
MERCEDES CITY COMMISSION
REGULAR MEETING
DECEMBER 16, 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**
4. **Pledge of Allegiance**
5. **Open Forum**
6. **Presentation**
 - a. Proclamation for the Mercedes Tigers Varsity Football Team
 - b. Presentation by the Chief Building Official providing an overview of the 2024 International Building Code
 - c. Presentation by Fire Department regarding fire training with Sister City Ramos-Arizpe's Fire Department
 - d. Presentation Update regarding the Tax Increment Reinvestment Zone No. 1 and No. 2 by Mr. Bill Calderon
7. **Consent Agenda**
 - a. Approval of Minutes for Meeting(s) held December 2, 2025
 - b. Second and Final Reading of Ordinance 2025-37 to Rezone Lot 2 Block 40 Capisallo E Subdivision
 - c. Second and Final Reading of Ordinance 2025-38 establishing Filming Guidelines
 - d. Approval of the Implementation and AI Use Policy
 - e. Approval on CLG 2026 Grant Application
8. **Management Items:** Present, discuss, consider and possibly take action regarding:
 - a. Approval of DCM Policies regarding Foreclosure and Loan Write-Offs
 - b. Consider and take possible action to research feasibility of restricting vape sales and establishments
9. **Ordinances/Resolutions**
 - a. Approval to Ratify Resolution 2025-30 and Agreement for the Temporary Closure of State Right-of-Way – 3rd Annual South Texas International Marathon
 - b. Approval of First Reading of Ordinance 2025-38 amending Chapter 3 "Building Regulations" of the

Code of Ordinances to add a new section, Article 3.12 entitled "Annual Registration and Inspection for Multi-Family Dwellings"

- c. Approval of First Reading of Ordinance 2025-39 to Rezone Lot 13 Hollywood Acres Subdivision
- d. Approval of Resolution 2025-31 regarding the election for the Board of Directors of the Hidalgo County Appraisal District

10. Monthly Departmental Reports

- a. Planning, Recreation Center, I.T., City Sec/HR, Library, Parks

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 Project Updates - Section 551.087
- d. Deliberation regarding Real Property for Neuhaus Property - Section 551.072

12. Open Session

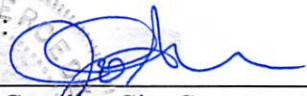
- a. Possible Action pertaining to executive session item A
- b. Possible Action pertaining to executive session item B
- c. Possible Action pertaining to executive session item C
- d. Possible Action pertaining to executive session item D

13. Adjournment

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a Regular Meeting on Tuesday, December 16, 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 10TH DAY OF DECEMBER, 2025.

ATTEST:



Joselynn Castillo, City Secretary
Time of Posting: 5:30 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.



Office of the MAYOR CITY OF MERCEDES



Proclamation

HONORING THE MERCEDES TIGERS VARSITY FOOTBALL TEAM 2025 DISTRICT CHAMPIONS, BI-DISTRICT CHAMPIONS, & AREA FINALISTS

WHEREAS, the City of Mercedes proudly recognizes the outstanding athletic achievement and dedication demonstrated by the **Mercedes Tigers Varsity Football Team** throughout the 2025 football season; and

WHEREAS, the Tigers completed an exceptional undefeated district run, earning the title of **District Champions** with a remarkable 10–0 record, reflecting their hard work, discipline, and commitment to excellence; and

WHEREAS, the Tigers continued their momentum into the postseason, securing the **Bi-District Championship** with a decisive victory over Roma, finishing with an impressive score of **65–29**; and

WHEREAS, the team advanced to the **Area Round**, competing with determination and representing Mercedes High School and the City of Mercedes with pride, sportsmanship, and resilience; and

WHEREAS, the Mercedes Tigers concluded their season as **District Champions, Bi-District Champions, and Area Finalists**, demonstrating exceptional teamwork and leadership under **Head Coach Roger Adame Jr.** and the dedicated coaching staff; and

WHEREAS, the Tigers closed out the year ranked **#2 among all 6A and 5A teams**, a historic accomplishment that highlights the talent, effort, and spirit of this outstanding team; and

WHEREAS, the accomplishments of the Mercedes Tigers Varsity Football Team have strengthened community pride throughout the City of Mercedes and have served as an inspiration to students, families, and supporters across the Rio Grande Valley;

NOW, THEREFORE, I, Oscar D. Montoya Sr., Mayor of the City of Mercedes, Texas by virtue of the authority vested in me and on behalf of the City Commissioners Dr. Ruben J. Saldana, Dr. Jacob C. Howell, Joe Martinez and Armando Garcia do hereby proclaim December 16, 2025 as

“Mercedes Tigers Varsity Football Day”

In the City of Mercedes, and encourage all residents to join the City Commission in honoring the Mercedes Tigers Varsity Football Team for their outstanding accomplishments and for representing our community with excellence throughout the 2025 season.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mercedes to be affixed this 16th day of December, 2025.

CITY OF MERCEDES

ATTEST:

**OSCAR D. MONTOYA SR.,
MAYOR**

**JOSELYNN CASTILLO,
CITY SECRETARY**

**MERCEDES CITY COMMISSION
REGULAR MEETING
DECEMBER 2, 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

MEMBERS ABSENT: Mayor Pro-Tem Ruben Saldana

STAFF PRESENT: Alberto Perez, City Manager
Joselynn Castillo, City Secretary
Martie Garcia Vela, City Attorney
Meredith Hernandez, Interim Finance Director
Francisco Sanchez, Police Chief
Juan Vasquez, I.T Specialist
Tom Villagomez, Public Works Director
Marisol Vidales, Library Director

OTHERS PRESENT:

1. Call Meeting to Order

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

2. Establish Quorum

Four members of the Commission were present, which constitutes a quorum. Mayor Pro-Tem Saldana was absent.

3. Invocation

Mayor Montoya said the invocation.

4. Pledge of Allegiance

Commissioner Howell led in the Pledge of Allegiance.

5. Open Forum

There were no residents signed up for open forum.

6. Presentation

- a. Presentation by Perdue Brandon Fielder Collins & Mott, LLP of the Collection Report
October 1, 2024 - September 30, 2025

Ms. Janelle Caso, Delinquent Tax Attorney with Purdue Brandon Fielder Collins & Mott, presented the City of Mercedes' end-of-year delinquent tax collection report. She provided an overview of the City's revenue structure, noting that property taxes are the primary

source of operating revenue, supplemented by sales taxes, fees, fines, grants, and borrowed funds. Property taxes are assessed annually by the appraisal district, with payments due by January 31, after which penalties and interest accrue on unpaid balances.

The City contracts with delinquent tax collection attorneys to pursue unpaid taxes, fines, and fees. These services are performance-based, with compensation earned as a percentage of funds collected.

For the reporting period, the firm entered into three agreements with delinquent taxpayers, resulting in \$21,411 collected. Litigation activity included 85 filed petitions on \$484,190 in base tax owed, 12 tax warrants, and representation of the City in seven bankruptcy hearings. Five tax sales were conducted; four properties were sold or offered for resale, generating \$19,411, and three properties reached settlement agreements, paying \$21,133 in taxes. One property was struck off due to lack of bids.

Of the total \$1.281 million in delinquent property tax arrears, 35% (\$443,000) is in deferral status for qualifying individuals, 31% (\$395,000) is in litigation, 18% (\$234,000) is pending action, and the remaining 16% (\$207,000) consists of properties in bankruptcy, trust status, partial payment plans, or other categories.

During the fiscal year, \$274,732 in delinquent property taxes were collected, representing approximately 24.54% of the amount owed. Collections on penalties and interest were not reported.

The report also included municipal court collections. In FY25, \$72,122 in court fines were collected, and \$11,024 in fines were dismissed. Outstanding fines remain primarily associated with Mercedes residents, totaling \$929,562 across 1,801 accounts, followed by Weslaco residents with \$197,279 across 477 accounts.

Additionally, mowing liens were introduced as a new category. These liens are assessed when property owners fail to comply with mowing code requirements after notice. In FY25, the City collected \$8,033 in mowing lien payments.

7. Consent Agenda

- a. Approval of Minutes for Meeting(s) held November 18, 2025
- b. Adoption of Mercedes Police Department Policy XXIII – Automated License Plate Reader (ALPR)
- c. Second and Final Reading of Ordinance 2025-32 amending Chapter 4 "Business Regulations" of the Code of Ordinances to add a new section, Article 4.14 entitled "Donation Boxes"
- d. Second and Final Reading of Ordinance 2025-33 amending Water Conservation and Drought Contingency Plan
- e. Second and Final reading of ordinance 2025-36 authorizing the issuance of "City of Mercedes, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2025"; Providing for the Payment of said Certificates by the Levy

of an Ad Valorem Tax Upon All Taxable Property within the City and Further Securing said Certificates by a Lien and Pledge of the Pledged Revenues of the System; and Providing an Effective Date

Commissioner Martinez motioned to approve all items and forego the second readings. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

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

- a. Approval to select a contractor for the Rec Center Roof Replacement Bid 2025-004
Recreation Director Richard Morin presented bids received for the silicone roof project. The City received seven bids: A-1 Facilities (\$69,173.00), 2LG Construction (\$88,000.00), SKO Elite (\$92,340.00), Argio Roofing (\$97,300.00), AM Utilities (\$107,611.00), ABBA Construction (\$115,000.00), and Meridion Construction (\$171,857.00).

Discussion was held regarding the bids exceeding the budgeted amount of \$80,000 and the possibility of pursuing a TPO roof and voiding the current bids. The city engineer (not present) provided the bid tabulation for the packet and recommended to staff SKO Elite in the amount of \$92,340.00, noting the firm met all requirements and had completed projects of similar size.

Commissioner Howell motioned to accept the recommendation and award the contract to SKO Elite in the amount of \$92,340.00. Commissioner Garcia seconded the motion. Upon a called vote, the motion passed unanimously.

- b. Final Plat Approval for Mirasol Country Estates

Ms. Denisse Hernandez presented the final plat for Mirasol Country Estates, a proposed 59-lot manufactured home subdivision on a 19.00-acre tract out of Lot 10, Block 27, Capisallo District Subdivision, Hidalgo County, Texas. The project is located outside the City limits but within the City of Mercedes' Extraterritorial Jurisdiction (ETJ). The applicant is Mr. Kevin Campbell.

Staff provided a project overview, noting that sewer service will be provided by the City of Mercedes, water service by North Alamo Water Supply Corporation, and that a water access agreement is in place to ensure adequate fire protection and water pressure for hydrants within the subdivision.

City staff also reported on a final walkthrough of the subdivision. Minor items remain pending, including installation of sidewalks and street signs, fire hydrant testing to be verified by the City, and removal of construction debris. Staff confirmed that major infrastructure components are in place and that remaining items are being addressed by the developer.

Commissioner Martinez motioned to approve the final plat approval. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

- c. Approval to ratify the Donation Agreement with BCIE USA International

Commissioner Martinez motioned to move this item to executive session. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

After executive session, there was no action on this item.

d. Approval of appointments to the Keep Mercedes Beautiful Committee

Commissioner Martinez motioned to approve Ms. Patti Loya, Ms. Hazel Hensley, and Mr. Carlos Olivarez. Commissioner Howell seconded. Upon a called vote, the motion passed unanimously.

e. Approval of appointments/re-appointments of members to the DCM board

Commissioner Martinez motioned to approve the reappointment of Mr. Joe Flores, Ms. Peggy Yanez, and Mr. Marcos Garcia IV. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

9. Ordinances/Resolutions

a. Approval of Resolution 2025-28 to establish a Certificates of Obligation, Series 2025 Bank Account and Appointing signatories

Ms. Meredith Hernandez stated the city will be receiving the funds for Series bond 2025 and a bank account is needed for those funds. Commissioner Martinez motioned to approve. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

b. Approval of Resolution 2025-29 accepting a private contribution for Capital Improvement Projects and Obligations

Commissioner Martinez motioned to move this item into executive session. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

After executive session, no action was taken on this item.

c. Approval of First Reading of Ordinance 2025-37 to Rezone Lot 2 Block 40 Capisallo E Subdivision

Ms. Hernandez stated this is a rezone for a property that was recently annexed. The property is on Mile 6 and 1 1/2 East and will be rezoned to Class "C" Apartment District. Commissioner Martinez motioned to approve. Commissioner Howell seconded. Upon a called vote, the motion passed unanimously.

d. Approval of Ordinance 2025-38 establishing Filming Guidelines

Ms. Melissa Ramirez informed the Commission about establishing the City of Mercedes as a film friendly community. Commissioner Howell motioned to approve. Commissioner Martinez seconded. Upon a called vote, the motion passed unanimously.

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 7:05 P.M.

- a. Discussion with City Manager regarding personnel matters - Section 551.074
- b. Consultation with Attorney regarding update on potential litigation - Section 551.071
- c. Consultation with Attorney regarding Project Anchor - Section 551.087
- d. Discussion regarding Real Estate purchase for Lift Station - Section 551.072
- e. Discussion regarding Project Kamel - Section 551.078

11. Open Session

Mayor Montoya reconvened the meeting at 8:45 P.M.

- a. Possible Action pertaining to executive session item A
No action was taken on item A from the executive session.
- b. Possible Action pertaining to executive session item B
Commissioner Martinez motioned to proceed with litigation regarding the police department. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.
- c. Possible Action pertaining to executive session item C
No action was taken on item C from the executive session.
- d. Possible Action pertaining to executive session item D
No action was taken on item D from the executive session.
- e. Possible Action pertaining to executive session item E
No action was taken on item E from the executive session.

12. Adjournment

Commissioner Martinez motioned to adjourn. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. The meeting adjourned at 8:45 P.M.

ORDINANCE NO. 2025-37

AN ORDINANCE CHANGING THE CLASSIFICATION FOR ZONING PURPOSES OF THE FOLLOWING TRACT OF LAND: LOT 2, BLOCK 40, CAPISALLO E SUBDIVISION (10.11 ACRES), FROM CLASS “N” NEWLY ANNEXED DISTRICT TO CLASS “C” APARTMENTS DISTRICT; PROVIDING FOR A SAVINGS AND REPEAL CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on the 3rd day of November, 2025 a public hearing was held for the purpose of hearing any objections as to why: **LOT 2, BLOCK 40, CAPISALLO E SUBDIVISION (10.11 ACRES)**, Mercedes, Hidalgo County, Texas, should be rezoned and classified as follows: from a Class “N” Newly Annexed District to Class “C” Apartments District.

WHEREAS, the City Commission at its Regular Meeting of December 2nd, 2025, having considered the rezoning of the above-described property as listed in the foregoing section and having heard the pros and cons as to such rezoning request, is of the opinion that the aforementioned rezoning is in the best interest of the City of Mercedes, Texas.

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

Section 1: **LOT 2, BLOCK 40, CAPISALLO E SUBDIVISION (10.11 ACRES)**, Mercedes, Hidalgo County, Texas, should be rezoned and classified as follows: from a Class “N” Newly Annexed District to Class “C” Apartments District.

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

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

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

PASSED, APPROVED AND ADOPTED ON FIRST READING THIS THE 2ND DAY OF DECEMBER 2025.

PASSED, APPROVED AND ADOPTED ON SECOND READING THIS THE 16TH DAY OF DECEMBER, 2025.

CITY OF MERCEDES

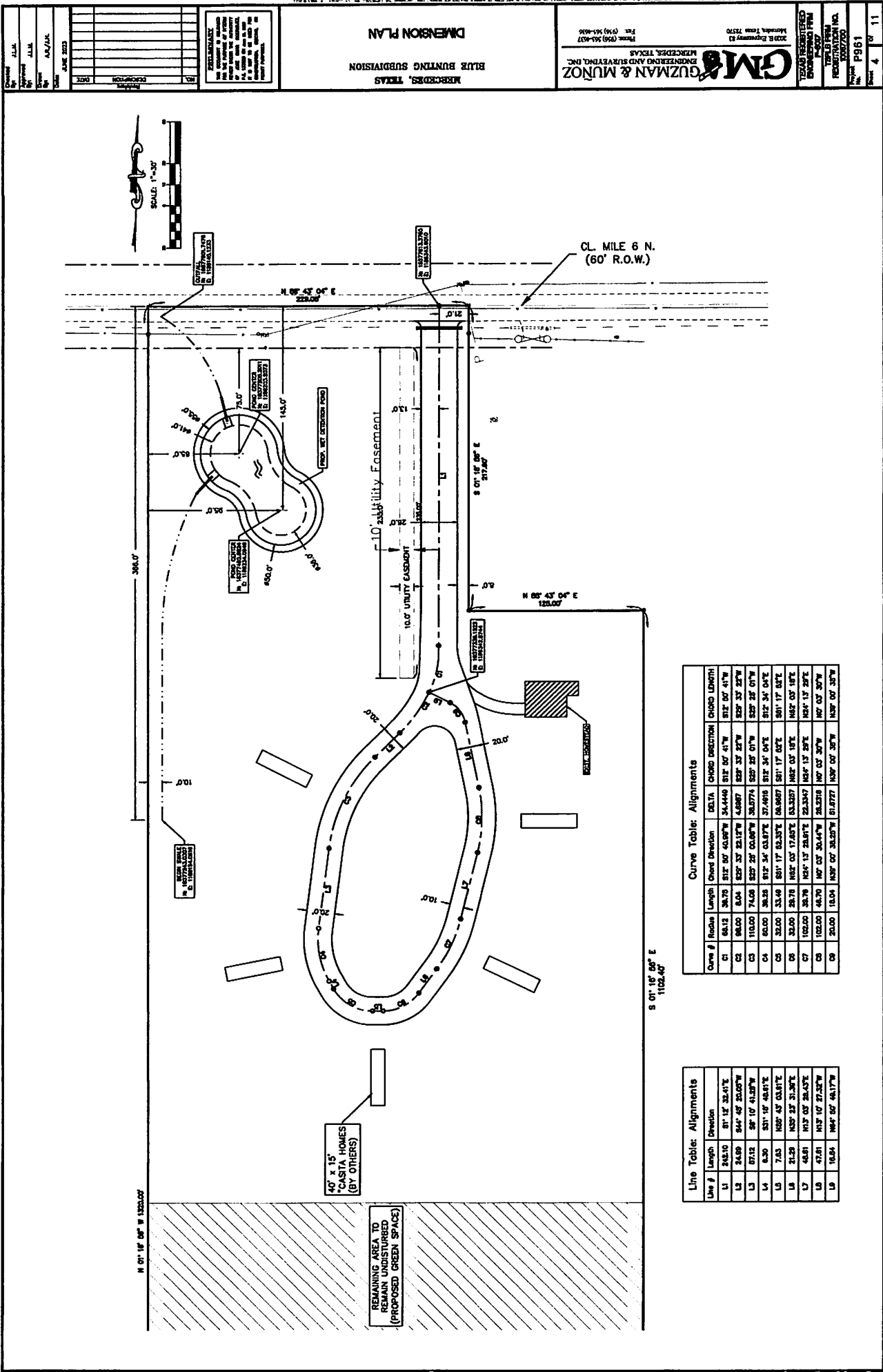
Oscar D. Montoya, Sr., Mayor

ATTEST:

APPROVED AS TO FORM:

Joselynn Castillo
City Secretary

Martie Garcia Vela
City Attorney



ORDINANCE NO. 2025-38

AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS, ADOPTING THE “GUIDELINES FOR FILMING IN MERCEDES, TEXAS”; PROVIDING FOR ADMINISTRATION AND ENFORCEMENT; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Mercedes (“City”) recognizes the economic and community benefits that may arise from commercial filming activities within the city limits; and

WHEREAS, the City further recognizes the need to protect public property, ensure public safety, minimize disruptions to residents and businesses, and establish clear standards and procedures for filming activities; and

WHEREAS, the City Commission finds it necessary and in the best interest of the public to formally adopt guidelines governing commercial filming, including requirements for permits, insurance, fees, use of city personnel, and protection of public and private property; and

WHEREAS, the City Manager has reviewed and recommended the adoption of the *Guidelines for Filming in Mercedes, Texas* attached hereto as Exhibit “A.”

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

SECTION 1. ADOPTION OF POLICY.

The City of Mercedes hereby adopts the *Guidelines for Filming in Mercedes, Texas*, attached hereto as **Exhibit “A”** and incorporated herein as though fully set forth. These guidelines shall serve as the official policy for regulating, reviewing, approving, and overseeing commercial filming within the City of Mercedes.

SECTION 2. ADMINISTRATION.

The City Manager, or designee, is hereby authorized to administer and enforce the guidelines, including but not limited to the issuance of permits, collection of fees, inspection of sites, and imposition of reasonable conditions necessary to protect public health, safety, and welfare.

The Executive Director of the Development Corporation of Mercedes is hereby identified as the Film Friendly Texas liaison.

SECTION 3. CONFLICT AND REPEALER.

All ordinances, resolutions, or policies in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. SEVERABILITY.

If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is declared unconstitutional or invalid by a court of competent jurisdiction, such ruling shall not affect the remaining portions of this Ordinance, which shall continue in full force and effect.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall become effective in accordance with Article II, Section 2.13 of the City Charter.

PASSED AND APPROVED on this 2nd day of December, 2025.

1st Reading: December 2, 2025

2nd Reading: December 16, 2025

CITY OF MERCEDES, TEXAS

Oscar D. Montoya Sr., Mayor

ATTEST:

Joselynn Castillo, City Secretary

Martie Garcia-Vela, City Attorney

Guidelines for Filming in Mercedes, TX

- I. Purpose
- II. City Control/City Manager Authority
- III. Permit Requirements and Fees
- IV. Application Fee
- V. Use of City Equipment and Personnel
- VI. Use of City-Owned Real Estate
- VII. Vehicles and Equipment
- VIII. Hours of Filming
- IX. Notification of Neighbors
- X. Certificate of Insurance
- XI. Damage to Public or Private Property
- XII. Hold Harmless Agreement

Guidelines for Filming in Mercedes, Texas

I. PURPOSE

The Guidelines contained in this policy are intended to create a program for promoting economic development activity within Mercedes and the vicinity of the City. The following Guidelines are also intended to protect the personal and property rights of Mercedes, Texas residents and businesses, and to promote the public health, safety and welfare. The City Manager reserves the right to impose additional regulations in the interest of public health, safety and welfare, or if otherwise deemed appropriate by the City Manager.

These Guidelines cover requests for commercial use of City-owned property (including but not limited to streets, rights-of-way, parks, and/or public buildings), commercial use of private property which may affect adjacent public or private property, and the use of City equipment and personnel in all types of motion picture production, including, but not limited to, feature films, television programs, commercials, music videos and corporate films.

II. CITY CONTROL/CITY MANAGER AUTHORITY

The City Manager may authorize the use of any street, right-of-way, park, or public building, equipment or personnel for commercial uses in the filming or taping of movies, television programs, commercials, or training films and related activities. In conjunction with these uses, the City Manager may require that any or all of the conditions and/or remuneration herein and as specified on the application be met as a prerequisite to that use.

The Applicant agrees that the City of Mercedes shall have exclusive authority to grant the Applicant the use of public streets, rights-of-way, parks and public buildings of the City, as well as authority to regulate the hours of production and the general location of the production. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming in order to promote the public health, safety or welfare.

The Applicant shall allow City departments (e.g., Police, Fire, Building) to inspect all structures, property, devices and equipment to be used in connection with the filming and taping, as deemed appropriate by the City Manager.

III. PERMIT REQUIREMENTS

Before filing an application for filming in Mercedes, the Office of the City Manager must be contacted to discuss the production's specific filming requirements and the feasibility of filming in Mercedes, TX.

Any commercial producer who desires to undertake a commercial production in Mercedes is required to complete and return the attached application for filming to the Office of the City Manager, within the time frames below:

- Commercials or episodic television: a minimum of two (2) business days prior to the commencement of filming or any substantial activity related to the project.
- Feature films: a minimum of five (5) business days prior to the commencement of filming or any substantial activity related to the project.

IV. APPLICATION FEE

A suggested application processing fee of \$25.00 should accompany each application for filming in Mercedes. The City Manager may waive this fee upon proof of an organization's non-profit status or for any other reason deemed appropriate by the City Manager.

V. USE OF CITY EQUIPMENT AND PERSONNEL

The Applicant shall pay for all costs of any Police, Fire, Public Works, or other City personnel assigned to the project (whether or not specifically requested by the production). Remuneration rates for the use of any City equipment, including police cars and fire equipment, will be established on a case-by-case basis as determined by the City Manager. The Applicant shall pay all costs in full within ten (10) days after receipt of an invoice for said costs. The City Manager may, at his/her discretion, require an advance deposit for all costs related City personnel and/or the use of City equipment.

The City Manager, in consultation with the Chief of Police and/or Fire Chief, shall have the authority to stipulate additional fire or police requirements and level of staffing for same, at any time during a film project if it is determined to be in the best interest of public health, safety and welfare, which cost shall be borne entirely by the Applicant. Off-duty police officers and firefighters shall be paid by the production company at a rate no less than one and one-half times their hourly rate.

VI. USE OF CITY-OWNED REAL ESTATE

The City Manager may authorize the use of any street, right-of-way, park or public building, use of Mercedes, Texas name, trademark or logo and/or use of City equipment and/or personnel for commercial uses in motion picture production. In conjunction with these uses, the City Manager may require that any or all of the conditions and/or remuneration as specified herein and on the application be met as a prerequisite to that use. A security or damage deposit may be required within the discretion of the City Manager. The Applicant shall reimburse the City for inconveniences when using public property. Following is the rate schedule:

Activity:	Cost per calendar day:
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area	\$500
Partial, non-disruptive use of a public building, park, right-of-way, or public area	\$250
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking	\$50
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking	\$25
Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles)	\$50

The Applicant acknowledges and agrees that the City of Mercedes, Texas, possesses and retains exclusive authority to grant the Applicant a revocable license for the use of its name, trademark, and logo, public streets, rights-of-way, parks and buildings of the City as well as control over the hours of production and the general location of the production. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming activity in order to promote the public health, safety and/or welfare.

In order to leave the City-owned property in as good condition as when received, the Applicant is responsible for and must provide professional cleaning and/or sanitation services upon completion of work, if the City requests such cleaning and/or sanitation services at any time. Upon such a request by the City, the Applicant must obtain approval from the City of the Applicant's arrangements for cleaning and/or sanitation services (which will not be unreasonably withheld). The City may require such approval before use of the City-owned property for Production Activity begins.

VII. VEHICLES AND EQUIPMENT

The Applicant shall provide a report listing the number of vehicles and types of equipment to be used during the filming, including proposed hours of use and proposed parking locations. Such locations will need to be specifically approved by the City Manager. On-street parking or use of public parking lots is subject to City approval.

The use of exterior lighting, power generators, or any other noise- or light-producing equipment requires on-site approval of the City Manager.

VIII. HOURS OF FILMING

Unless express written permission has been obtained from the City Manager in advance, and affected property owners, tenants and residents have been notified, filming will be limited to the following hours:

Monday through Friday: 7:00 a.m. to 9:00 p.m.

Saturday, Sunday and holidays: 8:00 a.m. to 8:00 p.m.

IX. NOTIFICATION OF NEIGHBORS

The Applicant shall provide a short, written description, approved by the City Manager, of the schedule for the proposed production to the owners, tenants and residents of each property in the affected neighborhood(s). The Applicant, or his or her designee, shall make a good faith effort to notify each owner, tenant and resident of all such property, and shall submit, as part of this application, a report noting owners, tenants and/or residents' comments, along with their signatures, addresses and phone numbers. Based upon this community feedback, and other appropriate factors considered by the City Manager, the City Manager may grant or deny the filming application. Applicant must certify all appropriate parties have been notified via a certified letter inclusive of addresses.

X. CERTIFICATE OF INSURANCE

The Applicant shall attach a valid certificate of insurance, issued by a company authorized to conduct business in the state of Texas, naming the City of Mercedes and

its agents, officers, elected officials, employees and assigns, as additional insured, in an amount not less than \$1,000,000 general liability, including bodily injury and property damage with a \$1,000,000 umbrella; and automobile liability (if applicable) in an amount not less than \$1,000,000 including bodily injury and property damage.

XI. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

The Applicant shall pay in full, within ten (10) days of receipt of an invoice, the costs of repair for any and all damage to public or private property, resulting from or in connection with, the production, and restore the property to its original condition prior to the production, or to better than original condition.

XIII. HOLD HARMLESS AGREEMENT

The Applicant shall sign the following Hold Harmless Agreement holding the City harmless from any claim that may arise from their use of designated public property, right-of-way, or equipment in conjunction with the permitted use:

I certify that I represent the firm which will be performing the filming/taping at the locations specified on the attached permit application. I further certify that I and my firm will perform in accordance with the directions and specifications of The City of Mercedes, Texas, and that I and my firm will indemnify and hold harmless the City of Mercedes, Texas and its elected officials, officers, servants, employees, successors, agents, departments and assigns from any and all losses, damages, expenses, costs and/or claims of every nature and kind arising out of or in connection with the filming/taping and other related activities engaged in pursuant to this Application. I further certify that the information provided on this Application is true and correct to the best of my knowledge, and that I possess the authority to sign this and other contracts and agreements with the City of Mercedes, Texas on behalf of the firm.

Signature

Date

Printed Name

Application for Commercial Filming

Title of Project: _____

Type of Production: _____

(feature film, television series, commercial, music video, virtual reality, etc.)

Proposed Filming Locations: _____

Date(s) of Prep, Filming & Wrap: _____

Primary Contact Name: _____

Cell Phone Number: _____

Email: _____

Location Manager (if different from Primary Contact) Name: _____

Cell Phone Number: _____

Email: _____

Name of Production Company: _____

Address: _____

City/State/Zip: _____

Web Site: _____

Has this production already been in contact with the Texas Film Commission? _____

If yes, who is your contact at the Texas Film Commission? _____

Or Has this production already completed the Texas Film Commission's Texas
Production Registration Form? _____

PRODUCTION (Attach additional sheets if necessary.)

1. Production schedule and activities, including stunts, pyrotechnics, special effects, aerial or drone photography, amplified sound or use of animals: (give dates and times, hours should include prep, holding of sets, wrap and rain dates, if potentially needed)

2. Approximate number of persons involved with the production, including cast and crew: _____

3. Anticipated need of City or County personnel, equipment or property:

4. Public areas in which public access will be restricted during production:

5. Describe alterations to public property: _____

6. Number and type of production vehicles to be used and location(s) where vehicles will be parked: _____

7. Location where crew will be fed, if not at filming location:

8. Location where extras will be held, if not at filming location:

9. Please attach map of anticipated street closure(s) or other public area use.

Applicant (production company representative):

_____ Date: _____

Signature _____

Printed Name & Title Application approved by Mercedes representative:

_____ Date: _____

The “Guidelines for Filming in Mercedes, Texas” apply to all motion picture production in Mercedes. The Office of the City Manager may require the applicant to acknowledge receipt of the Guidelines prior to approving this application.

Consent Agenda

DATE: December 16, 2025
FROM: Alberto Perez, City Manager
ITEM: Discussion and possible action to Approval of the Implementation and AI Use Policy

BACKGROUND INFORMATION: AI Policy Implementation

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):

\$

Account Number(s):

Finance Review by: No

LEGAL REVIEW: No

ATTACHMENTS:

1. Use of AI Policy

STAFF RECOMMENDATION: Approval

City of Mercedes Department of Human Resources		
Subject: Implementation and AI Use Policy		
Effective Date:	Revision Date:	Form #: AI101

Generative Artificial Intelligence (AI) Policy

Purpose

This policy establishes the appropriate and responsible utilization of Generative AI software within the City of Mercedes Texas. This applies to all employees, contractors, and any other individuals using the City network or electronic communication resources provided by the City. This policy should be applied consistent with the Telecommunications Use Policy.

Background

Generative AI is a type of electronic or web-based tool that uses Large Language Models (LLMs) to produce content based on inputs, known as prompts, from the user. These tools can generate vast amounts of textual data scraped broadly from the internet as well as information from specific, focused data sets. These tools are not actual “artificial intelligence” per se; rather, they are very sophisticated algorithmic models that predict what the likely language, text, or video that satisfies the prompt should be. Well known examples include OpenAI’s ChatGPT, Google BARD, Microsoft 365 Copilot, and Dall-E. The City acknowledges the opportunity for a controlled and responsible approach to Generative AI that recognizes the benefits to efficiency while minimizing the risks around AI bias, privacy, and cybersecurity.

