
MERCEDES CITY COMMISSION
REGULAR MEETING
APRIL 1, 2025 – 6:30 PM
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 by Commissioner Howell**
4. **Pledge of Allegiance by Commissioner Garcia**
5. **Open Forum**
6. **Presentation**
 - a. Proclamation for Mercedes ISD Powerlifters
7. **Consent Agenda**
 - a. Approval of Minutes for Meeting(s) held March 18, 2025
 - b. Approval of Interlocal Cooperation Agreement between the County of Hidalgo, Texas and the City of Mercedes, Texas on behalf of Dr. Hector P. Garcia Memorial Library
8. **City Manager Comments**
 - a. Assessment of the rain event on March 27, 2025
 - b. Commending the Fire/EMS Department for their service to a resident in need
9. **Management Items:** Present, discuss, consider and possibly take action regarding:
 - a. Approval to Extend the Declaration of Local State of Disaster
 - b. Approval to select a bidder for the Mile 2 E Sanitary Sewer Expansion Project
 - c. Approval of appointment(s) to the Building & Standards Commission
10. **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 Project Updates and Project M30 - Section 551.087

11. 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

12. Adjournment

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a Regular Meeting on Tuesday, April 1, 2025 at 6:30 PM. 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 28TH DAY OF MARCH, 2025.

ATTEST:



Joselynn Castillo, City Secretary
Time of Posting: 7:05 P.M.

ACCESSIBILITY STATEMENT

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

**MERCEDES CITY COMMISSION
REGULAR MEETING
MARCH 18, 2025 – 6:30 PM
MERCEDES CITY HALL – COMMISSION CHAMBERS
400 S. OHIO AVE., MERCEDES, TX 78570**

MEMBERS PRESENT: Mayor Oscar Montoya
Commissioner Joe Martinez
Commissioner Jacob Howell
Commissioner Armando Garcia
Mayor Pro-Tem Ruben Saldana

MEMBERS ABSENT:

STAFF PRESENT: Alberto Perez, City Manager
Joselynn Castillo, City Secretary
Martie Garcia Vela, City Attorney
Patricio Avila, Asst. City Manager
Meredith Hernandez, Interim Finance Director
Francisco Sanchez, Police Chief
Javier Campos, Fire Chief/EMC
Kristine Longoria, Human Resources
Michael Rocha, I.T Director
Tom Villagomez, Public Works Director
Armando Villela, Parks Director
Adrian Perez, Planning Director
Marisol Vidales, Library Director
Richard Morin, Recreation Director

OTHERS PRESENT: Juan Vasquez

- 1. Call Meeting to Order**
Mayor Montoya welcomed everyone and called the meeting to order at 6:36 p.m.
- 2. Establish Quorum**
All members of the Commission were present, which constitutes a full quorum.
- 3. Invocation by Commissioner Martinez**
- 4. Pledge of Allegiance by Commissioner Howell**
- 5. Open Forum**
There were no residents signed up for open forum.
- 6. Consent Agenda**
 - a. Approval of Minutes for Meeting(s) held March 4, 2025

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

7. Management Items: Present, discuss, consider and possibly take action regarding:

a. Approval of appointment(s) to the Planning & Zoning Commission

Member George Salinas submitted his resignation from the Planning and Zoning Board. Mr. Michael Rivera has submitted his application. Mayor Pro-Tem Saldana motioned to appoint Mr. Michael Rivera. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

b. Approval to accept the Certificate of Unopposed Candidates for the May 2025 Election

City Secretary Castillo informed the commission that the candidates were unopposed. The next step is to certify that the election is unopposed. Commissioner Martinez motioned to accept the Certificate of Unopposed Candidates for the May 2025 election. Commissioner Howell seconded. Upon a called vote, the motion passed unanimously.

c. Approval to cancel the May 2025 Election for Commissioners Place 2 and Place 4
Commissioner Howell motioned to accept the candidate and approve canceling the election. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. At a question, Ms. Castillo stated the City would avoid spending \$45,000 that was budgeted for the election.

