



Mayor Oscar D. Montoya  
Mayor Pro-Tem Joe Martinez  
Commissioner Leonel Benavidez

Commissioner Jacob Howell  
Commissioner Jose M. Gomez  
City Manager Alberto Perez

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MERCEDES CITY COMMISSION  
REGULAR MEETING  
MAY 3, 2022 – 6:30 P.M.  
MERCEDES CITY HALL – COMMISSION CHAMBERS  
400 S. OHIO AVE., MERCEDES, TX 78570

“At any time during the course of this meeting, the City Commission may retire to Executive Session under Texas Government Code 551.071(2) to confer with its legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under the 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 the course of this meeting, the City Commission may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code.”

1. **Call Meeting to Order**
2. **Establish Quorum**
3. **Invocation**
4. **Pledge of Allegiance**
5. **Open Forum-**

Maximum length of time of forum is forty-five minutes with individual presentations limited to a maximum of five minutes. The City Commission can take no formal action on any city related matter discussed during the open forum. Persons who wish to participate in this portion of the meeting shall sign up as they arrive, indicating the topic about which they wish to speak. No one will be able to sign up **AFTER 6:20 PM**. The information required for signing up must be completed by that time. No public comments will be allowed during any agenda item unless recognized by the Mayor or if the item requires a public hearing. State your name and address before beginning your presentation.

There can be no comments about specific employees. By Charter, the City Manager is exclusively given authority over personnel matters, including complaints against city personnel. All complaints against city personnel will be addressed pursuant to Mercedes Personnel Policies. Comments must not be repeated and the Commission is not required to answer any question from the public. Any person who decides to directly question any member of the City Commission will be asked to discontinue their comments. The City Secretary's office representative will be responsible for notifying each presenter that their five-minute time limit has expired.

6. **Presentations:**
  - a. Presentation by Texas General Land Office on 2018/2019 Homeowner Assistance and Reimbursement Program (HARP). (Fire Chief)
7. **Consent Agenda:** *(All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately.)*
  - a. Approval of Minutes for Meeting(s) held April 19, 2022.
  - b. Approval of surplus items for auction
8. **City Manager Comments:**
  - a. Update on Park Equipment (Howell/Martinez)
9. **Management Item(s):** *Discuss, Consider, and Possibly Take Action Regarding:*
  - a. Authorizing City Manager to go out for bids to outsource the repair of high traffic streets needing repairs (Howell/Martinez)
  - b. Appointment of a member to the Mercedes Historic Preservation Commission. (Library Director)
  - c. Requesting approval to complete and submit a joint application with Hidalgo County Drainage District No. 1, with City of Mercedes serving as Project Lead, for the 2018 South Texas Floods Competition to the Texas General Land Office (GLO). (ACM)
  - d. Requesting approval to complete and submit application for the 2019 Disasters Competition to the GLO. (ACM)
  - e. Requesting approval for City of Mercedes Mayor to sign Federal Assistance Standard Form 424 (SF-424), along with any other documentation that may be needed, in preparation for submittal of application(s) to GLO's 2018 South Texas Floods Competition. (ACM)
  - f. Requesting approval for City of Mercedes Mayor to sign Federal Assistance Standard Form 424 (SF-424), along with any other documentation that may be needed, in preparation for submittal of application(s) to GLO's 2019 Disasters Competition. (ACM)
  - g. Request to advertise Notice for Public Comments in local newspaper(s) for submittal of application(s) to GLO's 2018 South Texas Floods Competition and 2019 Disasters Competition. (ACM)

**10. Bids/Contracts:** *Discuss, Consider, and Possibly Take Action Regarding:*

- a. Approval of Memorandum of Understanding (MOU) between the United States Department of Veterans Affairs, Texas Valley Coastal Bend Healthcare System (VATVCBHCS) and the Mercedes Police Department. (PD)
- b. Interlocal Cooperation Agreement between the County of Hidalgo Precinct 1 and the City of Mercedes on the Mile 8 street repairs (City Manager)
- c. Auction Agreement with Galindo Auctions. (City Secretary)

**11. Executive Session:** *Chapter 551, Texas Government Code, Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel Matters) and Section 551.087 (Economic Development)*

- a. Consultation with Attorney regarding update on legal matters - Section 551.071 Texas Gov't Code Annotated - Consultation with Attorney

**12. Open Session:** *Discuss, Consider, and Possibly Take Action Regarding*

- a. Item A listed in executive session.

**13. Adjournment**

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a **Regular Meeting** on Tuesday, May 3, 2022 at 6:30 P.M. Said meeting will be conducted in the Commission Chambers of the City Hall located at 400 S. Ohio, Mercedes, Texas for the purpose of considering and taking formal action regarding the items listed above. This notice is given in accordance with Vernon's Texas Codes Annotated, Texas Government Code, Section 551.001 et. Seq.

WITNESS MY HAND AND SEAL OF THE CITY THIS THE 29TH DAY OF APRIL, 2022.

ATTEST:

  
\_\_\_\_\_  
Joselynn Castillo, City Secretary  
Time of Posting: 4:55 P.M.

**ACCESSIBILITY STATEMENT**

**The City of Mercedes recognizes its obligations under the Americans with Disabilities Act of 1990 to provide equal access to individuals with disabilities. Please contact the City Manager's Office at (956) 565-3114 at least 48 hours in advance of the meeting with requests for reasonable accommodations, including requests for a sign language interpreter.**



**AGENDA ITEM NO.   A**

**Presentations**

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**DATE:** May 3, 2022  
**FROM:** Javier Campos Jr. Fire Chief / EMC  
**ITEM:** **Presentation by Texas General Land Office on 2018/2019 Homeowner Assistance and Reimbursement Program (HARP).**

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**BACKGROUND INFORMATION:**

The Texas General Land Office approached our Emergency Management to assist in pushing out the critical information to not only the surrounding counties but to our citizens of Mercedes. This information will assist families who were affected by the 2018/2019 floods. With the support of our city manager, we have been tasked with outreach, support and guidance in making sure our citizens are made aware of this program. As a community leader and a person who seen firsthand on how families were affected by these floods, we are proud to support the GLO office in any assistance that is needed in outreach. 2018 / 2019 Homeowner Assistance and Reimbursement Program (HARP) helps homeowners affected by these floods with disaster repair and rebuilding of their house.

Presentation given by Elijah Casas – Texas GLO Community Outreach Coordinator. (PowerPoint)

**BOARD REVIEW/CITIZEN FEEDBACK:** Choose an item.

**ALTERNATIVES/OPTIONS:**

**FISCAL IMPACT:** NA

<b>Proposed Expenditure/(Revenue):</b> NA	<b>Account Number(s):</b> NA

**Finance Review by:** NA

**LEGAL REVIEW:** NA

**ATTACHMENTS:**

**Staff Recommendation:**

# Were you impacted by flooding in 2018 or 2019?

The GLO is accepting applications for the Homeowner Assistance and Reimbursement Programs to assist homeowners in *Cameron, Hidalgo, and Willacy* counties.

Applications can be completed online, via telephone, or in-person.

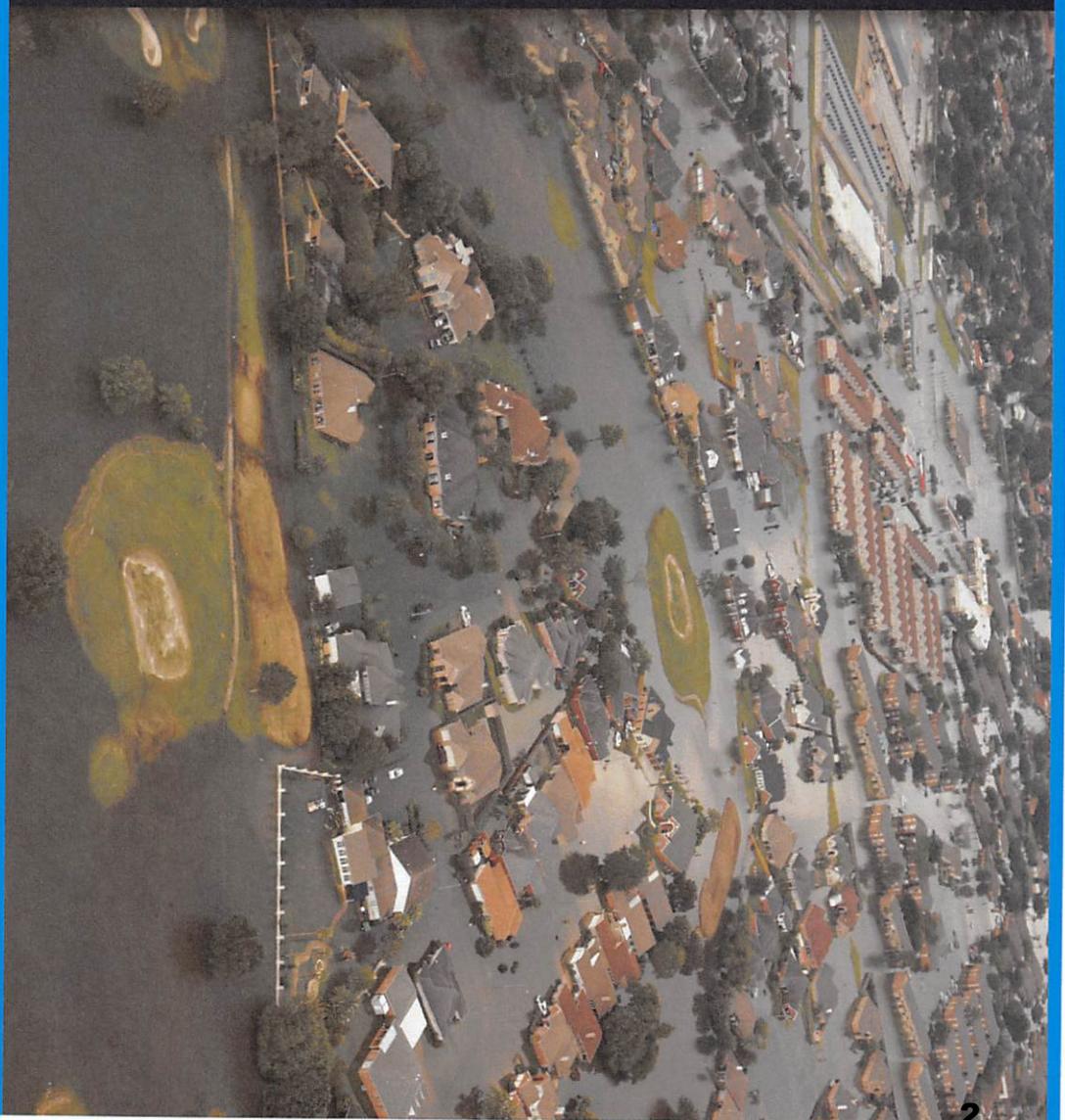
## APPLY TODAY!

<https://recovery.texas.gov/harp>

1-844-893-8937

Lláme al 1-866-317-1998 para asistencia en español.

[recovery.texas.gov/harp](https://recovery.texas.gov/harp)



# ¿Fue usted afectado por inundaciones en 2018/2019?

La GLO está aceptando aplicaciones para los Programas de Asistencia y Reembolso para Propietarios, para ayudar a propietarios en los condados de *Cameron, Hidalgo, y Willacy*.

La aplicación se puede llenar en línea, vía telefónica o en persona.

## ¡APLIQUE AHORA!

<https://recovery.texas.gov/harp>

1-844-893-8937

Llama al 1-866-317-1998 para asistencia en español.





TEXAS GENERAL LAND OFFICE  
GEORGE P. BUSH, COMMISSIONER

## Texas GLO Homeowner Assistance and Reimbursement Programs Seeking Applications

*Housing repair and reimbursement programs helping RGV homeowners rebuild lives after flood damage from storms in 2018 and 2019*

Visit [recovery.texas.gov/harp](https://recovery.texas.gov/harp) to apply

AUSTIN — The Texas General Land Office's (GLO) Homeowner Assistance and Reimbursement Programs (HARP) is seeking additional applications in South Texas and the Rio Grande Valley for residents of Cameron, Hidalgo, and Willacy counties with home repairs or full reconstruction, as well as repayment of eligible out-of-pocket repair costs up to \$50,000. The program opened a year ago and there is still funding available in these counties.

Dalia and Miguel Rodriguez of San Benito received a fully reconstructed home through GLO's HARP. Flood waters came up through the floor and caused so much damage the home was unstable. "These keys can actually be made of gold because this is the most beautiful thing that we've gotten ever in our life and it is a blessing, said Dalia. "It has given us an opportunity to start new. It is the best gift anyone could ever get." See their story [here](#).



TXGeneralLandOffice  
@txglo

Dalia and Miguel Rodriguez are back home thanks to the GLO's Homeowner Assistance and Reimbursement Programs (HARP). Their home was the first completed through HARP. "These keys could actually be made of gold... It is the best gift anyone could get," said Dalia. [#txlege](#)



The GLO allocated more than \$66 million of Community Development Block Grant - Disaster Recovery (CDBG-DR) funds from the U.S. Department of Housing and Urban Development (HUD) for damage caused by severe storms and flooding in 2018 and 2019. The funds can be used for repair or reconstruction of owner-occupied single-family homes and reimbursement up to \$50,000 for certain out-of-pocket expenses incurred for reconstruction, rehabilitation, or mitigation. Repayment of SBA loans is also eligible for reimbursement.

A single application can be submitted for reimbursement and repair assistance. An application must be submitted along with required documents for consideration. HARP is a first-come, first-served basis and all homeowners are encouraged to apply immediately. HARP is only available for a main home (primary residence). GLO expects that funds will run out by the end of the summer so the time to apply is now.

Potential applicants should review the [Homeowner Assistance and Reimbursement Programs Checklist](#) to have all applicable documents ready prior to applying. Interested homeowners should visit [recovery.texas.gov/harp](https://recovery.texas.gov/harp) to apply online or download a printable version of the application. Potential applicants can also find in-person assistance at regional Homeowner Assistance and Reimbursement Programs offices serving their area. For assistance, interested participants can email [cdr@recovery.texas.gov](mailto:cdr@recovery.texas.gov) or call 1-844-893-8937.

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TEXAS GENERAL LAND OFFICE  
GEORGE P. BUSH, COMMISSIONER

## Texas GLO Programas de Asistencia y Reembolso para Propietarios en Busca de Solicitudes

*Programas de reparación y reembolso de viviendas que ayudan a los propietarios de RGV a reconstruir sus vidas después de los daños causados por las inundaciones de las tormentas en 2018 y 2019*

Visite [recovery.texas.gov/harp](https://recovery.texas.gov/harp) para aplicar

AUSTIN — Los Programas de Asistencia y Reembolso para Propietarios (HARP) de la Texas General Land Office's (GLO) están buscando solicitudes adicionales en el Valle del Río Grande para los residentes de los condados de Cameron, Hidalgo y Willacy con reparaciones en la vivienda o reconstrucción completa, así como reembolso de los costos de reparación de bolsillo elegibles hasta \$50,000. El programa abrió hace un año y todavía hay fondos disponibles en estos condados.

Dalia y Miguel Rodríguez de San Benito recibieron una casa completamente reconstruida a través de HARP de GLO. Las aguas de la inundación atravesaron el piso y causaron tanto daño que la casa quedó inestable. "Estas llaves en realidad pueden estar hechas de oro porque es lo más hermoso que hemos recibido en nuestra vida y es una bendición", dijo Dalia. "Nos ha dado la oportunidad de empezar de nuevo. Es el mejor regalo que alguien podría recibir". Vea su historia [aquí](#).

El GLO asignó más de \$66 millones de fondos de Subvención en Bloque para el Desarrollo Comunitario - Recuperación ante Desastres (CDBG-DR) del Departamento de Vivienda y Desarrollo Urbano (HUD) de Estados Unidos para los daños causados por tormentas severas e inundaciones en 2018 y 2019. Los fondos pueden ser utilizados para la reparación o reconstrucción de viviendas unifamiliares ocupadas por el propietario y reembolso de hasta \$50,000 por ciertos gastos de bolsillo incurridos para la reconstrucción, rehabilitación o mitigación. El reembolso de los préstamos de la SBA también es elegible para reembolso.

Se puede presentar una sola solicitud de reembolso y asistencia para la reparación. Se debe presentar una solicitud junto con los documentos requeridos para su consideración. HARP es por orden de llegada y se alienta a todos los propietarios a presentar su solicitud de inmediato. HARP solo está disponible para una casa principal (residencia principal). GLO espera que los fondos se agoten para fines del verano, por lo que ahora es el momento de presentar la solicitud.

Los posibles solicitantes deben revisar la [Lista de Verificación de los Programas de Asistencia y Reembolso para Propietarios](#) para tener listos todos los documentos correspondientes antes de presentar la solicitud. Los propietarios interesados deben visitar [recovery.texas.gov/harp](https://recovery.texas.gov/harp) para presentar su solicitud en línea o descargar una versión imprimible de la solicitud. Los posibles solicitantes también pueden encontrar asistencia en persona en las oficinas regionales de Programas de Asistencia y Reembolso para Propietarios que atienden su área. Para obtener ayuda, los participantes interesados pueden enviar un correo electrónico a [cdr@recovery.texas.gov](mailto:cdr@recovery.texas.gov) o llamar al 1-844-893-8937 (se habla Español).



Dalia and Miguel Rodriguez are back home thanks to the GLO's Homeowner Assistance and Reimbursement Programs (HARP). Their home was the first completed through HARP. "These keys could actually be made of gold... It is the best gift anyone could get," said Dalia. #txlege



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**Texas General Land Office**  
**Community Development and Revitalization (GLO-CDR)**  
**Texas Homeowner Assistance and Reimbursement Programs**



**Agenda Review**

- Welcome and Introductions, Meeting Logistics
- What are the Homeowner Assistance and Reimbursement Programs (HARP)?
- HARP Applicant Eligibility
- HARP Eligible Activities
- What to Expect: Homeowners
- Questions and Answers

**What are the Homeowner Assistance and Reimbursement Programs (HARP)?**



- Homeowner Assistance and Reimbursement Programs are funded through HUD's Community Development Block Grant Disaster Recovery (CDBG-DR) program. HARP assistance can help homeowners recover between \$1,000 to \$50,000 in out-of-pocket expenses or be used for SBA loan repayment for home repairs within the eligible counties and can also provide repair or reconstruction assistance.
- These funds are administered by the Community Development and Revitalization (CDR) division of the Texas General Land Office (GLO).
- The Community Development Block Grant Disaster Recovery (CDBG-DR) program allows the GLO to work with local leadership on long-term housing that not only helps to rebuild a community, but lessens the cost and impact of future disasters.