Guidelines to follow while using Generative AI for City work:

- **Public Information and Prompts:**
All information and any product created by the Generative AI program and included in a City document, should be considered to be a public document, and may be subject to a Public Information Act (PIA) request.
 - The information entered into Generative AI systems can be made publicly available and revealed to other users later, which may result in waiving any exemption later to withholding the information under a PIA request.
 - Users shall never input confidential or proprietary information into Generative AI systems.
 - Confidential and proprietary information includes, but is not limited to, thirdparty intellectual property, copyrights, trademarks, business strategies, financial information, and personal data of employees and/or constituents.
- **Work Output and Accountability:**

- While Generative AI can assist with generating work output, employees are responsible for the input of information, reviewing and verifying the accuracy, quality, completeness, and appropriateness of the final output.
- Generative AI should be used as a tool to enhance productivity and efficiency, but employees must exercise their professional judgment and expertise in validating and refining the work output.
- Employees must ensure that the work output aligns with City of Mercedes Personnel Rules and Regulations, Administrative Regulations, and legal requirements.
- Generative AI cannot be relied upon to make critical decisions or provide professional advice.
- Except in cooperation with the City's Records, Generative AI should not become a vehicle for maintaining information or data. The information and data is to be retained in accordance with any requirements established under the City's Records Retention Schedule.
- **Privacy and Security:**
 - Employees must maintain the confidentiality and security of City information, adhering to all relevant policies, administrative regulations, contracts, and legal obligations. This includes any text, photos, videos, voice recordings, contracts, agreements, personnel records, or other sensitive documents.
 - Generative AI usage should comply with all City policies and standards regarding information security, including password protection, data encryption, and secure communication channels.
 - Responses provided by Generative AI are based on patterns learned from accumulated data, which may reflect biases or factual errors and should be reviewed for accuracy and completeness before being used by the employee for any purpose related to City operations.
- **Disclosure and Citation of Generative AI Use**
 - Employees shall disclose to their immediate supervisor before Generative AI may be used by an employee for any purpose related to City business, including as a part of a creative, data analysis, or decision-making process, and the employee must provide the specific tool used (i.e. Open AI, Good Bard, ChatGPT, etc.).
 - The Supervisor shall review all input and output created by AI technology for inaccuracies and misinformation.
 - When Generative AI is used to provide language for use in a document created by an employee, the use of Generative AI will be disclosed and cited as a footnote, endnote, header, or footer to the document. Citations for text-generated content must include the following:
 - Name of Generative AI system used (i.e. ChatGPT, Google Bard, etc.)
 - Example: "This text was summarized using Good Bard"
 - Example: "This description was generated by ChatGPT-4 and edited by John Smith"
 - Employees are ultimately responsible for their work product and proper research and fact-check is key to generating responsible, accurate output. Failure to disclose or

properly research work output may result in disciplinary action up to and including termination. By adhering to this policy, employees contribute to the responsible and effective utilization of Generative AI, protecting the City's interests, privacy, security and quality of work produced by City employees. Individual City departments may implement additional restrictions, limitations, and other requirements for employees in that department must follow in using any type of Generative AI. The requirements of a department's policy cannot be less restrictive than what is contained in this policy. Violations of this policy, or a Generative AI policy implemented by a City department, may lead to disciplinary action, up to and including termination. Please note that Human Resources may modify this policy at any time, without notice.

Consent Agenda

DATE: December 16, 2025
FROM: Marisol Vidales, Library Director
ITEM: **Discussion and possible action to Approval on CLG 2026 Grant Application**

BACKGROUND INFORMATION: A Letter of Intent was submitted to the Texas Historical Commission Certified Local Grant Office to apply for the FY26 CLG grant. The Letter of Intent specified that we will be applying for funds to conduct a historic resources survey. We wish to apply for a CLG grant in the amount of \$50,000 for the survey which means that the city will need to match a total of \$50,000, for a total project budget of \$100,000 paid to an experienced preservation consultant. However, the time frame for the completion of the work in this type of grant is over a two-year period. Below is an estimate of the time frame provided by CLG Coordinator Kelly Little and Survey Coordinator Leslie Wolfenden:

- Grant application due January 9 (FY 26/ 10-1-2025 to 9-30-2026)
- Grant awards April 2026 (FY26/ 10-1-2025 to 9-30-2026)
- Grant Contracts due Summer 2026 (FY26/ 10-1-2025 to 9-30-2026)
- Research Design due February 28, 2027 (FY 27/ 10-1-2026 to 9-30-2027)
- Draft Historic Resources Survey Report due April 30, 2028 (FY 28/ 10-1-2027 to 9-30-2028)
- Final Historic Resources Survey due September 30, 2028 (FY 28/ 10-1-2027 to 9-30-2028)
- Final reimbursement requests due October 31, 2028 (FY 29/ 10-1-2028 to 9-30-2029)

As you can see by the above time frame we will be able to pay the funds from two different fiscal years but not our current one. We are also requesting that the match or reimbursement provided by THC be paid directly to the consulting firm conducting the survey.

The Purpose

The City has approximately 3,000 parcels that are part of the Original Townsite. The \$100,000 resources survey will allow us to only research a total of 1,000 parcels at a reconnaissance level. There are three different types of surveys; Windshield, Reconnaissance, and Intensive. The CLG Grant requires that surveys be at the reconnaissance or intensive level in order to qualify. The Historic Resources Survey Plan will allow us to determine which properties to concentrate on maximizing the use of the funds from the grant.

The Benefit

To help the city plan for cultural, economic, and heritage tourism development by

- Identifying high and medium priority historic landmarks across the city
- Improving property values of historic areas and neighborhoods

- Targeting historic buildings for restoration
- Providing commercial property owners with economic incentives by outlining a path to add their properties to the National Register of Historic Places
- Planning for future walking tours and other history-based interpretation programs
- Providing a clearer path for joining the Texas Main Street Program

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: (Total Costs)

Fiscal Year	Ant. Budget	Proposed Expenditure/(Revenue):	Purpose
2025-2026	\$ 50,000	\$ 2,750	Completion of National Register nominations for Old City Hall and Irrigation Bldg.
		\$20,000	Survey Plan
		\$7,250	Further Window Repairs
		\$20,000	Local Grant Reimbursement Program
2026-2027	\$ 50,000	\$30,000	Historical Resources Survey
		(\$30,000)	
		\$20,000	Local Grant Reimbursement Program
2027-2028	\$ 50,000	\$20,000	Historic Resources Survey (cont.)
		(\$20,000)	
		\$30,000	Local Grant Reimbursement Program?

Finance Review by:

LEGAL REVIEW: Yes

ATTACHMENTS:

1. CLG Fiscal Year 2026 Grant Manual
2. CLG Subgrant Application 2026
3. Preservation Resume, Rev. Jan 2025
4. txu-sanborn-mercedes-1925-001
5. txu-sanborn-mercedes-1931-001

STAFF RECOMMENDATION: Staff recommends approval



Downtown Bryan Historic District



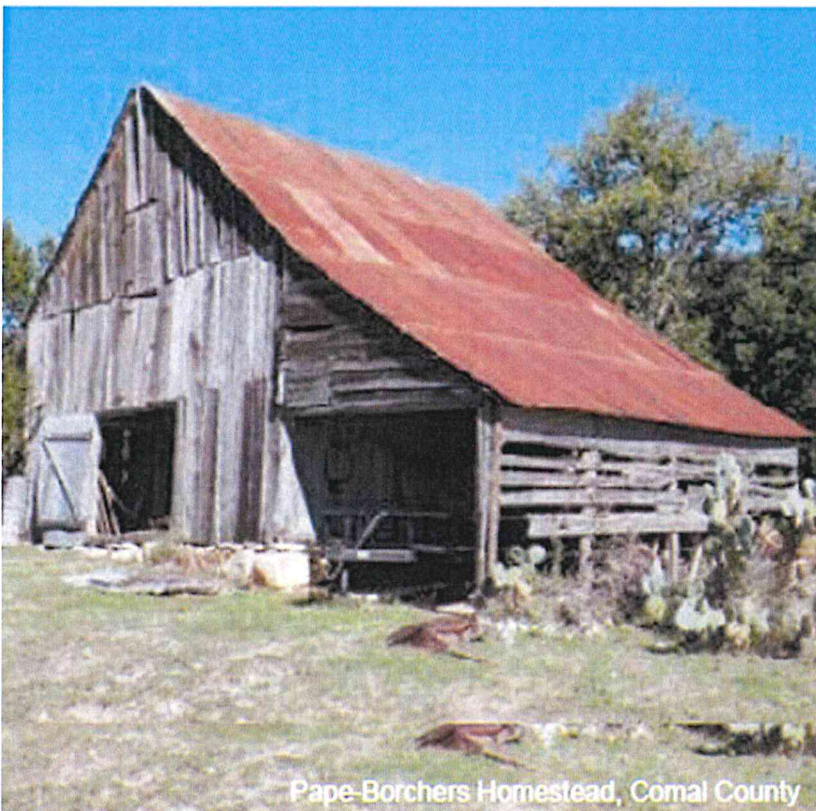
Central New Braunfels Historic District

**TEXAS
HISTORICAL
COMMISSION** 
REAL PLACES TELLING REAL STORIES

CERTIFIED LOCAL GOVERNMENT

Fiscal Year 2026 Grant Manual and Application

Application Deadline: JANUARY 9, 2026



Pape Borchers Homestead, Comal County



Rio Vista Farm, Comal County



This grant manual has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior and administered by the Texas Historical Commission. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior.

This program receives federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the Department of the Interior prohibits discrimination on the basis of race, color, national origin, or disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above or you desire further information, please write to:

Office for Equal Opportunity
National Park Service
1849 C Street, N.W.
Washington, D.C. 20240

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INTRODUCTION

Certified Local Government (CLG) grants provide funding to participating city and county governments to develop and sustain an effective local preservation program critical to preserving local historic resources. The Texas Historical Commission (THC), the state agency for historic preservation, administers the Texas CLG grant program utilizing federal funding it receives from the U.S. Department of Interior, National Park Service (NPS) Historic Preservation Fund Program. Under this program the NPS requires that at least ten percent (10%) of Texas' annual federal allocation be subgranted exclusively to participating Certified Local Governments (CLGs). The program serves as a resource for participating county and city governments to offset the costs of self-sustaining preservation and planning-related projects. There are currently 83 CLGs in Texas. Contingent on resolution of the federal budget, we anticipate approximately \$190,000 to \$200,000 will be available for this round of grants.

PROGRAM RULES, REGULATIONS, AND GRANT PROGRAM POLICY

PROGRAM RULES AND REGULATIONS

Administration

Grants will be administered in accordance with the National Park Service Historic Preservation Fund Grants Manual, June 2007; Texas Administrative Code Title 13, Part 2, Chapter 15.6, Rules and Procedures for Certified Local Governments; and this manual.

Grant Period

The grant period is October 1, 2025, to September 30, 2028. Project preparation, including drafting any applicable RFPs, may begin before your grant request is awarded and a grant contract signed; **however, costs incurred prior to the execution of a signed contract with the THC are not eligible for reimbursement.** Despite the official grant period beginning October 1, 2025, grants will be awarded in **2026** following funding notification from the National Park Service.

Application Package

The grant application form is included in this manual. A complete application submittal package consists of the following documents:

- Application Form (signed and dated)
- Grant Budget Worksheet (template is attached to the application form)
- Resume of Project Manager (this should be the city or county staff who will administer the project, or a representative of the third-party organization for third-party grants) and all outside consultants, contractors, and/or individuals responsible for project oversight. *If the applicant plans to hire a consultant or subcontractor to complete the grant-funded work, their resumes may be submitted to the THC following award of the grant and the consultant selection process.¹*
- Any applicable cost estimates, maps, drawings, or photographs
- A Determination of Eligibility statement from the THC is
 - **required** for National Register Nomination projects

¹ CLG grant projects must be supervised, overseen, or performed by a person meeting the relevant Secretary of the Interior's Professional Qualification Standards.

- *required* for Construction/Development projects if the resource is not already listed in the National Register of Historic Places
- *recommended* for Survey/Inventory projects

Applicants should visit <https://thc.texas.gov/preserve/designate-historic-properties/national-register-historic-places/request-determination> to submit a Determination of Eligibility request.

Application Submittal A complete CLG grant application and all attachments are due by **5 p.m. Central Standard Time on Friday, January 9, 2026**. The grant application must be submitted in electronic format.

To submit a grant application, send one email that includes all required documentation with the subject line “CLG Grant Application” to clg@thc.texas.gov. Do not send the application to any other THC email address; it will not be considered. The email may include a link to a file-sharing service for large files. If you need assistance with large files, you may contact CLG program staff at clg@thc.texas.gov to request a OneDrive folder. In that case, you will receive an email once the folder is created and will be able to upload the grant application and supporting documents to the OneDrive folder.

A confirmation email will be sent upon receipt of the application. If you do not receive a confirmation email within one business day of submission, please contact CLG program staff at clg@thc.texas.gov or (512) 463-7812.

WHO MAY APPLY

Only city or county governments and state recognized Native American Tribes that have been individually “certified” by the National Park Service **before** January 1, 2026, are eligible to apply for CLG grants. **The THC reserves the right to disqualify applications from CLG communities that are not in compliance with the CLG Certification Agreement.** In an attempt to distribute CLG grant funds to as many CLGs as possible, preference will be given to applicants that have not received or directly benefited from CLG grant funds in the past five years.

A CLG may submit more than one grant application; however, a separate application package must be submitted for each project request.

The following may also be eligible:

- An organization that has been delegated as a third-party to administer the grant on behalf of a CLG and has the administrative capabilities to comply with applicable federal standards. This may include a non-CLG city within a CLG county, another unit of local government within a CLG, a commercial firm, a non-profit entity, or an educational institution. The contributed services of the third party to the CLG may be counted toward the matching share requirements of the grant. The third party may apply for the CLG grant directly, in which case, the CLG’s Historic Preservation Officer or CLG Representative and its Chief Elected Official must sign the application.

ELIGIBLE PROJECTS

Activities eligible for CLG grant funding must be tied to the statewide comprehensive preservation planning process. A copy of the THC’s Statewide Preservation Plan can be found at <http://www.thc.texas.gov/preserve/projects-and-programs/texas-statewide-preservation-plan>.

To encourage local governments to develop and sustain an effective local preservation program critical to preserving local historic resources, **priority for funding shall be given to those projects that directly relate to the following work categories:**

- Architectural, historical, archeological surveys/inventories
- Preparation of nominations to the National Register of Historic Places
- Preparation of a local preservation plan
- Writing or amending a preservation ordinance
- Development of local design guidelines
- Research and development of a local preservation incentive program

The above list should not dissuade an applicant from applying for assistance towards other eligible projects such as:

- Development of educational publications and activities such as videos, websites, etc.
- Development or publication of walking/driving tours
- Development of architectural drawings and specifications
- Preparation of façade studies or condition assessments
- Rehabilitation or restoration of properties individually listed in the National Register of Historic Places or contributing to a National Register historic district
- Training expenses for individual commission members and staff

SPECIAL CONSIDERATION FOR UNDERREPRESENTED COMMUNITIES

The CLG program is committed to enhancing untold stories and engaging and including a wider range of communities, perspectives, and voices in our state and nation's historical narrative. To further this goal, we encourage projects from or related to communities, sites, and histories currently underrepresented in historic preservation at the local, regional, or state level. Projects can include but are not limited to oral history projects, National Register nominations, historic resources surveys, trainings, and projects with an emphasis on cultural heritage or broader themes. Projects will be considered as part of the regular CLG grant cycle.

PROFESSIONAL QUALIFICATIONS STANDARDS

To ensure that appropriate historical, architectural, archeological, and cultural properties are identified for public benefit through grant-in-aid assistance, persons supervising grant projects must be professionally qualified in accordance with 36 CFR 61. The Professional Qualification Standards can be found at <https://www.nps.gov/articles/sec-standards-prof-quals.htm>

SECTION 106 REVIEW

CLG grants are funded with federal monies and construction/development projects will require formal Section 106 review by THC. This review will take place following the grant awards. Failure to obtain a review will result in forfeiture of the grant. The CLG state coordinator will provide additional guidance once grants are awarded. Additional information regarding Section 106 review is available from THC and the Advisory Council on Historic Preservation.

MATCHING FUNDS REQUIREMENT

CLG grant projects are required to provide a local match for grant monies budgeted on a one-to-one (i.e., dollar for dollar) match equal to a 50:50 ratio for the total project cost. The local match may be any combination of cash and verifiable in-kind services – projects may utilize all or partial match of verifiable in-kind services and/or goods as long as the local match equals a 50:50 ratio for the total project cost. For example, if a project costs \$40,000 and a

CLG applies for a \$20,000 grant, the CLG may match with \$15,000 in cash and \$5,000 in staff services.

CLG grants are reimbursement based. The grant recipient will need to spend the grant award amount plus their local match upfront and then be reimbursed for the grant amount as project milestones are achieved or upon project completion.

In order to maximize the limited CLG grant funds, the **THC may give preference to applications demonstrating a higher cash match**. The THC reserves the right to waive the local match requirements, in full or part, at its sole discretion. The THC also reserves the right to fund grant requests in part or in full.

Only non-federal monies may be used as a match, with the exception of Community Development Block Grants. All projects shall comply with federal requirements for state and local financial responsibility as stipulated in 2 CFR 200 as well as the Texas Administrative Code Title 13, Part 2, Chapter 15.6, *Rules and Procedures for Certified Local Governments*.

In extending this grant opportunity to your project, THC assumes the responsibility for ensuring that public money will be spent appropriately and with the maximum effectiveness. The THC is held accountable by the NPS for compliance with all applicable federal laws and regulations.

APPLICATION REVIEW PROCESS

Upon the receipt of applications and supporting materials, an interdisciplinary committee of agency staff will score each application based on the criteria specified on the application form. The scoring committee will make a funding recommendation to the Texas Historical Commission at the April quarterly meeting to fund the maximum number of projects based on the federal funding THC receives from the NPS Historic Preservation Fund Program. All applicants will be notified of the THC's decision.

If two or more applicants' scores are tied, the THC will select the applicant that has not received or directly benefitted from CLG grant funds in the past five years. If the scores are still tied, the THC will give preference to a project it can fully fund rather than partially fund.

GRANT TIMELINE

October 2025	Applications for the FY2026 CLG grant period are made available.
January 9, 2026	Deadline to submit a signed and complete application package, including all supporting materials, to the THC no later than 5 p.m. CST on Friday, January 9, 2026 .
February 2026	Review of applications by an interdisciplinary committee of THC staff.
April 2026	Final award decisions made by the Texas Historical Commission at its Quarterly Meeting. All applicants are contacted by email regarding the THC's decision.
May – July 2026	THC sends preliminary notification to grant recipients that will include a request for a revised/amended project scope of work and budget. Once the scope of work and budget are agreed upon by the grantee and THC, the grant contract will be sent to the grantee for signatures. The contract should be signed by all parties before the commencement of project work. Failure to submit any or all of the documentation by the required deadlines may cause the requested grant monies to revert back to the THC.

The project manager, fiscal manager, and anyone else who will be significantly involved with the grant-funded project shall participate in a **CLG Grant Orientation** coordinated by the THC. The purpose of the orientation is to review project-specific requirements, expectations for project deliverables, important deadlines and milestones, and reimbursement procedures. The orientation requirement may be waived at the sole discretion of the THC.

The recordation of a **Preservation Easement** will be required for all construction and certain other projects prior to the commencement of any work. Duration of the Preservation Easement will be based on award amount, see table below.

<u>Award Amount:</u>	<u>Duration of Easement:</u>
\$10,000 or less	5-year minimum preservation agreement. A covenant amending the deed is not required.
\$10,001 – \$25,000	10 years
\$50,001 – \$100,000	15 years
Greater than \$100,001	20 years

If the grantee is not doing the actual work, it must execute a contract with a subcontractor. All **subcontracted services and products** must be procured according to Federal procurement standards set forth in Chapter 17 of the Historic Preservation Fund (HPF) Grants Manual and 2 CFR Part 200.317- 200.326. THC will review and approve all RFPs and contracts between the grantee and subcontractor.

Work conducted and costs incurred prior to the execution of the contract will not be eligible for reimbursement.

July 2026 – Sept 2028	THC staff routinely review projects to monitor progress and provide assistance. Each grantee is required to provide the THC with status reports on each project funded, as requested. The grantee shall submit drafts of project deliverables , as available.
September 30, 2028	Deadline for the completion of <u>all work</u> eligible for reimbursement. Any work done after September 30, 2028, will not be eligible for reimbursement.
October 31, 2028	All final reimbursement requests are due. Eligible project expenditures incurred on a one-to-one (dollar for dollar) basis up to a 50:50 ratio of the total project cost shall be reimbursed to the CLG.
December 31, 2028	All final work products are due. All deliverables must be reviewed and approved by the THC before the project is considered complete.

CERTIFIED LOCAL GOVERNMENT SUBGRANT FISCAL YEAR 2026 GRANT APPLICATION

Completed grant applications must be received by email in the THC offices no later than 5 p.m. CST on Friday, January 9, 2026. Late applications cannot be considered. Please fill the application out completely and use only the space provided below. Handwritten applications will not be accepted.

APPLICANT AND PROJECT INFORMATION

Project Title	Historic Resources Survey of Mercedes, Texas	
Applicant	City of Mercedes	
Applicant Type	☒ CLG	☐ Third-Party Applicant

FUNDING REQUEST	
Grant Funds Requested	\$50,000
Matching Funds	\$50,000
Total Project Cost:	\$100,000
Primary Congressional District Affected by Project ²	34

REQUESTED PROJECT TYPE (check <u>one</u> that applies):	
☐ Archeological Project	☐ Research & Development
☐ Preservation Planning Project	☐ Education & Outreach
☐ National Register Nomination(s) ³	☐ Design Guidelines
☒ Survey/Inventory Project	☐ Construction/Development Project ⁴
☐ Preservation Plan or Component of Comprehensive Plan	☐ Preservation Training

CERTIFIED LOCAL GOVERNMENT INFORMATION	
CLG Name	City of Mercedes
Chief Elected Official	Oscar D. Montoya Sr.
Title	Mayor
Full Address	400 S. Ohio Avenue, Mercedes Texas 78570
Telephone Number	956-565-2371
Email Address	Mayor.montoya@cityofmercedes.com

² Reference <https://ziplook.house.gov/>, then enter the applicable number Congressional district code number. Enter 90 for multiple congressional districts involved or statewide. Enter 99 if no representative.

³ Applications submitted without THC Determination of Eligibility will not be reviewed.

⁴ Property must be listed or deemed eligible for listing in the National Register of Historic Places.

CLG's HISTORIC PRESERVATION OFFICER OR CLG REPRESENTATIVE	
Name	Marisol Vidales
Title	Historic Preservation Officer
Full Address	434 S. Ohio Ave., Mercedes Texas 78570
Telephone Number	956-565-2371
Email Address	mvidales@cityofmercedes.com

Third-Party Entity	<i>Complete this section only if the applicant is a third-party entity delegated to administer the grant on the CLG's behalf.</i>
Applicant Organization Name	
Primary Contact Name	
Title	
Full Address	
Telephone Number	
Email Address	

Project Manager	<i>The project manager will be the liaison between the grantee and THC, ensuring grant requirements are met and making decisions concerning project work. If a consultant will be hired to undertake the project, the grantee must still appoint a project manager from their organization to whom the consultant will report. Note: the HPO is frequently the project manager.</i>
Name	Gabriel Ozuna
Title	Mercedes Historic Preservation Commission Member
Full Address	434 S. Ohio Ave., Mercedes Texas 78570
Telephone Number	956-373-8743
Email Address	Gabriel.ozuna@aya.yale.edu

Fiscal Manager	<i>The fiscal manager will handle financial documentation and reimbursement requests for the project. Project manager and financial manager may be the same.</i>
Name	Marisol Vidales
Title	Historic Preservation Officer
Full Address	434 S. Ohio Ave., Mercedes Texas 78570
Telephone Number	956-565-2371
Email Address	mvidales@cityofmercedes.com

Fiscal Year 2026 Grant Application Narrative

Applications will be scored on each question equaling the sum of available points in the following categories: CLG Performance and Administration, Project Scope, and Statewide Comprehensive Planning Process.

SECTION I. CLG PERFORMANCE AND ADMINISTRATION (15 points possible)

Applications will be scored on the CLG's compliance with CLG Program requirements. See the CLG Handbook at <https://www.thc.texas.gov/public/upload/CLG%20Handbook.pdf> for city and county CLG requirements.

1. Did the CLG submit a complete FY23 and FY24 Annual Report on or before the deadline? *Only CLGs that have completed an Annual Report for the past two fiscal years are eligible for grant funds.*

☒ Yes ☐ No

2. Does the CLG routinely submit to the THC, or make available online, preservation commission or CLG committee meeting minutes?

☒ Yes ☐ No

3. Has the HPO or CLG Representative attended at least one preservation-related training in the past year? If yes, please list the training(s) below.

☒ Yes ☐ No

Description and date of training(s): CLG Orientation, September 13, 2024

4. Has at least one member of the preservation commission or CLG committee attended at least one preservation-related training in the past year? If yes, please list the training(s) below.

☒ Yes ☐ No

Description and date of training(s): Real Places, April 23-25, 2025

5. Has the CLG returned CLG grant funds in the past five years?

☐ Yes, I understand that up to five points will be deducted ☒ No

SECTION II. PROJECT SCOPE (74 points possible)

1. **Project Summary:** Provide a summary of the proposed project.

The City of Mercedes intends to conduct a historic resources survey/inventory as its first major project as a new CLG. Mercedes has never completed a comprehensive survey or inventory before, and we would like to hire a qualified preservation consultant to help us identify historic-age resources with sufficient integrity to focus our future preservation planning efforts.

2. **Project Need** (15 points):

How did the CLG identify the need for this project? Has the need been documented? If so, how?

The Mercedes Historic Preservation Commission (MHPC) recognizes that our current local landmarks do not encompass a comprehensive inventory of Mercedes' historic sites and as a result are losing undesigned places to demolition and inappropriate renovations. We therefore determined the need for a survey to help us identify and prioritize new potential landmarks and districts.

How was the project initiated? (City Council, the public, preservation commission, etc.)

MHPC discussed future projects and potential funding during a regular preservation commission meeting and the HPO made the recommendation to the City Manager who was in favor of the project.

How does the project address a goal of the local government's preservation program or a specific preservation need?

When Mercedes applied for the CLG program we prioritized our first goal as identifying all historic resources and potential landmarks within the City of Mercedes by conducting a historic resources survey. Additionally, the city has identified the need for downtown economic revitalization utilizing preservation through historic tax credits and other incentives and intends to join the Texas Main Street program within the next few years.

3. Project Objectives (15 points):

Define the objectives for the proposed project.

The MHPC and consultant will survey a significant portion of the Mercedes Original Townsite at a reconnaissance level, focusing on commercial properties and high priority resources. It is estimated that out of the 3,000 parcels that make up our original townsite we will be able to survey a total of 1,000 parcels at a reconnaissance level.

Identify the steps the applicant and/or the consultant must take to accomplish the project objective.

The MHPC and consultant will need to determine the survey boundary for the project and a methodology for evaluating the survey area. Finally, volunteers from MHPC will assist the consultant in conducting the survey with input from the community and other resources.

What is the estimated timeframe to accomplish each of these steps?

Once the consultant is under contract, we anticipate they will begin working on the research design portion of the project by October 2026. This will likely include a kickoff meeting at the public library with an opportunity for community involvement, followed by an initial examination of the survey area. The MHPC will make themselves available to assist the consultant for any subsequent research and surveying tasks. We anticipate a draft report by Summer of 2027 and final completion of the survey report by September of 2028.

Who will be leading the project? What qualifies this person to lead such a project? (Resumes of the individuals must be provided. If the applicant plans to hire a consultant or subcontractor to complete the grant-funded work, resumes may be submitted following the selection process.)

The consultant, to be determined at a later date, will be a professional with previous experience conducting historic resources surveys. Additionally, the Project Manager is an SOI qualified historian who will ensure that the consultant has an adequate understanding of the project.

4. Significance and Impact (16 points):

Does the project involve a threatened or potentially threatened resource?

Yes, the anticipated survey area includes a number of historic age resources that are threatened by demolition and inappropriate modifications.

Will the project result in a National Register nomination or Survey/Inventory?

Yes, the project will result in a survey/inventory of the Mercedes Original Townsite, which will eventually lead to future National Register nominations.

Does the project directly address a deficiency in the local preservation program?

Yes, the survey will help fill the gap between our current inventory of locally designated landmarks and districts and the complete scope of potential designations in the survey area.

How will the project reach and inform broad sectors of the public?

The research design portion of the survey will involve community members participation through public meetings and input of resources with significance to the public.

5. Public Involvement and Benefit (13 points):

Will the public be involved in the proposed project? How?

Yes, the public will have opportunities to bring attention to local resources that they feel are significant. Additionally, the MHPC will coordinate volunteer efforts during the various phases of the survey project.

Does the project address or benefit an underrepresented group within the community?

The City of Mercedes is a majority-minority community with over 95% of it's ethnic population identifying as Hispanic/Latino. We know that a significant number of historic age resources in the survey area will have a connection to underrepresented topics.

How will this project enhance public and private support for local preservation?

The final survey and inventory will allow the City of Mercedes to better target historic preservation efforts for economic, cultural, and heritage tourism opportunities which will be to the benefit of Mercedes residents, civic organizations, and business community. These efforts will show the benefits of preservation for improving the quality of life in Mercedes.

Will this project result in educational publications or activities?

The final survey and inventory will be posted online for the benefit of the public, including educators, students, and researchers. Additionally, as this project will be partially funded through hotel occupancy tax funds, we anticipate that the resources identified during the project will be the focus of future heritage tourism projects and promotional materials.

6. Budget and Cost Effectiveness (15 points):

How necessary are CLG funds in order to accomplish the proposed project?

CLG funds would be essential to the feasibility of this project given the scope of the historic townsite area and urgency of the project. Without CLG funds it would be difficult to adequately survey the number of resources in a meaningful way.

How did the applicant develop the project's budget? (research, past experience, etc.)

The Project Manager researched similar survey projects and cost estimates based on the size of the survey area and reached out to several qualified consultants to gauge approximate pricing.

What is the applicant's source and commitment of matching funds?

The City of Mercedes will commit up to \$50,000 in matching funds over fiscal years 2027 and 2028 from its hotel occupancy tax fund.

Is the proposed project the most cost-effective way of addressing those needs?

Yes, the proposed project would prioritize a larger survey area as one project as opposed to smaller survey areas over multiple phases, which would reduce travel expenses for consultants based outside of the Rio Grande Valley.

SECTION III. STATEWIDE COMPREHENSIVE PRESERVATION PLANNING PROCESS (11 points possible)

CLG-funded projects should meet at least one of the goals outlined in the THC's Statewide Preservation Plan. Please select the Statewide Preservation Plan Goals addressed by your project and explain how they are addressed. It is not necessary for your project to address *all* the goals listed in the Statewide Preservation Plan.

- ☐ Engage and inform stakeholders and decision-makers through effective dialogue, education, outreach efforts, and new partnerships that promote historic preservation in Texas communities.
- ☒ Promote the identification and designation of both tangible and intangible historic and cultural resources that represent Texas' rich and diverse heritage.
- ☐ Promote historic preservation as a flexible tool that is well integrated and supported with local planning and development practices with an aim to strengthening and sustaining communities as resilient places.
- ☐ Bolster and enhance Texas' disaster resilience planning efforts to provide solid foundations for preparedness, recovery, and adaptation that protect and preserve the state's historic and cultural resources.
- ☐ Enhance the capacities of preservation partners and organizations to advance preservation practice and promote the next generation of preservation leaders in Texas.
- ☒ Support initiatives and expand efforts that document and preserve the heritage of Texas' diverse communities.

