
MERCEDES CITY COMMISSION
REGULAR MEETING
AUGUST 4, 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. Presentations

- a. Presentation by Living Stone Church & Christian Academy regarding Grant Proposal

7. Consent Agenda

- a. Approval of Minutes for Meeting(s) held July 21, 2026
- b. Second and Final Reading of Ordinance 2026-17, amending Chapter 3 "Building Regulations", to add Section 3.12 "Residential Backup Power Systems"
- c. Second and Final Reading of Ordinance 2026-18 abandoning and releasing a five-foot portion of a Public Utility Easement within the Summer Breeze Subdivision
- d. Second and Final Reading of Ordinance 2026-19 amending Chapter 13, Article 9, Section 14, "Sludge transporters," to update regulations and penalties

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

- a. Consideration and Action to appoint members to the Capital Improvements Advisory Committee
- b. Consideration and Possible Action on Interlocal Agreement between the City of Mercedes and the County of Hidalgo for OSSF
- c. Discussion and Possible Action on the request to host Siggno Fest at the Dome Park

9. Bids/Contracts

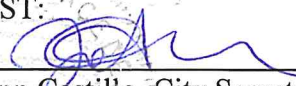
- a. Discussion and Possible Action on list of Contracts to renew or to solicit bids:
 - 1) Border Affairs, LLC (Grant Writing Services)
 - 2) Perdue, Brandon, Fielder, Collins & Mott, LLP (Dlqt. Tax Attorney/Court Fines & Collection)
 - 3) Langley & Banack (Post ETJ, Annex & DeAnnex Attorneys)
- b. Consideration and Possible Action on contract with Galindo Auctions for Auctioneering Services

- c. Consideration and Possible Action on First Amendment to Memorandum of Understanding between the City of Mercedes, Hidalgo County Drainage District No. 1, and Hidalgo County Urban County Program regarding Coordination for the 2018 CDBG-DR Infrastructure Competition
 - d. Consideration and Possible Action on agreement between the City of Mercedes and CB3 for Non-Hazardous Liquid Sludge Disposal
- 10. Executive Session: Chapter 551, Texas Government Code, Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel Matters) and Section 551.087 (Economic Development)**
- a. Discussion with City Manager regarding personnel matters - Section 551.074
 - b. Consultation with Attorney regarding update on litigation - Section 551.071
 - c. Consultation with Attorney regarding Project Updates - Section 551.087
- 11. Open Session**
- a. Possible Action pertaining to executive session item A
 - b. Possible Action pertaining to executive session item B
 - c. Possible Action pertaining to executive session item C
- 12. Adjournment**

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a Regular Meeting on Tuesday, August 4, 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 29TH DAY OF JULY, 2026.

ATTEST:



Joselynn Castillo, City Secretary
Time of Posting: 7:30 P.M.

ACCESSIBILITY STATEMENT

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



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KNOWLEDGE.
CHARACTER.
PURPOSE.**
✝



SMALL CLASS SIZE

Personal attention that helps every student succeed.



ONE TO ONE RATIO

Every student matters.
Every day.
Every lesson.



COMPASSIONATE TEACHERS

Caring, dedicated educators who love and inspire.



MODIFICATIONS AVAILABLE

We meet students where they are and help them grow.



CHRIST CENTERED

Faith is woven into everything we teach.



LOW TUITION

Quality Christian education that is affordable.



OUR MISSION

Partnering with families to provide a Christ-centered education that develops strong academics, godly character, and a heart to serve.

"Train up a child in the way he should go, and when he is old, he will not depart from it."
— Proverbs 22:6



ENROLL TODAY!

Spaces are limited!



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THREE WAYS TO LEARN.

One Mission: Christ-Centered Excellence.

PICK THE PROGRAM THAT BEST FITS **YOUR FAMILY!**

1



TRADITIONAL IN-PERSON SCHOOL

ABEKA CURRICULUM
PRE K – 6TH GRADE

- ✓ Christ-centered education
- ✓ Strong academics
- ✓ Biblical worldview
- ✓ In-person learning and community

2



IGNITIA IN-PERSON & VIRTUAL LEARNING

IGNITIA CURRICULUM
7TH – 12TH GRADES

- ✓ Flexible in-person and virtual options
- ✓ Christ-centered, college-preparatory education
- ✓ Rigorous academics with faith integration

3



VIRTUAL ACADEMY *From Home*

IGNITIA CURRICULUM
3RD – 12TH GRADES

- ✓ You homeschool. We provide the support!
- ✓ Curriculum, grade tracking, report cards & transcripts
- ✓ Teacher support through message inbox
- ✓ Learn from anywhere with WiFi access



CHRIST-CENTERED
CURRICULUM



TEACHER SUPPORT
& MESSAGE INBOX



GRADE TRACKING
& REPORT CARDS



TRANSCRIPTS
PROVIDED



ACCESS FROM
ANYWHERE

SCHOOL STARTS
AUGUST 10TH, 2026
8:30 AM



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SUNDAY

Worship

AT
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CHURCH**

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on the Rock of Christ*

Dr. Roland Jacques
and
Cara Jacques
PASTORS



FAITH.
FAMILY.
FUTURE.



SERVICE TIMES



SUNDAY

8:30AM

SPANISH SERVICE



SUNDAY

10:30AM

ENGLISH SERVICE



WEDNESDAY NIGHT

7:00PM

BIBLE STUDY & PRAYER



612 S TEXAS ST
MERCEDAS, TX



956 565-1509

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CHRISTIAN ACADEMY

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GRADES 7TH - 12TH



100% ONLINE
THROUGH THE
IGNITIA CHRISTIAN
CURRICULUM



**DUAL ENROLLMENT
OPPORTUNITIES**
BEGINNING IN
11TH GRADE



TUITION:
\$400
PER MONTH

WHY CHOOSE LSCA VIRTUAL ACADEMY?

- ✓ Accredited Christian Curriculum through Ignitia
- ✓ Self-Paced Learning with Teacher Support
- ✓ Biblical Worldview in Every Subject
- ✓ Flexible Scheduling for Families and Working Students
- ✓ Dual Enrollment Opportunities Starting in 11th Grade
- ✓ College and Career Readiness Planning
- ✓ Individualized Academic Support
- ✓ Small School Environment with Personal Attention



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2026-2027
SCHOOL YEAR!

Learn from anywhere in the U.S.

WHILE RECEIVING A QUALITY CHRISTIAN EDUCATION
AND PREPARING FOR COLLEGE THROUGH
DUAL ENROLLMENT OPPORTUNITIES.



"Train up a child in the way he should go,
and when he is old, he will not
depart from it." — Proverbs 22:6

— CHRIST-CENTERED —
EDUCATION
THAT BUILDS
FAITH, CHARACTER
& FUTURES



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Living Stone Christian Academy

FAITH. ACADEMICS. PURPOSE.

Building Strong Foundations for a Brighter Future!



Page 6 of 99

LIVING STONE CHURCH

— OVER 105 YEARS OF FAITHFUL SERVICE TO MERCEDES AND THE RIO GRANDE VALLEY —

GRANT PROPOSAL

A Proposal to the City of Mercedes

*"HE IS THE LIVING STONE, REJECTED BY MEN BUT CHOSEN BY GOD
AND PRECIOUS TO HIM." – 1 PETER 2:4*

HONORABLE MAYOR AND CITY COUNCIL MEMBERS,

It is with deep humility and grateful hearts that we submit this grant proposal on behalf of Living Stone Church, under Mercedes Christian Church. For over 105 years, we have been a light in Mercedes and throughout the Rio Grande Valley, meeting both spiritual and physical needs with compassion, mercy, and the love of Christ.

We seek a partnership with the City of Mercedes to continue and expand our life-changing ministries and projects that will strengthen families, bring hope, and transform lives for generations to come.

OUR MISSION

To love God, love people, and live
with purpose by sharing the mercy
and grace of Jesus Christ.
We give hope. We give help.
We give without questions asked.

ABOUT LIVING STONE CHURCH

Living Stone Church is proudly under the covering of Mercedes Christian Church and has faithfully served the community of Mercedes for more than 105 years.

Dr. Rolando Jacques and Cara Jacques also founded Living Stone Christian Academy, now in its 3rd year of service to the Rio Grande Valley, having already graduated 6 students.

We provide free counseling services, officiate weddings and funerals, host Vacation Bible School, Children's Church, Youth Group, and teach regularly on Wednesdays and Sundays to families in need with compassion and grace.

CURRENT NEEDS & PROJECTS



1. GRACE HOME RENOVATION – WOMEN'S SHELTER

We plan to renovate Grace Home to become a safe haven for women and their children. This shelter will provide:

- Private rooms for families
- Counseling offices
- House parents
- Support services for emotional, spiritual, and practical needs

Our goal is to provide a Christ-centered environment of healing, restoration, and stability.



2. MULTIFUNCTIONAL BUILDING (PLANNED CONSTRUCTION)

We have blueprints already completed for a multifunctional facility to be built across the street from Grace Home. This facility will serve as:

- Classrooms for education and life skills training
- Cafeteria to serve meals for programs and shelters
- Indoor Gym / Basketball Court
- Showers & Restrooms
- Crisis Shelter during emergencies
- School for children and youth

This building will be used daily to meet the needs of our community and as a crisis shelter when families need a safe place.



3. FOOD PANTRY FOR THE COMMUNITY

We operate a fully stocked food pantry provided by the generosity of our church congregants. We give good without questions asked, offering food and essential items to families in need.

**Our mission is simple:
To be the hands and feet of Jesus
in every situation, bringing
hope, help, and healing.**

MINISTRIES & SERVICES

- Free counseling services for individuals and families
- Officiate weddings and funerals
- Vacation Bible School (VBS)
- Children's Church & Youth Group
- Regular teaching and worship services on Wednesdays and Sundays
- Support for families in crisis and hardship
- Disaster relief and rebuilding efforts

MISSIONS & OUTREACH

Living Stone Church supports missions, schools, clinics, orphanages, and clean water projects in:

**India • Haiti • Mexico • Africa • Jews for Jesus
Water Wells Ministry**

We dig water wells and supply fresh water to villages, bringing life and hope to those in desperate need.

COMMUNITY IMPACT & PARTNERSHIPS

We have served the community through floods by providing food, water, rescues, and rebuilding homes.

Through partnerships with organizations such as:

**American Red Cross • Samaritan's Purse
Convoy for Hope • Disaster Assistance**

We have provided over 21,000 meals and cleaning supplies to families in crisis.

In Christ's Service,

Dr. Rolando Jacques

Dr. Rolando Jacques
Senior Pastor & Founder

Living Stone Church / Mercedes Christian Church



**LIVING
STONE
CHURCH**
MERCEDES CHRISTIAN CHURCH

612 South Texas St.
Mercedes, TX 78570
956 565-1509
Cell: 956 998-2043 / 956 854-9423



LIVING STONE CHURCH

BUILDING LIVES. RESTORING HOPE. SERVING WITH GRACE.

GRANT PROPOSAL

A Proposal to the City of Mercedes

*"HE IS THE LIVING STONE, REJECTED BY MEN BUT CHOSEN BY GOD
AND PRECIOUS TO HIM." – 1 PETER 2:4*

May 21, 2025

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

Honorable Mayor and City Council Members,

It is with humility and a heart of gratitude that we submit this grant proposal on behalf of Living Stone Church, under Mercedes Christian Church, as we seek partnership with the City of Mercedes to continue and expand the life-changing ministries and services we provide to our community and beyond. For over **105 years**, Living Stone Church has faithfully served the people of Mercedes and the Rio Grande Valley with the love of Christ, meeting both spiritual and physical needs with compassion and without question.

OUR MISSION

To love God, love people, and live with purpose by sharing the mercy and grace of Jesus Christ.
We give hope. We give help. We give without questions asked.

CURRENT NEEDS & PROJECTS

1. Grace Home Renovation – Women's Shelter

Renovate the existing Grace Home to serve as a safe haven for women and their children. The facility will include:

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- House parents
- Support services for emotional, spiritual, and practical needs

2. Multifunctional Building (Planned Construction)

Construct a multifunctional facility across the street from the Grace Home with blueprints already completed. This facility will serve as:

- Classrooms for education and life skills training
- Cafeteria to serve meals for programs and shelters
- Indoor Gym / Basketball Court
- Showers & Restrooms
- Crisis Shelter during emergencies
- School for children and youth

3. Food Pantry for the Community

A fully stocked food pantry provided by the generosity of our church congregants, open to all in need—no questions asked.

MINISTRIES & SERVICES

- Free counseling services for individuals and families
- Officiate weddings and funerals
- Vacation Bible School (VBS)
- Children's Church & Youth Group
- Regular teaching and worship services on Wednesdays and Sundays
- Missions support locally and globally
- Disaster relief and community rebuilding efforts

MISSIONS & OUTREACH

Living Stone Church proudly supports missions, schools, clinics, orphanages, and water well projects in:

**India • Haiti • Mexico • Africa • Jews for Jesus •
Water Wells Ministry**

We dig water wells and supply fresh water to villages, helping transform lives and bring the hope of Christ to the nations.

COMMUNITY IMPACT & PARTNERSHIPS

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**American Red Cross • Samaritan's Purse
Convoy of Hope • Disaster Assistance**

We have provided over **21,000** meals and cleaning supplies to families in crisis.

Our mission is simple: to be the hands and feet of Jesus in every situation, bringing hope, help, and healing.

We humbly ask for your partnership and investment in these critical projects that will continue to change lives right here in Mercedes and throughout the Rio Grande Valley.

"Give, and it will be given to you..." – Luke 6:38

In Christ's Service,

Dr. Rolando Jacques

Dr. Rolando Jacques

Pastor & Founder

Living Stone Church / Mercedes Christian Church

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CHURCH**
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PRINCIPAL**



MRS. JACQUES

Leading with Faith. Leading with Purpose.



OVER 30+ YEARS

OF DEDICATED SERVICE IN EDUCATION

Working with Children, Teens & Adults

With a heart for people and a passion for education, Mrs. Jacques brings over three decades of experience equipping students of all ages to grow in knowledge, character, and their walk with Christ.



EXPERIENCE & ROLES

- ✓ Taught every grade from Pre K 3 – College ESL
- ✓ Academic Advisor
- ✓ Vice Principal
- ✓ Supervising Teacher over Virtual Academic Program
- ✓ Curriculum Writer / Designer

CREDENTIALS & TRAINING

- ✚ Ordained Pastor with Certified U.S. Chaplain
- 🎓 Master's Degree in Pastoral Psychology
- 🌐 Certified TESOL Teacher



SERVING BEYOND THE CLASSROOM

Actively involved in Community Outreaches and Missions, serving children and youth locally and globally with compassion, faith, and the love of Christ.



**EDUCATING MINDS. DISCIPLING HEARTS.
IMPACTING ETERNITY.**

TOGETHER, WE ARE RAISING KINGDOM LEADERS
FOR A GREATER PURPOSE.





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June 12, 2026

To: Grant Review Committee

Re: Request for \$20,000 in Program Funding

On behalf of Living Stone Christian Academy (LSCA), we respectfully submit this request for \$20,000 in grant funding to support our "Foundations for the Future Program," a comprehensive initiative designed to strengthen educational access, specialized learning services, student nutrition, campus safety, and scholarship opportunities for economically disadvantaged children and families throughout Mercedes and Hidalgo County, Texas.

Living Stone Christian Academy is a nonprofit 501(c)(3) Christian school serving Pre-Kindergarten through 12th Grade students. Since opening its doors in 2024, LSCA has grown from 25 students to 32 students and continues to serve predominantly low-income, first-generation private school families seeking a safe, faith-centered, academically rigorous educational environment. The Academy operates with zero organizational debt and is supported by an active Board of Directors and the longstanding ministry of Living Stone Church, which has faithfully served the Mercedes community for more than a century.

Today, many children in Hidalgo County face significant barriers to educational success. Poverty, food insecurity, limited access to specialized educational services, and unsafe learning environments often prevent students from reaching their full academic potential. Our Foundations for the Future Program seeks to address these challenges through direct, measurable interventions that create lasting educational and community impact.

PROPOSED USE OF GRANT FUNDS – \$20,000 TOTAL



SPECIAL EDUCATION & SPECIALIZED LEARNING \$7,000

- Educational assessments and progress monitoring
- Individualized accommodation plans
- Supplemental instructional support
- Collaboration with licensed speech, occupational, and behavioral therapists
- Teacher training and intervention resources

Improving academic performance, confidence, literacy development, and long-term outcomes.



STUDENT NUTRITION PROGRAM \$5,000

- Daily hot nutritional meals
- Food preparation supplies and equipment
- Student meal assistance programs
- Nutritional support initiatives for low-income families

Strengthening concentration, attendance, engagement, and academic success.



CAMPUS SAFETY & SECURITY IMPROVEMENTS \$4,000

- Magnetic classroom security locks
- Campus surveillance equipment
- Controlled-access entry improvements
- Security infrastructure upgrades
- Emergency preparedness enhancements

Providing a safe, secure, and protected environment for students and staff.



EDUCATIONAL SCHOLARSHIP ASSISTANCE \$4,000

- Tuition assistance to qualifying low-income families
- Prevent student withdrawal due to financial hardship
- Expand educational access for underserved students
- Support enrollment stability throughout the school year

Opening doors of opportunity for families who desire quality Christian education.



COMMUNITY IMPACT

The Foundations for the Future Program addresses two critical social determinants of health: Education Access and Economic Stability. Hidalgo County ranks among the most economically distressed counties in the U.S., where over 32% of residents live below the federal poverty line. LSCA serves as a community partner committed to breaking cycles of poverty through individualized instruction, nutritional support, safe learning environments, and family-centered educational opportunities.

We anticipate serving 32–45 individuals directly, including students, families, and the greater community.

If funded, Living Stone Christian Academy fully commits to implementing the Foundations for the Future Program with excellence, integrity, and accountability. Together, we can build stronger futures for children and families through education, nutrition, safety, and opportunity.



ACCOUNTABILITY & OUTCOMES

LSCA is committed to responsible stewardship and measurable results. Program success will be evaluated through:

- ✓ Academic growth assessments
- ✓ Student accommodation documentation
- ✓ Meal participation records
- ✓ Scholarship retention rates
- ✓ Parent and teacher satisfaction surveys
- ✓ Security implementation verification
- ✓ Mid-year and final program evaluations

Detailed financial records and outcome reports will be provided to ensure full transparency and demonstrate the impact of this investment.

