



Mayor Oscar D. Montoya  
Mayor Pro-Tem Joe Martinez  
Commissioner Armando Garcia

Commissioner Jacob Howell  
Commissioner Ruben Saldana  
City Manager Alberto Perez

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MERCEDES CITY COMMISSION  
REGULAR MEETING  
JULY 5, 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.

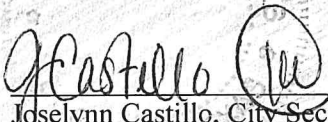
6. **Presentations:**
  - a. Recognition of Prairie View A&M Cooperative Extension Program & BID Program Graduates.
  - b. Presentation of Workers Compensation Dividend Check by Montalvo Insurance Agency.
  - c. Presentation by BML of City of Mercedes Financial Audit for FY 2020-2021.
7. **Consent Agenda:** *(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 June 9, 2022 & June 21, 2022.
  - b. Second and final reading of Ordinance # 2022-10 To rezone Grosshauser's Subdivision Lot 5 and 6, and the East 3 Acres of Lot 4 from Class "N" Newly Annexed to Class "C-1" Apartment District; Applicant: Tiki Land Company
8. **Ordinance/Resolutions:** *Present, Discuss, Consider, and Possibly Take Action Regarding:*
  - a. First reading of Ordinance No. 2022-11 approving the solid waste fees (CM)
  - b. First reading of Ordinance No. 2022-12 regarding the City's Brush Services (CM)
  - c. First reading of Ordinance No 2022-13 amending Ordinance 2022-08 updating the re-read fee, disconnect/reconnect fee and establishing payment arrangements. (CM)
  - d. First reading of Ordinance No. 2022-14 appointing the members to the TIRZ Board of Directors.
9. **Management Item(s):** *Present, Discuss, Consider, and Possibly Take Action Regarding:*
  - a. Discussion and Possible Action to approve funds for the purchase of benches to be donated and placed at the resting place of Uvalde Victims. (CM)
  - b. Discussion and Approval to direct City Manager to research and provide estimates for the construction of a water splash park. (Howell & Martinez)
  - c. Discussion and Approval to set City and Departmental Goals with FY23 Budget
10. **Bids/Contracts:** *Present, Discuss, Consider, and Possibly Take Action Regarding:*
  - a. Contract Renewal for Higher Education Training and Workforce Development Skills for Mercedes Residents (VIDA)

- b. Interlocal Cooperation Agreement with Hidalgo County Precinct 1 for the Mile 8 North Road from FM 491 to Mile 2 East.
  - c. Request to Re-Advertise for Bids for the City Hall TPO Roof (Public Works)
- 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. Discussion regarding real property Project X – Section 551.072 (CM)
  - b. Discussion regarding real property Project Y – (CM)
  - c. Consultation with Attorney regarding real property de-annexation – Section 551.071 & 551.072
  - d. Consultation with Attorney regarding Encroachment on City Right-of-Way Section 551.072 (ACM)
- 12. Open Session:** *Discuss, Consider, and Possibly Take Action Regarding*
- a. Directing City Manager to proceed with making an offer to procure property for Project X.
  - b. Directing City Manager to proceed with securing appraisal and negotiating sales price for Project Y.
- 13. Adjournment**

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a **Regular Meeting** on Tuesday, July 5, 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 1st DAY OF JULY, 2022.

ATTEST:

  
\_\_\_\_\_  
Joselynn Castillo, City Secretary  
Time of Posting: 5:45P.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.**

7A

**MERCEDES CITY COMMISSION  
SPECIAL MEETING  
JUNE 9, 2022 – 6:30 P.M.  
MERCEDES CITY HALL – COMMISSION CHAMBERS**

<b>MEMBERS PRESENT:</b>	Oscar D. Montoya Sr. Joe Martinez Armando Garcia Ruben Saldana	Mayor Mayor Pro-Tem Commissioner Commissioner
<b>MEMBERS ABSENT:</b>	Jacob Howell	Commissioner
<b>STAFF PRESENT:</b>	Alberto Perez Martie Garcia-Vela Joselynn Castillo Javier Ramirez Kristine Longoria Ervin Vilchis Blanca Sanchez Nereida Perez Joaquin Hernandez Richard Morin Javier Campos Marisol Vidales	City Manager City Attorney City Secretary Asst. City Manager Human Resources IT Assistant Interim Chief of Police Finance Director Public Works Director Recreation Direction Fire Chief Library Director

**OTHERS PRESENT:** Isaias Rodriguez and Isaac Huacuja

**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 which constitutes a quorum.

**3. INVOCATION**

Commissioner Saldana said the invocation

**4. PLEDGE OF ALLEGIANCE**

Commissioner Garcia led in the Pledge of Allegiance.

**5. OPEN FORUM**

- No one signed up for open forum

Mayor Montoya called the meeting into executive session at 6:34 p.m.

**6. EXECUTIVE SESSION:**

- a. Consultation with legal counsel pursuant to Texas Government Code §551.071 (2) to receive legal advice and information protected by the attorney client communication privilege and deliberation pursuant to Texas Government Code §551.097 regarding Pending Litigation.

Mayor Montoya called the meeting back to order at 7:15 p.m.

**7. DISCUSSION AND POSSIBLE ACTION REGARDING ITEMS DISCUSSED IN EXECUTIVE SESSION.**

No action was taken on items discussed in executive session. Mayor Pro-Tem Martinez motioned to move to item 22. Commissioner Garcia seconded the motion. Upon a called vote, the motion passed unanimously.

**8. DISCUSSION AND POSSIBLE ACTION ON SECOND AND FINAL READING OF ORDINANCE # 2022-08 TO IMPLEMENT THE RECOMMENDED WATER RATE SCHEDULE BASED ON RECOMMENDATIONS FROM WATER RATE STUDY.**

Mayor Pro-Tem Martinez motioned to approve the second reading of ordinance 2022-08. Commissioner Saldana seconded. Upon a called vote, the motion passed unanimously.

**9. UPDATE ON MAINTENANCE OF DOWNTOWN AREA**

Commissioner Howell met with EDC and Chamber and a company for the maintenance of downtown are off the expressway exit and entry ramps, Texas to 4<sup>th</sup> street. Public Works will continue to work and they will be assisting the company. Mayor Montoya expressed his concern with the uproots of the trees in downtown Texas. Commissioner Saldana recommended to get an arbore to look at the trees for recommendations.

**10. GENERAL SESSION RECONVENE**

No action.

**11. UPDATE ON GIS MAPPING PROJECT**

Mr. Isaac Huacuja stated that the project is 100% complete. They collected the elevations, diameters of the pipes, depth and flow. The projects are separated by layers. It's an interactive living document to view on any computer. This is modern technology to map the drainage and sewer lines. At a question, Mr. Huacuja stated that link can be uploaded to the City website and can be viewed by anyone. All the sewer and water lines can be viewed through augmented reality.

**12. UPDATE ON MASTER DRAINAGE PLAN**

Mr. Huacuja stated the projected completion date is end of June 2022 and is 70% complete. The GIS mapping was grant funded and they wanted to complete the project first. The mapping can provide and identify a problem area with cost estimate. The grant was \$25000 and covered a part of the project.

**13. UPDATE ON CAPISALLO TERRACE WATE WATER PROJECT**

First time service to 125 lots, master lift station for the area, 4489 LF of 8" pipe and 1855 LF of 10" pipe of sanitary sewer, decommission existing septic tanks. Bids are currently open for the project. The installation needs to be done prior to the decommissioning of the septic tanks. Mayor Pro-Tem Martinez expressed his concern with hurricane season being here and the project will not be completed prior to a storm. There is no charge to the citizens. There are plans ready for the storm sewer after the sanitary sewer is completed.

**14. UPDATE ON WATER WELL PROJECT**

Mr. Huacuja informed the commission of the Water Well Project. The City was selected and awarded the grant for \$450K funding for a water well and is a 50% match. The grant was applied for 2 years prior and selection process took 1 year. There is a design plan.



Makes 1.2 million gallons per day. The proposal is for a 1-million-gallon water well. At this time the Commission moved to item 17.

#### **15. UPDATE ON TCEQ VIOLATIONS**

Mr. Ramirez stated there was a TCEQ investigation that produced 12 potential violations and have resolved 10 to date with 2 pending. Oxidation ditch with sludge and the clarifier are still pending. The wear and baffle already had a P.O for about \$30 to \$40K. Plans are to empty out the oxidation ditch, the clarifier is currently down but only the sludge is the violation for being stored there.

#### **16. UPDATE ON INSTALLATION OF LIFT STATION PUMPS WITH GENERATORS (LS 1, 2, 3, 5 & 8)**

Power outages cause the lift stations to go out and sewer to backup. The generators will keep the pumps going to avoid the drainage issues. Lift Station 1, 2, 3, 5 and 8 are most prone to power outages. Mr. Hernandez stated one 6 in. pump has already been installed for lift station 1 which is the biggest lift station in the city. Pump 3 is being worked on and the concrete pad. The other 3 pumps are expected to arrive in two weeks. The pump on 17th street, the pump might be to small for the area so the engineer is assessing.

Commission moved to item 18.

#### **17. DRAINAGE IMPROVEMENTS UPDATES**

##### **a. COLLIER PARK PUMP STATION**

Collier Park Pump Station can pump 3.25 million gallons per day. There is an existing structure and existing levee crossing which will be reused and provide savings to the city. New pumps, new piping and rehab of the structure will be installed to mitigate flooding in the surrounding area. The project is currently under construction. Mayor Montoya wants someone to look at the pumps out on Maryland from 10<sup>th</sup> to 14<sup>th</sup>. The water pools in that area and city puts a pump and the water would pump out of that area.

##### **b. COLLIER PARK DETENTION PONDS**

Mr. Huacuja stated that this project will not help that area along frontage as the outfall is to the west. The water flows west from the park. The ponds will be a critical part to the ditch when it is overwhelmed. Every drop of water that is collected by the ponds is a drop less that goes to the residential area. City currently has 6 pumps of their own. 8-acre pond can hold 3 million gallons.

##### **c. CITIZENS COLLECTIONS (ANAQUITAS) DETENTION POND**

Drainage District 1, irrigation district 9 and City have an interlocal in place for the project. City and Irrigation are donating land for the anaquitas drainage project. He stated that the ditch bottlenecks when its passes under the expressway. Placing a detention pond will assist to have 22-acre feet of storage for rain water. City needs storage north of the highway. At a question, it was stated that this will increase the size of the outfall and increase the width of the ditch. It is not cost effective to plan for a 500-year storm but it will help to mitigate the storm waters. Currently almost 50% complete with phase 1 of the project.

##### **d. DOME INTERIM DRAINAGE PLAN**

FEMA Dome drainage improvements cost estimate is \$625K to store 36-acre feet of water. Joaquin Hernandez provided photos of the current status of the FEMA dome

drainage project. A pump is set on Vermont and armory into the ditch that would then be pumped into the floodway.

**e. UNION PACIFIC DETENTION POND**

Union Pacific detention pond will provide 6.2-acre feet of storage. Railroad company is asking \$189K land acquisition price. The project is ready to proceed once acquiring the land. The ponds can be used for other purposes. The playground will be installed in the area of the pond. Southwestern stormwater regional detention facility (RDF) will hold 22-acre feet water and the city will have an interlocal with HCCID9. At this time the Commission moved to item 15.

**18. UPDATE ON MANHOLE COVERS STATUS**

Mr. Hernandez stated there were 130 manhole covers, 61 were installed by contractor, 42 were installed by the city and 12 are pending 24-inch covers. 32" covers 15 were ordered and installed by the city. At this time, the Commission moved to item 20.

**19. UPDATE ON STREET REPAIRS –** Item 19B was discussed first, then 19A and finally 19C.

**a. MILE 8 PROJECT**

Mr. Ramirez informed the Commission that the City partnered with the County for a 70/30 split on material. The project started June 3 and will continue for 16 weeks. The Mile 8 street improvement will expand from FM 491 to Mile 2 East. County of Hidalgo will provide the labor. No action required.

**b. MILE 1 EAST PROJECT**

Mr. Grant Martinez from KCI addressed the Commission regarding the Mile 1 East widening project. He stated KCI is working on a re-evaluation on the environmental, preliminary, and design. Mr. Martinez discussed the curb & gutter and sidewalks. He informed the Commission that they are pending approval from TxDOT for the letters to send out for public comment on the project. He added that the construction costs is about \$10 Mil. This project will benefit the housing corridor and can bring in business. At a question. Mr. Ramirez stated that the County will oversee the project after KCI completes their part. He added that an AFA will be needed with the County in order for the County to proceed with the project. No action required.

**c. CITY STREETS**

Mr. Hernandez addressed the Commission about the city's budget for streets. The previous budget had \$35K and the current year he budgeted \$150K with \$57K spent year to date. He stated in FY 20-21 there were 18 work orders and in 21-22 there were 126 work orders for pothole patching. Mr. Hernandez provided a update on the paving of Vermont St; there was a valve under the asphalt and replaced the a section with 8" pipe that was under the street, then paved the street. Mr. Hernandez stated he identified 10 streets needing a full repair and added he will work on streets that have not been paved at all. No action required.

At this time the Commission moved to Item 23.

**20. UPDATE ON PARK REPAIRS**

Mr. Hernandez stated they are replacing benches and tables and received a grant for the park. Mr. Hernandez informed the commission of the projects done by the city for the parks including the

restrooms, lighting, fields. Commissioner Howell recommended using the paver to go over the basketball area. There is a cost estimate of \$55K for the soccer field area. Commissioner Saldana had done park improvements in different areas with funding from the center of disease control to encourage residents to be active. Mayor Pro-Tem Martinez expressed his concern with parks and investing in the parks. Mr. Hernandez informed the Commission that in FY 20-21 there were 2827 work orders for the entire year and in FY 21-22 which is currently at 66% of year there are 2853 work order requests. Commissioner Garcia commended parks division on their work during the elections at the park.

## **21. UPDATE ON TCEQ AUDIT**

Mr. Ramirez informed the Commission of the City's contract with Ambiotec for the TCEQ Self Audit. The City receives immunity of the Audit and put the violations on a schedule to correct the issues. City has 6 months to report to TCEQ and are on schedule. Due in September 4, 2022. At this time, the Commission moved to item 24.

## **22. STATUS OF CURRENT GRANTS AND GRANT APPLICATIONS SUBMITTED**

Mr. Humberto Garza, President of Border Affairs addressed the commission to provide an update on the current grants and grant applications submitted. Mr. Garza explained the process for grants from beginning to awarded. He stated he contacted 26 State and Federal Agencies for funding. He added the city has received \$76,535 from awarded grants, \$3.6 Million are from pending grants, and applications are at \$2.3 Million in the ten-month period Border Affairs have been contacted with the City. At question, Mr. Garza stated the one of the grants would be for a new fire truck. Mayor Pro-Tem Martinez asked for grants to assist in park development and prevention of school violence. Mr. Garza and staff stated the list of grants the city has received and have been awarded which included Texas Book Festival, Stone Garden, body cameras, Walmart Small Community Grant, new vehicles and the Valley Baptist Foundation. After discussion, Mayor Pro-Tem Martinez motioned to move to item 19 and then item 23. Commissioner Saldana seconded. Upon a called vote, the motion passed unanimously. At this time Commission moved to item 19 of the agenda.

## **23. BUILDING REPAIRS UPDATE**

### **a. PD REHABILITATION PROJECT**

Mr. Juan Cantu with ERO provided an updated schedule. He stated PD should be able to move in on June 2023. They are currently working on the abatement of building. Mr. Perez stated that mold, asbestos and lead were identified and needs to be cleaned properly following state regulations. The funding is available for the project some from CO fund and ARPA funds. Mr. Cantu stated they reassessed what was left after the abatement. Assessed the mechanical, structural and electrical and are working on completing the design. Starting construction in September 2022. The building is in good shape. The abatement company Terracon cleared the building prior to anyone going back into the building. Mayor informed about the Commission about the history of the PD building and the funding to repair it. Commissioner Saldana asked if there are any unanticipated surprises that may come up that are unforeseen. Mr. Cantu stated they are assessing the building trying to limit any unforeseen costs.

### **b. CITY HALL ROOF REPAIR**

Mr. Hernandez stated that the façade of the building of city hall was redone due to the storm. There are water leaks in the building. The city received two bids that need to be opened. No further action was taken.

**c. DOME AC REPAIRS/REPLACEMENTS**

The Dome needs some A/C units, there are coils leaking and compressors are not working properly. Mechanical engineers are looking at the plans to evaluate the units and see what repairs are necessary.

At this time, the Commission moved to item 8 of the agenda.

**24. BUDGET**

**a. CURRENT BUDGET (EXPENDITURES VS. REVENUES)**

Ms. Perez informed the Commission that the Revenues received is at 79.6%, Sales tax is at 62.63%, and Expenditures is at 64.31% of the 66.67% of the year. Sales tax is continuing and steadily increasing. Ms. Perez informed of the line items that are currently over budget. Some included the PD, PW vehicle and building maintenance and fire vehicles. The utility fund is in line with budget on revenues and expenditures are low. Provided the items over budget in the utility fund. She stated they have 89 meters in stock and pending 500 meters to receive. The EMS fund is under budget for revenues and under in expenditures for the current fiscal year. ARPA funds, CO funds, and the vector trailer for smaller utility lines has been ordered.

Ms. Perez provided the cash position as of 5/31/2022 that the city has with Texas national Bank. All the funds in the bank were listed with amounts. The reserves, I&S, H/M, City receives 180K from Hotel/Motel. Wells Fargo Bank has the reserves.

**b. BUDGET FY 2023**

Ms. Perez provided the tentative dates for the budget cycle for 22-23.

Mayor Montoya thanked Mr. Perez for his leadership and the staff. Mayor Pro-Tem Martinez said a few words to thank staff. Commissioner Saldana thanked the department heads. Commissioner Garcia thanked everyone.

**25. ADJOURNMENT**

Mayor Montoya adjourned the meeting at 11:08 P.M.

7A  
**MERCEDES CITY COMMISSION  
REGULAR MEETING  
JUNE 21, 2022 – 6:30 P.M.  
MERCEDES CITY HALL – COMMISSION CHAMBERS**

<b>MEMBERS PRESENT:</b>	Oscar D. Montoya Sr.	Mayor
	Joe Martinez	Mayor Pro-Tem
	Armando Garcia	Commissioner
	Jacob Howell	Commissioner
	Ruben Saldana	Commissioner
<b>STAFF PRESENT:</b>	Alberto Perez	City Manager
	Martie Garcia-Vela	City Attorney
	Joselynn Castillo	City Secretary
	Javier Ramirez	Asst. City Manager
	Kristine Longoria	Human Resources
	Ervin Vilchis	IT Assistant
	Blanca Sanchez	Interim Chief of Police
	Nereida Perez	Finance Director
	Joaquin Hernandez	Public Works Director
	Javier Campos	Fire Chief
	Marisol Vidales	Library Director

**OTHERS PRESENT:** Axel Vallejo, Brianna Casares, Isaias Rodriguez, Isaac Huacuja, Joe Cano, Leonel Benavidez, Ramon Mejia, Melissa Serrano

**1. CALL MEETING TO ORDER**

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

**2. ESTABLISH QUORUM**

Four members of the Commission were present which constitutes a quorum. Mayor Pro-Tem Martinez arrived after the Pledge.

**3. INVOCATION**

Commissioner Saldana said the invocation.

**4. PLEDGE OF ALLEGIANCE**

Commissioner Howell lead in the Pledge of Allegiance.

**5. OPEN FORUM-**

- Mr. Joe Cano addressed the commission about the Grosshauser item. He stated for the commission to consider 1 or 2 exits on the west frontage road. He stated that FM 491 is a heavy traffic road and gets congested. There are many accidents that happen between Frontage road and the police Station and that subdivision will bring more families. Mr. Cano recommends widening FM 491.
- Mr. Leonel Benavidez addressed the Commission regarding the item for Marco A. Arredondo energy representative services. Mr. Benavidez informed the commission about the energy and its pricing. Mr. Benavidez stated this item is not transparent, item 10A states that the city will not pay but he stated that is false and the taxpayers will have to pay.
- Mr. Mejia addressed the Commission regarding open forum. Mr. Mejia stated he did not say to hire a company to clean the street, he actually stated that he told the city manger for someone to clean the street. The street on Vermont and 10<sup>th</sup> was getting done and then the street was taken apart. He asked how much money has the city spent on that street. Mr. Mejia added that the swimming pool is not available to the people and should be open. He stated that if its not open then he will break the lock.
- Ms. Melissa Serrano stated she was contacted by some of the families from Uvalde for a bench memorial. She is requesting assistance from the City of Mercedes for the family.

**6. 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 June 7, 2022.**

**b. Second and final reading of Ordinance No 2022-09 to update the Planning Permit Fees**

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

**7. CITY MANAGER COMMENTS**

**a. Recognition of Mercedes Police Department Personnel**

Interim Chief Blanca Sanchez recognized several PD personnel for their hard work during the threats to the school after the Uvalde Shooting. Sgt. Sanchez, Inv. Rocha, Montelongo, Villarreal, Estrada, Lopez, Hernandez, Ramirez, J. Rodriguez CPL. Diaz, Soto, Torres, Officer L. Hernandez, Bocanegra, J. Lopez, O. Lopez, J. Trevino, Flores and Campos.

**8. ORDINANCE/RESOLUTIONS: *Present, Discuss, Consider, and Possibly Take Action Regarding:***

**a. Ordinance # 2022-10 To rezone Grosshauser's Subdivision Lot 5 and 6, and the Est 3 Acres of Lot 4 from Class "N" Newly Annexed to Class "C-1" Apartment District; Applicant: Tiki Land Company (ACM)**

Mr. Ramirez addressed the Commission regarding the multi-family development and requesting a change in zone to apartment district. Commissioner Saldana motioned to approve. Mayor Pro-Tem Martinez seconded. At a question, Mr. Ramirez stated that more developments are to come and the street belongs to TxDOT. Mayor Montoya stated to meet with TxDOT. Mr. Ramirez stated that the developer does have to create the space for growth. Mayor Montoya stated the City needs to be prepared for growth and the city is looking into those aspects. Commissioner Howell asked if the City can make a recommendation for the exits on the subdivision. Mr. Ramirez stated they can meet with the agencies that make those decisions and provide them the cities recommendations. Upon a called vote, the motion passed unanimously.

**9. MANAGEMENT ITEM(S): *Present, Discuss, Consider, and Possibly Take Action Regarding:***

**a. The National Fitness Campaign (ACM)**

Mr. Ramirez stated the national fitness campaign promotes exercise in the community. BCBS is offering \$50K grant to assist and with the grant there is \$117K to \$137 still pending funding and EDC offered to pay for half of that. The workout area will be free equipment for the public. Commissioner Howell made a motion to postpone it for further research. Commissioner Howell amended his motion to approve. Commissioner Saldana seconded. Commissioner Howell stated that the parks currently have fitness equipment and feels that the funds could go to small businesses or schools and expressed the option of the City starting their own fitness campaign. Commissioner Saldana asked about the location of the equipment, if there are any funding partners, and the performance expectations. Mr. Ramirez stated they can look at other options and the location was either at the HEB park or the FEMA Dome. The National Fitness Campaign would like a response by mid-July. Mayor Pro-Tem Martinez stated to possibly put it in a neighborhood park and expressed his concerns with the campaign. Upon a called vote, the motion died.

**b. Approving the Paramedic Certification Program. (Fire Chief/State Rep)**

State Rep. Armando Martinez addressed the Commission about providing training for a paramedic certification. There are several entities that are going to a fire based EMS which Mercedes is already doing. There are about 20 students willing to participate. Half of the cost is being paid by County of Hidalgo. Knapp medical has purchased all of the books for the students. The City of Mercedes will be the training facility for these classes. Classes start August 2 and end January 26. Mayor Pro-Tem Martinez made a motion to approve. Commissioner Saldana seconded. Upon a called vote, the motion passed unanimously.

**c. Directing the City Manager to develop an Inflation/Recession Emergency Financial Plan (Comm Howell & Martinez)**

Commissioner Howell stated this is an update from the last meeting. This is a financial plan in place to help our citizens to avoid cutting services as much as possible. Commissioner Howell motioned to approve. Commissioner Garcia seconded. At a question, Mr. Perez stated the city will follow the auditors guidelines and will continue to look at budget, revenues and expenditures. Mr. Perez stated to look at the budget and not make unnecessary expenditures. At a question, Mr. Perez stated all the operating costs



would go up. He provided an example about not necessarily driving around when its not needed. Mayor Montoya stated that with inflation the community will stop making purchases, City needs to meet guidelines and the city cannot save when inflation occurs. Commissioner Saldana stated that in his experience, small business is the first hit, then larger business and then government and then the same for recovery. Mayor Montoya stated that the fund balance is important for the City and required. Upon a called vote, the motion passed unanimously.

**d. Directing City Manager to develop an RFP for Broadband Service (Comm Howell & Martinez)**

Mr. Perez stated that some citizens expressed their concern with having broadband service. Mr. Perez stated this would be to have access. The city will not provide services but will have the infrastructure available to have access to the services. Mr. Perez stated to identify the areas without service and those that need better services. Mayor Pro-Tem Martinez made a motion to approve. Commissioner Howell seconded. Upon a called vote, the motion passed unanimously.

**10. BIDS/CONTRACTS:** *Present, Discuss, Consider, and Possibly Take Action Regarding:*

**a. Directing City Manager and Legal to engage with Marco A. Arredondo, Inc for Energy Representative Services.(City Manager)**

Mayor Pro-Tem Martinez motioned to accepted item 10A. Commissioner Garcia seconded. Mayor Montoya asked a question. Mr. Arredondo stated there is a broker fee and as an engineering firm they provide in writing what they will do with that brokerage fee. He stated that they oversee project the city is working on and provide recommendations on lighting and energy saving. They review every bill to identify where energy is used and the potential savings and they also go out on the field to assess the areas that are costing the city monies. Mr. Arredondo stated they would do a monthly report on the cities electric bill. Upon a called vote, the motion passed unanimously.

**b. Approval of additional LaserLux Printer for the Police Department. (Int. Police Chief)**

Chief Sanchez stated that a second copier/printer is needed for CID use. Mayor Pro-Tem Martinez motioned to approve. Commissioner Saldana seconded. Upon a called vote, the motion passed unanimously.

**c. Approval of Memorandum of Understanding (MOU) Addendum between the Children's Advocacy Center of Hidalgo and Starr Counties and the Mercedes Police Department. (Int. Police Chief)**

Chief Sanchez stated the contract needs an updated name on the contract. Commissioner Howell motioned to approve. Mayor Pro-Tem Martinez seconded. Upon a called vote, the motion passed unanimously.

**11. Monthly Departmental Reports:**

- a. Police Department, Fire Department, Library, Finance, City Secretary/HR, Planning, Municipal Court  
Commissioner Saldana asked about the bee calls. Chief Campos stated that the Fire Department does respond to bee calls but if they are inside a structure they recommend an exterminator. Mr. Ramirez stated the count for the weedy lots are the calls that come in. Ms. Perez stated that the City is currently on budget. Mr. Hernandez stated animal control has picked up about 100 dogs. Loose dogs need to be reported. Mayor Montoya stated sales tax is doing well.

Mayor Montoya called the meeting to executive session at 8:00 P.M.

**12. 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. Discussion regarding Project V – Section 551.087 Texas Gov't Code Annotated – Economic Development.  
b. Consultation with Attorney regarding Police Department Building – Section 551.071  
c. Consultation with Attorney regarding contract renewals – Section 551.071  
d. Discussion regarding city business development projects – Section 551.087

Mayor Montoya called the meeting back to order at 10:05 P.M.

**13. OPEN SESSION:** *Discuss, Consider, and Possibly Take Action Regarding*

**a. Item A listed in executive session**

Mayor Pro-Tem Martinez made a motion to proceed as discussed in executive session. Commissioner Saldana seconded. Upon a called vote, the motion passed unanimously.

**b. Item B listed in executive session**

Commissioner Howell motion to approve the updated amount as discussed in executive session. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

**c. Item C listed in executive session**

Mayor Pro-Tem Martinez made a motion to proceed as discussed in executive. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

**d. Item D listed in executive session**

No action was taken.

**14. ADJOURNMENT**

Commissioner Saldana motioned to adjourned. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. The meeting adjourned at 10:07 P.M.

**AN ORDINANCE CHANGING THE CLASSIFICATION FOR ZONING PURPOSES OF THE FOLLOWING TRACT OF LAND: GROSSHAUSER'S SUBDIVISION LOT 5 AND 6, AND THE EAST 3 ACRES OF LOT 4, FROM "N" NEWLY ANNEXED TO CLASS "C" APARTMENT DISTRICT; PROVIDING FOR A SAVINGS AND REPEAL CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on the 21<sup>st</sup> day of June, 2022 a public hearing was held for the purpose of hearing any objections as to why: Grosshauser's Subdivision Lot 5 and 6, and the East 3 Acres of Lot 4, Mercedes, Hidalgo County, Texas, should be rezoned and classified as follows: from a Class "A" Newly Annexed to a Class "C" Apartment District.

**WHEREAS**, the City Commission at its Regular Meeting of June 21<sup>st</sup>, 2022, having considered the rezoning of the above-described property as listed in the foregoing section and having heard the pros and cons as to such rezoning request, is of the opinion that the aforementioned rezoning is in the best interest of the City of Mercedes, Texas.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS:**

**Section 1:** GROSSHAUSER'S SUBDIVISION LOT 5 AND 6, AND THE EAST 3 ACRES OF LOT 4, FROM "N" NEWLY ANNEXED TO CLASS "C" APARTMENT DISTRICT, Mercedes, Hidalgo County, Texas, should be rezoned and classified as follows: from a Class "N" Newly Annexed to a Class "B" Two Family Residence District.

**Section 2:** That the aforementioned rezoning of the above property be incorporated into the official map of the City of Mercedes, Texas by the City Planner of said City.

**Section 3:** That if any provision, section, subsection, phrase, paragraph, sentence, clause or portion of this Ordinance shall for any reason be declared invalid, such invalidity shall not affect the remaining provisions of this Ordinance or their application of persons or sets of circumstances and to this end, all provisions of this Ordinance or parts of Ordinances in conflict herewith are hereby repealed.

**Section 4:** This Ordinance shall become and be effective in accordance with the City Charter of the City of Mercedes, Texas and the laws of the State of Texas.

**PASSED, APPROVED AND ADOPTED ON FIRST READING THIS THE 21<sup>st</sup> DAY OF JUNE 2022.**

**PASSED, APPROVED AND ADOPTED ON SECOND READING THIS THE 5TH DAY OF JULY, 2022.**

**CITY OF MERCEDES**

**Oscar D. Montoya, Sr., Mayor**

**ATTEST:**

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**Joselynn Castillo**  
**City Secretary**

**APPROVED AS TO FORM:**

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**Martie Garcia Vela**  
**City Attorney**

ORDINANCE NO. 2020-11

8A

**AN ORDINANCE REPEALING ORDINANCE 2005-14 AND ORDINANCE NO. 2018-20 BY THE CITY COMMISSION OF THE CITY OF MERCEDES, DEFINING THE VARIOUS KINDS OF SOLID WASTE, THE MANNER AND WHERE IT MUST BE PLACED FOR COLLECTIONS; PROVIDING REGULATIONS FOR COLLECTING SAME AND PROHIBITING THE PLACING OF SOLID WASTE OR ANY ARTICLE OR MATERIAL IN THE STREETS AND ALLEYS OF THE CITY OF MERCEDES, PROVIDING FOR SERVICE CHARGES; PROHIBITING THE MEDDLING, SCATTERING CONTENTS, PILFERING OR JUNKING WITH GARBAGE CONTAINERS, TRASH OR RUBBISH RECEPTACLES, PROHIBITING THE COLLECTION OF GARBAGE, TRASH OR RUBBISH BY OTHER THAN CITY FORCES WITHIN THE CITY LIMITS; PRESCRIBING A PENALTY; PROVIDING A SAVINGS AND REPEAL CLAUSE; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Mercedes, Texas adopted Ordinance No. 2005-14 in order to establish minimum criteria and regulations for the orderly disposal, containment, and collection of trash and garbage generated from Mercedes' properties; and,

**WHEREAS**, the City of Mercedes, Texas adopted Ordinance No. 2018-20 to upgrade the aforementioned regulations to better serve the general public by not having, in certain circumstances, a seemingly continuous flow of trash onto the streets and other properties of Mercedes.

**NOW, THEREFORE, BE IT ORDAINED by the City of Mercedes, County of Hidalgo, State of Texas, that:**

**SECTION 1:** This Ordinance shall be known as the "Solid Waste Ordinance of the City of Mercedes". The word "premises" as used in this ordinance shall be taken to mean business houses, boarding houses, offices, theaters, hotels, restaurants, cafes, eating houses, tourist courts, apartments, sanitariums, rooming houses, schools, private residences, vacant lots and all other places within the city limits of the city of Mercedes, where garbage, trash or rubbish accumulates in ordinary quantities.

The various kinds of solid waste shall be defined as follows:

Kitchen garbage as used in this Ordinance is meant dry kitchen refuse, all meat, vegetable and fruit refuse, small dead animals and dead fowls from any premises within the city limits.

Dry kitchen refuse as used in this ordinance is mean the solids after the liquid or slop has been drained off.

Trash as used in this ordinance is meant paper of all kinds, rags, old clothing, paper containers, old rubber, boxes, barrels, crates, feathers, grass, tree limbs from any premise within the city limits.

Rubbish as used in this ordinance is meant tin cans, bottles, glass, scrapes or iron, tin, wire or any other metals from any premises within the city limits.

**SECTION 2:** It shall be the duty of every person, firm or corporation owning operating, leasing or renting any premises, or any place where “kitchen garbage” accumulates, to provide a portable garbage can and the daily accumulation of kitchen garbage and dry kitchen refuse shall be placed in this garbage can. It shall also be the duty of every person, firm, or corporation owning, managing operating, leasing or renting any premises to place garbage cans inside the curb line of the street at a place designated by the City or by any business designated or contracted by the City.

**SECTION 3:** Places of wholesale accumulation, such as killing and dressing plants for fowl, wholesale fruit and vegetable houses, storage and other places, where the daily accumulation of kitchen garbage, trash and rubbish is more than the ordinance quantities, are not included in the service furnished by the City.

**SECTION 4:** Heavy material such as brick, broken concrete, lumber, ashes, clinkers, cinders, dirt and plaster, sand or gravel, automobile frames, dead trees, and other bulky, heavy material shall be disposed at the expense of the owner, by the owner, at a place designated by the City.

**SECTION 5:** Manure from cow lots, horse stables, poultry yards, pigeon lofts, tires, and waste oils from garages or filling stations shall be disposed of at the expense of the party responsible for same, by that party, in accordance with applicable laws.

**SECTION 6:** There will be no collection of kitchen garbage, trash or rubbish where same is not prepared for collection and placed as designated by the terms of this failure to comply with this provision will be an offence and each day’s failure to comply will constitute a separate offense and referred to the Municipal court.

**SECTION 7:** The placing of kitchen garbage, trash or rubbish or any article, thing or material, in any street or alley which may constitute a traffic hazard within the city limits is prohibited.

**SECTION 8:** The meddling with garbage containers, trash or rubbish receptacles or any other way pilfering, scattering contents or junking in any alley or street within the city limits is prohibited.

**SECTION 9:** Garbage containers shall be kept in sanitary condition and closed tightly. The contents of all receptacles shall be so protected that the wind cannot blow out and scatter same over streets, alleys and premises of the city.



**SECTION 10:** Existing hotels, restaurants, cafes, boarding houses, apartments, and tourist camps, have made arrangements for daily collection of trash and general garbage from the solid waste company designated or authorized by the City. Charges for collection shall be made accordingly. The city declares that if it is discovered that should such private arrangements between the above business owners, landlords, or managers and the solid waste company not be sufficient due to consistently overflowing garbage containers, then the City's Health Officer in conjunction with the City Manager's Office, shall have the authority to upgrade the size and/or frequency of the Class I bin container, as described in Attachment "A" to more adequately serve the business owner, tenant(s), and the general public. In this regard and specifically for apartments, the following guideline may be considered in a 'round-up' assessment and in any combination to satisfactorily comply with the intent of this provision: every 4 apartments to have 1 six-yard bin collected three times a week; every 10 apartments to have 1 eight-yard bin collected three times a week; 40 apartments to have 3 six-yard binds collected three times a week. This schedule is a general guideline to more properly assess the garbage needs of the apartments, and is not necessarily a mandate. Finally, in a responsible effort to minimize the effect of the garbage's odor that will emanate to adjoining properties from such bins, the City's Health Official Shall have the delegated authority to relocate the bin or bins to location(s) that will be further distant to adjoining residential structures, and that will also be convenient for all occupants, tenants, and/or the city's solid waste collection company.

**SECTION 11:** There shall be charges, assessed and collected from each person, firm or corporation within the city limits. The following monthly service charges for garbage will be made in accordance with the attached "Schedule A":

After adoption of this ordinance each business or commercial house will be placed within one of the foregoing classes. The City manager may, from time to time, reclassify any or all business or commercial houses as in his option is just and necessary. The above charges shall be billed each month as a separate item on the water bill of all residences and business or commercial houses having a water meter, and shall be paid contemporaneously with said water bill, otherwise service will be discontinued. In cases where a residence or commercial house has no water meter, said charges shall be billed each month by United States Mail and shall be paid within 15 days from the date of such monthly bill, otherwise service will be discontinued. All sums of money collected hereunder shall go into the General Fund of the City.

**SECTION 12:** Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be fined in any sum not more than \$200.00 and each day such violation continues shall constitute a separate offense.

**SECTION 13:** The City Inspector and/or Code Enforcement Officer shall have the authority to issue a citation for violation of the terms and conditions of this Ordinance and any subsequent amendments, pursuant to Local Government Code, Chapter 54.

**SECTION 14:** That all ordinances, or parts of ordinances in conflict herewith are hereby repealed. That if any portion, section, subsection, phrase, sentence, or clause of this ordinance shall be declared invalid for any reason, such invalidity shall not affect the remaining provisions of this Ordinance or their applications to other persons or sets of circumstances, and to this end, all provisions of this Ordinance are declared to be severable.

**SECTION 15:** That this Ordinance shall become and be effective in accordance with the City Charter of the City of Mercedes, Texas and the laws of the State of Texas. Ordinance No. 2005-14 and Ordinance 2018-20 is expressly herewith repealed.

**PASSED AND APPROVED ON FIRST READING THIS THE 5<sup>TH</sup> DAY OF JULY, 2022.**

**PASSED, APPROVED AND ADOPTED ON SECOND READING THIS THE 19<sup>TH</sup> DAY OF JULY, 2022.**

\_\_\_\_\_  
Oscar D. Montoya Sr., Mayor

ATTEST:

\_\_\_\_\_  
Joselynn Castillo, City Secretary

\_\_\_\_\_  
Martie Garcia-Vela, City Attorney

## ATTACHMENT "A"

### SCHEDULE OF FEES

(Effective Date: 07/01/2022)

#### RESIDENTIAL

All permanent living units (Home, Trailer Homes, Apartments, etc.) Street, alley, or central complex pick-up service – Rate: \$11.50 per month per unit  
Additional containers shall be charged: \$4.00 per month

#### COMMERCIAL

##### **Class I**

Dumpster Bins – Businesses using dumpster bins will be charged on a monthly basis according to the fees below. Each business will select the dumpster size and pick-up frequency and sign an agreement to that affect.

BIN SIZE  YARDS	PICK UP FREQUENCY PER WEEK					
	1X	2X	3X	4X	5X	6X
3	\$102.69	\$185.70	\$269.67	\$352.46	\$435.66	\$522.78
4	\$119.86	\$215.52	\$311.46	\$408.98	\$503.35	\$598.67
6	\$153.75	\$275.19	\$398.59	\$528.30	\$644.61	\$766.43
8	\$186.10	\$326.97	\$484.13	\$632.92	\$778.01	\$924.14

##### **Class II**

Hand-held Small commercial – a monthly charge of nineteen dollars (\$19.00) for a single 96 gallon. Additional containers will be provided as needed, and an additional charge of \$15.57 per month per cart shall be paid. The containers will be picked up once a week.

**AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF MERCEDES DEFINING BRUSH, THE MANNER AND WHERE IT MUST BE PLACED FOR COLLECTION; PROVIDING REGULATIONS FOR COLLECTING SAME AND PROHIBITING THE PLACING OF BRUSH OR ANY ARTICLE OR MATERIAL IN THE STREETS AND ALLEYS OF THE CITY OF MERCEDES, PROVIDING FOR SERVICE CHARGES; PROHIBITING THE MEDDLING, SCATTERING CONTENTS, PILFERING OR JUNKING OF BRUSH AND TRASH, PROHIBITING THE COLLECTION OF BRUSH BY OTHER THAN THOSE DESIGNATED OR AUTHORIZED BY THE CITY WITHIN THE CITY LIMITS; PRESCRIBING A PENALTY; PROVIDING A SAVINGS AND REPEAL CLAUSE; PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS,**

**SECTION 1.** This Ordinance shall be known as the “Brush Ordinance of the City of Mercedes”. The word “premises” as used in this ordinance shall be taken to mean business houses, boarding houses, offices, theaters, hotels, trailer or mobile home parks, restaurants, cafes, eating houses, tourist courts, apartments, sanitariums, rooming houses, schools, private residences, vacant lots and all other places within the City limits of the City of Mercedes, where garbage, trash or rubbish accumulates in ordinary quantities.

Brush as used in this ordinance is meant tree limbs, grass clippings, tree trunks, and hedge cuttings from any premise within the city limits.

**SECTION 2.** It shall be the duty of every person, firm or corporation owning, managing, operating, leasing or renting any premises, or any place where brush accumulates, to place brush inside the curb line of the street at a place designated by the City or by any business designated or contracted by the City. It shall also be the duty of every person, firm or corporation owning, managing, operating, leasing or renting any premises to cut tree limbs not exceeding four (4) feet in length, cut tree trunks not exceed ~~eighty (80)~~ fifty (50) pounds. Leaves, grass and hedge clippings and cuttings are to be placed in plastic garbage bags.

**SECTION 3.** Materials such as brick, broken concrete, lumber, ash, clinkers, cinders, dirt and plaster, sand or gravel, automobile frames, dead trees, and other bulky, heavy material shall be disposed at the expense of the owner, by the owner, at a place designated by the City.

**SECTION 4.** There will be no collection of brush where same is not prepared for collection and placed as designated by the terms of this ordinance and failure to comply with this provision will be an offense and each day’s failure to comply will constitute a separate offense and referred to the Municipal Court. The brush shall be placed away from any water or gas meters.

**SECTION 5.** The placing of brush, rubbish, building material or any article, or thing in any street or alley which may constitute a traffic hazard within the city limits is prohibited.

**SECTION 6.** The meddling with brush or any other way pilfering, scattering contents or junking in any alley or street within the city limits is prohibited.

**SECTION 7.** Places of wholesale accumulation, such as killing and dressing plants for fowl, wholesale fruit and vegetable houses, storage and other places, where the accumulation of brush is more than the ordinary quantities, are not included in the service furnished by the City.

**SECTION 8.** In the business district and from hotels, restaurants, cafes, boarding houses, sanitariums, and tourist camps, additional collections will be made if arrangements for same are made through the company or business designated or authorized by the City.

Brush shall be prepared for collection to be made one time per month, the day of such collection to be announced by the designated official.

**SECTION 9.** There shall be charged, assessed and collected from each person, firm or corporation within the city limits. The following monthly service charges for brush will be made as follows.

#### **CHARGE FOR REMOVAL**

It is the express intent and purpose of this Ordinance to fairly, reasonably and equitably apportion the costs of the collection and removal of brush within the City Limits of Mercedes. In computing the charge made to any residence, duplex, triplex, apartment house, tenement house, or trailer court as unit, all apartments, tenements or trailers therein shall be deemed to be occupied unless the water meter serving the building is disconnected. In all cases, if a water meter is in the service, the house and all apartments or units served by that meter shall be deemed to be occupied.

~~RESIDENTIAL and Commercial:~~ The rate for residential ~~and commercial~~ service shall be \$4.50 per month.

COMMERCIAL: The rate for commercial service shall be \$7.00 per month.

APARTMENT HOUSES: The rate for apartments, where all apartments are on one meter shall be the same as the applicable residence rate, plus \$2.00 per month for each apartment unit in excess of one, whether or not all of such units are rented.

TRAILERS OR MOBILE HOME UNITS: The minimum charge for trailer or mobile home units shall be \$2.00 per month per active trailer space, whether the trailer thereon is occupied or unoccupied.

BUSINESS, PROPERTY, PREMISES, OR BUILDING NOT OTHERWISE CLASSIFIED OR COVERED: If any business, commercial institution, or property situated in Mercedes Shall not be specifically listed in any of the forgoing schedules, said business, institution, or property shall be classified and charged the rate of a like or similar business listed in said schedule. In the event a controversy arises as to the proper classification, the City Commission, after a hearing with the interested party, shall determine the classification and rate and said determination shall be final and conclusive.

The above charges shall be billed each month as a separate item on the water bill of all residence and business or commercial houses having a water meter, and shall be paid contemporaneously with said water bill, otherwise service will be discontinued. In cases where a residence or commercial house has no water meter, said charges shall be billed each month by United States Mail and shall be paid within 15 days from the date of such monthly bill, otherwise service will be discontinued. All sums of money collected hereunder shall go into the General Fund of the City.

**SECTION 10.** Construction Material – Construction material resulting from small remodeling projects may be disposed at the roll-off container as designated and authorized by the City. The person hauling the construction material shall comply with the policy established by the City pertaining thereto. Contractor's must contract directly with the company or business designated and authorized by the City. The City will not accept any hazardous materials.

**SECTION 11.** Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be fined in any sum not more than \$200.00 and each day such violation continues shall constitute a separate offense.

**SECTION 12.** That all ordinances, or parts of ordinances in conflict herewith are hereby repealed. That if any portion, section, subsection, phrase, sentence, or clause of this ordinance shall be declared invalid for any reason, such invalidity shall not affect the remaining provisions of this ordinance or their application to other persons or sets of circumstances, and, to this end, all provisions of this ordinance are declared to be severable.

**SECTION 13.** That this Ordinance shall become and be effective in accordance with the City Charter of the City of Mercedes, Texas, and the laws of the State of Texas. Ordinance 2006-17 is expressly repealed herewith.

**PASSED AND APPROVED ON FIRST READING THIS THE 5<sup>TH</sup> DAY OF JULY, 2022.**

**PASSED AND APPROVED ON SECOND READING THIS THE 19<sup>TH</sup> DAY OF JULY, 2022.**

\_\_\_\_\_  
Oscar D. Montoya Sr., Mayor

ATTEST:

\_\_\_\_\_  
Joselynn Castillo, City Secretary

\_\_\_\_\_  
Martie Garcia-Vela, City Attorney



**AN ORDINANCE AMENDING ORDINANCE 2022-06 BY THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS, UPDATING THE RE-READ FEES; ESTABLISHING PAYMENT ARRANGEMENTS; PROVIDING A LIMIT ON PAYMENT ARRANGEMENTS; PROVIDING FOR A SAVINGS AND REPEAL CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS:**

**SECTION 1:** Amending “Schedule D – Payment, Penalty for Late Payment; Termination of Service, NSF Charge” of Ordinance 2022-06 to read as follows:

All bills including water, sewer, refuse, and special assessments, will be due 15 calendar days from the date of issue of such bill. If payment is not received by said due date, a penalty of ten percent (10%) shall be added to the original amount. Should any account remain unpaid for seven (7) days past the due date, the customer shall be considered delinquent and services terminated without further notice. Customers must pay the full amount due for utility and garbage services before service is reconnected. No new utility accounts may be opened for a customer who has an outstanding delinquent account for utility services. Other services, such as building permit sales may be withheld until such time the utility account is paid in full. A \$25.00 fee will be charged to any account that is disconnected and an additional \$25.00 fee will be charged to reinstate the account, a total of \$50.00. After a customer has been disconnected, no one shall make a reconnection or obtain any water by any manner from the disconnected place, except by authorized employees of the Water Department. An NSF charge of Thirty Dollars (\$30.00) will be made to the customer’s account for each returned check. If a customer requests a reread of their meter, and the initial reading by the City is correct, there will be a ~~\$10.00~~ \$35.00 service call fee added to the customer’s current monthly bill.

It shall be unlawful for any person or firm not so authorized, to tamper, share, adjust, replace or misuse any water meter owned by the City of Mercedes. Any person in violation of this section shall be fined Five Hundred Dollars (\$500.00) plus any damages as a result of such tampering plus an administrative fee, and estimated rate loss. The City has the right to file criminal charges in court.

**SECTION 2.** Including a “Schedule G – Payment Arrangement and Failed Payment Arrangements” to Section 1 of Ordinance 2022-06 and to read as follows:

Payment arrangements must be made through the Utility Billing Department for any utility services. A payment arrangement may be requested at any time during the year; however, if an account has three failed arrangements in a twelve (12) month period, no more payment arrangements will be allowed and disconnection will commence.

**SECTION 3.** If any section, subsection, phrase, sentence, clause or provision of this ordinance shall be declared invalid for any reason, such invalidity shall not affect the remaining provisions of this Ordinance or their applications to other persons or sets of circumstances, and to this end, all provisions of this ordinance are declared to be severable and all ordinances or parts of ordinances regarding water and sewer rates, in conflict herewith are hereby repealed.

**SECTION 4.** This ordinance shall become and be effective in accordance with the City Charter of the City of Mercedes, Texas and the laws of the State of Texas.

**PASSED AND APPROVED ON FIRST READING, THIS THE 5<sup>TH</sup> DAY OF JULY, 2022.**

**PASSED, APPROVED AND ADOPTED ON SECOND READING, THIS THE 19<sup>TH</sup> DAY OF  
JULY, 2022**

\_\_\_\_\_  
Oscar D. Montoya Sr., Mayor

ATTEST:

\_\_\_\_\_  
Joselynn Castillo, City Secretary

\_\_\_\_\_  
Martie Garcia-Vela, City Attorney

ORDINANCE NO. 2022-14 8D

AN ORDINANCE SETTING THE SIZE OF THE BOARD AT SIX (6) AND APPOINTING FIVE (5) MEMBERS TO THE PREVIOUSLY ESTABLISHED BOARD OF DIRECTORS FOR TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF MERCEDES REDEVELOPMENT PROJECT

**WHEREAS**, the City Commissioners adopted Ordinance 2008-33, which created a Board of Directors for Tax Increment Reinvest Zone Number One consisting of not less than five (5) and not more than fifteen (15) members.

**THEREFORE; BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MERCEDES:**

The following members are hereby appointed to the Board of Directors for Tax Increment Reinvestment Zone Number One for a two (2) year term.

1. Oscar D. Montoya Sr., Mayor: Chairman
2. Jacob C. Howell, Commissioner Place 1
3. Armando Garcia, Commissioner Place 2
3. Joe Martinez, Commissioner Place 3
4. Ruben J. Saldana, Commissioner Place 4
5. To be reappointed Hidalgo County

**PASSED AND APPROVED this 5th day of July, 2022**

**PASSED, APPROVED AND ADOPTED this 19<sup>th</sup> day of July, 2022.**

ATTEST:

\_\_\_\_\_  
Oscar D. Montoya Sr., Mayor

\_\_\_\_\_  
Joselynn Castillo, City Secretary

\_\_\_\_\_  
Martie Garcia-Vela, City Attorney

CONSENT ITEM :

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**DATE:** June 29, 2022

**FROM:** City Manager

**ITEM:** Discussion and possible action to approve funds for the purchase of benches to be donated and placed at the resting place of the Uvalde Victims.

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**BACKGROUND INFORMATION:**

Proposal was provided by Ms. Sylvia Serrano. Each bench costs \$2,000.

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

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** Martie Garcia-Vela

**ATTACHMENTS:** N/A

**DRAFT MOTION:**

⏪ Reply all    ✓    🗑 Delete    🚫 Junk    Block    ...

(No subject)

MS    melissa serrano  
To: Sylvia Serrano

👍    ⏪    ⏩    ⏴    ⏵    ...

Tue 6/21/2022 4:04 PM

**CAUTION:** This email originated from outside South Texas College. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello good afternoon, Here is a list of some of students/teachers relatives, that I've been in communication with from the Uvalde,Tx tragedy.

They are as follows:

Amerie Jo Garza (black bench selected)  
Miranda Matis  
Alexandria Rubio (black bench selected)  
Eliana Garcia  
Jose Flores Jr (black bench selected)  
Rojelio Torres  
Teacher Eva Mireles (black bench selected)

I would also like to add that I have been able to also get in touch with some of the relatives of the other children affected by this event and they did tell me they would relay the message to their parents, and were really amazed that the RGV was doing this for them.

The total cost of each bench is:

Bench.                    \$2000  
Freight  
(One time fee).    \$700

(Donated by Al McCoy's)  
Engraving and laser and cost price  
Total per bench.    \$2,000

At the moment, we have 15 benches in stock and I have 7 in transit, and they should be arriving soon. These benches are all in black, I also have grey instock but based off of what parents are choosing is black. So far I have gotten confirmation from four parents already.

[Sent from Yahoo Mail for iPhone](#)

**AGENDA ITEM NO. 1B**

**CONSENT ITEM :**

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**DATE:** June 29, 2022  
**FROM:** Howell-Martinez  
**ITEM:** Management Items

Discussion and approval to direct City Manager to research and provide estimates for the construction of a water splash park.

Howell/Martinez

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**BACKGROUND INFORMATION:**

A water splash park would improve the quality of life for residents of Mercedes.

**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:** June 29, 2022

**FROM:** Commissioner Saldana and Commissioner Garcia

**ITEM:** Discussion and Approval to set City and Departmental Goals with FY23 Budget

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**BACKGROUND INFORMATION:** This agenda item will serve to direct City Manager to work with Department Heads in establishing goals for the upcoming year. Goals should be measurable, ambitious but realistic, and should include at least one goal related to customer satisfaction. These should encompass overarching goals for the City along with goals each department will develop to advance these goals.

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

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A



June 7, 2022

Mr. Albert Perez  
City Manager  
City of Mercedes  
400 South Ohio  
Mercedes, Texas 78570

**Subject: Contract Renewal for Higher Education Training and Workforce Development Skills for Mercedes Residents**  
**Request for FY 2022-2023: \$50,000.00 Benchmark 10**

Dear Mr. Perez,

First and foremost, thank you very much for the continued partnership between the City of Mercedes and VIDA to provide financial assistance and support services to economically disadvantaged Mercedes residents to achieve career success. This partnership ensures Mercedes residents have equitable education and workforce development opportunities in target demand occupations. With your continued support, we are in a unique position to provide much needed services to our underserved demographic as we continue to recover from the long-term effects of a global pandemic. As you commence the arduous work of budget review, we have prepared information that will assist in the process. Enclosed please find:

- City of Mercedes Progress Report year to date for current funding.
- VIDA's 2021 Annual Report
- VIDA's FY 20-21: Closing Annual Summary: 464 Valley residents were served during FY 20-21 with an average income after graduation of **\$45,614.40** per year with benefits.

A recent Economic Impact Study conducted by UTRGV demonstrates that VIDA's work has a positive incremental economic impact in the Rio Grande Valley. The study reports that for every \$1 invested in VIDA and its participants, there is a **\$14.74** return on investment to the communities that we serve. **This translates to a return on the community's investment of \$29.6 million dollars in additional jobs, income, taxes and output in the local economy.**

VIDA is proud to report that the benchmark of individuals served under the current contract was exceeded. This is only possible through the leveraging of County, State and private funding. Your commitment to empowering our at risk youth and adult learners demographic with the necessary resources and tools to break the cycle of poverty and pave the way to self-sufficiency is critical for enhancing employment opportunities and responding to the needs of local industry. **VIDA respectfully requests an increased investment from \$20,000 to \$50,000 to serve 10 Mercedes residents in FY 22-23 and have the opportunity to expand our outreach and impact.** We look forward to continuing the work that we do in partnership with the City of Mercedes to impact sustainable economic growth in the region...one VIDA at a time.

Respectfully,

Felida Villarreal, CPA  
Executive Director

Enclosures: Progress Report, Annual Summary

417 SOUTH OHIO AVE. | MERCEDES, TEXAS 78570 | PHONE: (956) 903-1900

[www.vidacareers.org](http://www.vidacareers.org)

## VIDA - City of Mercedes

Average Salary Reported in Mercedes Upon Graduation

**\$55,473.00** as of June 1, 2022

### FY 2021-2022

#### At a Glance

44% Between Age of 25-50  
44% Female  
100% Unemployed, Underemployed  
Low Income or on Public Assistance  
22% Single Parents  
33% Two Dependent children or  
more in household

### CREDENTIAL ANALYSIS

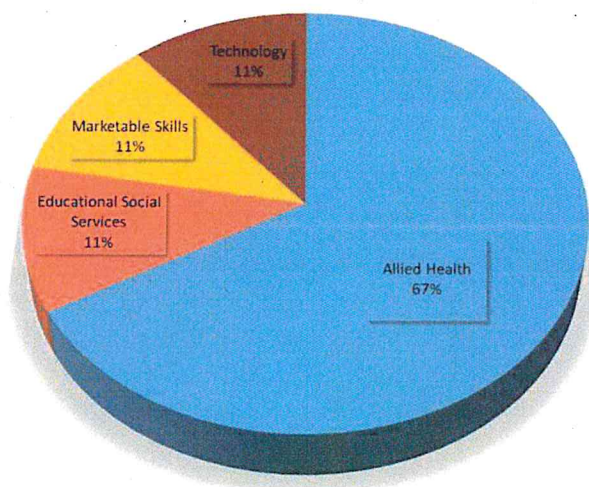
#### Graduates/Completers

Specialized Trades	Certificate	Associates	Bachelors
0%	33%	67%	0%

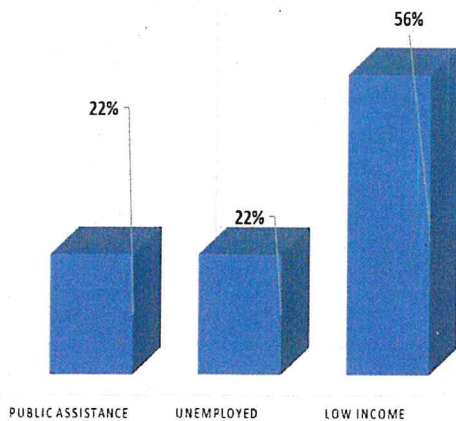
#### Active Students

Specialized Trades	Certificate	Associates	Bachelors
17%	17%	49%	17%

### PROGRAM OF STUDY (BY INDUSTRY)

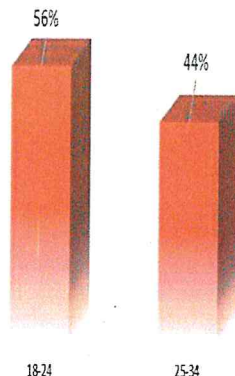


### FINANCIAL ELIGIBILITY



Some participants meet more than one eligibility factor

### PARTICIPANT AGE



Benchmark= 4

Total Served = 9

**Persistence = 100%**

For every \$1 invested in VIDA's program, there is a return of **\$14.74** to the communities we serve

(Economic Impact Study 2020 - University of Texas-Rio Grande Valley, Data & Information Systems Center)





Valley Initiative for Development and Advancement

FY2020 - 2021

## 464 Economically Disadvantaged Adults Served

Average Salary Reported Upon Graduation

**\$45,614.40** as of September 30, 2021

### FY 2020-2021

#### At a Glance

56% Between Age of 25-50  
61% Female  
100% Unemployed, Underemployed  
Low Income or on Public Assistance  
29% Single Parents  
39% Two Dependent children or more in household