**What are the Homeowner Assistance and Reimbursement Programs (HARP)?**



- The HARP allows for the rehabilitation, reconstruction, and/or elevation of single-family, owner-occupied homes damaged by 2018-2019 Floods. Additionally, reimbursement funds between \$1,000 to \$50,000, may be available for out of pocket expenses for storm related repairs. These funds are administered by the Community Development and Revitalization (CDR) division of the Texas General Land Office (GLO).
- In addition to all local building codes, the following standards must be met at a minimum (as applicable) for all HARP activities:
  - HUD's Lead-Based Paint Standards and GLO's Habitability Standards
  - Green Building Standards
  - Resiliency Standards
  - Elevation Standards
  - HUD Accessibility/GLO-CDR Visitability Standards

### HARP Applicant Eligibility



Vital documentation\* must be collected, including proof of the following items:

- Identity (EXAMPLE: driver's license, passport, state-issued ID)
- Income (EXAMPLE: latest tax return)
- Ownership (EXAMPLE: property tax records, deed, title)
- Damage (EXAMPLE: FEMA, SBA or insurance award letters)
- Residency on June 18-21, 2018 or June 24 & 25, 2019 (EXAMPLE: homestead tax exemption, utility bill, bank statement)
- Taxes (must be current)
- Child Support (current for all adult household members)

\*Listed items are not exhaustive; please see application and/or Applicant Coordinator for further detail.

### HARP Applicant Eligibility



Potential stumbling blocks:

- Must be current on child support and property taxes (or provide evidence of an approved payment plan)
- If the property owner previously received assistance for 2018/2019 Floods damages, information/receipts must be provided for a duplication of benefits review
  - Duplicative benefits include funds received for the same purpose from FEMA, USDA, SBA, National Flood Insurance Program, private insurance and/or other funds (e.g. private institutions and non-profits)

### HARP Eligible Activities



Potential stumbling blocks, continued:

- If the home is in a floodplain:
  - If the property owner has received prior federal assistance conditioned on maintaining flood insurance, proof of flood insurance must be collected. If the property owner did not obtain and maintain flood insurance, they are ineligible to receive HARP funds.
  - If the combined household income is >120% AMI and the property owner did not maintain flood insurance (even if not otherwise required by a mortgage, etc.), the use of CDBG-DR funds is prohibited.
- Only LMI applicants can receive reimbursement funds for the first 6 months of the program.

### HARP Eligible Activities



- Applicants may apply for both HAP and HRP funds in one application.
- HARP may be used for reimbursement of out of pocket expenses or repayment of SBA loans up to \$50,000. For a more detailed list of eligible items, see slide 21.
- The reconstruction of owner-occupied, primary residences is anticipated to be the most common use of HARP funds.
- Rehabilitation may also be completed with HARP funds.
  - Rehabilitation caps of \$65,000/unit will apply
  - Rehabilitation funds must cover all expenses necessary to bring the home up to code, including any necessary elevation for residences in a floodplain, as well as lead-based paint abatement if the home was built prior to 1978

## HARP Eligible Activities

HARP funds may also be used for the following activities:

- Replacement of manufactured housing with site-built home
- Elevation
- Water Well
- Septic
- Accessibility
- Abatement

**INELIGIBLE HARP Activities:** Food, clothing, household items; rebuilding on a different property; rental/second/vacation homes; garage door openers, security systems, swimming pools, fences, satellite dishes; repair of structures not attached to the home\*, mortgage or utility expenses

\*unless otherwise required by local code, on a case-by-case basis

## HARP Eligible Activities

Eligible Expenditures for Reimbursement Include:	Examples of Costs That Are Not Eligible:
Essential appliances (e.g., refrigerator, stove/oven, dishwasher)	Food, clothing, household goods
Permits and inspection fees	Fences or sheds
Removal of construction debris	Day labor paid by cash with no receipt
Utilities (plumbing, electrical and gas systems)	Tools
Structural repairs	Flatted trailers
Heating, venting, and air conditioning systems	Mortgage payments
Septic or sewer system repair	Insurance premiums
Well or water system repair	Temporary housing (only efforts FEMA funds)
Entrance and exit doors	
SBA loan repayment up to \$50,000	

## What to Expect: Homeowners

- HARP applicants will be required to provide receipts or statements of work performed which will be verified via an inspection if requesting reimbursement
- Contractors will be assigned by the GLO, from a pool of pre-approved builders.
- Homes will be built according to a small selection of regional floor plans, and Homeowners will have a limited degree of choice of interior finishes (interior/exterior paint colors, carpet/resilient flooring color choices, etc).
- A workmanship warranty will be provided by every contractor for a period of one year; Homeowners will receive manufacturers' warranties at construction completion. Builders will also pay for the first year of homeowners/hazard insurance.
- The size of the home must be based on HUD's determination of two persons per bedroom as reasonable (with exceptions). This means a person with a 3- or 4- bedroom home may not have the same number of bedrooms following reconstruction.

## What to Expect: Homeowners

HARP participants will be required to sign a 1 or 3 year promissory note, during which time Homeowners must:

- Maintain home as primary residence
- Not obtain cash out refinancing, home equity loans or home collateral loans
- Maintain timely payment of property taxes (**which will most likely increase**)
- Maintain hazard insurance, along with windstorm and/or flood insurance if applicable (**which may increase**)
  - If property is in floodplain, homeowner must maintain flood insurance in perpetuity and notify future homeowners



### What to Expect: Homeowners

- HARP participants will be required to relocate themselves AND their possessions for approximately 90-120 days during the rehabilitation/reconstruction period in most cases (this can be longer if construction is delayed). Limited Temporary Relocation Assistance is available to LMI applicants.
- Prior to the construction period, damage assessments and inspections will be performed; homeowners must allow access to their home at pre-scheduled times.
- Approval of an applicant is based on a two-phase system: primary document/income approval and damage/environmental assessments. If a homeowner is preliminarily approved during the documentation and income review, they may be found to be ineligible during the damage assessment and/or environmental review.
- Applicants will have real-time access to their application status through the following:
  - the application website (Texas Integrated Grant Reporting, or TIGR)
  - GLO customer service phone number (to be released)
  - their assigned Applicant Coordinator (assigned once application is received by GrantWorks)



### How to apply

- Apply online or make an appointment to come into our Weslaco office!
  - [recovery.texas.gov/harp](http://recovery.texas.gov/harp)
  - 1.844.893.8937




## Questions?

*"The GLO stands ready to help our state maximize the use of this disaster recovery funding to build back stronger and more resilient communities."*

**George P. Bush, Commissioner**

Mercedes City Commission  
Regular Meeting  
April 19, 2022 – 6:30 P.M.

Members Present: Oscar D. Montoya Sr. Mayor  
Jose Martinez Mayor Pro-Tem  
Leonel Benavidez Commissioner  
Jacob Howell Commissioner  
Jose Gomez Commissioner

Staff Present: Alberto Perez City Manager  
Martie Garcia-Vela City Attorney  
Joselynn Castillo City Secretary  
Javier Ramirez Asst. City Manager  
Nereida Perez Finance Director  
Marisol Vidales Library Director  
Joaquin Hernandez Public Works Director  
Ervin Vilchis I.T Liason  
Orlando Diaz Sergeant  
Axel Vallejo Executive Admin  
Brianna Casares Public Information Officer

Others Present: Isaac Huacuja, Ramon Mejia

**1.) CALL MEETING TO ORDER**

Mayor Montoya welcomed everyone and called the meeting to order at 6:30 P.M.

**2.) ESTABLISH QUORUM**

Four members of the Commission were present. Commissioner Benavidez arrived during Open Forum.

**3.) INVOCATION**

Commissioner Howell said the invocation.

**4.) PLEDGE OF ALLEGIANCE**

Mayor Pro-Tem Martinez led the Pledge of Allegiance.

**5.) OPEN FORUM**

- Mr. Ramon Mejia addressed the Commission regarding item 10A the energy consultant. He expressed his opposition for the service. Mr. Mejia stated that the city should hire all three companies and let them compete for the best pricing. He asked why only have one company and he added that the firms didn't provide a rate.

**6.) CONSENT AGENDA**

**a. Approval of Minutes for Meeting(s) held April 5, 2022.**

**b. Second and final reading of Ordinance No. 2022-07 approving the grass clippings ordinance.**

**c. Approval of 2<sup>nd</sup> Quarterly Investment Report**

Mayor Pro-Tem Martinez motioned for approval of all items under consent agenda.

Commissioner Gomez seconded. Upon a called vote, the motion passed unanimously.

## 7.) CITY MANAGER COMMENTS

### a. Update on Urban County Funds

Mr. Perez stated they met with urban county representatives on funding. He added there are funds from 2019 still available. Mr. Ramirez stated there is a project for Mile 8 street improvements. There were some surplus funds from 2019 and 2020 that could be used for materials on the Mile 8 project. Mr. Perez stated no funds are being taken from any departments that had requested funds through urban county. At a question, Mr. Ramirez stated that the project kicks-off should be the end of May or start of June. Commissioner Gomez stated that the Mile 8 project has been in the works by previous and present commission.

## 8.) ORDINANCES/RESOLUTIONS

### a. Discussion and Possible Action on Resolution No. 2022-06 denying the amended recovery factors to increase distribution rates.

Commissioner Benavidez made a motion to deny the amended recovery factors to increase the distribution rates. Mayor Pro-Tem Martinez seconded. Upon a called vote, the motion passed unanimously.

## 9.) Management Items

### a. Discussion and Possible Action of a Budget Amendment Request for the Public Works Department to Replace Three Computers.

Mayor Pro-Tem Martinez motioned to approve the budget amendment. Commissioner Howell seconded. Upon a called vote, the motion passed unanimously.

## 10.) BIDS/CONTRACTS

### a. Discussion and Possible Action to select a firm and award a contract for Energy Consulting services.

Mayor Pro-Tem Martinez made a motion to accept Marco A. Arredondo and bring back to the commission for the contract. Commissioner Howell seconded. Mr. Perez will bring back the terms and pricing. Commissioner Benavidez stated that he requested a price bid. He stated that the city will not be getting the best price possible from one firm rather than a competing rate from all firms for that reason Commissioner Benavidez is voting against. Commissioner Gomez stated that item is action to award a contract but they cannot approve without contract. Mayor Montoya stated that when you go for RFQ you pick the best qualified and then negotiate a contract and if the city and company cannot agree they can move to the next best qualified or select to rebid. Only one broker is allowed to provide pricing (energy consultant). There was discussion regarding the RFP and RFQ process. Mr. Perez stated that the point system was based off of their bid packet. Upon a called vote, the motion passed 3 to 2. Commissioner Benavidez and Commissioner Gomez voted against.

### b. Discussion and Possible Action on request for IT Support Service Hours.

Mr. Vilchis is requesting the service for the firewall issues. Commissioner Howell motioned to approve. Commissioner Benavidez seconded. Mr. Vilchis stated the service is necessary for security vulnerabilities. The amount is \$6,600 for 40 hours. Mr. Vilchis added that hurricane season is around the corner and he will need the support. Upon a called vote, the motion passed unanimously.

## 11.) MONTHLY REPORTS

No action is required.

**12.) EXECUTIVE SESSION:** Mayor Montoya called the meeting into Executive Session at 7:00 P.M.

- a. **Discussion regarding duties and responsibilities of the City Manager - Section 551.074 Texas Gov't Code Annotated - Personnel Matters**
- b. **Consultation with Attorney regarding update on legal matters - Section 551.071 Texas Gov't Code Annotated - Consultation with Attorney**
- c. **Consultation with Attorney regarding donation of property - Section 551.071 & 551.072 Texas Gov't Code Annotated - Consultation Deliberation regarding Real Property**

**ADDENDUM**

- d. **Discussion regarding purchase of real property – Section 551.072 Texas Gov't Code Annotated – Deliberation of Real Property**

Mayor Montoya called the meeting back to order at 8:19 P.M.

**13.) OPEN SESSION:**

- a. **Discussion and Possible Action on item A listed in executive session.**  
No action was taken.
- b. **Discussion and Possible Action on item B listed in executive session.**  
No action was taken.
- c. **Discussion and Possible Action on item C listed in executive session.**  
Commissioner Benavidez made a motion to proceed as discussed in executive session. Mayor Pro-Tem Martinez seconded. Upon a called vote, the motion passed unanimously.

**ADDENDUM**

- d. **Discussion and Possible Action regarding purchase of real property.**  
Commissioner Howell made a motion to direct city manager to postpone the item and bring back as discussed in executive session. Commissioner Benavidez seconded. Upon a called vote, the motion passed unanimously.

**14.) ADJOURNMENT**

Mayor Montoya adjourned the meeting at 8:21 p.m.

**2022 AUCTION SALE LIST**

Mercedes Police Department  
2314 N. FM 491 Rd.  
Mercedes, TX 78570

Last Updated: 04/08/2022 07:45  
Total Vehicles: 9  
(956) 565-3102



Stonegarden FY12 Vehicle – Purchased with PD Budget General Funds									
Unit #	COLOR	Year	MAKE / MODEL	VIN	LP's	STATE	MILEAGE	INVENTORY DATE:	KEYS
SG4	BLACK	2008	Chevrolet / Tahoe	1GNEC03008R221900	116-6307	TX		04/08/2022	YES

**Motion to Dispose of Abandoned Property from Mercedes Police Department at 316 S. Ohio Ave. – Court Awarded Assets (OCA# 2131722)**

1. Stapelton step ladder
2. Red Berkley 205 Fusion fishing rod
3. Yellow Mack 12 TE-II edge trimmer
4. Green weed eater
5. Ryobi SS26 weed eater
6. Black & Decker Fire Storm Drill
7. Dewalt 18V XRP DW90960 drill
8. Black Pioneer GM-1000 amplifier
9. Troy-Bilt TB180B leaf blower
10. Delco Electronic car stereo
11. Blue Makita grinder
12. Lithium battery
13. RIR impact gun
14. Car jack & tire iron
15. Black Element ELFW231 TV
16. Rigid 5.0 hp dry vacuum
17. Skilsaw 5250 circular saw
18. Black sander polisher
19. Ingersol – Band 315 straight line sander
20. Blue Car Quest mobile air tank
21. Skate board
22. Yellow jack stud
23. Yellow Stanley 16' tape measure
24. Paint brush
25. Blue cocking gun
26. (3) plastic couplers
27. Set of L wrenches
28. Ryobi chop saw
29. Black VHS VR3710#M player
30. Gray Zenith VR2420HF player
31. Orion VHS player
32. Colt VHS player
33. Sharp VC-H942 VHS player
34. Harmon/Dardon computer base speaker
35. Polaroid DVD player
36. Direct TV multi satellite recorder
37. Performance Tcknique ICBM – Digital 2000-watt Amplifier
38. APEX DVD player
39. LXI VHS player
40. XBOX game console
41. Reference 414s Sound stream Technologies Amplifier
42. Unknown VHS player
43. Phillips sound bar & wires
44. Bolt cutters
45. Red bag w/misc. tools
46. Field Place KT16A Amp reader

**Surplus Items from Mercedes Police Department at 316 S. Ohio Ave. – Purchased with PD Budget General Funds**

1. White Sharp MX M314N Copier
2. Blue Taskalfa 300ci Copier (Property Code: 4693)
3. Black / Red Precision Point 4.0 bicycle
4. Black / Blue Graphite Peak Roadmaster bicycle
5. Brown wooden office chair

6. Brown wooden office chair
7. Brown wooden office chair
8. Black wooden office chair
9. Brown rolling office chair
10. Green rolling office chair
11. Brown wooden office chair
12. Brown wooden office chair
13. Maroon wooden conference office chair
14. Black wooden office chair
15. Brown wooden office chair
16. Brown wooden office chair
17. Gray metal office chair
18. Brown wooden metal office chair
19. Black rolling office chair
20. Black hard plastic metal office chair
21. Maroon wooden conference office chair
22. Maroon wooden 4-shelf bookcase
23. Green metal kitchenette island
24. Gray Rubbermaid plastic storage container
25. Green Rubbermaid plastic shelf
26. Maroon wooden conference office chair
27. Black wooden office chair
28. Maroon wooden conference office chair
29. Maroon wooden conference office chair
30. Maroon wooden conference office chair
31. Maroon rolling office chair
32. Black wooden office chair
33. Black hard plastic metal office chair
34. Brown metal folding chair
35. Light brown metal folding chair
36. Light brown metal folding chair
37. Orange metal folding chair
38. Black rolling office chair
39. Green wooden stool
40. Brown rolling office chair
41. White Oasis watercooler
42. Black Dell Monitor Screen (Property Code: 05910)
43. Black Dell Monitor Screen (Property Code: 05648)
44. Black Dell Monitor Screen (Property Code: 05904)
45. Black Dell Monitor Screen (Property Code: 05878)
46. Black Dell Monitor Screen
47. Black Dell Monitor Screen (Property Code: 05917)
48. Black Dell Monitor Screen
49. Black Dell Monitor Screen (Property Code: 05634)
50. Black Dell Monitor Screen (Property Code: 05898)
51. Black Dell Monitor Screen
52. Black Planar Monitor Screen (Property Code: 05932)
53. Black Planar Monitor Screen (Property Code: 05882)
54. Black Dell OptiPlex 380 Desktop (Property Code: 05627)
55. Black Dell OptiPlex 380 Desktop (Property Code: 05694)
56. Black Dell OptiPlex 7010 Desktop (Property Code: 05695)
57. Black Dell Desktop (Property Code: 5801)
58. Black Dell Vostro Desktop (Property Code: 5802)
59. Black Dell Vostro Desktop (Property Code: 5803 / 05916)
60. (6) Black Dell keyboards
61. (2) Logitech keyboards
62. (4) Microsoft keyboards
63. (2) APC 10-plug power supply
64. Cyber Power 1000 AVR power supply
65. General Dynamics GD6000 laptop S/N: ZZSJC9177ZZ0009 (Property Code: 5681)
66. Black HP Z440 Desktop (Property Code: 5673)
67. Black APC Backups Pro 1000 power supply
68. Black Tripp-Lite Smart T1500
69. Gray HP Photosmart C7280 copier
70. Gray Invent Model: C8111A scanner
71. Epson Perfection V7000 photo copier/scanner
72. Black 2-drawer metal filing cabinet (Property Code: 05874)
73. Black TP-Link 600 wireless router
74. Black Hamilton Beach microwave
75. Black pair desktop speakers
76. (6) mouse pads
77. Misc. computer wires
78. White Mitsumi keyboard
79. Black GE portable electric stove
80. Whelen SX8BBB overhead lightbar S/N: 189253
81. (2) Iwatsu desk phones
82. Polycom desk phone
83. Ashtron SL-10MR S/N: 98110419

