT**

Item 9.

FISCAL YEAR 10/01/2022-09/30/2023

PROGRESS REPORT CDBG		SEPTEMBER, 2023 UNOFFICIAL			
AGENCY / DEPARTMENT / DESCRIPTION / BUDGET	EXPENDITURE	ACCOMPLISHMENT	YEAR TO DATE	%	BALANCE
<b>AMIGOS DEL VALLE - MEALS</b> \$20,000.00 Funds will be utilized to provide meals to homebound seniors.	\$0.00	Agency continues to service participants, funds have been exhausted YTD 22 Participants Served	\$20,000.00	100%	\$0.00
<b>AREA AGENCY ON AGING</b> \$3,000.00 Funds will be utilized to provide assist seniors with minor repairs/modifications and medical supplies.	\$0.00	Agency continues to service participants, funds have been exhausted YTD 9 Participants Served	\$3,000.00	100%	\$0.00
<b>CASA OF HIDALGO COUNTY, INC.</b> \$1,000.00 Funds will be utilized for expenses generated in advocating for abused and neglected children.	\$0.00	Agency continues to service participants, funds have been exhausted YTD 1 Participant Served	\$1,000.00	100%	\$0.00
<b>CHILDREN'S ADVOCACY CENTER</b> \$5,000.00 Funds will be utilized to provide counseling services for abused/neglected children and their families.	\$0.00	Agency continues to service participants, funds have been exhausted YTD 36 Participants Served	\$5,000.00	100%	\$0.00
<b>EASTER SEALS SOCIETY</b> \$3,000.00 Funds will be utilized to provide rehab therapy, occupation, physical and speech therapy.	\$0.00	Agency contacted and informed they will not be able to exhaust their funds due to no participants from the Mission area. YTD 1 Participant Served	\$2,160.00	72%	\$840.00
<b>SILVER RIBBON</b> \$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.	\$1,513.58	Agency submitted August and September 2023 requests & funds have been exhausted. YTD 26 Participants Served	\$3,000.00	100%	\$0.00
<b>C.A.M.P. UNIVERSITY</b> \$3,000.00 Funds will be utilized to provide day habilitation providing life skills for adults with special needs.	\$0.00	Agency continues to service participants, funds have been exhausted YTD 4 Participants Served	\$3,000.00	100%	\$0.00
<b>HOPE MEDICAL SERVICES</b> \$3,000.00 Funds will be utilized to provide medical services to uninsured and/or low income residents.	\$81.00	Agency submitted June & July, 2023 requests/reports and funds have been exhausted. YTD 35 Participants Served.	\$3,000.00	100%	\$0.00
<b>COMFORT HOUSE</b> \$3,000.00 Funds will be utilized to provide twenty-four hour palliative care to patients who have a prognosis of four months or less to live.	\$0.00	Agency continues to service participants, funds have been exhausted YTD 3 Participants Served	\$3,000.00	100%	\$0.00
<b>HOUSING ASSISTANCE PROGRAM</b>					
<b>REHABILITATION</b> \$33,480.00	\$0.00	Continue working with Rehab project to clear title	\$23,000.00	65%	\$12,480.00
<b>RECONSTRUCTION</b> \$1,068,883.00	\$205,143.65	2 Pending Welcome Home Events 3 Projects under construction	\$923,458.20	86%	\$145,424.80
<b>HOUSING ADMINISTRATION FY 22-23</b> \$115,167.00	\$15,563.35	Oversight Expense of the Housing Assistance Program	\$110,825.61	96%	\$4,341.39
<b>PROGRAM ADMINISTRATION FY 22-23</b> \$183,167.00	\$20,102.72	Oversight Expense of the CDBG Program	\$173,602.53	95%	\$9,564.47
<b>\$1,446,697.00</b>	<b>\$242,404.30</b>		<b>\$1,274,046.34</b>	<b>88%</b>	<b>\$172,650.66</b>
<b>Community Development Department CDBG / HOUSING</b>					
<b>New Applicants (HAP)</b>	<b>Agencies/Contractor:</b>	<b>Departments:</b>	<b># of referrals to other agencies/departments:</b>	<b>Walk-ins</b>	
0	3	0	17	6	
<b>New Applicants (EAP)</b>	<b>Re-certifications:</b>	<b>Previously Assisted:</b>	<b>Incoming Calls:</b>	<b>Appointments</b>	
0	4	0	63	3	

**COMMUNITY DEVELOPMENT DEPARTMENT  
PROGRESS REPORT CV AND CV-3  
FISCAL YEAR 2022-2023 (FUNDING THRU 06/2026)**

<b>PROGRESS REPORT CV</b>	<b>SEPTEMBER, 2023 UNOFFICIAL</b>				
<b>AGENCY / DEPARTMENT / DESCRIPTION / BUDGET</b>	<b>MONTHLY EXPENDITURE</b>	<b>ACCOMPLISHMENT</b>	<b>YEAR TO DATE</b>	<b>%</b>	<b>BALANCE</b>
<b>AMIGOS DEL VALLE - MEALS</b> <b>\$77,692.00</b>					
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.	\$12,668.68	Agency exhausted 100% of funds received August request, agency continues to serve participants; YTD: 75	\$77,691.88	100.00%	\$0.12
<b>EMERGENCY ASSISTANCE PROGRAM</b> <b>\$100,100.00</b>					
Funds will be utilized to assist residents affected by COVID-19 with rent/mortgage and utility assistance.	\$10,953.14	Staff continues to process applications and assisted 2 participant. YTD: 16	\$84,063.21	83.98%	\$16,036.79
<b>PROGRAM ADMINISTRATION</b> <b>\$13,448.00</b>					
	\$0.80	Oversight expense of the EAP Program; Intake clerk coordinating events for the program	\$13,139.04	0.00%	\$308.96
<b>AFFORDABLE HOMES OF SOUTH TEXAS CV3</b> <b>\$142,548.00</b>					
Funds will be utilized to provide rent and mortgage assistance to residents that have been affected by the pandemic COVID-19.	\$3,869.75	Agency has not submitted request and monthly report: no new participants. YTD: 37	\$79,832.38	56.00%	\$62,715.62
<b>MISSION FOOD PANTRY CV3</b> <b>\$15,894.62</b>					
Funds will be utilized to purchase food items for distribution of food baskets/boxes to individuals/families affected by COVID-19.	\$0.00	Project Closed; funds reprogrammed.	\$0.00	0.00%	\$0.00
<b>FOOD BANK OF RGV CV3</b> <b>\$33,390.00</b>					
Funds will be utilized to purchase food items for distribution of food baskets/boxes to individuals/families affected by COVID-19.	\$6,134.11	Agency submitted August & September request and monthly report; no new participants YTD: 657	\$33,387.21	99.99%	\$2.79
<b>MISSION FIRE DEPARTMENT CV3</b> <b>\$100,478.00</b>					
Funds will be utilized to purchase equipment for emergency use at the shelter during declared disasters to serve the community affected by COVID19	\$56,539.85	Agencies submitted September's request/report submitted.	\$56,539.85	56.27%	\$43,938.15
<b>\$483,550.62</b>	<b>\$90,166.33</b>		<b>\$344,653.57</b>	<b>102.66%</b>	<b>\$79,064.28</b>





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

### **MONTHLY REPORT**

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# RGV State Veterans Cemetery

2520 South Inspiration Road • Mission, Texas 78572

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



## Interments November 2023

November - 2023	Double Depth	Standard	Columbarium In-Ground	Scatter Garden	Memorial Garden	Total
Veterans	5	4	4	5	0	18
Spouses	7	0	3	2	0	12
Family Members	0	0	0	0	0	0
<b>Total</b>	<b>12</b>	<b>4</b>	<b>7</b>	<b>7</b>	<b>0</b>	<b>30</b>
Percentage of Total	40.00%	13.33%	23.33%	23.33%	0.00%	100.00%

Mission	Total Plots	Plots Utilized	Plots Available	% Utilized	% Available
RGVSVC Availability of Casketed Burial Option in Developed Areas	4,430	2,226	2,204	50.25%	49.75%
RGVSVC Availability of Cremation Burial Option in Developed Areas	3,825	1,559	2,266	40.76%	59.24%
RGVSVC Availability of Memorial Burial Option in Developed Areas	1,000	37	963	3.70%	96.30%



# RGV State Veterans Cemetery

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## Events and Ceremonies Information

### Upcoming Events:

VLB Recognition of 99.03 Customer Satisfaction Dec. 18<sup>th</sup>

Wreaths Across America Dec. 16<sup>th</sup>



# RGV State Veterans Cemetery

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### Completed Projects:

- Privacy Screen –Around fence line repaired
- Irrigation Audit for November 2023 completed
- Shed/debris removal Completed – VLB contractor
- 450 Truck Tires-6 total (VLB OAR completed 11/28/2023)
- New Mule- for team arrived 11/24/2023
- Removal of 80% non-usable equipment 11/24/2023
- Water Heater repairs (VLB OAR approved/completed)
- Palm Tree Trimming (VLB OAR completed 12/11/2023)

### Ongoing Projects Pending- VLB OAR- Funded:

- 60" Mower repairs (VLB OAR approved pending part)
- 72" Mower repairs (VLB OAR approved pending part)
- Compressor replacement (VLB OAR pending approval)
- Lowering Device maintenance –pending quote (VBL)

### Ongoing Projects Pending:

- Monthly Irrigation Audit-replace broken lines/equipment
- 100% Pre-registration eligibility review-on going project
- Mowing/Up keep North area tract-TBD
- Repaint/restriping of roads/parking/signage
- Grave Audit
- Staff cross-training

### VLB Funded (In-Progress)

Re-alignment on 1,000 Flat Marker/ Headstone

### VLB Funded (Pending)

Addition of New Space Force Military Branch of Service Seal and Flag in Assembly Area  
 Casket Transport Vehicle Hearse (Flat)  
 Automatic Gate

### VLB Funded (Approved)

Bobcat Tool Cat UW56 -2  
 Mule -1-arrived 11/24/2023

### VA Grant Applications Pending:

Administration Building Roofing Replacement  
 Installation of Automatic and Remotely Controlled Entry Gate  
 Public Water Fountains Installed Throughout Grounds  
 Remotely Controlled Public Digital Display Board for Schedules and Events



# Mission Police Department



## Monthly Report November 2023



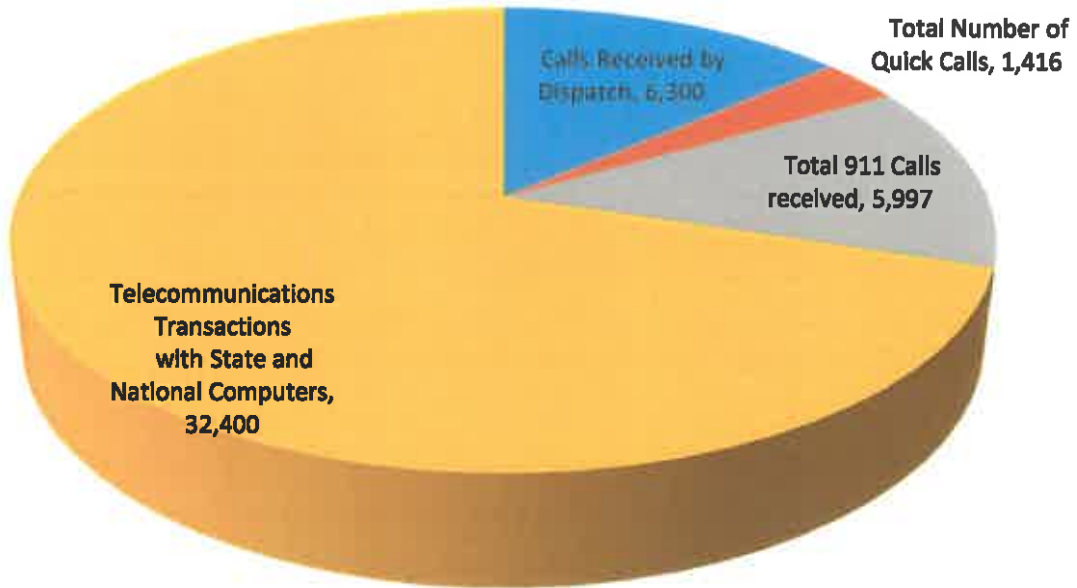
# Mission Police Department

## Monthly Report for November 2023



### *Communications Division*

	<u>Nov 23</u>	<u>FY 23-24 YTD</u>
<b>Calls Received by Dispatch</b>	3,159	6,300
<b>Total Number of Quick Calls</b>	135	1,416
<b>Total 911 Calls received</b>	3,222	5,997
<b>Telecommunications Transactions with State and National Computers</b>	16,116	32,400







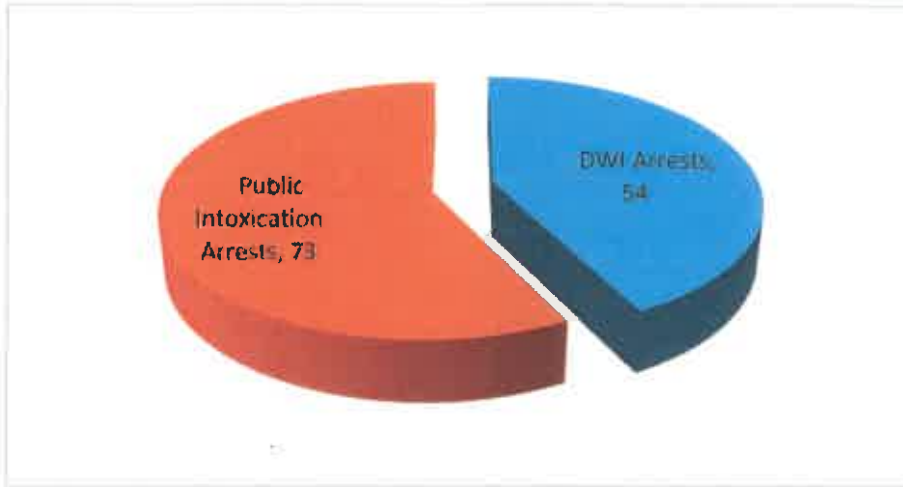
# Mission Police Department Monthly Report for November 2023



## Patrol Division

**DWI Arrests**  
**Public Intoxication Arrests**

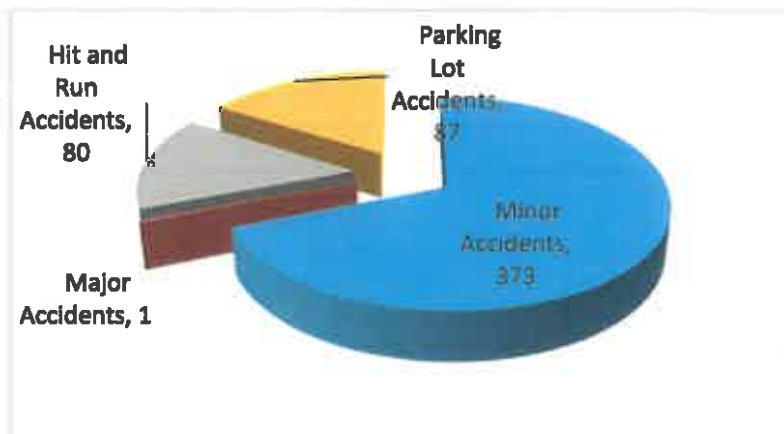
	<u>Nov 23</u>	<u>FY 23-24 YTD</u>
DWI Arrests	32	54
Public Intoxication Arrests	35	73



## Traffic Division

**Minor Accidents**  
**Major Accidents**  
**Hit and Run Accidents**  
**Parking Lot Accidents**

	<u>Nov 23</u>	<u>FY 23-24 YTD</u>
Minor Accidents	175	373
Major Accidents	1	1
Hit and Run Accidents	36	80
Parking Lot Accidents	34	87





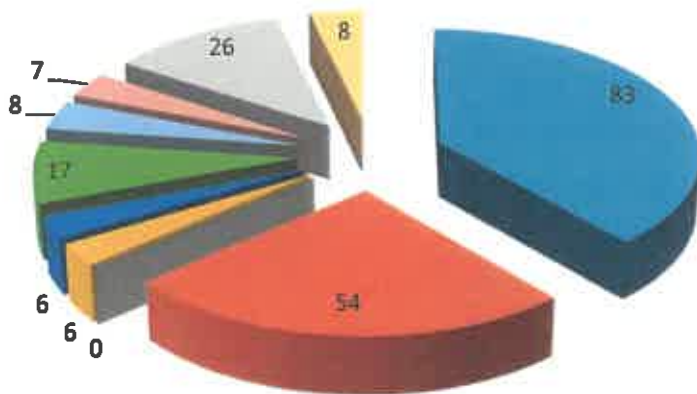
## Criminal Investigations Criminal Case Submissions



- Adult Misdemeanor Cases Submitted to DA's Office**
- Adult Felony Cases Submitted to DA's Office**
- Adult Cases Submitted to Mission Municipal Court**
- Adult Misdemeanor Arrests**
- Adult Felony Arrest**
- Juvenile Misdemeanor Cases Submitted to Juvenile Probation Department**
- Juvenile Felony Cases Submitted to Juvenile Probation Department**
- Juvenile Cases Submitted to Mission Municipal Court**
- Juvenile Misdemeanor Arrests**
- Juvenile Felony Arrests**
- Total Open Cases**

	<u>Nov 23</u>	<u>FY 23-24 YTD</u>
Adult Misdemeanor Cases Submitted to DA's Office	34	83
Adult Felony Cases Submitted to DA's Office	16	54
Adult Cases Submitted to Mission Municipal Court	0	0
Adult Misdemeanor Arrests	4	6
Adult Felony Arrest	2	6
Juvenile Misdemeanor Cases Submitted to Juvenile Probation Department	11	17
Juvenile Felony Cases Submitted to Juvenile Probation Department	6	8
Juvenile Cases Submitted to Mission Municipal Court	2	7
Juvenile Misdemeanor Arrests	11	26
Juvenile Felony Arrests	6	8
<b>Total Open Cases</b>	<b>342</b>	<b>342</b>

### Nov 23



- Adult Misdemeanor Cases Submitted to DA's Office
- Adult Felony Cases Submitted to DA's Office
- Adult Cases Submitted to Mission Municipal Court
- Adult Misdemeanor Arrests
- Adult Felony Arrest
- Juvenile Misdemeanor Cases Submitted to Juvenile Probation Department
- Juvenile Felony Cases Submitted to Juvenile Probation Department
- Juvenile Cases Submitted to Mission Municipal Court



# Mission Police Department

## Monthly Report for November 2023

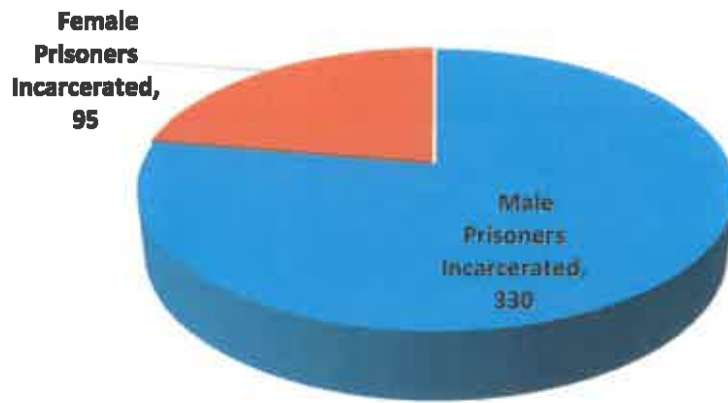


### Jail Division

#### Adults

Male Prisoners Incarcerated  
Female Prisoners Incarcerated  
**Total**

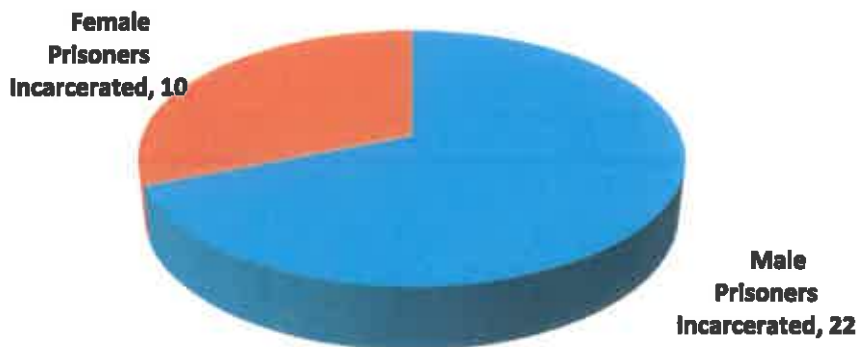
	<u>Nov 23</u>	<u>FY 23-24 YTD</u>
Male Prisoners Incarcerated	175	330
Female Prisoners Incarcerated	51	95
<b>Total</b>	<b>226</b>	<b>425</b>



#### Juveniles

Male Prisoners Incarcerated  
Female Prisoners Incarcerated  
**Total**

	<u>Nov 23</u>	<u>FY 23-24 YTD</u>
Male Prisoners Incarcerated	14	22
Female Prisoners Incarcerated	6	10
<b>Total</b>	<b>20</b>	<b>32</b>





**Narcotics Division -DEA**

	<b>Nov 23</b>	<b>FY 23-24 YTD</b>
<b>Seizures</b>		
<b>Marihuana (lbs)</b> (Street Value -\$506.00 per pound)	0.13 \$65.78	0.13 \$65.78
<b>Cocaine (kilos)</b> (Street Value -\$21,000.00 per Kilo)	0.01 \$210.00	23.16 \$486,360.00
<b>Fentanyl</b> (Street Value -\$30,000.00 per Kilo)	0 \$0.00	0.00 \$0.00
<b>Heroin (kilos)</b> (Street Value -\$17,680.00 per Kilo)	0 \$0.00	0.00 \$0.00
<b>Methamphetamine (kilos)</b> (Street Value -\$11,925.00 per Kilo)	382 \$7,601,800.00	764.00 \$15,203,600.00
<b>Currency Seizures:</b>	\$514,641.00	\$514,641.00
<b>Vehicle Seizures:</b>	1	1
<b>Arrest:</b>	6	6

**Narcotics Division -Immigration & Customs Enforcement**

	<b>Nov 23</b>	<b>FY 23-24 YTD</b>
<b>Seizures</b>		
<b>Marihuana (lbs)</b> (Street Value -\$506.00 per pound)	0 \$0.00	0.00 \$0.00
<b>Cocaine (kilos)</b> (Street Value -\$21,000.00 per Kilo)	48.45 \$1,017,450.00	58.95 \$1,237,950.00
<b>Heroin (kilos)</b> (Street Value -\$17,680.00 per Kilo)	0 \$0.00	0.00 \$0.00
<b>Methamphetamine (kilos)</b> (Street Value -\$11,925.00 per Kilo)	0 \$0.00	0.00 \$0.00
<b>Currency Seizures:</b>	\$674,565.00	\$674,565.00
<b>Vehicle Seizures:</b>	0	0
<b>Arrest:</b>	9	16



**Mission Police and Criminal Investigations**

**Narcotics**

	<b>Nov 23</b>	<b>FY 23-24 YTD</b>
<b>Marihuana (pounds)</b>	0.37	0.51
<b>(Street Value -\$506.00 per pound)</b>	\$186.71	\$257.55
<b>Cocaine (kilos)</b>	0.0190	0.04
<b>(Street Value -\$21,000.00 per Kilo)</b>	\$399.00	\$903.00
<b>Currency</b>	\$0.00	\$0.00

**U.S. Marshal Task Force**

	<b>Nov 23</b>	<b>FY 23-24 YTD</b>
<b>Fugitive Apprehension</b>	0	0
<b>Mission CIB Warrants</b>	0	0
<b>68-A Vehicle Inspections</b>	0	0



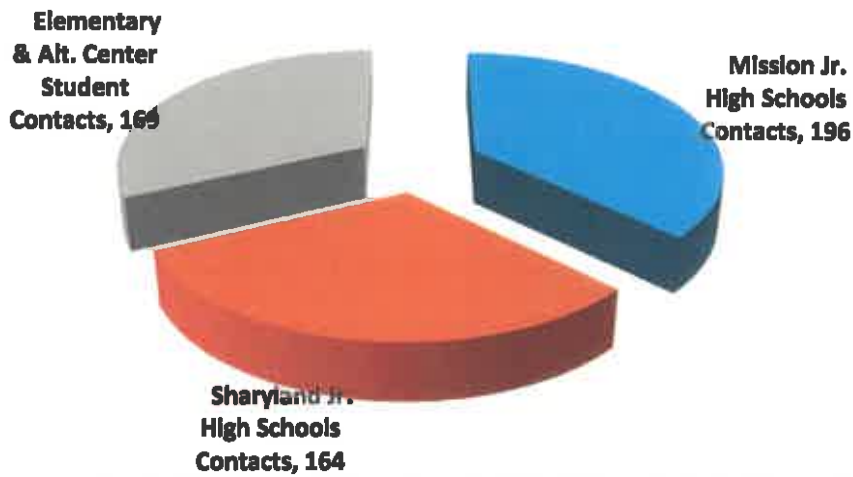


# Mission Police Department Monthly Report for November 2023



## *Educational Resource Officer Program*

	<u>Nov 23</u>	<u>FY 23-24 YTD</u>
Mission Jr. High Schools Contacts	94	196
Sharyland Jr. High Schools Contacts	74	164
Elementary & Alt. Center Student Contacts	96	169



	<u>Nov 23</u>	<u>FY 23-24 YTD</u>
Mission High Schools	144	355
Sharyland High Schools	110	220





## Adult & Juvenile Cases Submitted by Police Officers Assigned to Mission & Sharyland Schools



**Adult Cases Submitted to Mission Municipal Court**

**Adult Misdemeanor Arrests**

**Adult Felony Arrests**

**Juvenile Misdemeanor Cases Submitted to Juvenile Probation Department**

**Juvenile Felony Cases Submitted to Juvenile Probation Department**

**Juvenile Cases Submitted to Mission Municipal Court**

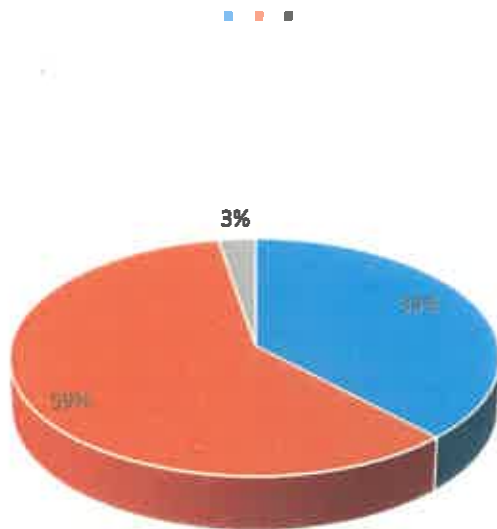
**Juvenile Cases Submitted to JP Court**

**Juvenile Misdemeanor Arrests**

**Juvenile Felony Arrests**

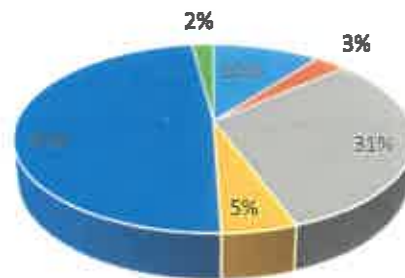
<u>Nov 23</u>	<u>FY 23-24 YTD</u>
5	14
12	22
0	1
8	10
2	3
20	30
2	5
25	47
2	2

FY 23-24 YTD



FY 23-24 YTD

- Juvenile Misdemeanor Cases Submitted to Juvenile Probation Department
- Juvenile Felony Cases Submitted to Juvenile Probation Department
- Juvenile Cases Submitted to Mission Municipal Court
- Juvenile Cases Submitted to JP Court
- Juvenile Misdemeanor Arrests
- Juvenile Felony Arrests





# Mission Police Department

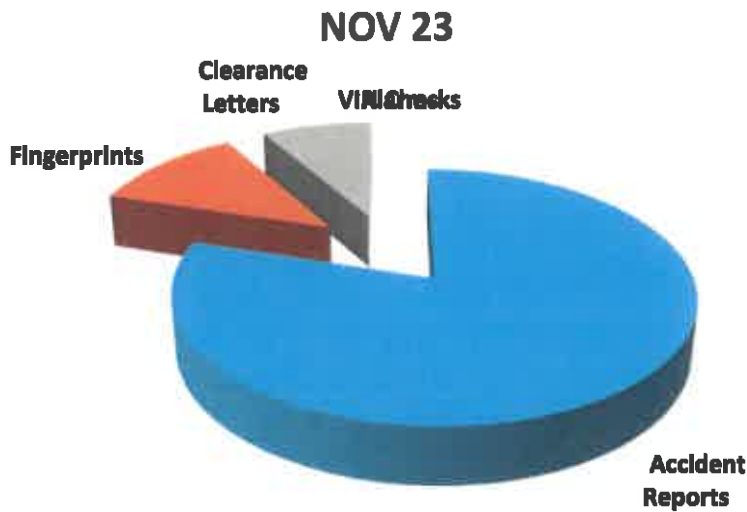
## Monthly Report for November 2023



### *Records Division*

The following entries from our records division are actual persons visiting the Mission Police Department facility to obtain copies of reports; getting fingerprinted; job applications; clearance letter for job applications; vehicle identification number clearance letters for people buying used motor vehicles; persons visiting our warrant officers, criminal investigations or administrative personnel for assistance in police related matters.

	<b>Nov 23</b>	<b>FY 23-24 YTD</b>
Accident Reports	95	182
Fingerprints	11	27
Clearance Letters	11	19
Alarms	0	0
VIN Checks	0	0
<b>TOTAL</b>	<b>117</b>	<b>228</b>

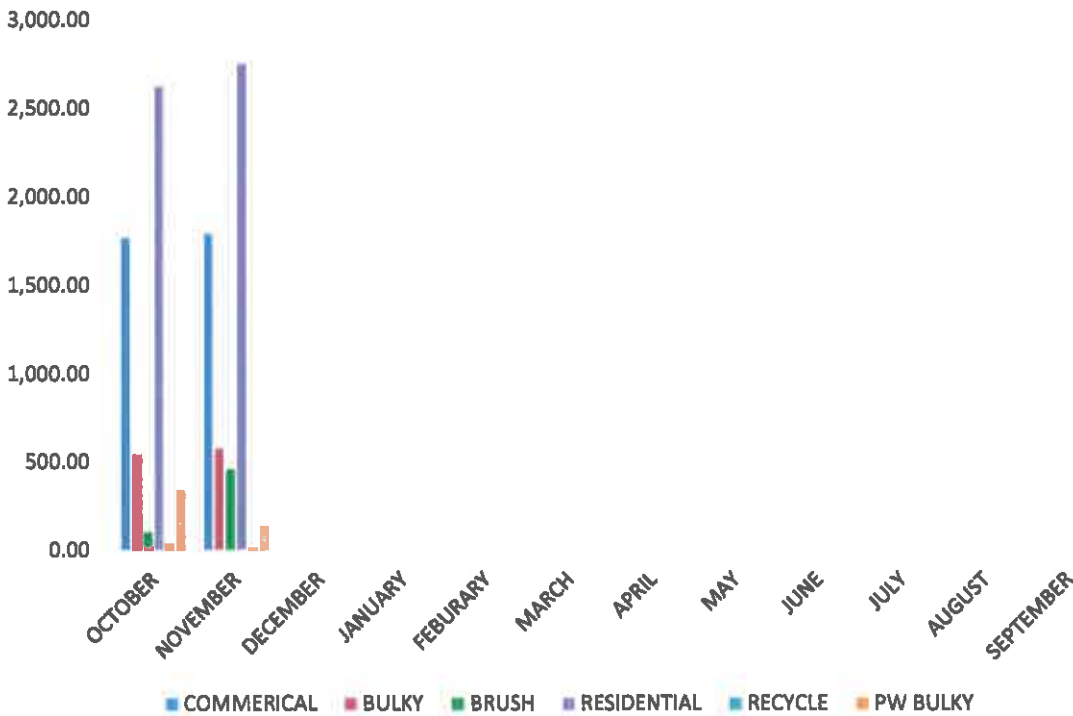


**SANITATION DEPARTMENT**

For the month of October, the City of Mission Sanitation Department disposed of a combined **5415.93** tons of trash/bulky items. In addition, a total of **7224** cubic yards of brush was collected at our sanitation landfill.

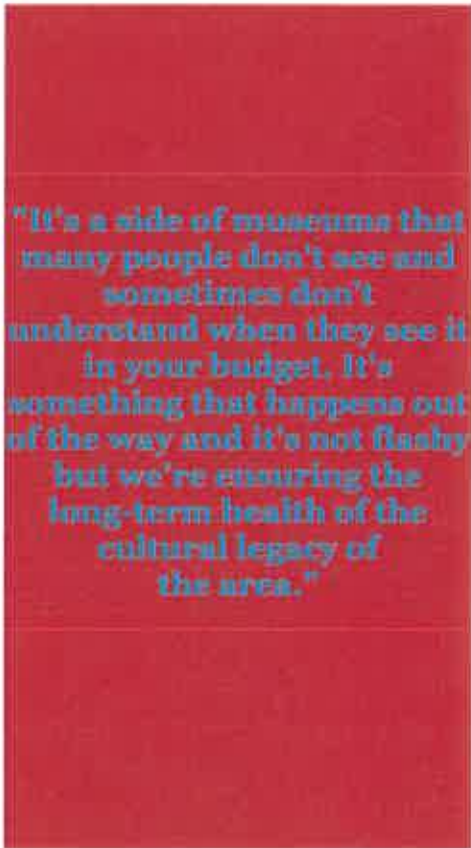
Month	TONS RESIDENTIAL	CUBIC YARDS BRUSH	TONS BULKY	TONS COMMERICAL	TONS BRUSH	TONS RECYCLE	TONS PW BULKY
OCTOBER	2,630.89	7,952.00	541.01	1,770.93	107.352	39.12	336.86
NOVEMBER	2,756.31	7224.00	580.63	1797.15	462.59	16.47	137.01
DECEMBER							
JANUARY							
FEBURARY							
MARCH							
APRIL							
MAY							
JUNE							
JULY							
AUGUST							
SEPTEMBER							
<b>Total</b>	<b>5387.2</b>	<b>15176</b>	<b>1121.64</b>	<b>3568.08</b>	<b>569.942</b>	<b>55.59</b>	<b>473.87</b>

**2023 - 2024 SANITATION PICK UP (TONS)**



# MISSION HISTORICAL MUSEUM

Departmental Report November 2023



## PERFORMANCE INDICATORS:

FY 2023-2024		
Performance Indicators	October	November
General Attendance	62	70
Programs	1,350	0
Tours	0	6
Social Media	19,420	1166
Outreach	0	90
Meetings Hosted	0	0
<b>Total:</b>	<b>20,832</b>	<b>1,332</b>

# of people served (November 1– November 30)

### Public and Educational Programs/Events

#### Past Programs/Events:

- Nov 17<sup>th</sup> Community Altar Exhibit Closes
- Nov Veteran's Day Events
- Nov Mayor's Christmas Tree Lighting

#### Upcoming Programs/Events:

- Dec 6<sup>th</sup> Holiday Exhibit Opens
- Dec 9<sup>th</sup> MHM Lecture Series
- Dec 21<sup>st</sup> Craft day

#### Other Items:

- Ongoing History of Mission Loteria (possible work with chamber)
- Ongoing TAMMIE award submission
- Ongoing Summer '24 Exhibit development
- Ongoing Quilt Show



**MEMORANDUM**

**TO: RANDY PEREZ, CITY MANAGER**  
**FROM: SUSANA DE LUNA, PLANNING DIRECTOR**  
**DATE: DECEMBER 8, 2023**  
**SUBJ: MONTHLY REPORT NOVEMBER 2023**

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

**NOVMEBER 2023**

**REZONINGS: 3**  
**CONDITIONAL USE PERMIT: 9**  
**HOMESTEAD APPROVALS: 0**  
**SUBDIVISIONS: 2**  
**SINGLE LOT VARIANCES: 0**  
**VARIANCES (ZBA): 0**  
**SITE PLAN APPROVALS: 1**  
**OTHER P&Z REQUESTS: 0**

**CODE ENFORCEMENT  
MONTHLY REPORT  
NOV 2023**

	<b>Notices Sent</b>
COMPLAINTS RECEIVED	88
WEEDY LOT LETTERS	27
PROPERTIES SENT TO MOWER'S LIST	16
PROPERTIES MOWED	15
SIGNS	104
JUNKED VEHICLES / BOATS	3
CONSTRUCTION W/OUT A PERMIT/SETBACKS	5
HEALTH & SANITATION/STAGNANT WATER/OVERGROWN VEG./GARBAGE/ DEAD TREES	17
HOME OCCUPATION	0
SIGHT OBSTRUCTION (SIDEWALKS / RIGHT-A-WAY)	6
UNSAFE/UNSECURED BLDG	3
DOUBLE OCCUPANCY/HOOKED UP RV	2
ILLEGAL DUMPING	0
NON RESIDENTIAL PARKING/SEMI TRUCKS	3
NO BUSINESS LICENSE/CUP REQ'D / NO GARAGE SALE PERMITS-WARNINGS 8	0
STORAGE OF VEHICLES/BOATS/TRAILERS	3
DEMOLITION FOR UNSAFE BUILDINGS	0
POTHOLES /PARKING LOT MAINTENANCE/LIGHTING	0
IPMC VIOLATIONS	3
ZBA VIOLATIONS / ZONING / DAILY VIOLATIONS	2
PARKING ON LAWN	20
CASES FILED IN COURT / PENDING APPROVAL WITH ATTORNEY 0	23
CASES SEEN IN COURT	51
CASES CLOSED	85
CALL IN'S	56
WALK-IN'S	12
311-COMPLAINTS	7
INTERNAL COMPLAINTS/ E-MAILS	13



**Building Permit and Inspections  
Activity Report for  
The Month of November 2023**

<b>Total # of Building Permits</b>	<b>Building Permit Value</b>	<b>Building Permit Fee</b>	<b>Types of Building Permits</b>
42	\$7,139,870.00	\$15,348.45	New Dwelling
1	\$1,000,000.00	\$9,820.48	Commercial
3	\$1,550,000.00	\$5,987.30	Assembly
			Apartments
			Warehouse
			Move Out Houses/Move Within
			Move In Houses
2	\$79,636.00	\$210.00	Move In Mobile Homes
			Schools
2	\$130,719.00	\$610.00	Swimming Pools
8	\$36,077.00	\$308.50	Sheds
			Signs
5	\$31,860.00	\$219.10	Fence
			Tower
			Gas Tanks Pumps
2	\$3,800.00	\$110.00	Demolition
			Water Well/Recreation Const.
<b>65</b>	<b>\$9,971,962.00</b>	<b>\$32,613.83</b>	<b>Totals</b>

<b>Additions / Remodeling</b>			
25	\$1,137,105.00	\$2,811.40	Residential Buildings
5	\$402,342.46	\$4,814.88	Commercial Buildings
			Apartment Buildings
			Assembly Buildings
			School Buildings
2	\$7,000.00	\$65.00	Awnings/Decks
13	\$75,900.00	\$1,553.50	Carports/Concrete
10	\$68,002.00	\$873.80	Porches/Driveways/Sidewalks
3	\$22,400.00	\$483.00	Garages/Canopies
			Hobby Shops
<b>58</b>	<b>\$1,712,749.46</b>	<b>\$10,601.58</b>	<b>Totals</b>

<b>Total Building Permits</b>	<b>123</b>
<b>Total Building Valuation</b>	<b>\$11,684,711.46</b>
<b>Total Building Permit Fees</b>	<b>\$43,215.41</b>

**Prepared By:** Rachel Alvarez  
**Date:** 12/1/2023

Page 2  
 Monthly Report for November 2023

**I. Permits Issued**

**A. Building**

Number	123
Value	<u>\$11,684,711.46</u>
Permit Fees	<u>\$43,215.41</u>

**B. Electrical, T-Pole, & T-Clear**

Number	146
Permit Fees	<u>\$18,985.00</u>

**C. Mechanical**

Number	76
Value	<u>\$519,188.42</u>
Permit Fees	<u>\$7,371.00</u>

**D. Plumbing, Gas & Sprinkler System**

Number	84
Permit Fees	<u>\$8,142.00</u>

**TOTALS**

<b>Total Permits Issued</b>	<b>429</b>
<b>Total Valuation</b>	<b><u>\$12,203,899.88</u></b>
<b>Total Permit Fees</b>	<b><u>\$77,713.40</u></b>

**II. Number of Inspections Conducted**

658

Monthly Report for November 2023

**III. Other Fees**

**A. Business License Application.**

Number	28
Permit Fees	<u>\$1,350.00</u>

**B. Garage Sale Permits**

Number	315
Permit Fees	<u>\$3,300.00</u>

**C. Health Cards**

Number	0
Permit Fees	<u>\$0.00</u>

**D. Bullder Registration**

Number	0
Permit Fees	<u>\$0.00</u>

**E. Electrician Registration**

Number	0
Permit Fees	<u>\$0.00</u>

**F. Plumbing Registration**

Number	0
Permit Fees	<u>\$0.00</u>

**G. Mechanical Registration**

Number	0
Permit Fees	<u>\$0.00</u>

**H. House Inspections**

Number	1
Permit Fees	<u>\$100.00</u>

**I. Planning & Zoning Applications**

Number	24
Permit Fees	<u>\$6,400.00</u>



## Information Technology

### *Departmental Report November 2023*

#### **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.

#### **Migrate PD Email**

Migrate PD Emails to Microsoft 365 @missiontexas.us. Complete.

#### **Barracuda Email Security**

Purchase and Configure barracuda email security for Microsoft 365. 90% Complete.

#### **Equip new and existing units with new Technology**

Equip units with In new in car video system, and tablet. 80% Complete

#### **Multifactor Authentication**

Purchase and configure Multi Factor Authentication to strengthen security posture. 20% Complete.

#### **Public Safety Application**

Migrate New World Enterprise PD application and data to new server environment and Upgrade to latest version. 20% Complete.

#### **Proximity Cards**

Issue new proximity cards to all staff to include PD and Fire. ID, Door Access, and Time Clock will be combined into one. 20% Complete.

#### **Public Safety #6**

Install and configure Telephones, AP's, Switches, Door access Control, Security Cameras, WAN Connectivity, and data drops. 90% Complete

# SPEER MEMORIAL LIBRARY

DOOR COUNT



NOVEMBER  
2023

16,471



6,719  
BOOKS CHECKED OUT



267

ADULT PROGRAM AUDIENCE



VOLUNTEER HOURS WORKED

278



TEENS PROGRAM AUDIENCE

16



66

GENERAL AUDIENCE

257



CHILDREN PROGRAM AUDIENCE

USE OUR  
ONLINE RESOURCES



[WWW.MISSION.LIB.TX.US](http://WWW.MISSION.LIB.TX.US)



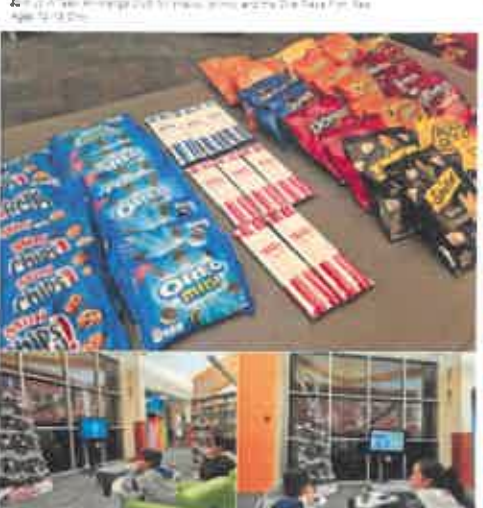
Spicer Memorial Library  
@SpicerMemorialLibrary  
Join us in the Children's Department today, 10:00 AM - 12:00 PM. We'll have fun with our new collection!



Spicer Memorial Library  
@SpicerMemorialLibrary  
Thanksgiving is right around the corner, so today we're celebrating with Turkey, corn, and all the things that go with it! We'll have fun with our new collection!



Spicer Memorial Library  
@SpicerMemorialLibrary  
Join us at the Teen Arrivage Club for music, games, and the Big Bang Potluck! Ages 12-18 Only.



Spicer Memorial Library  
@SpicerMemorialLibrary  
Favorite - November 2 - 2019

Today we made our own DIY Sugar Skull Dolls with our Teens. These would be a great addition to ofrendas, and celebrate Dia De Los Muertos. Thank you to our teens who participated today and got creative with their little catrinas.



Spicer Memorial Library  
@SpicerMemorialLibrary  
Favorite - November 2 - 2019

Today for Teen Arrivage Club, our teens voted on the songs they wanted to continue watching, and we also made our own watercolor prints! For the rest of November and December, we will be continuing and catching up to Fall & Winter while making some inspired crafts. So feel free to join us every Wednesday at 4:00 PM! Ages 12-18 Only!



Spicer Memorial Library  
@SpicerMemorialLibrary  
Favorite - November 2 - 2019

Today, at Teen Arrivage Club, we watched the 1st Term, and made our own watercolor prints! For the rest of November and December, we will be continuing and catching up to Fall & Winter while making some inspired crafts. So feel free to join us every Wednesday at 4:00 PM! Ages 12-18 Only!



Spicer Memorial Library  
@SpicerMemorialLibrary  
Favorite - November 2 - 2019

Longtime donor and avid reader, The Senior Volunteer of Elderly Ways to Stay active.



Spicer Memorial Library  
@SpicerMemorialLibrary  
Favorite - November 2 - 2019

Thank you to Don and Mimi Benitez for all the fun activities and food! We'll be back in December for coming out and reading to the children. We hope to see you again! Happy Thanksgiving!







# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023

**PRESENTED BY:** Susana De Luna, Planning Director

**AGENDA ITEM:** Conditional Use Permit: Mobile Food Truck – Rincon Tapatio, 2509 Colorado Street, Ste. 208, Lot 1, Block 2, Santa Lucia Development, C-3, Rincon Tapatio, LLC c/o Crystal A. Zavala, and Adoption of Ordinance#\_\_\_\_\_ - De Luna

### NATURE OF REQUEST:

On November 20, 2023 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, Fires, Health, etc.); and 3) Must acquire a business a license prior to occupancy.

**Departmental Approval:** N/A

**Advisory Board Recommendation:** P&Z Approval

**City Manager’s Recommendation:** Approval *RP*

**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 –  
RINCON TAPATIO AT 2509 COLORADO STREET, STE. 208, 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 November 20, 2023, 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, December 18, 2023, in the Council Chambers of the City Hall to consider the following conditional use permit:

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

<b>Legal Description</b>	<b>Type</b>	<b>Conditions of Approval</b>
2509 Colorado Street, Ste. 208 Lot 1, Block 2, Santa Lucia Development	Mobile Food Truck – Rincon Tapatio	1) 1 year re-evaluation in order to assess this new operation; 2) Must comply with all City Codes (Building, Fire, Health, etc.) and 3) Must acquire a business license prior to occupancy

READ, CONSIDERED AND PASSED, this the 18<sup>th</sup> day of December, 2023.

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

ATTEST:

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

**Started: 5:40 p.m.**

**Ended: 5:42 p.m.**

**Item #1.3**

**Conditional Use Permit:** Mobile Food Truck – Rincon Tapatio  
2509 Colorado Street, Ste. 208  
Lot 1, Block 2, Santa Lucia Development  
C-3  
Rincon Tapatio, LLC  
c/o Crystal A. Zavala

Ms. De Luna went over the write-up stating the subject site is located near the NW corner of Colorado and Taylor Road along the north side of Colorado Street. The applicant is leasing a space on the recently approved Mobile Food Park and would like to place her mobile food truck to offer a variety of tortas, tostadas, hamburgers, hotdogs and more. Access to the site will be provided off of Colorado or Taylor Road through existing 24' driveways.

- **Days & Hours of Operation:** Monday – Sunday from 8:00 am to 12:00 am
- **Employees:** 4
- **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.) and
- 3) Must acquire a business license prior to occupancy.

Chairwoman Izaguirre asked if there was any input in favor or against the request.

There was none.

Chairwoman Izaguirre entertained a motion to close the public hearing. Mrs. Garza moved to close the public hearing. Mr. Villarreal seconded the motion. Upon a vote, the motion passed unanimously.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Alaniz moved to the approve the conditional use permit as per staff's recommendation. Mr. Hardisen seconded the motion. Upon a vote, the motion passed unanimously.

**ITEM# 1.3**

**CONDITIONAL USE PERMIT:** Mobile Food Truck- Rincon Tapatio  
 2509 Colorado Street, Ste. 208  
 Lot 1, Block 2, Santa Lucia Development  
 C-3  
 Rincon Tapatio, LLC  
 c/o Crystal A. Zavala

**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 recently approved Mobile Food Park and would like to place her mobile food truck to offer a variety of tortas, tostadas, hamburgers, hotdogs and more. Access to the site will be provided off of Colorado or Taylor Road through existing 24' driveways.

- **Days & Hours of Operation:** Monday – Sunday from 8:00 am to 12:00 am
- **Employees:** 4
- **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.) and
- 3) Must acquire a business license prior to occupancy.

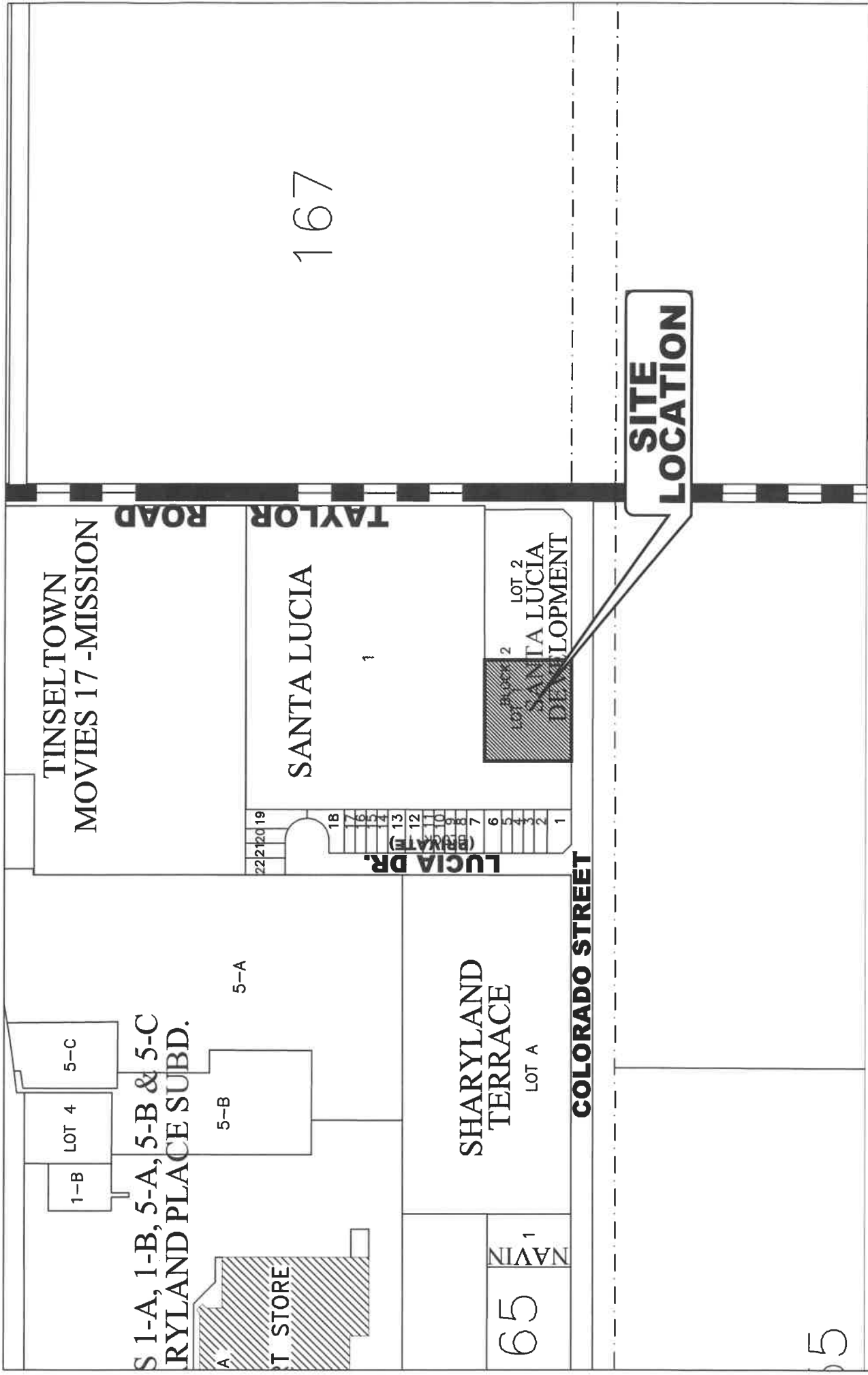


CITY OF MISSION  
HIDALGO COUNTY, TEXAS  
1201 E. 8th. Street  
MISSION, TX 78572  
PH: (956) 580-8672  
FAX: (956) 580-8680

5

117

**SITE LOCATION**



167

TINSELTOWN  
MOVIES 17 -MISSION  
ROAD

TAYLOR

SANTA LUCIA

1

LOT 2  
SANTA LUCIA  
DEVELOPMENT

LUCIA DR.  
19  
18  
17  
16  
15  
14  
13  
12  
11  
10  
9  
8  
7  
6  
5  
4  
3  
2  
1

SHARYLAND  
TERRACE  
LOT A

COLORADO STREET

LOT 4  
5-C

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

5-B  
5-A

REST STORE

65  
NAVIN  
1







# RINCON TAPATIO

MON - SUN 8 AM - 12 AM

## TORTAS SENCILLAS

TORTA DE JAMON	\$9.75
TORTA DE PIERNA	\$10.99
TORTA DE MILANESA	\$10.99
TORTA DE ADOBADA	\$10.99
TORTA DE POLLO	\$10.99

## TORTAS ESPECIALES

TORTA CHILANGA	\$12.99
TORTA CUBANA	\$12.99
TORTA LOCA	\$14.99
TORTA LA CHICKEN	\$12.99
TORTA DE PANELA	\$12.99
TORTA LA PURISIMA	\$13.99
TORTA LA TEJANA	\$12.99
HAMBURG - TORTA	\$12.99

## HAMBURGUESAS

HAMBURGUESA SENCILLAS	\$9.99
HAMBURGUESA MEXICANA	\$12.99

## HOT DOGS

HOT DOG MEXICANO	\$9.99
HOT DOG SENCILLO	\$9.99

## CALDOS DE LA CASA

CALDO DE RES	\$12.75
CALDO TLAPENO	\$12.75
MENUDO	\$12.75
BARBACOA	\$12.75
BIRRIA	\$12.75

## TOSTADAS

TOSTADA DE CUERITO	\$9.99
TOSTADA DE PATATA	\$10.99
TOSTADA DE LOMO	\$10.99
TOSTADA DE POLLO	\$9.99
TOSTADA MIXTA	\$12.99

## TACOS

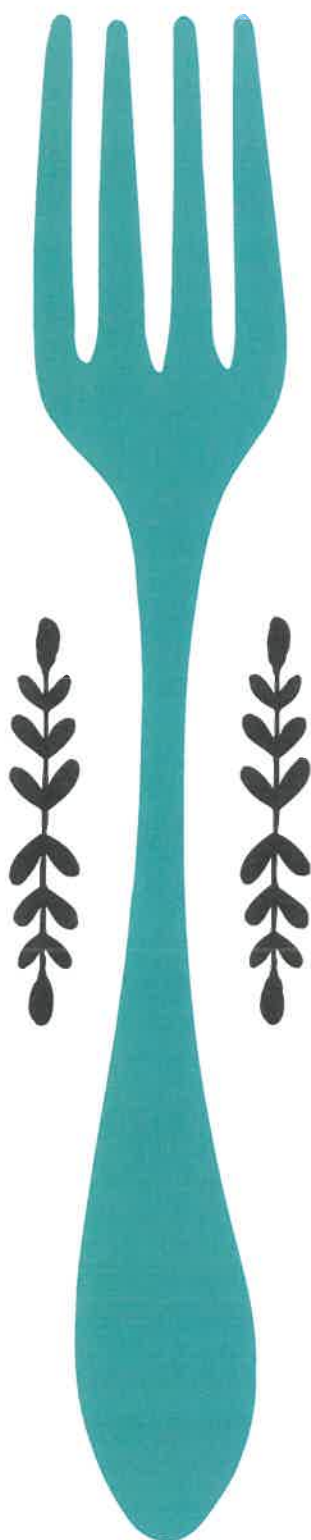
TACOS DE BIRRIA	\$12.75
-----------------	---------

## COMPLEMENTOS

PAPAS FRITAS
CHETOS CON QUESO
ENSALADA DE COL
PURE DE PAPA
COL DULCE

## BEBIDAS

REFRESCOA DE LATA	\$2.00
REFRESCOS MEIXANOS	\$3.50
AGUAS FRESCAS	\$4.50
BOTELLA DE AGUA	\$2.00



## Tortas sencillas

### *Torta de jamon*

*Mayonesa, jamon, queso  
Americano, lechuga, tomate, cebolla,  
, aguacate*

### *Torta de pierna*

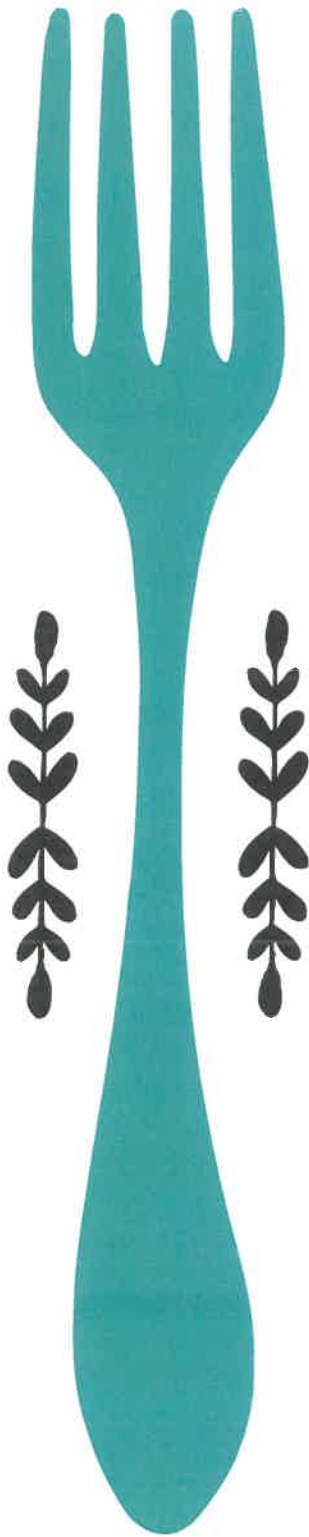
*Frijol, mayonesa, pierna de  
Puerco, lechuga, tomate, cebolla, a  
guacate*

### *Torta de milanesa*

*Frijol, mayonesa, milanesa de  
res, lechuga, tomate, cebolla,  
aguacate*

### *Torta de adobada*

*Frijol, mayonesa, carne de  
Puerco adobada, lechuga, tomate,  
cebolla, aguacate*



## ***Torta de pollo***

***frijol, mayonesa, pollo, lechuga,  
tomate, cebolla, aguacate***

## **tortas especiales**

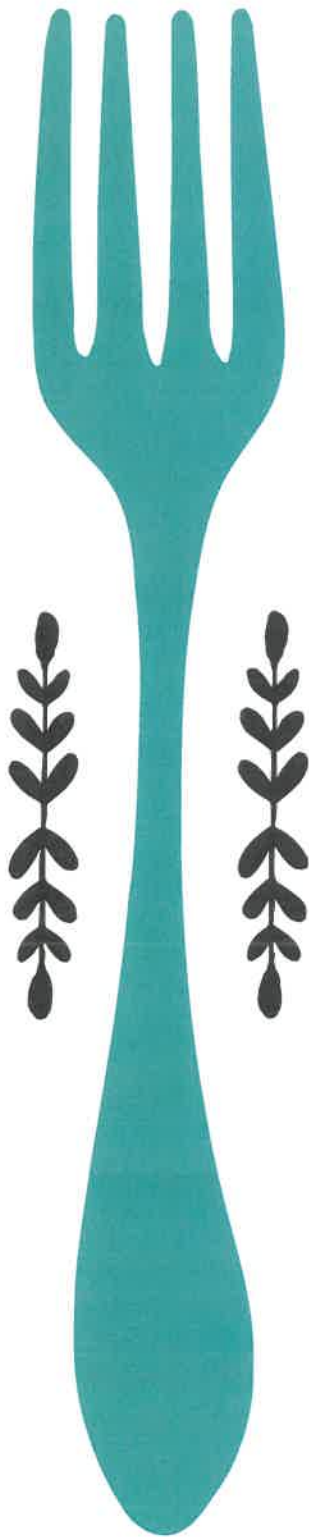
### ***torta chilanga***

***frijol, mayonesa, jamon, queso  
mozzarella, chorizo, bisteck***

### ***torta cubana***

***frijol, mayonesa, queso  
mozzarella, carne adobada,  
jamon, lechuga, tomate,  
cebolla, aguacate, piña***

***torta loca frijol, mayones,  
queso Americano, milanesa,  
pierna, jamon, salchicha, chorizo,  
huvo, lechuga, tomate, cebolla,  
aguacate***



### ***torta la chicken***

***milanesa de pollo, queso panela,  
mayonesa, cebolla asada, chile  
habanero, aderezo chipotle***

### ***torta de panela***

***queso panel, frijol,  
mayonesa, lechuga, tomate,  
cebolla***

### ***Torta la purisima***

***Aguacate, jamon, queso de  
Puerco, fiambre, queso panela,  
tomate, cebolla***

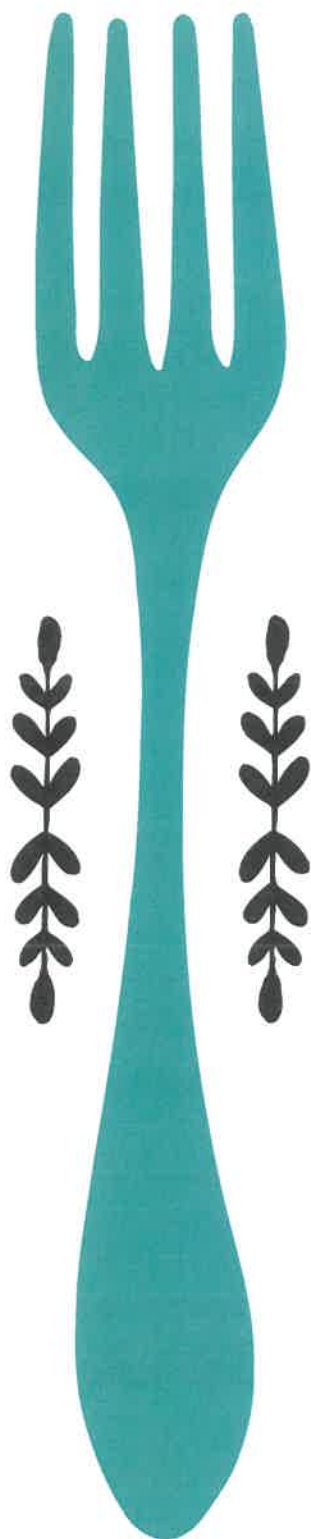
### ***Torta La tejana***

***Brisket, salsa bbq, ensalada de  
col, pepinillos, mayonesa***

### ***hamburg torta***

***frijol, mayonesa, queso  
Americano, carne de  
hamburguesa, tocino huevo,  
lechuga, tomate, cebolla,  
aguacate.***





## Hamburguesas

### *Hamburguesa sencilla*

*Carnede haburguesa, queso,  
Tomate, lechuga,cebolla*

### *Hamburguesa Mexicana*

*Carne de  
hamburguesa,queso,jamon  
Tocino,huevo,lechuga,tomate,  
Cebolla,aguacate*

## Hot dog

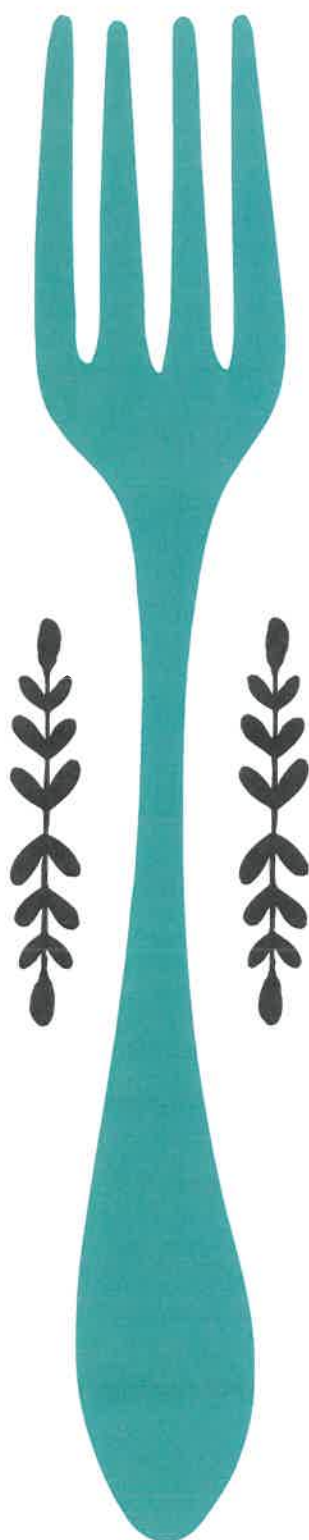
### *Hot dog mexicano*

*Salchicha,tocino,tomate,  
Cebolla*

### *Hot dog semcillo*

*Salchicha,tomate,cebolla*





## Complementos

*Papas fritas*

*Pure de papa*

*Chetos con queso*

*Ensalada verde*

*Ensalada de coditos*

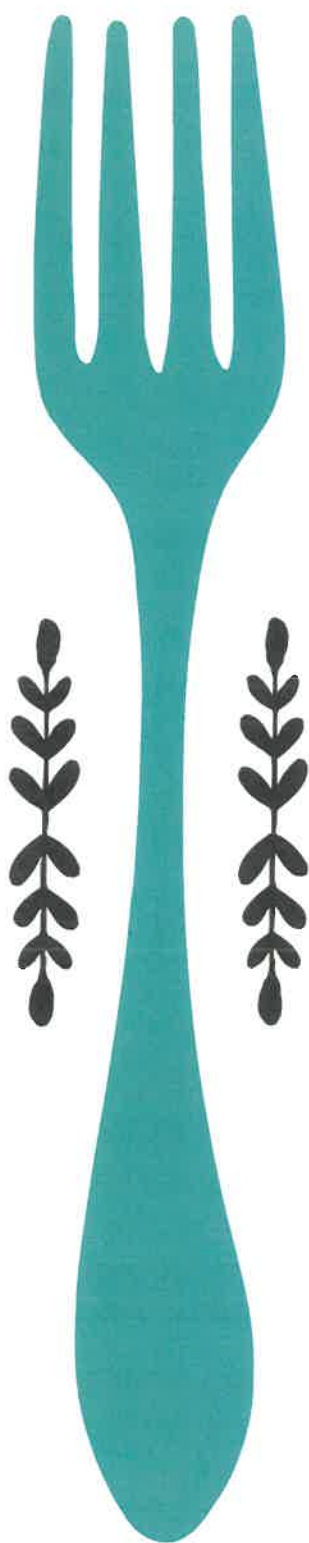
*Ensalada de col*

*Sopa del dia*

*Elote mexicano*

*Ensalada de uva*

***Todas las tortas van  
acompañadas de un  
complemento a elegir y  
salsa***



## ***Refrescos***

***Aguas fresca***

***Salsa verde***

***Salsa roja***

***Salsa de semilla***

## **Caldos de la casa**

***Caldo de res***

***Caldo tlapeño***

***Menudo***

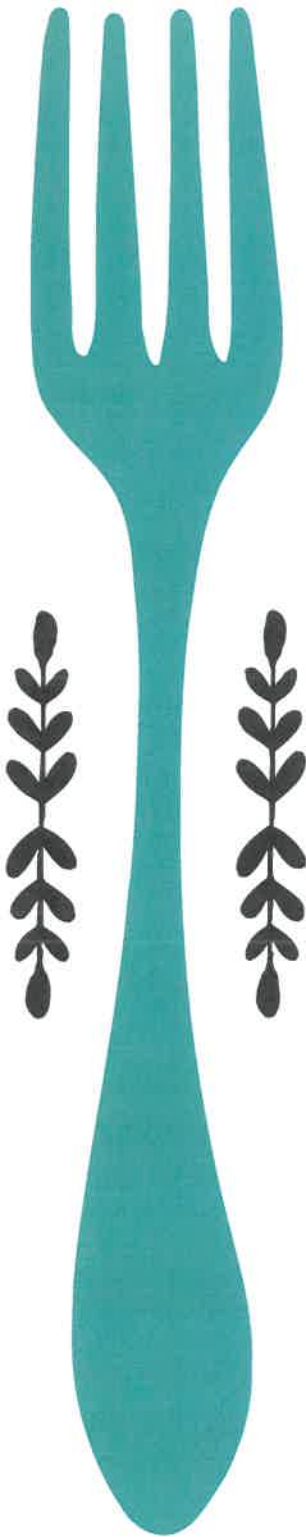
***Barbacoa***

***BIRRIA***

## **Tostadas**

***Tostada de cuerito***

***Frijol, cueritos de Puerco,  
lechuga, tomate, cebolla, salsa de  
tomate, crema , queso fresco***



### ***Tostada de pata***

***Frijol, pata de Puerco, lechuga, tomate, cebolla, salsa de tomate, crema , queso fresco***

### ***Tostada de lomo***

***Frijol, lomo de Puerco, lechuga, tomate, cebolla, salsa de tomate, crema , queso fresco***

### ***Tostada de pollo***

***Frijol, pollo, lechuga, tomate, cebolla, salsa de tomate, crema , queso fresco***

### ***Tostada mixta***

***Frijol, lomo , cuerito, pata , lechuga, tomate, cebolla, salsa de tomate, crema , queso fresco***

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

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

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

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

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

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

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

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

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

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

S1819-00-001-0009-00 ( 1071568)  
FALCON IVAN  
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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:** December 18, 2023

**PRESENTED BY:** Susana De Luna, Planning Director

**AGENDA ITEM:** Conditional Use Permit: Mobile Food Truck – Empanadas El Argentino, 2509 Colorado Street, Ste. 204, Lot 1, Block 2, Santa Lucia Development, C-3, Ana Serna De Lara, and Adoption of Ordinance#\_\_\_\_\_ - De Luna

### NATURE OF REQUEST:

On November 20, 2023 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, Fires, Health, etc.); and 3) Must acquire a business a license prior to occupancy.