8. Bids/Contracts

a. Approval of E-Rate Category 2 bids for Library

Ms. Vidales informed the commission that this is federal funding to purchase new network equipment with a 15 percent match for funds from next fiscal year. Mayor Pro-Tem Saldana motioned to approve. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

b. Agreement for Specialized Professional Ambulance Billing Services.

Fire Chief Campos stated the current billing contract with S&V Billing ends May 31, 2025. Chief Campos stated that partnering with Emergicon will significantly increase revenues and improve billing services. Mr. Brent Irving from Emergicon was present virtually. He provided a brief history of the company and stated they would handle all aspects of the EMS account management, including coding, billing and payment posting. With Emergicon's expertise and technology-driven approach, it could result in a potential increase in overall billing revenue from \$399,562.08 to a projected \$825,000.00. Emergicon will go live on May 1, 2025. At a question, Chief Campos stated their monthly report would provide stats. It's a one-year contract and will automatically renew unless the city opts out. Commissioner Howell motioned to approve. Mayor Pro-Tem Saldana seconded. Upon a called vote, the motion passed unanimously.

9. Monthly Departmental Reports

a. Planning Monthly Report

Mr. Adrian Perez stated projects are going as planned. They are currently working on updating that all businesses get their business license. Mayor Pro-Tem Saldana stated he has received compliments about good customer service from the planning department. No action required

b. Library Monthly Report

Mayor Pro-Tem Saldana commended the library for receiving the Library of Excellence Award. No action required.

c. Finance Monthly Reports

Ms. Hernandez stated they are at 80 % complete on the audit. Ms. Hernandez stated she updated her monthly report and started a new format. No action required.

d. IT Monthly Report

Mr. Rocha informed about the light pole needed to install the camera behind the fire department. He stated we have moved forward with the Agenda software and provided chromebooks for the commission meetings. He added the website update is almost complete. No action required.

e. Fire Department Monthly Report

Chief Campos informed about the progress on the brush truck and ambulance chassis. There was discussion about CodeRed. No action required.

f. City Sec/HR Monthly Report

Ms. Castillo informed about the numbers for the numbers on her report. Ms. Longoria added the HR related information such as vacancies, resignations, retirements and new hires. No action required.

g. Parks Monthly Report and Project Status Spreadsheet

Mr. Villela informed the commission about the parks and stated he could provide commission on the revenues collected for the rental of the fields. They will be updating the play structure at HEB park and adding mulch for the swing sets.

Mr. Morin from the Rec/Dome Center spoke about their programs, sports for adults and children's leagues and lifeguard hiring.

Chief Sanchez from PD spoke about training, Stock show traffic plan and autism awareness.

10. 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)

Commissioner Martinez motioned to go into executive session. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. The meeting went into executive session at 7:54 p.m.

- 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 Project Updates - Section 551.087

11. Open Session

Mayor Montoya called the meeting back to order at 8:17 p.m.

- 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.

12. Adjournment

Commissioner Martinez motioned to adjourn. Mayor Pro-Tem Saldana seconded. Upon a called vote, the motion passed unanimously. The meeting adjourned at 8:17 p.m.

Consent Agenda

DATE: April 1, 2025
FROM: Marisol Vidales, Library Director
ITEM: **Discussion and possible action to Approval of Interlocal Cooperation Agreement between the County of Hidalgo, Texas and the City of Mercedes, Texas on behalf of Dr. Hector P. Garcia Memorial Library**

BACKGROUND INFORMATION: Hidalgo County and the Hidalgo County Library System (HCLS) annually sign an interlocal agreement in which the 13 municipal libraries agree to provide services to county residents. In turn, the county budgets an annual amount to provide for the library system. This year the county budgeted \$317,999. The funds are first used to pay for the Integrated Library System (ILS) that the 13 libraries use to manage borrowers, the collection, and fines. This year the ILS invoice was a total of \$118,400. We also added a new service, which is a courier service for InterLibrary Loans, which was covered by the county. That new service was \$11,255. The remaining \$188,344 is then divided equally between the 13 libraries that comprise HCLS. Each library will be receiving \$14,488 in order to help with library operating expenditures, excluding staff, after the signed interlocal is received.

