



AGENDA

Pursuant to V.T.C.A. Gov. Code Section 551.001 et. seq., the City Council of the City of Mission, Texas will hold a regular meeting on **Tuesday, July 14, 2026 at 4:30 p.m.** at the Mission Council Chambers, 1201 E. 8th Street, Mission, Texas to consider the following matters.

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

REGULAR MEETING

CALL TO ORDER AND ESTABLISH QUORUM

INVOCATION AND PLEDGE ALLEGIANCE

DISCLOSURE OF CONFLICT OF INTEREST

PRESENTATIONS

- [1.](#) Proclamation - Parks and Recreation Month - Bentsen
2. Remarks by Bobbie Espericueta on behalf of the Speedy Memorial Foundation
3. Recognition of Mission Fire Department EMS Personnel and Appreciation of First Responders and Emergency Service Agencies - Silva
4. Presentation of Awards received by Mission Police Department - Torres
5. Boys and Girls Club Quarterly Financial Report - Venecia
6. Report from Mission Economic Development Corporation - Teclo Garcia
- [7.](#) Departmental Reports – Terrazas / A. Garcia
8. Citizen's Participation on Specific Agenda Items – Garza

ANNOUNCEMENTS - CITY COUNCIL / CITY MANAGER

PUBLIC HEARING

PLANNING & ZONING RECOMMENDATIONS

None

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

9. Approval of Minutes – Carrillo

Regular Meeting – June 23, 2026

Special Meeting – June 26, 2026

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

Civil Service Commission – April 27, 2026

Ambulance Board Meeting – December 17, 2026

11. Discussion and possible action on matters related to the authorization to solicit Requests for Proposals (RFP) for Bartending Services for the Mission Event Center – A. Lerma

12. Discussion and possible action related to the matter on Authorization to approve 100% Fee Waiver Application for the Greater Gold Foundation – A. Lerma

13. Discussion and possible action on matters related to the authorization to solicit bids for Sand backfill Material for the Public Works Department – Gonzalez

14. Discussion and possible action on matters related to the submittal of a grant application to the National Park Service for the FY25 Underrepresented Communities Grant Program in the amount of \$100,000 with no match required. - Elizalde.

15. Discussion and possible action on matters related to authorization to purchase base radios for Engine 4, Engine 5, Medic 5 and Medic 6 from Motorola Solutions at a cost of \$38,142.64 via Contract 17724-HGAC (TX)-RA05-21. - Silva

16. Discussion and possible action on matters related to the approval of a Reimbursement Agreement between the City of Mission and Mission EDC in the amount of \$42,040 for excavation and trenching work performed at 1407 E. Exp. 83, Mission. - T. Garcia

17. Discussion and possible action on matters related to the approval of a Reimbursement Agreement between the City of Mission and Mission EDC in the amount of \$78,800 for property maintenance at the Cimarron Country Club. - T. Garcia

18. Discussion and Possible Action for the Approval to Waive Rental Fees for Mission Recreation Center - Bentsen

19. Discussion and possible action on matters related to the approval of an Agreement between Galindo Auctions to action certain city property determined to be no longer of use to the city - Roman

20. Discussion and possible action on matters related to the approval of Resolution No. _____ declaring certain City-owned property as surplus and authorizing the disposition of such property – Roman

21. Discussion and possible action on matters related to the authorization to purchase, via financing, (3) three Chevy pickup trucks from SAMES Laredo Chevrolet INC (TIPS #240901), in the amount of \$146,250.00, using budgeted capital outlay funds – Torres

22. Ratification of emergency repairs in the amount of \$634,440 to the 5125 Company for emergency service repairs at the Waste Water Treatment Plant in accordance with Local Government Code, General Exceptions, Paragraph 252.022 (a)(1)(2) - Terrazas
23. Discussion and possible action approving and authorizing the City Manager, or designee, to issue a Request for Qualifications for professional engineering services for the purpose of establishing a pool of pre-qualified engineering firms to provide services to the City of Mission in accordance with Texas Government Code Chapter 2254, and authorizing the City Manager, or designee, to solicit, receive, and evaluate statements of qualifications and bring to council for approval - Terrazas
24. Discussion and possible action approving and authorizing the City Manager, or designee, to issue a Request for Qualifications for professional architectural services for the purpose of establishing a pool of pre-qualified architectural firms to provide services to the City of Mission in accordance with Texas Government Code Chapter 2254, and authorizing the City Manager, or designee, to solicit, receive, and evaluate statements of qualifications and bring to council for approval - Terrazas

APPROVALS AND AUTHORIZATIONS

25. Consideration and possible action on matters related to the approval of Resolution No. _____ ordering a General Election in Mission, Texas on November 3, 2026 providing for the election of Mayor and Councilmembers for Places One and Three – Carrillo
- Consideración y posible acción sobre asuntos relacionados con la aprobación de la Resolución Núm. _____, ordenando una Elección General en Mission, Texas, el 3 de noviembre de 2026, para la elección de Alcalde y Miembros del Concejo Municipal para los Lugares Uno y Tres - Carrillo
26. Discussion and possible action on matters related to the acceptance of a grant award from the Texas General Land Office for the Resilient Communities Program in the amount of \$250,000 with no match requirements and respect to a budget amendment - Elizalde
27. Consideration and possible action on granting a variance to Ordinance No. 2198 to allow the Boys and Girls Club of McAllen fireworks display on Wednesday, July 15, 2026, as part of the Opening Ceremony for the 2026 PONY International Softball World Series at Richard Thompson Stadium, under the supervision of the Mission Fire Department and Fire Prevention Division. - Silva
28. Discussion and possible action on matters related to the approval of solicitation of bids for Hoerner Street Project - Terrazas

UNFINISHED BUSINESS

None

EXECUTIVE SESSION

1. Closed session pursuant to Tex. Gov't Code Section 551.072 (Deliberation regarding real property) related to 1400 West Ray Circle, Mission, Texas
1. Consultation and deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, compensation, resignation, complaints involving, or dismissal of public officers and employees, including discussions regarding City organizational structure,

staffing matters, Council-appointed officials, and related personnel issues pursuant to Texas Government Code § 551.074.

2. Consultation with legal counsel and deliberation regarding governance matters, Council operations, duties and responsibilities of elected officials, charter interpretation, ethics matters, board and commission appointments, intergovernmental relations, and other matters involving the official conduct or responsibilities of the City Council pursuant to Texas Government Code §§ 551.071 and 551.074.

3. Deliberation regarding the purchase, exchange, lease, value, acquisition, disposition, development, use, or potential acquisition or disposition of real property interests and related negotiations pursuant to Texas Government Code § 551.072.

4. Consultation with the City Attorney regarding pending or contemplated litigation, settlement offers, contractual matters, legal risks, privileged communications, statutory interpretation, charter interpretation, enforcement matters, and other legal issues in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Texas Open Meetings Act pursuant to Texas Government Code § 551.071.

5. Discussion regarding complaints, grievances, allegations, administrative investigations, workplace conduct matters, and related personnel or employment issues involving City officers or employees pursuant to Texas Government Code §§ 551.071 and 551.074.

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

1. Consideration and action if any, regarding 1400 West Ray Circle, Mission, Texas

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 08th day of July, 2026 and will remain posted continuously for at least three business days preceding the scheduled date of said meeting, in compliance with Chapter 551 of the Government Code.



Anna Carrillo, City Secretary

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

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

Notice is hereby given that on the **14th day of July, 2026** the City Council of the City of Mission will hold a regular meeting at 4:30 p.m. at 1201 E. 8th Street, Mission, Texas to consider the following matters. The subjects to be discussed are listed on the agenda, which is attached to and made a part of this Notice.

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

Texas Government Code Section:

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

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

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

On this the **08th day of July, 2026** this Notice was emailed to news media who had previously requested such notice and an original copy was posted on the bulletin board at City Hall, 1201 E. 8th Street on said date and will remain posted continuously for at least three business days preceding the scheduled date of said meeting, in compliance with Chapter 551 of the Government Code.



Anna Carrillo, City Secretary

Proclamation

City of Mission



WHEREAS, Parks and Recreation month began in 1985, as a way of recognizing the importance in establishing the quality of life for the people living in our community; and

WHEREAS, parks, recreation activities and leisure experiences provide opportunities for young people to live, grow and develop into contributing members of society; and

WHEREAS, parks and recreation create lifelines and continue life experiences for older members of our community; and

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports of hiking trails, pickleball, table tennis, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, parks and recreation generate opportunities for people to come together and experience a sense of community through fun, recreational pursuits; and

WHEREAS, parks, playgrounds, ball fields, nature trails, open spaces, and historic sites make a community attractive and desirable, while contributing to our ongoing economic vitality; and

WHEREAS, parks, greenways and open space provide a welcome respite from our fast-paced, high-tech lifestyles, while protecting and preserving our natural environment; and

WHEREAS, parks and recreation agencies touch the lives of individuals, families, groups and the entire community, which positively impacts the social, economic and environmental quality of our community.

NOW, THEREFORE, we the City Council of the City of Mission do hereby, do hereby proclaim July 2026 as Parks and Recreation Month in the City of Mission.

PROCLAIMED on this the 14th day of July, 2026.

Norie Gonzalez Garza, Mayor

Jessica Ortega, Councilwoman

Ruben Plata, Mayor Pro Tem

Marissa Ortega Gerlach, Councilwoman

Alberto Vela, Councilman



**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: July 14, 2026

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

AGENDA ITEM: Departmental Reports – Terrazas / A. Garcia

NATURE OF REQUEST:

311 – June 2026

Civil Service – June 2026

Information Technology – June 2026

Veterans State Cemetery – June 2026

City Secretary – June 2026

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

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

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
THROUGH: ANDY GARCIA, CO-CITY MANAGER
FROM: JESSE LERMA, 311 COORDINATOR/CIVIL SERVICE DIRECTOR
SUBJECT: 311 REPORT, JUNE 2026
DATE: JUNE 26, 2026

We have a total of 1049 submissions for June 2026, with a total of 29234 since we began. The system is fully functional and very user friendly. We can customize the system to meet the needs of our daily operations. Our staff have bought into the system and are working on improvements every day. We can find problematic areas using the system and it allows 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.

1. Meeting with Mission Manor HOA and our EOC staff discussing hurricane preparedness
2. Meeting with residents along the Bryan Rd project.
3. Started with the delivery of sandbags for the elderly

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

Thank you!

Topic Counts of Opened Requests
For Date Period From 05/26/2026 Through 06/24/2026

Topic	Count
Animal Control	
Animal Control	664
Bee Complaint	19
Total - Animal Control	683
Code Enforcement	
Accumulation of Items	5
Commercial Parking Lot Maintenance	3
Demolition For Unsafe Buildings	0
Double Occupancy/Hooked RV	0
Health & Sanitation (Nuisance)	14
Home Occupation (Business in a Residential)	1
Illegal Dumping	8
Illegal Signs (Right of Ways, Bandit, Telephone and Garage)	0
IPMC Violations (Property Maintenance)	5
Junked Vehicle on private property	2
No Garage Sales Permit	1
Non Residential Parking/Semi-Truck	0
Parking on Lawn - Grass	6
Sight Obstruction/Sidewalks/Right of Way/Driveway	4
Storage of Vehicles/Boats/Trailers	1
Unsafe/Unsecured Building	3
Weedy Lot	184
Total - Code Enforcement	237
Health	
Food Complaint	0
Food Truck Complaint	0
Grease Trap Complaint	0
Mosquitoes	20
Total - Health	20
Obstructions -Tree/Branches	
MOWING	12
Total - Obstructions -Tree/Branches	12
Parks & Rec	
Graffiti	0
Parks	7
Restrooms	0
Right of way (mowing)	5
Trails	0
Total - Parks & Rec	12
Planning	
Commercial Landscaping	1
Construction Concerns	3
No Business License	0
No Conditional Use Permit	0
P&Z Zoning Violations/Subdivision	0
Total - Planning	4
Police Department	
Illegal Parking	12
Junk/Abandon Vehicle on street	5
Total - Police Department	17
Public Works	
Flooded area/Roadway and streets	0
Foul smell	1
Lift Station	0
Low Water Pressure	1
Mowing (Drainage & Alleys)	9
Obstruction Tree Signs/Tree Trimming	2
Pot Holes	11
Sandbag (Elderly And Disabled)	0
Sewer Concerns	0
Side Walk	1
Street Light	9
Streets/Signs	2
Tires	4
Traffic Signals	2
Water Leaks	4

Total - Public Works		
Sanitation		13
Brush		3
Bulky Items		0
Garbage		0
Obstruction/ Brush		2
Trash		18
Total - Sanitation		
All Topics		1049
Total All Topics		

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
THROUGH: ANDY GARCIA, CO-CITY MANAGER
FROM: JESSE LERMA, CIVIL SERVICE DIRECTOR
SUBJECT: CIVIL SERVICE REPORT, JUNE 2026
DATE: JUNE 26, 2026



1. Mission Fire Department has an entry level examination on June 10, 2026. We had 71 applicants with 58 participants-47 passed. Physical agility exams on going and hiring process will begin immediately.
2. Mission Fire Department has eight (8) openings that need to be filled.
3. Mission Police Department has seven (8) openings. They have an active eligibility list.

1. FF Randy Alvarez-Indefinite Suspension-Requested to hold hearing after the disposition of criminal case-returned to work
2. FF Enrique Lozano-Indefinite Suspension-Requested to hold hearing after disposition of criminal case-we accepted the delay with no back pay.
3. FF (ENG) Jessica Quintanilla-Indefinite Suspension-started process for hearing with Third Party Hearing Examiner
4. PO Javier Lara-Indefinite Suspension-started process for hearing with Third Party Hearing Examiner-hearing set for August 6-7, 2026

THANKS



Information Technology

Departmental Report June 2026

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.

Work Orders

IT goal is to address tickets within 12 business hours. Priority work orders are worked on first. About 450 Work orders closed June 2026.

Technology Equipment and Application Inventory

Confirm all technology inventory city wide. In progress

Phone Message Archive

In progress

Mobile Device Management

In progress

Data Integrity

Review accounts on all systems. In progress

IT Policies and Procedures

Review and introduce new policies as needed. In progress.

Strengthen Security Posture

In progress.

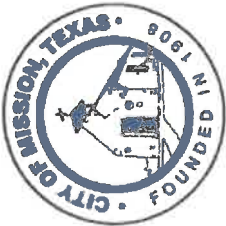
Replace End of life Computers

2025-2026 refresh cycle. Complete



RIO GRANDE VALLEY STATE VETERANS CEMETERY

MONTHLY REPORT



RGV State Veterans Cemetery

2520 South Inspiration Road • Mission, Texas 78572

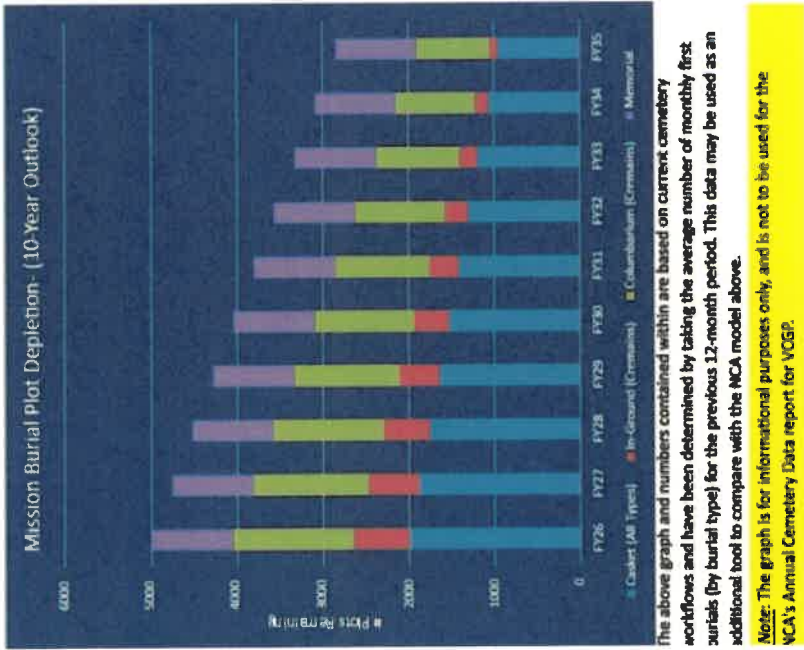
Office: (956) 583-7227 • Fax: (956)-583-7887



Interments June

MISSION - FY 2026			
Interment Options	As of Date	Estimated # Years	Estimated Depletion Date
Casket Burial	3/31/2026	13.64	11/16/2039
n-Ground	3/31/2026	10.95	3/6/2037
Columbarium	3/31/2026	19.37	8/8/2045
Memorial	3/31/2026	960	8/10/2985

The above data is determined using NCA's formula and will be updated quarterly.



Rio Grande Valley State Veterans Cemetery - (Miss				
June - 2026	Double Depth	Standard	Columbarium	In-Ground
Veterans		3	2	6
Spouses		4		
Family Members				
Total	0	7	2	6
Percentage of Total	0.00%	46.67%	13.33%	40.00%



RGV State Veterans Cemetery

2520 South Inspiration Road • Mission, Texas 78572

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



TSVC Unaccompanied Veteran Burial Services



Current interments as of June 2026 -5422



RGV State Veterans Cemetery

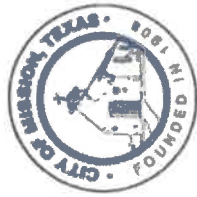
2520 South Inspiration Road • Mission, Texas 78572

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



Events and Ceremonies Inform
Veterans Day Event November

Upcoming Events:
Wreath Across America Event,



RGV State Veterans Cemetery

2520 South Inspiration Road • Mission, Texas 78572

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



Completed Projects:

Irrigation Audit for June 2026 completed

2020 File Migration Completed- pending VLB direction

2021 File Migration Completed- pending VLB direction

2022 File Migration Completed- pending VLB direction

2023 File Migration Completed- pending VLB direction

2024 File Migration Completed- pending VLB direction

Water Conservation Action Plan –On-going 4/2024

Electronic Reporting on IPADs- for all staff (7)

Roof construction to commence –10/6/2025-Completed

Ongoing Projects Pending- VLB OAR- Funded:

Power washing areas with mold with the cemetery

Maintenance Tech II in training for 180 days-Training Plan

Winterization Plan Pending approval City of Mission

Working on Section 35-Realignment & Resetting

Removal of 30% non-usable equipment 11/24/2023

Prepping for NCA inspection 2/2029

Budget Review and Approval for 2026-2027

Ongoing Projects Pending:

Monthly Irrigation Audit-replace broken lines/equipment

100% Pre-registration eligibility review-on going project

Staff cross-training -2026

Clearing/Mowing of 43.17 acres on the NW side-48% done

Digital reporting option (for staff)- currently using this method

2025 File Migration pending completion 10/2026

Water Conservation Action Plan –On-going 1/2026

Irrigation Audit for 2026 on-going

Maintenance Plan for 2026 on-going

Electronic Reporting on IPADs- PM Reporting for equipment

Current interments 5422 as of June 23, 2026

VLB Funded (In-Progress)

Re-alignment on 44 Flat Marker/ Headstone

100% Eligibility Review-Headstone 80% Completed

Construction on Roof/Gates/Service Seals Completed

Fertigation System installed 6/2026- pending additional

VLB Funded (Pending)

Addition of New Space Force Military Branch of Service Seal

Assembly Area

Casket Transport Vehicle Hearse or truck (Flat)

Water Station – on Cemetery Grounds

VLB Funded (Approved)

Bobcat Tool Cat UW56 -2

New Privacy Fence Slats Completed

Electrical Services for Garrison Flag and offices 8/24-Comple

2025-2026 Budget Approved

Administration Building Roofing Replacement Insurance app

Administration Building Roofing Replacement 11/2025 on-g

Installation of Automatic and Remotely Controlled Entry Gat

VLB Funded (Received)

Administration Building Roofing Replacement 11/2025 on-g

Installation of Automatic and Remotely Controlled Entry Gat

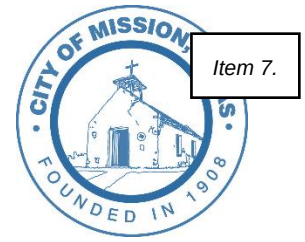
VA Grant Applications Pending:

Public Water Fountains Installed Throughout Grounds

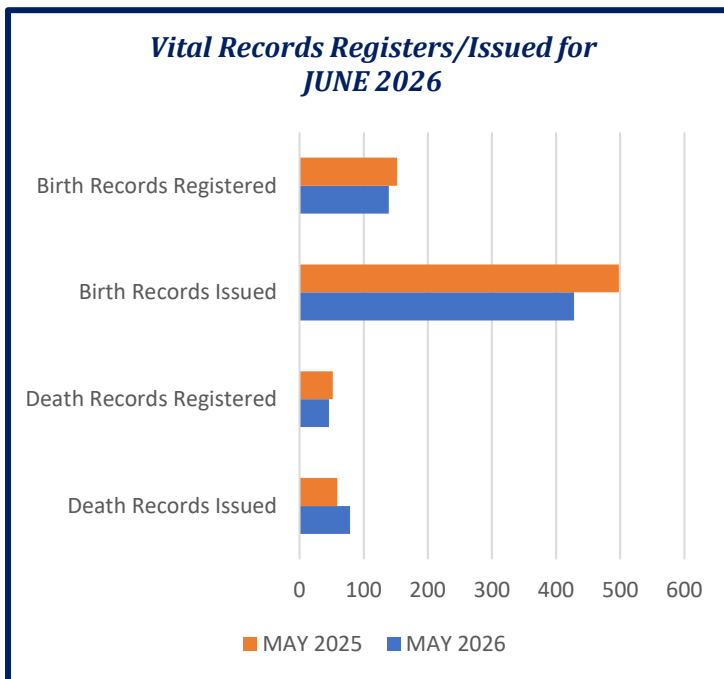
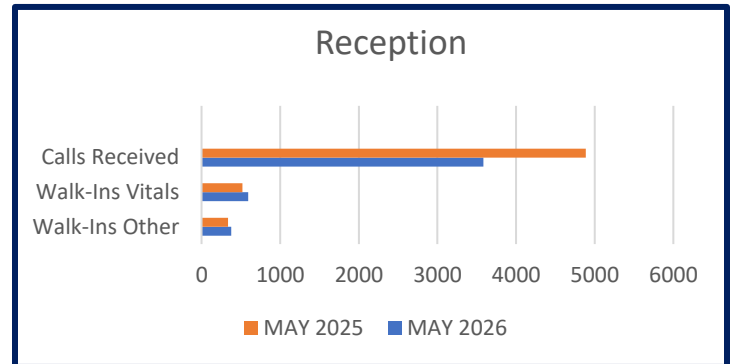
Remotely Controlled Public Digital Display Board for Schedul

Events

CITY SECRETARY MONTHLY REPORT – JUNE 2026



<i>Reception</i>		
JUNE	2026	2025
Calls Received	4,530	5,701
Walk-Ins-Vitals	564	596
Walk-Ins Other Departments	293	346



<i>Vital Statistics</i>				
	JUNE 2026	YTD 2026	JUNE 2025	YTD 2025
Birth Records Registered	152	1199	97	1281
Birth Records Issued	472	4008	539	4156
Death Records Registered	38	432	39	374
Death Records Issued	45	575	59	642
Funds Received	\$11,454	\$98,340	\$12,867	\$102,447

<i>Cemetery</i>					
2025-2026	Laurel Hill	San Jose	Catholic	Baby Space	YTD 25/26
Burials	2	1	3	0	53
Sold Spaces	0	0	0	0	0
2024-2023	Laurel Hill	San Jose	Catholic	Baby Space	YTD 24/25
Burials	5	0	1	0	46
Sold Spaces	0	0	0	0	0



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: July 14, 2026
PRESENTED BY: Anna Carrillo, City Secretary
AGENDA ITEM: Approval of Minutes – Carrillo
 Regular Meeting – June 23, 2026
 Special Meeting – June 26, 2026

NATURE OF REQUEST:

See attached minutes

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

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

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



MINUTES

PRESENT:

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

ABSENT:

ALSO PRESENT:

Martin Garza
Mario Cantu
Christie Gonzalez
Kevin Lawrence
Javier Lara
Dave Hendricks
Juan Cantu

STAFF PRESENT:

Anais Chapa, Assistant City Secretary
Edgar Gonzalez, Deputy City Engineer
Cesar Torres, Chief of Police
Vidal Roman, Finance Director
Xavier Cervantes, Planning Director
Alex Hernandez, Asst Planning Director
Ruben Hernandez, Media Relations
Noemi Munguia, Human Resources Director
Nereyda Peña, Asst. Human Res. Director
Candace Rodriguez, MEDC
Michael Silva, Fire Chief
Michael Elizalde, Dir. Of Grants & Strategic Dev.
Brad Bentsen, Parks & Recreation Director
Jose Cavazos, Police Officer

REGULAR MEETING

CALL TO ORDER AND ESTABLISH QUORUM

With a quorum being present, Mayor Norie Gonzalez Garza called the meeting to order at 4:31 p.m.

INVOCATION AND PLEDGE ALLEGIANCE

Councilwoman Jessica Ortega led the invocation and Pledge of Allegiance

DISCLOSURE OF CONFLICT OF INTEREST

None

PRESENTATIONS

1. Presentation and Recognition of Leadership Mission Class 42 – Hernandez

Candace Rodriguez, Leadership Mission Board Historian, spoke about Leadership Mission Class 42. After a nine month journey, 16 community leaders graduated from the program. These individuals served the community with over 300 volunteer hours and raised over \$13,000

in funding to be used towards the City of Mission's Recycling Drop-Off Center. They dedicated their time and collaborated with different organizations to serve the community. Throughout the year, Leadership Mission had been able to donate \$4,800 to local organizations. They thanked the City and Council for their continuous support and were eager to begin recruiting for Class 43.

2. Presentation - My Impact Community Challenge MCISD Bright Minds Expo. – Hernandez

Sydney Hernandez, Media Relations Director, introduced a group of young students who participated in a community challenge. These students highlighted their "My Impact Community Challenge" which they presented at MCISD's Brith Minds Expo. This project showcased innovative projects designed to address real-world challenges and improve the communities around them through critical thinking, collaboration, and leadership. These students went out to a canal within our city and cleaned it up. They pulled out items that had been thrown in there such as mattresses, tires, gasoline containers, etc. These bring young minds were already making a difference and shaping the future of Mission.

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

Vanessa Hernandez, Vice President of Membership Development & Advocacy, gave an update of the operations of the chamber. They had a ground breaking ceremony for Don Pepe's, and ribbon cuttings for Avid Candlewood Suites Hotel and Style Swap Boutique. The chamber had also presented a check to both MCISD and SISD. They held a successful Member Mixer in collaboration with the RGV Hispanic Chamber at Casa del Taco. They would be hosting a SBDC Webinar on June 24 "Insurance 101 for Small Business Orders". There would be a ribbon cutting ceremony for: Buffalo Wild Wings GO on July 9th, and Monarch Learning Academy on July 31st. GMCC Open House Member Mixer would be held on July 23rd at the Greater Mission Chamber of Commerce. The Buenas Tardes Luncheon would be held on August 12th at the Mission Event Center. They welcomed 12 new members to the chamber. Nominations for Annual Awards were now open as well.

4. Departmental Reports – Terrazas / A. Garcia

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

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

None

ANNOUNCEMENTS - CITY COUNCIL / CITY MANAGER

City Manager – **Stars, Stripes and Smiles (4th of July Festival)** -Thursday, July 2, 2026, from 6:30 pm – 9:00 pm, Lions Park **Sandbag Distribution** Every Saturday (during hurricane season) 8:00 am – 1:00 pm W. 15 Street & Perkins Avenue (next to recycling center); City Offices would be closed Friday July 3rd in observance of Independence Day

City Council – Councilwoman Gerlach praised both Leadership Mission and the MCISD students who made presentations at today's meeting. It was great to see the things that were being accomplished throughout our community.

Mayor – No Comments.

Mayor Garza stated that they would be moving the order of the agenda around and asked if they could break into Executive Session.

At 5:57 p.m., Mayor Pro Tem Plata motioned to move into Executive Session. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

At 6:14 p.m., Mayor Pro Tem Plata motioned to move reconvene. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

PUBLIC HEARING

6. Conduct a Public Hearing and Consideration of Proposed CDBG Annual Action Plan FY 26-27 – Elizalde

The U.S. Department of Housing and Urban Development (HUD) required local jurisdictions to prepare and submit an Annual Action Plan in order to receive federal funds through the Community Development Block Grant (CDBG). The Annual Action Plan (AAP) describes the activities that would be undertaken with CDBG funds in furtherance of the objectives set forth in the Consolidated Plan 2023-2027. A draft of this document was available at the Community Development Office and the City's official website.

In accordance with the Citizen Participation Plan, the Citizens Advisory Committee made their recommendations for the AAP during a meeting held on May 27, 2026. A notice of public hearing was published in the Progress Times on June 5, 2026, which announced two public hearings and a thirty (30) day comment period to solicit input on the proposed projects for the AAP 2026-2027. The 2026 CDBG Allocation is \$889,523.00 with additional program income of \$102,637.67 and reprogramming of funds from FY25-26 in the amount of \$751.38 for a grand total \$992,912.05 available for FY 2026-2027. The purpose of this public hearing was to solicit public comments on the recommended funding allocations. The department would accept comments through the end of the comment period being July 7, 2026.

There were no comments.

PUBLIC HEARING

PLANNING & ZONING RECOMMENDATIONS

7. Conduct a public hearing and consideration of a rezoning request from General Business District ("C-3") to Duplex-fourplex Residential District ("R-2"), being Lot 1, Block 230, Original Townsite of Mission Subdivision, located at the Southeast corner of W. 15th Street and Dunlap Avenue, Applicant: Bel-Mar Properties, LTD c/o Martin Garza, Adoption of Ordinance #5828 - Cervantes

The applicant was requesting to rezone the subject property from General Business District ("C-3") to Duplex-Fourplex District ("R-2") for the proposed construction of a duplex or a triplex apartment complex. The tract of land measured 50 feet along Dunlap Avenue and 150 feet along W. 15th Street for a total of 7,500 square feet. The surrounding zones were Single-family Residential District (R-1) to the West and General Business District (C-3) to the East, North and South. The surrounding land uses were single-family residential homes to the West, North and South. To the East was a proposed used auto sales business. The subject property was vacant. The Future Land Use Map showed the subject property designated for General Commercial uses. The requested rezoning was a down zoning. Notices were mailed to 21 surrounding property owners. Planning staff had not received any phone calls from the surrounding property owners.

Staff and Co-Interim City Managers recommended approval.

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

There were no comments.

Mayor Pro Tem Plata moved to approve a rezoning request from General Business District (“C-3”) to Duplex-fourplex Residential District (“R-2”), being Lot 1, Block 230, Original Townsite of Mission Subdivision, located at the Southeast corner of W. 15th Street and Dunlap Avenue, Applicant: Bel-Mar Properties, LTD c/o Martin Garza, Adoption of Ordinance #5828. Motion was seconded by Councilman Alberto Vela and approved unanimously 5-0.

ORDINANCE NO. 5828

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A REZONING FOR BEING LOT 1, BLOCK 230, ORIGINAL TOWNSITE OF MISSION SUBDIVISION, LOCATED AT THE SOUTHEAST CORNER OF W. 15TH STREET AND DUNLAP AVENUE, FROM (C-3) GENERAL BUSINESS DISTRICT TO (R-2) DUPLEX-FOURPLEX RESIDENTIAL DISTRICT

8. Conduct a public hearing and consideration of a Conditional Use Permit to allow a Portable Building for an Office Use in a property zoned (C-4) Heavy Commercial District, Lot 6, Henry Saenz Subdivision, located at 1523 E. Interstate Highway 2. Applicant: Pitayo Auto Sales and Auto Parts, c/o Ricardo Gomez Jr., Adoption of Ordinance # 5829 – Cervantes

The site was located at the Northwest corner of Interstate Highway 2 and Stewart Road. Pursuant to Section 1.45 (3)(F) of the City of Mission Code of Ordinances, a portable building required the approval of a conditional use permit by the City Council. The applicant, Mr. Ricardo Gomez, was requesting a Conditional Use Permit for a Portable Building to be used as a sales office. The business license was issued on May 28, 2024. The Mission City Council granted the last Conditional Use Permit approved for this location on February 26, 2024, for a period of 6 months. The Permit expired. **Days/Hours of Operation:** Monday – Friday from 10:00 a.m. to 6:00 p.m. and Saturdays from 10:00 a.m. to 5:00 p.m.; Sundays were closed **Staff: 2;** A 193’ x 84’ asphalt area existed in front of the building. It would serve as the display area for vehicles and parking for patrons. A minimum of 5 parking spaces were required for the proposed use based on the square footage of the building. The Planning Staff had not received any objections to the request from the surrounding property owners. Staff mailed out (20) legal notices to the surrounding property owners. In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval as were needed to ensure that a use requested by a conditional use permit was compatible and complementary to adjacent properties.

Staff and Co-Interim City Managers recommended approval subject to the following conditions: 1-year approval to assess this operation; Must continue to comply with all City Codes (Building, Fire, Health, Landscaping, etc.); CUP is not transferable to others; Hours of Operation are from Monday – Friday from 10:00 a.m. to 6:00 p.m. and Saturdays from 10:00 a.m. to 5:00 p.m.; Sundays were closed.

Mr. Xavier Cervantes, Director of Planning, stated that as discussed in the workshop, the conditional use permit would be good for two years with the understanding that there would be no further renewals granted.

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

There were no comments.