**Departmental Approval:** N/A

**Advisory Board Recommendation:** P&Z Approval

**City Manager’s Recommendation:** Approval *RP*

**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 –  
EMPANADAS EL ARGENTINO AT 2509 COLORADO STREET, STE. 204, 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 November 20, 2023, 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, December 18, 2023, in the Council Chambers of the City Hall to consider the following conditional use permit:

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

<b>Legal Description</b>	<b>Type</b>	<b>Conditions of Approval</b>
2509 Colorado Street, Ste. 204 Lot 1, Block 2, Santa Lucia Development	Mobile Food Truck – El Argentino	1) 1 year re-evaluation in order to assess this new operation; 2) Must comply with all City Codes (Building, Fire, Health, etc.) and 3) Must acquire a business license prior to occupancy

READ, CONSIDERED AND PASSED, this the 18<sup>th</sup> day of December, 2023.

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

ATTEST:

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



**Started: 5:42 p.m.**

**Ended: 5:44 p.m.**

**Item #1.4**

**Conditional Use Permit:** Mobile Food Truck – Empanadas El Argentino  
2509 Colorado Street, Ste. 204  
Lot 1, Block 2, Santa Lucia Development  
C-3  
Ana Serna De Lara

Ms. De Luna went over the write-up stating the subject site is located near the NW corner of Colorado and Taylor Road along the north side of Colorado Street. The applicant is leasing a space on the recently approved Mobile Food Park and would like to place her mobile food truck to offer a variety of Empanadas. Access to the site will be provided off of Colorado or Taylor Road through existing 24' driveways.

- **Days & Hours of Operation:** Monday – Saturday from 5:30 pm to 10:30 pm
- **Employees:** 3-4
- **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.) and
- 3) Must acquire a business license prior to occupancy.

Chairwoman Izaguirre asked if there was any input in favor or against the request.

There was none.

Chairwoman Izaguirre entertained a motion to close the public hearing. Mr. Hardisen moved to close the public hearing. Mrs. Austin seconded the motion. Upon a vote, the motion passed unanimously.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Alaniz moved to the approve the conditional use permit as per staff's recommendation. Mr. Hardisen seconded the motion. Upon a vote, the motion passed unanimously.

**ITEM# 1.4**

**CONDITIONAL USE PERMIT:** Mobile Food Truck- Empanadas El Argentino  
 2509 Colorado Street, Ste. 204  
 Lot 1, Block 2, Santa Lucia Development  
 C-3  
 Ana Serna De Lara

**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 recently approved Mobile Food Park and would like to place her mobile food truck to offer a variety of Empanadas. Access to the site will be provided off of Colorado or Taylor Road through existing 24' driveways.

- **Days & Hours of Operation:** Monday – Saturday from 5:30 pm to 10:30 pm
- **Employees:** 3-4
- **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.) and
- 3) Must acquire a business license prior to occupancy.

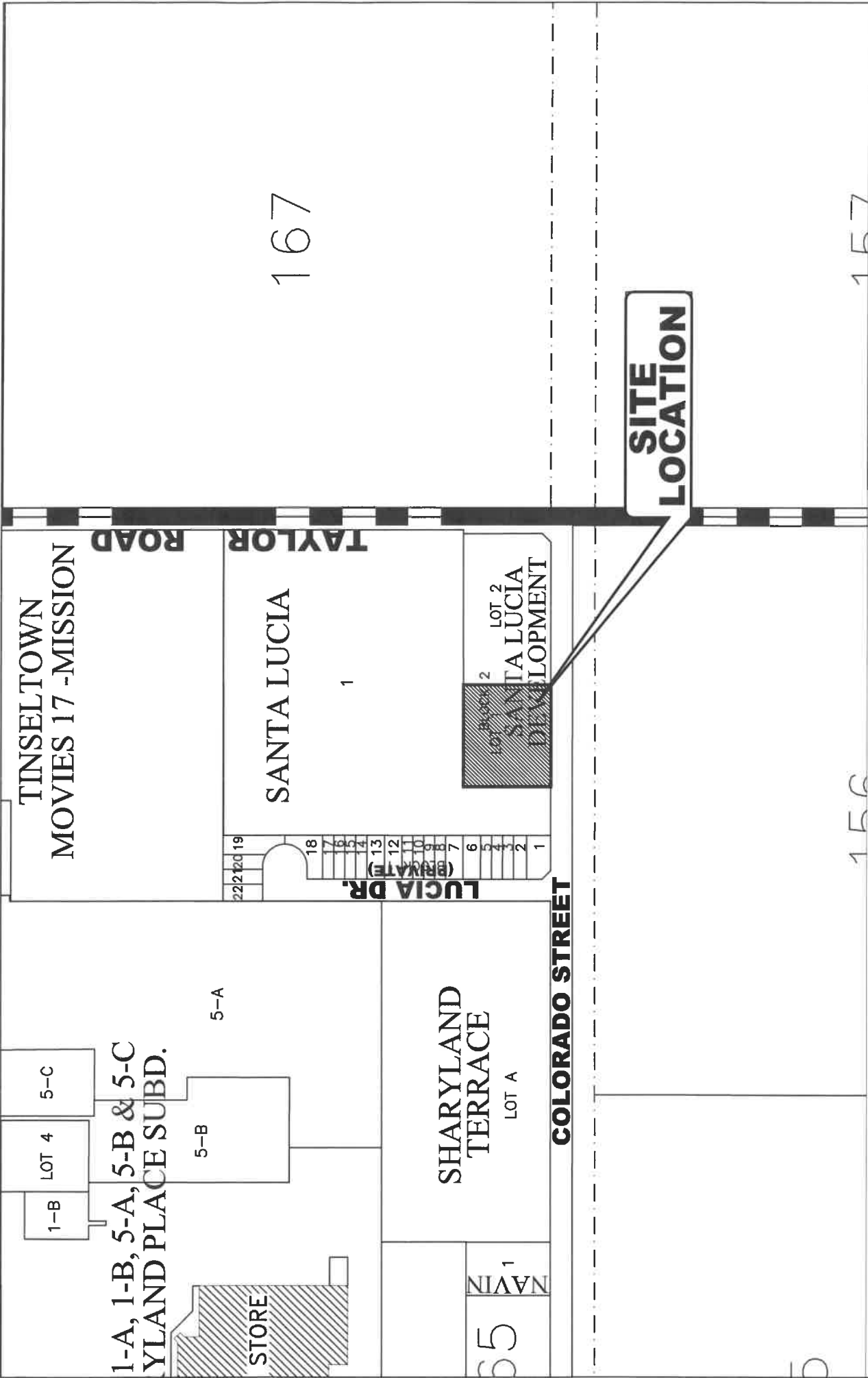


**CITY OF MISSION**  
HIDALGO COUNTY, TEXAS  
1201 E. 8th. Street  
MISSION, TX 78572  
PH: (956) 580-8672  
FAX: (956) 380-8660

157

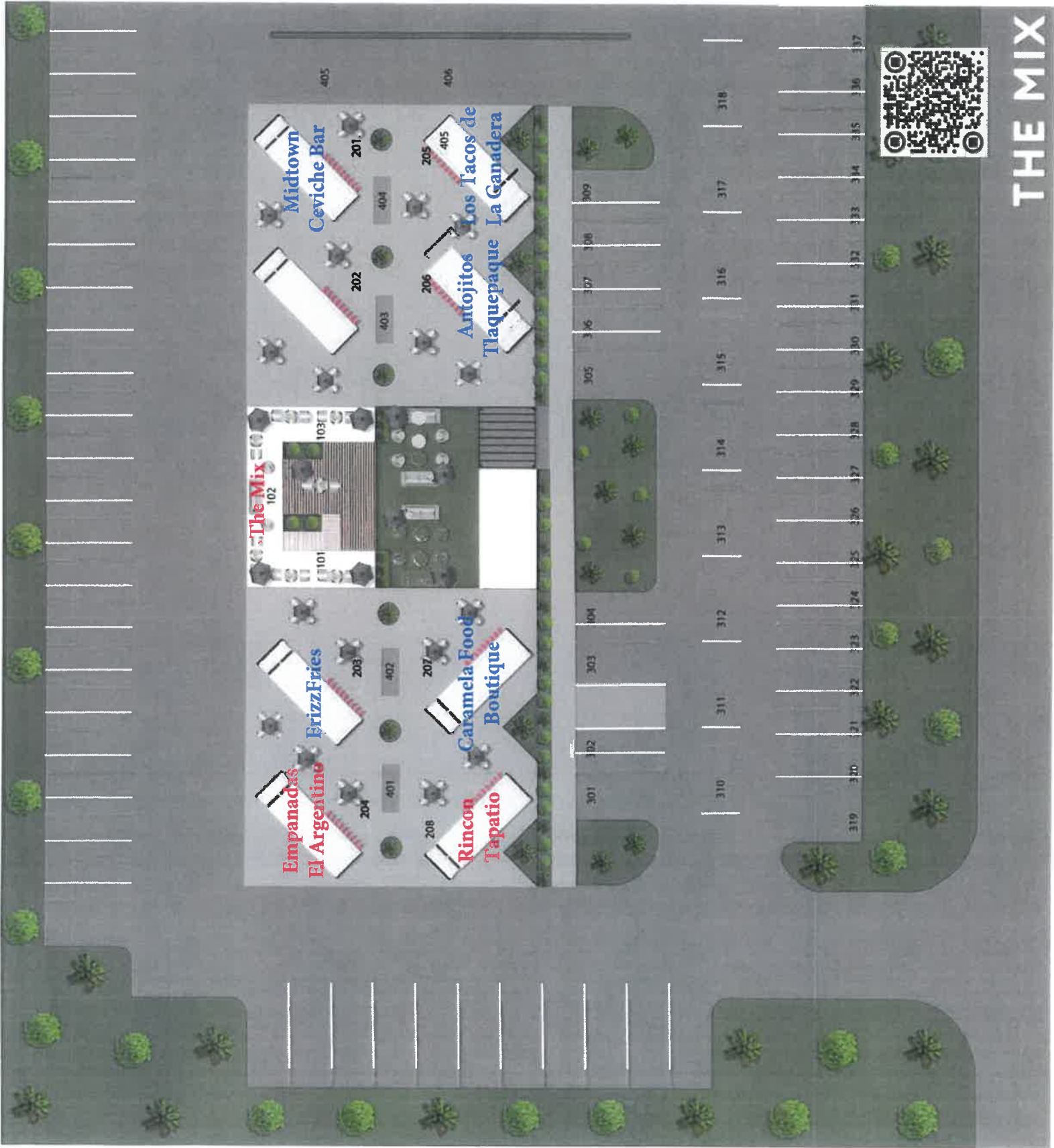
156

**SITE  
LOCATION**









Sabor  
Autentico!

# EMPANADAS EL ARGENTINO

## EMPANADAS

### TRADITIONAL- TRADICIONAL

Ground beef, onion, green olive, boiled egg, spices

### CHICKEN - POLLO

Chicken breast, black olives, red & yellow bell pepper, green onions, spices

### TUCUMANA

Cubed beef, green onion, boiled egg, spices

### SALTENA

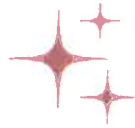
Cubed beef, potatoes, green onion, egg, spices

### SPINACH - ESPINACA

Spinach, mozzarella & cream cheese, egg, spices

### HAM & CHEESE - JAMÓN Y QUESO

Ham, mozzarella cheese



## KIDS

### HOT DOG

### PEPPERONI PIZZA SLICE

### KIDS SIDE OPTIONS

Pringles or Mandarin Oranges Cup

### CHORIPAN SANDWICH

Grilled Argentine sausage on french bread, mayo, chimichurri, and side of fresh-cut french fries or salad

### SIDES

SALAD - spring mix, tomatoes, olive oil

FRENCH FRIES - fresh-cut

## ALFAJORES

### CORNSTARCH ALFAJOR

Two cornstarch cookies filled with dulce de leche and decorated with shredded coconut. No hydrogenated oil



### WHITE CHOCOLATE ALFAJOR

Two cookies filled with dulce de leche covered with white chocolate. Without hydrogenated oil.



### DARK CHOCOLATE ALFAJOR

Two cookies filled with dulce de leche covered with semi bitter chocolate. Without hydrogenated oil.



## SPICY or NON-SPICY

### CHIMICHURRI SAUCE

Herbs, Spices, and Olive Oil

### CRIOLLA SAUCE

Purple Onion, Red & Green bell pepper, tomato, Vinegar, Olive oil, spices

### Can Soda

Coke, Sprite, Coke Zero, Dr. Pepper

### Bottle Soda

Coke, Sprite, Coke Zero, Dr. Pepper

### Mexican Bottle Sodas

Joya: Manzana, Fresa, Ponche, Fresca Toronja, Coca

### Fiji Water

### Apple & Eve Juice Box

Apple, Very Berry, Fruit Punch



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

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

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

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

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

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

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

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

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

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

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

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

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

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

S1819-00-002-0001-00 ( 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:** December 18, 2023

**PRESENTED BY:** Susana De Luna, Planning Director

**AGENDA ITEM:** Conditional Use Permit: To Move-In a Home on Property Zoned R-4 (Mobile & Modular Home), 1432 E. Santa Maria Drive, Unit H1, Lot 1, Block H, Wintergreen Estates, R-4, Pamela Johnson, and Adoption of Ordinance#\_\_\_\_ - De Luna

### NATURE OF REQUEST:

On November 20, 2023 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site is located at the SW corner of Santa Maria and Yosemite Drive along the south side of Santa Maria Drive within the Wintergreen Estates. 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 for life of use subject to being transferable to others.

**Departmental Approval:** N/A

**Advisory Board Recommendation:** P&Z Approval

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

**RECORD OF VOTE:**

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

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

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

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS  
GRANTING A CONDITIONAL USE PERMIT TO MOVE IN A HOME ON PROPERTY  
ZONED R-4 (MOBILE & MODULAR HOME) AT 1432 E. SANTA MARIA DRIVE,  
UNIT H1, LOT 1, BLOCK H, WINTERGREEN ESTATES**

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of November 20, 2023, 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, December 18, 2023, in the Council Chambers of the City Hall to consider the following conditional use permit:

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

<b>Legal Description</b>	<b>Type</b>	<b>Conditions of Approval</b>
1432 E. Santa Maria Drive, Unit H1 Lot 1, Block H, Wintergreen Estates	To Move In a Home on Property Zoned R-4 (Mobile & Modular Home)	1) Life of Use 2) Transferable to others

READ, CONSIDERED AND PASSED, this the 18<sup>th</sup> day of December, 2023.

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

ATTEST:

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

**ITEM# 1.5**

**CONDITIONAL USE PERMIT:** To Move-In a Home on Property Zoned  
R-4 (Mobile & Modular Home)  
1432 E. Santa Maria Drive, Unit H1  
Lot 1, Block H, Wintergreen Estates  
R-4  
Pamela Johnson

**REVIEW DATA**

The subject site is located at the SW corner of Santa Maria and Yosemite Drive along the south side of Santa Maria Drive within the Wintergreen Estates Mobile Home Park –see **vicinity map**. Mrs. Johnson desires a CUP to be allowed to move-in a home. The R-4 zone typically only allows mobile homes and RV's as the primary structure unless a CUP is awarded by the City, but they must comply with the R-1 setback requirements. Staff notes that if the request is approved they would still need to seek a variance for the setback and square footage requirements.

**REVIEW COMMENTS:** Staff notes that two other similar requests have been approved within the subdivision for Lot 2, Block K and Lot 5, Block F. Staff mailed out 58 notices to property owners within 200' radius for input in regards to this item. Staff has not received any comments in favor or against this request.

**RECOMMENDATION:** Staff recommends approval for life of use subject to being transferable to others.



**CITY OF MISSION**  
 HIDALGO COUNTY, TEXAS  
 1201 E. 8th Street  
 MISSION, TX 78572  
 PH: (956) 580-6672  
 FAX: (956) 580-6680

Item 13.





**ROOF FRAMING PLAN**  
SCALE: 1/2" = 1'-0"

NOTE: 8" X 16" METAL VENTS

NOTE: ALUMINUM RIBbed VENTS

2X8 REMOVE RAFTER

2X6 RAFTERS SET @ 24" O.C.

**VENT CALCULATIONS**

1.5 SF = 100% DEEP TOTAL VENT AREA

1.5 SF TOTAL VENT AREA = 8' 2" X 24" GUTTER AREA

2.5 SF TOTAL VENT AREA = 6' 6" X 24" VENT + 1 JOBBY VENT BOARD

PROPOSED = 1.5 SF METAL VENTS

NOTE: FRONT DOORS MUST BE SAFETY / IMPACT RESISTANT & PER ANY DOOR MANUFACTURER'S INSTRUCTIONS FOLLOW ANY GLASS ACCORDING TO THE IBC 2018 SECTION 709.1

NOTE: ALL FIBER GLASS WINDOWS SHALL BE SAFETY GLAZING / IMPACT RESISTANT PER IBC 2018 SECTION 709.1

NOTE: ALL GLAZING OPENINGS SHALL HAVE LIFT-UP GLAZING.

**(TYPICAL) SIDING WALL SECTION**

**(TYPICAL) INTERIOR WALL SECTION**

**PROPOSED RESIDENCE**

CADD NO. 4	SHEET NO. 5
DATE: OCT. 4, 2023	DATE: OCT. 4, 2023
DRAWN BY: LR	DATE: OCT. 4, 2023
AREA NO. 12.12B	DATE: OCT. 4, 2023
AREA NO. 12.12B	DATE: OCT. 4, 2023

4675 BOCA CHICA BLVD.  
HOUSTON, TEXAS 77021  
TEL: (281) 995-1364

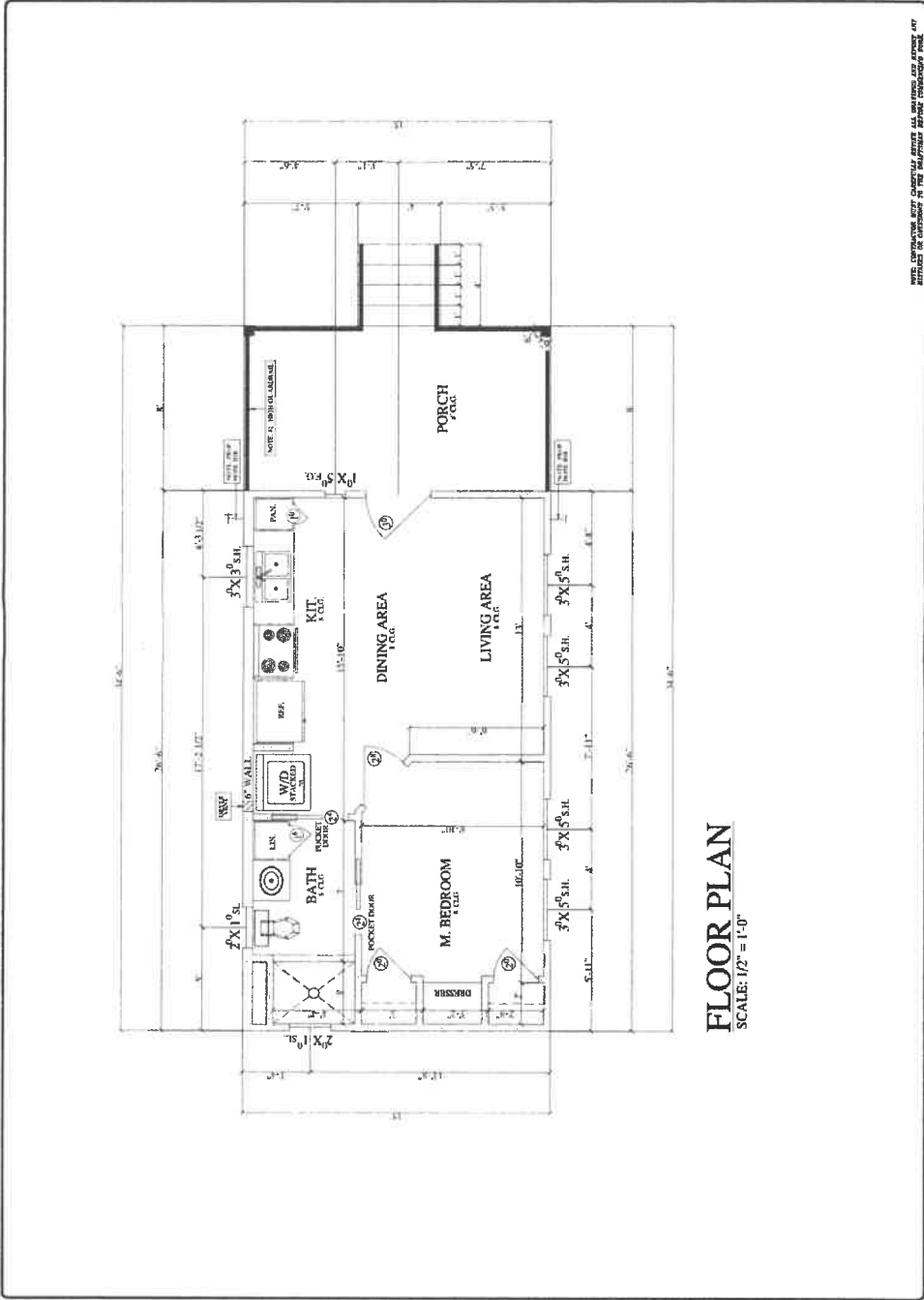
HOUSERS PLANS

LYNCH AREA 1213 S.F.

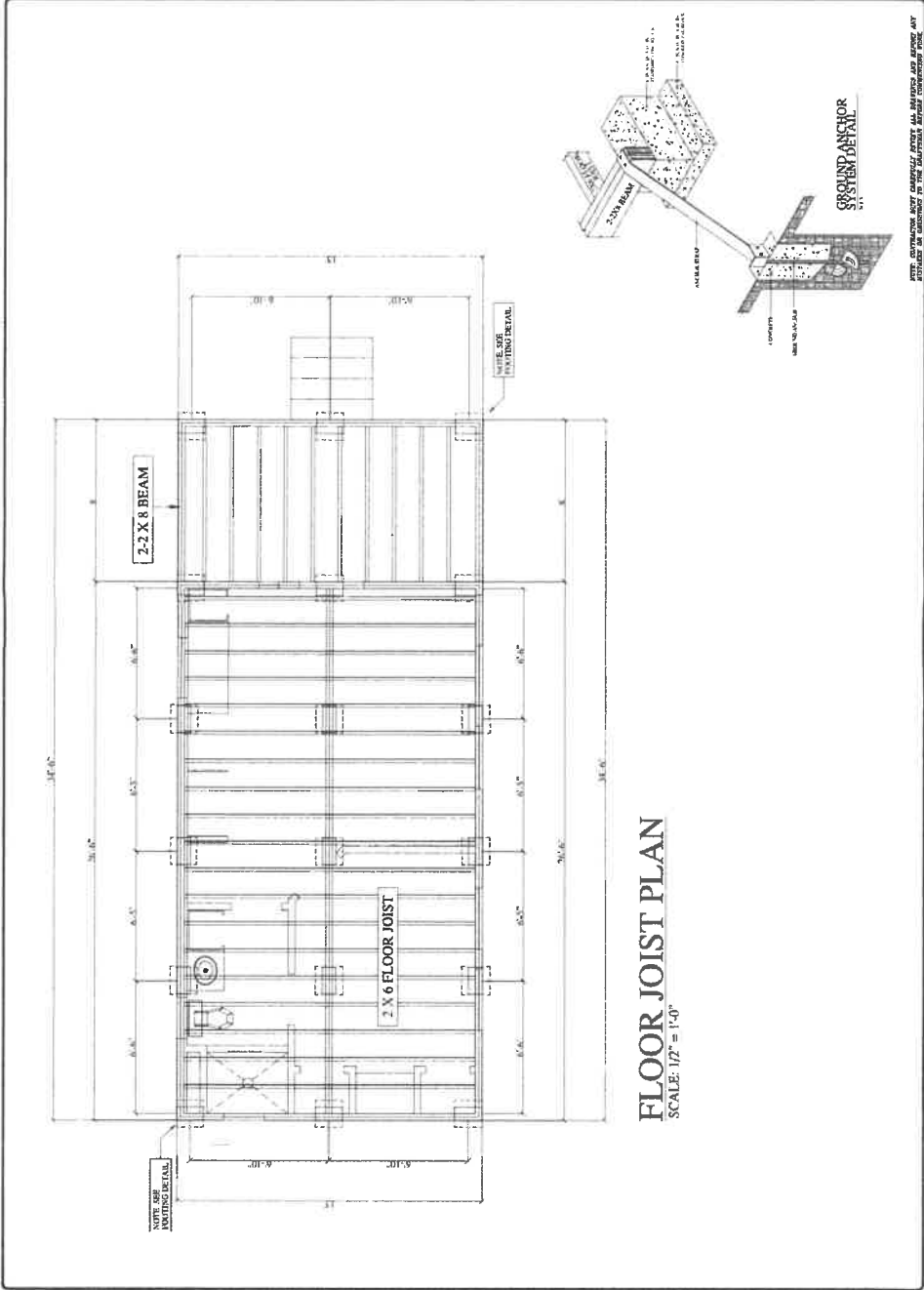
RANCH AREA 1173 S.F.

TOTAL AREA 2386 S.F.

HOUSE PLANS 4555 BRUCK CHURCH BLVD BIRMINGHAM, AL 35241 TEL: (205) 955-1344	LIVING AREA 1305 S.F.	PROPOSED RESIDENCE	DATE: OCT. 4, 2021	SHEET NO. <b>2</b>	JOB NO. 18-3391	CAD NO. 4
	PORCH AREA 517 S.F.		TOTAL AREA 517 S.F.	DRAWN BY: J.B.	DESIGNER	

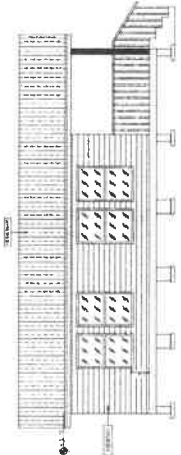


	LIVING AREA 1704.5 SF	DATE: OCT. 4, 2023	SHEET NO. <b>3</b>
	PORCH AREA 517.5 SF	DRAWN BY: J.R.	CAD NO. 4
<b>PROPOSED RESIDENCE</b>			

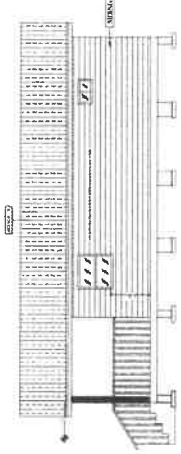


JR HOUSE PLANS 4675 BICKA CIRCLE BLDG BROWNSVILLE TEXAS 77811 TEL. (361) 205-2341	LIVING AREA 1200 SF PORCH AREA 317 SF TOTAL AREA 1517 SF	PROPOSED RESIDENCE	
		DATE: OCT. 4, 2021	SHEET NO. <b>1</b>
LIVING AREA 1200 SF PORCH AREA 317 SF TOTAL AREA 1517 SF		JOB NO. JR 2201 CAD NO. 4	DRAWN BY: JLB CHECKED BY:


PROPOSED RESIDENCE



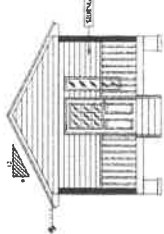
**FRONT ELEVATION**  
SCALE: 1/4" = 1'-0"



**REAR ELEVATION**  
SCALE: 1/4" = 1'-0"



**LEFT ELEVATION**  
SCALE: 1/4" = 1'-0"



**RIGHT ELEVATION**  
SCALE: 1/4" = 1'-0"

NOTE: CONTRACTOR MUST VERIFY ALL DIMENSIONS AND APPROVE ANY  
DIFFERENCES OR MODIFICATIONS TO THIS SET BEFORE BEGINS CONSTRUCTION.



M5200-00-164-0016-00 ( 239745)  
 HIDALGO COUNTY TRUSTEE  
 PO BOX 178  
 EDINBURG TX 78540

M5200-00-164-0017-00 ( 239746)  
 PABANT LLC  
 1800 CYNTHIA LN  
 PALMHURST TX 78573

M5200-00-165-0001-00 ( 239747)  
 DILLARD GILBERT JR  
 2809 PUEBLO DEL NORTE CT  
 MISSION TX 78574

M5200-00-165-0002-00 ( 239748)  
 OJEDA JUAN MIGUEL  
 C/O JUAN DE DIOS OJEDA  
 914 N SAINT MAIRE ST  
 MISSION TX 78572

M5200-00-165-0004-00 ( 239749)  
 ECLIPSE USA LLC  
 PO BOX 2122  
 MCALLEN TX 78505

M5200-00-165-0009-00 ( 239750)  
 LEAL JAVIER & MARIA  
 1612 ISSAAC DR  
 MISSION TX 78573

M5200-00-165-0012-00 ( 239751)  
 A+ APPLETREE ACADEMY LLC  
 619 E 9TH ST  
 MISSION TX 78572

M5200-00-167-0003-00 ( 239762)  
 RIVERA ROBERT L  
 1014 N KERALUM AVE  
 MISSION TX 78572

M5200-00-167-0004-00 ( 239763)  
 AUSTIN ALEXANDER WALTER AKA WAI  
 501 N CONWAY AVE  
 MISSION TX 78572

M5200-00-167-0005-00 ( 239764)  
 AUSTIN ALEXANDER WALTER AKA WALTER  
 501 N CONWAY AVE  
 MISSION TX 78572

M5200-00-167-0007-00 ( 239765)  
 RINTER NATIONAL BANK  
 C/O CARLOS GARZA  
 1801 S 2ND ST SUITE 540  
 MCALLEN TX 78503

M5200-00-168-0001-00 ( 239767)  
 VIVIAN DALIA  
 1018 N SAINT MARIE ST  
 MISSION TX 78572

M5200-00-168-0002-00 ( 239768)  
 ROBLEDO ERIC  
 1014 N SAINT MARIE ST  
 MISSION TX 78572

W6800-00-00G-0001-00 ( 329745)  
 CLEM RAYMOND EDDIE  
 5575 SHELBY 307  
 CLARENCE MO 63437

W6800-00-00H-0001-00 ( 329769)  
 PUCHNER BARBARA  
 500 N BRYAN RD D-3  
 MISSION TX 78572

W6800-00-00H-0002-00 ( 329770)  
 FRANZEN DONALD J AND SHARON J  
 1506 COOLIDGE ST  
 NEW HOLSTEIN WI 53061

W6800-00-00H-0003-00 ( 329771)  
 ELLINGSON DAVID W & DEBRA K  
 39783 APPLE VALLEY RD  
 ORTONVILLE MN 56278

W6800-00-00H-0004-00 ( 329772)  
 RAMIREZ JAVIER L & MARIA E RAMIREZ  
 206 TEODORA DR  
 RIO GRANDE CITY TX 78582

W6800-00-00H-0005-00 ( 329773)  
 RAMIREZ JAVIER L & MARIA E  
 206 TEODORA DR  
 RIO GRANDE CITY TX 78582

W6800-00-00H-0006-00 ( 329774)  
 MENTZER FREDERICK S & CATHERINE R  
 500 N BRYAN RD LOT 13  
 MISSION TX 78572

W6800-00-00H-0007-00 ( 329775)  
 BOLLER MARVIN L & EDITH  
 500 N BRYAN RD LOT H-7  
 MISSION TX 78572

W6800-00-00H-0008-00 ( 329776)  
 KAISER PHYLLIS & BUNNY POZEHL  
 500 N BRYAN RD LOT H-9  
 MISSION TX 78572

W6800-00-00H-0017-00 ( 329785)  
 BOLLER MARVIN L & EDITH  
 500 N BRYAN RD LOT H-7  
 MISSION TX 78572

W6800-00-00H-0018-00 ( 329786)  
 RODRIGUEZ MARTIN D & NANCY  
 4402 JAY CT  
 MCALLEN TX 78504

W6800-00-00H-0019-00 ( 329787)  
 STEWART DIANA & DENNIS HEATON  
 500 N BRYAN RD N-15  
 MISSION TX 78572

W6800-00-00H-0020-00 ( 329788)  
 MOE MATHEW HANNES & LINDA DIANE  
 500 N BRYAN RD UNIT H20  
 MISSION TX 78572

W6800-00-00H-0021-00 ( 329789)  
 MOE MATHEW HANNES & LINDA D  
 500 N BRYAN RD UNIT H20  
 MISSION TX 78572

W6800-00-00H-0022-00 ( 329790)  
 BARRETT DEAN PATRICK & NANCY CAROL  
 N8340 HWY 53  
 TREGO WI 54888

W6800-00-00H-0023-00 ( 329791)  
 THOMPSON RALPH & CHARLENE  
 14512 SHORELINE LN  
 LAKE PARK MN 56554

W6800-00-00H-0024-00 ( 329792)  
 JOHNSON DONALD  
 500 N BRYAN RD H24  
 MISSION TX 78572



W6800-00-00L-0009-00 ( 329857)  
MULLIN MICHAEL P & SANDRA L  
14362 DAGGETT PINE RD NO 107  
CROSSLAKE MN 56442

W6800-00-00L-0010-00 ( 329858)  
NELSON TIMOTHY R & MICHELE M  
20108 ABILENE LANE  
CORCORAN MN 55340

W6800-00-00L-0011-00 ( 329859)  
REED BERTICE & ROSELLA  
MEGAN MOORE  
500 N BRYAN RD  
MISSION TX 78572

W6800-00-00L-0012-00 ( 329860)  
RODGERS JAMES V & CAROL A  
178 N 5000 W RD  
KANKAKEE IL 60901

W6800-00-00L-0013-00 ( 329861)  
MENTZER FREDERICK & CATHERINE  
500 N BRYAN RD LOT L13  
MISSION TX 78572

W6800-00-00L-0014-00 ( 329862)  
MENTZER FREDERICK & CATHERINE  
500 N BRYAN RD LOT L13  
MISSION TX 78572

W6800-00-00L-0015-00 ( 329863)  
ALCAZAR AMADO & MARIA CECILIA  
PO BOX 1106  
MISSION TX 78573

W6800-00-00L-0016-00 ( 329864)  
ALCAZAR AMADO & CECILIA  
PO BOX 1106  
MISSION TX 78573

W6800-00-00L-0017-00 ( 329865)  
GRIFFIN REGINA MARLENE  
PO BOX 80338  
MIDLAND TX 79708

W6800-00-00M-0008-00 ( 329880)  
MUNDT JAMES I & JUDITH A  
500 N BRYAN RD UNIT NO M-8  
MISSION TX 78572

W6800-00-00M-0009-00 ( 329881)  
CHRISTOPHERSON GERALD C & CAROL M  
FAMILY LIVING TRUST  
6130 COUNTY ROAD 11 NW  
ALEXANDRIA MN 56308

W6800-00-00M-0010-00 ( 329882)  
WILLIAMS CHRIS & TINA  
7871 SUDBURY LN  
ADA MI 49301

W6800-00-00M-0011-00 ( 329883)  
SMITH KAREN A & GARY W  
500 N BRYAN RD UNIT M11  
MISSION TX 78572

W6800-00-00M-0012-00 ( 329884)  
PINNEN DONALD JAMES & MARIA EUGENIA  
500 N BRYAN LOT M-12  
MISSION TX 78572

W6800-00-00M-0013-00 ( 329885)  
BIR JAMES E & KAREN  
500 N BRYAN RD M13  
MISSION TX 78572

W6800-00-00M-0014-00 ( 329886)  
LANDREY PATRICK & MARCELLA  
500 N BRYAN RD UNIT NO M14  
MISSION TX 78572

W6800-00-00M-0015-00 ( 329887)  
LEA CHARLES J JR & GLORIA D  
500 N BRYAN RD N8  
MISSION TX 78572

W6800-00-00M-0016-00 ( 329888)  
DANSON KURT WALLACE & KAREN ANN  
500 N BRYAN M-16  
MISSION TX 78572

W6800-00-00M-0017-00 ( 329889)  
BALSER STEVE  
1509 ST AUGUSTINE M-17  
MISSION TX 78572

W6800-00-00N-0008-00 ( 329904)  
LEA CHARLES J JR & GLORIA D  
500 N BRYAN RD N-8  
MISSION TX 78572

W6800-00-00N-0009-00 ( 329905)  
PRIEBE DAVID WILLIAM & NANCY MARII  
2881 140TH ST  
FREDERIC WI 54837

W6800-00-00N-0010-00 ( 329906)  
VOGELSANG DONALD L & MARGARET  
14121 N RIVER BEACH DR  
CHILLICOTHE IL 61523

W6800-00-00N-0011-00 ( 329907)  
BOOTH GORDON E  
2506 STATE ROAD 87  
CUSHING WI 54006

W6800-00-00N-0012-00 ( 329908)  
GOODWIN GLYNN S & CYNTHA S  
1048 BERMUDA DR  
EDWARDSVILLE IL 62025

W6800-00-00N-0013-00 ( 329909)  
PETERSON DAYTON O & KAREN K  
PO BOX 214  
GROVE CITY MN 56243

W6800-00-00N-0014-00 ( 329910)  
BENJAMIN LILI MELISSA & MICHAEL WAVE  
GARY D LEATHERMAN & ANDREA B  
500 N BRYAN ROAD N-14  
MISSION TX 78572

W6800-00-00N-0015-00 ( 329911)  
STEWART DIANE  
500 N BRYAN LOT N - 15  
MISSION TX 78572

W6800-00-00N-0016-00 ( 329912)  
PETIT BETTY A  
500 N BRYAN RD UNIT 16  
MISSION TX 78572

**Started: 5:44 p.m.**

**Ended: 5:45 p.m.**

**Item #1.5**

**Conditional Use Permit:** To Move-In a Home on Property Zoned  
R-4 (Mobile & Modular Home)  
1432 E. Santa Maria Drive, Unit H1  
Lot 1, Block H, Wintergreen Estates  
R-4  
Pamela Johnson

Ms. De Luna went over the write-up stating the subject site is located at the SW corner of Santa Maria and Yosemite Drive along the south side of Santa Maria Drive within the Wintergreen Estates Mobile Home Park. Mrs. Johnson desires a CUP to be allowed to move-in a home. The R-4 zone typically only allows mobile homes and RV's as the primary structure unless a CUP is awarded by the City, but they must comply with the R-1 setback requirements. Staff notes that if the request is approved they would still need to seek a variance for the setback and square footage requirements.

**REVIEW COMMENTS:** Staff notes that two other similar requests have been approved within the subdivision for Lot 2, Block K and Lot 5, Block F. Staff mailed out 58 notices to property owners within 200' radius for input in regards to this item. Staff has not received any comments in favor or against this request.

**RECOMMENDATION:** Staff recommends approval for life of use subject to being transferable to others.

Chairwoman Izaguirre asked if there was any input in favor or against the request.

There was none.

Chairwoman Izaguirre entertained a motion to close the public hearing. Mrs. Austin moved to close the public hearing. Mr. Hardisen seconded the motion. Upon a vote, the motion passed unanimously.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mrs. Garza moved to the approve the conditional use permit as per staff's recommendation. Mrs. Austin seconded the motion. Upon a vote, the motion passed unanimously.



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023

**PRESENTED BY:** Susana De Luna, Planning Director

**AGENDA ITEM:** Conditional Use Permit: Sports Complex Facility, 2513 Victoria Avenue, Lot 2, Hampton Inn & Suites, C-3, South Texas Development & Construction, and Adoption of Ordinance#\_\_\_\_\_ - De Luna

### NATURE OF REQUEST:

On November 20, 2023 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site is located approximately 435' west of Taylor Road along the north side of Victoria Avenue. 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 for life of use subject to: 1) Compliance with the Building, Fire and Sign Codes; 2) Must comply with 6' buffer requirement; 3) Must comply with noise ordinance; and 4) Acquisition of a business license.

**Departmental Approval:** N/A

**Advisory Board Recommendation:** P&Z Approval

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

**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 SPORTS COMPLEX FACILITY  
AT 2513 VICTORIA AVENUE, LOT 2, HAMPTON INN & SUITES**

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of November 20, 2023, 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, December 18, 2023, in the Council Chambers of the City Hall to consider the following conditional use permit:

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

<b>Legal Description</b>	<b>Type</b>	<b>Conditions of Approval</b>
2513 Victoria Avenue Lot 2, Hampton Inn & Suites	Sports Complex Facility	1) Life of Use 2) Compliance with the Building, Fire and Sign Codes; 3) Must comply with noise ordinance; 4) Acquisition of a business license

READ, CONSIDERED AND PASSED, this the 18<sup>th</sup> day of December, 2023.

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

ATTEST:

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

**Started: 5:45 p.m.**

**Ended: 5:48 p.m.**

**Item #1.6**

**Conditional Use Permit:** Sports Complex Facility  
2513 Victoria Avenue  
Lot 2, Hampton Inn & Suites  
C-3  
South Texas Development & Construction

Ms. De Luna went over the write-up stating the subject site is located approximately 435' west of Taylor Road along the north side of Victoria Avenue. The applicant is proposing to construct a 1,500 square foot 2-story Sports Complex Facility that would include the following: A Pro Shop, 7-padel courts, 5-pickel courts, lobby, office, storage areas, bar area and terrace. Access to the site will be via a 40' access driveway off of Victoria Avenue. Staff notes that if the applicant wants to offer alcoholic beverages in his venue he would require a conditional use permit.

- **Section 1.43-C-3(General Business)(3)(g)** states that "Amusement parks, circus or carnival grounds, commercial amusement, or recreation development, or other temporary structure used for temporary purposes" are allowed with a Conditional Use Permit.
- **Hours of Operation:** Monday – Saturday from 6 am to 10 pm and Sunday from 6 am to 6 pm
- **Staff:** 10 employees
- **Parking & Landscaping:** In reviewing the site plan, the applicant is proposing a total of 56 parking spaces including 4 for handicap. Landscaping and lighting will need to be complied with.
- **Other Requirements:** Must continue to comply with all Building, Fire and Health Codes. All commercial properties adjoining any residential use must install a 6' solid buffer along the perimeter of the property.

**REVIEW COMMENTS:** Staff mailed out 25 notices to property owners within 200' radius and staff has not received any comments in favor or against the request. Staff notes that this sport has become popular and is in demand. The applicant did share that he has another location in the City of McAllen that has been operation without any issues.

**RECOMMENDATION:** Staff recommends approval for life of use subject to:

- 1) Compliance with the Building, Fire and Sign Codes.
- 2) Must comply with 6' buffer requirement.
- 3) Must comply with noise ordinance, and
- 4) Acquisition of a business license.

Chairwoman Izaguirre asked if there was any input in favor or against the request.

There was none

Chairwoman Izaguirre entertained a motion to close the public hearing. Mr. Sanchez moved to close the public hearing. Mrs. Austin seconded the motion. Upon a vote, the motion passed unanimously.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Villarreal moved to the approve the conditional use permit as per staff's recommendation. Mr. Hardisen seconded the motion. Upon a vote, the motion passed unanimously.

**ITEM# 1.6**

**CONDITIONAL USE PERMIT:** Sports Complex Facility  
 2513 Victoria Avenue  
 Lot 2, Hampton Inn & Suites  
 C-3  
 South Texas Development & Construction

**REVIEW DATA**

**SITE:** The subject site is located approximately 435’ west of Taylor Road along the north side of Victoria Avenue —see **vicinity map**. The applicant is proposing to construct a 1,500 square foot 2-story Sports Complex Facility that would include the following: A Pro Shop, 7-padel courts, 5-pickel courts, lobby, office, storage areas, bar area and terrace. Access to the site will be via a 40’ access driveway off of Victoria Avenue. Staff notes that if the applicant wants to offer alcoholic beverages in his venue he would require a conditional use permit.

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- **Hours of Operation:** Monday – Saturday from 6 am to 10 pm and Sunday from 6 am to 6 pm
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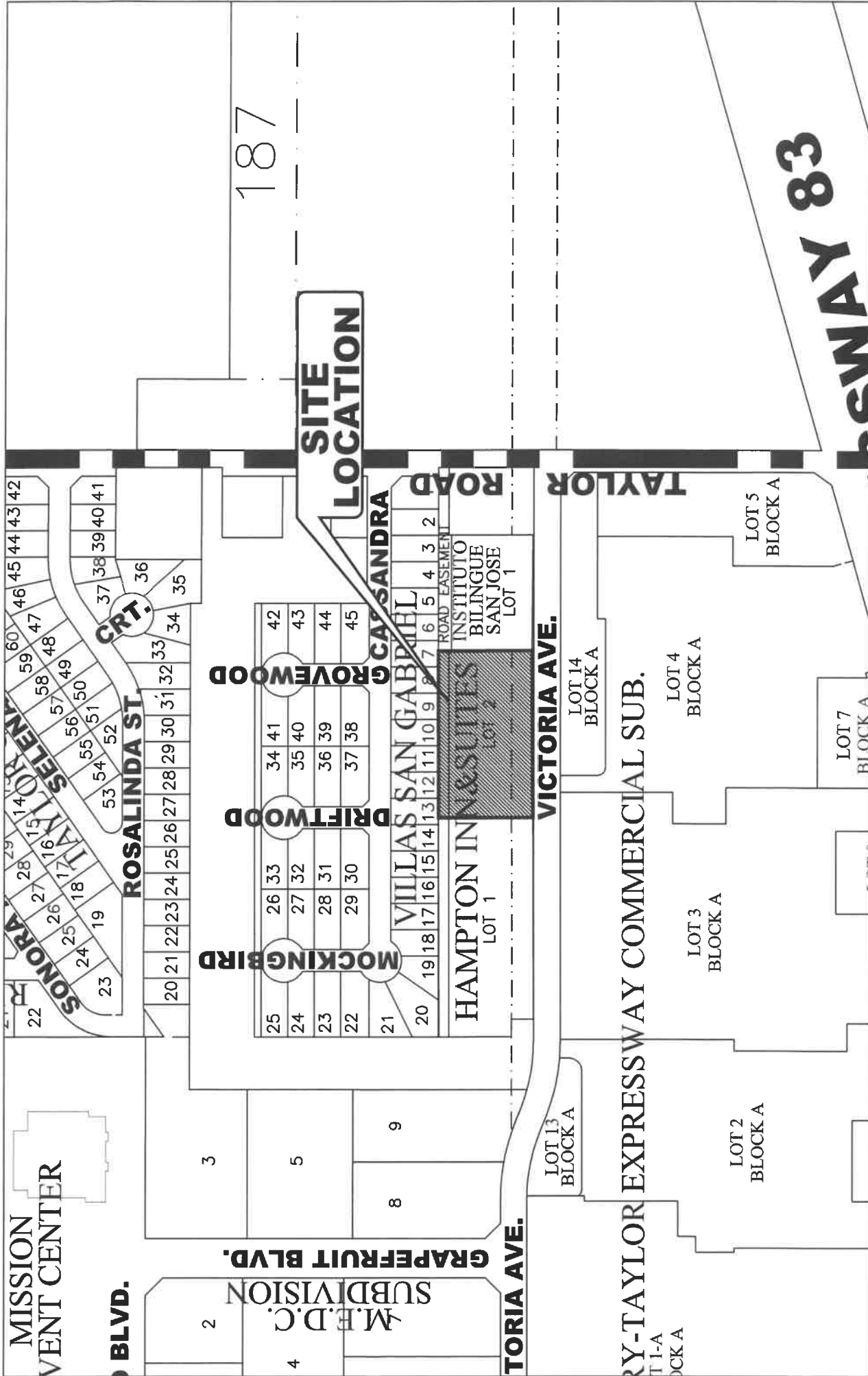
**RECOMMENDATION:** Staff recommends approval for life of use subject to:

- 1) Compliance with the Building, Fire and Sign Codes.
- 2) Must comply with 6’ buffer requirement.
- 3) Must comply with noise ordinance, and
- 4) Acquisition of a business license.





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



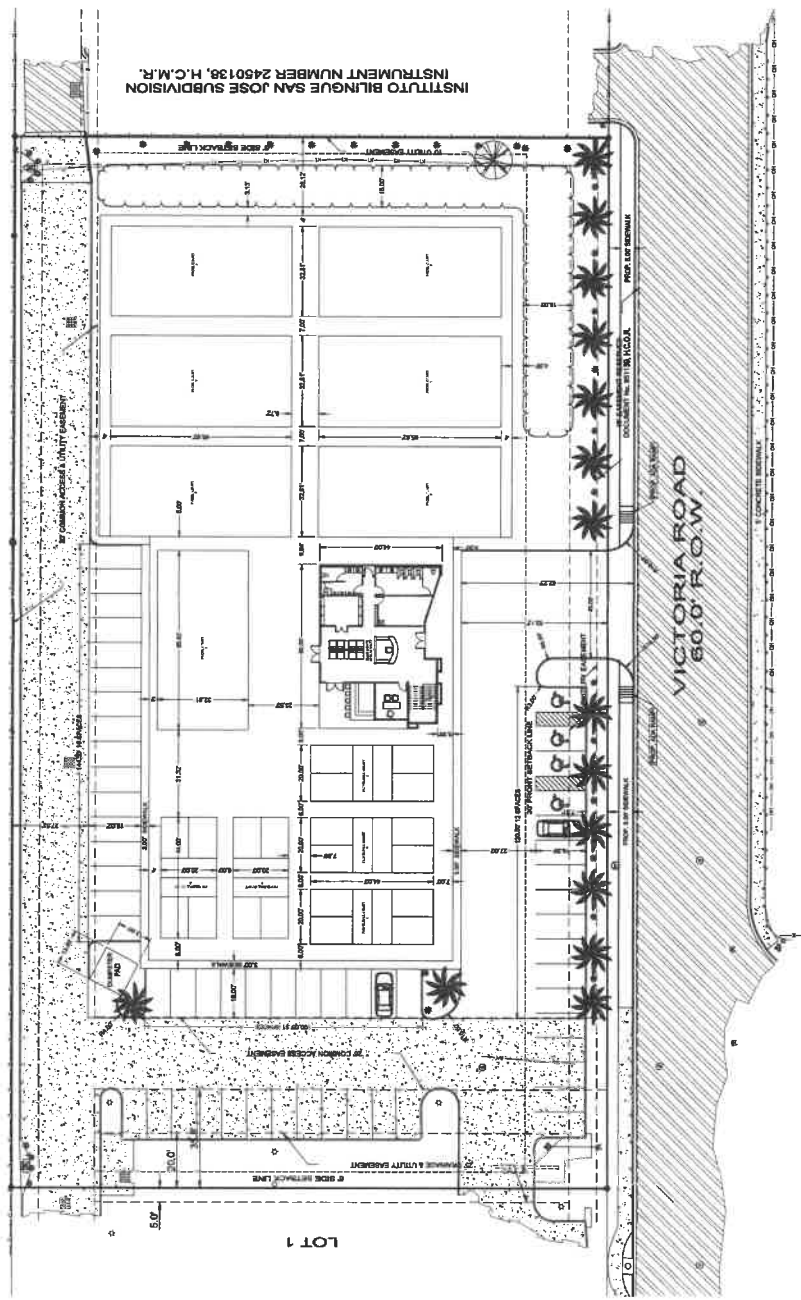
83



SHEET 2 OF 8  
**I.F.P. SET**  
 PROJECT: RGV PADEL SPORTS COMPLEX  
 LOCATION: MISSION, TEXAS  
 DATE: 11/16/2023  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 SCALE: 1" = 30'  
 PROJECT NO.: 23066.00  
 SHEET NO.: 02



LOT 186  
 JOHN H. SHARY SUBDIVISION  
 VOLUME 1, PAGE 17, H.C.M.R.



- LEGEND**
- 1. ROADWAY
  - 2. SIDE WALK
  - 3. SIDE DRIVE
  - 4. SIDE DRIVE
  - 5. SIDE DRIVE
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  - 100. SIDE DRIVE

Y:\Miscellaneous-Engineering\Other-Misc\23066--South Tx,Dev--RGV Padel Sports Complex\Access Files\23066.00-4.dwg\_11/16/2023 9:31:17 AM\_DWG To PDF.pcl

**REVISIONS**

NO.	DATE	DESCRIPTION

**HERE**

DESIGNER: **HERE**

DATE: 10/15/10

SCALE: 1/4" = 1'-0"

PROJECT: **PADEL CLUB**

CLIENT NAME: **FAM. RONQUILLO**

ADDRESS: **LOT 2, VICTORIA ROAD, MISSION, TX**

DATE: 04/10/2009 09:47:57 P.M.

CHGNO: **REV.3**

SHEET: **A.03**

Scale: 1/4" = 1'-0"

**SOUTH TEXAS**

**REVISIONS**

NO. \_\_\_\_\_

AREA \_\_\_\_\_

DATE \_\_\_\_\_

SCALE: 1/4" = 1'-0"

**FLOOR PLAN**

**PADEL CLUB**

**FAM. RONQUILLO**

**LOT 2, VICTORIA ROAD, MISSION, TX**

**REV.3**

**A.03**

Scale: 1/4" = 1'-0"

**REVISIONS**

NO. \_\_\_\_\_

AREA \_\_\_\_\_

DATE \_\_\_\_\_

SCALE: 1/4" = 1'-0"

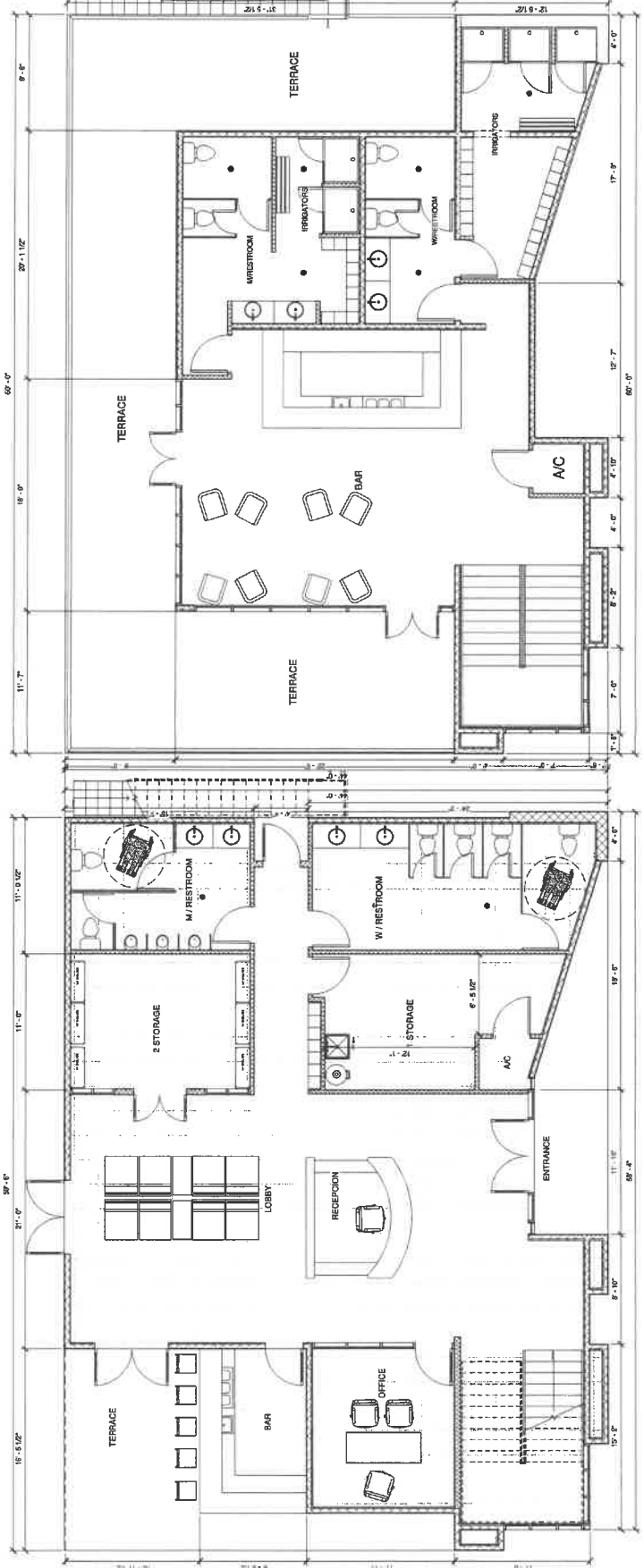
**REVISIONS**

NO. \_\_\_\_\_

AREA \_\_\_\_\_

DATE \_\_\_\_\_

SCALE: 1/4" = 1'-0"



① L1E2  
1/4" = 1'-0"

② L1E2  
1/4" = 1'-0"



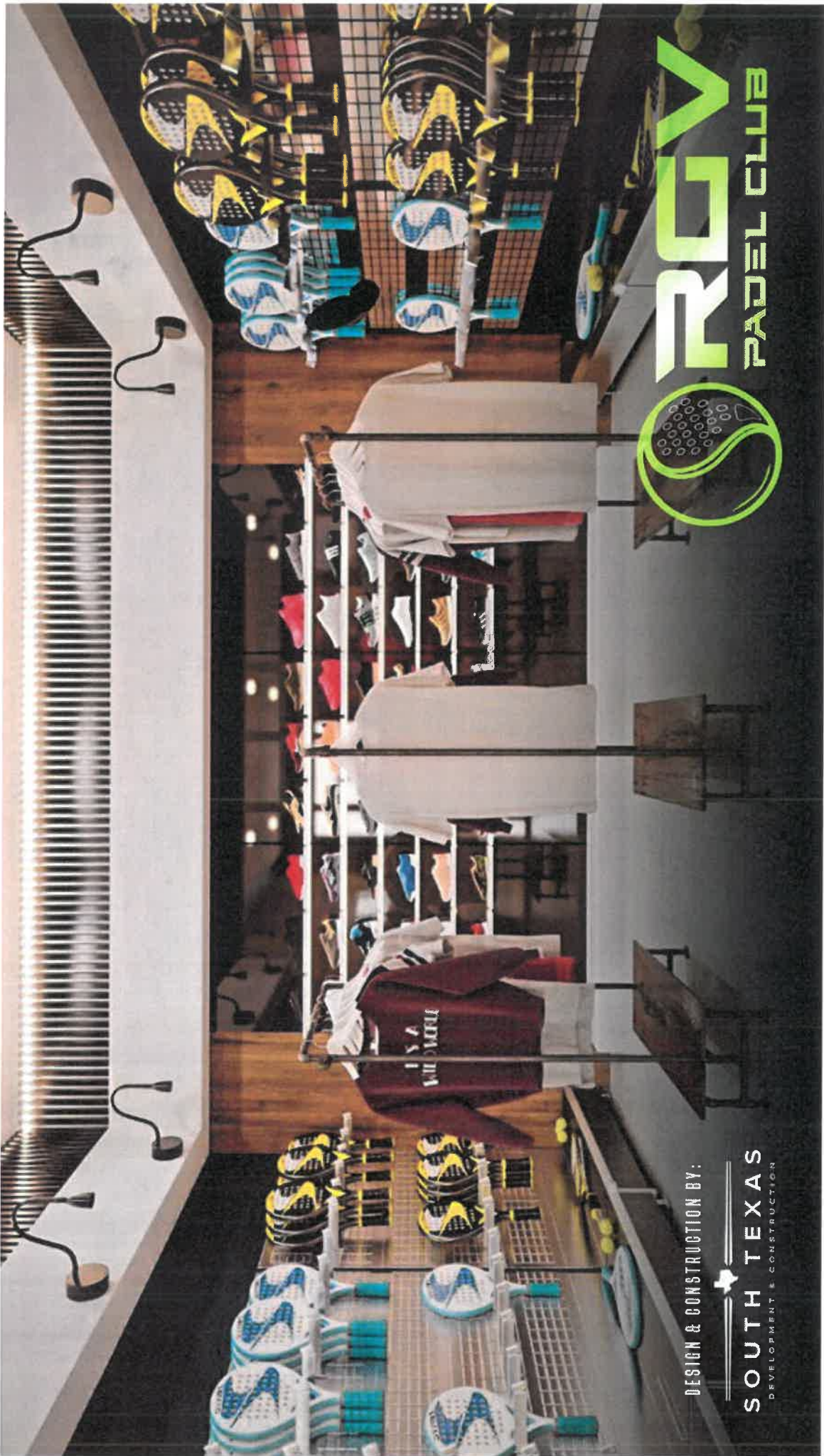


**RGV**  
PADEL CLUB

DESIGN & CONSTRUCTION BY:  
**SOUTH TEXAS**  
DEVELOPMENT & CONSTRUCTION

Item 14.

159



**RQV**  
PADEL CLUB

DESIGN & CONSTRUCTION BY:  
**SOUTH TEXAS**  
DEVELOPMENT & CONSTRUCTION





DESIGN & CONSTRUCTION BY:

**SOUTH TEXAS**  
DEVELOPMENT & CONSTRUCTION

**RGV**  
PADEL CLUB

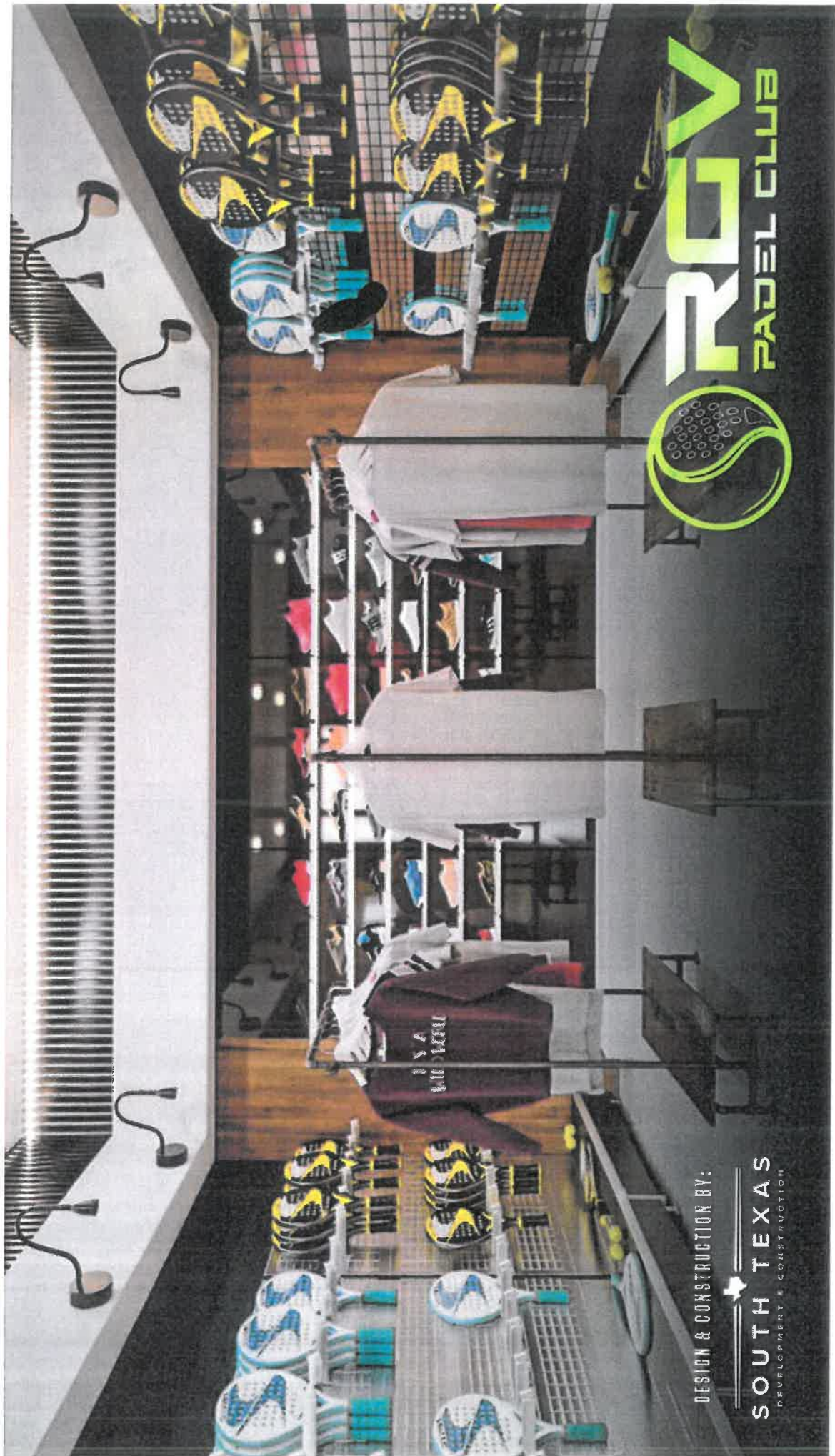
Item 14.

161

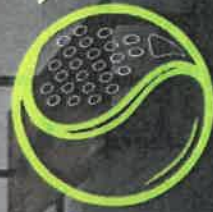


Item 14.





**RGV**  
PADEL CLUB



DESIGN & CONSTRUCTION BY:



**SOUTH TEXAS**  
DEVELOPMENT & CONSTRUCTION

Item 14.





DESIGN & CONSTRUCTION BY:

**SOUTH TEXAS**  
DEVELOPMENT & CONSTRUCTION

**RCV**  
PADEL CLUB

Item 14.

164





S2950-00-000-0186-26 ( 280984)  
 JIMENEZ OSCAR & MARGARITA  
 100 S TAYLOR RD  
 MISSION TX 78572

S2979-00-00A-0003-00 ( 707590)  
 TARGET CORPORATION  
 PROPERTY TAX DEPARTMENT  
 PO BOX 9456  
 MINNEAPOLIS MN 55440

S2979-00-00A-0004-00 ( 707593)  
 SHARY RETAIL LTD  
 PO BOX 924133  
 HOUSTON TX 77292

S2979-00-00A-0014-00 ( 707603)  
 SHARY RETAIL LTD  
 PO BOX 924133  
 HOUSTON TX 77292

H0952-00-000-0001-00 (20827746)  
 VICTORIA HIEGHTS LLC  
 312 W NOLANA LOOP  
 PHARR TX 78577-8396

H0952-00-000-0002-00 (20827747)  
 RONQUILLO GRANOS & INSUMOS LLC  
 202 S DRIFTWOOD AVE  
 MISSION TX 78572

I4060-00-000-0001-00 ( 897865)  
 SJEP MANAGEMENT LLC  
 2519 VICTORIA AVE  
 MISSION TX 78572

V3851-00-000-0004-00 ( 898486)  
 DIANA O MARTINEZ  
 2518 N 6TH ST  
 MCALLEN TX 78501

V3851-00-000-0005-00 ( 898487)  
 HUERTA ROCIO D  
 2800 CASSANDRA ST  
 MISSION TX 78572

V3851-00-000-0006-00 ( 898488)  
 VILLARREAL DANIEL & ELIZABETH  
 PO BOX 673  
 PENITAS TX 78576

V3851-00-000-0007-00 ( 898489)  
 CASTILLO JOSE EDUARDO & MARICARMEN  
 2706 CASSANDRA ST  
 MISSION TX 78572

V3851-00-000-0008-00 ( 898490)  
 SILVA RAUL MARIO  
 808 S SHARY RD STE 5246  
 MISSION TX 78572

V3851-00-000-0009-00 ( 898491)  
 EMILIOS TEXTILE GROUP INC  
 1501 E RAMON AYALA DR  
 HIDALGO TX 78557

V3851-00-000-0010-00 ( 898492)  
 GARCIA CYNTHIA L & JESUS MARIA GARCIA  
 2700 CASSANDRA ST  
 MISSION TX 78572

V3851-00-000-0011-00 ( 898493)  
 PAYNE ALLISON RENEE & JESSE  
 6334 PITCHFORK RANCH DR  
 FRISCO TX 75036

V3851-00-000-0012-00 ( 898494)  
 ZEPEDA GILBERTO & MARIA DE JESUS  
 2606 CASSANDRA  
 MISSION TX 78572

V3851-00-000-0013-00 ( 898495)  
 GOMEZ GABRIELA  
 2604 CASSANDRA ST  
 MISSION TX 78572

V3851-00-000-0014-00 ( 898496)  
 MUNOZ CARMEN JULIA  
 CALLE EMILIANO ZAPATA No 127 COL  
 TAMPICO TAMPAS CP 89344  
 MEXICO

V3851-00-000-0015-00 ( 898497)  
 DIZON JOHN C & BERNADETTE P  
 2600 CASSANDRA ST  
 MISSION TX 78572

V3851-00-000-0016-00 ( 898498)  
 TREVINO IVAN DAVILA  
 2508 CASSANDRA ST  
 MISSION TX 78572

V3851-00-000-0017-00 ( 898499)  
 GARCIA-TORRES JAIME H  
 2506 CASSANDRA ST  
 MISSION TX 78572

V3851-00-000-0030-00 ( 898512)  
 RONQUILLO HECTOR S & MARIA A  
 202 S DRIFTWOOD AVE  
 MISSION TX 78572

V3851-00-000-0037-00 ( 898519)  
 RODRIGUEZ FRANCISCO TOBIAS  
 TORRES DE PISA NO 350 PARQUE  
 SALTILLO COAHUILA  
 MEXICO

V3851-00-000-0038-00 ( 898520)  
 CAMPERO ADALBERTO  
 202 S GROVEWOOD  
 MISSION TX 78572

V3851-00-000-0045-00 ( 898527)  
 LOPEZ BERTHA  
 203 GROVEWOOD AVE  
 MISSION TX 78572





# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023

**PRESENTED BY:** Susana De Luna, Planning Director

**AGENDA ITEM:** Conditional Use Permit Renewal: Sale & On-Site Consumption of Alcoholic Beverages - Incredibowl, 2140 E. Business Highway 83, Lots 1 & 2, Grapefruit Bowl, Inc. Subdivision, C-4, Spare Time Concessions, LLC, and Adoption of Ordinance#\_\_\_\_\_ - De Luna

### NATURE OF REQUEST:

On November 20, 2023 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit Renewal request. The subject site is located approximately 400' east of Ragland Road on the South side of Business Highway 83. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

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

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

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

**STAFF RECOMMENDATION:** Staff recommends approval for life of use subject to: 1) Wavier of the 300's separation requirement from the residential neighborhood; 2) Compliance with all City Codes (Building, Health, Fire, etc.); and 3) CUP not transferable to others.

**Departmental Approval:** N/A

**Advisory Board Recommendation:** P&Z Approval

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

**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 - INCREDIBOWL AT 2140 E. BUSINESS HIGHWAY 83, LOTS 1 & 2, GRAPEFRUIT BOWL, INC. SUBDIVISION**

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of November 20, 2023, 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, December 18, 2023, 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:

<b>Legal Description</b>	<b>Type</b>	<b>Conditions of Approval</b>
2140 E. Business Highway 83 Lots 1 & 2, Grapefruit Bowl, Inc. Subdivision	Sale & On-Site Consumption of Alcoholic Beverages - Incredibowl	1) Life of Use 2) Waiver of the 300’s separation requirement from the residential neighborhood; 3) Compliance with all City Codes (Building, Health, Fire, etc.); 4) Cup not transferable to others

READ, CONSIDERED AND PASSED, this the 18<sup>th</sup> day of December, 2023.

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

ATTEST:

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

**Started: 5:48 p.m.**

**Ended: 5:50 p.m.**

**Item #1.7**

**Conditional Use Permit:**

**Renewal:**

Sale & On-Site Consumption of Alcoholic  
Beverages - Incredibowl  
2140 E. Business Highway 83  
Lots 1 & 2, Grapefruit Bowl, Inc. Subdivision  
C-4  
Spare Time Concessions, LLC

Ms. De Luna went over the write-up stating the subject site is located approximately 400' east of Ragland Road on the South side of Business Highway 83. This business has been in operation since 2015. The building contains the following: 24 bowling lanes, a party room, an office, bowling and shoe rental area, snack bar/kitchen, game room, utility/storage and outside battling cages and an adventure tower. The main entrance to the facility is located along the North side of the building. The applicant would like to continue offering alcoholic beverages in his menu, therefore the need to renew his conditional use permit. The last CUP approved for the Sale & On-Site Consumption of Alcoholic Beverages for this location was on November 13, 2019 for a period of 4 years. Staff notes that this would be the applicants 4<sup>th</sup> renewal.