84. Motorola Model: CDM1250 S/N: 103TFER956
85. Tait Radio Model: TM9155 S/N: 19784520
86. Stalker handheld radar
87. (5) Encorepro 540 Plantronics headsets
88. Phillips KBD joystick camera controller S/N: UN005717
89. Zebra RW420 mobile printer S/N: XXRCJ122500421
90. White Louroe electronics APR-1 power volume
91. Typewriter Sharp PA-3020III (Property Code: 1515)
92. Motorola surge protector
93. White Best Power Ferrup Series (Property Code: 3879)
94. (2) Red cloth seats
95. Black 2-drawer office filing cabinet (Property Code: 050887)
96. Aopen AOW-224W 24-port
97. White 5-drawer office filing cabinet (Property Code: 5944)
98. Black office desk (Property Code: 05860)
99. Drug identifier briefcase
100. Drug identification poster
101. Clear plastic office floor desk mat
102. American flag
103. RCA 4000X digital zoom camera (Property Code: 4042)
104. Power strip & misc. wires
105. (2) Polycom landline office phones
106. (3) Sirchie fingerprint laboratories Cat No. FCF200
107. (3) Seco-Larm 1,200 lb. magnetic locks
108. (8) Jacob M. Bruades books
109. Black desk organizer
110. Small desk fan
111. Great Neck metric -10 pc. Deep impact socket set
112. Round wooden office table
113. Office desk
114. Black hard plastic metal office chair
115. Black hard plastic metal office chair
116. Rolling base
117. Stanley 14-376 18" bolt cutters
118. Guardian Arm crutches
119. Dell 2408WFP6 monitor screen
120. Microsoft keyboard
121. Dell keyboard
122. Tan metal folding chair
123. Round wooden office table
124. 4-drawer filing cabinet
125. Clear plastic office floor desk mat

**Seized Vehicles: Judgement Awarded / Asset Forfeitures**

Unit #	COLOR	Year	MAKE / MODEL	VIN	LP's	STATE	Cause No.	INVENTORY DATE:	KEYS
N/A	Red	1998	Dodge / Ram	3B7HC13Y3WG217922	BS3-8699	TX	C-5347-19-F	04/08/2022	YES
N/A	Silver	1999	BMW / 328	WBAAM5332XFR01161	DLY-6406	TX	C-5347-19-F	04/08/2022	YES
N/A	White	2005	Ford / Van	1FMPU17505LA19627	FKN-4774	TX	C-0475-22-D	04/08/2022	YES
N/A	Silver	2006	Buick / Lucerne	1G4HD57266U238928	915-92D1	TX	C-4374-20-F	04/08/2022	YES
N/A	Black	2008	Ford / Focus	1FAHP35N08W211573	N/A	N/A	C-2223-20-H	04/08/2022	YES
N/A	White	2009	Pontiac / G6	1G2ZG57D894211710	683-48D6	TX	C-1918-20-A	04/08/2022	YES
N/A	Black	2010	Chevrolet / Camaro	2G1FB1EV5A9109794	BJL-7957	TX	C-5347-19-F	04/08/2022	YES
133	White	2014	Chevrolet / Sonic	1GAJCSH2E4118108	DW9-N981	TX	C-3187-18-I	04/08/2022	YES

**NOTE:**

City Mechanic Albert Agueros has keys to Pontiac G6 & Chevrolet Sonic

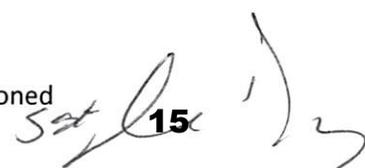
Evidence Tech. Aaron Villarreal has keys to BMW 328, Ford Van, Buick Lucerne, Ford Focus, and Chevrolet Camaro

All decals & equipment from SG4 shall be removed from vehicle before being auctioned

A hard reset shall be done to all computers, laptops, radios, phones, copiers and inspected by IT before being auctioned

Red and Blue signal lights shall be removed from the Whelen lightbar

License plate(s) along with Registration Sticker shall be removed from vehicle before being auctioned


  
 5/21/22 **15**

# City of Mercedes

## Asset Disposition Form

(Use this form only for equipment that has the City of Mercedes bar code tag)

The following equipment being disposed:

Barcode #	Qty	Description of Items	Purchase Date	Cost	Disposition Code
	1	Stapleton step ladder	12/23/2021	N/A	D
	1	Red Berkley 205 Fusion fishing rod	12/23/2021	N/A	D
	1	Yellow Mack 12 TE-II edge trimmer	12/23/2021	N/A	D
	1	Green weed eater	12/23/2021	N/A	D
	1	Ryobi SS26 weed eater	12/23/2021	N/A	D
	1	Black & Decker Fire Storm Drill	12/23/2021	N/A	D
	1	Dewalt 18V XRP DW90960 drill	12/23/2021	N/A	D
	1	Black Pioneer GM-1000 amplifier	12/23/2021	N/A	D
	1	Troy-Bilt TB180B leaf blower	12/23/2021	N/A	D
	1	Delco Electronic car stereo	12/23/2021	N/A	D
	1	Bluk Makita grinder	12/23/2021	N/A	D
	1	Lithium batter	12/23/2021	N/A	D
	1	RIR impact gun	12/23/2021	N/A	D
	1	Car jack & tire iron	12/23/2021	N/A	D
	1	Black Element ELFW231 TV	12/23/2021	N/A	D
	1	Rigid 5.0 hp dry vacuum	12/23/2021	N/A	D
	1	Skilsaw 5250 circular saw	12/23/2021	N/A	D
	1	Black sander polisher	12/23/2021	N/A	D
	1	Ingersol - Bank 315 straight line sander	12/23/2021	N/A	D
	1	Blue Car Quest mobile air tank	12/23/2021	N/A	D
	1	Skateboard	12/23/2021	N/A	D
	1	Yellow jack stud	12/23/2021	N/A	D
	1	Yellow Stanley 16' tape measure	12/23/2021	N/A	D
	1	Paint brush	12/23/2021	N/A	D
	1	Blue cocking gun	12/23/2021	N/A	D
	3	plastic couplers	12/23/2021	N/A	D
	1	Set of L wrenches	12/23/2021	N/A	D
	1	Ryobi chop saw	12/23/2021	N/A	D
	1	Black VHS VR3710#M player	12/23/2021	N/A	D
	1	Gray Zenith VR2420HF player	12/23/2021	N/A	D
	1	Orion VHS player	12/23/2021	N/A	D
	1	Colt VHS player	12/23/2021	N/A	D

1	Sharp VC-H942 VHS Player	12/23/2021	N/A	D
1	Harmon/Dardon computer base speaker	12/23/2021	N/A	D
1	Polaroid DVD Player	12/23/2021	N/A	D
1	Direct TV multi satellite recorder	12/23/2021	N/A	D
1	Performance Tcknique ICBM - Digital 2000 watt Amplifier	12/23/2021	N/A	D
1	Apex DVD player	12/23/2021	N/A	D
1	LXI VHS Player	12/23/2021	N/A	D
1	XBOX game console	12/23/2021	N/A	D
1	Reference 414s Soundstream Technologies Amplifier	12/23/2021	N/A	D
1	Unknown VHS player	12/23/2021	N/A	D
1	Phillips sound bar & wires	12/23/2021	N/A	D
1	Bolt cutters	12/23/2021	N/A	D
1	Red bag w/misc. tools	12/23/2021	N/A	D
1	Field Place KT16A Amp reader	12/23/2021	N/A	D

**REASON OF DISPOSAL:**

Pursuant to the Code of Criminal Procedure, Article 18.17 Disposition of Abandoned Property and Unclaimed

Property. Therefore, the Mercedes Police Department respectfully request that it be allowed to: auction items

where no owner can be found. The foregoing motion having presented to Judge Juan Alvarez on 12/23/2021 and the

same being considered, it is there ordered, adjudged, and decreed that said motion is and the same is hereby granted

Department: Police

  
 \_\_\_\_\_  
 DEPARTMENT HEAD

4-8-22  
 \_\_\_\_\_  
 DATE

Disposition Code	
A	Lost
B	Stolen
C	Damaged
D	Other (exceeded useful life)

\_\_\_\_\_  
 CITY MANAGER

\_\_\_\_\_  
 DATE

Submitted: Aaron Villarreal

Date: December 11, 2021

MOTION TO DISPOSE OF PROPERTY

TO THE HONORABLE JUDGE OF MERCEDES MUNICIPAL COURT

Pursuant to the Code of Criminal Procedure, Article 18.17 Disposition of Abandoned and Unclaimed Property, and Article 18.18 Disposition of Prohibited Weapons, we are submitting to you and attached list of items that are in possession of the Mercedes Police Department. Case number: 2131722

To the Mercedes Municipal Court, as per Article 18.17, CCP, we are requesting your approval to have these items to be removed from the Mercedes Police Department Inventory system, and dispose them by the proper means and authorities (i.e, destruction, donation, auctions, awarded to the Mercedes Police Department, etc.)

Therefore, the Mercedes Police Department respectfully request that it be allowed to:

1. Auction items where no owner can be found.
2. Destroy items that have no evidentiary value or that are a prohibited weapon.
3. Forfeit selected items to the Mercedes Police Department for use in training or normal operations of the department.
4. Dispose of in a matter deemed necessary by the Mercedes Police Department.

Please note that the method disposition of all the items will be a matter of recorded for further reference.

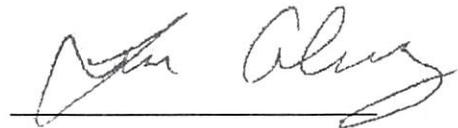


C.S.I Aaron Villarreal #209

Date: 12/11/2021

ORDER

The foregoing motion having presented to me on the 23<sup>rd</sup> day of Dec, 2021 and the same being considered, it is there, ORDERED, ADJUDGED AND DECREED that said motion is and the same is hereby granted.



Judge, Municipal Court



On Saturday, December 11, 2021, at 8:00 am, I Inv. Aaron Villarreal #209 while at the Mercedes Police Dept located at 316 S Ohio St was conducting inventory on abandoned property inside the evidence room.

This evidence has no case numbers assigned to him and no way of tracking where they come from. Attach to his report is an itemized list of the property that was inventoried and the pictures that were taken of the items.

No further action was taken.

End of Report.

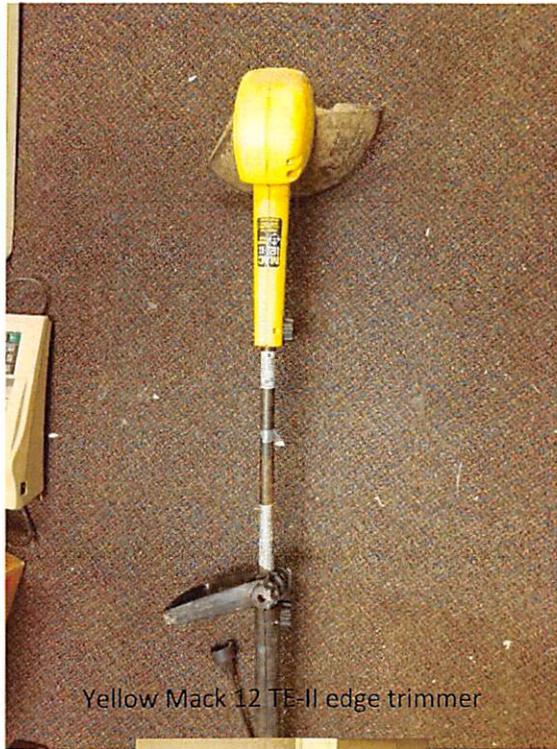
1. Stapelton step ladder
2. Red Berkley 205 Fusion fishing rod
3. Yellow Mack 12 TE-II edge trimmer
4. Green weed eater
5. Ryobi SS26 weed eater
6. Black & Decker Fire Storm Drill
7. Dewalt 18V XRP DW90960 drill
8. Black Pioneer GM-1000 amplifier
9. Troy-Bilt TB180B leaf blower
10. Delco Electronic car stereo
11. Blue Makita grinder
12. Lithium battery
13. RIR impact gun
14. Car jack & tire iron
15. Black Element ELFW231 TV
16. Rigid 5.0 hp dry vacuum
17. Skilsaw 5250 circular saw
18. Black sander polisher
19. Ingersol – Band 315 straight line sander
20. Blue Car Quest mobile air tank
21. Skate board
22. Yellow jack stud
23. Yellow Stanley 16' tape measure
24. Paint brush
25. Blue cocking gun
26. (3) plastic couplers
27. Set of L wrenches
28. Ryobi chop saw
29. Black VHS VR3710#M player
30. Gray Zenith VR2420HF player
31. Orion VHS player
32. Colt VHS player
33. Sharp VC-H942 VHS player
34. Harmon/Dardon computer base speaker
35. Polaroid DVD player
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37. Performance Tcknique ICBM – Digital 2000 watt Amplifier
38. APEX DVD player
39. LXI VHS player
40. XBOX game console
41. Reference 414s Soundstream Technologies Amplifier
42. Unknown VHS player
43. Phillips sound bar & wires
44. Bolt cutters
45. Red bag w/misc. tools
46. Field Place KT16A Amp reader



Staple step ladder



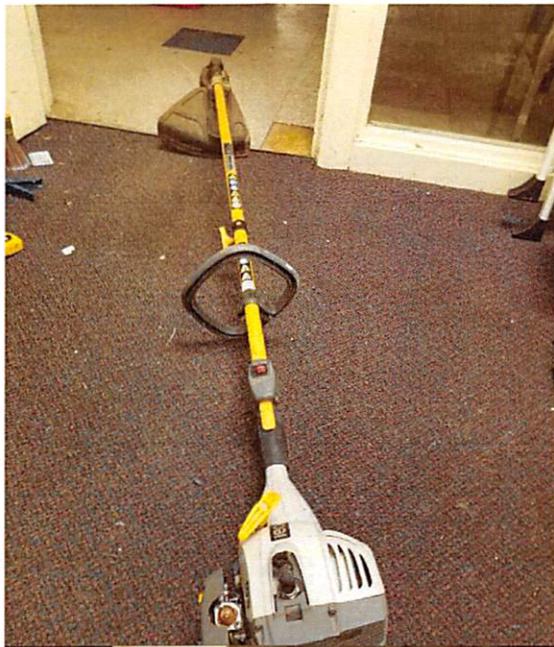
Red Berkley 205 Fusion fishing rod



Yellow Mack 12 TE-II edge trimmer



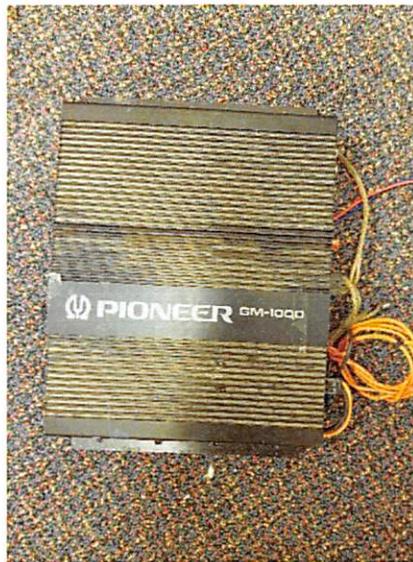
Green weed eater



Black & Decker Fire Storm Drill



Dewalt 18V XRP DW90960 drill



Black Pioneer GM-1000 amplifier



Troy-Bilt TB180B leaf blower



Delco Electronic car stereo



Blue Makita grinder



Lithium battery



RIR impact gun



Car jack & tire iron



Black Element ELFW231 TV



Rigid 5.0 hp dry vacuum



Skilsaw 5250 circular saw



Black sander polisher



Ingersoll – Band 315 straight line sander



Blue Car Quest mobile air tank



Skate board



Yellow jack stud



Yellow Stanley 16' tape measure

Paint brush



Blue cocking gun



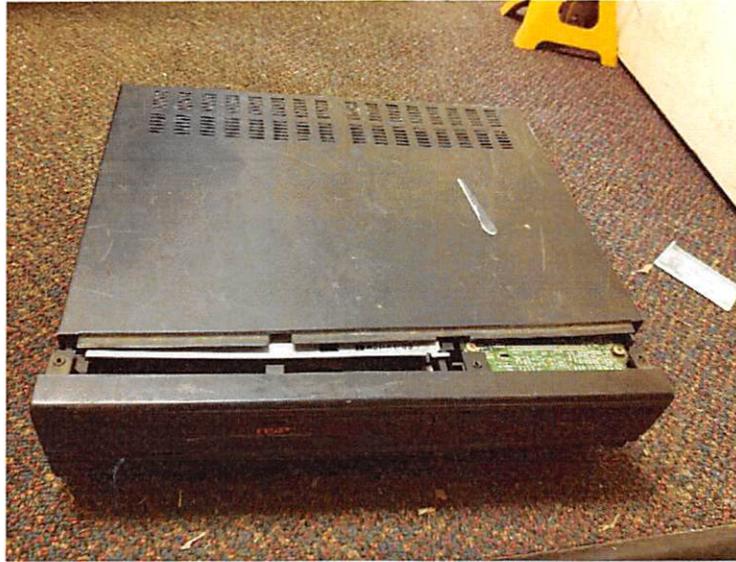
(3) plastic couplers



Set of L wrenches



Ryobi chop saw



Black VHS VR3710#M player



Gray Zenith VR2420HF player



Orion VHS player



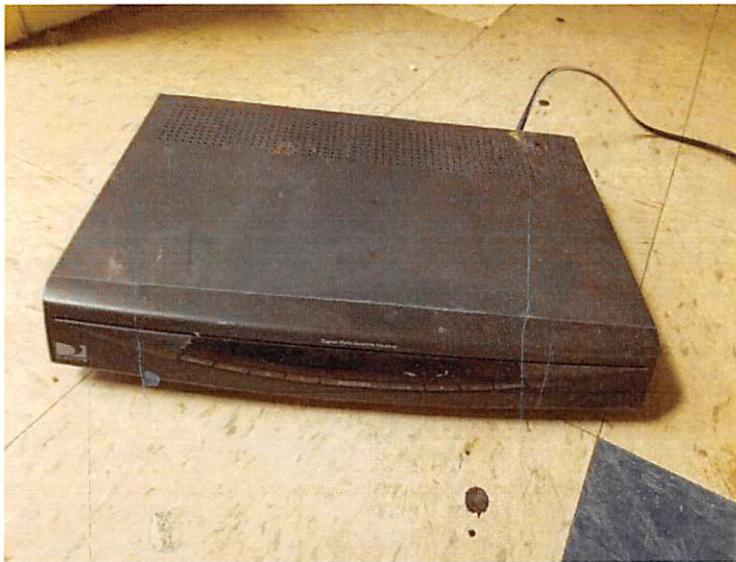
Colt VHS player



Harman/Dardon computer base speaker



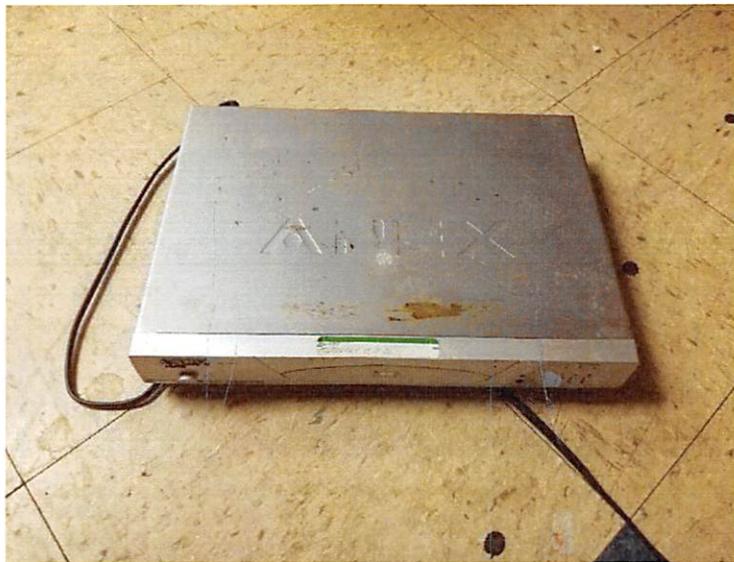
Polaroid DVD player



Direct TV multi satellite recorder



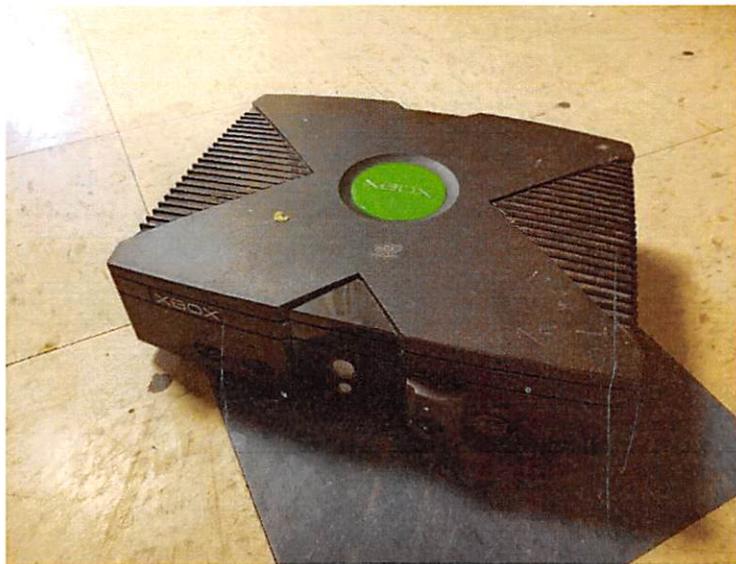
Performance Tcknique ICBM – Digital 2000 watt Amplifier