BOARD REVIEW/CITIZEN FEEDBACK: Not applicable

ALTERNATIVES/OPTIONS: Not applicable

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):	Account Number(s):
\$ (14,488)	

Finance Review by: Has finance reviewed it to make sure we have the funds? No

LEGAL REVIEW: (Has the City Attorney reviewed it, if necessary? No (This is a yearly agreement and no wording has been changed. The only change was an increase to the amount.)

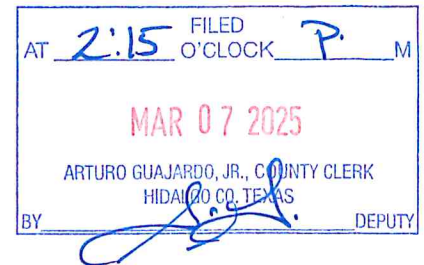
ATTACHMENTS:

1. HCLS Interlocal Cooperation Agreement

STAFF RECOMMENDATION: I am recommending approval of this yearly agreement.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §



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

This Agreement is made effective as of this 4th day of March, 2025, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF MERCEDES, TEXAS hereinafter referred to as "City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2025; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in

such event the affected provision(s) of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8. No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. Entire Agreement: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: Richard F. Cortez, County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to City: City of Mercedes, Texas
Attn: City Manager
400 S Ohio St
Mercedes, Texas 78570

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

12. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13. Assignment. This Agreement shall not be assignable.

14. Headings. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

15. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

16. Authority to Execute. The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms

17. Governmental Purpose. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

18. Commitment of Current Revenues Only. In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party.

19. Non-Discrimination. The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this 4th day of March, 2025.

HIDALGO COUNTY, TEXAS

Richard F. Cortez
Richard F. Cortez, County Judge

ATTEST:


Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

CITY OF MERCEDES, TEXAS

Oscar Montoya
Oscar Montoya, Mayor

ATTEST:

By: _____
Joselynn Castillo, City Secretary

APPROVED BY
COMMISSIONERS COURT
ON: 3/4/25 gpc

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios

By: _____
Victor M. Garza, Chief Administrative Attorney

CITY:
By: _____

_____, City Attorney

March 10, 2025

City Manager
City of Mercedes
400 S. Ohio Street
Mercedes, Tx 78570

Mr. City Manager:

On March 3rd. at around 6:00pm my blood pressure monitor showed that I had a very high blood pressure. I was unable to locate a site in town to get my blood pressure checked.

I decided to Drive to Weslaco V.B.H. Emergency Mirco Center. As I drove by the fire Department, I stopped to ask a young fire fighter if he knew where I could get my blood pressure checked, in Mercedes. He offered to take it himself, and a paramic helped. My pressure was high, but they helped me calm down.

I offered to pay and they said they were here to serve the community.

Thank's a million, I am 83 years of age and greatly appreciate their kind attention. God bless them.

Ramiro R. Sierra, [REDACTED]
Mercedes, Tx - [Signature]

DECLARATION OF LOCAL STATE OF DISASTER

WHEREAS, the City of Mercedes on the 27th day of March, 2025, has suffered widespread or severe damage, injury, or loss of life or property (or there is imminent threat of same) resulting from a severe weather event; and,

WHEREAS, the Mayor of Mercedes has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property,

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF MERCEDES, TEXAS:

That a local state of disaster is hereby declared for the City of Mercedes pursuant to §418.108(a) of the Texas Government Code.

Pursuant to §418.108(b) of the Texas Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration unless continued or renewed by the City Commission of the City of Mercedes.

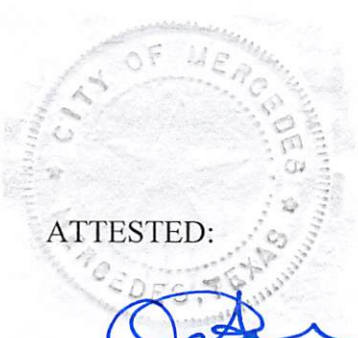
Pursuant to §418.108(c) of the Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

Pursuant to §418.108(d) of the Texas Government Code, this declaration of a local state of disaster activates the City emergency management plan.

That this proclamation shall take effect immediately from and after its issuance.

ORDERED this 28th day of March, 2025.