- **Hours of Operation:** Sunday – Saturday from 12:00p.m. to 12:00a.m.
- **Staff:** 20-27 employees
- **Parking:** In viewing the floor plan, there are a total of 180 parking spaces, meeting code.
- **Sale of Alcohol** – The existing restaurant includes a small 'bar' component. Section 1.56 (3a) of the Zoning code requires a minimum separation of 300' from the *property line* of any churches, schools, publicly owned property, and residences. There is a mobile and modular home residential neighborhood located south of the subject site within the 300' radius.

**REVIEW COMMENTS:** Staff mailed out 27 notices to property owners within a 200' radius of this business where Staff has not received any comments in favor or against this request. It is also noted that there have been no issues reported to PD during the CUP's existing tenure. Since this is a family-oriented establishment and it is not open after 12a.m., and the sale of alcohol is not the primary item of the purchase, staff does not object to an extended approval term.

**RECOMMENDATION:** Staff recommends approval for life of use subject to:

- 1) Waiver of the 300's separation requirement from the residential neighborhood
- 2) Compliance with all City Codes (Building, Health, Fire, etc.); and
- 3) CUP not to be transferable to others.

Chairwoman Izaguirre asked if there was any input in favor or against the request.

There was none.

Chairwoman Izaguirre entertained a motion to close the public hearing. Mr. Hardisen moved to close the public hearing. Mrs. Austin seconded the motion. Upon a vote, the motion passed unanimously.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Alaniz moved to the approve the conditional use permit as per staff's recommendation. Mr. Hardisen seconded the motion. Upon a vote, the motion passed unanimously.

**ITEM# 1.7**

**CONDITIONAL USE PERMIT RENEWAL:** Sale & On-Site Consumption of Alcoholic Beverages - Incredibowl  
 2140 E. Business Highway 83  
 Lots 1 & 2, Grapefruit Bowl, Inc. Subdivision  
 C-4  
 Spare Time Concessions, LLC

**REVIEW DATA**

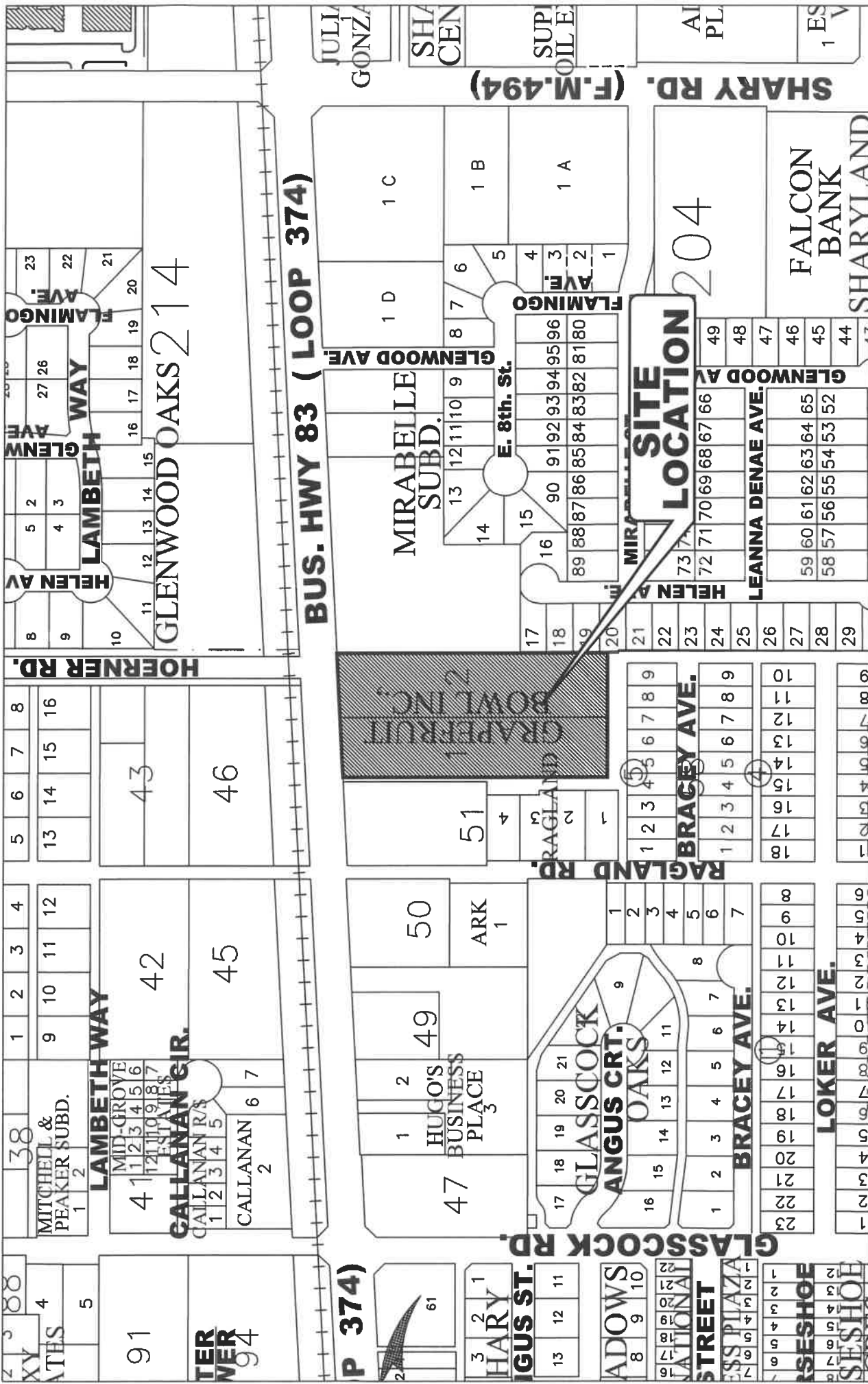
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**CITY OF MISSION**  
 HIDALGO COUNTY, TEXAS  
 1201 E. 8th. Street  
 MISSION, TX 78572  
 PH: (956) 380-8672  
 FAX: (956) 380-8680

Item 15.





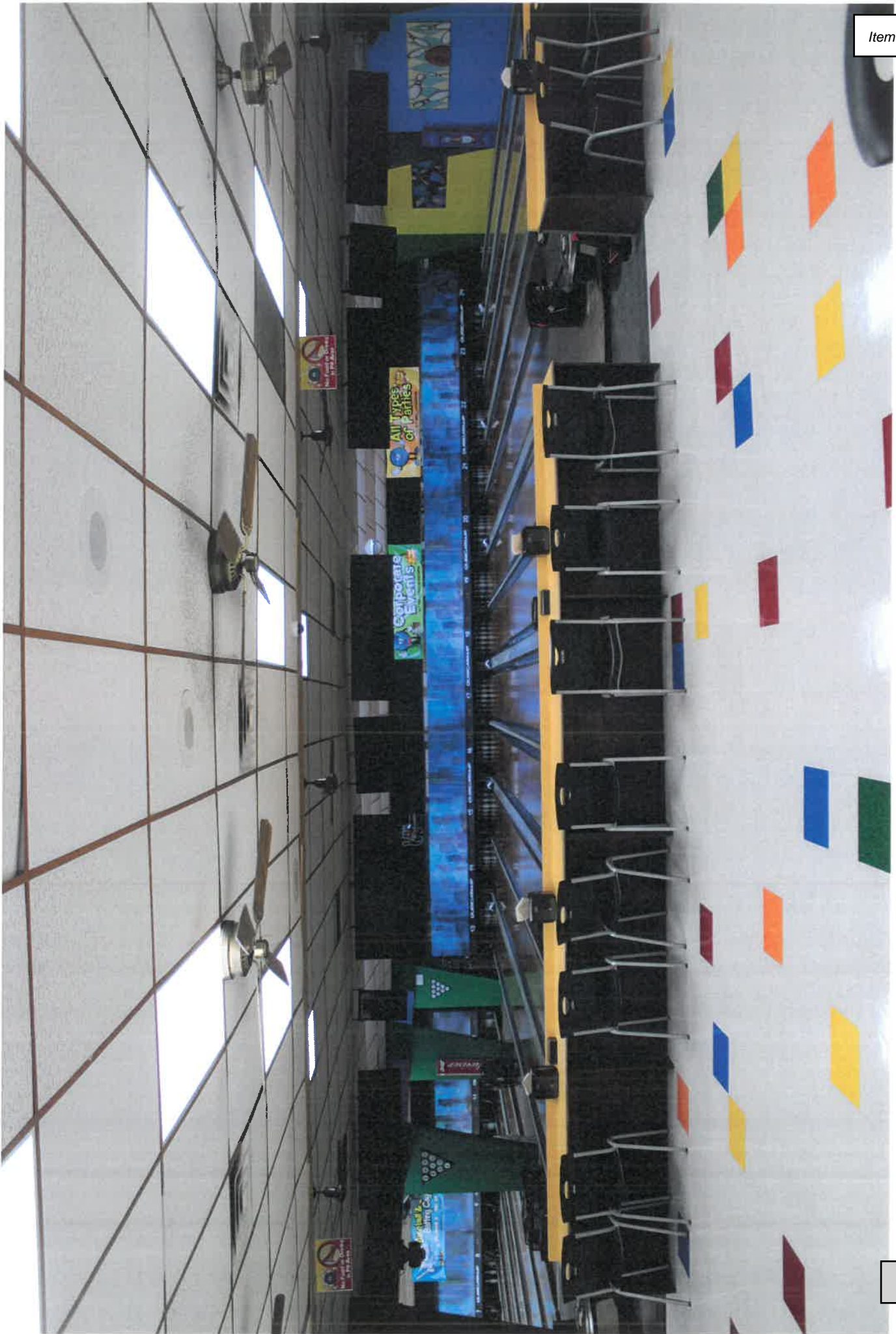












Back

Export to Excel

Print Results

Item 15.

**Master File Id:** 2100015351

**Legacy CLP:** MB927664

**License Type:** MB

**License Id:** 104548283

**Trade Name:** SPARE TIME CONCESSIONS

**Owner:** SPARE TIME CONCESSIONS LLC

**Location Address:** 2140 E BUSINESS HIGHWAY 83  
MISSION , TX 785729208  
UNITED STATES

**Mailing Address:** 2140 E BUSINESS HIGHWAY 83  
MISSION , TX 785729208  
United States

**County:** Hidalgo

**Original Issue Date:** 11/23/2015

**License Status:** Active

**Current Issued Date:** 11/1/2023

**Wine Percent:**

**Location Phone No.:**

**Status Change Date:** 11/1/2023

**Gun Sign:** BLUE

**Expiration Date:** 11/22/2025

**Subordinates (list):**

---



G7110-00-000-0001-00 ( 182167)  
 INVERSIONES HURACAN LLC  
 2140 E BUSINESS HWY 83  
 MISSION TX 78572

S2950-00-000-0204-05 ( 281115)  
 GONZALEZ A G  
 2121 SUNSET LN  
 MISSION TX 78572

S2950-00-000-0204-06 ( 281116)  
 GONZALEZ ALBERTO  
 2121 SUNSET LN  
 MISSION TX 78572

S2950-00-000-0214-11 ( 346146)  
 GAMANIAA PROPERTIES LLC  
 2801 SANTA LYDIA ST  
 MISSION TX 78572

S3000-00-000-0043-10 ( 283429)  
 CORTIJO CUATRO HERMANAS LLC  
 (LA POSADA SERIES)  
 10124 GLASSCOCK RD  
 MISSION TX 78573

S3000-00-000-0043-12 ( 346263)  
 DE LOS SANTOS FRANCISCO J GALEAN  
 1001 HOERNER RD LOT 28  
 MISSION TX 78572

S3000-00-000-0051-01 ( 283444)  
 HIDALGO CO R/O/W DEPT  
 902 N DOOLITTLE RD  
 EDINBURG TX 78542

S3000-00-000-0055-10 ( 283446)  
 MISSION FOOD FACTORY LLC  
 2140 E BUS HWY 83  
 MISSION TX 78572

V2000-00-005-0001-00 ( 313539)  
 RAMIREZ MARIA OLIVIA BARRERA  
 2101 BRACEY ST  
 MISSION TX 78572

V2000-00-005-0002-00 ( 313540)  
 ROC ENTERPRISES LLC  
 PO BOX 5605  
 MCALLEN TX 78502

V2000-00-005-0003-00 ( 313541)  
 TIJERINA CARLOS  
 808 S SHARY RD 5 PMB NO 163  
 MISSION TX 78572

V2000-00-005-0004-00 ( 313542)  
 STUART KENNETH & GLORIA  
 11284 STATE ROAD 38  
 GREENS FORK IN 47345

V2000-00-005-0005-00 ( 313543)  
 RISLEY MARTIN D & BEVERLY J  
 2109 BRACY AVE  
 MISSION TX 78572

V2000-00-005-0006-00 ( 313544)  
 SANDOVAL ROSALINDA & JESUS M  
 2111 BRACEY ST  
 MISSION TX 78572

V2000-00-005-0007-00 ( 313545)  
 NEAL DAVID MARK & MELODY ANN  
 2113 BRACEY AVE  
 MISSION TX 78572

V2000-00-005-0008-00 ( 313546)  
 BEYERS ROGER D & JO ELLEN  
 2115 BRACEY ST  
 MISSION TX 78572

V2000-00-005-0009-00 ( 313547)  
 MARUSKA GERALD J  
 37245 POLO RUN DR  
 ELIZABETH CO 80107

M4725-00-000-0016-00 ( 1308081)  
 MENDIOLA ISAAC JUAN & JULIE ANN  
 817 RANCHO LA JOYA ST  
 LA JOYA TX 78560

M4725-00-000-0017-00 ( 1308082)  
 FLORES JUAN & SAYDE  
 807 HELEN AVE  
 MISSION TX 78572

M4725-00-000-0018-00 ( 1308083)  
 KIM MONA YOUNG  
 805 HELEN AVE  
 MISSION TX 78572

M4725-00-000-0019-00 ( 1308084)  
 PEREZ BIANCA XTELA & SAMUEL OCHC  
 803 HELEN AVE  
 MISSION TX 78572

M4725-00-000-0020-00 ( 1308085)  
 PICCIOTTO GUY DE & MYRNA IVETTE GARZA  
 801 HELEN AVE  
 MISSION TX 78572

M4725-00-000-0021-00 ( 1308086)  
 CONTRERAS MELISSA E LOPEZ & RUBEN  
 FRACC CLUB DE GOLF TRES MARIAS  
 MORELIA MICHOACAN 58254  
 MEXICO

M4725-00-000-0022-00 ( 1308087)  
 ORTEGA JUAN CARLOS GARCIA & LESE  
 JOSHUA CALEB GARCIA MINOR  
 813 SAMARIA  
 WESLACO TX 78596

M4725-00-000-0023-00 ( 1308088)  
 OYERVIDES JORGE ENRIQUE G  
 5500 N 15TH ST APT 23  
 MCALLEN TX 78504

M4725-00-000-0073-00 ( 1308138)  
 AMAYA JUAN GERARDO TAMEZ & MARISOL  
 2200 MIRABELLE ST  
 MISSION TX 78572

M4725-00-000-0089-00 ( 1308154)  
 ROSALES ALEJANDRO G & CYNTHIA Y  
 2201 MIRABELLE ST  
 MISSION TX 78572



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023  
**PRESENTED BY:** Susana De Luna, Planning Director  
**AGENDA ITEM:** Conditional Use Permit Renewal: 2 Drive-Thru Service Doors – The Health Nut, 301 E. Expressway 83, Lot 4, El Pueblo No. 1, C-3, Joaquin Pena, and Adoption of Ordinance#\_\_\_\_\_ - De Luna

### NATURE OF REQUEST:

On November 20, 2023 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit Renewal request. The subject site is located approximately 840' off of Conway Avenue along the northside of the Frontage 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) 4 years re-evaluation to continue to assess this operation; 2) Compliance with all City Codes (Building, Fire, Health, etc.); and 3) CUP not transferable to others

**Departmental Approval:** N/A

**Advisory Board Recommendation:** P&Z Approval

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

**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 2 DRIVE-THRU  
SERVICE DOORS – THE HEALTH NUT AT 301 E. EXPRESSWAY 83, LOT 4, EL  
PUEBLO NO. 1**

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of November 20, 2023, 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, December 18, 2023, 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:

<b>Legal Description</b>	<b>Type</b>	<b>Conditions of Approval</b>
301 E. Expressway 83 Lot 4, El Pueblo No. 1	2 Drive-Thru Service Doors – The Health Nut	1) 4 year re-evaluation to continue to assess this operation 2) Compliance with all City Codes (Building, Fire, Health, etc.) 3) CUP not to be transferable to others

READ, CONSIDERED AND PASSED, this the 18<sup>th</sup> day of December, 2023.

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

ATTEST:

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

**Started: 5:50 p.m.**

**Ended: 5:52 p.m.**

**Item #1.8**

**Conditional Use Permit:**

2-Drive Thru Service Doors

**Renewal:**

- The Health Nut

301 E. Expressway 83

Lot 4, El Pueblo No. 1

C-3

Joaquin Pena

Ms. De Luna went over the write-up stating the subject site is located approximately 840' off of Conway Avenue along the northside of the Frontage Road. The applicant is leasing a 360 sq. ft. building for a health nut business with two Drive-Thru Service Doors. The drive-thru service doors are along the east and west side of the building allowing for stacking for approximately 8 vehicles. The customers place their order on the east side of the building and wrap around to the west side for pickup. The last CUP approved for the two Drive-Thru Service Doors for this location was on July 26, 2021 for a period of 2 years.

- **Days/Hours of Operation:** Monday through Wednesday 6am to 9pm, Thursday 6am to 8pm, Friday 6am to 7pm, Saturday 9am to 6pm and Sunday 9am to 2 pm
- **Staff:** 6 employees
- **Parking & Landscaping:** It is noted that the parking spaces are held in common for this commercial plaza and it exceeds code. Landscaping requirements are meeting code.

**REVIEW COMMENTS:** Staff mailed out 18 notices to property owners within a 200' radius of this business where Staff has not received any comments in favor or against this request. Staff does not object to an extended approval term, since there have been no issues reported to PD.

**RECOMMENDATION:** Staff recommends approval subject to:

1. 4 year re-evaluation to continue to assess this operation.
2. Compliance with all City Codes (Building, Fire, Health, etc.) and
3. CUP not to be transferable to others.

Chairwoman Izaguirre asked if there was any input in favor or against the request.

There was none.

Chairwoman Izaguirre entertained a motion to close the public hearing. Mr. Hardisen moved to close the public hearing. Mrs. Austin seconded the motion. Upon a vote, the motion passed unanimously.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Alaniz moved to approve the conditional use permit as per staff's recommendation. Mr. Hardisen seconded the motion. Upon a vote, the motion passed unanimously.

**ITEM# 1.8****CONDITIONAL USE PERMIT  
RENEWAL:**

2- Drive-Thru Service Doors  
 - The Health Nut  
 301 E. Expressway 83  
 Lot 4, El Pueblo No. 1  
 C-3  
 Joaquin Pena

**REVIEW DATA**

The subject site is located approximately 840' off of Conway Avenue along the northside of the Frontage Road. —see **vicinity map**. The applicant is leasing a 360 sq. ft. building for a health nut business with two Drive-Thru Service Doors. The drive-thru service doors are along the east and west side of the building allowing for stacking for approximately 8 vehicles. The customers place their order on the east side of the building and wrap around to the west side for pickup. The last CUP approved for the two Drive-Thru Service Doors for this location was on July 26, 2021 for a period of 2 years.

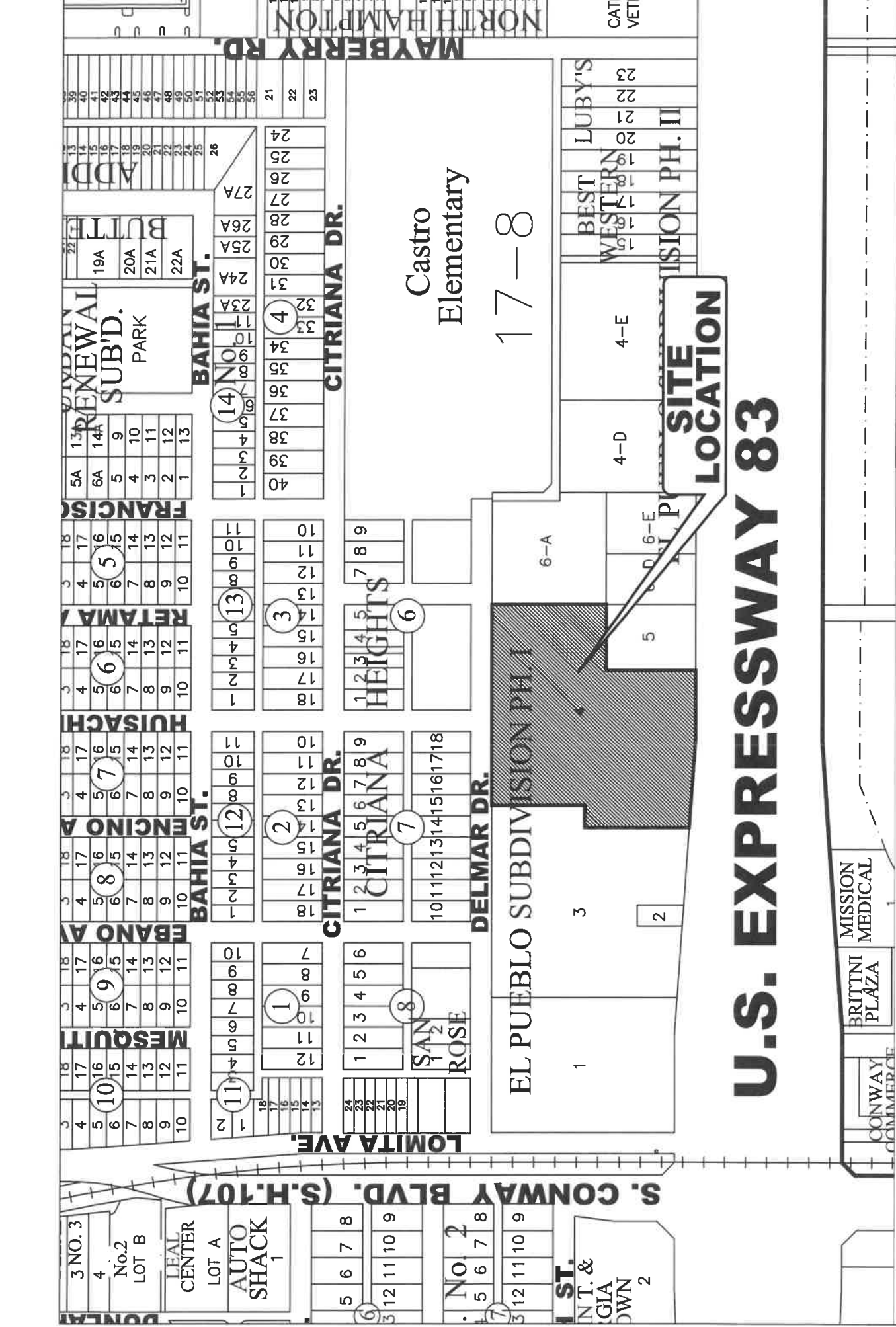
- **Days/Hours of Operation:** Monday through Wednesday 6am to 9pm, Thursday 6am to 8pm, Friday 6am to 7pm, Saturday 9am to 6pm and Sunday 9am to 2 pm
- **Staff:** 6 employees
- **Parking & Landscaping:** It is noted that the parking spaces are held in common for this commercial plaza and it exceeds code. Landscaping requirements are meeting code.

**REVIEW COMMENTS:** Staff mailed out 18 notices to property owners within a 200' radius of this business where Staff has not received any comments in favor or against this request. Staff does not object to an extended approval term, since there have been no issues reported to PD.

**RECOMMENDATION:** Staff recommends approval subject to:

1. 4 year re-evaluation to continue to assess this operation.
2. Compliance with all City Codes (Building, Fire, Health, etc.) and
3. CUP not to be transferable to others.





CITY OF MISSION  
HIDALGO COUNTY, TEXAS  
1201 E. 8th Street  
MISSION, TX 78572  
PH: (956) 580-8672  
FAX: (956) 580-8660



# U.S. EXPRESSWAY 83



**SITE  
LOCATION**

**U.S. EXPRESSWAY 83 I2**

Texas Parks & Wildlife - Fort Hill - Central Geotechnical - Fort 15565 - TXA - US















C4550-00-006-0001-01 ( 136210)  
DE LA GARZA ADELA A  
11117 N BRYAN RD  
ALTON TX 78573

C4550-00-006-0001-02 ( 558837)  
BARRERA DEMENCIO & JULIETA C  
301 DEL MAR  
MISSION TX 78572

C4550-02-000-0011-00 ( 136243)  
KITCHEN LETICIA & PATRICIA MELENDE  
514 W 12TH ST  
MISSION TX 78572

C4550-02-000-0012-00 ( 136244)  
CARROLL ESMERALDA  
205 DEL MAR ST  
MISSION TX 78572

C4550-02-000-0013-00 ( 136245)  
GARZA ALVARO & MA ESMERALDA  
207 DEL MAR ST  
MISSION TX 78572

C4550-02-000-0014-00 ( 136246)  
RORIGUEZ EDITH  
2017 W 21ST ST  
MISSION TX 78573

C4550-02-000-0015-00 ( 136247)  
GRANADOS GREGORIO  
211 DEL MAR ST  
MISSION TX 78572

C4550-02-000-0016-00 ( 136248)  
GUERRA MARIA VERONICA  
213 DEL MAR ST  
MISSION TX 78572

C4550-02-000-0017-00 ( 136249)  
GARZA MARIA ALICIA  
215 DEL MAR ST  
MISSION TX 78572

C4550-02-000-0018-00 ( 136250)  
MARTINEZ ESMERALDA  
2101 S STANDARD  
SAN JUAN TX 78589

E4650-01-000-0002-10 ( 167498)  
B-Y WESTERN VALLEY LTD  
4629 MACRO  
SAN ANTONIO TX 78218

E4650-01-000-0003-05 ( 167499)  
B-Y WESTERN VALLEY LTD  
4629 MACRO  
SAN ANTONIO TX 78218

E4650-01-000-0004-00 ( 167500)  
B-Y MISSION TEXAS WM LTD  
ATT: REAL ESTATE  
4629 MACRO  
SAN ANTONIO TX 78218

E4650-01-000-0005-00 ( 167501)  
MCDONALD'S REAL ESTATE COMPANY DBACLA FAMILY LP  
PO BOX 66207  
CHICAGO IL 60666

E4650-01-000-006A-00 ( 342862)  
OLMITO TX 78575

E4650-01-000-006D-00 ( 342865)  
VAQUERO EL PUEBLO PARTNERS LP  
2627 TILLAR ST STE 111  
FORT WORTH TX 76107

E4650-01-000-006E-00 ( 342866)  
PIZZA HUT OF SOUTH VALLEY INC  
PO BOX 96  
CUNNINGHAM TX 75434

M4940-00-000-0001-00 ( 630618)  
MISSION IND SCHOOL DISTRICT  
1201 BRYCE DR  
MISSION TX 78572



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023  
**PRESENTED BY:** Anna Carrillo, City Secretary  
**AGENDA ITEM:** Approval of Minutes – Carrillo  
 Special Meeting – November 20, 2023  
 Regular Meeting – November 27, 2023

**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 *RP*

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

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

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

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

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



## MINUTES

### PRESENT:

Norie Gonzalez Garza, Mayor  
Ruben D. Plata, Mayor Pro-Tem  
Jessica Ortega, Councilwoman  
Abiel Flores, Councilman  
Alberto Vela, Councilman  
Victor A. Flores, City Attorney  
Randy Perez, City Manager  
Anna Carrillo, City Secretary

### ABSENT:

### ALSO PRESENT:

Mike Silva  
Oscar Martinez  
Roberto Zamora

### STAFF PRESENT:

David Flores, Asst. City Manager  
Juan Pablo Terrazas, Asst. City Manager  
Andy Garcia, Asst. City Manager  
Joel Chapa, Police Officer

## SPECIAL MEETING

### CALL TO ORDER AND ESTABLISH QUORUM

With a quorum being present, Mayor Norie Garza Gonzalez called the meeting to order at 4:04 p.m.

### DISCLOSURE OF CONFLICT OF INTEREST

None

At 4:05 p.m., Councilman Abiel Flores moved to convene into Executive Session to discuss agenda item 1 and executive session item pursuant to Texas Gov't Code Section 551.071. Motion was seconded by Councilman Alberto Vela and approved unanimously 4-0.

Mayor Pro Tem Ruben Plata joined the meeting during executive session.

Upon conclusion of Executive Session at 5:17 p.m., Mayor Pro Tem Plata moved to reconvene the regular meeting. Motion was seconded by Councilman Flores and approved unanimously 5-0.

### AGENDA ITEMS

#### **1. Approval of a Memorandum of Understanding between the City of Mission and Texas Citrus Fiesta to promote economic development within the City of Mission - Perez**

Mayor Pro Tem Plata moved to authorize City Manager to negotiate a Memorandum of Understanding with the Texas Citrus Fiesta to provide temporary administrative services as necessary to promote economic development within the City of Mission. Motion was seconded by Councilman Flores and approved unanimously 5-0.

**EXECUTIVE SESSION**

1. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with City Attorney) related to pending litigation; specifically, City of Mission, Self-Insurer v. Homer Salinas (C-0432-19-F, 275th District Court). (City Attorney V. Flores)

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

1. Consideration and action, if any, regarding City of Mission, Self-Insurer v. Homer Salinas (C-0432-19-F, 275th District Court).

On item 1 - Councilwoman Ortega moved to approve Proclamation as presented. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

**ADJOURNMENT**

At 5:20 p.m., Mayor Pro Tem Plata moved for adjournment. Motion was seconded by Councilman Vela and approved unanimously 5-0.

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

ATTEST:

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



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## MINUTES

### PRESENT:

Norie Gonzalez Garza, Mayor  
Ruben D. Plata, Mayor Pro-Tem  
Jessica Ortega, Councilwoman  
Abiel Flores, Councilman  
Alberto Vela, Councilman  
Victor A. Flores, City Attorney  
Randy Perez, City Manager  
Anna Carrillo, City Secretary

### ABSENT:

### ALSO PRESENT:

Jim & Beth Barnes  
Carolina Alvarez  
Richard Sanchez  
Peter Geddes  
Leopoldo Garza  
Edgar Gonzalez  
Irma Flores Lopez  
Griselda Pineda

### STAFF PRESENT:

David Flores, Asst. City Manager  
Juan Pablo Terrazas, Asst. City Manager  
Andy Garcia, Asst. City Manager  
Adrian Garcia, Fire Chief  
Michael Elizalde, Grants Administrator  
Susie De Luna, Planning Director  
Alex Hernandez, Assistant Planning Director  
Noemi Munguia, HR Director  
Robert Hinojosa, Risk Management Director  
Rick Venecia, Boys & Girls Club Director  
Abram Ramirez, IT Director  
Abel Bocanegra, P.E., City Engineer  
Cesar Torres, Chief of Police  
Joanne Longoria, CDBG Director  
JC Avila, Fleet Director  
Yenni Espinoza, Assistant Library Director  
Cynthia Lopez, Museum Director  
Mario Flores, Golf Director  
Jesse Mares, Facilities Supervisor  
Aida Lerma, Arts & Cultural Tourism Director  
Roel Mendiola, Sanitation Dept. Director  
Jesse Lerma Civil Service Director  
Kenia Gomez, Media Relations Director  
Stephen Kotsatos, Health Director  
Brad Bentsen, Parks & Recreation Director  
Jose Silva, Internal Auditor  
Teclo Garcia, MEDC CEO  
JC Avila, Fleet Director

## REGULAR MEETING

### CALL TO ORDER AND ESTABLISH QUORUM

With a quorum being present, Mayor Norie Garza Gonzalez called the meeting to order at 4:34 p.m.



## INVOCATION AND PLEDGE ALLEGIANCE

City Manager Randy Perez led the invocation and Pledge of Allegiance.

## DISCLOSURE OF CONFLICT OF INTEREST

None

## PRESENTATIONS

### 1. Proclamation - UTRGV top-rated University – Carrillo

Mayor Pro Tem Ruben Plata moved to approve the Proclamation – UTRGV top-rated University. Motion was seconded by Councilman Alberto Vela and approved unanimously 5-0.

### 2. Report by Rio Grande Valley Humane Society – Perez

Randy Perez, City Manager, advised that Mr. Quintanilla send a notice advising that he would not be able to attend the meeting to give an update.

### 3. Delinquent Tax Report - Linebarger Goggan Blair & Sampson, LLP – Perez

Kelly Salazar, Linebarger Goggan Blair & Sampson, LLP, gave an updated reported on the delinquent tax report. They had mailed out a total of 6,898 statements, made a total of 1,536 telephone calls, and completed a total of 34 on-site visits. To date, 32 payment agreements had been made and 49 payoff requests have been made. For this reporting period there had been over \$378,000 collected for both base and penalties and fees which was an increase in collections based on the reporting of the previous company.

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

Brenda Enriquez, Mission Chamber of Commerce President, spoke about upcoming events such as: Ribbon Cutting for Valley Grande Institute on Tuesday at the CEED Building, Grand Opening for Maria Bonita Boutique Tuesday at 4pm, Ribbon Cutting for Stripes on Thursday Morning, Community Health Fair at the Mission Event Center on Dec 8<sup>th</sup>, Shop Local Holiday Market this Friday Dec 1<sup>st</sup>, Annual Member Appreciation Breakfast on December 14<sup>th</sup> at the Chamber Headquarters, Dec 7<sup>th</sup> there will be a groundbreaking ceremony for Excel Physical Therapy.

### 5. Departmental Reports – Perez

Mayor Pro Tem Plata moved to approve the Departmental Reports. Motion was seconded by Councilman Vela and approved unanimously 5-0.

### 6. Citizen's Participation – Garza

None

## PUBLIC HEARING

## PLANNING & ZONING RECOMMENDATIONS

### 7. Rezoning: Being a 0.75-acre tract of land remainder of a 0.89-acre tract of land out of Lot 92, Mission Acres Subdivision, (AO-I) Agricultural Open Interim to (R-1) Single Family Residential, Ricardo Araiza (Esmeralda Araiza), and Adoption of Ordinance#5400 - De Luna

On November 8, 2023, the Planning and Zoning Commission held a Public Hearing to consider the rezoning request. The subject site was located near the NE corner of Blake Street and Washington

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

Staff and City Manager recommended approval.

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

There were no comments.

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

Mayor Pro Tem Plata moved to approve the Rezoning: Being a 0.75-acre tract of land remainder of a 0.89-acre tract of land out of Lot 92, Mission Acres Subdivision, (AO-I) Agricultural Open Interim to (R-1) Single Family Residential, Ricardo Araiza (Esmeralda Araiza), and Adoption of Ordinance#5400. Motion was seconded by Councilman Jessica Ortega and approved unanimously 5-0.

**ORDINANCE NO. 5400**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS  
GRANTING A REZONING BEING A 0.75 ACRE TRACT OF LAND REMAINDER OF A 0.89  
ACRE TRACT OF LAND OUT OF LOT 92, MISSION ACRES SUBDIVISION, (AO-I)  
AGRICULTURAL OPEN INTERIM TO (R-1) SINGLE FAMILY RESIDENTIAL

**8. Conditional Use Permit: Build a Drive-Thru Service Window, 1500 W. Business Hwy 83, Ste. 110, Lot A, Mission Acres Subdivision, C-3, Azteca RGV Real State, LLC, and Adoption of Ordinance#5401 - De Luna**

On November 8, 2023 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site was located on the NW corner of Los Ebanos and Business 83. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

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

There were no comments.

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

Mayor Pro Tem Plata moved to approve the Conditional Use Permit: Build a Drive-Thru Service Window, 1500 W. Business Hwy 83, Ste. 110, Lot A, Mission Acres Subdivision, C-3, Azteca RGV Real State, LLC, and Adoption of Ordinance#5401. Motion was seconded by Councilman Flores and approved unanimously 5-0.

**ORDINANCE NO. 5401**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS  
GRANTING A CONDITIONAL USE PERMIT BUILD A DRIVE-THRU SERVICE WINDOW AT  
1500 W. BUSINESS HWY 83, STE. 110, LOT A, MISSION ACRES SUBDIVISION

**9. Conditional Use Permit: Cronos Event Center – 601 E. 9th Street, Lots 4-8, Block 165, Mission Original Townsite, C-3, Elena Zavala, and Adoption of Ordinance#\_\_\_\_\_ - De Luna**

On November 8, 2023 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site was located at the NE corner of Business Highway

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

Staff and City Manager recommended approval.

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

There were no comments.

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

Mayor Pro Tem Plata asked if the applicant had submitted a final picture of the proposal and if the business had already been in operation.

Susie De Luna, Planning Director, advised that the applicant's plan was to redo the entire commercial plaza and that they had a business license but had not been in operation.

Mayor Pro Tem Plata suggested that the applicant reach out to our EDC to see if there is anything that can be done in partnership with them.

Mayor Pro Tem Plata moved to table the Conditional Use Permit: Cronos Event Center – 601 E. 9th Street, Lots 4-8, Block 165, Mission Original Townsite, C-3, Elena Zavala, and Adoption of Ordinance#\_\_\_\_. Motion was seconded by Councilman Vela and approved unanimously 5-0.

**10. Conditional Use Permit: To keep a Portable Building – Auto Sales Office Use, 2118 W. Mile 3 Road, Being the South 3.86 acres of Lot 22, New Caledonia Subdivision, C-3, Bunny's Motors, LLC, and Adoption of Ordinance#\_\_\_\_ - De Luna**

On November 8, 2023 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site was located near the NE corner of Moorefield Road and West Mile 3 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.

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

Mayor Pro Tem Plata asked if this was a first renewal.

Susie De Luna, Planning Director, states that this is a new applicant. She explained that this business was annexed to the City of Mission and had always been used as a car lot; however, not everyone had complied with all of the requirements to be fully operational. Ms. De Luna also explained what was being required of the applicant as far as additional landscaping and lighting.

Mayor Pro Tem Plata would like to see the improvements that had already been made, as per the applicant who stated that she sent pictures of the improvements into the office this week.

Mayor Pro Tem Plata moved to table the Conditional Use Permit: To keep a Portable Building – Auto Sales Office Use, 2118 W. Mile 3 Road, Being the South 3.86 acres of Lot 22, New Caledonia Subdivision, C-3, Bunny's Motors, LLC, and Adoption of Ordinance#\_\_\_\_. Motion was seconded by Councilman Flores and approved unanimously 5-0.

**11. Preliminary & Final Replat Approval: Replat of Hutton No. 3 Subdivision, Being 4.510 acres, part of Lot 1 of the Hutton No. 3 Subdivision, Suburban ETJ, Developer: HuttonCo Development, LP, Engineer: Dirksen Engineering, – De Luna**

On November 8, 2023, the Mission City Council held a Public Hearing to consider the Preliminary & Final Re-Plat Approval for Hutton No. 3 Subdivision. The subject site was located approximately 750' south of W. 3 Mile Road along the west side of La Homa Road. There was no public opposition during the Planning & Zoning Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

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

There were no comments.

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

Mayor Pro Tem Plata moved to approve the Preliminary & Final Replat Approval: Replat of Hutton No. 3 Subdivision, Being 4.510 acres, part of Lot 1 of the Hutton No. 3 Subdivision, Suburban ETJ, Developer: HuttonCo Development, LP, Engineer: Dirksen Engineering. Motion was seconded by Councilman Flores and approved unanimously 5-0.

**CONSENT AGENDA**

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

**12. Approval of Minutes – Carrillo**

Regular Meeting – November 13, 2023

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

Mission Tax Increment Reinvestment Zone – September 26, 2023

Mission Economic Development Corporation – September 27, 2023

Mission Education Development Council – August 30, 2023

Mission Redevelopment Authority – September 26, 2023

Speer Memorial Library Board – September 19, 2023

**14. Authorization to purchase a TAC CORE Pole Camera kit from Safeware, Inc. via Omnia Contract #12-19 – Torres**

The Mission Police Department was seeking authorization to purchase a TAC CORE Pole Camera kit from Safeware, Inc. The purchase of tactical cameras would assist SWAT officers with properly documenting searches and seizures. These tactical cameras would enhance operations and investigations involving drug cartels, trafficking, and terrorism. The purchase cost amount was \$59,322.25, via OMNIA contract # 12-19. A total of \$58,544.24 would derive from the FY23 State Homeland Security Program (SHSP) - LETPA Projects grant from the Office of the Governor. The remaining balance (\$778.01) would be paid with Acct. #11 – Asset Forfeiture.

**15. Authorization to solicit bids for North Water Treatment Plant Generator Project – Terrazas**

Authorization to solicit bids for North Water Treatment Plant Generator Project.

**16. Authorization to award bid for Boys and Girls Club Athletic League Uniforms – Venecia**

The City of Mission had received and opened 7 bid responses for the purchase and delivery of Athletic League Uniforms for the Boys and Girls Club. Staff was seeking authorization to award bid to My Rival Gear, who was the lowest responsive and responsible bidder meeting all specifications and conditions in the amount of \$31,742.50. Uniforms were needed by the Boys and Girls Club for seasonal athletic leagues. Award was for one year base with one, one-year renewal option.

**17. Approval of Ordinance #5402 granting a wet designation for 2509 Colorado St., Unit 102 The Mix Beer and Wine LLC – Carrillo**

Staff was requesting the above-mentioned property be wet zoned for the sale of Mixed Beverages On Premise Permit. City Council approved the CUP on November 13, 2023.

**ORDINANCE NO. 5402**

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 2509 COLORADO STREET, SUITE 102 – THE MIX BEER & WINE, LLC

**18. Approval of Resolution #1870 Regarding Waterline Access Agreement with Sharyland Water Supply within City of Mission's ETJ for Gustavo Cavazos – The Heights at Inspiration Subdivision – De Luna**

The proposed Heights at Inspiration was located 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 required an agreement be entered between the Corporation, the property owner and the City of Mission before such installation was allowed.

**RESOLUTION NO. 1870**

A RESOLUTION OF THE CITY OF MISSION, TEXAS TO APPROVE A WATERLINE ACCESS AGREEMENT BETWEEN THE SHARYLAND WATER SUPPLY CORPORATION, AND GUSTAVO CAVAZOS – THE HEIGHTS AT INSPIRATION SUBDIVISION

**19. Authorization to solicit RFP pertaining to the E-Rate Program administered by the Universal Service Administrative Co. – Elizalde**

Staff was seeking authorization to solicit a Request for Proposals (RFP) pertaining to the E-Rate Program administered by the Universal Service Administrative Co. The E-Rate program supported school and libraries across the U.S. and ensured that they were connected to information and resources through the internet. The city sought to utilize its available funds of up to \$219,420.00 for a category two project pertaining to internal connections, managed internal broadband services, and basic maintenance of internal connections.



Mayor Pro Tem Plata moved to approve all consent agenda items 12 thru 19 as presented. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

## APPROVALS AND AUTHORIZATIONS

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

On November 8, 2023, the Mission City Council held a Public Hearing to consider the Preliminary & Final Plat Approval for Washington Lots Subdivision. The subject site was located on the northeast corner of the intersection of Blake Ave. and Washington Street. There was no public opposition during the Planning & Zoning Meeting. The board unanimously recommended approval

Staff and City Manager recommended approval.

No action was taken on this item.

### **21. Approval of Ordinance #5403 to Amend Ordinance #5373 adopting eight (8) additional personnel to the classified position of Patrolman for Mission Police Department for FY 2023-24 – J. Lerma**

On September 11, 2023, the Mission Police Department had requested and established 147 positions for the Classified position of Patrolman by the adoption of Ordinance #5373 for the FY 2023-24.

On November 13, 2023 the department was awarded and accepted the 2023 COPS Hiring Program Grant from the US Department of Justice that allowed for the hiring of eight (8) police officers. We were requesting the approval to proceed with the hiring of the additional personnel.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve Ordinance #5403 to Amend Ordinance #5373 adopting eight (8) additional personnel to the classified position of Patrolman for Mission Police Department for FY 2023-24. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

#### **ORDINANCE NO. 5403**

AN ORDINANCE AMENDING ORDINANCE #5373 ADOPTING EIGHT ADDITIONAL PERSONNEL TO THE CLASSIFIED POSITION OF PATROLMAN FOR THE MISSION POLICE DEPARTMENT

### **22. Authorization to purchase Portable Camera from Texas Underground Inc for Public Works via HGAC BUY Contract #SCSC01-21 – Bocanegra**

Staff was seeking authorization to purchase Large Crawler System with Motorized Elevator (portable camera) & accessories from Texas Underground Inc. HGAC BUY Contract #SCSC01-21. Cameras would be used for the inspection of storm drains located in the City of Mission.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve the purchase of a Portable Camera from Texas Underground Inc for Public Works via HGAC BUY Contract #SCSC01-21. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

**23. Authorization to extend second one-year renewal for Sodium Chlorite Chemical with International Dioxide for the Public Works Department's North and South Water Treatment Plants – Bocanegra**

Staff was seeking authorization to purchase Large Crawler System with Motorized Elevator (portable camera) & accessories from Texas Underground Inc. HGAC BUY Contract #SCSC01-21. Cameras would be used for the inspection of storm drains located in the City of Mission.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to extend second one-year renewal for Sodium Chlorite Chemical with International Dioxide for the Public Works Department's North and South Water Treatment Plants. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

**24. Approval of Development Agreement between Fortis Land Company, LLC & City of Mission – Bocanegra**

On March 23, 2022 the City requested that the Developer upsize off-site drainage improvements in an amount not to exceed \$57,788.12. Developer would make drainage improvements in the Lantana Landing Subdivision.

Staff and City Manager recommended approval.

Councilwoman Ortega moved to approve the Development Agreement between Fortis Land Company, LLC & City of Mission. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

**25. Authorization to approve Change Order #2 for Gabriel Drainage Improvements Project for the City of Mission – Bocanegra**

The City of Mission was seeking authorization to approve Change Order #2 for Gabriel Drainage Improvements Project for the City of Mission. Contractor an additional 65LF to avoid having collars on the edge of Los Ebanos Rd. The amount of this Change Order was \$50,955.89 but due to a credit for unused utility adjustments Contract would not be changed. Additionally, 130 calendar days were being requested. Therefore, City Staff was recommending Change Order #2 for the total amount \$2,139,020.37 (no increase) and 393 calendar days with approved Change Order.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve Change Order #2 for Gabriel Drainage Improvements Project for the City of Mission. Motion was seconded by Councilman Flores and approved unanimously 5-0.

**26. Authorization to approve Change Order #1 for Stewart Drainage Improvements Project for the City of Mission – Bocanegra**

The City of Mission was seeking authorization to approve Change Order #1 for Stewart Drainage Improvements Project for the City of Mission. Due to material delays & weather delays Contractor was requesting an additional 230 days. Additionally funds were reallocated due to removal of storm drainage and instead used to pave Stewart Rd. in its entirety throughout the project. There would be no change to contract price amount. Therefore, City Staff was recommending Change Order #1 for the total amount \$3,323,780.34 (no increase) and 440 calendar days with approved Change Order.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve Change Order #1 for Stewart Drainage Improvements Project for the City of Mission. Motion was seconded by Councilman Vela and approved unanimously 5-0.

### **27. Authorization to extend financial agreement with RBC Capital Markets – Flores**

Staff was requesting to extend the current Financial Advisor Agreement with RBC Capital Markets. This agreement shall be for a period of 120 days however this agreement may be terminated by either party upon giving of at least thirty (30) days prior written notice to the other party of its intention to terminate. RBC Capital Markets have been the City's financial advisors for the past 19 years.

Staff and City Manager recommended approval.

Councilwoman Ortega moved authorize to extend financial agreement with RBC Capital Markets. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

### **UNFINISHED BUSINESS**

None

### **ROUTINE MATTERS**

City Manager Comments - Holiday Market – Mission Chamber of Commerce Friday, December 1, 2023 / 6:00 pm – 9:00 pm at Leo Pena Placita Park. East Asian Street Food & Vendors on Saturday, December 2, 2023 / 12:00 pm – 12:00 am at Mission Market Square, Employee Service Award Breakfast on December 5, 2023 / 8:00 am – 10:30 am at Mission Event Center, Affordable Homes of South Texas Key Ceremony for 1<sup>st</sup> Home (Vallejo Family) on December 6, 2023 at 716 W. Sandstone, Mission, Texas, Pictures with Santa Claus on December 9, 2023 / 10:00 am at Speer Memorial Library, Special Election Day on December 9, 2023 at Mission City Hall & Bannworth Gym

Mayor's Comments - None

City Council Comments – Councilwoman Ortega wished everyone happy holidays.

### **ADJOURNMENT**

At 5:26 p.m., Mayor Pro Tem Plata moved for adjournment. Motion was seconded by Councilwoman Ortega 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:** December 18, 2023

**PRESENTED BY:** Randy Perez, City Manager

**AGENDA ITEM:** Acknowledge Receipt of Minutes – Perez  
Citizen’s Advisory Committee – October 10, 2023  
Planning & Zoning – November 8, 2023  
Zoning Board of Adjustments – September 20, 2023

**NATURE OF REQUEST:**

See Attached Minutes

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

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

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

**STAFF RECOMMENDATION:**

Approval

**Departmental Approval:** N/A

**Advisory Board Recommendation:** N/A

**City Manager’s Recommendation:** Approval *RP*

**RECORD OF VOTE:**

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

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

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

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

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

**CITIZEN'S ADVISORY COMMITTEE**  
**October 10, 2023**  
**Regular Meeting**

**Members Present**

Lorenzo Garza, Chairman  
 Zoreida Lopez, Vice-Chairperson  
 Alma Garcia  
 Marsha Terry  
 Francisco Cadena

**Members Absent**

Cynthia Pacheco  
 Roxanne Mendez

**Staff Present**

Jo Anne Longoria  
 Esther G. Rivera

**Call Regular Meeting to Order**

Chairman Lorenzo Garza called the Regular Meeting to order at 5:30 p.m. Ms. Jo Anne Longoria conducted the roll call. She stated five (5) members were present, therefore there was a quorum.

**Citizens Participation**

Chairman Garza asked if there were any citizens present who wanted to express their concerns at this Regular Meeting. With no one present and no comments, Chairman Garza continued with the next agenda item.

**Discussion and Recommendation to Approve Minutes for Regular Meeting held on September 12, 2023**

Ms. Jo Anne Longoria presented the minutes of the Regular Meeting held on September 12, 2023. There being no questions or comments, Chairman Garza asked for a motion to approve the minutes as presented. Ms. Marsha Terry motioned to approve the minutes as presented. Vice-Chairperson Zoreida Lopez seconded the motion. Motion carried. (5-0)

**Discussion of the Five-Year Consolidated Plan and Strategy 2023-2027 and Annual Action Plan TY 2023-2024**

Ms. Longoria presented the U.S. Department of Housing and Urban Development (HUD) letter dated September 25, 2023 approving the FY 2023 CDBG funding allocation in the amount of \$962,334.00 and providing grant agreement. Ms. Longoria explained the approved projects by City Council and inquired if they had any questions or concerns. Members present requested additional information on the funding allocated to several agencies. After a brief discussion, Chairman Garza continued with the next agenda item. No action was taken.

**Presentation on Housing Assistance Program (HAP) Phase 22-II Construction Phase**

Ms. Rivera briefly explained a PowerPoint presentation on the Housing Assistance Program (HAP) Phase 22-II Construction Phase. She showed the construction pictures of the three (3) projects for HAP Phase 22-II: 202 E. El Ranchito Road was at 72% complete; 917 Rankin Street at 67% complete; and 4027 E. Beatty Street at 79% complete. After a brief discussion, Chairman Garza continued with the next agenda item. No action was taken.



**Presentation on Emergency Assistance Program**

Ms. Rivera briefly explained a PowerPoint on Emergency Assistance Program (EAP). She stated that the "One Stop Shop" event was held on September 20, 2023 and partnered with Affordable Homes of South Texas Inc. She stated that six (6) households attended the event. Ms. Rivera also mentioned that we have an estimated amount of \$14,275.35 to assist approximately two (2) households with rent, mortgage, and/or utilities and are estimating to exhaust funds by January 2024. After a brief discussion, Chairman Garza continued with the next item. No action was taken.

**Other Business**

**A. Progress Reports August 2023**

Ms. Rivera presented the Unofficial Progress Report for August 2023. Ms. Rivera stated Easter Seals did not exhaust their funds leaving a balance of \$840.00. She mentioned that contact was made with Silver Ribbon regarding the August and September reports/requests who stated they would exhaust their funds. After a brief discussion, Chairman Garza asked for a motion to approve the unofficial progress report as presented. Ms. Garcia motioned to approve the progress report. Vice Chairperson Lopez seconded the motion. Motion carried. (5-0).

**B. "Paint Mission Beautiful" Project**

Ms. Longoria briefly explained the Paint Mission program and presented a flyer for "Keep Mission Beautiful" Committee. She mentioned that the Sanitation Department, City Staff, and volunteers host events to promote collecting trash events, yard maintenance, painting older homes, creating community vegetable/flower gardens, environmental awareness, and promoting Earth day and Arbor day. Ms. Longoria explained the Paint Mission Program is geared towards Mission homeowners that are 60 years and over and/or disabled individuals. Ms. Longoria informed the members that the Paint Mission is in its initial stages of gathering resources for donations, sponsors, and volunteers. Ms. Longoria will keep the members informed on the status of events for their participation during the month of November. After a brief discussion, Chairman Garza continued with the next item. No action was taken.

**C. Chairman's Comments**

Chairman Garza had no comments

**D. Committee Member's Comments**

No comments were made by the other members present.

**Adjourn**

Chairman Garza asked for a motion to adjourn the meeting. Ms. Garcia motioned to adjourn the meeting. Ms. Terry seconded. Motion carried (5-0). The meeting was adjourned at 5:55 P.M.

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Lorenzo Garza, Chairman

**PLANNING AND ZONING COMMISSION  
NOVEMBER 8, 2023  
CITY HALL'S COUNCIL CHAMBERS @ 5:30 P.M.**

**P&Z PRESENT**

Raquenel Austin  
Diana Izaguirre  
Connie Garza  
Kevin Sanchez  
J.D Villareal  
Jasen Hardison  
Steven Alaniz

**P&Z ABSENT**

Ruben Arcaute

**STAFF PRESENT.**

Susana De Luna  
Jessica Munoz  
Alex Hernandez  
Virginia Cantu  
Gabriel Ramirez

**GUEST PRESENT**

Griseida Plneda  
Iris Guerra  
Elena Zavala

**CALL TO ORDER**

Chairwoman Izaguirre called the meeting to order at 5:30 p.m.

**CITIZENS PARTICIPATION**

Chairwoman Izaguirre asked if there was any citizen's participation.

There was none.

**APPROVAL OF MINUTES FOR OCTOBER 25, 2023**

Chairwoman Izaguirre asked if there were any corrections to the minutes for October 25, 2023. Mr. Sanchez moved to approve the minutes. Mrs. Austin seconded the motion. Upon a vote, the motion passed unanimously.

**Started: 5:31 p.m.**

**Ended: 5:32 p.m.**

**Item #1.1**

**Rezoning:** Being a 0.75 acre tract of land remainder of a 0.89 acre tract of land out of Lot 92, Mission Acres Subdivision  
AO-I to R-1  
Ricardo Araza (Esmeralda Araza)

Ms. De Luna went over the write-up stating the subject site is located near the NE corner of Blake Street and Washington Avenue intersection.

**SURROUNDING ZONES:** N: R-1 - Single Family Residential  
E: R-1 - Single Family Residential  
W: R-1 - Single Family Residential  
S: AO-I - Agricultural Open Interim

**EXISTING LAND USES:** N: Residential  
E: Vacant  
W: Residential  
S: Residential  
Site: Residential

**FLUM:** Low Density Residential (LD)

**REVIEW COMMENTS:** The proposed zone complies with the City's Future Land Use Map, and surrounding land uses.

**RECOMMENDATION:** Staff recommends Approval.

Chairwoman Izaguirre asked if there was any input in favor or against the request.

There was none

Chairwoman Izaguirre entertained a motion to close the public hearing. Mr. Sanchez moved to close the public hearing. Mr. Alaniz seconded the motion. Upon a vote, the motion passed unanimously.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Mrs. Garza moved to approve the rezoning as per staff's recommendation. Mrs. Austin seconded the motion. Upon a vote, the motion passed unanimously.

**Started: 5:32 p.m.**

**Ended: 5:36 p.m.**

**Item #1.2**

**Conditional Use Permit  
& Site Plan Approval:**

Build a Drive-Thru Service Window  
1500 W. Business Hwy 83, Ste. 110  
Lot A, Mission Acres Subdivision  
C-3  
Azteca RGV Real State, LLC

Ms. De Luna went over the write-up stating the subject site is located on the NW corner of Los Ebanos and Business Highway 83. – see vicinity map. The applicant recently purchased a 5,250 sq. ft. commercial building which includes a drive-thru window. The applicant would like to add 3 more suites totaling 2,150 square feet to the commercial building on the eastern side of the building. The existing drive-thru service window would have to be relocated, therefore the need for a new conditional use permit. Access to the site is from a driveway cut off of Business Highway 83 and exiting to Los Ebanos Road. The drive-thru service window is proposed along the east side of the building allowing for stacking for approximately 3 vehicles.

- **Parking:** Based on the total square footage of the building, a total of 38 parking spaces are required for the plaza. The applicant is proposing 35 parking including the handicap parking. Based on the site plan the drive-thru lane will allow stacking for 3 vehicles, thus complying with the parking requirements. It is noted that the parking spaces will be held in common for this commercial plaza.
- **Landscaping:** Landscaping is meeting code.

**REVIEW COMMENTS:** Staff mailed out 16 notices to property owners within 200' radius and staff has not received any comments in favor or against this request. Staff notes that this commercial plaza currently has been working the drive-thru service window with no issues.

**RECOMMENDATION:** Staff recommends approval subject to:

- 1) Acquisition of a building permit for the construction of the new addition & drive-thru service window,
- 2) Compliance with all City Codes (Building, Fire, Landscaping, etc.), and
- 3) Tenant will have to apply for their own CUP for the use of the Drive-Thru Service Window

Chairwoman Izaguirre asked if there was any input in favor or against the request.

There was none.

Chairwoman Izaguirre entertained a motion to close the public hearing. Mr. Sanchez moved to close the public hearing. Mrs. Austin seconded the motion. Upon a vote, the motion passed unanimously.

Chairwoman Izaguirre Asked Ms. De Luna what is the distance from the parking on the east to where the car is? She mentioned that look like 24'.

Ms. De Luna stated It doesn't show on the plan, but they will need to comply with the required twenty-four feet. She added that, if anything they would need to modify the building to comply.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Mrs. Austin moved to the approve the conditional use permit as per staff's recommendation. Mr. Alaniz seconded the motion. Upon a vote, the motion passed unanimously.

**Started: 5:36 p.m.**

**Ended: 5:40 p.m.**

**Item #1.3**

**Conditional Use Permit:** Cronos Event Center  
601 E. 9<sup>th</sup> Street  
Lots 4-8, Block 165, Mission Original Townsite  
C-3  
Elena Zavala

Ms. De Luna went over the write-up stating the subject site is located at the NE corner of Business Highway 83 and St. Marie. Mrs. Zavala has been using this 1,204 sq. ft. commercial building as an Event Center for such activities as weddings, reunions, birthday parties, seminars, etc. Access to the site is from two driveways off of Business Highway 83 (9<sup>th</sup> Street).

- **Hours of Operation:** Monday – Sunday from 10 a.m. to 12 a.m.
- **Staff:** 1 employee
- **Parking & Landscaping:** In talking with the applicant's representative, she stated that they were proposing to host only small-scale events of no more than 50 people, which would require 17 parking spaces (1 parking space for every 3 seats = 16.6). There is a total of 25 parking spaces that are held in common. Staff notes that parking lot will need to be resurfaced, re-stripped and landscaping will be required.

**REVIEW COMMENTS:** Staff notes that this building has been used as a banquet and event center since May 2021. Staff mailed out 17 notices to the property owners within a 200' radius of the site and there have been no comments in favor or against this request forwarded to the Planning Department.

**RECOMMENDATION:** Staff recommends approval subject to:  
1) Compliance with all City Codes (Building, Fire, etc.), and  
2) Must comply with Noise Ordinance.

Chairwoman Izaguirre asked if there was any input in favor or against the request.

There was none.

Chairwoman Izaguirre entertained a motion to close the public hearing. Mrs. Garza moved to close the public hearing. Mr. Alaniz seconded the motion. Upon a vote, the motion passed unanimously.

Chairwoman Izaguirre stated she's aware of the re-striping and resurfacing, but is anything being for drainage and landscaping?

Ms. De Luna stated they will need to comply with all city requirements.

Mr. Sanchez stated is there anything that ensures the applicant doesn't exceed occupancy?

Ms. De Luna stated the number of parking is what determines the occupancy number.

Chairwoman Izaguirre stated they get that permit from Fire.

Ms. De Luna stated "yes".

Mr. Alaniz asked that if it was only those four tables?

Ms. De Luna stated it's actually eight which seats sixty-four, but they don't meet the parking space requirements and that's why they're reducing to fifty people.

Chairwoman Izaguirre stated the parking may not even be the same after landscaping.

Ms. De Luna stated they need to do several improvements to that property.

Mrs. Garza asked how do we control the number fifty?

Ms. De Luna stated that's with fire department.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Mrs. Garza moved to the approve the conditional use permit as per staff's recommendation. Mr. Sanchez seconded the motion. Upon a vote, the motion passed unanimously.

**Started: 5:40 p.m.**

**Ended: 5:43 p.m.**

**Item #1.4**

**Conditional Use Permit:** To keep a Portable Building –  
Auto Sales Office Use  
2118 W. Mile 3 Road  
Being the South 3.86 acres of Lot 22,  
New Caledonia Subdivision  
C-3  
Bunny's Motors, LLC

Ms. De Luna went over the write-up stating the subject site is located near the NE corner of Moorefield Road and West Mile 3 Road—see vicinity map. The applicant would like to keep utilizing the existing 24' x 16' portable building as an office for the sale of used autos. Access to the site is off of W. Mile 3 Road. Since the use is not transferable to others, therefore the need for a new conditional use permit. The last CUP approved for this location was on September 13, 2021 for a period of 1 year.

**Hours of Operation:** Monday – Saturday from 9:00 a.m. to 7:00 p.m.



**Staff:** 1 employee

**Parking & Landscaping:** Based on the square footage of the building, 4 parking spaces are required for this business. The applicant has a total of 6 parking spaces, thus meeting code. The applicant will need to add landscaping and lighting to the site.

**REVIEW COMMENTS:** This commercial property was annexed to the City in 2014 and has operated as an auto mechanic shop and used car lot since the early 90's. Staff does not foresee any problems with the office and business proposal.

**RECOMMENDATION:** Staff recommends approval subject to:

- 1) 1-year approval to assess this new operation,
- 2) Compliance with all City Codes (Building, Fire, etc.),
- 3) Must add landscaping and lighting,
- 4) CUP not to be transferable to others, and
- 5) Must acquire a business license prior to occupancy

Chairwoman Izaguirre asked if there was any input in favor or against the request.

Chairwoman Izaguirre entertained a motion to close the public hearing. Mr. Alaniz moved to close the public hearing. Mrs. Austin seconded the motion. Upon a vote, the motion passed unanimously.

Mr. Alaniz asked if portable buildings have a time limitation?

Ms. De Luna stated we don't have a time limitation, but we do recommend and want permanent building.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Sanchez moved to approve the conditional use permit as per staff's recommendation. Mrs. Austin seconded the motion. Upon a vote, the motion passed unanimously.

**Started:** 5:44 p.m.

**Ended:** 5:45 p.m.

**Item #2.0**

**Preliminary & Final**

**Replat Approval:**

Replat of Hutton No. 3 Subdivision

Being a 4.510 acres, part of Lot 1 of the  
Hutton No. 3 Subdivision

Suburban ETJ

Developer: HuttonCo Development, LP

Engineer: Dirksen Engineering

### **PLAT DATA**

This subdivision is located approximately 750' south of W. 3 Mile Rd. along the west side of La Homa Rd. The developer is proposing a 2-lot subdivision with Lot 2 being occupied by a commercial building — see plat for actual dimensions, square footages, and land uses.

### **WATER**

The water CCN belongs to Sharyland Water Supply Corporation. Existing fire hydrants are considered available therefore no further requirements are needed.

### **SEWER**

An existing internal 8" sewer line system will provide sewer service to all the lots. The Capital Sewer Recovery Fee is required at \$200.00 for Lot 2 (\$200.00 x 1 lot).

**STREETS & STORM DRAINAGE**

The main access is from La Homa Road. No change in drainage patterns are proposed for this replat. The proposed flow will remain the same as existing. The City Engineer has reviewed and approved the drainage report.

**OTHER COMMENTS**

Existing street lighting to be retained  
Must Comply with all other format findings

**RECOMMENDATION**

Staff recommends approval

Chairwoman Izaguirre asked if there was any input in favor or against the request.

There was none.

Chairwoman Izaguirre entertained a motion to close the public hearing. Mrs. Austin moved to close the public hearing. Mr. Alaniz seconded the motion. Upon a vote, the motion passed unanimously.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Alaniz moved to the approve the conditional use permit as per staff's recommendation. Mrs. Austin seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:45 p.m.

Ended: 5:46 p.m.

Item #2.1

Preliminary & Final

Plat Approval:

Washington Lots Subdivision

Being a 0.97 acre tract of land more or less, being the south 845' of the west 1 acre, Lot 92 Mission Acres R-1

Developer:

Engineer: South Texas Infrastructure Group

**REVIEW DATA**

**PLAT DATA**

This property is located on the northeast corner of the intersection of Blake Ave. and Washington St. — see vicinity map. The developer is proposing a 11 Lot residential subdivision. Currently, the land is vacant — see plat for actual dimensions, square footages, and land uses.

**WATER**

Water will be supplied by a proposed 8" water main line located along the east side of Washington St. to include a fire hydrant. The line will connect to an existing 8" main perpendicular on Blake Ave. and looped to an existing line along W. 18<sup>th</sup> St.

**SEWER**

A proposed 8" sanitary sewer line will be made available to service each lot which will be installed within a 10' utility easement located at the rear, east of the development. The line will connect to an existing 8" sewer line from W. 18<sup>th</sup> St. and run south ending at a proposed cleanout. The

Capital Sewer Recovery Fee is required at \$200.00/Lot which equates to \$2,200.00 (\$200.00 x 11 lots).

### **STREETS & STORM DRAINAGE**

Access to the proposed Lots will be from Washington St. The post development volume of storm water runoff is 5.99 cfs based on the 50-yr storm frequency. Approximately 4,283 cft or 0.098 ac-ft will need to be detained within the green areas of the proposed lots and overflowing into Washington St. This street eventually outfalls into a City of Mission Ditch located on the northeast corner of the intersection of Los Ebanos Rd. and W. Griffin Parkway. The City Engineer has reviewed and approved the drainage report.

### **OTHER COMMENTS**

Payment of Park Fees in the amount of \$5,500.00 (\$500 x 11 lots)  
The development has existing Street Lighting as per City Standards  
Must Comply with all other format findings

### **RECOMMENDATION**

Staff recommends approval subject to:

- Payment of Capital Sewer Recovery Fees
- Payment of Park Fees
- Comply with all other format findings.

Chairwoman Izaguirre asked if there was any input in favor or against the request.

There was none.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mrs. Garza moved to approve the report. Mr. Villarreal seconded the motion. Upon a vote, the motion passed unanimously.

### **ITEM#3.0**

### **ADJOURNMENT**

There being no further items for discussion, Chairwoman Izaguirre entertained a motion. Mr. Sanchez moved to adjourn the meeting. Mrs. Austin seconded the motion. Upon a vote, the motion to adjourn passed unanimously at 5:46 p.m.

  
\_\_\_\_\_  
Diana Izaguirre, Chairwoman  
Planning and Zoning Commission

**ZONING BOARD OF ADJUSTMENTS  
SEPTEMBER 20, 2023  
CITY HALL'S COUNCIL CHAMBERS**

**ZBA PRESENT**

Michael De Leon  
Alberto Salazar  
Andrew Riddle  
Dolly Elizondo  
Eluid Reyna  
Humberto Garza  
Heraclio Flores

**ZBA ABSENT**

Marty Gonzalez

**STAFF PRESENT**

Susle De Luna  
Victor Flores  
Irasema Dimas  
Jessica Munoz  
Alex Hernandez

**GUESTS PRESENT**

Joseph Crawford  
Juan Garcia  
Jose Munoz  
Gilberto Mercado  
Sergio Munoz  
Eilda Mercado  
Margaret Fisher  
Parker L. Fisher  
Eddie Olivarez  
DMIke Villalobos  
Jose Flores  
Jim Ellitt  
Denise Ellitt  
Jessica Alvarez Alanis  
William R. Davis  
Paul Ramirez  
Angelina Rodriguez  
George Rodriguez  
Ronnie Escobar  
Cesar Yair Cruz  
Andrea Carolina Trejo

**CALL TO ORDER**

Chairman Andrew Riddle called the meeting to order at 4:49p.m.

**CITIZENS PARTICIPATION**

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

Mr. Paul Ramirez stated that if it's possible to have an extension of time for people on this topic of our courts and our buildings. Because of lack of communication, we have many people in our neighborhood that only speak Spanish primarily. And they don't know that this meeting is even going on.

Ms. De Luna stated that once we would get to the item she could answer any questions he had or table the item.

**ITEM #1.1**

Election of Chairman & Vice Chairman

There being no discussion, Acting Chairman Andrew Riddle entertained a motion. Mr. Garza nominated Heraclio Flores as the Vice Chairman. Ms. Elizondo seconded the motion. Mr. De Leon nominated Alberto Salazar as the Chairman. Mr. Garza seconded the motion. Upon a vote, the motions passed unanimously.

**Item 1.2**

**Appeal to Administrative Decision for Revocation of Business License and Food Permit for Blackout Private Social Club at 1512 E. Expressway 83, Suite 109, being Lot 109, Re-Plat of Lots 3 & 4, Stewart Plaza Subdivision, as requested by Yair Cruz**

Ms. De Luna stated that on on August 15, 2023, the City of Mission, by and through the Planning and Health Departments, as authorized by the City Manager, revoked the Business License and Health Permit previously issued administratively by the City of Mission to Blackout Private Social Club ("BLACKOUT"). ***Based on representations made by city staff, the business license and health permit were revoked in response to serious public safety concern.***

On August 6, 2023, the Mission Police Department responded to a call for service at approximately 4:30a.m. The city's police were dispatched to 1512 E. Expressway 83, Mission, Texas, to assist in the arrest of a Blackout Private Social Club patron for alleged Assault on a Police Officer, Attempted Taking of a Weapon from the Police Officer, Assault on a Security Guard, and Public Intoxication. The Mission Police Officer that responded to the call also was assaulted by the Blackout Private Social Club patron.

Prior to the August 6, 2023, event involving the assault on the police officer(s) and other alleged charges, Mission Police Department had responded to several calls for service at the same business over the preceding months.

Mr. Alberto Salazar asked if there were any input in favor or against the request.

City Attorney Mr. Victor Flores stated that Mr. Sergio Munoz was representing the applicant. He asked the board for some kind of guidance as to regulations on parameters on presentations, on how many minutes each presentation?

Attorney Mr. Joseph Crawford stated that was the discretion of the chair. But I think that's a good idea to establish those ground rules at this point right now. So I'll say to the chair, and I'm going to say that person who was just elected chair should be acting chair for the rest of the meeting. So, in your discretion, you can set reasonable parameters on presentation, presentation time for each site, and then it will be subject to an appeal by the rest of the council. So, I've seen 10 minutes if it's, if it's, I think 15 would be reasonable here and then more time for questions.

Mr. Alberto Salazar stated that he proposed 15-minute time limit for initial presentation. Second, I propose the appellant goes first.

Attorney Mr. Sergio Munoz stated do you want us to go right now we're at the end of the meeting. I don't know if it was going to be. I mean, I guess that's why I wanted to ask depending on the parameters set by the by the board.

Mr. Alberto Salazar stated you can go first.

Attorney Mr. Joseph Crawford stated that Mr. Munoz could reserve time for the rebuttal.

Attorney Mr. Sergio Munoz stated that he wanted to ask the city attorney permission provided a brief that was emailed to me which I don't know if he shared with the board. And I tried to get in contact with counsel to ask if we're allowed to then provide documents.

Attorney Joseph Crawford stated of course.

Mr. Sergio Munoz stated so can I go ahead and pass the response?



Attorney Jose Crawford stated "yes".

Mr. Victor Flores stated So just for the Board's information that this is an ongoing legal matter that Mr. Munoz and I have been working on opposite ends of the aisle to attempt to resolve. And those discussions have been discussions about revocation of the business license and the food permit. In addition to the revocation by city council, the conditional use permit. Just as a procedural matter, I'd request that we not enter into that discussion about conditional use permits just because of Texas Open Meetings, Act violations, and then also authority under 211 of the Texas local government code to discuss those issues.

Ms. Dolly Elizondo asked what issues?

Attorney Mr. Victor Flores stated just any discussions related to City Council's revocation of a conditional use permit, those conditional use permits are regulated to the Planning and Zoning Commission and then later on approved by city council, and that was a separate action.

Ms. Dolly Elizondo stated conditional use permits.

Attorney Mr. Victor Flores stated conditional use permit revocation of a business license, and a revocation of a food permit. The business license and food permit have been posted for discussion for this meeting, but not the other.

Mr. Eluid Reyna stated that he had a question. Does the food permit fall outside of the scope of work?

Attorney Mr. Victor Flores stated so I'll defer to your legal counsel. But it was an administrative decision made by a city staff.

Attorney Mr. Sergio Munoz stated I do want to add, though, to that, I mean, insofar as you mentioned the conditional use permit, because that was also formed the basis of why the other two permits were revoked. So even though you might want to mention them, they are part of the reason why the city administrator acted on the other two.

Ms. Dolly Elizondo stated just let us know when your going to start your presentation.

Mr. Alberto Salazar stated that he recommends to allow discussion on the conditional use permit only to allow for context on the other items on the business license in the food permit.

Attorney Sergio Munoz stated I guess I'll just keep time. Okay. So that way, I can try to at least maybe reserve a little bit of time at the end. But whenever the board is ready, I can go ahead and proceed.

Attorney Sergio Munoz stated Well, good afternoon and thank you for the opportunity to be here. I'm an attorney second witness here on behalf of warehouse Event Center, LLC, DBA, Blackout private social club. And we're here asking that the business license and the food permit that were initially issued to blackout private social club be reinstated. Just a little bit about the background in the reason why and also kind of what brought us here is back February 27 2023 warehouse Event Center DBA blackout private social club requested a business license to operate as a private social club. Here in the city of mission. They were granted a business license on or about March 7 2023. They also received a food establishment permit on or about March 7 2003. The same day. On March the 21st 2023. The city admission decided that blackout

private social club, and through their belief and opinion should obtain the conditional use permit. On April 12 2023. The Planning and Zoning Commission recommended approval to the city council for that conditional use permit. On April 25 2023. The city council considered and approved the conditional use permit. On June 20 2023, the city mission sued warehouse Event Center LLC DBA blackout private social club. And as part of that lawsuit, their contention was that they were violating the issuance of the conditions of the permit. And as part of that lawsuit. By way of context, the depositions of Jennifer Samora Susana de Luna, Irasema Dimas, and Juan Pablo Terrazas were taken. On August 7 2023, in case number CL-23-2429H, County Court at Law Number 8, Judge Omar Maldonado signed an agree temporary injunction whereby warehouse Event Center DBA private social club was allowed to operate as prescribed by the permit, except that the use of any form of amplified music after 2am, On any given day of the week, would be prohibited. On August 21, 2023, the city of mission filed a nonsuit in that case CL-23-2429-H at 10:00a.m. more or less. On that same day at 3:33pm. The city of admission filed another lawsuit against warehouse Event Center DBA blackout private social club, asking for a temporary restraining order and a temporary permanent injunction against blacked out private social club. And that is under cause number C3374-23-M 4:23am. On September 5, 2023, the judge in that case C-3374-23M 4:23am denied the city of Mission application for temporary injunction and dissolved the temporary restraining order. During the course of the litigation, the city of Mission has relied on the incident of August 6, 23. The incident as has been represented to you was an incident that occurred at the place of business. However, those charges against that individual are still pending, it doesn't mean it's right or that it's wrong. But in this country, you're still presumed innocent until proven guilty. And if that's the standard that the city is taking to revoke business licenses or food establishment permits, then I would submit to the board that they're going to have to shut down every other restaurant, every other bar, every other establishment because I'm pretty sure if you ever look at any call for service, or any incident that has occurred in any of those businesses, they would qualify for the actions that they've taken against warehouse and Black out social club in regards to the business license. And the reason I mentioned the dates is because during the time and the incident that happened was August 6. During that time that temporary injunction order was still in place from county court of law number eight, which was Judge Maldonado. The city did not do anything until the 21st of August. In regards to the business license, as I understand the ordinance, it says that you need a business license to operate or make use of any building or premises. And if you're denied the request for one, then you can come to the board of adjustments for consideration. Warehouse Event Center DBA blackout primary social clubs' position has always been that they were not giving notice of the reason for the denial. And they were not given an opportunity to rectify that prior to the August 6, incident that occurred. And I know we're not talking about the conditional use permit. But I will just make it based on context. In the deposition of Miss Susana de Luna for the county court of law case. She never made any inspections or thoroughly investigated the complaints that were made against the business. Also based on her deposition testimony, she only investigated the anonymous complaint by way of Facebook. As such, I would submit to the board that without regard to the facts, and not relying on the fact finding supported by the evidence. Her actions lack the rational connection between the facts and the decision. In our opinion, her decision was arbitrary and an abuse of her discretion. Since the beginning, like our private social club has stretched as he continued that he should never have gotten that conditional use permit. However, because it never operated as a nightclub, and there was never any evidence that it did. But it went ahead and got one by recommendation of the city. If you look at the information that provided to you and I just went I can give you a copy of the full deposition if the board would need it. But I do just highlight on Susana de Luna planning director city admissions deposition, page 15. Lines 22 to 25. That was taken on July the 24th 2023. QUESTION Well, let me just ask you this question about blackout private social club. Has it been cited for at all for a loud noise? Answer? Not from the department No. on page 17, question two Susana de Luna. Okay. And then it says that you review the videos and that you

made the determination that he was operating as a nightclub and not a social club or poker club. Is that correct? answer a question. And it was just based on the videos that this gentleman gave to you answer yes. Another question to miss DeLuna. So, you never went out there in March at all? Answered? No, I did not go out in March question. And you're basing your determination about whether it's operating as a nightclub based on the allegations of this individual. What he sent you and based on Facebook answer yes. question to Mr. Luna, did anybody from the city that work on their works under you like code enforcement? Ms. Dimas? Did anybody go out there and march to verify whether or not that was true answer no. The position on behalf of blackout private social club is that it was not given due process and the ability for the permit holder to remedy any violation. Even if you were to utilize the August 6 incident that is relied upon by the city. The planning director did not communicate in person or in writing with a permit holder, before it arbitrarily revoked the business license on August 15 2023. In regard to the food establishment permit, the City Commission sent him a letter to blackout private social club on August 15, stating also that the establishment permit for the premises was revoked. Based on the ordinance as I understand it, whenever a permanent suspended, the person in charge shall be notified in writing that the permit is up on service of the notice immunity suspended, and then you have an opportunity for a hearing. Also, such a suspension of the health permit should also be based upon an imminent hazard to public health. In the present case, there was no imminent hazard to public health identified, nor has the applicant be notified in writing or otherwise of any public health safety violations. The only rely on the August 6 2023 incident. And although they mentioned that there's other complaints, and there's other reasons that they've been called out there, I don't know which ones they're relying upon, because they just keep on mentioning August 6. When you look at Section 42-366 of the revocation of a permit, you are entitled to a hearing and you are you can get your permit revoked for serious or repeated violations. However, you are to notify the permit holder in writing of the reasons for which the permit is subject to revocation. Hear, nobody ever notified the permit holders of what those violations were. I will also try to summarize as best as I can to reserve a little bit of time at the end regarding what we believe is the action on behalf of individuals that work for the city. That would be arbitrary and abuse of discretion if that's the standard that the attorney would have us hold. For example, they rely heavily the city relies heavily on the incident from August 6 2023. As I mentioned before those allegations against the accuser still pending. A day after that incident occurred. The city took no action in any of the court cases, to amend its petition to terminate anything to do anything in regard to what happened on August the 6. In fact, from August 6 until August 20, the City of Mission did not site Warehouse Event Center, LLC D/B/A Blackout private social club for any violations of city ordinances, or file complaints against like our private social club. I will also say that the actions that were undertaken by the city can be viewed also have been a bit abusive. Before they filed the lawsuit in district court. The city dispatched about 8 to 10 armed officers that closed off the entrance to the plaza where a blackout private social club is located. They were outside of that business from about midnight till about four in the morning. And during that time, none of the officers nor anybody from court enforcement ever provided any documentation to the permit holder, even though he did attempt to ask him time and time again, who had more authority if he had a court order saying that you could be open. I will also mention that in the second case, the city also relied upon Arturo Lerma, who's a corner enforcement officer who filed a criminal complaint against blackout private social club. Yet, when he was taken to court and asked under examination under oath, he did admit that the information on that criminal complaint was incorrect. So, I think here we have a much bigger issue than just asking for these permits to be reinstated. One if you didn't get notice, you didn't get an opportunity to fix it. And two if this is a conduct of people that work for the city, then everybody else that owns a business here should be alarmed, because if they want to go after a blackout private social club, then you would expect the same type of action against any other business here in Mission. And if you want to rely on one incident that happened, then any other incident that occurs in any other establishment should also be looked

at and viewed at the same bar at the same level. All we ask is that they be reinstated and that he be given an opportunity to get the business license back. And the health permit. The conditional use permit, in our opinion should be something that could be decided on another day. But that's what we have here for you this afternoon. And I'll reserve I think about two and a half minutes or three minutes for brief rebuttal at the end.

City Attorney Mr. Victor Flores stated that just before we get into the city's presentation of the case, Mr. Munoz has represented his client and his business. He hasn't told you what his business does. His business is an afterhours party club that operates between the hours of two and four and 5am in the morning. It's a BYOB place. And so, anybody that has a good time after closing hours will come over to their establishment and continue to party there. He prefers to quickly I didn't take too much of my own time, your first quickly of us treating it the same way as any other business. Currently, there's no other business in the city of mission that's operating after hours nightclub after for after 2am. One of the reasons why I asked that no discussion or just consideration from this board be considered to the conditional use permit issues is because all the litigation that has been cited by Mr. Munoz up to date, up until the August 6 event, all related to enforcement of a conditional use permit granted to blackout to operate only until the hours of 2am. The August 6, the event that occurred happened at 4:30am. And if we're going to treat all locations the same, yes, we will. And we do. Because on that night, off-duty police officer not from Mission PD, but off duty police officer entrusted to guard and to take care and to manage the clients at blackout patrons at that location was assaulted by one of the patrons. In addition, there was an attempt to remove the weapon from the officer at that location as well. The actual patron is not here. He's not being tried, and he will have his day in court. Nonetheless, facts that occurred, people got hurt. The city of Mission was put in the position after that August 6 event to determine whether it was in allow that to happen again, whether it was going to incur the liabilities of just turning the other cheek and allowing that operation to continue. After months of trying to respond and work with blackout. The city said no more.

City Attorney Mr. Victor Flores stated that now he would present his case today we're going to talk about two laws. And the drafters of those laws are city council in the mayor, the legislatures of the city there's some other laws that we have to comply with, and those are passed by legislatures, Senators and Representatives in Austin. But if you ask those senators and representatives in Austin, who's allowed to amend those laws, the only people that are about allowed to amend those laws are themselves the elected. In this case, we have two laws. Mr. Munoz refer to Chapter 42, which I'll briefly touch at the very end, which refers to the food permit, we're going to concentrate on zoning because zoning is an authority granted by the State to municipalities and their chapter 211 that zero 11 of the Texas Local Government Code, which prescribes the authority of cities to pass their own laws to protect the health, safety, safety of its residents and members and visitors of the city. Those two laws are our section 1.2 18 which gives full and exclusive all-inclusive authority to the planning director as a sole agent to both implement and enforce all zoning regulations. That's unequivocal. There's no other limitations or exceptions that you find to the code of ordinances and if you were to review blackouts, notice of appeal appealing to both of these in this and the food permit, they say, hey, the problem is that Mr. Luna as a planning director has too much authority. Well, that's a case. That's a matter of passing laws. And Mr. Munoz wants those laws change, he needs to advocate with the council to make those changes to provide parameters. briefly read things in you know about ordinances in Texas. One is part of the governmental function. And that's key. Because the Texas Court of Appeals has said that acts performed by the city for the interests of the public at large, is a governmental function. That's key, that's where we get the authority to pass our laws for cities. Second, there's a Supreme Court case, that states that ordinances created by city councils, under the governmental capacity are granted authority, they're given that authority by the state through their police powers. And that's both with the US Supreme Court case. And the

Dallas court of appeals case, which I've cited in my brief. And finally, the state legislature itself, the state senators or representatives, when they passed section 211, that zero 11. It said this, as in zoning authority for the city, that it grants powers granted under this subchapter for the purposes of promoting public health, safety, morals and general welfare. And to Texas Supreme Court cases, Thompson versus City of Palestine and City of Far vs. Tippet. The courts, the Texas Supreme Courts both said that if you do those two things, if you act within your governmental capacity, and you're using your police powers, and you have passed the zoning ordinance, it is presumed valid. But Mr. Munoz is trying to advocate here is that the ordinances are not valid, that somehow, they must be changed. Well, he has that option, but this board and the authority granted to this board is not to legislate, is to decide, in this case, whether one Ms. Luna had the authority to act as she did, and to whether she acted in a way that was arbitrary or an abuse of discretion. Mr. Munoz is correct. We have pending litigation currently related to the issuance of the conditional use permits but again, and the enforcement of those conditional use permits and everything he brings up he alleges are allegations of abuse of discretion are things that Ms. Luna said or depositions that were taken, all that predated August 6. And in fact, Mr. Munoz his testimony today and advocacy for his client represents that the city of Mission acted solely in the revocation of his business permits only up until the point when August the August 6 event happened. It had plenty of chances before that, it wanted to, to revoke those business licenses and food permits, but it did it because they acted on the facts and acted on evidence. And the facts and evidence were on August 6, that unfortunate event happened. And between the seventh and the 11th, which was the sixth was a Sunday. Six was a Sunday from the seventh to the 11th. Miss DeLuna. In talking with the management and coming up with a police report, reviewing the police report, and discussing with the administration then decided that on the next Tuesday, so you follow the dates, six happened 7/11 She's trying to figure it out. The 15th is Monday, that next morning, they issue the notice of revocation of a business license or food permit. So once before this board was before this board is not to add language to the ordinances. It's not to give Mr. Munoz his clients some kind of equitable relief, that somehow in fairness, he should be given a break and fairness. No, the thing is, this board is bound by the text of those two laws that we talked about. Section 1.2, subsection 18, which gives Ms. Luna the full authority and also one point 48 which says if you're in operate any commercial enterprise, you need a business license period. You don't have that you can operate. So, what is before this board, we've established and Ms. Luna had the legal authority. Now the real question, the real me Then potatoes is was her decision, arbitrary abuse of discretion. So, I've cited you to case CPS energy versus public utilities commission at Texas appellate case and from 2017. So, did she act upon regard to the facts? One, two, did she Rely on facts, findings of facts that were not supported by any evidence? And we're not talking? The case is any evidence? Not a preponderance of the evidence, not evidence beyond a reasonable doubt any evidence and whether there lacked a rational connection between the facts and decision? Well, Mr. I believe we can easily answer the first two. And what Mr. Munoz tries to do and attacking the connection, the rational connection between the two as he tries to connect or disconnect. What happened under the conditional use permit process and litigation prior before the August 6 date, everything he's asserted is before the August 6 date, what the city did is it acted upon a public safety concern that happened August 6, and I said it cannot happen again. So, for those reasons, Ms. Luna, and hurt and hurt I was cited that because of this public safety event, not anything else prior. That's before the court, the 476 Court. And that's been no other litigation outside of this board. This board is tasked with hearing this appeal, and this appeal was limited to wasn't valid. Was authority valid? Was there abuse of discretion, and was it arbitrary? I'll take a few minutes I'll reserve the rest for closing. But so, we've established that Ms. Luna's action to revoke the business license was valid. Also, you heard Mr. Munoz refer to a whole procedural, this whole process about notice and due process under Chapter 42. And that is correct. Under the food permit chapter 42, which is not in the zoning ordinances. It states that there is a process when you suspend or revoke a food permit. But that supposes that you have a



business license to operate in the first place. The process and how Mr. Cruz obtained his food permit was a he first went to get a business license. So, when the public health director revoked the food permit is because he didn't have a business license anymore. In addition to he agreed there was a public safety concern. He didn't want to be any anything a part of if this board sustains the revocation for the business license, and then grants a food permit. It's granting something that is in violation of the code of ordinances which says, any business operation needs a business license needs a business permit. You can't have one without the other. So, for those reasons, the city represents that the revocation of the food permit was valid. Because otherwise, Mr. Kotsatos the health director would have been authorizing something that was in violation of 1.48 which requires business licenses for all commercial operations. That's all we have.

Mr. Alberto Salazar asked if anyone had any questions for City Attorney Mr. Victor Flores.

Mr. Eluid Reyna stated that he had a question. He asked Mr. Flores was the business license for its current use after hours? Or was it before two?

City Attorney Mr. Victor Flores stated so what it was issued at first was the first social club. And that's all they stated.

Mr. Eluid Reyna asked what are the hours of operation?

City Attorney Mr. Victor Flores stated what they allege is that they thought they had full operation to go 24 hours. And the reason why we asked them get a conditional use permit was because we said you're not a social club, you're a nightclub. So, they got that conditional use permit. They didn't agree with it, but they got the conditional use permit. And then they started to operate in violation of that. So, the intentions from the from when the city council granted that conditional use permit and said you can only operate till 2am.

Mr. Eluis Reyna stated their permit was conditioned.

City Attorney Victor Flores stated "yes".

Mr. Michael De Leon asked if there's been other permits to similar businesses that are 24 hours?

City Attorney Victor Flores stated No, sir.

Mr. Eluid Reyna stated that he I would like to comment to my fellow board members is that I believe that what Mr. Munoz is requesting overreaches our authority as a board. And just, that's a comment

Mr. Michael De Leon stated that he would suggest we may let Mr. Munoz make his rebuttal. And then we can address questions to Mr. Munoz, the city attorney.

Attorney Mr. Sergio Munoz stated So the reason they don't want to talk about the business license when he first got it was because the City Commission doesn't have an ordinance to regulate social clubs. So even though you want to tell somebody they should be doing this, or they should be doing that there is an ordinance to tell you what to do. Now, does that make when Mr. Cruz did good or bad? I mean, it's not for anybody to decide. But the fact of the matter, there's no ordinance here in the city of mission at this time. They're working on it because of this. But when he got the business license, there was no ordinance saying what a social club should do or not do. And the reason I mentioned when Mr. Luna did and everybody

else is because they're the ones that forced the conditional use permit upon him. Because if not, he would have gotten a conditional use permit from the beginning. Now, people don't want to talk about that. And they don't want to bring it up. But that's why I mentioned her deposition. Maybe some people think it's not important. Maybe they don't think that you have a code enforcement officer, Mr. Lerma that follows a criminal complaint and then goes to court and lies under oath, in my opinion, saying that it was incorrect. But yet nobody does anything about it. I don't know, to a business owner, anybody who lives in the city or operates, it should be important. So, nobody is asking anybody to do anything more than what the city has within its power. It's not my fault, or their fault that there was an ordinance for social club. They gave them a business license. They gave them a food establishment permit. Now, they want to talk about the authority. And they want you to say, in this instance, the statute and the ordinance is this and black and white, so you need to do it. But yet, on the other side, they're saying, Oh, but you know, what, over here on section 42, it supposes this it supposes that? Or does it say in Section 1.4. A, that you need to get a business license before anything else? It says that you should obtain from the city license to do so it doesn't say you must first get one it didn't say anything that they want you to believe. But on the one hand, they want you to say if you want anything changed Mr. Munoz, it's the senators, it's the legislature they need to go change that. What are they wanted to have an ordinance about social clubs' admission, they could have done that, too? Now, what I mentioned about it doesn't matter what type of business he was operating. The fact of the matter is, is that he had a license. There are rules, and there are procedures in the ordinance itself. If the city doesn't want to follow them, that's fine. say they don't want to follow them and change them. But if you're within the ordinances saying that people should be given an opportunity to know what my violations are to at least have an opportunity to fix it. Before you go and pull the permit, then I believe anybody who owns a business would ask for at least that, because then the city will be going at whatever point in time they want, and pulling somebody's permit. Without that business owner saying, wait a minute, hold on, give me a chance. What is it that I did? What violation do I have? What can I do to fix it? What can I work with the city on to do this and just to shut me down? So, we want to kind of I think gloss over that. But that's what we're asking for here is just follow the rules and reinstate the permit.

City Attorney Mr. Victor Flores stated So just briefly, one and its big word he said should that section 1.48 says they should have a business license actually says No person shall make use of any existing building or business without first obtaining admission license to do so. Second point I want to make is this Mr. Munoz suppose this takes all the police powers that the city has to prevent its residents and visitors from being harmed away. He says that, let's just suppose that they had a valid restaurant and they're operating a restaurant. And at this, one of the patrons goes into the restaurant and assaults a police officer in that restaurant. assaults, the security guard in there and then when mission PD comes on, also assaults mission PD. Absolutely. The city would revoke that business license in that same case, whether it was at 12 in the afternoon, or in this case 4:30 in the morning. Absolutely. The city will do that. And to take this away from that data authority to do that, to just sit and wait until an officer gets assaulted and also gets shot, and then pull the business license takes away that police power that was granted. I went over the Supreme Court cases in Texas Supreme Court cases and court of appeals cases that said, from the state to the city, we give you authority to do pass these zoning ordinances and they're going to be presumed valid. There have been no examples that Mr. Munoz has presented that say that they're not that Dorrans is not valid. In fact, he did what I told you he would do. He said, it should be more limited. It's not fair. There should have been a process for a business license. If it wanted to. The Council could have done that. But it didn't. Miss DeLuna, has the complete authority to make sure that those ordinances are used to protect and make safe the residents of the city of Mission. Thank you.

Mr. Alberto Salazar asked that if anyone had any questions.

Mr. Michael De Leon stated So currently, the city does not have any type of workouts right now to prohibit somebody such as this club, like an afterhours club from operating.

City Attorney Mr. Victor Flores stated That's correct. And the explanation behind that is, and what I tried to say is, even if it did.

Mr. Michael De Leon stated but it doesn't.

City Attorney Mr. Victor Flores stated if it had a social, if it had a social club policy, and this would have happened, the city would have still pulled that business license, because there's public safety.

Mr. Michael De Leon stated So right now somebody could have started, there's nothing saved. The city can enact an ordinance right now. So, you don't want city admission as at this point on will no longer allow clubs such as this or establishments such as this to be in existence, correct? City Attorney Mr. Victor Flores stated correct. He added that the reason why I didn't want to open up, you asked me a question I wanted to answer. So, because what you're referring to relates to conditional use permits that regulate the use of the building, but we're talking about today, and the reason that was listed in the revocation was for public safety.

Mr. Michael De Leon stated that prior to this, let me ask you, were there any, is that true? They took her deposition in the air deposition, she stated that there's never been any other instances of issues with the police departments ever have to have to be called out for, for invoice validation.

City Attorney Mr. Victor Flores stated the conditional use permit itself. And I know the legalities of it, because what I'm saying is

Mr. Michael De Leon stated I was asking you a question.

City Attorney Mr. Victor Flores stated and I'm trying to answer.

Mr. Michael De Leon stated It's a yes or no question.

City Attorney Mr. Victor Flores stated Well, and I have to qualify it, because that goes beyond what was posted for this meeting, which is under the topic, the Texas Open Meetings Act. And, and I'll defer to legal counsel for the board. But if items are talked about in this session that are not posted on the Texas Open Meetings Act, that that could render any decisions made at this board. voidable. So that's why I can't go beyond that. And really explain to you the nuances of the conditional use permit. Litigation. That's what before, here's a public safety concern that happened on August 6, and after that, the facts and the findings and the evidence for the verification were all dated back to August 6, period.

Chairman Alberto Salazar asked if there were any other questions.

Mr. Eluid Reyna stated that he would like to comment that the safety alone, you know what happened? Very, you know, it's, I guess, not very common. I've haven't heard that much.

Mr. Michael De Leon stated that is was very common to happen.

Mr. Eluid Reyna stated to an officer.

Mr. Michael De Leon stated first of all, it was an off-duty officer. It was not a city of mission officer.

Mr. Eluid Reyna stated it states

City Attorney Victor Flores stated the responding officer was from the city of mission.

Chairman Alberto Salazar stated the officer acting as a security to the establishment was from another city, you stated.

City Attorney Mr. Victor Flores stated that there were two officers are assaulted in the security guard. There were a security guard and off duty police officer that worked for blackout. They were both assaulted. The mission police officer that also responded was also assaulted by the patrons.

Mr. Michael De Leon asked so he has three assault charges pending against him.

City Attorney Mr. Victor Flores stated There were three that were submitted in the police report. Yes. And public intoxication. Yes, sir.

Mr. Michael De Leon stated they're all pending. Correct?

City Attorney Victor Flores stated yes.

Mr. Michael De Leon stated let me ask you this. Mr. Flores. You know, and the reason I asked you this, because my first job is a lawyer was a prosecutor at the game Congress. So, I did a lot of use cases. I try over 30 cases to handle a lot of pleas but I saw it on an everyday basis. And it happened everywhere from assaults happen over from Chill's to nightclubs. They're open to cities from, Edinburg to McAllen. And so, I've seen and so in a lot of those instances, some of these places they weren't shut down. I would continue to see from some of these in places it to happen continues.

City Attorney Mr. Victor Flores stated you're right. Actually, on that same night, there was another incident in Edinburg where there was a shooting of involves an after our parties at a BYOB place the exact same night.

Mr. Eluid Reyna stated that he would like to I guess need to be clearer of what we're discussing here. What's, are we discussing necessarily,

Chairman Mr. Alberto Salazar stated that Mr. Flores mentioned that we are only looking at the fact that Miss De Luna has the authority. And if she acted arbitrarily, or an abuse of discretion?

Mr. Eluid Reyna stated well, I believe, if what they've stated, you know, the articles they stated, I believe Miss. Luna has all the authority to do what she did.

Mr. Michael De Leon stated well, she has authority. But I mean, we as a board, you have to decide. With your due diligence on her behalf.

Mr. Eluid Reyna stated how true is that.

Attorney Sergio Munoz stated that he wanted to ask a question first. because I mean, you have Mr. Flores. here that represents the city so he can talk about procedure, all he wants about what the city should do, what the power of the city has the power the cities don't have. So, I mean, if there's going to be a fair hearing, then how is that he's not council for the for the board.

Attorney Joe Crawford stated I'm here from private law firm in Austin. I'm here to counsel the board on procedural issues and sort of the appeals process. What the board is tasked with tonight is determining whether or not the planning director and if you decide to hear it, the health the health director, acted within the bounds of the permit, or sorry, within the bounds of their ordinance, when they made the determination to revoke the license.

Mr. Eluid Reyna stated that being said, I guess my question is no longer to you, Mr. Flores is going to be to, Mr. Crawford.

Mr. Eluid Reyna stated what was the comment or question the board member had made.

Mr. Michael De Leon stated what kind of discretion? Yes. I mean, she has a complete mind. So, she, has complete authority. So, is it our job to ensure some type of oversight, whether or not there were some due diligence on her behalf? Other than what evidence did she. What was her decision? What does she rely upon?

Attorney Mr. Joe Crawford stated that the board are basically like a mini court, you're required by judicial body? And so as far as the license revocation process, it's not explicitly spelled out in the ordinance. So, because the legislative actors of the city have given you all an ordinance with gaps to fill in your job. Now, they've given you the work of deciding what is and isn't within the powers that are granted in that ordinance.

Chairman Salazar stated my question is, obviously this is a not something you see often, I guess, how often are business licenses revoked? What is the process from beginning to end? And is there any other appellate or any other way that someone that loses their business license can appeal other than this body?

Attorney Joe Crawford stated that They can appeal the decision here under state statute, they can appeal it to a district court. And sounds like the matters at issue, broadly speaking, about their ability to conduct the business that they've chosen to conduct in that place can continue or being litigated in court as well. And if you guys decide not to decide on the revocation of the food permit, then that would be subject to a separate appeals process. He added that he didn't entirely answer your question because I can't about the procedure for code enforcement, if you could give us some insight about that, excuse me?

Mr. Michael De Leon asked what's the process like this person get a chance to remedy the situation?

City Attorney Victor Flores stated So, the way we I would advise the planning director is that you take it on a case by case basis, right? You take on case by case basis, depending on the severity of the conditions. And so, if it's a very severe condition, I would advise him to act immediately. If it was less severe, I'd advise them to be and in Frank, in all candidness, we've been trying to work with them since March.

Mr. Michael De Leon stated so this one, was one of the extreme ones.

City Attorney Victor Flores stated it was an extreme safety incident that occurred, yes.



Mr. Michael De Leon asked Mr. Munoz What do you think the city should have done? They should have taken measure or?

Attorney Sergio Munoz stated first and foremost, you know, the ordinances or the ordinances, right. And if you're trying to police and tell somebody how they should operate, but you don't have an ordinance to say, what they should do, then how can you tell them whether they're right or wrong, and that goes with the BYOB and the business license that we have before you today. Now, if they want to rein that in and make all those changes, which they're working on, now, they can go ahead and do that. But I think the city wants to sidestep the issue about the planning director and the authority they have and whether it's absolute etc. and all that. I don't think anybody would argue that they don't have authority to do what they're doing. But you would expect them to be diligent in how it's done. So, it is important to mention that if you are asking somebody to make these changes, you yourself as a planning director should go out there and verify whether it's true or not, you should go out there and inspect the place, you should go out there and make that determination. Because the business owner and the city council is relying on you based on your representations. Just like when he filed a lawsuit, and you have an affidavit from the criminal from the court enforcement officer saying that there was a violation of criminal complaint. And then that same code enforcement officer goes to court and admits that he was incorrect. Now, maybe because they work for the city. Nothing happens to them. But I would probably say that if it was me, and I lied under oath on an affidavit. I'm pretty sure it would be at the DA office for some sort of perjury charge. That's for sure. So, what I think the city could have done, since, as they say they've been trying to work with this this whole time. I mean, that's why we had the order from Judge Maldonado, because we had an agreement is they could have said after August 6, you know what we need to this is what happened? What can we do to remedy it? Is there a remedy is or not? Is it something so extreme, that nothing no matter what you propose, could not take care of this or could not stop this from happening at any point in time again, but that didn't happen. So, my opinion to it is that I think for anybody that would at least want that opportunity to be heard and to be given a chance to fix it. And if it's not up to par to what they expect or what they want, then I think you take the extreme measures. That's my opinion, obviously, on behalf of my client, and it's not an issue about saying, Well, Mr. Munoz says or I say, because it's not an argument of personalities, I'm just going based on what the facts are. And if we don't like the facts, and we don't like what people said, in depositions, or what people did, well, that's not my fault.

Ms. Dolly Elizondo stated that she would like to hear from Miss. De Luna. In regard since you're the topic of How did you come about deciding, executing your authority to revoke the business license?

Miss Susana De Luna stated that when she was informed of the incident of August 6, when I was informed of the incident of August 6, I did have a I did talk to our city manager and our legal department as to what the procedure of what can we do in this in this particular case for this particular business? I did get a copy of the police report on August 7. And we have and in reading the report, it is a safety concern. And that is basically the main concern why after talking to our city manager and our legal it was, it was recommended that we revoke the business license.

Ms. Dolly Elizondo stated So prior to August 6, there's an incident search in our packet where these are all the reports.

Ms. Susana De Luna stated those were all the reports that were for that location police reports that were done.

Ms. Dolly Elizondo stated was that taken into consideration in making the decision.

Ms. Susana De Luna stated that was part of them as well, because they did not only have the August 6, but there were other reports that were also considered.

Ms. Dolly Elizondo stated So while this was going on all these incidences where was there any discussion with the business owner? Because I'm, I'm looking at the report and some of these incidents are 3am 5:49am.

Ms. Susana De Luna stated that that was part that was discussed as part of the conditional use permit.

Chairman Alberto Salazar asked if there were any more questions for Ms. De Luna.

Mr. Humberto Garza asked Ms. De Luna when you originally issued the business licenses. Does it state the hours of operations?

Ms. Susana De Luna stated "yes".

Mr. Humberto Garza stated does it state the hours of operation?

Ms. Susana De Luna stated that they were proposing 24 hours a day, seven days a week.

Mr. Eluid Reyna asked did the city approve 24 hours?

Ms. Susana De Luna stated that application was approved.

Mr. Heraclio Flores asked if it was common to have alcohol and there's no beer permit? Right?

Ms. Susana De Luna stated correct.

Mr. Heraclio Flores asked if there is an ordinance where no alcohol is allowed at certain hours? Ms. Susana De Luna stated that most of this business, if they are going to sell or consume alcohol at a location, they required them to apply a conditional use permit. It was discussed during workshop with a council that from now on any business, even if it's a BYOB, they would recommend a conditional use permit.

Mr. Heraclio Flores stated for the same reason tends to have alcohol.

Ms. Susana De Luna stated Exactly. And it's hard for us to monitor.

Mr. Heraclio Flores stated you want all the facts upfront.

Ms. Susana De Luna stated Exactly, before we even consider any of this type of events.

Chairman Alberto Salazar asked when they applied Ms. De Luna, what did you define the establishment as? Is it a nightclub?

Ms. Susana De Luna stated that what was noted on the application was social club.

Chairman Alberto Salazar stated but there was no definition set in the city yet for that.

Ms. Susana De Luna stated that we don't have anything that defines a social club. But in looking at to once we start getting complaints, we started looking at what type of business it was. We were under the impression of social club was more like poker club. That was the idea we had once we started looking at their Facebook, they were advertising as a dance club. Therefore, that's why we asked him to come in and apply for a conditional use permit, because we do have a definition for a dance club.

Ms. Dolly Elizondo stated that if the business license asks if alcohol will be served? Yes. And if they have made any applications like with TABC.

Ms. Susana De Luna stated that they will receive the application that state if alcohol is going to be sold at the premise or if it's going to be consumed there. They require automatically conditional use permit. So even before it's showing the license, they will need to go before conditional use permit.

Chairman Alberto Salazar asked if there was an ordinance in the works at city with the council? For this type of establishment?

Ms. Susana De Luna stated "yes".

Chairman Alberto Salazar stated what does it state.

Ms. Susana De Luna stated actually we have a moratorium right now that we are actually looking into establishing whether they're going to want this type of events or this type of businesses in their city and if they are what guidelines are we going to have currently we do not have anything.

Mr. Humberto Garza asked how many social clubs do we have in the city?

Ms. Susana De Luna stated we have about three, but they are considered a social club. There more like poker clubs. That's how we've seen the ones that we currently have.

Mr. Eluid Reyna stated that if we had anything in the ordinance stating that differentiating.

Ms. Susana De Luna stated no, that is something we are working on.

Mr. Heradio Flores stated but, on this application, it stated that alcohol was going to be consumed.

Ms. Susana De Luna stated no, they have BYOB.

Mr. Heradio Flores stated but BYOB states you have the option to bring it.

Ms. Susana De Luna stated any BYOB would have not required a conditional use permit prior to the adoption of the ordinance.

Ms. Dolly Elizondo stated it's if the alcohol is being sold?

Ms. Susana De Luna stated yes.

Mr. Humberto Garza asked if any of the other social clubs offering alcohol?

Ms. Susana De Luna stated I'm not sure on that. I'm not I'm not sure if they are or not. Because currently, they were the ones that have applied for a conditional use permit the one that I know of and was denied. So, the other ones have not specifically or did not state in their application if alcohol was going to be served.

Mr. Heraclio Flores asked so it could be BYOB?

Ms. De Luna stated there could be a possibility.

Mr. Eluid Reyna stated that he thinks one item that the city's been stating is, you know, public safety, I believe, we're undermining public safety as a board. Right now, we're discussing more of the permits and licenses than, you know, the important matter, which I believe is public safety.

Mr. Humberto Garza stated that he has two questions for the owner of the business. Mr. what exactly do you do at your social club after 2:00a.m.?

Mr. Yair Cruz stated our members to gather there to have their parties.

Mr. Humberto Garza stated members, so I just can't walk in.

Mr. Yair Cruz stated No, you must be a member. There's an application, you do a QR code, you scan it, and then you put all your information, and then we'll get an email with your information. We approve it. Once you get approved, you get an email with a QR code to your email, and you show that at the door that stating that we have information from us to know who you are, depends on the on the area that you're from. We also use it for us marketing.

Mr. Humberto Garza asked as a member, am I allowed to take guest?

Mr. Yair Cruz stated Yes, you can allow to be taken one guest per member unless you have a party. So, you have a you put a party together like a small kid and like a small Meet and Greet of an artist, and you have guests as a member. So, you give them a QR code, also for them to be able to be allowed. Because we do that we do. We do meet and greets for artists as well. So that's the what that's how we would do this. Recently, we have Frontera and mission and I coordinated that event and the location have no permits and it still happened.

City Attorney Victor Flores stated we cited the promoter.

Mr. Yair Cruz stated I have never received a citation at my business blackout.

Mr. Humberto Garza stated you cited the promoter that brought Frontera in.

Mr. Humberto Garza asked what safety precautions do you take when all your members and their guests come?

Mr. Yair Cruz stated We have a way on the entrance. We have a police officer that we hired. We had hired mission PD as well. We hired two units.

City Attorney Mr. Victor Flores stated that's not true.

Attorney Sergio Munoz stated If we are going to give him an opportunity to ask questions.

Chairman Alberto Salazar stated we're going to limit you and Mr. Flores.

Attorney Sergio Munoz stated If Mr. Flores can get up and say whatever he wants I should be able to do it to.

Chairman Alberto Salazar stated we're going to limit the answer.

Attorney Sergio Munoz stated because I mean, It certainly happened several times, yelling from there sitting down, saying that's not true.

Chairman Alberto Salazar stated we will limit the comments from the speaker.

Mr. Yair Cruz stated Yes, I have text from Mr. Flores. The police, the one that arranges the police. I have a text I can show it to you right now with Mr. Cesar Torres I can show you as well. I have text with him when I hired mission PD and I have prove when I paid each officer \$200.

Ms. Dolly Elizondo stated do you mean the chief?

Mr. Yair Cruz stated yes, Cesar Torres and Flores is the person that I gave me the schedule for the for the police department to hire them. I can show them to you.

Chairman Alberto Salazar stated other than the membership do you screen individuals you know that once they come.

Mr. Yair Cruz stated we have about eight depends on the day. We have from six to eight. The off-duty cop to outdo the cops. And also, we have security guards, the security guards and the entrance the cop. They screen the people that is going to come in. They have ones for metal detectors and also pat them down.

Chairman Alberto Flores asked what about intoxication or anything like that?

Mr. Yair Cruz stated We don't really look at that. As a unless they become very intoxicated. That's the issue that happened on that day that they're mentioning.

Chairman Alberto Salazar stated so Mr. Ramirez the one that was thrown out. So, his membership is revoked.

Mr. Yair Cruz stated he didn't have a membership that didn't allow him to come inside. He was trying to get in.

Mr. Yair Cruz stated That's the reason that altercation happened. Actually, the problem that happened it didn't happen inside, it happened outside of the building. I know they mentioned about the police officer being assaulted. I know, there's a police report. But that wasn't the case. There was no an officer for mission PD to be assaulted. I remember that. They said, the police officer was assaulted at the hospital, the police officer for mission, he wasn't assaulted there, our location, we stopped the person from coming in, because he was very aggressive. So that's how everything happened. We didn't allow them inside. So, we were preventing that problem to happen inside. And like, I know for the fact there has been other places that worse things have happened shooting on the premises, and the places to open and I can say the name is taboo. There has been a hearing about about that place. And nothing happened just to open.



Mr. Eluid Reyna asked is a Is a parking lot. Consider their business.

Attorney Joe Crawford stated Yes, well, It depends on what's included In the applications. But In this case, the parking lot is In the property that they're I assume leasing.

Mr. Yair Cruz stated we're leasing. And it's a community parking lot. So, for that same reason, when mentioned, PD said, that was a public area. And they went in there and block all the entrances for other businesses, not just my business, but they blocked the entrances. And I asked for many times for where the paperwork that you can do this. I felt hopeless. I had to call Rangers, I had to call other other sheriffs to show up, because the police department was very, very, very aggressive. And we have prove we have videos when they are told not to go into the building. They opened the door for the building. And they went inside and they were telling my people to get out. And I didn't think that that's something that could happen.

Mr. Eluid Reyna stated Is this matter being presented In a court right now?

Attorney Joe Crawford stated I believe there's, I believe that there's a separate issue on the conditional use permit being handled in court, and I'm not up to speed on that litigation.

Mr. Eluid Reyna stated I say it again, I think this you know, overreaches or authority.

Mr. Michael De Leon stated buddies here, we got to make a decision.

Chairman Alberto Salazar asked any other questions for staff? or Mr. Munoz, and Mr. Flores?

Mr. Eluid Reyna asked Is this open to the public?

Attorney Joe Crawford stated After? Yeah, after they're done discussing, then the public will have a chance to comment.

Chairman Alberto Reyna stated any other discussion from the board?

Mr. Heraclio Flores stated I just want to state that it seems like on any case, per se, I mean, at the city always has the option for safety. Right. And it's as things change, and things Michael mentioned, Chill's, this actually doesn't sell alcohol beyond two o'clock. It's hard to have an ordinance for every little thing that comes up that's, a style or a new thing. And so, every city has to adjust. In, you know, our task was also the safety of the citizens. So, it's, um, with Mr. Reyna restoring that it's, it seems to be on the scope of this board, but it's here so we got to make a decision.

Chairman Alberto Salazar stated any other discussion.

Chairman Alberto Salazar stated Ill open the meeting to public comments. Anyone in the audience wanting to speak?

Mr. Paul Ramirez stated Like, are you ready? If this passes if this goes against this man, I'm not here to judge right or wrong about this, but I am asking you this. If you do this are you going to go after all the businesses in town that have questionable behavior, we have Raspas places that sell alcohol if you want to drive away with it. We have gambling machines and grocery stores. We have all kinds of stuff going all over this town. But is this ruling going to be a wedge to go after all kinds of businesses? That's my question.

Chairman Alberto Salazar asked staff if anyone signed up to speak?

Staff stated no.

Chairman Alberto Salazar stated that I'm gonna go ahead and close the public hearing portion and open up discussion amongst the board.

Mr. Eluid Reyna asked is there a time limit for?

Mr. Heraclio Flores stated we have to motion on whether the decision to remove business license was valid.

Chairman Alberto Salazar stated that's correct. Or we have a motion to turn the revocation of the business license to overturn the revocation of the business license to go against the city.

Chairman Alberto Salazar stated Mr. Reyna any comments.

Mr. Eluid Reyna stated already placed on my comments mean that I'm not able to vote.

Chairman Alberto Salazar stated Mr. Reyna is an alternate today's as is Miss Elizondo.

Attorney Joe Crawford stated just for clarity, there's one absent board member. So, we have three alternates present one of them, Mr. Riddle will be a voting member today, filling in for the absent board member. And the other two are just here for the discussion and they won't be voting Okay.

Mr. Heraclio Flores asked Attorney Joe Crawford whatever decision we made, is it binding?

Attorney Joe Crawford stated you shouldn't treat all appellants the same when they come before you based on the facts and what the ordinance says. It sounds like the legislative actors in the city are trying to give you guys some more to work with for future cases. So, you'd be interpreting a different ordinance if the ordinance changes at that point. But most of these cases are going to be pretty fact specific, but you should venture to treat everyone the same. And I think having a good discussion about what you guys think is important. And when an action like this can be taken. It's important to sort of talk about those things so that you can give your future considerations more flesh more things to talk about.

Mr. Andrew Riddle stated I'll make a motion. I make a motion on the floor. that the city planner acted a little too quickly in her decision making. I'll make a motion to overturn the decision that was done by the city.

Chairman Alberto Salazar stated Mr. Riddle has motion to overturn. And Mr. DeLeon has second.

Chairman Alberto Salazar stated I'm going to do a roll call here. All those in favor, signify by raising your hand.

Chairman Alberto Salazar I'm going to do a roll call here. All those in favor, signify by raising your hand. Okay. Mr. De Leon votes. Yay. Mr. Riddle votes yay. Mr. Reyna is a non-vote, Mr. Flores votes nay but you need for but you have also Mr. Garza, this statement I'm voting for. But I'm not crazy about the tech business or operating in the hours of operation by

Chairman Alberto Salazar stated Chairman Mr. Garza, Mr. de Leon and Mr. Riddle are for, and Mr. Flores is a nay

Chairman Alberto Salazar stated I vote nay and motion passes. No. Motion fails.

Chairman Alberto Salazar stated I vote Nay. Motion fails.

Chairman Alberto Salazar stated I to hear a motion on the food permit?

Attorney Joe Crawford stated Mr. Chairman? Yes. It's my recommendation that this board cannot hear an appeal of the food permit just because you haven't been given that authority to hear these appeals outside of the zoning ordinance In your ordinances. That's just my recommendation.

Chairman Alberto Salazar stated as per counsel's recommendation, I moved to table the food ordinance portion. That was second. Second

Mr. Heraclio Flores second.

Chairman Alberto Salazar all those in favor? Aye.

Attorney Sergio Munoz asked what's the process for the food permit? Because the request for the appeal that was said, as I understand it was for both so if you're not taking up the food, what would be the process then for business owner then to appeal that decision?

Attorney Joe Crawford stated Sure. I think you I don't know if top of my head. Okay. I can send you a message after the meeting.

Attorney Joe Crawford stated Chair, if I can recommend just to keep a tidy record here. Did you take a vote on tabling on the food?

Chairman Alberto Salazar stated correct.

Attorney Joe Crawford stated Okay. If a tabling motion, this is going to get pretty technical. So, I apologize for everyone here waiting to hear their specific variance request. Yeah. I apologize to everybody waiting, because this is gonna get kind of technical. But a motion to table means that you're not taking an action on the item. And I would recommend that you take the action. Holding that that appeal is outside of your jurisdiction.

Mr. Eluid Reyna stated That's what I was gonna say I believe the food permit is outside of scope.

Attorney Joe Crawford stated I would recommend a motion holding that the food permit appeals outside of your jurisdiction.

Chairman Alberto Salazar stated Do we have a motion? As stated from counsel?

Mr. Heraclio Flores stated I set a motion I set a motion that we table this as stated by our counsel.

Chairman Alberto Salazar stated Oh, he's stated to hold it because it's outside

Attorney Joe Crawford stated tabling it, which suggests that you're going to take it up later. Just hold just finding as a board that it's outside of your jurisdiction.

Mr. Heraclio Flores motioned is out of our board for a later date, but it's really outside our scope.

Chairman Alberto Salazar stated I have a motion. Do I have a second?

Mr. Humberto Garza second.

Chairman Alberto Salazar stated We have a second. All those in favor? Aye. All those opposed? Motion carries.

Ms. Dolly Ellzondo recommended to go to Item 1.6

### **ITEM #1.3**

**TO KEEP A 0' CARPORT SETBACK INSTEAD OF THE REQUIRED 18', AT 511 E. 15<sup>TH</sup> STREET, BEING THE WEST 99' OF LOT 7, BLOCK 2, BLAKE ADDITION & A 0.051 ACRE TRACT OF LAND ADJACENT TO THE EAST LINE OF LOT 7, BLOCK 2, BLAKE ADDITION, REQUESTED BY EDUARDO OLIVAREZ**

Ms. Dimas stated that the subject site is located approximately 180' east of Francisco Avenue along the north side of E. 15<sup>th</sup> Street. The Irregular lot measures a total 20,363.86 sq. ft.

The applicant would like the Board to consider the above-mentioned variance to keep a 12' x 21' carport, which was been built without obtaining the proper permits. The Building Inspector placed a Stop Work order at the site and since then the applicant has not continued with the construction; as he is waiting the resolution of the variance.

Staff notes that ZBA has not seen any variances within the area.

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

**RECOMMENDATION:** Staff recommends denial. Structure needs to be modified or removed to comply with the required setback.

Chairman Alberto Salazar asked If the applicant was present?

Mr. Eduardo Olivares stated that he resides at 511 East 16th Street in Mission Texas. He added that he apologizes for the confusion with the contractor that was building. They were told to make sure you go to the city get the permits, get everything you need to get done. They started work and then within 24 hours 48 hours after there was a red tag on my property. I called Valley welding and I say what happened? They followed through, and my understanding from the contract who couldn't be here, who actually just came out of the hospital. They submitted some blueprints, some information to the city. That's what I was told, I want to be in compliance with the city.

Mr. Garza asked that if there are any easements that are in the way?

Ms. Dimas stated no, there's no easements.

Mr. Reyna asked the carport in question? Is the one with the red beams. He added did they stop construction.

Mr. Eduardo Olivarez stated yes, we didn't want to violate any rules.

Chairman Alberto Salazar stated there no other variances in the area

Mr. Eduardo Olivarez stated there have been variances all along the alley going south, there is zero like zero lot line garages and zero lot line buildings that have been done throughout that area on South and then within that neighborhood, you could count like 12 different properties that have zero lot line.

Ms. Dimas stated that I did the research on all of Lake subdivision all the way to, I want to say 1998, and I could not find any other variances through the board.

Chairman Alberto Salazar asked if there were any input against the request.

There was none.

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

Mr. Eluid Reyna asked if both structures were exceeding the sq. ft.

Ms. Dimas stated that it was both structures. She added that they measured both structures and they were a total of 1,744sq ft and was exceeding 944 sq.

Chairman Alberto Salazar entertained a motion Mr. Riddle moved to approve the 0' carport setback Mr. De Leon second the motion; Upon a vote, the motion passed unanimously.

Mr. Garza stated for the record, this track is grandfathered in track with that was divided by metes and bounds prior to subdivision rules and ordinances. So, their setbacks are different than a modern subdivision.

**ITEM #1.4  
TO KEEP A 0' CORNER SIDE SETBACK INSTEAD OF THE REQUIRED 10', 0' SIDE SETBACK INSTEAD OF THE REQUIRED 5', AND A 2' REAR SETBACK INSTEAD OF THE REQUIRED 12' U.E. AT 3709 SAN RODRIGO, BEING LOT 10, SHARYLAND PLANTATION VILLAGE LAS PALMAS DEL REY, REQUESTED BY LUIS VERDIGUEL**

Ms. Dimas stated that the subject site is located on the NorthWest corner of Santa Lorena and San Rodrigo. The lot measures 65'x110' for a total 7,150 sq.ft.

The applicant would like the Board to consider the above-mentioned variances to keep the following: a 6' x 15' shed, an attached pergola to the home, and a 5' x 20' pergola, which were built without obtaining the proper permits. The first violation was discovered by the Code Enforcement Division when doing a sweep in the area.

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

<u>Legal Description</u>	<u>Variance Request</u>	<u>Date of Meeting</u>	<u>Recommendation</u>
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Lots 1, 10 & 11, 28 & 29, 34 & 35, 40 & 41, and 70      10' corner setback      5/9/00      Approved

It is noted that previously this property obtained a variance for the corner setback to be at 10' instead of the platted note of 15. Staff mailed out 29 notices to the surrounding property owners within 200' radius to get their input in regards to this request. As of this writing staff has not received any comments in favor or against the request.

**RECOMMENDATION:** Staff recommends denial. Structures need to be modified to comply with the required setbacks.

Chairman Alberto Salazar asked if there were any questions for staff.

Mr. Reyna asked if there were any utility easements.

Ms. Dimas stated yes, on the rear of the property, there's a 12' utility easement and a 10' utility easement on the corner side.

Mr. Reyna asked where the pergola is at?

Ms. Dimas stated where the shed is.

Mr. Riddle asked if there was a permit for the pool?

Ms. Dimas stated that she was not aware.

Mr. Riddle asked if there was an HOA.

Ms. Dimas stated yes, there is an HOA for this property it's in the plantation area. She added that there is a swimming pool permit.

Mr. Reyna stated that if the enforcement was considered.

Ms. Dimas stated that she called the HOA and nothing had been received for this address.

Mr. Reyna stated that last time we had an item with an HOA we recommended that the HOA be present.

Chairman Alberto Salazar asked if there were any other questions for staff.

There were none.

Chairman Alberto Salazar asked if the applicant was present.

Mr. Luis Verdiguél stated that he resides at 3709 San Rodrigo. He stated that he did submit to the homeowner's associations when I build the playpen for my children. He added as far as the pool in the dimensions I bought that house and the builder actually recommended somebody to build me that pool. As far as the playpen that I built and the pergola I did not get a permit for that because it did delay when I submitted it to the homeowner's associations. They wanted



something like professionally done like with an architect and something so I bought my own software and I did it myself.

Chairman Alberto Salazar asked if he purchased this home brand new.

Mr. Luis Verdiguél stated that he purchased this home brand new.

Chairman Alberto Salazar asked how permanent is that pergola? Is it set on concrete?

Mr. Luis Verdiguél stated that the poles were set on cement.

Mr. Reyna stated that he had a question for Mr. Flores. Does the HOA need to be here to hear this out?

City Attorney Mr. Victor Flores stated yes preferably.

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

Mr. Reyna stated that there's a 15' side setback that the house is encroaching on when it was built was a variance granted?

Ms. Dimas stated that there was a mass variance for corner lots within that subdivision that reduced the corner setback to 10 from 15.

Chairman Alberto Salazar entertained a motion. Mr. Riddle moved to table the variance until the HOA be present. Mr. Reyna second the motion; Upon a vote, the motion passed unanimously.

#### **ITEM #1.5**

**TO KEEP A 2,400 SQ. FT. CARPORT STRUCTURE INSTEAD OF THE 800 SQ. FT AT 504 MELBA CARTER, BEING THE EAST 1 ACRE OF THE WEST 22.28 ACRES OF 35.71 ACRES OUT OF THE SOUTH ½ OF LOTS 15-7 AND 15-8, WEST ADDITION TO SHARYLAND (U/R LOT 51, MELBA CARTER), AS REQUESTED BY JUAN ALONSO GARZA**

Ms. Dimas stated that the subject site is located approximately 1,580' east of Conway Avenue along the south side of Melba Carter. The lot measures 71.41' x 610' for a total 43,560.10 sq. ft.

The applicant would like the Board to consider the above-mentioned variance to keep a 64' x 40' carport structure that was built 1,600 sq.ft. over the allowable 800 sq. ft. This violation was discovered by the Code Enforcement Division when doing a sweep in the area.

Accessory structures are allowed on R-1 (Single Family Residential) lots, however, they need to meet the following requirements.

d) An accessory use customarily related to a principal use authorized in this district. Furthermore, any non-living accessory structure, such as a carport or a garage, whether as an addition or as a detached building, shall not exceed a maximum size equal to 40% of the primary structure's living area; and

shall not exceed the primary structure's total height, as measured to the top of its roof. However, if the primary structure's living area totals less than 2,000 square feet, the accessory structure may be constructed to a maximum size of 800 square feet.

Staff notes that recently ZBA approved a similar variance for Lot 44 on June 21, 2023.

Staff mailed out 19 notices to the surrounding property owners within 200' radius to get their input in regards to this request. As of this writing staff has not received any comments in favor or against the request.

**RECOMMENDATION:** Staff recommends denial. Structures need to be modified to comply with the required setbacks.

Mr. Riddle asked staff had this been permitted as a single-family residents would most likely have passed being a metes and bounds.

Ms. Dimas stated that it is a single-family residence. It's an unrecorded subdivision. It's known as the Melba cutter subdivision. So, there are individual lots that never got recorded. So, it's one of those old neighborhoods.

Mr. Riddle stated curious just for peace of mind had it been right had been permitted as a single-family residence as opposed to an industrial deal. That would have been the proper channel.

Ms. Dimas stated it is single family residential.

Mr. Reyna asked that if the applicant had permits?

Chairman Alberto Salazar asked if the applicant was present.

Mr. Alonso Garza was present. He stated that he built that carport for his cars.

Chairman Alberto Salazar asked that if he had a business.

Mr. Alonso Garza stated no. I have several cars that I park under the carport.

Chairman Alberto Salazar asked who built the carport?

Mr. Alonso Garza stated that he hired a welder.  
Discussion amongst the board.

Chairman Alberto Flores asked if there was anyone for or against this item.

Mr. Bill Davis stated that what the board needed to consider is when these properties were brought into the city, because prior to that the county is pretty loose with whatever you could do with your property.

Ms. Patty Friday stated that she resides at 409 Melba Carter and was in opposition. Stated that when she tried to build a structure her permit was denied.

Chairman Alberto Salazar asked you tried to obtain a permit?

Ms. Patty Flores stated yes. And we got denied.

Ms. Dimas stated that some of those slots are split into different property owners. So that's probably why There's more than one building within one property.

Mr. Garza stated that this development has been around for many, many years. So, I'm very familiar with the area. And like you said, you'll find tracts of land that were grandfathered in prior to the 90s or 80s.

Mr. George Rodriguez was present and in favor of this item.

Discussion amongst the board.

Chairman Andrew Riddle entertained a motion to close the public hearing. Mr. Riddle moved to close the public hearing. Mr. Reyna seconded the motion. Upon a vote, the motion passed unanimously.

There being no further discussion Chairman Alberto Salazar entertained a motion. Mr. Riddle moved to approve the variance Mr. De Leon seconded the motion; Upon a vote, the motion passed unanimously.

#### **ITEM #1.6**

#### **TO ALLOW A 3' SIDE SETBACK INSTEAD OF THE REQUIRED 6' OR 0' (IF FIRE RATED) SIDE SETBACK AT 1708 TONI LANE, BEING LOT 33, STEWART VILLAGE PHASE 2 AS REQUESTED BY JOSE MUNOZ**

Ms. Dimas stated that the subject site is located approximately 550' east of Stewart Road along the south side of Toni Lane. The lot measures 40' x 78.34' for a total 3,133.60 sq.ft.

The applicant would like the Board to consider the above-mentioned variance in order to have some space between the adjacent homes.

The property is currently zoned R-1T (Townhouse Residential) and the setbacks that must be complied with are as follows: Front 10', Rear 0' and side 6'. However, townhouses separated by firewalls meeting the requirements of the building code may build to the property line where such structures abut.

Staff mailed out 35 notices to the surrounding property owners within 200' radius to get their input in regards to this request. As of this writing staff has not received any comments in favor or against the request.

**RECOMMENDATION:** Staff recommends Approval, since the applicant is proposing to install a firewall on each side.

Mr. Riddle stated he did confirm he was going to install a firewall.

Ms. Dimas stated yes firewalls will be on both sides of the home.

Mr. Riddle stated and by doing so, there's an exception.

Ms. Dimas stated Yes, by doing so they can go all the way to the zero-foot lot line.

Mr. Riddle stated which is considered a zero.

Ms. Dimas stated In this case, instead of leaving the zero he wants to leave three feet so he can have some separation

Mr. Reyna asked How do you define a firewall?

Ms. Dimas stated a firewall they cannot have any windows or doors and they have to have fire resistant material of sheetrock

Mr. Reyna asked who stated It's a firewall?

Ms. Dimas stated the building inspector.

Chairman Alberto Salazar asked if there were any Input In favor or against the request.

Mr. Jamies Elliff stated that he resides at 1706 Tony Lane. I was a second home built and subdivision. My wife and I did extensive research. We came to the city. The city had approved it with six six-foot setbacks. I talked to the developer who was the first home builder In that subdivision. And he assured me what prior to me signing that contract, but their would-be six-foot separation from each home. And that's the way it is in that subdivision. I don't care about firewalls. I was just I was told something. I signed a contract When I came to the city, and the city said, these are the setbacks. And now you're coming in and changing everything. All my neighbors have six-foot separation between our homes. I don't care about these firewalls. All I know is that I'm going to have a wall right next to my house. Not any separation. No one, no one in this building is going to be affected by this but me and my wife

Mr. Reyna asked Mr. Elliff which property is yours?

Mr. Elliff stated the one on the left.

Mr. Riddle asked if there was a homeowner's association in that community?

Mr. Elliff stated no sir.

Ms. Dimas stated back In 2000, that's when the subdivision was developed, they had a set of rules on the setbacks six feet on one side and zero on the other side, however, the developer came In December 12 2000, just to apply only the r1 T setbacks.

Ms. Dolly Ellzondo stated So, once he changed it to zero lot line was allowed with the firewall according to the code.

Mr. Riddle stated to confirm no other homes In that area that were built, requested this varfance this would be the first one.

Ms. Dimas stated this will be the second one.

Mr. Jose Munoz stated I build several houses In that subdivision division in the past, actually one of the houses that has the same issues, I built it also, when I got the permit from the city many time ago. The only thing that that I noticed that is kinda of different is that the house from the next door has like an entrance on the side, when he was supposed to be a zero property on that

house, you're not supposed or you're not allowed, under my knowledge to have a zero on the side. So that's, I think that that's a problem right now.

Ms. Dolly Elizondo stated so, you're not using the zero-lot line, you are bringing it in actually three feet and losing.

Mr. Munoz stated that it was going to actually cost more to build the house. Because I need to reinforce the firewalls to have a five eight, sheetrock. And what I want to do is also to put a double, I think that the code says that you need to have only one, one lay and actually I'm going to put two under my knowledge as an engineer.

Mr. Reyna asked that if we have any specs for of the firewall? And the only thing? That question is because there's an opposition to it. As per building code, a firewall has to be built?

Ms. Dimas stated that the building inspector will be reviewing that, as a matter of fact, I think he already has reviewed it just pending approval.

Mr. Reyna stated I work with firewalls and they always, always miss interpret what really a firewall is because there's a fire barrier firewall and there's three different types.

Ms. Elizondo stated the contractor stated that the burn could be up to an hour before it. what kind would that be.

Ms. Dimas stated that a two-hour fire rated wall is for commercial and the one hour for residential.

Mr. Reyna stated that is correct.

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

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

Chairman Alberto Salazar entertained a motion to remove item 1.7 from the table. Mr. Riddle moved to remove item 1.7 from the table. Mr. Reyna seconded the motion. Upon a vote, the motion passed unanimously.

**TABLED ITEM #1.7**

**TO KEEP A 0' FRONT SETBACK INSTEAD OF THE REQUIRED 20', A 3' SIDE SETBACK INSTEAD OF THE REQUIRED 6', AND A 1' REAR SETBACK INSTEAD OF THE REQUIRED 15' AT 4005 AZUCENA ST., BEING LOT 59, COLINAS DEL RIO PH. 2, AS REQUESTED BY RONNIE ESCOBAR**

Ms. Dimas Stated that this item was previously tabled on August 16, 2023 in order to allow the property owner time to submit information on his disability.

Ms. Dimas stated that the subject site is located approximately approximately 80' south of Magnolia Street along the west side of Azucena Street. The lot measures 60' x 100' for a total 6,000 sq.ft.

The applicant would like the Board to consider the above-mentioned variances to keep the following: a 20'x13' carport and 2- 8'x10' sheds, which were built without obtaining the proper permits. These violations were discovered by the Code Enforcement Division when doing a sweep in the area.

In regards to portable buildings, Section 1.371(2)(C) states that one portable building not more than three percent of the lot's net square footage used for either storage, hobby or other similar accessory uses. Staff notes that one of the sheds would need to be removed or they would need to apply for a conditional use permit on the second portable building/shed.

Staff notes that ZBA has considered a variance in this subdivision.

<u>Legal Description</u>	<u>Variance Request</u>	<u>Date of Meeting</u>	<u>Recommendation</u>
Lot 19, Phase III	0' front setback & 5.7' side setback	4/21/21	Approved

Staff mailed out 36 notices to the surrounding property owners within 200' radius to get their input in regards to this request. On July 19, 2023 the applicant submitted a petition reflecting 28% in favor of this request.

**RECOMMENDATION:** Staff recommends denial. Structures need to be modified or removed to comply with the required setbacks.

Chairman Andrew Riddle asked if there were any input in favor or against the request.

Mr. Ronnie Escobar was presented. I'm just here I'm fighting for my carport. Like I said helps keep my vehicles out of the sun. That car port helps me when it's raining. I can get to my truck, without slipping. I got problems with my back my knees and everything. He added that as far as the sheds in the back he would combine them and make one. He mentioned that his wife was diagnosed with cancer and can't be in the sun.

Mr. Bill Davis was present. He stated that here's other carports in the neighborhood. And I don't see a problem with any of them.

Mr. Ruben Marroquin was present and for this item. He stated that everyone needs a carport for their cars to protect their vehicles.

Mr. Paul Ramirez was present and for this item. He added that these were good neighbors.

Chairman Alberto Salazar if there was anyone else in audience for or against this request.

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

Mr. Reyna stated that he would like comment that in the past we have approved this kind of variance request for medical reasons.

No further discussion Chairman Alberto Salazar entertained a motion. Mr. Riddle moved to approve the variance request for the carport; Mr. De Leon seconded the motion. Upon a vote, the motion passed unanimously.



Next item being discussed is 2 8x10 sheds

Mr. Reyna stated that the applicant stated that he would move it and build into one.

No further discussion Chairman Alberto Salazar entertained a motion. Mr. De Leon moved to deny the variance request for the sheds; Mr. Riddle seconded the motion. Upon a vote, the motion passed unanimously.

Chairman Alberto Salazar entertained a motion to remove item 1.8 from the table. Mr. Riddle moved to remove item 1.8 from the table. Mr. De Leon seconded the motion. Upon a vote, the motion passed unanimously.

**TABLED ITEM #1.8**

**TO KEEP A 3' FRONT SETBACK INSTEAD OF THE REQUIRED 20' AND A 7' REAR SETBACK INSTEAD OF THE REQUIRED 10' & TO ALLOW A 304' STORAGE SHED INSTEAD OF THE MAXIMUM ALLOWED 180 SQ. FT. AT 106 N. VIENTO DORADO ST, BEING LOT 10, BLOCK 12, TIERRA DORADA SUBDIVISION NO. 1, AS REQUESTED BY ALEX ALANIS**

Ms. Dimas stated that This item was previously seen on August 16, 2023 where the Board denied the front setback and Tabled the rear setback and the square footage variance; In order to allow staff time to research information on the storage shed that was built on the back of the property. Staff found out that no building permit that was issued for the storage shed.

Ms. Dimas stated that the subject site is located approximately 198' north of Paseo Encantado along the east side of Viento Dorado Street. The lot measures 60'x100' for a total 6,000 sq.ft.

The applicant would like the Board to consider the above-mentioned variances to keep the following: a 20'x20' carport and a 19'x16' shed, which were built without obtaining the proper permits. The first violation was discovered by the Code Enforcement Division when doing a sweep in the area.

Staff notes that ZBA has seen several variances within the subdivision.

<u>Legal Description</u>	<u>Variance Request</u>	<u>Date of Meeting</u>	<u>Recommendation</u>
Lot 13, Block 10	5' side setback	11/9/99	Approved
Lot 11, Block 11	3' side setback	1/9/01	Denied
Lot 13, Block 16	3' side setback & 4' rear setback	12/12/00	Denied
Lot 10, Block 11	1' side setback & 3.6" rear setback	9/15/21	Denied

Staff mailed out 48 notices to the surrounding property owners within 200' radius to get their input in regards to this request. As of this writing staff has not received any comments in favor or against the request.

**RECOMMENDATION:** Staff recommends denial. Structures need to be modified to comply with the required setbacks.

Chairman Alberto Salazar asked if the applicant was purposing to modify the shed or the carport.

Ms. Dimas stated that on the August 16 2023, meeting they were asking for 3'. She added that they met with the applicant and there proposing to move the poles 5' instead of 3'.

Mr. Riddle asked that if the subdivision Viento Dorada had any variances?

Ms. Dimas stated no, no variances have been granted to the front setback.

Mr. Garza asked that if there were other violations in Viento Dorada?

Ms. Dimas stated that several letters for violations have been issued in that subdivision.

Chairman Alberto Salazar asked if the applicant was present.

Mrs. Jessica Alvarez Alaniz was present. She stated that she has medical records for her daughter. In the previous meeting I mentioned that she burned herself when getting in the vehicle due to the heat. She mentioned that her daughter suffers from a skin condition and cannot be in the sun. The carport helps significantly by blocking the sun which hits my daughters' room. She stated that she's proposing to reinforce the poles but not to what the city requires.

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

There was none.

Chairman Andrew Riddle asked if there were any input in favor or against the request.

There was none

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

Ms. Dimas asked if the board was going to discuss the shed.

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

Mrs. Jessica Alvarez Alaniz stated that she was able to obtain pictures from google from 2008 and 2011, where you can clearly see the room in the back. She added that she purchased the property in December 2016, and started building in June 2018.

Mr. Riddle asked that building was existing when you purchased that property?

Mr. Reyna asked what use do you have for the that building?

Mrs. Jessica Alvarez Alaniz stated that she uses it for storage of different things like Christmas decorations, her daughter's toys. She added that the building does not have electricity or plumbing.

There being no further discussion Chairman Alberto Salazar entertained a motion. Mr. Riddle moved to approve the variances; 1) the medical reasons presented; 2) the shed being that it

was present upon purchase; and 3) no modifications needed. Mr. De Leon seconded the motion. Upon a vote, the motion passed unanimously.