APEX DVD player



LXI VHS player



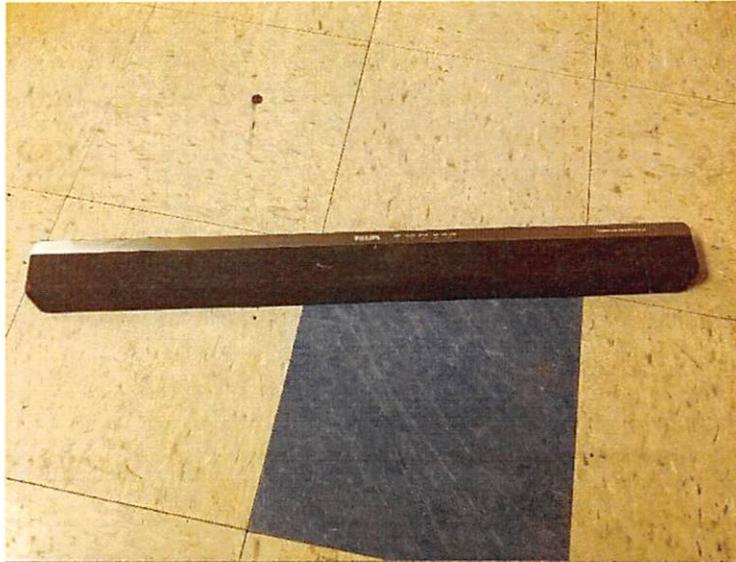
XBOX game console

Unknown VHS player

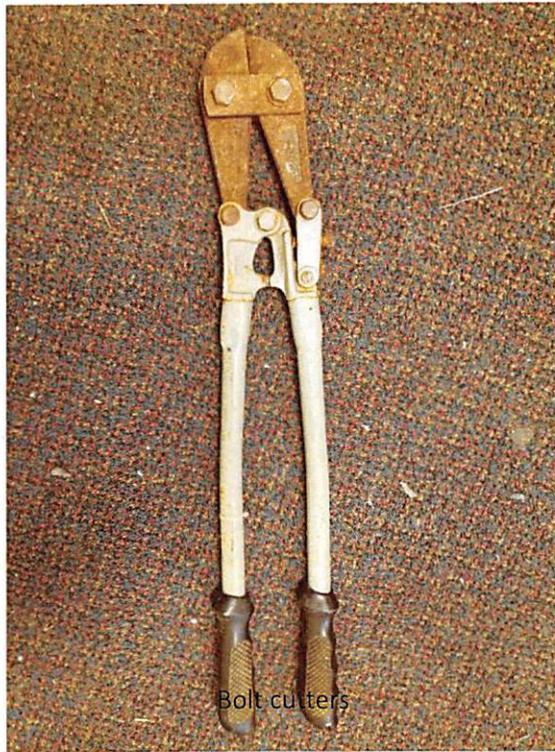


Reference 414s Soundstream Technologies Amplifier





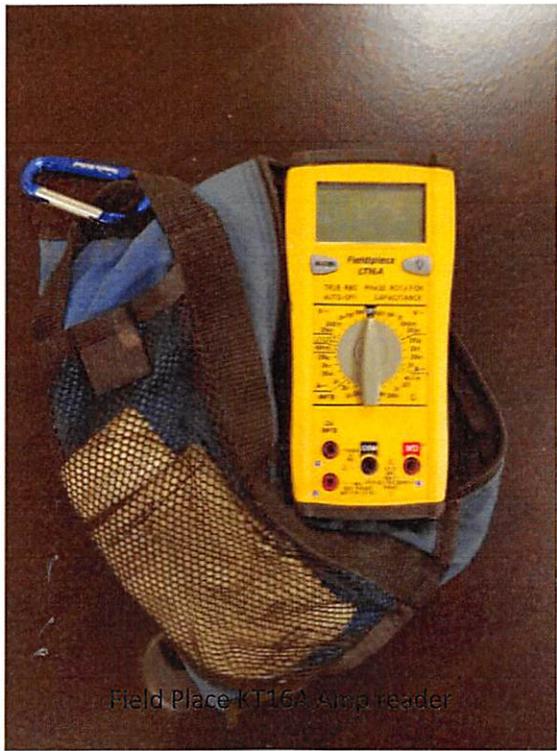
Phillips sound bar & wires



Bolt cutters



Red bag w/misc. tools



Field Place KT16A Amp reader



# Incident Report

MERCEDES POLICE DEPARTMENT

CFS #2131722

Incident #2131722

### Administrative:

Date Reported: 12/20/2021 CFS#: 2131722  
 Location Address: 316 OHIO AVE S  
 City: MERCEDES State: TX Zip: 78570 District: 4 Beat: 1 Grid:  
 Location: MERCEDES POLICE DEPARTMENT  
 Occurrence From: 12/20/2021 @ 8:00 To: 12/20/2021 @ 8:00 Day of Week: MON  
 Status Date: 12/20/2021 Status: CLEARED BY OTHER MEANS  
 Type: I008 Description: INFORMATION CALL

Reportee: VILLARREAL, AARON INV Address: 2314 N. FM 491 RD.  
 Race: W Sex: M MERCEDES, TX 78570  
 DOB: Offense Age: 41 Home Phone: Work Phone: 9565653102  
 Current Age: 41 Mobile Phone:

Additional Officer: Other Agency:  
 Validated UCR/NIBRS: Veh. Forced Entry?:  
 COURT:

Source of Call: OFFICER INITIATED Time Received: 09:00 Time Dispatched: 09:00 Time Arrived: 08:58 Time Cleared: 08:58  
 Reporting Officer 1 ID: D431 Name: VILLARREAL, AARON  
 Reporting Officer 2 ID: Name:  
 Investigating Officer ID: Name:  
 Entered By: KGOMEZ Entered Date: 12/20/2021

### Property:

Quantity	Type	Description	Brand / Model / Color	VIN / Serial#	Loss Value	Recovered
1	NONE	HOUSEHOLD GOODS			0.00	
Entered By: avillarrea Entered Date: 12/21/2021						
Property Note:						
Stapelton Step Ladder						
1	NONE	OTHER			0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021						
Property Note:						
Red Berkley 205 Fusion fishing rod						
1	NONE	LAWN/YARD/GARDEN EQUIPMENT			0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021						
Property Note:						
Yellow Mack 12 TE-edge trimmer						
1	NONE	LAWN/YARD/GARDEN EQUIPMENT			0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021						
Property Note:						
Green Weed eater						

1	NONE	LAWN/YARD/GARDEN EQUIPMENT	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note:				
Ryobi SS26 Weed Eater				
1	NONE	TOOLS	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note:				
Black & Decker fire storm drill				
1	NONE	TOOLS	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note:				
Dewalt 18V XRP DW90960 Drill				
1	NONE	VEHICLE PARTS/ACCESSORIES	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note:				
Black Pioneer GM 1000 amplifier				
1	NONE	LAWN/YARD/GARDEN EQUIPMENT	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note:				
Troy Bilit TB180B Leaf blower				
1	NONE	VEHICLE PARTS/ACCESSORIES	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note:				
Delco Electronic car stereo				
1	NONE	OTHER	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note:				
Blue Makita grinder				
1	NONE	COMPUTER HARDWARE/SOFTWARE	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note:				
Lithium battery				
1	NONE	OTHER	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note:				
RIR Impact gun				
1	NONE	VEHICLE PARTS/ACCESSORIES	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note:				
Car Jack & tire iron				
1	NONE	CONSUMABLE GOODS	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note:				
Black Element ELFW231 TV				
1	NONE	HOUSEHOLD GOODS	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note:				
rIGID 5.0 DRY Vacuum				

1	NONE	TOOLS	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note:				
Skilsaw 5250 circular saw				
1	NONE	TOOLS	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note:				
Black sander polisher				
1	NONE	TOOLS	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note:				
Ingersol Band 315 straight line sander				
1	NONE	TOOLS	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note:				
Blue Car Quest moblie air tank				
1	NONE	OTHER	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note:				
Skate board				
1	NONE	OTHER	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note:				
Yellow Jack Stand				
1	NONE	OTHER	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note:				
Yellow stanley 16" tape measure				
1	NONE	OTHER	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note:				
Paint brush				
1	NONE	TOOLS	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note:				
Blue Cocking gun				
1	NONE	OTHER	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note:				
3 plastic cupplers				
1	NONE	OTHER	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note:				
set of L wrechtes				
1	NONE	TOOLS	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note:				
Ryobi chop saw				

1	NONE	RADIOS/TVS/VCRS	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note: Black VHS VR3710#M Player				
1	NONE	RADIOS/TVS/VCRS	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note: Gray Zenith VR2420HF Player				
1	NONE	RADIOS/TVS/VCRS	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note: Prion VHS Player				
1	NONE	RADIOS/TVS/VCRS	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note: Colt VHS Player				
1	NONE	RADIOS/TVS/VCRS	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note: Sharp VC-H942 Player				
1	NONE	OTHER	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note: Harmon/Dardon computer base speaker				
1	NONE	RADIOS/TVS/VCRS	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note: Polaroid DVD Palyer				
1	NONE	RADIOS/TVS/VCRS	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note: Direct TV MULITI SATELLITE RECORDER				
1	NONE	VEHICLE PARTS/ACCESSORIES	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note: performance tcknique ICB Digital 2000 watt amplifier				
1	NONE	RADIOS/TVS/VCRS	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note: APEX DVD Player				
1	NONE	RADIOS/TVS/VCRS	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note: LXI VHS Player				
1	NONE	OTHER	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note: XBOX Game Console				

1	NONE	VEHICLE PARTS/ACCESSORIES	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note: Reference 414s Soundstream Amplifier				
1	NONE	RADIOS/TVS/VCRS	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note: Unknown VHS Player				
1	NONE	OTHER	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note: Phillips sound bar & wires				
1	NONE	OTHER	0.00	0.00
Entered By: avillarrea Entered Date: 12/21/2021 //				
Property Note: bolt cutters				
1	NONE	OTHER	0.00	0.00
Entered By: avillarrea Entered Date: 12/22/2021 //				
Property Note: Red Bag w/misc tools				
1	NONE	OTHER	0.00	0.00
Entered By: avillarrea Entered Date: 12/22/2021 //				
Property Note: Field Place KT16A Amp reader				

Stolen: \$0.00

Recovered: \$0.00

Damaged: \$0.00

**Narrative:**

**Supplement: Incident Report**

On Saturday, December 11, 2021, at 8:00 am, I Inv. Aaron Villarreal #209 while at the Mercedes Police Dept located at 316 S Ohio St was conducting inventory on abandoned property inside the evidence room.

This evidence has no case numbers assigned to him and no way of tracking where they come from. Attach to his report is an itemized list of the property that was inventoried and the pictures that were taken of the items.

No further action was taken.

End of Report.

Officer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Reporting Officer Signature:** \_\_\_\_\_

**Officer's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Supervisor's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**CITY MANAGER COMMENTS**

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**DATE:** May 3, 2022  
**FROM:** Howell-Martinez  
**ITEM:** **City Manager Comments**

**Update on Park Equipment**

**Howell/Martinez**

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**BACKGROUND INFORMATION:**

Recently several park items were identified as needing repairs. We would like an update to ensure no park equipment that needs repairs is no longer being used while it is repaired or replaced.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** Martie Vela-Garcia

**ATTACHMENTS:** N/A

**DRAFT MOTION:**

**MANAGEMENT ITEM**

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**DATE:** April 27, 2022  
**FROM:** Howell/Martinez  
**ITEM:** **Action Item:**

**Discussion and possible action to authorize City Manager to go out for RFPs to outsource the repair of high traffic streets needing repairs.**

Howell/Martinez

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**BACKGROUND INFORMATION:**

**Due to staffing shortages we have a need to repair several high traffic streets.**

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** Martie Vela-Garcia

**ATTACHMENTS:** N/A

**DRAFT MOTION:**

**Management Items**

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**DATE:** May 3, 2022

**FROM:** Marisol Vidales, Library Director

**ITEM:** Discussion and possible action to appoint a member to the Mercedes Historic Preservation Commission.

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**BACKGROUND INFORMATION:**

The Mercedes Historic Preservation Commission is a 7-member and 2-alternate member advisory board for the City of Mercedes. Its purpose is to maximize conservation & preservation of any historical landmarks for future generations to discover, and appreciate Mercedes' structural heritage...

The board's scope of work includes the following:

- Nominates properties for local historic designation
- Reviews grant applications for local historic properties
- Provides suggestions for work performed on local historic properties
- Research history on local historic properties
- Review applications for historical business awards

At this time, we have a total of three vacancies on the board. One for a regular member as well as the two alternate positions. Mrs. Marissa Wallace resigned in late March of this year leaving the regular member position vacant. The alternate positions have been vacant for close to two years.

We have one applicant at this time which is Ms. Erin Pena.

Our manual states the following:

At least one member shall be an architect, planner, or representative of a design profession;

At least one member shall be a historian;

At least one member shall be a licensed real estate broker;

At least one member shall be an attorney;

At least one shall be an owner of a landmark or of a property in a historic district;

At least one shall be an archeologist or from a related discipline;

Ms. Pena would fulfill the requirement of a historian. She has a Bachelor Degree in History. She had provided two papers that she wrote while obtaining her degree with one being written from primary sources. In speaking with her she stated has a deep love of history, enjoys researching, and would look forward to researching the history of Mercedes and of our historic properties.

If appointed Ms. Pena's term would run until October 2024.

**BOARD REVIEW/CITIZEN FEEDBACK:** Choose an item.

**ALTERNATIVES/OPTIONS:**

**FISCAL IMPACT:**

Proposed Expenditure/(Revenue):	Account Number(s):

**Finance Review by:**

**LEGAL REVIEW:**

**ATTACHMENTS:** Ms. Pena's application, resume, and two papers.

**Staff Recommendation:** Staff recommends the appointment of Erin Pena to fulfill the roll of historian.



APPLICATION TO SERVE ON BOARDS & COMMITTEES

Name: Erin Pena Date: 04/25/2022

Home Address: [Redacted]

(x) Inside City Limits ( ) Outside City Limits

Cell Phone: [Redacted] Email: [Redacted]

Occupation (Note: If "Retired", what was your predominant occupation?): CPS CVS Caseworker Specialist I

I AM INTERESTED IN SERVING ON THE FOLLOWING BOARDS, COMMISSIONS, OR COMMITTEES:

- Planning & Zoning Commission\* Library Board
Buildings & Standard Commission Development Corporation
Industrial Foundation Charter Review
Zoning Board of Adjustment Parks & Recreation
Keep Mercedes Beautiful x Historic Preservation Committee

Please declare reason(s) for desired service:

As a resident of the City of Mercedes and a History major, I want to serve on the Historic Preservation Committee to encourage the preservation of cultural resources, promote historic preservation, and work with the City Counsel in pursuit of the objectives of historic preservation.

[Signature]
Signature

04/25/2022
Date

NOTE: Citizens interested in serving on city boards and commissions are encouraged to fill out and return this form to City Hall. It is designed to assist the Mercedes City Commission in making board appointments. (\*For Planning & Zoning Commission, applicants must be property owners.) Applications are kept on file for (6) months for consideration.

# Erin Peña

Mercedes, Texas 78570

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## **EDUCATION:**

- Mercedes High School – Graduate of 2014
- The University of Texas Rio Grande Valley  
Bachelor of Science in History, Minor in Political Science  
Anticipated Graduation Date: December 2021  
Deans list (Fall 2014, Spring 2015, Fall 2016, Fall 2020, Spring 2021)

## **SKILLS:**

- Languages: fluent in English, Spanish, and knowledgeable in American Sign Language
- Software: Movie Maker, Microsoft Office; Word, Excel, PowerPoint, Adobe Photoshop
- Excellent communication and interpersonal skills; personable, friendly, and ability to work well with others..
- Ability to learn and adapt quickly to different tasks and positions.

## **EXPERIENCE:**

### CPS CVS Specialist I

December 2021- Current

- As a CPS CVS Caseworker, I am appointed a conservator for a child/children when they are removed from their home. I am in charge of legal paperwork, arranging for testing/evaluation/and keeping record of the child's health and medical records to determine additional needs or services needed. I am in charge of conducting home studies, keeping parents and families involved in the case, and finding potential permanent placements to ensure the child is placed in a safe home environment. It is mandatory that I attend all court hearings pertaining to the case (Adversary Hearing, Status Hearing, and trial), preparing the court reports for the case, and testifying on behalf of the child's needs, and the family's progress in an effort to achieve permanency for the child/children.

### Records Manager at The Mercedes Police Department

October 2020- December 2021

- As the Records Manager/Custodian of Records at the Mercedes Police Department, I am in charge of all criminal records, juvenile records, and making sure all charges, and records are submitted, inputted, and disposed of according to their retention periods. I also work in collaboration with CPS investigators to ensure that reports are being submitted to them in timely manner. I am in charge of completing open record requests that are submitted to the City of Mercedes, and work to provide records to district attorneys, CBP/ICE agents, the Texas Attorney General's office, and local law enforcement agencies. It is also routine to preform clerical duties such as: filing paperwork, answering phone calls, helping constituents with problems/inquiries, faxing, emailing, and setting up appointments.

## **Organizations and Activities:**

- National Honor Society of Leadership and Success-UTRGV 2021
- Capable Kids Volunteer 2020-2021
- Pre-Law Society Member: Fall 2014/2016/2021
- Political Science Association 2015/2016/2021

- Secretary of Administration to the Executive Cabinet for UTRGV Student Government :Fall 2015- Spring 2016
- American Sign Language Club Member: Fall 2014-2016

**Volunteer Work:**

- Capable Kids Volunteer 2020-2021
- Engaged Scholar Symposium Presenter -Spring 2018
- Volunteer for “Shooting for Starkey” benefiting the Starkey Hearing Foundation  
Fall 2014- Spring 2016-(10+ Hours)
- Participating in numerous Philanthropy Events for Starkey Hearing Foundation and The Painted Turtle Camp Fall 2014- Spring 2016 (20+ Hours)
- Volunteering at Doctors Hospital at Renaissance Children’s Oncology Center (2018)

The Raymondville Onion Strike of 1979: South Texas Farmworkers' Demand for Better Wages  
and Working Conditions

Erin Peña

HIST 3333-91L

Dr. Linda English

Spring 2021

The Raymondville Onion Strike of 1979: South Texas Farmworkers' Demand for Better Wages  
and Working Conditions

The Rio Grande Valley, specifically Raymondville, Texas, after World War 2 was considered an agricultural oasis, earning the name “The Magic Valley,” as crops flourished year-round.<sup>1</sup> Raymondville, Texas, was also once proclaimed the “onion capital of the world,” as it was one home to some of the largest onion producing regions in the world; by 1904 there were approximately 500 acres of Bermuda (yellow) onions planted in South Texas.<sup>2</sup> As a result of the industry’s rapid growth, so did the demand for workers at a low cost, which equated to a predominantly migrant workforce.<sup>3</sup> Anglo farm workers, in turn, took advantage of Hispanic migrant farm workers, and exploited them for capital gain. The documentary ‘The Valley of Tears,’ aimed to shed light on the Raymondville Onion Workers Strike of 1979, and farm workers demand for better wages and more suitable working conditions; and how the issues of racism, greed, and social and economic divide still impact the region to present day. This paper will focus on the exploitation of migrant farmworkers by Anglo Americans, local politicians and politics, and how their revolt left a lasting impact for the Mexican-American community in South Texas; and how important it was that they continued pressing for social change through mobilization. This paper will also focus on power, status, and privilege, and how the strike immeasurably “sharpened and politicized” class and national conflict in Raymondville, Texas.<sup>4</sup>

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<sup>1</sup> Brent Campney, “*A Bunch of Tough Hombres*”: *Police Brutality, Municipal Politics, and Racism in South Texas*,” (Journal of the Southwest 60, 4, 2018): 794.

<sup>2</sup> “The Onion That Came to Texas But Never Left The Same,” <https://aggie-horticulture.tamu.edu/plantanswers/publications/onions/ONIONHIS.html>

<sup>3</sup> “1979: Onion Pickers Strike in Raymondville, TX,” South Texas Rabble Rousers History, (May 1, 2015), <https://southtexasrabblersusers.wordpress.com/2015/05/01/1979-onion-pickers-strike-in-raymondville-tx/>

<sup>4</sup> Paul, Jennings, “Class and National Division in South Texas: Farmworker Strike in Raymondville,” *Humanity and Society*, Vol. 4, Iss.1, (Feb 1, 1980): 52-53.

The Bracero Program, enacted on August 4, 1942, was a bi-national temporary labor importation program with the United States and Mexico that allowed Mexican laborers to work seasonally in the United States in the agriculture or industrial sector.<sup>5</sup> This is historically relevant to the Raymondville Labor strike, as the program increased migration from Mexico into the United States, as growers feared a shortage of workers because of the wartime draft and war-fueled industrial activities.<sup>6</sup> These laborers coming into Willacy County, however, were unsuccessful in pitching for economic advancement for two main reasons: 1.) They had little to their name besides their ability to work, as many had been driven off their lands as a result of raids after the Mexican Revolution, and 2.) Mexicans were unable to achieve social progress as a result of Jim Crow laws and racial segregation.<sup>7</sup>

Raymondville (Willacy County), along with Hidalgo County, Cameron County, and Starr County all border Mexico, and comprise “The Magic Valley;” the term was notoriously used in promotional materials to attract farming investors to the area (in 1977 for example, these four counties accounted for slightly less than 400 million dollars worth of farm cash receipts).<sup>8</sup> However, what was not mentioned in these promotional materials was the extreme poverty and economic degradation that plagued the area which gave it a 2<sup>nd</sup>, less-popular nickname, “El Valle De Lagrimas” (The Valley of Tears).<sup>9</sup> The Documentary “The Valley of Tears,” a film by Hart Perry, focuses on the Raymondville Farmworkers Strike of 1979, detailing the injustices that

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<sup>5</sup> Cristina, Salinas, “Contesting Mobility: Growers, Farm Workers, and U.S.-Mexico Border Enforcement During the Twentieth Century,” Graduate School Dissertation, The University of Texas at Austin (2011): 10.

<sup>6</sup> Otey, Scruggs, “Braceros, “Wetbacks,” and the Farm Labor Problem: Mexican Agricultural Labor in the United States, 1942-1954,”(New York: Garland Publishing, 1988); 155-161.

<sup>7</sup> Paul, Jennings, “Class and National Division in South Texas: Farmworker Strike in Raymondville,” *Humanity and Society*, Vol. 4, Iss.1, (Feb 1, 1980): 56-57

<sup>8</sup> Paul, Jennings, “Class and National Division in South Texas”: 52.

<sup>9</sup> *Ibid.*

afflicted workers, honing in on the exploitation, injustices, unfair wages, and poor working conditions they endured at the hands of Anglo Farmers.

The film starts off with local law enforcement using scare, and intimidation tactics towards a Raymondville farm-worker, Jesus, who they are blaming for violating the law; Jesus explains that if he is breaking the law, why isn't his superior in trouble for violating the law, as he was not paying his workers the bare minimum wage, the officers response, "he is concerned with a different type of law."<sup>10</sup> This is a clear example of how farmers formed alliances with local law enforcement agencies (Border Patrol, The Texas Rangers, local police, immigration officers, and politicians) to ensure cheap labor, for "sure entries," on Border Patrol logbooks.<sup>11</sup> The issue of cheap labor came at the beginning of the 1979 onion harvest when Charles Wetegrove, the largest grower in Raymondville, and second largest onion producer in the State of Texas, announced a reduction in the rate paid for a 50lb bag of onions from 60 cents a bag, to 50 cents a bag (some even getting paid 25 cents a sack), affecting hundreds of thousands of workers.<sup>12</sup> The wage cuts infuriated workers, as the work required intense labor; the wage cuts would bring workers to average less than \$1.50 per hour.<sup>13</sup> In an interview with a student from Texas State University, Salome Cardona a laborer from Hargill, Texas detailed the working conditions on the farms; Cardona remembered that he never witnessed farmers provide water, bathrooms or medical care for their workers (who worked out in the blistering heat during onion peak season).<sup>14</sup> He also stated he remembered workers having to bring their own toilet paper to

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<sup>10</sup> Hart, Perry, "The Valley of Tears," Youtube. David Sandoval and Perry Films, February 28, 2018, <https://www.youtube.com/watch?v=Mc1tdkKfDjk&t=1s> (Accessed April, 11<sup>th</sup>, 2021).

<sup>11</sup> Marcy, Garcia, "Community and Violence in South Texas: 1930-1979," (Texas State University, 2015): 13.

<sup>12</sup> Paul, Jennings, "Class and National Division in South Texas: Farmworker Strike in Raymondville," *Humanity and Society*, Vol. 4, Iss.1, (Feb 1, 1980): 60-61.

<sup>13</sup> Paul, Jennings, "Class and National Division in South Texas": 60-61.

<sup>14</sup> Marcy, Garcia, "Community and Violence in South Texas: 1930-1979:" 122.

work, and had to sneak away to use the bathrooms; the only reason workers never complained sooner was because they lived extremely poor lives, and could not afford their basic living necessities without working, according to Cardona.<sup>15</sup>

Farmworkers contacted The Texas Farmworkers Union (TFWU) on April 2<sup>nd</sup>, 1979, and on April 4<sup>th</sup> 1,500 workers walked off Charles Wetegrove's farm in protest against their unfair wages, and poor working conditions.<sup>16</sup> On day three after the start of the strike, protesters got word that there were individuals packing onion at the Wetegrove packing shed, so they staged a picketed line, calling for all workers to join them, and all packing shed employees joined the strike, which meant there no laborers in the field, and no packers in the packing shed to pick, pack, and ship onions to the market.<sup>17</sup> Just as workers were experiencing success through mobilization in the strike, Wetegrove sold his onions to Othal Brand, a self proclaimed "onion king," and multi-million dollar agriculturalist who was described as "Mr. Agribusiness...the spokesman against collective bargaining rights for workers."<sup>18</sup> Wetegrove and Brand would have rather come to a mutual agreement for to profit amongst themselves rather than come to an agreement with the laborers; this was a huge loss for Raymondville strikers, as Brand was determined to break the strike.<sup>19</sup> The strike was broken on day seven, as brand had recruited crews of farmworkers to finish harvesting the onions on the farm, which resulted in chaos by

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<sup>15</sup> Marcy, Garcia, "Community and Violence in South Texas: 1930-1979:" 122-123.

<sup>16</sup> Paul, Jennings, 52; Oliver, Smith, "The Onion Strike of 1979," Bullock Texas State History Museum, March 22, 2018, <https://www.thestoryoftexas.com/discover/texas-story-project/the-onion-strike-of-1979> (Accessed April 12th, 2021).

<sup>17</sup> Hart, Perry, "The Valley of Tears," Youtube. David Sandoval and Perry Films, February 28, 2018, <https://www.youtube.com/watch?v=Mc1tdkKfDjk&t=1s> (Accessed April, 12<sup>th</sup>, 2021).

<sup>18</sup> "Farmworkers Won't Give Up Mayor's Office," Dallas Morning News, January 24, 1981, 20A.

<sup>19</sup> Brent Campney, "*A Bunch of Tough Hombres*": *Police Brutality, Municipal Politics, and Racism in South Texas*," (Journal of the Southwest 60, 4, 2018): 793-794.

strikers.<sup>20</sup> Fourteen protesters were arrested for trespassing in an “effort to incarcerate the leaders of the strike, and try to behead the organizational efforts made,” according to Marcial Silva, a fellow laborer and strike organizer.<sup>21</sup> Throughout the duration of the trials for the fourteen strikers, there was an increase in communal support: people were protesting outside the courthouse, some participating in a hunger strike in support of the arrested organizers, and eventually all of the charges were dropped.<sup>22</sup> The incident of the crossing of picket lines by strikers summed up the diverse social conflicts at hand; For Anglos, the breaking of the strike served to represent class and national solidarity, and for the Hispaic community, an eye-opening experience of the social institutions against their progress.<sup>23</sup>

The Raymondville Farmworker’s strike of 1979 led activists to further press on the issues that affected them; one of the biggest issues was that Mexicans and Mexican Americans were not being properly represented in the schools.<sup>24</sup> Juanita Valdez, a Raymondville striker was interviewed on the under-representation, and stated that the same individuals who broke the integrity of the strike, were the same individuals on the school board representing them, “one of the biggest issues was the school...”<sup>25</sup> Othal Brand, in particular, turned to political engagement; Beginning in 1960 he served on the school board, a tenure marked by “temper tantrums,” when board members didn’t side with him.<sup>26</sup> *Texas Monthly* reported on one occasion that Brand grew so angry with a board member who voted against him, that he struck the man.<sup>27</sup> One student

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<sup>20</sup> Paul, Jennings, “Class and National Division in South Texas”: 66.

<sup>21</sup> Marcial, Silva, “The Valley of Tears,” interview by Hart Perry. Youtube, February 28<sup>th</sup>, 2018.

<sup>22</sup> Paul, Jennings, “Class and National Division in South Texas”: 66.

<sup>23</sup> Paul, Jennings, “Class and National Division in South Texas”: 66.

<sup>24</sup> Hart, Perry, “The Valley of Tears.”

<sup>25</sup> Juanita Valdez, “The Valley of Tears,” interview by Hart Perry. Youtube, February 28<sup>th</sup>, 2018.

<sup>26</sup> Brent Campney, “*A Bunch of Tough Hombres*”: *Police Brutality, Municipal Politics, and Racism in South Texas*,” (Journal of the Southwest 60, 4, 2018): 794.

<sup>27</sup> “The Last Patrón,” *Texas Monthly*, July 1981, 86.

(Adriana Flores, who is 1 of 11 siblings and would be the first high-school graduate in her family), was interviewed on the issues that students faced in the school; Adriana mentioned how difficult it was on migrant students to obtain their education, as they were expected to contribute to the family's income through their work as migrant farmers.<sup>28</sup> Large majorities of migrant farm working students were notorious for dropping out of school, getting expelled, and leaving the school year months before it finished to work in the fields, which greatly affected them from obtaining a proper education.<sup>29</sup> Instances of injustices within the school were: 1.) The student population was over 90% Hispanic, and the teaching staff had hardly any Hispanic teachers, 2.) There were no bilingual education programs offered and 3.) Campus administration was mostly all Anglo, which didn't represent the students accurately.<sup>30</sup> As a result of these issues, activists formed a welcoming committee to address and resolve these discriminatory issues through joint efforts; superintendent Jerry Jones however, stated in an interview with Perry Hart that though he's sure there has been instances of discrimination in the Raymondville school system, none of it has been "planned discrimination."<sup>31</sup> Jones further stated that as an Anglo American he sometimes feels discriminated against, as there are instances where people speak Spanish around him where he does not understand what they're talking about.<sup>32</sup> The citizens, with the assistance of TFWU started mobilizing voters, and registering new voters, to gain local political power and representation on the school board.<sup>33</sup> One of the parents, Pete Moreno, decided to run for school board, however, the opposition ran a Mexican-American, "Freddy" Fernando Ramirez, who held

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<sup>28</sup> Adriana, Flores, "The Valley of Tears," interview by Hart Perry. Youtube, February 28<sup>th</sup>, 2018.

<sup>29</sup> Hart, Perry, "The Valley of Tears."

<sup>30</sup> Ibid.

<sup>31</sup> Jerry Jones, "The Valley of Tears," interview by Hart Perry. Youtube, February 28<sup>th</sup>, 2018.

<sup>32</sup> Ibid.

<sup>33</sup> Ibid.

the same values as those currently in power.<sup>34</sup> When interviewed, Freddy stated that there was no discrimination occurring in Raymondville schools, as “he, nor his family, have been victims of discrimination”.<sup>35</sup> Pete ended up losing the school board election, though activists still considered it a win, as they were successfully able to increase Mexican-American voter turnout, and vocalize their concerns and issues.

Regardless if Mexican-Americans and activists in the community lost both in the Raymondville Onion Strike of 1979 and their school board election, they were still successful through their efforts of organization, and evolving turnout to fight for better wages, better working conditions, and ending discrimination throughout the school district. It allowed for them to realize the magnitude they held in numbers in order to take their activism to new heights, in order to achieve equality and equal treatment.<sup>36</sup> Mexican-American activist’s mobilization efforts in both the strike, and the school board election encouraged and empowered many Raymondville Hispanics to continue organizing for social change, and led the TFWU to establish an office in Raymondville, with an assigned organizer to continue their work in the area.<sup>37</sup> Hart Perry’s “The Valley of Tears,” documentary was monumental in showcasing The Onion Strike of 1979, its legacy, and how the Hispanic community overcame injustice in the face of a “repressive, dominant, Anglo population” who refused to relinquish their “social, economic, and political control.”<sup>38</sup> The community still suffered after the Onion Strike, as it left lasting

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<sup>34</sup> Ibid.

<sup>35</sup> Fernando Ramirez, “The Valley of Tears,” interview by Hart Perry. Youtube, February 28<sup>th</sup>, 2018.

<sup>36</sup> Oliver, Smith, “The Onion Strike of 1979,” Bullock Texas State History Museum, March 22, 2018, <https://www.thestoryoftexas.com/discover/texas-story-project/the-onion-strike-of-1979> (Accessed April 27th, 2021).

<sup>37</sup> Paul, Jennings, “Class and National Division in South Texas”: 67.

<sup>38</sup> Hart, Perry, “The Valley of Tears.”

repercussions and effects, as they still faced racial, economic and social inequality by local farmers, law enforcement, and local politicians.<sup>39</sup>

#### References

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Cristina, Salinas, “Contesting Mobility: Growers, Farm Workers, and U.S.-Mexico Border Enforcement During the Twentieth Century,” Graduate School Dissertation, The University of Texas at Austin (2011):

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<sup>39</sup> Oliver, Smith, “The Onion Strike of 1979,” Bullock Texas State History Museum, March 22, 2018, <https://www.thestoryoftexas.com/discover/texas-story-project/the-onion-strike-of-1979>

20<sup>th</sup> Century South Texas: Atrocities, Violence, and Racial Prejudice on the Texas-Mexico  
Border by Local Law Enforcement Agencies and The Texas Ranger Force

Erin Peña

HIST 4399-91L

Dr. Megan Birk

Spring 2021

20<sup>th</sup> Century South Texas: Atrocities, Violence, and Racial Prejudice on the Texas-Mexico  
Border by Local Law Enforcement Agencies and The Texas Ranger Force

The Southern region of Texas is a vastly unique area in the United States, as it has embedded cultural ties with Mexico through its close proximity to the border, which unites and separates the United States, Mexico, and the rest of Latin America.<sup>1</sup> During the first half of the 20<sup>th</sup> Century migrants settled into South Texas leaving war-torn revolutionary Mexico, and contributed to the area's thriving agricultural economy, as the Rio Grande Valley was once labeled the "Magic Valley," due to its tropical climate that allowed for crops to flourish year-round.<sup>2</sup> The agriculture industry was heavily dependent on outside capital, and the availability of migrant farm workers coming across the border from Mexico, which led to social and political exclusion and labor exploitation.<sup>3</sup> Not only were Mexicans and Mexican Americans the target of agricultural exploitation (as they composed over forty-percent of the states population), they were also subjected to state-sanctioned violence throughout the 20<sup>th</sup> century, and were targets of state and local law enforcement violence as a result of class divisions and racial prejudice throughout South Texas.<sup>45</sup> The Texas-Mexico border experienced violent conflict, as there were fuels of concerns over revolution in Mexico; the longstanding fears and prejudices gave rise to violence, vigilantism,

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<sup>1</sup> Ramón Gutiérrez, and Elliott, Young, "*Transnationalizing Borderlands History*," (Western Historical Quarterly, 2010), 27-28.

<sup>2</sup> Brent Campney, "*A Bunch of Tough Hombres*": *Police Brutality, Municipal Politics, and Racism in South Texas*," (Journal of the Southwest 60, 4, 2018): 794.

<sup>3</sup> John Webber, "*From South Texas to the Nation: The Exploitation of Mexican Labor in the 20<sup>th</sup> Century*," (North Carolina: The University of North Carolina Press, 2015), 6.

<sup>4</sup> Suzanne Gamboa, "*History of Racism Against Mexican-Americans Clouds Texas Immigration Law*," <https://www.nbcnews.com/news/latino/history-racism-against-mexican-americans-clouds-texas-immigration-law-n766956> (June 3, 2017).

<sup>5</sup> Brent Campney, "*A Bunch of Tough Hombres*": *Police Brutality, Municipal Politics, and Racism in South Texas*."

and retaliation against Texas Mexicans.<sup>6</sup> This paper will focus on the atrocities, and violence that plagued Mexicans and Mexican Americans in South Texas during the 20<sup>th</sup> century as a result of racial prejudice, Anglo-dominance, abuse of power by municipal politicians, and abuse of authority and force by The Texas Ranger Force, and local law enforcement agencies.

During the mid 1900's, the southern region of Texas was growing tremendously in population as a result of its booming agriculture industry, and with government's enactment of the Bracero Program in 1942.<sup>7</sup> The Bracero Program grew out of a series of diplomatic accords between Mexico and the United States that allowed millions of Mexican men to work legally in the United States on short-term labor contracts.<sup>8</sup> Upon its termination in 1964, The Bracero Program had brought more than four million Braceros to work in U.S. agriculture and on railroads.<sup>9</sup> Six years after the termination of the bi-lateral agreement with Mexico, McAllen, Texas, had increased in population from 1970-1980 from just 37,636 inhabitants, to over 66,281 residents (70% comprised of Mexicans/Mexican Americans).<sup>10</sup> However, because of the federal census, Mexican Americans were categorized as "white," for decades after integrating into the United States, which was a major issue in determining the true, real number of Mexican American inhabitants during the early 1900's.<sup>11</sup>

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<sup>6</sup> "Life and Death on the Border 1910-1920: Texas had divergent reactions to revolution in Mexico," Bullock Texas State History Museum, <https://www.thestoryoftexas.com/press/media-kits/life-and-death-on-the-border> (Accessed April 27th, 2021)

<sup>7</sup> Bracero History Archive, <http://braceroarchive.org/about> (Accessed on April 27th, 2021).

<sup>8</sup> Library of Congress, "1942: Bracero Program," <https://guides.loc.gov/latinx-civil-rights/bracero-program> (Accessed April 28th, 2021).

<sup>9</sup> Library of Congress, "1942: Bracero Program," <https://guides.loc.gov/latinx-civil-rights/bracero-program>

<sup>10</sup> 1980 Census of Population: Volume 1, Characteristics of the Population, Chapter A, Number of Inhabitants, Part 45, Texas (Washington, D.C.: U.S. Department of Commerce, 1982), 55.

<sup>11</sup> Brent Campney, "The Most Turbulent and Most Traumatic Years in Recent Mexican-American History": *Police Violence and the Civil Rights Struggle in 1970's Texas*, (Southwestern Historical Quarterly 122, no.1, 2018): 34.

The first emergence of violence and exploitation of Mexican Americans in South Texas came from Anglo farm owners' invasion of the area, and their use of forcible violence to gain control of ranch lands owned by Mexican-American cattle ranchers.<sup>12</sup> These invasions led to the 1915 and 1916 bandit raids, by those affected in the Anglo raids to reclaim their stolen land, however, Anglos were prepared with armed and deputized Texas Rangers, and lynch mobs who in turn, killed several hundred people of Mexican American descent.<sup>13</sup>



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(Pictured are three Texas Rangers on horseback, above four deceased Mexican Bandits during the Bandit Raids of 1915-1916)

On September 28<sup>th</sup>, 1915, the “victorious” Rangers took over a dozen raiders as prisoners, and hung them, leaving their bodies in the open as a tactic of humiliation.<sup>15</sup> A few weeks later on

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<sup>12</sup> Brent Campney, “A Bunch of Tough Hombres”: *Police Brutality, Municipal Politics, and Racism in South Texas*,” (Journal of the Southwest 60, 4, 2018): 789.

<sup>13</sup> Brent Campney, “A Bunch of Tough Hombres”: *Police Brutality, Municipal Politics, and Racism in South Texas*:” 789.

<sup>14</sup> “Dead Mexican Bandits,” A 1915 Postcard from the Bullock Texas State History Museum, (Accessed April 29<sup>th</sup>, 2021).

<sup>15</sup> “Refusing to Forget: The History of Racial Violence on the Mexico-Texas Border,” accessed April 10<sup>th</sup>, 2021, <https://refusingtoforget.org/the-history/>

October 19<sup>th</sup>, 1915, a dramatic attack derailed a passenger train heading north from Brownsville, Texas; the Rangers detained 10 ethnic Mexicans, hung four, and shot the remaining six.<sup>16</sup> This prompted Cameron County Sheriff W.T. Vann to place the blame on Ranger Capitan W.T. Ransom in his testimony: “Capitan Ransom had [four of the suspects] and walked over to me and says, I am going to kill these fellows, are you going with me? I says no, and I don’t believe you are going. He says, if you haven’t got guts enough to do it, I will go myself. I says, that takes a whole lot of guts, four fellows with their hands tied behind their backs, it takes a whole lot of guts to do that.”<sup>17</sup> This incident with Sheriff W.T Vann, details how local law enforcement did not intervene in stopping outside law-enforcement from perpetrating crimes of racial violence against Mexicans and Mexican Americans in the United States, rather they turned a blind eye to these atrocities and allowed for them to happen, as these heinous acts could be justified by state law enforcement.<sup>18</sup> Another major outburst of violence known as the “Porvenir Massacre of 1918,” occurred between the Rangers and Mexicans in Porvenir, Texas on January 24<sup>th</sup> 1918.<sup>19</sup> In the late hours on January 24, a group of Texas Rangers, along with Company B, and civilians visited the residents of Porvenir while they slept, and attacked them at gunpoint ordering them out of their beds while they searched their homes.<sup>20</sup> The leaders of the attack took three men as prisoners, Román Nieves, Nutemio González, and Manuel Fierro, and ordered the rest of the

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<sup>16</sup> “Refusing to Forget: The History of Racial Violence on the Mexico-Texas Border”: The Role of the Rangers, <https://refusingtoforget.org/the-history/>

<sup>17</sup> Benjamin Johnson, “*Revolution in Texas: How a Forgotten Rebellion and Its Bloody Suppression Turned Mexicans into Americans*,” (Yale University Press, 2003): 116.

<sup>18</sup> William Carrigan, and Clive Webb, “*Mob Violence against Mexicans in the United States 1948-1928*,” (Oxford University Press, 2013), 146.

<sup>19</sup> Monica Muñoz, Martínez, “Porvenir Massacre,” Texas State Historical Association: Handbook of Tejano History Online, Accessed April 29<sup>th</sup>, 2021, <https://www.tshaonline.org/handbook/entries/porvenir-massacre>

<sup>20</sup> Monica Muñoz, Martínez, “Porvenir Massacre,” Texas State Historical Association: Handbook of Tejano History Online.

residents to return back home; after two days of holding them captive, the Rangers released the men, only to revisit them again two days later.<sup>21</sup> On January 28<sup>th</sup>, the Rangers, Company B, and four local ranchers: Buck Pool, John Pool, Tom Snyder, and Raymond Fitzgerald surrounded the residents of Porvenir, and with the help of soldiers from the Eighth U.S Calvary Regiment woke up the residents and separated fifteen men and boys from their families.<sup>22</sup> The separated individuals were taken into custody, denied due process, and were executed in masse unjustifiably; the victims were: Antonio Castañeda, Longino Flores, Pedro Herrera, Vivian Herrera, Severiano Herrera, Manuel Moralez, Eutimio Gonzalez, Ambrosio Hernandez, Albero Garcia, Tiburcio Jáques, Roman Nieves, Serapio Jimenez, Pedro Jimenez, Juan Jimenez, and Macedonio Huertas.<sup>23</sup> Following the massacre, families feared for their safety and had to decide where they were going to seek refuge to; the families abandoned their homes in Porvenir, and crossed into Mexico to seek aid near the border.<sup>24</sup> Succeeding the massacre, the Texas Ranger Force and ranchmen, submitted reports and statements attempting to justify the massacre as they labeled the residents of Porvenir as “bandits, thieves, informers, spies, and murders.”<sup>25</sup> However, upon further investigation by Mexican Consuls, U.S soldiers, and the United States Senate, they found the victims of Porvenir were killed while in Texas Ranger custody.<sup>26</sup> As a result, a Ranger Capitan was forced to resign, and five Rangers were fired; this was a rare occasion when state police faced reprimand and dismissal for extralegal violence.<sup>27</sup>

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<sup>21</sup> Ibid.

<sup>22</sup> Ibid.

<sup>23</sup> Ibid.

<sup>24</sup> Ibid.

<sup>25</sup> Ibid.

<sup>26</sup> Ibid.

<sup>27</sup> Ibid.



Pictured is the ‘International Bridge, Looking Towards Mexico,’ in Brownsville, Texas. “*Refugees flee to Mexico to escape violence along the Texas-Mexico border*” in this early 20th-century photograph. Image courtesy of the Robert Runyon Photograph Collection, The Dolph Briscoe Center for American History, The University of Texas at Austin.<sup>28</sup>

Following the 1915 border raids and Massacre at Porvenir, Texas, Brownsville State Representative José Tomás Canales called for an end to Texas Ranger violence, and hostile oppression towards Mexican-Americans; Canales filed nineteen charges against the Texas Ranger Force on January 31, 1919, demanding legislative intervention, investigation, and reassessment of the force.<sup>29</sup> Canales also wrote a bill that would require Rangers to post bond before serving (to guarantee good conduct), and to be more tightly regulated by the state of Texas.<sup>30</sup> However Canales’ bill did not pass; and detailed in the *Proceedings of the Joint*

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<sup>28</sup> Robert Runyon, ““*Refugees flee to Mexico to escape violence along the Texas-Mexico border*,” The Dolph Briscoe Center for American History, The University of Texas at Austin (Accessed on April 30<sup>th</sup>, 2021).

<sup>29</sup> Evan Anders, “Canales, José Tomás [J.T.] (1877-1976),” Texas State Historical Association Handbook of Texas, accessed April 10<sup>th</sup>, 2021, <https://www.tshaonline.org/handbook/entries/canales-jose-tomas>

<sup>30</sup> Rebecca Onion, “America’s Lost History of Border Violence: Texas Rangers and Civilian Vigilantes Killed Thousands of Mexican-Americans in a Campaign of Terror,” SLATE, accessed April 11<sup>th</sup>, 2021, <https://slate.com/news-and-politics/2016/05/texas-finally-begins-to-grapple-with-its-ugly-history-of-border-violence-against-mexican-americans.html>

*Committee of the Senate and the House in the Investigation of the Texas State Ranger Force*, the witness' called to testify evidenced respect towards the Rangers, turning a blind eye to any allegations of abuse of power stonewalling the charges put fourth by Canales.<sup>31</sup> Regardless of the witnesses that spoke on behalf of the Mexican-American citizens, against the Rangers, there was no repercussions for their actions, no punishments, even though the legislature found evidence that they were "guilty of, and responsible for, the gross violation of both civil and criminal laws of the state."<sup>32</sup> On June 26<sup>th</sup>, 1926 eight years after the Porvenir Massacre, Mexican attorneys filed twelve separate claims against the United States regarding the deaths of the fifteen individuals at Porvenir; they collected more than one hundred pieces of evidence from survivors of the massacre, and on February 15<sup>th</sup>, 1935, Mexican attorney Oscar Rebasta filed *United Mexican States v. the United States of America* on behalf of the fifteen deceased.<sup>33</sup> They proposed three charges: 1.) Texas authorities did not give due protection to the men arrested by the Texas Rangers 2.) Local authorities were the material authors and accomplices of the crimes committed at Porvenir, and 3.) State authorities denied justice by failing to apprehend, prosecute, and punish the persons responsible for the murders.<sup>34</sup> Other instances of injustices, lack of accountability, and abuse of authority by the Rangers was the incident with former Ranger, A.Y

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<sup>31</sup> Proceedings of the Joint Committee of the Senate and the House in the Investigation of the Texas State Ranger Force  
<https://www.tsl.texas.gov/sites/default/files/public/tslac/treasures/images/law/1919rangerVolume1.pdf> (Accessed April 4, 2021)

<sup>32</sup> Rebecca Onion, "America's Lost History of Border Violence: Texas Rangers and Civilian Vigilantes Killed Thousands of Mexican-Americans in a Campaign of Terror," SLATE, <https://slate.com/news-and-politics/2016/05/texas-finally-begins-to-grapple-with-its-ugly-history-of-border-violence-against-mexican-americans.html>

<sup>33</sup> Monica Muñoz, Martínez, "Porvenir Massacre," Texas State Historical Association: Handbook of Tejano History Online.

<sup>34</sup> Monica Muñoz, Martínez, "Porvenir Massacre," Texas State Historical Association: Handbook of Tejano History Online.

Baker, who was notorious for perpetrating violence and was alleged to be involved in shootings of Mexican suspects, who was able left the force (without punishment), and went on to become the Hidalgo County Sheriff in 1915.<sup>35</sup> The Rangers also notoriously disenfranchised South Texas voters, as (in the 1918) election; they reduced votes from 300 to 65 in the General Election in Alice, Texas, when Rangers were deployed, they harassed, frightened, disarmed, and humiliated Mexican American office holders, such as the Cameron County Deputy Sheriff Pedro Lerma (as they barged into his home while he was away, and frightened his wife and daughters.”<sup>36</sup> *The New York Times* declared, “Texas Rangers...are almost all universally feared amongst Mexican Americans,” and rightfully so, as they spent most of the early 20<sup>th</sup> century terrorizing, intimidating and harassing Mexican Americans.<sup>37</sup>

Abuse by law enforcement continued to escalate from the early 1900’s, after bandit raids on the border, after the Porvenir Massacre, and even after the Texas House and Senate investigations into the Texas Ranger Force; violence against Mexicans and Mexican Americans continued on into the mid 20<sup>th</sup> century. During the 1970’s in the Rio Grande Valley, there was an uprising in atrocities committed by law enforcement against working-class Mexicans, during a period of strong Chicano Activism.<sup>38</sup> On March 1971, after the beating of two Chicanos at the Pharr jailhouse, Mexican American youth picketed the police station enraged; Pharr police were forced to call neighboring law enforcement agencies (Edinburg and McAllen PD, and Harlingen

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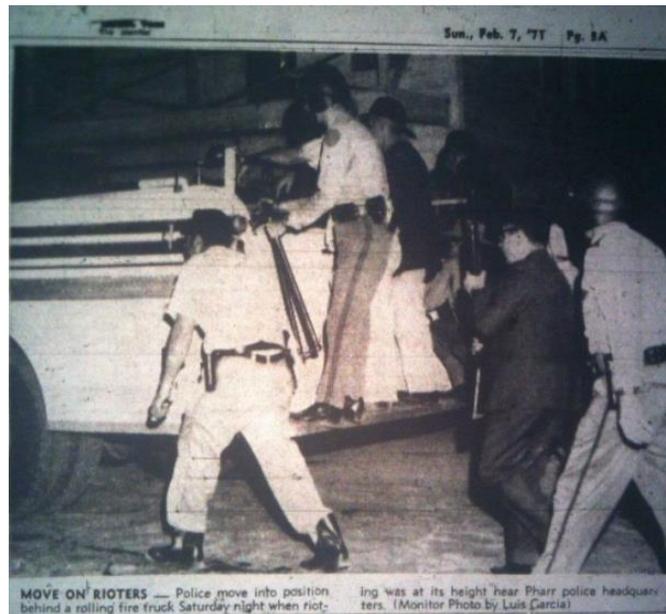
<sup>35</sup> “Refusing to Forget: The History of Racial Violence on the Mexico-Texas Border,” accessed April 11<sup>th</sup>, 2021, <https://refusingtoforget.org/the-history/>

<sup>36</sup> “Refusing to Forget: The History of Racial Violence on the Mexico-Texas Border,” accessed April 10<sup>th</sup>, 2021, <https://refusingtoforget.org/the-history/>

<sup>37</sup> Brent Campney, “*The Most Turbulent and Most Traumatic Years in Recent Mexican-American History*”: *Police Violence and the Civil Rights Struggle in 1970’s Texas*:”43.

<sup>38</sup> Brent Campney, “*A Bunch of Tough Hombres*”: *Police Brutality, Municipal Politics, and Racism in South Texas*,” (Journal of the Southwest 60, 4, 2018): 791.

State Troopers) to help de-escalate the crowd.<sup>39</sup> The de-escalation tactics, however, were unsuccessful, and officers reacted with a full-scale charge, firing guns and tear gas throughout the city's main streets.<sup>40</sup> The chaos left one innocent bystander, Alfonso Flores, shot and killed at the hands of the police, and dozens of Mexican-American youth arrested.<sup>41</sup>



This photo is from a newspaper clipping about the 1971 Pharr Riots: *Courtesy of Historian Eduardo Martinez*<sup>42</sup>

This incident was just the beginning of police violence in the Rio Grande Valley, as the 1970's held a widespread reputation for unwarranted police brutality, abuse of power, and misconduct by local law enforcement agencies.<sup>43</sup> Most of the tarnished reputations of law enforcement derived from McAllen, as officers were infamous for prioritizing the interests of Anglos, and

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<sup>39</sup> Brent Campney, "A Bunch of Tough Hombres": *Police Brutality, Municipal Politics, and Racism in South Texas.*"791.

<sup>40</sup> Ibid.

<sup>41</sup> "Murder in Pharr," *Grito del Norte* (Las Vegas, New Mexico), February 28, 1971, 3.

<sup>42</sup> Eduardo Martinez, 1971 Pharr Riot Newspaper Clipping, February 7, 1971.

