



Mayor Oscar D. Montoya  
Commissioner Joe Martinez  
Commissioner Armando Garcia

Commissioner Dr. Jacob Howell  
Mayor Pro-Tem Dr. Ruben Saldana  
City Manager Alberto Perez

MERCEDES CITY COMMISSION  
REGULAR MEETING  
SEPTEMBER 3, 2024 – 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-**
6. **Presentations:**
  - a. Project Update on 10<sup>th</sup> Street by SDI Engineering
  - b. Public Hearing regarding the Voluntary Annexation of Las Cabanas Subdivision
  - c. Presentation update on lighting by Arredondo
7. **Consent Agenda:**
  - a. Approval of Minutes for Meeting(s) held August 19, 2024, August 26, 2024 and August 29, 2024
  - b. Approval of 3<sup>rd</sup> Quarterly Financial Report
8. **Action Items:** *Present, discuss, consider and possibly take action regarding:*
  - a. Read Official Ballot and Vote for Election of the Region 12 Director of the TML Board of Directors
  - b. Approval of the Conversion of the 300 Block of 3<sup>rd</sup> St from Ohio Ave. to Texas Ave. to a One-Way Street
  - c. Approval of the Development Corporation of Mercedes Budget for FY 24-25
9. **Ordinances/Resolutions:** *Present, discuss, consider and possibly take action regarding:*
  - a. Approval of Resolution 2024-26 authorizing signatories for requesting funds pertaining to the 2019 Flood HUD Most Impacted and Distressed (HMID) Competition CDBG-DR
  - b. Approval of First Reading of Ordinance 2024-11 amending Zoning Ordinance No. 26 to include New Zoning: Class “R-TH” Town House Residence District
10. **Bids/Contracts:** *Present, discuss, consider and possibly take action regarding:*
  - a. Approval of Interlocal Agreement between the City of Mercedes and the City of Weslaco for Animal Control Operations and Impoundment
  - b. Approval of Memorandum of Understanding for San Jacinto Subdivision No. 15
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 with City Manager regarding personnel matters – Section 551.074
  - b. Consultation with Attorney regarding update on litigation -Section 551.071
  - c. Consultation with Attorney regarding contracts – Section 551.071
12. **Open Session:**
  - a. Possible Action pertaining to executive session item a
  - b. Possible Action pertaining to executive session item b
  - c. Possible Action pertaining to executive session item c
13. **Adjournment**

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a **Regular Meeting** on Tuesday, September 3, 2024 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 30<sup>TH</sup> DAY OF AUGUST, 2024.

ATTEST:



Joselyn Castillo, City Secretary  
Time of Posting: 5:20 P.M.

#### ACCESSIBILITY STATEMENT

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



## AGENDA ITEM NO. 6B

### Ordinances/Resolution

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**DATE:** September 3, 2024

**FROM:** Alvaro De Leon, Chief Building Official

**ITEM:** Voluntary Annexation Open Hearing: Las Cabanas

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#### BACKGROUND INFORMATION:

The southwest 14.90 acres of Lot 3 in Block 120 of the Campacuas Addition Subdivision as recorded in Volume 1, Page 2 of the map records of Hidalgo County, Texas.

#### ATTACHMENTS:

- Voluntary Annexation Petition
- Memorandum of Understanding
- Metes and Bounds
- Survey
- Project Location Site Map

**Staff Recommendation:** Approval.



**Voluntary Annexation Petition**

CASE #

To the Mayor and City Commission:

CASABANAS PHZ LLC is the sole owner of the tract of land, which is more particularly described by metes and bounds in Exhibit A to this petition, hereby petitions the City Commission of the City of Mercedes to annex the following area(s):

SW 14.90 AC. out of Lot 3 (THREE) in BLOCK ONE HUNDRED TWO (102) OF THE CAMPANAS ADDITION AS RECORDED IN VOL 2, PAGE 2 OF HCMR

Macaria Salinas  
Owner's Name (Print)

Macaria Salinas  
Owner (Signature)

7-12-24  
Date

STATE OF TEXAS  
COUNTY OF HIDALGO

Before me, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared Macaria Salinas, whom stated upon his oath the following:

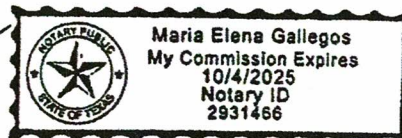
My name is Macaria Salinas, and I am the owner of the land or representative of the majority of the landowners. There are no residents nor are there any qualified voters in the area to be annexed.

I, Maria Elena Gallegos, hereby certify under penalty of perjury that to the best of my knowledge and belief, the property mentioned above currently does not owe any property taxes to the relevant tax authority.

Further affiant sayeth not.

SWORN TO and subscribed before me on this the 12th day of July, 2024.

Maria E. Gallegos  
Notary Public in and for the State of Texas







city of **mercedes**

*It Starts Here!*

Planning Department  
400 S Ohio Ave  
Mercedes, TX 78570  
(956) 565-3114

**Voluntary Annexation Petition**

CASE #

To the Mayor and City Commission:

Las Cabañas PH2, LLC is the sole owner of the tract of land, which is more particularly described by metes and bounds in Exhibit A to this petition, hereby petitions the City Commission of the City of Mercedes to annex the following area(s):

SWO 14.90 AC. out of (Lot 3 (THREE)) in Block ONE HUNDRED TWO (102) OF THE CARRAWAY ADDITION AS RECORDED IN VOL 2, PAGE 2 OF HCMR

Raul Guerra

Owner's Name (Print)

Raul Guerra

Owner (Signature)

7/12/24

Date

STATE OF TEXAS  
COUNTY OF HIDALGO

Before me, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared Raul Guerra, whom stated upon his oath the following:

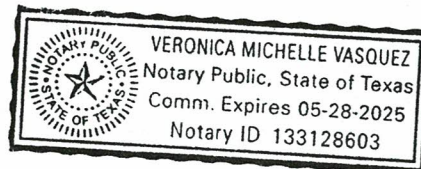
My name is Raul Guerra, and I am the owner of the land or representative of the majority of the landowners. There are no residents nor are there any qualified voters in the area to be annexed.

I, Raul Guerra, hereby certify under penalty of perjury that to the best of my knowledge and belief, the property mentioned above currently does not owe any property taxes to the relevant tax authority.

Further affiant sayeth not.

SWORN TO and subscribed before me on this the 12<sup>th</sup> day of July, 2024.

Veronica Michelle Vasquez  
Notary Public in and for the State of Texas





## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and between the City of Mercedes, Texas, a municipal corporation situated in Hidalgo County, Texas (the “City”), and Las Cabañas Estates Subdivision, a Texas subdivision (“LCE”).

### RECITALS

WHEREAS, LCE has submitted a petition for annexation to the City for a subdivision located at [Location Details], Hidalgo County, Texas, as shown on Exhibit “A”; and

WHEREAS, the City and LCE desire to work together to facilitate the annexation and development of the property in accordance with the general terms and conditions outlined below.

NOW THEREFORE, the City and LCE agree as follows:

**Section 1. Purpose.** The purpose of this MOU is to establish the framework for the documentation and approval of the parties’ agreements relating to the annexation and development of the property.

**Section 2. General Scope of the Development.** The Property upon which the development is to be located is generally described and depicted in Exhibit “A” attached to and made a part of this MOU. The basic development plan for the Property is attached as Exhibit “B”. As currently proposed, the development will include:

a. All necessary infrastructure improvements (the “Customary Improvements”) including streets, sewer, water, and drainage facilities to serve the property. b. Any necessary off-site improvements to integrate the property into the City’s existing infrastructure.

**Section 3. Annexation.** LCE agrees to petition the City for voluntary annexation prior to the development of the property. The annexation process and schedule will be outlined in the Development Agreement as set forth in Section 6 of this MOU.

**Section 4. Proposed Construction Timeline.** Construction of the infrastructure is expected to begin in the [specific quarter] of [year]. Complete build out of all the residences and facilities in the development is expected to occur by [year].

**Section 5. Development and Financing of the Project.** The project is to be developed and financed as outlined in this section.

**A. Construction and Ownership.** LCE will be responsible for the construction of all infrastructure and facilities. LCE is responsible for the financing of all improvements. The City reserves the right to construct or cause the construction of additional necessary improvements. LCE will retain ownership of the lots but will convey the completed infrastructure to the City.

**B. Maintenance of Improvements.** The City will be responsible for the ongoing maintenance of the completed public improvements. Any privately owned facilities or spaces will be maintained by a homeowners association or another appropriate entity.

**Section 6. Development Agreement.** LCE and the City will enter into a development agreement (the “Development Agreement”) that will set forth in detail the obligations of the various parties. The Development Agreement will include detailed budgets for project construction, the platting process for the property, voluntary

annexation of the property into the city limits of the City, zoning processes, descriptions of the infrastructure to be completed, construction timelines and milestones, the timing and mechanisms for conveyances of infrastructure to the City, and the construction contracting parameters and processes. All improvements to be conveyed to or financed by the City must be designed and constructed per the City's engineering specifications and pursuant to both state law applicable to the City and to the City's ordinances and codes. All improvements constructed on the property, whether publicly or privately owned, shall be constructed in accordance with state law and the City's codes and ordinances.

**Section 7. Legal Effect of MOU.** The City and LCE understand and agree that this MOU constitutes only an expression of intent and shall have no legal or binding effect on the parties.

**Section 8. Term.** The term of this MOU will commence on the execution date hereof and shall terminate on the earliest to occur of: (a) fifteen days following written notice by any party hereto; (b) the execution of the Development Agreement; or (c) [specific date].

**Section 9. Relationship of Parties.** The parties shall not be deemed in a relationship of partners or joint venturers by virtue of this MOU, nor shall either party be an agent, representative, trustee, or fiduciary of the other. Neither party shall have any authority to bind the other to any agreement. This MOU is not assignable or transferable by either party without the other party's written consent.

**Section 10. Amendments.** The parties reserve the right to amend this MOU. Any amendment of this MOU must be in writing and signed by both parties.

Executed and effective this \_\_\_\_ day of [Month] [Year].

**CITY OF MERCEDES, TEXAS**

By: \_\_\_\_\_  
Name: [Name], City Manager

**ATTEST:**

By: \_\_\_\_\_  
Name: [Name], City Secretary

**LAS CABAÑAS ESTATES SUBDIVISION**

By: Macaria Salinas *Owner.*  
Name: [Name], [Title]



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and between the City of Mercedes, Texas, a municipal corporation situated in Hidalgo County, Texas (the “City”), and Las Cabañas Estates Subdivision, a Texas subdivision (“LCE”).

### RECITALS

WHEREAS, LCE has submitted a petition for annexation to the City for a subdivision located at [Location Details], Hidalgo County, Texas, as shown on Exhibit “A”; and

WHEREAS, the City and LCE desire to work together to facilitate the annexation and development of the property in accordance with the general terms and conditions outlined below.

NOW THEREFORE, the City and LCE agree as follows:

**Section 1. Purpose.** The purpose of this MOU is to establish the framework for the documentation and approval of the parties’ agreements relating to the annexation and development of the property.

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a. All necessary infrastructure improvements (the “Customary Improvements”) including streets, sewer, water, and drainage facilities to serve the property. b. Any necessary off-site improvements to integrate the property into the City’s existing infrastructure.

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**Section 10. Amendments.** The parties reserve the right to amend this MOU. Any amendment of this MOU must be in writing and signed by both parties.

Executed and effective this \_\_\_\_ day of [Month] [Year].

**CITY OF MERCEDES, TEXAS**

By: \_\_\_\_\_  
Name: [Name], City Manager

**ATTEST:**

By: \_\_\_\_\_  
Name: [Name], City Secretary

**LAS CABAÑAS ESTATES SUBDIVISION**

By: Raul Guerra Owner  
Name: [Name], [Title]



**RIO-DELTA SURVEYING**

24593 FM 88

Monte Alto, Texas 78538

956-380-5154 956-262-0223 fax

TBPLS FIRM # 10013900

**Metes and Bounds Description**

THE SOUTHWEST 14.90 ACRES OF LOT THREE (3) IN BLOCK ONE HUNDRED TWO (102) OF THE CAMPACUAS ADDITION SUBDIVISION AS RECORDED IN VOLUME 1, PAGE 2 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS SAID 14.90 ACRES BEING THE SAME LAND DESCRIBED IN DOC # 18999 DEED RECORDS AND IS ALSO BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 102, CAMPACUAS ADDITION SUBDIVISION FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING; SAID NORTHWEST CORNER BEING WITHIN MILE 9 NORTH RIGHT OF WAY.

THENCE N 88°47'53" E, WITH THE NORTH LINE OF SAID LOT 3, AND BEING WITHIN SAID MILE 9 NORTH RIGHT OF WAY, A DISTANCE OF 48.71' TO THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE S 42°30'38" E, WITH THE EAST LINE OF SAID 14.90 ACRE TRACT, AT 34.9' PASS THE SOUTH RIGHT OF WAY LINE OF SAID MILE 9 NORTH RIGHT OF WAY (VOL. 2943 PG 798 O.R.), AND BEING WITHIN A DRAIN DITCH, AT 902.63' IN ALL TO A CORNER OF SAID 14.90 ACRE TRACT FOR A CORNER OF THIS TRACT OF LAND;

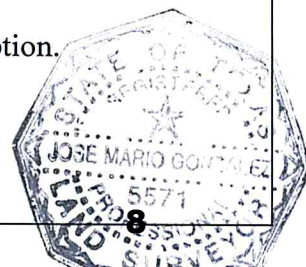
THENCE S 01°10'12" E, CONTINUING WITH THE EAST LINE OF SAID 14.90 ACRE TRACT, AND BEING WITHIN SAID DRAIN DITCH, A DISTANCE OF 641.97' TO THE SOUTH LINE OF SAID LOT 3, BLOCK 102 FOR THE SOUTHEAST CORNER OF SAID 14.90 ACRE TRACT, AND THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE S 88°47'53" W, WITH THE SOUTH LINE OF SAID LOT 3, AND THE SOUTH LINE OF SAID 14.90 ACRE TRACT, A DISTANCE OF 644.19' TO THE SOUTHWEST CORNER OF SAID LOT 3, BLOCK 102, THE SOUTHWEST CORNER OF SAID 14.90 ACRE TRACT AND THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE N 01°12'07" W, WITH THE WEST LINE OF SAID LOT 3, BLOCK 102, AT 1293.81' PASS A ½" ROD FOUND AT THE SOUTH RIGHT OF WAY LINE OF MILE 9 NORTH ROAD, AT 1320.00' IN ALL TO THE POINT OF BEGINNING, CONTAINING 14.90 ACRES OF LAND, MORE OR LESS.

A plat of even survey date herewith accompanies this metes and bounds description.

12-03-21





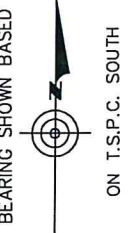
POINT OF BEGINNING  
N.W.C. LOT 3 BLK 102

# MILE 9 NORTH RD

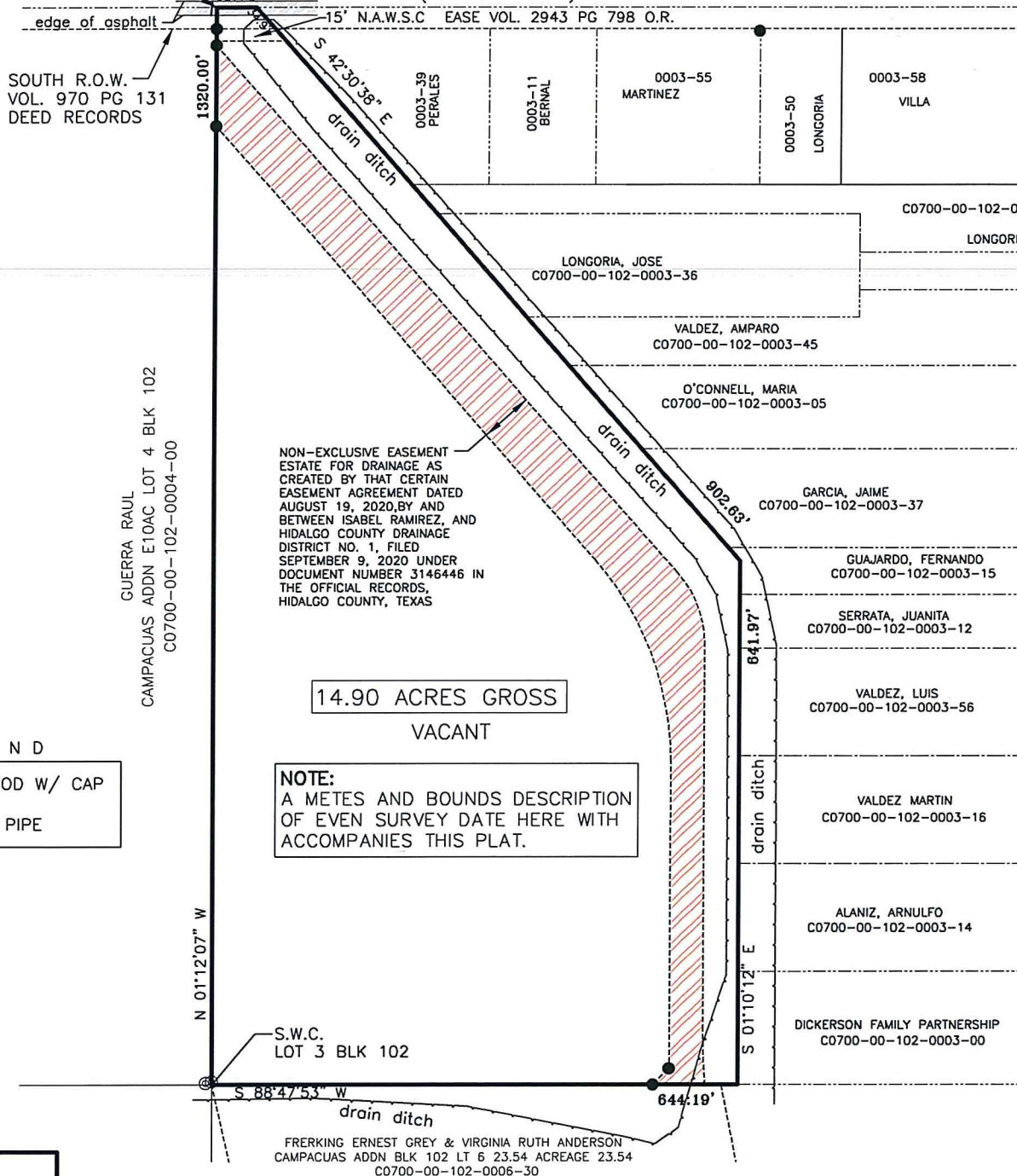
(PUBC R.O.W.)

## SCHEDULE B ITEMS

- A. EASEMENTS, RULES, REGULATIONS AND RIGHTS IN FAVOR OF HIDALGO AND CAMERON COUNTIES WATER CONTROL AND IMPROVEMENTS DISTRICT NO. 9.
- B. ROADWAYS AS SHOWN ON THE MAP OF CAMPACUAS ADDITION, RECORDED IN VOLUME 1, PAGE 2, MAP RECORDS OF HIDALGO COUNTY, TEXAS AND AS SHOWN ON THE SURVEY PREPARED BY JUAN M. CASTILLO, RPLS 6146, DATED JANUARY 20, 2020.
- C. RIGHT OF WAY EASEMENT AS SHOWN BY INSTRUMENT DATED DECEMBER 22, 1959, RECORDED IN VOLUME 970, PAGE 131, DEED RECORDS OF HIDALGO COUNTY, TEXAS. (PLOTTED)
- D. RIGHT OF WAY EASEMENT IN FAVOR OF NORTH ALAMO WATER SUPPLY CORPORATION AS SHOWN BY INSTRUMENT DATED JULY 2, 1990, RECORDED IN VOLUME 2943, PAGE 798, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. (PLOTTED)
- G. NON-EXCLUSIVE EASEMENT ESTATE FOR DRAINAGE AS CREATED BY THAT CERTAIN EASEMENT AGREEMENT DATED AUGUST 19, 2020, BY AND BETWEEN ISABEL RAMIREZ, AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, FILED SEPTEMBER 9, 2020 UNDER DOCUMENT NUMBER 3146446 IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. (PLOTTED)
- H. SUBJECT TO ANY PORTION OF THE SUBJECT PROPERTY DESCRIBED HEREIN LYING WITHIN CANAL RIGHT OF WAY.



SCALE: 1" = 200'



## PLAT SHOWING

THE SOUTHWEST 14.90 ACRES OF LOT THREE (3) IN BLOCK ONE HUNDRED TWO (102) OF THE CAMPACUAS ADDITION SUBDIVISION AS RECORDED IN VOLUME 1, PAGE 2 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

REQUESTED BY: LAS CABANAS PHASE 2 LLC

ADDRESS: MILE 9 NORTH RD  
WESLACO TX

SURVEYED: 12-02-2021

GF#: 176285

FLOOD ZONE DESIGNATION: ZONE "X"  
COMMUNITY-PANEL NUMBER: 480334 0450 C  
MAP REVISED: 06-06-2000

I, JOSE MARIO GONZALEZ, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

 12-03-21  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5571



## RIO DELTA SURVEYING

24593 FM 88, MONTE ALTO, TX 78538  
(TEL) 956-380-5154 (FAX) 956-380-5156  
EMAIL: MARIO@RIODELTASURVEYING.COM  
T.B.P.L.S. FIRM # 10013900 **9**

### LEGEND

- FD 1/2" ROD W/ CAP
- ⊙ IRRIGATION PIPE

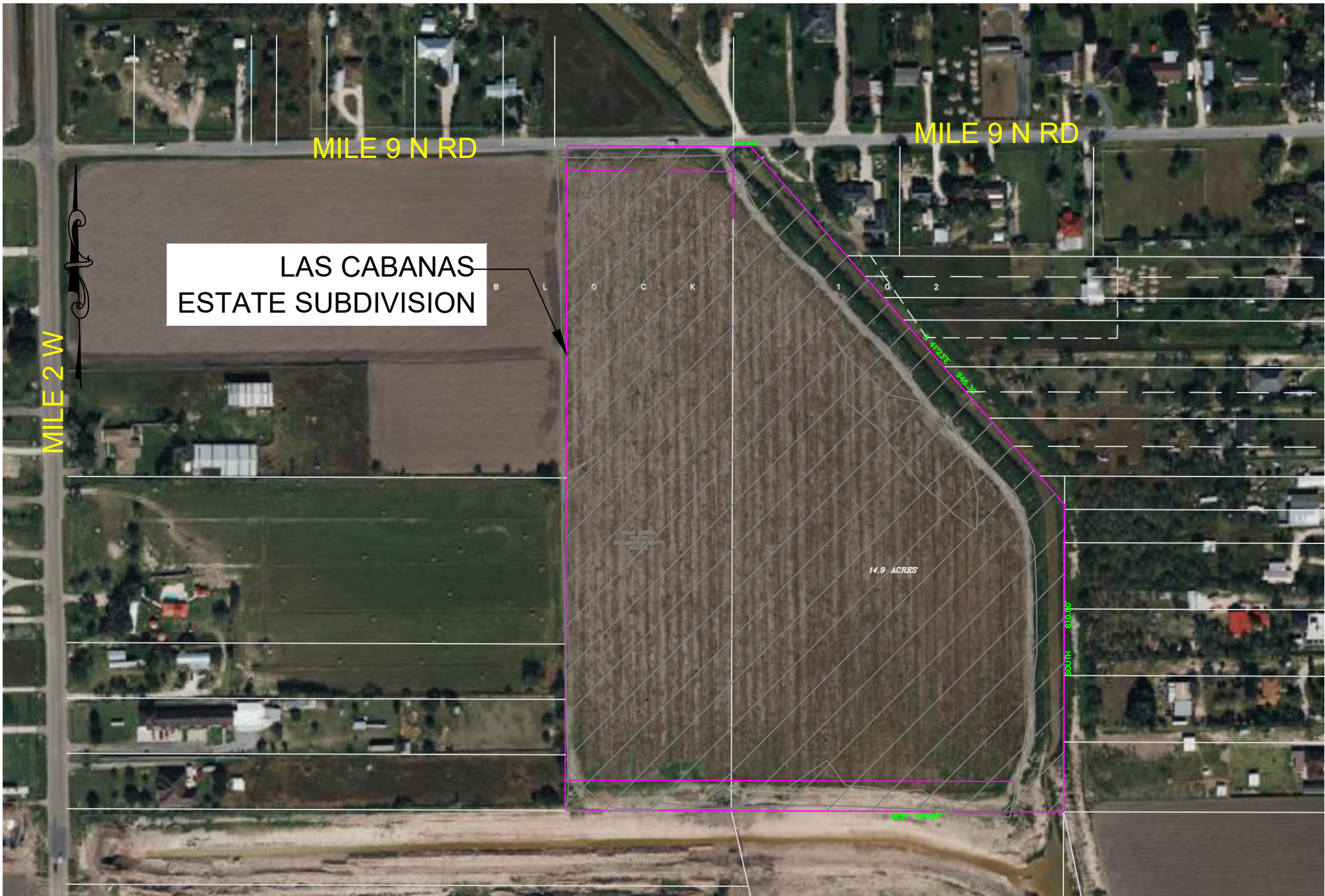
**NOTE:**  
A METES AND BOUNDS DESCRIPTION OF EVEN SURVEY DATE HERE WITH ACCOMPANIES THIS PLAT.

JOB NUMBER

**RIO 21 334**

© COPYRIGHT 2021 RIO DELTA SURVEYING THIS SURVEY WAS PROVIDED IN MULTIPLE ORIGINALS SOLELY FOR THE USE OF THE BORROWER NAMES HEREON. NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED TO COPY THIS SURVEY.





**LAS CABANAS  
ESTATE SUBDIVISION**

**MILE 9 N RD**

**MILE 9 N RD**

**MILE 2 W**


14.9 ACRES

RAUL CHIRIA  
100 AC  
DOCUMENT 20200772  
PIG. 004

WEST 600.00

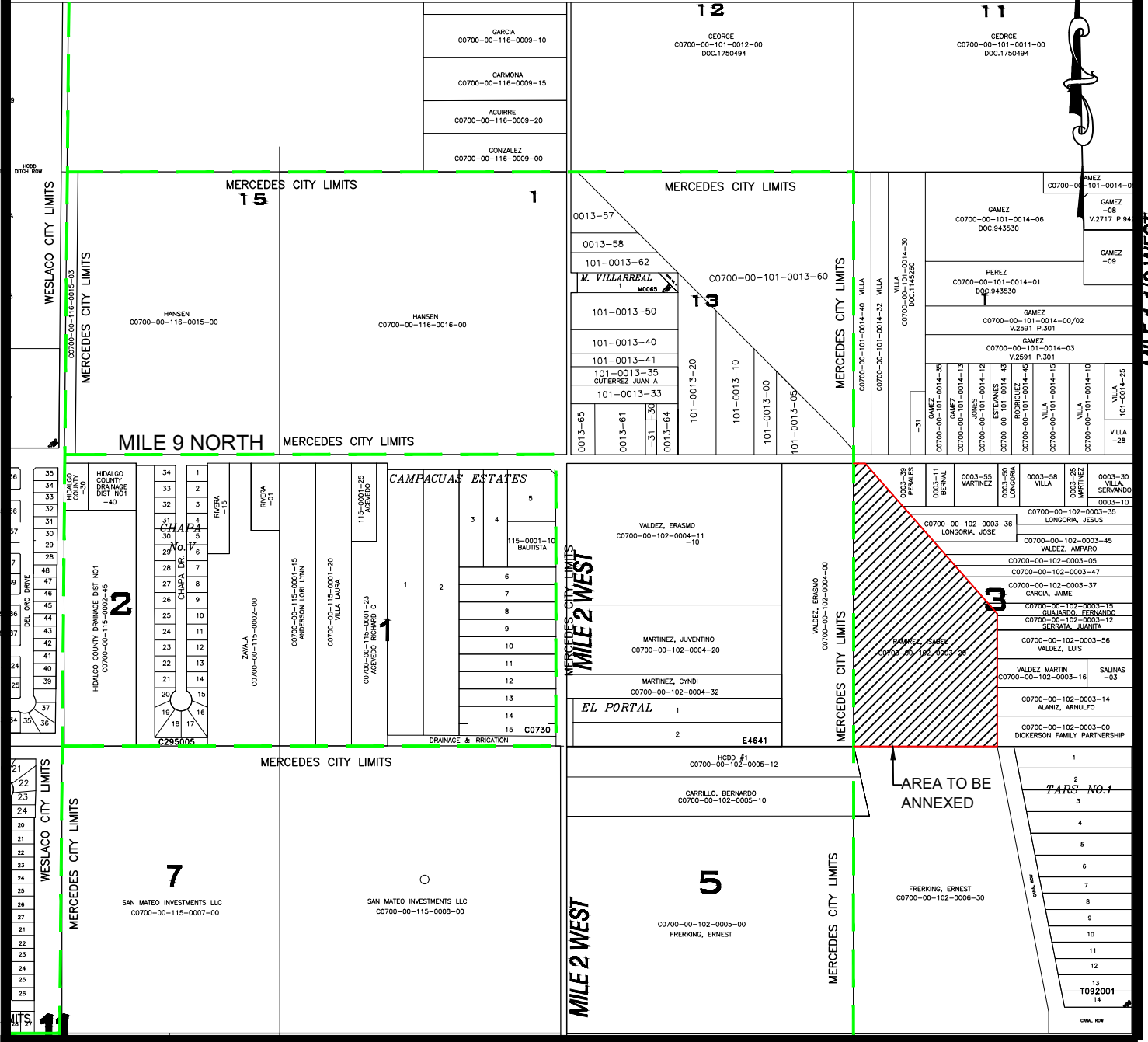
SOUTH 600.00

*LEGEND*

 LAS CABANAS ESTATE SUBDIVISION

SCALE: 1" = 250'

# CITY of MERCEDES



SCALE: 1" = 2000'



**MERCEDES CITY COMMISSION  
SPECIAL MEETING  
AUGUST 19, 2024 – 6:30 P.M.  
MERCEDES CITY HALL – COMMISSION CHAMBERS**

<b>MEMBERS PRESENT:</b>	Oscar D. Montoya Sr. Dr. Ruben Saldana Dr. Jacob C. Howell Armando Garcia Joe Martinez	Mayor Mayor Pro-Tem Commissioner Commissioner Commissioner
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<b>STAFF PRESENT:</b>	Alberto Perez Joselynn Castillo Martie Garcia Vela Meredith Hernandez Francisco Sanchez Juan Vasquez Tom Villagomez Marisol Vidales	City Manager City Secretary City Attorney (Virtual) Interim Finance Director Police Chief I.T Specialist Public Works Director Library Director
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**OTHERS PRESENT:** Ruth Valdez, Melissa Ramirez, Hiram Gutierrez, Romeo Cantu, Janelle Caso, Joel Quintanilla, Diana Garza

**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 of the commission were present which constitutes a full quorum.

**3. INVOCATION**

Commissioner Martinez said the invocation.

**4. PLEDGE OF ALLEGIANCE**

Commissioner Howell led in the pledge of allegiance.

**5. OPEN FORUM:**

- Ms. Diana Garza addressed the Commission regarding agenda items 7A and 11A. She expressed concern about a fire that occurred on her property and alleged that the police report was falsified and fabricated. On July 27, she discovered her cedar fence had been burned. When she visited the city on Monday, July 29, 2024, she requested both a fire report and a police report. However, she was not provided with the police report and inquired with the City Secretary about its absence. On August 5, 2024, Ms. Garza met with Mr. Perez to again request the police report. She mentioned that she had recently evicted a tenant and strongly believed the fire was an act of arson, initially requesting an investigation but later canceling it. Ms. Garza stated that the police report contained incorrect information, including the date, time, and location of the incident. She emphasized that falsified reports cannot be tolerated and also noted that meeting minutes from August 2022 through July 2023 had not been posted.

**6. PRESENTATION:**

**a. Presentation by Perdue Brandon Fielder Collins & Mott, LLP of the Collection Report October 1, 2023 to June 30, 2024**

Mr. Hiram Gutierrez presented the Commission with a report on delinquent taxes collected over the past nine months. He highlighted that during this period, they made 1,200 phone contacts, mailed 918 letters, and updated 264 addresses as part of pre-litigation efforts. Additionally, they conducted 142 field inspections and arranged 16 payment plans. For cases in litigation, 64 petitions were filed, 1 tax warrant was issued, and 6 cases involved bankruptcy. The City collected \$188,223 in base tax and \$99,603 in penalties and interest, totaling \$287,826.

In response to a question, Mr. Gutierrez explained that residents are given the opportunity to make payment arrangements or request exemptions or deferrals. He noted that the delinquent tax roll increased by three percent compared to the same period last year, but the city has managed to keep delinquencies under \$1 million, with 35% of the total amount in deferrals. They focus on both the dollar amounts and the number of years owed. Mayor Montoya inquired about the number of accounts that are not on deferral and can be collected from. Mr. Gutierrez clarified that accounts cannot be written off from the tax roll until 10 years have passed.

He continued by discussing tax sales collections, court collections, and the top 10 zip codes by debtors, emphasizing that there is no statute of limitations on these collections. From 2016 to 2024, a total of \$574,021 has been collected. Cases that are resolved are either dismissed or not collected. There were no further questions, and no action was required.

**b. Presentation of the Draft Budget for DCM for Fiscal Year 2024-2025**

Ms. Melissa Ramirez provided an overview of the changes to the budget, noting that all items in red represent the updates. She mentioned that the outlet mall is projecting an increase in revenue. The city is involved in two key projects: one for a Marketing Specialist and another with VTX Company for the purchase of the light industrial park.

She reviewed the uses of cash, highlighting an increase in rent for the EDC due to building improvements made by the chamber. The EDC will also be funding the Little Nashville project. There is ongoing discussion about a Downtown Development signage improvement grant. Mayor Montoya clarified that the EDC previously had a façade grant, primarily benefiting rented properties, but it has since evolved into a signage program for 6th Street to the frontage road. They are also continuing with Geofencing efforts.

Ms. Ramirez mentioned changes to the marketing budget and discussed a potential project for artwork on buildings. The EDC will host meetings, sponsor lunches, and provide certifications and workshops. She also mentioned a project near Formacio's to install outdoor lighting. Additionally, they have increased sponsorships for the RGVLS and Aurora House. Ms. Ramirez noted that they will finish paying off the leverage fund this year and emphasized that the current budget is balanced. The murals and marketing initiatives were particularly highlighted.

Commissioner Martinez inquired about placing one of the murals on the Civic Center wall facing Business 83. Ms. Ramirez responded that this is a draft budget and that she will return with the finalized version.

**7. CONSENT AGENDA:**

**a. Approval of Minutes for Meeting(s) held July 30, 2024, August 6, 2024 & August 12, 2024**

**b. Second and Final Reading of Ordinance 2024-08 to adopt the City of Mercedes Budget for FY 24-25**

Commissioner Martinez motioned to approve the items under consent agenda. Commissioner Garcia seconded. At a question, Mr. Perez clarified that the city will be going out for RFP's for the roof repair for city hall. Upon a called vote, the motion passed unanimously.

**8. MANAGEMENT ITEMS:**

**a. Request for Funding from VIDA for FY 24-25**

Ms. Irma Garcia addressed the Commission regarding VIDA, an organization that helps students overcome barriers and develop their skills. She emphasized that with city funding, VIDA could extend its support to more students. While the benchmark was to serve 5 Mercedes residents, VIDA has actually assisted 7 residents, highlighting that the city's contribution is an investment in its community.

Ms. Veronica Vega then shared her personal story, expressing deep gratitude for the assistance she received from VIDA. She recounted her struggles and the support she received, which helped her graduate from college. Now a registered nurse, she thanked the City of Mercedes for partnering with VIDA and helping her achieve her goals. Following this, Commissioner Martinez motioned to approve the funding, and Commissioner Howell seconded the motion. Upon a called vote, the motion passed unanimously. Ms. Garcia concluded by mentioning that approximately 700 students across the valley have been supported by VIDA this fiscal year.

**b. Approval to Appoint Members to the Library Board**

Ms. Vidales informed the Commission that the term of three members, Ms. Jones, Ms. Saldana and Mr. De Leon, had ended in June. Mr. De Leon expressed his willingness to step down for others to join. Ms. Vidales mentioned that they had received an application from Ms. Shantel Garay. Her recommendation

was to renew Ms. Jones and Ms. Saldana and to appoint Ms. Shantel Garay. Commissioner Martinez motioned to approve the library director's recommendation. Mayor Pro-Tem Saldana abstained from the vote. Commissioner Garcia seconded the motion. Upon a called vote, the motion passed unanimously.

## **9. ORDINANCES/RESOLUTIONS:**

### **a. Approval of Resolution 2024-25 to establish a fund account for the Mercedes Historical Preservation Commission fundraising**

Ms. Hernandez requested approval to open a bank account for the historical committee, with the goal of raising funds for a museum. She noted that the city would manage the account and will provide the commission with regular reports on the funds. She also mentioned that \$2,000 has already been raised. Commissioner Martinez motioned to approve. Commissioner Howell seconded. Upon a called vote, the motion passed unanimously.

### **b. Approval of Grant Reimbursement for Historically designated property located at 402 S. Texas**

Commissioner Martinez motioned to approve. Commissioner Garcia seconded. Commissioner Martinez stated that Mr. Cooper spent the funds from his own account and will only be reimbursed \$10,000 which is the reimbursable amount for the roof grant. Ms. Vidales explained the process for reimbursement. Upon a called vote, the motion passed unanimously.

## **10. BIDS/CONTRACTS:**

### **a. Approval of Interlocal Agreement for Police Services between the City of Mercedes and the Mercedes ISD**

Commissioner Howell motioned to approve. Commissioner Martinez seconded. Chief Sanchez stated they enhanced the funding for an increase on the resource officers. Chief Sanchez stated the schools have an armed guard but the city resource officers are mobile. He stated the officers are training the crossing guards. Upon a called vote, the motion passed unanimously.

## **11. MONTHLY DEPARTMENTAL REPORTS:**

Mayor Pro-Tem Saldana commented on the reports and how they are adding more information is helping. Commissioner Martinez motioned to go into executive session. Commissioner Garcia seconded. The meeting went into executive session at 7:55 p.m.

## **12. EXECUTIVE SESSION:**

- a. Discussion with City Manager regarding personnel matters – Section 551.074**
- b. Consultation with Attorney regarding update on litigation – Section 551.071**
- c. Consultation with Attorney regarding contracts – Section 551.071**
- d. Consultation with Attorney regarding Economic Development Projects – 551.087**

Mayor Montoya called the meeting back to open session at 9:09 p.m.

## **13. OPEN SESSION:**

- a. Possible Action pertaining to executive session item a**  
No Action
- b. Possible Action pertaining to executive session item b**  
No Action
- c. Possible Action pertaining to executive session item c**  
No Action
- d. Possible Action pertaining to executive session item d**  
No Action

## **14. ADJOURNMENT**

Commissioner Martinez motioned to adjourn. Mayor Pro-Tem Saldana seconded. Upon a called vote, the motion passed unanimously. The meeting adjourned at 9:09 p.m.



**MERCEDES CITY COMMISSION  
SPECIAL MEETING  
AUGUST 26, 2024 – 6:30 P.M.  
MERCEDES CITY HALL – COMMISSION CHAMBERS**

**MEMBERS PRESENT:** Oscar D. Montoya, Mayor  
Dr. Ruben J. Saldana Mayor Pro-Tem  
Dr. Jacob C. Howell Commissioner  
Armando Garcia Commissioner  
Joe Martinez Commissioner

**STAFF PRESENT:** Alberto Perez City Manager  
Martie Garcia-Vela City Attorney(virtual),  
Joselynn Castillo City Secretary  
Meredith Hernandez Interim Finance Director  
Michael Rocha I.T Specialist  
Juan Vasquez I.T Technician  
Ruth Valdez Executive Admin

**1. CALL MEETING TO ORDER**

Mayor Montoya welcomed everyone and called the meeting to order at 6:31 p.m.

**2. ESTABLISH QUORUM**

Mayor Montoya, Mayor Pro-Tem Saldana, Commissioner Howell and Commissioner Garcia were present which constitutes a quorum. Commissioner Martinez arrived during item 5B.

**3. INVOCATION**

Mayor Pro-Tem Saldana said the invocation.

**4. PLEDGE OF ALLEGIANCE**

Pledge of Allegiance led by Commissioner Garcia.

**5. BIDS/CONTRACTS:**

**a. Approval of Subscription Extension for Atera**

Mr. Rocha requested an extension on the subscription for Atera for remote access and antivirus services for the city. The options presented were a 1-year extension at \$9,840 or a 3-years extension at \$8,364 per year. The costs are currently budgeted. The recommendation was to move forward. Commissioner Howell motioned to approve. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. This allows I.T to troubleshoot from home working remotely.

**b. Approval of Subscription Extension for Lucidpoint**

Mr. Rocha discussed Lucidpoint as the provider for Google Workspace. He presented a proposal of \$25,925 for the next 3 years, which would cover approximately 180 workstations and around 300 devices in total, including phones. Commissioner Martinez arrived during the discussion of this item. The Commission voted on items 5B and 5C together.

**c. Approval of recommended website platform contract**

Mr. Rocha informed that this item is the recommendation for the website platform. The payment plan for the 2024-25 fiscal year includes a one-time cost of \$20,030, followed by an annual fee of \$7,630 until 2029-30. Commissioner Howell motioned to approve both items 5B and C, with Mayor Pro-Tem Saldana seconding. Upon a called vote, the motion passed unanimously. The website will be transitioned and is expected to be ready by mid-February, with training provided to staff.

**6. ORDINANCES/RESOLUTIONS:**

**a. PUBLIC HEARING regarding the proposed Tax Rate for Tax Year 2024**

Ms. Hernandez stated the city is increasing the tax rate by \$0.01 cent to \$0.7850. Mayor Montoya opened the public hearing at 6:47 p.m. Mayor Montoya closed the public hearing at 6:51 p.m. There were no comments from the public.

**i. Approval of First Reading and Second Reading as per section 2.13 of the City Charter to adopt Ordinance 2024-09 levying ad valorem taxes for the Tax Year 2024 for Maintenance and Operations of the Municipal Government of the City of Mercedes, Texas for the Fiscal Year 2025 (Record Vote Required)**

Mayor Pro-Tem Saldana moved to approve. Commissioner Garcia seconded. Commissioner Howell voted aye, Commissioner Garcia voted aye, Mayor Pro-Tem Saldana voted aye, Commissioner Martinez voted aye, Mayor Montoya voted aye.

**ii. Approval of first reading and second reading as per section 2.13 of the City Charter to adopt Ordinance 2024-09 providing for the Interest and Sinking fund for the Fiscal Year 2025, of the Municipal Government of the City of Mercedes, Texas General Obligation Bonds (Record Vote Required)**

Commissioner Martinez moved to approve. Mayor Pro-Tem Saldana seconded. Commissioner Martinez voted aye, Mayor Pro-Tem Saldana voted aye, Commissioner Garcia voted aye, Commissioner Howell voted aye, and Mayor Montoya voted aye.

**ADDEDNUM:**

- b. Approval of Ordinance 2024-10 regarding water rate  
This item was tabled. Mr. Perez announced that the city will have a special meeting scheduled for Thursday, August 29, 2024 to discuss the water rate.

Mayor Montoya called the meeting into executive session at 6:55 p.m.

**7. 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 with City Manager regarding personnel matters – Section 551.074**
- b. **Consultation with Attorney regarding update on litigation -Section 551.071**
- c. **Consultation with Attorney regarding contracts – Section 551.071**

**8. OPEN SESSION:** Mayor Montoya called the meeting back to order at 8:26 p.m.

- a. **Possible Action pertaining to executive session item a**  
No Action was taken on this item.
- b. **Possible Action pertaining to executive session item b**  
No Action was taken on this item.
- c. **Possible Action pertaining to executive session item c**  
No Action was taken on this item.

**9. Adjournment**

Commissioner Martinez motioned to adjourn. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. The meeting adjourned at 8:26 p.m.

**MERCEDES CITY COMMISSION  
SPECIAL MEETING  
AUGUST 29, 2024 – 6:30 P.M.  
MERCEDES CITY HALL – COMMISSION CHAMBERS**

<b>MEMBERS PRESENT:</b>	Oscar D. Montoya, Dr. Ruben J. Saldana Dr. Jacob C. Howell Armando Garcia Joe Martinez	Mayor Mayor Pro-Tem Commissioner Commissioner Commissioner
<b>STAFF PRESENT:</b>	Alberto Perez Martie Garcia-Vela Joselynn Castillo Meredith Hernandez Juan Vasquez	City Manager City Attorney City Secretary Interim Finance Director I.T Technician

**1. CALL MEETING TO ORDER**

Mayor Montoya welcomed everyone and called the meeting to order at 6:00 p.m.

**2. ESTABLISH QUORUM**

Four members of the commission were present which constitutes a quorum. Commissioner Martinez was arrived during item 5A.

**3. INVOCATION**

Commissioner Howell said the invocation.

**4. PLEDGE OF ALLEGIANCE**

Pledge of Allegiance led by Mayor Pro-Tem Saldana.

**5. ORDINANCES/RESOLUTIONS:**

**a. Approval of First Reading and Second Reading as per section 2.13 of the City Charter to adopt Ordinance 2024-10 regarding utility rates as per city obligations (Record Vote Required)**

City Attorney Garcia Vela addressed the Commission, explaining that the ordinance is an emergency measure to comply with financial obligations. In response to a question about the \$8.50 rate increase, Mr. Perez outlined planned investments, including a water well, property for a water plant, water rights, 10<sup>th</sup> street, and a brush truck.

Mayor Pro-Tem Saldana moved to approve the first and second reading of the ordinance as per 2.13 of the City Charter to adopt Ordinance 2024-10 regarding utility rates as per city obligations and forego the readings. Commissioner Garcia seconded. Mayor Montoya discussed the development of 600 new homes, which will impact rates. He noted that while taxes from these homes will not be realized until they are built, the city needs to address infrastructure needs now. He highlighted the increase in major water breaks from 44 in June, July and August in 2022, to 103 in 2024, attributing the rise partly to drought conditions. Improvements such as upgrading the 6-inch water line on 10<sup>th</sup> Street to a 12-inch line are part of the city's response. Mayor Montoya emphasized the necessity of investing in water rights, wells, and expanding the water tower to ensure

the city becomes self-sufficient. He acknowledged the need for the city to support its growth and avoid turning away businesses and developers. Mayor Pro-Tem Saldana commended the Mayor for positioning the city for future growth.

Commissioner Howell expressed concerns about the rate increase and suggested applying a conservative water rate structure similar to a study in San Antonio. Mr. Perez indicated that a water rate study would be needed and that a decision must be made soon to secure funding for the COs going out next week. Mayor Montoya clarified that this funding is crucial to ensure the city's water capacity and to prevent TCEQ from halting growth by stopping permit issuance. Commissioner Martinez also voiced concerns about the impact on residents and questioned if alternative solutions were available. Mr. Perez noted that increasing water rates now could mitigate even higher future increases and that a water well would help reduce the city's water rights costs. Mr. Perez stated if the commission do not start now, in the future the water rates will still increase at a faster and higher rate. After discussion, the motion passed with a vote of 3 to 2, with Commissioner Martinez and Commissioner Howell voting against.

Commissioner Howell motioned to go into executive session. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. The meeting went into executive session at 6:31 p.m.

**6. EXECUTIVE SESSION:**

- a. **Discussion with City Manager regarding personnel matters – Section 551.074**
- b. **Consultation with Attorney regarding update on litigation – Section 551.071**
- c. **Consultation with Attorney regarding contracts – Section 551.071**

**7. OPEN SESSION:** Mayor Montoya called the meeting back to order at 7:34 p.m.

- a. **Possible Action pertaining to executive session item a.**
- b. **Possible Action pertaining to executive session item b.**
- c. **Possible Action pertaining to executive session item c.**

No action was taken on any items in executive session.

**8. ADJOURNMENT**

Commissioner Howell motioned to adjourn. Commissioner Martinez seconded. Upon a called vote, the motion passed unanimously. The meeting adjourned at 7:34 p.m.



**CITY OF MERCEDES  
FY 23-24 3RD QUARTER INVESTMENT REPORT**

INVESTMENTS	Apr-2024					May-2024				
	Beginning Mkt/Bk Value	Deposits (Withdrawals)	Interest Accrued	Interest Rate	Ending Mkt/Bk Value	Beginning Mkt/Bk Value	Deposits (Withdrawals)	Interest Accrued	Interest Rate	Ending Mkt/Bk Value
Fund: General Fund (01)										
TX Class Pool - 01-0208-0001	7,120,938.12	(600,000.00)	29,833.92	5.54%	6,550,772.04	6,550,772.04		30,178.91	5.43%	6,580,950.95
Money Market - 9398441106 (WellsFargo)	245,819.35		2.02	0.01%	245,821.37	245,821.37		2.08	0.01%	245,823.45
Fund: Hotel/Motel Tax (16)										
TX Class Pool - 01-0208-0016	634,691.96		2,830.11	5.54%	637,522.07	637,522.07		2,937.02	5.43%	640,459.09
Fund: MIF (18)										
TX Class Pool - 01-0208-0017	19,415.59		86.54	5.54%	19,502.13	19,502.13		89.84	5.43%	19,591.97
Fund: Interest & Sinking (15)										
TX Class Pool - 01-0208-0015	778,171.76		3,469.88	5.54%	781,641.64	781,641.64		3,600.98	5.43%	785,242.62
TX Class Pool - 01-0208-0019	460,559.39		2,053.66	5.54%	462,613.05	462,613.05		2,131.24	5.43%	464,744.29
Fund: Municipal Court (03)										
TX Class Pool - 01-0208-0003 (TECH)	74,829.78		333.68	5.54%	75,163.46	75,163.46		346.27	5.43%	75,509.73
TX Class Pool - 01-0208-0005 (SPCL)	83,487.99		372.28	5.54%	83,860.27	83,860.27		386.34	5.43%	84,246.61
Fund: Forfeiture (10)										
TX Class Pool - 01-0208-0010	13,722.00		61.21	5.54%	13,783.21	13,783.21		63.54	5.43%	13,846.75
Fund: Utility (02)										
TX Class Pool - 01-0208-0002	3,044,705.22		13,576.42	5.54%	3,058,281.64	3,058,281.64		14,089.26	5.43%	3,072,370.90
TX Class Pool - 01-0208-0011	3,776.17		16.80	5.54%	3,792.97	3,792.97		85.42	5.43%	3,878.39
TX Class Pool - 01-0208-0004	289,764.43		1,292.07	5.54%	291,056.50	291,056.50		1,340.87	5.43%	292,397.37
Fund: CO SERIES 2018 BONDS (43)										
TX Class Pool - 01-0208-0048	59,578.45	(50,000.00)	169.32	5.54%	9,747.77	9,747.77		44.92	5.43%	9,792.69
Fund: CO SERIES 2021 BONDS (52)										
TX Class Pool - 01-0208-0049	2,697,897.20	(927,000.00)	10,413.24	5.54%	1,781,310.44	1,781,310.44	(363,000.00)	7,133.14	5.43%	1,425,443.58
Fund: ARP (51)										
TX Class Pool - 01-0208-0050	1,005,853.72	(212,000.00)	4,163.96	5.54%	798,017.68	798,017.68		3,676.40	5.43%	801,694.08
Fund: TIRZ (30)										
TX Class Pool - 01-0208-0051	174,710.89		779.03	5.54%	175,489.92	175,489.92	(55,000.00)	726.88	5.43%	121,216.80
Fund: EMS (46)										
TX Class Pool - 01-0208-0052	318,921.58		1,422.09	5.54%	320,343.67	320,343.67		1,475.76	5.43%	321,819.43
Fund: PARK FUND (54)										
TX Class Pool - 01-0208-0053	165,665.65		738.70	5.54%	166,404.35	166,404.35		766.61	5.43%	167,170.96
Fund: SPECIAL REVENUE (07)										
TX Class Pool - 01-0208-0054	97,377.06		434.22	5.54%	97,811.28	97,811.28		450.64	5.43%	98,261.92
	<b>17,289,886.31</b>	<b>(1,789,000.00)</b>	<b>72,049.15</b>		<b>15,572,935.46</b>	<b>15,572,935.46</b>	<b>(418,000.00)</b>	<b>69,526.12</b>		<b>15,224,461.58</b>

This report and all investments are in compliance with the entity's investment strategies set forth in the investment policy as well as relevant provisions of the Act.

**CITY OF MERCEDES  
FY 22-23 1ST QUARTER INVESTMENT REPORT**

**INVESTMENTS**

	Jun-2024					TOTALS FOR THE QUARTER				
	Beginning Mkt/Bk Value	Deposits (Withdrawals)	Interest Accrued	Interest Rate	Ending Mkt/Bk Value	Beginning Mkt/Bk Value	Deposits (Withdrawals)	Interest Accrued	Ending Mkt/Bk Value	
<b>Fund: General Fund (01)</b>										
TX Class Pool - 01-0208-0001	6,580,950.95	400,000.00	29,517.52	5.47%	7,010,468.47	7,120,938.12	(200,000.00)	89,530.35	7,010,468.47	
Money Market - 9398441106 (WellsFargo)	245,823.45		2.02	0.01%	245,825.47	245,819.35	-	6.12	245,825.47	
<b>Fund: Hotel/Motel Tax (16)</b>										
TX Class Pool - 01-0208-0016	640,459.09		2,855.30	5.47%	643,314.39	634,691.96	-	8,622.43	643,314.39	
<b>Fund: MIF (18)</b>										
TX Class Pool - 01-0208-0017	19,591.97		87.36	5.47%	19,679.33	19,415.59	-	263.74	19,679.33	
<b>Fund: Interest &amp; Sinking (15)</b>										
TX Class Pool - 01-0208-0015	785,242.62	135,000.00	3,901.48	5.47%	924,144.10	778,171.76	135,000.00	10,972.34	924,144.10	
TX Class Pool - 01-0208-0019	464,744.29		2,071.93	5.47%	466,816.22	460,559.39	-	6,256.83	466,816.22	
<b>Fund: Municipal Court (03)</b>										
TX Class Pool - 01-0208-0003 (TECH)	75,509.73	(26,000.00)	240.10	5.47%	49,749.83	74,829.78	(26,000.00)	920.05	49,749.83	
TX Class Pool - 01-0208-0005 (SPCL)	84,246.61		375.58	5.47%	84,622.19	83,487.99	-	1,134.20	84,622.19	
<b>Fund: Forfeiture (10)</b>										
TX Class Pool - 01-0208-0010	13,846.75		61.73	5.47%	13,908.48	13,722.00	-	186.48	13,908.48	
<b>Fund: Utility (02)</b>										
TX Class Pool - 01-0208-0002	3,072,370.90	(1,100,000.00)	11,130.60	5.47%	1,983,501.50	3,044,705.22	(1,100,000.00)	38,796.28	1,983,501.50	
TX Class Pool - 01-0208-0011	3,878.39			5.47%	3,878.39	3,776.17	-	102.22	3,878.39	
TX Class Pool - 01-0208-0004	292,397.37		1,303.57	5.47%	293,700.94	289,764.43	-	3,936.51	293,700.94	
<b>Fund: CO SERIES 2018 BONDS (43)</b>										
TX Class Pool - 01-0208-0048	9,792.69		43.65	5.47%	9,836.34	59,578.45	(50,000.00)	257.89	9,836.34	
<b>Fund: CO SERIES 2021 BONDS (52)</b>										
TX Class Pool - 01-0208-0049	1,425,443.58	(146,000.00)	5,963.82	5.47%	1,285,407.40	2,697,897.20	(1,436,000.00)	23,510.20	1,285,407.40	
<b>Fund: ARP (51)</b>										
TX Class Pool - 01-0208-0050	801,694.08	(675,000.00)	2,272.33	5.47%	128,966.41	1,005,853.72	(887,000.00)	10,112.69	128,966.41	
<b>Fund: TIRZ (30)</b>										
TX Class Pool - 01-0208-0051	121,216.80		540.41	5.47%	121,757.21	174,710.89	(55,000.00)	2,046.32	121,757.21	
<b>Fund: EMS (46)</b>										
TX Class Pool - 01-0208-0050	321,819.43		1,434.72	5.47%	323,254.15	318,921.58	-	4,332.57	323,254.15	
<b>Fund: PARK FUND (54)</b>										
TX Class Pool - 01-0208-0053	167,170.96		745.31	5.47%	167,916.27	165,665.65	-	2,250.62	167,916.27	
<b>Fund: SPECIAL REVENUE (07)</b>										
TX Class Pool - 01-0208-0054	98,261.92		438.07	5.47%	98,699.99	97,377.06	-	1,322.93	98,699.99	
	15,224,461.58	(1,412,000.00)	62,985.50		13,875,447.08	17,289,886.31	(3,619,000.00)	204,560.77	13,875,447.08	

*[Signature]*  
FINANCE DIRECTOR

08/26/24  
DATE

*[Signature]*  
CITY MANAGER

8/26/24  
DATE

TX Class Pool  
CDs  
Money Market

	SUMMARY			
	Beginning Mkt/Bk Value	Deposits (Withdrawals)	Accrued Interest	Ending Mkt/Bk Value
TX Class Pool	16,946,689.90	(3,619,000.00)	203,231.72	13,530,921.62
CDs	-	-	-	-
Money Market	245,819.35	-	6.12	245,825.47
	17,192,509.25	(3,619,000.00)	203,237.84	13,776,747.09
	97,377.06	-	1,322.93	98,699.99
Unrestricted	10,730,384.27	(1,300,000.00)	132,665.32	9,563,049.59
Restricted	6,559,502.04	(2,319,000.00)	71,895.45	4,312,397.49
	17,289,886.31	(3,619,000.00)	204,560.77	13,875,447.08

**MANAGEMENT ITEM**

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**DATE:** September 3, 2024

**FROM:** Alberto Perez, City Manager

**ITEM:** **Official Ballot for Election of the Region 12 Director of the TML Board of Directors**

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**BACKGROUND INFORMATION:**

Previously, elections for regional director were held at regional meetings but after changes to the TML Constitution were approved last year, the elections are now administered by TML centrally.

TML has 15 regions and each have a seat on the board. During even numbered years, the even numbered regions are up for election.

The City of Mercedes is entitled to one vote and must be by majority vote of the city commission. The Director serves a two-year term beginning October 11, 2024 and ending November 13, 2026.

The Candidates for Region 12 Director are

- Victor Sebastian “Seby” Haddad, Commissioner, McAllen (Incumbent)
- Bryan L. Martinez, Commissioner, Brownsville

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

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

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

**Finance Review by:** None

**LEGAL REVIEW:** Sent to legal August 26, 2024

**ATTACHMENTS:**

- Official Ballot
- Biography of the candidates

**DRAFT MOTION:**



## OFFICIAL BALLOT

### Texas Municipal League (TML) Region 12 Director Election

This is the official ballot for the election of the Region 12 director of the TML Board of Directors. You received this ballot because you are the city’s primary contact person with TML. Each TML member city is entitled to one vote, which vote must be cast by a majority vote of the city’s governing body. Please record your city’s choice by placing an “X” in the square beside the candidate’s name or writing in the name of an eligible person in the space provided. You can only vote for one candidate.

The officials listed on this ballot have been nominated to serve a two-year term on the TML Board of Directors. A brief biography for each candidate is included after the ballot.

Ballots must reach the TML office by 5:00 p.m. Central Time on October 3, 2024. Ballots received after this date cannot be counted. **The ballot must be properly signed and mailed to: Rachael Pitts, Texas Municipal League, 1821 Rutherford Lane, Suite 400, Austin, TX 78754, or scanned and emailed to rpitts@tml.org. If the ballot is not signed, it will not be counted.**

#### Region 12 Director (select one)

Victor Sebastian “Seby” Haddad, Commissioner, McAllen (Incumbent)

Bryan L. Martinez, Commissioner, Brownsville

#### Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the city named below.

Witness my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Printed Name of City



## Region 12 Director Candidate Biographies (printed on both sides)



### **Victor Sebastian “Seby” Haddad, Commissioner, McAllen (Incumbent)**

Victor Sebastian "Seby" Haddad was born in Baltimore, MD, but spent the majority of his life in McAllen where he has become a prominent figure in both professional and civic arenas. Seby graduated from St. Edward's University in Austin with a bachelor's degree in computer information systems. After completing his degree, Seby moved to New York City, where he enhanced his skills in post-production audio and TV production. Despite his success in the Big Apple, he eventually returned to his roots in McAllen, embarking on a notable 18-year career in banking. He is currently the chief lending officer and executive vice president at Lone Star National Bank. In addition to his banking career, Seby has actively engaged in various local business ventures, particularly in the lifestyle and restaurant sectors, and has invested in real estate development and tech startups. Seby is also serving his second term as city commissioner for District 5 in McAllen. During his tenure, he has championed several key projects, including census outreach initiatives, the development of a new animal shelter, and his role as president of the Texas Municipal League (TML) Region 12. He has been instrumental in helping initiate the future development of the tennis courts and the aquatic center. His commitment to public service is driven by a vision for enhanced regional cooperation in the Rio Grande Valley and a dedication to advancing community growth and development. Seby's candidacy for a position on the TML Board is motivated by his desire to further regional collaboration and advocate for the needs of the RGV. He aims to leverage his experience and leadership skills to drive impactful change and strengthen the region's resilience and prosperity.



### **Bryan L. Martinez, Commissioner, Brownsville**

Bryan L. Martinez is the youngest commissioner ever elected to represent the citizens of District 1 in Brownsville, having been elected at only 28 years of age in 2023. Since taking office, he has an impeccable record at City Commission meetings, and also serves on the board for the Brownsville Animal Regulation & Care Center (BARCC), and on the budget subcommittee for the City of Brownsville. In the local community, Mr. Martinez currently serves as chairman for the Paramedic Program Advisory Board at Texas Southmost College, as a campaign ambassador for United Way of Southern Cameron County, and vice president for government & community affairs for Sombrero Festival, Ltd. He is an alumni of Leadership Brownsville, and went on to serve on the Leadership Brownsville Board of Directors for three years. In 2024, he participated in Dancing for United Way, an annual fundraising event, where he danced the salsa with his dance partner to raise funds for United Way of Southern Cameron

County. He is the founder, past president and a current member of the Brownsville Toastmasters Club and served as the Toastmasters RGV area director for two terms overseeing 13 clubs and over 170+ members in the Rio Grande Valley. Mr. Martinez is also a dedicated member of his church, Good Shepherd Catholic Church. After just eight months in office, Commissioner Martinez was honored with the Texas Municipal League Institute Certificate of Achievement for completed continuing education units during the 2023 calendar year. Commissioner Martinez was one of only six elected city officials recognized with this achievement for 2023. He sets a high bar and is a fine example to his also first- time elected peers on the Brownsville City Commission.

**CONSENT ITEM: NO**

**DATE:** September 3, 2024

**FROM:** Francisco J. Sanchez, Chief of Police Mercedes Police Department

**ITEM:** Discussion and Possible Action on Approving the Conversion of the 300 Block of 3rd Street, from Ohio Avenue to Texas Avenue, to a One-Way Street with Traffic Flowing Only Toward Ohio Avenue

**BACKGROUND INFORMATION:** Currently, 3rd Street between Texas Avenue and Ohio Avenue is designated as two-way traffic. However, this setup has created navigation difficulties due to the public parking lot and off-street parking in the area. The most challenging aspect is turning north or south onto Texas Avenue while traveling west on 3rd Street, as drivers struggle to see past parked vehicles on Texas Avenue. To address this issue, the plan is to convert 3rd Street to one-way traffic flowing from west to east. This change will facilitate easier navigation along 3rd Street, improving access to businesses and allowing smoother exits onto Ohio Avenue.

**BOARD REVIEW/CITIZEN FEEDBACK:**

**ALTERNATIVES/OPTIONS:**

1. Cost for publishing a notice of the change in the Mercedes Enterprise Newspaper.
2. Cost for installing new street signage.

Proposed Expenditure/(Revenue):	Account Number(s):
\$ 00.00?	?

**Finance Review by:**

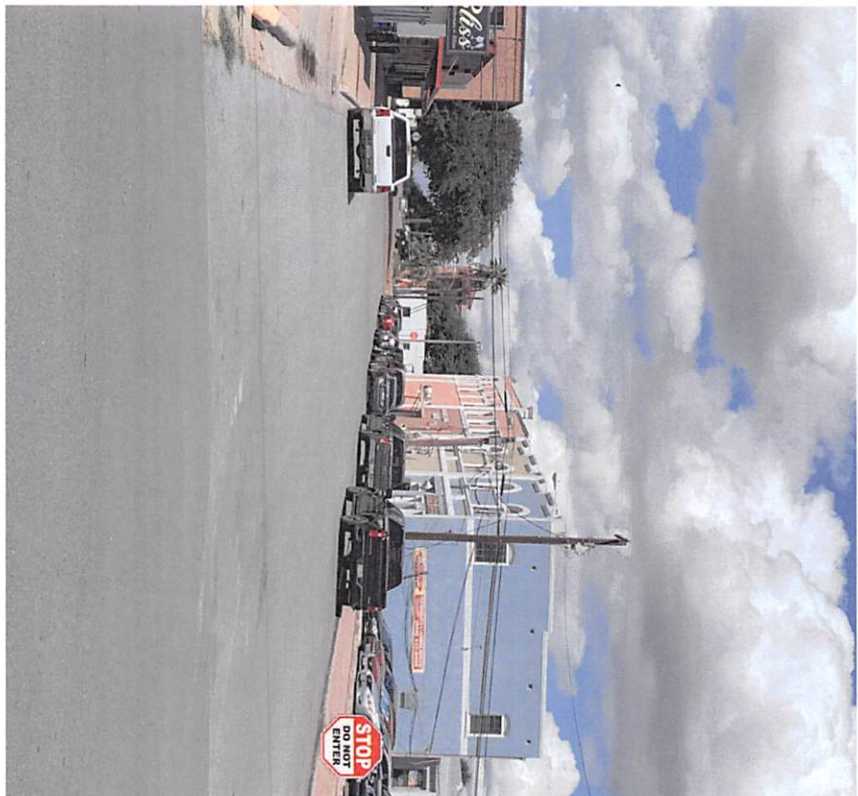
**LEGAL REVIEW:**

**ATTACHMENTS:**

1. Power Point

**DRAFT MOTION:**





VIEW FROM OHIO AVENUE FACING WESTBOUND ON 3<sup>RD</sup> STREET



VIEW FROM 3<sup>RD</sup> STREET AND TEXAS INTERSECTION



ALLEYWAY ON 3<sup>RD</sup> STREET





VIEW FROM 3<sup>RD</sup> STREET AND TEXAS INTERSECTION



VIEW FROM TEXAS AVENUE FACING EASTBOUND ON 3<sup>RD</sup> STREET

# Memo

**To:** Mayor and City Commission  
**From:** Melissa Ramirez, Executive Director  
**CC:** File  
**Date:** 8/27/2024  
**Re:** FY23-24 Budget

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This is a working budget for next year.

Significant adjustments from last year:

- The DCM will be funding Little Nashville
- The outlet mall payment is reflective of the increase in sales tax revenue.
- The projects line item identifies unobligated funds.
- The DCM will be funding marketing projects.
- The DCM will continue its City wide maintenance program.

The marketing budget is consistent with feedback from the Marketing committee and City management.

Recommendation: Approve



DEVELOPMENT CORPORATION OF MERCEDDES  
DRAFT BUDGET FY24-25

SOURCES OF CASH	FY 23-24	FY 23-24	FY 24-25
TAXES	BUDGET	BUDGET AMEND	BUDGET
25-40040 SALES TAX	\$ 2,000,000.00	\$ 2,211,052.24	\$ 2,382,483.14
<b>TOTAL TAXES</b>	<b>\$ 2,000,000.00</b>	<b>\$ 2,211,052.24</b>	<b>\$ 2,382,483.14</b>
<b>MISCELLANEOUS</b>			
25-44020 INTEREST- TXCLASS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
25-44026 INTEREST-L&G CONCRETE			
25-44027 INTEREST-MD INT'L (ORBIT)			
25-44041 LOAN PRINCIPAL PAYMENTS			
25-44097 CARRY OVER FUNDS	\$ 709,000.00	\$ 1,017,498.47	\$ 708,260.75
TXCLASS	\$ 143,660.98	\$ 143,660.98	\$ 217,451.21
INTEREST- ELIAS GONZALEZ			
REAL ESTATE SALES			
OTHER INCOME- CITY REIMBURSEMENTS			
OTHER INCOME- CITY PMT MKTG	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00
OTHER INCOME- CITY PMT VTX	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00
<b>TOTAL MISCELLANEOUS</b>	<b>\$ 1,006,660.98</b>	<b>\$ 1,315,159.45</b>	<b>\$ 1,079,711.96</b>
<b>TOTAL REVENUE</b>	<b>\$ 3,006,660.98</b>	<b>\$ 3,526,211.69</b>	<b>\$ 3,462,195.10</b>

**DEVELOPMENT CORPORATION OF MERCEDDES  
BUDGET FY24-25**

USES OF CASH	FY23-24 BUDGET	FY 23-24 AMENDMENT	FY 24-25 DRAFT
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**PERSONNEL COSTS**

25-510-1010 SALARIES	\$ 208,200.00	\$ 208,200.00	\$ 220,500.00
25-510-1015 AUTOMOBILE ALLOWANCE	\$ -		
25-510-1100 TMRS CONTRIBUTION	\$ 38,100.60	\$ 38,100.60	\$ 40,351.50
25-510-1120 SOCIAL SECURITY	\$ 12,908.40	\$ 12,980.40	\$ 15,343.77
25-510-1140 UNEMPLOYMENT COMP	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00
25-510-1160 HEALTH/LIFE INSURANCE	\$ 20,844.00	\$ 21,460.00	\$ 21,460.00
VISION			\$432
DENTAL			\$184.32
25-510-1180 WORKER'S COMP	\$ 430.00	\$ 430.00	\$ 430.00
25-510-xxxx CELL PHONE ALLOWANCE	\$ 600.00	\$ 600.00	\$ 600.00
<b>TOTAL PERSONNEL COSTS</b>	<b>\$ 283,283.00</b>	<b>\$ 283,971.00</b>	<b>\$ 300,885.27</b>

**OTHER SERVICES & CHARGES**

25-510-2020 Audit	\$ 9,000.00	\$ 8,000.00	\$ 8,000.00
25-510-2012 Automobile Mileage	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
25-510-2014 Billboards	\$ -		
25-510-2134 Bid Lease	\$ 16,791.00	\$ 18,000.00	\$ 24,000.00
25-510-2340 Chamber	\$ 22,000.00	\$ 23,500.00	\$ 53,500.00
Texas Street Festival	\$15,000		
Dues	\$5,000		
Annual Banquet	\$2,000		
Little Nashville	\$30,000		
Mixers	\$1500		

25-510-2011	Contract Labor- Writer	\$	6,000.00	\$	6,000.00	\$	6,000.00	\$	6,000.00
25-510-2102	Crime Insurance	\$	700.00	\$	700.00	\$	700.00	\$	700.00
25-510-2036	Downtown Development	\$	70,000.00	\$	70,000.00	\$	70,000.00	\$	70,000.00
25-510-2165	Electricity	\$	4,700.00	\$	4,700.00	\$	4,700.00	\$	4,700.00
25-510-2142	Janitorial	\$	13,200.00	\$	13,200.00	\$	13,200.00	\$	13,200.00
25-510-2125	Legal	\$	45,000.00	\$	45,000.00	\$	45,000.00	\$	45,000.00
25-510-2021	Loan Fees- EDC	\$	750.00	\$	825.00	\$	1,100.00	\$	1,100.00
25-510-xxxx	Leadership Empowerment Group	\$	12,000.00	\$	12,000.00	\$	12,000.00	\$	12,000.00
25-510-xxxx	Real Estate Closing Costs								
25-510-2010	Marketing & Promotion	\$	13,150.00	\$	17,500.00	\$	45,150.00		
	GeoTours		\$3750						
	Social Media		\$5000						
	Loopnet		\$2000						
	GeoFence		\$5000						
	Merchant Campaign		\$2400						
	Murals		\$15,000						
	Influencers		\$10,000						
	Marketing Collateral		\$2,000						
25-510-2095	Meetings	\$	2,600.00	\$	2,600.00	\$	3,900.00		
25-510-2130	Membership/Subs	\$	2,000.00	\$	2,000.00	\$	3,800.00		
25-510-2133	Miscellaneous	\$	1,500.00	\$	1,500.00	\$	1,500.00		
25-510-2080	Office Equipment- Lease	\$	4,500.00	\$	4,500.00	\$	4,500.00		
25-510-xxxx	Outlet Mall Oct 2018-Oct 2028	\$	530,000.00	\$	530,000.00	\$	550,000.00		
25-510-2320	Professional Fees- Accounting	\$	21,000.00	\$	21,000.00	\$	21,000.00		
25-510-xxxx	Project Orchard Grove Apartments	\$	50,000.00	\$	50,000.00	\$	50,000.00		
25-510-xxxx	Project RGV Livestock Show Park	\$	25,000.00	\$	25,000.00	\$	25,000.00		
25-510-2362	Project Rios of Mercedes	\$	51,400.00	\$	51,400.00	\$	51,400.00		
25-510-2365	Project VIDa	\$	15,000.00	\$	15,000.00	\$	15,000.00		
25-510-xxxx	Project La Herencia								
25-510-xxxx	Project Travel Center								
25-510-xxxx	Project Southern Tire Mart	\$	217,800.00	\$	217,800.00	\$	-		
25-510-2335	Projects	\$	826,056.98	\$	1,330,069.78	\$	1,349,269.95		
	M30 \$1,000,000								
	3rd Street Electrical \$2,250								



25-510-2144	Receptionist	\$14,500							
	Health	\$2,000							
25-510-2355	Series 2007- Interest		\$45,500.00	\$	45,500.00	\$	34,807.50		
25-510-2356	Series 2007- Principle		\$235,000.00	\$	235,000.00	\$	279,807.50		
25-510-2310	Sponsorships		\$18,850.00	\$	21,850.00	\$	27,850.00		
	Aurora House March		\$1,100						
	Aurora House Gala		\$2,000						
	Smokin' on the Rio		\$12,500						
	RGV Livestock Show		\$7,000						
	Newpapers in Schools		\$250						
	RGVLS Fall Fest		\$2,000						
	RGVLS Gala		\$3,000						
25-510-2025	Telephones		\$5,400.00	\$	5,400.00	\$	4,800.00		
25-510-2371	TLF Repayment- Interest		\$10,390.08	\$	10,390.08	\$	1,201.06		
25-510-2372	TLF Repayment- Principle		\$127,209.84	\$	127,209.84	\$	56,253.74		
25-510-2150	Travel & Training		\$5,000.00	\$	10,000.00	\$	48,540.00		
	ICSC Texas		\$15,000						
	ICSC Las Vegas		\$15,000						
	Retail Live!		\$8,540						
	IAAPA		\$10,000						
25-510-xxxx	VTX Note		\$250,000.08	\$	250,000.08	\$	250,000.08		
25-510-2160	Water Bill		\$1,700.00	\$	1,700.00	\$	1,800.00		
25-510-2131	Website		\$7,980.00	\$	7,980.00	\$	7,980.00		
	<b>TOTAL OTHER SERVICES &amp; CHARGES</b>		<b>\$ 2,683,177.98</b>	<b>\$</b>	<b>3,201,324.78</b>	<b>\$</b>	<b>3,090,259.83</b>		
<b>MAINTENANCE</b>									
25-510-2520	OFFICE EQUIPMENT		\$6,000.00	\$	6,000.00	\$	10,000.00		
25-510-2540	MAINTENANCE		\$31,200.00	\$	31,200.00	\$	57,200.00		
	<b>TOTAL MAINTENANCE</b>		<b>\$ 37,200.00</b>	<b>\$</b>	<b>37,200.00</b>	<b>\$</b>	<b>67,200.00</b>		
25-510-3050	OFFICE SUPPLIES		\$2,000.00	\$	2,200.00	\$	2,250.00		
	Adobe Creative Cloud		\$419.88						
	<b>TOTAL SUPPLIES</b>		<b>\$ 2,000.00</b>	<b>\$</b>	<b>2,200.00</b>	<b>\$</b>	<b>2,250.00</b>		

<b>CAPITAL OUTLAY</b>				
25-510-4005	FURNITURE & FIXTURES	\$ 1,000.00	\$ 1,515.91	\$ 1,600.00
<b>TOTAL CAPITAL OUTLAY</b>		<u>\$ 1,000.00</u>	<u>\$ 1,515.91</u>	<u>\$ 1,600.00</u>
<b>TOTAL 10-DEVELOPMENT CORP. OF MERC</b>				
<b>TOTAL EXPENDITURES</b>		<u>\$ 3,006,660.98</u>	<u>\$ 3,526,211.69</u>	<u>\$ 3,462,195.10</u>

**FY24-25 Mercedes Marketing Plan**

<b>ID</b>	<b>Marketing Project</b>	<b>Organization</b>	<b>Creative</b>	<b>Location</b>	<b>Time</b>	<b>23-24 Cost</b>	<b>24-25 Cost</b>
2.0	Marketing						
2.1	Publications						
2.1.1	Valley Business Report	City	Tourism	Regional	Annual	\$ 4,800	\$ 4,800
						\$ 4,800	\$ 4,800
2.2	Tradeshows						
2.2.1	ICSC Texas	EDC	Mix Use Development	San Antonio	November	\$ 5,000	\$ 15,000
2.2.2	ICSC Recon	EDC	Mix Use Development	Las Vegas	May	\$ -	\$ 15,000
2.2.3	Retail Live!	EDC	Mix Use Development	Austin		\$ -	\$ 8,540
2.2.4	IAAPA	EDC	Retail Development	Orlando	November	\$ -	\$ 10,000
						\$ 5,000	\$ 48,540
2.3	Online						
2.3.1	mercedesedc.com	EDC	Organization	Mercedes	Annual	\$ 7,980	\$ 7,980
2.3.2	mercedeschamber.com	Chamber	Organization	Mercedes	Annual	\$ 4,000	\$ 4,000
2.3.3	cityofmercedes.com	City	Organization	Mercedes	Annual	\$ -	\$ -
2.3.4	facebook.com	Chamber/EDC	Social	Mercedes	Annual	\$ -	\$ -
2.3.5	Loopnet/CoStar	EDC	Mix Use Development	Mercedes	Annual	\$ 2,000	\$ 2,000
						\$ 13,980	\$ 13,980
2.4	Collateral						
2.4.1	Market Profile	EDC	Mix Use Development	Mercedes	Annual	\$ -	\$ -
						\$ -	\$ -
2.5	Billboards						
2.5.1	Benchmark	EDC	Tourism	Mercedes	Annual	\$ -	\$ -
2.5.2	Shared Billboard Chamber/DCM	Chamber/EDC	Tourism	Mercedes	Annual	\$ -	\$ -
2.5.3	Chamber	Chamber	Tourism	Mercedes	Annual	\$ -	\$ -
2.5.4	Lone Star Logos	City	Tourism	Mercedes	Annual	\$ 12,825	\$ 12,825
						\$ 12,825	\$ 12,825
2.6	Sponsorships						
2.6.1	Valley Morning Star	EDC	Tourism	Mercedes	October	\$ 250	\$ 250
2.6.2	Smokin on the Rio	EDC	Tourism	Mercedes	February	\$ 12,500	\$ 12,500
	Smokin on the Rio	City	Tourism	Mercedes	February	\$ 12,500	\$ 12,500
2.6.3	National Professional Bullriders	EDC	Tourism	Mercedes	February	\$ -	\$ -
	National Professional Bullriders	City	Tourism	Mercedes	February	\$ -	\$ -
2.6.4	RGV Livestock Show	EDC	Tourism	Mercedes	March	\$ 5,000	\$ 7,000
	RGV Livestock Show	City	Tourism	Mercedes	March	\$ -	\$ -
2.6.5	Birding Classic	EDC	Tourism	Mercedes		\$ -	\$ -
2.6.6	Fiesta del Rio	EDC	Tourism	Mercedes	November	\$ -	\$ -
	Fiesta del Rio	City	Tourism	Mercedes	November	\$ 2,500	\$ 2,500
2.6.7	Elida Fest	City	Tourism	Mercedes	July	\$ 10,000	\$ 10,000
2.6.8	RGV Livestock Show GALA	EDC		Mercedes	December	\$ -	\$ 3,000
2.6.9	RGV Livestock Show Fall Fest	EDC	Tourism	Mercedes	October	\$ -	\$ 2,000
2.6.10	RGV Livestock Show Music Fest	EDC	Tourism	Mercedes	July	\$ -	\$ -
2.6.11	Auora House	EDC	Tourism	Mercedes	December		\$ 2,000
2.6.12	Auora House	EDC	Tourism	Mercedes	April	\$ 1,100	\$ 1,100
						\$ 43,850	\$ 52,850
2.7	Memberships						
2.7.1	Chamber	EDC	Tourism/Mixed Use Development	Mercedes		\$ 5,000	\$ 5,000
2.7.2	Chamber	City	Tourism/Mixed Use Development	Mercedes		\$ 6,000	\$ 6,000
						\$ 11,000	\$ 11,000
2.8	Television/Radio						
2.8.1	Merchant Campaign	City	Tourism/Investment	Regional	Annually	\$ 2,400	\$ 2,400
	Merchant Campaign	EDC	Tourism/Investment	Regional	Annually	\$ 2,400	\$ 2,400
2.8.2	Spectrum	City	Tourism/Investment	International	Annually	\$ 24,000	\$ 24,000

2.8.3	Advertising in Mexico	City	Tourism/Investment	International	Annually	\$ 13,000	\$ 13,000
						\$ 41,800	\$ 41,800
2.9	Chamber						
2.9.1	Texas Street Festival	City	Tourism	International		\$ 60,000	\$ 60,000
2.9.2	Texas Street Festival	EDC	Tourism	International		\$ 15,000	\$ 15,000
2.9.3	Little Nashville	EDC	Tourism	Regional		\$ -	\$ 30,000
2.9.4	Marketing Collateral	City	Tourism	International		\$ 5,000	\$ 5,000
2.9.5	Annual Banquet	City		Regional		\$ 2,000	\$ 2,000
	Annual Banquet	EDC				\$ 2,000	\$ 2,000
2.9.6	Christmas Parade	City	Tourism	Regional		\$ 4,000	\$ 4,000
2.9.7	Winter Texas Reception	City	Tourism	National		\$ 3,000	\$ 3,000
2.9.8	Mercedes Leadership	City	Tourism	International		\$ 1,000	\$ 1,000
2.9.9	Movies in the Park	City	Tourism	Mercedes		\$ 4,000	\$ 4,000
2.9.9.1	Mixers	EDC	Development	Regional			\$ 1,500
						\$ 96,000	\$ 127,500
3.0	Direct Marketing						
3.1.1	GeoTours	EDC	Tourism	International	Annually	\$ 3,750	\$ 3,750
3.1.2	GeoFencing	EDC	Tourism	International		\$ -	\$ 5,000
						\$ 3,750	\$ 8,750
4.0	Social Media						
4.1.1	Writer	EDC	Tourism/Investment	Regional	Annually	\$ 6,000	\$ 6,000
4.1.2	Business Commercials	EDC	Tourism/Investment	International	Annually	\$ 12,000	\$ -
4.1.3	Social Media Advertising	EDC	Tourism/Investment	International	Annually	\$ 5,000	\$ 5,000
4.1.4	Social Media Advertising	City	Tourism/Investment	International	Annually	\$ 5,000	\$ 5,000
4.1.5	Influencers	EDC	Tourism/Investment	International	Annually	\$ -	\$ 10,000
						\$ 28,000	\$ 26,000
5.0	Other						
5.1.1	Murals	EDC	Tourism	International		\$ 15,000	\$ 15,000
						\$ 15,000	\$ 15,000
					TOTAL	\$ 276,005	\$ 363,045
					CITY	\$ 172,025	\$ 172,025
					DCM	\$ 99,980	\$ 189,520



Salaries

FY23-24									
<u>Employee</u>	<u>Position</u>	<u>Dept.</u>	<u>Base Pay</u>	<u>Cost of Living</u>	<u>Education</u>	<u>Longivity</u>	<u>Adj Base Pay</u>		
100% Melissa Ramirez	Executive Director	25-510-1010	\$ 102,000.00		\$3,000.00	\$1,200.00	\$ 106,200.00		
100% Zefra Mascorro	Administrative Assistant	25-510-1010	\$ 40,000.00		\$2,000.00		\$ 42,000.00		
100% Mario Salinas	Marketing Coordinator	25-510-1010	\$ 60,000.00				\$ 60,000.00		
Dept. Total			\$ 202,000.00				\$ 208,200.00		

FY24-25									
<u>Employee</u>	<u>Position</u>	<u>Dept.</u>	<u>Base Pay</u>	<u>Cost of Living</u>	<u>Education</u>	<u>Longivity</u>	<u>Adj Base Pay</u>		
100% Melissa Ramirez	Executive Director	25-510-1010	\$ 107,000.00		\$3,000.00	\$1,300.00	\$ 111,300.00		
100% Zefra Mascorro	Administrative Assistant	25-510-1010	\$ 42,800.00		\$2,000.00	\$100.00	\$ 44,900.00		
100% Mario Salinas	Marketing Coordinator	25-510-1010	\$ 64,200.00			\$100.00	\$ 64,300.00		
Dept. Total			\$ 214,000.00				\$ 220,500.00		

**RESOLUTION 2024-26  
AUTHORIZING SIGNATORIES**

A RESOLUTION OF THE COMMISSIONERS COURT THE CITY OF MERCEDES, TEXAS DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND FINANCIAL DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (DR) PROGRAM THROUGH THE CITY OF MERCEDES AWARDED AS **CONTRACT NUMBER 24-067-027-E215 (A.K.A. 2019 FLOODS HMID COMPETION FOR COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR))**,

WHEREAS, the Commissioners Court of the City of Mercedes has received a 2019 infrastructure grant award to provide flood drainage improvements, and:

WHEREAS, it is necessary to appoint persons to execute contractual documents and financial documents for requesting funds from the Texas General Land Office, and:

WHEREAS, an original signed copy of the community development revitalization (CDR) *Depository/Authorized Signatories Designation Form* is to be submitted with a copy of this Resolution, and:

WHEREAS, the City of Mercedes acknowledges that in the event that an authorized signatory of the city changes (elections, illness, resignations, etc.), the City of Mercedes must provide CDR with the following:

- A resolution stating who the new authorized signatory is (not required if this original resolution names on the title and not the name of the signatory); and
- A revised CDR *Depository/Authorized Signatories Designation Form*.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONER’S COURT OF THE CITY OF MERCEDES OF HIDALGO COUNTY, TEXAS, AS FOLLOWS:

The City Mayor and City Manager be authorized to: execute a grant application, accept a grant award and execute any subsequent contractual documents; certify environmental review documents between the Texas General Land Office and the City of Mercedes for GLO’s 2019 Floods HUD Most Impacted and distressed (HMID) Competition Community Development Block Disaster Recovery (CDBG-DR) Infrastructure Grant.

The City Mayor, City Manager/Administrators, Urban County Program Director, Urban County Program Home/State Managers, and Urban County Program State Coordinators be authorized to prepare, certify, execute and submit the *Texas General Land Office Disaster Recovery Program Request for Payment (Form A203)* as well as all other Texas General Land Office forms/documents related to and/or required for requesting funds approve for GLO’s 2018 South Texas Floods Community Development Block Disaster Recovery (CDBG-DR) Infrastructure Grant.

PASSED AND APPROVED BY THE COMMISSIONER’S COURT OF THE CITY OF MERCEDES, TEXAS HIDALGO COUNTY ON 3<sup>rd</sup> day of August, 2024.

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

\_\_\_\_\_  
Alberto Perez, City Manager  
Mercedes, Texas

**Ordinances/Resolution**

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**DATE:** September 3, 2024  
**FROM:** Alvaro De Leon, Chief Building Official  
**ITEM:** New Zoning: Class “R-TH” Town House Residence District

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**BACKGROUND INFORMATION:**

The establishment of the Townhouse Residential District represents a strategic step in accommodating future residential growth. The Townhouse Residential District is a newly established zoning category designed to support and guide medium-density residential development within the community. This district aims to provide a balanced approach to residential growth by offering a range of site options and space configurations for single-family homes, while ensuring the development remains predominantly owner-occupied.

**ATTACHMENTS:**

- New Proposed Zoning

**Staff Recommendation:** Approval.

**ORDINANCE NO.: 2024 -11**

**AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS, ESTABLISHING, REGULATIONS FOR TOWNHOUSES DISTRICT; DEFINITION; AREA REQUIREMENTS; PERMITTED USES; CONDITIONAL USES; PROHIBITED USES.**

**WHEREAS**, The City of Mercedes, Texas was incorporated for the purpose of having orderly growth and to manage said growth by its adopted ordinances and regulations; and,

**WHEREAS**, the primary land use ordinance to help in this growth process is the Zoning Ordinance; and,

**WHEREAS**, the City of Mercedes understands that, from time to time, its Zoning Ordinance will have to be amended to account for changing conditions, circumstances, and to provide a diversity of residential land use to also be provided in Mercedes, Texas; and,

**WHEREAS**, it is considered a responsible action of stewardship to amend the zoning ordinance when such is in the city’s best interests, as deemed appropriate.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MERCEDES, COUNTY OF HIDALGO, STATE OF TEXAS, THAT:**

1. The new residential zoning district, referred to as ‘Townhouse Residency District’ (R-TH) shall hereafter be included in the City of Mercedes’ Zoning Ordinance to be as follow:

**(R-TH) Townhouse Residency District**

**A. Purpose:**

1. The townhouse residential district is established to provide adequate space and site diversification for medium-density residential development that is single-family, on separate lots, and typically owner occupied.
2. The zone recognizes the difference between single-family detached and single-family attached dwelling units, and has adjusted the area requirements accordingly.

**B. Permitted uses:**

1. One townhouse, zero lot line, or patio home per lot.
2. One single-family detached dwelling per lot meeting the area requirements of the single-family district.
3. Portable buildings or storage buildings used as an accessory to the residential use and not for living quarters.



4. Nurseries, greenhouses, and gardens where the products are not to be sold.
5. Paved automobile parking areas which are necessary to the uses permitted in this district.

**C. Conditional uses (require use permits):**

1. Institutional, including day care centers with six children or more enrolled, or in townhouses.
2. Associated recreation and/or community clubs.
3. Real estate sales offices and on-site construction offices for more than two years or occupying mobile homes.

**D. Prohibited uses:**

1. Any building erected or land used for other than one or more of the preceding specified uses.
2. The storage of equipment, material or vehicles, including abandoned vehicles, which are not necessary to the uses permitted in this district.
3. A driveway or crosswalk way, as distinct from a dedicated street to provide access to premises in a commercial or industrial district.
4. Any use of property that does not meet the required minimum lot size; front, side and rear yard dimension; and/or lot width; or exceeds the maximum height, building coverage or density per gross acre as required.

**E. Area requirements:**

1. Minimum lot area: (a) With sewer, 2,500 square feet. (b) In areas without approved sewage treatment facilities, minimum lot size will be determined based on results of approved percolation tests.
2. Maximum number of single-family dwelling units per lot, one.
3. Lot Frontage on a Public Street (a) Internal lot shall have a minimum depth of 20'. (b) Corner lot shall have a minimum of 30 feet.
4. Depth: There shall be a lot depth of at least 60 feet.
5. Front Setback: There shall be a depth of front setback of at least ten feet.
6. Rear Setback: There shall be a minimum depth of zero feet.
7. Side Yard: (a) Internal Lot: six feet. (b) Corner lot or abutting a street: ten feet. (c) Townhouses separated by firewalls meeting the requirements of the building code may build to the property line where such structures abut.
8. Distance between buildings: There shall be a minimum distance between buildings on the same lot or parcel of land of ten feet.
9. Minimum distance from the public right-of-way to the entrance to a garage or enclosed carport, unless otherwise specified by the planning and zoning commission, 18 feet.
10. Maximum building coverage as a percentage of lot area, 80 percent.

- 11. Height Restriction: There shall be a maximum height of structures of 36 feet. Where a structure exceeds 25 feet in height, each unit without a firewall shall be set back one additional foot for each foot above 25 feet.
- 12. Parking: There shall be a minimum number of two (2) off-street parking spaces required for one single-family attached or detached dwelling unit.

**2. SEVERABILITY PROVISION**

By the adoption of this ordinance, should there be any word, sentence, phrase, and/or expression that may be deemed by a court of competent jurisdiction to be invalid, or legally deleted from the content of his ordinance, it is declared that the remaining portion or portions of this ordinance shall remain fully enabled, active and in full force.

**3. CUMULATIVE PROVISION**

Should there be any existing ordinance, regulation, policy, and/or guideline that may be in conflict with the established regulations of this zoning ordinance, whether in whole or in part, the terms of this ordinance shall be controlling and override any such existing conflict.

**4. PUBLICATION DATE**

Once adopted, the City secretary shall as soon as practicable, forward the caption of this coning ordinance to be published in a newspaper of local circulation.

**READ, DISCUSSED, AND APPROVED ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, IN THE YEAR OF OUR LORD, \_\_\_\_\_.**

**1<sup>st</sup> Reading:** \_\_\_\_\_

**2<sup>nd</sup> Reading:** \_\_\_\_\_

**CITY OF MERCEDES:**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
**Martie Garcia Vela**  
**City Attorney**

**STATE OF TEXAS            §                            INTERLOCAL AGREEMENT**

**COUNTY OF HIDALGO §**

**SERVICE CONTRACT    §**

**THIS AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF WESLACO**, a Home Rule Municipal Corporation, hereinafter referred to as “**CITY**” located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596 and **CITY OF MERCEDES** a Home Rule Municipal Corporation, hereinafter referred to as “**MERCEDES**”, located at 400 South Ohio St. Mercedes, Hidalgo County, Texas 78570.

**RECITALS**

**WHEREAS**, MERCEDES desires to engage with CITY for the provision of certain professional services, therefore CITY and MERCEDES mutually agree as follows:

**SECTION I  
CONTRACT AGREEMENT**

CITY agrees to provide MERCEDES Animal Control Operations and Impoundment as follows:

- A. Impoundment services and all available information pertinent to said services, including reports and any other related data. CITY shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished to MERCEDES. Intake limits will be addressed in an administrative memo.
  
- B. CITY shall perform the professional services necessary to accomplish the work specified in this Agreement in accordance with all applicable State and Federal requirements in effect on the date of execution.
  
- C. CITY will provide blank door tags and MERCEDES must provide individual door tags for each animal brought into CITY’S facility.
  
- D. MERCEDES must submit all documentation needed for owner relinquished animals and quarantine animals, which include owner relinquish forms and dog bite reports.
  
- E. MERCEDES must give CITY prompt written notice whenever MERCEDES observes or otherwise becomes aware of any deficiencies in CITY services.
  
- F. Hours of operation:
  - Weslaco Animal Care Services hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday.

**SECTION II  
CALL NOTIFICATION / REPRESENTATIVE**

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i) CITY OF MERCEDES  
Tomas Villagomez III, Public Works Director  
400 South Ohio St.  
Mercedes, Texas 78570

ii) CITY OF WESLACO  
Jose Angel Pedraza, Health Official.  
255 S. Kansas Avenue  
Weslaco, Texas 78596

No other representative from MERCEDES may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

**SECTION III  
PAYMENTS AND FEES**

MERCEDES agrees to pay CITY for services contracted herein as follows:

- A. MERCEDES shall pay CITY \$150.00 per animal impounded at CITY'S shelter.
- B. MERCEDES shall pay CITY \$85.00 per deceased animal taken to CITY'S shelter.
- C. MERCEDES citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. MERCEDES shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- E. MERCEDES shall pay CITY \$250.00 to quarantine an animal.



Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with MERCEDES'S invoice.

MERCEDES will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

**SECTION IV  
CHOICE OF LAW**

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction shall lie in Hidalgo County, Texas.

**SECTION V  
TERM OF AGREEMENT AND TERMINATION**

- A. This Agreement shall be for an initial term of one year, effective \_\_\_\_\_, 2024 and shall continue in full-force and effect through October 1, 2025.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

**SECTION VI  
NON-APPROPRIATIONS**

If MERCEDES cannot appropriate sufficient funding to fulfill it's contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to MERCEDES.

**SECTION VII  
MEDIATION**

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

**SECTION VIII  
HOLD HARMLESS**

To the extent permitted under the Constitution and laws of the State of Texas City Of Mercedes 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 any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

**IN WITNESS WHEREOF**, CITY and MERCEDES have executed two (2) copies of this Agreement as of the date set forth above.

**CITY OF WESLACO**

BY: \_\_\_\_\_  
Adrian Gonzalez, Mayor

255 S Kansas  
Weslaco, Texas 78596  
Phone: 956.968.3181  
Fax: 956.973.3128

**ATTEST:**

BY: \_\_\_\_\_  
Norma A. Cantu, City Secretary

**APPROVED AS TO FORM ONLY:**

Juan E. Gonzalez  
Attorney at Law

\_\_\_\_\_  
City Attorney

**CITY OF MERCEDES**

BY: \_\_\_\_\_  
Oscar Montoya, Mayor

City Of Mercedes  
400 S Ohio St.  
Mercedes, Texas 78570

956-565-3114

**ATTEST:**

BY: \_\_\_\_\_  
Joselynn Castillo, City Secretary

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
Alberto Perez, City Manager



August 13, 2024

Honorable Oscar D. Montoya Sr.  
Mayor, City of Mercedes  
**ATTN: Alberto Perez, City Manager**  
400 South Ohio,  
Mercedes, Texas 78570

**RE: San Jacinto Subdivision No. 15 proposed inclusion on the San Jacinto Enterprises & Olivarez Organization, LLC Proposed TIRZ for the City of Mercedes**

Dear Mayor Montoya,

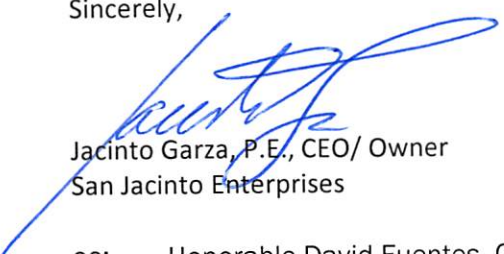
As discussed, and as per the previous correspondence dated July 30, 2024 (letter attached), we are respectfully requesting your consideration to add our County approved San Jacinto Subdivision No. 15 (please ref. Exhibit A and B) to our proposed TIRZ.

For your information San Jacinto No. 15 is a 26.82 acre and 44 lot subdivision. We have not sold any lots and therefore is a perfect candidate for our request for "voluntary annexation" into the City of Mercedes and inclusion into our proposed TIRZ.

Please be aware that we are investigating whether it's location might preclude the City's acceptance of our petition due to its location vis-a-vis the City's existing boundary. Unlike the two other parcels which are referenced in the recently approved MOU, parcel No. 15 is not contiguous to the City's current boundary. We would suggest that you also have the City's legal counsel review and opine on the same.

Anticipating that there is a legal path forward, Please accept this letter as our formal request for the City of Mercedes to consider our Subdivision No. 15 for voluntary annexation and for inclusion into the MOU as previously submitted, please call me at (956) 565-9813 should you have any questions. Thank you for your consideration.

Sincerely,



Jacinto Garza, P.E., CEO/ Owner  
San Jacinto Enterprises

cc: Honorable David Fuentes, Chairman RGVMPPO, Hidalgo County Commissioner Pct. #1  
William "Bill" Calderon, CEO/ Owner, Calderón Economic Development Strategies, LLC  
Joe Olivarez, CEO/Owner Olivarez Organization, LLC





July 30, 2024

Honorable Oscar D. Montoya Sr.  
Mayor, City of Mercedes  
**ATTN: Alberto Perez, City Manager**  
400 South Ohio,  
Mercedes, Texas 78570

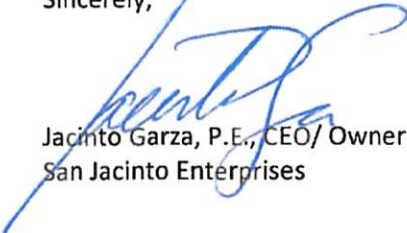
**RE: San Jacinto Enterprises & Olivarez Organization, LLC Proposed TIRZ for the City of Mercedes**

Dear Mayor Montoya,

I want to thank you for taking the time to meet with us concerning our proposed developments and your consideration to create a TIRZ in an effort to continue the growth of the City. I am attaching a DRAFT Memorandum of Understanding (MOU) along with site Map for the location of the Proposed Subdivisions for the City of Mercedes to consider.

Again, please review the MOU and if you have any questions, please call me at (956) 565-9813. Thank you for your consideration.

Sincerely,

  
Jacinto Garza, P.E., CEO/ Owner  
San Jacinto Enterprises

  
Joe Olivarez, CEO/ Owner  
Olivarez Organization, LLC

cc: Honorable David Fuentes, Chairman RGVMPPO, Hidalgo County Commissioner Pct. #1  
William "Bill" Calderon, CEO/ Owner, Calderón Economic Development Strategies, LLC

## **Memorandum of Understanding**

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Mercedes, a Texas Home Rule City, ( the "City" ) established under its Charter dated \_\_\_\_\_, and San Jacinto Enterprises LLC and Olivarez Organization LLC ( "Developer" ) both registered in and licensed to do business in the State of Texas, and effective upon approval and execution of the same by both the City Commission of the City of Mercedes, and the President(s) of San Jacinto Enterprises LLC and Olivarez Organization LLC.

**WHEREAS** the City of Mercedes has a desire to work with private entities to assist in the development of the City through business development, tax base expansion, and through the judicious use of incentives; and,

**WHEREAS** the City also has the desire to expand its tax base through receipt of petitions for the voluntary annexation of land into the City; and,

**WHEREAS** the City has entered into discussions with Developer about the possible voluntary annexation in to the City in return for assistance through the use of one or more tax incentives to facilitate the development of several hundred acres of land currently in the City's Extra Territorial Jurisdiction; and,

**WHEREAS** Developer both owns and has the intention of developing certain parcels of land located in the Mercedes ETJ; and

**WHEREAS** Developer has need for development assistance from the one or several local jurisdictions to mitigate the high land development costs for roads, underground utilities, amenities, in order to render the development of the land financially feasible, viable, and financeable; and,

**WHEREAS** Developer has requested the City to create one Tax Increment Reinvestment Zone (TIRZ) to assist with the development of the raw land, and to help cover the costs associated with Roads, Underground Water and Waste Water Utilities, Drainage, Detention, Electrical and Communication Utilities, Green Spaces and Public Amenities, Sidewalks, Lighting, Development Fees, other land development expenses including Development Consultants, among other standard development costs eligible for reimbursement through TIRZs; and,

**WHEREAS** Developer has expressed a desire to partner with the City to accomplish the development of the land by petitioning for the voluntary annexation into the City provided the City agrees to create a TIRZ for use in mitigating 100% of the development costs;

**NOW THEREFORE BE IT RESOLVED THAT THIS MEMORANDUM OF UNDERSTANDING SERVES AS THE BASIS FOR MOVEMENT FORWARD BY BOTH PARTIES IN THE FOLLOWING FASHION, AND ON TRACTS AS IDENTIFIED ON EXHIBIT A TO ACCOMPLISH THE FOLLOWING:**

- 1) The City will accept assistance from the developer and consultant team to take all of the necessary steps toward the creation of a tax increment reinvestment zone over all of the acreage proposed for development, as reflected in the attached Exhibit A, and also allow for the inclusion in the preliminary and final project plans / reinvestment zone financing plans of the developments costs as contemplated in the recitals above.
- 2) Developer will conditionally submit a petition to the City, which petition will be subject to the City's creation of the TIRZ to facilitate development of the land as contemplated in the recitals above.
- 3) The two parties commit to work together to pursue and seek approval of an inter-local agreement between the City and Hidalgo County for their participation in the TIRZ to maximize the Developers capacity to develop the land into highest and best use for the benefit of the City and the County.

Approved on this this \_\_\_\_\_ of \_\_\_\_\_, by a majority vote of the City Commission of the City of Mercedes, Texas.

On behalf of the City by \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor

On behalf of San Jacinto Enterprises LLC by \_\_\_\_\_ Date: \_\_\_\_\_  
Jacinto Garza

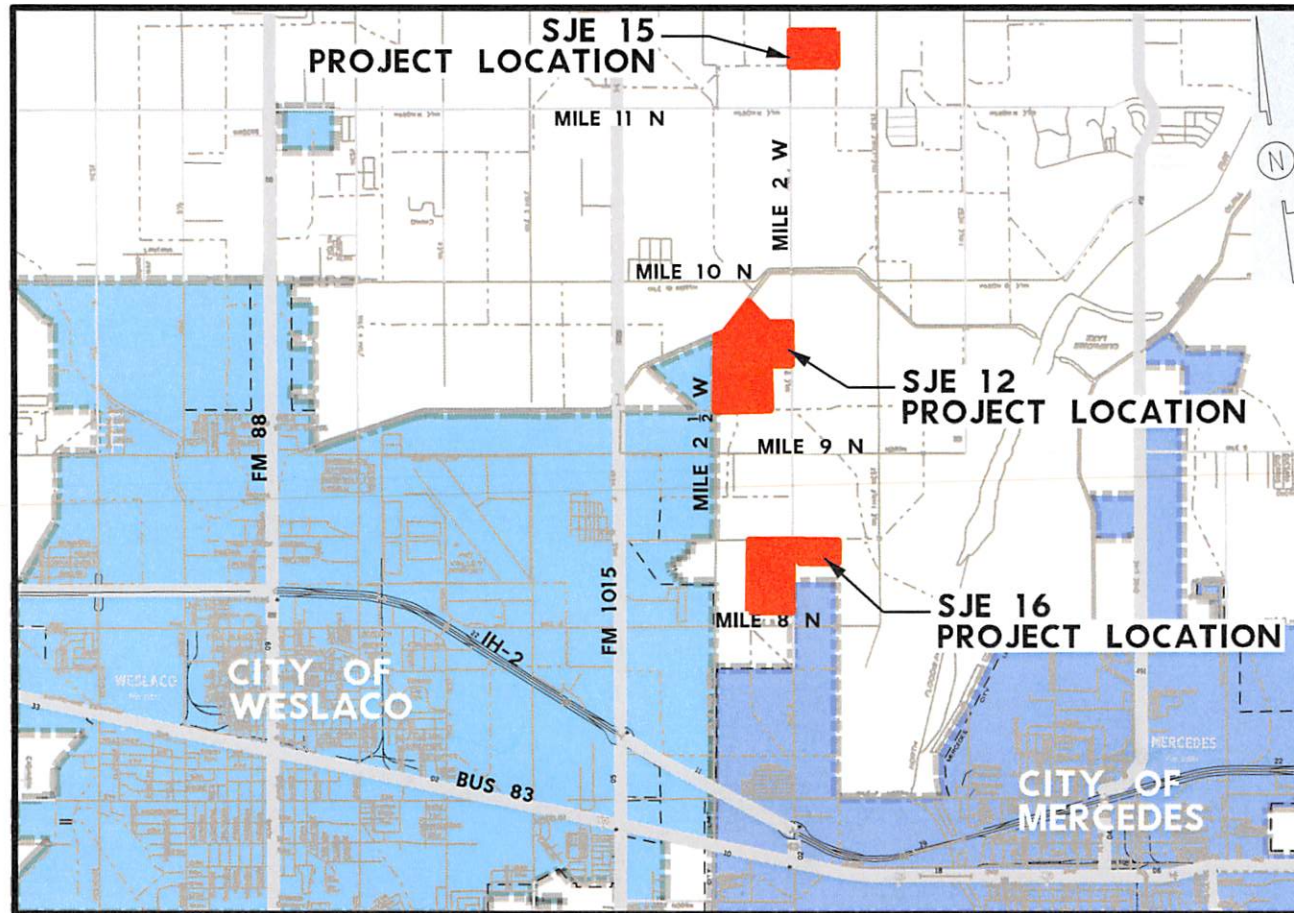
On behalf of Olivarez Organization LLC by \_\_\_\_\_ Date: \_\_\_\_\_  
Joe Olivarez

	ACRES	• OF LOTS	DISTANCE TO MERCEDES CITY LIMITS (APPROX.)
SJE • 12	127.44	332	0.95
SJE • 15	26.82	44	2.25
SJE • 16	81.73	294	0.00

MERCEDES CITY LIMITS BASED ON CITY PLANNING DEPT. MAP (9/21/21)  
 WESLACO CITY LIMITS FROM CITY PLANNING DEPT. (9/9/22)

# EXHIBIT A

1" = 1.25 MILES



## PROPOSED SAN JACINTO DEVELOPMENT 12, 15 & 16



### L&G Engineering

2100 W Expressway 83  
 Mercedes, Texas 78570  
 Phone: (956) 565-9813  
 Fax: (866) 605-1331  
 Firm No: F-4105

900 S Stewart Rd, St. 6  
 Mission, Texas 78572  
 Phone: (956) 585-1909  
 Fax: (866) 605-1331



city of  
**mercedes**  
*It Starts Here!*

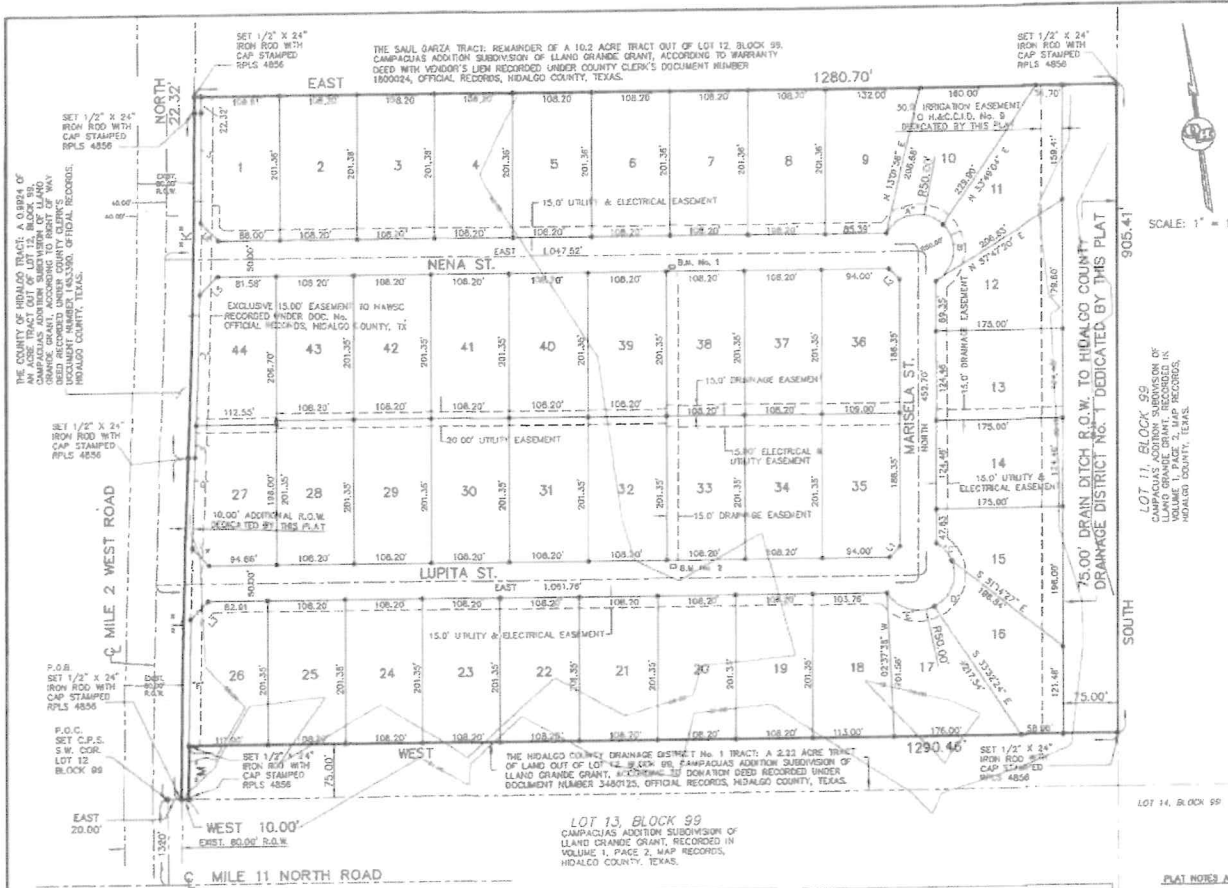


### San Jacinto Enterprises

2100 W Expressway 83  
 Mercedes, Texas 78570  
 Phone: (956) 565-9813  
 Fax: (866) 605-1331



# EXHIBIT B



**RIGHT OF WAY EASEMENT**

BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, heirs and assigns (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by North Plains Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, heirs and assigns, an easement perpetual in nature with the right to erect, construct, install and thereafter use, operate, maintain, repair and replace, and remove and distribute lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress, over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. This easement hereby granted shall not exceed 10' in width, and Grantee is hereby authorized to designate the course of said easement herein conveyed except that when the easement is installed, the easement herein granted shall be limited to a strip of land 12' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted shall be a cable road and the city, county or state thereafter orders or relocates the public road on the right to require the relocation of this water line as installed, Grantor further grants to Grantee as aforesaid, its heirs and assigns, the right to require the relocation of this water line as installed, and to use the same as may be necessary to other the road improvements, which easement hereby granted shall be limited to a strip of land 12' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement or relocation of the structures referred to herein. This agreement includes all other provisions of this grant that constitute an agreement for the benefit of the Grantee, its successors and assigns. The other provisions of this grant that constitute an agreement for the benefit of the Grantee, its successors and assigns, shall remain in full force and effect except the following:

The easement hereby granted was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title 49 of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the Grantor owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

JACINTO GARZA, PRESIDENT  
2100 W. EXPRESSWAY 83  
MERCEDER, TEXAS 75757

DATE

**INDEX OF SHEETS**

SHEET 1  
HEADING INDEX; LOCATION MAP; PRINCIPAL CONTACTS; MAP DESCRIPTION (METES AND BOUNDS); LOT, STREETS, AND EASEMENT LAYOUT; LINE AND CURVE DATA; ENGINEER'S & SURVEYOR'S CERTIFICATION; CITY MAYOR'S APPROVAL CERTIFICATE; CITY PLANNING CERTIFICATION; PLAT NOTES AND RESTRICTIONS; COUNTY RECORDING CERTIFICATE; ATTESTATION; HIDALGO COUNTY RECORDING CERTIFICATE; H.C.D. No. 1 CERTIFICATION; HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; REVISION NOTES; COUNTY JUDGE CERTIFICATE; REVISION NOTES

SHEET 2  
CONSTRUCTION DETAILS WATER DISTRIBUTION AND SANITARY SEWER (WSS) MAP, CHEMISTRY REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/SEWER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SUBDIVISION CERTIFICATE & STATEMENT

SHEET 3  
CONSTRUCTION DETAILS DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION; REVISION NOTES

**LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:**

SAN JACINTO ESTATES No. 15 IS LOCATED IN SOUTHEAST HIDALGO COUNTY ON THE NORTH SIDE OF MILE 11 NORTH ROAD, APPROXIMATELY 1200 FEET EAST OF MILE 2 WEST ROAD. THE ONLY NEAREST MUNICIPALITY IS THE CITY OF BELACCO ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF BELACCO (POPULATION 37,797), SAN JACINTO ESTATES No. 15, LIES APPROXIMATELY 0.75 MILE FROM THE CITY LIMITS AND FALLS IN THE 3 MILE U.S. OF THE CITY IT LIES IN PRESENTLY IN.

**PRINCIPAL CONTACTS:**

Name	Address	City & Zip	Phone	Fax
SAN JACINTO ENTERPRISES, L.L.C.	2100 W. EXPRESSWAY 83	MERCEDER, TX 75757	(817)351-8480	865-8518
JACINTO GARZA, PRESIDENT	2100 W. EXPRESSWAY 83	MERCEDER, TX 75757	(817)351-8480	865-8518
OWNER: ALFONSO A. QUINTANILLA	124 E. STUBBS ST.	EDINBURG, TX 78842	(361)361-6480	361-2822
SURVEYOR: ALFONSO A. QUINTANILLA	124 E. STUBBS ST.	EDINBURG, TX 78842	(361)361-6480	361-2822

**STATE OF TEXAS**  
**COUNTY OF HIDALGO**  
**OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION**

I, JACINTO GARZA, PRESIDENT, AS OWNER OF THE 26.82 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAN JACINTO ESTATES No. 15, HEREBY SUBMIT THE LAND AS DESCRIBED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §52.032 AND THAT:

(1) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(2) SEWER CONNECTIONS TO THE LOTS OR SEWAGE TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;

(3) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND

(4) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

SAN JACINTO ENTERPRISES, L.L.C.  
JACINTO GARZA, PRESIDENT  
2100 W. EXPRESSWAY 83  
MERCEDER, TEXAS 75757

DATE

**STATE OF TEXAS**  
**COUNTY OF HIDALGO**

BEFORE ME, the undersigned notary public, on this day personally appeared JACINTO GARZA, PRESIDENT, who is known to me through the Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ALFONSO A. QUINTANILLA - NOTARY PUBLIC  
Member No. 26,200  
NOTARY EX. 02010550

HIDALGO COUNTY  
CERTIFICATE OF PLAT APPROVAL  
UNDER LOCAL GOVERNMENT CODE § 232.02(c)

WE, THE UNDERSIGNED CERTIFY that this plat of the SAN JACINTO ESTATES No. 15, was reviewed and approved by the Hidalgo County Commissioners Court on \_\_\_\_\_

Hidalgo County Judge \_\_\_\_\_ Date \_\_\_\_\_  
Hidalgo County Clerk \_\_\_\_\_ Date \_\_\_\_\_

APPROVED BY DRAINAGE DISTRICT:  
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE, § 49.211, C. 1. THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.E.M.  
GENERAL MANAGER

DATE

**HIDALGO COUNTY**  
**CERTIFICATE OF PLAT APPROVAL**

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SAN JACINTO ESTATES No. 15 HAS BEEN REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON \_\_\_\_\_

ENVIRONMENTAL HEALTH DIVISION MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

THIS PLAT IS APPROVED BY THE HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9, DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 RIGHT-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF DISTRICT No. 9.

2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHICH THE LAND HAS IN AGRICULTURAL USE.

3. DISTRICT No. 9 WILL NOT BE RESPONSIBLE FOR THE STORM/RAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION, AS WELL AS DISTRICT No. 9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION, IF DESIRED, THIS WILL NOT BE AT THE DISTRICT'S EXPENSE.

4. DISTRICT No. 9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

GENERAL MANAGER  
HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9

DATE

**STATE OF TEXAS**  
**COUNTY OF HIDALGO**

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

MARCO A. GONZALEZ  
P.E. No. 120018

4-22-24  
DATE

FILED FOR RECORD IN  
HIDALGO COUNTY  
ARTURO GUJARDO, JR.  
HIDALGO COUNTY CLERK

OR: \_\_\_\_\_ AT \_\_\_\_\_ AM/PM  
INSTRUMENT NUMBER OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS  
DEPUTY

**PLAT NOTES AND RESTRICTIONS:**

1. FLOOD ZONE STATEMENT:  
FLOOD ZONE DESIGNATION ZONE "X" (SHADED) AREAS OF 500-YEAR FLOOD, AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTH OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.  
COMMUNITY-PANEL NUMBER 480334 OASO C  
REVISED DATE: MAY 30, 2002 LDMR

2. SETBACKS:  
FRONT ..... 25.00 FEET  
REAR ..... 25.00 FEET  
SIDE ..... 10.00 FEET  
CORNER SETBACKS SHALL BE GREATER IN ALL CASES

3. MINIMUM FINISH FLOOR ELEVATION SHALL BE 15' ABOVE THE CENTER LINE OF STREET OR MINIMUM FINISH FLOOR ELEVATION SHALL BE 15' ABOVE THE FINISH FLOOR ELEVATION OF 81.00' (WHICHEVER IS GREATER). ELEVATION CERTIFICATE MAY BE REQUIRED FOR THIS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION PERMITS AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

4. BENCHMARK NOTE:  
THE FOLLOWING BENCHMARK IS BENCHMARKED ON THE PAGE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:  
BENCHMARK No. 1: TOP OF MILE 12/11 80.50 1/2" IRON ROD SET LOCATED NEAR THE NORTHWEST CORNER LOT 35, N.E.V.D. 86 DATUM  
BENCHMARK No. 2: TOP OF MILE 12/11 80.50 1/2" IRON ROD SET LOCATED NEAR THE SOUTHWEST CORNER LOT 35, N.E.V.D. 86 DATUM

5. DRAINAGE:  
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 225,842.28 CUMIC - FEET (3.18 ACRES FEET) OF STORM WATER RUNOFF DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:  
SEE DRAINAGE REPORT ON SHEET No. 4

6. THERE ARE NO WATER WELLS WITHIN 100 FEET FROM THE BENCHMARKS ON THIS SUBDIVISION.

7. LEGEND: -- DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED, RPLS 4856 SET IN CONCRETE UNLESS OTHERWISE NOTED.

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT, ENCUMBRANCE SHALL BE KEPT CLEAR OF FENCES, BARRIERS, SHEDS, DRIVING ROPS, AND OTHER PLANTINGS EXCEPT LOW LESS THAN 18 INCHES HIGH, HOODS, CRUISE COVERS, GRASS, OR PLUMBING AND OTHER STRUCTURES THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE EASEMENT.

9. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVISION AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT CONCERNING HIGH AND WIND WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

**REVISION NOTES**

No.	Date	Description	By	Appr'd

**CONSULTING ENGINEERS**  
124 E. STUBBS ST.  
EDINBURG, TEXAS 78835  
ENGINEERING REGISTRATION NUMBER F-1513  
SURVEYING REGISTRATION NUMBER 100411-00

**LAND SURVEYORS**  
PHONE 956-381-6480  
FAX 956-381-0527  
ALFONSO@QAGP.COM

**TOTAL OF LOTS: 44**  
DATE OF PREPARATION: NOVEMBER 15, 2022

SHEET NO.	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
1 OF 4 SHEETS	11-15-2022	LG		