Chairman Alberto Salazar entertained a motion to remove Item 1.9 from the table. Mr. Riddle moved to remove Item 1.9 from the table. Mr. De Leon seconded the motion. Upon a vote, the motion passed unanimously.

**TABLED ITEM #1.9  
TO KEEP A 2.3' SIDE SETBACK INSTEAD OF THE REQUIRED 6' AND A 3.3' REAR SETBACK INSTEAD OF THE REQUIRED 10' AT 3805 SAN DANIEL STREET, BEING LOT 43, SHARYLAND PLANTATION VILLAGE LAS PALMAS DEL REY, AS REQUESTED BY GILBERTO MERCADO**

Ms. Dimas stated that this item was previously tabled on July 19, 2023 in order to allow the property owner time to go through the HOA for approval. During this time, staff discovered that there was no permit issued for the construction of the swimming pool.

Ms. Dimas stated that the subject site is located approximately 131' east of Santa Lorena Street along the north side of San Daniel Street. The lot measures 60' x 110' for a total 6,600 sq. ft.

The applicant would like the Board to consider the above-mentioned variances to keep the following: a 17'x9' pergola and an 18'x22' patio with an outdoor kitchen, which were built without obtaining the proper permits during covid. These violations were discovered by the Code Enforcement Division when doing a sweep in the area.

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

<u>Legal Description</u>	<u>Variance Request</u>	<u>Date of Meeting</u>	<u>Recommendation</u>
Lots 1, 10 & 11, 28 & 29, 34 & 35, 40 & 41, and 70	10' corner setback	5/9/00	Approved

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

**RECOMMENDATION:** Staff recommends denial. Structures need to be modified or removed to comply with the required setbacks.

Chairman Alberto Salazar asked if there were any input in favor or against the request.

There was none.

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

There was none.

Alberto Salazar asked if the applicant was present.

Hilberto Mercado was present. He stated that the last time he was present was in July. He added that he submitted his paper work to the HOA and only got two items approved. He added that what is pending for approval is the area of the chimney and the BBQ pit. He mentioned that the HOA is asking for the chimney to match the brick that his house has.

Mr. Reyna stated that all the HOA is asking is for cosmetics.

Mr. Hilberto Mercado stated yes.

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

Mr. Riddle asked what did the HOA approve?

Ms. Dimas stated that the HOA approved the pergola and the swimming pool.

Mr. Garza asked if the property in the back had a variance. He added that he had a problem with this one because of the utility easement in the back.

There being no further discussion Chairman Alberto Salazar entertained a motion. Mr. Garza moved to table the variance request subject to bringing something in writing from the utility suppliers. Mr. Riddle seconded the motion. Upon a vote, the motion passed unanimously.

Chairman Alberto Salazar entertained a motion to remove item 2.0 from the table. Mr. Riddle moved to remove item 2.0 from the table. Mr. De Leon seconded the motion. Upon a vote, the motion passed unanimously.

**TABLED ITEM #2.0  
TO KEEP A 3' SIDE SETBACK INSTEAD OF THE REQUIRED 5' AND A 4.8' REAR SETBACK INSTEAD OF THE REQUIRED 12' AT 3705 SAN RODRIGO STREET, BEING LOT 8, SHARYLAND PLANTATION VILLAGE LAS PALMAS DEL REY, AS REQUESTED BY EDUARDO HINOJOSA**

Ms. Dimas stated that this item was previously tabled on July 19, 2023 in order to allow the property owner time to go through the HOA for approval.

Ms. Dimas stated that the subject site is located approximately 136' west of Santa Lorena Street along the north side of San Rodrigo Street. The lots measure 60' x 110' for a total 6,600 sq. ft.

The applicant would like the Board to consider the above-mentioned variances to keep a 13'x30' pergola, which was built without obtaining the proper permits during covid. This violation was discovered by the Code Enforcement Division when doing a sweep in the area.

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

<u>Legal Description</u>	<u>Variance Request</u>	<u>Date of Meeting</u>	<u>Recommendation</u>
Lots 1, 10 & 11, 28 & 29, 34 & 35, 40 & 41, and 70	10' corner setback	5/9/00	Approved

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

**RECOMMENDATION:** Staff recommends denial. Structure need to be modified or removed to comply with the required setbacks.

Chairman Alberto Salazar asked if there were any variances in the area.

Ms. Dimas stated that other than the mass variance that was done back in 2000 there are no other variances within that subdivision.

Mr. Eduardo Hinojosa was present. He stated that his biggest mistake was not asking for a permit. He stated that he wants to keep his structure as is because it's expensive to modify it.

Mr. Riddle stated no response from the HOA.

Ms. Dimas stated no.

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

Chairman Alberto Salazar stated this item is similar to the previous one.

There being no further discussion Chairman Alberto Salazar entertained a motion. Mr. Garza moved to table the variance request subject to bringing something in writing from the utility suppliers. Mr. Flores seconded the motion. Upon a vote, the motion passed unanimously.

### **3.0 OTHER BUSINESS**

There was none.

### **4.0 ADJOURNMENT**

There being no further business, Mr. Reyna moved to adjourn. Mr. Flores seconded the motion. Upon a vote, the motion passed unanimously at 6:58 p.m.

  
 Alberto Salazar, Chairman  
 Zoning Board of Adjustments



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023  
**PRESENTED BY:** David Flores, Assistant City Manager  
**AGENDA ITEM:** Authorization to solicit Request for Proposals for Consultant Services for Strategic Plan Development – D. Flores

### NATURE OF REQUEST:

The City of Mission seeks to develop a Strategic Plan, utilizing a process that comprehensively and equitably evaluates the organization, and the community it serves, and develops a vision for the future. The resulting plan must include activities, timelines and resources required to result in a strategic plan that identifies, categorizes, and compiles issues into City of Mission business service areas. Strategies include, but not limited to will be Financial, Economic, Capital Improvements, Business processes, and Systems across all departments and with stakeholders. Staff is seeking authorization to solicit proposals.

**BUGETED:** No                      **FUND:** \_\_\_\_\_ **ACCT. #:** \_\_\_\_\_  
**BUDGET:** \_\_\_\_\_ **EST. COST:** \_\_\_\_\_ **CURRENT BUDGET BALANCE:** \_\_\_\_\_

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

### STAFF RECOMMENDATION:

Approval to solicit Request for Proposals

**Departmental Approval:** Finance, Purchasing

**Advisory Board Recommendation:** N/A

**City Manager’s Recommendation:** Approval *RP*

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

\_\_\_\_\_ AYES  
 \_\_\_\_\_ NAYS  
 \_\_\_\_\_ DISSENTING \_\_\_\_\_



## City of Mission

Instructions to Proposer – General Terms & Conditions

**Proposal Name/No.: Consultant Services for Strategic Plan Development / RFP: 24-xxx-xx-xx**

Please read your specifications thoroughly and be sure that the offered complies with all requirements. Any variation from the specifications will not be allowed. If you are the successful proposer, it will be required that **Consultant Services for Strategic Plan Development** be provided as specified.

**(1) Introduction and Purpose of Solicitation**

The City of Mission is seeking proposals from strategic planning consultants to develop a Strategic Plan, utilizing a process that comprehensively and equitably evaluates the organization, and the community it serves, and develops a vision for the future, in accordance with the terms, conditions, and requirements set forth in this RFP. This Request for Proposal (“RFP”) provides Respondents with the information necessary to prepare and submit Proposal for consideration by the City.

Sealed proposals will be received for “**Consultant Services for Strategic Plan Development**” in accordance with the specifications attached hereto.

All specifications shown are minimum requirements. There is no intention to disqualify any proposer who can meet or exceed these specifications.

**One (1) original and five (5) copies of RFP must be enclosed in a sealed envelope with vendor’s name and return address clearly typed/printed on upper left hand corner and proper notation clearly type/printed on the lower left hand corner “Request for Proposals” –“Consultant Services for Strategic Plan Development / Proposal No. 24-xxx-xx-xx” and delivered to City of Mission Procurement Department, 1201 East 8th Street, Mission, Texas 78572 on or before 2:00 p.m., Monday, January 15, 2024. No Facsimiles or late arrivals will be accepted. Any RFP received after that time will not be opened and will be returned.**

**(2) Type of Business**

(a) The Proposer represents as part of its offer that it operates as (Mark one with an "X"):

- |  |  |
|--|--|
| <input type="checkbox"/> an individual         | <input type="checkbox"/> a sole proprietorship |
| <input type="checkbox"/> a partnership         | <input type="checkbox"/> a corporation         |
| <input type="checkbox"/> another entity _____. |  |

**(3) Interest of Public Officials**

The offeror represents and warrants that no employee, official, or member of the Council (Executive Committee) of the City is or will be peculiarly interested in or benefited directly or indirectly as a result of this contract.

**(4) Covenant Against Gratuities**

The offeror represents as part of its offer that neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of the City with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract.

**(5) Pre-Proposal Conference and Questions Concerning the Solicitation**

- (a) A pre-proposal conference is scheduled for all interested parties to discuss the solicitation requirements, if so indicated on the Solicitation, Offer and Award Form. Details concerning the conference date, time and location are provided on the Solicitation Handling and Award Form.
- (b) Questions and requests for clarification relating to this solicitation, shall be submitted in writing, to the contact person identified in the Solicitation, Offer and Award Form by mail, facsimile or commercial courier, at least

three (3) working days in advance of the scheduled conference to allow sufficient time for responses to be considered and prepared by the City. Questions concerning the solicitation that are not addressed at the conference, if one is held, shall be submitted in writing no later than five (5) working days in advance of the offer submission due date and time, which is the minimum time required for the City's reply to reach offerors before the offer submission due date and time, as required by the "Acknowledgement of Amendments to the Invitations for Proposals" clause. Questions received less than five (5) working days in advance of the offer submission due date and time will be responded only if the City determines that the question and its response would have a material and substantive impact on the solicitation.

**(6) Request for Clarification and/or Modifications:**

The Request for Proposal documents (which will ultimately form the Contract) can only be modified via an addendum. The deadline to submit requests for clarifications and/or questions is by the fifth (5) working day before the due date for proposals. Those requests may be emailed to [echapa@missiontexas.us](mailto:echapa@missiontexas.us). City of Mission assumes no responsibility for delayed or lost responses. Proposers should contact the Contracts Administrator if they believe a response is missing or lost.

**(7) Preparation of Proposals**

- (a) Proposers are expected to examine the Pricing Schedule, General Terms & Conditions, all drawings, specifications, the statement of work, and all other provisions of, and attachments to, the solicitation, whether incorporated by reference or otherwise, prior to the submission of proposers. Failure to do so will be at the proposer's risk.
- (b) Each proposer shall furnish the information required by the solicitation. Proposals shall be submitted on the proposal form contained in the solicitation. Proposers shall sign and print or type their name on the proposal form and each continuation sheet on which they make an entry. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent of the proposer (other than an officer or a partner of the proposer) are to be accompanied by evidence of the agent's City (unless such evidence has been previously furnished to the City).
- (c) All blanks on the proposal form shall be filled in by typewriter or printed in ink with a firm fixed unit price for items proposed. In case of any discrepancy between a unit price and any extended or total price required by the proposal form, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- (d) Proposals for property or services other than those specified in the Schedule will not be considered unless specifically authorized in the solicitation. Any condition, qualification, or limitation of the proposal may be a basis for rejection of the proposal as nonresponsive.
- (e) The proposer must state a definite time for delivery of property or for performance of services unless otherwise specified in the solicitation. All measurements shall be in the system of weights and measures in common usage in the United States, and pricing shall be in U.S. dollars.

**(8) Submission of Proposals**

- (a) Proposals and modifications thereof shall be enclosed in sealed envelopes or sealed cartons and submitted to the Contracts Administrator of the City of Mission at the address specified in the solicitation. The proposer shall show the hour and date specified in the solicitation for receipt of proposals, the solicitation number, and the proposer's name, address, and telephone number on the face of the envelope or carton.
- (b) Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, at no expense to the City. If not destroyed by testing, samples will be returned at the proposer's request and expense, unless otherwise specified in the solicitation.
- (c) Each copy of the proposal shall include the legal name of the proposer and a statement whether the proposer is a sole proprietorship, a corporation, or any other legal entity. A proposal for a corporation shall further give the state of incorporation and have the corporate seal affixed to it.

**(9) Acknowledgement by Signature**

Proposals must give full firm name and address of proposer, and be manually signed. Failure to do so will disqualify your proposal. **Person signing proposal must show title or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information.**

**(10) Completion of Responses**

- (a) Information presented in the Proposals will be used to evaluate the qualifications of the Proposer(s) and to determine the Proposer(s) which will be selected for Consulting Services for Strategic Plan Development for the City.
- (b) Responses shall be completed in accordance with the requirements of this RFP. Statements made by a Proposer shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding
- (c) Proposals shall be limited to a maximum of thirty (30) 8-1/2" X 11" pages (one side only and including cover letter) using a font size no smaller than 11 point and one-inch margins. Maximum number of pages excludes the required documents, as per solicitation index.

**(11) Explanation to Proposers**

Any explanation desired by a proposer regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing from the City's authorized representative and with sufficient time allowed for a reply to reach Proposer before the submission of Proposals. **Any communication held with city employees, council members, or representatives other than the purchasing staff may be subject to rejection of Proposal.** Oral explanations or instructions given before the award of any contract, at any pre-Proposal conferences or otherwise, will not be binding on the City. Any information given to a Proposer concerning an interpretation of the solicitation will be furnished to all Proposer as an addendum to the solicitation, if such information is necessary to Proposer in submitting Proposals on the solicitation or if the lack of such information would be prejudicial to uninformed Proposer.

**(12) Acknowledgment of Addendums to Request for Proposals**

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Proposer shall acknowledge receipt of any addendums to this solicitation: by signing and returning the addendums. The City must receive the acknowledgment by the time and at the place specified for receipt of Proposals.

**(13) Unauthorized Communication**

After release of this solicitation, Respondents' contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the City or officials of the City other than the Procurement Director, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. **No officer, employee, agent or representative of the Respondent shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation, interview, or selection panels, City staff or City's Contractors, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's Contractors regarding any matters pertaining to this solicitation, except as herein provided.** If a representative of any Respondent violates the foregoing prohibition by contacting any of the above listed parties with who contact is not authorized, such contact may result in the Respondent being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

**(14) Withdrawal of Proposals**

A representative of the company may withdraw a Proposal at any time prior to the RFP submission deadline, upon presentation of acceptable identification as a representative of such company.

**(15) Alter or Amend**

Proposals **cannot** be altered or amended after opening time. Alterations made before opening time must be initialed by proposer guaranteeing authenticity. No proposal may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Mission.

**(16) STATE SALES TAX MUST NOT BE INCLUDED IN PROPOSAL****(17) Substitutions**

No substitutions or cancellations permitted without written approval of the City of Mission

**(18) Deviations**

Any additions, deletions, deviations or variations from the following specifications shall be specified in your proposal for review.

**(19) Discrepancies or Omissions**

**Proposer shall carefully examine the proposal forms, general terms and conditions, specifications, and provisions.** Should the proposer find discrepancies in, or omissions from proposal forms, general terms and conditions, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Procurement Department (Mission City Hall, (956) 580-8667) and obtain clarification by addendum prior to submitting any proposal.

**(20) BILLING AND PAYMENT INSTRUCTIONS:**

Invoices must include:

- a. Name and address of successful vendor
- b. Name and address of receiving department or official
- c. Purchase Order Number (if any)
- d. Notation - **“Consultant Services for Strategic Plan Development”**
- e. Descriptive information as to the items or services delivered, including product code, item number, quantity etc.

The City of Mission will execute payment by mail within thirty (30) working days from invoice date. No other method of payment will be considered. A 60-day grace period is required.

**(21) Funding**

Funds for this procurement have been provided through the City budget for this fiscal year only. City, on an annual basis, has the right to reconsider a contract during the budget process for the ensuing years if financial resources of City are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the City which is payable out of funds beyond the current fiscal year.

**(22) Compliance with Federal, State and Local**

Proposers must comply with all applicable federal, state and local laws, rules, regulations and ordinances and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.

**(23) Contract Type**

This is a firm fixed unit price contract for the **Consultant Services for Strategic Plan Development**.

**(24) Contents of Proposal**

The following will be required for the evaluation process. The City will require five (5) copies of the proposals from all interested firms. Each proposal must address, but may not be limited to, the following elements:

Section 1 – Cover Letter – Proposal overview and introduction of the organization to include background information, management structure, related qualifications to perform the services, years in business, etc.

Section 2- Names, qualifications, experience with similar projects, and proposal chart with responsibilities of key personnel that will be assigned to the engagement along with descriptions of the responsibilities.

Section 3 – Provide at least two (2) references, to include examples of 2 similar projects within the previous 3 years, including the company name, address, contact person, phone number, email and length of service.

Section 4- Technical Proposal – Include sample contract outlining scope of service. Describe in detail the methodology, strategies, procedures, approach, and timeline for accomplishing the scope of work specified in this RFP.

Section 5 – Cost Proposal – Services to be offered are to be clearly delineated with summary of each item and whether it is to be included as part of a base cost or an optional service along with the cost for each component.

Section 6 – Include any optional services which may be provided to the City as well as any additional information which would be helpful in evaluating to determine the most advantageous opportunity for the City of Mission.

Section 7 – Completed Forms as Required in the Solicitation Index

**(25) Award of Contract**

- (A) It is understood that the City reserves the right to accept or reject any and all Proposals and to re-solicit for Proposals, as it shall deem to be in the best interests of the City of Mission. Receipt and consideration of any Proposals shall under no circumstances obligate the City of Mission to accept any Proposals. If an award of contract is made, it shall be made to the responsible Proposer whose Proposal is determined to be the best value offer taking into consideration the relative importance of the evaluation factors set forth in the RFP.
- (B) One contract award is anticipated under this solicitation. Multiple contract awards shall not be made.
- (C) In determining the best value for the municipality, the municipality may consider:
- 1) the purchase price;
  - 2) the reputation of the proposer and of the proposer's goods or services;
  - 3) the quality of the proposer's goods or services;
  - 4) the extent to which the goods or services meet the municipality's needs;
  - 5) the proposer's past relationship with the municipality;
  - 6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
  - 7) the total long-term cost to the municipality to acquire the proposer's goods or services; and
  - 8) any relevant criteria specifically listed in the request for bids or proposals.
- (D) The City of Mission reserves the right to reject any or all proposals, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Mission.
- (E) A written award (or acceptance of proposal) which is mailed, emailed, or otherwise furnished to the successful proposer within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract without further action by either party.
- (F) The City may hold proposals **60 days** after proposal opening without taking action. Proposers are required to hold their proposals firm for same period of time.
- (G) The Geographical location(s) of Proposer's facilities referenced **“Consultant Services for Strategic Plan Development”** given due consideration in determining the lowest responsible Proposer. All items will be evaluated and awarded individually or in any combination thereof.

- (H) Proposer must comply with all applicable federal, state and local laws, rules, regulations and ordinances and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.

**(26) Non-Responsive Proposal**

To be considered for award, a proposal must be "responsive"; i.e., comply in all material respects with the Request for Proposals as stipulated in 23 CFR 635.112(h) and contract provisions. Proposals must be responsive so that all proposers may stand on an equal footing and the integrity of the competitive procurement system may be maintained. Examples of nonresponsive proposals include:

- (a) failure to sign the proposal;
- (b) failure to acknowledge receipt of a material amendment to the Request for Proposals;
- (c) proposals containing any exception to, or any qualification of, any service requirement of the Request for Proposals;
- (d) proposals imposing any condition or altering the rights of the City (e.g., conditioned on the occurrence of any event, or nondisclosure of information);
- (e) failure to furnish items or information required to be submitted with the proposal;
- (f) proposals which are indefinite, uncertain, or ambiguous (the consideration of which would give the proposer an unfair competitive advantage); and
- (g) proposals containing unsolicited descriptive literature if the proposal creates any uncertainty as to whether the proposer is offering to conform to the specifications.

**(27) Evaluation and Selection of Proposals:**

**General:**

- a) **Separate Packages.** Proposers are required to respond to this RFP a technical proposal and a price proposal. City of Mission's Evaluation Committee will evaluate the technical and price proposals together as one evaluation.
- b) **Responsiveness.** In order for a Proposer to be eligible to be awarded the Contract, the Proposal must be responsive to the Request for Proposal, and City of Mission must be able to determine that the proposer is responsible to perform the Contract satisfactorily. Responsive Proposals are those complying in all material aspects of the solicitation. Proposals which do not comply with all the terms and conditions of this solicitation may be rejected as nonresponsive. A Proposer may, at any time after the submission of the Proposal, be requested to submit further written evidence verifying that the firm(s) meet the criteria necessary to be determined a responsible Proposer. Refusal to provide requested information may result in the Proposer being declared nonresponsive, and the Proposal may be rejected.
- c) **Organization of Technical Proposal Materials.** To enhance the comparability and facilitate evaluation, all proposals must be organized addressing each of the evaluation criteria as set forth in the following section entitled "Evaluation of Technical Proposal." **The Evaluation Committee may reject proposals if found to be in an unorganized manner.** City of Mission shall appoint an Evaluation Committee to evaluate all proposals submitted for this project.
- d) **Evaluation Form.** Each member of the Evaluation Committee shall complete an evaluation form for each proposal submitted. The final rating for each proposal shall be based on the average of the total score compiled by members of the Evaluation Committee.

**(28) Evaluation of Proposals:**



- a) **Initial Evaluation.** All proposals will be initially evaluated and ranked based on weighted evaluation criteria listed below or that may be issued in addenda. Evaluation criterion is deemed to include any unstated "sub-criterion" that logically might be included within the scope of the stated criterion.
- b) **Review.** The technical submittals shall be reviewed and evaluated by the Evaluation Committee on the basis of the point rating system. The evaluation shall be based on the responsiveness of the submittal to the needs of City of Mission and to the requirements of the specifications with a maximum numerical rating as indicated herein.
- c) **Evaluation Form.** Each member of the Evaluation Committee shall complete an evaluation form for each proposal submitted. The final rating for each proposal shall be based on the average of the total score compiled by members of the Evaluation Committee.

**(29) Technical Evaluation Criteria: (100 Point Total)**

**a) Qualifications (Maximum 15 Points):**

This section of the proposal will present an overview of the Proposer's related experience in organizational development in local government.

**b) Work Performance (Maximum 15 Points):**

In this section of the proposal, the offeror will describe its record of accomplishment in performing projects of similar size and scope to those specified in this RFP, and any other information relevant to making a determination as to the ability of the offeror to deliver such a service.

This section will evaluate the work performance of the Proposer. This will include the timeliness for the Proposer to submit requests and to reply to requests, the history of the proposer to complete projects on schedule, and that the Proposer's work is done at a high quality level and within budget constraints.

**c) Capacity to Perform (Maximum 10 Points):**

This section of the proposal will present an overview of the Proposer's organization and will include the company name; address; phone and fax numbers; firm history; appropriate company's state, and federal registration number; name title, address, and phone number of the firm's representative for the proposal.

This section will evaluate the Proposer's qualifications and experience of their staff including their projected workloads and demonstrating understanding of the scope of Consulting Services to Strategic Plan Development.

**d) Project management approach and timeline (Maximum 10 Points):**

This section of the proposal evaluate the Proposer's strategy and approach, and a proposed timeline of work.

**e) Proposed Cost (Maximum 50 Points):**

**Price Proposal:** Proposer is to submit their price proposal in their own format. Price proposal should include the fees, costs, and charges.

- Provide an explanation by milestone of what services will be provided including estimated hours and costs. Attach a detailed explanation of how the cost was calculated for the proposed milestone and hourly rates.
- If variations are proposed, list variations in an attachment.
- Provide a total not to exceed cost. The all-inclusive, including time for meetings, conference calls, etc.
- Budget inclusive of all costs including staff, sub-contracts, consultants, travel, administrative supplies, and community facilitation supplies. Explain how often the City will be invoiced for services.
- Explain what costs would be charged to the City and the respondent's policy for billing fees and any costs relating to supplies or other participation stipends, food for meetings, translation services, etc.

Cost proposals should be well documented and explained for evaluating the rationale and reasonableness of proposed costs in enough detail to facilitate continued evaluation of bid.. The City reserves the right to reject poorly documented cost proposals and/or follow-up with proposers to obtain required documentation.

Submissions should be limited to 30 pages, 8.5" by 11" single-sided paper with 12 point font. Five copies of the document should be provided to the City.

a. Qualifications	15 pts.
b. Work Experience	15 pts.
c. Capacity to Perform	10 pts.
d. Project Management approach and timeline	10 pts.
e. Proposed Cost	<u>50 pts.</u>
Total Points	100 pts.

City of Mission will open the Price Proposals to determine a competitive range in conjunction with technical proposals to conduct a combined evaluation of proposals.

**(30) Definitions for Technical Evaluation:**

**Clarifications:** Communications with an offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Unlike discussions, clarifications do not give the offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistake results in revisions.

**Discussions:** Oral or written communications including negotiations between the Authority and an offeror (other than clarifications) that; involves information essential for determining the acceptability of the proposal or to cure identified defects in the proposal.

**Deficiencies:** Defects in the proposal which preclude acceptance. Involves any part of the Offeror’s proposal which would not satisfy the City’s minimum requirements established in the solicitation. Included failures to meet specifications, submit information, or questionable technical or management approaches. Items disclosed during discussions, evaluated in two categories: material-basis for rejection because further discussions would be meaningless; curable –may be corrected by clarifications or discussions and brought into the competitive range.

**Weakness:** Includes ambiguities, lack of complete descriptions, errors in interpretation, omissions of essential information, inadequate information, all of which are considered curable in discussions. An excessive number of clarifications may in itself constitute a weakness.

**Strengths:** Elements of the proposal that meet or exceed the minimum requirements of the solicitation and provide an identified benefit to the City.

**(31) Proposed Cost of Service:**

Compensation for services will be in accordance with professional accepted practice and applicable program guidelines. The amount of compensation may not be higher than the recommended practices. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining. Upon authorization, the most qualified firm will be asked to submit a fee proposal to begin contract negotiations for a fair and reasonable price. The fee for basic services will be either fixed price or a cost reimbursement with an agreed maximum. The use of the cost-plus-a-percentage-of-cost and percentage of construction costs forms of compensation are specifically prohibited.

**(32) Interviews, Discussions, and Negotiations:**

- a) **Interviews:** The committee will determine whether acceptance of the most favorable initial proposal without discussion is appropriate, or whether interviews and/or discussions should be conducted with all Proposers within the competitive range.
- b) **Presentations:** Finalists must be prepared to present a presentation to City Council on a future date to be specified.

- c) **Negotiations.** The committee or designated members of the committee will negotiate separately with each Proposer whose proposal falls within the overall competitive range. Each Proposer remaining within the overall competitive range at the close of negotiations may be allowed to submit a final supplement called a "best and final offer."

**(33) Best and Final Offer**

The best and final offer will contain all information and documents necessary to state the Proposer's entire proposal without reference to the original proposal or to any supplements that may have been submitted during negotiations. All Proposers that submit best and final offers will be evaluated by the committee, or designated committee members, based upon those best and final offers.

Proposals shall remain valid for a period of sixty (60) calendar days from the date of submission. If a Best and Final Offer has been requested of the Offeror/Proposer, the Proposal shall remain valid for a period of up to sixty (60) additional days from the date of submission of the Best and Final Offer.

**(34) Contract Term**

Contract will be for a period of one (1) year, commencing from date of notice to proceed. Successful proposer shall hold their prices for the same period of time. It is at the sole option of City of Mission to exercise two (2) one-year extensions. The total duration of this contract, including the exercise of any renewals under this clause, shall not exceed three (3) years.

**The Renewal Options are contingent upon the Proposer providing a renewal letter at least 45-days prior to the Contract term.**

**(34) Communication with Evaluation Team Members**

Firms submitting qualifications **shall not** discuss this solicitation with employees of City of Mission or City Council Members. The only discussions allowed will be at the scheduled interview, if held, if your firm is selected for an interview. Failure to abide by this requirement may result in disqualification.

**(35) Indemnification**

The Proposer agrees to indemnify and save harmless the City, the Purchasing Agent and any assistants from all suits and actions of every nature and descriptive brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

**(36) Independent Firm**

The Firm at all times shall be an independent firm. The Firm shall be fully responsible for all acts and omissions of its employees, subfirms, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subfirm or supplier of the Firm and the City by virtue of this contract. No provision of this contract shall be for the benefit of any party other than the City and the Firm.

**(37) Confidential Data**

Each proposer may clearly mark each page of the proposal that contains trade secrets or other confidential commercial or financial information which the proposer believes should not be disclosed outside the City. Disclosure of requested information will be determined in accordance with the Texas Open Records Act.

**(38) Cancellation of Solicitation**

This solicitation may be cancelled by the City before or after receipt of bids or proposals (as applicable).

**(39) Governing Law**

The rights, obligations, and remedies of the parties shall be governed by the laws of the State of Texas. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this contract, then federal common law, including the law developed by federal boards of contract appeals, the United States Claims Court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. Venue for any action shall lie exclusively in Hidalgo County, Texas. This is the complete agreement between the parties. If any provision of the contract is found to be invalid or unenforceable, the remaining provisions shall not be impaired.

**(40) Intellectual Property Indemnity**

A. CONTRACTOR SHALL, AT ITS OWN EXPENSE, DEFEND ALL SUITS OR PROCEEDINGS INSTITUTED AGAINST CITY OF MISSION, CITY OF MISSION AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES BASED UPON ANY CLAIM THAT THE SERVICES, OR ANY PART THEREOF, OR THE PROCESS PERFORMED THEREBY CONSTITUTES AN INFRINGEMENT OF EITHER ANY PATENT OR COPYRIGHT OF THE UNITED STATES OR OF ANY TRADEMARK OR TRADE SECRET PROTECTED BY EITHER FEDERAL OR STATE LAW. CONTRACTOR SHALL PAY ALL AWARDS OF DAMAGES ASSESSED WHICH RESULT FROM ANY SUCH CLAIM, SUIT OR PROCEEDING AND SHALL INDEMNIFY, SAVE, AND HOLD HARMLESS THE CITY OF MISSION AGAINST ALL LOSSES, EXPENSES, INCLUDING ATTORNEYS' FEES, AND DAMAGES RESULTING FROM ANY SUCH CLAIM, SUIT OR PROCEEDING, INCLUDING OBEDIENCE TO RESULTING DECREES AND TO RESULTING COMPROMISES.

B. IF, IN ANY SUCH SUIT OR PROCEEDING, A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED, CONTRACTOR SHALL MAKE EVERY EFFORT, BY GIVING A SATISFACTORY BOND OR OTHERWISE, TO SECURE THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION. IF, IN ANY SUCH SUIT OR PROCEEDING, THE SERVICES OR ANY PART THEREOF OR THE PROCESS PERFORMED THEREBY IS HELD TO CONSTITUTE AN INFRINGEMENT AND ITS USE BE PERMANENTLY ENJOINED, CONTRACTOR SHALL AT ONCE MAKE EVERY EFFORT TO SECURE FOR CITY OF MISSION A LICENSE AT PROFESSIONAL'S EXPENSE AUTHORIZING THE CONTINUED USE OF THE ALLEGED INFRINGING PORTION OF THE SERVICES. IF CONTRACTOR IS UNABLE TO SECURE SUCH LICENSE WITHIN A REASONABLE TIME, CONTRACTOR SHALL, AT ITS OWN EXPENSE AND WITHOUT IMPAIRING PERFORMANCE REQUIREMENTS, EITHER PROVIDE NON-INFRINGING REPLACEMENTS OR MODIFY THE SERVICES TO ELIMINATE THE INFRINGEMENT. IN ADDITION TO INDEMNIFYING AND SAVING CITY OF MISSION HARMLESS, CONTRACTOR SHALL REIMBURSE THE CITY FOR ANY COSTS INCURRED AS A RESULT OF THE UNAVAILABILITY OF THE INFRINGING ITEM OR ITS NON-INFRINGING REPLACEMENT.

C. THE FOREGOING INDEMNITY PROVISIONS SHALL BE DEEMED INDEPENDENT COVENANTS AND SHALL SURVIVE COMPLETION OR TERMINATION OF THE AGREEMENT OR ANY CLAIMED BREACH THEREOF.

**(41) Termination of Contract**

The City of Mission reserves the right to terminate the contract if, in the opinion of the City of Mission, the successful vendor's and/or contractors' performance is not acceptable, if the City is being repeatedly overcharged, improperly charged, no funds available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

**(42) Termination for Convenience**

The Procurement Director may, whenever the interests of the City so require, terminate this contract, in whole or in part, for the convenience of the City. The Procurement Director shall give written notice of the termination to the Vendor specifying the part of the contract terminated and when termination becomes effective.

(a) The Vendor shall incur no further obligations in connection with the terminated work, and, on the date set in the notice of termination, the Vendor will stop work to the extent specified. The Vendor shall settle the liabilities and orders connected with the terminated work. The Procurement Director may direct the Vendor to assign the

Vendor's right, title, and interest under terminated orders to the City. The Vendor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(b) The Procurement Director may require the Vendor to transfer title and deliver to the City in the manner and to the extent directed by the Procurement Director.

(c) The City shall pay the Contractor the following amounts:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of --

(i) the cost of this work;

(ii) a sum, as profit on (i), above, determined by the Procurement Director to be fair and reasonable; however, if it appears that the Vendor would have sustained a loss on the entire contract had it been completed, the Procurement Director shall allow no profit under this subparagraph

(iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including --

(i) accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(3) The total sum to be paid the Vendor under this subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Vendor reduced by the amount of payments otherwise made.

**(43) CIQ Questionnaire**

Proposers are advised that they must be in compliance with the below mentioned law:

**CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Mission not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

**(44) Disclosure of Interested Parties**

Vendor is to comply with Government Code Section 2252.908 enacted by H.B. 1295, which prohibits a government entity or state agency from entering into certain contracts with a business entity unless the business entity submits a disclosure of interested parties. For more information, go to the Texas Ethics Commission web page at:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**(45) Appeal Process**

An appeal may be brought by the lowest proposer deemed to have been non-responsive and/or not responsible. Appeals are limited to the following:

1. Matters of bias, discrimination, or conflict of interest
2. Computing errors and alleged improprieties or ambiguities in proposal specifications; and
3. Non-compliance with procedures described in solicitation or City Policy.

The appeal must be in writing and shall be filed with the Procurement Director at:

City of Mission  
1201 E. 8<sup>th</sup> Street, Room R-101  
Mission, Texas 78572

Appeals must include the following information:

- a. Name, address, email, telephone and fax number of appellant;
- b. Proposal identification number;
- c. A detailed description of the legal and factual basis of the appeal (include any and all relevant documents, diagrams, photos, etc.);
- d. The desired outcome/solution;
- e. Signed and dated

All appeals must be filed within three (3) working days from the date of award by City Council. Untimely appeals will not be considered. Upon receipt of the appeal, the Procurement Director will have three (3) working days to attempt to clarify or resolve any issues addressed in the request for appeal.

If the appeal is not resolved with the Procurement Director, then it shall be considered at a public hearing at the next City Council meeting. All determinations made by the City Council are final.



# CITY OF MISSION

## Scope of Service

RFQ Name/No: **Consultant Services for Strategic Plan Development / RFP: 24-xxx-xx-xx**

### GENERAL SCOPE

The City of Mission seeks to develop a Strategic Plan, utilizing a process that comprehensively and equitably evaluates the organization, and the community it serves, and develops a vision for the future. The resulting strategic plan should be completed within one (1) year of notice to proceed. The consultant/firm will:

- A. Prepare a detailed plan that provides a comprehensive methodology to accomplish a strategic planning process. The resulting plan must include activities, timelines and resources required to result in a strategic plan that identifies, categorizes, and compiles issues into City of Mission business service areas.
1. The methodology must provide a process to identify external stakeholders and internal City stakeholders, the process to obtain input from these stakeholders, and a process to incorporate this input into the strategic planning effort.
  2. The methodology must also include a process to provide feedback, to measure progress in achieving the goals and to periodically update the plan.
  3. The final detailed plan must be made available in both English and Spanish.
- B. The consultant will assist the city with the facilitation process of developing a strategic plan that includes stakeholder sessions and provide services that result in a City-wide Strategic Plan. These services must include:
1. Review & discussion of the City of Mission's current Mission, Vision, Values, Strategic Plan & Strategic Priorities.
  2. Input & discussion from the City of Mission's Executive Leadership Team on the current Mission, Vision, Values, Strategic Plan & Strategic Priorities.
  3. Meet with internal & external stakeholders to receive input, specifically to the City of Mission's Strategic Plan & Strategic Priorities.
  4. Make suggestions to City leadership based on feedback received for any updates and/or changes to the current Mission, Vision, Values, Strategic Plan & Strategic Priorities.
  5. Work with City Leadership to finalize and present proposed changes to the City Council.
  6. Defining and establishing measurable goals, objectives and performance measures.
  7. Developing strategies, action plans and tactics to accomplish the goals and objectives
  8. Analysis of strengths, weaknesses, opportunities, and threats (SWOT).
  9. Providing feedback mechanisms
  10. Developing a systematic approach to future review and adjustments to the Plan.
  11. Submit recommendations for appropriate implementation measures Presenting or assisting with presentation of the draft strategic plan to the governing council. The consultant will present recommendations on major proposal alternatives as the basis of a formal strategic plan to the City Council for adoption. The presentation should include how proposed strategies best resolve strategic issues and allow the City Council to meet goals and preserve values.
  12. Providing recommendations in the implementation of professional development training opportunities for city staff and elected officials.
  13. Evaluate and recommend opportunities to maximize the use of community interactive applications and available resources such as the City's MyMission 311 application.
  14. Review organization website(s) and provide traffic analytics for recommendations of accessibility modifications.
- C. Overview of Project – Consultant/firm will have access to the current Vision, Mission Statements, plan, strategic priorities for development of a long-range plan.

### DELIVERABLE

- A. Outcome of this process will be a written and presented report summarizing key needs, functions, partnerships, funding and other opportunities, and recommendations for the city's activities for a long-range plan. (5-10 years).
- B. The plan document should include(in both English and Spanish):
- An executive summary
  - A comprehensive, detailed plan that identifies:
    - Shared vision
    - Goals
    - Objectives
    - Strategies
    - Responsible parties and roles
    - Measures
    - Outcomes
- C. Developing recommendations regarding the implementation of the plan. Included within this phase should be recommendations regarding:
- A detailed budget to implement the plan
  - Infrastructure (e.g., backbone organization, staffing, etc.) needed to support the plan's implementation
  - Data tracking

DRAFT

**City of Mission**  
**Vendor Acknowledgment Form - Non-Collusive Bidding Certification**  
**Proposal Name/No.: Consultant Services for Strategic Plan Development / RFP: 24-xxx-xx-xx**

I/We have read instructions to bidder and specifications. My/Our bid conforms to all bid specifications, conditions, and instructions as outlined by *CITY OF MISSION*.

Signing the Acknowledgment Form confirms that our company will enter into a binding contract with CITY OF MISSION for item(s) awarded to our company. I/We have read instructions to bidder and specifications.

The undersigned Bidder, by signing and executing this bid, certifies and represents to the CITY OF MISSION that Bidder has not been offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent of employee of the CITY OF MISSION concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or member of the CITY OF MISSION in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or member of CITY OF MISSION in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Date: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

**Note: This form, along with the Execution of Offer, must be filled in and submitted with the sealed bid.**



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023  
**PRESENTED BY:** Michael Elizalde, Grants Administrator  
**AGENDA ITEM:** Authorization to enter into a contract between the City of Mission and Perez Consulting Engineers, LLC, for Engineer Services. - Elizalde

### NATURE OF REQUEST:

The city received a grant award from the Texas General Land Office, for the 2019 Community Development Block Grant Disaster Recovery Program. The grant total is \$999,162.14 which will be used for the city's Astroland Drainage Project. The grant allows support of Professional Engineer Services, which has been budgeted as part of the grant award in the amount of \$76,954.05 and awarded to Perez Consulting Engineers, LLC following bid proposals.

**BUGETED:** Yes      **FUND:** Designated Purpose      **ACCT. #:** 15-403-34402  
**BUDGET:** \$76,954.05    **EST. COST:** \$ \_\_\_\_\_    **CURRENT BUDGET BALANCE:** 76,954.05

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

### STAFF RECOMMENDATION:

Approval

**Departmental Approval:** Finance, Purchasing

**Advisory Board Recommendation:** N/A

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

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

\_\_\_\_\_ AYES  
 \_\_\_\_\_ NAYS  
 \_\_\_\_\_ DISSENTING \_\_\_\_\_

**PART I - AGREEMENT**

THIS AGREEMENT, effective on the date of selection by the Council, made on the 23rd DAY OF MAY 2022 by and between the City of Mission, hereinafter called the "Client" and Jorge Perez Consulting Engineers, LLC. hereinafter called "Firm," procured in conformance with Texas Government Code 2254 and 2 C.F.R. Part 200.

Firm agrees to render Client engineering/architecture/surveyor services for Client's U.S. Department of Housing and Urban Development Community Development Block Grant - Disaster Recovery("CDBG-DR") funds, administered by the Texas General Land Office ("GLO") to fund activities to address disaster impacts and increase resiliency to disasters, as provided in the provisions titled, "Part IV, Scope of Work" and attached hereto and incorporated by reference herein (the "Services").

The parties mutually agree as follows:

1. Scope of Services - The Firm will perform the services set out in Part IV, Scope of Work.
2. Time of Performance - Services shall commence no earlier than upon execution of this agreement. In any event, Firm shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project's administrative closure date, as defined by GLO, whichever is later.
3. Local Program Liaison - For purposes of this Agreement, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder is a fixed fee of \$76,954.05. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part II - Payment Schedule of this Agreement.
5. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
6. Miscellaneous Provisions
  - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.
  - b. 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.
  - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
  - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
  - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.
7. Extent of Agreement - This Agreement, which **includes Parts I-V**, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: \_\_\_\_\_  
Randy Perez

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
City Manager

BY: \_\_\_\_\_  
(Firm's Authorized Representative)

**J. David Perez, P.E.**  
\_\_\_\_\_  
(Printed Name)

**President**  
\_\_\_\_\_  
(Title)



**ENGINEERING SERVICES**  
**PART II- PAYMENT SCHEDULE**

City shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

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<b>Milestone</b>	<b>% of Contract Fee</b>
• Engineering Notice to Proceed	30%
• 100% Design Approved	30%
• Bid Advertise	10%
• Construction Notice to Proceed	15%
• As-Builts/ CoCC/FWCR	15%
<b>Total</b>	<hr/> 100%

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## ENGINEERING SERVICES

### PART III - TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City. City may at any time and for any reason terminate Firm's services and work at City's convenience upon providing written notice to the Firm specifying the extent of termination and the effective date. Upon receipt of such notice, Firm shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Firm shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement plus (2) such other costs actually incurred by Firm as are permitted by the prime contract and approved by City. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Firm prior to the date of the termination of this Agreement. Firm shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

3. Changes. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-DR program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
  - b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
7. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
8. Records and Audits. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.
11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of Interest.
- a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CDBG-DR award between GLO and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
  - b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-dr award between GLO and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
  - a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the CDBG-DR award between GLO and the City or this Agreement. The Firm further

warrants and represents that it shall not acquire an interest, direct or indirect, in any geographical area that may benefit from the CDBG-DR award between GLO and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

**Federal Compliance.**

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246

of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000)  
The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3

preference, shall set forth minimum number and job titles subject to hire, availability of apprentice and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

21. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

b. Affirmative steps must include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

22. Patent Rights and Inventions - The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions).



23. Energy Efficiency – The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (2 CFR 200 Appendix II (h)).
24. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office, and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the CDBG-DR award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City’s CDBG-DR contract with GLO.
25. Retention of Records - The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
26. Verification No Boycott Israel. As required by Chapter 2271, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
27. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
28. GLO Local Infrastructure Program Engineering Fee Cap. Total engineering fees paid under this [Engineering Contract], including any subcontracts, shall not exceed the GLO's cap of fifteen percent (15%) of the final total construction activity costs. Engineering includes design, bidding and construction phase services and associated work including special services (surveying, materials, testing, onsite inspections, environmental support, etc.) Any decrease in the total construction budget, including those resulting from lower-than-anticipated bid pricing, change orders or reduced project scope, will automatically adjust the total not-to-exceed fee owed to the engineer to not more than fifteen percent (15%) of the new total construction activity budget.



# **TEXAS GENERAL LAND OFFICE ENGINEERING SCOPE OF WORK**

SCOPE OF SERVICES REQUESTED.....  
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS .....  
ENGINEERING SERVICES.....

## SCOPE OF SERVICES REQUESTED

Firms will help the Client and GLO fulfill State and Federal Community Development Block Grant Disaster Recovery (“CDBG-DR”) statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Firms will assist in the completion of CDBG qualified housing or non-housing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the GLO. Firms will be bound to specific terms and conditions found in the sample general terms and conditions.

## DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

### General Requirements

- (a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO regarding project design services.
- (b) Provide monthly project status updates.
- (c) Funding release will be based on deliverables identified in the contract.

### Initial Engineering and Design Support

Respondents will be required to show the ability to provide all the Engineering services described below:

- (a) Assist with the development of grant applications, as necessary.
- (b) Provide all project information necessary to ensure timely execution of the environmental review.
- (c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
  - i. Cross sections/elevations
  - ii. Project layout/staging areas
  - iii. General notes
  - iv. Special notes
  - v. Design details

- vi. Specifications
  - vii. Utility relocation designs
  - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
  - ix. Required permits
  - x. Quantities
  - xi. Estimate of construction costs to within +/- 25%
  - xii. Schedules for design, permitting, acquisition and construction
- (d) Design surveying, topographic and utility mapping.
  - (e) Perform subsurface explorations for project sites, as necessary.
  - (f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
  - (g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
  - (h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
  - (i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
  - (j) Prepare plans and profiles, including vertical design information for the selected alternative.
  - (k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
  - (l) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.
  - (m) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

### **Engineering and Final Design Support**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

- (a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are

not limited to:

- i. Cross sections/elevations
  - ii. Project layout/staging areas
  - iii. General notes
  - iv. Special notes
  - v. Design details
  - vi. Specifications
  - vii. Utility relocation designs
  - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
  - ix. Required permits
  - x. Quantities
  - xi. Estimate of construction costs to within +/- 20%
  - xii. Schedules for design, permitting, acquisition and construction
- (b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
  - (c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
  - (d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.
  - (e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

### **Bid and Award Support**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

- (a) Submit appropriate items and support subrecipient in the development of complete bid package.
- (b) Prepare and assist subrecipient in the advertisements for bid solicitation.
- (c) Support development and issuance of bid-related documents necessary to complete bid

process (e.g., bid proposal form, bid addenda and supporting documentation).

- (d) Attend and support subrecipient at pre-bid conference and bid opening.
- (e) Support subrecipient with ongoing communication during bid process.
- (f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
- (g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
- (h) Support subrecipient in the conducting of a preconstruction conference.

### **Contract Management and Construction Oversight**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

- (a) Ensure delivery of subrecipient project in accordance with contract.
- (b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- (c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- (d) Provide periodic and final inspections and tests reports, as required for the project.
- (e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient.
- (f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- (g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- (h) Obtain independent cost estimates for validation purposes, as required.
- (i) Review and respond to requests for information/clarification.
- (j) Support subrecipient with issue identification and claims resolutions.
- (k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- (l) Develop a final “as built” report of quantities, drawings, and specifications.
- (m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- (n) Deliver “as-built” drawings to the subrecipient within 30 days of project completion.
- (o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- (p) Perform other contract management and construction oversight duties as required to



ensure success of the subrecipient project.

- (q) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- (r) Submit all final invoices within 60 days after contract or work order expiration.

### **Specialized Services**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

- (a) Provide Geotechnical Investigations as may be required for a project.
- (b) Provide Detailed Surveying as may be required for a project.
- (c) Provide Site Specific Testing as may be required for a project.
- (d) Provide Archeological Studies as may be required for a project.
- (e) Provide Planning Studies as may be required for a project.
- (f) Provide Feasibility Studies as may be required for a project.
- (g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- (h) Provide Phase I and Phase II environmental site assessments as requested.





# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023  
**PRESENTED BY:** Yenni Espinoza, Library Director  
**AGENDA ITEM:** Authorization to purchase via State Approved Contract from Baker & Taylor for Library Material (books & media) - Espinoza

### NATURE OF REQUEST:

Speer Memorial Library is seeking authorization to purchase via State approved contract library material (books and media) from Baker & Taylor. Staff estimates doing an acquisition for \$45,000 from Baker & Taylor for this fiscal year on an as needed basis. Library materials will be made available to all patrons to use and check out for educational and cultural purposes. This material will be purchased from the Library's General Fund. Baker & Taylor is on the State Co Op's 715-M2 Publications, Audiovisual Materials, Books and Cataloging Services contract.

**BUGETED:** Yes                      **FUND:** General                      **ACCT. #:** 01-464-94780

**BUDGET:** \$65,000              **EST. COST:** \$35,000              **CURRENT BUDGET BALANCE:** \$65,000

**BID AMOUNT:** \$000.00

### STAFF RECOMMENDATION:

Approval

**Departmental Approval:** Finance, Purchasing

**Advisory Board Recommendation:** N/A

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

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

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

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



(<http://www.comptroller.texas.gov/>)

Texas Comptroller of Public  
Accounts  
Glenn Hegar



(<http://www.txsmartbuy.com>)

**Bid Postings** (<http://www.txsmartbuy.com/#esbd>)    **Contracts**    **SPD Applications**  
**Help** (<http://www.txsmartbuy.com/#help>)

0 items

## Contract Details: # 715-M2

<b>Number</b>	715-M2
<b>Description</b>	Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services
<b>Category</b>	Managed
<b>Type</b>	Term
<b>Start Date</b>	6/29/2020
<b>End Date</b>	10/31/2021
<b>Purchase Category Code(Agencies Only)</b>	PCC C
<b>Optional Renewal Terms</b>	November 1, 2021, through October 31, 2022 November 1, 2022, through October 31, 2023 November 1, 2023, through October 31, 2024
<b>Purchase Orders</b>	Customers will issue an internal purchase order that references this CPA Contract Number and current item description(s) and pricing as stated on this contract. The Contractor will not ship any products or provide related services until receipt of a Purchase Order generated by the State Agency, Higher Education or Cooperative member.
<b>NIGP Code(s)</b>	525-10    525-20 525-40    715-04 715-05    715-10 715-46    715-55 956-10
<b>CPA Contract Management</b>	Questions regarding contract management issues, price changes, amendments or other post-award concerns should be directed to:  SPD Contract Management Office (SCMO) Texas Comptroller of Public Accounts (CPA) Phone: (512) 463-3034 option 3 Email: <a href="mailto:spd.cmo@cpa.texas.gov">spd.cmo@cpa.texas.gov</a> ( <a href="mailto:spd.cmo@cpa.texas.gov">mailto:spd.cmo@cpa.texas.gov</a> )

**Contract Items and Pricing**

Customers should contact the applicable company representative in order to set up an account.

Item 22.

715-M2 Baker & Taylor, LLC Price Sheet (<http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20B&T%20TSB%20Contract%20Item%20Listing.pdf>)

715-M2 Brodart Co. Price Sheet (<http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Brodart%20TSB%20Contract%20Item%20Listing.pdf>)

715-M2 Yankee Book Peddler, Inc. dba GOBI Library Solutions from EBSCO Price Sheet (<http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20GOBI%20Library%20Solutions%20from%20EBSCO%20TSB%20Contract%20Item%20Listing.pdf>)

715-M2 Ingram Library Services LLC Price Sheet (<http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Ingram%20TSB%20Contract%20Item%20Listing.pdf>)

715-M2 Midwest Library Service, Inc. Price Sheet (<http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Midwest%20Library%20Service%20TSB%20Contract%20Item%20Listing.pdf>)

715-M2 Midwest Tape, LLC Price Sheet (<http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Midwest%20Tape%20TSB%20Contract%20Item%20Listing.pdf>)

715-M2 ProQuest, LLC Price Sheet (<http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20ProQuest%20TSB%20Contract%20Item%20Listing.pdf>)

**Warranty Details**

**Warranty/Guarantee**

Each product proposed is to be warranted against defects in workmanship and material for a period of ninety (90) days or the duration of the manufacturer's standard warranty, whichever is longer, following Customer's acceptance. If no time or specific protocol for acceptance is specified elsewhere in the Contract or the Customer purchase order, items are presumed accepted ten (10) working days after receipt. The warranty will apply to any warranty service or repair requested by Customer during the warranty period by contacting the Contractor or Contractor's designee with such request, regardless of the amount of time required to complete the requested warranty service or repair. It is the intention of the parties to this Contract that Contractor's warranty obligations hereunder will survive the termination of this Contract.

**Replacement**

- 1) Contractor must guarantee replacement of improperly manufactured products due to defective materials or product during the initial Contract period and any exercised renewal options.
- 2) Contractor must guarantee replacement or compensation to Customer if Contractor damages Customer's property when applying ancillary or processing services.
- 3) The replacements must be processed and received by the Customer within two weeks of written notification.
- 4) Contractor will provide replacement free of any charge, including any shipping necessary to return the product when necessary.
- 5) Contractor will either replace the product with new product or refund the full purchase price of the product, whichever the Customer prefers.

**Adding New Products to the Contract**

Additional products or services of the same general category that are not already on the contract may be added by submitting an Open Market Requisition (<https://comptroller.texas.gov/purchasing/forms/>) to the Statewide Contract Development section at [open.market@cpa.texas.gov](mailto:open.market@cpa.texas.gov) (<mailto:open.market@cpa.texas.gov>).

**Delivery Delays by Contractor**

If delay is foreseen, Contractor shall give written notice to the Customer and must keep Customer advised at all times of status of order.

Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Customer to purchase goods and services of this contract elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor.

Failure to pay a damage assessment is cause for contract cancellation and/or debarment or removal of the contractor, as applicable, from the State's Centralized Master Bidders List (CMBL).

<b>Compliant Products by Contractor</b>	<p>Delivery does not occur until the Contractor delivers products, materials or services in full compliance with specifications to Customer's F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by the Customer. Providing products, materials or services which do not meet all specification requirements does not constitute delivery.</p> <p>Customer reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.</p>
<b>Purchase Order Cancellation</b>	The Customer may request that a Contractor cancel a specific line item or an entire purchase order. There shall be no fees charged for cancellation of an item and/or order prior to shipment by the Contractor. A Purchase Order Change Notice should be processed and sent to Contractor.
<b>Restocking Fee for Returned Products</b>	The Customer may request that a Contractor accept return of products already delivered. If the return is required through no fault of the Contractor, the Contractor may request a reasonable restocking charge. The Customer may pay a restocking charge if the CPA or Customer determines that the charge is justifiable. As a guideline, such charges shall not exceed 10% for contractors.
<b>Substitutions</b>	During the Contract term, the Contractor shall not substitute a product or brand unless the Contractor has obtained prior written approval from the CPA Contract Manager in coordination with the Customer. The Contractor must have written confirmation from the CPA Contract Manager of the substitution before making delivery.
<b>Contractor Performance</b>	<p>The Statewide Procurement Division Contract Management Office (SCMO), a division of the Comptroller of Public Accounts (CPA), administers a vendor performance program for use by all customers per Texas Government Code (TGC), §2262.055, and 34 Texas Administrative Code (TAC), §20.108. The Vendor Performance relies on the customer's participation in gathering information on vendor performance. State agency customers shall report vendor performance on purchases of \$25,000 or more from contracts administered by CPA, or any other purchase of \$25,000 or more made through delegated authority granted by CPA (TAC 20.108), or purchases exempt from CPA procurement rules and procedures. State agencies are additionally encouraged to report vendor performance on purchases under \$25,000.</p> <p>Vendor Performance shall be reported through the CPA VENDOR PERFORMANCE TRACKING SYSTEM (<a href="https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/">https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/</a>).</p> <p>The purpose of the Vendor Performance Tracking System is to:</p> <ul style="list-style-type: none"> <li>• Identify vendors that have exceptional performance</li> <li>• Aid purchasers in making a best value determination based on vendor past performance</li> <li>• Protect the state from vendors with unethical business practices</li> <li>• Track vendor performance for delegated and exempt purchases</li> </ul>

## Contractors Information

**VID:** 14731799749

**Contractor:** Baker & Taylor, LLC

**Contact Name:** Wendy Hardy

**Email:** wendy.hardy@baker-taylor.com

**Phone:** (800) 775-1200 x2776

**Alternate Contact Name:** Stefanie Kremer

**Alternate Email:** stefanie.kremer@baker-taylor.com

**Alternate Phone:** (704) 998-3135

**Address:** 2550 West Tyvola Road Suite 300 Charlotte, NC 28217

**VID:** 12322487583

**Contractor:** Brodart Co.

**Contact Name:** Mary Miller

**Email:** mary.miller@brodart.com

**Phone:** (800) 233-8467

**Alternate Contact Name:** Lisa Miosi

**Alternate Email:** lisa.miosi@brodart.com

**Address:** 500 Arch Street Williamsport, PA 17701



**VID:** 16217466966

**Contractor:** Ingram Library Services LLC

**Contact Name:** Stephen Casey

**Email:** stephen.casey@ingramcontent.com

**Phone:** (214) 952-6310

**Alternate Email:** ils.orders@ingramcontent.com

**Address:** One Ingram Blvd. La Vergne, TN 37086

**VID:** 14308345058

**Contractor:** Midwest Library Service, Inc.

**Contact Name:** Trish Banta

**Email:** banta@midwestls.com

**Phone:** (800) 325-8833

**Alternate Contact Name:** Herbert Lesser

**Alternate Email:** hlesser@midwestls.com

**Address:** 11443 St. Charles Rock Rd. Bridgeton, Missouri 63044

**VID:** 13714996868

**Contractor:** Midwest Tape, LLC

**Contact Name:** Janet Timm

**Email:** jtimmm@midwesttape.com

**Phone:** (800) 875-2785

**Alternate Contact Name:** Jeffery Jankowski

**Alternate Email:** jjankowski@midwesttape.com

**Alternate Phone:** (419) 868-9370

**Address:** PO Box 820 Holland, OH 43528

**VID:** 13920538553

**Contractor:** Proquest, LLC

**Contact Name:** Jess Snyder

**Email:** Proposals@proquest.com

**Phone:** (248) 496-1065

**Address:** Proquest, LLC 789 E. Eisenhower Parkway Ann Arbor, MI 48106

**VID:** 10203021430

**Contractor:** Yankee Book Peddler, Inc. dba GOBI Library Solutions from EBSCO

**Contact Name:** Bonnie LaRose

**Email:** bidadmin@ybp.com

**Phone:** (800) 258-3774 x8895

**Alternate Contact Name:** Kate Hartnett

**Alternate Email:** khartnett@ybp.com

**Alternate Phone:** (800) 258-3774 x8808

**Address:** 999 Maple Street Contoocook, NH 02339



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- Home (<http://comptroller.texas.gov>)
- Contact Us (<http://comptroller.texas.gov/about/contact/>)

#### POLICIES

- Privacy and Security Policy (<https://comptroller.texas.gov/about/policies/privacy.php>)
- Accessibility Policy (<https://comptroller.texas.gov/about/policies/accessibility.php>)
- Link Policy (<https://comptroller.texas.gov/about/policies/links.php>)

- Texas.gov (<http://texas.gov>)
- Search from the Texas State Library (<https://www.tsl.texas.gov/trail/index.html>)
- Texas Homeland Security (<http://www.dhs.gov/geography/texas>)
- Texas Veterans Portal (<https://veterans.portal.texas.gov/>)
- Public Information Act (<https://comptroller.texas.gov/about/policies/public-information-act.php>)
- Texas Secretary of State (<http://www.sos.state.tx.us/>)
- HB855 Browser Statement

#### OTHER STATE SITES

- texas.gov (<https://www.texas.gov/>)
- Texas Records and Information Locator (TRAIL) (<http://www.tsl.state.tx.us/trail/>)
- State Link Policy  
(<http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/State%20Website%20Linking%20and%20Privacy%20Policy.pdf>)
- Texas Veterans Portal (<http://veterans.portal.texas.gov>)



**CITY COUNCIL AGENDA ITEM &  
RECOMMENDATION SUMMARY**

**MEETING DATE:** December 18, 2023  
**PRESENTED BY:** Anna Carrillo, City Secretary  
**AGENDA ITEM:** Request by County of Hidalgo Elections Department to use City Facilities for the 2024 Elections – Carrillo

**NATURE OF REQUEST:**

The County Elections Department is requesting the use of Bannworth Gym for Early Voting and/ Election Day, Mission Parks and Recreation Conference Room for Early Voting and/ Election Day.

The 2024 Elections are:

Primary Election: Early Voting February 20 – March 01 – Election Day, March 5, 2024

Primary Runoff: Early Voting March 25 – April 2 – Election Day, April 6, 2024

May 4, 2024 Local Entities – Early Voting Apr. 22 – April 30 – Election Day, May 4, 2024

June 3, 2024 Local Entities Runoff – Early Voting June 3 – June 11 – Election Day June 15, 2024

General Election – Early Voting – October 23 – November 3, 2024 – Election Day November 5, 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 *RP*

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

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

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

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

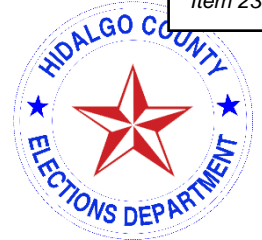
\_\_\_\_\_ DISSENTING \_\_\_\_\_



Via facsimile

# ELECTIONS DEPARTMENT

County of Hidalgo



Item 23.

## 2024 Election Cycle

Early Voting and Election Day Request(s)

November 20, 2023

Anna Carrillo, City Secretary City of Mission  
1201 E. 8<sup>th</sup> St, Mission, TX

Via: [acarrillo@missiontexas.us](mailto:acarrillo@missiontexas.us)

**RE: 2024 Election Cycle Polling Locations for Early Voting and/or Election Day**

Dear Ms. Carrillo,

We are requesting the use of your facility(s) as an Early Voting and/or Election Day polling location(s) for the upcoming 2024 Election Cycle. Please review the dates below and add to your calendar. Please note that your location will not be required during the Local Entities Election(s) if your entity is not on the ballot or requested by another entity. Additional note, due to HB 357, the Runoff Dates have been modified and will be confirmed by the Texas Secretary of State as the election approaches.

Reminder emails will be sent once the election approaches, but if you have any questions or concerns, please feel free to reach out at any time.

### Upcoming 2024 Elections

Election	Early Voting	Election Day
Primary Election	Feb. 20, 2024 – Mar. 1, 2024	Tuesday, March 5, 2024
Primary Runoff Election	Mar. 25, 2024 – Apr. 2, 2024	Saturday, April 6, 2024
May Local Entities Elections	Apr. 22, 2024 – Apr. 30, 2024	Saturday, May 4, 2024
May Local Entities Runoff Elections	June 3, 2024 – June 11, 2024	Saturday, June 15, 2024
General Election	Oct. 23, 2024 – Nov. 3, 2024	Tuesday, November 5, 2024
General Runoff (Local Entities ONLY)	Dec. 2, 2024 – Dec. 10, 2024	Saturday, December 14, 2024

Please complete the separate request form and return by fax, or email by **December 28, 2023**. I know this may require approval from your board, so if you could provide an email response confirming the use of the location(s), that will allow us to continue with our preparations for the November General Election.

We truly appreciate you and the partnership we have in providing great polling locations to the voters of Hidalgo County. If you have any questions, please do not hesitate to contact me.

Sincerely,

Eberto A. Gauna

Division Manager II

Office: (956)318-2570 ext. 5730

Fax: (956) 393-2039

Email: [eberto.gauna@co.hidalgo.tx.us](mailto:eberto.gauna@co.hidalgo.tx.us)

Visit our website <https://www.hidalgocounty.us/105/Elections-Department>

*Register & Vote!*



**CITY COUNCIL AGENDA ITEM &  
RECOMMENDATION SUMMARY**

**MEETING DATE:** December 18, 2023  
**PRESENTED BY:** Anna Carrillo, City Secretary  
**AGENDA ITEM:** Approval of Memorandum of Understanding between the City of Mission and Texas Citrus Fiesta - Carrillo

**NATURE OF REQUEST:**

On November 20, 2023 City Council authorized the City Manager to negotiate a Memorandum of Understanding with the Texas Citrus Fiesta to provide temporary specialized administrative services to promote economic development within the City of Mission. Texas Citrus Fiesta will compensate the City \$2,500.00 per month during the term of the agreement for the costs of providing administrative services. The city shall apply said payment to the city employee assigned to serve as temporary administrator. Agreement will be effective as of December 18, 2023 and terminate on January 31, 2024 unless otherwise extended by both parties.

**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 *RP*

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

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

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

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

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

**MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF MISSION AND  
TEXAS CITRUS FIESTA, INC.**

This Memorandum of Understanding (“MOU”) is entered into on the effective date by and between the Agreement Parties shown below:

**I. AGREEMENT PARTIES:**

City of Mission (Mission), a Texas home-rule municipal corporation under Texas Local Government Code.

Texas Citrus Fiesta, Inc. (Texas Citrus Fiesta), a Texas non-profit corporation filed with the Texas Secretary of State’s Office.

**II. PURPOSE:**

Texas Citrus Fiesta educates Mission residents and visitors by promoting annual public celebrations, displays and exhibits in connection with the growing citrus markets. However, recently, Texas Citrus Fiesta has requested temporary administrative assistance from the City of Mission to support its operations.

In providing a public service to the residents and visitors of Mission, Texas, and supporting the City’s overall economic development, Mission and Texas Citrus Fiesta mutually agree that for term(s) established by this Agreement, the City of Mission will provide Texas Citrus Fiesta with specialized administrative services. This Agreement can be amended, as needed, by agreement of all parties and signing a new document.

**III. TERM OF PERFORMANCE:**

This Agreement shall be effective as of December 18, 2023 and terminate on January 31, 2024, unless otherwise extended by both Parties in writing.

**IV. PAYMENT:**

Pursuant to the terms of this Agreement and exchange for the necessary services and support, Texas Citrus Fiesta will compensate Mission TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per month during the term of this Agreement for the costs of providing said services. The City of Mission shall apply said payment to the city employee assigned to serve as temporary administrator by the City Manager as special assignment payment for additional duties performed under this Agreement.

**V. RIGHTS AND RESPONSIBILITIES:**

1. The City of Mission, City Manager, shall appoint a City of Mission employee to serve as the temporary Texas Citrus Fiesta Administrator (Administrator) for the term of this Agreement.



2. Texas Citrus Fiesta shall provide the City of Mission all documents reasonably necessary to the performance of Administrator's duties under this Agreement. Except as may be necessary for performance of this Agreement, and to the extent no generally known as available to the public, the Administrator shall not use or disclose information concerning Texas Citrus Fiesta without prior written consent of the Texas Citrus Fiesta Board.

3. In performance of work and services under this Agreement, Administrator shall act solely as an independent contractor, and nothing contained or implied in this Agreement shall act at any time to be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint ventures as between Mission and Texas Citrus Fiesta and/or Administrator and Texas Citrus Fiesta.

4. Nothing in this MOU shall be interpreted as limiting, superseding, or otherwise affecting Mission's normal operations in carrying out its statutory or regulatory duties. Texas Citrus Fiesta agrees that the Administrator's primary fiduciary duty and responsibility vests with the City of Mission, despite any assignments or other requests submitted by Texas Citrus Fiesta.

**5. TEXAS CITRUS FIESTA SHALL INDEMNIFY AND HOLD HARMLESS MISSION, ITS AFFILIATES, BRANCHES, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (HEREINAFTER COLLECTIVELY, THE "CITY") FROM ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, WHICH ARISE OR MAY HEREINAFTER ARISE FROM PARTICIPATION IN THIS MOU AGREEMENT. TEXAS CITRUS FIESETA UNDERSTANDS AND AGREES THAT THIS RELEASE OF LIABILITY DISCHARGES THE CITY FROM ANY LIABILITY OR CLAIM THAT MAY BE FILED AGAINST MISSION WITH RESPECT TO ANY ECONOMIC OR NON-ECONOMIC LOSSES, LIABILITIES, DAMAGES, SUITS, ACTIONS, CLAIMS, ATTORNEY'S FEES, COSTS, EXPENSES, OR DEMANDS, RELATING IN ANY WAY TO BODILY INJURY, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM ITS PARTICIPATION WITH ANY SERVICES PROVIDED AS PART OF THIS MOU AGREEMENT, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF THE CITY, OR OTHERWISE, TO THE FULLEST EXTENT ALLOWED BY LAW.**

#### **VI. MISCELLANEOUS:**

1. **NO WAIVE OF SOVEREIGN IMMUNITY:** THE PARTIES AGREE THAT THERE IS NOTHING IN THIS MOU THAT IS MEANT TO BE A WAIVER BY MISSION OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT MISSION MAY HAVE BY OPERATION OF LAW.

2. **Governing Law and Venue:** This MOU Agreement is governed by the laws of the State of Texas and interpreted under Texas law. Proper venue for a claim arising from this MOU will be in a court of competent jurisdiction in Hidalgo County, Texas.

3. **Counterparts:** This MOU Agreement may be signed by each party individually, and each signature page will be made a part of the original agreement, and all will be considered a single agreement. Any counterpart signature to this MOU that is delivered by fax or email will be considered for all purposes to be good and valid execution and delivery of this MOU.

4. **Entire Agreement:** This document represents the entire agreement between the Agreement Parties. No prior agreement or understanding oral or otherwise, of the Parties or their agents will be valid or enforceable unless made part of this document.

**IN WITNESS WHEREOF**, this MOU Agreement has been signed by an authorized representative of each Party, to be effective as of the Effective Date stated herein.

**CITY OF MISSION**

**TEXAS CITRUS FIESTA, INC.**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

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

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

Anna Carrillo, City Secretary

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXTENSION OF MEDICAL DIRECTOR AGREEMENT**

THE STATE OF TEXAS §  
 COUNTY OF HIDALGO §  
 CITY OF MISSION §

This extension agreement is made and executed on the date of signature below by and between the City of Mission, Texas, for the benefit of the Mission Fire Department Emergency Medical Services, a home ruled municipal corporation, 1201E. 8th St., Mission, Texas 78572 and Ivan Melendez, MD, FAAFP.

I.

The City of Mission appointed Ivan Melendez, MD, FAAFP, physician currently licensed to practice medicine in the State of Texas, as the Medical Director of the Mission Fire Department Emergency Medical Services, in compliance with the State of Texas, Health and Safety Code thru October, 2023.

II.

It is agreed that Ivan Melendez, MD, FAAFP, shall be paid a total of \$2,100 monthly installments (up to 3 units) and review of protocols in exchange for the services he shall render under this agreement until the EMS service is certified through Texas Department of State Health Services that will increase monthly installments as negotiated with City of Mission.

III.

Ivan Melendez, MD, FAAFP, will continue to serve as the Medical Director of the Emergency Medical Services Division of the Fire Department and will provide medical supervision of developing protocols and standing orders of EMS personnel and units; approving EMS medical equipment and personnel permitted to function within the EMS system: giving guidance and directions to the Director of EMS and his staff; approving EMS training programs and training personnel; receiving input from emergency departments and community physicians; advising the Department regarding creation and enforcement of ordinances pertaining to Emergency Medical Services; disaster preparedness; and communications and dispatching procedures related to EMS; receiving and investigating complaints; participating in ongoing medical audit, review and performance appraisal of EMS personnel and system functions; and to report to the Department of Public Safety the goals and progress of the Emergency Medical Services.