<sup>43</sup> Brent Campney, "A Bunch of Tough Hombres": *Police Brutality, Municipal Politics, and Racism in South Texas:*"

individuals with status in the community.<sup>44</sup> One of those prioritized Anglos was Othal Brand; notorious for his multi-million dollar agribusiness and the self proclaimed “Onion King,” was directly connected to the police violence and abuse of power during the 1970’s in McAllen, Texas.<sup>45</sup> As the Mayor of McAllen for over 20 years (three-terms), Brand had controversy surrounding him for his temperament, vindictiveness, exploitation of undocumented farm workers, violence against labor strikers, and lack of advocating for poor constituents in the city, which he governed.<sup>46</sup> Under Brand’s tenure as mayor, the McAllen Police Department earned a poor reputation for their use of forcible violence against working-class Mexican Americans; there were numerous lawsuits filed against the McAllen Police Department for police brutality and excessive force.<sup>47</sup> The Dallas Morning News reported in March 1981, “In the last year alone, the City of McAllen has paid \$400,000 in settlements or judgments on those suits,” and claimed the city was aware of the incidents, but failed to take the necessary measures needed to correct it.<sup>48</sup> One of the main offences that were exposed, was video footage of McAllen Police Department officers beating, kicking, taunting, and abusing prisoners for no apparent reason, which they went on to face trial for.<sup>49</sup> Another violation committed by MPD was the tapping of prisoner’s phone calls with their attorneys, which was a major violation of their rights, and very illegal.<sup>50</sup> Richard Flores of Edinburg, Texas, was a young lawyer with the American Civil Liberties Union from 1979-1980, and was one of the attorney’s assigned to represent clients who reported being beaten by McAllen Police in the exposed tapes. In an interview, Flores stated,

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<sup>44</sup> Ibid.

<sup>45</sup> Ibid.

<sup>46</sup> Ibid.

<sup>47</sup> Ibid.

<sup>48</sup> Ibid.

<sup>49</sup> Ibid.

<sup>50</sup> Ibid.

“Once we had these tapes...we had proof and went to court to get an injunction. We demanded that the beatings stop, that proper training and psychological exams be given to police, and that a citizens board be set up to process complaints;”<sup>51</sup> Flores subpoenaed the booking room videos which revealed six years of tapes recorded by the McAllen Police Department.<sup>52</sup> A local judge, Jimmy Deanda, saw the tapes and immediately sent his court bailiff to reach the U.S Attorney’s office; the process started moving fast shortly after, and they began identifying the officers in the tapes.<sup>53</sup> Flores identified that most of the officers were of Hispanic descent (with a few Anglos in the mix), and the acts were not directly tied to racism, rather power.<sup>54</sup> The police believed they were “untouchable,” and the cameras were set up as a resource to protect officers from frivolous claims, they never suspected it would come back to be used against them.<sup>55</sup> In fact, it was revealed that everyone in the department was aware of the actions of the night shift officers involved in the scandal, as the tapes were reviewed each night and not a single reprimand came about; they group of abusers were even nicknamed “The C-Shift Animals,” and had printed T-shirts with the nickname that they wore around, it was a culture of silence.<sup>56</sup> Broadcasted on one of the tapes was an officer interrogating a man, asking, “ You ever ben snake bit? Well now you’ve been C-Shift bit.”<sup>57</sup> A lawyer, and one of Brand’s main antagonists, James C. Harrington,

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<sup>51</sup> Nick Braune, “Breaking the Blue Wall of Silence in the Rio Grande Valley,” *Mid-Valley Town Crier*, (May 8<sup>th</sup>, 2004), (Accessed May 2<sup>nd</sup>, 2021) <https://texascivilrightsreview.org/0004/05/08/breaking-the-blue-wall-of-silence-in-the-rio-grande-valley/>

<sup>52</sup> Brent Campney, “*A Bunch of Tough Hombres*”: *Police Brutality, Municipal Politics, and Racism in South Texas*:” 787.

<sup>53</sup> Nick Braune, “Breaking the Blue Wall of Silence in the Rio Grande Valley.”

<sup>54</sup> Nick Braune, “Breaking the Blue Wall of Silence in the Rio Grande Valley.”

<sup>55</sup> Ibid.

<sup>56</sup> Ibid.

<sup>57</sup> Dan Balz, “Brutality Charges, Bitterness Haunt McAllen, Tex.” *The Washington Post* (June 2<sup>nd</sup>, 1981), (Accessed May 3<sup>rd</sup>, 2021)

said that there were 72 incidents of brutality on tape, and reports of another 70 that had been erased.<sup>58</sup> Many individuals charged that Mayor Othal Brand was also aware of widespread brutality by McAllen Police from as early as 1977.<sup>59</sup> Brand, however, continuously denied all charges that he either covered up the incidents of brutality, or that he moved too slow in resolving it, but takes full responsibility for bringing in Federal investigators to McAllen.<sup>60</sup> As a result of the frivolous brutality claims, the McAllen city manager, and police chief were fired, and two former officers were convicted on Federal civil rights charges.<sup>61</sup> The revelations led to a complete restructuring of the department, as they faced numerous problems besides police brutality; the department lacked general discipline, a top-heavy organizational structure, absence of a coherent set of internal policies and job descriptions, confusion about the lines of authority and responsibility, police intervention with city officials, an effective grievance procedure, and appropriate law enforcement training.<sup>62</sup> The Texas Commission on Law Enforcement Officer Standards and Education investigated the department and played a major role in the restructuring the department; the new structure included: a drastically reduced size of high-ranking admin, procedures put in place for officers who wanted to rank up in supervisor positions, the hiring of a new chief, a new police academy put in place, a new human relations training program,

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<https://www.washingtonpost.com/archive/politics/1981/06/02/brutality-charges-bitterness-haunt-mcallen-tex/ddf97d23-83c9-4ca8-a6fa-296caadff557/>

<sup>58</sup> Dan Balz, "Brutality Charges, Bitterness Haunt McAllen, Tex."

<sup>59</sup> Brent Campney, "*A Bunch of Tough Hombres*": *Police Brutality, Municipal Politics, and Racism in South Texas.*"

<sup>60</sup> Dan Balz, "Brutality Charges, Bitterness Haunt McAllen, Tex."

<sup>61</sup> R. Bernard, "McAllen Tapes- A Department Rebuilds After A Very Public Scandal," *Police Magazine* Volume: 5 Issue: 3 (May 1982): 19-25.

<sup>62</sup> R. Bernard, "McAllen Tapes- A Department Rebuilds After A Very Public Scandal."

development of a new procedural manual, and a new public relations campaign designed to win back public support and trust.<sup>63</sup>

As a consequence of Mayor Othal Brand's lack of leadership, and concealment during the McAllen PD scandal, a well-respected, local physician, Dr. Ramiro Casso, challenged Brand for his mayoral seat; Casso was the first Mexican-American to run for McAllen mayor.<sup>64</sup> Mexican Americans in McAllen had long been excluded from the decision-making, political process, and believed that "racism...is McAllen's main political issue, and has infused local politics;" a prominent Mexican told the *Dallas Morning News*, "What is more, this exclusion has been by design, not by default."<sup>65</sup> Othal Brand, however, narrowly defeated Casso, and won a second-term reelection with 52.5 percent of the vote.<sup>66</sup> Casso challenging Brand was the first successful effort to stop Brand's leadership, he stated that Brand's leadership of the city was "immoral," and that Brand was responsible for making McAllen "a national symbol of police brutality."<sup>67</sup> On a separate occasion, Casso charged that Brand, "failed as mayor by allowing problems to develop in the police department and by governing in a divisive, intimidating manner."<sup>68</sup> Ruben Bonilla, a prominent civil rights leader, and LULAC president, spoke out against the McAllen Police Department in a "fiery farewell speech," and called out re-elected Brand for being a

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<sup>63</sup> Ibid.

<sup>64</sup> Nick Braune, "Breaking the Blue Wall of Silence in the Rio Grande Valley."

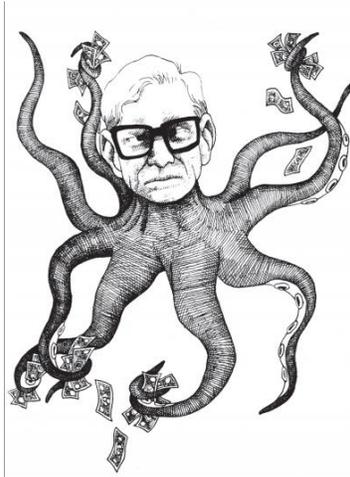
<sup>65</sup> Brent Campney, "*A Bunch of Tough Hombres*": *Police Brutality, Municipal Politics, and Racism in South Texas*;" Sydney Rubin, "Hispanics Seek Mayoral Win in McAllen," *Dallas Morning News*, February 12, 1984, 52A.

<sup>66</sup> Dan Balz, "Brutality Charges, Bitterness Haunt McAllen, Tex."

<sup>67</sup> Ibid.

<sup>68</sup> Brent Campney, "*A Bunch of Tough Hombres*": *Police Brutality, Municipal Politics, and Racism in South Texas*;" "McAllen Re-Elects Mayor," *Dallas Morning News*, May 10, 1981, 42A.

“bigot,” and a “racist.”<sup>69</sup> The McAllen mayoral election of 1981 mobilized more Mexican Americans as a result of racism, the MPD police brutality cover up, and injustices that plagued the community.



*This is a cartoon image of former McAllen Mayor Othal Brand, which depicts the wealthy Anglo businessman as an octopus with money clenching tentacles, involved in nearly every aspect of local social order. From El Cuhamil, last issue of 1979, p. 3. Courtesy of Library Special Collections & University Archives, University of Texas Rio Grande Valley.<sup>70</sup>*

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<sup>69</sup> Brent Campney, “A Bunch of Tough Hombres”: *Police Brutality, Municipal Politics, and Racism in South Texas*:” 801.

<sup>70</sup> El Cuhamil, last issue of 1979, p. 3. Courtesy of Library Special Collections & University Archives, University of Texas Rio Grande Valley.

<sup>71</sup> R. Bernard, “McAllen Tapes- A Department Rebuilds After A Very Public Scandal,” *Police Magazine* Volume: 5 Issue: 3 (May 1982): 19-25.

procedure, and appropriate law enforcement training.<sup>72</sup> The Texas Commission on Law Enforcement Officer Standards and Education investigated the department and played a major role in the restructuring the department; the new structure included: a drastically reduced size of high-ranking admin, procedures put in place for officers who wanted to rank up in supervisor positions, the hiring of a new chief, a new police academy put in place, a new human relations training program, development of a new procedural manual, and a new public relations campaign designed to win back public support and trust.<sup>73</sup>

The abuse and brutality committed by local law enforcement agencies, and the Texas Ranger Force was eminent in South Texas throughout the 20<sup>th</sup> century. The bandit raids of 1915-1916, the derailing and lynching of Mexican Americans in Brownsville, Texas, the Porvenir Massacre of 1918, the Pharr jailhouse riot of 1971, and the McAllen Police Department Scandal of 1980, the political cover-up by former McAllen Mayor Othal Brand showcase a pattern of abuse by law enforcement over the span of a decades, committed against Mexican Americans as a result of racial targeting, racial prejudice, hate crimes, Anglo nationalism, abuse of power by municipal politicians, and abuse of authority and force by The Texas Ranger Force, and local law enforcement agencies. As a result, Mexicans Americans mobilized, and impacted the 1981 municipal election and unified South Texas constituents “during a period in which they were beginning to seize the reigns of local and regional power.”<sup>74</sup>

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<sup>72</sup> R. Bernard, “McAllen Tapes- A Department Rebuilds After A Very Public Scandal.”

<sup>73</sup> Ibid.

<sup>74</sup> Brent Campney, “*A Bunch of Tough Hombres*”: *Police Brutality, Municipal Politics, and Racism in South Texas*:” 788.

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**Management Items**

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**DATE:** May 3, 2022

**FROM:** Javier Ramirez, Assistant City Manager

**ITEM:** Discussion and Possible Action to request approval to complete and submit a joint application with Hidalgo County Drainage District No. 1, with City of Mercedes serving as Project Lead, for the 2018 South Texas Floods Competition to the Texas General Land Office (GLO)

---

**BACKGROUND INFORMATION:**

The Texas General Land Office Community Development and Revitalization (GLO-CDR) program will oversee the administration of Community Development Block Grant disaster recover (CDBG-DR) funds provided by the U.S Department of Housing and Urban Development (HUD) for recovery from the 2018 South Texas Floods (DR-4377) and the 2019 Disasters (DR-4454 and DR-4466). There are three counties eligible for 2019 Disasters recover funding through this infrastructure competition process.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** Martie Vela-Garcia

**ATTACHMENTS:** N/A

**DRAFT MOTION:**

**Management Items**

---

**DATE:** May 3, 2022

**FROM:** Javier Ramirez, Assistant City Manager

**ITEM:** Discussion and Possible Action requesting approval to complete and submit application for the 2019 Disasters Competition to the GLO.

---

**BACKGROUND INFORMATION:**

The Texas General Land Office Community Development and Revitalization (GLO-CDR) program will oversee the administration of Community Development Block Grant disaster recover (CDBG-DR) funds provided by the U.S Department of Housing and Urban Development (HUD) for recovery from the 2018 South Texas Floods (DR-4377) and the 2019 Disasters (DR-4454 and DR-4466). There are three counties eligible for 2019 Disasters recover funding through this infrastructure competition process.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** Martie Vela-Garcia

**ATTACHMENTS:** N/A

**DRAFT MOTION:**

**Management Items**

---

**DATE:** May 3, 2022

**FROM:** Javier Ramirez, Assistant City Manager

**ITEM:** Discussion and Possible Action requesting approval for City of Mercedes Mayor to sign Federal Assistance Standard Form 424 (SF-424), along with any other documentation that may be needed, in preparation for submittal of application(s) to GLO's 2018 South Texas Floods Competition.

---

**BACKGROUND INFORMATION:**

The Texas General Land Office Community Development and Revitalization (GLO-CDR) program will oversee the administration of Community Development Block Grant disaster recover (CDBG-DR) funds provided by the U.S Department of Housing and Urban Development (HUD) for recovery from the 2018 South Texas Floods (DR-4377) and the 2019 Disasters (DR-4454 and DR-4466). There are three counties eligible for 2019 Disasters recover funding through this infrastructure competition process.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** Martie Vela-Garcia

**ATTACHMENTS:** N/A

**DRAFT MOTION:**

**Management Items**

---

**DATE:** May 3, 2022

**FROM:** Javier Ramirez, Assistant City Manager

**ITEM:** Discussion and Possible Action requesting approval for City of Mercedes Mayor to sign Federal Assistance Standard Form 424 (SF-424), along with any other documentation that may be needed, in preparation for submittal of application(s) to GLO's 2019 Disasters Competition.

---

**BACKGROUND INFORMATION:**

The Texas General Land Office Community Development and Revitalization (GLO-CDR) program will oversee the administration of Community Development Block Grant disaster recover (CDBG-DR) funds provided by the U.S Department of Housing and Urban Development (HUD) for recovery from the 2018 South Texas Floods (DR-4377) and the 2019 Disasters (DR-4454 and DR-4466). There are three counties eligible for 2019 Disasters recover funding through this infrastructure competition process.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** Martie Vela-Garcia

**ATTACHMENTS:** N/A

**DRAFT MOTION:**

**Management Items**

---

**DATE:** May 3, 2022

**FROM:** Javier Ramirez, Assistant City Manager

**ITEM:** Discussion and Possible Action request to advertise Notice for Public Comments in local newspaper(s) for submittal of application(s) to GLO's 2018 South Texas Floods Competition and 2019 Disasters Competition.

---

**BACKGROUND INFORMATION:**

The Texas General Land Office Community Development and Revitalization (GLO-CDR) program will oversee the administration of Community Development Block Grant disaster recover (CDBG-DR) funds provided by the U.S Department of Housing and Urban Development (HUD) for recovery from the 2018 South Texas Floods (DR-4377) and the 2019 Disasters (DR-4454 and DR-4466). There are three counties eligible for 2019 Disasters recover funding through this infrastructure competition process.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** Martie Vela-Garcia

**ATTACHMENTS:** N/A

**DRAFT MOTION:**



**AGENDA ITEM NO.   A**

**BIDS/CONTRACTS**

**DATE:** May 3, 2022

**FROM:** Orlando Diaz, Sergeant Mercedes Police Department

**ITEM:** **Discussion and Possible Action on Approval of Memorandum of Understanding (MOU) between The United States Department of Veterans Affairs, Texas Valley Coastal Bend Healthcare System (VATVCBHCS) and the Mercedes Police Department**

**BACKGROUND INFORMATION:** This Agreement is to establish general working relationships between the Department of Veterans Affairs - Texas Valley Coastal Bend Healthcare System (VATVCBHCS) Police Service and the Mercedes Police Department as a means of reinforcing interagency coordination and responsibility concerning law enforcement, emergency response, requests for assistance, and physical security and access control operations at VA Texas Valley Coastal Bend Healthcare System.

**PURPOSE:** To establish general working relationships between the Department of Veterans Affairs- Texas Valley Coastal Bend Healthcare System (VATVCBHCS) Police Service and the Mercedes Police Department as a means of reinforcing interagency coordination and responsibility concerning law enforcement, emergency response, requests for assistance, and physical security and access control operations at VA Texas Valley Coastal Bend Healthcare System.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:**

**FISCAL IMPACT:** N/A

Proposed Expenditure/(Revenue):	Account Number(s):
\$0.00	

**Finance Review by:** N/A

**LEGAL REVIEW:**

**ATTACHMENTS:**

1. MOU
- 2.
- 3.

**DRAFT MOTION:** Motion to approve the MOU with VA TVCBHCS and the Mercedes Police Department.

---

## Memorandum of Understanding

1 message

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**Rodriguez, Ramiro** <Ramiro.Rodriguez1@va.gov>  
To: "bsanchez@cityofmercedes.com" <bsanchez@cityofmercedes.com>  
Cc: "Medellin, Erick A." <Erick.Medellin@va.gov>

Tue, Apr 19, 2022 at 11:26 AM

Good afternoon Chief Sanchez.

My name is Ramiro Rodriguez and I am employed by the Department of Veterans Affairs as a Police Detective/Sergeant. The purpose of this email is to establish a Memorandum of Understanding between the City of Mercedes Police Department and the Department of Veterans Affairs. Attached is an MOU that was drawn up so that you may review. If you agree, please sign and email back a copy to either myself or Sgt. Eric Medellin ([erick.medellin@va.gov](mailto:erick.medellin@va.gov)). On behalf of the Department of Veterans Affairs, we look forward to working with the City of Mercedes Police Department in order to provide service to Veterans who reside in the City of Mercedes.

