Mayor Oscar D. Montoya
Commissioner Joe Martinez
Commissioner Armando Garcia

Commissioner Rolando Garcia
Mayor Pro-Tem Dr. Ruben Saldana
City Manager Alberto Perez

MERCEDES CITY COMMISSION
REGULAR MEETING
JULY 21, 2026 – 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. Presentation by Montalvo (Worker's Comp Insurance) regarding dividends check
   b. Presentation by Marco A. Arredondo & Adam Arredondo regarding Updates on Lights
7. **Bids/Contracts**:Present, discuss, consider and possibly take action regarding:
   a. Consideration and Possible Action to Approve CLG Grant Contract (Federal GY2026)
   b. Consideration and Possible Action to Approve the Lower Rio Grande Valley Development Council (LRGVDC) Master Mutual Aid Agreement
   c. Consideration and Possible Action to select and award a contractor for the Sanitary Sewer Improvement Project Bid # 2026-001
   d. Consideration and Possible Action to approve a Memorandum of Understanding between the City of Mercedes and the City of Weslaco regarding Street Improvements
   e. Consideration and Possible Action to approve the Interlocal Agreement between the City of Mercedes and Mercedes ISD for School Resource Officers for 2026-2026
   f. Consideration and Possible Action to extend the contract with Waste Connections for Solid Waste until September 30, 2026
8. **Consent Agenda**
   a. Approval of Minutes for Meeting(s) held July 7, 2026
   b. Second and Final Reading of Ordinance 2026-16 to Rezone Lot 4 & Lot 5 Block 104 Campacuas Addn 2 Irrg Trs
   c. Approval of list of items for Auction 2026
   d. Consideration and possible action to approve a Budget Amendment to move funds from Building Maintenance Air Conditioning to Building Maintenance City Buildings and Capital Outlay

9. **Ordinances/Resolutions**: Present, discuss, consider and possibly take action regarding:
    a. First Reading of Ordinance 2026-17, amending Chapter 3 "Building Regulations", to add Section 3.12 "Residential Backup Power Systems"
    b. First Reading of Ordinance 2026-18 abandoning and releasing a five-foot portion of a Public Utility Easement within the Summer Breeze Subdivision
    c. First Reading of Ordinance 2026-19 amending Chapter 13, Article 9, Section 14, "Sludge transporters," to update regulations and penalties
10. **Monthly Departmental Reports**
    a. City Secretary/HR, IT, Planning, Library, Recreation Center, Fire, Finance
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. Consultation with Attorney regarding proposed contracts - Section 551.071
12. **Open Session**
    a. Possible Action pertaining to executive session item A
    b. Possible Action pertaining to executive session item B
    c. Possible Action pertaining to executive session item C
    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, July 21, 2026 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 15TH DAY OF JULY, 2026.

ATTEST:

Joselynn Castillo, City Secretary
Time of Posting: 5:00 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.

TEXAS MUTUAL INSURANCE COMPANY
PO BOX 12029
AUSTIN, TX 78711-2029
Remittance

**N0001731

CITY OF MERCEDES
400 S Ohio Ave
Mercedes, TX 78570-3120

Special Instructions:
Congratulations on receiving a general dividend! Visit texasmutual.com/aboutmydividend to learn more.

03V31750-001731-0001-0001

FORM# 9300

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

TexasMutual®
WORKERS' COMPENSATION INSURANCE

88-130 / 1119 TX

Check Nbr
01341929

Check Date: 6/24/2026

THIRTY-THREE THOUSAND SIXTY-EIGHT DOLLARS AND 11/100 CENTS********** **$33068.11** USD

PAY TO THE ORDER OF

CITY OF MERCEDES
400 S Ohio Ave
Mercedes, TX 78570-3120

Valid until: 12/21/2026

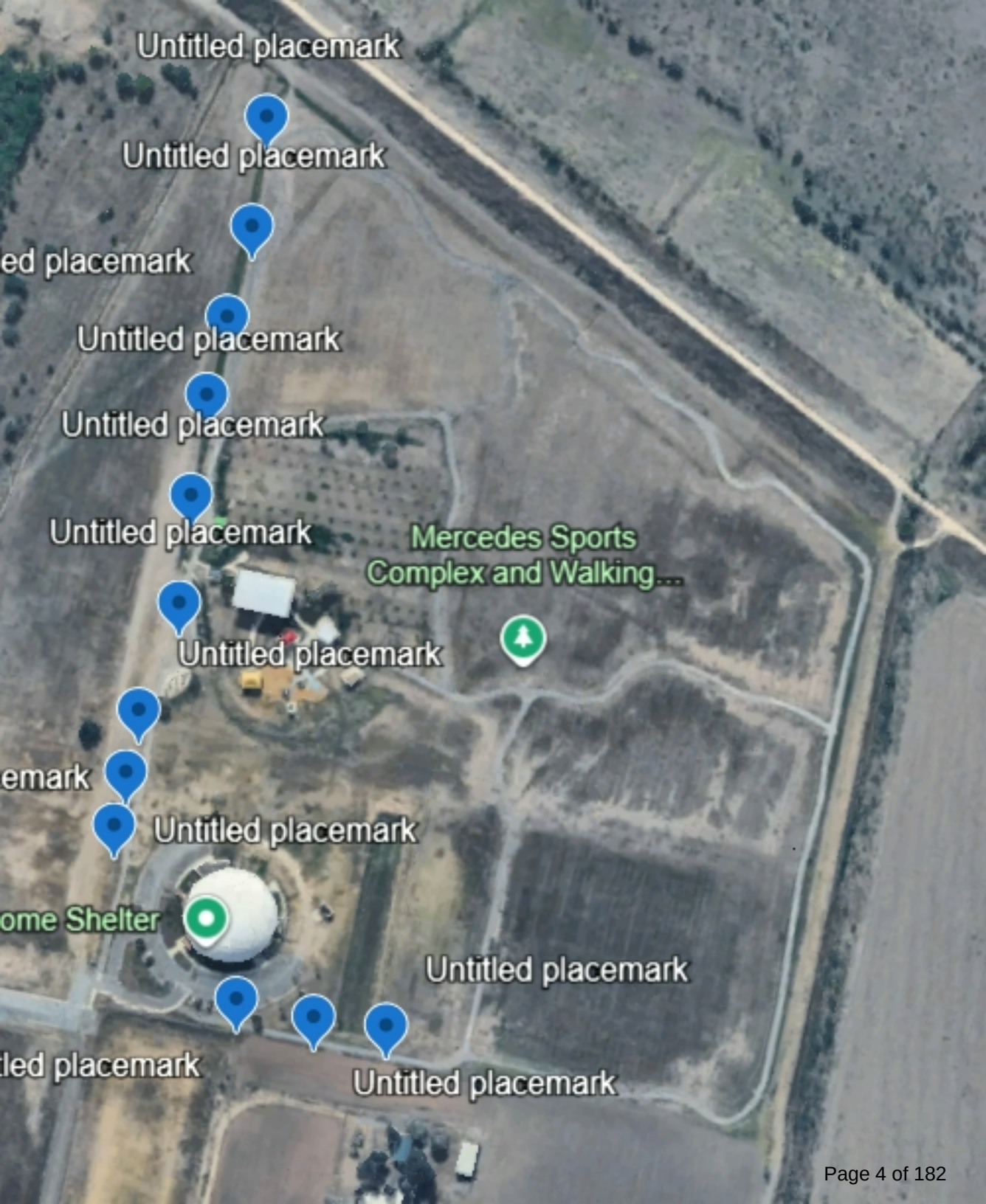
Memo: 2026

PAYABLE AT BANK OF AMERICA AUSTIN, TEXAS 2200 ALDRICH ST

HEAT SENSITIVE
RUB AREA TO VERIFY

Jeanette Ward
Randy Johnson

[redacted]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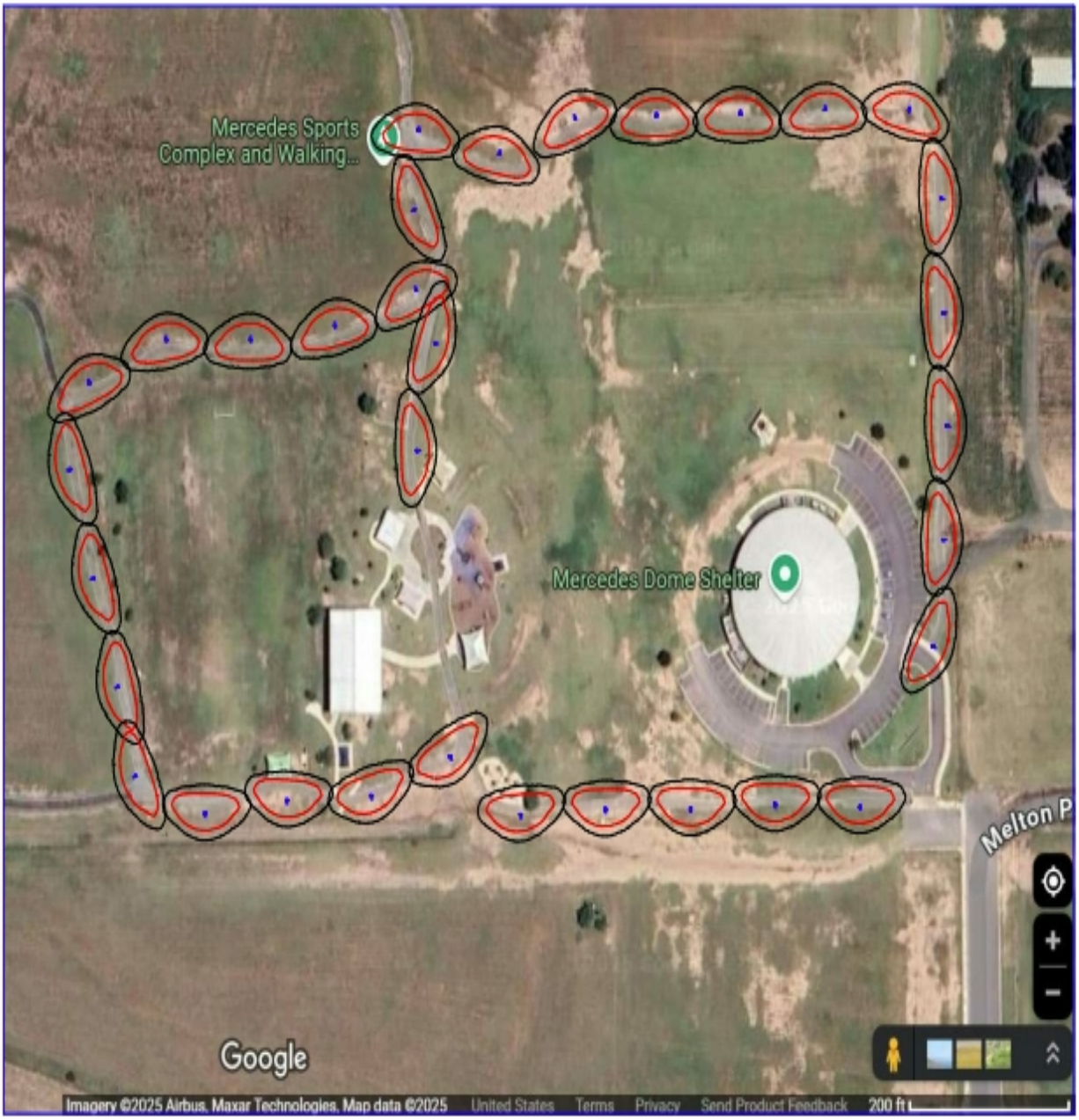
Dome Trail Lighting-Full

Lighting Plan Rev A
Project Number: G9127

By: Susan Abraham
susan.abraham@fonroche.us
Date:3/17/2025

FONROCHE lighting AMERICA
8840 Cypress Waters Blvd
Coppell, TX 75019
Phone Number: (339) 225 4530
www.fonrochesolarlighting.com



Luminaire Schedule								
Symbol	Qty	Label	Arrangement	LLF	Luminaire Lumens	Luminaire Watts	Mounting Height	Arm
	33	T2-Opera-4000K-25W	SINGLE	0.900	4750	25	18	3.2

AGENDA ITEM NO. 7.A.

Bids/Contracts

DATE: July 21, 2026
FROM: Marisol Vidales, Library Director
ITEM: **Discussion and possible action to Consideration and Possible Action to Approve CLG Grant Contract (Federal GY2026)**

BACKGROUND INFORMATION: An application was submitted to the Texas Historical Commission Certified Local Government Office to apply for the FY26 CLG grant. The application was in order to conduct a historic resources survey at the reconnaissance level in the amount of $50,000. There are three levels of surveys, which are Windshield, Reconnaissance, and Intensive. However, in order to maximize funds and survey as many parcels as possible, the application was submitted for a reconnaissance survey. The benefits of the survey will be 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.

The grant was awarded for the full $50,000 and the city will match $50,000 out of the hotel/motel funds over the next two fiscal years, being fiscal year 27 and fiscal year 28. The next step in the process is to provide all the necessary signatures and return them to the THC Certified Local Government Coordinator.

BOARD REVIEW/CITIZEN FEEDBACK: Approved the application.

ALTERNATIVES/OPTIONS: (If your recommendation isn't approved, do you have another option that can be approved)

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):	**Account Number(s):**
$ 50,000	16-540-2043

Finance Review by: Yes and funds are available.

LEGAL REVIEW: No

ATTACHMENTS:

1. CLG_TX_26_001_Mercedes_Draft for review
2. CLG Grant Contract Grantee Signature Card

STAFF RECOMMENDATION: Staff is recommending approval to continue and to collect all the necessary signatures.

TEXAS HISTORICAL COMMISSION
THC Contract No. 808-26-XXXXXX

FEDERAL GRANT YEAR 2026 CERTIFIED LOCAL GOVERNMENT (CLG) GRANT
CFDA: 15.904
FEDERAL AGENCY: NATIONAL PARK SERVICE (NPS)

Grant Contract No. CLG-TX-26-001

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TEXAS HISTORICAL COMMISSION
THC Contract No. 808-26-XXXXXX

FEDERAL GRANT YEAR 2026 CERTIFIED LOCAL GOVERNMENT (CLG) GRANT
CFDA: 15.904
FEDERAL AGENCY: NATIONAL PARK SERVICE (NPS)

GRANT Contract No. CLG-TX-26-001

1. Parties

The parties of this contract (Contract) are the Texas Historical Commission (THC), an agency of the State of Texas; and the City of Mercedes (Grantee).

2. Purpose

This Contract is entered into pursuant to a grant made to THC for federal grant year **2026 (Federal GY2026)** by the U.S. Department of the Interior, National Park Service (NPS), under the provisions of the National Historic Preservation Act of 1966, P.L. 89-665 (as codified and amended at 54 U.S.C. §§ 300101 et seq.) and pursuant to the terms and conditions of the Historic Preservation Fund (HPF) Grants Manual, 2007. This grant is made for the purpose of funding a project or projects to be undertaken by Grantee as a participant in the Certified Local Government (CLG) program.

3. Services to be Provided

The following services are to be provided within the Contract period on a schedule to be agreed upon by the parties to this Contract. However, the services designated with specific deadlines must comply with those deadlines.

Products developed under this agreement must conform to the requirements of THC and the Project Proposal, as stipulated in the Expected Products of a Historic Resources Survey and Inventory Project (Attachment B). Grantee will conduct a historic resources survey of Mercedes, Texas, as described in the grant application.

Grantee-employed project personnel shall meet the **Standards for Professional Qualifications** as outlined in **36 CFR 61 (Attachment C),** as appropriate to the scope of the project, and be employed by competitive procurement. All subcontracted services and products must be procured according to federal procurement standards set forth in Chapter 17 of the HPF Grants Manual, 2 CFR §§ 200.317-.326, 43 CFR §§ 12.940-.948, and 43 CFR § 12.76 (See **Attachment N**). Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in federally assisted programs on the basis of race, color, and/or national origin. Therefore, the Grantee must sign the **U.S. Department of the Interior Civil Rights Assurance (Attachment D)** and return the signed form to THC with this Contract. Similarly, all consultants, subcontractors, and subrecipients retained by the Grantee must sign the **Assurances for Consultants, Subrecipients or Subcontractors (Attachment D.1)**. In all cases the person(s) employed by the Grantee to complete the work specified in this Contract must meet with THC approval. The professional staff hired must also contact THC's CLG staff prior to commencing work.

4. Contract Amount

The total amount of this Contract shall not exceed **$50,000.00 (fifty thousand & No/100 Dollars).** THC shall reimburse the Grantee exclusively from U.S. Department of the Interior grant-in-aid funds for historic preservation (CLG), and this Contract is subject to the availability of those funds.

5. Contract Period

This Contract shall commence on the date it is executed by both parties and shall terminate on **December 31, 2028**. It is further agreed that all work associated with this project shall be completed by **September 30, 2028**, and all materials stipulated in Attachments A and B and all reimbursement requests shall be submitted to THC by **October 31, 2028**.

An extension for completing products stipulated in Attachment B may be granted by THC upon review and approval of a written extension request by the Grantee, provided that a draft of the grant product(s) has been previously reviewed and approved. The final product(s) must be received by THC no later than **December 31, 2028**. All expenses incurred by the Grantee associated with work completed after **September 30, 2028**, shall be considered ineligible for reimbursement under this grant contract.

Written contract amendments may be submitted using the **Certified Local Government (CLG) Contract Amendment Form (Attachment E)** at any time between Contract execution and **December 31, 2028**, at THC's option.

6. Independent Contractor Status; Indemnity, Hold Harmless Agreement

Grantee is a Texas Municipal Corporation. Grantee is not an agency of the State of Texas. It is expressly understood and agreed that the Grantee and Grantee's subcontractors, if any, are independent contractors and not THC employees. Grantee or any subcontractor shall not be considered the agent, the servant, or the employee of THC for any purpose whatsoever.

If Grantee is authorized by this Contract to use grant funds for contractual purposes, all persons furnished, used, retained, or hired by or on behalf of Grantee or any of Grantee's subcontractors shall be solely the employees or agents of Grantee or Grantee's contractors. Grantee or Grantee's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, social security, workers compensation, and other payroll taxes for such persons, including any related assessments or contributions required by law. In no event shall this provision relieve Grantee of responsibility for ensuring the services rendered, or products, materials, or items provided under all subcontracts are rendered in compliance with this Contract.

To the extent allowed by law, Grantee or Grantee's subcontractors are responsible for any and all claims whatsoever due to actions or performance under this grant, including, but not limited to, the use of automobiles or other transportation taken by their owners, incorporators, officers, directors, employees, volunteers, or any third parties. TO THE EXTENT ALLOWED BY LAW, GRANTEE AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND THC, AND/OR THC's OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES, ARISING OUT OF, OR RESULTING FROM ANY ACTS, PERFORMANCE, OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED. UNDER THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR THE FAILURE TO PAY A SUBCONTRACTOR. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND THC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

7. Documentation and Payment

Grantee may submit to THC, for its approval, a properly completed invoice for services rendered in compliance with all requirements of the Contract as specified in the **Reimbursement Request Procedures (Attachment F)**. Grantee will provide invoices to THC as costs are incurred and work is completed, but not more frequently than monthly.

It is further agreed that Grantee will provide written quarterly updates on the **Grant Product Quarterly Report Form (Attachment O)** to describe the progress of the grant product. Each update will outline the tasks completed and expenses incurred on the project and provide a timeline and status of the overall project. Grant Product Quarterly Reports are due upon execution of this Contract on the following dates August 31, 2026, December 31, 2026, April 30, 2027, August 31, 2027, December 31, 2027, April 30, 2028, and August 31, 2028. Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports. Failure to submit quarterly reports as required on a timely basis may constitute breach of this grant Contract and result in forfeiture of the grant.

Reimbursement to Grantee shall be on a matching basis as outlined in the **Estimated Project Budget (Attachment M)**, subject to receipt of funds from the NPS and successful completion of all project work activities. THC agrees to pay the Grantee up to **$50,000.00 (fifty thousand & No/100 Dollars)** in federal funds. Grantee agrees to contribute matching share, either donated services or cash match, for a minimum total of **$50,000.00 (fifty thousand & No/100 Dollars)** or **50%** of eligible costs, whichever is less.

Such payments shall be made as requested for services actually rendered, or if mutually agreed, in one lump sum upon completion and approval of all the requirements set forth in this Contract. It is further agreed that a sum not to exceed 25% of the total grant award will be retained by THC until the following have occurred: (a) THC's review of the draft project material, products, and deliverables and THC's comments are incorporated therein; (b) THC's receipt of final reports; and (c) THC's receipt of properly documented reimbursement materials.

Subject to the limitations of the Contract, THC's payments will be made in accordance with the Texas Prompt Payment Act.

THC shall only reimburse costs incurred and paid by the Grantee during the term of this grant. THC shall only reimburse Grantee for employee costs that are directly related to performing the responsibilities of this grant.

8. Generally Accepted Accounting Principles or Other Recognized Accounting Principles

Grantee shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by the Grantee.

9. Refunds and Deductions

If THC determines that Grantee has been overpaid grant funds under this Contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, Grantee shall refund THC that reimbursement amount identified by THC as an overpayment. THC may offset and deduct the amount of the overpayment from any amount owed to Grantee, as a reimbursement, but not yet paid by THC to the Grantee. THC may choose to require a payment directly from the Grantee rather than offset and deduct a specified amount. Grantee shall refund any overpayment to THC within thirty (30) calendar days after receipt of the notice of the overpayment from THC unless an alternate payment plan is specified by THC.

10. Required Reports, Cooperation, Organizational Changes Notification

Grantee shall forward to THC the applicable reports on forms as specified by THC or as required under Attachment B. Grantee shall ensure that it files each document or form required by THC in an accurate and timely

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manner. Unless filing dates are given herein, all other reports and other documents that Grantee is required to forward to THC shall be promptly forwarded.

In addition to the information contained in the required reports, THC may require Grantee to provide additional information from time to time. Grantee shall cooperate fully with THC and provide the requested information within thirty (30) days of the date that Grantee receives the request.

Grantee shall submit, within ten (10) business days, notice to THC of any change of the following: Grantee's name; contact information; key personnel, officer, director, or partner; organizational structure; legal standing; or authority to do business in Texas. Grantee shall promptly notify THC, preferably in advance, of a change in the Grantee's address or main telephone number. A change in the Grantee's name requires an amendment to this Contract.

11. Financial and Programmatic Standards

Grantee and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization. Grantee and its governing body shall also implement policies and procedures to ensure the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from THC; compliance with THC rules, policies, and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or THC's monitoring processes. Ignorance of any grant provisions or other requirements referenced in this Contract or the HPF Grants Manual shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

Grantee shall develop, implement, and maintain appropriate financial management and control systems, which include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; timely and appropriate audits and resolution of any findings; and applicable annual financial statements.

12. Corrective Action Plan

If THC finds deficiencies in Grantee's performance under this grant, THC, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan:

- Increase monitoring visits;
- Require additional or more detailed financial and/or programmatic reports be submitted;
- Require prior approval for expenditures;
- Require additional technical or management assistance and/or make modifications in business practices;
- Reduce the grant amount; and/or
- Terminate this grant.

The foregoing are not exclusive remedies, and THC may impose other requirements that THC determines will be in the best interest of the State.

13. Product Ownership and Contract Deliverables

All material, concepts, and products including but not limited to all software, software tools, reports, plans, ordinances, standards, guidelines, indexes, surveys, tables, photographs, nominations, maps, forms, user-inputted data, records created or maintained in ay database repository, or other products (Deliverables) that are produced, developed, or conceived by the Grantee during or arising out of the Contract are, or shall become, the property of THC, and all rights, title, and interest, including all intellectual property rights to these products and Deliverables shall vest in, and shall be deemed to be works made for hire upon creation and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such product or Deliverable may not, by operation of law, vest in THC, or such work may not be considered a work made for hire, all rights, title, and interest therein, including all intellectual property rights, are hereby irrevocably assigned to THC, without further action or consideration. Upon termination or expiration of this Contract, all products and Deliverables including all documents, data (including databases), information, software, procedures, and everything created or gathered pursuant to this Contract shall be provided to THC upon request.

THC hereby grants, and Grantee accepts a non-exclusive, non-transferable, non-assignable, fully-paid, royalty-free, perpetual, worldwide, revocable right and license, to use, reproduce, copy, modify, distribute, publicly-perform, publicly-display, and create derivative works of the products and Deliverables for the purpose of performing under this Contract. Notwithstanding the foregoing, the Grantee shall have an unrestricted right to use any or all products so produced, developed, or conceived and any component of such intellectual property made the subject of this Contract, at no additional cost in any manner THC deems appropriate at its sole discretion.

The parties hereby acknowledge and agree that NPS is granted a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use:

- The copyright in any work, products, or Deliverables developed under this Contract; and
- Any rights of copyright to which Grantee purchases ownership during the performance of this Agreement or with funds received under this Agreement.

Pursuant to the stipulations in Attachment B, all final products and completion reports, if applicable (Attachment H) are to be supplied to THC before final reimbursement is made. All materials published, printed, or used for public distribution funded in whole or in part by this grant shall note the following on the materials:

> *This project was funded in part through a Certified Local Government Grant from the National Park Service, U.S. Department of the Interior, as administered by the Texas Historical Commission.*
>
> *The contents and opinions, however, do not necessarily reflect the views and policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.*
>
> *This program receives federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, P.O. Box 37127, Washington, D.C. 20013-7127.*

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14. Termination

14.1. **Termination for Convenience.** Either party may, at its sole discretion, terminate this Contract without recourse, liability, or penalty, upon a seven (7) calendar day notice to the other party. In the event that notice of termination is given, all work by the Grantee shall cease and no amount shall be paid by THC for work performed following the receipt of notice of termination by the Grantee. The Grantee shall be paid for all work performed prior to the notice of termination, and accepted by THC, in accordance with the terms of the Contract. Final invoices shall be submitted to THC no later than 30 days following the date of termination of this Contract.

14.2. **Termination for Cause.** In the event that the Grantee fails to perform or comply with an obligation of the terms, conditions, and provisions of this Contract of the HPF Grants Manual, THC may, upon written notice of the breach to the Grantee, immediately terminate this Contract.

14.3. **Termination Not Exclusive Remedy; Survival of Terms and Conditions.** Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Contract.

15. Applicable Laws

This Contract shall be governed by and construed in accordance with the laws of the State of Texas and the rules and policies of THC. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas. All projects funded under the CLG grant program must meet the Secretary of the Interior's Standards. The Standards can be accessed at the NPS website: https://www.nps.gov/subjects/historicpreservation/upload/standards-guidelines-archeology-historic-preservation.pdf.

16. Audit and Records Retention

Grantee represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. Grantee must maintain and retain all records relating to the performance of the grant including, but not limited to, administrative, financial, procurement, reporting, and any other grant-related records and supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of **seven (7) years** following the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. This period begins on the date of receipt of the final reimbursement by the Grantee, or if applicable, after any issues have been resolved that may have arisen from any litigation, claim, negotiation, audit, open records request, or any other action involving these records.

THC reserves the right to direct the Grantee to retain documents for a longer period of time or transfer certain records to THC custody when it is determined the records possess longer term retention value. The Grantee must include the substance of this clause in all subawards and subcontracts. The Grantee will provide full access to these records to THC as well as any authorized federal, state, or independent auditors, to examine their contents and procedures to verify compliance with federal and state regulations.

United States Code of Federal Regulations 2 CFR 200, Subpart F, requires that all non-federal entities that expend $750,000 or more in federal awards from all sources during any fiscal year must undergo a single audit or program-specific audit for that year. This grant award is to be reported under Catalog of Federal Domestic Assistance (CFDA) #15.904, Historic Preservation Fund Grants, if applicable. Single audits must be submitted electronically by the Grantee to the Federal Audit Clearinghouse along with a data collection form (Form SF-SAC) within thirty (30) days after receipt of the auditor's report, or nine (9) months after the end of the audit period, whichever is earlier. Any questions regarding the submission or processing of a single audit package can be directed to the Federal Audit Clearinghouse at (800) 253-0696 or govs.facs@census.gov.

Grantee is responsible for covering the cost of any audits conducted.

In addition to the terms of this Contract, all federal laws and regulations governing grants are applicable, including the entirety of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This CFR is effective for audit years beginning after December 26, 2014, and replaces all administrative requirements, cost principles, and audit requirements for grants to state and local governments under OMB Circulars A-50, A-87, A-102, and A-133.

17. No Contract Entitlement or Right

Reimbursement with Contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions, and provisions of this Contract and the HPF Grants Manual. Parties agree that any act, action or representation by either party, their agents or employees that purports to increase the amount of the Contract is void, unless a written amendment is first executed. Grantee agrees that nothing in this Contract will be interpreted to create an obligation or liability of THC in excess of the funds delineated in this Contract.

18. Funding Limitation

Grantee agrees that nothing in this grant will be interpreted to create an obligation or liability of THC in excess of the funds delineated in this Contract. Grantee agrees that funding for this Contract is subject to the actual receipt by THC of grant funds (state and/or federal) appropriated to THC. Grantee agrees that the grant funds, if any, received from THC are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of THC for the purpose of this Contract. ***Grantee agrees that notwithstanding any other provision of this Contract, if THC is not appropriated the funds or if THC does not receive the appropriated funds for the purpose of this grant program, or if the funds appropriated to THC for this grant program are required by the state or federal government to be reallocated, THC is not liable to pay the Grantee any remaining balance on this Contract.***

19. State Auditor

In addition to and without limitation on the other audit provisions of this Contract, pursuant to Texas Government Code § 2262.154, the State Auditor's Office may conduct an audit or investigation of Grantee or any other entity or person receiving funds from the State directly under this Contract or indirectly through a subcontract under this Contract. The acceptance of funds by Grantee or any other entity or person directly under this Contract or indirectly through a subcontract under this Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, Grantee or any other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. Grantee further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Grantee, and the requirement to cooperate, is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Grantee related to this Contract.

20. Federal/State Laws, Rules/Regulations, Directives, Guidelines, OMBs, Relevant Authorities

Grantee agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of Grantee under this Contract.

21. Standard State and Federal Grant Certifications

21.1. **Child Support Obligation Affirmation.** To the extent applicable, under Family Code § 231.006, Grantee certifies that the individual or business entity named in this Contract is not ineligible to receive the specified grant and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in Family Code § 231.006(f).

21.2. **Compliance With Law, Rules, and Requirements.** Grantee represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established, including but not limited to the Uniform Grant Management Act of 1981 (UGMA), Chapter 783, Texas Government Code, as amended. Grantee also agrees to comply with the HPF Grants Manual (2007) and as updated, the Texas Grant Management Standards (TxGMS), as promulgated by the Texas Comptroller of Public Accounts (CPA) Office. In addition, Grantee represents and warrants that it will comply with all requirements imposed by THC concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to the Grantee, the more restrictive requirement applies.

21.3. **Contract Oversight.** Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

21.4. **Cybersecurity Training Programs.** Grantee represents and warrants its compliance with Texas Government Code § 2054.591 relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to THC pursuant to and in accordance with Texas Government Code § 2054.5192.

21.5. **Debarment and Suspension.** Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas CPA Office and the System for Award Management (SAM) maintained by the General Services Administration.

21.6. **Debts and Delinquencies.** Grantee agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

21.7. **Disclosure of Violations of Federal Criminal Law**. Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and reporting of certain civil, criminal, or administrative proceedings to SAM.

21.8. **Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations.** Grantee represents and warrants that it will comply with Texas Government Code § 2252.906, relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

21.9. **Dispute Resolution.** The dispute resolution process provided in Chapter 2009, Texas Government Code, is available to the parties to resolve any dispute arising under the agreement.

21.10. **Excluded Parties.** Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

21.11. **Executive Head of a State Agency Affirmation.** Under Texas Government Code § 669.003, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of THC, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of THC, then Grantee shall provide the following information to THC: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with THC, and the date of employment with THC.

21.12. **Law Enforcement Agency Grant Restriction.** If Grantee is a law enforcement agency regulated by Chapter 1701, Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

21.13. **Legal Authority.** Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the application for this grant, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Contract and to provide such additional information as may be required.

21.14. **Limitations on Grants to Units of Local Government**. Grantee acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

21.14.1. Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;

21.14.2. Texas Government Code §§ 556.004–.006; and

21.14.3. Texas Government Code §§ 2113.012 and 2113.101.

21.15. **Lobbying Expenditure Restriction.** Grantee represents and warrants that THC's payments to Grantee and Grantee's receipt of appropriated or other funds under this Contract are not prohibited by Texas Government Code §§ 403.1067 or 556.0055, which restrict lobbying expenditures.

21.16. **Open Meetings.** If the Grantee is a governmental entity, Grantee represents and warrants its compliance with Chapter 551, Texas Government Code, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

21.17. **Political Polling Prohibition**. Grantee represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity that performs political polling.

21.18. **Public Camping Ban.** Grantee certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code § 364.003. If Grantee is currently being sued under the provisions of Local Government Code § 364.003 or is sued under this section at any point during the duration of this grant, Grantee must immediately disclose the lawsuit and its current posture to THC.

21.19. **Reporting Suspected Fraud and Unlawful Conduct**. Grantee represents and warrants that it will comply with Texas Government Code § 321.022, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

21.20. **Subaward Monitoring**. Grantee represents and warrants that it will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.

22. Conflicts of Interest; Disclosure of Conflicts

Grantee has not given or offered to give, nor does Grantee intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of THC, at any time during the negotiation of this Contract or in connection with this Contract, except as allowed under relevant state or federal law. Grantee represents and warrants its compliance with the federal awarding agency's conflict of interest policies in accordance with 2 CFR § 200.112. Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176, Texas Local Government Code. Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. Grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Contract. If circumstances change during the course of the Contract, including discovery of any existing or potential conflicts of interest relative to Grantee's performance under this Contract, Grantee must disclose and shall promptly notify THC, in writing, within fifteen (15) calendar days of discovery of the change or conflict.

23. No Waiver of Sovereign Immunity

The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver by THC or the State of Texas of any immunities from suit or from liability that THC or the State of Texas may have by operation of law.

24. Confidentiality and Public Information Act

Notwithstanding any provisions of this grant to the contrary, the Grantee understands that THC will comply with the Texas Public Information Act, as codified in Chapter 552, Texas Government Code, and as interpreted by judicial opinions of the Texas courts and opinions of the Attorney General of the State of Texas. Information, documentation and other material in connection with this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Texas Government Code § 2252.907, the Grantee is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible the public at no additional charge to the State. THC agrees to notify Grantee in writing within a reasonable time from receipt of a request for information related to the Grantee's work under this grant. Grantee will cooperate with THC in the production of documents responsive to the request.

Grantee shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting THC's access to such records and other information.

25. Compliance with Regulatory and Licensing Bodies

Grantee agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this grant, and that Grantee is currently in good standing with all regulatory agencies that regulate any or all aspects of the Grantee's business or operations. Grantee agrees to remain in good standing with the Texas Secretary of State, the Texas CPA Office, and related federal governmental bodies with regard to Grantee's right to conduct business in Texas. Grantee agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinances or state or federal laws.

26. Amendment

This Contract shall not be modified or amended except in writing, signed by both parties, using the **Certified Local Government (CLG) Contract Amendment Form (Attachment E)**. Any properly executed amendment of this Contract shall be binding upon the parties and presumed to be supported by adequate consideration.

27. Entire Agreement, Including All Exhibits

This grant, including all exhibits, reflect the entire agreement between the parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings, or agreements between the parties related to such subject matter. By executing this Contract, the Grantee agrees to strictly comply with the requirements and obligations of this Contract, including all exhibits.

28. Dispute Resolution

The dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used by the parties to resolve any dispute arising under this Contract.

29. Notices

Any notices and/or documents required hereunder shall be deemed to have been duly provided if in writing and delivered personally or by prepaid guaranteed overnight delivery service, or sent postage prepaid by United States certified mail, return receipt requested. Any such notice shall be effective on the date of delivery if delivered personally, on the next business day following delivery to the guaranteed overnight delivery service if the notice was so delivered and the charges were prepaid, or on the date the recipient signed for the notice if sent by certified mail.

Notices shall be addressed as follows, or at such other address as any party hereto shall notify the other of in writing:

If to THC:
Texas Historical Commission
P.O. Box 12276
Austin, TX 78711

If to Grantee:
City of Mercedes
400 S. Ohio Avenue
Mercedes, TX 78570

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30. Attachments

The following documents are included in and shall be a part of this Contract for all purposes:

☐ Attachment A – Project Notification

☒ Attachment B – Expected Products of Survey and Inventory Projects

☒ Attachment C – 36 CFR 61, Professional Qualifications Standards

☒ Attachment D – DI Form 1350, Civil Rights Assurance

☒ Attachment D.1 – Assurances for Consultants, Subrecipients, or Subcontractors

☒ Attachment E – Certified Local Government (CLG) Contract Amendment Form

☒ Attachment F – Reimbursement Request Procedures

☐ Attachment G – Grant of Easement

☒ Attachment H – Completion Report

☐ Attachment I – Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

☐ Attachment I.1 – Equal Opportunity Clause for Construction Projects

☐ Attachment J – Standard Federal Equal Employment Opportunity Construction Contract Specification

☐ Attachment K – Equal Employment Opportunity Clause

☐ Attachment L – Certification of Non-Segregated Facilities

☒ Attachment M – Estimated Project Budget

☒ Attachment N – Subcontractors

☒ Attachment O – Grant Product Quarterly Report Form

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31. Signatories

This Contract is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Contract shall be in writing and signed by both parties to the Contract. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid. In some cases, adjustment of the contractual requirements may be necessary pursuant to recommendations by the Certified Local Government Program, Texas Historical Commission, with the approval of the U.S. Department of the Interior.

The following parties accept the terms of this Contract. Persons signing below are expressly authorized to obligate each respective party to the terms of this Contract.

TEXAS HISTORICAL COMMISSION:

Bradford Patterson,
Chief Preservation Officer

Date

GRANTEE:

Oscar D. Montoya Sr.,
Mayor, City of Mercedes

Date

THIRD PARTY DESIGNEE: (IF APPLICABLE)

Signature

Typed Name and Title of Delegated Third Party

Date

DRAFT

ATTACHMENT B

EXPECTED PRODUCTS of HISTORIC RESOURCES SURVEY and INVENTORY PROJECTS CITY OF MERCEDES/HISTORIC RESOURCES SURVEY OF MERCEDES, TX

THC Contract No. 808-26-XXXXXX
Grant Contract No. CLG-TX-26-001

Historic resources surveys are a process of identifying and gathering data on a community's historic resources. In as comprehensive a manner as possible, a survey documents all potentially historic buildings, objects, structures, sites and districts within a given geographical boundary. Surveys assign high, medium or low priority rankings to these resources as well as assess eligibility for inclusion in the National Register of Historic Places. Such resources are of significance in American history, architecture, archeology and culture, and generally are more than 50 years of age.

The Grantee ***must designate*** **a Survey Project Manager who meets the Professional Qualifications Standards** as outlined in 36 CFR 61 (Attachment C). The **Survey Project Manager's resume *must be provided*** to the Texas Historical Commission (THC) prior to commencing work. The **Survey Project Manager *must contact*** **the THC's Certified Local Government (CLG) and Historic Resources Survey staff** prior to commencing work. The Survey Project Manager should be prepared to specify who will be providing the survey fieldwork labor (i.e. a professional consulting firm, in-house such as qualified city or county staff, or volunteers such as university students or a local organization).

THC Contacts

Historic Resources Survey Coordinator
Leslie Wolfenden
leslie.wolfenden@thc.texas.gov
512-463-3386

CLG Coordinator
Kelly Little
kelly.little@thc.texas.gov
512-463-7812

Project Milestones

The due dates for project milestones are listed below. Each deliverable must meet the requirements detailed in the Final Deliverables section on the following page.

☐ **Research Design due by February 28, 2027**

☐ **Draft Historic Resources Survey Report due by April 30, 2028**

☐ **Final Historic Resources Survey Report due by September 30, 2028**

Due Dates to THC

☐ August 31, 2026	Quarterly Report due
☐ December 31, 2026	Quarterly Report due
☐ February 28, 2027	**Research Design Report due**
☐ April 30, 2027	Quarterly Report due
☐ August 31, 2027	Quarterly Report due
☐ December 31, 2027	Quarterly Report due
☐ April 30, 2028	**Draft Historic Resources Survey Report due** and Quarterly Report due
☐ August 31, 2028	Quarterly Report due
☐ September 30, 2028	Project completion date: **Final Historic Resources Survey Report due**

Final Deliverables

The final deliverables consist of the following:

☐ **One (1) bound hard copy for THC.** The hard copy should be printed on 8½ x 11" and 11 x 17" paper. Do not use 8½ x 14" legal-sized paper. **For binding, use 3-hole punch binder; do not use spiral or comb bindings.**

☐ **One (1) electronic copy on thumb drive or via a secure file-sharing service.** The electronic copy should include the Historic Resources Survey Report and all photographic documentation, maps, etc. The survey data shall also be submitted in Microsoft Access, Microsoft Excel, or GIS-based format. This allows THC to upload the survey data into the THC Online Atlas database.

Each CLG survey grant recipient is sent a THC Historic Resources Survey Packet via THC's OneDrive file-sharing service that includes a THC Access database for survey purposes. While it is not required to use this Access database, the survey data should include the same information. The full range of products for a historic resources survey includes the following:

- A **Research Design Report** is written to establish knowledge of the area's historical development and to list known existing historical resources such as National Register of Historic Places and districts, Recorded Texas Historic Landmarks, State Antiquities Landmarks, Official Texas Historical Markers, and local landmarks and districts, and to provide a map of the area to be surveyed. This report sets up periods of significance and areas of significance, so surveyors know how to assess the resources while doing fieldwork.
- A **Draft and Final Historic Resources Survey Report** should include the survey's purpose and methodology, a historic context (pulled from the Research Design and updated), survey results, and survey recommendations. Survey results should discuss analysis, implications and recommendations for local, state and federal historical designation and other appropriate preservation methods. This report must be in conformance with the *U.S. Secretary of the Interior's Guidelines for Identification*.
- A **Historic Resources Survey Form** must be provided for **each surveyed resource** in the survey area. It is preferred that the THC survey database form (Microsoft Access format preferred) is used, but an equivalent format is acceptable.
- An **Inventory Table** must be provided for all surveyed resources in the survey area. This should include basic information about each resource: thumbnail image, address, historic and current name, historic and current function, construction date, existing designations, National Register of Historic Places eligibility, and Priority rating at a minimum.
- **Photo documentation** for all surveyed resources must be provided. Color digital images should be saved as uncompressed TIF or JPG files. Do not alter images (other than naming files). The size of each image must be at least 1200 x 1600 pixels at 300 ppi (pixels per inch) or larger (2000 x 3000 preferred). It is recommended that digital images be saved in 8-bit (or larger) color format. Proper identification of each view must be provided with all photo documentation, utilizing the standard 2-letter Texas county abbreviations recognized by TARL (see the THC Photo Labeling Protocol). Example: The first image for 103 East Marshall Street in Pittsburg, Camp County would be: TX-CP-Pittsburg-Marshall-St-E-103-01.tif. In addition, a second set of digital images of representative streetscape views is encouraged.
- **Detailed Maps** must identify the location of all surveyed resources with their site numbers. Maps developed using GIS data are strongly encouraged, but not required.

The Survey Project Manager is responsible for reviewing all survey work before submission to THC. Reports and other documentation require proper citations and may not be plagiarized. All the above-mentioned products become the property of THC upon completion of the grant project. Survey and inventory projects may be modified, but should be discussed with and approved by THC staff ***before*** modification. Attachment E must be submitted with all contract amendments, including modifications to the deliverables described here.

ATTACHMENT C

PROFESSIONAL QUALIFICATION STANDARDS
CITY OF MERCEDES/HISTORIC RESOURCES SURVEY OF MERCEDES, TX

THC Contract No. 808-26-XXXXXX
Grant Contract No. CLG-TX-26-001

To ensure that appropriate historical, architectural, archeological, and cultural properties are identified for public benefit through grant-in-aid assistance, the following professional standards for historical, architectural, and archeological documentation have been established by the National Park Service (NPS). Persons supervising grant projects must be professionally qualified in accordance with 36 CFR 61 as follows. In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

History. The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historical organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the scholarly knowledge body in the history field.

Archeology. The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus:

1. At least one year of full-time professional experience or equivalent specialized training in archeological research, administration, or management;
2. At least four months of supervised field and analytic experience in general North American archeology; and
3. Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period.

Architectural History. The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field, with course work in American architectural history; or a bachelor's degree in architectural history, art history, historic preservation, or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

Architecture. The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time professional experience in architecture; or a state license to practice architecture.

Historic Architecture. The minimum professional qualifications in historic architecture are a professional degree in architecture or State license to practice architecture, plus one of the following:

1. At least one (1) year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or
2. At least one (1) year of full-time professional experience on historic preservation projects.

Such graduate study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.

ATTACHMENT D

U.S. DEPARTMENT of the INTERIOR CIVIL RIGHTS ASSURANCE
CITY OF MERCEDES/HISTORIC RESOURCES SURVEY OF MERCEDES, TX

THC Contract No. 808-26-XXXXXX

As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any federal financial assistance from the Department of the Interior, it will comply with all federal laws relating to nondiscrimination. These laws include but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 794 et seq.), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the federal financial assistance is extended by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and sub-recipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT/ORGANIZATION	DATE SUBMITTED
APPLICANT/ORGANIZATION MAILING ADDRESS	BUREAU OF OFFICE EXTENDING ASSISTANCE

ATTACHMENT D.1

ASSURANCES for CONSULTANTS, SUBRECIPIENTS, or SUBCONTRACTORS CITY OF MERCEDES/HISTORIC RESOURCES SURVEY OF MERCEDES, TX

THC Contract No. 808-26-XXXXXX

Child Support Obligation. Under Family Code § 231.006, the consultant, subrecipient, or subcontractor certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Discrimination Prohibited. The consultant, subrecipient, or subcontractor will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulations (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the consultant, subrecipient or subcontractor receives financial assistance from Department of the Interior, National Park Service (NPS), and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

This Assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property discounts, or other federal financial assistance extended after the date hereof to the consultant, subrecipient or subcontractor, including installment payments after such date on account of arrangements for federal financial assistance which were approved before such date. The consultant, subrecipient or subcontractor recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the consultant, subrecipient or subcontractor, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this assurance on behalf of the consultant, subrecipient or subcontractor.

DI 1350 Addendum. The consultant, subrecipient or subcontractor agrees to comply with the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975 and all requirements imposed by or pursuant to these titles, to the end that, no person in the United States shall, on the grounds of age or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the consultant, subrecipient or subcontractor receives financial assistance from NPS, and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

18 USC § 1913. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, will be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member of Congress, thorough the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section, shall be fined not more than $500 or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment. (June 25, 1948, Ch. 645, 62 Stat. 792.)

DI 1954. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Lower Tier Cover Transactions. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR § 12.5.10, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C streets, N.W., Washington, D.C. 20240.

1. The prospective lower tier participant certified, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Records Retention. The consultant, subrecipient or subcontractor represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. The consultant, subrecipient or subcontractor shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by the consultant, subrecipient or subcontractor for a period of seven (7) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. The Commission reserves the right to direct a consultant, subrecipient or subcontractor to retain documents for a longer period of time or transfer certain records to Commission custody when it is determined the records possess longer term retention value. The consultant, subrecipient or subcontractor must include the substance of this clause in all subcontracts.

State Auditor's Right to Audit. Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by the consultant, subrecipient or subcontractor, or any other entity or person directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the consultant, subcontractor, or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. The consultant, subrecipient or subcontractor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

Consultant/Subcontractor _____ Date _____

ATTACHMENT E

CERTIFIED LOCAL GOVERNMENT (CLG) CONTRACT AMENDMENT FORM
CITY OF MERCEDES/HISTORIC RESOURCES SURVEY OF MERCEDES, TX

Contract No. 808-26-XXXXXX

- Amendment to CLG Grant Contract Number:
- Project Title:
- Grantee:
  Contact:
  Address:
  Phone:
- Amendment Type (please select one below):

☐ Contract Terms and Conditions

☐ Matching Share – must include revised Budget Summary

☐ Budget – must include revised Budget Summary

☐ Scope – must include revised Project Description

☐ 30 Day No Cost Extension* – must include explanation

Note: Contract Amendment will not be effective until approved in writing by the Texas Historical Commission.

TEXAS HISTORICAL COMMISSION:

Typed Name and Title

Date

GRANTEE:

Typed Name and Title

Date

THIRD PARTY DESIGNEE: (IF APPLICABLE)

Signature

Typed Name & Title of Delegated Third Party

Date

* 30-Day No Cost Extension does not extend September 30 deadline for expending CLG funds. Regardless of extension all CLG funds must be expended by September 30 and reimbursements submitted to the THC no later than October 31.

ATTACHMENT F

REIMBURSEMENT REQUEST PROCEDURES
CITY OF MERCEDES/HISTORIC RESOURCES SURVEY OF MERCEDES, TX

THC Contract No. 808-26-XXXXXX
Grant Contract No. CLG-TX-26-001

The required reimbursement request procedures and format are found in this attachment. Requests must be received by Texas Historical Commission (THC) **no later than October 31, 2028,** by email or a secure file-sharing service. Certified Local Governments (CLGs) working on multiple grants must submit a separate request for each project. Requests for payment shall be accompanied by the complete documentation listed below, including receipts for all expenses and all products identified in the approved grant application and contract.

☐ 1. **Signed Billing Statement** from the local government to the THC with federal tax identification number. (See attached template.)

☐ 2. **Copies of vendors' invoices** showing evidence that:
   a. Invoices are in the name of the Grantee,
   b. Service dates are within the project period,
   c. Purchase price is compatible with the estimated budget cost, and
   d. Purchases are relevant to the project's scope.

☐ 3. **Copies of receipts** or properly endorsed cancelled (deposited) checks (*front and back*).

☐ 4. **Evidence of any approved extensions** and/or amendments to Grantee subcontracts.

☐ 5. **Evidence that invoices were properly approved** for payment including:
   a. Evidence that discounts and other credits were deducted, and
   b. Evidence that merchandise/services were received.

☐ 6. **Copies of daily time records** for both volunteers and staff (including supervisor's verification) if using a full or partial in-kind match.

☐ 7. **Evidence of employees' rates of pay**, and verification that no other federal funds were used for this purpose if using a full or partial in-kind match.

☐ 8. **Evidence that work was accomplished in accordance with the terms of the grant agreement** (i.e., final project completion report or products).

☐ 9. **Comparison schedule** showing proposed costs versus actual costs. (See attached template in the CLG Grant Billing Statement.)

Refer to Chapter 13 of the HPF Grants Manual for all allowable and unallowable costs: (https://www.nps.gov/orgs/1623/upload/HPF-GrantsManual_2011-508.pdf). Food and drink is not an allowable cost under THC policy, with the exception of per diem (cost of meals) for traveling employees/volunteers. **Only work completed by the September 30, 2028, deadline will be reimbursed.** 25% of the total grant award will be retained by THC until final deliverables have been received. Non-federal (or match share) expenditures should be documented in the same method as federal expenditures.

Payment Schedule

Reimbursement payments to the Grantee are subject to receipt of federal funds from the National Park Service (NPS). Reimbursement requests can be sent to THC as costs are incurred and work is completed, but not more frequently than monthly. The final payment will be made after an acceptable final product, final report, and final billing have been received and approved by THC.

Description of Acceptable Documentation

Timesheets. Each employee or volunteer engaged in activities to be claimed against the grant must submit a timesheet signed by the employee/volunteer and the supervisor. Such records must show the actual hours worked, date(s) worked, and the specific duties performed. The records should also indicate the basis for determining the rate of the employee or volunteer's contributions. Employees can claim their regular hourly wage. Timesheets must certify that no other federal funds were used to pay salaries and that their salaries were not used as a match for other federal grants.

Volunteers must claim a reasonable wage rate that is comparable to the current market value of the work being performed. Independent Sector provides a current estimated national value of volunteer time that can be used as a guide if necessary. It can be found here: https://independentsector.org/resource/value-of-volunteer-time/. A sample volunteer timesheet can be found with the template forms attached.

Professionals may claim their standard professional wage if volunteering professional services. In any case, hourly wages may not exceed the maximum rate of $96.61/hour.

Travel. The sample forms attached include a travel record that should be used for employees or volunteers who must travel for grant-related work. This identifies traveler, date(s) of travel, mileage, lodging, per diem (cost of meals), airfare, parking, and other miscellaneous travel expenses. Receipts for all expenses are required. See the maximum allowable travel rates below.

Allowable Travel Rates.

THC will reimburse a participant traveling for purposes of the program when identified in the grant application. Since travel allowances may vary among federal, state, or local organizations, a traveler will be reimbursed at the lowest allowed amount. Check with a representative of your local government to verify local rates. Receipts for all expenses must accompany reimbursement requests.

- **Lodging**: $107/night*
- **Mileage**: $0.72/mile for Personal Vehicle Use (As of 1/1/2026)
- **Per Diem**: $59/day*

Forms and Templates

The following are versions of timesheets, travel records, and donated materials forms. Although it is not necessary to use these specific forms, it is necessary to record the name of the laborer, name of supervisor, date(s) of work/travel/donation(s), and value of time/donation(s) on any form used. If desired, THC staff will review any proposed format to ensure compliance with these requirements.

*Lodging and meal rates may vary upon location. To check the current rates for your project's location, please visit the U.S. General Services Administration website at https://www.gsa.gov/travel/plan-book/per-diem-rates

TEXAS HISTORICAL COMMISSION

FY 2025 TEXAS CERTIFIED LOCAL GOVERNMENT (CLG) GRANT PROGRAM
CFDA NO.: 15.904
FEDERAL AGENCY: NATIONAL PARK SERVICE

CLG GRANT BILLING STATEMENT

[Insert Date]

TO: Texas Historical Commission, Attention: CLG Grants
clg@thc.texas.gov
FROM: [Name & Address of Certified Local Government]
TAX IDENTIFICATION NUMBER: [Insert Number]
RE: CLG Billing

Enclosed is documentation to support a billing for $[insert amount] to cover work done under the grant contract number TX-26-[XXX] for [insert name of project]. I certify no other federal funds were used for either the match or actual expenditures incurred during the execution of this project.

Please send the above amount to:
[Insert name & address of Grantee and/or department to receive funds]

	PROPOSED		ACTUAL	
	Federal	Match	Federal	Match
[Insert Activity]				
[Insert Activity]				
[Insert Activity]				

Sincerely,

_____ _____

[Insert Name] [Insert Title/Office]

Enclosures (include as appropriate):

- [timesheets]
- [receipts]
- [cancelled checks or copies of bank statements]
- [copies of final products]

TEXAS HISTORICAL COMMISSION

FY 2025 TEXAS CERTIFIED LOCAL GOVERNMENT (CLG) GRANT PROGRAM
CFDA NO.: 15.904
FEDERAL AGENCY: NATIONAL PARK SERVICE

EMPLOYEE TIME RECORD

Grantee: _____
Grant Contract: TX-26-[XXXX]
Employee Name: _____ Title: _____

Double-click on table to open.

Date(s) or Date Range	Description of Grant Activities Performed	# Hours Worked	Hourly Rate ($/Hr)	Value of Time ($)
			$ -	$ -
			$ -	$ -
			$ -	$ -

PROJECT OR ACTIVITY EXPENSES

Date	Project/Activity	Item (attach receipt)	Amount

MILEAGE RECORD

Date	Project/Activity	Odometer Start	Odometer Finish	Total Miles x $0.72

Attach additional rows or pages as necessary.

I certify that the work donated towards the completion of this project was not used as match for any other project and that it was completed during the grant period.

Employee Date

Supervisor Date

TEXAS HISTORICAL COMMISSION

FY 2025 TEXAS CERTIFIED LOCAL GOVERNMENT (CLG) GRANT PROGRAM
CFDA NO.: 15.904
FEDERAL AGENCY: NATIONAL PARK SERVICE

TRAVEL RECORD

Name: _____
Purpose: _____

DEPARTURE DATE/TIME	ORIGIN/ DESTINATION	PER DIEM	LODGING	OTHER (IDENTIFY)	TRANSPORTATION (RENTAL, CAB, etc.)
	Totals:				

Mileage: _____ miles X $0.72/mile = _____

Total Amount for Travel: _____

_____ _____
Traveler Date

_____ _____
Supervisor Date

Enclosures: receipts

TEXAS HISTORICAL COMMISSION

FY 2025 TEXAS CERTIFIED LOCAL GOVERNMENT (CLG) GRANT PROGRAM
CFDA NO.: 15.904
FEDERAL AGENCY: NATIONAL PARK SERVICE

DONATED LABOR (VOLUNTEER) TIMESHEET

Grantee: _____
Grant Contract No: TX-26-[XXXX]
Volunteer Name: _____
Type of Work Performed: _____

A person donating time to a project will be paid at minimum wage unless professionally skilled in the work being performed on the project (photographer taking pictures or data entry done by skilled person). When this is the case, the wage rate the individual is normally paid for performing this service may be charged to the project.

Double-click on table to open.

Date(s) or Date Range	Description of Grant Activities Performed	# Hours Worked	Hourly Rate ($/Hr)	Value of Time ($)
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			Total Value of Time:	**$ -**

I certify that the work donated towards the completion of this project was not used as match for any other project and was completed during the grant period.

_____ _____
Signature of Volunteer Date

_____ _____
Signature of Supervisor Date

TEXAS HISTORICAL COMMISSION

FY 2025 TEXAS CERTIFIED LOCAL GOVERNMENT (CLG) GRANT PROGRAM
CFDA NO.: 15.904
FEDERAL AGENCY: NATIONAL PARK SERVICE

DONATED MATERIAL AND EQUIPMENT

_____
Project Name

_____
Donor

Description of Material/Equipment Donated	Donation Date	Fair Value	Basis of Value
Total Value of Donation:			

_____ _____
Signature of Donor Date

_____ _____
Project Supervisor Date

ATTACHMENT H

COMPLETION REPORT
CITY OF MERCEDES/HISTORIC RESOURCES SURVEY OF MERCEDES, TX

THC Contract No. 808-26-XXXXXX

TEXAS CERTIFIED LOCAL GOVERNMENT (CLG) GRANT COMPLETION REPORT Year

PART 1. PROJECT INFORMATION

Project Name			
City		State	
Project Number			

PART 2. PROPERTY AND GRANT RECIPIENT INFORMATION

A. Official Project Title					
Street					
City		State		Zip Code	
Grant Recipient					
Street					
City		State		Zip Code	

PART 3. FISCAL YEAR

A. Final work-cost breakdown:

	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
TOTAL	$	
CLG Grant Monies Expended $		
Entity	Revenue Expended $	

B. List by donor, source, kind, and amount for each of the other funding sources:			
Donor		Donor	
Source		Source	
Kind		Kind	
Amount		Amount	

PART 4. CASE-STUDY NARRATIVE

PART 5. MATERIALS INDEX

Index Number	View	Date Taken

PART 6. ACKNOWLEDGMENT

All materials generated for public use under this grant include the following statement:

This project was funded in part through a Certified Local Government Grant from the National Park Service, U. S. Department of the Interior, as administered by the Texas Historical Commission.

The contents and opinions, however, do not necessarily reflect the views and policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.

This program receives Federal funds from the National Park Service. Regulations of the U. S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age, or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to:

Director, Equal Opportunity Program, U. S. Department of the Interior, National Park Service, P. O. Box 37127, Washington, DC 20013-7127.

Signature: Date:

ATTACHMENT M

ESTIMATED PROJECT BUDGET
CITY OF MERCEDES/HISTORIC RESOURCES SURVEY OF MERCEDES, TX

THC Contract No. 808-26-XXXXXX

GRANT RECIPIENT:	City of Mercedes	**TOTAL PROJECT COST:**	$100,000
GRANT NUMBER:	CLG-TX-26-001	**FEDERAL SHARE:**	$50,000
PROJECT TITLE:	Historic Resources Survey of Mercedes, TX	**NONFEDERAL SHARE:**	$50,000

PROJECT ACTIVITY	FEDERAL SHARE	CASH MATCH	IN-KIND MATCH	TOTAL
Fieldwork, research, materials preparation, travel-related expenses, printing and other direct costs necessary to carry out the historic resources survey descripted in the scope of work.	$50,000.00	$50,000.00	$0	$100,000.00
TOTALS	**$50,000.00**	**$50,000.00**	**$0**	**$100,000.00**

ATTACHMENT N

SUBCONTRACTORS
CITY OF MERCEDES/HISTORIC RESOURCES SURVEY OF MERCEDES, TX

THC Contract No. 808-26-XXXXXX

If the Grantee is not doing the work itself, 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 §§ 200.317-200.326.

The Texas Historical Commission (THC) will verify that federal procurement standards have been met and will issue a *Notice to Proceed* letter to the Grantee once the following have been completed:

- Approval of the Grantee's Request for Proposal (RFP), if applicable
- Approval of the executed contract between the Grantee and subcontractor
- Attachment D.1 receipt: Assurances for Consultants, Subrecipients, or Subcontractors signed by subcontractor
- Receipt of the Procurement Method Checklist (see below)

Procurement Method Checklist

☐ Subcontractors meet the Standards for Professional Qualifications (Attachment C).

☐ Subcontractors have signed the Assurances for Consultants and Subcontractors (Attachment D.1).

☐ Copies of all contracts between the Grantee and any subcontractors have been sent to THC.

☐ Grantee understands that subcontractors must be employed in a way that encourages competition to the maximum extent possible.

☐ Grantee understands that it must retain copies of RFPs, solicitations for price quotes, lists of who they were sent to, lists of responders (bidders), price quotes, and justification for selections as documentation that the method for selecting a subcontractor was in accordance with Federal procurement requirements.

☐ Grantee understands that it shall use its own procurement procedures which reflect applicable state and local laws and regulations, provided that procurements conform to the standards set forth in the HPF Grants Manual and Federal laws.

Method of Procurement (please select the procurement method used by the Grantee):

		Yes	No
☐	1. Small Purchase (acceptable for purchases under $250,000)		
	a. Solicitation for price quotes was approved by THC.	☐	☐
	b. Price quotes were obtained from an adequate number of qualified sources.	☐	☐
☐	2. Competitive Sealed Bids	**Yes**	**No**
	a. Request for Proposals (RFP) was approved by THC.	☐	☐
	b. RFP was formally advertised.	☐	☐
	c. Sufficient time was given prior to date set for bid opening (~20-30 days).	☐	☐
	d. Proposals were solicited from an adequate number of known suppliers.	☐	☐

		Yes	No
☐	3. Competitive Negotiation		
	a. RFP was approved by THC.	☐	☐
	b. Proposals were solicited from an adequate number of known suppliers.	☐	☐
	c. RFP was publicized.	☐	☐

		Yes	No
☐	4. Noncompetitive Negotiation (select the applicable circumstance and provide a detailed explanation justifying the Grantee's procurement method)		
	a. The item is available only from a single source;	☐	☐
	b. Public exigency or emergency;	☐	☐
	c. THC and National Park Service (NPS) authorized, in writing, noncompetitive negotiation because of compelling special circumstances; or	☐	☐
	d. After solicitation of a number of sources, competition was determined inadequate.	☐	☐

PROJECT MANAGER CERTIFICATION:

_____

Signature

_____

Typed Name and Title

_____

Date

☒ Attachment B – Expected Products of Survey and Inventory Projects

☒ Attachment C – 36 CFR 61, Professional Qualifications Standards

☒ Attachment D – DI Form 1350, Civil Rights Assurance

☒ Attachment D.1 – Assurances for Consultants, Subrecipients, or Subcontractors

☒ Attachment E – Certified Local Government (CLG) Contract Amendment Form

☒ Attachment F – Reimbursement Request Procedures

☐ Attachment G – Grant of Easement

☒ Attachment H – Completion Report

☐ Attachment I – Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

☐ Attachment I.1 – Equal Opportunity Clause for Construction Projects

☐ Attachment J – Standard Federal Equal Employment Opportunity Construction Contract Specification

☐ Attachment K – Equal Employment Opportunity Clause

☐ Attachment L – Certification of Non-Segregated Facilities

☒ Attachment M – Estimated Project Budget

☒ Attachment N – Subcontractors

☒ Attachment O – Grant Product Quarterly Report Form

ATTACHMENT O

GRANT PRODUCT QUARTERLY REPORT FORM
CITY OF MERCEDES/HISTORIC RESOURCES SURVEY OF MERCEDES, TX

THC Contract No. 808-26-XXXXXX

CERTIFIED LOCAL GOVERNMENT (CLG) PROGRAM QUARTERLY REPORT CLG Grant Fiscal Year 2026

GRANT PROJECT

Grant Project Name	
CLG Name	
Grantee Name (if different from CLG)	
Project Manager	
Local CLG Contact (if different from Project Manager)	

REPORTING PERIOD

- ☐ May 1–August 31, 2026
- ☐ May 1–August 31, 2027
- ☐ May 1–August 31, 2028
- ☐ September 1–December 31, 2026
- ☐ September 1–December 31, 2027
- ☐ January 1–April 30, 2027
- ☐ January 1–April 30, 2028

1. Please describe the current status of the project and the progress of the grant-funded work.

2. How much of the total project budget has been expended? (For example: 50%, $8,000)

3. Describe any potential roadblocks to the project or adhering to the agreed-upon timeline.

4. Do you have any questions or concerns that may be addressed by the Texas Historical Commission's CLG program staff?

Thank you for submitting the CLG grant progress report. CLG Program staff looks forward to reviewing the information provided.

If you have an issue that requires immediate attention at any time during the grant cycle, please contact Kelly Little at 512-463-7812 or kelly.little@thc.texas.gov or Ericca Espindola at 512-463-9063 or ericca.espindola@thc.texas.gov.

TEXAS HISTORICAL COMMISSION
REAL PLACES TELLING REAL STORIES

thc.texas.gov

Texas Historical Commission
Texas Certified Local Government Grant Program
Grantee Signature Card

Grant Number: CLG-TX-26-001

This signature card is to be completed by any and all **applicable** person(s) with signatory authority to sign grant application packages, funding agreements, reimbursement request forms, completion reports, and any other grant forms or documents that require signature approval. Please print names legibly.

Title	Typed or Printed Name	Signature
City Mayor or Elected Official	Oscar D. Montoya Sr.	
City Manager or Assistant City Manager	Alberto Perez	
City Attorney	Martie Garcia Vela	
County Judge		
Historic Preservation Officer (HPO)	Marisol Vidales	
CLG Project Manager or Project Contact	Gabriel Ozuna	
Accountant	Meredith Hernandez	
CHC Chair		
Main Street Manager/Director		
City Secretary	Joselynn Castillo	
Planner		
(other)		

ATTACHMENT M

ESTIMATED PROJECT BUDGET
CITY OF MERCEDES/HISTORIC RESOURCES SURVEY OF MERCEDES, TX

THC Contract No. 808-26-XXXXXX

GRANT RECIPIENT:	City of Mercedes	**TOTAL PROJECT COST:**	$100,000
GRANT NUMBER:	CLG-TX-26-001	**FEDERAL SHARE:**	$50,000
PROJECT TITLE:	Historic Resources Survey of Mercedes, TX	**NONFEDERAL SHARE:**	$50,000

PROJECT ACTIVITY	FEDERAL SHARE	CASH MATCH	IN-KIND MATCH	TOTAL
Fieldwork, research, materials preparation, travel-related expenses, printing and other direct costs necessary to carry out the historic resources survey descripted in the scope of work.	$50,000.00	$50,000.00	$0	$100,000.00
TOTALS	**$50,000.00**	**$50,000.00**	**$0**	**$100,000.00**

AGENDA ITEM NO. 7.B.

Bids/Contracts

DATE: July 21, 2026
FROM: Javier Campos, Fire Chief
ITEM: **Discussion and possible action to Consideration and Possible Action to Approve the Lower Rio Grande Valley Development Council (LRGVDC) Master Mutual Aid Agreement**

BACKGROUND INFORMATION:

The City of Mercedes is a participating member of the Lower Rio Grande Valley Development Council (LRGVDC) and relies on regional partnerships and cooperative agreements to enhance emergency preparedness, response capabilities, and resource availability during disasters and major incidents.

The LRGVDC Master Mutual Aid Agreement establishes a framework for participating local governments within the region to provide mutual assistance during emergencies and disasters, including but not limited to fire, emergency medical services, law enforcement, utility operations, public works, debris removal, and other emergency response activities.

This agreement provides a coordinated process for requesting and providing assistance, establishes incident command procedures, addresses reimbursement considerations, and supports regional cooperation consistent with the State of Texas Emergency Management framework.

The existing LRGVDC Master Mutual Aid Agreement was last updated and adopted by participating agencies in approximately 2007/2008. The agreement has since undergone review and updates through the regional emergency management process. The updated agreement has been reviewed by the Texas Division of Emergency Management (TDEM)/FEMA advisory process, received approval through the Homeland Security Advisory Council Committee, and was approved by the LRGVDC Board of Directors.

BOARD REVIEW/CITIZEN FEEDBACK: (Let us know if this was approved or denied by a board)

ALTERNATIVES/OPTIONS: (If your recommendation isn't approved, do you have another option that can be approved)

FISCAL IMPACT: (Total Costs)
Proposed Expenditure/(Revenue): **Account Number(s):**
$ 0

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

LEGAL REVIEW: (Has the City Attorney reviewed it, if necessary Yes/No/ Not Applicable)

ATTACHMENTS:

1. Mercedes Mutual Aid Agreement 2026

STAFF RECOMMENDATION: Staff recommends approval of the Lower Rio Grande Valley Development Council Master Mutual Aid Agreement and authorization for the appropriate city officials to execute the agreement on behalf of the City of Mercedes.

MASTER MUTUAL AID AGREEMENT
LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

This Master Agreement For Mutual Aid (this "Agreement") is by and between participating members of the Lower Rio Grande Valley Development Council (the "LRGVDC"). WHEREAS, the attacks of September 11, 2001, have heightened our awareness that emergency planning is essential for the public health, safety, and welfare, and have fortified our resolve to effectively respond to disasters. NOW, THEREFORE, in consideration of the mutual covenants herein, the participating local governments (the "Parties"), authorized by appropriate actions of their governing bodies, hereby agree as follows:

1. **Legal Authority.** This Agreement is made pursuant to the authority of Chapters 418,433 and 791 of the Texas Government Code, Chapter 362 of the Texas Local Government Code, and all other constitutional and statutory provisions which may provide authority for any of the Parties.

2. **Scope of Agreement.**

(a) Each Party will endeavor to provide Disaster Assistance upon request from another Party. (The requesting Party is hereafter referred to as the "Requesting Party"; the requested Party as the "Responding Party.")

"Disaster Assistance" means provision. of emergency management, police, fire, emergency medical, utility, street, debris removal, and other services, without limitation, during a Disaster.

"Disaster", consistent with the definition in Section 418.004 of the Texas Government Code, means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, other public calamity requiring emergency action, or energy emergency (as that term is defined in Chapter 418 of the Texas Government. Code), within the jurisdiction of any of the Parties.

The Parties agree that an act of terrorism is contemplated within the definition of "disaster" as that word is defined in Section 418.004 of the Texas Government Code. "Disaster" may include ordinary emergencies, such as, hazardous material spills, which have historically been handled in the normal course of government operations by the Parties.

(b) In accordance with Section 362.002, Texas Local Government Code, law enforcement assistance may be provided only when the mayor or other officer authorized to declare a state of civil emergency in the requesting county, municipality, or joint airport considers additional law enforcement officers necessary to protect health, life, and property in the county, municipality, or joint airport because of disaster, riot, threat of concealed explosives, or unlawful assembly characterized by force and violence or the threat of force and violence by three or more persons acting together or without lawful authority.

3. **Request for Assistance.** The request for assistance will:

(a) be made only after a Declaration of a state of Local Civil Emergency or Declaration of Disaster by a Requesting Party pursuant to Section 418.108, Texas Government Code, or after a proclamation of a State of Emergency under Section 433.001, Texas Government Code,

(b) be made by the highest ranking authority of Requesting Party available at the time of need,

(c) be made to the highest ranking authority of the Responding Party available at the time of need, and

(d) specify to the greatest extent possible the nature of the problem requiring assistance and the resources requested.

Notwithstanding anything in this Agreement, the decision whether to respond in any particular situation or the level of response to be provided is at the sole discretion of the representative of the Responding Party making the decision. The Responding Party's representative will make a discretionary decision at the time of the request, considering the nature and magnitude of the request, whether and the extent to which the Responding Party's resources are available and should be provided.

4. **Incident Command.**

(a) The Requesting Party will designate an Incident Commander. Resources provided by the Responding Party will be subject to the direction of the Incident Commander, unless the Incident Commander, based on all the facts and circumstances at the scene of operation, requests that the Responding Party take charge of the operation based on superior resources, expertise, or other reason. In order to realize maximum effectiveness, it is the intention of the Parties that the response be under unified command with the highest degree of coordination possible under the circumstances.

(b) Any Request for Assistance hereunder shall include a statement of the amount and type of equipment and number of personnel requested, shall specify the location to which the equipment and personnel are to be dispatched, and shall state the time period for which such equipment and personnel are requested. The Responding Party shall, in its sole discretion, determine what equipment and personnel are available to furnish the requested assistance.

(c) The Responding Party shall report to the Incident Commander at the location to which the equipment and personnel are dispatched.

(d) A Responding Party shall be released by the Requesting Party when the services of the Responding Entity are no longer required or when the officer in charge of the Responding party's forces determines, in the officer's sole discretion, that further assistance should not be provided.

5. **Training Exercises.** The Parties will endeavor to participate in joint training exercises and drills for emergency response situations which may result in a request under this Agreement.

6. **Other Mutual Aid Agreements, Supplementary Agreements and Protocols.** The Parties are encouraged, all or some, to enter into additional agreements and protocols governing response to particular situations and circumstances. Operating departments of the Parties (for example, fire and police) are authorized and encouraged to enter into specific emergency protocols with their counterparts to enhance coordination in Disaster response situations. Notwithstanding Section 23 below, it is understood and agreed that certain signatory Parties may have heretofore contracted or may hereafter contract with each other for mutual aid in disaster situations, and it is agreed that this Agreement shall be subordinate to any such individual contract. To assist each other in the process of mutual aid response planning, each Party agrees to inform the other Parties of all mutual aid agreements that each Party has with other municipalities, entities, counties, and state or federal agencies.

   Specifically, the existence of this Agreement shall not prevent a municipality, coilllty, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity from providing mutual aid assistance on request from another municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity, in accordance with the provisions in Section_418.109 (d) of the Texas Government Code. Additionally, the existence of this Agreement shall not prevent any Local Government which is a Party hereto from providing emergency assistance to another Local Government which is not a party hereto, in accordance with the provisions in Section 791.027 of the Texas Government Code.

7. **Responsibility for Response Costs.** A Responding Party is authorized to request reimbursement from the Requesting Party for reasonable costs incurred pursuant to this Agreement in furnishing disaster assistance. The Requesting Party will make reimbursement when it is reasonably, fiscally able, but no later than 90 days after receipt of a claim for reimbursement, subject to paragraph 21. Current FEMA Guidelines will determine what costs are reasonable in the event of a dispute regarding a request for reimbursement. Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement shall continue to receive from the Responding Party the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and worker's compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed. This will be referenced and processed through Texas Government Code Sec 418.1181 Reimbursement of Costs: Request by Local Government Entity. This is dependent on State and/or Federal reimbursement are formally available.

8. **Participation Notice.** Each Party shall notify the LRGVDC Executive Director of its participation in this Agreement by furnishing an executed original of the attached Participation Notice.

9. **Administrative Services.** The LRGVDC agrees to provide administrative services necessary to coordinate this Agreement, including notifying Parties of new participants and withdrawals and timely providing Parties with a current list of contact information for each Party.

10. **Federal and State Participation.** Federal and state entities may participate in this Agreement, to the extent of any limitations of their authority, by furnishing an executed original of the attached Participation Notice to the LRGVDC Executive Director.

11. **Inventory and Database.** A current inventory and database of resources available to each Party for response under this Agreement shall be maintained by the LRGVDC and disbursed to the Parties. on a timely basis, at least every six months. The LRGVDC will develop a form to facilitate Parties entry and updating of inventory and resource information, send reminders to parties to update information, place inventory and resource information on its website, and take other actions reasonably necessary for the Parties to access current information. This will be maintained yearly by the agreeing entity and sent to the LRGVDC to maintain a rolling data base every October 1 of the calendar year.

12. **Withdrawal.** A Party may withdraw from this Agreement at any time by written notice to the LRGVDC Executive Director, transmitting a copy of the action of the Party's governing body. The Party withdrawing from this Agreement will still be responsible for any outstanding claims for reimbursement.

13. **Not for Benefit of Third Parties.** This Agreement and all activities hereunder are solely for the benefit of the Parties and not the benefit of any third party.

14. **Exercise of Police Power.** This Agreement and all activities hereunder are undertaken solely as an exercise of the police power of the Parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons and the Parties shall not have nor pe deemed to have any duty to any particular person or persons.

15. **Immunity not Waived.** Nothing in this Agreement is intended, nor may it be deemed, to waive any governmental, official, or other immunity or defense of any of the Parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

16. **Civil Liability to Third Parties.** Each Responding Party will be responsible for any civil liability for its own actions in responding to a request for assistance, and will determine what level, if any, of insurance or self-insurance it should maintain for such situations.

17. **No Liability of Parties to One Another.** One Party may not be responsible and shall not be civilly liable to another for not responding, or for responding at a particular level of resources or in a particular manner. Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party.

18. **Amendments to Agreement.** This Agreement may not be amended without the lawful action of the governing bodies of the Parties. No officer or employee of any of the Parties shall have authority to waive or otherwise modify the limitations in this Agreement, without the express action of the governing body of the Party.

19. **Captions.** Captions to provisions of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.

20. **Equipment and Personnel.** During the time mutual aid is being furnished, all equipment used by the Party rendering aid shall continue to be owned, leased, or rented by the Party rendering aid. At all times while equipment and personnel of a Party rendering aid are traveling to, from, or within the geographical limits of the requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Party rendering aid. In addition, such personnel shall be deemed to be engaged in a governmental function of their entity.

21. **Term.** This Agreement shall become effective as to each Party when approved and executed by that Party. This Agreement shall continue in force and remain binding on each and every Party until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 12 of this Agreement. Termination of participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

22. **Entirety.** This Agreement contains all commitments and agreements of the Parties with respect to the mutual aid to be rendered hereunder during or **in** connection with a disaster. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 6 above.

23. **Interlocal Cooperation Act.** The Parties agree that mutual aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local governments" as that term is defined herein and in the Interlocal Cooperation Act.

24. **Severability.** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

25. **Validity and Enforceability.** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

26. **Warranty.** The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

27. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall be in accordance with the Texas Rules of Civil Procedure.

PARTICIPATION NOTICE

I hereby notify the Lower Rio Grande Valley Development Council, for its notification to its members, that City of Mercedes has approved participation in the Master Mutual Aid Agreement of the Lower Rio Grande Valley Development Council, by lawful action of its governing body, a true copy of which is attached and incorporated herein.

_____

Signature Date

_____

Printed or Typed Name

_____

Position

AGENDA ITEM NO. 7.C.

Bids/Contracts

DATE: July 21, 2026
FROM: Jonas Gonzalez, Assistant City Manager
ITEM: **Discussion and possible action to Consideration and Possible Action to select and award a contractor for the Sanitary Sewer Improvement Project Bid # 2026-001**

BACKGROUND INFORMATION: I have completed my review of the bid packages submitted for the Proposed Sanitary Sewer Improvements project.

While Valley Urban Works submitted the apparent low bid of $127,873.00, their package does not include the completed contractor reference or qualification documentation required to adequately evaluate their experience.

By contrast, Castillo Underground, LLC submitted a complete package demonstrating their qualifications and experience with a competitive bid of $135,927.00.

For comparison, the submitted bids are:

- Valley Urban Works: $127,873.00
- Castillo Underground, LLC: $135,927.00
- WLC Construction, LLC: $164,752.00
- LCJ Contracting, LLC: $201,095.00

The difference between the low bid and Castillo Underground's proposal is $8,054 (about 6.3%). Given the documentation provided, I recommend considering Castillo Underground, LLC for the award, provided the City's procurement rules permit evaluating bidder responsibility alongside price.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):	**Account Number(s):**
$ 135,927.00	02-530-4010

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

LEGAL REVIEW: Yes

ATTACHMENTS:

None

STAFF RECOMMENDATION: I recommend considering Castillo Underground, LLC for the award, provided the City's procurement rules permit evaluating bidder responsibility alongside price.

AGENDA ITEM NO. 7.D.

Bids/Contracts

DATE: July 21, 2026
FROM: Jonas Gonzalez, Assistant City Manager
ITEM: **Discussion and possible action to Consideration and Possible Action to approve a Memorandum of Understanding between the City of Mercedes and the City of Weslaco regarding Street Improvements**

BACKGROUND INFORMATION: The City of Mercedes Staff met with the City of Weslaco to discuss street improvement projects on roads that connect Mercedes to Weslaco.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)
Proposed Expenditure/(Revenue): **Account Number(s):**
$ Pending

Finance Review by:

LEGAL REVIEW: Pending legal recommendation and changes to the agreement.

ATTACHMENTS:
1. 2021-05_ City of Mercedes and Weslaco re roadway improvements Mile 2 1_2 W. Road

STAFF RECOMMENDATION: Staff recommends approval of the MOU to partner with the City of Weslaco for street improvements that connect City of Mercedes and City of Weslaco

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF WESLACO, TEXAS, AND THE CITY OF MERCEDES, TEXAS

THIS Agreement is made on and entered into effective as of the 6th day of April 2021, by and between **CITY OF WESLACO, TEXAS,** hereinafter referred to as ("City of Weslaco"), and **CITY OF MERCEDES, TEXAS** hereinafter referred to as ("City of Mercedes"), collectively referred to as "Parties" and pursuant to the provisions of the Texas Interlocal Cooperation Act ("Act"), Chapter 791, et seq., Texas Government Code, as follows:

WITNESSETH:

WHEREAS, the City is a municipality defined as a "Local Government" under the ACT, and a political subdivision organized under the laws of the State of Texas, within the boundary of Hidalgo county; and

WHEREAS, the Parties, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements to certain public roadways within their boundaries;

WHEREAS, the Parties desire to jointly undertake a road improvement project to a portion of Mile 2 ½ West Rd. from IH-2 Eastbound Access Road to US Business 83 for approximately 1,360 linear feet, in Hidalgo County, Texas (the "Road" or "Project").
(See **Exhibit** *A - Mile 2 ½ West Rd Project Map);* and

WHEREAS, the Road serves as a connecting link and such improvements to the Road are in the public interest of the Parties.

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the ACT, which authorizes local governments to contract with each other and with agencies of the state, to perform governmental functions and services under the terms of the ACT;

WHEREAS, City of Weslaco and City of Mercedes have determined the Project will serve a public purpose and provide a mutual benefit to each other.

NOW, THEREFORE, the City of Weslaco and the City of Mercedes, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The parties agree to cooperate in making the necessary improvements to the Road as described on **Exhibit A** attached hereto.

2. City of Weslaco agrees to provide all labor and machinery necessary to perform the improvements to the Road.

3. City of Weslaco will, use City's standard specifications in improvements unless otherwise agreed in writing by both parties.

4. City of Mercedes agrees to pay upon execution of this Agreement the lump sum amount of Twenty-five Thousand One Hundred Fifty Dollars ($25,150.00) being half of the estimated cost of the Project. *(See* **Exhibit B** - *Estimate).*

5. City of Weslaco will provide routine maintenance of the roadway and bar ditches and bill the City of Mercedes for one-half the costs to complete this work. City of Mercedes agrees to pay the City of Weslaco one-half of the maintenance costs.

6. City of Weslaco and City of Mercedes will coordinate work schedules in order to provide for minimal disruption to the public and to the operational fiscal affairs of the parties and will complete the Project no later than 90 days from the execution of this Agreement.

7. This Agreement replaces and supersedes all prior agreements between City of Weslaco and City of Mercedes with respect to the Road and/or Project.

8. City of Mercedes has authorized City of Weslaco to perform the work herein described pursuant to Tex. Trans. Code §311.

9. **Term.** The effective date of this agreement shall be the date first written above. The term of the Agreement shall be for the time period referenced above.

10. **Termination.** Either Party may terminate this Agreement with or without cause upon thirty (30) days written notice to each other.

11. **Liability Insurance.** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.

12. **Indemnification. To the extent permitted under the Constitution and laws of the State of Texas, the CITY OF MERCEDES agrees to indemnify and hold harmless and**

defend CITY OF WESLACO, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

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

14. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent to bring them within the legal requirements and only during the times such conflict exists.

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

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

17. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

written notice delivered in accordance herewith:

19.

If to City of Weslaco	City of Weslaco Attention: Mayor David Suarez 255 S. Kansas Avenue Weslaco, Texas 78596
If to City of Mercedes:	City of Mercedes Attention: Mayor Oscar D. Montoya, Sr. 400 S. Ohio Mercedes, Texas 78570

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

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

21. **Successors.** This Agreement shall be binding upon and to the benefit of the parties hereto and their respective successors and assigns where permitted by this Agreement.

22. **Assignments.** This Assignment shall not be assignable.

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

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

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

26. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the

governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon (90) days' written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903

27. **Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.

28. **Legal Construction/Severability.** In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

29. **Prior Agreements.** This Agreement supersedes and terminates all previous Interlocal Agreement(s) between the parties hereto concerning the subject matter hereof, except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Interlocal Agreement(s) is completed and payment is remitted such previous Interlocal agreement shall terminate at such time.

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

31. **Authority to Execute.** The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Parties in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF MERCEDES

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

ATTEST:

BY: _____
Joselynn Castillo, City Secretary

CITY OF WESLACO

BY: _____
David Suarez, Mayor

ATTEST:

BY: _____
Norma A. Cantu, City Secretary

NCC
4/06/21

APPROVED AS TO FORM:

BY: _____
Juan E. Gonzalez, City Attorney

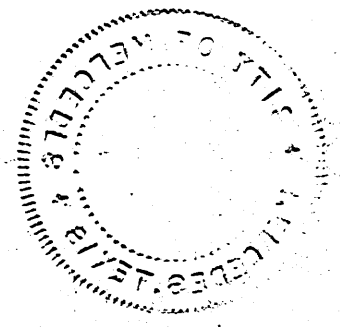
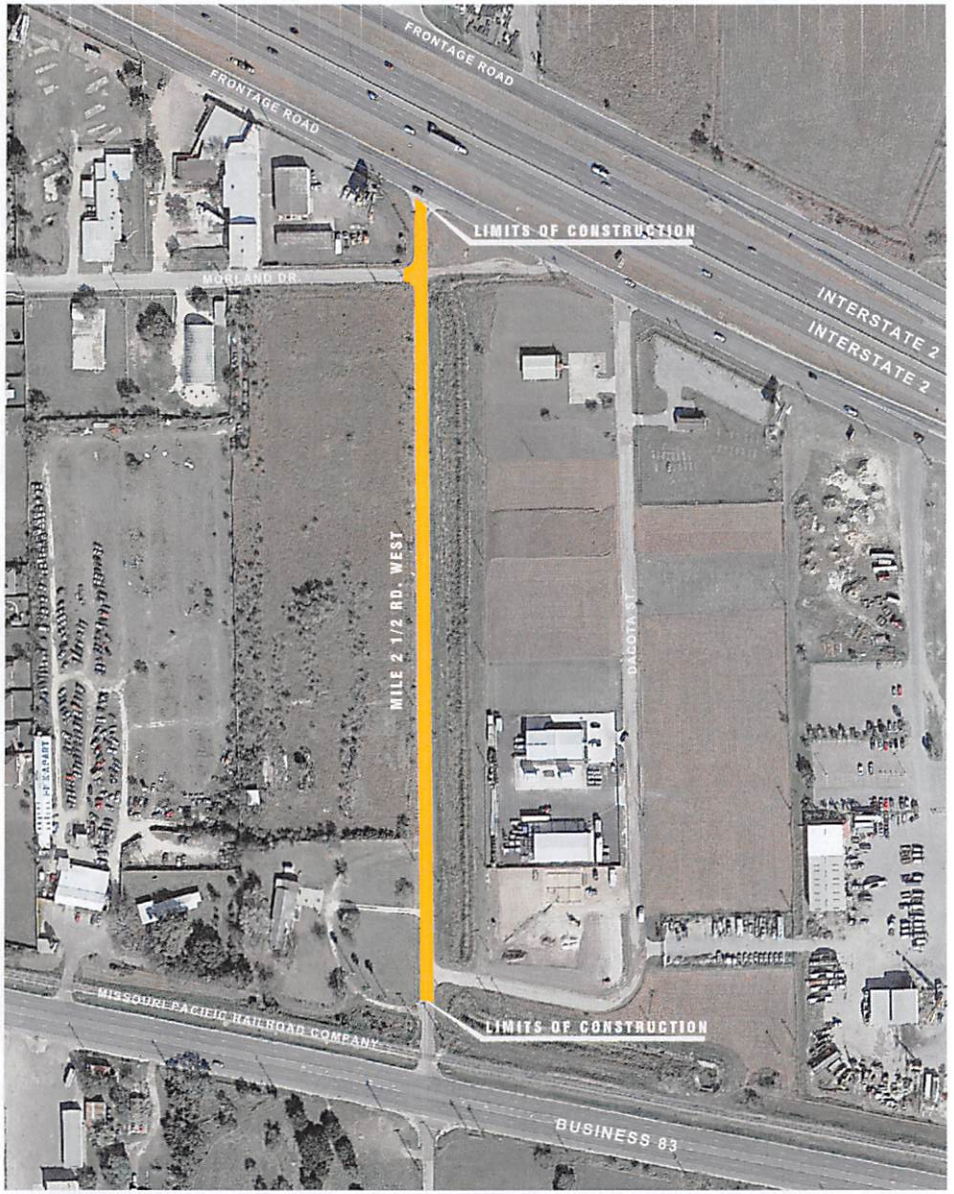
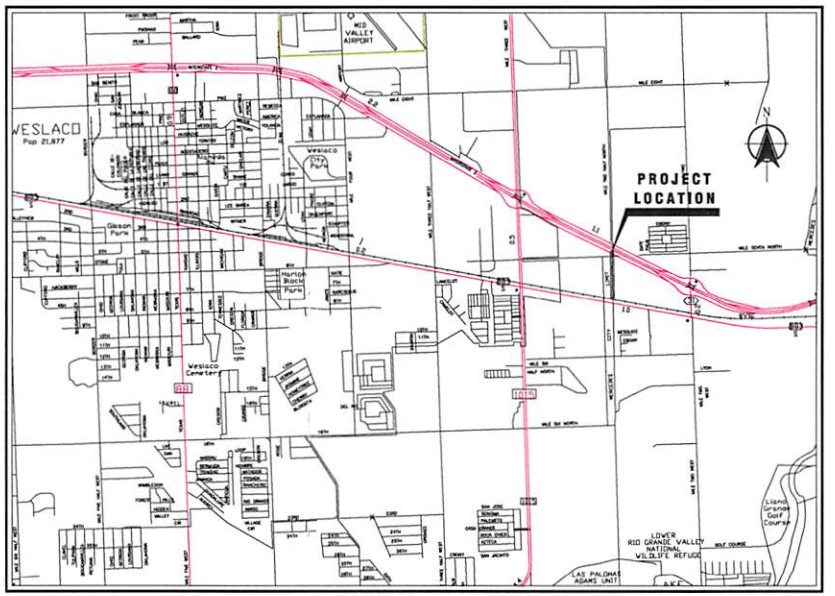
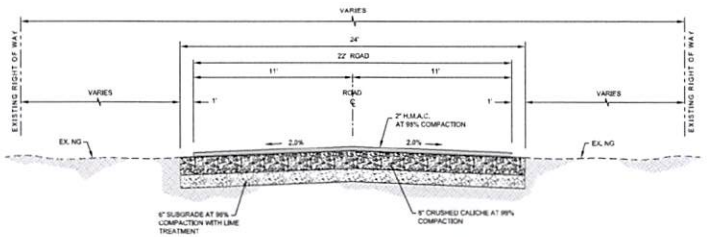


EXHIBIT A
PROJECT LAYOUT





VICINITY MAP
NOT TO SCALE



PROPOSED ROAD CROSS SECTION
NOT TO SCALE

ESTIMATED QUANTITIES

DESCRIPTION	UNITS	QUANTITY
2" HMAC W/TACK	TON	399
8" CALICHE BASE	TON	1,343

MILE 2 1/2 ROAD WEST STREET IMPROVEMENT

ENGINEERING DEPARTMENT
WESLACO, TEXAS

Note: This site plan is for illustrative purposes only. The locations of site furnishings and amenities, trails, landscaping, roads, etc. are subject for final design and approvals. It is not to be used for bidding, construction or permit purposes.

EXHIBIT B
COST ESTIMATE

Cost Estimate-Material
City of Weslaco
Mile 2 1/2 West Road
From I.H.-2 to U.S. Business 83

MATERIAL ONLY (1,440 LF)					
Item	Est. Qty	Unit	Item Description	Unit Price in Figures	Total Extension in Figures
1	399	Tons	2" HMAC (22' Section) x 1,360 ft Total Length	$72.05	$28,747.95
2	400	GAL	PRIME COAT (MC30 OIL)	$3.50	$1,400.00
3	1,343	Tons	8" Caliche	$15.00	$20,145.00
			Total:	$50,292.95	

ENGINEERING DEPARTMENT

AGENDA ITEM NO. 7.E.

Bids/Contracts

DATE: July 21, 2026
FROM: Frank J. Sanchez, Police Chief
ITEM: **Discussion and possible action to Consideration and Possible Action to approve the Interlocal Agreement between the City of Mercedes and Mercedes ISD for School Resource Officers for 2026-2026**

BACKGROUND INFORMATION: The City of Mercedes and the Mercedes Independent School District (MISD) seek approval for an Interlocal Agreement for Police Services for the **2026-2027** school year. This agreement establishes a collaborative effort between the City and MISD to enhance school safety and maintain a secure learning environment. Under this agreement, the City will provide five **(5)** certified police officers to serve on MISD campuses. These officers will perform a range of duties, including law enforcement, traffic enforcement, and participation in school activities, while ensuring compliance with all applicable laws and regulations. The agreement also outlines cost-sharing measures, where MISD will reimburse the City for officer salaries, fringe benefits, and other associated costs.
This agreement is authorized under Chapter 791 of the Texas Government Code, which permits local governments to contract for shared services. Additionally, Texas Education Code §37.081 grants MISD the authority to employ security personnel and peace officers to ensure school safety.
The primary objective of this agreement is to foster a cooperative approach to law enforcement within MISD, thereby ensuring the safety of students, staff, and visitors. This collaboration between the City and MISD is seen as a crucial step in addressing safety concerns and maintaining a secure educational environment.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):	**Account Number(s):**
$	01-522-1013 Regular - MISD 01-522-1083 Overtime - MISD

Finance Review by:

LEGAL REVIEW:

ATTACHMENTS:
1. doc11790620260715142309

2. MISD INTERLOCAL AGREEMENT FOR POLICE SERVICES FY26-27 MEMO

STAFF RECOMMENDATION: Approval of this Interlocal Agreement for Police Services is recommended as it aligns with the shared goal of promoting a safe and secure environment for students and staff within the Mercedes Independent School District. The agreement is a proactive measure to ensure the well-being of the community and strengthen the partnership between the City of Mercedes and MISD.

INTERLOCAL AGREEMENT
FOR POLICE SERVICES

This INTERLOCAL AGREEMENT FOR POLICE SERVICES (Agreement) is made by and between the City of Mercedes, Texas (Contractor) and the Mercedes Independent School District (Agency) on this the 1st day of September, 2026.

PREMISES

Whereas, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services, and

Whereas, the Texas Education Code §37.081 gives the Board of Trustees of AGENCY the power to employ security personnel and commissioned peace officers to carry out the effects of that Chapter, and

Whereas, the City of Mercedes, Texas is a Texas Municipality and Home Rule City as set forth in VTCA Government Codes §791.003 (4), and

Whereas, the Mercedes Independent School District is a Texas School District and local government entity as set forth in the VTCA Government Code §791.003, and

Whereas, the Mercedes Independent School District School Resource Officers and the City of Mercedes all have the authority to perform law enforcement actions within their respective jurisdictional areas, and

Whereas, the Parties are of the opinion that achieving the objectives of law enforcement, the protection of students, and maintenance of a safe learning environment within the Mercedes Independent School District can be facilitated by establishing a cooperative approach to law enforcement, and that the performance of this Agreement is in the common interest of both parties and that the division of cost fairly compensates the performing party for the services under this contract,

Whereas, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make the performance, or those payments from current revenues legally available to each party:

Now therefore, in consideration of the promises and mutual covenants herein contained, it as agreed, under the authority of Section 791.001-791.029 of the Texas Government code, as follows:

AGREEMENT

ARTICLE 1. STATEMENT OF WORK:

CONTRACTOR agrees to perform the following, in a good professional manner:

I. CONTRACTOR shall assign and provide to AGENCY'S campuses **Five (5)** Texas Certified Police Officers during the **2026-2027** school year in accordance with the dates set forth in Article 5 of this agreement. Specific campus and time assignments will be mutually agreed to by the Contractor and AGENCY. Time assignments are not limited to any time of day. CONTRACTOR agrees that officers may be assigned to sporting events or other extra-curricular activities.

II. CONTRACTOR will Assign contracted Police Offices to provide police presence on and around school campuses and all AGENCY property, including, without limitation, traffic enforcement and pedestrian crosswalk policing, etc. The Chief of Police shall assign the duties of each officer considering the safety of each student, school district employee, and non-school person.

III. CONTRACTOR shall ensure that assigned officers comply with all departmental policies and procedures, including but not limited to, city policies and state and federal statutes, procedures, and directives.

IV. Contracted Police Officers may execute investigative and arrest authority.

V. Contracted Police Officers shall function as Certified Peace Officers of the State of Texas and shall comply with all duties and obligations, which they have under state and federal law as licensed peace officers.

VI. CONTRACTOR will supply five (5) police vehicles as available.

VII. AGENCY agrees to pay overtime for additional officers for sporting events, parades, other extra-curricular activities that require more than the number of Contracted Police Officers.

ARTICLE 2. OBJECTIVES:

CONTRACTOR with the cooperation of the AGENCY is employed to carry out the purposes of Chapter 37, Texas Education Code, Safe Schools to include, but not limited to the following:

1. Provide a safe learning environment by fulfilling their obligations as licensed peace officer.

2. Serve as visible deterrent, through their presence and action as peace officers to reduce drug abuse, alcohol abuse and other crime amongst students.

3. Educate faculty in the following:
   - Identification of gangs and their effects
   - Identification of drugs and their effects
   - Training and preparation for safety measures; active shooter training(s)

4. Participate in other school activities and events when appropriate.

5. Report incidents (in writing) of a delinquent criminal nature to the campus Principal and the Chief of Police.

6. Take positive enforcement action as a law enforcement officer when confronted by a violation of Federal Law, State Law and any City Ordinance.

7. Promote and support organizational strategies of the district to address the causes and reduce the fear of crime and social disorder through problem solving tactics and their work as peace officers within the district.

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF AGENCY:

The AGENCY will provide the following to the CONTRACTOR:

1. Reimburse the City of Mercedes for all costs associated with Salaries and Fringe Benefits for the Contracted Peace Officers.
2. Will assign office space on campus.
3. Access to telephones.
4. Administrative and clerical support whenever possible from the campus and central office.
5. Supplies and materials within an approved budget
6. Costs associated with uniforms and training as needed to maintain school-based policing; and
7. Other support as requested.

ARTICLE 4. JURISDICTION AND SCOPE OF DUTIES OF EMPLOYED OFFICERS

The AGENCY hereby determines that the jurisdiction of any officer exercising the terms under this agreement shall include all territory, within the boundaries of the AGENCY and also all property outside the boundaries of the AGENCY that is owned, leased or rented by or otherwise under the control of the AGENCY. The AGENCY further determines that the Police Officers assigned under this agreement shall have the following powers:

I. All the powers, privileges and immunities as police officers when working as police officers for the AGENCY.

II. The powers to enforce all laws, including municipal ordinances, and state laws and may, in accordance with Chapter 52, Texas Family Code, take a juvenile into custody.

III. The power to enforce any and all laws of the State of Texas and the rules of the AGENCY which have a direct bearing on the safety and welfare of students within the AGENCY.

IV. The power, jurisdiction and lawful authority to provide police services under the terms of this agreement even if said police officers are off duty. However, nothing in this agreement shall require any Mercedes Police Officer to provide police services pursuant to this agreement if off duty.

V. With regards to the jurisdiction of police officers exercising their authority in areas owned, leased or rented by or otherwise under the control of the AGENCY not located within the city limits of the CONTRACTOR. Police Officers will exercise their authority and shall detain any juvenile or adult for the violations of state law and then contact the appropriate law enforcement agency having jurisdiction of the AGENCY School in question for the purpose of proceeding forward with the proper reporting and processing of cases to the Hidalgo County Juvenile Probation Department of the Hidalgo County District Attorney's Office for prosecution.

VI. Any other powers necessary to carry out the effects of Texas Education Code Chapter 37, particularly 37.081.

ARTICLE 5. TERMS AND DATES OF CONTRACT:

The period of performance of the agreement shall commence on the 1st day of September, 2026 and shall end on the 31st day of August, 2027. This is based on a regular City of Mercedes Police Officer work year. No cost will be incurred or charged on the agreement prior to the starting date or after the ending date. All days are payable based on eight (8) hour day terms.

ARTICLE 6. SUPPLEMENTAL DUTY PAY:

Agency agrees to pay supplemental duty pay for the services of any and all uniformed, sworn law enforcement personnel for the purposes of providing security and crowd control for athletic and special events sponsored by the Agency. Arrangements will be made between the Safe Schools Coordinator and/or the Athletic Director. The Contractor will provide the number of officers reasonably necessary as requested by the Agency for any such event subject to availability of officers. The Agency shall reimburse Contractor for the actual rate of pay Contractor expends and/or is responsible for compensating individual officer(s) for the time spent in providing Agency Supplemental Duty services.

ARTICLE 7. CONSIDERATION:

It is estimated that the total cost of the basic agreement (excluding supplemental duty pay) will not exceed $368,504.65 and the CONTRACTOR agrees to use its best effort to perform all work described for this estimated cost. If at any time it is determined by the CONTRACTOR that the total cost for performance of said work will be greater than the above estimated cost, then CONTRACTOR shall notify AGENCY of such excess cost, giving its revised estimate of the total cost. AGENCY is not obligated to pay any amount exceeding the estimated cost indicated in this section unless such amount is approved by AGENCY in writing before the cost is incurred nor is the CONTRACTOR obligated to perform any such work after such determination until approved of such excess amount.

Item	Qty	Unit Cost	Total
Certified Police Officers	5	$73,700.93 (annual salary including FICA/MED and fringe benefits)	$368,504.65
TOTAL			**$368,504.65**

Mercedes ISD (agrees to reimburse the City of Mercedes for costs associated with fuel, maintenance and/or repair of vehicles and equipment incurred during the time the Contracted Peace Officers are on duty for Mercedes ISD.

ARTICLE 8. PAYMENT:

Payment for services will be processed only when proper documentation has been provided for the AGENCY business office for payment. Proper business accounting will be utilized. CONTRACTOR shall bill AGENCY on a monthly basis and shall not bill AGENCY for a service period that exceeds thirty days (30) of service to AGENCY. Once proper documentation has been provided to the AGENCY, payment will be processed within 15 - 30 days.

ARTICLE 9. MEDIATION:

It is the policy of the State of Texas to encourage resolution of any disputes through alternative dispute resolution procedures such as non-binding mediation. Any dispute between the parties to this agreement, which is not resolved through informal discussion, may be submitted to a mutually acceptable mediation service or provider for non-binding mediation. The parties involved in the mediation shall equally share the costs of mediation. This paragraph does not preclude a party from seeking legal or equitable relief from a court of competent jurisdiction.

ARTICLE 10. VENUE AND JURISDICTION:

The parties acknowledge that exclusive jurisdiction and venue for any such action for breach of this agreement shall be Hidalgo County, Texas.

ARTICLE 11. MODIFICATION OF AGREEMENT:

This document constitutes the entire agreement between the AGENCY and CONTRACTOR and may be modified only by written agreement executed by both the AGENCY and CONTRACTOR.

ARTICLE 12. DUTIES:

Officers shall only be assigned duties by the AGENCY which are consistent with their existing obligations as licensed police officers under state law and which arise pursuant to their employment under Chapter 37, Texas Education Code (Exhibit C).

ARTICLE 13. NO WAIVER OF GOVERNMENTAL IMMUNITY:

Neither the AGENCY nor CONTRACTOR, via this contract, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Local Government Code. The fact that the AGENCY and the CONTRACTOR have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.

ARTICLE 14. CITY NOT LIABLE FOR ACTIONS DIRECTED BY DISTRICT:

CONTRACTOR shall not be liable to the AGENCY or to any third party for any act or omission Mercedes of any Mercedes Police Officer who is at the time acting under the direction of any officer, administrator or employee of the district.

CONTRACTOR:

City of Mercedes

Oscar D. Montoya
Mayor

Alberto Perez
City Manager

Francisco J. Sanchez
Chief of Police

Joselynn Castillo
City Secretary

AGENCY:

Mercedes Independent School District

Marcos J. Garcia IV
President, Mercedes I.S.D.
Board of Trustees

Dr. Alicia Noyola
Mercedes I.S.D. Interim Superintendent of Schools

MERCEDES POLICE DEPARTMENT

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

Francisco J. Sanchez
Chief of Police

MEMO

Date: July 15, 2026
From: Francisco J. Sanchez, Chief of Police
Item: Interlocal Agreement For Police Services Between The City of Mercedes And The Mercedes Independent School District

The City of Mercedes and the Mercedes Independent School District (MISD) seek approval for an Interlocal Agreement for Police Services for the 2026-2027 school year. This agreement establishes a collaborative effort between the City and MISD to enhance school safety and maintain a secure learning environment. Under this agreement, the City will provide five (5) certified police officers to serve on MISD campuses. These officers will perform a range of duties, including law enforcement, traffic enforcement, and participation in school activities, while ensuring compliance with all applicable laws and regulations. The agreement also outlines cost-sharing measures, where MISD will reimburse the City for officer salaries, fringe benefits, and other associated costs.

Background Information:

1. **Legal Authority:**
   - This agreement is authorized under Chapter 791 of the Texas Government Code, which permits local governments to contract for shared services. Additionally, Texas Education Code §37.081 grants MISD the authority to employ security personnel and peace officers to ensure school safety.
2. **Purpose:**
   - The primary objective of this agreement is to foster a cooperative approach to law enforcement within MISD, thereby ensuring the safety of students, staff, and visitors. This collaboration between the City and MISD is seen as a crucial step in addressing safety concerns and maintaining a secure educational environment.
3. **Key Provisions:**
   - **Assignment of Officers:** The City will assign five certified police officers to MISD campuses for the 2026-2027 school year. These officers will perform various duties, including law enforcement, traffic control, and participation in school activities. They will also serve as a visible deterrent to crime and educate faculty on safety measures.
   - **Cost Reimbursement:** MISD will reimburse the City for all costs associated with officer salaries, benefits, and other expenses. The estimated cost for the agreement is $368,504.65, and MISD will also cover fuel, maintenance, and other vehicle-related expenses.

MERCEDES POLICE DEPARTMENT

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

- **Supplemental Duty Pay:** MISD agrees to pay for additional officers needed for extracurricular activities, sporting events, and other special events.

4. **Jurisdiction and Authority:**
   - The agreement specifies the jurisdiction and authority of the assigned officers, ensuring they have the necessary powers to enforce laws and maintain safety within MISD properties, both within and outside the city limits.
5. **Duration and Terms:**
   - The agreement is set to commence on **September 1, 2026**, and will conclude on **August 31, 2027**. It also includes provisions for mediation in case of disputes and clarifies that neither party waives governmental immunity.

Recommendation:

Approval of this Interlocal Agreement for Police Services is recommended as it aligns with the shared goal of promoting a safe and secure environment for students and staff within the Mercedes Independent School District. The agreement is a proactive measure to ensure the well-being of the community and strengthen the partnership between the City of Mercedes and MISD.

Thank you for your time and consideration.

X

Francisco J. Sanchez
Chief of Police

AGENDA ITEM NO. 7.F.

Bids/Contracts

DATE: July 21, 2026
FROM: Joselynn Castillo, City Secretary
ITEM: **Discussion and possible action to Consideration and Possible Action to extend the contract with Waste Connections for Solid Waste until September 30, 2026**

BACKGROUND INFORMATION: The Commission voted to extend the Contract with Waste Connections until July 31, 2026 and to solicit requests for proposals. At this time, Staff is requesting an extension until September 30, 2026 to complete the bid specifications and go out for bids.
The Timeline of events are as follows:
Complete the bid specifications by July 31, 2026.
Post on the Website August 3, 2026.
Publish on the Monitor and Mercedes Enterprise on August 5, 2026 and August 12, 2026.
Bids will be due August 19, 2026 at 3:00 P.M.
Time frame for review of the bids would be August 19 through August 25, 2026.
Place on the agenda for selection, if any, on August 26, 2026.
City Commission Meeting will be September 1, 2026 to select and award a contract.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)
Proposed Expenditure/(Revenue): **Account Number(s):**
$ Pending bids

Finance Review by:

LEGAL REVIEW: Yes

ATTACHMENTS:
1. CONTRACT EXTENSION - Waste Connections 9-26

STAFF RECOMMENDATION: Recommend approval of extending the contract with Waste Connections until September 30, 2026.

CONTRACT EXTENSION #2026/07/21

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS, that the contract between the City of Mercedes, Texas and Waste Connections, Municipal Solid Waste Disposal (LEALCO, Inc.) was evaluated and contract renewals may be extended in accordance with the Mercedes City Charter, and

The City Commission hereby exercises the contract extension option for two months beginning August 1, 2026 and ending September 30, 2026 and that the Mayor or Mayor Pro-Tem is hereby authorized to execute this contract extension and to do all other acts necessary to carry said extension into effect.

PASSED, APPROVED, AND ADOPTED THIS THE 21ST DAY OF JULY, 2026.

_____
Oscar D. Montoya Sr., Mayor

ATTEST:

_____
Joselynn Castillo, City Secretary

MERCEDES CITY COMMISSION
REGULAR MEETING
JULY 7, 2026 – 6:30 PM
MERCEDES CITY HALL – COMMISSION CHAMBERS
400 S. OHIO AVE., MERCEDES, TX 78570

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

MEMBERS ABSENT:

STAFF PRESENT: Alberto Perez, City Manager
Martie Garcia Vela, City Attorney
Jonas Gonzalez, Assistant City Manager
Meredith Hernandez, Finance Director
Michael Rocha, I.T Director
Tom Villagomez, Public Works Director
Marisol Vidales, Library Director
Denisse Hernandez, Planning Director
Kristine Longoria, HR Director
Armando Villela, Parks Director

OTHERS PRESENT: Ruth Castaneda, Kayla Solis, Lt. Orlando Diaz

1. **Call Meeting to Order**
   Mayor Montoya called the meeting to order at 6:30 p.m.

2. **Establish Quorum**
   All members were present, constituting a full quorum.

3. **Invocation**
   Mayor Pro-Tem Saldana led the invocation.

4. **Pledge of Allegiance**
   Commissioner Rolando Garcia led the Pledge of Allegiance.

5. **Open Forum**
   There were no individuals signed up to speak during Open Forum.

   Mayor Pro-Tem Saldana made a motion to move Items 10A and 10B ahead on the agenda. Commissioner Martinez seconded the motion. Upon a called vote, the motion passed unanimously.

The Mayor proceeded with the agenda as amended.

6. Presentation

a. Presentation by Montalvo (Worker's Comp Insurance) regarding dividends check

The City Manager requested that the item be postponed to the next City Commission meeting, as the Montalvos were unable to attend due to a last-minute conflict. He stated that he would like the Montalvos to be present to provide the background information and discuss the item.

7. Consent Agenda

a. Approval of Minutes for Meeting(s) held June 16, 2026

Commissioner Martinez made a motion to approve the consent agenda items and to forgo the reading of Items 7A and 7B. Commissioner Armando Garcia seconded the motion. Upon a called vote, the motion passed unanimously.

b. Second and Final Reading of Ordinance 2026-15 Establishing the Capital Improvements Advisory Committee

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

a. Consideration and Possible Action on Memorandum of Understanding with South Texas ISD to designate a Drop-off and Pick-up location at HEB park

Commissioner Martinez made a motion to approve discussion. Commissioner Rolando Garcia seconded the motion.

During discussion, Commissioner Martinez asked clarification from Mr. Villela, confirming that the request was to allow the Civic Center to be used as a designated student pick-up and drop-off location and that the City would not assume liability for any accidents occurring in connection with its use. Mr. Villela responded that the application had been submitted to the City Attorney for legal review prior to being placed on the agenda. Upon a called vote, the motion passed unanimously.

b. Public Hearing regarding Rezone Request for Lot 4 & Lot 5 Block 104 Campacuas Addn 2 Irrg Trs

Commissioner Martinez made a motion to open the public hearing. Mayor Montoya opened the public hearing at 6:40 p.m. for a period of two minutes.

No individuals spoke during the public hearing. Mayor Montoya closed the public hearing at 6:42 p.m.

9. Ordinances/Resolutions

a. Consideration and Action on First Reading of Ordinance 2026-16 to Rezone Lot 4 & Lot 5 Block 104 Campacuas Addn 2 Irrg Trs

Commissioner Martinez made a motion to approve. Commissioner Armando Garcia

seconded the motion. Upon a called vote, the motion passed unanimously.

b. Consideration and Possible Action on Resolution 2026-33 for Texas Parks and Wildlife Local Parks Grant

Commissioner Martinez reported that he, Commissioner Armando Garcia, Parks Director Armando Villela, Diego Saenz, and the City Manager met to discuss applying for a Texas Parks and Wildlife Grant. The grant provides $250,000 up to $500,000 and would fund improvements at H-E-B Park. Parks Director Armando Villela explained that the grant application is due in August and would support the improvements previously presented to the Commission, including accessible sidewalks, solar lighting along the trail, an inclusive playground, parking lot improvements, and, if funding allows, the reconstruction of the basketball courts. He noted that the required resolution authorizing the grant application was being presented to the Commission as part of the application process. Mr. Villela added that engineering cost estimates are being finalized to complete the budget portion of the application. Commissioner Martinez emphasized that the proposed improvements represent the first phase of enhancements to H-E-B Park, recognizing that other city parks also require upgrades but that H-E-B Park has been identified as the priority due to its role as a primary recreational destination. Commissioner Martinez asked Mr. Diego Saenz whether there were any outstanding issues that could affect the grant application. Mr. Saenz responded that, aside from the required resolution, there were no pending issues. He stated that staff is finalizing the project budget and supporting documentation before submitting the application. Commissioner Martinez requested a progress update at the next Commission meeting. Commissioner Martinez made a motion to approve the resolution. Commissioner Armando Garcia seconded the motion. Upon a called vote, the motion carried unanimously.

10. Bids/Contracts

a. Discussion and Possible Action to select or reject a bid for the 2018 GLO South Mercedes Lateral Project and approve the contract

The City Manager recommended rejecting the bids received for the 2018 GLO South Mercedes Lateral Project, with consideration of entering into a Memorandum of Understanding with the county under Item 10B. Commissioner Martinez made a motion to reject the bids for Item 10A. Mayor Pro-Tem Saldana seconded the motion. Mayor Pro-Tem Saldana explained that the recommendation to reject the bids was based on the opportunity to complete the project at a lower cost through the proposed agreement under Item 10B. Upon a called vote, the motion passed.

b. Discussion and Possible Action to enter into a Memorandum of Understanding or Agreement with Hidalgo County Drainage District #1 for the 2018 GLO South Mercedes Lateral Project

Mayor Montoya explained that the proposed Memorandum of Understanding would not require the project to be rebid, which was the reason for recommending rejection of the bids under Item 10A. Mr. Sesin gave a presentation on behalf of Commissioner David Fuentes regarding the proposed memorandum of understanding. He explained that the required level of effort was prepared and submitted prior to any bids being opened and was based solely on the anticipated scope of work to be performed by the Drainage District. He

emphasized that the proposed agreement was not influenced by the bids received. Mr. Senecin also noted that Mr. Saldua and Mr. Jaime Salazar prepared the level of effort based on their team's experience performing similar projects for other municipalities in the region. The goal of the agreement is to provide quality service to the community while maximizing available funding for additional infrastructure improvements. He further stated that the MOU agreement would be formally submitted to the City Manager and City Attorney for review. Commissioner Martinez made a motion to approve Item 10B. Commissioner Armando Garcia seconded the motion. Upon a called vote, the motion passed unanimously.

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)

Mayor Montoya called for an Executive Session. Commissioner Martinez made a motion to approve entering into Executive Session. Commissioner Rolando Garcia seconded the motion. Upon a called vote, the motion passed unanimously. The City Commission entered into Executive Session at 6:48 p.m.

a. Discussion with City Manager regarding personnel matters - Section 551.074

b. Consultation with Attorney regarding update on litigation - Section 551.071

c. Consultation with Attorney regarding Project Updates - Section 551.087

d. Consultation with legal counsel regarding participation in the National PFAS Phase 2 Settlement Program, review of eligibility status, authorization to collect and submit required system information, and preservation of all rights available under the court-approved PFAS settlements before July 31, 2026 deadline - Section 551.071

12. Open Session

Mayor Montoya opened session to the regular meeting of the Executive Session at 8:23 p.m.

a. Possible Action pertaining to executive session item A

No action was taken on Item 12A.

b. Possible Action pertaining to executive session item B

No action was taken on Item 12B.

c. Possible Action pertaining to executive session item C

No action was taken on Item 12C.

d. Discussion and possible action regarding approval of legal services agreement to assist City to participate in the National PFAS Phase 2 Settlement Program, review of eligibility status, authorization to collect and submit required system information, and preservation of all rights available under the court-approved PFAS settlements before the July 31, 2026 deadline

Mayor Pro-Tem Ruben Saldana made a motion to refer the City's participation in the litigation settlement program to legal counsel for review and determination of the City's specific role and the terms of the settlement agreement. Commissioner Martinez seconded

the motion. Upon a called vote, the motion carried unanimously.

13. Adjournment

Commissioner Martinez made a motion to adjourn the meeting. Commissioner Armando Garcia seconded the motion. Upon a called vote, the motion passed unanimously. Mayor Montoya adjourned the meeting at **8:24 p.m.**

[MIN_SIGNATURES]

ORDINANCE NO. 2026-16

AN ORDINANCE CHANGING THE CLASSIFICATION FOR ZONING PURPOSES OF THE FOLLOWING TRACT OF LAND: BEING 0.043AC LOT 4 & W3.53AC LOT 5, BLOCK 104, CAMPACUAS ADDN 2 IRR TRS (3.57 ACRES), FROM CLASS "A" BUSINESS DISTRICT TO CLASS "B" BUSINESS DISTRICT; PROVIDING FOR A SAVINGS AND REPEAL CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on the 1st day of June, 2026 a public hearing was held for the purpose of hearing any objections as to why: **BEING 0.043AC LOT 4 & W3.53AC LOT 5, BLOCK 104, CAMPACUAS ADDN 2 IRR TRS (3.57 ACRES),** Mercedes, Hidalgo County, Texas, should be rezoned and classified as follows: from a Class "A" Business District to Class "B" Business District.

WHEREAS, the City Commission at its Regular Meeting of June 16th, 2026, 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: BEING 0.043AC LOT 4 & W3.53AC LOT 5, BLOCK 104, CAMPACUAS ADDN 2 IRR TRS (3.57 ACRES) Mercedes, Hidalgo County, Texas, should be rezoned and classified as follows: from a Class "A" Business District to Class "B" Business 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 7TH DAY OF JULY, 2026.

PASSED, APPROVED AND ADOPTED ON SECOND READING THIS THE 21ST DAY OF JULY, 2026.

CITY OF MERCEDES

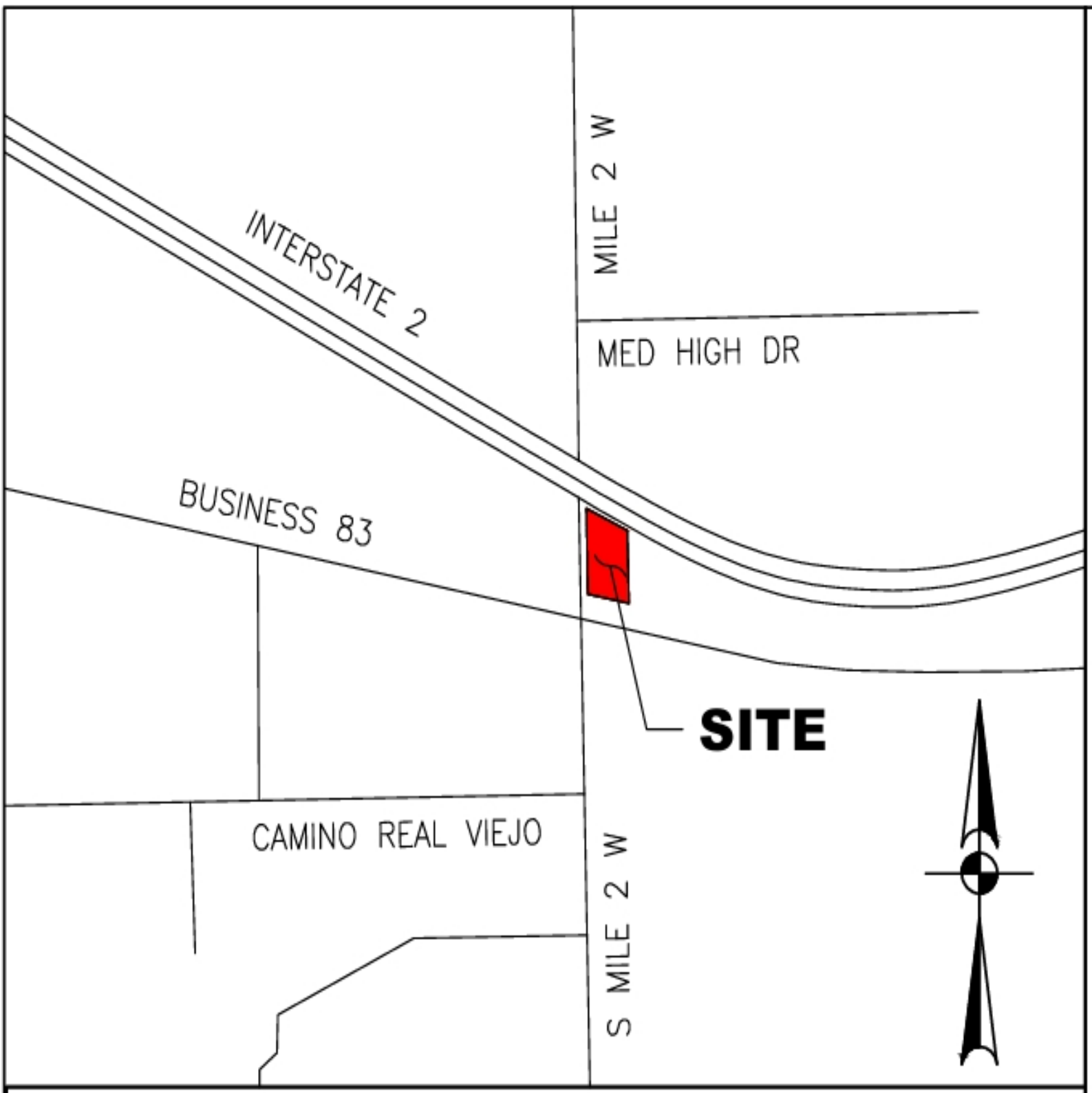
Oscar D. Montoya, Sr., Mayor

ATTEST:

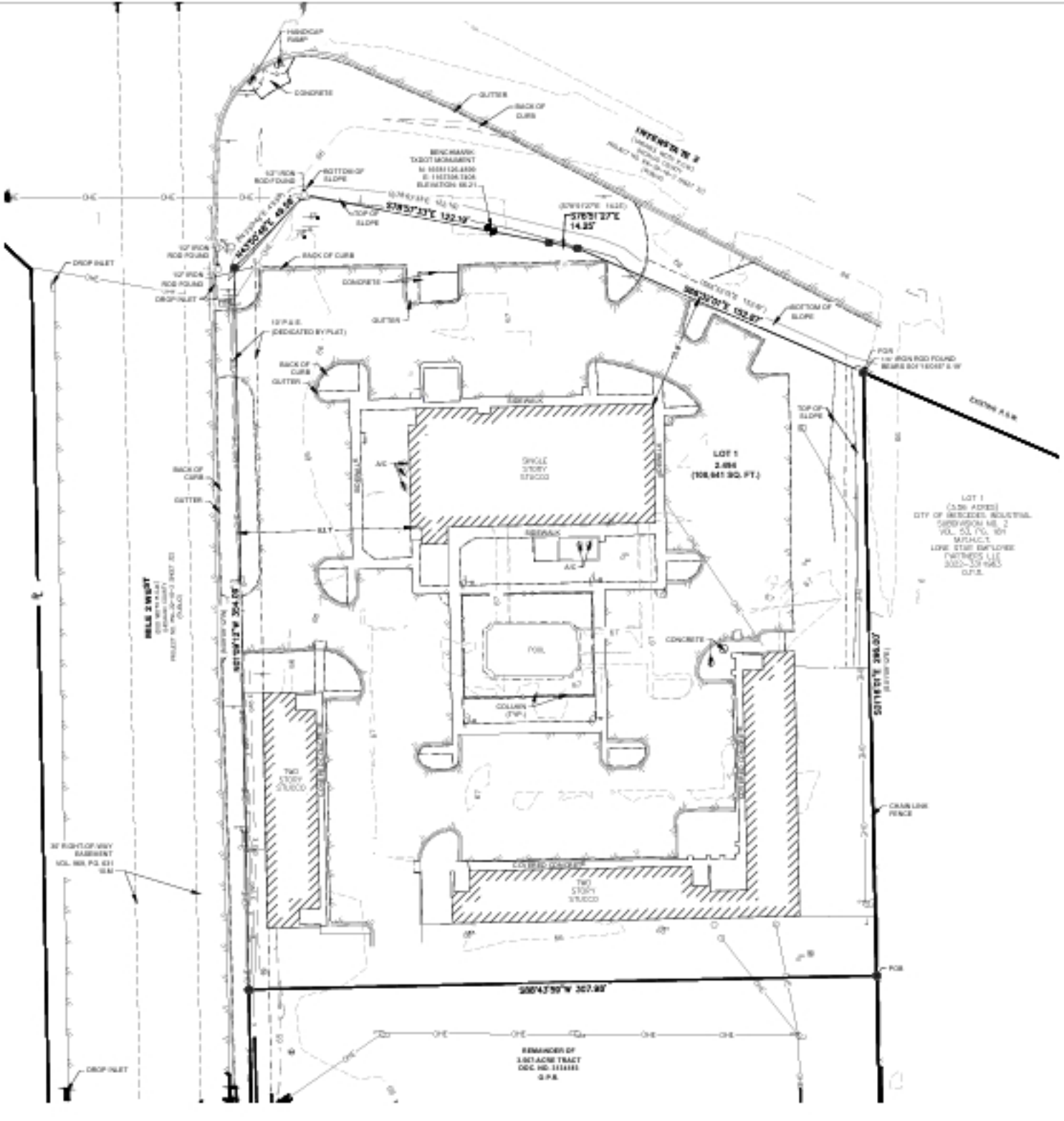
Joselynn Castillo
City Secretary

APPROVED AS TO FORM:

Martie Garcia Vela
City Attorney



VICINITY MAP
NOT TO SCALE


LOT 1
2.486
(108,641 SQ. FT.)
SINGLE STORY STUCCO
TWO STORY STUCCO
TWO STORY STUCCO
POOL
CONCRETE
RETAINING WALL
SIDEWALK
A/C
TOP OF SLOPE
BOTTOM OF SLOPE
BACK OF CURB
GUTTER
CONCRETE
DROP INLET
HANDICAP RAMP
BENCHMARK
TXDOT MONUMENT
ELEVATION: 88.21'
S76°51'27"E 152.19'
S76°51'27"E 14.85'
S13°08'33"W 152.87'
S01°15'51"E 286.07'
S88°43'59"W 307.88'
POB
POR
EXISTING R.O.W.
CHAIN LINK FENCE
30' RIGHT-OF-WAY EASEMENT
VOL. 969, PG. 631
D.R.H.C.
REMAINDER OF
3.667-ACRE TRACT
DOC. NO. 2222222
O.P.R.
LOT 1
(3.39 ACRES)
CITY OF MESQUITE INDUSTRIAL
SUBDIVISION NO. 2
VOL. 63, PG. 101
M.R.H.C.T.
LONE STAR EMPLOYEE
PARTNERS LLC
2022-339165
O.P.R.

AGENDA ITEM NO. 8.C.

Consent Agenda

DATE: July 21, 2026
FROM: Joselynn Castillo, City Secretary
ITEM: **Discussion and possible action to Approval of list of items for Auction 2026**

BACKGROUND INFORMATION: Staff has been in contact with Galindo Auctions to host the City's annual auction. The scheduled auction date is Saturday, August 22, 2026. At this time we are seeking approval to send the items listed to the auction and any other items that may be added after the approval until auction day.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)
Proposed Expenditure/(Revenue): **Account Number(s):**
$

Finance Review by:

LEGAL REVIEW:

ATTACHMENTS:
1. Auction List 2026
2. 24 - Mercedes Police Department- Auction Inventory
3. Vehicels for Auction 2026

STAFF RECOMMENDATION: Approval to send the items listed to auction and authorize the city manager to approve items for auction until auction day.

Description	Dept.
Alliance Laundry System UniMac Washer	FD
Bumper Pool Table	Rec
Bumper Pool Table	Rec
Storage Cabinet	Parks
End Table	Parks
Coffee Table	Parks
Rectangle Table	Parks
Rectangle Table	Conference Room
Small Concept Cabinet with Doors	Conference Room
9 Green Conference Chairs	Conference Room
Christmas Reef	Storage CH
Dell Laptop Latitude 14 Rugged 5414	IT
Double Wide Storage Cabinet	IT
AOC LCD Monitor (6654)	IT
Dell Computer Monitor (5698)	IT
Dell Computer Monitor (5282)	IT
Dell Optiplex 7010 Computer (5700)	IT
Dell Precision 1650 Computer (6661)	IT
Dell Vostro Computer (6657)	IT
Dell Optiplex 7010 Computer (6658)	IT
Dell Optiplex 7010 Computer (6651)	IT
Scanner	Planning
PD Inventory List for Auction	PD

Mercedes Police Department- AUCTION INVENTORY

General Dynamics Patrol Computers (1)

Tool Box

Flat Panel Dismount- Kensington

Dell Keyboard

Dell Mouse

Logitech Mouse

HDMI Cable

Chair Pillow-blue

Pelonis mini fan

Metal Desk Tray with Dividers

Flag Pole Stand

Dell Monitor

Leg Cover for wheeled stand

Dell Key Board

Metal Squared Sticks

Wall electric switch with wire

American Cross blankets

Round Honeywell fan

Dell Wireless Mouse

Bandec Stands

Stream light charger

Black Round Poles

Box 1

OptiPlex 3010 CPV

Lacrosse Raining Boots

Computer black cords

Dell keyboard

Dell Mouse

Red Nike shoes

AT&T Hat

Copy Stars- CD Burner

Green Flag Carrier

Computer Speaker

Black Bag

Amazon Speaker

Box 2

White Multiple Connections Cord

Yellow Ethernet Wire

Wall Clock

Land line phone

Dell key boards

WatchGuard Body Camera

Gray Cord

Ethernet Modem- Intellinet

Dell computer speaker

Night Owl Console

Speco Technologies Console

Logitech Mouse

Radio Communications Radio Charger

Flat Head Screwdriver

Big Square Charger

Harman Speakers

Dell Computer Speakers

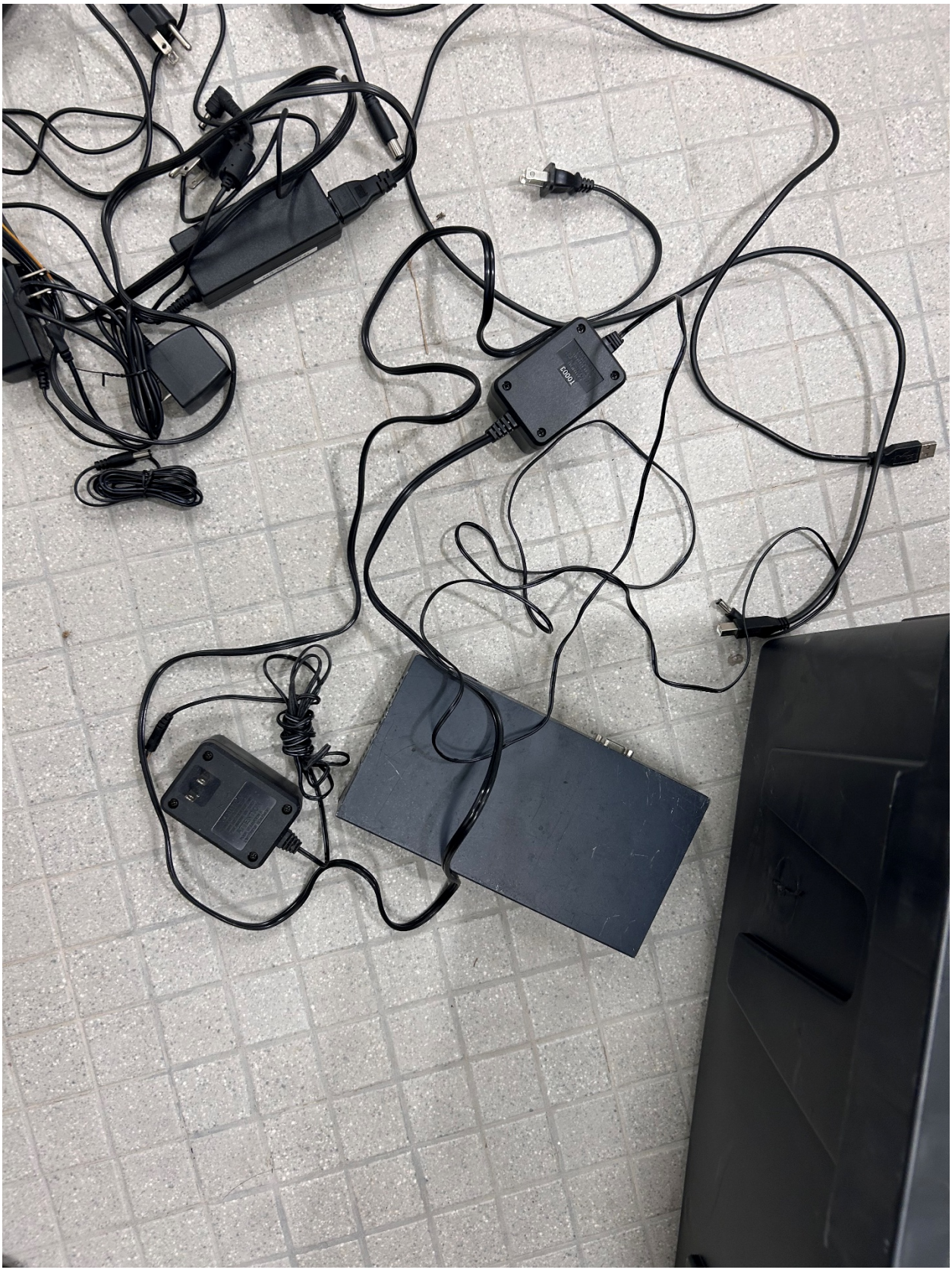
Computer Charges

Light Bars

SAMSUNG

Col 6
LR
12.04.2019
Honeywell

NEED HELP?
NIGHT OWL



Esc
F1
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F8
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Shift
Ctrl
Alt
Insert
Home
Page Up
Delete
End
Page Down
Print Scrn SysRq
Scroll Lock
Pause Break
Num Lock
Enter
Del
Ins
PgDn
PgUp
DELL

NiCd
NiMH
Li-Ion
TAIT
radio
communications

Disposable Face Mask
Disposable Face Mask
Disposable Face Mask
universal one

GENERAL DYNAMICS
YOUR INK EXPERT
GD6000
GENERAL DYNAMICS

USB
POWER
HDD
speco technologies

Year	Make Model	VIN	Fund Source	Dept
2008	Chevy AVEO	KL1TD66628B061728	PD Seized Vehicle	C-1325-23-D
2016	Chevy Tahoe	1GNSCBKC4GR313665	DEA Seized Vehicles	C-2240-25-C
2013	Volkswagen Jetta	3VW2K7AJ2DM229394	DEA Seized Vehicles	C-0646-26-I
2015	Ford Taurus	1FAHP2E84FG116073	General Fund	PD
2019	Chevy Tahoe	1GNLCDEC7KR395508	General Fund	PD
2014	Chevy Caprice	6G3NS5V28EL934974	General Fund	PW
2010	Ford Crown Victoria	2FABP7BVX3X102829	General Fund	PW
2011	Ford Crown Victoria	2FBAP7BV4X119105	General Fund	PW
2014	Chevy Malibu	1G11A5SL6EF255626	General Fund	FD
2008	Dodge Durango	1D8HD38N58F130567	General Fund	IT

CITY OF MERCEDES

BUDGET AMENDMENT

(Finance Use Only)

FUND: 1

BUDGET AMENDMENT#

DEPARTMENT: **BUILDING MAIN**

DATE POSTED: 7/9/2026

Fund	G/L ACCT#	DESCRIPTION	Approved Budget	(Decrease)	Add	Amended Budget
01	530-2500	AIR CONDITIONING	118,000.00	(99,485.76)		18,514.24
01	530-2506	BM-CITY HALL	6,335.00		9,187.47	15,522.47
01	530-2507	BM-LIBRARY	2,840.00		4,121.28	6,961.28
01	530-2509	BM-FIRE	5,461.00		11,881.67	17,342.67
01	530-2510	BM-REC/DOME	4,150.00		7,488.74	11,638.74
01	530-2511	BM-PARKS	5,461.00		1,899.44	7,360.44
01	530-2513	BM-PW	7,209.00		6,703.53	13,912.53
01	530-2514	BM-FUEL	-		2,663.63	2,663.63
01	530-4010	CAPITAL OUTLAY	142,500.00		55,540.00	198,040.00
						-

Justification/Explanation for change:

BUDGET AMENDMENT TO COVER THE OVER-BUDGET ACCOUNTS AND TO HAVE FUNDS UNTIL THE NEW FY

Dept Head Requesting change

Finance Dept

Approved:

City Manager

Mayor

AGENDA ITEM NO. 9.A.

Ordinances/Resolutions

DATE: July 21, 2026
FROM: Denisse Hernandez, Planning Director
ITEM: **Discussion and possible action to First Reading of Ordinance 2026-17, amending Chapter 3 "Building Regulations", to add Section 3.12 "Residential Backup Power Systems"**

BACKGROUND INFORMATION: Background

The Texas Legislature enacted Senate Bill 1202, which requires municipalities to accept qualified third-party reviews and inspections for certain residential backup power systems. To ensure compliance with state law while maintaining proper administrative oversight of city permits, the City Commission is amending the building regulations and master fee schedule. This ordinance successfully passed its first reading on July 7, 2026, and is scheduled for its second reading on July 21, 2026.

Ordinance Overview

If adopted, this ordinance adds Section 3.12, "Residential Backup Power Systems," to Chapter 3 of the Code of Ordinances. Key provisions include:

- Permit Requirements: Establishes standards for permitting residential backup power systems, including standby generators, solar energy systems with battery storage, and transfer switches. All installations must comply with the adopted International Residential Code, National Electrical Code, Fire Code, and state law.
- Third-Party Inspections: Formally allows applicants to utilize qualified third-party professionals for plan reviews and inspections. The City will accept their certifications and reports while continuing to conduct administrative reviews to verify compliance and issue final approvals.
- Administrative Authority: Authorizes the Building Official to develop and publish the necessary administrative guidelines, forms, and submission standards to implement this section.
- Fee Schedule Amendment: Creates a flat $100.00 Administrative Processing Fee for projects utilizing qualified third-party services. This fee covers permit intake, record management, and certificate processing. When a qualified third party is used, the City will not charge separate plan review or inspection fees.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)
Proposed Expenditure/(Revenue): **Account Number(s):**
$

Finance Review by: Not Applicable

LEGAL REVIEW:

ATTACHMENTS:
1. ORDINANCE NO SEC. 3.12 RESIDENTIAL BACKUP POWER SYSTEMS.

STAFF RECOMMENDATION: The Planning Department has recently seen a significant increase in inquiries from residents and contractors regarding the installation of residential backup power systems, such as solar batteries and standby generators. Staff recommends adopting this ordinance to be proactive and fully prepared for this growing demand. Establishing these standardized procedures now will streamline the workflow, provide clear expectations for third-party engineering firms, and ensure the City handles these incoming requests efficiently while remaining fully compliant with state law.

ORDINANCE NO. 2026-17

AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS, AMENDING CHAPTER 3, BUILDING REGULATIONS, OF THE CODE OF ORDINANCES TO ESTABLISH PROCEDURES FOR RESIDENTIAL BACKUP POWER SYSTEMS AND THIRD-PARTY PLAN REVIEW AND INSPECTION SERVICES; AMENDING THE MASTER FEE SCHEDULE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Texas Legislature enacted Senate Bill 1202 requiring municipalities to accept qualified third-party reviews and inspections for certain residential backup power systems; and

WHEREAS, the City Commission finds it necessary to amend the City's building regulations and fee schedule to ensure compliance with state law while maintaining administrative oversight of permits issued within the City;

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

Chapter 3, Building Regulations, is hereby amended by adding Section 3.12, Residential Backup Power Systems, to read as follows:

SEC. 3.12 RESIDENTIAL BACKUP POWER SYSTEMS.

SECTION I. PURPOSE.

The purpose of this section is to establish standards and procedures for permitting residential backup power systems, including standby generators, battery energy storage systems, solar energy systems with battery storage, transfer switches, associated electrical equipment, and related installations.

SECTION II. RESIDENTIAL BACKUP POWER SYSTEMS.

A. Applicable Codes. All residential backup power systems shall comply with:
    1. The currently adopted International Residential Code;
    2. The currently adopted National Electrical Code;
    3. The City's adopted Fire Code;
    4. Manufacturer installation requirements;
    5. Applicable utility requirements; and
    6. All applicable provisions of Texas law.

B. Permit Required.
    1. A permit shall be obtained from the City prior to installation of any residential backup power system.

C. Third-Party Review and Inspection.
    1. When authorized by state law, an applicant may elect to utilize a qualified third-party reviewer and inspector for plan review and inspection services associated with a residential backup power system.
    2. The City shall accept documentation, certifications, reports, and inspections prepared by qualified third-party reviewers meeting the requirements established

by state law.

D. City's Administrative Review. When a qualified third-party review and inspection is submitted, the City shall:
    1. Verify permit application completeness;
    2. Confirm submission of required third-party documentation;
    3. Verify compliance with adopted codes and published standards;
    4. Issue permits and maintain records;
    5. Issue final approval upon receipt of required certifications.
E. Utility Meter Release.
    1. The Building Official is authorized to notify the applicable utility provider to release, restore, or reconnect power upon receipt of a passing electrical inspection report from a qualified third-party, prior to the submission of the final comprehensive Certificate of Completion for the entire system.
F. Published Standards.
    1. The Building Official shall maintain and publish administrative guidelines, application requirements, approved forms, and submission standards applicable to residential backup power permits.
G. Authority of Building Official.
    1. The Building Official is authorized to develop administrative procedures, forms, affidavits, checklists, and documentation requirements necessary to implement this section.

SECTION III. FEE SCHEDULE.

A. Residential Backup Power Systems
    a. City Review and Inspection: Fee calculated in accordance with the City's adopted permit fee schedule.
    b. Qualified Third-Party Review and Inspection: Administrative Processing Fee: $100.00
B. The Administrative Processing Fee shall include permit intake, record management, permit issuance, documentation review, certificate processing, and permanent record retention.
C. No separate plan review fee or inspection fee shall be charged when qualified third-party review and inspection services are utilized in accordance with this ordinance and applicable state law.

2. SEVERABILITY PROVISION

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

3. CUMULATIVE PROVISION

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

4. PUBLICATION DATE

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

READ, DISCUSSED, AND APPROVED ON THIS THE 21ST DAY OF JULY IN THE YEAR OF OUR LORD, 2026.

1st Reading: July 21, 2026
2nd Reading: August 3, 2026

CITY OF MERCEDES:

_____
Oscar D. Montoya, Mayor

ATTEST:

_____
Joselynn Castillo
City Secretary

APPROVED AS TO FORM:

_____
Martie Garcia Vela
City Attorney

AGENDA ITEM NO. 9.B.

Ordinances/Resolutions

DATE: July 21, 2026
FROM:
ITEM: **Discussion and possible action to First Reading of Ordinance 2026-18 abandoning and releasing a five-foot portion of a Public Utility Easement within the Summer Breeze Subdivision**

BACKGROUND INFORMATION: Background & Ordinance Overview

A property developer within the Summer Breeze Subdivision has requested that the City abandon a five-foot (5') section of an existing fifteen-foot (15') rear Public Utility Easement affecting Lots 1 through 57. If approved, this ordinance will officially vacate that five-foot strip while leaving the remaining ten-foot (10') utility easement fully intact and in force.

The City has reviewed this request and determined that the specified five-foot portion is no longer necessary for municipal utility purposes. To ensure no existing infrastructure would be impacted, the developer secured and provided formal clearance letters from the following utility and drainage entities:

- Charter Communications (Spectrum): Confirmed they have no issues with releasing the 5-foot section.
- Hidalgo County Drainage District No. 1 (HCDD1): Concluded no utility conflict exists and has no objection to the request.
- AEP Texas Inc: Confirmed they have no interest and relinquish rights to future distribution use of the 5-foot area.
- Hidalgo & Cameron Counties Irrigation District #9 (HCCID #9): Confirmed they have no existing facilities across the subject property.

Finally, the ordinance authorizes the Mayor to execute the official Release of Easement documents so they can be recorded with Hidalgo County.

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 SUMMER BREEZE EASEMENT RELEASE
2. SUMMER BREEZE PLAT
3. ABANDONMENT OF NON-AEP UE - SUMMER BREEZE SUBD SIGNED
4. Letter of of encroachment SPECTRUM
5. 2026_06-22 Summer Breeze Lots 1-57 Abandon Release of Utility Easement
6. District Facilities - Summer Breeze Sub
7. Carta Summer Breeze lotes 1 al 57
8. District Facilities - Lot 3 Summer Breeze Sub

STAFF RECOMMENDATION: Staff and all relevant franchise utility providers have thoroughly reviewed this request. Because the necessary entities (AEP, Spectrum, HCDD1, and HCCID #9) have provided written letters consenting to the release, and the remaining ten-foot easement is sufficient for infrastructure needs, the City Commission has determined that abandoning this five-foot section will not impair public health, safety, welfare, access, or utility service. Approving this ordinance allows the City to assist the property owner with their land use needs without negatively impacting current or future utility infrastructure.

ORDINANCE NO. 2026-18

AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS, ABANDONING AND RELEASING A FIVE-FOOT (5') PORTION OF AN EXISTING FIFTEEN-FOOT (15') PUBLIC UTILITY EASEMENT LOCATED WITHIN SUMMER BREEZE SUBDIVISION; FINDING THAT THE FIVE-FOOT PORTION OF THE EASEMENT IS NO LONGER NECESSARY FOR PUBLIC PURPOSES; AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF EASEMENT; PROVIDING FOR RECORDING; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mercedes is the holder of certain rights in a fifteen-foot (15') Public Utility Easement dedicated by plat recorded in Document No. 2024-3549454 of the Plat Records of Hidalgo County, Texas; and

WHEREAS, the property owner has requested that the City abandon and release a portion of said easement consisting of exactly five (5) feet in width, leaving a ten-foot (10') utility easement intact, as more particularly described in Exhibit "A" and depicted in Exhibit "B", attached hereto; and

WHEREAS, the City has reviewed the request and determined that the specified five-foot (5') portion of the subject easement is no longer necessary for municipal utility purposes; and

WHEREAS, all utility providers having facilities or potential interests within the easement have reviewed the request and have either: certified that they have no facilities within the five-foot (5') area to be abandoned, consented to the partial abandonment, or required replacement easements that have already been provided; and

WHEREAS, the City Commission finds that abandoning this five-foot (5') portion of the easement will not impair public health, safety, welfare, access, or utility service and is in the public interest.

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

SECTION I. PURPOSE.

The City of Mercedes hereby abandons, vacates, and releases all of its right, title, and interest in and to the five-foot (5') portion of the existing fifteen-foot (15') Public Utility Easement described in Exhibit "A" and depicted in Exhibit "B."

The remaining ten-foot (10') Public Utility Easement shall remain in full force and effect.

SECTION II. AUTHORITY.

The Mayor is hereby authorized to execute, and the City Secretary to attest, any Release of Easement, Quitclaim Deed, or other documents necessary to accomplish the abandonment authorized herein.

SECTION III. CONDITIONS OF RELEASE.

This partial abandonment is expressly conditioned upon the following: all affected utility providers have submitted written releases or letters of no objection; any required replacement easements have been executed and accepted by the City prior to recording; the abandonment shall not affect any existing easements not specifically described herein, including the remaining ten feet (10') of the original easement; and any utilities inadvertently discovered within the abandoned area shall remain subject to applicable law until relocated or otherwise addressed.

SECTION IV. RECORDING.

Following execution, the City Secretary shall cause the Release of Easement and this Ordinance, if appropriate, to be recorded in the Official Public Records of Hidalgo County, Texas.

2. SEVERABILITY PROVISION

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

3. CUMULATIVE PROVISION

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

4. PUBLICATION DATE

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

READ, DISCUSSED, AND APPROVED ON THIS THE 21TH DAY OF JULY IN THE YEAR OF OUR LORD, 2026.

1st Reading: July 21, 2026

2nd Reading: August 4, 2026

CITY OF MERCEDES:

_____

Oscar D. Montoya, Mayor

ATTEST:

Joselynn Castillo
City Secretary

APPROVED AS TO FORM:

Martie Garcia Vela
City Attorney

THE STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE **SUMMER BREEZE SUBDIVISION** TO THE **CITY OF MERCEDES**, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH I (WE) WILL CAUSE TO BE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE **CITY OF MERCEDES**, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE **CITY OF MERCEDES**.

_____ _____
MEMBER DATE
TIKI LAND COMPANY, LLC

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES_____

CHAIRMAN, PLANNING COMMISSION

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE **CITY OF MERCEDES** HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
CHAIRMAN, PLANNING AND ZONING COMMISSION DATE

_____ _____
SECRETARY, PLANNING AND ZONING COMMISSION DATE

MAYOR, CITY OF MERCEDES

I, THE UNDERSIGNED, MAYOR OF THE **CITY OF MERCEDES**, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
MAYOR, CITY OF MERCEDES DATE

APPROVED BY DRAINAGE DISTRICT

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____ _____
RAUL SESIN, P.E., C.F.M DATE
GENERAL MANAGER

APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9

THIS PLAT IS HEREBY APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 DATE THIS_____ DAY OF _____, 20____

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO CAMERON COUNTIES IRRIGATION DISTRICT No. 9 RIGHTS-OF-WAY AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID No. 9.
2. IT IS UNDERSTOOD THAT THE RATE FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HCCID No. 9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HCCID No. 9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.
4. HCCID No .9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEM DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.
5. HCCID No. 9 EXCLUSIVE EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, FENCES, SHRUBS, TREES, AND OTHER PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

_____
GENERAL MANAGER
HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____ _____
OMAR CANO, P.E. DATE
LICENSE PROFESSIONAL ENGINEER No. 120081

STATE OF TEXAS · OMAR CANO · 120081 · LICENSED · PROFESSIONAL ENGINEER

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A (REGISTERED PROFESSIONAL ENGINEER AND/OR REGISTERED PROFESSIONAL LAND SURVEYOR) IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

_____ _____
REYNALDO ROBLES, R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4032
SURVEY FIRM No. 10096700

STATE OF TEXAS · REGISTERED · REYNALDO ROBLES · 4032 · PROFESSIONAL · LAND SURVEYOR

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

COUNTY COURT · COUNTY OF HIDALGO, TEXAS

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

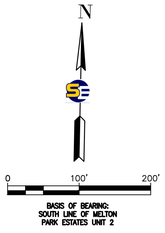
BY: _____ DEPUTY

Curve Table

Curve #	Radius	Delta	Length	Chord Direction	Chord Length
C1	2825.00'	3°30'17"	172.80'	S2°54'21"E	172.77'
C2	2810.00'	1°45'33"	86.28'	S3°47'49"E	86.27'
C3	50.00'	13°06'46"	11.44'	S44°40'26"E	11.42'
C4	50.00'	66°34'31"	58.10'	S84°31'04"E	54.88'
C5	50.00'	53°17'23"	46.50'	N35°32'59"E	44.85'
C6	50.00'	63°16'57"	55.22'	N22°44'11"W	52.46'
C7	50.00'	101°32'14"	88.61'	N52°00'57"W	77.46'
C8	50.00'	113°12'19"	98.79'	S20°36'46"W	83.49'
C9	50.00'	43°43'15"	38.15'	S57°51'01"E	37.23'

Line Table

Line #	Direction	Length
L1	S43°45'09"W	61.96'
L2	S1°14'51"E	12.02'
L3	N43°45'09"E	21.21'
L4	N43°45'09"E	70.71'
L5	S46°14'51"E	70.71'
L6	N43°45'09"E	21.21'
L7	S46°14'51"E	21.21'
L8	N88°45'09"E	20.00'

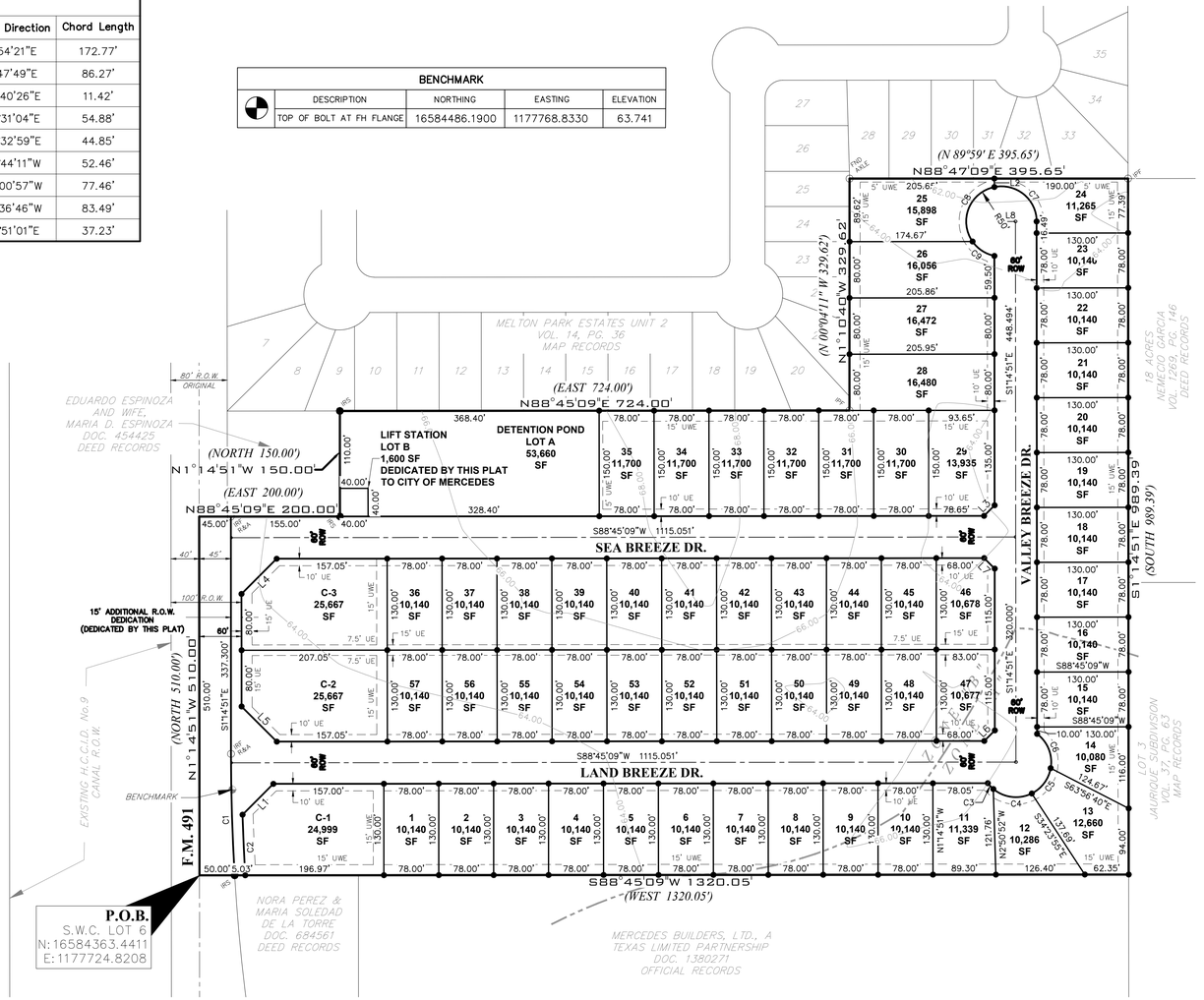


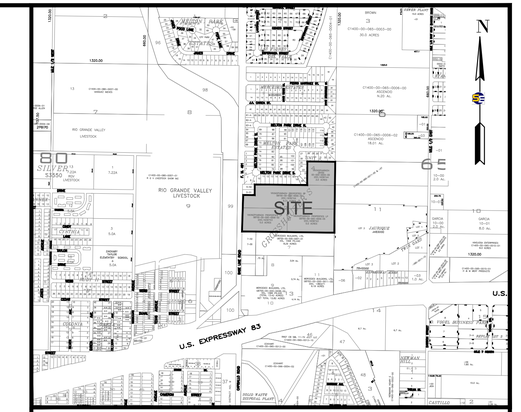
LEGEND

○IRF	IRON ROD FOUND
○IPF	IRON PIPE FOUND
●IRS	IRON ROD SET

BENCHMARK

DESCRIPTION	NORTHING	EASTING	ELEVATION
TOP OF BOLT AT FH FLANGE	16584486.1900	1177768.8330	63.741





LOCATION MAP
SCALE: 1" = 1000'

METES AND BOUNDS

BEING 22.31 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING LOTS 5 AND 6 AND THE EAST 3 ACRES OF LOT 4, GROSSHAUSER'S SUBDIVISION AS PER MAP RECORDED IN VOLUME "Z", PAGE 202, HIDALGO COUNTY DEED RECORDS; SAVE AND EXCEPT 0.69 OF ONE ACRE CONVEYED TO EDUARDO ESPINOZA AND WIFE, MARIA D. ESPINOZA BY DEED RECORDED UNDER CLERK'S FILE NO. 454425, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 22.31 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR THE SOUTHWEST CORNER OF SAID LOT 6 AND THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH, WITH THE WEST LINE OF SAID LOT 6 AND WITH THE ORIGINAL CENTERLINE OF F.M. 491, AT A DISTANCE OF 330.00 FEET PASS THE NORTHWEST CORNER OF SAID LOT 6 AND THE SOUTHWEST CORNER OF SAID LOT 5, AND CONTINUING WITH THE WEST LINE OF SAID LOT 5 FOR A TOTAL DISTANCE OF 510.00 FEET TO A POINT FOR THE MOST WESTERLY NORTHWEST CORNER OF SAID TRACT HEREIN-- DESCRIBED;

THENCE, EAST, WITH THE SOUTH LINE OF SAID 0.69 ACRE TRACT, AT A DISTANCE OF 45.00 FEET PASS A½-INCH IRON ROD WITH A PLASTIC CAP STAMPED "R A" SET FOR REFERENCE ON THE EAST RIGHT OF WAY LINE OF SAID F.M. 491 AND CONTINUING FOR A TOTAL DISTANCE OF 200.00 FEET TO A ½-INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" SET FOR AN INSIDE CORNER OF SAID TRACT HEREIN DESCRIBED AND THE SOUTHEAST CORNER OF SAID 0.69 ACRE TRACT;

THENCE, NORTH 150.00 FEET, WITH THE EAST LINE OF SAID 0.69 ACRE TRACT TO A ½-INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" SET FOR THE NORTHEAST CORNER OF SAID 0.69 ACRE TRACT AND A CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, EAST, 724.00 FEET, WITH THE SOUTH LINE OF MELTON PARK ESTATES UNIT 2, AS PER MAP RECORDED IN VOLUME 14, PAGE 36, HIDALGO COUNTY MAP RECORDS, TO A 1 ¼-INCH IRON PIPE FOUND FOR AN INSIDE CORNER OF SAID TRACT HEREIN DESCRIBED AND A CORNER OF SAID MELTON PARK ESTATES UNIT 2;

THENCE, NORTH 00°04'11" EAST, 329.62 FEET (MAP CALL NORTH 330.00 FEET), WITH AN EAST LINE OF SAID MELTON PARK ESTATES UNIT 2, TO A STEEL AXLE FOUND FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED AND AN INSIDE CORNER OF SAID MELTON PARK ESTATES UNIT 2;

THENCE, SOUTH 89°58'00" EAST, 395.65 FEET (MAP EAST 396.00 FEET), WITH A SOUTH LINE OF SAID MELTON PARK ESTATES UNIT 2, TO A 1-INCH IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF SAID MELTON PARK ESTATES UNIT 2 AND THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH, WITH THE EAST LINE OF SAID LOTS 4, 5 AND 6, AND WITH THE WEST LINE OF AN 18 ACRE TRACT DESCRIBED IN VOLUME 1269, PAGE 146, HIDALGO COUNTY DEED RECORDS, AT A DISTANCE OF 329.38 FEET PASS THE COMMON CORNER OF SAID LOTS 4 AND 5, AT A DISTANCE OF 590.20 FEET PASS THE SOUTHWEST CORNER OF SAID 18 ACRE TRACT AND THE NORTHWEST CORNER OF JAURIQUE SUBDIVISION AS PER MAP RECORDED IN VOLUME 37, PAGE 63, HIDALGO COUNTY MAP RECORDS, AT A DISTANCE OF 659.38 FEET PASS THE COMMON CORNER OF SAID LOTS 5 AND 6, AND CONTINUING FOR A TOTAL DISTANCE OF 989.38 FEET (MAP 990.00 FEET), TO A POINT FOR THE SOUTHEAST CORNER OF SAID LOT 6 AND THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, WEST, WITH THE SOUTH LINE OF SAID LOT 6 AND THE NORTH LINE OF LOT 7, AT A DISTANCE OF 397.10 FEET PASS A ½-INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" SET ON LINE FOR REFERENCE, AT A DISTANCE OF 1269 .77 FEET PASS A ½-INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" SET FOR REFERENCE ON THE EAST RIGHT OF WAY LINE OF SAID F.M. 491 AND CONTINUING FOR A TOTAL DISTANCE OF 1320.05 FEET (MAP 1320.00 FEET) TO THE POINT OF BEGINNING AND CONTAINING 22.31 ACRES OF LAND MORE OR LESS.

PRINCIPAL CONTACTS				
	NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE
OWNER:	TIKI LAND COMPANY, LLC	908 W. FERGUSON ST.	PHARR, TEXAS 78577	(956)483-4372
ENGINEER:	OMAR CANO, P.E.	135 PASEO DEL PRADO, STE. 7	EDINBURG, TEXAS 78539	(956)272-2246
SURVEYOR:	REYNALDO ROBLES, R.P.L.S	107 W. HUISACHE ST	WESLACO, TX 78596	(956)968-2422

GENERAL NOTES

1. THIS PLAT IS CONTAINED WITHIN THE CITY OF MERCEDES CORPORATE LIMITS.
2. LAND USE: MULTI-FAMILY RESIDENTIAL
3. BUILDING SETBACKS – MULTI-FAMILY:
   FRONT: 20'
   REAR: 10'
   SIDE: 5'
   CORNER: 15'

   BUILDING SETBACKS – COMMERCIAL:
   IN COMPLIANCE WITH THE CITY OF MERCEDES STANDARDS.
4. STATISTICAL DATA:
   A) GROSS AREA – 22.31 ACRES
   B) MULTI-FAMILY RESIDENTIAL LOTS – 57 LOTS
   C) COMMERCIAL LOTS – 3 LOTS (LOTS C-1, C-2 & C-3)
   D) COMMON LOTS – LOT A (DETENTION)
   E) LOT B (LIFT STATION) DEDICATED TO CITY OF MERCEDES
5. ABBREVIATIONS:
   DE – DRAINAGE EASEMENT
   R.O.W.– RIGHT-OF-WAY
   SF – SQUARE FOOT
   UE – UTILITY & AEP ELECTRICAL EASEMENT (NON-EXCLUSIVE)
   UWE – UTILITY & WALL (FENCE) EASEMENT
6. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "B" & ZONE "A"

   ZONE "B" (AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASEFLOOD) AND ZONE "A" (AREAS OF 100-YEAR FLOOD;BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED) OF FIRM COMMUNITY PANEL No. 480334 0001B DATED JULY 16, 1979.
7. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 65.55' OR 18" ABOVE TOP OF CURB ELEVATION, WHICHEVER IS GREATER.
8. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND CITY OF MERCEDES REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 318,405 CUBIC-FEET OR 7.31 ACRE-FEET OF STORM WATER RUNOFF.
9. NO STRUCTURE SHALL BE PERMITTED WITHIN ANY UTILITY, ELECTRICAL, IRRIGATION, DRAINAGE AND WATER EASEMENT.
10. PROPOSED STRUCTURES ON THE LOTS MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.
12. A 4 FOOT WIDE MINIMUM SIDEWALK WITH HANDICAP RAMPS IN COMPLIANCE WITH ADA STANDARDS IS REQUIRED DURING BUILDING PERMIT BY LOT OWNERS.
13. A 5 FOOT WIDE MINIMUM SIDEWALK WITH HANDICAP RAMPS IN COMPLIANCE WITH ADA STANDARDS IS REQUIRED DURING THE CONSTRUCTION OF THE SUBDIVISION ALONG FM 491.
14. ALL SUBDIVISION REQUIREMENTS SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.
15. ALL COMMON ACCESS, PARKING LOT, LANDSCAPING AREAS AND DETENTION AREA WILL BE MAINTAINED BY THE HOA.
16. A 6 FOOT BUFFER FENCE, BUILT BY DEVELOPER AND MAINTAINED BY LOT OWNERS WILL BE REQUIRED BETWEEN RESIDENTIAL, MULTI-FAMILY AND COMMERCIAL LOTS.
17. THE HOME OWNERS ASSOCIATION MUST COLLECT DUES TO MAINTAIN SAID IMPROVEMENTS IN COMMON AREAS AND OTHER AMENITIES IMPROVEMENTS FOR THIS SUBDIVISION.
18. SAID SUBDIVISION SHALL COMPLY WITH THE MOST CURRENT UNIFIED DEVELOPMENT CODE AND CITY OF MERCEDES LATEST REQUIREMENTS AND SPECIFICATIONS.
19. PARK LAND FEE ($500) PER LOT WILL BE DUE AT SUBDIVISION STAGE.
20. ALL LOTS SHALL HAVE A 0.25% SLOPE FROM THE FRONT TO REAR OF LOTS.
21. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS. EROSION AND SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE STORMWATER ORDINANCE 98.30 OF THE CITY OF MERCEDES ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX/MULTI-FAMILY CONSTRUCTION.
22. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE CITY SUBDIVISION ORDINANCE AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDINGS OF UTILITIES AND BUILDING PERMITS.
23. LOT A IS A NON-BUILDABLE LOT SHALL BE USED ONLY FOR STORM DRAINAGE PURPOSES.
24. SITE PLAN MUST BE REVIEWED/APPROVED BY THE CITY PRIOR TO ISSUANCE OF BUILDING PERMITS FOR COMMERCIAL AND MULTI-FAMILY LOTS.
25. ALL PROPERTY CORNER ARE SET WITH A No. 4 REBAR.
26. ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED AT BUILDING PERMIT STAGE INCLUDING NECESSARY EASEMENTS FOR COMMERCIAL AREAS.
27. LOT B SHALL ONLY BE USE FOR STORM WATER LIFT-STATION
28. LOTS C-1, C-2 AND C-3 SHALL NOT HAVE DIRECT DRIVEWAY ACCESS TO F.M. 491.

SUPREME ENGINEERING, PLLC
CONSULTING ENGINEERS
ENGINEERING FIRM F-21135
135 PASEO DEL PRADO, STE. 7 - EDINBURG, TX 78539
(956) 403-1314

PLAT OF SUMMER BREEZE SUBDIVISION

BEING 22.31 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING LOTS 5 AND 6 AND THE EAST 3 ACRES OF LOT 4, GROSSHAUSER'S SUBDIVISION AS PER MAP RECORDED IN VOLUME "Z", PAGE 202, HIDALGO COUNTY DEED RECORDS; SAVE AND EXCEPT 0.69 OF ONE ACRE CONVEYED TO EDUARDO ESPINOZA AND WIFE, MARIA D. ESPINOZA BY DEED RECORDED UNDER CLERK'S FILE NO. 454425, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

DATE: DECEMBER 2023

JUNE 3, 2026

TIKI LAND COMPANY LLC
c/o Adriana Salazar
908 W FERGUSON ST
PHARR, TX 78577 - 2102

Re: Vacating 5.0’ feet of Platted 15.0’foot Utility Easement at Summer Breeze Subdivision

To Whom It May Concern,

AEP Texas Inc (AEP) has reviewed your request to abandon 5.0’ feet of the 15.0’ foot Platted utility easement at Summer Breeze Subdivision, further described as 22.31 acres out of Lots 1 through 57, SUMMER BREEZE SUBDIVISON, Hidalgo County, Texas.

AEP has determined that we have no interest and do hereby relinquish any right to any future distribution use of the designated 5.0’ feet dedicated easement shown on the attached **Exhibit “A”** for Lots 1 through 57, SUMMER BREEZE SUBDIVISION.

AEP Texas Inc. does not hereby abandon any other easements on the property it might have obtained through other means.

Sincerely,
AEP TEXAS INC

Rubi Rodea
Right-of-Way Agent
Rio Grande Valley District

EXHIBIT "A"

THE STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE **SUMMER BREEZE SUBDIVISION** TO THE CITY OF MERCEDES, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES SHOWN OR INDICATED ON WHICH I (WE) OWN THE FEE SIMPLE TITLE THERETO, AND I (WE) DO HEREBY DEDICATE THAT ALL STREETS SHALL BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF MERCEDES, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF MERCEDES.

ARTURO A. GARZA
MEMBER
TKI LAND COMPANY, LLC

5/3/2024
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **ARTURO A. GARZA** KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 3rd DAY OF May, 20 24

NOTARY PUBLIC FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES 12-14-2026

CITY OF MERCEDES
APPROVED BY THE CITY OF MERCEDES
SIGNATURE:
PRINTED NAME: Javier A. Ramirez
TITLE OF CITY OFFICIAL: Assistant City Manager
DATE: 5-9-24

APPROVED BY DRAINAGE DISTRICT

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

ENGR. EDDIE CANTU, C.F.M. — DATE 05/13/24
GENERAL MANAGER

APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9

THIS PLAT IS HEREBY APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 DATE THIS 16th DAY OF May, 2024

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO CAMERON COUNTIES IRRIGATION DISTRICT No. 2 RIGHTS-OF-WAY AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCID No. 9.
2. IT IS UNDERSTOOD THAT THE RATE FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HCID No. 9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION AS WELL. HCID No. 9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION, IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.
4. HCID No. 9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEM DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.
5. HCID No. 9 EXCLUDING EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHRUBS, FENCES, SHRUBS, TREES, AND OTHER PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

GENERAL MANAGER
HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

OMAR CANO, P.E.
LICENSE PROFESSIONAL ENGINEER No. 120081

4/26/24
DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

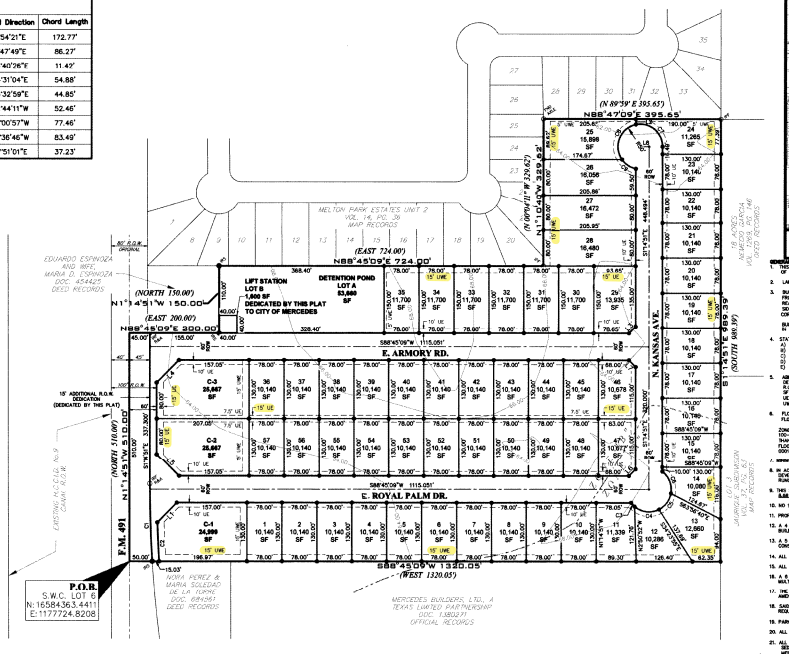
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

OSCAR HERNANDEZ, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5005
SURVEY FIRM No. 10194791

5-9-2024
DATE

Curve Table					
Curve #	Radius	Delta	Length	Chord Direction	Chord Length
C1	2825.00'	3°30'17"	172.80'	S2°54'21"E	172.77'
C2	2810.00'	1°45'33"	86.28'	S3°47'49"E	86.27'
C3	50.00'	13°06'46"	11.44'	S44°40'26"E	11.49'
C4	50.00'	66°34'31"	58.10'	S84°31'04"E	54.88'
C5	50.00'	53°17'23"	46.50'	N35°32'59"E	44.85'
C6	50.00'	63°16'57"	55.22'	N22°44'11"W	52.46'
C7	50.00'	101°32'14"	88.61'	N52°00'57"W	77.46'
C8	50.00'	113°12'19"	98.79'	S20°36'46"W	83.49'
C9	50.00'	43°43'15"	38.15'	S57°51'01"E	37.23'

Line Table		
Line #	Direction	Length
L1	S43°45'09"W	61.96'
L2	S1°14'51"E	12.02'
L3	N43°45'09"E	21.21'
L4	N43°45'09"E	70.71'
L5	S46°14'51"E	70.71'
L6	N43°45'09"E	21.21'
L7	S46°14'51"E	21.21'
L8	N88°45'09"E	20.00'

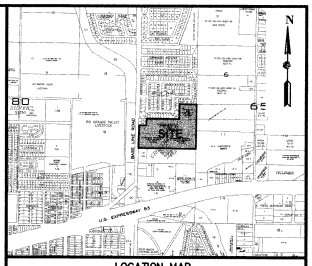


LEGEND
CIRF IRON ROD FOUND
CIPF IRON PIPE FOUND
●IRS IRON ROD SET

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

ON: 5-20-2024 AT 9:40 AM
INSTRUMENT NUMBER 3044424
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: Horacio Hinojosa Jr. DEPUTY



GENERAL NOTES
1. THIS PLAT IS CONTAINED WITHIN THE CITY OF MERCEDES CORPORATE LIMITS.
2. LAND USE: MULTI-FAMILY RESIDENTIAL
3. BUILDING SETBACKS – MULTI-FAMILY:
FRONT: 20'
REAR: 10'
SIDE: 5'
CORNER: 15'
BUILDING SETBACKS – COMMERCIAL
IN COMPLIANCE WITH THE CITY OF MERCEDES STANDARDS.
4. STATISTICAL DATA:
A) GROSS AREA = 22.31 ACRES
B) MULTI-FAMILY RESIDENTIAL LOTS = 97 LOTS
C) COMMERCIAL LOTS = 2 LOTS (LOTS C-1, C-2 & C-3)
D) DETENTION POND = 1 LOT (LOT A)
E) LOT 8 (LIFT STATION) DEDICATED TO CITY OF MERCEDES
5. ABBREVIATIONS
U.E. = UTILITY EASEMENT
R.O.W. = RIGHT-OF-WAY
SF = SQUARE FOOT
U.E. = UTILITY & ELECTRICAL EASEMENT (NON-EXCLUSIVE)
V.E. = UTILITY & WALL (FENCE) EASEMENT
6. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION ZONE "B" & ZONE "A"
ZONE "B" (AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASEFLOOD) AND ZONE "A" (AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED) OF FIRM COMMUNITY PANEL No. 480334 0005 F DATED JULY 16, 1979.
7. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 65.00 OR 18" ABOVE TOP OF CURB ELEVATION, WHICHEVER IS GREATER.
8. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND CITY OF MERCEDES REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 29.605 CUBIC-FEET OR 7.33 ACRE-FEET OF STORM WATER RUNOFF.
9. THIS SUBDIVISION WAS DESIGNED TO EXCEED A 50 YEAR FLOOD WITH A WORKING DETENTION OF 378,000 CUBIC-FEET OR 8.68 ACRE-FEET.
10. NO STRUCTURE SHALL BE PERMITTED WITHIN ANY UTILITY, ELECTRICAL, IRRIGATION, DRAINAGE AND WATER EASEMENT.
11. PROPOSED STRUCTURES ON THE LOTS MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.
12. A 4 FOOT WIDE MINIMUM SIDEWALK WITH HANDICAP RAMPS IN COMPLIANCE WITH ADA STANDARDS IS REQUIRED DURING BUILDING PERMIT BY LOT OWNERS.
13. A 5 FOOT WIDE MINIMUM SIDEWALK WITH HANDICAP RAMPS IN COMPLIANCE WITH ADA STANDARDS IS REQUIRED DURING THE CONSTRUCTION OF THE SUBDIVISION ALONG FM 491.
14. ALL SUBDIVISION REQUIREMENTS SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.
15. ALL COMMON ACCESS, PARKING LOT, LANDSCAPING AREAS AND DETENTION AREA WILL BE MAINTAINED BY THE HOA.
16. A 6 FOOT BUFFER FENCE, BUILT BY DEVELOPER AND MAINTAINED BY LOT OWNERS WILL BE REQUIRED BETWEEN RESIDENTIAL, MULTI-FAMILY AND COMMERCIAL LOTS.
17. THE HOME OWNERS ASSOCIATION MUST COLLECT DUES TO MAINTAIN SAID IMPROVEMENTS IN COMMON AREAS AND OTHER AMENITIES IMPROVEMENTS FOR THIS SUBDIVISION.
18. SAID SUBDIVISION SHALL COMPLY WITH THE MOST CURRENT UNIFIED DEVELOPMENT CODE AND CITY OF MERCEDES LATEST REQUIREMENTS AND SPECIFICATIONS.
19. PARK LAND FEE ($600) PER LOT WILL BE DUE AT SUBDIVISION STAGE.
20. ALL LOTS SHALL HAVE A 0.25% SLOPE FROM THE FRONT TO REAR OF LOTS.
21. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS. EROSION AND SEDIMENTATION CONTROLS SHALL COMPLY WITH THE REQUIREMENTS OF STORM WATER ORDINANCE 98-30 OF THE CITY OF MERCEDES ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX/MULTI-FAMILY CONSTRUCTION.
22. YELLOW 6" PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE CITY SUBDIVISION ORDINANCE AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDINGS OF UTILITIES AND BUILDING PERMITS.
23. LOT 6 IS A NON-BUILDABLE LOT SHALL BE USED ONLY FOR STORM DRAINAGE PURPOSES.
24. SITE PLAN MUST BE REVIEWED/APPROVED BY THE CITY PRIOR TO ISSUANCE OF BUILDING PERMITS FOR COMMERCIAL AND MULTI-FAMILY LOTS.
25. ALL PROPERTY CORNER ARE SET WITH A No. 4 REBAR.
26. ADDITIONAL TEMPORARY UTILITY EASEMENTS MAY BE REQUIRED AT BUILDING PERMIT STAGE INCLUDING NECESSARY EASEMENTS FOR COMMERCIAL AREAS.
27. LOT 8 SHALL ONLY BE USED FOR STORM WATER LIFT-STATION
28. LOTS C-1, C-2 AND C-3 SHALL NOT HAVE DIRECT DRIVEWAY ACCESS TO F.M. 491.
29. A LETTER OF MAP REVISION (LOMR) SHALL BE SUBMITTED TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AFTER PLAT IS RECORDED TO REMOVE LOTS 8-18 & 47 OUT OF SPECIAL FLOOD HAZARD AREA ZONE A.

BEING A 22.31 ACRES OF LAND COMPRISED OF LOT 5 AND LOT 6 AND THE EAST 3 ACRES OF LOT 4, GROSSHAUSER'S SUBDIVISION AS PER MAP RECORDED IN VOLUME "Z", PAGE 202, HIDALGO COUNTY DEED RECORDS; SAVE AND EXCEPT 0.69 OF ONE ACRE CONVEYED TO EDUARDO ESPINOZA AND WIFE, MARIA D. ESPINOZA BY DEED RECORDED UNDER CLERK'S FILE NO. 454425, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 22.31 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, AT A POINT FOR THE SOUTHWEST CORNER OF SAID LOT 6 AND THE ORIGINAL CENTERLINE OF F.M. 491 (HAVING 100.0 ROW) FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, NORTH, WITH THE WEST LINE OF SAID LOT 6 AND WITH THE ORIGINAL CENTERLINE OF F.M. 491, AT A DISTANCE OF 330.00 FEET PASS THE NORTHWEST CORNER OF SAID LOT 6 AND THE SOUTHWEST CORNER OF SAID LOT 5, AND CONTINUING WITH THE WEST LINE OF SAID LOT 5 FOR A TOTAL DISTANCE OF 510.00 FEET TO A POINT FOR THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO EDUARDO ESPINOZA AND WIFE MARIA D. ESPINOZA BY INSTRUMENT RECORDED IN DOCUMENT NO. 454425 OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS AND FOR THE MOST WESTERLY NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, EAST, WITH THE SOUTH LINE OF SAID TRACT OF LAND CONVEYED TO EDUARDO ESPINOZA AND WIFE MARIA D. ESPINOZA, AT A DISTANCE OF 45.00 FEET PASS A ½ INCH IRON ROD WITH A PLASTIC CAP STAMPED "RBA" SET FOR REFERENCE ON THE EAST RIGHT OF WAY LINE OF SAID F.M. 491 AND CONTINUING FOR A TOTAL DISTANCE OF 200.00 FEET TO A ½-INCH IRON ROD WITH A PLASTIC CAP STAMPED "RBA" SET FOR AND THE SOUTHEAST CORNER OF SAID TRACT OF LAND CONVEYED TO EDUARDO ESPINOZA AND WIFE MARIA D. ESPINOZA FOR AN INSIDE CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH, ALONG THE EAST LINE OF SAID TRACT OF LAND CONVEYED TO EDUARDO ESPINOZA AND WIFE MARIA D. ESPINOZA A DISTANCE 150.0 FEET TO A ½-INCH IRON ROD WITH A PLASTIC CAP STAMPED "RBA" SET FOR THE NORTHEAST CORNER OF SAID TRACT OF LAND CONVEYED TO EDUARDO ESPINOZA AND WIFE MARIA D. ESPINOZA BEING AT THE SOUTH LINE OF MELTON PARK ESTATES UNIT 2, AS PER MAP RECORDED IN VOLUME 14, PAGE 39, HIDALGO COUNTY MAP RECORDS, AND A CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, EAST, 724.00 FEET, WITH THE SOUTH LINE OF MELTON PARK ESTATES UNIT 2, , TO A 1 ¼-INCH IRON PIPE FOUND FOR A CORNER OF SAID MELTON PARK ESTATES UNIT 2 AND AN INSIDE CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH 00°04'11" EAST, ALONG THE EAST LINE OF SAID MELTON PARK ESTATES UNIT 2, A DISTANCE OF 329.62 FEET (MAP CALL NORTH 330.00 FEET), TO A STEEL AXLE FOUND FOR AN INSIDE CORNER OF SAID MELTON PARK ESTATES UNIT 2 AND THE MOST NORTHERLY NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH 89°58'00" EAST, ALONG THE WITH A SOUTH LINE OF SAID MELTON PARK ESTATES UNIT 2, A DISTANCE OF 395.65 FEET (MAP EAST 396.00 FEET), TO A 1-INCH IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF SAID MELTON PARK ESTATES UNIT 2 AND THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH, ALONG THE EAST LINE OF SAID LOTS 4, 5 AND 6, AND WITH THE WEST LINE OF AN 18 ACRE TRACT CONVEYED TO NEMECIO GARCIA BY INSTRUMENT RECORDED IN VOLUME 1269, PAGE 146, HIDALGO COUNTY DEED RECORDS, AT A DISTANCE OF 329.38 FEET PASS THE COMMON CORNER OF SAID LOTS 4 AND 5, AT A DISTANCE OF 990.20 FEET PASS THE SOUTHWEST CORNER OF SAID TRACT OF LAND CONVEYED TO NEMECIO GARCIA AND THE NORTHWEST CORNER OF AURIQUE SUBDIVISION AS PER MAP RECORDED IN VOLUME 37, PAGE 63, HIDALGO COUNTY MAP RECORDS, AT A DISTANCE OF 659.38 FEET PASS THE COMMON CORNER OF SAID LOTS 5 AND 6, AND CONTINUING FOR A TOTAL DISTANCE OF 989.38 FEET (MAP 990.00 FEET), TO A POINT FOR THE SOUTHEAST CORNER OF SAID LOT 6 AND THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, WEST, WITH THE SOUTH LINE OF SAID LOT 6 AND THE NORTH LINE OF LOT 7, AT A DISTANCE OF 397.10 FEET PASS A ½-INCH IRON ROD WITH A PLASTIC CAP STAMPED "RBA" SET ON LINE FOR REFERENCE, AT A DISTANCE OF 1269.72 FEET PASS A ½-INCH IRON ROD WITH A PLASTIC CAP STAMPED "RBA" SET FOR REFERENCE ON THE EAST RIGHT OF WAY LINE OF SAID F.M. 491 AND CONTINUING FOR A TOTAL DISTANCE OF 1320.05 FEET (MAP 1320.00 FEET) TO THE POINT OF BEGINNING AND CONTAINING 22.31 ACRES OF LAND MORE OR LESS.

ALL BEARINGS AND DISTANCES ARE BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83) TEXAS STATE PLANES, SOUTH ZONE, U.S. SURVEY FEET GRID. BEARINGS AND DISTANCES IN PARENTHESES ARE BASED ON RECORDED PLAT OR DOCUMENT.

PRINCIPAL CONTACTS			
NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE
OWNER: TKI LAND COMPANY, LLC	906 W. FERGUSON ST.	PHARR, TEXAS 78577	(956)463-4372
ENGINEER: OMAR CANO, P.E.	135 PASEO DEL PRADO, STE. 7	EDINBURG, TEXAS 78539	(956)403-1314
SURVEYOR: OSCAR HERNANDEZ, RPLS	3007 TUCKER ROAD	HARLINGEN, TEXAS	(956)535-2386

SUPREME ENGINEERING

SUPREME ENGINEERING, PLLC
CONSULTING ENGINEERS
ENGINEERING FIRM F-21135
135 PASEO DEL PRADO, STE. 7 - EDINBURG, TX 78539
(956) 403-1314

PLAT OF SUMMER BREEZE SUBDIVISION

BEING A 22.31 ACRES OF LAND COMPRISED OF LOT 5 AND LOT 6 AND THE EAST 3 ACRES OF LOT 4, GROSSHAUSER'S SUBDIVISION AS PER MAP RECORDED IN VOLUME "Z", PAGE 202, HIDALGO COUNTY DEED RECORDS; SAVE AND EXCEPT 0.69 OF ONE ACRE CONVEYED TO EDUARDO ESPINOZA AND WIFE, MARIA D. ESPINOZA BY DEED RECORDED UNDER CLERK'S FILE NO. 454425, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

June 26, 2026

REF: Easement Abandonment

City of Mercedes

Subject:

Request for Abandonment of 5 Feet of Rear Easement - Lots 1 through 57, Summer Breeze Subdivision, Mercedes, Texas

Attention:

Adriana Salazar Developer Representative

Tiki Land Company LLC

To whom it may concern:

In reference to this 5ft easement abandonment. Currently Spectrum has existing utilities in the front easement. Spectrum has no issues with releasing 5ft from the existing 15 ft utility rear easement. Any questions, I can be reach at 956-412-5489 and my e-mail address is Robert.Martinez@charter.com.

Sincerely,

Robert Martinez

Robert Martinez

RGV Construction Coordinator

Supervisor Angel Hernandez

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
Raul E. Sesin, PE, CFM
District General Manager
Hidalgo County Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES	EDUARDO "EDDIE" CANTU	RICHARD F. CORTEZ	EVERARDO "EVER" VILLARREAL	ELLIE TORRES
Board Member	Board Member	Chairman of the Board	Board Member	Board Member

June 22, 2026

Adriana Salazar
Developer Representative
Tiki Land Company, LLC

RE: Summer Breeze Subdivision – Lots 1 – 57
Mecedes, Texas

Dear Ms. Salazar:

Hidalgo County Drainage District No. 1 (HCDD1) is in receipt of your request to abandon and release the additional five foot (5') rear easement area affecting Lots 1 through 57.

After review, HCDD1 has concluded that a utility conflict does not exist; therefore, HCDD1 has no objection to the request. HCDD1 hereby agrees to allow the abandonment and release the additional five foot (5') rear easement area affecting Lots 1 through 57.

Sincerely,
Hidalgo County Drainage District No. 1

Raul E. Sesin, PE, CFM
District General Manager

xc: Yvette Barrera, PE, CFM - Assistant General Manager, HCDD1
Alexis Lozano, EIT – HCDD1
Gilberto Aguirre, EIT – HCDD1
Esther Mireles – HCDD1

SUMMER

Date: 06/01/2026

Subject: Request for Abandonment of 5 Feet of Rear Easement - Lots 1 through 57, Summer Breeze Subdivision, Mercedes, Texas

Dear Representatives,

We are currently developing a subdivision located in the City of Mercedes, Texas. During the platting process, an error occurred in which the rear setback/easement area was shown as fifteen feet (15') instead of the intended ten feet (10').

After reviewing the site conditions, we have determined that no utilities, facilities, or infrastructure are located within the additional five-foot (5') area located at the rear portion of the Jots. Therefore, we respectfully request consideration for the abandonment and release of this additional five-foot (5') rear easement area affecting Lots 1 through 57.

We would also like to acknowledge that we are abandoning this area and have no objection to the abandonment of these additional five feet (5'), as the area is not necessary for present or future utility installations or public services. This documentation is required by the City of Mercedes in order to authorize construction within this area and reduce the rear easement from fifteen feet (15') to ten feet (10').

Additionally, we respectfully request that AEP provide a letter stating that it has no objection to the abandonment of the additional five feet (5') of rear easement affecting Lots 1 through 57 of the subdivision.

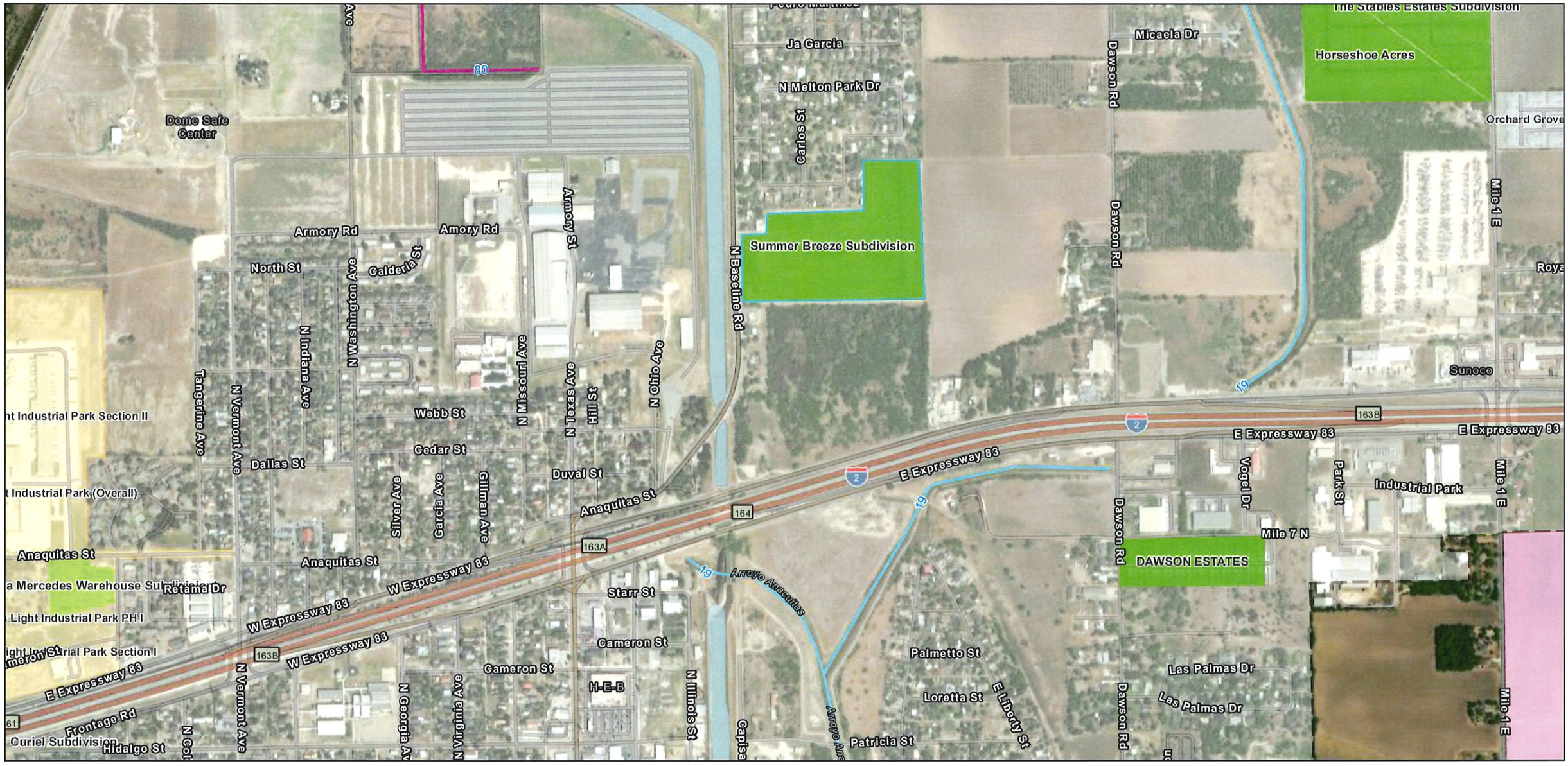
Thank you for your time and consideration of this request. Should you require any additional information, plans, or supporting documentation, we will be pleased to provide them.

Sincerely,

Adriana Salazar
Developer Representative
Tiki Land Company LLC

Phone: 956-483-4372
Email: Tikilandcompanyllc@yahoo.com

ArcGIS Web Map



6/17/2026, 1:53:32 PM

Cities

Subd Drainage Report

Drainage Report Submitted

Plat Signed

HCDD1 Drainage Report Packet

DR Submitted

DR Approved

Other

HCDD1_Boundary

HCDD1_System

NOT Maintained

HCDD1 Maintained

Water_Bodies

1:9,028

0 0.07 0.15 0.3 mi

0 0.15 0.3 0.6 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Vantor

Web AppBuilder for ArcGIS

Vantor | U.S. Department of Housing and Urban Development | Edgar Valdez, Raul Sesin P.E., Hidalgo County Drainage District No. 1 | Raul Sesin P.E.; Edgar O. Valdez; Hidalgo County Drainage District No.1 | Edgar Valdez | Hidalgo County Drainage District No.1 staff & International Boundary and Water

THE STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE SUMMER BREEZE SUBDIVISION TO THE CITY OF MERCEDES, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH I (WE) WILL CAUSE TO BE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF MERCEDES, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF MERCEDES.

ARTURO A. GARZA
MEMBER
TKI LAND COMPANY, LLC

5/3/2024
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ARTURO A. GARZA KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 3rd DAY OF May, 2024

NOTARY PUBLIC FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES 12-14-2026

CITY OF MERCEDES

APPROVED BY THE CITY OF MERCEDES
SIGNATURE:
PRINTED NAME: Javier A. Ramirez
TITLE OF CITY OFFICIAL: Assistant City Manager
DATE: 5-9-24

APPROVED BY DRAINAGE DISTRICT

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL BESS, P.E., C.F.M.
GENERAL MANAGER

05/13/24
DATE

APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9

THIS PLAT IS HEREBY APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 DATE THIS 12TH DAY OF May, 2024

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO CAMERON COUNTIES IRRIGATION DISTRICT No. 9 RIGHTS-OF-WAY AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID No. 9.
2. IT IS UNDERSTOOD THAT THE RATE FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HCCID No. 9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HCCID No. 9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.
4. HCCID No .9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEM DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.
5. HCCID No. 9 EXCLUSIVE EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, FENCES, SHRUBS, TREES, AND OTHER PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

GENERAL MANAGER
HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

OMAR CANO, P.E.
LICENSE PROFESSIONAL ENGINEER No. 120081

4/26/24
DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

OSCAR HERNANDEZ, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5005
SURVEY FIRM No. 10194791

5.5.2024
DATE

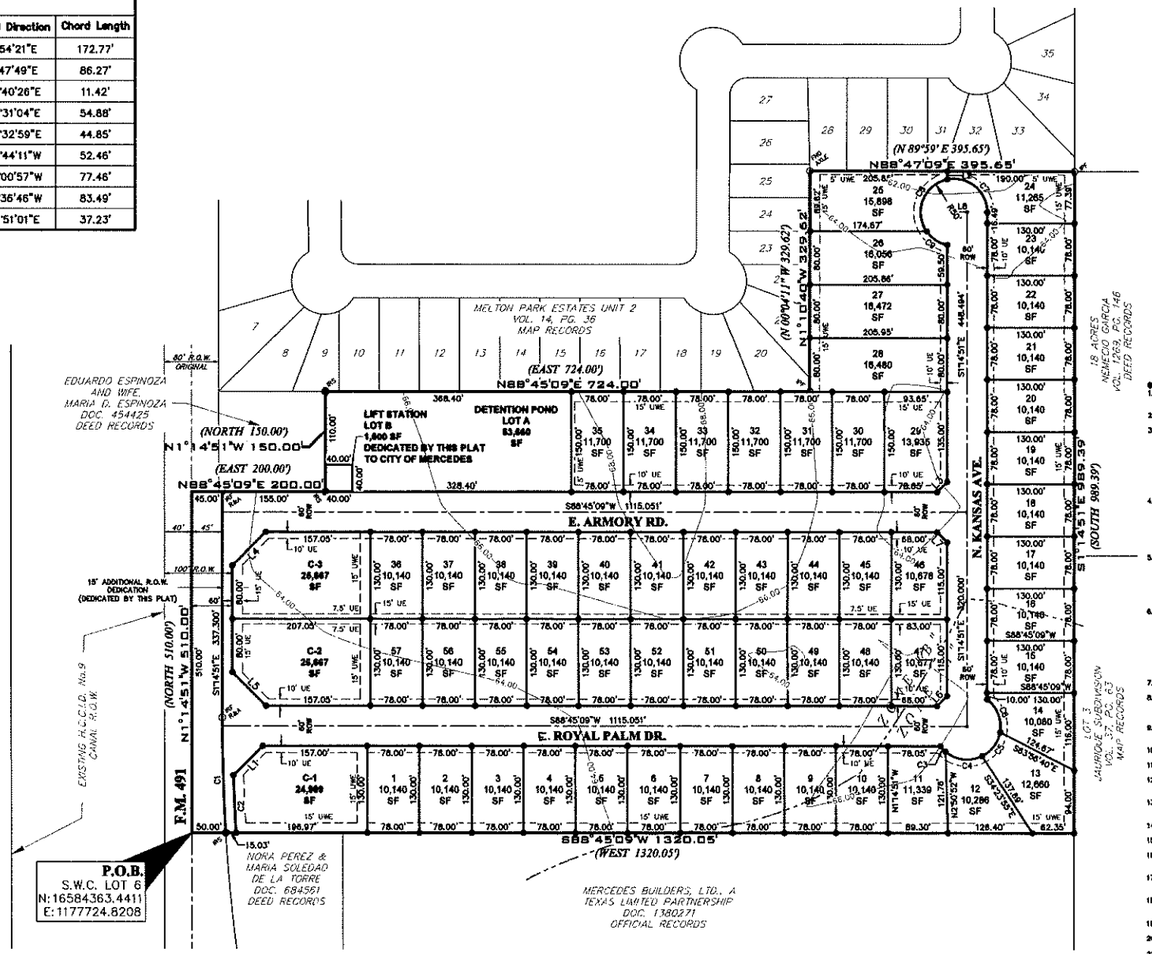
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

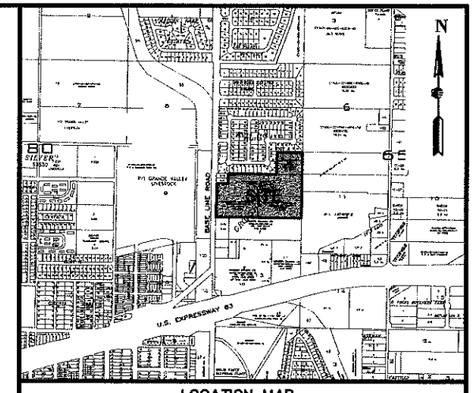
ON: 5-20-2024 AT 9:40 AM/PM
INSTRUMENT NUMBER 3544454
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: Horacio Hoyos Jr. DEPUTY

Curve Table					
Curve #	Radius	Delta	Length	Chord Direction	Chord Length
C1	2825.00'	3°30'17"	172.80'	S2°54'21"E	172.77'
C2	2810.00'	1°45'33"	86.28'	S3°47'49"E	86.27'
C3	50.00'	13°06'46"	11.44'	S44°40'26"E	11.42'
C4	50.00'	66°34'31"	58.10'	S84°31'04"E	54.88'
C5	50.00'	53°17'23"	46.50'	N35°32'59"E	44.85'
C6	50.00'	63°16'57"	55.22'	N22°44'11"W	52.46'
C7	50.00'	101°32'14"	88.61'	N52°00'57"W	77.46'
C8	50.00'	113°12'19"	98.79'	S20°36'46"W	83.49'
C9	50.00'	43°43'15"	38.15'	S57°51'01"E	37.23'

Line Table		
Line #	Direction	Length
L1	S43°45'09"W	61.96'
L2	S1°14'51"E	12.02'
L3	N43°45'09"E	21.21'
L4	N43°45'09"E	70.71'
L5	S46°14'51"E	70.71'
L6	N43°45'09"E	21.21'
L7	S46°14'51"E	21.21'
L8	N88°45'09"E	20.00'





LOCATION MAP
SCALE: 1" = 1000'

BEING A 22.31 ACRES OF LAND COMPRISED OF LOT 5 AND LOT 6 AND THE EAST 3 ACRES OF LOT 4, GROSSHAUSER'S SUBDIVISION AS PER MAP RECORDED IN VOLUME "Z", PAGE 202, HIDALGO COUNTY DEED RECORDS; SAVE AND EXCEPT 0.69 OF ONE ACRE CONVEYED TO EDUARDO ESPINOZA AND WIFE, MARIA D. ESPINOZA BY DEED RECORDED UNDER CLERK'S FILE NO. 454425, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 22.31 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, AT A POINT FOR THE SOUTHWEST CORNER OF SAID LOT 6 AND THE ORIGINAL CENTERLINE OF F.M. 491 (HAVING 100.0 ROW) FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, NORTH, WITH THE WEST LINE OF SAID LOT 6 AND WITH THE ORIGINAL CENTERLINE OF F.M. 491, AT A DISTANCE OF 330.00 FEET PASS THE NORTHWEST CORNER OF SAID LOT 6 AND THE SOUTHWEST CORNER OF SAID LOT 5, AND CONTINUING WITH THE WEST LINE OF SAID LOT 5 FOR A TOTAL DISTANCE OF 810.00 FEET TO A POINT FOR THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO EDUARDO ESPINOZA, AND WIFE MARIA D. ESPINOZA BY INSTRUMENT RECORDED IN DOCUMENT NO. 454425 OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS AND FOR THE MOST WESTERLY NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, EAST, WITH THE SOUTH LINE OF SAID TRACT OF LAND CONVEYED TO EDUARDO ESPINOZA AND WIFE MARIA D. ESPINOZA, AT A DISTANCE OF 45.00 FEET PASS A ½ INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" SET FOR REFERENCE ON THE EAST RIGHT OF WAY LINE OF SAID F.M. 491 AND CONTINUING FOR A TOTAL DISTANCE OF 200.00 FEET TO A ½-INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" SET FOR AND THE SOUTHEAST CORNER OF SAID TRACT OF LAND CONVEYED TO EDUARDO ESPINOZA AND WIFE MARIA D. ESPINOZA FOR AN INSIDE CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH, ALONG THE EAST LINE OF SAID TRACT OF LAND CONVEYED TO EDUARDO ESPINOZA AND WIFE MARIA D. ESPINOZA A DISTANCE 150.0 FEET TO A ¼-INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" SET FOR THE NORTHEAST CORNER OF SAID TRACT OF LAND CONVEYED TO EDUARDO ESPINOZA AND WIFE MARIA D. ESPINOZA BEING AT THE SOUTH LINE OF MELTON PARK ESTATES UNIT 2, AS PER MAP RECORDED IN VOLUME 14, PAGE 36, HIDALGO COUNTY MAP RECORDS, AND A CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, EAST, 724.00 FEET, WITH THE SOUTH LINE OF MELTON PARK ESTATES UNIT 2, , TO A 1 ¼-INCH IRON PIPE FOUND FOR A CORNER OF SAID MELTON PARK ESTATES UNIT 2 AND AN INSIDE CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH 00°04'11" EAST, ALONG THE EAST LINE OF SAID MELTON PARK ESTATES UNIT 2, A DISTANCE OF 329.62 FEET (MAP CALL NORTH 330.00 FEET), TO A STEEL AXLE FOUND FOR AN INSIDE CORNER OF SAID MELTON PARK ESTATES UNIT 2 AND THE MOST NORTHERLY NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH 89°58'00" EAST, ALONG THE WITH A SOUTH LINE OF SAID MELTON PARK ESTATES UNIT 2, A DISTANCE OF 395.65 FEET (MAP EAST 398.00 FEET), TO A 1-INCH IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF SAID MELTON PARK ESTATES UNIT 2 AND THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH, ALONG THE EAST LINE OF SAID LOTS 4, 5 AND 6, AND WITH THE WEST LINE OF AN 18 ACRE TRACT CONVEYED TO NEMECIO GARCIA BY INSTRUMENT RECORDED IN VOLUME 1269, PAGE 146, HIDALGO COUNTY DEED RECORDS, AT A DISTANCE OF 329.38 FEET PASS THE COMMON CORNER OF SAID LOTS 4 AND 5, AT A DISTANCE OF 590.20 FEET PASS THE SOUTHWEST CORNER OF SAID TRACT OF LAND CONVEYED TO NEMECIO GARCIA AND THE NORTHWEST CORNER OF JAURIQUE SUBDIVISION AS PER MAP RECORDED IN VOLUME 37, PAGE 63, HIDALGO COUNTY MAP RECORDS, AT A DISTANCE OF 659.38 FEET PASS THE COMMON CORNER OF SAID LOTS 5 AND 6, AND CONTINUING FOR A TOTAL DISTANCE OF 989.38 FEET (MAP 990.00 FEET), TO A POINT FOR THE SOUTHEAST CORNER OF SAID LOT 6 AND THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, WEST, WITH THE SOUTH LINE OF SAID LOT 6 AND THE NORTH LINE OF LOT 7, AT A DISTANCE OF397.10 FEET PASS A ½-INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" SET ON LINE FOR REFERENCE, AT A DISTANCE OF 1289.27 FEET PASS A ½-INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" SET FOR REFERENCE ON THE EAST RIGHT OF WAY LINE OF SAID F.M. 491 AND CONTINUING FOR A TOTAL DISTANCE OF 1320.05 FEET (MAP 1320.00 FEET) TO THE POINT OF BEGINNING AND CONTAINING 22.31 ACRES OF LAND MORE OR LESS.

ALL BEARINGS AND DISTANCES ARE BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83) TEXAS STATE PLANES, SOUTH ZONE, U.S. SURVEY FEET GRID. BEARINGS AND DISTANCES IN PARENTHESIS ARE BASED ON RECORDED PLAT OR DOCUMENT.

PRINCIPAL CONTACTS			
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ENGINEER: OMAR CANO, P.E.	135 PASEO DEL PRADO, STE. 7	EDINBURG, TEXAS 78539	(956)403-1314
SURVEYOR: OSCAR HERNANDEZ, RPLS	3007 TUCKER ROAD	HARLINGEN, TEXAS	(956)357-2185

GENERAL NOTES

1. THIS PLAT IS CONTAINED WITHIN THE CITY OF MERCEDES CORPORATE LIMITS.
2. LAND USE: MULTI-FAMILY RESIDENTIAL
3. BUILDING SETBACKS - MULTI-FAMILY:
   FRONT: 20'
   REAR: 10'
   SIDE: 5'
   CORNER: 15'

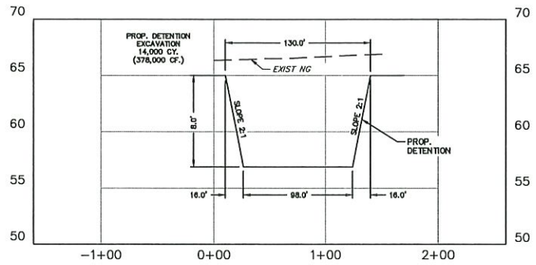
   BUILDING SETBACKS - COMMERCIAL:
   IN COMPLIANCE WITH THE CITY OF MERCEDES STANDARDS.
4. STATISTICAL DATA:
   A) GROSS AREA - 22.31 ACRES
   B) MULTI-FAMILY RESIDENTIAL LOTS - 87 LOTS
   C) COMMERCIAL LOTS - 3 LOTS (LOTS C-1, C-2 & C-3)
   D) COMMON LOTS - LOT A (DETENTION)
   E) LOT B (LIFT STATION) DEDICATED TO CITY OF MERCEDES
5. ABBREVIATIONS:
   DE - DRAINAGE EASEMENT
   R.O.W. - RIGHT-OF-WAY
   SF - SQUARE FOOT
   UE - UTILITY & AEP ELECTRICAL EASEMENT (NON-EXCLUSIVE)
   UWE - UTILITY & WALL (FENCE) EASEMENT
6. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "B" & ZONE "A"

   ZONE "B" (AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD) AND ZONE "A" (AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED) OF FIRM COMMUNITY PANEL No. 480334 0005B DATED JULY 16, 1979.
7. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 65.55' OR 18" ABOVE TOP OF CURB ELEVATION, WHICHEVER IS GREATER.
8. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND CITY OF MERCEDES REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 318,405 CUBIC-FEET OR 7.31 ACRE-FEET OF STORM WATER RUNOFF.
9. THIS SUBDIVISION WAS DESIGNED TO EXCEED A 50 YEAR FLOOD WITH A WORKING DETENTION OF 378,000 CUBIC-FEET OR 8.68 ACRE-FEET.
10. NO STRUCTURE SHALL BE PERMITTED WITHIN ANY UTILITY, ELECTRICAL, IRRIGATION, DRAINAGE AND WATER EASEMENT.
11. PROPOSED STRUCTURES ON THE LOTS MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.
12. A 4 FOOT WIDE MINIMUM SIDEWALK WITH HANDICAP RAMPS IN COMPLIANCE WITH ADA STANDARDS IS REQUIRED DURING BUILDING PERMIT BY LOT OWNERS.
13. A 5 FOOT WIDE MINIMUM SIDEWALK WITH HANDICAP RAMPS IN COMPLIANCE WITH ADA STANDARDS IS REQUIRED DURING THE CONSTRUCTION OF THE SUBDIVISION ALONG FM 491.
14. ALL SUBDIVISION REQUIREMENTS SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.
15. ALL COMMON ACCESS, PARKING LOT, LANDSCAPING AREAS AND DETENTION AREA WILL BE MAINTAINED BY THE HOA.
16. A 6 FOOT BUFFER FENCE, BUILT BY DEVELOPER AND MAINTAINED BY LOT OWNERS WILL BE REQUIRED BETWEEN RESIDENTIAL, MULTI-FAMILY AND COMMERCIAL LOTS.
17. THE HOME OWNERS ASSOCIATION MUST COLLECT DUES TO MAINTAIN SAID IMPROVEMENTS IN COMMON AREAS AND OTHER AMENITIES IMPROVEMENTS FOR THIS SUBDIVISION.
18. SAID SUBDIVISION SHALL COMPLY WITH THE MOST CURRENT UNIFIED DEVELOPMENT CODE AND CITY OF MERCEDES LATEST REQUIREMENTS AND SPECIFICATIONS.
19. PARK LAND FEE ($500) PER LOT WILL BE DUE AT SUBDIVISION STAGE.
20. ALL LOTS SHALL HAVE A 0.25% SLOPE FROM THE FRONT TO REAR OF LOTS.
21. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS. EROSION AND SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE STORMWATER ORDINANCE 94-30 OF THE CITY OF MERCEDES ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX/MULTI-FAMILY CONSTRUCTION.
22. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE CITY SUBDIVISION ORDINANCE AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDINGS OF UTILITIES AND BUILDING PERMITS.
23. LOT A IS A NON-BUILDABLE LOT SHALL BE USED ONLY FOR STORM DRAINAGE PURPOSES.
24. SITE PLAN MUST BE REVIEWED/APPROVED BY THE CITY PRIOR TO ISSUANCE OF BUILDING PERMITS FOR COMMERCIAL AND MULTI-FAMILY LOTS.
25. ALL PROPERTY CORNER ARE SET WITH A No. 4 REBAR.
26. ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED AT BUILDING PERMIT STAGE INCLUDING NECESSARY EASEMENTS FOR COMMERCIAL AREAS.
27. LOT B SHALL ONLY BE USED FOR STORM WATER LIFT-STATION
28. LOTS C-1, C-2 AND C-3 SHALL NOT HAVE DIRECT DRIVEWAY ACCESS TO F.M. 491.
29. A LETTER OF MAP REVISION (LOMR) SHALL BE SUBMITTED TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AFTER PLAT IS RECORDED TO REMOVE LOTS 8-18 & 47 OUT OF SPECIAL FLOOD HAZARD AREA ZONE A.

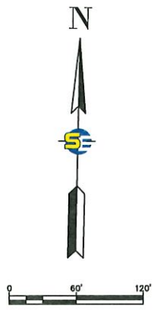
SUPREME ENGINEERING
SUPREME ENGINEERING, PLLC
CONSULTING ENGINEERS
ENGINEERING FIRM F-21135
135 PASEO DEL PRADO, STE. 7 - EDINBURG, TX 78539
(956) 403-1314

PLAT OF SUMMER BREEZE SUBDIVISION

BEING A 22.31 ACRES OF LAND COMPRISED OF LOT 5 AND LOT 6 AND THE EAST 3 ACRES OF LOT 4, GROSSHAUSER'S SUBDIVISION AS PER MAP RECORDED IN VOLUME "Z", PAGE 202, HIDALGO COUNTY DEED RECORDS; SAVE AND EXCEPT 0.69 OF ONE ACRE CONVEYED TO EDUARDO ESPINOZA AND WIFE, MARIA D. ESPINOZA BY DEED RECORDED UNDER CLERK'S FILE NO. 454425, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.



DETENTION AREA
CROSS SECTION "A-A"



EDUARDO ESPINOZA AND WIFE, MARIA D. ESPINOZA DOC. 454425 DEED RECORDS

VOL. 14, PG. 36 MAP RECORDS

18 ACRES NEMECIO GARCIA VOL. 1269, PG. 146 DEED RECORDS

LOT 3 JAURIQUE SUBDIVISION VOL. 37, PG. 63 MAP RECORDS

NORA PEREZ & MARIA SOLEDAD DE LA TORRE DOC. 684561 DEED RECORDS

MERCEDES BUILDERS, LTD., A TEXAS LIMITED PARTNERSHIP DOC. 1380271 OFFICIAL RECORDS

SEA BREEZE DR.

LAND BREEZE DR.

VALLEY BREEZE DR.

PROP. 6' TALL CHAINLINK PERIMETER FENCE

PROP. OUTFALL WITH S.E.T. STRUCTURE FL46": 56.63

PROP. TYPE M W/ CURB INLET TOP (8'x6' BOX)-A1.5 (ALIGNMENT – SEA BREEZE DR.) STA:3+19.55 OFF:21.00'L DEPTH:7.69' RIM:64.42 INV IN:56.73 – 36" RCP INV OUT:56.73 – 36" RCP INV OUT:56.73 – 48" RCP

PROP. 42 LF 48" RCP @ 0.22%

PROP. 8" STORM FORCE MAIN

PROP. 60" STORM MH-MHA1.2 (ALIGNMENT – SEA BREEZE DR.) STA:6+96.47 OFF:23.35'L DEPTH:7.78' RIM:65.19 INV IN:57.41 – 36" RCP INV OUT:57.41 – 36" RCP

PROP. CURB INLET TYPE A-A1.3 (ALIGNMENT – SEA BREEZE DR.) STA:9+51.06 OFF:21.00'L DEPTH:6.78' RIM:64.65 INV IN:57.87 – 30" RCP INV OUT:57.87 – 24" RCP INV OUT:57.87 – 36" RCP

PROP. CURB INLET TYPE A-A1.2 (ALIGNMENT – VALLEY BREEZE DR.) STA:4+40.00 OFF:21.00'L DEPTH:6.39' RIM:64.85 INV OUT:58.46 – 24" RCP INV OUT:58.46 – 30" RCP

PROP. 42 LF 24" RCP @ 0.20%

PROP. 99 LF 30" RCP @ 0.17%

PROP. 255 LF 30" RCP @ 0.18%

PROP. 248 LF 30" RCP @ 0.17%

PROP. CURB INLET TYPE A-A1.1 (ALIGNMENT – VALLEY BREEZE DR.) STA:4+40.00 OFF:21.00'R DEPTH:6.31' RIM:64.85 INV IN:58.54 – 24" RCP

PROP. 48" STORM MH-MHA1.1 (ALIGNMENT – SEA BREEZE DR.) STA:11+99.04 OFF:21.00'L DEPTH:6.33' RIM:64.62 INV IN:58.29 – 30" RCP INV OUT:58.29 – 30" RCP

PROP. 377 LF 36" RCP @ 0.18%

PROP. 42 LF 36" RCP @ 0.27%

PROP. (2) 24" RCP

PROP. 24 LF 24" RCP @ 0.20%

PROP. STORM MH-TYPE M W/ 8'x6' (BOX)-MHA2.1 (ALIGNMENT – SEA BREEZE DR.) STA:3+19.55 OFF:45.00'R DEPTH:7.59' RIM:64.48 INV IN:56.89 – 36" RCP INV OUT:56.89 – 24" RCP

PROP. TYPE M W/ CURB INLET TOP (8'x6' BOX)-A2.5 (ALIGNMENT – SEA BREEZE DR.) STA:3+19.55 OFF:21.00'R DEPTH:7.58' RIM:64.42 INV IN:56.84 – 36" RCP INV IN:56.84 – 24" RCP

PROP. CURB INLET TYPE A-A1.4 (ALIGNMENT – SEA BREEZE DR.) STA:9+51.06 OFF:21.00'R DEPTH:6.70' RIM:64.65 INV IN:57.95 – 24" RCP

PROP. 254 LF 36" RCP @ 0.20%

PROP. CURB INLET TYPE A-A2.3 (ALIGNMENT – LAND BREEZE DR.) STA:3+19.55 OFF:21.00'L DEPTH:6.66' RIM:64.05 INV IN:57.40 – 30" RCP INV OUT:57.40 – 24" RCP INV OUT:57.40 – 36" RCP

PROP. 388 LF 30" RCP @ 0.20%

PROP. 48" STORM MH-MHA2.2 (ALIGNMENT – LAND BREEZE DR.) STA:7+07.09 OFF:22.62'L DEPTH:6.65' RIM:64.84 INV IN:58.19 – 30" RCP INV OUT:58.19 – 30" RCP

PROP. CURB INLET TYPE A-A2.2 (ALIGNMENT – LAND BREEZE DR.) STA:9+51.06 OFF:21.00'L DEPTH:5.68' RIM:64.31 INV OUT:58.66 – 24" RCP INV OUT:58.66 – 30" RCP

PROP. 244 LF 30" RCP @ 0.19%

PROP. 42 LF 24" RCP @ 0.20%

PROP. 42 LF 24" RCP @ 0.20%

PROP. CURB INLET TYPE A-A2.4 (ALIGNMENT – LAND BREEZE DR.) STA:3+19.55 OFF:21.00'R DEPTH:6.57' RIM:64.05 INV IN:57.48 – 24" RCP

PROP. CURB INLET TYPE A-A2.1 (ALIGNMENT – LAND BREEZE DR.) STA:9+51.06 OFF:21.00'R DEPTH:5.57' RIM:64.31 INV IN:58.74 – 24" RCP

EXIST. BENCHMARK TOP OF BOLT OF FIRE HYDRANT ELEV 63.74 NAD-83 N: 16584486.1900 E: 1177768.8330

N: 16584363.4411
E: 1177724.8208

C-2 25,667 SF
C-1 24,999 SF
25 15,898 SF
26 16,056 SF
27 16,472 SF
28 16,480 SF
24 11,265 SF
23 10,140 SF
22 10,140 SF
21 10,140 SF
20 10,140 SF
29 13,935 SF
35 11,700 SF
32 11,700 SF
39 10,140 SF
40 10,140 SF
41 10,140 SF
42 10,140 SF
43 10,140 SF
46 10,678 SF
55 10,140 SF
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53 10,140 SF
50 10,140 SF
49 10,140 SF
48 10,140 SF
47 10,677 SF
3 10,140 SF
4 10,140 SF
5 10,140 SF
6 10,140 SF
7 10,140 SF
8 10,140 SF
11 11,339 SF
12 10,286 SF
13 12,660 SF
14 10,080 SF
15 10,140 SF
16 10,140 SF
17 10,140 SF
18

SUPREME ENGINEERING
TBPELS FIRM No. F-21135
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135 PASEO DEL PRADO, STE. 7
EDINBURG, TX 78539
PH: (956) 272-2246

STATE OF TEXAS
OMAR CANO
120081
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY OMAR CANO, P.E. ON 10/6/2022
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

REVISIONS:			APPROVED BY:
		DATE:	
REV	DESCRIPTION		

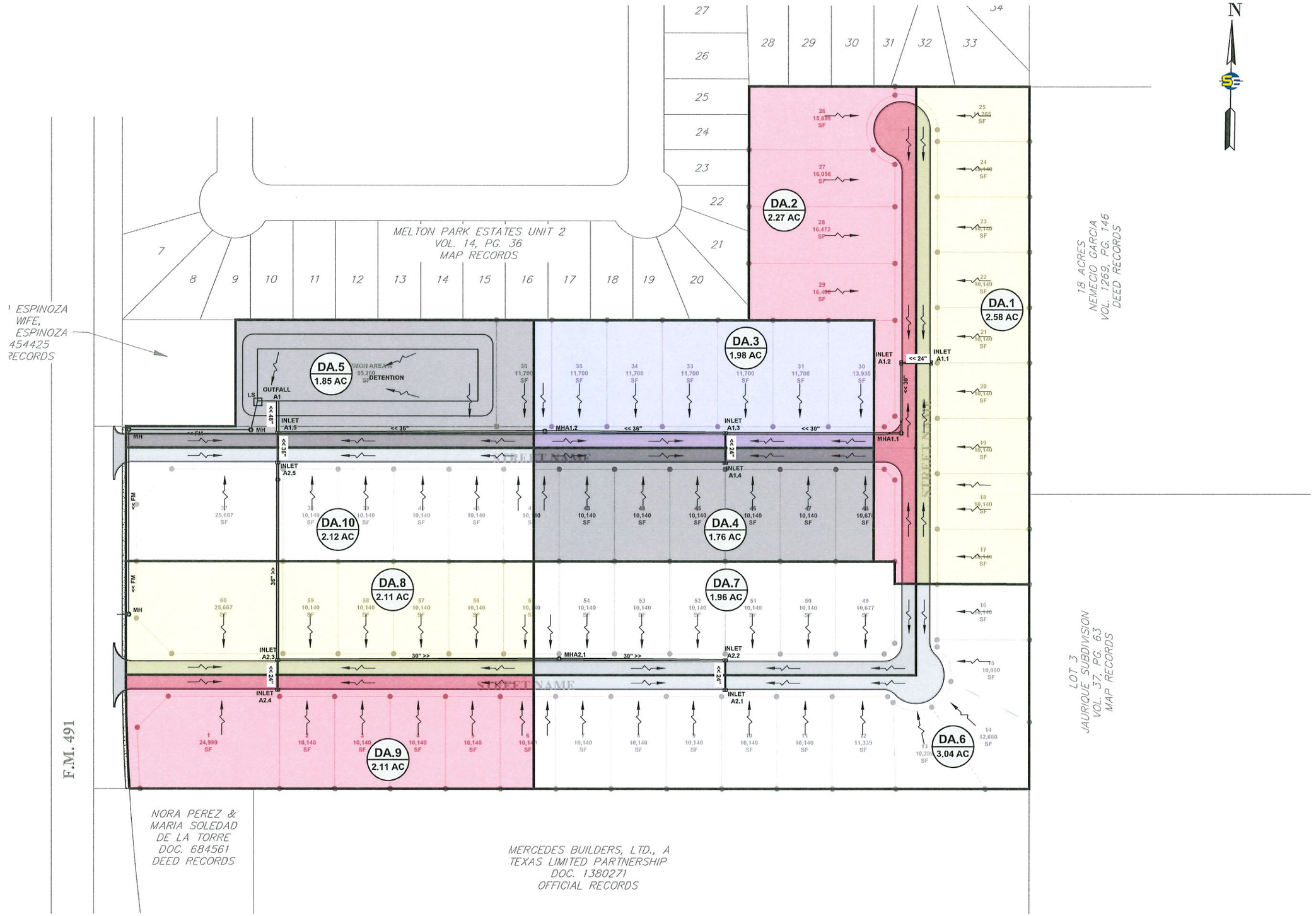
PROJECT No. ##
PROJECT TEAM
DESIGN BY: O.C.
DRAWN BY: J.L.G.
CHECKED BY: O.C.
APPROVED BY: O.C.

PREPARED FOR:
TIKI LAND COMPANY, LLC
908 W. FERGUSON ST.
PHARR, TEXAS 78577

SUMMER BREEZE SUBDIVISION
STORM SEWER PLAN – OVERALL

C6

---- PLOTTED 10/6/2022 C6.0 STORM SEWER PLAN.DWG



SUPREME ENGINEERING

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STATE OF TEXAS
OMAR CANO
120081
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY OMAR CANO, P.E. ON 4/21/2022

ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

REVISIONS:							
REV	DESCRIPTION	DATE	APPROVED BY:				

PROJECT No.
E21-012

PROJECT TEAM
DESIGN BY: O.C.
DRAWN BY: J.G.
CHECKED BY: O.C.
APPROVED BY: O.C.

PREPARED FOR:
TIKI LAND COMPANY, LLC
908 W. FEGURSON ST.
PHARR, TX 78577

SUMMER BREEZE SUBDIVISION
DRAINAGE AREA PLAN

C11

PLOTTED 4/21/2022 C11 - DRAINAGE AREA PLAN.DWG

General Office

(956) 565-2411
(956) 565-0521 Fax

E-Mail
hccid9general@hccid9.org

HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT # 9

RANDALL WINSTON P.E.
General Manager

Debra Pena
Tax Assessor-Collector

P O Box 237 Mercedes, Texas 78570

June 2, 2026

Re: Summer Breeze Subdivision
Mile 7 N x FM 491 (Baseline Rd) Mercedes Tx

To Whom It May Concern:

We have reviewed your request for District Facilities located on said subject property. Based upon investigation, HCCID #9 has no existing facilities across said subject property. HCCID #9 does not waive its right to any blanket or apparent easements shown in said subject property title policy.

Thank you,

HCCID #9
Mercedes, Texas
956-565-2411

SUMMER
BREEZE

Date: 06/01/2026

Subject: Request for Abandonment of 5 Feet of Rear Easement – Lots 1 through 57, Summer Breeze Subdivision, Mercedes, Texas

Dear Representatives,

We are currently developing a subdivision located in the City of Mercedes, Texas. During the platting process, an error occurred in which the rear setback/easement area was shown as fifteen feet (15') instead of the intended ten feet (10').

After reviewing the site conditions, we have determined that no utilities, facilities, or infrastructure are located within the additional five-foot (5') area located at the rear portion of the lots. Therefore, we respectfully request consideration for the abandonment and release of this additional five-foot (5') rear easement area affecting Lots 1 through 57.

We would also like to acknowledge that we are abandoning this area and have no objection to the abandonment of these additional five feet (5'), as the area is not necessary for present or future utility installations or public services. This documentation is required by the City of Mercedes in order to authorize construction within this area and reduce the rear easement from fifteen feet (15') to ten feet (10').

Additionally, we respectfully request that AEP provide a letter stating that it has no objection to the abandonment of the additional five feet (5') of rear easement affecting Lots 1 through 57 of the subdivision.

Thank you for your time and consideration of this request. Should you require any additional information, plans, or supporting documentation, we will be pleased to provide them.

Sincerely,

Adriana Salazar
Developer Representative
Tiki Land Company LLC

Phone: 956-483-4372
Email: Tikilandcompanyllc@yahoo.com

General Office

(956) 565-2411
(956) 565-0521 Fax

E-Mail
hccid9general@hccid9.org

HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT # 9

P O Box 237 Mercedes, Texas 78570

RANDALL WINSTON P.E.
General Manager

Debra Pena
Tax Assessor-Collector

June 2, 2026

Re: Lot 3
Summer Breeze Subdivision
Luis Hess

To Whom It May Concern:

We have reviewed your request for District Facilities located on said subject property. Based upon investigation, HCCID #9 has no existing facilities across said subject property. HCCID #9 does not waive its right to any blanket or apparent easements shown in said subject property title policy.

Thank you,

HCCID #9
Mercedes, Texas
956-565-2411

AGENDA ITEM NO. 9.C.

Ordinances/Resolutions

DATE: July 21, 2026
FROM: Denisse Hernandez, Planning Director
ITEM: **Discussion and possible action to First Reading of Ordinance 2026-19 amending Chapter 13, Article 9, Section 14, "Sludge transporters," to update regulations and penalties**

BACKGROUND INFORMATION: Background

The City Commission has determined that stronger oversight and enforcement mechanisms are necessary for the transportation and disposal of sludge, septic waste, and grease trap waste to protect public health, safety, and municipal infrastructure. This ordinance establishes comprehensive permitting requirements, reporting standards, and strict penalties for non-compliance or environmental spills. The ordinance successfully passed its first reading on July 7, 2026, and is scheduled for its second reading on July 21, 2026.

Summary of Key Ordinance Provisions
If adopted, this ordinance enacts the following regulatory updates:

- Permit Requirements & Fees: All sludge transporters must obtain an annual permit, with fees tiered by truck capacity. Permits require vehicles to prominently display a City-issued decal and permit number, and transporters must maintain minimum commercial general, auto, and pollution liability insurance.
- Verification of Permits: City personnel are prohibited from accepting waste at any City-owned disposal facility from transporters who do not possess and display a valid, active permit. Transporters must also maintain all required state (TCEQ) authorizations.
- Record-Keeping & Reporting: Transporters must maintain accurate logs of all collection, transportation, and disposal activities for a minimum of three years and submit an annual report to the City by January 31.
- Spill Penalties & Cost Recovery: The ordinance establishes a minimum $5,000 fine for any spill or environmental hazard caused by a transporter. Furthermore, the responsible party is required to reimburse the City for all associated cleanup, remediation, engineering, laboratory, and personnel costs.
- Administrative Penalties & Enforcement: The City establishes a clear schedule of administrative penalties, including fines for operating without a permit ($1,000 first offense), disposing at a city facility without a permit ($2,000), or providing false records ($2,000). It also grants the City authority to suspend or revoke permits for repeated violations or failure to pay fines.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)
Proposed Expenditure/(Revenue): **Account Number(s):**
$

Finance Review by: Not Applicable

LEGAL REVIEW:

ATTACHMENTS:
1. ORDINANCE NO-SLUDGE TRANSPORTER 2026
2. ORDINANCE NO-SLUDGE TRANSPORTER CHANGES

STAFF RECOMMENDATION: This ordinance is critical to ensuring the safe and accountable disposal of commercial waste within the City. By establishing strict record-keeping requirements, clear insurance mandates, and substantial financial penalties for spills and unauthorized dumping, the City can better protect its wastewater infrastructure and shift the financial burden of environmental cleanup directly onto the non-compliant operators responsible.

ORDINANCE NO. 2026-19

AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS, AMENDING ORDINANCE NO. 2025-04 AND CHAPTER 13, ARTICLE 9, SECTION 14, "SLUDGE TRANSPORTERS," OF THE CODE OF ORDINANCES; PROVIDING FOR PERMIT SUSPENSION AND REVOCATION; ESTABLISHING VEHICLE IDENTIFICATION REQUIREMENTS; REQUIRING VERIFICATION OF CITY PERMITS PRIOR TO DISPOSAL; ESTABLISHING ADDITIONAL ENFORCEMENT MEASURES; PROVIDING FOR COST RECOVERY; PROVIDING FOR CIVIL AND CRIMINAL PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that the transportation and disposal of sludge, septic waste, grease trap waste, grit trap waste, and similar waste streams require additional oversight to protect public health, safety, welfare, and municipal infrastructure; and

WHEREAS, the City Commission finds that stronger enforcement mechanisms are necessary to ensure compliance with permitting requirements and disposal regulations;

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

SECTION I. PERMIT REQUIREMENTS FOR SLUDGE TRANSPORTERS.

(a) Permit requirements for sludge transporters.

1. All sludge transporters operating within the City of Mercedes must obtain a yearly permit from the City of Mercedes before engaging in sludge transporting activities.
2. The yearly permit fee shall be based on the truck's capacity as follows:
    A. Containers between 0 to 1,999
    B. Containers between 2,000 to 4,999 gallons: $1,000.00.
    C. Containers between 5,000 to 10,000 gallons: $1,500.00.
    D. Sticker permit fee: $10.00.
3. Permit fees shall be paid upon application or renewal of permit and are non-refundable.
4. Permits must be renewed annually, and sludge transporters must maintain compliance with all applicable local, state, and federal regulations.
5. Every vehicle operating under a City Sludge Transporter Permit shall display a City-issued permit decal and permit number on both sides of the vehicle.
6. The permit number shall be clearly visible and maintained in a legible condition at all times.
7. No transporter shall dispose of waste at any City-owned facility without displaying a valid permit decal.

(b) Spill penalties.

1. Sludge transporters will be held financially responsible for any spills, leaks, or improper disposal of grease waste within the City of Mercedes.
2. The minimum fine for any spill or environmental hazard caused by a sludge transporter is set at $5,000.00.
3. Additional remediation costs incurred by the City due to spills or noncompliance

will be billed to the responsible party.

4. Invoices for spill penalties and cleanup costs are due upon receipt and payable to the City.

(c) Inspections and record-keeping.

1. All sludge transporters must maintain accurate records of all grease collection, transportation, and disposal activities, which must be available for inspection or auditing upon request by City officials.
2. Records must include the following information:
    A. Date and location of grease collection.
    B. Volume of grease collected.
    C. Transportation details, including vehicle identification.
    D. Disposal site and confirmation of proper disposal.
3. Transporters must submit an annual report of these records to the City no later than January 31 of each year.
4. The City reserves the right to inspect sludge transporter vehicles and equipment to ensure compliance with this section.
5. All transporters shall maintain manifests, trip tickets, disposal records, and related documentation for a minimum period of three (3) years.
6. Such records shall be made available for inspection upon request by the City.
7. Failure to maintain or provide records shall constitute a violation of this ordinance.

(d) Enforcement.

1. Failure to obtain a permit, comply with permit conditions, or pay fines will result in the suspension or revocation of the grease hauler's permit.
2. Any sludge transporter operating without a valid permit shall be subject to a penalty of $500 per violation.
3. Repeat violations may result in additional penalties and legal action.
4. This placement ensures the $500 penalty is directly tied to enforcement actions and is clear for transporters to understand the consequences of noncompliance.

(e) Verification of permit prior to disposal.

1. No wastewater treatment plant, receiving station, lift station, disposal facility, or other City-owned facility shall accept sludge, septic waste, grease trap waste, grit trap waste, or similar waste from any transporter that does not possess a valid City Sludge Transporter Permit.
2. City personnel responsible for receiving waste shall verify permit status prior to authorizing discharge.
3. The City may deny access to any transporter whose permit is expired, suspended, revoked, or otherwise invalid.

(f) Maintenance of state authorizations.

1. All permit holders shall maintain all registrations, licenses, permits, and authorizations required by the Texas Commission on Environmental Quality (TCEQ) and any other applicable regulatory agency.
2. Failure to maintain required state authorizations shall result in automatic suspension of the City permit until proof of compliance is provided.

(g) Permit Suspension.

The City may suspend a permit upon a finding that the permit holder has:

1. Operated in violation of this ordinance;
2. Failed to maintain required insurance;
3. Failed to maintain required state registrations;
4. Submitted false or misleading information;
5. Caused or contributed to a spill, discharge, or environmental contamination event;
6. Failed to pay fees, penalties, or costs owed to the City.

The permit holder shall receive written notice of suspension and shall have ten (10) calendar days to request an administrative hearing.

(h) Permit Revocation.

The City may revoke a permit upon a finding that the permit holder:

1. Has committed three (3) or more violations of this ordinance within any twelve-month period;
2. Operated while under suspension;
3. Knowingly falsified records or manifests;
4. Caused significant environmental damage or contamination;
5. Repeatedly failed to comply with permit conditions.

A transporter whose permit is revoked shall be prohibited from obtaining a new City permit for a period of one (1) year from the date of revocation.

A second revocation within five (5) years shall result in a prohibition from obtaining a City permit for a period of five (5) years.

(i) Cost recovery.

1. In addition to any criminal or civil penalty, any person responsible for a spill, discharge, contamination event, unauthorized disposal, or other violation shall reimburse the City for all costs incurred, including but not limited to:
    A. Cleanup costs;
    B. Remediation costs;
    C. Engineering fees;
    D. Laboratory testing;
    E. Disposal costs;
    F. Personnel costs;
    G. Equipment costs;
    H. Administrative costs;
    I. Attorney's fees when authorized by law.

(j) Continuing violations.

1. Each day a violation continues shall constitute a separate offense.
2. Each unauthorized discharge shall constitute a separate offense.
3. Each vehicle operating without a valid permit shall constitute a separate offense.

(k) Insurance Requirements.

1. Permit holders shall maintain the following minimum insurance coverage:
    A. Commercial General Liability Insurance: $1,000,000 per occurrence;
    B. Automobile Liability Insurance: $1,000,000 combined single limit;
    C. Pollution Liability or Environmental Impairment Coverage in an amount approved by the City Manager.
2. Proof of insurance shall be submitted annually and upon renewal.

(l) Penalties.

1. Any person violating any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine as authorized by state law. The penalties provided herein are cumulative and shall not preclude the City from seeking:
    A. Permit suspension;
    B. Permit revocation;
    C. Injunctive relief;
    D. Cost recovery;
    E. Any other remedy authorized by law.
2. The following administrative penalties are hereby established:
    A. Operating without a valid City Sludge Transporter Permit:
        i. First offense: $1,000.00
        ii. Second offense within twelve (12) months: $2,000.00
        iii. Third offense within twelve (12) months: Permit denial or revocation and $2,000.00 per violation.
    B. Failure to renew permit prior to expiration:
        i. $500.00 administrative penalty plus all applicable permit fees.
    C. Disposal at a City facility without a valid permit:
        i. $2,000.00 per occurrence.
    D. Failure to maintain required insurance:
        i. $1,000.00 per occurrence.
    E. Failure to maintain required TCEQ registration:
        i. $1,000.00 per occurrence.
    F. Failure to maintain manifests, trip tickets, or required records:
        i. $500.00 per occurrence.
    G. Refusal to provide records requested by the City:
        i. $1,000.00 per occurrence.
    H. Providing false information on an application, manifest, report, or certification:
        i. $2,000.00 per occurrence and immediate permit suspension.
    I. Unauthorized discharge, dumping, bypassing designated disposal facilities, or discharge at an unauthorized location:
        i. $2,000.00 per occurrence plus cleanup and remediation costs.
    J. Spill, release, or contamination event:
        i. Minimum administrative penalty of $5,000.00 per occurrence, plus reimbursement of all cleanup, remediation, engineering, laboratory, personnel, equipment, and legal costs incurred by the City.
3. Each day a violation continues shall constitute a separate offense.
4. Each vehicle operating in violation of this ordinance shall constitute a separate

violation.

5. The penalties established herein are cumulative and shall not preclude the City from pursuing permit suspension, permit revocation, injunctive relief, cost recovery, or any other remedy authorized by law.

2. SEVERABILITY PROVISION

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

3. CUMULATIVE PROVISION

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

4. PUBLICATION DATE

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

READ, DISCUSSED, AND APPROVED ON THIS THE 21ST DAY OF JULY IN THE YEAR OF OUR LORD, 2026.

1st Reading: July 21, 2026

2nd Reading: August 8, 2026

CITY OF MERCEDES:

_____

Oscar D. Montoya, Mayor

ATTEST:

_____

Joselynn Castillo
City Secretary

APPROVED AS TO FORM:

_____

Martie Garcia Vela
City Attorney

ORDINANCE NO. 2026-19

AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS, AMENDING ORDINANCE NO. 2025-04 AND CHAPTER 13, ARTICLE 9, SECTION 14, "SLUDGE TRANSPORTERS," OF THE CODE OF ORDINANCES; PROVIDING FOR PERMIT SUSPENSION AND REVOCATION; ESTABLISHING VEHICLE IDENTIFICATION REQUIREMENTS; REQUIRING VERIFICATION OF CITY PERMITS PRIOR TO DISPOSAL; ESTABLISHING ADDITIONAL ENFORCEMENT MEASURES; PROVIDING FOR COST RECOVERY; PROVIDING FOR CIVIL AND CRIMINAL PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that the transportation and disposal of sludge, septic waste, grease trap waste, grit trap waste, and similar waste streams require additional oversight to protect public health, safety, welfare, and municipal infrastructure; and

WHEREAS, the City Commission finds that stronger enforcement mechanisms are necessary to ensure compliance with permitting requirements and disposal regulations;

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

SECTION I. PERMIT REQUIREMENTS FOR SLUDGE TRANSPORTERS.

(a) Permit requirements for sludge transporters.

1. All sludge transporters operating within the City of Mercedes must obtain a yearly permit from the City of Mercedes before engaging in sludge transporting activities.
2. The yearly permit fee shall be based on the truck's capacity as follows:
    A. Containers between 0 to 1,999
    B. Containers between 2,000 to 4,999 gallons: $1,000.00.
    C. Containers between 5,000 to 10,000 gallons: $1,500.00.
    D. Sticker permit fee: $10.00.
3. Permit fees shall be paid upon application or renewal of permit and are non-refundable.
4. Permits must be renewed annually, and sludge transporters must maintain compliance with all applicable local, state, and federal regulations.
5. Every vehicle operating under a City Sludge Transporter Permit shall display a City-issued permit decal and permit number on both sides of the vehicle.
6. The permit number shall be clearly visible and maintained in a legible condition at all times.
7. No transporter shall dispose of waste at any City-owned facility without displaying a valid permit decal.

(b) Spill penalties.

1. Sludge transporters will be held financially responsible for any spills, leaks, or improper disposal of grease waste within the City of Mercedes.
2. The minimum fine for any spill or environmental hazard caused by a sludge transporter is set at $5,000.00.
3. Additional remediation costs incurred by the City due to spills or noncompliance

will be billed to the responsible party.

4. Invoices for spill penalties and cleanup costs are due upon receipt and payable to the City.

(c) Inspections and record-keeping.

1. All sludge transporters must maintain accurate records of all grease collection, transportation, and disposal activities, which must be available for inspection or auditing upon request by City officials.
2. Records must include the following information:
    A. Date and location of grease collection.
    B. Volume of grease collected.
    C. Transportation details, including vehicle identification.
    D. Disposal site and confirmation of proper disposal.
3. Transporters must submit an annual report of these records to the City no later than January 31 of each year.
4. The City reserves the right to inspect sludge transporter vehicles and equipment to ensure compliance with this section.
5. All transporters shall maintain manifests, trip tickets, disposal records, and related documentation for a minimum period of three (3) years.
6. Such records shall be made available for inspection upon request by the City.
7. Failure to maintain or provide records shall constitute a violation of this ordinance.

(d) Enforcement.

1. Failure to obtain a permit, comply with permit conditions, or pay fines will result in the suspension or revocation of the grease hauler's permit.
2. Any sludge transporter operating without a valid permit shall be subject to a penalty of $500 per violation.
3. Repeat violations may result in additional penalties and legal action.
4. This placement ensures the $500 penalty is directly tied to enforcement actions and is clear for transporters to understand the consequences of noncompliance.

(e) Verification of permit prior to disposal.

1. No wastewater treatment plant, receiving station, lift station, disposal facility, or other City-owned facility shall accept sludge, septic waste, grease trap waste, grit trap waste, or similar waste from any transporter that does not possess a valid City Sludge Transporter Permit.
2. City personnel responsible for receiving waste shall verify permit status prior to authorizing discharge.
3. The City may deny access to any transporter whose permit is expired, suspended, revoked, or otherwise invalid.

(f) Maintenance of state authorizations.

1. All permit holders shall maintain all registrations, licenses, permits, and authorizations required by the Texas Commission on Environmental Quality (TCEQ) and any other applicable regulatory agency.
2. Failure to maintain required state authorizations shall result in automatic suspension of the City permit until proof of compliance is provided.

(g) Permit Suspension.

The City may suspend a permit upon a finding that the permit holder has:

1. Operated in violation of this ordinance;
2. Failed to maintain required insurance;
3. Failed to maintain required state registrations;
4. Submitted false or misleading information;
5. Caused or contributed to a spill, discharge, or environmental contamination event;
6. Failed to pay fees, penalties, or costs owed to the City.

The permit holder shall receive written notice of suspension and shall have ten (10) calendar days to request an administrative hearing.

(h) Permit Revocation.

The City may revoke a permit upon a finding that the permit holder:

1. Has committed three (3) or more violations of this ordinance within any twelve-month period;
2. Operated while under suspension;
3. Knowingly falsified records or manifests;
4. Caused significant environmental damage or contamination;
5. Repeatedly failed to comply with permit conditions.

A transporter whose permit is revoked shall be prohibited from obtaining a new City permit for a period of one (1) year from the date of revocation.

A second revocation within five (5) years shall result in a prohibition from obtaining a City permit for a period of five (5) years.

(i) Cost recovery.

1. In addition to any criminal or civil penalty, any person responsible for a spill, discharge, contamination event, unauthorized disposal, or other violation shall reimburse the City for all costs incurred, including but not limited to:
    A. Cleanup costs;
    B. Remediation costs;
    C. Engineering fees;
    D. Laboratory testing;
    E. Disposal costs;
    F. Personnel costs;
    G. Equipment costs;
    H. Administrative costs;
    I. Attorney's fees when authorized by law.

(j) Continuing violations.

1. Each day a violation continues shall constitute a separate offense.
2. Each unauthorized discharge shall constitute a separate offense.
3. Each vehicle operating without a valid permit shall constitute a separate offense.

(k) Insurance Requirements.

1. Permit holders shall maintain the following minimum insurance coverage:
    A. Commercial General Liability Insurance: $1,000,000 per occurrence;
    B. Automobile Liability Insurance: $1,000,000 combined single limit;
    C. Pollution Liability or Environmental Impairment Coverage in an amount approved by the City Manager.
2. Proof of insurance shall be submitted annually and upon renewal.

(l) Penalties.

1. Any person violating any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine as authorized by state law. The penalties provided herein are cumulative and shall not preclude the City from seeking:
    A. Permit suspension;
    B. Permit revocation;
    C. Injunctive relief;
    D. Cost recovery;
    E. Any other remedy authorized by law.
2. The following administrative penalties are hereby established:
    A. Operating without a valid City Sludge Transporter Permit:
        i. First offense: $1,000.00
        ii. Second offense within twelve (12) months: $2,000.00
        iii. Third offense within twelve (12) months: Permit denial or revocation and $2,000.00 per violation.
    B. Failure to renew permit prior to expiration:
        i. $500.00 administrative penalty plus all applicable permit fees.
    C. Disposal at a City facility without a valid permit:
        i. $2,000.00 per occurrence.
    D. Failure to maintain required insurance:
        i. $1,000.00 per occurrence.
    E. Failure to maintain required TCEQ registration:
        i. $1,000.00 per occurrence.
    F. Failure to maintain manifests, trip tickets, or required records:
        i. $500.00 per occurrence.
    G. Refusal to provide records requested by the City:
        i. $1,000.00 per occurrence.
    H. Providing false information on an application, manifest, report, or certification:
        i. $2,000.00 per occurrence and immediate permit suspension.
    I. Unauthorized discharge, dumping, bypassing designated disposal facilities, or discharge at an unauthorized location:
        i. $2,000.00 per occurrence plus cleanup and remediation costs.
    J. Spill, release, or contamination event:
        i. Minimum administrative penalty of $5,000.00 per occurrence, plus reimbursement of all cleanup, remediation, engineering, laboratory, personnel, equipment, and legal costs incurred by the City.

3. Each day a violation continues shall constitute a separate offense.
4. Each vehicle operating in violation of this ordinance shall constitute a separate violation.
5. The penalties established herein are cumulative and shall not preclude the City from pursuing permit suspension, permit revocation, injunctive relief, cost recovery, or any other remedy authorized by law.

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

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ATTEST:

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Joselynn Castillo
City Secretary

APPROVED AS TO FORM:

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Martie Garcia Vela
City Attorney

CITY SECRETARY'S OFFICE
2026 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	4	4	3	3							18
Minutes Reg./Special	2	2	4	4	3	3							18
Ordinances	2	5	1	4	2	0							14
Resolutions	4	12	1	2	12	0							31
Contracts	1	0	2	4	0	2							9
Bids	0	0	0	0	0	0							0
PERMITS													
Sound/Dance	2	3	3	5	3	2							18
TABC	0	2	0	0	0	1							3
VITAL STATISTICS													
Filling w. State	9	7	5	11	6	3							41
Issuing Birth	26	24	28	16	14	13							121
Issuing Death	8	6	2	3	1	7							27
RISK MANAGEMEI													
Vehicle Claims	0	1	2	1	1	0							5
Liability Claims	0	0	1	2	1	4							8
OPEN RECORDS													
Received	26	33	26	29	31	43							188
Responded	24	29	25	27	27	43							175
HUMAN RESOURC													
New Hires	3	1	3	10	7	4							28
Resignations	3	2	3	3	8	6							25
Retirements	2	1	3	2	2	2							12
Workers Comp	1	2	2	2	1	2							10

Significant Comments:

Next Request went Live May 1, 2026 - This is the online requests for open records.

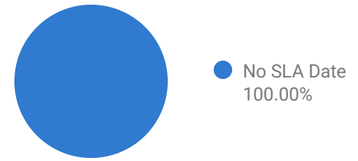
Customer tickets overview

Date Filter is from 2026/06/01 until 2026/06/30 Ticket Status is not Merged

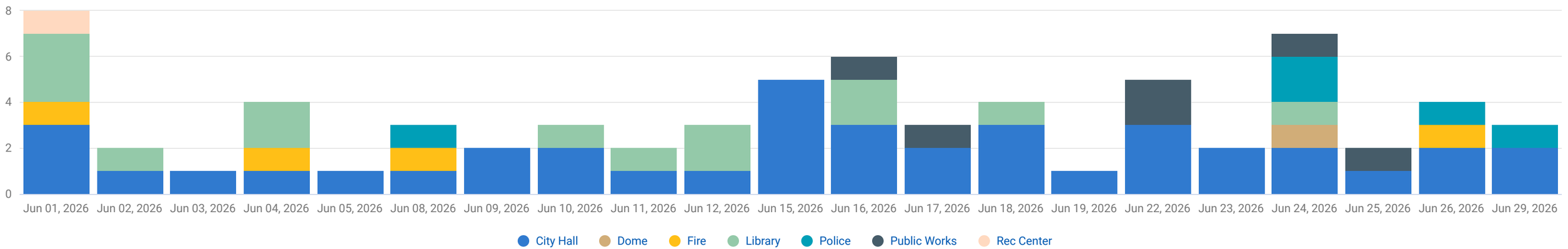
Total Tickets	Total Ticket Duration (hours)	Average Ticket Duration (hours)
71	1,783.08	25.84

Number of Customers	Ticket Volume Per Customer
7	71

Ticket SLA Category



Tickets by Customer



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	40	552.13	14.16	13.28	0	0
Library	14	955.10	68.22	15.23	0	0
Public Works	6	147.89	29.58	4.82	0	0
Police	5	1.50	0.30	0.30	0	0
Fire	4	77.95	19.49	19.49	0	0
Dome	1	0.01	0.01	0.01	0	0
Rec Center	1	48.50	48.50	0.28	0	0

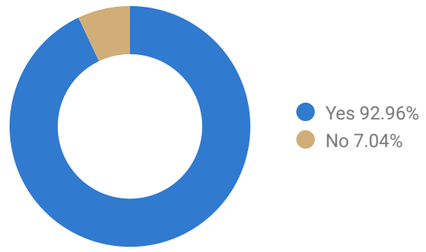
Ticketing summary

Date Filter is from 2026/06/01 until 2026/06/30 Ticket Status is not Merged

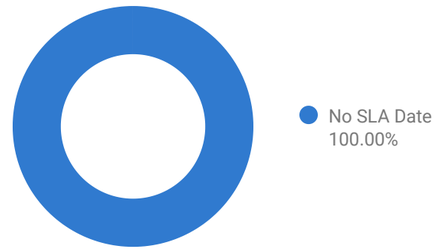
Total Tickets	Total Duration (hours)	Average Duration (hours)
71	1,783.08	25.84

Total Time Entry Duration (hours): 1.64

Technician Assigned



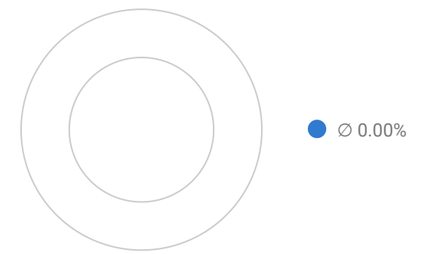
Ticket SLA Category



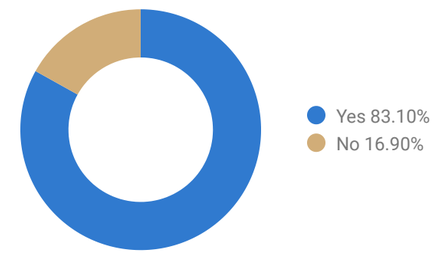
AI Auto-Tags

	Tag Name	Number of Tags
1	Security / Security Alerts and Threats	23
2	Application / Application usability & setup	9
3	Hardware / Printing Device	7
4	Network / Onboarding - Offboarding User	5
5	Scanner / Scanning Usage & Setup	4
6	Application / Access & Permissions	3
7	Hardware / Damaged - Faulty	3
8	Hardware / Equipment orders and installations	3
9	Monitor / Display Issues & Setup	2
10	Network / Internet and Phone Connectivity Issues	2
11	Application / Install - Uninstall - Update	2
12	Printer / Printing Usage & Setup	2
13	System / Windows / Login - Password Reset	2
14	System / Windows / System Configuration & Settings	1
15	Application / Printing usage & setup	1
16	Hardware / Cable - Power - Battery	1
17	Application / Email Management, Delivery and Settings	1

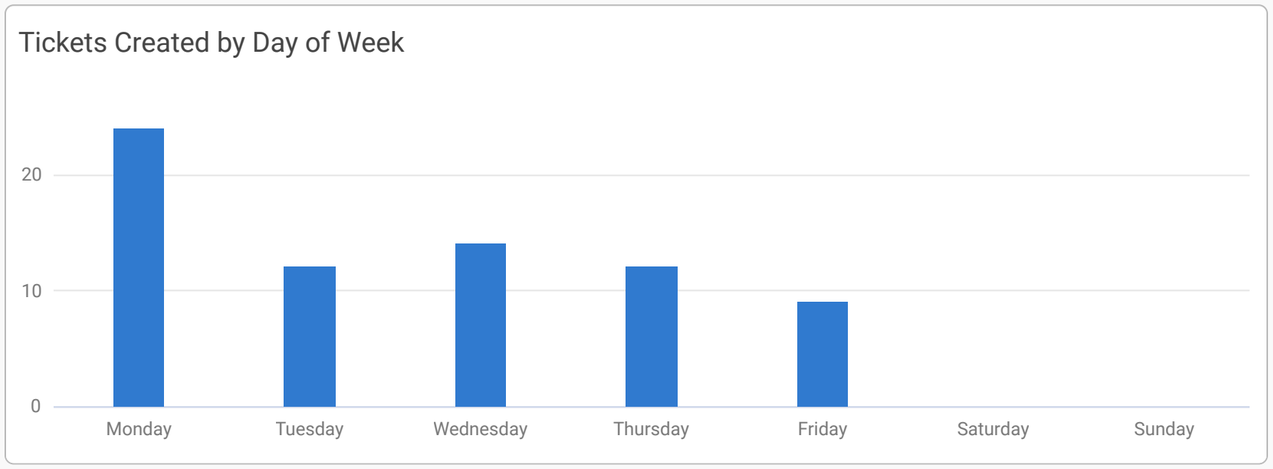
Ticket Alerts



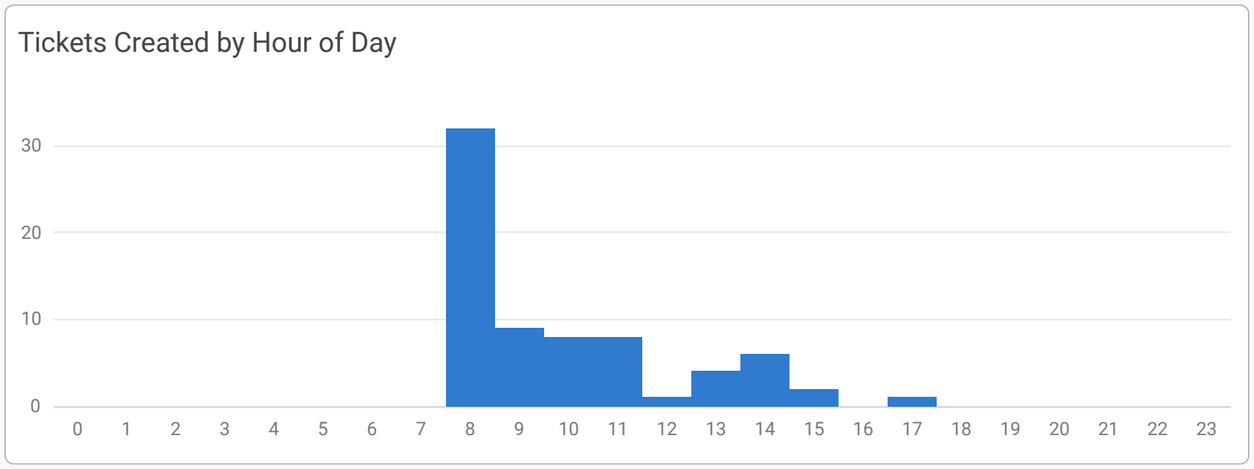
Agent Assigned



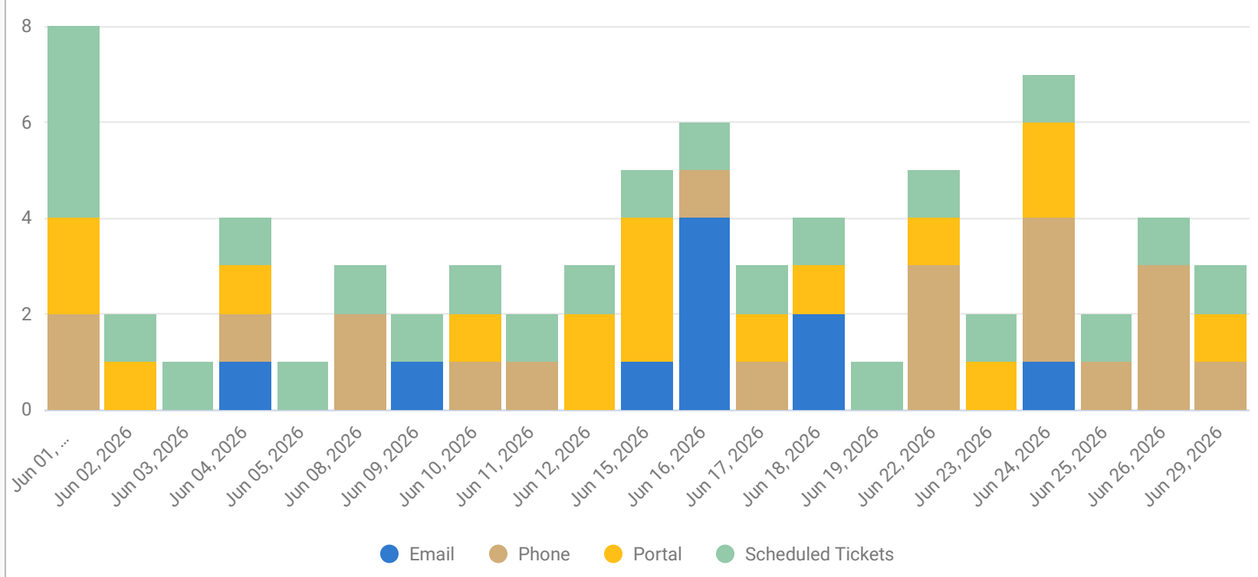
Tickets Created by Day of Week



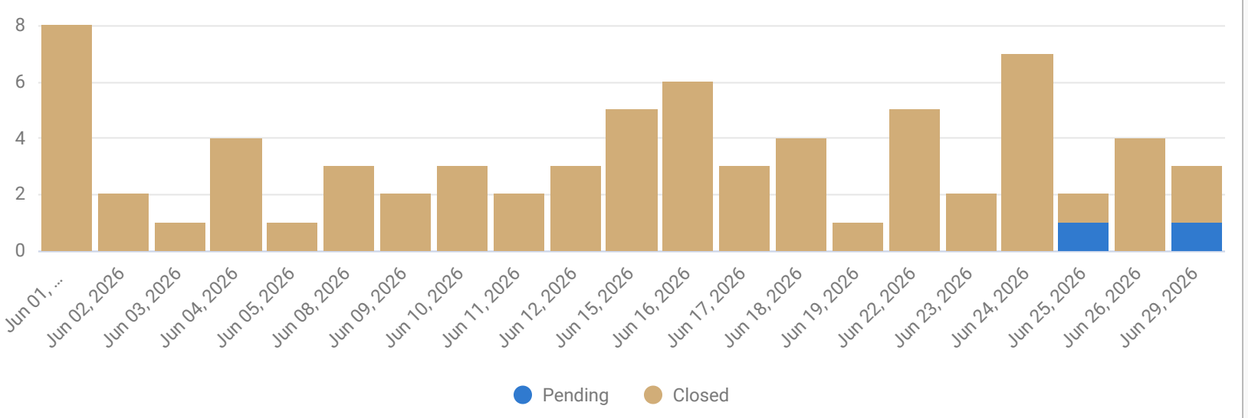
Tickets Created by Hour of Day



Tickets by Source



Tickets by Status



Technician overview

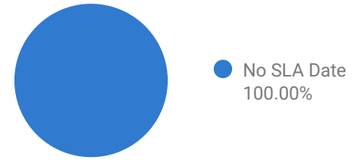
Date Filter is from 2026/06/01 until 2026/06/30 Ticket Status is not Merged

Number of tickets	Total Ticket Duration (hours)	Average Ticket Duration (hours)
71	1,783.08	25.84

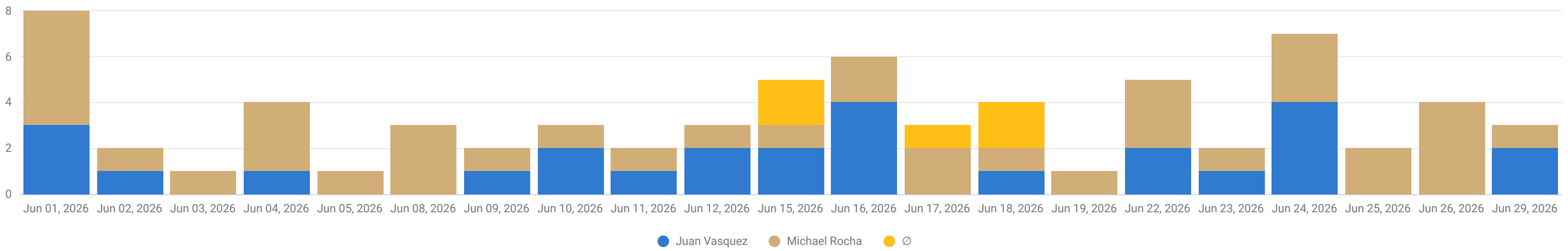
12.01
Average First Response Time (h...

25.84
Average Resolution Time (hours)

Ticket SLA Category



Tickets by Technician



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	39	505.64	13.31	11.70	0	0	0	1
2	Juan Vasquez	27	1,128.51	43.40	9.18	0	0	0	1
3	∅	5	148.93	29.79	29.79	0	0	0	0

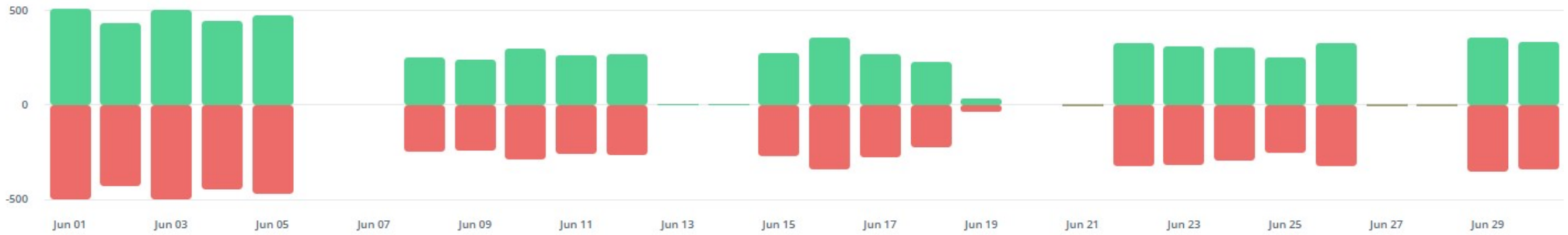
City Hall Analytics | Jun 1, 2026 - Jun 30, 2026 | All Sites

Occupancy | 1 Day

Traffic

In 7,089
↑ 5% from last month

Out 7,017
↑ 5% from last month



Net Cumulative Occupancy

Peak 52
↓ 36% from last month

Reports snapshot

Active users	New users	Average engagement time per active user	Event count
8.8K	7.7K	53s	67K

Top pages/screens

PAGE TITLE AND SCREEN CLASS	VIEWS	ACTIVE USERS	EVENT COUNT	BOUNCE RATE
Home | City of Mercedes	6K	3.1K	18K	45.7%
Job Opportunities | City of Mercedes	2.9K	1.9K	10K	31.0%
Employment Application - City of Mercedes	2.2K	265	7.8K	13.4%
Not Found 404 | City of Mercedes	774	703	2.4K	72.2%
Utility Connections | City of Mercedes	553	366	1.7K	33.0%
trafficheap.cc	502	502	2K	0.2%
It Starts Here	501	501	1K	0.0%

View pages and screens

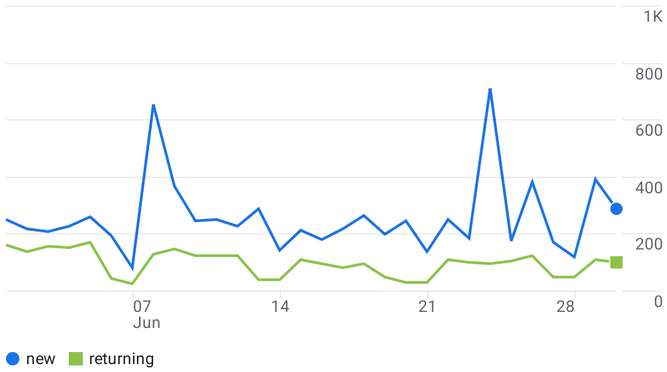
Active users by First user source / medium

FIRST USER SOURCE / ME…	ACTIVE USERS
(direct) / (none)	3.5K
google / organic	2.9K
facebook.com / referral	633
trafficheap.cc / referral	502
m.facebook.com / referral	398
lm.facebook.com / referral	297
bing / organic	292

Sessions by Session source / medium

SESSION SOURCE / MEDIUM	SESSIONS
google / organic	5.4K
(direct) / (none)	4.4K
facebook.com / referral	686
trafficheap.cc / referral	502
bing / organic	499
m.facebook.com / referral	433
lm.facebook.com / referral	343

New vs Returning users



Active users by City

CITY	ACTIVE USERS
Dallas	1.2K
Singapore	793
Mercedes	773
Austin	734
Weslaco	533
McAllen	489
Columbus	370

View cities

Active users by Audience name

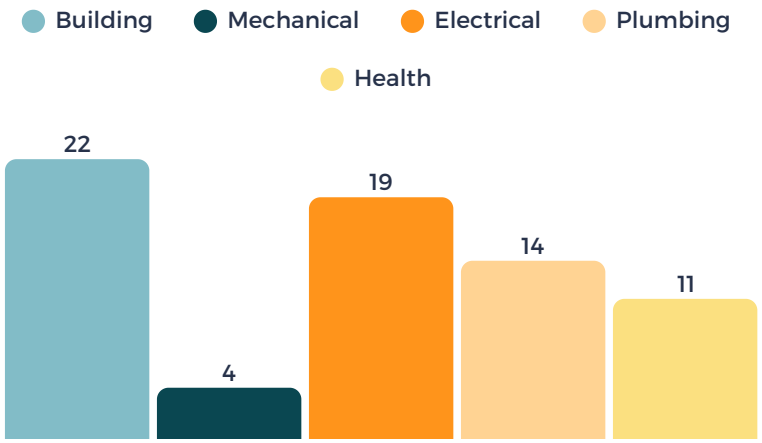
AUDIENCE NAME	ACTIVE USERS
All Users	8.8K

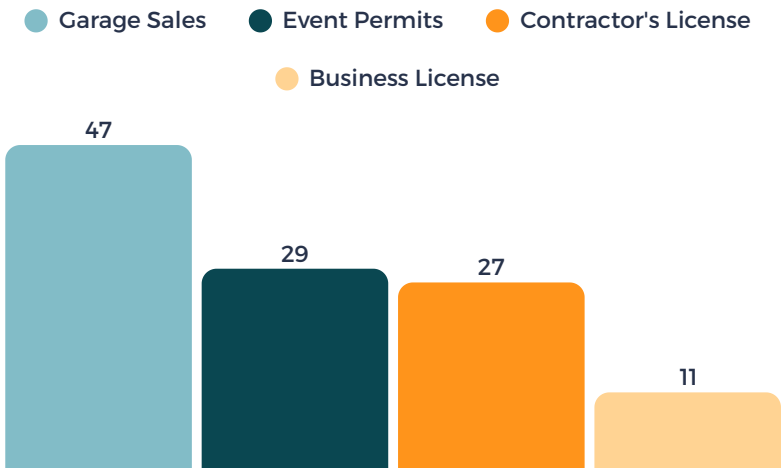
View audiences

PLANNING DEPARTMENT MONTHLY REPORT JUNE 2026

Department Activity (June 2026)

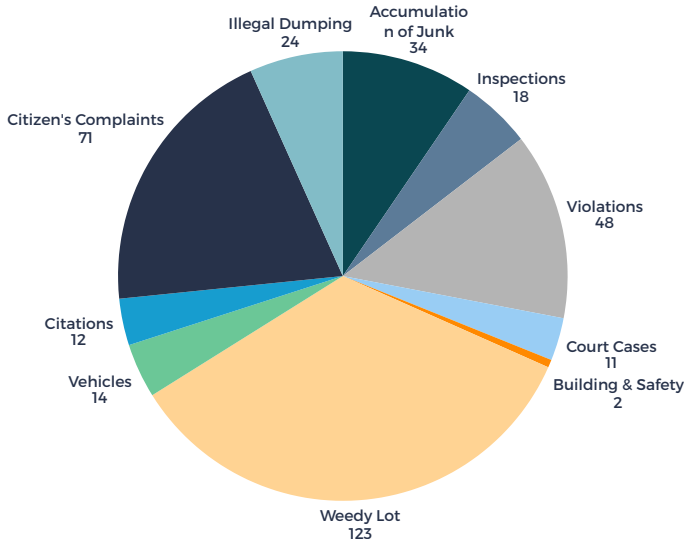
Permits Issued



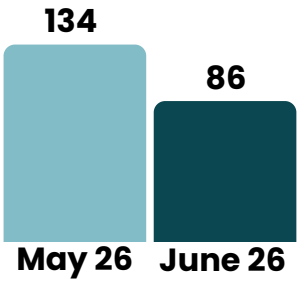


*includes both new and renewal licenses

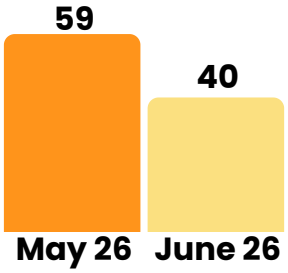
Code Enforcement Activity (June 2026)



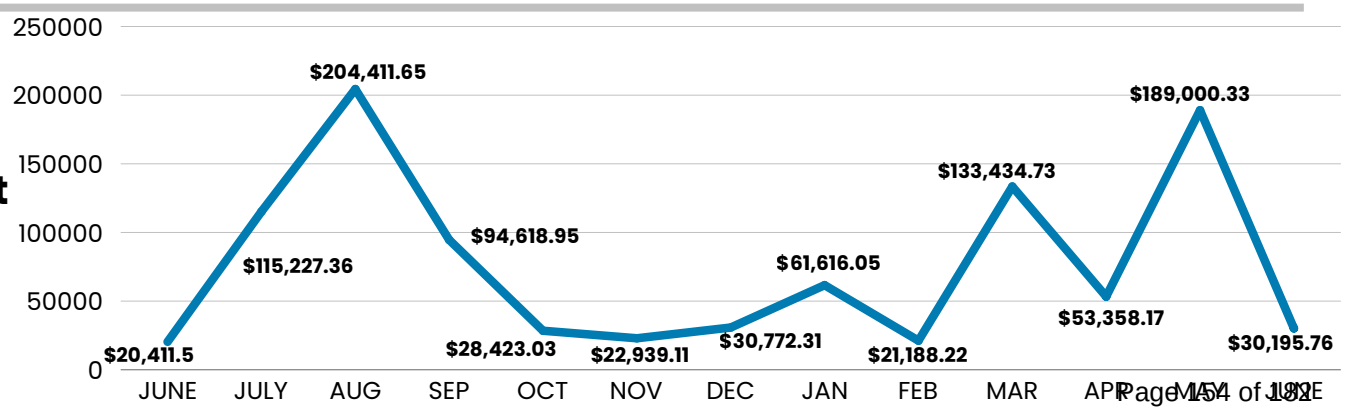
Building Inspections



Plan Reviews

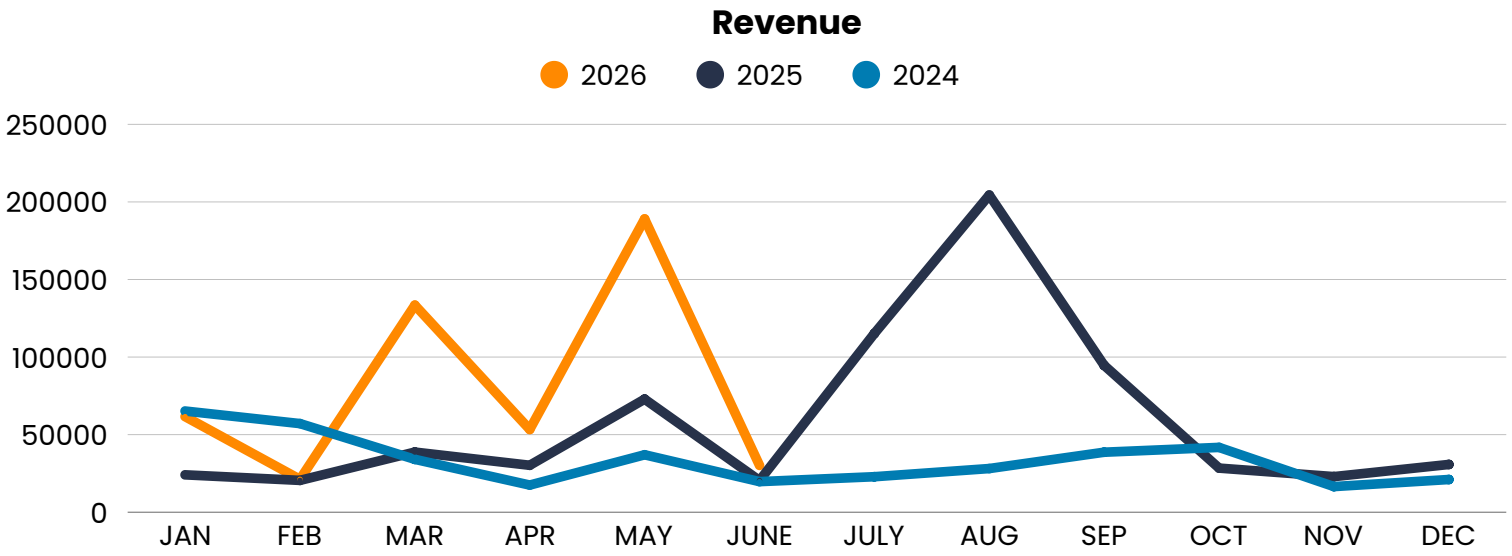


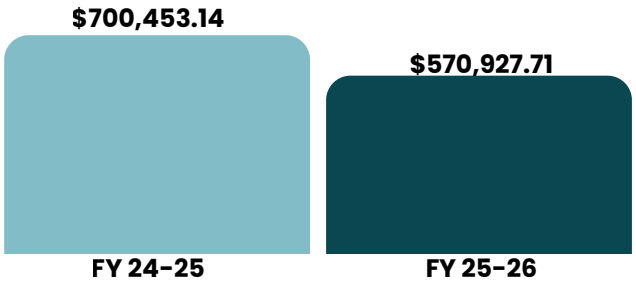
Department Revenue

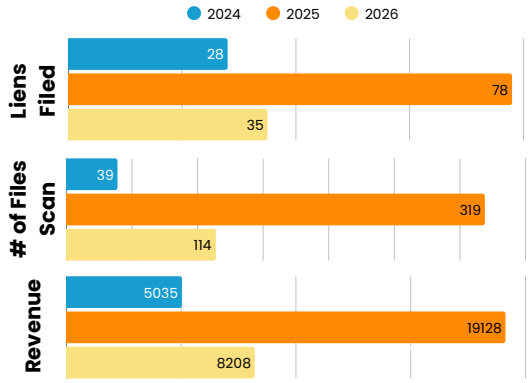


PLANNING DEPARTMENT MONTHLY REPORT YTD (JUNE)

Activity (FY 24-25 VS YTD)





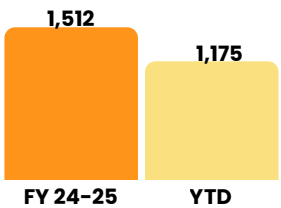


Permits Issued

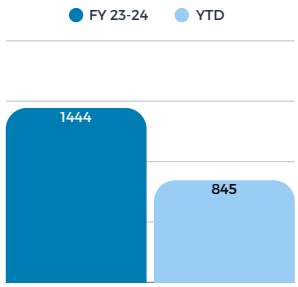
	FY 24-25	YTD
New Residential Construction	61	52
Commercial Construction	18	14
Other Permits	1,365	824

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

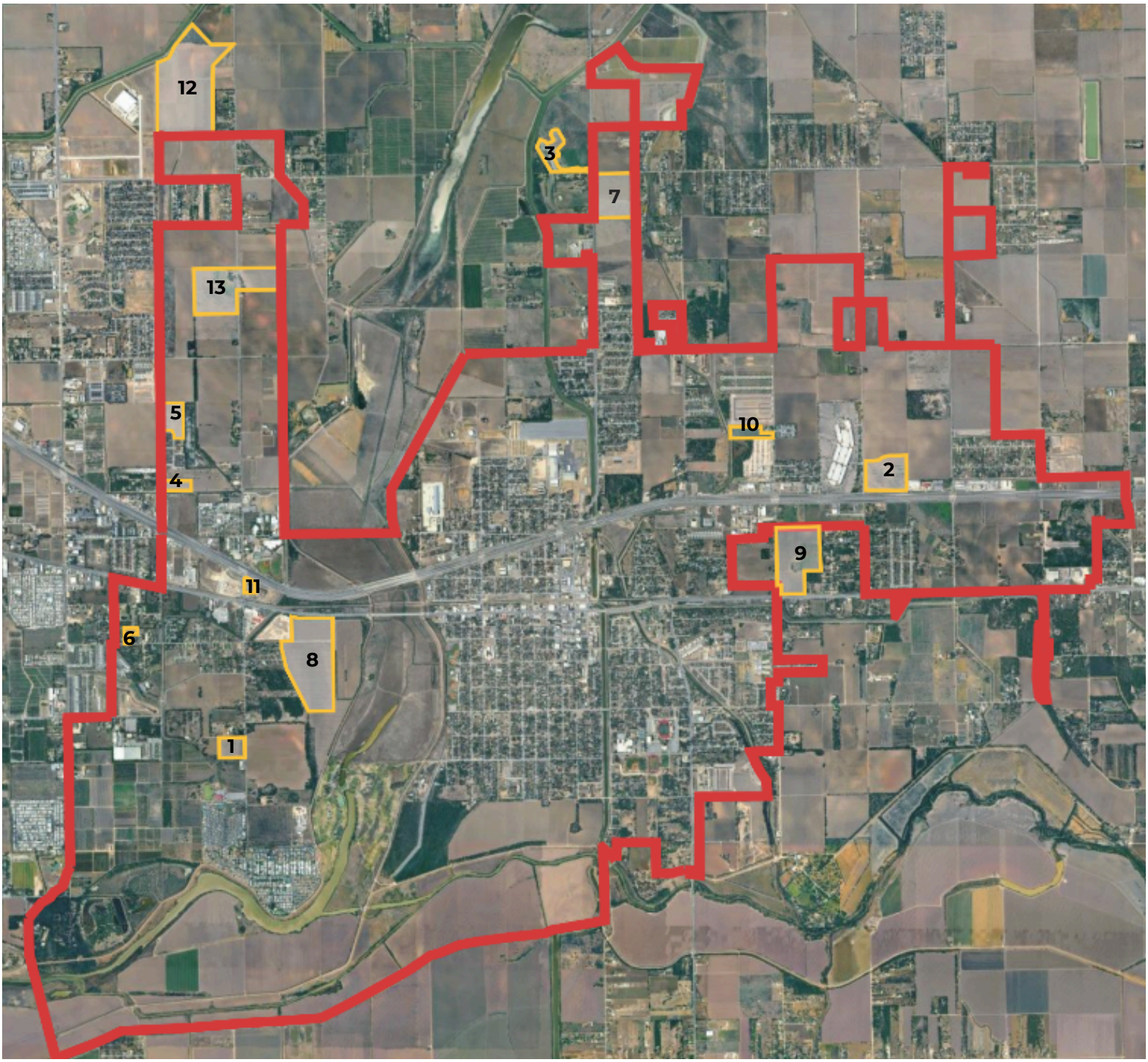
Building Inspections



Total of Permits Issued



SUBDIVISIONS



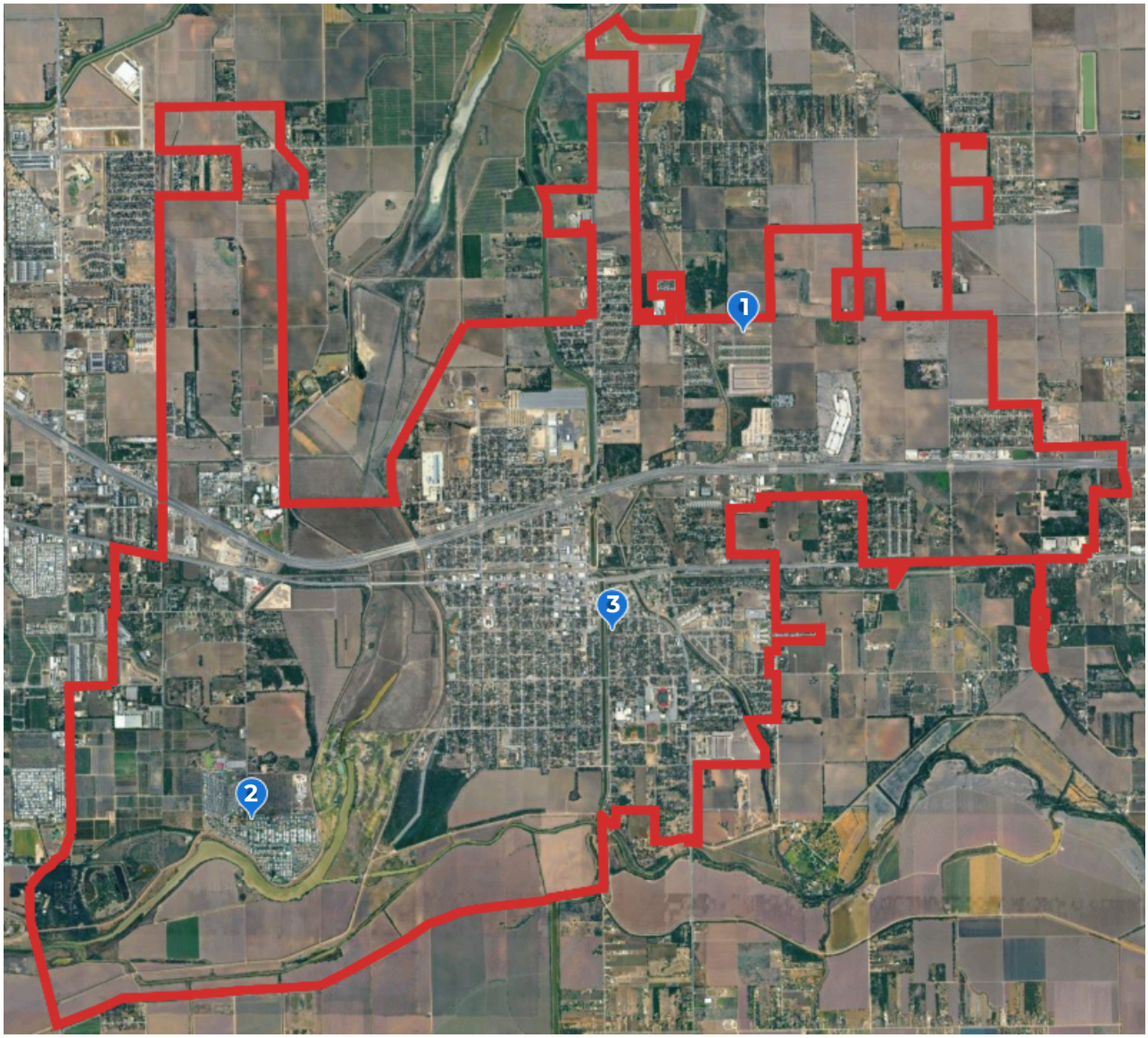
SUBDIVISIONS

	Subdivision	Location	Acres	Number of lots	Status	Type
1	Palladium Energy	Mile 2 West Road and North of Camino De Verdad Rd	10.56	2	Obtain Final Approval, Awaiting County Filing	Light Industrial
2	Shops at Mercedes	Hwy 83 Frontage next to the Outlets	30	7	Under Construction	Commercial
3	Los Prados Ph 2	2 Mile N of Exp 83 on FM 49. NW corner of Fm 491/Mile 9 North	16.238	84	Under Construction	Single Family
4	Redstone Heights	Mile 2 1/2 and north of Expressway 83	5.544	26	Under Construction	Single Family
5	Villa Del Lago	Mile 2 ½ West and South of Mile 8 N	14.83	42	Under Construction	Multi-Family
6	Camino Heights	S Mile 2 1/2 W and Camino Real Viejo	2.93	22	Pre-Construction	Single Family
7	Rodeo Estates	Mile 8 and Fm 491	40.00	209	Obtain Preliminary Approval	Single Family & Commercial
8	Royal Palm Estates	Mile 2 W & Bus 83	61.756	405	Obtain Preliminary Approval	Manufacture Homes
9	Tranquil Estates	Mile 1 E and Bus 83	51.07	246	Waiting for Revised Plans	Single Family
10	Esencia Villas	Mile 1 E and South of Mile 8	7.83	25	Under Review	Multi-Family
11	Stripes Mercedes Retail	Mile 2 W and Frontage	2.42	1	Under Review	Commercial

SUBDIVISIONS

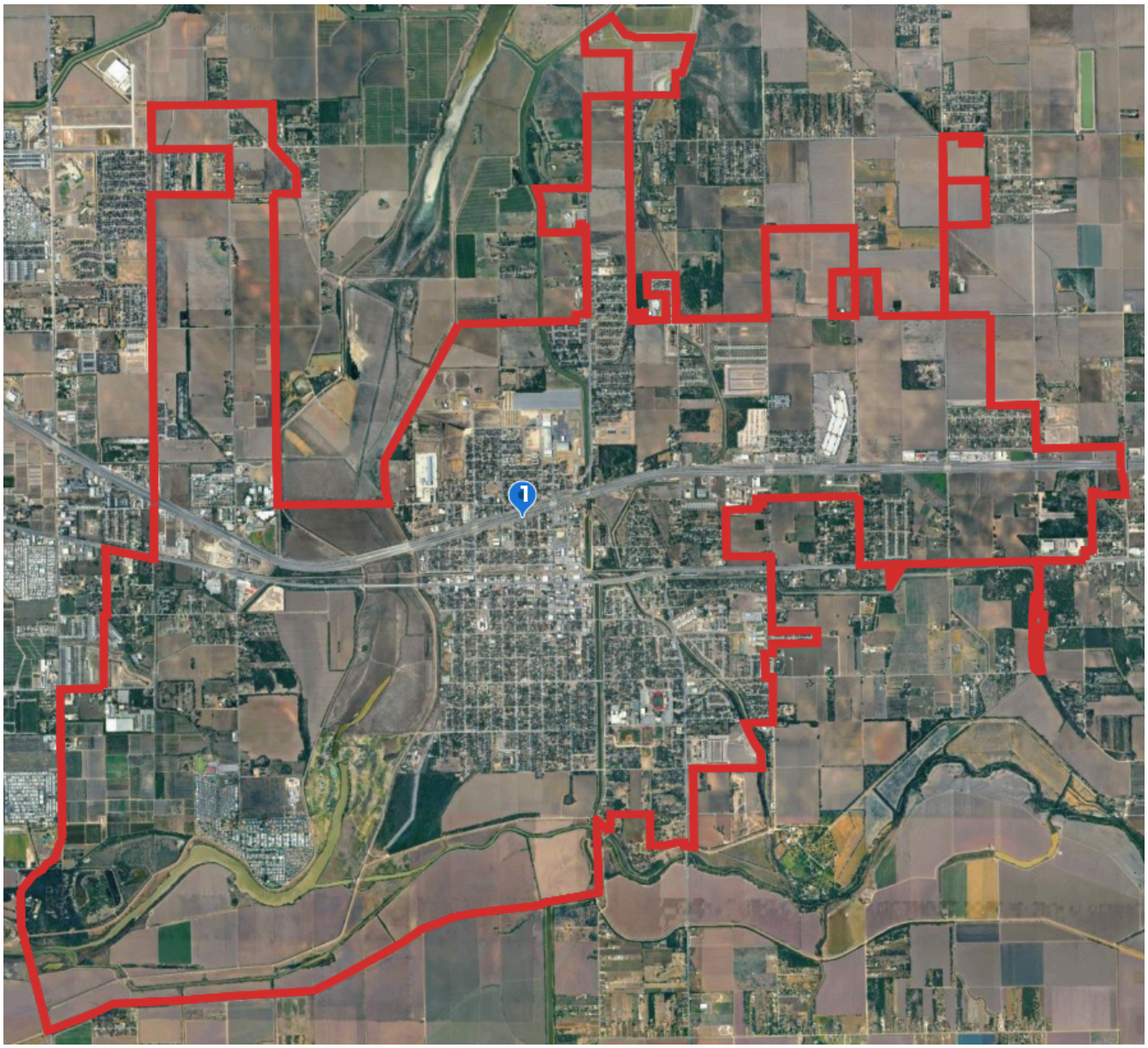
	Subdivision	Location	Acres	Number of lots	Status	Type
12	San Jacinto Estates No. 12	N of Mile 9 N and between Mile 2 ½ W & Mile 2 W	127.44	332	Obtain Preliminary Approval, TIRZ Process	Single Family & Multi-Family
13	San Jacinto Estates No. 16	Mile 8 N and Mile 2 W	81.73	319	Obtain Preliminary Approval, TIRZ Process	Single Family

NEW RESIDENTIAL CONSTRUCTION



	Project Address	Type	Sq Ft	Subdivision
1	1608 Alyssa Dr	Single-Family	1,700	Valley Ranch Ph 2
2	3004 Benjamin Ave	Single-Family	2,496	Llano Grande
3	636 Florida Ave	Single-Family	2,265	Mercedes Original Townsite

NEW COMMERCIAL CONSTRUCTION/BUSINESSES



	Business	Project Address	Type of Business	Status
1	Valley Bites	350 N Virginia Ave	Food Truck	Business License Issued

Health & Code Enforcement

Health & Code Enforcement Inspections, June

	June 2026
Code Compliance Inspections	336
Citations Issued	12
Health Inspections	11

Health Inspections Results, June 2026

Business Name	Business Type	Address	Pass/Fail
Kidcellence Learning Center	Daycare	801 W 2nd St	Pass
Brainfreeze	Snack Place	509 W 2nd St	Pass with conditions
Auntie Anne's	Restaurant	5001 E Exp 83 Ste 313	Pass
Farmhouse Event Center	Event Center	300 N Illinois Ave	Pass
Good Vibes Nutrition	Health & Wellness	136 N Texas Ave Ste B	Pass
Mercedes Wellness	Health & Wellness	338 W 3rd St	Pass
Siempre Unidos Adult Day Care	Daycare	157 N Texas Ave	Pass
Stripes	Gas Station	602 W 2nd St	Pass
Wendy's	Restaurant	8001 E Exp 83	Pass
Valley Bites	Food Truck	350 N Virginia Ave	Pass

Memo

To: Alberto Perez, City Manager

From: Marisol Vidales, Library Director & Historic Preservation Officer

CC: Jonas Gonzalez, Assistant City Manager

Date: July 9, 2026

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 June 2026.

Trainings

- Literacy Texas Event: What Leaders Need: Effective Student Recruitment and Orientation (6/04) – Frank Rivas
- Literacy Texas Event: Best of Texas: Digital and Media Literacy (6/11) – Frank Rivas
- Texas Children in Nature Network Tools and Resources (6/12) – Isaiah Ramirez
- 2026 NLS Summer Reading Program (6/15) – Frank Rivas
- 2026 NLS Summer Reading Program (6/16) – Frank Rivas
- Make Your Case Compelling! Learn How to Get Everyone in Your Organization on the Same Page When Talking About Your Organization (6/22) – Frank Rivas
- 2026 Belfer National Conference for Holocaust Education Part One (6/22) – Frank Rivas
- Hogg Foundation Grant Webinar (6/23) – Marisol Vidales & Michelle Muniz
- 2026 Belfer National Conference for Holocaust Education Part Two (6/23) – Frank Rivas
- Texas Children in Nature Network Regional Meeting (6/23) – Isaiah Ramirez
- Efficiency by Design: Stories of Process Management in Libraries and Archives (6/24) – Frank Rivas
- Public Libraries Supporting Older Adults (6/24) – Frank Rivas
- 2026 Belfer National Conference for Holocaust Education Part Three (6/24) – Frank Rivas
- ADA Title II Follow-Up for Libraries: Questions, Challenges, and Solutions (6/26) – Frank Rivas

- From Passion to Protection: 10 HR Essentials Every Nonprofit Leader Can't Ignore (6/29) – Frank Rivas
- 2026 NLS Summer Reading Program (6/30) – Frank Rivas
- Nature Smart Libraries Cohort Call (6/30) – Marisol Vidales & Frank Rivas

Events/Programming

Adult & Teen Programming

- SRP Teen & Adult Craft (6/02 – 1 teen & 6 adults; 6/09 – 1 teen & 9 adults; 6/16 – 1 teen & 3 adults; 6/23 – 5 adults) – Briana Carrillo & Lindsay (STC)

Children Programming

- SRP Presenter
    - Magician John O'Bryant (6/01 – 75 children & 31 adults) – Frank Rivas, Isaiah Ramirez, & Alexa (STC)
    - Author Lamar Jones (6/05 – 20 children & 10 adults) – Frank Rivas
    - Contacto Animal, LLC (6/08 – 93 children & 47 adults) – Frank Rivas
    - Rio Grande Valley Emergency Communication District 911/Mercedes FD & EMS (6/12 – 11 children & 5 adults) – Frank Rivas
    - Jurassic RGV (6/22 – 94 children & 32 adults) – Frank Rivas
- SRP Story Time & Craft (6/02 – 29 children & 22 adults; 6/09 – 48 children & 31 adults; 6/16 – 24 children & 14 adults, 6/23 – 20 children & 12 adults) – Frank Rivas
- SRP Game Day (6/03 – 24 children & 14 adults; 6/10 – 20 children & 10 adults; 6/15 – 3 children & 2 adults; 6/17 – 28 children & 1 adult; 6/24 – 19 children & 7 adults) – Frank Rivas
- SRP Movie Day (6/04 – 22 children & 12 adults; 6/11 – 13 children & 5 adults; 6/18 – 32 children & 14 adults; 6/25 – 18 children & 12 adults) – Frank Rivas

Outreach

- Weekly Outreach at Rec Center to read & do craft with children (6/03 – 25 children & 3 adults; 6/10 – 27 children & 3 adults; 6/17 – 25 children & 1 adult; 26 children & 2 adults) – Frank Rivas

Events

- Summer Reading Program Celebration (6/26 – 190 general attendance)

Café

- 116 visits, 107 items sold, $447.32 in gross sales (6/01 – 6/05)
- 159 visits, 92 items sold, $413.89 in gross sales (6/08 – 6/12)
- 134 visits, 101 items sold, $368.05 in gross sales (6/15 – 6/19)
- 124 visits, 99 items were sold, $390.22 in gross sales (6/22 – 6/26)
    - Total net sales for month of June $1,567.65 and 418 items sold

Marketing

- Created 36 social media posts for the library, 12 library videos, 2 City Posts, 1 HCLS post, and answered 1 Library DM.
- Designed 19 original flyers
- Updated the website 3 times
- Adult Book Display: Archaeologists – Unearth a Story Summer Reading Program
- Adult Shelving Display: Fiction Books with Ocean Themes (Fiction) & Books Featuring the Ocean Life (Nonfiction) – National Ocean Month
- Teen Book Display: Proud to be Diverse
- Children Book Display: Read. Plant. Grow.; New Books; Blooms Make Life Brighter
- Insignia Shelves: National Best Friends Day
- cloudLibrary Shelves: Fantastic Days & Father Figures; Summer Reads

Highlight of the Month

For our annual Summer Reading Program, we had a total of **74 individuals** register for the program. There was a total of **343 books read** during the month of June. Total **minutes** of reading logged was **10,096**. We had **32 individuals complete** their reading challenges for the reading program.

CITY OF MERCEDES
SALES TAX COMPARATIVE ANALYSIS
BY MONTH RECEIVED

		FY 2024-2025							FY 2025-2026						
Recvd	Period	State Comptroller	EDC (25%)	Outlet Mall	Mth % Inc/Dec	City (75%)	Outlet Mall	Mth % Inc/Dec	State Comptroller	EDC (25%)		Mth % Inc/Dec	City (75%)	Outlet Mall	Mth % Inc/Dec
Oct	Aug	712,624.17	138,975.89	39,180.15	-8.18%	492,801.46	41,666.67	-1.78%	736,184.23	184,046.06	-	21.59%	552,138.17	-	10.05%
Nov	Sept	677,399.29	134,275.74	35,074.08	-3.38%	466,382.80	41,666.67	-5.36%	679,547.05	169,886.76	-	-7.69%	(1,490,339.71)	2,000,000.00	-369.92%
Dec	Oct	648,808.72	125,166.17	37,036.01	-6.78%	444,939.88	41,666.66	-4.60%	677,582.24	169,395.56		-0.29%	508,186.68	-	-134.10%
Jan	Nov	881,150.97	152,496.95	67,790.79	21.84%	619,196.56	41,666.67	39.16%	947,491.35	236,872.84		39.83%	649,340.19	61,278.32	27.78%
Feb	Dec	1,270,680.85	218,162.22	99,507.99	43.06%	911,343.97	41,666.67	47.18%	1,315,770.49	328,942.62		38.87%	925,549.55	61,278.32	42.54%
Mar	Jan	585,080.93	112,394.80	33,875.43	-48.48%	397,144.04	41,666.66	-56.42%	659,324.90	164,831.23		-49.89%	433,215.36	61,278.32	-53.19%
Apr	Feb	600,136.64	118,736.79	31,297.37	5.64%	333,435.81	116,666.67	-16.04%	738,095.89	184,523.97		11.95%	492,293.60	61,278.32	13.64%
May	Mar	831,357.60	164,274.63	43,564.77	38.35%	506,851.53	116,666.67	52.01%	902,422.17	225,605.54		22.26%	615,538.31	61,278.32	25.03%
Jun	Apr	804,825.15	155,300.91	45,905.38	-5.46%	486,952.19	116,666.67	-3.93%	772,390.28	193,097.57		-14.41%	518,014.39	61,278.32	-15.84%
Jul	May	686,835.76	132,609.65	39,099.29	-14.61%	398,460.15	116,666.67	-18.17%	684,777.23	171,194.31		-11.34%	452,304.60	61,278.32	-12.68%
		7,698,900.08	1,452,393.75	472,331.26	-5.42%	5,057,508.39	716,666.68	-10.89%	8,113,585.83	2,028,396.46	-	13.67%	3,656,241.14	2,428,948.24	-43.97%

Yearly Total Sales Tax Comparison

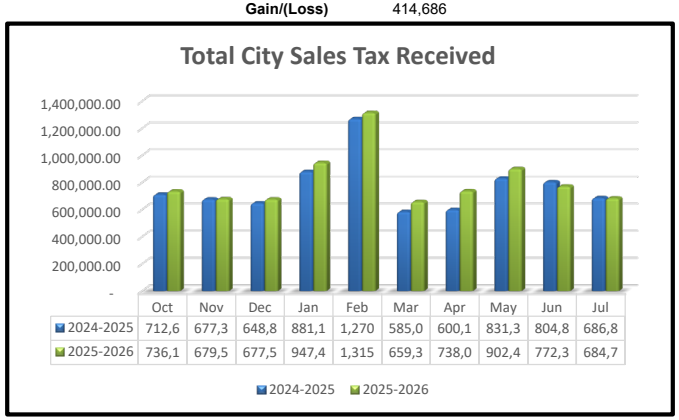
	2024-2025	2025-2026	Yr % Inc/Dec
Oct	712,624.17	736,184.23	3.31%
Nov	677,399.29	679,547.05	0.32%
Dec	648,808.72	677,582.24	4.43%
Jan	881,150.97	947,491.35	7.53%
Feb	1,270,680.85	1,315,770.49	3.55%
Mar	585,080.93	659,324.90	12.69%
Apr	600,136.64	738,095.89	22.99%
May	831,357.60	902,422.17	8.55%
Jun	804,825.15	772,390.28	-4.03%
Jul	686,835.76	684,777.23	-0.30%
	7,698,900.08	8,113,585.83	5.39%

Yearly City Sales Tax Comparison

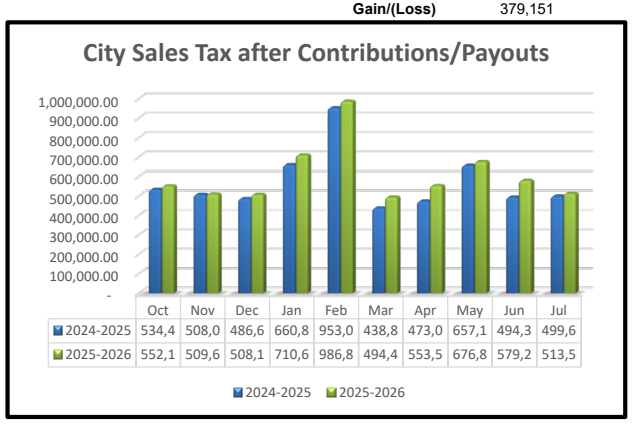
	2024-2025	2025-2026	Yr % Inc/Dec
Oct	534,468.13	552,138.17	3.31%
Nov	508,049.47	509,660.29	0.32%
Dec	486,606.54	508,186.68	4.43%
Jan	660,863.23	710,618.51	7.53%
Feb	953,010.64	986,827.87	3.55%
Mar	438,810.70	494,493.68	12.69%
Apr	473,020.25	553,571.92	17.03%
May	657,184.82	676,816.63	2.99%
Jun	494,372.97	579,292.71	17.18%
Jul	499,651.58	513,582.92	2.79%
	5,706,038.33	6,085,189.38	6.64%

BUDGET	4,249,414
% OF BUDGET	22.02%
TO EDC	2,124,707
Total Projection	**6,374,122**

FY 25-26
Gain/(Loss) 414,686



FY 25-26
Gain/(Loss) 379,151



Note: Mth % Inc /Dec compared to prior month.
Note: Yr % Inc /Dec compared to prior year.
Note: Revenue generated 2 months prior receipt. Ex: Generated in Oct will be received Dec

Received	Generated	Received	Generated
October	August	April	February
November	September	May	March
December	October	June	April
January	November	July	May
February	December	August	June
March	January	September	July

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	TEXAS MUNICIPAL RET. SYST	PENSION PLAN PAYABLE	15,745.19
			PENSION PLAN PAYABLE	15,475.71
		DEVELOPMENT CORPORATION OF MERCEDES	JUNE 2026 SALES TAX	193,097.57
		TEXAS NATIONAL BANK	FEDERAL W/H	12,460.36
			FEDERAL W/H	10,986.61
			FICA W/H	14,456.00
			FICA W/H	14,010.88
			TOTAL:	276,232.32
INFORMATION TECHNOLOGY	GENERAL FUND	PLACER LABS INC.	INUS10049 LOCATION BASED S	12,308.57
			TOTAL:	12,308.57
POLICE	GENERAL FUND	TEXAS MUNICIPAL RET. SYST	PENSION PLAN PAYABLE	13,234.67
			PENSION PLAN PAYABLE	12,835.80
			TOTAL:	26,070.47
FIRE DEPARTMENT	GENERAL FUND	CASCO INDUSTRIES INCORPOR	RAM AIR 30LB HARD MOUNT W	17,537.00
			TOTAL:	17,537.00
VEHICLE MAINTENANCE	GENERAL FUND	ENTERPRISE FM TRUST	MAY 2026 VEHICLE LEASE	16,875.59
			TOTAL:	16,875.59
SANITATION DEPARTMENT	GENERAL FUND	WASTE CONNECTIONS OF TEXAS	2899624V113 MAY SERVICES	137,618.31
			TOTAL:	137,618.31
NON-DEPARTMENTAL	GENERAL FUND	VIDA	FY25/26-02 JOB TRAINING AG	12,500.00
		DEVELOPMENT CORPORATION OF MERCEDES	96 DEVELOPMENT CORPORATION	10,416.67
		LAW OF OF MARTIE GARCIA VELA, PC.	APRIL 2026 LEGAL SERVICES	24,024.00
		RAYBEC INVESTMENTS CO., LTD.	05/11/26 2026 RAYBEC INVES	50,000.00
		SHELL ENERGY	2365820 SHELL ENERGY	15,173.49
		HIDALGO COUNTY DEPARTMENT OF BUDGET &	121294-2601 ILA MILE 2 WES	353,237.00
			TOTAL:	465,351.16
INFORMATION TECHNOLOGY	UTILITY FUND	THIRKETTLE CORPORATION	INV0114352 AQUA METRIC	41,119.06
			TOTAL:	41,119.06
METER READERS	UTILITY FUND	AGUAWORKS PIPE & SUPPLY, LLC	3'' METERS	28,275.00
			TOTAL:	28,275.00
WATER/SEWER FIELD CREW	UTILITY FUND	LCJ CONTRACTING LLC	LCK-COM-M052026 EMERGENCY	25,890.00
			LCJ-COM-M052026 MANHOLE RE	25,890.00
		BLUE STAR CHEMICAL CO. INC	23191 RED HOT SEWER PIPE C	23,191.00
			TOTAL:	74,971.00
WATER/SEWER TREATMENT	UTILITY FUND	U.S. WATER SERVICES CORPORATION	SI149312 BASE WATER TREATM	111,353.15
			SI149313 BASE WASTEWATER T	113,545.49
		SHELL ENERGY	2365820-02 SHELL ENERGY	15,322.58
			24394681 ELECTRICAL FOR CI	13,727.48
		CB3 CONSULTANTS, LLC	2026-073 SCREW PRESS MDQ35	15,500.00
			2026-073 SCREW PRESS PMT12	15,500.00
		ENVIRO BIOTECHNOLOGY SOLUTIONS, LLC	1084 7 LIFT STATIONS TREAT	14,700.00
			1084 7 LIFTSTATIONS TREATM	14,700.00
			TOTAL:	314,348.70
INVALID DEPARTMENT	SPECIAL REVENUE FU	G-8 UTILITIES LLC	2025-003-4 PAY APPLICATION	84,182.40
			TOTAL:	84,182.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	HOTEL,MOTEL TAX	MERCEDES AREA CHAMBER	202626 TEXAS STREET FESTIV	60,000.00
			TOTAL:	60,000.00
INVALID DEPARTMENT	SERIES 2025	TURF AND SOIL MANAGEMENT CONTRACT SERV	Z-23 HLT MACHINE	35,279.02
			TOTAL:	35,279.02

========== FUND TOTALS ==========

01	GENERAL FUND	951,993.42
02	UTILITY FUND	458,713.76
07	SPECIAL REVENUE FUND	84,182.40
16	HOTEL,MOTEL TAX	60,000.00
57	SERIES 2025	35,279.02
	GRAND TOTAL:	1,590,168.60

TOTAL PAGES: 2

Mercedes Fire Department

June 2026

Monthly Report

"Through dedicated, professional members, the Mercedes Fire Department EMS care for and protects the lives and property of our community through incident response, comprehensive training, public education and fire prevention."

Fire Chief/EMC
Javier Campos Jr.

Mercedes Fire Department
105 N. Ohio Ave
956-565-7755

2026 June- EMS Incidents

Total Responses

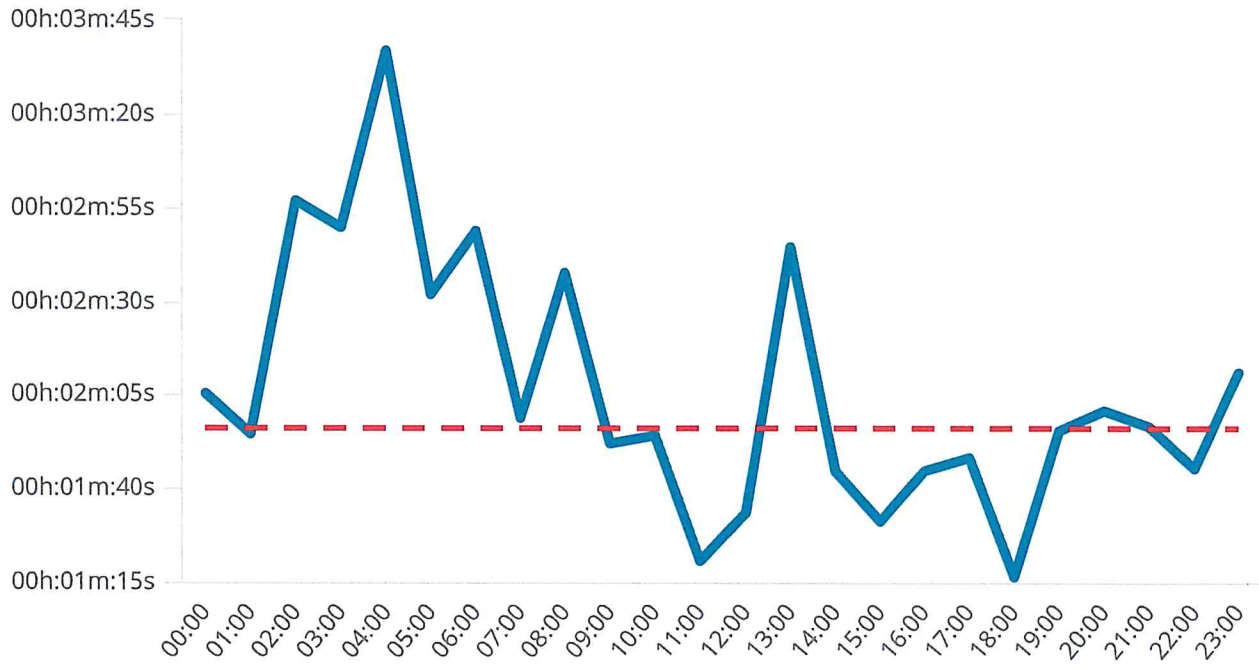
Total Responses
271

Average Chute Time

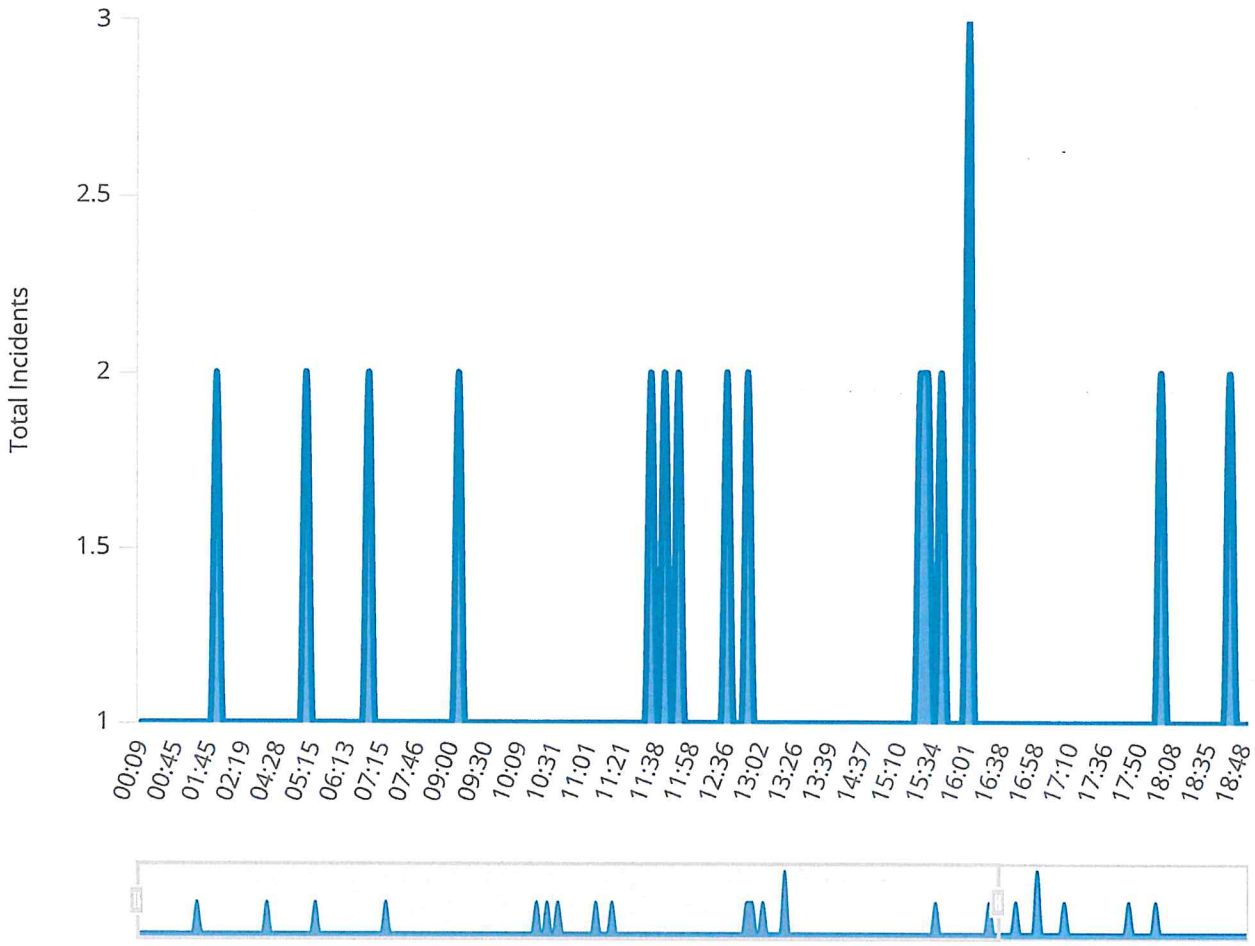
Average Chute Time
01m:56s

% Chute Time < 4min 96%

Average Chute Time by Hour of Day



Call Volume by Hour



Aggregation of Total Incidents by Shift

Shift	Total Incidents
	05/2026
A Shift	77
B Shift	68
C Shift	89
Volunteers	1

Aggregation of Total Incidents by Unit Contribution

Unit	Contribution to Total Incidents	
	05/2026	Grand Total
E-1	0.43%	0.43%
MED-1	1.28%	1.28%
MED-2	60.43%	60.43%
MED-3	0.43%	0.43%
MED-4	37.45%	37.45%
Grand Total	100.00%	100.00%

June 2026
Mercedes Fire Incidents

Count of Total Fire Incidents

Count of Incidents

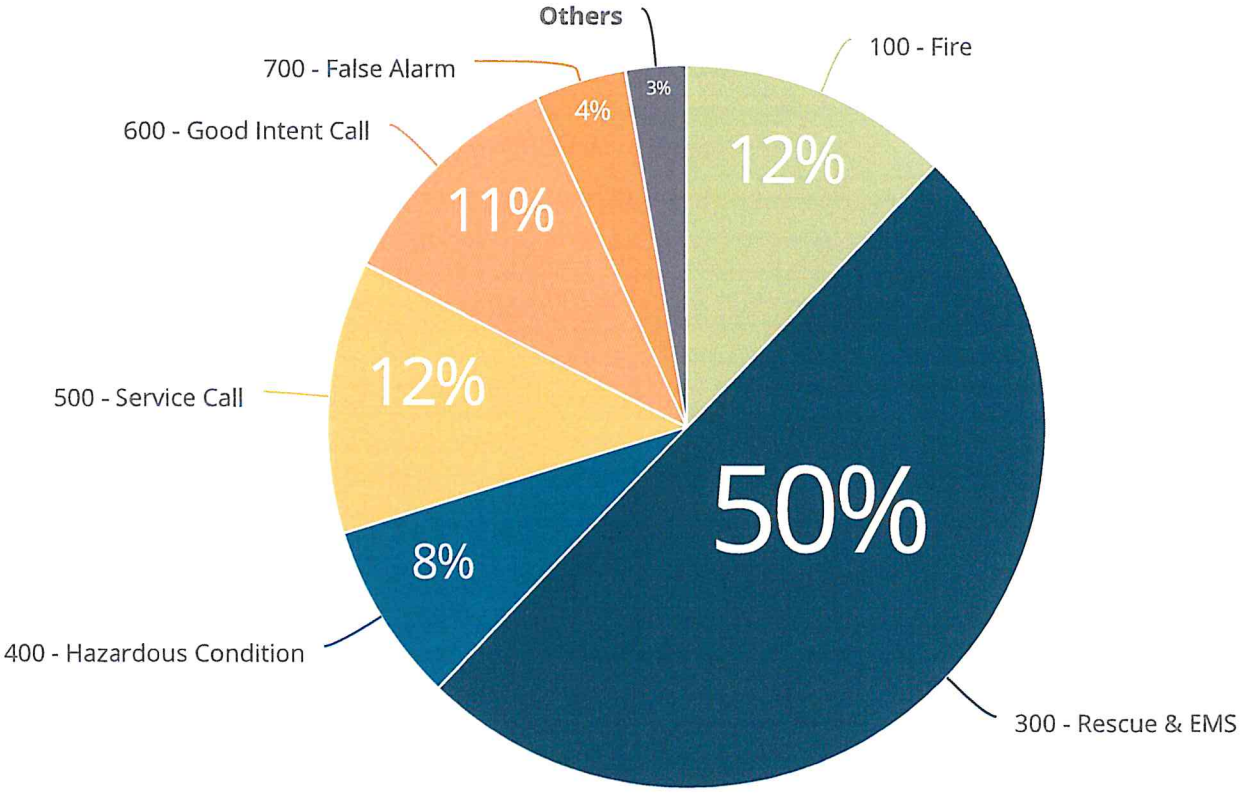
74

Average Dispatch to Arrival Time

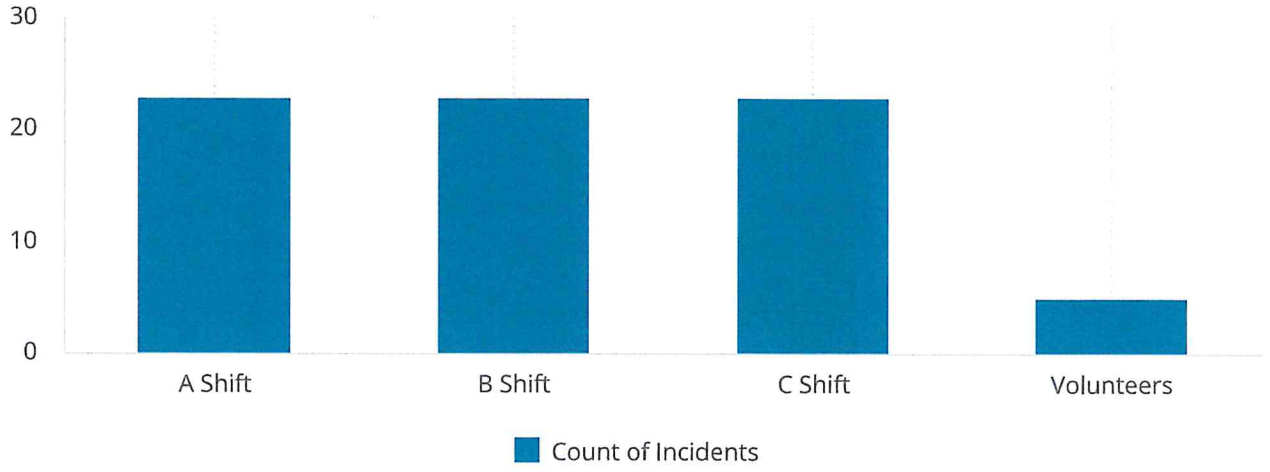
Average Response Time Alarm To Arrival

7m:51s

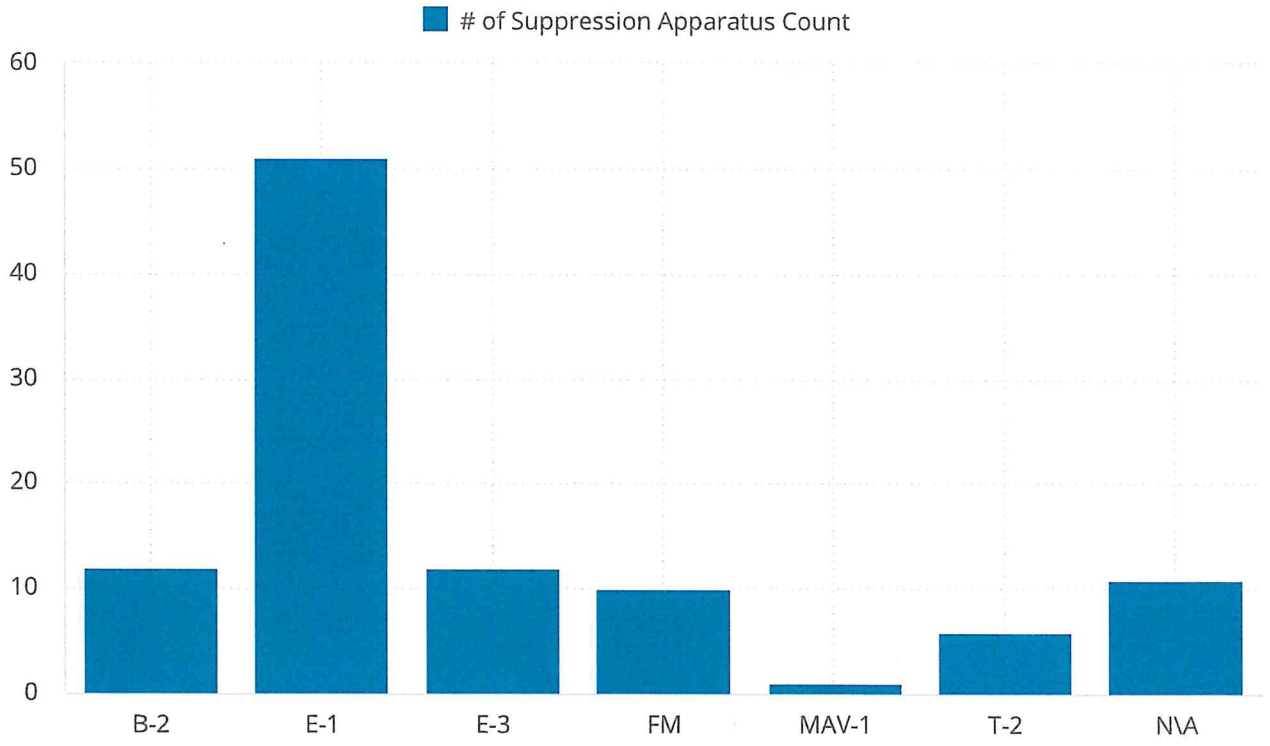
Percentage of Incident Type Group



Incident Count by Shift



Total Count Per Unit



Count of Incidents by Type

Incident Type	Count of Incidents
Alarm system sounded due to malfunction	1
Animal problem, other	3
Animal rescue	1
Arcing, shorted electrical equipment	1
Authorized controlled burning	1
Brush or brush-and-grass mixture fire	1
Building fire	1
Citizen complaint	1
Dispatched & canceled en route	3
Emergency medical service incident, other	1
False alarm or false call, other	2
Gas leak (natural gas or LPG)	2
Grass fire	1
Medical assist, assist EMS crew	23
Motor vehicle accident with injuries	6
Motor vehicle accident with no injuries.	7
No incident found on arrival at dispatch address	1
Outside rubbish fire, other	1
Outside rubbish, trash or waste fire	1
Passenger vehicle fire	2
Power line down	2
Service Call, other	2
Smoke scare, odor of smoke	2
Special type of incident, other	1
Steam, vapor, fog or dust thought to be smoke	1
Count of Incidents	74

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DEPARTMENT: Mercedes Recreation Center

MONTHLY REPORT: June 2026

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, 2026

Fall Program: Aug. 2026 - May 2027

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

Summer Program: June & July 2027 - Registration start date May 1, 2027

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

Mercedes Recreation Center Program Registration Numbers: June

- After-School Membership Registration N/A
- Membership Daily Attendance 80
- Summer Program Registration 110
- Youth Soccer Registration 130
- Youth Soccer Registration: Donna 50 - La Feria 60 110

    - Youth Soccer Participation 230
    - Youth Soccer Tournament TBA

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

Rec Staff Training & Meetings:

- **Meeting w/ Recreational Leaders - Programs & Duties**
  - Staff Items:
    - Assigned age groups & Swimming pool supervision 6/3
    - Group Supervision & Rotations 6/9
- **Meeting w/ Recreation Centers & Officials**
  - Youth League:
    - Soccer field markings 6/5
    - Soccer League: La Feria Officials Training 6/8 & 6/9

Projects: Fields & Parks / Maintenance Work Orders / Special Task:

- **Meeting w/ Parks Director - Armando Villela**
  - Soccer fields & lights:
    - Youth soccer games start of season 6/8

- **Building Maintenance Public Works - Work Order submitted:**

  Dome Facility
  - Building Gutters - Pending

  Rec Facility
  - Drain Storage Room 6/3
  - Rec - Roof Gym Louvers - Pending

  Pool Facility
  - Bath-house Flooring - Pending

- **Rec & Dome Center - Pest Control & AC Units:**
  - Dome & Rec Facilities: Pest Control 6/4
  - Dome AC filters 6/10
  - Rec Infinity Air Gym AC unit 6/17

Swimming Pool Projects/Maintenance:

- **Mercedes Public Pool - Public Hours - Pool Rental - Swimming Lessons**
  - Public Pool Hrs.: Wednesday - Friday 3pm - 6pm / Saturdays 2pm - 5pm
  - Pool Party Bookings Open - Days Available: Saturdays & Sundays
  - SWIMMING LESSONS - Session 1 June 10th - 26th / Session 2 Registration: OPEN
  - POOL ATTENDNACE: Public Pool 497 / Parties 195 / Swimming Lessons 50

- **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**
  - June RGV Food-Drive City of Mercedes Dome Site 6/10

- **Dome Shelter**
  - Dome Activated - Heavy Rain Event Monday 6/15
  - Earth x Space Celebration meeting
  - Rios of Mercedes - Veronica Bargas

- **Rec Center**
  - MISD Food Nutrition Program - Sylvia Marquez
  - Closed Programs Monday 6/15 & Tuesday 6/16 - Weather Event

- **City of Mercedes**
  - City Commission Meeting Tues. 6/2
  - Department Head Meeting Wed. 6/3
  - City Commission Meeting Tues. 6/16
  - Department Head Meeting Wed. 6/17

Summer Program:

- **Rec Center**
  - Registration Open
  - Fee: $75.00 per month / per child
  - Start June 1st - End July 30th
  - Monday - Thursday Rec Center 8am - 5pm

Youth Leagues:

- **Youth Soccer**
  - Season Play June 8th
  - CO-ED Divisions: 5/6 - 7/8 - 9/10 - 11/12
  - Games: Mondays - Thursdays
  - La Feria / Mercedes - Collier Park

Out-Reach Programs:

- **MISD Food Nutrition Program - Meals**
  - Rec Center: Site location June 1st - July 9th
  - Food Program Meals: Breakfast 9am - Lunch 12pm
  - Monday - Thursday
  - Meals Served: June Breakfast 630 / Lunch 913

- **Foster Grandparent Senior Corps Program**
  - Assist with Supervision/Mentor & Tutoring
  - 3 Volunteer Foster Grandparents
  - Monday - Thursday 8:00am - 5:00pm

- **Out-reach Program Meetings**
  - Summer Program
    - Partner Agencies - Presentations Monday - Thursday
    - Agri-Life - Behavioral Health - Angels of Love
    - Summer Presentations w/ Library

Recreation Center Programs:

- **Programs Attendance: June**

Program/Activites Descipition	Week 1	Week 2	Week 3	Week 4	Total
Membership Daily Attendance	280	300	155	300	1,035
Nutrition Food Program Meals	172/255	183/263	85/135	190/260	630/913
Game-room	230	275	145	280	930
Computers	140	190	105	200	635
PS4 Room	240	255	115	255	865
Arts & Crafts	130	125	60	105	420
Sports & Fitness / Out-door Activities	280	300	155	300	1,035
Out-reach Presentations	250	200	65	150	665
Out-reach Programs	110	175	55	140	480
Youth Leagues - Practices/Games	320	960	Weather	960	2,240
Swimming Pool Public Attendance	60	80	210	147	497

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

Dr. Hector P. Garcia Memorial Library Statistical Report

Jun-26

Circulation	2026	2025
Check-Outs & Renewals:	983	482
Year to Date Total:	5,030	3,796
In-House Book Circulation:	154	84
Year to Date Total:	1,204	770
In-House Magazine Circulation:	31	29
Year to Date Total:	136	213
In-House Newspaper Circulation:	27	30
Year to Date Total:	150	220
New Borrowers:	25	16
Year to Date Total:	218	197

Digital Resources	2026	2025
cloudLibrary Checkouts:	312	140
Year to Date Total:	2,584	1,350
NewsStand Checkouts:	349	309
Year to Date Total:	3,411	2,738
Biblio+ Views:	104	105
Year to Date Total:	829	952

Interlibrary Loans (ILL's)	2026	2025
Items Requested:	39	78
Year to Date Total:	260	452
Items Sent:	29	59
Year to Date Total:	155	326

Book & Media Donations	2026	2025
Donations Received:	22	2
Year to Date Total:	187	75
Donations Selected:	0	2
Year to Date Total:	21	35

Assistance	2026	2025
Reference:	157	200
Year to Date Total:	1,457	1,896
Directional:	358	298
Year to Date Total:	2,640	2,522

Library Service	2026	2025
Fax Assistance:	38	52
Year to Date Total:	492	487
Copy Assistance:	86	44
Year to Date Total:	729	687
Scan Assistance:	6	3
Year to Date Total:	139	50
Print Outs:	2,358	1,914
Year to Date Total:	18,219	14,274
3-D Printing:	1	0
Year to Date Total:	28	0
Notary:	0	0
Year to Date Total:	44	0

Computer Sessions	2026	2025
Adult Lab Sessions:	341	414
Year to Date Total:	3,864	5,341
Juvenile Lab Sessions:	186	114
Year to Date Total:	637	885
WiFi:	1,950	1,658
Year to Date Total:	16,662	15,722

Meeting Room Sessions	2026	2025
Sessions:	72	73
Year to Date Total:	437	574

Technical Services	2026	2025
New Items Added:	69	132
Year to Date Total:	1,089	1,448
Items Processed:	91	76
Year to Date Total:	659	720
Items Withdrawn:	84	0
Year to Date Total:	4,210	229
Items Recataloged:	20	64
Year to Date Total:	435	373
Items Repaired:	5	2
Year to Date Total:	35	22

Dr. Hector P. Garcia Memorial Library Statistical Report

Jun-26

Adult Programming	2026	2025
Adult Events:	4	9
Year to Date Total:	60	82
Adults in Attendance:	23	82
Year to Date Total:	495	744

Teen Programming	2026	2025
Teen Events:	3	2
Year to Date Total:	5	12
Teens in Attendance:	3	10
Year to Date Total:	7	60

Children's Programming	2026	2025
Children Events:	18	4
Year to Date Total:	63	36
Children in Attendance:	593	12
Year to Date Total:	800	193
Adults in Attendance:	281	7
Year to Date Total:	408	82

Toddler Programming	2026	2025
Toddler Events:	0	0
Year to Date Total:	5	0
Toddler in Attendance:	0	0
Year to Date Total:	28	0
Adults in Attendance:	0	0
Year to Date Total:	24	0

Family Place	2026	2025
Early Learning Space Total:	261	0
Year to Date Total:	999	196
Workshop Toddler in Attendence:	0	0
Year to Date Total:	55	0
Workshop Adults in Attendance:	0	0
Year to Date Total:	43	0

General Programming	2026	2025
Events:	1	2
Year to Date Total:	13	17
Total General Programing Attendence:	190	650
Year to Date Total:	1465	5083

Outreach Programming	2026	2025
Events:	4	3
Year to Date Total:	22	23
Toddlers in Attendance:	0	0
Year to Date Total:	73	0
Children in Attendance:	103	25
Year to Date Total:	2,453	150
Teens in Attendance:	0	0
Year to Date Total:	34	0
Adults in Attendance:	9	8
Year to Date Total:	842	82
General Attendance:	0	92
Year to Date Total:	239	813

SRP Stats	2026	2025
Children Events:	18	0
Children Attendance:	593	0
Adults Attendance:	281	0
Adult/Teen Events:	4	0
Teen Attendance:	3	0
Adult Attendance:	23	0
Adults Registered:	25	0
Teens Registered:	4	0
Children Registered:	26	0
Toddlers Registered:	19	0
Challenges Completed:	32	0
Badges Earned:	214	0
Reviews Submitted:	49	0
Books Read:	343	0

Beanstack Stats	2026	2025
Reviews Submitted:	49	0
Year to Date Total:	53	0
Books Read:	343	0
Year to Date Total:	359	0
Challenges Completed:	32	0
Year to Date Total:	36	0
Badges Earned:	214	0
Year to Date Total:	278	0

Volunteer Hours	2026	2025
Total:	197.50	205.75
Year to Date Total:	2,101.50	1,816.25

Dr. Hector P. Garcia Memorial Library Statistical Report

Jun-26

Curbside Services	2026	2025
Curbside Café:	9	0
Year to Date Total:	16	1
Curbside Circulation:	1	0
Year to Date Total:	2	1
Curbside Other Services:	0	0
Year to Date Total:	1	2

Library Visits	2026	2025
Visits:	3,627	3,650
Year to Date Total:	27,143	25,203

Café Visits	2026	2025
Visits:	686	311
Year to Date Total:	4,901	2,721

Café Sales	2026	2025
Net Sales:	$ 1,567.65	$ 1,832.86
Year to Date Total:	$ 12,796.47	$ 13,034.67
Sales Tax:	$ 129.38	$ 151.32
Year to Date Total:	$ 1,052.05	$ 1,075.23

Social Media	2026	2025
Library Posts:	36	141
Year to Date Total:	742	972
Library DMs:	1	4
Year to Date Total:	12	33
City Posts:	2	53
Year to Date Total:	208	454
City DMs:	0	17
Year to Date Total:	19	130
Videos Created:	12	0
Year to Date Total:	76	5
Website Updates:	3	2
Year to Date Total:	205	31
HCLS Posts:	1	3
Year to Date Total:	5	29
Flyers	19	13
Year to Date Total:	484	167
Facebook Followers:	63	0
Year to Date Total:	2041	0
Instagram Followers:	7	0
Year to Date Total:	243	0

Digital Assistance	2026	2025
Walk-Ins:	116	0
Year to Date Total:	1,073	0
Appointment:	2	0
Year to Date Total:	24	0
Telephone:	2	0
Year to Date Total:	29	0
Outreach:	0	0
Year to Date Total:	12	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:	74	0
Classes:	0	0
Year to Date Total:	6	0
Attendance:	0	0
Year to Date Total:	77	0