THANK YOU FOR YOUR CONSIDERATION AND SUPPORT.

Rolando Jacques

Dr. Rolando Jacques, Ph.D.
President
Professional Certified U.S. Chaplain
Living Stone Christian Academy

Date: _____



Cara C. Jacques

Cara C. Jacques, M.A., P.A., Psych.
Principal & Executive Director
Professional Certified U.S. Chaplain
Living Stone Christian Academy

Date: _____

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livingstonechristianacademy@gmail.com

PROOF OF LEGITIMATE BUSINESS & SCHOOL OPERATION

VERIFICATION OF STATUS AS A LEGITIMATE PRIVATE SCHOOL

This letter serves as official verification that

Living Stone Christian Academy (LSCA)

located in Mercedes, Texas is a legitimately operating private Christian school
in full compliance with Federal and State regulations.



TEXAS STATE RECOGNITION

Living Stone Christian Academy is a registered entity with the Texas Comptroller of Public Accounts and is subject to the Texas franchise tax as required by law.

- ✓ Taxpayer Number: 32098643987
- ✓ File Number: 0805887696
- ✓ Webfile Number: FQ962066
- ✓ First Franchise Tax Report Due: 05/15/2026



FEDERAL 501(c)(3) RECOGNITION

Living Stone Christian Academy is recognized by the Internal Revenue Service as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code.

- ✓ Employer Identification Number (EIN): 99-2288868
- ✓ Date of IRS EIN Issuance: April 3, 2024
- ✓ Notice Number: CP 575 A
- ✓ Form: SS-4
- ✓ Tax-Exempt Status: 501(c)(3) Nonprofit Organization



LEGITIMATE PRIVATE SCHOOL OPERATION

Living Stone Christian Academy operates as a bona fide private Christian school offering education for students in Pre-Kindergarten through Twelfth Grade.

- ✓ Faith-Based Education • Christ-Centered Curriculum
- ✓ Academic Excellence • Character Development
- ✓ Safe Learning Environment • Family Partnership
- ✓ Serving the Rio Grande Valley and Beyond

*Train up a child
in the way he should go,
and when he is old he
will not depart from it.*

Proverbs 22:6



Living Stone Christian Academy maintains academic, financial, and administrative records in accordance with applicable Federal and State laws and is committed to providing quality education that honors God and builds future leaders.

This document verifies that Living Stone Christian Academy is a legitimate business and a legally operating private school in the State of Texas.

Cara Jacques

Cara Jacques, M.A., P.A. Psy.

PRINCIPAL

Living Stone Christian Academy



Dr. Rolando Jacques

Dr. Rolando Jacques

PRESIDENT

Living Stone Christian Academy

For God's Glory, For Our Children, For Our Community

ESTABLISHED IN FAITH - BUILT ON TRUTH - DESIGNED FOR PURPOSE

June 19, 2026

DATE

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**MERCEDES CITY COMMISSION
REGULAR MEETING
JULY 21, 2026 – 6:30 PM
MERCEDES CITY HALL – COMMISSION CHAMBERS
400 S. OHIO AVE., MERCEDES, TX 78570**

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

MEMBERS ABSENT:

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

OTHERS PRESENT: Ruth Castaneda, Kayla Solis,

1. Call Meeting to Order

Mayor Montoya called the meeting to order at 6:32 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 Armando Garcia led the Pledge of Allegiance.

5. Open Forum

Mr. Guadalupe Llerena addressed the Commission regarding a residential property he is occupying through adverse possession. He stated that he has invested significant funds to rehabilitate the property, paid a portion of the delinquent property taxes, and intends to satisfy the remaining balance. Mr. Llerena expressed concerns that the City denied his requests for water and electric utility service due to outstanding liens associated with the property. He stated that, despite paying the required fees for water service, the utilities were

not connected because of the existing liens. He further explained that he installed a private well and solar panels to meet his family's basic needs and requested the City's consideration in providing utility services, noting that his wife has serious health issues requiring a livable home environment.

City Attorney Garcia-Vela advised the public that the matter is currently being litigated and expressed hope that a resolution will be reached.

6. Presentation

- a. Presentation by Montalvo (Worker's Comp Insurance) regarding dividends check
Mr. Ramon Montalvo of Montalvo Insurance Agency, accompanied by Jesse Villareal, recognized the City's outstanding safety record and announced that the City received a Texas Mutual Insurance workers' compensation dividend of \$33,068.11. He explained that the dividend reflects the City's favorable claims history and is in addition to its competitive insurance rates. Mr. Montalvo stated that the City has received approximately \$133,935 in total dividend payments over the past seven years. He congratulated the Mayor, City Commission, and staff for their continued commitment to workplace safety and encouraged the City to maintain its strong safety performance for the remainder of the policy term.
- b. Presentation by Marco A. Arredondo & Adam Arredondo regarding Updates on Lights
Mr. Marco A. Arredondo and Mr. Adam Arredondo provided an update on the City's lighting improvement projects. They reported that staff continues working with AEP to replace decorative Main Streetlights with LED fixtures, with installation expected to begin in August. He also discussed ongoing plans for additional lighting at H-E-B Park and the Dome Park, where both AEP and solar-powered lighting options are being evaluated. They also updated the Commission on efforts to repair inoperative streetlights throughout the City and noted that staff continues to work closely with AEP to improve the reporting and repair process. They also informed the Commission that the City's current energy contract remains in effect through 2028 and that electricity market trends are being monitored to identify future cost-saving opportunities. Mr. Arredondo outlined the anticipated timelines for the Main Street, H-E-B Park, and Dome Park lighting projects and stated that he would continue providing quarterly progress reports to the Commission.

7. Bids/Contracts:Present, discuss, consider and possibly take action regarding:

- a. Consideration and Possible Action to Approve CLG Grant Contract (Federal GY2026)
Library Director Marisol Vidales presented a proposed Historic Preservation Grant to conduct a reconnaissance-level survey of approximately 3,000 properties to identify and document historic resources within the City. She explained that the City would contribute \$50,000 over two years from Hotel/Motel Tax funds, with matching funds provided by the State. Ms. Vidales stated that the survey would support future historic preservation, tourism, and grant opportunities. Mayor Pro-Tem Saldana expressed his support for the project, emphasizing its importance in preserving the City's historic buildings and creating future funding opportunities. Ms. Vidales also announced that the former City Hall and Fire Station is scheduled for State Board review for National Register nomination on September 19 and that restoration of 14 windows at the building will begin using Hotel/Motel Tax funds. Commissioner Martinez made a motion to approve the item. Mayor Pro-Tem

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

b. Consideration and Possible Action to Approve the Lower Rio Grande Valley Development Council (LRGVDC) Master Mutual Aid Agreement

City Manager Alberto Perez explained that the item was a renewal of the City's participation with the Lower Rio Grande Valley Development Council. He stated that the program has provided funding for street improvement projects over the past two years and that the City anticipates receiving similar funding in the upcoming year. Commissioner Martinez made a motion to approve the item. Commissioner Armando Garcia seconded the motion. Upon a called vote, the motion passed unanimously.

c. Consideration and Possible Action to select and award a contractor for the Sanitary Sewer Improvement Project Bid # 2026-001

Mayor Pro-Tem Saldana made a motion to move the item to Executive Session for further discussion regarding matters related to legal and/or contract requirements before returning it to the item for consideration. Commissioner Garcia seconded the motion. Upon a called vote, the motion passed unanimously.

d. Consideration and Possible Action to approve a Memorandum of Understanding between the City of Mercedes and the City of Weslaco regarding Street Improvements

City Manager Alberto Perez presented an updated Memorandum of Understanding between the City of Mercedes and the City of Weslaco to establish a broader framework for interlocal collaboration on shared infrastructure, including streets, utilities, drainage, and irrigation canals across areas such as Mile 2 West and Mile 2½. Under the proposed agreement, individual projects will be evaluated on a case-by-case basis—requiring both municipalities to mutually determine project scope, cost allocation, and operational leadership prior to seeking final budget approval from their respective governing bodies. During discussion, the Commission addressed historic agreements from 2021, potential assistance from Hidalgo County Precinct 1, ongoing drainage and flooding concerns near Mile 2½ and Dakota Road that involve coordination with TxDOT, and future city maintenance plans for an adjacent irrigation ditch. Following discussion, Mayor Pro-Tem Saldaña moved to approve the MOU subject to final legal review and approval. Commissioner Martinez seconded the motion. Upon a called vote, the motion passed unanimously.

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

Commissioner Rolando Garcia made a motion to approve. Mayor Pro Tem Saldana seconded the motion. Upon a called vote, the motion carried.

f. Consideration and Possible Action to extend the contract with Waste Connections for Solid Waste until September 30, 2026

The City Manager requested an extension of the current waste disposal contract until September 30th to allow additional time for the preparation and review of competitive bid documents. Mayor Pro Tem Saldana made a motion to approve the extension, and Commissioner Martinez seconded the motion.

During discussion, the Commission addressed concerns regarding construction debris, brush, and bulky item disposal, including the need for contractors to properly dispose of materials. The Commission requested that future waste contracts consider disposal options, collection limits, service data, and accessibility improvements for residents. Upon a called vote, the motion carried.

8. Consent Agenda

- a. Approval of Minutes for Meeting(s) held July 7, 2026

Commissioner Martinez made a motion to approve Items A, B, and C, forgo the readings, and proceed with discussion on Item D. Mayor Pro Tem Saldana seconded the motion.

Upon a called vote, the motion carried.

- 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

During discussion of Item D, Commissioner Martinez requested clarification regarding the transfer of funds for air conditioning repairs within Building Maintenance. The City Manager explained that funds were being reallocated to address unexpected air conditioning failures at the Library and Planning Department. The Library unit failure impacted the Texas Room, which is frequently used for meetings and outside events, requiring immediate repairs. The City Manager stated that the cost for the Planning Department air conditioning unit was approximately \$19,000 and the Library unit was approximately \$10,000. Both units were rooftop units requiring replacement.

Commissioner Martinez made a motion to approve the item. Mayor Pro Tem Saldana seconded the motion. Upon a called vote, the motion passed.

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"

Planning Director Denisse Hernandez presented information regarding a new Senate Bill establishing permit requirements for generator and solar panel installations. She explained that the City would need to establish procedures for permitting and third-party inspections to ensure compliance. The Commission discussed the importance of proper installations, safety requirements, and preventing companies from taking advantage of residents. Discussion included the proposed \$100 permit fee, inspection responsibilities, and whether the requirements would apply to permanent equipment only or other generator connections. The Commission emphasized the need for safety measures to protect residents, utility workers, and electricians. Commissioner Martinez made a motion to approve and forgo the reading. Commissioner Armando Garcia seconded the motion. Upon a called vote, the motion passed.

- b. First Reading of Ordinance 2026-18 abandoning and releasing a five-foot portion of a Public Utility Easement within the Summer Breeze Subdivision

Planning Director Denisse Hernandez presented a request regarding the Summer Breeze Subdivision, located near the Livestock Show. She explained that there was an error in the original plat showing a 10-foot rear easement; however, the correct easement should be 15 feet. This discrepancy has impacted the construction of the fourplexes within the subdivision. Ms. Hernandez stated that AEP already has a 10-foot easement along the front of the property for utilities, and the developer obtained letters of approval from the Drainage District, Irrigation District, and AEP supporting the release of the additional rear easement. Commissioner Martinez made a motion to approve and forgo the reading. Commissioner Armando Garcia seconded the motion. Upon a called vote, the motion passed.

- c. First Reading of Ordinance 2026-19 amending Chapter 13, Article 9, Section 14, "Sludge transporters," to update regulations and penalties

Planning Director Denisse Hernandez presented an update regarding the sludge hauler ordinance, stating that it has been in effect for over a year; however, compliance issues continue. She explained that the City is tracking vehicles passing through the City without the required permits, with more than 70 violations reported on some Mondays. Ms. Hernandez stated that the current ordinance does not establish penalties or violation fees. The proposed amendment would establish penalties for each violation and provide that after three violations, following proper warnings, the hauler would no longer be eligible for a permit to operate within the City limits for one year. The Commission discussed enforcement options, including the possibility of utilizing license plate reader information and issuing citations for violations. The City Attorney's guidance was recommended regarding citation procedures based on photographic evidence. Mayor Pro Tem Saldana made a motion to forgo the reading. Commissioner Martinez seconded the motion. Upon a called vote, the motion passed.

10. Monthly Departmental Reports

- a. City Secretary/HR, IT, Planning, Library, Recreation Center, Fire, Finance
City Secretary Joselynn Castillo reported that the City received a birth registration for a child born within the City limits. Mayor Pro Tem Saldana discussed the ongoing TABC permit issue affecting Cortinos Restaurant, noting that the business has been unable to sell alcoholic beverages for approximately three months due to an address discrepancy. Staff explained that the issue involves conflicting addresses between the Postal Service, 911 addressing, Comptroller, and TABC requirements. The Commission discussed possible solutions, including obtaining verification from 911 and assistance from the City Attorney to help resolve the matter. The Commission expressed the need to work toward a timely resolution for the business.

Fire Chief Javier Campos provided updates on department operations, including the completion of the final inspection of the new fire truck, which was delivered within the expected 180-day timeframe. The truck is being equipped and is expected to be placed into service soon, with a push-in ceremony scheduled for August 11th. Chief Campos also reported the installation of a new industrial washer and dryer for firefighter gear to maintain compliance with state requirements and support firefighter safety. The Chief provided an update on staffing, noting improved recruitment and retention efforts, with

experienced firefighters expressing interest in joining the Mercedes Fire Department. The Mayor and Commission recognized and commended the department's progress.

Commissioner Martinez requested an update on the status of the Parks grant application. Parks Director Armando Villela reported that the application is nearly complete and remains on schedule for submission before the August 3rd deadline, pending receipt of the remaining required documents. The Commission also discussed future park improvement projects, including park lighting, and the pursuit of additional grant opportunities to support improvements to the City's parks.

11. Executive Session: Chapter 551, Texas Government Code, Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel Matters) and Section 551.087 (Economic Development)

Mayor Montoya called for an Executive Session. Commissioner Martinez made a motion to approve entering into Executive Session. Commissioner Garcia seconded the motion. Upon a called vote, the motion passed unanimously. The City Commission entered into Executive Session at 7:48 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 Attorney regarding proposed contracts - Section 551.071

12. Open Session

Mayor Montoya opened the session for the regular meeting of the Executive Session at 8:52 p.m.

Following Executive Session, the Commission considered Item 7C. The commission presented the recommendation to award the contract to Castillo Underground. Commissioner Armando Garcia made a motion to approve the recommendation, as discussed in Executive Session, awarding the contract to Castillo Underground. Commissioner Rolando Garcia seconded the motion. Upon a called vote, the motion carried.

- a. Possible Action pertaining to executive session item A
No action on item A.
- b. Possible Action pertaining to executive session item B
No action on item B.
- c. Possible Action pertaining to executive session item C
No action on item C.
- d. Possible Action pertaining to executive session item D
No action on item D.

13. Adjournment

Commissioner Martinez made a motion to adjourn the meeting. Mayor Pro Tem Saldana seconded the motion. Upon a called vote, the motion passed unanimously. Mayor Montoya adjourned the meeting at 8:54 p.m.

[MIN_SIGNATURES]

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

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
TIKI LAND COMPANY, LLC

DATE

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 49.21(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.
GENERAL MANAGER

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 _____ DAY OF _____, 20____

- 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 HCID No. 9.
- 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.
- 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.
- 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.
- HCID 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

DATE

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.

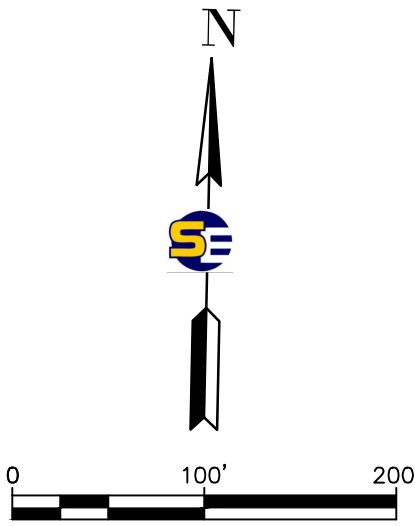
REYNALDO ROBLES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4032
SURVEY FIRM No. 10096700

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	11.42'
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'

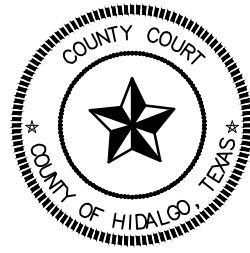
Line Table

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

IRON ROD FOUND
IRON PIPE FOUND
IRON ROD SET



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

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

BY: _____ DEPUTY

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 A 1/4-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 1/2-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 1/2-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 1/4-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 0°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;

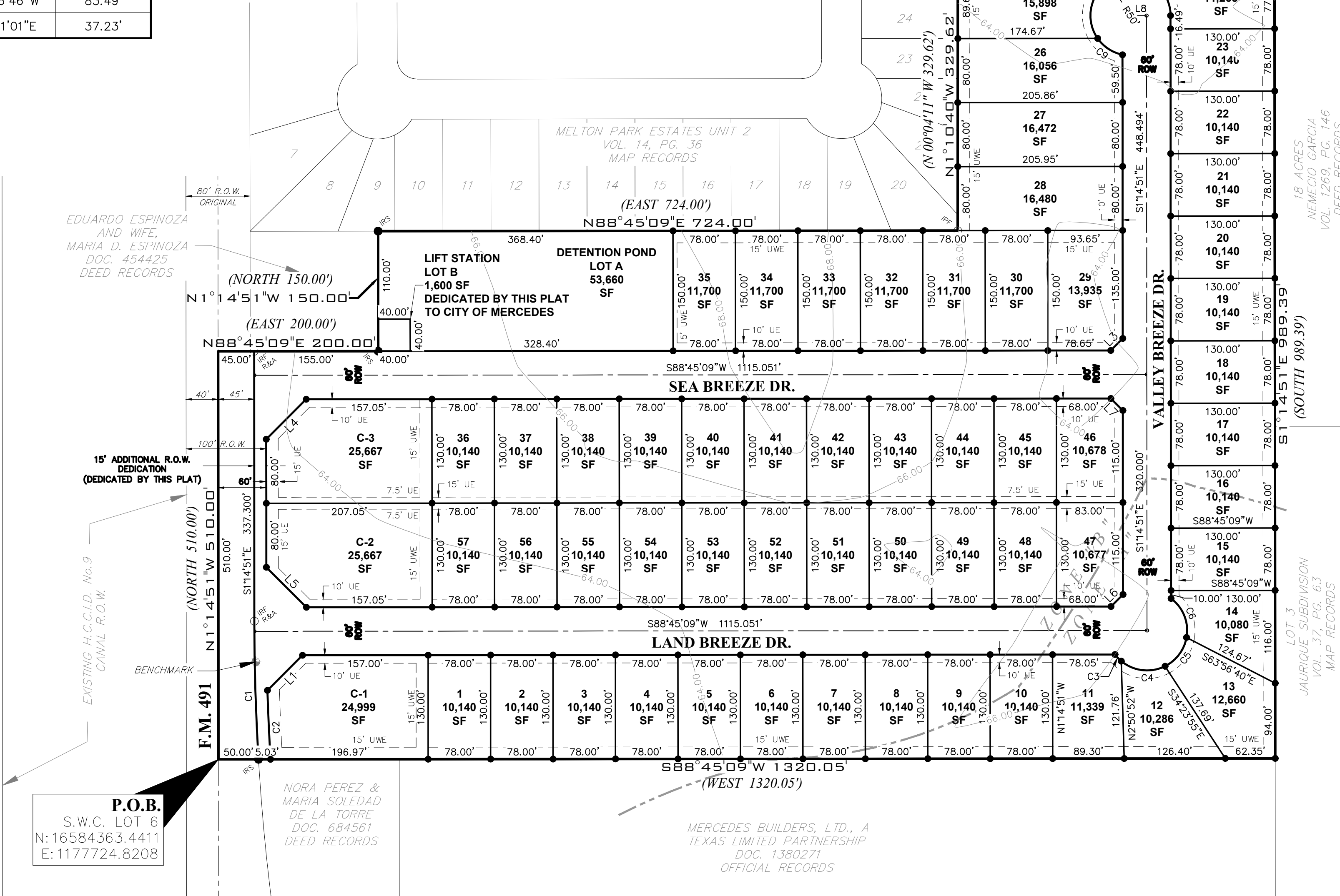
THENCE, SOUTH 89°58'00" EAST, 395.65 FEET (MAP EAST 396.00 FEET), WITH A SOUTH LINE OF SAID MELTON PARK ESTATES UNIT 2, TO A 1-INCH IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF SAID MELTON PARK ESTATES UNIT 2 AND THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

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 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" SET ON LINE FOR REFERENCE, AT A DISTANCE OF 1269.77 FEET PASS A 1/2-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 78877
ENGINEER:	OMAR CANO, P.E.	135 PASEO DEL PRADO, STE. 7	EDINBURG, TEXAS 78539
SURVEYOR:	REYNALDO ROBLES, R.P.L.S.	107 W. HUISACHE ST.	WESLACO, TX 78596

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



GENERAL NOTES

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

BUILDING SETBACKS - COMMERCIAL:
IN COMPLIANCE WITH THE CITY OF MERCEDES STANDARDS.
- 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
- ABBREVIATIONS:
DE - DRAINAGE EASEMENT
R.O.W. - RIGHT-OF-WAY
SF - SQUARE FOOT
UE - UTILITY & AEP ELECTRICAL EASEMENT (NON-EXCLUSIVE)
UW - UTILITY & WALL (FENCE) EASEMENT
- 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.
- MINIMUM FINISHED FLOOR ELEVATION SHALL BE 65.55' OR 18" ABOVE TOP OF CURB ELEVATION, WHICHEVER IS GREATER.
- 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.
- NO STRUCTURE SHALL BE PERMITTED WITHIN ANY UTILITY, ELECTRICAL, IRRIGATION, DRAINAGE AND WATER EASEMENT.
- PROPOSED STRUCTURES ON THE LOTS MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.
- A 4 FOOT WIDE MINIMUM SIDEWALK WITH HANDICAP RAMPS IN COMPLIANCE WITH ADA STANDARDS IS REQUIRED DURING BUILDING PERMIT BY LOT OWNERS.
- 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.
- ALL SUBDIVISION REQUIREMENTS SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.
- ALL COMMON ACCESS, PARKING LOT, LANDSCAPING AREAS AND DETENTION AREA WILL BE MAINTAINED BY THE HOA.
- A 6 FOOT BUFFER FENCE, BUILT BY DEVELOPER AND MAINTAINED BY LOT OWNERS WILL BE REQUIRED BETWEEN RESIDENTIAL, MULTI-FAMILY AND COMMERCIAL LOTS.
- THE HOME OWNERS ASSOCIATION MUST COLLECT DUES TO MAINTAIN SAID IMPROVEMENTS IN COMMON AREAS AND OTHER AMENITIES IMPROVEMENTS FOR THIS SUBDIVISION.
- SAID SUBDIVISION SHALL COMPLY WITH THE MOST CURRENT UNIFIED DEVELOPMENT CODE AND CITY OF MERCEDES LATEST REQUIREMENTS AND SPECIFICATIONS.
- PARK LAND FEE (\$500) PER LOT WILL BE DUE AT SUBDIVISION STAGE.
- ALL LOTS SHALL HAVE A 0.25% SLOPE FROM THE FRONT TO REAR OF LOTS.
- 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.
- SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE CITY SUBDIVISION ORDINANCE AND STATE PLATING STATUTES AND IS SUBJECT TO FINES AND WITHDRAWALS OF UTILITIES AND BUILDING PERMITS.
- LOT A IS A NON-BUILDABLE LOT SHALL BE USED ONLY FOR STORM DRAINAGE PURPOSES.
- SITE PLAN MUST BE REVIEWED/APPROVED BY THE CITY PRIOR TO ISSUANCE OF BUILDING PERMITS FOR COMMERCIAL AND MULTI-FAMILY LOTS.
- ALL PROPERTY CORNER ARE SET WITH A No. 4 REBAR.
- ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED AT BUILDING PERMIT STAGE INCLUDING NECESSARY EASEMENTS FOR COMMERCIAL AREAS.
- LOT B SHALL ONLY BE USE FOR STORM WATER LIFT-STATION
- 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 SUBDIVISION, 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

A handwritten signature in black ink, appearing to read 'Rubi Rodea', is written over a horizontal line.

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

EXHIBIT "A"

Curve Table				
Curve #	Radius	Delta	Length	Chord Direction
C1	2825.00'	330°17'	172.80'	S24°21'E
C2	2810.00'	145°33'	86.28'	S24°49'E
C3	50.00'	178°48'	11.44'	S44°40'E
C4	50.00'	48°34'33"	58.10'	S84°31'04"E
C5	50.00'	53°17'23"	46.50'	N35°32'58"E
C6	50.00'	63°16'59"	55.22'	N22°44'11"W
C7	50.00'	101°32'14"	88.61'	N52°00'57"W
C8	50.00'	113°12'19"	98.79'	S20°36'46"W
C9	50.00'	43°43'15"	38.15'	S57°51'01"E

Line Table		
Line #	Direction	Length
L1	S43°40'09"W	61.80'
L2	S17°14'51"E	12.02'
L3	N43°40'09"E	21.21'
L4	N43°40'09"E	70.71'
L5	S46°14'51"E	70.71'
L6	N43°40'09"E	21.21'
L7	S46°14'51"E	21.21'
L8	N43°40'09"E	20.00'

APPROVED BY THE CITY OF MERCEDES
 SUBMITTED BY: *[Signature]*
 PRINTED NAME: *[Name]*
 TITLE OF CITY OFFICIAL: *[Title]*
 DATE: *[Date]*

APPROVED BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
 DATE: *[Date]*

APPROVED BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 2
 DATE: *[Date]*

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 2 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 3 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 4 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 5 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 6 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 7 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 8 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 9 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 10 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 11 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 12 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 13 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 14 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 15 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 16 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 17 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 18 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 19 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 20 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 21 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 22 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 23 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 24 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 25 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 26 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 27 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 28 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 29 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 30 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 31 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 32 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 33 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 34 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 35 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 36 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 37 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 38 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 39 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 40 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 41 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 42 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 43 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 44 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 45 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 46 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 47 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 48 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 49 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 50 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 51 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 52 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 53 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 54 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 55 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 56 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 57 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 58 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 59 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 60 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 61 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 62 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 63 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 64 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 65 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 66 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 67 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 68 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 69 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 70 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 71 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 72 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 73 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 74 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 75 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 76 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 77 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 78 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 79 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 80 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 81 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 82 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 83 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 84 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 85 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 86 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 87 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 88 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 89 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 90 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 91 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 92 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 93 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 94 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 95 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 96 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 97 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 98 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 99 OR HIDALGO COUNTY DRAINAGE DISTRICT NO. 100

2. IT IS UNDERSTOOD THAT THE RATE FLOW OF STORM WATER FROM THE LAND LIES IN AGRICULTURE, ETC.

3. HICED NO. 3 SHALL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HICED NO. 3 SHALL NOT BE RESPONSIBLE FOR THE DECISION OF WHETHER TO ANY LOT WITHIN THIS SUBDIVISION. IT IS DECIDED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.

4. HICED NO. 3 SHALL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HICED NO. 3 SHALL NOT BE RESPONSIBLE FOR THE DECISION OF WHETHER TO ANY LOT WITHIN THIS SUBDIVISION. IT IS DECIDED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.

5. HICED NO. 3 SHALL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HICED NO. 3 SHALL NOT BE RESPONSIBLE FOR THE DECISION OF WHETHER TO ANY LOT WITHIN THIS SUBDIVISION. IT IS DECIDED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.

6. HICED NO. 3 SHALL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HICED NO. 3 SHALL NOT BE RESPONSIBLE FOR THE DECISION OF WHETHER TO ANY LOT WITHIN THIS SUBDIVISION. IT IS DECIDED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.

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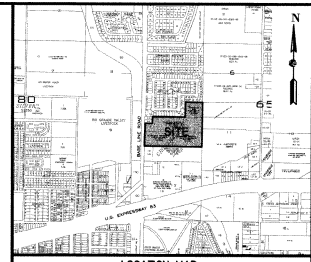
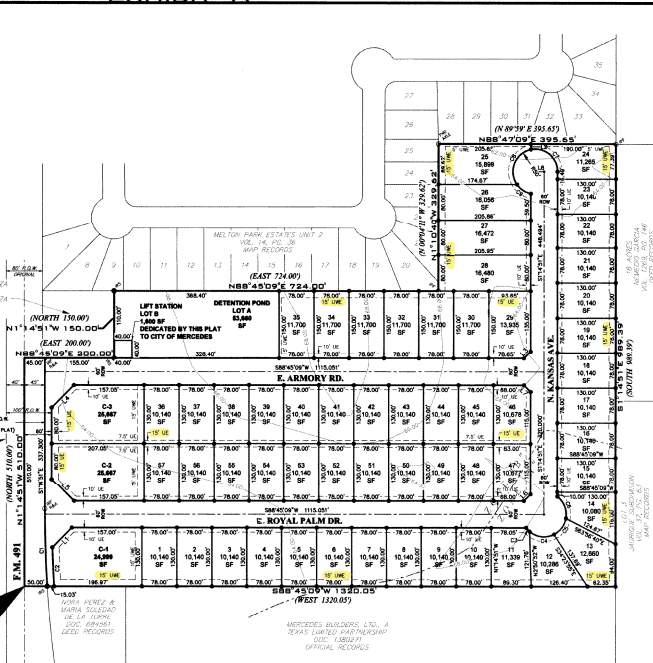
16. HICED NO. 3 SHALL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HICED NO. 3 SHALL NOT BE RESPONSIBLE FOR THE DECISION OF WHETHER TO ANY LOT WITHIN THIS SUBDIVISION. IT IS DECIDED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.

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1. THIS PLAT IS SUBMITTED TO THE CITY OF MERCEDES FOR RECORDATION.
2. LAND USE: MULTI-FAMILY RESIDENTIAL.
3. BUILDING SETBACKS - MULTI-FAMILY: 10' FRONT, 5' SIDE, 5' REAR.
4. STORM WATER: 1.0" PER FOOT.
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89. STORM WATER: 1.0" PER FOOT.
90. STORM WATER: 1.0" PER FOOT.
91. STORM WATER: 1.0" PER FOOT.
92. STORM WATER: 1.0" PER FOOT.
93. STORM WATER: 1.0" PER FOOT.
94. STORM WATER: 1.0" PER FOOT.
95. STORM WATER: 1.0" PER FOOT.
96. STORM WATER: 1.0" PER FOOT.
97. STORM WATER: 1.0" PER FOOT.
98. STORM WATER: 1.0" PER FOOT.
99. STORM WATER: 1.0" PER FOOT.
100. STORM WATER: 1.0" PER FOOT.

SUPREME ENGINEERING

SUPREME ENGINEERING, PLLC
 CONSULTING ENGINEERS
 ENGINEERING FROM F-2135
 135 PASO DEL PRADO, STE. 7, DALLAS, TX 75249
 (954) 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 72, 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.

PRINCIPAL CONTACTS			
NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE
OWNER: TWO LANE COMPANY, LLC	808 N. FERRIS BLVD.	IRVING, TEXAS 75039	(972) 462-1474
OWNER: TWO LANE COMPANY, LLC	808 N. FERRIS BLVD.	IRVING, TEXAS 75039	(972) 462-1474
OWNER: TWO LANE COMPANY, LLC	808 N. FERRIS BLVD.	IRVING, TEXAS 75039	(972) 462-1474



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. Segin, PE, CFM
District General Manager
Hidalgo County Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES
Board Member

EDUARDO "EDDIE" CANTU
Board Member

RICHARD F. CORTEZ
Chairman of the Board

EVERARDO "EVER" VILLARREAL
Board Member

ELLIE TORRES
Board Member

June 22, 2026

Adriana Salazar
Developer Representative
Tiki Land Company, LLC

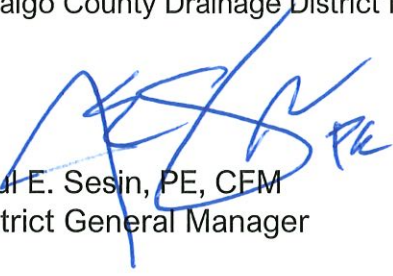
RE: Summer Breeze Subdivision – Lots 1 – 57
Mercedes, Texas

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. Segin, 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



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').

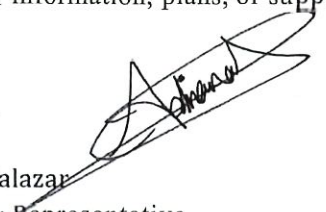
After reviewing the site conditions, we have determined that no utilities, facilities, or infrastructure are located within the additional five-foot (5') area located at the rear portion of the Jots. Therefore, we respectfully request consideration for the abandonment and release of this additional five-foot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

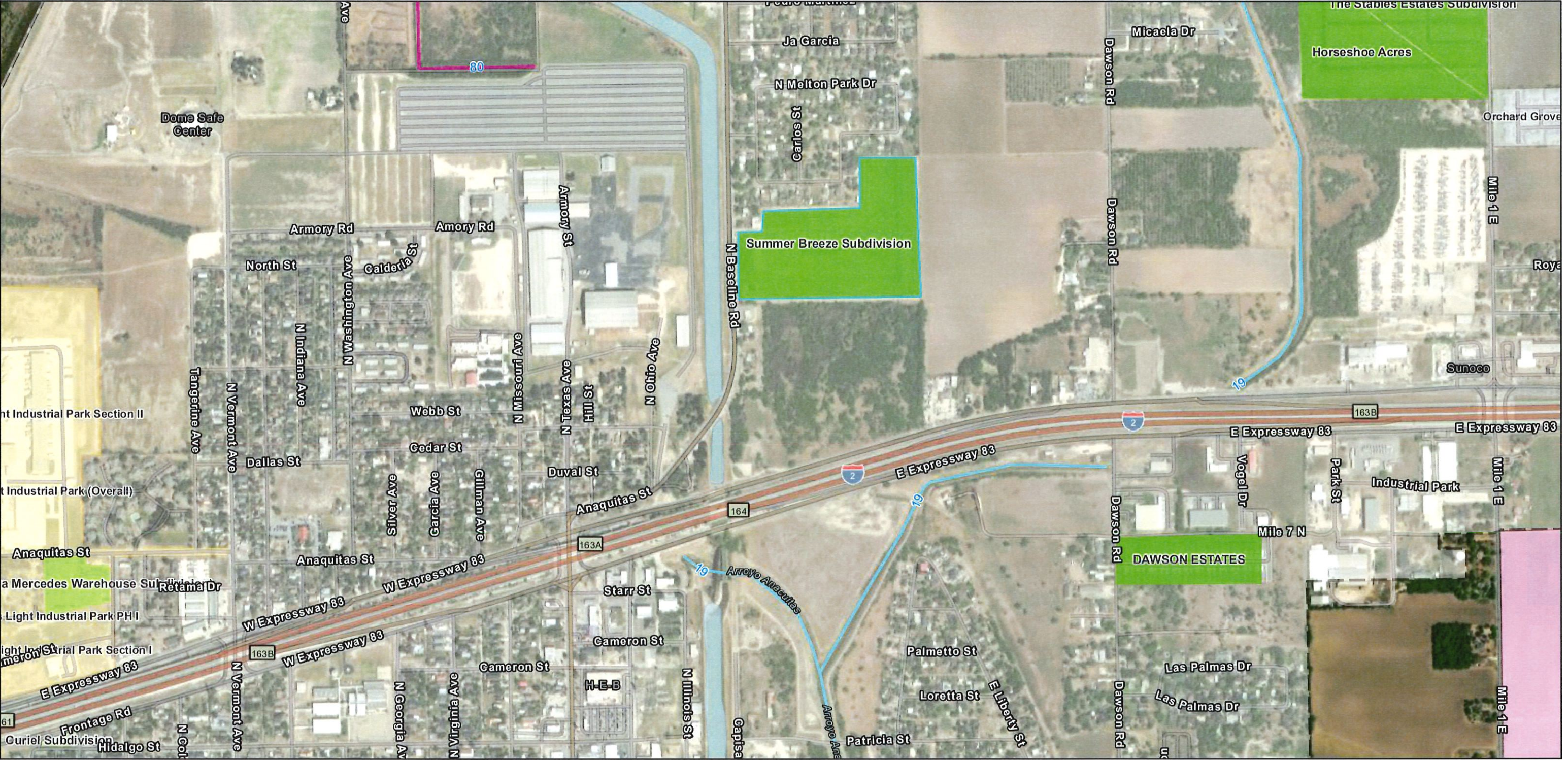
Sincerely,


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

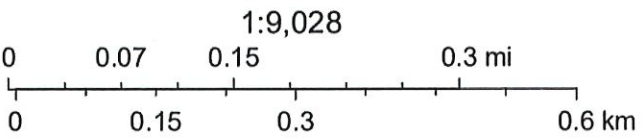
HCDD1_Boundary

HCDD1_System

NOT Maintained

HCDD1 Maintained

Water_Bodies



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

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 **SUPREME ENGINEERING, PLLC** SUBDIVISION, TO THE CITY OF MERCEDES, TEXAS, AND WHOSE NAME IS SUBSCRIBED HEREIN, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINAGE, 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 ACCEPTED 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
ARTURO A. GARZA
MEMBER
TRI 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

Karin L. Davis
NOTARY PUBLIC FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES 12-14-2026



CITY OF MERCEDES

APPROVED BY THE CITY OF MERCEDES

SIGNATURE: *[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

[Signature]
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 1st 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 HICOD 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. HICOD NO. 9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION, AS WELL, HICOD 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. HICOD 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. HICOD 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.

[Signature]
GENERAL MANAGER
HIDALGO & CAMERON COUNTIES 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.

[Signature]
OSCAR CANO, P.E.
LICENSE PROFESSIONAL ENGINEER NO. 120081

4/26/24
DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

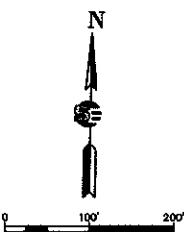
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

[Signature]
OSCAR HERNANDEZ, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5005
SURVEY FIRM NO. 10194791

5-5-2024
DATE

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"W	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 #	Direction	Length
L1	S43°45'09"W	61.98'
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
OFF OFF
ON ON
ON ON



FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK
ON: 5-10-2024 AT 9:40 AM
INSTRUMENT NUMBER 2344165
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: *[Signature]* DEPUTY

P.O.B.
S.W.C. LOT 6
N: 16584363.4411
E: 1177724.8208

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 8 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 8 AND WITH THE ORIGINAL CENTERLINE OF F.M. 491, AT A DISTANCE OF 330.00 FEET PASS THE NORTHWEST CORNER OF SAID LOT 8 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 1/4 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 1/4-INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" SET FOR AND THE SOUTHWEST CORNER OF SAID TRACT OF LAND CONVEYED TO EDUARDO ESPINOZA AND WIFE MARIA D. ESPINOZA AT 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 150.00 FEET TO A 1/4-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 1/4-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 328.62 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;

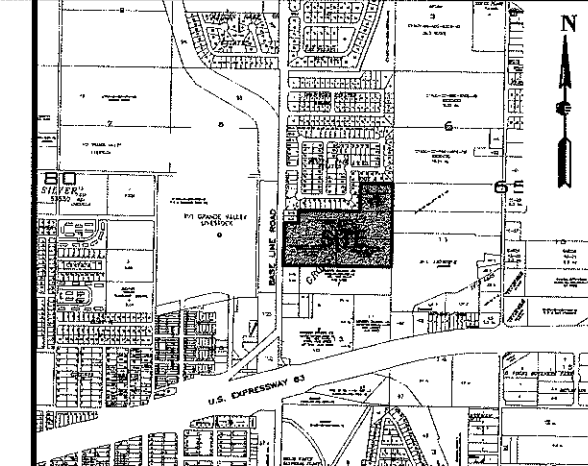
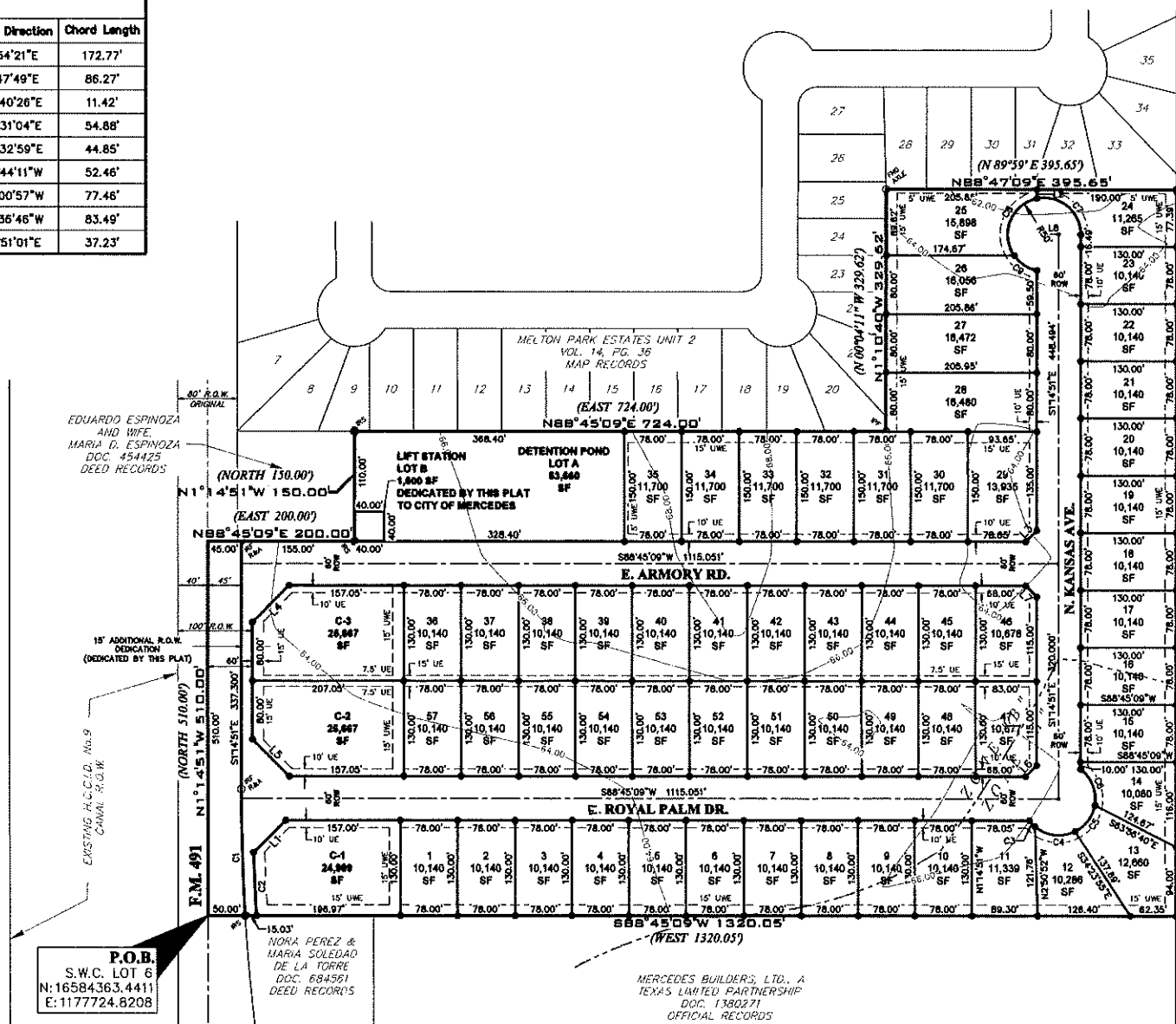
THENCE, SOUTH 88°58'00" EAST, ALONG THE WITH A SOUTH LINE OF SAID MELTON PARK ESTATES UNIT 2, A DISTANCE OF 365.85 FEET (MAP EAST 398.00 FEET), TO A 1-INCH IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF SAID MELTON PARK ESTATES UNIT 2 AND THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

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 NEMEDIO GARCIA BY INSTRUMENT RECORDED IN VOLUME 1269, PAGE 148, 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 980.20 FEET PASS THE SOUTHWEST CORNER OF SAID TRACT OF LAND CONVEYED TO NEMEDIO GARCIA AND THE NORTHWEST CORNER OF JAIRQUE SUBDIVISION AS PER MAP RECORDED IN VOLUME 37, PAGE 43, 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 SOUTHWEST 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 1/4-INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" SET ON LINE FOR REFERENCE, AT A DISTANCE OF 1289.77 FEET PASS A 1/4-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 PARENTHESES ARE BASED ON RECORDED PLAT OR DOCUMENT.

PRINCIPAL CONTACTS				
NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE	
OWNER:	TRI LAND COMPANY, LLC	908 W. FERGUSON ST.	PHARR, TEXAS 78877	(956) 443-4372
ENGINEER:	OSCAR CANO, P.E.	135 PASEO DEL PRADO, STE. 7	EDINBURG, TEXAS 78839	(956) 403-1314
SURVEYOR:	OSCAR HERNANDEZ, RPLS	3007 TUCKER ROAD	HARRISBURG, TEXAS	(956) 357-2185



LOCATION MAP
SCALE: 1" = 1000'

- GENERAL NOTES**
- THIS PLAT IS CONTAINED WITHIN THE CITY OF MERCEDES CORPORATE LIMITS.
 - LAND USE: MULTI-FAMILY RESIDENTIAL
 - BUILDING SETBACKS - MULTI-FAMILY:
FRONT: 20'
REAR: 10'
SIDE: 5'
CORNER: 15'
 - BUILDING SETBACKS - COMMERCIAL:
IN COMPLIANCE WITH THE CITY OF MERCEDES STANDARDS.
 - STATISTICAL DATA:
A) GROSS AREA - 22.31 ACRES
B) MULTI-FAMILY RESIDENTIAL LOTS - 37 LOTS
C) COMMERCIAL LOTS - 3 LOTS (LOTS C-1, C-2 & C-3)
D) COMMON LOTS - LOT 4 (DETENTION)
E) LOT 8 (LIFT STATION) DEDICATED TO CITY OF MERCEDES
 - ABBREVIATIONS:
D.E. - DRAINAGE EASEMENT
R.O.W. - RIGHT-OF-WAY
S.E. - SQUARE FOOT
U.E. - UTILITY & ASP ELECTRICAL EASEMENT (NON-EXCLUSIVE)
U.W. - UTILITY & WALL (FENCE) EASEMENT
 - 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 AN AVERAGE DEPTH OF LESS THAN ONE FOOT OR WHERE THE CONTRASTING 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 DATED JULY 18, 1978.
 - MINIMUM FINISHED FLOOR ELEVATION SHALL BE 65.55' OR 18" ABOVE TOP OF CURB ELEVATION, WHICHEVER IS GREATER.
 - 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 216.48 CUBIC-Feet OR 7.31 ACRE-Feet OF STORM WATER RUNOFF.
 - THIS SUBDIVISION WAS DESIGNED TO EXCEED A 50 YEAR FLOOD WITH A WORKING DETENTION OF 372,000 CUBIC-Feet OR 8.61 ACRE-Feet.
 - NO STRUCTURE SHALL BE PERMITTED WITHIN ANY UTILITY, ELECTRICAL, IRRIGATION, DRAINAGE AND WATER EASEMENT.
 - PROPOSED STRUCTURES ON THE LOTS MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.
 - A 4 FOOT WIDE MINIMUM SIDEWALK WITH HANDICAP RAMPS IN COMPLIANCE WITH ADA STANDARDS IS REQUIRED DURING BUILDING PERMIT BY LOT OWNERS.
 - 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.
 - ALL SUBDIVISION REQUIREMENTS SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REQUIREMENTS.
 - ALL COMMON ACCESS, PARKING LOT, LANDSCAPING AREAS AND DETENTION AREA WILL BE MAINTAINED BY THE HOA.
 - A 6 FOOT BUFFER FENCE, BUILT BY DEVELOPER AND MAINTAINED BY LOT OWNERS WILL BE REQUIRED BETWEEN RESIDENTIAL, MULTI-FAMILY AND COMMERCIAL LOTS.
 - THE HOME OWNERS ASSOCIATION MUST COLLECT DUES TO MAINTAIN SAID IMPROVEMENTS IN COMMON AREAS AND OTHER AMENITIES IMPROVEMENTS FOR THIS SUBDIVISION.
 - SAID SUBDIVISION SHALL COMPLY WITH THE MOST CURRENT UNITED DEVELOPMENT CODE AND CITY OF MERCEDES LATEST REQUIREMENTS AND SPECIFICATIONS.
 - PARK LAND FEE (\$500) PER LOT WILL BE DUE AT SUBDIVISION STAGE.
 - ALL LOTS SHALL HAVE A 0.25% SLOPE FROM THE FRONT TO REAR OF LOTS.
 - ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REQUIREMENTS. EROSION AND SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE STORMWATER DRAINAGE 94.03 OF THE CITY OF MERCEDES ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX/MULTI-FAMILY CONSTRUCTION.
 - 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 FINE AND PENALTY.
 - LOT 4 IS A NON-BUILDABLE LOT SHALL BE USED ONLY FOR STORM DRAINAGE PURPOSES.
 - STATE PLAT MUST BE REVIEWED/APPROVED BY THE CITY PRIOR TO ISSUANCE OF BUILDING PERMITS FOR COMMERCIAL AND MULTI-FAMILY LOTS.
 - ALL PROPERTY CORNER ARE SET WITH A No. 4 REBAR.
 - ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED AT BUILDING PERMIT STAGE INCLUDING NECESSARY EASEMENTS FOR COMMERCIAL AREAS.
 - LOT 8 SHALL ONLY BE USED FOR STORM WATER LIFT-STATION
 - LOTS C-1, C-2 AND C-3 SHALL NOT HAVE DIRECT DRIVEWAY ACCESS TO F.M. 491.
 - 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 78839
(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.

###

C6.0 STORM SEWER PLAN.DWG

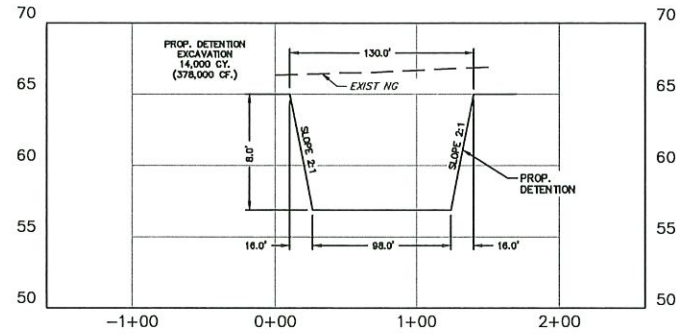
----- PLOTTED 10/6/2022

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

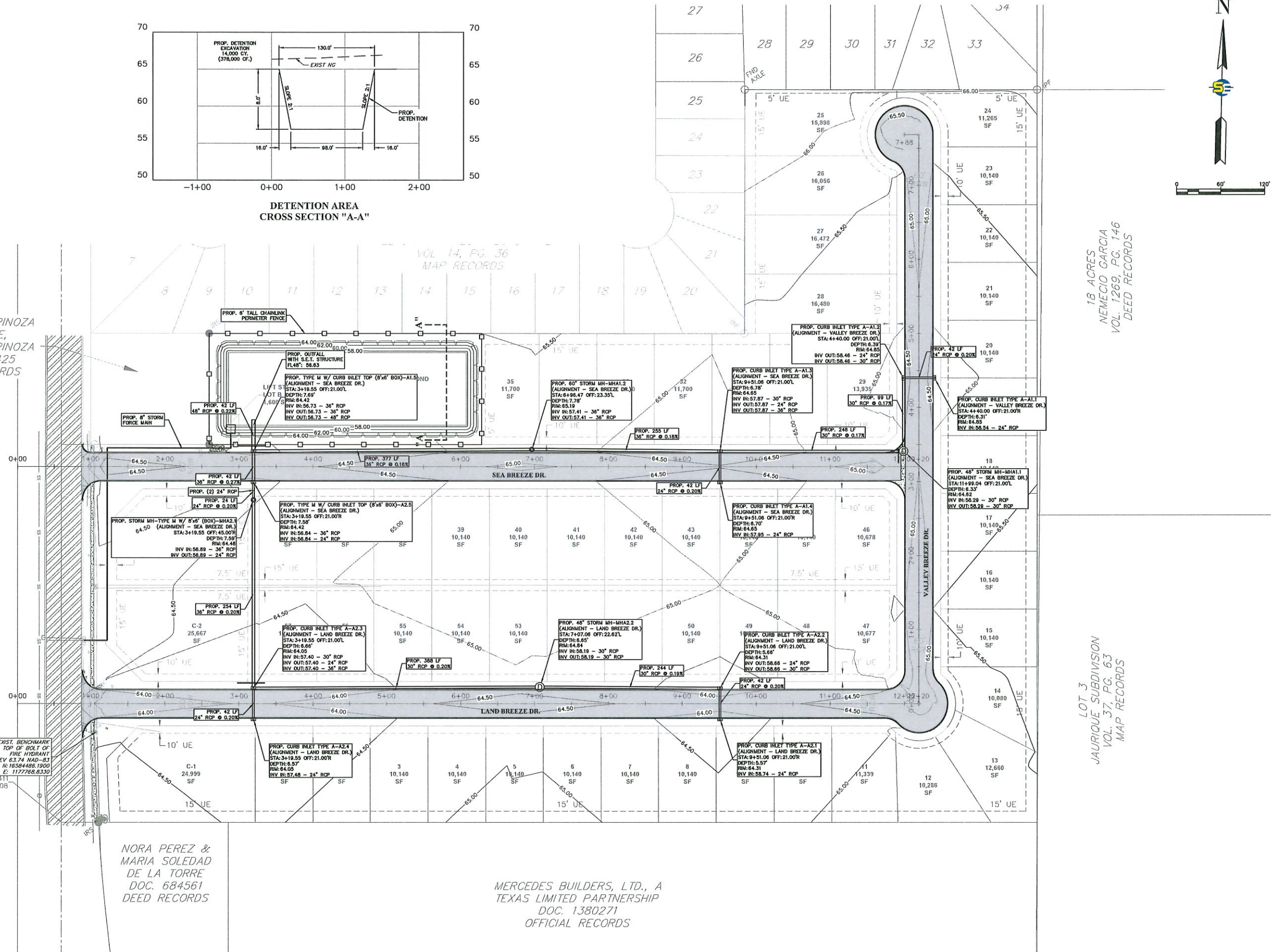
EXIST. BENCHMARK
TOP OF BOLT OF
FIRE HYDRANT
ELEV 63.74 NAD-83
N: 16584486.1900
E: 1177762.8330

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

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



DETENTION AREA
CROSS SECTION "A-A"



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

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

SUPREME
ENGINEERING

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



THE SEAL APPEARING ON
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OMAR CANO, P.E.
ON 10/6/2022
ALTERATION OF A SEALED DOCUMENT WITHOUT
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OFFENSE UNDER THE TEXAS ENGINEERING
PRACTICE ACT.

PROJECT No.	REVISIONS:	DATE	APPROVED BY:
##			
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

###

C11 - DRAINAGE AREA PLAN.DWG

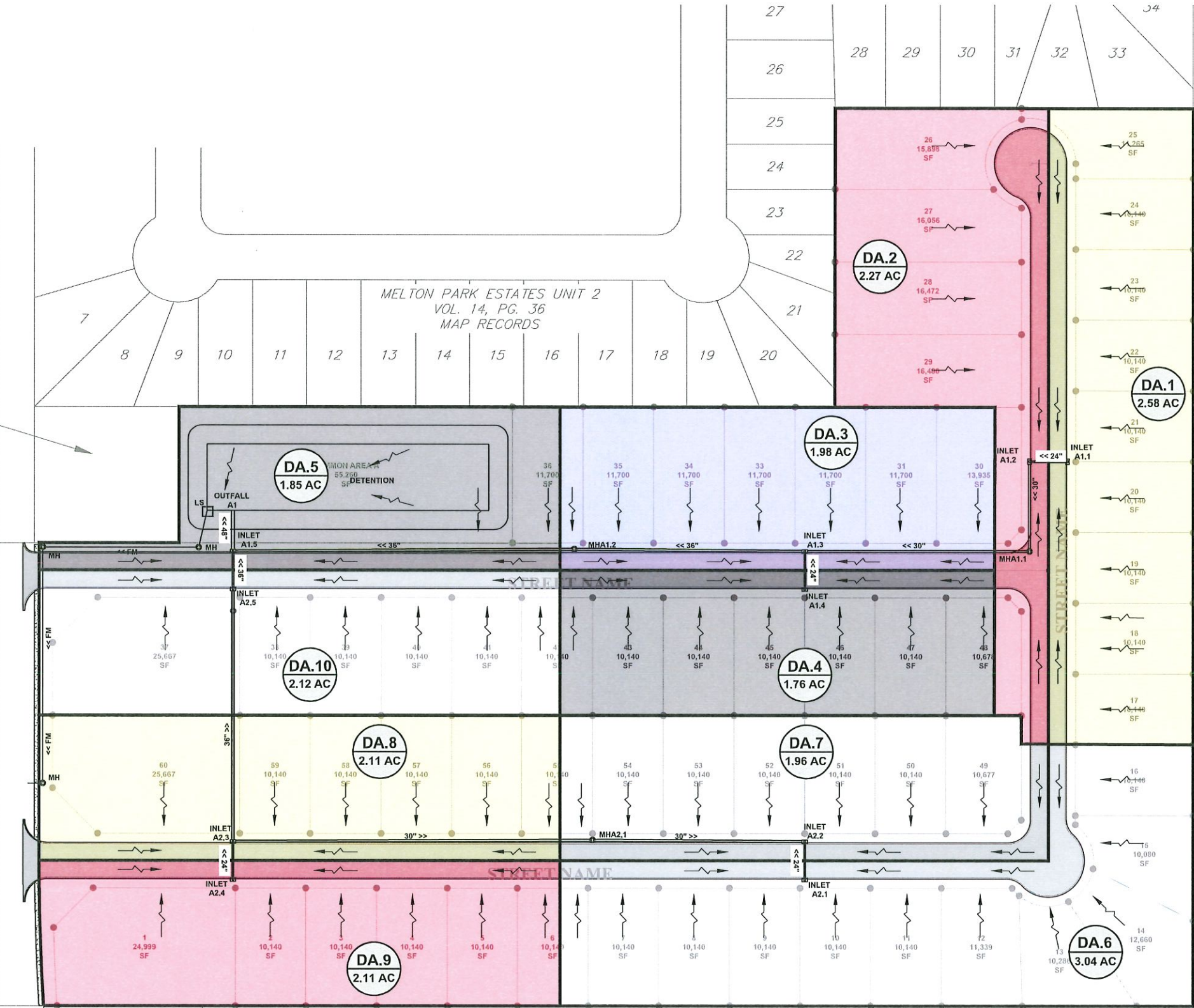
PLOTTED 4/21/2022

ESPINOZA WIFE, ESPINOZA 454425 RECORDS

F.M. 491

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

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



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

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



SUPREME ENGINEERING
TPELS FIRM No. F-21135
SUPREME ENGINEERING, PLLC
410 S. JACKSON RD. #2780
EDINBURG, TX 78539
PH: (956) 272-2246

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.

PROJECT No.	REVISIONS:	DESIGN BY:	DRAWN BY:	CHECKED BY:	APPROVED BY:
E21-012		O.C.	J.G.	O.C.	O.C.
PROJECT TEAM					
DATE					
DESCRIPTION					

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

SUMMER BREEZE SUBDIVISION
DRAINAGE AREA PLAN

C11

General Office

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

E-Mail
hccid9general@hccid9.org



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



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').

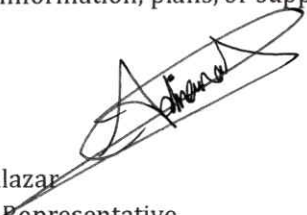
After reviewing the site conditions, we have determined that no utilities, facilities, or infrastructure are located within the additional five-foot (5') area located at the rear portion of the lots. Therefore, we respectfully request consideration for the abandonment and release of this additional five-foot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



RANDALL WINSTON P.E.
General Manager

Debra Pena
Tax Assessor-Collector

P O Box 237 Mercedes, Texas 78570

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

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:

APPROVED AS TO FORM:

Joselynn Castillo
City Secretary

Martie Garcia Vela
City Attorney

DATE: August 4, 2026
FROM: Denisse Hernandez, Planning Director
ITEM: **Discussion and possible action to Consideration and Action to appoint members to the Capital Improvements Advisory Committee**

BACKGROUND INFORMATION: BACKGROUND

As part of the City's process for evaluating, updating, or adopting land use assumptions, capital improvement plans, and impact fees, state law requires the City Commission to appoint a Capital Improvements Advisory Committee (CIAC).

The primary role of the CIAC is to serve in an advisory capacity to advise the City Commission on the need for infrastructure upgrades, review capital improvement plans, and monitor the assessment and implementation of any associated impact fees.

COMMITTEE COMPOSITION REQUIREMENTS

Under the statutory guidelines governing Capital Improvements Advisory Committees, the board's makeup must meet the following strict criteria:

- **Total Members:** The committee must consist of at least five (5) members.
- **Industry Representation:** At least half of the committee (a minimum of 40%, which translates to at least two (2) to three (3) of the five members) must be active representatives of the real estate, development, or building construction industries.
- **ETJ Representation (If Applicable):** If the City intends to apply capital improvement planning or impact fees within its Extraterritorial Jurisdiction (ETJ), at least one committee member must reside in the ETJ.

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):

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. Board Application - Ruben Sosa Jr. (1)_Redacted
2. 3-13-24 JOHNNY RAY GONZALEZ JR (1)_Redacted
3. LAURA DIAZ_Redacted
4. 7-16-26 EDWIN ESPINOZA_Redacted

STAFF RECOMMENDATION: Staff recommends that the City Commission nominate and approve the appointment of five (5) members to the Capital Improvements Advisory Committee, verifying that at least two to three of the appointed members work within the real estate, development, or construction industries.



APPLICATION TO SERVE ON
BOARDS & COMMITTEES

Name: Ruben Sosa Jr. Date: 4-15-20

Home Address: [REDACTED]

() Inside City Limits () Outside City Limits

Cell Phone: [REDACTED] Email: [REDACTED]

Occupation

(Note: If "Retired", what was your predominant occupation?): General Contractor

I AM INTERESTED IN SERVING ON THE FOLLOWING BOARDS, COMMISSIONS,
OR COMMITTEES:

- | | |
|---|---|
| ☒ Planning & Zoning Commission* | ☐ Library Board |
| ☒ Buildings & Standard Commission | ☒ Development Corporation |
| ☒ Industrial Foundation | ☒ Charter Review |
| ☒ Zoning Board of Adjustment | ☒ Parks & Recreation |
| ☒ Keep Mercedes Beautiful | ☒ Historic Preservation Committee |

Please declare reason(s) for desired service:

I believe I got all the experience to help
bring growth ad opportunities to My home town. My
background qualifies me.

[Signature]
Signature

4-15-20
Date

NOTE: Citizens interested in serving on city boards and commissions are encouraged to fill out and return this form to City Hall. It is designed to assist the Mercedes City Commission in making board appointments. (*For Planning & Zoning Commission, applicants must be property owners.) Applications are kept on file for (6) months for consideration.

BOARD / COMMISSION APPLICATION

Name: Johnny Ray Gonzales Jr

Address: [REDACTED]

Telephone No. Business: [REDACTED] Home:

Occupation: Contractor

Interests:
(Check ☒ all of interest)

Housing Authority Board	_____
Planning & Zoning Board *	_____ ☒
Library Board	_____
Buildings & Standards Comm.	_____
Development Corporation	_____
Industrial Foundation	_____
Charter Review	_____
Special Boards/ Commissions	_____
Board of Adjustments	_____
Parks & Recreation	_____
Keep Mercedes Beautiful Comm	_____
Historic Committee	_____

Reason for Interest:

I have lived in Mercedes all my life and have recently
started building houses. I would like to join the planning &
zoning board to see where I can be of assistance and
how I can contribute in beautifying Mercedes. My goal
is to work together to get more ppl to move to Mercedes & see our

beautiful town.

NOTE: Applications are kept on file for (6) months for consideration.


Signature

3-13-24
Date

NOTE: Citizens interested in serving on city boards and commission are encouraged to fill out and return this form to City Hall. It is designed to assist the Mercedes City Commission in making board appointments. *For Planning & Zoning Board, applicants must be property owners.
THANK YOU!



APPLICATION TO SERVE ON
BOARDS & COMMITTEES

Name: Laura A. Diaz Date: June 24, 2026

Home Address: [REDACTED]

() Inside City Limits () Outside City Limits

Cell Phone: [REDACTED] Email: [REDACTED]

Occupation
(Note: If "Retired", what was your predominant occupation?) : N/A

I AM INTERESTED IN SERVING ON THE FOLLOWING BOARDS, COMMISSIONS,
OR COMMITTEES:

- | | |
|---|---|
| ☒ Planning & Zoning Commission* | ☐ Library Board |
| ☒ Buildings & Standard Commission | ☒ Development Corporation |
| ☐ Industrial Foundation | ☐ Charter Review |
| ☒ Zoning Board of Adjustment | ☐ Parks & Recreation |
| ☒ Keep Mercedes Beautiful | ☒ Historic Preservation Committee |

Please declare reason(s) for desired service:

My profession is a Licensed Real Estate Agent since 2009. It would be an honor becoming
a member of a Board or committee member to better learn the in's and out's of how the city of
functions.

Laura A. Diaz

Signature

06-24-26

Date

NOTE: Citizens interested in serving on city boards and commissions are encouraged to fill out and return this form to City Hall. It is designed to assist the Mercedes City Commission in making board appointments. (*For Planning & Zoning Commission, applicants must be property owners.) Applications are kept on file for (6) months for consideration.

Mercedes is.



city of
mercedes
It Starts Here!

**APPLICATION TO SERVE ON
BOARDS & COMMITTEES**

Name: Edwin R. Espinoza Date: 6/24/26

Home Address: [REDACTED]

Cell Phone: () Inside City Limits (X) Outside City Limits Email: [REDACTED]

Occupation

(Note: If "Retired", what was your predominant occupation?): Owner; Espinoza Construction LLC

**I AM INTERESTED IN SERVING ON THE FOLLOWING BOARDS, COMMISSIONS,
OR COMMITTEES:**

- | | |
|--|--|
| ☐ Planning & Zoning Commission* | ☐ Library Board |
| ☐ Buildings & Standard Commission | ☐ Development Corporation |
| ☐ Industrial Foundation | ☐ Charter Review |
| ☐ Zoning Board of Adjustment | ☐ Parks & Recreation |
| ☐ Keep Mercedes Beautiful | ☐ Historic Preservation Committee |

Please declare reason(s) for desired service:

I am open to serving on any of the aforementioned boards that have a vacant position. I feel I can offer a vast skill set to help improve infrastructure, future growth, a robust economy, and stimulation and ease any ongoing project complexities.

[Signature]
Signature

6/24/26
Date

NOTE: Citizens interested in serving on city boards and commissions are encouraged to fill out and return this form to City Hall. It is designed to assist the Mercedes City Commission in making board appointments. (*For Planning & Zoning Commission, applicants must be property owners.) Applications are kept on file for (6) months for consideration.

DATE: August 4, 2026
FROM: Alberto Perez, City Manager
ITEM: **Discussion and possible action to Consideration and Possible Action on Interlocal Agreement between the City of Mercedes and the County of Hidalgo for OSSF**

BACKGROUND INFORMATION: The Authorized Agent for Hidalgo County's On-Site Sewage Facility (OSSF) Program reached out to provide an updated Inter local Agreement that reflect the current administration of their program.

Effective January 2026, the OSSF Division was administratively transferred to the Hidalgo County Planning Department. In addition, updates have been made to the current permit fees. These changes have been incorporated into the attached Inter local Agreement.

OSSF is kindly asking that the City Commission review the agreement and our approval process. Once approved, we will sign, and return the agreement to the OSSF office.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):

\$

Account Number(s):

Finance Review by:

LEGAL REVIEW:

ATTACHMENTS:

1. INTERLOCAL COOPERATION AGREEMENT- CITY OF MERCEDES

STAFF RECOMMENDATION: Recommend Approval of the Agreement

INTERLOCAL COOPERATION AGREEMENT

**BETWEEN THE CITY OF MERCEDES AND
COUNTY OF HIDALGO, TEXAS**

This Agreement is made by and between the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County," and the **CITY OF MERCEDES**, hereinafter referred to as "City" pursuant to the provisions of the Texas Interlocal Cooperation Act, the "Act", as follows:

WITNESSETH:

WHEREAS, the City is a municipality created by the laws of the State of Texas; and

WHEREAS, the County is a local government as defined in Texas Government Code, Section 791.003(4), and a county in the State of Texas; and

WHEREAS, the City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq. (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

WHEREAS, pursuant to Texas Health & Safety Code Section 121.003 the City and County may cooperate with one another in making necessary improvements and providing services to promote the public health in accordance with Chapter 791 of the Texas Government Code; and

WHEREAS, the County is an OSSF "authorized agent" in accordance with the Texas Health & Safety Code Section 366.031, and may administer On-Site Sewage Facilities (OSSF) in compliance with Texas Administrative Code Title 30, Section 285.10; and

WHEREAS, the City is in need of obtaining services for the inspection and permitting of OSSF systems within its jurisdiction and desires to obtain such services from the County; and

WHEREAS, the County has the expertise and equipment to provide certain permitting and inspection services on behalf of the City as further described herein (the "Services"); and

WHEREAS, the City and County recognize the health, safety, and environmental benefits of regulating, inspecting, and permitting OSSF systems and desire to cooperate with each other.

NOW THEREFORE, the City and County, for and in good and valuable consideration of the mutual covenants acknowledged and expressed hereinafter, agree as follows:

1. County shall inspect OSSF systems within the jurisdiction of the City, including but not limited to performing subsoil texture tests and evaluations of OSSF systems.

2. County shall provide all necessary equipment, materials, and personnel to conduct inspections and issue permits at its sole cost and expense.
3. County shall comply with all present or future laws pertaining to the inspection and approval of On-Site Sewage Facility systems in Texas and shall enforce all rules and regulations required by the State of Texas or applicable county and local laws.
4. City agrees that the County shall charge and collect the following fees:
 - Installation Permit: seventy-five dollars (\$75.00)
 - Final Inspection Permit: sixty dollars (\$60.00)
 - TCEQ Wastewater Fee: ten dollars (\$10.00); and
 - Re-Inspection Fee: seventy-five dollars (\$75.00)

Fees may be amended in writing by the parties. However, if the County conducts an inspection and a permit is not issued for any reason, the County shall be entitled to charge the amounts specified above to the home or property owner and may issue a citation to the OSSF system installer for not obtaining a permit.

5. County shall not be responsible for the maintenance, upkeep, or environmental compliance once an inspection and permit is issued and the County shall not be held liable for the same once the services are completed.
6. A permit applicant shall have one (1) year to construct its OSSF system from the date an "Authorization to Construct" is issued by the County (see Exhibit "A" attached hereto). Should construction not be completed and a final inspection conducted by the County within one (1) year from the date of the "Authorization to Construct," then the County shall require a permit applicant to submit a new application and fee as described herein. Upon a successful inspection, the County shall issue a Notice of Approval to the permit applicant within approximately two (2) working days.
7. In accordance with Texas Health & Safety Code Section 366.003, County shall not be liable for damages resulting from the approval of the installation and operation of an OSSF system. County shall not be responsible for any damage to personal or real property for any OSSF systems within the City caused by the County's inspection and permitting process described herein.

8. During the term of this Agreement, the County shall have sole exclusive rights to permit and inspect OSSF systems within the City except that the Texas Commission on Environmental Quality may override the County's authority at any time.
9. **Term.** The term of this Agreement shall commence on the date of execution of this Agreement and shall continue until the date this Agreement is terminated.
10. **Termination.** Either party may terminate this Agreement upon thirty (30) days written notice to the non-terminating party for any reason or no reason at all.
11. **Conflict with applicable Law.** Nothing in this Agreement shall be construed 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 latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
12. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement. This Agreement may be modified or amended only by agreement in writing executed by City and County and not otherwise.
14. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

15. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications 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 previously specified by written notice delivered in accordance herewith.

If to Hidalgo County:

Hidalgo County Planning Department
Attn: Anthony Uresti, Director
2818 S. Business Hwy 281
Edinburg, Texas 78539

Hidalgo County Judge's Office
100 E Cano St 2nd floor
Edinburg, Texas 78539

If to City of Mercedes:

City of _____
Attn: _____
Address: _____

Any other 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.

16. **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.
17. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
18. **Assignment.** This Agreement shall not be assignable.
19. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

20. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever appropriate.

21. 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, or disability.

22. Authority to Execute. The performance of this Agreement by each of the parties has been duly authorized by all necessary laws, resolutions, ordinances or governmental body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

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

24. Appendix II to CFR 200 – Contract Provisions. Pursuant to 2 CFR 200.236, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200 – Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract, should it be subject to a Federal award.

25. Indemnification. City shall indemnify and hold harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement. Upon written notice from the County, the City will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.

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 ninety (90) days written notice to the other party, each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of the 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.

27. Severability. Should any phrase, clause, sentence, or section of this Agreement be judicially declared to be invalid, unenforceable, or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of the Agreement will be deemed to have been stricken from this Agreement, and the remainder of this Agreement will have the same force and effect if such part or parts had never been included herein.

WITNESS THE HANDS OF THE PARTIES effective as of the _____ day of _____ 2026.

CITY OF _____

, Mayor

ATTEST:

City Secretary

Hidalgo County Judge

ATTEST:

Hidalgo County Clerk

Management Items

DATE: August 4, 2026
FROM: Armando Villela, Parks Director
ITEM: **Discussion and possible action to Discussion and Possible Action on the request to host Siggno Fest at the Dome Park**

BACKGROUND INFORMATION: Proposal for the City of Mercedes to partner as an official sponsor for the **1st Annual Siggno Fest**, featuring Grammy-nominated Tejano/Norteño band **Grupo Siggno**, taking place on **Saturday, November 14, 2026**, at the **Mercedes Dome**.

To ensure a safe, organized, and successful event for residents and visiting music fans across South Texas, the City's sponsorship will focus on providing comprehensive municipal emergency management, public safety, traffic operations, crowd control, and facilities.

BOARD REVIEW/CITIZEN FEEDBACK:**ALTERNATIVES/OPTIONS:****FISCAL IMPACT: (Total Costs)****Proposed Expenditure/(Revenue):****Account Number(s):**

\$

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

None

STAFF RECOMMENDATION:

DATE: August 4, 2026
FROM: Alberto Perez, City Manager
ITEM: **Discussion and possible action to Discussion and Possible Action on list of Contracts to renew or to solicit bids:**

BACKGROUND INFORMATION: Review of the list of contracts is required annually. Staff has reached out to the contractors listed below for an updated agreement.
Border Affairs (City Commission will need to vote on the term end date for the new agreement)
Perdue, Brandon, Fielder Collins and Mott, LLP (expires 9/30/2026)
Langley and Banack (expires 9/30/26) Contract is for 5 years

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

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

Finance Review by:

LEGAL REVIEW:

ATTACHMENTS:

None

STAFF RECOMMENDATION: City Commission vote if they will be approving the new agreement or soliciting bids (RFP/RFQ)

PROFESSIONAL SERVICES AGREEMENT

The City of Mercedes
And
Border Affairs, LLC

Providing Grant Development, Grant Writing, and Grant Management Services

CONSULTING AGREEMENT

This Consulting Agreement is made this ____ day of _____, 2026, between The City of Mercedes, (hereinafter “City”) a Home Rule City, whose address is 400 South Ohio Street, Mercedes, Texas 78570 and Border Affairs, LLC, (hereinafter “Consultant”), a Texas Limited Liability Corporation, whose address is, 318 E. 18th Street, Unit #17 Weslaco Texas 78596. City desires to retain Consultant as an independent contractor to perform consulting services for City, and Consultant is willing to perform such services, on the terms described below. **The consultant shall carry our grant administration services, as procured in conformance with Texas Government Code Chapter 2254, Subchapter A, “Professional Services”.** In consideration of the mutual promises contained herein, City and Consultant (collectively, the **Parties**) agree as follows:

- 1. Consulting Agreement.** During the term of this agreement, Consultant agrees to render grant administration services to the City of Mercedes. Consultant shall use commercially reasonable efforts to perform all services required and performed hereunder shall be completed no later than the grant’s administrative closure date, as defined by the grant. Consultant agrees to focus on obtaining external funding (State/Federal/Private sources) and providing administrative activities including Grant Program Design, Full Narrative Development, Proposal Draft, Proposal Submission, Budget Development, Financial Management, Basic Acquisition, General Administration, Construction Phase Management, Reporting, and Audit Management including:
 - a. Grant Project Development
 - b. Grant Project Management
 - c. Grant/Funding Administration
 - d. Federal Funding Research and Development
 - e. State Funding Research and Development
 - f. Local Government Funding Research and Development
 - g. Private Foundations
 - h. Intergovernmental Relationships and Partnerships

It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined in this Agreement shall be furnished to the Consultant by the City. No charge will be made to Consultant for such information and the City will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement. The Consultant agrees to a yearly professional services evaluation by the City.

- A. Grant management shall include a written monthly grant status report that includes:
 - I. Active grants
 - II. Submitted grants
 - III. Upcoming deadlines

- IV. Funding opportunities researched
- V. Projects requiring City action
- VI. Applications not pursued and justification
- VII. Grant awards
- VIII. Grant denials
- IX. Closeout status

B. Consultant shall maintain a live grant tracking spreadsheet including:

- a. Project name
- b. Funding agency
- c. Maximum award
- d. Match requirement
- e. Due date
- f. Current status
- g. Responsible staff (city and consultant contacts)

C. Consultant agrees to provide written notification of grant progress:

- 1. 60 days before deadline (budget verification, ordinances/resolutions attached, engineer documents complete)
- 2. 30 days before deadline (narrative review, attachments complete, match confirmed)
- 3. 14 days before deadline (signatures secured)
- 4. 7 days before deadline (last review and submission ready)

Notification shall include: Remaining requirements, Missing documentation, Risks, City action required

D. Consultant agrees to provide immediate written notification if:

- (i) A deadline may be missed
- (ii) Required information is unavailable
- (iii) Portal problems occur
- (iv) The grant becomes infeasible
- (v) The agency changes requirements

E. Consultant agrees that Portal Verification shall include:

Portal access information once confirmed, user credentials verified, required attachments uploaded, electronic signatures obtained, and submission tested before deadline.

F. Consultant agrees to host quarterly meetings between the City Manager and City Director(s)

2. Compensation.

- (a) **Consulting Fee.** As compensation to Consultant for such Services, City shall pay Consultant a consulting fee of \$7,000 for each consecutive 30-day period during the term of this Agreement. This monthly retainer covers all expenses of Consultant except

such items as City specifically agrees to furnish under this Agreement. The periodic payments specified herein shall be paid to Consultant on or before the 15th day of each such 30-day period. Consultant shall submit progress invoices quarterly with a detailed report to City and as deemed necessary by the City reflecting pending applications, work completed, and status.

- (b) **Approval for Services.** No other charges in excess of the Consulting fee shall be levied for any services performed unless prior written approval has been issued by City. The parties expressly agree that the maximum amount payable for Grant submission services is \$7,000, and any other fees shall be approved in advance in writing by action of the City Commission on a case-by-case basis. In the event a Grant requires administrative surveillance and/or detailed management prior to the allocation, upon prior written approval by the City Commission, Consultant shall manage such ancillary duty(ies) and will be paid with a dedicated amount and fee schedule for such performance.
- (c) **Expenses.** Consultant is responsible for their own expenses, unless pre-approved in writing by City. City agrees to reimburse Consultant, upon receipt of suitable documentation, for reasonable and necessary travel and other expenses that Consultant may incur at the specific request of City that have been approved in advance in writing by City in connection with performing the Services pursuant to this Agreement. Fees for any professional service required to carry out project-related activities that must be furnished by a third-party professional including but not limited to accountant, appraiser, archaeologist, architect, attorney, auditor, biologist, or other natural scientist, engineer, historic preservationist, or surveyor, shall be in addition to the base fee payable to Consultant and may not be reimbursable by grant funding unless authorized by City approval in writing.
- (d) **Benefits.** Consultant is an independent contractor and not an employee of the City, and as such will not be entitled to benefits provided to current City employees, including but not limited to health insurance and pension benefits. To the extent that Consultant may inadvertently become eligible for any benefit programs maintained by City, Consultant shall be deemed to have waived any right to participate in such programs. Consultant's exclusion from benefit programs maintained by City, and corresponding waiver, represent a material component of the terms of compensation negotiated by the Parties, and are not premised on any representation or assumption as to Consultant's status as an independent contractor with respect to City.

3. **Length of Agreement.** This Agreement shall be in effect for the period commencing on July ____, 2026 and ending _____ after such commencement date subject to earlier termination as described in Paragraph 4 below.

4. **Termination of Agreement.**

- (a) **Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Parties.

- (b) **Death or Disability.** The Agreement will terminate immediately upon the death or disability of the Consultant. Disability for purposes of this Agreement shall mean disability or incapacitation of Consultant for a period of two months or longer that renders Consultant unable to perform Consultant's duties under this Agreement.
- (c) **Termination for Cause.** City may terminate this Agreement and Consultant's services at any time if Consultant engages in misconduct or any fraudulent or dishonest act against City or in connection with providing services to City; Consultant violates any applicable law or regulation relating to dishonesty or respecting City's business, or that disqualifies Consultant from being affiliated with City; Consultant habitually neglects [his/her] duties or provides substandard service; or Consultant otherwise violates any of the terms of this Agreement. Consultant hereby terminates this agreement without notice if its standing with the Texas Secretary of State becomes insolvent, suspended, or invalid.

If Consultant's services are terminated for misconduct, fraudulent or dishonest acts, or violation of laws or regulations, any fees that have not been paid will be forfeited and not paid to Consultant. If any of the other events identified in this paragraph occur, payments will end on the date Consultant's services are terminated.

5. Confidential Information.

- (a) **Definition of Confidential Information.** Confidential Information as used in this Agreement shall mean any and all non-public proprietary information of City, whether in writing or not, including but not limited to, all data, compilations, summaries, programs, devices, strategies, or methods concerning or related to:
 - (i) City's marketing and business plans, future plans, concepts, competitive strategies, pricing, margins, designs, models, apparatus
 - (ii) the terms and conditions of purchases, sales and offers regarding potential or actual projects contemplated or evaluated hereunder
 - (iii) any other information and knowledge with respect to all projects or plans of City in any stage of development or evaluation by City that is deemed confidential
 - (iv) any communication between City and its officers, directors, consultants and attorneys –and–
 - (v) any other matter or thing, whether or not recorded on any medium by City, from which City may derive actual or potential economic value by virtue of it not being generally known to other persons or entities who might obtain any value from its disclosure or use or that gives City an opportunity to obtain an advantage over its competitors who do not know of or use the same

Confidential Information does not include information that: (1) is or becomes part of the public domain other than as a result of disclosure by Consultant; (2) becomes available to Consultant on a non-confidential basis from a source other than City, provided that source is not bound with respect to that information by a confidentiality agreement with City or otherwise prohibited from transmitting that information by a contractual, legal or other obligation.

- (b) **Confidentiality.** The Parties acknowledge and agree that in the course of the provision of the Services, Consultant shall have access to and become acquainted with Confidential Information. Consultant agrees that, during the period of this Agreement with City and at any time thereafter, except as required by City, Consultant will not use, publish, disclose, appropriate or communicate, directly or indirectly, any Confidential Information except as needed to complete the services hereunder. Consultant acknowledges and agrees that all Confidential Information is valuable proprietary information of City, and that it is solely due to Consultant's services under this Agreement that Consultant has or will come into contact with the Confidential Information.

This Agreement (including but not limited to the foregoing provisions of Paragraph 5 is not intended to have, and shall not be construed as having, the effect of preventing Consultant at any time from being employed by, performing services for or engaging in any other business activity with any other business entity (whether or not a competitor of City) in any executive, administrative or other capacity and/or using in such employment, services or business activity Consultant's professional, executive, administrative and managerial skills, abilities, know how, training and experience, without regard to when or in whose employment all or part of same may have been acquired; provided that in so doing, Consultant is prohibited from disclosing or using Confidential Information in violation of the foregoing provisions of Paragraph 5. If during the term of this Agreement Consultant commences such employment, services or business activity, City may nevertheless exercise its right pursuant to Paragraph 4 to terminate this Agreement even though no improper disclosure or use of Information has occurred or is suspected or threatened, subject to City's obligations under the terms of this Agreement. If Consultant enters into an agreement to commence such employment, services or business activity for another city that is a competitor of City, Consultant will provide notice to City at least five business days in advance of commencement of such employment, service or business activity and public announcement of same.

6. **Return of City Documents and Property.** Upon the expiration of the Term of the agreement provided in Paragraph 3 (or sooner if requested/demanded by City in writing pursuant to Paragraph 4), Consultant shall return all records, documents, proposals, notes, lists, files and any and all other materials including, without limitations, computerized and/or electronic information, that refers, relates or otherwise pertains to City, respective officers, directors, agents, employees, and successors or assigns, and any and all business dealings of City, to City by personally delivering the City Documents to City's offices to the City Manager or City Secretary at City Hall in Mercedes, Texas. In addition, upon the expiration of the Term of the agreement provided in Paragraph 3 (or sooner if requested/demanded by City in writing pursuant to Paragraph 4), Consultant shall return to City all property and equipment issued during the course of this relationship or that Consultant otherwise then-possesses, including, but not limited to any City property. At the end of the Term, Consultant shall not retain any copies or duplicates of any of the City Documents, nor shall Consultant retain any City Property.

7. **Conflicts of Interest.** Although Consultant may become an employee of, or provide consulting services to, other companies, Consultant agrees not to engage in any activity that could conflict or interfere with the performance of his duties under this Agreement, or that could result in a conflict of interest.
8. **Independent Contractor.** It is understood and agreed that Consultant shall perform the Services as an independent contractor, and nothing herein shall be construed to be inconsistent with such relationship or status. This Agreement does not establish an employment, partnership, joint venture or agency relationship between Consultant and City. Consultant is retained by City only for the purposes and to the extent set forth in this Agreement for the performance of the Services. Consultant is not required to provide services exclusively to the City and Consultant is free to undertake other engagements with other business entities in accordance with Paragraphs 5(b) and 7 above. Consultant shall be solely responsible for the performance of the Services, and, subject to the terms of this Agreement, shall have sole discretion and control to determine the method, details and means of performing the Services, subject to the specifications and limitations of City. City shall have no right to, and shall not, control the manner or determine the method of accomplishing the Services, but City retains the right to control the overall objectives regarding the duties and/or work to be performed by Consultant pursuant hereto.
- (a) Consultant hereby represents and warrants that Consultant is solely and exclusively responsible for paying all federal, state and/or local taxes and withholdings with respect to any fees Consultant receives as a result of the performance of the Services. In addition, Consultant represents and warrants that he will comply with any other applicable statutory or contractual obligations, including but not limited to, workers' compensation insurance, health insurance, and unemployment insurance as part of Consultant's status as an independent business. Consultant on behalf of his officers, directors, employees and agents represent[s] and warrant[s] that he is not eligible, and will have no claim against City, for employee benefits, including but not limited to vacation or holiday pay, sick leave, health insurance, retirement benefits, unemployment insurance benefits, separation payments or other employee benefits of any kind. If any government agency or court determines that Consultant should be reclassified as an employee, Consultant hereby waives any right to City Benefits and acknowledges and understands that such reclassification shall not entitle Consultant to any Benefits offered to City's employees.
 - (b) Consultant shall not have authority to, nor shall Consultant represent himself as having such authority to, bind or incur any liabilities on behalf of City nor shall Consultant hold himself out as an employee of City or hold himself out as an agent of City in any other manner, or for any other purpose, than is specifically prescribed in this Agreement.
 - (c) Consultant shall perform the Services at any place or location and at such times as Consultant shall determine, subject to the deadlines specified by City. Consultant shall provide Consultant's own equipment to perform the Services and acknowledges that he has the required equipment, skills, facilities and tools for the performance of the Services.

- 9. Insurance.** Consultant agrees that from the time of commencement of services until termination of services hereunder, Consultant shall provide for itself and any subconsultants insurance for protection from claims under workers' compensation, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders, as well as insurance covering Professional Errors and Omissions.. Certificates indicating that all insurance is in effect will be provided by the Consultant. The following minimum insurance limits shall be provided:

A. Workers' Compensation	Statutory Limits
B. General Liability	\$500,000 Combined Single Limits
Bodily Injury & Property Damage	\$1,000,000 Aggregate
C. Automotive Liability	\$500,000 each person
Bodily Injury	\$500,000 each accident
Property Damage	\$500,00
D. Professional Errors and Omissions	\$1,000,000

City named as additional insured except for (a) and (d).

Certificates evidencing such insurance coverage shall be delivered to the City prior to the commencement of any work under this agreement. Such certificates shall contain a provision that coverage under such policies will be cancelled until at least 30 days prior written notice has been given to the city.

- 10. Indemnity.** Consultant agrees that Consultant will be totally responsible for and indemnify City completely for any and all personal injury to third parties and tangible property, personal or realty, of third parties caused by Consultant's negligence or willful misconduct in performing the Services.

Consultant also agrees to indemnify, protect and hold City harmless from any and all tax liabilities and responsibilities for payment of all federal, state and local taxes, including, but not limited to all payroll taxes, self-employment taxes, workers' compensation premiums, and any contributions imposed or required under federal, state and local laws, with respect to Consultant. Consultant's obligations hereunder shall include City's cost of defense (i.e., legal fees and costs), as well as the payment of any final judgment rendered against City.

- 11. Compliance.** Consultant shall at all times comply with any and all laws, ordinances, statutes, executive orders and regulations, federal, state, county and municipal, insofar as applicable to Consultant's performance or services under this Agreement. Consultant agrees to comply with Title 2 of the Code of Federal Regulations (2 CFR), Tex. R. Prof. Conduct 1.04, Tex. Gov't Code §2254.106, Tex. Local Gov't Code § 252.021, all reasonable and ethical fee schedules for the time and labor required, and all applicable laws. Consultant shall perform

services in accordance with accepted grant management practices and shall exercise reasonable diligence to maximize the City's opportunity to pursue available funding.

- 12. Records and Audits.** During the term of this Agreement, the Consultant shall assist the Client in maintaining fiscal records and supporting documentation for all expenditures of funds made under the Contract. Consultant shall retain data, applications, records, notes, or any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
- 13. Assignments and Subcontractors.** This Agreement, and all duties and obligations herein, are personal in nature, and neither Consultant nor City shall assign or subcontract all or any part of this Agreement without the prior written consent of the other party. City shall have the right to assign this Agreement to its administration, directors, assign, or agent in the event of a change in its operations relating to this Agreement.
- 14. Parties Bound.** Subject to the provisions of Paragraph 13, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 15. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the services to be performed by Consultant under this Agreement. The City may request the Consultant to perform extra services not covered by this agreement and the Consultant shall be compensated for such extra services when the services are reduced to writing mutually agreed to and signed by the parties after approval of city council. The City shall not be responsible or liable for payment of any extra services except upon such written agreement.
- 16. Modifications.** None of the provisions of this Agreement may be waived, changed or altered except by an instrument in writing signed by both Parties.
- 17. Headings.** Headings used throughout this Agreement are for administrative convenience only and shall be disregarded for the purpose of construing and enforcing this Agreement.
- 18. Waiver of Breach or Violation Not Deemed Continuing.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach or violation.

19. Remedies, Alternative Dispute Resolution, and Program Non-Compliance.

The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or applicable program requirements, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith

shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual in Hidalgo County, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit in Hidalgo County, Texas.

20. Governing Law. This Agreement and all matters relating to the meaning, validity or enforceability thereof and the performance of services hereunder shall be governed by the laws of the State of Texas. Venue and Jurisdiction is agreed to by the parties in Hidalgo County, Texas.

21. Notices. Any notice required or permitted to be given by one party to the other pursuant to this Agreement shall be in writing and shall be given either by telegram, telex, facsimile or certified letter (postage prepaid) addressed to the party intended as the recipient as follows:

If to City: 400 South Ohio Street, Mercedes, Texas 78570

Attn: Joselynn Castillo

City Secretary, City of Mercedes

If to Consultant: 877 Quail Hollow Road, Weslaco, Texas 78570

Attn: Humberto Garza

Consultant, Border Affairs, LLC

22. Construction. This Agreement shall be construed and interpreted fairly in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the party drafting this Agreement in construing or interpreting the provisions hereof. Each party further acknowledges and agrees that they have had the opportunity to consult with, or have consulted with, attorneys of their own choice regarding each term and condition of this Agreement, that they both understand the meaning and effect of each provision contained in this Agreement, and that they have voluntarily and knowingly entered into this Agreement.

Further, City and Consultant expressly represent and warrant that in executing this Agreement it has not relied upon any representation or statement not set forth herein made by City's or Consultant's agents, representatives, or attorneys regarding the subject matter, basis, or effect of this Agreement or otherwise.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

City of Mercedes

By: _____

Date: July ____, 2026

By: _____
Humberto Garza

Date: July ____, 2026

CONTRACT FOR COURT FINES AND FEES COLLECTION SERVICES

STATE OF TEXAS

§

§

COUNTY OF HIDALGO

§

SECTION I. PARTIES TO THE CONTRACT

THIS CONTRACT, hereinafter called “Contract”, is made and entered into by and between the City of Mercedes, Texas, acting herein by and through its governing body, hereinafter called “the City” and **Perdue, Brandon, Fielder, Collins & Mott, L.L.P.**, hereinafter called “Perdue”.

THIS CONTRACT supersedes all prior oral and written agreements between the parties, and can only be amended if done so in writing and signed by all parties. Furthermore, this Contract cannot be transferred or assigned by either party without the written consent of all parties.

The City agrees to employ and does hereby employ Perdue to enforce the collection of delinquent court fines, fees, and court costs pursuant to the terms and conditions described in this Contract.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, the adequacy of which is hereby acknowledged, the City and Perdue agree as follows:

SECTION II. CITY’S COLLECTION OBLIGATIONS

A. The City agrees to refer all delinquent accounts, as defined below, to Perdue for collection on or about the first (1st) or the fifteenth (15th) of each month. The City shall refer all delinquent accounts by electronic or magnetic medium, if available, or in any

other way that is most favorable to the City. All delinquent accounts should be in a specified format that will allow Perdue to process the account data.

B. An account is considered delinquent when not paid within sixty (60) days of the scheduled appearance date (if the defendant failed to appear), or from any granted extension, or from the date of conviction or judgment, or other court specified due date.

C. The City will provide Perdue with copies of, or access to, the information and documentation necessary to collect the fines, fees, and court costs that are subject to this Contract.

SECTION III. PERDUE'S COLLECTION OBLIGATIONS

A. Perdue agrees to refer all payments and correspondence directly to the court that has assessed or levied the fines, fees, and court costs being collected pursuant to this Contract. Perdue reserves the right to return any accounts not collected within one (1) year of referral by the City. Neither party will have any obligation to the other with regard to returned accounts.

B. Perdue agrees to use its best efforts to collect the delinquent accounts received from the City and to comply with all provisions of state and federal law and regulations promulgated pursuant thereto in the rendition of collection services contemplated by this Contract.

C. If requested by the City, Perdue agrees to provide legal advice to the City on its delinquent accounts.

SECTION IV. COLLECTION FEE

The City agrees to pay Perdue as follows:

(1) No charge for the collected fines, fees, and court costs referred to Perdue by the City imposed on all unadjudicated offenses committed on or before June 18, 2003.

(2) Thirty percent (30%) of the collected fines, fees, and court costs referred to Perdue imposed on all adjudicated offenses committed on or before June 18, 2003; and

(3) Thirty percent (30%) of the collected fines, fees, and court costs referred to Perdue imposed on all offenses occurring after June 18, 2003.

The thirty percent (30%) collection fee shall be added to the amount owed by a defendant that is more than 60 days past due pursuant to Article 103.001, Texas Code of Criminal Procedure.

SECTION V. EXCEPTIONS TO THE COLLECTION FEE

Pursuant to Article 103.0031(b), Texas Code of Criminal Procedure, Perdue cannot collect from a defendant the percentages referred to in Section IV. COLLECTION FEE if the defendant has been determined by the court of original jurisdiction to be indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or costs. The collection fee does not apply to a case that has been dismissed by a court of competent jurisdiction or to any amount that has been satisfied through time-served credit or community service.

The collection fee shall, however, be applied to any balance remaining after a partial credit for time served or community service if the balance is more than 60 days past due.

SECTION VI. METHOD OF PAYMENT

Absent an agreement otherwise, the City shall calculate and receive the amount of any collection fee due to Perdue. Said fee shall be paid to Perdue by check on a monthly basis. All compensation shall become the property of Perdue at the time of payment.

SECTION VII. COMMENCEMENT AND TERMINATION OF CONTRACT

The initial term of this Contract shall be for a 3-year term and shall commence on **October 1, 2026**, and continue in force and effect until **September 30, 2029**. Unless prior to sixty (60) days before the Expiration Date, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional one (1) year period without the necessity of any further action by either party. Upon termination, Perdue shall have an additional ninety (90) days to complete work on all delinquent accounts referred from the City prior to the notice of termination and will be entitled to compensation on such accounts if collected.

SECTION VIII. NOTICES

For purposes of sending notice under the terms of this Contract, all notices from the City shall be sent to Perdue by certified United States mail, or delivered by hand or courier, and addressed as follows:

Perdue, Brandon, Fielder, Collins & Mott, LLP
Attn: Hiram A. Gutierrez
BY U.S. MAIL OR BY COURIER DELIVERY:
PO Box 2916
McAllen, TX 78502
956-661-2305

Attn: Jason Bailey
BY U.S. MAIL OR BY COURIER DELIVERY:
1235 North Loop West, Suite 600
Houston, TX 77008
713-862-1860

All notices from Perdue shall be sent to the City by certified United States mail, or delivered by hand or courier, and addressed as follows:

City of Mercedes
Attn: City Manager
BY U.S. MAIL OR BY COURIER DELIVERY:
400 South Ohio
Mercedes, TX 78570
956-565-3114

SECTION IX. VENUE AND CONTROLLING LAW

This Contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this Contract shall be in the appropriate courts in Hidalgo County, Texas.

SECTION X. ACCEPTANCE OF EMPLOYMENT

In consideration of the terms and compensation herein stated, Perdue hereby accepts said employment and undertakes performance of said Contract as set forth above.

SECTION XI. SEVERABILITY

Every provision of this Contract is intended to be severable. If any term or provision hereof is hereafter deemed by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

SECTION XII. OTHER PROVISIONS

Pursuant to Chapters 2252, 2271, and 2274 of the Texas Government Code, the Firm verifies that it does not and will not for the term of this contract boycott Israel or energy companies; that it does not have a policy which discriminates against a firearm

entity or firearm trade association nor will it create such a policy for the term of this contract; and that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. If you have a complaint against or dispute with this firm involving professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint.

This Contract is executed on behalf of the City by the presiding officer of its governing body who is authorized to execute this instrument by Ordinance heretofore passed and recorded in its minutes. This Contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles or electronically signed Contracts executed on behalf of the City by the presiding officer of its governing body authorized to execute this instrument shall be binding and enforceable.

WITNESS the signature of all parties hereto this _____ day of _____, 2026.

City of Mercedes, Texas

By: _____
Oscar D. Montoya Sr., Mayor

PERDUE BRANDON FIELDER COLLINS & MOTT, L.L.P.

By: _____
Hiram A. Gutierrez, Partner

CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS

§

§

COUNTY OF HIDALGO

§

THIS CONTRACT is made between the **CITY OF MERCEDES**, a political subdivision of the State of Texas, acting by and through its CITY COUNCIL, hereinafter called Taxing Authority, and PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P., Attorneys at Law, Edinburg, Texas, or their duly authorized representatives, hereinafter called the Firm.

I.

Taxing Authority agrees to employ and does hereby employ the Firm to enforce by suit or otherwise, the collection of all delinquent taxes, penalty and interest, owing to the Taxing Authority which the Taxing Authority's Tax Collector refers to the Firm, provided current years taxes becoming delinquent within the period of this Contract shall become subject to its terms upon the following conditions:

- A. Taxes that become delinquent during the term of this Contract that are not delinquent for any prior year become subject to the terms of this Contract on the 1st day of July, of the year in which they become delinquent; and
- B. Taxes that become delinquent during the term of this Contract on property that is delinquent for prior years shall become subject to its term on the first day of delinquency when such property under litigation or comes under litigation or is referred to the Firm for collection by the Taxing Authority's Tax Collector.

- C. Taxing Authority reserves the right to make the final decision as to whether or not to enforce by suit any delinquent tax account turned over to the Firm for collection.
- D. In the event that the Taxing Authority has adopted or adopts a resolution under §33.11 of the Texas Property Tax Code, then all delinquent personal property taxes shall become subject to this Contract and are to be turned over to the FIRM for collection 60 days after the delinquency date for said taxes. A 15% penalty shall be assessed to defray the cost of collecting those taxes as provided by §33.11, Texas Property Tax Code. All collection penalties or attorney fees collected on those taxes are the property of the Firm and shall be paid in the same manner as all other collection penalties or attorney fees under this Contract.

II.

The Firm is to call to the attention of the collector or officials any errors, double assessments or other discrepancies coming under their observance during the progress of the work and is to intervene on behalf of the Taxing Authority in all suits for taxes hereafter filed by any taxing unit on property located within its taxing jurisdiction.

III.

The Firm agrees to make collection progress reports to the Taxing Authority on request, and provide any other information related to delinquent tax accounts as requested.

IV.

Taxing Authority agrees to pay the Firm as compensation for services rendered hereunder fifteen (15%) percent of the total amount of all delinquent taxes, penalty and interest which are subject to this Contract and which are actually collected and paid to the Taxing Authority's

Collector of Taxes. Other taxes, including current taxes, which are turned over to the Firm by the Taxing Authority's Tax Assessor-Collector because of the necessity of filing claims in Bankruptcy, with other Federal authorities, or for other reasons, shall become subject to the terms of this Contract at the time they are turned over to the Firm and the Firm shall be entitled to fifteen (15%) percent of any amounts of delinquent taxes, penalties, and interest actually received by the Taxing Authority, and fifteen (15%) percent of current taxes actually received by the Taxing Authority when such percentage is actually recovered from the taxpayer, if collected prior to July 1st of any tax year.

V.

Taxing Authority agrees to furnish to the Firm all data and information in its possession as to the name and address of the taxpayer, the legal description of the property, years the property is delinquent and the amount of taxes due. Taxing Authority further agrees to update said information by furnishing a list of paid accounts and adjustments to the Tax Roll as necessary. Section 33.48(a) (4) of the Texas Property Tax Code provides: "In addition to other costs authorized by law, a taxing unit is entitled to recover...reasonable expenses that are incurred by the taxing unit in determining the name, identity and location of necessary parties and in procuring necessary legal descriptions of the property on which a delinquent tax is due:..." The Firm agrees to advance on behalf of Taxing Authority such costs and expenses. In consideration of the advancement of such costs and expenses by the Firm, Taxing Authority assigns its right to recover the same to the extent approved by the Court and/or customarily and usually approved by the Court. The Firm expressly waives any claim against Taxing Authority for uncollected costs or expenses.

VI.

This Contract shall commence on **October 1, 2026**, and continue in force and effect until **September 30, 2029**, at which time this Contract will continue on an annual basis thereafter; provided, however, that either party to this Agreement shall have the right to terminate this Agreement by giving the other party sixty (60) days written notice of their desire and intention to terminate this Agreement.

Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to litigate any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six (6) months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article IV for any base tax, penalties and interest collected in the pending matters during the six-month period.

VII.

For purposes of sending notice under the terms of this Agreement, all notices from the Taxing Authority shall be sent to the Firm by certified United States mail, or delivered by hand or courier, and addressed as follows:

Perdue, Brandon, Fielder, Collins & Mott, LLP
Attn: Hiram A. Gutierrez
BY U.S. MAIL OR BY COURIER DELIVERY:
PO Box 2916
McAllen, TX 78502
956-661-2305

Attn: Jason Bailey
BY U.S. MAIL OR BY COURIER DELIVERY:
1235 North Loop West, Suite 600
Houston, TX 77008
713-862-1860

All notices from the Firm shall be sent to the Taxing Authority by certified United States mail, or delivered by hand or courier, and addressed as follows:

City of Mercedes
Attn: City Manager
BY U.S. MAIL OR BY COURIER DELIVERY:
400 South Ohio
Mercedes, TX 78570
956-565-3114

VIII.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

IX.

Pursuant to Chapters 2252, 2271, and 2274 of the Texas Government Code, the Firm verifies that it does not and will not for the term of this contract boycott Israel or energy companies; that it does not have a policy which discriminates against a firearm entity or firearm trade association nor will it create such a policy for the term of this contract; and that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. If you have a complaint against or dispute with this firm involving professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint.

X.

In consideration of the terms and compensation here stated, the Firm hereby accepts said employment and undertakes the performance of this Contract as above written.

This Contract is executed on behalf of the Taxing Authority by the presiding officer of its governing body who is authorized to execute this instrument by Order heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in duplicate originals this the _____ day of _____, 2026, Hidalgo County, Texas.

**PERDUE, BRANDON, FIELDER
COLLINS & MOTT, L.L.P.**

CITY OF MERCEDES

BY: _____
HIRAM A. GUTIERREZ,
PARTNER

BY: _____
OSCAR D. MONTOYA SR.,
MAYOR



ENGAGEMENT AGREEMENT
Contract for Legal Services

July 29, 2026

Alberto Perez
City Manager
City of Mercedes
400 South Ohio Avenue
Mercedes, TX 78570-3120

Re: **Engagement of Legal Services**

Dear Alberto,

Thank you for selecting Langley & Banack, Incorporated (the “*Firm*,” “*we*,” “*our*” or “*us*”) to represent the City of Mercedes, Texas (the “*City*,” “*Client*,” “*you*” or “*your*”) in connection with annexation, zoning, land use, utilities, litigation and other municipal matters involving the City (the “*Engagement*”).

Legal Matter and Scope of Services

This Engagement Agreement (the “*Agreement*”) sets out the terms of your employment of the Firm as attorneys to represent you with respect to the Engagement. We are licensed to practice law, we do not provide business, accounting or personal advice, and we do not provide tax or regulatory advice unless specifically a part of this Engagement as set forth above. We will also not be providing legal advice relating to intellectual property or regulatory matters. Because of the nature of legal representation in general, we cannot and do not make any promises or guarantees to you concerning the outcome of the Engagement. This letter will briefly summarize our Engagement.

Fees, Expenses and Payments

Ruben R. Barrera will be the lead attorney with respect to the Engagement and his current hourly rate is \$395.00. Additional lawyers and paralegals of the Firm may, from time to time, also provide services in this Engagement. Other attorneys and staff may assist on the Engagement and their hourly rates will be reflected on our billing invoices. Hourly rates are periodically adjusted to reflect increases in our overhead, inflation, and general economic circumstances, and any adjustments will apply to services provided to you after the adjustment becomes effective.

In addition to our fees, you will be invoiced for expenses incurred by the Firm on your behalf. These expenses may include, but are not limited to: out of pocket expenses, travel expenses, deposition transcripts, transcripts of court proceedings, court filing fees, court costs, third-party document request fees, printing charges and other document reproduction charges, project-related expenses, long distance telephone charges, facsimile charges, digital imaging expenses, messenger services, overnight delivery services, conference call charges, electronic discovery, electronic document management, litigation support services, electronic legal research, postage charges, courier charges, mediation costs, expert witness fees, and title company fees. The Firm reserves the right to require you to pay any charges or expenses (such as filing fees) directly to the service provider.