Summarize how your project addresses the goal(s) selected above: The survey project will identify the tangible historic and cultural resources of the City of Mercedes for future designation and preservation efforts. We recognize that the history of the Rio Grande Valley is often untold and underrepresented within Texas. Documenting cultural heritage in the Mercedes will provide be a valuable contribution in addressing that gap.

ATTACHMENTS: Please include all applicable attachments to the grant application. **Resumes from the Project Manager and outside consultants are required for all projects;** however, if the applicant plans to hire a consultant or subcontractor after the grant award, resumes may be submitted following the selection process.

Below is a list of possible attachments for each project type:

- **Survey and Inventory:** Survey area boundary map, street view images, Determination of Eligibility statement from the THC (recommended but not required)
- **National Register Nominations:** Physical address, boundary or location map, Determination of Eligibility statement from the THC (required), photograph(s)
- **Design Guidelines:** Current design guidelines, outline of sections or chapters of proposed guidelines

- **Education and Outreach:** Outline of script, draft agenda clearly defining the subject of the training
- **Other:** Please contact CLG Program staff to discuss recommended attachments for projects not listed.

ACKNOWLEDGEMENTS

By checking below, the applicant acknowledges:

- ☒ One copy of this application must be received via email by the Texas Historical Commission no later than 5 p.m. CST on Friday, January 9, 2026, in order to be considered.
- ☒ Consideration for funding is based on the demonstrated need, a compelling explanation of how the expanded project scope of work will benefit the CLG, and the applicant's ability to match the funds being requested.
- ☒ Commencement of grant-funded work may not begin prior to receipt of a signed grant contract between the THC and the grantee and requires participation in a grant orientation meeting.
- ☒ Verified by the signature below, the chief elected official of the CLG is aware of this application and supports the proposed project.
- ☐ For requests involving construction projects, the property owner will be required to file a preservation easement for the property that will run with the land for a specific period of time based upon the amount of the final grant award.
- ☒ The applicant hereby acknowledges that the information provided on this application is accurate to the best of their knowledge.

APPLICANT'S CERTIFICATION:

SIGNATURE:  TITLE: Historic Preservation Officer DATE: 12/10/25

CHIEF ELECTED OFFICIAL CERTIFICATION: The application must be signed by the chief elected official of the CLG (the mayor of a city or the county judge) or chief administrative official (e.g. city manager).

SIGNATURE: _____ TITLE: _____ DATE: _____

HISTORIC PRESERVATION OFFICER OR CLG REPRESENTATIVE'S CERTIFICATION: *This is only required if Applicant is a third-party designee.*

SIGNATURE: _____ TITLE: _____ DATE: _____

CERTIFIED LOCAL GOVERNMENT SUBGRANT
FY 2026 Grant Budget Worksheet

BUDGET ITEM	GRANT FUNDS	LOCAL CASH	LOCAL IN-KIND	TOTAL COSTS
Field Work /Survey	\$15,000	\$15,000		\$30,000
Research	\$7,500	\$7,500		\$15,000
Materials Preparation	\$5,000	\$5,000		\$10,000
Survey Report	\$15,000	\$15,000		\$30,000
Travel	\$5,750	\$5,750		\$11,500
Printing/Expenses	\$1,750	\$1,750		\$3,500
TOTALS	\$50,000	\$50,000		\$100,000

Please complete the budget form and provide any supplemental information necessary to confirm or support the issues described above.

Proposed projects can use a local cash match for grant monies budgeted on a one-to-one (dollar for dollar) match equal to a 50:50 ratio for the total cost of the project. Proposed projects utilizing all or partial match of verifiable in-kind services and/or goods may also qualify as long as the local match equals a 50:50 ratio for the total cost of the project. The Texas Historical Commission reserves the right to fund grant requests in part or in full based on the review criteria outlined in the application form, and the amount of federal funding available. Final decisions will also take into consideration the annual performance of each CLG applying for assistance. Only non-federal monies may be used as a match, with the exception of Community Development Block Grants (CDBG).

EDUCATION:

- YALE UNIVERSITY** – Class of 2016 | Bachelor of Arts in History 2011 - 2016
- Focus on North American frontier and borderlands history
 - Senior Thesis: “*Bandits by the Border: The Mexican Revolution in the Rio Grande Valley, 1910-1917*”
- THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY** | Master of Arts in History 2020 - Present
- Graduate student in the Department of History studying frontier and borderland history
 - Awarded the PRESIDENTIAL RESEARCH FELLOWSHIP by the College of Liberal Arts

PRESERVATION EXPERIENCE:

- Owner, ITHILIEN CONSULTING LLC** Sept 2024 – Present
- Sole proprietor of a private consulting company providing professional and technical services to clients in the areas of historic preservation and multifamily housing LIHTC applications in several states
- Chairman, HIDALGO COUNTY HISTORICAL COMMISSION (HCHC)** Apr 2021 - Present
- Appointed Chairman of the Historical Commission by the Hidalgo County Commissioners Court (2025)
 - Vice-Chair of Preservation (2023-24): second-highest ranking officer on the Executive Board.
 - Appointed by the Hidalgo County Commissioner’s Court to the HCHC for Precinct 1; serve on the Marker Committee, Preservation Committee, and assist HCHC with history related efforts.
- Member, MERCEDES HISTORIC PRESERVATION COMMISSION (MHPC)** Mar 2023 - Present
- Appointed by the City of Mercedes to a seven-member advisory board tasked with the protection and preservation of the city’s historic landmarks; wrote a new historic preservation ordinance passed 2024; Vice Chairman (2024)
- Historic Preservation Coordinator, MISSION HISTORICAL MUSEUM** Jun 2022 – May 2023
- Performed professional planning duties in the administration of the City of Mission’s historic preservation ordinance; ensure planning activities and practices work in tandem with historic preservation principles
- Graduate Research Assistant, UTRGV CHAPS PROGRAM** Jun 2021 – Aug 2021
- Edited and co-authored *The Rio Grande Valley in the Time of the Pandemic: Community Responses to COVID-19* for publication; edited oral history transcripts for *And Then the Soldiers Were Gone* study on Fort Ringgold

LEADERSHIP AND SERVICE:

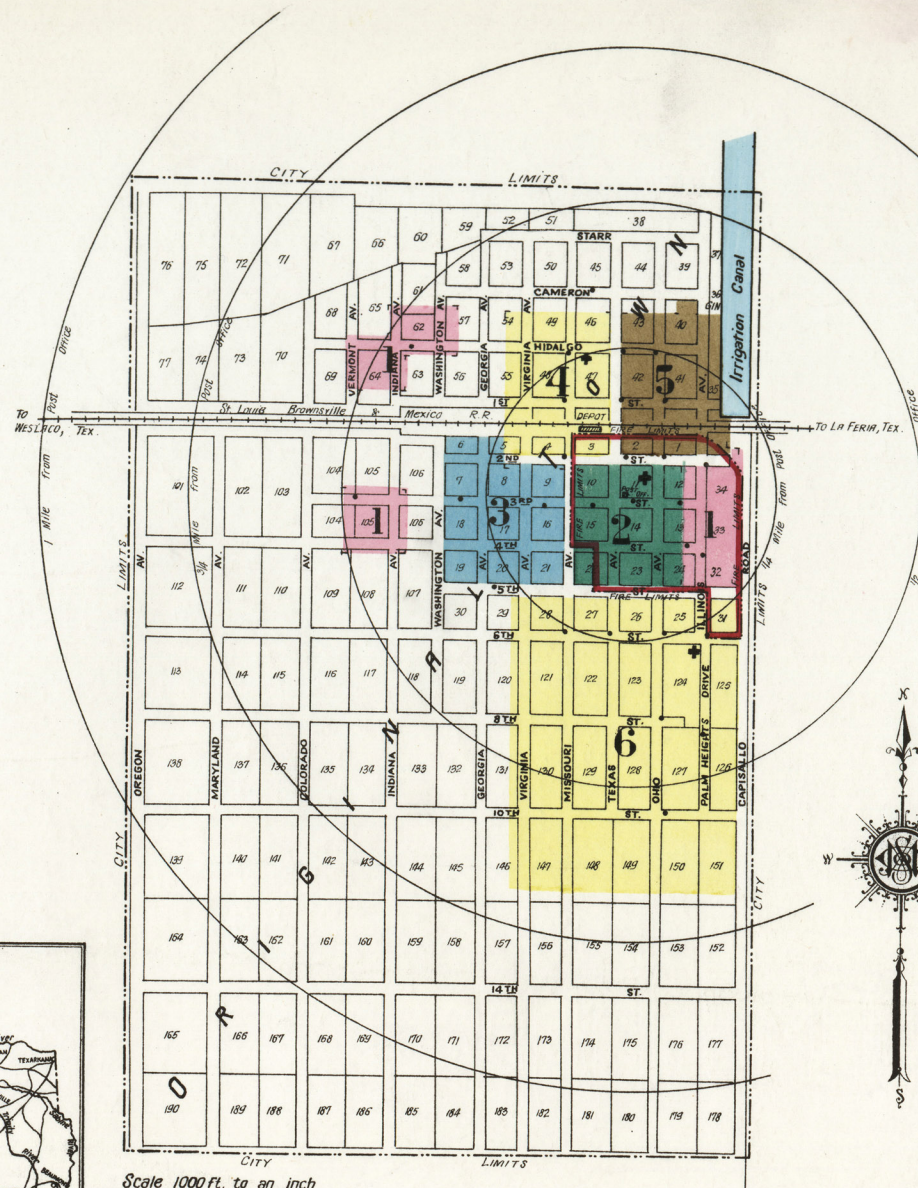
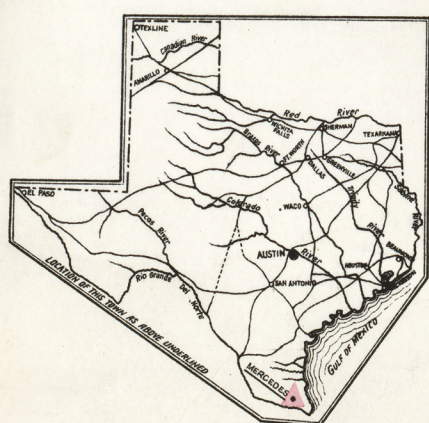
- Board Member, TEXAS TROPICAL TRAIL REGION (TTTR)** Jun 2023 - Present
- Appointed to the Board of Directors of the TTTR to help advise and direct the organization in its mission to educate people of the historical and cultural value of the Tropical Trail Region of Texas.
 - Chair of Grant/Scholarship Committee; serve on the Governance, Membership, and Advocacy Committees
- Member, PRESERVATION TEXAS** Apr 2023 – Present
- Successfully nominated the ROOSEVELT SCHOOL AUDITORIUM (Mission, TX) to the 2023 Most Endangered Places list at No. 6; led effort to try and save the building (lost May 2023)
 - Successfully nominated the SAN JUAN HOTEL (San Juan, TX) and the ODELL-RODRIGUEZ STORE & POST OFFICE (Hidalgo, TX) to the 2024 Most Endangered Places list; lead advocate for “Save the San Juan Hotel” (ongoing)

HONORS AND AWARDS:

- FORUM Scholarship Recipient, NATIONAL ALLIANCE OF PRESERVATION COMMISSIONS** Jul 2022
- Selected to attend “Bridging the Divide,” the NAPC’s biennial historic preservation conference in Cincinnati as part of their “New Voices in Preservation” initiative
 - Presentation: “*The Jamison: Building a Legacy of Resilience in Texarkana*”
- Preservation Scholar, TEXAS HISTORICAL COMMISSION** Summer 2020
- Eight-week internship with the TEXAS MAIN STREET PROGRAM providing historical research, economic impact analysis, and architectural recommendations for two historic buildings in Eagle Pass and Texarkana
 - Co-authored final report and presentation on *The Jamison Building* (Texarkana, TX)

REFERENCES

Marisol Vidales – CITY OF MERCEDES | *Historic Preservation Officer* | mvidales@cityofmercedes.com
Kelly Little – TEXAS HISTORICAL COMMISSION | *Certified Local Government Coordinator* | kelly.little@thc.texas.gov
Roseann Bacha-Garza – UNIVERSITY OF TEXAS - RGV | *CHAPS Program Director* | roseann.bachagarza@utrgv.edu
Jamie Crawley – TEXAS MAIN STREET PROGRAM | *Architect and Design Lead* | jamie.crawley@thc.texas.gov

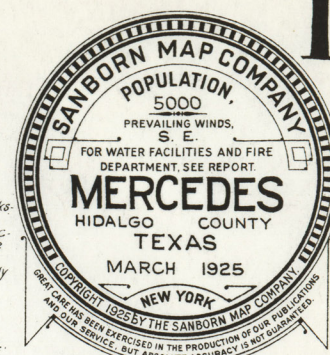


Scale 1000 ft. to an inch



WATER FACILITIES:
Private owned, abstract from Canal System.--Gravity & direct pressure, 1--Worthington pump 4'x6'. Copy 800 gals per min, driven by 30 HP electric motor. 2--Fairbanks Morse 3'x6' driven by 7½ HP electric motor, 1--Dayton 4'x6' 300 gals per min, driven by 1½ HP electric motor. 3--Simpco 3'x6' 800 gals 30 HP, 1--base level with business district, 5-Miles of 4", 6", 8" & 10" water mains. 28-Double & triple hydrants /Average daily consumption 211,486 gals. Domestic pressure, 50 lbs. Fire pressure, 70 lbs.

FIRE DEPT.:
STATION No.1 - 1 Chief, paid. 34-Volunteers. 1-American
 LeTrance auto truck (pumper), carrying 800' 2 1/2" C.R.I.
 hose. 100' 3/4 gal. chemical tank with 300' 1/2" rubber hose.
 2-3 gal. chemical tanks. 20' Extension ladder. 8-20' of
 roof ladder.
STATION No.2 - 1 Special built Ford truck (pumper),
 carrying 1000' C.R.I. hose. 80-3 gal. chemical tank. 200-1/4"
 rubber hose. 20' Extension ladder.
STATION No.3 - 1 Special built Ford truck, carrying 900'
 C.R.I. hose.
 Alarm given by Siren on roof of frame building blk 34,
 Illinois Avenue.
 Grades Level. 7-Miles paved.
 Public lights: Electric.

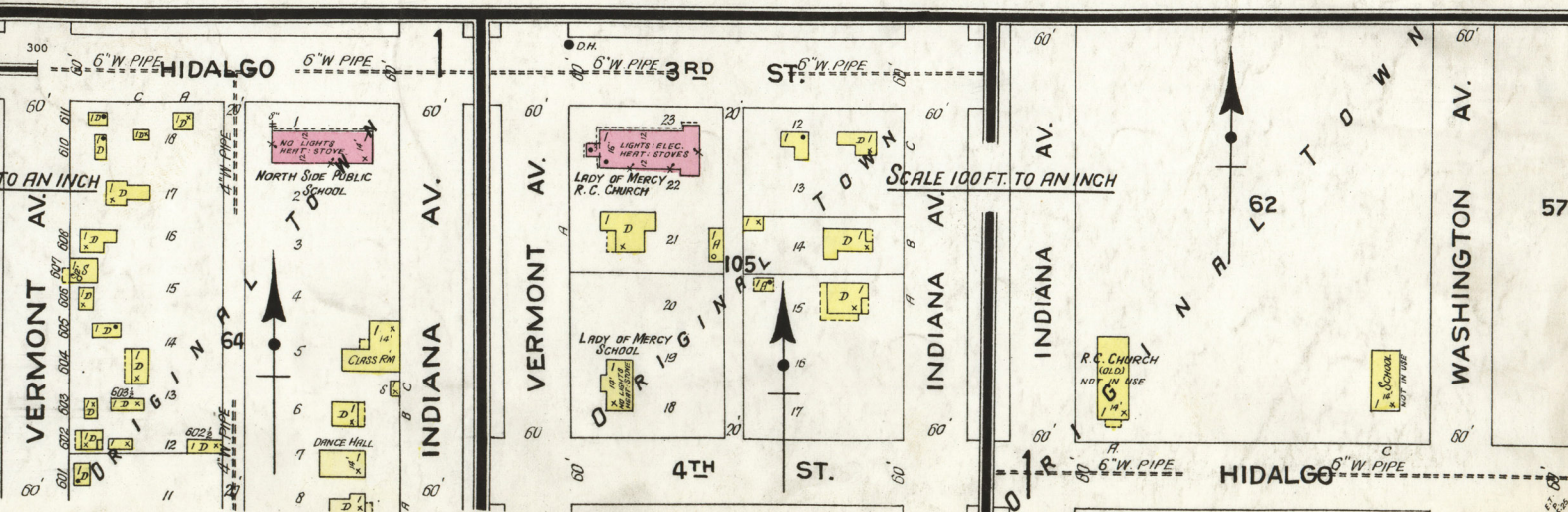
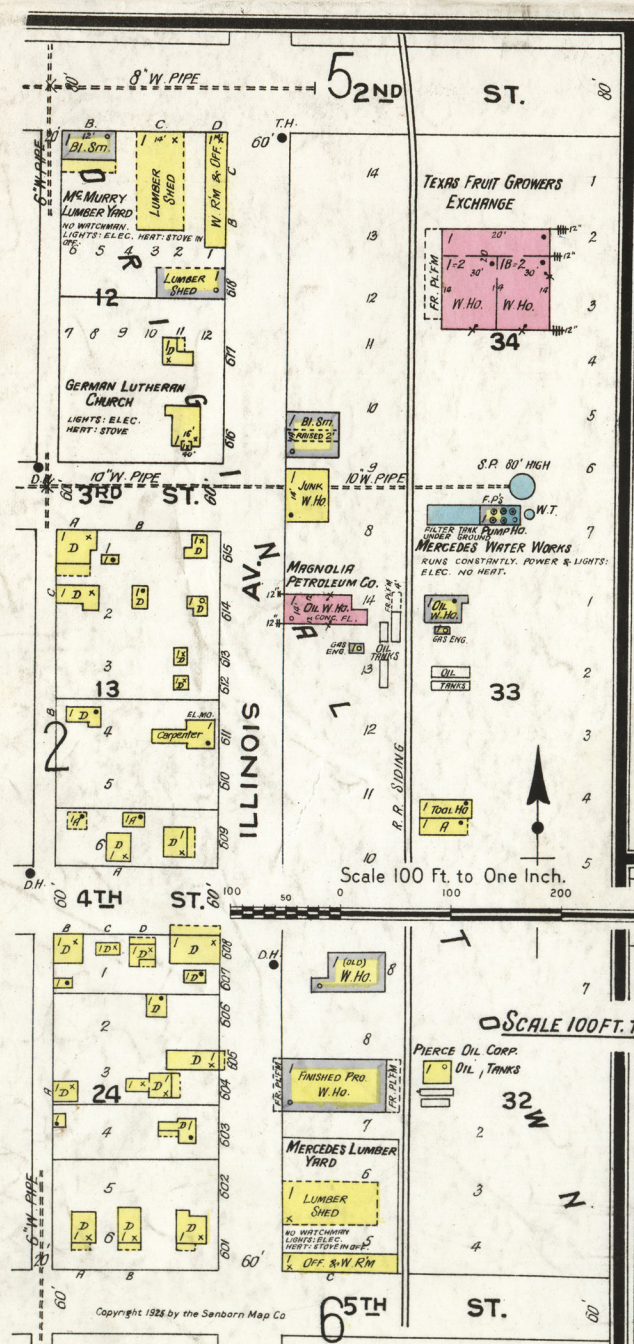


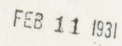
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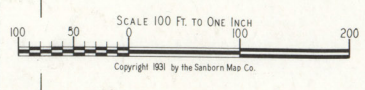
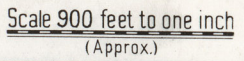
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NOTE.—House Numbers given are arbitrary.





* Indicates only one side of Street shown.



Memo

To: Mayor and City Commission
From: Melissa Ramirez, Executive Director
CC: File
Date: 12/4/2025
Re: DCM Policies Foreclosure and Loan Write-Off

In an effort to increase consistency, and ensure we are meeting both legal and administrative best practices, the DCM Board created and approved the attached Bad Debt Policy and Foreclosure Policy. The policy has been reviewed and approved by legal.

Recommendation: Approve

Loan Write-Off Policy

Section 1. Purpose

To establish consistent standards for writing off delinquent loans to maintain accurate financial statements, prevent asset overstatement, and protect the credibility of the Development Corporation of Mercedes (EDC).

Section 2. Policy

1. Automatic Write-Off Rule: Any loan deemed uncollectable or that is 365 days (12 months) past due with no approved repayment plan in place shall be automatically written off as uncollectible. Justification: Retaining loans beyond 365 days past due creates an asset overstatement and misrepresents the financial condition of the Corporation.
2. Allowance for Doubtful Accounts: Loans approaching 365 days delinquent may be reserved against in part or full prior to write-off.
3. Negotiated Extensions: If a borrower is amenable to revised terms, the negotiated terms must be completed and approved by the DCM Board before the 12th month of delinquency. Extensions granted after 365 days past due are not permitted under this policy.
4. Ineligibility for Future Funding: Any borrower in default, and any business in which the borrower holds ownership, partnership, or management interest, is ineligible for EDC funding until the debt is settled in full.
5. Collection Costs: All associated collection costs, legal fees, and administrative expenses incurred by the EDC shall be added to the total due from the borrower.
6. Transparency: Write-offs, extensions, and collection efforts must be documented and included in quarterly board packets with delinquency aging schedules.

Section 3. Governance & Amendment Control

This policy shall remain in effect unless amended. Amendments or repeal require a unanimous vote of the Mercedes City Commission.

Section 4. Implementation

Effective upon adoption by the DCM Board. Annual review during every September. Loans written off remain subject to collection; recovered amounts are recognized as income when received.

FORECLOSURE POLICY

Section 1. Purpose

To establish uniform standards and procedures for initiating foreclosure on defaulted loans administered by the Development Corporation of Mercedes (“EDC”), ensuring due diligence, fairness, and compliance with Texas law, including the Texas Property Code, Chapter 51.

Section 2. Policy

2.1 Foreclosure Trigger.

Any loan that remains in material default for twelve (12) cumulative months within any rolling twenty-four (24)-month period shall automatically move into foreclosure proceedings, subject to applicable state foreclosure laws and the governing loan or security instruments.

2.1 (b) Discretionary Foreclosure Trigger.

Notwithstanding the time-based default provisions above, the Board may, upon advice of legal counsel, declare a loan in default and authorize foreclosure at any time the borrower is in material breach of the loan or security agreement and the Board, in its reasonable judgment, determines that the indebtedness has become insecure or the collateral is in jeopardy. In determining insecurity, the Board may consider evidence, including, but not limited to, abandonment of the property, insolvency, bankruptcy filings, waste, or other material acts impairing the value of the collateral or the borrower’s ability to perform.

A loan shall be deemed in material default if the borrower has failed to make timely payments or otherwise comply with material terms of the loan agreement, and such default is not cured through a written repayment plan approved by the EDC. Intermittent or partial payments insufficient to bring the loan current, or payments made solely to delay enforcement, shall not interrupt or reset the default period. Only a documented and fully executed repayment or modification agreement, accepted by the EDC in writing, shall toll or suspend the running of the default period.

2.2 Required Documentation Packet.

Prior to initiation of foreclosure, EDC staff shall prepare and present to the Board a complete collection documentation packet, including:

- (a) Copies of all emails or written communications sent to the borrower;
- (b) Certified letters issued by EDC staff;
- (c) Certified letters or notices from attorneys representing the EDC; and
- (d) Any other formal documentation evidencing good-faith collection and compliance efforts.

2.3 Board Action.

Upon presentation of the documentation packet, the EDC Board shall authorize foreclosure proceedings to move forward unless legal counsel advises temporary delay for statutory compliance or litigation management purposes.

2.4 Ineligibility for Future Funding.

Borrowers subject to foreclosure, and any affiliated businesses or principals, shall be ineligible for future EDC loans, grants, or incentives until all indebtedness and foreclosure-related costs are fully satisfied.

Section 3. Collection and Foreclosure Costs

3.1 Recovery of Costs.

All costs of collection and foreclosure, including but not limited to reasonable attorney's fees, court costs, title and appraisal expenses, filing fees, service fees, and administrative expenses incurred by the EDC in enforcing the loan or security instruments, shall be added to the total indebtedness due from the borrower and shall bear interest at the default rate provided in the loan agreement until paid in full.

3.2 Lien Priority.

Such costs shall be secured by and recoverable under the same lien or security interest as the underlying indebtedness and shall be included in any judgment or foreclosure sale proceeds.

3.3 Cumulative Remedies.

The rights of the EDC to recover costs under this Section are cumulative of all other rights or remedies available at law, in equity, or under the loan documents.

3.4 Transparency.

All foreclosure actions shall be reported monthly to the EDC Board with a status summary identifying the stage of proceedings and any material developments.

Section 4. Governance and Amendment Control

This policy shall remain in effect until amended or repealed. Any amendment or repeal shall require a majority vote of the board of directors of the Development Corporation of Mercedes and be ratified by a majority vote of the Mercedes City Commission.

Section 5. Implementation and Review

This policy shall become effective immediately upon adoption by the DCM Board. It shall be reviewed annually during the audit cycle to ensure compliance with Texas Property Code Chapter 51 and all applicable loan or security agreements.

DATE: December 16, 2025
FROM: Jacob Howell, Commissioner
Joe Martinez , Commissioner
ITEM: **Discussion and possible action to Consider and take possible action to research feasibility of restricting vape sales and establishments**

BACKGROUND INFORMATION: Over the past months, we have all seen the increase in vape-related incidents and the impact it is having on students, families, and neighborhoods. This trend isn't limited to Mercedes, the same concerns are being reported throughout the Rio Grande Valley, across Texas, and nationwide. As leaders, we have a responsibility to respond for the protection of our youth. At one point, Mercedes had 4 to 5 vape shops? Under Texas Local Government Code Sec. 51.001, the City of Mercedes has the authority to adopt ordinances, fees, and regulations that protect the welfare and good order of the community. With that in mind, I believe it is time for us to consider stronger oversight, potential permit and fee increases, and additional regulatory measures for vape shops operating within city limits. My purpose is to safeguard the youth and ensure that public health and safety remain top priorities in Mercedes.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: (Total Costs)

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

Finance Review by: No

LEGAL REVIEW: Yes

ATTACHMENTS:

None

STAFF RECOMMENDATION: Approval for Staff and legal to research feasibility of restricting vape sales and establishments with an ordinance.

DATE: December 16, 2025
FROM: Orlando Diaz, Lieutenant
ITEM: **Discussion and possible action to Approval to Ratify Resolution 2025-30 and Agreement for the Temporary Closure of State Right-of-Way – 3rd Annual South Texas International Marathon**

BACKGROUND INFORMATION: (provide a summary of your agenda item)

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):
\$ Regular Time / Overtime

Account Number(s):
01-522-1022 / 01-522-1092

Finance Review by:

LEGAL REVIEW:

ATTACHMENTS:

1. 1B. Road Closure Write-Up
2. 2. Inaugural South Texas International Marathon Road Closure Permit
3. 3. Exhibit A - Letter Head - Agreed Traffic Control
4. 3. Exhibit A - ROAD CLOSURE ASSIGNMENT POSTS
5. 4. Exhibit B - RESOLUTION FOR TEMPORARY CLOSURE OF A STREET
6. 5. Exhibit C - Letter Head - Event Name, Date, Time & Closure
7. Request for Traffic Signal Adjustments for South Texas International Marathon 2025
8. STIM 2025 - MAP
9. STIM 2025 City of Weslaco Insurance Policy
10. STIM 2025 City of Mercedes Insurance Policy
11. STIM 2025 City of La Feria Insurance Policy
12. STIM 2025 City of Donna Insurance Policy

STAFF RECOMMENDATION: I move to recommend approval of the Agreement for the Temporary Closure of State Right-of-Way for the 3rd Annual South Texas International Marathon and authorize the appropriate City Commissioners to execute the required documents.

Mayor
City Manager
Commissioners
Good evening,

As an agreement made between TXDOT and the Mercedes Public Safety Department we are requesting that this resolution be passed for a temporary road closure permit for the 3rd Annual South Texas International Marathon Event which will be held on Sunday, December 7, 2025. Road closures will be between 04:00 AM – 02:30 PM (*Note: Operation hours subject to change*) to aid with Traffic Control entering the City of Mercedes.

WHEREAS, the City has requested the temporary closure of the 3800 – 400 Block of West Business 83 (Eastbound ½ closure), 200 - 1000 Block of S. Texas Ave. (Southbound & Northbound full closure.), 400 – 100 Block West Tenth St. (Eastbound & Westbound full closure), 100 – 700 Block of East Tenth St. (Eastbound & Westbound full closure), 1000 – 500 Block of S. FM 491 Rd. (Southbound ½ closure), 700 – 500 East Fifth St. (Westbound & Eastbound full closure), 500 – 200 Block of Guadalupe Wally Prado Jr. St. (Northbound & Southbound full closure), 500 – 8000 Block of East Business 83 (Eastbound ½ closure), 8000 Block of East Business 83 – 3800 Block of West Business 83 (Westbound ½ closure), for the purpose of the 3rd Annual South Texas International Marathon Event, as described in the attached “Exhibit A,” hereinafter identified as the “ STIM Event;”

The **South Texas International Marathon (STIM)** was inspired by a dream of Rio Grande Valley native Basilio Mendoza, who envisioned a large-scale marathon for his community while volunteering at the Boston Marathon in 2019. His goal: to bring a premier running event to the Valley, promoting diabetes awareness and healthy lifestyles. After overcoming challenges, including a postponed 2020 debut due to the pandemic, STIM’s inaugural race launched in December 2023, supported by five local cities.

STIM isn’t just a race; it’s a mission. The marathon supports local charities, including **RGV Salud y Vida**, which helps those affected by Type 2 diabetes, and the **Rio Grande Valley Cross Country Coaches Association (RGVCCCA)**, offering scholarships to local youth. Key organizers, including Basilio Mendoza (Race Director) and Hilda Mendoza (Co-Finance Coordinator), Ramiro Zamarripa (Co-Expo Coordinator), Brian Mendoza (Special Events Coordinator), Ricardo Mejia, Betty Mejia and Alex Cruz are committed to making a positive impact on their community through this inspiring event.

3rd Annual South Texas International Marathon (STIM)

Date: December 7th, 2025

Location: Starting at Donna Main Square Park, ending at City of Weslaco City Hall, Texas

Distances: Certified Marathon (26.2 miles), 2-Person Relay, 5-Person Relay

Event Mission: To promote health, fitness, and community involvement in the Rio Grande

Valley. A portion of proceeds will benefit RGV Salud y Vida and the Rio Grande Valley Cross Country Coaches Association (RGVCCCA).

Race Day

- Start Time: 6:30 AM at Bennie La Prade Stadium, 2302 Wood Ave., Donna, TX
- Race Route: Donna → Weslaco → Mercedes → La Feria → Mercedes → Weslaco
- Finish Line Celebration: Begins at 01:30 PM at Weslaco City Hall. Includes live music, food from local vendors, awards ceremony for all race finishers.
- Volunteer Shift Times: Varied by station, ensuring continuous support through the day.
- Start Line Crew: Gear Check, Corral Marshals, and Information Ambassadors to guide runners and spectators.
- Water Stations: Set up hydration stations along the course.
- Marshals and Relay Exchange Zone Volunteers: Guide and cheer on runners; assist with relay handoffs.
- Medical Station: Assist medical personnel with minor injuries and hydration needs.
- Cyclists: Act as course monitors, aiding officials and ensuring race integrity.
- Drivers: Transport supplies and assist with course updates.

Participant and Spectator Services

- Runner Services: Hydration stations, on-course medical teams, transit services, and gear check at the start line.
- Spectator Areas: Viewing zones along the course with special spots for spectators to cheer on participants.
- Entertainment Stations: Live music and entertainment stationed along the route and at the finish line.

Health and Safety Protocols

- Medical Stations: Located along the course near each water station, with a central Medical Headquarters at the finish line.
- Sanitation: Green Team to oversee cleanliness at the expo and along the racecourse.
- Lost & Found: Managed by Information Ambassadors at the Start Line, Expo, and Finish Line.

Event Wrap-Up and Feedback

- Volunteer Appreciation: Post-event celebration for volunteers, including a certificate of appreciation and highlights reel.
- Survey Distribution: Digital surveys to gather feedback from runners, volunteers, and spectators to improve future events.
- Financial Reporting and Charity Donations: Finalize finances, announce charity donation amounts, and share results with stakeholders.

Officers will be assigned to specific areas of concern:

1.	W. Bus. 83 / S. Mile 2 ½ West	41.	E. Bus. 83 / S. FM 491 Rd.
2.	W. Bus. 83 / S. Mile 2 West	42.	E. Bus. 83 / S. Dawson Rd.

3.	W. Bus. 83 / S. Maryland Ave.	43.	E. Bus. 83 / S. Mile 1E. Rd.
4.	W. Bus. 83 / S. Palm Ave.	44.	E. Bus. 83 / Eastland Dr.
5.	W. Bus. 83 / S. Frances Ave.	45.	E. Bus. 83 / S. Mile 1 ½ E. Rd.
6.	W. Bus. 83. / S. Colorado Ave.	46.	E. Bus. 83 / Conner St.
7.	W. Bus. 83 / S. Vermont Ave.	47.	E. Bus. 83 / S. Mile 2E. Rd.
8.	W. Bus. 83 / S. Indiana Ave.	48.	E. Bus. 83 / S. Mile 2 ½ E. Rd.
9.	W. Bus. 83 / S. Washington Ave.	49.	E. Bus. 83 / Saenz Ave.
10.	W. Bus. 83 / S. Georgia Ave.	50.	E. Bus. 83 / S. Mile 3E. Rd.
11.	W. Bus. 83 / S. Virginia Ave.		
12.	W. Bus. 83 / S. Missouri Ave.	50.	E. Bus. 83 / S. Mile 3E. Rd.
13.	W. Bus. 83 / S. Texas Ave.	51.	E. Bus. 83 / Saenz Ave.
		52.	E. Bus. 83 / S. Mile 2 ½ E. Rd.
14.	S. Texas Ave. / W. 3 rd St.	53.	E. Bus. 83 / S. Mile 2E. Rd.
15.	S. Texas Ave. / W. 4 th St.	54.	E. Bus. 83 / Conner St.
16.	S. Texas Ave. / W. 5 th St.	55.	E. Bus. 83 / S. Mile 1 ½ Ed. Rd.
17.	S. Texas Ave. / W. 6 th St.	56.	E. Bus. 83 / Eastland Dr.
18.	S. Texas Ave. / W. 8 th St.	57.	E. Bus. 83 / S. Mile 1E. Rd.
19.	S. Texas Ave. / W. 10 th St.	58.	E. Bus. 83 / S. Dawson Rd.
		59.	E. Bus. 83 / S. FM 491 Rd.
20.	W. 10 th St. / S. Ohio Ave.	60.	E. Bus. 83 / Guadalupe Wally Prado St.
21.	W. 10 th St. / S. Illinois Ave.	61.	W. Bus. 83 / S. Illinois Ave.
22.	W. 10 th St. / S. Palm Dr.	62.	W. Bus. 83 / S. Ohio Ave.
23.	W. 10 th St. / S. Capiasallo Rd.	63.	W. Bus. 83 / S. Texas Ave.
		64.	W. Bus. 83 / S. Missouri Ave.
24.	E. 10 th St. / S. Florida Ave.	65.	W. Bus. 83 / S. Virginia Ave.
25.	E. 10 th St. / Iowa Ave.	66.	W. Bus. 83 / S. Georgia Ave.
26.	E. 10 th St. / Bruce St.	67.	W. Bus. 83 / S. Washington Ave.
27.	E. 10 th St. / Kansas Ave.	68.	W. Bus. 83 / S. Indiana Ave.
28.	E. 10 th St. / Dowler St.	69.	W. Bus. 83 / S. Vermont Ave.
29.	E. 10 th St. / Nevada Ave.	70.	W. Bus. 83. / S. Colorado Ave.
30.	E. 10 th St. / Chapman St.	71.	W. Bus. 83 / S. Frances Ave.
31.	E. 10 th St. / FM 491 Rd.	72.	W. Bus. 83 / S. Palm Ave.
		73.	W. Bus. 83 / S. Maryland Ave.
32.	S. FM 491 Rd. / E. 9 th St.	74.	W. Bus. 83 / S. Mile 2 West
33.	S. FM 491 Rd. / E. 8 th St.	75.	W. Bus. 83 / S. Mile 2 ½ West
34.	S. FM 491 Rd. / E. 7 th St.		
35.	S. FM 491 Rd. / E. 5 th St.		
36.	E. 5 th St. / Avenue C		
37.	E. 5 th St. / Guadalupe Wally Prado St.		
38.	Guadalupe Wally Prado St. / Alamo St.		
39.	Guadalupe Wally Prado St. / Orange St.		
40.	Guadalupe Wally Prado St. / E. Bus. 83		

Additional Patrol Officers will be available to assist if necessary. Patrol Division primary duties & responsibilities.

Lt. Orlando Diaz

STATE OF TEXAS §

COUNTY OF §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT-OF-WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City Of Mercedes, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "City."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Mercedes, in Hidalgo, County; and

WHEREAS, the City has requested the temporary closure of the 3800 – 400 Block of West Business 83 (Eastbound ½ closure), 200 - 1000 Block of S. Texas Ave. (Southbound & Northbound full closure.), 400 – 100 Block West Tenth St. (Eastbound & Westbound full closure), 100 – 700 Block of East Tenth St. (Eastbound & Westbound full closure), 1000 – 500 Block of S. FM 491 Rd. (Northbound ½ closure), 700 – 500 East Fifth St. (Westbound & Eastbound full closure), 500 – 200 Block of Guadalupe Wally Prado Jr. St. (Northbound & Southbound full closure), 500 – 8000 Block of East Business 83 (Eastbound ½ closure), 8000 Block of East Business 83 – 3800 Block of West Business 83 (Westbound ½ closure) for the purpose of the 3rd Annual South Texas International Marathon Event, as described in the attached "Exhibit A," hereinafter identified as the " STIM Event;" and

WHEREAS, the Event will be located within the City's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right-of-way will be performed within the State's requirements; and

WHEREAS, on the 16th day of December of 2025, the City Commission passed Resolution _____ / Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The description of the Event, including the proposed schedule of start and stop times, approximate number of people attending the Event, and equipment involved shall be attached hereto and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The City shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The City shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right-of-way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State.

C. The City will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

D. The City will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right-of-way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The City will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the City shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

E. The City hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the City's traffic control plan.

F. The City will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right-of-way and restore or repair the State's right-of-way, including roadway and drainage structures, signs, and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural environment, including landscape features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the City will remain the property of the City. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right-of-way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and City under this agreement. If the potential termination of this agreement is due to the failure of the City to fulfill its contractual obligations as set forth herein, the State will notify the City that possible breach of contract has occurred. The City must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the City does not remedy the breach to the satisfaction of the State, the City shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right-of-way, the City and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the City and/or its contractors are encroaching upon the State right-of-way.

B. In the event the City is a self-insured entity, the City shall provide the State proof of its self-insurance. The City agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the City and the State.

Article 10. COMPLIANCE WITH LAWS

The City shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right-of-way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City:	State:
<u>City of Mercedes</u>	<u>Texas Department of Transportation</u>
<u>400 South Ohio Avenue, Mercedes, TX</u>	_____
<u>78570</u>	_____
_____	_____

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF MERCEDES

Executed on behalf of the City by:

By _____ Date: December 16, 2025

Typed or Printed Name and Title: Orlando Diaz

Lieutenant

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation and Mercedes for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

By _____ Date _____
Director of Maintenance

Exhibit A

(SEE ATTACHED ROUTE MAP AND ROAD CLOSURES)

Exhibit B

(SEE ATTACHED RESOLUTION)

Exhibit C

(SEE ATTACHED TRAFFIC CONTROL AGREEMENT)



MERCEDES POLICE DEPARTMENT

316 S. Ohio Ave.
Mercedes, Texas 78570
(956) 565-3102 Fax (956) 565-2583

Francisco J. Sanchez
Chief of Police

Tuesday, December 16, 2025

To: Texas Department of Transportation

From: Orlando Diaz, Lieutenant

Re: Agreement for the Temporary Closure of State Right-of-Way

Exhibit C

The Mercedes Public Safety Department will provide law enforcement personnel to conduct traffic control operations for the 3rd Annual South Texas International Marathon. Personnel will be assigned between 4:00 AM and 2:30 PM, with peak operational hours subject to change as needed. The event is scheduled for Sunday, December 7, 2025.

Lt. Orlando Diaz

3rd Annual South Texas International Marathon Event

Sunday, December 7, 2025

(Traffic Control)

04:00 PM – 02:30 PM

(Note: Operation hours subject to change daily)

	INTERSECTION:	DEPARTMENT:		INTERSECTION:
	(Westbound)			(Eastbound)
1.	W. Bus. 83 / S. Mile 2 ½ West			W. Bus. 83 / S. Mile 2 ½ West
2.	W. Bus. 83 / S. Mile 2 West			W. Bus. 83 / S. Mile 2 West
3.	W. Bus. 83 / S. Maryland Ave.			W. Bus. 83 / S. Maryland Ave.
4.	W. Bus. 83 / S. Palm Ave.			W. Bus. 83 / S. Palm Ave.
5.	W. Bus. 83 / S. Frances Ave.			W. Bus. 83 / S. Frances Ave.
6.	W. Bus. 83. / S. Colorado Ave.			W. Bus. 83. / S. Colorado Ave.
7.	W. Bus. 83 / S. Vermont Ave.			W. Bus. 83 / S. Vermont Ave.
8.	W. Bus. 83 / S. Indiana Ave.			W. Bus. 83 / S. Indiana Ave.
9.	W. Bus. 83 / S. Washington Ave.			W. Bus. 83 / S. Washington Ave.
10.	W. Bus. 83 / S. Georgia Ave.			W. Bus. 83 / S. Georgia Ave.
11.	W. Bus. 83 / S. Virginia Ave.			W. Bus. 83 / S. Virginia Ave.
12.	W. Bus. 83 / S. Missouri Ave.			W. Bus. 83 / S. Missouri Ave.
13.	W. Bus. 83 / S. Texas Ave.			W. Bus. 83 / S. Texas Ave.
14.	S. Texas Ave. / W. 3 rd St.			S. Texas Ave. / W. 3 rd St.
15.	S. Texas Ave. / W. 4 th St.			S. Texas Ave. / W. 4 th St.
16.	S. Texas Ave. / W. 5 th St.			S. Texas Ave. / W. 5 th St.
17.	S. Texas Ave. / W. 6 th St.			S. Texas Ave. / W. 6 th St.
18.	S. Texas Ave. / W. 8 th St.			S. Texas Ave. / W. 8 th St.
19.	S. Texas Ave. / W. 10 th St.			S. Texas Ave. / W. 10 th St.
20.	W. 10 th St. / S. Ohio Ave.			W. 10 th St. / S. Ohio Ave.
21.	W. 10 th St. / S. Illinois Ave.			W. 10 th St. / S. Illinois Ave.
22.	W. 10 th St. / S. Palm Dr.			W. 10 th St. / S. Palm Dr.
23.	W. 10 th St. / S. CapiSallo Rd.			W. 10 th St. / S. CapiSallo Rd.
24.	E. 10 th St. / S. Florida Ave.			E. 10 th St. / S. Florida Ave.
25.	E. 10 th St. / Iowa Ave.			E. 10 th St. / Iowa Ave.
26.	E. 10 th St. / Bruce St.			E. 10 th St. / Bruce St.
27.	E. 10 th St. / Kansas Ave.			E. 10 th St. / Kansas Ave.
28.	E. 10 th St. / Dowler St.			E. 10 th St. / Dowler St.
29.	E. 10 th St. / Nevada Ave.			E. 10 th St. / Nevada Ave.
30.	E. 10 th St. / Chapman St.			E. 10 th St. / Chapman St.

31.	E. 10 th St. / FM 491 Rd.			E. 10 th St. / FM 491 Rd.
32.	S. FM 491 Rd. / E. 9 th St.			S. FM 491 Rd. / E. 9 th St.
33.	S. FM 491 Rd. / E. 8 th St.			S. FM 491 Rd. / E. 8 th St.
34.	S. FM 491 Rd. / E. 7 th St.			S. FM 491 Rd. / E. 7 th St.
35.	S. FM 491 Rd. / E. 5 th St.			S. FM 491 Rd. / E. 5 th St.
36.	E. 5 th St. / Avenue C			E. 5 th St. / Avenue C
37.	E. 5 th St. / Guadalupe Wally Prado St.			E. 5 th St. / Guadalupe Wally Prado St.
38.	Guadalupe Wally Prado St. / Alamo St.			Guadalupe Wally Prado St. / Alamo St.
39.	Guadalupe Wally Prado St. / Orange St.			Guadalupe Wally Prado St. / Orange St.
40.	Guadalupe Wally Prado St. / E. Bus. 83			Guadalupe Wally Prado St. / E. Bus. 83
41.	E. Bus. 83 / S. FM 491 Rd.			E. Bus. 83 / S. FM 491 Rd.
42.	E. Bus. 83 / S. Dawson Rd.			E. Bus. 83 / S. Dawson Rd.
43.	E. Bus. 83 / S. Mile 1E. Rd.			E. Bus. 83 / S. Mile 1E. Rd.
44.	E. Bus. 83 / Eastland Dr.			E. Bus. 83 / Eastland Dr.
45.	E. Bus. 83 / S. Mile 1 ½ E. Rd.			E. Bus. 83 / S. Mile 1 ½ E. Rd.
46.	E. Bus. 83 / Conner St.			E. Bus. 83 / Conner St.
47.	E. Bus. 83 / S. Mile 2E. Rd.			E. Bus. 83 / S. Mile 2E. Rd.
48.	E. Bus. 83 / S. Mile 2 ½ E. Rd.			E. Bus. 83 / S. Mile 2 ½ E. Rd.
49.	E. Bus. 83 / Saenz Ave.			E. Bus. 83 / Saenz Ave.
50.	E. Bus. 83 / S. Mile 3E. Rd.			E. Bus. 83 / S. Mile 3E. Rd.
	E. Bus. 83 / S. Mile 3E. Rd.			E. Bus. 83 / S. Mile 3E. Rd.
51.	E. Bus. 83 / Saenz Ave.			E. Bus. 83 / Saenz Ave.
52.	E. Bus. 83 / S. Mile 2 ½ E. Rd.			E. Bus. 83 / S. Mile 2 ½ E. Rd.
53.	E. Bus. 83 / S. Mile 2E. Rd.			E. Bus. 83 / S. Mile 2E. Rd.
54.	E. Bus. 83 / Conner St.			E. Bus. 83 / Conner St.
55.	E. Bus. 83 / S. Mile 1 ½ Ed. Rd.			E. Bus. 83 / S. Mile 1 ½ Ed. Rd.
56.	E. Bus. 83 / Eastland Dr.			E. Bus. 83 / Eastland Dr.
57.	E. Bus. 83 / S. Mile 1E. Rd.			E. Bus. 83 / S. Mile 1E. Rd.
58.	E. Bus. 83 / S. Dawson Rd.			E. Bus. 83 / S. Dawson Rd.
59.	E. Bus. 83 / S. FM 491 Rd.			E. Bus. 83 / S. FM 491 Rd.
60.	E. Bus. 83 / Guadalupe Wally Prado St.			E. Bus. 83 / Guadalupe Wally Prado St.
61.	W. Bus. 83 / S. Illinois Ave.			W. Bus. 83 / S. Illinois Ave.
62.	W. Bus. 83 / S. Ohio Ave.			W. Bus. 83 / S. Ohio Ave.
63.	W. Bus. 83 / S. Texas Ave.			W. Bus. 83 / S. Texas Ave.
64.	W. Bus. 83 / S. Missouri Ave.			W. Bus. 83 / S. Missouri Ave.
65.	W. Bus. 83 / S. Virginia Ave.			W. Bus. 83 / S. Virginia Ave.
66.	W. Bus. 83 / S. Georgia Ave.			W. Bus. 83 / S. Georgia Ave.
67.	W. Bus. 83 / S. Washington Ave.			W. Bus. 83 / S. Washington Ave.

68.	W. Bus. 83 / S. Indiana Ave.			W. Bus. 83 / S. Indiana Ave.
69.	W. Bus. 83 / S. Vermont Ave.			W. Bus. 83 / S. Vermont Ave.
70.	W. Bus. 83 / S. Colorado Ave.			W. Bus. 83 / S. Colorado Ave.
71.	W. Bus. 83 / S. Frances Ave.			W. Bus. 83 / S. Frances Ave.
72.	W. Bus. 83 / S. Palm Ave.			W. Bus. 83 / S. Palm Ave.
73.	W. Bus. 83 / S. Maryland Ave.			W. Bus. 83 / S. Maryland Ave.
74.	W. Bus. 83 / S. Mile 2W. Rd.			W. Bus. 83 / S. Mile 2W. Rd.
75.	W. Bus. 83 / S. Mile 2 ½W. Rd.			W. Bus. 83 / S. Mile 2 ½W. Rd.

RESOLUTION: _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS TO ENTER INTO AN AGREEMENT WITH THE STATE OF TEXAS THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF THE 3800 – 400 Block of West Business 83 (Eastbound ½ closure), 200 - 1000 Block of S. Texas Ave. (Southbound & Northbound full closure.), 400 – 100 Block West Tenth St. (Eastbound & Westbound full closure), 100 – 700 Block of East Tenth St. (Eastbound & Westbound full closure), 1000 – 500 Block of S. FM 491 Rd. (Northbound ½ closure), 700 – 500 East Fifth St. (Westbound & Eastbound full closure), 500 – 200 Block of Guadalupe Wally Prado Jr. St. (Northbound & Southbound full closure), 500 – 8000 Block of East Business 83 (Eastbound ½ closure), 8000 Block of East Business 83 – 3800 Block of West Business 83 (Westbound ½ closure) - FOR ACTIVITIES ASSOCIATED WITH THE INAUGURAL SOUTH TEXAS INTERNATIONAL MARATHON EVENT.

WHEREAS, the City Commission of the City of Mercedes wishes to cooperate with the State of Texas for the safety and convenience of the traveling public; and

WHEREAS, the City of Mercedes requests the temporary closure of the following highway on DECEMBER 7, 2025 for activities associated with the 3rd Annual South Texas International Marathon from operation peak hours 04:00 AM to 02:30 PM. (Note: Operation hours subject to change).

WHEREAS, the events will be located within the City of Mercedes incorporated area and the closure will be performed in accordance with the State's requirements;

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

That at the regular meeting of the Mercedes City Commission held on the 16th of December 2025, this resolution was adopted in accordance with Chapter 43, Texas Administrative Code, Section 22.12, and to comply with the rules and procedures established by said chapter and section, and the City Manager is hereby authorized to sign the temporary right of way closure agreement with the State of Texas. This resolution is adopted so that the 3RD ANNUAL SOUTH TEXAS INTERNATIONAL MARATHON EVENT may be conducted on December 7, 2025 in the Agreement for the Temporary Closure of State Right of Way (43 TAC, Section 22.12).

Passed and approved on this the 16th Day of December, 2025.

Oscar Montoya, Mayor

ATTEST:

Joselynn Castillo, City Secretary



MERCEDES POLICE DEPARTMENT

316 S. Ohio Ave.
Mercedes, Texas 78570
(956) 565-3102 Fax (956) 565-2583

Francisco J. Sanchez
Chief of Police

Tuesday, December 16, 2025

To: Texas Department of Transportation

From: Lieutenant Orlando Diaz

Re: Agreement for the Temporary Closure of State Right-of-Way

Exhibit A

ROAD CLOSURE EVENT NAME AND DATE

NAME: 3RD ANNUAL SOUTH TEXAS INTERNATIONAL MARATHON EVENT

DATE OF CLOSURE: SUNDAY, DECEMBER 7, 2025

TIME OF CLOSURE: 04:00 A.M. – 02:30 P.M. (Note: Operation hours subject to change)

Lt. Orlando Diaz



MERCEDES POLICE DEPARTMENT

316 S Ohio Ave.
Mercedes, Texas 78570
(956) 565-3102 Fax (956) 565-2583

Francisco J. Sanchez
Chief of Police

To: Texas Department of Transportation

From: Orlando Diaz, Operations Lieutenant

Date: December 1, 2025

Re: Request for Traffic Signal Adjustments for South Texas International Marathon

The Mercedes Police Department respectfully requests assistance in adjusting traffic signal operations at key intersections along the route of the 3rd Annual South Texas International Marathon, scheduled for Sunday, December 7, 2025. The event will run from 6:30 AM to 2:30 PM, beginning in Donna and concluding in Weslaco.

To enhance public safety and maintain an efficient traffic flow during the marathon, we request that the traffic signals at the identified intersections be placed in **all-red flashing mode**, creating temporary four-way stops. This measure will promote cautious driving and support traffic control efforts by uniformed officers stationed throughout the route.

Route Overview:

Starting Point: 3800 Block of West Business 83 – 8000 Block of East Business 83 (½ lane closure, eastbound/westbound)

Ending Point: Weslaco City Hall

Full & Partial Road Closures:

- 3800–400 Block W. Business 83 (EB ½ closure)
- 200–1000 Block S. Texas Ave. (Full closure)
- 400–100 Block W. Tenth St. (Full closure)
- 100–700 Block E. Tenth St. (Full closure)
- 1000–500 Block S. FM 491 Rd. (NB ½ closure)
- 700–500 Block E. Fifth St. (Full closure)
- 500–200 Block Guadalupe Wally Prado Jr. St. (Full closure)
- 500–8000 Block E. Business 83 (EB ½ closure)
- 8000–100 Block E. Business 83 (WB ½ closure)
- 100–3800 Block W. Business 83 (WB ½ closure)

Traffic Signal Intersections Requiring All-Red Flashing Mode:

1. W. Business 83 & S. Mile 2 West
2. W. Business 83 & S. Vermont Ave.
3. W. Business 83 & S. Virginia Ave.
4. W. Business 83 & S. Texas Ave.
5. E. 10th St. & S. FM 491 Rd.
6. E. Business 83 & S. FM 491 Rd.
7. E. Business 83 & S. Mile 1 East
8. W. Business 83 & S. Ohio Ave.

MERCEDES POLICE DEPARTMENT

316 S Ohio Ave.

Mercedes, Texas 78570

(956) 565-3102 Fax (956) 565-2583

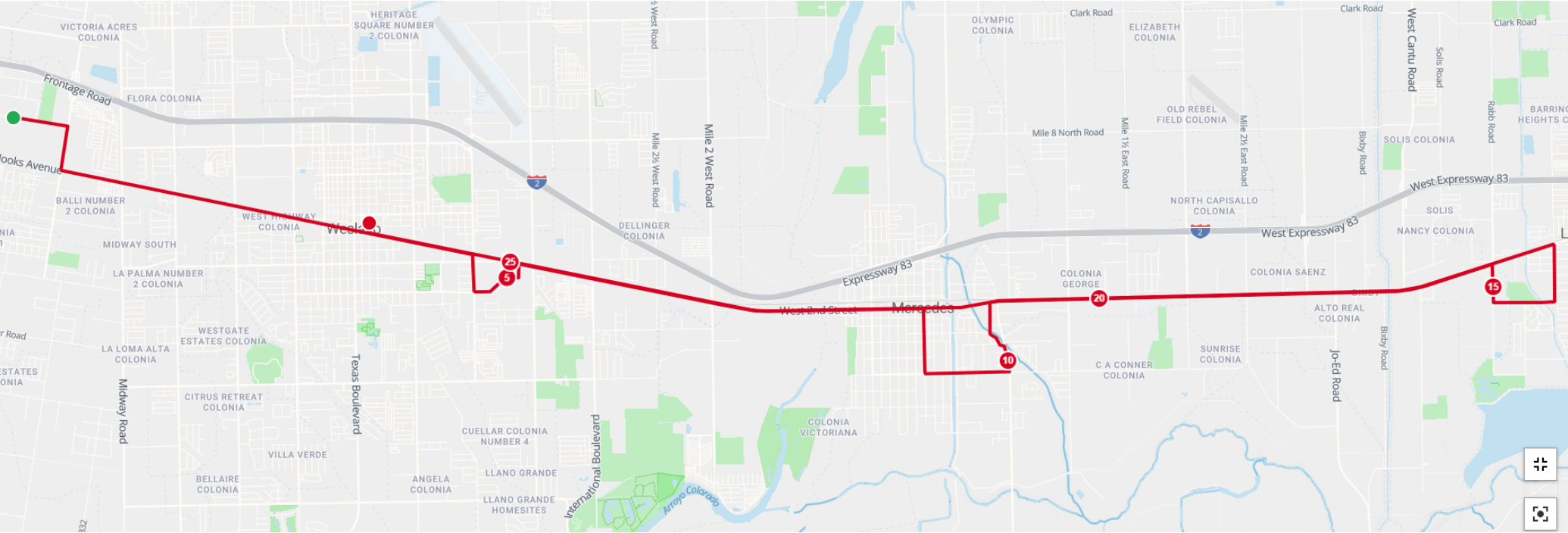
These temporary modifications, combined with officer presence at each location, are essential to ensuring the safety of marathon participants, spectators, and motorists traveling through the area.

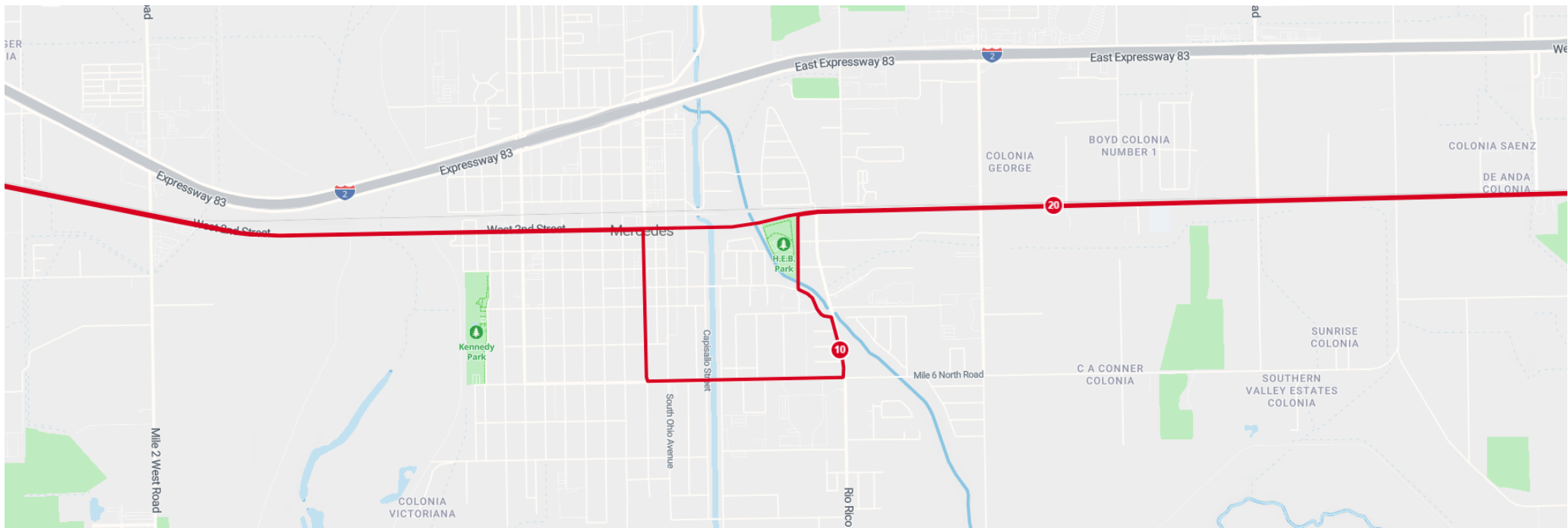
If you have any questions or need additional information, please feel free to contact me at **956-565-3102** or **odiaz@cityofmercedes.com**. We appreciate your cooperation and continued support in facilitating a safe and successful event.

Thank you for your time and consideration.

X

Orlando Diaz
Operations Lieutenant







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Event Helper Customer Service	
	Gaslamp Insurance Services	PHONE (A/C, No, Ext): (855) 493-8368	FAX (A/C, No):
	DBA Event Helper Insurance Services	E-MAIL ADDRESS: info@theeventhelper.com	
	PO Box 1549		
	Grass Valley CA 95945	INSURER(S) AFFORDING COVERAGE	
		INSURER A: Evanston Insurance Company	NAIC # 35378
INSURED		INSURER B:	
Basilio Mendoza Running LLC		INSURER C:	
c/o Basilio Mendoza		INSURER D:	
1213 Bella Vista Ave		INSURER E:	
Mission TX 78572		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			3DS5476-M4443307	12/07/2025 12:01 AM	12/08/2025 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (other than fire) \$ 1,000,000
	Host Liquor Liability						MED EXP (Any one person) \$ 5,000
	Retail Liquor Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Deductible \$ 1,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	☐ AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 400, Event Type: Marathon - Walking or Running Event
Waiver of Subrogation applies per attached CG 24 04 12 19. Primary/Non-Contributory wording applies per attached CG 20 01 04 13.

CERTIFICATE HOLDER**CANCELLATION**

City of Weslaco 255 S Kansas Ave Weslaco TX 78596	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Weslaco
255 S Kansas Ave
Weslaco TX 78596

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a Named Insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

City of Weslaco
255 S Kansas Ave
Weslaco TX 78596

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/02/2025

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IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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	Gaslamp Insurance Services	PHONE (A/C, No, Ext): (855) 493-8368	FAX (A/C, No):
	DBA Event Helper Insurance Services	E-MAIL ADDRESS: info@theeventhelper.com	
	PO Box 1549		
	Grass Valley CA 95945	INSURER(S) AFFORDING COVERAGE	
		INSURER A: Evanston Insurance Company	NAIC # 35378
INSURED		INSURER B:	
Basilio Mendoza Running LLC		INSURER C:	
c/o Basilio Mendoza		INSURER D:	
1213 Bella Vista Ave		INSURER E:	
Mission TX 78572		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			3DS5476-M4443307	12/07/2025 12:01 AM	12/08/2025 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (other than fire) \$ 1,000,000
	Host Liquor Liability						MED EXP (Any one person) \$ 5,000
	Retail Liquor Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Deductible \$ 1,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	☐ AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 400, Event Type: Marathon - Walking or Running Event
Waiver of Subrogation applies per attached CG 24 04 12 19. Primary/Non-Contributory wording applies per attached CG 20 01 04 13.

CERTIFICATE HOLDER**CANCELLATION**

City of Mercedes 400 S Ohio Ave Mercedes TX 78570	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Mercedes
400 S Ohio Ave
Mercedes TX 78570

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

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PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a Named Insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

City of Mercedes
400 S Ohio Ave
Mercedes TX 78570

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/02/2025

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PRODUCER		CONTACT NAME: Event Helper Customer Service	
	Gaslamp Insurance Services	PHONE (A/C, No, Ext): (855) 493-8368	FAX (A/C, No):
	DBA Event Helper Insurance Services	E-MAIL ADDRESS: info@theeventhelper.com	
	PO Box 1549		
	Grass Valley CA 95945	INSURER(S) AFFORDING COVERAGE	
		INSURER A: Evanston Insurance Company	NAIC # 35378
INSURED		INSURER B:	
Basilio Mendoza Running LLC		INSURER C:	
c/o Basilio Mendoza		INSURER D:	
1213 Bella Vista Ave		INSURER E:	
Mission TX 78572		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (other than fire) \$ 1,000,000
	Host Liquor Liability						MED EXP (Any one person) \$ 5,000
	Retail Liquor Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Deductible \$ 1,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	☐ AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 400, Event Type: Marathon - Walking or Running Event
Waiver of Subrogation applies per attached CG 24 04 12 19. Primary/Non-Contributory wording applies per attached CG 20 01 04 13.

CERTIFICATE HOLDER**CANCELLATION**

City of La Feria 115 E Commercial Ave La Feria TX 78559	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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EVANSTON INSURANCE COMPANY

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ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of La Feria
115 E Commercial Ave
La Feria TX 78559

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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1. Required by the contract or agreement; or
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All other terms and conditions remain unchanged.

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PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

City of La Feria
115 E Commercial Ave
La Feria TX 78559

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The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/02/2025

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	PO Box 1549		
	Grass Valley CA 95945	INSURER(S) AFFORDING COVERAGE	
		INSURER A: Evanston Insurance Company	NAIC # 35378
INSURED		INSURER B:	
Basilio Mendoza Running LLC		INSURER C:	
c/o Basilio Mendoza		INSURER D:	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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A	☒ COMMERCIAL GENERAL LIABILITY			3DS5476-M4443307	12/07/2025 12:01 AM	12/08/2025 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (other than fire) \$ 1,000,000
	Host Liquor Liability						MED EXP (Any one person) \$ 5,000
	Retail Liquor Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Deductible \$ 1,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	☐ AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 400, Event Type: Marathon - Walking or Running Event
Waiver of Subrogation applies per attached CG 24 04 12 19. Primary/Non-Contributory wording applies per attached CG 20 01 04 13.

CERTIFICATE HOLDER**CANCELLATION**

City of Donna 307 S. 12th St Donna TX 78537	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Donna
307 S. 12th St
Donna TX 78537

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a Named Insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

City of Donna
307 S. 12th St
Donna TX 78537

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

DATE: December 16, 2025
FROM: Denisse Hernandez, Interim Planning Director
ITEM: **Discussion and possible action to Approval of First Reading of Ordinance 2025-38 amending Chapter 3 "Building Regulations" of the Code of Ordinances to add a new section, Article 3.12 entitled "Annual Registration and Inspection for Multi-Family Dwellings"**

BACKGROUND INFORMATION: The City of Mercedes seeks to implement a Multifamily Inspection Ordinance to ensure that multifamily residential developments throughout the city are maintained in a safe, sanitary, and habitable condition. Multifamily units accommodate a significant portion of the community's housing supply, and routine inspections will assist in protecting public health, safety, and welfare, while establishing accountability between owners, tenants, and property managers.

SUMMARY OF ORDINANCE

The proposed ordinance establishes regulatory requirements for the inspection, maintenance, and compliance of multifamily residential properties. Key components include:

Annual Registration Requirement

All multifamily developments will be required to register annually with the City. Registration shall include ownership information, property manager contact, total unit count, number of occupied/unoccupied units, and emergency contact details.

Inspection Requirements & Standards

Properties shall undergo annual inspections and may receive additional inspections based on complaints or observed violations. Inspections will evaluate exterior maintenance, structural integrity, electrical and plumbing systems, life-safety equipment, utility standards, and sanitary conditions.

Inspection Fees:

- Annual Inspection: \$50 plus \$2 per dwelling unit
- Re-Inspection Fee (if violations are found): \$75 per building
- Third or Additional Re-Inspections: \$150 per building

Minimum Habitability Standards

The ordinance incorporates building maintenance and utility standards, including hot water access, weather-tight structures, operable HVAC, pest control, safe electrical systems, and proper drainage. Exterior surfaces, common areas, fencing, pools, stairways, windows, and roofs must be maintained in safe working condition.

Notice of Violations & Enforcement

Property owners will be issued written notice of violations and a time-frame for corrective action. Non-compliance may result in citations, administrative penalties, re-inspection charges, and, in cases of hazardous conditions, suspension of occupancy or condemnation.

Penalties & Administrative Fees

- Failure to Register: \$250 per property, plus required registration fees
- Failure to Correct Violations by Deadline: \$200 per day, per violation
- Appeal Fee (if property requests review): \$100

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):
\$

Account Number(s):

Finance Review by: Not Applicable

LEGAL REVIEW: Not Applicable

ATTACHMENTS:

1. ORDINANCE NO-ANNUAL REGISTRATION AND INSPECTION FOR MULTI-FAMILY DWELLINGS

STAFF RECOMMENDATION: Staff recommends approval of Ordinance No. 2025-38, as it establishes a clear regulatory framework to ensure safe, sanitary, and well-maintained multi-family housing within the City of Merced.

ORDINANCE NO.: 2025-38

AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS, AMENDING CHAPTER 3, “BUILDING REGULATIONS,” OF THE CITY OF MERCEDES CODE OF ORDINANCES TO ADD NEW ARTICLE 3.12, ENTITLED “MULTI-FAMILY DWELLING REGISTRATION, LICENSING, AND INSPECTION PROGRAM”; ESTABLISHING ANNUAL REGISTRATION REQUIREMENTS FOR MULTI-FAMILY RENTAL PROPERTIES; PROVIDING MINIMUM STANDARDS FOR HEALTH, SAFETY, SANITATION, AND HABITABILITY; ESTABLISHING PROCEDURES FOR CERTIFICATES OF OCCUPANCY, INSPECTIONS, ENFORCEMENT, SUSPENSION OR REVOCATION OF LICENSES, RE-INSPECTION FEES, AND PENALTIES FOR NON-COMPLIANCE; PROVIDING FOR ADMINISTRATION, SEVERABILITY, REPEALER, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Mercedes (“City Commission”) finds that safe, sanitary, and code-compliant multi-family housing is essential to public welfare, neighborhood stability, and quality of life; and

WHEREAS, the City Commission recognizes the need for consistent regulatory standards to ensure that multi-family dwelling units are properly maintained, structurally sound, and free from substandard or hazardous conditions; and

WHEREAS, the City Commission further finds it necessary to implement an annual registration and inspection program requiring documentation, licensing, and compliance with minimum life-safety and property maintenance standards; and

WHEREAS, this ordinance establishes procedures for issuance, renewal, suspension, reinstatement, and revocation of multi-family dwelling licenses, and provides authority for inspections, enforcement, utility disconnection, placarding of unsafe units, and penalties for violations; and

WHEREAS, the City Commission determines that adopting Article 3.12 will promote accountability among property owners, protect tenants and residents, reduce hazardous living conditions, and enhance long-term housing quality citywide; and

WHEREAS, the City Commission deems this ordinance necessary and in the best interest of the public health, safety, and general welfare of the citizens of Mercedes;

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

ARTICLE 3.12

ANNUAL REGISTRATION AND INSPECTION FOR MULTI-FAMILY DWELLINGS

SECTION I. DEFINITIONS.

- A. *Apartment* shall mean a room or suite of rooms within an apartment house designed, intended, or arranged for use as a residence by a single family or a group of individuals living together as a single housekeeping unit, utilizing shared kitchen facilities. See also: “Dwelling Unit.”
- B. *Apartment house or building* shall mean a building containing multiple dwelling units and providing services customarily offered by hotels, but not primarily available to the general public. Residential use is limited to tenants and authorized occupants.
- C. *Dwelling unit* shall mean a building or portion of a building used or designed for residential occupancy and human habitation. This term excludes hotels, boardinghouses, mobile homes, trailers, recreational vehicles, and similar transient lodging facilities. Dwelling units include, but are not limited to:
 - 1. Single family: A building designed for and/or occupied exclusively by one family as a separate dwelling unit.
 - 2. Duplex: A building designed and/or occupied exclusively by two families living independently of each other
 - 3. Triplex: A building designed for and/or occupied exclusively by three families living independently of each other.
 - 4. Fourplex: A building designed for and/or occupied exclusively by four families living independently of each other.
 - 5. Multiple: A building designed for and/or occupied exclusively by five or more families living independently of each other.
- D. *Improper* shall mean not approved, inadequate, deteriorated, defective, insufficient or not good working order.
- E. *Family* shall mean one or more persons who are related by blood, adoption or marriage, living together and occupying a single housekeeping unit with single kitchen facilities, or a group of not more than five (excluding servants) living together by joint agreement and occupying a single housekeeping unit with single kitchen facilities, on a nonprofit, cost-sharing basis.
- F. *Landlord* shall mean owner or lessor, and additionally includes management company or managing agent, including on-site manager, of a multi-family complex.
- G. *Nuisance* shall mean any of the following:
 - 1. Any attractive hazard which may prove detrimental to minors whether in a building, on the premises of a building or upon an occupied lot. This includes, but is not limited to, any abandoned wells, shafts, basements, septic tanks, or excavations; abandoned refrigerators or motor vehicles; or any structurally unsound fences or

structures; or any lumber, trash, fences, debris or vegetation which may prove to be a hazard for inquisitive minors.

2. Whatever is dangerous to human life or is detrimental to health, safety and welfare.
 3. Overcrowding a room with occupants.
 4. Insufficient ventilation or illumination.
 5. Inadequate or unsanitary sewerage or plumbing facilities.
 6. General uncleanness.
 7. Whatever renders air, food, or drink unwholesome or detrimental to the health, safety and welfare of human beings.
 8. An abandoned structure, basin chamber, pool or tank located indoors or outdoors containing an artificial body of water intended to be used for swimming, diving or recreational bathing, including spas, or hot tubs, which becomes unfit to be used for the purpose intended.
- H. *Occupant* shall mean any person living or sleeping in a building, or having possession of a space within a building.
- I. *Operating condition* shall mean free of leaks, safe, sanitary and in good working order.
- J. *Premises* shall mean a lot, tract or parcel of real property, including any buildings or structures on the land.
- K. *Property manager* shall mean a person who, for any form of consideration, has managing control of a premise and that is primarily responsible for leasing and collecting the rents for any multi-unit complex and in charge of the complex.
- L. *Violation categories* are deemed violations by the building official and are defined as follows:
1. Life safety violation. A violation of the maintenance code, health code, fire code, or building code that represents an imminent threat of death or injury to persons on the premises of a single-family or multi-family dwelling.
 2. Critical violation. A minimum housing standard violation or a health code violation that is capable of causing or contributing to injury or illness of occupants.
 3. Non-critical violation. A minimum housing standard or minor health code violation that:
 - a. Represents defects, damage, or deterioration in or on a structure; or
 - b. Creates a decrease in general sanitation or hygiene.

SECTION II. CERTIFICATE OF OCCUPANCY FOR MULTI-FAMILY DWELLINGS.

- A. It shall be unlawful for any person, owner, manager, or agent to lease, rent, or otherwise allow occupancy of any dwelling unit within a multi-family complex without first obtaining a valid and current Certificate of Occupancy issued by the Building Official. A separate certificate shall be required for each individual multi-family complex location.

- B. No dwelling unit within a multi-family complex may be rented, leased, or occupied in the absence of a valid Certificate of Occupancy.
- C. Application for Certificate of Occupancy.
1. The owner shall file a written application for a Certificate of Occupancy with the Building Official on the form prescribed for that purpose and signed by the owner of record.
 2. A separate application is required for each multi-family complex location.
 3. A Certificate of Occupancy is non-transferable and non-assignable.
 4. In the event of ownership change, the existing Certificate of Occupancy shall automatically become void. A new Certificate of Occupancy must be obtained within thirty (30) days of the transfer of ownership.
 5. Failure to obtain a Certificate of Occupancy for all buildings within the complex within thirty (30) days may result in referral to Municipal Court and may subject the property to an order to vacate until compliance is achieved.
- D. Application Contents. The application for Certificate of Occupancy shall include, at a minimum, the following information:
1. The trade name, physical address, and mailing address of the property.
 2. The name, physical address, and telephone number of the owner(s), property manager, resident manager, and registered agent, including the form of ownership entity.
 3. Contact information for designated emergency representatives available on a 24-hour basis, including physical address and telephone number. Emergency events include fire, natural disaster, flooding, structural failure, burst pipes, collapse hazards, and violent crime. Post office boxes are not acceptable for required address information.
 4. A site plan identifying all buildings within the complex, including the use of each building and its physical location on the property.
 5. The total number of dwelling units on the premises.
 6. A breakdown of dwelling units by number of sleeping rooms per unit.
 7. If the property owner is a corporate or legal entity, the physical address and name of:
 - a. Corporate officer, if owned by a corporation;
 - b. General partner, if owned by a partnership or limited partnership;
 - c. Managing or administrative member, if owned by a limited liability company;
 - d. Trustee, if owned by a trust;
 - e. General partner or officer, if held by a real estate investment trust;
 - f. Authorized agent for any other recognized legal entity.

8. If the property owner resides or operates outside the State of Texas, a registered agent located within the state shall be designated to accept legal service, including the physical address of such agent.
9. The owner shall notify the Planning Director or designee of any change to required application information within thirty (30) days of occurrence.
10. Documentation demonstrating that the complex has been treated for insects, rodents, and vermin within the preceding six (6) months by a person licensed under the Texas Structural Pest Control Act.
11. Upon request, the owner or manager shall make available official rental records, including lease agreements, occupancy records, and repair logs exceeding two hundred dollars (\$200.00) in cost.
12. Certificates issued pursuant to this Section shall be posted in a visible and accessible location within the on-site property management office or other conspicuous area accessible to occupants, and shall not be removed except by the Building Official.

SECTION III. ANNUAL REGISTRATION CERTIFICATE AND FEES.

- A. The landlord or owner of any multi-family dwelling complex shall register the property annually with the Building Official and shall pay a registration fee of fifty dollars (\$50.00) to offset administrative, registration, and inspection costs incurred by the City.
- B. Annual License and Inspection Fee.
 1. Annual occupancy licensing shall apply to all multi-family complexes containing two (2) or more dwelling units.
 2. In addition to the annual registration fee, an annual inspection fee of two dollars (\$2.00) per dwelling unit shall be assessed.
 3. All unit inspection fees shall be due and payable to the City on or before the expiration date of the existing license.
- C. A late fee of five dollars (\$5.00) per month shall be assessed for each month any required annual fee remains delinquent.
- D. A replacement license may be issued in the event of loss, destruction, or damage to the original certificate. Replacement shall only be issued upon application to the Building Official and payment of a fee of ten dollars (\$10.00).
- E. If ownership of the multi-family complex transfers during a valid registration period, the new landlord or owner shall file a new registration with the Building Official within thirty (30) days of the transfer and shall pay a new registration fee. The prior registration is not transferable.
- F. A multi-family complex for which original construction was completed on or after January 1 of any given year shall be exempt from routine periodic inspection for a period of one

(1) year following issuance of the initial Certificate of Occupancy. However, an inspection shall be required and performed during the exemption period if:

1. A change in ownership occurs; or
2. The Director receives a valid complaint or otherwise becomes aware of a potential violation at the complex.

SECTION IV. OWNER RESPONSIBILITIES; MINIMUM PROPERTY STANDARDS.

- A. The owner of a multi-family complex shall provide written documentation that the premises have been professionally treated for insects, rodents, and vermin within the preceding six (6) months by an individual licensed under the Texas Structural Pest Control Act.
- B. Required Owner Duties. The owner or operator of a multi-family complex shall:
 1. Maintain an adequate number of solid waste containers or dumpsters on site, and ensure that regular waste removal services are provided to prevent accumulation.
 2. Secure all doors, windows, and openings to any vacant structure or dwelling unit to prevent unauthorized entry.
 3. Refrain from storing junk, abandoned or inoperable vehicles, or vehicle parts on the premises.
 4. Certify that each dwelling unit is equipped with a functioning smoke detector that complies with applicable State law prior to leasing or occupancy.
 5. Maintain operable interior and exterior lighting in all areas accessible to residents and the general public, including but not limited to, walkways, hallways, stairwells, common areas, and parking lots.
 6. Post emergency contact information, including the names and telephone numbers of designated employees or authorized representatives responsible for responding to emergency conditions on a 24-hour basis.
 - a. The emergency-contact sign shall be installed in a clearly visible and publicly accessible exterior location within the complex.
 - b. If the complex maintains an on-site management office, an additional sign shall be posted on the exterior of that office.

SECTION V. SUBSTANDARD PREMISES.

A premises shall be deemed substandard under this Division if any of the following conditions exist, individually or in combination:

- A. Inadequate Sanitation. Sanitation on the premises is considered inadequate when one or more of the following conditions are present:

1. Absence of a bathroom, or existence of a bathroom that is incomplete, nonfunctional, or otherwise improper for residential use.
 2. Absence of a kitchen or existence of a kitchen that is incomplete, nonfunctional, or otherwise improper.
 3. Lack of hot and cold running water to required plumbing fixtures.
 4. Absence of required heating, mechanical ventilation, or electrical systems, or the presence of systems that are inadequate or unsafe.
 5. Insufficient or improperly sized living space or floor area for human habitation.
 6. Lack of required electrical lighting.
 7. Persistent dampness, moisture, or water intrusion in habitable areas.
 8. Presence of insects, rodents, vermin, or evidence of infestation.
 9. Dead or hazardous trees, unstable limbs, uncovered holes, excavations, or other conditions reasonably capable of causing bodily injury.
 10. Lack of connection to an approved sanitary sewer or improper connection to wastewater disposal.
 11. Lack of adequate garbage storage or removal facilities.
 12. Improper site drainage resulting in pooling, standing, or stagnant water.
- B. Structural Hazards. Structural components of a building are deemed hazardous when one or more of the following conditions exist:
1. Weak, unstable, deteriorated, or improperly constructed foundations.
 2. Damaged, deteriorated, or unsafe flooring or floor supports.
 3. Flooring or structural supports that are undersized or incapable of safely bearing required loads.
 4. Walls, partitions, or vertical supports that lean, bulge, split, or buckle due to decay, poor construction, or material failure.
 5. Vertical support members that are insufficient in size or strength to support required loads.
 6. Roofs, ceilings, beams, or horizontal supports that are undersized or incapable of safely supporting required loads.
 7. Horizontal structural components that sag, buckle, split, or deteriorate due to age, moisture, material failure, or improper construction.
 8. Fireplaces or chimneys that bulge, list, settle, or deteriorate due to defective construction or material failure.
 9. Fireplaces or chimneys that are undersized or structurally insufficient to safely carry imposed loads.
 10. Missing, damaged, inadequate, or improperly constructed railings, stairs, steps, or balconies.

SECTION VI. UTILITY STANDARDS.

- A. The owner shall ensure continued compliance with the following utility requirements:

1. Maintain, in proper operating condition, a connection for the discharge of sewage from any structure or land to an available public sewer system.
2. Supply and maintain hot water to each dwelling unit at a minimum temperature of not less than 110 degrees Fahrenheit.
3. Provide and maintain electrical wiring, circuits, and outlets adequate to safely sustain normal appliance and fixture loads, in accordance with the City's electrical code as currently adopted or as may be amended.
4. Keep all electrical, plumbing, heating, and other owner-provided facilities in good working order at all times.
5. Where a fixed air-conditioning system is provided, it shall be capable of maintaining indoor temperatures at least 20 degrees Fahrenheit below outside temperatures, or 78 degrees Fahrenheit maximum. If mechanical air-conditioning is not provided, all windows and doors shall be equipped with insect screens consistent with Section 304.14 of the International Property Maintenance Code.

SECTION VII. INTERRUPTION OF UTILITIES.

- A. A landlord or a landlord's agent may not interrupt or cause the interruption of utility service, whether paid by the landlord or the tenant unless the interruption results from bona fide repairs, construction, or an emergency.

SECTION VIII. INSPECTIONS.

- A. Submission of an application for a multi-family dwelling operating license shall constitute consent for the City to conduct inspections of individual dwelling units to verify compliance with this division. For the purpose of confirming the existence of any violation, the building official or their authorized designee is permitted to inspect, at reasonable times:
 1. The exterior of the structure;
 2. The interior and exterior of vacant multi-family units;
 3. The interior of occupied units, with permission from the occupant;
 4. Any licensed or permitted property, using the authority of the license or permit holder, provided that the license or permit holder is first given the opportunity to issue at least twenty-four (24) hours' notice to the tenant prior to inspection; and
 5. Occupied dwelling units that are the subject of a verified tenant complaint and are undergoing periodic inspection.
- B. The inspector may access and evaluate all non-residential portions of the premises, including but not limited to storage areas, common buildings, swimming pools, recreational and athletic facilities, equipment rooms, and other shared or onsite service spaces. These areas may be inspected whenever necessary to ensure compliance.

- C. When required to determine compliance with this Code, the building official or designee may enter any building or premises when there is reasonable cause to believe a code violation or substandard condition exists. Proper credentials shall be presented at the time entry is requested. If the building is unoccupied, a reasonable attempt must be made to locate the owner or person in control of the premises. Should entry be refused, or if the responsible party cannot be located, the inspector or building official may pursue all remedies available under law, including securing an inspection warrant.
- D. The City shall inspect a representative sample of dwelling units, as determined by the City, identified within the most recent multi-family license application. If more than ten percent (10%) of inspected units are found to be substandard, the City may require or conduct a full and comprehensive inspection of the entire premises for compliance with this division.

SECTION IX. OCCUPANCY LIMITS.

- A. A landlord shall not permit a dwelling unit within the complex to be occupied by other than a family, as that term is defined within this Code, and shall not permit the number of person occupying a dwelling unit to exceed the occupancy load of the unit based on the standards set in the most recent International Building Code adopted by the city.

SECTION X. VIOLATIONS; NOTICES; PENALTIES.

- A. It shall be unlawful for any person to:
 - 1. Remove or destroy a placard placed by the building official or designee;
 - 2. Occupy a vacant structure or dwelling unit on which the building official or designee has not placed a placard;
 - 3. Authorize, as owner or property manager, a person to occupy a vacant structure or dwelling unit on which the administrator has not placed a placard;
 - 4. Knowingly violate any provision of this division, or to fail to correct any violation after notification by building official or designee; or
 - 5. Not obtain the necessary permits for repairs and replacements as may be required by the ordinances of the city.

SECTION XI. DISCONNECTION OF UTILITIES AND PLACARDING.

- A. The building official or authorized designee may order the disconnection of utility services to any dwelling unit determined to be unfit for human habitation. The building official or designee is further authorized to place, or cause to be placed, a placard on any structure or unit deemed unsafe, unsanitary, or otherwise dangerous for occupancy.
- B. When a dwelling unit has been classified as unsafe, the administrator shall provide the owner or property manager with a written statement identifying the specific conditions that

render the unit dangerous, accompanied by an order requiring that the unit be repaired or otherwise brought into compliance within a designated timeframe.

- C. The building official or designee may affix a formal placard to any dwelling unit determined to be dangerous, which shall state:

Date _____ Case # _____

WARNING: THIS STRUCTURE HAS BEEN DECLARED A DANGEROUS DWELLING UNIT, CONTAINS UNSAFE EQUIPMENT, OR IS OTHERWISE UNFIT FOR HUMAN HABITATION BY THE BUILDING OFFICIAL OR AN AUTHORIZED REPRESENTATIVE. THE DWELLING UNIT MUST BE VACATED IMMEDIATELY. THIS NOTICE SHALL REMAIN POSTED UNTIL THE STRUCTURE IS REPAIRED OR DEMOLISHED IN ACCORDANCE WITH THE FORMAL NOTICE PROVIDED TO THE OWNER, OCCUPANT, LESSEE, MORTGAGEE, OR ANY OTHER PARTY WITH RECORDED INTEREST IN THE PROPERTY AS IDENTIFIED IN THE COUNTY DEED RECORDS. REMOVAL OR DESTRUCTION OF THIS PLACARD PRIOR TO FULL COMPLIANCE IS UNLAWFUL AND SUBJECT TO A FINE OF UP TO FIVE HUNDRED DOLLARS (\$500).

- D. Copies of the written statement and placard notice shall also be provided to the occupant, lessee, mortgagee, and any other party with recorded interest in the dwelling as reflected in the city tax roll or county deed records. The notice shall state that:
1. The owner or landlord must immediately vacate or ensure the unit is vacated and may not re-lease the unit until all cited violations are corrected; or
 2. The owner or landlord must repair or demolish the dwelling unit.
- E. If the property owner resides outside the State of Texas, notice may be issued to the on-site multi-family complex manager. Notice provided to the manager shall be considered notice to the owner. The owner remains responsible for correcting all violations, whether notice was delivered directly to the owner or to the manager on their behalf.
- F. Failure to correct identified violations may result in revocation of the occupancy license for the affected dwelling unit by the director of development services or authorized designee.

SECTION XII. PENALTY FOR VIOLATIONS AND RE-INSPECTION FEES.

- A. Any person, firm, or corporation found to be in violation of any provision of this division shall be guilty of a misdemeanor and, upon conviction, subject to a fine as provided by law. Each day a violation continues shall constitute a separate and distinct offense.
- B. When a violation requires a follow-up inspection, a re-inspection fee of seventy-five dollars (\$75.00) shall be paid in full prior to scheduling the re-inspection.
- C. Suspension of License. The City may temporarily suspend a multi-family dwelling license for any of the following reasons:

1. Repeated failure to comply with the requirements of this division;
2. Possession of one or more dwelling units classified as substandard for more than sixty (60) consecutive days; or
3. Conditions on the property presenting an imminent threat to the health or safety of occupants.

Upon suspension, the license holder shall be notified in writing that the suspension is effective immediately and that a hearing will be granted if the license holder submits a written request within the time specified by the City.

- D. Reinstatement of Suspended License. A license holder whose authorization has been suspended may request reinstatement through written application for re-inspection. The request must include a signed statement from the applicant affirming that all violations leading to suspension have been remedied. Within ten (10) days of receipt, the City shall conduct a re-inspection. If all life-safety, critical, and non-critical violations have been corrected, the license shall be reinstated.
- E. Revocation of License. In cases involving serious or repeated violations, or interference with the duties of City personnel, the City may permanently revoke a multi-family dwelling license following the opportunity for a hearing. Written notice of intent to revoke shall be provided to the license holder, stating the grounds for revocation and advising that the license will be permanently revoked ten (10) days after notice unless the license holder submits a timely written request for hearing. A license may remain suspended pending the revocation hearing and final decision.
- F. Hearings. The City Manager shall appoint one or more hearing officers to conduct hearings under this section at a time and location designated by the hearing officer. Based on testimony, evidence, and the record established, the hearing officer shall issue findings and either uphold, modify, or rescind the notice or order in question. A written decision shall be provided to the license holder.
- G. Appeals. Decisions may be appealed to the Building and Standards Commission in accordance with applicable procedures.

SECTION XIII. NOTICES.

- A. All notices required to be given to the city shall be given to the planning director or designee.

SECTION XIV. LANDLORD//TENANT.

- A. The terms of this division shall not be construed to alter the terms of any lease or other agreement between landlord and tenant or others relating to property that is the subject of the division; provided that no provision of any lease or other agreement shall be construed to excuse the compliance with this division by any person. It is the intent of this division

to identify the parties that the city will hold responsible for compliance with and violations of this division rather than to determine the rights and liabilities of persons under agreements to which the city is not a party.

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 this 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 16 DAY OF DECEMBER, IN THE YEAR OF OUR LORD, 2025.

1st Reading: DECEMBER 16, 2025

2nd Reading: JANUARY 6, 2026

CITY OF MERCEDES:

Oscar D. Montoya, Mayor

ATTEST:

APPROVED AS TO FORM:

Joselynn Castillo
City Secretary

Martie Garcia Vela
City Attorney

DATE: December 16, 2025
FROM: Denisse Hernandez, Interim Planning Director
ITEM: **Discussion and possible action to Approval of First Reading of Ordinance 2025-39 to Rezone Lot 13 Hollywood Acres Subdivision**

BACKGROUND INFORMATION: The site is located at 700 Nevada St.

Mr. Juan Gonzalez submitted an application to rezone Hollywood Acres Lot 13 from Class “B” Two-Family Residence District to Class “R-2” Duplex–Fourplex Residential District. The applicant is seeking the zoning change to allow for the construction of a future fourplex development, consisting of a proposed three (3) fourplex buildings, for a total of 12 residential units.

According to the City’s Future Land Use Map, the subject property is designated as Medium Density Residential, defined as areas intended primarily for single-family residences and duplexes at densities of approximately 7–8 units per acre (typically 6,000 sq. ft. lots).

Properties directly across the street, however, fall under a High Density Residential designation, which allows multifamily dwellings such as apartments, rooming/boardings houses, and mobile home parks at densities greater than 8 units per acre. The surrounding area includes several existing apartment complexes in close proximity to the subject site.

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission, based on its evaluation of compatibility, consistency with the FLUM, and the public interest has approved the rezone on December 1, 2025.

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):

\$

Account Number(s):

Finance Review by: Not Applicable

LEGAL REVIEW: Not Applicable

ATTACHMENTS:

1. ORDINANCE NO LOT 13 HOLLYWOOD ACRES

2. Design
3. Fourplex Design
4. Proposed Project

STAFF RECOMMENDATION: Staff finds the proposed zoning to be compatible with adjacent multifamily development and supportive of residential growth and housing options within the City.

ORDINANCE NO. 2025-39

AN ORDINANCE CHANGING THE CLASSIFICATION FOR ZONING PURPOSES OF THE FOLLOWING TRACT OF LAND: LOT 13, HOLLYWOOD ACRES SUBDIVISION (0.9094 ACRES), FROM CLASS “B” TWO-FAMILY RESIDENCE DISTRICT TO CLASS “R-2” DUPLEX-FOURPLEX RESIDENTIAL DISTRICT; PROVIDING FOR A SAVINGS AND REPEAL CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on the 1st day of December, 2025 a public hearing was held for the purpose of hearing any objections as to why: **LOT 13, HOLLYWOOD ACRES SUBDIVISION (0.9094 ACRES)**, Mercedes, Hidalgo County, Texas, should be rezoned and classified as follows: from a Class “B” Two-Family Residence District to Class “R-2” Duplex-Fourplex Residential District.

WHEREAS, the City Commission at its Regular Meeting of December 16th, 2025, having considered the rezoning of the above-described property as listed in the foregoing section and having heard the pros and cons as to such rezoning request, is of the opinion that the aforementioned rezoning is in the best interest of the City of Mercedes, Texas.

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

Section 1: **LOT 13, HOLLYWOOD ACRES SUBDIVISION (0.9094 ACRES)**, Mercedes, Hidalgo County, Texas, should be rezoned and classified as follows: from a Class “B” Two-Family Residence District to Class “R-2” Duplex-Fourplex Residential District.

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

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

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

PASSED, APPROVED AND ADOPTED ON FIRST READING THIS THE 16TH DAY OF DECEMBER 2025.

PASSED, APPROVED AND ADOPTED ON SECOND READING THIS THE 6TH DAY OF JANUARY, 2026.

CITY OF MERCEDES

Oscar D. Montoya, Sr., Mayor

ATTEST:

APPROVED AS TO FORM:

Joselynn Castillo
City Secretary

Martie Garcia Vela
City Attorney



Avenue C

275 ft

Avenue C

Avenue C

Nevada Ave

140 ft

Nevada Ave

Ave

91.66 ft

12,832 sqft

91.66 ft

12,832 sqft

91.66 ft

12,832 sqft

140 ft

701

713

717

702

Chapman St





401

405

409

413

501

Roadado Dr

Avenue C

Avenue C

Avenue C

Nevada Ave

Nevada Ave

a Ave

0101

Arar

arar

8rar

701

Chapman St

611

705

702

713

717

721

Chapman St

709

HIDALGO COUNTY APPRAISAL DISTRICT

Joe D. Olivarez	Chairman
Eddy Betancourt	Vice-Chairman
Amador Requenez	Secretary
Richard A. Garza	Member
Albert D. Cardenas	Member



Pablo "Paul" Villarreal, Jr.	Member
Place 1 Erica E. Canales	Member
Place 2 Veronica "Ronnie" Ontiveros	Member
Place 3 Karina Cardoza	Member
Rolando Garza	Chief Appraiser

PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
www.hidalgoad.org

October 29, 2025

City of Mercedes Mayor
Mr. Oscar D. Montoya Sr.
400 S. Ohio
Mercedes TX 78570

Dear Mr. Montoya,

As prescribed by Section 6.03 of the Texas Property Tax Code, enclosed, for the two (2) available directorships, you will find the "Official Ballot" with the candidates' names and the number of votes you are authorized to cast in the election for the Board of Directors of the Hidalgo County Appraisal District (HCAD). In addition, I have provided a condensed biography of each candidate that provided one, a list of the total vote distribution for all voting entities, and a sample resolution for your convenience, which you may use or submit one prepared by your office.

HCAD is governed by nine (9) Board of Directors; five (5) members serve staggered terms and are appointed by vote of the eligible taxing units participating in the District, three (3) members are elected by majority vote in the November general election, and finally, the County Tax Assessor/Collector serves as a voting ex officio member.

The governing body of each eligible taxing unit may cast all its votes for one (1) candidate or distribute the votes among any number of candidates for the two (2) expiring positions. Each voting unit shall determine its vote by written resolution and submit it to the Chief Appraiser before December 15th. Please note that there is no provision for write-in candidates. Therefore, any vote cast for someone not listed on the ballot will be discarded.

The Chief Appraiser will count all timely submitted votes, declare the five candidates that receive the most significant cumulative vote totals elected, and submit the results before December 31st to the governing body of all taxing units in the District and to the candidates.

Should you have any additional questions, please do not hesitate to contact me.

Sincerely,

Rolando Garza, RPA
Chief Appraiser

RG:plg

Enclosures

Joe Daniel Olivarez

LNR Apartments

614 North Texas

956-463-5656

joe@LNRapts.com

OBJECTIVE

As a member of the Weslaco community I would like to be known as a leader. Someone who inspires and motivates other to achieve their goals.

EDUCATION —

University of Texas Austin
Bachelors of Arts in
Business Administration

EXPERIENCE

January 1999-Present
Owner • Olivarez Company

Manage, rent, renovate, build apartments and commercial offices.

LEADERSHIP

Weslaco Economic Development Corporation
10 years to present
Hidalgo County Subdivision Review Board
10 years to present
Hidalgo County Appraisal District Review Board
12 years
Hidalgo County Appraisal District Board of Directors
4 years

REFERENCES

[Available upon request.]

MEET RICHARD. A. GARZA,

Richard A. Garza is a lifelong resident of the Rio Grande Valley. He first received his real estate license at the age of 18 then continued on to graduate with a BBA in Finance from Pan American University in Edinburg, TX. He first joined BIC Realty in 1977. As Richard continues working on sales in residential and commercial real estate, he has also represented many banks in selling REO properties. His knowledge of over 46 years of experience in the Real Estate Industry allows him to provide clients with versatile, multi-market expertise. In the mid 80's, Richard began purchasing tracts of land and developed them into residential/ranch-type subdivisions and has since developed and sold over 10,000 acres. As a Real Estate developer, his job entails coordinating the development with engineers, city officials, city staff, utility contractors, paving contractors, water suppliers, and surveyors creating robust loyal industry relationships. Over the years Richard has also founded and participates in BIC Investments, GR Land Corporation, Garco, LTD, BIC Development, Goldstar Holdings, Ice House Ranches, GR Inversiones, and Anacahuillas companies. He is the previous Chairman of the Hidalgo County Appraisal District Board of Directors, Current Director of the Texas Land Developers Association, Current Member of the Santa Gertrudis Breeders International, Current Member of the Edinburg Chamber of commerce, Current Member of the McAllen Chamber if Commerce, Current Member of the McAllen Hispanic Chamber of Commerce and has participated/served his community in so many ways over his time in the Real Estate Industry.



Jorge is a distinguished political analyst with a strong presence in the Spanish-language national media landscape. He holds a Bachelor of Arts degree in Communication from California State University, Fresno, where he excelled academically and played a pivotal role as the founding president of Alpha Gamma Omega, a Christ-centered fraternity, showcasing his leadership and commitment to his community.

His passion for public affairs and governance led Jorge to further his education, culminating in a Master of Public Administration degree from California Baptist University. With this academic foundation, he embarked on a journey of impactful public service and advocacy.

Since 2012, Jorge has been an integral part of The LIBRE Initiative, where he has held various key positions. Presently, he serves as the Strategic Director, leveraging his expertise to build bridges and foster collaboration within the community.

In recognition of his dedication and expertise, Jorge was appointed by Governor Greg Abbott to the prestigious Texas Physician Assistant Board in 2015. During his tenure, he made significant contributions while serving on the Ethics and Disciplinary Committee, exemplifying his commitment to upholding the highest ethical standards in healthcare.

Further demonstrating his leadership and public service, in September 2025 Jorge was appointed by Texas Agriculture Commissioner Sid Miller to the Produce Recovery Fund Board of the Texas Department of Agriculture, where he will serve a six-year term helping oversee and strengthen Texas' agricultural recovery and produce industry.

Additionally, Jorge has demonstrated his unwavering commitment to his local community by formerly chairing the Citizens Advisory Committee of the City of Mission, TX. He continues to make a positive impact by serving as an esteemed Accountability Board Member for New Life Family Church in McAllen, TX.

Jorge's extensive experience, strong educational background, and his frequent appearances on Spanish-language national media outlets make him a trusted and influential voice in shaping public policy for his community.



Hidalgo County Appraisal District

4405 S. Professional Drive

PO Box 208

Edinburg TX 78540-0208

OFFICIAL BALLOT

Election 2026-2029

Appraisal District Board of Directors

Entity: MERCEDES	Authorized Votes: 12
Nominee	# of Votes
Garza, Richard A.	
Martinez, George	
Moreno, David	
Olivarez, Joe D.	

Date Resolution Passed (attach resolution)

Authorized Representative

RESOLUTION NO. _____

STATE OF TEXAS

COUNTY OF HIDALGO

WHEREAS, the Chief Appraiser of Hidalgo County Appraisal District has called for the election of the Hidalgo County Appraisal District Board of Directors; and

WHEREAS, the (NAME OF CITY) is entitled to cast a total of (Number of Votes) votes in said election; and

WHEREAS, ballots must be returned by **December 15, 2025**, the deadline for accepting votes.

NOW THEREFORE BE IT RESOLVED by the (NAME OF CITY) that the city does hereby cast (Number of Votes) votes for (Name of Candidate) for the Hidalgo County Appraisal Board of Directors for **2026-2029**.

READ, PASSED, AND APPROVED at a regular meeting by the City Commissioners of the (NAME OF CITY), on this the (day) of (month & year).

Mayor

ATTEST:

City Secretary

DATE: December 16, 2025
FROM: Joselynn Castillo, City Secretary
ITEM: Discussion and possible action to Planning, Recreation Center, I.T., City Sec/HR, Library, Parks

BACKGROUND INFORMATION: Attached are the November monthly reports for the Commission's review.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):
\$

Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

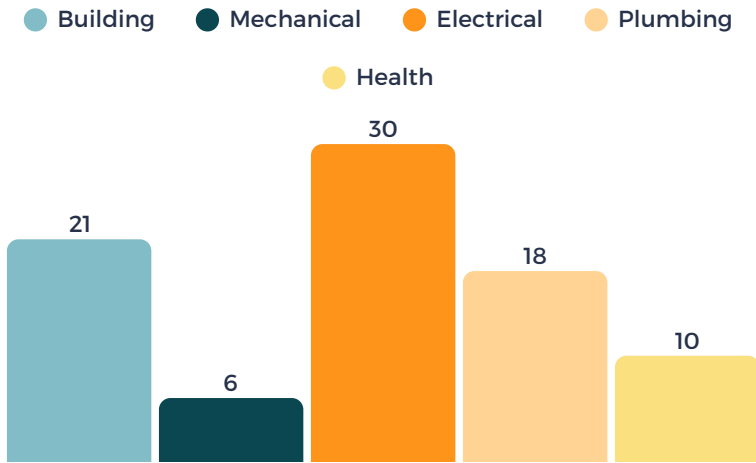
ATTACHMENTS:

1. 1 - Planning NOVEMBER-MONTHLY REPORT
2. 2 - Rec Center Monthly Report - November 2025
3. 3 - IT Monthly Report Nov 2025
4. 4 - Annual Report 2025.xlsx - Google Sheets
5. 5 - Lib. November 2025 Monthly Report
6. 6 - November Library Comparison 2025 vs
7. 7 - Lib Monthly Stats November 2025

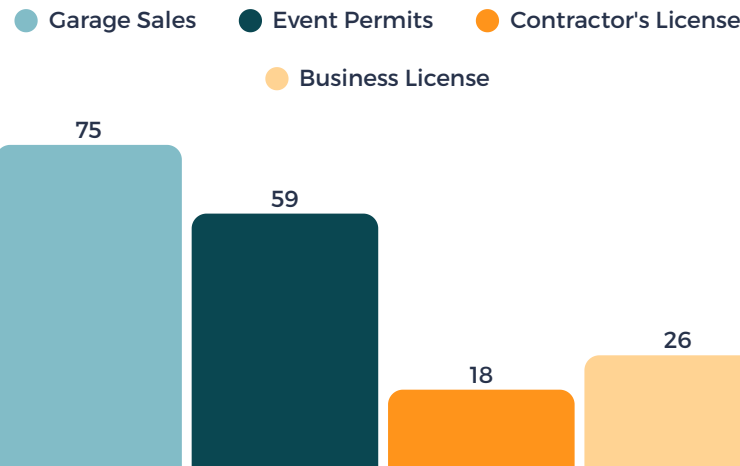
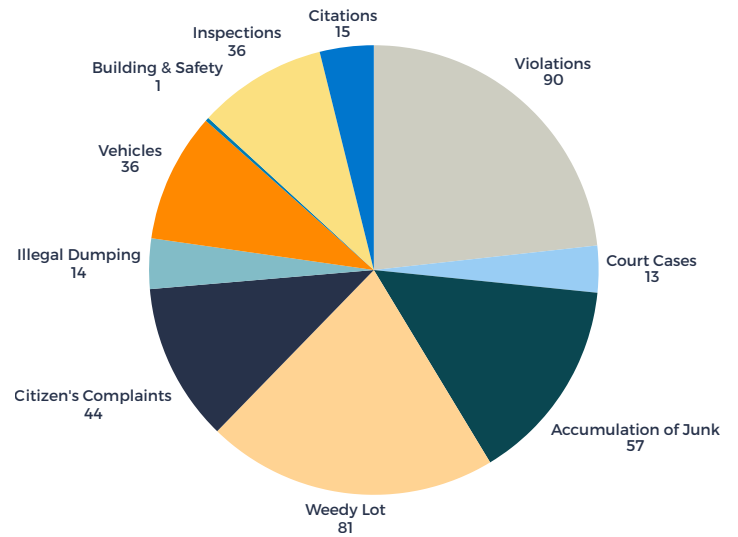
STAFF RECOMMENDATION: No Action required

Department Activity (November 2025)

Permits Issued

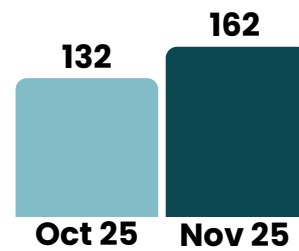


Code Enforcement Activity (November 2025)

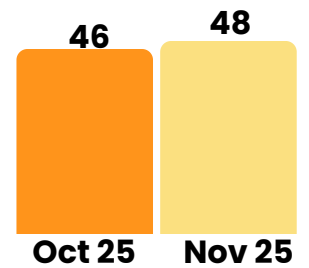


*includes both new and renewal licenses

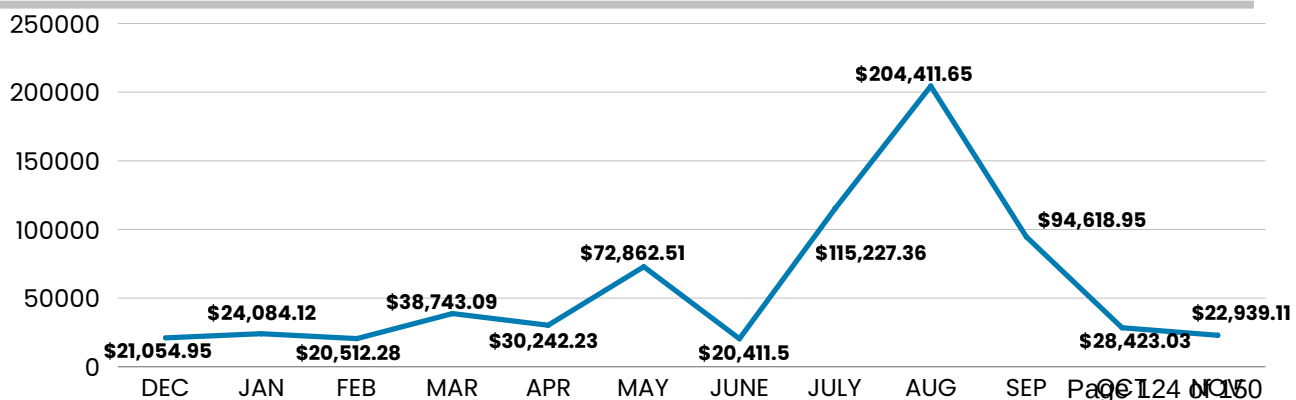
Building Inspections



Plan Reviews



Department Revenue



Activity (FY 24-25 VS YTD)

Permits Issued

	FY 24-25	YTD
New Residential Construction	61	10
Commercial Construction	18	2
Other Permits	1,365	221

Other Permits: Repairs, Remodel, Re-roof, Driveway, Carport, Fences, ROW, Irrigation, Mechanical, Electrical, Plumbing, Meter reset, Moving a Building, Solar Panel, Storage Shed

Revenue

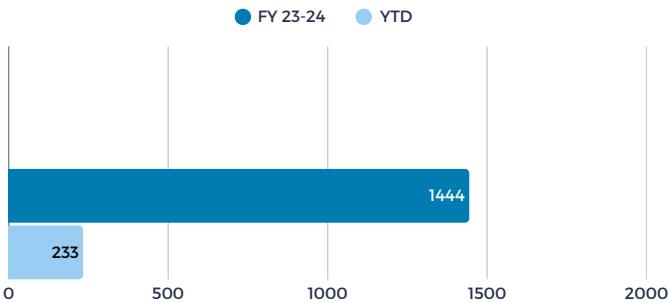
\$700,453.14

FY 24-25

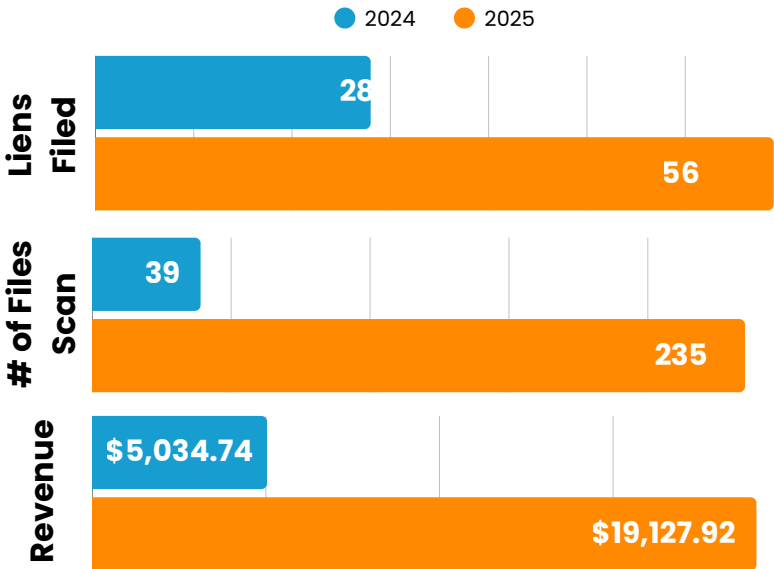
\$51,362.14

FY 25-26

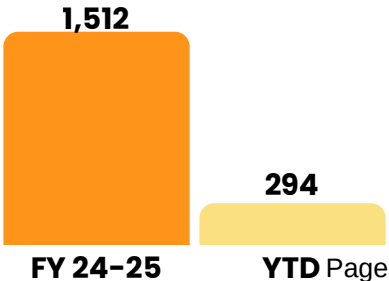
Total of Permits Issued



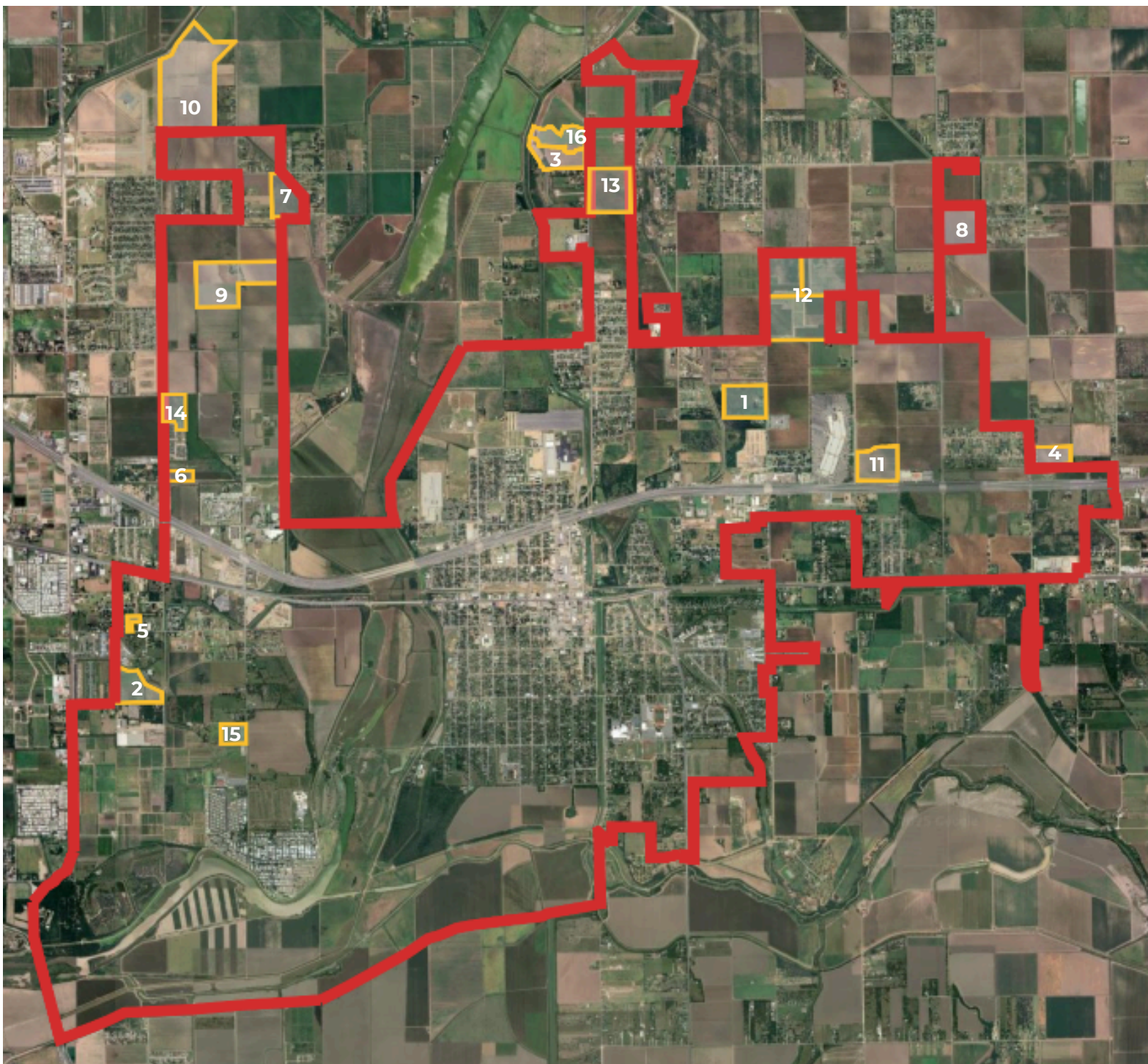
Weedy Lots



Building Inspections



SUBDIVISIONS



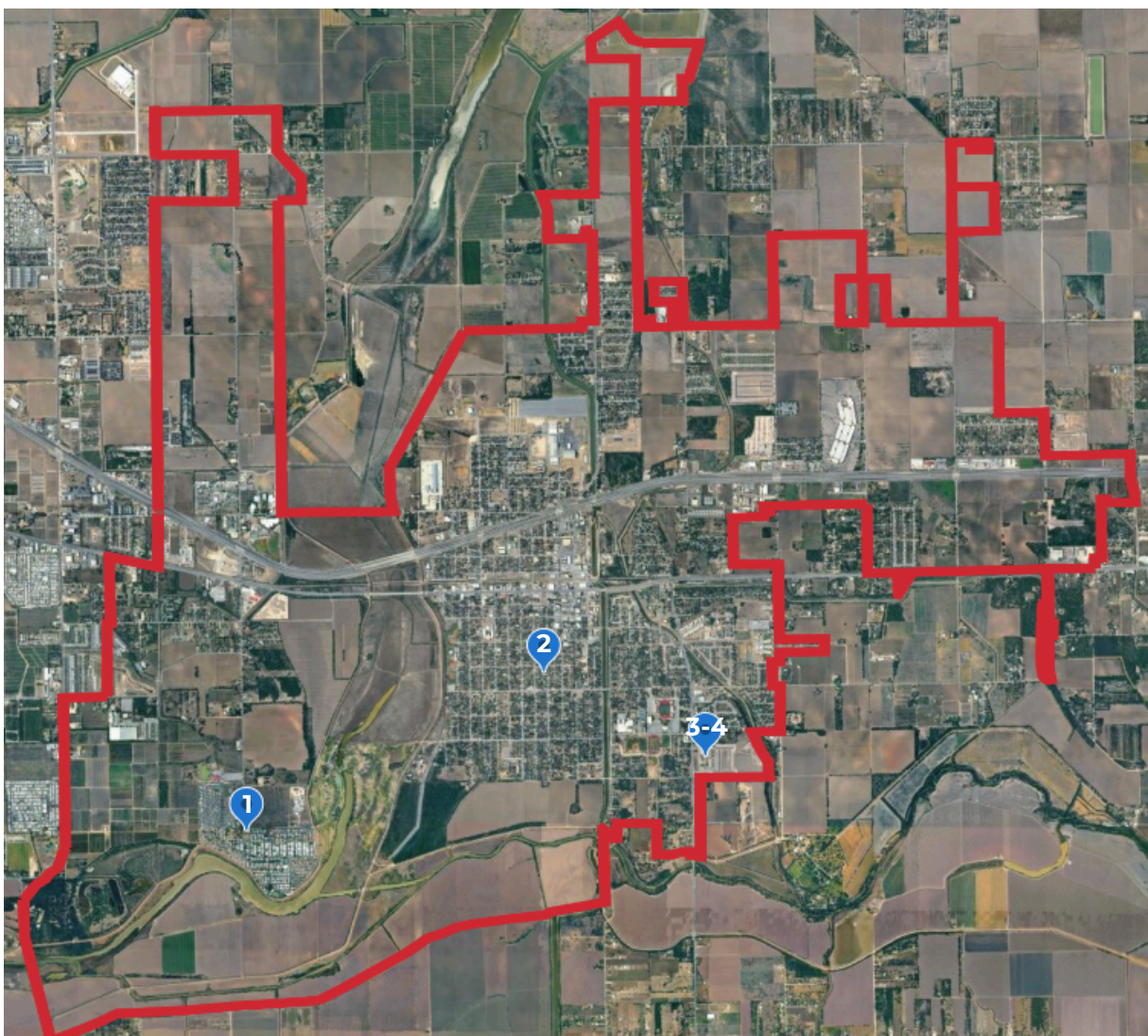
SUBDIVISIONS

	Subdivision	Location	Acres	Number of lots	Status	Type
1	Stable Estates	1 Mile N of Express way 83 on Mile 1 E. West of Mile 1 E/South of Mile 8	30	96	Finalizing Construction	Multi-Family & Town Houses
2	Camino de Verdad Ph 2	FM 1015 & Camino de Verdad	22.76	63	Completed Construction, Awaiting County Filing	Single Family
3	Los Prados Ph 1	2 Mile N of Exp 83 on FM 49. NW corner of Fm 491/Mile 9 North	9.09	48	Obtain Final Approval, Awaiting County Filing	Single Family
4	Mirasol Country Estates	East Side of Mile 2 1/2 East and North of Expwy	59	19	Obtain Final Approval, Awaiting County Filing	Single Family
5	Camino Heights	S Mile 2 1/2 W and Camino Real Viejo	2.93	22	Waiting for the Irrigation District Approval	Single Family
6	Red Stone	Mile 2 1/2 and north of Expressway 83	6.0	28	Obtain Preliminary Approval	Single Family
7	Las Cabanas	Mile 9 North and between Mile 2 W & Mile 1 1/2 W	24.90	73	Pre-Construction Stage, On Hold	Single Family
8	North Valley Village	East side of Mile 2 East and south of Mile 8 North Rd	40	193	Pending Sewer Extension, On Hold	Single Family
9	San Jacinto Estates No. 12	N of Mile 9 N and between Mile 2 1/2 W & Mile 2 W	127.44	332	Obtain Preliminary Approval, TIRZ Process	Single Family & Multi-Family
10	San Jacinto Estates No. 16	Mile 8 N and Mile 2 W	81.73	319	Obtain Preliminary Approval, TIRZ Process	Single Family

SUBDIVISIONS

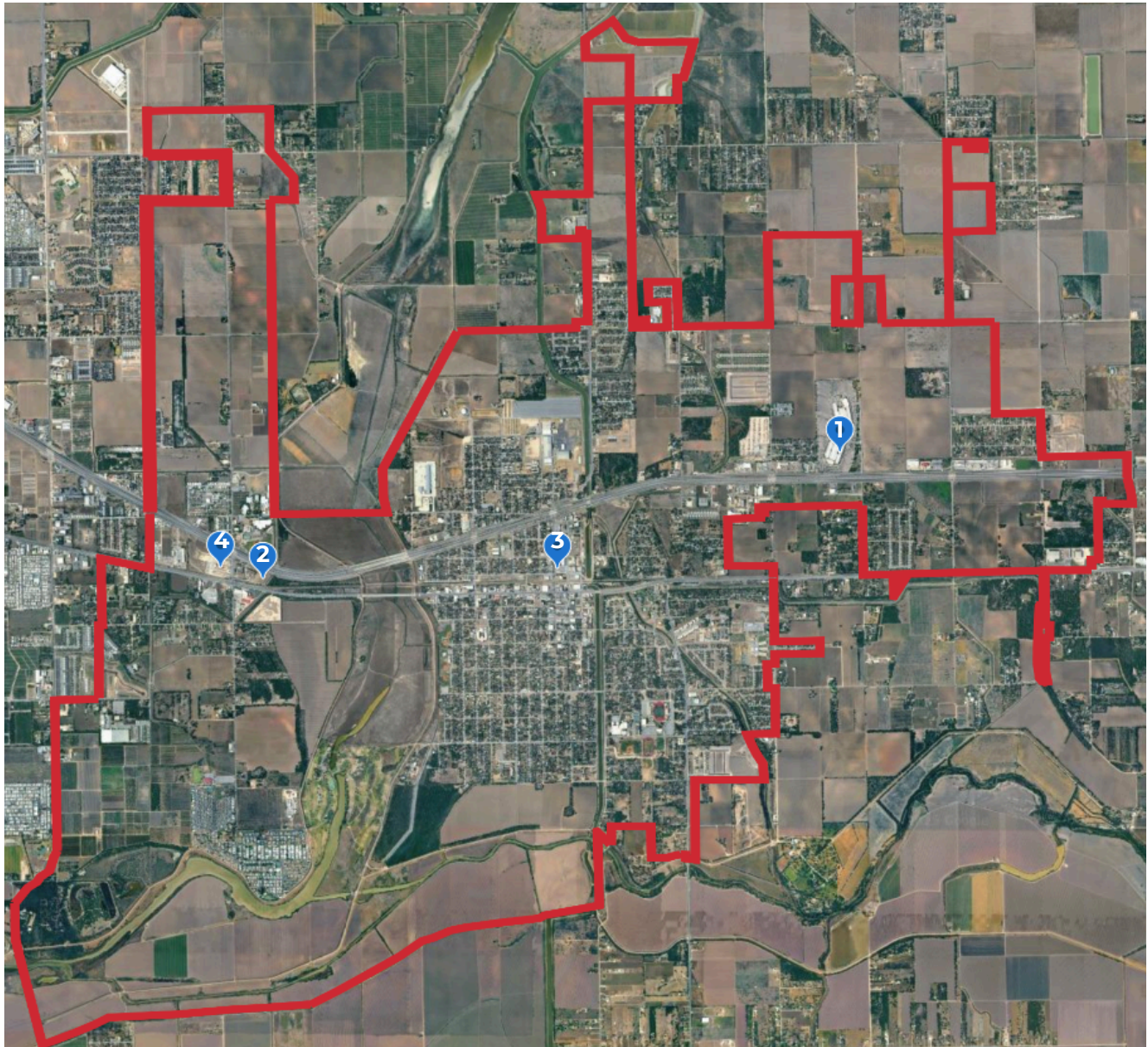
	Subdivision	Location	Acres	Number of lots	Status	Type
11	Shops at Mercedes Ph I	Hwy 83 Frontage next to the Outlets	30	7	Under Construction	Commercial
12	Corona De Cristo	Mile 8 N Rd and Mile 1 E Rd	126.83	530	TIRZ Process	Single Family & Multi-Family
13	Rodeo Estates	Mile 8 and Fm 491	40.00	211	Under Review Phase 1 of 2	Single Family & Commercial
14	Villa Del Lago	Mile 2 ½ West and South of Mile 8 N	14.83	42	Waiting for Revised Plans	Multi-Family
15	Palladium Energy	Mile 2 West Road and North of Camino De Verdad Rd	10.56	2	Obtain Final Approval, Awaiting County Filing	Light Industrial
16	Los Prados Ph 2	2 Mile N of Exp 83 on FM 49. NW corner of Fm 491/Mile 9 North	16.238	84	Obtain Preliminary Approval	Single Family

NEW RESIDENTIAL CONSTRUCTION



	Project Address	Type	Sq Ft	Subdivision
1	3005 Benjamin Ave	Single-Family	2,405	Llano Grande
2	845 S Missouri Ave	Single Family	1,188	Mercedes Original Townsite
3	1602 Jay St	Single Family	1,893	Hacienda Olivia
4	1014 Olivia Dr	Single Family	2,178	Hacienda Olivia

NEW COMMERCIAL CONSTRUCTION/BUSINESSES



	Business	Project Address	Type of Business	Status
1	O's Burgers & more	5001 E Exp 83	Restaurant	Business License Issued
2	Edson Millworks	1950 Exp 83	Unassembled Cabinets	Business License Issued
3	The Pirate's Cab	107 N Texas Ave Ste A	Restaurant & Bar	Business License Issued
4	Linda's Snacks	2020 Mile 2 W Exp 83	Snack Place	Business License Issued

Health & Code Enforcement

Health & Code Enforcement Inspections, November

	November 2025
Code Compliance Inspections	358
Citations Issued	15
Health Inspections	14

Health Inspections Results, November 2025

Business Name	Business Type	Address	Pass/Fail
O's Burgers & more	Restaurant	5001 E Exp 83 Ste 2	Pass
Tiny Steps Learning Center	Daycare	121 S Georgia Ave	Pass
Linda's Snacks	Snack Place	2020 W Exp 83 Ste 124	Pass
Delicious Concessions #4	Snack Place	5001 E Exp 83	Pass
Fastrip 4	Convenience Store	405 N Vermont Ave	Pass
American Legion	Restaurant	321 S Ohio Ave	Pass
Abe's Cocina & Catering	Restaurant	2215 E West Blvd	Pass
Galiz	Restaurant	5001 E Exp 83 Ste 2020	Pass
Sgt William George Harrell Middel School	School	2825 N FM 491	Pass
Travis Elementary School	School	1551 S Georgia Ave	Pass
Mercedes High School	School	1200 S Florida Ave	Pass
Mercedes Early College Academy	School	950 W 6 th St	Pass

Health & Code Enforcement

Health Inspections Results, November 2025

Business Name	Business Type	Address	Pass/Fail
Chacon Middle School	School	801 S Mile 1 East	Pass
John F Kennedy Elementary	School	801 Hidalgo St	Pass
Mercedes Academic Academy	School	720 S Mile 1 East	Pass
Ruben Hinojosa Elementary	School	500 S Rio Rico Rd	Pass

DEPARTMENT: Mercedes Recreation Center

MONTHLY REPORT: November 2025

Report Summary:

This report tracks membership, programs and project activities for the Recreation Center for the month.

Registration for membership conducted year-round:

Fall Program: **Registrations start date Aug. 1, 2025**

Fall Program: **Aug. 2025 - May 2026**

After-school At Risk Programs - Weekly Program Mon. - Fri. 3:30pm - 6:00pm

Summer Program: **June & July 2026** - Registration start date May 1, 2026

Summer Program - Weekly Program Mon. - Thurs. 8:00am - 5:00pm

Mercedes Recreation Center Program Registration Numbers: **November**

- After-School Membership Registration 55
- Membership Daily Attendance 25-30
- Adult League CO-ED Volleyball Registration **Pending**
- Youth Flag Football Leagues Registration
 - Mercedes 150 / Donna 50 / La Feria 50
 - Total League Participation 250
 - Total Tournament Participation **TBA**
- Youth Basketball League Registration **Pending**

Mid-Valley Inter-League Play: La Feria / Donna / Mercedes

Rec Staff Training & Meetings:

- **Meeting w/ Recreational Leaders - Fall Program**
 - Staff Training:
 - Staff Cleaning List Revised 11/3
 - Youth Volley League Tournament 11/6
- **Meeting w/ Recreation Centers**
 - Youth Flag Football Season:
 - Meeting w/ Donna, La Feria & Mercedes 11/4
 - Coaches Meeting / Schedules / Rules 11/25

Projects/Maintenance Work Orders & Special Task:

- **Meeting w/ Parks Director - Armando Villela**
 - Dome Parking Lot / Gym / Pavilion Lights 11/3
 - MKC Vendor Meeting (Quote Pending)
- **Public Works - Work Order submitted:**
 - Dome Facility**
 - Door Entrance Buzzer 11/10
 - VXT1 Vendor
 - Rec Facility**
 - Cameras I.T. Department 11/10
 - Pool Facility**
 - AOT Recreation Slide Quote (Pending) 11/5
 - Erasmo Reyes Artist/Mural Pool Bath-house (TBD) 11/12
- **Rec & Dome Center - Pest Control & AC Units:**
 - Rec / Dome Pest Control 11/5
 - Dome - L&S AIR 11/14
 - Unit CU4 & CU5
 - Rec A/C Filters 11/7
 - Dome A/C Filters 11/7

Swimming Pool Projects/Maintenance:

- **Mercedes Public Pool - Public Hours - Pool Rental - Swimming Lessons**
 - Closed for the season / Pool Weekly Maintenance - Lee Puckett
 - Erasmo Reyes Mural Artist Pool Bath-house
- **Swimming Pool Maintenance - Daily/Monthly Equipment Inspections**
 - Facility maintenance - pool vacuuming, netting & clean skimmers - **Daily**
 - Motor & filter pumps inspection - **Daily**
 - Test pool water levels - **Daily** / Leslie's Pool water testing - **Weekly**
 - Inspection - pumps, check valves, chlorinators, gauges & filters - **Daily**
 - Backwash filters - **Monthly**
 - Facility landscaping / grass cutting / chemical room inventory - **Monthly**
 - Pool filters - disassembled & cleaned - **Quarterly**

Community:

- **RGV FOOD BANK**
 - November RGV Food-Drive City of Mercedes Dome Site 11/12
- **Dome Shelter**
 - Mercedes P.D. BBQ Cook-off
 - Dome set-up 11/14
 - BBQ Event Saturday 11/15 8am
- **City of Mercedes**
 - Mercedes Market Day Meeting - Wed. 11/5
 - Mercedes P.D. BBQ 11/14 & 11/15 City Evenet
 - Commission Meeting - Tues. 11/18
 - Department Head Meeting - Wed. 11/19

Fall After-School Program:

- **Registration Information**

- November Program: Location 1202 N. Vermont
- Mon. - Fri. 3:30pm - 6pm Monthly Fee: \$25.00 per

Youth Leagues:

- **Volleyball League**

- Mid-Season Tournament Saturday Play
- Division: 9/10 (Donna) 11/1
- Division: 11/12 (La Feria) 11/8

- **Flag Football**

- 23 Teams - Age Divisions 5/6, 7/8, 9/10, 11/12
- Mercedes / Donna / La Feria (Inter-League Play) Meeting 11/4
 - Game Rules & Locations
 - Schedules & Divisions

Out-Reach Programs:

- **Denise Adame Nutrition Program - Meals**

- Senica Serving Smiles Food Program
- Mon. - Fri. 4:00pm - 4:30pm
- Meals Served: **November 307**

- **Foster Grandparent Senior Corps Program**

- Assist with Supervision/Mentor & Tutoring
- 2 Volunteer Foster Grandparents
- Monday - Friday 1:30pm - 5:30pm

- **Out-reach Program Meetings**

- Behavioral Health Solutions
 - Weekly Youth Program
 - Wednesdays - Sessions at Dome Center

Recreation Center Programs:

- Programs Attendance: **November**

<u>Program/Activites Descipition</u>	<u>Week 1</u>	<u>Week 2</u>	<u>Week 3</u>	<u>Week 4</u>	<u>Total</u>
Membership Daily Attendance	107	75	125	Closed	307
Nutrition Food Program Meals	107	75	125	Holidays	307
Game-room	57	35	50		142
Computers	30	30	40		100
PS4 Room	30	20	25		75
Arts & Crafts	24	25	30		79
Sports & Fitness / Out-door Activities	53	40	50		143
Homework Hour / Tutoring 3:30pm - 4:30pm	10	10	10		30
Out-reach Programs	10	10	10		30
Youth Leagues - Practices/Games	60/320	70/320	70/320		200/960
Adult Leagues - Games					

Mission Statement

Mercedes Recreation Center, in conjunction with the City of Mercedes, is responsible for the development and implementation of youth programs for youth that reside in the City of Mercedes. The Recreation Center is a Non-Profit Organization for Youth age 6 to 18, which are targeted for programs that will increase pro-social behavior. These programs include recreation activities, community service events/projects, youth leadership programs and cultural events.

Mercedes Recreation Center

“Impacting the youth in our community”



United Way of South Texas
Serving Hidalgo & Starr Counties

Customer tickets overview

Date Filter is from 2025/11/01 until 2025/11/30 Ticket Status is not Merged

Total Tickets

87

Total Ticket Duration (hours)

3,638.80

Average Ticket Duration (hours)

43.32

6

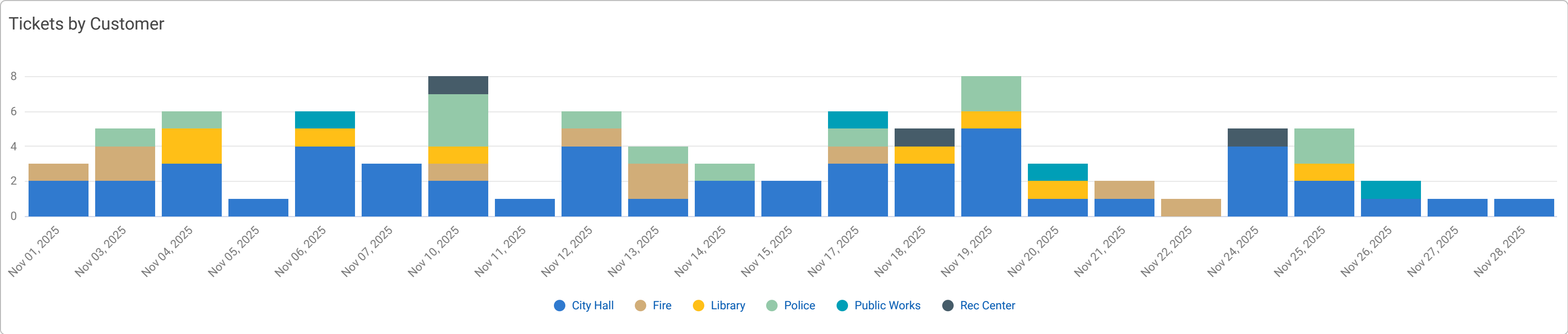
Number of Customers

87

Ticket Volume Per Customer

Ticket SLA Category

No SLA Date
100.00%



Customer Overview						
Site name	Number of tickets ▾	Total Ticket Duration (hours)	Average Ticket Duration (hours)	Average First Response Time (hours)	Number of alerts	Exceeded SLA
City Hall	49	2,619.89	54.58	23.81	0	0
Police	13	26.76	2.06	2.06	0	0
Fire	10	454.31	50.48	45.47	0	0
Library	8	395.62	49.45	16.10	0	0
Public Works	4	116.87	29.22	29.22	0	0
Rec Center	3	25.34	12.67	12.67	0	0

Ticketing summary

Date Filter is from 2025/11/01 until 2025/11/30 Ticket Status is not Merged

Total Tickets

87

Total Duration (hours)

3,638.80

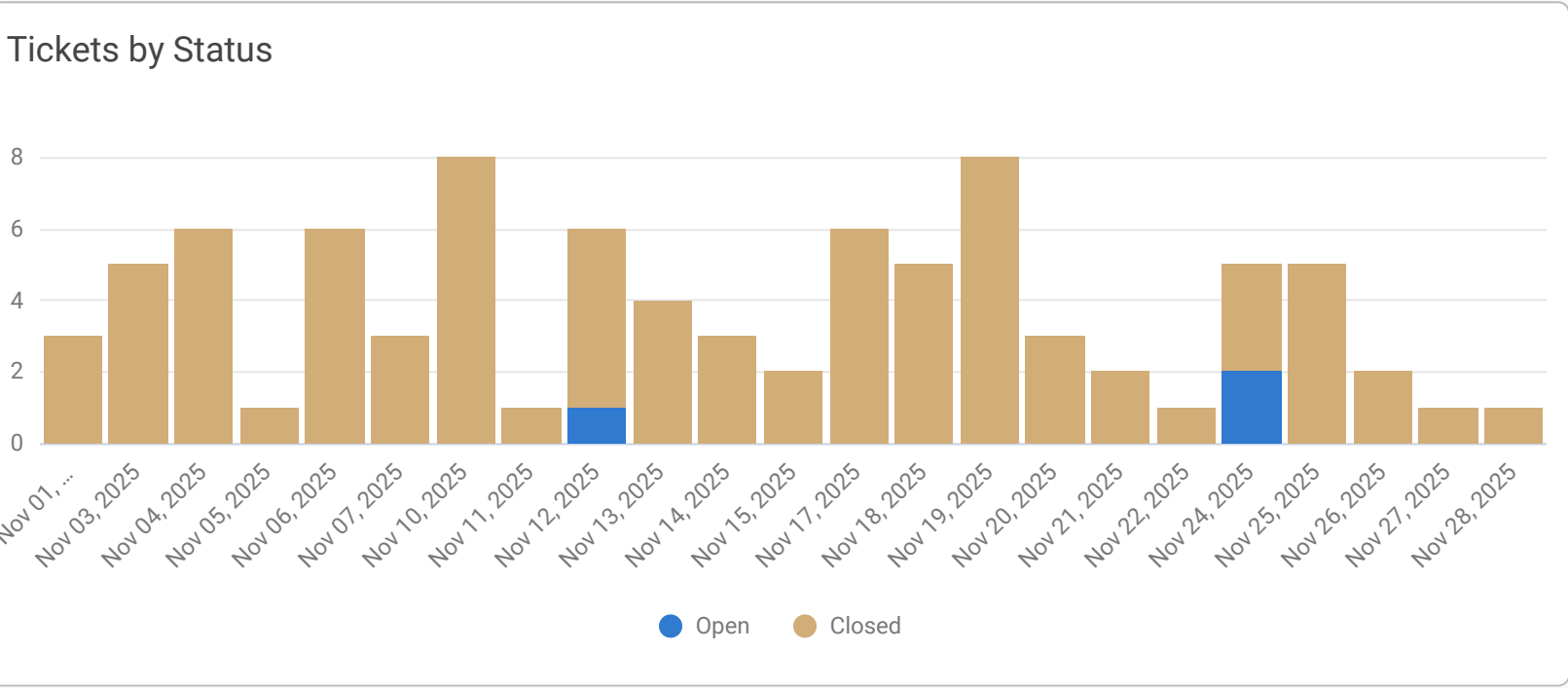
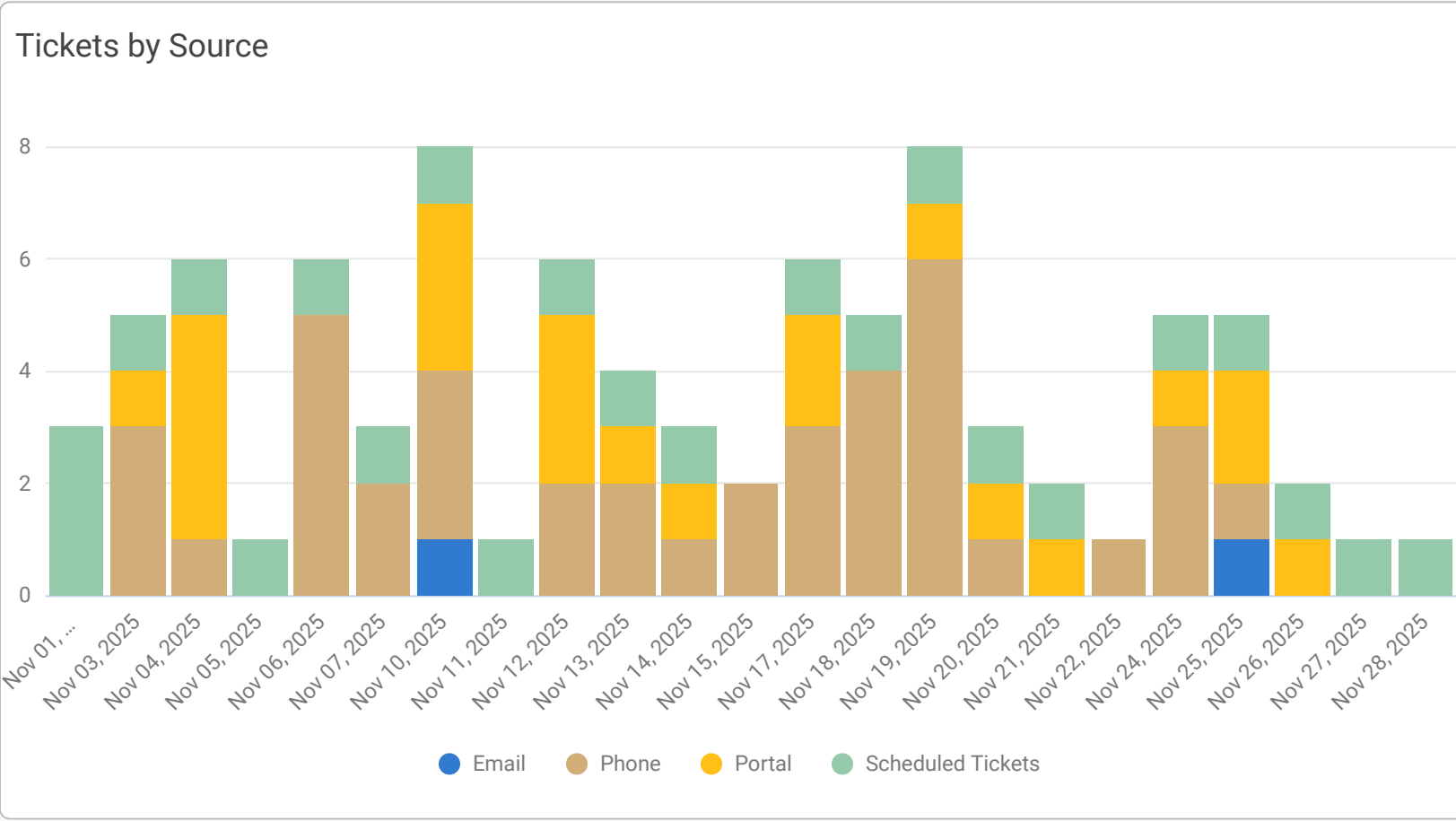
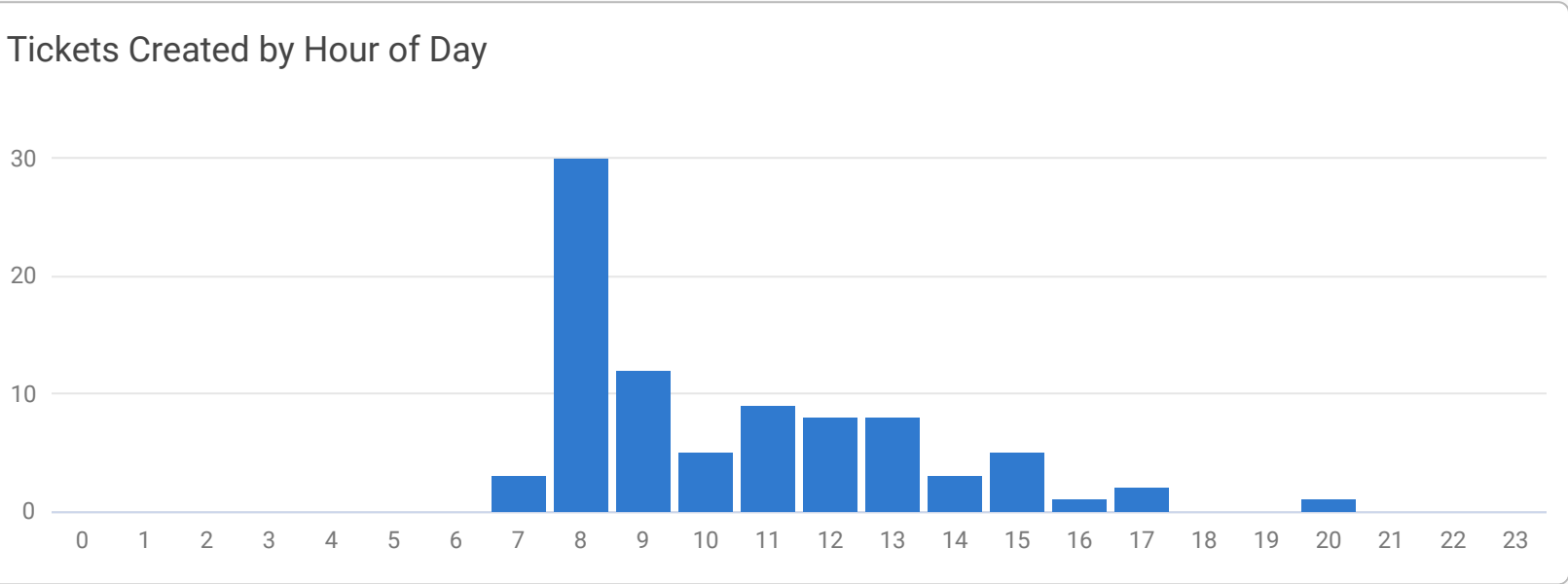
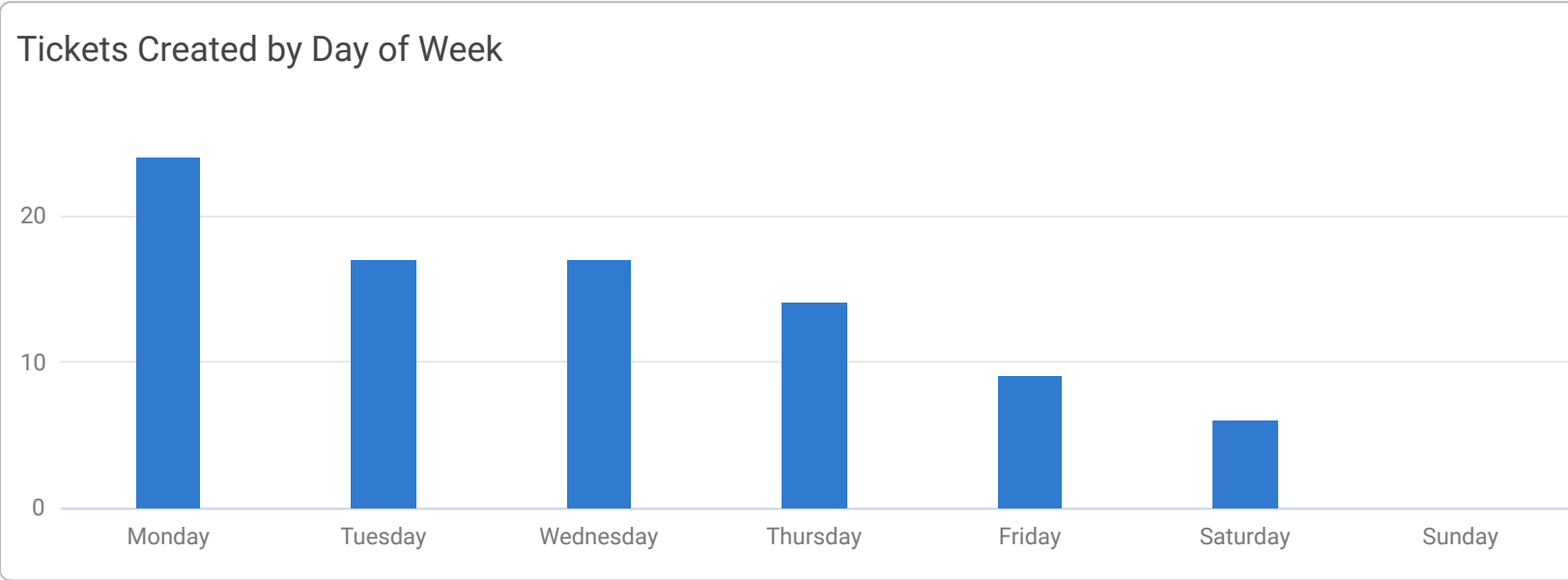
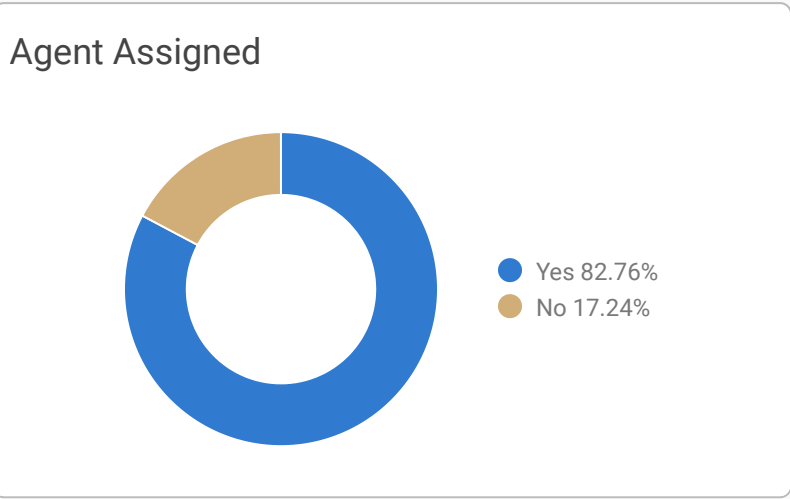
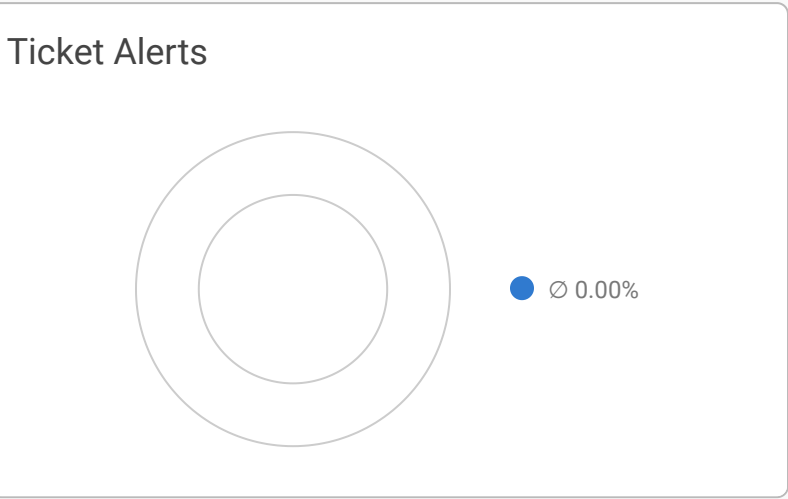
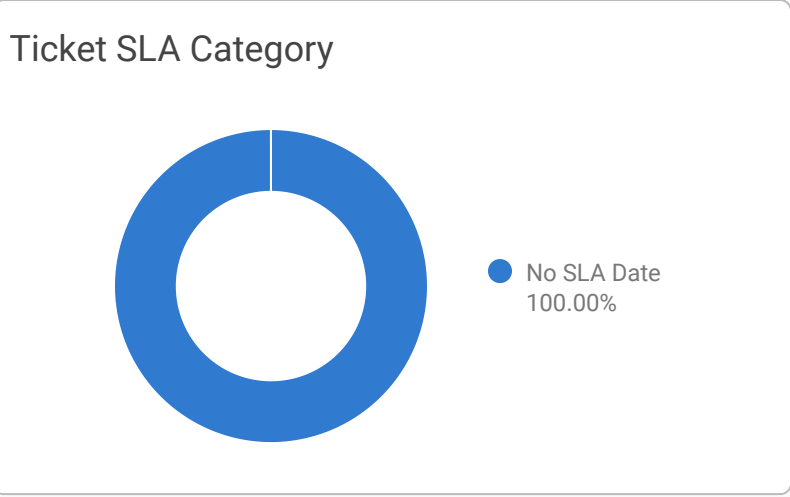
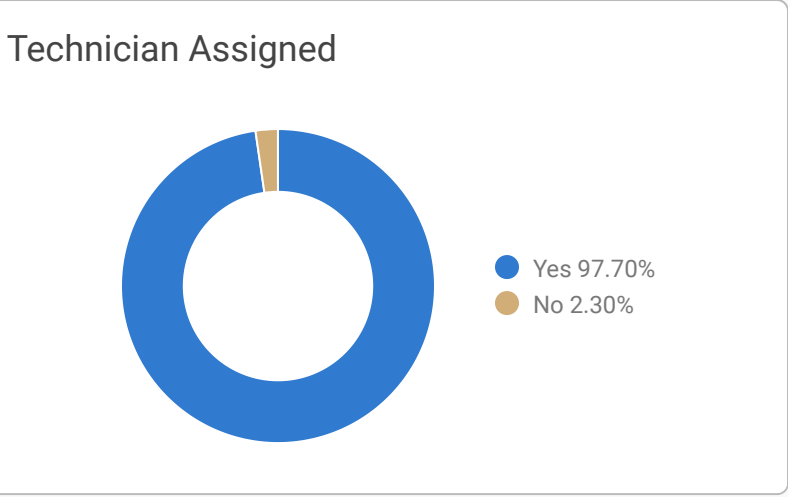
Average Duration (hours)

43.32

Total Time Entry Duration (hours)

1.94

	Tag Name	Number of Tags ▼
1	Security / Security Alerts and Threats	20
2	Application / Access & Permissions	8
3	Network / Internet and Phone Connectivity Issues	7
4	Hardware / Equipment orders and installations	6
5	System / Windows / Login - Password Reset	6
6	Application / Install - Uninstall - Update	5
7	Hardware / Damaged - Faulty	4
8	Network / Onboarding - Offboarding User	4
9	Network / Accessibility	3
10	Application / Application usability & setup	3
11	Application / Application usability & setup	2
12	Application / Email Management, Delivery and Settings	2
13	Network / Remote Access & Permissions	2
14	Printer / Printing Usage & Setup	2
15	Monitor / Display Issues & Setup	2
16	Printer / Printing Usage & Setup	1
17	Scanner / Scanning Usage & Setup	1
18	Network / Configuration Change	1
19	Hardware / New Hardware - Retire Hardware	1
20	Maintenance / Backup and Service Maintenance	1
21	Hardware / Cable - Power - Battery	1
22	Application / Application usability 26 setup	1



Technician overview

Date Filter is from 2025/11/01 until 2025/11/30 Ticket Status is not Merged

Number of tickets

87

Total Ticket Duration (hours)

3,638.80

Average Ticket Duration (hours)

43.32

22.30

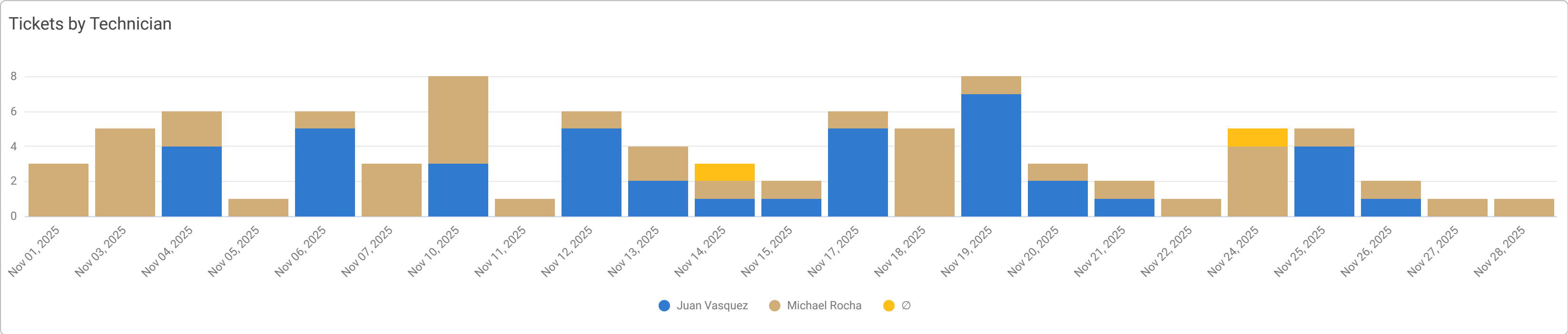
Average First Response Time (h...

43.32

Average Resolution Time (hours)

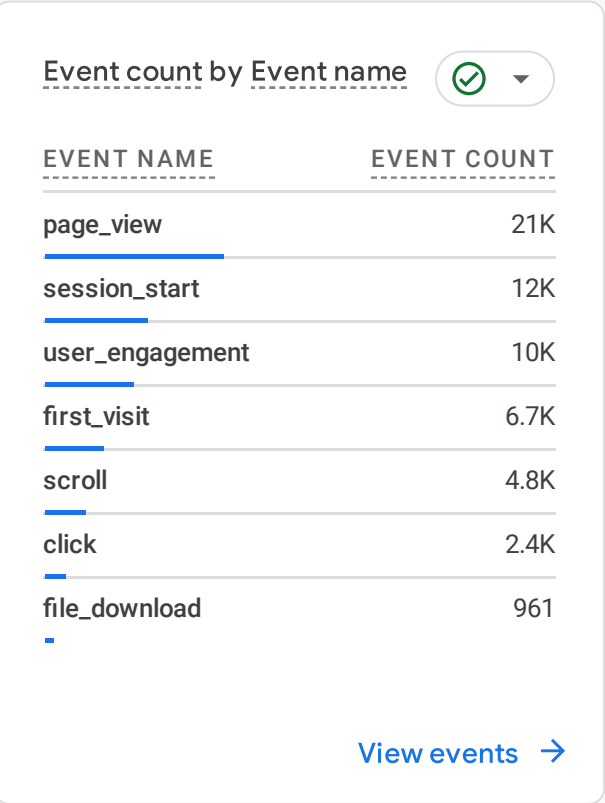
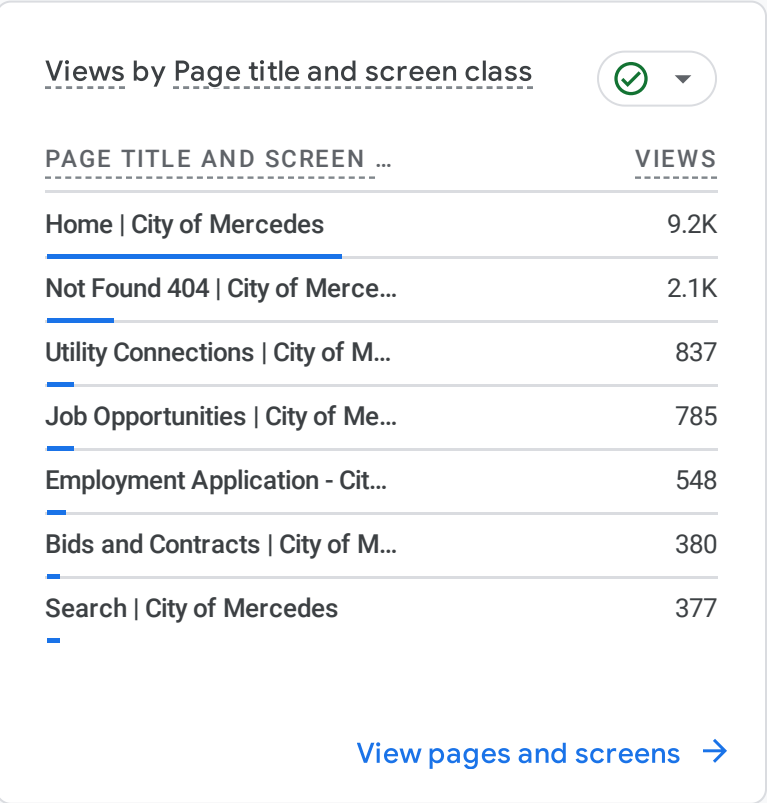
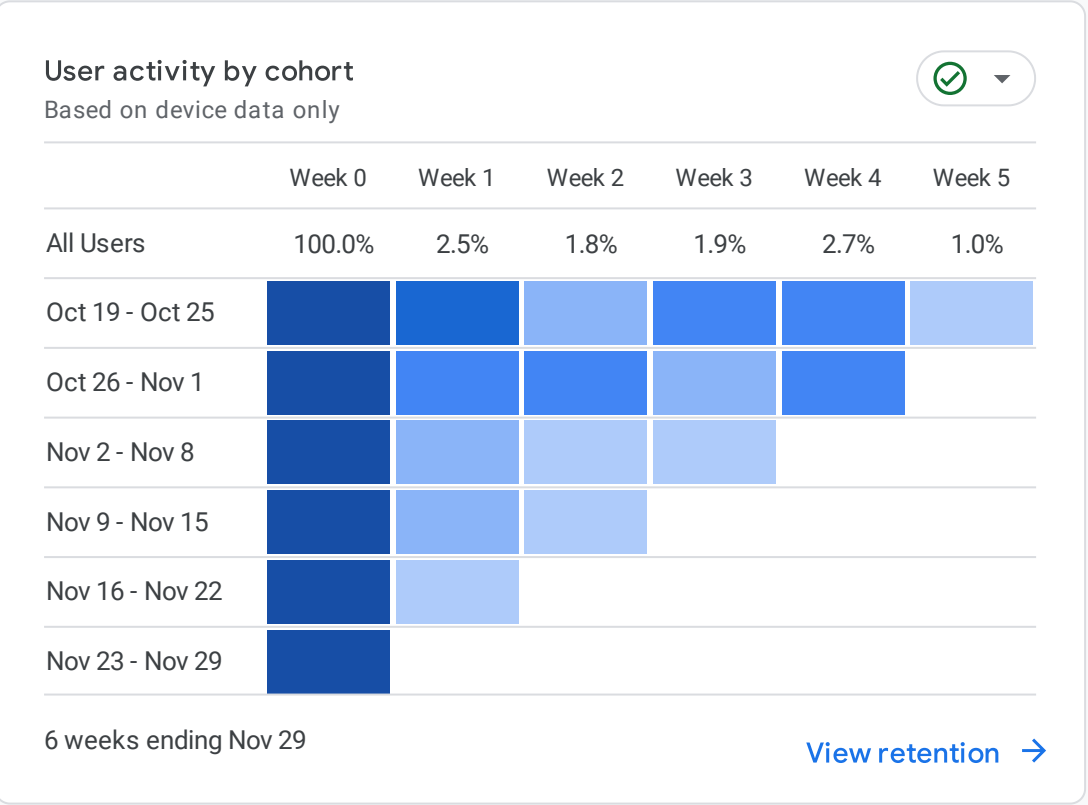
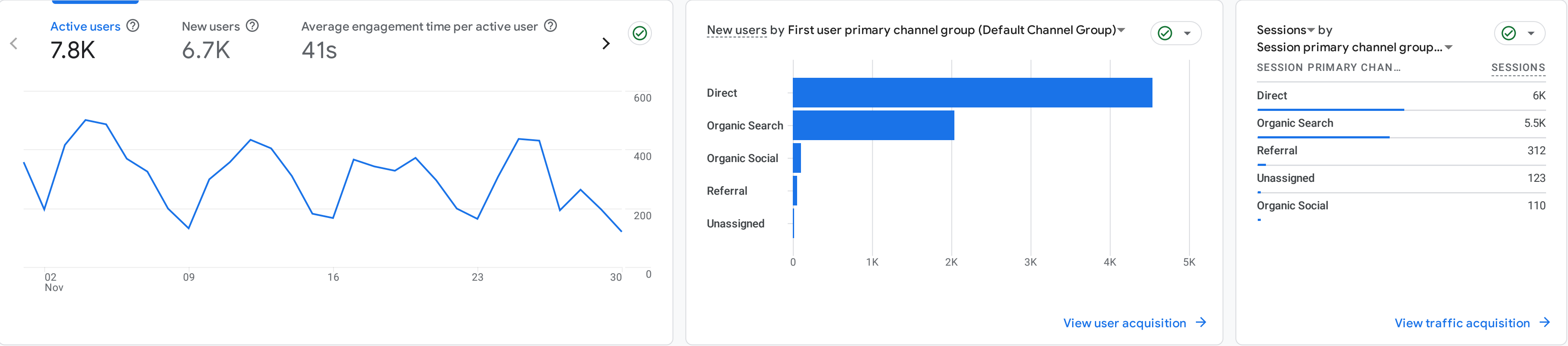
Ticket SLA Category

No SLA Date
100.00%



Technician Overview									
	Technician name	Number of tickets ▾	Total Ticket Duration (hours)	Average Ticket Duration (hours)	Average First Response Time (hours)	Number of Tickets Exceeded SLA	Number of tickets closed within SLA	Number of tickets closed outside SLA	Number of open tickets within SLA
1	Michael Rocha	44	1,961.28	45.61	25.25	0	0	0	0
2	Juan Vasquez	41	1,676.20	41.91	19.71	0	0	0	0
3	∅	2	1.32	1.32	1.32	0	0	0	0

Reports snapshot





Occupancy  1 Day



Traffic

In 6,450
↓ 21% from last month

Out 6,363
↓ 21% from last month



Net Cumulative Occupancy

Peak 59
↓ 42% from last month



**CITY SECRETARY'S OFFICE
2025 ANNUAL REPORT**

TYPE	JAN.	FEB.	MAR.	APR.	MAY.	JUN.	JUL.	AUG.	SEPT.	OCT.	NOV.	DEC.	YTD Total
CITY SECRETARY													
Agenda Reg./Special/Wkshp	2	2	2	2	3	3	2	3	3	2	1		25
Minutes Reg./Special	1	2	2	2	3	3	2	3	3	2	1		24
Ordinances	2	2	2	2	5	0	5	5	8	4	3		38
Resolutions	4	2	6	0	2	2	2	1	5	3	2		29
Contracts	3	0	0	1	0	1	6	0	2	1	0		14
Bids	0	0	1	0	0	1	0	0	0	0	0		2
PERMITS													
Sound/Dance TABC	4 0	3 0	1 0	3 2	6 0	12 1	3 0	5 1	5 1	3 0	3 0		48 5
VITAL STATISTICS													
Filling w. State	6	8	8	8	4	7	2	8	2	2	5		60
Issuing Birth	27	40	30	35	22	27	33	22	16	21	11		284
Issuing Death	4	4	3	1	1	0	0	1	1	4	3		22
RISK MANAGEMENT													
Vehicle Claims	2	2	4	3	2	1	3	1	0	1	1		20
Liability Claims	1	2	1	0	2	0	1	2	5	2	3		19
OPEN RECORDS													
Received	35	32	26	29	18	26	33	34	29	30	24		316
Responded	31	30	22	26	12	25	26	32	27	27	18		276
HUMAN RESOURCES													
New Hires	5	2	1	6	0	4	4	2	3		4		31
Resignations	5	1	1	0	6	2	8	5	8		2		38
Retirements	6	2	1	2	0	4	2	0	2		0		19
Workers Comp	0	1	2	2	1	0	0	5	1		1		13

Significant Comments:



Memo

To: Alberto Perez, City Manager
From: Marisol Vidales, Library Director & Historic Preservation Officer
CC: Jonas Gonzalez, Assistant City Manager
Date: November 10, 2025
Re: Library Department Monthly Report

Attached you will find the Library Department's monthly statistical report, please let me know if you have any questions regarding the information. Also, Library Staff participated in the following meetings, training, and events during the month of October 2025.

Trainings

- Attended, How I Built 50M+ Downloads Podcast in the New Social Media Economy session at Social Fest. (11/12) – Briana Carrillo
- Attended, Scroll-Stopping Magic: How to Grow Authentically on TikTok session at Social Fest. (11/12) – Briana Carrillo
- Attended, The Art of The Experience: Strategic Event Marketing That Works session at Social Fest. (11/12) – Briana Carrillo
- Attended, Campaigns That Convert: The Science Behind Successful Creative Campaigns session at Social Fest. (11/12) – Briana Carrillo
- Attended, Stopping Scroll: Turn Social Attention into Conversions & Revenue session at Social Fest. (11/12) – Briana Carrillo
- Attended, The Social Side of Government: Building Trust Through Content session at Social Fest. (11/13) – Marisol Vidales
- Attended, The Feed Formula: Unlocking Organic Growth on Instagram session at Social Fest. (11/13) – Marisol Vidales
- Completed the Cybersecurity training from KnowBe4. (11/17) – Marisol Vidales
- Completed the Cybersecurity training from KnowBe4. (11/19) – Mary Jane Hernandez
- Webinar: CSLP Child & Community Well-Being Committee. (11/25) – Francisco Rivas

Events/Programming

Adult Programming

- Conversational English Session (11/12 – 1 student) – Kathy Suarez & Isaiah Ramirez
- Adult Craft – Mini Pumpkins (11/03 – 3 adults)
- Crochet Club (11/04 – 5 adults; 11/18 – 7 adults)
- Delta Independent Living (11/12 – 21 adults; 11/21 – 23 adults) – Frank Rivas

Children Programming

- Pokémon Club (11/10 – 5 children & 1 adult; 11/24 – 5 children & 2 adults) – Isaiah Ramirez
- Hand in Nature (11/20 @ 10:30 – 2 children & 3 adults; @ 5:30 – 3 children & 1 adult)

General Programming

- Family Board Game Day (11/25 – 7 adults) – Frank Rivas

Outreach

- UTRGV Volunteer Fair (11/06 – 33 college students) – Marisol Vidales & Michelle Muniz
- UMOS Honoring Harvesting Hands (11/07 – 164 General) – Frank Rivas, Isaiah Ramirez, & Briana Carrillo
- Chacon Middle School Career Day (11/13 – 235 children & 15 adults) – Frank Rivas & Michelle Muniz

Events

- Creative Bits Ceremony @ High School (11/04 – 33 students & 4 adults) – Marisol Vidales
- Attended the swearing in of three police officers. (11/10) – Marisol Vidales
- Assisted at the monthly Food Distribution. (11/12) – Nathan Salinas (STC)
- Attended Lighting of the Christmas Tree at the outlet mall. (11/25) – Marisol Vidales

Café

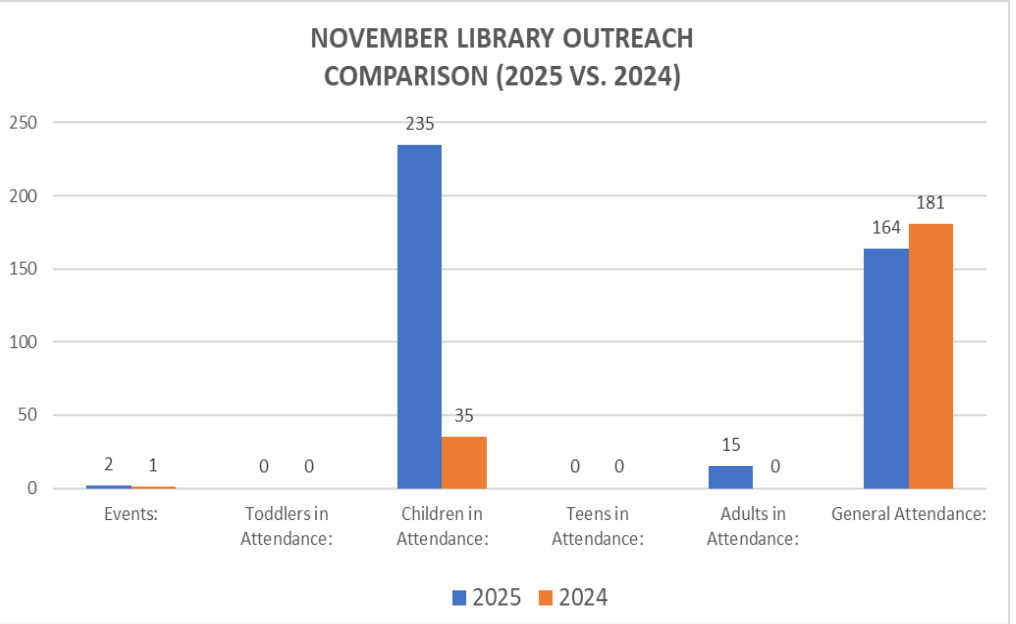
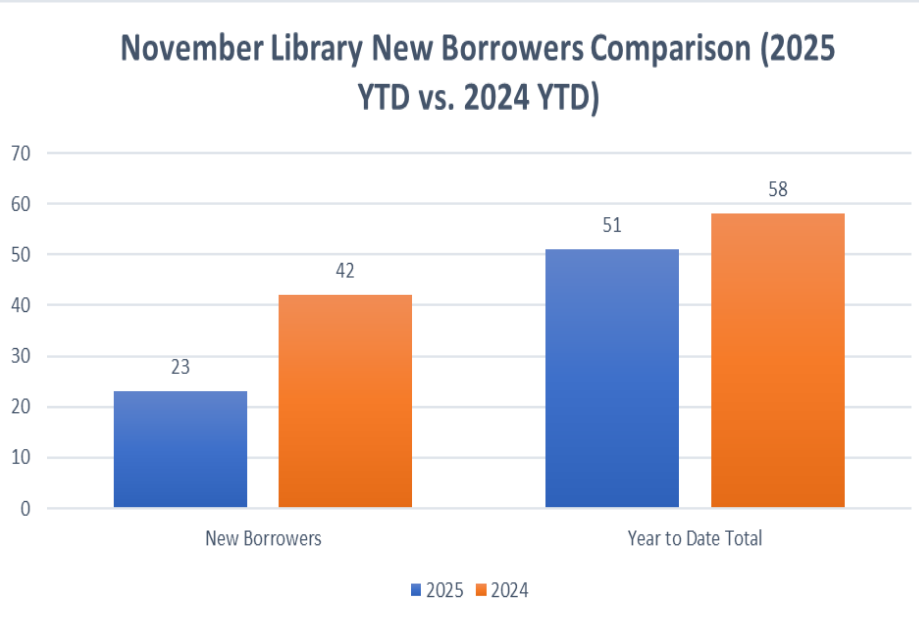
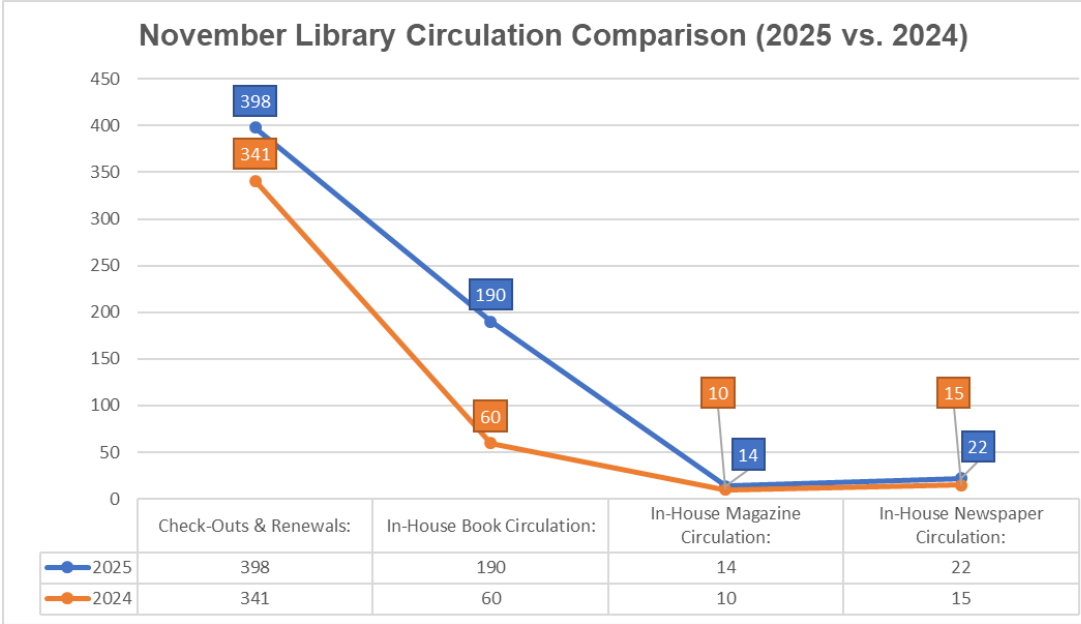
- 165 visits, 98 items sold, \$438.88 in sales (11/02 – 11/08)
- 116 visits, 82 items sold, \$385.22 in sales (11/09 – 11/15)
- 120 visits, 119 items sold, \$491.05 in sales (11/16 – 11/22)
- 20 visits, 51 items were sold, \$264.17 in sales (11/23 – 11/29)
 - Total sales \$1,573.22 and 350 items sold

Marketing

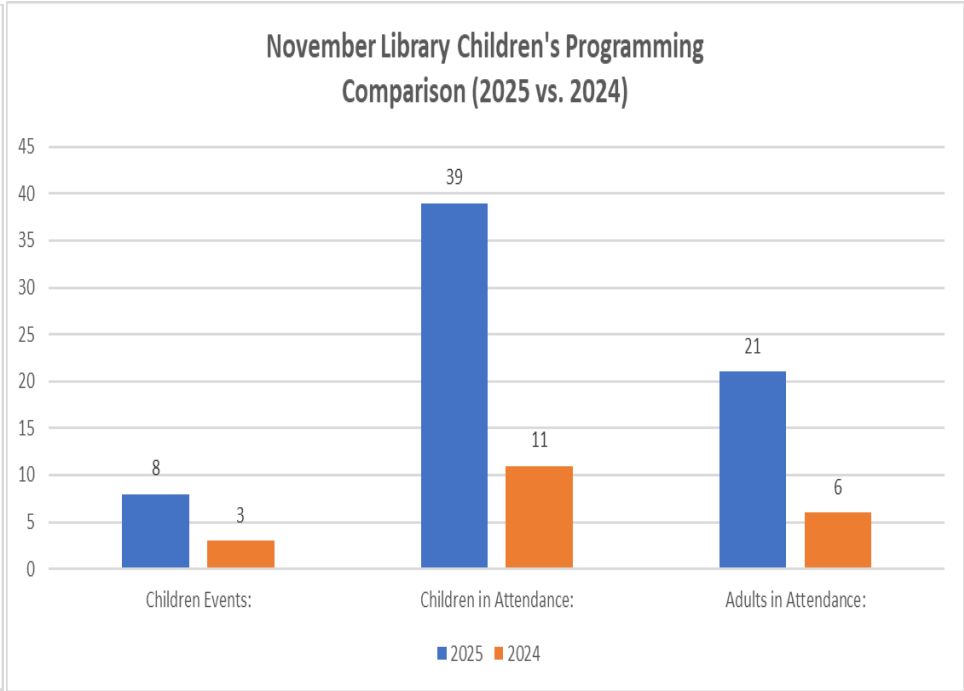
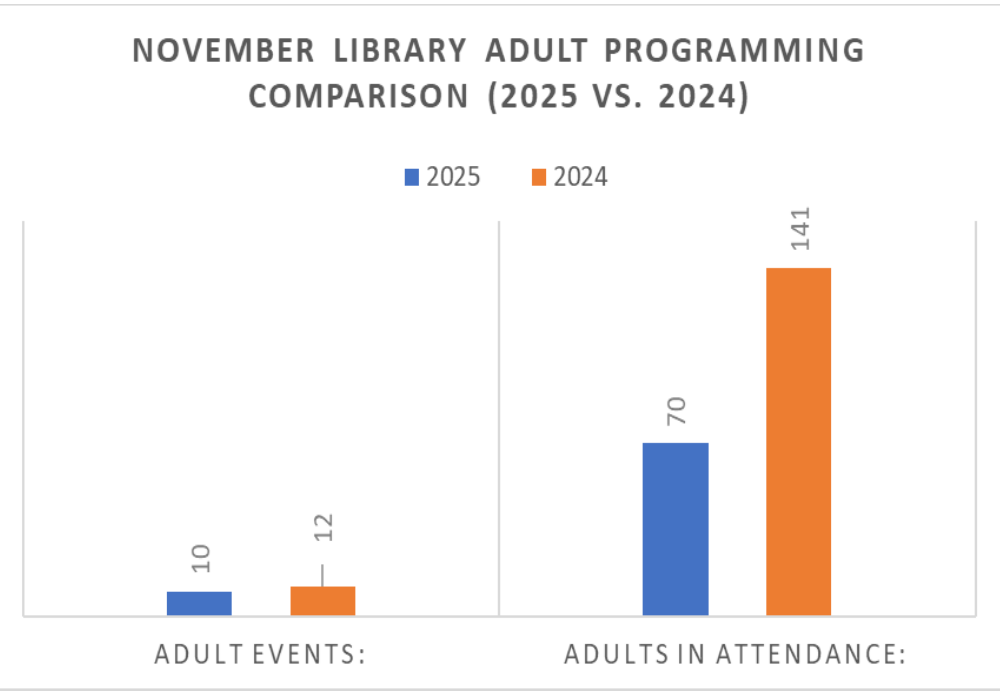
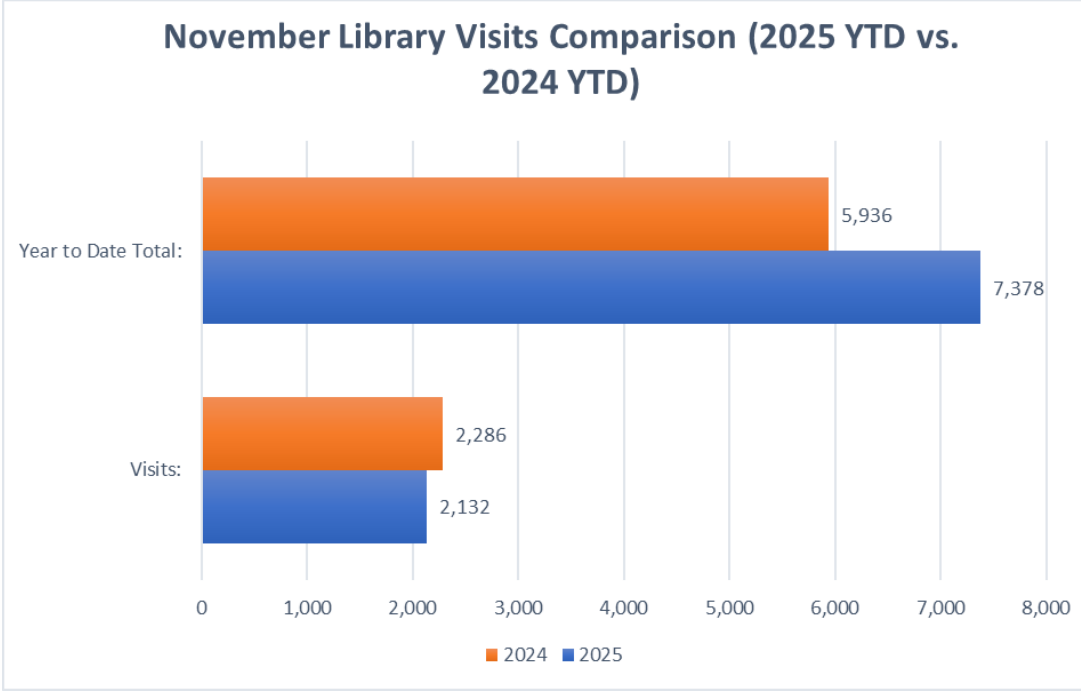
- Created 99 social media posts for the library & 11 for the City
- Designed 65 original flyers
- Updated the website 24 times
- Adult Book Display: Banned Books
- Insignia Shelves: Frightening Thrillers

Highlight of the Month

We started our brand-new Pokémon Club program at the library. The program is being funded by the American Library Association and was supported by a couple of game shops in the valley. Seasonal Part-Timer, Isaiah Ramirez, spearheaded the application to be part of this Nation-wide initiative. He plans to hold two programs per month. So far, the program is steadily gaining interest from children to adults. We had a total of 10 children and 3 adults for the month of November.



November Library Comparison 2025 vs. 2024



Dr. Hector P. Garcia Memorial Library Statistical Report

Nov-25

Circulation	2025	2024
Check-Outs & Renewals:	398	341
Year to Date Total:	915	823
In-House Book Circulation:	190	60
Year to Date Total:	302	144
In-House Magazine Circulation:	14	10
Year to Date Total:	26	39
In-House Newspaper Circulation:	22	15
Year to Date Total:	44	45
New Borrowers:	23	42
Year to Date Total:	51	58

Book & Media Donations	2025	2024
Donations Received:	8	15
Year to Date Total:	74	17
Donations Selected:	1	2
Year to Date Total:	7	4

Computer Sessions	2025	2024
Adult Lab Sessions:	747	209
Year to Date Total:	1,636	623
Juvenile Lab Sessions:	77	34
Year to Date Total:	161	148
WiFi:	1,590	1,860
Year to Date Total:	3,698	3,518

Assistance	2025	2024
Reference:	173	285
Year to Date Total:	403	485
Directional:	320	161
Year to Date Total:	699	459

Meeting Room Sessions	2025	2024
Sessions:	38	43
Year to Date Total:	89	116

Digital Resources	2025	2024
cloudLibrary Checkouts:	243	119
Year to Date Total:	524	259
NewsStand Checkouts:	409	184
Year to Date Total:	706	493
Biblio+ Views:	81	121
Year to Date Total:	163	226

Library Service	2025	2024
Fax Assistance:	37	44
Year to Date Total:	92	96
Copy Assistance:	95	103
Year to Date Total:	208	147
Scan Assistance:	11	7
Year to Date Total:	24	10
Print Outs:	1,431	1,458
Year to Date Total:	3,426	3,372
3-D Printing:	5	0
Year to Date Total:	8	0
Notary:	6	0
Year to Date Total:	17	0

Technical Services	2025	2024
New Items Added:	107	38
Year to Date Total:	189	170
Items Processed:	62	110
Year to Date Total:	82	186
Items Withdrawn:	6	159
Year to Date Total:	3,853	159
Items Recataloged:	130	0
Year to Date Total:	130	64
Items Repaired:	5	4
Year to Date Total:	7	6

Interlibrary Loans (ILL's)	2025	2024
Items Requested:	25	11
Year to Date Total:	51	89
Items Sent:	10	0
Year to Date Total:	23	59

Dr. Hector P. Garcia Memorial Library Statistical Report

Nov-25

Adult Programming	2025	2024
Adult Events:	10	12
Year to Date Total:	19	21
Adults in Attendance:	70	141
Year to Date Total:	144	223

Teen Programming	2025	2024
Teen Events:	0	0
Year to Date Total:	2	2
Teens in Attendance:	0	0
Year to Date Total:	4	10

Children's Programming	2025	2024
Children Events:	8	3
Year to Date Total:	13	7
Children in Attendance:	39	11
Year to Date Total:	81	23
Adults in Attendance:	21	6
Year to Date Total:	53	13

Toddler Programming	2025	2024
Toddler Events:	0	0
Year to Date Total:	0	0
Toddler in Attendance:	0	0
Year to Date Total:	0	0
Adults in Attendance:	0	0
Year to Date Total:	0	0

Family Place	2025	2024
Early Learning Space Total:	85	76
Year to Date Total:	193	76
Workshop Toddler in Attendance:	0	0
Year to Date Total:	35	0
Workshop Adults in Attendance:	0	0
Year to Date Total:	26	0

General Programming	2025	2024
Events:	1	1
Year to Date Total:	3	3
Total General Programing Attendance:	7	525
Year to Date Total:	30	1175

Outreach Programming	2025	2024
Events:	3	1
Year to Date Total:	7	4
Toddlers in Attendance:	0	0
Year to Date Total:	15	0
Children in Attendance:	235	0
Year to Date Total:	1,100	25
Teens in Attendance:	0	0
Year to Date Total:	0	0
Adults in Attendance:	48	0
Year to Date Total:	359	8
General Attendance:	164	181
Year to Date Total:	164	273

SRP Stats	2025	2024
Children Events:	0	0
Children Attendance:	0	0
Adults Attendance:	0	0
Adult/Teen Events:	0	0
Teen Attendance:	0	0
Adult Attendance:	0	0
Adults Registered:	0	0
Teens Registered:	0	0
Children Registered:	0	0
Toddlers Registered:	0	0
Challenges Completed:	0	0
Badges Earned:	0	0
Reviews Submitted:	0	0
Books Read:	0	0

Beanstack Stats	2025	2024
Reviews Submitted:	0	0
Year to Date Total:	0	0
Books Read:	0	0
Year to Date Total:	0	0
Challenges Completed:	0	0
Year to Date Total:	0	0
Badges Earned:	0	0
Year to Date Total:	0	0

Volunteer Hours	2025	2024
Total:	128.00	308.00
Year to Date Total:	313.25	513.75

Dr. Hector P. Garcia Memorial Library Statistical Report

Nov-25

Curbside Services	2025	2024
Curbside Café:	3	0
Year to Date Total:	3	0
Curbside Circulation:	1	0
Year to Date Total:	1	0
Curbside Other Services:	0	0
Year to Date Total:	0	0

Library Visits	2025	2024
Visits:	2,132	2,286
Year to Date Total:	7,378	5,936

Café Visits	2025	2024
Visits:	454	407
Year to Date Total:	1,016	718

Café Sales	2025	2024
Net Sales:	\$ 1,449.25	\$ 1,377.56
Year to Date Total:	\$ 3,300.79	\$ 3,210.42
Sales Tax:	\$ 119.85	\$ 112.77
Year to Date Total:	\$ 269.76	\$ 264.09

Social Media	2025	2024
Library Posts:	99	91
Year to Date Total:	226	232
Library DMs:	0	1
Year to Date Total:	0	5
City Posts:	11	61
Year to Date Total:	13	114
City DMs:	0	9
Year to Date Total:	0	26
Videos Created:	0	1
Year to Date Total:	0	1
Website Updates:	24	2
Year to Date Total:	41	4
HCLS Posts:	0	10
Year to Date Total:	0	13
Flyers	65	29
Year to Date Total:	85	42
Facebook Followers:	0	0
Year to Date Total:	0	0
Instagram Followers:	0	0
Year to Date Total:	0	0

Digital Assistance	2025	2024
Walk-Ins:	93	0
Year to Date Total:	253	0
Appointment:	3	0
Year to Date Total:	7	0
Telephone:	15	0
Year to Date Total:	18	0
Outreach:	0	0
Year to Date Total:	1	0
Children in Attendance:	0	0
Year to Date Total:	0	0
Teen in Attendance:	0	0
Year to Date Total:	0	0
Adults in Attendance:	0	0
Year to Date Total:	7	0
Classes:	0	0
Year to Date Total:	0	0
Attendance:	0	0
Year to Date Total:	0	0