ATTESTED:




Joselynn Castillo, City Secretary



Oscar D. Montoya Sr., Mayor
City of Mercedes

DATE: April 1, 2025
FROM: Patricio Avila, Assistant City Manager
ITEM: **Discussion and possible action to Approval to select a bidder for the Mile 2 E Sanitary Sewer Expansion Project**

BACKGROUND INFORMATION: Expanding the Sewer line on Mile 2 East will provide sewer to properties such as North Valley Village, which has self-annexed to the City of Mercedes and will provide sewer service to 193 Single units and other future subdivisions in the surrounding area.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):
\$ 276,393.00

Account Number(s):
02-530-4010

Finance Review by: Yes

LEGAL REVIEW: N/A

ATTACHMENTS:

1. RECOMMENDATION LETTER signed 3-24-25

STAFF RECOMMENDATION: Recommend approval as per the City's Project Engineer (Rio Delta) and Cty Staff.



RIO DELTA ENGINEERING
CIVIL ENGINEERING • PROJECT MANAGEMENT • LAND DEVELOPMENT
TEXAS REGISTERED ENGINEERING FIRM F-7628
TEXAS LICENSED SURVEYING FIRM #10194027

March 24, 2025

City Council
City of Mercedes
400 S. Ohio Ave.,
Mercedes, Texas 78570

Re: Bid Award Recommendation – North Valley Village Sewer Expansion (Mile 2 East) Bid No: 2025-001

Dear Council Members,

On **Friday, March 7, 2025, at 10:00 a.m.**, the City of Mercedes received and publicly opened **six (6) sealed bids** for the **North Valley Village Sewer Expansion** project at **Mile 2 East**. Attached is the bid tabulation sheet for your reference, showing the unit costs and total amounts submitted by each contractor. The bids were as follows (listed in order from lowest to highest):

Contractor	Total Bid Amount	Dewatering Allowance	Notable Factors
G8 Utilities	\$198,500.00	\$15,000.00	Lowest bid, but dewatering allowance appears insufficient
Valley Urban Works	\$276,395.00	\$49,255.00	Competitive pricing and reasonable dewatering costs
OMT Utilities	\$298,000.00	\$94,000.00	Balanced pricing with realistic dewatering allowance
4 Pro Construction	\$366,000.00	\$105,000.00	Higher total cost driven by elevated dewatering allowance
Saenz Utilities	\$374,300.00	\$95,000.00	Higher than average, but competitive pricing in key areas
Jimmy Closner & Sons Construction	\$391,500.00	\$5,000.00	Lowest dewatering allowance, increasing risk of change orders

After careful consideration of the bid proposals and project requirements, we recommend awarding the contract to **Valley Urban Works** for the total bid amount of **\$276,395.00**. While G8 Utilities submitted the lowest bid, their proposed dewatering allowance of **\$15,000.00** is significantly lower than the average, raising concerns about the adequacy of funds for site conditions and potential future change orders.

Valley Urban Works' bid reflects a competitive overall price while maintaining a reasonable and realistic dewatering allowance of **\$49,255.00**, which is better aligned with expected site conditions and industry norms. This approach reduces the risk of cost overruns and change orders, ensuring the project can be completed within budget and on schedule.

We kindly request that the City Council consider this recommendation and approve the contract award to **Valley Urban Works** for a total bid amount of **\$276,395.00**. Should you have any questions or require further information, please feel free to contact me at (956) 380-5152 or email at ivan@riodeltaengineering.com.

Sincerely,

Ivan Garcia, PE, RPLS, CFM
Principal

Attachments:

Bid Tabulation Sheet
Sign-In Sheet
Public Bid Opening Order

DATE: April 1, 2025
FROM:
ITEM: Discussion and possible action to Approval of appointment(s) to the Building & Standards Commission

BACKGROUND INFORMATION: The terms for the members of the Building and Standards Board have expired (all 5 of them). As a result, re-appointments or new appointments are required by the board in order to proceed with the condemned properties. As well as there will be four (4) alternate spots open that haven't been filled yet.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

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

Finance Review by: (Has finance reviewed it to make sure we have the funds Yes/No/Not Applicable)

LEGAL REVIEW:

ATTACHMENTS:

None

STAFF RECOMMENDATION: