



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

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

MERCEDES CITY COMMISSION  
REGULAR MEETING  
APRIL 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.) **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 duties and responsibilities and evaluation of the City Manager - Section 551.071 Texas Gov't Code Annotated - Personnel
  - B.) Discussion regarding Project Drive-In - Section 551.087 Texas Gov't Code Annotated - Economic Development Negotiations
  - C.) Update and discussion of project updates regarding Economic Development - Section 551.087 Texas Gov't Code Annotated - Economic Development (Comm. Benavidez & City Manager)
  - D.) Consultation with Attorney regarding Park Waiver - Section 551.071 Texas Gov't Code Annotated - Consultation with Attorney
- 7.) **Open Session:**
  - A.) Discussion and Possible Action on item A listed in executive session.
  - B.) Discussion and Possible Action on item B listed in executive session.
  - C.) Discussion and Possible Action on item C listed in executive session.
  - D.) Discussion and Possible Action on item D listed in executive session.
- 8.) **Presentations:**
  - A.) Presentations by the Energy firms (Valiant Energy, Harris Energy Solutions, Marco Arredondo, Inc.)
  - B.) Update from Hidalgo County Drainage District on 2018 Bond Projects for drainage improvements. (Comm. Benavidez & Gomez)
- 9.) **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 March 15, 2022.

B.) Second and final reading of Ordinance No. 2022-06 regarding water and sewer tapping fees and water right fees.

**10.) City Manager Comments:**

A.) Update on TCEQ cost(s) for remediation and/or preventative measures (Comm. Howell & Martinez) B.) Update on Park Waiver

**11.) Ordinances/Resolutions:**

A.) Discussion and Possible Action on first reading of Ordinance No. 2022-07 approving the grass clippings ordinance (Comm. Gomez)

B.) Discussion and Possible Action to Approve Resolution 2022-03 on Giveaway of Excavated Dirt from Detention Pond A at Collier Park (PW Director)

**12.) Management Item(s):**

A.) Discussion and Possible Action to Approve the Purchase of a New Pacifictek PV500 Vacuum Excavator (PW Director)

B.) Discussion and Possible Action of a Budget Amendment Request for the Planning Department (ACM)

C.) Discussion and Possible Action to reappoint members to the Library Board. (Library Director)

D.) Discussion and possible action to create an ordinance and/or policy for Mercedes residents that the City approved to be de-annexed. (Comm. Benavidez & Gomez)

**11.) Bids/Contracts**

A. Discussion and Possible Approval of the contract renewal for Medical Director for the City of Mercedes. (Fire Chief)

B. Discussion and Possible Action to Approve the contract with Hidalgo County Elections Department and estimate for the May 7, 2022 City of Mercedes Election. (City Secretary)

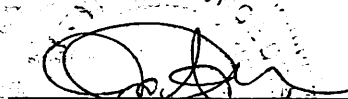
C. Discussion and Possible Action on Awarding Contract for Asbestos Abatement and Mold Remediation at Police Department. (ACM)

**13.) Adjournment**

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a *Regular Meeting* on Tuesday, April 1, 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 APRIL, 2022.

ATTEST:



Joselynn Castillo, City Secretary  
Time of Posting: 5:55 P.M.

**ACCESSIBILITY STATEMENT**

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

**MERCEDES CITY COMMISSION  
REGULAR MEETING  
MARCH 15, 2022 – 6:30 P.M.  
MERCEDES CITY HALL – COMMISSION CHAMBERS**

<b>MEMBERS PRESENT:</b>	Oscar D. Montoya Sr. Joe Martinez Leonel Benavidez Jacob Howell Jose M. Gomez	Mayor Mayor Pro-Tem Commissioner Commissioner Commissioner
<b>STAFF PRESENT:</b>	Alberto Perez Martie Garcia-Vela Joselynn Castillo Ervin Vilchis Marisol Vidales Nereida Perez Brianna Casares Javier Ramirez Richard Morin Blanca Sanchez Ruben Pena	City Manager City Attorney City Secretary I.T Liason Library Director Finance Director PIO Asst. City Manager Rec. Center Director Interim Police Chief Police Officer

**OTHERS PRESENT:** Pony League Reign, Pony League Wildcats, Velda Garcia,

- 1.) CALL MEETING TO ORDER**  
Mayor Montoya welcomed everyone and called the meeting to order at 6:30 P.M.
- 2.) ESTABLISH QUORUM**  
All members were present which constitutes a full quorum
- 3.) INVOCATION**  
Commissioner Howell said the invocation.
- 4.) PLEDGE OF ALLEGIANCE**  
Aleyah Marroquin and Sofia Cavazos and Danika Bajaran led in the pledge of allegiance.
- 5.) OPEN FORUM**
  - Mr. Jacob Howell addressed the Commission regarding internet, speed bumps and streets. He stated there are concerned residents on Mile 2 West regarding getting affordable internet in their area. They would like spectrum in their area. The second concern Mr. Howell addressed were the speed bumps and potholes. Mr. Howell would like to use the unclaimed payroll to be used for overtime to address the street issues and potholes. He wants to speed up the recovery process.
  - Ms. Velda Garcia signed up but declined to speak to leave the time for the children receiving the proclamation.
- 6.) PRESENTATIONS**
  - A.) Proclamation for Pony League  
Mayor Montoya recognized the Wildcats for winning first place in the world series and Team Reign for winning fourth place in the world series. The proclamations were presented by Mayor Montoya.
- 7.) CONSENT AGENDA**
  - A.) Approval of Minutes for Meeting(s) held March 1, 2022.
  - B.) Approval of Resolution No. 2022-03 accepting Local Boarder Security Program #4474101
  - C.) Approval of Resolution No. 2022-04 accepting Operation Stonegarden #3172807

Mayor Pro-Tem Martinez motioned to approve all items under consent agenda.  
Commissioner Benavidez seconded. Upon a called vote, the motion passed unanimously.

**8.) CITY MANAGER COMMENTS:**

**A.) CONSIDERATION OF SOFTBALL LEAGUE FOR SENIORS**

Mr. Perez stated that Mr. Martinez approached the City to bring back activities for the elderly. Mr. Perez informed that a schedule is being worked on for the field usage.

**B.) GRASS CLIPPINGS ORDINANCE UPDATE**

Mr. Perez asked for input from the Commission. Commissioner Gomez stated that this was brought up due to grass clippings being blown into the streets and end up in the inlets. Mr. Perez stated they would like to do a public service announcement to inform the public of the new ordinance. At a question, Mr. Perez stated this ordinance will need help from the public to report. Code enforcement will be involved. Mayor Pro-Tem Martinez asked how would the City know that the grass clippings are from a certain owner. Mayor Montoya stated to include that the property owner is responsible for their area.

**C.) TCEQ PREVENTIVE MEASURES**

Mr. Perez stated that Commissioner Howell and Martinez asked for this item. Mr. Perez stated that there are 50 manhole covers being placed, 5 manholes per day. The manhole covers are a preventative measure to prevent rain water from infiltrating the system. The low-lying areas are being targeted. Commissioner Howell wanted a dollar amount of the savings. Mayor Montoya asked for the item on the cost be placed on the next agenda.

**9.) ORDINANCES/RESOLUTIONS:**

**A.) DISCUSSION AND POSSIBLE ACTION ON FIRST READING OF ORDINANCE 2022-06 REGARDING WATER AND SEWER TAPPING FEES AND WATER RIGHTS FEES.**

Mr. Perez informed the Commission that Companies would come in and tap into the City's water lines. Mr. Perez stated that the companies bringing business will increase the city's intake. The new developer would need to pay for the water rights they will be consuming. The developer should pay for the water rights for the consumption of the water they would be using for their development. If the developer does not purchase and has a high consumption and the city has to pay for it then it would come from the citizens. Mr. Jeff Snowden stated that \$300K per 1-acre foot is the current market of water rights. Commissioner Howell made a motion to approve. Commissioner Benavidez seconded. Upon a called vote, the motion passed 4 to 1. Commissioner Gomez voted against.

**10.)MANAGEMENT ITEMS:**

**A.) DISCUSSION AND POSSIBLE ACTION TO APPROVE CITY MANAGER GOING OUT FOR COMPETITIVE BIDS FOR THE PROCUREMENT OF POLICE DEPARTMENT VEHICLES. (CITY MANAGER)**

Mr. Perez stated that the Cos had money for the purchase of Vehicles for the Police Department. Commissioner Howell made a motion to approve. Commissioner Benavidez seconded. Mr. Perez is seeking to purchase six to eight vehicles depending on the price and availability. Interim Police Chief Sanchez stated that an example is a vehicle that was purchased in November 2021 which has still not be delivered. Upon a called vote, the motion passed unanimously.

**B.) DISCUSSION AND POSSIBLE ACTION TO APPROVE THE AMENDMENTS TO SECTION XXIV PERSONAL BODY CAMERA OF THE MERCEDES PUBLIC SAFETY DEPARTMENT POLICE RULES AND REGULATIONS POLICY MANUAL. (PD)**

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

**C.) DISCUSSION AND POSSIBLE ACTION TO DIRECT CITY MANAGER TO DEVELOP TRANSPARENCY GUIDELINES.**

Mr. Perez stated that this item was placed on the agenda by Commissioner Howell and Mayor Pro-Tem Martinez. Commissioner Howell made a motion to approve. Commissioner Benavidez seconded. Commissioner Howell would like to add a policy with the guidelines to have a commitment to be open with the citizens. Commissioner Benavidez stated that this will come back once the guidelines are set. Legal stated that the business tab requested by Commissioner Benavidez. Upon a called vote, the motion passed unanimously.

**11.)BIDS/CONTRACTS:**

**A.) DISCUSSION AND POSSIBLE ACTION ON APPROVAL OF T-MOBILE FOR GOVERNMENT GSA CONTRACT FOR HOT SPOT. (LIBRARY DIR)**

Ms. Vidales stated that the awarded grant has been executed and will proceed with the classes for adults. The library looking to purchase 51 hot spots and 52 Chrome books. The terms of the grants will be until the end of December. Both T-Mobile and Verizon bid but T-Mobile was less. Commissioner Benavidez motioned to approve T-Mobile. Mayor Pro-Tem Martinez seconded. Upon a called vote, the motion passed unanimously.

**B.) DISCUSSION AND POSSIBLE ACTION ON APPROVAL OF INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF WESLACO, TEXAS AND THE CITY OF MERCEDES, TEXAS FOR THE TEMPORARY HOUSING OF DETENTION OF MERCEDES PRISONERS. (PD)**

Commissioner Gomez made a motion to extend the contract for 3 months. Commissioner Howell seconded. Commissioner Gomez stated that the City has had three police chiefs and would need to hire a new police chief that is knowledgeable that can save the city money. Commissioner Howell stated that in 3 months we will be in the same situation to extend the contract. At this time, the City is not enough to get the building done. Mr. Perez stated that although saving money is good intention the building is being repaired. After a called vote, the motion died 4 to 1. Mayor Pro-Tem Martinez made a motion to approve. Commissioner Howell seconded. Commissioner Benavidez stated that it will take 12 months to utilize our facility. Upon a called vote, the motion passed 4 to 1. Commissioner Gomez voted naye.

**12.)MONTHLY REPORTS**

Monthly reports are included in the packet for review.

**13.)EXECUTIVE SESSION:**

Commissioner Benavidez motioned to go into executive session. Mayor Pro-Tem seconded. Mayor Montoya called the meeting into executive at 7:28 P.M

**A.) DISCUSSION REGARDING DUTIES AND RESPONSIBILITIES OF THE CITY MANAGER – SECTION 551.074 TEXAS GOV'T CODE ANNOTATED-PERSONNEL**

**B.) CONSULTATION WITH ATTORNEY REGARDING CITIZEN COMPLAINTS - SECTION 551.071 TEXAS GOV'T CODE ANNOTATED0 CONSULTATION ATTORNEY.**

**C.) CONSULTATION WITH ATTORNEY REGARDING LEGAL UPDATES - SECTION 551.071 TEXAS GOV'T CODE ANNOTATED- CONSULTATION WITH ATTORNEY.**

**14.)OPEN SESSION: Mayor Montoya called the meeting back to order at 7:55 P.M.**

A.) No action

B.) No action

C.) No action. Commissioner Benavidez called an item regarding speed bumps on 10<sup>th</sup> street and would like to bring the item back on potholes and speed humps.

**15.)ADJOURNMENT**

Mayor Montoya adjourned the meeting at 7:56 P.M.

**ORDINANCE NO. 2022-06**

**AN ORDINANCE AMENDING ORDINANCE 2021-13 TO INCLUDE -TAPPING FEES, INSTALLATION FEES, PAYMENT, DEPOSIT AND FEES FOR LATE PAYMENT OF BILLS, AND WATER RIGHTS FEE; REPEALING ORDINANCE 2016-14 AND 2018-12 AND SUBSEQUENT WATER AND SEWER RATE ORDINANCES AND 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:** The City of Mercedes has approved and adopted the water and sewer rates on September 14, 2021 as Ordinance 2021-13. The City of Mercedes has found a need to include fees as and amendment to the water and sewer rates ordinance as follows:

**SCHEDULE A – WATER & SEWER RATES**

Water and Sewer rates as approved by Ordinance 2021-13. This section may be changed in accordance with the water and sewer rate study.

**SCHEDULE B – TAPPING FEES**

That the following charges shall be made as tapping fees for making connections for the use of any water user:

- 5/8" x 3/4" connection - \$800.00 plus water rights, paving and boring fees
- 3/4" connection - \$880.00 plus water rights, paving and boring fees
- 1" connection - \$945.00 plus water rights, paving and boring fees
- 1 1/2" – 4" connection – Actual costs associated with tap, materials, labor and paving repairs and 10% of the actual cost for administrative fees.

That the following charges shall be made as tapping fees for making connections for the use of any sewer user:

- 4" service line connection - \$600.00 plus paving and boring fees.
- 6" or greater service line connections – Actual costs associated with tap, materials, labor and paving repairs and 10% of the actual cost for administrative fees.

**SCHEDULE C – METER INSTALLATION FEE FOR EXISTING WATER TAPS**

- 5/8" x 3/4" connection - \$440.00
- 3/4" connection - \$520.00
- 1" connection - \$580.00
- 1 1/2" – 4" connection – Actual costs associated with meter, materials, and labor.

**SCHEDULE D – PAYMENT, PENALTY FOR LATE PAYMENT; TERMINATION OF SERVICES, NSF CHARGE**

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. 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 for a reread of their meter, and the initial reading by the City is correct, there will be a \$10.00 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 right to file criminal charges in court.

#### **SCHEDULE E – DEPOSIT**

A deposit of \$100.00 for homeowners and \$250 for renters shall be required for service for all new residential accounts. A deposit of \$500.00 shall be required for service for all new commercial accounts. Such deposit fees, exclusive of Interest earned, shall be returned to the customer upon closing of the account and full payment of the final account bill by the customer.

#### **SCHEDULE F – WATER RIGHTS FEE**

For all service applications, the City of Mercedes will determine the quantity and fee for MUNICIPAL water rights. The required amount of MUNICIPAL water rights for standard service will be equal to the size of the requested water meter(s) expressed in the number of equivalent 5/8" meter units multiplied by 0.2-acre feet. The number of equivalent 5/8" meter units will be determined using AWWA standards. The amount of MUNICIPAL water rights required for NON-STANDARD service will be determined on an individual basis. The City Manager or City Manager's Designee, will assess a fee based upon the price of pooled MUNICIPAL water rights that are available through the City of Mercedes or the current market price. This fee will also include applicable estimated administrative and legal fees. In lieu of paying the assessed fee for MUNICIPAL water rights, applicant may choose to provide City of Mercedes with the required MUNICIPAL water right.

**SECTION 2.** Residential users who are 62 years of age or older or residential users who are Veterans of the armed forces of the United States of America may receive a \$5.60 per month reduction in the base charge for the water and sewer for one residence only. A residential user who is both 62 years of age or older and a veteran of the armed forces of the United States of America will qualify for only one reduction in rate, either the 62 years of age or older or the veteran's reduction, but not both. The residential user must apply for the reduction at the water department and must provide proof of his/her status as either over 62 years of age or veteran. The reduction will take effect on the following billing cycle and will not be retroactive. Applicants may be required to reapply annually.

**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, including Ordinance No. 2012-13 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 \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

**PASSED, APPROVED AND ADOPTED ON SECOND READING, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

**CITY OF MERCEDES**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Martie Garica-Vela, City Attorney**

**ATTEST:**

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



**ORDINANCE NO. 2020-07**

**AN ORDINANCE ESTABLISHING PROHIBITED WASTE OR DISCHARGE INTO THE MUNICIPAL STORM SEWER SYSTEM; PROVIDING FOR A PROPER DEFINITION SECTION; PROVIDING FOR PERMITS AND REGISTRATION AS REQUIRED BY LAW; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING FOR A SEVERABILITY AND CUMULATIVE PROVISION; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE'S CAPTION**

**WHEREAS**, the City of Mercedes, Texas is a Home Rule City that will, from time to time, assess and adopt ordinances for the orderly regulation of certain issues; and,

**WHEREAS**, the City of Mercedes has determined that there is a need to keep and maintain the storm sewer system clear of debris to enhance and better serve its citizens; and

**NOW THEREFORE BE IT ORDAINED** by the City Commission of the City of Mercedes, County of Hidalgo, State of Texas that the Following provision shall hereafter be adopted, enforced, and complied hereafter:

**Section 1 – Definitions**

The following words, terms and phrases when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Debris** – Includes grass clippings, leaf litter, branches, diapers, animal waste, plastic bags, oil, antifreeze, sheetrock, paint, harsh chemicals, dead carcasses, coffee grinds, plastic trash, litter, or other objects that could inhibit the flow of water in the storm sewer system.

**Owner** – A person having the right of custody, legal, or apparent possession of a property.

**Operator of Business** – A person or company registered with the City of Mercedes who is or should be operating with a sales tax permit.

**Section 2 – Enforcement**

- (a) The Planning Director or his/her designee is hereby granted the authority to carry out the function of, and to enforce the provisions of this Ordinance.
- (b) The Police Department is hereby granted the authority to issue citations for any provision of this Ordinance.

**Section 3 – Business Permit Fees**

An Operator of Business for lawncare must secure a business permit from the City of Mercedes. The fee for said permit shall be \$100.00 per year. Said permit to expire on December 31 of each year.

The Operator of Business for lawncare owner shall make a written application which shall include the name, address, telephone number, addresses of the partners, and other pertinent information as required by the City. The application shall be submitted to the Planning Department for review by the Planning Director or designee. The application for renewal shall be submitted at least thirty (30) days prior to the expiration date. The initial application shall be accompanied by a copy of their sales tax permit for their business.

#### **Section 4 – Owners Responsibility**

- (a) It shall be the duty of the owner or the operator of a business to clean the premises and to remove all debris therefrom and place same in receptacles within 30 minutes after landscaping or cleaning is complete. If the business operates continuously without closing, then the owner or operator shall clean the premises and remove all debris therefrom and place it in receptacles daily.
- (b) It shall be the duty of the owner or operator of any business to prevent any debris on the business premises from being blown, spread, or not properly secured from said premises onto the streets of the City or upon any private property in the City. Property owners are responsible for removal of debris located around their property lines this is to include debris to the curb, sidewalk or street.

#### **Section 5 – Prohibited discharge**

- (a) No person may intentionally discharge into the municipal storm sewer system any debris or grass clippings, leaf litter, animal wastes, or plastic trash (e.g., dumping of bags of collected leaves and grass clippings in the system). Intentionally sweeping or blowing grass clippings into the streets or gutters is prohibited. It shall be a defense to prosecution that these wastes occurred naturally (e.g., leaves falling from trees; fallen branches after a storm)
- (b) Swimming pool water shall be a prohibited discharge, unless the discharge has been tested using a method approved by the director of public health to assure that it will not contain a harmful level of chlorine or other pollutants when it reaches streams, lakes, or bays.
- (c) Except as otherwise provided in subsections (a) and (b), no person may discharge the following into the municipal separate storm sewer system:
- (1) An illicit discharge (e.g. a discharge of other than storm water), including artesian well water, cooling water (including contact and non-contact cooling water and treated and untreated cooling water), ground water, subsurface drainage, industrial wastewater, water from a well;  
[However the following discharges may be put into the municipal separate storm sewer system—a discharge under a valid national pollution discharge elimination system (NPDES) permit, a discharge resulting from firefighting activities, a discharge resulting from washing an automobile at a residence or at a charitable car wash, a discharge of potable water, a discharge of any surface waters (including water from diverted stream flows, uncontaminated rising ground water, water from foundation drains, crawl space pumps and footing drains, water from springs, and flows from riparian habitats and wetlands), a discharge resulting from flushing a water supply line, a discharge of street wash water, a nonpoint source discharge from agricultural activities (including return flows from irrigated agriculture), or condensate from cooling systems].
  - (2) An illegal discharge (e.g., a discharge of any substance that is prohibited from being discharged into the waters of the United States or the State of Texas, or a tributary to those waters, by any federal or state law);
  - (3) A direct discharge of a pesticide or fertilizer;
  - (4) A pollutant or wastewater, other than storm water or a discharge that is not classified as an illicit discharge in subsections (b) and (c)(1) of this section, that is prohibited from being discharged into the publicly owned treatment works (POTW) by subsection 55-141(a) of this chapter; or

- (5) Solid wastes, including animal wastes (including an animal carcass, animal parts or scrap, excrement, grease of animal origin, offal, paunch manure and urine), ashes or clinkers, construction/demolition materials, dirt or other fill material, debris, floatable, garbage, heavy brush, household appliance, household hazardous waste (any hazardous waste from chemicals or other substances utilized for residential or housekeeping purposes, including, but not be limited to, bleaches, drain cleaners, paint, paint thinners, and solvents), industrial or commercial wastes, medical wastes refuse, sewage, used motor vehicle fluids (including motor oils, anti-freeze and solutions containing anti-freeze, brake fluids, transmission fluids, and other lubricants that have been drained from or any excess materials remaining after servicing a vehicle or piece of equipment), yard waste (including grass clippings, weeds, leaves, mulch, trees and shrub limbs, or other plant material) or any debris as defined in this ordinance.
- (d) Over spray and small amounts of runoff from irrigation of vegetation that pools in a gutter or on a road surface, but does not flow in a steady stream into any manhole or catch basin, is not considered an illicit discharge into the municipal separate storm sewage system.
- (e) A person may raise as a defense to prosecution for a violation of subsections (c) and (d) of this section that the illicit discharge was uncontaminated. An illicit discharge is considered uncontaminated if the quality of the water is equal to or better than the quality of the first natural body of water into which a portion of the municipal separate storm sewage system flows (receiving waters). The results of the last water quality test of the receiving waters published by the superintendent with the city secretary will constitute prima facie evidence of the quality of the receiving waters.
- (f) Nothing in this article prevents the placement of solid wastes scheduled for pickup at a location designated by the director of solid waste services. This does not include alleyways or empty lots without service.
- (g) Runoff from any effort to remove graffiti from buildings or other structures is not considered an illicit discharge into the municipal separate storm sewage system.
- (h) Nothing in this section prohibits any activities relating to the construction, maintenance, or operation of the municipal separate storm sewage system.
- (i) Notwithstanding subsection (c) of this section, a person may discharge any substance or material specified, if at the time of discharge, the discharge of the substance or material was authorized by a valid permit from the Texas Commission on Environmental Quality or United States Environmental Protection Agency and the discharge was in compliance with all requirements contained in the permit and with the City of Mercedes.

**Section 6 – Violation & Penalty fees**

Any owner or operator of business found guilty of the violation of any provision of this ordinance shall be punished as follows:

<b>Residential</b>	<b>Fee</b>	<b>Commercial</b>	<b>Fee</b>
First Violation	\$100.00	First Violation	\$150.00
Second Violation	\$200.00	Second Violation	\$300.00
Third and subsequent violations	\$300.00	Third and subsequent violations	\$600.00

Any business owner found guilty of violations that contribute to a TCEQ violation for the City of Mercedes will incur the cost of the TCEQ fine, labor, and cleaning cost associated with the corrective measures.

In the event the Municipal Court Judge allows community service in lieu of or in addition to the imposition of a fine, priority of such community service shall be served with the City's Public Works Department.

Penalty fees for Landscaping/Lawncare businesses owner operating without a City permit will be \$150.00 per occurrence.

**Section 7 – Severability**

If any portion, section, subsection, phrase, sentence or clause of this ordinance shall for any reason be held invalid, such invalidity shall not affect the remaining provisions of this ordinance, or their application of other persons or sets of circumstances, and to this end, all provisions of other related Ordinances that may be in conflict herewith are hereby repealed.

**Section 8 – Publication Date**

The caption of this ordinance shall be published in a newspaper of local circulation in accordance to the City Charter of the City of Mercedes, Texas; and pursuant to State Law.

**PASSED AND APPROVED ON FIRST READING THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

**PASSED, APPROVED, & ADOPTED ON SECOND READING THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

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

ATTEST:

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

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

CONSENT ITEM : NO

---

**DATE:** April 5, 2022

**FROM:** Joaquin Hernandez Jr., Public Works Director

**ITEM:** Discussion and Possible Action to Approve Giveaway of Excavated Dirt from Detention Pond A at Collier Park

---

**BACKGROUND INFORMATION:** Public Works is requesting the approval from the City Commission to giveaway the excavated dirt from Detention Pond A at Collier Park. Public Works is needing to expedite the hauling of dirt away from Collier Park and several residents have asked if they can have dirt from Collier Park.

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

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**Proposed Expenditure/(Revenue):**

**Account Number(s):**

**Finance Review by:**

**LEGAL REVIEW:** Law office of Martie Garcia Vela

**ATTACHMENTS:** N/A

**DRAFT MOTION:** Move to approve to giveaway excavated dirt from Detention Pond A at Collier Park.

**RESOLUTION NO. 2022-03**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS RATIFYING THE ACTIONS OF THE CITY MANAGER IN DISPOSING OF EXCAVATED DIRT FROM DETENTION POND A AT KENNEDY-COLLIER PARK IN LOW LAYING AREAS OF THE CITY, FOR PUBLIC PURPOSE OF FLOOD CONTROL**

**WHEREAS**, the City of Mercedes experienced catastrophic flood damage in both 2019 and 2018, which damaged existing buildings and structures, and which posed a serious and grave danger to its residents, and

**WHEREAS**, flooding conditions within low laying areas of the City have been so bad that in 2019, and in 2018, the City has had to open its dome shelters for evacuees,

**WHEREAS**, the City of Mercedes Public Works excavation resulting in a large amount of excess dirt which the City would have had to incur immediate costs to dispose of, and

**WHEREAS**, rather that incur public costs to dispose of the dirt, the City Manager made an immediate executive decision to allow residents residing in nearby low-lying areas within the City to utilize the dirt for the purpose of raising the level of their properties for the sake of flood control, and

**WHEREAS**, the City Commission believes that the actions of the City Manager in disposing of the dirt in the manner in which he did served the public interests by (1) assisting in flood control within the City, and (2) by saving the City the cost of disposing of the dirt,

**IT IS THEREFORE RESOLVED**, that the City Commission finds that the City Manager’s actions of disposing of the dirt in low lying areas of the City served the public purpose of flood control, and in addition, saves the City the costs of disposing of the dirt, and

**IT IS FURTHER RESOLVED**, that the City Commission ratifies the decision of the City Manager in disposing of the dirt in the manner in which he did.

**PASSED, APPROVED AND ADOPTED**, on this the \_\_\_ day of April, 2022 at a regular meeting of the City Commission of the City of Mercedes, Texas at which a meeting was held in compliance with the Open Meetings act, Texas Government Code 551.001 et seq at which a quorum was present and voting.

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

ATTEST:

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

CONSENT ITEM : NO

**DATE:** April 5, 2022  
**FROM:** Joaquin Hernandez Jr., Public Works Director  
**ITEM:** Discussion and Possible Action to Approve the Purchase of a New Pacifictek PV500 Vacuum Excavator

**BACKGROUND INFORMATION:** Public Works is requesting the approval from the City Commission to approve the purchase of a new Pacifictek PV500 Vacuum Excavator. This sewer machine will assist Public Works staff to unclog service lines which are clogged. The sewer machine operates at a much safer working pressure to prevent sewer backups into resident's homes and reduces chances of injuries for employees. Kinloch Equipment & Supply, Inc. is a BuyBoard Vendor and the BuyBoard contract number is included in the quote. The purchase of the PacificTek PV500 would be funded through the 2021 CO Funds.

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

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

Proposed Expenditure/(Revenue):	Account Number(s):
\$105,291.96	

**Finance Review by:**

**LEGAL REVIEW:** Law office of Martie Garcia Vela

**ATTACHMENTS:** Kinloch Equipment & Supply, Inc. Quote

**DRAFT MOTION:** Move to approve the purchase of a new PacificTek PV500 Vacuum Excavator.



P.O. Box 4919  
Pasadena, TX 77502  
Tel: 713.473.6213 Fax: 713.473.7858  
Toll Free: 800.231.6929

March 31, 2022

Mr. Joaquin Hernandez Jr  
City of Mercedes  
Public Works Department

Dear: Mr. Hernandez,

Kinloch Equipment & Supply (KESI) is pleased to provide a proposal for your consideration for a PacificTek Vacuum Excavator.

As the sole authorized dealer in the state of Texas, our proposals are based on the PacificTek PV 500 Vacuum Excavator.

While there may be different equipment options available in the marketplace, we believe that the PacificTek/KESI partnership provides the best value to The City. Why?

### **PacificTek**

Founded in 1993, Pacific Tek has long established itself as innovative pioneers in the Valve Exerciser / Valve Operator and Vacuum Excavator industry. With over 50 years of field experience, Pacific Tek founders have used their knowledge to create innovations, such as the Angled Vacuum Tank (1997) and 180° Swivel Mount Valve Exerciser / Valve Operator (1999), that are too often imitated but never duplicated!

Pacific Tek offers several options on their vacuum excavator models and valve exerciser / valve operator units: hydraulic, gas or diesel drives and truck, trailer or skid mounted units with a variety of configurations!

The large varieties of 8 different tank sizes allows us to have a vacuum system for every budget.

### **In-State Service and Support:**

- Our San Antonio, Pasadena and Arlington branches have full service capabilities with in-house factory trained service technicians. If repairs are needed, this work is done quickly and completely here in Texas resulting in reduced downtime and cost.





P.O. Box 4919  
Pasadena, TX 77502  
Tel: 713.473.6213 Fax: 713.473.7858  
Toll Free: 800.231.6929

- Local service technician based out of the Rio Grande Valley allows for efficient response times while reducing equipment down time translating into higher productivity.

**Free Lifetime Training:**

- We'll come out to your location at no cost to provide follow up training for both existing and new operators for as long as you own this piece of equipment.

Please don't hesitate to contact me should you have any questions. We look forward to working with you.

Sincerely,

Rafael Castillo Jr  
Kinloch Equipment & Supply, Inc.

---

**ONE (1) NEW PACIFICTEK PV500 VACUUM EXCAVATOR**

- 1 PV500-GHO-W-T**
- 500 Gallon debris tank
  - 1000 CFM belt driven blower set for relief at 15" of vacuum
  - 38 HP EFI electric start gas engine
  - 12 gallon aluminum fuel cell
  - Cleanout door is 42" diameter
  - Debris tank is lifted to empty using tandem hydraulic cylinders
  - One Step Hatch opened/closed using hydraulic cylinders
  - Hydraulic flow supplied by 12 V/DC power unit with a hand held 4 function pendant with 15' lead
  - Sight Glass on rear door
  - 5" inspection port on top of tank
  - 10 micron vacuum filtration system
  - (1) 4" x 15' and (1) 4" x 10' vacuum hose and (1) detachable pick-up tube
- 1 ANTI-FREEZE KIT**
- 4 gallon poly tank with 6" refill lid
  - Leak proof bulkhead fitting
  - Suction hose with barbed fittings
- 1 TRAFFIC DIRECTOR**
- LED amber traffic director
  - 4 function with Daytime/Nighttime options
- 1 TRAILER**
- 14,000# GVWR dual \*\* UPGRADED \*\*
  - 7,000# axles with electric brakes on both axles
  - Electric brakes on both axles
  - 2-5/16" hitch is standard
- 1 200 gallon water tank UPGRADE**
- Includes reinforced fenders, upgraded axle(s), plumbing to tank
- 1 Tank Mounted Telescoping Hose Support Boom**
- Mounted to top of tank
  - Hose support reach 6' to 10' from mounting
  - Manual operation

- 
- 1 12 GPM 3000 PSI Jetter**
    - 26.5 Horsepower air cooled gas
    - 3000 PSI @ 12 GPM Maximum Output
    - 300 Feet Of 1/2" Hose
    - 5 piece jetter nozzle set
    - Pulsation System
    - Safety Colored Leader Hose 10 ft
    - Water Flow Bypass Valve
    - Pressure Relief Unloader Valve
    - Electric hose reel
    - Enclosed Battery
    - Key Start Ignition
    - Analog Pressure Gauge
    - Owner/Operator Manual
    - One Year Limited Warranty
  
  - 1 Hose reel, standard, pressure washer with 50' 3/8" dia hose (59-19021)**
  
  - 1 DSB Wand**
    - Dig, suck and blow 4"
    - High pressure water and sucking wand
  
  - 1 FILTER, Large 10 Micron Vacuum Filter Element**
    - Dig, suck and blow 4"
    - 4.75" ID x 8.5" OD x 24" long (P/N 53-13002)
    - PV220 - PV800 (580-1000 CFM)
  
  - 1 Spare Tire Mount**
    - Mounted to trailer best location as possible
    - Tire sold separately
  
  - 1 Spare tire with white rim to match trailer**
    - 235/80R-16"
  
  - 1 Storage Box**
    - Mounted under bed
    - Lockable -black



P.O. Box 4919  
Pasadena, TX 77502  
Tel: 713.473.6213 Fax: 713.473.7858  
Toll Free: 800.231.6929

- 1 LED Flood light set**
  - Mounted one each side to rear top of debris tank
  - Wired with switch on hydraulic pump box
  
- 1 PV DIG NOZZLE**
  - used with 4000 PSI@4GPM pressure washer. Used for hydro excavation
  
- 1 Wand, Pressure washer**
  - 48" long stainless steel
  - Lance, handle, turbo nozzle, trigger gun, quick disconnects, funnel
  
- 1 FILTER, Large 10 Micron Vacuum Filter Element**
  - 4.75" ID x 8.5" OD x 24" long (P/N 53-13002)
  - PV220 - PV800 (580-1000 CFM)
  
- 1 Owner/Operator Manual**
- 1 One Year Limited Warranty**
- 1 Delivery and Training of Equipment**

<b>Sub Total</b>	<b>\$ 106,576.00</b>
<b>4% BuyBoard Discount</b>	<b>-\$ 4,263.04</b>
<b>Freight</b>	<b>\$ 2,979.00</b>
<b>Grand Total</b>	<b>\$ 105,291.96</b>

**Quoted according to BuyBoard Contract # 593-19. Quote valid until April 30, 2022.**

Consent Agenda

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**DATE:** April 5, 2022

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

**ITEM:** Discussion and Possible Action of a Budget Amendment Request for the Planning Department

---

**BACKGROUND INFORMATION:**

Planning Department is requesting a budget amendment to move \$400 from Planning Uniforms & \$264 from Planning Equipment Rental to IT Planning. It will be used to purchase a GIS system to help utilities with mapping and analysis. GIS helps users understand patterns, relationships and geographic context. The benefits include improved communication and efficiency.

**ATTACHMENTS:**

1. Budget Amendment Form

**Staff Recommendation:**

Approval



**CITY OF MERCEDES**  
BUDGET AMENDMENT



FUND: \_\_\_\_\_

BUDGET AMENDMENT# \_\_\_\_\_

DEPARTMENT: Planning

DATE POSTED: \_\_\_\_\_

Fund	G/L ACCT#	DESCRIPTION	Approved Budget	(Decrease)	Add	Amended Budget
01	520-2165	Uniforms	3,000.00	(400.00)		2,600.00
01	520-2080	Equipment Rental	1,000.00	(264.00)		736.00
01	519-3020	IT Planning	300.00		664.00	964.00
						-
						-
						-
						-
						-
						-
						-

Justification/Explanation for change:  
 GIS is to be purchased to help utilities with mapping and analysis. GIS helps users understand patterns, relationships, and geographic context. The benefits include improved communication and efficiency.

  
 \_\_\_\_\_  
 Dept Head Requesting change

\_\_\_\_\_  
 Finance Dept

Approved: \_\_\_\_\_  
 City Manager

\_\_\_\_\_  
 Mayor

520-2165  
 520-2080  
 519-3020

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**Management Items**

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**DATE:** April 5, 2022

**FROM:** Marisol Vidales, Library Director

**ITEM:** Discussion and possible action to reappoint members to the Library Board.

---

**BACKGROUND INFORMATION:** The purpose of the Library Board is to educate and engage citizens to use the library and its many services as well as help it grow. This can be library can be by advertising the library and its services, programming, and material whenever possible, by fundraising for the library through events and campaigns, by advocating literacy, and finally by reviewing and approving pertinent policies and procedures that will be beneficial to the community. They are expected to provide a link between the citizens of the community, elected officials of the City, and the professional staff of the Library Department. The Board shall act in a review and advisory capacity. The Director shall consider all recommendations and, within the scope of the City fiscal and management policies, carry out such recommendations within that context. Deborah Benedict, Diane Roman-Goldsberry, Yolanda Cruz, and Lorri Marchant all reached the end of their current term in March. All four have expressed their interest in continuing to serve on the library board.