### CREDENTIAL ANALYSIS

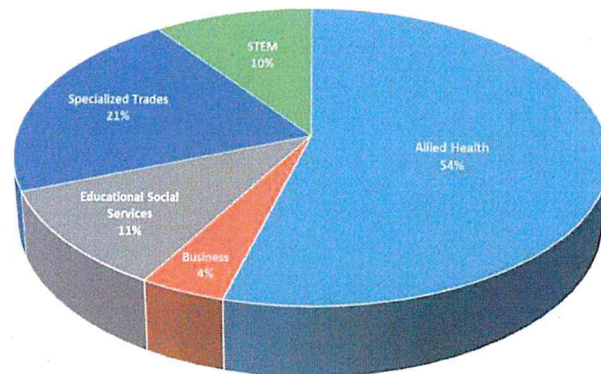
#### Graduates/Completers

Specialized Trades	Certificate	Associates	Bachelors
6%	32%	53%	9%

#### Active Students

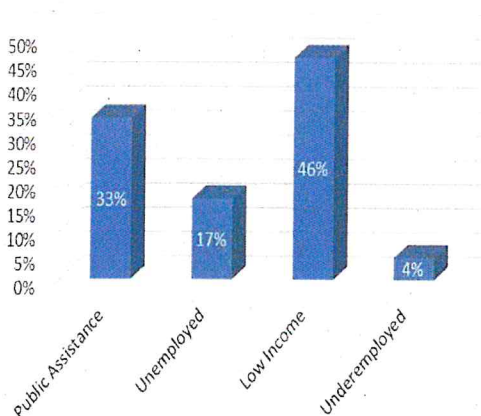
Specialized Trades	Certificate	Associates	Bachelors
19%	16%	54%	11%

PROGRAM OF STUDY (BY INDUSTRY)



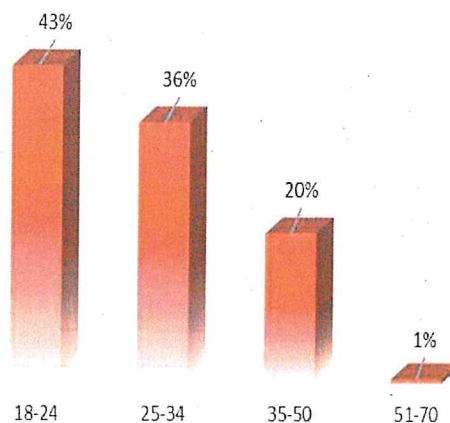
• Allied Health • Business • Educational Social Services • Marketable Skills • Specialized Trades • STEM • Technology

### Financial Eligibility



Some participants meet more than one eligibility factor

### PARTICIPANT AGE



**Persistence = 93%**

**Total Served = 464**

For every one dollar invested in the program, there is a return of **\$14.74** to the communities we serve

(Economic Impact Study 2020 - University of Texas-Rio Grande Valley, Data & Information Systems Center)

# 2021

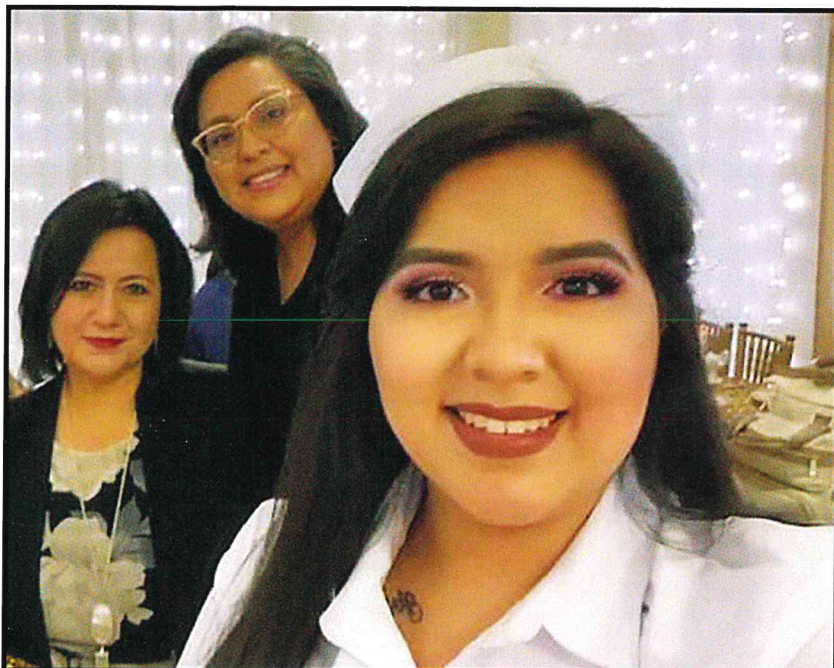
## ANNUAL REPORT



Valley Initiative for Development and Advancement

IMPACTING SUSTAINABLE  
ECONOMIC GROWTH  
IN THE REGION...  
ONE VIDA AT A TIME





## THERE ARE NO ACCIDENTS

**B**ecause VIDA has been changing lives in the Rio Grande Valley for more than a quarter of a century, the chances of having an encounter with a VIDA graduate is high, especially in health-care facilities and other high-demand industries. But this one in August 2021, as told by Priscilla Alvarez, VIDA's executive director, took "VIDA Graduate Encounter" to an entirely new level.

"As I'm getting prepped for surgery at Cornerstone Regional Hospital in Edinburg, I am soaking in my nurse's confidence as she interviews me and prepares me for my pre-op meds. I casually ask her if she's ever heard of VIDA, and her response was THE best! She said VIDA helped her get through school. She was a single parent on food stamps with lots of other barriers. We helped her get her ADN. Then she went on to get her BSN and is now contemplating her MSN."

This nurse, who prefers to remain anonymous, called Christina Ramirez in the room to assist her. It turns out Christina was a VIDA participant, too, and she went on and on about how important VIDA was to her success.

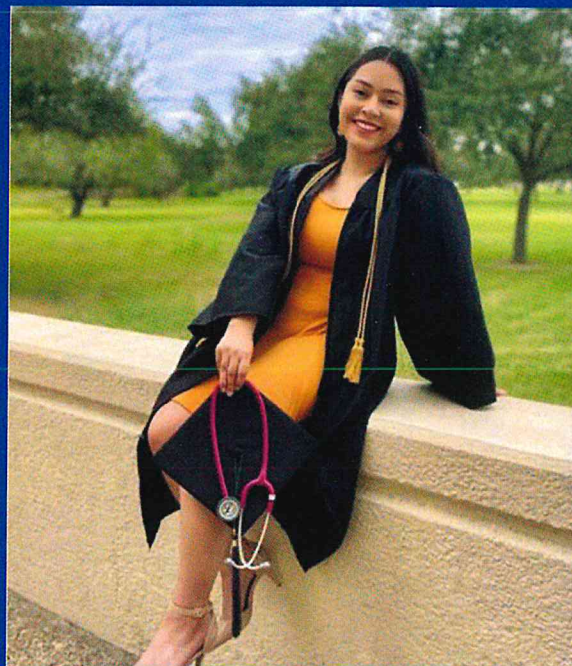
**AND THERE'S MORE! CHRIS' SISTER, BASILIA LÓPEZ, WAS ALSO A VIDA PARTICIPANT, AND LAST MAY, CHRIS' DAUGHTER, SARA, ANOTHER VIDA PARTICIPANT, GRADUATED.**

VIDA is the Spanish word for "life." This organization is committed to changing the lives of all those who enter our doors.

There are no accidents, and each of these encounters is a source of motivation for what we do each day.



PRISCILLA DINNA ALVAREZ

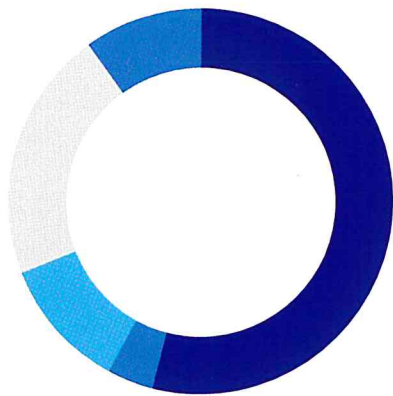


## ANNABEL RODRIGUEZ

Annabel Rodriguez a single 23-year-old female from Elsa, single, no children, living with parents and siblings at a household of 6. Annabel's mother works as a health care provider for her grandmother and father is retired on social security benefits. The family at the time of application fell below the OMB income guidelines to qualify her for VIDA assistance. Annabel graduated with her LVN degree in Fall 2020 and transitioned to the A.D.N. degree right away and is scheduled to graduate this Spring 2022.

Annabel states, "VIDA welcomed me with open arms and provided me with moral and financial support that has tremendously enabled me to continue my education. I will be the first generation in my family to graduate college. I was assigned to a counselor who I met with weekly to discuss my progress and concerns. It was something that kept me going when the vocational nursing program was getting quite tough. I also graciously received funding from VIDA that allowed me to purchase all of my school supplies, which I would not have been able to afford on my own. These supplies included my uniforms, shoes, stethoscope, blood pressure cuff, penlight, backpack, and textbooks, etc. All in all, VIDAs support made my enrollment in my program go much smoother and I am very grateful to them. After graduation I will be able to sit for my NCLEX-PN exam and hopefully pass and become an LVN. I will be in a field I love and better able to financially support my family and myself."

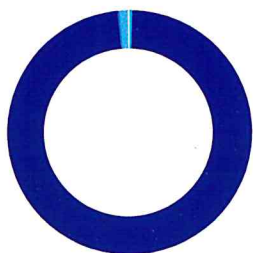




## PROGRAMS OF STUDY BY INDUSTRY

Program	Number of Participants	Percentage
Allied Health	251	54%
Business	19	4%
Educational/Social Services	50	11%
Special Trades	98	21%
STEM	46	10%
Total	464	100%

**RETURN ON INVESTMENT FOR EVERY  
DOLLAR SPENT: \$14.74\***



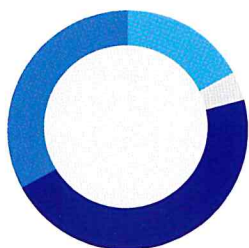
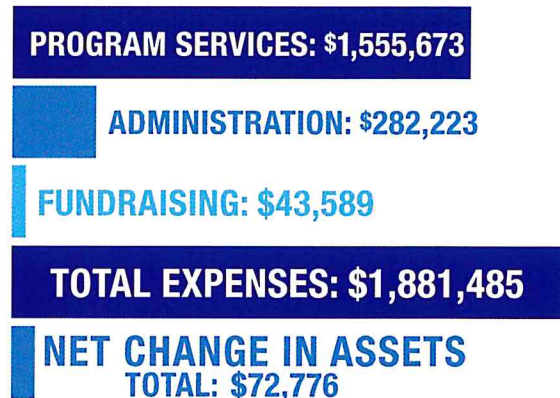
## RACE/ETHNICITY

ASIAN	1	0.22%
AFRICAN AMERICAN	1	0.22%
HISPANIC	455	98.06%
PACIFIC ISLANDER	1	0.22%
WHITE	6	1.29%
TOTAL	464	100.00%

## REVENUE:



## EXPENSES:



## PERCENTAGE UNEMPLOYED/LOW INCOME/ON PUBLIC ASSISTANCE

UNEMPLOYED	17%
UNDEREMPLOYED	4%
LOW INCOME	46%
ON PUBLIC ASSISTANCE	33%

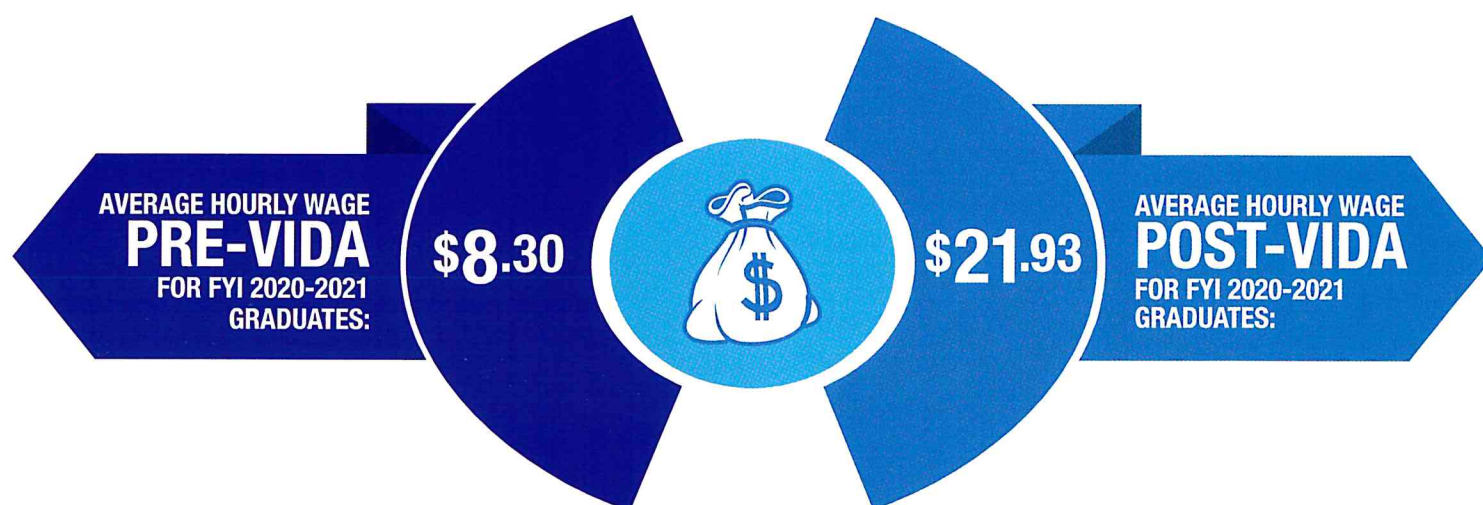


# RIO GRANDE VALLEY COMMUNITY PROFILE

While the Rio Grande Valley is home to foreign trade zones, the new SpaceX Boca Chica Launch Site in Brownville, and a developing liquefied natural gas exporting industry, it is also one of the poorest regions in the country. In fact, January 2, 2020, 24/7 Wall St., LLC, published "The Poorest County in Every State" by Samuel Stebbins. Stebbins identified Starr County, one of four counties that comprise the Rio Grande Valley, as the poorest county in Texas, based on these figures:

- Median household income: \$29,294 (state: \$59,570)
- Poverty rate: 35.3% (state: 15.5%)
- Oct. 2019 unemployment: 9.6% (state: 3.4%)
- Adults with a bachelor's degree: 10.3% (state: 29.3%)

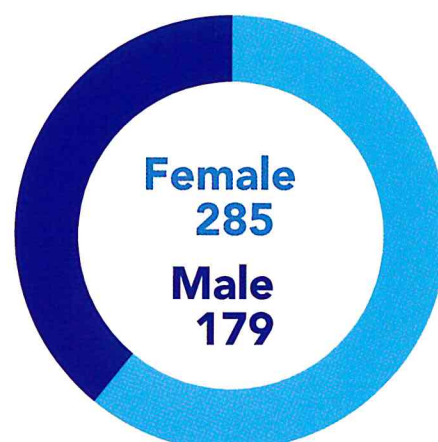
A glimpse of the Rio Grande Valley Community Profile clearly illustrates the need for VIDA.



\* Based on Economic Impact Study 2021 by UTRGV Data and Information Systems Center

## FY 2020-2021 PARTICIPANTS

Average Age of Participants: 28  
 Percentage with Two or More Children in the Household: 39%  
 Percentage Single Parents: 29%  
 Percentage Veterans: 5%







**VIDA 2021 STAR COMMUNITY PARTNER AWARD:**  
Valley Interfaith

**VIDA 2021 STAR INNOVATOR AWARD:**  
City of Pharr Mayor Ambrosio Hernandez, M.D.

**VIDA 2021 STAR EMPLOYER PARTNER AWARD:**  
Doctors Hospital at Renaissance

**VIDA 2021 STAR ALUMNI:**  
Daniel Morales and Margarita Olvera

Regardless of how many hours we invested into planning the gala, it would not have been possible without our generous sponsors, listed below, and all of those who provided fabulous items for our silent auction.

**CHAMPION LEVEL**

Socialife Magazine  
Valley Baptist Medical Center Brownsville

**COMMUNITY LEVEL**

Atlas Hall & Rodriguez  
Falcon Bank  
Pharr Economic Development Corporation  
RGV Focus  
Rhodes Development/Esperanza Homes  
South Texas College

**INNOVATIVE LEVEL**

Tony & Linda Aguirre  
Bert Ogden Rio Grande Valley  
DHR Health  
Lone Star National Bank  
Robert & Margaret McAllen  
Noble Charities  
Rio Grande Regional Hospital  
UTRGV/UT Health

**GRASSROOTS LEVEL**

Brisky & Perez Insurance  
Decibel Communications  
Freese and Nichols  
Frost Bank  
Security Service Federal Credit Union  
The Monitor  
Valley Interfaith  
Valley Regional Medical Center

*Definitely a  
night to remember!  
Here's to many more!*



# THE NEED FOR VIDA

December 3, 2020, Samuel Stebbins published "Cities With the Worst COVID-19 Unemployment Crisis Right Now" on the 24/7 Wall St. website. He begins this piece with, "After HIV/AIDS, COVID-19 is the deadliest pandemic the world has faced in over a century. And in the United States, the virus has ushered in an economic crisis of a scale not seen since the Great Depression."

Stebbins goes on to explain that 24/7 Wall St. identified cities across America with double-digit unemployment, based on their September 2020 unemployment rate reported by the Bureau of Labor Statistics.

Stebbins ends his introduction to the list with this: "Many of the metro areas with double-digit unemployment are also home to large populations living below the poverty line. In these areas, the rapid evaporation of jobs has added further financial strain on households that were already struggling."

It was no surprise to the VIDA staff that the areas we serve were ranked in this report.

## #11 ON THE LIST: MCALLEN-EDINBURG-MISSION, TX (HIDALGO COUNTY)

- > Sept. 2020 unemployment rate: 13.0%
- > 1 yr. employment change: -5.4%
- > Largest industry: Education and health services (29.8% of local jobs)
- > Population: 868,707

The McAllen-Edinburg-Mission, Texas, metro area shed a total of 14,500 jobs in the past year, equal to over 5% of its total labor force. Due in large part to job losses in manufacturing, mining and construction and leisure and hospitality, the metro area's September unemployment rate was 13.0%, well above the 7.9% U.S. rate.

The area is already struggling with high poverty, and the job losses are putting even more residents at risk of serious financial hardship. An estimated 27.3% of McAllen metro area residents live below the poverty line, the highest poverty rate of any metro area in the country and more than double the 12.3% national poverty rate.

## #23 ON THE LIST: BROWNSVILLE-HARLINGEN, TX (CAMERON COUNTY)

- > Sept. 2020 unemployment rate: 11.2%
- > 1 yr. employment change: -6.1%
- > Largest industry: Education and health services (29.3% of local jobs)
- > Population: 423,163

The Brownsville-Harlingen metro area, the southernmost in Texas, has a near nation-leading 11.2% unemployment rate. Over the past year, due in large part to the economic fallout from the COVID-19 pandemic, the area shed nearly 9,000 jobs, and the September 2019 unemployment rate of 5.5% more than doubled.

The industries hit hardest in the area were leisure and hospitality, which reported an 18.1% employment decline, and information, which shed about 14.3% of its workers.

Source: <https://247wallst.com/special-report/2020/12/03/cities-with-the-worst-covid-19-unemployment-crisis-right-now-2/2/>

## EDUCATION

Percentage of Adults with a Bachelor's Degree

TEXAS

19.5%

CAMERON CO.

12.1%

HIDALGO CO.

13.2%

STAR CO.

7.1%

## MEDIAN HOUSEHOLD INCOME

TEXAS

\$61,874

CAMERON CO.

\$45,883

HIDALGO CO.

\$45,250

STAR CO.

\$33,515

## POVERTY RATE

TEXAS

13.7%

CAMERON CO.

28.9%

HIDALGO CO.

29.7%

STAR CO.

34.7%

## UNEMPLOYMENT RATE

October 2020

TEXAS

6.9%

CAMERON CO.

9.3%

HIDALGO CO.

10.4%

STAR CO.

15.4%

SOURCE: U.S. CENSUS BUREAU 2020





## ADDRESSING ESSENTIAL NEEDS IN THE RIO GRANDE VALLEY

**O**ne year ago, VIDA launched its Craft Trades Initiative, training commercial electricians. It was both a challenging and an exciting year for the Commercial Electrician Program.

In 16 months, at a time when every aspect of our community faced adversity brought on by COVID-19, VIDA established a cohort of 70 commercial electricians from across the Rio Grande Valley. With so much uncertainty, waiting around was not an option; acquiring a new skill was the only way forward for so many people in our region.

The construction industry was identified as an “essential” industry, and many people, now unemployed, needed to put food on the table. It was not easy to start a training program in the middle of COVID; there were still so many unknowns. But VIDA has never been known for doing what’s easy; we are known for addressing the needs of the people and the industries in our region. Today, we can boast a Commercial Electrician Level 1 graduation rate of 85% for this cohort; all graduates were placed with local commercial contractors. They are now certified under the National Center for Construction Education and Research (NCCER), a globally recognized credential. They have also gotten OSHA 10 certified and have completed 63 hours of the National Electrical Code® book.

During their training, these students learned electrical theory and wiring code and how to wire three-way and four-way switches, bend conduit pipe around obstacles, read an electrical panel, read blueprints, and use a multi-meter. Now these students make, on average, \$18 an hour.

They went from being laid off, not knowing where to turn, to enjoying a much brighter future.

“It has been exciting for all of us at VIDA to see these students starting their career as electricians, an industry poised for exponential growth,” said Sid Ramos, VIDA workforce development manager. “You see the confidence in their faces every day when they come to class. There is purpose in their eyes as they look toward the future. There is nothing better than giving people the opportunity to learn a skill that will serve them for the rest of their lives. As the old adage goes, ‘Give a man a fish, and he will feed himself for a day, but teach a man how to fish, and he will feed himself for the rest of his life.’”

This holds true for men and women of all ages, and VIDA’s mission is to continue teaching our participants how to “fish.”

**NOTE: IN OCTOBER 2021, LEVEL 2 TRAINING FOR THIS COHORT’S FOUR-YEAR PROGRAM BEGAN. WE CONTINUE TO BE INSPIRED BY THEIR PROFESSIONAL GROWTH, PRIDE, AND SUCCESS.**

## STRUCTURAL WELDING PROGRAM ALLOWS GRADUATE TO SOAR WITH SPACEX

After Manuel Reta graduated from Pace High School in Brownsville, he worked in positions that did not require a certificate or degree—in call centers, for a cable company, and at the Port of Brownsville. Reta did not have the qualifications needed to work in industries that pay higher salaries, and he struggled to make ends meet. And it only went downhill from there.

During the pandemic, Reta was laid off. Now unemployed, he relied on Supplemental Nutrition Assistance Program (SNAP) benefits to pay for food. Reta knew he needed to earn a marketable skill in a high-demand field to change the course of his life.

One day, as he scrolled on Facebook, Reta saw a post about VIDA. As he read on, “structural welding” piqued his interest. While working at the Port of Brownsville, Reta saw, firsthand, the work of skilled welders. Knowing SpaceX “landed” Starbase, its private rocket-production facility, test site, and spaceport, on Boca Chica Beach (approximately 20 miles east of Brownsville), Reta saw a clear career opportunity and a way to provide a much better life for himself, his wife, and their baby son.

VIDA formed a partnership with Super Welders Academy, LLC, in Brownsville, the Texas Workforce Commission, and NEXDEC Industries, a welding and fabrication company in Brownsville, to provide a Structural Welding Program. Upon completion of the five-week course, students earn certification as structural welders from Jesus Hernandez, lead instructor at Super Welders Academy and a certified welder inspector, and are guaranteed employment with NEXDEC. Despite having no welding experience, Reta developed the skills quickly, completed the course, and accepted a position with NEXDEC.

“Welding has always been something I wanted to do, and I have known it pays well,” said Reta. “With VIDA’s help, I am now certified as a structural welder.”

SpaceX contracted NEXDEC, and Reta found himself working at the site he envisioned during his unemployment. After one month, a SpaceX administrator offered Reta a job with the aerospace company as a launch pad technician, allowing him to continue to hone his structural-welding skills.

“As a launch pad technician, I play many roles,” Reta explained, “but my ground level-skill is welder. Rocketry is not a cookie-cutter thing; one day the team may be installing pipes, wires, or equipment or trenching, or I can get called to weld. It just depends on the day.”

This new career path has allowed Reta to soar, and he is quick to acknowledge the role VIDA played in helping him live his dream.

“Without this skill and certificate, I wouldn’t have had this opportunity of working at Space X,” he said. “Without the assistance from VIDA in paying for my welding training, I would not have had this opportunity. The training has given me direction in a career that has a lot of opportunity, and thanks to VIDA, the future looks good for me and my family.”





## OUR PHILOSOPHY

Sustainability is at the heart of VIDA's philosophy. Relentless focus to promote socioeconomic development across the Rio Grande Valley by expanding accessibility to career-training programs is key. VIDA is a proven model for success, graduating participants in targeted demand occupations with competitive wages. The ultimate goal is not job placement but rather job retention because workforce retention develops a community comprised of self-sufficient taxpayers representative of human-capital investment. VIDA's graduates not only help the families they support and the businesses that employ them, but transitioning from unemployment and public assistance to self-sufficiency helps the overall growth of our community.

## OUR MISSION

VIDA's mission is to formulate new institutional relationships in the Rio Grande Valley that simultaneously address employers' needs for skilled workers and prepare the area's unemployed and underemployed residents for high-skill, high-wage jobs identified in the region.

## OUR UNIQUE SERVICE STRATEGY

VIDA's unique program model is at the core of its success, demonstrated by an average 93 percent persistence rate for participants enrolled in career-training programs. Our career counselors work diligently with all participants on an individual basis to address social and economic barriers that historically prevent our underserved demographic from successfully graduating with an industry-recognized credential or degree. Financial struggles, family responsibilities, life stressors, and time management represent a few of the topics addressed during weekly counseling sessions. In addition, VIDA counselors infuse group sessions with soft-skills training, such as resume building, interview preparation, financial management, and effective study skills. Guest speakers are invited to speak to our participants about retirement planning, investments, and personal budgeting, among many other lifelong elements for professional success.

VIDA recognizes that financial barriers for our participants go beyond the inability to sustain the cost of tuition. Because of the invaluable support from local and state governments, as well as private foundations and individual donors, VIDA is able to facilitate accessibility to higher education by subsidizing high academic costs. These wrap-around services, combined with training through our strong partnerships with educational institutions in the Rio Grande Valley, equip VIDA participants with the knowledge, skills, support, and commitment necessary to enter--and excel in--the workforce.

"The Valley Initiative for Development and Advancement (VIDA)...connects under- and unemployed individuals with certificate and degree programs in high-growth sectors where jobs offer living wages, benefits, and opportunities for professional advancement. VIDA serves a primarily Latino population in four Lower Rio Grande Valley counties that rank among the poorest in the nation."

~Robert Ek, "Bridging the Divide from Jobs to Careers through Education," senior policy associate at American Public Human Services Association (APHSA), April 2012

**PRISCILLA DINN ALVAREZ**  
Executive Director

**FELIDA VILLARREAL**  
Deputy Executive Director

**IRMA GARCIA**  
Compliance/Program  
Services Manager

**ISIDRO "SID" RAMOS**  
Workforce Development Manager

**LESLLY BLANCAS**  
Case Manager/Career Counselor

**SAN JUANITA SANCHEZ**  
Case Manager/Career Counselor

**STEPHANIE FLOREZ**  
Case Manager/Career Counselor

**HONESTY MARTINEZ**  
Systems/Reporting Specialist

**JOANNA DELGADO**  
Accounting Support Specialist

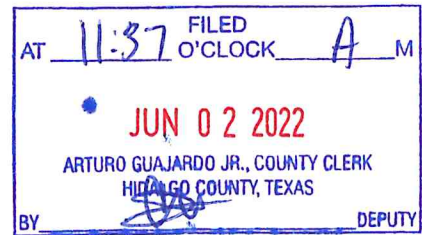
**MARY LOU SAENZ**  
Outreach/Program Specialist

**VCHRISTIE CANTU**  
Community Engagement Liaison

VIDA STAFF



105



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 3rd day of May, 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.**

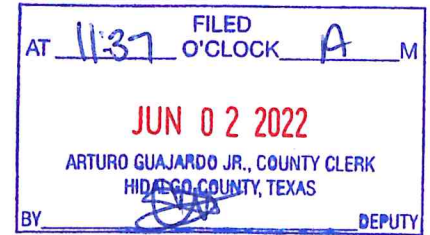
16. **Immunities.** It is expressly understood and agreed that, in the execution of this agreement, neither the City nor County waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and 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]

STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO   §



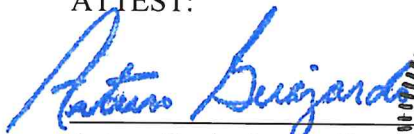
**APPROVAL OF  
INTERLOCAL COOPERATION AGREEMENT  
PROJECT**


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

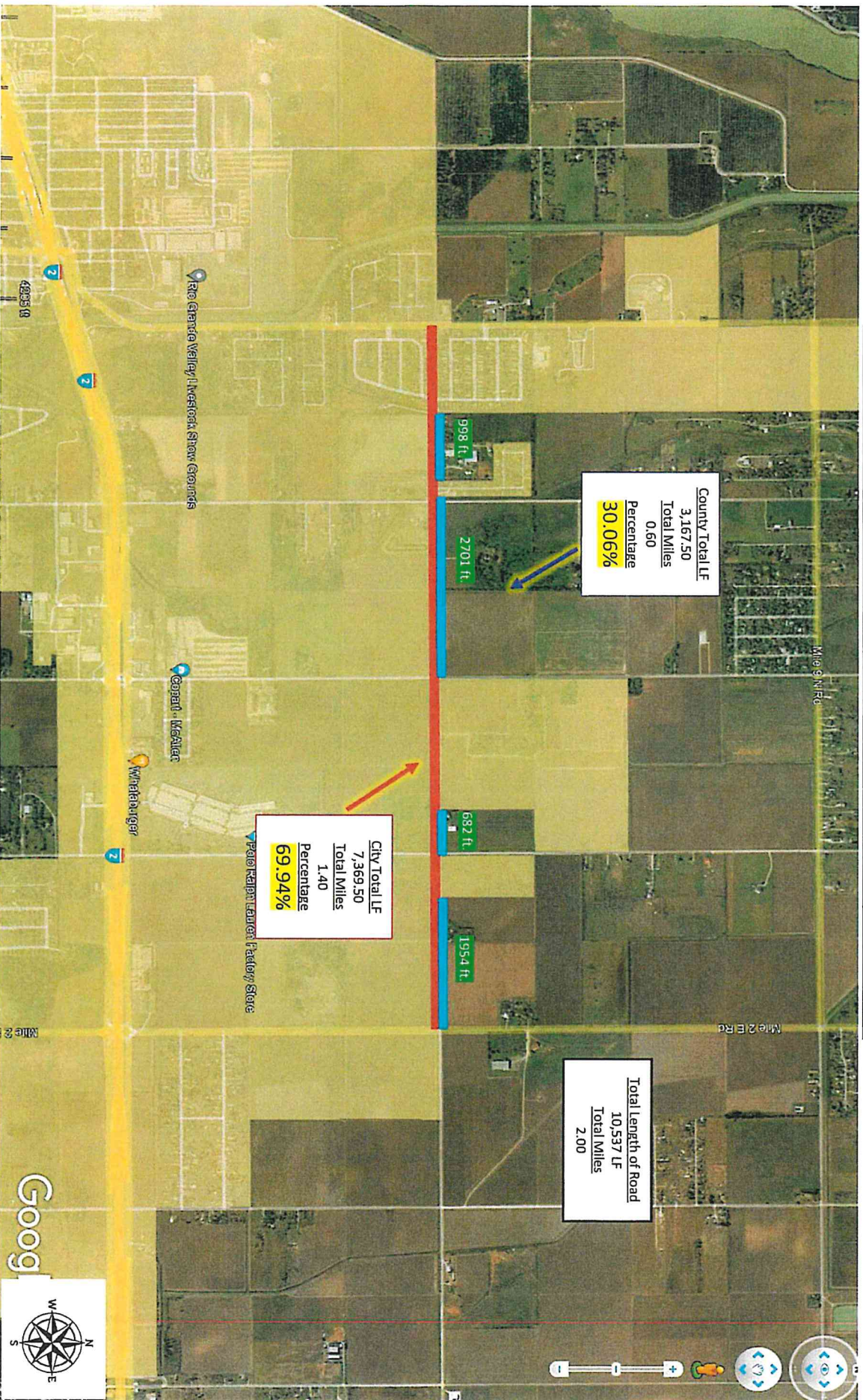
APPROVED BY  
COMMISSIONERS COURT  
ON:  5/3/22

## **Exhibit A**

### *Mile 8 Rd. Improvements Project map*



# Mile 8 N (FM491 to Mile 2 E) Mercedes





## **Exhibit B**

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

**Cost Estimate-Material**  
**Hidalgo County Precinct No. 1**  
**Mile 8 N (FM491 to Mile 2 E)**  
**Full Re-Construction (10,505 Total LF)**  
**Estimator: Luis Diaz**  
**Date: 03/22/2022**



Cost Estimate for a 22' Edge to Edge Roadway Improvements					
Item	Est. Qty	Unit	Item Description	Unit Price in Figures	Total Extension in Figures
<b>Materials</b>					
1	3,107	Tons	2" HMA (Type "D")	\$74.30	\$230,850.10
2	6,610	Tons	Caliche	\$3.85	\$25,448.50
3	15	LF	15" Corrugated Pipes	\$177.60	\$2,664.00
4	10	LF	18" Corrugated Pipes	\$234.20	\$2,342.00
5	28	LF	18" RCP Pipes	\$1,417.20	\$39,681.60
6	80	Gal	EN1	\$90.00	\$7,200.00
7	2500	Gal	SS1 Oil	\$2.68	\$6,700.00
<b>Total:</b>				<b>\$314,886.20</b>	

30% - Hidalgo Pct. 1                      \$94,465.86  
70% - City of Mercedes                  \$220,420.34  
   **\$314,886.20**

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Director of Operations Manager

\_\_\_\_\_  
Director of Administrative Operations

\_\_\_\_\_  
Project Manager

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

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

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

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

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

COUNTY OF HIDALGO, TEXAS

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

ATTEST:

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



APPROVED BY  
COMMISSIONERS COURT  
ON: 5/3/22 BHS

CITY OF MERCEDES

BY: Oscar D. Montoya Sr.  
Oscar D. Montoya Sr., Mayor

ATTEST:

BY: Joselynn Castillo  
Joselynn Castillo, City Secretary

Approved by the Hidalgo County Commissioner's Court on 5/3/22.

APPROVED AS TO FORM:

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

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

**CONSENT ITEM : NO**

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**DATE:** July 5, 2022**FROM:** Joaquin Hernandez Jr., Public Works Director**ITEM:** Discussion and Possible Action on Request to Re-Advertise for Bids for the City Hall TPO Roof

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**BACKGROUND INFORMATION:** Public Works had advertised the replacement of the City Hall roof; the bids are higher than the amount that was budgeted. It is recommended that the bid be re-advertised and modify the specifications to reduce the scope of work and still ensuring a watertight roof. The roof replacement would be expensed out of the 2021 CO's Funds.

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

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**Proposed Expenditure/(Revenue):**

**Account Number(s):**

\$

**Finance Review by:** N/A

**LEGAL REVIEW:** N/A

**ATTACHMENTS:** Bid #2022-010 City Hall TPO Roof Bid Tabulation

**DRAFT MOTION:** Move to re-advertise bid and modify specifications to reduce costs.

BID # 2022-010 City Hall TPO Roof						
					Rene Cerda Jr. Roofing & Construction LLC.	STX Build Con LLC
Item #	Item Description	Quantities	Unit		Bid	Bid
1	Mobilization	1	LS		\$96,993.00	\$25,000.00
2	Removal & Disposal of Existing Roofing Material Down to the Deck	1	LS		\$16,200.00	\$26,394.00
3	Remove & Re-Install Parapet Cap Flashing	1	LS		\$3,332.00	\$6,000.00
4	Install new commercial grade, GAF EverGuard 60 mil TPO Roofing Material with Bonding Adhesive	1	LS		\$13,385.00	\$44,688.00
5	Install TPO Adjustable Pockets on A/C Penetrations and Seal with Pourable Sealer	1	LS		\$1,250.00	\$7,000.00
6	Remove & Replace Damaged Metal Deck	1	LS		\$1,400.00	\$8,000.00
7	Install 3" (ISO) Insulation Board	1	LS		\$8,160.00	\$26,394.00
8	Install Termination Bard on all Perimeters	1	LS		\$1,680.00	\$7,000.00
9	Install New Gutters and Downspouts	82	LF		\$1,800.00	\$6,724.00
	<b>Total Base Bid</b>				<b>\$144,200.00</b>	<b>\$157,200.00</b>