Sgt. Ramiro Rodriguez  
U.S. Department of Veterans Affairs  
2601 Veterans Drive  
Harlingen, Texas 78550  
(956)291-9001  
W/C (956)437-7475  
[ramiro.rodriguez1@va.gov](mailto:ramiro.rodriguez1@va.gov)

-----Original Message-----

From: [Ramiro.Rodriguez1@va.gov](mailto:Ramiro.Rodriguez1@va.gov) <Ramiro.Rodriguez1@va.gov>  
Sent: Tuesday, April 19, 2022 11:09 AM  
To: Rodriguez, Ramiro <[Ramiro.Rodriguez1@va.gov](mailto:Ramiro.Rodriguez1@va.gov)>  
Subject: Scanned Document (Signed) (Encrypted)

Sent from Ricoh Multi-Functional Device

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 **scannedDoc.pdf**  
136K

Department of  
Veterans Affairs

# Memorandum

Date: April 1, 2022

From: Chief Jassiem M. Omar

Subj: Memorandum of Understanding (MOU) for Mutual Assistance

To: Interim Chief of Police Blanca Sanchez

Thru: VHA Senior Security Officer

1. **PURPOSE:** To establish general working relationships between the Department of Veterans Affairs- Texas Valley Coastal Bend Healthcare System (VATVCBHCS) Police Service and the Mercedes Police Department as a means of reinforcing interagency coordination and responsibility concerning law enforcement, emergency response, requests for assistance, and physical security and access control operations at VA Texas Valley Coastal Bend Healthcare System.
2. **POLICY:** VA Handbook 0730, denotes that *"There are memoranda of understanding with local law enforcement agencies which ensure timely backup support for VA police officers"* and *"requires that each VA Police Service establish workable support agreements with law enforcement officials"*. The current Police Program Inspection guide requires that "The Chief, Police Service has current support agreements for responses to crimes (to include VA Police Officer involved shootings and CIT training and collaboration with Federal and local law enforcement entities)."
3. I have attached a Memorandum of Understanding between the Department of Veterans Affairs VATVCBHCS and the Mercedes Police Department for your review and concurrence.

Sincerely,

  
Omar, Jassiem M.  
Chief, Police Service

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNITED STATES DEPARTMENT OF VETERANS AFFAIRS,  
TEXAS VALLEY COASTAL BEND HEALTH CARE SYSTEM (VATVCBHCS)  
AND  
MERCEDES POLICE DEPARTMENT**

This Memorandum of Understanding (MOU) is entered between the U.S. Department of Veterans Affairs Texas Valley Coastal Bend Healthcare System (VATVCBHCS) and the Mercedes Police Department, hereinafter referred to as "parties."

**1. PURPOSE.** To establish general working relationships between the VA Texas Valley Coastal Bend Healthcare System (VATVCBHCS) Police Service and the Mercedes Police Department as a means of reinforcing interagency coordination and responsibility concerning law enforcement, emergency response, requests for assistance, and physical security and access control operations at VATVCBHCS.

**2. REFERENCES.**

- a) VA Directive 0730, *Security and Law Enforcement*, 12 December 2012
- b) VA Handbook 0730, *Security and Law Enforcement*, 11 August 2000
- c) The VA Texas Valley Coastal Bend Health Care System (VATVCBHCS) shares concurrent jurisdiction with the State of Texas. Assistance in any life-threatening situations, (i.e., hostage situation, bomb threat, brandishing of firearm, murder, rape, etc.), can be requested from the local city Police Department.

**3. GENERAL.**

- a. VA Texas Valley Coastal Bend Healthcare System (VATVCBHCS), provides primary, specialty, and extended care to Veterans throughout the Rio Grande Valley area. The mission of the VA Texas Valley Coastal Bend Healthcare System (VATVCBHCS) is to provide timely, efficient, ethical, safe, compassionate, and quality health care to Veteran patients.
- b. The Mercedes Police Department has concurrent jurisdiction with the Federal Government over VA Texas Valley Coastal Bend Healthcare System (VATVCBHCS) properties. This jurisdiction grants local police agencies the authority to jointly enforce Federal and state laws with VA Police on VA Texas Valley Coastal Bend Healthcare System (VATVCBHCS) properties.

#### **4. RESPONSIBILITIES.**

a. VATVCBHCS Police Service will:

(1) Maintain law and order and enforce Federal and state laws and VA regulations at the VA Texas Valley Coastal Bend Healthcare System (VATVCBHCS), including the hospital building and designated parking lots, for the protection of property owned or occupied by the VA and persons on the property.

(2) Provide primary initial response to any and all incidents or emergency situations at the VA Texas Valley Coastal Bend Healthcare System (VATVCBHCS).

b. Mercedes Police Department will:

(1) Respond to VA Texas Valley Coastal Bend Healthcare System (VATVCBHCS) Police Service's requests for assistance.

(2) COMPACT ACT Section 205 Police Crisis Intervention Training for VA Police requires that each VA medical center police service develop a plan to enter into partnerships with local mental health organizations and experts, Veteran community organizations, as well as local police departments to share training resources on Crisis Intervention Teams (CIT). This assistance may range from collaborated training and sharing law enforcement to coordinated intervention tactics when there is an extreme crisis involving a veteran(s).

#### **5. ACCEPTANCE & RATIFICATION**

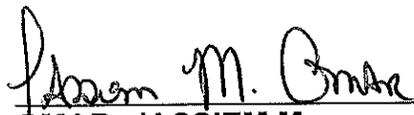
a. The provisions of this MOU are effective upon signature and date as indicated below and will be reviewed every 3 years, or as required.

b. This agreement may be unilaterally suspended or cancelled by either side upon giving at least 180 days written notice to the other party.

c. This MOU does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOU is intended exclusively to provide guidance and documents an agreement for general support between the parties. Nothing contained herein creates or extends any right, privilege, or benefit to any person or entity.

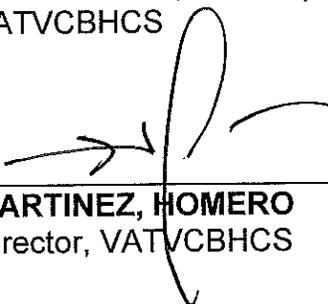
d. Other areas of mutual interest may arise where services and support from one party of this MOU is required by the other party of this MOU. This MOU is not meant to limit those instances nor prohibit cooperation outside the above listed situations set forth and agreed upon.

**FOR DEPARTMENT OF VETERANS AFFAIRS VA TEXAS VALLEY COASTAL  
BEND HEALTHCARE SYSTEM**



**OMAR, JASSIEM M.**  
Chief of Police, U.S. Dept. Veterans Affairs  
VATVCBHCS

04/07/2022  
Date



**MARTINEZ, HOMERO**  
Director, VATVCBHCS

18 APR 2022  
Date

**FOR MERCEDES POLICE DEPARTMENT**

\_\_\_\_\_  
**SANCHEZ, BLANCA**  
Interim Chief of Police, Mercedes PD

\_\_\_\_\_  
Date

**BIDS/CONTRACTS**

---

**DATE:** May 3, 2022

**FROM:** Alberto Perez, City Manager

**ITEM:** **Contracts**

**Discussion and possible to approve interlocal agreement with County Pct. 1 for Mile 8 street repairs.**

---

**BACKGROUND INFORMATION:**

City staff, Pct. 1 County Staff and Urban County personnel have been working on securing the appropriate funds to initiate the Mile 8 street repair project. The City of Mercedes needs to approve an interlocal agreement with Pct. 1 in order for these street repairs to start during the month of June 2022.

Pct. 1 staff will be performing the work for this project.

Mile 8 work will include the area from 491/Baseline Rd to Mile 2 East.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** Martie Garcia-Vela, City Attorney

**ATTACHMENTS:**

1. Interlocal agreement

**DRAFT MOTION:** N/A

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE COUNTY OF HIDALGO, TEXAS, AND THE CITY OF  
MERCEDDES, TEXAS**

THIS Agreement is made on and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **COUNTY OF HIDALGO, TEXAS**, by and through its Precinct 1, hereinafter referred to as (“County”), and **CITY OF MERCEDDES** hereinafter referred to as (“City”), collectively referred to as “Parties” and pursuant to the provisions of the Texas Interlocal Cooperation Act (“Act”), Chapter 791, et seq., Texas Government Code, as follows:

**WITNESSETH:**

**WHEREAS**, the City is a municipality defined as a “Local Government” under the Act, and a political subdivision organized under the laws of the State of Texas, within the boundary of Hidalgo County; and

**WHEREAS**, the County is defined as a “Local Government” under the Act, a political subdivision organized under the laws of the State of Texas; and

**WHEREAS**, the County and City, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements to certain public roadways within their boundaries;

**WHEREAS**, the County and City desire to jointly undertake a road reconstruction and improvement project to a portion of Mile 8 North Road from FM 491 to Mile 2 East Road consisting of approximately 10,505 total linear feet (7,347.50 feet within the City, and 3,157.50 feet within Precinct 1), in Hidalgo County, Texas (the “Mile 8 N. Rd. Project”), (*See Exhibit A – Mile 8 Rd. Improvements Project map*);

**WHEREAS**, Parties have agreed to the Cost Estimate for the Mile 8 N. Rd. Project attached in **Exhibit B**, wherein City shall be responsible for paying County for 70% of the materials needed for the City portion of the Mile 8 N. Rd. Project. (*See Exhibit B – Mile 8 N. Rd. Project Cost Estimate*).

**WHEREAS**, the Road serves as a connecting link of the County road system and such improvements to the Road is in the public interest of the County and City.

**WHEREAS**, the County and the City are authorized to enter into this Agreement pursuant to the Act, which authorizes local governments to contract with each other and with agencies of

the state, to perform governmental functions and services under the terms of the Act; and pursuant to the Section 251.012 of the Texas Transportation Code which authorizes counties to improve roadways within the limits of a City with the City's consent.

**WHEREAS**, County and City have determined the Project will serve a public purpose and provide a mutual benefit to each other.

**NOW, THEREFORE**, the County and the City, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The parties agree to cooperate in making the necessary reconstruction and improvements to the road in the Mile 8 N. Rd. Project as described on **Exhibit A** attached hereto. The estimated cost for completing the Mile 8 N. Rd. Project is included in **Exhibit B**.
2. The City and County have respective Urban County Projects which consists of Street Improvement utilizing Community Development Block Grant (CDBG) funds.
3. City, through its CDBG funds, shall contribute a lump sum amount equal to seventy percent (70%) of the cost of materials and all other related appurtenances if funding is available as indicated in **Exhibit B** for its portion of the road upon execution of this agreement. The Hidalgo County Urban County Program will process all Purchase Orders needed for materials utilizing the County of Hidalgo contracted vendors.
4. In the event that the Urban County funding is exhausted or if a specific material or related appurtenance is not covered by CDBG funds, the City shall be responsible for providing seventy percent (70%) of any additional funds for materials or other related appurtenances needed to complete the Project.
5. County, through its CDBG funds, shall contribute a lump sum amount equal to thirty percent (30%) of the cost of materials and all other related appurtenances if funding is available as indicated in **Exhibit B** for its portion of the road upon execution of this agreement. The Hidalgo County Urban County Program will process all Purchase Orders needed for materials utilizing the County of Hidalgo contracted vendors.
6. In the event that the Urban County funding is exhausted or if a specific material or related appurtenance is not covered by CDBG funds, the County shall be responsible for providing thirty percent (30%) of any additional funds for materials or other related appurtenances needed to complete the Project.
7. County agrees to provide all labor, and machinery necessary to perform the improvements to the road on the Mile 8 N. Rd. Project.

8. County will, to the extent reasonably possible, follow the County's standard specifications in improvements unless otherwise agreed in writing by both parties.
9. County and City will coordinate work schedules in order to provide for minimal disruption to the public and to the operational fiscal affairs of the parties and will complete the Mile 8 N. Rd. Project no later than **730 days** from the execution of this Agreement.
10. **Prior Agreements.** This Agreement replaces and supersedes any and all prior agreements between County and City with respect to the Road and/or Project except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed thereunder at the time of executing this Agreement. Once ongoing work under any such previous Interlocal Agreement(s) is completed and payment is remitted such previous Interlocal Agreement shall terminate at such time.
11. **Authorization.** City has authorized County to perform the work herein described pursuant to Tex. Trans. Code §251.012.
12. **Term.** The effective date of this agreement shall be the date first written above. The term of the Agreement shall be for the time period referenced above.
13. **Termination.** Either Party may terminate this Agreement with or without cause upon thirty (30) days written notice to each other.
14. **Liability Insurance.** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
15. **Indemnification.**
  - A. **By the CITY:** To the extent permitted under the Constitution and laws of the State of Texas, the CITY agrees to indemnify and hold harmless and defend COUNTY, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against the COUNTY, for the intentional or negligent acts or omissions by the CITY, whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.
  - B. **By the COUNTY:** To the extent permitted under the Constitution and laws of the State of Texas, the COUNTY agrees to indemnify and hold harmless and defend CITY, its agents, employees and officers from and against any claim, loss, damage,

**liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against the CITY, for the intentional or negligent acts or omissions by the COUNTY, whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.**

16. **Immunities.** It is expressly understood and agreed that, in the execution of this agreement, neither the City nor County waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.
17. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent to bring them within the legal requirements and only during the times such conflict exists.
18. **No Waiver.** No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
19. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and City and not otherwise.
20. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
21. **Notice.** Except as may be 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:



26. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
27. **Non-Discrimination.** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other category protected under law.
28. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
29. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon (90) days' written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903
30. **Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.
31. **Legal Construction/Severability.** In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
32. **Authority to Execute.** The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Parties in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

**WITNESS THE HANDS OF THE PARTIES** effective as of the day and year first written above.

**COUNTY OF HIDALGO, TEXAS**

BY: \_\_\_\_\_  
Richard F. Cortez, Hidalgo County Judge

**ATTEST:**

By: \_\_\_\_\_  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

**CITY OF MERCEDES**

BY: \_\_\_\_\_  
\_\_\_\_\_, Mayor

**ATTEST:**

BY: \_\_\_\_\_  
\_\_\_\_\_, City Secretary

Approved by the Hidalgo County Commissioner's Court on \_\_\_\_\_.

**APPROVED AS TO FORM:**

Hidalgo County Criminal District Attorney's Office  
Ricardo Rodriguez, Jr.

By: \_\_\_\_\_  
Robert Viña, III, Assistant District Attorney

# **Exhibit A**

## *Mile 8 Rd. Improvements Project map*

## **Exhibit B**

### *Mile 8 N. Rd. Project Cost Estimate*

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**APPROVAL OF  
INTERLOCAL COOPERATION AGREEMENT  
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding certain road reconstruction and improvements to Mile 8 North Road from FM 491 to Mile 2 East Road, a section which is in part within the city limits of Mercedes and in part within County jurisdiction to be conducted through an Interlocal Cooperation Agreement to be entered into with the City of Mercedes, Texas, and Hidalgo County.

By vote on \_\_\_\_\_ 2022, the Hidalgo County Commissioners Court has approved the Project identified above.

\_\_\_\_\_  
BY: Richard F. Cortez, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM:**

Office of the Criminal District Attorney  
Ricardo Rodriguez, Jr.

BY: \_\_\_\_\_  
Robert Viña, III, Assistant District Attorney

**BIDS/CONTRACTS**

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**DATE:** May 3, 2022**FROM:** Joselynn Castillo, City Secretary**ITEM:** Discussion and Possible Action to Approve the Auction Agreement with Galindo Auctions, LLC

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**BACKGROUND INFORMATION:** The City of Mercedes is requesting approval of the agreement for Auction services from Galindo Auctions. The Auction is set to be held at the public works shop on June 18, 2022 at 10:00 AM. Galindo Auctions will receive their commission of \$4000 or 10% of sales whichever is greater and are taken from the proceeds. All items will be sold with no reserves. The City has worked with Galindo Auction for several years and recommends approval.

**BOARD REVIEW/CITIZEN FEEDBACK:**

**ALTERNATIVES/OPTIONS:**

**FISCAL IMPACT:** Positive Proceeds from Sales of surplus items.

Proposed Expenditure/(Revenue):	Account Number(s):

**Finance Review by:**

**LEGAL REVIEW:**

**ATTACHMENTS:**

- 1.) Agreement

**DRAFT MOTION:** Approval of agreement with Galindo Auctions, LLC for City Auction of surplus items.

# Personal & Chattel Property Auction Agreement



The agreement made and entered into this 6<sup>th</sup> day of April, 2022 by and between

SELLER'S NAME CITY OF MERCEDES / PURCHASING DEPARTMENT JOSELYNN CASTILLO

ADDRESS 400 S. OHIO AVE MERCEDES, TEXAS 78570

*"Where Experience Matters"*

hereafter called "Seller", whether one or more, and GALINDO AUCTIONS LLC, EDINBURG, TX. 78539, hereafter called "Auctioneer". WHEREAS Seller is the owner of certain property described below (or on separate lists which may be attached hereto and made a part hereof), which Seller desires to sell at public auction, and WHEREAS, Seller wishes to employ Auctioneer to affect the sale of said property, NOW, THEREFORE, IN CONSIDERATION of the mutual promises herein contained, it is agreed as follows:

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

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

3. **Commission, Time and Place of Sale:** Seller hereby employs Auctioneer to sell the aforesaid property at absolute auction on the 18<sup>th</sup> day of June, 2022 at 10:00 o'clock AM. to the highest bidder without limit, favor or reserve. Seller agrees to pay Auctioneer a commission of 10% of the gross sales total or base of \$4,000 whichever is greater for which the property has been sold as compensation for managing, auctioneering and also clerking the auction.

4. Said auction to be held 2314 N. FM 491 Mercedes Texas 78570  
Address City State Zip

5. **Advertising:** It is understood and agreed that Auctioneer will set up and arrange at auctioneer's discretion timely advertising, which will be at the seller's expense and will be paid out of the proceeds of the sale. Final advertising will be at auctioneer's discretion. Cost \$ 600

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

7. **Property:** Items to be sold at auction, include the following and listed, City Surplus / \*All Items to be Sold Absolute with NO Reserves\*

8. **Further seller's expenses:** \*\$600 CLASSIFIED, PLUS LEGAL ADVERTISEMENT FEE TAKEN FROM PROCEEDS\*

IF NONE WRITE NONE

9. **Further conditions:** \*\*OPTION 1: 10% COMMISSION OR \$4,000 BASE WHICHEVER IS GREATER; ADVERTISEMENT FEE TAKEN FROM PROCEEDS\*\*

IF NONE WRITE NONE

10. **Warranty:** The Seller (whether one or more), warrants, conveys and agrees that he/she/they/it has good title and right to sell said property and said property is free from all encumbrances, liens etc. If none, write none, None. If said property or any part thereof is encumbered, Seller agrees that the sale proceeds from such property be paid jointly to said lien holder and Seller. UCC Lien Research also will be paid by seller.

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

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

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

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

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

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

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

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

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

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

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

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

SELLER'S NAME	TITLE	ADDRESS	TELEPHONE	DATE
AUCTIONEER AGENT Ph: (956) 929-3623 Ph: (956) 451-4060			DATE <a href="http://www.galindoauctions.com">www.galindoauctions.com</a> galindoauctions@gmail.com	Jerry Galindo #13541 Lee Roy Galindo #16398