



AGENDA

Pursuant to V.T.C.A. Gov. Code Section 551.001 et. seq., the City Council of the City of Mission, Texas will hold a regular meeting on **Monday, December 16, 2024 at 3:00 p.m.** at the Mission Council Chambers, 1201 E. 8th Street, Mission, Texas and by Teleconference to consider the following matters.

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

Time: **Monday, December 16, 2024 03:00 PM Central Time**

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

Meeting ID: 990 466 2781 - Password: 833227

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

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

REGULAR MEETING

CALL TO ORDER AND ESTABLISH QUORUM

INVOCATION AND PLEDGE ALLEGIANCE

DISCLOSURE OF CONFLICT OF INTEREST

PRESENTATIONS

1. Presentation of 20, 25, 30 & 35 Year Service Award Recipients - Munguia
2. Presentation by Veteran's Land Board - Hernandez
3. Texas Monthly Recognition of Ana Liz Pulido "Top 50 Best Tacos in Texas" - Tecló Garcia
4. Report from the Rio Grande Valley Humane Society - Jennifer Vasquez
5. Report from the Greater Mission Chamber of Commerce – Brenda Enriquez
6. Departmental Reports – Perez
7. Citizen's Participation – Garza

PUBLIC HEARING

PLANNING & ZONING RECOMMENDATIONS

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

9. Rezoning: A 0.99 of an acre tract of land being the South 254' of the West 170' of Lot 26-9, West Addition to Sharyland, from (AO-I) Agricultural Open Interim to (R-1) Single Family Residential, Sanjuana V. Garcia Serna, and Adoption of Ordinance#____ - De Luna
10. Conditional Use Permit: Guest House on Residential Property, 2001 Oleander Drive, Lot 20, Lots 18, 19, & 20, Oleander Estates Unit A, R-1, Herminio Sanchez, Adoption of Ordinance #____ - De Luna
11. Conditional Use Permit: Institutional Use (New Mausoleum) in an AO-I Zone, 3611 N. Taylor Road, All of Valley Memorial Gardens West Garden of Glory Phase 3 Subdivision, AO-I, Valley Memorial Gardens, Adoption of Ordinance #____ - De Luna
12. Conditional Use Permit: To Keep a RV "Temporarily" To care for Health Stricken Parent, 4034 Lopez Street, Lots 37-40, Block 9, Madero Tex Townsite, AO-I, Ofelia Cisneros, Adoption of Ordinance #____ - De Luna
13. Conditional Use Permit: Sale & On-Site Consumption of Alcoholic Beverages – 100% Antojitos Mexicanos, 2306 E. Interstate Hwy 2, Ste. 1 & 2, Lot 1, Cimarron Crossing Ph. I Subdivision, C-3, 100% Antojitos Mexicanos, Inc. Adoption of Ordinance #____ - De Luna
14. Preliminary & Final Re-Plat Approval: Re-Plat of Mar Subdivision, Lot 28, Lot 43, and Common Lots B, C, and D, a 0.92 acre tract of land composed of a 0.263 of an acre tract of land, more or less, being all of Common Area "B" and Lot 28, all of a common area "C" and Lot 43, and all of Common Arear "D" out of the Mar Subdivision, R-1T, Developer: LAC Enterprises, Engineer: Benavides Engineering, LLC, - De Luna

CONSENT AGENDA

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

15. Approval of Minutes – Carrillo
 - Regular Meeting – November 12, 2024
 - Special Meeting – November 21, 2024 and December 10, 2024
16. Acknowledge Receipt of Minutes – Perez
 - Speer Memorial Library Board – September 17, 2024
 - Mission Civil Service Commission – November 5, 2024
 - Parks & Recreation Board – October 8, 2024
 - Traffic Safety Committee – June 18, 2024
 - Planning & Zoning Commission – September 4, September 18, October 2, October 16, November 6, 2024
 - Traffic Safety Committee – June 18, 2024

- [17.](#) Approval of Ordinance # ____ repealing Ordinance 4690 Animal Rescue and Adoption Advisory Board and Ordinance 3793 Juvenile Justice and Delinquency Prevention Advisory Board and any subsequent Ordinances related to the establishment, purpose or function of the Advisory Boards are hereby repealed in their entirety – Carrillo
- [18.](#) Approval of Ordinance # ____ Amending Article III Emergency Medical Vehicles Division I Section 30-162 (B) Ambulance Board; Purpose: Membership: Responsibilities – Carrillo
- [19.](#) Approval of Ordinance # ____ Amending, Article III Golf Course Advisory Board, Section 70-82 Composition of the City of Mission Code of Ordinances – Carrillo
- [20.](#) Approval of Ordinance # ____ Amending Chapter Two Administration, Article III Boards, Committees & Commissions, Division 5 Youth Advocacy Advisory Board, Section 2-151 Created; Composition and Section 2-152 Membership (B) of the City of Mission Code of Ordinances – Carrillo
- [21.](#) Approval of Ordinance # ____ Amending Appendix A – Zoning; Article IV providing for the Zoning Board of Adjustment and Appeals, quorum, procedures for appeals and powers of the board of the City of Mission Code of Ordinances - Carrillo
- [22.](#) Approval of Ordinance # ____ Amending, Article II Administration, Division 2 Traffic Safety Committee, Section 110-62 Membership of the City of Mission Code of Ordinances – Carrillo
- [23.](#) Approval of Resolution # ____ accepting and filing certificate of completion for Mayor Norie Gonzalez Garza, City Manager Mike R. Perez and Finance Director Vidal Roman for the TML Public Investment Fund Training held on December 5 and 6, 2024 – Roman
- [24.](#) Authorization to extend the lease for one (1) 2020 Chevrolet Tahoe 2WD 4dr Wgn LT from D&M Leasing Company (Buyboard #744-24) in the amount of \$13,357.79 - Avila
- [25.](#) Authorization to submit a grant application to the Texas Department of Transportation for the FY 2026 STEP Comprehensive Enforcement Grant in the amount of \$45,000 with an in-kind 20% match from the City - Torres
- [26.](#) Authorization to submit a grant application to the Texas Department of Transportation for the FY 2026 STEP Commercial Motor Vehicle (CMV) Grant in the amount of \$35,000 with an in-kind 20% match from the City - Torres
- [27.](#) Authorization to submit a grant application to the Texas Department of Transportation for the FY 2025 Mini – Operation Slow Down Grant in the amount of \$4,000 with an in-kind 20% match from the City - Torres
- [28.](#) Authorization to submit a grant application to the Texas Department of Transportation for the FY 2025 Mini Grant – Click It or Ticket in the amount of \$4,000 with an in-kind 20% match from the City - Torres
- [29.](#) Authorization to award bid to SOARD Solutions for the purchase of two drones and accessories in the amount of \$46,236 - Torres
- [30.](#) Authorization to purchase (27) twenty-seven bulletproof vests for police officers, totaling \$32,122.50, using bulletproof vest grant funds with respective budget amendment - Torres

- [31.](#) Authorization to submit a grant application to the Texas Department of Transportation (TXDOT) for a General Grant Proposal for in house registered nurse phlebotomy program - Torres
- [32.](#) Authorization to purchase computers and accessories from Dell at a cost of \$28,108.40 utilizing DIR-TSO-3763 contract - Ramirez
- [33.](#) Authorization to approve second and final one-year renewal option for Bandwidth Internet Services, RFB 21-008-11-02, from Smartcom Telephone, LLC at a cost of \$695 per month -Ramirez
- [34.](#) Authorization to purchase security cameras from Telepro Communications at a cost of \$51,504.39 utilizing TIPS 230105 contract - Ramirez
- [35.](#) Authorization for ratification of purchase of Microsoft Office G1 yearly subscription renewal 2024-2025 second year agreement from SHI at a cost of \$63,194.40 utilizing DIR-CPO-5237 contract- Ramirez
- [36.](#) Approval of Resolution No. _____ authorizing the submission of a grant application for the Hazard Mitigation Grant Program to Texas Department of Emergency Management in the amount of \$600,000 with a 25% match requirement from the City - Elizalde
- [37.](#) Approval of Resolution No. _____ authorizing execution of an advance funding agreement with the Texas Department of Transportation and the City of Mission in the amount of \$200,000 for comprehensive trail development - Elizalde
- [38.](#) Authorization to submit and accept grant award from the Walmart Foundation for the FY24 Local Community Grant Program in the amount of \$7,500 with respective budget amendment- Elizalde
- [39.](#) Authorization to submit grant application for the FY23 Assistance to Firefighters Grant Program to the US Department of Homeland Security for the purchase of EMS equipment in the amount of \$180,000 with a 10% cash match – Elizalde
- [40.](#) Authorization to accept grant award for FY24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of \$12,134 from the U.S. Department of Justice-Bureau of Justice Assistance to acquire six body-worn cameras with respective budget amendment- Elizalde
- [41.](#) Authorization to extend Second & Final One-Year renewal for Odor Control Chemical with Kay Jay Services & Supplies for the Public Works Department Waste Water Treatment Plants - Terrazas
- [42.](#) Approval of amended master agreement with Carr, Riggs & Ingram, LLC- V Roman
- [43.](#) Approval of a budget amendment for gym equipment for the Mission Police Department, totaling \$26,079.98, using state forfeiture funds - Torres

APPROVALS AND AUTHORIZATIONS

- [44.](#) Preliminary Plat Approval: Conway Village Subdivision, Being 19.118 acre tract of land out of Lot 36-6, West Addition to Sharyland Subdivision, Suburban E.T.J., Developer: Rimaga, LLC, Engineer: Lopez Engineering Designs, LLC - De Luna
- [45.](#) Preliminary Plat Approval: Bellwood Manor Subdivision, A tract of land containing 26.79 acres of land being part or portion of Lot 39, Lot 40, Lot 41, and a 70.00' strip of

canal Right-of-Way between Lot 40 and Lot 41, Bell-Woods Company's Subdivision "C", R-2, Developer: DS3 Development, LLC, Engineer: S2 Engineering, PLLC - De Luna

- [46.](#) Request by Halff Associates to establish a development bond for the Anzalduas Logistics Center to enable recording process of the subdivision without having all the utilities completed – De Luna
- [47.](#) Request by Union Design Developers, LP to establish a development bond for the Anzalduas Industrial Park Ph II Subdivision to enable recording process of the subdivision without having all the infrastructure completed – De Luna
- [48.](#) Request by M2 Engineering, PLLC to establish a surety bond for The Reserve on Taylor Subdivision to enable recording process of the subdivision without having all infrastructure completed – De Luna
- [49.](#) Authorize to enter into a Personal Services Contract under Tex. Local Gov't Code 252.022(a)(4) with Decibel Communications for services related to the 2025 City of Mission State of the City Address in the amount of \$59,800 to be paid for with sponsorship proceeds – K. Gomez
- [50.](#) Board Appointments – Ambulance Board, Building Board of Adjustments, Citizen Advisory Committee, Civil Service Commission, Keep Mission Beautiful Beautification Committee, Mission Economic Development Authority, Mission Economic Development Corporation, Mission Education Development Council, Mission Historic Preservation Commission, Ordinance Review Committee, Parks and Recreation Board, Planning and Zoning Commission, Shary Golf Course Advisory Board, Special Events & Entertainment Committee, Speer Memorial Library Board, Tax Increment Reinvestment Zone, Traffic Safety Committee, Youth Advocacy Advisory Board, and Zoning Board of Adjustments - Carrillo
- [51.](#) Approval of Memorandum of Understanding between Mission EDC and the City of Mission related to Facility Maintenance Services for the CEED Building with respective budget amendment- Terrazas
- [52.](#) Authorize Mayor to execute Affidavit for Economically Disadvantaged Counties (EDC) Program Application for Bridge Replacement with TxDOT funding - Terrazas
- [53.](#) Authorization to Award bid for Sodium Chlorite Services for the Public Works Water Plant Department - Terrazas
- [54.](#) Authorization to Award bid for Liquid Emulsion Polymer for the Public Works Water Plant Department - Terrazas
- [55.](#) Ratification to Award Bid for FMA & BRIC Program Development, Grant Administration, Civil Engineering, and Project Management Services to Westwood Professional Services in the amount of \$320,000 for project Spikes and Jupiter Climate Resilient Flood Risk Reduction Project FY22/23 FMA - Terrazas
- [56.](#) Authorization to purchase ambulance equipment from sole source vendor Stryker in the amount of \$227,825.85 with respective budget amendment - Silva
- [57.](#) Authorization to purchase a Ford F-550 Stock Skeeter Hybrid ATP from Siddons-Martin Emergency Group, LLC via HGAC Contract FS12-23, for the total amount of \$256,939 with respective budget amendment - Silva

58. Authorization to purchase computers and accessories for the Mission Police Department, totaling \$94,252.43, via Dell Marketing LP #TX DIR-TSO-3763 - Torres
59. Authorization to accept supplemental award funds from Operation Stone Garden FY22, in the total amount of \$101,143.61, and to purchase (2) Haulmark utility trailers and (6) Polaris Sportsman, totaling \$112,140.00, using the FY22 Operation Stone Garden grant funds with respective budget amendment - Torres
60. Approval of Ordinance # _____ Amending Personnel Policy Manual Policy 500.02 Holidays eliminating certain days - Munguia
61. Approval of Ordinance # _____ authorizing and approving a transfer from the Designated Purpose Fund (ARPA) to the General Fund in the amount of \$1,588,753.53 and respective budget amendment – Roman

UNFINISHED BUSINESS

62. TABLED 11/12/2024 - Conditional Use Permit: Home Occupation – Z Galleria Antiques, 2401 Sunset Lane, Being the West 172’ of the South 120’ of The West 363’ of Lot 152, Sharyland Orchards Subdivision Addition “A”, R-1A, Elias Guajardo, Adoption of Ordinance # _____ - De Luna

ROUTINE MATTERS

City Manager Comments

City Council Comments

Mayor's Comments

EXECUTIVE SESSION

1. Closed session pursuant to Tex. Gov't Code Section 551.074 (Personnel Matters) Evaluation of City Manager relating to goals and objectives
2. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney) related to Black Diamond Developers, LP and CCC Operations, LLC v. City of Mission, Cause No. C-5276-23-D.
3. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney) regarding Mission Police Department Internal Affairs Investigation.

RECONVENE

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

ADJOURNMENT

C E R T I F I C A T E

I, the undersigned City Secretary do certify that the above notice of meeting was posted on the bulletin board of City Hall, 1201 E. 8th Street, Mission, Texas on this the 13th day of December, 2024 at 2:00 p.m.

Anna Carrillo

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 **16th day of December, 2024** the City Council of the City of Mission will hold a regular meeting at 3:00 p.m. at 1201 E. 8th Street, Mission, Texas and by Teleconference to consider the following matters. The subjects to be discussed are listed on the agenda, which is attached to and made a part of this Notice.

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

Texas Government Code Section:

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

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

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

On this the **13th day of December, 2024** this Notice was emailed to news media who had previously requested such Notice and an original copy was posted on the bulletin board at City Hall, 1201 E. 8th Street at 2:00 p.m. on said date.

Anna Carrillo

Anna Carrillo, City Secretary



**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: December 16, 2024
PRESENTED BY: Mike R. Perez, City Manager
AGENDA ITEM: Departmental Reports – Perez

NATURE OF REQUEST:

- Speer Memorial Library – November 2024
- City Secretary – November 2024
- Mission Fire Department – October 2024
- Emergency Ambulance Response – October 2024
- Mission Fire Prevention – October 2024
- Mission Event Center – November 2024
- Civil Service – November 2024
- 311 – November 2024
- Public Works – November 2024
- Information Technology – November 2024
- Veterans State Cemetery – November 2024
- Mission Historical Museum – November 2024
- Planning – October, November 2024
- Permits & Inspections – October, November 2024
- Code Enforcement – October, November 2024
- Boys & Girls Club – November 2024
- Mission Police Department – November 2024
- Human Resources – October 2024

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

SPEER MEMORIAL LIBRARY

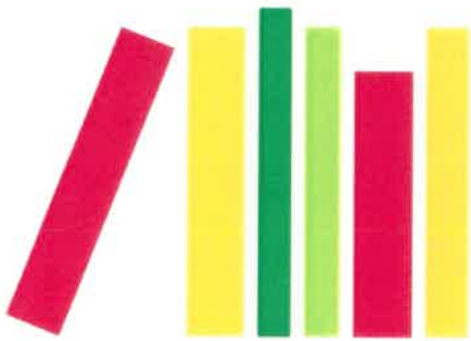
Item 6.

DOOR COUNT



11,051

NOVEMBER
2024



2,400
BOOKS CHECKED OUT



205

ADULT PROGRAM AUDIENCE



VOLUNTEER HOURS WORKED

743



TEENS PROGRAM AUDIENCE

34



142

GENERAL AUDIENCE

256



CHILDREN PROGRAM AUDIENCE

USE OUR
ONLINE RESOURCES

WWW.MISSION.LIB.TX.US





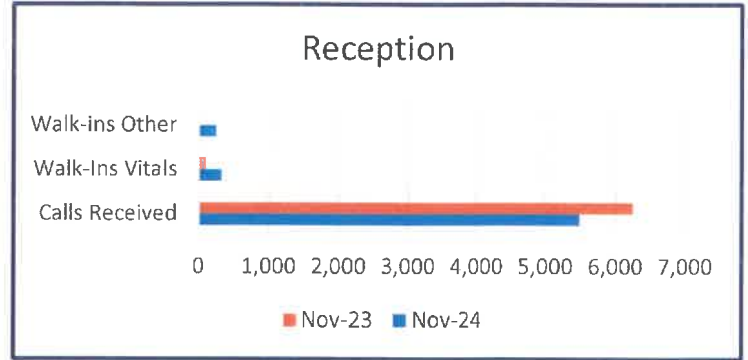
Item 6.



CITY SECRETARY MONTHLY REPORT – NOVEMBER 2024



<i>Reception</i>			
Calls Received	5,488	NOVEMBER 2023	
Walk-Ins – Vitals	330	Calls Received	6,250
Walk- Ins Other Departments	253	Walk-Ins	105



Vital Statistics				
	NOV 2024	YTD 2024	NOV 2023	YTD 2023
Birth Records Registered	123	284	152	340
Birth Records Issued	320	766	391	801
Death Records Registered	47	101	31	65
Death Records Issued	96	143	50	149
Funds Received	\$9,910	\$21,072	\$9,509	\$19,652

Cemetery:

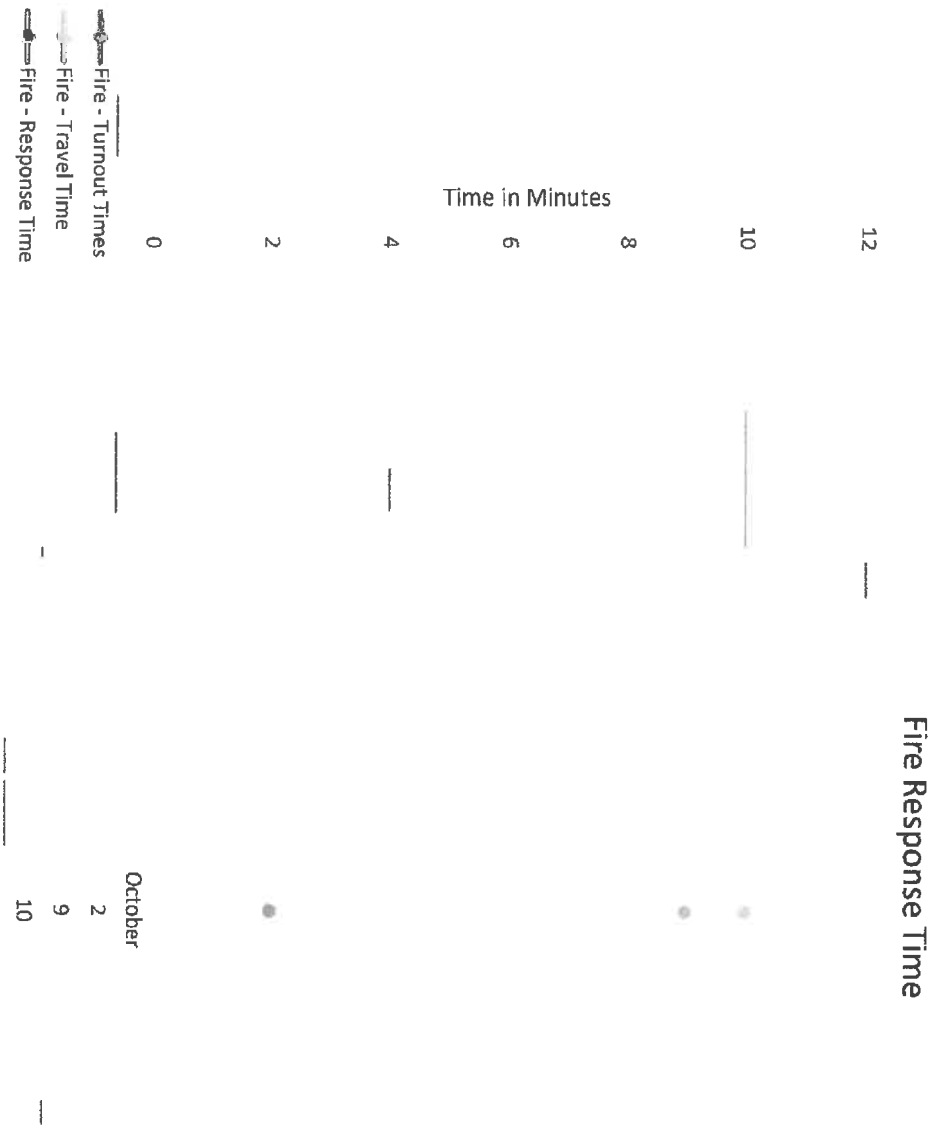
2024-2025					
	Laurel Hill	San Jose	Catholic	Baby Space	YTD 24/25
Burials	3	1	5	0	11
Sold Spaces	0	0	0	0	0
2023-2024					
	Laurel Hill	San Jose	Catholic	Baby Space	YTD 23/24
Burials	1	0	2	0	9
Sold Spaces	0	0	0	0	0

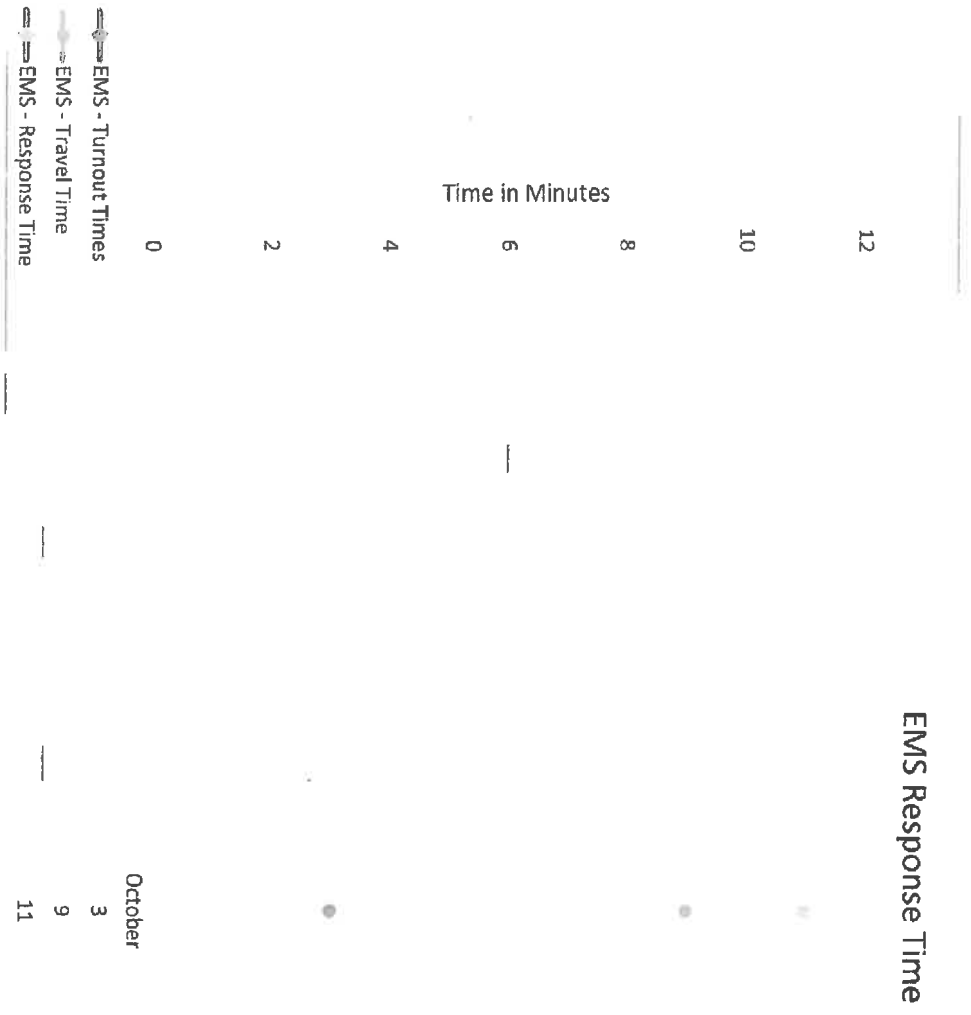
MISSION FIRE DEPARTMENT MONTHLY REPORT

October 2024



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





Incident Types

Count of Total Incidents & Exposures

The measure comes from the 557 hr index. See internal performance at <https://www.eso.com/resource/line/index>

Aid Given/Received

Count of Incidents
785

Count of Exposures **785**

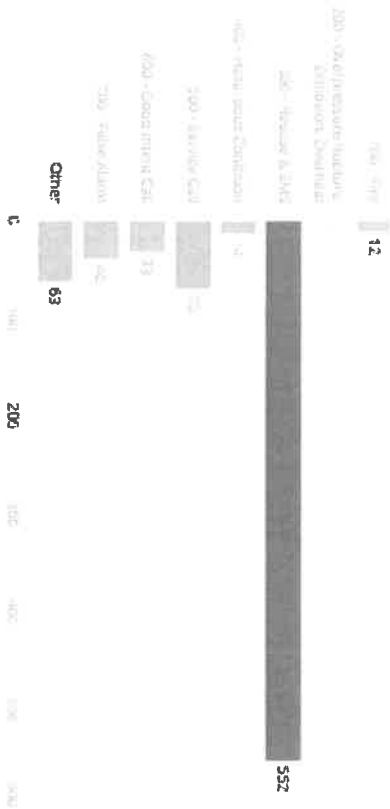
Aid Given
0

AID GIVEN/RECEIVED **785**

EMSR/Prevalence Breakdown

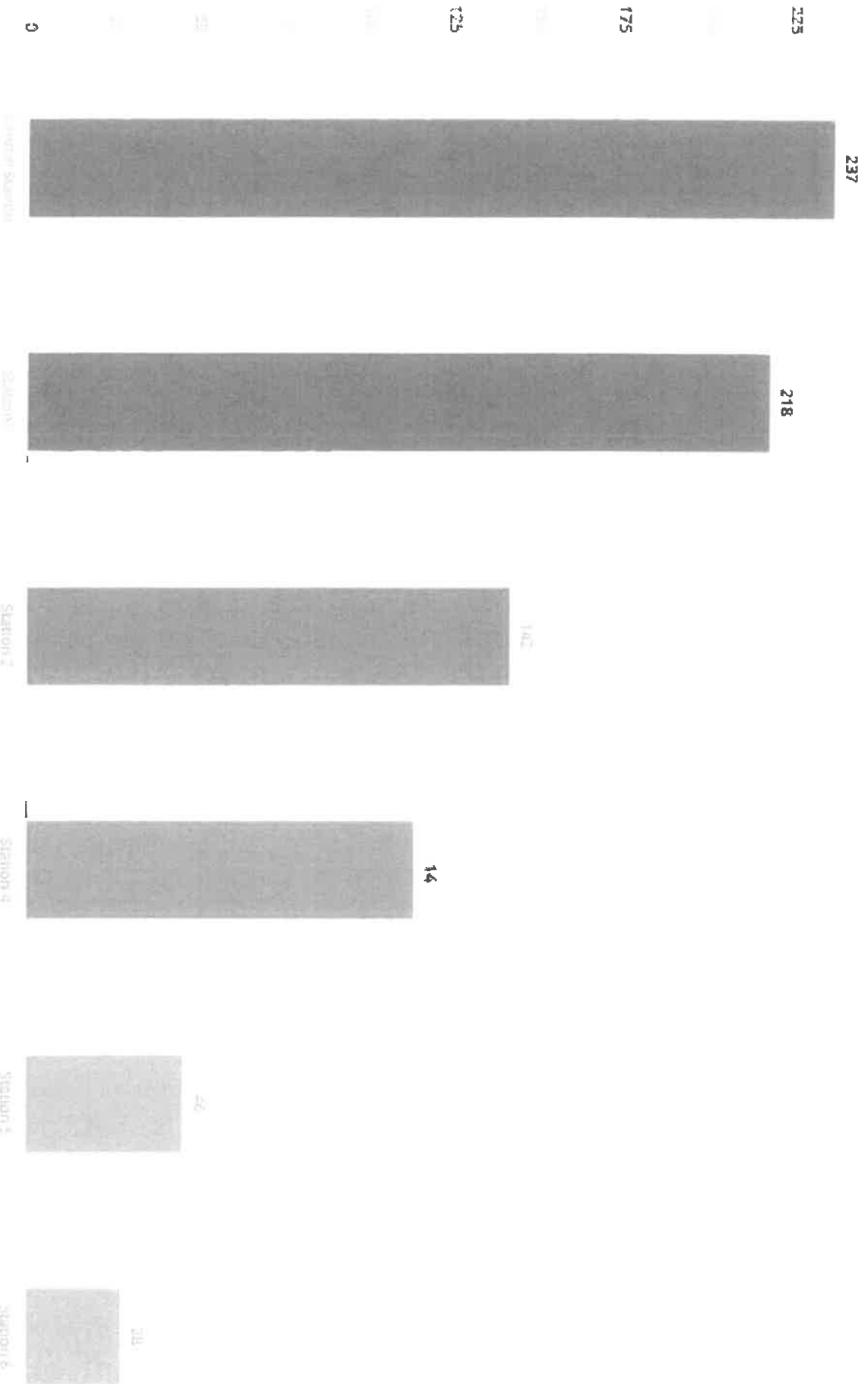


Count of Incidents by Incident Type



Ident Count by Station

Ident Count by Station



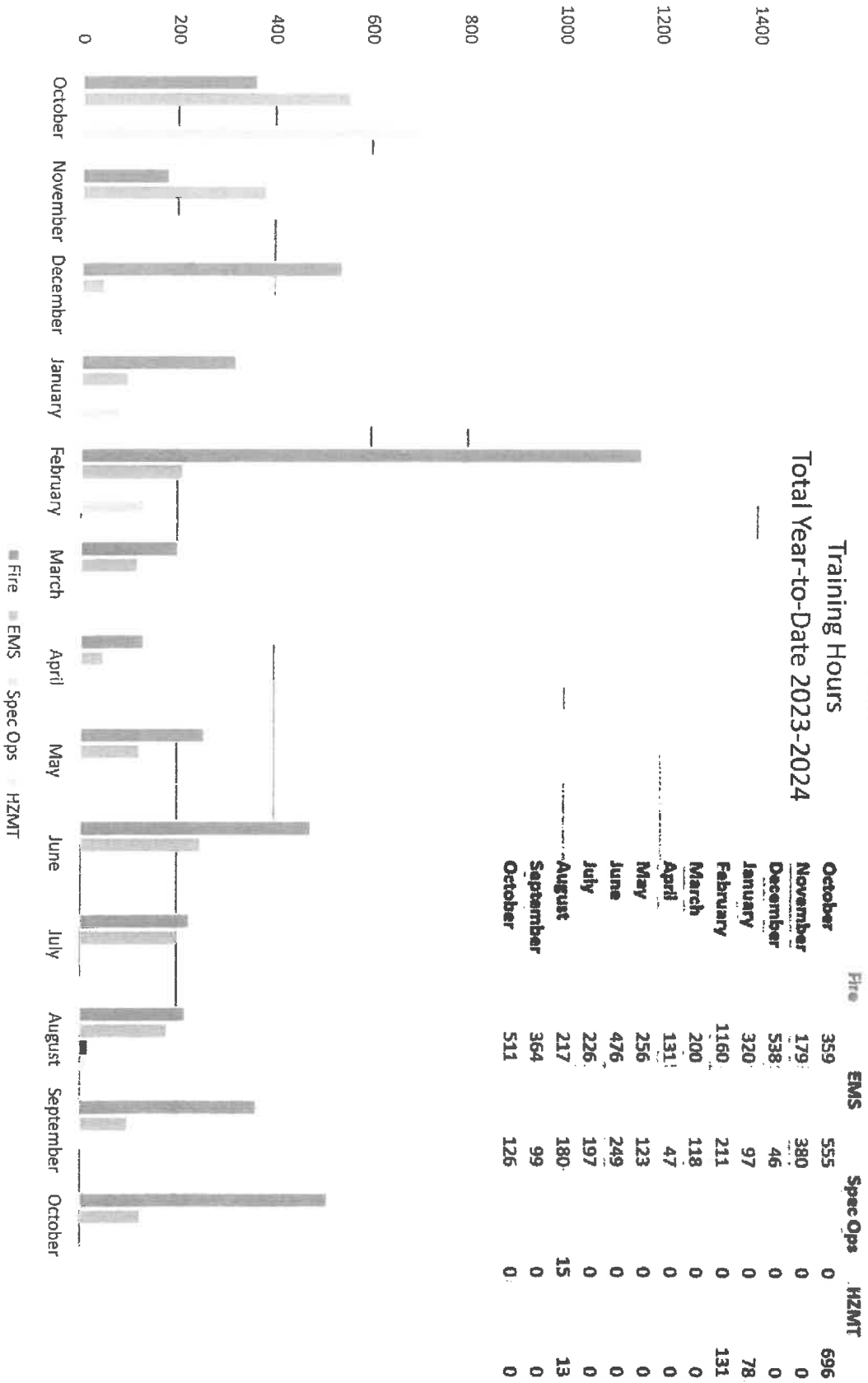
Apply

Cancel



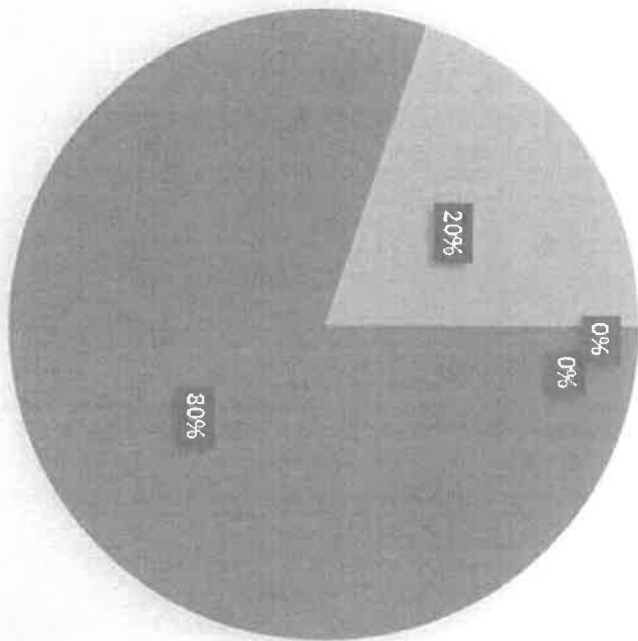


Training Hours Total Year-to-Date 2023-2024





October Training Hours



- Fire
- EMS
- Spec Ops
- HZMT

	Fire	EMS	Spec Ops	HZMT
October	511	126	0	0

MISSION FIRE DEPARTMENT

Emergency Ambulance Response Report

October 2024



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



Previous Month v Oct 1, 2024 - Oct 31, 2024 v

Counts	% Rows												% Columns												Total
	Week Ending	10/5/24	10/13/24	10/20/24	10/27/24	11/3/24	11/10/24	11/17/24	11/24/24	12/1/24	12/8/24	12/15/24	12/22/24	12/29/24											
Abdominal Pain	1.78%	1.96%	1.6%	1.07%	1.07%													7.49%							
Abuse/Neglect, suspected			0.18%															0.18%							
Acute Pain, not elsewhere classified	0.18%	0.18%	0.36%	0.18%														0.89%							
Acute Respiratory Distress (Dyspnea)	0.18%	0.89%	1.25%	0.18%	0.89%													3.39%							
Alcohol use		0.36%																0.36%							
Allergic Reaction			0.18%	0.18%														0.36%							
Altered Mental Status		0.53%	1.25%	1.43%	0.36%													3.57%							
Anxiety reaction/Emot... upset	0.36%	1.78%	0.71%	0.89%	0.53%													4.28%							
Asthma			0.18%															0.18%							
Back Pain	1.07%	0.89%	0.89%	0.36%														3.21%							
Cardiac arrest	0.36%	0.18%	0.18%	0.18%														0.89%							
Cardiac arrhythmia/dy..	0.36%			0.18%														0.53%							
Chest Pain / Discomfort	0.53%	0.89%	0.89%	1.43%	0.36%													4.1%							
Chest Pain, Other (Non-Cardiac)	0.53%		0.18%															0.71%							
Chronic Obstructive Pulmonary Disease (COPD)			0.18%															0.18%							
Common Cold		0.18%																0.18%							
Confusion/De..				0.18%														0.18%							
Congestive heart failure (CHF)	0.18%																	0.18%							
Constipation	0.18%																	0.18%							
Convulsions	0.36%	0.36%	0.36%	0.36%														1.43%							
Dehydration	0.18%	0.18%																0.36%							
Diabetic Hyperglycemia	0.18%			0.36%														0.53%							
Diabetic Hypoglycemia	0.36%	0.53%	0.36%	0.53%														1.78%							
Diarrhea	0.18%		0.18%															0.36%							
Dizziness	0.26%	0.36%	0.36%		0.53%													1.6%							

Electrocution		0.18%												0.18%	
Epistaxis	0.71%			0.18%										0.89%	
Extremity Pain	1.07%	0.71%	1.25%	0.71%	1.43%									5.17%	
Eye Injury					0.18%									0.18%	
Eye Pain		0.18%		0.18%										0.36%	
Febrile Seizures	0.18%	0.36%		0.36%										0.89%	
Fever		0.18%	0.71%	0.53%										1.43%	
Foreign Body in Respiratory Tract		0.18%												0.18%	
Gastrointestin.. hemorrhage		0.18%												0.18%	
Generalized Weakness	1.5%	1.76%	1.43%	1.43%	0.89%									7.13%	
Headache		0.18%	0.71%	0.18%										1.07%	
Hemorrhage		0.18%	0.18%	0.53%										0.89%	
Hypertension	0.18%	0.36%	0.36%	0.18%	0.36%									1.43%	
Hyperventilati.		0.18%												0.18%	
Hypotension		0.53%		0.36%										0.89%	
Injury	2.1%	2.5%	2.14%	3.03%	1.43%									11.59%	
Laceration/Ab... (minor surface trauma)		0.18%	0.36%	0.18%										0.71%	
Malaise	0.89%	0.36%	0.18%	0.18%										1.6%	
Medical device failure		0.18%		0.53%										0.71%	
Mental disorder	0.36%		0.18%	0.18%										0.71%	
Multiple injuries	0.18%	0.36%	0.36%	0.18%										1.07%	
Nausea		0.53%	0.36%	0.18%	0.36%									1.43%	
No Complaints or Injury/Illness Noted	2.32%	3.03%	1.07%	2.32%	0.89%									9.63%	
Obvious Death		0.36%	0.18%	0.18%										0.71%	
Overdose - Alcohol				0.36%										0.36%	
Overdose - Unspecified		0.36%												0.36%	
Pain (Non-Traumatic)		0.53%	0.53%	0.53%										1.6%	
Palpitations			0.36%	0.18%										0.53%	

Week Ending	10/6/24	10/13/24	10/20/24	10/27/24	11/3/24	11/10/24	11/17/24	11/24/24	12/1/24	12/8/24	12/15/24	12/22/24	12/29/24	Total
Pelvic and Perineal Pain	0.36%	0.36%	0.36%											1.07%
Pregnancy related conditions		0.18%												0.18%
Psychogenic Shock	0.18%													0.18%
Respiratory disorder			0.18%	0.18%	0.53%									0.89%
Sedative, hypnotic, or anxiolytic related disorders				0.18%										0.18%
Seizures with status epilepticus	0.18%	0.18%	0.53%	0.71%										1.6%
Sepsis/Septice		0.18%	0.18%											0.36%
Smoke Inhalation		0.18%												0.18%
ST elevation myocardial infarction (STEMI)					0.18%									0.18%
Stroke	0.18%	0.71%		0.18%										1.07%
Suicidal Ideation		0.18%	0.18%		0.18%									0.53%
Suicide attempt	0.18%													0.18%
Syncope / Fainting	0.18%	0.36%		0.18%	0.18%									0.89%
Tracheostomy problem	0.18%													0.18%
Transient Cerebral Ischemic Attack (TIA)	0.18%													0.18%
Unconscious		0.18%	0.36%	0.18%	0.36%									1.07%
Urinary system disorder			0.36%	0.18%	0.36%									0.89%
Vomiting	0.36%	0.18%	0.18%	0.18%	0.18%									1.07%
Total	19.25%	25.49%	21.93%	22.1%	11.23%									100%



Previous Month ▾

Oct 1, 2024 - Oct 31, 2024 ▾

79%

TRANSPORTS
Percentage of Patient Encounters

October



15%

NON TRANSPORTS
Percentage of Patient Encounters

4%

OTHER DISPOSITIONS
Percentage of Patient Encounters

November

577

RECORDS
In Selected Time Slice



31

DAYS
In Selected Time Slice

Counts

% Rows

% Columns

% All

Week Ending	10/6/24	10/13/24	10/20/24	10/27/24	11/3/24	11/10/24	11/17/24	11/24/24	12/1/24	12/8/24	12/15/24	12/22/24	12/29/24	Total
October	111	139	125	134	65									574
November					3									3
Total	111	139	125	134	68									577



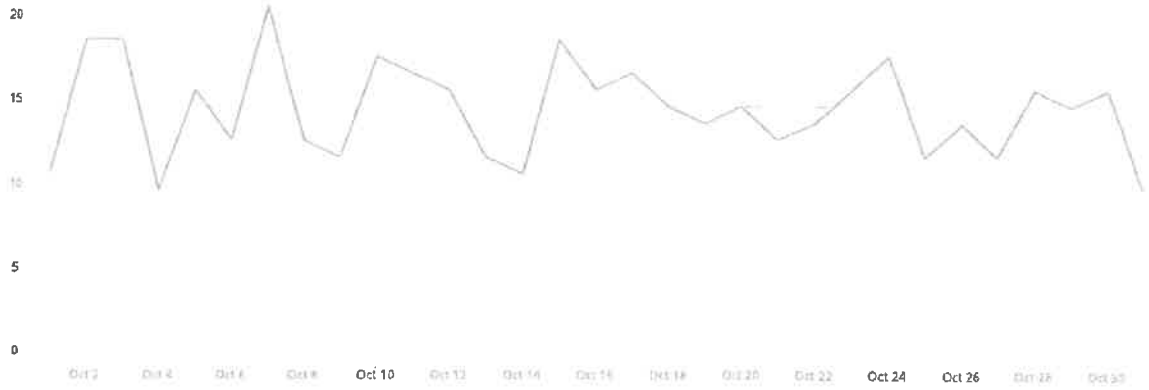
Previous Month ▾ Oct 1, 2024 - Oct 31, 2024 ▾

460

RECORDS
In Selected Time Slice

31

DAYS
In Selected Time Slice



Counts	% Rows		% Columns		% All	Total								
Week Ending	10/6/24	10/13/24	10/20/24	10/27/24	11/3/24	11/10/24	11/17/24	11/24/24	12/1/24	12/8/24	12/15/24	12/22/24	12/29/24	Total
DHR Health	1.74%	2.83%	3.26%	2.39%	1.74%									11.96%
Driscoll Children's Hospital	0.22%	0.43%	0.65%											1.3%
ER 24/7 Mission	0.22%													0.22%
Mission Regional Medical Center	10.43%	11.3%	7.83%	10%	5.87%									45.43%
Rio Grande Regional ER 24/7 McAllen	0.65%	0.22%	0.22%											1.09%
Rio Grande Regional ER 24/7 Mission	1.09%	1.09%	0.43%	0.87%	0.43%									3.91%
Rio Grande Regional Hospital	0.87%	1.90%	1.74%	2.39%	0.65%									7.61%
South Texas Health System Children's		0.22%		0.22%	0.22%									0.65%
South Texas Health System ER - Mission		0.65%	0.43%	1.09%	0.43%									2.61%
South Texas Health System Edinburg	0.22%				0.22%									0.43%
South Texas Health System Heart		0.43%	0.87%	0.65%	0.22%									2.17%
South Texas Health System McAllen Hospital	3.7%	4.13%	7.83%	3.91%	2.61%									22.17%
The Women's Hospital at Renaissance		0.43%												0.43%
Total	19.13%	23.7%	23.26%	21.52%	12.39%									100%



Previous Month | Oct 1, 2024 - Oct 31, 2024

07:22

MM:SS
Average Response Time

59%

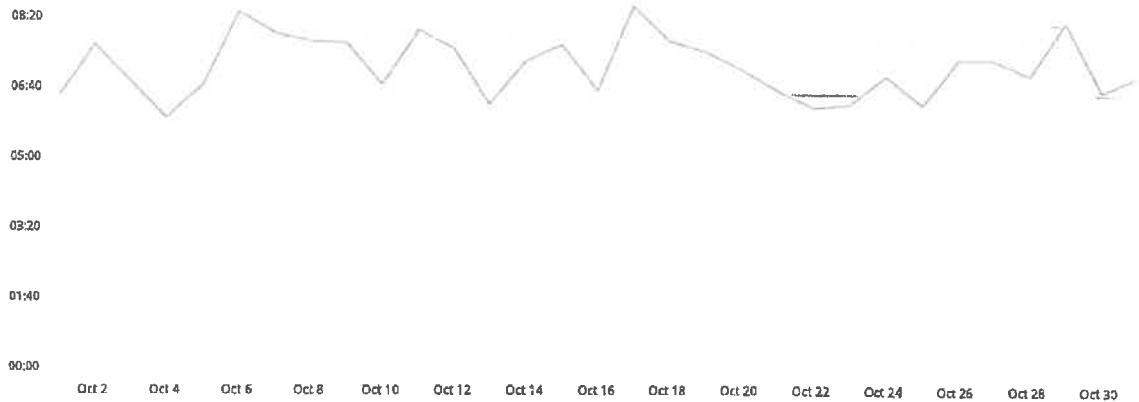
OF RESPONSES
Response Time < 08:00

31

DAYS
In Selected Time Slice

454

UNIT RESPONSES
In Selected Time Slice



Counts % Rows % Columns # All

Week Ending	10/6/24	10/13/24	10/20/24	10/27/24	11/3/24	11/10/24	11/17/24	11/24/24	12/1/24	12/8/24	12/15/24	12/22/24	12/29/24	Total
00:00 - 04:59	3.3%	3.52%	3.3%	3.3%	1.76%									15.2%
05:00 - 07:59	7.93%	10.79%	8.59%	10.79%	5.95%									44.05%
08:00 - 08:59	2.86%	1.32%	4.41%	3.08%	1.1%									12.78%
09:00 - 09:59	0.88%	1.98%	1.76%	1.54%	1.54%									7.71%
10:00 - 11:59	2.64%	2.86%	3.3%	2.2%	0.44%									11.45%
12:00 - 14:59	1.54%	1.54%	1.1%	0.88%	1.54%									6.61%
15:00 - 16:59	0.22%		0.66%		0.22%									1.1%
17:00 - 17:59		0.22%	0.22%											0.44%
18:00 - 19:59														
20:00 - 19:59		0.22%	0.22%											0.44%
30:00 - 59:59		0.22%												0.22%
Total	19.38%	22.69%	23.57%	21.81%	12.56%									100%
Exceptions														0%



Undefined	
Charge Adjustments	\$39,178.40
Charges in Period	\$839,835.00
Credits	(\$632,229.83)
Total AR Change for Undefined	\$246,783.57
Mission	
AR Previous Balance for Mission	\$2,588,032.33
Charge Adjustments	\$39,178.40
Charges in Period	\$839,835.00
Credits	(\$632,229.83)
Accounts Receivable Change for Mission - 202410	\$246,783.57
Total Balance Forward for Mission	\$2,834,815.90

Executive Summary for 216 - Mission

	Oct-24	Grand Total
Gross Charges	\$879,013	\$879,013
Cash Collections	(\$242,272)	(\$242,272)
Gross Charge per Trip	\$1,894	\$1,894
Cash/Txp (CPT)	\$522	\$522
Payer Mix		
Insurance	9.9%	9.9%
Medicaid	7.5%	7.5%
Medicare	36.4%	36.4%
Private Pay	8.4%	8.4%
Govt Misc	0.0%	0.0%
Payer Research	37.7%	37.7%
Level of Service		
ALS Non-Emergency	0.0%	0.0%
ALS Emergency	76.9%	76.9%
ALS-2	0.9%	0.9%
BLS Non-Emergency	0.0%	0.0%
BLS Emergency	22.2%	22.2%
SCT A0429	0.0%	0.0%
Facility Base	0.0%	0.0%
Level of Service Volume		
Total Service Volume	464	464
ALS Non-Emergency TXP	0	0
ALS Emergency TXP	357	357
ALS-2 Emergency TXP	4	4
BLS Non-Emergency TXP	0	0
BLS Emergency TXP	103	103
Sct A0429 TXP	0	0
Service Others Cnt	0	0
Facility Base TXP	0	0
Ground Mileage	2,806	2,806

MISSION FIRE PREVENTION MONTHLY REPORT

October 2024



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

FIRE INVESTIGATIONS

There were two (2) fire investigation for the month of October.

- On October 08, 2024, Captain Michael Reyes investigated a structure fire at 202 Melba Carter
Undetermined
- On October 17, 2024, Captain Joel Saenz and Lieutenant Guillermo De La Garza investigated a kitchen fire
at 611 Stonegate
Accidental

Full Investigation: 2 Total

Call out to document of Incident: 0 Total

Year to Date: 2 Total

SOUTH TEXAS ARSON RESPONSE TEAM FIRE INVESTIGATIONS

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

Our assistance was requested: 0 Total

Assistance Requested by us: 0 Total

Year to Date: 0 Total

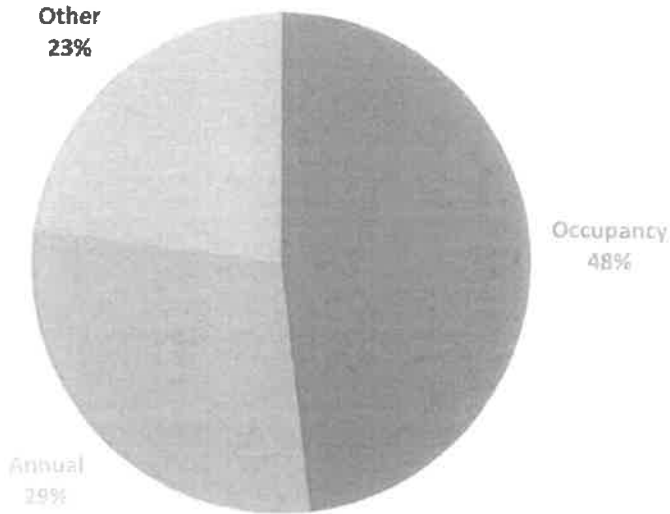
COMPLAINTS

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

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

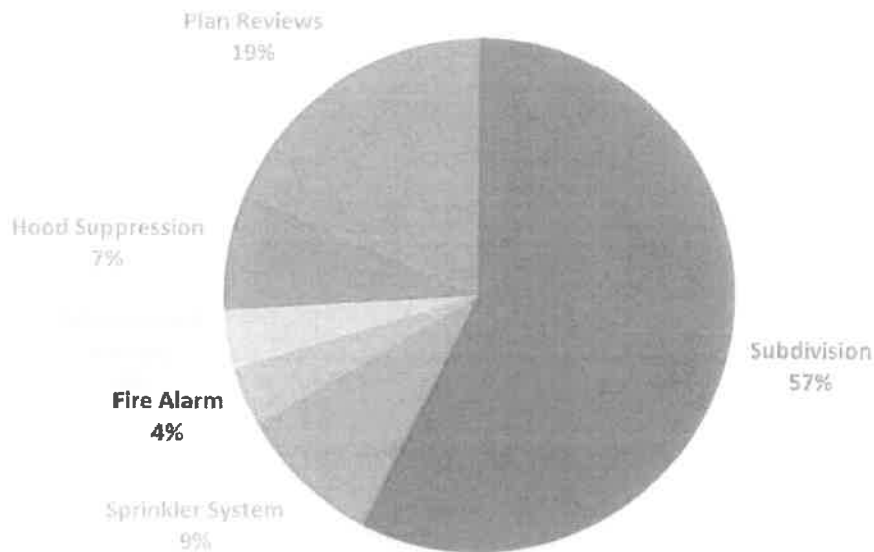
Year to Date: 0 Total

FIRE INSPECTIONS - OCTOBER 2024



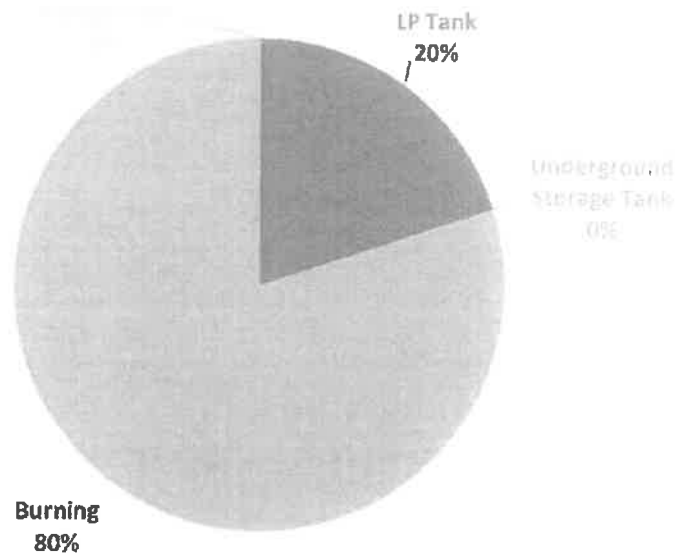
- 38 Occupancy
- 23 Annual
- 18 Other
- Year to Date: 79 Total
- **Inspection rate to date: 4%**

PLAN REVIEWS - OCTOBER 2024



- Subdivision Reviews - Year to Date: 31
- Sprinkler System Plan Reviews – Year to Date: 5
- Fire Alarm System Plan Reviews – Year to Date: 2
- Exhaust Hood Canopy Plan Reviews – Year to Date: 2
- Hood Suppression Plan Reviews – Year to Date: 4
- Plan Reviews – Year to Date: 10

PERMITS - OCTOBER 2024



- LP Tanks Permits – Year to Date: 1
- Underground Storage Tank Removal Permits – Year to Date: 0
- Aboveground Storage Tank Removal Permits – Year to Date: 0
- Burning Permits – Year to Date: 4

FIRE DRILLS

There was zero (0) fire drill conducted for the month of October.

Year to Date: 0 Total

TRAINING

There were three (3) training in the month of October.

- October 16-18, 2024 – Lieutenant Omar Salinas and Lieutenant Jose Oscar Alanis attended Hot Zone Training Conference in Houston, Texas
- October 21-23, 2024 – Lieutenant Omar Salinas attended PEER Conference in Weslaco, Texas
- October 29-30, 2024 – Fire Marshall Frank Cavazos attended TCOLE Training Conference at McAllen Convention Center

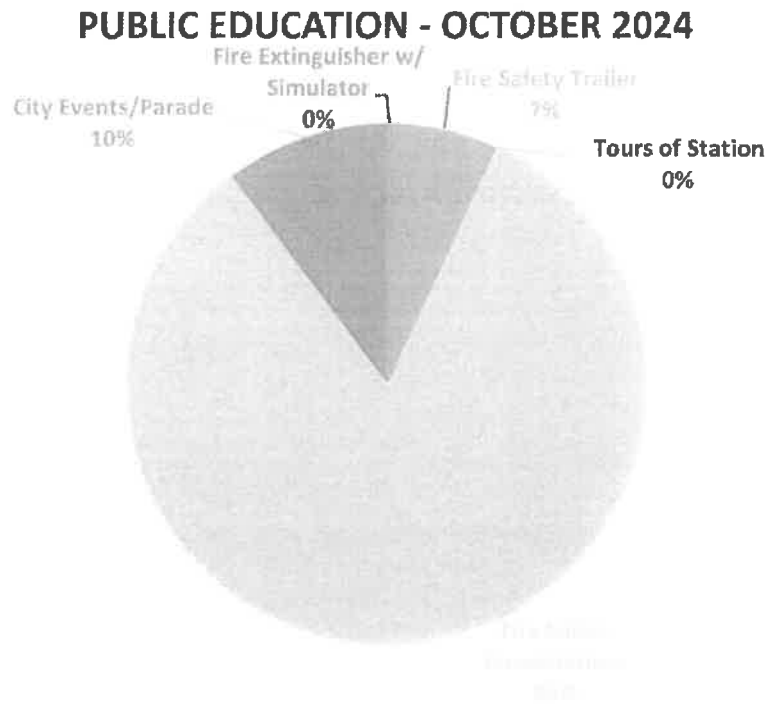
Year to Date: 3 Total

MEETINGS ATTENDED

For the month of October there were twenty-one (21) meetings attended by the Fire Prevention Office.

- October 1, 2024 – Fire Marshall Frank Cavazos attended Veterans Day logistic meeting at City of Mission Community Room
- October 3, 2024 – Fire Marshall Frank Cavazos attended meeting to discuss Policies at City of Mission City Hall
- October 3, 2024 – Fire Marshall Frank Cavazos attended SRC meeting
- October 7, 2024 – Captain Joel Saenz attended Command Staff meeting at the Mission Fire Department Administration Conference room
- October 8, 2024 – Fire Marshall Frank Cavazos attended Mission CISD meeting at Annex Building
- October 8, 2024 – Fire Marshall Frank Cavazos attended Travel & Training Policy meeting at the Mission Fire Department Administration Conference room
- October 9, 2024 – Fire Marshall Frank Cavazos attended Fire Extinguisher quote meeting with Lupe Cantu at the Mission Fire Department
- October 10, 2024 – Fire Marshall Frank Cavazos attended meeting to discuss upcoming Live Fire Training Logistics at the Mission Fire Department Administration Conference room
- October 10, 2024 – Captain Joel Saenz attended SRC meeting
- October 10, 2024 – Fire Marshall Frank Cavazos attended Lexipol Policy Review meeting at City Hall with Purchasing Department
- October 10, 2024 – Fire Marshall Frank Cavazos attended meeting with Mark Dougherty at Sharyland ISD
- October 10, 2024 – Fire Marshall Frank Cavazos attended Lexipol Policy Review meeting at City Hall with Risk Department
- October 15, 2024 – Fire Marshall Frank Cavazos attended Halloween and Veterans Day meeting at Texas Citrus Fiesta Office
- October 15, 2024 – Fire Marshall Frank Cavazos attended Meet and Greet meeting with STHS CEO at The Loretto in Mission
- October 17, 2024 – Fire Marshall Frank Cavazos attended SRC meeting
- October 17, 2024 – Fire Marshall Frank Cavazos attended meeting with Chief Garcia to discuss goals & priority list in Chief Garcia's office
- October 22, 2024 – Fire Marshall Frank Cavazos attended meeting to discuss Promotional Ceremony at Mission Fire Department Administration Conference room
- October 30, 2024 – Fire Marshall Frank Cavazos attended meeting with Mark Dougherty
- October 30, 2024 – Captain/Asst. Fire Marshall Joel Saenz attended logistic meeting for Veterans Day event at Texas Citrus office
- October 30, 2024 – Fire Marshall Frank Cavazos attended meeting with CM Mike Perez at City Hall
- October 31, 2024 – Fire Marshall Frank Cavazos attended SRC meeting

Year to Date: 21 Total



During the month of October there were twenty-nine (29) presentations conducted

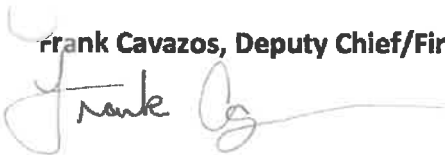
- Year to Date: 24 Presentations 10,223 Audience
- Year to Date w/ The Tutor: 0 Presentations 0 Audience
- Year to Date w/ F.S.T.: 2 Presentations 2,300 Audience
- Year to Date w/ City Events: 3 Presentations 2,500 Audience
- Year to Date – Other: 0 Presentations 0 Audience
- Year to Date Grand Total: 29 Presentations 15,023 Audience

PUBLIC EDUCATION

During the month of October there was twenty-nine (29) presentations conducted.

Date	Location	Fire Extinguisher w/Simulator	Fire Safety Trailer	Tours of Stations	Fire Safety Presentation	City Events / Parade
10/01/2024	MASTERPIECE CHRISTIAN ACADEMY				55	
10/01/2024	VIDA QUE CANTA APTS.				200	
10/02/2024	MISSION HEAD START CENTER				100	
10/05/2024	HOME DEPOT		300			
10/07/2024	ESCOBAR-RIOS ELEMENTARY				345	
10/08/2024	LEAL ELEMENTARY				420	
10/09/2024	ROMULO MARTINEZ ELEMENTARY				525	
10/09/2024	MISSION HIGH SCHOOL HOMECOMING -BURNING OF LETTER "M"				500	
10/10/2024	BRYAN ELEMENTARY				670	
10/11/2024	O'GRADY ELEMENTARY				550	
10/15/2024	PEARSON ELEMENTARY				320	
10/16/2024	ENRIQUE CAMARENA ELEMENTARY				582	
10/17/2024	MARCELL ELEMENTARY				416	
10/17/2024	TWIN OAKS APTS TRUNK OR TREAT				200	
10/18/2024	IDEA PALMVIEW				718	
10/18/2024	IDEA PALMVIEW BURNING OF LETTER "A"				100	
10/19/2024	CRESCENDO MUSIC TRUNK OR TREAT				150	
10/22/2024	PALMHURST PD NIGHT OUT					300
10/22/2024	EMPLOYEE HEALTH AND BENEFITS FAIR – EVENT CENTER					200
10/23/2024	SHARYLAND HIGH SCHOOL HOMECOMING – BURNING OF LETTER "S"				1000	
10/23/2024	AMIGOS DEL VALLE TRUNK OR TREAT				100	
10/24/2024	MISSION HOSPITAL TRUNK OR TREAT		2000			
10/24/2024	MIMS ELEMENTARY				630	
10/24/2024	VETERANS MEMORIAL HIGH SCHOOL HOMECOMING – BURNING OF LETTER "V"				600	
10/25/2024	JOHN H. SHARY ELEMENTARY				720	
10/25/2024	BENTSEN ELEMENTARY				500	
10/28/2024	JOSE ESCANDON ELEMENTARY				522	
10/28/2024	RICK BROWN TRUNK OR TREAT				300	
10/31/2024	CITY OF MISSION TRUNK OR TREAT					2000

Frank Cavazos, Deputy Chief/Fire Marshal



Mission Event (

11/01/2024 - 11/30/2024

Source: RESERVE (event management software)


Event - Name	Event Date	Room Rental Charges	Alcoholic Beverage Charges	Equipment Charges	Security Fee	Refundable Damage Deposit	Use of Kitchen/Outside Caterers Fee	Function Total	Total Adjustments and Discounts	Total Payments Received	Balance Due
RGV Diabetes Association Dancing with the Stars	11/01/2024	\$4,000.00	\$6,841.00	\$700.00	\$250.00	\$500.00	\$375.00	\$12,666.00	\$0.00	\$12,666.00	\$0.00
Christian Conference	11/04/2024	\$3,150.32		\$350.00		\$500.00		\$4,000.32	(\$2,149.68)	\$4,000.32	\$0.00
City of Mission Human Resources "Veterans Appreciation Luncheon"	11/06/2024	\$0.00		\$0.00				\$0.00	(\$1,250.00)	\$0.00	\$0.00
STS Seminar Dinner	11/06/2024	\$2,500.00	\$0.00	\$300.00		\$500.00	\$375.00	\$3,675.00	\$0.00	\$3,675.00	\$0.00
Christian Conference	11/07/2024	\$2,250.00		\$350.00		\$500.00	\$375.00	\$3,475.00	\$0.00	\$3,475.00	\$0.00
Landlord Exposition by Mission Housing Authority	11/08/2024	\$1,350.00		\$0.00		\$500.00	\$375.00	\$2,225.00	\$0.00	\$2,225.00	\$0.00
City of Mission Fire Entry Level Testing	11/08/2024	\$0.00		\$0.00				\$0.00	(\$1,350.00)	\$0.00	\$0.00
Friends for Hope Gala	11/09/2024	\$4,400.00	\$14,472.00	\$200.00	\$0.00	\$500.00	\$375.00	\$19,947.00	\$0.00	\$0.00	\$19,947.00
Veterans Job Fair	11/12/2024	\$6,650.00		\$0.00		\$500.00	\$375.00	\$7,525.00	\$0.00	\$2,500.00	\$5,025.00
Graduation Ceremony	11/14/2024	\$1,500.00		\$0.00		\$500.00	\$375.00	\$2,375.00	\$0.00	\$2,375.00	\$0.00
City of Mission Fire Department Staff Meeting	11/14/2024	\$0.00						\$0.00	(\$1,350.00)	\$0.00	\$0.00
IOC Company Safety Meeting	11/15/2024	\$2,500.00		\$350.00		\$500.00		\$3,350.00	\$0.00	\$3,350.00	\$0.00
STS Training Seminar	11/16/2024	\$1,350.00		\$0.00		\$500.00	\$375.00	\$2,225.00	\$0.00	\$2,225.00	\$0.00
HR Consortium Supervisor Training	11/19/2024	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	(\$1,500.00)	\$0.00	\$0.00
City of Mission Employee Appreciation Luncheon	11/20/2024	\$0.00		\$0.00				\$0.00	(\$5,500.00)	\$0.00	\$0.00
City of Mission PD Entry Level Testing	11/21/2024	\$0.00		\$0.00				\$0.00	(\$1,350.00)	\$0.00	\$0.00
South Texas Immunizations Coalition Conference	11/21/2024	\$2,050.00		\$350.00		\$500.00	\$375.00	\$3,275.00	\$0.00	\$0.00	\$3,275.00
TOTAL		\$31,700.32	\$21,313.00	\$2,600.00	\$250.00	\$5,500.00	\$3,375.00	\$64,738.32	(\$14,449.68)	\$36,491.32	\$28,247.00

Nov-23

13 events hosted	\$26,026.00	\$30,879.00	\$1,775.00	\$1,400.00	\$2,750.00	\$2,062.50	\$63,892.50	(\$17,811.50)	\$63,892.50	\$0.00
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MEMORANDUM

TO: MAYOR AND CITY COUNCIL
THROUGH: MIKE PEREZ, CITY MANAGER
FROM: JESSE LERMA, CIVIL SERVICE DIRECTOR
SUBJECT: CIVIL SERVICE REPORT, NOVEMBER 2024
DATE: DECEMBER 3, 2024




1. Mission Fire Department conducted an entry level examination on November 8, 2024. We received 59 applications for the examination, 51 participated and 40 passed. Physical agility exam, background checks, and interviews will be conducted as soon as possible and four (4) positions will be filled immediately.
2. Mission Fire Department LT's promotional examination set for December 12, 2024
3. Mission Police Departments conducted an entry level examination on November 21, 2024. We received 63 applications for the examination, 49 participated and 48 passed. Physical agility, background checks, and interviews will be conducted as soon as possible, and twenty (28) positions need to be filled as soon as possible.
4. Pending Hearings
 1. PO Roel Velasquez-Indefinitely Suspended June 7, 2023-pending legal
 2. PO Esteban Jara-Indefinitely Suspended March 28, 2024-Arbitrator has been selected-pending hearing date
 3. PO Sergio Martinez-15 Day Suspension Without Pay-Arbitrator has been selected-pending hearing date
 4. PO Veronica Cedillo-Hearing cancelled

THANKS

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
THROUGH: MIKE PEREZ, CITY MANAGER
FROM: JESSE LERMA, 311/CIVIL SERVICE DIRECTOR
SUBJECT: 311 REPORT, NOVEMBER 2024
DATE: DECEMBER 2, 2024



We have a total of 770 submission for October of 2024 with a total of 13,051 since we began. The system is fully functional and very user friendly. We are able to customize the system to meet the needs of our daily operations. Our staff has bought into the system and working on improvements every day. We are able to find problematic areas using the system and it allows for us to attend to the needs of those areas in a timely manner. We try to contact as many residents as possible and are getting feedback from them to improve the system.

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

Thank you!

Topic Counts of Opened Requests
For Date Period From 11/01/2024 Through 11/30/2024

Item 6.

Topic	Count
Health	
Animal Control	661
Bee Complaint	10
Food Complaint	2
Food Truck Complaint	0
Grease Trap Complaint	0
Mosquitoes	1
Total - Health	674
Obstructions -Tree/Branches	
MOWING	2
Total - Obstructions -Tree/Branches	2
Parks & Rec	
Graffiti	0
Mowing (Drainage & Alleys)	0
Parks	5
Restrooms	1
Right of way (mowing)	1
Trails	0
Total - Parks & Rec	7
Planning	
Construction Concerns	3
Dilapidated Home/Structure	3
Garage Sales	0
Health & Sanitation	1
Illegal Dumping	1
Junked Vehicle on private property	2
Sewer Concerns	0
Unsafe Building	3
Weedy Lot	2
Total - Planning	15
Police Department	
Illegal Parking	11
Total - Police Department	11
Public Works	
Flooded area/Roadway and streets	0
Foul smell	2
Junk Vehicle	0
Lift Station	0
Lift Stations	0
Low Water Pressure	1
Obstruction Tree Signs/Tree Trimming	1
Pot Holes	10
Sandbag (Elderly And Disabled)	0
Side Walk	5
Street Light	20
Streets/Signs	5
Tires	1
Traffic Signals	0
Water Leaks	4
Total - Public Works	49
Sanitation	
Brush	
Bulky Items	

Garbage
Obstruction/ Brush
Trash
Total - Sanitation
All Topics
Total All Topics

Item 6.

1

12

770



Public Works

November 2024 Monthly Report

Water Distribution Department



28th/Conway Sewer Line Repair



Conway/Bus 83 Water Line Repair

Water Treatment Plants Projects



Emergency Generator Radiator Replaced



Backflow Preventer Check Valves Replaced



Public Works Projects



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Street Improvement Projects	11
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Street City Miles Swept	12
Lot Maintenance/Demolished Home	12
Sign Shop Output Measures	13
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Alley Debris Collection & Mowing	14
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Animal Control	18-19

Utility Billing and Collection

ANALYTICAL STATISTICAL COMPARISON				
‡ UTILITY BILLING ACCRUALS ‡				
BILLING TYPE	NOV - 2024	NOV - 2023	FYTD 24-25	FYTD 23-24
Water Consumption (Gals.)	368,311,000	424,493,000	697,490,000	893,560,000
Number of Customers	30,843	30,325		
WATER & WASTEWATER				
Water Sales	\$ 1,224,857	\$ 1,372,417	\$ 2,353,266	\$ 2,851,783
Water Sales - <i>Granjeno</i>	2,288	2,628	4,433	5,566
Water Connections	23,955	30,900	70,630	60,000
Reconnect Fees	10,525	4,100	24,500	11,325
Sewage Service	689,052	732,382	1,330,418	1,507,341
Sewage Service - <i>Granjeno</i>	1,193	1,263	2,365	2,501
Wastewater Connections	5,610	9,120	19,920	18,040
Industrial Sewer Surcharge	526	0	642	0
Service Charge	12,423	11,365	22,838	19,806
Total	\$ 1,970,429	\$ 2,164,175	\$ 3,829,012	\$ 4,476,362
SANITATION				
Garbage Fees	\$ 692,276	\$ 657,179	\$ 1,380,321	\$ 1,280,052
Brush Fees	105,044	103,686	209,318	206,737
Total	\$ 797,320	\$ 760,865	\$ 1,589,639	\$ 1,486,789
DRAINAGE ASSESSMENT FEE				
Drainage Assessment Fee	\$ 107,031	\$ 105,348	\$ 213,764	\$ 210,659
Total	\$ 107,031	\$ 105,348	\$ 213,764	\$ 210,659
Total Billing	\$ 2,874,780	\$ 3,030,388	\$ 5,632,415	\$ 6,173,810
‡ UTILITY COLLECTIONS CASH ‡				
COLLECTIONS	NOV - 2024	NOV - 2023	FYTD 24-25	FYTD 23-24
Total Collections	\$ 1,672,563	\$ 2,231,510	\$ 3,711,806	\$ 4,505,181

Water Distribution

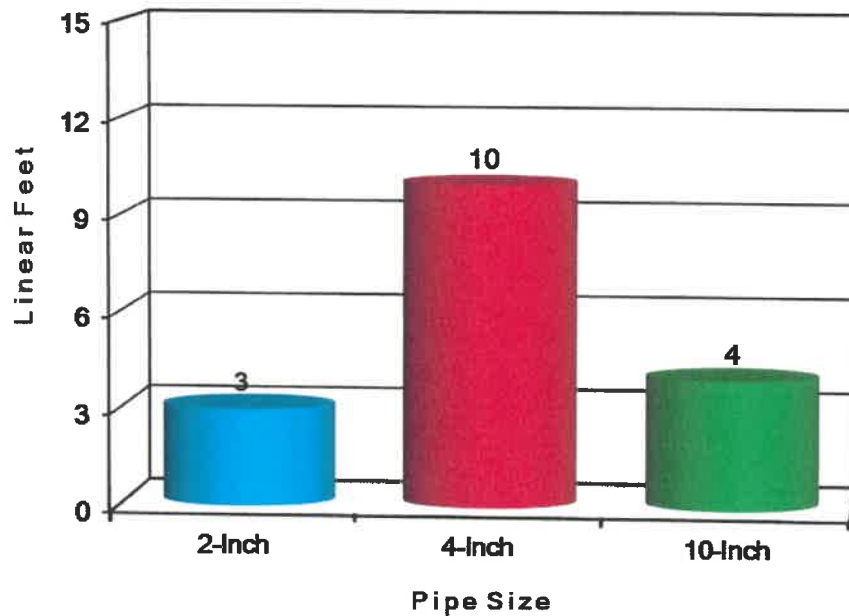
Utility Line Installation

Water Distribution Crews installed 17 Linear Feet of Utility Line. Below are the locations where the broken line repairs took place. There were nineteen (19) major water line breaks repaired.

Water Distribution - Utility Line Installation

2-Inch		4-Inch		10-Inch	
Bahia Street	1'	2104 Crystal	2'	N Conway / 28 th St	4'
507 Aladdin Villas E	2'	2111 Colorado	2'		
		403 Cimarron	2'		
		1414 Daytona Dr	2'		
		1420 Daytona Dr	2'		
3 LF		10 LF		4 LF	

November 2024 Utility Pipe Line Installation

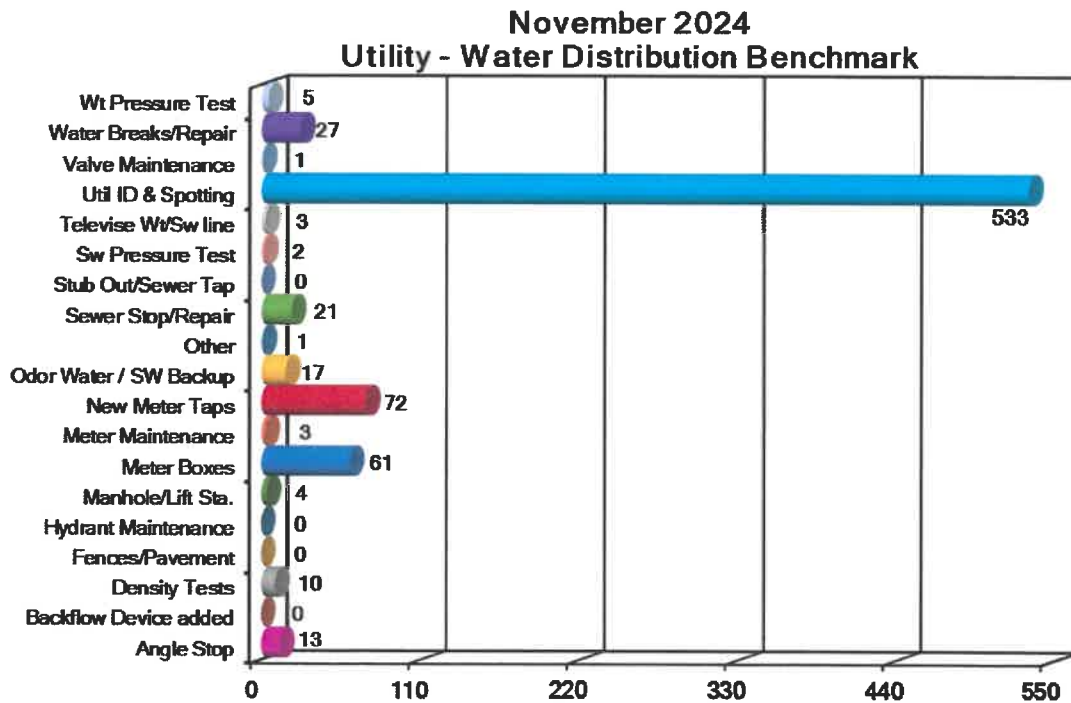


Water Distribution

Water Distribution - Maintenance Benchmark Summary

The following is Water Distribution's maintenance benchmark summary for November 2024.

Service Type	Oct	Nov	FYTD 24-25	FY 23-24
Angle Stop	4	13	17	155
Backflow Device	0	0	0	1
Density Tests	18	10	28	144
Fences/Pavement	0	0	0	0
Hydrant Maintenance	2	0	2	505
Manhole/Lift Station	1	4	5	76
Meter Boxes	22	61	83	711
Meter Maintenance	1	3	4	127
New Meter Taps	29	72	101	744
Odor Water	7	17	24	190
Other	0	1	1	232
Sewer Stop/Repair/Tap	9	21	30	150
Stub Out Sewer	0	0	0	10
Sewer Pressure Test	5	2	7	89
Televise Sewer line	6	3	9	28
Utility ID & Spotting	720	533	1,253	7,764
Valve Maintenance	1	1	2	27
Water Break/Repair	50	27	77	450
Water Pressure Test	11	5	16	36
Totals	886	773	1,659	11,439



Water Distribution - Utility Inspections Utility Inspectors, Mr. Lupe Vela and Mr. Carlos Fuentes, conducted inspections on thirty-four sites see below, performed 10 Density Tests, 7 Air Tests, 2 Mandrel Tests, 1 hydrostatic Test. Inspectors worked on 140 line locates.

	Site/Subdivision	Start Date	Completion Date	Location	Inspection Description
1	All Heart Church	3/2023		3 Mile / Shary	Under Construction
2	Anacua Village	7/2024		Mayberry / 8 th St.	Under Construction
3	Anzalduas Industrial Park PH 1	4/2024		Military / Bryan	Under Construction
4	Anzalduas Industrial Park PH 7	3/2024		Military / Bryan	Under Construction
5	Augusto Contreras	2/2023		Shary / Bus 83	Under Construction
6	Bentsen Grove	9/2022		Inspiration / 1 Mile South	Under Construction
7	Bentsen Palm PH III	1/2023		Inspiration / 1 Mile South	Under Construction
8	Bryan Landing	7/2024		Bryan / N. 2 Mile	Under Construction
9	Camelias Plaza	9/2023		FM 495 / Bryan	Under Construction
10	Cap Storage Victoria Drive, LLC	6/2023		Shary / Victoria	Under Construction
11	City of Mission W-A15, S Conway L.S.	7/2020		Trinity / Conway South	Under Construction
12	Coastal Plaza	11/2021		Expressway / Bryan Road	Under Construction
13	Cross Church	7/2023		Expressway / Glasscock	Under Construction
14	Crystal Estates	9/2023		Inspiration Rd / Esperanza	Under Construction
15	Deleon-Zamora	7/2024		4 Mile / Conway	Under Construction
16	El Milagro PH I	12/2022		Los Indios / Bryan	Under Construction
17	Excel Carriers	7/2023		3 Mile / La Homa	Under Construction
18	Granada Subdivision PH II	11/2024		Los Indios / Grand Canal Dr	Under Construction
19	Holland Terrace	7/2024		Holland / 25 th St.	Under Construction
20	Khit Chiropractic	7/2024		Bryan / Bus 83	Under Construction
21	Las Esperanzas	1/2023		Glasscock / Frontage 83	Under Construction
22	Las Misiones De San Jorge	9/2023		S Conway / Military	Under Construction
23	Lucksinger Apartments	9/2021		Lucksinger / Bus 83	Under Construction
24	Mayfair at Trinity	5/2024		Bryan / Trinity	Under Construction
25	Monarza Estates	9/2023		3 ½ N Mayberry	Under Construction
26	Retama Village VI	7/2024		Military / Schuerbach	Under Construction
27	Sendero Phase I	1/2023		1 Mile South	Under Construction
28	Sendero Phase II	2/2022		1 Mile South	Under Construction
29	Sharyland Bus Park PH I	3/2022		Anzalduas / Military	Under Construction
30	Shary Town Plaza	7/2023		Shary / 4 th St.	Under Construction
31	Springwood Manor Estates	6/2024		Stewart / School Lane	Under Construction
32	The Reserve at Taylor	4/2024		Taylor / FM 495	Under Construction
33	Tierra Dorada Lift Station	7/2024		Tierra Dorada	Under Construction
34	Turtle Cove	9/2023		Mile 3 / White Oak	Under Construction

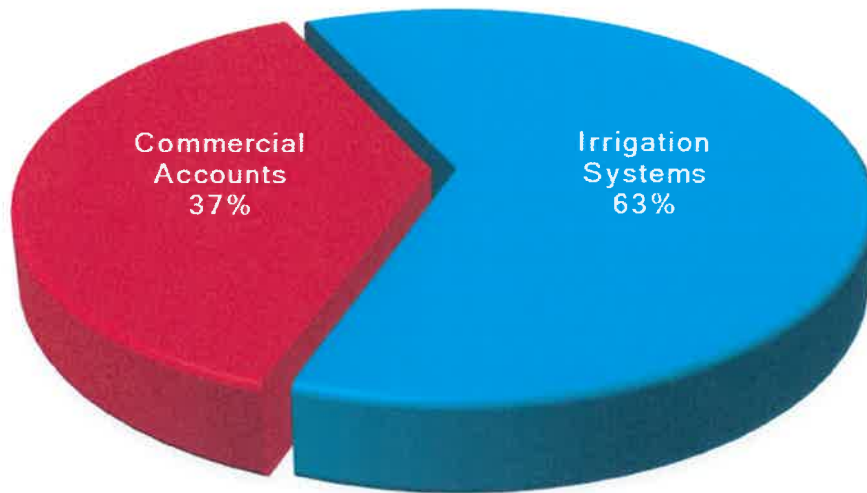
Water Distribution - Backflow Prevention Inspections

There were sixteen (16) Backflow Prevention Assembly Inspections that Mauro Anzaldua Jr. performed to keep our water lines free from back siphonages and water backflow contamination for November.

2024-25 Backflow Inspections

Tests / Surveys	Oct	Nov	FYTD 24-25	FY 23-24
Inspection of <i>Commercial</i> Accts	4	6	10	71
Inspection of <i>Sprinkler</i> Accts	16	10	26	137

November 2024 Backflow Prevention Inspections



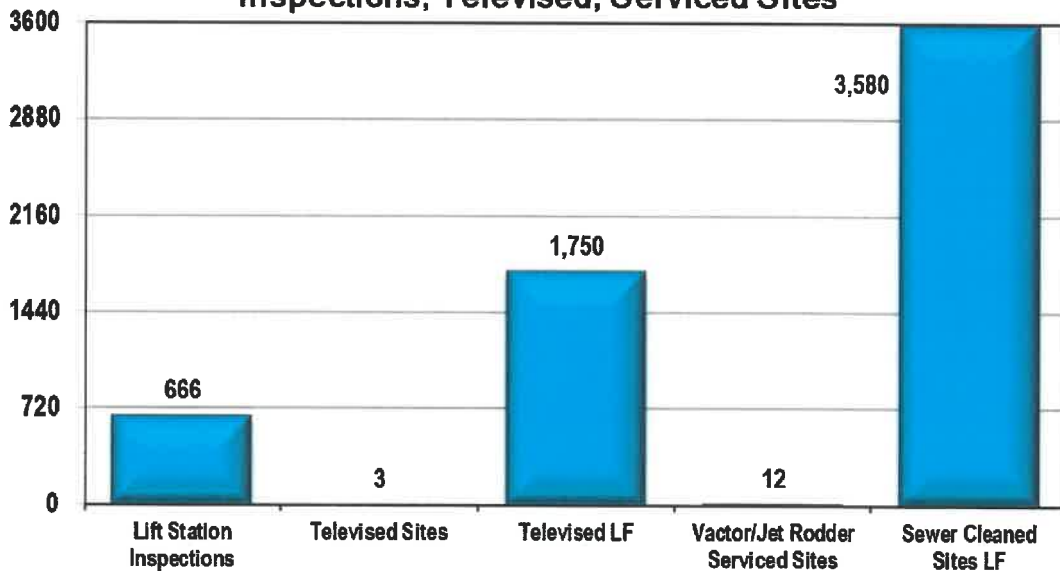
Water Distribution - Sewer Collection

Our Sewer Collection Crews inspected and maintained monthly the City’s 40 active Sewer Lift Stations and approximately 374.58 miles of sewer lines by responding to 16 sewer backups, 3 sewer line televised sites, cleaned 12 sewer line site (7 Vactor / 5 Jet Rodder) and 666 lift station work orders for this month.

Sewer Lift Station Inspections Vactor / Jet Rodder Cleaning Services

Service Type	Oct	Nov	FYTD 24-25	FY 23-24
Lift Stations Inspections	185	666	851	5889
Televised Sites	6	3	9	28
Televised Linear Feet (LF)	2387	1750	4137	15519
Vactor/Jet Rodder Serviced Sites	15	12	27	23
Vactor/Jet Rodder Serviced Linear Feet (LF)	2000	3580	5580	4428

November Sewer Collection Inspections, Televised, Serviced Sites



Water Treatment Plant

Water Production

Water Plant Operators at our North and South Water Treatment Plants treated 418.330 million gallons of water.

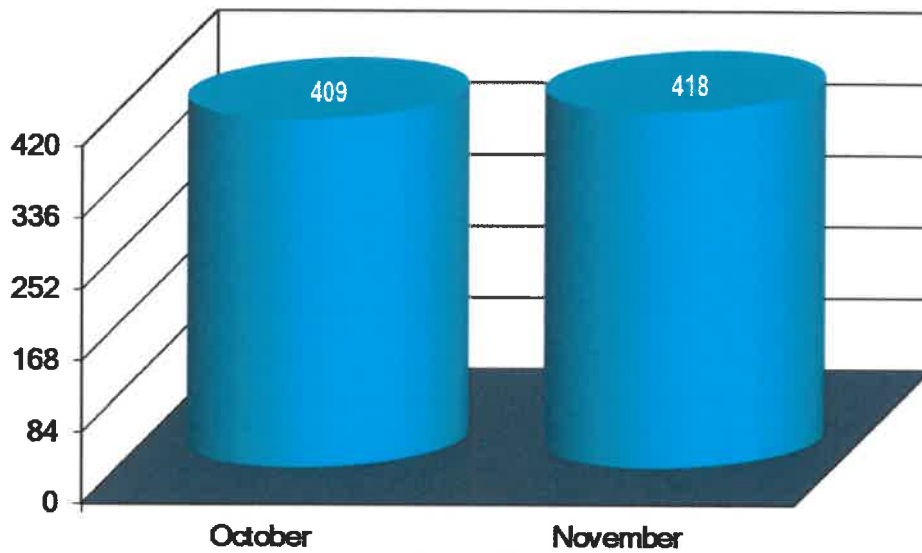
2024-25 Water Million Gallons (MG)

Avg	Max	Min	Oct	Nov	FYTD 24-25	FY 23-24
8	10	7	409	418	827	4,915

Parameters Exceeded: N/A

Rainfall: 0.00"

2024-25 Water Production Million Gallons (MG)



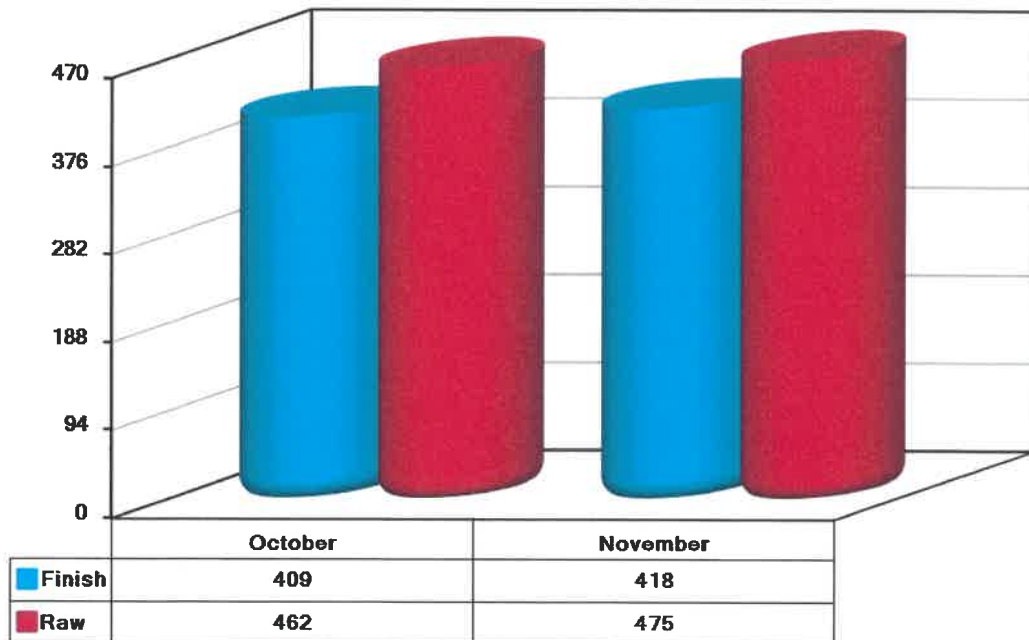
Operations and Maintenance - North Water Treatment Plant

- The International Dioxide Company (IDI) collected the monthly chlorite samples.
- Contractor repaired radiator for the Emergency Generator.
- Staff continued with performing maintenance on pumps and motors.
- Operators performed required daily and monthly water lab analysis, backwashed and cleaned required filters.
- COVID-19 safety practices continue based on the CDC Guidelines and staff are encouraged to wear masks and practice social distancing.
- Reviewed water quality lab results from the following certified laboratories:
 1. Ana-Lab (Chlorite, TOC, SUVA)
 2. Eurofins Eaton Analytical (Chlorite)

Operations and Maintenance - South Water Treatment Plant

- The International Dioxide Company (IDI) collected the monthly chlorite samples.
- Replaced two check valves with the assistance of the Water Distribution Staff.
- Operators continued with regular maintenance of pump and motors, as well as, kept up with mowing grass in the facilities and towers.
- Currently, as of December 5, 2024, the Falcon Reservoir water level is at 12.5% and the Amistad Reservoir water level is at 26.6%, respectively. The average of both water reservoir levels is at 19.55%.
- Operators performed daily and monthly water lab analysis, backwashed and cleaned required filters.
- Staff performed necessary Water Plant and Reservoir adjustments; such as water influent, water effluent, water levels and chemical adjustments.
- Staff maintained grass trimmed at two treatment plants, reservoirs and distribution Water Towers.
- Initiated preventive maintenance on equipment as deemed necessary and exercised Emergency Generators weekly.

**Water Treatment Plants
2024-25 Raw & Finish Water
Million Gals. (MG)**



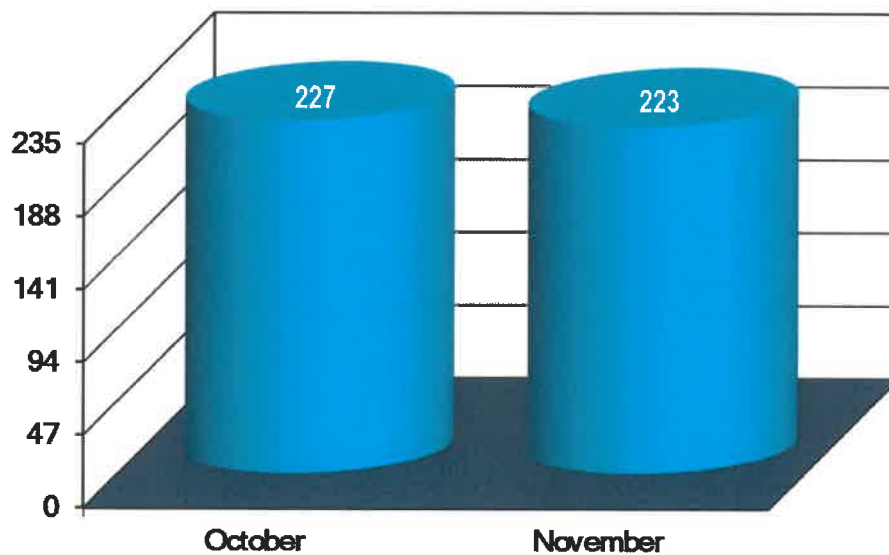
Wastewater Treatment Plant

Wastewater - Treatment Wastewater Plant staff treated 223.200 million gallons of Wastewater.

2024-25 Wastewater Million Gallons (MG)

Avg	Max	Min	Oct	Nov	FYTD 24-25	FY 23-24
7.4	8.0	6.4	227	223	450	2,719

2024-25 Treated Wastewater Million Gallons (MG)



Wastewater - Wastewater Plant Status Pending are the violations for November and there were no violations for October 2024. Plant operated at 55.08% capacity; Plant is rated at 13.5 mgd; and Plant Yearly Averaged 7.436 mgd. There was no rainfall.

Wastewater - Risk Management Program Wastewater Plant followed the suggested CDC Guidelines for COVID-19, as well as, all employees received Proper Protection Equipment when needed. All cleaning and disinfection are done by janitorial staff. Facilities Department checked all filters for all buildings with climate control systems and also checked equipment for fire hazard preparation. Staff was instructed to inform authorities if unauthorized personnel were in the Plant after hours.

Wastewater - Staff Developments Carlos Jasso and Wilson Santana have passed their first Wastewater Plant Operator Exams and have upgraded to TCEQ Level "D" License. Eric Hernandez, new Operator Trainee, has started his career at the Plant.

Wastewater - Facility Activities Supervisory Staff continues to support the team with training goals and best practices towards maintaining the Plant in compliance with TCEQ regulatory inspections. Other rehabilitation projects are on their way and are pending approvals. These projects will allow the Plant to continue to provide effective sewage treatment and environmental protection of water for the State of Texas.

Wastewater - General Maintenance Staff maintained grass trimmed, initiated preventive maintenance on equipment as deemed necessary; and (automatically) exercised two emergency generators once a week. The following repairs were completed in-house.

1. Odor control systems were monitored and adjusted to reduce malodorous emissions.
2. Operators continued routine cleaning of Clarifiers side walls to remove algae buildup.
3. Pumps at our Main Lift Station were exercised for better flow to our Screening System at head works.
4. Operators cleaned "Tea Cup" Grit System at head works on a weekly basis.

General Maintenance continued

5. Maintenance Crew worked on the Lift Station pumps and exercised all pumps at the Main Lift Station.
6. Maintenance Operators worked on thickener pump leaks, repairs and adjustments.
7. Operators worked on maintaining a proper level at the Pretreatment Pond.
8. Maintenance greased bearings on schedule.
9. Gate for holding tank number one was repaired and is now functioning.
10. Grounds keeping was done by all Operators.

Wastewater - Contract Work

City's Contracted out electricians worked on the following.

1. J&E worked on the RAS Pump No. 4 rotating assembly.
2. Hill-Tex work done at the Plant was as follows.
 - Worked on RAS Pump Motor No. 3.
 - Worked on South Wet Well for the new side of Lift Station, level sensor.
 - Worked on MCC room #1 for Lift Station, pumps 1-6.
 - Worked on disconnecting wires for Aeration Pond.
 - Worked on Lift Station Pump 6 control panel.

Wastewater - Other Contract Work

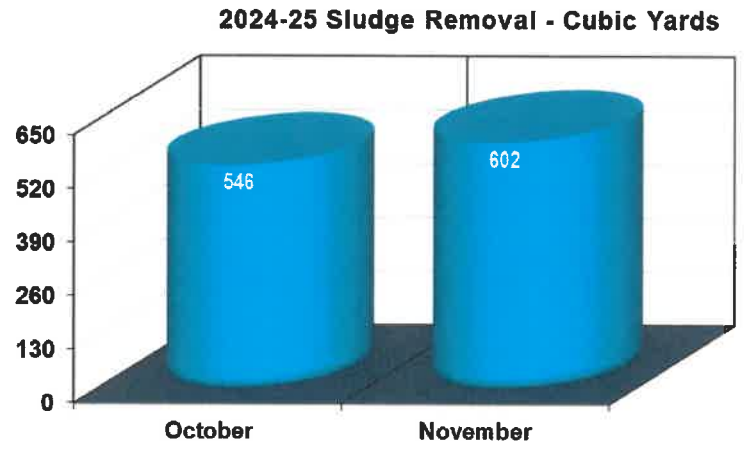
1. CB3 continued to provide the Plant with sludge and grit removal services.
2. Cintas continued to provide uniform services and entrance door mat replacements on a weekly basis.
3. Polydine continued to supply us with polymer totes for aiding in sludge de-watering at Belt Press System.
4. Facilities Department worked on the Plant's Administration building and air filter exchanges for Plant.

Wastewater - Lab Status All equipment and supplies met TCEQ standards for analysis and are concurrent with Standard Method procedures. ERA annual testing was completed and Lab passed all analysis categories. Reports were finalized and sent to TCEQ for annual compliance. Plant Supervisor continued using the EPA Discharge Monitoring Report federal reporting system to comply with TCEQ regulations; Plant is following all TCEQ rules and regulations. Plant is dedicated to the cleaning and disinfection of water and its reintroduction back to the environment.

Wastewater - Special Projects The Capital Improvement Projects include clarifier covers for UV Protection Industrial Pond Rehab, Digester Aeration Upgrade and other needed projects; Discussed the future improvements for redundancy at our Dewatering Sludge System (Belt Press). Clarifier Covers or equipment needed for algae removal is a project that the Plant is initializing; the removal of algae buildup at the clarifier walls and weirs; This treatment process gains a significant increase in disinfection. Equipment downstream of the Clarifier System is cleaner and decreases wear and tear of UV light bulbs and will eliminate man hours and reduces the risk of injury.

Pre-Treatment Four surface aerators and motors are operational. Clarifier at Pretreatment was cleaned up of debris on the surface. All industrial flows to the Plant continued to be accounted for by meter totalizers and truck tickets. The Lone Star Citrus Company transported 59 truckloads of 295,000 gallons of citrus wastewater to the Pretreatment System. Pretreatment flow of waste from Rio Grande Juice Company and MPI (Metal Plating Industry) is pending due to the meter is getting repaired. Total sludge hauled was 602 cubic yards equivalent to 43 roll off containers.

2024-25 Sludge Removal		
Month	Roll Offs	Cu/Yds
Oct	39	546
Nov	43	602
FYTD 24-25	82	1,148
FY 23-24	530	7,365



Street Division - Benchmark Summary

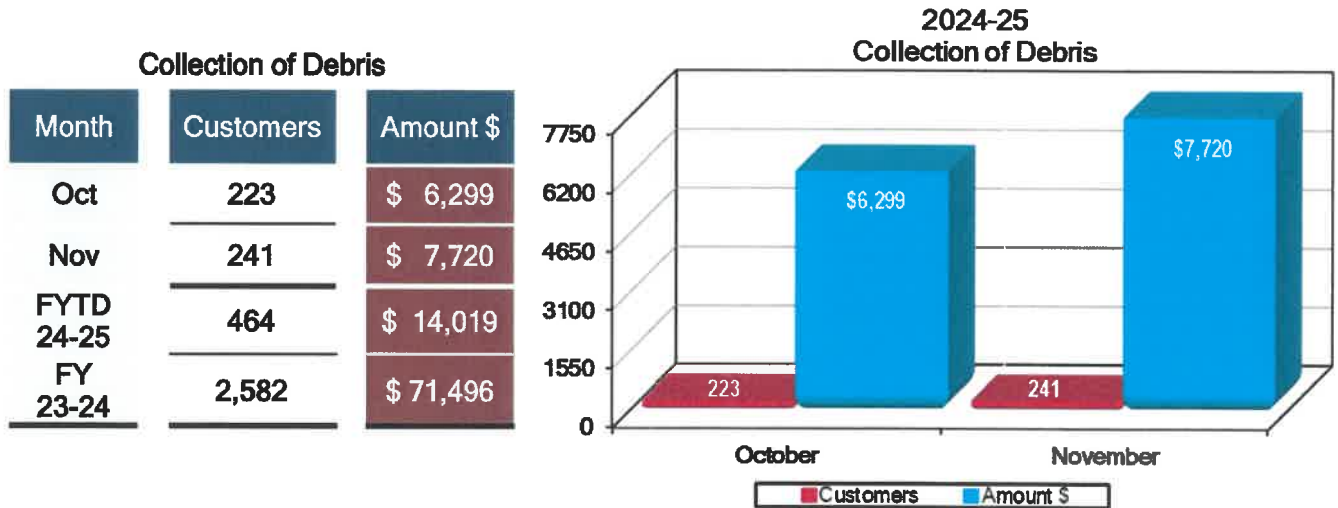
Our Street Crews patched approximately 785 potholes; placed a total of 48 signs, 28 poles (cemented); inspected and repaired 61 traffic lights and street lamps; 1,497 street miles was swept; removed 360 tires; one lot maintenance and street crews cleared right-of-way tree limb obstructions. There were 241 customers and a monetary Collection of Debris totaling \$7,720.

Street Improvement & Construction Projects

Project Name	Linear Feet	Construction % Completion	Current Status	Project Cost	Contractor
No Paving Projects					Street Department

Collection of Debris

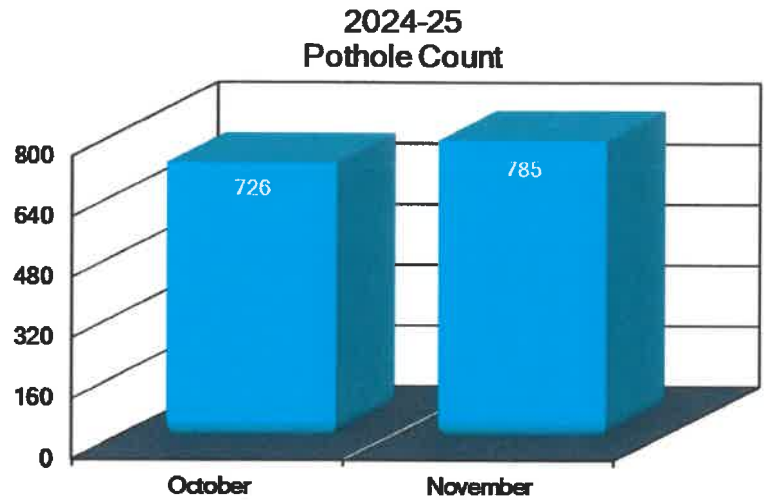
There were 241 customers with a collection of debris totaling \$ 7,720.



City Pothole Maintenance

Street Crews filled a total of 785 potholes.

Month	FYTD 23-24	FYTD 24-25
Oct	767	726
Nov	789	785
Totals	1,556	1,511



City Street Miles Swept

Mr. Torres, Mr. Gutierrez, Mr. Medina, Sweeper Operators, cleaned 1,497 street miles.

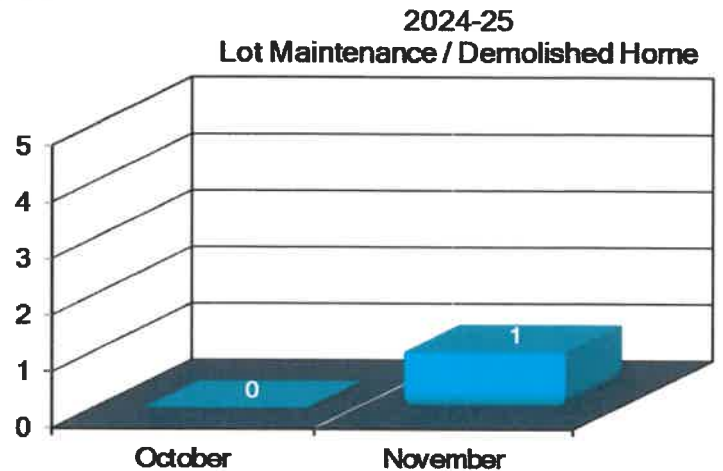
Month	FYTD 23-24	FYTD 24-25
Oct	1,048	1,662
Nov	837	1,497
Totals	1,885	3,159



Lot Maintenance / Demolished Home

There was one demolished home or lot maintenance.

Month	FYTD 23-24	FYTD 24-25
Oct	0	0
Nov	0	1
Totals	0	1

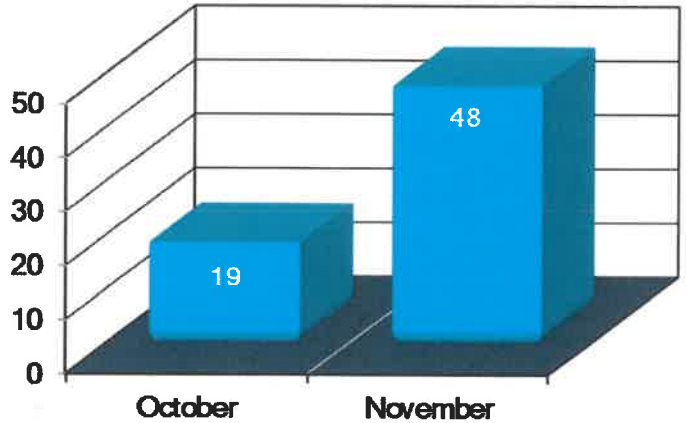


Sign Shop Output Measures Crews installed 48 signs (12 stop signs) and 28 cemented poles.

2024-25 Sign Installation

Month	FYTD 23-24	FYTD 24-25	Posts
Oct	33	19	11
Nov	24	48	28
Totals	57	67	39

2024-25 Sign Installations



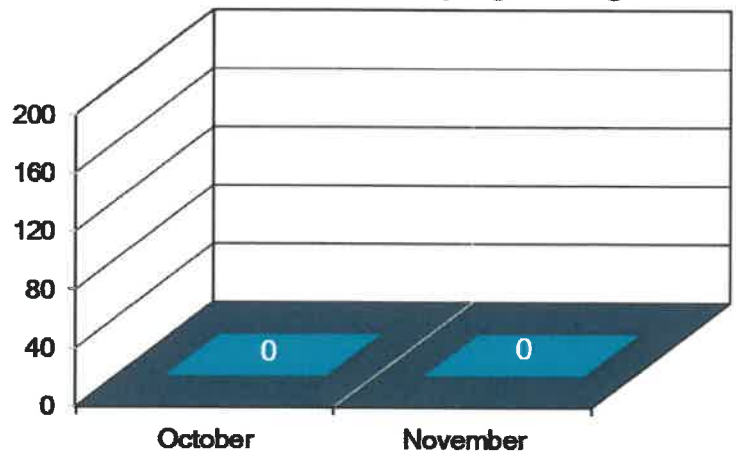
Street Light Maintenance

There were no Street Light inspections this month.

2024-25 Light Maintenance

Month	FYTD 23-24	FYTD 24-25
Oct	0	0
Nov	0	0
Totals	0	0

2024-25 Street & Expressway Light Outages



Traffic Signal Maintenance

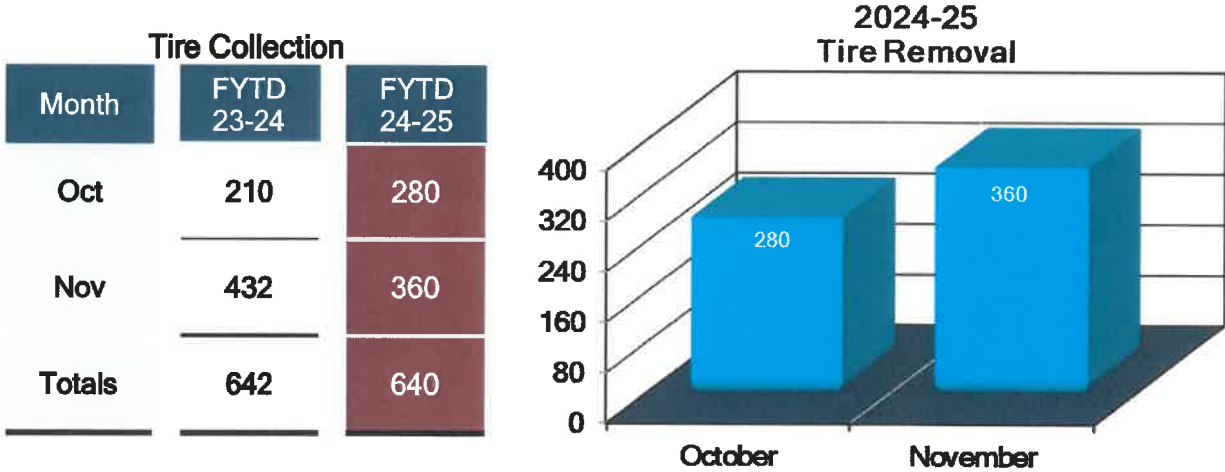
Assisted Water Distribution Department by closing road at 9th Street and Conway due to a broken water main.

Month	School Zone			Traffic Signals Light Changes							
	Light Bulb Replacement	Re-set Controller	School Maint	Green	Red	Amber	Walk / Don't Walk	Trouble shoot Controller	Reg Maint	Misc	Total
Oct	0	0	8	1	1	0	0	6	37	45	98
Nov	0	0	0	2	0	2	1	5	28	23	61
24-25	0	0	8	3	1	2	1	11	65	68	159
23-24	19	43	146	14	14	15	29	60	365	459	1164

Storm Drainage Street Crews cleared debris from storm drains and ditches throughout the City.

City Crew Collect Debris Our Alley Crew cleaned alleyways and averaged 5 trailer loads daily and mowed an average of 2 miles of alleyway.

Tire Removal Our Streets Crew removed 360 tires from the City this month.



2024-25 Fleet Maintenance & Cost Summary

Charge Code	Work Orders	Preventive Maintenance	Cost \$
Oil Changes / PM	52	52	\$ 14,800
Repairs	12	0	\$ 21,100
November	64	52	\$ 35,900
FYTD 24-25	152	122	\$ 78,900
FY 23-24	1,012	717	\$ 492,800

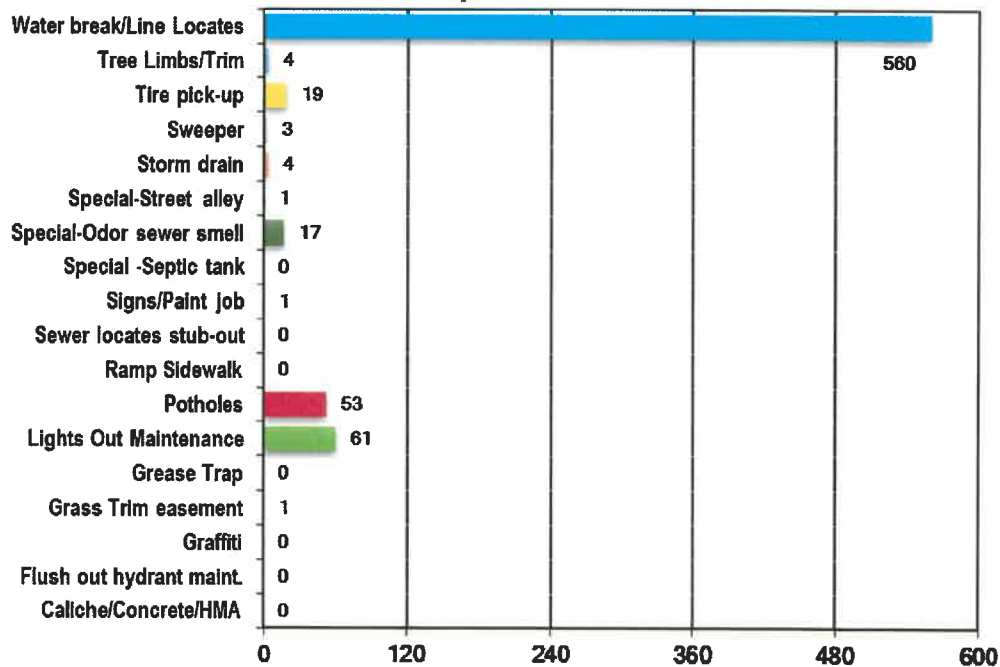
2024-25 Fleet Work Order Benchmark



Administration Request for Service Calls

Service Type	Oct	Nov	FYTD 24-25	FY 23-24
Caliche/Concrete/HMA	0	0	0	8
Flush Hydrant Maintenance	2	0	2	505
Graffiti	0	0	0	0
Grass Trim easement	9	1	10	115
Grease Trap	0	0	0	0
Lights Out Maintenance	90	61	151	1,164
Potholes	121	53	174	592
Ramp Sidewalk	1	0	1	11
Sewer locates stub-out	0	0	0	9
Signs/Paint job	6	1	7	43
Special -septic tank	0	0	0	0
Special-Odor smell	7	17	24	189
Special-Street alley	9	1	10	75
Storm drain	8	4	12	79
Sweeper	11	3	14	109
Tire pick-up	0	19	19	62
Tree Limbs/Trim	19	4	23	204
Water break/Line locates	770	560	1,330	8,214
Total	1,053	724	1,777	11,379

November 2024 Request for Service Calls

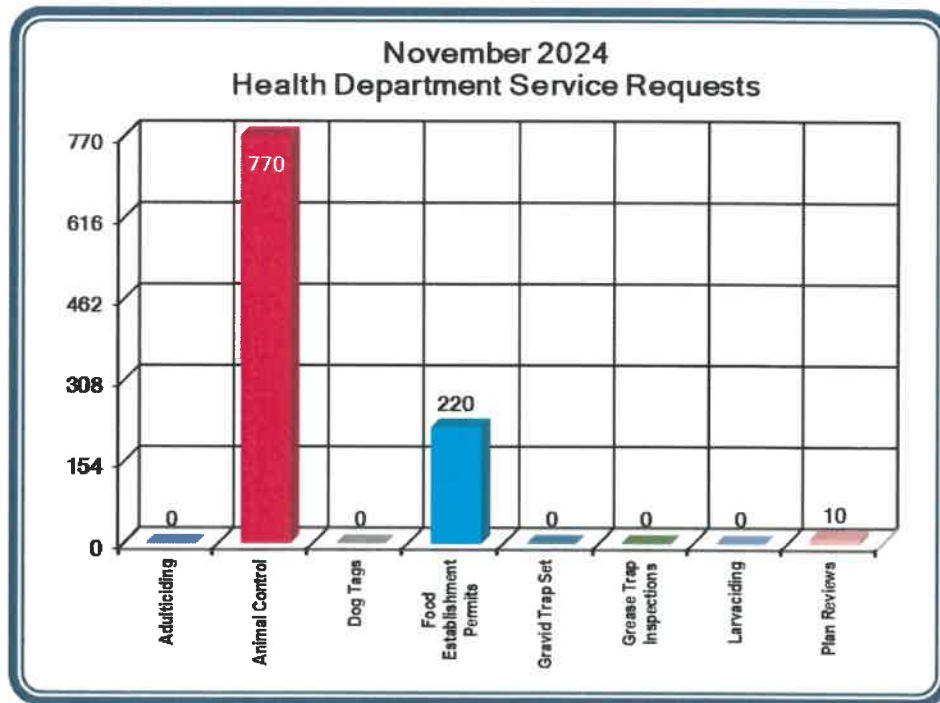


Health Department

Health Department Benchmark Summary

Following are the services provided by the Health Department for November 2024.

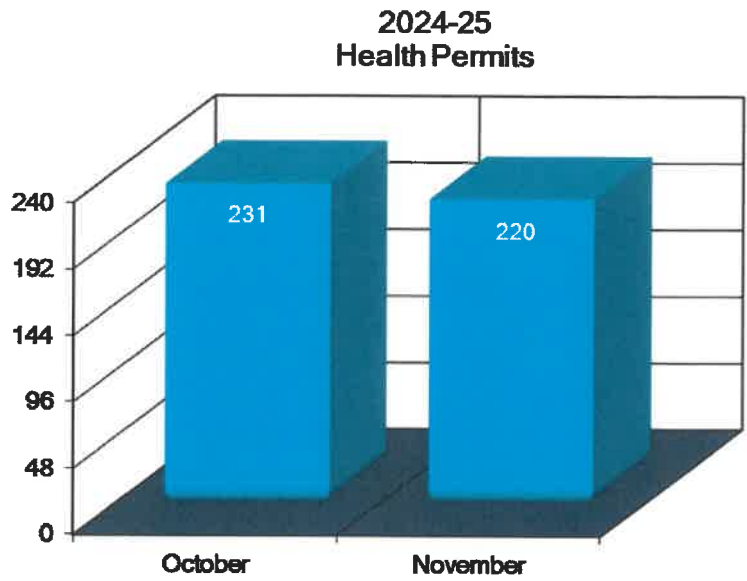
Service Type	Oct	Nov	FYTD 24-25	FY 23-24
Adulthooding	0	0	0	123
Animal Control	970	770	1,740	9,269
Dog Tags	0	0	0	33
Food Est. Permits	231	220	451	1,054
Gravid Trap Set	0	0	0	0
Grease Trap Inspections	0	0	0	0
Larvaciding	0	0	0	12
Plan Reviews	7	10	17	87
Total	1,208	1,000	2,208	10,578



Health Permits

A total of 220 Food Establishment permits were issued this month.

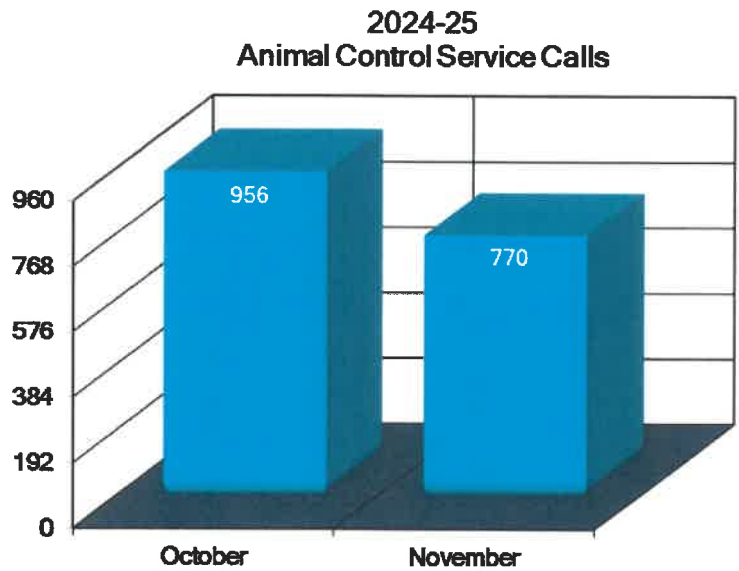
Food Establishment Permits		
Month	FY 23-24	FY 24-25
Oct	114	231
Nov	66	220
Totals	180	451



Animal Control Service Calls

Citizens called (770 calls) regarding Animal Control concerns.

Animal Control Calls		
Month	FYTD 23-24	FY 24-25
Oct	756	970
Nov	560	770
Totals	1,316	1,740



Health Department Animal Control

Our City's Animal Wellness Officers, Daniel, Ivan and Jesus reported the following Animal Control for November. The staff from Alton and Palmview did not report for November. There were 181 requests for service orders completed by City staff this month.

Dogs

CITY	Stray	Bite Case	Seized	D.O.A.	Owner Surrender	Escape, Lost, Etc.	Nov	FY 24-25
Mission	68	13	0	26	0	1	108	200
Alton	0	0	0	0	0	0	0	1
Palmview	0	0	0	0	0	0	0	0
Nov	68	13	0	26	0	1	108	
FY 24-25	143	17	0	40	0	1		201
FY 23-24	1067	86	7	173	61	0		1048

Cats

CITY	Stray	Bite Case	Seized	D.O.A.	Owner Surrender	Escape, Lost, Etc.	Nov	FY 24-25
Mission	23	3	0	30	0	0	56	148
Alton	0	0	0	0	0	0	0	0
Palmview	0	0	0	0	0	0	0	0
Nov	23	3	0	30	0	0	56	
FY 24-25	90	3	0	55	0	0		148
FY 23-24	799	5	3	253	8	0		1068

Wildlife

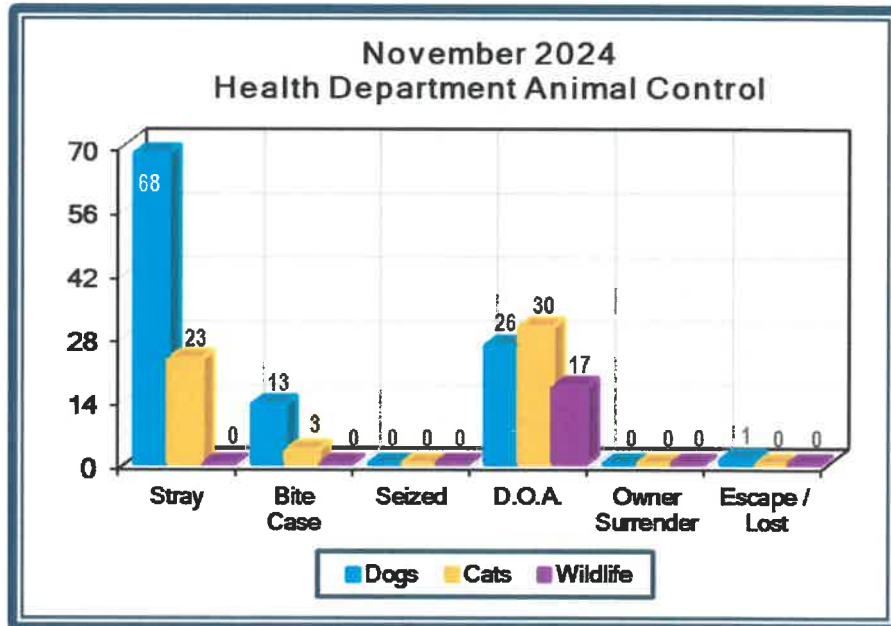
CITY	Stray	Bite Case	Seized	D.O.A.	Owner Surrender	Escape, Lost, Etc.	Nov	FY 24-25
Mission	0	0	0	17	0	0	17	28
Alton	0	0	0	0	0	0	0	0
Palmview	0	0	0	0	0	0	0	0
Nov	0	0	0	17	0	0	17	
FY 24-25	0	0	0	28	0	0		28
FY 23-24	23	0	0	128	3	0		166

Health Department Animal Control Summary

Below is our Health Department Animal Control Shelter fiscal year summary of dogs, cats, and wildlife.

November 2024 Health Department Animal Control

Animal Type	Stray	Bite Case	Seized	D.O.A.	Owner Surrender	Escape / Lost	Nov	FY 24-25
Dogs	68	13	0	26	0	1	108	201
Cats	23	3	0	30	0	0	56	148
Wildlife	0	0	0	17	0	0	17	28
Nov	91	16	0	73	0	1	181	
FY 24-25	233	20	0	123	0	1		377
FY 23-24	1,889	91	10	569	69	0		2,628





Information Technology

Departmental Report November 2024

Information Technology Department Overview

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

Equip new and existing units with new Technology

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

Multifactor Authentication

Purchase and configure Multi Factor Authentication to strengthen security posture. VPN MFA has been implemented and currently working on Email MFA. Estimated Completion end of January 2024

Work Orders

IT goal is to close tickets within 24 hours. Priority work orders are worked on first. 147 Work orders closed November 2024.

Windows 10 End of life

Windows 10 is reaching its end of life. All city computers need to be upgraded to windows 11. About 99% Complete.

Tyler Data Archive

Legacy public safety RMS servers and application are end of life. Data needs to be migrated to the hosted Tyler solution. Testing Phase. Estimated completion end of January 2025

Firewall

Replace current firewall. Complete

PD End of Life Computers

Replace all end of life computers at PD. Purchase in progress.

Replace Endpoint and Email Security

Migrate Cisco Endpoint and Barracuda email security to Office 365 platform. Implementation in progress. Estimated completion end of December.



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 November

November - 2024	Double Depth	Standard	Columnar	In-Ground	Scatter Garden	Memorial Garden	Total
Veterans		3	4	3			10
Spouses	2	1	7	1			11
Family Members							0
Total	2	4	11	4	0	0	21

Rio Grande Valley State Veterans Cemetery - Plot Availability and Utilization Report							
	Total Plots	Plots Utilized	Plots Available	% Utilized	% Available		
Estimate of Total Plots Planned for RGV SVC	25,090	4,100	20,990	16.34%	83.66%		
RGV SVC - Total Plots in Developed Areas	9,255	4,100	5,155	44.30%	55.70%		
RGV SVC - Availability of Casketed Burial Option in Developed Areas							
	Total Plots	Plots Utilized	Plots Available	% Utilized	% Available		
RGV SVC - Availability of Casketed Burial Option in Developed Areas	4,430	2,361	2,069	53.30%	46.70%		
RGV SVC - Availability of Cremation Burial Option in Developed Areas							
	Total Plots	Plots Utilized	Plots Available	% Utilized	% Available		
RGV SVC - Availability of Cremation Burial Option in Developed Areas	3,825	1,699	2,126	44.42%	55.58%		
RGV SVC - Availability of Memorial Plot Option in Developed Areas							
	Total Plots	Plots Utilized	Plots Available	% Utilized	% Available		
RGV SVC - Availability of Memorial Plot Option in Developed Areas	1,000	40	960	4.00%	96.00%		



RGV State Veterans Cemetery

2520 South Inspiration Road • Mission, Texas 78572

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



Events and Ceremonies Information:
Veterans Day, November 11, 2024@ 9am

Upcoming Events:
Wreath Laying Ceremony December 16, 2024 @ 9am



RGV State Veterans Cemetery

2520 South Inspiration Road • Mission, Texas 78572

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



Completed Projects:

- Irrigation Audit for September 2024 completed
- Removal of 80% non-usable equipment 11/24/2023
- 2020 File Migration Completed- pending VLB direction
- 2021 File Migration Completed- pending VLB direction
- Headstone Alignment device being maintenance Compl.
- Completed Section 34-Realignment & Resetting
- Cemetery met at top 20% nationwide in NCA goals
- CSR in training for 180 days-Training Plan (position Open)
- Nov. 11-Veterans Day event (150 people in attendance)

Ongoing Projects Pending- VLB OAR- Funded:

- Compressor replacement (VLB OAR pending approval)
- Power washing areas with mold with the cemetery
- Maintenance Tech II in training for 180 days-Training Plan
- Maintenance Tech in training for 180 days-Training Plan
- Working on Section 33-Realignment & Resetting
- Winterization Plan Pending approval City of Mission

Ongoing Projects Pending:

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

VLB Funded (In-Progress)

- Re-alignment on 1,000 Flat Marker/ Headstone
- 100% Eligibility Review

VLB Funded (Pending)

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

VLB Funded (Approved)

- Bobcat Tool Cat UWS6 - 2
- New Privacy Fence Slats Start date 8/2024
- Electrical Services for Garrison Flag and offices 8/24
- 2024-2025 Budget Approval
- Tools and tool box- Maco Tools \$7000 DIs

VLB Funded (Received)

- Water fountain for water bottles installed 9/6/2024
- Sweeper for Tool Cat VLB 9/10/2024
- Compressor replaced and installed 11/2024
- 2 Hustler Mowers 11/2024
- 1UTV 11/2024

VA Grant Applications Pending:

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

MISSION HISTORICAL MUSEUM

Departmental Report November 2024

"It's a side of museums that many people don't see and sometimes don't understand when they see it in your budget. It's something that happens out of the way and it's not flashy but we're ensuring the long-term health of the cultural legacy of the area."



PERFORMANCE INDICATORS:

Performance Indicators	October	November
General Attendance	101	270
Programs	13	750
Tours	23	0
Social Media	10,100	7000
Outreach	0	0
Meetings Hosted	7	0
Total:	10,244	8,020

(# of people served November 1– November 30)

Public and Educational Programs/Events

Past Programs/Events:

- November 2 Dia de los Muertos Folklife Festival
- November 9 MHM Lecture Series (cancelled due to parade)

Upcoming Programs/Events:

- December 14 MHM Lecture Series
- December Christmas Craft Day

Other Items:

- Ongoing History of Mission Loteria (Student Intern Project)
- Ongoing Development of Book Review Program
- Ongoing Epidemic Exhibit (Seeking Funding)
- Ongoing New Database CatalogIt (On Waitlist)
- Ongoing Moorefield Exhibit
- Ongoing Ramirez Collection-Archiving(Completed)

MEMORANDUM

TO: MIKE PEREZ, CITY MANAGER
FROM: SUSANA DE LUNA, INTERIM PLANNING DIRECTOR
DATE: NOVEMBER 1, 2024
SUBJ: MONTHLY REPORT OCTOBER 2024

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

OCTOBER 2024

REZONINGS:	6
CONDITIONAL USE PERMIT:	3
HOMESTEAD APPROVALS:	0
SUBDIVISIONS:	2
SINGLE LOT VARIANCES:	1
VARIANCES (ZBA):	9
SITE PLAN APPROVALS:	0
OTHER P&Z REQUESTS:	0

MEMORANDUM

TO: MIKE PEREZ, CITY MANAGER
FROM: SUSANA DE LUNA, PLANNING DIRECTOR
DATE: DECEMBER 6, 2024
SUBJ: MONTHLY REPORT NOVEMBER 2024

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

NOVEMBER 2024

REZONINGS: 2

CONDITIONAL USE PERMIT: 10

HOMESTEAD APPROVALS: 0

SUBDIVISIONS: 1

SINGLE LOT VARIANCES: 2

VARIANCES (ZBA): 8

SITE PLAN APPROVALS: 0

OTHER P&Z REQUESTS: 1

**Building Permit and Inspections
Activity Report for
The Month of October 2024**

Total # of Building Permits	Building Permit Value	Building Permit Fee	Types of Building Permits
32	\$5,927,815.00	\$11,806.90	New Dwelling
1	\$399,160.00	\$1,566.88	Commercial
			Assembly
			Apartments
			Warehouse
			Move Out Houses/Move Within
			Move In Houses
3	\$6,500.00	\$315.00	Move in Mobile Homes
			Schools
5	\$129,000.00	\$1,575.00	Swimming Pools
4	\$12,086.00	\$111.20	Sheds
2	\$15,800.00	\$130.00	Signs
7	\$138,100.00	\$379.20	Fence
			Tower
			Gas Tanks Pumps
1	\$1,500.00	\$55.00	Demolition
			Water Well/Recreation Const.
55	\$11,663,497.00	\$32,214.57	Totals

Additions / Remodeling			
27	\$699,266.40	\$2,748.18	Residential Buildings
14	\$1,386,849.00	\$10,152.50	Commercial Buildings
			Apartment Buildings
			Assembly Buildings
			School Buildings
			Awnings/Decks
6	\$12,825.00	\$504.60	Carports/Concrete
6	\$22,875.00	\$119.80	Porches/Driveways/Sidewalks
2	\$70,000.00	\$138.85	Garages/Canopies
			Hobby Shops
55	\$2,191,815.40	\$13,663.93	Totals

Total Building Permits	110
Total Building Valuation	\$13,855,312.40
Total Building Permit Fees	\$45,878.50

Prepared By: Rachel Alvarez
Date: 11/1/2024

I. Permits Issued

A. Building

Number	110
Value	<u>\$13,855,312.40</u>
Permit Fees	<u>\$45,878.50</u>

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

Number	168
Permit Fees	<u>\$20,991.00</u>

C. Mechanical

Number	54
Value	<u>\$351,003.00</u>
Permit Fees	<u>\$5,076.00</u>

D. Plumbing, Gas & Sprinkler System

Number	103
Permit Fees	<u>\$10,276.50</u>

TOTALS

Total Permits Issued	435
Total Valuation	<u>\$14,206,315.40</u>
Total Permit Fees	<u>\$82,222.00</u>

II. Number of Inspections Conducted

759

III. Other Fees

A. Business License Application	
Number	29
Permit Fees	<u>\$1,400.00</u>
B. Garage Sale Permits	
Number	461
Permit Fees	<u>\$4,755.00</u>
C. Health Cards	
Number	0
Permit Fees	<u>\$0.00</u>
D. Builder Registration	
Number	20
Permit Fees	<u>\$2,025.00</u>
E. Electrician Registration	
Number	0
Permit Fees	<u>\$0.00</u>
F. Plumbing Registration	
Number	0
Permit Fees	<u>\$0.00</u>
G. Mechanical Registration	
Number	2
Permit Fees	<u>\$200.00</u>
H. House Inspections	
Number	6
Permit Fees	<u>\$600.00</u>
I. Planning & Zoning Applications	
Number	32
Permit Fees	<u>\$7,900.00</u>

**Building Permit and Inspections
Activity Report for
The Month of November 2024**

Total # of Building Permits	Building Permit Value	Building Permit Fee	Types of Building Permits
18	\$3,995,035.00	\$7,745.43	New Dwelling
2	\$737,500.00	\$4,103.58	Commercial
13	\$3,930,000.00	\$15,571.11	Assembly
			Apartments
			Warehouse
2	\$42,000.00	\$210.00	Move Out Houses/Move Within
9	\$9.00	\$945.00	Move In Houses
			Move in Mobile Homes
4	\$140,000.00	\$1,220.00	Schools
4	\$18,155.00	\$0.00	Swimming Pools
3	\$45,100.00	\$325.00	Sheds
7	\$11,575.00	\$0.00	Signs
			Fence
			Tower
			Gas Tanks Pumps
			Demolition
			Water Well/Recreation Const.
62	\$8,919,374.00	\$30,120.12	Totals

Additions / Remodeling			
44	\$887,520.00	\$6,000.73	Residential Buildings
9	\$662,740.87	\$3,378.06	Commercial Buildings
1	\$35,000.00	\$30.00	Apartment Buildings
			Assembly Buildings
3	\$7,580.00	\$140.40	School Buildings
12	\$29,499.00	\$1,022.84	Awnings/Decks
10	\$42,749.00	\$297.20	Carports/Concrete
3	\$91,400.00	\$285.45	Porches/Driveways/Sidewalks
			Garages/Canopies
			Hobby Shops
82	\$1,756,488.87	\$11,154.68	Totals

Total Building Permits	144
Total Building Valuation	\$10,675,853.87
Total Building Permit Fees	\$41,274.80

Prepared By: Rachel Alvarez
Date: 12/2/2024

Page 2
 Monthly Report for November 2024

I. Permits Issued

A. Building

Number	144
Value	<u>\$10,675,853.87</u>
Permit Fees	<u>\$41,274.80</u>

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

Number	129
Permit Fees	<u>\$14,608.00</u>

C. Mechanical

Number	45
Value	<u>\$562,626.00</u>
Permit Fees	<u>\$5,156.50</u>

D. Plumbing, Gas & Sprinkler System

Number	60
Permit Fees	<u>\$6,046.00</u>

TOTALS

Total Permits Issued	378
Total Valuation	<u>\$11,238,479.87</u>
Total Permit Fees	<u>\$67,085.30</u>

II. Number of Inspections Conducted

547

III. Other Fees

A. Business License Application

Number	20
Permit Fees	<u>\$1,000.00</u>

B. Garage Sale Permits

Number	398
Permit Fees	<u>\$4,230.00</u>

C. Health Cards

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

D. Builder Registration

Number	15
Permit Fees	<u>\$1,325.00</u>

E. Electrician Registration

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

F. Plumbing Registration

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

G. Mechanical Registration

Number	<u> </u>
Permit Fees	<u> </u>

H. House Inspections

Number	<u> </u>
Permit Fees	<u> </u>

I. Planning & Zoning Applications

Number	26
Permit Fees	<u>\$6,350.00</u>



CODE ENFORCEMENT
MONTHLY REPORT
OCTOBER 2024

COMPLAINTS RECEIVED	119
WEEDY LOT LETTERS	58
PROPERTIES SENT TO MOWER'S LIST	58
PROPERTIES MOWED	32
SIGNS	99
JUNKED VEHICLES/ BOATS	1
CONSTRUCTION W/OUT PERMIT/SETBACKS	27
HEALTH & SANITATION/STAGNANT WATER	29
HOME OCCUPATION	0
SIGHT OBSTRUCTION/SIDEWALKS/RIGHT OF WAY/DRIVEWAYS	1
UNSAFE/UNSECURED BUILDING	4
DOUBLE OCCUPANCY/HOOKED RV	0
ILLEGAL DUMPING	0
NON RESIDENTIAL PARKING/SEMI-TRUCKS	1
NO BUSINESS LICENSE/CUP REQ'D/NO GARAGE SALE PERMITS	11
STORAGE OF VEHICLES/BOATS/TRAILERS	2
DEMOLITION FOR UNSAFE BUILDINGS	0
PARKING LOT MAINTENANCE/POTHOLES/LIGHTING/LANDSCAPING	1
IPMC VIOLATIONS	10
P&Z ZONING VIOLATIONS/SUBDIVISION	0
PARKING ON LAWN	16
CASES FILED IN COURT	72
CASES SEEN IN COURT	100
CASES CLOSED	82
CALL-IN'S	68
WALK-IN'S	7
311-COMPLAINTS	19
INTERNAL COMPLAINTS/E-MAILS	25



CODE ENFORCEMENT
MONTHLY REPORT
NOVEMBER 2024

COMPLAINTS RECEIVED	57
WEEDY LOT LETTERS	19
PROPERTIES SENT TO MOWER'S LIST	18
PROPERTIES MOWED	28
SIGNS	135
JUNKED VEHICLES/ BOATS	4
CONSTRUCTION W/OUT PERMIT/SETBACKS	29
HEALTH & SANITATION/STAGNANT WATER	14
HOME OCCUPATION	1
SIGHT OBSTRUCTION/SIDEWALKS/RIGHT OF WAY/DRIVEWAYS	0
UNSAFE/UNSECURED BUILDING	4
DOUBLE OCCUPANCY/HOOKED RV	0
ILLEGAL DUMPING	0
NON RESIDENTIAL PARKING/SEMI-TRUCKS	0
NO BUSINESS LICENSE/CUP REQ'D/NO GARAGE SALE PERMITS	0
STORAGE OF VEHICLES/BOATS/TRAILERS	0
DEMOLITION FOR UNSAFE BUILDINGS	0
PARKING LOT MAINTENANCE/POTHOLES/LIGHTING/LANDSCAPING	31
IPMC VIOLATIONS	4
P&Z ZONING VIOLATIONS/SUBDIVISION	0
PARKING ON LAWN	3
CASES FILED IN COURT	32
CASES SEEN IN COURT	64
CASES CLOSED	104
CALL-IN'S	33
WALK-IN'S	4
311-COMPLAINTS	14
INTERNAL COMPLAINTS/E-MAILS	6



**BOYS & GIRLS CLUB
OF MISSION**

**Directors Report
November 2024**

• **Programs**

- BGCM After school program continues through December '24
- After School Program Members

Unit	2023	2024
Main	40	91
Leal	33	47
CWV	23	32

- BGCM continued After School Meal Program with Mission CISD where over 80 meals are provided to our members daily.

• **Athletics**

- BGCM began basketball leagues and is expecting 570 participants. League will run through December 19th.

Basketball Registrants

2022	2023	2024
434	560	556

- BGCM began baseball registration. Registration runs through December 20th with over 400 participants expected. Games will begin February 3rd.

• **General**

- BGCMission completed remediation for areas of need identified by BGCA Safety Assessment including more thorough background checks for staff and volunteers, updated policies, staff trainings.
- Average Daily Participation(ADP) at BGCMission including programs and athletics for the month of November was over 400.
- BGCMission was awarded a \$20,000 scholarship by Unilever Products and HEB stores. Award is to be used for general program operations.

Mission Police Department



Monthly Report November 2024



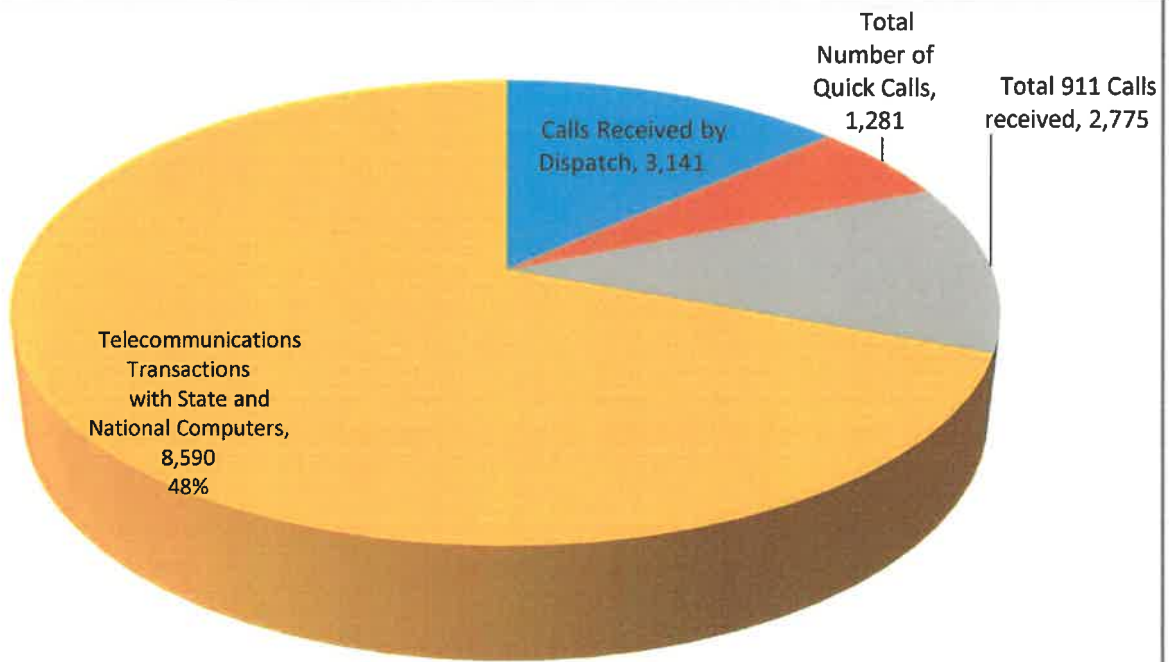
Mission Police Department

Monthly Report for November 2024



Communications Division

	Oct 24	FY 24-25 YTD
Calls Received by Dispatch	3,141	3,141
Total Number of Quick Calls	1,281	1,281
Total 911 Calls received	2,775	2,775
Telecommunications Transactions with State and National Computers	16,284	16,284





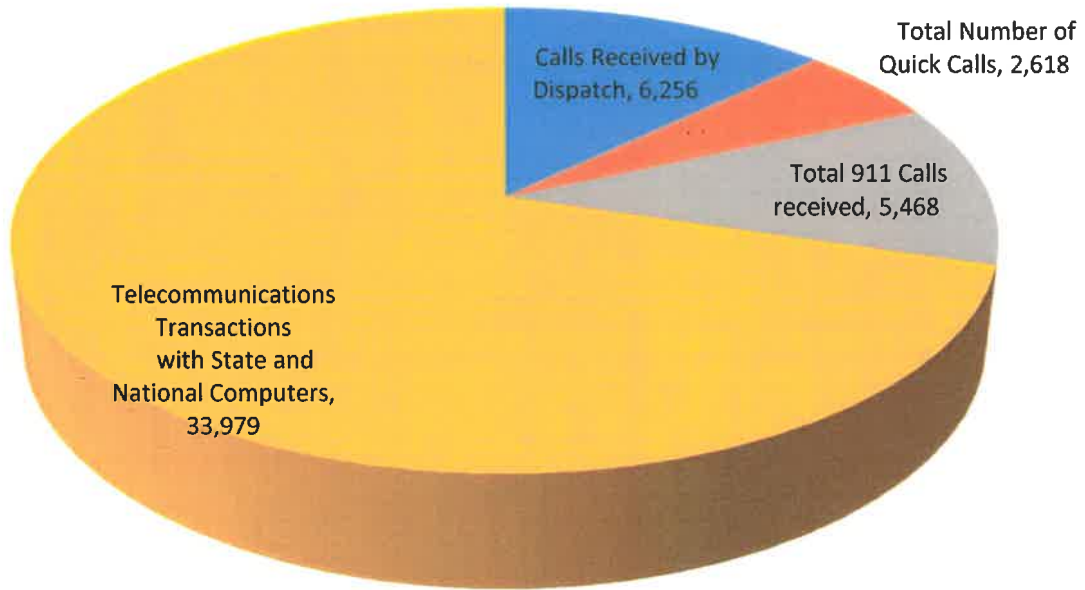
Mission Police Department

Monthly Report for November 2024



Communications Division

	Nov 24	FY 24-25 YTD
Calls Received by Dispatch	3,115	6,256
Total Number of Quick Calls	1,337	2,618
Total 911 Calls received	2,693	5,468
Telecommunications Transactions with State and National Computers	17,695	33,979



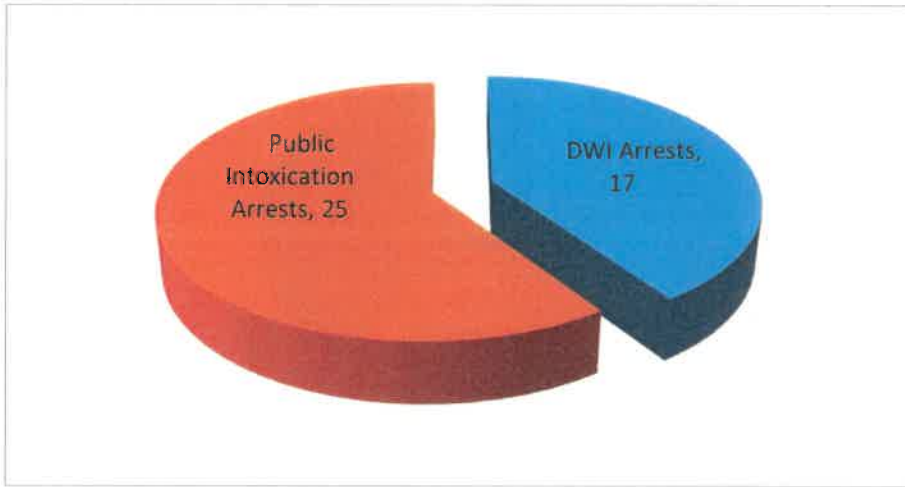


Mission Police Department Monthly Report for November 2024



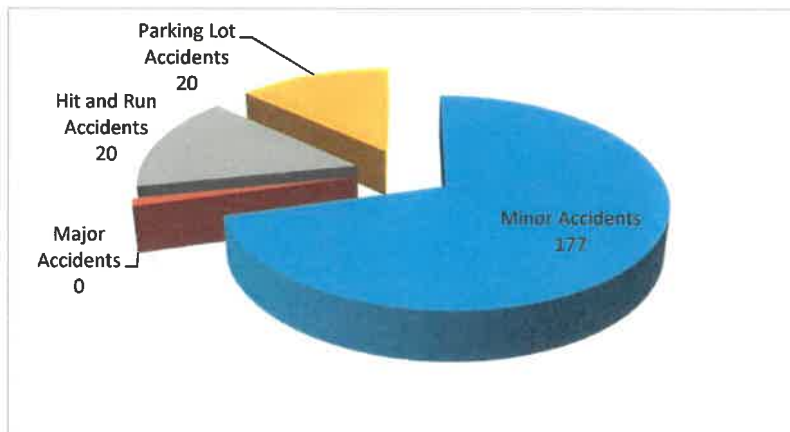
Patrol Division

	<u>Oct 24</u>	<u>FY 24-25 YTD</u>
DWI Arrests	17	17
Public Intoxication Arrests	25	25



Traffic Division

	<u>Oct 24</u>	<u>FY 24-25 YTD</u>
Minor Accidents	192	192
Major Accidents	3	3
Hit and Run Accidents	41	41
Parking Lot Accidents	36	36





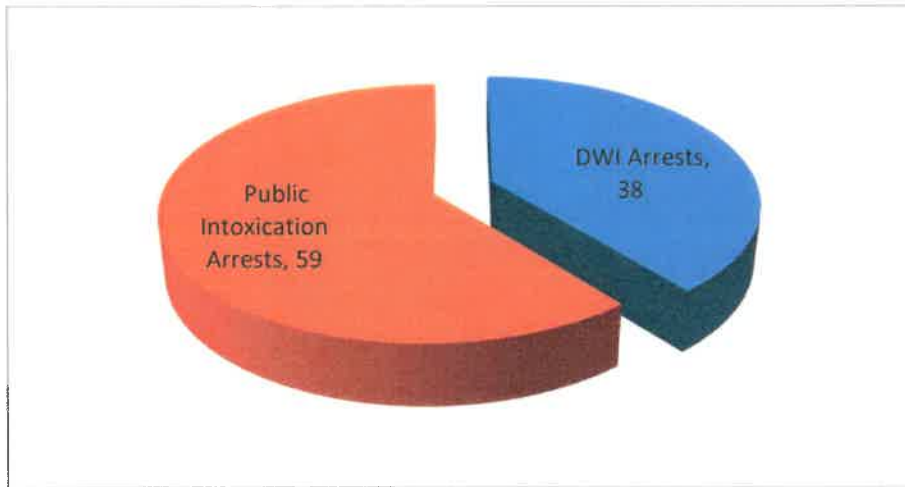
Mission Police Department Monthly Report for November 2024



Patrol Division

DWI Arrests
Public Intoxication Arrests

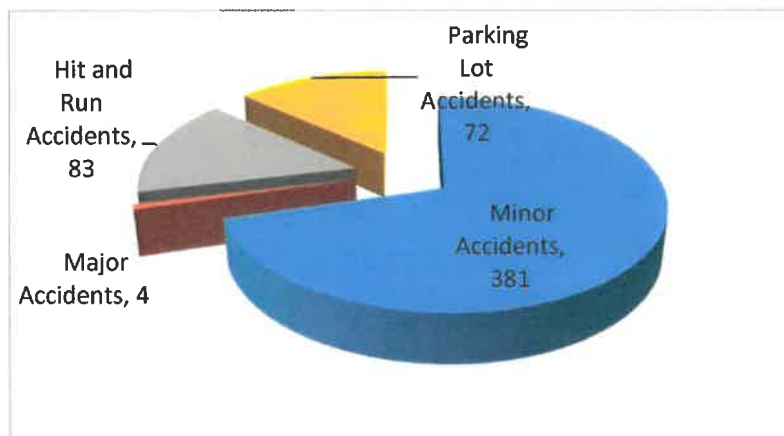
	Nov 24	FY 24-25 YTD
DWI Arrests	21	38
Public Intoxication Arrests	34	59



Traffic Division

Minor Accidents
Major Accidents
Hit and Run Accidents
Parking Lot Accidents

	Nov 24	FY 24-25 YTD
Minor Accidents	189	381
Major Accidents	1	4
Hit and Run Accidents	42	83
Parking Lot Accidents	36	72





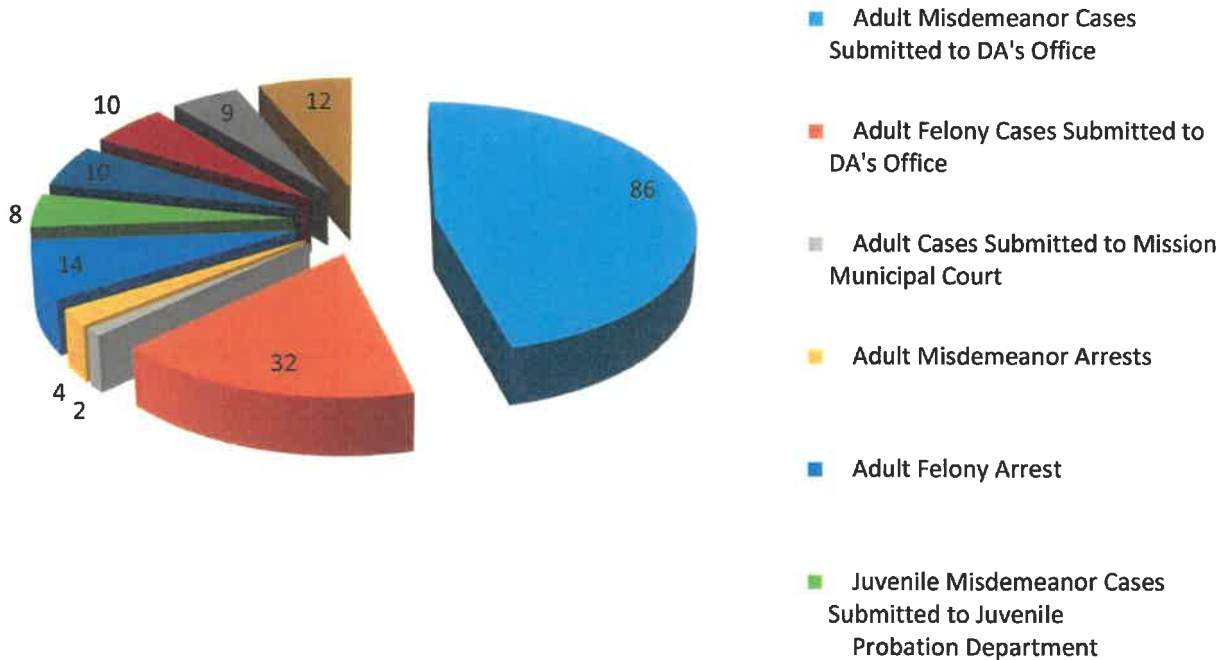
Criminal Investigations Criminal Case Submissions



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

	Nov 24	FY 24-25 YTD
Adult Misdemeanor Cases Submitted to DA's Office	86	86
Adult Felony Cases Submitted to DA's Office	32	32
Adult Cases Submitted to Mission Municipal Court	2	2
Adult Misdemeanor Arrests	4	4
Adult Felony Arrest	14	14
Juvenile Misdemeanor Cases Submitted to Juvenile Probation Department	8	8
Juvenile Felony Cases Submitted to Juvenile Probation Department	10	10
Juvenile Cases Submitted to Mission Municipal Court	10	10
Juvenile Misdemeanor Arrests	9	9
Juvenile Felony Arrests	12	12
Total Open Cases	162	162

Nov 24



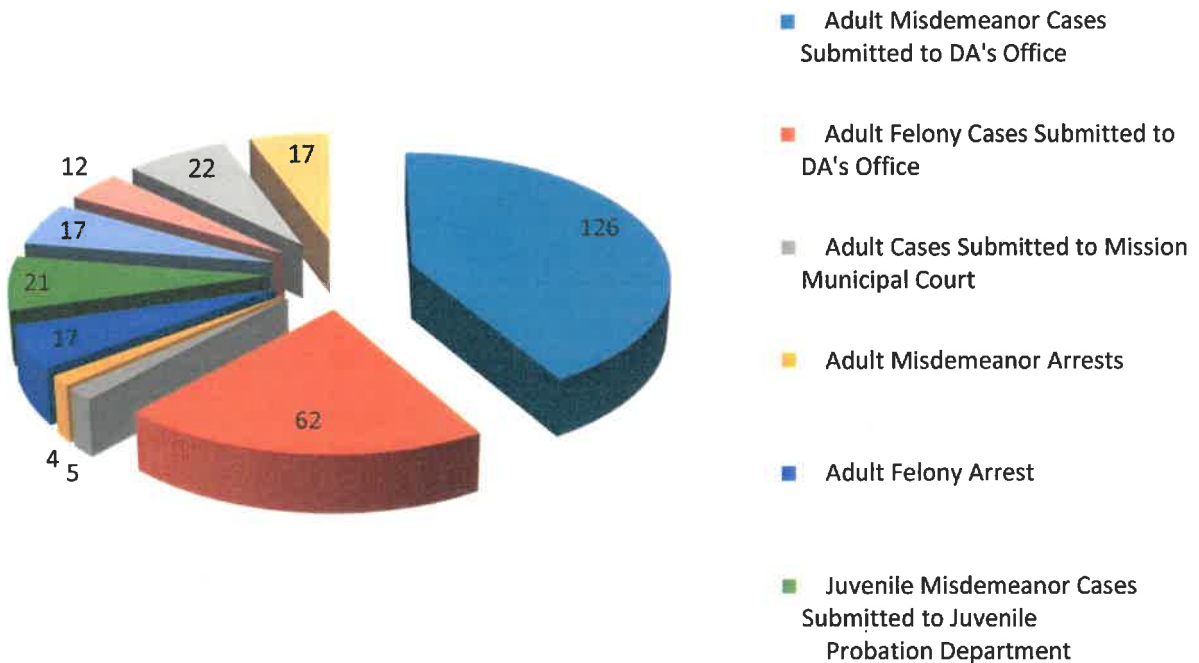


Criminal Investigations Criminal Case Submissions



	Nov 24	FY 24-25 YTD
Adult Misdemeanor Cases Submitted to DA's Office	40	126
Adult Felony Cases Submitted to DA's Office	30	62
Adult Cases Submitted to Mission Municipal Court	3	5
Adult Misdemeanor Arrests	0	4
Adult Felony Arrest	3	17
Juvenile Misdemeanor Cases Submitted to Juvenile Probation Department	13	21
Juvenile Felony Cases Submitted to Juvenile Probation Department	7	17
Juvenile Cases Submitted to Mission Municipal Court	2	12
Juvenile Misdemeanor Arrests	13	22
Juvenile Felony Arrests	5	17
Total Open Cases	85	85

Nov 24





Mission Police Department

Monthly Report for November 2024

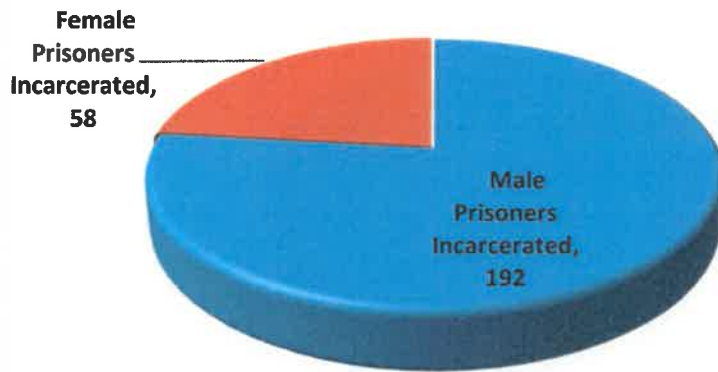


Jail Division

Adults

Male Prisoners Incarcerated
Female Prisoners Incarcerated
Total

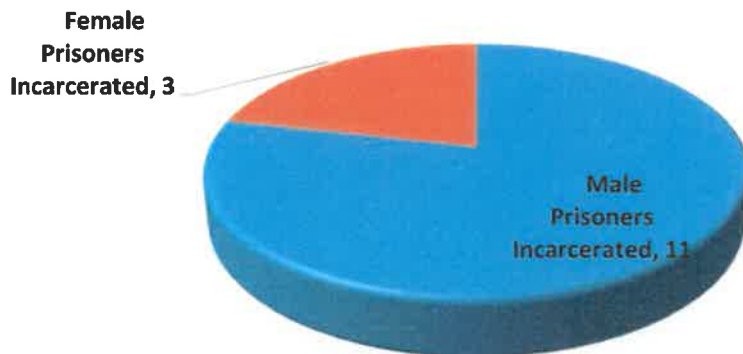
	<u>Oct 24</u>	<u>FY 24-25 YTD</u>
Male Prisoners Incarcerated	192	192
Female Prisoners Incarcerated	58	58
Total	250	250



Juveniles

Male Prisoners Incarcerated
Female Prisoners Incarcerated
Total

	<u>Nov 24</u>	<u>FY 24-25 YTD</u>
Male Prisoners Incarcerated	11	11
Female Prisoners Incarcerated	3	3
Total	14	14





Mission Police Department

Monthly Report for November 2024



Jail Division

Adults

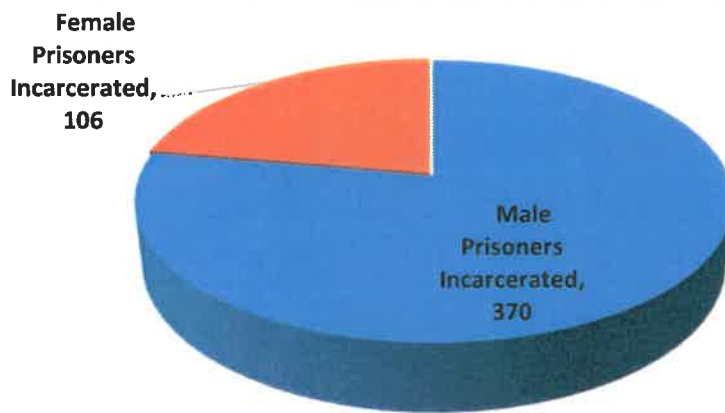
Male Prisoners Incarcerated
Female Prisoners Incarcerated

Nov 24

FY 24-25 YTD

178	370
48	106
226	476

Total



Juveniles

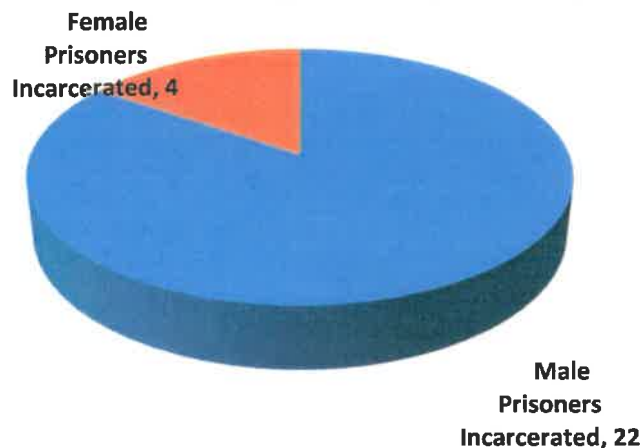
Male Prisoners Incarcerated
Female Prisoners Incarcerated

Nov 24

FY 24-25 YTD

11	22
1	4
12	26

Total





Narcotics Division -DEA

	Nov 24	FY 24-25 YTD
Seizures		
Marihuana (lbs)	0.00	0.00
(Street Value -\$506.00 per pound)	\$0.00	\$0.00
Cocaine (kilos)	406.85	406.85
(Street Value -\$21,000.00 per Kilo)	\$8,543,850.00	\$8,543,850.00
Fentanyl	0	0.00
(Street Value -\$30,000.00 per Kilo)	\$0.00	\$0.00
Heroin (kilos)	0	0.00
(Street Value -\$17,680.00 per Kilo)	\$0.00	\$0.00
Methamphetamine (kilos)	58.24	58.24
(Street Value -\$11,925.00 per Kilo)	\$1,158,976.00	\$1,158,976.00
Currency Seizures:	\$30,000.00	\$30,000.00
Vehicle Seizures:	0	0
Arrest:	13	13

Narcotics Division -Immigration & Customs Enforcement

	Nov 24	FY 24-25 YTD
Seizures		
Marihuana (lbs)	0	0.00
(Street Value -\$506.00 per pound)	\$0.00	\$0.00
Cocaine (kilos)	31.3	31.30
(Street Value -\$21,000.00 per Kilo)	\$657,300.00	\$657,300.00
Heroin (kilos)	0	0.00
(Street Value -\$17,680.00 per Kilo)	\$0.00	\$0.00
Methamphetamine (kilos)	481	481.00
(Street Value -\$11,925.00 per Kilo)	\$9,139,000.00	\$9,139,000.00
Currency Seizures:	\$165,180.00	\$165,180.00
Vehicle Seizures:	0	0
Arrest:	3	3



Narcotics Division -DEA

	Nov 24	FY 24-25 YTD
Seizures		
Marihuana (lbs)	0.00	0.00
(Street Value -\$506.00 per pound)	\$0.00	\$0.00
Cocaine (kilos)	0	406.85
(Street Value -\$21,000.00 per Kilo)	\$0.00	\$8,543,850.00
Fentanyl	0	0.00
(Street Value -\$30,000.00 per Kilo)	\$0.00	\$0.00
Heroin (kilos)	0	0.00
(Street Value -\$17,680.00 per Kilo)	\$0.00	\$0.00
Methamphetamine (kilos)	0	58.24
(Street Value -\$11,925.00 per Kilo)	\$0.00	\$1,158,976.00
Currency Seizures:	\$0.00	\$30,000.00
Vehicle Seizures:	0	0
Arrest:	0	13

Narcotics Division -Immigration & Customs Enforcement

	Nov 24	FY 24-25 YTD
Seizures		
Marihuana (lbs)	0	0.00
(Street Value -\$506.00 per pound)	\$0.00	\$0.00
Cocaine (kilos)	63.72	95.02
(Street Value -\$21,000.00 per Kilo)	\$1,338,120.00	\$1,995,420.00
Heroin (kilos)	0	0.00
(Street Value -\$17,680.00 per Kilo)	\$0.00	\$0.00
Methamphetamine (kilos)	0	481.00
(Street Value -\$11,925.00 per Kilo)	\$0.00	\$9,139,000.00
Currency Seizures:	\$30,000.00	\$195,180.00
Vehicle Seizures:	0	0
Arrest:	4	7



Mission Police and Criminal Investigations

Narcotics

	<u>Nov 24</u>	<u>FY 24-25 YTD</u>
Marihuana (pounds)	0.14	0.14
(Street Value -\$506.00 per pound)	\$70.84	\$70.84
Cocaine (kilos)	0.1230	0.12
(Street Value -\$21,000.00 per Kilo)	\$2,583.00	\$2,583.00
Currency	\$1,289.00	\$1,289.00



Mission Police and Criminal Investigations

Narcotics

	<u>Nov 24</u>	<u>FY 24-25 YTD</u>
Marihuana (pounds)	0.50	0.64
(Street Value -\$506.00 per pound)	\$254.52	\$325.36
Cocaine (kilos)	0.0060	0.13
(Street Value -\$21,000.00 per Kilo)	\$126.00	\$2,709.00
Currency	\$0.00	\$1,289.00

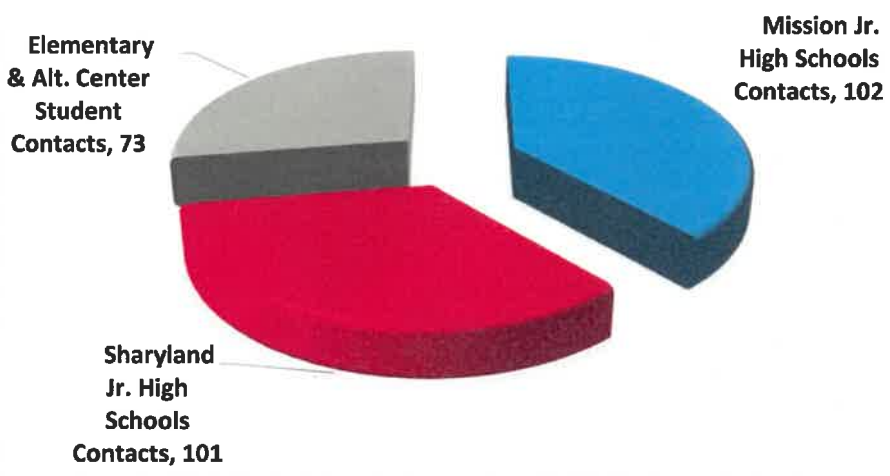


Mission Police Department Monthly Report for November 2024



Educational Resource Officer Program

	<u>Nov 24</u>	<u>FY 24-25 YTD</u>
Mission Jr. High Schools Contacts	102	102
Sharyland Jr. High Schools Contacts	90	90
Elementary & Alt. Center Student Contacts	73	73



	<u>Nov 24</u>	<u>FY 24-25 YTD</u>
Mission High Schools	211	211
Sharyland High Schools	110	110

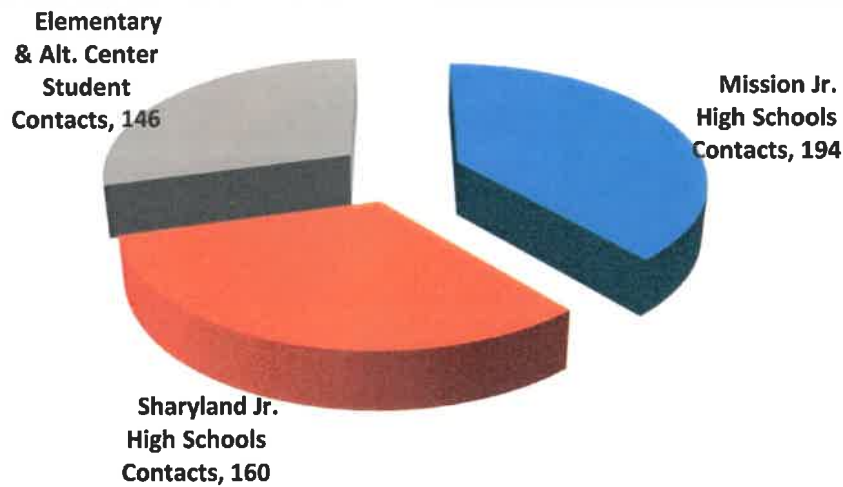


Mission Police Department Monthly Report for November 2024



Educational Resource Officer Program

	<u>Nov 24</u>	<u>FY 24-25 YTD</u>
Mission Jr. High Schools Contacts	92	194
Sharyland Jr. High Schools Contacts	70	160
Elementary & Alt. Center Student Contacts	73	146



	<u>Nov 24</u>	<u>FY 24-25 YTD</u>
Mission High Schools	152	363
Sharyland High Schools	118	228



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



Adult Cases Submitted to Mission Municipal Court

Adult Misdemeanor Arrests

Adult Felony Arrests

Juvenile Misdemeanor Cases Submitted to Juvenile Probation Department

Juvenile Felony Cases Submitted to Juvenile Probation Department

Juvenile Cases Submitted to Mission Municipal Court

Juvenile Cases Submitted to JP Court

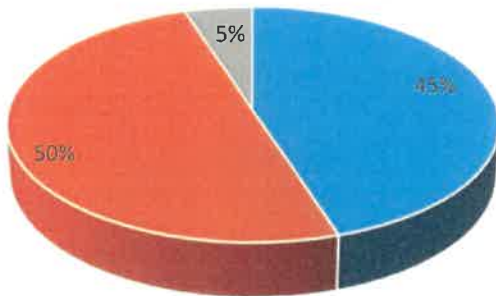
Juvenile Misdemeanor Arrests

Juvenile Felony Arrests

	Nov 24	FY 24-25 YTD
Adult Cases Submitted to Mission Municipal Court	9	9
Adult Misdemeanor Arrests	10	10
Adult Felony Arrests	1	1
Juvenile Misdemeanor Cases Submitted to Juvenile Probation Department	2	2
Juvenile Felony Cases Submitted to Juvenile Probation Department	1	1
Juvenile Cases Submitted to Mission Municipal Court	10	10
Juvenile Cases Submitted to JP Court	3	3
Juvenile Misdemeanor Arrests	22	22
Juvenile Felony Arrests	0	0

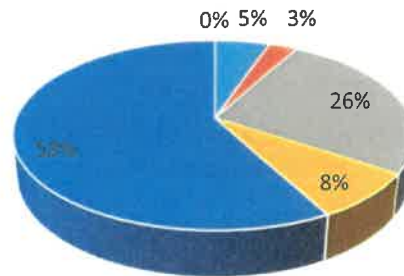
FY 24-25 YTD

- Adult Cases Submitted to Mission Municipal Court
- Adult Misdemeanor Arrests
- Adult Felony Arrests



FY 24-25 YTD

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





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



Adult Cases Submitted to Mission Municipal Court

Adult Misdemeanor Arrests

Adult Felony Arrests

Juvenile Misdemeanor Cases Submitted to Juvenile Probation Department

Juvenile Felony Cases Submitted to Juvenile Probation Department

Juvenile Cases Submitted to Mission Municipal Court

Juvenile Cases Submitted to JP Court

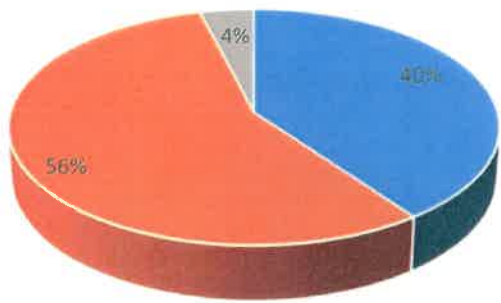
Juvenile Misdemeanor Arrests

Juvenile Felony Arrests

	<u>Nov 24</u>	<u>FY 24-25 YTD</u>
Adult Cases Submitted to Mission Municipal Court	1	10
Adult Misdemeanor Arrests	4	14
Adult Felony Arrests	0	1
Juvenile Misdemeanor Cases Submitted to Juvenile Probation Department	2	4
Juvenile Felony Cases Submitted to Juvenile Probation Department	1	2
Juvenile Cases Submitted to Mission Municipal Court	24	34
Juvenile Cases Submitted to JP Court	2	5
Juvenile Misdemeanor Arrests	14	36
Juvenile Felony Arrests	1	1

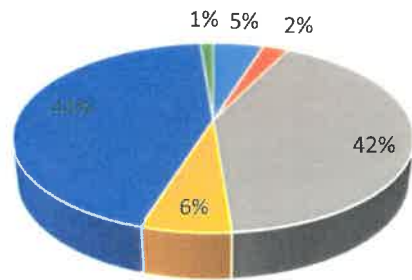
FY 24-25 YTD

- Adult Cases Submitted to Mission Municipal Court
- Adult Misdemeanor Arrests
- Adult Felony Arrests



FY 24-25 YTD

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





Mission Police Department

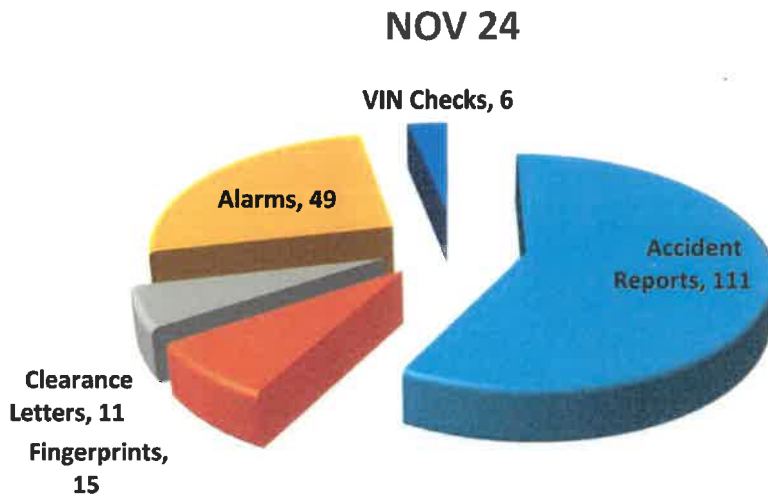
Monthly Report for November 2024



Records Division

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

	Nov 24	FY 24-25 YTD
Accident Reports	111	111
Fingerprints	15	15
Clearance Letters	11	11
Alarms	49	49
VIN Checks	6	6
TOTAL	192	192





Mission Police Department

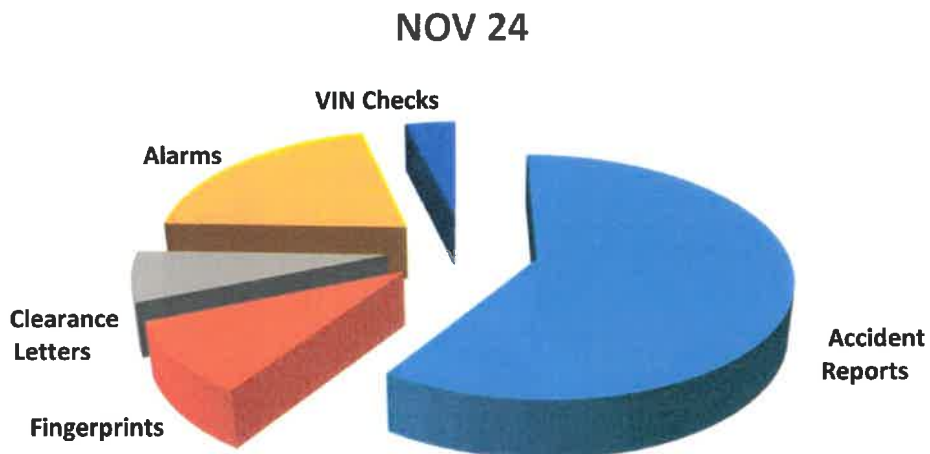
Monthly Report for November 2024



Records Division

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

	Nov 24	FY 24-25 YTD
Accident Reports	89	200
Fingerprints	17	32
Clearance Letters	12	23
Alarms	20	69
VIN Checks	7	13
TOTAL	145	337



HUMAN RESOURCES DEPARTMENT
MONTHLY REPORT
OCTOBER 2024

PERSONNEL								Monthly Totals	YTD Totals
Number of Employees, Volunteers, and Others	HIRED	TRANSFERRED	RESIGNED	DISMISSED	RETIRED	DECEASED	OTH		
Regular Full-Time (767 budgeted slots for fiscal year)	6		7		1			695	695
Regular Part-Time (45 budgeted slots for fiscal year)	4							47	47
Temporary Full-Time								0	0
Temporary Part-Time								0	0
Fiscal FYD Totals	10		7		1			742	742
Reserve Police Officers								13	13
Volunteer Firefighters								15	15
Texas Workforce Solutions/Work Experience								1	1
AARP Participants							1	12	12
Volunteers							24	255	255
Fiscal FYD Totals								296	296
Staffing									
Request for Positions Processed								12	12
Positions Advertised								19	19
Application for Employment Processed								415	415
Volunteer Applications Processed								25	25
Interviews Processed								28	28
Job Offers Processed								10	10
New Hire Enrollments Processed								10	10
Pre-Employment Screenings									
Driver License Checks (MVR)								10	10
Mission Police/Mission Municipal Court Record Check								10	10
Hidalgo County Courthouse								10	10
Criminal History Background/Sex Offender Check (DPS)								21	21
Drug Testing, Physical and Pre-placement Screening								10	10
PERSONNEL, con't									
Human Resources Department Visitors:									
Employees, Citizens, Vendors/Representatives Assisted								219	219
Exit Interviews Conducted:									
Employee Exit Interview								2	2
Supervisor Exit Interview								6	6
Forms Processed									
Employee Change of Status Forms Processed								61	61
Employee Requests for Personnel Information Processed								6	6
Employee Disciplinary Forms Processed								11	11
Employment Verifications Processed								15	15
Unemployment Claims Processed								2	2
Public Information Requests Processed								7	7
Family and Medical Leave Act (FMLA) Forms Processed:									
FMLA Requests								10	10
-- Employee's Serious Health Condition								6	6
-- Family Member's Serious Health Condition								1	1
-- Birth of a Child								3	3
-- Military Family Leave								0	0
-- Injury or Illness of Covered Servicemember								0	0
FMLA Approvals								6	6
FMLA Denials/Withdrawals								0	0
FMLA Return-to-Work								3	3
Employees out on FMLA								17	17

HUMAN RESOURCES DEPARTMENT
MONTHLY REPORT
OCTOBER 2024

PERSONNEL TRAINING SEMINARS							Training Seminars	Employees Attended
10/18/2024 - Live2Lead							1	20
Fiscal YTD Totals:							1	20
HEALTH & WELLNESS SEMINARS/EVENTS							Training Seminars	Employees Attended
10/02/2024 - Breast Cancer Awarness Luncheon							1	106
10/10/2024 - Airrosi - Is Sitting A Pain							1	3
10/15/2024 - Airrosti - Is Sitting A Pain							1	3
10/17/2024 - Airrosti - Is Sitting A Pain							1	4
10/22/2024 - Airrosti - Is Sitting A Pain							1	3
10/22/2024 - Annual Health & Benefits Fair							1	160
Fiscal YTD Totals:							6	279
EMPLOYEE RECOGNITION/EVENTS								Employees Attended
Fiscal YTD Totals:							0	0



**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: December 16, 2024
PRESENTED BY: Susana De Luna, Interim Planning Director
AGENDA ITEM: Rezoning: A 2.44 acre tract of land out of the 7.8 acres out of the Fernandez Strip out of Porcion 52, from (R-2) Duplex-Fourplex to (C-3) General Business, Sandra Tamez, and Adoption of Ordinance#_____ - De Luna

NATURE OF REQUEST:

On November 20, 2024, the Planning and Zoning Commission held a Public Hearing to consider the rezoning request. The subject site is located approximately 1,660' South of Mile One South Road along the west side of S. Inspiration Road. There was no public opposition during the P&Z Meeting. The board unanimously recommended denial.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Denial

Departmental Approval: N/A

Advisory Board Recommendation: Denial

City Manager's Recommendation: Denial *MRP*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

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

WHEREAS, the City Council of the City of Mission finds that during consideration of the rezoning request of November 20, 2024, the Planning and Zoning Commission of the City of Mission upon duly recognized motion and second, voted to recommend to the City Council that the rezoning shown below not be granted.

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Monday, December 16, 2024, in the Council Chambers of the City Hall to consider the following rezoning:

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

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

READ, CONSIDERED AND PASSED, this the 16th day of December, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ITEM# 1.1

REZONING:

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

REVIEW DATA

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

SURROUNDING ZONES:

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

EXISTING LAND USES:

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

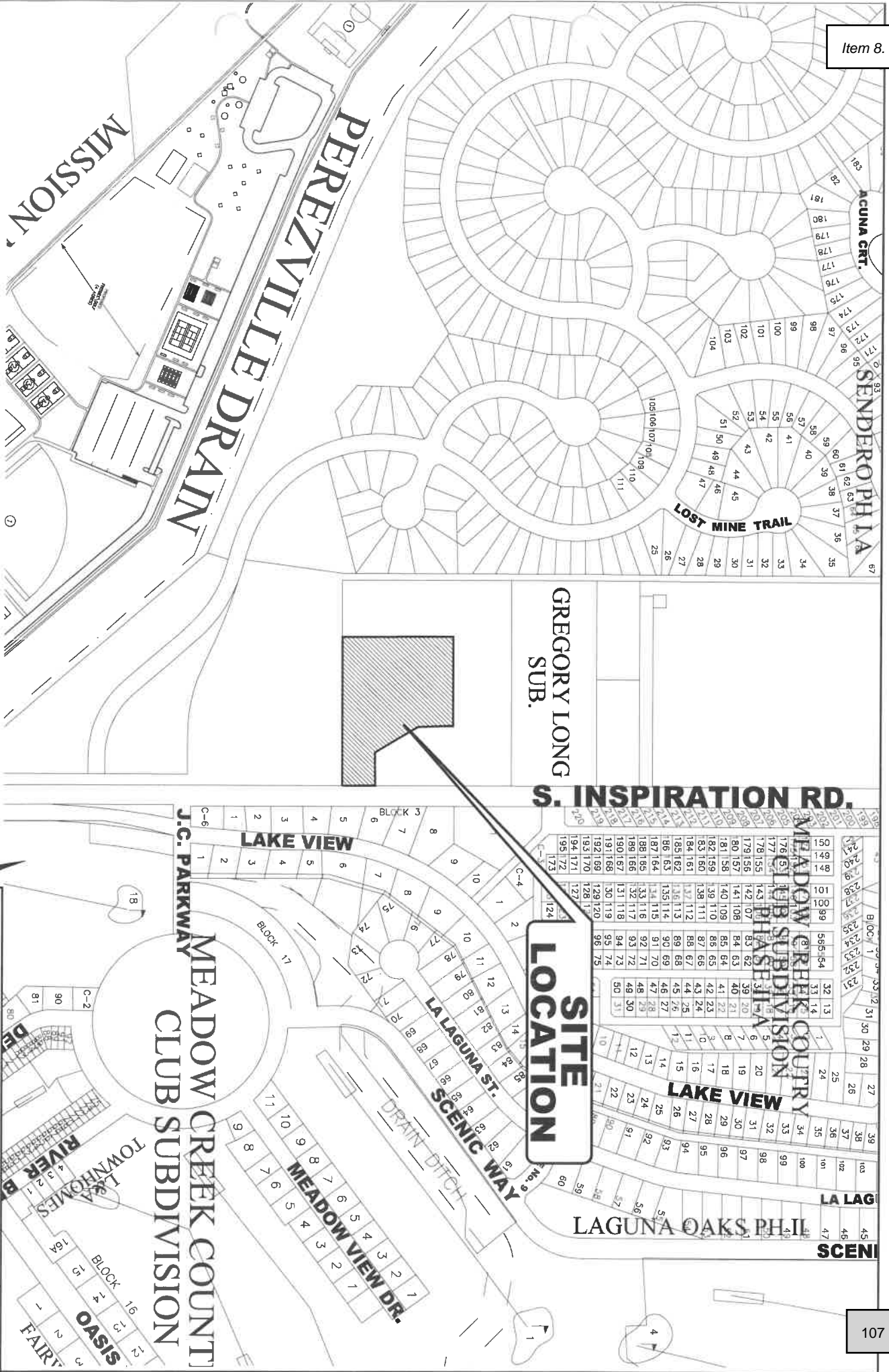
FLUM:

Low Density Residential (LD)

REVIEW COMMENTS: The proposed zone does not comply with City’s Future Land Use Map nor surrounding land uses. The LD designation classification includes single family homes. The applicant wishes to rezone a portion of the acreage to commercial to be able to rent the existing structures as an Event Center. This item was considered and approved by P&Z on September 4, 2024, however it was denied by the City Council. In an effort to help the applicant, City Council suggested a short-term rental. This would allow the applicant to keep the existing zone and be able to rent out the existing home, palapa and pool.

After meeting with the applicant and explaining the short-term rental option she informed staff that her intentions is to convert this property into an Event Center that would offer the sale & on-site consumption of alcoholic beverages. Staff did advise the applicant that under a short-term rental she would not be able to do that and the only way to accomplish her goal would be through a change of zone. She would require a C-3 (General Business) zone. Staff notes that the applicant is requesting a higher density than what is currently existing in this surrounding area and for that reason staff cannot support the request. Staff mailed out 10 notices to property owners within 200’ radius to get input in regards to this request. As of this writing, staff has not received any comments in favor or against the request.

RECOMMENDATION: Staff recommends Denial.



**SITE
LOCATION**



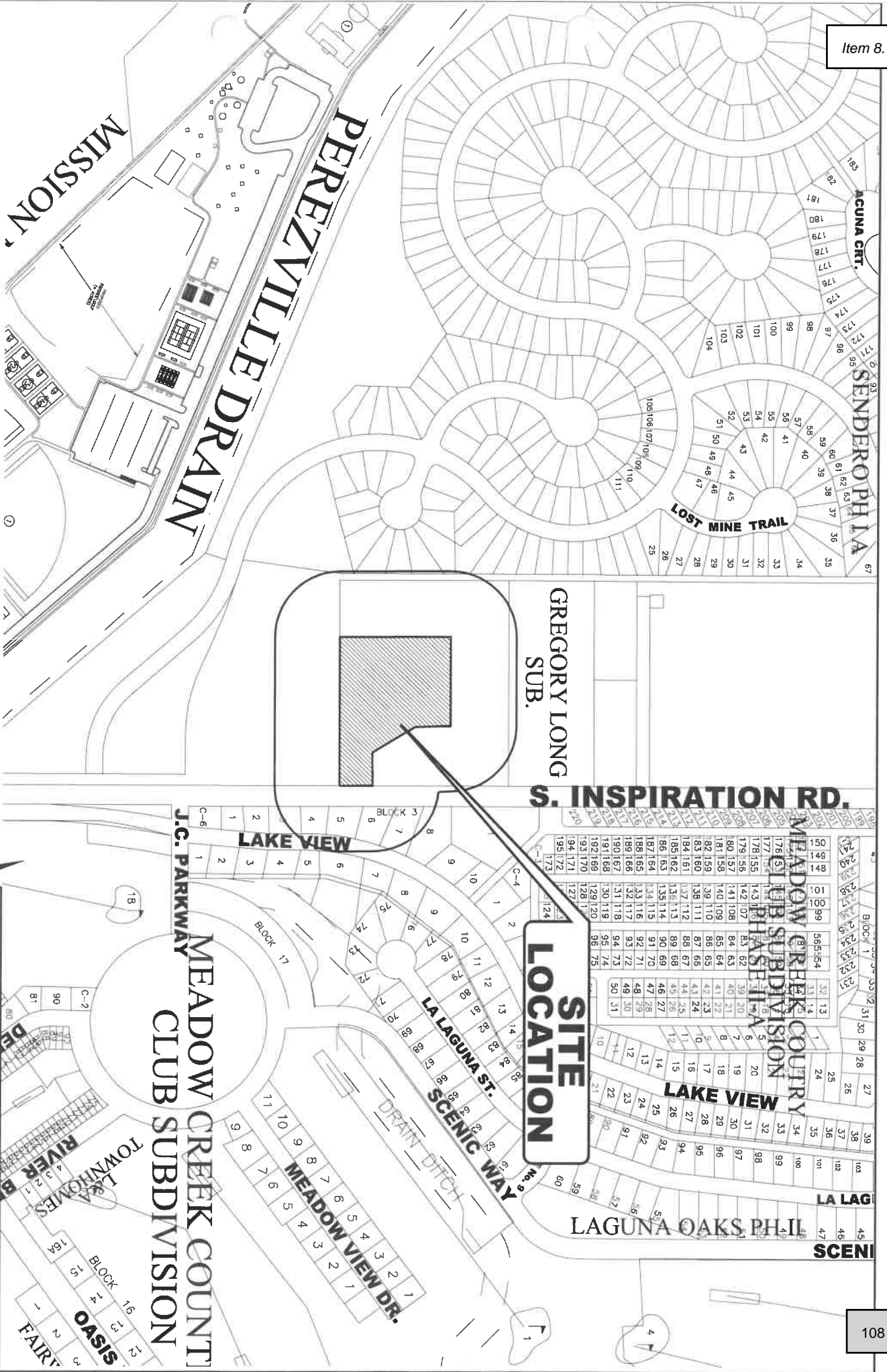
CITY OF MISSION
 PLANNING DEPARTMENT
 1201 E. 8th Street
 MISSION, TX 78572

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

DATE: 08-19-24

No.

200' RADIUS MAILOUT MAP



SITE LOCATION



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

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

DATE: 08-19-24

No.



M3175-2A-002-0006-00 (232861)
ANDERSON ROBERT ALAN & FAITH
1208 LAKE VIEW DR
MISSION TX 78572

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

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

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

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

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

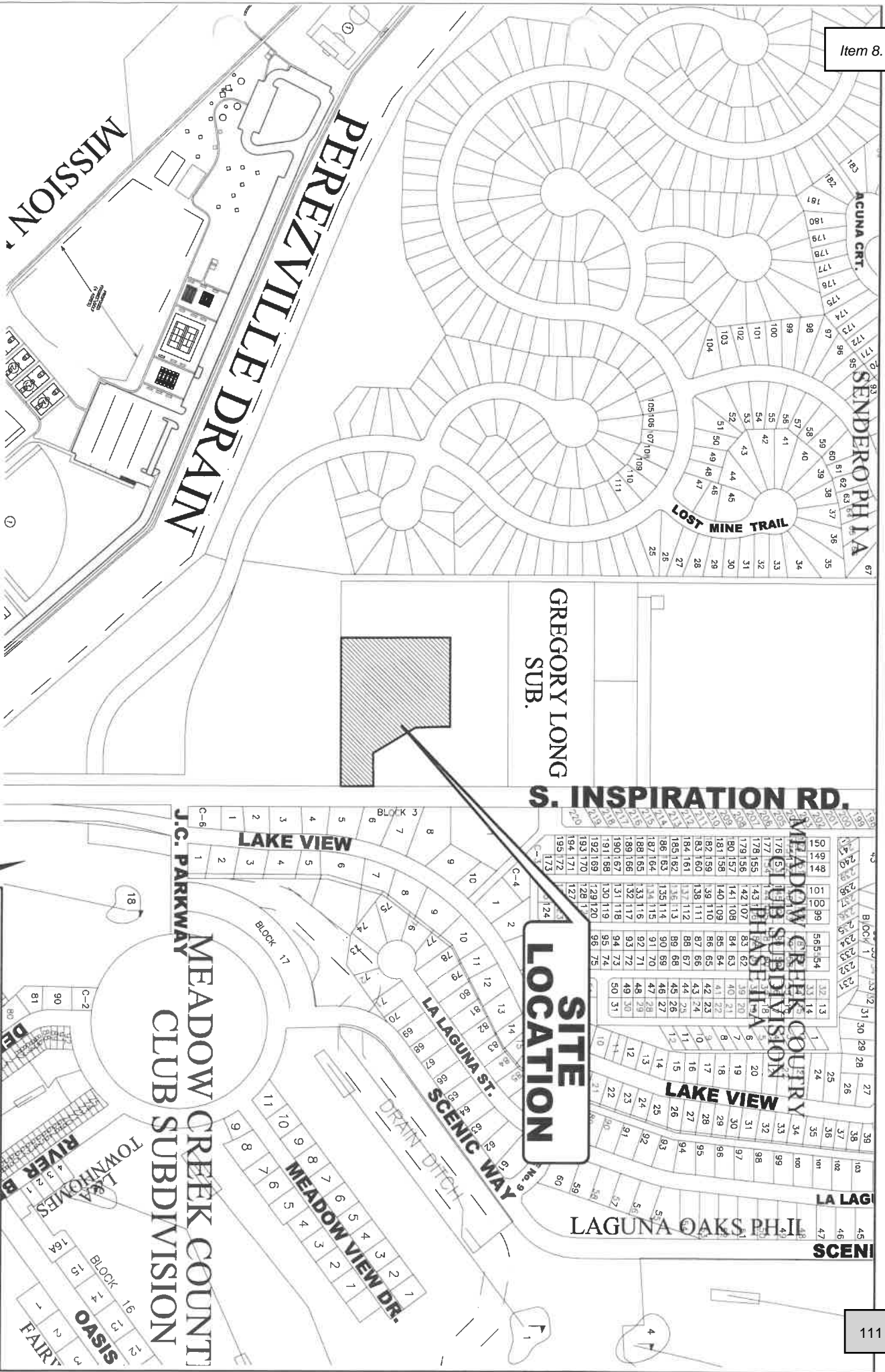
M3175-2A-003-0008-00 (232924)
MARTINEZ VICTOR & AMBER
1205 LAKE VIEW DR
MISSION TX 78572

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

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

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

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



SITE LOCATION



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

DATE: 08-19-24
 No.



**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: December 16, 2024

PRESENTED BY: Susana De Luna, Interim Planning Director

AGENDA ITEM: Rezoning: A 0.99 of an acre tract of land being the South 254' of the West 170' of Lot 26-9, West Addition to Sharyland, from (AO-I) Agricultural Open Interim to (R-1) Single Family Residential, Sanjuana V. Garcia Serna, and Adoption of Ordinance#_____ - De Luna

NATURE OF REQUEST:

On December 4, 2024, the Planning and Zoning Commission held a Public Hearing to consider the rezoning request. The subject site is located approximately 1,280' North of E. Griffin Parkway on the East side of N. Mayberry Road. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Approval

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A REZONING A 0.99 OF AN ACRE TRACT OF LAND BEING THE
SOUTH 254' OF THE WEST 170' OF LOT 26-9, WEST ADDITION TO SHARYLAND,
(AO-I) AGRICULTURAL OPEN INTERIM TO (R-1) SINGLE FAMILY RESIDENTIAL**

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

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Monday, December 16, 2024, in the Council Chambers of the City Hall to consider the following rezoning:

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

Legal Description	From	To
A 0.99 of an acre tract of land being the South 254' of the West 170' of Lot 26-9, West Addition to Sharyland	AO-I	R-1

READ, CONSIDERED AND PASSED, this the 16th day of December, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ITEM# 1.1

REZONING: A 0.99 of an acre tract of land being
The South 254' of the West 170' of
Lot 26-9, West Addition to Sharyland
AO-I to R-1
Sanjuana V. Garcia Serna

REVIEW DATA

The site is located approximately 1,280' North of E. Griffin Parkway on the East side of N. Mayberry Road.

SURROUNDING ZONES:

N:	AO-I	– Agricultural Open Interim
E:	AO-I	– Agricultural Open Interim
W:	R-1	– Single Family Residential
S:	AO-I	– Agricultural Open Interim

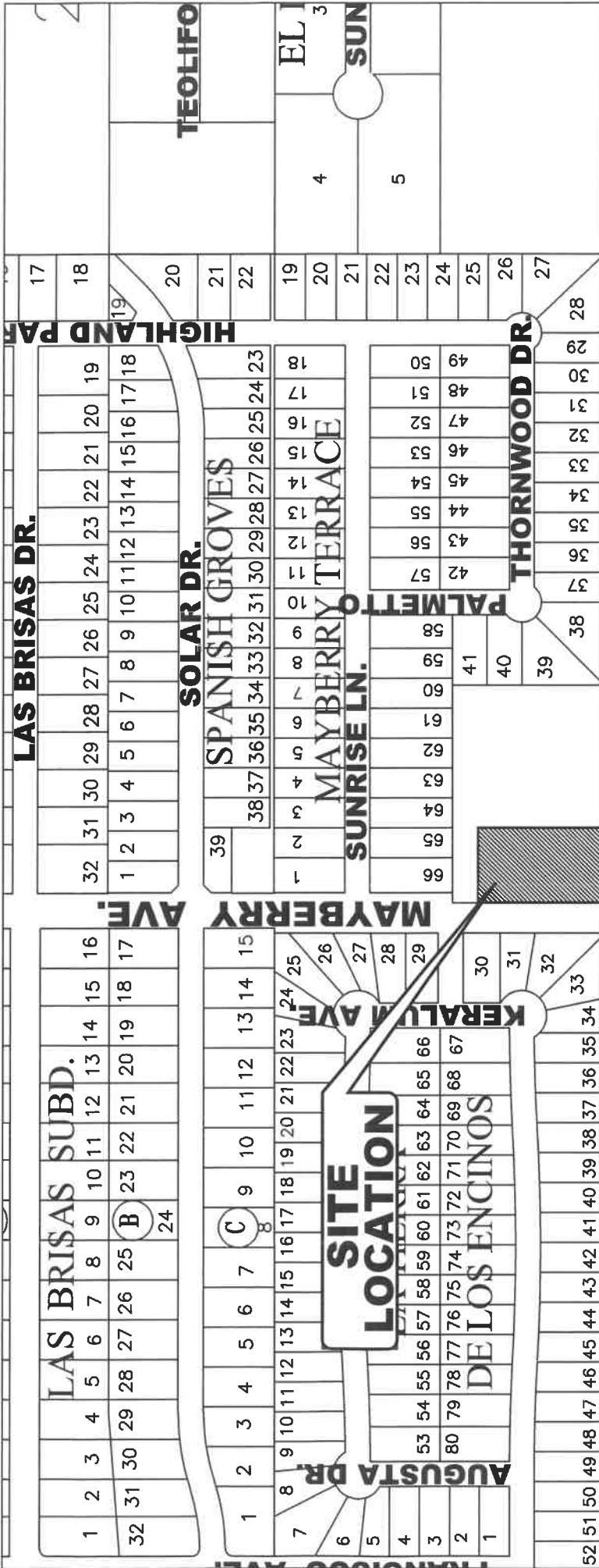
EXISTING LAND USES:

N:	Residential
E:	Residential
W:	Residential
S:	Edinburg Main Canal
Site:	Single Family Home

FLUM: Low Density Residential (LD)

REVIEW COMMENTS: Staff notes that the proposed zone complies with the City’s Future Land Use Map, and surrounding land uses. The LD designation classification includes single family homes which is consistent with the applicant’s proposal. Staff mailed out 16 notices to property owners within 200’ radius to get input in regards to this request. As of this writing, staff has not received any comments in favor or against the request.

RECOMMENDATION: Staff recommends approval.



200' H.C.I.D. No. 1

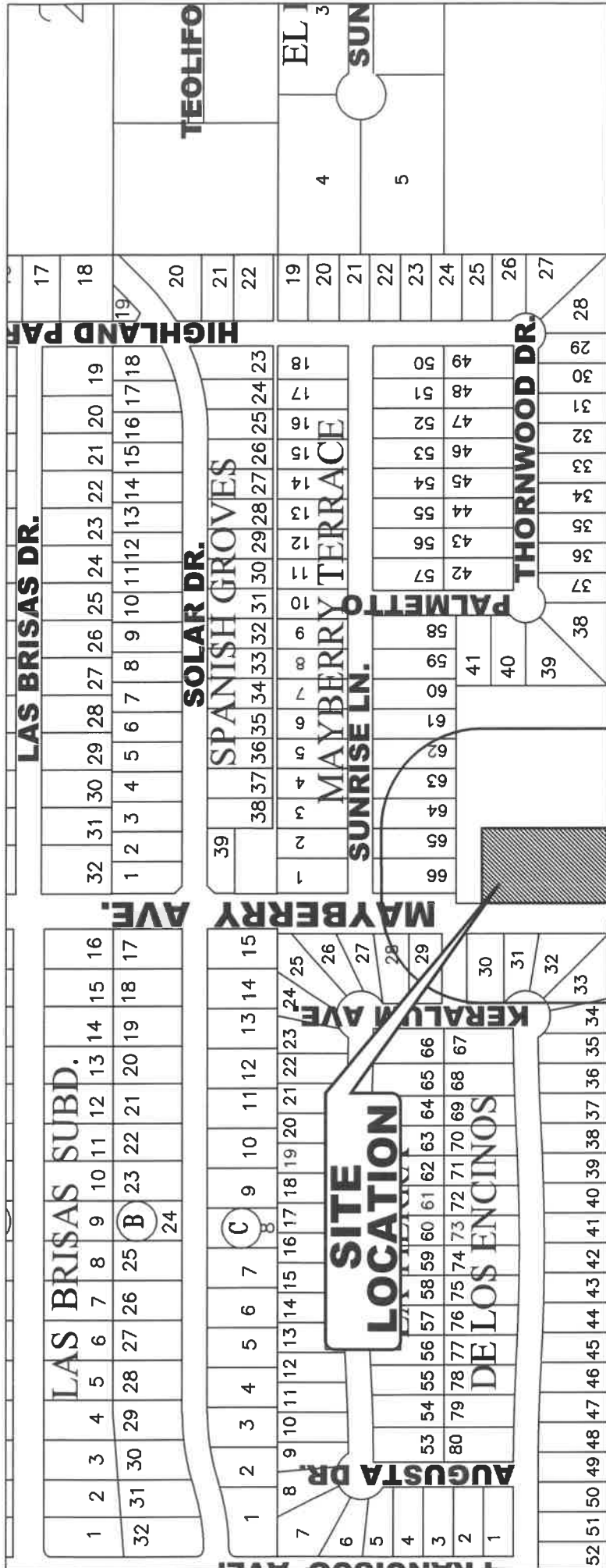
EDINBURG MAIN CANAL R.O.W.



CITY OF MISSION
 HIDALGO COUNTY, TEXAS
 1201 E. 8th Street
 MISSION, TX 78572

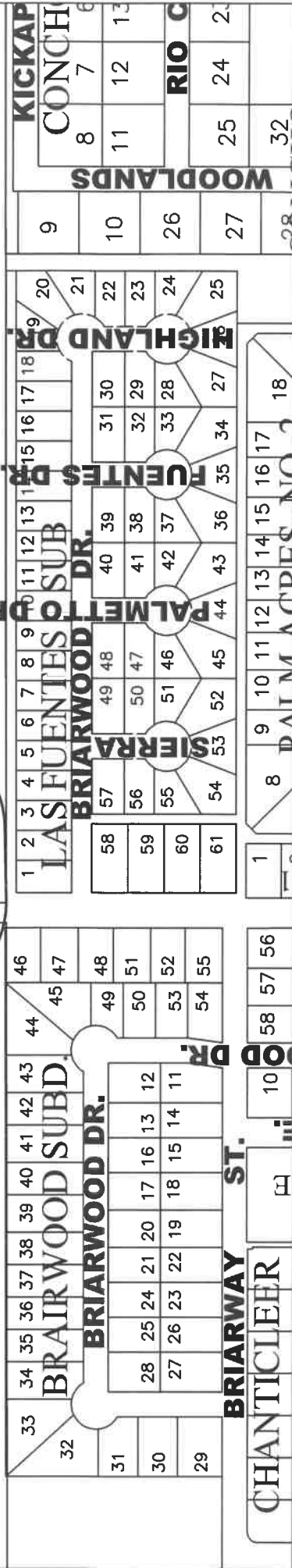
Item 9.

No.



EDINBURG MAIN CANAL R.O.W.

200' H.C.I.D. No. 1



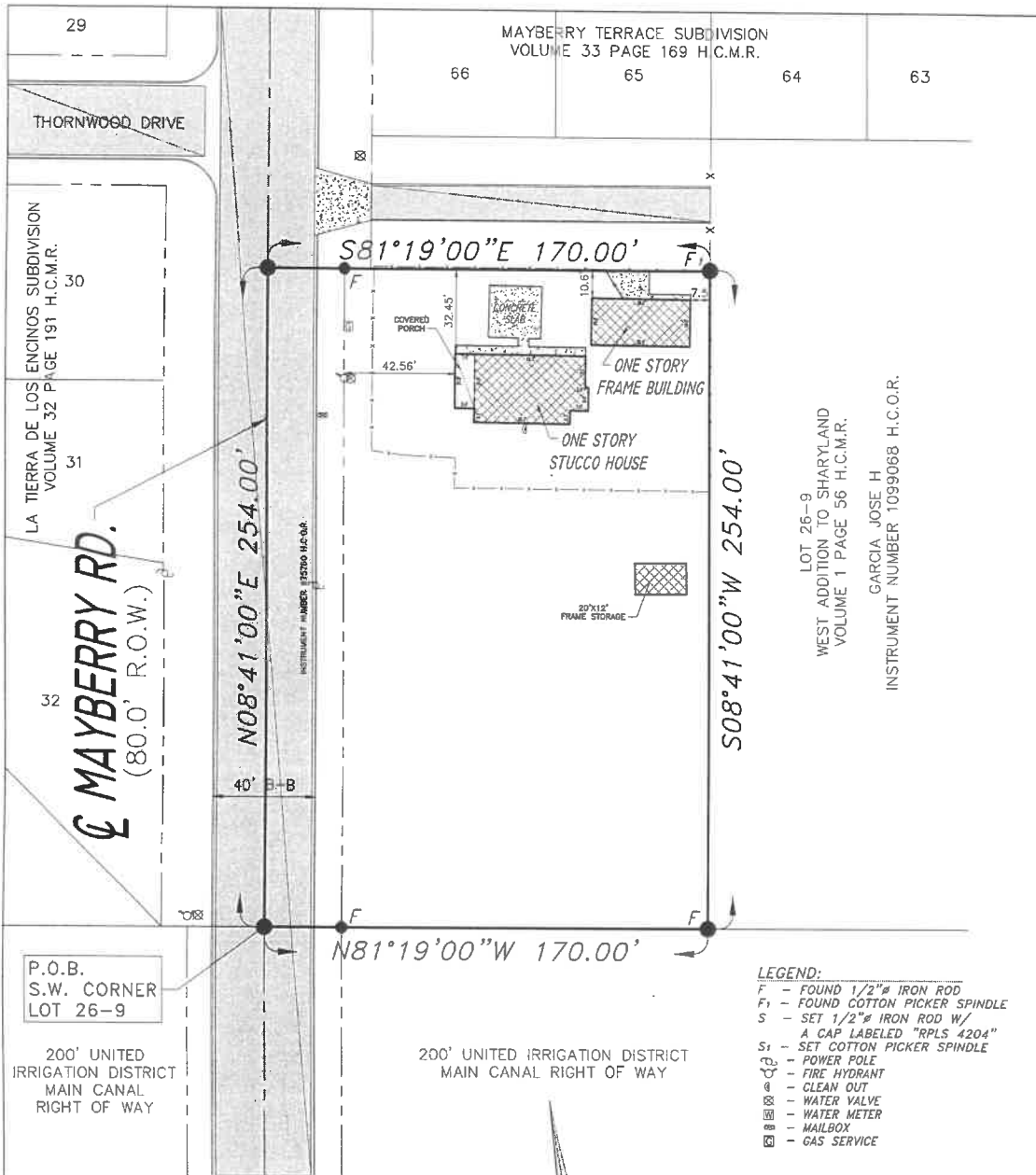
200' RADIUS MAILOUT MAP



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

Item 9.





- LEGEND:**
- F - FOUND 1/2" IRON ROD
 - F₁ - FOUND COTTON PICKER SPINDLE
 - S - SET 1/2" IRON ROD W/ A CAP LABELED "RPLS 4204"
 - S₁ - SET COTTON PICKER SPINDLE
 - ⊙ - POWER POLE
 - ⊕ - FIRE HYDRANT
 - ⊖ - CLEAN OUT
 - ⊗ - WATER VALVE
 - ⊘ - WATER METER
 - ⊙ - MAILBOX
 - ⊙ - GAS SERVICE

I, RAUL E. GARCIA, REGISTERED PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE ABOVE IS A TRUE AND ACCURATE PLAT OF THE LANDS AS SURVEYED UNDER MY DIRECTION AND THAT THERE ARE NO VISIBLE DISCREPANCIES, VISIBLE EASEMENTS, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, PROTRUSIONS, EXCEPT AS SHOWN.

PLAT SHOWING

A 0.99 OF AN ACRE TRACT OF LAND BEING THE SOUTH 254.00 FEET OF THE WEST 170.00 FEET OF LOT 26-9, WEST ADDITION TO SHARYLAND SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING A THAT CERTAIN TRACT DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2871189, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

SCALE: 1" = 40'

BEARINGS BASED ON RECORD BEARINGS OF MAYBERRY TERRACE SUBDIVISION AS RECORDED IN VOLUME 33, PAGE 169 H.C.M.R.

Raul E. Garcia
REGISTERED PROFESSIONAL LAND SURVEYOR # 4204

NOTE: THIS SURVEY IS BEING PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES AND NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED, TO COPY THIS SURVEY EXCEPT AS IS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION WHICH SHALL TAKE PLACE WITHIN A SIX (6) MONTHS TIME PERIOD.

NOTE: OVERHEAD AND UNDERGROUND FACILITIES ARE NOT SHOWN ON THIS SURVEY.

FIRM:
FLOOD INSURANCE RATE MAP
COMMUNITY-PANEL NUMBER
480345 0005 C
MAP REVISED: 11/20/1991
THIS AREA IS IN FLOOD ZONE "X"

<p>R.E. Garcia Associates</p>	<p>R. E. GARCIA & ASSOCIATES ENGINEERS, SURVEYORS, PLANNERS ENGINEER (F-5061) & SURVEYOR (10913300)</p> <p>116 NORTH 12th AVE. EDINBURG, TEXAS 78541 (956) 381-1061 EMAIL: REGAASSOC@AOL.COM</p>	<p>TITLE: IMPROVEMENT SURVEY</p> <p>DATE: OCTOBER 22, 2024 REV:</p> <p>JOB # 2024-148 BOOK T-165/Pg.14</p> <p>SCALE: 1" = 40'</p> <p>DRAWN BY: D.E.S.</p>
-----------------------------------	---	--

L1970-00-000-0028-00 (576940)
 HERNANDEZ SAN JUANITA
 2510 KERALUM ST
 MISSION TX 78574

L1970-00-000-0029-00 (576941)
 HERNANDEZ JAVIER & ANA M
 2508 KERALUM ST
 MISSION TX 78574

L1970-00-000-0030-00 (576942)
 ORTIZ MARIA LYDIA
 2504 KERALUM ST
 MISSION TX 78574

L1970-00-000-0031-00 (576943)
 ESCOBAR MARCO ANTONIO & SANDRA
 2502 KERALUM AVE
 MISSION TX 78574

L1970-00-000-0032-00 (576944)
 MARTINEZ ALEJANDRO & MARTHA
 2500 KERALUM ST
 MISSION TX 78574

L1970-00-000-0033-00 (576945)
 ESCOBAR AIDE G
 710 THORNWOOD DR
 MISSION TX 78574

L1970-00-000-0034-00 (576946)
 BRIONES CARLOS & ELISA
 708 THORNWOOD ST
 MISSION TX 78574

M1910-00-000-0061-00 (586856)
 GARCIA-CORTES ROSA ANGELA
 810 SUNRISE LN
 MISSION TX 78574

M1910-00-000-0062-00 (586857)
 CASTILLO JOSE G & LEONOR
 806 SUNRISE LN
 MISSION TX 78574

M1910-00-000-0063-00 (586858)
 CASTILLO JOSE G & LEONOR
 806 SUNRISE LN
 MISSION TX 78574

M1910-00-000-0064-00 (586859)
 GARCIA OSCAR & MICHELLE
 804 SUNRISE LN
 MISSION TX 78574

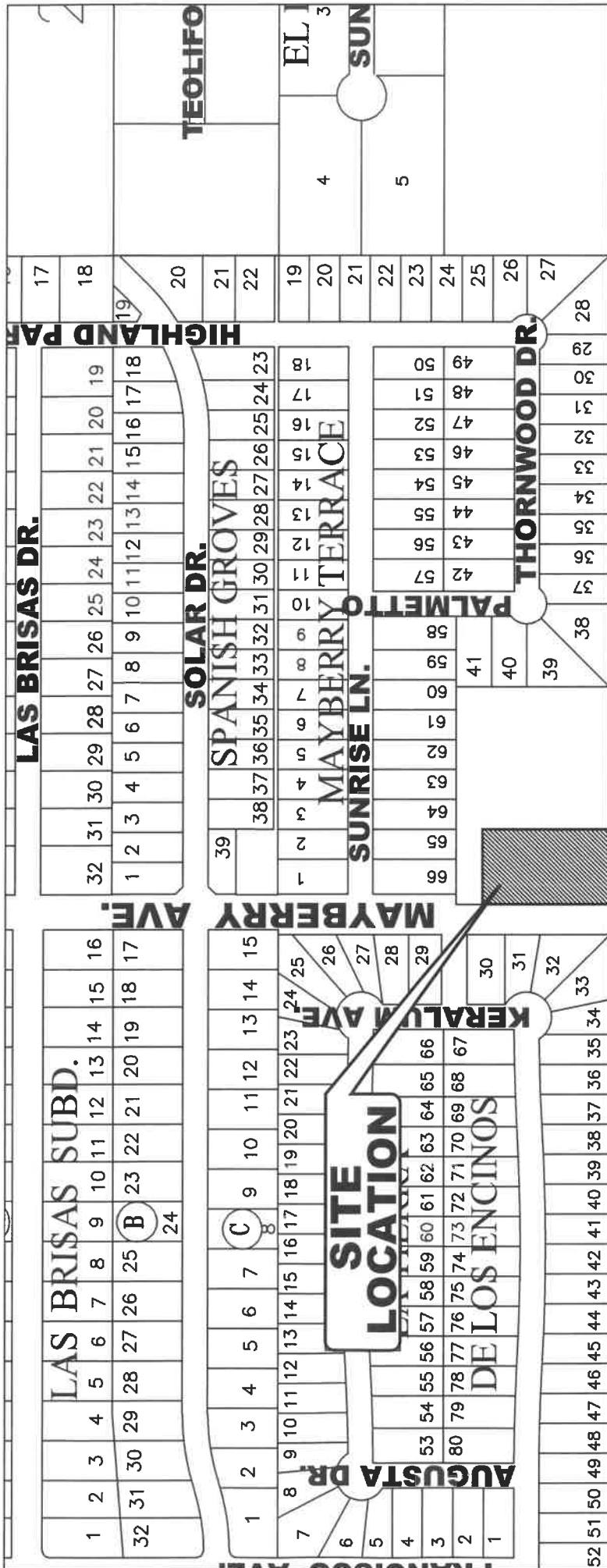
M1910-00-000-0065-00 (586860)
 VASQUEZ DORA & RODOLFO CANTU JF
 802 SUNRISE LN
 MISSION TX 78574

M1910-00-000-0066-00 (586861)
 BROWN JUAN
 800 SUNRISE LN
 MISSION TX 78574

W0100-00-025-0009-05 (317011)
 UNITED IRRIGATION DISTRICT
 PO BOX 687
 MISSION TX 78573

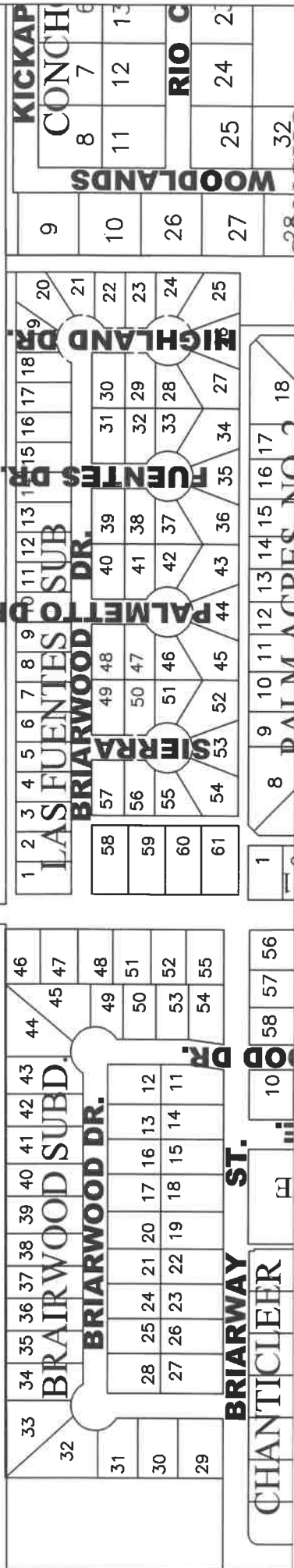
W0100-00-026-0009-00 (317062)
 GARICA JOSE H
 ANGELINA VILLARREAL
 2506 N MAYBERRY ST
 MISSION TX 78574

W0100-00-026-0009-03 (317065)
 GARCIA SANJUANA V SERNA
 2502 MAYBERRY ST
 MISSION TX 78574



200' H.C.I.D. No. 1

EDINBURG MAIN CANAL R.O.W.



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

Item 9.

No.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

PRESENTED BY: Susana De Luna, Interim Planning Director

AGENDA ITEM: Conditional Use Permit: Guest House on Residential Property, 2001 Oleander Drive, Lot 20, Lots 18, 19, & 20, Oleander Estates Unit A, R-1, Herminio Sanchez, Adoption of Ordinance #____ - De Luna

NATURE OF REQUEST:

On November 20, 2024 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site is located approximately 1,314' east of Moorefield Road along the southside of Oleander Drive. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Staff recommends approval subject to: 1) The applicant must comply with the provisions outlined in Section 1.56-4 of the zoning Code; 2) The unit may not have a separate utility and electrical connections; 3) Transferability to other future owners imposing the same conditions imposed to this applicant; and 4) Not to be used for rental purposes.

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT FOR A GUEST HOUSE ON RESIDENTIAL PROPERTY, 2001 OLEANDER DRIVE, LOT 20, LOTS 18, 19, 20, OLEANDER ESTATES UNIT A

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of November 20, 2024, the Planning and Zoning Commission of the City of Mission upon duly recognized motion and second, voted to recommend to the City Council that the conditional use permit shown below be granted.

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Monday, December 16, 2024, in the Council Chambers of the City Hall to consider the following conditional use permit:

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

Legal Description	Type	Conditions of Approval
2001 Oleander Drive Lot 20, Lots 18, 19, 20, Oleander Estates Unit A	Guest House on Residential Property	<ol style="list-style-type: none"> 1. The applicant must comply with the provisions outlined in Section 1.56-4 of the zoning code; 2. The unit may not have a separate utility and electrical connections; 3. Transferability to other future owners imposing the same conditions imposed to this applicant; and 4. Not to be used for rental purposes

READ, CONSIDERED AND PASSED, this the 16th day of December, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ITEM# 1.3

CONDITIONAL USE PERMIT: Guest House on Residential Property
 2001 Oleander Drive
 Lot 20, Lots 18, 19, 20, Oleander Estates Unit A
 R-1
 Herminio Sanchez

REVIEW DATA

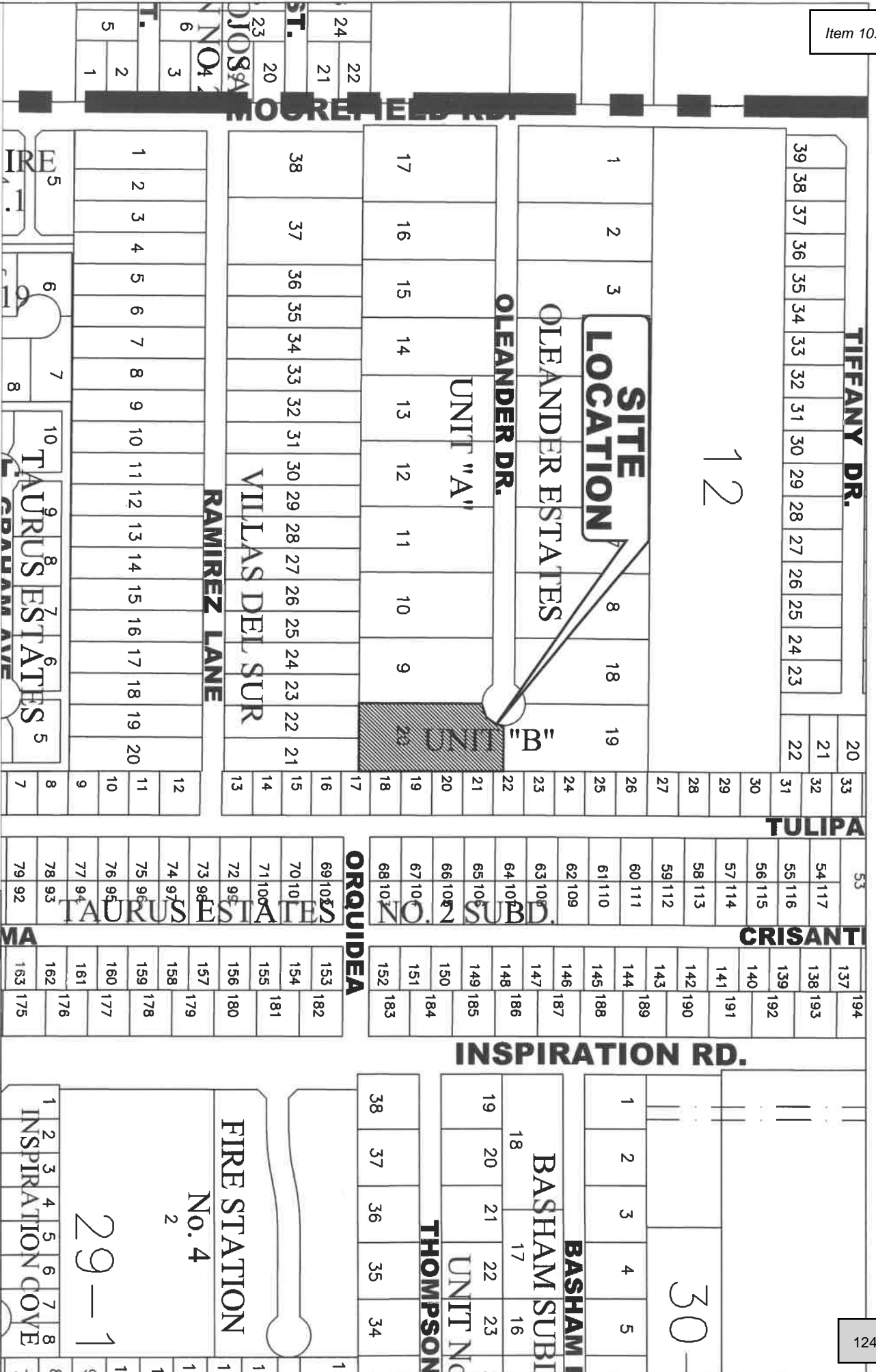
The subject site is located approximately 1,314' east of Moorefield Road along the southside of Oleander Drive. The owner is requesting a conditional use permit for the construction of a Guest House. The proposed guesthouse will have 716 sq.ft. of living area. It will consist of one (1) bedroom, one (1) bathroom, two (1/2) baths, and a storage. They are also proposing to construct a 2,422 sq.ft. covered patio that includes a chimney and an outdoor kitchen. Guest Homes are allowed under the R-1 (Single Family Residential) Zone as long as they apply for a conditional use permit and comply with the following conditions:

- Lot be a minimal of 12,000 sq. ft.
- 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
- Proposal must be clearly secondary to the primary residence
- Shall not have access to a public street (No shared/extended driveway)
- Shall not have separate kitchen area or utilities

REVIEW COMMENTS: This conditional use permit request seems to be consistent with other similar request approved by this Board. The lot is a little over an acre and all building setbacks will be met. The proposed driveway is more than sufficient to accommodate any guest vehicle. All utilities will have to be interconnected to the primary home there should be no separate utilities. Staff notes that if CUP is approved the outdoor kitchen would need to be removed in order to comply with the conditions. Staff mailed out 32 notices to property owners within 200' radius and staff has not received any comments in favor or against this request.

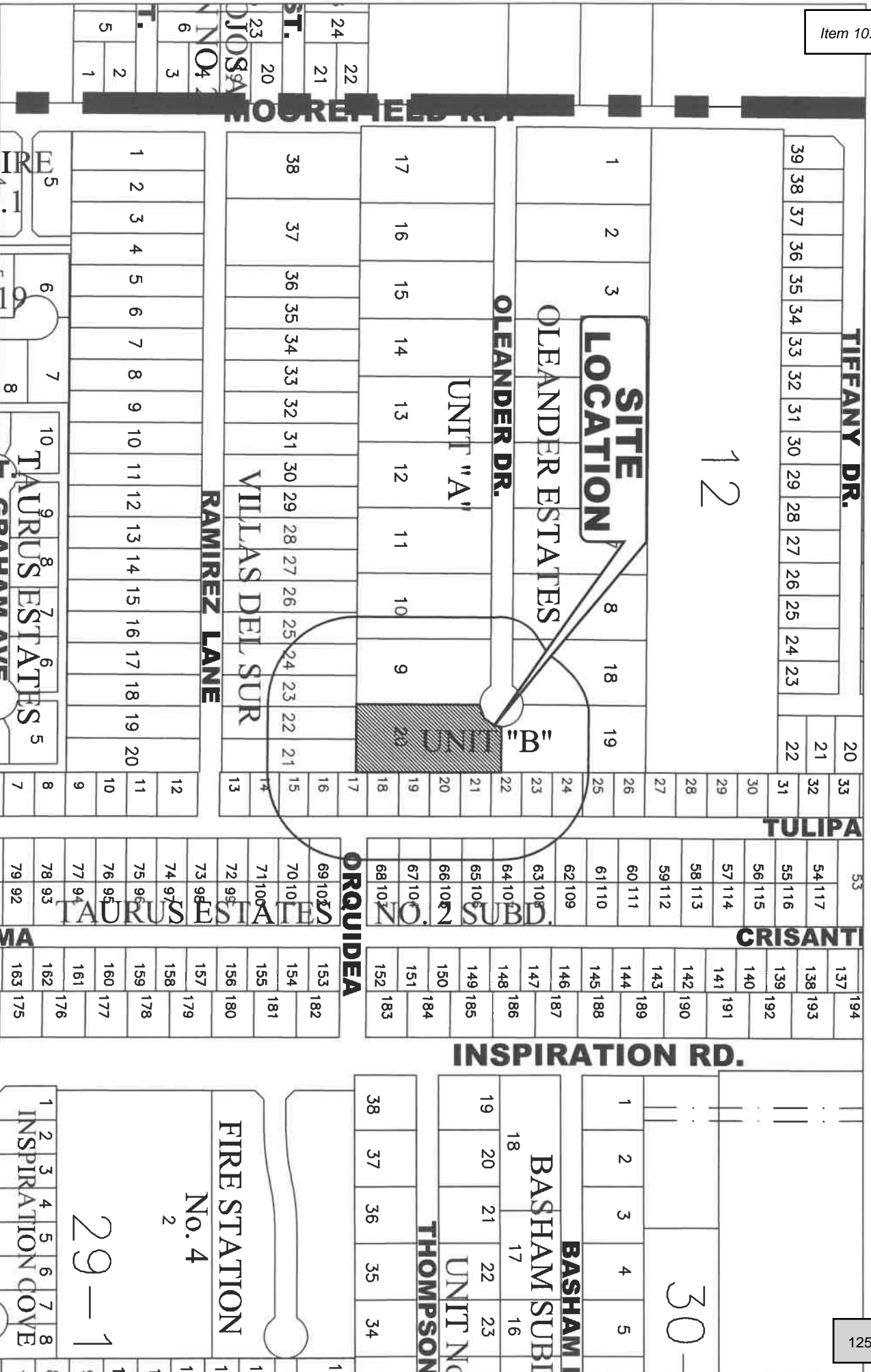
RECOMMENDATION: Staff recommends approval subject to:

- 1) The applicant must comply with the provisions outlined in Section 1.56-4 of the zoning Code,
- 2) The unit may not have a separate utility and electrical connections,
- 3) Transferability to other future owners imposing the same conditions imposed to this applicant,
- 4) Not to be used for rental purposes, and
- 5) Removal of the outdoor kitchen



CITY OF MISSION
 HIDALGO COUNTY, TEXAS
 1201 E. 8th Street
 MISSION, TX 78372
 PH: (956) 380-8672
 FAX: (956) 380-8680

No. _____



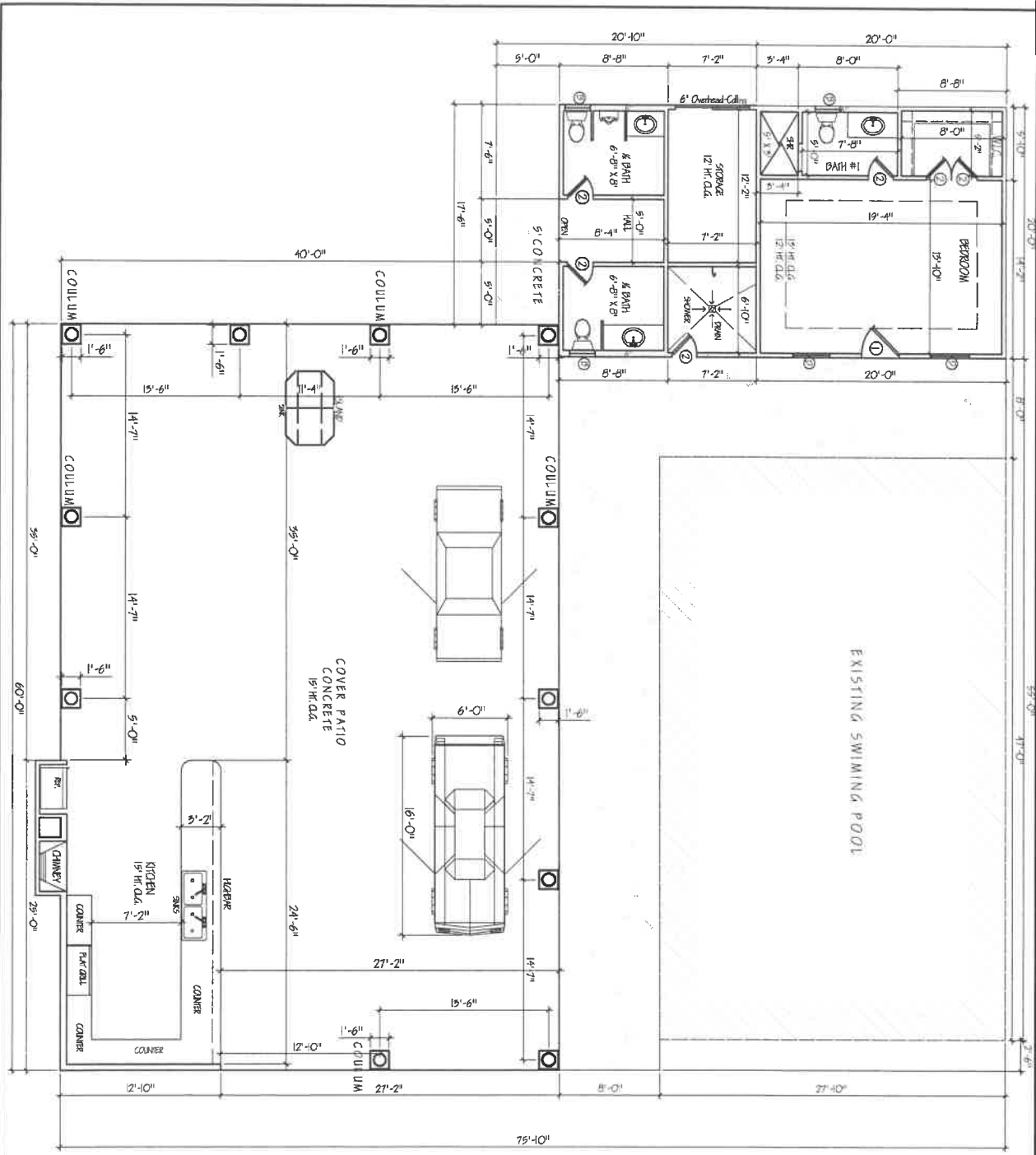
200' RADIUS MAILOUT MAP



CITY OF MISSION
 HIDALGO COUNTY, TEXAS
 1201 E. 8th Street
 MISSION, TX 78372
 PH: (956) 580-8672
 FAX: (956) 580-5660

No.





AREAS	SQ. FT.
LIVING	76
COVER PATIO	2,422
SIDEWALK	665
TOTAL	3,801 sq. ft.

DOOR SCHEDULE	
1	SC04 EXT. LANT. FRONT DOOR W/ 2/RE LIGHTS
2	SC08 INT. LANT. H.C. FLUSH

WINDOW SCHEDULE	
A	SC00 SH. ALUM. W/ SCREEN OPS. (LFD)
B	SC00 SH. ALUM. W/ SCREEN OPS. (LFD)
D	SC00 SH. ALUM. W/ SCREEN

FLOOR PLAN SC. 1/8" = 1'-0"

FLOOR PLAN

PROPOSED COVER PORCH
GUEST ROOM & SHOWER POOL
JUAN SANCHEZ
2001 OLEANDER DR., MISSION, TEXAS

HERA DESIGN'S
LUIS HERNANDEZ
RESIDENTIAL DESIGN
(817) 863-6200
EMAIL: HERADESIGN@HOTMAIL.COM

O2460-0A-000-0008-00 (251060)
 GARCIA LEONEL JR
 1805 SALINAS ST
 MISSION TX 78572

O2460-0A-000-0009-00 (251061)
 CHAVEZ ANNA MARTHA
 2005 OLEANDER DR
 MISSION TX 78573

O2460-0A-000-0010-00 (251062)
 RANGEL GERARDO & MAGDA A
 2009 OLEANDER DR
 MISSION TX 78573

O2460-0A-000-0018-00 (345145)
 VALDEZ ELDA AIDE
 2004 OLEANDER DR
 MISSION TX 78573

O2460-0A-000-0019-00 (345146)
 GONZALEZ EPIGMENIO
 2000 OLEANDER DR
 MISSION TX 78573

O2460-0A-000-0020-00 (345147)
 SANCHEZ HERMINIO & EDITH
 2001 OLEANDER DR
 MISSION TX 78573

T0940-02-000-0014-00 (514475)
 PEREZ MARTIN C JR & VIVIANA GONZALEZ
 3409 TULIPAN ST
 MISSION TX 78573

T0940-02-000-0015-00 (514476)
 GARZA CARLOS M & ANNA MARIA
 3411 TULIPAN ST
 MISSION TX 78573

T0940-02-000-0016-00 (514477)
 RODRIGUEZ ARNOLDO & BRENDA
 3501 TULIPAN ST
 MISSION TX 78573

T0940-02-000-0017-00 (514478)
 BERMUDEZ RODOLFO
 3503 TULIPAN ST
 MISSION TX 78573

T0940-02-000-0018-00 (514479)
 LARA EDUARDO & BLANCA
 3505 TULIPAN ST
 MISSION TX 78573

T0940-02-000-0019-00 (514480)
 RODRIGUEZ HORACIO
 612 W DIAMOND HEAD AVE
 MISSION TX 78573

T0940-02-000-0020-00 (514481)
 GARCIA MELISSA
 3509 TULIPAN ST
 MISSION TX 78573

T0940-02-000-0021-00 (514482)
 AGUILERA MARIO & RAQUEL
 3511 TULIPAN ST
 MISSION TX 78573

T0940-02-000-0022-00 (514484)
 CARDENEZ ORLANDO
 MARIA JESUS SAENZ
 2909 CYPRESS DR
 DONNA TX 78537

T0940-02-000-0023-00 (514485)
 URESTI EDUARDO & EMA ESTELA PADILLA
 3603 TULIPAN ST
 MISSION TX 78573

T0940-02-000-0024-00 (514486)
 GONZALEZ HERNAN & NANCY G
 3605 TULIPAN ST
 MISSION TX 78573

T0940-02-000-0025-00 (514487)
 JACOBO JUAN RAMIREZ
 PO BOX 2383
 MISSION TX 78573

T0940-02-000-0062-00 (514525)
 GOMEZ DANIEL
 MARIA ELMA CORTEZ
 3604 TULIPAN ST
 MISSION TX 78573

T0940-02-000-0063-00 (514526)
 GUZMAN PABLO JR & ROSALINDA
 2309 BETO DR
 MISSION TX 78574

T0940-02-000-0064-00 (514527)
 DIANAS ZULEIGH
 3600 TULIPAN ST
 MISSION TX 78573

T0940-02-000-0065-00 (514528)
 ELIZONDO JOSE & GUADALUPE L
 3510 TULIPAN ST
 MISSION TX 78573

T0940-02-000-0066-00 (514529)
 MENDIOLA GUADALUPE
 3508 TULIPAN ST
 MISSION TX 78573

T0940-02-000-0067-00 (514530)
 JIMENEZ MARIA DE LOURDES
 3506 TULIPAN ST
 MISSION TX 78573

T0940-02-000-0068-00 (514531)
 LAND GRABBER LLC
 550 W 3 MILE LINE
 PALMHURST TX 78573

T0940-02-000-0069-00 (514532)
 MORENO JUANITA
 3500 TULIPAN ST
 MISSION TX 78573

T0940-02-000-0070-00 (514533)
 GARZA MAGDALENA
 3410 TULIPAN ST
 MISSION TX 78573

V3815-00-000-0021-00 (511957)
 GALVAN ISELA G & GERARDO
 2000 RAMIREZ LN
 MISSION TX 78573

V3815-00-000-0022-00 (511958)
 ACOSTA JAVIER H & MINERVA V
 2002 RAMIREZ LANE
 MISSION TX 78573

V3815-00-000-0023-00 (511959)
 SANCHEZ NOHELIA
 1912 RAMIREZ LN
 MISSION TX 78573

V3815-00-000-0024-00 (511960)
PONCE ELVA
1914 RAMIREZ LN
MISSION TX 78573

V3815-00-000-0025-00 (511961)
ALVARADO LAURA I
2008 RAMIREZ LN
MISSION TX 78573



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

PRESENTED BY: Susana De Luna, Interim Planning Director

AGENDA ITEM: Conditional Use Permit: Institutional Use (New Mausoleum) in an AO-I Zone, 3611 N. Taylor Road, All of Valley Memorial Gardens West Garden of Glory Phase 3 Subdivision, AO-I, Valley Memorial Gardens, Adoption of Ordinance #____ - De Luna

NATURE OF REQUEST:

On November 20, 2024 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site is located ½ mile north of Mile 2 Road along the west side of Taylor Road. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Staff recommends approval for life of use subject to: 1) Must comply with all City Codes (Building, Fire, etc.); and 2) CUP to be transferable to others.

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT FOR INSTITUTIONAL USE (NEW MAUSOLEUM) IN AN AO-I ZONE, 3611 N. TAYLOR ROAD, ALL OF VALLEY MEMORIAL GARDENS WEST GARDEN OF GLORY PHASE 3 SUBDIVISION

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of November 20, 2024, the Planning and Zoning Commission of the City of Mission upon duly recognized motion and second, voted to recommend to the City Council that the conditional use permit shown below be granted.

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Monday, December 16, 2024, in the Council Chambers of the City Hall to consider the following conditional use permit:

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

Legal Description	Type	Conditions of Approval
3611 N. Taylor Road All of Valley Memorial Gardens West Garden of Glory Phase 3 Subdivision	Institutional Use (New Mausoleum) in an AO-I Zone	1. Life of Use 2. Must comply with all City Codes (Building, Fire, etc.); and 3. CUP to be transferable to others.

READ, CONSIDERED AND PASSED, this the 16th day of December, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ITEM# 1.2

CONDITIONAL USE PERMIT: Institutional Use (New Mausoleum) in an AO-I Zone
 3611 N. Taylor Road
 All of Valley Memorial Gardens West Garden
 of Glory Phase 3 Subdivision
 AO-I
 Valley Memorial Gardens

REVIEW DATA

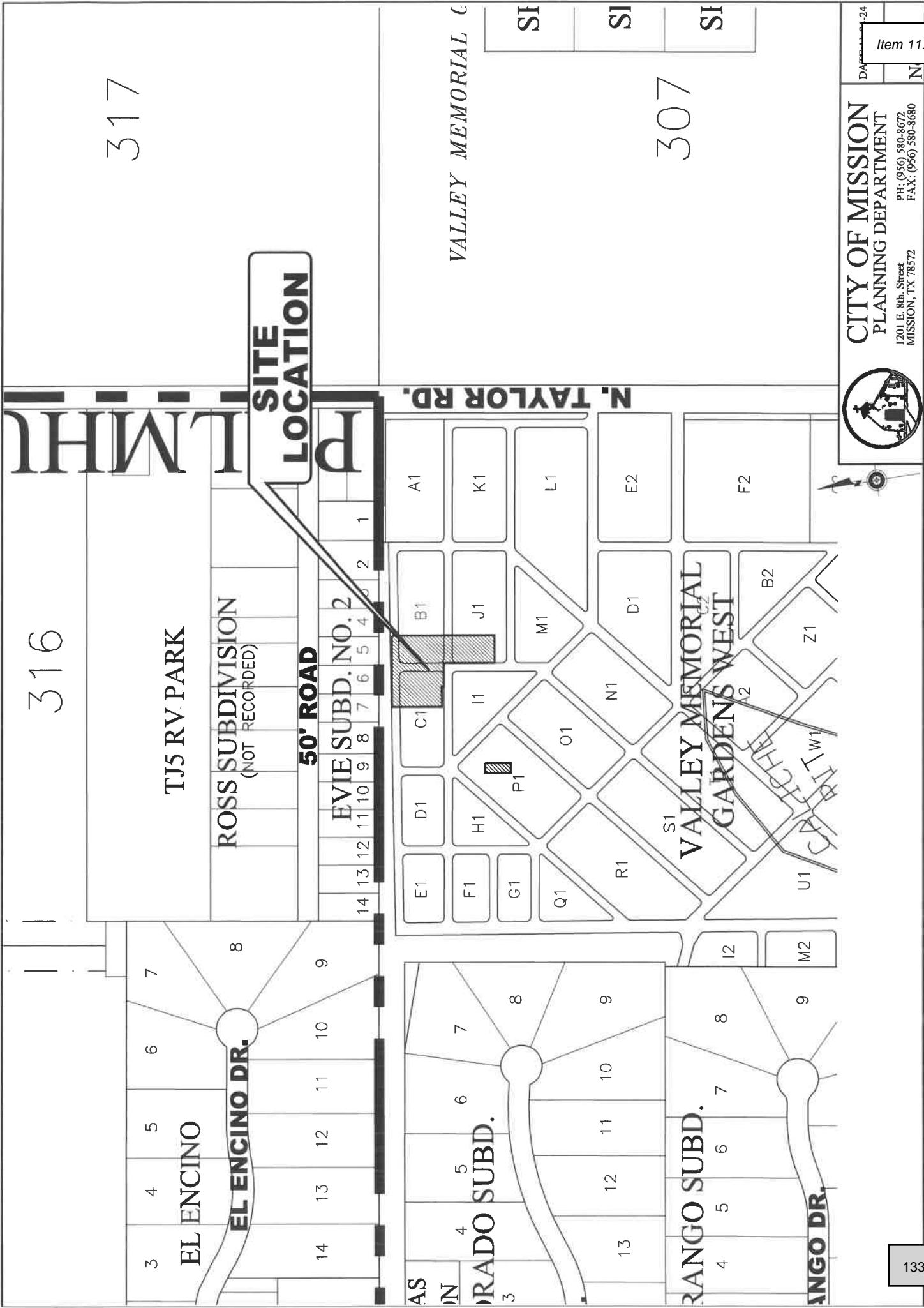
The subject site is located ½ mile north of Mile 2 Road along the west side of Taylor Road. Valley Memorial Gardens West was recorded in 1987 and was annexed into the City of Mission in June 2008. The property included several structures, including a funeral home, cemetery offices, underground mausoleums and two existing above ground mausoleums. Now, the proposal is to build a new 1,423 sq.ft. concrete cast-in-place mausoleum with a 269 sq.ft. interior space for the internment and visitation of urns. Access to the site is through a paved driveway off of Taylor Road. The last CUP approved for the construction of the 3rd above ground mausoleum was on August 27, 2012.

- **Days & Hours of Operation:** Monday – Friday from 8 a.m. to 5 p.m., and Saturday from 9 a.m. to 3 p.m. (Funeral Home hours vary)
- **Employees:** 32 employees (included all Funeral Home & Cemetery Staff)
- **Parking & Landscaping:** In regards to the parking, there are 96 parking spaces, including 4 ADA spots, plus a long driveway that wrapped around the entire cemetery/mausoleum site that also allowed for parking during visitation. An ADA drop-off and loading zone is proposed to be added next to the proposed new mausoleum. The landscaping requirements are being met.

REVIEW COMMENTS: Staff mailed out 1 notice to property owners within 200' radius and staff has not received any comments in favor or against the request. With such a low-key operation and the fact that staff has not received any complaints from any adjoining properties, staff does not object to the CUP or the construction of the new mausoleum.

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

- 1) Must comply with all City Codes (Building, Fire, etc.), and
- 2) CUP to be transferable to others



316

317

TJ5 RV PARK

ROSS SUBDIVISION
(NOT RECORDED)

50' ROAD

EVIE SUBD. NO. 2

RANGO SUBD.

RANGO SUBD.

VALLEY MEMORIAL
GARDENS WEST

VALLEY MEMORIAL C

307

SI

SI

SI



CITY OF MISSION
PLANNING DEPARTMENT
 1201 E. 8th. Street
 MISSION, TX 78572
 PH: (956) 580-8672
 FAX: (956) 380-8680

Item 11.

316

317

TJ5 RV PARK

ROSS SUBDIVISION
(NOT RECORDED)

50' ROAD

EVIE SUBD. NO. 2

N. TAYLOR RD.

ORADO SUBD.

VALLEY MEMORIAL
GARDENS WEST

ANGO DR.

**SITE
LOCATION**

VALLEY MEMORIAL C

SI

SI

SI

307



CITY OF MISSION
PLANNING DEPARTMENT
1201 E. 8th Street
MISSION, TX 78572
PH: (956) 580-8672
FAX: (956) 380-6680

DATE: 11-24
Item 11.

200' RADIUS MAILOUT MAP



PRELIMINARY SET
NOT FOR
CONSTRUCTION

JURISDICTION
APPROVAL STAMP

PROJECT TITLE
FUNERARIA DEL
ANGEL VALLEY
MEMORIAL GARDENS

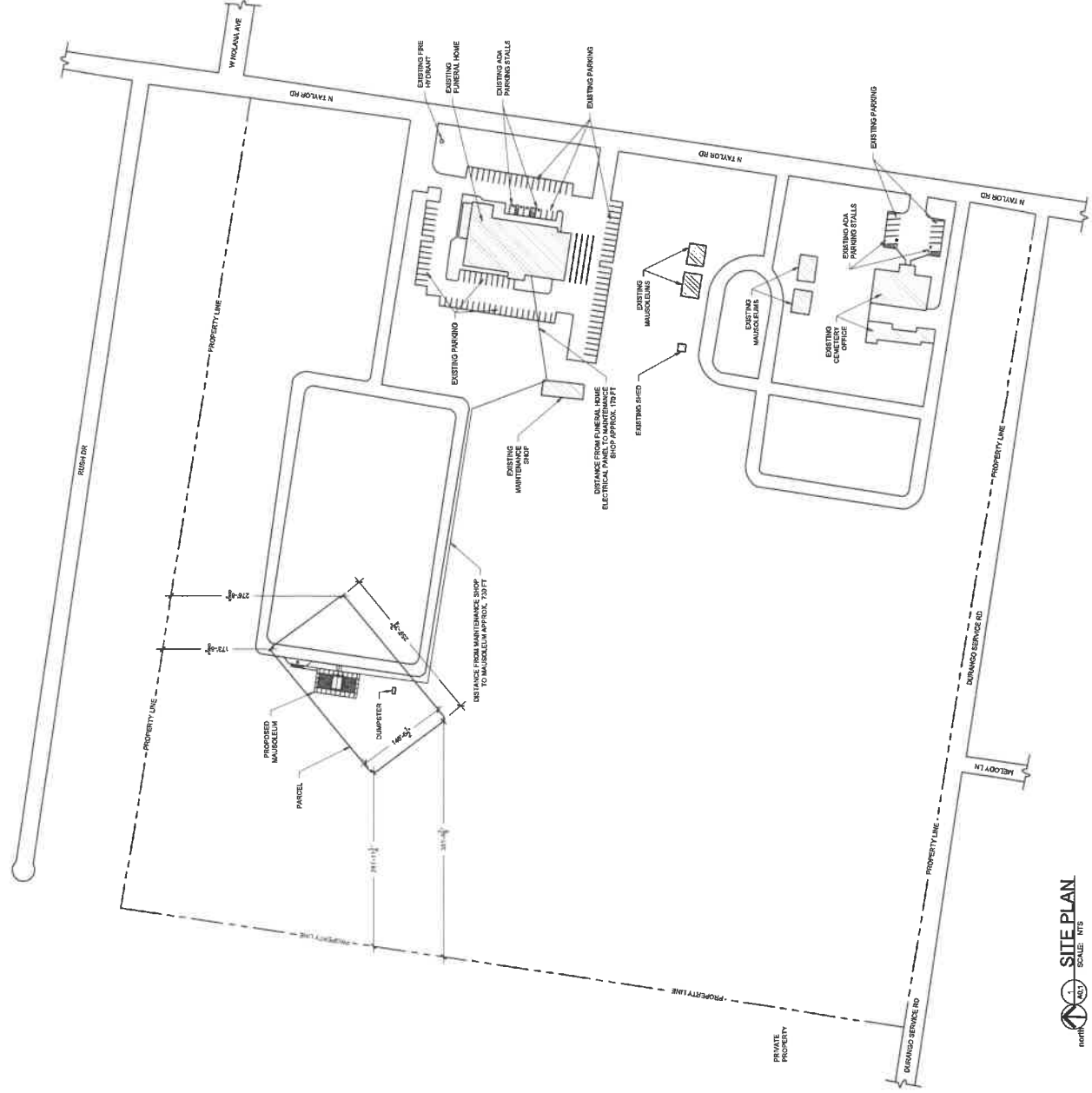
OWNER INFORMATION
SCI TEXAS FUNERAL
SERVICES DBA FUNERIAL
DEL ANGEL & MEMORIAL
GARDENS

DRAWING TITLE
SITE PLAN

REVISION
NO. DATE

PROJECT INFORMATION
SCALE: 1/8" = 1'-0"
SHEET NO. 11
DATE: 11/11/11
DRAWN BY: AD

Item 11.



1/8" = 1'-0"
SITE PLAN
SCALE: NTS

LEGEND
 - - - - - PROPERTY LINE
 = = = = = CEMETERY ROAD

NOTE:
WALK & SIDEWALK REQUIREMENTS
 • SLOPE = 1 IN 20 MAX.
 • CHANGE IN LEVEL = MAX 3/4" - 2" REVELED (12)
 • 1 VERTICAL TO 2 HORIZONTAL
 • CROSS SLOPE = MAX 1/4" PER FOOT
 • SWING SIDE AND 48" WIDE 144" DEEP ON PUSH SIDE.
 • SWING SIDE STRIKE EDGE CLEARANCE = 24"
 • HANDRAIL NOT REQUIRED

PRELIMINARY SET:
NOT FOR
CONSTRUCTION

JURISDICTION
APPROVAL STAMP

PROJECT TITLE
FUNERARIA DEL
ANGEL & VALLEY
MEMORIAL GARDENS

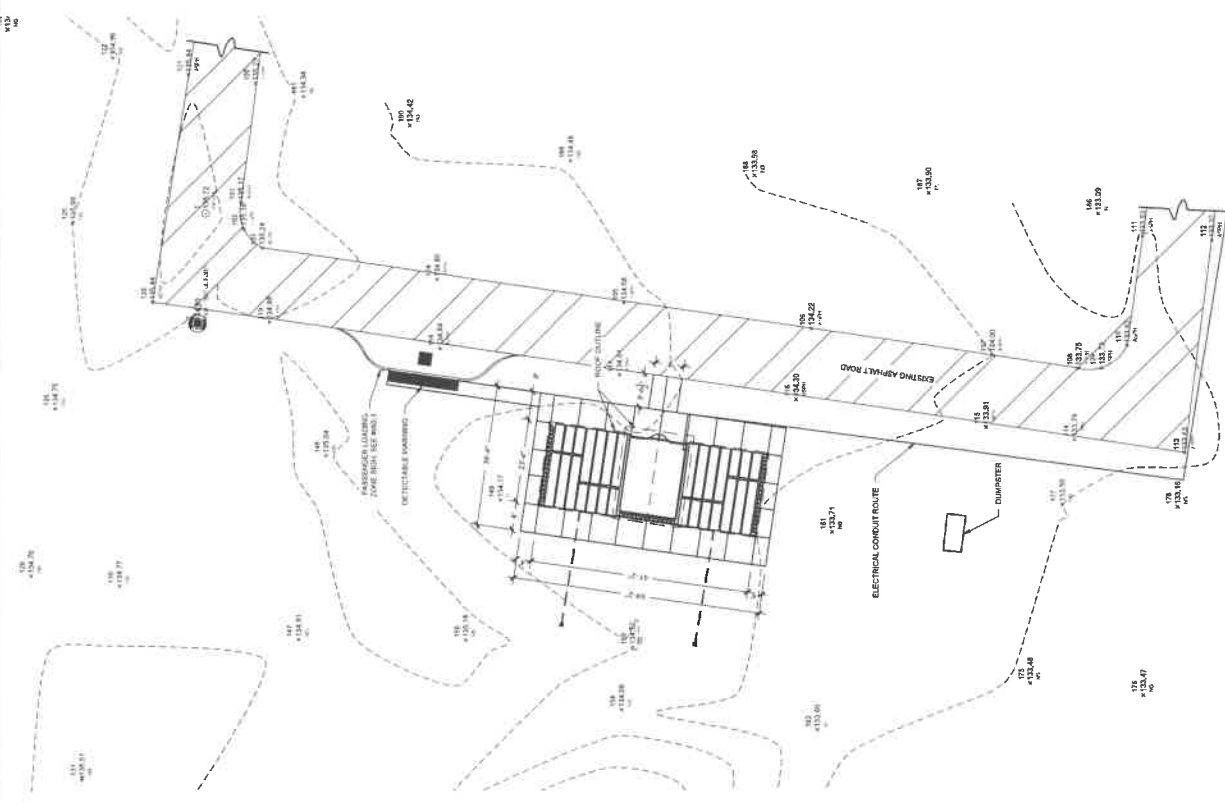
OWNER INFORMATION
SCI TEXAS FUNERAL
SERVICES DBA FUNERARIA
DEL ANGEL & MEMORIAL
GARDENS

DRAWING TITLE
ENLARGED
SITE PLAN

REVISION
NO. DATE

PROJECT INFORMATION
PROJECT NO. 2024-001
DATE: 10/25/24
DRAWN BY: [Redacted]
CHECKED BY: [Redacted]
SCALE: NTS
SHEET NO. A02

Item 11.



ENLARGED
SITE PLAN
SCALE: NTS



New Mausoleum Proposal at
Funeraria Del Angel and Valley Memorial Gardens
3611 North Taylor Road, Mission, TX 78573



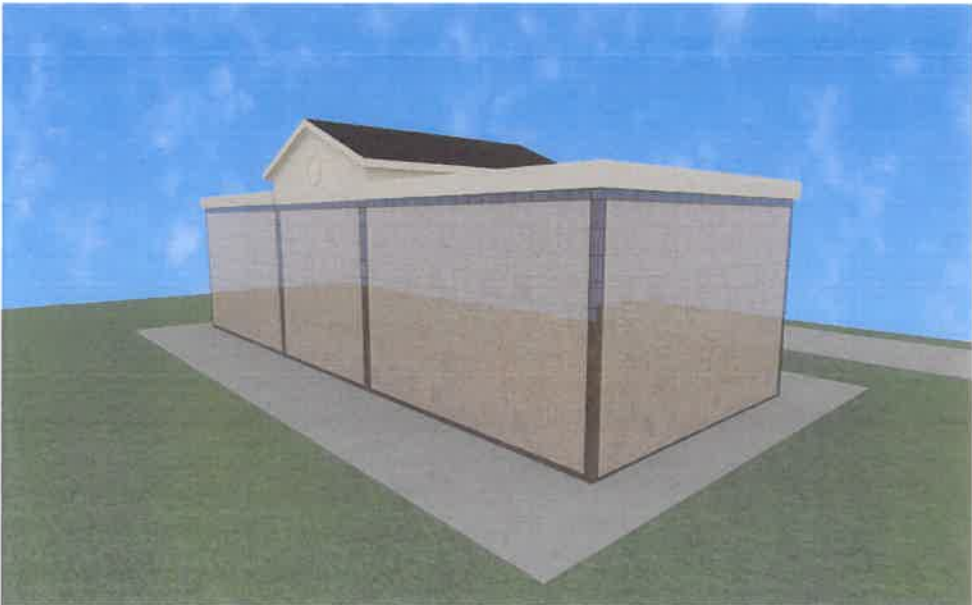
FRONT VIEW



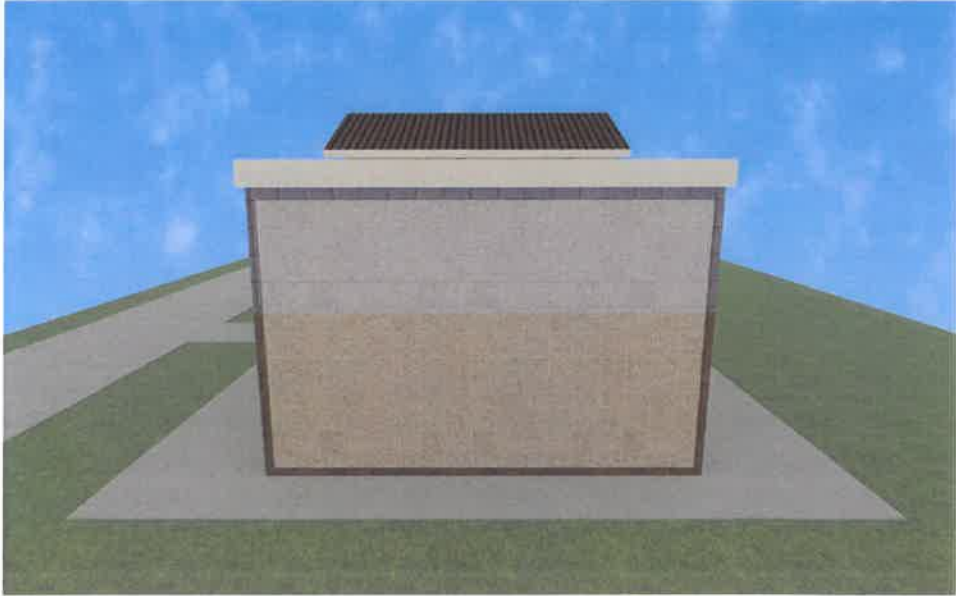
REAR VIEW



FRONT VIEW ANGLED



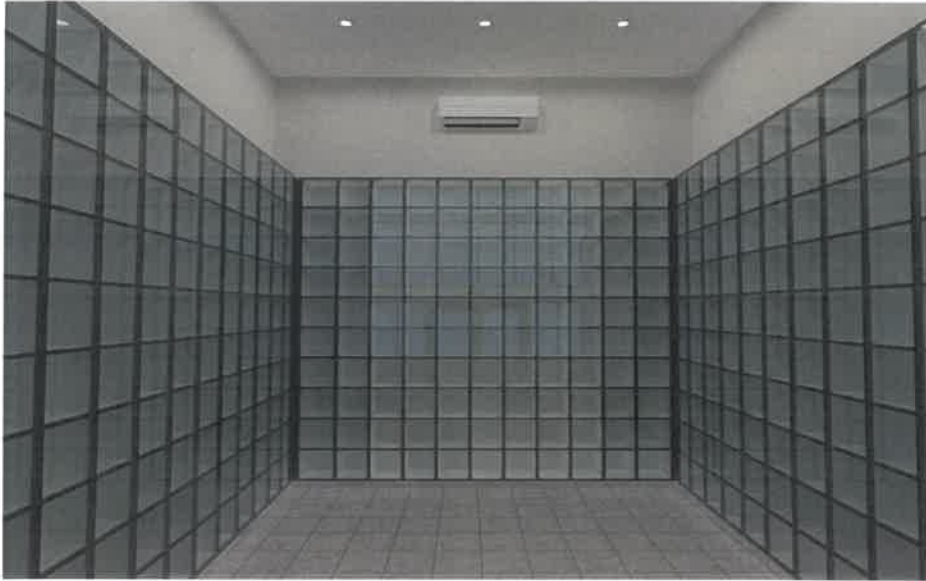
REAR VIEW ANGLED



SIDE VIEW



ENTRANCE



INTERIOR SPACE

*Please note this design is not exact. The glass front niche design is handled directly by the owner and done (and installed) after construction is completed.

V1295-00-000-0000-00 (313201)
VALLEY MEMORIAL GARDENS INC
PO BOX 130548
HOUSTON TX 77219



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

PRESENTED BY: Susana De Luna, Interim Planning Director

AGENDA ITEM: Conditional Use Permit: To Keep a RV “Temporarily” To care for Health Stricken Parent, 4034 Lopez Street, Lots 37-40, Block 9, Madero Tex Townsite, AO-I, Ofelia Cisneros, Adoption of Ordinance #_____ - De Luna

NATURE OF REQUEST:

On December 4, 2024 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site is located approximately 100’ north of Bogamilla Street along the West side of Lopez Street. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Staff recommends approval subject to: 1) 1 year re-evaluation to assess the need; 2) Compliance with all City Codes (Building, Fire, and Health Codes; etc.); 3) Recording of document on removal of RV when need for second residence expires; and 4) CUP not to be transferable to others.

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager’s Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A CONDITIONAL USE PERMIT TO KEEP A RV “TEMPORARILY” TO
CARE FOR HEALTH STRICKEN PARENT , 4034 LOPEZ STREET, LOTS 37-40, BLOCK
9, MADERO TEX TOWNSITE**

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

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Monday, December 16, 2024, in the Council Chambers of the City Hall to consider the following conditional use permit:

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

Legal Description	Type	Conditions of Approval
4034 Lopez Street Lots 37-40, Block 9, Madero Tex Townsite	To Keep a RV “Temporarily” To care for Health Stricken Parent	<ol style="list-style-type: none"> 1. 1 year re-evaluation to assess the need 2. Compliance with all City Codes (Building, Fire, and Health Codes, Etc.) 3. Recording of document on removal of RV when need for second residence expires; and 4. CUP not to be transferable to others

READ, CONSIDERED AND PASSED, this the 16th day of December, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ITEM# 1.2

CONDITIONAL USE PERMIT: To Keep a RV “Temporarily”
 To care for Health Stricken Parent
 4034 Lopez Street
 Lots 37-40, Block 9, Madero Tex Townsite
 AO-I
 Ofelia Cisneros

REVIEW DATA

The subject site is located approximately 100’ north of Bogamilla Street along the west side of Lopez Street. Ms. Ofelia Cisneros is requesting that the Board considers allowing her to keep her RV on the property to care for her elderly mother. Her mother, Mrs. Martha M. Rodriguez has her main residence thereon. Mrs. Rodriguez is 74 years old suffers dementia and requires general assistance and care. Ms. Cisneros has been caring for her mother and living in the RV for approximately 8 months. Ms. Cisneros intentions are to continue living in the RV temporarily while she gathers funds to add to the existing 300 sq. ft. home. Staff notes that the RV has its own electrical meter and the water is shared from the residence, once the use is not longer needed the RV and electrical meter would be removed. Staff notes that the home was constructed in 1968 as per HCAD records which was currently outside the City limits of Mission. This area was annexed into the City on March 9, 1998.

REVIEW COMMENTS: Staff notes that the Board has approved other similar request but it has always been a mobile home not RV’s. Staff mailed out 38 notices to property owners within 200’ radius and staff has not received any comments in favor or against this request. The applicant submitted several letters and signatures in support of the request from some of the surrounding neighbors, however they were not listed as the property owners according to the appraisal district records. Only 1 out of the 4 letters could be counted within the radius.

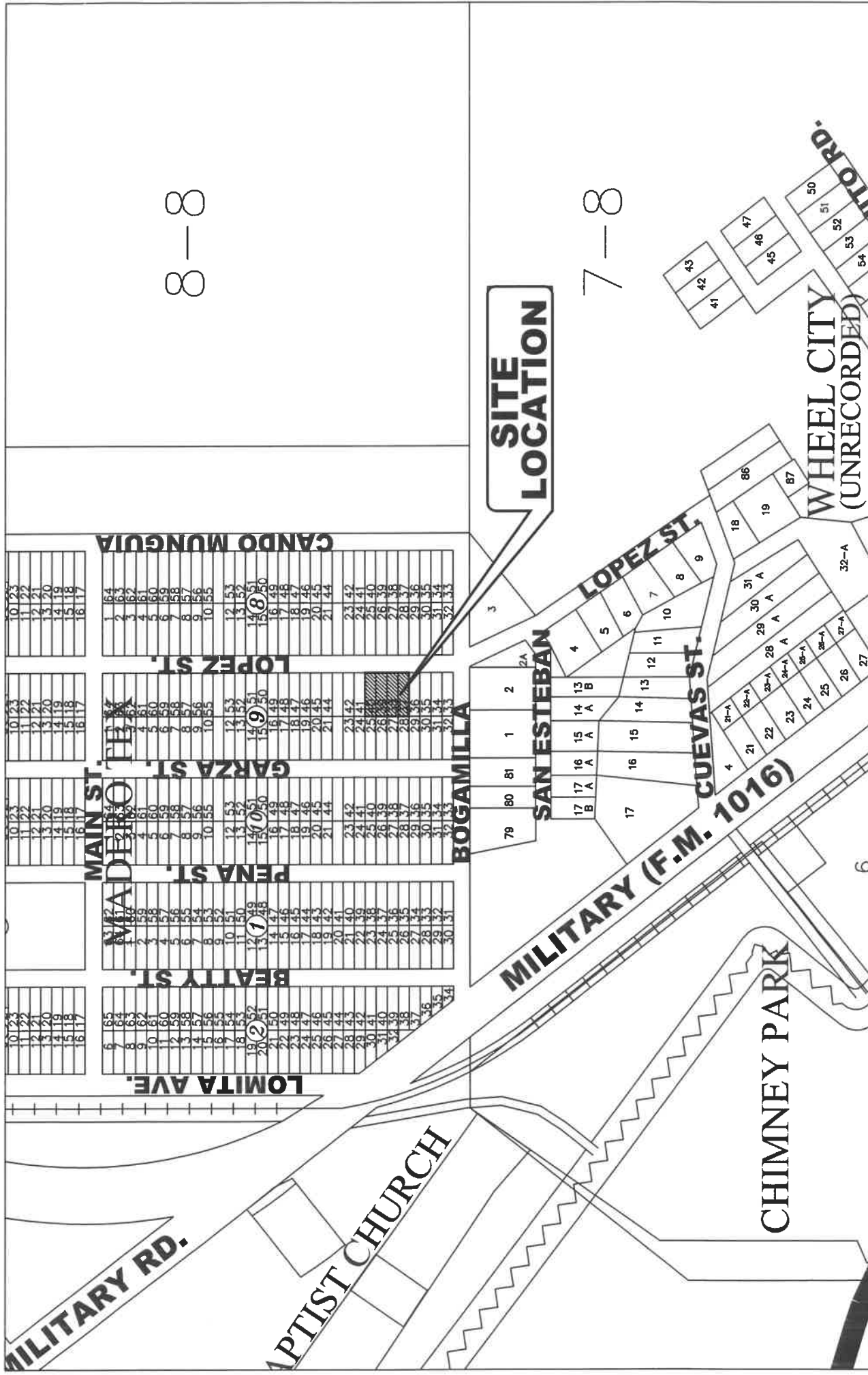
RECOMMENDATION: Staff recommends approval subject to:

1. 1 year re-evaluation to assess the need,
2. Compliance with all City Codes (Building, Fire, and Health Codes, etc.),
3. Recording of document on removal of RV when need for second residence expires, and
4. CUP not to be transferable to others

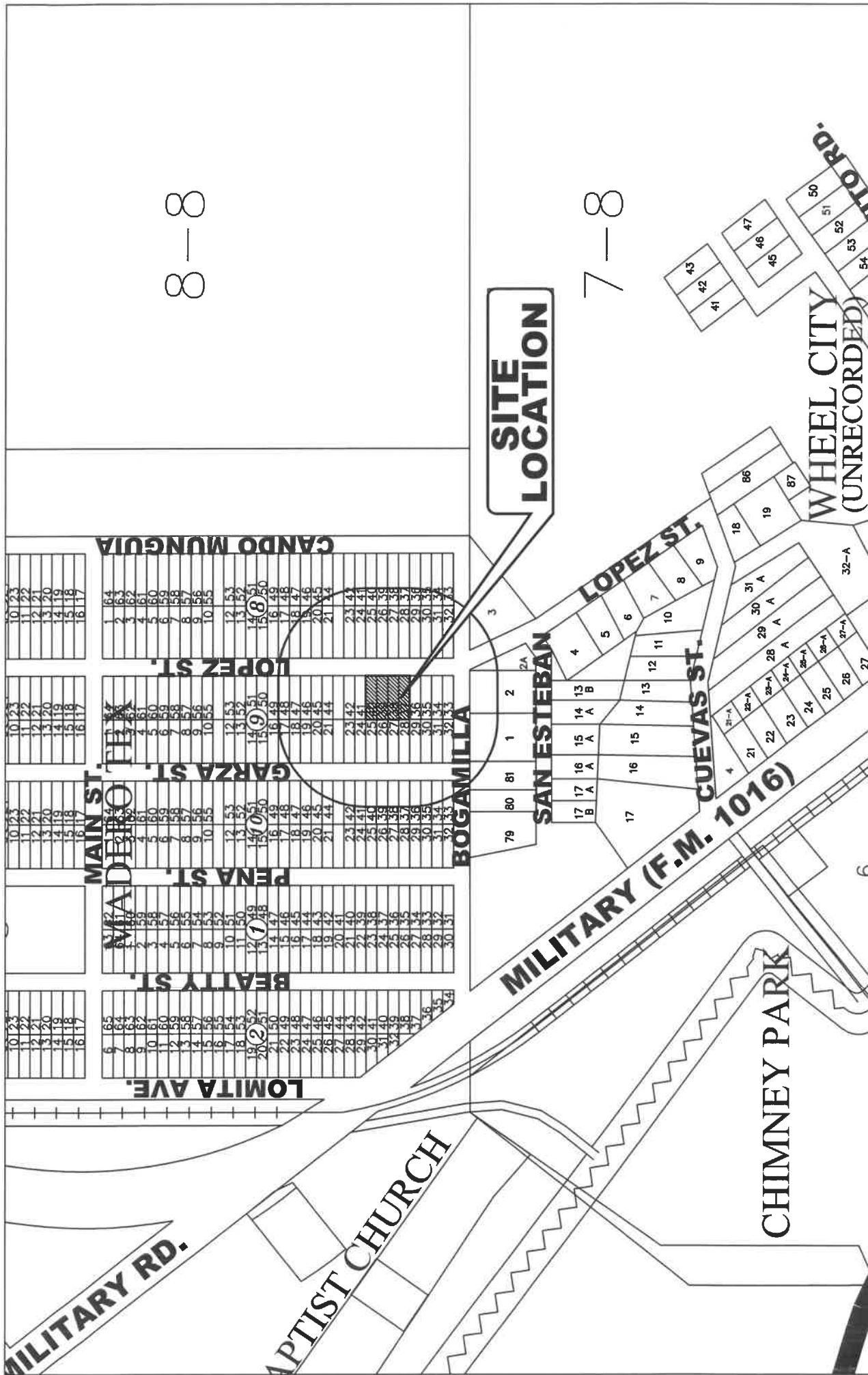
8-8

7-8

SITE LOCATION



CITY OF MISSION
 HIDALGO COUNTY, TEXAS
 1201 E. 8th Street
 MISSION, TX 78572
 PH: (956) 360-8672
 FAX: (956) 360-8680



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

200' RADIUS MAILOUT MAP

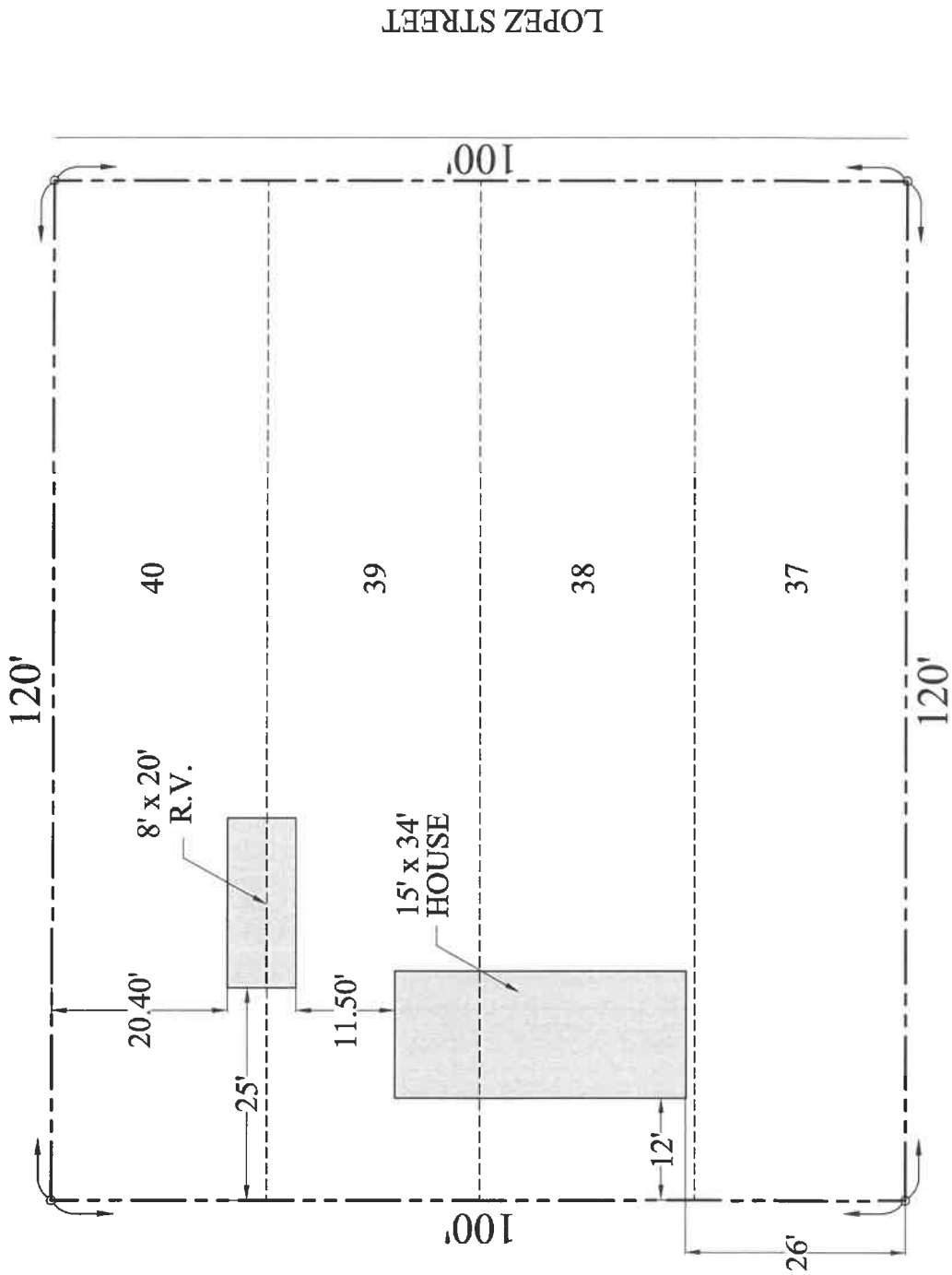
Item 12.



CITY OF MISSION
HIDALGO COUNTY, TEXAS

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

SCALE: 1" = 20'





To Whom It May Concern:

My name is Sylvia Martinez I have been a neighbor to Martha and Ofelia for more than 30 years. Ofelia has the trailer there next to her moms house because she lives there to care for her. The trailer being there does not bother us. They have been great neighbors and we take care of each other.

Any questions feel free to call me at 956-205-5846.

Sylvia Martinez

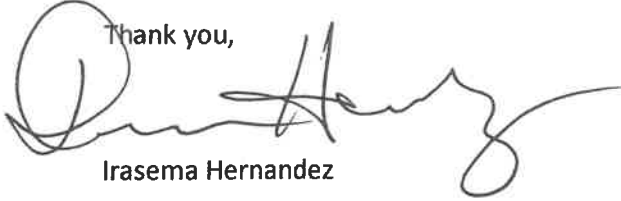
3947 Lopez St.
Mission, TX.
78572

To whom it may concern:

10/31/2024

I am Irasema Hernandez a lifelong neighbor of Ofelia Cisneros. I wanted to state that in no way is her travel trailer to be a eye soar or any kind of inconvenience. Please if you have any questions please contact me @ 956-984-9399.

Thank you,

A handwritten signature in black ink, appearing to read 'Irasema Hernandez', with a large, stylized initial 'I'.

Irasema Hernandez

To whom it may concern
 my name is
 and I live at

and it doesn't bother
 me that Ofelia Cisneros
 stays in her trailer
 until they make the
 house bigger so she
 can live inside with her
 mom which really needs
 the help.

Thank You.

Charles Flores

Vilia FLORES

301 Bagamilita

956 890 7035 Vilia

956 379 2944 Arnoldo

Justino A. Rouse 956-391-7388

Sara Cavazos 956-222-1233

3839 Lopez St

Mission, Madero

Christina Trevino
3938 Beatty st.
Mission, Tx. 78572
Xtina528@yahoo.com
10-31-24

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

Re: Support Letter for Ofelia Cisneros

To Whom It May Concern,

I am writing to express my full support for Ms. Ofelia Cisneros and her request to keep her trailer on her property in Madero. I have known Ofelia for over 30 years, during which time she has proven to be one of the most reliable, trustworthy, and upstanding people I know. Her kindness, integrity, and dedication to her community are unwavering, and she is truly a beloved member of our neighborhood.

Throughout the years, I have seen firsthand the countless ways Ofelia has helped those around her. She is always there to lend a hand to neighbors in need, offering her time and support whenever it is required. She has consistently demonstrated her loyalty, not only to her friends and family but also to her community. It's rare to find someone as devoted and selfless as Ofelia, and her positive impact on everyone around her is undeniable.


Ofelia's trailer is an essential part of her lifestyle and has never caused any disruptions or issues within the neighborhood. It's important for her to have this on her property, as it provides a sense of stability and comfort that she greatly values. Allowing her to keep her trailer will enable her to continue residing peacefully in a manner that best suits her needs.

I respectfully ask the City of Mission to consider the exceptional character of Ofelia Cisneros and permit her to maintain her trailer on her property. She is a deeply respected member of our community, and her request comes from a place of genuine necessity. Please do not hesitate to contact me should you require further details about Ofelia's character or her positive contributions to our neighborhood.

Thank you for your time and consideration in this matter.

Sincerely,

Christina Trevino



956-890-6506

Medication Profile Record

Corazon con Corazon ADC,
 1300 S. Bryan Rd. Ste 103
 Mission, TX. 78572
 PH: (956) 584-7001

Name: Marta Rodriguez Morales Allergies: None

Medication / RX	DX / Doctor	Date Started	Date D/C	RX #
Mefenamic acid 500mg 2 tabs PO BID				
Gabapentin 100mg 3 tabs PO TID				
Carbamazepine 40mg 1 tab PO QD				
Gabapentin 100mg 2 tabs PO QD				
Axrovalstatin 10mg 1 tab PO QD				
Zoloft 100mg 1 tab PO QD				
Namenda 10mg 1 tab PO QD				
Risperdal 3mg 1 tab PO QD				
Donepezil 10mg 1 tab PO QD				
Vesicare 10mg 1 tab PO QD				
Dicyclomine 10mg 1 cap PO QD				
Chlorthalidone 25mg 1 tab PO QD				
Vit D 2 1.25g 1 cap 2x weekly				
Clonazepam 1mg 1 cap PO QD				
Tresiba Fentanyl 25mcg 5 tabs SQ QD				
Pharmacy: <u>TUC</u>				
Telephone Number: <u>956-583-2700</u>				

Medication Profile Record

Corazon con Corazon Adult Day Care
 1300 S. Bryan Rd Suite 103
 Mission, TX 78572

Name: Navita Mercedes Rodriguez Allergies: None

Medication / RX	DX/Doctor	Date Started	Date D/C	RX #
Famotidine 40mg tabs PRN				
Risperidone 2mg tabs PO QD				
Aripiprazole long acting tabs PO QD				
Donepezil 10mg tabs PO QD				
Memantine 15mg tabs PO QD				
Levetiracetam 500mg tabs PO QD				
Escitalopram 10mg tabs PO QD				
Ticagrelor 90mg tabs PO QD				

Pharmacy: Maeg Center RN
 Telephone Number: _____
 Review Date: _____

M0350-00-008-0017-00 (225973)
MUNGUIA ILSA
ADELFINA P MUNGUIA
3940 LOPEZ ST
MISSION TX 78572

M0350-00-008-0023-00 (225975)
MARTINEZ RAUL & SYLVIA
3947 LOPEZ ST
MISSION TX 78572

M0350-00-008-0028-00 (225980)
CHAVEZ BLANCA
4039 LOPEZ ST
MISSION TX 78572

M0350-00-008-0038-00 (225984)
MUNGUIA HIPOLITO JR & ESMERALDA M
4034 CANDO MUNGUIA
MISSION TX 78572

M0350-00-008-0046-00 (225987)
MORENO LORENZO JR
3942 CANDO MUNGUIA ST
MISSION TX 78572

M0350-00-009-0026-00 (226001)
NAVARRO TERESA
4030 GARZA ST
MISSION TX 78572

M0350-00-009-0035-00 (501802)
LOPEZ DANIEL JR
205 BOGAMILIA ST
MISSION TX 78572

M0350-00-009-0042-00 (226007)
RODRIGUEZ MARTA
4012 LOPEZ
MISSION TX 78572

M0350-00-010-0033-00 (226030)
GONZALEZ CASIMIRO SR SR
C/O BEATRIZ RAMOS
3811 GARZA ST
MISSION TX 78572

M0350-00-010-0041-00 (226033)
ALANIZ LEONARDO JR & SAN JUANITA
3908 GARZA ST
MISSION TX 78572

M0350-00-008-0019-00 (225974)
MUNGUIA ILSA
ADELFINA P MUNGUIA
3940 LOPEZ ST
MISSION TX 78572

M0350-00-008-0025-00 (225977)
BARBOSA LUIS JR & MARIA C
4033 LOPEZ ST
MISSION TX 78572

M0350-00-008-0030-00 (225981)
VILLARREAL LIVIA
2224 DOMINGO TREVINO DR
MISSION TX 78572

M0350-00-008-0041-00 (509680)
RUIZ MARISOL MUNGUIA
3910 CANDO MUNGUIA
MISSION TX 78572

M0350-00-009-0014-00 (225999)
CAVAZOS HUMBERTO
3937 GARZA ST
MISSION TX 78572

M0350-00-009-0029-00 (226002)
LOPEZ DANIEL JR & ORLANDO TRUSTEES
205 BOGAMILIA ST
MISSION TX 78572

M0350-00-009-0037-00 (226005)
MORALES SANTANA
C/O ESPECIALES PENA
3300 EBONY AVE
MCALLEN TX 78501

M0350-00-009-0044-00 (226008)
ANZALDUA JESSICA
3936 LOPEZ ST
MISSION TX 78572

M0350-00-010-0035-00 (226031)
RAMOS NOEMI
3811 GARZA ST
MISSION TX 78572

M0350-00-010-0044-00 (226034)
GARCIA ROEL & THALIA BRIGITTE HINOJOSA
3940 GARZA ST
MISSION TX 78572

M0350-00-008-0020-00 (524009)
VALVERDE RICARDO JR & NATALIE
1212 LAREDO ST
MISSION TX 78572

M0350-00-008-0027-00 (225979)
ESTRADA OTILA MUNGUIA
4037 LOPEZ ST
MISSION TX 78572

M0350-00-008-0036-00 (225983)
MUNGIA OTILA ESTRADA
4037 LOPEZ ST
MISSION TX 78572

M0350-00-008-0044-00 (225985)
MORENO ERNESTO & ERNESTO JR
3942 CANDO MUNGUIA ST
MISSION TX 78572

M0350-00-009-0023-00 (226000)
HERNANDEZ ELVIRA B
3901 GARZA ST
MISSION TX 78572

M0350-00-009-0033-00 (226003)
LOPEZ MARIO H & YOLANDA
205 BOGAMILIA
MISSION TX 78572

M0350-00-009-0041-00 (226006)
RODRIGUEZ MARTA
4012 LOPEZ
MISSION TX 78572

M0350-00-009-0048-00 (563512)
MEDRANO JULIAN & CAROLINA
3838 LOPEZ ST
MISSION TX 78572

M0350-00-010-0038-00 (226032)
NAVEJAR ISIDRO O & YOLANDA
4030 GARZA ST
MISSION TX 78572

M0350-00-010-0045-00 (226035)
CRUZ AZUCENA GUTIERREZ
PRESA DEL PALMITO NO 220
COL HERCILIA MIGUEL ALEM
MEXICO

M0350-00-010-0046-00 (226036)
MARTINEZ CORA & EDWARD
3538 LOPEZ ST
MISSION TX 78572

W4750-00-000-0000-00 (328469)
CERDA MANUEL
200 BOGAMILLIA
MISSION TX 78572

W4750-00-000-0001-00 (328474)
ORTIZ BRENDA LEE
c/o JUAN MANUEL ORTIZ
204 BOGAMILIA
MISSION TX 78572

W4750-00-000-0002-00 (328475)
BARRANCO ARMANDO & VANESSA LYZETTECERDA MANUEL A & ANALILIA
208 BOGAMILIA
MISSION TX 78572

W4750-00-000-0002-10 (328476)
CERDA MANUEL A & ANALILIA
4104 LOPEZ ST
MISSION TX 78572

W4750-00-000-0003-00 (328477)
REBORA ALEJANDRO
4200 LOPEZ ST
MISSION TX 78572

M0350-00-009-0019-05 (641625)
CAVAZOS HUMBERTO JR
3931 GARZA ST
MISSION TX 78572

M0350-00-009-0046-01 (702856)
ESPINO JUAN JOSE JR & YARITZA E
604 ERMA AVE
MISSION TX 78572



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

PRESENTED BY: Susana De Luna, Interim Planning Director

AGENDA ITEM: Conditional Use Permit: Sale & On-Site Consumption of Alcoholic Beverages – 100% Antojitos Mexicanos, 2306 E. Interstate Hwy 2, Ste. 1 & 2, Lot 1, Cimarron Crossing Ph. I Subdivision, C-3, 100% Antojitos Mexicanos, Inc. Adoption of Ordinance #_____ - De Luna

NATURE OF REQUEST:

On December 4, 2024 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site is located near the SE corner of J.R. Drive and Expressway 83 along the Frontage Road. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Staff recommends approval for life of use subject to: 1) Compliance with all City Codes (Building, Fire, and Health Codes, etc.); and 2CUP not to be transferable to others.

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A CONDITIONAL USE PERMIT FOR THE SALE & ON-SITE
CONSUMPTION OF ALCOHOLIC BEVERAGES – 100% ANTOJITOS MEXICANOS,
2306 E. INTERSTATE HWY 2, STE. 1&2, LOT 1, CIMARRON CROSSING PH. I
SUBDIVISION**

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

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Monday, December 16, 2024, in the Council Chambers of the City Hall to consider the following conditional use permit:

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

Legal Description	Type	Conditions of Approval
2306 E. Interstate Hwy 2, Ste. 1 & 2 Lot 1, Cimarron Crossing Ph. I Subdivision	Sale & On-Site Consumption of Alcoholic Beverages – 100% Antojitos Mexicanos	<ol style="list-style-type: none"> 1. Life of Use 2. Compliance with all City Codes (Building, Fire, and Health Codes, etc.); and 3. CUP not to be transferable to others.

READ, CONSIDERED AND PASSED, this the 16th day of December, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ITEM# 1.3

CONDITIONAL USE PERMIT: Sale and On-Site Consumption of Alcoholic Beverages – 100% Antojitos Mexicanos
 2306 E. Interstate Hwy 2, Ste. 1 & 2
 Lot 1, Cimarron Crossing Ph. I Subdivision
 C-3
 100% Antojitos Mexicanos, Inc.

REVIEW DATA

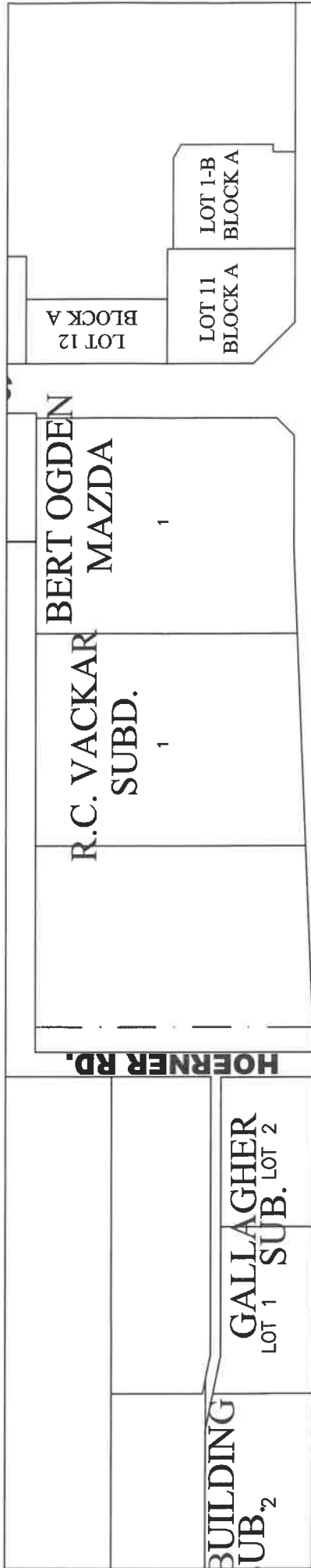
The subject site is located near the SE corner of J.R. Drive and Expressway 83 along the Frontage Road. The applicant has been operating this Mexican Restaurant since 2010. The restaurant is located at the east end of the commercial plaza with a drive-thru service window. This business previously had a Conditional Use Permit for the Sale & On-Site Consumption of Alcoholic Beverages but their TABC license recently expired, therefore the need to reapply. The last CUP approved for this location was on May 22, 2023 for life of use. Access to the site is via a 35' driveway from J.R. Drive and Cecilia Lane.

- **Hours of Operation:** Sunday – Thursday from 10:30a.m. to 10:00p.m., and Friday & Saturday from 10:30a.m. to 11:00p.m. Alcoholic beverages are only served during allowable State selling hours.
- **Staff:** 11 employees
- **Parking & Landscaping:** There are 122 total seating spaces, which require 41 parking spaces (122 seats/1 space for every 3 seats = 40.6 parking spaces). It is noted that the parking area is held in common (105 existing parking spaces) and is shared with other businesses. Landscaping is meeting code and is maintained.

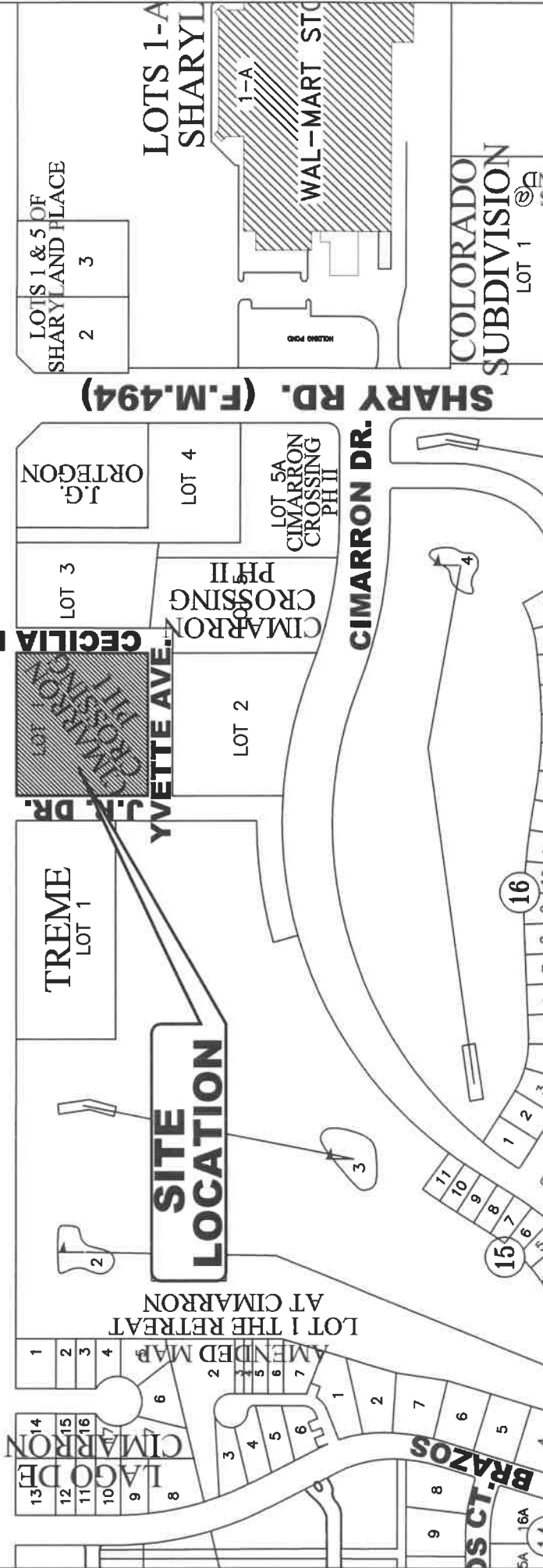
REVIEW COMMENTS: Staff notes that the applicant has complied with Health, Fire, Building and Sign Codes. Staff mailed out 7 notices to property owners within 200' radius and staff has not received any comments in favor or against this request. Since there have been no issues or concerns with this establishment staff does not object to approving the conditional use permit for an extended term.

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

1. Compliance with all City Codes (Building, Fire, and Health Codes, etc.), and
2. CUP not to be transferable to others.



U.S. EXPRESSWAY 83

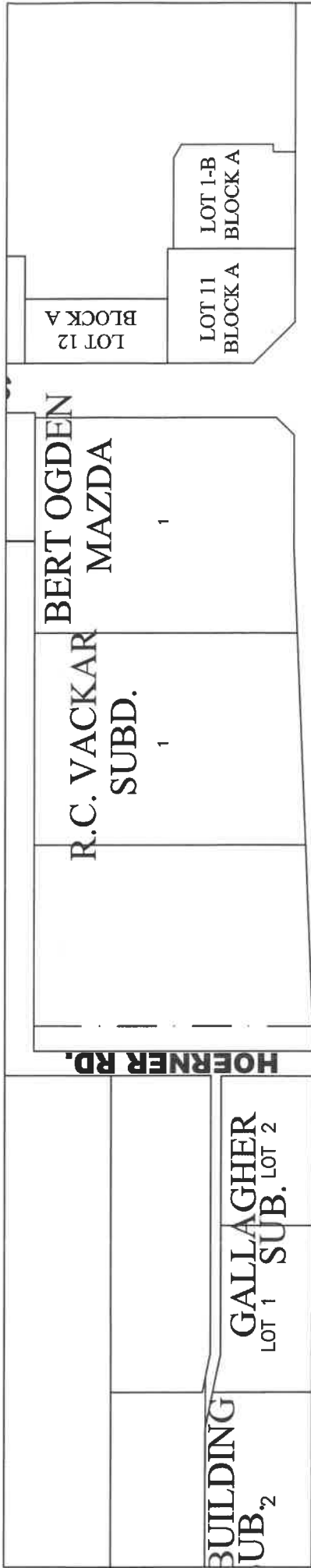


ITEM 13.

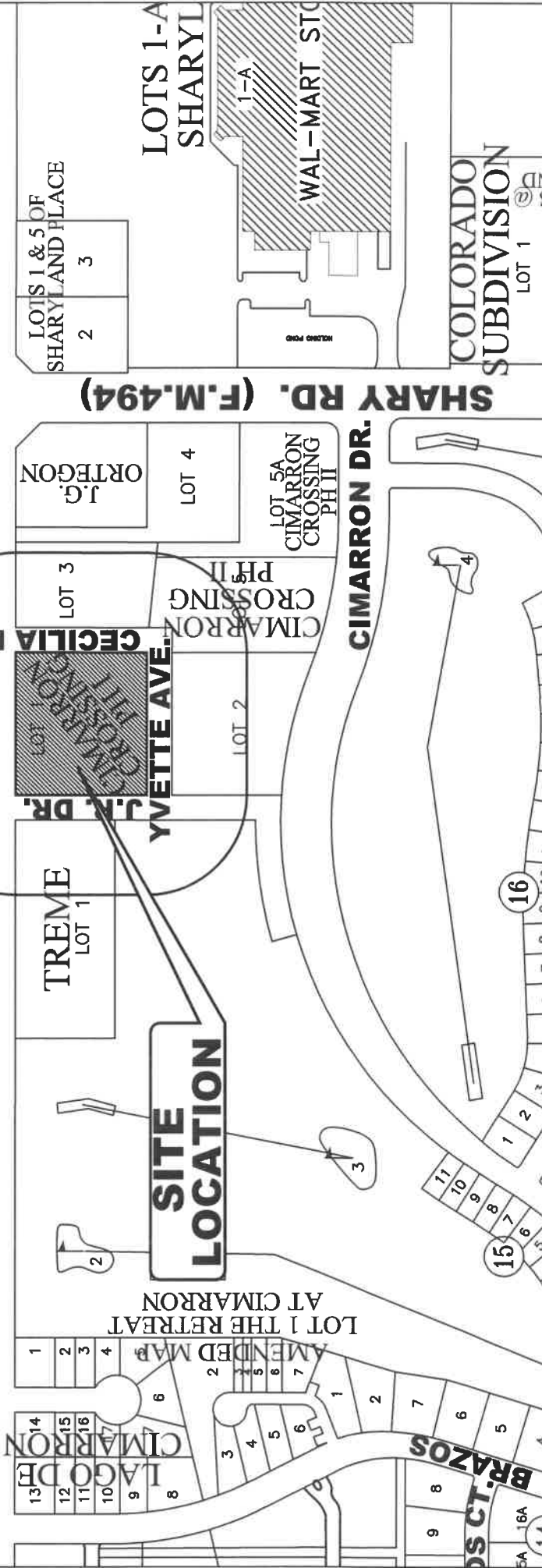
No

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

161



U.S. EXPRESSWAY 83



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

200' RADIUS MAILOUT MAP





Especiales Todos los dias

100AntojitosMexicanos.com



Lunes



Blanditas
\$7⁹⁹

Martes



Taco Individual
\$1⁴⁹

22



Paquete Familiar
\$39⁹⁹

Miercoles



Tostadas
\$7⁹⁹

Jueves



Sopes
\$7⁹⁹

Viernes



Flautas
\$7⁹⁹

Sabado



Tacos Plancha
\$7⁹⁹

Domingo



Tacos de Trompo
\$7⁹⁹

23

Charola



Taquizas Antojitos
\$79⁹⁹

24

ALTON 301 N. Alton Blvd. Suite 1 (956) 600-7050	MISSION 2306 E. Exp. 83 Suite 1 (956) 581-7879	MISSION 301 W. Griffin Pkwy. Suite 1 (956) 581-7808	McALLEN 100 E. Nolana Suite 195 (956) 994-0400	EDINBURG 271 E. Trenton (956) 287-4522	UTORV EDINBURG 1620 W. University Dr. (956) 609-9004	PHARR 1201 S. Jackson Suite 9 (956) 618-6800	SAN JUAN 105 S. Cesar Chavez Rd. Ste. 6 (956) 601-1777	HARLINGEN 2310 TX 54 Spur Suite 3 (956) 230-0551	WESLACO 1311 W. Exp. 83 Suite K (956) 520-8460	BROWNSVILLE 1725 Ruben M. Torres Bvd Suite 200 (956) 620-3058	PHARR 1571 E. Nolana Loop Suite 300 (956) 510-8172
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1 Enchiladas 2 acompañamientos y decoración \$9.79	2 Enchiladas Verdes 2 acompañamientos y decoración \$9.79	3 Entomatadas 2 acompañamientos y decoración \$9.79	4 Emmoladas 2 acompañamientos y decoración \$9.79	5 Blanquitos 2 acompañamientos y decoración \$9.79	6 Tostadas 2 acompañamientos y decoración \$9.79	7 Sopes 2 acompañamientos y decoración \$9.79	8 Flautas 2 acompañamientos y decoración \$9.79	9 Plato Surtido \$12.99	10 Panchos Papa + 2 din \$12.99	11 Frijoles Papa + 2 din \$7.99	12 Torta Papa + 1 din \$9.79	13 Tacos de Bistec 1 acompañamiento y decoración Papa + 2 din \$9.79	14 Tacos de Trompo \$9.79	15 Tacos de Tripa \$9.79	16 Tacos de Alambre 1 acompañamiento y decoración Papa + 1 din \$9.79	17 Tacos de Plancha Decoración y Papa Papa + 1 din \$9.79	18 Espadas Papa + 1 din \$9.79	19 Sincronizada 2 acompañamientos y decoración Papa + 1 din \$9.79	20 Taco Pizza Molca, Desechados, o Trompo \$13.99	21 Papa Asada \$6.99	22 Paquete Familiar 2 acompañamientos y decoración \$39.99	23 Taquiza Charola \$79.99	24 Antojitos \$24	25 Tacos Ribeye \$12.99
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Complementos

- Ord. de Papitas..... \$1.99
- Guacamole..... \$2.99
- Ord. de Cuertitos en Vinagre.. \$2.99

Bebidas

- Bebidas de la Fuente
- 16 oz..... \$1.99
- 32 oz..... \$3.00

Postres

- Pasteles..... \$3.50
- Empanadas..... \$3.00
- Dulce Mexicano \$1.99

KIDS MENU

- Manzana con Chamoy... \$4.99
- 2 Quesadillas... \$4.99
- 2 Tacos Fajita... \$4.99
- 2 Flautas... \$4.99
- 6 Muggets... \$4.99

Incluye papas y refresco

- Taco Jr. Antojitos
- Talla de pollo, molcaje, frijoles, arroz, refresco, pico de gallo, crema, queso, papas, tortas, agua
- \$3.99



Antojitos MEXICANOS

¡Solo en Antojitos MEXICANOS!

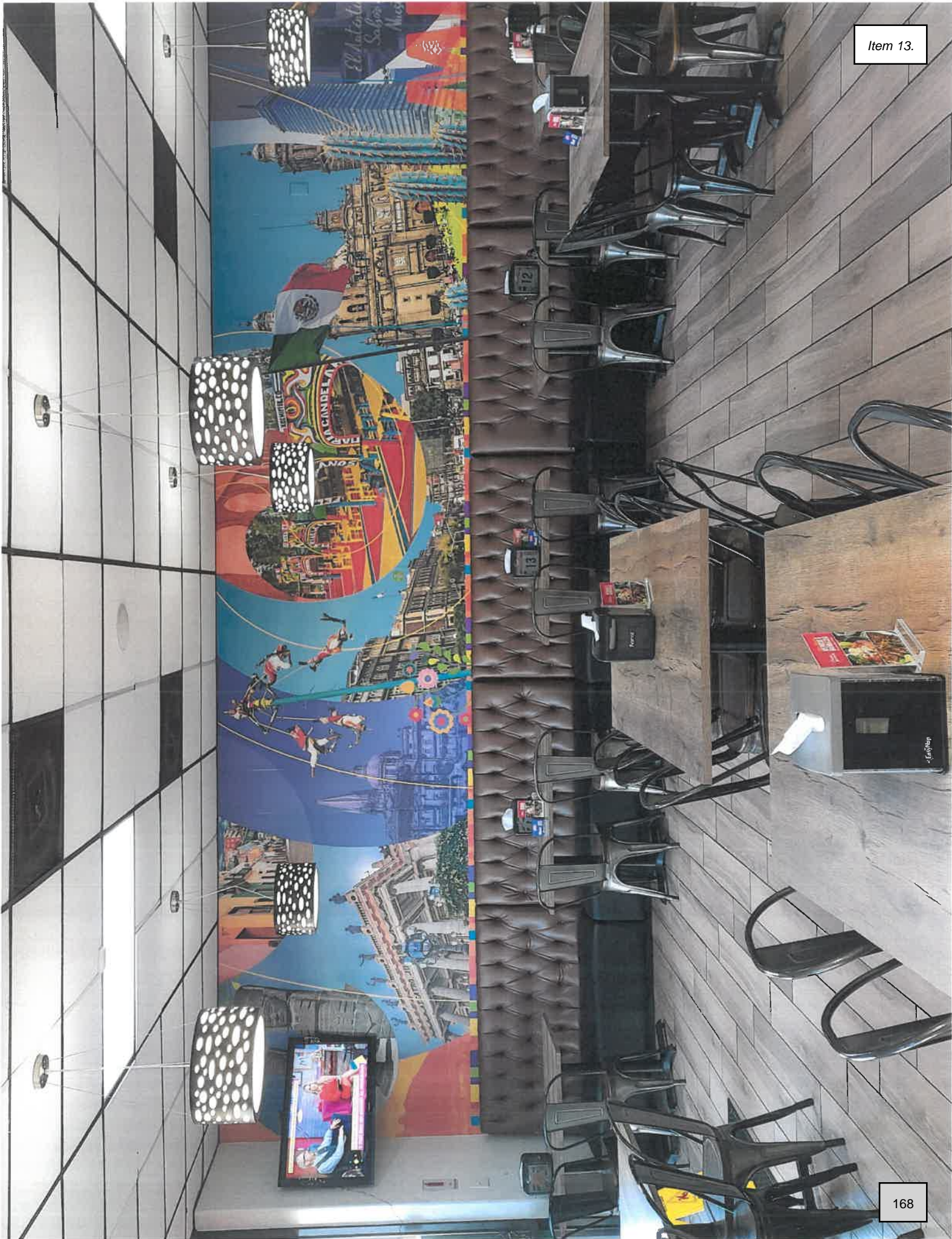
BEBIDAS	FRUTAS
AGUA PURA \$2.29	FRUTAS \$2.29
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AGUA PURA CON CUBITOS Y LIMÓN \$2.99	FRUTAS \$2.99
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AGUA PURA CON CUBITOS Y LIMÓN Y LÍQUIDO \$3.99	FRUTAS \$3.99
AGUA PURA CON CUBITOS Y LIMÓN Y LÍQUIDO Y CUBITOS DE FRUTA \$4.49	FRUTAS \$4.49

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POSTRES	POSTRES
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ICE COLD

MEXICANO & BARBACOA







TEXAS ALCOHOLIC BEVERAGE COMMISSION

Texans Helping Businesses & Protecting Communities

ON-PREMISE PREQUALIFICATION PACKET

L-ON (10/2020)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13
Contact your local TABC office to verify requirements of Sections 11.391 and 61.381 as you may be required to post a sign at your proposed location 60-days prior to the issuance of your license/permit.
All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. www.tabc.texas.gov/laws/code_and_rules.asp

LOCATION INFORMATION

1. Application for: Original Add Late Hours Only License/Permit Number
 Reinstatement Reinstatement and Change of Trade Name License/Permit Number
 Change of Location Change of Location and Trade Name License/Permit Number **BG-106843743**

2. Type of On-Premise License/Permit
- | | |
|--|--|
| <input checked="" type="checkbox"/> BG Wine and Beer Retailer's Permit | <input type="checkbox"/> LB Mixed Beverage Late Hours Permit |
| <input type="checkbox"/> BE Beer Retail Dealer's On-Premise License | <input type="checkbox"/> MI Minibar Permit |
| <input type="checkbox"/> BL Retail Dealer's On-Premise Late Hours License | <input type="checkbox"/> CB Caterer's Permit |
| <input type="checkbox"/> BP Brewpub License | <input type="checkbox"/> FB Food and Beverage Certificate |
| <input type="checkbox"/> V Wine & Beer Retailer's Permit for Excursion Boats | <input type="checkbox"/> PE Beverage Cartage Permit |
| <input type="checkbox"/> MB Mixed Beverage Permit | <input type="checkbox"/> RM Mixed Beverage Restaurant Permit with FB |
| <input type="checkbox"/> O Private Carrier's Permit -Brewpubs (BP) with a BG only | <input type="checkbox"/> E Local Cartage Permit - Wine/Beer retailers (BG) Only |

3. Indicate Primary Business at this Location
- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Restaurant | <input type="checkbox"/> Sporting Arena, Civic Center, Hotel | <input type="checkbox"/> Bar |
| <input type="checkbox"/> Grocery/Market | <input type="checkbox"/> Sexually Oriented | <input type="checkbox"/> Miscellaneous |

4. Trade Name of Location (Name of restaurant, bar, store, etc.)
100% Antojitos Mexicanos

5. Location Address
2306 E Interstate Highway 2, Ste 1-2

City Mission	County Hidalgo	State TX	Zip Code 78572
------------------------	--------------------------	--------------------	--------------------------

6. Mailing Address 902 S Cage Boulevard	City Pharr	State TX	Zip Code 78577
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7. Business Phone No. 956-581-7879	Alternate Phone No. 956-655-6518 Jose Cell	E-mail Address jrmendez23@yahoo.com
--	--	---

OWNER INFORMATION

8. Type of Owner
- | | | |
|--|--|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> City/County/University |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Joint Venture | |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Trust | |

9. Owner of Business/Applicant (Name of Corporation, LLC, etc.)
100% Antojitos Mexicanos Inc.

PRIMARY CONTACT PERSON

The primary contact person should be a person who can answer questions TABC may have about the application. The contact phone and email are mandatory and must be active and updated regularly. If additional information is needed, it will be requested from this contact person. Delays in responding to requests may delay the processing and approval of your permit/license.

10. Contact Person: Jose R. Mendez	Relation to Business: President
Phone (mandatory): 956-655-6518	Email (mandatory): jrmendez23@yahoo.com

TABC DATESTAMP

11. Are you, the applicant, a veteran-owned business? Yes No

12. Are you, the applicant, a Historically Underutilized Business (HUB)? Yes No

13. As indicated on the chart, enter the individuals that pertain to your business type:
(For additional space, use Form L-OIG)

Individual/Individual Owner		Limited Liability Company/All Officers or Managers	
Partnership/All Partners		Joint Venture/Venturers	
Limited Partnership/All General Partners:		Trust/Trustee(s)	
Corporation/All Officers		City, County, University/Official	
Last Name Mendez	First Name Jose	MI R.	Title President
Last Name Mendez	First Name Nieves	MI M.	Title Secretary
Last Name	First Name	MI	Title

MEASUREMENT INFORMATION

Section 109.31 et seq.

14. Will your business be located within 300 feet of a church or public hospital? Yes No

NOTE: For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.

15. Will your business be located within 300 feet of any private/public school, day care or child care facility? Yes No
If "YES," are the facilities located on different floors or stories of the building? Yes No

NOTE: For private/public schools, day care centers and child care facilities, measure in a direct line from the nearest property line of the school, day care center or child care facility to the nearest property line of the place of business, and in a direct line across intersections.

NOTE: For multistory building: businesses may be within 300 feet of a day care center or child care facility as long as the facilities are located on different floors of the building.

NOTE: If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.

16. Will your business be located within 1,000 feet of a private school? Yes No

17. Will your business be located within 1,000 feet of a public school? Yes No

60-DAY SIGN

18. If required under Section 11.391 and 61.381, provide exact date the required sign was posted at the location. Exact Date (MM/DD/YYYY)
N/A

ALL APPLICANTS

19. IF YOUR LOCATION IS NOT WITHIN THE CITY LIMITS, CHECK HERE
I, the applicant, have confirmed I am not located in the city limits of any city, therefore, city certifications are not required.

COMPLETE THE FOLLOWING CHECKLIST BEFORE SUBMITTING YOUR APPLICATION

Per Sec. 102.01, a tied house is defined as any overlapping ownership between those engaged in the alcoholic beverage industry at different levels of the three-tier system. No person having an interest in a permit issued by TABC may secure or hold, directly or indirectly, an ownership interest in a business on a different level.

- All required forms have been completed. Yes No
- I have reviewed all forms to ensure they are complete. Yes No
- I have obtained all required local and state certifications (pages 3-5). Yes No
- All application packets have been notarized. Yes No
- Phone numbers and email address for contact person are up to date. Yes No
- All additional documentation as required by the application packets is attached. Yes No
- If required, out of state criminal history checks are attached (PHS #7). Yes No N/A
- Certification of publication in local newspaper has been completed (page 5). Yes No N/A
- A copy of the newspaper publication is attached (page 5). Yes No N/A

WARNING AND SIGNATURE

IF APPLICANT IS SHOWN AS:

WHO MUST SIGN:

- Proprietorship
- Partnership
- Corporation
- Limited Partnership
- Limited Liability Partnership
- Limited Liability Company

- Individual Owner
- Partner
- Officer
- General Partner
- General Partner
- Officer/Manager

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "... a person who knowingly makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

I, UNDER PENALTY OF LAW, HEREBY SWEAR THAT I HAVE READ ALL THE INFORMATION PROVIDED IN THE APPLICATION AND ANY ATTACHMENTS AND THE INFORMATION IS TRUE AND CORRECT. I ALSO UNDERSTAND ANY FALSE STATEMENT OR REPRESENTATION IN THIS APPLICATION CAN RESULT IN MY APPLICATION BEING DENIED AND/OR CRIMINAL CHARGES FILED AGAINST ME. I ALSO AUTHORIZE THE TEXAS ALCOHOLIC BEVERAGE COMMISSION TO USE ALL LEGAL MEANS TO VERIFY THE INFORMATION PROVIDED.

PRINT NAME

Jose R. Mendez

SIGN HERE

[Signature]
PRESIDENT

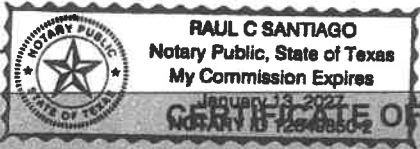
TITLE

Before me, the undersigned authority, on this 1ST day of NOVEMBER, 2024, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN HERE

[Signature]
NOTARY PUBLIC

SEAL



CITY SECRETARY FOR MB, RM, BG & BE

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the city secretary or clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by ordinance.

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

- MB** Mixed Beverage Permit
- RM** Mixed Beverage Restaurant Permit with Food and Beverage Certificate
- BG** Wine and Beer Retailer's Permit
- BG/FB** Wine and Beer Retailer's Permit with Food and Beverage Certificate (BG must also hold a Food and Beverage Certificate)

Election for given location was held for:

- legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
- OR
- legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

BE Beer Retail Dealer's On-Premise License

OR

I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN HERE

City Secretary/Clerk

City

TEXAS

SEAL



TEXAS ALCOHOLIC BEVERAGE COMMISSION
Texas Helping Businesses & Protecting Communities

CERTIFICATE OF CITY SECRETARY FOR: (MB, BG & BE)

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the city secretary or clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by ordinance.

I hereby certify on this _____ day of _____, _____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

MB Mixed Beverage Permit

MB/FB Mixed Beverage Restaurant Permit with Food and Beverage Certificate
(MB must also hold a Food and Beverage Certificate)

BG/FB Wine and Beer Retailer's Permit with Food and Beverage Certificate
(BG must also hold a Food and Beverage Certificate)

BG Wine and Beer Retailer's Permit - Election for given location was held for:
... legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
... legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

BE Beer Retail Dealer's On-Premise License

BE/FB Retail Dealer's On-Premise License with **required** Food and Beverage Certificate

OR

I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN HERE

City Secretary/Clerk

_____, TEXAS
City

SEAL

C4443-01-000-0001-00 (629915)
SEPEC LLC
2306 E EXPRESSWAY 83 STE 5
MISSION TX 78572

C4443-01-000-0002-00 (629916)
QUIRICO LTD &
JOSE R & SYLVIA Y CARRERA
210 S BRYAN RD STE 5-A
MISSION TX 78572

C4443-02-000-0003-00 (629917)
OOS INVESTMENTS LLC
3107 MOSSHALL WAY
SAN JOSE CA 95135

C4443-02-000-0005-00 (629920)
QUIRICO LTD &
JOSE R & SYLVIA Y CARRERA
210 S BRYAN RD STE 5-A
MISSION TX 78572

C4443-02-000-005A-00 (683075)
808 SOUTH SHARY ROAD LLC & 3929 W
302 JUAREZ AVE
LAREDO TX 78040

P1650-01-000-0000-05 (840959)
CARRERAS JOSE R & SYLVIA Y
1016 E GRIFFIN PKWY
MISSION TX 78572

B1865-00-000-000N-00 (1129595)
MARMUR LLC
AVE VASCONCELOS 266 LOCAL W PLAZA
COL HACIENDA EL ROSARIO CP 66247
SAN PEDRO GARZA GARCIA NL



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

PRESENTED BY: Susana De Luna, Interim Planning Director

AGENDA ITEM: Preliminary & Final Re-Plat Approval: Re-Plat of Mar Subdivision, Lot 28, Lot 43, and Common Lots B, C, and D, a 0.92 acre tract of land composed of a 0.263 of an acre tract of land, more or less, being all of Common Area "B" and Lot 28, all of a common area "C" and Lot 43, and all of Common Area "D" out of the Mar Subdivision, R-1T, Developer: LAC Enterprises, Engineer: Benavides Engineering, LLC, - De Luna

NATURE OF REQUEST:

On December 4, 2024, the Planning and Zoning Commission held a Public Hearing to consider the Preliminary & Final Re-Plat Approval for Mar Subdivision. The subject site is located on the West side of N. Shary Road intersecting El Dorado Street and N. Shary Road. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Staff recommends approval subject to complying with all typical format findings.

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ITEM # 1.6**PRELIMINARY & FINAL
REPLAT APPROVAL:**

Re-Plat of Mar Subdivision
 Lot 28, Lot 43, and Common Lots B, C, and D
 a 0.92 acre tract of land composed of a 0.263 of
 an acre tract of land, more or less, being all of
 Common Area "B" and Lot 28, all of common
 area "C" and Lot 43, and all of Common Area "D"
 out of the Mar Subdivision

R1T

Developer: LAC Enterprises

Engineer: Benavides Engineering, LLC

REVIEW DATA**PLAT DATA**

This proposed subdivision is located on the West side of N. Shary Rd. intersecting El Dorado St. and N. Shary Rd. – **see vicinity map**. The proposed Replat of Common Lots and 2 existing lots of Mar Subdivision will be replatted and divided to generate 12 additional townhouse lots – see plat for actual dimension, square footages, and land uses.

UTILITIES

When Mar Subdivision was subdivided water and sewer services were made accessible to each lot. This replat will not affect any utility lines or the availability to connect to them upon issuance of permits.

STREETS & STORM DRAINAGE

This is a simple re-plat; as per approved Mar Subdivision drainage report, the entirety of this new replat is within the existing drainage areas that have been already accounted for during the development of Mar Subdivision, and with all of the drainage runoff collecting in Lot A before discharging into Shary Rd. public stormwater system. The City Engineer has reviewed and approved the drainage report.

OTHER COMMENTS

- Must comply with all other format findings
- Street lighting already exists
- Capital Sewer Recovery Fee and Park Fees will be imposed to the individual building permit applications.

RECOMMENDATION

Staff recommends approval subject to complying with all typical format findings.

JOIN

314

SITE LOCATION

8

9

15

16

DORADO DR. 14

13

12

11

10

32 33 34 35 36 37 38 39

CORALES ST.

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72	73	74	75	76	77	78	79
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88	89	90	91	92	93	94	95

MAY DR. TRACT 2
MAY DR. TRACT 3

DORADO DR.

DORADO DR.

304

14 13 12 11 10 9 8 7 6 5 4 3 2 1

NAPPA VALLEY SUB

NAPPA VALLEY DR.

15

16

M. CA
SUBD
1

1

DORADO

15

1

2



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

Item 14.

No.



BENAVIDES ENGINEERING

Drainage Statement Replat of Common Lots of Mar Subdivision City of Mission, Hidalgo County, Texas

Project Description and Location

The proposed Replat of Common Lots of Mar Subdivision is a proposed 12 multifamily lot subdivision out of a recorded Mar Subdivision as per Document No. 2819859, dated June 1st, 2017, Map Records, Hidalgo County, Texas. The proposed Replat of Common Lots of Mar Subdivision is a replat of the Common Lots of Mar Subdivision, that will be divided to generate additional townhome lots.


This proposed subdivision is located in at the corner of El Dorado Road and Shary Road intersection, within City limits of Mission, Texas.

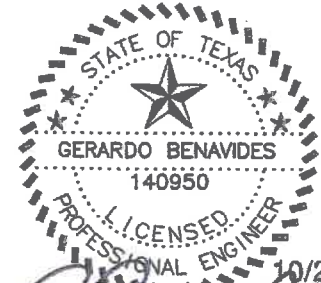
As per approved Mar Subdivision Drainage Report, the entirety of this new replat is within existing drainage areas that have been already accounted for during the development of Mar Subdivision, and with all of the drainage runoff collecting in Lot A (Mar Subdivision) before discharging into Shary Road public stormwater system.

At this moment, we are not alternating the use of the existing property nor the proposed use that will hinder additional stormwater runoff that were originally presented via Mar Subdivision.

Please see the attached Mar Subdivision recording package that includes the APPROVED drainage report by Hidalgo County Drainage District No.1 on June 9, 2017.

Please reach out to Jerry Benavides, for any further questions, comments or concerns regarding this Replat of Common Lots of Mar Subdivision

<input type="checkbox"/> REJECTED <input checked="" type="checkbox"/> APPROVED FOR SUBMITTAL <input type="checkbox"/> TO H.C. PLANNING DEPT. <input checked="" type="checkbox"/> TO CITY <input type="checkbox"/> DISCHARGE PERMIT REQUIRED <input type="checkbox"/> DISTRICT FACILITY <input type="checkbox"/> CITY FACILITY <input type="checkbox"/> OTHER _____	
<i>Alexis Lozano</i> H.C.D.D. No. 1	10/30/24 DATE



Benavides Engineering, LLC
Gerardo Benavides, P.E., CFM
 Principal Engineer
 Jerry@Benavideseng.com

M0825-00-000-0001-00 (1130860)
RAMOS ALLEN EDWARD & LIZBETH GARZA
PO BOX 5093
MISSION TX 78573

M0825-00-000-0002-00 (1130861)
RODRIGUEZ MARIO A
3701 E LINCOLN AVE
ALTON TX 78573

M0825-00-000-0003-00 (1130862)
RGV GENERAL SERVICES LLC
2706 SAN EDUARDO
MISSION TX 78572

M0825-00-000-0004-00 (1130863)
RODRIGUEZ AMADA IBITTE & ALEJANDRO
108 W MARIGOLD AVE
MCALLEN TX 78501

M0825-00-000-0005-00 (1130864)
ROLL ADRIENNE M
2321 CORALES ST
MISSION TX 78573

M0825-00-000-0006-00 (1130865)
GONZALEZ HIRAM
710 S BENTSEN PALM DR
MISSION TX 78572

M0825-00-000-0007-00 (1130866)
GONZALEZ HIRAM
710 S BENTSEN PALM DR
MISSION TX 78572

M0825-00-000-0008-00 (1130867)
ROMO ROSA ELVIRA CUELLAR
2315 CORALES ST
MISSION TX 78573

M0825-00-000-0009-00 (1130868)
PENA RAUL ESTEBAN
2313 CORALES ST
MISSION TX 78573

M0825-00-000-000A-00 (1130855)
MAR DESIGNS & CONSTRUCTION INC
3421 N SHARY RD
MISSION TX 78573

M0825-00-000-000B-00 (1130857)
MAR DESIGNS & CONSTRUCTION INC
3421 N SHARY RD
MISSION TX 78573

M0825-00-000-000C-00 (1130858)
MAR DESIGNS & CONSTRUCTION INC
3421 N SHARY RD
MISSION TX 78573

M0825-00-000-000D-00 (1130859)
MAR DESIGNS & CONSTRUCTION INC
3421 N SHARY RD
MISSION TX 78573

M0825-00-000-0010-00 (1130869)
OWNEZ HOLDINGS LLC
7600 CHEVY CHASE DR STE 300
AUSTIN TX 78752

M0825-00-000-0011-00 (1130870)
MANA GB PROPERTIES LLC
5124 HONDURAS AVE
MCALLEN TX 78503

M0825-00-000-0012-00 (1130871)
EBILIEKWE CHARLES
2307 CORALES ST
MISSION TX 78573

M0825-00-000-0013-00 (1130872)
CHEN GUONING M & BIYING ZHU
2305 CORALES ST
MISSION TX 78573

M0825-00-000-0014-00 (1130873)
CARRANZA VICTORIA VELVER ETAL
2303 CORALES ST
MISSION TX 78573

M0825-00-000-0015-00 (1130874)
MAR DESIGNS & CONSTRUCTION INC
3421 N SHARY RD
MISSION TX 78573

M0825-00-000-0016-00 (1130875)
MAR DESIGNS & CONSTRUCTION INC
3421 N SHARY RD
MISSION TX 78573

M0825-00-000-0017-00 (1130876)
PERALES JULIAN & ROSAURA VELASQ
2227 CORALES ST
MISSION TX 78573

M0825-00-000-0018-00 (1130877)
KAUFMANN ELENA D CANTU & JORGE L
2225 CORALES ST
MISSION TX 78573

M0825-00-000-0019-00 (1130878)
ROSALES CARLOS & DANELLY ESMERALDA
2223 CORALES ST
MISSION TX 78573

M0825-00-000-0020-00 (1130879)
ROMO PATRICIA L PEREZ
2221 CORALES ST
MISSION TX 78573

M0825-00-000-0021-00 (1130880)
LOWE J D III
PO BOX 720366
MCALLEN TX 78504

M0825-00-000-0022-00 (1130881)
MAR DESIGNS & CONSTRUCTION INC
3421 N SHARY RD
MISSION TX 78573

M0825-00-000-0023-00 (1130882)
TELLEZ DOMINGO R & JOHANNA SCOT
2215 CORALES ST
MISSION TX 78573

M0825-00-000-0024-00 (1130883)
GARZA EMILIO ALEJANDRO & EDUARDO
2213 CORALES ST
MISSION TX 78573

M0825-00-000-0025-00 (1130884)
BREMEN FAMILY LTD
3901 N GLASSCOCK RD
MISSION TX 78573

M0825-00-000-0026-00 (1130885)
MAR DESIGNS & CONSTRUCTION INC
3421 N SHARY RD
MISSION TX 78573

M0825-00-000-0027-00 (1130886)
 GUERRA JESSE
 3005 HUMBERTO GARZA JR ST
 MISSION TX 78572

M0825-00-000-0028-00 (1130887)
 MAR DESIGNS & CONSTRUCTION INC
 3421 N SHARY RD
 MISSION TX 78573

M0825-00-000-0029-00 (1130888)
 MAR DESIGNS & CONSTRUCTION INC
 3421 N SHARY RD
 MISSION TX 78573

M0825-00-000-0030-00 (1130889)
 TOLDOS LLC
 302 E BUSINESS HWY 83 SUITE 3
 SAN JUAN TX 78589

M0825-00-000-0031-00 (1130890)
 MAR DESIGNS & CONSTRUCTION INC
 3421 N SHARY RD
 MISSION TX 78573

M0825-00-000-0032-00 (1130891)
 REYNA ISRAEL & CINTHIA
 3503 MAY ST
 MISSION TX 78573

M0825-00-000-0033-00 (1130892)
 CORDOVA MIGUEL ANTONIO PINEIRO
 3501 MAY ST
 MISSION TX 78573

M0825-00-000-0034-00 (1130893)
 ONTIVEROS EDGAR ALLEN
 1509 MAYHEM DR
 EDINBURG TX 78542

M0825-00-000-0035-00 (1130894)
 TOLDOS LLC
 302 E BUSINESS HWY 83 SUITE 3
 SAN JUAN TX 78589

M0825-00-000-0036-00 (1130895)
 DULCE MASCORRO INVESTMENTS LLC
 3509 SAN CLEMENTE
 MISSION TX 78572

M0825-00-000-0037-00 (1130896)
 TOLDOS LLC
 302 E BUSINESS HWY 83 SUITE 3
 SAN JUAN TX 78589

M0825-00-000-0038-00 (1130897)
 MOGAS JESSICA P RODRIGUEZ
 4001 MEMORIAL CT
 CARROLLTON TX 75010

M0825-00-000-0039-00 (1130898)
 MOGAS ALFREDO M RODRIGUEZ
 4001 MEMORIAL CT
 CARROLLTON TX 75010

M0825-00-000-0040-00 (1130900)
 MAR DESIGNS & CONSTRUCTION INC
 3421 N SHARY RD
 MISSION TX 78573

M0825-00-000-0041-00 (1130901)
 MAR DESIGNS & CONSTRUCTION INC
 3421 N SHARY RD
 MISSION TX 78573

M0825-00-000-0042-00 (1130902)
 MAR DESIGNS & CONSTRUCTION INC
 3421 N SHARY RD
 MISSION TX 78573

M0825-00-000-0043-00 (1130903)
 MAR DESIGNS & CONSTRUCTION INC
 3421 N SHARY RD
 MISSION TX 78573

M0825-00-000-0044-00 (1130904)
 MAR DESIGNS & CONSTRUCTION INC
 3421 N SHARY RD
 MISSION TX 78573

M0825-00-000-0045-00 (1130905)
 GONZALEZ ELISA A MARTINEZ
 2220 CORALES ST
 MISSION TX 78573

M0825-00-000-0046-00 (1130906)
 MAR DESIGNS & CONSTRUCTION INC
 3421 N SHARY RD
 MISSION TX 78573

M0825-00-000-0047-00 (1130907)
 MAR DESIGNS & CONSTRUCTION INC
 3421 N SHARY RD
 MISSION TX 78573

M0825-00-000-0048-00 (1130899)
 GUTIERREZ CLARIZA G
 2226 CORALES ST
 MISSION TX 78573

M0825-00-000-0049-00 (1130908)
 LOPEZ ALEJANDRA
 2228 CORALES ST
 MISSION TX 78573

M0825-00-000-0050-00 (1130909)
 PEREZ ENRIQUE
 2230 CORALES ST
 ALTON TX 78573

M0825-00-000-0051-00 (1130910)
 DE LEON JAIME
 2302 CORALES ST
 MISSION TX 78573

M0825-00-000-0052-00 (1130911)
 COBIAN EDGAR MIGUEL R & MARINA
 2304 CORALES ST
 MISSION TX 78573

M0825-00-000-0053-00 (1130912)
 DE LEON STEPHANIE
 4006 SAN ESTEBAN CT
 MISSION TX 78572

M0825-00-000-0054-00 (1130913)
 HERNANDEZ LISA J
 2308 CORALES ST
 MISSION TX 78573

M0825-00-000-0055-00 (1130914)
 VISTA VERDE CONSTRUCTION &
 1413 N SHARY RD REAR
 MISSION TX 78572

M0825-00-000-0056-00 (1130915)
 VISTA VERDE CONSTRUCTION &
 1413 N SHARY RD REAR
 MISSION TX 78572

M0825-00-000-0057-00 (1130916)
 GALVAN PATRICIA
 2314 CORALES ST
 MISSION TX 78573

M0825-00-000-0058-00 (1130917)
 MELCHOR LUIS A GARRIDO
 2316 CORALES ST
 MISSION TX 78573

M0825-00-000-0059-00 (1130918)
 SAAR ANNE I
 2318 CORALES ST
 MISSION TX 78573

M0825-00-000-0060-00 (1130919)
 PADILLA SAMUEL SALINAS
 2318/2320 CORALES ST
 MISSION TX 78573

M0825-00-000-0061-00 (1130920)
 SALAS OTONIEL
 2322 CORALES ST
 MISSION TX 78573

M0825-00-000-0062-00 (1130921)
 DCF CAPITAL GROUP LLC
 2706 SAN EDUARDO
 MISSION TX 78572

M0825-00-000-0063-00 (1130922)
 PADILLA SAMUEL SALINAS
 2320 CORALES ST
 MISSION TX 78573

M0825-00-000-0064-00 (1130923)
 ALAMILLO ELEAZAR JR
 2328 CORALES ST
 MISSION TX 78573

M0825-00-000-0065-00 (1130924)
 MUNOZ IRVIN STEVE & ALICIA P DE LO
 2327 DORADO DR
 MISSION TX 78573

M0825-00-000-0066-00 (1130925)
 RODRIGUEZ MARIO A
 804 GRAYSON AVE
 MCALLEN TX 78504

M0825-00-000-0067-00 (1130926)
 SANCHEZ ALDO & MEGAN VICTORIA
 2323 DORADO DR
 MISSION TX 78573

M0825-00-000-0068-00 (1130927)
 MENDIOLA SHAWN M
 2321 DORADO DR
 MISSION TX 78573

M0825-00-000-0069-00 (1130928)
 MARTINEZ DORA E POSADA LISSETT &
 2319 DORADO ST
 MISSION TX 78573

M0825-00-000-0070-00 (1130929)
 MARROQUIN MARIA EMILIA CARREON
 2317 DORADO DR
 MISSION TX 78573

M0825-00-000-0071-00 (1130930)
 GREENMAN BRUCE K & CAMMY L
 1316 SAINT ANDREWS
 SAN ANTONIO TX 78248

M0825-00-000-0072-00 (1130931)
 CANTU ARNOLDO
 2313 DORADO DR
 MISSION TX 78573

M0825-00-000-0073-00 (1130932)
 MENCHACA JAZMIN A CARILLO & IVAN A
 2311 DORADO DR
 MISSION TX 78573

M0825-00-000-0074-00 (1130933)
 FUVAL INTEGRAL SERVICES LLC
 600 N SHARY RD STE H
 MISSION TX 78572

M0825-00-000-0075-00 (1130934)
 ISLAS TIBURCIO
 2307 DORADO DR
 MISSION TX 78573

M0825-00-000-0076-00 (1130935)
 SERCAR CONSTRUCTION LLC
 715 N GLASSCOCK RD SUITE 15
 MISSION TX 78572

M0825-00-000-0077-00 (1130936)
 SERRANO ALFONSO
 2303 DORADO DRIVE
 MISSION TX 78573

M0825-00-000-0078-00 (1130937)
 MAR DESIGNS & CONSTRUCTION INC
 3421 N SHARY RD
 MISSION TX 78573

M0825-00-000-0079-00 (1130938)
 VISION INVESTMENT GROUP LLC
 1363 GARDEN DR
 MISSION TX 78572

M0825-00-000-0080-00 (1130939)
 VISION INVESTMENT GROUP LLC
 1363 GARDEN DR
 MISSION TX 78572

M0825-00-000-0081-00 (1130940)
 CANALES AMANDA L
 2215 DORADO DR
 MISSION TX 78573

M0825-00-000-0082-00 (1130941)
 MAR DESIGNS & CONSTRUCTION INC
 3421 N SHARY RD
 MISSION TX 78573

M0825-00-000-0083-00 (1130942)
 MAR DESIGNS & CONSTRUCTION INC
 3421 N SHARY RD
 MISSION TX 78573

M0825-00-000-0084-00 (1130943)
 GONZALEZ LUIS
 1811 SABINAL ST
 MISSION TX 78572

M0825-00-000-0085-00 (1130944)
 CANALES STEPHANIE NICOLE
 2207 DORADO DR
 MISSION TX 78573

M0825-00-000-0086-00 (1130945)
 MAR DESIGNS & CONSTRUCTION INC
 3421 N SHARY RD
 MISSION TX 78573

M0825-00-000-0087-00 (1130946)
MAR DESIGNS & CONSTRUCTION INC
3421 N SHARY RD
MISSION TX 78573

M0825-00-000-0088-00 (1130947)
LENERO AGUSTIN ORDORICA
2201 DORADO DR
MISSION TX 78573



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024
PRESENTED BY: Anna Carrillo, City Secretary
AGENDA ITEM: Approval of Minutes – Carrillo
 Regular Meeting – November 12, 2024
 Special Meeting – November 21, 2024 and December 10, 2024

NATURE OF REQUEST:

See Attached Minutes

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *MRP*

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____



MINUTES

PRESENT:

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

ABSENT:

ALSO PRESENT:

Claudia Serna
Brandon Solis
Brenda Enriquez
Fern Mcclaugherty
Virginia Townsend
Taylor Cramer
Pilar Rodriguez
Ruben Navarro
David Salinas
Rene Gonzalez
Elias Guajardo
Elizabeth Oviedo

STAFF PRESENT:

Anais Chapa, Assistant City Secretary
Juan Pablo Terrazas, Asst. City Manager
Andy Garcia, Asst. City Manager
Steven Kotsatos, Health Director
Vidal Roman, Finance Director
Alex Hernandez, Assistant Planning Director
Noemi Munguia, HR Director
Abram Ramirez, IT Director
Abel Bocanegra, P.E., City Engineer
Yenni Espinoza, Library Director
Brad Bentsen, Parks & Recreation Director
Roel Mendiola, Sanitation Director
Cesar Torres, Chief of Police
Cynthia Lopez, Museum Director
Juan Avila, Fleet Director
Michael Elizalde, Dir. of Grants & Strategic Dev.
Michael Silva, Interim Fire Chief
Joel Chapa, Police Officer
Joe Enriquez, Utility Billing Supervisor
Humberto Garcia, Media Relations
Gabriel Ramirez, Subdivision Coordinator

REGULAR MEETING

CALL TO ORDER AND ESTABLISH QUORUM

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

INVOCATION AND PLEDGE ALLEGIANCE

Councilwoman Jessica Ortega led the invocation and Pledge of Allegiance.

DISCLOSURE OF CONFLICT OF INTEREST

Mayor Pro Tem Ruben Plata has filed a conflict of interest regarding Executive Session Item 2.

PRESENTATIONS

1. Proclamation - National Injury Prevention Day – Carrillo

Councilman Alberto Vela moved to approve the Proclamation – National Injury Prevention Day. Motion was seconded by Councilwoman Ortega and approved unanimously 4-0.

2. Presentation by Hidalgo County Regional Mobility Authority – Terrazas

Pilar Rodriguez, Ramon Navarro and Ruben Navarro, representatives from the Hidalgo County Regional Mobility Authority, were present to strategic plan development for our region over the next four years. The HCRMA was a government organization that was established in November of 2005 with the intention to accelerate transportation projects. They had the 365 Tollway project which was broken down into segments. Half of the projects have been environmentally cleared to proceed or were currently in progress. They also had the Overweight/Oversized Corridor ongoing project. The complete breakdown of funding and current/future projects was available on their website at hcrma.net

Mayor Pro Tem Ruben Plata joined the meeting at 4:48 p.m.

3. Report from Mission Economic Development Corporation - Teclo Garcia

Belen Guerrero, Mission Economic Development Corporation COO, reported on the operations of the EDC. Ms. Guerrero announced that the Ruby Red Ventures applications had been closed and they had received a total of 70 applications. These would be reviewed by the selecting committee and those awarded would be announced soon. The EDC partnered with Texas Workforce to bring the “Red, White, and You” hiring event to the City of Mission’s Event Center. Ms. Guerrero also mentioned that Oral Roberts University now had a home at the CEED building.

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

Brenda Enriquez, Greater Mission Chamber of Commerce President, spoke about upcoming events such as: November 13th – Lunch & Learn: OLLU: Leadership & Organizational Development 11:30 am – 1:00 pm, November 14th – UTRGV SBDC: Dealing with Difficult People 10:00 am - 12:00 pm, November 15th – Ribbon Cutting: The Lorretto 5 pm, November 20th – Ribbon Cutting: Bluewave Car Wash 11 am, November 20th – UTRGV SBDC: Boosting Customer Satisfaction Webinar 2pm, November 21st – Annual Member Appreciation Breakfast, Dec 5th & 6th Mission Community Health & Wellness Fair

5. Departmental Reports – Perez

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

6. Citizen's Participation – Garza

Taylor Kramer, 411 N. Ware Road, signed up to speak in reference to item 13; however, he was asked to step out of the meeting because he was in violation of Texas Penal Code, Section 38.13(a).

Virginia Townsend, 1603 Vintage Lane, was present to speak in reference to item 18. Ms. Townsend expressed her concern over utility and trash services not being paid. It seemed as

though the city was finally getting to the bottom of it; however, she was concerned as to why they would not try to collect on those accounts.

Fern McClaugherty, 1801 N. Mccoll Road, spoke in reference to item 33. Ms. McClaugherty stated that she had attended an Hidalgo County Commissioners Court Meeting where a Mutual Aid Agreement was signed between the City of Mission and Hidalgo County. She was wondering why, in spite of this, the city was purchasing another ambulance.

PUBLIC HEARING

PLANNING & ZONING RECOMMENDATIONS

7. Rezoning: Being a 0.97 acre tract of land, more or less, out of and forming a part of Lot 204, John H. Shary Subdivision, from (C-4) Heavy Commercial to (R-1T) Townhouse Residential, Lourdes Lerma, and Adoption of Ordinance# ____ - De Luna

On November 6, 2024, the Planning and Zoning Commission held a Public Hearing to consider the rezoning request. The subject site was located approximately 352.56' West of N. Shary Road along the south side of Mirabelle Street. There was public opposition during the P&Z Meeting. The concerns voiced were in regards to increased traffic and congestion, noise and disturbance, property value impact, privacy, security issues, overburdening local infrastructure, change in community character, proposed emergency exist will remove greenway and impede the traffic flow, and private drive will not allow the free flow of garbage collection. A petition reflecting 42% in opposition was submitted by the residents. The board unanimously recommended approval.

Staff and City Manager recommended approval.

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

David Salinas, represented the applicant, stated that they did meet with P&Z and presented a project that they felt was good plan. However, there was some opposition, and after speaking to one of the citizens in opposition, they would like more time to modify the plans. Mr. Salinas would like additional time to refine the plans.

Mayor Pro Tem Plata moved to refer this item back to the Planning & Zoning Board for further review. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

8. Conditional Use Permit: Single Family Dwelling within property, Zoned (R-4) Mobile Home and Modular District, 1508 Ragland Road, Being a 0.242 acre gross, 0.176 acre net, tract of land out of the north 206.28' out of Lot 31, Sharyland Orchards Subdivision (aka Lot 1, King Mobile Subdivision U/R), R-4, DSSG Investments, LLC, Adoption of Ordinance #5562 - De Luna

On November 6, 2024 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site was located at the Northeast corner of Ragland Road and Pleasant Lane. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

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

Daniela, 2908 San Efrain, was the designer of this project. She would like to get the project approved and is willing to comply with the city's requirements.

Mayor Pro Tem Plata moved to approve the Conditional Use Permit: Single Family Dwelling within property, Zoned (R-4) Mobile Home and Modular District, 1508 Ragland Road, Being a 0.242 acre gross, 0.176 acre net, tract of land out of the north 206.28' out of Lot 31, Sharyland Orchards Subdivision (aka Lot 1, King Mobile Subdivision U/R), R-4, DSSG Investments, LLC, Adoption of Ordinance #5562. Motion was seconded by Councilman Vela and approved unanimously 5-0.

ORDINANCE NO. 5562

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A CONDITIONAL USE PERMIT FOR A SINGLE FAMILY DWELLING WITHIN
PROPERTY ZONED (R-4) MOBILE HOME AND MODULAR DISTRICT, 1508 RAGLAND
ROAD, BEING A 0.242 ACRE GROSS, 0.176 ACRE NET, TRACT OF LAND OUT OF THE
NORTH 206.28' OUT OF LOT 31, SHARYLAND ORCHARDS SUBDIVISION (AKA LOT 1,
KING MOBILE SUBDIVISION U/R)

9. Conditional Use Permit: Home Occupation – Z Galleria Antiques, 2401 Sunset Lane, Being the West 172' of the South 120' of The West 363' of Lot 152, Sharyland Orchards Subdivision Addition "A", R-1A, Elias Guajardo, Adoption of Ordinance # ____ - De Luna

On November 6, 2024 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site was located at the Northeast corner of Shary Road and Sunset Lane. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

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

Rene Gonzalez, 2118 Sabinal, was representing his parents who own a lot next door to this address as well as two homes across the street. They were in opposition of this request due to the lack of parking available.

Elias Guajardo, owner, stated that he would have plenty of space available for parking. His driveway would allow for three vehicles and he had space for an additional two parking spaces. He would like more guidance from the City for what would be allowed.

Mayor Pro Tem Plata asked if they would be able to get more information from P&Z for this. He wanted to know what the requirements were for this type of business. Mayor Pro Tem Plata did not think that it should be approved if the applicant would be renting the home to someone else and running a business from the home.

Councilwoman Ortega questioned what the future land use map looked like for this area. She also asked if there were any beautification requirements when applying for this type of permit.

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

10. Conditional Use Permit: To Keep a Portable Building for a Photography Studio, 1547 W. Business Highway 83, Being the East 25'x125' of the West 75'x125' and the Southwest 50'x125' of Lot 5, Mission Acres, C-3, Arlae Salinas, Adoption of Ordinance #5563 - De Luna

On November 6, 2024 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site was located at the Northeast Corner of W.

Business Highway 83 and Washington Street. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

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

There were no comments.

Councilman Vela moved to approve the Conditional Use Permit: To Keep a Portable Building for a Photography Studio, 1547 W. Business Highway 83, Being the East 25'x125' of the West 75'x125' and the Southwest 50'x125' of Lot 5, Mission Acres, C-3, Arlae Salinas, Adoption of Ordinance #5563. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

ORDINANCE NO. 5563

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT TO KEEP A PORTABLE BUILDING FOR A PHOTOGRAPHY STUDIO, 1547 W. BUSINESS HIGHWAY 83, BEING THE EAST 25'X125' OF THE WEST 75'X125' AND THE SOUTHWEST 50'X125' OF LOT 5, MISSION ACRES

11. Conditional Use Permit: To Keep a Portable Building for Sales Office – Munoz Garden, 1911 S. Conway Avenue, Being a 15.07 Acre tract of land out of Lot 13-6, West Addition to Sharyland, I-1, Munoz Garden Center, Adoption of Ordinance #5564- De Luna

On November 6, 2024 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site was located 4,653' South of Expressway 83 along the west side of S. Conway Avenue. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

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

There were no comments.

Mayor Pro Tem Plata asked Ms. De Luna if she would be able to provide him with a list of how many portable buildings are within the city.

Councilwoman Ortega moved to approve the Conditional Use Permit: To Keep a Portable Building for Sales Office – Munoz Garden, 1911 S. Conway Avenue, Being a 15.07 Acre tract of land out of Lot 13-6, West Addition to Sharyland, I-1, Munoz Garden Center, Adoption of Ordinance #5564. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

ORDINANCE NO. 5564

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT TO KEEP A PORTABLE BUILDING FOR SALES OFFICE – MUNOZ GARDEN, 1911 S. CONWAY AVENUE, BEING A 15.07 ACRE TRACT OF LAND OUT OF LOT 13-6, WEST ADDITION TO SHARYLAND

12. Conditional Use Permit: Drive-Thru Service Window – Taqueria Oviedo, 608 W. Griffin Parkway, Lot 2, Aziz No. 2 Subdivision, C-3 Taqueria Oviedo c/o Elizabeth Oviedo, Adoption of Ordinance #5565- De Luna

On November 6, 2024 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site was located near the NE corner of W. Griffin Parkway and Holland Road along the north side of W. Griffin Parkway. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended denial due to Ordinance 3782 adopted by the City Council in 2012 prohibiting all drive-thru service window businesses from exiting or entering from an adjoining public alley. The home directly north used the alley as a driveway, which could create a conflict.

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

Elizabeth Oviedo, owner of the business, stated that they have been in business for 21 years. She felt that they have plenty of space for a drive thru service window. They would be putting up plenty of signage and speed humps to prevent accidents.

Councilwoman Ortega moved to approve the Conditional Use Permit: Drive-Thru Service Window – Taqueria Oviedo, 608 W. Griffin Parkway, Lot 2, Aziz No. 2 Subdivision, C-3 Taqueria Oviedo c/o Elizabeth Oviedo, Adoption of Ordinance #5565. Motion was seconded by Councilman Vela and approved unanimously 5-0.

ORDINANCE NO. 5565

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A CONDITIONAL USE PERMIT DRIVE-THRU SERVICE WINDOW – TAQUERIA
OVIDO, 608 W. GRIFFIN PARKWAY, LOT 2, AZIZ NO. 2 SUBDIVISION

13. Conditional Use Permit: Sale & On-Site Consumption of Alcoholic Beverages – El Itacate, 301 N. Shary Road, Ste. 240, Lot 2, Shary Town Plaza, C-3 Las Pupusas Del Itacate, LLC, Adoption of Ordinance #5566 - De Luna

On November 6, 2024 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site was located approximately 450' north of 1st Street along the westside of Shary Road. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

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

There were no comments.

Mayor Pro Tem Plata moved to approve the Conditional Use Permit: Sale & On-Site Consumption of Alcoholic Beverages – El Itacate, 301 N. Shary Road, Ste. 240, Lot 2, Shary Town Plaza, C-3 Las Pupusas Del Itacate, LLC, Adoption of Ordinance #5566. Motion was seconded by Councilman Vela and approved unanimously 5-0.

ORDINANCE NO. 5566

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A CONDITIONAL USE PERMIT FOR THE SALE & ON-SITE CONSUMPTION OF
ALCOHOLIC BEVERAGES – EL ITACATE, 301 N. SHARY ROAD, STE. 240, LOT 2, SHARY
TOWN PLAZA

14. Conditional Use Permit: Elegancia Event Center, 3009 N. Conway Avenue, Ste. 5, Lot 1, J. Reyes Subdivision, C-3, Brandon Solis, Adoption of Ordinance #5567 - De Luna

On November 6, 2024 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site was located approximately ¼ of a mile south of W. Mile 2 Road along the west side of Conway Avenue. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

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

There were no comments.

Mayor Pro Tem Plata questioned what the landscaping looked like.

Ms. Susie De Luna, Planning Director, stated that they were complying with the 10% requirement.

Mayor Pro Tem Plata moved to approve the Conditional Use Permit: Elegancia Event Center, 3009 N. Conway Avenue, Ste. 5, Lot 1, J. Reyes Subdivision, C-3, Brandon Solis, Adoption of Ordinance #5567. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

ORDINANCE NO. 5567

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A CONDITIONAL USE PERMIT FOR ELEGANCIA EVENT CENTER, 3009 N.
CONWAY AVENUE, STE. 5, LOT 1, J. REYES SUBDIVISION

CONSENT AGENDA

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

15. Approval of Minutes – Carrillo

Regular Meeting – October 28, 2024

Special Meeting – November 4, 2024

16. Acknowledge Receipt of Minutes – Perez

Mission Economic Development Corporation – September 25, 2024

Mission Economic Development Authority – August 28, 2024

Mission Education Development Council – August 28, 2024

Mission Increment Reinvestment Zone – September 24, 2024

Mission Redevelopment Authority – September 24, 2024

Civil Service Commission – October 4, October 21, 2024

17. Authorization to extend first and final one-year renewal option with My Rival Gear for the purchase of Boys and Girls Club Athletic League Uniforms in the amount of \$31,742.50 – Venecia

Authorization to extend the first and final one-year renewal option with My Rival Gear for Athletic League Uniforms. Renewal option was at a zero increase in price for a total amount of \$31,742.50. This would extend Bid 24-061-11-08 thru November 28, 2025.

18. Reclassify Utility Accounts for Fiscal Year 2021 - 2022 – Enriquez

Utility account receivable to be reclassified for the amount of \$92,681.04 to Bad Debt (Uncollectible). These amounts were for the fiscal year 2021-2022.

19. Authorization to Solicit Proposals and qualifications for Utility Bill Printing and Mailing Services for the City of Mission – Garcia

Staff was seeking authorization to solicit proposals from qualified professional companies to provide Utility Bill Printing and Mailing Service for the City of Mission. Some services to include printing, folding, and stuffing mailing utility bills, statements, cancellation notices, rate increase announcements, and more. Outsourcing utility bill printing and mailing could simplify the workload for staff, allowing them to focus on other tasks and potential cost saving over all.

20. Approval of Resolution #1932 to surplus and trade-in machinery & equipment – Avila

The Surplus Resolution listed items staff had determined was no longer of use to the city. Three fire surplus items would be traded in to purchase three new vehicles for the Fire Department. One Utility vehicle would be turned into D&M Leasing to lease a newer vehicle. Finance Department was requesting authorization to surplus the attached list of machinery and equipment.

RESOLUTION NO. 1932

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.

21. Authorization to submit a grant application to the JIREH K9 Training Academy for the Police K9 Grant Program for the acquisition of a trained K9 and no match requirement – Elizalde

The Mission Police Department was seeking authorization to submit a grant application to the JIREH K9 Training Academy for the Police K9 Grant Program. The grant program would allow the department to acquire a trained K9 officer that would serve as a narcotic detector to assist the department. The program had no match requirement.

22. Authorization to solicit bids for the construction and installation of elevator at 1301 E. 8th Street – Terrazas

The Mission Redevelopment Authority/TIRZ #1 Board acquired the building located at 1301 E. 8th Street, and executed a contract with CG5 LLC on May 13, 2024, to assess the structure and determine the feasibility of installing an elevator and other accessibility requirements in order to meet the American with Disabilities Act (ADA) standards. The city's procurement process for the related work would be followed, therefore staff was requesting to solicit bids for the construction and installation of elevator.

23. Authorization to Execute 2nd and final renewal option with CVQ Land Surveyors, LLC for Land Surveying Services – De Luna

On October 24, 2022, the City of Mission entered into a contractual agreement with CVQ Land Surveyors, LLC for Land Surveying Services. Surveys would be on "as needed basis" to

include topographic, boundary, platting preliminary and all other necessary land surveying tasks. The term of this contract was for one year with two one-year options renewal options. There would be no changes to the original proposal for CVQ Land Surveyors, LLC. Staff was seeking authorization to extend contract for the 2nd and final renewal option with CVQ Land Surveyors, LLC.

24. Authorization to Execute 2nd and Final Renewal Option with Leonel Garza Jr. & Associates, LLC for Appraisal Services – De Luna

On October 24, 2022, the City of Mission entered into a contractual agreement with Leonel Garza Jr. & Associates, LLC for Appraisal Services. The appraisals would be on “as needed basis” and would be required for the purpose of determining fair market values with land purchases, for temporary or permanent easement acquisition for the construction of improvements, and for right-of-way for road construction. The term of this contract was for one year with two one-year renewal options. There would be no changes to the original proposal for Leonel Garza Jr. & Associates, LLC. Staff was seeking authorization to extend contract for the 2nd and final renewal option with Leonel Garza Jr. & Associates, LLC.

25. Authorization to extend the lease for two (2) 2019 Nissan Frontier King Cab 4x2 SV and lease one (1) 2024 Ford Maverick 2WD SuperCrew XLT from D&M Leasing Company (Buyboard #744-24) in the amount of \$50,897.41 – Avila

The Mission Utility Billing Department was seeking authorization to extend the lease for two (2) 2019 Nissan Frontier King Cab 4x2 SV from D&M Leasing Company (Buyboard contract #744-24) to be used by its meter readers. The two (2) 2019 Nissan Frontiers would be leased for an extended 12-month term. Monthly debt service (including principal and interest) would be \$1,053.90. The Utility Billing Department was also seeking authorization to lease a 2024 Ford Maverick 2WD SuperCrew XLT, replacing an existing D&M lease for another 2019 Nissan Frontier. The Maverick would be leased for a 60-month term at a monthly debt service (including principal and interest) of \$562.01. The total purchase capitalized cost for the two lease extensions and lease of the Maverick amounted to \$50,897.41.

Mayor Garza asked to remove item 18 from the list and be discussed individually.

Councilwoman Ortega moved to approve all consent agenda items 15 thru 17 and items 19 thru 265as presented. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

Mayor Garza stated that no action would be taken on item 18.

APPROVALS AND AUTHORIZATIONS

26. Approval of Ordinance # 5568 Amending Personnel Policy Manual pursuant to Texas S.B. No. 1893, implementing a policy prohibiting the use of any TikTok or any other application governed by Chapter 620 of the Texas Government Code on City devices or for official City-related activities – Munguia

Pursuant to Texas S.B. 1893, the City hereby adopted a policy prohibiting the installation or use of TikTok or any application covered by Chapter 620 of the Texas Government Code on any device owned or leased by the City and requiring removal of the application from those devices if already installed. The City shall also adopt a policy prohibiting the employee use of those application for City-related business. TikTok may be installed and used to the extent necessary for providing law enforcement or developing or implementing information security measures,

and used in in compliance with documented measures to mitigate risks to the security of governmental entity information.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve the Ordinance # 5568 Amending Personnel Policy Manual pursuant to Texas S.B. No. 1893, implementing a policy prohibiting the use of any TikTok or any other application governed by Chapter 620 of the Texas Government Code on City devices or for official City-related activities. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

ORDINANCE NO. 5568

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AMENDING ORDINANCE NO. 5399 TO AMEND AND RESTATE THE PERSONNEL POLICY MANUAL FOR EMPLOYEES OF THE CITY OF MISSION, TEXAS; PROVIDING FOR A PUBLICATION CLAUSE AND AN EFFECTIVE DATE

27. Authorization to purchase from Library Interiors of Texas, LLC via BuyBoard Contract 667-22 for Flooring Turnkey service, including all material, labor & equipment for complete re-flooring of 28,000 square ft of the Speer Memorial Library, an amount not exceeding \$199,749.84 – Espinoza

The Speer Memorial Library was seeking authorization to purchase from Library Interiors of Texas, LLC via BuyBoard Contract 667-22 for Flooring Turnkey service, including all material, labor & equipment for complete re-flooring of 28,000 sqft of the Speer Memorial Library, an amount not exceeding \$199,749.84. Scope included removal & disposal of all existing flooring in designated areas, plus installation of new flooring material in the following locations: Main Entrance, Circulation Disk, Circulation Area Office and Storage, Kids Gallery, Kids Area Office and Kids Desk Area, Café Area, Community Training Room, IT Office and Storage areas, Computer Meeting Room, Main Offices and South Wing Hall Hallways.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to purchase from Library Interiors of Texas, LLC via BuyBoard Contract 667-22 for Flooring Turnkey service, including all material, labor & equipment for complete re-flooring of 28,000 square ft of the Speer Memorial Library, an amount not exceeding \$199,749.84. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

28. Approval of Resolution # 1933 Establishing the City's Legislative Priorities for 2025 – Carrillo

Identify and secure sustainable water sources in collaboration with state and local agencies to safeguard long-term water access.

Seek funding for water infrastructure ensuring that it met current and future needs of the community.

Preserve local water rights, advocating for policies that prevent external acquisition and ensure that water rights remain under local jurisdiction.

Sought funding for transportation infrastructure to support regional connectivity.

Support legislative action to move the City of Mission municipal elections from May to November, as supported by the voters through a referendum, to lessen the cost to taxpayers, enhance voter convenience by decreasing the frequency of elections, reducing potential voter fatigue, and encouraging broader public input in local government; the consolidation of election dates can increase voter turnout by aligning local elections with higher-profile state and federal elections held in November, thereby fostering greater civic engagement. The reduction of costs

Support legislation that mandates right-of-way permitting for fiber installation projects, thus allowing the city to coordinate and manage infrastructure in a way that protects both public resources and residents' interests.

Support property tax relief for homeowners and businesses.

Staff and City Manager recommended approval.

Councilwoman Ortega moved to approve Resolution # 1933 Establishing the City's Legislative Priorities for 2025. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

RESOLUTION NO. 1933

CITY OF MISSION RESOLUTION ON STATE LEGISLATIVE PRIORITIES FOR 2025

29. Approval of Resolution # 1934 distributing 150 authorized votes for the election of Appraisal District Board of Directors for 2025-2027 – Carrillo

The City of Mission may cast all of their 150 authorized votes for one candidate or distribute the votes among any number of candidates. The candidates were as follows: Eddy Betancourt, Albert Cardenas, Fernando Castillo, Pete Garcia, Richard A. Garza, Christina Jaramillo, Joe D. Olivarez and Amador Requenez.

Staff and City Manager recommended approval.

Mayor Garza moved to approve Resolution # 1934 distributing 150 authorized votes, half for Eddy Betancourt and half for Amador Requenez for the election of Appraisal District Board of Directors for 2025-2027. Motion was seconded by Councilman Vela and approved unanimously 5-0.

RESOLUTION NO. 1934

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS DISTRIBUTING 150 AUTHORIZED VOTES FOR THE ELECTION OF APPRAISAL DISTRICT BOARD OF DIRECTORS FOR 2025-2027

30. Authorization to Enter into a Facilities Use Agreement for Public Safety Agencies between South Texas College (STC) and Mission Fire Department – Silva

Authorization for a Facilities Use Agreement between South Texas College (STC) and the Mission Fire Department. This agreement would allow the Mission Fire Department to utilize STC's Fire Training Facility for public safety training purposes, fostering collaboration between the college and local emergency response agencies.

The agreement outlined the roles of the two parties involved. South Texas College, as the owner of the Fire Training Facility, would provide access to the Mission Fire Department for specific fire safety training exercises. These exercises could include firefighter training,

emergency simulations, drills, or other preparedness activities essential for the Mission Fire Department's personnel.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to Enter into a Facilities Use Agreement for Public Safety Agencies between South Texas College (STC) and Mission Fire Department. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

31. Approval for the purchase of two (2) 1500 Full Size Crew Cab Trucks, and One (1) 2500 HD Full Size Truck for Fire Prevention Bureau from vendor Caldwell Country Chevrolet via Buyboard contract #724-23 in the amount of \$140,420.00 – Silva

The Mission Fire Department was seeking approval for the purchase of three (3) 2024 Chevrolet Silverado pickup trucks for Fire Prevention Bureau from vendor Caldwell Country Chevrolet via Buyboard contract #724-23.

Two (2) 1500 Full Size Crew Cab Trucks, One (1) 2500 HD Full Size Truck.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to purchase two (2) 1500 Full Size Crew Cab Trucks, and One (1) 2500 HD Full Size Truck for Fire Prevention Bureau from vendor Caldwell Country Chevrolet via Buyboard contract #724-23 in the amount of \$140,420.00. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

32. Authorization to Enter a Participation Agreement for Overdose Detection Mapping Application Program (ODMAP) Between Washington/Baltimore High Intensity Drug Trafficking Area (W/B HIDTA) And Mission Fire Department – Silva

The Mission Fire Department was seeking approval to enter into a participation agreement with the Washington/Baltimore High Intensity Drug Trafficking Area (W/B HIDTA) to access the Overdose Detection Mapping Application Program (ODMAP). ODMAP is a web-based service that enabled first responders to report suspected fatal and non-fatal overdose incidents in real time through a smartphone or computer. This collaboration would allow the department to collect and monitor overdose data more effectively, improving response times and enabling data-driven decisions. Additionally, participation in ODMAP would foster collaboration with other agencies in the area, supporting a coordinated response to the opioid crisis. Access to timely overdose data would also help the department allocate resources efficiently, potentially preventing future incidents through targeted interventions. Approval of this agreement was recommended to strengthen community response efforts and enhance public safety. The Mission Fire Department requested authorization for the necessary signatures to formalize this partnership.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to Enter a Participation Agreement for Overdose Detection Mapping Application Program (ODMAP) Between Washington/Baltimore High Intensity Drug Trafficking Area (W/B HIDTA) And Mission Fire Department. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

33. Authorization to purchase Type 1 Ambulance from Siddons-Martin Emergency Group, LLC in the amount of \$401,470.00 via HGAC contract AM10-23 – Silva

The Mission Fire Department was seeking authorization to purchase ambulance with maintenance package from Siddons-Martin Emergency Group, LLC utilizing ARPA Funds for a 2025 Demers Ford-450, Type 1 Ambulance, through an emergency purchase due to unit chassis availability. The total purchase cost was \$401,470.00, via HGAC AM10-20 (EMS).

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to Type 1 Ambulance from Siddons-Martin Emergency Group, LLC in the amount of \$401,470.00 via HGAC contract AM10-23. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

34. Acceptance of Quarterly Report of Investments for the Quarter ending September 30, 2024 and including interest earned. – Roman

Acceptance of quarterly report required by the Public Funds Investment Act Section 2256.023 of the Texas Government Code on the total investments for the quarter ending September 30, 2024. The total increases to investment balances for the period were \$0 and total decreases were \$249,000.00, leaving a total of \$6,906,453.16 in outstanding investments for the quarter ending September 30, 2024. The total interest earned on all funds year to date was \$397,072.53.

This report of the City's investment portfolio was in compliance with State Law and the investment strategy and policy approved by the City Council.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to accept the Quarterly Report of Investments for the Quarter ending September 30, 2024 and including interest earned. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

35. Approval of September 2024 Unaudited Financial Statements – Roman

September 2024 Unaudited Financials.

Staff and City Manager recommended approval.

Councilwoman Ortega moved to accept the September 2024 Unaudited Financial Statements. Motion was seconded by Councilman Vela and approved 4-1, with Mayor Pro Tem Plata voting against.

36. Approval of the Certified 2024 Tax Roll Totals – Roman

Approval of the Certified 2024 Tax Roll for the City of Mission as per section 26.09(e) of the Texas Property Code.

Total Taxable Value: \$6,809,307,940

Total Tax Levy: \$ 36,240,927.84

Staff and City Manager recommended approval.

Councilwoman Ortega moved to approve the Certified 2024 Tax Roll Totals. Motion was seconded by Councilman Vela and approved unanimously 5-0.

37. Authorization to enter a Memorandum of Understanding between the City of Mission Police Department and the Lower Rio Grande Valley Development Council (LRGVDC) Police Academy – Torres

The Mission Police Department was requesting authorization to enter into a memorandum of understanding with the Lower Rio Grande Valley Development Council (LRGVDC) Police Academy, to clarify roles and expectations from both parties in regards to the police academy. This agreement would include (5) Mission Police Department personnel as sponsored cadets, for which the City of Mission Police Department would pay half of the regular tuition. This agreement outlines the responsibilities and abilities of both entities. This agreement would be in effect as of the last day executed by a party.

Staff and City Manager recommended approval.

Councilwoman Ortega moved to approve a Memorandum of Understanding between the City of Mission Police Department and the Lower Rio Grande Valley Development Council (LRGVDC) Police Academy. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

38. Authorization to purchase (10) mobile radios for patrol units and (5) mobile radios for unmarked units for the Mission Police Department from Motorola Solutions via contract # 17724 - HGAC (TX)-RA05-21 in the total of \$102,767.85, purchased with asset forfeiture funds and approval of respective budget amendment – Torres

The Mission Police Department was seeking authorization to purchase (10) mobile radios for patrol units and (5) mobile radios for unmarked units from Motorola Solutions. Purchase cost in the amount of \$102,767.85, via contract # 17724 - HGAC (TX)-RA05-21, purchased with asset forfeiture funds.

Staff and City Manager recommended approval.

Councilwoman Ortega moved to purchase (10) mobile radios for patrol units and (5) mobile radios for unmarked units for the Mission Police Department from Motorola Solutions via contract # 17724 - HGAC (TX)-RA05-21 in the total of \$102,767.85, purchased with asset forfeiture funds and approval of respective budget amendment BA-25-07. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

39. Authorization to submit project applications for the Disaster Recovery Reallocation Program (DRRP) Call for Projects with the Texas General Land Office. – Elizalde

The city was seeking authorization to submit project applications to the Texas General Land Office for the Disaster Recovery Reallocation Program (DRRP) Call for Projects. The city was eligible to submit up to three (3) projects under the following storm events: Hurricane Ike & Dolly; 2015 Floods & Storms; 2016 Floods & Storms; 2018 South Texas Floods; & 2019 Disasters. Eligible projects included: Flood & drainage improvements; water and wastewater improvements; street improvements; rehabilitation, reconstruction, and new construction of affordable multifamily projects; and permanently affixed emergency communication equipment. All projects must logically tie back to the city's impacts of the declared disasters. For competitive leverage, the city would commit the minimum of 10% match. The Texas GLO would invite selected municipalities to submit full applications no later than February 2025.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to submit project applications for the Disaster Recovery Reallocation Program (DRRP) Call for Projects with the Texas General Land Office. Motion was seconded by Councilman Vela and approved unanimously 5-0.

40. Authorization to solicit RFP for Administrative Services and RFQ for Engineering Services for management and implementation services for the TX GLO Disaster Recovery Resilience Program. – Elizalde

The Texas General Land Offices accepting applications for the Disaster Recovery Reallocation Program (DRRP) to address infrastructure needs for localities impacted by program specific disaster events (Hurricane Ike & Dolly; 2015 Floods & Storms; 2016 Floods & Storms; Hurricane Harvey; 2018 South Texas Floods; & 2019 Disasters). Funding was made available through a competitive application process and allowed the inclusion for administrative service and other professional service costs. We were seeking authorization to solicit RFP for Administrative Services and RFQ for Engineering Services related to the CDBG-DR grant opportunity.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to solicit RFP for Administrative Services and RFQ for Engineering Services for management and implementation services for the TX GLO Disaster Recovery Resilience Program. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

41. Authorization to accept grant award for the FY25 Operation Lone Star (OLS) Grant Program with the Texas Office of the Governor in the amount of \$250,000 with no match requirement with respective budget amendment – Elizalde

On November 1, 2024 the city was awarded a \$250,000 grant under the FY25 Operation Lone Star (OLS) Grant Program with the Texas Office of the Governor. The project will support the acquisition of vehicles and other equipment for public safety as needed to reduce border-related criminal activity and increase effectiveness of its operations. The program did not have a match requirement.

Staff and City Manager recommended approval.

Councilwoman Ortega moved to accept grant award for the FY25 Operation Lone Star (OLS) Grant Program with the Texas Office of the Governor in the amount of \$250,000 with no match requirement with respective budget amendment BA-25-09. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

42. Authorization to accept grant award for the FY25 Local Border Security Program with the Texas Office of the Governor in the amount of \$180,000 with no match requirement. – Elizalde

On November 4, 2024 the city was awarded a \$180,000 grant under the FY25 Local Border Security Program with the Texas Office of the Governor. The project would support approximately 3,800 hours of the departments overtime costs associated with enhanced patrol to deter and interdict criminal activity along its border operations. The program did not have a match requirement.

Staff and City Manager recommended approval.

Councilwoman Ortega moved to accept grant award for the FY25 Local Border Security Program with the Texas Office of the Governor in the amount of \$180,000 with no match requirement. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

43. Authorization to accept grant award for the FY25 Border Zone Fire Department Grant Program with the Texas Office of the Governor in the amount of \$250,000 with no match requirement with respective budget amendment – Elizalde

On November 4, 2024 the city was awarded a \$250,000 grant under the FY25 Border Zone Fire Department Grant Program with the Texas Office of the Governor. The project would support the acquisition of a Skeeter Brush Rescue ATP Truck for the department's operations of border related emergency services. The program did not have a match requirement.

Staff and City Manager recommended approval.

Councilwoman Ortega moved to accept grant award for the FY25 Border Zone Fire Department Grant Program with the Texas Office of the Governor in the amount of \$250,000 with no match requirement with respective budget amendment BA-25-06. Motion was seconded by Councilman Vela and approved unanimously 5-0.

44. Approval of Resolution #1935 to require all non-profit boards governed by joint advisory committees and those receiving funding to submit financial reports and 990 Filings – A. Garcia

Staff was recommending the establishment of a resolution requiring that all non-profit boards governed by joint advisory committees and/or those receiving funding from the City of Mission to submit financial reports and 990 filings for the end of their fiscal year. It is crucial that all non-profits complete their 990 filings to remain in good standing with the IRS under Section 501(c)(3) of the internal Revenue Code. Upon three years of consecutive non-reporting, a non-profit was subject to the removal of their 501(c)(3) status and thereby reducing its ability to fulfill its mission as a board. Therefore, it was in the best interest of the City of Mission to mandate the annual submission of end-of-year financial reports and 990 filings. Although applicable to any and all current or future non-profits funded or governed by a joint advisory committee, the following non-profits would be considered to fall under this new requirement: Mission Historical Museum, Friends of the Library, Keep Mission Beautiful, Boys & Girls Club of Mission and Texas Citrus Fiesta.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve Resolution #1935 to require all non-profit boards governed by joint advisory committees and those receiving funding to submit financial reports and 990 Filings. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

RESOLUTION NO. 1935

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS REQUIRING ALL NON-PROFIT BOARDS GOVERNED BY JOINT ADVISORY COMMITTEES AND THOSE RECEIVING FUNDING FROM THE CITY OF MISSION TO SUBMIT 990 FILINGS AND ANNUAL FINANCIAL REPORTS TO THE CITY MANAGER ANNUALLY; AND ESTABLISHING AN EFFECTIVE DATE.

45. Approval of a budget amendment for mailing services regarding Utility Billing Bill Cycle Rezoning Project in the amount of \$20,000 – Terrazas

Authorization to contract Upper Valley Mailing Service for a mailout regarding the Rezoning of the Utility Billing Cycles Project in the amount of \$20,000. The rezoning aimed to improve efficiency and reduce costs in the billing process.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve budget amendment BA-25-08 for mailing services regarding Utility Billing Bill Cycle Rezoning Project in the amount of \$20,000. Motion was seconded by Councilman Vela and approved unanimously 5-0.

Mayor Pro Tem Plata stepped out of the meeting at 6:05 p.m.

46. Authorization to proceed with presentation of a project funding request for a 1,600 linear foot 24” sewer line between Glasscock Rd. and Bryan Rd. north of Expressway 83 to Tax Increment Reinvestment Zone (TIRZ) #1/Mission Redevelopment Authority (MRA). – Terrazas

Staff was seeking authorization to proceed with presentation of a project funding request to Tax Increment Reinvestment Zone (TIRZ) #1/Mission Redevelopment Authority (MRA) for a 6,200’ linear foot 24” sewer line between Glasscock Rd and Bryan Rd, north of Expressway 83. Due to the increased use and lack of capacity on the existing 12” sewer line overflow and backups have been experienced for customers in the area. A new 24” line was proposed to be placed in parallel to the existing line and connected to the system to increase capacity. The estimated cost of this project would be approximately \$2,500,000 excluding design fees. Design fees would be approximately \$225,000. A project funding request would be deliberated on with TIRZ #1/MRA for design and construction fees.

Staff and City Manager recommended approval.

Councilwoman Ortega moved to proceed with presentation of a project funding request for a 1,600 linear foot 24” sewer line between Glasscock Rd and Taylor Rd, north of Expressway 83 to Tax Increment Reinvestment Zone (TIRZ) #1/Mission Redevelopment Authority (MRA). Motion was seconded by Councilman Vela and approved unanimously 4-0.

UNFINISHED BUSINESS

None

ROUTINE MATTERS

City Manager Comments – Employee Appreciation Luncheon to be held on November 20th at the Mission Event Center. Mayor’s Christmas Lighting to be held on November 22nd and 23rd at the Leo Pena Placita Park. City Offices will be closed on half a day on November 27th, and on November 28th-29th in observance of the Thanksgiving Holiday.

City Council Comments – Councilwoman Ortega wished everyone a Happy Thanksgiving, Councilwoman Gerlach wished everyone a wonderful time with family and friends for the upcoming holiday, Councilman Vela wished everyone a Happy Thanksgiving

Mayor's Comments – Happy Thanksgiving

At 6:09 p.m., Councilwoman Ortega moved to convene into Executive Session. Motion was seconded by Councilwoman Gerlach and approved unanimously 4-0.

EXECUTIVE SESSION

Upon conclusion of Executive Session at 7:01 p.m., Councilwoman Gerlach moved to reconvene the regular meeting. Motion was seconded by Councilwoman Ortega and approved unanimously 4-0.

1. Closed session pursuant to Tex. Gov't Code Section 551.074 (Personnel Matters) Evaluation of City Manager relating to goals and objectives
No Action
2. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney) related to Black Diamond Developers, LP and CCC Operations, LLC v. City of Mission, Cause No. C-5276-23-D.
No Action
3. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney) relating to Madero Bridge Project and related obligations
Councilwoman Ortega moved to approve as discussed in executive session. Motion was seconded by Councilwoman Gerlach and approved unanimously 4-0.

ADJOURNMENT

At 7:02 p.m., Councilwoman Ortega 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 SPECIAL MEETING
MISSION CITY HALL
NOVEMBER 21, 2024 at 4:30 PM**

MINUTES

PRESENT:

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

ABSENT:

ALSO PRESENT:

Guillermo Reyna
Ruben De Jesus

STAFF PRESENT:

Anais Chapa, Assistant City Secretary
Juan Pablo Terrazas, Asst. City Manager
Humberto Garcia, Media Relations
Joel Chapa, Police Officer

SPECIAL MEETING

CALL TO ORDER AND ESTABLISH QUORUM

With a quorum being present, Mayor Norie Gonzalez Garza called the meeting to order at 4:36 p.m.

DISCLOSURE OF CONFLICT OF INTEREST

None

CITIZEN'S PARTICIPATION

None

AGENDA ITEMS

1. Approval of a Reimbursement Agreement between the City of Mission and Mission Redevelopment Authority related to the Sanitary Sewer Improvements from Shary Road to Bryan Road Project – Terrazas

The Public Improvements consists of design and construction of sanitary sewer line improvements one block north of State Highway 83 from Glasscock Road to Bryan Road. The Parties acknowledge that the Public Improvements will be financed and designed, and all necessary right of way will be acquired by the City and consistent with the terms of this Agreement.

The Project Costs eligible under this Agreement shall be the City's actual design costs of the Public Improvements and right-of-way acquisition costs that are eligible for financing by the Authority under the Project and Financing Plan, not to exceed \$2,887,500.00.

Agreement was approved by the MRA/TIRZ Board on November 21, 2024.

Staff and City Manager recommend approval.

Councilwoman Jessica Ortega moved to approve Reimbursement Agreement between the City of Mission and Mission Redevelopment Authority related to the Sanitary Sewer Improvements from Shary Road to Bryan Road Project. Motion was seconded by Councilman Alberto Vela and approved unanimously 5-0.

2. Authorization to engage Engineering Firm from the city's pool of engineers for Sanitary Sewer Improvements from Shary Road to Bryan Road Project with cost to be reimbursed by Mission Redevelopment Authority/TIRZ #1 and authorize Mayor to execute contract incident thereto – Terrazas

Authorization to engage an Engineering Firm from the city's pool of engineers for Sanitary Sewer Improvements from Shary Road to Bryan Road Project. Project will consist of a 6,200 linear foot 24" sewer line between Shary and Bryan Road north of Expressway 83. Due to the increased use and lack of capacity on the existing 12" sewer line overflow and backups have been experienced for customers in the area. A new 24" line is proposed to be placed in parallel to the existing line and connected to the system to increase capacity. Project cost will be reimbursed via a Reimbursement Agreement approved by the MRA/TIRZ on November 21, 2024.

Staff and City Manager recommend approval.

Mayor Garza asked to discuss this item and the next in executive session.

At 4:42 p.m., Mayor Pro Tem Ruben Plata moved to convene into executive session. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

Upon conclusion of Executive Session at 5:53 p.m., Mayor Pro Tem Plata moved to reconvene the special meeting. Motion was seconded by Councilman Vela and approved unanimously 5-0.

Councilwoman Ortega moved to engage Melden & Hunt from the city's pool of engineers for Sanitary Sewer Improvements with legal revisions and the addition of liquidation damages if project is not complete within the stated time frame. Motion was seconded by Councilman Vela and approved unanimously 5-0.

3. Authorization to engage Guillermo Reyna, CPA as Internal Auditor and authorize City Manager to execute contract incident thereto – Garcia

Authorization enter into a Professional Service Agreement with Guillermo Reyna, CPA to provide internal audit services. Auditor shall perform services under the direction of the City's Audit Committee and or City Manager or his designee. Term of the agreement is for six months at a cost of \$110.00 per hour for the auditor and \$50.00 per hour for assistants.

Staff and City Manager recommend approval.

Mayor Pro Tem Plata moved to engage Guillermo Reyna, CPA as Internal Auditor and authorize City Manager to execute contract incident thereto. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

ADJOURNMENT

At 5:54 p.m., Mayor Pro Tem Plata moved for adjournment. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



MINUTES

PRESENT:

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

ABSENT:

ALSO PRESENT:

Noe Hinojosa
Bobby Villarreal
Alejandra Yanez
Maria Arvizu
Richard Hernandez

STAFF PRESENT:

Juan Pablo Terrazas, Asst. City Manager
Andy Garcia, Asst. City Manager
Alex Fajaro, Media Relations
Ruben Hernandez, Media Relations
Telco Garcia, MEDC CEO

SPECIAL MEETING

CALL TO ORDER AND ESTABLISH QUORUM

With a quorum being present, Mayor Norie Gonzalez Garza called the meeting to order at 3:05 p.m.

DISCLOSURE OF CONFLICT OF INTEREST

Mayor Pro Tem Ruben Plata has one on file for executive session item number two.

CITIZEN'S PARTICIPATION

None

At 3:06 p.m., Mayor Pro Tem moved to convene into Executive Session. Motion was seconded by Councilwoman Marissa Gerlach and approved unanimously 4-0.

EXECUTIVE SESSION

Councilwoman Jessica Ortega joined the meeting at 3:26 p.m.

Upon conclusion of Executive Session at 4:03 p.m., Mayor Pro Tem Plata moved to reconvene the regular meeting. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

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

No Action

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

Councilwoman Ortega moved to proceed as discussed in executive session. Motion was seconded by Councilman Alberto Vela and approved unanimously 4-0 with Mayor Pro Tem Plata abstaining.

ADJOURNMENT

At 4:04 p.m., Mayor Pro Tem Plata moved for adjournment. Motion was seconded by Councilman Vela and approved unanimously 5-0.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

PRESENTED BY: Mike R. Perez, City Manager

AGENDA ITEM: Acknowledge Receipt of Minutes – Perez
 Speer Memorial Library Board – September 17, 2024
 Mission Civil Service Commission – November 5, 2024
 Parks & Recreation Board – October 8, 2024
 Traffic Safety Committee – June 18, 2024
 Planning & Zoning Commission – September 4, September 18, October 2, October 16, November 6, 2024
 Traffic Safety Committee – June 18, 2024

NATURE OF REQUEST:

See attached minutes.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

SPEER MEMORIAL LIBRARY BOARD

The Speer Memorial Library Board met for its regularly scheduled meeting on September 17, 2024, at Speer Memorial Library.

A. Call to order

The Meeting was called to order by Cynthia Leon at 5:02 p.m.

Attendance was taken.

Present:

Cynthia Leon
Mayra Rocha
Perri Ann Huntley
Lina Cruz
Rose Mary Gallagher

Absent:

Elizabeth Garza
Beth Blanton

Library Staff Present:

Yenni Espinoza, Library Director

1. Approval/Disapproval of Absences

All absences for June 18th were approved except for Mrs. Beth Blanton which were presented as Unexcused.

2. Board Minutes

Mayra Rocha moved to approve the minutes as presented for the June 18, 2024, Speer Memorial Library Board Meeting. Cynthia Leon seconded the motion, and the motion passed unanimously.

3. Treasurer's Report

Perri Ann Huntley stated that the current balances in both the Breyfogle and MacDonald accounts, with activity as of August 2024, were attached for review. She stated that the MacDonald account has a balance of \$27,476.62 and the Breyfogle account has a balance of \$3,726.75. The treasurer's report will be filed for audit.

B. Routine Business

4. HCLS

Yenni Espinoza, Library Director reported HCLS meetings information: She mentioned the continuation of moving from the TLC system of checking in and checking out books in the catalog/collection database into a new system called Insignia in November or by the end of December. Letting the board know about the services that Insignia would be offering to the libraries.

5. Librarian's Report

Yenni Espinoza presented the Board members with the monthly reports for the months of June up to today. Yenni Espinoza reported on the numerous library activities held for the Summer Reading Pogrom for each department, which included The Children's Department had Movies on Mondays, Arts & Crafts on Tuesdays, Toddler Time on Wednesdays, Thursdays they have Cooking with Kids, and on Fridays they have Storytime.

The Teen Department programming for the summer they hosted different Video Game Tournaments throughout the summer. They also had craft events and movie nights throughout

every month. On Wednesdays, the teen department focuses on programming anime and manga for crafts, movies, and learning Japanese.

Yenni stated that the Book Club had their usual meetings throughout the months when they had book discussions on books. The Reference Department also hosted for this summer a Rocks Painting classes on Tuesdays at 10 am, Chess and Checkers on Thursdays at 10 am, and

Movies

once a month on a Saturday at 2 pm. Yenni Espinoza finalized the librarian’s report.

C. Any Discussion or Action on Board Items -

6. Using the Macdonald Grant To Purchase Library Materials for Patron Check Out-

The board approved of using the Macdonald grant of \$19,723.10 to purchase library Materials for patron check out as needed in items like a Shush Booth, 3D printer, Circuit, Engraver and Cutter, Sewing Machine, 4K Player, and etc.

7. Using the Macdonald Grant Interest to Purchase Library Furniture-

The board approved of the using the Macdonald grant interest of \$7,753.52 to purchase library furniture as needed in items like a Chairs, Sofa, and etc.

D. Unfinished Business – None

E. New Business –

8. Nominating Committee for Officers 2025/Renewals-

Cynthia Leon appointed Elizabeth Garza and Mayra Rocha for nominating committee for Officers 2025. Lina Cruz and Rose Mary Gallager stated they would like to renew their Seat in the library board. They put forth Jeff Taylor as a recommondation to be part of the Library Board

F. Announcements or Remarks

The next Speer Memorial Library Board meeting is tentatively scheduled for December 10, 2024, at 5:00 p.m.

G. Adjournment

Mayra Rocha made a motion to adjourn the meeting, and Lina Cruz seconded the motion which passed unanimously. Cynthia Leon adjourned the meeting at 6:13 p.m.

Library Board Secretary _____ Date 11/27/2024
(Lina Cantu Cruz)

**MINUTES FOR THE
MISSION CIVIL SERVICE COMMISSION
November 5, 2024**

Commission-Present

**Polo Garza-Chairman
Jerry Saenz-Vice-Chair-A
Guillermo Delgadillo-Member**

Staff Present

**Jesse Lerma Jr-CS Director
Noemi Munguia-HR Director
Mike Silva-Fire Chief
Cesar Torres-Police Chief
Leeroy Garcia-FF Union President
Frank Chairez-Deputy Chief
Abel Trevino-ENG Fire
Patricia Rigney-City Atty
Joey Flores-CPT
Tony Trevino-CPT**

Call to Order

Mr. Polo Garza called the meeting to order at 9:00 a.m.

Pledge of Allegiance

Mr. Garza led the Pledge of Allegiance

Approval of Minutes-October 21, 2024

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

Consideration and Action Regarding the Reports of the Three-Member Board of Physicians Regarding ENG Abel Trevino's Fitness For Duty, Pursuant to Texas Local Government Code Section 143.081 (d)

Mr. Lerma advised the Commission that we had received the report from the three-member board of physicians as requested pertaining to ENG Trevino's fit for duty evaluation. Mr. Lerma advised the Commission that the results were that ENG Trevino was not fit for duty. After a brief discussion, Mr. Delgadillo made a motion to accept the report and turn it over to Chief Silva as required by law. Mr. Garza seconded the motion. Motion was approved unanimously.

Consideration and Action to Open the Mission Fire Department DC's Promotional Examination to CPTs with Less Than Two Years of Service, Pursuant to Texas Local Government Code 143.030 (d)

Mr. Lerma advised the Commission that Chief Garcia submitted a letter requesting that we open the DC's Promotional exam to individuals with less than two years of service to be able to conduct a competitive exam, he went on to state that based on his conversation with the eligible candidates we would not have enough participants. After a brief discussion, Mr. Delgadillo made a motion to open up the examination to individuals with less than two years of service to be able to have a competitive examination. Mr Garza seconded the motion. Motion was approved unanimously.

Pending Business

Mr. Lerma advised the Commission of the pending entry level examinations coming up for both departments and the LT's examination for the Fire Department

Adjourn

Meeting was adjourned at 9:10 a.m.

PARKS AND RECREATION BOARD MEETING
October 8, 2024

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

Call to Order

Tony Guerrero called the meeting to order.

Roll Call

Roll call was taken and quorum was met.

Prayer

Brad Bentsen led us in prayer.

Approval of Minutes

The Board Members approved the minutes for the September 10, 2024 Board meeting. Motion to approve was made by **Karina Garza** and seconded by **Chris Voss**. The motion to approve minutes passed unanimously.

CITIZEN PARTICIPATION

George Gutierrez came before the Board to ask for permission to continue to provide his services at the Hike and Bike Trails of passing out water and providing security to the cars. His presence at the Hike and Bike Trails is appreciated by many trail goers and even Mission PD. He expressed his passion to continue to have a presence at the Trails, but is wanting official permission to be there since other Departments such as the Health Department have asked him to leave since he is distributing waters without permission from the City. The Board discussed the pros and cons of giving him official permission to be there, but decided to table their decision until further discussion.

Pete Charles gathered information from other cities on their prices in rentals to compare to ours for La Placita, however no other city has an amphitheater like La Placita to fully compare. However, McAllen charges \$225 a day for a Pavilion, Edinburg charges \$150 every hour for a Pavilion, and the City of Mission charges \$300 for the day for La Placita. Pete Charles suggested to increase the price to \$700 per day for renting La Placita for a market.

UPDATE ON AQUATICS

This fall season is the slow season at the pool, but lap swimming continues. Sharyland High School continues to use the facility for their swim and water polo practices. This upcoming weekend our USA swim team will have a swim meet in Brownsville. The Aquatics Department is in communication with a home-schooled program that wants to use the pool for their PE class, a meeting is still pending to see whether or not it will be approved.

New Business/Old Business

Due to lack of quorum no old or new business.

Adjournment

Meeting was dismissed, but no quorum was available to motion.

**PLANNING AND ZONING COMMISSION
SEPTEMBER 4, 2024
CITY HALL'S COUNCIL CHAMBERS @ 5:30 P.M.**

P&Z PRESENT

Diana Izaguirre
Kevin Sanchez
Steven Alaniz
Connie Garza
Raquenel Austin
J.D Villarreal
Irene Thompson

P&Z ABSENT

Omar Guevara

STAFF PRESENT

Alex Hernandez
Jessica Munoz
Gabriel Ramirez
Elisa Zurita
Irasema Dimas

GUEST PRESENT

Hector Enriquez
Jose Luis Morin
Delfino Gaona
Glenda Gaona

CALL TO ORDER

Chairwoman Ms. Izaguirre called the meeting to order at 5:30 p.m.

DISCLOSURE OF CONFLICT OF INTEREST

There was none.

CITIZENS PARTICIPATION

There was none.

APPROVAL OF MINUTES FOR AUGUST 21, 2024

Chairwoman Ms. Izaguirre asked if there were any corrections to the minutes for August 21, 2024. Ms. Garza moved to approve the minutes. Ms. Austin seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:30 p.m.

Ended: 5:40 p.m.

Item #1.1

Rezoning:

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

Mr. Hernandez went over the write-up stating the subject site is located approximately 240' East of Trospen Road along the south side of Palmer Road.

SURROUNDING ZONES:

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

EXISTING LAND USES:

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

Site: Vacant

FLUM: Lower Density Residential (LDA)

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

RECOMMENDATION: Staff is recommending Denial.

Mr. Sanchez arrived to the meeting at 5:31pm

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

Mr. Mario Reyna with Melden & Hunt, mentioned that Amber Grove Subdivision was a 14 Lot subdivision which consisted of duplex-fourplex's & six-plex's. He added that a permit was submitted for a six-plex but was denied, that the zone only allows up to four apartments. Mr. Reyna feels that by approving the multi-family residential zone, it won't compromise the area since the subdivision had always been proposed for apartments. He added that the city's code of ordinances for an R-2 had not been updated since 2014.

Chairwoman Izaguirre asked what is the approximate square footage on lots 4,5,6 & 7.

Mr. Reyna replied 10,000 to build fourplex.

Chairwoman Izaguirre asked what is the sq. footage for lot 11?

Mr. Reyna replied 14,500 sq.ft.

Chairwoman Izaguirre do you have a site plan?

Mr. Reyna replied that he didn't have the site plan with him.

Ms. Thompson asked if the subdivision had a home owner's association.

Mr. Reyna replied yes, however it isn't a gated community.

Ms. Thompson asked if the subdivision had any deed restrictions?

Mr. Reyna replied no, the developer is the builder of the apartments.

Chairwoman Izaguirre asked how old was the City of Mission Code for an R-2 or R-3?

Ms. Dimas replied that it was updated in 2022.

Ms. Garza asked how was the subdivision approved.

Mr. Hernandez replied (R-2) Duplex- Fourplex Residential.

Mr. Sanchez stated that the R-3 zone was for Multi-Family apartments?

Mr. Hernandez replied yes, and the setbacks are different for an R-3 zone.

Ms. Austin asked if lots 12,13 & 14 were vacant.

Mr. Reyna replied lots 1-6, 12,13 & 14 have been built on.

Chairwoman Izaguirre mentioned 12, 13 & 14 were impacted with the detention pond which is why those are smaller.

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

There being no further discussion, Chairwoman Izaguirre entertained a motion. Ms. Austin moved to approve the rezoning. Mr. Sanchez seconded the motion. Upon a vote, the motion passed 5-1, with Ms. Garza opposed.

Started: 5:40 p.m.

Ended: 5:46 p.m.

Item #1.2

Rezoning:

**Lot 8, Block 5, Taurus Estates #9 Phase I
R-2 to R-3
Ericka Padron**

Mr. Hernandez went over the write-up stating the site is located approximately 147' North of Azalea Street along the West side of N. Inspiration Road. – see vicinity map.

SURROUNDING ZONES:

- N: R-2 - Duplex-Fourplex Residential
- E: R-1/AO-I - Single Family Residential & Agricultural Open Interim
- W: R-1 - Single Family Residential
- S: C-2 - Neighborhood Commercial

EXISTING LAND USES:

- N: Apartment
- E: Single Family Home/Junkyard
- W: Single Family Home
- S: Commercial
- Site: Vacant

FLUM:

Moderate Density Residential (MD)

REVIEW COMMENTS: The proposed zone does not comply with the City's Future Land Use Map. Moderate Density Residential uses would reflect townhomes, mobile homes, duplexes; zonings would include R-1T, R-2, R-4 (mobile homes). Staff mailed 22 notices to property owners within a 200' radius of the site to solicit comments in favor or against this request. As of the date of this write-up, staff has not received any comments.

RECOMMENDATION: Staff recommends denial.

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

Mr. Hector Enriquez stated he was proposing a rezoning for an R-3 to build an eight-plex.

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

Chairwoman Ms. Izaguirre asked the board if they had any questions for staff.

There were none.

Chairwoman Ms. Izaguirre asked if there is a site plan?

Mr. Hernandez replied no they don't have a site plan since it was a rezoning.

Chairwoman Izaguirre asked how big was the lot?

Mr. Hernandez replied that the lot was 16,000 sq. ft.

Mr. Alaniz asked if there was enough parking.

Mr. Hernandez replied that the minimum was 2 parking spaces per unit.

Ms. Thompson asked if the apartment complexes on Inspiration Road were all fourplex.

Mr. Hernandez replied that there was only fourplex's in the area.

Ms. Thompson asked that if the apartments that were being proposed were two-story.

Mr. Hernandez replied no.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Mr. Alaniz moved to "Table" the rezoning until the applicant brings a site plan. Ms. Thompson seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:46 p.m.

Ended: 5:48 p.m.

Item #1.3

Rezoning:

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

Mr. Hernandez went over the write-up stating the site is located approximately 75' East of N. Conway Aveune along the South Side of Sunrise Lane. – see vicinity map.

SURROUNDING ZONES:

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

EXISTING LAND USES:

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

FLUM: Low Density Residential (LD)

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

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

RECOMMENDATION: Staff recommends approval.

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

There were none.

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

Chairwoman Izaguirre asked the board if they had any questions for staff.

There were none.

There being no discussion, Chairwoman Izaguirre entertained a motion. Ms. Garza moved to approve the rezoning. Ms. Austin seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:48 p.m.

Ended: 5:53 p.m.

Item #1.4

Rezoning:

**A 2.44 acre tract of land out of the,
7.8 acres out of the Fernandez Strip
Out of Porcion 52**

R-2 to C-3
Sandra Tamez

Mr. Hernandez went over the write-up stating the subject site is located approximately 1,660' South of Mile One South Road along the west side of S. Inspiration Road. – see vicinity map.

SURROUNDING ZONES:

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

EXISTING LAND USES:

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

FLUM: Low Density Residential (LD)

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

RECOMMENDATION: Staff recommends Denial.

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

Ms. Daniela is speaking on behalf of Ms. Tamez. She stated Ms. Tamez is requesting for part of the property to be rezoned to C-3 so she could be able to rent it for events for her family and friends.

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

Chairwoman Izaguirre asked why couldn't the board see the item under a conditional use permit?

Mr. Hernandez replied that it was not an allowable use under the R-2 zone.

Chairwoman Izaguirre asked why did Muñequita Ranch obtain a conditional use permit?

Ms. Dimas replied Muñequita Ranch was a different zone.

Ms. Thompson asked that who were the property owners that surrounded the area.

Mr. Hernandez replied that the property on the north side was the applicant and on the north and south was Rhodes.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Mr. Villarreal moved to approve the rezoning. Ms. Austin seconded the motion. Upon a vote, the motion passed 5-1, with Ms. Garza abstained.

Started: 5:53 p.m.

Ended: 5:55 p.m.

Item #1.5

**Conditional Use Permit: Mobile Food Truck- Baja Fish Tacos
2509 Colorado Street, Ste. 202
Lot 1, Block 2, Santa Lucia Development
C-3
Octavio A. Morales**

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

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

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

RECOMMENDATION: Staff recommends approval subject to:

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

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

Mr. Morales who is one of the owners of Baja Fish Tacos was present.

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

Chairwoman Izaguirre asked the board if they had any questions for staff.

There was none.

There being no discussion, Chairwoman Izaguirre entertained a motion. Ms. Garza moved to approve the conditional use permit. Ms. Austin seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:55 p.m.

Ended: 6:01 p.m.

Item #1.6

Conditional Use Permit

Renewal:

Sale & On-Site Consumption of Alcoholic

Beverages- Taboo Bar & Grill

608 N, Shary Road, Suites 9 & 10

Lot 1, Alba Plaza

C-3

BGD Investments, LLC

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

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

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

RECOMMENDATION: Staff recommends approval subject to:

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

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

There was none.

Chairwoman Izaguirre entertained a motion to close the public hearing. Ms. Thompson moved to close the public hearing. Mr. Alaniz seconded the motion. Upon a vote, the motion passed unanimously.

Chairwoman Izaguirre asked the board if they had any questions for staff.

Ms. Garza asked how many police reports did planning department receive from the Police Department.

Mr. Hernandez replied four police reports.

Ms. Garza asked that if the employee selling narcotics was arrested.

Mr. Hernandez replied that the report didn't state that.

Ms. Garza asked that what happens if the conditional use permit would expire? Does the business continue to operate?

Mr. Hernandez replied yes, the last time taboo bar & grill was seen was in February.

Mr. Alaniz asked if the applicant was present?

Mr. Hernandez replied no.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Mr. Alaniz moved to approve the conditional use permit renewal for six months. Mr. Villarreal seconded the motion. Upon a vote, the motion passed 5-1, with Ms. Garza abstaining.

Started: 6:01 p.m.

Ended: 6:05 p.m.

Item #2.0

**Preliminary & Final
Plat Approval:**

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

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

VARIANCE

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

Note:

Code of Ordinances / Chapter 98 - SUBDIVISIONS, Sec. 98-134. - Streets. (n) Street names.

Names of new streets shall not duplicate or cause confusion with the names of existing streets, unless the new streets are a continuation of or in alignment with existing streets, in which case names of existing streets shall be used, and shall conform to the existing street naming system.

WATER

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

SEWER

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

STREETS & STORM DRAINAGE

The proposed internal street is a 32' back-to-back within a 50' Right of Way. Access will be from Inspiration Rd. The development will utilize 2 proposed detention ponds to mitigate the increase in runoff for the 50-year development conditions to below the 10-year existing conditions. The development will add impervious cover to the site and increase flows. However, flow rates for runoff leaving the site will be less than existing conditions due to the proposed detention ponds. Therefore, the runoff resulting from the proposed development will not produce a significant adverse impact to other properties, habitable structures, or drainage infrastructure systems downstream. The City Engineer has reviewed and approved the drainage report.

OTHER COMMENTS

- Installation of street lighting as per City Standards
- Park Fees have been paid and credited to the account
- Water District Exclusion
- Conveyance or Payment of Water Rights
- Must comply with all other format findings.

RECOMMENDATION

Staff recommends approval subject to:

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

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

Mr. Delfino Gaona was present. He mentioned that the variance that he was requesting was to name the streets under his daughter's names.

Mr. Ramirez stated the variance has been submitted and is a part of the proposal. He explained that staff recommends denial simply because the streets don't align with the city's existing names.

Chairwoman Izaguirre stated that the subdivision was not a private subdivision.

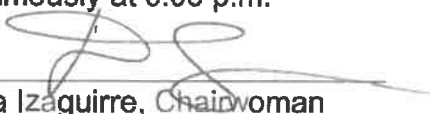
Mr. Sanchez stated that on gated & private subdivisions the board has allowed the name change of the streets.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Mr. Sanchez moved to deny the variance request for street names changes and approve the subdivision plat. Mr. Alaniz seconded the motion. Upon a vote, the motion passed unanimously.

ITEM#3.0

ADJOURNMENT

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Alaniz moved to adjourn the meeting. Ms. Austin seconded the motion. Upon a vote, the motion to adjourn passed unanimously at 6:05 p.m.



Diana Izaguirre, Chairwoman
Planning and Zoning Commission

**PLANNING AND ZONING COMMISSION
SEPTEMBER 18, 2024
CITY HALL'S COUNCIL CHAMBERS @ 5:30 P.M.**

P&Z PRESENT

Diana Izaguirre
Steven Alaniz
Connie Garza
J.D Villarreal
Irene Thompson
Omar Guevara

P&Z ABSENT

Kevin Sanchez
Raquenel Austin

STAFF PRESENT

Susie De Luna
Alex Hernandez
Jessica Munoz
Elisa Zurita

GUEST PRESENT

Ernesto Gonzalez
Jorge Gonzalez
Julio c. Alaniz
Hector Enriquez
Roger de Leon

CALL TO ORDER

Chairwoman Izaguirre called the meeting to order at 5:31 p.m.

DISCLOSURE OF CONFLICT OF INTEREST

There was none.

CITIZENS PARTICIPATION

There was none.

APPROVAL OF MINUTES FOR SEPTEMBER 4, 2024

Chairwoman Izaguirre asked if there were any corrections to the minutes for September 4, 2024. Ms. Garza moved to approve the minutes. Mr. Guevara seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:32 p.m.

Ended: 5:51 p.m.

Item #1.1

Conditional Use Permit:

**The Cordelle Event Center
2402 Brock Street, Ste. C
Lot 20, Shary Business Center
(aka Shary Business Center Condos Unit 3)
C-3
Julio C. Alaniz**

Ms. De Luna went over the write-up stating the subject site is located approximately 130' east of Shary Road along the south side of Brock Street. The applicant is leasing a 2,156 sq. ft. suite within a multi-unit commercial plaza for a proposed event center. The applicant proposes to have small scale events such as birthday parties, gender reveals, reunions, seminars, etc. Access to the site will be provided via a driveway off of Shary Road and Brock Street.

- **Hours of Operation:** Sunday – Saturday from 8:00 a.m. to 12:00 a.m.
- **Staff:** 4 employees
- **Parking:** In viewing the floor plan, there is a total of 48 seating spaces, which require 16 parking spaces (48 seats/ 1 space for every 3 seats = 16 parking spaces). It is noted that the parking area is held in common (153 existing parking spaces) and are shared with other businesses. Staff notes that when this commercial plaza was built the parking requirements were based on the square footage and not on the actual use.

REVIEW COMMENTS: Staff mailed out 25 notices to property owners within 200' radius of the site, and as of this writing staff has not received any comments in favor or against the request. Staff notes that there are 3 existing event centers within this commercial plaza. Based on the existing number of business in this plaza, there is not enough parking to accommodate the guests for the proposed event center.

RECOMMENDATION: Denial.

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

There was none.

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

Ms. Garza asked where the other event centers were located in the plaza.

Ms. De Luna stated they are located in the corners of the plaza.

Mr. Alaniz asked if that was all the parking.

Ms. De Luna stated yes, staff noticed a lot of the suites have been remodeled to allow several businesses in the suite. She added each business requires their own parking.

Chairwoman Izaguirre mentioned that the parking lot needed to be maintained by the business owners.

Ms. De Luna stated that notices were sent out on the maintenance of the parking.

Mrs. Thompson stated that the building looked like it was extended in the rear, where the employee parking was. She asked if the 153 includes the front and rear parking.

Ms. De Luna stated yes, it's a total 153 but currently only 97 parking spots were available, since some of the parking were enclosed.

Mrs. Thompson discussed the type of businesses in the plaza that are open during the weekdays.

Ms. De Luna stated that the parking was the main issue and not the businesses.

Chairwoman Izaguirre stated that the use, the parking and the hours of operation all are an issue for the plaza.

Mr. Julio Alaniz who resides at 2802 Fort Brown Avenue Edinburg, TX stated that the business will mostly operate during the day. He added that the hours he proposed were to be flexible with his customers. He mentioned that the events he was proposing to have were in the evening when other business are not opened.

Chairwoman Izaguirre asked if it was opening at 8am or 8pm.

Mr. Alaniz stated that the hours of operation he proposed were to be flexible with his customers.

E: Single Family Home/Junkyard
 W: Single Family Home
 S: Commercial
 Site: Vacant

FLUM: Moderate Density Residential (MD)

REVIEW COMMENTS: The proposed zone does not comply with the City's Future Land Use Map nor surrounding land uses. Moderate Density Residential uses reflect townhomes, mobile homes, duplexes; zonings would include R-1T, R-2, and R-4. An R-3 zone requires a High Density Residential Designation. This category includes fourplexes, multi-family, mobile home and RV parks.

Based on the size of the property it would be difficult to comply with the R-3 and the Subdivision requirements. Staff mailed out 22 notices to property owners within a 200' radius of the site to solicit comments in favor or against this request. As of the date of this write up, staff has not received any comments.

RECOMMENDATION: Staff recommends denial.

Note: This item was considered by P&Z on September 4, 2024 but was tabled to give the applicant the opportunity to provide a site plan of the proposed apartments. The plans attached were submitted as part of the building permit application no other plan has been submitted after the P&Z meeting.

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

Mr. Roger De Leon & Mr. Hector Enriquez presented the site plan to the board members.

Mr. Alaniz asked if it was a total of 8.

Mr. De Leon stated yes.

Mr. Alaniz asked what was the number of parking spaces required.

Ms. De Luna stated the code requires 2 parking spaces per unit. She added the site plan review showed 12, which it lacked 4.

Mrs. Thompson asked the applicant if he would consider doing 6 units instead of 8 units.

Mr. De Leon stated that he would need to discuss it with his client.

Chairwoman Izaguirre entertained a motion to close the public hearing. Ms. Thompson moved to close the public hearing. Mr. Guevara seconded the motion. Upon a vote, the motion passed unanimously.

The board discussed other options the applicant had.

Mrs. Thompson asked if it could be 2 story apartments.

Ms. De Luna stated yes, but require a site plan review.

Mrs. Thompson asked if Mr. Alaniz was the owner or tenant of the suite.

Mr. Alaniz stated he was the tenant.

Mrs. Thompson asked how long had he been leasing the suite.

Mr. Alaniz stated a month.

Mrs. Thompson asked if there was an enclosed area in the rear.

Mr. Alaniz stated that there was enclosed area but it belonged to the suite next door, but had access to the door that lead to the alley.

Mrs. Thompson asked if he could restore the parking spaces.

Mrs. Alaniz stated no, that he wasn't the property owner.

Mrs. Thompson asked if he visited the site during business hours to look at the parking situation.

Mr. Alaniz stated no.

The board discussed different options in regards to the hours of operation.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Mr. Alaniz moved to table the conditional use permit. Ms. Thompson seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:51 p.m.

Ended: 5:54 p.m.

Item #1.2

Conditional Use Permit:

**To have 3 Shipping Containers for
Office & Warehouse Use
1405 Business Park Drive
Being all of Lot 2, Re-plat of Lot 13,
Expressway Business Park Phase VIII
I-1
Arch Renati, LLC**

Ms. De Luna went over the write-up stating the site is located approximately 1,034' south of Trinity Street along the east side of Business Park Drive. The applicant would like to manufacture shipping container homes, also known as "tiny homes", to be used as affordable housing. This units will be built and shipped to different regions in Texas as well as other states. He would like a conditional use permit to move in (3) 40' x 8' shipping containers. One of the containers will be transformed as an office with 2 restrooms for use of the employees, and the other 2 will be used as warehouse space. He is also proposing to construct (2) 50' x 75' metal roofs to provide shade for the manufacturing of the tiny homes. If request is approved the project has been planned in two phases to allow time for company's progression. The first phase will consist of the office, warehouse, and a metal room. The second phase will consist of a warehouse and metal room. Access to the site will be off of Business Park Drive.

- **Hours of Operation:** Monday – Friday from 7:00 a.m. to 5:00 p.m.

- **Staff:** 15 employees
- **Parking:** In viewing the floor plan, there is a total of 15 parking spaces being proposed. Based on the square footage of the structures, there is a total of 6 parking spaces, exceeding code by 9. The applicant will have to comply with the landscaping requirements.

REVIEW COMMENTS: Staff mailed out 10 notices to property owners within 200' radius of the site, and as of this writing staff has not received any comments in favor or against the request. Staff notes that a similar CUP was approved for "Shed's by George" on January 8, 2014.

RECOMMENDATION: Staff recommends approval subject to:

- 1) 1 year re-evaluation after obtaining the business license in order to assess this new business,
- 2) Must comply with all City Codes (Building, Fire, Health, etc.),
- 3) Acquisition of a business license prior to occupancy, and
- 4) CUP not to be transferable to others

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

There was none.

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

Chairwoman Izaguirre asked the board if they had any questions for staff.

There were none.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Alaniz moved to approve the Conditional Use Permit. Ms. Thompson seconded the motion. Upon a vote, the motion passed unanimously.

Chairwoman Izaguirre entertained a motion to un table item 1.3. Ms. Garza moved to un table item 1.3. Mr. Guevara seconded the motion. Upon a vote the motion passed.

Started: 5:54 p.m.

Ended: 6:11 p.m.

Item #1.3

Tabled

Rezoning:

Lot 8, Block 5, Taurus Estates #9 Phase I

R-2 to R-3

Erika Padron

Ms. De Luna went over the write-up stating the site is located approximately 147' North of Azalea Street along the West side of N. Inspiration Road.

SURROUNDING ZONES:	N:	R-2	- Duplex-Fourplex Residential
	E:	R-1/AO-I	- Single Family Residential & Agricultural Open Interim
	W:	R-1	- Single Family Residential
	S:	C-2	- Neighborhood Commercial

EXISTING LAND USES:	N:	Apartments
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Mrs. Garza stated that the apartments would not align with the apartments that are located on the north side.

Chairwoman Izaguirre asked what was the lot size.

Ms. De Luna stated 136'x136'.

Mrs. Thompson asked if there was a way to fit more than 4 units on the lot.

Ms. De Luna stated 5 units can fit, but the applicant would need to reduce the footprint.

Ms. Thompson asked what was the parking requirements for one apartment.

Ms. De Luna stated the parking requirements for one unit was 2 parking spaces.

Chairwoman Izaguirre asked the board if they had any questions for staff.

There were none.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Ms. Garza moved to deny the rezoning. Mr. Guevara seconded the motion. Upon a vote, the motion passed unanimously.

Started: 6:11 p.m.

Ended: 6:15 p.m.

Item #2.0

**Preliminary & Final
Plat Approval:**

**Sonoma Ranch Subdivision Phase I
A tract of land containing 22.84 acres of land,
being a part or portion of Lot 30-9,
R-1**

Developer: Jason E. Garza

Engineer: Javier Hinojosa Engineering

Mr. Hernandez went over the write-up stating this proposed subdivision is located along the east side of Mayberry Road approximately 1,320' north of Mile 2. — **see vicinity map**. The developer is proposing 108 Single Family Residential lots — see plat for actual dimensions, square footages, and land uses.

WATER

The developer is proposing to connect to an existing 8" water line located along the west R.O.W. of Mayberry Rd. and extend an 8" water line thru the subdivision providing a 1" water service to each lot. This line will be looped into the adjacent property SE of this site and all other ends will be prepped with 2" blow offs for future main extensions. There is a total of 10 proposed fire hydrants via direction of the Fire Marshal's office. — **see utility plan**

SEWER

The developer is proposing to connect to an existing 8" line along and within the R.O.W of Mayberry Road. A proposed 8" Sanitary Sewer line will run through the subdivision and collect from each lot through a 4" front and center stub out service. The Capital Sewer Recovery Fee is required at \$200.00/Lot which equates to \$21,600.00 (\$200 x 108 Lots).

STREETS & STORM DRAINAGE

The subdivision will have 2 accesses both from Mayberry Road, with all internal streets being 32' Back-to-Back within 50' Right of Ways. This phase will have 2 open end streets leading north for future expansion. Drainage shall be accomplished within this development with the placement of curb inlets to intercept drainage runoff. Pipe sizes shall range from 18" to 36" each discharging into proposed detention ponds along the western part of the subdivision. Each pond will be excavated as part of the construction of its phase. The detention pond in phase II will tie to an inlet in phase I with a choked 18" pipe. The phase I detention pond outfall will be along the east side of Mayberry Road extending south to and tie to an existing inlet approximately 170' north of Mile 2 North. The City Engineer has reviewed and approved the drainage report.

OTHER COMMENTS

- Water District Exclusion
- Assignment of Water Rights or payment of \$3000 per ac. ft.
- Escrow Park fees (108 Lots x \$500 = \$54,000.00)
- Must Comply with all other format findings

RECOMMENDATION

Staff recommends approval subject to:

1. Payment of Capital Sewer Recovery Fees
2. Payment of Park Fees
3. Provide Water District Exclusion, and
4. Assignment of Water Rights or payment of fee

Chairwoman Izaguirre asked if there were any questions for staff.

Ms. Garza asked if the subdivision being presented had issues with the water and sewer.

Mr. Hernandez stated there were no concerns when the subdivision was last presented.

Chairwoman Izaguirre stated Ms. Garza question was about the offset on the water and sewer.

Mr. Hernandez stated that a water line was attached to an existing 8" line just south of the irrigation canal running north. The developer will be extending an 8" water line through the subdivision and the sewer line will also be connected to an existing 8" sewer line.

Mr. Javier Hinojosa stated there isn't an offset sewer; it will be connected to a adjacent line. There being no further discussion, Chairwoman Izaguirre entertained a motion. Mr. Alaniz moved to approve the subdivision plat. Mr. Guevara seconded the motion. Upon a vote, the motion passed unanimously.

Started: 6:11 p.m.

Ended: 6:15 p.m.

Item #2.1

**Preliminary & Final
Plat Approval:**

**Sonoma Ranch Subdivision Phase II
A tract of land containing 16.14 acres of land,
being a part or portion of Lot 30-9,
R-1
Developer: Jason E. Garza
Engineer: Javier Hinojosa Engineering**

Mr. Hernandez went over the write-up stating this proposed subdivision is located along the east side of Mayberry Road approximately 2,036' north of Mile 2. — **see vicinity map**. The developer is proposing 75 Single Family Residential lots — see plat for actual dimensions, square footages, and land uses.

WATER

The developer is proposing to connect to an existing 8" water line located along the west R.O.W. of Mayberry Rd. and extend an 8" water line thru the subdivision providing a 1" water service to each lot. This line will be looped into the newly installed water mains of phase I. There is a total of 6 proposed fire hydrants via direction of the Fire Marshal's office. — **see utility plan**

SEWER

The developer is proposing to connect to an existing 8" line along and within the R.O.W of Mayberry Road. A proposed 8" Sanitary Sewer line will run through the subdivision and collect from each lot through a 4" front and center stub out service. This line will connect to the newly installed system from phase I. The Capital Sewer Recovery Fee is required at \$200.00/Lot which equates to \$15,000.00 (\$200 x 75 Lots).

STREETS & STORM DRAINAGE

The subdivision will 1 main access from Mayberry Road, with all internal streets being 32' Back-to-Back within 50' Right of Ways. This phase will connect from 2 additional streets extending from phase I having access to phase I. Drainage shall be accomplished within this development with the placement of curb inlets to intercept drainage runoff. Pipe sizes shall range from 18" to 36" each discharging into proposed detention ponds along the western part of the subdivision. Each pond will be excavated as part of the construction of its phase. The detention pond in phase II will tie to an inlet in phase I with a choked 18" pipe. The phase I detention pond outfall will be along the east side of Mayberry Road extending south to and tie to an existing inlet approximately 170' north of Mile 2 North. The City Engineer has reviewed and approved the drainage report.

OTHER COMMENTS

- Water District Exclusion
- Assignment of Water Rights or payment of \$3000 per ac. ft.
- Escrow Park fees (75 Lots x \$500 = \$37,500.00)
- Must Comply with all other format findings

RECOMMENDATION

Staff recommends approval subject to:

1. Payment of Capital Sewer Recovery Fees
2. Payment of Park Fees
3. Provide Water District Exclusion, and
4. Assignment of Water Rights or payment of fee

Chairwoman Izaguirre asked if there were any questions for staff.

Ms. Garza asked if an 8" waterline was able to service the subdivision.

Mr. Hernandez stated yes, an 8" waterline is the minimum size water line.

Chairwoman Izaguirre stated that an 8" was more than enough for single family residential subdivision.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Ms. Thompson moved to approve the subdivision plat. Mr. Alaniz seconded the motion. Upon a vote, the motion passed unanimously.

ITEM#3.0

ADJOURNMENT

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Villarreal moved to adjourn the meeting. Mr. Guevara seconded the motion. Upon a vote, the motion to adjourn passed unanimously at 6:16 p.m.



Diana Izaguirre, Chairwoman
Planning and Zoning Commission

**PLANNING AND ZONING COMMISSION
OCTOBER 2, 2024
CITY HALL'S COUNCIL CHAMBERS @ 5:30 P.M.**

P&Z PRESENT

Diana Izaguirre
Steven Alaniz
Connie Garza
Irene Thompson
Omar Guevara
Kevin Sanchez
Raquene Austin

P&Z ABSENT

J.D Villarreal

STAFF PRESENT

Susie De Luna
Alex Hernandez
Elisa Zurita
Gabriel Ramirez

GUEST PRESENT

Mike Braunstein
Alexandra Santos
Julio Alaniz
Isaac Pietizak
Carlos Salinas
Lourdes Lerma
Ramon Sotelo
Dina Salinas
Ester Salinas
Valerie De Luna
Robert Deshazo

CALL TO ORDER

Vice-Chairman Sanchez called the meeting to order at 5:31 p.m.

DISCLOSURE OF CONFLICT OF INTEREST

There was none.

CITIZENS PARTICIPATION

Ms. Ester Salinas resides at 716 Miller Avenue, stated she had a concern regarding the construction the City of Mission was doing in front of her property which is causing a traffic safety problem.

APPROVAL OF MINUTES FOR SEPTEMBER 18, 2024

Vice-Chairman Sanchez asked if there were any corrections to the minutes for September 18, 2024. Ms. Thompson moved to approve the minutes. Ms. Garza seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:32 p.m.

Ended: 5:53 p.m.

Item #1.1

Rezoning:

**Being a 0.97 acre tract of land, more or less, out of and forming a part of Lot 204, John H. Shary Subdivision C-4 to R-1T
Lourdes Lerma**

Ms. De Luna went over the write-up stating the subject site is located approximately 352.56' West of N. Shary Road along the south side of Mirabelle Street.

SURROUNDING ZONES:

**N: R-1 – Single Family Residential
E: C-4 – Heavy Commercial
W: R-1 – Single Family Residential
S: R-3 – Multi-Family Residential**

EXISTING LAND USES:

N:	Single Family Homes
E:	Commercial
W:	Single Family Homes
S:	Vacant
Site:	Commercial

FLUM: General Commercial (GC)

REVIEW COMMENTS: Staff notes that the proposed zone does not comply with the City's Future Land Use Map nor surrounding land uses. A GC (General Commercial) classification includes professional and medical office uses in addition to retail business or service uses that are in conformance with the uses permitted in a C-1 and C-3 zone. Townhomes are usually found in a MD (Moderate Density) classification which includes two family residential, mobiles and townhomes. Staff notes that it is not uncommon to see townhomes abutting commercial properties. Staff mailed out 24 notices to property owners within 200' radius to get their input in regards to this request. As of this date, staff has not received any comments in favor or against this request.

RECOMMENDATION: Staff is recommending Approval.

Vice-Chairman Sanchez asked if there was any input in favor or against the request.

Mr. Issac Pietizak who resides at 2202 E. 8th Street, he is a HOA Board member of the Mirabelle Subdivision. He stated he had a petition with over 50 percent against the rezoning. He added that the subdivision believed that the rezoning goes against the original proposed commercial area. He mentioned lots 47 to 51 were the lots that would be affected since they were proposing to 2-story townhouses. He explained that the subdivision also opposed to the rezoning because the proposed entrance would interfere with the emergency gate that was located on the Mirabelle street.

Ms. Valerie De Luna who resides at the Mirabelle Subdivision stated she was against the rezoning due to the lack of privacy she would have in the rear of her property.

Mr. Robert Deshazo who resides at Lot 47, Mirabelle Subdivision, stated he opposed to the rezoning because of lack of privacy. He added that the applicant was proposing the entrance of the subdivision where the gate entrance to Mirabelle Subdivision was located, and the community did not agree since they pay to maintain the gate.

Ms. Alexandra Santos who resides at 2204 E. 8th Street stated she opposed due to the traffic increase, children's safety and her property value.

Vice Chairman Sanchez entertained a motion to close the public hearing. Mr. Alaniz moved to close the public hearing. Ms. Thompson seconded the motion. Upon a vote, the motion passed unanimously.

Mr. Alaniz asked if plans were submitted or if what was being presented was only the rezoning.

Ms. De Luna stated that it was only the rezoning. She added that the entrance of the subdivision needed to be off of Shary Road and not Mirabelle Street.

Ms. Thompson asked if the applicant owned the entire lot.

Ms. De Luna stated yes, the applicant wants commercial in the front and townhouses in the rear. She mentioned that the property owner would need to subdivide and propose the entrance through Shary Road.

Ms. Thompson asked if the property to the south was zoned Multi-family Residential.

Ms. De Luna stated yes.

Ms. Thompson asked if Lots 41 and ½ of lot 47 would be impacted by 2-story buildings.

Ms. De Luna stated yes.

Vice Chairman Sanchez asked once the city verified the petition, what are the procedures for the petition.

Ms. De Luna stated the petition would need 20 percent of the residence signatures who are within the 200' radius. She added that 4 out of 5 votes were needed by City Council to be approved.

Vice Chairman Sanchez asked if the petition was 50 percent and verified.

Ms. De Luna stated if planning & zoning recommends approval, city council needed 4 out of 5 votes to be approved.

Mr. Alaniz asked if the subdivision would need a driveway since the entrance would have to be from Shary Road. He added why isn't the applicant rezoning the entire lot.

Ms. De Luna stated the applicant wanted to rezone only a small portion to Multi-Family Residential and use the rest of the property for commercial use.

Ms. Austin asked if the applicant was going to build a road for the subdivision.

Ms. De Luna stated yes, the subdivision would require a road.

Vice Chairman Sanchez asked if the board needed to table the rezoning since the petition needed to be verified.

Ms. De Luna stated that staff can verify the signatures before the City council meeting.

Ms. Austin asked how many units were proposed.

Ms. De Luna stated 12 units.

Mr. Guevara asked if all 12 units were being proposed as 2 story.

Ms. De Luna stated all 12 units.

Ms. Garza asked if the fire department would reject the proposal.

Ms. De Luna stated any plan that was submitted had to be reviewed by the fire department and public works.

There being no further discussion, Vice-Chairman Sanchez entertained a motion. Mr. Alaniz moved to table the rezoning. Ms. Austin seconded the motion. Upon a vote, the motion passed unanimously.

Chairwoman Izaguirre arrived the meeting at 5:52 P.M.

Chairwoman Izaguirre took over the meeting.

Started: 5:53 p.m.

Ended: 5:54 p.m.

Item #1.2

Rezoning: Being a 4.516 acre tract of land out of Lot 6-9, West Addition to Sharyland Subdivision AO-I to I-1 Union Design Developers, L.P.

Ms. De Luna went over the write-up stating the site is located approximately 800' East of S. Mayberry Road along the North side of E. Military Highway.

SURROUNDING ZONES:	N:	AO-I	- Duplex-Fourplex Residential
	E:	AO-I/I-1	- Agricultural Open Interim & Light Industrial
	W:	AO-I	- Agricultural Open Interim
	S:	AO-I	- Agricultural Open Interim

EXISTING LAND USES:	N:	Vacant
	E:	Vacant
	W:	Vacant
	S:	Vacant
	Site:	Vacant

FLUM: General Commercial (GC)

REVIEW COMMENTS: The proposed zone does not comply with the City's Future Land Use Map. However it complies with the fairly new existing surrounding land uses. Staff notes that the Future Land Use Map can be amended to reflect the proposed zone. Staff mailed 9 notices to property owners within a 200' radius of the site to solicit comments in favor or against this request. As of the date of this write-up, staff has not received any comments.

RECOMMENDATION: Staff recommends approval.

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

There was none.

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

Chairwoman Izaguirre asked the board if they had any questions for staff.

There were none.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Alaniz moved to approve the rezoning. Mr. Guevara seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:54 p.m.

Ended: 5:58 p.m.

Item #1.3

Rezoning: Being a 26.395 acre tract out of a 35.72 acres out of Lot 5-10, West Addition to Sharyland AO-I to I-1 Union Design Developers, L.P.

Ms. De Luna went over the write-up stating the site is located at the Southwest corner of E. Military Highway and S. Bryan Road.

SURROUNDING ZONES:	N:	I-1	- Light Industrial
	E:	I-I & AO-I	- Light Industrial & Agricultural Open Interim
	W:	AO-I	- Agricultural Open Interim
	S:	AO-I/I-1	- Agricultural Open Interim & Light Industrial

EXISTING LAND USES:	N:	Vacant
	E:	Vacant
	W:	Vacant
	S:	Vacant
	Site:	Vacant

FLUM: General Commercial (GC)

REVIEW COMMENTS: The proposed zone does not comply with the City's Future Land Use Map. However it complies with the fairly new existing surrounding land uses. Staff notes that the Future Land Use Map can be amended to reflect the proposed zone. Staff mailed 8 notices to property owners within a 200' radius of the site to solicit comments in favor or against this request. As of the date of this write-up, staff has not received any comments.

RECOMMENDATION: Staff recommends approval.

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

Mr. Mike Braunstein attended the meeting on behalf of Sharyland Utilities district, He mentioned that the office was located at 301 S. Mayberry Road. He added that the transition line was 10038 KV that runs across the property. He stated he wasn't opposed to the rezoning and that sharyland owned the easement. His main concern was public safety and wanted to make sure the easement wasn't being obstructed. He asked what was being proposed to be build, and if there is an easement agreement before anything would be built on the lot.

Chairwoman Izaguirre stated that would be discussed during the subdivision process.

Chairwoman Izaguirre entertained a motion to close the public hearing. Ms. Thompson moved to close the public hearing. Mr. Guevara seconded the motion. Upon a vote, the motion passed unanimously.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Guevara moved to approve the rezoning. Ms. Austin seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:58 p.m.

Ended: 6:04 p.m

Item #1.4

**Conditional Use Permit
Renewal:**

**La Muñequita Ranch Event Center in a
property Zoned (AO-I) Agricultural Open Interim
3608 Compton Drive
The North 4 acres of Lot 35, and the South 1.98
acres of Lot 34, Bell-Wood Company's Subdivision "C"
AO-I
Dina Salinas-Valdez**

Ms. De Luna went over the write-up stating the site is located ¼ mile north of 2 Mile Road along the east side of Compton Road. The applicant has been running La Muñequita Ranch for more than 16 years. This is a family operated property that has several amenities such as a pond, stage, and kitchen, used for private family and rental events such as outdoor birthday parties, small weddings, quinceañeras and sweet 16, and other gatherings. Access to the property is off of a dirt road off of Compton Road. The last CUP approved for this location was on March 14, 2022 for a period of 2 years after business license issuance.

- **Days/Hours of Operation:** Sunday – Thursday from 8 am – 5 pm due to property management and upkeep, and Friday & Saturday from 8 am to 1 am depending on scheduled events.
- **Parking:** The applicant proposed to have a maximum of 150 guests, which requires 50 parking spaces (1 parking space for every 3 seats). There is an area designated for parking within the property.

REVIEW COMMENTS: Staff mailed out 11 notices to property owners within 200' radius and as of this write-up staff has not received any comments in favor or against this request. Staff has checked with the Police Department for any complaints regarding this use and no reports have been filed. Since this business has been in operation for 16 years without any complaints, staff does not object to an extended approval tenure.

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

- 1) Compliance with all City Codes, (Building, Fire, Health, Noise, etc.), and
- 2) CUP not to be transferable to others

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

Ms. Ester Salinas who owns 3 acres next to the event center stated her main concern was additional light poles to be located east of Compton Drive. She added that she was not opposed to the conditional use permit.

Chairwoman Izaguirre entertained a motion to close the public hearing. Ms. Thompson moved to close the public hearing. Mr. Guevara seconded the motion. Upon a vote, the motion passed unanimously.

Chairwoman Izaguirre asked the board if they had any questions for staff.

Ms. Garza asked what does the city require to finish the Compton Road.

Ms. De Luna stated the property owners on the west side would need to dedicate a portion of their land to widen the street.

Chairwoman Izaguirre asked if Compton Drive was a public street or a private street.

Ms. De Luna stated Compton Drive was a public street.

Ms. Thompson asked if the street would get widen during the subdivision process.

Ms. De Luna stated yes.

Ms. Garza asked if the event center required security for the events.

Ms. De Luna stated yes, that is a requirement.

Ms. Garza asked if the parking was enough for 150 people.

Ms. De Luna stated yes.

Ms. Garza asked if the city required the event center to be ADA compliant or its grandfathered.

Ms. De Luna stated that the event center was grandfathered as is. She added the City of Mission does not require to be ADA compliant, that would be with the State of Texas.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Mr. Guevara moved to approve the conditional use permit. Ms. Thompson seconded the motion. Upon a vote, the motion passed unanimously.

Chairwoman Izaguirre entertained a motion to un table item 1.5. Ms. Garza moved to un table item 1.5. Mr. Alaniz seconded the motion. Upon a vote the motion passed.

Started: 6:04 p.m.

Ended: 6:08 p.m.

Item #1.5**Tabled****Conditional Use Permit:**

**The Cordelle Event Center
 2402 Brock Street, Suite C
 Lot 20, Shary Business Center
 (aka Shary Business Center Condos Unit 3)
 C-3
 Julio C. Alaniz**

Ms. De Luna went over the write-up stating the site is located approximately 130' east of Shary Road along the south side of Brock Street. The applicant is leasing an 1,820 sq.ft. suite within a multi-unit commercial plaza for a proposed event center. The applicant proposes to have small scale events such as corporate meetings, birthday parties, gender reveals, reunions, seminars, etc. Access to the site will be provided via a driveway off of Shary Road and Brock Street.

- **Hours of Operation:** Monday – Thursday from 6:00 pm to 12:00 am, Friday from 6:00 pm – 2am, and Saturday & Sunday from 8 am – 2am
- **Staff:** 4 employees
- **Parking:** In viewing the floor plan, there is a total of 48 seating spaces, which require 16 parking spaces (48 seats/ 3 seats = 16 parking spaces). It is noted that the parking area is held in common (142 existing parking spaces) and are shared with other businesses. Staff notes that when this commercial plaza was built the parking requirements were based on the square footage and not on the actual use.

REVIEW COMMENTS: Staff mailed out 25 notices to property owners within 200' radius of the site, and as of this writing staff has not received any comments in favor or against the request. Staff notes that more than 50% of the businesses within the plaza are only open Monday thru Friday and close at 5pm. The applicant has amended the hours of operation to avoid any conflicts with the other businesses.

RECOMMENDATION: Staff recommends approval subject to:

- 1) 1 year re-evaluation after business license issuance to assess this new operation,
- 2) Compliance with all City Codes (Building, Fire, Health, etc.),
- 3) Acquisition of a business license prior to occupancy, and
- 4) CUP not be transferrable to others

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

There was none.

Chairwoman Izaguirre entertained a motion to close the public hearing. Ms. Thompson moved to close the public hearing. Ms. Garza seconded the motion. Upon a vote, the motion passed unanimously.

There being no discussion, Chairwoman Izaguirre entertained a motion. Ms. Garza moved to approve the conditional use permit. Ms. Thompson seconded the motion. Upon a vote, the motion passed unanimously.

Started: 6:08 p.m.

Ended: 6:09 p.m.

Item #2.0**Preliminary & Final
Plat Approval:**

**Las Cumbres Terrace Subdivision (Private)
Being a 4.5 -acre tract of land, more or less, out of
Lot 29-4, West Addition to Sharyland Subdivision
R-2**

Developer: Victor Meza

Engineer: M2 Engineering, PLLC

Mr. Ramirez went over the write-up stating this proposed site located along the West side of Trospen Rd. approximately 660' North of Mile 2 Rd. The site currently is vacant and unimproved consistent with grassland and bare surface. The subdivision will be private and feature approximately twelve (12) Fourplex lots. — see plat for actual dimensions, square footages, and land uses.

WATER

The developer is proposing to connect to an existing 12" water line located along the west R.O.W. of N. Trospen Rd. and extend an 8" water line through the site providing water service to each lot. It will be looped to the south onto the existing 8" line which was stubbed by the Trospen Fair Heights development. There are 2 proposed fire hydrants via direction of the Fire Marshal's office.
– see utility plan

SEWER

The developer is proposing to connect to an existing sewer line on the east side ROW of N. Trospen Rd. and extend an 8" PVC line to collect from all lots abutting the internal street which will end with a standard MH. All lots will be stubbed with a 6" PVC line. The Capital Sewer Recovery Fee is required at \$670.00/Lot which equates to \$8,040.00 (\$670 x 12 Lots).

STREETS & STORM DRAINAGE

The subdivision will have 1 main access to be gated and end with a cul-de-sac. This access will have a 60' ROW with median islands at the entrance. The design will also include the street with a proposed paved 40' B-B.

The site is located within Zone "C", areas of minimal flooding based on the Community FIRM Panel No. 480334 0400C, Map Revised November 16, 1982. The proposed drainage infrastructure for this subdivision shall consist of an internal pipe system with curb inlets that will capture and convey the residual storm runoff towards an onsite detention pond. The runoff will be collected, detained onsite, and ultimately discharging into an existing 36" storm line located along the west side of Trospen Rd., which then discharges into the Mission Lateral a Hidalgo Co. Drainage District No. 1 owned ditch. The City Engineer has reviewed and approved the drainage report.

OTHER COMMENTS

0. Payment of Park Fees in the amount of \$24,000.00 (\$500 x 1-fourplex x 12 lots)
1. Installation of Street Lighting as per City Standards
2. Compliance with the Private Street policies
3. Water District Exclusion
4. Conveyance or Payment of Water Rights (\$3,000.00 per ac-ft.)
5. Comply with all other format findings

RECOMMENDATION

Staff recommends approval subject to:

1. Payment of Capital Recovery Sewer fee
2. Payment of Park fee
3. Water District Exclusion, and
4. Conveyance or Payment of Water Rights

Chairwoman Izaguirre asked if there were any questions for staff.

There was none.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Alaniz moved to approve the subdivision plat. Ms. Thompson seconded the motion. Upon a vote, the motion passed unanimously.

ITEM#3.0

ADJOURNMENT

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Sanchez moved to adjourn the meeting. Ms. Thompson seconded the motion. Upon a vote, the motion to adjourn passed unanimously at 6:08 p.m.



Diana Izaguirre, Chairwoman
Planning and Zoning Commission

**PLANNING AND ZONING COMMISSION
OCTOBER 16, 2024
CITY HALL'S COUNCIL CHAMBERS @ 5:30 P.M.**

P&Z PRESENT

Kevin Sanchez
Steven Alaniz
Connie Garza
Omar Guevara
Irene Thompson
J.D Villarreal

P&Z ABSENT

Raquenel Austin
Diana Izaguirre

STAFF PRESENT

Irasema Dimas
Alex Hernandez
Elisa Zurita

GUEST PRESENT

Alex Quintanilla
Guadalupe Gonzalez
Dina Salinas
Rosbel Gutierrez
Lesly Saucedo
Jonathan Morales

CALL TO ORDER

Vice-Chairman Sanchez called the meeting to order at 5:30 p.m.

DISCLOSURE OF CONFLICT OF INTEREST

There was none.

CITIZENS PARTICIPATION

There was none.

APPROVAL OF MINUTES FOR OCTOBER 2, 2024

Vice-Chairman Sanchez asked if there were any corrections to the minutes for October 2, 2024. Ms. Thompson moved to approve the minutes. Mr. Guevara seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:31 p.m.

Ended: 5:31 p.m.

Item #1.1

Rezoning:

**Being a 1.0 gross acre tract of land,
more or less, out of the South 5.0
acres of the North 10.0 acres of the
South 20.0 acres of Lot 294,
John H. Shary Subdivision
R-3 to R-1
Homer Rivas, M.D.**

Ms. Dimas stated that the applicant withdrew the application.

Started: 5:31 p.m.

Ended: 5:33 p.m.

Item #1.2

Rezoning:

**A 1.020-acre tract of land,
more or less, being all the existing
70-foot strip of United Irrigation
District Canal Right-of-Way between
Lot 40 and 41, Bell-Woods Company's
Subdivision "C"
AO-I to R-2**

**DS3 Development
Dina Salinas**

Ms. Dimas went over the write-up stating the site is located approximately 579' East of N. Trospen Road between Lots 40 and 41 of Bell-Woods Company's Subdivision "C".

SURROUNDING ZONES:

N:	AO-I	- Agricultural Open Interim
E:	R-2	- Duplex – Fourplex Residential
W:	R-2	- Duplex – Fourplex Residential
S:	AO-I	- Agricultural Open Interim

EXISTING LAND USES:

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

FLUM: Low Density Residential (LD)

REVIEW COMMENTS: The proposed zone does not comply with the City's Future Land Use Map. However it complies with the fairly new existing surrounding land uses. Staff notes that the Future Land Use Map can be amended to reflect the proposed zone. Staff mailed 9 notices to property owners within a 200' radius of the site to solicit comments in favor or against this request. As of the date of this write-up, staff has not received any comments.

RECOMMENDATION: Staff recommends Approval.
Vice-Chairman Sanchez asked if there was any input in favor or against the request.

Mrs. Dina Salinas who resides at 3608 Compton Drive, mentioned that she had been approved in May 2023 for the rezoning of her adjacent properties. She added she was advised to purchase the irrigation canal instead of crossing over the irrigation canal.

Vice-Chairman Sanchez entertained a motion to close the public hearing. Ms. Thompson moved to close the public hearing. Mr. Villarreal seconded the motion. Upon a vote, the motion passed unanimously.

Vice-Chairman Sanchez asked the board if they had any questions for staff.

There were none.

There being no discussion, Vice-Chairman Sanchez entertained a motion. Mr. Alaniz moved to approve the rezoning. Mr. Guevara seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:33 p.m.

Ended: 5:36 p.m.

Item #1.3

Conditional Use Permit:

**To Place a Mobile Food Truck – Café Allegro
1001 E. Griffin Parkway
Being a 0.54 of an acre tract of land being**

**A portion of Lot 25-10, West Addition to Sharyland
C-1
Jonathan Morales**

Ms. Dimas went over the write-up stating the site is located approximately 300' east of E. Palm Circle along the north side of E. Griffin Parkway. The applicant is leasing an area within the Picasso Chiropractic Clinic to place Café Allegro Mobile Food Truck. He plans to offer a variety of coffees and pastries. This operation will only be for pick up and go. Access to the site is provided off of Griffin Parkway through an existing 22' concrete driveway.

- **Days / Hours of operation:** Monday – Saturday from 7am – 11 am and closed on Sundays
- **Staff:** 2 employees will man this operation.
- **Parking & Landscaping:** There is a total of 8 parking spaces available that will be shared amongst the two businesses. The Chiropractic Clinic operates by appointment only. The applicant will be required to add landscaping.

REVIEW COMMENTS: Staff mailed out 15 notices to property owners within 200' radius and as of this write up staff has not received any comments in favor or against this request.

RECOMMENDATION: Staff recommends approval subject to:

- 1) 1-year re-evaluation to continue to assess this operation,
- 2) Compliance with all City Codes (Building, Fire, Parking, etc.),
- 3) Acquisition of a business license, and
- 4) CUP not transferable to others

Vice-Chairman Sanchez asked if there was any input in favor or against the request. There was none.

Vice-Chairman Sanchez entertained a motion to close the public hearing. Ms. Thompson moved to close the public hearing. Mr. Guevara seconded the motion. Upon a vote, the motion passed unanimously.

There being no discussion, Vice-Chairman Sanchez entertained a motion. Mr. Villarreal moved to approve the rezoning. Ms. Thompson seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:36 p.m.

Ended: 5:36 p.m

Item #1.4

Tabled

Rezoning:

**Being a 0.97 acre tract of land, more
or less, out of and forming a part of
Lot 204, John H. Shary Subdivision
C-4 to R-1T
Lourdes Lerma**

Ms. Dimas stated that the applicant requested to take no action as they will not be presented.

Started: 5:36 p.m.

Ended: 5:37 p.m.

Item #2.0**Single Lot Variance:**

**The South One-Half of
Lot 4, Lucila Subdivision
R-1
Jose A. Lopez**

Mr. Hernandez went over the write-up stating the site is located approximately 150' South of Mile One South Rd. on the East side of Erma Ave. - see vicinity map. The property measures 50'x100' for a total of 5,000 sq. ft. or 0.11 of an acre in which the owner is proposing to build a residential home. Currently, the property is vacant.

WATER: There is an existing 8" water line along the West ROW of Erma Ave. Water service is readily available. There is also an existing fire hydrant at SW corner of this site therefore this requirement is fulfilled.

SEWER: The property also has access to an existing 8" sanitary sewer line located along the East ROW of the same street. Sanitary sewer service is accessible and the Capital Recovery Sewer fee will be imposed.

STREETS: The property has frontage to Erma Ave. There is no additional ROW needed. A streetlight can be found on front of this site therefore no need for additional street lights at this location.

OTHER COMMENTS

Park Fee is required at \$500 (per lot).

RECOMMENDATION

Staff recommends approval subject to payment of the Sewer Capital Recovery fee and payment of the Park fee.

Vice-Chairman Sanchez asked if there were any questions for staff.

There was none.

There being no discussion, Vice-Chairman Sanchez entertained a motion. Mr. Alaniz moved to approve the single lot variance. Mr. Guevara seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:37 p.m.

Ended: 5:40 p.m.

Item #3.0

**Preliminary & Final
Plat Approval:**

**Tanglewood at Bentsen Palm Phase V
A tract of land containing 11.688 acres being out of Lot 14,
Del Monte Irrigation Co. Subdivision
PUD (R-1)
Developer: Rhodes Enterprises, Inc.
Engineer: Melden & Hunt, Inc.**

Mr. Hernandez went over the write-up stating this proposed site located is located approximately 150' East of the intersection of Falcon Drive & Kingfisher Lane with a continuation of Falcon Drive.

The property is currently open with a proposed use of (42) Forty-Two Single Family Residential lots – see plat for actual dimension, square footages, and land uses.

WATER: The developer shall connect to an existing 8" water line located along the South ROW of Falcon Drive within Tanglewood Phase IV which ended with a flush valve. The flush valve will be removed and a line will extend into the proposed development with a new 8" water line to provide water for each lot by a 1" service. There are 3 proposed fire hydrants via direction of the Fire Marshal's office.

SEWER: The developer is proposing an internal 8" sewer line system to provide sewer service to all the lots as it ties into an existing 8" sanitary sewer line along the North side of Falcon Drive being a continuation from Tanglewood Phase IV. This system will extend and also connect to an existing line NE of this proposed site. The Capital Sewer Recovery Fee is required at \$200.00/Lot which equates to \$8,400.00 (\$200.00 x 42Lots).

STREETS & STORM DRAINAGE: The proposed internal streets will be 32' back-to-back within a 50' Right of Way. Access will be from Falcon Drive. The proposed drainage for this subdivision shall consist of surface runoff from the lots into the proposed streets and collected by type "A" inlets located at key points within the subdivision. The pipe size diameters shall range from 24" to 36". The proposed storm system shall discharge into an existing H.C.I.D No. 18 drain ditch, which was widened by phase III to accommodate future phases. The section of the H.C.I.D. No. 18 drain ditch, as included in Drainage Basins 38 and 43, discharges thru a 5'x5' box culvert under the Mission Main Canal, and has an ultimate outfall into the Mission Pilot Channel of the H.C.D.D. No. 1 System. The City Engineer has reviewed and approved the drainage report.

OTHER COMMENTS

Water District Exclusion

Conveyance or Payment of Water Rights

No Park Fees – Mike Rhodes dedication of park land still stratifies the park Dedication Ord.

Must comply with all other format findings

Installation of street lighting as per City Standards

RECOMMENDATION

Staff recommends approval subject to:

Payment of Capital Sewer Recovery Fees

Provide Water District Exclusion, and

Conveyance or Payment of Water Rights

Vice-Chairman Sanchez asked if there were any questions for staff.


There was none.

There being no discussion, Vice-Chairman Sanchez entertained a motion. Ms. Thompson moved to approve the subdivision plat. Ms. Garza seconded the motion. Upon a vote, the motion passed unanimously.

ITEM#4.0

ADJOURNMENT

There being no discussion, Vice-Chairman Sanchez entertained a motion. Ms. Thompson moved to adjourn the meeting. Mr. Villarreal seconded the motion. Upon a vote, the motion to adjourn passed unanimously at 5:40 p.m.



Kevin Sanchez, Vice-Chairman
Planning and Zoning Commission

**PLANNING AND ZONING COMMISSION
NOVEMBER 6, 2024
CITY HALL'S COUNCIL CHAMBERS @ 5:30 P.M.**

P&Z PRESENT

Kevin Sanchez
Steven Alaniz
Connie Garza
J.D Villarreal
Raquenel Austin
Diana Izaguirre

P&Z ABSENT

Irene Thompson
Omar Guevara

STAFF PRESENT

Susana De Luna
Alex Hernandez
Jessica Munoz
Elisa Zurita
Gabriel Ramirez

GUEST PRESENT

Abraham Munoz
Claudia Bajos
Rosie Olivarez
Magdalena Garcia
Elias Guajardo
Isela Salinas
Isaac Pietrzak

CALL TO ORDER

Chairwoman Izaguirre called the meeting to order at 5:30 p.m.

DISCLOSURE OF CONFLICT OF INTEREST

There was none.

CITIZENS PARTICIPATION

There was none.

APPROVAL OF MINUTES FOR OCTOBER 16, 2024

Chairwoman Izaguirre asked if there were any corrections to the minutes for October 16, 2024. Ms. Garza moved to approve the minutes. Mr. Sanchez seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:33 p.m.

Ended: 5:36 p.m.

Item #1.1

Conditional Use Permit:

**Single Family Dwelling within property
Zoned (R-4) Mobile Home and Modular District
1508 Ragland Road
Being a 0.242 acre gross, 0.176 acre net, tract of
Land out of the north 206.28' out of Lot 31,
Sharyland Orchards Subdivision
(aka Lot 1, King Mobile Subdivision U/R)
R-4
DSSG Investments, LLC**

Ms. De Luna went over the write-up stating the site is located at the Northeast corner of Ragland Road and Pleasant Lane. The lot's dimensions are 88.14'x87' for a total of 7,668 sq.ft.

ZONING CODE: Section 1.40(3f) of the Mission Zoning Code under Conditional Uses allows for: "One single-family dwelling per lot. Structure must meet the requirements of the R-1 district." Based on the site plan, it is noted that the house will not be meeting the 10' rear setback, thus if CUP is approved, the applicant would need to seek a variance request through ZBA. Also, there is proposed fire pit area with a yoga deck being proposed on the 10' utility easement that would need to be relocated.

HISTORY: There are a total of 5 properties previously approved for residential use within King Mobile Subdivision.

REVIEW COMMENTS: Staff mailed out 28 notices to property owners within 200' radius and as of this write up staff has not received any comments in favor or against this request.

RECOMMENDATION: Staff recommends approval for life of use subject to:
 1) Meeting all R-1 setbacks and/or obtaining a variance for the rear setback,
 2) Relocating fire pit with yoga deck, and
 3) CUP to be transferable to others.

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

There were none.

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

Chairwoman Izaguirre asked the board if they had any questions for staff.

There were none.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Villarreal moved to approve the conditional use permit as presented. Ms. Austin seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:36 p.m.

Ended: 5:39 p.m.

Item #1.2

Conditional Use Permit: **Home Occupation – Z Galleria Antiques**
2401 Sunset Lane
Being the West 172' of the South 120' of
The West 363' of Lot 152, Sharyland
Orchards Subdivision Addition "A"
R-1A
Elias Guajardo

Ms. De Luna went over the write-up stating the site is at the Northeast corner of Shary Road and Sunset Lane. The applicant resides in this home and would like to designate 658 sq.ft. within the home for an antique shop. Customers would be able to buy/sell gold and silver, antiques, collectibles, jewelry, customers could also consign items & purchase items. Access to the property is proposed to be off of Sunset Lane and exit to Shary Road.

- **Days / Hours of operation:** Monday – Saturday from 9am – 5pm and Sunday –closed.
- **Staff:** The applicant and 1 employee will man this operation.
- **Parking & Landscaping:** The house measures a total of 1,432 sq. ft. Based on the size designated for the home occupation, it will require 5 parking spaces, thus meeting code. The applicant did mention that in his previous locations that most cars he had was 3 at one time.

- Landscaping is meeting code.

REVIEW COMMENTS: Staff mailed out 14 notices to property owners within 200' radius and as of this write up staff has not received any comments in favor or against this request.

RECOMMENDATION: Staff recommends approval subject to:

- 1) 1 year re-evaluation to continue to assess this operation,
- 2) Must comply with all City Codes (Building, Fire, Parking, etc.),
- 3) Acquisition of a business license prior to occupancy, and
- 4) CUP not transferable to others.

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

There was none.

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

Chairwoman Izaguirre asked the board if they had any questions for staff.

Ms. Garza asked if the business was in operation.

Ms. De Luna stated no as of now the business isn't operating.

Ms. Garza asked what type of signs are allowed for the home occupation.

Ms. De Luna stated the only signs allowed would be 24" x 18" signs attached on the door.

Mr. Guajardo who resides at 2401 Sunset Lane attended the meeting.

Ms. Garza asked where the designated parking was located.

Mr. Guajardo stated the wooden fence would be relocated back and he would pave the area for the total of 5 parking spaces also, the business is not in operation.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Mr. Villarreal moved to approve the conditional use permit. Mr. Sanchez seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:39 p.m.

Ended: 5:43 p.m.

Item #1.3

Conditional Use Permit:

**To Keep a Portable Building
for a Photography Studio
1547 W. Business Highway 83
Being the East 25'x125' of the
West 75'x125' and the Southwest
50'x125' of Lot 5, Mission Acres
C-3**

Arlae Salinas

Ms. De Luna went over the write-up stating the site is located at the Northeast Corner of W. Business Highway 83 and Washington Street. The portable building measures 19.4'x23'. The applicant is requesting a conditional use permit to use the existing portable building for a Photography Studio. Access to the site is off of Washington Avenue.

- **Hours of Operation:** Tuesday – Sunday 10 a.m. to 7 p.m.
- **Staff:** 1 employee will operate the business
- **Parking & Landscaping:** The building requires a minimum 4 parking spaces. Staff notes there are 2 existing parking stalls. The applicate will need to add 2 additional parking stalls to have a minimum of 4 parking stalls. Landscaping will need to be added and maintain.

REVIEW COMMENTS: It is not uncommon to have portable buildings to be used as an office. Staff knows that having a portable building may not be a long-term desire of the City when considering aesthetics. Thus, perpetual (CUP) monitoring will be the norm where, one day the portable will need to be upgraded with an on-site built structure. Staff mailed out 19 notices to property owners within 200' radius and has not received any comments in favor or against this request.

RECOMMENDATION: Staff recommends approval subject to:

- 1.) 1-year re-evaluation to continue to assess this operation
- 2.) Must comply with all City Codes (Landscaping, maintenance of parking area, etc.)
- 3.) The building must be skirted,
- 4.) Acquisition of a business license prior to occupancy
- 5.) CUP not be transferable to others

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

Ms. Isela Salinas attended the meeting on behalf for Ms. Arlae Salinas

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

Ms. Garza asked if there was another structure in the rear of the property.

Ms. De Luna stated it's a storage building.

Chairwoman Izaguirre asked if there is another house on the property.

Ms. De Luna stated the property used to be residential it was rezoned commercial.

Ms. Garza asked if the shed was going to be removed.

Ms. De Luna asked Ms. Salinas if her sister will be moving the storage shed.

Ms. Salinas stated her sister doesn't plan on moving the shed.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Ms. Austin moved to approve the conditional use permit. Mr. Sanchez seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:43 p.m.

Ended: 5:50 p.m

Item #1.4

**Conditional Use Permit: To Keep a Portable Building
for Sales Office – Munoz Garden
1911 S. Conway Avenue
Being a 15.07 Acre tract of land out of
Lot 13-6, West Addition to Sharyland
I-1
Munoz Garden Center**

Ms. De Luna went over the write-up stating the site is located 4,653' South of Expressway 83 along the west side of S. Conway Ave. The portable building measures 30' x 60'. The applicant is requesting a conditional use permit to use the existing portable building as an office for a Nursery. Access to the site is off of Conway Avenue off of a 40' driveway.

- **Hours of Operation:** Monday – Saturday 8 a.m. to 6 p.m.
- **Staff:** 3 employees will operate the business
- **Parking & Landscaping:** The building requires a minimum 4 parking spaces. Staff notes there are a total of 121 parking stalls.

REVIEW COMMENTS: It is not uncommon to have portable buildings to be used as an office. Staff knows that having a portable building may not be a long-term desire of the City when considering aesthetics. Thus, perpetual (CUP) monitoring will be the norm where, one day the portable will need to be upgraded with an on-site built structure. Staff mailed out 6 notices to property owners within 200' radius and has not received any comments in favor or against this request.

RECOMMENDATION: Staff recommends approval subject to:

- 1.) 1-year re-evaluation to continue to assess this operation
- 2.) Must comply with all City Codes (Landscaping, maintenance of parking area, etc.)
- 3.) The building must be skirted,
- 4.) Acquisition of a business license prior to occupancy
- 5.) CUP not be transferable to others

Ms. De Luna explained to the board members. She mentioned the property owner started to lease the portable building to the plant nursery before they were aware they were required to get a conditional use permit for a portable building.

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

Mr. Abraham Munoz attended the meeting. He stated the business is located at 1911 S. Conway Avenue.

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

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Alaniz moved to approve the conditional use permit. Mr. Villarreal seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:50 p.m.

Ended: 6:05 p.m

Item #1.5

Conditional Use Permit:

**Construct a Drive-Thru Service Window
– Taqueria Oviedo
608 W. Griffin Parkway
Lot 2, Aziz No. 2 Subdivision
C-3
Taqueria Oviedo
c/o Elizabeth Oviedo**

Ms. De Luna went over the write-up stating the site is located near the NE corner of W. Griffin Parkway and Holland Road along the north side of W. Griffin Parkway. Taqueria Oviedo has been in business since 2015 at the above location serving authentic Rio Bravo Tacos and seafood delights. They understand the evolving needs of their valued customers and would like to address the challenge of customer convenience and safety, by constructing a drive-thru service window. They aim to provide a solution that allows customers to order and receive their food without leaving the comfort and safety of their vehicles. Access to the site will be provided off of W. Griffin Parkway through existing 26' driveways.

- **Days & Hours of Operation:** Monday – Sunday from 11:00 am to 12:00 am
- **Employees:** 7 employees in different shifts
- **Parking:** In reviewing the site plan, the applicant is proposing to install a 24' x 38' drive-thru service window and a 4' x 8' LED menu board. They are also proposing for their customers to come in through W. Griffin Parkway and place their order and exit thru the alley. The applicant is proposing to install One Way Signs to alert to patrons that they can no longer come in through the alley. Staff notes that the parking is held in common for this commercial plaza and they have a total of 60 parking spaces that are shared with other businesses.

REVIEW COMMENTS: Staff mailed out 20 notices to property owners within 200' radius and staff has not received any comments in favor or against the request. Staff notes that on June 28, 2012 the City Council adopted Ordinance No. 3782 prohibiting all drive-thru service window businesses from exiting or entering from an adjoining public alley where said alleys serve any adjoining residences. The purpose of this ordinance was to avoid having water meter damaged and having commercial vehicles blocking the alley. In this particular case, staff notes that the home directly north uses the alley as a driveway, which would create a conflict for that reason staff cannot support this request.

RECOMMENDATION: Staff recommends denial.

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

Ms. Rosie Olivarez who resides at 709 W. 24th Place, stated she and her husband used the rear driveway daily and it would be inconvenient for her since her driveway is located near the proposed drive thru.

Ms. Magdalena Garcia who resides at 707 W. 24th Place, stated she agrees with Ms. Olivarez it was also an inconvenience for her.

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

Chairwoman Izaguirre asked if the alley was for the commercial plaza or the residential subdivision.

Ms. De Luna stated the alley was created for the plaza. She mentioned the alley is a public street it could be used by any property owner.

Chairwoman Izaguirre asked if there was an easement in the alley.

Ms. De Luna stated there was a utility easement that runs along the rear of the property.

Ms. Austin asked if there were meters along the way that could be damaged.

Ms. De Luna stated she hadn't seen any meters but had seen the dumpsters.

Mr. Sanchez asked if there was an issue with the fire department.

Ms. De Luna stated the main issue with the fire department was the width of the drive-thru between the building.

Mr. Saenz is representing the fire department stated the main concern was the fire trucks wouldn't be able to fit between the buildings. He mentioned the size of the fire trucks are 10' to 14' wide. He stated they wouldn't be able to fit the aerial device between buildings. He mentioned if they were to put an awning to protect the window there would be a conflict since the aerial device wouldn't fit. He stated there also wouldn't be access to the fire hydrants.

Chairwoman Izaguirre asked if it didn't have an awning would it be fine.

Mr. Saenz answered yes, also if the alley was a 1 way instead of a 2 way.

Chairwoman Izaguirre asked if the dumpster trucks were driving through the alley.

Mr. Saenz stated yes, the dumpster trucks drive through the alley. He mentioned the dumpster trucks are a bit taller than the fire trucks. He stated if the applicant were to add the awning the fire trucks and dumpster would knock off the awning and it would collapse the building would put the fire department personnel at risk and it would be expensive for the City of Mission also for the applicant to repair the damages.

Ms. Garza asked if the dumpster trucks come from the West to East.

Mr. Mendiola stated the dumpster trucks come off of Holland.

Chairwoman Izaguirre asked if the dumpster trucks used the space between the 2 buildings.

Mr. Mendiola stated the dumpster trucks try not to go through the space between the buildings. He mentioned the dumpster trucks back up to Holland.

Chairwoman Izaguirre asked if the applicant doesn't have an awning then the Fire & Sanitation Department wouldn't have a problem with the drive thru.

Ms. De Luna stated staff is recommending for the drive thru be a one way. She mentioned Mrs. Oviedo has already gotten permission from the plaza property owner. She mentioned the property owner will designate the alley to be a one way.

Ms. Garza asked how many residents used the alley to access their residence.

Ms. De Luna stated it would only be one person since Mrs. Olivarez is the only person in the Trosper Gardens subdivision that has a driveway in the rear of her property.

Mr. Saenz suggested for the applicant to move the menu sign back to where the parking is located, also the hood would have to be removed.

The Board members are discussing among each other different options to assist the applicant.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Mr. Alaniz moved to approve the conditional use permit subject to relocate the exterior hood system, A/C unit and proposed menu sign; no awning; and the alley to be a one way only. Mr. Villarreal seconded the motion. Upon a vote, the motion passed unanimously, with Ms. Garza abstained.

Started: 6:05 p.m.

Ended: 6:07 p.m

Item #1.6

Conditional Use Permit:

**Sale & On-Site Consumption of
Alcoholic Beverages – El Itacate
301 N. Shary Road, Ste. 240
Lot 2, Shary Town Plaza
C-3
Las Pupusas Del Itacate, LLC**

Ms. De Luna went over the write-up stating the site is located approximately 450' north of 1st Street along the westside of Shary Road. The applicant is leasing a 4,004 sq.ft. suite within a commercial plaza for a Mexican Restaurant. The applicant would like to offer alcohol with her meals. Access to the site will be off of two 30' driveways off of Shary Road.

- **Hours of Operation:** Monday to Sunday from 7:00 a.m. to 12:00 a.m.
- **Staff:** 15 employees in different shifts
- **Parking:** In reviewing the floor plan, there is a total of 113 seating spaces proposed, which require 38 parking spaces (113 seats/1 space for every 3 seats = 37.6 parking spaces). It is noted that the parking area is held in common (143 existing parking spaces) and are shared with other business within the commercial plaza.
- **Sale of Alcohol:** The restaurant includes a 'bar' component. Section 1.56(3a) of the Zoning code requires a minimum separation of 300' from the property line of any churches, school,

publicly owned property, and residences. There are none of these land uses within the above radius (measured door to door for church or hospital; measured lot line to lot line for schools.)

REVIEW COMMENTS: Staff mailed out 15 notices to property owners within 200' radius and staff has not received any comments in favor or against this request.

RECOMMENDATION: Staff recommends approval subject to:

- 1.) 1-year re-evaluation to continue to assess this new operation;
- 2.) Must comply with all City Codes (Building, Fire, etc.)
- 3.) Acquisition of a business license prior to occupancy.
- 4.) CUP not to be transferable to others.

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

There was none.

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

Ms. Garza asked if the business is required to have handicap spaces.

Ms. De Luna stated yes, the commercial plaza already has the required handicap spaces.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Ms. Garza moved to approve the conditional use permit. Mr. Sanchez seconded the motion. Upon a vote, the motion passed unanimously.

Started: 6:07 p.m.

Ended: 6:09 p.m.

Item #1.7

Conditional Use Permit:

**Elegancia Event Center
3009 N. Conway Avenue, Ste. 5
Lot 1, J. Reyes Subdivision
C-3
Brandon Solis**

Ms. De Luna went over the write-up stating the site is located approximately ¼ of a mile south of W. Mile 2 Road along the west side of Conway Avenue. The applicant is leasing a 1,500 sq.ft. suite within a commercial plaza for a proposed Event Center. The applicant is proposing to host small scale events such as birthday parties, baby showers, baptisms, and graduations. Access to the site is off of a 30' driveway cut along Conway on the north side of the property.

- **Hours of Operation:** Monday to Sunday from 9:00 a.m. to 12:00 a.m.
- **Staff:** 2 employees
- **Parking:** In reviewing the floor plan, there is a total of 70 seating spaces, which require 23 parking spaces (70 seats/1 space for every 3 seats = 23.3 parking spaces). It is noted that the parking area is held in common (70 existing parking spaces) and are shared with other business within the commercial plaza.

REVIEW COMMENTS: Staff mailed out 25 notices to property owners within 200' radius and staff has not received any comments in favor or against this request.

RECOMMENDATION: Staff recommends approval subject to:

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

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

There was none.

Chairwoman Izaguirre entertained a motion to close the public hearing. Ms. Austin moved to close the public hearing. Ms. Garza seconded the motion. Upon a vote, the motion passed unanimously.

Chairwoman Izaguirre asked the board if they had any questions for staff.

There was none.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Villarreal moved to approve the conditional use permit. Mr. Alaniz seconded the motion. Upon a vote, the motion passed unanimously.

Chairwoman Izaguirre entertained a motion to untable item 1.8. Mr. Sanchez moved to untable item 1.8. Mr. Alaniz seconded the motion. Upon a vote the motion passed.

Started: 6:09 p.m.

Ended: 6:30 p.m.

Item #1.8

Tabled

Rezoning:

**Being a 0.97 acre tract of land, more or less, out of and forming a part of Lot 204, John H. Shary Subdivision C-4 to R-1T
Lourdes Lerma**

Ms. De Luna went over the write-up stating the site is located approximately 352.56' West of N. Shary Road along the south side of Mirabelle Street.

SURROUNDING ZONES:	N:	R-1	– Single Family Residential
	E:	C-4	– Heavy Commercial
	W:	R-1	– Single Family Residential
	S:	R-3	– Multi-Family Residential

EXISTING LAND USES:	N:	Single Family Homes
	E:	Commercial
	W:	Single Family Homes
	S:	Vacant
	Site:	Commercial

FLUM: General Commercial (GC)

REVIEW COMMENTS: Staff notes that the proposed zone does not comply with the City's Future Land Use Map nor surrounding land uses. A GC (General Commercial) classification includes professional and medical office uses in addition to retail business or service uses that are in conformance with the uses permitted in a C-1 and C-3 zone. Townhomes are usually found in a MD (Moderate Density) classification which includes two family residential, mobiles and townhomes. Staff notes that it is not uncommon to see townhomes abutting commercial properties.

Staff mailed out 26 notices to property owners within 200' radius to get their input in regards to this request. Staff did receive a petition with 42% in opposition. The concerns voiced in the petition include: increased traffic and congestion, noise and disturbance, property value impact, privacy concerns, security issues, overburdening local infrastructure, change in community character, proposed emergency exit will remove greenway and impede the traffic flow, and the private drive will not allow the free flow of garbage collection.

RECOMMENDATION: Staff is recommending Approval.

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

Mr. Isaac Pietrzak resides at 2202 E. 8th Street located at the Mirabelle Subdivision. He mentioned he is the treasurer of the HOA Mirabelle Subdivision. He stated the subdivision has over 90 homes. He stated that the petition he had submitted had over 60 property owners that signed the petition and were opposed to the rezoning but only 26 property owners were within the 200' radius. He stated 42% were opposed to the rezoning. He stated the Mirabelle subdivision property owners were concerned about the potential increase in traffic on Shary Road which intersects with the Mirabelle subdivision and exit on Mirabelle Street. He mentioned the applicant was proposing an entrance and exit on Mirabelle street. He stated that another concern would be the dumpster trucks collecting trash; property values; and privacy issues since the homes are located in a low density area. He stated on Glenwood Avenue there are five homes where the two-story townhouses would have a clear access to the property owner's backyard.

Mr. David Salinas is representing the rezoning on behalf of Mrs. Lerma. He stated he had submitted a layout of the site plan to the board. He added it still has a lot of progress to do. He mentioned the applicant thought it was best to propose the residential side on the rear of the property instead of trying to propose commercial in the rear of the property. He mentioned it would be a downward zone if they were to do townhouses versus commercial. He stated they were going to limit or reduce the size of the proposed lots to make them smaller in depth since they would create more room for the vehicles to maneuver when they would be entering residential subdivision. He mentioned there was going to be a gate with a keypad for the residents that would live in the townhouses subdivision which would come off of Shary Road and would go down the main road that's going to separate the two proposed commercial plazas. He mentioned they were not going to allow the townhomes to have backyards for the purpose of the residents having parties would be disturbing the Mirabelle subdivision. He said they do have another option they are considering doing the property all commercial. He stated they have no intention of accessing Mirabelle Street the only entrance and exit would be through Shary Road.

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

Chairwoman Izaguirre asked where the entrance is going to be located if it was going to be located on Mirabelle Street.

Ms. De Luna stated that the entrance would be off of Shary Road.

Ms. Garza asked about the 40' ROW if all the developments are required to have the 50' ROW.

Ms. De Luna replied yes 50' ROW. She stated typically a site plan isn't required during the rezoning. However, it was required by one of the Board Members.

Mr. Alaniz asked about the emergency exit.

Mr. Saenz stated the emergency exit would be used by emergency vehicles. The issues with putting another gate where the Mirabelle subdivision gate is located there would be a delay to the emergency. He mentioned if they were to move the gate they would have to label it for Emergency vehicles only.

Ms. Austin asked when they would use the emergency exit.

Mr. Saenz stated they have to check the fire hydrants to make sure they are safe and working.

Chairwoman Izaguirre stated the proposal would need a cul-de-sac.

Mr. Saenz stated yes it would so they wouldn't use the main entrance.

Chairwoman Izaguirre asked Mr. Pietrzak if the Mirabelle subdivision would be okay with the street connected into the Mirabelle subdivision.

Mr. Pietrzak stated they were opposed. They would rather have the property be commercial instead of residential also, since the electrical powerhouse is located in the easement for the gate and their mailboxes are located there. He stated the subdivision main concerns are the traffic, the privacy issue with the townhouses being a two story.

Chairwoman Izaguirre asked Ms. De Luna to explain the petition map.

Ms. De Luna stated that Mr. Pietrzak had obtained signatures that were outside of the 200' radius. They were a total of 40 signatures outside the radius colored in orange and only 11 within the radius colored in yellow.

Chairwoman Izaguirre asked what the orange color was.

Ms. De Luna stated the orange is for the property owners signatures.

Chairwoman Izaguirre asked if they were in favor or against.

Ms. De Luna stated they are all against.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Ms. Garza moved to deny the rezoning. Mr. Villarreal seconded the motion. Upon a vote, the motion passed unanimously, with Mr. Sanchez abstained.

Started: 6:30 p.m.

Ended: 6:32 p.m.

Item #2.0

Single Lot Variance:

A tract of containing 0.36 acres of land out of the South One-Half of Block 15-8, West Addition to Sharyland Subdivision of porciones 53, 54, 55, 56, & 57 further being Out of Lot 61 of the unrecorded Melba Carter Subdivision R-1

Sergio Salinas & Sonia Salinas

Mr. Ramirez went over the write-up stating the site is located on the SE corner of Mayberry Road and Melba Carter. The property measures 120'x112' for a total of 13,440 sq. ft. exceeding the minimum square footage size requirements for an R1 lot in which the owner is proposing to build a residential home. Currently, the property is vacant.

WATER: There is an existing 8" water line along the South ROW of Melba Carter. Water service is readily available. There is also an existing fire hydrant directly across the street of this site therefore this requirement is fulfilled.

SEWER: The property also has access to an existing 8" sanitary sewer line located along the South ROW of the same street. The applicant is currently connected to the city sewer system. An existing stubout is active and will service this lot. Sewer Capital Recovery fees do not apply.

STREETS: The property has a double frontage to Melba Carter and Mayberry Rd. where Melba Carter will be reserved. There is no additional ROW needed. A streetlight can be found on front of this site therefore no need for additional street lights at this location.

OTHER COMMENTS

- Park Fee is required at \$500 (per lot).

RECOMMENDATION

Staff recommends approval subject to payment of the Park fee.

Chairwoman Izaguirre asked if there were any questions for staff.

There was none.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Alaniz moved to approve the single lot variance as presented. Mr. Sanchez seconded the motion. Upon a vote, the motion passed unanimously.

Started: 6:32 p.m.

Ended: 6:35 p.m.

Item #2.1

Request by Sandra Tamez to have P&Z waive 6-month waiting period in order to reapply for a Rezoning of a 2.44 acre tract of land out of the 7.8 acres out of the Fernandez Strip out of Porcion 52

Ms. Austin asked if the applicant was requesting the whole lot or the 2.44 acres they had requested before.

Ms. De Luna stated they were requesting the same area which is the 2.44 acres. She mentioned the property owner own 7 acres in total.

Ms. Daniella stated she is representing the applicant. She mentioned the rezoning had gotten approved for a short-term rental by planning & zoning but she spoke with Ms. De Luna she discovered they weren't allowed to have an event place as a short-term rental.

Ms. De Luna stated the short-term rentals would only allow the rental of the property but not the commercial use or to advertise since the property isn't zoned for commercial use.

Ms. Daniella stated Ms. Tamez is wanting to get the required permits. She mentioned the applicant had wanted to advertise as an event center for the 2.44 acres.

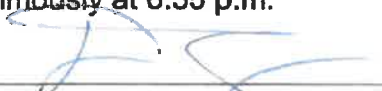
Chairwoman Izaguirre asked if there were any questions for staff.

There was none.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Alaniz moved to approve the 6 months waiver. Ms. Austin seconded the motion. Upon a vote, the motion passed unanimously.

ITEM#3.0**ADJOURNMENT**

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Sanchez moved to adjourn the meeting. Ms. Austin seconded the motion. Upon a vote, the motion to adjourn passed unanimously at 6:35 p.m.


 Diana Izaguirre, Chairwoman
 Planning and Zoning Commission

Minutes

TRAFFIC SAFETY COMMITTEE
Tuesday, June 18, 2024 12:00 Noon
Mission Police Department – Conference Room
1200 E. 8th Street
Mission, Texas 78572

MEMBERS PRESENT

German Reyna
 Apolinar Solis
 Luis Dovalina
 Luis Moreno
 Brandon Lau
 Francisco Rivera
 Rodolfo Trevino

MEMBERS ABSENT

Humberto Garza
 Gilbert Salinas
 Luis Enrique Lopez

STAFF PRESENT

Chief Cesar Torres
 Asst. Ted Rodriguez
 Asst. Rey Perez
 Maribel Castellanos
 Abel Bocanegra

GUESTS PRESENT

Bertha Godinez
 Jennifer Godinez
 L. Godinez

Call To Order

With a quorum being present, Assistant Chief Ted Rodriguez called the Regular Meeting to order at 12:17 p.m.

Invocation

Assistant Chief Ted Rodriguez led the Invocation

Pledge of Allegiance

Chief Torres led the pledge of allegiance.

Citizens' Participation

Assistant Chief Ted Rodriguez asked if there was any citizen's participation.

There was none.

Approval of Minutes for Friday, February 16, 2024

Assistant Ted Rodriguez asked if there were any corrections to the minutes. Mr. Luis Moreno moved to approve the minutes as presented. Mr. Rodolfo Trevino seconded the motion. Upon a vote, the motion passed unanimously.

New Business

Tabled Item 1.1 Discussion on the placing of speed humps on West 27th Street, Woodland Ridge Subdivision.

Mrs. Bertha Godinez begins by explaining that she is the spoke person from the neighborhood and neighbors have asked her about the status of this request. She also asked the Board to take into consideration that there are children playing outside specially now that they are out on vacation. Her main concern is an auto pedestrian accident.

City Engineer Mr. Abel Bocanegra starting by saying that the request does not meet the 1,000 ft City requirement and another City requirement is that the speed humps can't be near a driveway, which in this place it is. With this been said it does not meet the requirements for installation. Chief Torres started by explaining about the three-day survey that was perform. There was only 1 citation given on the first day and a warning on the third day but no heavy traffic to move forward with the request. Chief Torres also added that he will request an evening survey, that way we have two and can help with the final decision. Mr. Francisco Rivera stated that maybe if the request is taking to a board for a variance it can help with the installation. Chief Torres explained the process about taking this request to the ZBA Board and request a variance and maybe the speed humps can get install. There being no further discussion, Mr. Luis Dovalina entertained a motion for the request to be sent to Zoning Board of Adjustment Board for a variance request for the installation of the speed humps. Mr. Francisco Rivera move to approve the motion as recommended by Mr. Luis Dovalina. Mr. German Reyna seconded the motion. Upon a vote, the motion passed unanimously.

Old Business

Assistant Chief Ted Rodriguez asked if there was any old business.

There was none.

Adjournment

There being no further discussion Mr. German Reyna entertained a motion to adjourn. Mr. Rodolfo Trevino seconded the motion. Upon a vote, the meeting was adjourned at 12:55 pm.



Cesar Torres, Chief of Police



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

PRESENTED BY: Anna Carrillo, City Secretary

AGENDA ITEM: Approval of Ordinance # ____ repealing Ordinance 4690 Animal Rescue and Adoption Advisory Board and Ordinance 3793 Juvenile Justice and Delinquency Prevention Advisory Board and any subsequent Ordinances related to the establishment, purpose or function of the Advisory Boards are hereby repealed in their entirety – Carrillo

NATURE OF REQUEST:

The Animal Rescue and Adoption Advisory Board and Juvenile Justice and Delinquency Prevention Advisory Board created by Ordinance are being repealed along with any subsequent ordinances related to the establishment purpose or function of the advisory boards are hereby repealed in their entirety. The boards have been inactive for the last several years.

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 *WRP*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
REPEALING ORDINANCE 4690 ANIMAL RESCUE AND ADOPTION ADVISORY
BOARD AND ORDINANCE 3793 JUVENILE JUSTICE AND DELINQUENCY
PREVENTION ADVISORY BOARD AND ANY SUBSEQUENT ORDINANCES RELATED
TO THE ESTABLISHMENT, PURPOSE OR FUNCTION OF THE ADVISORY BOARDS
ARE HEREBY REPEALED IN THEIR ENTIRETY**

WHEREAS, the Animal Rescue and Adoption Advisory Board was established by Ordinance 4690 on February 26, 2018.

WHEREAS, the Juvenile Justice and Delinquency Advisory Board was established by Ordinance 3793 on July 09, 2012.

WHEREAS, the City Council of the City of Mission finds that the following advisory committees Animal Rescue and Adoption Advisory Board and Juvenile Justice and Delinquency Prevention Advisory Board created by Ordinance are being repealed along with any subsequent ordinances related to the establishment purpose or function of the advisory boards are hereby repealed in their entirety.

READ, CONSIDERED AND APPROVED on this the 16th day of December, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

PRESENTED BY: Anna Carrillo, City Secretary

AGENDA ITEM: Approval of Ordinance # ____ Amending Article III Emergency Medical Vehicles Division I Section 30-162 (B) Ambulance Board; Purpose: Membership: Responsibilities – Carrillo

NATURE OF REQUEST:

The board will consist of seven members and no alternates. Removing that the city Health Officer or designee shall be an appointed member to the board and removing the 911 emergency provider and the 911 backup-provider as ex officio member. Revising the term of appointment to a three-year term with the appointments effective January 1, 2025.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MISSION, TEXAS AMENDING ARTICLE III
EMERGENCY MEDICAL VEHICLES DIVISION I SECTION 30-162 (B)
AMBULANCE BOARD; PURPOSE: MEMBERSHIP: RESPONSIBILITIES.**

Subsection (b), of Sec. 30-162 (Ambulance board; purpose; membership; responsibilities) are hereby amended to read as follows:

(b) The board shall consist of seven ~~five~~ Members. ~~and 2 alternates.~~ Appointments shall be made by the city council of medically knowledgeable citizens within the community. ~~The city health officer or designee shall be an appointed member to the board, and~~ The mayor or his designee shall be the fifth person. The following city officials shall serve as ex officio members: city manager, fire chief; chief of police, ~~911 emergency provider and the 911 back-up provider.~~ All citizen board members shall be appointed for a ~~three~~-year term consistent with city board appointment policy. The membership shall elect a chairperson and vice-chairperson, and the city shall furnish a recording secretary. Accurate minutes of the meetings of the board shall be maintained. A quorum shall consist of a simple majority of the board.

READ, CONSIDERED, APPROVED AND PASSED this the 16th day of December, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

PRESENTED BY: Anna Carrillo, City Secretary

AGENDA ITEM: Approval of Ordinance # ____ Amending, Article III Golf Course Advisory Board, Section 70-82 Composition of the City of Mission Code of Ordinances – Carrillo

NATURE OF REQUEST:

Section 70-82 Composition be amended as follows:

The municipal golf course advisory board shall be composed of seven members who are residents or are employed by an entity located within the city of Mission.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS,
AMENDING, ARTICLE III GOLF COURSE ADVISORY BOARD, SECTION 70-82
COMPOSITION OF THE CITY OF MISSION CODE OF ORDINANCES**

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

Section 70-82 Composition be amended as follows:

The municipal golf course advisory board shall be composed of seven members who are residents or are employed by an entity located within the city of Mission.

READ, CONSIDERED AND APPROVED on this, the 16th day of December, 2024

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

PRESENTED BY: Anna Carrillo, City Secretary

AGENDA ITEM: Approval of Ordinance # ____ Amending Chapter Two Administration, Article III Boards, Committees & Commissions, Division 5 Youth Advocacy Advisory Board, Section 2-151 Created; Composition and Section 2-152 Membership (B) of the City of Mission Code of Ordinances – Carrillo

NATURE OF REQUEST:

Ordinance will reduce the number of members from eleven to nine. Revising the term of office to a three year term to be effective with appointments effective January 1, 2025.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AMENDING CHAPTER TWO ADMINISTRATION, ARTICLE III BOARDS, COMMITTEES & COMMISSIONS, DIVISION 5 YOUTH ADVOCACY ADVISORY BOARD, SECTION 2-151 CREATED; COMPOSITION AND SECTION 2-152 MEMBERSHIP (B) OF THE CITY OF MISSION CODE OF ORDINANCES

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

Section 2-151 Created; Composition be amended as follows:

(b) Composition. The Board shall be composed of nine ~~eleven~~ voting members who are the present members of the Board of Directors of the Boys & Girls Club of Mission, Inc. If the present members of the Club are less than nine, the Mayor and City Council will appoint the number of members necessary to make up the difference.

Sec. 2-152. - Membership.

(b)Terms. The terms of office of the members of the board shall commence as provided in section 2-73 of Code and shall be for a term of ~~two~~ ~~three~~ years

READ, CONSIDERED AND APPROVED on this, the 16th day of December, 2024

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

PRESENTED BY: Anna Carrillo, City Secretary

AGENDA ITEM: Approval of Ordinance # _____ Amending Appendix A – Zoning; Article IV providing for the Zoning Board of Adjustment and Appeals, quorum, procedures for appeals and powers of the board of the City of Mission Code of Ordinances - Carrillo

NATURE OF REQUEST:

Zoning Board of Adjustments and Appeals board will consist of five members and no alternates. Revising the term of office to a three year term to be effective with appointments effective January, 2025

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *MRP*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS,
AMENDING APPENDIX A – ZONING; ARTICLE IV. - PROVIDING FOR THE BOARD OF
ADJUSTMENT AND APPEALS, QUORUM, PROCEDURES FOR APPEALS AND POWERS OF
THE BOARD OF THE CITY OF MISSION CODE OF ORDINANCES

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

Section 1.15. - Organization.

1. A board of adjustment **and appeals** is hereby created in accordance with the provisions of V.T.C.A., Local Government Code §§ 211.008—211.012. It shall consist of five regular members **and two alternates** who shall be appointed by the city council of the City of Mission for a term of three ~~two~~ years, and removable for cause by the city council upon written charges and after public hearing. ~~Said two alternate members shall serve in the absence of one or more regular members when requested to do so by the mayor, the city manager, or an authorized official, as the case may be.~~ All cases to be heard by the board of adjustment will be heard by a minimum number of three members. Vacancies shall be filled for the unexpired term of any member by appointment of the city council

READ, CONSIDERED AND APPROVED on this, the 16th day of December, 2024

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024
PRESENTED BY: Anna Carrillo, City Secretary
AGENDA ITEM: Approval of Ordinance # ____ Amending, Article II Administration, Division 2 Traffic Safety Committee, Section 110-62 Membership of the City of Mission Code of Ordinances – Carrillo

NATURE OF REQUEST:

Section 70-82 Membership be amended as follows:

The traffic safety committee shall be composed of seven members to be appointed by the mayor with the advice and consent of the city council.

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 *MCP*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS,
AMENDING, ARTICLE II ADMINISTRATION, DIVISION 2 TRAFFIC SAFETY COMMITTEE,
SECTION 110-62 MEMBERSHIP OF THE CITY OF MISSION CODE OF ORDINANCES

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

Section 110-62 Membership be amended as follows:

The traffic safety committee shall be composed of seven ~~nine~~ members to be appointed by the mayor with the advice and consent of the city council.

READ, CONSIDERED AND APPROVED on this, the 16th day of December, 2024

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

PRESENTED BY: Vidal Roman, Finance Director

AGENDA ITEM: Approval of Resolution # ____ accepting and filing certificate of completion for Mayor Norie Gonzalez Garza, City Manager Mike R. Perez and Finance Director Vidal Roman for the TML Public Investment Fund Training held on December 5 and 6, 2024 – Roman

NATURE OF REQUEST:

Norie Gonzalez Garza, Mayor Mike R. Perez, City Manager and Vidal Roman, Finance Director participated and completed the TML Public Investments Fund Training held on December 5 and 6, 2024 in San Antonio, Texas in accordance with Chapter 2256 of the Government Code requiring municipalities to maintain compliance with the Public Investments Funds Act.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF MISSION CITY COUNCIL ACCEPTING AND FILING THE CERTIFICATE OF COMPLETION FOR CITY MANAGER MIKE R. PEREZ AND FINANCE DIRECTOR VIDAL ROMAN FOR THE TML PUBLIC INVESTMENTS FUND TRAINING CONDUCTED BY THE TEXAS MUNICIPAL LEAGUE

WHEREAS, the Texas Municipal League (TML) provides specialized training to enhance the knowledge and skills of municipal officials in managing public investment funds in compliance with applicable laws and best practices; and

WHEREAS, Mayor Norie Gonzalez Garza, City Manager Mike R. Perez and Finance Director Vidal Roman of the City of Mission participated in the TML Public Investments Fund Training held on December 5 and 6, 2024; and

WHEREAS, the training is required in accordance with Chapter 2256 of the Government Code requiring municipalities to maintain compliance with the Public Investments Funds Act; and

WHEREAS, the designated investment officers must complete an initial training of 10 hours within their first 12 months in the position, followed by 8 hours of renewal training every two years to maintain compliance with the act.

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

1. The City Council hereby accepts and files the certificates of Mayor Norie Gonzalez Garza, City Manager Mike R. Perez and Finance Director Vidal Roman for having completed the TML Public Investments Fund Training held on December 5 and 6, 2024 as required by Chapter 2256 of the Government Code.

PASSED and APPROVED, on this the 16th day of December, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



CONTINUING EDUCATION
FROM THE TEXAS MUNICIPAL LEAGUE

CERTIFICATE of COURSE COMPLETION

Mike Perez

Successfully completed the

Public Funds Investment Act Training

Menger Hotel, San Antonio

Completion of this course satisfies the ten hours of investment training in full compliance with the Texas Government Code Chapter 2256.008 of the Public Funds Investment Act.

December 5-6, 2024

(This certificate expires on December 6, 2026)



CONTINUING EDUCATION FROM THE TEXAS MUNICIPAL LEAGUE

CERTIFICATE of COURSE COMPLETION

Vidal Roman

Successfully completed the

Public Funds Investment Act Training

Menger Hotel, San Antonio

Completion of this course satisfies the ten hours of investment training in full compliance with the Texas Government Code Chapter 2256.008 of the Public Funds Investment Act.

December 5-6, 2024

(This certificate expires on December 6, 2026)



CONTINUING EDUCATION
FROM THE TEXAS MUNICIPAL LEAGUE

CERTIFICATE of COURSE COMPLETION

Norie Gonzalez Garza

Successfully completed the

Public Funds Investment Act Training

Menger Hotel, San Antonio

Completion of this course satisfies the ten hours of investment training in full compliance with the Texas Government Code Chapter 2256.008 of the Public Funds Investment Act.

December 5-6, 2024
(This certificate expires on December 6, 2026)



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024
PRESENTED BY: JC Avila, Fleet Director
AGENDA ITEM: Authorization to extend the lease for one (1) 2020 Chevrolet Tahoe 2WD 4dr Wgn LT from D&M Leasing Company (Buyboard #744-24) in the amount of \$13,357.79- Avila

NATURE OF REQUEST:

The Mission Police Department is seeking authorization the extend the lease for one (1) 2020 Chevrolet Tahoe 2WD 4dr Wgn LT from D&M Leasing Company (Buyboard contract #744-24) to be used by its officers. The Chevrolet Tahoe would be leased for an extended 12-month term. Monthly debt service (including principal and interest) would be \$1,176.13. The total purchase capitalized cost for the lease extension amounts to \$13,357.79.

BUGETED: Yes **FUND:** Police **ACCT. #:** 29-410-84800
BUDGET: \$974,788 **EST. COST:** \$ **CURRENT BUDGET BALANCE:** \$724,452

BUGETED: Yes **FUND:** Police **ACCT. #:** 29-410-84820
BUDGET: \$120,000 **EST. COST:** \$ **CURRENT BUDGET BALANCE:** \$61,937

STAFF RECOMMENDATION:

Approval

Departmental Approval: Purchasing, Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Enter Recommendation

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

_____ AYES
_____ NAYS
_____ DISSENTING _____



Open-End (Equity) Lease Quote

Quote: 27002

Prepared For: City of Mission, TX

Date: 11/30/2024

Unit#: 27002

Unit: 2020 Chevrolet Trucks TAHOE 2WD 4dr Wgn LT

Order Type: Re Lease Term: 12 State: TX

Customer#: 6606

Schedule#: 176.00

12334.29	Capitalized Cost of Vehicle ¹
0.00	Up Front Sales Tax Rate <u>0.0625</u> State <u>TX</u>
123.50	Initial License and Registration Fees
0.00	Added Equipment (See Page 2)
250.00	Acquisition Fee
650.00	Other Capitalized Fees Tax
0.00	on Gain on Prior Vehicle
0.00	Inventory Tax Extended
0.00	Service Contract Gross
13357.79	Capitalized Cost LESS:
0.00	Cash Down
0.00	Trade Equity
0.00	Rebate
13357.79	Total Capitalized Cost (Delivered Price)

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order Information
Driver
Ext Color
Int Color
License
GVWR <u>0</u>



Contract # 744-24

1113.07 Depreciation Reserve @ 0.08333
 63.06 Monthly Lease Charge (Based on Rate - Subject to a Floor)²

1176.13 Total Monthly Rental Excluding Additional Services

Additional Fleet Management and Services

0.00 Full Maintenance Program³
 0.00 Miscellaneous

0.00 Additional Services Sub Total

Contract Miles 0
 Incl: #Brake Sets (1 set = 1 axle) 0

Over Mileage Charge 0.00 / Mile
 #Tires 0 Loaner Vehicle Not Incl

0.00 Monthly Sales Tax 0
 0.00 Total Monthly Insurance

1176.13 Total Monthly Rental Including Additional Services

1.00 Reduced Book Value at 12 Months
 250.00 Service Charge Due at Lease Termination

Monthly Insurance Premiums and Disclosures
<u>0.00</u> Commercial Liability Enrollment (Estimate Only)
<u>0.00</u> Physical Damage (Estimate Only)
Liability Limit <u>0.00</u>
Comprehensive/Collision Deductible: <u>0.00 / 0.00</u>

Quote based on estimated annual mileage of 10000 and a Security Deposit of 0.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. **ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.**

LESSEE City of Mission, TX

BY _____ TITLE _____ DATE 11/30/2024

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.

Open-End (Equity) Lease Quote

Quote: 27001 Item 24.

Prepared For: City of Mission, TX

Date: 11/30/2024

Unit#: 27002

Unit: 2020 Chevrolet Trucks TAHOE 2WD 4dr Wgn LT

ADDED EQUIPMENT / OTHER TOTALS

Description	(B)illed or (C)apped	Price
Total Charges (B)illed		0
Total Charges (C)apitalized		0
Total of All Added Equipment and Other Charges		0



Vendor Contract Information Summary

Vendor	Commercial Vehicle Leasing LLC dba D&M Leasing Commercial
Contact	Ed Cain
Phone	214-412-1656
Email	ecain@dmautoleasing.com
Vendor Website	https://www.dmfleets.org/
TIN	90-0996325
Address Line 1	1400 W. 7th Street, #200
Vendor City	Fort Worth
Vendor Zip	76102
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Payment terms are net 30.
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	Yes
Women Owned	No
Certificate Number	1900996325700
Certifying Agency	The Texas Comptroller of Public Accounts
National	Yes
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Vehicle & Bus Fleet Leasing & Management Services
Contract No.	744-24
Effective	10/01/2024
Expiration	09/30/2027
Accepts RFQs	Yes
Service Fee Note	Vehicle purchase orders are subject to a \$400 service fee





CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

PRESENTED BY: Cesar Torres, Chief of Police

AGENDA ITEM: Authorization to submit a grant application to the Texas Department of Transportation for the FY 2026 STEP Comprehensive Enforcement Grant in the amount of \$45,000 with an in-kind 20% match from the City - Torres

NATURE OF REQUEST:

The Mission Police Department requests authorization to submit a grant application to the Texas Department of Transportation for the STEP Comprehensive Enforcement Grant for fiscal year 2026, in the amount of \$45,000.00. This grant will require an in-kind 20% match from the City of Mission. This funding will enhance our traffic enforcement measures and contribute to safer roadways for our community members.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval.

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *WRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

PRESENTED BY: Cesar Torres, Chief of Police

AGENDA ITEM: Authorization to submit a grant application to the Texas Department of Transportation for the FY 2026 STEP Commercial Motor Vehicle (CMV) Grant in the amount of \$35,000 with an in-kind 20% match from the City - Torres

NATURE OF REQUEST:

The Mission Police Department requests authorization to submit a grant application to the Texas Department of Transportation for the STEP Commercial Motor Vehicle (CMV) Grant for fiscal year 2026, in the amount of \$35,000.00. This grant will require an in-kind 20% match from the City of Mission. This grant will assist the police department to focus on enforcement of commercial vehicle regulations, which is crucial for maintaining road safety and compliance.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval.

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *WRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

PRESENTED BY: Cesar Torres, Chief of Police

AGENDA ITEM: Authorization to submit a grant application to the Texas Department of Transportation for the FY 2025 Mini – Operation Slow Down Grant in the amount of \$4,000 with an in-kind 20% match from the City - Torres

NATURE OF REQUEST

The Mission Police Department requests authorization to submit a grant application to the Texas Department of Transportation for the FY 2025 Mini Grant – Operation Slow Down, in the amount of \$4,000.00. This grant will require an in-kind 20% match from the City of Mission. This grant will assist the police department during a two-week enforcement operation focused on reducing roadway deaths caused by speeding.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval.

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *WRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

PRESENTED BY: Cesar Torres, Chief of Police

AGENDA ITEM: Authorization to submit a grant application to the Texas Department of Transportation for the FY 2025 Mini Grant – Click It or Ticket in the amount of \$4,000 with an in-kind 20% match from the City - Torres

NATURE OF REQUEST:

The Mission Police Department requests authorization to submit a grant application to the Texas Department of Transportation for the FY 2025 Mini Grant – Click It or Ticket, in the amount of \$4,000.00. This grant will require an in-kind 20% match from the City of Mission. This grant will support a two-week enforcement effort aimed at increasing seatbelt usage and reducing fatalities among unrestrained occupants.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval.

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *WRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024
PRESENTED BY: Cesar Torres, Chief of Police
AGENDA ITEM: Authorization to award bid to SOARD Solutions for the purchase of two drones and accessories in the amount of \$46,236 - Torres

NATURE OF REQUEST:

The City of Mission has received and opened (2) Bid responses for two drones and accessories for the City of Mission Police Department. Staff recommends awarding the bid to SOARD Solutions LLC, as they are the only bidder that meets all specifications and conditions for the amount of \$46,236.00.

BID #25-064-11-04.

BUDGETED: Yes **FUND:** General **ACCT. #:** 01-430-74950

BUDGET: \$784,850 **EST. COST:** \$46,236.00 **CURRENT BUDGET BALANCE:** \$636,393

BID AMOUNT: \$46,236.00

STAFF RECOMMENDATION:

Approval.

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____

**City of Mission
Specifications**

Bid Name/No.: Purchase and Delivery of Aircraft Drones / 25-064-11-04

- I. **Scope of Work:** The City of Mission is accepting bids for the Purchase and Delivery of Aircraft Drones for the Mission Police Department.
- II. **Specifications:** It is the intention of these specifications to describe Purchase and Delivery of Aircraft Drones. Please read your specifications thoroughly and be sure that the Aircraft Drones offered comply (ies) with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by letter attached to and made a part of your bid. If no exceptions are noted and you are the successful bidder, it will be required that the Aircraft Drones be furnished as specified.

Drone Specifications:

1. Dimensions (unfolded, without propellers): 810×670×430 mm (L×W×H)
2. Operating Temperature: -20° to 50° C (-4° to 122° F)
3. FPV onboard camera and LED auxiliary light
4. Camera with zoom, thermal, and wide lenses (all-weather sensors)
5. 128 Watt spotlight
6. Intelligent charging station
7. Intelligent flight batteries
8. Remote control batteries
9. Collision/police lights.

Care plan desired: Enterprise Care Plus

SOARD Solutions
 100 N McColl Rd Ste. D
 McAllen, TX 78501
 956-278-8280
 info@soard-solutions.com

Estimate 0924



ADDRESS Mission Police Department 1200 E 8th St Mission, Texas 78572	SHIP TO Mission Police Department 1200 E 8th St Mission, Texas 78572	DATE 09/09/2024	TOTAL \$46,236.00
--	--	---------------------------	-----------------------------

ITEM	DESCRIPTION	QTY	PPU	PRICE
DJI Matrice 350 RTK Worry Free Plus Combo	Aircraft × 1 RC Plus × 1 WB37 Intelligent Battery × 1 TB65 Intelligent Flight Battery × 2 Carrying Case × 1 BS65 Intelligent Battery Station × 1 Landing Gear x2 Matrice 350 RTK 2110s Propellers (Pair) × 1 Screws and Tools × 1 Cleaning Tools × 1 Spare Gimbal Damper × 4 Rubber Port Cover (Set) × 1 Enterprise Care Plus x 1	2	12,000.00	24,000.00
DJI ZENMUSE H30T CAMERA FLAGSHIP ALL-WEATHER MULTI-SENSOR PAYLOAD (1YR CARE BASIC)	DJI H30T Gimbal Camera x 1 Storage Case x 1 Lens Cleaning Cloth x 1	2	8,900.00	17,800.00
JZ DRONES T90 128W MATRIX LAMP SPOTLIGHT FOR DJI MATRICE 350 RTK		2	2,000.00	4,000.00
Guardian Angel Elite Lights	Colors vary	4	109.00	436.00

***The following items are in Back-Order:

DJI ZENMUSE H30T CAMERA

JZ DRONES T90 128W MATRIX LAMP SPOTLIGHT

SUBTOTAL	46,236.00
TAX	0.00
TOTAL	\$46,236.00

THANK YOU.

Accepted By

Accepted Date



25-064-11-04 / Purchase and Delivery of Aircraft

BID NAME/NUMBER: Drones

OPEN DATE: November 04, 2024 2:00 PM CST

BIDDER:		Aircraft Drone		Total Base Amount + Alternate
		Qty	Unit Price	
Vendor Name:	SOARD Solutions, LLC.	2	\$23,118.00	\$46,236.00
Street address:	400 N. McColl Rd., Ste. E			
City, State:	McAllen, TX 78501	Addendums?		None
Phone:	(956) 313-3707			
Fax:				
Contact:	Sulema Cavazos	Brand, Model:		DJI: Matrice 350 RTK
Email:	sulema@soard-solutions.com	Delivery Days		Items on B/O
Vendor Name:	Darkhive, Inc.	2	\$12,998.00	\$25,996.00
Street address:	207 West Cevallos			
City, State:	San Antonio, TX 78204	Addendums?		None
Phone:	(201) 815-1249			
Fax:				
Contact:	Michal Fiuk	Brand, Model:		Darkhive / OBELISK
Email:	Mfiuk@Darkhive.com	Delivery Days		10 Weeks

Apparent Lowest Responsible and Responsive Bidder: SOARD Solutions, LLC.

Note: Darkhive is found non-responses: they deviated from the required specifications

BID NAME/NUMBER: 25-064-11-04 / Purchase and Delivery of Aircraft Drones



OPEN DATE: November 04, 2024 2:00 PM CST

Vendor Name:	SOARD Solutions, LLC.	Darkhive, Inc.	
Street address:	400 N. McColl Rd., Ste. E	207 West Cevallos	
City, State:	McAllen, TX 78501	San Antonio, TX 78204	
Phone:	(956) 313-3707	(201) 815-1249	
Fax:			
Contact:	Sulema Cavazos	Michal Fiuk	
Email:	sulema@soard-solutions.com	mfiuk@darkhive.com	

DESCRIPTION of FORMS:				
	Solicitation Signed		Yes	Yes
	Terms & Conditions Included		Yes	Yes
	Non-Collusive		Yes	Yes
	Pricing Schedule		Yes	Yes
	Addenda(s)		None	None
	Gen. Business Questionare		Yes	Yes
	References		Yes	Yes
	CIQ			
	Debarment			



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024
PRESENTED BY: Cesar Torres, Chief of Police
AGENDA ITEM: Authorization to purchase (27) twenty-seven bulletproof vests for police officers, totaling \$32,122.50, using bulletproof vest grant funds with respective budget amendment - Torres

NATURE OF REQUEST:

The Mission Police Department is seeking authorization to purchase (27) twenty-seven bulletproof vests for police officers. This purchase will be made with bulletproof vest grant funds. The total purchase amount is \$32,122.50. This purchase will be made from GT Distributors (buyboard #698-23).

BUDGETED: Partially **FUND:** Designated Purpose **ACCT. #:** 15-436-74950
BUDGET: \$20,000 **EST. COST:** \$32,122.50 **CURRENT BUDGET BALANCE:** \$20,000

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval.

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____



GT Distributors - Austin
 1124 New Meister Ln., Ste 100
 Pflugerville TX 78660
 (512) 451-8298 Ext. 0000

Quote	QTE0108600
Date	12/11/11 Item 30.
Page:	1

Bill To:

Mission Police Department (TX)
 1200 East 8th St
 Mission TX 78572

Ship To:

Mission Police Department (TX)
 1200 East 8th St
 Mission TX 78572

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
241014 ARMOR	000048	KE	U	NET 15	0/0/0000	2,975,595

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
25	SBA-1219793-M*	SX™ Level IIIA, A7 - Male Panel Set	EA	\$875.00	\$21,875.00
25	SBA-1220902-58*	Soft Trauma Plate, 5" X 8"	EA	\$19.00	\$475.00
27	SBA-1303538*	U1 Uniform Shirt Carrier, Front Opening	EA	\$226.50	\$6,115.50
		BLACK			
		25 - MALES			
		2 - FEMALES			
2	SBA-1219794-F*	SX™ Level IIIA, A5 - Female Structured Panel	EA	\$875.00	\$1,750.00
2	SBA-1220902-57*	Soft Trauma Plate 5x7 Female	EA	\$19.00	\$38.00
27	SBA-1348925*	M Series Concealable Carrier	EA	\$68.00	\$1,836.00
		navy			
		25- MALES			
		2 - FEMALES			
1	NOTE	OSPR Pricing	Each	\$0.00	\$0.00
		Quotation reflects BuyBoard Contract 698-23. Contract period 4/1/23-3/31/25. Email BuyBoard PO's to info@buyboard.com			
1	NOTE-	OSPR TILL APRIL 2024	Each	\$0.00	\$0.00

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Your salesperson is Kirby Evans. Thank You.
 Reynaldo Perez <asstchiefperez@missiontexas.us>

Subtotal	\$32,089.50
Misc	\$0.00
Tax	\$0.00
Freight	\$33.00
Total	\$32,122.50



Vendor Contract Information Summary

Vendor GT Distributors, Inc.
 Contact DAVID CURTIS
 Phone 512-451-8298
 Email sales@gtdist.com
 Vendor Website www.gtdist.com
 TIN 74-2339528
 Address Line 1 1124 New Meister Lane
 Address Line 2 Suite 100
 Vendor City Pflugerville
 Vendor Zip 78660-6937
 Vendor State TX
 Vendor Country USA
 Delivery Days 10
 Freight Terms FOB Destination
 Payment Terms Net 30
 Shipping Terms Freight prepaid by vendor and added to invoice
 Ship Via Common Carrier
 Designated Dealer No
 EDGAR Received Yes
 Service-disabled Veteran Owned No
 Minority Owned No
 Women Owned No
 National No
 No Foreign Terrorist Orgs Yes
 No Israel Boycott Yes
 MWBE No
 ESCs All Texas Regions
 States All States
 Contract Name Public Safety and Firehouse Supplies and Equipment
 Contract No. 698-23
 Effective 04/01/2023
 Expiration 03/31/2026
 Accepts RFQs Yes

CITY OF MISSION BUDGET AMENDMENT REQUEST

FISCAL YEAR: 2024-2025
DATE: December 16, 2024
DEPARTMENT: Police
FUND: Designated Purpose

BA-25-13

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE (DECREASE)	PROPOSED BUDGET
15-300-33133	Bullet Proof Vest Grant	10,000.00	6,500.00	16,500.00
15-399-39901	Transfers in-General Fund	-	6,500.00	6,500.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL		10,000.00	13,000.00	23,000.00

JUSTIFICATION

To allocate funding to purchase (27) twenty-seven bulletproof vests for police officers, totaling \$32,122.50,
using bulletproof vest grant funds

Finance Director: Vidal Roman

Date: 12/16/2024

City Council Approved on: _____

Date Posted: _____

CITY OF MISSION BUDGET AMENDMENT REQUEST

FISCAL YEAR: 2024-2025
DATE: December 16, 2024
DEPARTMENT: Police
FUND: Designated Purpose

BA-25-13

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE (DECREASE)	PROPOSED BUDGET
15-436-74950	Machinery & Equipment	20,000.00	13,000.00	33,000.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL		20,000.00	13,000.00	33,000.00

JUSTIFICATION

To allocate funding to purchase (27) twenty-seven bulletproof vests for police officers, totaling \$32,122.50,
using bulletproof vest grant funds

Finance Director: Vidal Roman

Date: 12/16/2024

City Council Approved on: _____

Date Posted: _____



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024
PRESENTED BY: Cesar Torres, Chief of Police
AGENDA ITEM: Authorization to submit a grant application to the Texas Department of Transportation (TXDOT) for a General Grant Proposal for in house registered nurse phlebotomy program - Torres

NATURE OF REQUEST:

The Mission Police Department requests authorization to submit a grant application to the Texas Department of Transportation (TxDOT) for a general grant proposal. TXDOT's general grant proposal funds several projects, including our current phlebotomy program (Registered Nurse Grant). As part of this grant proposal, we would like to request \$150,000 to continue funding the current phlebotomy program (Registered Nurse Grant). Also as part of this proposal, we would like to request \$25,000 to fund traffic safety supplies/gear/training for our Community Oriented Policing Services Bureau. There is a match requirement from the City of Mission. The City of Mission will request TxDOT's approval for an in-kind match (previously approved in another grant). By matching with in-kind, the City of Mission's cash match will be zero.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval.

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024
PRESENTED BY: Abram Ramirez, Information Technology Director
AGENDA ITEM: Authorization to purchase computers and accessories from Dell at a cost of \$28,108.40 utilizing DIR-TSO-3763 contract - Ramirez

NATURE OF REQUEST:

Authorization to purchase computers and accessories to outfit new patrol vehicles from Dell at a cost of \$28,108.40 utilizing DIR-TSO-3763 contract.

BUDGETED: Yes **FUND:** General **ACCT. #:** 01-426-64390

BUDGET: 102,700 **EST. COST:** \$28,108.40 **CURRENT BUDGET BALANCE:** \$73,580.00

BID AMOUNT: \$28,108.40

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

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

_____ AYES
 _____ NAYS
 _____ DISSENTING _____



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Jan. 03, 2025**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote Name:	7230 Rugged Extreme Lind Adapters	Sales Rep	Mary Perez
Quote No.	3000182728749.3	Phone	1(800) 4563355, 6180887
Total	\$28,108.40	Email	Mary_Perez1@Dell.com
Customer #	19368650	Billing To	PAYABLE ACCTS
Quoted On	Dec. 04, 2024		CITY OF MISSION
Expires by	Jan. 03, 2025		1201 E 8TH ST
	Texas Department of		MISSION, TX 78572-5812
Contract Name	Information Resources (TX DIR)		
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	28301985		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Mary Perez

Shipping Group

Shipping To	Shipping Method
PAYABLE ACCTS CITY OF MISSION 1201 E 8TH ST MISSION, TX 78572-5812 (956) 580-8716	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 7230 Rugged Extreme Tablet	\$2,270.35	12	\$27,244.20
Dell USB-C to 2.5Gbps Ethernet Adapter	\$22.74	12	\$272.88
Lind Electronics Power Adapter	\$147.83	4	\$591.32

Item 32.

Subtotal:	\$	
Shipping:		\$0.00
Non-Taxable Amount:		\$28,108.40
Taxable Amount:		\$0.00
Estimated Tax:		\$0.00
<hr/>		
Total:		\$28,108.40

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Shipping Group Details

Item 32.

Shipping To

PAYABLE ACCTS
CITY OF MISSION
1201 E 8TH ST
MISSION, TX 78572-5812
(956) 580-8716

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
Dell Latitude 7230 Rugged Extreme Tablet	\$2,270.35	12	\$27,244.20

Estimated delivery if purchased today:
Dec. 18, 2024
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Latitude 7230 Rugged Extreme	210-BFQT	-	12	-
12th Gen. Intel Core i7-1260U (12 MB cache, 10 cores, 12 threads, up to 4.70 GHz, vPro)	338-CHIC	-	12	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	12	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	12	-
CrowdStrike Endpoint Protection Pro w Essential Support 1yr	634-CCLG	-	12	-
Integrated Intel Iris Xe Graphics for i7-1260U vPro Processor, 16GB DDR5 Memory with u-blox NEO-M9N GPS card	338-CGSR	-	12	-
Intel Rapid Start and Smart Connect Technology	409-BCWQ	-	12	-
Intel vPro Technology Advanced Management Features	631-ADOX	-	12	-
16 GB, 2 X 8 GB, LPDDR5, 5200MT/s, Integrated	370-AHKW	-	12	-
512 GB, M.2 2230, PCIe NVMe, SSD, Opal 2.0 Self Encrypting, Class 35	400-BQLH	-	12	-
12" Touch 1200 nits WVA FHD (1920 x 1200) 100% sRGB Anti-Glare, Outdoor Viewable, front and rear cam, dual mic	391-BGZL	-	12	-
Intel(R) Wi-Fi 6 AX211 Wireless Driver (with Bluetooth)	555-BIFL	-	12	-
Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, MU-MIMO and Bluetooth® 5.3 wireless card	555-BIHY	-	12	-
Hot surface warning label	389-ECGC	-	12	-
Primary 2 Cell 35.6 Whr, ExpressCharge(TM) Capable	451-BCZJ	-	12	-
65W Type-C Adapter	450-AMLO	-	12	-
Backcover, no Fingerprint, no Smartcard reader, no removable SSD, with passive pen	346-BILM	-	12	-
Foxit PDF Editor with AI Assistant	634-CLHT	-	12	-
CyberLink PowerDirector and PhotoDirector 2024	634-BYFS	-	12	-
E4 Power Cord 1M for US	537-BBDO	-	12	-
Setup and Features Guide	340-DCSZ	-	12	-
Battery slot cover	325-BERE	-	12	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	12	-
ENERGY STAR Qualified	387-BBLW	-	12	-
Custom Configuration	817-BBBB	-	12	-
Dell Additional Software	658-BFQB	-	12	-

Mix Packaging 65W L10 CTY No WWAN	340-DDEE	-	12	
WLAN, GPS Antennas only (Pogo vehicle docking, No RF passthrough)	555-BIFI	-	12	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	12	-
5MP front dedicated IR/RGB, 11MP rear with flash and microphone	319-BBJL	-	12	-
Hazardous Locations Certification	389-EFFU	-	12	-
Right hand side expansion port - USB-A	590-TFJW	-	12	-
Top expansion port, RJ45	590-TFKB	-	12	-
Rigid Handle	750-ADWQ	-	12	-
ProSupport: Next Business Day Onsite, 3 Years	804-0500	-	12	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	12	-
Dell Limited Hardware Warranty Initial Year	997-6988	-	12	-
ProSupport: 7x24 Technical Support, 3 Years	997-6995	-	12	-
		Unit Price	Quantity	Subtotal

Dell USB-C to 2.5Gbps Ethernet Adapter

Estimated delivery if purchased today:
 Dec. 09, 2024
 Contract # C000000006841
 Customer Agreement # TX DIR-TSO-3763

Unit Price	Quantity	Subtotal
\$22.74	12	\$272.88

Description	SKU	Unit Price	Quantity	Subtotal
Dell Adapter USB-C to 2.5G Ethernet - SA224	750-BBKR	-	12	-

Unit Price	Quantity	Subtotal
\$147.83	4	\$591.32

Lind Electronics Power Adapter

Estimated delivery if purchased today:
 Dec. 10, 2024
 Contract # C000000006841
 Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Lind Electronics Power Adapter	AB979198	-	4	-

Subtotal:	\$28,108.40
Shipping:	\$0.00
Estimated Tax:	\$0.00

Total:	\$28,108.40
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Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

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STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES
DELL MARKETING, L.P.

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Dell Marketing, L.P. (hereinafter “Vendor”), with its principal place of business at One Dell Way, Round Rock, Texas 78682.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-TSO--TMP-251, on September 12, 2016, for Dell Branded Manufacturer Hardware, Software and Related Services & Cloud Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-251 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Services Agreement; Appendix E, Master Operating Lease Agreement (subject to the provisions of Section 1.D. below); Appendix F, Master Lease Agreement (subject to the provisions of Section 1.E. below); Appendix G, E-Rate Agreement; Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-251, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-251, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix E, Master Operating Lease Agreement (subject to the provisions of Section 1.D. below); Appendix F, Master Lease Agreement (subject to the provisions of Section 1.E. below), as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Services Agreement; Appendix G, E-Rate Agreement; Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-251, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-251, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents

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listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E (subject to the provisions of Section 1.D. below), then Appendix F (subject to the provisions of Section 1.E. below), then Appendix G, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix E (subject to the provisions of Section 1.D. below) or Appendix F (subject to the provisions of Section 1.E. below), depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix G, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

D. Master Operating Lease Agreement

DIR and Vendor hereby agree that, until DIR directs Vendor otherwise, Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

E. Master Lease Agreement

DIR and Vendor hereby agree that, until DIR directs Vendor otherwise, Vendor is authorized to utilize the Master Lease Agreement in Appendix F of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions.

2. Term of Contract

The term of this Contract shall be two (2) years commencing on January 10, 2018. Prior to expiration of the original term, the contract will renew automatically in two (2) year increments for two additional terms under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

This Contract is a full Catalog contract, offering all products Dell is authorized to sell or manufacture.

B. Services

Related services include but are not limited to: deployment, help desk, managed services, storage and server assessment services, product installation, Custom Factory Integration of

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Customer Imaged Software (“CFI”), maintenance and support, asset recovery services, product training, and future services Dell may offer upon DIR approval.

4. Pricing

A. Manufacturer’s Suggested Retail Price (MSRP)

MSRP is defined as Dell’s published retail price list as found on <http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf>.

B. Customer Discount

The minimum Customer discount for all products and services will be set forth in Appendix C Pricing Index.

Vendor agrees that the DIR standard pricing discounts contained in Appendix C will remain at least one percent (1%) better than the NASPO (the National Association of State Procurement Officials ValuePoint (NASPO VP) Category A level, standardized discounts. This extension of competitive volume sales pricing is intended solely to ensure that DIR will, at a minimum, remain competitive with the standard price rates set for NASPO VP as a whole. DIR may not apply, without the express consent of Vendor, any pre-existing discount structure to the NASPO VP pricing being offered to DIR by Vendor. DIR may either use DIR discounted pricing or the NASPO VP pricing but may not combine, or compound the two.

In the event that DIR pricing fails to remain competitive with (i.e., at least one percent [1%] better than) NASPO VP standardized, category level pricing as described in the foregoing paragraph, Vendor shall extend such pricing to DIR. Vendor shall use its commercially reasonable best efforts to notify DIR of such NASPO VP price change and amend this Contract within thirty (30) days after the amendment to the Vendor’s NASPO VP contract. The introduction of the NASPO VP pricing to the DIR contract shall be effective from the date of execution into the Contract by amendment. Both parties agree that the pricing shall not be retroactive for DIR and shall not extend back to the date that Vendor reduced NASPO VP catalog pricing. Further, the parties agree that DIR, or the State of Texas, does not have the right to audit the NASPO VP contract held by the Vendor. References to the Vendor’s NASPO VP contract are only contained in this Contract for purposes of referencing the pricing discounts contained therein. Both parties acknowledge that the Vendor’s NASPO VP contract and pricing are readily available to the public and may be freely accessed by the Vendors DIR web page and by the internet for the purposes of validation under the terms and conditions of this Contract.

C. Customer Price

1) The price to the Customer shall be as set forth in Appendix C, Pricing Index.

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2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) During the term of this Contract, if pricing for products or non-customized services (e.g., CFI, Imaging, and Asset Tagging) available under this Contract are provided by Vendor at a lower price to an Eligible Texas Customer (headquartered in the State of Texas) who is not purchasing those products or services under this Contract, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or non-customized services actually charged by Vendor for a quantity of one (1) under substantially similar terms and conditions, for substantially similar configurations or deliverables. This requirement does not apply to volume or special pricing purchases. This Contract shall be amended within ten (10) business days to reflect the lower price.

D. DIR Administrative Fee

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

E. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's destination, provided the products are shipped to locations in the State of Texas. Except as noted, no additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery. Title to all products shall pass upon shipment to Customer's dock; however, risk of loss shall pass to the Customer upon delivery to Customer.

F. Delivery

Shipment of Dell-branded systems from Dell's facility is estimated at between fifteen (15) and twenty-five (25) days after receipt of a valid and complete order. While there may be industry-wide situations of constrained product, current manufacturing lead times for desktop and notebook systems are ten (10) to fourteen (14) business days. Current lead times for server systems are nine (9) to twelve (12) business days; this is specifically designed for extensive testing on these mission-critical systems.

Shipment of third party software and peripheral items is estimated at between seven (7) and ten (10) days after receipt of a valid and complete order.

Please note that customization through Dell's Configuration Services may increase lead times. While Dell does not guarantee specific delivery dates, Customers providing Dell with an accurate quarterly forecast will greatly enhance Dell's ability to be prepared for Customer orders and to meet your needed delivery timeframes.

G. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this

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Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers will provide Vendor with tax exempt certificate upon request.

H. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program <https://comptroller.texas.gov/purchasing/programs/travel-management/>. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

I. Changes to Prices

Vendor or Order Fulfiller may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately at the time of submission of a purchase order, but shall not be retroactive to products for which a purchase order has been received, or for services currently being rendered under a prior purchase order.

5. DIR Administrative Fee

A. The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is one half of one percent (.50%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$500.

B. All prices quoted to Customers shall include the administrative fee. DIR may change administrative fee amounts; however, no revision will take effect before ninety (90) days following written notice. Vendor may revise pricing to reflect the change in administrative fees.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Kelly Parker, CTPM, CTCM

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Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: Kelly.Parker@dir.texas.gov

If sent to the Vendor:

Contract Manager
Dell Marketing, L.P.
One Dell Way, Mail Stop RR1-33
Round Rock, Texas 78682
Phone: (231) 747-9294
Facsimile: (512) 283-9092
Email: [Cyndi Radel@dell.com](mailto:Cyndi.Radel@dell.com); and [Dudley McClellan@dell.com](mailto:Dudley.McClellan@dell.com)

7. Software License, Services and Leasing Agreements

A. Software License Agreement

- 1) Software shall mean any software, library, utility, tool, or other computer or program code, in object (binary) or source-code form, as well as the related documentation, provided by Dell to you. Software includes software locally installed on your systems and software accessed by you through the Internet or other remote means (such as websites, portals, and "cloud-based" solutions).
- 2) Software is subject to the separate software license agreements accompanying the software, along with any product guides, operating manuals, or other documentation included with the software media packaging or presented to Customer during the installation or use of the Software. Customer agrees that Customer will be bound by such license agreement.
- 3) With respect to Software provided or otherwise made available to you by Dell in connection with any Services hereunder, if no license terms accompany the Software, then subject to your compliance with the terms set forth in this Agreement, including payment for such Software, Dell hereby grants Customer a personal, non-exclusive license to access and use such Software only during the duration of the Services and solely as necessary for Customer to enjoy the benefit of the Services as stated in the applicable Service Agreements (or Statements of Work (SOW's)).
 - a) Restrictions. Customer may not copy, modify, or create a derivative work, collective work, or compilation of the Software, and may not reverse engineer, decompile or otherwise attempt to extract the code of the Software or any part thereof. Customer may not license, sell, assign, sublicense, or otherwise transfer or encumber the Software; may not use the Software in a managed-services arrangement; and may not use the Software in excess of the authorized number of licensed seats for concurrent users, sites, or other criteria specified in the

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applicable Service Agreements or Statements of Work. In addition, Customer may not access the Software to monitor its availability, performance, or functionality, or for any other benchmarking or competitive purpose.

- b) Customer is further prohibited from (1) attempting to use or gain unauthorized access to Dell or to any third party's networks or equipment; (2) permitting other individuals or entities to use the Software or copy the Software or Services; (3) attempting to probe, scan, or test the vulnerability of Software or a system, account, or network of Dell or any of its customers or suppliers; (4) interfering or attempting to interfere with service to any user, host, or network; (5) engaging in fraudulent activity of any nature; (6) transmitting unsolicited bulk or commercial messages; (7) restricting, inhibiting, or otherwise interfering with the ability of any other person, regardless of intent, purpose, or knowledge, to use or enjoy the Software (except for tools with safety and security functions); or (8) restricting, inhibiting, interfering with, or otherwise disrupting or causing a performance degradation to any Dell (or Dell Service supplier) facilities used to deliver the Services.
- c) Audit. DIR, on behalf of Customers, hereby grants Dell, or an agent designated by Dell, the right to perform an audit of any Customers' use of the Software during normal business hours; and to cooperate with Dell in such audit; and such Customer agrees to provide Dell with all records reasonably related to Customers' use of the Software. The audit will be limited to verification of Customer's compliance with the terms of this Agreement.
- d) Open Source Software. A portion of the Software may contain or consist of open source software, which you may use under the terms and conditions of the specific license under which the open source software is distributed.

THIS OPEN SOURCE SOFTWARE IS DISTRIBUTED IN THE HOPE THAT IT WILL BE USEFUL, BUT IS PROVIDED "AS IS" WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY REGARDING TITLE OR AGAINST INFRINGEMENT. IN NO EVENT SHALL DELL, THE COPYRIGHT HOLDERS, OR THE CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

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B. Shrink/Click-wrap License Agreement

Customer understands and agrees that the third-party software is subject to the license agreement shipped with the software or in a separate agreement between Customer and the software licensor. Dell is authorized to provide the software provided hereunder. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms.** If the Customer does not agree with the license terms, Dell shall provide reasonable assistance; however, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.

C. Services Agreement

Services provided under this Contract shall be in accordance with the Services Agreement as set forth in Appendix D of this Contract. No changes to the Services Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

D. Master Operating Lease Agreement

DIR and Vendor hereby agree that, until DIR directs Vendor otherwise, Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

E. Master Lease Agreement

DIR and Vendor hereby agree that, until DIR directs Vendor otherwise, Vendor is authorized to utilize the Master Lease Agreement in Appendix F of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions.

8. Intellectual Property Matters

Customer shall own all right, title and interest to the Deliverables and Dell agrees to grant to Customer a perpetual, non-exclusive, non-transferable, royalty-free license to use Dell's Background IP (defined below), Utilities, and Residual IP solely for Customer to use the Deliverables, subject to the following:

- (i) each party will retain all Intellectual Property Rights that it owned or controlled prior to the effective date of this Agreement or that it develops or acquires from activities independent of the Services performed under this Agreement ("Background IP"),
- (ii) Dell will retain all right, title and interest in and to all Intellectual Property Rights in or related to the Services, or tangible components thereof, including but not limited to (a)

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all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the Services (collectively, the “Utilities”), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates or output which are developed, created or otherwise used by or on behalf of Dell in the course of performing the Services or creating the Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or data of Customer (collectively, the “Residual IP”), even if embedded in the Deliverable, and

- (iii) Customer use of software, online services, or software-enabled services in connection with the Services is pursuant to the terms of the applicable software license or Cloud Computing Terms.

As used herein, “Deliverables” means the work product or tangible embodiment of the Services that are (i) prepared or performed by Dell or its subcontractors uniquely and exclusively for a Customer and (ii) specifically identified in a signed Statement of Work as Deliverables. “Intellectual Property Rights” means rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications.

9. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

A. Section 3. Definitions, is hereby replaced in its entirety:

A. Customer - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

- 1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
- 2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
- 3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;

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- 4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
- 5) A local workforce development board created under Section 2308.253;
- 6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
- 7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
- 8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
- 9) A nonprofit organization that provides affordable housing.

B. Compliance Check – an audit of Vendor's compliance with the Contract may be performed by, but not limited to, a third-party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.

C. Contract – the document executed between DIR and Vendor into which this Appendix A is incorporated.

D. CPA – refers to the Texas Comptroller of Public Accounts.

E. Day - shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

F. Order Fulfiller – the party, either Vendor or a party that may be designated by Vendor, who is fulfilling a Purchase Order pursuant to the Contract. May include Order Fulfillers, Resellers and/or Agents.

G. Purchase Order - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument). Neither Dell nor Customer is or shall be bound by any terms and conditions imprinted on or embedded in orders, order acknowledgments or other communications between the parties relating to orders.

H. Reseller – any third party approved by Dell to sell to Eligible Customers under this Contract. Dell will flow this Contract's terms and conditions to its Resellers under this Contract, except that pricing shall be as follows: Dell offers pricing to its Reseller(s) and such Resellers shall resale to Eligible Customers products under this Contract at a price it sets and that will not exceed the maximum price as set forth in Appendix C, Pricing Index, of this Contract.

I. State – refers to the State of Texas.

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B. Section 4. General Provisions, E. Survival, is hereby replaced in its entirety:

Each applicable service agreement that was entered into between Vendor and a Customer under the terms and conditions of the Contract that is still in existence as of the date of the expiration or termination of the Contract shall survive the expiration or termination of the Contract until the expiration or termination of such service agreement. Each Purchase Order issued and accepted by Vendor that is still in existence on the date of the expiration or termination of the Contract shall survive expiration or termination of the Contract until the expiration or termination of such Purchase Order.

C. Section 6.A. 2) Product Terms and Conditions, Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only), is hereby replaced in its entirety:

2) Upon request by DIR, Vendor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) or a copy of the applicable VPAT for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration “Buy Accessible Wizard” (<http://www.buyaccessible.gov>). Vendors not listed with the “Buy Accessible Wizard” or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the “Buy Accessible Wizard” or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

Customer may go to this page to request VPATs:

<http://content.dell.com/us/en/corp/d/corp-comm/cr-diversity-customer-disabilities.aspx>

D. Section 7. Contract Fulfillment and Promotion, A. Service, Sales and Support of the Contract, is hereby replaced in its entirety:

Vendor shall provide service, sales and support resources available under the Contract to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote services available under the Contract. Vendor shall use commercially reasonable efforts to ensure that potential Customers are made aware of the existence of the Contract.

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E. Section 7. Contract Fulfillment and Promotion, C. Product Warranty and Return Policies, is hereby replaced in its entirety:

Products Warranty:

A. Limited Warranty. Dell warrants that the Dell-branded hardware Products will conform to the Dell specifications current when the Product is shipped and will be free from material defects in materials and workmanship during the applicable warranty period (“Limited Warranty”). The Limited Warranty period for Product begins on the Product ship date. Dell has the right to grant the licenses to the Software licensed under this Agreement, and such Software will substantially conform to the functional specifications and current documentation provided by Dell.

B. Disclaimers. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING PARAGRAPH, DELL, (INCLUDING ITS AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SUPPLIERS (COLLECTIVELY, THE “DELL PARTIES”) DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE PRODUCTS, SOFTWARE, OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (1) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; (2) RELATING TO THIRD-PARTY PRODUCTS, SOFTWARE, OR SERVICES; (3) RELATING TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE, OR DELL’S PERFORMANCE OF THE SERVICES; OR (4) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCTS, SOFTWARE, SERVICES, OR THE RESULTS OF ANY RECOMMENDATION BY DELL.

C. High-Risk Activities. The Products, Software, and Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life-support machines, or any other application in which the failure of the Products, Software, or Services could lead directly to death, personal injury, or severe physical or property damage (collectively, “High-Risk Activities”). Dell expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

D. Warranty Exclusions. Warranties do not cover damage due to external causes, such as accident, abuse, misuse, problems with electrical power, service not performed or authorized by Dell (including installation or de-installation), usage not in accordance with product or software instructions, normal wear and tear, or use of parts and components not supplied or intended for use with the products, software, or services. **These warranties do not apply to Third-Party Products.** Any warranty on a Third-

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Party Product is provided by the publisher, provider, or original manufacturer. To the extent that Dell is contractually authorized by the applicable Third-Party, Dell will assign to Customer any additional warranty provided to Dell; otherwise the Third-Party Products are provided by Dell "as is." WHETHER DIRECT OR INDIRECT, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING, (A) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS, (B) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK, OR THE RECOVERY OF SUCH, (C) LOSS OF BUSINESS OPPORTUNITY, (D) BUSINESS INTERRUPTION OR DOWNTIME, OR (E) SERVICES, VENDOR PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE BY CUSTOMER.

- A. With respect to Customer's use of the Software (1) neither Dell nor any of the Dell Parties makes any express or implied warranty that Software provided to Customer in connection with this Agreement is or will be secure, accurate, complete, uninterrupted, without error, or free of viruses, worms, other harmful components, or other program limitations; or that any errors in the Software will be corrected; (2) Customer assumes the entire cost of all necessary servicing, repair, or correction of problems caused by viruses or other harmful components, unless such errors or viruses are the direct result of Dell's gross negligence or willful misconduct; (3) Dell and the Dell Parties, jointly and severally, disclaim and make no warranties or representations as to the accuracy, quality, reliability, suitability, completeness, truthfulness, usefulness, or effectiveness of any reports, data, results, or other information obtained or generated by Customer related to Customer's use of the Software; and (4) use of the Software is entirely at Customer's own risk and neither Dell nor the Dell Parties shall have any liability relating to such use.

THIRD PARTY PRODUCTS. To the extent Dell has the right to do so under its agreements with any third parties Dell shall pass through to Customer all Third Party warranties as Dell receives from such third party in its contracts.

Dell Return Policy (U.S. only)

For any Product return, Customer agrees to follow and comply with the terms and process applicable according to Dell's return policy at www.Dell.com/returnspolicy.

Note: Before a Customer returns the product to Dell, make sure to back-up any data on the hard drive(s) and on any other storage device in the product. Remove any and all confidential, proprietary, and personal information as well as removable media such as floppy disks, CDs, and PC Cards. Dell is not responsible for any confidential, proprietary, or personal information; lost or corrupted data; or damaged or lost removable media that may be included with a Customer's return.

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Services Warranty:

Limited Warranty. VENDOR WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, VENDOR (INCLUDING ITS AFFILIATES, SUBCONTRACTORS AND AGENTS) AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS (COLLECTIVELY, THE "VENDOR PARTY(IES)") MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES OR DELIVERABLES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT; OR ANY WARRANTY RELATING TO THIRD-PARTY PRODUCTS OR THIRD-PARTY SERVICES.

High-Risk Application Disclaimer. THE SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING WITHOUT LIMITATION, IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, WEAPONS SYSTEMS, LIFE-SUPPORT MACHINES, OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE SERVICES COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE (COLLECTIVELY, "HIGH-RISK ACTIVITIES"). VENDOR EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH-RISK ACTIVITIES.

F. Section 7. Contract Fulfillment and Promotion, E. Internet Access to Contract and Pricing Information, 1) Vendor Website, is hereby replaced in its entirety:

1) Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a webpage specific to the products and related services and cloud services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. The webpage must include:

- a) the products and related services and cloud services awarded;
- b) description of product and service awarded;
- c) a current price list or mechanism (for example, a services calculator or product builder) to obtain specific contracted pricing;
- d) discount percentage (%) off MSRP or List Price;
- e) a link (updated no less than monthly) to the Full Pricing Catalog, listing all products and services by product description, manufacturer part number, Dell part number, MSRP;
- f) designated Order Fulfillers;

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- g) contact information (name, telephone number and email address) for Vendor and designated Order Fulfillers;
- h) instructions for obtaining quotes and placing Purchase Orders;
- i) warranty policies;
- j) return policies;
- k) the DIR Contract number with a hyperlink to the Contract's DIR webpage;
- l) a link to the DIR "Cooperative Contracts" webpage; and
- m) the DIR logo in accordance with the requirements of this Section.

G. Section 7. Contract Fulfillment and Promotion, F. Services Warranty and Return Policies, is hereby replaced in its entirety:

Vendor and Order Fulfiller will adhere to the Vendor's then-currently published generally applicable U.S. policies concerning services warranties and returns.

H. Section 7. Contract Fulfillment and Promotion, H. Vendor and Order Fulfiller Logo, is hereby replaced in its entirety:

DIR may use the Vendor's and Order Fulfiller's name and logo in the promotion of the Contract to communicate the availability of products and services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's and Order Fulfiller's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's or Order Fulfiller' trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor and Order Fulfiller. Dell's logo is subject to Dell's corporate compliance usage rules.

I. Section 7. Contract Fulfillment and Promotion, I. Trade Show Participation, is hereby replaced in its entirety:

At DIR's discretion, Vendor may be required to participate in no more than two (2) DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor must display the DIR logo at all such trade shows in the State of Texas that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's or Order Fulfiller's booth.

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J. Section 8. Pricing, Purchase Orders, Invoices, and Payments, is hereby replaced in its entirety:

A. Purchase Orders

All Customer Purchase Orders will be placed directly with the Order Fulfiller. Accurate Purchase Orders shall be effective and binding upon Order Fulfiller when accepted by Order Fulfiller.

B. Invoices

Invoices shall be submitted by the Vendor directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for services purchased under the Contract and any provision and receipt of such services shall be made by the Customer to the Vendor.

Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to services, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the services by the Customer.

C. Payments

The parties shall comply with Chapter 2251, Texas Government Code, in invoicing and making payments. Payments for goods and services are due thirty (30) days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. **Payment under the Contract shall not foreclose the right to recover wrongful payments.**

D. Acceptance

Customer and Vendor may establish terms for acceptance of Products and Services. Absent other terms of acceptance agreed to by Customer and Vendor, the following terms will apply. With respect to Vendor-branded products delivered to Customers under the Contract that have Vendor-published specifications, and with respect to Services provided to Customers by Vendor under the Contract that have mutually agreed upon specifications described in a Purchase Order executed by the Customer and Vendor (respectively, the "Specifications"), Customer shall determine whether such products and Services meet the applicable Specifications. If the product or Service meets the Specifications applicable to it, the Customer agrees to accept such product or Service. Unless otherwise agreed upon by the Customer and Vendor, a product or service shall be deemed accepted if the Customer does not, within Twenty (20) twenty calendar days from the date such product or service is delivered, issue to Vendor a written notice of partial acceptance or rejection of the product or service based on the fact that the product or service did not meet the Specifications applicable to it ("Deemed Acceptance" or "Deemed Accepted").

No payment shall be due for any such product or Service until the Customer either accepts the product or service or such product or service is Deemed Accepted.

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K. Section 9. Contract Administration, B. Reporting and Administrative Fees, 2) Detailed Monthly Report, is hereby replaced in its entirety:

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports are due on the fifteenth (15th) calendar day of the month following the month of the sale. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include, per transaction: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated administrative fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section. Vendor shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in contract termination.

L. Section 9. Contract Administration, B. Reporting and Administrative Fees, 4) DIR Administrative Fee, is hereby replaced in its entirety:

- a) The Vendor shall pay an administrative fee to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review Vendor monthly sales reports, close the sales period, and notify the Vendor of the administrative fee no later than the fourteenth (14th) day of the second month following the date of the reported sale. Vendor shall pay the administrative fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Vendor reports January sales by February 15th; DIR closes January sales and notifies Vendor of administrative fee by March 14th; Vendor submits administrative fee for January sales by March 25th.
- b) DIR may change the amount of the administrative fee upon thirty (30) calendar days written notice to Vendor without the need for a formal contract amendment.
- c) Vendor shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

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M. Section 9. Contract Administration, B. Reporting and Administrative Fees, 5) Accurate and Timely Submission of Reports, is hereby replaced in its entirety:

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third-party audit of the Vendor's records as specified in C.3 of this Section, at Vendor's expense. DIR will select the auditor (and all payments to auditor will require DIR approval).

Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of \$100/day for each day the report or payment is due (up to \$1000/month) or suspension or termination of Vendor's Contract.

N. Section 9. Contract Administration, C. Records and Audit, is hereby replaced in its entirety:

1) Acceptance of funds under the Contract by Vendor and/or Order Fulfiller acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor or directly by Order Fulfillers and the requirement to cooperate is included in any subcontract or Order Fulfiller contract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor shall maintain adequate records relating to the requirements of this Contract and relevant to the performance of the Contract to DIR, to establish compliance with the Contract until the later of a period of four (4) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: Customer name, invoice date, invoice number, description, quantity, unit price,

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extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If any audit reveals a Material Accounting Error, Vendor must reimburse DIR for actual and reasonable costs of such audit. Material Accounting Error means (a) with regard to audits of invoices, an aggregate variance from all applicable invoices of Vendor reviewed during such audit in excess of 1.5% of the aggregate amount shown on all of the invoices reviewed during such audit; and (b) with regard to audits of fees, an aggregate underpayment of all fees due to DIR under this Contract during a Vendor fiscal quarter in excess of 5%.

O. Section 10. Vendor Responsibilities, A. Indemnification, 2) ACTS OR OMISSIONS is hereby replaced in its entirety:

2) ACTS OR OMISSIONS

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS FOR 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 the Vendor 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 resulting in bodily injury (including death) or damage to tangible property and to the extent caused by Dell or its Order Fulfillers, Agents, Resellers or subcontractors. VENDOR'S OBLIGATIONS TO INDEMNIFY AND HOLD HARMLESS BY NEGLIGENCE VENDOR SHALL PAY ALL COSTS OF DEFENSE INCLUDING REASONABLE ATTORNEYS FEES. The defense shall be coordinated by the Office

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of the Attorney General FOR TEXAS STATE AGENCIES OR BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS, VENDOR'S COUNSEL FOR VENDOR, AND BY CUSTOMERS COUNSEL FOR NON-STATE AGENCY CUSTOMERS AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT AS TO CLAIMS AGAINST TEXAS STATE AGENCIES WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

P. Section 10. Vendor Responsibilities, A. Indemnification, 3) Infringements is hereby replaced in its entirety:

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES, from any and all third-party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES of Services or the provision of Dell-branded Products by VENDOR PURSUANT TO THIS CONTRACT. "Dell-Branded Products" shall mean hardware products (including all Dell standard components and parts contained within the Dell system), components, or parts bearing the Dell logo that are included on Seller's standard price list.

VENDOR and the CUSTOMER agree to furnish timely written notice to each other of any such claim. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE OF THE CLAIMS AS SPECIFIED IN THIS SECTION INCLUDING ATTORNEYS' FEES. The defense shall be coordinated by the Office of the Attorney General FOR TEXAS STATE AGENCY CUSTOMERS, Vendor's Counsel for Vendor, AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT AS TO CLAIMS AGAINST TEXAS STATE AGENCIES WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. In addition, the foregoing IP obligations shall extend to third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with Vendor's sale of third party equipment and license of third party software under this Contract, if and to the extent the applicable third party equipment manufacturer or third party software licensor is contractually obligated to Vendor to provide indemnification for such claims.

b) Notwithstanding the foregoing, Vendor shall have no obligation under this Section for any claim to the extent that it results or arises from (1) Customer's modifications of such products, services or deliverables that were not performed by or on behalf of Vendor; (2) the combination, operation or use of such product, service or deliverable in connection with a third-party product or service (the combination of which causes the infringement); or (3) Vendor's compliance with Customer's written specifications (to the extent such specifications were not developed by Vendor) or directions,

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including the incorporation of any software or other materials or process provided by or requested by Customer, provided that, in the first case, Vendor's employees who complied with Customer's specifications did not have actual knowledge that such specifications infringe one or more United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights and fails to so inform Customer. In the event Vendor has no obligation for a claim as set forth above, Vendor agrees to provide such assistance (e.g., producing documents and its employees as witnesses) as is reasonably requested by the Attorney General in connection with the Attorney General's defense of such claim.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing, or (iii) provide a refund that reflects reasonable depreciation for time of use, and for services/custom software. (iii) applies only if the remedies described in subparts (i) and (ii) are not obtainable despite Vendor's commercially reasonable efforts. This subsection states Customer's exclusive remedies for any third-party intellectual property claim. Notwithstanding the foregoing, if Vendor provides the remedy described in subpart (iii) and the affected Customer incurs transition expenses relating to the replacement in such Customer's IT environment of the affected portion of Dell-Branded Products or services, such Customer may tender to Vendor a claim for such actual and reasonable transition expenses in an amount up to the difference between (y) the original purchase price for the affected portion of the product or service being removed and (z) the refund provided to such Customer pursuant to subpart (iii), above, and Vendor will pay such claim.

Q. Section 10. Vendor Responsibilities, B. Taxes/Worker's Compensation/ UNEMPLOYMENT INSURANCE is hereby replaced in its entirety:

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. VENDOR AGREES AND ACKNOWLEDGES THAT VENDOR ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS SHALL NOT BE ENTITLED TO ANY STATE BENEFIT OR BENEFIT OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER AS A RESULT OF WORKING UNDER THIS CONTRACT. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR

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THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER AS A RESULT OF ITS PERFORMANCE UNDER THIS CONTRACT.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR EXPECTATIONS OF BENEFITS BY VENDOR, ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING REASONABLE ATTORNEYS' FEES FOR CLAIMS UNDER THIS CLAUSE AS A RESULT OF ITS PERFORMANCE UNDER THIS CONTRACT.

THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS, VENDOR'S COUNSEL FOR VENDOR AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS, AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT AS TO CLAIMS AGAINST TEXAS STATE AGENCIES WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

R. Section 10. Vendor Responsibilities, C. Vendor Certifications, is hereby replaced in its entirety:

C. Vendor Certifications

Vendor certifies on behalf of Vendor and its designated Order Fulfillers that they:

- (i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;
- (ii) are not currently delinquent in the payment of any franchise tax owed the State and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;
- (iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
- (iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;
- (v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive

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the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;

(vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;

(vii) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration;

(viii) as of the effective date of the Contract, are 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;

(ix) Vendor certifies that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441. This certification will not be interpreted to prohibit or impair Vendor's provision of product from its then current and commercially available inventory.

(x) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

(xi) to the extent applicable to this scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328;

(xii) agree that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;

(xiii) are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

(xiv) certify that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

(xv) under Section 2155.006, and Section 2261.053, Texas Government Code, are not ineligible to receive the specified contract and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate;

(xvi) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, they acknowledge the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract; and

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(xvii) certify that the Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code.

(xviii) certify that in accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

During the term of the Contract, Vendor will, for itself and on behalf of its Order Fulfillers, promptly disclose to DIR any changes that occur to the foregoing certifications. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications.

In addition, Vendor understands and agrees that if Vendor responds to certain Customer pricing requests or Statements of Work, then, in order to contract with the Customer, Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

S. Section 10. Vendor Responsibilities, G. Responsibility for Actions, is hereby replaced in its entirety:

1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

T. Section 10. Vendor Responsibilities, I. Security of Premises, Equipment, Data and Personnel, is hereby replaced in its entirety:

a) Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel of Customers and the premises, equipment, and other tangible property belonging to the Customer. Vendor shall use commercially reasonable efforts to preserve the safety of such personnel and the safety, security, and the integrity of such premises, equipment, and other tangible property, in accordance with the instruction of the applicable Customer provided to Vendor or the applicable Order Fulfiller by the Customer in writing or in the manner that Customer generally provides such instructions to its own employees and other contractors. Vendor shall be responsible for damage to Customer's premises, equipment and other tangible property when such damage is caused by its employee or subcontractor. If Vendor and/or an Order Fulfiller materially fails to comply with the applicable Customer's security requirements, then such Customer may immediately terminate its Purchase Order and related Service Agreement.

b) In addition, Vendor and/or Order Fulfiller may, from time to time during performance of the Contract, have access to Customer's data ("Data") that is

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hosted either at Customer's or a third party's premises (other than premises of Vendor's Affiliates or subcontractors) (collectively, "Customer Premises") or at Vendor's premises or the premises of Vendor's Affiliates or subcontractors (collectively, "Vendor Premises").

- i. As to Data hosted at any Customer Premises, Vendor shall comply with Customer's instructions related to preserving the safety, security and integrity of such Data provided to Vendor or the applicable Order Fulfiller by the Customer in writing or in the manner that Customer generally provides such instructions to its own employees and other contractors.
- ii. As to Data hosted at any Vendor Premises, Vendor will comply with its generally applicable security standards designed to preserve the safety, security and integrity of such Data, as well as any additional security obligations expressly agreed in the applicable Statement of Work executed by Customer and Vendor.
- iii. Notwithstanding anything to the contrary in this Agreement, including this Section 10.I, except as otherwise expressly provided in a Statement of Work executed by Customer and Vendor: (A) Customer is responsible for backing up its own Data, (B) Vendor and Order Fulfiller shall not have operational or financial responsibility for refreshes, upgrades, modifications or improvements to Customer-provided facilities, equipment or software that may be required to preserve the safety, security and integrity of such Data, and (C) if Vendor or Order Fulfiller's compliance with Customer's instructions constitutes a material change to the scope of Services or their other obligations, the parties will equitably adjust the charges to account for such material change. Vendor and Order Fulfiller shall not be responsible, or liable for any damages, for any Data losses to the extent such Data cannot be retrieved due to Customer's (or Customer's applicable Third-Party Vendor's) failure to use standard industry practices relating to data backups and retrieval of Data.
- iv. If Vendor has Data backup responsibility under the applicable Statement of Work, Vendor shall be operationally and financially responsible for restoring such Data that is lost or corrupted as soon as reasonably practicable in accordance with its Data restore responsibilities set forth in the Statement of Work, provided that, if the loss or corruption of Data results from a Force Majeure Event or other event for which Vendor's non-performance is excused, then Vendor and Customer will equitably adjust the charges to account for the additional effort incurred by Vendor in restoring the Data to the extent such additional charges result from activities in addition to the responsibilities Vendor is expressly obligated to perform under the applicable Statement of Work. In either of the foregoing cases in which additional charges may apply, Vendor will consult with the

Vendor Contract No. _____

applicable Customer before performing such restoration, and the applicable Customer may, at its discretion, direct Vendor not to restore the Data.

U. Section 10. Vendor Responsibilities, J. Background and/or Criminal History Investigation, is hereby replaced in its entirety:

Prior to commencement of any services, background and/or criminal history investigation of the Vendor's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by Vendor or Customers (as required by Customer), provided this requirement is added to the applicable specific Purchase Order between such Customer and Vendor. Should any employee or subcontractor of the Vendor who will be providing services to the Customer under such Purchase Order not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately require replacement of the employee or subcontractor in question. If Vendor fails to promptly replace the employee or subcontractor personnel, then Customer may immediately terminate its Purchase Order and related Service Agreement.

V. Section 10. Vendor Responsibilities, K. Limitation of Liability, is hereby replaced in its entirety:

For any claim or cause of action arising out of or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for indirect, punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's cumulative liability for all claims and damages of any kind to all Customers under the Contract shall be limited, in the aggregate, to \$5,000,000. The foregoing limitations shall apply regardless of whether the claim for such damages is based in contract, warranty, strict liability, negligence, tort or otherwise. Insofar as applicable law prohibits any limitation herein, the parties agree that such limitation will be automatically modified, but only to the extent so as to make the limitation permitted to the fullest extent possible under such law. However, this limitation of Vendor's liability shall not apply to Vendor's indemnification obligations for claims of patent, trademark, or copyright infringement of Vendor-branded products or Vendor-provided services and deliverables as set forth in Section 10.A.3 ("Infringements").

W. Section 10. Vendor Responsibilities, L. Overcharges, is hereby replaced in its entirety:

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq., to the extent that such overcharge was, in fact, passed on to DIR or its Customers in the computer products

Vendor Contract No. _____

or other goods and/or services purchased by DIR or its Customers under this Contract during the time period referenced in the litigation.

X. Section 10 Vendor Responsibilities, M. Prohibited Conduct, is hereby deleted in its entirety because the subject matter is addressed in 10.C.iii.

Y. Section 10. Vendor Responsibilities, N. Required Insurance Coverage, is hereby replaced in its entirety:

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from A.M. Best and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include \$1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of \$2,000,000; Medical Expense per person of \$5,000; Personal Injury and Advertising Liability of \$1,000,000; Products/Completed Operations Aggregate Limit of \$2,000,000; and Damage to Premises Rented: \$50,000. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract;
- b) Independent Contractor coverage;
- c) State of Texas, DIR and Customer listed as an additional insured; and
- d) Waiver of Subrogation

2) Workers' Compensation Insurance

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS'

Vendor Contract No. _____

COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF \$1,000,000 BODILY INJURY PER ACCIDENT, \$1,000,000 BODILY INJURY DISEASE PER EMPLOYEE AND \$1,000,000 PER DISEASE POLICY LIMIT.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- a) Waiver of Subrogation; and
- b) Additional Insured.

Z. Section 10. Vendor Responsibilities, S. Secure Erasure of Hard Disk Products and/or Services, is hereby replaced in its entirety:

Vendor agrees that all products that are equipped with hard disk drives (e.g., computers, servers, printers, scanners, multifunction devices) shall have the capability to erase data written to the hard drive prior to final disposition of such managed service products and/or services, either at the end of the managed service product and/or services' useful life or at the end of the Customer's managed service product and/or services' useful life or the end of the related Customer Managed Services Agreement for such products and/or services, in accordance with 1 TAC 202.28.

AA. Section 10. Vendor Responsibilities, T. Deceptive Trade Practices; Unfair Business Practices, is hereby replaced in its entirety:

Vendor certifies as of the Effective Date of this Contract, that neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

Vendor certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

BB. Section 10. Vendor Responsibilities, U. Drug Free Workplace Policy, is hereby replaced in its entirety:

Vendor will comply with drug and alcohol rules and regulations that are legally mandated for employers in the State of Texas. Vendor and Customers may agree to

Vendor Contract No. _____

more specific requirements for onsite services in a mutually agreed statement of work.

CC. Section 11. Contract Enforcement, B. Termination, a) Termination for Non-Appropriation by Customer, is hereby replaced in its entirety:

Customer shall not place Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return products and discontinue using services under any return provisions that Vendor offers.

DD. Section 11. Contract Enforcement, B. Termination, 3) Termination for Convenience, is hereby replaced in its entirety:

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services prior to manufacturing process for products, and for services, in accordance with a mutually agreed Statement of Work. For qualifying products, Customer may return following receipt, in accordance with the Vendor's Return Policy.

EE. Section 11. Contract Enforcement, C. Force Majeure, is hereby replaced in its entirety:

DIR, Customer, or Vendor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially

Vendor Contract No. _____

reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if 1) its performance is or will be delayed by 20 days or more by event(s) of Force Majeure (or a longer period if agreed to by the Customer) and 2) if it is reasonably determined by the Customer that Vendor will not be able to deliver services in a timely manner to meet the business needs of the Customer.

FF. Section 14. Export Compliance, is hereby added:

Compliance/Export Restrictions. Dell and Customer acknowledge that Products licensed or sold under this Agreement are subject to the export control laws and regulations of the United States or those of other countries from which they were supplied and in which they are used. Under U.S. laws and regulations, Products purchased under this Agreement may not be sold, leased or otherwise transferred to restricted end-users or to restricted countries. In addition, the products may not be sold, leased or otherwise transferred to, or utilized by, an end-user engaged in activities related to weapons of mass destruction, including but not necessarily limited to, activities related to the design, development, production or use of nuclear materials, nuclear facilities, or nuclear weapons, missiles or support of missile projects, or chemical or biological weapons. Customer warrants that any software provided by Customer and used as part of the Services contains no encryption or, to the extent that it contains encryption, such software is approved for export without a license. If Customer cannot make the preceding representation, Customer agrees to provide Dell with all of the information needed for Dell to obtain export licenses from the United States government and to provide Dell with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Customer is solely responsible for obtaining any specific licenses relating to the export of software if a license is needed. Dell may also require export certifications from Customer for Customer provided software. Dell's acceptance of any order for Services is contingent upon the issuance of any applicable export license required by the United States Government; Dell is not liable for delays or failure to deliver a product resulting from Customer's failure to obtain such license or to provide such certification.

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CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024
PRESENTED BY: Abram Ramirez, Information Technology Director
AGENDA ITEM: Authorization to approve second and final one-year renewal option for Bandwidth Internet Services, RFB 21-008-11-02, from Smartcom Telephone, LLC at a cost of \$695 per month -Ramirez

NATURE OF REQUEST:

Authorization to approve the second and final one-year renewal option for Bandwidth Internet Services from Smartcom Telephone, LLC Bid No. 21-008-11-02 at a cost of \$695 per month. The contract terms were for three (3) years with option to renew for additional two (2) consecutive, one (1) year periods at the end of the service period.

BUDGETED: Yes **FUND:** General **ACCT. #:** 01-417-54480
BUDGET: \$80,000 **EST. COST:** \$8,340.00 **CURRENT BUDGET BALANCE:** \$59,342

BID AMOUNT: \$8,340.00

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

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

_____ AYES
 _____ NAYS
 _____ DISSENTING _____

Buyer Name: City of Mission
Address: 1201 E. 8th Street, Mission, TX 78572
Contact
Phone number:
E-mail:

**600 Ash Avenue,
 McAllen, Texas 78501
 Phone 956.687-7070
 Toll Free 888.302.1125
 Fax 956.213.1147**

DIA Service Details			
Direct Internet Access Services	Term	Demarc Information / Service Location	Monthly Recurring Cost (MRC)*
DIA Internet Access 1Gbps	12 Months	City of Mission NOC, 1201 E. 8th Street, Mission, TX	\$ 695.00
Public IP address: Includes a /28 subnet (14 Usable IPs) bundled with service. Additional IP addresses \$5.00 per IP per month			
Plus applicable regulatory fees and surcharges			
Allowable voluntary extension #2 of 2 (12 month term) as per contract signed on 12-18-2020 for RFP 21-008-11-02 / Bandwidth Internet Services			

Total MRC: \$ 695.00

Customer may use the Extended Order Form for additional sites

Service Location Contact Information

Service Location Contact Name: Abram Ramirez
 Service Location Contact Email: aramirez@missiontexas.us
 Service Location Contact Phone: 956-580-8688

Billing Address: 1201 E. 8th Street, Mission, TX 78572
 Billing Contact Name: _____
 Billing Contact Phone: _____
 Billing Department Phone: _____
 Billing Contact Email: _____
 Billing Alternate Phone: _____

The information contained herein is confidential and proprietary and should not be disclosed, copied, duplicated or distributed in any manner without the explicit written consent of SmartCom Telephone, LLC

Buyer agrees that this Service is subject to and governed by the terms and conditions in its Agreement with Seller. Buyer understands that this Service Order is an offer to purchase Service from Seller and is not binding on Seller until it is accepted by way of a Firm Order Confirmation from Seller. Buyer hereby warrants and represents that more than ten percent (10%) of the transmissions on each circuit-based Service provided hereunder shall be interstate transmissions or foreign transmissions as those terms are defined in 47 USC Sections 153(17) and 153(22) and that Buyer's uses for the Services will include use of the internet. Further, Buyer understands that if the Point of Demarcation for the Service Location of this Service Order originates or terminates on Third Party Facilities, then such Point of Demarcation shall be determined by the third party which owns and/or operates such facilities, for which Seller shall provide Buyer notification thereof as soon as practicable following the receipt of such determination by the third party.

This Service Order will be governed by Smartcom' standard Master Service Agreement (MSA) as if same were executed by both parties. The MSA is posted under the Terms & Conditions link at www.smartcomtelephone.com/terms. The parties understand the governance of the MSA, especially the limitation of liability provisions, is material consideration for the services and pricing being provided by Smartcom. SmartCom Telephone, LLC, 600 Ash Ave., McAllen, Texas 78501, (956) 687-7070.

Billing will start: Jan 1, 2021

Signature

Signature

For Customer / Buyer

For SmartCom Telephone, LLC

Printed Name

Alan Yoder

Printed Name

Date

Date



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024
PRESENTED BY: Abram Ramirez, Information Technology Director
AGENDA ITEM: Authorization to purchase security cameras from Telepro Communications at a cost of \$51,504.39 utilizing TIPS 230105 contract - Ramirez

NATURE OF REQUEST:

Authorization to purchase security cameras from Telepro Communications at a cost of \$51,504.39 utilizing TIPS 230105 contract.

-Replace/add end of life security cameras and cabling to Sanitation(6), Golf(16) and South Water Plant(12).

BUDGETED: Yes **FUND:** General **ACCT.#:** 01-426-44640

BUDGET: \$808,820.00 **EST.COST:** \$51,504.39 **CURRENT BUDGE BALANCE:** \$808,820.00

BID AMOUNT \$51,504.39

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



Telepro Communications
 12005 N Bryan Rd.
 Mission, TX 78573

QUOTE #:	Item 34.
DATE:	Dec 4, 2024

TIPS Contract# 230105

Prepared For:

City of Mission

Golf Course
 Sanitation Department
 South Water Plant
 Mission, TX

Your Telepro Team:

Edgar Rodriguez
Project Estimator
 erodriguez@teleprocommunications.com

Payment Terms	Valid Through
NET 30	Jan 3, 2025

Thank you for the opportunity to provide this quote. Please let us know if you have any questions.

Job Description:

Location: Golf Course
 Provision and installation of 10x total iPro cameras with corresponding mounting, data cabling and antenna connectivity in place (with wall mount cabinet).

Provision and installation of 3x data drops for switches.

****Notes****
 Excluding lifts, electrical/conduit material and labor.

Location: Sanitation Building
 Provision and installation of 3x total iPro cameras with corresponding mounting, data cabling and antenna connectivity in place.

****Notes****
 -Including lift rental with pickup and drop off.
 -Excluding electrical/conduit material and labor.
 -Excluding antennas,bridges and switches.
 -Excluding Camera #4.

Location: South Water Plant
 Provision and installation of 6x iPro cameras with corresponding mounting, data cabling and antenna connectivity in place.

****Notes****
 -Excluding lifts, electrical/conduit material and labor.

Qty	Description	Unit Price	Ext. Price
GOLF			
1	5MP SENSOR INDOOR 360 DOME CAMERA W/ AI ENGINE H.265/H.264/MJPEG 0.84MM FISHEYE LENS 2192X2192 PIXEL UP TO 30FPS AUDIO IN/OUT BUILT-IN MIC FIPS 140-2 LEVEL 3 COMPLIANT 5 YR WARR VI 7.9.X OR HI- IPRO WV-S4156A	\$599.40	\$599.40
7	1080P OUTDOOR VANDAL RESISTANT DOME CAMERA W/ AI ENGINE H.265/H.264/MJPEG 2.9-9MM 3.1X MOTORIZED ZOOM LENS IR LED IP66 IK10 CLEARLIGHT DOME FIPS 140-2 LEVEL 3 COMPLIANT 5 YR WARR VI 7.9.X - IPRO WV-S2536LNA	\$719.77	\$5,038.39
4	BASE MOUNT BRACKET FOR OUTDOOR DOME CAMERA WHITE- IPRO WV-QJB501-W (INDOOR CEILING)	\$60.97	\$243.88
3	INTEGRATED WALL MOUNT BRACKET COMPATIBLE WITH WV-U2XXX S3XXX S2XXX X2XXX X4XXX S4XXX SERIES WHITE- IPRO WV-QWL500-W (OUTDOOR WALL)	\$58.32	\$174.96
3	BACKBOX BRACKET FOR OUTDOOR BOX CAMERA WHITE- IPRO WV-QJB500-W (OUTDOOR WALL)	\$56.39	\$169.17
2	4X4MP (16MP) MULTI-SENSOR OUTDOOR VANDAL RESIST CAMERA WITH AI ENGINE H.265/H.264/MJPEG 2.9-7.3MM 2.5X MOTORIZED ZOOM LENS 2699X1520 PIXEL UP TO 30FPS IR LED IP66 IP67 IK10 FIPS 140-2 LEVEL 3- IPRO WV-8544L	\$2,535.52	\$5,071.04
2	SHROUD BRACKET (4 HOLES) COMPATIBLE WITH WV-S857X/S856X/S854X AND WVQWL501-W WV-QCL501-W WHITE- IPRO WV-QSR503-W (OUTDOOR CORNER)	\$48.02	\$96.04
2	WALL MOUNT BRACKET (SAME SHAPE AS WV-Q122A) WHITE- IPRO WV-QWL501-W (OUTDOOR CORNER)	\$63.10	\$126.20
2	CORNER MOUNT BRACKET WHITE- IPRO WV-QCN500-W (OUTDOOR CORNER)	\$104.07	\$208.14
2,000	CATEGORY 6 CABLE YELLOW- COMMSCOPE UN874034114/10	\$0.54	\$1,080.00
1,200	CATEGORY 6 OSP CABLE- COMMSCOPE UN884019904/10	\$0.51	\$612.00
13	CATEGORY 6 JACK YELLOW- COMMSCOPE UNJ600YL	\$12.31	\$160.03
13	RJ45 PLUG- LEVITON 47613-EZ6	\$1.24	\$16.12
13	1P SURFACE MOUNT BOX- COMMSCOPE 760248521	\$4.28	\$55.64

Qty	Description	Unit Price	Ext
13	1FT PATCH CABLE YELLOW- COMMSCOPE UC1BBB2-09F001	\$12.53	Item 34.
3	COMMERCIAL UNIFI SWITCH FLEX- OPEN MARKET	\$168.00	\$504.00
3	DEVICE BRIDGE PRO-OPEN MARKET	\$418.60	\$1,255.80
3	FLEX UTILITY -OPEN MARKET	\$82.60	\$247.80
3	ANTENNA MOUNTS- OPEN MARKET	\$27.86	\$83.58
2	6U WALL MOUNT- OPEN MARKET	\$278.60	\$557.20

SANITATION

2	1080P OUTDOOR VANDAL RESISTANT DOME CAMERA W/ AI ENGINE H.265/H.264/MJPEG 2.9-9MM 3.1X MOTORIZED ZOOM LENS IR LED IP66 IK10 CLEARLIGHT DOME FIPS 140-2 LEVEL 3 COMPLIANT 5 YR WARR VI 7.9.X - IPRO WV-S2536LNA	\$719.77	\$1,439.54
1	BASE MOUNT BRACKET FOR OUTDOOR DOME CAMERA WHITE- IPRO WV-QJB501-W (INDOOR CEILING)	\$60.97	\$60.97
1	INTEGRATED WALL MOUNT BRACKET COMPATIBLE WITH WV-U2XXX S3XXX S2XXX X2XXX X4XXX S4XXX SERIES WHITE- IPRO WV-QWL500-W (OUTDOOR WALL)	\$58.32	\$58.32
1	BACKBOX BRACKET FOR OUTDOOR BOX CAMERA WHITE- IPRO WV-QJB500-W (OUTDOOR WALL)	\$56.39	\$56.39
1	4X4MP (16MP) MULTI-SENSOR OUTDOOR VANDAL RESIST CAMERA WITH AI ENGINE H.265/H.264/MJPEG 2.9-7.3MM 2.5X MOTORIZED ZOOM LENS 2699X1520 PIXEL UP TO 30FPS IR LED IP66 IP67 IK10 FIPS 140-2 LEVEL 3- IPRO WV-8544L	\$2,535.52	\$2,535.52
1	SHROUD BRACKET (4 HOLES) COMPATIBLE WITH WV-S857X/S856X/S854X AND WVQWL501-W WV-QCL501-W WHITE- IPRO WV-QSR503-W (OUTDOOR CORNER)	\$48.02	\$48.02
1	WALL MOUNT BRACKET (SAME SHAPE AS WV-Q122A) WHITE- IPRO WV-QWL501-W (OUTDOOR CORNER)	\$63.10	\$63.10
1	CORNER MOUNT BRACKET WHITE- IPRO WV-QCN500-W (OUTDOOR CORNER)	\$104.07	\$104.07
200	CATEGORY 6 CABLE YELLOW- COMMSCOPE UN874034114/10	\$0.54	\$108.00
0	CATEGORY 6 CABLE OSP CABLE- COMMSCOPE UN884019904/10	\$0.51	\$0.00
3	CATEGORY 6 JACK YELLOW- COMMSCOPE UNJ600YL	\$12.31	\$36.93

Qty	Description	Unit Price	Ext
3	RJ45 PLUG- LEVITON 47613-EZ6	\$1.24	Item 34.
3	1P SURFACE MOUNT BOX- COMMSCOPE 760248521	\$4.28	\$12.84
3	1FT PATCH CABLE YELLOW- COMMSCOPE UC1BBB2-09F001	\$12.53	\$37.59

SOUTH WATER PLANT

4	1080P OUTDOOR VANDAL RESISTANT DOME CAMERA W/ AI ENGINE H.265/H.264/MJPEG 2.9-9MM 3.1X MOTORIZED ZOOM LENS IR LED IP66 IK10 CLEAR SIGHT DOME FIPS 140-2 LEVEL 3 COMPLIANT 5 YR WARR VI 7.9.X - IPRO WV-S2536LNA	\$719.77	\$2,879.08
4	INTEGRATED WALL MOUNT BRACKET COMPATIBLE WITH WV-U2XXX S3XXX S2XXX X2XXX X4XXX S4XXX SERIES WHITE- IPRO WV-QWL500-W (OUTDOOR WALL)	\$58.32	\$233.28
4	BACKBOX BRACKET FOR OUTDOOR BOX CAMERA WHITE- IPRO WV-QJB500-W (OUTDOOR WALL)	\$56.39	\$225.56
2	4X4MP (16MP) MULTI-SENSOR OUTDOOR VANDAL RESIST CAMERA WITH AI ENGINE H.265/H.264/MJPEG 2.9-7.3MM 2.5X MOTORIZED ZOOM LENS 2699X1520 PIXEL UP TO 30FPS IR LED IP66 IP67 IK10 FIPS 140-2 LEVEL 3- IPRO WV-8544L	\$2,535.52	\$5,071.04
1	SHROUD BRACKET (4 HOLES) COMPATIBLE WITH WV-S857X/S856X/S854X AND WVQWL501-W WV-QCL501-W WHITE- IPRO WV-QSR503-W	\$48.02	\$48.02
1	WALL MOUNT BRACKET (SAME SHAPE AS WV-Q122A) WHITE- IPRO WV-QWL501-W	\$63.10	\$63.10
1	POLE MOUNT BRACKET WHITE - IPRO WV-QPL500-W	\$95.10	\$95.10
1,600	CATEGORY 6 CABLE OSP CABLE- COMMSCOPE UN884019904/10	\$0.51	\$816.00
5	CATEGORY 6 JACK YELLOW- COMMSCOPE UNJ600YL	\$12.31	\$61.55
5	RJ45 PLUG- LEVITON 47613-EZ6	\$1.24	\$6.20
5	1P SURFACE MOUNT BOX- COMMSCOPE 760248521	\$4.28	\$21.40
5	1FT PATCH CABLE YELLOW- COMMSCOPE UC1BBB2-09F001	\$12.53	\$62.65
2	COMMERCIAL UNIFI SWITCH FLEX- OPEN MARKET	\$168.00	\$336.00
2	DEVICE BRIDGE PRO-OPEN MARKET	\$418.60	\$837.20
2	FLEX UTILITY -OPEN MARKET	\$82.60	\$165.20

Qty	Description	Unit Price	Ext
2	ANTENNA MOUNTS- OPEN MARKET	\$27.86	Item 34.

LABOR

130	LABOR (2) TECHS	\$150.00	\$19,500.00
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To place an order, please reach out to Edgar Rodriguez at erodriguez@teleprocommunications.com

SubTotal	\$51,504.39
Tax	\$0.00
Shipping	\$0.00
TOTAL	\$51,504.39



Printed 16 October 2023

www.teleprocommunications.com

TELEPRO COMMUNICATIONS

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	12005 N. Bryan Rd.	NAME Charlie Martin
CITY	Mission	PHONE (866) 839-8477
STATE	Texas	FAX (866) 839-8472
ZIP	78573	EMAIL tips@tips-usa.com

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

SERVING STATES

TX

Overview

Telepro Communications provides, installs, services, and programs structured cabling systems, fiber optics, intercom systems, audio/visual systems, intercom systems, surveillance camera systems, network switches, wireless access points, access control systems, and security systems.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Item 34.

Contract	Comodity	Exp Date	EDGAR
23010402	Trades, Labor, and Materials (JOC)	04/30/2025	See EDGAR Certification Doc.
230202	Security Systems Products and Services	04/30/2026	See EDGAR Certification Doc.
230105	Technology Solutions Products and Services	05/31/2028	See EDGAR Certification Doc.
23010401	Trades, Labor, and Materials (NON-JOC)	04/30/2028	See EDGAR Certification Doc.
211001	Job Order Contracting	01/31/2024	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS**211001**

Edgar Rodriguez	Project Estimator	(956) 618-2360	erodriguez@teleprocommunications.
Emmanuel Arias	Project Manager	(956) 618-2360	earias@teleprocommunications.com

230105

Edgar Rodriguez	Project Estimator	(956) 618-2360	erodriguez@teleprocommunications.
Daniel Backhaus	Sr. Project Estimator	(956) 618-2360	daniel@teleprocommunications.com

230202

Edgar Rodriguez	Project Estimator	(956) 618-2360	erodriguez@teleprocommunications.
Daniel Backhaus	Sr. Project Estimator	(956) 618-2360	daniel@teleprocommunications.com

23010401

Edgar Rodriguez	Project Estimator	(956) 618-2360	erodriguez@teleprocommunications.
Daniel Backhaus	Sr. Project Estimator	(956) 618-2360	daniel@teleprocommunications.com

23010402

Edgar Rodriguez	Project Estimator	(956) 618-2360	erodriguez@teleprocommunications.
Daniel Backhaus	Sr. Project Estimator	(956) 618-2360	daniel@teleprocommunications.com



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 14, 2024
PRESENTED BY: Abram Ramirez, Information Technology Director
AGENDA ITEM: Authorization for ratification of purchase of Microsoft Office G1 yearly subscription renewal 2024-2025 second year agreement from SHI at a cost of \$63,194.40 utilizing DIR-CPO-5237 contract- Ramirez

NATURE OF REQUEST:

Authorization for ratification of purchase of Microsoft Office G1 yearly subscription renewal 2024-2025 second year agreement from SHI at a cost of \$63,194.40 utilizing DIR-CPO-5237 contract. Agreement 01E73535

- Email (E-discovery, archiving, security)
- Communications (Chat and cloud collaboration)
- Document Cloud Storage
- Endpoint Security

BUDGETED: Yes **FUND:** General **ACCT.#:** 01-426-44640

BUDGET: \$808,820 **EST.COST:** \$63,194.40 **CURRENT BUDGE BALANCE:** \$336,704

BID AMOUNT \$63,194.40

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



Please remit payment to:
 SHI Government Solutions Inc.
 P.O. Box 847434
 Dallas, TX 75284-7434
 ACH/Wire information:
 Bank of America
 Acct# 004795846371
 ACH ABA# 111000025
 Wire ABA# 026009593
 Remittance Email:
 GSremittance@shi.com

Invoice No. GB00546000

Invoice date 11/29/2024
 Customer Acc. No. 3000799
 Sales order GS00829627

Item 35.

Federal tax ID: 22-3695478
 3828 Pecana Trail
 Austin, TX 78749
 Phone: 800-845-6801
 Fax: 512-732-0232

Finance charge of 1.5% per month will be charged on past due accounts-18% per year.
 All returns require an RMA number supplied by your SHI GS sales team.

Bill To
 CITY OF MISSION
 1201 E 8th St
 Finance Dept
 Mission, TX 78572-5812
 USA

Ship To
 IT DEPT - CITY OF MISSION
 1201 E 8th ST
 Mission, TX 78572
 USA
 Abram Ramirez/00096332

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
11/29/2024	PSI - Gov North Texas - MS	00096332	ESD	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
27269204 U4S-00002 ESD Microsoft Select	Office365PlanG1 ShrdSvr ALNG SubsVL MVL PerUsr Windows - Multiple Windows Platform All Languages ESD Software Contract number: DIR-CPO-5237 Agreement No.: 01E73535 Agreement Name: The State of Texas, acting by and through the Department of Enrollment No.: 61623656 Enrollment Name: City of Mission Country of Usage: USA Maintenance From date: 12/1/2024 Maintenance To date: 11/30/2025	670	670	94.32	63,194.40

Quote: 24034319

Sales Balance	63,194.40
Freight	0.00
Recycling Fee	0.00
Sales Tax	0.00
Total	63,194.40
Currency	USD

Contract Number

DIR-CPO-5237

Contract Start Date: **09/22/23** ⓘ
Contract Term Date: **09/22/25** ⓘ
Contract Expiration Date: **09/22/29** ⓘ

Vendor Information

SHI Government Solutions, Inc.

Vendor ID: **1223695478500**

HUB Type: **Non HUB** ⓘ

RFO: **DIR-CPO-TMP-570**

Contract Status: **Active**

VENDOR CONTACT:

Monica Fesl ⓘ
Phone: 210-427-6266
Vendor Website ⓘ

DIR CONTACT:

Eliza Garda ⓘ
Phone: (512) 475-4631

Contract Overview

SHI Government Solutions, Inc. as a Value Added Reseller (VAR) offers Adobe and Microsoft software products and related services through this contract. Customers may purchase from the Select Plus Program or must enter into an Enterprise Agreement (EA) or have a current ELA with Microsoft. Customers can purchase directly through this DIR VAR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. This Contract covers the entire Adobe and Microsoft Catalogue of products and Related Services plus all government and education volume licensing MSRP special Discount programs. Resellers are not available for this contract.

Contract Details & Ordering Information

• **Products & Services**

Commodity Codes

Brands

Contract Documents

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Software
- Technical Services



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

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

AGENDA ITEM: Approval of Resolution No. _____ authorizing the submission of a grant application for the Hazard Mitigation Grant Program to Texas Department of Emergency Management in the amount of \$600,000 with a 25% match requirement from the City - Elizalde

NATURE OF REQUEST:

Seeking resolution to authorize the submission of a grant application for the Hazard Mitigation Grant Program to Texas Department of Emergency Management. The request of \$600,000 will support the acquisition of a generator at the city's water plant. The program requires a 25% match.

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 *MRP*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

RESOLUTION # _____

WHEREAS, The City of Mission finds it in the best interest of the citizens of Mission, Texas that the Mission Water Plant Generator project under the Hazard Mitigation Grant Program; FEMA DR-4798 be operated for the 2024-2025 fiscal year; and

WHEREAS, The City of Mission agrees that in the event of loss or misuse of the funds, the City of Mission assures that the funds will be returned to the Texas Department of Emergency Management/FEMA in full; and

WHEREAS, The City of Mission designates the City Manager as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of Mission approves submission and acceptance of the grant application and award for the Hazard Mitigation Grant Program; FEMA DR-4798 to the Texas Department of emergency Management.

READ, CONSIDERED AND APPROVED, this 16th day of January 2024.

Norie Gonzalez Garza, Mayor

Attest:

Anna Carrillo, City Secretary



TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

SUMMARY

Governor Abbott and the Texas Division of Emergency Management (TDEM) announce the open application period for the FEMA DR-4798, Hurricane Beryl grant. The application period will open on August 5, 2024 and close on March 14, 2025.

FEMA's Hazard Mitigation program helps communities implement hazard mitigation measures before disasters strike.

All entities seeking funding under this opportunity must have a FEMA approved Hazard Mitigation Plan at the time the project is submitted to FEMA for consideration and at the time an award is made except for projects to develop or update mitigation plans. An exception to this requirement may be requested on a case-by-case basis in accordance with [FEMA's 2023 Hazard Mitigation Assistance Guidance](#).

All applications must be received by TDEM through the [Grants Management System](#) (GMS) no later than **March 14, 2025 at 5:00 PM** to be considered for funding.

NOTICE OF FUNDING OPPORTUNITY (NOFO)

Hazard Mitigation Grant Program (HMGP)
Hurricane Beryl, FEMA DR-4798

APPLICANT ELIGIBILITY AND STATE PRIORITIES

Eligibility

Eligible sub-applicants include local governments and communities, state agencies, and private nonprofit organizations providing essential governmental services.

Priorities and Considerations

- Eligible jurisdictions within the declared counties for the disaster declaration
- Projects that address the principal hazards associated with the disaster declaration (including requests made for assistance from the Texas State Operations Center)
- Projects that demonstrate the greatest community benefit including high Benefit-Cost-Analysis (BCA) and verifiable population directly served or benefiting from the proposed projects
- Projects that clearly link to the sub-applicants' hazard mitigation plan
- Projects that focus on multi-jurisdictional, regional, watershed, or COG levels

TIPS FOR APPLICATION DEVELOPMENT

- Attend DR-4798 Information sessions (see next page)
- Demonstrate experience in managing grants as part of submission including understanding federal procurement processes and experience with FEMA's Hazard Mitigation Assistance.
- Contact your TDEM regional hazard mitigation grant coordinator early to assist with preparing a quality application.
- Eligible applicants must apply for funding using the TDEM Grants Management System (GMS). GMS is used to apply for, track, and manage a variety of FEMA grants. To register, please visit <https://grants.tdem.texas.gov/>.



TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

Contact Information:

Region 1: Section Chief Regen Reser

regen.reser@tdem.texas.gov
Phone: 940-247-9126

Region 2: Section Chief Andrea Sanders

andrea.sanders@tdem.texas.gov
Phone: 737-247-8531

Region 3: Interim Section Chief Pamela Baze

pamela.baze@tdem.texas.gov
Phone: 512-720-2431

Region 4: Section Chief Michelle Ellis

michelle.ellis@tdem.texas.gov
Phone: 512-952-9061

Region 5: Section Chief John O'Valle

john.ovalle@tdem.texas.gov
Phone: 956-227-0696

Region 6: Section Chief Judy Lucio

judy.lucio@tdem.texas.gov
Phone: 512-538-5382

Region 7: Section Chief Ismael Castro

ismael.castro@tdem.texas.gov
Phone: 915-234-3513

Region 8: Section Chief Kevin Enoch

kevin.enoch@tdem.texas.gov
Phone: 469-395-8679

[FEMA Declared Counties Map](#)

[Regional Chiefs Map](#)

EXAMPLES OF ELIGIBLE ACTIVITIES *

Property Acquisition and Structure Demolition/Relocation

- ✓ Structure Elevation
- ✓ Mitigation Reconstruction
- ✓ Dry Floodproofing
- ✓ Generators
- ✓ Flood Risk Reduction Projects
- ✓ Retrofitting of Existing Buildings and Structures
- ✓ Safe Room Construction
- ✓ Infrastructure Retrofit
- ✓ Soil Stabilization
- ✓ Wildfire Mitigation
- ✓ Post-Disaster Code Enforcement
- ✓ Hazard Mitigation Plans

*Other eligible activities described in the [2023 HMA Guidance](#)

TRAINING AND FEMA PROGRAM INFORMATION

Click on the links below to be redirected for information:

Hazard Mitigation Grant Program Information (FEMA) (Reference)

<https://www.fema.gov/grants/mitigation/hazard-mitigation>

TDEM Applicant Information Sessions (Highly Recommended)

Applicants are strongly encouraged to participate in an information session which will review grant requirements and provide an opportunity to ask questions. Click [here](#) to register.

Federal Procurement Training (Highly Recommended)

[TDEM Federal Procurement Training](#)

TDEM Benefit-Cost Analysis (BCA) Overview (Highly Recommended)

Applicants with construction projects are encouraged to participate in an information session on the methods for demonstrating cost effectiveness. Click [here](#) to register.

Required Grant Terms and Conditions (Review Only)

Prior to application, please review the grant terms and conditions that are required under this NOFO. [Click Here](#)



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

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

AGENDA ITEM: Approval of Resolution No. _____ authorizing execution of an advance funding agreement with the Texas Department of Transportation and the City of Mission in the amount of \$200,000 for comprehensive trail development - Elizalde

NATURE OF REQUEST:

Seeking resolution authorizing the execution of an advance funding agreement with the Texas Department of Transportation and the City of Mission for the FY24 Transportation Alternative Set-Aside Program. The City of Mission was awarded a grant in the amount of \$200,000 for the program. The city seeks to utilize the funding for the implementation of a city-wide assessment and development of a comprehensive study that will identify alternative transportation networks and modes throughout city limits.

BUGETED: Yes **FUND:** Designated Purpose **ACCT. #:** 15-480-34499

BUDGET: \$300,000 **EST. COST:** \$ **CURRENT BUDGET BALANCE:** \$300,000

BID AMOUNT: \$

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

RESOLUTION AUTHORIZING EXECUTION OF AN
ADVANCE FUNDING AGREEMENT (AFA) WITH THE
TEXAS DEPARTMENT OF TRANSPORTATION FOR 2023-2024 TRANSPORTATION
ALTERNATIVES SET-ASIDE (TASA) PROGRAM

WHEREAS, on December 16, 2024, via resolution # _____, the Texas Transportation Commission authorized the Mission Comprehensive Transportation Alternative Assessment project (the “Project”) to receive \$200,000 for PS&E implementation and Texas Department of Transportation (TxDOT) oversight; and

WHEREAS, the City of Mission commits to provide the required match. The local match is comprised of cash; and

WHEREAS, the City of Mission is responsible for all nonreimbursable costs and 100% of overruns, if any; and

WHEREAS, the Governing Body of the City of Mission desires to reaffirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

NOW, THEREFORE, BE IT RESOLVED BY COUNCIL OF THE CITY OF MISSION THAT the CITY OF Mission hereby authorizes and designates the City Manager, as the City’s authorized official to enter into an AFA with TxDOT for this Project.

PASSED AND APPROVED on the 16th day of December, 2024.

(Signatory)

(Print or type name of signatory)

(Print or type title of signatory)



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024
PRESENTED BY: Michael Elizalde, Director of Grants & Strategic Development
AGENDA ITEM: Authorization to submit and accept grant award from the Walmart Foundation for the FY24 Local Community Grant Program in the amount of \$7,500 with respective budget amendment- Elizalde

NATURE OF REQUEST:

The city is requesting authorization to request and accept a grant award to the Walmart Foundation for the FY24 Local Community Grant Program. The grant funds will be used to support city events through acquiring supplies and equipment needed. The total grant award is \$7,500 and requires no match.

BUGETED: No **FUND:** Designated Purpose **ACCT. #:** 15-448-94805 thru 15-452-94805
BUDGET: \$ _____ **EST. COST:** \$7,500 **CURRENT BUDGET BALANCE:** \$ _____

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *MRP*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____

CITY OF MISSION BUDGET AMENDMENT REQUEST

FISCAL YEAR: 2024-2025
DATE: December 16, 2024
DEPARTMENT: Various
FUND: Designated Purpose

BA-25-16

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE (DECREASE)	PROPOSED BUDGET
15-300-33448	Walmart-Police	2,000.00	500.00	2,500.00
15-300-33449	Walmart-Fire	-	2,000.00	2,000.00
15-300-34500	Walmart-Library	-	1,000.00	1,000.00
15-300-34501	Walmart-Muesum		1,000.00	1,000.00
15-300-34502	Walmart-Community Dev. Dept	-	1,000.00	1,000.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL		2,000.00	5,500.00	7,500.00

JUSTIFICATION

To allocate funding to submit and accept grant award from the Walmart Foundation for the FY24 Local Community Grant Program in the amount of \$7,500

Finance Director: Vidal Roman

Date: 12/16/2024

City Council Approved on: _____

Date Posted: _____

CITY OF MISSION BUDGET AMENDMENT REQUEST

FISCAL YEAR: 2024-2025
DATE: December 16, 2024
DEPARTMENT: Various
FUND: Designated Purpose

BA-25-16

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE (DECREASE)	PROPOSED BUDGET
15-448-94805	Special Events	-	500.00	500.00
15-449-94805	Special Events		2,000.00	2,000.00
15-450-94805	Special Events		1,000.00	1,000.00
15-451-94805	Special Events		1,000.00	1,000.00
15-452-94805	Special Events		1,000.00	1,000.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL		-	5,500.00	5,500.00

JUSTIFICATION

To allocate funding to submit and accept grant award from the Walmart Foundation for the FY24 Local Community Grant Program in the amount of \$7,500

Finance Director: Vidal Roman

Date: 12/16/2024

City Council Approved on: _____

Date Posted: _____



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

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

AGENDA ITEM: Authorization to submit grant application for the FY23 Assistance to Firefighters Grant Program to the US Department of Homeland Security for the purchase of EMS equipment in the amount of \$180,000 with a 10% cash match – Elizalde

NATURE OF REQUEST:

The Mission Fire Department is seeking authorization to submit a grant application to DHS, FEMA, for the 2023 Assistance to Firefighters Grant Program (AFG) for the purchase of EMS equipment in the amount of \$180,000. The program requires a 10% cash match and provides support for Firefighter Operations and Safety Equipment.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024
PRESENTED BY: Michael Elizalde, Director of Grants & Strategic Development
AGENDA ITEM: Authorization to accept grant award for FY24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of \$12,134 from the U.S. Department of Justice-Bureau of Justice Assistance to acquire six body-worn cameras with respective budget amendment- Elizalde

NATURE OF REQUEST:

On December 5,2024, the Mission Police Department was awarded \$12,134 from the FY24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program with the U.S. Department of Justice-Bureau of Justice Assistance. The project will allow the department to acquire six (6) body-worn cameras for daily operations of sworn officers. The program does not have a match requirement.

BUGETED: No **FUND:** Designated Purpose **ACCT. #:** 15-438-74950
BUDGET: \$ _____ **EST. COST:** \$12,134 **CURRENT BUDGET BALANCE:** \$ _____

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance _____

Advisory Board Recommendation: N/A _____

City Manager’s Recommendation: Approval *MRP* _____

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

_____ AYES
_____ NAYS
_____ DISSENTING _____

From: do-not-reply@usdoj.gov
To: [Virginia Passamentt](#); [Michael Elizalde](#); [grants](#)
Subject: DOJ Justice Grants System - Award Number 15PBJA-24-GG-04836-JAGX Notification
Date: Thursday, December 5, 2024 8:04:01 PM
Attachments: [.datacontent\imagerte\images\justgrants_seal_final_43A942_F2F3F41591889687873.png](#)



JUSTgrants
JUSTICE GRANTS SYSTEM

Congratulations! Application GRANT14276455 submitted under the 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation has been selected for an award. Please log into Justice Grants System (JustGrants) at <https://justgrants.usdoj.gov> to see award details.

For assistance logging into JustGrants, contact JustGrants.Support@usdoj.gov or 833-872-5175.

Prior to the Authorized Representative accepting the award, the Entity Administrator needs to assign a Financial Manager (responsible for submitting the Federal Financial Form), a Grant Award Administrator (responsible for submitting Grant Award Modifications, Performance Reports and Closeouts) and an Alternate Grant Award Administrator (responsible for submitting Grant Award Modifications) to the award.

To be eligible for payment, follow the Automated Standard Application for Payments (ASAP) recipient enrollment and login guidance at the JustGrants Website www.justicegrants.usdoj.gov. Please do not reply to this message. You can contact your grant manager Elaine Vanlandingham at 202-598-7415 and Elaine.Vanlandingham@usdoj.gov

For more information go to www.justicegrants.usdoj.gov
JustGrants is operated under the U.S. Department of Justice

CITY OF MISSION BUDGET AMENDMENT REQUEST

FISCAL YEAR: 2024-2025
DATE: December 16, 2024
DEPARTMENT: Police
FUND: Designated Purpose

BA-25-12

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE (DECREASE)	PROPOSED BUDGET
15-300-33438	Edward Byrne Memorial	-	12,134.00	12,134.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL		-	12,134.00	12,134.00

JUSTIFICATION

To allocate funding for the FY24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program acquire six
body-worn cameras

Finance Director: Vidal Roman

Date: 12/16/2024

City Council Approved on: _____

Date Posted: _____

CITY OF MISSION BUDGET AMENDMENT REQUEST

FISCAL YEAR: 2024-2025
DATE: December 16, 2024
DEPARTMENT: Police
FUND: Designated Purpose

BA-25-12

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE (DECREASE)	PROPOSED BUDGET
15-438-74950	Machinery & Equipment	-	12,134.00	12,134.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL		-	12,134.00	12,134.00

JUSTIFICATION

To allocate funding for the FY24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program acquire six
body-worn cameras

Finance Director: Vidal Roman

Date: 12/16/2024

City Council Approved on: _____

Date Posted: _____



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024
PRESENTED BY: Juan Pablo "JP" Terrazas, P.E., Asst. City Manager
AGENDA ITEM: Authorization to extend Second & Final One-Year renewal for Odor Control Chemical with Kay Jay Services & Supplies for the Public Works Department Waste Water Treatment Plants - Terrazas

NATURE OF REQUEST:

The City of Mission entered into an agreement with Kay Jay Services & Supplies for the purchase of Odor Control Chemical. The contract term was for one year with two one-year renewal options. Orders will be placed on an as needed basis for a one-year base term with a 5% increase. This will extend Bid No. 23-028-10-31 from December 19, 2024 through December 18, 2025.

Odor Control Liquid Drums \$346.73, with 5% increase \$364.07

Odor Control Solid Case \$67.64, with 5% increase \$71.02

BUGETED: Yes **FUND:** Utility – Water Distribution **ACCT. #:** 02-412-64220

BUDGET: \$ 131,999 **EST. COST:** \$ **CURRENT BUDGET BALANCE:** \$ 97,402

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____



OPEN DATE: October 31, 2022 2:00 PM CST

DESCRIPTION:	UOM	Qty.	Unit Price	Ext.	Kay Jay Services P.O. Box 650 Mount Sinai, NY 11766 631-834-4222 631-828-3906 Jerry Reynolds KayJayServices4@yahoo.com Unit Price Ext.	EGSW 5804 Babcock Rd. #169 San Antonio, Tx 78240 512-775-5358 Higinio Longoria, Jr. hcinio@egsw.us Unit Price Ext.	Municipal Service, LLC. 10921 N. 30th. St. McAllen, TX 78504 956-208-2626 Ivan Escobar support@municipalservicesllc.com Unit Price Ext.
1 Odor Control Liquid	Drums	90	\$437.25	\$39,352.50	\$330.22	\$29,719.80	\$700.00
2 Odor Control Solid	Cases	240	\$70.00	\$16,800.00	\$64.42	\$15,460.80	\$100.00
1st Year Renewal Term Increase Odor Control Liquid			1.00%		5.00%		10.00%
2nd Year Renewal Term Increase Odor Control Liquid			2.00%		10.00%		10.00%
1st Year Renewal Term Increase Odor Control Solid			1.00%		5.00%		8.00%
2nd Year Renewal Term Increase Odor Control Solid			2.00%		10.00%		8.00%
Addendums			None		None		None
Bid Bonds							
Number of Days to Deliver Odor Control Liquid			4 Days		7-10 Days		7 Days
Number of Days to Deliver Odor Control Solid			4 Days		7-10 Days		7 Days

Please Note:

Apparent lowest responsible bidder for Odor Control Liquid: Kay Jay Services
Apparent lowest responsible bidder for Odor Control Solid: Kay Jay Services

BID NAME/NUMBER: 20-016-10-25 / Odor Control Chemical for Wastewater Treatment Plants

OPEN DATE: October 25, 2019 2:00 PM CST



Vendor Name:	Blue Star Chemical Co., Inc.	Kay Jay Services	EGSW	Municipal Service, LLC.
Street address:	P.O. Box 3305	P.O. Box 650	5804 Babcock Rd. #169	10921 N. 30th. St.
City, State:	Edinburg, TX 78540	Mount Sinai, NY 11766	San Antonio, Tx 78240	McAllen, TX 78504
Phone:	956-383-1077	631-834-4222	512-775-5358	956-208-2626
Fax:		631-828-3906		
Contact:	Gabriel Lozano III	Jerry Reynolds	Higinio Longoria, Jr.	Ivan Escobar
Email:	jinglebells333@hotmail.com	KayJayServices4@yahoo.com	higinio@egsw.us	support@municipalservicesllc.com
DESCRIPTION of FORMS:				
Solicitation Signed	Yes	Yes	Yes	Yes
Terms & Conditions Included	Yes	Yes	Yes	Yes
Pricing Schedule	Yes	Yes	Yes	Yes
Non-Collusive	Yes	Yes	Yes	Yes
Addenda Checklist	None	None	None	None
Gen. Business Questionare	Yes	Yes	Yes	Yes
References	Yes	Yes	Yes	Yes
CIQ				
Bid Bond				



CITY OF MISSION

"Home of the Grapefruit"

Jerry Reynolds, V.P.
Kay Jay Services, Inc.
PO Box 650
Mount Sinai, NY 11766

Subject: Notice of Award – Bid No: 23-028-10-31 Odor Control Chemical for the Public Works Department Sanitary Sewer Collection System

Dear Mr. Reynolds:

You are hereby notified that you have been awarded City of Mission Bid No: 23-028-10-31 Odor Control Chemical for the Public Works Department Sanitary Sewer Collection System. Please use this bid number on any correspondence to the City of Mission.

The term of this contract shall be for one (1) year from the date of contract award. The City of Mission shall reserve the option to renew this contract for an additional two (2) consecutive, one (1) year periods at the end of the one-year base service period. The total duration of this contract, including the exercise of any renewals under this clause, shall not exceed three (3) years.

The Renewal Options are contingent upon the Vendor providing a renewal letter at least 45-days prior to the Contract term. Please note that the Renewal % increase being proposed per year listed below must be from the original bid Unit Price.

Contract Base Term: December 19, 2022 through December 18, 2023

To facilitate the discharge of this contract, the Technical Representative (TR) for the contract is Juan Pablo Terrazas, City Assistant Manager, who can be reached at (956) 249-1402 and Omar Cantu, Water & Wastewater Supervisor, at (956) 580-8780. The Technical Representative will perform the following duties during the term of this contract:

1. Monitor, verify and take such action necessary to ensure that your firm performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications. Specific emphasis shall be placed on the quality, quantity, acceptability, and manner of work for both adherences to the contract provisions and to your firm's quality control program.

2. Notify your firm of deficiencies observed during delivery of goods and/or services and direct your firm to comply with the contract requirements. Coordinate with the Purchasing Agent about your firm's unacceptable performance. Your firm's corrective actions must be within the scope of the contract.
3. Forward all disagreements with your firm that cannot be resolved within the scope of the delegated authority to higher levels within the City. The TR will provide records and reports to the Purchasing Agent concerning faulty or non-conforming work, delays or problems, and recommend appropriate actions to effect correction within the scope of the contract or dispute.
4. Ensure that any City furnished property is provided and returned in accordance with the contract provisions.
5. Maintain records applicable to the criteria established in the contract for performance issues, as they relate to the assessment of potential liquidated damages. Assert when applicable, in coordination with the Purchasing Agent, any damages provided in the contract due to your firm's failure to meet standards.
6. Maintain a current record of the obligated contract dollar amount, billed and paid.
7. Recommend acceptance or rejection of invoices that have been submitted by your firm. Disposition of payment recommendations rest with the appropriate Purchasing Agent and the TR.
8. Coordinate with the Purchasing Agent prior to releasing any correspondence involving schedule, performance, cost, and invoices/payment.
9. Work with the Purchasing Agent to properly close out the contract and all records.
10. Perform, or cause to be performed, inspections required by the contract. Verify that your firm has corrected all deficiencies. Act as certifying official, and receive, accept or reject supplies/services for the City specified in the contract and invoiced by your firm.

The following actions are specifically reserved for the Purchasing Agent.

1. Issuance of any orders or modifications to your firm regarding contractual matters, such as changes in price, deliveries, statements of work, specifications, or other contractual terms.
2. Directing work to start or stop, except as specifically provided for by the terms and conditions of the contract.
3. Amending the contract requirements in any respect.

- 4. Submit for Approval any action that will result in additional charges to the City.
- 5. Interpretation of contract terms and conditions.

In the event of the Technical Representative absence, the Purchasing Agent shall act in this capacity. The presence or absence of the TR shall not relieve the Contractor from any requirements of the contract. In the event of any discrepancies the original bid submitted will take precedence.

This assignment and delegation of the city is effective as of this date and shall remain in full effect until contract expiration or termination in writing by the Purchasing Agent.


A copy of your bid response is enclosed for your records. Said bid response and this notice of award constitute the contract. Please include the bid number on all correspondence pertaining to this contract, and with each invoice that you submit.

If you have any questions, please contact your assigned **Procurement Director, Peter Geddes** at the phone number or address listed below.

City of Mission
1201 E. 8th Street
Mission, TX 78592
956/580-8667
956/580-8798 FAX

We appreciate your interest in City of Mission and look forward to working with you.

Sincerely,



Peter Geddes
Procurement Director



Date

CONTRACT RENEWAL KAY JAY SERVICES / CITY OF MISSION

FROM:

KAY JAY SERVICES & SUPPLIES

PO BOX 650

Mount Sinai, NY 11766

631-834-4222

kajayservices4@yahoo.com

www.kajayservices.net

TO:

Omar Cantu / Edgar Chapa

City of Mission Public Works

2801 North Holland St.

Mission, TX 78572

RFB: 23-028-10-31 Odor Control Chemical for Public Works Department

Kay Jay Services is will to execute the 3rd year extension at a 5% increase.

This request to continue our current bid for wastewater treatment chemicals.

Issue date is 12/19/2024 for one calender year to 12/18/2025.

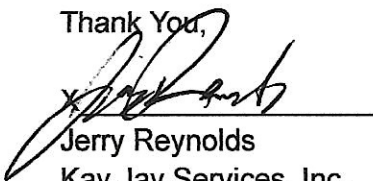
This provision was provided for in the original bid.

My current phone number is 631-834-4222, my current email address is

kajayservices4@yahoo.com

Thank you for choosing Kay Jay Services.

Thank You,



Jerry Reynolds

Kay Jay Services, Inc.

631-834-4222

kajayservices4@yahoo.com

www.kajayservices.net



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024
PRESENTED BY: Vidal Roman, Finance Director
AGENDA ITEM: Approval of amended master agreement with Carr, Riggs & Ingram, LLC- V Roman

NATURE OF REQUEST:

Discussion and consideration to execute an amended master agreement with Carr, Riggs & Ingram, LLC. Staff is requesting approval of the amended master agreement with Carr, Riggs & Ingram, LLC.

BUDGETED: Yes **FUND:** General **ACCT. #:** 01-417-34400

BUDGET: \$131,625 **EST. COST:** \$0 **CURRENT BUDGET BALANCE:** \$137,125

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval.

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



CARR, RIGGS & INGRAM, L.L.C.

To Management and Those Charged with Governance
of CITY OF MISSION

This Engagement Letter and its attachments, if any, are governed by the Master Services Agreement 2.0 (“MSA”) between Carr, Riggs & Ingram, L.L.C. (“CPA Firm”, “we”, “us”, or “our”) and the Client; the terms of which are hereby incorporated into this Engagement Letter by reference. By executing this Engagement Letter, the parties agree to and intend to be bound by the terms of the MSA.

“Carr, Riggs & Ingram” and “CRI” are the brand names under which CPA Firm and CRI Advisors, LLC (“CRI Advisors” or “Advisors”) provide professional services. Carr, Riggs & Ingram, L.L.C., Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CPA Firm is a licensed independent CPA firm that provides attest services, as well as additional ancillary services, to its clients. CRI Advisors provides tax and business consulting services to its clients. CRI Advisors and its subsidiaries are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the term “CRI,” and terms of similar import, denote the alternative practice structure conducted by CPA Firm, CRI Advisors, their subsidiaries and affiliates, as appropriate.

This Engagement Letter confirms and specifies the terms of our engagement and clarifies the nature and extent of the services we will provide for CITY OF MISSION (“Client”, “Entity”, “you”, or “your”) as of and for the year ended September 30, 2023 (the “Selected Period(s)”). Except as otherwise expressly set forth herein, this Engagement Letter only governs attest services, provided to you by CPA Firm. Except as otherwise expressly set forth herein, any non-attest services, including any non-attest services provided by CRI Advisors or any other entities within the Carr, Riggs & Ingram alternative practice structure, will be governed by (a) separate Engagement Letter(s) between such entity and the Client.

In connection with the alternative practice structure, CRI Advisors maintains custody of client files for CPA Firm and CRI Advisors. By executing this engagement letter, you hereby consent to the transfer to CRI Advisors of all your client files, work papers and work product. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent to transfer such files and records.

SCOPE AND OBJECTIVES

We will audit the financial statements and the disclosures, which collectively comprise the basic financial statement(s) of the Entity for the Selected Period(s) ended for the following: governmental activities, business-type activities, aggregate discretely presented component units (except for Mission Redevelopment Authority), each major fund, aggregate remaining fund information and the related disclosures to the financial statements, otherwise known as the notes to the financial statements (collectively, the "Financial Statements").

The Financial Statements are prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") (the "Selected Basis").

We will perform an audit engagement with respect to the Financial Statements of the Entity. As and if applicable and indicated in the following paragraphs, we will also perform the appropriate procedures related to either supplementary information ("Supplementary Information") and/or required supplementary information ("RSI").

The objectives of our audit are to obtain reasonable assurance about whether the Financial Statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your Financial Statements are fairly presented, in all material respects, in conformity with the Selected Basis and report on the fairness of the Supplementary Information referred to below when considered in relation to the Financial Statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States ("GAGAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the Financial Statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the Financial Statements in accordance with GAGAS.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations ("CFR") Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance").

The Selected Basis provides for certain RSI, such as management's discussion and analysis ("MD&A"), to supplement Entity's Financial Statements. Such information, although not a part of the Financial Statements, is required by the Governmental Accounting Standards Board ("GASB") who considers it to be an essential part of the financial reporting for placing the Financial Statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited

procedures to the Entity's RSI in accordance with GAAS. These limited procedures will consist of inquires of management regarding methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the Financial Statements, and other knowledge we obtained during our audit of the Financial Statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. This RSI is required by the Selected Basis and will be subjected to certain limited procedures, but will not be audited: MD&A, Budgetary Comparison Schedules, Required Pension Supplementary Information, and Required Other Postemployment Benefit Supplementary Information.

We have also been engaged to report on Supplementary Information other than RSI that accompanies the Entity's Financial Statements. We will subject the following Supplementary Information to the auditing procedures applied in our audit of the Financial Statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the Financial Statements or to the Financial Statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the Financial Statements as a whole in a separate written report accompanying our auditor's report on the Financial Statements or in a report combined with our auditor's report on the Financial Statements: Schedule of Expenditures of Federal Awards and related notes, Combining Schedules, Capital Assets Used in the Operation of Governmental Funds: Comparative Schedule by Source, Schedule of Changes by Function and Activity, and Schedule by Function and Activity, Supplemental Schedules - Utility Fund: Schedule of Revenue Coverage and Schedule of Cash Receipts and Disbursement - Restricted Accounts Required by Revenue Bond Ordinance.

In connection with our audit of the Financial Statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic Financial Statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report. Other information will include: Introductory Section and Statistical Section.

OUR RESPONSIBILITIES

We will conduct our audit in accordance with GAAS and GAGAS. We will also conduct our audit in accordance with the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance. We will include tests of your accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS and GAGAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the Financial Statements and determine whether the Financial Statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the Financial Statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Entity or to acts by management or employees acting on behalf of the Entity. Because the determination of waste and abuse

is subjective, GAGAS do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and GAGAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the Financial Statements or on major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will obtain an understanding of the Entity and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the Financial Statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the Financial Statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the Financial Statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards and the Uniform Guidance.

We have identified the following significant risks of material misstatement as part of our audit planning: management override of controls and improper revenue recognition due to fraud. Additionally, the following significant risk(s) were identified: pension estimate(s), OPEB estimate(s), and self-insurance estimate(s).

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the Financial Statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of Entity's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Our audit does not relieve you of your responsibilities.

OTHER SERVICES

We will only perform the following non-attest services for the Entity, based upon information provided by you and in accordance with professional standards:

- Assist management in preparing the Financial Statements

These non-audit services do not constitute an audit under GAGAS and such services will not be conducted in accordance with GAGAS.

For any non-attest services provided by CRI, you agree to assume all management responsibilities for these non-attest services and any other non-attest services we provide; oversee the services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The non-attest services, if any, are limited to those previously defined in this letter, or as identified in a separate Engagement Letter. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

CLIENT RESPONSIBILITIES

In addition to your responsibilities identified in the MSA, our engagement will be conducted on the basis that you acknowledge and understand your responsibility for:

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- designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of Financial Statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met
- following laws and regulations
- ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements
- ensuring that management and financial information is reliable and properly reported
- implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements
- the selection and application of accounting principles; for the preparation and fair presentation of the Financial Statements, schedule of expenditures of federal awards, and all accompanying information in conformity with the Selected Basis, and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements)
- identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information
- the preparation and fair presentation of the Financial Statements in conformity with the Selected Basis
- making drafts of Financial Statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers)
- evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern within one year after the date that the financial statements are available to be issued
- providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the Financial Statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the Entity from whom we determine it necessary to obtain audit evidence (4) if applicable, you will provide us with the final version of all documents comprising the annual report which includes other information, prior to the date of our auditor's report. If the final version of these documents are not available prior to the date of our auditor's report, they will be provided as soon as practical and the Entity will not issue the annual report prior to providing them to the auditor (5) access to personnel, accounts, books, records,

supporting documentation, and other information as needed to perform an audit under the Uniform Guidance

- required written representations from you about the Financial Statements and related matters, at the conclusion of our audit
- required written representations that (1) you are responsible for presentation of the Supplementary Information in accordance with GAAP; (2) you believe the Supplementary Information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the Supplementary Information.
- required written representations from you about compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and GAGAS, at the conclusion of our audit
- required written representations from you about compliance with schedule of expenditures of federal awards and federal award programs, at the conclusion of our audit
- adjusting the Financial Statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the Financial Statements taken as a whole
- the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the Financial Statements
- informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants
- identifying and ensuring that the government complies with applicable contracts, agreements, and grants
- taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report
- evaluating and monitoring noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; taking prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly following up and taking corrective action on reported audit findings; and preparing a summary schedule of prior audit findings and a separate corrective action plan

- identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance
- agreeing to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards
- agreeing to make the audited Financial Statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon
- acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards
- preparation of the Supplementary Information, as applicable, in conformity with the Selected Basis. You agree to include our report on the Supplementary Information in any document that contains, and indicates that we have reported on, the Supplementary Information and to include the audited Financial Statements with any presentation of the Supplementary Information that includes our report thereon
- if publishing Financial Statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document
- disclosing the date through which subsequent events have been evaluated and whether that date is the date the Financial Statements were issued or were available to be issued
- informing, in writing, the engagement partner before entering into any substantive employment discussions with any CPA Firm or CRI Advisors personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct
- informing us on a timely basis of the name of any single investor in you that owns 20% or more of your equity at any point in time
- informing us on a timely basis of any investments held by you which constitutes 20% or more of the equity/capital of the investee entity at any point in time
- establishing and maintaining a process for tracking the status of audit findings and recommendations

- identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies
- providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information

ENGAGEMENT ADMINISTRATION

Esmerald Yniguez, CPA is the engagement partner and is responsible for supervising the engagement and signing the report(s) or authorizing another individual to sign it (them).

We understand that your employees will prepare all confirmations and schedules we request and will locate any documents selected by us for testing. A request list of information we expect to need for our audit will be provided to you. Your prompt attention to and timely return of the requested items will significantly contribute to the efficiency of our audit process.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including Financial Statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Entity; however, management is responsible for distribution of the reports and the Financial Statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

In accordance with certain regulations, we, as your auditors, are required to make the following commitments:

- The documentation for this engagement is the property of CRI and constitutes confidential information. However, we may be requested to make certain documentation available to regulators, federal or state agencies, governmental agencies, etc. ("regulators" or "agencies") pursuant to authority given to it by law or regulation. If requested, access to such documentation will be provided under the supervision of CPA Firm personnel.

Furthermore, upon request, we may provide copies of selected documentation to these regulators or agencies. These regulators or agencies may intend, or decide, to distribute the copies or information contained therein to others.

- We will file a copy of our most recent peer review report with any applicable regulators or agencies.
- As appropriate, we may meet with those charged with governance before the audit report(s) are filed with any required regulators or agencies.

The information that we obtain in auditing is confidential, as required by the AICPA Code of Professional Conduct. Therefore, your acceptance of this Engagement Letter will serve as your advance consent to our compliance with above commitments.

REPORTING

As part of our engagement, we will issue a written report upon completion of our audit of the Entity's Financial Statements. Our report will be addressed to management, those charged with governance, or both, as appropriate, of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance.

We will also provide a report (that does not include an opinion) on internal control related to the Financial Statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the Financial Statements as required by GAGAS. The report on internal control and on compliance and other matters will state: (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with GAGAS in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. The report(s) will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with GAAS and the standards for financial audits contained in GAGAS may not satisfy the relevant legal, regulatory, or contractual requirements.

TERMINATION

If for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We reserve the right and sole discretion to withdraw for any reason from this engagement immediately upon written notice to you. Our withdrawal will release us from any obligation to complete the services covered by this Engagement Letter and will constitute completion of this engagement.

Our engagement with you will terminate upon the earlier of our delivery of your report or withdrawal. In either case, you agree to compensate us for our services, fees, and costs to the date of withdrawal.

CORPORATE TRANSPARENCY ACT/BENEFICIAL OWNERSHIP INFORMATION REPORTING

Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

OUR FEES

Our fee for these services will be at our standard hourly rates plus applicable out-of-pocket expenses incurred in the course of our engagement, including, but not limited to: technology costs, travel expenses (meals, lodging, transportation, etc.), third party technical resources, administrative costs (courier services, report preparation, copying), and any other direct engagement expenses. We may also charge a fee for applications, subscriptions, hosting, or technology we utilize in providing services to you.

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances (such as, but not limited to, difficulty or delays in obtaining requisite responses to necessary or required procedures, significant changes to promulgated standards, time incurred for financial statement adjustment(s) and the related procedures required, or significant changes to your organization or its internal control structure) will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this Engagement Letter, please indicate by executing.

Very truly yours,

Carr, Rigg & Ingram, L.L.C.

CARR, RIGGS & INGRAM, L.L.C.

Signature

Mike R. Perez, City Manager

<signature>

<sign date>

Authorized Signer(s)



MASTER SERVICES AGREEMENT

We are pleased that you have chosen to engage Carr, Riggs & Ingram to provide certain accounting, advisory, assurance, consulting, tax, and/or related services.

ALTERNATIVE PRACTICE STRUCTURE

"Carr, Riggs & Ingram" and "CRI" are the brand names under which Carr, Riggs & Ingram, L.L.C. ("CPA Firm") and CRI Advisors, LLC ("CRI Advisors" or "Advisors") provide professional services. Carr, Riggs & Ingram, L.L.C., Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CPA Firm is a licensed independent CPA firm that provides attest services, as well as additional ancillary services, to its clients. CRI Advisors provides tax and business consulting services to its clients. CRI Advisors and its subsidiaries are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the terms "CRI," "we," "our," "us," and terms of similar import, denote the alternative practice structure conducted by CPA Firm and CRI Advisors, as appropriate.

This Master Services Agreement 2.0 ("MSA"), shall govern, throughout the entirety of our contractual relationship(s), including the provision of our services and deliverables as set forth in one or more Engagement Letters from CRI (the "services").

CLIENT

"Client" (collectively referred to as "Client", "you", or "your") for the purposes of this MSA, shall mean the party or parties specifically listed as the Client(s) on the applicable Engagement Letter. As examples, the Client might include {ONLY AS SPECIFICALLY IDENTIFIED OR LISTED IN THE ENGAGEMENT LETTER(S)}:

- For Individual Client(s): you, your spouse (if filing jointly), your dependent children, other dependents, any grantor trusts for which you act as trustee, and any investment partnership or limited liability company if all of the ownership interests are owned by the foregoing persons;

and

- For Business Client(s) (e.g. for-profit, not-for profit, or governmental entities; fiduciary clients, etc.): the primary business and any subsidiaries or controlled affiliates.

With respect to each Engagement Letter, our Client(s) for a particular engagement will include only those individuals and entities made known to us by you and specifically identified and listed under the Client Acknowledgement section of an Engagement Letter. Neither this MSA nor any Engagement Letter will create any client relationship nor any service-related obligation between us and any natural person or entity unknown to us and/or not specifically listed or identified in an Engagement Letter.

AUTHORITY TO BIND

BY EXECUTING AN ENGAGEMENT LETTER THAT REFERENCES AND INCORPORATES THIS MSA, CLIENT ACCEPTS AND AGREES TO THE TERMS OF THIS MSA. ANY INDIVIDUAL EXECUTING OR ACCEPTING THIS MSA ON BEHALF OF ANY INDIVIDUAL, COMPANY, OR OTHER LEGAL ENTITY, REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH INDIVIDUAL, ENTITY, AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, WILL PROVIDE UPON REQUEST ANY INFORMATION OR DOCUMENTATION VERIFYING, IN CRI'S SOLE DISCRETION, SUCH AUTHORITY, IN WHICH CASE THE TERM "CLIENT" SHALL REFER TO EACH REPRESENTED INDIVIDUAL, ENTITY, OR AFFILIATES. IF THE EXECUTING INDIVIDUAL DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, THEY MUST NOT EXECUTE OR ACCEPT THIS MSA AND MAY NOT USE THE SERVICES.

ENGAGEMENT LETTERS

All services to be performed by us must be described in an Engagement Letter executed by the applicable CRI entity and the Client(s). Each Engagement Letter will identify the applicable CRI entity executing the Engagement letter and performing the services; the Engagement letter will also provide details on the nature of the work and any expected deliverable. Our services will be limited to the services specifically described in that Engagement Letter. Our agreement to perform services under any particular Engagement Letter does not obligate us to perform any future services under any additional Engagement Letters.

Engagement Letters are subject to the terms and conditions outlined in this MSA. Upon execution of an Engagement Letter, this MSA is incorporated into each Engagement Letter executed by the parties.

OUR RESPONSIBILITIES

We will perform the services detailed in the Engagement Letter(s) in accordance with applicable professional standards. Our responsibility is limited to the period(s) covered by the service(s) detailed in the Engagement Letter(s) and does not extend to any later periods for which we are not engaged to provide applicable services, unless evidenced by a separate Engagement Letter.

We are available to provide you with business advice, but we are not obligated to do so unless you specifically engage us to do so via an Engagement Letter for this purpose. The parties agree that Client will only rely on written, not oral, statements or advice from CRI. We believe written advice is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice unless it has received a full supervisory review and is provided by us in writing directly to you.

Unless otherwise stipulated in the Engagement Letter:

1. we will not perform any procedures designed to:

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- a. discover defalcations or other irregularities,
 - b. audit or otherwise verify the information you give us, or
 - c. detect immaterial misstatements or violations of laws or government regulations;
2. our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within your entity or noncompliance with laws and regulations; and our services are not designed to provide assurance on internal control or to identify deficiencies in internal control.

We are not investment counselors or brokers. Our advice concerning a particular investment shall be limited to advising you with regard to any applicable tax ramifications of the investment. It shall not include advising you regarding the economic viability or consequences of the investment or whether or not you should make, retain, or dispose of the investment. Our advice regarding any applicable tax ramifications of the investment shall be based on documents and information that you provide us regarding the investment. However, if you would like investment advice, we are happy to provide contact information for (a) qualified investment advisor(s).

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. Our services do not relieve you of your responsibilities.

CLIENT RESPONSIBILITIES

Our services will be conducted on the basis that you acknowledge and understand your responsibility for (as and if applicable):

- assuming all management responsibilities; overseeing any services we provide by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience;
- evaluating the adequacy and results of services (including non-attest services) performed by us; and accepting responsibility for the results of such services; designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial information that is free from material misstatement, whether due to fraud or error, including monitoring ongoing activities;
- the selection and application of accounting principles and framework;
- the preparation and fair presentation of the financial information in conformity with the applicable accounting framework;
- making drafts of financial information or financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers);
- timely providing us with:
 1. access to all information of which you are aware or have in your possession, custody, or control that is relevant to the services for which we are engaged, including but not limited to items such as records, documentation, identification of all related parties and all related party relationships and transactions, and other matters;
 2. additional information that we may request;
- unrestricted access to persons within the entity from whom we determine it necessary to perform our services;

- the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting you or your entity involving:
 1. management,
 2. employees who have significant roles in internal control, and
 3. others where the fraud could have a material effect on the financial information or financial statements;
- informing us of your knowledge of any allegations of fraud or suspected fraud affecting you or your entity received in communications from employees, former employees, regulators, or others;
- identifying and ensuring compliance with applicable laws and regulations;
- the safeguarding of assets, the proper recording of transactions in the book(s) of accounts; and the substantial completeness and accuracy of the financial records, and the full and accurate disclosure of all relevant facts to us.
- informing, in writing, the engagement partner (or individual leading the engagement) before entering into any substantive employment discussions with any CPA Firm or CRI Advisor personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct, if applicable

You represent that the information you are supplying to us is accurate and complete to the best of your knowledge and that you have disclosed to us all relevant facts affecting our services.

USE OF FOREIGN AFFILIATES AND THIRD-PARTY SERVICE PROVIDERS

By executing this MSA, and for so long as it remains in effect, you consent to the use of international service providers, including disclosure of your confidential financial information, if applicable, to our service providers located outside the United States. We maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. We also secure and require confidentiality agreements with these service providers to maintain the confidentiality of your information and take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. We remain responsible for the work provided by any such third-party service providers.

RECORD RETENTION

We retain records in accordance with our record retention policy. We do not keep any of your original records, so we will return those to you upon completion of the engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies. You acknowledge and agree that upon the expiration of the applicable retention periods reflected within our record retention policy, available upon request, we are free to destroy our records related to the relevant or affected engagement(s).

REQUEST FOR DISCLOSURE

As part of the alternative practice structure both CPA Firm and CRI Advisors agree to comply with the AICPA Code of Professional Conduct, as applied to the alternative practice structure, and applicable federal, state and local rule with respect to confidentiality of client information. In the event that we are requested or required to disclose any confidential information by law, a subpoena or order issued by a court of competent jurisdiction, other governmental or regulatory authority, or professional standards

(each, an "Order") or are requested or required to disclose any of the confidential information by a non-governmental third party ("Third-Party Demand"), we shall, where legally permissible and reasonably practicable, give you reasonable notice of the Order or Third-Party Demand so that you may seek a protective order or other appropriate remedy at your sole expense, or waive our compliance with the applicable confidentiality provisions of this MSA. In the event you direct us not to make the disclosure, you agree to defend, reimburse, and hold us harmless from any costs or expenses incurred in defending the privilege, including, by way of illustration only, our attorney's fees, court costs, outside adviser's costs, out-of-pocket expenses of any kind, or penalties or fines imposed as a result of your asserting the privilege or your direction to us to assert the privilege or otherwise withhold production; provided, however, we retain the sole discretion, after consultation with our legal counsel, to determine whether or not, and to what extent, to comply with or otherwise address any Order or Third-Party Demand.

DATA SECURITY

In the interest of facilitating our services to you, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to you may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, we employ measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this relationship.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network, other collaborative virtual workspaces, or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows the parties hereto to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this MSA or any related Engagement Letter(s), you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions, and limitations of such agreement. You agree that we have no responsibility for the activities of third-party vendors supplying these tools and agree to indemnify and hold us harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records. Therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or force majeure, copies of which you have provided to us pursuant to this MSA or any related Engagement Letter(s), we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

DISPUTE RESOLUTION

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In the event of a dispute between the parties, which arises out of or relates to this MSA or any related Engagement Letter(s), the breach thereof or the services provided or to be provided hereunder or in the related Engagement Letter(s), if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation, or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its Dispute Resolution Rules for Professional Accounting and Related Services Disputes. The costs of any mediation proceedings shall be shared equally by all parties.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS MSA, WE SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR ANCILLARY DAMAGES OF ANY KIND ALLEGED AS A RESULT OF ANY CAUSE OF ACTION ARISING FROM OR IN ANY WAY RELATED TO THIS MSA (WHICH INCLUDES, FOR CLARIFICATION, ALL RELEVANT AND AFFECTED ENGAGEMENT LETTER(S)), WHETHER FOR BREACH OF CONTRACT, TORT, OR OTHERWISE. UNLESS OTHERWISE STATED IN THIS MSA, THE PARTIES AGREE THAT OUR TOTAL CUMULATIVE LIABILITY (INCLUDING OUR EMPLOYEES, DIRECTORS, OFFICERS, OR AGENTS), SHALL NOT EXCEED THE AMOUNT OF FEES EARNED BY US RELATED TO THE RELEVANT SERVICE(S) (AS SPECIFIED IN THE AFFECTED ENGAGEMENT LETTER(S)) DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, AS SUCH AMOUNT SHALL SERVE AS A REASONABLE PROSPECTIVE ESTIMATE OF ANY DAMAGES WHICH YOU MAY SUFFER THROUGH ANY BREACH BY US OF THE TERMS OF THIS MSA, AS SUCH DAMAGES MAY BE SPECULATIVE OR IMPOSSIBLE TO CALCULATE. IF THERE ARE UNPAID FEES OWED TO US, THIS CUMULATIVE LIABILITY WILL BE REDUCED BY THE VALUE OF THE UNPAID FEES WITH NO ADDITIONAL INTEREST OR CHARGES, AS WE RETAIN THE RIGHT TO OFFSET ANY SUMS CLAIMED AS DUE AND OWED BY YOU, BY ANY SUMS TO WHICH WE ARE LEGALLY ENTITLED. THIS LIMITATION SHALL APPLY WHETHER OR NOT FURTHER DAMAGES ARE FORESEEABLE, OR WHETHER EITHER PARTY (OR ITS EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT(S) AGREE TO DEFEND, INDEMNIFY, AND HOLD CRI HARMLESS AGAINST ALL CLAIMS OF ANY KIND ARISING FROM IMPROPER THIRD-PARTY DISCLOSURE OF CRI REPORTS OR WORK PRODUCT.

GOVERNING LAW AND VENUE

This MSA and any underlying Engagement Letter(s), including but not limited to, any act or omission of CRI pursuant to the MSA and/or any work by CRI shall be governed by the laws of the State of Alabama, without reference to any conflict of laws rules or principles. Any claim, civil action, or legal proceeding arising out of, or in any way relating to, this MSA or any underlying Engagement Letter(s), any act or omission of CRI pursuant to the MSA, and/or any other agreement(s) with CRI, must be brought in a state court having jurisdiction in Coffee County, Alabama, Enterprise Division, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses or objections to venue and jurisdiction within Coffee County, Alabama, including forum non conveniens.

STATUTE OF LIMITATIONS

The parties agree that there shall be a one-year statute of limitation (from the earlier of delivery of the service or termination of the MSA or Engagement Letter(s)) for the filing of any requests for arbitration, lawsuit, or proceeding related to this MSA. If such a claim is filed more than one year, or the minimum durational period having been determined as permissible by applicable statutory law or by a court of competent jurisdiction, subsequent to the delivery of the service or termination of the MSA or Engagement Letter(s), whichever occurs first in time, then it shall be precluded by this provision, regardless of whether or not the claim has accrued at that time.

TERMINATION

The MSA shall continue in full force and effect until terminated in accordance with this section. We have the right and sole discretion to terminate and withdraw from this MSA immediately upon written notice to you for any reason including, but not limited to, if you do not provide us with requested information in a timely manner, refuse to cooperate with our reasonable requests, fail to timely pay, or misrepresent any facts. Withdrawal or termination of this MSA constitutes withdrawal and termination from any and all related Engagement Letter(s).

We also have the right and sole discretion to withdraw for any reason from any specific engagement covered by an Engagement Letter immediately upon written notice to you. Our withdrawal will release us from any obligation to complete the services covered by that Engagement Letter and will constitute completion of that engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of any termination and withdrawal of this MSA or any Engagement Letter(s).

RELATIONSHIP AND DISCLOSURE BETWEEN AFFILIATES

As indicated, CPA Firm and CRI Advisors operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CPA Firm provides attest services to its clients. CRI Advisors is not a licensed CPA firm and does not provide audit or attest services. CRI Advisors has a contractual arrangement with CPA Firm whereby CRI Advisors provides CPA Firm with professional and support personnel and other support services to allow CPA Firm to perform its professional services and performs all services in connection with our engagements for which licensure as a CPA firm is not required. From time to time, CRI Advisors may consult with CPA Firm in the provision of services pursuant to this MSA or an underlying Engagement Letter. In order to avoid duplication of efforts arising out of this arrangement, you consent to our sharing among and between CRI Advisors and CPA firm the information that we may obtain from you in the course of an engagement performed or services provided in any and all Engagement Letter(s).

You consent to CRI Advisors and CPA Firm sharing your Client information with one another and their respective subsidiaries and affiliates, in support of the services to be provided under an Engagement Letter. Unless you indicate otherwise, your acceptance of the terms of this MSA shall be understood by us as your consent to make disclosures among and between CPA Firm and CRI Advisors and their respective subsidiaries, affiliates, and employees of confidential information that we may obtain in the course of our engagement.

You consent to the transfer by CPA Firm of all Client files, work papers and work product, for services other than attest services, if any, which includes confidential client information to CRI Advisors. Please let us know immediately if you have any objection to such transfer of your files.

You consent to us using your financial, tax, and personal information to send to you by any medium: firm newsletters, surveys, press releases, invitations to our seminars, information regarding related services from affiliated companies and/or portfolio companies, and any other communication sent to some or all of our clients. You also consent to us sharing your financial, tax, and personal or confidential information with our affiliated companies and/or portfolio companies. This consent is not conditioned upon our providing services to you.

CORPORATE TRANSPARENCY ACT/BENEFICIAL OWNERSHIP INFORMATION REPORTING

Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this MSA. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

SEVERABILITY

If any provision of this MSA or any underlying Engagement Letter(s) is found by any court to be void or otherwise unenforceable, the remainder of this MSA and any underlying Engagement Letter(s) will remain valid and enforceable as though such void or unenforceable provision were absent upon the date of its execution.

COUNTERPARTS

This MSA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become a binding agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other party. Signatures provided by facsimile or electronically shall be valid and binding. If we do not receive signed client acknowledgement(s)/authorization from you within ninety (90) days from the date hereof and you continue to interact with us related to your engagement(s) in or after that timeframe, then your continued interaction will signify and represent your agreement.

MODIFICATION

This MSA may be amended, modified, or supplemented only by written agreement executed by all parties. In the event of a conflict between the terms of this MSA and any Engagement Letter(s), the terms of this MSA shall supersede, unless the applicable Engagement Letter(s) specifically states otherwise and references this MSA.

LATE FEES AND INTEREST

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Client agrees to pay all services, fees, and costs of any underlying engagement, and payment is due upon receipt of our invoice. We reserve the right, in our sole discretion, to impose late fees or interest on any balance that is past due. Failure to make timely payments may, upon notice, result in our termination of this MSA and any Engagement Letter(s).

ENTIRE AGREEMENT

This Agreement, including all Engagement Letter(s) and all attachments, schedules, and exhibits hereto or thereto, all of which are incorporated herein by reference, constitutes the full and complete agreement between the parties, including all predecessors of CRI, concerning the subject matter hereof and supersedes all prior and contemporaneous understandings and writings with respect thereto. No additional terms contained in any purchase order, order acknowledgement, confirmation, delivery acknowledgement, similar document, other correspondence, or written or oral communication between the parties will be valid and such additional or conflicting terms are deemed rejected by the parties.

CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this MSA, please indicate by executing.

Very truly yours,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, L.L.C.

CRI Advisors, LLC

CRI ADVISORS, LLC

Signature

Mike R. Perez, City Manager

<signature>

<sign date>

Authorized Signer on behalf of CITY OF MISSION



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024
PRESENTED BY: Cesar Torres, Chief of Police
AGENDA ITEM: Approval of a budget amendment for gym equipment for the Mission Police Department, totaling \$26,079.98, using state forfeiture funds - Torres

NATURE OF REQUEST:

The Mission Police Department is seeking authorization to purchase gym equipment for the police department, as the current gym equipment is outdated or defective. This purchase would be made with state forfeiture funds from different authorized vendors. The purchase of wrestling/MMA mats from AK Athletic Equipment INC (vendor #60495) totals \$1,894.17. The purchase of strength training and conditioning gym equipment and rubber flooring from 360 Sports LLC (vendor #60490) totals \$24,185.81. The total expense for all the gym equipment, using state forfeiture funds, is \$26,079.98.

BUDGETED: No **FUND:** Police Dept Special State **ACCT. #:** 10-410-74950

BUDGET: \$26,079.98 **EST. COST:** \$26,079.98 **CURRENT BUDGET BALANCE:** _____

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval.

Departmental Approval: Finance, Purchasing _____

Advisory Board Recommendation: N/A _____

City Manager's Recommendation: Approval *MRP* _____

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



EXX

S P O R T

FITNESS DONE RIGHT

From :

David Cantu

116 South Ware Road, McAllen, TX, USA

McAllen, TX 78501 US

david@360sportsproducts.com

[+1 956 928 1777](tel:+19569281777)

To :

Guilherme Dacosta

US

gdacosta0742@missiontx.us

+1 956 651 0951

Quote # QUO-2230

Date: October 18, 2024

Expiration Date: November 17, 2024

[Download](#)

Suggested Retail

1 ×

3x3 24' Wallmounted Rig By 360 Sports
\$1,939.69 per unit

CTHW-24-8

x3 Pair J-Cups

x6 108" Uprights

x3 43" Crossmembers

x8 70" Crossmembers



\$2,281.99

(-15%) \$1,939.69

3x3 24' Wallmounted Rig By 360 Sports
\$1,939.69 per unit

CTHW-24-8

\$2,281.99

(-15%) \$1,939.69

x3 Pair J-Cups

x6 108" Uprights

x3 43" Crossmembers

x8 70" Crossmembers



1 x

Dip Station Attachment for 2x3 Rack By 360 Sports
\$169.99 per unit

FW-1015DIP



\$169.99

Dip Station Attachment for 2x3 Rack By 360 Sports
\$169.99 per unit

FW-1015DIP

\$169.99



1 x

Notorious Pantera X-One Home Gym
\$3,439.99 per unit

TZ-Q1035

Dimensions (LxWxH): 7.5x6x7.5ft

Total Weight: 1115lbs

Weigh of Machine: 505lbs

Weight Stacks: 220lbs ea

ALL-IN-ONE WORKOUT STATION: This complete training system features an innovative structure that combines arm and leg stations for strengthening different muscle groups and executing comprehensive workouts, limiting the need to switch between gym equipment.

ALL-STEEL CONSTRUCTION: This commercial equipment is made with a heavy-duty steel frame reinforced with a durable powder coated finish. It utilizes sturdy aircraft cable with a tensile strength of 2,000lb that's guaranteed to withstand intense long-lasting use

OLYMPIC FREE-WEIGHT RACK: Engage in intense weightlifting or strength training right in the comfort of your home! Let you organize weights/barbells on the machine for easy accessibility. (Included 220lb weight stack each side)

Includes:

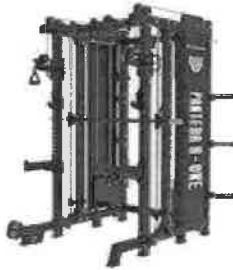
Smith Machine

Half Rack (J-Cups x2, Safety Arms x2)

Dual Adjustable Pulleys/Functional Trainer (x2 Nylon Handles)

Pull-Up Bar

Landmine Attachment



\$4,299.99

(-20%) \$3,439.99

Notorious Pantera X-One Home Gym
\$3,439.99 per unit

TZ-Q1035

\$4,299.99

(-20%) \$3,439.99

Dimensions (LxWxH): 7.5x6x7.5ft

Total Weight: 1115lbs

Weight of Machine: 505lbs

Weight Stacks: 220lbs ea

ALL-IN-ONE WORKOUT STATION: This complete training system features an innovative structure that combines arm and leg stations for strengthening different muscle groups and executing comprehensive workouts, limiting the need to switch between gym equipment.

ALL-STEEL CONSTRUCTION: This commercial equipment is made with a heavy-duty steel frame reinforced with a durable powder coated finish. It utilizes sturdy aircraft cable with a tensile strength of 2,000lb that's guaranteed to withstand intense long-lasting use

OLYMPIC FREE-WEIGHT RACK: Engage in intense weightlifting or strength training right in the comfort of your home! Let you organize weights/barbells on the machine for easy accessibility. (Included 220lb weight stack each side)

Includes:

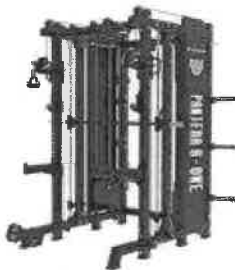
Smith Machine

Half Rack (J-Cups x2, Safety Arms x2)

Dual Adjustable Pulleys/Functional Trainer (x2 Nylon Handles)

Pull-Up Bar

Landmine Attachment



1 x

Combo Prone Leg Curl/Seated Extension Plate-Loaded By 360 Sports
\$950.00 per unit

FW-89

Dimensions: 28" x 25" x 68"

\$950.00

•

Combo Prone Leg Curl/Seated Extension Plate-Loaded By 360 Sports
\$950.00 per unit

FW-89

\$950.00

Dimensions: 28" x 25" x 68"

•

4 x

Concept 2 RowErg w/Standard Legs
\$1,145.00 per unit

2712

The Concept2 RowErg has long been recognized by rowers as the standard for indoor training. It delivers an effective cardiovascular workout that increases fitness levels and exercises every major muscle group. The RowErg is the same machine used by Olympic- and elite-level athletes to train for their sports, but can be used by everybody, no matter what workout experience you're after. The powerful Performance Monitor connects to a wide range of apps, and comes with a device holder that fits most mobile devices and tablets.

The RowErg is also available with tall legs, which place the seat at 20 inches (51 cm) from the floor. The higher seat is not required for taller users.

Width:24 in (61 cm)

Machine Weight: With standard legs: 57 lb (26 kg); with tall legs: 68 lb (31 kg)

Monitor: PM5

Overall Length:95 in (244 cm)

Seat Height: With standard legs: 14 in (36 cm) from floor; with tall legs: 20 in (51 cm) from floor

Maximum User Weight:500 lbs / 227 kg as tested by Concept2. 300 lbs / 135 kg



\$4,580.00

Concept 2 RowErg w/Standard Legs
\$1,145.00 per unit

2712

\$4,580.00

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Maximum User Weight:500 lbs / 227 kg as tested by Concept2. 300 lbs / 135 kg



1 x

Concept 2 BikeErg w/ PM5 Monitor
\$1,165.00 per unit

2900

The flywheel uses air resistance to create a smooth, quiet ride that responds to your efforts. The damper is your "gearing," allowing you to adjust the feel of your ride. Unlike most stationary bikes, the BikeErg has a clutch, so just like a real bike, when you stop pedaling, the flywheel keeps on spinning.

The sophisticated Performance Monitor gives you instantaneous workout feedback, with a wide variety of displays and workouts to choose from. The Performance Monitor is calibrated so you'll be able to directly compare your times and distances with other people, as well as track your progress.

Overall Length: 48 in (122 cm)

Width: 24 in (61 cm)

Seat Height Seat to Pedal range (approximately): 31–40.5 in (79–103 cm)

Crank Length: 170 mm

Q Factor: 15.5 cm

Maximum User Weight: 300 lb (136 kg)

Construction: Welded aluminum frame. Steel feet.

Finish: Black powder coat frame; gray anodized posts

Storage: Must be stored in its fully assembled state

Assembled: 48 in x 24 in (122 cm x 61 cm)

Machine Weight: 68 lb (31 kg)



\$1,165.00

Concept 2 BikeErg w/ PM5 Monitor
\$1,165.00 per unit

2900

\$1,165.00

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Finish: Black powder coat frame; gray anodized posts

Storage: Must be stored in its fully assembled state

Assembled: 48 in x 24 in (122 cm x 61 cm)

Machine Weight: 68 lb (31 kg)



4 x

Rogue Echo Bike
\$850.00 per unit

IP0822

The Rogue Echo Bike combines heavy-duty steel, precision engineering, and convenient customization to forge a stronger, sturdier fan bike.

- Patented Design
- Quality Steel Construction for Dependable Stability
- Height: 52.75" (to top of handles)
- Length: 58.875" (overall with seat in position furthest from fan cage)
- Width: 29.875" (at handles - widest point)
- Footprint: 44.5" x 23.75"
- LCD Console Display (Batteries Included) with customizable modes
- Belt Driven Steel Fan
- Adjustable Seat with 8 height and 5 front/back settings
- 1.5" diameter rubber grip handles
- Metal Pedals
- Texture Black powdercoat finish
- Rubber Leveling Feet
- All Hardware & Assembly Tools Included
- Weight: 127LB, 350LB weight limit



\$3,400.00

Rogue Echo Bike

\$850.00 per unit

IP0822

\$3,400.00

The Rogue Echo Bike combines heavy-duty steel, precision engineering, and convenient customization to forge a stronger, sturdier fan bike.

- Patented Design
- Quality Steel Construction for Dependable Stability
- Height: 52.75" (to top of handles)
- Length: 58.875" (overall with seat in position furthest from fan cage)
- Width: 29.875" (at handles - widest point)
- Footprint: 44.5" x 23.75"
- LCD Console Display (Batteries Included) with customizable modes
- Belt Driven Steel Fan
- Adjustable Seat with 8 height and 5 front/back settings
- 1.5" diameter rubber grip handles
- Metal Pedals
- Texture Black powdercoat finish
- Rubber Leveling Feet
- All Hardware & Assembly Tools Included
- Weight: 127LB, 350LB weight limit



1 ×

Glute Ham Developer By 360 Sports
\$807.50 per unit

PLR-776

Dimensions (L x W x H): 68 in x 58.5 in x 40 in (173 cm x 149 cm x 102 cm)

Recommended Live Area (D x W): 98 in x 58.5 in x 40 in (249 cm x 240 cm)

Weight: 318 lbs (144 kg)

Max Training Capacity: 360 lbs (163 kg)

Max User Weight: 350 lbs (158.8 kg)

Distance from Floor to Seat Pad: 16" (41 cm)

Foot Platform Angle: 15 Degrees



\$950.00

(-15%) \$807.50

Glute Ham Developer By 360 Sports
\$807.50 per unit

PLR-776

\$950.00

(-15%) \$807.50

Dimensions (L x W x H): 68 in x 58.5 in x 40 in (173 cm x 149 cm x 102 cm)

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Foot Platform Angle: 15 Degrees



1 ×

HM-185 FID Adjustable Bench By 360 Sports

\$403.75 per unit

HM-185

Net Weight: 84lbs

Gross Weight: 92lbs

Heavy duty adjustable training bench, the back has 7 adjustment levels and the seat has 3 adjustment levels. Some of the main features include the ability to store upright to save space, Transport wheels make it easy to move on the bench, and it can also be stored vertically to take up minimal space.

This bench is delivered almost completely assembled, set together with only 3 screws.



\$475.00

(-15%) \$403.75

HM-185 FID Adjustable Bench By 360 Sports
\$403.75 per unit

HM-185

\$475.00

(-15%) \$403.75

Net Weight: 84lbs

Gross Weight: 92lbs

Heavy duty adjustable training bench, the back has 7 adjustment levels and the seat has 3 adjustment levels. Some of the main features include the ability to store upright to save space, Transport wheels make it easy to move on the bench, and it can also be stored vertically to take up minimal space.

This bench is delivered almost completely assembled, set together with only 3 screws.



2 x

Notorious Flat Bench
\$110.49 per unit

OK9107N

Dimensions (LxWxH): 4x2x1.4'

Weight: 30lbs



\$259.98

(-15%) \$220.98

Notorious Flat Bench
\$110.49 per unit

OK9107N

\$259.98

(-15%) \$220.98

Dimensions (LxWxH): 4x2x1.4'

Weight: 30lbs



1 x

Set of Hex Rubber Dumbbell 5lbs to 100lbs
\$2,231.25 per unit

PD108-2100

2100lbs Total

- Contour Grip hard chrome handle allows for secure grip
- Color fills on numbers to quickly distinguish sizes
- Ideal for commercial and residential facilities

- Available in 5-100 in 5lb increments
- Also available in 3, 8 and 12lbs
- 2-Year full commercial warranty against breakage



\$2,625.00

(-15%) \$2,231.25

Set of Hex Rubber Dumbbell 5lbs to 100lbs
\$2,231.25 per unit

PD108-2100

\$2,625.00

(-15%) \$2,231.25

2100lbs Total

- Contour Grip hard chrome handle allows for secure grip
- Color fills on numbers to quickly distinguish sizes
- Ideal for commercial and residential facilities
- Available in 5-100 in 5lb increments
- Also available in 3, 8 and 12lbs
- 2-Year full commercial warranty against breakage



1 x

Eco EZ Curl Barbell 22lbs/10kg By 360 Sports
\$79.89 per unit

CB47

Finishes: Bright chrome

Bushing/Bearing: 2 bushings

Internal diameter: 28 mm

Weight: 8kg/18lbs

Capacity: 136kg/300lbs

Length: 47in/4ft

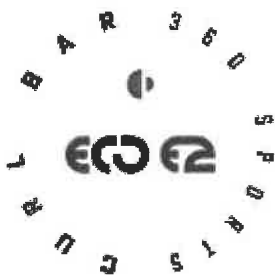
Ergonomic hand position.

This small tweak – hand placement & grip – will isolate specific muscle groups even more.

For intense, high-rep training, these bushings dramatically minimize friction to both provide a reliable spin and help extend the shelf life of the bar itself.

The bar sleeves are precision welded to eliminate failure.

The weld is semi-concealed to not interfere with plates resting flush against the sleeve collar.



\$93.99

(-15%) \$79.89

Eco EZ Curl Barbell 22lbs/10kg By 360 Sports
\$79.89 per unit

CB47

\$93.99

(-15%) \$79.89

Finishes: Bright chrome

Bushing/Bearing: 2 bushings

Internal diameter: 28 mm

Weight: 8kg/18lbs

Capacity: 136kg/300lbs

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The weld is semi-concealed to not interfere with plates resting flush against the sleeve collar.



2 x

Eco Barbell 35lbs/15kg By 360 Sports
\$127.49 per unit

ECO15KG

Material: Alloy Steel

Needle Bearing/Bushings: Bushings

Weight Capacity:1200lbs/545kgs

Shaft Coating: Black Oxide

Sleeve Coating: Chrome



\$299.98

(-15%) \$254.98

Eco Barbell 35lbs/15kg By 360 Sports
\$127.49 per unit

ECO15KG

\$299.98

(-15%) \$254.98

Material: Alloy Steel

Needle Bearing/Bushings: Bushings

Weight Capacity:1200lbs/545kgs

Shaft Coating: Black Oxide

Sleeve Coating: Chrome



3 x

Eco Barbell 45lbs/20kg By 360 Sports
\$135.99 per unit

ECO20KG

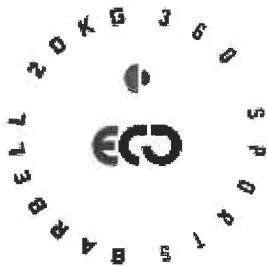
Material: Alloy Steel

Needle Bearing/Bushings: Bushings

Weight Capacity: 1000lbs/680kgs

Shaft Coating: Black Oxide

Sleeve Coating: Chrome



\$479.97

(-15%) \$407.97

Eco Barbell 45lbs/20kg By 360 Sports
\$135.99 per unit

ECO20KG

\$479.97

(-15%) \$407.97

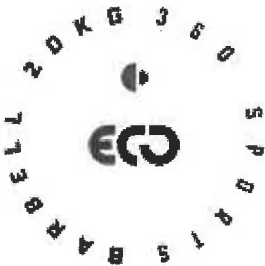
Material: Alloy Steel

Needle Bearing/Bushings: Bushings

Weight Capacity: 1000lbs/680kgs

Shaft Coating: Black Oxide

Sleeve Coating: Chrome



1 x

Hex Trap Barbell By 360 Sports
\$159.99 per unit

HEX56

Material: A3 steel

Finishes: bright chrome

Internal diameter: 28 mm

Length: 1420mm

Tolerance: $\pm 1\%$

Capacity: 500 lbs

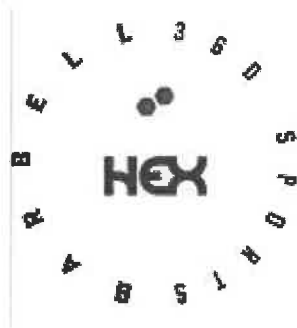
This hex bar is strong and sturdy and able to withstand a consistent beating without getting damaged or simply falling apart.

Hex bars are perfect as you can grip heavy loads without tiring out your grip.

For intense, high-rep training, these bushings dramatically minimize friction to both provide a reliable spin and help extend the shelf life of the bar itself.

The bar sleeves are precision welded to eliminate failure.

The weld is semi-concealed to not interfere with plates resting flush against the sleeve collar.



\$199.99

(-20%) \$159.99

Hex Trap Barbell By 360 Sports
\$159.99 per unit

HEX56

\$199.99

(-20%) \$159.99

Material: A3 steel

Finishes: bright chrome

Internal diameter: 28 mm

Length: 1420mm

Tolerance: $\pm 1\%$

Capacity: 500 lbs

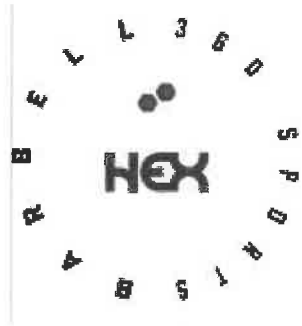
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The weld is semi-concealed to not interfere with plates resting flush against the sleeve collar.



1 x

Northern Lights Farmers Walk Handles
\$179.89 per unit

BBOFARMWALK

- For use with 2" Olympic plates only
- Grip Diameter: 1.25"
- Grip Length: 9.5"
- Steel Construction
- Length: 60" (5')
- Inside Length: 36"
- Collar Area: 12" x 2.0" Diameter
- Weight: 16.5 lbs per handle



\$199.88

(-10%) \$179.89

Northern Lights Farmers Walk Handles
\$179.89 per unit

BBOFARMWALK

\$199.88

(-10%) \$179.89

- For use with 2" Olympic plates only
- Grip Diameter: 1.25"
- Grip Length: 9.5"
- Steel Construction
- Length: 60" (5')
- Inside Length: 36"
- Collar Area: 12" x 2.0" Diameter
- Weight: 16.5 lbs per handle



1 x

Axle Bar 7'
\$71.99 per unit

Weight

22lbs

Length

7'

Length Between the Collars

52"

Loadable Sleeve Length

15.75"

Diameter

2"



\$79.99

(-10%) \$71.99

Axle Bar 7'
\$71.99 per unit

\$79.99

(-10%) \$71.99

Weight

22lbs

Length

7'

Length Between the Collars

52"

Loadable Sleeve Length

15.75"

Diameter

2"



4 x

Foam Plyo Box 3 in 1 (20x24x30in) By 360 Sports
\$151.99 per unit

OK0049E-1

Dimensions (LxWxH): 20x24x30"

Weight: 62lb



\$759.96

(-20%) \$607.97

Foam Plyo Box 3 in 1 (20x24x30in) By 360 Sports
\$151.99 per unit

OK0049E-1

\$759.96

(-20%) \$607.97

Dimensions (LxWxH): 20x24x30"

Weight: 62lb



2 x

Gym Rings By 360 Sports
\$42.49 per unit

GR02



\$99.98

(-15%) \$84.98

Gym Rings By 360 Sports
\$42.49 per unit

GR02

\$99.98

(-15%) \$84.98



2 x

Heavy Sandbag 150lbs
\$60.00 per unit

Sand NOT included.

\$120.00

Heavy Sandbag 150lbs
\$60.00 per unit

\$120.00

Sand NOT included.

2 x

Heavy Sandbag 100lbs
\$55.00 per unit

Sand NOT included.

\$110.00

Heavy Sandbag 100lbs
\$55.00 per unit

\$110.00

Sand NOT included.

1 x

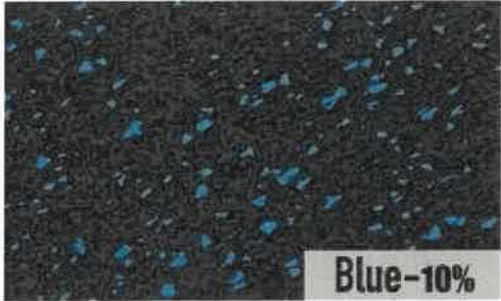
Rubber Flooring 10% Blue 8mm Roll 200sqft
\$600.00 per unit

RRR101X

Dimensions: 4x50ft

Coverage: 200sqft

Thickness: 8mm / 5/16in



\$600.00

Rubber Flooring 10% Blue 8mm Roll 200sqft
\$600.00 per unit

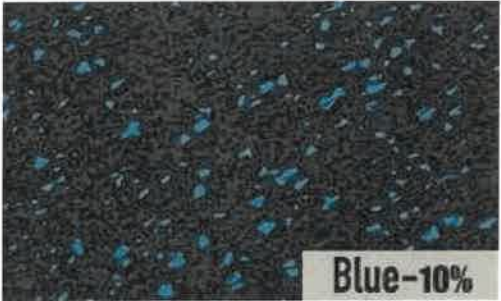
RRR101X

\$600.00

Dimensions: 4x50ft

Coverage: 200sqft

Thickness: 8mm / 5/16in



1 x

Freight / Delivery / Set up
\$2,200.00 per unit

\$2,200.00

Freight / Delivery / Set up
\$2,200.00 per unit

\$2,200.00
Subtotal



Total \$24,185.81
 \$24,185.81
 Deposit required
 (100%)\$24,185.81

Terms and Conditions

AGREEMENT: These terms and conditions account for a continuing sale agreement between 360 Sports LLC and Buyer for all products, parts and/or services.

DELIVERY/INSTALLATION: 360 Sports LLC and external third-party shall **not** be liable for any damages, consequential or incidental towards service area(s), animal(s), child(ren) and property. Buyer shall not be subject to fees or price increase as a result of 360 Sports LLC failure to meet original delivery/installation date. Delays on delivery/installation made by Buyer's request or failure to take action may result in fees and/or price adjustments. Lead times apply, depending on product(s) purchased by Buyer. Lead times will be explained to the Buyer before purchasing the product(s). Client is **responsible** for ensuring job site is clean, clear and ready for install. Electrical requirements must be met and on at time of install. During delivery/installation services, **no more** than 1 person other than service crew is allowed in the area if any lack of space is concerned. Extra labor and/or services are subject to fees. **NO** animals, **NO** children are allowed in the delivery/installation areas. Installation confirmed 3-5 days prior to residential delivery and 7-10 days prior to commercial delivery. Additional fees will apply for storage, trip fees and changes after confirmation.

FULL/PARTIAL SHIPMENTS: As products ordered by Buyer become available, 360 Sports LLC offer partial shipment. If Buyer agrees to accept partial shipments, an invoice for products on partial shipment will be made. The Buyer is still responsible to receive the remainder shipment unless canceled or any order change(s) made. A freight charge (if applicable) will be invoiced for the remainder shipment. Shipping rates are subject to change.

PAYMENT: 360 Sports LLC shall invoice the Buyer for the purchase of product(s) bought, shipped and/or services. The invoice shall include charges (as applicable) taxes, handling fees, freight (if needed) and/or delivery/installation (*not included if third-party is in charge for the service*). All amounts specified on the invoice shall be paid within the time frame offered from the date of the invoice. 360 Sports LLC requires a 50% deposit before picking up and deliveries or installations are made. Custom orders require a 30% deposit. Payments not made by Buyer on or before the due date shall bear interest at 3% per month. The Buyer is responsible for all applicable sales and taxes for the purchase of product(s). Taxes are included in sales *unless* Buyer presents a valid tax exemption certificate.

If Buyer pays with a check and the check bounces, Buyer is obligated to pay a fee of \$25 to 360 Sports LLC. The fee covers charges made by the bank and 360 Sports LLC.

* mats

Item 43.

ESTIMATE

AK Athletic Equipment Inc.
8015 Howe Industrial Pkwy
Canal Winchester, OH 43110

sales@akathletics.com
+1 (800) 431-4372
www.akathletics.com



Bill to
Mission Police Department

Ship to
Mission Police Department
956.651.0951
Guilherme Da Costa

Estimate details

Estimate no.: 12774
Estimate date: 10/21/2024
Expiration date: 11/22/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		WRESTLING CUSTOM MAT 1.38	ROLL-UP WRESTLING/MMA MAT 1 3/8" THICK X 20'x20' blue no circles and no lines	1	\$1,599.00	\$1,599.00
2.		FREIGHT CHARGE	FREIGHT CHARGE	1	\$240.00	\$240.00
3.		AK ATHLETICS PROCESSING FEE	3% PROCESSING FEE- This processing fee is applied to all orders due to cybersecurity costs and increased labor to process manual orders.	1	\$55.17	\$55.17

Total \$1,894.17

Expiry date 11/22/2024

Accepted date

Accepted by

CITY OF MISSION BUDGET AMENDMENT REQUEST

FISCAL YEAR: 2024-2025
DATE: December 16, 2024
DEPARTMENT: Police
FUND: State Sharing

BA-25-11

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE (DECREASE)	PROPOSED BUDGET
10-410-74950	Machinery and Equipment	-	26,079.98	26,079.98
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL		-	26,079.98	26,079.98

JUSTIFICATION

To allocate funding to purchase gym equipment for the police department.

Finance Director: Vidal Roman

Date: 12/16/2024

City Council Approved on: _____

Date Posted: _____



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

PRESENTED BY: Susana De Luna, Interim Planning Director

AGENDA ITEM: Preliminary Plat Approval: Conway Village Subdivision, Being 19.118 acre tract of land out of Lot 36-6, West Addition to Sharyland Subdivision, Suburban E.T.J., Developer: Rimaga, LLC, Engineer: Lopez Engineering Designs, LLC - De Luna

NATURE OF REQUEST:

On December 4, 2024, the Planning and Zoning Commission held a Public Hearing to consider the Preliminary & Final Plat Approval for Conway Village Subdivision. The subject site is located on the southwest corner of W. St. Francis and Conway Avenue. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Staff recommends approval subject to: 1) Payment of Capital Sewer Recovery Fee; 2) Payment of Park Fee; 3) Meeting City’s Model Subdivision Rules; and 4) Compliance with County Planning Department

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager’s Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

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

Conway Village Subdivision
 Being 19.118-acre tract of land out of Lot 36-6,
 West Addition to Sharyland Subdivision
 Suburban E.T.J.
 Developer: Rimaga, LLC
 Engineer: Lopez Engineering Designs, LLC

REVIEW DATA**PLAT DATA**

The proposed subdivision is on the southwest corner of W. St. Francis and Conway Ave.-S.H. 107 (Mission Suburban ETJ) — see vicinity map. The developer is proposing a (36) thirty-six lot duplex/fourplex subdivision that will include (1) one commercial lot and (1) one detention pond — see plat for actual dimensions, square footages, and land uses.

WATER

The water CCN belongs to Sharyland Water Supply Corp (SWSC). The developer is proposing to connect to an existing 12” water line located along the south side of W. St. Francis Ave. and along the west side of Conway Ave. – S.H. 107 to provide water service to each lot. There are 6 fire hydrants proposed to be used as filling stations via direction of the Fire Marshal’s office.

SEWER

An internal 8” sewer line system will provide sewer service to all the lots as it ties into an existing 12” sanitary sewer line south along the west side of N. Conway Ave. (S.H. 107). The Capital Sewer Recovery Fee is required at \$670.00 per lot and \$750 per ac. for commercial lots which equates to \$26,797.50.

\$24,120.00 + \$2,677.50 (\$670.00 x 36 lots + \$750.00 x 3.57 ac.).

STREETS & STORM DRAINAGE

All internal streets are 32’ Back-to-Back within a 50’ Right of Way. There will be 2 access points both from W. St. Francis Ave.

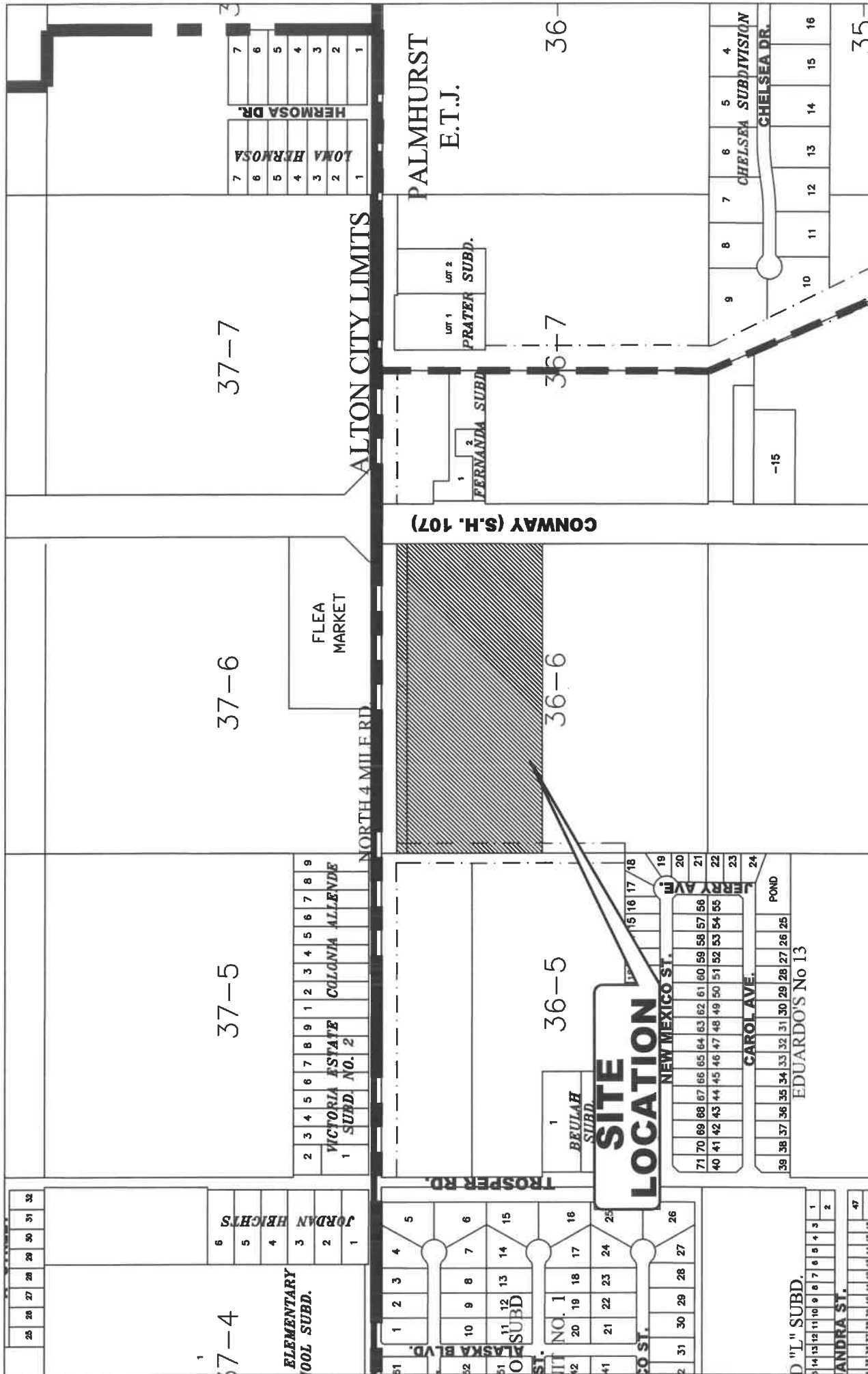
After development, the detention required will be 3.46 ac ft. which is based on a 50-yr storm event. The onsite detention channel will discharge into the ROW of N. Conway Ave. (S.H. 107). This ditch is owned by H.C.D.D. #1. The City Engineer has reviewed and approved the drainage report.

OTHER COMMENTS

- Installation of Street Lighting as per City Standards
- Payment of Park fees
- Must comply with all other Format Findings

RECOMMENDATION

This project was previously approved by P&Z on April 2024. Since then the owner changed engineering firm and initiated a new application. Staff has no objection therefore recommends approval subject to payment of Capital Sewer Recovery fee, payment of Park Fee, meeting City’s Model Subdivision Rules, and compliance with County Planning Department requirements.

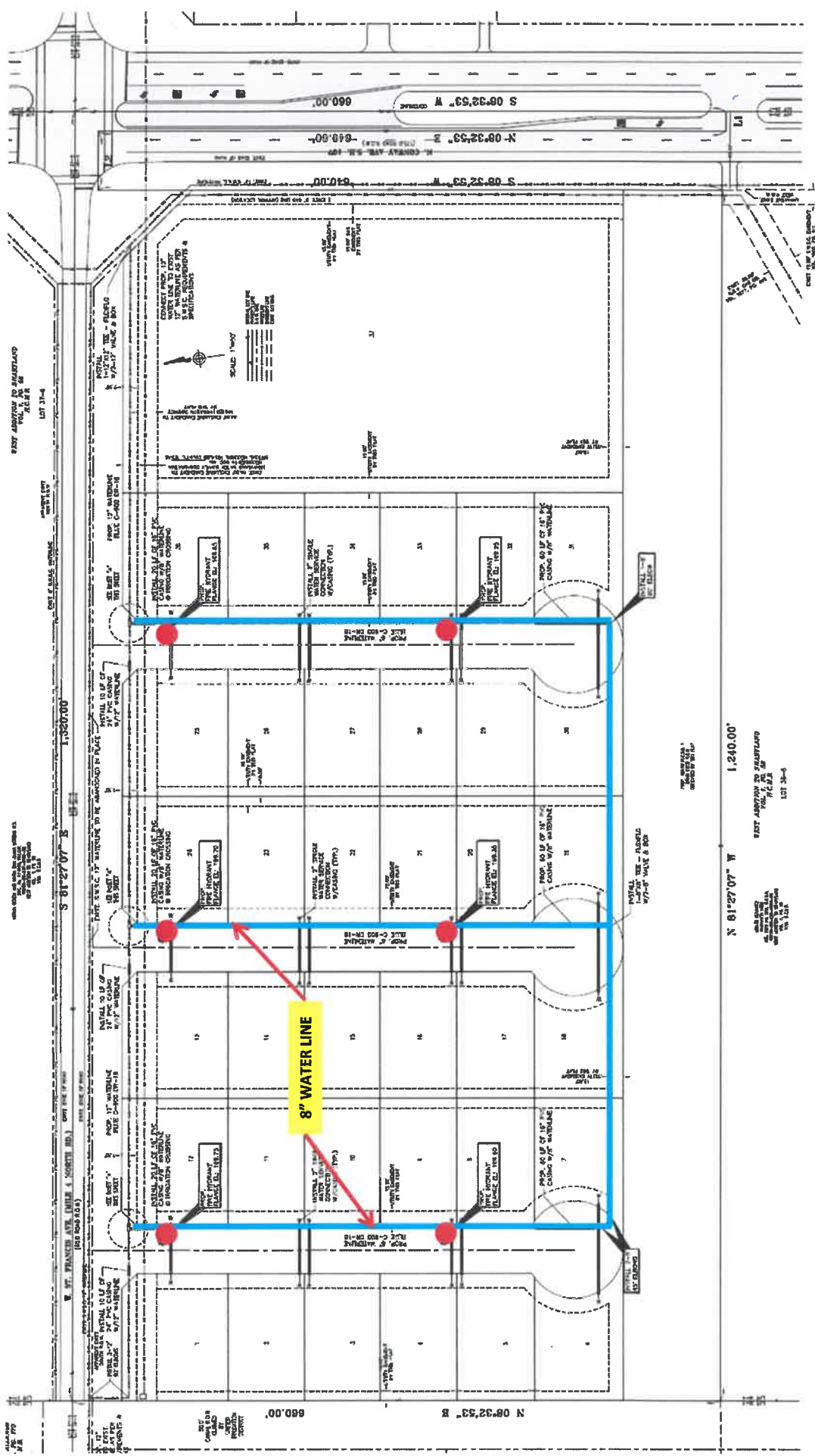


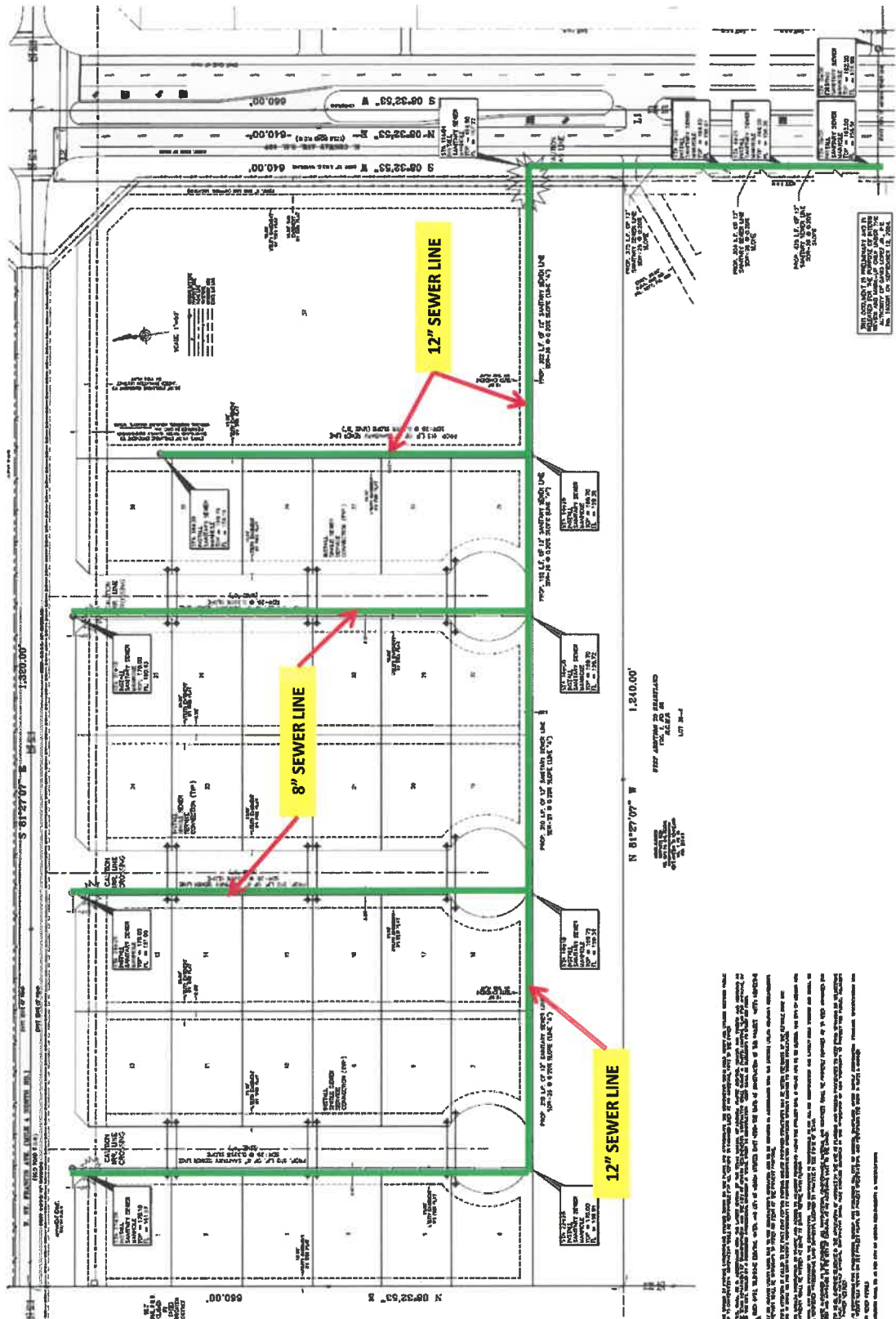
CITY OF MISSION
 HIDALGO COUNTY, TEXAS
 1201 E. 8th Street
 MISSION, TX 78572
 PH: (956) 580-8672
 FAX: (956) 580-8680

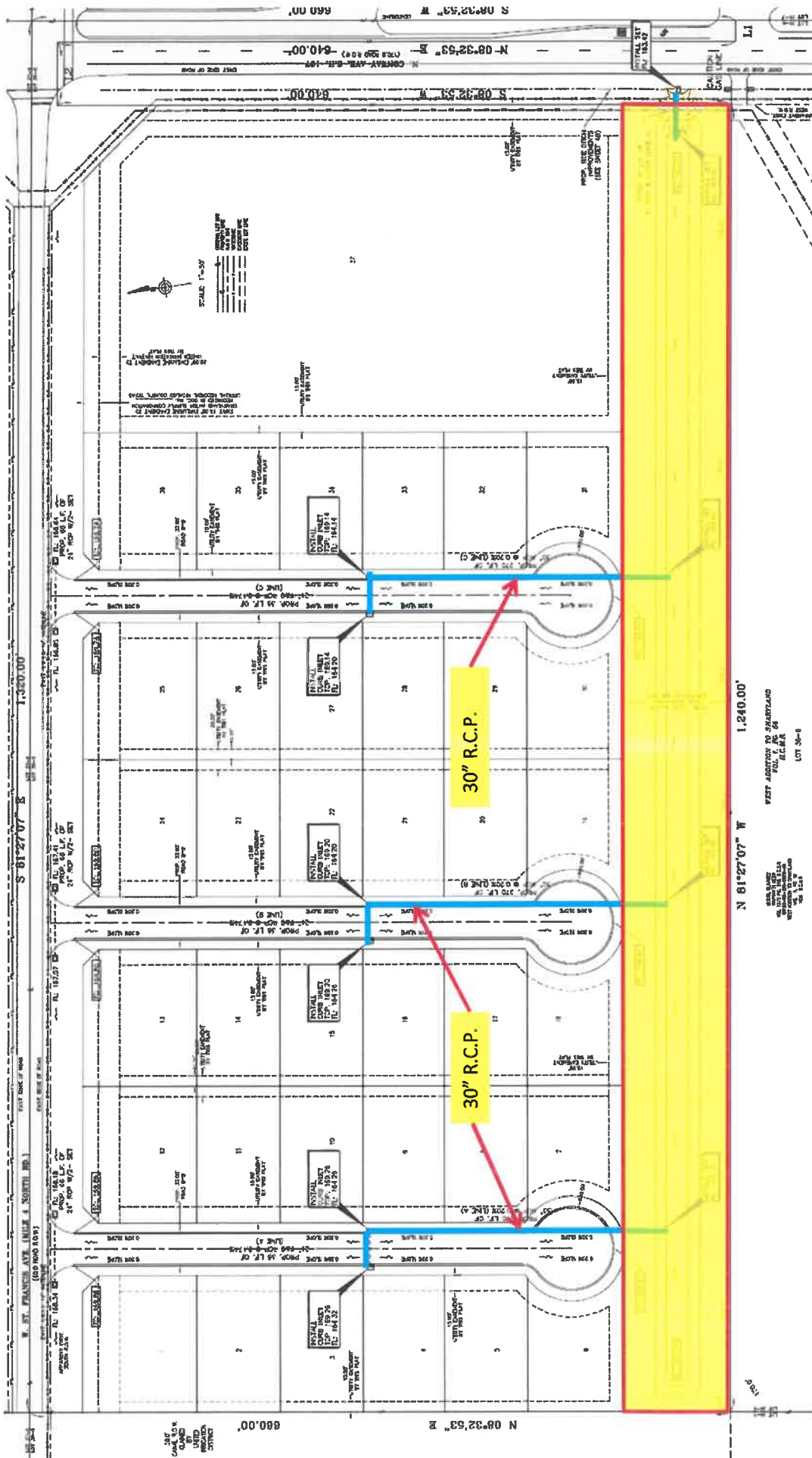
Item 44.

No.









**DRAINAGE REPORT
FOR
CONWAY VILLAGE SUBDIVISION
CITY OF MISSION**

PROJECT LOCATION

The proposed Conway Village Subdivision is a 19.118-acre tract of land out of Lot 36-6, West Addition to Sharyland Subdivision, as per map recorded in Volume 1, Page 56 Map Records of Hidalgo County, Texas. It is physically located at the Southwest corner of West Saint Francis Avenue and North Conway Avenue (FM 107) in the Mission, Texas.

FLOOD PLAIN

This tract of land is located within Zone "C" according to FIRM Flood Insurance Rate Map Community Panel 480334 0400 C, dated November 16, 1982. Zone "C" are areas of minimal flooding (No Shading).

SOIL CONDITIONS


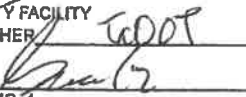
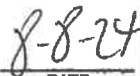
According to the soil survey report for Hidalgo County by the U.S.D.A. Soil Conservation Service, there is (3) Brennan fine sandy loam, (25) Hidalgo fine sandy loam, and (28) Hidalgo Sandy Clay. The (3) Brennan fine sandy loam, (25) Hidalgo fine sandy loam, and (28) Hidalgo Sandy Clay Loam soils are within Hydrological Group B. Soil (28) are made up of Fine Sandy Loam (SC-SM), Sandy Clay Loam (SC) and Clay Loam (CL). These soils have a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture or fine texture. These soils have a slow rate of transmission. Plasticity Index has a range of 1-8 for the Fine Sandy Soil and 11-22 for the Sandy Clay Loam. Natural slopes are of 0 to 1 percent.

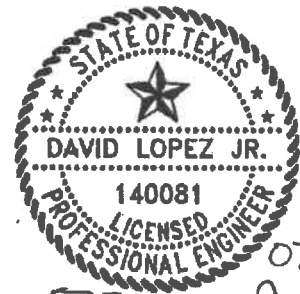
EXISTING CONDITIONS

Existing on the proposed site is open grassland with brush. The site has a very slight slope from west to southeast. The existing R.O.W. North Conway Avenue (FM 107) has an existing ditch that flows south towards 3 Mile Road. The existing runoff for the proposed subdivision is $Q=10.74 \text{ ft}^3/\text{sec}$ based on a 10-year storm.

PROPOSED CONDITIONS

The entire subdivision being 19.118 acres with Lot 1-36 being 15.5 acres being multi-family and Lot 37 being 3.62 acres being commercial. After development, the runoff will increase to $Q=68.76 \text{ ft}^3/\text{sec}$ as calculation show, the detention required will be 150,839 ft^3 or 3.46 Ac-Ft. These calculations were based on a 50-year storm event. Detention required for Lot 1-36 is 122,281 ft^3 and Lot 37 is 28,558 ft^3 with onsite detention channel that will discharge into the the R.O.W. of North Conway Avenue (FM 107). This ditch is owned by H.C.D.D. #1. Cross sections and earthwork quantities of the proposed construction of the ditch channel widening are attached.

<input type="checkbox"/> REJECTED	
<input checked="" type="checkbox"/> APPROVED FOR SUBMITTAL	
<input checked="" type="checkbox"/> TO H.C. PLANNING DEPT.	
<input checked="" type="checkbox"/> TO CITY	
<input checked="" type="checkbox"/> DISCHARGE PERMIT REQUIRED	
<input checked="" type="checkbox"/> DISTRICT FACILITY	
<input type="checkbox"/> CITY FACILITY	
<input checked="" type="checkbox"/> OTHER	
H.C.D.D. NO. 1	DATE



07/12/24




CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

PRESENTED BY: Susana De Luna, Interim Planning Director

AGENDA ITEM: Preliminary Plat Approval: Bellwood Manor Subdivision, A tract of land containing 26.79 acres of land being part or portion of Lot 39, Lot 40, Lot 41, and a 70.00' strip of canal Right-of-Way between Lot 40 and Lot 41, Bell-Woods Company's Subdivision "C", R-2, Developer: DS3 Development, LLC, Engineer: S2 Engineering, PLLC - De Luna

NATURE OF REQUEST:

On November 20, 2024, the Planning and Zoning Commission held a Public Hearing to consider the Preliminary & Final Plat Approval for Bellwood Manor Subdivision. The subject site is located on the East side of N. Trospen Road approximately 1,970' North of W. Mile 2 Road There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Staff recommends approval subject to: 1.) Payment of Capital Sewer Recovery Fee's; 2) Payment of Park Fee's; 3) Provide Water District Exclusion, and 4) Conveyance or Payment of Water Rights.

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ITEM # 3.0**PRELIMINARY & FINAL
PLAT APPROVAL:**

Bellwood Manor Subdivision
 A tract of land containing 26.79 acres of land
 being part or portion of Lot 39, Lot 40, Lot 41, and
 a 70.00' strip of canal Right-of-Way between Lot 40
 and Lot 41, Bell-Woods Company's Subdivision "C"
 R-2
 Developer: DS3 Development, LLC
 Engineer: S2 Engineering, PLLC

REVIEW DATA**PLAT DATA**

This subdivision is located on the East side of N. Troser Rd. approximately 1,970' North of W. Mile 2 Road. — **see vicinity map.** Bellwood Manor Subdivision is a proposed 70-Lot Duplex-Fourplex residential development — see plat for actual dimensions, square footages, and land uses.

WATER

The developer is proposing to connect from an existing 8" water line located along the east side of N. Troser Road and looped with a proposed 8" water line to the water system of Amber Groves Estates Subdivision which is prepped with a flush valve that will be removed. Each lot will be serviced by a 2" water line to accommodate each duplex-fourplex. They are proposing 7 fire hydrants as via direction of the Fire Marshal's office. — **see utility plan**

SEWER

Wastewater service will connect to an existing 8" PVC sanitary sewer line by a proposed MH with a drop structure along the East side N. Troser Rd. ROW at 2 different locations. An internal 8" sewer line system will provide 6" sewer service to all the lots. The Capital Sewer Recovery Fee is required at \$670.00/Lot which equates to \$46,900.00 (\$670.00 x 70 lots).

STREETS & STORM DRAINAGE

Access to the subdivision will be from N. Troser Road thru 2 streets intersections. The proposed internal streets will be 37' Back-to-Back within 60' Right of Ways.

The site is in a Zone "C" according to the FEMA FIRM Community Panel No. 480334 0400 C, map revised dated November 16, 1982. Defined as area of minimal flooding. In accordance with the County of Hidalgo's drainage requirements, 135,765.75 cu. ft. of runoff detention will need to be detained for a 50year storm event. Storm water surface runoff will be intercepted by proposed type "A" curb inlets which will outfall into a proposed detention facility. This system will bleed out into the City of Mission system at the existing 10-yr storm event runoff to ensure no increase of runoff. The City Engineer has reviewed and approved the drainage report.

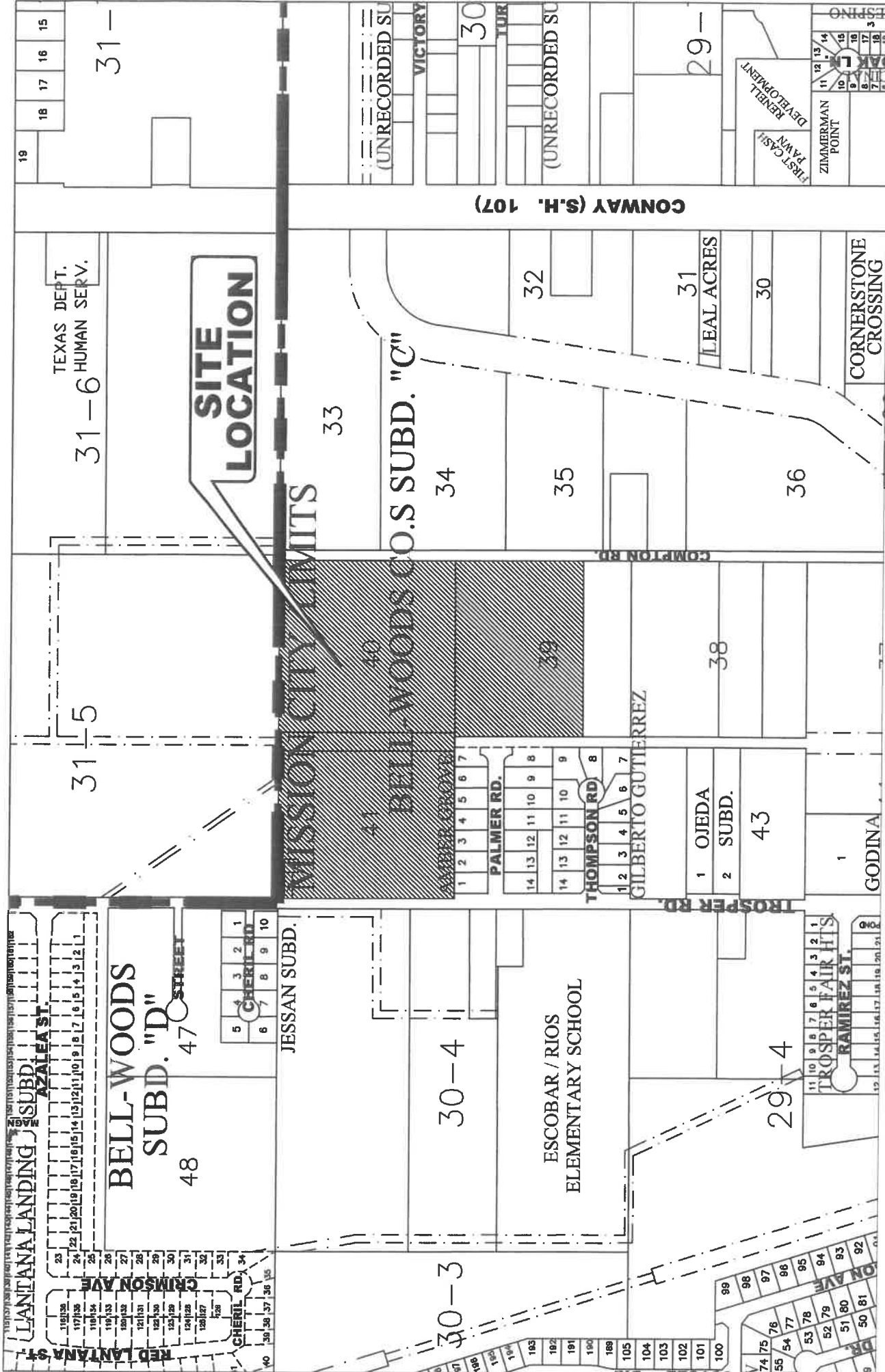
OTHER COMMENTS

- Water District Exclusion
- Conveyance or Payment of Water Rights
- Escrow Park fees (70 lots x 4 units x \$500 = \$140,000.00)
- Installation of Street Lighting as per City Standards
- Must Comply with all other format findings

RECOMMENDATION

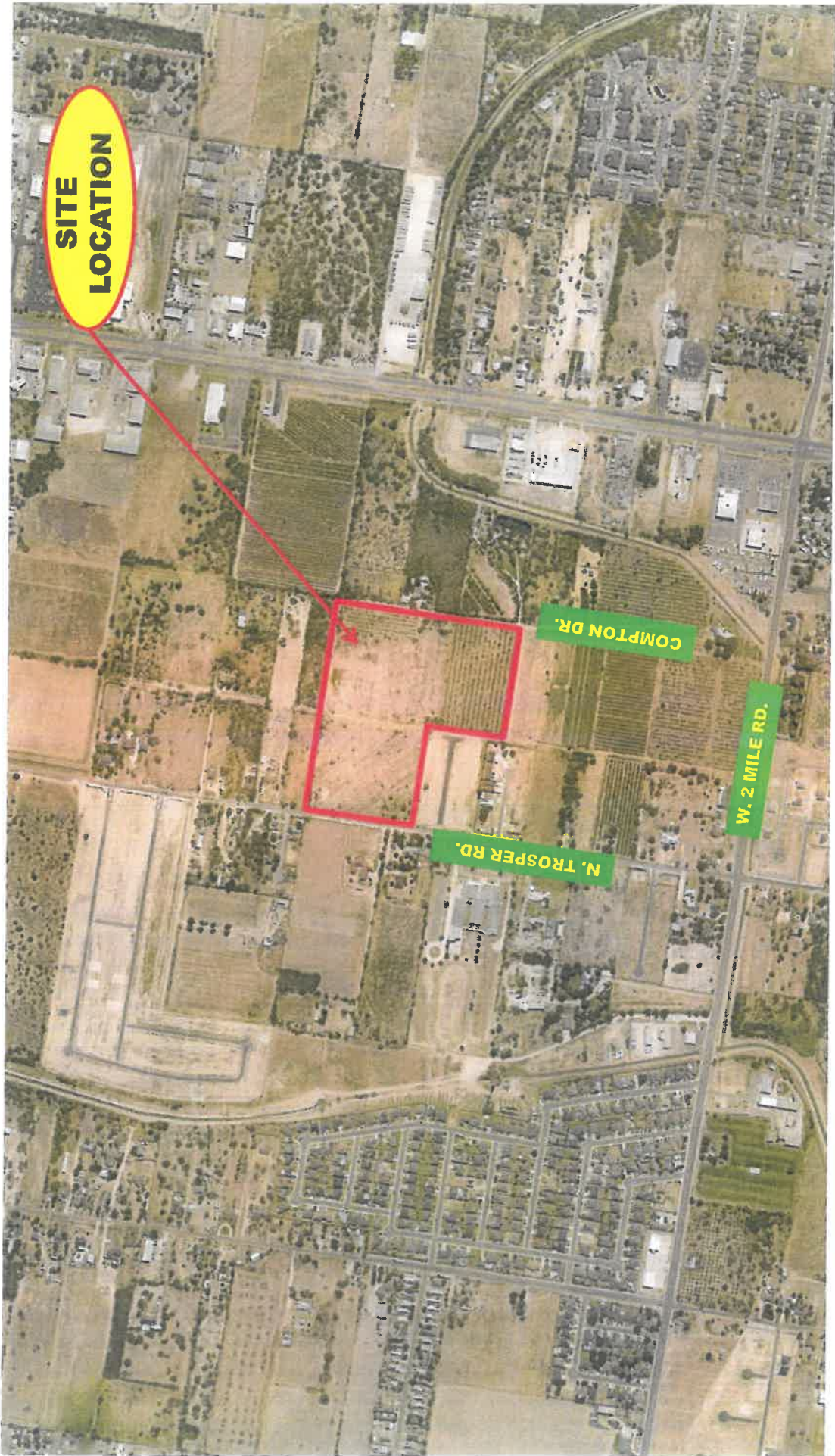
Staff recommends approval subject to:

1. Payment of Capital Sewer Recovery Fee's
2. Payment of Park Fee's
3. Provide Water District Exclusion, and
4. Conveyance or Payment of Water Rights



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

Item 45.



SUBDIVISION PLAT OF:

BELLWOOD MANOR

A TRACT OF LAND CONTAINING 26.79 ACRES OF LAND, SITUATED IN HIDALGO COUNTY, TEXAS, BEING PART OR PORTION OF LOT 39, LOT 40, LOT 41 AND A BELLWOODS COMPANY HIGHWAYS-WAY BETWEEN LOT 40 AND LOT 41,...

LEGAL AND BOUNDARY

A TRACT OF LAND CONTAINING 26.79 ACRES OF LAND, SITUATED IN HIDALGO COUNTY, TEXAS, BEING PART OF LOT 41, BELLWOODS COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AND BEING PART OF...

THENCE S 27° 24' E, AT A DISTANCE OF 340.00 FEET, PASS A 3" IRON ROD WITH A PLASTIC CAP AT THE POINT OF BEGINNING (POB) TO THE POINT OF BEGINNING OF SAID ROAD, A 30' WIDE...

THENCE S 27° 24' E, ALONG THE CORNER LINE OF SAID SUBDIVISION TRACT, AND SAID ROAD FROM THE POINT OF BEGINNING TO THE POINT OF BEGINNING OF SAID ROAD, A 30' WIDE...

THENCE S 27° 24' E, ALONG THE CORNER LINE OF SAID SUBDIVISION TRACT, AND SAID ROAD FROM THE POINT OF BEGINNING TO THE POINT OF BEGINNING OF SAID ROAD, A 30' WIDE...

THENCE S 27° 24' E, ALONG THE CORNER LINE OF SAID SUBDIVISION TRACT, AND SAID ROAD FROM THE POINT OF BEGINNING TO THE POINT OF BEGINNING OF SAID ROAD, A 30' WIDE...

THENCE S 27° 24' E, ALONG THE CORNER LINE OF SAID SUBDIVISION TRACT, AND SAID ROAD FROM THE POINT OF BEGINNING TO THE POINT OF BEGINNING OF SAID ROAD, A 30' WIDE...

THENCE S 27° 24' E, ALONG THE CORNER LINE OF SAID SUBDIVISION TRACT, AND SAID ROAD FROM THE POINT OF BEGINNING TO THE POINT OF BEGINNING OF SAID ROAD, A 30' WIDE...

THENCE S 27° 24' E, ALONG THE CORNER LINE OF SAID SUBDIVISION TRACT, AND SAID ROAD FROM THE POINT OF BEGINNING TO THE POINT OF BEGINNING OF SAID ROAD, A 30' WIDE...

THENCE S 27° 24' E, ALONG THE CORNER LINE OF SAID SUBDIVISION TRACT, AND SAID ROAD FROM THE POINT OF BEGINNING TO THE POINT OF BEGINNING OF SAID ROAD, A 30' WIDE...

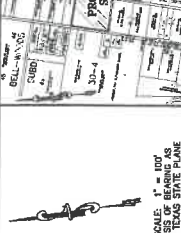
THENCE S 27° 24' E, ALONG THE CORNER LINE OF SAID SUBDIVISION TRACT, AND SAID ROAD FROM THE POINT OF BEGINNING TO THE POINT OF BEGINNING OF SAID ROAD, A 30' WIDE...

THENCE S 27° 24' E, ALONG THE CORNER LINE OF SAID SUBDIVISION TRACT, AND SAID ROAD FROM THE POINT OF BEGINNING TO THE POINT OF BEGINNING OF SAID ROAD, A 30' WIDE...

THENCE S 27° 24' E, ALONG THE CORNER LINE OF SAID SUBDIVISION TRACT, AND SAID ROAD FROM THE POINT OF BEGINNING TO THE POINT OF BEGINNING OF SAID ROAD, A 30' WIDE...

THENCE S 27° 24' E, ALONG THE CORNER LINE OF SAID SUBDIVISION TRACT, AND SAID ROAD FROM THE POINT OF BEGINNING TO THE POINT OF BEGINNING OF SAID ROAD, A 30' WIDE...

THENCE S 27° 24' E, ALONG THE CORNER LINE OF SAID SUBDIVISION TRACT, AND SAID ROAD FROM THE POINT OF BEGINNING TO THE POINT OF BEGINNING OF SAID ROAD, A 30' WIDE...



SCALE: 1" = 100' BASED ON BEARING AS SHOWN ON THE SURVEY INSTRUMENT RECORDS HAD EX. SOUTH ZONE 4205

GENERAL NOTES: 1. THE PROPERTY IS TO BE DIVIDED INTO LOTS AS SHOWN ON THIS PLAT AND THE SEPARATE PLATS THEREON...

2. THE CENTER OF THE LOT, ELEVATION SHALL BE EIGHTEEN (18) FEET ABOVE THE TOP OF CURB AS MEASURED AT THE CORNER OF THE LOT...

3. ALL BUILDINGS SHALL BE SET BACK FROM THE FRONT OF THE LOT BY A DISTANCE OF TEN (10) FEET...

4. A 4" IRON ROD SHALL BE SET AT THE CORNER OF EACH LOT AS SHOWN ON THIS PLAT AND THE SEPARATE PLATS THEREON...

5. THE FRONT LOT ELEVATION SHALL NOT BE EXCEEDED IN FEET ABOVE THE TOP OF CURB AS MEASURED AT THE CORNER OF THE LOT...

6. NO ACCESS TO OR FROM ANY LOT SHALL BE MADE FROM THE STREET TO THE INTERIOR OF ANY LOT...

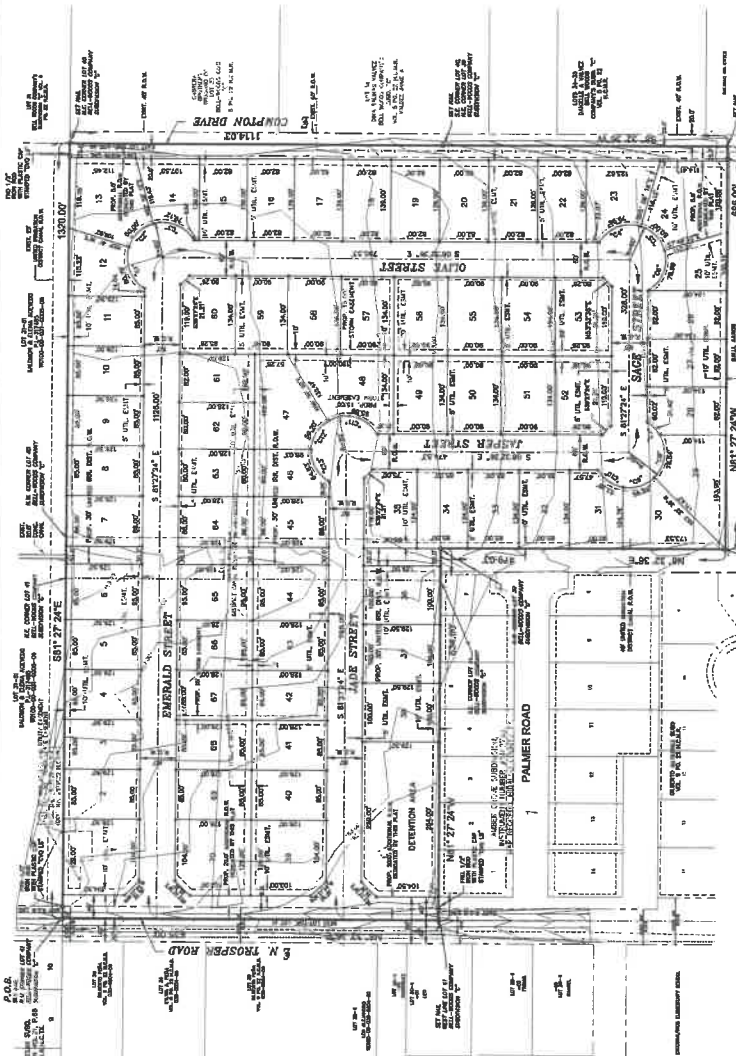
7. ALL UTILITIES SHALL BE PLACED UNDER THE ROADWAY AND SHALL BE DEEP ENOUGH TO PREVENT DAMAGE TO THE ROADWAY...

8. THE FRONT LOT ELEVATION SHALL NOT BE EXCEEDED IN FEET ABOVE THE TOP OF CURB AS MEASURED AT THE CORNER OF THE LOT...

9. NO ACCESS TO OR FROM ANY LOT SHALL BE MADE FROM THE STREET TO THE INTERIOR OF ANY LOT...

10. ALL UTILITIES SHALL BE PLACED UNDER THE ROADWAY AND SHALL BE DEEP ENOUGH TO PREVENT DAMAGE TO THE ROADWAY...

11. THE UNDERSIGNED ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT...



AREA LOTS table with columns: LOT NO., AREA, and COMMENTS.

DRIVE DATA table with columns: CURVE, POINTS, BEARING, DISTANCE, CHORD, CURVE DATA.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1: THIS PLAT IS HEREBY APPROVED BY THE BOARD OF DIRECTORS OF SAID DISTRICT...

NOTARY PUBLIC - STATE OF TEXAS: I, [Notary Name], do hereby certify that the above and foregoing is a true and correct copy of the original...

DATE OF PREPARATION: 11-09-2024

STATE OF TEXAS COUNTY OF HIDALGO: I, the undersigned engineer, do hereby certify that the above and foregoing is a true and correct copy of the original...

PLANNING & ZONING COMMISSION: I, the undersigned, a licensed professional engineer in the State of Texas, do hereby certify that the above and foregoing is a true and correct copy of the original...

STATE OF TEXAS COUNTY OF HIDALGO: I, the undersigned, a licensed professional engineer in the State of Texas, do hereby certify that the above and foregoing is a true and correct copy of the original...

PLANNING & ZONING COMMISSION: I, the undersigned, a licensed professional engineer in the State of Texas, do hereby certify that the above and foregoing is a true and correct copy of the original...

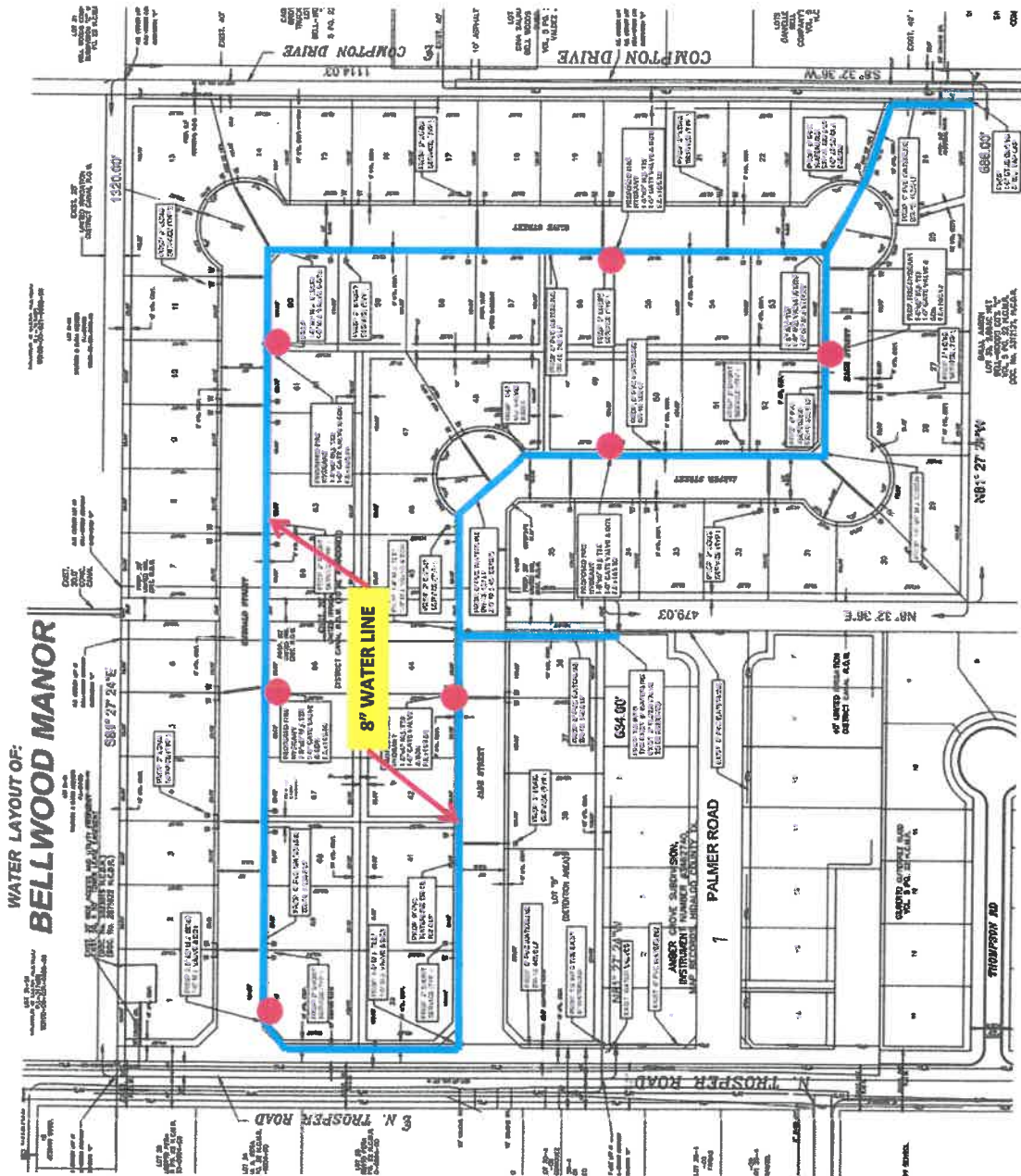
STATE OF TEXAS COUNTY OF HIDALGO: I, the undersigned, a licensed professional engineer in the State of Texas, do hereby certify that the above and foregoing is a true and correct copy of the original...

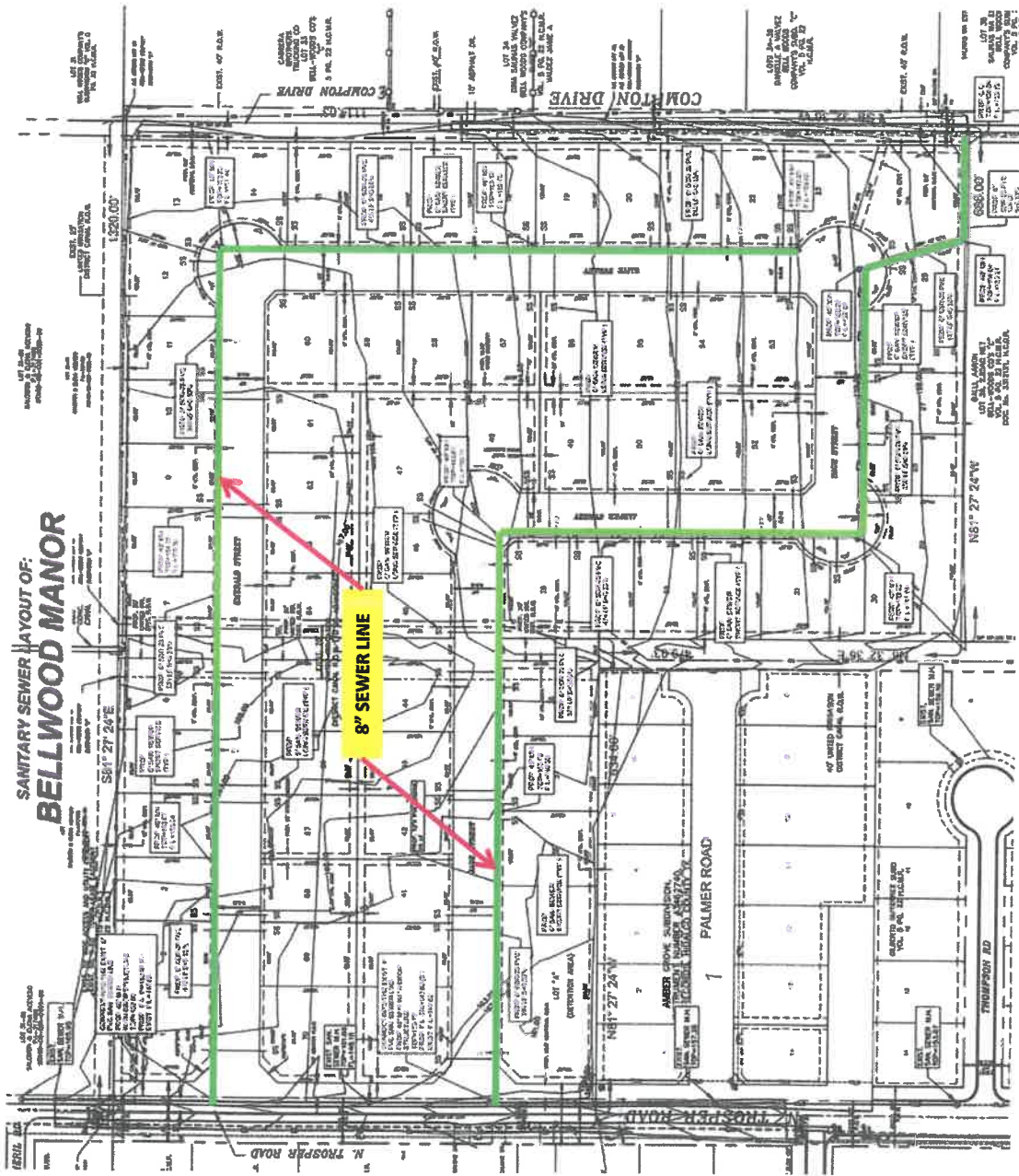
NEIGHBOR CONTACTS: MRS. DINA VALDEZ, MRS. JOSE N. SALAZAR, P.E., D.P.A., MRS. JOSEPHINE WYATT, MRS. JACQUELINE WYATT, MRS. JACQUELINE WYATT...

SHEET NO. 2 OF 13 SHEETS

DATE OF PREPARATION: 11-09-2024

S2 ENGINEERING, PLLC CIVIL ENGINEERING & LAND SURVEYING 12000 GRIFFIN PARKWAY, AUSTIN, TX 78750





DRAINAGE STATEMENT

Bellwood Manor Subdivision

Mission, Texas




Bellwood Manor Subdivision is a proposed 70-lot single family subdivision in the city of Mission, Tx. Located on the east side of Trospen Rd. and approximately 1,970 ft north of W Mile 2 Rd. This tract of land containing 26.79 acres of land, situated in Hidalgo County, Texas, being part or portion of lot 39, lot 40, lot 41 and a 70.00 strip of canal right-of-way between lot 40 and lot 41, Bell-Woods Company's subdivision "C", Hidalgo County, Texas, map s subdivision "C", Hidalgo County, Texas, map reference: Volume 5, page 22, map records, Hidalgo County, Texas.

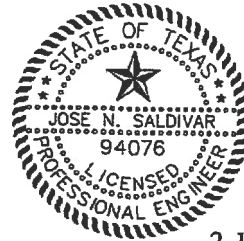
The proposed subdivision is in Zone "C" (No shading) according to the FEMA FIRM Community Panel No. 480334 0400 C, map revised dated November 16, 1982. Defined as area of minimal flooding.

According to the Soil Survey Report prepared for Hidalgo County by the USDA Natural Resources Conservation Service, the site consists of Hidalgo sandy clay loam (28); hydrologic group B. Brennan fine sandy loam (4); hydrologic group B. Hidalgo fine sandy loam (25); hydrologic group B. Cuevitas-Randado complex (51); hydrologic group D.

The existing runoff sheet flows overland towards Trospen Rd and runs south to a drop inlet. Said drop inlet is located on the West side of Trospen Rd. approximately 500ft south of proposed subdivision. There is currently no apparent drainage system other than natural overland flow. Based on the Rational Method and the attached calculations, an existing 10-year storm event generates 23.00 cfs of runoff. The proposed runoff after development is 121.57 cfs for a 50-year storm event. The proposed project will have an approximate increase of 98.57 cfs of storm runoff for a 50-year storm event.

In accordance with the county of Hidalgo's drainage requirements, 135,765.75cubic feet (5,028.36 cubic yard) of runoff detention will need to be detained for a 50-year storm event. Runoff will be detained by proposed detention pond which will be maintained by Bellwood Manor HOA. The development surface is to be graded to direct storm water surface runoff towards proposed paved curb and gutter streets. Said storm water surface runoff will be intercepted by proposed type "A" curb inlets to be installed at appropriate locations. Curb inlets will be connected to an appropriately sized drain pipeline system, which will out fall into a proposed detention facility. This system will bleed out into City of Mission system at the existing 10-year storm event runoff to ensure no increase of runoff.

<input type="checkbox"/> REJECTED	
<input checked="" type="checkbox"/> APPROVED FOR SUBMITTAL	
<input type="checkbox"/> TO H.C. PLANNING DEPT.	
<input checked="" type="checkbox"/> TO CITY	
<input checked="" type="checkbox"/> DISCHARGE PERMIT REQUIRED	
<input type="checkbox"/> DISTRICT FACILITY	
<input checked="" type="checkbox"/> CITY FACILITY	
<input type="checkbox"/> OTHER _____	
<u>Alexis Lozano</u>	<u>2/28/24</u>
H.C.D.D. NO. 1	DATE



2-14-24

Jose N. Saldivar, P.E.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024
PRESENTED BY: Susana De Luna, Interim Planning Director
AGENDA ITEM: Request by Half Associates to establish a development bond for the Anzalduas Logistics Center to enable recording process of the subdivision without having all the utilities completed – De Luna

NATURE OF REQUEST:

On December 4, 2024, staff received a request by Angelica Neira- Project Manager of Half Associates to have the City Council consider allowing her to establish a development bond for Anzalduas Logistics Center in lieu of installing utilities prior to recording. The purpose of getting the plat recorded is so that they can construct the building and do the infrastructure at the same time.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



December 4, 2024

City of Mission
Planning and Zoning Department
Attn: Gabriel Ramirez
1201 E 8th St
Mission, Texas

Re: Request to record Anzalduas Logistics Center- Bond Submittal.

Dear Mr. Ramirez,

On behalf of our client, Halff Associates respectfully requests that the City of Mission proceed with recording the above-mentioned subdivision by providing a bond in lieu of installing utilities prior to recording. This approach would allow for timely progress while ensuring that all necessary provisions are in place.

We appreciate the city's consideration of this request and look forward to your positive response.

Sincerely,
HALFF

A handwritten signature in blue ink, appearing to read "Angelica Neira", with a flourish at the end.

Angelica Neira
Project Manager, EIT



AVO: 59301.001

Date: 12/03/2024

ANZALDUAS LOGISTICS CENTER- MISSION, TEXAS

PUBLIC IMPROVEMENTS-ENGINEERS OPINION OF PROBABLE CONSTRUCTION COST

Waterline Improvements					
ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1	12" PVC C900 DR18 (including misc fittings)	LF	725	\$ 60.00	\$ 43,500.00
2	8" PVC C900 DR18 (including misc fittings)	LF	1764	\$ 45.00	\$ 79,380.00
3	6" PVC C900 DR18 (including misc fittings)	LF	105	\$ 35.00	\$ 3,675.00
4	Connecting to Existing Water	EA	2	\$ 5,000.00	\$ 10,000.00
5	12" Pipe Boring, Drilling and Jacking	LF	86	\$ 1,500.00	\$ 129,000.00
5	Trench Protection	LF	2410	\$ 5.00	\$ 12,050.00
6	Fire Hydrant Assembly	EA	3	\$ 10,000.00	\$ 30,000.00
Waterline Improvements Total =					\$ 307,605.00

Drainage Improvements					
ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1	8" Sloped End Treatment	EA	4	\$ 3,500.00	\$ 14,000.00
2	8" Gasket Sealed RCP (Class III)	LF	120	\$ 45.00	\$ 5,400.00
3	Trench Protection	LF	120	\$ 5.00	\$ 600.00
4	Connect to Existing Drainage System	EA	4	\$ 6,000.00	\$ 24,000.00
Drainage Improvements Total =					\$ 44,000.00

TOTAL =	\$ 351,605.00
----------------	----------------------

Notes:

This statement was prepared utilizing standard cost estimate practices. It is understood and agreed that this is an estimate only and that the Engineer shall not be held liable to the Owner or third party for any failure to accurately estimate the cost of the project or any part thereof. This statement was developed based of 2024 first quarter average bids. Due to the pandemic, the industry is noticing major changes for material between each quarter of the year therefore unit cost should be evaluated every 3 to 6 months to determine if unit cost are still applicable.



November 21, 2024

Mr. Mike Perez, City Manager
City of Mission
1201 E. 8th Street
Mission, TX 78572

Dear Mr. Perez,

I am writing to request establishing a development bond for The Industrial Park at Anzalduas Ph II Subdivision Improvements. This will enable the recording process of the subdivision without having all the infrastructure completed.

Enclosed, you will find a comprehensive construction cost estimate outlining the improvements for this project. See below summary of the estimate:

Total Construction: \$174,249.50 (see attached estimate)

Thank you for your attention to this matter. I am eager to work together to enhance our City's infrastructure and make Mission an even better place to live.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Bruno Castillo', is written over a horizontal line.

Bruno Maximiliano Castillo, President
Union Design Developers



BOND NO. **022240328**
INITIAL PREMIUM: \$3,485.00
SUBJECT TO RENEWAL.

SUBDIVISION IMPROVEMENTS PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Union Design Developers, L.P., as Principal,
and The Ohio Casualty Insurance Company, a corporation organized and doing business under and by
virtue of the laws of the State of New Hampshire and duly licensed to conduct a general surety business
in the State of Texas as Surety, are held and firmly bound unto
City of Mission, 1201 E 8th Street, Mission, TX 78572
as Obligee, in the sum of One Hundred Seventy-four Thousand Two Hundred Forty-nine Dollars And Fifty Cents
(\$174,249.50), for which payment,
well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement with said Obligee to:
Construct Anzalduas Industrial Park Phase 2 Subdivision Improvements per South Texas Infrastructure Group Cost Estimate Dated
September 24, 2024.

NOW THEREFORE, the condition of this obligation is such, that if the above Principal shall well and truly perform said agreement
during the original term thereof, this obligation shall be void, otherwise it shall remain in full force and effect.


IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said
Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Grapevine,
Texas, this 29th day of October, 2024.

“PRINCIPAL”


“SURETY”

Union Design Developers, L.P.
By: Union Design Developers Management, L.L.C.

The Ohio Casualty Insurance Company

BY: 
Bruno M. Castillo, Member

BY: 
Courtney Peck, Attorney-in-Fact

BY: 
Luis R. Castillo, Member





Liberty Mutual Surety
 Attention: LMS Claims
 PO Box 34526
 Seattle, WA 98124
 Phone: (206) 473-6210
 Fax: (866) 543-6873
 Email: HOSCL@libertymutual.com
 www.LibertyMutualSuretyClaims.com

TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
 1-866-600-0461

You may also write to:

Liberty Mutual Surety Claims
 PO Box 34526
 Seattle, WA 98124

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
 1-800-252-3439

You may write the Texas Department of Insurance Consumer Protection (111-1A)
 P. O. Box 149091
 Austin, TX 78714-9091
 FAX: (512) 490-1007
 Web: <http://www.tdi.texas.gov>
 E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-252-3439. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

NP 70 68 09 01
 LMS-15292 10/15

TEXAS AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
 1-866-600-0461

Usted tambien puede escribir a:

Liberty Mutual Surety Claims
 PO Box 34526
 Seattle, WA 98124

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al
 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)
 P. O. Box 149091
 Austin, TX 78714-9091
 FAX # (512) 490-1007
 Web: <http://www.tdi.texas.gov>
 E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Item 47.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208984-987658

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lisa Rockett; Courtney Peck

all of the city of Grapevine state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of November, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 9th day of November, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of October, 2024.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Recording Escrow

November 5, 2024

City of Mission
Planning and Zoning Department
1201 E. 8th St.
Mission, TX 78572

RE: Request to Record The Reserve on Taylor Subdivision – Escrow Amount / Letter of Credit

Dear Ms. Luna,

On behalf of our client, Elite Development 786 LLC, we respectfully request the City's approval to proceed with recording The Reserve on Taylor Subdivision by providing surety bond in the amount of \$16,600.00 to cover the remaining amount of construction, and furthermore the 50% Engineer's Opinion of Probable Construction Cost (EOPCC) for 22nd Street.

We appreciate the City's consideration of this request and are committed to meeting all regulatory obligations in support of the project's success. Should any other items be required to move forward with recording, please feel free to reach out with any questions or to discuss any further documentation that may be required.

Sincerely,

A handwritten signature in blue ink, appearing to read "Emigdio Salinas".

Emigdio Salinas, P.E.
M2 Engineering, PLLC
Firm No. F-19545

☎ 956-600-8628
✉ milo@m2-engineers.com
📍 m2engineers.com



M2
Engineering, PLLC

ITEM NO.	DESCRIPTION	UNIT	EST. QNTY.	UNIT PRICE	TOTAL PRICE
9.9 Acre - The Reserve on Taylor Subdivision					
General Project					
1-1	Furnish and Install Stop Sign w/Street Names	EA	1	\$ 1,500.00	\$ 1,500.00
Total General Project					\$ 1,500.00
Water					
2-1	Furnish and Install Water Meter Boxes at Short Service Connections	EA	14	\$ 300.00	\$ 4,200.00
2-2	Furnish and Install Water Meter Boxes at Long Service Connections	EA	16	\$ 300.00	\$ 4,800.00
2-3	Adjust Fire Hydrant Flanges to TOC	EA	3	\$ 450.00	\$ 1,350.00
Total Water Improvements					\$ 10,350.00
Sewer					
3-1	Adjust Manhole Tops to Finish Grade	EA	3	\$ 750.00	\$ 2,250.00
Total Sewer Improvements					\$ 2,250.00
Drainage					
4-1	Regrading of Detention Ponds	LS	1	\$ 2,500.00	\$ 2,500.00
Total Drainage Improvements					\$ 2,500.00
Total Construction Improvements					\$ 16,600.00



11-5-2024



M2
Engineering, PLLC

ITEM NO.	DESCRIPTION	UNIT	EST. QNTY.	UNIT PRICE	TOTAL PRICE
22nd Street Engineer's Opinion of Probable Construction Cost					
General Project					
Drainage					
4-1	Connect to Exist. Storm Drain System along 22nd Street to Prop. Structures	EA	2	\$ 3,500.00	\$ 7,000.00
4-2	Furnish and Install 24-inch RCP Storm Line	LF	80	\$ 65.00	\$ 5,200.00
4-3	Furnish and Install Storm Drain Curb Inlet	EA	4	\$ 4,750.00	\$ 19,000.00
Total Drainage Improvements				\$	31,200.00
Paving Improvements					
5-1	Place 2-inch Hot Mix Asphalt Concrete Type "D" (2-inch compacted thickness) to a width of 37-ft B-B	SY	4820	\$ 17.00	\$ 81,940.00
5-2	8-inch Compacted Caliche Base, (8-inch compacted thickness)	SY	5686	\$ 12.00	\$ 68,232.00
5-3	8-inch Compacted Sub-Grade	SY	5686	\$ 6.50	\$ 36,959.00
5-4	Prime Coat (MC-30) (0.2 GAL/SY)	GAL	964	\$ 6.00	\$ 5,784.00
5-5	Construct 24" Reinforced Concrete Curb and Gutter	LF	2560	\$ 15.00	\$ 38,400.00
Total Paving Improvements				\$	231,315.00
Total Construction Improvements				\$	262,515.00
Total Construction Improvements @ 50% of the Roadway				\$	131,257.50



10-29-24



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

PRESENTED BY: Kenia Gomez, Media Relations Director

AGENDA ITEM: Authorize to enter into a Personal Services Contract under Tex. Local Gov't Code 252.022(a)(4) with Decibel Communications for services related to the 2025 City of Mission State of the City Address in the amount of \$59,800 to be paid for with sponsorship proceeds – K. Gomez

NATURE OF REQUEST:

Seeking authorization to enter into a Personal Services Contract with Decibel Communications. Decibel Communications will provide labor, materials, and equipment for the Mayor's State of the City Address, covering event design, production, and visual content, while contributing creative ideas for the theme, design, and strategy.

BUGETED: Yes **FUND:** General **ACCT. #:** 01-300-33217

BUDGET: \$ 100,000 **EST. COST:** \$0 **CURRENT BUDGET BALANCE:** \$ 100,000

BUGETED: Yes **FUND:** General **ACCT. #:** 01-417-94806

BUDGET: \$ 100,000 **EST. COST:** \$59,800 **CURRENT BUDGET BALANCE:** \$ 100,000

BID AMOUNT: \$

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

**CONTRACT BY AND BETWEEN
CITY OF MISSION, TEXAS AND
DECIBEL COMMUNICATIONS**

This Contract is made and entered by and between Decibel Communications, a company authorized to conduct business in the State of Texas, (hereinafter, “Contractor”) and the City of Mission, Texas, a home-rule municipal corporation (hereinafter, the “City”). For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**SECTION 1:
SCOPE OF SERVICES**

Contractor shall provide all labor, supervision, materials and equipment necessary for the Mayor’s State of the City Address, including but not limited to event design, content production, event production, and visual content, from conceptualization to execution, while also serving as a creative partner by brainstorming and developing ideas for the theme, design, and overall event strategy. These services shall be provided in accordance with the Scope of Services proposal presented by Decibel Communications, a copy of which is attached hereto and incorporated herein as Exhibit “A”. This Contract consists of this written agreement and Exhibit A. These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to this written agreement, then to Exhibit A.

**SECTION 2:
TERM OF CONTRACT**

The Term of this Contract shall commence upon the Effective Date provided herein and shall expire upon completion of the Scope of Services provided herein, but not later than April 14, 2025.

**SECTION 3:
WARRANTY**

Contractor warrants and covenants to the City that all services provided by Contractor, Contractor’s subcontractors, and agents under this agreement shall be free of defects and produced and performed in a skillful and workmanlike manner and shall comply with the specifications set forth in Exhibit “A”.

SECTION 4:

PAYMENT

Payment hereunder by the City for services provided by Contractor shall only be made according to the following:

1. All of Contractor's requests for payment(s) of services rendered under this Contract shall *only* be paid from Sponsorship Sales Deposits, as of the date of Contractor's payment request. All of Contractor's requests for payment(s) shall be submitted on or before April 14, 2025. Any requests by Contractor for payment submitted after that date shall not be eligible for payment from the City and shall be considered waived by the Contractor.
2. Payment to the contractor will be issued in three equal installments, distributed over the course of the contract as per the agreed schedule. The first payment will be no later than March 3, 2025, the second payment no later than March 24, 2025, and the final payment no later than April 14, 2025, after the completion of the event.
3. The Contractor agrees that the City will not be obligated to pay Contractor for any services rendered under this Contract from any city funds, other than Sponsorship Sale Deposits received by the City of Mission.
4. In all cases, Contractor agrees that the total compensation and consideration for its performance of the terms prescribed under this Contract shall not exceed \$59,800.00.

SECTION 5:

INDEMNIFICATION

CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH) PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT OR SUFFERED BY ANY PERSON OR PERSONS THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THESE TERMS OR PROVISIONS OF THE CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, INVITEES, OR ANY OTHER PERSONS OR ENTITIES WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY IN THIS PARAGRAPH SHALL NOT APPLY TO THE ANY LIABILITY RESULTING FROM THE SOLE GROSS NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY OF MISSION DOES NOT

WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

SECTION 6:

VENUE

The laws of the State of Texas, shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Hidalgo County, Texas, and that exclusive venue shall lie in Hidalgo County, Texas.

SECTION 7:

ASSIGNMENT AND SUBLETTING

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned or sublet without the prior written consent of City, and that no part or feature of the work will be sublet to anyone objectionable to City. Contractor further agrees that the subletting of any portion or feature of the work, equipment or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract.

SECTION 8:

INDEPENDENT CONTRACTOR

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

SECTION 9:

VAFFIDAVIT OF NO PROHIBITED INTEREST

Contractor acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest and has filed the same with either the City’s Purchasing Department and/or City Secretary.

SECTION 10:

SEVERABILITY

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

SECTION 11:

ENTIRE AGREEMENT

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

SECTION 12:

NOTICE

Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

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

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

If to Contractor: Decibel Communications
Neil Barraclough, Managing Partner

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

SECTION 13:

CONTRACT INTERPRETATION

Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.

SECTION 14:

SUCCESSORS AND ASSIGNS

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

SECTION 15:

AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

SECTION 16:

EFFECTIVE DATE

This Contract shall be effective from and after _____, 2024.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below.

CONTRACTOR:

DECIBEL COMMUNICATIONS

NEIL BARRACLOUGH, MANAGING PARTNER

CITY OF MISSION:

MIKE PEREZ, CITY MANAGER

CITY OF MISSION : STATE OF THE CITY 2025

Decibel Communications is honored to present a vision for producing the 2025 State of the City address for the City of Mission. We are committed to helping you identify a purpose-driven event theme that resonates with your audience and aligns with your goals. From conceptualization to execution, we will ensure that every element—visuals, content, production, and overall experience—works cohesively to amplify the theme’s message, creating an impactful and memorable event that drives meaningful engagement.

SCOPE OF WORK

QUOTE VALID UNTIL APRIL 14, 2025

LOCATION: Mission Event Center | DATE: Set up: Apr. 7+8 / Rehearsal: Apr. 9 / Event Day: Apr. 10

1. Screens and Visual Setup

- » On-Stage LED Screen: Provide and install multi-angle LED screen.
- » Design and Installation: Design, print, and install a custom stage backdrop, ensuring a visually striking and professional aesthetic.

2. Audio Equipment and Support

- » Audio Board: High-quality audio mixing board to manage all sound sources.
- » Speakers: PA system optimized for venue size and acoustics.
- » Audio Engineer: Dedicated professional to ensure seamless sound quality throughout the event.
- » Audio/Video Mult-Box: Allow local media to connect and capture event audio/video feed.

3. Lighting Design

- » Provide stage and show lighting tailored to the event's theme, ensuring dynamic visual engagement.

4. Video Production

- » Live Feed Production:
 - Five cameras (2 on gimbals) to capture the event from multiple angles.
 - Videographers stationed for optimal coverage.
 - Photographer for event photos
 - Technical Director to manage video switching, live feed, and playback.
 - Producer to oversee live feed production and TV requirements.
- » Pre-Event Video Production:
 - Shooting and editing of 2–3 videos for event promotion and display.
 - Drone footage for impactful visual storytelling.
 - Graphic Design: Creation of graphics for promotional materials and event displays.
- » Event Video Production:
 - Develop videos tied to event script: estimated 5 key videos (60-90sec) + 6 bumper (30-45sec) videos

5. Teleprompter Operations

- » One operator dedicated to managing the provided teleprompter to ensure smooth speaker delivery.
- » Includes set up and breakdown during rehearsals and main show.

CITY OF MISSION : STATE OF THE CITY

2025

6. Event Coordination and Crew Communication

- » Wireless Headsets: Real-time communication for production crew.
- » Acrylic Podium: Sleek podium for on-stage use.
- » Pipe and Drape: Coverage to conceal production setup space, ensuring a polished look.
- » Stage

We are committed to delivering an event that exceeds expectations and leaves a lasting impression. Please feel free to reach out for any clarifications or adjustments.

We look forward to partnering with you for a successful event!

Proposed Event Budget: \$59,800

PAYMENT TERMS

First Payment no later than March 3

Second Payment 24 March

Third Payment 14 April



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

PRESENTED BY: Anna Carrillo, City Secretary

AGENDA ITEM: Board Appointments – Ambulance Board, Building Board of Adjustments, Citizen Advisory Committee, Civil Service Commission, Keep Mission Beautiful Beautification Committee, Mission Economic Development Authority, Mission Economic Development Corporation, Mission Education Development Council, Mission Historic Preservation Commission, Ordinance Review Committee, Parks and Recreation Board, Planning and Zoning Commission, Shary Golf Course Advisory Board, Special Events & Entertainment Committee, Speer Memorial Library Board, Tax Increment Reinvestment Zone, Traffic Safety Committee, Youth Advocacy Advisory Board, and Zoning Board of Adjustments - Carrillo

NATURE OF REQUEST:

Attached is the list of Board and Committee Appointments along with the recommendations by Mayor Norie Garza

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *MRP*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____

FIRST NAME	LAST NAME	APPOINT/RE-APPOINT
City of Mission Boards & Committees		

AMBULANCE BOARD		
Rene	Lopez	Re-appoint
Victor	Fonseca	Re-appoint

BUILDING BOARD OF ADJUSTMENTS		
Abel	Beltran	Re-appoint
Victor	Meza	Re-appoint
Ken	Jones	Re-appoint

CITIZENS ADVISORY COMMITTEE		
Francisco	Cadena	Re-appoint
Marsha	Terry	Re-appoint
Zoreida	Lopez	Re-appoint
Lorenzo	Garza	Re-appoint
Roxanne	Mendez	Re-appoint

CIVIL SERVICE COMMISSION		
Leopoldo	Garza	Re-appoint

KEEP MISSION BEAUTIFUL BEAUTIFICATION COMMITTEE		
Lucille	Cavazos	Re-appoint
Lisa	Salinas	Re-appoint
Gavino	Garza	Toni Chapa
Roberto	Trevino, Jr.	Logan Dovalina
Mario	Cantu	Re-appoint

MISSION ECONOMIC DEVELOPMENT AUTHORITY		
Richard	Hernandez	Re-appoint
Estella	Saenz	Re-appoint
Jose	G. Vargas	Re-appoint
Deborah	Cordova	Re-appoint
ALTERNATE MAYOR POSITION		
Marissa	Gerlach	Re-appoint

MISSION ECONOMIC DEVELOPMENT CORP.		
Deborah	Cordova	Re-appoint
Estella	Saenz	Re-appoint
Julian	Alvarez	Re-appoint
Jose	G. Vargas	Re-appoint
Richard	Hernandez	Re-appoint
Carl	Davis	Re-appoint
ALTERNATE MAYOR POSITION		
Marissa	Gerlach	Re-appoint

MISSION EDUCATION DEVELOPMENT COUNCIL		
Deborah	Cordova	Re-appoint
Estella	Saenz	Re-appoint
Julian	Alvarez	Re-appoint
Jose	G. Vargas	Re-appoint
Richard	Hernandez	Re-appoint
Carl	Davis	Re-appoint
ALTERNATE MAYOR POSITION		
Marissa	Gerlach	Re-appoint

MISSION HISTORIC PRESERVATION COMMISSION		
Julie	Saenz	Re-appoint
Irma	Flores Lopez	Re-appoint
VACANT		Ruby Cardona
Ariel	King	Re-appoint

ORDINANCE REVIEW COMMITTEE		
Isauro	Trevino	Appoint
Dalia	Robinson Anser	Re-appoint
Ned	Sheats	Appoint

PARKS & RECREATION BOARD		
Karina	Garza	Gilbert Sotelo
Tony	Guerrero	Re-appoint

PLANNING & ZONING COMMISSION		
JD	Villarreal	Steven Alaniz
Diana	Izaguirre	Re-appoint
JD Villarreal does not wish to continue to serve		

SHARY GOLF COURSE ADVISORY BOARD		
Martin	Flores	Re-appoint
Javier	Barrera	Re-appoint
Carlo	Garza	Tom Lee

SPECIAL EVENTS & ENTERTAINMENT COMMITTEE		
Paola	Lopez	Re-appoint
Kay	Wolf	Re-appoint

SPEER MEMORIAL LIBRARY BOARD		
Lina Cantu	Cruz	Re-appoint
Rose Mary	Gallagher	Re-appoint
Mayra	Rocha	Re-appoint
Beth	Blanton	Jeff Taylor

TAX INCREMENT REINVESTMENT BOARD		
Aissa I.	Garza	Re-appoint
Ricardo	Perez	Andrew Riddle

TRAFFIC SAFETY COMMITTEE		
Brandon	Lau	Re-appoint
German	Reyna	Manuel Salinas

YOUTH ADVOCACY ADVISORY BOARD		
Scott	Meyer	Re-appoint
Christine	Barrera	Karina Garza
Nanette	Ortiz	re-appoint
Henry	Rodriguez	RESIGNED REMOVE POSITION
Jesse	Garcia	ABSENCES REMOVE POSITION

ZONING BOARD OF ADJUSTMENTS		
Alberto	Salazar	Re-appoint
Heraclio	Flores, Jr.	Re-appoint
William F.	Uckert	Re-appoint
Michael R.	De Leon	ABSENCES REMOVE POSITION
Romeo	Sanchez	REMOVE POSITION
Andrew C.	Riddle	APPOINTED TO TIRZ

ORDINANCE REVIEW COMMITTEE		
Isauro	Trevino	Appoint
Dalia	Robinson Anser	Re-appoint
Ned	Sheats	Appoint



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

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

AGENDA ITEM: Approval of Memorandum of Understanding between Mission EDC and the City of Mission related to Facility Maintenance Services for the CEED Building with respective budget amendment- Terrazas

NATURE OF REQUEST:

Mission EDC staff is requesting the Mayor's execution of a Memorandum of Understanding (MOU) concerning facility maintenance services for the CEED building. By approving this MOU, the City of Mission will allocate its maintenance staff to carry out general maintenance services including routine inspections, basic repairs, HVAC maintenance, floor care, minor plumbing and electrical issues, groundskeeping, building and safety checks, and exterior maintenance, along with other services as outlined in the MOU. Mission EDC will compensate the City of Mission with \$50,000 annually for these services, effective upon the execution of the MOU by both parties, with the agreement set to expire on September 30, 2025. The Mission EDC Board of Directors approved the MOU on November 13, 2024.

BUGETED: No **FUND:** General **ACCT. #:** 01-300-39020

BUDGET: \$0 **EST. COST:** \$50,000 **CURRENT BUDGET BALANCE:** \$0

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Approval

Departmental Approval: Finance

Advisory Board Recommendation:

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

MEMORANDUM OF UNDERSTANDING
By and Between the CITY OF MISSION, TEXAS,
And the MISSION ECONOMIC DEVELOPMENT CORPORATION

The Memorandum of Understanding (this “MOU”) is by and between the **CITY OF MISSION, TEXAS** (the “City”) and **MISSION ECONOMIC DEVELOPMENT CORPORATION** (“MEDC”). The City and MEDC are collectively referred to herein as the Parties.

- I. **PURPOSE.** The Parties have determined that it is in their mutual interests for the Facilities Department of the City to work with MEDC to provide facility maintenance and management services for the Mission CEED Building located at 801 Bryan Road, Mission, Texas 78572 (the “CEED Building”).
- II. **RESPONSIBILITIES OF CITY AND MEDC.** The responsibilities of the Parties are as follows:
 - A. **RESPONSIBILITIES OF CITY.** City shall perform the following services for MEDC at the CEED Building:
 1. **General Maintenance and Repairs.** City shall perform general maintenance and repair tasks at the CEED Building, which include, but are not limited to the following:
 - a. **Routine Inspections.** No less than twice a year (before summer and winter), the City shall perform regular inspections of all of the CEED Building systems (HVAC, plumbing, electrical, etc.) to determine whether such systems are operating properly. Upon completion of such inspection, the City shall provide MEDC with a checklist, signed by the City, that indicates which systems were checked and the results of such inspection.
 - b. **Basic Repairs.** The City shall fix minor issues, including, but not limited to, repair of leaky faucets, broken door handles, light fixtures, doors, windows, and minor roof issues.
 - c. **HVAC Maintenance.** The City shall perform regular maintenance and inspections of the HVAC System for the MEDC (consisting of 30 roof-top units and 3 mini splits), which shall include, but not be limited to, filter replacement (which will be contracted and paid for by The City as part of their existing contract), regular checks of the system’s operating efficiency, ensuring that the HVAC system is functioning well, and performing or supervising repairs and replacements (as may be required) of the HVAC system equipment. The schedule for HVAC maintenance and inspection shall be agreed upon by the City and MEDC outside of this MOU.
 - d. **Painting and Patching.** The City shall repaint portions of the CEED Building that require re-painting, fix drywall that is damaged, and handle minor cosmetic touch-ups that may be required in the CEED Building.

- c. **Groundskeeping.** The City shall perform sprinkler system repair, such as the replacement of broken sprinkler heads, when such repairs are needed outside of the normal schedule followed by the company that maintains the CEED Building lawn sprinkler system.
- 5. **Equipment Maintenance.** City shall ensure that all tools, equipment, and machinery located the CEED Building are operating properly and schedule service for such items as needed.
- 6. **Special Projects.** City shall assist with remodeling projects at the CEED Building, minor carpentry projects, the set-up of temporary structures, and the set-up or relocation of office furniture, equipment, and fixtures. All special projects will be scheduled in advance by MEDC.
- 7. **Emergency Response.** City shall be available on an "On-Call" basis for emergencies such as burst pipes, power outages, or damage to the CEED Building that requires immediate attention.
- 8. **Vendor Coordination.** City will act as a liaison for contractors or vendors performing specialized tasks at the CEED Building (e.g., major electrical work or large-scale repairs). The City will arrange for and oversee the work of such contractors to ensure that it is performed in accordance with any applicable contracts, City codes, and in a way that meets the specific need of the CEED Building and its occupants.
- 9. **Assembly and Mounting Services.** The City will assemble and install large pieces of furniture and equipment and ensure that such items are in working order. The City will hang and mount large fixtures, frames, and other similar items. All such projects will be scheduled in advance by MEDC.

Upon notification by MEDC of any of the foregoing, the City shall respond within a 24-hour period and begin services within one week period (with the exception of items requiring an emergency response, in which case, the City shall respond as soon as is reasonably possible). Once the City commences work on a particular project, the City shall proceed to work on such project until it is completed. A particular service shall be deemed complete once it has been approved in writing by MEDC.

B. MEDC RESPONSIBILITIES. MEDC shall:

- 1. Pay City the sum of **FIFTY THOUSAND AND NO/100THS DOLLARS (\$50,000.00)** annually for the performance of the services described above, which payment shall be due upon execution of this MOU by both Parties.
- 2. Schedule the City to perform any of the services described above in accordance with the schedule established for a particular service.

III. TERM. This MOU shall commence on the date that it is fully-executed by both parties and shall terminate on September 30, 2025.

- IV. **AMENDMENT.** This MOU may be amended at any time through a written agreement signed by the Parties.
- V. **TERMINATION.** This MOU may be terminated by either Party upon thirty (30) days' written notice to the other Party.
- VI. **ENTIRE AGREEMENT.** This MOU contains the entire agreement between the Parties and supersedes all prior agreements and understandings regarding its subject matter. This MOU shall be binding upon and inure to the benefit of the successors and assigns of the Parties.
- VII. **COUNTERPARTS.** This MOU 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 MOU.

IN WITNESS WHEREOF, the Parties have executed this MOU by the signatures of the duly authorized representative of each on the dates indicated below.

CITY:

CITY OF MISSION, TEXAS

By: _____
NORIE GONZALEZ-GARZA, Mayor

MEDC:

MISSION ECONOMIC DEVELOPMENT CORPORATION

By: _____
TECLO J. GARCIA, CEO

CITY OF MISSION BUDGET AMENDMENT REQUEST

FISCAL YEAR: 2024-2025
DATE: December 16, 2024
DEPARTMENT: Organizational
FUND: General Fund

BA-25-14

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE (DECREASE)	PROPOSED BUDGET
01-300-39020	Reimb-MEDC		50,000.00	50,000.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL		-	50,000.00	50,000.00

JUSTIFICATION

Budget amendment is necessary for the memorandum between Mission EDC and the City of Mission related to
 Facility Maintenance Services for the CEED Building

Finance Director: Vidal Roman

Date: 12/16/2024

City Council Approved on: _____

Date Posted: _____



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024
PRESENTED BY: Juan Pablo "JP" Terrazas, P.E., Assistant City Manager
AGENDA ITEM: Authorize Mayor to execute Affidavit for Economically Disadvantaged Counties (EDC) Program Application for Bridge Replacement with TxDOT funding - Terrazas

NATURE OF REQUEST:

The application allows the city to apply for the EDC reduction on the local participation for preliminary engineering and construction for bridge replacement at Old Military Rd. This will reduce the cost participation for the city after adjustment to \$6,819.32.

BUGETED: Yes **FUND:** Roads and Bridges **ACCT. #:** _____

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____



600 W. I-H 2 | Pharr, Texas 78577
956.702.6100
txdot.gov

November 27, 2024

Norie Gonzalez Garza
City of Mission Mayor
1201 E 8th Street
Mission, Texas 78572

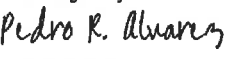
RE: **Economically Disadvantaged Counties (EDC) Program Application**
Old Military Road to @ Drain NBI#21-109-0-M006-29-001
CCSJ# 0921-02-535

Dear Mayor Gonzalez Garza,

Attached for your review and consideration is the draft Economically Disadvantaged Counties (EDC) Program Information Sheet and an Affidavit for the subject project. If the city would like to apply for the EDC reduction on their local participation for preliminary engineering and construction, please complete the affidavit only and return it to the attention of Ms. Dora E. Robles, P.E., District Advance Transportation Planning Director, via e-mail at Dora.Robles@txdot.gov for further processing. Once the completed affidavit is received, I will sign the EDC Program Information Sheet and mail you the approved form for your records.

Should you have any questions regarding this reduction please contact Ms. Dora E. Robles, P.E., District Advance Transportation Planning Director, or me at (956)702-6100.

Sincerely,

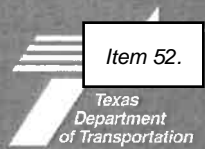
DocuSigned by:

EABA335C2DAA48C...

Pedro R. Alvarez, P.E.
Pharr District Engineer

Attachments

- cc: Rex A. Costley, P.E., Deputy District Engineer
- Norma Y. Garza, P.E., Director of Transportation Planning and Development
- Dora E. Robles, P.E., District Advance Transportation Planning Director
- Hector Siller, P.E., TxDOT Pharr Area Engineer
- Agustin Ramirez, P.E., Design Support Supervisor
- Rolando Escamilla, TxDOT Project Manager
- Mike R. Perez, City Manager, City of Mission
- Juan Pablo Terrazas, P.E., Assistant City Manager/RPIC, City of Mission

ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM PROJECT INFORMATION SHEET



COUNTY Hidalgo APPLICANT City of Mission

District Contact Information

NAME: Dora E. Robles, P.E. TELEPHONE: 956-702-6348

*If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?
 (Mark as appropriate) YES or NO

*If the applicant is a CITY within an eligible county, please answer the two following questions:

#1 Economic Development Sales Tax? (Mark as appropriate) YES or NO
 #2 Population (2020 Census)? 85,778

PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	0921-02-535
ESTIMATED LETTING DATE	October-26

On-System? (Mark as appropriate) YES or NO

LOCATION AND LIMITS – Give highway number with limits to and from.

Old Military Rd, NBI#21-109-0-M006-29-001 @ Drain

PROJECT SCOPE – Give type of work.

Bridge Replacement

ADJUSTMENT RATIONAL – Give reason why the adjustment is needed.

The infrastructure demands place a heavy burden on the County's budget so we request a reduction to the required match.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT- 89%

1. Project Component	2. Est. Total Cost (\$)	3. Local Participation (%)	4. Est. Required Local Match (\$)	5. Local Participation After Adjustment (\$)
Construction	\$ 578,349.00	10%	\$ 57,834.90	\$ 6,361.84
Preliminary Engin	\$ 41,589.00	10%	\$ 4,158.90	\$ 457.48
		0%	\$ 0.00	\$ 0.00
		0%	\$ 0.00	\$ 0.00
TOTAL	\$ 619,938.00		\$ 61,993.80	\$ 6,819.32

Approved by: _____ Date: _____
 District Engineer



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024
PRESENTED BY: Juan Pablo "JP" Terrazas, P.E., Asst. City Manager
AGENDA ITEM: Authorization to Award bid for Sodium Chlorite Services for the Public Works Water Plant Department - Terrazas

NATURE OF REQUEST:

The City of Mission has accepted and opened 4 Bid responses for Sodium Chlorite. Staff recommends awarding bid to International Dioxide, Inc. who is the lowest responsible bidder meeting all specifications. The term of this contract will be for one (1) year with two (2) one-year renewal options. Recommendation was based solely on estimated quantities and orders will be placed on as needed basis BID #25-067-11-06

BUDGETED: Yes **FUND:** Utility - NWTP **ACCT. #:** 02-430-64220

BUDGET: \$1,000,000 **EST. COST:** \$250,000 **CURRENT BUDGET BALANCE:** \$761,716

BUDGETED: Yes **FUND:** Utility - SWTP **ACCT. #:** 02-413-64220

BUDGET: \$800,00 **EST. COST:** \$150,000 **CURRENT BUDGET BALANCE:** \$533,150

BID AMOUNT: \$334,800

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

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

_____ AYES

_____ NAYS

_____ DISSENTING _____



BID NAME/NUMBER: 25-067-11-06 / Sodium Chlorite for the Water Treatment Plants

OPEN DATE: November 06, 2024 2:00 PM CST

BIDDER:		Sodium Chlorite for the Water Treatment Plants				
		Est. Qty	UOM	Unit Price	Total Extended Price	
Vendor Name:	International Dioxide, Inc.	450,000	lbs.	\$0.7440	\$334,800.00	
Street address:	40 Whitecap Drive					
City, State:	North Kingstown, RI 02852	Bid Price				
Phone:	(401) 295-3623	Addendums? None				
Fax:					1st Renewal Option?	5.00%
Contact:	Thomas Dwyer, CIO2				2nd Renewal Option?	5.00%
Email:	idi bids@ercoworldwide.com	Delivery Days				
Vendor Name:	Evoqua Water Technologies, LLC.	450,000	lbs.	\$0.9750	\$438,750.00	
Street address:	2650 Tallevast Rd.					
City, State:	Sarasota, FL 34243	Bid Price				
Phone:	(941) 359-7940	Addendums? None				
Fax:	(941) 359-7985				1st Renewal Option?	3.50%
Contact:	Nicole Springer, VP				2nd Renewal Option?	3.50%
Email:	utilityservicesinbox@xylem.com	Delivery Days 10-15 Days				
Vendor Name:	Thornton Musso & Bellemin, Inc.	450,000	lbs.	\$0.8870	\$399,150.00	
Street address:	P.O. Box 181					
City, State:	Zachary, LA 70791	Bid Price				
Phone:	(225) 654-4955	Addendums? None				
Fax:	(225) 654-9533				1st Renewal Option?	5.00%
Contact:	David M. Thornton, CEO				2nd Renewal Option?	5.00%
Email:	orders@tmbwater.com	Delivery Days 5-7 Days				
Vendor Name:	Univar Solutions USA, LLC.		lbs.		No Bid	
Street address:	8201 S. 212th					
City, State:	Kent, WA 98032-1994	Bid Price				
Phone:	(253) 872-5000	Addendums? None				
Fax:					1st Renewal Option?	
Contact:	Roise Holiday				2nd Renewal Option?	
Email:	roise.holidayhenry@univarsolutions.com	Delivery Days				

Apparent Lowest Responsible and Responsive Bidder: International Dioxide, Inc.

Note: *Univar Solutions found unresponsive, they failed to provide all required documents*

BID NAME/NUMBER: 25-067-11-06 / Sodium Chlorite for the Water Treatment Plants



OPEN DATE: November 06, 2024 2:00 PM CST

Vendor Name:	International Dioxide, Inc.	Evoqua Water Technologies, LLC.	Thornton Musso & Bellemin, Inc.	Univar Solutions USA, LLC.
Street address:	40 Whitecap Drive	2650 Tallevast Rd.	P.O. Box 181	8201 S. 212th
City, State:	North Kingstown, RI 0285	Sarasota, FL 34243	Zachary, LA 70791	Kent, WA 98032-1994
Phone:	(401) 295-3623	(941) 359-7940	(225) 654-4955	(253) 872-5000
Fax:		(941) 359-7985	(225) 654-9533	
Contact:	Thomas Dwyer, CIO2	Nicole Springer, VP	David M. Thornton, CEO	Roise Holiday
Email:	tdibids@ercoworldwide.com	utilityservicesinbox@xylem.com	orders@tmbwater.com	roise.holidayhenry@univarsolutions.com

DESCRIPTION of FORMS:					
	Solicitation Signed	Yes	Yes	Yes	No
	Terms & Conditions Included	Yes	Yes	Yes	No
	Non-Collusive	Yes	Yes	Yes	No
	Pricing Schedule	Yes	Yes	Yes	No
	Addenda(s)	None	None	None	None
	Gen. Business Questionare	Yes	Yes	Yes	No
	References	Yes	Yes	Yes	No
	NSF/ANSI/CAN 60	Yes	Yes	Yes	No
	CIQ				
	Debarment				



25-069-11-07 / Liquid Emulsion Polymer for the Public Works
BID NAME/NUMBER: Department Wastewater Treatment Plant

OPEN DATE: November 07, 2024 2:00 PM CST

BIDDER:		Liquid Emulsion Polymer for the Public Works Department Wastewater Treatment Plant				
		Est. Qty	UOM	Unit Price	Total Extended Price	
Vendor Name:	Univar Solutions USA, LLC.	Bid Price	lbs.		No Bid	
Street address:	8201 S. 212th					
City, State:	Kent, WA 98032-1994	Addendums?	None			
Phone:	(253) 872-5000					
Fax:			1st Renewal Option?			
Contact:	Roise Holiday		2nd Renewal Option?			
Email:	roise.holidayhenry@univarsolutions.com	Delivery Days				
Vendor Name:	Polydyne, Inc.	Bid Price	6,875	Gal	\$12.9000	\$88,687.50
Street address:	One Chemical Plant Road					
City, State:	Riceboro, GA 31323	Addendums?	None			
Phone:	(800) 848-7659					
Fax:	(512) 880-2078		1st Renewal Option?	8.00%		
Contact:	Boyd Stanley, Sr. VP		2nd Renewal Option?	8.00%		
Email:	bids@polydyneinc.com	Delivery Days	10-15 Days			
Vendor Name:	Red Eye Chems	Bid Price	6,875	Gal	\$14.1800	\$97,487.50
Street address:	409 W. Front St., Ste. 100-1					
City, State:	Hutto, TX 78634	Addendums?	None			
Phone:	(713) 865-6172					
Fax:			1st Renewal Option?	6.00%		
Contact:	Dustin Windham, Pres.		2nd Renewal Option?	6.00%		
Email:	dustin@redevechem.com	Delivery Days	6-7 Days			

Apparent Lowest Responsible and Responsive Bidder: Polydyne Inc.

Note: *Univar Solutions found unresponsive, they failed to provide all required documents*

25-069-11-07 / Liquid Emulsion Polymer for the Public Works Department Wastewater

BID NAME/NUMBER: Treatment Plant



OPEN DATE: November 07, 2024 2:00 PM CST

Vendor Name:	Univar Solutions USA, LLC.	Polydyne, Inc.	Red Eye Chems	
Street address:	8201 S. 212th	One Chemical Plant Road	409 W. Front St., Ste. 100-112	
City, State:	Kent, WA 98032-1994	Riceboro, GA 31323	Hutto, TX 78634	
Phone:	(253) 872-5000	(800) 848-7659	(713) 865-6172	
Fax:		(512) 880-2078		
Contact:	Roise Holiday	Boyd Stanley, Sr. VP	Dustin Windham, Pres.	
Email:	roise.holidayhenry@univarsolution.com	bids@polydyneinc.com	dustin@redeyechem.com	

DESCRIPTION of FORMS:				
	Solicitation Signed	No	Yes	Yes
	Terms & Conditions Included	No	Yes	Yes
	Non-Collusive	No	Yes	Yes
	Pricing Schedule	No	Yes	Yes
	Addenda(s)	None	None	None
	Gen. Business Questionare	No	Yes	Yes
	References	No	Yes	Yes
	CIQ		Yes	
	Debarment			



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

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

AGENDA ITEM: Ratification to Award Bid for FMA & BRIC Program Development, Grant Administration, Civil Engineering, and Project Management Services to Westwood Professional Services in the amount of \$320,000 for project Spikes and Jupiter Climate Resilient Flood Risk Reduction Project FY22/23 FMA - Terrazas

NATURE OF REQUEST:

The City of Mission has accepted and opened one (1) Bid response for FMA & BRIC Program Development, Grant Administration, Civil Engineering, and Project Management Services. Staff recommends awarding bid to Westwood Professional Services; who is the lowest responsible bidder meeting all specifications in the amount of \$320,000 for project Spikes and Jupiter Climate Resilient Flood Risk Reduction Project FY22/23 FMA.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

Date: October 4, 2024
Project No.: 0050952.00

Mr. Edgar E. Chapa, CTCD, CTCM
Contracts Administrator
City of Mission
1201 E. 8th Street
Mission, TX 78572

Re: City of Mission Solicitation: FMA & BRIC Program Development, Grant Administration, Civil Engineering, and Project Management Services; RFQ 24-169-12-27
Spikes and Jupiter Climate Resilient Flood Risk Reduction Project FY22/23 FMA
City of Mission, Texas

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

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

Exhibit A – Scope of Services;

Exhibit B – Compensation and Method of Payment;

Exhibit C – Insurance;

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

Sincerely,



J.W. Balch, PE, CFM

Project Manager, Water Resources

EXHIBIT 'A' – SCOPE OF SERVICES
Spikes and Jupiter Climate Resilient Flood Risk Reduction Project FY22/23 FMA
City of Mission, Texas

GRANT APPLICATION 2023

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

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

TOPOGRAPHIC SURVEY & RESEARCH

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

H&H MODELING

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

ENVIRONMENTAL

1. Environmental Clearance Westwood shall determine the limits of existing wetlands as specified by the USCOE.
2. Westwood shall conduct a Phase I Environmental Site Assessment consistent with the standard practices outlined in ASTM E1527-13.

SCHEMATIC LEVEL DESIGN

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

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

BENEFIT-COST ANALYSIS

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

GRANT APPLICATION FMA 2024

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

Services not included in this contract:

- *Construction inspection services*
- *As-built surveys of constructed improvements*
- *Public hearings or City Council/Commission meetings*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*

- *Storm Water Pollution Prevention Plans (SWPPP)*
- *Floodplain studies and permitting*
- *Boundary and topographic surveying*
- *Preliminary and final platting*
- *Zoning change assistance*
- *Site Plan layout*
- *Traffic and parking studies*
- *Demolition Plan*
- *Retaining wall design*
- *Design of screening walls, light pole bases, transformer or generator pads, hardscape features, pavers and/or site signage*
- *Detailed layout of walks and hardscape areas, including scoring patterns*
- *Design of any underfloor drainage systems or grading*
- *Design of french drain systems around the building perimeters*
- *Landscape Plan and Irrigation Plan*
- *Site Lighting Plan*
- *Signage Plan*
- *Off-site roadway, drainage, and utility extensions/improvements*
- *LEED pursuit*
- *Construction staking*

END OF EXHIBIT ‘A’

EXHIBIT ‘B’ – COMPENSATION AND METHOD OF PAYMENT

**Spikes and Jupiter Climate Resilient Flood Risk Reduction Project FY22/23 FMA
City of Mission, Texas**

COMPENSATION:

For all professional services included in EXHIBIT ‘A’, Scope of Services, Westwood shall be compensated a lump sum fee of \$320,00.00 as summarized below. Westwood reserves the right to re-negotiate fee given changes throughout the project, if necessary. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT ‘A’, including all labor materials, supplies, and equipment necessary to deliver the services.

Mission 2022 FMA C&CB Grant		Task / Phase Fee
Task 1	Grant Application FMA 2023	\$33,120.00
Task 2	Topographic Survey and Research	\$58,200.00
Task 3	Existing Conditions Model	\$45,360.00
Task 4	Proposed Conditions Model	\$72,480.00
Task 5	Environmental	\$12,080.00
Task 6	Schematic Level Design	\$55,720.00
Task 7	Benefit-Cost Analysis	\$19,340.00
Task 8	Grant Application FMA 2024	\$23,700.00
Total		\$320,000.00

METHOD OF PAYMENT:

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

END OF EXHIBIT ‘B’

EXHIBIT C – INSURANCE

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

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

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

END OF EXHIBIT 'C'

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective on the latest date indicated below.

CLIENT:
City of Mission

WESTWOOD:
Westwood Professional Services, Inc.

By: _____

By: _____

Name: _____
(PRINT/TYPE)

Name: _____
(PRINT/TYPE)

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address/Contact for giving notices:

Address/Contact for giving notices:

Westwood Professional Services, Inc.
C/O General Counsel
2805 North Dallas Parkway, Suite 150
Plano, Texas 75093
Email: legal@westwoodps.com

PROPOSAL NAME/NUMBER: 24-169-12-27 FMA & BRIC Program Development, Grant Administration, Civil
 Engineering, and Project Management Services
 OPEN DATE: December 27, 2023 2:00 PM CST



Evaluator					
Michael Elizalde		Abel Bocanegra		Edgar Gonzalez	
Rating	Points	Rating	Points	Rating	Points

Proposer	Michael Elizalde		Abel Bocanegra		Edgar Gonzalez		Average
	Rating	Points	Rating	Points	Rating	Points	
Westwood Professional Services 211 North Loop 1604 E. Ste. 205 San Antonio, TX 78232	Acceptable		Acceptable		Acceptable		
Sec. a. General Quality and Adequacy of Response: (20 Points max)	Acceptable	18	Acceptable	18	Acceptable	20	
Sec. b. Organization, Personnel, and Experience: (40 Points max)	Acceptable	38	Acceptable	40	Acceptable	40	
Sec. c. Capacity to Perform: (40 Points max)	Acceptable	40	Acceptable	40	Acceptable	40	
Total Score		96		98		100	98.00

Notes:

Strengths: (ME) The Firm provides a clear & concise approach to the needs of the city.; *Project team displays experience and qualifications needed to meet the needs of the City.*; The firm displays a lot of experience working on relevant projects. *They provided each team members availability for the project, which is more than adequate.* **(AB)** SOQ meets Request for Qualifications requirements. Good and organized information presented.; Experienced & Capable personnel, Experience in the RGV, Success in receiving Grants Pertinent to this RFQ, work with other local clients and firms.; Westwood appears to be fully equipped and able to have capacity to perform and assist the city with Applications for Grants. **(EG)** organized; *Have local experience*; Over 1,500 Employees

Weaknesses: (ME) Project schedule is provided, but does not have timeline in detail by number of months needed to complete relevant project.; *The firm has over five external firms as support staff, but provided only one of their resume's.*; **(AB)** Minor issues w/submitted information. **(EG)**

Comments: (EG) only firm to submit proposal;



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024
PRESENTED BY: Michael Silva – Interim Fire Chief
AGENDA ITEM: Authorization to purchase ambulance equipment from sole source vendor Stryker in the amount of \$227,825.85 with respective budget amendment - Silva

NATURE OF REQUEST:

The Mission Fire Department seeks authorization to purchase ambulance equipment, including a (5) five-year ProCare Prevent Service package, from Stryker for a total cost of \$227,825.85. Stryker is a sole-source vendor for this specialized equipment, which will be used to equip the department's new ambulance scheduled for delivery in June 2025. This purchase is essential to ensure the ambulance meets operational and safety standards, enabling the department to continue providing high-quality emergency medical services to the community. Approval of this request will secure the necessary equipment and maintenance support to uphold service reliability and effectiveness.

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

BUDGET: \$596,170 **EST. COST:** \$227,825.85 **CURRENT BUDGET BALANCE:** \$586,586

BID AMOUNT: _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: None

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



Ambulance Build

Quote Number: 11017744

Remit to: Stryker Sales, LLC
 21343 NETWORK PLACE
 CHICAGO IL 60673-1213
 USA

Version: 1
 Prepared For: MISSION FIRE DEPT
 Attn:

Rep: Chad Lewis
 Email: chad.lewis@stryker.com
 Phone Number:

Quote Date: 11/12/2024
 Expiration Date: 02/10/2025
 Contract Start: 11/07/2024
 Contract End: 11/06/2025

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	MISSION FIRE DEPT	Name:	MISSION FIRE DEPT	Name:	CITY OF MISSION
Account #:	20049216	Account #:	20049216	Account #:	20127134
Address:	415 W TOM LANDRY ST MISSION Texas 78572-3709	Address:	415 W TOM LANDRY ST MISSION Texas 78572-3709	Address:	1201 E 8TH ST MISSION Texas 78572-5812

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	1	\$33,779.15	\$33,779.15
2.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	1	\$36,615.85	\$36,615.85
3.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	1	\$35.15	\$35.15
4.0	650707000002	KIT, ALVARIUM BATTERY, SERVICE	1	\$1,072.55	\$1,072.55
5.0	650700450301	ASSEMBLY, BATTERY CHARGER	1	\$1,535.20	\$1,535.20
6.0	11111-000041	LIFEPAK 3-wire extended precordial ECG cable	1	\$114.00	\$114.00
7.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	\$19,680.20	\$19,680.20
8.0	11576-000060	LUCAS Desk-Top Battery Charger	1	\$1,528.55	\$1,528.55
9.0	11576-000071	LUCAS External Power Supply	1	\$483.55	\$483.55
10.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	1	\$909.15	\$909.15
11.0	11576-000047	LUCAS Disposable Suction Cup (12 pack)	1	\$650.75	\$650.75
12.0	6252000000	Stair-PRO Model 6252	1	\$5,750.42	\$5,750.42
12.1	6252009001	Stair-Pro Operations Manual			
12.2	6250001162	In-Service Video (DVD)			
12.3	6252026000	Common Components			



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Contract End: 11/06/2025

#	Product	Description	Qty	Sell Price	Total
12.4	6250021000	2 Piece ABS Panel Seat			
12.5	6250160000	Polypropelene Restraint Set(Plastic Buckles)			
12.6	6252022000	Main Frame Assy Option			
12.7	6250024000	Standard Length Lower LiftHandles			
12.8	6252027000	Footrest Option			
12.9	6252040000	Removable Head Support			
12.10	6250140000	O2 Bottle Holder			
12.11	6252025000	IV Clip Option			
13.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	1	\$42,874.65	\$42,874.65
14.0	41577-000288	LP15 ACCRY SHIPKIT,AHA,S	1	\$0.00	\$0.00
15.0	11577-000004	Station Battery Charger - For the LP15	1	\$2,500.40	\$2,500.40
16.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	4	\$613.70	\$2,454.80
17.0	11140-000015	AC power cord	1	\$106.40	\$106.40
18.0	11996-000519	LNCS-II Reusable rainbow 8-wavelength Adult Sensor	1	\$844.55	\$844.55
19.0	11996-000520	LNCS-II Reusable rainbow 8-wavelength Pediatric Sensor	1	\$929.10	\$929.10
20.0	11160-000011	Reusable Cuff, Infant, 8-14 cm	1	\$29.45	\$29.45
21.0	11160-000013	Reusable Cuff, Pediatric, 13-20 cm	1	\$33.25	\$33.25
22.0	11160-000015	Reusable Cuff, Adult, 26-35 cm	1	\$39.90	\$39.90
23.0	11160-000017	Reusable Cuff, Large, Adult, 32-42 cm	1	\$46.55	\$46.55
24.0	11160-000019	Reusable Cuff, X-Large, Adult, 35-44 cm	1	\$65.55	\$65.55
25.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	1	\$437.95	\$437.95
26.0	11220-000028	LIFEPAK 15 Carry case top pouch	1	\$78.85	\$78.85



Ambulance Build

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 Expiration Date: 02/10/2025
 Contract Start: 11/07/2024
 Contract End: 11/06/2025

#	Product	Description	Qty	Sell Price	Total
27.0	11260-000039	LIFEPAK 15 Carry case back pouch	1	\$112.10	\$112.10
Equipment Total:					\$152,708.03

ProCare Products:

#	Product	Description	Months	Qty	Sell Price	Total
29.1	POWERLOAD-PROCARE	Power Load for MTS POWER LOAD 11/08/2024 - 11/07/2029 <i>Parts, Labor, Travel Preventative Maintenance Batteries Service</i>	60	3	\$11,172.00	\$33,516.00
29.2	POWERPRO-PROCARE	Power Pro 2 for 6507 POWER PRO 2, HIGH CONFIG 11/08/2024 - 11/07/2029 <i>Parts, Labor, Travel Preventative Maintenance Batteries Service</i>	60	2	\$7,866.00	\$15,732.00
29.3	LUCAS-FLD-PROCARE	LUCAS 3, 3.1 for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device 11/08/2024 - 11/07/2029 <i>Parts Labor, Travel Preventative Maintenance Batteries Service</i>	60	1	\$8,450.25	\$8,450.25
29.4	STR-CHAIR-PROCARE	Stair-Pro for Stair-PRO Model 6252 11/08/2024 - 11/07/2029 <i>Parts, Labor, Travel Preventative Maintenance</i>	60	2	\$1,501.00	\$3,002.00
29.5	LIFEPAK-FLD-PROCARE	Lifepak 15 for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order 11/08/2024 - 11/07/2029 <i>Parts, Labor, Travel Preventative Maintenance Batteries Service</i>	60	1	\$10,834.75	\$10,834.75
ProCare Total:					\$71,535.00	

Data Solutions:



Ambulance Build

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 USA

Version: 1
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 Attn:

Rep: Chad Lewis
 Email: chad.lewis@stryker.com
 Phone Number:

Quote Date: 11/12/2024
 Expiration Date: 02/10/2025
 Contract Start: 11/07/2024
 Contract End: 11/06/2025

#	Product	Description	Months	Qty	Sell Price	Total
28.0	21996-000109	Titan III Wi-Fi Gateway	0	1	\$1,305.30	\$1,305.30
Data Solutions Total:						\$1,305.30

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$2,277.52
Grand Total:	\$227,825.85

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. **Confidentiality Notice:** Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.



December 2024

To whom it may concern,

Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Emergency Care products. All parts are either manufactured by Stryker or outside suppliers and are new, tested and approved for use on Stryker's products.

Our field service team, ProCare® Services, uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Stryker's Emergency Care products that require the use of such proprietary tools include, but are not limited to:

- Power-PRO™ 2 powered ambulance cot (Model 6507), high configuration
- MTS Power-LOAD® powered cot fastener
- Lithium battery
- Battery charger assembly
- Power cord assembly

Stryker's quality team reviews and documents service repairs. We track and trend service to help ensure the highest level of product performance. Preventive maintenance (PM) and service history documentation is available

Please contact your sales representative for further information. Sincerely,

John Guyeskey
Senior Marketing Manager

Stryker or its affiliated entities own, use, or have applied for any referenced trademarks or service marks: Power-LOAD, Power-PRO, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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M0000010603 REV AA

Emergency Care

3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free +1 800 327 0770 | stryker.com

CITY OF MISSION BUDGET AMENDMENT REQUEST

FISCAL YEAR: 2024-2025
DATE: December 16, 2024
DEPARTMENT: Fire
FUND: General

BA-25-17

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE (DECREASE)	PROPOSED BUDGET
01-431-74950	Machinery & Equipment	596,170.00	227,825.85	823,995.85
			-	-
01-431-74950	Machinery & Equipment	823,995.85	256,939.00	1,080,934.85
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
TOTAL		1,420,165.85	484,764.85	1,904,930.70

JUSTIFICATION

To allocate funding to purchase ambulance equipment, including a (5) five-year ProCare Prevent Service package, from Stryker for a total cost of \$227,825.85 the FY24 Local Community. This purchase is essential to ensure the ambulance meets operational and safety standards, enabling the department to continue providing high-quality emergency medical services to the community

To allocate funding to purchase a Ford F-550 Stock Skeeter Hybrid ATP from Siddons-Martin Emergency Group, LLC for a total cost of \$256,939 Prevent Service package. The Ford F-550 Stock Skeeter Hybrid ATP is designed to meet the unique demands of firefighting and rescue operations, ensuring the safety and effectiveness of the department's personnel

Finance Director: Vidal Roman

Date: 12/16/2024

City Council Approved on: _____

Date Posted: _____



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

PRESENTED BY: Michael Silva, Interim Fire Chief

AGENDA ITEM: Authorization to purchase a Ford F-550 Stock Skeeter Hybrid ATP from Siddons-Martin Emergency Group, LLC via HGAC Contract FS12-23, for the total amount of \$256,939 with respective budget amendment- Silva

NATURE OF REQUEST:

The Mission Fire Department is seeking authorization to purchase a Ford F-550 Stock Skeeter Hybrid ATP from Siddons-Martin Emergency Group, LLC for a total cost of \$256,939 via HGAC Contract FS12-23. This acquisition aims to enhance the department's operational capabilities, providing a reliable and efficient vehicle for emergency response. The Ford F-550 Stock Skeeter Hybrid ATP is designed to meet the unique demands of firefighting and rescue operations, ensuring the safety and effectiveness of the department's personnel. The proposed purchase aligns with the department's mission to deliver high-quality emergency services to the community.

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

BUDGET: \$596,170 **EST. COST:** \$256,939 **CURRENT BUDGET BALANCE:** \$586,586

BID AMOUNT: _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: None

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

Siddons Martin Emergency Group, LLC
3500 Shelby Lane
Denton, TX 76207
GDN P115891
TXDOT MVD No. A115890



December 10, 2024

Mike Silva, Fire Chief
 Mission Fire Department
 415 West Tom Landry Street
 Mission, TX 78572

Proposal For: One (1) Ford F-550 Stock Skeeter Hybrid ATP (S14824)

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Mission Fire Department. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB Mission Fire Department and training on operation and use of the apparatus.

Description	Amount
S14824: One (1) Ford F-550 Stock Skeeter Hybrid ATP (Unit Price - \$255,939.00) Delivery within 4-5 months of order date QUOTE # - SMEG-0008822-0	
	Vehicle Price \$255,939.00
	S14824 - UNIT TOTAL \$255,939.00
	SUB TOTAL \$255,939.00
	HGAC FS12-23 (SKEETER) \$1,000.00
	TOTAL \$256,939.00

Price guaranteed until 12/31/2024

Additional: This proposal is valid for Siddons-Martin Emergency Group Stock Skeeter Unit S14824. Stock apparatus sales are subject to availability of the apparatus upon the receipt of the executed proposal letter and / or purchase order, whichever comes first.

Please issue your Purchase Order to:

Cavender Grande Ford
 4562 IH 10 East
 San Antonio, TX 78219

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Chris Navarrete

Chris Navarrete

I, _____, the authorized representative of Mission Fire Department, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date

Siddons-Martin **Emergency Group**

Protecting the Southwest

Proposal for:
One (1) Ford F-550 Stock Skeeter Hybrid ATP (S14824)

Submitted To:
Mike Silva, Fire Chief
Mission Fire Department
415 West Tom Landry Street
Mission, TX 78572

December 10, 2024

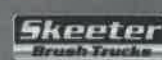
Prepared By:
Chris Navarrete
Siddons-Martin Emergency Group, LLC
3500 Shelby Lane Denton, TX 76207
GDN: P115891 TXDOT MVD: No. A115890
EIN: 27-4333590 DUNS: 06-586-1693
www.siddons-martin.com
(800) 784-6806



Mobile: (832) 763-0295 Fax: (281) 442-0850 E-Mail: swherry@siddons-martin.com



OSHKOSH



December 20, 2024

Houston-Galveston Area Council (H-GAC)
Attn: Shantra Wilson

RE: HGAC Contract FS12-23 Purchase

The City of Mission has contracted with Cavender Grande Ford to purchase the fire apparatus listed below on HGAC contract FS12-23:

- One (1) Ford F-550 Stock Skeeter Hybrid ATP (\$14824)

The purchase includes published and / or unpublished options as shown in the HGAC worksheet totaling the following contractual amount:

Purchase Price	\$255,939.00
HGAC Fee	\$1,000.00
Total Purchase Price	\$256,939.00

Sincerely,

Michael Silva
Fire Chief
Mission Fire Department

Signature

Date



Skeeter Brush Trucks Texas Purchase Order Addendum

Purpose & Applicability: To provide clear purchase order (PO) instructions for customers of Siddons Martin Emergency Group (SMEG) that have accepted a SMEG proposal for the sale of a Skeeter Brush Truck within the state of Texas. *This addendum is only applicable to SMEG customers purchasing a Skeeter Brush Truck within the state of Texas.*

PO Instructions: Customers must issue the purchase orders to one of the applicable OEM chassis dealers listed below. The OEM chassis dealer is determined by the make of chassis selected in the SBT specification.

Explanation: Per Texas law, the PO must be issued to one of the OEM chassis dealers below for MSO registration purposes in Texas.

Skeeter OEM chassis dealer selection: To complete this form please check box of the OEM chassis dealer which corresponds with your Purchase Order then sign and date below.



**Ford PO issued to: Cavender Grande Ford
4562 IH 10 East
San Antonio, TX 78219**



**Ram PO issued to: Grapevine DCJ, LLC
2601 William D Tate
Grapevine, TX 76051**



**Chevy PO issued to: Caldwell Chevrolet
800 TX-21
Caldwell, TX 77836**



**International PO issued to: Southwest International
3722 Irving Blvd
Dallas, TX 75247**



**Freightliner PO issued to: Doggett Freightliner of South Texas, LLC
1701 Smith Rd
Austin, TX 78721**

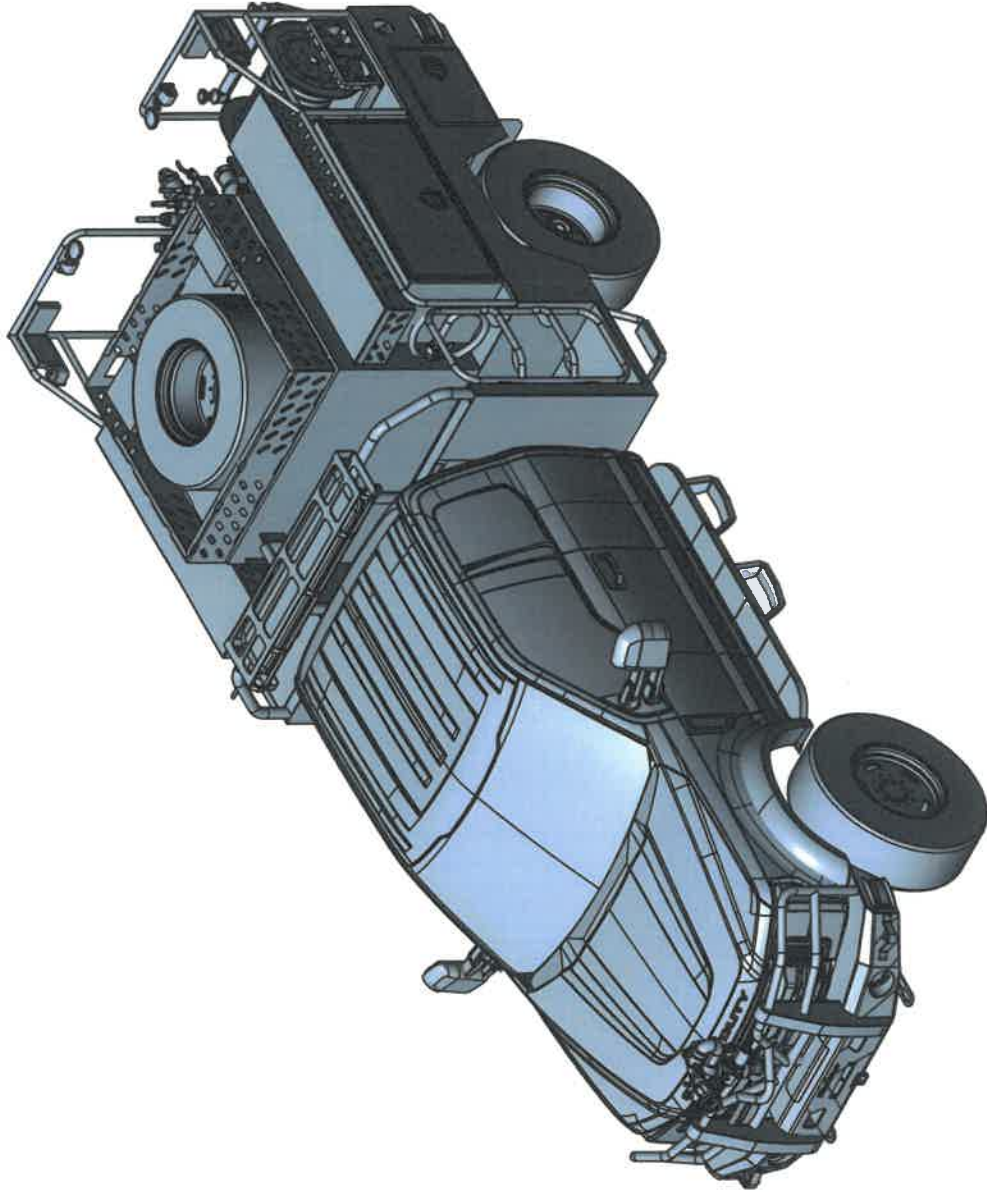
Customer Signature: _____ Date ____/____/____

PROPERTY OF

SKEETER EMERGENCY VEHICLES

PREPARED FOR

SMEG



PREPARED FOR:

SMEG

JOB NO.

14824

TITLE:

COVER PAGE

SPEC NO.

7129

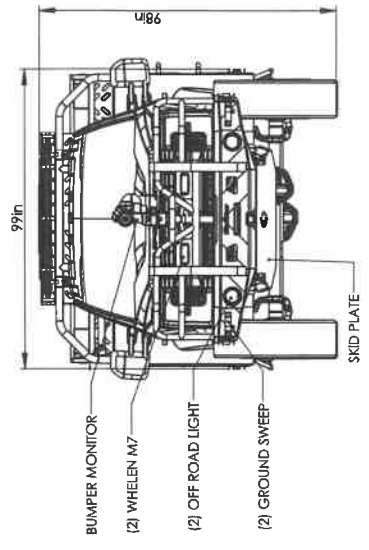
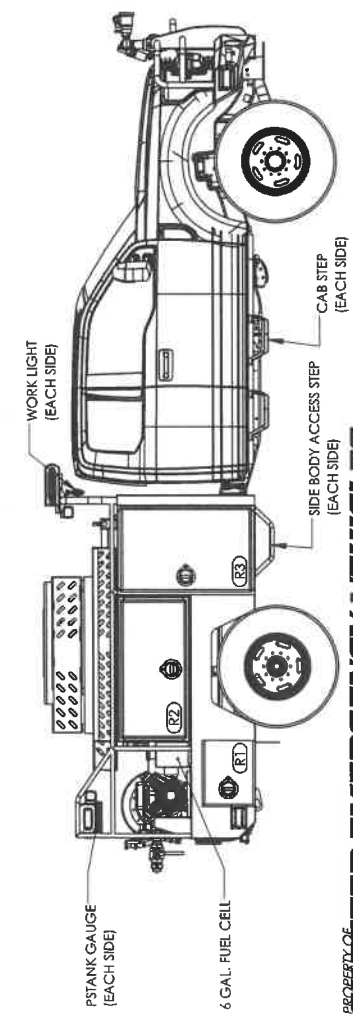
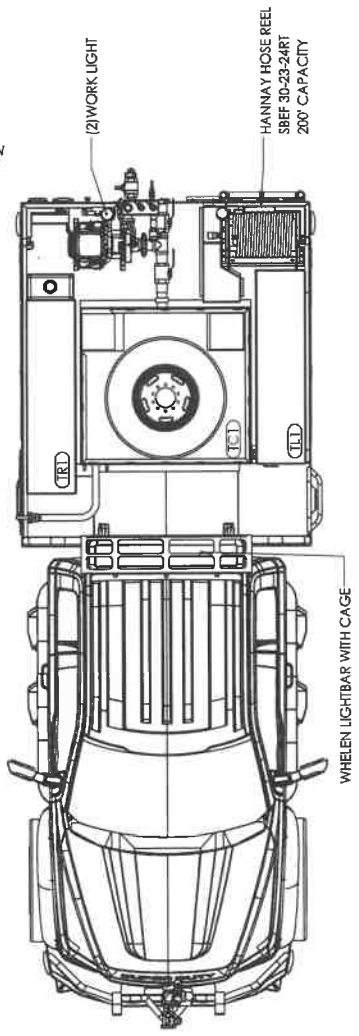
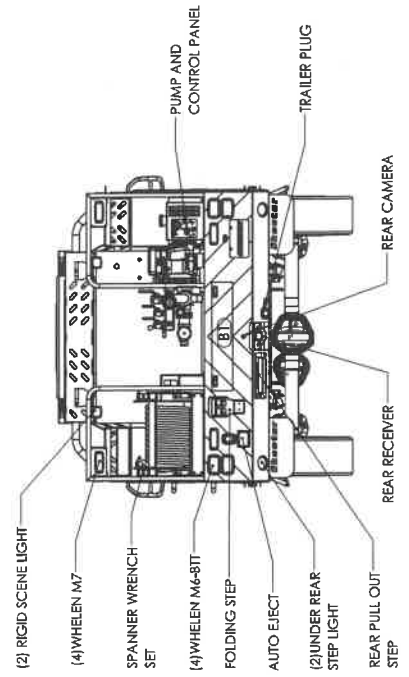
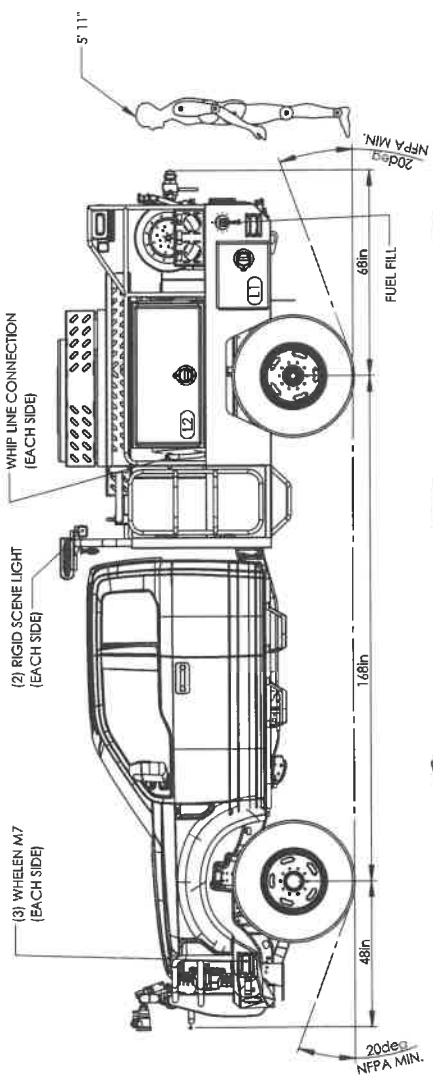
DRAWN BY: RUSSELL L

PRINT DATE 8/13/2024

SCALE: 1:25

SHEET NO. 3

Item 57.



NWCG TYPE 5 WILDLAND ENGINE

CHASSIS:	F-550 EXT CAB
BODY:	114 RESCUE/STEP SIDE
FRONT BUMPER:	SKEETER CUSTOM ALUMINUM
PUMP:	DARLEY 2 BE 18V
WATER TANK:	400 GALLONS WATER, 10 GALLONS FOAM

PROPERTY OF SKEETER EMERGENCY VEHICLES

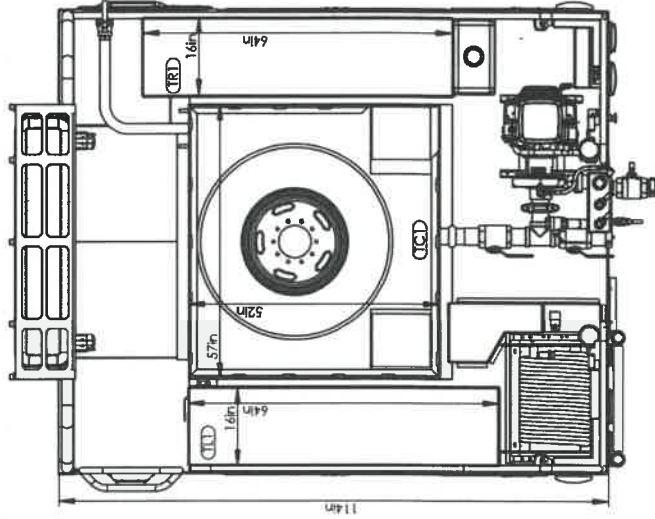
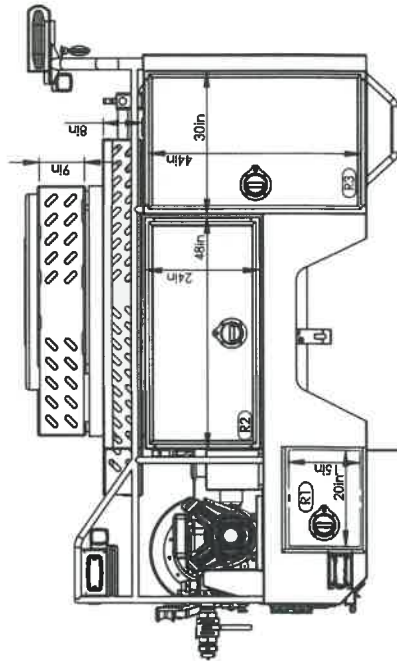
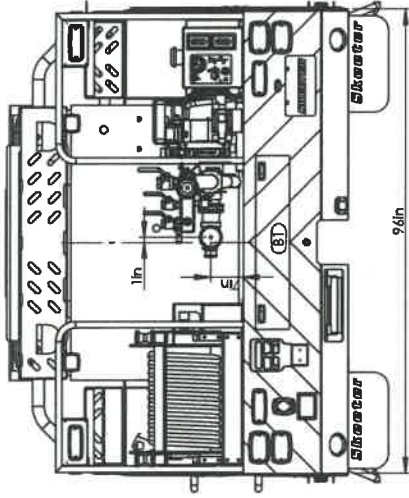
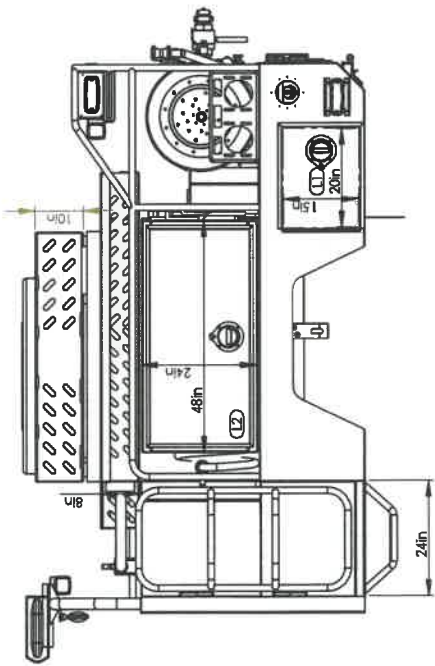
NOTE DETAILS AND DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS AS MAY OCCUR OR BE NECESSARY IN CONSTRUCTION. MINOR DETAILS NOT SHOWN.

PREPARED FOR: SMEG

JOB NO. 14824

TITLE: OVERVIEW

SCALE: 1:40
SHEET 2 OF 3
DRAWN BY: RUSSELL L.
PRINT DATE: 8/13/2024
SPEC NO. 7129
SPEC DATE: 8/13/2024



COMPARTMENTS	
L1/R1	REAR UNDERBODY HEIGHT: 15" WIDTH: 20" DEPTH: 23"
L2/R2	UPPERBODY HEIGHT: 24" WIDTH: 48" DEPTH: 18"
R3	FRONT RESCUE HEIGHT: 44" WIDTH: 30" DEPTH: 24"
TL1	VENTED HOSE TRAY HEIGHT: 8" WIDTH: 16" LENGTH: 64"
TR1	VENTED TOOL TRAY HEIGHT: 10" WIDTH: 57" LENGTH: 52"
TC1	TANK TOP STORAGE HEIGHT: 6" WIDTH: 32" DEPTH: 108"
B1	REAR CENTER UNDERBODY HEIGHT: 6" WIDTH: 32" DEPTH: 108"

PROPERTY OF
SKEETER EMERGENCY VEHICLES

NOTE: DETAILS AND DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS AS MAY OCCUR OR BE NECESSARY IN CONSTRUCTION. MINOR DETAILS NOT SHOWN.

PREPARED FOR:
SMEG

JOB NO.
14824

TITLE:
BED OVERVIEW

SPEC NO. 7129 DRAWN BY: RUSSELL L. SCALE: 1:25
SPEC DATE: 8/13/2024 PRINT DATE: 8/13/2024 SHEET 3 OF 3

Item 57.



Component List

Customer:	Siddons Martin Emergency Group	Spec Number:	7129
Address:	1362 E. Richey Rd	Job Number:	S14824
City, State Zip:	Houston TX 77073	Spec Date:	August 13, 2024
Contact:	Kirk Givler , VP of Sales	Body:	Rescue/Step Side, Alum, 114
Sales Rep:	Kyle Hall	Chassis:	Ford F550 - 4x4 - Diesel - EXT Cab
Dealership:	Skeeter Brush Trucks	Tank:	400 Gallons, Poly

Line	Option	Qty	Description
001	100044.1	1	Paint (Single Stock Color)
002	100025.1	1	Ford F550 - 4x4 - Diesel - EXT Cab (2022.3) Detail
003	203807.1	1	Chassis 60" CA
004	203918.1	1	Chassis Fleet/Government Incentive Discount
005	100046.1	1	Suspension System, FORD, 4x4, 6", 4 Link
006	100048.1	1	Tires and Wheels, Super Single 335/80 R20 (4)
007	100053.1	1	Spare Tire and Wheel, Super Single 335/80 R20 (1)
008	100055.1	1	Spare Tire, Top of Tank
009	100062.1	1	Skeeter Aluminum Custom Bumper
010	100058.1	1	Mud Flaps, Rear Wheels, SBT Logo
011	100063.1	1	1/4" Skid Protection Panel
012	100065.1	1	Transfer Case, Skid Protection Panel, SMALL CHASSIS
013	100111.1	1	Cab Steps, Custom Painted, (4) Door or Extended Cab
014	100186.1	1	NO -- Cab Protection
015	100086.1	1	Cab Console, Poly, Custom
016	204397.2	1	Power Outlets 12V, Dual 4.8A USB Type, Cab (1) > Nick Riddle changed component. 12/14/2023 10:48 <
017	100404.1	1	SCBA & EMS Compartment Combination
018	100076.1	1	NO -- Front Winch
019	100178.1	1	Receiver, Rear, Winch/Rope/Trailer, 10,000#
020	100550.2	1	Pump, Darley 2 BE 18V > Nick Riddle changed component. 08/13/2024 14:12 <
021	100423.1	1	Thermal Relief Valve
022	100272.1	1	Standard Stainless Steel Manifold
023	100285.1	1	Valves, S/S, Quarter Turn
024	100483.1	1	Hose Threads
025	100263.1	1	Exhaust System, Vertical, Rain Cap, Aux Pump
026	100195.1	1	No -- Pump House
027	100265.1	1	Pump Control Panel Enclosure
028	100418.1	1	Remote Pump Control in Cab, (Electronic), Gas Pump
029	100268.1	1	Pump Fuel from Fuel Can (Plastic 6 gallon)
030	100256.1	1	Battery Supply, 12V, Chassis, Master Switch & Solenoid
031	100253.1	1	Pump Drain, Master Drain--Low Point
032	100254.1	1	Pump Engine Oil Drain
033	100255.1	1	Aux Fire Pump Mntg, P/S Rear, Bolted
034	100273.1	1	Upgrade Manifold for Bumper Discharges
035	100270.1	1	Intake, Gated, 2.5"FM, Rear, w/2.5" Plug, Aux Pump, Direct Vlv Cntrl
036	100283.1	1	Tank-To-Pump, Water Tank, 2.5", Install
037	100281.1	1	Tank Fill and Cooling Line, Water Tank, 1", Aux Pump

038	100278.1	1	Discharge, .75"GH, Rear, Garden Hose Outlet
039	100274.1	1	Discharge, 2.5", Rear, 2.5"FM x 1.5"M, 1.5" cap
040	100277.1	1	Discharge, 1.5", Rear, Pre-connect
041	100441.3	1	Discharge, 1.5", Front Body (Through Tank) > Nick Riddle changed component. 08/13/2024 15:44 <
042	100288.1	1	Hose Reel, Hannay, D/S Mount, Elec Rewind, Alum
043	100291.1	1	200 Foot Reel Capacity
044	100295.1	1	Hose Reel Discharge, 1" Valve and Flex-Hose, Local Cntrl
045	100302.1	1	Nozzle Mounting
046	100297.1	1	Hose, Water, 300#, 1" x 150'
047	100303.1	1	Roller, Hose Reel, Top
048	100280.1	1	Ground Sweep Discharges, Front Bumper
049	100279.1	1	Bmpr Monitor, Akron, Forestry, Elec
050	100374.1	1	Whip Hose Lines (2) Front Body 1" x 8', Booster Hose, 300#, w/cplgs
051	100259.1	1	Foam system, Scotty #4171, Through-the-pump, Built-in, Aux Pump
052	100226.1	1	Water Tank Gauge, Class 1, Rear & Cab
053	204320.1	1	Water Tank Level Gauges PSTANK
054	100200.1	1	Water Tank Capacity, 400 Gallons, Poly
055	100203.1	1	Water Tank, Specs
056	100204.1	1	Water Tank Shape, Rectangular
057	100205.1	1	Water Tank, NFPA Compliance
058	100206.1	1	Tank Gauge, Translucent Tank Sight Level
059	100207.1	1	Fill Tower, Water Tank, 12" x 12" x 6", D/S Rear Corner
060	100209.1	1	Overflow, Water Tank, 3" PVC Pipe, <500G
061	100211.1	1	NO -- Water Tank Sump
062	100215.1	1	Pump to Tank, Fill Connection, 1.5", 300 GPM Flow
063	100216.1	1	Water Tank Drain Plug, 1.5"
064	100222.1	1	NO -- Tank Perimeter Wall
065	100227.1	1	Foam Tank Capacity, 10 Gallons, Class A, Poly
066	100232.1	1	Foam Tank, Fill and Vent, Class A
067	100233.1	1	Foam Tank to Foam System, 3/4"
068	100235.2	1	Foam Tank Drain and Valve, 3/4" > Nick Riddle changed component. 08/13/2024 14:13 <
069	100239.1	1	Foam Tank Gauge, Class 1, Class A, Rear & Cab
070	100684.2	1	Rescue/Step Side, Alum, 114" x 96", 60CA
071	203802.1	1	Diamond Plate Finish Body and Compartments/Trays
072	100140.1	1	NO -- Compartment, Transverse
073	203817.1	1	Top of Tank Storage Rack, Type 5
074	100144.1	1	Compartment, Drivers Side, Lift-Up Door
075	100148.1	1	Compartment, Passengers Side, Lift-Up Door
076	100150.1	1	NO -- Underbody Compartments, Front Body
077	100585.1	1	Cmpt Under Rear Bdy, D/S & P/S, Alum, 20" W x 15"H x 23"D, Vert Hingd Dr
078	100159.1	1	Rear Center Under Body Cmpt, Drop Down Door
079	100166.1	1	Equipment Tray, Alum, UHMW slide
080	100164.1	1	Door Ajar Light, Flashing, Red LED
081	203467.1	1	Expanded Aluminum Hose Tray, Driver's Side, 64 in. long
082	100173.1	1	NO -- Hose Tray, Passenger Side
083	203448.2	1	Expanded Aluminum Tool Tray, Passenger Side, 64 in. long
084	100175.1	1	NO -- Tool Tray, Drivers Side
085	203941.1	1	Turtle Tile Detail
086	100180.1	1	Rear Step, Pull out and drop down
087	100181.1	1	Step, Sig-4, Folding, Lighted, DS REAR(1)
088	100692.1	1	Side Body Access Steps, Stirrup (2)

089 100325.1 1 Fuse Box
 090 100326.1 1 Chassis Harness
 091 100327.1 1 Wiring Harness, Body Electrical
 092 100091.1 1 Battery Switch, Master Disconnect, CH, Rotary
 093 100094.2 1 Battery Charger and Shore Power Plug, Kussmaul 1000 and Auto-Eject
 > Nick Riddle changed component. 03/08/2024 11:08 <
 094 100328.1 1 Clearance Lights, LED, DOT
 095 100329.1 1 License Plate, Mount, Lighting
 096 100330.1 1 Stop/Tail/Turn Lights, Whelen M6BTT/M6FC
 097 100331.1 1 Back up Lights, Whelen M6 Series, LED,
 098 100096.1 1 Trailer Hitch Power Plug, 12V, 7 Prong
 099 100712.2 1 FRC SoBrite LED Off-Road Lights, 6' (2)
 > Nick Riddle changed component. 08/13/2024 14:14 <
 100 100070.1 1 No -- Bumper Ground Lights
 101 200312.1 1 Ground Lights, Cab, 4 Door, LED STRIPS
 102 100182.1 1 Ground Lights, Under Front Of Body Step, LED (2),
 103 100184.1 1 Body Work Lights, LED, (4), Grote #63871
 104 100317.1 1 NO -- Front Scene Lights
 105 100322.1 1 Scene Light, (6) Rigid Dually
 106 100503.1 1 Tilt Meter
 107 100107.2 1 Back-Up Camera, Rear View Safety, (1) camera
 108 100098.1 1 NO -- Radio Install
 109 100101.1 1 NO -- Intercom System
 110 100324.1 1 Back Up Alarm
 111 204467.2 1 WHELEN CORE CENCOM
 > Nick Riddle changed component. 08/13/2024 14:15 <
 112 100313.1 1 Speaker, Whelen, #SA315P, 100 Watt
 113 100310.1 1 Lightbar Mounting, Headache Rack, Alum, Enclosure Protection
 114 100309.1 1 Lightbar, Whelen, Legacy, 54"
 115 100315.1 1 Warning Lights, Whelen, M-7 Series (12) Lights
 116 100334.1 1 Reflective Lettering, Purchaser Installed
 117 100335.1 1 Door Graphic Emblems, (2) Custom
 118 203904.1 1 No Cab Roof Lettering
 119 100338.1 1 Stripe, Cab/Body, Triple Reflective, 1" x 4" x 1"
 120 100340.1 1 NO -- Keep Back Lettering
 121 100343.1 1 Stripe, Reflective, SCOTCHLITE, Chevron, Front Bumper, Alum Bumper
 122 100345.1 1 Stripe, Reflective, SCOTCHLITE, Chevron, Rear
 123 100346.1 1 Capacities Placard, Reflective
 124 100348.1 1 Nozzle (1) TFT, DS1040BCP, 1", Bubble Cup, Grip Dual Gal, 10/40
 125 100350.1 1 Spanner Set, Kocheck, 2-Spanner / Hydrant, Mounted
 126 100366.1 1 Skeeter Warranty, 5-Year Parts & Labor, 10-Year Body Integrity
 127 100369.1 1 Tank Warranty, Limited Lifetime
 128 100363.1 1 NFPA Certificate
 129 100365.1 1 Road Test, 10 miles
 130 100362.1 1 12V Electrical Load Analysis
 131 100361.1 1 Operational Pump Test, SBT
 132 100196.1 1 Final Assembly, Skeeter Brush Trucks, Hillsboro, TX
 133 100136.1 1 Emblems, Skeeter Brush Trucks (5)
 134 100042.1 1 Label, Data, Seat Belt, Chassis Manufacturer Supplied
 135 100043.1 1 Label, Noise Danger, Personnel
 136 100135.1 1 Label, Data, "Do Not Ride On Rear Step"
 137 100040.1 1 Chassis Prep, Commercial Chassis
 138 100041.1 1 Label Seating (Based upon # of Seated Positions)

- 139 100351.1 1 Pre-Construction Conference, At Factory
- 140 100651.1 1 Apparatus Drawings
- 141 100353.1 1 Payment Terms, 100% on Delivery and Acceptance
- 142 100356.1 1 Training, Factory Supplied, Factory location
- 143 100358.1 1 Delivery, Purchaser Pickup



Specification for:
NWCG Type 5 Wildland Engine
Ford F550 - 4x4 - Diesel - EXT Cab
Rescue/Step Side, Alum, 114

Submitted To:
Kirk Givler , VP of Sales
Siddons Martin Emergency Group
1362 E. Richey Rd Houston, TX 77073

Specification **7129**, Job No. **S14824**
August 13, 2024

Prepared by:
Kyle Hall
Skeeter Brush Trucks

Proposal

We are pleased to submit the following specifications to you for a **2022 SMEG Step-side** per your request for quotation. The following paragraphs will describe in detail the apparatus proposed. Loose equipment not specifically requested will not be provided.

Skeeter Brush Trucks, LLC, a wholly owned company of Siddons-Martin Emergency Group, is a custom fire apparatus manufacturer specializing in Brush-Grass-Wildland fire fighting vehicles. Our 22,000 square foot manufacturing facility is located in Hillsboro, Texas and is operated by some of the most experienced wildland firefighting vehicle manufacturing individuals in the business. Our performance and quality minded approach to manufacturing generates some of the most reliable vehicles in the industry, thus yielding a very high return on investment.

Skeeter Brush Trucks, LLC, provides the very best sole source product and service solutions to the fire service. Skeeter Brush Trucks LLC carries \$1,000,000 in liability insurance, with \$3,000,000 in excess umbrella liability insurance. The opportunity to place this Skeeter Brush Truck in your department is greatly appreciated and we are certain it will fulfill your every requirement. We look forward to working for you.

Siddons-Martin Emergency Group sales and service professionals are dedicated and experienced in all aspects of the fire apparatus business. Our core business is the sales and service of fire apparatus.

Service Advantage

Siddons-Martin Emergency Group currently staffs sixteen (16) service centers located throughout Texas, Louisiana, and New Mexico, and maintains a fleet of service vehicles to provide on-site service of your SKEETER Brush Truck. The Siddons-Martin Emergency Group Service Department is dedicated to the fire service and provides service and maintenance exclusively on fire apparatus. Siddons-Martin Emergency Group employs numerous EVT trained technicians and is constantly engaged in continuing factory and EVT training classes and programs in order to stay abreast of the rapidly improving technologies incorporated within today's fire apparatus. SMEG is an authorized sales and service dealer for Pierce Mfg., and an authorized service center for Waterous, Hale, and Darley fire pumps, and an OEM distributor for all major fire equipment accessories.

Construction and Design

Skeeter Brush Trucks body and component designs are engineered. Body construction (unless otherwise noted) is done in-house, using the best in design and materials. RBM's for body frames are among the very highest in the industry. Wiring harnesses are custom manufactured in-house, and meet or exceed OEM standards. All wiring is protected, run through conduit, and distributed through one, easily accessed, sealed control box.

Chassis Operation Manual

The chassis manufacturer shall provide one (1) operational manual. This manual may be in either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Fire Pump Operational Manual

A fire pump service, instruction, and operational manual shall be supplied. This manual may be in either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Foam System Operational Manual

A foam system service, instruction, and operational manual shall be supplied. This manual may be in either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Apparatus Operational Manuals

The chassis manufacturer shall provide one (1) operational manual. This manual may be in either a notebook type binder, with reference tabs or USB thumb drive with all of the printed material in an electronic format (Adobe Acrobat PDF).

100044.1 - PAINT

1. Cab Color: Red
2. Cab Secondary Color: N/A
3. Description: Solid Red

100025.1 - CHASSIS SPECIFICATIONS

One (1) FORD F-550 rear axle drive 4x4, dual rear wheels (DRW), Super Cab (extra cab) XL, cab and chassis

GVWR: 19,500#

Wheelbase: 168"

Grille: black

Tow Hooks: front loops

Driving Front Axle and Suspension: 7,500# HD front package, 7,500# suspension package, stabilizer bar, front shocks, manual hubs

Tires: two (2) front tires shall be 225/70R19.50, radial all weather/off road tread

Front Wheels: two (2) 19.50" x 6.00" steel disc, ten (10)-hole pattern steel disc wheels, GRAY

Rear Axle and Suspension: 14,706# wide track rear axle, 14,706# suspension package, stabilizer bar,

Differential Gears: 4.88 Gears, Limited slip Rear Differential

Tires: four (4) 225/70R19.50 radial all weather/off road tread

Rear Wheels: four (4) 19.50" x 6.00" steel disc, ten (10)-hole pattern steel disc wheels, GRAY

Braking System: four (4) wheel disc brake system with an Anti Lock (ABS)

Electronic Shift on the Fly: The chassis shall be equipped with an electronic shift transfer case. The front axle hubs shall be auto locking, with a manual backup feature.

Engine:

- Model: Power Stroke 6.7 turbo-charged diesel
- Number of Cylinders: Eight (8) "V" configuration
- Displacement: 6.7 liters
- Rated Brake Horsepower: 330 at 2800 rpm
- Rated Torque: 770 ft lbs
- Turbocharger

High Idle Control

Cooling System: a coolant mixture protected to -30 degrees Fahrenheit

Exhaust System: horizontally mounted, discharge on passenger's side aft of wheels

Fuel Tank: 40 gallon rear mounted, driver's side filler extension

DEF Tank:

Transmission: Ten speed automatic

Chassis PTO Output: The chassis transmission shall be equipped with the factory PTO output provision.

Steering: power steering system

Batteries: two (2) 78 amp-hr 750CCA 12-volt batteries

Alternator: single 220 amp 12 volt

Cab Construction: XL Series Super Cab (4) door aluminum construction, sun visors, tinted glass, roof clearance lights, grab handles interior

Mirrors: black manually telescope fold-away in/out for view adjustment.

Air bags front and air curtains side

Climate Controls: controls for heat, defroster, and air conditioning

Window and Door Controls: manual

Air Bags: driver's and passenger's front, seat side, and side curtain

Cab Instruments: standard type, six (6) rocker switches

Drivers and Passenger Seat: 40/20/40 vinyl bucket type seats with three (3) point safety harness. center flip down seat back. Split fold down rear seats

Printed Manuals: one (1) printed chassis operation manual

Cab Accessories: AM/FM radio, two radio speakers and antenna

Operator Controlled Manual Regen System

Jack and Lug Wrench Set

Color: Ford Race Red [More](#)

203807.1 - 60" CAB TO AXLE

The chassis Cab to Axle measurement shall be 60".

203918.1 - CHASSIS FLEET/GOVERNMENT INCENTIVE DISCOUNT

Pricing quoted is contingent upon the end user (customer) filing for and receiving OEM Fleet/Government Pricing Number.

FAILURE BY THE CUSTOMER TO RECEIVE THE OEM FLEET/GOVERNMENT PRICING NUMBER WILL RESULT IN FULL LIST PRICE BEING CHARGED FOR THE CHASSIS.

100046.1 - CHASSIS SUSPENSION SYSTEM

A 6" heavy duty, 4 link, off road suspension lift kit with heavy-duty off road shocks shall be installed on the Ford chassis. The system is designed to significantly increase wheel travel, in addition to giving the chassis increased ground clearance.

NOTE: THE END USER MUST BE AWARE THAT LIFTING THE CHASSIS AND ADDING LARGER TIRES WILL ALTER THE VEHICLES CENTER OF GRAVITY. THIS WILL AFFECT THE VEHICLES HANDLING CHARACTERISTICS.

IN ADDITION, THE LARGER TIRES WILL AFFECT STOPPING DISTANCE. THE SYSTEM IS NOT RECOMMENDED FOR VEHICLES THAT OPERATE PRIMARILY IN AN ON ROAD ENVIRONMENT. THE SYSTEM IS HIGHLY RECOMMENDED FOR VEHICLES THAT OPERATE IN OFF ROAD OR ROUGH TERRAIN ENVIRONMENTS.

DUE TO THE LARGER TIRES A VEHICLE SPEED SENSOR CALIBRATOR WILL BE INSTALLED TO RE-CALIBRATE THE SPEEDOMETER TO ACCOMMODATE THE LARGER TIRES.

TURNING RADIUS MAY BE REDUCED (if needed) 1-3 DEGREES TO PREVENT TIRE RUB.

100048.1 - FRONT AND REAR SUPER SINGLE TIRES AND WHEELS

There shall be four (4) super single front and rear tires, There shall be 335/80R20 22PR, severe service radial all terrain

tread. The tire weight rating shall be load range "M" (22 ply, 6780 lbs), and the speed rating shall be "K" (68 mph).

There shall be four (4) wheels for the front and rear tires. There shall be 20" x 11.00" disc, ten (10)-hole pattern special order for Military/Government on/off road application with a rating to match or exceed the tire rating.

100053.1 - SPARE SUPER SINGLE TIRE AND WHEEL

There shall be one (1) super single spare tire. It shall be 335/80R20 22PR, severe service radial all terrain tread. The tire weight rating shall be load range "M" (22 ply, 6780 lbs), and the speed rating shall be "K" (68 mph).

There shall be a 20" x 11.00" disc, ten (10)-hole pattern special order wheel for Military/Government on/off road application with a rating to match or exceed the tire rating.

100055.1 - MOUNTING SPARE TIRE AND WHEEL

The spare tire and wheel shall be mounted on top of the water tank.

100062.1 - FRONT BUMPER

The factory bumper shall be removed and replaced with a custom fabricated, heavy duty aluminum bumper and grille guard protection assembly.

100058.1 - REAR MUD FLAPS

The chassis shall be supplied with mud flaps with the manufacturer's logo. The mud flaps shall be installed behind the rear wheels.

100063.1 - FRONT BUMPER SKID PLATE 1/4"

A 1/4" (0.25") aluminum skid plate will be installed from the bumper area extending below the bumper and chassis radiator area.

100065.1 - TRANSFER CASE SKID PLATE, LONG

A removable heavy .250" aluminum skid plate assembly shall be installed to protect the oil pan and transfer case.

100111.1 - CAB STEPS

The cab shall be equipped with steel step assemblies, on each side of the cab. There shall four (4) stirrup steps mounted two (2) each side on the cab steps. They shall be installed in the best location to allow easy access to the cab.

100086.1 - CUSTOM FABRICATED CONSOLE AND SWITCH PANEL

A custom fabricated poly (plastic) electrical console and enclosure shall be located between the driver's and passenger's seats. It shall house the siren, switches, cup holder, and auxiliary equipment.

204397.2 - 12V, USB POWER OUTLETS

There shall be one(1) 12 volt plug-in utility power outlets rated at 4.8amps shall be provided in cab. It shall be a dual USB-A/USB-C outlet.

LOCATIONS: Mounted on the Center Console

Special: Nick Riddle changed component. 12/14/2023 10:48

100404.1 - CREW CAB SCBA & EMS CABINET

The interior cab shall be equipped with a SCBA and an EMS storage cabinet. The cabinet shall be mounted between the back cab wall and the rear of the front seats. The cabinet shall be constructed of 1/2" polyurethane.

The SCBA cabinet shall house two (2) SCBA brackets, and have storage underneath for two (2) spare SCBA bottles. The EMS cabinet shall be constructed to allow storage of EMS components.

100178.1 - REAR RECEIVER

The rear of the chassis shall be equipped with one (1) square steel tube receiver assembly for high or low angle rescue, trailer use, and winch applications. It shall be the same size as a Class III trailer hitch and shall be attached to the chassis frame assembly. The receiver shall be rated at approximately 10,000#.

The rear receiver assembly shall be equipped with two (2) heavy duty rear tow loops, one (1) each side.

100550.2 - FIRE PUMP SPECIFICATIONS

A Darley model number 2 BE 18 Vanguard gasoline powered centrifugal pump shall be installed. The medium pressure, high volume pump, direct drive, engine mounted shall meet the following performance requirements:

375 GPM @ 25 PSI
 300 GPM @ 45 PSI
 100 GPM @ 140 PSI

Pump Design

Pump casing shall be of anodized aluminum and vertically split, with a minimum tensile strength of 33,900 PSI - bronze-fitted. Pump ratio to be selected by the manufacturer's Engineering Department. Seal rings shall be renewable, double labyrinth, wrap around bronze type. Bearings are to be heavy duty, deep groove, radial-type ball bearings, oversized for long life. Bearings to be protected at all openings from road dirt and water splash with oil seals and water slingers.

The pump unit shall be supplied with a control panel for remote mounting, panel light, hour meter / tachometer, pressure gauge, on/off ignition switch, and a low oil pressure light, engine choke, engine throttle

Mechanical Seal

The pump shall be furnished with a Darley maintenance free mechanical seal. The mechanical seal shall be a non-contacting, non-wearing seal design. Seal shall be a Silicon Carbide Mechanical seals with welded springs. The stationary face of mechanical seals shall be made from Silicon Carbide, and be extremely hard and of a heat dissipative material, which resists wear and dry running damage much better than conventional Ni-resist and Tungsten Carbide materials

Pump Shaft

Pump drive shaft shall be precision ground, heat treated alloy steel, with a 1-3/8 spline. Gears shall be helical design, and shall be precision ground for quiet operation and extended life. The pump shaft shall be splined to receive broached impeller hubs, for greater resistance to wear, torsional vibration, and torque imposed by engine, as well as ease of maintenance and repair. Pump shaft to be precision-ground 416 stainless steel.

Impeller

The impeller shall be a high strength bronze alloy, splined to the pump shaft for precision fit, durability, and ease of maintenance.

Impeller shaft oil seals shall be constructed to be free from steel components except for the internal lip spring. The impeller shaft oil seals shall carry a lifetime warranty against damage from corrosion from water and other fire-fighting fluids.

Exhaust-Type Primer

The mufflers are coated with High Temp Powder Coat. The primer bodies are bronze with stainless steel components. The outlet of the primer is equipped with a 1.5" male NPT . Is easily operated via push-pull control wire connected to an internal butterfly valve. The venturi components are sized for the most efficient priming time and height possible utilizing the exhaust pressure available from the engine. Significantly lighter than a 12V electric primer. Requires much less physical effort by the operator than a mechanical hand primer.

Dimensions & Weight

27"L x 21"W x 25"H, 145lbs (66kg)

Suction 3" NPTF

Discharge (2) 1.5" NPTF and (1) 2.5" NPTF

Documentation

Pump Warranty/Guarantee to be included with each proposal. Pump warranty shall be for three (3) years or 3,000 hrs. Additional details about the warranty can be found in the Skeeter user's manual of this vehicle.

Engine

The pump shall be powered by an 18 horsepower, Briggs and Stratton Vanguard gasoline engine with a 16 amp regulated alternator and 12 volt electric starter with a backup recoil starter. A 6 gallon plastic fuel tank shall be supplied.

THERE SHALL BE A TUBE TO DIRECT THE EXHAUST PRIMER DISCHARGE TO UNDERNEATH THE TRUCK

Special: Nick Riddle changed component. 08/13/2024 14:12

100423.1 - THERMAL RELIEF UNIT

There shall be a Trident model brass thermal relief valve installed in the manifold allowing auto dump at 143Å° water temperature. The thermal relief valve shall auto close at 118Å° water temperature. There shall be a hose directing water under the body, but in a location visible by the pump operator.

100272.1 - STAINLESS STEEL PLUMBING SYSTEM

The auxiliary fire pump plumbing system shall be built mostly of stainless steel piping, fittings, and connections. Victaulic couplings shall be installed to permit flexing of the plumbing system and allow for quick removal of piping or valves for service. Tank connections and remote plumbing shall use high-pressure flexible piping. Flexible hose couplings shall be threaded stainless steel or Victaulic connections.

100285.1 - VALVES

All valves used in the plumbing installation shall be stainless steel quarter turn full flow type.

The plumbing installation shall include quarter turn ball valves with local "on-valve" handle control, with custom embossed labeling for each valve.

100483.1 - HOSE THREADS

The hose threads shall be National Hose Standard (NH) on all base threads on the apparatus intakes and discharges, unless otherwise specified.

100263.1 - EXHAUST SYSTEM

The auxiliary fire pump and engine assembly shall have a muffler and vertical exhaust pipe. The exhaust pipe shall be directed upward and away from the pump operator. A rain cap will be installed on the vertical exhaust outlet.

100265.1 - PUMP CONTROL PANEL ENCLOSURE

A pump panel enclosure shall be installed. The enclosure shall be fabricated of .125" aluminum with a DA finish, bolted in place with a pump instrument panel installed.

An engine and pump control panel shall be installed in the pump panel enclosure. The following shall be on the pump panel:

- 2.5" discharge pressure gauge
- start/stop control
- throttle control
- low oil pressure warning light

The pump control panel shall be installed at the passenger's side rear corner of the body.

100418.1 - REMOTE PUMP CONTROL PANEL IN CAB

The cab shall be equipped with secondary remote electrically controlled pump instrument control in the cab. There shall be a remote pressure gauge, start/stop switch, and electronic throttle control.

In addition, there shall be a remote control key FOB that will control the pump throttle from up to 200' away from the apparatus.

100268.1 - FUEL TANK

A remote fuel tank shall be installed for the auxiliary fire pump assembly at the rear of the apparatus. The fuel tank shall be mounted in a bracket. The fuel tank shall have capacity of approximately six (6) gallons. There shall be a fuel hose with plug in connections furnished between the fuel tank and carburetor assembly for the auxiliary pump.

100256.1 - ELECTRIC START WIRING TO CHASSIS

The 12 volt positive and negative cables shall be provided from the chassis battery to the fire pump area, wired through the master disconnect solenoid system. The cables shall have a circuit breaker installed at the chassis battery.

100253.1 - FIRE PUMP MASTER DRAIN

The fire pump shall have a master drain at the bottom of the water pump housing.

100254.1 - PUMP ENGINE OIL DRAIN

The fire pump engine shall have an oil drain line installed. It shall allow for easy oil draining.

100255.1 - AUXILIARY FIRE PUMP MOUNTING PROVISIONS

The auxiliary fire pump shall be installed at the passenger's side rear of the body. The sub-structure shall have welded in mounting sub-plates between the structural members.

100273.1 - FRONT BUMPER MANIFOLD SUPPLY

There shall be an 1.5" stainless steel valve, with a flexible supply hose installed to feed the front discharge manifold.

100270.1 - 2-1/2" GATED INTAKE -- REAR

One (1) 2-1/2" gated suction intake shall be installed on rear area to supply the fire pump from an external water supply. The valve shall be controlled with a direct quarter-turn ball valve control handle and shall have 2-1/2" NH female thread with removable screen with plug.

100283.1 - TANK TO PUMP LINE INSTALLATION

The 2.5" tank to pump line shall be installed with a flexible hump hose connection and stainless steel clamps to the water tank. The valve shall be controlled with a manually operated handle directly on the valve.

100281.1 - WATER TANK FILL AND COOLING LINE

One (1) 1" fire pump to water tank refill and bypass cooler line shall be provided. The pump to tank valve shall be a 1" full flow quarter turn ball valve with local control handle. A 1" flex hose shall be installed to the water tank.

100278.1 - 3/4" GARDEN HOSE DISCHARGE -- REAR

One (1) .75" garden hose discharge shall be installed on the rear pump area, controlled by a quarter turn ball valve with local control handle. The discharge shall have a .75" male garden hose threads and cap.

100274.1 - 2-1/2" DISCHARGE -- REAR

One (1) 2-1/2" discharge shall be installed at the rear pump area, controlled by a quarter turn ball valve. The discharge shall have 2-1/2" NH male hose threads. The discharge shall be equipped with 2-1/2" female x 1-1/2" chrome plated brass reducer, 1-1/2" chrome cap and chain.

100277.1 - 1-1/2" PRE-CONNECT DISCHARGE -- REAR HOSEBED

One (1) 1-1/2" pre-connect discharge shall be installed on the rear hosebed, controlled by a quarter turn ball valve with direct local control handle in pump area. The discharge shall have 1-1/2" NH male hose threads.

The valve shall be on the manifold, with a feed line to the rear of the tray.

100441.3 - FRONT OF BODY DISCHARGE (THROUGH THE TANK)

A 1.5" discharge shall be piped from the rear pump area to the front on the body. A 1.5" master control valve shall be installed at the rear pump manifold area with direct control handle. Two 1" valves shall be installed at the front of the water tank.

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100288.1 - HOSE REEL

One (1) Hannay aluminum hose reel shall be installed. The reel shall have leak proof ball bearing swing joint, adjustable friction brake, electric 12 volt rewind and manual crank rewind provisions.

The reel shall be mounted on the driver's side rear corner of the flatbed body.

100291.1 - REEL CAPACITY

Each hose reel shall have a capacity of 200 feet of hose.

100295.1 - HOSE REEL DISCHARGE

One (1) 1" discharge shall be piped from the fire pump to each hose reel with flexible high pressure hose. The quarter turn ball valve shall be on manifold.

100302.1 - NOZZLE MOUNT

Each 1" flexible hose discharge shall have a nozzle bracket installed to hold the nozzle in place.

100297.1 - HOSE REEL HOSE

One (1) 150' foot length of 1" water hose shall be installed on the hose reel. The hose shall be equipped with NH threaded couplings and have a 300 PSI working pressure.

100303.1 - HOSE REEL ROLLER

Each hose reel shall be provided with a Hannay center mounted stainless steel roller assembly.

100280.1 - GROUND SWEEP DISCHARGES -- FRONT BUMPER

Two (2) ground sweep discharge nozzles shall be installed, one each side of the front bumper. Each nozzle shall have a 1" electric control valve, switched independently in the cab. The discharges shall be equipped with removable ground sweep nozzles angled accordingly with a 180 degree total front sweep pattern. The flow rate shall be 15-30 gpm.

Each nozzle shall have a custom fabricated brush guard installed to protect from damage when off road. The valves and manifold shall be protected from damage by the front bumper and skid plate.

One (1) 1.5" front bumper ground sweep discharge shall be piped to the front bumper area. The discharge shall be controlled by a 1.5" manual override valve at the rear pump area. Flexible 1.5" diameter high pressure hose shall be provided from the pump to the sweep nozzles with low point drains where necessary.

100279.1 - FRONT BUMPER MONITOR

One (1) Akron 3462 Forestry Monitor with quick disconnect (34621103, FM 2NPTX1.5NH, 12V, 125NZ, JY, QD, VLV, RED) shall be installed. The remote monitor shall be located on the front bumper of the apparatus. The monitor shall be an all-electric single waterway monitor constructed of lightweight Pyrolite, with a 2" electric valve.

The monitor shall have a fully enclosed 12-volt motor and gears with a manual override for both horizontal and vertical rotation and may be operated simultaneously. The vertical travel shall be from 45-degrees below to 90-degrees above horizontal with adjustable stops at -20 degrees and +45 degrees. The horizontal rotation shall be 320-degrees with adjustable stops at +-90-degrees.

The logic box shall include coated, solid state components to resist water corrosion. The control joystick shall control the vertical and horizontal rotation of the monitor and the pattern of the nozzle.

The nozzle shall be 30-125 gpm adjustable.

The Akron "FireFox" monitor shall include a weather-tight enclosure and joystick controls mounted on the center cab console area. The joystick control shall include a valve trigger and following controls functions:

Water Valve: ON/OFF

Monitor: RIGHT/LEFT

Monitor: UP/DOWN

Pattern Control: STRAIGHT/FOG

100374.1 - MID BODY WHIP LINES

Two (2) 1" x 8 feet long 300# working pressure hose whips with threaded couplings shall be installed at front of body, one each side, with securement devices.

100259.1 - CLASS A FOAM SYSTEM

A Scotty Model #4171 Class A through-the-pump foam system shall be installed to supply all discharges. The unit shall be mounted at the rear of the apparatus, within easy reach of pump operator. The unit shall be adjustable, permitting various foam ratio percentages to be educted depending on the nozzles in use. Foam selection percentages between .07 and 3% shall be available. The foam system has been designed for simplicity of operation and maintenance. A flush system will be installed.

MAXIMUM WORKING PRESSURE: 300 PSI

100226.1 - WATER TANK GAUGES

One (1) Class 1 "Intelli-Tank" water tank level gauge shall be installed on pump panel. The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 tank. A pressure transducer shall be mounted on the outside of the tank in an easily accessible area.

CAB MOUNTED -

One (1) Class 1 112124 "Intelli-Tank" mini water tank level gauge shall be installed in the cab or center console. The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/4 tank.

204320.1 - WATER TANK LEVEL GAUGES PSTANK

There shall be two (2) Whelen PSTANK water level gauges with chrome bezels mounted on the apparatus.

One (1) shall be mounted horizontally on the upper rear corner of the drivers side of the apparatus. It shall be mounted on top of the hand rail, below the zone B upper warning light.

One (1) shall be mounted horizontally on the upper rear corner of the passenger side of the apparatus. It shall be mounted on top of the hand rail, below the zone D upper warning light.

The gauges shall not protrude beyond the outside edge of the handrails.

100200.1 - WATER TANK SPECIFICATIONS

The water tank shall have a capacity of 400 gallons.

100203.1 - TANK BUILD SPEC

The water tank shall be constructed of black polypropylene, poly-welded and tested inside and out. The tank manufacturer shall define the floor, top, sides, ends, and baffles material thickness. The tank shall carry a lifetime warranty.

The transverse and longitudinal swash partitions shall be interlocked and welded to each other as well as to the walls of the tank. The partitions shall be designed and equipped with vent holes to permit air and liquid movement between compartments. The tank covers shall be welded on top and bottom, and the transverse partitions, providing rigidity during fast fill operations. Drilled and tapped holes for lifting eyes shall be provided in the top area of the water tank.

The water tank manufacturer shall certify the capacity of the water tank prior to delivery of the apparatus. This capacity shall be recorded on the manufacturer's data plate.

100205.1 - NFPA COMPLIANCE

The water tank construction shall conform to applicable NFPA standards.

100206.1 - WATER TANK SIGHT GAUGE

The water tank shall be equipped with translucent water level sight gauge in the rear wall of the tank.

100207.1 - FILL TOWER LOCATION

The tank fill tower shall be located in the driver's side rear corner of the water tank.

100209.1 - VENT AND OVERFLOW

The fill tower shall incorporate a vent and overflow system shall be designed into the water tank. The system shall include a 3" diameter pipe that functions both as an air vent while emptying the tank and as an overflow when filling the tank. The overflow shall discharge excess water below the frame rails of the vehicle.

100215.1 - PUMP TO TANK CONNECTION

An 1-1/2" connection shall be provided on the water tank for connection of the discharge side of the pump to the tank for filling purposes. The valves and hose required to complete this connection shall be supplied by the final assembler.

100216.1 - WATER TANK DRAIN PLUG

A 1.5" drain plug shall be installed in the bottom of the water tank under P/S wheel well for water tank draining and flush-out of debris.

100227.1 - FOAM TANK SPECIFICATIONS

The Class A foam tank shall have a capacity of 10 gallons.

100232.1 - FOAM TANK AND VENTING PROVISIONS

The foam concentrate tank shall be provided with a fill pipe having a volume of not less than 2 percent of the total tank volume. The filler opening shall be capped with a sealed air-tight threaded cover. The fill opening shall be designed to incorporate a removable screen and shall be located so that foam concentrate from a five (5) gallon container can be

dumped into the tank.

The foam tank filler shall be equipped with a pressure/vacuum vent that enables the tank to compensate for changes in pressure or vacuum when filling or withdrawing foam concentrate from the tank. The pressure/vacuum vent shall not allow atmospheric air to enter the foam tank except during operation or to compensate for thermal fluctuations. The vent shall be protected to prevent foam concentrate from escaping or directly contacting the vent at any time. The vent shall be of sufficient size to prevent tank damage during filling or foam withdrawal.

A color coded label or visible permanent marking that reads "CLASS A -- FOAM TANK FILL" shall be placed at or near the foam concentrate tank fill opening. An additional label shall be placed at or near any foam concentrate tank fill opening stating the type of foam concentrate the system is designed to use.

Any restrictions on the types of foam concentrate that can be used with the system shall also be stated, along with a warning message that states "WARNING: DO NOT MIX BRANDS AND TYPES OF FOAM."

100233.1 - FOAM SYSTEM PIPING

A 3/4" fitting shall be provided on the foam tank for connection of the foam tank to the suction side of the foam system.

100235.2 - FOAM TANK DRAIN AND VALVE PROVISIONS

A 3/4" diameter connection, piping, and valve shall be installed for the foam tank for draining purposes.

The drain shall have it's own dedicated valve to drain the foam underneath the truck and be able to be captured.

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100239.1 - FOAM TANK GAUGES

One (1) Class 1 foam tank level gauge shall be installed on pump panel. The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 tank. A pressure transducer shall be mounted on the outside of the tank in an easily accessible area.

CAB MOUNTED

One (1) Class 1 112124 Intelli-Tank" mini foam tank level gauge shall be installed in the cab or center console. The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/4 of a tank.

100684.2 - CUSTOM RESCUE/STEP SIDE ALUMINUM BODY

The body will be a custom fabricated severe service rescue-side type, constructed of all aluminum. The body shall be 114" long by 96" wide, designed for a 60" cab to axle dimension. The body shall be specifically designed and engineered for off-road wildland firefighting.

MAIN FRAME

The body shall have 6" x 1.75" structural aluminum channel main frame rails. The body frame rails shall be isolated from the truck frame by .500" industrial isolators.

SUB-FRAME

The cross-members shall be 3" x 2 5/16" structural aluminum I beams with cross-members on 12" centers.

MOUNTING

The body shall be bolted to the chassis frame rails at the rear end of the frame. There shall be brackets installed at the middle of the body frame to prevent side to side movement. The body shall be spring mounted at the front of the body frame. The flexible mounting system shall allow for body/chassis flexing during extreme off road conditions.

SQUARE CORNERS

The front corners of the flat-bed body shall be square.

HEADACHE RACK

The front of the body shall have a 2" formed aluminum tube headache rack. The rack shall extend the full width of the body and be attached to the front body corners. The assembly shall extend above the chassis cab and have mounting platform for installation of the light bar and two work lights. Wiring for the lights will be placed inside the tubing for protection. The headache rack shall have four (4) vertical 2" tubes for extra strength.

FUEL FILLER

The fuel filler tube and cap shall be installed at the driver's side, rear of the body.

FENDER PANELS

The lower portion of the flat-bed body shall have fender panels over and aft of the rear wheel panel area. The panels shall be constructed of aluminum. The wheel well openings will be cut out to conform to the wheels.

REAR BODY PANEL

A vertical body panel shall be installed at the rear of the body constructed of .125" smooth aluminum. The panel shall house the running lights, taillights, back-up lights, and emergency lights. The body panel shall be angled to allow for approximately 27 degrees angle of departure.

PROTECTIVE RAILS

The upper body area shall be protected with radius corner 1" diameter aluminum tube railing assembly installed around the top of the body. The corners of the body shall have vertical risers space in critical areas. The railings shall act as protection for the upper body structures when off road in heavy brush conditions. The rear upper body corner rails shall house the upper emergency lights and work lights.

SIDE BODY COMPARTMENT, FRONT BODY -- PASSENGER'S SIDE

One (1) body equipment storage compartment shall be installed at the front of the body just behind the headache rack, passenger's side of the apparatus. The dimensions shall be approximately: 30" wide, 44" high, and 24" deep. The compartment shall be constructed of .125" aluminum on all exterior surfaces. The compartment shall be equipped with a vertically hinged door with a single latch installed. The door shall be equipped with a gas operated door opening assistant cylinder.

The vertical compartment shall have one (1) fixed shelf.

The compartments shall be equipped with:

- a lift up door with latch installed
- key type door locks.
- dual gas operated door opening assistant cylinders.
- a white LED strip light that is automatically controlled by a door activated switch.
- a louvered vent
- Turtle Plastics Turtle Tile Compartment Matting shall be installed in the compartment. Turtle Tile shall be black in color and lock together design.

The actual door openings shall be approximately 3" smaller in dimension.

WALKWAY

The front of the body shall have a 24" front to rear by 72" left to right walkway in front of the water tank. The walkway shall allow access from the driver side of the body to have a NFPA compliant walkway surface.

SIDE STEP CUBICLE

An approximate 24" wide x 20" high x 24" deep cubicle shall be constructed of polished NFPA compliant aluminum tread plate on the driver's side in the front of the body.

HINGED SAFETY GATE ASSEMBLY

The step-side cubicle on the driver's side in the front of the body shall be equipped with a swing in safety lock gate constructed out of 1" aluminum tubing. The gate shall be locked in the closed position by a locking pin and stop bracket and shall have a hydraulic cylinder to hold the gate either in the fully open or the fully closed position.

203802.1 - DIAMOND PLATE FINISH BODY AND COMPARTMENTS/TRAYS

The exterior surface of all body skins, compartments, and trays shall all be polished diamond plate aluminum finish.

203817.1 - STORAGE RACK ON TOP OF TANK

An open storage rack shall be installed on top of tank. The sides of the rack shall be expanded aluminum. The unit shall be 10" high and full width and length of tank as space permits.

Location: Top of Tank. RACK SHALL BE FULL PERIMETER OF TANK

100144.1 - DRIVERS SIDE UPPER BODY COMPARTMENT

A body equipment storage compartment shall be installed on the flatbed surface, driver's side of the apparatus. The exterior dimensions shall be approximately 48" wide, 24" high, and 18" deep. The compartment shall be constructed of .125" aluminum on all exterior surfaces.

The compartment shall be equipped with:

- a lift up door with latch installed
- key type door locks.
- dual gas operated door opening assistant cylinders.
- a white LED strip light that is automatically controlled by a door activated switch.
- a louvered vent
- Turtle Plastics Turtle Tile Compartment Matting shall be installed in the compartment. Turtle Tile shall be black in color and lock together design.

The actual door opening shall be approximately 3" smaller in dimension.

100148.1 - PASSENGERS SIDE UPPER BODY COMPARTMENT

A body equipment storage compartment shall be installed on the flatbed surface, passenger's side of the apparatus. The exterior dimensions shall be approximately 48" wide, 24" high, and 18" deep. The compartment shall be constructed of .125" aluminum on all exterior surfaces.

The compartment shall be equipped with:

- a lift up door with latch installed
- key type door locks.
- dual gas operated door opening assistant cylinders.
- a white LED strip light that is automatically controlled by a door activated switch.
- a louvered vent
- Turtle Plastics Turtle Tile Compartment Matting shall be installed in the compartment. Turtle Tile shall be black in color and lock together design.

The actual door opening shall be approximately 3" smaller in dimension.

100585.1 - UNDER BODY COMPARTMENTS -- REAR BODY, D/S AND P/S

Two (2) under flat bed equipment storage compartments shall be installed under the flatbed surface, on the passenger's and driver's side of the apparatus, behind the rear axle. The exterior dimensions shall be approximately: 20" wide, 15" high, and 23" deep. The compartments shall be constructed of .125" aluminum on all exterior surfaces. The compartments shall be equipped with a vertically hinged door with latch installed. The compartment shall have turtle tile installed.

100159.1 - UNDER BODY COMPARTMENT -- REAR CENTER

An under body equipment storage compartment shall be installed under the flatbed surface located in the center rear of the apparatus. The compartment shall be between the vertical body beams, upper floor surface, and an aluminum lower floor area. The compartment shall be equipped with a hinged drop down door with dual latches installed.

The exterior dimensions shall be approximately:

- 108" for a 114"L bed
- 120" for a 138"L bed

100166.1 - REAR SLIDE-OUT TRAY

The rear center compartment shall be equipped with an .190" aluminum slide out tray on UHMW plastic slide pads and poly rollers. The tray shall be full width and full length of the compartment interior.

100164.1 - DOOR AJAR LIGHT

A "door ajar" warning light shall be installed on the center console. The light shall be flashing red LED light with a clear lens.

203467.1 - EXPANDED METAL HOSE TRAY -- DRIVERS SIDE

A hose storage tray shall be installed over the driver's side equipment compartment, on the driver's side of the apparatus. The dimensions shall be approximately: 16" wide, 8" high, and 64" long. The hose tray shall be constructed entirely of .125" expanded aluminum on all exterior surfaces. The assembly shall be equipped with a hinged lift up aluminum door on top,

enclosed front panel, and open rear area. The hose tray shall be equipped with Turtle Tile floor covering.

203448.2 - TOOL STORAGE TRAY/COMPARTMENT EXPANDED METAL -- PASSENGERS SIDE

A tool storage compartment shall be installed over the passenger's side equipment compartment, on the passenger's side of the apparatus. The dimensions shall be approximately: 16" wide, 8" high, and 64" long. The compartment shall be constructed of .125" expanded aluminum on all exterior surfaces. The compartment shall be equipped with a hinged lift up aluminum door with a latch installed. The compartment shall be equipped with Turtle Tile floor covering.

203941.1 - COMPARTMENT FLOORING

Turtle Plastics Turtle Tile Compartment Matting shall be installed in all compartments and trays excluding the rear center under-body compartment. Turtle Tile shall be black in color and lock together design. [More](#)

100180.1 - REAR PULL OUT STEP

There shall be a rear "Pull-Out-Fold-Down" step located at the driver's side rear of the apparatus, step shall be stowed in a pocket under the rear of the unit. Storage pocket shall be fabricated to allow easy access to deploying for operation.

100181.1 - FOLDING STEP

A Signature 4 lighted 8" square folding step of die cast zinc shall be installed. The step shall comply with NFPA non-slip standards and shall be installed on the rear driver's side of the body. The step shall be equipped with lighting to NFPA standard.

100692.1 - SIDE BODY ACCESS STEPS

There shall be a body access step assisting in access to top of the tool/hose trays from the side of the apparatus. It shall be a stirrup design, and be fabricated from 1" aluminum tubing. They shall be installed under the front of the body, one (1) each side.

100325.1 - ELECTRICAL ENCLOSURE

An electric wiring enclosure for the 12 volt wiring shall be installed in the forward wall of the driver's side upper body compartment with an access panel. The dimensions of the enclosure shall be approximately 20" high, 14" wide, and 4" deep.

100326.1 - 12 VOLT ELECTRICAL SPECIFICATIONS

The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards and the applicable requirements of the NFPA.

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring, wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a minimum 289 degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be secured with mechanical type fasteners and rubber grommets

Wiring between cab and body shall be split using connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.

Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants and damage.

Low voltage overcurrent protective devices shall be provided for the electrical circuits. The devices shall be accessible and

located in required terminal connection locations or weather resistant enclosures. Overcurrent protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.

All electrical wiring shall be placed in a protective loom or be harnessed.

Exposed connections shall be protected by heat shrink material and sealed connectors.

Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone.

Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside.

A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.

All lights in a weather exposed area that have their sockets shall have corrosion preventative compound added to the socket terminal area.

100327.1 - ELECTRICAL HARNESS AND WIRING

All wiring shall be hidden, enclosed, or protected under the body in protective material, or within the apparatus body components. In addition, split loom conduits shall be installed and enclosed, suitably secured and protected against heat and physical damage.

100091.1 - BATTERY SWITCH - MASTER DISCONNECT

A rotary type master disconnect switch shall be provided in the cab within easy reach of the driver. The switch shall have a switch plate with Off/On label.

There shall be a GREEN indicator light in the center console indicating the power is "ON".

100094.2 - BATTERY CHARGER AND 120 VOLT SHORE POWER RECEPTACLE

A Kussmaul Autocharge 1000, Model 091-215-12, high output automatic battery charger shall be provided. The battery charger shall be wired to the 12 volt battery system. The unit shall be mounted in a clean, dry area accessible for service and/or maintenance. It shall be wired to the specified shore power receptacle.

It shall include Model 091-194B-IND-WT-XX Digital Status Display Center.

It shall also include Model 091-55-15-120 15 amp "auto-eject" shore power receptacle with hinged weatherproof cover and an enclosure for protection from dirt and damage. The shore power plug shall be "ejected" when the chassis' engine starter is engaged and the receptacle shall be wired to any 120 volt A/C equipment requiring shore power.

Location shall be: DS Tailboard

Color of Digital Status Display Center and Auto Eject: Red

Special: Nick Riddle changed component. 03/08/2024 11:08

100328.1 - DOT IDENTIFICATION LIGHTS

All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

100329.1 - LICENSE PLATE MOUNTING

An LED license plate light shall be installed on the rear vertical wall of the body.

100330.1 - BRAKE, TURN, TAIL LIGHTS

Two (2) Whelen M6 Series Model M6BTT 4-5/16" x 6-3/4" brake, turn, tail lights with M6FC chrome flanges shall be provided. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens. The lighthouses shall be surface mountable via two screws.

The lighthoods shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The lighthouse shall include 164 flash patterns including: a variety of CA Title 13 compliant, sinkable, left/right, top/bottom, in/out, and steady burn. The lighthoods shall have the Whelen exclusive NERM (Non-Emergency Recognition Mode) feature.

The lens/reflector assembly shall be wet sealed and resistant to: water, moisture, dust, and other environmental conditions. The outer lens shall have a hard coating applied to increase strength and ensure longevity. The light engine shall be installed at the rear of the unit and be completely sealed. The pc board shall be conformal coated for additional protection.

The lights shall be furnished with five 6" wire pigtails, a Santoprene rubber gasket and the #M6FC chrome flanges shall be included for installation.

100331.1 - BACK-UP LIGHTS

Two (2) Whelen M-Series, 4" x 6" rear LED back-up lights shall be installed.

100096.1 - TRAILER PLUG

Wiring shall be provided at the rear of the apparatus for the towing of an auxiliary trailer. A 12 volt seven (7) pin electrical connector shall be wired to the chassis stop, running, and turn lights.

100712.2 - OFF-ROAD LIGHTS

There shall be two (2) FRC SoBrite 6" LED lights installed on front bumper/grille guard.

Lights shall be controlled by the CenCom controller

Special: Nick Riddle changed component. 08/13/2024 14:14

100070.1 - NO BUMPER GROUND LIGHTS

There shall be no under bumper ground lights installed.

200312.1 - GROUND LIGHTS, CAB, 4 DOOR, LED STRIPS

Four (4) LED ground strip lights shall be installed under the cab step area in compliance with NFPA standards, two (2) on each side of the apparatus, wired to the Cencom, and the chassis interior lights.

100182.1 - GROUND LIGHTS - UNDER REAR STEP

Two (2) Grote #63871 LED ground lights shall be installed under the rear step area, one on each side of the apparatus. They shall have an aluminum housing, and be 800 lumens at 1.4 amps.

100184.1 - BODY WORK LIGHTS

Four (4) Grote #63871 LED body work lights with clear lens shall be installed, wired to switch on the Cencom. They shall have an aluminum housing, and be 800 lumens at 1.4 amps. Location shall be: in each corner of the protective tubing assembly to light the pump panel and the front body walkway area.

100322.1 - SCENE LIGHTS

Six (6) Rigid Manufacturing Dually 20211 scene lights shall be installed. The LED scene lights shall incorporate clear LED's with a clear optic polycarbonate lens for maximum illumination.

Location shall be: Two (2) outward facing, each side of body, two (2) rear facing.

100503.1 - DIGITAL TILT METER

An electronic tilt meter shall be installed on the dashboard. The unit shall indicate the degree of side slope the vehicle is on. It shall also include a GPS speedometer.

100107.2 - BACK-UP CAMERA SYSTEM FLUSH MOUNTED IN REAR BUMPER

One (1) Rear View Systems camera system shall be furnished utilizing a camera which provides a wide field of view and picture quality. A sealed camera enclosure shall be utilized along with electronic connections. The color monitor shall be installed in cab.

One (1) camera shall cover the rear of the apparatus, which will activate during back-up mode and during normal operations if needed.

Location: Flush Mounted Rear Bumper

100324.1 - BACK-UP ALARM

One (1) back up alarm shall be installed.

204467.2 - WHELEN CORE CENCOM

A Whelen CenCom Core system shall be provided. This system shall control the warning and scene lights as directed by the fire department.

The Core Controller Backlight will be connected to the chassis dimmer switch if we are capable

Special: Nick Riddle changed component. 08/13/2024 14:15

100313.1 - SIREN SPEAKER

One (1) Whelen Model #SA315P Projector Series siren speaker shall be provided with bracket. The 100 watt siren speaker shall be designed in a black nylon composite housing with 123 decibel rating.

Location shall be: Behind the front grille.

100310.1 - MOUNTING OF LIGHT BAR WITH PROTECTIVE GUARD

The lightbar shall be mounted on the headache rack shelf with an aluminum brush guard protective assembly.

100309.1 - LIGHTBAR

A Whelen Legacy low profile Super-LED NFPA lightbar shall be installed. The 54" lightbar shall be designed to meet the minimum clearing requirements for Zone A Upper. The internal components of the lightbar shall be housed within a two piece extruded aluminum base/top. The outer shell shall be clear optic polycarbonate lenses designed to maximize light output and shield against environmental elements.

The lightbar shall utilize snap-in brackets to hold in the lighthoods. The brackets shall give the end user the ability to make quick repairs. The lightbar shall have all solid state components. The lightbar shall have two wire harnesses exiting the unit: one (1) 17 conductor 22 gauge control cable which controls all internal light functions; and one (1) 2 conductor 10 gauge cable for main power and ground. Each cable shall be 15' long.

The lightbar shall have four (4) red Linear Super-LED corner modules to provide off angle protection for the front and rear of the vehicle. Each corner module shall consist of twelve (12) Super-LEDs mounted within a vacuum metalized parabolic reflector. The corner module shall also utilize an optic collimator for maximum light output. The twelve (12) LEDs shall be mounted in one straight line.

The solid state I/O board shall be microprocessor controlled. The I/O board shall have built-in reverse-polarity protection and output-short protection. The board shall have the ability to flash sixteen (16) LED warning lights. There shall be a data bank of 13 Scan-Lock flash patterns including steady burn. The board shall also have outputs to add takedown and alley lights. Low power and cruise light function shall also be included. The cruise light function shall allow the user to employ the four (4) corner modules as marker courtesy lights.

The lightbar shall include clear "Take Down" and "Alley Lights".

The lightbar shall have an amber "Traffic Advisor" built into the rear portion of the lightbar.

100315.1 - NFPA WARNING LIGHTS

ZONE A -- LOWER FRONT WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be in the front forward facing area of the front bumper. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens. The lighthoods shall be surface mountable via two screws. The lighthoods shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination.

ZONE B AND D -- INTERSECTION LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be installed on bumper extension, as far forward as possible. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE B AND D -- LOWER SIDE REAR CORNER WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flange shall be installed in lower rear side corner body area. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE B AND D -- UPPER SIDE REAR WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be installed in the upper rear body side panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE C -- UPPER REAR WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be installed in the upper rear corner of the handrails. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE C -- LOWER REAR WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be lower rear of body. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

100335.1 - CUSTOM GRAPHICS

The apparatus shall be provided with two (2) custom designed sign gold graphics, emblems, or seals. The installation shall be designed primarily with letters and numbers as specified. The purchaser shall approve of the design graphics prior to installation.

203904.1 - NO CAB ROOF LETTERING**100338.1 - REFLECTIVE STRIPING**

The sides of the vehicle shall be provided with a 1" x 4" x 1" wide 3M brand Scotchlite reflective multi-stripe. There shall be a 1" gap between each of the stripes. The striping shall be placed up to 60" above ground level and shall conform to NFPA reflectivity requirements. At least 50% of the perimeter length of each side shall have reflective striping.

100343.1 - FRONT CHEVRON STRIPING

There shall be alternating chevron striping installed across the front bumper where permitted. The chevron striping shall consist of 6" diamond grade in the following colors:

The first color shall be red diamond grade.

The second color shall be lime yellow diamond grade.

100345.1 - REAR CHEVRON STRIPING

There shall be alternating chevron striping installed on the rear vertical body panel. The chevron striping shall consist of 6" diamond grade in the following colors:

The first color shall be red diamond grade.

The second color shall be lime yellow diamond grade.

100346.1 - CAPACITIES PLACARD

The apparatus shall have a reflective placard that provides the following information:

Water Tank Capacity
Pump Capacities
NWCG Typing
Skeeter Contact Information

100348.1 - FOAM NOZZLE

One (1) Task Force Tips model # DS1040BCP Bubble Cup dual gallonage foam nozzle with stainless steel shutoff ball shall be supplied. The nozzle shall be capable of producing either a fog or straight stream with the ability to instantly aspirate foam by sliding a sleeve forward. For corrosion resistance the nozzle shall be constructed from hard coat anodized aluminum. An

integral pistol grip handle shall be positioned directly below the valve handle. The nozzle shall be configured for flow settings of 10 and 40 GPM at 100 PSI, and have a 1" female NH swivel rocker lug inlet and have a twist off position for positive shut off of the water flow.

100350.1 - SPANNER AND HYDRANT WRENCH SET WITH MOUNTING BRACKET

One (1) Kocheck lightweight spanner wrench holder shall be installed. The bracket shall hold one (1) hydrant wrench and two (2) universal spanners. It shall be mounted on the rear vertical exterior panel of the driver's side compartment.

100366.1 - APPARATUS WARRANTY SKEETER MANUFACTURED ITEMS

A five (5) year parts and labor warranty on items manufactured by Skeeter Emergency Vehicles and a ten (10) year warranty on the structural integrity of the body. For warranty issues please contact your local dealer or Skeeter Brush Truck service center and request warranty from the service advisor at that location.

100369.1 - WATER TANK WARRANTY

MANUFACTURER'S LIMITED WARRANTY AND NOTICE OF DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES

Manufacturer issues this limited warranty to the customer who is the original retail purchaser ("Customer") of a polypropylene tank (the "Tank") (10 to 4000) gallons.

100363.1 - NFPA COMPLIANCE

The fire apparatus shall be built to the purchaser's requirements stated in this specification in compliance with all state and federal highway safety requirements. The vehicle is designed to meet NFPA 1906.

Unless included in the specification, the customer will provide all the necessary equipment to comply with NFPA 1906 Section 10.2.

100365.1 - ROAD TEST

A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time the apparatus will show no loss of power nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise.

100362.1 - ELECTRICAL LOAD ANALYSIS

A 12 volt electrical load analysis shall be performed in order to test response and stationary modes of electrical amp load.

100361.1 - FIRE PUMP OPERATIONS TEST

The fire pump shall have a operational pump test performed by a Skeeter Emergency Vehicles technician with a run time of one (1) hour to confirm proper operations of all pump related components.

*** NOTE: ALL TESTING SHALL BE DONE AND PERFORMANCE OBSERVED BETWEEN SEA LEVEL AND 1000' ELEVATION.

*** HIGH ALTITUDE PERFORMANCE MAY NOT REPRESENT TESTING RESULTS SHOWN.

100196.1 - FINAL ASSEMBLY AND APPARATUS FINISHING PREP SPECIFICATIONS

The apparatus shall be assembled in a high quality and controlled environment. The fit, form, and finish of the body shall be to the highest level fire apparatus manufacturing standards. Upon completion, the apparatus shall be ready for final inspection and road testing as required herein.

100136.1 - SKEETER BRUSH TRUCK EMBLEMS

Three (3) Skeeter Emergency Vehicles emblems will be affixed to the cab and body.

100042.1 - WARNING LABEL -- SEAT BELT USAGE

A warning label for use of seat belts shall be installed in the cab by the chassis manufacturer.

100043.1 - LOUD NOISE WARNING LABEL

A final stage manufacturer shall install "hearing loss" potential warning labels on the vehicle in any areas or fixed equipment that produces excessive noise levels. (exhaust outlet, sirens and air horns shall not be required for such equipment.)

100135.1 - WARNING LABEL -- NO RIDING ON REAR

A warning label stating: "NO RIDING ON REAR OF APPARATUS" shall be installed on rear of the apparatus. The label shall be applied to the vehicle at the rear step area. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion, is prohibited.

100040.1 - CHASSIS PREPARATION

The chassis cab shall be "prepped" for fire apparatus production as follows:

- a) Wash and clean chassis
- b) Weigh chassis for NFPA reports
- c) Quality control check in.

100041.1 - SEATING

There shall be a label identifying the number of seat belted locations on the unit.

100351.1 - PRE-CONSTRUCTION MEETING

A pre-construction meeting shall be conducted at the manufacturer's plant. The transportation to this meeting shall be the responsibility of purchaser.

100651.1 - DRAWINGS

There shall be design drawings submitted to the customer prior to the pre-construct conference. The CAD drawings shall include all sides of the apparatus. The customer shall agree to the drawings reflecting the correct apparatus design and layout prior to construction.

100353.1 - TERMS OF PAYMENT AND PREPAYMENT PROVISIONS

Terms of payment for the specified vehicle shall be only cash or equivalent on delivery and acceptance for the unit. No bid will be considered which requires the purchaser to deposit with the bidder a down payment, prepayment of chassis, or any other such consideration as a condition of the bid. Such a requirement shall be grounds for immediate rejection of the bid.

100356.1 - DEMONSTRATION AND FAMILIARIZATION OF VEHICLE

The bidder shall demonstrate and familiarize the purchaser regarding the vehicle's operation. This shall include operation of chassis, major components, review of delivery information and documentation. This demonstration shall be completed at Skeeter Emergency Vehicles factory location in Hillsboro, Texas.

100358.1 - DELIVERY REQUIREMENTS

The apparatus shall be picked up at the manufacturer's plant by the purchaser.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024
PRESENTED BY: Cesar Torres, Chief of Police
AGENDA ITEM: Authorization to purchase computers and accessories for the Mission Police Department, totaling \$94,252.43, via Dell Marketing LP #TX DIR-TSO-3763 - Torres

NATURE OF REQUEST:

The Mission Police Department is seeking authorization to purchase computers and accessories for the police department, as the current computers and accessories require to be updated or are defective. The total purchase amount is \$94,252.43. This purchase will be made from Dell Marketing LP's contract #TX DIR-TSO-376. This purchase was previously budgeted under the IT Department's budget.

BUDGETED: Yes **FUND:** General **ACCT. #:** 01-430-74950
BUDGET: \$784,850 **EST. COST:** \$94,252.43 **CURRENT BUDGET BALANCE:** \$636,393

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval.

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES
 _____ NAYS
 _____ DISSENTING _____



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Quote Name:	Quote 2	Sales Rep	Mary Perez
Quote No.	3000183959998.3	Phone	1(800) 4563355, 6180887
Total	\$94,252.43	Email	Mary_Perez1@Dell.com
Customer #	19368650	Billing To	PAYABLE ACCTS
Quoted On	Dec. 06, 2024		CITY OF MISSION
Expires by	Jan. 05, 2025		1201 E 8TH ST
	Texas Department of		MISSION, TX 78572-5812
Contract Name	Information Resources (TX		
	DIR)		
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	28301985		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Mary Perez

Shipping Group

Shipping To	Shipping Method
PAYABLE ACCTS CITY OF MISSION 1201 E 8TH ST MISSION, TX 78572-5812 (956) 580-8716	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5550	\$1,052.86	24	\$25,268.64
Dell Pro Wireless Keyboard and Mouse KM5221W	\$32.49	56	\$1,819.44
Dell EcoLoop Pro Backpack	\$38.99	24	\$935.76
Dell Dock- WD19S 130w Power Delivery 180w Power Supply	\$139.43	30	\$4,182.90
OptiPlex All-in-One (7420)	\$1,010.93	48	\$48,524.64

Dell 24 Monitor - P2425H	\$126.54	45	\$5,694.30
Dell Latitude 7450	\$1,526.36	5	\$7,631.80
Dell EcoLoop Pro Backpack	\$38.99	5	\$194.95

Subtotal:	\$94,252.43
Shipping:	\$0.00
Non-Taxable Amount:	\$94,252.43
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total: \$94,252.43

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Shipping Group Details

Item 58.

Shipping To

PAYABLE ACCTS
CITY OF MISSION
1201 E 8TH ST
MISSION, TX 78572-5812
(956) 580-8716

Shipping Method

Standard Delivery

		Unit Price	Quantity	Subtotal
Dell Latitude 5550		\$1,052.86	24	\$25,268.64
Estimated delivery if purchased today: Dec. 13, 2024 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763				
Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5550 BTX Base	210-BLMN	-	24	-
Intel(R) Core(TM) Ultra 7 155U (12 MB cache, 12 cores, 14 threads, up to 4.8 GHz)	379-BFPD	-	24	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	24	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	24	-
Assembly Base MTL 5550	338-CNRG	-	24	-
Integrated Intel graphics for Intel Core Ultra 7 155U processor	338-CNRM	-	24	-
Intel vPro Management Disabled	631-BBSQ	-	24	-
16 GB: 2 x 8 GB, DDR5, 5600 MT/s (5200 MT/s with 13th Gen Intel Core processors)	370-BBTL	-	24	-
512 GB, M.2 2230, TLC, Gen 4 PCIe NVMe, SSD	400-BRFW	-	24	-
15.6", FHD 1920x1080, 60Hz, IPS, Touch, AG, 250 nit, 45% NTSC, FHD+IR Cam, 4G	391-BJGT	-	24	-
English US backlit AI hotkey keyboard with numeric keypad, 99-key	583-BLNH	-	24	-
Intel AX211 WLAN Driver	555-BKQC	-	24	-
Intel Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth 5.3 wireless card	555-BKLQ	-	24	-
3-cell, 54 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	451-BDGX	-	24	-
65W AC adapter, USB Type-C, EcoDesign	492-BDMN	-	24	-
Fingerprint Reader, Control Vault 3+	346-BKLQ	-	24	-
Foxit PDF Editor with AI Assistant	634-CLHT	-	24	-
CyberLink PowerDirector and PhotoDirector 2024	634-BYFS	-	24	-
E4 Power Cord 1M for US	537-BBDO	-	24	-
Latitude 5550 Quick Start Guide	340-DMNY	-	24	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	24	-
ENERGY STAR Qualified	387-BBPC	-	24	-
Fixed Hardware Configuration	998-GYPY	-	24	-
Dell Additional Software	658-BFQB	-	24	-
BTS MTL 65W ADPT	340-DMLZ	-	24	-
Intel Core Ultra 7 Non-vPro Label	389-FGSP	-	24	-

POD Label	389-EDJB	-	24	
FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone	319-BBKH	-	24	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	24	-
Latitude 5550 Bottom Door, MTL U15	321-BKTQ	-	24	-
Intel Rapid Storage Technology Driver	409-BCXY	-	24	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	24	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	24	-
Dell Limited Hardware Warranty	997-8317	-	24	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	24	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	24	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	24	-
		Unit Price	Quantity	Subtotal

Dell Pro Wireless Keyboard and Mouse KM5221W

Estimated delivery if purchased today:
 Dec. 16, 2024
 Contract # C000000006841
 Customer Agreement # TX DIR-TSO-3763

Unit Price	Quantity	Subtotal
\$32.49	56	\$1,819.44

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Wireless Keyboard and Mouse - KM5221W	580-AJIS	-	56	-

Unit Price	Quantity	Subtotal
\$38.99	24	\$935.76

Dell EcoLoop Pro Backpack

Estimated delivery if purchased today:
 Dec. 11, 2024
 Contract # C000000006841
 Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell EcoLoop Pro Backpack - CP5723	460-BDKH	-	24	-

Unit Price	Quantity	Subtotal
\$139.43	30	\$4,182.90

Dell Dock- WD19S 130w Power Delivery 180w Power Supply

Estimated delivery if purchased today:
 Dec. 13, 2024
 Contract # C000000006841
 Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Dock – WD19S 130w Power Delivery – 180w AC	210-AZBM	-	30	-

Advanced Exchange Service, 3 Years	824-3984	-	30	-
Dell Limited Hardware Warranty	824-3993	-	30	-

Unit Price	Quantity	Subtotal
\$1,010.93	48	\$48,524.64

OptiPlex All-in-One (7420)

Estimated delivery if purchased today:
 Dec. 13, 2024
 Contract # C000000006841
 Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Intel Core i7 processor 14700 vPro (33 MB cache, 20 cores, 28 threads, up to 5.4 GHz Turbo, 65W)	338-CNCK	-	48	-

Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	48	-
--	----------	---	----	---

16GB DDR5 Memory, 1X16GB, Non-ECC, SoDIMM	370-BBPX	-	48	-
---	----------	---	----	---

M.2 2230 512GB PCIe NVMe Class 35 Solid State Drive	400-BQTN	-	48	
Thermal Pad, Screw and Rubber for SSD	412-ABEK	-	48	-
Intel Integrated Graphics	490-BBFG	-	48	-
Intel(R) AX211 Wi-Fi 6E 2x2 and Bluetooth	555-BH DU	-	48	-
Screw for WLAN card	555-BIGS	-	48	-
Wireless Driver, Intel AX211 Wi-Fi 6E 2x2 (6GHz), BT 5.3	555-BKJC	-	48	-
OptiPlex All-in-One 7420, 65W CPU, Non-touch, FHD HDR camera, UMA, 160W Bronze	329-BJYN	-	48	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJGG	-	48	-
Mouse included with Keyboard	570-AADI	-	48	-
No Cover Selected	325-BCZQ	-	48	-
Height Adjustable Stand for OptiPlex All-in-One	575-BCNS	-	48	-
Dell Additional Software	634-CHFP	-	48	-
ENERGY STAR Qualified	387-BBLW	-	48	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	48	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	48	-
Watch Dog SRV	379-BFMR	-	48	-
Quick Start Guide, OptiPlex All-in-One 65W	340-DMGZ	-	48	-
Print on Demand Label	389-BDQH	-	48	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	48	-
Package for Fixed/ HAS/ no stand (DAO, CCC)	340-DDGK	-	48	-
DAO factory Information	340-DFWR	-	48	-
Shipping Label	389-BBUU	-	48	-
Regulatory Label for OptiPlex All-in-One 7420 65W, 160W Bronze, DAO/BCC	389-FGRQ	-	48	-
SW Driver, Intel Rapid Storage Technology, OptiPlex All-in-One	658-BFST	-	48	-
Intel Core i7 Processor Label	340-CUEQ	-	48	-
Desktop BTS/BTP Shipment	800-BBIP	-	48	-
Fixed Hardware Configuration	998-GSGY	-	48	-
OptiPlex All-in-One 7420 65W BTX	210-BLDV	-	48	-
23.8, Non-Touch LCD, Dell OptiPlex AIO	391-BBDM	-	48	-
EPEAT 2018 Registered (Silver)	379-BD TO	-	48	-
No vPro support	631-BBPX	-	48	-
Dell Limited Hardware Warranty Plus Service	867-5596	-	48	-
ProSupport: Next Business Day Onsite, 3 Years	867-5624	-	48	-
ProSupport: 7x24 Technical Support, 3 Years	867-5636	-	48	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	48	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	48	-
		Unit Price	Quantity	Subtotal

Dell 24 Monitor - P2425H

\$126.54

45

Item 58.

Estimated delivery if purchased today:

Dec. 13, 2024

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2425H	210-BMGH	-	45	-
Dell Limited Hardware Warranty	814-5380	-	45	-
Advanced Exchange Service, 3 Years	814-5381	-	45	-
		Unit Price	Quantity	Subtotal
		\$1,526.36	5	\$7,631.80

Dell Latitude 7450

Estimated delivery if purchased today:

Dec. 20, 2024

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 7450 XCTO	210-BLPR	-	5	-
Intel Core Ultra 7 165U, vPRO (12MB cache, 12 cores, 14 threads, up to 4.9 GHz Max Turbo)	379-BFPT	-	5	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	5	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	5	-
Integrated Intel Graphics, Core Ultra 7 165U vPRO Processor, 32GB LPDDR5x Memory	338-CNZB	-	5	-
Intel vPRO Enterprise Management Disabled	631-BBRT	-	5	-
32 GB: LPDDR5x, 6400 MT/s (onboard)	370-BBYX	-	5	-
1 TB, M.2 2230, TLC PCIe Gen 4 NVMe, SSD	400-BRPD	-	5	-
2-in-1 14.0" FHD+(1920x1200),IPS,AR+AS Touch,ComfView+,300 nits,FHD IR Cam,WLAN,Aluminum,Pen support	391-BJBK	-	5	-
English US battery-saving mini LED backlit Copilot key keyboard, 79-key	583-BLLS	-	5	-
Intel BE200 WLAN Driver	555-BKWD	-	5	-
Intel BE200 Wi-Fi 7 2x2, Bluetooth 5.4 Technology, Wireless Card	555-BKRH	-	5	-
3-cell, 57 Wh, Express Charge Capable, Express Charge Boost Capable	451-BDBU	-	5	-
65W AC adapter, USB Type-C, EcoDesign	492-BDMN	-	5	-
Fingerprint Reader, WLAN only, Thunderbolt4, Aluminum	346-BKKP	-	5	-
Foxit PDF Editor with AI Assistant	634-CLHT	-	5	-
CyberLink PowerDirector and PhotoDirector 2024	634-BYFS	-	5	-
E4 Power Cord 1M for US	537-BBDO	-	5	-
Quick setup guide 2-in-1	340-DMLQ	-	5	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	5	-
ENERGY STAR Qualified	387-BBLW	-	5	-
Custom Configuration	817-BBBB	-	5	-
Dell Additional Software	658-BFQB	-	5	-
Mix Model Ship, 65W, 2-in-1	340-DQPZ	-	5	-

Item 58.

Intel Core Ultra EVO non-vPRO Label	389-FGJL	-	5	
FHD HDR IR Camera with ExpressSign-In + Intelligent Privacy, TNR, Camera Shutter, Microphone	319-BBKJ	-	5	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	5	-
Aluminum Chassis for WLAN 2-in-1	321-BKTH	-	5	-
Intel Connectivity Performance Suite for Evo/vPro	640-BBTB	-	5	-
Intel Responsiveness Technologies Driver	409-BCXR	-	5	-
Dell Limited Hardware Warranty Plus Service	804-2167	-	5	-
ProSupport: Next Business Day Onsite, 3 Years	804-2173	-	5	-
ProSupport: 7x24 Technical Support, 3 Years	804-2174	-	5	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	5	-

Unit Price	Quantity	Subtotal
\$38.99	5	\$194.95

Dell EcoLoop Pro Backpack

Estimated delivery if purchased today:
Dec. 11, 2024
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell EcoLoop Pro Backpack - CP5723	460-BDKH	-	5	-

Subtotal:	\$94,252.43
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$94,252.43

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Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

[Home](#) > [Explore DIR Contracts](#)

Contract Number

DIR-TSO-3763

Contract Start Date: **01/10/18** ?

Contract Term Date: **04/09/25** ?

Contract Expiration Date: **04/09/25** ?

Vendor Information

[Dell Marketing LP](#)

Vendor ID: **1742616805400**

HUB Type: **Non HUB** ?

RFO: **DIR-TSO-TMP-251**

Contract Status: **Active**

VENDOR CONTACT:

[JoAnn Tamez](#) ↗

Phone: (512) 813-1905

[Vendor Website](#) ↗

DIR CONTACT:

[Suzanne Carson](#) ↗

Phone: (512) 475-4948

Contract Overview

This contract offers Dell branded computers, laptops, tablets, servers, printers, peripherals and other technology products and services through this contract. Dell offers their entire product catalog through this contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. This contract has a number of resellers, many of which are HUB vendors. *DIR has exercised the extension option for this Contract. This contract has been extended through 4/9/2025.

Contract Details & Ordering Information

[Products & Services](#)

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Computer Peripherals
- Computers
- Computers - Desktop
- Computers - Laptops
- Computers - Portable
- Computers - Servers
- Digital Cameras
- Lease Agreement - Computer
- Managed Services - Computers
- Monitors
- Networking Products and Services
- Printers
- Projectors
- Routers and Related Equipment
- Scanners
- Security Services
- Servers
- Software

MORE INFORMATION

[Vendor Website](#) 

Visit this Vendor's website to view the latest product, service, and pricing information.

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3 Order & Save

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CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: December 16, 2024

PRESENTED BY: Cesar Torres, Chief of Police

AGENDA ITEM: Authorization to accept supplemental award funds from Operation Stone Garden FY22, in the total amount of \$101,143.61, and to purchase (2) Haulmark utility trailers and (6) Polaris Sportsman, totaling \$112,140.00, using the FY22 Operation Stone Garden grant funds with respective budget amendment - Torres

NATURE OF REQUEST:

The Mission Police Department is seeking authorization to accept supplemental award funds from Operation Stone Garden FY22 in the total amount of \$101,143.61. There is a deadline set by the Office of the Governor, requesting that all purchase orders must be completed by January 31, 2025, and all equipment should be received, tagged, and in use by the liquidation date. Due to this deadline, we simultaneously request approval to purchase (2) Haulmark utility trailers and (6) Polaris Sportsman, totaling \$112,140.00, with these supplemental award funds. The purchase will be made from Elliff Trailer Sales via TIPS #7490. The difference in amount will be paid with a different police department account.

BUDGETED: No **FUND:** Designated Purpose **ACCT. #:** 15-495-74950

BUDGET: \$ _____ **EST. COST:** \$101,143.61 **CURRENT BUDGET BALANCE:** _____

BUDGETED: No **FUND:** Police Federal Sharing US **ACCT. #:** 11-410-74950

BUDGET: \$ _____ **EST. COST:** \$10,996.39 **CURRENT BUDGET BALANCE:** _____

BID AMOUNT: \$112,140 total

STAFF RECOMMENDATION:

Approval.

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *MRP*

RECORD OF VOTE: **APPROVED:** _____

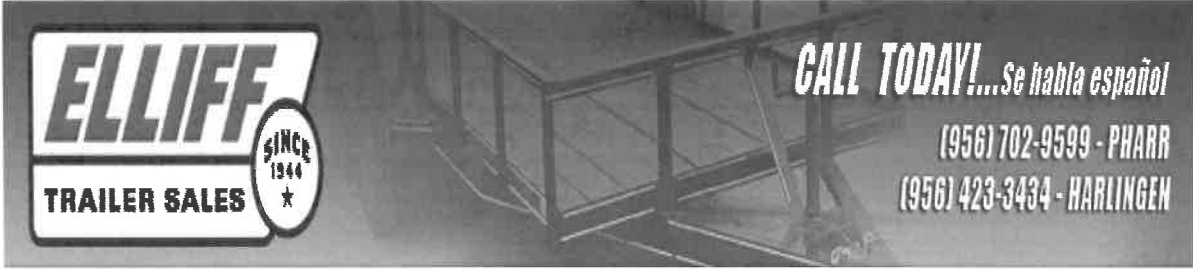
DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



CUST **MISSION POLICE DEPARTMENT**
 ATT **ASST. CHIEF PEREZ**
12/10/2024

NAME **DAVID SILVA**
 CELL **956-289-9333**
 OFFICE **956-702-9599**
 EMAIL **davids@elliffmotors.com**

SK

QTY.	Part number	Description	Price
1	2024 POARIS SPORTSMAN 4XASVA852RB152449	850 SK EP1580 PREP AND FREIGHT REBATE	\$12,999.00 \$595.00 <1000.00>
1	2024 POLARIS SPORTSMAN 4XASXZ851RB600544	850 SK EP1895 PREP AND FREIGHT REBATE	\$14,099.00 \$595.00 <1000.00>
1	2024 POLARIS SPORTSMAN 4XASXZ850RB604049	850 EP 1896 PREP AND FREIGHT REBATE	\$ 14,399.00 \$ 595.00 <1000.00>
1	2024 POLARIS SPORTSMAN 4XASXZ957RB599785	1000 E3791 PREP AND FREIGHT REBATE	\$ 15,999.00 \$ 595.00 <1000.00>
1	2024 POLARIS SPORTSMAN 4XASLZ951RB600408	1000 EP1863 PREP AND FREIGHT REBATE	\$18,299.00 \$595.00 <1000.00>
1	2024 POLARIS SPORTSMAN 4XASEE574RA578839	570 SK 1829 PREP AND FREIGHT REBATE	\$ 11,995.00 \$ 595.00 <1000.00>
*****	TIPS VENDOR 7490 *****	REBATE	<1000.00>
*****	CONTRACT 21097 *****		
TOTAL			\$ 85,360.00

**Price subject to change due to inventory, freight, and availability.

Signature **DAVID SILVA**
 CELL **956-289-9333**
 Title: **SALES**

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 Big Tex Trailers, Wells Cargo, CM Trailers,
 Alumina, Exiss, and Southwest Gooseneck.
 Please visit our web page: www.ellifftrailers.com



From: Caroline Butler <Caroline.Butler@gov.texas.gov>

Sent: Wednesday, December 4, 2024 12:54 PM

Cc: Heather Barefield <Heather.Barefield@gov.texas.gov>; Darryl Sanders <Darryl.Sanders@gov.texas.gov>; Jason Haun <jason.haun@gov.texas.gov>

Subject: FY22 Supplemental Award

Some people who received this message don't often get email from caroline.butler@gov.texas.gov. [Learn why this is important](#)

Good afternoon, Grant Officials,

The OOG is in the process of reviewing and approving your agency's FY22 OPSG supplemental award. The HS/FEMA approved fragmentary order has been uploaded to eGrants for your review. This grant's performance period will be extended until January 31, 2025, with the three-month liquidation period. In order to mitigate risks of delivery delays or deobligation of funds, please identify your vendor(s) and issue the purchase order(s) for your approved equipment as soon as possible. **As a reminder, all purchase orders must be completed by January 31, 2025, and all equipment should be received, tagged, and in use by the liquidation date.** If there are any concerns regarding this timeframe, please let us know as soon as possible.

Best,
Caroline Butler
Grant Specialist – Border Security
Office of Governor Greg Abbott

Direct: 512-463-8567 | Help Desk: 512-463-1919

Caroline.butler@gov.texas.gov

eGrants@gov.texas.gov

CITY OF MISSION BUDGET AMENDMENT REQUEST

FISCAL YEAR: 2024-2025
DATE: December 16, 2024
DEPARTMENT: Police
FUND: Police Federal Sharing US

BA-25-15A

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE (DECREASE)	PROPOSED BUDGET
11-410-74950	Machinery & Equipment		10,996.39	10,996.39
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL		-	10,996.39	10,996.39

JUSTIFICATION

Budget amendment is necessary to purchase (2) Haulmark utility trailers and (6) Polaris Sportsman, totaling \$112,140 \$101,143.61 will from Stonegarden 2022, the remaining from Police Federal Sharing

Finance Director: Vidal Roman

Date: 12/16/2024

City Council Approved on: _____

Date Posted: _____

CITY OF MISSION BUDGET AMENDMENT REQUEST

FISCAL YEAR: 2024-2025
DATE: December 16, 2024
DEPARTMENT: Police
FUND: Designated Purpose

BA-25-15

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE (DECREASE)	PROPOSED BUDGET
15-495-74950	Machinery & Equipment		101,143.61	101,143.61
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL		-	101,143.61	101,143.61

JUSTIFICATION

Budget amendment is necessary to purchase (2) Haulmark utility trailers and (6) Polaris Sportsman, totaling \$112,140
\$101,143.61 will from Stonegarden 2022, the remaining from Police Federal Sharing

Finance Director: Vidal Roman

Date: 12/16/2024

City Council Approved on: _____

Date Posted: _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AMENDING ORDINANCE NO. 5568 TO AMEND AND RESTATE THE PERSONNEL POLICY MANUAL FOR EMPLOYEES OF THE CITY OF MISSION, TEXAS; PROVIDING FOR A PUBLICATION CLAUSE AND AN EFFECTIVE DATE

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

1. Ordinance No. 5568 of the City of Mission, Texas, is hereby amended to provide that the Personnel Policy Manual for the City of Mission, Texas, shall read as provided in the Exhibit attached hereto and made a part hereof for all purposes.
2. The caption of this ordinance shall be published in the City’s official newspaper according to law.
3. This ordinance shall be effective on January 1, 2025.
4. It is hereby found and determined that the meeting at which this ordinance was passed was open to the public and that the advance public notice of the time, place and purpose of said meeting was given as required by law.

READ, CONSIDERED AND APPROVED ON DECEMBER 16, 2024.

Norie Gonzalez-Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

Policy: Holidays	Policy No. 500.02
Chapter: 500.00 Benefits and Services	Effective Date: 12/12/2022

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STATEMENT OF PURPOSE:

The City of Mission provides ~~fifteen~~ (15) paid holidays to eligible City employees.

The following official holidays will be observed:

New Year's Day (January 1st)

~~Martin Luther King Jr. Day~~

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President's Day

Good Friday

Memorial Day

Independence Day (July 4th)

Labor Day (September 11th for Civil Service)

Veteran's Day

~~Day Before Thanksgiving~~ 4 Hours

Thanksgiving Day

Day After Thanksgiving

Christmas Eve (December 24th)

Christmas Day (December 25th)

~~New Year's Eve~~ (December 31st) 4 Hours

Optional Holiday One day within calendar year

PROCEDURES:**A. HOLIDAY COMPENSATION**

1. For *regular full-time employees* a holiday is a period of four (4) or eight (8) hours, paid at the employee's regular rate of pay, except in the case of 24-hour Fire Department shift employees where the holiday is twelve (12) work hours.
2. *Regular part-time employees* will receive pay for holidays on a pro-rata basis based on a percentage of their normal authorized weekly hours.

B. SCHEDULING OF HOLIDAY (Weekend/Christmas)

1. Holidays that fall on a Saturday will be observed on the preceding Friday and those that fall on a Sunday will be observed on the following Monday.
2. Special Provisions for Christmas Eve/Christmas Day - When either or both of these adjacent holidays fall on a Saturday or Sunday they will be observed as follows: if Christmas Day falls on a Monday, the following Tuesday will also be a holiday; if Christmas Day falls on a Saturday, then the following Monday will be observed as a holiday; and if Christmas Day falls on a Sunday, then the Christmas Eve holiday will be observed on Friday and the Christmas Day will be observed on a Monday.

C. EMPLOYEES REQUIRED TO WORK ON AN OFFICIAL CITY HOLIDAY

1. Non-exempt employees who work on Thanksgiving Day and/or Christmas Day shall be compensated at 1 ½ times their regular rate for hours worked on that or those days.
2. Employees who are scheduled to work on an official City holiday (excluding Thanksgiving and/or Christmas Day) will take holiday leave at a later date, but no later than the current fiscal year.
3. Non-exempt employees called in on an emergency basis to work a holiday for which they are not scheduled to work will be paid for all hours worked on the holiday at regular rate of pay (excluding Thanksgiving and/or Christmas Day), in addition to being paid for the holiday.

D. INELIGIBILITY FOR HOLIDAY PAY

1. Employees on unpaid leave, or utilizing sick leave sharing hours, are not eligible for holiday pay.
2. Non-exempt employees, including Civil Service, who are absent without authorized leave on the day preceding and/or following a holiday may not receive the compensation for the holiday. A Department Director may request a doctor's excuse from an employee for any sick leave utilized.
3. Temporary/Seasonal employees do not qualify for holiday pay.
4. An employee on Workers' Compensation leave, who is not on salary continuation, will not receive holiday pay.

E. EMPLOYEES SCHEDULED "OFF DUTY" ON A HOLIDAY

When a holiday and an employee's regularly scheduled day off occur on the same day, the employee will be given holiday leave at a later date when mutually convenient for the department and the employee.

F. HOLIDAY OCCURRING DURING VACATION LEAVE

A holiday that falls while an employee is on vacation leave will be paid as a holiday in lieu of vacation leave they would have received at the time of the holiday.

G. OPTIONAL HOLIDAY

Employees may only use **ONE** Optional Holiday per calendar year at the discretion of the Department Director who is responsible for continued departmental operations.

DRAFT



**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: December 16, 2024
PRESENTED BY: Vidal Roman, Finance Director
AGENDA ITEM: Approval of Ordinance # _____ authorizing and approving a transfer from the Designated Purpose Fund (ARPA) to the General Fund in the amount of \$1,588,753.53 and respective budget amendment – Roman

NATURE OF REQUEST:

The attached ordinance is necessary to allow for the transfer of funds in the amount of \$1,588,753.53 from the Designated Purpose Fund, specifically the “ARPA” funds, to General Fund to be used for government services as allowed by Treasury guidelines along with its respective budget amendment. Expenditures appropriated were fleet services, fuel, other repair & maintenance supplies and road material supplies. Upon reconciliation of the available ARPA funds, staff has summarized expenditures available for transfer in the amount of \$1,588,753.53 as follows:

ARPA Local Fiscal Recovery Fund

Classification 3 – Professional and Technical Services	594,822.57
Classification 6 – Supplies	902,242.76
Interest	91,688.20
Grand Total ARPA Local Fiscal Recovery (Designated Purpose Fund-15)	1,588,753.53

BUGETED: N/A **FUND:** _____ **ACCT. #:** _____
BUDGET: \$ _____ **EST. COST:** \$ _____ **CURRENT BUDGET BALANCE:** \$ _____

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *MRP*

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

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
AUTHORIZING AND APPROVING A TRANSFER FROM THE DESIGNATED
PURPOSE FUND TO THE GENERAL FUND**

WHEREAS, on December 16, 2024, the City Council of the City of Mission, approved an appropriation of \$1,588,753.53 in America Rescue Plan Act of 2021 (“ARPA”) funds granted by the U.S. Department of the Treasury to the City of Mission (“City”), to be used for government services as allowed by Treasury guidelines

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

SECTION 1.

For the expenses of the City the following sums of money are hereby transferred inclusive of interest from the funds herein named and for the purposes herein specified, subject to the laws governing the same:

ARPA Local Fiscal Recovery Fund

ARPA Local Fiscal Recovery Fund

Classification 3 – Professional and Technical Services	594,822.57
Classification 6 – Supplies	902,242.76
Interest	91,688.20

Grand Total ARPA Local Fiscal Designated Purpose Fund (15-411)	1,588,753.53
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PASSED AND APPROVED on this reading, this 16th day of December 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A CONDITIONAL USE PERMIT FOR A HOME OCCUPATION – Z
GALLERIA ANTIQUES, 2401 SUNSET LANE, BEING THE WEST 172’ OF THE SOUTH
120’ OF THE WEST 363’ OF LOT 152, SHARYLAND ORCHARDS SUBDIVISION
ADDITION “A”**

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of November 6, 2024, the Planning and Zoning Commission of the City of Mission upon duly recognized motion and second, voted to recommend to the City Council that the conditional use permit shown below be granted.

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Monday, November 12, 2024, in the Council Chambers of the City Hall to consider the following conditional use permit:

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

Legal Description	Type	Conditions of Approval
2401 Sunset Lane Being the West 172’ of the South 120’ of The West 363’ of Lot 152, Sharyland Orchards Subdivision Addition “A”	Home Occupation – Z Galleria Antiques	<ol style="list-style-type: none"> 1. 1 year re-evaluation to continue to assess this operation; 2. Must comply with all City Codes (Building, Fire, Parking, etc.); 3. Acquisition of a Business License prior to occupy; and 4. CUP not transferable to others.

READ, CONSIDERED AND PASSED, this the 16th day of December, 2024.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ITEM# 1.2

CONDITIONAL USE PERMIT: Home Occupation – Z Galleria Antiques
 2401 Sunset Lane
 Being the West 172’ of the South 120’ of
 The West 363’ of Lot 152, Sharyland
 Orchards Subdivision Addition “A”
 R-1A
 Elias Guajardo

REVIEW DATA

The subject site is located at the Northeast corner of Shary Road and Sunset Lane. The applicant would like to open an antique shop where customers could buy/sell gold and silver, antiques and collectibles, jewelry, customers could also consign items & purchase items. The applicant would designate a total of 658 sq.ft. within the home for the operation.

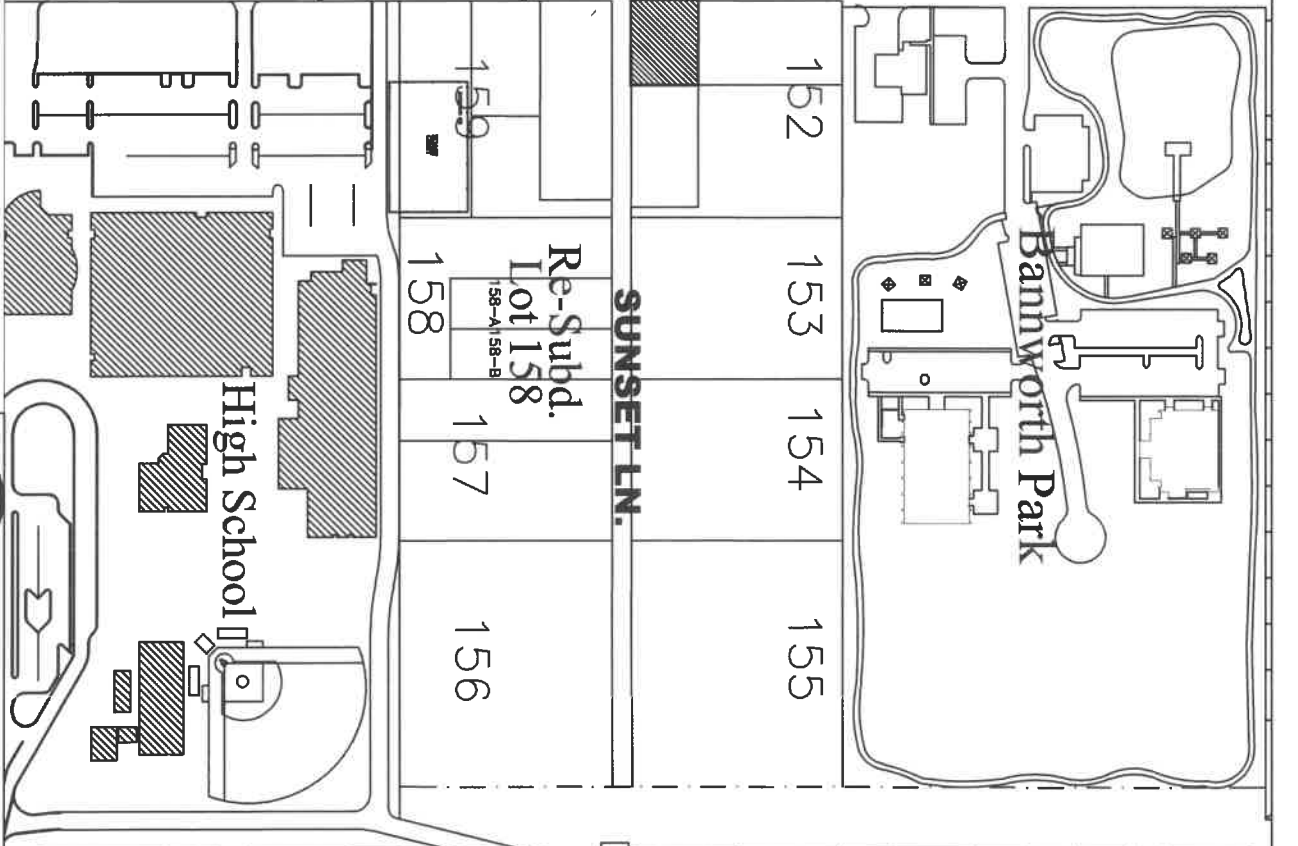
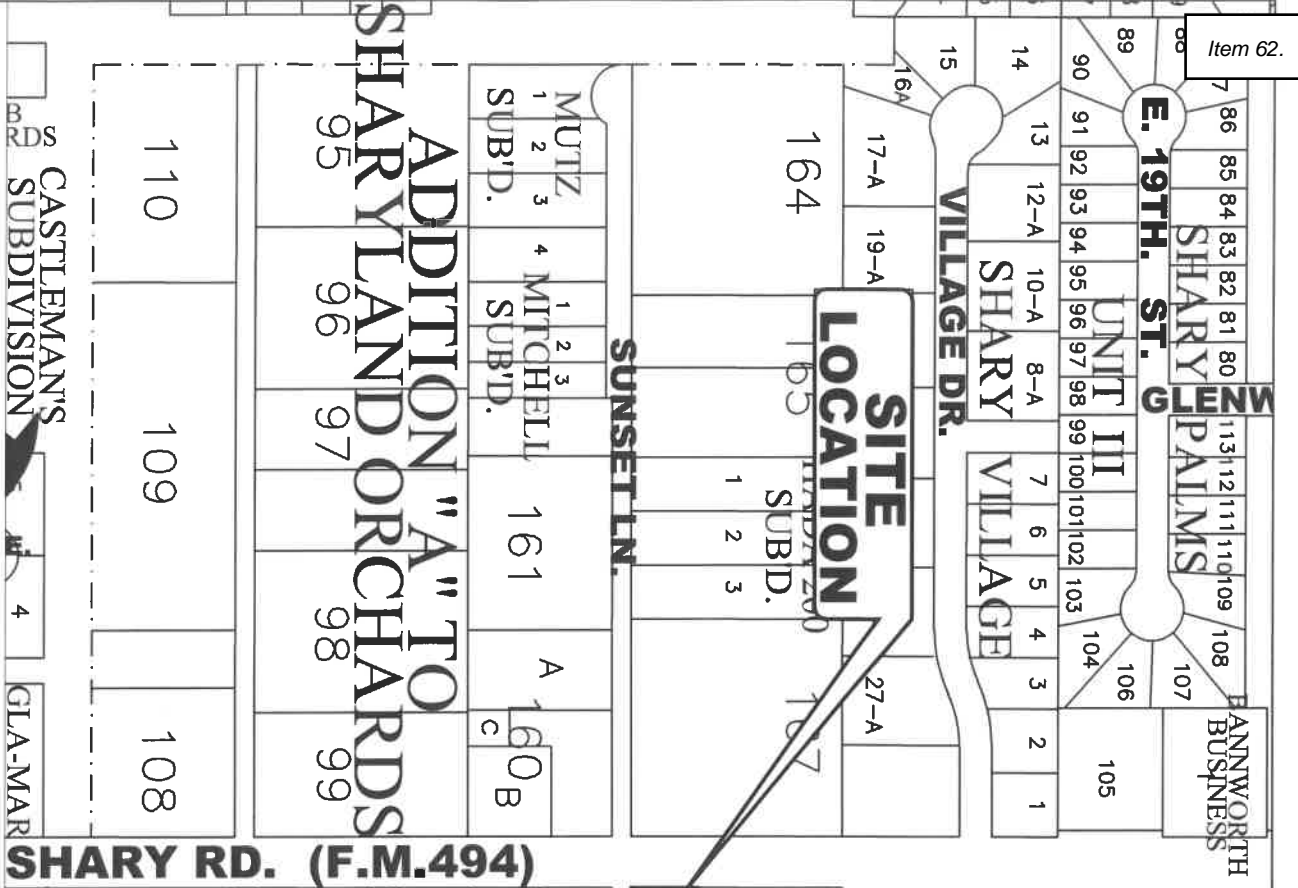
- **Days / Hours of operation:** Monday – Saturday from 9am – 5pm and Sunday –closed.
- **Staff:** 1 employee will man this operation.
- **Parking & Landscaping:** The house measures 1,432 sq. ft. Based on the size of designated for the home occupation, it will require 5 parking spaces, thus meeting code. Landscaping is meeting code.

REVIEW COMMENTS: Staff mailed out 14 notices to property owners within 200’ radius and as of this write up staff has not received any comments in favor or against this request.

RECOMMENDATION: Staff recommends approval subject to:

- 1) 1 year re-evaluation to continue to assess this operation,
- 2) Must comply with all City Codes (Building, Fire, Parking, etc.),
- 3) Acquisition of a business license prior to occupancy, and
- 4) CUP not transferable to others.

Item 62.



CITY OF MISSION
 HIDALGO COUNTY, TEXAS
 1201 E. 8th Street
 MISSION, TX 78572

PH: (956) 380-8672
 FAX: (956) 380-8680

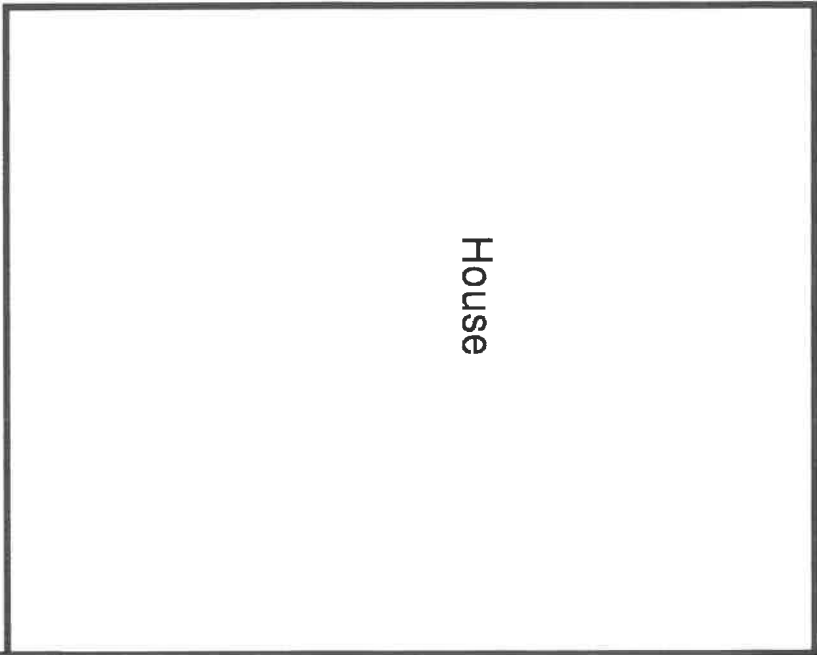
No.



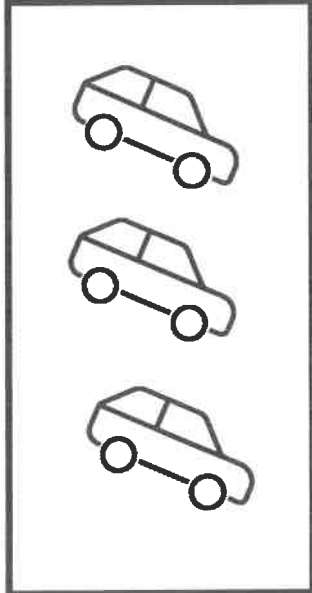
99 ft



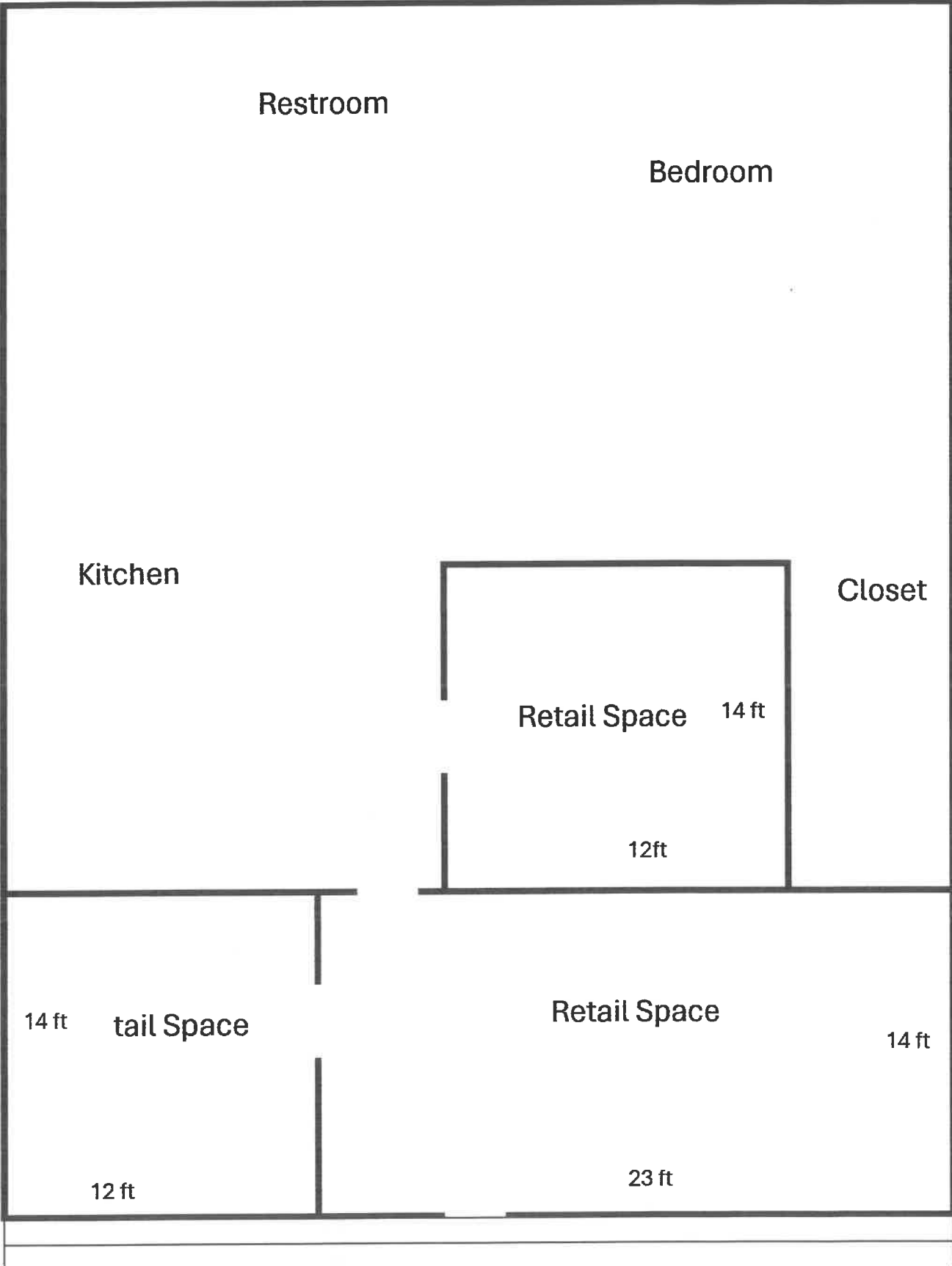
House



100ft



35 ft



431

35 ft

S3000-00-000-0152-00 (283545)
PERSAUD TULSIE
2405 SUNSET LN
MISSION TX 78572

S3000-00-000-0152-10 (283546)
GUAJARDO ELIAS
613 KERRIA AVE
MCALLEN TX 78501

S3000-00-000-0152-20 (283547)
MCCAFFITY STEVE A & SONIA M
2407 SUNSET LN
MISSION TX 78572

S3000-00-000-0152-30 (283548)
SOLIZ RAMIRO & MARIA C
1606 N SHARY RD
MISSION TX 78572

S3000-00-000-0152-40 (283549)
GONZALEZ ALBERT
2121 SUNSET LN
MISSION TX 78572

S3000-00-000-0159-00 (283568)
MARTINEZ ABEL U JR & ELIZABETH
2408 SUNSET LN
MISSION TX 78572

S3000-00-000-0159-10 (283569)
MARTINEZ CESAR
1402 N SHARY RD
MISSION TX 78572

S3000-00-000-0159-30 (283571)
GARCIA PAULINA MARGARITA
2305 SANTA CLARA
MISSION TX 78572

S3000-00-000-0160-00 (283572)
VILLARREAL MARTHA
1413 N SHARY RD
MISSION TX 78572

S3000-00-000-0160-20 (283575)
GOMEZ MARTHA VILLARREAL
1413 N SHARY RD
MISSION TX 78572

S3000-00-000-0167-10 (283584)
GONZALES ALBERT
2121 SUNSET LN
MISSION TX 78572

S3000-00-000-0167-20 (283585)
GONZALEZ ALBERTO
2121 SUNSET LN
MISSION TX 78572

S3000-00-000-0160-25 (608038)
STATE OF TEXAS
PO BOX EE
PHARR TX 78577

S3000-00-000-0152-50 (632529)
MARTINEZ BLANCA E
2403 SUNSET LN
MISSION TX 78572