Mayor Pro Tem Plata moved to approve the Conditional Use Permit to allow a Portable Building for an Office Use in a property zoned (C-4) Heavy Commercial District, Lot 6, Henry Saenz Subdivision, located at 1523 E. Interstate Highway 2. Applicant: Pitayo Auto Sales and Auto Parts, c/o Ricardo Gomez Jr., Adoption of Ordinance # 5829 for two years with the understanding that there would not be any renewals and this condition was applied to the property and not the owner. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

ORDINANCE NO. 5829

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT TO ALLOW A PORTABLE BUILDING FOR AN OFFICE USE IN A PROPERTY ZONED (C-4) HEAVY COMMERCIAL DISTRICT, LOT 6, HENRY SAENZ SUBDIVISION, LOCATED AT 1523 E. INTERSTATE HIGHWAY 2

9. Conduct a public hearing and consideration of a Conditional Use Permit to Construct a Pool House in a (R-1A) Large Lot Single Family Residential District, being Lot 22, Malmaison Luxe at Trinity Subdivision, located at 1103 Travis Street. Applicant: María Belén Naranjo, Adoption of Ordinance # 5830 - Cervantes

The subject site was located along the East side of Travis Street approximately 545 feet North of Trinity Street. Pursuant to Section 1.371 (3) (d) of the City of Mission Code of Ordinances, a guest house or separate servant's quarters must comply with regulations. The property had an area of 20,355 square feet. The code required a 12,000-square-foot minimum lot. The pool house could not be made available or used for lease, rent, hire, and the owner of such use may not receive remuneration for the use of one of the above, and must be clearly secondary to the primary residence. A pool house shall not have access to a public street (No shared/extended driveway) and shall not have a separate kitchen area or utilities. Proposed activities: The applicant was proposing to construct a pool house for the family. The applicant was proposing to construct a 630 square foot pool house that consisted of a bedroom, bathroom, and a laundry room. Attached to a lounge area for outdoor activities. The Planning staff had not received any objections to the request from the surrounding property owners. Staff mailed out (25) legal notices to surrounding property owners. In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval to ensure that a use requested by a Conditional Use Permit is compatible and complementary to adjacent properties.

Staff and Co-Interim City Managers recommended approval subject to the following conditions: Life of use permit with the understanding it can be revoked for noncompliance; The unit may not have a kitchen or separate utilities and electrical connections, Transferability to other future owners, imposing the same conditions imposed on this applicant, Not to be used for rental purposes.

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

There were no comments.

Mayor Pro Tem Plata moved to approve a Conditional Use Permit to Construct a Pool House in a (R-1A) Large Lot Single Family Residential District, being Lot 22, Malmaison Luxe at Trinity Subdivision, located at 1103 Travis Street. Applicant: María Belén Naranjo, Adoption of Ordinance # 5830. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

ORDINANCE NO. 5830

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT TO CONSTRUCT A POOL HOUSE IN A (R-1A) LARGE LOT SINGLE FAMILY RESIDENTIAL DISTRICT, BEING LOT 22, MALMAISON LUXE AT TRINITY SUBDIVISION, LOCATED AT 1103 TRAVIS STREET

10. Conduct a public hearing and consideration of a Conditional Use Permit to Construct a Studio Guest House, being Lot 65, Sharyland Plantation Monte Real Phase II Subdivision, in a (PUD) Plan Unit Development Single Family Residential District, located at 2803 Grand Canal Drive, Applicant: Pilar Brito, Adoption of Ordinance # 5831 - Cervantes

The subject site was located along the North side of Grand Canal Drive, approximately 150 feet East of the intersection of Grand Canal Drive and Grande Canal Drive. Pursuant to Section 1.371 (3) (d) of the City of Mission Code of Ordinances, a guest house or separate servant's quarters must comply with regulations. The property had an area of 16,029 square feet. The code requires a 12,000-square-foot minimum lot. The studio guest house cannot be made available or used for lease, rent, hire, and the owner of such use may not receive remuneration for the use of one of the above, and must be clearly secondary to the primary residence. A guest house shall not have access to a public street (No shared/extended driveway) and shall not have a separate kitchen area or utilities. Proposed activities: The applicant was proposing to construct a guest house for the family. The applicant was proposing to construct a 636 square feet guest house attached to a secondary 3-car detached garage from the main house. The Planning staff had not received any objections to the request from the surrounding property owners. Staff mailed out (16) legal notices to surrounding property owners. In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval to ensure that a use requested by a Conditional Use Permit is compatible and complementary to adjacent properties.

Staff and Co-Interim City Managers recommended approval subject to the following conditions: Life of use permit with the understanding it can be revoked for noncompliance; The unit may not have a kitchen or separate utilities and electrical connections, Transferability to other future owners, imposing the same conditions imposed on this applicant, Not to be used for rental purposes.

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

There were no comments.

Mayor Pro Tem Plata moved to approve a Conditional Use Permit to Construct a Studio Guest House, being Lot 65, Sharyland Plantation Monte Real Phase II Subdivision, in a (PUD) Plan Unit Development Single Family Residential District, located at 2803 Grand Canal Drive, Applicant: Pilar Brito, Adoption of Ordinance # 5831. Motion was seconded by Councilman Vela and approved unanimously 5-0.

ORDINANCE NO. 5831

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT TO CONSTRUCT A STUDIO GUEST HOUSE, BEING LOT 65, SHARYLAND PLANTATION MONTE REAL PHASE II SUBDIVISION, IN A (PUD) PLAN UNIT DEVELOPMENT SINGLE FAMILY RESIDENTIAL DISTRICT, LOCATED AT 2803 GRAND CANAL DRIVE

11. Conduct a public hearing and consideration of a Conditional Use Permit to allow a Portable Building for an Office Use in a property zoned (C-4) Heavy Commercial District, Lots 3, 4, 5, and 6, Mission Palms Plaza Subdivision, located at 1609 E. Expressway 83. Applicant: Samantha Santos, Adoption of Ordinance # 5832 - Cervantes

The site was located approximately 600 feet East of Stewart Road along the North side of Expressway 83. Pursuant to Section 1.45 (3)(F) of the City of Mission Code of Ordinances, a portable building required the approval of a conditional use permit by the City Council. The applicant, Ms. Samantha Santos, was requesting a Conditional Use Permit for a Portable Building to be used as an office for a retail plant nursery business. The last Conditional Use Permit approved for this location was on September 11, 2023, for Universal Landscaping. **Days/Hours of Operation:** Tuesday – Friday from 9:00 a.m. to 6:00 p.m. and Saturday and Sunday from 9:00 a.m. to 3:00 p.m.; **Staff:** 2 employees; **Parking:** The business required a minimum of 4 parking spaces. The site had a total of 20 spaces, thus in compliance with the parking code requirements. Staff noted that the parking area needed to be re-striped. The Planning Staff had not received any objections to the request from the surrounding property owners. Staff mailed out (20) legal notices to the surrounding property owners. In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval as are needed to ensure that a use requested by a conditional use permit is compatible and complementary to adjacent properties.

Staff and Co-Interim City Managers recommended approval subject to the following conditions: 1-year approval to assess this operation; Must comply with all City Codes (Building, Fire, Health, Landscaping, etc.); Acquire a Business License prior to occupancy; CUP was not transferable to others; Hours of Operation are from Tuesday to Friday from 9:00 a.m. to 6:00 p.m. and Saturday and Sunday from 9:00 a.m. to 3:00 p.m.

Mr. Cervantes stated that as discussed in the workshop, the conditional use permit would be good for two years with the understanding that there would be no further renewals granted.

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

There were no comments.

Mayor Pro Tem Plata moved to approve a Conditional Use Permit to allow a Portable Building for an Office Use in a property zoned (C-4) Heavy Commercial District, Lots 3, 4, 5, and 6, Mission Palms Plaza Subdivision, located at 1609 E. Expressway 83. Applicant: Samantha Santos, Adoption of Ordinance # 5832 with the understanding that there would be no renewals and this condition applied to the property, not the owner. Motion was seconded by Councilman Vela and approved unanimously 5-0.

ORDINANCE NO. 5832

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT TO ALLOW A PORTABLE BUILDING FOR AN OFFICE USE IN A PROPERTY ZONED (C-4) HEAVY COMMERCIAL DISTRICT, LOTS 3, 4, 5, AND 6, MISSION PALMS PLAZA SUBDIVISION, LOCATED AT 1609 E. EXPRESSWAY 83

12. Conduct a public hearing and consideration of a Conditional Use Permit to allow a 40-foot Telecommunications Tower for Internet Development in a (R-4) Mobile & Modular Home District, Wagon City South Recreation Area, Wagon City South Subdivision, along

the North side of Chuck Wagon Drive, approximately 300 feet West of N. Conway Avenue, Adoption of Ordinance # 5833 - Cervantes

The subject site was located approximately 300' West of Conway Avenue along the North side of Chuck Wagon Drive. Per the Code of Ordinance, a Telecommunications Tower required the approval of a Conditional Use Permit by the City Council. The applicant was requesting a Conditional Use Permit for the installation and operation of a 40' wireless communications tower and broadband internet transmission facility. The proposed facility would be used to provide broadband internet and communications services to the residents of Wagon City South. The proposed structure would consist of a 3' x 3' concrete slab with a 40' self-support communications tower with related wireless transmission equipment designed to improve network coverage, reliability, and internet accessibility in the area. The facility would comply with applicable city regulations, engineering requirements, and all FCC/FAA guidelines as required. The proposed use was intended to support expansion of local communications infrastructure and broadband availability for the Wagon City South community. The Planning staff had not received any objections to the request from the surrounding property owners. Staff mailed out (39) legal notices to the surrounding property owners. In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval to ensure that a use requested by a Conditional Use Permit is compatible and complementary to adjacent properties.

Staff and Co-Interim City Managers recommended approval subject to the following conditions: Life of use with the understanding that it could be revoked for non-compliance; Comply with insurance requirements on telecommunications towers; Must comply with all City Codes (Building, Fire, etc.); The installation of a mesh screen or solid buffer along the perimeter of the 3' x 3' concrete slab; Acquisition of a building permit; Must allow for co-location by others; Transferability to others required a new conditional use permit

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

Juan Cantu, President of Wagon City South, stated that they had received for than 65% of the resident's vote in favor of this tower. This was going to be for all of the residents, and he would like to have it approved so that when they return back here, everything can be ready for them.

Mayor Pro Tem Plata moved to approve a Conditional Use Permit to allow a 40-foot Telecommunications Tower for Internet Development in a (R-4) Mobile & Modular Home District, Wagon City South Recreation Area, Wagon City South Subdivision, along the North side of Chuck Wagon Drive, approximately 300 feet West of N. Conway Avenue, Adoption of Ordinance # 5833. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

ORDINANCE NO. 5833

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT TO ALLOW A 40-FOOT TELECOMMUNICATIONS TOWER FOR INTERNET DEVELOPMENT IN A (R-4) MOBILE & MODULAR HOME DISTRICT, WAGON CITY SOUTH RECREATION AREA, WAGON CITY SOUTH SUBDIVISION, ALONG THE NORTH SIDE OF CHUCK WAGON DRIVE, APPROXIMATELY 300 FEET WEST OF N. CONWAY AVENUE

13. Conduct a public hearing and consideration of a Conditional Use Permit for a bar named Par 5 Golf Lounge and for the Sale & On-Site Consumption of Alcoholic Beverages

in a (C-3) General Business District, being Lot 1, Re-subdivision of Plaza Cantera Subdivision (aka Lots 3 and 4, Stewart Plaza Subdivision), located at 1522 E. Expressway 83, Suite 117, Applicant: Par 5 Golf Lounge, LLC, Adoption of Ordinance # 5834 and Wet Zone Ordinance #5835 - Cervantes

The subject site was located at the Southwest corner of Stewart Road and Expressway 83 Frontage Road. Per the Code of Ordinance, a bar and the sale & on-site consumption of alcoholic beverages require the approval of a Conditional Use Permit by the City Council. The applicant was leasing a 1,950 square foot suite within a commercial plaza for an indoor golf simulator entertainment venue and would like to offer the sale and on-site consumption of alcoholic beverages to his customers. The proposed use was recreation/entertainment in character. The guests reserve simulator bays to play virtual rounds, practice, or take lessons in a supervised environment. The applicant would not have live amplified outdoor music, no outdoor speakers, no drive-thru, that would conflict with adjacent uses. Hours of Operation: Monday – Wednesday from 12:00 pm to 12:00 a.m., Thursday – Saturday from 12:00 p.m. to 2:00 a.m., and Sunday from 1:00 p.m. to 2:00 a.m. Staff: 6 employees The parking was held in common for this commercial plaza; there was a total of 218 parking spaces that are shared with other businesses. The maximum capacity for this venue was 35 people. The Planning staff had not received any objections to the request from the surrounding property owners. Staff mailed out (14) legal notices to the surrounding property owners. In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval to ensure that a use requested by a Conditional Use Permit is compatible and complementary to adjacent properties.

Staff and Co-Interim City Managers recommended approval subject to the following conditions: 1 year approval to continue to assess this new operation; Must comply with all City Codes (Building, Fire, Health, etc.); Must comply with TABC requirements; Acquire a business license prior to occupancy; CUP was not transferable to others; Must have a minimum of one (1) Level II Security Officer from 8:00 p.m. to 2:00 a.m. or as required in Section 1.56, Subsection 3 of the Code of Ordinance; Maximum occupancy was 35 people; Must have security cameras inside and outside with a minimum 30-day retention; Must comply with the noise ordinance; Hours of operation to be as followed: Monday – Wednesday from 12:00 p.m. to 12:00 a.m., Thursday – Saturday from 12:00 p.m. to 2:00 a.m., and Sunday from 1:00 p.m. to 2:00 a.m.; One water closet and one lavatory required for each gender prior to the issuance of a business license

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

There were no comments.

Mayor Pro Tem Plata moved to approve a Conditional Use Permit for a bar named Par 5 Golf Lounge and for the Sale & On-Site Consumption of Alcoholic Beverages in a (C-3) General Business District, being Lot 1, Re-subdivision of Plaza Cantera Subdivision (aka Lots 3 and 4, Stewart Plaza Subdivision), located at 1522 E. Expressway 83, Suite 117, Applicant: Par 5 Golf Lounge, LLC, Adoption of Ordinance # 5834 and Wet Zone Ordinance #5835. Motion was seconded by Councilman Vela and approved unanimously 5-0.

ORDINANCE NO. 5834

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT FOR A BAR NAMED PAR 5 GOLF LOUNGE AND FOR THE SALE & ON-SITE CONSUMPTION OF ALCOHOLIC BEVERAGES IN A (C-3) GENERAL

BUSINESS DISTRICT, BEING LOT 1, RE-SUBDIVISION OF PLAZA CANTERA SUBDIVISION (AKA LOTS 3 AND 4, STEWART PLAZA SUBDIVISION), LOCATED AT 1522 E. EXPRESSWAY 83, SUITE 117

ORDINANCE NO. 5835

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
1522 E. EXPRESSWAY 83, SUITE 117 – PAR 5 GOLF LOUNGE

14. Conduct a public hearing and consideration of a Conditional Use Permit Renewal for a Mobile Food Unit – Tony's Hot Dogs & More in a property zoned (C-3) General Business District, being the South 3.86 acres out of Lot 22, New Caledonia Subdivision, located at 2120 West Mile 3 Road. Applicant: Andres Antonio Cruz Torres, Adoption of Ordinance #5836- Cervantes

The subject was located at the Northeast corner of Moorefield and West 3 Mile Road. The applicant was leasing a space from the Puente Tire Center for the operation. Per the Code of Ordinance, a mobile food unit required the approval of a conditional use permit by the City Council. The applicant has had a mobile food unit in operation since December 2011. The city annexed the property on January 14, 2013. The applicant stopped the operation of the food sales on May 11, 2025, due to a traffic accident that damaged the unit. The City Council approved the C.U.P. on June 23, 2025, and he resumed operations at the site. The business license was issued on July 25, 2025. The location followed the city's new distance regulations ordinance for mobile food units. The nearest mobile food unit was at 1900 W. Griffin Parkway (10,704 feet away) and at 3314 N. Conway (11,101 feet away). The proposed hours of operation were Tuesday to Saturday from 7:00 p.m. to 1:00 a.m.; Staff: 3 employees; Parking: The applicant was proposing to have four (4) tables with four (4) chairs each for a total of 16 seating spaces. He would be required to have 5 parking spaces (1 parking space for every 3 seats = 5.3). The Planning staff had not received any objections to the request from the surrounding property owners. Notices were mailed to 16 surrounding property owners.

Staff and Co-Interim City Managers recommended approval subject to the following conditions: Permit for two years to re-evaluate this operation; Must comply with all City codes (Building, Fire, Health, and Sign, etc.); Restrooms must be accessible to the employees and patrons at all times; Must provide a minimum of 5 parking spaces at all times; Hours of operation were Tuesday to Saturday from 7:00 p.m. to 1:00 a.m.; The conditional use permit was not transferable to others

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

There were no comments.

Mayor Pro Tem Plata moved to approve a Conditional Use Permit Renewal for a Mobile Food Unit – Tony's Hot Dogs & More in a property zoned (C-3) General Business District, being the South 3.86 acres out of Lot 22, New Caledonia Subdivision, located at 2120 West Mile 3 Road. Applicant: Andres Antonio Cruz Torres, Adoption of Ordinance #5836. Motion was seconded by Councilman Vela and approved unanimously 5-0.

ORDINANCE NO. 5836

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT RENEWAL FOR A MOBILE FOOD UNIT – TONY'S HOT DOGS & MORE IN A PROPERTY ZONED (C-3) GENERAL BUSINESS DISTRICT, BEING THE SOUTH 3.86 ACRES OUT OF LOT 22, NEW CALEDONIA SUBDIVISION, LOCATED AT 2120 WEST MILE 3 ROAD

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

15. Approval of Minutes – Carrillo

Regular Meeting – June 9, 2026

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

Planning & Zoning Commission – May 20, 2026

Parks & Recreation – May 12, 2026

Golf Course Advisory Board – May 13, 2026

Audit Committee – April 30, 2026

17. Consideration and possible action on matters related to the request by the County of Hidalgo Elections Department for the use of Bannworth Gym and Parks and Recreation Gym as polling locations for Early Voting and Election Day for the November 3, 2026 General Election and the December 12, 2026 General Runoff Election – Carrillo

Approval was requested for the use of the Bannworth Gym and the Mission Parks & Recreation Gym as polling locations for the November 3, 2026 General Election and the December 12, 2026 General Runoff Election.

For the General Election, early voting would be conducted from October 19 through October 30, 2026, with Election Day on November 3, 2026.

For the General Runoff Election early voting would be conducted from November 30 through December 8, 2026, with Election Day on Saturday, December 12, 2026.

These facilities would serve as designated voting locations for both early voting and Election Day activities.

18. Discussion and possible action on matters related to Soliciting Bids for Sludge Management Services for Water Treatment Plants, Wastewater Treatment Plant, & Pre-Treatment Plant – Gonzalez

The City of Mission was in contract with C&C Waste Management dba: CB3 Hauling (BID: 23-466-07-14) from August 21, 2025, through August 20, 2026. Staff was seeking authorization to solicit bids for Sludge Management Services.

Staff was seeking authorization to solicit bids for Sludge Management Services for Water Treatment Plants, Wastewater Treatment Plant, & Pre-Treatment Plant

19. Discussion and Possible Action on Matters Related to Authorization to Exercise the Second and Final One-Year Renewal Option for RFB 24-570-06-26 Chlorine Gas for Water Treatment Plants – Gonzalez

Staff was requesting authorization to exercise the second and final one-year renewal option under Bid No. 24-570-06-26 for the supply and delivery of Chlorine Gas for the North and South Water Treatment Plants with PVS DX, Inc.

The original contract provided for an initial one-year term with two (2) additional one-year renewal options. This request represented the second and final renewal option and would extend the contract term from July 11, 2026, through July 10, 2027.

Purchases would be made on an as-needed basis and are subject to available funding.

The contract pricing shall remain unchanged during the renewal term at \$2,378.00 per ton cylinder

20. Discussion and Possible Action on Matters Related to Authorization to Exercise the First One-Year Renewal Option for RFB 25-519-06-11 Pump Repair and Maintenance Services for the Water Treatment Plants, Wastewater Treatment Plant, Industrial Pretreatment Plant, and Water Distribution System – Gonzalez

Staff was requesting authorization to exercise the first of two available one-year renewal options under Bid No. 25-519-06-11 for Pump Repair and Maintenance Services with J&E Lift Station Services, Inc.

The original contract provided for an initial one-year term with two (2) additional one-year renewal options. This request represented the first renewal option and would extend the contract term from July 21, 2026, through July 20, 2027.

J&E Lift Station Services, Inc. had submitted a written request to renew the agreement for an additional one-year term with a 5% increase to the current pricing schedule.

The renewal was recommended based on the continued operational needs of the Water Treatment Plants, Wastewater Treatment Plant, Industrial Pretreatment Plant, and Water Distribution System. Quantities are estimated only, and services will be utilized on an as-needed basis subject to available funding

21. Discussion and Possible Action on matters related to the Authorization to purchase Traffic Cameras from Mobotrex in the amount of \$27,940, via BuyBoard Contract #795-26 for Public Works – Gonzalez

Staff was seeking authorization to purchase 2 Vide Detection Systems, 4 360 Detection Camera Units & accessories from Mobotrex via Buy Board #795-26 in the amount of \$27,940.00. As Mission grew in population and commercial activity, traffic congestion had become a major concern. This proposal recommended installing AI-powered traffic detection cameras at key intersections to improve traffic flow, enhance safety, and support the city's continued economic development.

Target Locations for AI Camera Deployment; Bryan Rd & Griffin Parkway (495), Holland Rd & Griffin Pkwy (495)

22. Discussion and possible action on matters related to Authorization to Extend First & Final One-Year Renewal Service Agreement between the City of Mission and Lone Star Citrus Growers Agreement – Gonzalez

Staff was recommending an Extension for First & Final Renewal of Sanitary Sewer Service Agreement between the City of Mission and Lone Star Citrus Growers in accordance with Local Government Code Chapter 552, City of Mission Charter, and Code of Ordinances. The renewal authorizes Lone Star Citrus Grower to dispose of industrial wastewater at the City of Mission Industrial Pre-treatment plant for an additional one-year term, June 1, 2026 through May 31, 2027. Fees associated with disposal were based on meter readings (gallons), Industrial Waste BOD (biochemical Oxygen Demand) and SS (Suspended Solids) Surcharge as described in the agreement.

23. Discussion and possible action on matters related to the authorization to purchase Lawn Maintenance Equipment from MAE Power Equipment via Sourcewell Contract # 112624-SCG and Sourcewell Contract # 112624-STIHL in the amount of \$26,901.34 – Bentsen

Seeking authorization to purchase lawn maintenance equipment from MAE Power Equipment via Sourcewell Contract # 112624-SSG and Sourcewell Contract # 112624-STIHL. Equipment to be used for the weekly lawn and tree care maintenance of City Parks, Facilities and Right of Ways. Equipment to be purchased include two Scag Tiger Cat 61" 26 HP mowers at a cost of \$21,645.24 for both along with minor lawn maintenance equipment that included the purchase of four string line trimmers, three extendable pole pruners, one fixed pole pruner and two backpack blowers at a combined cost of \$5,256.10. Total purchase price of equipment is \$26,901.34.

24. Discussion and possible action on matters related to the Approval of Interlocal Agreement between City of Mission and Sharyland Independent School District for Pool Use – Bentsen

City of Mission and Sharyland ISD desire to enter into an Interlocal Agreement for the purpose of use of the Natatorium Facility at Bannworth Park located at 1822 North Shary Road and Mayberry Pool Facility located at 115 South Mayberry Road by both Sharyland ISD Jr. High Schools and both Sr. High Schools. The agreement was for the 2026-2027 school year at a cost of \$10,980.00.

25. Discussion and possible action on matters related to the Authorization to solicit Request for Proposals for Third Party Administrator/Network, Pharmacy Benefit Management (PBM), International Sourcing of FDA Approved Prescription Drugs, Stop Loss and Voluntary Dental Insurance – Munguia

In 2023, the City of Mission entered into a contractual agreement with Blue Cross Blue Shield of Texas for Third Party Administrator/Network, Pharmacy Benefit Management (PBM), International Sourcing of FDA Approved Prescription Drugs, Stop Loss and Voluntary Dental Insurance. The terms for this contract were for three years with two one-year renewal options for TPA and PBM and one year with four one-year renewal options for Stop Loss Insurance. Staff is seeking authorization to solicit proposals for Third Party Administrator (TPA)/Network, Pharmacy Benefit Management (PBM), International Sourcing of FDA Approved Prescription Drugs, Stop Loss and Voluntary Dental Insurance

26. Discussion and possible action on matters related to the authorization to re-enter into an Interlocal Agreement for the Educational Resource Officer Program between the City

of Mission and the Mission Consolidated Independent School District, in the amount of \$1,166,679.36, for the 2026–2027 school year - Torres

A total of fifteen (15) police officers would be assigned to the Mission C. I.S.D. during the 2026-2027 school year. The total amount of the Interlocal agreement was 1,166,679.36 for the purpose of continuing the Educational Resource Officer Program at Mission Consolidated Independent School District

27. Discussion and possible action on matters related to the authorization to re-enter into an Interlocal Agreement for the Educational Resource Officer Program between the City of Mission and the Sharyland Independent School District in the amount of \$446,559.51 for the 2026-2027 school year – Torres

A total of six (6) police officers would be assigned to the Sharyland I.S.D. during the 2026-2027 school year. The total amount of the Interlocal agreement was \$446,559.51 for the purpose of continuing the Educational Resource Officer Program at Sharyland Independent School District.

28. Discussion and possible action on matters related to the authorization of the honorary transfer of Corporal Jose Luis “Speedy” Espericueta’s service firearm to an eligible surviving family member pursuant to Texas Government Code § 615.102 – Torres

In recognition of Corporal Jose Luis “Speedy” Espericueta’s dedicated service to the community, and pursuant to Texas Government Code § 615.102, the Mission Police Department was requesting to authorize the transfer, at no cost, of the officer's previously issued duty firearm to the eligible surviving family member. The transfer would serve as a lasting memorial of the officer's commitment to public service and sacrifice. The firearm being transferred was a Glock 17 9mm Semi Auto pistol – Serial # BACG582.

29. Discussion and possible action on matters related to the acceptance of a grant award for the FY25 State Homeland Security Program-Regular Project from the Office of the Governor in the amount of \$50,131.75 with no match requirement and respect to a budget amendment – Elizalde

The Mission Fire Department was seeking authorization to accept a grant award for the FY25 State Homeland Security Program-Regular Project from the Office of the Governor. The project would allow the acquisition of six (6) APX 6000 Series P25 Portable Radios. The total award was in the amount of \$50,131.75 and did not have a match requirement.

30. Discussion and possible action on matters related to the acceptance of a grant award for the FY25 State Homeland Security Program-Regular Project from the Office of the Governor in the amount of \$26,684.65 with no match requirement and respect to a budget amendment – Elizalde

The Mission Fire Department was seeking authorization to accept a grant award for the FY25 State Homeland Security Program-Regular Project from the Office of the Governor. The project would allow the acquisition of a 22 Ft. Big Tex Long Tilt Trailer, Haulmark Passport Enclosed pull trailer, and PPE for the fire prevention bureau. The total award was in the amount of \$26,684.65 and did not have a match requirement.

Mayor Pro Tem Plata moved to approve all consent agenda items 15 thru 30 as presented. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

APPROVALS AND AUTHORIZATIONS

31. Acceptance of the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2025 – Roman

Acceptance of the Annual Comprehensive Financial Report (AFR) for fiscal year ended 09/30/25 for the City of Mission.

Ricky Longoria from Burton McCumber & Longoria LLP, CPA's and Advisors, would be available to present and answer any questions from the council in reference to the audit.

Staff and Co-Interim City Managers recommended approval.

Mr. Vidal Roman, Finance Director, requested that this item be tabled.

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

After item 34 was discussed, Mr. Andy Garcia, Co-Interim City Manager, suggested that we come back to this item. He then asked if they could rescind the motion given and take no action on this item.

There was no action taken on this item.

32. Discussion and possible action on matters related to the acceptance of a grant award for the FY25 Operation Stonegarden Program from the Office of the Governor in the amount of \$300,000 with no match requirement and respect to a budget amendment – Elizalde

The Mission Police Department was seeking authorization to accept a grant award for the FY25 Operation Stonegarden Program from the Office of the Governor in the amount of \$300,000 with respect to a budget amendment. The project would allow the department to support overtime costs to increase patrol presence throughout the city and especially around the U.S. Mexico border. The program did not have a match requirement.

Staff and Co-Interim City Managers recommended approval.

Councilwoman Gerlach moved to accept a grant award for the FY25 Operation Stonegarden Program from the Office of the Governor in the amount of \$300,000 with no match requirement and respect to a budget amendment. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

33. Discussion and possible action on matters related to Resolution #2064 authorizing the submittal of a grant application to the Texas General Land Office for the Disaster Recovery Reallocation Program in the amount of \$2,000,000 with a 10% cash match requirement to be paid from the 2025 CO Bond – Elizalde.

On May 12, 2026, the City of Mission received an invitation to submit a full application from its initial submission during the call for projects pertaining to the Disaster Recovery Reallocation Program (DRRP). The project would support street improvements throughout Holland Avenue, which were identified as impacted during the 2018 flood event. The total project request was for \$2,000,000 and required a 10% cash match of \$200,000 to be paid from the 2025 CO Bond.

Staff and Co-Interim City Managers recommended approval.

Councilman Vela moved to approve Resolution #2064 authorizing the submittal of a grant application to the Texas General Land Office for the Disaster Recovery Reallocation Program in

the amount of \$2,000,000 with a 10% cash match requirement to be paid from the 2025 CO Bond. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

RESOLUTION NO. 2064

A RESOLUTION OF THE CITY COUNCIL OF MISSION, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE TEXAS GENERAL LAND OFFICE (GLO) FOR THE DISASTER RECOVERY REALLOCATION PROGRAM (DRRP) AND AUTHORIZING THE MAYOR AND/OR CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE FOR THE CITY'S PARTICIPATION IN THE CDBG-DR PROGRAM.

34. Discussion and possible action on matters related to Resolution No. 2065 authorizing the submittal of a grant application and approval of signatory designees to the Texas Water Development Board for the Water Supply and Infrastructure Grant Program in the amount not to exceed \$21,000,000 with no match requirement – Elizalde

The city was seeking authorization to submit a grant application to the Texas Water Development Board for the Water Supply and Infrastructure Grant Program. The WSIG Program, established through House Bill 500 of the 89th Texas Legislature, provided a one-time opportunity for eligible governmental entities to receive 100 percent grant funding for water supply and water infrastructure projects. The city further designated Mayor as the Authorized Official and appoints signatory authority designees as delegated in form TWDB-0201D. The City proposed to seek funding for improvements to its water treatment plant to enhance system reliability, operational efficiency, and long-term water supply infrastructure. The total project request would not exceed the program ceiling of \$21,000,000 with no match requirement.

Staff and Co-Interim City Managers recommended approval.

Councilwoman Gerlach moved to approve Resolution #2064 authorizing the submittal of a grant application to the Texas General Land Office for the Disaster Recovery Reallocation Program in the amount of \$2,000,000 with a 10% cash match requirement to be paid from the 2025 CO Bond. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

RESOLUTION NO. 2065

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF MISSION REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE; AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH.

35. Consideration and possible action on matters related to the approval of a resolution No. 2066 for a License to Encroach onto a City of Mission Drainage Right-of-Way, being the Sharyland Plantation Village Los Milagros Ph 1 N300' & S170' - E480' D/D R/O/W, located just South of The Shoppes at San Marino (Riverside Plaza) at 2401 S. Shary, for the purpose of allowing the construction of a commercial parking lot. Applicant: Killam Development, Inc., - Cervantes

Killam Development, Inc. was requesting a license to encroach onto the City's drainage right-of-way for the construction of a commercial parking lot in roughly 0.75 acres of city property. The project would allow the addition of 63 parking spaces needed to accommodate an in-bound

company named TTEC. If TTEC expanded its RGV operations at The Shoppes at San Marino (Riverside Plaza) the company was projected to create approximately 250 jobs.

Staff and Co-Interim City Managers recommended approval subject to the following Ownership of the property shall remain accessible to the City at all times; After five (5) years, the City reserved the right at any time now or in the future to remove the proposed improvements within the property for any reason, and shall not be required to provide reimbursement for the improvements; The proposed improvements shall conform to City standards and shall not be constructed in such a manner as to cause a nuisance or storm water runoff onto adjacent properties; That Killam Development, Inc., its representatives, heirs, administrators, successors and assigns shall indemnify and hold the CITY OF MISSION harmless from any claim, suit, demand, or judgement arising from the encroachment of said items as described in this Revocable License To Encroach regardless of whether or not such claim, suit demand, or judgement results from injuries, death or property damage caused by the sole, joint or concurrent negligence or gross negligence of the CITY OF MISSION; The Licensee must obtain all necessary permits and approvals prior to the use of the property; The Licensee must maintain the said property area in a safe and clean condition.

Mr. Cervantes stated that during the workshop it was suggested that they provide a 10 year agreement instead of the 5 year one initially proposed.

Mayor Pro Tem Plata stated that he agreed with the 10 year term.

Mayor Pro Tem Plata moved to approve a resolution No. 2066 for a License to Encroach onto a City of Mission Drainage Right-of-Way, being the Sharyland Plantation Village Los Milagros Ph 1 N300' & S170' - E480' D/D R/O/W, located just South of The Shoppes at San Marino (Riverside Plaza) at 2401 S. Shary, for the purpose of allowing the construction of a commercial parking lot. Applicant: Killam Development, Inc. Motion was seconded by Councilman Vela and approved unanimously 5-0.

RESOLUTION NO. 2066

THE CITY OF MISSION, TEXAS A HOME RULE MUNICIPAL CORPORATION OF 1208 E. 8TH STREET, MISSION, TEXAS 78572, HEREIN AFTER REFERRED TO AS GRANTOR HAS HEREBY GRANTED, AND CONVEYED AND BY THESE PRESENT DOES GRANT, AND CONVEY UNTO KILLAM DEVELOPMENT INC. A REVOCABLE LICENSE TO ENCROACH BY ALLOWING THE USE OF THE CITY'S DRAINAGE RIGHT-OF-WAY OF SHARYLAND PLANTATION VILLAGE LOS MILAGROS PHASE 1 N300' & S170'-E480' D/D R/O/W 9.15 AC NET, CITY OF MISSION, HIDALGO COUNTY, TEXAS, SAID ENCROACHMENT CONSISTING OF THE CONSTRUCTION OF A COMMERCIAL PARKING LOT ON SAID STRIP OF LAND AS DESCRIBED ON THE ATTACHED MAP HERETO AND INCORPORATED HEREIN BY REFERENCE AS EXHIBIT "A"

36. Discussion and possible action on matters related to the evaluation and ranking of proposals received in response to RFP 26-343-04-06 Bond Counsel Services and authorization for the Co-Interim City Manager to negotiate and execute a contract incident thereto – Roman

On February 10, 2026, the City Council authorized staff to solicit proposals for Bond Counsel Services through Request for Proposals (RFP) No. 26-343-04-06. The purpose of the solicitation was to secure qualified legal counsel to provide bond counsel services, including rendering legal opinions regarding the validity and enforceability of bonds and related financing documents, as well as other matters incidental thereto.

The solicitation process was completed in accordance with applicable procurement requirements. The City received six (6) proposals, of which five (5) were determined to be responsive and qualified for evaluation. One (1) proposal was deemed non-responsive for failure to submit all required solicitation documents.

An Evaluation Committee reviewed and scored the qualified proposals in accordance with the criteria established in the RFP. Based on the evaluation results, Cantu Harden Montoya LLP received the highest overall ranking and was determined to be the most qualified firm to provide Bond Counsel Services in the best interest of the City.

Staff recommends that the City Council authorize the Co-Interim City Manager to negotiate and execute a contract with Cantu Harden Montoya LLP, including any related documents incident thereto, for the provision of Bond Counsel Services as needed by the City.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to authorize for the Co-Interim City Manager to negotiate and execute a contract incident thereto. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

37. Recommend Council Action Required under Texas Govt. Code 2254, for the City to provide a Written Statement and Finding of the City's Need for Specialized Contingent Fee Legal Services – Roman

Consideration and possible action to approve a Written Statement and Finding of the City's Need for Specialized Contingent Fee Legal Services, as required by Texas Government Code Section 2254. This statement documents the City's determination that specialized legal expertise is necessary and that such services cannot be adequately performed by City staff attorneys or attorneys retained on an hourly basis. Approval of this item would authorize the required findings and documentation in compliance with state law.

Staff and Co-Interim City Managers recommended approval.

Councilwoman Ortega moved for the City to provide a Written Statement and Finding of the City's Need for Specialized Contingent Fee Legal Services. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

38. Recommend Approval of Awarding Contract for Delinquent Tax Collection Services to Linebarger Goggan Blair & Sampson, LLP – Roman

Staff was requesting approval of a two (2) year contract for Tax Collection Services with Linebarger Goggan Blair & Sampson, LLP through May 8, 2028, under the same terms and conditions of the existing agreement.

Approval of this contract would allow the collection of delinquent ad valorem taxes, penalties, interest, and related costs on behalf of the City in accordance with the Texas Tax Code and other applicable laws.

Staff and Co-Interim City Managers recommended approval.

Councilwoman Ortega moved for Awarding Contract for Delinquent Tax Collection Services to Linebarger Goggan Blair & Sampson, LLP. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

39. Discussion and possible action on matters related to presentation of unaudited Financial Statements for the month of May 2026 – Roman

Unaudited Financial Statements for month of May 2026 (attached).

Presentation Only; No action taken.

40. Approval of Interlocal Cooperation Agreement between the County of Hidalgo and City of Mission concerning certain improvements to and project development activities of the Los Ebanos Road Project from Interstate Highway 2 (IH2) to Military Parkway (Phase II) – Terrazas

The City of Mission and Hidalgo County seek to cooperate in the development of Los Ebanos Road from IH-2 to Military Parkway. The roadway had been functionally classified as a major collector by TxDOT and FHWA, with Hidalgo County serving as the fiduciary agent and project development lead.

The estimated Phase II project development cost was \$2,857,900, to be funded equally by the City and County. The City's contributions were:

- \$405,933 at 4 months after execution of the agreement
- \$405,933 at 10 months after execution of the agreement
- \$617,084 at 16 months after execution of the agreement

Hidalgo County Commissioners Court approved the Interlocal Agreement on April 28, 2026. Funding for the City's share will be paid from TIRZ bond proceeds.

Staff and Co-Interim City Managers recommended approval.

Councilwoman Gerlach moved to approve the Interlocal Cooperation Agreement between the County of Hidalgo and City of Mission concerning certain improvements to and project development activities of the Los Ebanos Road Project from Interstate Highway 2 (IH2) to Military Parkway (Phase II). Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

41. Consideration and possible action to ratify and approve a Food Truck Concession Agreement between the City of Mission and Pineapple Ninjaz, LLC, for the operation of a food truck concession at Shary Municipal Golf Course, authorizing the sale of prepared food items, establishing concession fees and revenue-sharing provisions, and authorizing the City Manager to execute all necessary documents. – Garcia

The City had requested Pineapple Ninjaz, LLC to provide food truck concession services at Shary Municipal Golf Course in order to enhance food service options available to golfers, visitors, and patrons of the facility. The proposed Food Truck Concession Agreement established the terms and conditions for the operation of the concession, including authorized food and beverage sales, concession fees, revenue-sharing provisions, insurance requirements, and compliance with applicable local, state, and federal regulations.

Approval of the agreement would formalize the concession arrangement and provide an additional amenity for golf course patrons while generating revenue for the City through concession fees and a percentage of sales as outlined in the agreement.

The City would receive concession fees and revenue-sharing payments in accordance with the terms of the agreement.

Staff and Co-Interim City Managers recommended approval.

Ortega moved to ratify and approve a Food Truck Concession Agreement between the City of Mission and Pineapple Ninjaz, LLC, for the operation of a food truck concession at Shary Municipal Golf Course, authorizing the sale of prepared food items, establishing concession fees and revenue-sharing provisions, and authorizing the City Manager to execute all necessary documents. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

42. Discussion and Possible Action on Matters Related to Authorization to Re-Solicit Bids for Odor Control Chemical for the Public Works Department Sanitary Sewer Collection System – Gonzalez

Staff was seeking authorization to re-solicit bids for the purchase of Odor Control Chemical for the Public Works Department Sanitary Sewer Collection System. Odor control chemicals are utilized throughout the City's sanitary sewer collection system and wastewater facilities to reduce and neutralize odors associated with wastewater operations.

The original solicitation, RFB No. 26-168-01-05, was authorized by City Council on December 9, 2025, and subsequently advertised and received bids. However, due to the lapse of time since the original solicitation process and the absence of a contract award, staff recommended re-soliciting the project to ensure current market pricing, maximize vendor participation, and maintain the integrity of the competitive procurement process. Purchases would be made on an as-needed basis.

Staff was requesting authorization to proceed with a new solicitation for these services.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to authorize to Re-Solicit Bids for Odor Control Chemical for the Public Works Department Sanitary Sewer Collection System. Motion was seconded by Councilman Vela and approved unanimously 5-0

UNFINISHED BUSINESS

None

EXECUTIVE SESSION

1. Closed session pursuant to Tex. Gov't Code Section 551.087 (Deliberation regarding Economic Development Negotiations) related to 380 Grant Agreement by and between the City of Mission and Don Pepe's Restaurant
2. Closed session pursuant to Tex. Gov't Code Section 551.087 (Deliberation regarding Economic Development negotiations) related to Project Box, Project Cross Dock, Project Server and Project 495x
3. Closed session pursuant to Tex. Gov't Code Section 551.072 (Deliberation regarding real property) related to 1733 Dalobo Drive, Mission, Texas
4. Consultation and deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, compensation, resignation, complaints involving, or dismissal of public officers and employees, including discussions regarding City organizational structure, staffing matters, Council-appointed officials, and related personnel issues pursuant to Texas Government Code § 551.074.
5. Consultation with legal counsel and deliberation regarding governance matters, Council operations, duties and responsibilities of elected officials, charter interpretation, ethics matters, board and commission appointments, intergovernmental relations, and other matters involving

the official conduct or responsibilities of the City Council pursuant to Texas Government Code §§ 551.071 and 551.074.

6. Deliberation regarding the purchase, exchange, lease, value, acquisition, disposition, development, use, or potential acquisition or disposition of real property interests and related negotiations pursuant to Texas Government Code § 551.072.

7. Consultation with the City Attorney regarding pending or contemplated litigation, settlement offers, contractual matters, legal risks, privileged communications, statutory interpretation, charter interpretation, enforcement matters, and other legal issues in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Texas Open Meetings Act pursuant to Texas Government Code § 551.071.

8. Discussion regarding complaints, grievances, allegations, administrative investigations, workplace conduct matters, and related personnel or employment issues involving City officers or employees pursuant to Texas Government Code §§ 551.071 and 551.074.

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

1. Consideration and action if any, regarding the 380 Grant Agreement by and between the City of Mission and Don Pepe's Restaurant

Mayor Pro Tem Plata moved to proceed as discussed in executive session regarding the 380 Grant Agreement by and between the City of Mission and Don Pepe's Restaurant. Motion was seconded by Councilman Vela and approved unanimously 5-0.

2. Consideration and action if any, regarding to Project Box, Project Cross Dock, Project Server and Project 495x

Mayor Pro Tem Plata moved to proceed as discussed in executive session regarding Project Box, Project Cross Dock, Project Server and Project 495x. Motion was seconded by Councilman Vela and approved unanimously 5-0.

3. Consideration and action if any, regarding 1733 Dalobo Drive, Mission, Texas

Councilman Vela moved to proceed as discussed in executive session regarding 1733 Dalobo Drive, Mission, Texas. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

ADJOURNMENT

At 6:48 p.m., Mayor Pro Tem Plata moved for adjournment. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



MINUTES

PRESENT:

Norie Gonzalez Garza, Mayor
Ruben D. Plata, Mayor Pro-Tem (via Zoom)
Marissa Ortega-Gerlach, Councilwoman
Alberto Vela, Councilman
Eden Ramirez Jr., City Attorney
Anna Carrillo, City Secretary
Juan Pablo Terrazas, Co-Interim City Manager
Andy Garcia, Co-Interim City Manager

ABSENT:

Jessica Ortega, Councilwoman

ALSO PRESENT:

Ricky Longoria, BML
Luis Lopez, BML
Alma Santos

STAFF PRESENT:

Vidal Roman, Finance Director
Mike Silva, Fire Chief
Nicholette I. Ramirez, Accountant II
David Vasquez, Senior Accountant
Ryan Herber, Senior Accountant
Miguel A. Rios, Project and Performance Mgr.
Michael Elizalde, Dir. Of Grants & Strategic Dev.
Aida Lerma, Event Center Director
Monica Gonzalez, Grant Compliance Coord.

SPECIAL MEETING

CALL TO ORDER AND ESTABLISH QUORUM

With a quorum being present, Mayor Norie Gonzalez Garza called the meeting to order at 9:32 a.m.

DISCLOSURE OF CONFLICT OF INTEREST

None

CITIZEN'S PARTICIPATION ON SPECIFIC AGENDA ITEMS

None

AGENDA ITEMS

1. Acceptance of the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2025 – Roman

Acceptance of the Annual Comprehensive Financial Report (AFR) for fiscal year ended 09/30/25 for the City of Mission.

Ricky Longoria of Burton McCumber & Longoria LLP, CPAs and Advisors, presented an overview of the report.

Following the presentation and discussion, the City Council accepted the ACFR as presented.

Andy Garcia, Co-Interim City Manager, stated that several financial management improvements are being implemented, including the adoption of a Budget Policy, ongoing

analysis of revenues versus expenditures to ensure fiscal sustainability, the establishment of reserve funds for emergencies and contingencies, and the hiring of Senior Accountants within the Finance Department to strengthen financial oversight and reporting.

Councilman Alberto Vela moved to approve the acceptance of the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2025. Motion was seconded by Councilwoman Marissa Gerlach and approved unanimously 4-0.

2. Consideration and possible action on granting a variance to Ordinance No. 2198 to allow the City of Mission firework display on Thursday, July 2, 2026, as part of the Independence Day festivities, under the supervision of the Mission Fire Department and Fire Prevention Division - Silva

Approval of a request to conduct a firework display on Thursday, July 2, 2026, at approximately 9:00 p.m. in the vicinity of Lions Park as part of the City's Independence Day festivities. The display would be conducted in accordance with all applicable safety requirements and regulations.

Councilwoman Gerlach moved to approve the granting of a variance to Ordinance No. 2198 to allow the City of Mission fireworks display on Thursday, July 2, 2026, as part of the Independence Day festivities, under the supervision of the Mission Fire Department and Fire Prevention Division. Motion was seconded by Councilman Vela and approved unanimously 4-0.

ADJOURNMENT

At 10:13 a.m., Councilwoman Gerlach moved for adjournment. Motion was seconded by Councilman Vela and approved unanimously 4-0.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: July 14, 2026
PRESENTED BY: Juan Pablo "JP" Terrazas / Andy Garcia – Assistant City Managers
AGENDA ITEM: Acknowledge Receipt of Minutes – Terrazas / A. Garcia
Civil Service Commission – April 27, 2026
Ambulance Board Meeting – December 17, 2026

NATURE OF REQUEST:

See attached minutes.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

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

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

**MINUTES FOR THE
MISSION CIVIL SERVICE COMMISSION
April 27, 2026**

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

Staff Present
Noemi Munguia-HR Director
Rey Perez- Asst Chief of Police
Mike Silva-Fire Chief
Jesse Lerma Jr-CS Director

Call to Order

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

Roll Call

All present

Pledge of Allegiance

Mr. Garza led the Pledge of Allegiance

Approval of Minutes-February 26, 2026

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

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

Mr. Lerma advised the Commission that Chief Silva had exhausted their existing list and they needed a new list to fill six (6) positions. Mr. Lerma submitted the following for approval:

1. CS Meeting-April 27, 2026
2. Start Advertising-April 27, 2026
3. Deadline to Submit Applications-June 2, 2026
4. Date of Examination-June 10, 2026

After a brief discussion, Mr. Delgadillo made a motion to approve the calendar as presented and to create the new list. Mr. Pena seconded the motion. Motion was approved unanimously.

Pending Business

No pending business

Adjourn

Meeting was adjourned at 8:45 a.m.



**Ambulance Board Meeting
Mission City Hall
December 17, 2025 at 3:00 pm**

MINUTES

PRESENT:

Andy Garcia, Co-Interim City Manager
Marissa Gerlach, City Council Member
Mike Silva, Fire Chief
Jorge Flores, Deputy Chief
Adelina Reyna, EMS & CD Administrative Assistant
Juanita Alvarez, Administrative Coordinator
Robert Lopez, EMS Captain

ALSO PRESENT:

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

CITIZENS PRESENT:

Teodoro Rodriguez, Assistant Chief of Police
Priscilla Duran, Mission Regional Hospital
Jessica Loreda, Engineer
Kassandra Vidales, EMT - Paramedic
Liana Rios, EMT Advanced
Jose Trevino, Firefighter
Blas Osornio, Firefighter
Pilar Garcia III, Lieutenant – EMT Basic
Gabino Pena, EMT - Paramedic
Jaime Gonzalez, EMT - Paramedic

REGULAR MEETING

CALL TO ORDER AND ESTABLISH QUORUM

With a quorum being present, Presiding Chair Tim Brown called the meeting to order at 3:10 p.m.

INVOCATION AND PLEDGE ALLEGIANCE

Deputy Chief Jorge Flores led the invocation and Pledge of Allegiance.

INTRODUCTION OF City Management/ Council Members:

Andy Garcia, Co-Interim City Manager

INTRODUCTION OF GUESTS

Fire Chief Mike Silva, Robert Lopez, Adelina Reyna, Juanita Alvarez, Joey Flores, Jessica Loreda, Kassandra Vidales, Liana Rios, Jose Trevino, Blas Osornio, Pilar Garcia III, Gabino Pena from the Mission Fire Department were present.

Emergicon Jimmy White was present via Microsoft Teams

Approval of minutes from September 16, 2025 board meeting - Action Item

Chief Rene Lopez makes a motion to approve the minutes. Alvin Patina makes a second motion

PRESENTATIONS

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

- Numbers were presented for 07/01/2025- 09/30/2025
- Total Call Volume July 490, August 573 and September 538
- 17% non-transports which are patient contact
- 80% Transports and 3% other dispositions (no patient contact made)
- Total Call Volume of 1,603 for this quarter
- Average Response Time – 7:03 seconds, 61% respond time
- Percentage of Transports by Destination; Mission Regional Medical Center 42.5%, STHS McAllen Hospital 20.6%, DHR 11.3% and Rio Grande Regional Hospital 10.2%
- Call Volume Distribution by EMS Unit; Medic 1 is 25.41%, Medic 2 is 24.09%, Medic 3 is 23.53% and Medic 4 is 26.97%
- Call Volume of Overlapping Incidents 57%, 909 overlapping incidents with a total of 1604 incidents for this quarter

2. **Mission Police Department Presentation – Assist Chief of Police Teodoro Rodriguez**

- PD continues to enforce safety on traffic to avoid accidents

3. **Old Business**

4. **New Business**

Medic 5 & 6

- Used as backup units
- Patina – License 4 units. 3 on reserve. One goes down switch license to a reserve unit in the meantime
- BLS with MICU capabilities

Advanced Life Support Engine

- Current engines provide BLS
- ALS can be performed by an Advanced EMT no need to be a paramedic
- Carry fluids, dehydration complications will carry CPAP masks
- Getting EMT basics cleared to perform IV's

CAD

- Computer aided dispatch software
- Acquired LOGIS owned by ESO which we already use
- GPS on every unit, use of AI in dispatch decisions, more we use more accurate it becomes
- Tracking unit movement, time it takes to get to scene
- Live date expected April or May

5. **Comments**

- Teodoro Rodriguez – Everyone is doing a good job.
- Tim Brown – Pleased with what he sees and the quick service provided. Bring OT down.
- Chief Rene Lopez – Applause to Chief. Doing a great job. Everything is going fantastic. Keep up the good work.
- Marissa Gerlach – Thank you for everything you do for our citizens.
- Co-Interim City Manager Andy Garcia – Thank you for listening to us and being here today.
- Chief Mike Silva – We are here for the community, open to be reached out on advice to become better, excited with what is coming. Strive to do even better and appreciates the support.
- Deputy Chief Jorge Flores - Thank you to Mission Hospital for the recognition.

ADJOURNMENT

At 4:28 p.m., Chief Rene Lopez moved motion for adjournment. Motion was seconded by Kane Dawson and approved unanimously.

A handwritten signature in blue ink, appearing to read "Mike Silva", is written over a horizontal line.

Mike Silva, Fire Chief

ATTEST:

A handwritten signature in black ink, appearing to read "Adelina Reyna", is written over a horizontal line.

Adelina Reyna, EMS & CD Administrative Assistant



CITY OF
MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: July 14, 2026

PRESENTED BY: Aida Lerma, Mission Event Center Director

AGENDA ITEM: Discussion and possible action on matters related to the authorization to solicit Requests for Proposals (RFP) for Bartending Services for the Mission Event Center – A. Lerma

NATURE OF REQUEST:

Staff respectfully requests authorization from the City Council to solicit Requests for Proposals (RFPs) for bartending services for the Mission Event Center.

The Mission Event Center hosts a variety of events, including weddings, galas, corporate meetings, and other special functions, many of which require alcoholic beverage service. The Mission Event Center maintains the appropriate active permits issued by the Texas Alcoholic Beverage Commission (TABC) to purchase and serve alcoholic beverages.

Soliciting proposals for professional bartending services will allow the City to secure a qualified contractor capable of providing experienced bartending personnel, efficient inventory management, compliance with all applicable TABC regulations, and the operational flexibility necessary to accommodate events of varying size and complexity. Procuring these services through a competitive RFP process will ensure the City obtains the best value while maintaining a high level of customer service and operational efficiency.

BUGETED: YES **FUND:** 23-452 **ACCT. #:** 94810 Contractual Services – not other

BUDGET: \$37,000 **EST. COST:** \$35,000 **CURRENT BUDGET BALANCE:** \$

BID AMOUNT: \$

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



Bid Solicitation: Bartending Services for the Mission Event Center

RFP No. MEC-xxxxxx

1. Introduction and Purpose

The City of Mission, Texas, through its Mission Event Center (MEC), is soliciting proposals from qualified and experienced vendors to provide professional bartending services. The purpose of this Request for Proposal (RFP) is to select a single vendor to serve as the exclusive provider of bartending services for all events held at the Mission Event Center that require such services.

The Mission Event Center is a premier, multi-purpose facility hosting a wide range of events, including but not limited to, weddings, corporate functions, banquets, concerts, and community gatherings. The selected vendor will be responsible for providing all necessary staff, equipment, and licensing to ensure a high standard of professional service for all patrons and clients.

2. General Information

- Issuing Department: City of Mission, Mission Event Center
- Release Date: XXXXXXXXX
- Inquiries Deadline: XXXXXXXXXXXXXXXX, at 5:00 PM CDT
- Proposal Submission Deadline: XXXXXXXXXXXXXXXX PM CDT
- Contact Person: Aida Lerma, Event Center Director, 956-580-8786



CITY OF
MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: July 14, 2026

PRESENTED BY: Aida Lerma, Mission Event Center Director

AGENDA ITEM: Discussion and possible action related to the matter on Authorization to approve 100% Fee Waiver Application for the Greater Gold Foundation – A. Lerma

NATURE OF REQUEST:

The Greater Gold Foundation is interested in hosting a Childhood Cancer Awareness walk on Monday, September 7, 2026 at the Mission Event Center. This event brings together childhood cancer warriors, survivors, healthcare professionals, community leaders, and supporters united in the fight against childhood cancer. This a FREE event for the community and is expected to draw over 1,500 participants. The Greater Gold Foundation is an advocate and strives to honor local children while raising awareness of the challenges that affect so many local families. For the past eight years, the City of Mission has provided complete support for this annual awareness event as a co-host.

BUGETED: _____ **FUND:** _____ **ACCT. #:** _____

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ **AYES**

_____ **NAYS**

_____ **DISSENTING** _____



June 2, 2026

Mayor Norie Gonzalez Garza and Honorable Members of the Mission City Council
City of Mission
1201 E. 8th Street
Mission, Texas 78572

Dear Mayor Garza and Members of the City Council,

On behalf of the Greater Gold Foundation, I respectfully request the use of the Mission Event Center for our annual Childhood Cancer Awareness Walk, scheduled for **Monday, September 7, 2026, at 7:00 p.m.**

This year marks the ninth consecutive year that the City of Mission and the Greater Gold Foundation have partnered to bring this meaningful event to our community. What began as a small gathering of fewer than 100 participants has grown into the largest childhood cancer advocacy event in South Texas, welcoming more than 1,500 participants last year. The event brings together childhood cancer warriors, survivors, families, healthcare professionals, community leaders, schools, businesses, and supporters united in the fight against childhood cancer.

We are incredibly grateful for the City of Mission's longstanding partnership and unwavering support of our mission. The Mission Event Center provides a beautiful and welcoming venue that allows us to honor local childhood cancer warriors while raising awareness of the challenges faced by children and families affected by this disease. Its accessibility, visibility, and exceptional facilities help create an experience worthy of the courageous children and families we serve.

As we continue to grow this event, our goal is to further establish Mission as the epicenter of childhood cancer advocacy in South Texas. Through this annual walk, we hope to continue building awareness, inspiring action, and uniting our community around the shared mission of ending childhood cancer.

Thank you for your consideration of this request and for your continued commitment to supporting the children and families of our region. We look forward to working alongside the City of Mission once again to make the 2026 Childhood Cancer Awareness Walk our most impactful event yet.

With sincere appreciation,

Maritza Venecia

Maritza Venecia
President & Founder
Greater Gold Foundation



MISSION, TEXAS

100% Fee Waiver Application Form

Please Note: All applications must be submitted at least six (6) months in advance of the event or requested service date to allow for proper review. Submission of this form does not guarantee approval. Only one (1) request per organization can be submitted annually to request the 100% Fee Waiver.

SECTION 1: ORGANIZATION INFORMATION

Legal Name of Organization: Greater Gold Foundation

Is your organization a non-profit? (Please check one)

☒ Yes ☐ No

If yes, please provide your 501(c)(3) tax ID number and attach proof of your non-profit status. **(REQUIRED)**

Primary Contact Person: Maritza Venecia

Title: President

Mailing Address: 2910 N Stewart Road

City, State, ZIP Code: Mission, TX 78574

Phone Number: 956 792 3253

Email Address: mleevenecia@gmail.com

Website (if applicable): greatergold.org

SECTION 2: EVENT/PROJECT INFORMATION

Name of Event/Project: Walk for Warriors

Date(s) of Event/Project: Sept. 7, 2024

Time(s) of Event/Project (Start & End):

1:00 pm Set-up
7 pm Program
9 pm Conclusion

Purpose/Description of Event: (Please provide a clear and concise summary)

One mile walk & rally for childhood cancer

Expected Number of Attendees/Participants: Over 1000

Will this event be open to the public?

☒ Yes ☐ No

Will there be an admission fee or charge for participation?

☒ Yes ☐ No

SECTION 3: CITY SERVICES REQUESTED

Please check all that apply and provide specific details:

Facilities:

Which facility is being requested: ☒ Event Center ☐

Historical Museum ☐ Golf Course

☐ Library ☐ Boys & Girls Club Gymnasium(s) ☐ Other

Specific request is for use of room/area, tournament/permit fee?

Outside & bathrooms

☐ Parks & Trails:

Which park/trail is being requested?

Specific area within the park?

Equipment:

List all requested equipment being requested (e.g., tables, chairs, sound system, etc.): tables chairs, stage, sound system, podium,
Staffing: golf carts, barricades, skywatch tower

Please describe the type of staffing needed (e.g., event security, special services):

Parks - set-up crew

Police - on site personnel

Fire - on site personnel

Estimated Total Cost of Services (if known):

SECTION 4: JUSTIFICATION FOR WAIVER/DISCOUNT

Please provide detailed justification for your request. Explain the community benefit of your event and why your organization requires a fee waiver or discount. (You may attach a separate sheet if needed.)

SECTION 5: INSURANCE & INDEMNIFICATION

The City of Mission will require that organization/applicant purchase general liability coverage for the event, naming the City of Mission as an additional insured. The organization/applicant assumes liability including cost of defense and attorney's fees for all bodily injury, personal injury, property damage or theft that may occur on the premises/equipment as a result of organization's/applicant's activities.

Organization/applicant agrees to hold the City of Mission harmless and further agrees to indemnify for any and all injuries or damages to the premises/equipment arising from organization's/applicant's use or occupation of the premises or from any act or negligence of organization/applicant, its agents, contractors, employees, licenses, or invitees in or about the premises.

Organization/applicant will indemnify and hold the City of Mission harmless from all costs arising out of any and all claims, suits, causes of action, and liability resulting from any damage and/or injury resulting from the presentation of any copyrighted work or material or violation of any other proprietary rights, any of which arise in conjunction with or are occasioned by organization's/applicant's use of the premises/equipment.

If the organization/applicant serves, sells, arranges or provides for the serving or sale of food or alcohol, then organization/applicant, representing all the event guests and participants, accepts full liability and holds the City of Mission harmless from and all liabilities, including but not limited to litigation brought due to the sale or donation, as well as damages arising from consumption, of such food or alcohol. Insurance requirements are as follows, with limits of at least:

1. \$1,000,000 coverage against the claims of any and all persons for personal or bodily injury (including wrongful death) arising out of the work and services to be performed hereunder by organization's/applicant's third-party vendors, its officers, agents, employees, subcontractors, licensees or invitees, whether or not caused in whole or in part by the alleged negligence of the officers, servants, employees of the City.

TEXAS LAW TO APPLY

This agreement shall be construed under and in accordance with the laws of the State of Texas. All obligations and disputes related to this Agreement are subject to the jurisdiction of Hidalgo County, Texas, and any litigation shall be exclusively heard in Hidalgo County, Texas.

SECTION 6: AGREEMENT & AUTHORIZED AGENT SIGNATURE

The signer of this 100% Fee Waiver Application for the Organization/applicant hereby represents and warrants that he/she has full authority to execute this 100% Fee Waiver Application on behalf of the organization/applicant.

I certify that the information provided in this application is true and accurate to the best of my knowledge. I understand that any false information may result in the denial of this application and may impact future requests. I also agree to comply with all City of Mission rules, regulations, and policies related to the use of City services.

AUTHORIZED AGENT

The signer of this 100% Fee Waiver Application for the Organization/applicant hereby represents and warrants that he/she has full authority to execute this 100% Fee Waiver Application on behalf of organization/applicant.

Organization/Applicant:

greater gold Foundation

Marrtza Venecia

Printed Name of Authorized Agent



Signature of Authorized Agent

6/18/24
Date

Item 12.

Please submit the completed form and all supporting documentation to:

City Manager's Office
1201 E. 8th St., Mission, Texas 78572

For more information, please call (956) 580-8662.

FOR CITY OF MISSION USE ONLY

Date Received: 6/18/24

Received By: Wade Lerma

Decision:

Presented before Mission City Council
on

☐ Approved ☐ Denied

☐ Other details or special considerations/NOTES (Please explain):



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: July 14, 2026
PRESENTED BY: Edgar Gonzalez, EIT., Deputy City Engineer
AGENDA ITEM: Discussion and possible action on matters related to the authorization to solicit bids for Sand backfill Material for the Public Works Department – Gonzalez

NATURE OF REQUEST:

Staff respectfully requests authorization to solicit bids for the purchase of Sand Backfill Material for the Public Works Department on an as-needed basis.

The sand backfill material will be utilized by the Streets and Water Distribution Divisions to support daily maintenance operations, including the restoration of streets and utility excavations. Maintaining an adequate supply of this material is essential to ensure timely repairs, uninterrupted operations, and the continued delivery of services to the public.

Soliciting bids through a competitive process will ensure the City obtains the required material at the best value while maintaining compliance with the City's procurement policies and applicable state purchasing requirements.

BUGETED: Yes **FUND:** Streets **ACCT. #:** 01-440-64370

BUDGET: \$400,000 **EST. COST:** \$30,000 **CURRENT BUDGET BALANCE:** \$37,490

BID AMOUNT: \$N/A

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

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

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

**City of Mission
Specifications**

Bid Name/No.: Purchase of Sand Backfill Material for Public Works Department

- I. **Scope of work:** The City of Mission is accepting bids for the supply of Sand Backfill Material for Public Works Department. It is the intention of these specifications to describe a material to be utilized in various locations throughout the City of Mission. The unit price bid for this material shall be quoted per ton and will be picked up. Orders will be issued on an as-needed basis throughout the contract year.
- II. **Supply:** Shall be picked up in approved City of Mission vehicles. It shall be the responsibility of the bidder that the required amount of specified material be available for pickup for delivery within twenty-four (24) hours of the order being placed.
- III. **Specifications:** Please read your specifications thoroughly and be sure that the Purchase of Sand Backfill Material for Public Works Department offered, complies with all requirements.
 - Sand Backfill shall be clean, hard, durable, uncoated grains, free from lumps and organic material. Sand Gradation: 100% passing $1\frac{1}{2}$ " Sieve, <5% passing No. 200 sieve (i.e. <5% fines), and >50% of the non-fines passing a No. 4 Sieve. All materials must pass a No. 8 Sieve.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: July 14, 2026

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

AGENDA ITEM: Discussion and possible action on matters related to the submittal of a grant application to the National Park Service for the FY25 Underrepresented Communities Grant Program in the amount of \$100,000 with no match required. - Elizalde.

NATURE OF REQUEST:

The Mission Historical Museum is requesting authorization for the submission of a grant application to the National Park Service for the FY25 Underrepresented Communities Grant Program. Through the Historic Preservation Fund, the program seeks to diversify the nominations submitted to the National Register of Historic Places through historical surveying and conducting inventory of historic properties within the City of Mission. The total project cost is in the amount of \$100,000. The program does not have a cash match requirement.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

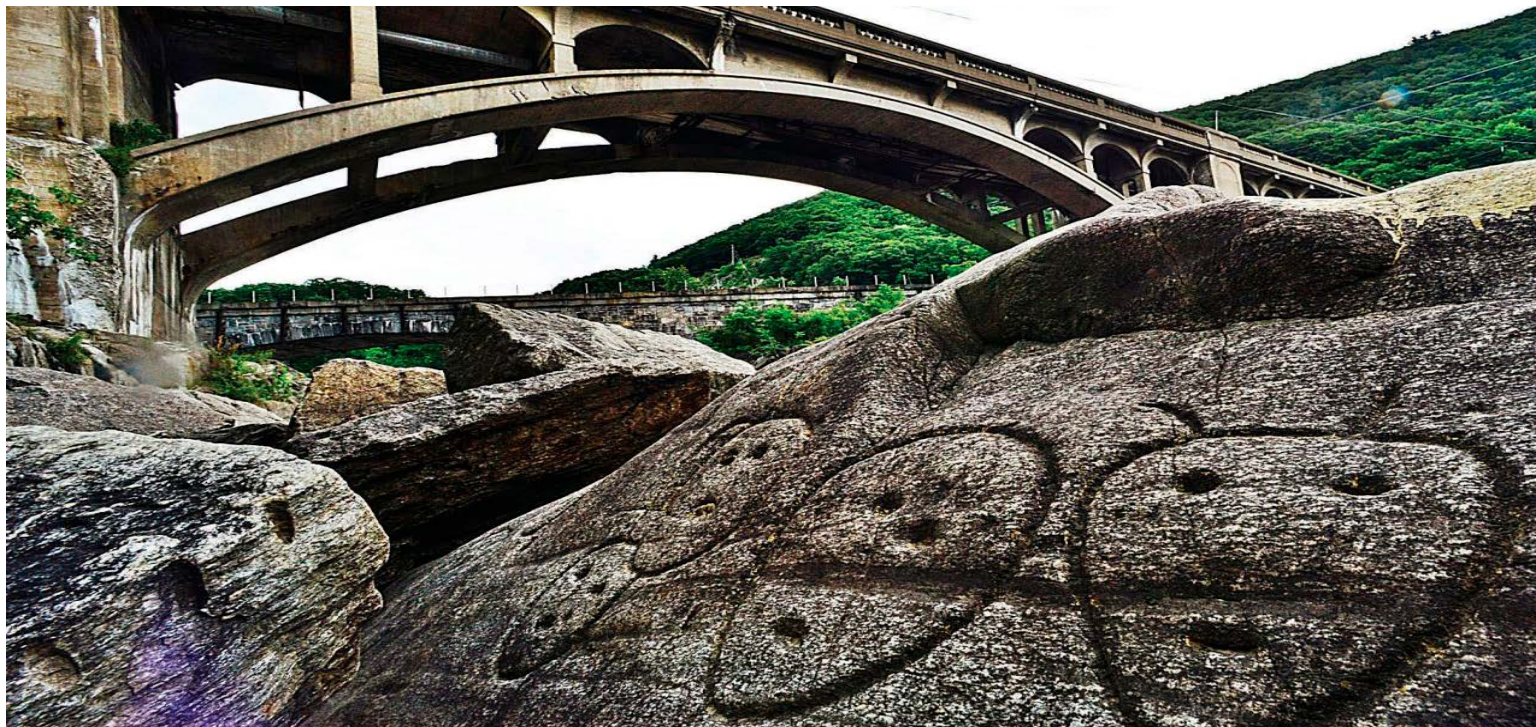
_____ AYES

_____ NAYS

_____ DISSENTING _____



Underrepresented Communities Grant Program (URC)



Kchi Pōntegok: Revisiting the Historic Landscape of the Bellows Falls Petroglyphs in Bellow Falls, Vermont
BRATTLEBORO REFORMER/KRIS RADDER

Who May Apply

- State Historic Preservation Offices (SHPOs) and Tribal Historic Preservation Offices (THPOs)
- Federally-recognized Tribes, Alaska Native Villages/Corporations, and Native Hawaiian Organizations, as defined by 54 USC 300309, 54 USC 300313 and 54 USC 300314
- Certified Local Governments (CLGs) (list provided at [go.nps.gov/clg](https://www.nps.gov/clg))
- Nonprofit organizations

What Is Funded

- Grant projects support the survey, inventory, and designation of historic properties that are associated with communities currently underrepresented in the National Register of Historic Places and among National Historic Landmarks.
- Projects must result in the submission of a new nomination to the National Register of Historic Places or National Historic Landmark Program, or an amendment to an existing National Register or National Historic Landmark nomination, to include underrepresented communities.

What Is Not Funded

- Construction of new buildings
- Acquisition of collections or historic sites
- Conservation of collections, except as part of gathering oral history documentation
- Long-term maintenance or work outside the grant period
- Reconstructing historic properties (recreating all or a significant portion that no longer exists)
- Moving or work on moved historic properties that are no longer eligible for listing in the National Register of Historic Places
- Cash reserves, endowments, revolving funds, or fund-raising costs
- Work performed prior to announcement of award
- Lobbying or advocacy activities
- Costs for work already completed or funded through other federal programs
- Costs to manage the grant may not exceed 25% of the total budget per statute
- Miscellaneous costs, contingencies, reserves, and overhead
- Nominations of sites not previously determined eligible by the SHPO or that may have owner objection to listing
- Sites or collections owned or leased by the NPS, or in which the NPS holds a property interest

Grant Amounts

The minimum grant request is \$15,000 federal share. The maximum grant request is \$75,000 federal share. Please note the selection panel may, at its discretion, award less than the minimum grant request. Matching funds are not required, but may be considered as part of the evaluation process.

Item 14.

Selection Process

NPS personnel and qualified Federal employees will review all complete proposals using the criteria outlined below. Reviewers' evaluations are based solely on the material provided in the application. Additional materials not specifically required by the application, and materials sent separately from the application, will not be considered. A summary of the review panel comments may be provided to the applicant if requested after the grant process is complete. All funded grantees will undergo a risk assessment as part of the award process.

Evaluation and Selection Criteria

Project descriptions must address, and applications will be rated on, each of the criteria listed below. NPS will evaluate and consider only complete applications that separately address each of the criteria. You are required to provide a detailed narrative of these elements using the project description and budget justification worksheets. These items along with other required application documents are only available through Grants.gov.

- 1. **Significance:** Describe the underrepresented community and the historic resources affected by this project, and why they are historically significant. Describe why the community and the historic resources are underrepresented in your jurisdiction. Identify if the historic resources are listed in the National Register of Historic Places and/or designated at the State, Tribal, or local level; and, if not currently listed, why they should be. Applicants must include concurrence of eligibility from the State or Tribal Historic Preservation Office (SHPO/THPO), such as a determination of eligibility from the SHPO/THPO or a completed survey that was reviewed by the SHPO/THPO.
- 2. **Planning:** Describe how the project advances the goals of a local, state, and/or tribal preservation plans or comparable planning documents for your jurisdiction. Describe how the results of this project will be incorporated into current and future planning efforts. Describe how this project will bring recognition and consideration to the underrepresented community's historic resources.
- 3. **Feasibility:** Describe the timeline as provided in the Timeline section of the Project Description Worksheet, keeping in mind that award announcements are not expected until approximately 6 months following the application due date and the timeline should be realistic. Demonstrate that the costs identified in the Budget Justification Worksheet are necessary, reasonable, and allowable. Demonstrate how the project will be accomplished within the given time frame (2-3 years) and with the given resources, while meeting all federal requirements and guidelines. Briefly describe what type of professional expertise will be involved in managing and completing the project and their qualifications. Note that prior involvement with consultants may exclude them from working on the project (2 CFR 200.320).
- 4. **Sustainability:** Describe the impacts of the project after completion including long lasting effects. Describe the public-private partnerships and community engagement involved in the project and how these partnerships will sustain and continue to support the resource(s) after the grant project is complete.

Process and Deadlines

Applications are anticipated to open in spring of 2024 and are due in summer of 2024. Congress has appropriated \$1.25 million for this program in fiscal year 2024. All applications must be made through Grants.gov. No paper applications will be accepted. Registration in Grants.gov, SAM.gov, and other federal systems can take up to four weeks, so please start early. Extensions will not be granted due to incomplete registrations in these systems. To be notified when the grant opportunity opens, please visit Grants.gov and subscribe to a saved search for CFDA number 15.966. You can create a saved search on Grants.gov under the "Connect" menu "Manage Subscriptions."

Additional Information

Visit [go.nps.gov/urc](https://www.nps.gov/urc) for more information about this grant program.

For more information on our other programs, please visit [go.nps.gov/grants](https://www.nps.gov/grants).

For application assistance:
National Park Service
STLPG@nps.gov
202-354-2020

For Grants.gov assistance:
support@grants.gov
1-800-518-4726



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: July 14, 2026

PRESENTED BY: Michael Silva – Fire Chief

AGENDA ITEM: Discussion and possible action on matters related to authorization to purchase base radios for Engine 4, Engine 5, Medic 5 and Medic 6 from Motorola Solutions at a cost of \$38,142.64 via Contract 17724-HGAC (TX)-RA05-21. - Silva

NATURE OF REQUEST:

Discussion and possible action on matters related to authorization to purchase base radios for Engine 4, Engine 5, Medic 5 and Medic 6 from Motorola Solutions at a cost of \$38,142.64 via Contract 17724-HGAC (TX)-RA05-21.

The purchase of base radios for Engine 4, Engine 5, Medic 5, and Medic 6 is necessary to provide these units with dedicated, fixed communication capabilities for the first time. The installation of base radios will improve communication between field personnel, dispatch, and command staff, enhancing operational coordination, situational awareness, and responder safety during emergency incidents. This equipment will strengthen the department's communications infrastructure and ensure this apparatus are fully equipped to support daily operations and emergency response activities.

BUGETED: Yes **FUND:** General **ACCT. #:** 01-431-64280

BUDGET: \$134,040 **EST. COST:** \$38,142.64 **CURRENT BUDGET BALANCE:** \$67,521

BID AMOUNT:

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: None

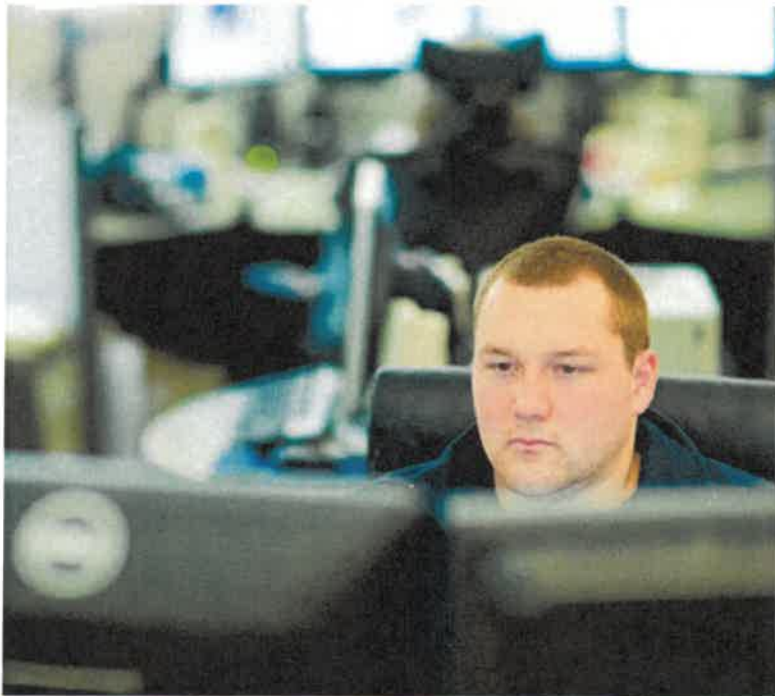
City Manager's Recommendation: Approval *AG*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____



MISSION, CITY OF - FIRE DEPT

MISS FD - APX 8500 (1) - 26-100307

05/18/2026



QUOTE-3640421
MISS FD - APX 8500 (1) -
26-100307

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

Shipping Address:
S TEXAS COMMUNICATIONS
709 E PECAN
MCALLEN, TX 78501
US

Quote Date:05/18/2026
Expiration Date:08/21/2026
Quote Created By:
Sid Basaldua
sidb@stcradios.com

End Customer:
MISSION, CITY OF - FIRE DEPT
DEPUTY CHIEF WILLIAMS
DWILLIAMS@MISSIONTEXAS.US

Contract: 17724 - HGAC (TX) - RA05-21
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Disc \$	Sale Price	Ext. Sale Price
	APX™ 8500						
1	M37TSS9PW1CN	APX8500 ALL BAND MP MOBILE	4	\$6,558.00	\$1,770.66	\$4,787.34	\$19,149.36
1a	GA05509AA	DEL: DELETE UHF BAND	4	-\$800.00	-\$216.00	-\$584.00	-\$2,336.00
1b	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	4	\$607.00	\$163.89	\$443.11	\$1,772.44
1c	G51AT	SOFTWARE LICENSE ENH:SMARTZONE	4	\$1,766.00	\$476.82	\$1,289.18	\$5,156.72
1d	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	4	\$353.00	\$95.31	\$257.69	\$1,030.76
1e	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	4	\$6.42	\$1.73	\$4.69	\$18.76
1f	GA01670AA	ADD: APX E5 CONTROL HEAD	4	\$767.00	\$207.09	\$559.91	\$2,239.64
1g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	4	\$0.00	\$0.00	\$0.00	\$0.00
1h	G67EH	ADD: REMOTE MOUNT E5 MP	4	\$350.00	\$94.50	\$255.50	\$1,022.00
1i	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	4	\$0.00	\$0.00	\$0.00	\$0.00
1j	G843AH	ADD: AES ENCRYPTION AND ADP	4	\$560.00	\$151.20	\$408.80	\$1,635.20



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-3640421
MISS FD - APX 8500 (1) -
26-100307

Line #	Item Number	Description	Qty	List Price	Disc \$	Sale Price	Ext. Sale Price
1k	W969BG	SOFTWARE LICENSE ENH: MULTIKEY OPERATION	4	\$388.00	\$104.76	\$283.24	\$1,132.96
1l	GA09001AA	ADD: WI-FI CAPABILITY	4	\$353.00	\$95.31	\$257.69	\$1,030.76
1m	G892AB	ENH:HAND MIC,GCAI WTR RESISTANT APX	4	\$85.00	\$22.95	\$62.05	\$248.20
1n	G832AD	ADD: SPKR 7.5W WTR RST APEX	4	\$72.00	\$19.44	\$52.56	\$210.24
1o	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	4	\$112.00	\$30.24	\$81.76	\$327.04
1p	GA00250AA	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	4	\$118.00	\$31.86	\$86.14	\$344.56
1q	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	4	\$480.00	\$0.00	\$480.00	\$1,920.00
Product Services							
2	LSV01Q00387A	DEVICE TEMPLATE	4	\$120.00	\$0.00	\$120.00	\$480.00
3	LSV00Q00202A	DEVICE PROGRAMMING	4	\$120.00	\$0.00	\$120.00	\$480.00
4	LSV00Q00203A	DEVICE INSTALLATION	4	\$450.00	\$0.00	\$450.00	\$1,800.00
5	LSV00Q01073A	DEVICE MISCELLANEOUS DEVICE PARTS/ EQUIPMENT	4	\$120.00	\$0.00	\$120.00	\$480.00
Subtotal						\$50,341.68	
Total Discount Amount						\$12,199.04	
Grand Total						\$38,142.64(USD)	

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

**MOTOROLA SOLUTIONS**QUOTE-3640421
MISS FD - APX 8500 (1) -
26-100307

Line #	Item Number	Parametric Data
1e	QA01648AA	ASKHOMID = 02B5



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the Legal Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Tax Exemption Status

Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a case number.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

H-GAC**Houston-Galveston Area Council****P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777****Cooperative Agreement - Extension - Motorola Solutions, Inc. - Public Services - ID: 14461****EXTENSION No. 3 to CONTRACT No. RA05-21****For****Radio Communications/Emergency Response & Mobile Interoperability Equipment****Between****HOUSTON-GALVESTON AREA COUNCIL****And****Motorola Solutions, Inc.**

THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Jul 31 2027 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Radio Communications/Emergency Response & Mobile Interoperability Equipment, whichever occurs first.

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

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

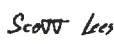
Signed for: **Houston-Galveston Area Council**

DocuSigned by:

82EC270D5D81423...

Chuck Wemple
Executive Director
Date: 7/1/2025

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

Signed by:

036A3CF0B16F414...

Printed Name: Scott Lees
Title: VP Government Sales - West

Scott Lees
Vice President-Western Division
Date: 6/27/2025



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: July 14, 2026

PRESENTED BY: Teclo Garcia, CEO, Mission EDC

AGENDA ITEM: Discussion and possible action on matters related to the approval of a Reimbursement Agreement between the City of Mission and Mission EDC in the amount of \$42,040 for excavation and trenching work performed at 1407 E. Exp. 83, Mission. - T. Garcia

NATURE OF REQUEST:

The City of Mission made much-needed improvements on an MEDC-owned property located at 1407 E. Exp. 83 (next to Olive Garden). The work involved included the excavation, trenching and grading of a detention pond; installation of a storm drain, sanitary sewer lines with manholes; implementation of erosion and sediment controls; utility coordination and protection, the hauling and disposal of materials, and restored the site, making the property significantly more marketable. The amount of the request is \$42,040 and the work has been completed. The MEDC Board approved the Reimbursement Agreement at their June 25, 2026 Board meeting.

Attached is the proposed Reimbursement Agreement, along with supporting documents.

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

BUDGET: \$ _____ **EST. COST:** \$42,040 **CURRENT BUDGET BALANCE:** \$ _____

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Approval

Departmental Approval: Finance

Advisory Board Recommendation: Approval

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

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (this “Agreement”), effective as of _____, 2026, is made by and between MISSION ECONOMIC DEVELOPMENT CORPORATION, a Texas Economic Development Corporation and governed by Texas Local Government Code chapters 501, 502 and 505 and the Texas Non-Profit Corporation Act, (the “MEDC”) acting by and through its governing body, the Board of Directors (the “MEDC Board”), , and THE CITY OF MISSION, TEXAS (the “City”), a Texas home-rule city.

RECITALS

WHEREAS, the City authorized the expenditure of funds for the excavation and construction of a detention pond, along with associated drainage and sanitary sewer improvements at 1407 East Expressway 83 in Mission, Texas (the “Property”); and

WHEREAS, the Board of Directors of MEDC has determined that it is in the best interests of MEDC to reimburse the City for the cost of such work; and

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

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

AGREEMENT

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

ARTICLE 1

GENERAL TERMS

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

“Code” means the Texas Local Government Code, as amended.

“County” means Hidalgo County, Texas.

“City Advances” means any funds advanced by the City pursuant to Section 6.1 of this Agreement, expressly including, but not limited to, out-of-pocket expenses.

“Party” or “Parties” means one or more of the MEDC, and the City, the parties to this Agreement.

“Project” means excavation and construction of a detention pond, along with associated drainage and sanitary sewer improvements conducted by the City at the Property;

“Project Costs” means all costs relating to the Project.

“Property” has the meaning assigned in the Recitals.

“State” means the State of Texas.

1.2 Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

ARTICLE 2 REPRESENTATIONS

2.1 Representations of the MEDC. The MEDC hereby represents to the City that:

(A) The MEDC is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry out the governmental functions and operations contemplated by this Agreement.

(B) The MEDC has the power, authority, and legal right to enter into and perform this Agreement and the execution, delivery, and performance hereof (a) have been duly authorized, (b) to the best of the MEDC’s knowledge, will not violate any applicable judgment, order, law, or regulation, and (c) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the MEDC under any agreement or instrument to which the MEDC is a party or by which the MEDC or its assets may be bound or affected.

(C) The Project Costs are components of or are consistent with the Project, and the Project Costs are eligible for reimbursement in accordance with the Code

(D) This Agreement has been duly authorized, executed, and delivered by the MEDC and, constitutes a legal, valid, and binding obligation of the MEDC, enforceable in accordance with its terms except to the extent that (a) the enforceability of such instrument may be limited by bankruptcy, reorganization, insolvency, moratorium, or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights and (b) certain equitable remedies including specific performance may be unavailable.

(E) The execution, delivery, and performance of this Agreement by the MEDC do not require the consent or approval of any person which has not been obtained.

2.2 Representations of the City. The City hereby represents to the MEDC that:

(A) The City is duly authorized, created, and validly existing under the laws of the State of Texas.

(B) The City has the power, authority, and legal right to enter into and perform the obligations set forth in this Agreement, and the execution, delivery, and performance hereof (a) have been duly authorized, (b) will not, to the best of the City's knowledge, violate any judgment, order, law, or regulation applicable to the City or any provisions of the City's organizational documents, and (c) do not constitute a default under or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the City under any agreement or instrument to which the City is a party or by which the City or its assets may be bound or affected.

(C) The City will have sufficient capital to perform its obligations under this Agreement at the time it needs to have sufficient capital.

(D) This Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the City, enforceable in accordance with its terms except to the extent that (a) the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium, or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights and (b) certain equitable remedies including specific performance may be unavailable.

ARTICLE 3 THE PROJECT COSTS

3.1 The Project. The excavation and construction of a detention pond at the Property, along with associated drainage and sanitary sewer improvements has been

carried out by the City at the Property. The work consisted of excavating and grading a detention area approximately 60 feet wide and 565 feet long, installing storm drainage infrastructure including 24-inch reinforced concrete pipe and an end treatment structure, and installing sanitary sewer lines consisting of approximately 262 LF of 24-inch PVC pipe and 536 LF of 8-inch PVC pipe with associated manholes. The project also included implementation of erosion and sediment control measures such as silt fencing, stabilized construction entrances, inlet protection, and erosion control matting. Utility coordination and locates were performed, existing utilities were protected throughout construction, excavated material was hauled off-site and disposed of properly, and the site was restored upon completion.

3.2 Project Costs. The Project Costs eligible under this Agreement shall be the City's actual expense costs of the Public Improvements, not to exceed \$42,040.00, and shall not include interest.

ARTICLE 4 DUTIES AND RESPONSIBILITIES OF THE CITY

4.1 The City shall have performed the services comprising the Project during between April 2026 and May 2026. An Expenditure Report documenting the Project Costs is attached hereto as **Exhibit "A"**.

4.2 Cooperation. The City agrees that it will cooperate with the MEDC and will provide all necessary information to the MEDC to expedite reimbursement from MEDC for the Project Costs.

ARTICLE 5 DUTIES AND RESPONSIBILITIES OF MEDC

5.1 Reimbursement by MEDC. The MEDC shall reimburse to the City the Project Costs, without interest, as described herein. The total, actual Project Costs for which the MEDC shall be responsible under the terms of this Agreement shall not exceed \$42,040.00.

ARTICLE 6 PROJECT COSTS FINANCING AND FUNDING

6.1 City Advances.

(A) The City will advance, or has advanced, sufficient funds for all costs comprising the Project Costs, including all payments arising under any contracts entered into by the City pursuant to this Agreement, all costs incurred in connection with obtaining governmental approvals, certificates, or permits

(including any building permit fees) required as a part of any contracts entered into in accordance with this Agreement, all related legal fees and out-of-pocket expenses incurred in connection therewith.

(B) Upon the execution of this Agreement by both parties, the MEDC shall reimburse the City pursuant to Section 6.1(A) of this Agreement, up to the maximum amount of the Project Costs, but in no case more than \$42,040.00.

ARTICLE 7 DEFAULT

7.1. Default.

(A) If the MEDC does not perform its obligations hereunder in compliance with this Agreement in all material respects, in addition to the other rights given the City under this Agreement, the City may enforce specific performance of this Agreement or seek actual damages incurred by the City for any such default if such default is not cured within 30 days after receipt by the MEDC of a written notice of default (or such longer period as is reasonably necessary; provided that actions reasonably calculated to cure the default are being diligently pursued to completion).

(B) Force majeure. If force majeure prevents either Party hereto from performing any of its obligations under this Agreement, in whole or part, then the obligations of such Party, to the extent affected by such force majeure, shall be suspended during the continuance of any inability, provided that such Party is exercising due diligence to resume performance at the earliest practical time. As soon as reasonably possible after occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other Party. The term "force majeure," as used herein, shall include, without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, direct orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, and any other incapacities of either Party, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability, and which such Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be remedied with all reasonable dispatch, but shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties

when such settlement is unfavorable to it in the judgment of the Party having the difficulty.

ARTICLE 8 GENERAL

8.1 Inspections. The City agrees to keep such operating records relating to the Project Costs as may be required by the MEDC, or by state and federal law or regulation for a period not to exceed four years after completion, unless otherwise required by law. The City shall allow the MEDC reasonable access to documents and records in the City's possession, custody or control that the MEDC deems necessary to assist the MEDC in determining the City's compliance with this Agreement.

8.2 Personal Liability of Public Officials. To the extent permitted by state law, no director, officer, employee or agent of the MEDC, and no officer, employee, or agent of the City, shall be personally responsible for any liability arising under or growing out of the Agreement.

8.3 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed (certified, return receipt requested), or sent by facsimile transmission confirmed by mailing written confirmation at substantially the same time as such facsimile transmission, or personally delivered to an officer of the receiving Party at the following addresses:

If to the City: City Manager
 City of Mission, Texas
 1201 E. 8th
 Mission, Texas 78572

If to the MEDC: Chief Executive Officer
 Mission Economic Development Corporation
 801 N. Bryan Road
 Mission, Texas 78572

Each Party may change its address by supplying written notice to the other Party in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice sent by facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication delivered in person shall be deemed to be given when actually received by the MEDC or the City, as the case may be.

8.4 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the

MEDC and the City. No course of dealing on the part of the City, nor any failure or delay by the City with respect to exercising any right, power or privilege of the City under this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

8.5 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

8.6 Successors and Assigns. All covenants and agreements made herein by or on behalf of the MEDC shall bind its successors and assigns and shall inure to the benefit of the City and its successors and assigns. The MEDC may assign its rights and obligations under this Agreement or any interest herein, with the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

8.7 Exhibits; Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings in this Agreement are included only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties. Any reference herein to a Section or Subsection shall be considered a reference to such Section or Subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

8.8 Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect.

8.9 Entire Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

8.10 Term. This Agreement shall be in force and effect from the date of execution hereof for a term expiring on the date the City Advances have been repaid in full.

8.11 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld or delayed.

8.12 Additional Actions. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement, and to aid and assist each other in carrying out such terms, provisions, and intent.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Reimbursement Agreement to be duly executed as of the ____ day of _____, 2026.

**MISSION ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
TECLO J. GARCIA, CEO

CITY OF MISSION, TEXAS

By: _____
NORIE GONZALEZ-GARZA, Mayor

Exhibit "A"

Project Costs

City of Mission
Clean Up Order / Expenditure Report

Ditch Widening

Property:

Mission Crossing

Manhole & Rcp Stormline

Date Performed and Time Started/Finished

4/1/2026

Total Hours: 480

Staff	Hourly Rate	Hrs.	Total
Crew leader	\$18.00	120	
HED	\$16.00	120	
laborer	\$14.00	120	
laborer	\$14.00	120	
TOTAL			\$7,440.00

Equipment	Hourly Rate	Hrs.	Total
Scag Mower	\$28.00		
Scag Mower	\$28.00		
Backhoe	\$35.00		
Weedeater (2)	\$20.00		
Chainsaw	\$10.00		
Blower	\$10.00		
Weedeater (1)	\$10.00		
DUMP TRUCK	\$45.00	120	\$5,400.00
DUMP TRUCK	\$45.00	112	\$5,040.00
RCP Pipe			\$2,000.00
Manhole Type M			\$2,000.00
Excavator	\$65.00	120	\$7,800.00
Roller	\$35.00		
Water Truck	\$45.00	8	\$360.00
TOTAL			\$22,600.00

DISPOSAL FEES

Bin Size	Rate /Load	# of Loads	Total
30 cu yd			
10 CU YD			

Staff	\$7,440.00
Equipment	\$22,600.00
Dirt/Brush Disposal	\$12,000.00
Total Amount Due	\$42,040.00

Baldo Hernandez
Crew Supervisor

5/4/2026
Date

Gabriel Diaz
Director

5/4/2026
Date

Stamp Date Received by

City of Mission
Clean Up Order / Expenditure Report

Ditch Widening

Property: _____

Mission Crossing

Manhole & Rcp Stormline

Date Performed and Time Started/Finished

4/1/2026

Total Hours: 480

Staff	Hourly Rate	Hrs.	Total
Crew leader	\$18.00	120	
HCO	\$16.00	120	
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laborer	\$14.00	120	
TOTAL			\$7,440.00

Equipment	Hourly Rate	Hrs.	Total
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Chainsaw	\$10.00		
Blower	\$10.00		
Weedeater (1)	\$10.00		
DUMP TRUCK	\$45.00	120	\$5,400.00
DUMP TRUCK	\$45.00	112	\$5,040.00
RCP Pipe			\$2,000.00
Manhole Type M			\$2,000.00
Excavator	\$65.00	120	\$7,800.00
Roller	\$35.00		
Water Truck	\$45.00	8	\$360.00
TOTAL			\$22,600.00

DISPOSAL FEES

Bin Size	Rate /Load	# of Loads	Total
30 cu yd			
10 CU YD			

Staff	\$7,440.00
Equipment	\$22,600.00
Dirt/Brush Disposal	\$12,000.00
Total Amount Due	\$42,040.00

Baldo Hernandez
Crew Supervisor

5/4/2026
Date

Gabriel Diaz
Director

5/4/2026
Date


Stamp Date Received by



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: July 14, 2026

PRESENTED BY: Teclo Garcia, CEO, Mission EDC

AGENDA ITEM: Discussion and possible action on matters related to the approval of a Reimbursement Agreement between the City of Mission and Mission EDC in the amount of \$78,800 for property maintenance at the Cimarron Country Club. - T. Garcia

NATURE OF REQUEST:

This Reimbursement Agreement, between the City of Mission and Mission EDC, is for emergency mowing by the City of Mission at the Cimarron Country Club property in the amount of \$78,800. The mowing was due to excessive overgrown turf at the property. The Mission EDC Board agreed to reimburse the City of Mission for the maintenance. The Mission EDC Board approved the Reimbursement Agreement at their Board meeting of June 25, 2026.

Attached is the proposed Reimbursement Agreement, along with supporting documents.

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

BUDGET: \$ _____ **EST. COST:** \$78,800.00 **CURRENT BUDGET BALANCE:** \$ _____

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Approval

Departmental Approval: Finance

Advisory Board Recommendation: Approval

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

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (this “Agreement”), effective as of _____, 2026, is made by and between MISSION ECONOMIC DEVELOPMENT CORPORATION, a Texas Economic Development Corporation and governed by Texas Local Government Code chapters 501, 502 and 505 and the Texas Non-Profit Corporation Act, (the “MEDC”) acting by and through its governing body, the Board of Directors (the “MEDC Board”), , and THE CITY OF MISSION, TEXAS (the “City”), a Texas home-rule city.

RECITALS

WHEREAS, the City authorized the expenditure of funds for mowing and maintenance at the Cimarron golf course in Mission, Texas (the “Property”); and

WHEREAS, the Board of Directors of MEDC has determined that it is in the best interests of MEDC to reimburse the City for the cost of such mowing and maintenance; and

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

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

AGREEMENT

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

ARTICLE 1

GENERAL TERMS

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

“Code” means the Texas Local Government Code, as amended.

“County” means Hidalgo County, Texas.

“City Advances” means any funds advanced by the City pursuant to Section 6.1 of this Agreement, expressly including, but not limited to, out-of-pocket expenses.

“Party” or “Parties” means one or more of the MEDC, and the City, the parties to this Agreement.

“Project” means the mowing and maintenance conducted by the City at the Property;

“Project Costs” means all costs relating to the Project.

“Property” has the meaning assigned in the Recitals.

“State” means the State of Texas.

1.2 Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

ARTICLE 2 REPRESENTATIONS

2.1 Representations of the MEDC. The MEDC hereby represents to the City that:

(A) The MEDC is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry out the governmental functions and operations contemplated by this Agreement.

(B) The MEDC has the power, authority, and legal right to enter into and perform this Agreement and the execution, delivery, and performance hereof (a) have been duly authorized, (b) to the best of the MEDC’s knowledge, will not violate any applicable judgment, order, law, or regulation, and (c) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the MEDC under any agreement or instrument to which the MEDC is a party or by which the MEDC or its assets may be bound or affected.

(C) The Project Costs are components of or are consistent with the Project, and the Project Costs are eligible for reimbursement in accordance with the Code

(D) This Agreement has been duly authorized, executed, and delivered by the MEDC and, constitutes a legal, valid, and binding obligation of the MEDC,

enforceable in accordance with its terms except to the extent that (a) the enforceability of such instrument may be limited by bankruptcy, reorganization, insolvency, moratorium, or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights and (b) certain equitable remedies including specific performance may be unavailable.

(E) The execution, delivery, and performance of this Agreement by the MEDC do not require the consent or approval of any person which has not been obtained.

2.2 Representations of the City. The City hereby represents to the MEDC that:

(A) The City is duly authorized, created, and validly existing under the laws of the State of Texas.

(B) The City has the power, authority, and legal right to enter into and perform the obligations set forth in this Agreement, and the execution, delivery, and performance hereof (a) have been duly authorized, (b) will not, to the best of the City's knowledge, violate any judgment, order, law, or regulation applicable to the City or any provisions of the City's organizational documents, and (c) do not constitute a default under or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the City under any agreement or instrument to which the City is a party or by which the City or its assets may be bound or affected.

(C) The City will have sufficient capital to perform its obligations under this Agreement at the time it needs to have sufficient capital.

(D) This Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the City, enforceable in accordance with its terms except to the extent that (a) the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium, or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights and (b) certain equitable remedies including specific performance may be unavailable.

ARTICLE 3 THE PROJECT COSTS

3.1 Cimarron Maintenance and Mowing. The mowing and maintenance at the Property was carried out by the City.

3.2 Project Costs. The Project Costs eligible under this Agreement shall be the City's actual expense costs of the Public Improvements, not to exceed \$78,000.00, and shall not include interest.

ARTICLE 4 DUTIES AND RESPONSIBILITIES OF THE CITY

4.1 The City shall have performed the services comprising the Project during between October 2025 and April 2026. An Expenditure Report documenting the Project Costs is attached hereto as **Exhibit "A"**.

4.2 Cooperation. The City agrees that it will cooperate with the MEDC and will provide all necessary information to the MEDC to expedite reimbursement from MEDC for the Project Costs.

ARTICLE 5 DUTIES AND RESPONSIBILITIES OF MEDC

5.1 Reimbursement by MEDC. The MEDC shall reimburse to the City the Project Costs, without interest, as described herein. The total, actual Project Costs for which the MEDC shall be responsible under the terms of this Agreement shall not exceed \$78,800.00.

ARTICLE 6 PROJECT COSTS FINANCING AND FUNDING

6.1 City Advances.

(A) The City will advance, or has advanced, sufficient funds for all costs comprising the Project Costs, including all payments arising under any contracts entered into by the City pursuant to this Agreement, all costs incurred in connection with obtaining governmental approvals, certificates, or permits (including any building permit fees) required as a part of any contracts entered into in accordance with this Agreement, all related legal fees and out-of-pocket expenses incurred in connection therewith.

(B) Upon the execution of this Agreement by both parties, the MEDC shall reimburse the City pursuant to Section 6.1(A) of this Agreement, up to the maximum amount of the Project Costs, but in no case more than \$78,800.00.

ARTICLE 7 DEFAULT

7.1. Default.

(A) If the MEDC does not perform its obligations hereunder in compliance with this Agreement in all material respects, in addition to the other rights given the City under this Agreement, the City may enforce specific performance of this Agreement or seek actual damages incurred by the City for any such default if such default is not cured within 30 days after receipt by the MEDC of a written notice of default (or such longer period as is reasonably necessary; provided that actions reasonably calculated to cure the default are being diligently pursued to completion).

(B) Force majeure. If force majeure prevents either Party hereto from performing any of its obligations under this Agreement, in whole or part, then the obligations of such Party, to the extent affected by such force majeure, shall be suspended during the continuance of any inability, provided that such Party is exercising due diligence to resume performance at the earliest practical time. As soon as reasonably possible after occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other Party. The term "force majeure," as used herein, shall include, without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, direct orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, and any other incapacities of either Party, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability, and which such Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be remedied with all reasonable dispatch, but shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the Party having the difficulty.

ARTICLE 8 GENERAL

8.1 Inspections. The City agrees to keep such operating records relating to the Project Costs as may be required by the MEDC, or by state and federal law or regulation for a period not to exceed four years after completion, unless otherwise required by law.

The City shall allow the MEDC reasonable access to documents and records in the City's possession, custody or control that the MEDC deems necessary to assist the MEDC in determining the City's compliance with this Agreement.

8.2 Personal Liability of Public Officials. To the extent permitted by state law, no director, officer, employee or agent of the MEDC, and no officer, employee, or agent of the City, shall be personally responsible for any liability arising under or growing out of the Agreement.

8.3 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed (certified, return receipt requested), or sent by facsimile transmission confirmed by mailing written confirmation at substantially the same time as such facsimile transmission, or personally delivered to an officer of the receiving Party at the following addresses:

If to the City: City Manager
City of Mission, Texas
1201 E. 8th
Mission, Texas 78572

If to the MEDC: Chief Executive Officer
Mission Economic Development Corporation
801 N. Bryan Road
Mission, Texas 78572

Each Party may change its address by supplying written notice to the other Party in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice sent by facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication delivered in person shall be deemed to be given when actually received by the MEDC or the City, as the case may be.

8.4 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the MEDC and the City. No course of dealing on the part of the City, nor any failure or delay by the City with respect to exercising any right, power or privilege of the City under this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

8.5 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

8.6 Successors and Assigns. All covenants and agreements made herein by or on behalf of the MEDC shall bind its successors and assigns and shall inure to the benefit of the City and its successors and assigns. The MEDC may assign its rights and obligations under this Agreement or any interest herein, with the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

8.7 Exhibits; Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings in this Agreement are included only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties. Any reference herein to a Section or Subsection shall be considered a reference to such Section or Subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

8.8 Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect.

8.9 Entire Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

8.10 Term. This Agreement shall be in force and effect from the date of execution hereof for a term expiring on the date the City Advances have been repaid in full.

8.11 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld or delayed.

8.12 Additional Actions. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement, and to aid and assist each other in carrying out such terms, provisions, and intent.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Reimbursement Agreement to be duly executed as of the ____ day of _____, 2026.

**MISSION ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
TECLO J. GARCIA, CEO

CITY OF MISSION, TEXAS

By: _____
NORIE GONZALEZ-GARZA, Mayor

Exhibit "A"

Project Costs

City of Mission
Clean Up Order / Expenditure Report

Mowing

Property:

Cimarron Golf Club

5 mowing cycles

Date Performed and Time Started/Finished
October 2025 - April 2026

Total Hours: 2,000

Staff	Hourly Rate	Hrs.	Total
Crew leader	\$18.00	400	
HED	\$16.00	400	
laborer	\$14.00	400	
laborer	\$14.00	400	
laborer	\$14.00	400	
TOTAL			\$30,400.00

Equipment	Hourly Rate	Hrs.	Total
Scag Mower	\$28.00	400	\$11,200.00
Scag Mower	\$28.00	400	\$11,200.00
Backhoe	\$35.00		
Weedeater (2)	\$20.00	400	\$8,000.00
Chainsaw	\$10.00		
Blower	\$10.00		
Weedeater (1)	\$10.00		
Tractor / 3 deck	\$45.00	400	\$18,000.00
DUMP TRUCK	\$45.00		
Sweeper	\$65.00		
Materials (hot mix)	\$90.00		
Paver	\$65.00		
V.Roller	\$35.00		
ENDLOADER	\$45.00		
TOTAL			\$48,400.00

DISPOSAL FEES

Bin Size	Rate /Load	# of Loads	Total
30 cu yd			
10 CU YD			

Staff	\$30,400.00
Equipment	\$48,400.00
Disposal Fees	
Total Amount Due	\$78,800.00

Baldo Hernandez
Crew Supervisor

5/4/2026

Date _____

Gabriel Diaz
Director

5/4/2026

Date _____

Date _____
Stamp Date Received by _____



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: July 14, 2026
PRESENTED BY: Brad Bentsen, Director
AGENDA ITEM: Discussion and Possible Action for the Approval to Waive Rental Fees for Mission Recreation Center - Bentsen

NATURE OF REQUEST: Seeking discussion and possible action for the approval for the waiving of rental fees for Mission Recreation Center to Ciudad de Refugio / A Place of Hope Ministries for a Back-to-School Community Outreach on Saturday, August 8, 2026. Purpose of event is a Back to School Blessing for the community, providing free of charge, haircuts, backpacks filled with school supplies, music and possible food. Cost of rent for this event would be \$150.00.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Legal, Purchasing

Advisory Board Recommendation:

City Manager's Recommendation:

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



CIUDAD DE REFUGIO / A PLACE OF HOPE MINISTRIES

5905 Schuerbach Rd. • Mission, TX 78573 • (956) 359-5272

In Partnership with Christ Up Ministry

June 24, 2026

Mr. Brad Bentsen
Parks and Recreation Department
City of Mission, Texas

RE: Request for Use of the Bryan Road Recreation Center – Back to School Community Outreach

Dear Mr. Bentsen,

It was a pleasure speaking with you today. Thank you for taking the time to discuss our upcoming community outreach and for requesting this letter.

As mentioned during our conversation, I first spoke with **Commissioner Plata**, who kindly directed me to contact you regarding the availability of the Bryan Road Recreation Center. I sincerely appreciate both of your willingness to help us serve the families of Mission.

On behalf of **Ciudad de Refugio / A Place of Hope Ministries**, in partnership with **Christ Up Ministry**, I respectfully request the use of the Bryan Road Recreation Center for our **Back to School Community Outreach on Saturday, August 8, 2026**.

This outreach is designed to be a blessing to our community and will be offered completely free of charge. Our plans currently include free haircuts, backpacks filled with school supplies, Christian hip-hop music, and messages of hope and faith. We are also considering providing free food; however, that portion of the event is still being finalized and will be determined at a later date.

Our mission is to encourage students and families as they prepare for the new school year while creating a safe, positive, family-friendly environment that reflects hope, unity, and service to our community.

Thank you again for your time and consideration. We look forward to partnering with the City of Mission to make this outreach a meaningful success.

Respectfully,

Gerardo Agustin Rodriguez
President of the Board
Ciudad de Refugio / A Place of Hope Ministries



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: July 14, 2026

PRESENTED BY: Vidal Roman, Finance Director

AGENDA ITEM: Discussion and possible action on matters related to the approval of an Agreement between Galindo Auctions to auction certain city property determined no longer in use by the city - Roman

NATURE OF REQUEST:

Staff is seeking the approval of the attached agreement between Galindo Auctions to auction certain city property determined is no longer in use by the city. This request is to authorize the surplus of items that will be sold at an in-person and online auction. Those items with no resale value will be disposed. Finance Department is requesting authorization to auction equipment using the services of Galindo Auctions.

BUDGETED: Yes / No/ N/A	FUND:	ACCT. #:
_____	_____	_____
BUDGET:\$ _____	EST. COST: \$ _____	CURRENT BUDGET BALANCE: \$ _____
BID AMOUNT: \$ _____		

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

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

_____AYES

_____NAYS

_____DISSENTING _____

Personal & Chattel Property Auction Agreement



Item 19.

The agreement made and entered into this 1 day of July, 2026 by and between

SELLER'S NAME: City of Mission

SELLER'S ADDRESS: 1201 E 8th St., Mission, Tx 78573

"Where Experience Matters"

hereafter called "Seller", whether one or more, and **GALINDO AUCTIONS LLC, MISSION, TX. 78573**, hereafter called "Auctioneer". **WHEREAS** Seller is the owner of certain property described below (or on separate lists which may be attached hereto and made a part hereof), which Seller desires to sell at public auction, and **WHEREAS**, Seller wishes to employ Auctioneer to effect the sale of said property, **NOW, THEREFORE, IN CONSIDERATION** of the mutual promises herein contained, it is agreed as follows:

1. **Right to sell:** Seller grants to Auctioneer the exclusive right to sell said property as is and where is for cash or other consideration as agreed to by the parties. Seller relinquishes his/her right to sell same. The seller agrees to deliver and sell at auction the items listed or described on attached [list(s)]. The seller further agrees not to remove any listed item(s) from the auction.

2. **Auction Service:** Auctioneer agrees to use their professional skill, knowledge, and experience to the best advantage in preparing and conducting the auction.

3. **Commission, Time, and Place of Sale:** Seller hereby employs Auctioneer to sell the aforesaid property at absolute auction on the August 8, 2026 at 10 o'clock AM. to the highest bidder without limit, favor or reserve. Seller agrees to pay Auctioneer a commission of 8% General Merchandise / 4% vehicles of the gross sales total or base of \$ 0 whichever is greater for which the property has been sold as compensation for managing, auctioneering and clerking the auction. All buy backs will be charged the seller's fee/PO FEE: 0.

4. Said auction to be held 11437 N Glasscock Rd Mission Tx 78573
Address City State Zip code

5. **Advertising:** It is understood and agreed that Auctioneer will set up and arrange at auctioneer's discretion timely advertising, which will be at the seller's expense and will be paid out of the proceeds of the sale. Final advertising will be at auctioneer's discretion. Cost \$100.00

6. **Insurance:** Seller agrees to provide and carry adequate liability insurance against any and all liabilities which may result on premises of Seller. Seller further agrees to indemnify and hold Auctioneer harmless from any claim, loss or damage as a result of said sale and to bear the risk of any loss or damage to any property included in said auction.

7. **Property:** Items to be sold at auction, include the following and listed: 2026 Annual Contract- Expiring December 31, 2026

Approved City Surplus Inventory to be sold Absolute with No Reserve to Highest Bidder

8. **Further seller's expenses:** Vehicles towed if approved to be taken from proceeds Contacts- Andy Garcia, Ryan Herber: 956-580-8180, Albert Cardenas: 956-293-4641

IF NONE WRITE NONE

9. **Further conditions:** City of Mission to run legal ads / Auctions to be Held as Needed by the City

IF NONE WRITE NONE

10. **Warranty:** The Seller (whether one or more), warrants, conveys and agrees that he/she/they/it has good title and right to sell said property and said property is free from all encumbrances, liens etc. Except as follows:

ITEM	MORTGAGE OR LIEN HOLDER	ADDRESS	APPROX. UNPAID BALANCE
------	-------------------------	---------	------------------------

If none, write none, NONE. If said property or any part thereof is encumbered, Seller agrees that the sale proceeds from such property be paid jointly to said lien holder and Seller. UCC Lien Research also will be paid by seller.

11. **Merchantable Title:** Seller warrants and agrees to provide merchantable title to all items sold, to deliver good title to purchasers.

12. **Seller acknowledges** that Auctioneer and /or his agent(s) cannot accurately predict the price the property will bring at auction and Seller further acknowledges that Auctioneer and/or his agent(s) have not made any such assurances or predictions of price to the Seller or his/her agent(s).

13. **The Parties agree** that the exclusive course of action in any litigation or dispute concerning the enforcement of this agreement shall be by binding arbitration with the County of Hidalgo, State of Texas, and the Texas laws shall govern.

14. **The prevailing Party (s)** in any dispute arising out of the relationship undertaken through this agreement shall be entitled to an award of reasonable cost, arbitration, and fees incurred.

15. **Auctioneer will have 14 business days** from the conclusion of the auction to make settlement with proprietors of sale. Final settlement will be less all auction expenses such as auctioneers fee, advertising, permit fees, set up charges, lien surveys, bad or stop payment on checks /credit cards etc....

16. **Cancellation:** If seller cancels auction after 24 hrs. of signing, seller agrees to pay auctioneer all marketing and setup expenses incurred, and the commission previously stated in contract. (Auctioneer will assess the auction value). In case of postponement due to inclement weather, said auction will take place on a later date agreeable to both parties and any new advertising cost will be paid by seller.

17. **Removal of rubbish and debris:** auctioneer will not be responsible for removal of rubbish and/or debris.

18. **Seller and Auctioneer agree** that they have had the opportunity to review this Agreement and have had an opportunity to be advised as to its contents, requirements and liabilities, and have signed this Service Agreement fully understanding their respective rights, responsibilities and obligations as set forth herein.

19. The Auction Company assumes no responsibility for any damage, theft or shortages, before, during or after the Auction. The seller is responsible for securing the property after it has been offered by signing this contract.

20. The Auction Company also charges a Buyers premium to Buyers on all Sales.

21. Individual Auctioneers conducting the Auction are licensed by the Texas Department of Licensing and Regulation (TDLR), P.O BOX 12157, AUSTIN TX 78711 (512) 463-2906. TDLR's recovery fund may protect sellers and purchasers from any wrongful conduct by Auctioneer.

22. If Highest bidder does not accept or pay for sellers' property, it is mutually agreed that the seller takes it back with no recourse against the auctioneers.

23. **Termination for Convenience Clause:** There are no charges if an item needs to be removed from a sale held at Galindo Auctions Center.

WE ARE NOT RESPONSIBLE FOR LOSS, STOLEN OR DAMAGED ITEMS.

SELLER'S NAME

Ismael Galindo
AUCTIONEER AGENT

Ph: (956) 929-3623

Ph: (956) 451-4060

July 1, 2026
DATE

www.galindoauctions.com
galindoauctions@gmail.com

TELEPHONE

DATE

Jerry Galindo #13451



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: July 14, 2026

PRESENTED BY: Vidal Roman, Finance Director

AGENDA ITEM: Discussion and possible action on matters related to the approval of Resolution No. _____ declaring certain City-owned property as surplus and authorizing the disposition of such property – Roman

NATURE OF REQUEST:

The Surplus Resolution attached lists items staff has determined is no longer of use to the city. All surplus items will be sold at online auction and those items with no resale value will be disposed. Finance Department is requesting authorization to surplus the attached list of machinery and equipment.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
DECLARING CERTAIN CITY PROPERTY SURPLUS AND AUTHORIZING THE
DISPOSITION OF SAID PROPERTY TO FURTHER A PUBLIC PURPOSE; AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City of Mission, as a home-rule municipality, may “lease, grant, or convey” personal property in accordance with the Texas Constitution and state law; and

WHEREAS, included among the management responsibilities of public property is the authority and duty to declare property determined to be of no further use to the City to be surplus; and,

WHEREAS, surplus property is personal property that is not needed or required for an entity’s foreseeable needs but still has some usefulness for the purpose it was originally intended; and

WHEREAS, the City is authorized to dispose of personal property that is found to be surplus in any manner that does not violate the Constitution; and

WHEREAS, the City has determined that the disposition of property seen in Exhibit A of this resolution would be beneficial to the City and serve a public purpose.

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

Section 1. The City Council of the City of Mission, Texas hereby declares the property listed in the attached **Exhibit A** as surplus, authorizes the listing and sale of such property via online auction and/or disposal if the property is determined to have no resale value, and authorizes the City Manager and their staff to execute all necessary documents to complete the transfer of said property in accordance with the forgoing legislative findings.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED this____ day of_____20_.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

INVENTORY TO SURPLUS FY 2025-2026

 SOLD / DIS
 REMOVED
 IN AUCTION

Machinery/Equipment	Identifier	Asset Tag No.	Department		
2017 CHEVY TAHOE	1GNLCDEC4HR161822	012127	POLICE	POLICE	SPECIAL(GRANTS)
2018 CHEVY TAHOE	1GNLCDEC3JR167603	013205	POLICE		SPECIAL(GRANTS)
2019 CHEVY TAHOE	1GNLCDEC5KR127539	014388	POLICE		GENERAL
2016 CHEVY TAHOE	1GNLCDEC8GR271366	011300	POLICE		SPECIAL(GRANTS)
2005 FORD F-150	1FTRX12W55NB31235	005111	POLICE		BONDS
2013 CHEVY TAHOE	1GNLC2E09DR256770	009846	POLICE		GENERAL
2014 CHEVY TAHOE	1GNLC2E05ER200925	010226	POLICE		SPECIAL(GRANTS)
CRAFTSMAN TOOLBOX	N/A	N/A	POLICE		GENERAL
ANTIBACTERIAL FOGGER MACHINE	N/A	015266	POLICE		SPECIAL(GRANTS)
PACER 2 INCH WATER PUMP	N/A	N/A	GOLF COURSE	GOLF COURSE	GOLF
HONDA HYDRO 2 INCH WATER PUMP	N/A	N/A	GOLF COURSE		GOLF
ECHO 1 INCH WATER PUMP	N/A	N/A	GOLF COURSE		GOLF
(3) ECHO WEED EATERS	N/A	N/A	GOLF COURSE		GOLF
POWER SPIKER	N/A	N/A	GOLF COURSE		GOLF
ASSOCIATED POWER BATTERY CHARGER	N/A	N/A	GOLF COURSE		GOLF
DEWALT POWER WASHER	N/A	N/A	GOLF COURSE		GOLF
STIHL PRUNER	N/A	N/A	GOLF COURSE		GOLF
ECHO CS 370 CHAINSAW	N/A	008650	GOLF COURSE		GOLF
JD WALK BEHIND GREENSMOWER	N/A	007479	GOLF COURSE		GOLF
JD WALK BEHIND GREENSMOWER	N/A	007480	GOLF COURSE		GOLF
GRAVELY ZERO TURN MOWER	N/A	004412	GOLF COURSE		GOLF
1550 PRO JOHN DEERE MOWER	N/A	011172	GROUND		GOLF
ECHO POLE PRUNER	N/A	004418	GOLF COURSE		GOLF
ECHO POLE PRUNER	N/A	007264	GOLF COURSE		GOLF
ECHO POLE PRUNER	N/A	001363	GOLF COURSE		GOLF
SENTRY SAFE	N/A	RCI TAG 016647	GOLF COURSE		GOLF
SONY TELEVISION	N/A	RCI TAG 016140	GOLF COURSE		GOLF
420 E BACKHOE	CAT0420EDAN002203	008625	WATER DIST.	WATER DISTRIBUTION	UTILITY
420 E BACKHOE	CAT0420EJDAN02164	008626	WATER DIST.		UTILITY
2014 CHEVY CAMARO	2G1FA1E37E9284734	014728	POLICE DEPT.	POLICE DEPT.	AWARDED
2005 FORD F-150	1FTRX12W35NB31234	005109	POLICE DEPT.		GENERAL
2008 BMW 328X1	WBAVT73588F237097	N/A	POLICE DEPT.		AWARDED
(8) WHEELS GRILL GUARD BUMPERS	N/A	N/A	POLICE DEPT.		GENERAL
(8) VEHICLE CIRCUIT/ CONNECTION BOARDS	N/A	N/A	POLICE DEPT.		GENERAL
(2) 2025 CHEVY TAHOE BACKSEATS	N/A	N/A	POLICE DEPT.		GENERAL
(8) CAGE/METAL/BULLETPROOF GLASS DIVIDERS	N/A	N/A	POLICE DEPT.		GENERAL
(8) EMERGENCY TOP POLICE LIGHTS	N/A	N/A	POLICE DEPT.		GENERAL
(8) HAVIS PANASONIC TOUGHBOOK LAPTOP VEHICLE MOUNTS	N/A	N/A	POLICE DEPT.		GENERAL
(8) CENTER CONSOLE WHEELS SIREN/LIGHT CONTROL BOARD W/ PRINTER MOUNT	N/A	N/A	POLICE DEPT.		GENERAL
(8) PLASTIC BUCKET REPLACEMENT SEATS	N/A	N/A	POLICE DEPT.		GENERAL
WHEELS CEN COM SAPPHIRE CONNECTOR	N/A	N/A	POLICE DEPT.		GENERAL
VOICELINK PLUS L3 COMMUNICATIONS	2110296	N/A	POLICE DEPT.		GENERAL
(8) WHEELS MOBILE MICROPHONE RADIOS	N/A	N/A	POLICE DEPT.		GENERAL
(8) MOBILE DISPLAYS	N/A	N/A	POLICE DEPT.		GENERAL
L3 FLASHBACK 2	N/A	N/A	POLICE DEPT.		GENERAL
(8) DECATOR G3 SPEED DETECTOR	N/A	N/A	POLICE DEPT.		GENERAL
(8) MOUNTED MINI GENESIS 2 SPOTLIGHTS	N/A	N/A	POLICE DEPT.		GENERAL
(16) CAGE WINDOW PROTECTORS	N/A	N/A	POLICE DEPT.		GENERAL
(2) HEAVY DUTY TIRE CHOCKS	N/A	N/A	POLICE DEPT.		GENERAL



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: July 14, 2026

PRESENTED BY: Cesar Torres, Chief of Police

AGENDA ITEM: Discussion and possible action on matters related to the authorization to purchase, via financing, (3) three Chevy pickup trucks from SAMES Laredo Chevrolet INC (TIPS #240901), in the amount of \$146,250.00, using budgeted capital outlay funds – Torres

NATURE OF REQUEST:

The Mission Police Department is seeking authorization to purchase, via financing, (3) three Chevy pickup trucks from SAMES Laredo Chevrolet INC (TIPS #240901). The pickup truck expenditure is \$146,250.00. This expense will be paid using budgeted capital outlay funds. This expenditure will allow the Mission Police Department to replace criminal investigation's worn-out fleet.

BUDGETED: Yes **FUND:** Machinery & Equipment – **ACCT. #:** 01-430-74950
Capital Outlay

BUDGET: \$310,237.00 **EST. COST:** \$146,250.00 **CURRENT BUDGET BALANCE:** \$215,816.00

BID AMOUNT: _____

STAFF RECOMMENDATION:

Approval.

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *JP7*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

Quote #: SAG-5491

Date: 6/22/2026

Expires: 7/22/2026

Quote From:

Sames Laredo Chevrolet, Inc
3701 E. Saunders Street
Laredo, TX 78041
Jake Schobinger | jakes@sames.net
Phone: 210.381.8674

Quote For:

City of Mission
1201 East 8th Street
Mission, Texas 78572

Vehicle Information

Year	Make/Model	Contract #	Color	Qty	Price	Total
2026	Chevrolet 4WD Crew Cab Short Box CUSTOM CK10543	TIPS 240901	Sterling Gray Metallic	3	\$48,350.00	\$145,050.00

Vehicles Subtotal: \$145,050.00

Est. Delivery: 2026 Chevrolet 4WD Crew Cab Short Box CUSTOM CK10543 — Factory Order (60-90 days)

Standard Options: 2026 Chevrolet 4WD Crew Cab Short Box CUSTOM CK10543

- L3B - Engine, TurboMax
- MFC - Transmission, 8-speed automatic, electronically controlled
- 1CX - Custom Preferred Equipment Group
- AZ3 - Seats, front 40/20/40 split-bench
- IOR - Audio system, Chevrolet Infotainment 3 system
- NZP - Wheels, 20" x 9" Bright Silver painted aluminum
- QAB - Tires, 275/60R20 all-season, blackwall
- GU6 - Rear axle, 3.42 ratio
- GXD - Sterling Gray Metallic exterior
- H0U - Jet Black, Cloth seat trim interior
- FE9 - Emissions, Federal requirements
- 5H1 - Key equipment, two additional key fobs
- VK3 - License plate kit, front

Transport Route: 3701 E. Saunders Street, Laredo, TX, 78041 to 1201 East 8th Street, Mission, Texas, 78572

Transport: \$400.00/vehicle x 142.7 miles = **\$1,200.00**

PRICING SUMMARY

Vehicles: \$145,050.00 Transport: \$1,200.00
Options: \$0.00 Trade-In: (\$0.00)
Upfitters: \$0.00

GRAND TOTAL: \$146,250.00

TERMS AND CONDITIONS

Balance on the vehicle is due within thirty (30) days of delivery to the upfitter or customer. A \$500 per month floor plan interest charge will be applied to any unpaid balance beyond Net 30 terms.

All prices provided in this quote are based on current market conditions and are subject to change. Pricing may be impacted by changes in OEM production availability, allocation limits, material shortages, tariffs, trade regulations, or other factors beyond the dealership's control.

Vehicle availability, production timing, and delivery schedules are subject to OEM manufacturing constraints and supply-chain conditions. The dealership shall not be held liable for delays, cancellations, or non-production resulting from OEM constraints or manufacturer decisions. In the event an OEM is unable to produce or deliver a vehicle as quoted, the dealership reserves the right to modify, delay, substitute, or cancel the order without penalty.

Any resulting price or availability changes will be communicated prior to final purchase or delivery.

[View our in-stock vehicles at samesgovfleet.com/inventory](https://www.samesgovfleet.com/inventory)

www.samesgovfleet.com

 Follow us on Facebook

The Interlocal Purchasing System

Purchasing Made Personal



Printed: June 24, 2026



www.samesauto.com/government-fleet.htm

Sames Laredo Chevrolet INC

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM

PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER

ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

PAYMENT TO

ADDRESS **3701 E Saunders St**
CITY **Laredo**
STATE **TX**
ZIP **78041**

TIPS CONTACT

NAME **Charlie Martin**
PHONE **(866) 839-8477**
FAX **(866) 839-8472**
EMAIL **tips@tips-usa.com**

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: **N** HUB: **N**

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WV | WY

Overview

Sames Laredo Chevrolet is a leading automotive dealership in Laredo, Texas, specializing in the sale and service of Chevrolet vehicles. We offer a wide range of new and used Chevrolet cars, trucks, SUVs, and vans, catering to diverse customer needs and preferences. Sames Laredo Chevrolet is committed to providing exceptional customer service and ensuring customer satisfaction throughout the entire car-buying and ownership experience.

AWARDED CONTRACTS

"View EDGAR Doc" on Website

Contract	Commodity	Exp Date	EDGAR
240901	Transportation Vehicles	11/30/2027	Yes

CONTACTS BY CONTRACTS

Item 21.

240901

Name	Title	Phone	Email
David Lowry	Government Fleet Sales Manager	(956) 482-7507	dlowry@sames.net
Chris Collins	Government Fleet Sales Manager	(956) 482-7506	chris.collins@sames.net
David Lowry	PO Contact	(956) 482-7507	quotes@sames.net



Item 21.

SAMES LAREDO CHEVROLET, INC.

Unique Entity ID YHC3J5RLQQG1	CAGE / NCAGE 9TMU6	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 22, 2027	
Physical Address 3701 E Saunders ST Laredo, Texas 78041-5463 United States	Mailing Address PO Box 879 Laredo, Texas 78042 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Texas 28	State / Country of Incorporation Texas / United States	URL https://www.sameslaredochevrolet.com

Registration Dates

Activation Date Jan 29, 2026	Submission Date Jan 22, 2026	Initial Registration Date Feb 7, 2024
--	--	---

Entity Dates

Entity Start Date Sep 21, 2021	Fiscal Year End Close Date Dec 25
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

107

Socio-Economic Types

Minority-Owned Business
Women-Owned Business
Hispanic American Owned

Item 21.

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 9TMU6

Points of Contact

Electronic Business

 Liza Gonzalez, Controller	3701 E. Saunders ST. Laredo, Texas 78041 United States
David Lowry	6001 San Dario AVE Laredo, Texas 78041 United States

Government Business

 Chris m Collins, Government Fleet Manager	3701 E. Saunders ST. Laredo, Texas 78041 United States
David Lowry	6001 San Dario AVE Laredo, Texas 78041 United States

Past Performance

 Chris M Collins, Government Fleet Manager	3701 E. Saunders ST. Laredo, Texas 78041 United States
David Lowry	6001 San Dario AVE Laredo, Texas 78041 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	441110	New Car Dealers
	441120	Used Car Dealers
	441330	Automotive Parts And Accessories Retailers

Product and Service Codes

PSC	PSC Name
2310	Passenger Motor Vehicles

Disaster Response

This entity does not appear in the disaster response registry.



ANLC Governmental Lease Purchase Quote
City of Mission Police Department
May 20, 2026

	3 yr with \$1 Buyout	4 yr with \$1 Buyout	5 yr with \$1 Buyout
2026 Chevrolet Silverado Custom Short Box 4X4 Trail Boss			
Purchase from Sames Laredo Chevrolet	\$53,659.05	\$53,659.05	\$53,659.05
+ UCC Equipment Filing Charge	\$0.00	\$0.00	\$0.00
+ ANLC documentation fee	\$150.00	\$150.00	\$150.00
- Down payment (or trade in's)	\$0.00	\$0.00	\$0.00
Total per unit	\$53,809.05	\$53,809.05	\$53,809.05
<i>Estimated Start Date 06/01/26</i>			
2027 Payment #1	\$19,955.37	\$15,361.82	\$12,611.00
2028 Payment #2	\$19,955.37	\$15,361.82	\$12,611.00
2029 Payment #3	\$19,955.37	\$15,361.82	\$12,611.00
2030 Payment #4		\$15,361.82	\$12,611.00
2031 Payment #5			\$12,611.00
Annual Payment Total: 3 Vehicle	\$59,866.11	\$46,085.45	\$37,833.00
Residual Purchase:	\$1.00	\$1.00	\$1.00
Bank qualified rate	5.53%	5.53%	5.53%

X3 Vehicle
 "
 "
 "
 "

Per Year
 for 5 yrs.

Note: Bank Qualified Rate subject to change. Rate is good for 30 days.



RE: Quote for 5 Year Finance Purchase on Vehicles

From Lau, Brandon <Brandon.Lau@frostbank.com>
Date Thu 6/4/2026 8:45 AM
To Reynaldo Perez <asstchiefperez@missiontexas.us>
Cc Virginia Passamentt <vpassamentt0741@missiontexas.us>

Morning Asst. Chief,

Thanks for reaching out to Frost. Below is an indication of what the current rates are for our vehicle/equipment financing arrangements. For a formal and binding proposal, we'll need to complete an underwriting analysis on the City. I can start that process with your go ahead.

5-year term = 4.70% to 5.30%

rates assume a tax exempt bank qualified status

Brandon Lau

Assistant Vice President | Rio Grande Valley Public Finance
Frost – Banking, Investments, Insurance
1901 W Nolana Ave, McAllen, TX 78504
Office: 956-668-3019 | Cell: 956-309-8087
brandon.lau@frostbank.com | www.frostbank.com

From: Reynaldo Perez <asstchiefperez@missiontexas.us>
Sent: Wednesday, June 3, 2026 5:31 PM
To: Lau, Brandon <Brandon.Lau@frostbank.com>
Cc: Virginia Passamentt <vpassamentt0741@missiontexas.us>
Subject: [EXTERNAL] Quote for 5 Year Finance Purchase on Vehicles

Good afternoon,

I was advised to contact you by our Assistant City Manager, Andy Garcia, in regard to obtaining a quote to finance 3 vehicles on a 5-year finance agreement. Our City Manager, is wanting to know what the rate quote would be for this future purchase. I have attached the quote from Sames Chevrolet on the vehicles. If you have any questions, please let me know.

Thank You

Asst. Chief Reynaldo Perez
Mission Police Department
1200 E 8th Street
Mission, TX 78572

Office: (956) 584-5016
Cell: (956) 227-9753



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: July 14, 2026

PRESENTED BY: Juan Pablo "JP" Terrazas, P.E., Co-Interim City Manager

AGENDA ITEM: Ratification of emergency repairs in the amount of \$634,440 to the 5125 Company for emergency service repairs at the Waste Water Treatment Plant in accordance with Local Government Code, General Exceptions, Paragraph 252.022 (a)(1)(2) - Terrazas

NATURE OF REQUEST:

In accordance with Local Government Code, General Exceptions, Paragraph 252.022 (a)(1)(2) "a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality" and "a procurement necessary to preserve or protect the public health or safety of the municipality's residents", hence staff is seeking authorization as an "Emergency Purchase".

Ratification of emergency repairs performed by 5125 Company in the amount of \$634,440 for the repair of a ruptured sewer transmission line. The emergency repair work was necessary to restore critical wastewater infrastructure, prevent potential public health and environmental hazards, and ensure the continued operation of the City's sewer system. Due to the complexity of the project, the repairs required approximately two months to complete and included the installation and operation of two temporary bypass systems to maintain uninterrupted wastewater service to the community throughout the construction period.

Request to ratify payment for repairs to The 5125 Company for \$634,440.

BUGETED: No **FUND:** 2025 CO Bond **ACCT. #:** _____

BUDGET: \$0 **EST. COST:** \$634,440 **CURRENT BUDGET BALANCE:** \$0

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *JP7*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



3914 Rio Grande Care Rd, Edinburg, TX 78541

Phone: (956) 583-5125

INVOICE

DATE	INVOICE #
7/6/2026	149

BILL TO:

CITY OF MISSION
WWTP EMERGENCY REPAIR

ATTN: JP TERRAZAS

P.O. #	TERMS	PROJECT
	due upon receipt	WWTP - S Conway Ave.

QTY	UNIT	DESCRIPTION	RATE	AMOUNT
2	MO	14" Pump Bypass System include Dual HDPE Fusible Pipeline,Fittings,Bends, Restraints,Primary Pump w/Floats, Secondary Stanby Pump, Drive Motors.	\$ 77,220.00	\$ 154,440.00
2	MO	Connection to 24" EAWS System Line,Dual HDPE Fusible Pipeline,Fittings,Bends w/Restraints Necessary for Bypass System runs from Existing RAWs Dual Discharge at Center Aeration Basin Carousels	\$ 50,000.00	\$ 100,000.00
1	LS	48" Sanitary Sewer Air Plug	\$ 12,000.00	\$ 12,000.00
1	LS	48" Ductile Iron Line Repair	\$ 330,000.00	\$ 330,000.00
1	LS	OBIC Armor Multi-Layer System	\$ 38,000.00	\$ 38,000.00
TOTAL DUE			\$	634,440.00

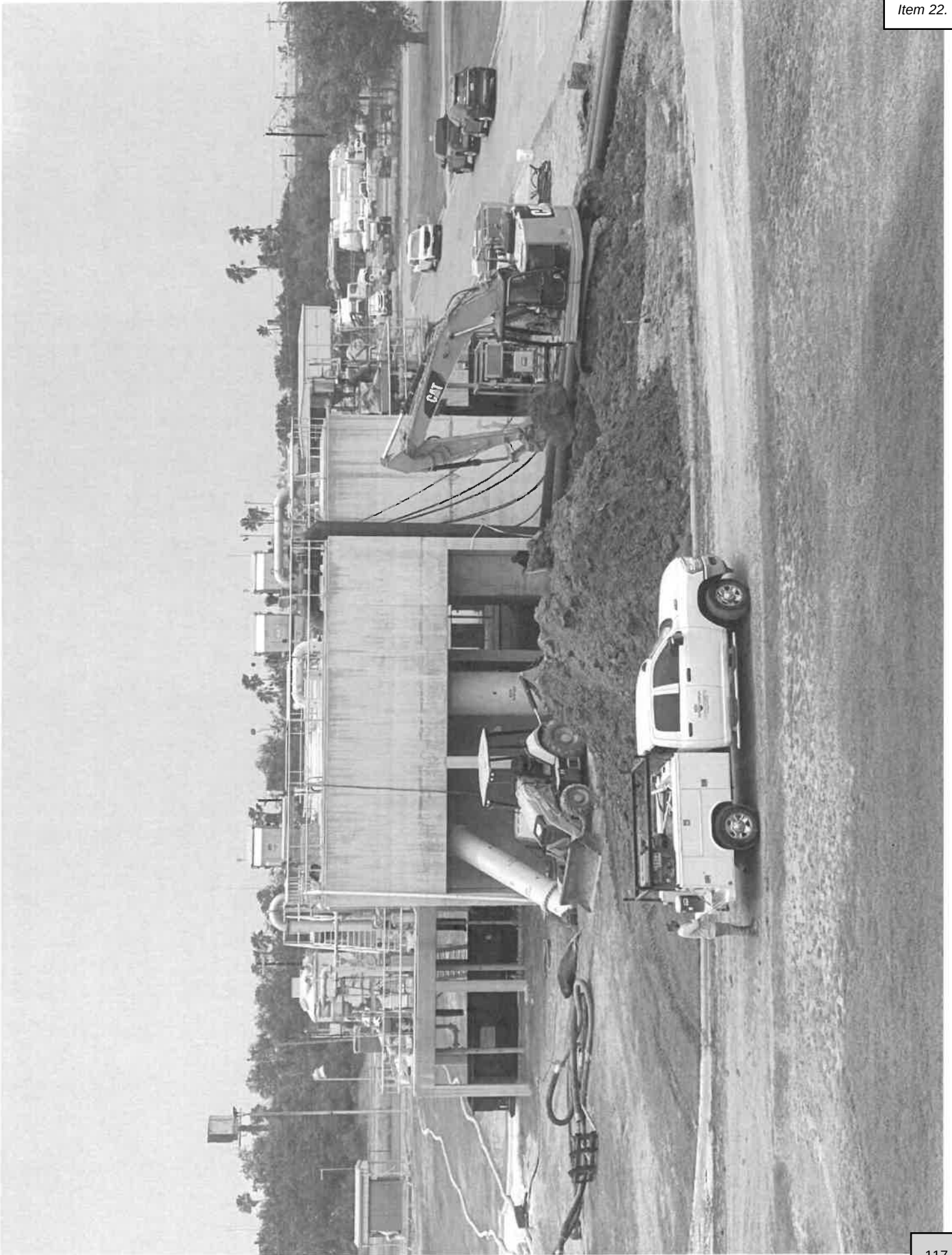
Serving you is our Business!!!













CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: July 14, 2026

PRESENTED BY: Juan Pablo "JP" Terrazas, P.E., Co-Interim City Manager

AGENDA ITEM: Discussion and possible action approving and authorizing the City Manager, or designee, to issue a Request for Qualifications for professional engineering services for the purpose of establishing a pool of pre-qualified engineering firms to provide services to the City of Mission in accordance with Texas Government Code Chapter 2254, and authorizing the City Manager, or designee, to solicit, receive, and evaluate statements of qualifications and bring to council for approval
- Terrazas

NATURE OF REQUEST:

Staff is requesting authorization to issue a Request for Qualifications (RFQ) for professional engineering services in accordance with Texas Government Code Chapter 2254. The RFQ will establish a pool of pre-qualified engineering firms to provide engineering services for various City projects and initiatives. Approval of this item will authorize the City Manager, or designee, to solicit, receive, and evaluate Statements of Qualifications and return to City Council with recommendations for the selection and approval of qualified firms.

BUGETED: Yes **FUND:** _____ **ACCT. #:** _____

BUDGET: No **EST. COST:** \$ _____ **CURRENT BUDGET BALANCE:** 0

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

CITY OF MISSION

Scope of Service

RFQ Name/No: POOL FOR PROFESSIONAL ENGINEERING SERVICES / XX_XXX_XX_XX

I. Services Required

The qualified firm selected should be experienced in **Professional Engineering Services**. It is expected that the qualified firm(s) selected will have a sufficient level of resources and expertise to carry out the scope of service on every individual project. Firms must be prepared to assure the City of Mission that key personnel indicated in their qualifications statement will maintain their role during the project letting. The City of Mission budgets for construction, rehabilitation, alteration and/or repair of facilities on an annual basis. As projects are identified a scope of work for professional engineering services shall be developed for budgeted projects. The agreed-upon cost for each project and scope of work will include all professional charges and reimbursable expenses. The City reserves the right to request a detailed breakdown of any lump-sum amounts, firm fixed rates or cost reimbursements.

II. Scope of Work: The Scope of Work will potentially consist; but not limited to the following:

III. City's Responsibilities

To assist the firm(s) awarded an Agreement(s), City of Mission will do the following:

1. Provide to firm all information, as legally allowed, in possession of the City which relates to the City's requirements for the project or which is relevant to the project. Assist the firm in obtaining permission to enter public and private property as required for firm to perform services. The City will acquire the necessary easements and/or property.
2. Review all studies, test results, reports, sketches, drawings, specifications, and proposals, and other documents presented/forwarded by firm. Furnish standard procurement forms and templates. The City will conduct all RFB's and RFP's from issuance of solicitation to contract award for all construction services via the City of Mission Purchasing Department.
3. Pay all advertising costs necessary to obtain bids from contractors.
4. The Department Director will act as the City's representative with respect to the work to be performed under this Agreement for each project. Such person shall have the authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to services.
5. Pay all special use permits, plan review fees, code review fees, and review fees. However, the City will ask the successful firm to assist in estimating these fees.
6. Furnish written legal descriptions and the services of geo-technical engineers where available, unless otherwise noted. Furnish available structural, mechanical, chemical, air and water pollution tests for hazardous materials, inspections and reports required by law.
7. Pay for reproduction costs associated with each project, such as blueprinting, photocopying, photographs, printing, binding, plans, and specifications, etc. However, the City will ask the successful firm to assist in estimating these costs. Provide established City standards to the firm. Provide original building asbestos assessment for all projects before design phase.

IV. Firm Responsibilities

1. Maintain communication and coordinate with Municipality, Design Engineer, City of Mission, and Construction Contractor(s) on a regular basis.

2. Review, approve, or reject invoices for processing.
3. Review and have a thorough understanding of contract plans, specifications, estimates, contract terms and conditions and special provisions.
4. Attend and conduct the pre-construction conference, all job related meetings and the final inspection, closeout and acceptance of projects.
5. Coordinate with the public and any affected property owners.
6. Provide review, feedback, or guidance on Change Orders as prepared by the contractor.
7. Make sure contractor contacts Dig-Safe.
8. Prepare Daily Reports, including quantities, locations of work, weather conditions, and weekly progress reports.
9. Maintain a photographic record of the progress of construction, annotating such photos to indicate their content and context including date. This photographic record must be available for reference by the Construction Manager, Design Engineer, State or Federal representatives, and Municipality representatives.
10. Accompany owner representatives on visits to projects.
11. Participate in regularly scheduled construction status meetings with municipality representatives.
12. Report immediately any unusual occurrences and all accidents occurring within the project limits to the City Engineer. The consultant shall carry out its responsibilities in a manner that is consistent and cooperative with those of Federal, State and Local Quality Assurance Programs.
13. Calculate and verify the final contract quantities.
14. Receive materials certifications, computations and reference materials submitted by the Contractor. Maintain files on the project site of all items submitted by the contractor and of work done on behalf of the Municipality.
15. Prepare a Contractors progress payment estimate on a bi-weekly basis.
16. Issue a Certificate of Substantial Completion at the appropriate time.
17. Provide certification to the Municipality that this project was constructed as designed, subject to appropriate and necessary revisions during construction, in conformance with all project specifications and that all necessary contract provisions were fully complied with.
18. Awarded firms shall assist the City in the Procurement of Construction related services to include but not limited to:
 - Providing a cost estimate for the project
 - Recommended a project delivery method, evaluation criteria & relative weights in accordance with Texas Government Code Section 2269.
 - Attending/conducting pre-bid conferences
 - Preparing the procurement related documents
 - Sending notices of bids to a minimum of five (5) potential bidders
 - Assisting in the evaluation of the bids
 - Preparing a cost/price analysis to determine fair and reasonable price
 - Providing a recommendation for award

- Assisting in the contract negotiations and preparations
- Additional related services as mutually agreed to by the City and the selected firms.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: July 14, 2026

PRESENTED BY: Juan Pablo "JP" Terrazas, P.E., Co-Interim City Manager

AGENDA ITEM: Discussion and possible action approving and authorizing the City Manager, or designee, to issue a Request for Qualifications for professional architectural services for the purpose of establishing a pool of pre-qualified architectural firms to provide services to the City of Mission in accordance with Texas Government Code Chapter 2254, and authorizing the City Manager, or designee, to solicit, receive, and evaluate statements of qualifications and bring to council for approval
- Terrazas

NATURE OF REQUEST:

Staff is requesting authorization to issue a Request for Qualifications (RFQ) for professional architectural services in accordance with Texas Government Code Chapter 2254. The RFQ will establish a pool of pre-qualified architectural firms to provide architectural services for various City projects and initiatives. Approval of this item will authorize the City Manager, or designee, to solicit, receive, and evaluate Statements of Qualifications and return to City Council with recommendations for the selection and approval of qualified firms.

BUGETED: Yes **FUND:** _____ **ACCT. #:** _____

BUDGET: No **EST. COST:** \$ _____ **CURRENT BUDGET BALANCE:** 0

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

CITY OF MISSION

Scope of Service

RFQ Name/No: PROFESSIONAL ARCHITECTURAL SERVICES / XX-XXX-XX-XX

I. Services Required

The qualified firm selected should be experienced in **Architectural Services**. It is expected that the qualified firm(s) selected will have a sufficient level of resources and expertise to carry out the scope of service on every individual project. Firms must be prepared to assure the City of Mission that key personnel indicated in their qualifications statement will maintain their role during the project letting. As projects are identified a scope of work for professional architectural services shall be developed for budgeted projects. The agreed-upon cost for each project and scope of work will include all professional charges and reimbursable expenses. The City reserves the right to request a detailed breakdown of any lump-sum amounts.

- II. Scope of Work:** The scope of Work will potentially consist of Architectural Design, Construction Management, Renderings, and providing visualization tools for interior and exterior spaces – in aerial, street, and artistic perspectives.

III. City's Responsibilities

To assist the firm(s) awarded an Agreement(s), City of Mission will do the following:

1. Provide to firm all information, as legally allowed, in possession of the City which relates to the City's requirements for the project or which is relevant to the project. Assist the firm in obtaining permission to enter public and private property as required for firm to perform services. The City will acquire the necessary easements and/or property.
2. Review all studies, test results, reports, sketches, drawings, specifications, and proposals, and other documents presented/forwarded by firm. Furnish standard procurement forms and templates. The City will conduct all RFP's from issuance of solicitation to contract award for all construction services via the City of Mission Purchasing Department.
3. The Department Director will act as the City's representative with respect to the work to be performed under this Agreement for each project. Such person shall have the authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to services.
4. Pay all special use permits, plan review fees, code review fees, and review fees. However, the City will ask the successful firm to assist in estimating these fees.
5. Pay for reproduction costs associated with each project, such as blueprinting, photocopying, photographs, printing, binding, plans, and specifications, etc. However, the City will ask the successful firm to assist in estimating these costs. Provide established City standards to the firm. Provide original building asbestos assessment for all projects before design phase.

IV. Contractor Responsibilities

1. Design and Rendering Services, Maintain communication and coordinate with Municipality, Design Engineer, City of Mission, and Construction Contractor(s) on a regular basis.
2. Review, approve, or reject invoices for processing.
3. Develop contract plans, specifications, estimates, contract terms and conditions and special provisions.

4. Attend and conduct the pre-construction conference, all job related meetings and the final inspection, closeout and acceptance of projects.
5. Coordinate with the public and any affected property owners.
6. Provide review, feedback, or guidance on Change Orders as prepared by the contractor.
7. Prepare Daily Reports, including quantities, locations of work, weather conditions, and weekly progress reports.
8. Maintain a photographic record of the progress of construction, on a weekly basis, annotating such photos to indicate their content and context including date. This photographic record must be available for reference by the Construction Manager, Design Engineer, State or Federal representatives, and Municipality representatives.
9. Accompany owner representatives on visits to projects.
10. Participate in regularly scheduled status meetings with municipality representatives.
11. Report immediately any unusual occurrences and all accidents occurring within the project limits to the City Engineer. The consultant shall carry out its responsibilities in a manner that is consistent and cooperative with those of Federal, State and Local Quality Assurance Programs.
12. Calculate and verify the final contract quantities.
13. Receive materials certifications, computations and reference materials submitted by the Contractor. Maintain files on the project site of all items submitted by the contractor and of work done on behalf of the Municipality.
14. Prepare a Contractors progress payment estimate on a bi-weekly basis.
15. Issue a Certificate of Substantial Completion at the appropriate time.
16. Provide certification to the Municipality that this project was constructed as designed, subject to appropriate and necessary revisions during construction, in conformance with all project specifications and that all necessary contract provisions were fully complied with.
17. Awarded firm(s) shall assist the City in the Procurement of Construction related services to include but not limited to:
 - Architectural Design
 - Providing a cost estimate for the project
 - Attending/conducting pre-bid conferences
 - Preparing the procurement related documents
 - Assisting in the evaluation of the bids/Proposals
 - Preparing a cost/price analysis to determine fair and reasonable price
 - Providing a recommendation for award
 - Assisting in the contract negotiations and preparations
 - Additional related services as mutually agreed to by the City and the selected firms.



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: July 14, 2026

PRESENTED BY: Anna Carrillo, City Secretary

AGENDA ITEM: Consideration and possible action on matters related to the approval of Resolution No. _____ ordering a General Election in Mission, Texas on November 3, 2026 providing for the election of Mayor and Councilmembers for Places One and Three – Carrillo

Consideración y posible acción sobre asuntos relacionados con la aprobación de la Resolución Núm. _____, ordenando una Elección General en Mission, Texas, el 3 de noviembre de 2026, para la elección de Alcalde y Miembros del Concejo Municipal para los Lugares Uno y Tres - Carrillo

NATURE OF REQUEST:

General Election is ordered and shall be held in the City of Mission on Tuesday, November 3, 2026, for the purpose of electing Mayor and Councilmembers for Places One and Three. Each of the positions shall have a four-year term expiring in 2030.

Early voting by personal appearance will be conducted at Mission Parks & Recreation Gym, 721 N. Bryan Road and Mission Boys & Girls Club Gym at Bannworth Park, 1822 N. Shary Road

Applications will be accepted at the City Secretary's office during the filing period beginning on Monday, July 20, 2026, and ending at 5:00 p.m., on Monday, August 17, 2026.

Early voting and Election Day will be conducted at Mission Parks & Recreation Gym, 721 N. Bryan Road and Mission Boys & Girls Club Gym at Bannworth Park, 1822 N. Shary Road

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *JP7*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

RESOLUTION NO. _____

**A RESOLUTION ORDERING A GENERAL ELECTION IN MISSION,
TEXAS PROVIDING FOR THE ELECTION OF MAYOR AND
COUNCILMEMBERS FOR PLACES ONE AND THREE; PROVIDING
FOR POLLING PLACES AND OTHER MATTERS RELATING TO
SAID ELECTION.**

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

WHEREAS: Pursuant to the requirement of Article 3 of the Charter of the City of Mission and Ordinance No. 2250, an election is to be called to be held in the City of Mission, Texas, on the third (3) of November, 2026, for the purpose of electing Mayor and Councilmembers for Places One and Three for the City of Mission, Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MISSION:

SECTION 1. That a General Election is ordered and shall be held in and throughout the City of Mission on Tuesday, November 3, 2026, between the hours of 7:00 A.M. and 7:00 P.M., which is within the time prescribed by law, at the places hereinafter designated, for the purpose of electing Mayor and Councilmembers for Places One and Three. Each of the positions shall have a four-year term expiring in 2030.

SECTION 2: Said election shall be conducted and held in accordance with the Charter of the City of Mission and the laws of the State of Texas and with a voting system certified by the Texas Secretary of State.

SECTION 3: Any eligible and qualified person may have his or her name printed on the official ballot as an independent candidate for any of the offices to be selected by filing a sworn application for such particular office with the City Secretary during the filing period beginning on Saturday, July 18, 2026, and ending at 5:00 p.m., Central Time, on Monday, August 17, 2026, at City Hall, 1201 E. 8th Street, Mission, Texas; provided, however, that City Hall will be closed on Saturday, July 18, 2026, and applications will not be accepted on that date.

Such application shall be accompanied by a filing fee of five hundred dollars (\$500.00). The name of any candidate of the city shall be printed upon the ballot by payment, by cashier's check, of a filing fee by the candidate or by petition, as hereinafter prescribed, and shall have been filed in its behalf with the city secretary. Such a petition, is required to be filed in connection with a candidate's application for a place on the ballot for an office, the minimum number of signatures that must appear on the petition is the greater of: (1) 25; or (2) one-half of one percent of the total vote received in the territory from which the office is elected by all candidates for mayor in the most recent mayoral general election. 2)The signatures to the nomination petition will be on the most current "Petition in Lieu of Filing Fee for Candidate Filing" form or its equivalent as prescribed by the Texas Election Code and Texas Secretary of State.

The application shall state the particular office being sought by the applicant and that the applicant is eligible and qualified under the Charter of the City of Mission and the laws of the State of Texas to become a candidate for and hold office sought, if elected.

A candidate may withdraw their application and have their name omitted from the ballot by submitting a notarized Certificate of Withdrawal or a notarized letter to the City Secretary by 5:00 p.m. on Monday, August 24, 2026.

SECTION 4: Every qualified voter who desires to cast an early vote and expects to be absent on the day of said election, or is otherwise entitled to vote early under the provisions of the applicable statutes of the State of Texas, shall upon proper application be entitled to an official ballot and the right to cast such ballot in accordance with the early voting laws of the State of Texas, particularly Title 7, Texas Election Code.

SECTION 5. The Elections Administrator of the County will act as Contracting Officer and is designated as Early Voting Clerk in accordance with Section 31.097 and 271.006 of the Texas Election Code to perform those responsibilities as described in the Election Contract and that the dates and times for early voting by personal appearance shall be at the locations for the general election as shown below.

The City Secretary is hereby designated as the Custodian of Records of the Election for such purposes as required under the Texas Election Code other than records of the General Election required to be maintained by the Hidalgo County Election Administrator. Other election officials, including the Presiding Judge of the Early Voting Ballot Board, the Presiding Judges and Alternate Judges to serve on Election Day, and Central Tabulation Center Officials shall be nominated by the Hidalgo County Election Administrator and presented to the City Commission for consideration and approval soon as the list is compiled.

Applications for early ballots to be voted by mail shall be made to Early Voting Clerk, Hilda Salinas Elections Administrator, P.O. Box 659, 2015 W. Jackson Creek Ave., Edinburg, TX 78540-0659 or her designated assistant who shall conduct the early voting in said election in the manner prescribed by the applicable statutes of the State of Texas. The period for accepting applications for early ballots to be voted by mail for the General Election is hereby scheduled through October 23, 2026.

Early Voting will be held at the following locations and times:

- Mission Parks & Recreation Conference Room, 721 N. Bryan Road
- Mission Boys & Girls Club Gym at Bannworth Park, 1822 N. Shary Road
 - Monday, October 19, 2026 – 7 a.m. – 7 p.m.
 - Tuesday, October 20, 2026 – 7 a.m. – 7 p.m.
 - Wednesday, October 21, 2026 – 7 a.m. – 7 p.m.
 - Thursday, October 22, 2026 – 7 a.m. – 7 p.m.
 - Friday, October 23, 2026 – 7 a.m. – 7 p.m.
 - Saturday, October 24, 2026 – 7 a.m. – 7 p.m.
 - Sunday, October 25, 2026 – 10:00 a.m. – 4 p.m.
 - Monday, October 26, 2026 – 7 a.m. – 7 p.m.
 - Tuesday, October 27, 2026 – 7 a.m. – 7 p.m.
 - Wednesday, October 28, 2026 – 7 a.m. – 7 p.m.
 - Thursday, October 29, 2026 – 7 a.m. – 7 p.m.
 - Friday, October 30, 2026 – 7 a.m. – 7 p.m.

SECTION 6: The polls will be open Election Day from 7:00 a.m. – 7:00 p.m. on Saturday, November 3, 2026 at the following locations:

- Mission Parks & Recreation, 721 N. Bryan Road
- Mission Boys & Girls Club Gym at Bannworth Park, 1822 N. Shary Road

SECTION 7: The City Secretary is hereby directed to give notice of said election by posting the Order of Election “Exhibit A” at City Hall and to give notice by publication and otherwise as required by law.

READ, CONSIDERED AND APPROVED by the City Council at a regular council meeting on the 14th day of July, 2026.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



ORDER OF ELECTION FOR MUNICIPALITIES

An election is hereby ordered to be held on November 3, 2026 for the purpose of voting on:

Mayor
City Council, Place 1
City Council, Place 3

Early Voting by personal appearance will be conducted each weekday at:

- Mission Parks & Recreation, 721 N. Bryan Road (Main Early Voting Location)
- Mission Boys & Girls Club Gym at Bannworth Park, 1822 N. Shary Road (Branch Early Voting Location)

Monday, October 19, 2026 – 7 a.m. – 7 p.m.

Tuesday, October 20, 2026 – 7 a.m. – 7 p.m.

Wednesday, October 21, 2026 – 7 a.m. – 7 p.m.

Thursday, October 22, 2026 – 7 a.m. – 7 p.m.

Friday, October 23, 2026 – 7 a.m. – 7 p.m.

Monday, October 26, 2026 – 7 a.m. – 7 p.m.

Tuesday, October 27, 2026 – 7 a.m. – 7 p.m.

Wednesday, October 28, 2026 – 7 a.m. – 7 p.m.

Thursday, October 29, 2026 – 7 a.m. – 7 p.m.

Friday, October 30, 2026 – 7 a.m. – 7 p.m.

Early Voting by personal appearance will be conducted on the weekend:

- Mission Parks & Recreation, 721 N. Bryan Road (Main Early Voting Location)
 - Mission Boys & Girls Club Gym at Bannworth Park, 1822 N. Shary Road (Branch Early Voting Location)
- Saturday, October 24, 2026 – 7 a.m. – 7 p.m. Sunday, October 25, 2026 – 10 a.m. – 4 p.m.

Applications for ballot by mail shall be mailed to:

Hilda Salinas

Elections Administrator / Early Voting Clerk

P.O. Box 659

Edinburg, TX 78540-0659

956-318-2570

Email: elections@co.hidalgo.tx.us Website: www.hidalgocounty.us/elections

Applications for ballots by mail (ABBM's) must be received no later than the close of business on October 23, 2026.

Federal Post Card Applications (FPCA's) must be received no later than the close of business on: November 9, 2026.

Issued this the 14th day of July, 2026.

Norie Gonzalez Garza, Mayor

RESOLUCIÓN NÚM. _____**UNA RESOLUCIÓN QUE ORDENA UNA ELECCIÓN GENERAL EN MISSION, TEXAS, PARA LA ELECCIÓN DE ALCALDE Y MIEMBROS DEL CONCEJO MUNICIPAL PARA LOS LUGARES UNO Y TRES; ESTABLECIENDO LOS LUGARES DE VOTACIÓN Y OTROS ASUNTOS RELACIONADOS CON DICHA ELECCIÓN.**

SE RESUELVE POR EL CONCEJO MUNICIPAL DE LA CIUDAD DE MISSION, TEXAS:

CONSIDERANDO QUE: De conformidad con los requisitos del Artículo 3 de la Carta Constitutiva de la Ciudad de Mission y la Ordenanza Núm. 2250, deberá convocarse una elección que se celebrará en la Ciudad de Mission, Texas, el día tres (3) de noviembre de 2026, con el propósito de elegir al Alcalde y a los Miembros del Concejo Municipal para los Lugares Uno y Tres de la Ciudad de Mission, Texas.

POR LO TANTO, SE RESUELVE POR EL CONCEJO MUNICIPAL DE LA CIUDAD DE MISSION, TEXAS:

SECCIÓN 1. Se ordena la celebración de una Elección General en toda la Ciudad de Mission el martes 3 de noviembre de 2026, entre las 7:00 a.m. y las 7:00 p.m., dentro del horario prescrito por la ley, en los lugares que se designan más adelante, con el propósito de elegir al Alcalde y a los Miembros del Concejo Municipal para los Lugares Uno y Tres. Cada uno de estos cargos tendrá un período de cuatro (4) años que expirará en el año 2030.

SECCIÓN 2. Dicha elección se llevará a cabo de conformidad con la Carta Constitutiva de la Ciudad de Mission, las leyes del Estado de Texas y utilizando un sistema de votación certificado por el Secretario de Estado de Texas.

SECCIÓN 3. Toda persona elegible y calificada podrá solicitar que su nombre aparezca en la boleta oficial como candidato independiente para cualquiera de los cargos a elegirse, mediante la presentación de una solicitud jurada para dicho cargo ante la Secretaria Municipal durante el período de registro que inicia el sábado 18 de julio de 2026 y concluye a las 5:00 p.m., hora del centro, del lunes 17 de agosto de 2026, en el Ayuntamiento, ubicado en 1201 E. 8th Street, Mission, Texas; sin embargo, el Ayuntamiento permanecerá cerrado el sábado 18 de julio de 2026 y no se aceptarán solicitudes en esa fecha.

Dicha solicitud deberá ir acompañada de una cuota de registro de quinientos dólares (\$500.00). El nombre de cualquier candidato de la ciudad será impreso en la boleta electoral mediante el pago de dicha cuota, mediante cheque de caja, por parte del candidato, o mediante la presentación de una petición, según se establece más adelante, la cual deberá presentarse ante la Secretaria Municipal.

Cuando se requiera una petición junto con la solicitud de un candidato para aparecer en la boleta electoral, el número mínimo de firmas que deberá contener dicha petición será el mayor de los siguientes: 1. Veinticinco (25) firmas; o 2. El medio por ciento (0.5%) del total de votos recibidos en el territorio correspondiente para el cargo de Alcalde por todos los candidatos en la elección general más reciente para Alcalde.

Las firmas de la petición de nominación deberán presentarse utilizando el formulario más reciente denominado "Petition in Lieu of Filing Fee for Candidate Filing" o su equivalente, según lo prescrito por el Código Electoral de Texas y el Secretario de Estado de Texas.

La solicitud deberá indicar el cargo específico al que aspira el solicitante y declarar que cumple con los requisitos de elegibilidad establecidos en la Carta Constitutiva de la Ciudad de Mission y en las leyes del Estado de Texas para ser candidato y ocupar dicho cargo en caso de resultar electo.

Un candidato podrá retirar su solicitud y solicitar que su nombre sea eliminado de la boleta electoral mediante la presentación de un Certificado de Retiro notariado o una carta notariada ante la Secretaria Municipal a más tardar a las 5:00 p.m. del lunes 24 de agosto de 2026.

SECCIÓN 4. Todo votante calificado que desee emitir su voto anticipadamente y que espere estar ausente el día de la elección, o que tenga derecho a votar anticipadamente conforme a las disposiciones aplicables de las leyes del Estado de Texas, tendrá derecho, previa solicitud adecuada, a recibir una boleta oficial y emitir su voto conforme a las leyes de votación anticipada del Estado de Texas, particularmente el Título 7 del Código Electoral de Texas.

SECCIÓN 5. La Administradora de Elecciones del Condado actuará como Oficial Contratante y queda designada como Secretaria de Votación Anticipada de conformidad con las Secciones 31.097 y 271.006 del Código Electoral de Texas para desempeñar las responsabilidades descritas en el Contrato Electoral. Las fechas y horarios para la votación anticipada en persona serán en los lugares indicados a continuación.

La Secretaria Municipal queda designada como Custodia de los Registros Electorales para los fines requeridos por el Código Electoral de Texas, excepto aquellos registros de la Elección General que deban ser conservados por la Administradora de Elecciones del Condado de Hidalgo.

Otros funcionarios electorales, incluyendo el Juez Presidente de la Junta de Boletas de Votación Anticipada, los Jueces Presidentes y Jueces Suplentes que servirán el Día de la Elección y los funcionarios del Centro Central de Tabulación, serán nominados por la Administradora de Elecciones del Condado de Hidalgo y presentados al Concejo Municipal para su consideración y aprobación tan pronto como se complete la lista.

Las solicitudes para obtener boletas de votación anticipada por correo deberán enviarse a la Secretaria de Votación Anticipada, Hilda Salinas, Administradora de Elecciones, P.O. Box 659, 2015 W. Jackson Creek Ave., Edinburg, Texas 78540-0659, o a su asistente designado, quien llevará a cabo la votación anticipada conforme a las leyes aplicables del Estado de Texas.

El período para recibir solicitudes de boletas para votar por correo para la Elección General concluirá el 23 de octubre de 2026.

La votación anticipada se llevará a cabo en los siguientes lugares y horarios:

- Mission Parks & Recreation, 721 N. Bryan Road
- Gimnasio del Mission Boys & Girls Club en Bannworth Park, 1822 N. Shary Road
 - Lunes, 19 de octubre de 2026 – 7:00 a.m. a 7:00 p.m.
 - Martes, 20 de octubre de 2026 – 7:00 a.m. a 7:00 p.m.
 - Miércoles, 21 de octubre de 2026 – 7:00 a.m. a 7:00 p.m.
 - Jueves, 22 de octubre de 2026 – 7:00 a.m. a 7:00 p.m.
 - Viernes, 23 de octubre de 2026 – 7:00 a.m. a 7:00 p.m.
 - Sábado, 24 de octubre de 2026 – 7:00 a.m. a 7:00 p.m.
 - Domingo, 25 de octubre de 2026 – 10:00 a.m. a 4:00 p.m.
 - Lunes, 26 de octubre de 2026 – 7:00 a.m. a 7:00 p.m.
 - Martes, 27 de octubre de 2026 – 7:00 a.m. a 7:00 p.m.
 - Miércoles, 28 de octubre de 2026 – 7:00 a.m. a 7:00 p.m.
 - Jueves, 29 de octubre de 2026 – 7:00 a.m. a 7:00 p.m.
 - Viernes, 30 de octubre de 2026 – 7:00 a.m. a 7:00 p.m.

SECCIÓN 6. Los lugares de Votación estarán abiertas el Día de la Elección, de 7:00 a.m. a 7:00 p.m., el martes 3 de noviembre de 2026, en los siguientes lugares:

- Mission Parks & Recreation, 721 N. Bryan Road
- Gimnasio del Mission Boys & Girls Club en Bannworth Park, 1822 N. Shary Road

SECCIÓN 8. Se instruye a la Secretaria Municipal para que publique el Aviso de Elección contenido en el “Anexo A” en el Ayuntamiento y proporcione aviso mediante publicación y cualquier otro medio requerido por la ley.

LEÍDA, CONSIDERADA Y APROBADA por el Concejo Municipal en sesión ordinaria celebrada el día 14 de julio de 2026.

Norie Gonzalez Garza
Alcaldesa

CERTIFICA:

Anna Carrillo
Secretaria Municipal



ORDEN DE ELECCION GENERAL PARA MUNICIPOS

(Por la presente se ordena celebrar una elección el 3 de Noviembre, 2026 con el propósito de votar sobre.)

Elegir un Alcalde

Consejo Numero 1 y Consejo Numero 3

La votación adelantada en persona se llevara a cabo de lunes a viernes en

- *Misión Parques & Recreación, 721 North Bryan Road (sitio principal de votación adelantada)*
- *Misión Boys & Girls Club Gimnasio 1822 N. Shary Road (sicursal sitios de votación adelantada)*

Lunes, Octubre 19, 2026 – 7 a.m. – 7 p.m.

Martes, Octubre 20, 2026 – 7 a.m. – 7 p.m.

Miercoles, Octubre 21, 2026 – 7 a.m. – 7 p.m.

Jueves, Octubre 22, 2026 – 7 a.m. – 7 p.m.

Viernes, Octubre 23, 2026 – 7 a.m. – 7 p.m.

Lunes, Octubre 26, 2026 – 7 a.m. – 7 p.m.

Martes, Octubre 27, 2026 – 7 a.m. – 7 p.m.

Miercoles, Octubre 28, 2026 – 7 a.m. – 7 p.m.

Jueves, Octubre 29, 2026 – 7 a.m. – 7 p.m.

Viernes, Octubre 30, 2026 – 7 a.m. – 7 p.m.

La votación adelantada en persona se llevará a cabo en el fin de semana en:

- *Misión Parques & Recreación, 721 North Bryan Road (sitio principal de votación adelantada)*
- *Misión Boys & Girls Club Gimnasio 1822 N. Shary Road (sicursal sitios de votación adelantada)*

Sabado, Octubre 24, 2026 – 7 a.m. – 7 p.m.

Domingo, Octubre 25, 2026 – 10 a.m. – 4 p.m.

Las Solicitudes para boletas que se votaran en ausencia por correo deberan enviarse a:

Hilda Salinas

Elections Administrator (Secretaria de Votacion Adelantada)

P.O. Box 659

Edinburg, TX 78540-0659

956-318-2570

Correo Electrónico: elections@co.hidalgo.tx.us Sitio web: www.hidalgocounty.us/elections

Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no mas tardar de de las horas de negocio el 23 de Octubre de 2026.

La Tarjeta Federal Postal de Solicitud deberan recibirse no mas tardar de las horas de negocio el 9 de Noviembre, 2026.

Emitida este día 14 de Julio de 2026.

Norie Gonzalez Garza, Alcalde



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: July 14, 2026

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

AGENDA ITEM: Discussion and possible action on matters related to the acceptance of a grant award from the Texas General Land Office for the Resilient Communities Program in the amount of \$250,000 with no match requirements and respect to a budget amendment - Elizalde

NATURE OF REQUEST:

On May 18, 2026, the city received award notice from the TX GLO for the Resilient Communities Program (RCP). The project will allow the city to administer planning activities, specifically, for the development and adoption of an updated comprehensive Plan. This comprehensive plan will identify local hazard risk(s), population study and increase projection over the next 20-years, Housing stock study, land use plan, infrastructure study that describes water, wastewater, drainage, and street systems, economic development, and zoning ordinances. The grant program has no match requirement.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



GLO CONTRACT NO. 23-160-200-F772
COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM
RESILIENT COMMUNITIES PROGRAM
NON-RESEARCH & DEVELOPMENT
MITIGATION FUNDING

The **GENERAL LAND OFFICE** (the “GLO”), a Texas state agency, and **CITY OF MISSION**, Texas Identification Number (TIN) **17460017381** (“Subrecipient”), each a “Party” and collectively the “Parties,” enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development’s Community Development Block Grant Mitigation (“CDBG-MIT”) program to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-MIT Federal Award Number B-18-DP-48-0002, awarded January 12, 2021, as may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State’s program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions of Subrecipient’s participation in the CDBG-MIT program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Planning Activities defined in **Attachment A** (the “Project”). Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **Section 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

(b) **Subaward**

Subrecipient submitted a Grant Application under the Program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Grant Application, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **\$250,000.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable costs incurred before the effective date of this Contract, in accordance with federal law.

1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

- ATTACHMENT A:** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** GLO Information Security Appendix
- ATTACHMENT F:** Contract Reporting Template

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-MIT program, including, without limitation, the following:

- (a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) the relevant Federal Register publications;
- (c) the Action Plan;
- (d) Other guidance posted at <https://recovery.texas.gov/action-plans/mitigation/index.html>;
- (e) Other guidance posted at <https://recovery.texas.gov/mitigation/programs/resilient-communities-program/index.html>; and
- (f) Other guidance posted at: <https://www.hudexchange.info/>.

All Guidance Documents identified herein are incorporated herein in their entirety for all purposes.

1.04 DEFINITIONS

“Act” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, et seq.).

“Action Plan” means the *State of Texas CDBG Mitigation (CDBG-MIT) Action Plan*, as amended, found at <https://recovery.texas.gov/action-plans/mitigation/index.html>.

“Activity” means a defined class of works or services eligible to be accomplished using CDBG-MIT funds. Activities are specified in Subrecipient’s Performance Statement and Budget in **Attachment A**.

“Administrative and Audit Regulations” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, of the Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

“Advance Payment” means any payment issued by the GLO to Subrecipient before Subrecipient disburses awarded funds for Program purposes, as further defined at 2 C.F.R. § 200.1 and 2 C.F.R. § 200.305.

“Amendment” means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

“Application” or “Grant Application” means the information Subrecipient provided to the GLO that is the basis for the award of funding under this Contract.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.

“Audit Certification Form” means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in accordance with **Section 4.01** of this Contract, to identify Subrecipient’s fiscal year expenditures.

“Benchmark” means the milestones identified in **Attachment A** that define actions and Deliverables required to be completed by Subrecipient for release of funding by the GLO throughout the life of the Contract.

“Budget” means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A**.

“CDBG-MIT” means the Community Development Block Grant Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“C.F.R.” means the United States Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“[Comprehensive Plan](#)” means a document that formalizes community goals and aspirations into actionable policies that govern the growth of a community, specifically what types of buildings can be built and where.

“[Contract](#)” means this entire document; any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.

“[Contract Documents](#)” means the documents listed in **Section 1.02**.

“[Contract Period](#)” means the period of time between the effective date of the Contract and its expiration or termination date.

“[Deliverable](#)” means a work product required to be submitted to the GLO as set forth in the Performance Statement and Benchmarks, which are included in **Attachment A**.

“[Equipment](#)” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or \$10,000, as defined at 2 C.F.R. § 200.1.

“[Event of Default](#)” means the occurrence of any of the events set forth in **Section 3.03**, herein.

“[Federal Assurances](#)” means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Certifications](#)” means the document titled “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, “Disclosure of Lobbying Activities,” also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Register](#)” means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development’s Federal Register Notice 84 Fed. Reg. 45838 (August 30, 2019) and any other publication affecting CDBG-MIT funding allocations.

“[Flood Damage Protection Ordinance](#)” means the regulatory framework through which a community controls and manages flood risks within its jurisdiction.

“[GAAP](#)” means “generally accepted accounting principles.”

“[GASB](#)” means accounting principles as defined by the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

“[GLO](#)” means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

“[GLO Implementation Manual](#)” means the manual created by the GLO for subrecipients of CDBG-MIT grant allocations to provide guidance and training on the policies and

procedures required so that subrecipients can effectively implement CDBG-MIT programs and timely spend grant funds.

“[Grant Completion Report](#)” or “[GCR](#)” means a report containing an as-built accounting of all Activities completed under the Project and all information required for final acceptance of Deliverables and Contract closeout.

“[Grant Manager](#)” means the authorized representative of the GLO responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of work relating thereto.

“[Guidance Documents](#)” means the documents referenced in **Section 1.03**.

“[Hazard Mitigation Plan](#)” means a comprehensive document, developed by a community and approved by FEMA, that contains detailed information about the types of natural hazards a community faces and the actions a community can take to reduce their vulnerability to these natural hazards before they strike.

“[HUD](#)” means the United States Department of Housing and Urban Development.

“[In-House Work Plan](#)” means a plan developed for each selected Project Activity that includes, at a minimum, the Activity objective, a timeline with significant milestones such as community meetings, draft plans, written approval of the Activity, and a list of the department and staff responsible for the Activity tasks. In-House Work Plans will be outlined by the Grant Manager in the grant kick off meeting with Subrecipient and plan requirements written into the RCP standard operating procedures and the RCP Application Guide when those documents are created and updated.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“[Land-Use Plan](#)” means a document that formalizes the regulatory framework through which a community controls and manages land usage within its jurisdiction.

“[MID](#)” means “most impacted and distressed,” referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

“[Performance Statement](#)” means the statement of work for the Project in **Attachment A**, which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

“[Planning](#)” means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

“[Program](#)” means the CDBG-MIT program, administered by HUD and the GLO.

“[Project](#)” means the work to be performed under this Contract, as described in **Section 1.01(a)** and **Attachment A**.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[Resilient Communities Program](#)” or “[RCP](#)” means the program administered by the GLO through which funds are awarded to Subrecipients to assist them in developing, updating, adopting, and implementing modern and resilient codes, plans, and ordinances to ensure that structures built within Subrecipient’s community can withstand future hazards.

“[Resilient Communities Program Application Guide](#)” or “[RCP Application Guide](#)” means the GLO’s guidance document that outlines the program requirements of the GLO’s RCP.

“[Revision](#)” means the GLO’s written approval of changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

“[Start-Up Documentation](#)” means the documents identified in the RCP Application Guide or by the Grant Manager that must be completed and/or submitted to the GLO as specified in **Section 4.01**, below, before the GLO may reimburse Subrecipient for any invoiced expenses.

“[Subrecipient](#)” means City of Mission, a recipient of federal CDBG-MIT funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as “Provider” herein.

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-MIT Program that is issued by the GLO and provided to Subrecipient, applicable to specific subject matters pertaining to this Contract, and to which Subrecipient shall be subject as of a specific date.

“[Texas Integrated Grant Reporting System](#)” or “[TIGR](#)” means the GLO system of record for documenting and reporting the use of grant funding.

“[U.S.C.](#)” means the United States Code.

“[Zoning Ordinance](#)” means a regulatory framework through which a community may control and manage how property in specific geographic zones can be used.

1.05 INTERPRETIVE PROVISIONS

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract’s terms and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.

- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
- (j) Time is of the essence in this Contract.
- (k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment B**; **Attachment C**; **Attachment E**; **Attachment F**; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

ARTICLE II – REIMBURSEMENT, EXPENDITURES, AND PROGRAM INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via the GLO’s Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any Deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

A draw request for an Advance Payment must be supported with documentation clearly demonstrating that the Advance Payment is required by Subrecipient in order for Subrecipient to continue carrying out the purpose of the Project.

2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this Contract, at a minimum, quarterly.

THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.

Unless otherwise instructed in this Section, Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or within thirty (30) days after the date of Contract termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

2.03 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article IV** of this Contract. Subrecipient shall return all program income to the GLO at least quarterly unless otherwise authorized by the GLO in writing. Any GLO-authorized use of Program Income by Subrecipient shall be subject to GLO, HUD, and statutory restrictions and requirements.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on **September 30, 2029**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first. **Subrecipient must meet all Project Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below.**

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period for up to two (2) additional one-year terms. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE DOCUMENTED IN A WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, withholding payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

3.05 REVERSION OF ASSETS

Upon expiration or termination of the Contract and subject to this Article:

- (a) If applicable, Subrecipient shall transfer to the GLO any CDBG-MIT funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-MIT funds awarded under this Contract; and
- (b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of \$25,000 under this Contract shall be used to meet one of the CDBG-MIT National Objectives pursuant to 24

C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-MIT funded real property in a manner that meets a CDBG-MIT National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.12** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient’s correction of the deficiency.

(a) Start-Up Documentation

Not later than the close of business sixty (60) calendar days after the effective date of this Contract, Subrecipient must submit its Start-Up Documentation to the GLO.

(b) Audit Certification Form

Not later than the close of business sixty (60) calendar days after the end of Subrecipient’s fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

(c) Other Forms

In conformance with required state and federal laws applicable to the Contract:

- (i) Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C**, General Affirmations;
- (ii) Subrecipient must execute Standard Form 424B, Federal Assurances for Non-Construction Programs, found at Page 1 of **Attachment B**;
- (iii) Subrecipient must execute the “Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87,” found at Page 3 of **Attachment B**; and
- (iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, “Disclosure of Lobbying Activities,” found at Page 4 of **Attachment B**.

4.02 REPORTING REQUIREMENTS

Subrecipient shall submit any requested reports to the GLO through the TIGR system as prescribed in **Attachment A** or as specified by the GLO Grant Manager.

4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-MIT grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use the template in **Attachment F** to prepare the monthly reports. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in published HUD guidance and Federal Register publications governing the CDBG-MIT funding allocation.

ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. **All funds disbursed under this Contract are subject to recapture and repayment for non-compliance.**
- (b) **Subrecipient must have an assigned Unique Entity Identifier (UEID). Subrecipient must report its UEID to the GLO for use in various reporting documents.** A UEID may be obtained by visiting the System for Award Management website at <https://www.sam.gov>. **Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.**

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.
- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount of payment due and owing Subrecipient or the amount of funds appropriated for payment but not yet paid to Subrecipient under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that is not eligible under CDBG-MIT regulations.**

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

ARTICLE VI - INTELLECTUAL PROPERTY**6.01 OWNERSHIP AND USE**

- (a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party, subject to any other restrictions on publication outlined in this Contract, and without expense or charge.

- (b) Subrecipient grants the GLO and HUD a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

6.03 DISCLAIMER REQUIRED

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD's CDBG-MIT Program.

ARTICLE VII - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Subrecipient's compliance with this Contract and all applicable laws, statutes, rules, and regulations, including the applicable laws and regulations provided in **Attachment D**.

7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product,

and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.

- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
- (c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.
- (d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-MIT grant, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

For the duration of this Contract, Subrecipient shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. **Subrecipient shall maintain copies of such licenses and permits as a part of its local records in accordance with Section 7.01 of this Contract or as otherwise specifically directed by the GLO.**

8.02 INDEMNITY

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

8.03 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.**

8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed under this Contract. In any approved subcontracts, Subrecipient must legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied.

8.05 PROCUREMENT

Subrecipient must comply with applicable procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with applicable procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

- (a) the Texas Comptroller's Vendor Performance Program at <https://comptroller.texas.gov/purchasing/>; and
- (b) the U.S. General Services Administration's System for Award Management at <https://www.sam.gov/>.

8.06 CHILD SUPPORT OBLIGATION

Subrecipient represents and warrants that it will include the following clause in the award and contract documents for every subaward and subcontract and will require subawardees and subcontractors to certify accordingly: "Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

8.07 SUBAWARD AND SUBCONTRACT MONITORING

Subrecipient represents and warrants that it will monitor the activities of any subawardee as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. Subrecipient represents and warrants that it will monitor the activities of any subcontractor as necessary to ensure that subcontract funds are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subcontract, and that subcontract performance goals are achieved.

8.08 EQUIPMENT AND COMPUTER SOFTWARE

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. § 200.313.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.03** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-MIT or (b) retained by Subrecipient after compensating the GLO an amount equal to the current

fair market value of the Equipment less the percentage of non-CDBG-MIT funds used to acquire the Equipment.

8.09 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **Article VII**, above, may initiate communications with any subcontractor of Subrecipient, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **Article VII** herein.

8.10 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, an employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to, the following: the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

8.11 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient must comply, and must ensure the compliance of its subawardees and contracts, with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C, and D**, and policies in effect or hereafter established. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies.

8.12 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

GLO

Texas General Land Office
1700 North Congress Avenue, 7th Floor
Austin, Texas 78701
Attention: Contract Management Department

Subrecipient

City of Mission
1201 East 8th Street
Mission, Texas 78572
Attention: Norie Garza

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party sent in accordance with this section.

8.13 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.14 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

8.15 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF THE GLO'S SOVEREIGN IMMUNITY.**

8.16 CONFIDENTIALITY

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

8.17 PUBLIC RECORDS

The GLO shall post this Contract to the GLO’s website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the “PIA”), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the “Attorney General”). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (“.pdf”) format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as “confidential” or a “trade secret,” Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO’s Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party’s contact information to the above-designated e-mail address.

8.18 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall issue a closeout letter pursuant to **Section 8.24**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO’s Contract Management Department for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures. In the sole discretion of the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a Revision or Technical Guidance Letter

unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

8.19 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachments, and any Amendment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in issued Attachments, Technical Guidance Letters, and/or Revisions shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.20 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. If applicable, a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the grant Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative or the designee of Subrecipient to act in connection with the Application and to provide such additional information as may be required.

8.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.22 SURVIVAL

The provisions of **Articles V, VI, and VII** and **Sections 1.01, 1.03, 2.02, 2.03, 3.02, 3.04, 3.05, 8.03, 8.04, 8.10, 8.11, 8.12, 8.13, 8.14, 8.16, 8.17, 8.18, 8.19, 8.23, 8.24, and 8.29** of this Contract and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.23 CONTRACT CLOSEOUT

Upon completion of all Activities required for the Contract and submittal of the final reimbursement request, the GLO will close the contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-MIT guidelines consistent therewith.

SUBRECIPIENT SHALL SUBMIT A FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO PRIOR TO CONTRACT EXPIRATION OR WITHIN THIRTY (30) DAYS OF CONTRACT TERMINATION OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. FAILURE TO SUBMIT THE FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO IN ACCORDANCE WITH THIS SECTION MAY RESULT IN FORFEITURE AND

DE-OBLIGATION OF ALL REMAINING UNREQUESTED FUNDS, AT THE GLO'S SOLE DISCRETION.

The GLO will provide Subrecipient an official grant closeout letter upon satisfaction of all Project requirements.

8.24 INDIRECT COST RATES

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan, Subrecipient's *de minimis* indirect cost rate shall be set according to 2 C.F.R. § 200.414(f).

8.25 CONFLICT OF INTEREST

- (a) Subrecipient shall abide by the provisions of this section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict-of-interest laws and regulations applicable to the Program.
- (b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.
- (c) Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that, in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code, if applicable. If circumstances change during the course of the Contract, Subrecipient shall promptly notify the GLO.

8.26 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more

than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

8.27 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient.
- (b) Complaint Procedures: Subrecipient must prepare as part of its Start Up Documentation and maintain written citizen-complaint procedures for providing a timely written response (within fifteen [15] working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.
- (c) Subrecipient shall timely respond to all submitted, written citizen complaints, in accordance with its published complaint procedures. Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any complaints, responses to complaints, and technical assistance requested and/or provided.

8.28 PREFERENCE AND PROCUREMENT OF MATERIALS

To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:

- (a) competitively within a timeframe allowing compliance with the Contract's performance schedule;
- (b) in a way that meets the Contract's performance requirements; or
- (c) at a reasonable price.

To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8.29 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix**, incorporated herein for all purposes as **Attachment E**.

8.30 CYBERSECURITY TRAINING PROGRAM (LOCAL GOVERNMENT SYSTEM)

If Subrecipient is a local government as defined in Chapter 2054 of the Texas Government Code, Subrecipient represents and warrants its compliance with Section

2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

8.31 DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS

If Subrecipient is a governmental entity as defined in Chapter 2252 of the Texas Government Code, Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

8.32 LIMITATIONS ON GRANT EXPENDITURE

Subrecipient shall expend funds received under the grant or contract subject to the limitations and reporting requirements similar to those provided by the following:

- (a) Parts 2, 3, and 5 of the Texas General Appropriations Act, Article IX, except there is no requirement for increased salaries for local government employees;
- (b) Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- (c) Sections 2113.012 and 2113.101 of the Texas Government Code.

8.33 LOBBYING EXPENDITURE RESTRICTION

Subrecipient represents and warrants that the GLO's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

8.34 OPEN MEETINGS

If Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

8.35 POLITICAL POLLING PROHIBITION

Subrecipient represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity that performs political polling, except that this prohibition does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

8.36 REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT

Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office. Subrecipient represents and warrants its compliance with 2 C.F.R. § 200.113, which requires the disclosure in writing of credible

evidence of violations of federal criminal law involving fraud, conflict of interest, bribery, and gratuity and the reporting of matters related to recipient integrity and performance.

8.37 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.

SIGNATURE PAGE FOLLOWS

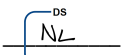
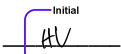
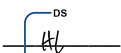
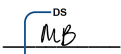
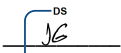
SIGNATURE PAGE FOR GLO CONTRACT NO. 23-160-200-F772
RESILIENT COMMUNITIES PROGRAM SUBRECIPIENT AGREEMENT

GENERAL LAND OFFICE

CITY OF MISSION

Jennifer G. Jones
Chief Clerk and Deputy Land Commissioner
Date of execution: _____

By: _____
Title: _____
Date of execution: _____

OGC 
PM 
SDD 
DGC 
GC 
DCC 

ATTACHED TO THIS CONTRACT:

- ATTACHMENT A: Performance Statement, Budget, and Benchmarks
- ATTACHMENT B: Federal Assurances and Certifications
- ATTACHMENT C: General Affirmations
- ATTACHMENT D: Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E: GLO Information Security Appendix
- ATTACHMENT F: Contract Reporting Template

ATTACHMENTS FOLLOW

**CITY OF MISSION
23-160-200-F772****PERFORMANCE STATEMENT**

The Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. 115-123, approved February 9, 2018), made available \$12 billion in Community Development Block Grant – Mitigation (“CDBG-MIT”) for mitigation Activities for areas impacted by disasters occurring in 2015, 2016, and 2017. CDBG-MIT funds provide an opportunity for communities to carry out strategic and high-impact Activities to mitigate disaster risks and reduce the potential for future losses in areas impacted by recent disasters.

The Resilient Communities Program (“RCP”) funds CDBG-MIT Activities that work to increase a community’s resilience to disasters and reduce or eliminate the impact of future disasters. RCP provides aid to the most impacted and distressed (MID) areas covered in the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan as designated by the U.S Department of Housing and Urban Development (HUD).

Subrecipient shall perform, or cause to be performed, the Activities identified herein for the target area specified in its approved RCP Grant Application: Develop and Adopt Comprehensive Plan.

Subrecipient shall carry out the following Planning Activities in strict accordance with the terms of Subrecipient’s GLO-approved Project guidelines, the terms of this Contract and all Attachments, and the requirements of the GLO Implementation Manual and the RCP Application Guide, as each may be amended over time. Each of these documents is incorporated by reference into this Contract.

The grant total is \$250,000.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record of the GLO’s Community Development and Revitalization division (GLO-CDR).

PROJECT DESCRIPTION

Subrecipient shall conduct the following Planning Activities according to the requirements set forth below and in the RCP Application Guide. Subrecipient’s Planning Activities performed under this Contract will result in the development and formal adoption by Subrecipient of plans, codes, and/or ordinances.

Comprehensive Plan

Subrecipient shall develop and adopt a Comprehensive Plan that must include, at a minimum, the following elements for all base studies.

- Identification of local hazard risk(s), aligning with Subrecipient’s local hazard mitigation plan, if one exists.
- Population study providing an estimate of the current population and projection for population increase over the next 20 years.
- Housing study describing the composition of the existing housing stock (including total number of units, number of single family and multifamily units, and vacancy rates) and a projection for the number of future housing units needed ten (10) years from the date of the plan, including the composition of said units (e.g., single family, multifamily).

- Land Use Plan or study that formalizes long-term community goals into governing policies describing the land use of every parcel within the jurisdiction and including a future land use map that accounts for future population changes. The Land Use Plan shall describe the location and types of structures that may be built within a given jurisdictional area and may serve as guidance document for the development of local codes and zoning ordinances or equivalent enforcement mechanisms. The Land Use Plan shall contain, at a minimum, the following:
 - 1) An integration of relevant portions of an applicable local hazard mitigation plan, if one exists;
 - 2) Identification of local hazard risks;
 - 3) Explanation of how the plan mitigates the identified local hazard risks; and
 - 4) Zoning ordinances or equivalent enforcing regulations or code provisions that codify the plan upon adoption by the applicable governmental entity.
- Infrastructure study that describes the water, wastewater, drainage, and streets systems, including length, width, materials, and condition or age (if available), as well as a capital improvement plan with proposed prioritized improvements to those systems.
- Additional studies (e.g., environmental, economic, etc.) may also be included.
- Zoning Ordinance(s), or similar governing regulation(s) or code provision(s), to support the adoption of the Comprehensive Plan. Each Zoning Ordinance or equivalent enforcing regulation or code provision, as applicable, will establish the set of regulations that define how the real property identified therein may be used and the type(s) of construction that may occur on said real property.

Adoption of the Comprehensive Plan and associated Zoning Ordinance(s) or equivalent enforcing regulation(s) or code provision(s) must be completed within 30 months of Contract execution. If Subrecipient fails to formally adopt the Comprehensive Plan and associated Zoning Ordinance(s) or equivalent enforcing regulation(s) or code provision(s), as applicable, within the prescribed period, all funds drawn by Subrecipient relating to efforts supporting the development and adoption of the Comprehensive Plan will be subject to recapture by the GLO. At a minimum, supporting Comprehensive Plan documentation submitted to the GLO must include resolutions from the applicable governing body documenting the adoption of the Comprehensive Plan and associated Zoning Ordinance(s) or equivalent enforcing regulation(s) or code provision(s).

MILESTONES

Subrecipient may draw funds in accordance with the table(s) below subject to completion of the described milestones, as determined by the GLO. Subrecipient may draw up to, but not exceed, the identified percentage of the associated Activity line-item amount in the Project Budget until stated Deliverable(s) and reimbursement requests are submitted to and approved by the GLO.

Comprehensive Plan

Milestones	Not-to-Exceed Percentage of Activity Line-Item Amount in Budget
GLO approval of: - Start Up Documentation - Procurement documentation / In-House Work Plan	0-5%
GLO approval of: - Assessment of current Comprehensive Plans - Base studies - Docs - 1st round of public meetings - Draft Goals/Objectives/Policies	5.01-35%
GLO approval of: - Docs - 2nd round of public meetings - Preliminary Draft Comprehensive Plan	35.01-65%
GLO approval of: - Docs - 3rd round of public meetings - Adopted Comprehensive Plan, includes adoption of Land Use Plan - Adopted Zoning Ordinance(s) or equivalent enforcing regulation(s) or code provision(s) - Evidence of adoption by jurisdiction	65.01 – 95%
GLO approval of: Grant closeout documents (including Grant Completion Report)	95.01-100%

BUDGET

HUD ACTIVITY TYPE	GRANT AMOUNT	OTHER FUNDS	TOTAL
Comprehensive Plan	\$250,000.00	\$00.00	\$250,000.00
TOTAL	\$250,000.00	\$00.00	\$250,000.00

ASSURANCES – NON-CONSTRUCTION PROGRAMSOMB Approval No. 4040-0007
Expiration Date: 07/31/2028

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION City of Mission	DATE SUBMITTED

SF-424B (Rev. 7-97) Back

**CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87****Certification for Contracts, Grants, Loans, and Cooperative Agreements:*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

City of Mission

23-160-200-F772

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

* 24 C.F.R. 87 App. A, available at <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA>. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

OMB Number: 4040-0013
Expiration Date: 06/30/2028

1. *Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	2. *Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	3. *Report Type: _____ a. initial filing _____ b. material change
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee *Name: _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: 		
6. Federal Department/Agency: 	7. Federal Program Name/Description: Assistance Listing Number, if applicable: ____	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
b. Individual Performing Services (including address if different from No. 10a) Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. *Signature: _____ *Name: Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Federal Agency Form Instructions Form Identifiers		Information
Agency Owner		Grants.gov
Form Name		Disclosure of Lobbying Activities (SF-LLL)
Form Version Number		2.0
OMB Number		4040-0013
OMB Expiration Date		06/30/2028

Field Number	Field Name	Required or Optional	Information
1.	*Type of Federal Action:	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/ Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
5.	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime
	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of prime Federal recipient.

Item 26.

	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department /Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	Assistance Listing Number:	Required	Enter the full Assistance Listing Number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	Assistance Listing Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project, Washington, DC 20503.

GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 C.F.R. 200, only to the extent such compliance is consistent with 2 C.F.R. 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.*
6. If the Contract is for a “cloud computing service” as defined by Texas Government Code Section 2157.007, then pursuant to Section 2063.408(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

* This section does not apply to a contract with a “governmental entity” as defined in Texas Government Code Chapter 2251.

maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.
11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.

- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
 - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the Subrecipient, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*
16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.*
21. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.*
22. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.
23. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

24. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

25. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT,

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CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

26. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
27. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
28. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
29. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*
30. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The

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acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

31. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
33. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
34. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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35. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <https://www.glo.texas.gov>.
36. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2063.104, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
37. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
38. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
39. Pursuant to Government Code Section 2275.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.*
40. If Subrecipient is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
41. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
42. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

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may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

43. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.*
44. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.*
45. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*
46. Subrecipient represents and warrants that neither it; any of its holding companies, subsidiaries, or subcontractors; nor any holding companies or subsidiaries of its subcontractors is: (1) listed in Section 889 of the National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232); (2) listed in Section 1260H of the National Defense Authorization Act for Fiscal Year 2021 (Pub. L. 116-283); or (3) owned by the government of, or controlled by any governing or regulatory body located in, a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. Section 791.4, and that it shall promptly notify the GLO if circumstances relevant to this provision change during the Contract term. Subrecipient shall ensure that this provision concerning the representation and warranty is included in any subcontract it awards.
47. If subject to 2 C.F.R. 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain covered telecommunications equipment or services, as described in Public Law 115-232, Section 889, including systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
48. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

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49. If subject to 2 C.F.R. 200.217, Subrecipient shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for lawfully disclosing information that the employee reasonably believes is evidence of gross mismanagement, waste, abuse of authority, a danger to public health or safety, or a violation of law related to a Federal contract or grant. Subrecipient shall inform its employees in writing of their whistleblower rights and protections under 41 U.S.C. 4712.

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NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations, as may be amended or superseded over time, and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

Acts and regulations specified in this Contract;

The Housing and Community Development Act of 1974 (42 U.S.C. § 5301, *et seq.*);

The United States Housing Act of 1937, as amended, particularly 42 U.S.C. § 1437f(o)(13), and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983;

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grant regulations (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

GLO Implementation Manual; and

State Action Plan(s).

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*) and 24 C.F.R. Part I, Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964;

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act of 1968), as amended (42 U.S.C. § 3601, *et seq.*);

Federal Executive Order 11063, as amended by Federal Executive Order 12259, and 24 C.F.R. Part 107, Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063, particularly 24 C.F.R. § 107.60 (providing that failure or refusal to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified therein);

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*);

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794);

24 C.F.R. Part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development; and

The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151, *et seq.*).

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. § 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148), and 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145) and 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. § 3701, *et seq.*); and

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5).

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701u) and 24 C.F.R. Part 75;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. § 4212); and

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1688).

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, as amended (31 U.S.C. § 7501 *et seq.*);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200); and

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Texas Grant Management Standards issued by the Comptroller of Public Accounts.

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470, 470h-2);

Federal Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800, Protection of Historic Properties, with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended); and

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, as amended by Executive Order 13690, February 4, 2015 (3 C.F.R., 2016 Comp., p. 268), as implemented in HUD regulations at 24 C.F.R. Part 55, particularly section 2(e) of Executive Order 11988, as amended; and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly sections 2 and 5 of the Order.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451, *et seq.*), particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349), particularly section 1424(e) (42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (40 C.F.R. Part 149).

ENDANGERED SPECIES

The Endangered Species Act of 1973, as amended (16 U.S.C. § 1531, *et seq.*), particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271, *et seq.*), particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act, as amended (42 U.S.C. § 7401, *et seq.*), particularly sections 176(c) and (d) (42 U.S.C. § 7506(c), (d)).

Environmental Protection Agency regulations pertaining to implementation plans (40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (7 C.F.R. Part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51) and as provided by 24 C.F.R. § 58.5(i)(2).

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Federal Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations, (75 FR 71319), and HUD regulations at 24 C.F.R. 570.200(j).

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GLO Information Security Appendix

1. Definitions

“[Breach of Security](#)” means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Subrecipient (or any entity with which Subrecipient shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purpose. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Subrecipient and/or aforementioned entities.

“[GLO Data](#)” means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and/or created by the GLO, for the purpose of providing disaster assistance to an individual, that Subrecipient obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO Data does not include other information that is lawfully made available to Subrecipient through other sources.

“[Personal Identifying Information](#)” or “[PII](#)” means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code Section 521.002(a)(1).

“[Sensitive Personal Information](#)” or “[SPI](#)” means the personal information identifying an individual as defined at Tex. Bus. & Com. Code Section 521.002(a)(2).

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

2. Security and Privacy Compliance

- 2.1. Subrecipient shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.
- 2.2. Subrecipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3. Subrecipient shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws. Subrecipient shall provide such certification or attestation in regard to its data security practices as may be required by the GLO upon request by the GLO.
- 2.4. Subrecipient will legally bind any contractor(s) and subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Subrecipient shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Subrecipient’s subcontractor(s).

- 2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Subrecipient will not share GLO Data with any third parties, except as necessary for Subrecipient's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.
- 2.6. Subrecipient will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Subrecipient shall maintain and, upon request, provide documentation of training completion.
- 2.7 Any GLO Data maintained or stored by Subrecipient or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States except as authorized in writing and utilizing methods approved by the GLO's Information Security Officer or his/her authorized designee.
- 2.8 Subrecipient shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development ("HUD"), will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Subrecipient shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.
- 2.9 Subrecipient shall use GLO Data for the sole purpose of administering the Contract.

3. Data Ownership

- 3.1. In no event shall Subrecipient obtain or develop ownership rights to any GLO Data shared under the Contract, unless specifically acknowledged and agreed to by the GLO.
- 3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO Data, in any form, provided to Subrecipient ceases to be necessary for Subrecipient's performance under the Contract, Subrecipient shall within fourteen (14) days thereafter (a) securely return such GLO Data to the GLO and/or (b) at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Subrecipient's possession or control and inform the GLO in writing of the completion of the task and method(s) utilized. If the return of GLO Data is infeasible, as mutually determined by the GLO and Subrecipient, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Subrecipient shall prohibit any further use and disclosure of GLO Data.

4. Data Mining

- 4.1. Subrecipient shall not use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.
- 4.2. Subrecipient shall take all reasonable physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs.

5. Breach of Security

- 5.1. Subrecipient shall provide the GLO with the name and contact information for an employee of Subrecipient which shall serve as the GLO's primary security contact.
- 5.2. Upon Subrecipient's discovery of a Breach of Security or suspected Breach of Security, Subrecipient shall notify the GLO promptly, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Subrecipient shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach with root cause analysis including a log detailing the data affected.
- 5.3. Subrecipient shall submit the initial notification and preliminary report to the GLO Information Security Officer at informationsecurity@glo.texas.gov.
- 5.4. Subrecipient shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Subrecipient shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Subrecipient will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.
- 5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Subrecipient shall notify affected individuals of such Breach in accordance with the requirements of Tex. Bus. and Comm. Code Section 521.053 or other applicable law and shall inform the GLO of such notifications. Subrecipient shall provide affected individuals complimentary access to one (1) year of credit monitoring services.

6. Data Use and Security Agreement Requirements

- 6.1. Certain GLO Data may be subject to agreements executed between the GLO and other state or federal agencies or entities, including, but not limited to, the U.S. Department of Homeland Security, the Federal Emergency Management Agency, and HUD, that impose conditions and obligations on the usage, sharing, storage, and security of the GLO Data. If, in the performance of the Contract, Subrecipient requires access to GLO

Data protected under such an agreement, then Subrecipient shall be required to review and agree to comply with all terms, conditions, and obligations of the agreement before the GLO Data is shared with Subrecipient. As applicable, Subrecipient shall ensure any NDA required under Section 2.8, above, complies with all additional requirements imposed by the agreement.

- 6.2. The terms and conditions imposed under a data use and security agreement shall be in addition to all other terms and conditions contained in this Information Security Appendix, which remain applicable. In the event of a conflict between terms and conditions of the agreement and this Information Security Appendix, the more stringent term and/or condition shall apply.

7. Right to Audit

- 7.1. Upon the GLO's request and to confirm Subrecipient's compliance with this Attachment, Subrecipient grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Subrecipient's, or Subrecipient's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Subrecipient shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Subrecipient may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, PCI Compliance Report, TXRAMP Certification, or similar attestations or third-party certifications. Subrecipient shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Subrecipient awards.
- 7.2. At the GLO's request, Subrecipient shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.

CONTRACT REPORTING TEMPLATE

Subrecipients are to use this template to summarize all procured vendor contracts, including those procured by Subrecipient or its subawardees. Definitions of each field can be found below. Monthly, Subrecipient shall update and upload this template in the TIGR system or provide to the GLO in a format specified by the GLO Grant Manager.

Data Fields:

Subrecipient	Enter Subrecipient name.
Contract Number	Enter GLO Contract number.
Date Updated	Enter date template last updated.
A. Vendor Name	Enter name of contracted vendor.
B. UEID Number	Enter Uniform Entity Identifier (UEID) number of the vendor. <u>Note:</u> Entering the UEI into this template does not fulfill the requirement for grantees to enter UEI number into the DRGR Action Plan at the activity level. Refer to the Notice published July 11, 2014 and additional published guidance on this separate requirement.
C. Procured by	Enter name of entity that procured vendor contract - HUD grantee (state or local government), partner agency, a subrecipient of a state or local government, or a recipient of a state government.
D. Vendor Contract Execution Date	Enter date the vendor contract was executed.
E. Vendor Contract End Date	Enter date the vendor contract will expire.
F. Total Vendor Contract Amount	Enter total amount of executed vendor contract.
G. Amount of Funds	Enter amount of funds from the Subaward used to fund the vendor contract.
H. Brief Description of Vendor Contract	Enter a brief, one sentence description of the purpose of the vendor contract.

[illegible]

Certificate Of Completion

Envelope Id: 3D20FA24-864E-8BFD-814F-7FAE764054BA

Status: Sent

Subject: \$250K Contract: 23-160-200-F772 - City of Mission (Texas GLO)

Source Envelope:

Document Pages: 79

Signatures: 0

Certificate Pages: 5

Initials: 6

AutoNav: Enabled

Envelope Originator:

Envelopeld Stamping: Enabled

Donna Torres

Time Zone: (UTC-06:00) Central Time (US & Canada)

1700 Congress Ave

Austin, TX 78701

donna.torres@glo.texas.gov

IP Address: 136.226.14.107

Record Tracking

Status: Original

Holder: Donna Torres

Location: DocuSign

6/11/2026 10:29:16 AM

donna.torres@glo.texas.gov

Signer Events

Nathan Leake

Nathan.leake@glo.texas.gov

Staff Attorney

Texas General Land Office

Security Level: Email, Account Authentication (None)

Signature

DS

NL

Signature Adoption: Pre-selected Style

Using IP Address: 136.226.14.105

Timestamp

Sent: 6/11/2026 2:10:53 PM

Resent: 6/16/2026 9:51:56 AM

Viewed: 6/16/2026 11:57:17 AM

Signed: 6/16/2026 12:11:48 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Heriberta Vega

heriberta.vega@recovery.texas.gov

Security Level: Email, Account Authentication (None)

Signature

Initial

HV

Signature Adoption: Pre-selected Style

Using IP Address: 2603:8080:10f0:3300:389b:db97:5097:85dd

Sent: 6/16/2026 12:11:55 PM

Resent: 6/19/2026 2:11:51 PM

Viewed: 6/19/2026 3:46:22 PM

Signed: 6/19/2026 3:48:22 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Heather Lagrone

heather.lagrone.glo@recovery.texas.gov

Sr Dep director

Texas General Land Office

Security Level: Email, Account Authentication (None)

Signature

DS

HL

Signature Adoption: Pre-selected Style

Using IP Address: 2600:1700:1d0:8cb0:3066:cdb:8eee:b4d6

Signed using mobile

Sent: 6/19/2026 3:48:26 PM

Viewed: 6/20/2026 3:36:17 PM

Signed: 6/20/2026 3:36:24 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Marc Barenblat

marc.barenblat@glo.texas.gov

Deputy General Counsel

Texas General Land Office

Security Level: Email, Account Authentication (None)

Signature

DS

MB

Signature Adoption: Pre-selected Style

Using IP Address: 2600:1700:80:8690:b48b:e596:7f62:a24e

Sent: 6/20/2026 3:36:29 PM

Viewed: 6/22/2026 9:34:56 AM

Signed: 6/22/2026 9:36:55 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
Jeff Gordon jeff.gordon@glo.texas.gov General Counsel Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 136.226.12.78	Sent: 6/22/2026 9:36:59 AM Viewed: 6/22/2026 3:12:35 PM Signed: 6/22/2026 3:12:40 PM
Adrian Piloto adrian.piloto@glo.texas.gov Senior Deputy Director Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 136.226.20.202	Sent: 6/22/2026 3:12:45 PM Viewed: 6/22/2026 4:50:28 PM Signed: 6/22/2026 4:50:43 PM
Norie Garza mayorgarza@missiontexas.us Mayor Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 6/22/2026 4:50:48 PM Resent: 6/24/2026 6:59:49 AM Viewed: 6/24/2026 7:54:53 AM
Jaynee Williams Jaynee.Williams@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jennifer G. Jones jennifer.jones@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
BSO Team bsorequests@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/11/2026 10:48:32 AM

Carbon Copy Events**Status****Timestamp**

Item 26.

Drafting Requests

draftingrequests@GLO.TEXAS.GOV

Texas General Land Office

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Kelly McBride

kelly.mcbride@glo.texas.gov

Director of CMD

Texas General Land Office

Security Level: Email, Account Authentication
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Lance White

lance.white@glo.texas.gov

Manager, Contracts Management Department

Texas General Land Office

Security Level: Email, Account Authentication
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Joseph Cardona

joseph.cardona@glo.texas.gov

Team Lead/Contract Manager

Texas General Land Office

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Resent: 6/11/2026 2:10:50 PM

Donna Torres

donna.torres@glo.texas.gov

Contract Specialist

Texas General Land Office

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Curtis Yankie

Curtis.yankie@recovery.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Jet Hays

jet.hays@glo.recovery.texas.gov

Deputy Director, Integration

Texas General Land Office

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Item 26.

Kalyn Scott

kalyn.scott.glo@recovery.texas.gov

Texas General Land Office

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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RCP Team

rcp.glo@recovery.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Matthew Anderson

matthew.anderson@glo.texas.gov

Texas General Land Office

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Accounting Team

DR.SystemAccess@glo.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Michael Elizalde

melizalde@missiontexas.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Sent: 6/22/2026 4:50:48 PM

Viewed: 6/22/2026 9:35:00 PM

Vonda White

Vonda.White@glo.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Mahsa Azadi

Mahsa.Azadi@glo.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Garrett Purcell

Garrett.Purcell@glo.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

HUB

HUB@glo.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Carbon Copy Events**Status****Timestamp**

Item 26.

Not Offered via DocuSign

Ryne Zmolik

ryne.zmolik.glo@recovery.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Michelle Esper-Martin

michelle.espermartin.glo@recovery.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Jeana Bores

jeana.bores.glo@recovery.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Torrey Brown

torrey.brown.glo@recovery.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

6/11/2026 10:48:35 AM

Envelope Updated

Security Checked

6/11/2026 2:10:49 PM

Envelope Updated

Security Checked

6/11/2026 2:10:50 PM

Envelope Updated

Security Checked

6/11/2026 2:10:50 PM

Envelope Updated

Security Checked

6/11/2026 2:10:50 PM

Payment Events**Status****Timestamps**



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: July 14, 2026

PRESENTED BY: Mike Silva, Fire Chief

AGENDA ITEM: Discussion and possible action on matters related to action on granting a variance to Ordinance No. 2198 to allow the Boys and Girls Club of McAllen fireworks display on Wednesday, July 15, 2026, as part of the Opening Ceremony for the 2026 PONY International Softball World Series at Richard Thompson Stadium, under the supervision of the Mission Fire Department and Fire Prevention Division. - Silva

NATURE OF REQUEST:

Approval of a request to conduct a firework display on Wednesday, July 15, 2026, hosted by the Boys & Girls Club of McAllen at the Richard Thompson Stadium in Mission. This year's tournament is South Texas's largest intercontinental youth softball event, welcoming 200 teams and an estimated 7,000 spectators from across the United States and around the world, including teams from the Bahamas, Mexico, Puerto Rico, the Netherlands, China, the Philippines, Panama and more. The display will be conducted in accordance with all applicable safety requirements and regulations.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Fire

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (07/ Item 27.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PROFESSIONAL PROGRAM INSURANCE BROKERAGE DIVISION OF SPG INSURANCE SOLUTIONS, LLC 1304 SOUTHPOINT BLVD., #101 PETALUMA CA 94954	CONTACT NAME: PHONE (A/C. No. Ext): 415-475-4300 FAX (A/C. No): 415-475-4303 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Certain Underwriters at Lloyd's, London NAIC # AA-1128623
INSURED Island Pyros, LLC 9939 West Mile 16 North Weslaco TX 78599	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** BL-008080**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	PY/26-0122	06/19/2026	06/19/2027	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED \$	
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium. Surplus Lines Agent's Name: Specialty Program Group LLC	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					Surplus Lines Agent's Address: 300 Connell Drive Suite 3000, Berkeley Heights, NJ 07922 Surplus Lines Agent's License #: 2081761	EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Sharyland High School The city of Mission are Additional Insured as respects the Class C (1.4g) fireworks display(s) on 07/15/2026 located at 1216 N. Shary RD-Baseball field, Mission, TX 78572 . This policy provides a two-year extended reporting period from the date of the display. 30-day notice of cancellation and a 10-day notice for non-payment applies.

CERTIFICATE HOLDER**CANCELLATION**

Boys & Girls Club of Mcallen 2620 Galveston Mcallen TX 78501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan Etter</i>
--	---

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POLICY NUMBER: PY/26-0122

PYROTECHNIC LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

Underwriter's at Lloyd's, London: Referred to in this endorsement as either the "Insurer" or the "Underwriters"

This endorsement modifies insurance provided under the following:

SECTION III. PERSONS INSURED

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following entity(ies) as shown in the schedule below is an additional insured pursuant to Section III.

Primary and Non-Contributory

The insurance provided to the Additional Insured scheduled below shall be primary and not contributory with any other insurance maintained by the Additional Insured where this is required by way of a written contract with **Named Insured**.

Waiver of subrogation

The **Named Insured** waives any right of subrogation the **Named Insured** may have against any person or organization, where required by the Insured's written contract with the Additional, because of payments made by the **Named Insured** for **Damages** and **Claims Expenses** arising out of the **Named Insured**'s operations in accordance with the written contract.

Additional Insured:

Sharyland High School
The city of Mission

07/15/2026

c/o Boys & Girls Club of Mcallen

2620 Galveston, Mcallen, TX 78501

All other terms, exclusions and conditions of this Policy remain unchanged.



VULCAN[®]
PREMIUM QUALITY FIREWORKS

MATERIAL SAFETY DATA SHEET

Date: 23rd April 2015

Section 1: IDENTIFICATION OF THE SUBSTANCE AND OF THE COMPANY

- 1.1 Product Identifier** **Fireworks, Division 1.4 Explosive**
 GHS Product Identifier **Fireworks, 1.4G UN0431**
 Chemical name **Not Applicable**
 Trade name **Article Pyrotechnics**
 CAS No. Mixture
 EINECS No. Mixture
 REACH Registration No. Not applicable
- 1.2 Relevant identified uses:**
 For entertainment and celebrations, for professional use only.
- 1.3 Identification company** Oriental Fireworks Co Ltd
 83 Guizhai East Road Liuyang Hunan, China
 Tel: +86-731-8364-9260
 Email: info@shogunvulcan.com
 URL: www.shogunvulcan.com
- 1.4 Emergency contact** Infotrac 24 hour US Emergency Response Number
 Tel: +1-800-535-5053 or 1-352-323-3500'
 Infotrac Contract No. 106045

Section 2: HAZARDS IDENTIFICATION

- 2.1 Classification of the substance or mixture**
2.1.1 The preparation is classified according to **(EC)** Directive 1999/45/EC or Directive 67/548/EEC and its amendments and **(US)** APA Standard 87-1.
2.1.2 Regulation (EC) No. 1272/2008 (CLP) & (US) OSHA Hazard Communication Standard 29 CFR 1910.1200 – EXPLOSIVE
- 2.2 Label elements**
2.2.1 Label elements According to Regulation (EC) No. 1272/2008 (CLP) & (US) OSHA Hazard Communication Standard 29 CFR 1910.1200
GHS Product Identifier

Hazard Pictogram



Signal Word

WARNING

Hazard Statements

H204: Fire or projection hazard

Precautionary statements

P210: Keep away from heat/sparks/open flames/hot surfaces – No Smoking

P372+P380: Explosion risk in case of fire: evacuate area

P373: Do NOT fight fire when fire reaches explosives



MATERIAL SAFETY DATA SHEET

Date: 23rd April 2015

2.2.2 Label elements *According to Directive 67/548/EEC & Director 67/548/EEC* **Risk Phrases**

R2: Risk of explosion by shock, friction, fire or other sources of ignition

R8: Contact with combustible material may cause fire

R22: Harmful if swallowed

R36/37/38: Irritating to eyes, respiratory system and skin

R43: May cause sensitization by skin contact

Safety Phrases

S2: Keep out of reach of children

S16: Keep away from sources of ignition – No Smoking

S34: Avoid shock or friction

2.2.3 Physical hazards

The mixture is a pyrotechnic preparation. Ignition is possible by contact with open fire, but also by sparks, contact with a hot surface, heat radiation or a strong grinding effect. Self-ignition is possible due to the effects of moisture of contact with acids or bases. Both the preparation and the smoke can have an oxidizing effect on metals



VULCAN®
PREMIUM QUALITY FIREWORKS

MATERIAL SAFETY DATA SHEET

Date: 23rd April 2015

Section 3: COMPOSITION / INFORMATION ON INGREDIENTS

Hazardous ingredients	% Weight	EC No.	CAS No.	Hazard pictograms	Risk Phrases/Hazard Statements
Potassium nitrate	>50	231-818-8	7757-79-1	 	Xi; R38 Skin Irrit. 2, H315
Charcoal	>10	240-383-3	16291-96-6	None	None
Sulfur	>10	231-722-6	7704-34-9		Xi; R38 Skin Irrit. 2, H315
Potassium perchlorate	>50	231-912-9	7778-74-7	 	R9/R22 H271/H302
Strontium carbonate	>10	216-643-7	1633-05-2	None	None
Magnalium	>10	231-104-6 & 231-072-3	7439-95-4 & 7429-90-5		R11/R15/R17 H250/H260 & H315/H319/ H335/H402
Phenolic resin	<10	605-001-00-5	9003-35-4	None	None
Barium nitrate	<50	233-020-5	10022-31-8	 	R22/R20 H302/H332
Aluminium	<50	231-072-3	7429-90-5		R15/R17 H315/H319/ H335/H402
Copper oxide	<50	215-269-1	1317-38-0	 	R22-50/53 S22-61 H302/H410/P273
Antimony sulfide	<10	215-713-4	1345-04-6	 	R20/22 R51/53 H302/H332/H411 P273

GHS Classification elements in so far as officially assigned according to EC Regulation 1272/2008

Full text of each relevant R phrases can be found in section 16. Full text of each relevant H phrases can be found in section 16.



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PREMIUM QUALITY FIREWORKS

MATERIAL SAFETY DATA SHEET

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Section 4: FIRST AID MEASURES

4.1 Description of first aid measures

Eye contact:	Rinse with sufficient water; remove any contact lenses prior to rinsing, then immediately rinse the eyes with the eyelids open for a sufficient period of time (at least 10 minutes) using (lukewarm water). Where possible, do not interrupt the rinsing process. Regularly lift the eyelids. Avoid rubbing the eyes to prevent mechanical damage. Help the victim with the rinsing process. Consult an eye doctor if the eyes are irritated or the symptoms persist.
Skin contact:	Remove contaminated clothing. Wash skin immediately with soap and water if available. Use a shower where required. If symptoms like irritation develop, obtain medical attention.
Swallowing:	May be toxic. Have the victim rinse his mouth with water and spit it out (never give an unconscious person something to drink due to risk of suffocation). Do not induce vomiting (unless under direct supervision by a doctor) and immediately consult a doctor showing the packaging or label, or take the victim to hospital. Loosen tight clothing, such as a shirt, tie, belt or waistband. Rest.
Inhalation:	Take the person into fresh air and keep him warm, let him rest. If there is difficulty in breathing, give oxygen. Give artificial respiration if breathing has stopped. Consult a doctor after prolonged exposure or if symptoms do not disappear after a short time.
Burn injuries:	Burn injuries may occur should product accidentally igniter. With all burn injuries; immediate medical treatment for trauma is essential for patient outcome.
Further medical Treatment:	Symptomatic treatment and supportive therapy as indicated.

Section 5: FIRE FIGHTING MEASURES

5.1 Extinguishing media

Suitable extinguishing media:	Preferably with dry chemical, foam or water spray
Unsuitable extinguishing media:	None Known

5.2 Special hazards arising from the substance or mixture

Explosion risk in case of fire. DO NOT fight fire when fire reaches explosives. Do not attempt to directly fight established or slow smoldering fires as an explosion is possible. In case of fire, evacuate area.

5.3 Special exposure hazards from combustion products

Keep enough distance to protect your own safety due to the character of the material. If involved in a fire, it may emit noxious and toxic fumes. Combustion products may include: carbon monoxide, chlorine, chlorine oxides, sulfur oxide and nitrogen oxide.



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5.4 Advice for fire-fighters

In case of fire: Evacuate area. Fight fire remotely due to risk of explosion. Firemen have to wear self contained breathing apparatus. Use qualified personnel who are well aware of the dangers of this product.

5.5 Additional information

Collect extinguishing water to prevent damage to environment. Alert and evacuate the surrounding area. Fight the fire from a sheltered location.

Section 6: ACCIDENTAL RELEASE MEASURES

6.1 Personal precautions:

Eliminate all sources of heat and ignition. People dealing with major spillages should wear personal protective clothing (suitable gloves and filter mask if dust is formed). Evacuate the danger zone. Avoid dust engendering and inhalation of the dust. Prevent further dust dispersion for example of dampening the materials.

6.2 Environmental precautions:

Ventilation recommended.

6.3 Clean up methods:

Collect spilled material by hand, eg. With a dustpan and duster; do not use a vacuum cleaner, which poses a risk of explosion. Do not use compressed air for clean up

Section 7: HANDLING AND STORAGE

7.1 Handling:

When handling observe the usual precautionary measures for chemicals. Avoid contact with heat, sparks, flames and other ignition sources. No smoking. No heating, welding, soldering, drilling, cutting. Do not use equipment producing an open flame or electrical equipment, which may cause sparks. Handle in well ventilated areas. Prevent dust formation and inhalation of dust. Avoid contact with the eyes, skin and clothing. Handle empty packaging with the same safety precautions as full packaging. Keep extinguishing equipment in the vicinity.

7.2 Storage:

Store closed packaging in a dry and well-ventilated location. Fireproof. Keep away from food, drinks and animal feed. Store separately, maintain safety distances in accordance with national legislation for pyrotechnic preparations.

Suitable storage material: Original packaging

Storage material to avoid: Packaging that does not meet the applicable ADR regulations, metals.

Storage temperature: Recommended 5-30°C/41-86°F

7.3 Specific use(s):

For regulated consumer or professional use only. Must be used outdoors. See warning label on each individual packaging.



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Section 8: EXPOSURE CONTROLS / PERSONAL PROTECTION

- 8.1 Limits of exposure:** No occupational exposure limits are determined for the preparation and/or for the components.
- 8.2 Personal Protective equipment:** Eating, drinking and smoking should be prohibited in areas where this material is handled and stored. Wear suitable protective clothing that prevents contact with the product. The work area and storage area should be for authorized persons only.
- 8.3 Respiratory Protection:** Do not inhale dust. Adequate ventilation in closed areas. Respiratory protection is required if there is a risk of inhaling smoke from the product or for insufficiently ventilated workplaces (filter mask P2)
- 8.4 Skin and body** Wear suitable protective clothing (preferably heavy cotton with tight fitting sleeves) remove contaminated clothing immediately. Keep working clothes separate (on site eg. In a closed plastic bag) and change them every day.
- 8.5 Hands:** Wash hands before breaks and at the end of work. Wear protective gloves if there is risk of skin contact; use heat-resistant gloves for handling.
- 8.6 Eyes** Use safety eyewear (tight fitting goggles) or a full-face shield. Eye-wash.

Section 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on basic physical and chemical properties

General information:

Appearance: Loose and/or solid powder encased in paper tubes
 Colour: Not applicable
 Odour: None

Important health, safety and environmental information:

pH: Weak acid
 Boiling point: Not applicable
 Flash point: >93°C
 Explosive properties: -
 Relative density: -
 Grain density: -
 Solubility in water: Partly soluble in water



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Section 10: STABILITY AND REACTIVITY

- 10.1 Stability:** Stable if stored in dry location
- 10.2 Conditions to avoid:** Avoid high (>30°C) and low (<5°C) temperatures. Avoid raised storage temperatures. Avoid high temperatures, heating, open fire and ignition sources, and prevent the effects of a grinding motion and impact forces that may result in ignition.
- 10.3 Materials to avoid:** Oxidizing agents. Flammable agents.
- 10.4 Hazardous decomposition Products:** During use possible release of carbon monoxide, carbon dioxide, chlorine oxides, sulfur oxide and nitrogen oxide. Metal fumes and oxides. Thermal decomposition will evolve toxic irritant and flammable vapors.

Section 11: TOXICOLOGICAL INFORMATION

SUBSTANCE	CAS No.	LD ₅₀ (Oral, Rat)	LD ₅₀ (Inhalation, Rat)	LD ₅₀ (Dermal, Rat)
Potassium Nitrate	7757-79-1	3750 mg/kg	NE	NE
Sulfur	7704-34-9	NE	2,520 ppm/hr	NE
Charcoal	16291-96-6	>5g/kg	NE	NE
Potassium perchlorate	7778-74-7	2100 mg/kg	NE	NE
Barium nitrate	10022-31-8	355 mg/kg	NE	NE

This health hazard assessment is based on information of the components.

- Effects on the eyes:** Particle matter may cause physical injury to the eye. Irritating to the eyes Redness.
- Effects on the skin:** Skin contact may cause irritation, mechanical damage, redness, sensitization, irritation eczema
- Effects on respiration:** May cause severe respiratory tract irritation.
- Ingestion:** Harmful. Ingestion may cause irritation of the gastrointestinal tract.
- Inhalation of smoke:** Smoke released during intended use is harmful upon inhalation and causes coughing.



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Section 12: ECOLOGICAL INFORMATION

12.1 Mobility:	The product is partly soluble in water.
12.2 Persistence and degradability:	Moderately/partially biodegradable. Persistent.
12.3 Bioaccumulative potential	Moderately/partially biodegradable.
12.4 Mobility in soil:	The product has moderate mobility in soil.
12.5 Other harmful effects:	Do not discharge to groundwater surface water or drains. During combustion possible release of carbon monoxide, carbon dioxide, chlorine, chlorine oxides, sulfur oxide and nitrogen oxide.

Section 13: DISPOSAL CONSIDERATIONS

13.1 Product waste:	Pay attention to the flammable and explosive character of the material and the fumes that may be released by it. Incinerate in a hazardous waste incinerator suitable for the disposal of noxious chemical waste in accordance with the stipulations of the relevant regulations. Waste generation should be avoided or minimized wherever possible. If this is not possible, destruction must take place in an approved facility, which is equipped to absorb and neutralize acid gasses and other toxic processing products. Waste, even small quantities, should never be poured down drains, sewers or water surfaces. Disposal should be in accordance with local, state or national legislation. Consult an accredited waste disposal contractor or local authority for advice.
13.2 Additional Information	None



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Section 14: TRANSPORT INFORMATION

Classification as ADR Material for road transport.

UN Number 0431
Proper shipping name: UN0431 ARTICLE PYROTECHNICS, 1.4G
ADR Class: 1
Packaging Group II
Packaging instruction: 135
Tunnel restriction code: E



ADR Label / Hazard Label

Classification as ICAO/IATA material for air transport

UN Number 0431
Proper shipping name: UN0431 ARTICLE PYROTECHNICS, 1.4G
Packaging instruction: Not allowed (passenger airplane)
Packaging instruction (75kg): 135 (cargo aircraft)
Class: 1
Packaging Group II
ICAO/IATA label Explosive substances or articles, class 1, division 1.4

Classification as IMDG material for sea transport

UN Number 0431
Proper shipping name: UN0431 ARTICLE PYROTECHNICS, 1.4G
Class: 1
Maximum quantity None
EmS F-B, S-X
IMO Label: Explosive substances or articles, class 1, division 1.4
Packing and stowage Category 06

Section 15: REGULATORY INFORMATION

EU regulations.



Hazard Symbol:

EU Labelling classification	O	Oxidizing
	Xn	Harmful
R – (Risk) phrases	R8	Contact with combustible material may cause fire
	R22	Harmful if swallowed
	R36/37/38	Irritating to eyes, respiratory system and skin
	R43	May cause sensitization by skin contact
S – (Safety) phrases	S2	Keep out of reach of children
	S16	Keep away from sources of ignition – No Smoking
	S34	Avoid shock or friction



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S35

This material and its container must be disposed of in a safe way

S37

Wear suitable gloves

WGK (German legislation) 2

Hazard to waters, VwVws, Annex 2



Waste Symbol

USA regulations.

TSCA (Toxic Substance Control Act)

All chemicals listed

Canada regulations

WHMIS Classification

Exempt – Consumer Products

Section 16: OTHER INFORMATION

Risk Phrases and Safety Phrases

R2: Risk of explosion by shock, friction, fire or other sources of ignition.

R3: Extreme risk of explosion by shock, friction, fire or other sources of ignition.

R9: Explosive when mixed with combustible material.

R20/21: Harmful by inhalation and in contact with skin.

R22: Harmful if swallowed.

R25: Toxic if swallowed.

R33: Danger of cumulative effects.

R50/53: Very toxic to aquatic organisms, may cause long-term adverse effects in the aquatic environment.

R61: May cause harm to the unborn child.

R62: Possible risk of impaired fertility.

S2: Keep out of the reach of children.

S13: Keep away from food, drink and animal feeding stuffs.

S16: Keep away from sources of ignition - No smoking.

S23: Do not breathe fumes.

S24/25: Avoid contact with skin and eyes.

S34: Avoid shock or friction.

S35: This material and its container must be disposed of in a safe way.

S36/39: Wear suitable protective clothing and eye/face protection.

S45: In case of accident or if you feel unwell, seek medical advice immediately (show the label where possible).

Hazard statement(s) and Precautionary statement(s)

H204: Fire or projection hazard.

H272: May intensify fire; oxidizer.

H301: Toxic if swallowed.

H302: Harmful if swallowed.

H312: Harmful in contact with skin.

H315: Causes skin irritation.



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H319: Causes serious eye irritation.
 H332: Harmful if inhaled.
 P201: Obtain special instructions before use.
 P202: Do not handle until all safety precautions have been read and understood.
 P210: Keep away from heat, sparks, open flame, hot surfaces - No smoking.
 P234: Keep only in original container
 P240: Ground/bond container and receiving equipment.
 P250: Do not subject to grinding/shock/.../friction.
 P280: Wear protective gloves/protective clothing/eye protection/face protection.
 P261: Avoid breathing dust/fume/gas/mist/vapours/spray.
 P270: Do not eat, drink or smoke when using this product.
 P301 + P330 + P331: IF SWALLOWED: rinse mouth. Do NOT induce vomiting.
 P301 + P310: IF SWALLOWED: Immediately call a POISON CENTRE or doctor/physician.
 P302 + P352: IF ON SKIN: Wash with plenty of soap and water.
 P305 + P351 + P338: IF IN EYES: Rinse cautiously with water for several minutes.
 Remove contact lenses, if present and easy to do. Continue rinsing.
 P305: IF IN EYES: Get immediate medical attention.
 P373: Do NOT fight fire when fire reaches explosives
 P401: Store in accordance with local/regional/national/international regulations
 P501: Dispose of contents/container to: Send to a licensed recycler, reclaimer or incinerator.

History:	Date of PDF printing	23 April 2015
	Date of previous issue	No previous validation
	Version:	1

Additional information	Product according to directive 2007/23/EC of the European Parliament and of the council of 23 May 2007 on the placing on the market of pyrotechnic articles.
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The data given here is based on current knowledge and experience. The purpose of this Safety Data Sheet is to describe the product in terms of their safety requirements. The data does not signify any warranty with regard to the product's properties. In all cases, it is the responsibility of the user to determine the applicability of such information and recommendations and the suitability of any products for its own particular purpose.

Safety data sheet according to regulation (EC) No 1907/2006 of the European parliament and of the council from 18 December 2006 concerning the registration, evaluation, authorization and restrictions of chemicals (REACH).



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: July 14, 2026

PRESENTED BY: Juan Pablo "JP" Terrazas, P.E., Co-Interim City Manager

AGENDA ITEM: Discussion and possible action on matters related to the approval of solicitation of bids for Hoerner Street Project - Terrazas

NATURE OF REQUEST:

Halff Associates has completed the design phase for the Hoerner Street Project. The project consists of the construction of approximately one-quarter mile (1,100 feet) of new roadway extending Hoerner Street along the west side of Home Depot.

Funding for the project will be provided through the Mission Redevelopment Authority Tax Increment Contract Revenue Bonds, Series 2026.

Staff is requesting authorization to solicit competitive bids for the construction of the project in accordance with applicable procurement requirements.

BUGETED: Yes **FUND:** _____ **ACCT. #:** _____

BUDGET: No **EST. COST:** \$ _____ **CURRENT BUDGET BALANCE:** 0

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: Mission Redevelopment Authority/TIRZ #1

City Manager's Recommendation: Approval *AJ*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

PROJECT MANUAL

**HOERNER
ROAD EXTENSION**
100% SUBMITTAL

Prepared for



TBPE Firm # F - 312
March 14, 2025

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SEALS PAGE

DESIGN PROFESSIONALS OF RECORD

Halff
TBPE Firm no. F-312
Sections except where indicated
as prepared by other design
Professionals of record.

CIVIL ENGINEER:

Romeo A. Barrera, PE
Texas Registration No. 146471
Divisions 00, 01, 02, 31, 32, 33



END OF DOCUMENT

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