Mrs. Benedict has been serving since 2006 for a total of 13 years.

Mrs. Marchant has been serving since 2006 also for a total of 13 years.

Ms. Cruz has been serving since 2011 for a total of 8 years.

Mrs. Roman-Goldsberry has been serving since 2017 for a total of 5 years.

If renewed their new terms would be for a total of three years and would end in March 2025.

**BOARD REVIEW/CITIZEN FEEDBACK:** Approved

**ALTERNATIVES/OPTIONS:** No other community members have applied to be on the library board so there are no alternates to present.

**FISCAL IMPACT:**

**Proposed Expenditure/(Revenue):**

**Account Number(s):**

---

**Finance Review by:**

**LEGAL REVIEW:**

**ATTACHMENTS:**

**Staff Recommendation:** Staff recommends renewing the term for all four members. They are active members, volunteers, donors, and library patrons themselves.

AGENDA ITEM REQUEST FOR REGULAR CITY MEETING APRIL 5, 2022

Agenda Items:

12D

- **Discussion and Possible Action to create an ordinance and or policy for Mercedes residents that the City approves to be de-annexed as per City Charter.**

Notes: The City Charter is specific on residents that can be de-annexed if services are not provided after a 3 year period. In effort to be of good service and work according to our Charter this item is being placed on the agenda for discussion and possible action.

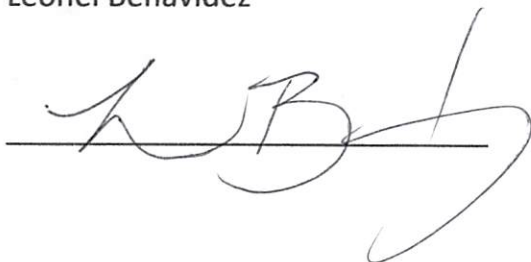
8B

- **Update from Hidalgo County Drainage District on 2018 Bond Projects for drainage improvements.**

Notes: There are several projects that were presented to the Commission in 201<sup>21</sup>~~19~~ that were delayed on several occasions. The City Commission did receive a status update in a 2021 City Meeting by HCDD General Manager and our County Commissioner that 2018 Bond projects have been completed in surrounding communities and projects had not begun in Mercedes then. We would like an update on when the drainage bond projects will begin and the projected completion dates.

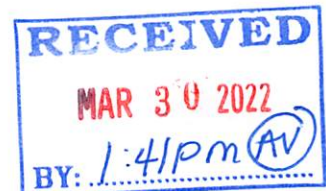
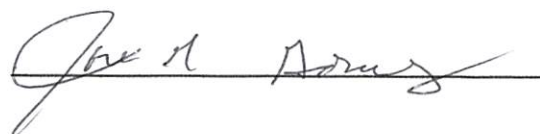
Commissioner Place 2

Leonel Benavidez



Commissioner Place 4

Jose M. Gomez





MEDICAL DIRECTOR AGREEMENT

THE STATE OF TEXAS	§
	§
COUNTY OF HIDALGO	§
	§
CITY OF MERCEDES	§

This agreement is made and executed on the date of signature below by and between the City of Mercedes, Texas, for the benefit of the Mercedes Department of Public Safety Emergency Medical Services, a home ruled municipal corporation, 400 S. Ohio Ave., Mercedes, Texas and Dr. Andrew Levine, M.D.

I.

The City of Mercedes hereby appoints Dr. Andrew Levine, M.D., physician currently licensed to practice medicine in the State of Texas, as the Medical Director of the Mercedes Department of Public Safety Emergency Medical Services, in compliance with the State of Texas, Health and Safety Code.

II.

It is agreed that Dr. Andrew Levine, M.D. shall be paid a total of **\$1,500 monthly** installments in exchange for the services he shall render under this agreement until the EMS service is certified through Texas Department of State Health Services that will increase monthly installments as negotiated with City of Mercedes.

III.

Dr. Andrew Levine, M.D. will serve as the Medical Director of the Emergency Medical services of the Department and will provide medical supervision of developing protocols and standing orders of EMS personnel and units; approving EMS medical equipment and personnel permitted to function within the EMS system: giving guidance and directions to the Director of EMS and his staff; approving EMS training programs and training personnel; receiving input from emergency departments and community physicians; advising the Department regarding creation and enforcement of ordinances pertaining to Emergency Medical Services; disaster preparedness; and communications and dispatching procedures related to EMS; receiving and investigating complaints; participating in ongoing medical audit, review and performance appraisal of EMS personnel and system functions; and to report to the Department of Public Safety the goals and progress of the Emergency Medical Services.

IV.

Dr. Andrew Levine, M.D. will provide his own malpractice insurance at this own expense and include the City of Mercedes as an additional insured. Dr. Levine's coverage must be Two Hundred Thousand Dollars (\$200,000.00) per incident and Six Hundred Thousand and No/100ts Dollars (\$600,000.00), per occurrence.

V.

This agreement may not be sold, transferred or assigned in whole or in part by either party without the prior written consent of the other party.

VI.

This Agreement shall remain in effect for two (2) years from the 24<sup>th</sup> day of May, 2022 until the 24<sup>th</sup> day of May, 2024. Either party shall have the right to cancel and terminate this agreement at any time upon 90 days written notice to the other party.

If the term of this Contract has not been extended by or prior to May 24, 2022, then Dr. Andrew Levine shall continue as the City Medical Director on a month to month basis until his Contract is extended or terminated by the City Commission.

This Agreement shall be subject to change, amendment, or modification only by the mutual written consent of the parties hereto.

EXECUTED IN DUPLICATE this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF MERCEDES

BY: \_\_\_\_\_  
Oscar Montoya, MAYOR

ATTEST:

\_\_\_\_\_  
Joselynn Castillo, CITY SECRETARY

APPROVED:

\_\_\_\_\_  
Martie Garcia-Vela, CITY ATTORNEY

CITY OF MERCEDES  
Fire Department  
Emergency Medical Services

BY: \_\_\_\_\_  
Javier Campos, Fire Chief

MEDICAL DIRECTOR

BY: \_\_\_\_\_  
Andrew Levine, M.D.

CONSENT ITEM: No

---

**DATE:** April 5, 2022**FROM:** Joselynn Castillo, City Secretary**ITEM:** Discussion and Possible Action to Approve the contract with Hidalgo County Elections Department and estimate for the May 7, 2022 City of Mercedes Election

---

**BACKGROUND INFORMATION:** The City of Mercedes is requesting to contract with the County of Hidalgo Elections Department for the May 7, 2022 city elections. The estimate is based on 100 % voter turnout. The election will be held at the Mercedes Civic Center. The City has a budget of \$35,000 for elections. The estimate for the elections is under budget.

**BOARD REVIEW/CITIZEN FEEDBACK:****ALTERNATIVES/OPTIONS:****FISCAL IMPACT:** \$29,268.66 based on 100% voter turnout

Proposed Expenditure/(Revenue):	Account Number(s):
\$29,268.66	01-540-2070

**Finance Review by:****LEGAL REVIEW:****ATTACHMENTS:**

- 1.) Contract
- 2.) Estimate

**DRAFT MOTION:** Approval of contract with Hidalgo County Elections Department for the May 7, 2022 City Elections and estimate.

THE STATE OF TEXAS     §  
                                   §     CONTRACT FOR ELECTION SERVICES  
COUNTY OF HIDALGO     §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, **Yvonne Ramón**, hereinafter referred to as “ADMINISTRATOR”, on behalf of Hidalgo County, a political subdivision of the State of Texas, and **THE CITY OF MERCEDES** hereinafter referred to as the “ENTITY”, pursuant to Texas Election Code Section 31.092.

*RECITALS*

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called a **GENERAL ELECTION** to be held on **MAY 7, 2022**;

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **MAY 7, 2022**, election of the ENTITY(the “Election”); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes, if applicable two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Section 271.003 (a) & (b) the location of a common polling place may be a regular county polling place used in a joint election, where the voters of a particular election precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the election precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election; and

WHEREAS, pursuant to Section 43.007 of the Texas Election Code, the COUNTY has approved participation in a **countywide** polling place program, which allows the commissioners court to eliminate county election precinct polling places and establish **countywide** polling places for the election held on **MAY 7, 2022** and any resulting runoff; and

WHEREAS, pursuant to Section 43.007(e), each countywide polling place must allow a voter to vote in the same elections in which the voter would be entitled to vote in the county election precinct in which the voter resides; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

**ARTICLE I  
PURPOSE**

- 1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on MAY 7, 2022, and any runoff, if applicable.
- 1.02 If applicable, acknowledgement of Shared Polling Places. The ENTITY acknowledges that the ADMINISTRATOR, as the County's Contracting Officer in accordance with Section 31.092 of the Texas Election Code, may enter into similar Election Services Contracts with any other entity in the same county that may be running their election concurrently. In such event, the ENTITY agrees to share common polling places with the other entities. It is not the intent of this paragraph to establish a joint election, but rather to share services, equipment, and the costs when it is appropriate, efficient, and economical to do so.

**ARTICLE II  
SERVICES**

- 2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:
  - (A) Procure, provide, code and distribute Hart Hybrid voting systems, election equipment and transport equipment to and from the polling locations, including Early Voting and Election Day polling locations, for the ENTITY;
  - (B) Prepare and provide Hart Hybrid training for election workers;
  - (C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every Hart Hybrid voting machines to be utilized by ENTITY during Early Voting and Election Day;
  - (D) Procure, provide, prepare and code Electronic Poll Book(s) per polling locations with the Voter Registration Database. To include laptop(s), training for poll book, insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

- (E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;
- (F) Provide training for Judges/Clerks;
- (G) Procure, provide, prepare, and distribute all necessary election supplies, including:
  - 1. Ballots (print and distribution only);
  - 2. Election kits and election paperwork;
  - 3. Ballot boxes and voting booths;
- (H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;
- (I) Procure Early Voting polling places and Election Day polling places;
- (J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
- (K) Prepare, distribute, and publicize joint notice of election (Texas Election Code Section 4.003(a)(1) and Early Voting and Election Day schedules in newspaper;
- (L) Notify the election judges of the date, time and place of the election;
- (M) Procure and pay election judges and clerks for Early Voting and Election Day voting;
- (N) Provide general supervision during the contracted Election period. Advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY may be provided on an as needed basis;
- (O) Procure and pay Ballot Board members;
- (P) Provide information for election officers;
- (Q) Provide such incidental related services as may be necessary to conduct the election;
- (R) Serve as the Early Voting Clerk;
- (S) Establish a Central Counting Station for the purpose of tabulating ballots; and
- (T) Tabulate election results in preparation for ENTITY's canvassing.
- (U) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty-two month preservation period.
- (V) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

- (W) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor;
- (X) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;
- (Y) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.
  - i. The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.
  - ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.
  - iii. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff Election services to be rendered by the ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.
  - iv. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received regarding the Runoff.
- (Z) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to prohibiting firearms on the premises of a polling place;

2.02 The ENTITY shall be responsible for performing the following:

- (A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;
- (B) Pay the proportionate cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of \$14.00 per hour for Election Judges and \$12.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and Election Day and pay the proportionate cost for training of Judges and Clerks at the rate of \$10.00 per hour per person.
- (C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and Election Day;
- (D) Canvass the Election Results for the ENTITY'S governing body;

- (E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:
  - (1) the authority with whom applications of candidates for a place on a ballot are filed; and
  - (2) the authority with whom documents are filed under Title 15. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days after the date of the election, as required by Texas Election Code 66.058, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty two month preservation period.
- (F) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;
- (G) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.
- (H) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ADMINISTRATOR for the costs of services for a Runoff election.
- (I) Create the appropriate ballot style and candidate placement for the Entity's election. Once confirmed and/or corrected Entity shall verify the appropriateness of their ballot under the law.

**ARTICLE III  
SCHEDULE FOR PERFORMANCE OF SERVICES**

- 3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

**ARTICLE IV  
SERVICES NOT PROVIDED BY COUNTY**

- 4.01. ADMINISTRATOR shall have no responsibility for ensuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results. In addition, ADMINISTRATOR shall have no responsibility for creating the appropriate ballot and candidate placement for the Entity's election.

**ARTICLE V  
TERM**

- 5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.



**ARTICLE VI  
COST OF SERVICE AND BILLING**

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

**6.01 HART Hybrid:**

- (A) One base charge of \$475.00 for Coding Hybrid voting machines, a \$25.00 additional charge per additional ballot styles and a minimum of a \$10.00 charge for requested changes on Coded Ballot;
- (B) A \$10.00 recording fee for each Audio File;
- (C) Cost of creating election media, such as but limited to V-drives, Verity Keys; etc. at \$100.00 per location.
- (D) The amount of \$610.00 leasing fee for each Verity Scan/ Ballot Box, a \$150.00 leasing fee for each Verity Duo Go (curbside) Voting Machine, a \$465.00 leasing fee for each Verity Controller, and a \$447.00 leasing fee for each Verity Touch Duo Voting Machine;
- (E) Cost of delivery and pick-up of Verity Duo Voting Equipment for Each Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
- (F) The above described fees shall be additionally charged for any Runoff Election.

**6.02 Electronic Poll Book:**

- (A) Database access at \$100.00 per day;
- (B) To include but not limited to the Early Voting and Election Day laptop rentals at \$150.00 per location;
- (C) Printer label fee of \$.03 per label (price subject to change);
- (D) Creation of separate Username and password for each polling location at \$20.00 per location;

**6.03 Fee for Early Voting and Election Day Combination forms, maps, election kits, Verity Access Thermal code paper and 'I VOTED' stickers. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;**

**6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;**

**6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable)**

**6.06 Reimbursement rental fees incurred for early voting polling places and Election Day polling places, as ordered and if applicable;**

**6.07 (A) Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for a the cost of payroll for election workers at \$14.00 per hour for Election Judge, \$12.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at \$10.00 per hour per person;**

(B) Reimburse the County for the cost of payroll overtime incurred by County for regular full time County employees who work during the contracted election (cost to be shared with each contracted entity);

6.08 Pay for the cost of the Ballot Board judge at \$14.00 per hour and Ballot Board clerks at \$12.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of \$10.00 per phone line and a vendor base fee of \$4.99 per phone line;

6.12 Billing:

(A) The form of the invoice to be used in the final billing by the COUNTY, includes a good faith estimate of costs and is attached hereto as Exhibit A.

(B) After the election and as soon as practicable, upon receiving final invoice from third party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).

(C) Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

(D) Payment shall be made by check payable to the Hidalgo County Elections Department.

(E) Notice. Except as may be otherwise specifically provided in this contract, 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:

Yvonne Ramón  
Elections Administrator  
Hidalgo County Elections Department  
PO Box 659  
Edinburg, Texas 78540

Joselynn Castillo  
City Secretary  
400 S. Ohio Ave.  
Mercedes, Texas 78570

(F) Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

**ARTICLE VII**

- 7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

**ARTICLE VIII**

**GENERAL PROVISIONS**

- 8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.
- 8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.
- 8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2022

APPROVAL COUNTY OF HIDALGO:

The City of Mercedes  
ENTITY

BY: \_\_\_\_\_

RICHARD F. CORTEZ  
COUNTY JUDGE

BY: \_\_\_\_\_

PRINT:  
TITLE:  
ATTEST:

BY: \_\_\_\_\_

ARTURO GUAJARDO, JR.

COUNTY CLERK

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

ELECTIONS ADMINISTRATOR

BY: \_\_\_\_\_

YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY  
RICARDO RODRIGUEZ, JR.

BY: \_\_\_\_\_

JOSEPHINE RAMIREZ SOLIS,  
Assistant District Attorney



## 2022 Hidalgo County Elections Contract Estimate

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.  
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Mercedes Commissioner Place 2 & 4		DATE: May 7, 2022			
<b>6.01</b>	<b>Coding Services for HART</b>	<b>Price</b>	<b>Quantity</b>	<b>Total</b>	
A	Base Charge: Ballot Coding	\$475.00	1	\$475.00	
B	Ballot Audio Files	\$10.00	7	\$70.00	
C	Election Media per Polling Location(s)	\$100.00	2	\$200.00	
D	Verity Controller(s)	\$465.00	2	\$930.00	
D	Covid Curbside Verity Controller(s)	\$0.00	0	\$0.00	
D	Verity Touch Duo Machine(s)	\$447.00	5	\$2,235.00	
D	Covid Curbside Verity Touch Duo Machine(s) (2)	\$894.00	0	\$0.00	
D	Verity Scan and Ballot Box	\$610.00	2	\$1,220.00	
D	Verity Duo Go Carrier (Curbside Voters)	\$150.00	2	\$300.00	
E	Delivery/ Pick-up Fee (includes Mileage)	\$960.00	1	\$960.00	
<b>Total iVotronic Coding Charges</b>				<b>\$6,390.00</b>	
<b>6.02</b>	<b>Electronic Poll Book (VoteSafe)</b>	<b>Price</b>	<b>Quantity</b>	<b>Total</b>	
A	Voter Registration Database Access (Per Day)	\$100.00	9	\$900.00	
B	EV/ ED Laptop Rental (includes Bar Code Scanner/ Brother Printer)	\$150.00	2	\$300.00	
B	Covid Curbside EV/ED Laptop Rental (includes Bar Code Scanner/ Brother Printer)(2)	\$300.00	0	\$0.00	
C	Printer Labels ( 8,909 per vote)	\$0.03	17818	\$534.54	
D	Username/Password - Per Polling Location	\$20.00	2	\$40.00	
<b>Total Electronic Poll Book Charges</b>				<b>\$1,774.54</b>	
<b>6.03</b>	<b>Supplies</b>	<b>Price</b>	<b>Quantity</b>	<b>Total</b>	
	Early Voting Combination Forms	\$0.55	190	\$104.50	
	Election Day Combination Forms	\$0.55	190	\$104.50	
	Election Judge Kit for Early Voting	\$50.00	1	\$50.00	
	Election Judge Kit for Election Day	\$50.00	1	\$50.00	
	Verity Access Thermal Code paper (per vote)	\$0.10	8909	\$890.90	
	EV/ ED Thermal Ballot paper (per vote)	\$0.40	8909	\$3,563.60	
	I VOTED stickers (per vote)	\$0.01	8909	\$89.09	
	Polling Location Map(s)	\$17.00	2	\$34.00	
	100 Sample ballots provided. Additional Copies of Sample Ballots @ \$0.20 each.	\$0.20	500	\$100.00	
	Covid PPE's per location	\$0.00	1	\$0.00	
<b>Total Supplies Charges</b>				<b>\$4,986.59</b>	
<b>6.04</b>	<b>Mail &amp; Ballot Service</b>	<b>Price</b>	<b>Quantity</b>	<b>Total</b>	
	Mail-in-Paper Ballots	\$0.40	500	\$200.00	
	Mail-in-Ballots Kit(s) per request	\$2.00	500	\$1,000.00	
	Postage Mail-in-Ballots (per request)	\$0.73	500	\$365.00	
	Correspondence Postage	\$0.58	1	\$0.58	
<b>Total Mail &amp; Ballot Service Charges</b>				<b>\$1,565.58</b>	
<b>6.05</b>	<b>Advertisements/Notices</b>	<b>Price</b>	<b>Quantity</b>	<b>Total</b>	
	The Monitor newspaper	\$1,800.00	1	\$1,800.00	
	Local newspaper		0	\$0.00	
<b>Total Advertisement/Notice Charges</b>				<b>\$1,800.00</b>	
<b>6.07</b>	<b>*Payroll for Training and Election Poll Workers</b>	<b>Price</b>	<b>Quantity</b>	<b>Total</b>	
	Payroll for Early Voting Employees	\$9,553.00		\$4,776.50	
	Payroll for Election Day Employees	\$1,383.00		\$691.50	
<b>Total Payroll Charges</b>				<b>\$5,468.00</b>	
	<b>Payroll for Staff Overtime</b>	<b>Price</b>	<b>Quantity</b>	<b>Total</b>	
	Payroll for Early Voting and Election Day Staff Employees	\$3,960.40		\$3,960.40	
<b>Total Payroll Charges</b>				<b>\$3,960.40</b>	
<b>6.08</b>	<b>Payroll for Ballot Board</b>	<b>Price</b>	<b>Quantity</b>	<b>Total</b>	
	Ballot Board	\$550.00	1	\$550.00	
<b>Total Ballot Board Charges</b>				<b>\$550.00</b>	
<b>6.10</b>	<b>Insurance</b>	<b>Hourly rate</b>	<b>Hours wk</b>	<b>%</b>	<b>Total</b>
	Liability insurance for Early Voting Supervisors ( 1 ) (hourly rate X hrs worked X .0021)	\$ 14.00	110.5	0.0021	\$3.25
	Liability insurance for Early Voting Alternate/Clerks ( 6 ) (hourly rate X hrs worked X .0021)	\$ 12.00	663	0.0021	\$16.71
	Liability insurance for Election Day Presiding Judges ( 1 ) (hourly rate X hrs worked X .0021)	\$ 14.00	15.5	0.0021	\$0.46
	Liability insurance for Election Day Alternate/Clerks ( 6 ) (hourly rate X hrs worked X .0021)	\$ 12.00	93	0.0021	\$2.34
<b>Total Insurance Charges</b>					<b>\$22.76</b>
<b>6.11</b>	<b>Cell Phones</b>	<b>Price</b>	<b>Quantity</b>	<b>Total</b>	
	Verizon Wireless phone (subject to change with out notice)	\$45.00	2	\$90.00	
<b>Total Cell Phone Charges</b>				<b>\$90.00</b>	
<b>6.12</b>				<b>Subtotal</b>	
				<b>\$26,607.87</b>	
<b>Administrative Fees (10%)</b>				<b>\$2,660.79</b>	
<b>ESTIMATED GRAND TOTAL</b>				<b>\$29,268.66</b>	

\*Shared Cost with County

CONSENT ITEM : NO

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**DATE:** April 1, 2022

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

**ITEM:** **Discussion and Possible Action on Awarding Contract for Asbestos Abatement and Mold Remediation at Police Department**

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**BACKGROUND INFORMATION:** The City of Mercedes is in the process of rehabilitating the Police Department Building. Design for the rehabilitation is in progress with ERO. Before construction work can begin for the rehabilitation project, asbestos abatement and mold remediation must be conducted in several areas throughout the building.

A solicitation for proposals for asbestos abatement and mold remediation was advertised and proposals were received on March 29, 2022. One qualified bidder, R.L. Abatement, Inc, submitted proposals for both projects.

**DRAFT MOTION:** Award contract for Asbestos Abatement at Police Department and Mold Remediation at Police Department to R.L. Abatement, Inc.