IV.

Ivan Melendez, MD, FAAFP, will provide his own malpractice insurance at this own expense and include the City of Mission as an additional insured. Ivan Melendez, MD, FAAFP, coverage must be Five Hundred Thousand dollars (\$500,000.00) per incident and One Million and No/100ts Dollars (\$1,000,000.00), per occurrence.

V.

This extension agreement shall remain in effect until the 29th day of February 2024. Either party shall have the right to cancel and terminate this agreement at any time upon 30 days written notice to the other party.

This agreement may not be sold, transferred or assigned in whole or in part by either party without the prior written consent of the other party.

VI.

This agreement shall be subject to change, amended or modified only by the mutual written consent of the parties hereto.

EXECUTED IN DUPLICATE this the \_\_\_\_\_ day of \_\_\_\_\_, 2023

**CITY OF MISSION**

\_\_\_\_\_  
Randy Perez, City Manager

**ATTEST:**

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

**CITY OF MISSION**  
Fire Department  
Emergency Medical Services

\_\_\_\_\_  
Adrian Garcia, Fire Chief

**MEDICAL DIRECTOR**

\_\_\_\_\_  
Ivan Melendez, MD, FAAFP



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023

**PRESENTED BY:** Adrian Garcia, Fire Chief

**AGENDA ITEM:** Authorization to enter into a Mutual Aid Agreement with Lone Star Ambulance Inc. for EMS Provider Services – A. Garcia

**NATURE OF REQUEST:**

The Mission Fire Department is seeking authorization to enter Mutual Aid Agreement with Lone Star Ambulance Inc. for EMS Provider Services.

**BUGETED:** \_\_\_\_\_ **FUND:** \_\_\_\_\_ **ACCT. #:** \_\_\_\_\_

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

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

**STAFF RECOMMENDATION:**

Approval

**Departmental Approval:** N/A

**Advisory Board Recommendation:** N/A

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

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

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

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

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

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



**MUTUAL AID AGREEMENT  
BETWEEN  
CITY OF MISSION FIRE/EMS AND  
Lone Star Ambulance, Inc.**

This agreement is made and entered into effective on the **1st** day of **January 2024**, by **Lone Star Ambulance, Inc.** and City of Mission Fire/EMS. The parties are mutually referred to as "EMS Providers" who have duly executed this Agreement.

**WHEREAS**, multiple medical emergencies may arise contemporaneously in various parts of the City of Mission resulting in greater demands than the manpower and/or equipment of a single emergency medical service provider can handle or an emergency may arise that is of such intensity that it cannot be handled solely by a single emergency medical service provider; and

**WHEREAS**, non-emergency or scheduled requests for medical transportation may arise that cannot be performed with the man power of single emergency medical service provider; and

**WHEREAS**, the EMS Providers recognize the necessity to cooperate and work together to provide for mutual assistance; and

**WHEREAS**, the EMS Providers further recognize the need to provide for an organized means of resolving conflicts, concerns and questions between and among their respective members.

**NOW, THEREFORE, IT IS AGREED BY AND AMONG THE EMS PROVIDERS WHO HAVE DULY EXECUTED THIS AGREEMENT AS FOLLOWS:**

**SECTION 1. Definitions:**

As used herein:

- a) "Requesting EMS Provider," shall mean the Provider requesting aid, and
- b) "Responding EMS Provider," shall mean the Provider affording or responding to a call for aid.

**SECTION 2. Mutual Aid and Contingency Agreement**

Subject to the exceptions stated below, the EMS Providers mutually agree to provide mutual aid service to each other. Any decision not to respond to a request for aid shall be promptly communicated to the Requesting EMS Provider.

**SECTION 3. Authority to Respond and Provide Assistance**

The authority to make requests for assistance or to provide aid under this Agreement shall reside with the Requesting EMS Provider's command personnel or the command personnel's designee. For the purposes of this Agreement, the "Requesting EMS Provider" shall mean the incident commander or the incident commander's designee asking for assistance and the "Responding EMS Provider" shall mean an

officer/supervisor or designee sending assistance. Either one of the EMS Provider shall have the right to request assistance from the other EMS Provider subject to the terms and conditions of this Agreement.

#### **SECTION 4. Requesting Assistance**

An EMS Provider may request assistance from the other EMS Provider when the Requesting EMS Provider has concluded that such assistance is essential to protect life. The authority designated in Section 3 of this Agreement shall make all requests for aid. Any request for aid shall include a statement of the amount and type of equipment and personnel requested and specify the location to which the equipment and response personnel are to be dispatched. If the Responding EMS Provider accepts the request for aid, it agrees to respond promptly and shall assume full responsibility for the medical transportation service from that point forward. For emergency medical services, the Responding EMS Provider shall be released from service as allowed under Section 7 of this Agreement. For non-emergency medical services, a Responding EMS Provider shall be released from service when the services are complete or the Requesting EMS Provider notifies it that the services are no longer required, or when the Responding EMS Provider determines, in its discretion, and communicates to the Requesting EMS Provider that its services are needed at another call or incident.

#### **SECTION 5. Responses to Request**

The extent of any response to a request, including the choice of personnel and equipment, shall be entirely within the discretion of the Responding EMS Provider, subject to the terms of this Agreement. Included in such Responding EMS Provider's discretion shall be a determination as to whether or not such request for aid may be answered without jeopardizing the safety and protection of the citizens and visitors of Mission, Texas.

The Responding EMS Provider, upon determination that an emergency exists and subject to the availability of personnel and equipment resources, shall dispatch EMS personnel and equipment to aid the Requesting EMS Provider within 10 minutes to the location of the call or incident.

#### **SECTION 6. Personnel and Equipment Provided**

As stated above, the Requesting EMS Provider shall include in its request for assistance statement of the amount and type of equipment and personnel requested and specify the location to which the equipment and response personnel are to be dispatched.

The final decision and the amount and type of equipment to be sent shall be solely that of the Responding EMS Provider as provided in this Agreement. The Requesting EMS Provider hold the Responding EMS Provider harmless and defend it from any liability in connection with all acts associated herewith provided that the final decision is made with reasonable due diligence.

Specifically, no EMS Provider shall make any claim whatsoever against the other EMS Provider for the refusal to send the requested personnel or equipment where such refusal is based on the judgment of the Responding EMS Provider that such personnel and equipment are either not available or are needed to provide service in the respective EMS Provider's response area.

#### **SECTION 7. Command and Control at the Emergency Scene**

Both EMS Providers have established Incident Command System (ICS) Standards Operating Procedures (SOPs) and will implement them on all incidents involving mutual aid responses. At no time shall the Responding EMS Provider be expected to operate contrary to its standing orders or protocols of its physician advisor, internal policies, operating licenses or federal or state regulations.

The Responding EMS Provider's personnel and equipment shall report to the incident commander or other appropriate sector officer of the Requesting EMS Provider. The person in charge of the Responding EMS Provider shall meet with the incident commander or appropriate sector officer of the Requesting EMS Provider for a briefing and assignment.

The person in charge of the Responding EMS Provider shall retain control of the Responding EMS Provider's personnel and equipment resources and shall direct them to meet the needs and tasks assigned by the incident commander or sector officer at the location to which the equipment and personnel are dispatched.

The Responding EMS Provider's personnel and equipment shall be released by the Requesting EMS Provider when the services of the Responding EMS Provider are no longer required or when the Responding EMS Provider's resources are needed in their primary response area. Responding EMS Provider personnel and equipment may withdraw from the EMS scene upon giving notice to the incident commander or the appropriate sector officer that they are needed in the EMS Provider's primary response area.

It is understood that the purpose of this section is to maintain order at the emergency scene and shall not be constructed to establish an employer/employee relationship.

#### **SECTION 8. Reporting and Record Keeping**

The Requesting EMS Provider shall maintain records regarding the frequency of the use of this agreement and provide them to the Texas Department of State Health Services upon request. Each EMS Provider shall maintain individual patient care reports.

#### **SECTION 9. No Reimbursement for Costs**

No EMS Provider shall be required to reimburse any other EMS Provider for the cost of providing the services set forth in this Agreement for the mutual aid services, except as provided in Section 10 below. Each EMS Provider shall pay its own costs (i.e. salaries, repairs, materials, compensation, etc.) for the responding for requests for mutual aid or contingency response.

**SECTION 10. Fees for Ambulance Service**

The Responding EMS Provider shall be responsible for all patient and third-party billing, insurance filing and collection activity in compliance with applicable laws.

**SECTION 11. Assumption of Liability and Indemnification**

Each EMS Provider hereby waives all claims against the other EMS Provider from compensation for any property loss or damage and/or personal injury or death occurring as a consequence of the performance of this Agreement.

The responding EMS Provider assumes all liability and/or cost of damage to its equipment and the injury or death of its personnel when responding or performing under this agreement.

To the extent allowed by the Texas Constitution and the laws of the State of Texas, each EMS Provider agrees to indemnify and hold the other party, its officers, directors, officials, employees and agents harmless from and against liability claims resulting from or alleged to result from any willful, knowingly, grossly negligent, or negligent act or omission of the other EMS Provider related to the performance of this Agreement. Such indemnification for acts occurring or alleged to have occurred during the term of this Agreement shall survive the termination of this Agreement for any reason.

**SECTION 12. Insurance**

Each EMS Provider represents that it has and will maintain such insurance as is required by applicable federal and state law in statutory required amounts and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, workers' compensation, unemployment insurance, automobile liability, and property damage. EMS Providers may self-insure when appropriate. Unless the provider is self-insured, Each EMS Provider shall provide a certificate of insurance to the other which will provide that the policy or coverage thereunder cannot be altered or terminated without thirty (30) days written notice by the insurance carrier to the other EMS Provider to this Agreement.

**SECTION 13. Conflict Resolution**

From time to time, personnel from one EMS Provider or another may have some concerns or questions regarding this Agreement or the working relationship of the parties.

Should any such issues arise, they should be dealt with by the EMS Provider's chain of command to provide answers or resolution.

**SECTION 14. Venue**

The exclusive jurisdiction for any claim or controversy arising out of or relating to this agreement shall be in the state and federal courts located in Hidalgo County, Texas and each party hereto irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum.

**SECTION 15. Term of Agreement**

This Agreement shall be in full force and effect upon execution by both EMS Providers hereto. This Agreement shall remain in effect for a period of Two (2) years (January 1, 2024 to December 31, 2025) unless cancelled by either EMS Provider by giving thirty (30) day written notice to the other EMS Provider. The Agreement may be amended by agreement of both EMS Providers.

**SECTION 16. Termination**

Each EMS Provider may terminate this Agreement: (a) at any time without cause and at its sole discretion upon thirty (30) days written notice to the other party or (b) immediately upon the material breach of this Agreement by the other EMS Provider.

**SECTION 17. Compliance**

Each EMS Provider shall comply with all applicable federal, state and local laws and regulations. Each EMS Provider's ambulances will conform to applicable state and local regulations for medical equipment and be duly licensed for the transportation of patients. All personnel staffing the emergency vehicles shall be licensed or certified as required by applicable law.

**SECTION 18. Medically Equivalent Services**

**Lone Star Ambulance, Inc.** agrees that the level of services provided pursuant to this Agreement shall be substantially medically equivalent to the level of services provided by the CITY OF MISSION FIRE/EMS. The CITY OF MISSION FIRE/EMS shall, in its sole discretion, determine whether **Lone Star Ambulance, Inc.**'s level of service shall be deemed "substantially medically equivalent."

**SECTION 19. Miscellaneous Provisions**

- A. Binding Agreement.** Except as provided herein, this Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.
- B. Severability.** If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- C. Entire Agreement.** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties hereto or permitted or approved assignees.

**D. Recitals.** All of the recitals hereof are incorporated into this Agreement as if fully set forth herein.

**IN WITNESS THEREOF,** the following EMS Providers have duly executed this Agreement:

Lone Star Ambulance, Inc.  
1200 E. Jasmine Ave  
McAllen, TX. 78503

City of Mission Fire/EMS  
415 W. Tom Landry  
Mission, TX. 78572

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Gustavo Martinez  
Director of Operations

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Adrian Garcia  
Fire Chief





# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023

**PRESENTED BY:** Adrian Garcia, Fire Chief

**AGENDA ITEM:** Approval of interlocal agreement between City of Mission Fire Department EMS and Hidalgo County Office of Emergency Management – A. Garcia

**NATURE OF REQUEST:**

The Mission Fire Department EMS is seeking authorization of an agreement with Hidalgo County Office of Emergency Management to approve the rental of an emergency medical unit to provide additional service to the residents of Hidalgo County for \$10.00 a month beginning January 2024.

**BUGETED:** \_\_\_\_\_ **FUND:** \_\_\_\_\_ **ACCT. #:** 01-431-44660

**BUDGET:** 4,500 **EST. COST:** 120.00 **CURRENT BUDGET BALANCE:** 3,717.00

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

**STAFF RECOMMENDATION:**

Approval

**Departmental Approval:** Finance, Purchasing

**Advisory Board Recommendation:** N/A

**City Manager’s Recommendation:** Approval *RP*

<b>RECORD OF VOTE:</b>	<b>APPROVED:</b>	_____
	<b>DISAPPROVED:</b>	_____
	<b>TABLED:</b>	_____

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

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

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE  
CITY OF MISSION AND THE COUNTY OF HIDALGO, TEXAS  
RELATED TO EMERGENCY MEDICAL SERVICES**

**THIS AGREEMENT** is made on this the \_\_\_ day of \_\_\_\_\_, 2023 by and between the **CITY OF MISSION, TEXAS** (hereinafter referred to as the “**CITY**”) and the **COUNTY OF HIDALGO, TEXAS**, by and through its **Office of Emergency Management**, (hereinafter referred to as the “**COUNTY**”) pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Gov’t Code 791.001 et seq., hereinafter referred to as the “**Act**”, as follows:

**WITNESSETH:**

**WHEREAS**, the **CITY** is a unit of local government as defined by Chapter 791 of the Texas Government Code and is located in Hidalgo County, Texas; and

**WHEREAS**, **COUNTY** is a local government as defined by the Act, and a county in the State of Texas; and

**WHEREAS**, the safety, health and general welfare of the citizens of Hidalgo County is a common objective of both parties. Further, it is the objective of both parties to collaborate with each other to ensure the citizens of Hidalgo County have access to health care and other emergency medical services; and

**WHEREAS**, the provision of emergency ambulance services are governed under Texas Health & Safety Code and allows both **CITY** and **COUNTY** to provide such services; and

**WHEREAS**, the **COUNTY** pursuant to its authority under the law has procured emergency ambulance equipment for the provision of emergency ambulance services and now desires to contract with **CITY** to ensure the provision of emergency ambulance services to the residents of Hidalgo County and specifically Precinct #3 and the **CITY** has agreed to engage in such services for the public purpose of preserving and protecting the public health and safety of the residents of the County; and

**WHEREAS**, the parties desire that **CITY** assist with providing emergency ambulance services in and for the defined Service Area(s) as per the terms and conditions outlined herein;

**WHEREAS**, the **CITY** and **COUNTY** are authorized to enter into this Agreement pursuant to the Act, which authorizes local governments to contract to perform governmental functions and services under the terms of the Act.

**NOW, THEREFORE**, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

- 1. All of the above recitations are incorporated herein and fully restated.

2. COUNTY AND CITY hereby agree that this Agreement is entered into in order to ensure the provision of emergency ambulance services to residents of Hidalgo County, and specifically those located in Precinct #3, and the CITY has agreed to assist with providing such services as noted in the defined Service Area(s) map attached hereto and incorporated by reference as Exhibit "A".
3. County agrees to render and provide to CITY a total of One (1) ambulance unit for use by CITY for the provisions of emergency ambulance services as outlined in this Agreement.
4. **Consideration.** As consideration for COUNTY providing the emergency ambulance units for use by CITY as described in this Agreement, CITY agrees to pay County the total amount of ten dollars (\$10.00) per unit per month during the contract term, payable against written invoice submitted by County in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251. In exchange for the use of the units, CITY agrees to provide all required licensed emergency medical personnel and staffing necessary to provide emergency ambulance services within the prescribed Service Areas. CITY will further provide the additional responsibilities as further delineated in this Agreement.
  - a. As consideration for the parties fulfilling their respective public and governmental purposes, needs, objectives, and programs, CITY shall provide the Emergency Medical Services and Emergency Medical Priority Dispatching to the Service Area for no additional cost or fees to COUNTY.
5. Responsibilities of COUNTY:
  - a. COUNTY shall provide CITY a total of one (1) unit for provision of emergency medical services in the designated Service Area.
  - b. COUNTY will provide CITY with consumable medical goods with the ambulance unit(s). However, any replacement goods shall then be CITY's responsibility.
  - c. COUNTY will coordinate inspections of ambulance unit(s) provided on a quarterly basis (at a minimum).
6. Responsibilities of CITY:
  - a. CITY shall at all times maintain a valid License issued by the Texas Department of State Health Services for operation of a Mobile Intensive Care (MICU) Ambulance, Advanced Life Support and Basic Life Support Services providing services at the Paramedic Level pursuant to Texas Administrative Code 157.11.
  - b. During the term of this agreement, the CITY shall respond to calls for emergency medical assistance initiated by law enforcement in Precinct #3 and/or through the E-9-1-1 System within the Service Area.

- c. Request for emergency ambulance services initiated by anyone other than the E-9-1-1 system, or other law enforcement agencies, including fire and police departments in Precinct #3 are not covered by this Interlocal Agreement.
- d. CITY shall employ and manage the necessary personnel for the operation of an emergency communications center. Sufficient qualified personnel shall be present at all times to provide for prompt answering of telephone calls, TTYs or text messages. Although no specific number of personnel are required or imposed the CITY's staffing levels shall be such that callers shall not wait more than 3 rings before a call is answered and a person requesting emergency service shall not be placed on hold once a call has been initiated.
- e. CITY shall provide sufficient personnel, equipment and ambulances on a 24-hour basis to properly and efficiently answer and service all emergency calls that might arise within the subscriber's Service Area. For purposes of this agreement sufficient number of ambulances shall mean one (1) ALS and one (1) MICU or higher services available ambulances at all times, with comparable units available to respond when primary units are in service. The CITY will add one (1) additional ALS Ambulance to the Subscriber's jurisdiction, as necessary.
- f. CITY shall respond to all emergency calls in the Service Area within twenty (20) minutes or sooner 90% of the time or otherwise in accordance with accepted standards of care in the field. CITY will respond in a safe, reasonable and efficient manner and shall comply with all local laws and state laws governing emergency vehicles. The following guidelines shall apply to calculate response times.
  - i. For all emergency calls within the subscriber's jurisdiction or corporate limits, the response time clock shall start with the initial tone out of an active alarm.
  - ii. For all emergency calls within the subscribers jurisdiction or corporate limits, the response time clock shall end with the unit transmission of "unit has arrived on scene"
- g. As required by state law, CITY shall contract with other ambulance companies to serve as a mutual aid provider as back-up for CITY.
- h. CITY shall observe and comply with all applicable federal, state, county, and local laws, rules, ordinances and regulations which in any manner affect the provision of the services described in this agreement and shall perform such services in a professional manner in accordance with standard emergency medical services practice.
- i. All motor vehicles used for the purpose of providing ambulance service shall be of the Type and Module as required by the Texas Department of State Health Services.
- j. All motor vehicles used for the purpose of providing ambulance service shall be designed and constructed to transport ill, sick or injured persons in comfort and safety and shall be maintained in clean sanitary and first-class mechanical condition at all times. All vehicles shall be in compliance with any State and Federal standards.
- k. No ambulance that has been substantially damaged or altered shall be placed in service within the Service Area.
- l. CITY shall be responsible for maintenance and repair of all vehicles, on-board communications, equipment and communications center facilities in performance of this Agreement.

- m. All ambulances must be individually identified by letter, numbers or a combination thereof, displayed on the front, sides and rear of the unit with letters or numbers at least four (4") in height and must be legible from at least 500ft.
- n. All persons employed by CITY in performing this agreement shall hold the appropriate certifications and/or licenses as required by the Texas Department of Health.
- o. CITY shall ensure the continuous and reliable availability of qualified physician medical control by radio contact with CITY field personnel. It is the responsibility of CITY to ensure that adequate medical field protocols are available at all times.
- p. CITY shall ensure medical quality control is available at all times. CITY's Medical Director shall evaluate all medical protocols and standing orders annually and purchase all controlled substances.
- q. CITY is authorized to charge for services no more than the rates prescribed under CITY's Code of Ordinances. Such rates may be approved by the CITY's governing body.
- r. In consideration of the services rendered to be rendered to patients in the Service Area, City may: (1) to bill the patients or any third party payors (insurers, Medicare, Medicaid, etc.) for the emergency medical services provided by the City to such patients; and (2) to obtain a written assignment of benefits from the patients allowing City the rights to receive payment of any claims or benefits payable for EMS services under any and all insurance policies, employee benefit or medical plans or policies (or the like) and/or third party actions against any responsible tortfeasors.
- s. CITY agrees to keep true and accurate records of its activities undertaken pursuant to this agreement. Such records shall be maintained in accordance with all applicable federal, state and local regulations and will include the following:
  - i. Quarterly reports shall be provided to County with total number of calls in the designated Service Area; and
  - ii. Total number of calls responded to in the County provided ambulance unit;
- t. CITY shall maintain sufficient liability insurance to cover the unit(s) assigned by COUNTY, naming the COUNTY as an additional insured on said policy.
- u. CITY shall maintain adequate records of maintenance and upkeep on the assigned unit(s) along with the medical equipment used in the assigned unit(s) and shall provide copies of same to COUNTY upon request.
- v. CITY shall provide notice to COUNTY of any damages or accidents sustained to the assigned unit(s) within 3 business days.
- w. Any equipment provided by COUNTY that no longer has a useful life shall be returned to COUNTY for disposition.
- x. CITY will be responsible for costs associated with any re-branding of graphics, logos and identifiers it chooses to place on the leased unit.
- y. CITY shall coordinate a monthly meeting with COUNTY, to review monthly summaries of its activities within the Service Area on or before the 15th of each month during the term of this agreement as follows:
  - i. Listing of all EMS calls for service for the previous month broken down by location/address of the call;
  - ii. Type of call;

- iii. Time the call was received, time dispatched and time of arrival;
  - iv. Any calls greater than the allotted response time will be accompanied by an explanation of delayed response
7. **Term.** The term of this Contract shall be for a one year (1) period beginning JANUARY 01, 2024, and terminating on, DECEMBER 31, 2024, (the "Termination Date") with an option to extend for an additional three (3) one year terms at the same rates, terms and conditions, unless this Agreement is earlier terminated pursuant to the provisions herein. Extension of this Interlocal Agreement may be at the mutual written agreement of both parties.
  8. **Termination.** Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other.
  9. **Indemnification.** To the extent allowed under the Constitution and laws of the State of Texas, CITY agrees to indemnify and hold harmless and defend COUNTY, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.
  10. This agreement is for coverage only and not a partnership or joint venture. This interlocal agreement shall not be deemed or construed in any way as creating a joint venture, joint enterprise, partnership or any other legal arrangement or relationship between the Parties other than an interlocal cooperation contract under Chapter 791.
  11. The Parties expressly agree that all services to be performed by the City under this agreement are limited to the exercise of a "governmental function" as defined by Section 101.0215 of the Texas Civil Practice & Remedies Code and Section 791.003 of the Texas Government Code; to wit, the operation of an emergency ambulance service. Tex. Civ. Prac. & Rem. Code §101.0215(18); Tex. Gov't Code §791.003(3)(M).
  12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile to the parties at the addresses set forth below, as may have been theretofore specified by written notice delivered in accordance herewith:



If to County: County of Hidalgo  
 Attention: County Judge  
 100 E. Cano, 2<sup>nd</sup> Floor  
 Edinburg, TX 78539  
 (956)318-2600

With copy to: Hidalgo County Precinct 3  
 Attention: Commissioner Everardo Villarreal  
 724 N Breyfogle  
 Mission, TX 78574

If to CITY: City of Mission  
 Attention: Mayor Norie Gonzalez Garza  
 1201 E. 8<sup>th</sup> Street  
 Mission, TX 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.

### 13. Miscellaneous.

a. **Confidentiality.** In the event this collaborative effort requires the mutual sharing of information made confidential by the laws of the State of Texas and of the United States, information will only be exchanged as allowed by law.

14. **Liability.** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither party waives, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties. Nothing in this agreement shall be deemed or construed as a waiver of sovereign immunity of the Parties.

a. **Dispute Resolution.** The Parties agree to mandatory participation in mediation as an Alternative Dispute Resolution process, before any action, suit, litigation or other proceeding arising out of or in any way relating to this Agreement may be commenced.

b. **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

- c. **Amendment.** This Agreement may be amended or modified by the consent of both parties at any time during its term. Amendments to this Agreement must be in writing and signed by COUNTY and CITY. No change in, addition to, or waiver of any term or condition of this Agreement shall be binding either party unless approved in writing by an authorized representative of each party.
- d. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein.
- e. **Severability.** The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.
- f. **Headings.** The headings used herein are for convenience only and do not limit the contents of this Agreement.
- g. **Variation of Pronouns.** All pronouns and all variations thereof will be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the person, persons, or entity may require.
- h. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the Parties created hereunder are performable in Hidalgo County, Texas. The Parties hereby consent to Personal Jurisdiction in Hidalgo County, Texas.
- i. **Assignment.** This agreement may not be assigned.
- j. **Force Majeure.** Either party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond the control and without the fault of such party, including without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, explosion or inability due to any of the aforementioned causes to obtain labor, materials or facilities. Nevertheless, each party shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed, and shall notify the other party of the problem.
- k. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

- l. **Additional Documents.** The Parties agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents, including but not limited the Business Associate Agreement, as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- m. **Non-Discrimination.** The Services and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law and/or a respective Parties' policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability, or any other protected class under law.
- n. **Commitment of Current Revenues.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party.
- o. **Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.
- p. **Prior Agreements.** This Agreement supersedes and terminates all previous Inter-local Agreement(s) between the parties hereto concerning the subject matter hereof, except for any Inter-local Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Inter-local Agreement(s) is completed and payment is remitted, such previous Inter-local agreement shall terminate at such time.
- q. **Authorization for Agreement.** The execution and performance of this Agreement by Parties have been duly authorized by all necessary laws, resolutions, and corporate action, and this Agreement constitutes the valid and enforceable obligations of the Parties in accordance with its terms.
- r. **HIPAA Requirements.** To the extent applicable to the Agreement, the Parties agree

to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S .C. Section 1320d et seq. ("HIPAA") and any current and future regulations promulgated under the HITECH Act or HIP AA, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 ("Federal Interlocal Cooperation Agreement- Page 10 of 11 Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 ("Federal Electronic Transactions Regulations"), all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". The Parties agree not to use or further disclose any "Protected Health Information," including Electronic Protected Health Information (as those terms are defined in the HIPAA Requirements), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The Parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the HIPAA Requirements. If required by such laws, the Parties shall, execute and deliver a Business Associate Agreement. The Parties agree also to comply with state laws and regulations that govern the confidentiality, privacy, security of, and electronic transactions pertaining to patient information

**EXECUTED** as of the day and year first written above.

**APPROVED BY COMMISSIONERS COURT ON \_\_\_\_\_, 2023.**

**Agenda Item No. \_\_\_\_\_**

**Executive Office: \_\_\_\_\_**

**CITY OF MISSION**

**COUNTY OF HIDALGO, TEXAS**

\_\_\_\_\_  
Hon. Norie Gonzalez Garza, Mayor

\_\_\_\_\_  
Hon. Richard F. Cortez, County Judge

**APPROVED AS TO FORM FOR COUNTY:**  
Office of the Criminal District Attorney,  
Toribio "Terry" Palacios.

\_\_\_\_\_  
Josephine Ramirez-Solis, ADA

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023

**PRESENTED BY:** Cesar Torres, Chief of Police

**AGENDA ITEM:** Authorization to enter into a Memorandum of Understanding between the Lower Rio Grande Valley Development Council and the City of Mission Police Department – Torres

### NATURE OF REQUEST:

The Mission Police Department is requesting authorization to enter into a memorandum of understanding with the Lower Rio Grande Development Council, for the purpose of the Mission Police Department serving as a cooperative extension location for the regional police academy. This agreement will be in effect as of December 2023 and will remain in effect for two years.

**BUGETED:** \_\_\_\_\_ **FUND:** \_\_\_\_\_ **ACCT. #:** \_\_\_\_\_

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

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

### STAFF RECOMMENDATION:

Approval

**Departmental Approval:** N/A

**Advisory Board Recommendation:** N/A

**City Manager’s Recommendation:** Approval *RP*

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

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

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

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

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



**INTERLOCAL AGREEMENT BETWEEN THE  
LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL**

**&**

**CITY OF MISSION, POLICE DEPARTMENT**

**REGARDING COOPERATIVE EXTENSION SERVICES FOR LRGV ACADEMY SITE**

This Interlocal Agreement (the "Agreement") is entered into by and between the LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL ("LRGVDC"), a Regional Council of Government and political subdivision of the State and the CITY OF MISSION, TEXAS, ("City"), a home rule municipality, By and Through The MISSION POLICE DEPARTMENT (LAW ENFORCEMENT AGENCY) regarding the implementation of a cooperative extension services for the regional police academy under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as the same may be amended from time to time, to be effective as of the date on which the last Party signs this Agreement (the "Effective Date"). The City and the LRGVDC are collectively referred to herein as the "Parties" and are each a "Party".

**WITNESSETH:**

**WHEREAS**, Chapter 791 of the Texas Government Code, as amended, titled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services;

**WHEREAS**, the Regional Police Academy as a division of the LRGVDC is tasked with representing the Rio Grande Valley and supporting law enforcement agencies with almost 50 years of experience administering training resources and programs for the development of qualified law enforcement officers throughout the region;

**WHEREAS**, the LRGVDC Regional Police Academy utilizes a wide-variety of law enforcement instructors to provide a comprehensive, diverse academy, incorporating the expertise of some of the finest training officials in the region;

**WHEREAS**, LRGVDC and MISSION POLICE DEPARTMENT have agreed to cooperate with each other for the performance of governmental functions and provide basic police academy training, in-service police training for POLICE DEPARTMENT officers, other area police officers, and prospective peace officer candidates;

**WHEREAS**, the LRGVDC, for the purposes of performing functions of law enforcement through its REGIONAL ACADEMY, has a Law Enforcement Academy with a TCOLE Agency Number (TCOLE REPORTING);

**WHEREAS**, the MISSION POLICE DEPARTMENT has a need for Basic Peace Officer Academy and TCOLE REPORTING, when MISSION POLICE DEPARTMENT provides other entities training, which will be utilized in the service of crime prevention and for law enforcement purposes, such as training;

**WHEREAS**, the LRGVDC and MISSION POLICE DEPARTMENT are located in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

**WHEREAS**, the LRGVDC and MISSION POLICE DEPARTMENT have heretofore entered into this Agreement providing for COOPERATIVE EXTENSION SERVICES of MISSION POLICE DEPARTMENT for law enforcement purposes; and

**NOW, THEREFORE**, to enhance cooperation amongst local law enforcement agencies, express their mutual commitment to the service of law enforcement purposes and provision of the aforementioned training programs, the LRGVDC and MISSION POLICE DEPARTMENT hereby agree as follows:

The LRGVDC is a contractual training provider for the Texas Commission on Law Enforcement to serve as the Regional Law Enforcement Training and Education provider throughout the counties of Cameron, Hidalgo, and Willacy.

The LRGVDC manages operational requirements and training curriculum standards as per TCOLE contractual agreement. LRGVDC maintains the right to review or modify, as needed, training calendar, curriculum, lesson plans and/or adjunct instructors in accordance with TCOLE requirements.

1. **REPORTING:** the LRGVDC will report training to TCOLE for MISSION POLICE DEPARTMENT for trainings conducted by MISSION POLICE DEPARTMENT related to law enforcement purposes under the following terms and conditions outlined below.
2. **IN CONSIDERATION OF TCOLE REPORTING:** To the extent permitted by federal law and regulations, and applicable policies, directives, guidelines and/ or rules, MISSION POLICE DEPARTMENT farther agrees to the following:
  - a. MISSION POLICE DEPARTMENT agrees to provide at least two weeks advance notice of any classes to be held by the AGENCY.
  - b. MISSION POLICE DEPARTMENT agrees to provide all training at NO COST to the students.
  - c. MISSION POLICE DEPARTMENT agrees, for any class facilitated by the AGENCY, to abide by the LRGVDC Regional Police

Academy LRGV Academy BPOC Rules, Policies, and Procedures attached hereto and incorporated by reference as Exhibit "A".

- d. MISSION POLICE DEPARTMENT agrees, for any class facilitated by the AGENCY, to provide both a legibly written sign-in roster with PID numbers as well as a typed LRGVDC TCOLE Report of Training Form attached hereto and incorporated by reference as Exhibit "B".
- e. MISSION POLICE DEPARTMENT agrees, for any class facilitated by the AGENCY, to provide a list of clearly defined and spelled out learning objectives.
- f. MISSION POLICE DEPARTMENT agrees to provide, for any class facilitated by the AGENCY, a concise, up to date, easy to follow lesson plan.
- g. MISSION POLICE DEPARTMENT agrees to provide, for any class facilitated by the AGENCY, an up-to-date instructor bio-sketch.
- h. MISSION POLICE DEPARTMENT agrees to provide, for any class facilitated by the AGENCY, a typed LRGVDC Regional Police Academy Score Sheet attached hereto and incorporated by reference as Exhibit "C".
- i. MISSION POLICE DEPARTMENT agrees to provide, for any class facilitated by the AGENCY every student in every class, a completed LRGVDC Regional Police Academy Course/Instructor Evaluation form attached hereto and incorporated by reference as Exhibit "D".
- j. MISSION POLICE DEPARTMENT agrees to allow the LRGVDC Regional Police Academy Coordinator or his/her designee unfettered access to classes and/or record related to classes facilitated by the AGENCY for compliance and auditing purposes.
- k. The TCOLE Agency Number is assigned, and proprietary to LRGVDC and Regional Police Academy and TCOLE REPORTING is subject to the policies, rules and procedures established by the LRGVDC.
- l. MISSION POLICE DEPARTMENT agrees that TCOLE REPORTING shall be solely used for the law enforcement purpose of reporting training.
- m. MISSION POLICE DEPARTMENT hereby acknowledges and agrees that failure to comply with any of the terms of this agreement, and

or any rule or policy incorporated herein by reference, shall result in the termination of this agreement, including further TRAINING and TCOLE REPORTING.

- n. To the extent permitted under the Constitution and the laws of the State of Texas, MISSION POLICE DEPARTMENT shall be solely responsible for any injuries or damages to persons arising out of the acts or omissions of its employees and shall maintain liability insurance coverage for any such loss. Proof of same shall be provided to LRGVDC prior to any TCOLE REPORTING.

### I. Findings

1.1 The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved this Agreement by their respective entities, and that this Agreement will be in full force and effect when executed by all Parties.

### II. RESPONSIBILITIES/DUTIES

2.1 LRGVDC will:

- A. Provide quality Basic Peace Officer Academy training, as per requirements established by the Texas Commission on Law Enforcement and Chapter 1701 of the Texas Occupations Code.
- B. Provide quality in-service peace officer training as per requirements established by the Texas Commission on Law Enforcement and Chapter 1701 of the Texas Occupations Code.
- C. Insure that all POLICE DEPARTMENT sworn personnel receive the minimum required training as mandated by the Texas Commission on Law Enforcement and the Chapter 1701 of the Texas Occupations Code.
- D. Provide at no cost Basic Peace Officer Academy training for up to the first **FOUR (4)** POLICE DEPARTMENT personnel per academy, known as sponsored cadets.
- E. Limit each class to a **maximum** of **24** participants, including those sponsored by the City of Mission Police Department (both day and evening classes). When a day or night academy is operable in the City of Mission, there must be a **minimum** of **12** participants. If the City of Mission's Day or Night academies enrollment drops below **FIVE (5)** participants, those enrolled may be relocated to one of the other operable sites at the discretion of LRGVDC.

- F. Provide **POLICE DEPARTMENT** 60-day advanced notice of forthcoming scheduled Basic Peace Officer Course academy to be held at **POLICE DEPARTMENT** facilities, after coordinating with **POLICE DEPARTMENT** the logistics of preliminary applicants and final acceptance toward the **minimum** number of participants.
- G. Schedule, coordinate and conduct all police training activities, when **POLICE DEPARTMENT** instructors, facilities or equipment are utilized in the training activity.
- H. Utilize LRGVDC instructional staff, facilities, equipment and support staff, as appropriate and available, when **POLICE DEPARTMENT** instructors, facilities or equipment are not utilized in the training activity.
- I. Provide reporting of applicable training activities to Texas Commission on Law Enforcement upon submission of competent documentation including sign-in rosters, learning objectives, lesson plans, instructor bio-sketch, instructor evaluations, course evaluations, testing instrument, test key, all applicable handouts provided, and or any documents related to the course at the request of Training Coordinator.
- J. Provide supervision of all instructors while conducting training functions of the LRGVDC Regional Police Academy.
- K. Provide supervision of students attending training functions of the LRGVDC Regional Police Academy.
- L. Provide lesson plans, learning objectives, and any and all media visual training material in conjunction with any Basic Peace Officer Course or instructed in-service courses as part of any Basic Peace Officer Course in accordance with Title 37, Part 7, Chapter 215 - TAC 215.9 assuring that all TCOLE Rules and Regulations are met at **POLICE DEPARTMENT**. The Training Coordinator will:
- (1) ensure compliance with commission rules and guidelines:
  - (2) prepare, maintain, and submit the following reports within the time frame specified:
    - (A) reports of training:
      - (i) basic licensing course shall be submitted prior to students attempting a licensing exam; and
      - (ii) within 30 days of completion of continuing education course;
    - (B) self-assessment reports as required by the commission;
    - (C) a copy of advisory board minutes during an on-site evaluation;
    - (D) training calendars-schedules must be available for review and posted on the internet, or another public venue, no later than 30 days prior to the beginning of each calendar quarter or academic semester. A continually updated and posted (live) calendar will meet this requirement;

- (E) any other reports or records as requested by the commission;
- (3) be responsible for the administration and conduct of each course, including those conducted at ancillary sites, and specifically:
- (A) appointing and supervising qualified instructors;
  - (B) maintaining course schedules and training files. At a minimum, training files shall contain:
    - (i) complete lesson plan;
    - (ii) clear learning objectives;
    - (iii) instructor biography indicating subject matter expertise and teaching experience;
    - (iv) approved class roster and original sign-in sheet; and
    - (v) course evaluation;
  - (C) enforcing all admission, attendance, retention, and other standards set by the commission and approved by the advisory board;
  - (D) securing and maintaining all facilities necessary to meet the inspection standards of this section;
  - (E) controlling the discipline and demeanor of each student and instructor during class;
  - (F) distributing a current version of the Texas Occupations Code, Chapter 1701 and commission rules to all students at the time of admission to any course that may result in the issuance of a license;
  - (G) distributing learning objectives to all students at the beginning of each course;
  - (H) ensuring that all learning objectives are taught and evaluated;
  - (I) proctoring or supervising all examinations to ensure fair, honest results; and
  - (J) maintaining training files, records of tests, and other evaluation instruments for a period of five years.
- (4) receive all commission notices on behalf of the training provider and forward each notice to the appointing authority.



- M. Provide the opportunity to transfer lesson plans, learning objectives, media visual training material and all handouts to **POLICE DEPARTMENT**.
- N. Provide the     Mission     Police Department with a copy of the "Release of Liability and Statement of Understanding Basic Peace Officer Course" form for every student using a     Mission     facility and/or instructor.

2.2     Mission     Police Department will:

- A. **POLICE DEPARTMENT** will remit cash payment for **ONE (1)** cadet slot over the original **FOUR (4)** sponsored cadet slots at half of the regular tuition for every additional two seats over the minimum participants when **POLICE DEPARTMENT** instructors, facilities, or equipment are utilized in the training activity. However, the allotments do not accrue, meaning that the maximum number of fully sponsored cadets shall not exceed **FOUR (4)** per class and no more than **FOUR (4)** at ½ of regular tuition cost.
- B. Provide, at no cost, specialized instructional staff as requested by the LRGVDC for instruction of BPOC classes instructed or in-service courses attended, in whole or in part, by **POLICE DEPARTMENT** personnel.
- C. Provide a list of prospective Sponsored Cadets on letterhead to the LRGVDC no later than 30 days prior to the start date of the academy. Submissions not received within the specified time frame **may not** be considered and the Cadets will be accepted at the full tuition rate.
- D. Provide, at no cost, on-hand instructional equipment and facilities as may be requested by the LRGVDC for use in the Basic Peace Officer Course.
- E. Provide certified **POLICE DEPARTMENT** firearms instructors approved by both **POLICE DEPARTMENT** and the LRGVDC to provide instruction at the firing range designated by LRGVDC and at no cost, access to the **POLICE DEPARTMENT** firing range for the LRGVDC Regional Police Academy Basic Peace Officer Course instructed at the     Mission     site. Upon advanced scheduling provide at no cost, support to include instruction as needed and access to the **POLICE DEPARTMENT** firing range for the LRGVDC Regional Police Academy Basic Peace Officer Course instructed at other sites.
- F. Provide lesson plans, learning objectives, and any and all media visual training material in conjunction with any Basic Peace Officer Course or instructed in-service courses in accordance with Title 37, Part 7, Chapter 215 - TAC 215.10 assuring that all TCOLE Rules and Regulations are met at LRGVDC. An instructor teaching a course must:
  - (1) hold a valid instructor license;
  - (2) certificate; or
  - (3) be designated, in writing, as a subject matter expert in the course by the training coordinator.

- The instructor is responsible for:
  - (1) ensuring compliance with commission rules and guidelines;
  - (2) preparing, maintaining, and submitting reports of training to LRGVDC administration location within two weeks of completing that specific chapter; unless otherwise approved by Training Coordinator
  - (3) the administration and conduct of each course taught;
  - (4) at a minimum, providing a complete lesson plan, clear learning objectives, instructor biography, approved class roster and original sign-in sheet/daily roster, course evaluation, students' completed testing instrument, test key, all applicable handouts, make up assignments, and any memos when there is an inconsistency with the documentation provided to the training coordinator for the training file;
  - (5) enforcing all attendance and other standards set by the commission or the training advisory board;
  - (6) maintaining the discipline and demeanor of each student during class;
  - (7) distributing or presenting learning objectives to all students at the beginning of each course;
  - (8) ensuring that all learning objectives are taught; and
  - (9) ensuring examinations are proctored or supervised to have fair, honest results.
  - (10) instructor shall follow the BPOC Calendar as provided and approved and if the instructor wishes to deviate from the Calendar, a request must be submitted to the LRGVDC training coordinator for review and approval.
- G. Provide all completed Basic Peace Officer Course chapters or in-service material to the LRGVDC by the tenth (10th) day of the completion of the block of instruction.
- H. Provide LRGVDC prescribed uniforms for all **POLICE DEPARTMENT** personnel attending the Basic Peace Officer Academy.
- I. Provide LRGVDC RPA a signed Release of liability Waiver and Assumption of Liability absolving the LRGVDC RPA of liability for the Cadets to participate in VOLUNTARY community functions. Cadets must be provided the option to opt-out of the event. Cadets who volunteer to assist will not be in Academy uniform for the duration of the event. All functions must be outside the scope of normal Academy operational hours. Cadets who are agency employees will operate as prescribed by their agencies chain of command.
- J. Provide full charges and fees, if applicable, for **POLICE DEPARTMENT** personnel attending special training events (i.e. special presentations, conferences, sponsored training events, etc.) hosted and sponsored by the LRGVDC.

- K. Provide housing/office space for all lesson plans, learning objectives and any and all media visual training material in conjunction with any Basic Peace Officer Academy Course or any in-service courses making sure all TCOLE Rules and Regulations are met.
- L. Provide a designated point of contact within **POLICE DEPARTMENT** as a liaison for Veterans Affairs and refer those applicants to RPA staff.

### **III. Binding Effect; Benefiting Parties**

3.1 This Agreement shall bind and benefit the respective Parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either Party without first obtaining the written consent of the other Party.

3.2 This Agreement inures to the benefit of and obligates only the Parties. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to the Agreement. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

### **IV. Governmental Functions; Liability; No Waiver of Immunity or Defenses**

4.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

4.1.1 The services provided for herein are governmental functions, and the LRGVDC and the CITY shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

4.1.2 The relationship of the LRGVDC and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.

4.1.3 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures', or any other similar such relationship between the Parties.

4.2 Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor the LRGVDC shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

4.3 Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

4.4 The LRGVDC agrees to hold the **POLICE DEPARTMENT** and the City of Mission, Texas, harmless from any and all claims arising out of acts or omissions of the LRGVDC during any Basic Peace Officer Academy or police in-service training classes and activities.

4.4.1 The **POLICE DEPARTMENT** agrees to hold the Lower Rio Grande Valley Development Council harmless from any and all claims arising out of acts or omissions of **POLICE DEPARTMENT** during any Basic Peace Officer Academy or police in-service training classes or activities.

4.4.2 This section does not apply to, nor has any effect in, Workers Compensation claims filed against either party by that party's personnel, resulting out of acts or omissions during any Basic Peace Officer Academy or police in-service training classes and activities.

#### V. Notices

5.1 All correspondence and communications concerning this Agreement shall be directed to:

LRGVDC: Manuel Cruz, Executive Director  
301 W. Railroad Street  
Weslaco, TX 78596

CITY: Randy Perez, City Manager  
1201 E. 8th Street,  
Mission, TX 78572

Notices required hereunder shall be hand-delivered or sent by prepaid certified mail, return receipt requested.

#### VI. Severability

6.1 If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

6.2 LRGVDC may immediately suspend operation of contract with **POLICE DEPARTMENT** for noncompliance with the terms of the contract or any TCOLE rule or law. Operation of the contract may be suspended for a period of time, including a period pending outcome of an investigation or until remedial compliance with applicable standards has been met. The suspension is considered effective when **POLICE DEPARTMENT** is notified in writing.

## VII. Entire Agreement

7.1 This Agreement is the entire agreement between the city and the LRGVDC as to the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both Parties in accordance with the formalities of this Agreement.

## VIII. Governing Law; Venue

8.1 All Parties agree that this Agreement shall be construed under the laws of the State of Texas, and obligations under the Agreement shall be performed in Hidalgo County, Texas. Should the need for dispute resolution arise, venue shall be in Hidalgo County, Texas.

## IX. Term and Termination

9.1 This Agreement shall be for an initial term of two (2) years and will automatically renew for subsequent one-year terms unless terminated as herein provided and subject to any necessary funding being appropriated by the governing bodies of the Parties.

9.2 Either party may terminate this Agreement in whole or in part hereto whenever such termination is found to be in the best interest of either party. Termination shall be affected by the conveyance of a written notification thereof to the other party at least ninety (90) days in advance of the effective date of the termination.

9.3 Either party may terminate this contract upon ten days written notice. The LRGVDC may also terminate this contract if:

- (a) the **POLICE DEPARTMENT** training staff intentionally or knowingly submits, or causes the submission of, a falsified document or a false written statement or representation to the LRGVDC;
- (b) **POLICE DEPARTMENT** training staff has not met the needs of the communities or agencies it serves;
- (c) **POLICE DEPARTMENT** training staff fails to comply with any term of a contract or violation of a TCOLE rule or law, including when a provider has been classified as at risk under this chapter for a twelve-month period without complying with commission rules;
- (d) **POLICE DEPARTMENT** training staff has failed to conduct training within a calendar year without a waiver from the Training Coordinator; or
- (e) If applicable, **POLICE DEPARTMENT** training staff has lost accreditation, including SACS or THECB approval.

## **X. Current Revenues**

10.1 Pursuant to Section 791.001(d)(3), Texas Government Code, each party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying party.

## **XI. General Terms**

11.1 **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

11.2 **Effective Date.** The Effective Date of this Agreement shall be the date last executed by a Party.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement by their authorized representatives as of the dates noted below.

*[SIGNATURE PAGE TO FOLLOW]*



**LRGVDC**

By: \_\_\_\_\_  
Manuel Cruz  
Executive Director

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Legal Counsel

CITY OF \_\_\_\_\_

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

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

**ATTEST:**

\_\_\_\_\_  
City Secretary

**APPROVED AS TO FORM**

\_\_\_\_\_  
City Attorney, City of \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING AMENDMENTS**


The parties agree that this agreement is given and accepted upon the expressed condition that it cannot, in any manner, be changed, altered, varied, or modified unless such modification, change, or alteration shall be in writing and executed by both parties.

This agreement may be amended by mutual written agreement of both parties and terminated by either party giving not less than thirty (30) days written notice prior to the proposed effective date of the proposed amendment or termination.

In the event of actions which may include, but not limited to, actions that are illegal, unsafe instructional practices, unethical, or not in the best interest of either party, this agreement can be immediately terminated.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their authorized representatives as of the dates noted below.

The effective start date of this agreement is the \_\_\_\_\_ day of \_\_20\_\_.

  
\_\_\_\_\_  
**NAME:**  
Chief of Police  
mission, Texas Police  
Department

\_\_\_\_\_  
**NAME:**  
Mayor  
City of \_\_\_\_\_

\_\_\_\_\_  
**NAME:**  
City Manager  
City of \_\_\_\_\_, Texas

\_\_\_\_\_  
**NAME:**  
Executive Director  
Lower Rio Grande Valley Development  
Council



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023  
**PRESENTED BY:** Cesar Torres, Chief of Police  
**AGENDA ITEM:** Authorization to enter into a Memorandum of Understanding with Internet Crimes Against Children (“ICAC”) Task Force and the City of Mission Police Department – Torres

### NATURE OF REQUEST:

The Mission Police Department is requesting authorization to enter into a memorandum of understanding with Internet Crimes Against Children (“ICAC”) Task Force, for the purpose of combating technology-facilitated child exploitation. This agreement outlines the responsibilities for both agencies. This agreement will be in effect from October 2023 to September 2024.

**BUGETED:** \_\_\_\_\_ **FUND:** \_\_\_\_\_ **ACCT. #:** \_\_\_\_\_  
**BUDGET:** \_\_\_\_\_ **EST. COST:** \$ \_\_\_\_\_ **CURRENT BUDGET BALANCE:** \$ \_\_\_\_\_

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

### STAFF RECOMMENDATION:

Approval

**Departmental Approval:** N/A

**Advisory Board Recommendation:** N/A

**City Manager’s Recommendation:** Approval *RP*

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

\_\_\_\_\_ AYES  
\_\_\_\_\_ NAYS  
\_\_\_\_\_ DISSENTING \_\_\_\_\_

## Memorandum of Understanding

OAG Contract No. C-01275

This Memorandum of Understanding (“MOU”) is executed between the Parties identified below, for certain Internet Crimes Against Children (“ICAC”) Task Force activities. The Parties may be referred to in this contract individually as “Party” or collectively as “Parties.”

### Section 1 Parties

Mission Police Department (“Department”)

The Office of the Attorney General of Texas (“OAG”)

### Section 2 Mission of the OAG

The ICAC Task Force Program, created by the United States Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, (“OJJDP”), is a national network of state and local law enforcement cybercrime units tasked with combating technology-facilitated child exploitation. These task forces work collaboratively as a national network of law enforcement and prosecutorial agencies that prevent, interdict, investigate and prosecute ICAC activities. The ICAC program requires existing task forces to develop multi-jurisdictional, multi-agency responses to such offenses by providing funding and other support to state and local law enforcement agencies as a means to help them acquire the necessary knowledge, personnel, and equipment. This help encompasses investigative and forensic components, training and technical assistance, victim services, and community education.

The OAG is designated by the OJJDP as the Regional Contact for the “Texas, Southern ICAC Task Force.” The OAG is a recipient of an OJJDP ICAC grant. The OAG utilizes the ICAC grant funds to administer and operate an ICAC Task Force. The mission of the OAG’s ICAC Task Force is to: (1) properly investigate and prosecute those who sexually exploit children through the use of the Internet and/or computers; (2) provide training and equipment to those involved in investigating and prosecuting Internet crimes against children, and (3) provide community education regarding the prevention of Internet crimes against children.

### Section 3 Term of MOU

This MOU shall be effective on October 30th, 2023 and will continue in effect until September 30th, 2024.

### Section 4 Purpose of the MOU

The purpose of this MOU is to formalize the working relationship between the OAG and the Department. This MOU delineates the responsibilities and expectations of the Parties. By signing this MOU, the Department agrees to join the OAG ICAC Task Force for the primary

purpose of vigorously and properly performing ICAC investigations. By joining the OAG ICAC Task Force, the Department will benefit from joint operations and extensive training opportunities.

By entering into this MOU, the OAG will benefit from the investigative support by the Department.

This MOU cancels and replaces any prior existing ICAC Task Force MOU between the Parties.

## **Section 5 Investigations**

All ICAC investigations will be conducted only by sworn law enforcement investigators and in a spirit of cooperation with other OAG ICAC Task Force members. Investigations will follow guidelines established by each Party's respective policy manual or guidelines. However, ICAC investigations shall also be governed by the national ICAC program's Operational and Investigative Standards. Violation of the ICAC operational standards is cause for termination of this MOU. This MOU is not intended to infringe on the ongoing investigations of any other agency. It is agreed that unilateral acts on the part of employees involved in ICAC Task Force investigations are not in the best interest of the Task Force.

## **Section 6 Department's Duties and Responsibilities**

The Department will ensure the following activities:

- A. Only sworn Department law enforcement personnel will conduct undercover ICAC investigations. Each investigator involved with undercover operations **must** receive ICAC training prior to initiating proactive investigations and shall submit reports of all undercover activity to the OAG.
- B. Conduct reactive investigations where subjects are associated with the Department's jurisdiction, including investigations of child pornography, CYBERTIP referrals from the National Center for Missing and Exploited Children, Internet Service Provider and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from subject interviews, documented public sources, direct observations of suspicious behavior, public complaints, or other appropriate sources.
- C. Record and document all undercover online activity. Any deviations from this policy due to unusual circumstances shall be documented in the relevant case file and reviewed by the ICAC Task Force Program Manager.
- D. Provide agents assigned to the ICAC Task Force access to all ICAC investigative files including, without limitation, computer records, in order to ensure compliance with all national ICAC standards.
- E. Locate its ICAC investigators in secured space provided by the Department with controlled access to all equipment, software, and investigative files. At a minimum,

information should be maintained in locked cabinets and under control of the Department ICAC Task Force personnel, with restricted access to authorized personnel only.

- F. Conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about Internet child safety issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the ICAC Task Force.

### **Section 7 Supervision; Compliance with Regulatory and Licensing Bodies**

The Department will be responsible for the day-to-day operational supervision, administrative control, and personal and professional conduct of its officers and agents assigned to the Task Force. ICAC investigations are a cooperative effort and investigative decisions will be a joint process guided by ICAC standards.

The Department agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this MOU. The Department agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws.

### **Section 8 No Employment Relationship with the OAG; Liability**

The Department expressly agrees that there is no employment relationship between the Department and the OAG. Under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of the Department be considered an employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with, the OAG.

To the extent allowed by law, the Department is responsible for all types of claims whatsoever due to their own actions or performance under this MOU, including, but not limited to, the use of automobiles (or other transportation), taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

### **Section 9 Reporting Statistics**

Using the reporting form provided by the OAG, the Department shall submit monthly statistics to the OAG on all ICAC investigations or other investigative work pertaining to the sexual exploitation of children via the Internet. These statistics shall be submitted in the appropriate format by the tenth (10th) calendar day of each month, and shall include data on all related investigations opened or closed during the month, as well as forensic examinations, technical/investigative assistance provided to other agencies, subpoenas and court orders issued, training hours attended and taught, and community outreach provided.

In addition, the Department shall provide detail reporting on the basic case data for each sexual exploitation of a minor (child pornography) case, and/or criminal solicitation of a minor (enticement/traveler) case investigated by the Department. The OAG will then be responsible for all required reporting to OJJDP.



**Section 10 Training**

The Department shall make investigators designated as ICAC Task Force members available for applicable specialized training provided through the national ICAC program and other appropriate training programs. The Department will support the on-going training needs of its investigators to maintain their competency and currency.

**Section 11 Confidentiality**

It is understood that any confidential information pertaining to ICAC investigations will be held in the strictest confidence, and will only be shared with participating OAG ICAC Task Force members or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

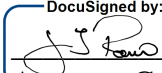
**Section 12 Termination of MOU**

Either Party, at its sole discretion, may terminate this MOU for convenience upon written notice to the other Party at least thirty (30) calendar days in advance of the effective date of such termination. The OAG may terminate this MOU for cause for the following reasons that include, but are not limited to, failure of Department to accept and/or investigate cyber tips, failure of Department to report statistics to the OAG, failure of Department to adhere to national ICAC program's Operational and Investigative Standards, or failure of Department to exercise reasonable efforts to support the on-going training needs of its investigators to maintain their competency and currency.

**Section 13 Signatures**

The Parties stipulate and agree that the signatories hereto are signing, executing and performing this MOU only in their official capacity.

**Office of the Attorney General**

DocuSigned by:  
  
\_\_\_\_\_  
Attorney General or designee

DocuSigned by:  
  
\_\_\_\_\_  
Cesar Torres  
Authorized Official



**KEN PAXTON**  
ATTORNEY GENERAL OF TEXAS

To: Brent Dupre, Director of Law Enforcement  
Jason Anderson, Division Chief, Criminal Investigations Division Rustin Haby, Major, CEU, Criminal Investigations Division

From: Patricia Griffith, Lieutenant / ICAC Deputy Commander, Criminal Investigations Division DS  
PG

Date: October 23, 2023

Subject: ICAC Affiliate Request – Mission Police Department (MPD)

In an effort to maintain the affiliate base of the Southern Texas Internet Crimes Against Children (ICAC) Task Force administered by the Office of the Texas Attorney General (OAG), I am requesting approval for agreement in the form of a Memorandum of Understanding (MOU) between the Texas OAG and the Mission Police Department (MPD), located in Mission, Hidalgo County, TX. The MPD is interested in joining the fight against child exploitation and as an ICAC affiliate, will have access to additional resources and training, which will enhance their proactive and reactive investigative efforts. I am confident the MPD will be an asset to the Texas OAG and the ICAC mission.

For the purpose of this requested MOU, the point of contact for the MPD is Detective Gerardo Lerma. Detective Lerma can be reached at 956-358-2796 or via email at glerma0669@missionpolice.org. The authorized official for the MPD will be Chief Cesar Torres. Chief Torres can be reached at 956-358-2181 or via email at chiefctorres@missiontexas.us.

APPROVED  
DocuSigned by:  
*Rustin Haby*  
9FB3C4744CC54AE...  
Rustin Haby, Major, CEU, Criminal Investigations Division

DISAPPROVED  
10/23/2023 | 2:37 PM CDT  
Date

APPROVED  
DocuSigned by:  
*Jason Anderson*  
C88CFB4EAD07481  
Jason Anderson, Chief, Criminal Investigations Division

DISAPPROVED  
10/24/2023 | 9:23 AM CDT  
Date

APPROVED  
DocuSigned by:  
*Brent Dupre*  
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Brent Dupre, Director of Law Enforcement

DISAPPROVED  
10/30/2023 | 10:08 AM CDT  
Date

**Certificate Of Completion**

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Division Designed Templates:	
Template ID Usage Tracking - List 2:	
Division Designed Templates - List 2:	
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Certificate Pages: 7	Initials: 0
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Envelopeld Stamping: Enabled	Dane Codispoti
Time Zone: (UTC-06:00) Central Time (US & Canada)	PO Box 12548
	Austin, TX 78711-2548
	Dane.Codispoti@oag.texas.gov
	IP Address: 204.64.24.2

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Office of the Attorney General of Texas  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
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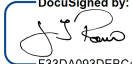
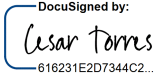
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Jason.Anderson@oag.texas.gov		Viewed: 11/8/2023 7:03:14 AM
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Office of the Attorney General of Texas	Signed using mobile	

Signing Group: Criminal Investigations - Division Chief  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
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Security Level: Email, Account Authentication (None)	Signed using mobile	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Signer Events	Signature	Timestamp
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<p>Brent Dupre Brent.Dupre@oag.texas.gov Director of Law Enforcement Signing Group: Director of Law Enforcement Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><b>Completed</b></p> <p>Using IP Address: 104.54.205.71</p>	<p>Sent: 11/8/2023 11:12:05 AM Viewed: 11/8/2023 11:21:18 AM Signed: 11/8/2023 11:21:23 AM</p>
<p>Gerardo Lerma glerma0669@missionpolice.org Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 11/10/2023 10:11:54 AM ID: a8ba3386-ec21-4958-b044-e0e8f2d4f57d</p>	<p><b>Completed</b></p> <p>Using IP Address: 67.10.13.77</p>	<p>Sent: 11/8/2023 11:21:25 AM Viewed: 11/10/2023 10:11:54 AM Signed: 11/10/2023 10:35:08 AM</p>
<p>Josh Reno Josh.Reno@oag.texas.gov Deputy Attorney General for Criminal Justice Office of the Attorney General of Texas Signing Group: Deputy Attorney General for Criminal Justice Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p>DocuSigned by:  F33DA093DEBC4E9...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 70.129.251.66</p>	<p>Sent: 11/10/2023 10:35:10 AM Viewed: 11/16/2023 3:14:28 PM Signed: 11/16/2023 3:14:33 PM</p>
<p>Cesar Torres chiefctorres@missiontexas.us Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 11/13/2023 3:34:01 PM ID: f08049a2-1934-428e-9411-d95c24a7c49d</p>	<p>DocuSigned by:  616231E2D7344C2...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 64.88.195.125</p>	<p>Sent: 11/10/2023 10:35:10 AM Viewed: 11/13/2023 3:34:01 PM Signed: 11/13/2023 3:34:30 PM</p>
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Carbon Copy Events	Status	Timestamp
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Patricia Griffith Patricia.Griffith@oag.texas.gov Office of the Attorney General of Texas Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 11/3/2023 11:54:32 AM
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Megan De La Rosa Megan.DeLaRosa@oag.texas.gov Office of the Attorney General of Texas Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 11/16/2023 3:14:35 PM

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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	11/16/2023 3:14:35 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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**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**

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To contact us by email send messages to: [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov)

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- 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 OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023  
**PRESENTED BY:** Cesar Torres, Chief of Police  
**AGENDA ITEM:** Authorization to accept the 2024 Impaired Driving Mobilization Grant from the Texas Department of Transportation - Torres

**NATURE OF REQUEST:**

The Mission Police Department is requesting authorization to accept the 2024 STEP Impaired Driving Mobilization Grant from the Texas Department of Transportation. The grant amount award is for \$29,975.00 and will be utilized for DWI enforcement during specific holiday periods. There is a required cash match of \$ 7,814.41 required by the City of Mission.

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

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

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

**STAFF RECOMMENDATION:**

Approval

**Departmental Approval:** Finance

**Advisory Board Recommendation:** N/A

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

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

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

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

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

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

# Texas Traffic Safety eGrants

## Fiscal Year 2024

**Organization Name:** City of Mission Police Department

**Legal Name:** City of Mission

**Payee Identification Number:** 17460017381012

**Project Title:** STEP - Impaired Driving Mobilization

**ID:** 2024-Mission-IDM-00004

**Period:** 12/10/2023 to 09/02/2024

City of Mission Police Department  
 STEP - IDM - 2024

**Budget Summary**

Budget Category	TxDOT	Match	Total
<b>Category I - Labor Costs</b>			
(100) Salaries	\$29,975.00	\$1,222.40	\$31,197.40
(200) Fringe Benefits	\$0	\$6,592.01	\$6,592.01
Category I Sub-Total	\$29,975.00	\$7,814.41	
<b>Category II - Other Direct Costs</b>			
(300) Travel	\$0	\$0	\$0
(400) Equipment	\$0	\$0	\$0
(500) Supplies	\$0	\$0	\$0
(600) Contractual Services	\$0	\$0	\$0
(700) Other Miscellaneous	\$0	\$0	\$0
Category II Sub-Total	\$0	\$0	\$0
Total Direct Costs	\$29,975.00	\$7,814.41	\$37,789.41
<b>Category III - Indirect Costs</b>			
(800) Indirect Cost Rate	\$0	\$0	\$0
<b>Summary</b>			
Total Labor Costs	\$29,975.00	\$7,814.41	\$37,789.41
Total Direct Costs	\$0	\$0	\$0
Total Indirect Costs	\$0	\$0	\$0
Grand Total	\$29,975.00	\$7,814.41	\$37,789.41
Fund Sources (Percent Share)	79.32%	20.68%	



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023

**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 as of November 2023, upon approval.

**BUGETED:** \_\_\_\_\_ **FUND:** \_\_\_\_\_ **ACCT. #:** \_\_\_\_\_

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

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

### STAFF RECOMMENDATION:

Approval

**Departmental Approval:** N/A

**Advisory Board Recommendation:** N/A

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

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

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

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

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

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

STATE OF TEXAS           §  
  §           MEMORANDUM OF UNDERSTANDING  
COUNTY OF HIDALGO   §

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 participated in a HIDTA law-enforcement investigation/operation (*Task Force case number 2022-0041*) 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 submitting a properly executed Form ATP (Application for Transfer of Hidalgo County HIDTA Task Force Forfeiture Property).
2. LAW ENFORCEMENT AGENCY is aware that Form ATP must be submitted within sixty (60) days after the seizure. The sixty (60) day rule may be waived by HIDTA in exceptional circumstances upon a written request stating good cause for the late submission of the request. The waiver request must accompany Form ATP.
3. 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.
4. LAW ENFORCEMENT AGENCY will submit a Hidalgo County Purchasing Department Bidder/Vendor Application and Form W-9.
5. LAW ENFORCEMENT AGENCY hereby acknowledges and agrees that distributed property shall be used for law enforcement purposes only.



- 6. **HIDTA** will distribute awarded property in accordance with the "Hidalgo County HIDTA Decision Form for Transfer of Chapter 59 Forfeited Property."
  - 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.
- 7. 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.
- 8. 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: 11/15/2023

**MISSION POLICE DEPARTMENT**

By:   
Cesar Torres, Police Chief

Date: 11-17-23

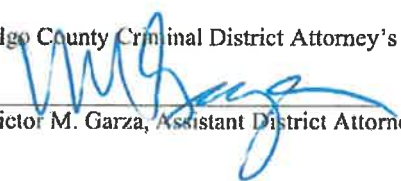
**HIDALGO COUNTY HIDTA TASK FORCE**

By:   
Juan Sifuentes, HIDTA Commander

Date: 11/16/2023

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office

By:   
Victor M. Garza, Assistant District Attorney



## Memorandum of Understanding

This Memorandum of Understanding (the “Memorandum”) is made on September 4, 2023, by and between Mission High School, of 1802 Cleo Dawson, Mission, Texas 78572 (hereinafter referred to as “Mission High School Law Enforcement”) and Mission Police Department, of 1800 E. 8<sup>th</sup>, Mission, Texas 78572 (hereinafter referred to as “Mission Police Department”) for the purpose of achieving the various aims and objectives relating to the Practicum Course (“the Project”).

WHEREAS Mission High School Law Enforcement Practicum Course and Mission Police Department desire to enter into an agreement in which Mission High School Law Enforcement Practicum Course and Mission Police Department will work together to complete the Project;

AND WHEREAS Mission High School Law Enforcement Practicum Course and Mission Police Department are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

### **Purpose**

The purpose of this Memorandum is to provide the framework for any future binding contract regarding the Practicum Course between Mission High School and Mission Police Department.

### **Obligations of the Partners**

The partners acknowledge that no contractual relationship is created between them by this Memorandum but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative, and managerial commitment to the Project by means of the following individual services.

### **Cooperation**

The activities and services for the Project shall include, but not limited to:

- a. Services to be rendered by Mission High School Practicum Course include:

Job shadow of the Officer at the Mission Police Department and also at the Mission CISD Elementary schools for perimeter and security checks.

Students will be required to complete an application and background check provided by Mission Police Department in order for the student to be placed on Mission Police Department facility.

Students will be wearing a uniform and a school ID provided by Mission High School, in order to identify the student.

- b. Services to be rendered by Mission Police Department include:

Mission Police Department will provide training for Mission CISD students who are in the Law Enforcement Practicum Course from Mission High School, 3 to 4 days out of the week.

In the event of an emergency at the elementary campuses, the elementary school administration will be responsible of the student(s) well-being for their safety.

### **Resources**

The partners will endeavor to have final approval and secure any financing necessary to fulfill their individual contributions at the start of the planning for the development of the project.

- a. Mission High School Law Enforcement Practicum Course agrees to provide the following financial, material and labor resources in respect of the Project:

All uniforms will be provided by Mission High School and Mission CISD will not incur nor reimburse any expenses pertaining to this agreement or the parties involved.

- b. Mission Police Department hereby agrees to provide the following financial, material and labor resources in respect of the Project:

Mission Police Department will provide the training and resources for Mission High Students and will not incur nor reimburse any expense pertaining to this agreement or parties involved.

### **Communication Strategy**

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

### **Liability**

No liability will arise or be assumed between the Partners as a result of this Memorandum.

### **Dispute Resolution**

In the event of a dispute between the Partners in the negotiation of the final binding contract relating to this Project, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to complete the Project.

### **Term**

The arrangements made by the Partners by this Memorandum shall remain in place from September 4, 2023, until May 6, 2024. The term can be extended only by agreement of all the Partners.

### **Notice**

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

### **Governing Law**

This Memorandum shall be constructed in accordance with the laws of the State of Texas.

### **Assignment**

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

### **Amendment**

This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

### **Severability**

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

### **Prior Memorandum Superseded**

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and superseded all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

**Understanding**

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Partner will participate in the development of the Project.
- d. Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
- e. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- f. This Memorandum will be effective upon the signature of both Partners.
- g. Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner.

The following Partners support the goals and objectives of the Mission High School Practicum Course:

**Signatures**

This Agreement shall be signed on behalf of Mission High School by Principal Jose Mejia, and Frank Rios, Law Enforcement Teacher Mission High School, and on behalf of Mission Police Department by Chief Cesar Torres, its Mission Police Chief. This agreement shall be effective as of the date first written above.

By: *Jose E Mejia II*  
Jose E Mejia II (Oct 31, 2023 10:18 CDT)  
 Mission High School  
 Jose Mejia, its Principal of Mission High School

Date: October 30, 2023

By: *FR*  
Frank Rios (Oct 30, 2023 14:40 CDT)  
 Mission High School  
 Frank Rios, its Law Enforcement Teacher


Date: October 30, 2023

By: 

Date: 11-15-23

Mission Police Department  
Cesar Torres, its Mission Police Chief

Reviewed and Approved by Mission CISD

  
Joel Garcia (Nov 1, 2023 08:51 CDT)

Joel Garcia, CPM  
Assistant Superintendent for Finance

Dr. Carol Perez  
Dr. Carol Perez (Nov 1, 2023 08:54 CDT)

Carolina "Carol" G. Perez, Ed. D.,  
Superintendent of Schools














# Mission Memorandum of Understanding (1)

Final Audit Report

2023-11-01

Created:	2023-10-30
By:	Erika Guerra (emguer11@mcisd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM9tw40ALh1-IEfBcMs2FhFih0kIPqce

## "Mission Memorandum of Understanding (1)" History

-  Document created by Erika Guerra (emguer11@mcisd.org)  
2023-10-30 - 7:35:32 PM GMT
-  Document emailed to frrios98@mcisd.org for signature  
2023-10-30 - 7:36:48 PM GMT
-  Email viewed by frrios98@mcisd.org  
2023-10-30 - 7:39:49 PM GMT
-  Signer frrios98@mcisd.org entered name at signing as Frank Rios  
2023-10-30 - 7:40:26 PM GMT
-  Document e-signed by Frank Rios (frrios98@mcisd.org)  
Signature Date: 2023-10-30 - 7:40:28 PM GMT - Time Source: server
-  Document emailed to jemeji75@mcisd.org for signature  
2023-10-30 - 7:40:30 PM GMT
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2023-10-30 - 7:58:30 PM GMT
-  Signer jemeji75@mcisd.org entered name at signing as Jose E Mejia II  
2023-10-31 - 3:18:11 PM GMT
-  Document e-signed by Jose E Mejia II (jemeji75@mcisd.org)  
Signature Date: 2023-10-31 - 3:18:13 PM GMT - Time Source: server
-  Document emailed to Joel Garcia (joel.garcia@mcisd.org) for signature  
2023-10-31 - 3:18:15 PM GMT
-  Email viewed by Joel Garcia (joel.garcia@mcisd.org)  
2023-11-01 - 1:50:42 PM GMT

 Document e-signed by Joel Garcia (joel.garcia@mcisd.org)

Signature Date: 2023-11-01 - 1:51:02 PM GMT - Time Source: server

 Document emailed to Carol Perez (cgpere95@mcisd.org) for signature

2023-11-01 - 1:51:03 PM GMT

 Email viewed by Carol Perez (cgpere95@mcisd.org)

2023-11-01 - 1:53:48 PM GMT

 Signer Carol Perez (cgpere95@mcisd.org) entered name at signing as Dr. Carol Perez

2023-11-01 - 1:54:07 PM GMT

 Document e-signed by Dr. Carol Perez (cgpere95@mcisd.org)

Signature Date: 2023-11-01 - 1:54:09 PM GMT - Time Source: server

 Agreement completed.

2023-11-01 - 1:54:09 PM GMT



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023  
**PRESENTED BY:** Cesar Torres, Chief of Police  
**AGENDA ITEM:** Authorization to amend the Memorandum of Understanding for the Educational Resource Officer Program between the City of Mission and the Mission Consolidated Independent School District for the 2023 –2024 school year - Torres

**NATURE OF REQUEST:**

The Mission Police Department is seeking authorization to amend the current Memorandum of Understanding for the Educational Resource Officer Program between the City of Mission & the Mission Consolidated Independent School District for the 2023-2024 school year. The new addition includes a training portion, which includes Mission CISD reimbursing Mission Police Department for state-mandated training for officers. The MOU provides details & responsibilities for both parties. The agreement will be in effect upon approval and will continue until the expiration of the original memorandum of understanding.

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

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

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

**STAFF RECOMMENDATION:**

Approval

**Departmental Approval:** Finance

**Advisory Board Recommendation:** N/A

**City Manager’s Recommendation:** Approval *RP*

**RECORD OF VOTE:**

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

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

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

**MEMORANDUM OF UNDERSTANDING  
FOR POLICE SERVICES**

This MEMORANDUM OF UNDERSTANDING FOR POLICE SERVICES (Agreement) is made by and between the City of Mission, Texas (Contractor) and the Mission Consolidated Independent School District (Agency) this \_\_ day of August 2023.

**PREMISES**

Whereas, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services, and

Whereas, the Texas Education Code §37.081 gives the Board of Trustees the power to employ security personnel and commissioned peace officers to carry out the effects of that Chapter, and

Whereas, the City of Mission, Texas is a Texas Municipality and Home Rule City as set forth in VTCA Government Code § 791.003 (4), and

Whereas, the Mission Consolidated Independent School District is a Texas School District and local governmental entity as set forth in VTCA Government Code §791.003, and

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

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

Whereas, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance, or those payments from current revenues legally available to each party:

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

**AGREEMENT**

ARTICLE 1. STATEMENT OF WORK:

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

- I. The CONTRACTOR shall assign and provide to AGENCY'S campuses fifteen (15) Texas Certified Police Officers during the 2023-2024 school year. Specific campus and time assignments will be mutually agreed to by the Operations Commander and AGENCY. Time assignments are not limited to any particular time of day. CONTRACTOR agrees that officers may be assigned to sporting events or other extra-curricular activities as coordinated by the AGENCY's Director of Safety & Security. Any officer assigned under this Agreement will be subject to the approval of the Superintendent, Director of Safety & Security and the campus Principal. The assigned officer(s) will provide services during regular school hours on each and every day classes are in session. The parties acknowledge the importance of having the same officer(s) present at the district on a day-to-day basis in order to promote continuity and familiarity with the district and students. The parties agree that any substitutions of personnel by the CONTRACTOR will be discussed and mutually agreed upon before the substitution is made.
  
- II. CONTRACTOR shall provide police presence on and around school campuses and all AGENCY property, including, without limitation, traffic enforcement and pedestrian crosswalk policing, etc. The Chief of Police and Superintendent may vary the duties of each officer taking into account the safety of each student, school district employee, and non-school person. The assigned officer(s) will coordinate and cooperate with the Director of Safety & Security and the campus Principal, but will be directly supervised by the Chief of Police. The duties, schedule and responsibilities of the assigned officer(s) on days when classes are not in session will be mutually agreed upon and determined by the Chief of Police, the Director of Safety & Security and the campus Principal.

At all times during the term of this Agreement, the law enforcement personnel provided by the CONTRACTOR will remain, and shall be considered,

employees of the CONTRACTOR and not employees of the AGENCY. The CONTRACTOR will be responsible for maintaining accurate records of the dates and hours of service, and any other information regarding the personnel assigned to the AGENCY that may be necessary in connection with the performance of this Agreement.

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

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

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

## ARTICLE 2. OBJECTIVES:

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

- 1. Provide a safe learning environment by fulfilling their obligations as licensed peace officers.
- 2. Serve as a visible deterrent, through their presence and actions as peace officers to reduce drug abuse, alcohol abuse and other crime amongst students.

3. Educate faculty in the following:
  - Identification of gangs and their effects
  - Identification of drugs and their effects
4. Participate in other school activities and events when appropriate.
5. Report incidents (in writing) of a delinquent criminal nature to the Director of Safety & Security, the campus Principal and Operations Commander.
6. Take positive enforcement action as a law enforcement officer when confronted by a violation of Federal Law, State Law and any City Ordinance.
7. Promote and support organizational strategies of the District to address the causes and reduce the fear of crime and social disorder through problem solving tactics and their work as peace officers within the District.

### ARTICLE 3. DUTIES AND RESPONSIBILITIES OF THE AGENCY:

The AGENCY will provide the following to the CONTRACTOR:

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

### ARTICLE 4. JURISDICTION AND SCOPE OF DUTES OF EMPLOYED OFFICERS:

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

- I.) All the powers privileges and immunities as police officers.
- II.) The powers to enforce all laws, including municipal ordinances, county ordinances and state laws, and may, in accordance with Chapter 52, Texas Family Code take a juvenile into custody.



- III.) Enforcing any and all laws of Hidalgo County and the State of Texas and the rules of the school district which have a direct bearing on the safety and welfare of students within the District.
- IV.) The Mission Police Officers provided under the terms of this agreement shall have jurisdiction and lawful authority to provide police services under the terms of this agreement even if they are off duty. However, nothing in this agreement shall require any Mission Police Officer to provide police services pursuant to this agreement if off duty.

ARTICLE 5. TERMS:

The period of performance of the agreement shall commence on the 7<sup>th</sup> day of August 2023 and shall end on the 28<sup>th</sup> day of May 2024. The total number of days for payment will be 174 days. This is based on 172 instructional and 2 staff development days. No cost will be incurred or charged on the agreement prior to the starting date or subsequent to the ending date. All days are payable based on eight (8) hour day terms.

ARTICLE 6. SUPPLEMENTAL DUTY PAY:

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

ARTICLE 7. CONSIDERATION:

It is estimated that the total cost of the basic agreement (excluding supplemental duty pay) will not exceed \$991,783.35 and the CONTRACTOR agrees to use its best effort to perform all work described for this estimated cost. If at any time the total cost for performance of said work will be greater than above estimated cost, then CONTRACTOR shall notify AGENCY to the effect, giving its revised estimate of the total cost. AGENCY is not obligated to pay any amount exceeding the estimated cost indicated in this section unless such amount is approved by AGENCY in writing before the cost is incurred.

ARTICLE 8. TRAINING:

The AGENCY will reimburse the CONTRACTOR for state-mandated training for School Resource Officers attending training in the amount that will not exceed \$1,500.00 per school year, per officer assigned to a Mission CISD campus providing duties under this agreement. The CONTRACTOR will provide the AGENCY with copies of documents indicating satisfactory completion of the state-mandated course. Once proper

documentation has been provided to the AGENCY, payment will be processed within 15-30 days. The CONTRACTOR agrees that any officer trained under this section will be required to serve an assignment with the District for a period of no less than three years during the life of this Agreement and also during any renewal terms thereof.

ARTICLE 9. PAYMENT:

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

ARTICLE 10. MEDIATION:

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

ARTICLE 11. VENUE AND JURISDICTION:

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

ARTICLE 12. MODIFICATION OF AGREEMENT:

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

ARTICLE 13. DUTIES:

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

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

ARTICLE 14. NO WAIVER OF GOVERNMENTAL IMMUNITY:

Neither the Mission Consolidated Independent School District or the City of Mission, Texas do, by way of this contract, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Local Government Code. The fact that the Mission CISD and the City of Mission have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.

ARTICLE 15. RESPONSIBILITY:

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

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

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

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

ARTICLE 16. MISCELLANEOUS:


There are no third-party beneficiaries to this Agreement.

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

**CONTRACTOR:**


**City of Mission**

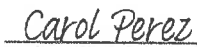
\_\_\_\_\_  
Randy Perez  
City Manager

  
\_\_\_\_\_  
Cesar Torres  
Chief of Police


**AGENCY:**

**Mission Consolidated Independent School District**

  
\_\_\_\_\_  
Roy Vela, President  
Mission CISD Board of Trustees

  
\_\_\_\_\_  
Carol Perez Dec 4, 2023 11:34 CST  
Dr. Carol G. Perez  
Superintendent of Schools

Reviewed and Approved by Mission CISD

  
\_\_\_\_\_  
Joel Garcia Dec 2, 2023 13:13 CST  
Joel Garcia, CPM  
Assistant Superintendent for Finance



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023

**PRESENTED BY:** Cesar Torres, Chief of Police

**AGENDA ITEM:** Authorization to amend the Memorandum of Understanding for the Educational Resource Officer Program between the City of Mission and the Sharyland School District for the 2023 –2024 school year - Torres

**NATURE OF REQUEST:**

The Mission Police Department is seeking authorization to amend the current Memorandum of Understanding for the Educational Resource Officer Program between the City of Mission & the Sharyland School District for the 2023-2024 school year. The new addition includes a training portion, which includes Sharyland ISD reimbursing Mission Police Department for state-mandated training for officers. The MOU provides details & responsibilities for both parties. The agreement will be in effect upon approval and will continue until the expiration of the original memorandum of understanding.

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

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

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

**STAFF RECOMMENDATION:**

Approval

**Departmental Approval:** Finance

**Advisory Board Recommendation:** N/A

**City Manager’s Recommendation:** Approval *RP*

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

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

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

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

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

**MEMORANDUM OF UNDERSTANDING  
FOR POLICE SERVICES**

This MEMORANDUM OF UNDERSTANDING FOR POLICE SERVICES (Agreement) is made by and between the City of Mission, Texas (Contractor) and the Sharyland Independent School District (Agency) this 13 day of November 2023.

**PREMISES**

Whereas, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services, and

Whereas, the Texas Education Code §37.081 gives the Board of Trustees the power to employ security personnel and commissioned peace officers to carry out the effects of that Chapter, and

Whereas, the City of Mission, Texas is a Texas Municipality and Home Rule City as set forth in VTCA Government Code § 791.003 (4), and

Whereas, the Sharyland Independent School District is a Texas School District and local governmental entity as set forth in VTCA Government Code §791.003, and

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

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

Whereas, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance, or those payments from current revenues legally available to each party:

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

**AGREEMENT**

ARTICLE 1. STATEMENT OF WORK:

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

- I. The CONTRACTOR shall assign and provide to AGENCY'S campuses seven (6) Texas Certified Police Officers during the 2023-2024 school year. Specific campus and time assignments will be mutually agreed to by the Operations Commander and AGENCY. Time assignments are not limited to any particular time of day. CONTRACTOR agrees that officers may be assigned to sporting events or other extra-curricular activities as coordinated by the AGENCY's Director of Safety & Security. Any officer assigned under this Agreement will be subject to the approval of the Superintendent, Director of Safety & Security and the campus Principal. The assigned officer(s) will provide services during regular school hours on each and every day classes are in session. The parties acknowledge the importance of having the same officer(s) present at the district on a day-to-day basis in order to promote continuity and familiarity with the district and students. The parties agree that any substitutions of personnel by the CONTRACTOR will be discussed and mutually agreed upon before the substitution is made.
  
- II. CONTRACTOR shall provide police presence on and around school campuses and all AGENCY property, including, without limitation, traffic enforcement and pedestrian crosswalk policing, etc. The Chief of Police and Superintendent may vary the duties of each officer taking into account the safety of each student, school district employee, and non-school person. The assigned officer(s) will coordinate and cooperate with the Director of Safety & Security and the campus Principal, but will be directly supervised by the Chief of Police. The duties, schedule and responsibilities of the assigned officer(s) on days when classes are not in session will be mutually agreed upon and determined by the Chief of Police, the Director of Safety & Security and the campus Principal.

At all times during the term of this Agreement, the law enforcement personnel provided by the CONTRACTOR will remain, and shall be considered,



employees of the CONTRACTOR and not employees of the AGENCY. The CONTRACTOR will be responsible for maintaining accurate records of the dates and hours of service, and any other information regarding the personnel assigned to the AGENCY that may be necessary in connection with the performance of this Agreement.

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

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

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

#### ARTICLE 2. OBJECTIVES:

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

- 1. Provide a safe learning environment by fulfilling their obligations as licensed peace officers.
- 2. Serve as a visible deterrent, through their presence and actions as peace officers to reduce drug abuse, alcohol abuse and other crime amongst students.

3. Educate faculty in the following:
  - Identification of gangs and their effects
  - Identification of drugs and their effects
4. Participate in other school activities and events when appropriate.
5. Report incidents (in writing) of a delinquent criminal nature to the Director of Safety & Security, the campus Principal and Operations Commander.
6. Take positive enforcement action as a law enforcement officer when confronted by a violation of Federal Law, State Law and any City Ordinance.
7. Promote and support organizational strategies of the District to address the causes and reduce the fear of crime and social disorder through problem solving tactics and their work as peace officers within the District.

#### ARTICLE 3. DUTIES AND RESPONSIBILITIES OF THE AGENCY:

The AGENCY will provide the following to the CONTRACTOR:

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

#### ARTICLE 4. JURISDICTION AND SCOPE OF DUITES OF EMPLOYED OFFICERS:

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

- I.) All the powers privileges and immunities as police officers.
- II.) The powers to enforce all laws, including municipal ordinances, county ordinances and state laws, and may, in accordance with Chapter 52, Texas Family Code take a juvenile into custody.

- III.) Enforcing any and all laws of Hidalgo County and the State of Texas and the rules of the school district which have a direct bearing on the safety and welfare of students within the District.
- IV.) The Mission Police Officers provided under the terms of this agreement shall have jurisdiction and lawful authority to provide police services under the terms of this agreement even if they are off duty. However, nothing in this agreement shall require any Mission Police Officer to provide police services pursuant to this agreement if off duty.

ARTICLE 5. TERMS:

The period of performance of the agreement shall commence on the 21<sup>st</sup> day of August 2023 and shall end on the 30<sup>th</sup> day of May 2024. The total number of days for payment will be 179 days. This is based on 174 instructional and 5 staff development days. No cost will be incurred or charged on the agreement prior to the starting date or subsequent to the ending date. All days are payable based on eight (8) hour day terms.

ARTICLE 6. SUPPLEMENTAL DUTY PAY:

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

ARTICLE 7. CONSIDERATION:

It is estimated that the total cost of the basic agreement (excluding supplemental duty pay) will not exceed \$405,094.92 and the CONTRACTOR agrees to use its best effort to perform all work described for this estimated cost. If at any time the total cost for performance of said work will be greater than above estimated cost, then CONTRACTOR shall notify AGENCY to the effect, giving its revised estimate of the total cost. AGENCY is not obligated to pay any amount exceeding the estimated cost indicated in this section unless such amount is approved by AGENCY in writing before the cost is incurred.

ARTICLE 8. TRAINING:

The AGENCY will reimburse the CONTRACTOR for state-mandated training for School Resource Officers attending training in the amount that will not exceed \$1,500.00 per school year, per officer assigned to a Mission CISD campus providing duties under this

agreement. The CONTRACTOR will provide the AGENCY with copies of documents indicating satisfactory completion of the state-mandated course. Once proper documentation has been provided to the AGENCY, payment will be processed within 15-30 days.

ARTICLE 9. PAYMENT:

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

ARTICLE 10. MEDIATION:

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

ARTICLE 11. VENUE AND JURISDICTION:

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

ARTICLE 12. MODIFICATION OF AGREEMENT:

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

ARTICLE 13. DUTIES:

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

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

ARTICLE 14. NO WAIVER OF GOVERNMENTAL IMMUNITY:

Neither the Sharyland Independent School District or the City of Mission, Texas do, by way of this contract, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Local Government Code. The fact that the Mission CISD and the City of Mission have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.

ARTICLE 15. RESPONSIBILITY:

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

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

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

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

ARTICLE 16. MISCELLANEOUS:

There are no third-party beneficiaries to this Agreement.

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

**CONTRACTOR:**

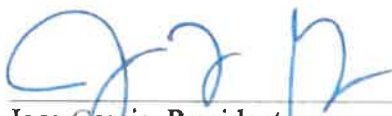
**City of Mission**


\_\_\_\_\_  
Randy Perez  
City Manager

  
\_\_\_\_\_  
Cesar Torres  
Chief of Police

**AGENCY:**

**Sharyland Independent School District**

  
\_\_\_\_\_  
Jose Garcia, President  
Sharyland ISD Board of Trustees

  
\_\_\_\_\_  
Dr. Maria M. Vidaurri  
Superintendent of Schools



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023  
**PRESENTED BY:** Cesar Torres, Chief of Police  
**AGENDA ITEM:** Authorization to allow the purchase of a firearm to Honorably Retired Peace Officer, Adan Beltran for the Mission Police Department, in accordance with Texas Government Code, Section 614.051- Torres

### NATURE OF REQUEST:

Honorably Retired Peace Officer, Adan Beltran has requested to purchase his Glock 17/Generation 4, 9mm service weapon, serial # BACG-568 from the Mission Police Department.

**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 *RP*

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

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

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

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

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





# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023  
**PRESENTED BY:** Jesse Mares, Facilities Supervisor  
**AGENDA ITEM:** Authorization to solicit bids for monthly air conditioner filter service- Mares

### NATURE OF REQUEST:

Staff is seeking authorization to solicit bids for the monthly air conditioner filter service for all city facilities.

**BUGETED:** Yes      **FUND:** General Fund      **ACCT. #:** 01-415-44610  
**BUDGET:** \$122,250      **EST. COST:** \_\_\_\_\_      **CURRENT BUDGET BALANCE:** \$102,553  
**BID AMOUNT:** \$ \_\_\_\_\_

### STAFF RECOMMENDATION:

Approval

**Departmental Approval:** Finance, Purchasing

**Advisory Board Recommendation:** N/A

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

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

\_\_\_\_\_ AYES  
 \_\_\_\_\_ NAYS  
 \_\_\_\_\_ DISSENTING \_\_\_\_\_



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 11, 2023  
**PRESENTED BY:** Angie Vela, Finance Director  
**AGENDA ITEM:** Authorization to solicit for proposal for municipal financial advisors - Vela

### NATURE OF REQUEST:

The City's current municipal financial advisor is on extension for 90 days from November 27, 2023. RBC Capital Markets have been the City's financial advisors for the past 19 years. Staff would like authorization to move forward with solicitations.

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

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

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

### STAFF RECOMMENDATION:

Approval

**Departmental Approval:** Finance, Purchasing

**Advisory Board Recommendation:** N/A

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

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

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

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



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023  
**PRESENTED BY:** Abram Ramirez, Information Technology Director  
**AGENDA ITEM:** Authorization to purchase modems and antennae from SHI, via BuyBoard 661-22 and DIR-CPO-4458- Ramirez

**NATURE OF REQUEST:**

Authorization to purchase modems and antennae to outfit new PD patrol units from SHI at a cost of \$48,944.74 utilizing BuyBoard 661-22 and DIR-CPO-4458.

**BUDGETED:** Yes      **FUND:** ARPA      **ACCT. #:** 15-411-74950

**BUDGET:** \$2,051,918    **EST. COST:** \$48,944.74    **CURRENT BUDGET BALANCE:** \$449,921

**BID AMOUNT:** \$48,944.74

**STAFF RECOMMENDATION:**

Approval

**Departmental Approval:** Finance, Purchasing

**Advisory Board Recommendation:** N/A

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

**RECORD OF VOTE:**

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

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

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

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

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



Pricing Proposal  
 Quotation #: 24175384  
 Created On: 11/14/2023  
 Valid Until: 11/30/2023

**TX-City of Mission**

**Inside Account Executive**

**Abram Ramirez**

1201 E 8th St  
 Finance Dept  
 Mission, TX 78572-5812  
 United States  
 Phone: 9565808667  
 Fax:  
 Email: aramirez@missiontexas.us

**Mike Ur**

290 Davidson Ave  
 Somerset, NJ 08873  
 Phone: 732-507-1356  
 Fax:  
 Email: mike\_ur@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 5YR TAA COMP NC MOBILE PERFESSEN PLAN ADV PLAN & R1 Cradlepoint - Part#: TAA-MBA5-19005GB-FA Contract Name: Synnex Corporation Contract #: DIR-CPO-4458	13	\$3,333.35	\$43,333.55
2 Panorama Antennas GPS[X]D4[X]-6-60 - Antenna - dual shark fin - navigation, cellular, Wi-Fi - omni-directional - magnetic mountable, panel mountable Panorama Antennas - Part#: GP-IN2679-W Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22	13	\$431.63	\$5,611.19
		Total	\$48,944.74

**Additional Comments**

**Cradlepoint DOES NOT accept returns. Customers need to work with Cradlepoint directly for any exchanges: [RMA@Cradlepoint.com](mailto:RMA@Cradlepoint.com)**

**Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.**

**Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.**

**Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.**

**SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.  
 TAX ID# 22-3695478; DUNS# 14-724-3096**

*that applicable line item.*

Item 38.



# Vendor Contract Information Summary

Vendor SHI Government Solutions  
Contact Texas Team  
Phone 8008706079  
Email Texas@shi.com  
Vendor Website www.texas.gs.shidirect.com/  
TIN 22-3695478  
Address Line 1 3828 Pecana Trail  
Vendor City Austin  
Vendor Zip 78749  
Vendor State TX  
Vendor Country USA  
Delivery Days 10  
Freight Terms FOB Destination  
Payment Terms Net 30 days  
Shipping Terms Freight prepaid by vendor and added to invoice  
Ship Via Best Way  
Designated Dealer No  
EDGAR Received Yes  
Service-disabled Veteran Owned No  
Minority Owned Yes  
Women Owned Yes  
Certificate Number 1223695478500  
Certifying Agency TX Comptroller of Public Accts  
National Yes  
No Foreign Terrorist Orgs Yes  
No Israel Boycott Yes  
MWBE Yes  
ESCs All Texas Regions  
States All States  
Contract Name Technology Equipment, Products, Services and Software  
Contract No. 661-22  
Effective 01/01/2022  
Expiration 12/31/2024  
Accepts RFQs Yes  
Quote Reference Number 661-22



# Vendor Contract Information Summary

Item 38.

Return Policy [https://texas.gs.shi.com/CustomerServices/SHInfo.aspx?ContentId=768&\\_ga=2.7966961.2131157903.162369](https://texas.gs.shi.com/CustomerServices/SHInfo.aspx?ContentId=768&_ga=2.7966961.2131157903.162369)



Contract Number

# DIR-CPO-4458

Contract Term Date: **03/27/24** ⓘ

Contract Expiration Date: **03/27/25** ⓘ

Vendor Information

## Synnex Corporation

Vendor ID: **1942703333700**

HUB Type: **Non HUB** ⓘ

RFO: **DIR-TSO-TMP-422**

Contract Status: **Active**

**VENDOR CONTACT:**

[Evans Coleman](#) ⓘ

Phone: (864) 305-7446

[Vendor Website](#) ⓘ

**DIR CONTACT:**

[Tiffanay Waller](#) ⓘ

Phone: (512) 475-4962

## Contract Overview

SYNNEX Corporation is now TD Synnex Corporation provides various data communication and networking equipment as well as related services through its network of resellers. Brands available on this contract include: Cradlepoint, Ciena, and Barracuda. Customers can only purchase directly through this DIR contract or from any authorized Resellers. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside of the state. \*DIR has exercised the second of three automatic renewal options for this Contract. This renewal extends the contract through March 27, 2024.

## Contract Details & Ordering Information

[Products & Services](#)

[Commodity Codes](#)

[Brands](#)

[Contract Documents](#)

[How to Order](#)

• [Resellers](#)

**MORE INFORMATION**

[Vendor Website](#) ⓘ

### Reseller Vendor Contacts

[Download Vendor List \(.CSV\)](#)

<a href="#">Sequel Data Systems, Inc.</a>	1742678 386000	Non HUB	Jonathan Clifton	P: (512) 918-8841 F: (512) 918-8841	11824 Jollyville Road, Ste. 400 Austin, TX 78759	<a href="mailto:jonathan.clifton@sequeldata.com">jonathan.clifton@sequeldata.com</a>
<a href="#">SHI Government Solutions, Inc.</a>	1223695 478500	Asian Pacific American Female	Texas Team SHI	P: (800) 870-6079 F: (512) 732-0232	3828 Pecana Trail Austin, TX 78749	<a href="mailto:texas@shicom">texas@shicom</a>



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023  
**PRESENTED BY:** Abram Ramirez, Information Technology Director  
**AGENDA ITEM:** Authorization to purchase computers from Dell, via DIR-TSO-3763 contract - Ramirez

**NATURE OF REQUEST:**

Authorization to purchase computers to outfit new PD patrol units from Dell at a cost of \$22,362.99 utilizing DIR-TSO-3763.

**BUDGETED:** Yes      **FUND:** ARPA      **ACCT. #:** 15-411-74950

**BUDGET:** \$2,051,918    **EST. COST:** \$22,362.99    **CURRENT BUDGET BALANCE:** \$449,921

**BID AMOUNT:** \$22,362.99

**STAFF RECOMMENDATION:**

Approval

**Departmental Approval:** Finance, Purchasing

**Advisory Board Recommendation:** N/A

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

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

\_\_\_\_\_ AYES  
 \_\_\_\_\_ NAYS  
 \_\_\_\_\_ DISSENTING \_\_\_\_\_



## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000168704411.1</b>	Sales Rep	Yusniel Perez Miranda
<b>Total</b>	<b>\$22,362.99</b>	Phone	(800) 456-3355, 6179009
Customer #	19368650	Email	Yusniel_Perez@Dell.com
Quoted On	Nov. 15, 2023	<b>Billing To</b>	PAYABLE ACCTS
Expires by	Dec. 15, 2023		CITY OF MISSION
Contract Name	Texas Department of Information Resources (TX DIR)		1201 E 8TH ST
Contract Code	C000000006841		MISSION, TX 78572-5812
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	26372976		

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,  
Yusniel Perez Miranda

### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>
ABRAM RAMIREZ CITY OF MISSION 1201 E 8TH ST MISSION, TEXAS MISSION, TX 78572-5812 (956) 580-8688	Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
Dell Latitude 7220	\$1,720.23	13	\$22,362.99

	<i>Item 39.</i>
<b>Subtotal:</b>	\$
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$22,362.99</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total:</b>	<b>\$22,362.99</b>

Maximize your new technology on day one

Dell ProDeploy Suite



[Learn More](#)

## Shipping Group Details

Item 39.

### Shipping To

ABRAM RAMIREZ  
CITY OF MISSION  
1201 E 8TH ST  
MISSION, TEXAS  
MISSION, TX 78572-5812  
(956) 580-8688

### Shipping Method

Standard Delivery Free Cost

### Dell Latitude 7220

Estimated delivery if purchased today:  
Dec. 11, 2023  
Contract # C000000006841  
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 7220 Rugged, CTO	210-ATEF	-	13	-
8th Generation Intel Core i7-8665U Processor (4 Core,8MB Cache,1.9GHz,15W)	379-BDQU	-	13	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	13	-
No Microsoft Office License Included	658-BCSB	-	13	-
Intel Core i7-8665U with u-blox NEO-M8 GPS card 16GB Memory	338-BTPS	-	13	-
11.6", FHD (1920 x 1080), 1000 Nit Outdoor-Readable, AG/AS/AP, Glove-Capable Touchscreen	391-BEVG	-	13	-
No Out-of-Band Systems Management - vPro Disabled	631-ACHF	-	13	-
16GB 2133MHz LPDDR3 Memory	370-AFDB	-	13	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BNRE	-	13	-
Intel Wi-Fi 9560 Driver with Bluetooth	555-BFIU	-	13	-
Intel Dual Band Wireless AC 9560 (802.11ac) 2x2	555-BFJV	-	13	-
No Mobile Broadband Card	362-BBBB	-	13	-
2-cell 34wH) Lithium Ion Primary Battery	451-BCCD	-	13	-
45 Watt AC Adapter	450-AEHK	-	13	-
E4 Power Cord 1M for US	537-BBBL	-	13	-
Latitude Rugged 7220 Getting Started Guide	340-COCF	-	13	-
No Secondary Battery	451-BCOI	-	13	-
ENERGY STAR Qualified	387-BBNJ	-	13	-
Custom Configuration	817-BBBB	-	13	-
System Regulatory Label	389-DRXP	-	13	-
Regulatory Label (WLAN)	389-DRXQ	-	13	-
Windows 10 Additional Software	658-BEPO	-	13	-
Shipping Material, Shuttle	340-AQMD	-	13	-
System Shipment, Latitude 72x2	340-AQME	-	13	-
Directship Info Mod	340-CKTD	-	13	-
No Option Included	340-ACQQ	-	13	-
WLAN Chassis No NFC	321-BEZF	-	13	-

**Unit Price**   **Quantity**   **Subtotal**  
**\$1,720.23**   **13**   **\$22,362.99**

5 MP HD IR webcam /8 MP rear camera with Flash and Dual Microphone	319-BBHH	-	13	-
Connector for I/O Expansion	750-ABNN	-	13	-
Mini Serial Port	325-BDNX	-	13	-
No Media	620-AAOH	-	13	-
Hazardous Locations Certification	340-CNKH	-	13	-
No Security	461-AAHD	-	13	-
Onsite/In-Home Service After Remote Diagnosis, 3 Years	814-5245	-	13	-
Onsite/In-Home Service After Remote Diagnosis, 2 Year Extended	814-5248	-	13	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	13	-
Dell Limited Hardware Warranty Initial Year	997-6988	-	13	-

---

<b>Subtotal:</b>	<b>\$22,362.99</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

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<b>Total:</b>	<b>\$22,362.99</b>
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## Important Notes

### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



Contract Number

**DIR-TSO-3763**

Contract Term Date: **01/10/24** ⓘ  
Contract Expiration Date: **01/10/24** ⓘ

Vendor Information

**Dell Marketing LP**

Vendor ID: **1742616805400**

HUB Type: **Non HUB** ⓘ

RFO: **DIR-TSO-TMP-251**

Contract Status: **Active**

**VENDOR CONTACT:**

[Cristian Perez](#) ⓘ

Phone: (512) 368-7916

[Vendor Website](#) ⓘ

**DIR CONTACT:**

[Tiffanay Waller](#) ⓘ

Phone: (512) 475-4962

## Contract Overview

This contract offers Dell branded computers, laptops, tablets, servers, printers, peripherals and other technology products and services through this contract. Dell offers their entire product catalog through this contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. This contract has a number of resellers, many of which are HUB vendors. \*DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 1/10/2024.

## Contract Details & Ordering Information

• **Products & Services**

[Commodity Codes](#)

[Brands](#)

[Contract Documents](#)

[How to Order](#)

[Resellers](#)

**MORE INFORMATION**

[Vendor Website](#) ⓘ

Visit this Vendor's website to view the latest product, service, and pricing information.

### Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Computer Peripherals
- Computers
- Computers - Desktop
- Computers - Laptops
- Computers - Portable
- Computers - Servers
- Digital Cameras
- Lease Agreement - Computer
- Managed Services - Computers
- Monitors
- Networking Products and Services
- Printers
- Projectors
- Routers and Related Equipment
- Scanners
- Security Services
- Servers
- Software



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023  
**PRESENTED BY:** Abel Bocanegra, P.E., City Engineer  
**AGENDA ITEM:** Authorization to extend first one-year renewal for Odor Control Chemical with Kay Jay Services & Supplies for the Public Works Department Waste Water Treatment Plants - Bocanegra

### NATURE OF REQUEST:

The City of Mission entered into an agreement with Kay Jay Services & Supplies for the purchase of Odor Control Chemical. The contract term was for one year with two one-year renewal options. Orders will be placed on an as needed basis for a one-year base term with a 5% increase. This will extend Bid No. 23-028-10-31.

**BUGETED:** Yes      **FUND:** Utility - WWTP      **ACCT. #:** 02-414-64220  
**BUDGET:** \$ 100,000      **EST. COST:** \$ 47,440      **CURRENT BUDGET BALANCE:** \$ 78,893

### STAFF RECOMMENDATION:

Approval

**Departmental Approval:** Finance, Purchasing

**Advisory Board Recommendation:** N/A

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

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

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

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

# **CONTRACT RENEWAL KAY JAY SERVICES / CITY OF MISSION**

**FROM:**

**KAY JAY SERVICES & SUPPLIES**

**PO Box 650**

**Mount Sinai, NY 11766**

**631-834-4222**

**[kayjayservices4@yahoo.com](mailto:kayjayservices4@yahoo.com)**

**[www.kayjayservices.net](http://www.kayjayservices.net)**

**TO:**

**Omar Cantu / Edgar Chapa**

**City of Mission Public Works**

**2801 North Holland St.**

**Mission, TX 78572**

**RFB: 23-028-10-31 Odor Control Chemical for Public Works  
Department**

Kay Jay Services is willing to execute the second year extension at a 5% increase.

This request to continue our current bid for wastewater treatment chemicals.

Issue date is 12/19/2023 for one calendar year to 12/18/2024.

This provision was provided for in the original bid.

My current phone number is 631-834-4222, my current email address is [kayjayservices4@yahoo.com](mailto:kayjayservices4@yahoo.com).

Thank you for choosing Kay Jay Services.

Thank You.

X  \_\_\_\_\_

**Jerry Reynolds**  
**Kay Jay Services, Inc.**  
**Cell - 631-834-4222**  
**Office - 631-828-3906**  
**<http://www.kayjayservices.net>**



OPEN DATE: October 31, 2022 2:00 PM CST

DESCRIPTION:	UOM	Qty.	Unit Price	Ext.	Kay Jay Services	EGSW	Municipal Service, LLC.
1 Odor Control Liquid	Drums	90	\$437.25	\$39,352.50	P.O. Box 650 Mount Sinai, NY 11766 631-834-4222	5804 Babcock Rd. #169 San Antonio, Tx 78240 512-775-5358	10921 N. 30th. St. McAllen, TX 78504 956-208-2626
2 Odor Control Solid	Cases	240	\$70.00	\$16,800.00	Gabriel Lozano III Jerry Reynolds Email: <a href="mailto:jinglebells333@hotmail.com">jinglebells333@hotmail.com</a> Unit Price \$330.22 Ext. \$29,719.80	Higinio Longoria, Jr. hcinio@egsw.us Unit Price \$3,300.00 Ext. \$297,000.00	support@municipalservicesllc.com Unit Price \$700.00 Ext. \$63,000.00
1st Year Renewal Term Increase Odor Control Liquid			1.00%	\$16,800.00		5.00%	10.00%
2nd Year Renewal Term Increase Odor Control Liquid			2.00%			10.00%	10.00%
1st Year Renewal Term Increase Odor Control Solid			1.00%			5.00%	8.00%
2nd Year Renewal Term Increase Odor Control Solid			2.00%			10.00%	8.00%
Addendums			None			None	None
Bid Bonds							
Number of Days to Deliver Odor Control Liquid			4 Days		7-10 Days	15 Days	7 Days
Number of Days to Deliver Odor Control Solid			4 Days		7-10 Days	15 Days	7 Days

Please Note:

Apparent lowest responsible bidder for Odor Control Liquid: Kay Jay Services  
Apparent lowest responsible bidder for Odor Control Solid: Kay Jay Services

**BID NAME/NUMBER:** 20-016-10-25 / Odor Control Chemical for Wastewater Treatment Plants

**OPEN DATE:** October 25, 2019 2:00 PM CST



<b>Vendor Name:</b>	Blue Star Chemical Co., Inc.	Kay Jay Services	EGSW	Municipal Service, LLC.
<b>Street address:</b>	P.O. Box 3305	P.O. Box 650	5804 Babcock Rd. #169	10921 N. 30th. St.
<b>City, State:</b>	Edinburg, TX 78540	Mount Sinai, NY 11766	San Antonio, Tx 78240	McAllen, TX 78504
<b>Phone:</b>	956-383-1077	631-834-4222	512-775-5358	956-208-2626
<b>Fax:</b>		631-828-3906		
<b>Contact:</b>	Gabriel Lozano III	Jerry Reynolds	Higinio Longoria, Jr.	Ivan Escobar
<b>Email:</b>	<a href="mailto:jinglebells333@hotmail.com">jinglebells333@hotmail.com</a>	<a href="mailto:KayJayServices4@yahoo.com">KayJayServices4@yahoo.com</a>	<a href="mailto:higinio@egsw.us">higinio@egsw.us</a>	<a href="mailto:support@municipalservicesllc.com">support@municipalservicesllc.com</a>
<b>DESCRIPTION of FORMS:</b>				
	Solicitation Signed	Yes	Yes	Yes
	Terms & Conditions Included	Yes	Yes	Yes
	Pricing Schedule	Yes	Yes	Yes
	Non-Collusive	Yes	Yes	Yes
	Addenda Checklist	None	None	None
	Gen. Business Questionare	Yes	Yes	Yes
	References	Yes	Yes	Yes
	CIQ			
	Bid Bond			



### CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** November 14, 2022  
**PRESENTED BY:** Abel Bocanegra, P.E., City Engineer  
**AGENDA ITEM:** Approval to purchase Micro-Solve for Sanitary Sewer Lift Stations from a sole source vendor - Bocanegra

**NATURE OF REQUEST:**

Staff is recommending the purchase of Micro-Solve from Evergreen Southwest, a sole source vendor. Pursuant to Texas Local Government Code Section 252.022 General Exemptions (7) a procurement of items that are available from only one source, including: (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies and (D) captive replacement parts or components for equipment;

Chemicals will be used for Sanitary Sewer Lift Stations and Wastewater Plant Main Lift Station throughout the City. Attached is a sole source letter from the manufacturer, Bio-Tech Industries Inc., granting the rights for distribution by Evergreen Southwest to sell and market the products and an official quote for the acquisition for both chemicals. The product acts on grease by liquefying the solids into a condition that prevents the grease from building up on the walls, thus improving the overall efficiency of the waste flow. It's a non-water-soluble-based solution containing a proven combination of de-mulsifiers, corrosion, inhibitors, and organic compounds.

**BUGETED:** Yes                    **FUND:** Utility                    **ACCT. #:** 02-412-64220  
**BUDGET:** \$120,000      **EST. COST:** \$98,000      **CURRENT BUDGET BALANCE:** \$71,990

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

**STAFF RECOMMENDATION:**

Approval

**Departmental Approval:** Purchasing, Finance

**Advisory Board Recommendation:** N/A

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

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

\_\_\_\_\_ AYES  
 \_\_\_\_\_ NAYS  
 \_\_\_\_\_ DISSENTING \_\_\_\_\_





# DRAFT QUOTE

City of Mission  
 1201 E. 8th Street  
 MISSION TX 78572

**Date**  
 Nov 27, 2023

**Expiry**  
 Feb 25, 2024

**Quote Number**  
 QU-1927

**Reference**  
 Odor Solve OCT-2023 -  
 OCT-2024

EGSW LLC  
 5804 Babcock Rd. #169  
 San Antonio, TX 78240  
 United States

## Odor-Solve Odor Control October 2023 - October 2024

Odor Control. with Odor-Solve for One Year -- October 2023 - October 2024

Item	Description	Quantity	Unit Price	Tax	Amount USD
OS-Drum	Odor-Solve - 55 Gal. Drum	15.00	2,475.00	Tax Exempt	37,125.00
OSS-Drum-Ship	Odor-Solve - 55 Gal. Drum Shipping	15.00	250.00	Tax Exempt	3,750.00
OS-Tube w/ends	Odor-Solve - #5 Tube Assembly w/Ends	5.00	35.00	Tax Exempt	175.00
OS-FilterMaterial	Odor-Solve - Filter Material Replacement	5.00	75.00	Tax Exempt	375.00
<b>Subtotal</b>					<b>41,425.00</b>
<b>TOTAL TAX</b>					<b>0.00</b>
<b>TOTAL USD</b>					<b>41,425.00</b>

### Terms

This quote will expire in 90 days.

"No water, no life. No blue, no green." -- Sylvia Earl



# DRAFT QUOTE

City of Mission  
 1201 E. 8th Street  
 MISSION TX 78572

**Date**  
 Nov 27, 2023

**Expiry**  
 Feb 25, 2024

**Quote Number**  
 QU-1928

**Reference**  
 Micro-Solve Grease & Odor  
 Control Oct 2023 - Oct  
 2024

EGSW LLC  
 5804 Babcock Rd. #169  
 San Antonio, TX 78240  
 United States

## Micro-Solve Grease & Odor Control 2023/2024 Monthly Maintenance LS: 10-8-42-39

Bioremediation of septic solids lowers sewer gas and offers significant benefits for the water resource recover facility, the community and the workers.

Item	Description	Quantity	Unit Price	Tax	Amount USD
MAINT- MonthMissi on	Micro-Solve & Odor-Solve Grease/Odor Control Monthly Maintenance Lift Stations #10-8-42-39	12.00	4,217.00	Tax Exempt	50,604.00
	Micro-Solve & Odor-Solve shipping Shipping	12.00	479.00	Tax Exempt	5,748.00
Subtotal					56,352.00
TOTAL TAX					0.00
TOTAL USD					56,352.00

### Terms

This quote will expire in 90 days.

"No water, no life. No blue, no green." -- Sylvia Earl





# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023

**PRESENTED BY:** David Flores, Assistant City Manager

**AGENDA ITEM:** Approval of Ordinance # \_\_\_\_\_ of the City Council of the City of Mission, Texas Amending Chapter 90, Solid Waste, Article II, Collection Regulations, Section 90-56 Fees and Charges Exhibit A of the City of Mission Code of Ordinances providing for new residential, multi-family, governmental, industrial and commercial garbage rates – D. Flores

### NATURE OF REQUEST:

During the implementation of the new rate table and to efficiently update the rates into the system, it was discovered we can meet the intent of the new rates and streamline the rate table by removing two codes (RX and CX) that were previously approved. There are no new rate changes with this request. Rates for residential, apartment and commercial accounts were implemented October 1, 2023.

**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 *RF*

**RECORD OF VOTE:**

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

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

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

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS AMENDING CHAPTER 90, SOLID WASTE, ARTICLE II COLLECTION REGULATIONS, SECTION 90-56 FEES AND CHARGES EXHIBIT A OF THE CITY OF MISSION CODE OF ORDINANCES PROVIDING FOR NEW RESIDENTIAL, APARTMENT AND COMMERCIAL GARBAGE RATES AND PROVIDING FOR AN EFFECTIVE DATE

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

**SECTION 90-56 FEES AND CHARGES "EXHIBIT A" SECTION 90-56 OF THE CODE OF ORDINANCES BE AMENDED AS FOLLOWS:**

Removing Rate Codes "RX" & "CX" for garbage rates for residential, apartment and commercial accounts will be implemented as detailed in **EXHIBIT "A"** as attached.

If any section, subsection, sentence, clause, phrase or portion of this article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

This ordinance shall take effect the 1<sup>st</sup> day of October, 2023 and will be reflected on the utility bills mailed on or after that date.

**READ, CONSIDERED AND APPROVED** on this the 18th day of December, 2023.

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

ATTEST:

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

**EXHIBIT "A"**

**CITY OF MISSION, TEXAS  
SANITATION RATE TABLE  
RESIDENTIAL/APARTMENT ACCOUNT CLASSES  
AS OF OCTOBER 1, 2023**

Rate Code	Cust Class	Description	Current Rate	Change
R	Residential	1 Residential Container	\$17.39	No change
<del>RX</del>	<del>Residential</del>	<del>Residential Extra Container</del>	<del>\$15.39</del>	Removed
C	Commercial	1 Commercial 96gal Container	\$21.27	No change
<del>CX</del>	<del>Commercial</del>	<del>Commercial Extra 96gal Container</del>	<del>\$17.46</del>	Removed
M	Multi-Family	Apartments, Townhomes, 4-plex	\$17.39	No change
G	Government	Government Facilities/Institutions	\$17.39	No change
I	Industrial	Industrial Facilities 96gal Container	\$21.27	No change
B	Residential/Commercial	Brush/Debris Monthly Service	\$4.00	No change
BN	Nurseries	Brush	\$8.00	No change



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 18, 2023
PRESENTED BY: David Flores, Assistant City Manager
AGENDA ITEM: Approval of Ordinance # \_\_\_\_\_ of the City Council of the City of Mission, Texas Amending Chapter 114, Utilities, Article II, Rates and Charges, Section 114-52 Rates and Charges Enumerated Exhibit A of the City of Mission Code of Ordinances establishing a special fee for Secondary Residential Water Meter for Irrigation Only – D. Flores

NATURE OF REQUEST:

Establishing special fee for Secondary Residential Water Meter for Irrigation Only will be implemented. This fee is only available to homes built prior to January 1, 2024 or for new residential construction at the time of applying for a new water connection. Further, NO Deposit will be required for the secondary meter for irrigation only, provided there is an existing primary water meter. This fee does not include boring or tapping costs. Applicant must be in compliance with Article VI. – Backflow Prevention Devices.

New fees for Secondary Residential Water Meter for Irrigation Only will take affect January 1, 2024.

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 RP

RECORD OF VOTE: APPROVED: \_\_\_\_\_
DISAPPROVED: \_\_\_\_\_
TABLED: \_\_\_\_\_

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

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



## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS AMENDING CHAPTER 114, UTILITIES, ARTICLE II RATES AND CHARGES, SECTION 114-52 RATES AND CHARGES ENUMERATED CITY OF MISSION CODE OF ORDINANCES PROVIDING FOR NEW SECONDARY RESIDENTIAL WATER METER FOR IRRIGATION ONLY EXHIBIT A, AND PROVIDING FOR AN EFFECTIVE DATE

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

**SECTION 114-52 RATES AND CHARGES ENUMERATED "EXHIBIT A" SECTION 114-52 OF THE CODE OF ORDINANCES BE AMENDED AS FOLLOWS:**

Establishing special fee for Secondary Residential Water Meter for Irrigation Only will be implemented as detailed in **EXHIBIT "A"** as attached.

A charge shall be made by the city utilities department for each new tapping of the water main for a connection, such charge to be determined by the size of the meter connection and the character of the surface of the street or alley in which the connection is to be located. A tap shall include all pipe not in excess of 80 feet, valves, fittings, meter and box, and other materials (not including paving repairs) necessary to convey water from the main to the irrigation meter. If the main is in the street, the meter shall be set one foot inside the curb line, if in the alley one foot off the property line in the alley. Applicant must be in compliance with ARTICLE VI. - BACKFLOW PREVENTION DEVICES. This fee is only available to homes built prior to January 1, 2024 or for new residential construction at the time of applying for a new water connection. Further, NO Deposit will be required for the secondary meter for irrigation only, provided there is an existing primary water meter. This fee does not include boring or tapping costs. The following shall be used to determine the minimum charge for making taps, such charge being payable in advance:

If any section, subsection, sentence, clause, phrase or portion of this article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

This ordinance shall take effect the 1<sup>st</sup> day of January, 2024.

**READ, CONSIDERED AND APPROVED** on this the 18th day of December, 2023.

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

ATTEST:

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

**EXHIBIT "A"**

**CITY OF MISSION, TEXAS  
SANITATION RATE TABLE  
RESIDENTIAL/APARTMENT ACCOUNT CLASSES  
AS OF JANUARY 1, 2024**

SECONDARY RESIDENTIAL WATER METER FOR IRRIGATION ONLY – NO DEPOSIT REQUIRED		
Size of Meter	Minimum Charge Inside	Outside
5/8-inch	\$ 225.00	\$ 325.00
3/4-inch	240.00	340.00
1-inch	275.00	375.00

DRAFT



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023  
**PRESENTED BY:** Cesar Torres, Chief of Police  
**AGENDA ITEM:** Authorization to purchase emergency equipment for (3) Chevy Tahoes via buyboard contract #698-23 from Dana Safety Supply Inc. - Torres

**NATURE OF REQUEST:**

The Mission Police Department is seeking authorization to purchase emergency equipment for the police administration's (3) Chevy Tahoes from Dana Safety Supply Inc. The addition of this equipment will aid police administrators when responding to emergency/critical incident situations. The purchase cost amount is \$32,216.22, via buyboard contract #698-23. The purchase will be paid with Acct. #11 – Asset Forfeiture funds.

**BUGETED:** No **FUND:** Designated Purpose Fund **ACCT. #:** 11

**BUDGET:** \_\_\_\_\_ **EST. COST:** \$32,216.22 **CURRENT BUDGET BALANCE:** \$ \_\_\_\_\_

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

**STAFF RECOMMENDATION:**

Approval

**Departmental Approval:** Finance, Purchasing

**Advisory Board Recommendation:** N/A

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

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

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

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

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

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

# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

Telephone: 800-845-0405

Sales Quote No.	510064-A
Customer No.	MISSION PD

**Bill To**

MISSION POLICE DEPARTMENT  
 O.I.C. ANZALDUAS POE  
 1200 E 8TH STREET  
 MISSION, TX 78572  
 United States

**Ship To**

MISSION POLICE DEPARTMENT  
 O.I.C. ANZALDUAS POE  
 1200 E 8TH STREET  
 MISSION, TX 78572  
 United States

Contact: REYNALDO PEREZ  
 Telephone: 956-584-5177  
 E-mail: rperez@missionpolice.org

Contact: REYNALDO PEREZ  
 Telephone: 956-584-5177  
 E-mail: rperez@missionpolice.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
11/21/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30
Entered By		Salesperson	Ordered By	Resale Number
Maria Rivera		Maria Rivera - La Feria		

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO BUY BOARD 698-23 Warehouse: LAFE	0.0000	0.00
3	3	N	INFO ADMIN TAHOE Warehouse: LAFE	0.0000	0.00
0	0	N	INFO **FRONT** Warehouse: LAFE	0.0000	0.00
3	3	N	EVP EMERGENCY VEHICLE PACKAGE Warehouse: LAFE	3,698.7500	11,096.25
3	3	N	SIFMJS-TAH21-P3 FED,SIFMJS-TAH21-P3,SPECTRALUX,FRONT ILS RBW Warehouse: LAFE	0.0000	0.00
3	3	N	SIFMJH-TAH21-P3 FED REAR ILS R/B/A WITH TA Warehouse: LAFE	0.0000	0.00

*Emergency Equipment for Admin. Vehicles  
Unit 460, 461 & 462*

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Print Time	04:05:08 PM
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Printed By: Maria Rivera

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# Sales Quote

**DANA SAFETY SUPPLY, INC**  
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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
11/21/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30
Entered By		Salesperson	Ordered By	Resale Number
Maria Rivera		Maria Rivera - La Feria		

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
3	3	N	FED-PF200H FED, HANDHELD PATHFINDER SIREN, 200W Warehouse: LAFE 100/200 W siren and light controller with PA and noise-canceling microphone Built-in dual-tone capability when used with (2) speakers Built-in Rumbler® traffic clearing capability Optional FS Vehicle Integration/On-Board Diagnostics Integration (OBDII) Programmable timer feature Siren tones, PA, Radio Rebroadcast and Air Horn Library of selectable siren tones includes SmartSiren®, Unitrol™, and Powercall siren tones Horn Ring Transfer and Park Kill Backlit LEDs on control faceplate emulate SignalMaster™ directional warning operation (7) programmable inputs and (12) programmable solid-state relay outputs Convergence Network Configuration Software allows for easy customization of siren and light controls (2) FS Convergence Network ports Standard voice messages available in English, Spanish and French Canadian to broadcast alerts. Custom voice messages available for an additional fee	0.0000	0.00

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# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

Telephone: 800-845-0405

Sales Quote No.	510064-A
Customer No.	MISSION PD

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/21/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
<b>Entered By</b>		<b>Salesperson</b>	<b>Ordered By</b>	<b>Resale Number</b>	
Maria Rivera		Maria Rivera - La Feria			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
3	3	N	ES100C FED ES100/DYNAMAX 100W CLASS A SPEAKER Warehouse: LAFE VEHICLE SPECIFIC MOUNTING BRACKETS ARE SOLD SEPERATELY *****	0.0000	0.00
3	3	N	ESB-U FED DYNAMAX/ES100C UNIVERSAL SPEAKER BRACKET Warehouse: LAFE	0.0000	0.00
3	3	N	RBKIT2-COMPACT FED SIG PAIR OF RUMBLER WOOFERS Warehouse: LAFE INCLUDES RB BRACKETS	0.0000	0.00
3	3	N	FED-RB-U fed Rumbler bracket, Multi-vehicle, All Warehouse: LAFE	0.0000	0.00
3	3	N	OBDCABLE20-GMCAN OBD CABLE 21+ TAHOE Warehouse: LAFE	0.0000	0.00
6	6	N	EXPMOD24 FEDERAL SIGNAL PATHFINDER EXPANSION MODULE Warehouse: LAFE	0.0000	0.00

<b>Print Date</b>	11/21/23
<b>Print Time</b>	04:05:08 PM
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Printed By: Maria Rivera

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# Sales Quote

**DANA SAFETY SUPPLY, INC**  
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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/21/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Maria Rivera		Maria Rivera - La Feria			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
18	18	N	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: LAFE	108.7500	1,957.50
3	3	N	2- PER TAHOE MIRROR BEAM 4- GRILL MPSM6-GRL3 FED, MPS6U, GRILL BRACKETS, 2021-23 TAHOE Warehouse: LAFE	63.8000	191.40
0	0	N	Pair of grille brackets, each bracket holds (2) MPS6U light outside of grill, each side of bowtie, Chevrolet Tahoe, 2021-2022 INFO ** SIDE** Warehouse: LAFE	0.0000	0.00
3	3	N	MPSW9X-BW FED MPS WIDE ANG X,BLU/WHT Warehouse: LAFE	126.2500	378.75
3	3	N	MPSW9X-RW FED MPS WIDE ANG X,RED/WHT Warehouse: LAFE	126.2500	378.75
3	3	N	MPSMW9-TAH21MIR Fed KIT BRKT MPSW9 MIRROR 21TAH Warehouse: LAFE	35.1900	105.57

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# Sales Quote

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**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/21/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Maria Rivera		Maria Rivera - La Feria			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
24	24	N	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: LAFE	108.7500	2,610.00
15	15	N	8- PER SIDE ROCKET PANEL MPSM6-FPIU20SMW FED SIG MICROPULSE WEDGES Warehouse: LAFE	12.5000	187.50
6	6	N	XSM2-BRW-US FEDSIG SPECTRALUX THREE COLOR Warehouse: LAFE	202.5000	1,215.00
0	0	N	INFO **REAR** Warehouse: LAFE	0.0000	0.00
3	3	N	FED-416900XZ-BW FED TAILLIGHTS DUAL COLOR 12 LED LIGHT HEAD Warehouse: LAFE	65.0000	195.00
3	3	N	FED-416900XZ-RW FED TAILLIGHTS DUAL COLOR 12 LED LIGHT HEAD Warehouse: LAFE	65.0000	195.00
6	6	N	MPS123U-RBW Fed Fire MicroPulse® Ultra Warehouse: LAFE LICENSCE	125.0000	750.00

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# Sales Quote

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11/21/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30
Entered By		Salesperson	Ordered By	Resale Number
Maria Rivera		Maria Rivera - La Feria		

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
12	12	N	416300X-RB FED, FLUSH MOUNT, 1" RND, STEADY, RED/BLU, (RMK TAI Warehouse: LAFE	67.5000	810.00
			**UNDER LIFT GATE**		
3	3	N	FED-416302 FED LIFTGATE GROMMET KIT, PAIR, CHEVY TAHOE-21 Warehouse: LAFE	11.0000	33.00
3	3	N	FHL-TAIL FED UNIVERSAL TAIL LIGHT FLASHER - 18" LEADS Warehouse: LAFE	62.5000	187.50
3	3	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: LAFE	225.0000	675.00
			LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****		
3	3	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: LAFE	3,000.0000	9,000.00
			includes radio provided by customer		
3	3	N	REMOVAL REMOVAL OF BELOW LISTED EMERGENCY EQUIPMENT Warehouse: LAFE	350.0000	1,050.00
			PER CUSTOMER REQUESTS: EXSITING RADIO AND ANTENNA TO BE INSTALL ON NEW 2023 TAHOE		

Print Date	11/21/23
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# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

Telephone: 800-845-0405

Sales Quote No.	510064-A
Customer No.	MISSION PD

**Bill To**

MISSION POLICE DEPARTMENT  
 O.I.C. ANZALDUAS POE  
 1200 E 8TH STREET  
 MISSION, TX 78572  
 United States

**Ship To**

MISSION POLICE DEPARTMENT  
 O.I.C. ANZALDUAS POE  
 1200 E 8TH STREET  
 MISSION, TX 78572  
 United States

Contact: REYNALDO PEREZ  
 Telephone: 956-584-5177  
 E-mail: rperez@missionpolice.org

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 Telephone: 956-584-5177  
 E-mail: rperez@missionpolice.org

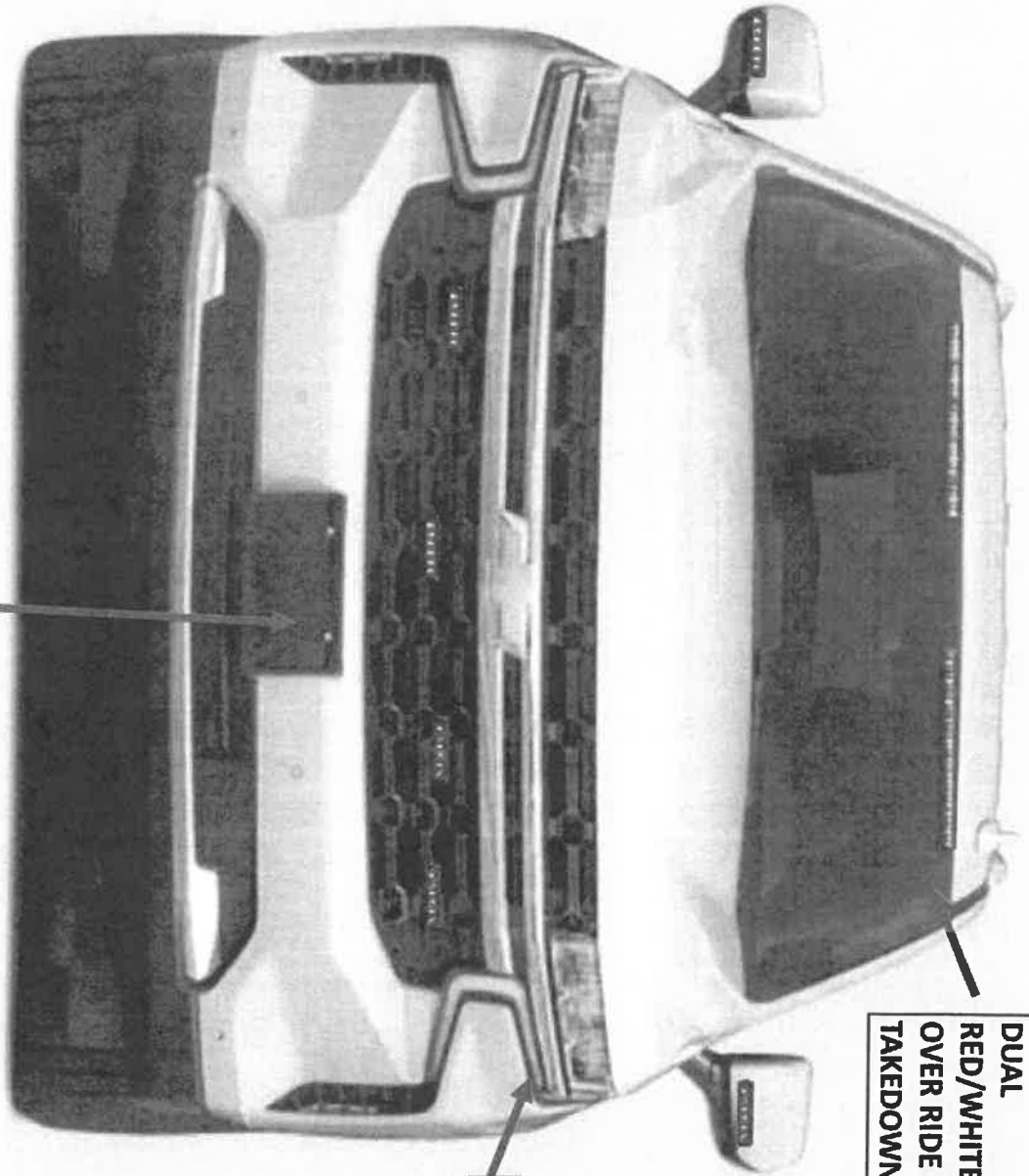
Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
11/21/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30
Entered By		Salesperson	Ordered By	Resale Number
Maria Rivera		Maria Rivera - La Feria		

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			<p>Approved By: _____</p> <p><input type="checkbox"/> Approve All Items &amp; Quantities</p> <p><b>Quote Good for 30 Days</b></p>		

Print Date	11/21/23
Print Time	04:05:08 PM
Page No.	7

Subtotal	31,016.22
Freight	1,200.00
<b>Order Total</b>	<b>32,216.22</b>

Printed By: Maria Rivera



**DUAL  
RED/WHITE, BLUE/WHITE  
OVER RIDE TO  
TAKEDOWN**

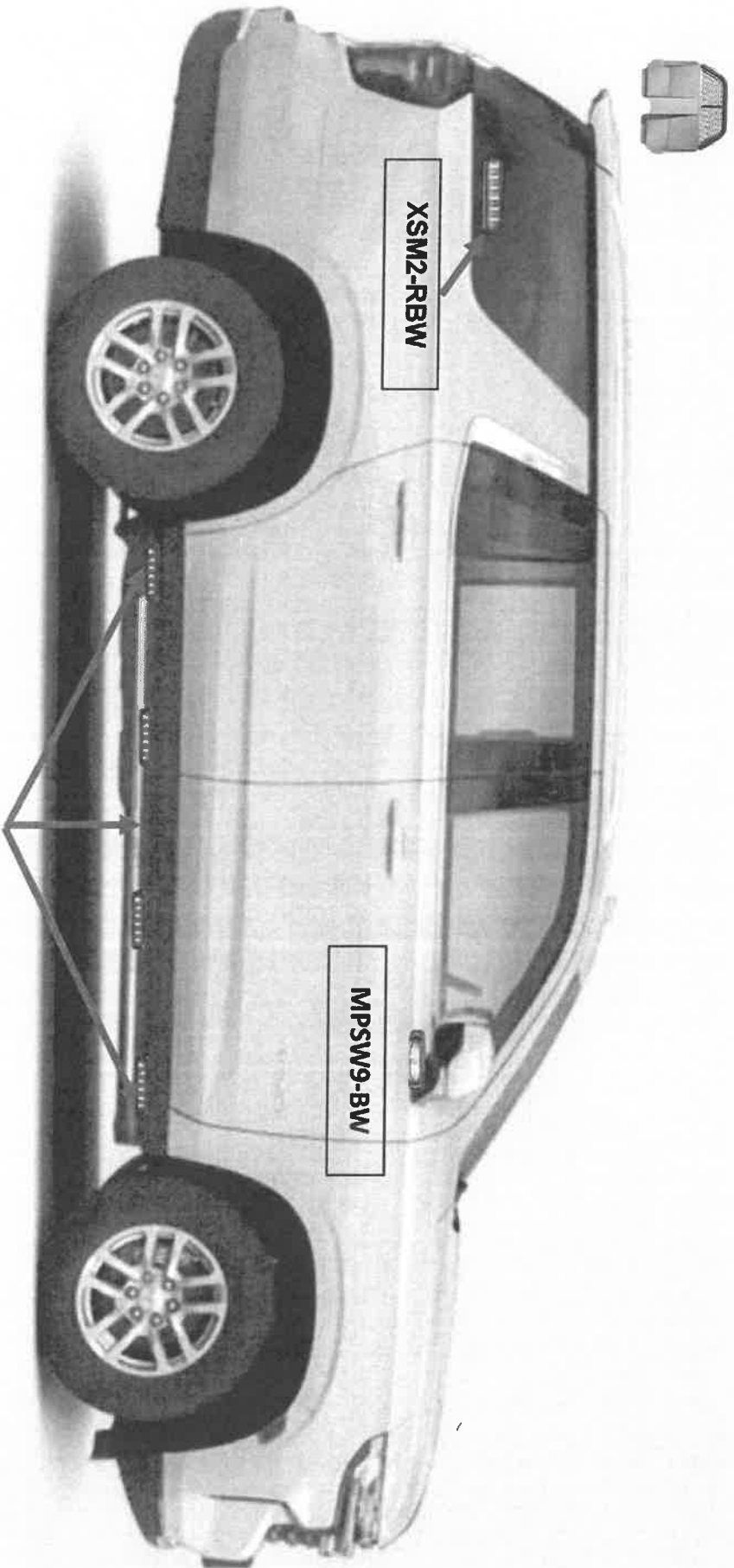
**Headlight Flasher**

**ES100C**

**Maria Rivera – Sales Manager**  
**Dana Safety Supply - Harlingen**  
**5002 Logans Run Cir.**  
**Harlingen, Texas 78550**  
**Cell: (281)748-1400**  
**Quote #:**  
**Sales Order #:**



**2023 Chevrolet Tahoe Police**



XSM2-RBW

MPSW9-BW

MPS63U-RBW  
MPSM6U-FPIU20SMW

**DAVA**  
SAFETY SUPPLY  
Maria Rivera – Sales Manager  
Dana Safety Supply - Harlingen  
5002 Logans Run Cir.  
Harlingen, Texas 78550  
Cell: (281)748-1400

Quote #:

Sales Order #:

**2023 Chevrolet Tahoe Police**



**NOTES:**



Maria Rivera – Sales Manager  
 Dana Safety Supply - Harlingen  
 5002 Logans Run Cir.  
 Harlingen, Texas 78550  
 Cell: (281)748-1400  
 Quote #: Sales Order #:

# 2023 Chevrolet Tahoe Police



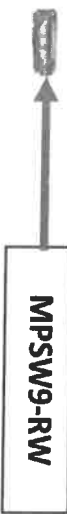
MPS620U-RW



MPS620U-BW



MPBW9-RW



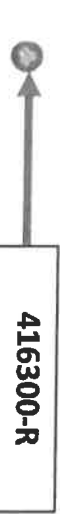
MPBW9-RW



MPS1220U-RW



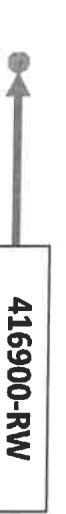
MPS1220U-BW



416300-R



416300-B



416900-RW



416900-BW



MPSC-B



MPSC-R



XSM2-BRW



XSM1-BRW



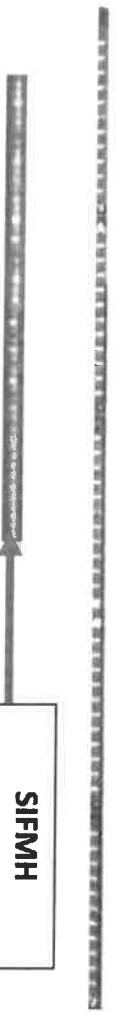
ES100C



AS124



AS124



SIFMH



SIFMH



VALR



VALR



ALGT53



ALGT53



PRODUCTS



## Menu



## Vendor Contract Information Summary

Vendor	Dana Safety Supply, Inc.
Contact	Mark Sevigny
Phone	8133484866
Email	bids@danasafetysupply.com
Vendor Website	https://danasafetysupply.com/
TIN	27-1557226
Address Line 1	6525 Goforth St.
Vendor City	Houston
Vendor Zip	77021
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	No
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Public Safety and Firehouse Supplies and Equipment
Contract No.	698-23
Effective	04/01/2023
Expiration	03/31/2026
Accepts RFQs	Yes

12/7/2023 10:57 AM



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023

**PRESENTED BY:** Abel Bocanegra, P.E., City Engineer

**AGENDA ITEM:** Authorization to approve Change Order #1 for Glasscock Drainage Improvements Project for the City of Mission - Bocanegra

### NATURE OF REQUEST:

The City of Mission is seeking approval for Change Order #1 of the Glasscock Drainage Improvements Project. Factors such as apparent contaminated soil and other unforeseen conflicts have prolonged the timeline of the project. The contractor is requesting an extension of **90 days**. As a result of the removal of storm drainage, funds have been reallocated and used for additional work throughout the project. An additional **\$179,059.56** will be added to the contract price. Consequently, City Staff recommends Change Order #1 for the total amount of \$3,891,573.12 and 330 calendar days with the Change Order approved.

**BUGETED:** Yes      **FUND:** Drainage Ditches & Structures      **ACCT. #:** 76-440-74930

**BUDGET:** \$ \_\_\_\_\_      **EST. COST:** \$3,891,573.12      **CURRENT BUDGET BALANCE:** \$ 0

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

### STAFF RECOMMENDATION:

Approval

**Departmental Approval:** Finance, Purchasing

**Advisory Board Recommendation:** N/A

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

<b>RECORD OF VOTE:</b>	<b>APPROVED:</b>	_____
	<b>DISAPPROVED:</b>	_____
	<b>TABLED:</b>	_____

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

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

# PROPOSAL / CHANGE ORDER #1

Project: Glasscock (ML06n) Drainage Improvements  
Project

DATE OF ISSUANCE: 8/18/2023

EFFECTIVE DATE: \_\_\_\_\_

OWNER: CITY OF MISSION  
1201 E 8TH ST  
MISSION TXD

CONTRACTOR: Mor-Wil, L.L.C  
808 Shary Rd. Ste. 5 PMB 274  
Mission, Texas 78572

ENGINEER: IZAGUIRRE ENGINEERING  
GROUP LLC

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
-1,121	LF	24" RCP Pg C10-2,C18-1,C18-2,C19-1,C19-2	\$ 85.01	\$ (95,296.21)
-459	LF	30"RCP Pg C10-2,C18-1,C18-2,C19-1,C19-2	\$ 107.41	\$ (49,301.19)
-8	EA	TYPE" A" INLET Pg C10-2,C18-1,C18-2,C19-1,C19-2	\$ 4,533.33	\$ (36,266.64)
-5	EA	48"MANHOLE Pg C10-2,C18-1,C18-2,C19-1,C19-2	\$ 6,228.17	\$ (31,140.85)
-1,188	SY	Cut and Restore Pavement Pg C10-2,C18-1,C18-2,C19-1,C19-2	\$ 57.60	\$ (68,428.80)
1	LS	Additional traffic control ( request by City of Mission)	\$ 18,900.00	\$ 18,900.00
1	LS	8-inch unidentified water line causing 2 days down time and dewatering needed	\$ 4,500.00	\$ 4,500.00
1	LS	Conflict with sewer line had to be lowered 4 1/2 feet (495 & Glasscock on the north side of 495)	\$ 4,500.00	\$ 4,500.00
1	LS	Installation of emergency 17-foot manhole disposal of existing manhole (active sewer manhole) 3 days of 24hr crews on site Transportation of manhole Removal of concrete bolders	\$ 42,000.00	\$ 42,000.00
1	LS	Lower sewer line remove and install new 17-foot manhole Includes 24 hr. watch man and transportation of new manhole	\$ 17,900.00	\$ 17,900.00
1	LS	Temporary sewer bypass on North Side to maintained neighborhoods on west side of Glasscock sewer for three weeks	\$ 13,300.00	\$ 13,300.00
1	LS	Exploratory excavation due to unidentified utility lines i.e.. Water, gas held up the progress of construction.	\$ 5,700.00	\$ 5,700.00
1	LS	Install and relocate 3 valves and water meters to maintain service intake material and Labor (requested by City of Mission Insp. Lupe Vela)	\$ 22,700.00	\$ 22,700.00
1	LS	8 water services repairs at Summer Breeze	\$ 16,300.00	\$ 16,300.00
1	LS	Summer Breeze and Lawndale special 6x5 Cast In Place Conflict box	\$ 16,500.00	\$ 16,500.00
1	LS	Mor-Wil, LLC requests to compact the top 3-feet at STA 28+00 (N GLASSCOCK RD AND E GRIFFIN PKWY (FM495)) WITH Stabilized sand. Due to the conflicts encountered North half	\$ 24,300.00	\$ 24,300.00

1	LS	CUT & RESTORE CONCRETE, sprinklers, and landscaping (grass)	\$ 6,700.00	\$ 6,700.00
1	LS	Remove and disposal of large concrete	\$ 5,300.00	\$ 5,300.00
1	LS	6-inches of 300 feet Milling and overlay 40-feet wide material	\$ 4,000.00	\$ 4,000.00
1	LS	Remove and disposal of original asphalt	\$ 8,000.00	\$ 8,000.00
1	LS	application and material MC30 for overlay required by Inspector	\$ 7,500.00	\$ 7,500.00
1	LS	installation of overlay on 495	\$ 8,000.00	\$ 8,000.00
1	LS	North of side of 495 running on the south side 495 cut 495 on the east and west of 495 to enable the smooth transition of new overlay required by City of Mission. Removal of millings and installation of MC30. Applied 5-inches of asphalt in addition to the asphalt required by our contract. Requested by City of Mission and TX dot requirements.	\$ 32,700.00	\$ 32,700.00
1	LF	Increase of asphalt to 7 inches requested by the City of Mission and TX DOT.	\$ 7,500.00	\$ 7,500.00
1	LS	Mor-Wil, LLC requests to compact the top 3-feet at STA 28+00 (N GLASSCOCK RD AND E GRIFFIN PKWY (FM495)) WITH Stabilized sand. Due to the conflicts encountered south half	\$ 12,000.00	\$ 12,000.00
1	Sy	10 day delay due to potential gas leak at convenience store	\$ 15,000.00	\$ 15,000.00
1	LS	Additional traffic control due to the potential gas leak at convenience store	\$ 3,000.00	\$ 3,000.00
1	LS	Valley Gutter (Material only) Redo twice	\$ 2,500.00	\$ 2,500.00
1	LS	Additional Milling requested by the City of Mission on 495	\$ 5,800.00	\$ 5,800.00
1	LS	Installation of Manhole Labor only (Manhole provided by City of Mission)	\$ 3,295.00	\$ 3,295.00
5,463	SY	OVERLAY ASPHALT	\$ 27.75	\$ 151,598.25
Notes			<b>Subtotal</b>	<b>\$ 179,059.56</b>
TIME - ADDITION				
90	days	Due to delays and additional work		

ALL INQUIRIES TO:  
 Albert Garza  
 (956) 456-0628  
 email: albert.garza03@yahoo.com



2121 E. Griffin Parkway  
Mission, Texas 78572

Firm No.  
10214

Ph. 956.584.0554  
Fax 956.584.0554

<b>Estimator: Gilberto Gracia, P.E.</b>		<b>City of Mission Glasscock Road</b>		<b>Date: 12/11/2023</b>	
<b>ENGINEER COST ESTIMATE (NOT TO BE CONSTRUCTED)</b>					
<b>Item No.</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Item Description</b>	<b>Unit Price In Figures</b>	<b>Total Extension In Figures</b>
1	1,121	LF	24" RCP	\$ 85.01	\$ 95,296.21
2	459	LF	30" RCP	\$ 107.41	\$ 49,301.19
3	1,580	LF	Trench Protection	\$ 8.61	\$ 13,603.80
4	8	EA	Type "A" Inlet	\$ 4,533.33	\$ 36,266.64
5	5	EA	48" Manhole	\$ 6,228.17	\$ 31,140.85
6	1,188	SY	Cut & Restore Pavement	\$ 57.60	\$ 68,428.80
7	4	EA	Water Service Adjustment	\$ 1,090.91	\$ 4,363.64
8	6	EA	Sewer Service Adjustment	\$ 2,800.00	\$ 16,800.00
<b>NOT TO BE CONSTRUCTED BASE BID</b>				<b>\$</b>	<b>315,201.13</b>

<b>ENGINEER COST ESTIMATE (TO BE CONSTRUCTED)</b>					
<b>Item No.</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Item Description</b>	<b>Unit Price In Figures</b>	<b>Total Extension In Figures</b>
9	5,463	SY	2" HMAC TYPE "D"	\$ 27.75	\$ 151,598.25
<b>TO BE CONSTRUCTED BASE BID</b>				<b>\$</b>	<b>151,598.25</b>

*Gilberto A. Gracia*

12/11/2023



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023

**PRESENTED BY:** Abel Bocanegra, P.E., City Engineer

**AGENDA ITEM:** Authorization to approve Change Order #2 for Taylor Rd Phase 1 for the City of Mission - Bocanegra

**NATURE OF REQUEST:**

The City of Mission is seeking authorization to approve Change Order #2 of the Taylor Rd Phase 1. The project was delayed due to conflicting utilities, affecting contractor critical paths. The relocation of utilities was delayed due to a storm impacting operations in City of Mission. Existing power poles were located on proposed sewer and waterline alignments, affecting progress. The contractor is requesting an extension of 70 days, and an adjustment of quantities for traffic control will need to be done the amount for the project will increased by \$20,988.00. Therefore, City Staff is recommending Change Order for the total amount of \$6,233,288.31 and 287 working days with all approved Change Orders.

**BUGETED:** Yes      **FUND:** Taylor Road Project      **ACCT. #:** 09-413-74910

**BUDGET:** \$ 612,689      **EST. COST:** \$6,233,288.31      **CURRENT BUDGET BALANCE:** \$ \_\_\_\_\_

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

**STAFF RECOMMENDATION:**

Approval

**Departmental Approval:** Finance, Purchasing

**Advisory Board Recommendation:** N/A

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

<b>RECORD OF VOTE:</b>	<b>APPROVED:</b>	_____
	<b>DISAPPROVED:</b>	_____
	<b>TABLED:</b>	_____

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

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

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 02

- 1. CONTRACTOR: Texas Cordia Construction, LLC
- 2. Change Order Work Limits: Sta. 100+25.60 to Sta. 150+07.66
- 3. Type of Change (on federal aid non-exempt projects): Minor (Major/Minor)
- 4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

Due to existing utilities in conflict, contractor critical path was directly impacted, therefore timely completion of the project is unfeasible. Plans show utility communication lines from AT&T, Spectrum and Smartcom attached to Power Poles from MVEC and AEP. Relocation of utilities was delayed due to redirection of utility resources in the event of a storm impacting operations in City of Mission.

CCSJ:	<u>0921-02-327</u>
Project:	<u>Taylor Rd Phase 1</u>
Highway:	<u>Taylor Rd</u>
County:	<u>Hidalgo</u>
District:	<u>21 - Pharr</u>
Contract Number:	<u>22-472-09-12</u>

5. New or revised plan sheet(s) are attached and numbered: N/A

Each signatory hereby warrants that each has the authority to execute this Change Order.

By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.	<b>The following information must be provided</b> Time Ext. #: <u>2</u> Days added on this C.O.: <u>70</u> Amt. added by this change order: <u>\$20,988.00</u>
	<b>For TxDOT use only:</b> Days participating: _____ Amount participating: _____ Signature _____ Date _____ Name/Title _____
THE CONTRACTOR By <u><i>Yara M. Corbitt</i></u> Date <u>12/7/23</u> Typed/Printed Name <u>Yara M. Corbitt, PE</u> Typed/Printed Title <u>CEO</u>	

RECOMMENDED FOR EXECUTION:

_____ Name/Title	_____ Date	<u>Juan Pablo Terrazas ACM</u> Name/Title	<u>12/7/23</u> Date
		<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> REQUEST APPROVAL
_____ Name/Title	_____ Date	_____ Name/Title	_____ Date
		<input type="checkbox"/> APPROVED	<input type="checkbox"/> REQUEST APPROVAL
_____ Name/Title	_____ Date	_____ Name/Title	_____ Date
		<input type="checkbox"/> APPROVED	<input type="checkbox"/> REQUEST APPROVAL
_____ Name/Title	_____ Date	_____ Name/Title	_____ Date
		<input type="checkbox"/> APPROVED	<input type="checkbox"/> REQUEST APPROVAL

Engineer's Seal:





Change Order #2

**Taylor Road Project – City of McAllen**

TO: Texas Cordia Construction, LLC  
 3149-A Center Pointe Drive  
 Edinburg, TX, 78539

From Owner: City of Mission

And: SAM-CS

Project: Taylor Road

Contract: 22-472-09-12

CSJ: 0921-02-327

Limits: From I-5 (US 83) To BUS 83

Change Order #2 – in the amount of **\$20,988.00** has been reviewed and approved by City of Mission to make the following contract changes.

**Purpose:**

Change Order #2 extends contract time by 70 days and adjust quantities for BARRICADES, SIGNS AND TRAFFIC HANDLING due to additional contract days needed to complete construction.

City of Mission has reviewed Change Order #2 and approves the changes provided herein.

**Description:**

Due to existing utilities in conflict, contractor critical path was directly impacted, therefore timely completion of the project is unfeasible. Plans show utility communication lines from AT&T, Spectrum and Smartcom attached to Power Poles from MVEC and AEP. Relocation of utilities was delayed due to redirection of utility resources in the event of a storm impacting operations in City of Mission. This unforeseen situation directly impacted progress on the project, therefore affecting activities identified on the critical path from the Contractor. Since existing power poles were located on proposed sewer lines and waterlines alignments, contractor was not able to continue work at some locations until poles were removed from the area in conflict.

This Change Order is crucial for the completion of Taylor Road project since it directly impacts Critical Path activities on the project as reflected under Contract Schedule.

This Change Order is within the scope of the original environmental assessments and reviews.

**ADDITIONAL TIME: 70 Days**

**Modified Sheet: N/A**

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price <b><u>\$6,212,300.31</u></b>	Original Contract Time <b><u>215 Working Days</u></b>
Previous Change Orders  <b><u>\$5,835.21</u></b>	Previous Change Orders  <b><u>2 Working Days</u></b>

Contract Price prior to this Change Order  <b><u>\$6,218,135.52</u></b>	Contract Time prior to this Change Order  <b><u>217 Working Days</u></b>
Net <b>increase/decrease</b> of the Change Order  <b><u>\$20,988.00</u></b>	Net <b>increase/decrease</b> of the Change Order  <b><u>70 Working Days</u></b>
Contract Price with all approved Change Orders  <b><u>\$6,233,288.31</u></b>	Contract Time with all approved Change Orders  <b><u>287 Working Days</u></b>

November 21, 2023

City of Mission  
Attn: J.P. Terrazas, P.E., City Engineer  
2801 N. Holland St.  
Mission, TX 78572

**RE: Project: Taylor Rd (CSJ: 0921-02-327)**

Dear Mr. Terrazas:

Attached is the September updated CPM Schedule with narrative for the above referenced project for your review. As of September 70 days have impacted TCC construction schedule, which as of now Texas Cordia would like to ask for 107 working days to be added to the contract due to utility delays which impacted TCC's productivity.

Please let me know if you have any comments or if you need additional information at (956) 373-1507.

**Mission Side Conflicts: Spectrum (Completed 08/22/2023)  
AT&T (Completed 09/06/2023)  
AEP Poles still in conflict, but with no utility lines attached.**

**McAllen Side Conflicts: Spectrum (Completed 09/26/2023)  
AT&T (Completed 09/06/2023)  
Smartcom (Completed 11/22/2023)(85% of lines removed by 10/03/2023)  
Magic Valley (Completed 11/10/2023)  
AEP (Completed 11/06/2023)**

**70 days requested by contractor justified since utility conflicts were completed on 09/06/2023 (Mission Side) and 11/22/2023 (McAllen Side)**



## CHANGE ORDER COVER SHEET

**PROJECT** Taylor Road Improvements  
**COUNTY:** Hidalgo  
**C.O. NO:** 007  
**TCC NO:** 1119

**CSJ:** 0921-02-327  
**HWY:** Taylor Road  
**DATED:** 11/21/23

**CONTRACT AMOUNT INFORMATION**

Original Contract Amount:	\$	6,212,300.31
Current Contract Amount:	\$	6,218,135.52
Change Order Amount:	\$	20,988.00
New Contract Amount:	\$	<b>6,239,123.52</b>

**CHANGE ORDER LIST**

Item No	Description	Quantity	Unit	Price	Amount
	BARRICADES, SIGNS AND TRAFFIC HANDLIN	4.0	<del>LF</del> MONTHS	\$ 5,247.00	\$ 20,988.00

\$ - \$ -

**TOTAL CHANGE ORDER \$ 20,988.00**

I hereby certify that the above is a true and correct statement of the amounts payable to **Texas Cordia Construction, LLC**, which are just charges as contingency expenditures incurred on this project.

*Michael Luna*

Authorized Signer

11/21/2023

Date

THE PRICES QUOTED FOR THE REFERENCED PROJECT ARE VALID FOR A PERIOD OF THIRTY (30) DAYS.



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023  
**PRESENTED BY:** Angie Vela, Finance Director  
**AGENDA ITEM:** October 2023 Tax Collection Report - Vela

**NATURE OF REQUEST:**

Acceptance of monthly property tax report for the month of October 2023.  
 The 2023 total adjusted tax levy for taxes was \$32,462,336.25 and the amount of the collections as of October 31, 2023 is \$54,597.97 which represents 00.17% of the total 2023 tax levy.  
 The total adjusted tax levy for delinquent taxes was \$2,398,215.37 and the amount of collections as of October 31, 2023 is \$95,943.78 which represents 4.00% of the total tax levies from previous years.

**BUDGETED:** 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 *RP*

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

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

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

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

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

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR  
CITY OF MISSION TAXES COLLECTED FOR:  
OCTOBER 2023**

**COMPARATIVE RATE OF COLLECTIONS**

CITY OF MISSION CMS (32)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2023/2024	COLLECTED 2022/2023
2023 TAX ROLL	32,462,336.25	54,597.97	-	-	32,407,738.28	0.17%	0.72%
2022 & PRIOR YRS	2,398,215.37	95,943.78	-	-	2,302,271.59	4.00%	2.19%
ROLLBACK	14,109.88	353.09	-	130.35	13,887.14	2.48%	0.00%
<b>TOTALS</b>	<b>34,874,661.50</b>	<b>150,894.84</b>	<b>-</b>	<b>130.35</b>	<b>34,723,897.01</b>		

**BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF OCTOBER 2023**

	CITY OF MISSION	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	54,597.97	- CURRENT
CURRENT YEAR-P&I	-	
PRIOR YEARS-BASE TAX	95,943.78	PRIOR
PRIOR YEARS-P&I	31,555.90	
ROLLBACK	353.09	130.35 ROLLBACK
ROLLBACK P&I	74.15	
ATTORNEY FEES	17,873.59	- PURGED
<b>TOTAL COLLECTIONS</b>	<b>200,398.48</b>	<b>130.35</b>
LESS TRANSFERRED	57,563.90	
LESS IN TRANSIT	136,093.49	
LESS DUE TO HCAD COMM. FEE	41.09	
LESS DUE TO CO TREASURER	6,700.00	
<b>BALANCE</b>	<b>-</b>	

\*\*\*\*\*AFFIDAVIT\*\*\*\*\*

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF MISSION, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF OCTOBER 2023 IS CORRECT.

*Pablo (Paul) Villarreal Jr.*  
\_\_\_\_\_  
ASSESSOR-COLLECTOR OF TAXES FOR CITY OF MISSION, TEXAS



SWORN AND SUBSCRIBED BEFORE ME THIS 13TH DAY OF NOVEMBER 2023 A.D.

*Mark Martinez*  
\_\_\_\_\_  
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS





PREPARED BY: JOHN M GONZALEZ

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR  
CITY OF MISSION TAXES COLLECTED FOR:  
OCTOBER 2022

COMPARATIVE RATE OF COLLECTIONS

CITY OF MISSION CMS (32)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2022/2023	COLLECTED 2021/2022
2022 TAX ROLL	28,910,952.02	211,372.94		310,244.91	29,009,823.99	0.72%	0.84%
2021 & PRIOR YRS ROLLBACK	2,417,440.91 2,677.08	52,681.16 -		(17,032.81) -	2,347,726.94 2,677.08	2.19% 0.00%	2.28% 36.73%
TOTALS	31,331,070.01	264,054.10	-	293,212.10	31,360,228.01		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF OCTOBER 2022

	CITY OF MISSION	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	211,372.94	310,244.91 CURRENT
CURRENT YEAR-P&I	-	
PRIOR YEARS-BASE TAX	52,681.16	(17,032.81) PRIOR
PRIOR YEARS-P&I	23,612.99	
ROLLBACK	-	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	11,294.07	- PURGED
TOTAL COLLECTIONS	298,961.16	293,212.10
LESS TRANSFERRED	113,814.42	
LESS IN TRANSIT	178,753.96	
LESS DUE TO HCAD COMM. FEE	11.78	
LESS DUE TO CO TREASURER	6,381.00	
BALANCE	-	

\*\*\*\*\*AFFIDAVIT\*\*\*\*\*

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF MISSION, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF OCTOBER 2022 IS CORRECT.

*Pablo (Paul) Villarreal Jr.*  
 \_\_\_\_\_  
 ASSESSOR-COLLECTOR OF TAXES FOR CITY OF MISSION, TEXAS



SWORN AND SUBSCRIBED BEFORE ME THIS 14TH DAY OF NOVEMBER 2022 A.D.

*Jose E. Jaramillo*  
 \_\_\_\_\_  
 NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



**City of Mission, Texas**  
**Summary of Current Levy Tax Collections**  
**As of October 31, 2023**

**2023 Tax Levy**

	<u>M&amp;O</u>	<u>I&amp;S</u>	<u>Total</u>
Original	\$ 27,656,975.25	\$ 4,805,361.00	\$ 32,462,336.25
Adjustments	-	-	-
Adjusted Levy	<u>\$ 27,656,975.25</u>	<u>\$ 4,805,361.00</u>	<u>\$ 32,462,336.25</u>
Collections as of October 2023	<u>\$ 46,515.89</u>	<u>\$ 8,082.08</u>	<u>\$ 54,597.97</u>
Outstanding as of October 2023	<u>\$ 27,610,459.36</u>	<u>\$ 4,797,278.92</u>	<u>\$ 32,407,738.28</u>
Percentage of 2023 Levy Collected as of October 2023	0.17%	0.17%	0.17%

## City of Mission, Texas

### Summary of Delinquent Levy Tax Collections

#### As of October 31, 2023

**2023 Tax Levy**

	M&O	I&S	Total
Original	\$ 1,992,929.59	\$ 405,285.78	\$ 2,398,215.37
Adjustments	-	-	-
Adjusted Levy	<u>\$ 1,992,929.59</u>	<u>\$ 405,285.78</u>	<u>\$ 2,398,215.37</u>
Collections as of October 2023	<u>\$ 81,233.03</u>	<u>\$ 14,710.75</u>	<u>\$ 95,943.78</u>
Outstanding as of October 2023	<u>\$ 1,911,696.56</u>	<u>\$ 390,575.03</u>	<u>\$ 2,302,271.59</u>
Percentage of 2023 Levy Collected as of October 2023	4.08%	3.63%	4.00%

**Delinquent Tax Levy Breakdown**

Year	Beg O/S	Adjustments	Paid	Ending O/S
2022	780,511.56	-	(54,207.24)	726,304.32
2021	329,484.88	-	(20,063.12)	309,421.76
2020	206,287.95	-	(5,450.46)	200,837.49
2019	162,056.20	-	(3,968.21)	158,087.99
2018	115,264.56	-	(5,648.85)	109,615.71
2017	90,066.99	-	(3,050.50)	87,016.49
2016	82,152.48	-	(2,010.98)	80,141.50
2015	71,802.84	-	(829.05)	70,973.79
2014	62,042.60	-	(131.75)	61,910.85
2013	54,131.18	-	(206.87)	53,924.31
2012	49,778.98	-	-	49,778.98
2011	47,725.56	-	(4.79)	47,720.77
2010	51,136.66	-	(243.72)	50,892.94
2009	46,178.50	-	(44.89)	46,133.61
2008	44,800.21	-	-	44,800.21
2007	34,212.77	-	-	34,212.77
2006	27,409.21	-	(83.35)	27,325.86
2005	23,815.19	-	-	23,815.19
2004	22,399.16	-	-	22,399.16
2003	15,657.81	-	-	15,657.81
2002	81,300.08	-	-	81,300.08
	<b>2,398,215.37</b>	<b>-</b>	<b>(95,943.78)</b>	<b>2,302,271.59</b>

**City of Mission, Texas**  
**Combined Property Tax Reconciliation - Receivable Accounts**  
**FY 2023-24**

Item 47.

As of September 30, 2024

	01/08-10900 Current Property Tax Receivable	01/08-11000 Delinquent Property Tax Receivable	combined Rollback Tax Receivable	Outstanding Taxes Prior to Allowance	01/08-11100 Allowance for Uncollectable Property tax	01/08-21900 Outstanding Taxes After Allowance	Deferred Property Tax Revenue	Difference
<b>Beginning Balance</b>	-	2,398,215.37	14,109.88	2,412,325.25	1,051,274.01	1,361,051.24	1,284,291.37	76,759.88
Auditors Adjustments	-	-	-	-	-	-	-	-
<b>Adjusted Beginning Balance</b>	-	2,398,215.37	14,109.88	2,412,325.25	1,051,274.01	1,361,051.24	1,284,291.37	76,759.88
Plus Levy	32,462,336.25	-	-	32,462,336.25	-	32,462,336.25	32,462,336.25	-
Plus Rollback taxes	-	-	130.35	130.35	-	130.35	130.35	-
Less Collections	(54,597.97)	(95,943.78)	(353.09)	(150,894.84)	-	(150,894.84)	(150,894.84)	-
Less Special Inventory	-	-	-	-	-	-	-	-
Adjustments to tax roll	-	-	-	-	-	-	-	-
<b>Ending Balance</b>	<u>32,407,738.28</u>	<u>2,302,271.59</u>	<u>13,887.14</u>	<u>34,723,897.01</u>	<u>1,051,274.01</u>	<u>33,672,623.00</u>	<u>33,595,863.13</u>	<u>76,759.88</u>
<b>Adjustments to allowance</b>	-	-	-	-	-	-	0.00	-
<b>Adjusted Ending Balance</b>	<u>32,407,738.28</u>	<u>2,302,271.59</u>	<u>13,887.14</u>	<u>34,723,897.01</u>	<u>1,051,274.01</u>	<u>33,672,623.00</u>	<u>33,595,863.13</u>	<u>76,759.88</u>
Accrual for September (prior yr)							52,681.16	(52,681.16)
Posted to G/L at 9/30 (Oct 2024)	-	-	-	-	-	-	-	-
Propose audit adj.	-	-	-	-	-	-	-	-
Reconciled to Tax Office Report	<u>32,407,738.28</u>	<u>2,302,271.59</u>	<u>13,887.14</u>	<u>34,723,897.01</u>	<u>1,051,274.01</u>	<u>33,672,623.00</u>	<u>33,648,544.29</u>	<u>24,078.72</u>

	01/08-10900	01/08-11000	
<b>COLLECTIONS AGAINST RECEIVABLE</b>			
collections up to 9/30/23	54,597.97	95,943.78	150,541.75
reverse prior year accrual	-	-	-
rollback taxes	-	353.09	353.09
motor vehicle taxes	-	-	-
accrual for Sept-coll in Oct	-	-	-
Total Collections	<u>54,597.97</u>	<u>96,296.87</u>	<u>150,894.84</u>
<b>RECONCILIATION of RECEIVABLES</b>			
Adjusted balance 9/30/23	-	2,412,325.25	2,412,325.25
Levy	32,462,336.25	-	32,462,336.25
adjustments to tax roll	-	-	-
Roll back taxes	-	130.35	130.35
Total tax collections	<u>(54,597.97)</u>	<u>(96,296.87)</u>	<u>(150,894.84)</u>
Total outstanding taxes 9/30/24	<u>32,407,738.28</u>	<u>2,316,158.73</u>	<u>34,723,897.01</u>

0.0017  
% collection  
  
0.0046

	01/08-300-31000	01/08-300-31200	
<b>COLLECTIONS -REVENUE ACCOUNTS</b>			
	54,597.97	95,943.78	150,541.75
	-	(52,681.16)	(52,681.16)
	-	353.09	353.09
	-	-	-
	-	-	-
	<u>54,597.97</u>	<u>43,615.71</u>	<u>98,213.68</u>
	-	-	-
	54,597.97	43,615.71	98,213.68
	-	-	-
	-	-	-
	<u>54,597.97</u>	<u>43,615.71</u>	<u>98,213.68</u>

<b>RECONCILIATION:</b>			
rollback tax receivables	11,762.33	-	11,762.33
O/S taxes w/out rollback	<u>32,395,975.95</u>	<u>2,316,158.73</u>	<u>34,712,134.68</u>
Total outstanding taxes 9/30/24	<u>32,407,738.28</u>	<u>2,316,158.73</u>	<u>34,723,897.01</u>

**CITY OF MISSION, TEXAS  
COMBINED PROPERTY TAX COLLECTIONS, FY 23-24**

Item 47.

MONTH	CURRENT YEAR TAXES			PRIOR YEAR TAXES				TOTAL TAX COLLECTIONS	P & I		COSTS COLLECTED	LESS COMMISS.	Rendition Penalties	TOTAL COLLECTIONS
	General 01/08-300-31000	I & S	Rollback taxes	General 01/08-300-31200	I & S	Rollback taxes	prior yr accrual		General 01/08-300-31300	I & S				
October	46,515.89	8,082.08	-	-	-	353.09	95,943.78	150,894.84	26,603.58	5,026.47	17,873.59	6,700.00	41.09	193,657.39
November	-	-	-	-	-	-	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-	-	-	-	-	-	-
January	-	-	-	-	-	-	-	-	-	-	-	-	-	-
February	-	-	-	-	-	-	-	-	-	-	-	-	-	-
March	-	-	-	-	-	-	-	-	-	-	-	-	-	-
April	-	-	-	-	-	-	-	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-	-	-	-	-	-	-	-
June	-	-	-	-	-	-	-	-	-	-	-	-	-	-
July	-	-	-	-	-	-	-	-	-	-	-	-	-	-
August	-	-	-	-	-	-	-	-	-	-	-	-	-	-
September	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Collections</b>	<b>46,515.89</b>	<b>8,082.08</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>353.09</b>	<b>95,943.78</b>	<b>150,894.84</b>	<b>26,603.58</b>	<b>5,026.47</b>	<b>17,873.59</b>	<b>6,700.00</b>	<b>41.09</b>	<b>193,657.39</b>
VEHICLES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
total coll tax office	46,515.89	8,082.08	-	-	-	353.09	95,943.78	150,894.84	26,603.58	5,026.47	17,873.59	6,700.00	41.09	193,657.39
Less revenue recognized in prior FY								-						
<b>Total curr yr rev</b>	<b>46,515.89</b>	<b>8,082.08</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>353.09</b>	<b>95,943.78</b>	<b>150,894.84</b>						

**TAX COLLECTIONS  
FOR THE MONTH OF OCTOBER, 2023**

DATE	01-10900	01-11000		01-21900	I&S	08-10900	08-11000		08-21900	Total Tax Collections	P & I		Attorney Fees	Less Commission	Rendition Penalty	Total Collections	
	M&O	M&O				I&S	I&S				General	I & S					
	2023	Current 01-300-31000	Delinquent 01-300-31200	Rollback		Total M&O	2023	Current 08-300-31000	Delinquent 08-300-31200		Rollback	Total I&S					01-300-31300
10/03/23	-	1,140.90	1,231.75		2,372.65	-	185.76	246.58		432.34	2,804.99	1,004.99	196.55	563.78	4,570.31	-	
10/04/23	-	2,448.80	1,357.97		3,806.77	-	398.74	284.43		683.17	4,489.94	1,059.19	197.85	830.25	2,129.69	4,447.54	
10/05/23	-	1,520.27	1,300.91		2,821.18	-	247.54	258.40		505.94	3,327.12	1,056.12	195.47	683.98		5,262.69	
10/06/23	-	1,128.59	536.17	290.45	1,955.21	-	183.76	114.40	62.64	360.80	2,316.01	487.45	92.37	357.84		3,253.67	
10/10/23	-	2,532.84	1,456.17		3,989.01	-	412.42	316.50		728.92	4,717.93	1,283.60	254.79	909.70		7,166.02	
10/11/23	-	1,012.69	674.62		1,687.31	-	164.88	134.65		299.53	1,986.84	659.02	125.70	377.74		3,149.30	
10/12/23	-	1,342.42	2,363.99		3,706.41	-	218.59	487.77		706.36	4,412.77	1,310.49	254.56	808.96		6,786.78	
10/13/23	-	1,368.59	235.79		1,604.38	-	222.82	50.60		273.42	1,877.80	326.07	56.53	298.86		2,559.26	
10/16/23	-	1,575.25	1,042.83		2,618.08	-	256.45	220.75		477.20	3,095.28	1,116.37	222.41	622.71		5,056.77	
10/17/23	-	762.20	224.82		987.02	-	124.10	46.99		171.09	1,158.11	198.80	36.94	138.79		1,532.64	
10/18/23	-	445.38	797.76		1,243.14	-	72.51	173.71		246.22	1,489.36	356.07	73.23	251.48		2,170.14	
10/19/23	-	4,128.62	313.37		4,441.99	-	672.24	65.05		737.29	5,179.28	945.98	159.39	904.72		7,189.37	
10/20/23	-	170.33	-		170.33	-	27.74	-		27.74	198.07	35.77	5.82	35.94		275.60	
10/23/23	-	3,622.84	1,464.95		5,087.79	-	589.89	303.47		893.36	5,981.15	1,361.40	247.67	1,123.90		8,714.12	
10/24/23	-	859.20	654.31		1,513.51	-	139.91	138.29		278.20	1,791.71	562.39	111.87	364.81		2,830.78	
10/25/23	-	1,551.82	1,131.80		2,683.62	-	252.67	238.98		491.65	3,175.27	770.26	146.84	564.81		4,657.18	
10/26/23	4,686.01	3,153.89	1,436.09		4,589.98	814.21	513.55	306.02		819.57	10,909.77	1,201.96	223.57	1,025.26		13,360.56	
10/27/23	7,123.27	2,957.60	807.90		3,765.50	1,237.63	481.56	167.33		648.89	12,775.29	962.23	174.54	729.37		14,641.43	
10/30/23	16,239.00	5,831.89	691.06		6,522.95	2,821.50	949.57	151.60		1,101.17	26,684.62	1,640.49	294.93	1,427.05		30,047.09	
10/31/23	18,467.61	9,062.79	16,893.86		25,956.65	3,208.74	1,475.63	3,414.90		4,890.53	52,523.53	10,264.93	1,955.44	5,853.64	41.09	70,556.45	
<b>Total</b>	<b>46,515.89</b>	<b>46,616.91</b>	<b>34,616.12</b>	<b>290.45</b>	<b>81,523.48</b>	<b>8,082.08</b>	<b>7,590.33</b>	<b>7,120.42</b>	<b>62.64</b>	<b>14,773.39</b>	<b>150,894.84</b>	<b>26,603.58</b>	<b>5,026.47</b>	<b>17,873.59</b>	<b>6,700.00</b>	<b>41.09</b>	<b>193,657.39</b>
JE#				-	-				-	-							-
					-					-							-
Posting	46,515.89	46,616.91	34,616.12	290.45	81,523.48	8,082.08	7,590.33	7,120.42	62.64	14,773.39	150,894.84	26,603.58	5,026.47	17,873.59	6,700.00	41.09	193,657.39

O/S **115,244.97**



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023  
**PRESENTED BY:** Angie Vela, Finance Director  
**AGENDA ITEM:** Authorization to execute 1<sup>st</sup> One Year Renewal Option for Bond Counsel Services - Vela

### NATURE OF REQUEST:

On November 9, 2020 the city awarded a contract to the Perez Law Firm, PLLC for Bond Counsel Services. As part of that contract the City reserved the right to extend for two additional one-year renewal terms.

This would be the first renewal extension of a one-year term with Perez Law Firm, PLLC. The renewal period will be from January 15, 2024 through January 14, 2025. The renewal will have no change in terms and conditions.

**BUDGETED:** 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 *RP*

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

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

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

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

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



December 4, 2023

City of Mission  
Attn: Mr. Edgar E. Chapa  
1201 E. 8<sup>th</sup> Street  
Mission, Texas 78572

Re: RFP 21-001-10-09

Dear Mr. Chapa:

On November 9, 2020, the City of Mission, Texas (the "City") awarded a contract to the Perez Law Firm, PLLC. for Bond Counsel Services. The award allowed for two one-year renewal options on the contract if the terms and conditions remain the same. We are currently in the last few months of the third year of the contract and would like to renew for an additional one-year period. This renewal period will be from January 15, 2024 through January 14, 2025.

We are requesting that you respond to us in writing if this would be acceptable to the City. For your convenience, we are providing a place for the City's signature approval at the bottom of the letter. If in acceptance of this extension, you may sign where indicated. The letter may be returned via email to Rick Perez at [rperez@perezlegal.com](mailto:rperez@perezlegal.com).

Sincerely,

Ricardo Perez

Renewal of contract accepted through January 14, 2025 with no change in terms and conditions as per the City of Mission, Texas bid previously submitted.

Authorized Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

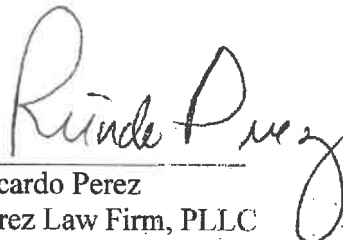
Title: \_\_\_\_\_

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

**EXHIBIT A**

**FEE SCHEDULE CITY OF MISSION, TEXAS**

<u>Par Bond Amounts</u>	<u>Fee</u>
First \$10,000,000	\$20,000.00
\$10,000,001 to \$30,000,000	\$750.00 per million
\$30,000,001 and higher	\$500.00 per million
 Bond Elections	 \$5,000
 Additional Bond Counsel and Legal Services	 \$225.00 per hour Attorneys \$75.00 per hour Paralegals

  
\_\_\_\_\_  
Ricardo Perez  
Perez Law Firm, PLLC  
208 Lindberg Ave,  
McAllen, Texas 78501



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023  
**PRESENTED BY:** Angie Vela, Finance Director  
**AGENDA ITEM:** Approval of Budget Amendment: CDBG Fund, Police State Sharing Fund & Police Federal Sharing Fund - Vela

**NATURE OF REQUEST:**

Approval of the attached budget amendments:

- CDBG Fund – (\$294,644.00 Revenues/Expenditures)
- Police State Sharing Fund – (\$73,722.00 Expenditures)
- Police Federal Sharing Fund – (\$600,862.00 Expenditures)

**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 *RP*

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

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

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

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

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

# CITY OF MISSION BUDGET AMENDMENT REQUEST

FISCAL YEAR: 2023-2024  
 DATE: December 18, 2023  
 DEPARTMENT: Community Development  
 FUND: CDBG

BA-24-01

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE (DECREASE)	PROPOSED BUDGET
04-300-33608	Entitlement B-21	-	171,642.00	171,642.00
04-300-33700	CDBG - CV (CARES)	-	123,002.00	123,002.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
<b>TOTAL</b>		-	294,644.00	294,644.00

## JUSTIFICATION

To carryover revenue accounts and set up budget allocation for current fiscal year 2023-24.

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Finance Director: 

Date: 12/11/2023

City Council Approved on: \_\_\_\_\_

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

# CITY OF MISSION BUDGET AMENDMENT REQUEST

**BA-24-01**

**FISCAL YEAR:** 2023-2024  
**DATE:** December 18, 2023  
**DEPARTMENT:** Community Development  
**FUND:** CDBG

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE (DECREASE)	PROPOSED BUDGET
<b>Entitlement B-21</b>				
04-462-79200	Housing Rehabilitation	25,000.00	25,000.00	50,000.00
04-462-79202	Housing Reconstruction	490,581.00	145,628.00	636,209.00
04-482-34499	Other Professional and Para-Prof Services	1,995.00	1,014.00	3,009.00
<b>CDBG-CV (CARES)</b>				
04-452-64140	Office Supplies	-	310.00	310.00
04-452-56401	Fire Dept/Emergency Mgmt	-	43,938.00	43,938.00
04-452-56581	Food Bank of the RGV	-	2.00	2.00
04-452-56582	Affordable Homes of South Texas Inc	-	62,716.00	62,716.00
04-452-94675	CD-Dept Emergency Asst Program	-	16,036.00	16,036.00
				-
				-
				-
				-
				-
				-
<b>TOTAL</b>		517,576.00	294,644.00	812,220.00

## JUSTIFICATION

To carryover revenue accounts and set up budget allocation for current fiscal year 2023-24.

**Finance Director:** 

**Date:** 12/11/2023

**City Council Approved on:** \_\_\_\_\_

**Date Posted:** \_\_\_\_\_

# CITY OF MISSION BUDGET AMENDMENT REQUEST

**FISCAL YEAR:** 2023-2024  
**DATE:** December 18, 2023  
**DEPARTMENT:** Police  
**FUND:** PD State Sharing Fund

**BA-24-02**

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE (DECREASE)	PROPOSED BUDGET
10-410-64390	Police Supplies	-	20,000.00	20,000.00
10-410-64390	Minor Equipment	-	26,039.00	26,039.00
10-410-74950	Machinery & Equipment	-	27,683.00	27,683.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
<b>TOTAL</b>		-	73,722.00	73,722.00

## JUSTIFICATION

The budget amendment is needed to allocate funds for the 2023-2024 Fiscal Year for the Police Department.

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**Finance Director:**  **Date:** 12/11/2023

**City Council Approved on:** \_\_\_\_\_ **Date Posted:** \_\_\_\_\_

# CITY OF MISSION BUDGET AMENDMENT REQUEST

FISCAL YEAR: 2023-2024  
 DATE: December 18, 2023  
 DEPARTMENT: Police  
 FUND: PD Federal Sharing Fund

**BA-24-03**

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE (DECREASE)	PROPOSED BUDGET
11-410-44640	Repairs & Maint. - Machinery & Equip	-	2,903.00	2,903.00
11-410-64270	Clothing and Uniforms	-	37,964.00	37,964.00
11-410-64280	Police Supplies	-	78,251.00	78,251.00
11-410-64390	Minor Equipment	-	84,302.00	84,302.00
11-410-74950	Machinery & Equipment	-	397,442.00	397,442.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
<b>TOTAL</b>		-	600,862.00	600,862.00

## JUSTIFICATION

The budget amendment is needed to allocate funds for the 2022-2023 Fiscal Year for the Police Department.

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Finance Director: 

Date: 12/11/2023

City Council Approved on: \_\_\_\_\_

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





# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023  
**PRESENTED BY:** Angie Vela, Finance Director  
**AGENDA ITEM:** Approval of Budget Amendment: Designated Purpose Fund - Vela

**NATURE OF REQUEST:**  
 Approval of the attached budget amendments:  
 Designated Purpose Fund – (\$1,951,832.00 Reclassification)

**BUGETED:** N/A      **FUND:** \_\_\_\_\_ **ACCT. #:** \_\_\_\_\_  
**BUDGET:** \$ \_\_\_\_\_ **EST. COST:** \$ \_\_\_\_\_ **CURRENT BUDGET BALANCE:** \$ \_\_\_\_\_  
**BID AMOUNT:** \$ \_\_\_\_\_

**STAFF RECOMMENDATION:**  
 Approval

**Departmental Approval:** None  
**Advisory Board Recommendation:** N/A  
**City Manager’s Recommendation:** Approval *RP*

**RECORD OF VOTE:**

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

\_\_\_\_\_ AYES  
 \_\_\_\_\_ NAYS  
 \_\_\_\_\_ DISSENTING \_\_\_\_\_

# CITY OF MISSION BUDGET AMENDMENT REQUEST

**FISCAL YEAR:** 2022-2023  
**DATE:** December 18, 2023  
**DEPARTMENT:** ARPA Funding  
**FUND:** Designated Purpose Fund

**BA-23-25**

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE (DECREASE)	PROPOSED BUDGET
15-411-34499	Other Professional Services	288,000.00	686,472.00	974,472.00
15-411-64360	Other Repair & Maint. Supplies	-	299,797.00	299,797.00
15-411-64180	Fuel	-	780,920.00	780,920.00
15-411-64370	Road Material	-	184,643.00	184,643.00
15-411-74950	Machinery & Equipment	8,037,395.00	(1,951,832.00)	6,085,563.00
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
<b>TOTAL</b>		8,325,395.00	-	8,325,395.00

## JUSTIFICATION

Budget Amendment is to reallocate funding for government services as allowed by Treasury guidelines from ARPA funding.

**Finance Director:** \_\_\_\_\_

**Date:** 12/13/2023

**City Council Approved on:** \_\_\_\_\_

**Date Posted:** \_\_\_\_\_



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023

**PRESENTED BY:** Susana De Luna, Planning Director

**AGENDA ITEM:** TABLED 11/27/2023: Conditional Use Permit: Cronos Event Center – 601 E. 9<sup>th</sup> Street, Lots 4-8, Block 165, Mission Original Townsite, C-3, Elena Zavala, and Adoption of Ordinance#\_\_\_\_\_ - De Luna

### NATURE OF REQUEST:

On November 8, 2023 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site is located at the NE corner of Business Highway 83 and St. Marie. 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 for life of use subject to: 1) Compliance with all City Codes (Building, Fire, etc.); 2) Resurface and re-stripe parking lot; 3) Add landscaping and lighting; and 4) Must comply with Noise Ordinance.

**Departmental Approval:** N/A

**Advisory Board Recommendation:** P&Z Approval

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

**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 CRONOS EVENT CENTER AT 601 E.  
9<sup>TH</sup> STREET, LOT 4-8, BLOCK 165, MISSION ORIGINAL TOWNSITE**

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of November 8, 2023, 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, November 27, 2023, in the Council Chambers of the City Hall to consider the following conditional use permit:

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

<b>Legal Description</b>	<b>Type</b>	<b>Conditions of Approval</b>
601 E. 9 <sup>TH</sup> Street Lots 4-8, Block 165, Mission Original Townsite	Cronos Event Center	1) Life of Use 2) Compliance with all City Codes (Building, Fire, etc.) 3) Resurface and re-stripe parking lot; 4) Add landscaping and lighting; and 5) Must comply with Noise Ordinance

READ, CONSIDERED AND PASSED, this the 18<sup>th</sup> day of December, 2023.

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

ATTEST:

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

**ITEM# 1.3**

**CONDITIONAL USE PERMIT:** Cronos Event Center  
 601 E. 9<sup>th</sup> Street  
 Lots 4-8, Block 165, Mission Original Townsite  
 C-3  
 Elena Zavala

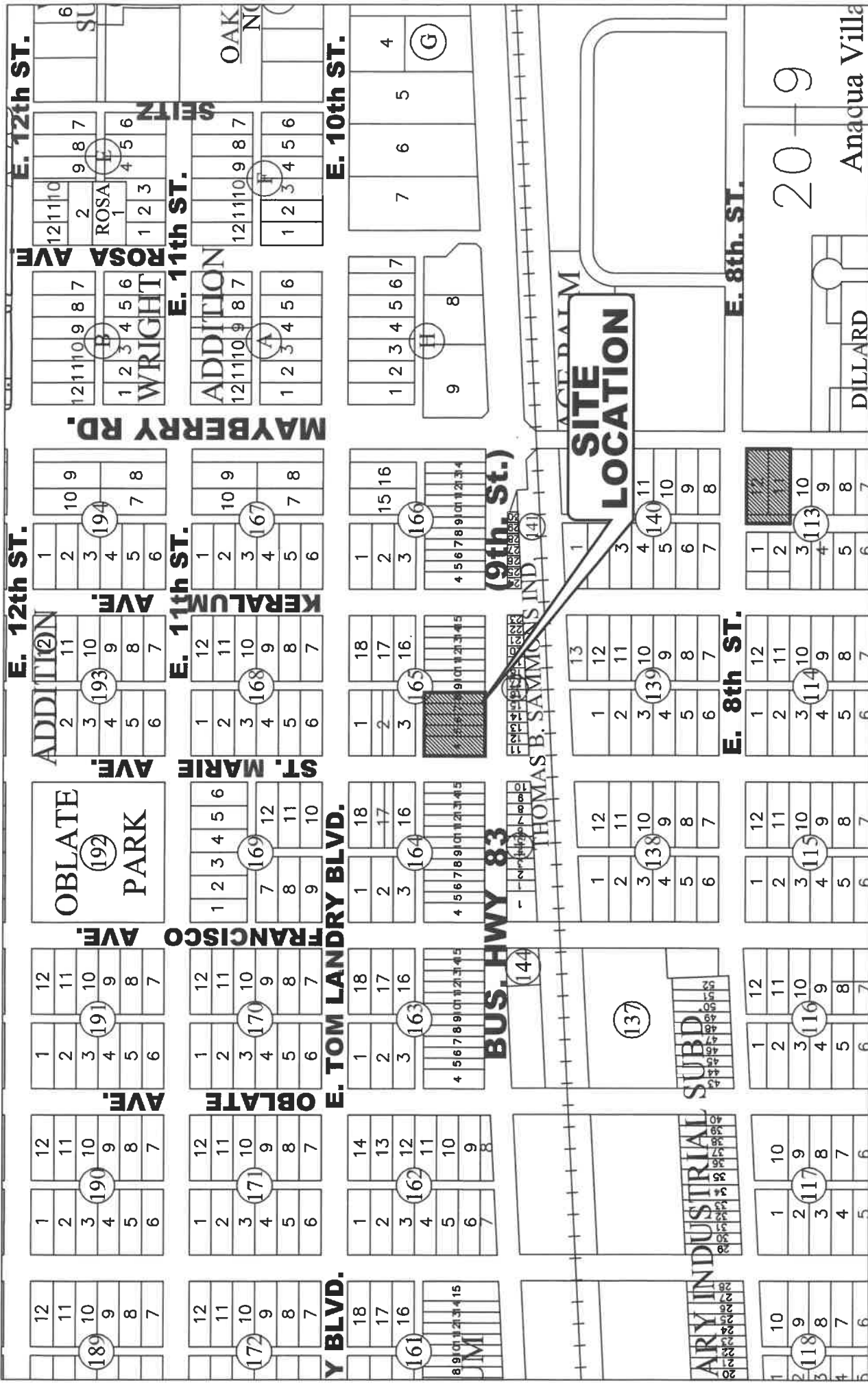
**REVIEW DATA**

The subject site is located at the NE corner of Business Highway 83 and St. Marie – **see vicinity map**. Mrs. Zavala has been using this 1,204 sq. ft. commercial building as an Event Center for such activities as weddings, reunions, birthday parties, seminars, etc. Access to the site is from two driveways off of Business Highway 83 (9<sup>th</sup> Street).

- **Hours of Operation:** Monday – Sunday from 10 a.m. to 12 a.m.
- **Staff:** 1 employee
- **Parking & Landscaping:** In talking with the applicant’s representative, she stated that they were proposing to host only small-scale events of no more than 50 people, which would require 17 parking spaces (1 parking space for every 3 seats = 16.6). There is a total of 25 parking spaces that are held in common. Staff notes that parking lot will need to be resurfaced, re-stripped and landscaping will be required.

**REVIEW COMMENTS:** Staff notes that this building has been used as a banquet and event center since May 2021. Staff mailed out 17 notices to the property owners within a 200’ radius of the site and there have been no comments in favor or against this request forwarded to the Planning Department.

**RECOMMENDATION:** Staff recommends approval for life of use subject to:  
 1) Compliance with all City Codes (Building, Fire, etc.), and  
 2) Must comply with Noise Ordinance.



**CITY OF MISSION**  
 HIDALGO COUNTY, TEXAS  
 1201 E. 8th Street  
 MISSION, TX 75702  
 PH: (956) 580-8672  
 FAX: (956) 580-6680

Item 52.

No.







Item 52.















M5200-00-142-0011-00 ( 239627)  
SOLIZ DAMIAN FIDEL  
1013 E 12TH ST  
MISSION TX 78572

M5200-00-142-0016-00 ( 239629)  
PRONTO REAL ESTATE LLC  
303 NIGHTINGALE AVE  
MCALLEN, TX 78504-1714

M5200-00-142-0018-00 ( 239631)  
BBI SOUTH TEXAS PROPERTIES, LLC  
418 E 12TH STREET  
SAN JUAN, TX 78589-2829

M5200-00-143-0005-00 ( 239634)  
3 DIAMONDS INC  
500 E 9TH ST  
MISSION TX 78572

M5200-00-143-0009-00 ( 239635)  
ROBINSON RICHARD  
/O GEORGE ROBINSON SR  
PO BOX 121  
LOS FRESNOS TX 78566

M5200-00-164-0008-00 ( 239743)  
GUTIERREZ PEDRO  
1710 E 21ST ST  
MISSION TX 78572

M5200-00-164-0012-00 ( 239744)  
SALINAS FLORES MANAGEMENT LLC  
500 E 9TH ST  
MISSION TX 78572

M5200-00-164-0016-00 ( 239745)  
HIDALGO COUNTY TRUSTEE  
PO BOX 178  
EDINBURG TX 78540

M5200-00-164-0017-00 ( 239746)  
PABANT LLC  
1800 CYNTHIA LN  
PALMHURST TX 78573

M5200-00-165-0001-00 ( 239747)  
DILLARD GILBERT JR  
2809 PUEBLO DEL NORTE CT  
MISSION TX 78574

M5200-00-165-0002-00 ( 239748)  
OJEDA JUAN MIGUEL  
C/O JUAN DE DIOS OJEDA  
914 N SAINT MAIRE ST  
MISSION TX 78572

M5200-00-165-0004-00 ( 239749)  
ECLIPSE USA LLC  
PO BOX 2122  
MCALLEN TX 78505

M5200-00-165-0009-00 ( 239750)  
LEAL JAVIER & MARIA  
1612 ISSAAC DR  
MISSION TX 78573

M5200-00-165-0012-00 ( 239751)  
A+ APPLETREE ACADEMY LLC  
619 E 9TH ST  
MISSION TX 78572

M5200-00-165-0016-00 ( 239752)  
HERNANDEZ JAVIER JR  
1960 ZENaida AVE  
MCALLEN TX 78504

M5200-00-165-0017-00 ( 239753)  
GARCIA LORENA & ANDREA NOEMI  
612 E TOM LANDRY ST  
MISSION TX 78572

M5200-00-139-0001-01 ( 675020)  
MEZA JOSE F  
PO BOX 4155  
MCALLEN TX 78502

M5200-00-139-0010-01 ( 675019)  
LOFAM LLC DBA RALT LLC  
2601 ZINNIA AVE  
MCALLEN TX 78504



# CITY OF MISSION

## CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

**MEETING DATE:** December 18, 2023

**PRESENTED BY:** Susana De Luna, Planning Director

**AGENDA ITEM:** TABLED 11/27/2023: Conditional Use Permit: To keep a Portable Building – Auto Sales Office Use, 2118 W. Mile 3 Road, Being the South 3.86 acres of Lot 22, New Caledonia Subdivision, C-3, Bunny’s Motors, LLC, and Adoption of Ordinance#\_\_\_\_\_ - De Luna

### NATURE OF REQUEST:

On November 8, 2023 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site is located near the NE corner of Moorefield Road and West Mile 3 Road. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

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

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

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

**STAFF RECOMMENDATION:** Staff recommends approval subject to: 1) 1 year approval to assess this new operation; 2) Compliance with all City Codes (Building, Fire, Etc.); 3) Must add landscaping and lighting; 4) CUP not to be transferable to other; and 5) Must acquire a business license prior to occupancy.

**Departmental Approval:** N/A

**Advisory Board Recommendation:** P&Z Approval

**City Manager’s Recommendation:** Approval *RP*

**RECORD OF VOTE:**

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

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

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

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

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



**ORDINANCE NO. \_\_\_\_\_**

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

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of November 8, 2023, 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, November 27, 2023, in the Council Chambers of the City Hall to consider the following conditional use permit:

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

<b>Legal Description</b>	<b>Type</b>	<b>Conditions of Approval</b>
2118 W. Mile 3 Road Being the South 3.86 acres of Lot 22, New Caledonia Subdivision	To keep a Portable Building – Auto Sales Office Use	<ol style="list-style-type: none"> <li>1) 1 year approval to assess this new operation;</li> <li>2) Compliance with all City Codes (Building, Fire, Etc.);</li> <li>3) Must add landscaping and Lighting;</li> <li>4) CUP not transferable to others; and</li> <li>5) Must acquire a business license prior to occupancy.</li> </ol>

READ, CONSIDERED AND PASSED, this the 18<sup>th</sup> day of December, 2023.

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

ATTEST:

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

**ITEM# 1.4**

**CONDITONAL USE PERMIT:** To keep a Portable Building –  
 Auto Sales Office Use  
 2118 W. Mile 3 Road  
 Being the South 3.86 acres of Lot 22,  
 New Caledonia Subdivision  
 C-3  
 Bunny's Motors, LLC

**REVIEW DATA**

The subject site is located near the NE corner of Moorefield Road and West Mile 3 Road—see vicinity map. The applicant would like to keep utilizing the existing 24' x 16' portable building as an office for the sale of used autos. Access to the site is off of W. Mile 3 Road. Since the use is not transferable to others, therefore the need for a new conditional use permit. The last CUP approved for this location was on September 13, 2021 for a period of 1 year.

**Hours of Operation:** Monday – Saturday from 9:00 a.m. to 7:00 p.m.

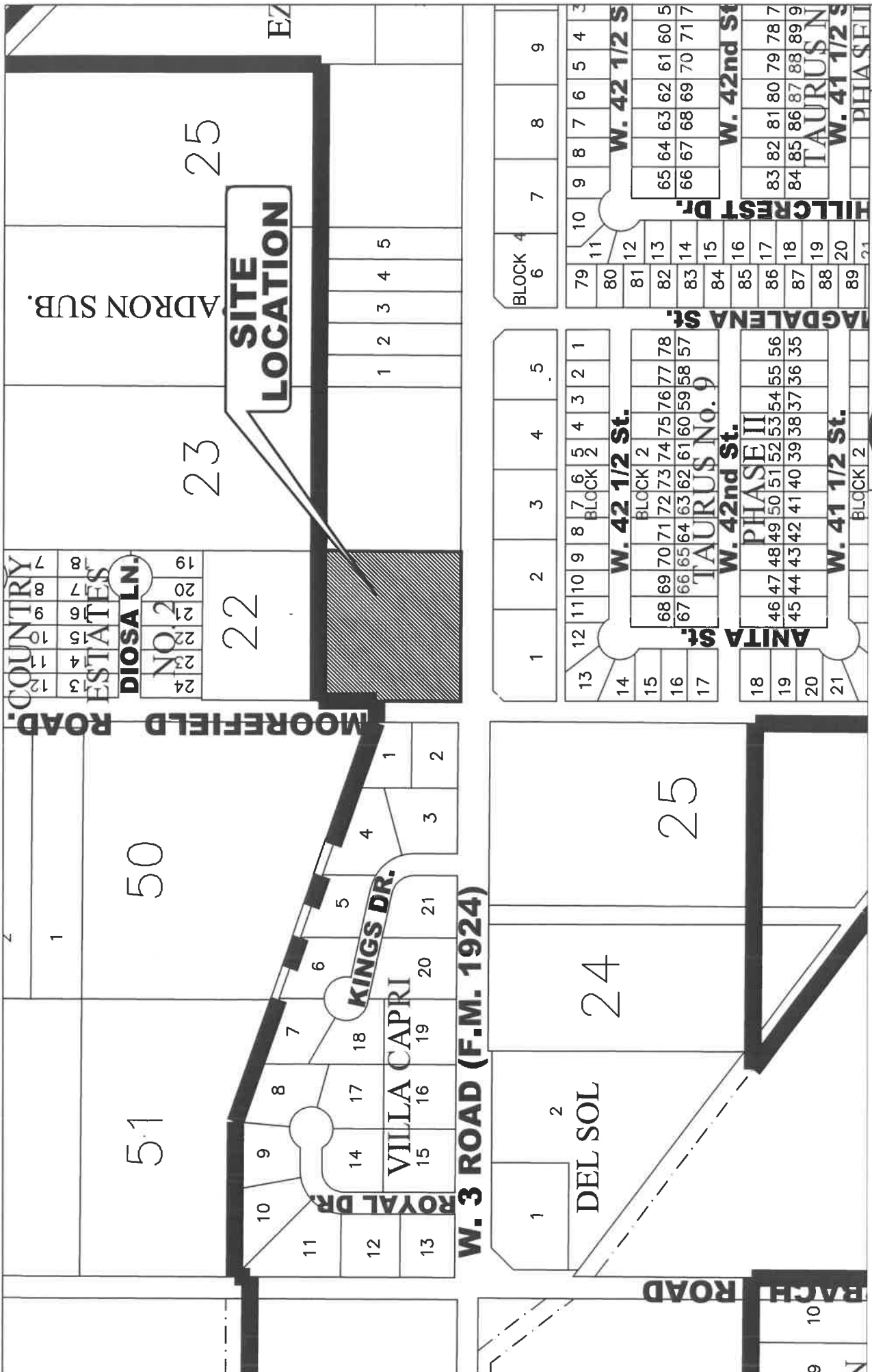
**Staff:** 1 employee

**Parking & Landscaping:** Based on the square footage of the building, 4 parking spaces are required for this business. The applicant has a total of 6 parking spaces, thus meeting code. The applicant will need to add landscaping and lighting to the site.

**REVIEW COMMENTS:** This commercial property was annexed to the City in 2014 and has operated as an auto mechanic shop and used car lot since the early 90's. Staff does not foresee any problems with the office and business proposal.

**RECOMMENDATION:** Staff recommends approval subject to:

- 1) 1-year approval to assess this new operation,
- 2) Compliance with all City Codes (Building, Fire, etc.),
- 3) Must add landscaping and lighting,
- 4) CUP not to be transferable to others, and
- 5) Must acquire a business license prior to occupancy



Item 53.



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











T0941-09-004-0001-00 ( 649646)  
OJEDA NATHALY  
5104 W HIGHLAND AOE  
MCALLEN TX 78501

T0941-09-004-0002-00 ( 649647)  
SALAZAR MARIA D  
PO BOX 3359  
MISSION TX 78573

T0941-09-004-0003-00 ( 649648)  
SALAZAR MARIA D  
PO BOX 3359  
MISSION TX 78573

T0941-09-004-0004-00 ( 649649)  
BARRERA MAGDA A  
606 SYCAMORE DR  
RIO GRANDE CITY TX 78582

N1200-01-000-0025-00 ( 244914)  
CORPORATIVO GARCIA SC  
BLVD MIGUEL ALEMAN 20-804  
TORRE A DORADA COLONIA MOCAMBO  
MEXICO

V3500-00-000-0001-00 ( 314444)  
LARA GUADALUPE & FRANCISCA  
RR 15 BOX 6091-5  
MISSION, TX 78574

V3500-00-000-0002-00 ( 314445)  
OVIEDO HOMERO J. LARA  
417 MARSHALL ST  
MILFORD, DE 19963-2059

V3500-00-000-0003-00 ( 314446)  
ARTEAGA JUAN & MYRNA L  
2204 W MILE 3 RD  
MISSION TX 78574

V3500-00-000-0004-00 ( 314447)  
ARTEAGA JUAN & MYRNA L  
2204 W MILE 3 RD  
MISSION, TX 78574-6766

N1200-03-000-0022-00 ( 245038)  
PUENTE FELIX ROLANDO  
2300 W 3 MILE RD  
MISSION TX 78574

N1200-03-000-0023-01 ( 245041)  
REYES LADISLAO  
2110 W MILE 3 RD  
MISSION TX 78573

N1200-03-000-0023-23 ( 554269)  
GONZALEZ PABLO  
1410 W ROGERS RD  
EDINBURG TX 78541

N1200-03-000-0023-01 ( 245040)  
REYES LADISLAO  
2110 W MILE 3 RD  
MISSION TX 78573-6747



**ITEM# 1.3**

**CONDITIONAL USE PERMIT:** Cronos Event Center  
 601 E. 9<sup>th</sup> Street  
 Lots 4-8, Block 165, Mission Original Townsite  
 C-3  
 Elena Zavala

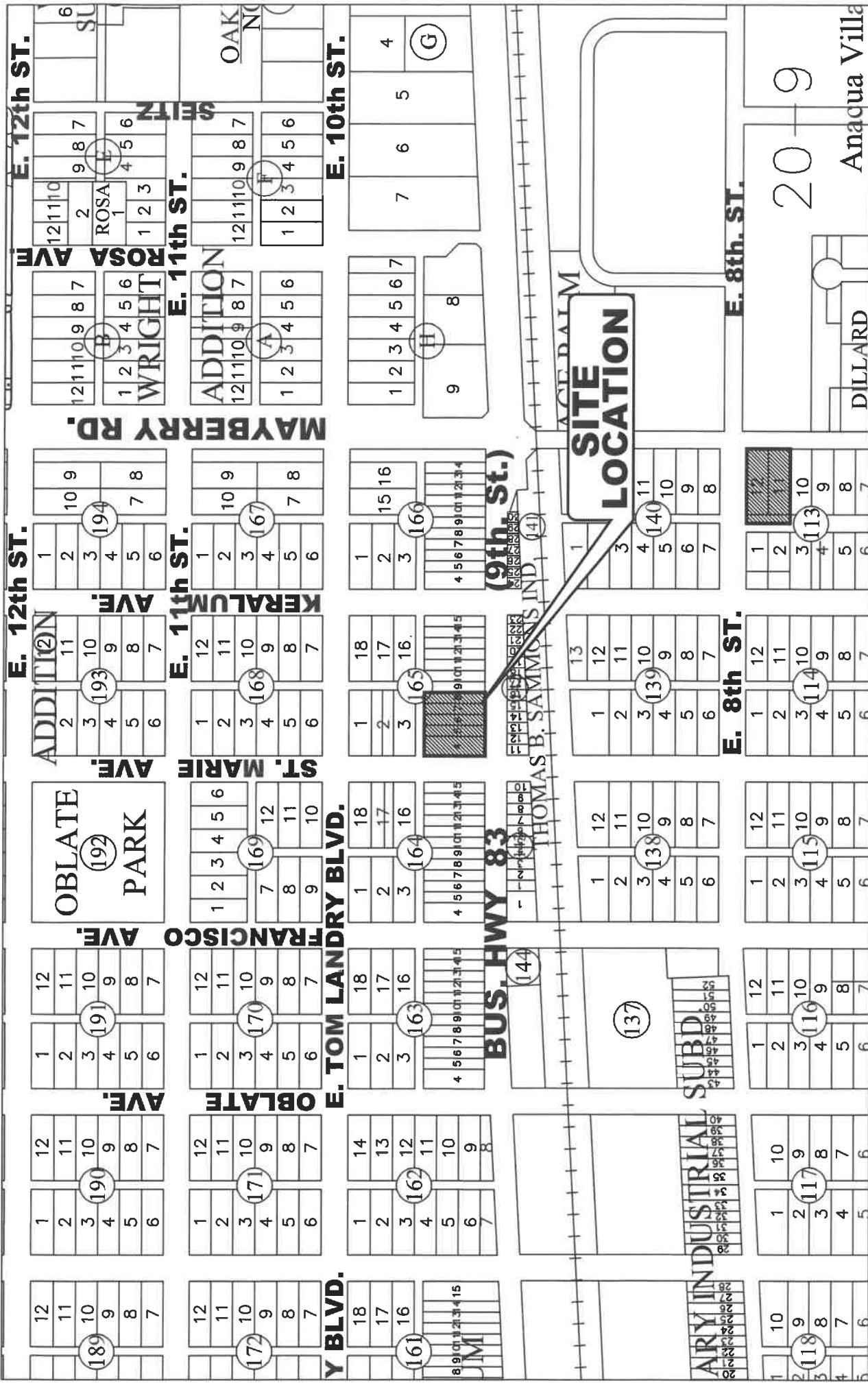
**REVIEW DATA**

The subject site is located at the NE corner of Business Highway 83 and St. Marie – **see vicinity map**. Mrs. Zavala has been using this 1,204 sq. ft. commercial building as an Event Center for such activities as weddings, reunions, birthday parties, seminars, etc. Access to the site is from two driveways off of Business Highway 83 (9<sup>th</sup> Street).

- **Hours of Operation:** Monday – Sunday from 10 a.m. to 12 a.m.
- **Staff:** 1 employee
- **Parking & Landscaping:** In talking with the applicant’s representative, she stated that they were proposing to host only small-scale events of no more than 50 people, which would require 17 parking spaces (1 parking space for every 3 seats = 16.6). There is a total of 25 parking spaces that are held in common. Staff notes that parking lot will need to be resurfaced, re-stripped and landscaping will be required.

**REVIEW COMMENTS:** Staff notes that this building has been used as a banquet and event center since May 2021. Staff mailed out 17 notices to the property owners within a 200’ radius of the site and there have been no comments in favor or against this request forwarded to the Planning Department.

**RECOMMENDATION:** Staff recommends approval for life of use subject to:  
 1) Compliance with all City Codes (Building, Fire, etc.), and  
 2) Must comply with Noise Ordinance.



**CITY OF MISSION**  
 HIDALGO COUNTY, TEXAS  
 1201 E. 8th Street  
 MISSION, TX 75702  
 PH: (956) 380-8672  
 FAX: (956) 380-8680

Item 53.

No.







Item 53.

















M5200-00-142-0011-00 ( 239627)  
 SOLIZ DAMIAN FIDEL  
 1013 E 12TH ST  
 MISSION TX 78572

M5200-00-142-0016-00 ( 239629)  
 PRONTO REAL ESTATE LLC  
 303 NIGHTINGALE AVE  
 MCALLEN, TX 78504-1714

M5200-00-142-0018-00 ( 239631)  
 BBI SOUTH TEXAS PROPERTIES, LLC  
 418 E 12TH STREET  
 SAN JUAN, TX 78589-2829

M5200-00-143-0005-00 ( 239634)  
 3 DIAMONDS INC  
 500 E 9TH ST  
 MISSION TX 78572

M5200-00-143-0009-00 ( 239635)  
 ROBINSON RICHARD  
 /O GEORGE ROBINSON SR  
 PO BOX 121  
 LOS FRESNOS TX 78566

M5200-00-164-0008-00 ( 239743)  
 GUTIERREZ PEDRO  
 1710 E 21ST ST  
 MISSION TX 78572

M5200-00-164-0012-00 ( 239744)  
 SALINAS FLORES MANAGEMENT LLC  
 500 E 9TH ST  
 MISSION TX 78572

M5200-00-164-0016-00 ( 239745)  
 HIDALGO COUNTY TRUSTEE  
 PO BOX 178  
 EDINBURG TX 78540

M5200-00-164-0017-00 ( 239746)  
 PABANT LLC  
 1800 CYNTHIA LN  
 PALMHURST TX 78573

M5200-00-165-0001-00 ( 239747)  
 DILLARD GILBERT JR  
 2809 PUEBLO DEL NORTE CT  
 MISSION TX 78574

M5200-00-165-0002-00 ( 239748)  
 OJEDA JUAN MIGUEL  
 C/O JUAN DE DIOS OJEDA  
 914 N SAINT MAIRE ST  
 MISSION TX 78572

M5200-00-165-0004-00 ( 239749)  
 ECLIPSE USA LLC  
 PO BOX 2122  
 MCALLEN TX 78505

M5200-00-165-0009-00 ( 239750)  
 LEAL JAVIER & MARIA  
 1612 ISSAAC DR  
 MISSION TX 78573

M5200-00-165-0012-00 ( 239751)  
 A+ APPLETREE ACADEMY LLC  
 619 E 9TH ST  
 MISSION TX 78572

M5200-00-165-0016-00 ( 239752)  
 HERNANDEZ JAVIER JR  
 1960 ZENaida AVE  
 MCALLEN TX 78504

M5200-00-165-0017-00 ( 239753)  
 GARCIA LORENA & ANDREA NOEMI  
 612 E TOM LANDRY ST  
 MISSION TX 78572

M5200-00-139-0001-01 ( 675020)  
 MEZA JOSE F  
 PO BOX 4155  
 MCALLEN TX 78502

M5200-00-139-0010-01 ( 675019)  
 LOFAM LLC DBA RALT LLC  
 2601 ZINNIA AVE  
 MCALLEN TX 78504