Unless otherwise agreed, in writing, you will generally be invoiced on a monthly basis for legal services rendered and expenses/disbursements made on your behalf during the prior month. Invoices are due upon receipt. Payment by major credit card is acceptable and payments may be made through the Firm's online portal at <https://www.langleyanack.com/payment-portal>. If any invoice remains unpaid for more than thirty (30) days after its due date, the Firm, with written notice to you, may cease work on the Engagement as soon as ethically permissible until all outstanding invoices are paid in full.

Communications

To enable us to effectively render legal services to you, you agree to disclose fully and accurately all facts and keep us apprised of all developments relating to the Engagement. You further agree to cooperate fully with us and to be available to attend meetings and any proceeding we advise you to attend. You will provide us with your current address and contact information at all times.

Subject to certain exceptions, attorney-client communications are privileged and confidential provided that such communications are strictly between the attorney and the client. Without waiving this privilege or confidentiality, you hereby authorize the Firm, in its judgment and discretion for your interests, to communicate concerning the Engagement or concerning you with other parties or professionals for your benefit.

You agree that the Firm may communicate with you and other persons and entities by email and wireless phone during the course of the Engagement. However, to preserve the confidentiality of attorney-client communications, please do not forward or "copy" any correspondence or emails you receive from the Firm to any other person or entity.

The Firm hereby notifies you, and you hereby acknowledge, that email and wireless phone communications may not be completely secure, and the courts may not afford email and wireless phone communications the same confidentiality and privilege protections that have been traditionally given to attorney-client and other types of privileged or confidential communications. Nevertheless, you hereby consent to email and wireless phone communications in the course of the Engagement.

Your Rights

With respect to this Engagement, you have the following rights: (1) the right to control the objectives and general methods of representation; (2) the right to be kept reasonably informed concerning the progress of the Engagement and of major decisions concerning the Engagement; and (3) the right to decide whether to make or accept an offer of settlement, even if the lawyer disagrees with the decision.

Our Rights

With respect to this Engagement, we have the following rights: (1) the right to control tactical decisions including the right to decide whether to accept reasonable accommodations requested by opposing counsel; (2) the right to refuse to carry out Client instructions that would require the Firm or any member of the Firm to violate the Texas Disciplinary Rules of Professional Conduct; (3) the right to compensation in accordance with this Agreement; and (4) the right to withdraw from the representation in the circumstances set out in the Texas Disciplinary Rules of Professional Conduct.

Termination of Engagement

You may terminate our services at any time by providing written notice to us. If you terminate the Engagement, all fees and expenses accrued before the Firm receives notice of the termination are immediately due to the Firm. You are also responsible for any fees and expenses in connection with the termination of the Engagement and the transfer of the matter to other counsel or to you.

The Firm reserves the right to withdraw from the Engagement if you fail to honor this Agreement or for any reason as permitted or required under the Texas Disciplinary Rules of Professional Conduct or as permitted by the Rules of Courts of the State of Texas. Notification of withdrawal shall be made in writing. In the event of such withdrawal, you agree to promptly pay the Firm for all services rendered and expenses reasonably incurred by the Firm.

File Retention

We will maintain all documents you furnish to us in our client files for this matter. We will store your information and documents on a secure cloud-based service. By signing this Agreement, you are consenting to storage of your information and documents on the Firm's cloud-based service. While the Firm takes reasonable steps to secure client information, it is not responsible for the failures, breaches and/or hacking of any cloud-based services used by the Firm. At the conclusion of the Engagement (or earlier, if appropriate), it is your obligation to advise us in writing as to which, if any, of the documents in our files you wish us to return to you. We may keep copies of all records to the extent we believe advisable.

Subject to causes beyond the Firm's reasonable control, we agree to assert a diligent effort to retain and maintain all major and significant components of our files relative to the Engagement for a period of five (5) years following the conclusion of the Engagement and, during such time, to afford you reasonable access to such files. You agree to our destruction of files pertaining to the Engagement after a period of five (5) years following the conclusion of the Engagement as reasonably determined by the Firm.

Disputes Resolution

We strive to accommodate your needs as a client, and we value the trust and confidence you have placed in us. Occasionally, a disagreement may arise on aspects of the Engagement. In that case, we will take all reasonable steps to resolve the disagreement to your satisfaction. **Any controversy or claim related to this Agreement, based on any legal theory (a "Dispute"), will be resolved solely in accordance with the terms of this section. If the Dispute cannot be settled by good faith negotiation between the parties, the parties will submit the Dispute to non-binding mediation in Bexar County, Texas, or the Texas county where the attorney that originated the Engagement as reflected on the records of the Firm is located. If agreement cannot be reached within thirty (30) days, any remaining issues will be resolved by confidential arbitration under the Commercial Rules of Arbitration of the American Arbitration Association by a single arbitrator. The arbitration shall take place in Bexar County, Texas, or the Texas county where the attorney that originated the Engagement, as reflected on the records of the Firm, is located and shall not be consolidated with any claim or controversy of any other party. The arbitrator may make appropriate orders and rulings to regulate discovery but may not award special, incidental, consequential, punitive or exemplary damages. The arbitrator's award shall be accompanied by a reasoned, written opinion. The decision of the arbitrator shall be final and binding on the parties, and judgment thereon may be entered in any court having jurisdiction. The prevailing party shall be entitled to recover all costs, expenses and reasonable attorneys' fees incurred in any arbitration or in any legal action or administrative proceeding to enforce the terms of this section or any arbitration award or relief. These mediation and arbitration procedures are the exclusive methods of resolving any claim related to this Agreement. Unless required by law, to enforce the terms of this Agreement, or to enforce any arbitration award or relief, the existence, content and results of any arbitration hereunder shall not be disclosed without the prior written consent of both parties.**

CLIENT UNDERSTANDS THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF CLIENT'S RIGHT TO A JURY TRIAL AND PRESENTS THE EXCLUSIVE MANNER OF RESOLUTION OF ALL DISPUTES RELATING TO THE RELATIONSHIP BETWEEN CLIENT AND THE FIRM.

Benefits of Arbitration:

Benefits of arbitration include privacy and confidentiality, subject matter expertise, and saving time.

Privacy and Confidentiality: The arbitration proceeding is private in nature with only parties, counsel, arbitrators, and witnesses present. Court trials are open to the public, and, in Texas, nearly all court filings are presumed available to the public.

Subject Matter Expertise: Arbitrators usually have special subject matter expertise and potentially deep experience in litigating or presiding over the claims involved and the parties are involved in selecting the arbitrator.

Time Savings: The State Bar of Texas reported that an arbitration proceeding resolves disputes in approximately seven months compared to the nearly two years to resolve disputes in courts. Arbitration awards are final, which means that in most instances, the dispute is over once the award is final.

Disadvantages of Arbitration:

Disadvantages of arbitration include giving up a jury trial of peers, loss of procedural protections and appellate rights.

Foregoing Jury Trial: You have a constitutional right to a trial by peers of your community. **BY ENTERING THIS AGREEMENT, YOU ARE GIVING UP YOUR RIGHT TO A JURY TRIAL FOR DISPUTES ARISING UNDER THIS AGREEMENT.**

Loss of Procedural Protections: The rules of discovery and evidence are relaxed in arbitrations and vary depending on the forum. Generally speaking, the nature and scope of discovery is limited, and the arbitrators are not strictly bound by the rules of evidence. Also, discovery from non-parties is less available in arbitration.

Appellate Rights: If the desired result is not achieved in arbitration, the right to appeal or otherwise contest the final award in arbitration is waived.

Privacy Policy Notice

The Firm is required by federal law to inform you of our policy regarding the privacy of client information. In the course of the Engagement, the Firm may be required to collect and use sensitive personal information and personally identifiable information from you. This information may be subject to state and federal laws or regulations requiring us to maintain the privacy of such information.

The type of information we collect will depend on the nature of the Engagement; however, we strive to collect only the information that is necessary for the Engagement. This may include, but is not limited to: name, contact information (address, telephone, fax, email address), social security number, financial account information and records, medical history and/ or medical records, driver's license information, tax information, employee records, educational records,

private communications (for example, texts, emails or social media messages), and trade secrets or proprietary business information (such as customer lists).

All information that the Firm receives from you is held in confidence and is not released to people outside the Firm except as may be agreed by you or as allowed or required under applicable law and/or the Texas Disciplinary Rules of Professional Conduct. To protect your nonpublic personal information, we maintain reasonable physical, electronic, and procedural safeguards that comply with our professional ethical standards concerning confidentiality of client information and the requirements of applicable laws and regulations. However, no system is perfectly secure, and the Firm is not responsible for the malicious or criminal acts of third parties who may gain access to your information despite these safeguards. You are responsible for maintaining the security of your information and the Firm is not responsible for unauthorized access to your information that results from a breach of your location or systems.

Meritas

Our Firm is a member of Meritas, a not-for-profit organization of nearly 200 independent commercial law firms located in major cities throughout the world. While Meritas members are not engaged in the joint practice of law and do not share fees among themselves, membership in Meritas gives us, and our clients, important access to competent legal resources in other jurisdictions and to specialized areas of practice so that our clients' needs for legal services can be handled efficiently virtually anywhere. We will only utilize the services of another Meritas firm in connection with services provided to one of our clients with such client's express knowledge and consent, but we want all prospective clients to be aware of Meritas and its possible benefits to our clients. Further information about Meritas can be obtained at www.meritas.org.

Technology

We may use advanced technology tools, including Artificial Intelligence (AI), to assist in providing our legal services. Any such tools are used in a manner consistent with our professional and ethical obligations, including the duties of competence and protection of client confidential information. All work generated with the assistance of AI is reviewed and validated by a licensed attorney, and such tools are used only to support – not replace – the professional judgment and expertise of your legal team.

General Provisions

This Agreement contains the entire agreement between the Firm and you with respect to the subject matter hereof. You acknowledge that you have not relied on any representations, warranties, or promises with respect to the retention of the Firm except as may be set forth herein. Any and all prior negotiations, discussions, agreements, or understandings, whether written or oral, are merged into and are superseded and displaced by this Agreement. This Agreement may be modified, supplemented, or amended only by a subsequent written document executed by the Firm and you. No waiver shall be made of any provision in this Agreement except by a document in

writing signed by the party to be charged with such waiver. The written waiver by either party hereto of any provision of this Agreement shall not operate or be construed as a waiver of any other provision hereof. If any part or provision of this Agreement is ever held by a final order or judgment of an arbitrator, court, or other forum of competent jurisdiction to be invalid or unenforceable, then that part or provision shall be stricken herefrom and the remaining provisions of this Agreement shall remain in full force and effect. This Agreement is governed by the laws of the State of Texas. This Agreement may be executed in multiple counterparts, each of which when taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page to this Agreement in electronic (i.e. via "pdf," "tiff," "DocuSign," or similar) format shall be effective as delivery of a manually executed counterpart for all purposes. The conduct of the Firm and the attorneys thereof is governed by the Texas Disciplinary Rules of Professional Conduct. The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, please call (800) 932-1900. This is a toll-free telephone call.

Other Matters

Although our representation under this Agreement is limited to the Engagement, if we are requested by you to undertake any other work that is not otherwise described in a separate engagement agreement, such work will also be covered by this Agreement.

Acceptance

Please indicate your approval and acceptance of the terms of this Agreement by signing and returning a copy of this Agreement, along with any required retainer for legal services, **no later than three (3) business days after the date set forth above**. If we do not receive a signed copy of this Agreement and any required retainer by such date, then we reserve the right to decline to accept representation of you with respect to the Engagement.

We look forward to representing you in this Engagement. If you have any questions about the scope or terms of our engagement or the terms of this Agreement, please do not hesitate to ask before signing this Agreement.

Very truly yours,

LANGLEY & BANACK, INCORPORATED


Ruben R. Barrera

Acknowledged, effective and
Agreed to July 16, 2026:

CITY OF MERCEDES

By: _____
Alberto Perez
City Manager

Date: _____

DATE: August 4, 2026
FROM: Joselynn Castillo, City Secretary
ITEM: **Discussion and possible action to Consideration and Possible Action on contract with Galindo Auctions for Auctioneering Services**

BACKGROUND INFORMATION: Staff has reached out to Galindo Auctions to host the 2026 City Auction on August 22, 2026. At the previous City Commission meeting, Commission approved the list of items being sent for Auction. The auction services is \$4,000 or 15% of sales whichever is greater.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):

Account Number(s):

\$ 4,000 or 15% of sales

The costs is deducted from the total amount sold.

Finance Review by:

LEGAL REVIEW:

ATTACHMENTS:

1. City of Mercedes Contract (1)

STAFF RECOMMENDATION: Recommend approval.

Personal & Chattel Property Auction Agreement



The agreement made and entered into this 27 day of July, 2026 by and between

SELLER'S NAME CITY OF MERCEDES

SELLER'S ADDRESS: 400 S OHIO AVE, MERCEDES, TX 78570

"Where Experience Matters"

hereafter called "Seller", whether one or more, and **GALINDO AUCTIONS LLC, EDINBURG, TX. 78542**, hereafter called "Auctioneer". **WHEREAS**, Seller is the owner of certain property described below (or on separate lists which may be attached hereto and made a part hereof), which Seller desires to sell at public auction, and **WHEREAS**, Seller wishes to employ Auctioneer to effect the sale of said property, **NOW, THEREFORE, IN CONSIDERATION** of the mutual promises herein contained, it is agreed as follows:

1. Right to sell: Seller grants to Auctioneer the exclusive right to sell said property as is and where is for cash or other consideration as agreed to by the parties. Seller relinquishes his/her right to sell same. Seller agrees to deliver and sell at auction the items listed or described on attached [list(s)]. Seller further agrees not to remove any listed item(s) from the auction.

2. Auction Service: Auctioneer agrees to use their professional skill, knowledge, and experience to the best advantage in preparing and conducting the auction.

3. Commission, Time, and Place of Sale: Seller hereby employs Auctioneer to sell the aforesaid property at absolute auction on the 22ND day of AUGUST, 2026 at 10 o'clock AM. to the highest bidder without limit, favor or reserve. Seller agrees to pay Auctioneer a commission of 15 % of the gross sales total or base of \$ 4,000 whichever is greater for which the property has been sold as compensation for managing, auctioneering and also clerking the auction.

4. Said auction to be held 2314 N. FM 491 MERCEDES Tx 78570
Address City State Zip Code

5. Advertising: It is understood and agreed that Auctioneer will set up and arrange at auctioneer's discretion timely advertising, which will be at the seller's expense and will be paid out of the proceeds of the sale. Final advertising will be at auctioneer's discretion. Cost \$ 75 (NOT INCLUDING LEGAL FEES)

6. Insurance: Seller agrees to provide and carry adequate liability insurance against any and all liabilities which may result on premises of Seller. Seller further agrees to indemnify and hold Auctioneer harmless from any claim, loss or damage as a result of said sale and to bear the risk of any loss or damage to any property included in said auction.

7. Property: Items to be sold at auction, include the following and listed, SELL CITY SURPLUS ABSOLUTE - NO RESERVE

8. Further seller's expenses: LEGAL ADS & CLASSIFIED TO BE DEDUCTED FROM PROCEEDS IF HANDLED BY AUCTION COMPANY

IF NONE WRITE NONE

Further conditions: City Contact: Joselynn Castillo 956-650-4909

IF NONE WRITE NONE

9. Warranty: The Seller (whether one or more), warrants, conveys and agrees that he/she/they/it has good title and right to sell said property and said property is free from all encumbrances, liens etc. Except as follows:

ITEM	MORTGAGE OR LIEN HOLDER	ADDRESS	APPROX. UNPAID BALANCE
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If none, write none, NONE. If said property or any part thereof is encumbered, Seller agrees that the sale proceeds from such property be paid jointly to said lien holder and Seller. UCC Lien Research also will be paid by seller.

10. Merchantable Title: Seller warrants and agrees to provide merchantable title to all items sold, to deliver good title to purchasers.

11. Seller acknowledges that Auctioneer and/or his agent(s) cannot accurately predict the price the property will bring at auction and Seller further acknowledges that Auctioneer and/or his agent(s) have not made any such assurances or predictions of price to the Seller or his/her agent(s).

12. The Parties agree that the exclusive course of action in any litigation or dispute concerning the enforcement of this agreement shall be by binding arbitration with the County of Hidalgo, State of Texas, and the Texas laws shall govern.

13. The prevailing Party (s) in any dispute arising out of the relationship undertaken through this agreement shall be entitled to an award of reasonable cost, arbitration, and fees incurred.

14. Auctioneer will have 14 business days from the conclusion of the auction to make settlement with proprietors of sale. Final settlement will be less all auction expenses such as auctioneers fee, advertising, permit fees, set up charges, lien surveys, bad or stop payment on checks /credit cards etc....

15. Cancellation: If seller cancels auction after 24 hrs. of signing, seller agrees to pay auctioneer all marketing and setup expenses incurred, and the commission previously stated in contract. (Auctioneer will assess the auction value). In case of postponement due to inclement weather said auction will take place on a later date agreeable to both parties and any new advertising cost will be paid by seller.

16. Removal of rubbish and debris: auctioneer will not be responsible for removal of rubbish and/or debris.

17. Seller and Auctioneer agree that they have had the opportunity to review this Agreement and have had an opportunity to be advised as to its contents, requirements and liabilities, and have signed this Service Agreement fully understanding their respective rights, responsibilities and obligations as set forth herein.

18. The Auction Company also charges a % Buyers premium to Buyers on all Sales.

19. The Auction Company assumes no responsibility for any damage, theft or shortages, before, during or after the Auction. The seller is responsible for securing the property after it has been offered by signing this contract.

20. Individual Auctioneers conducting the Auction are licensed by the Texas Department of Licensing and Regulation (TDLR), P.O BOX 12157, AUSTIN TX 78711 (512) 463-2906. TDLR'S recovery fund may protect sellers and purchasers from any wrongful conduct by Auctioneer.

21. If Highest bidder does not accept or pay for sellers' property, it is mutually agreed the seller takes it back with no recourse against the auctioneers.

SELLER'S NAME	TITLE	ADDRESS	TELEPHONE	DATE
Ismael Galindo				7/27/26
AUCTIONEER AGENT				DATE

Ph: (956) 929-3623

Ph: (956) 451-4060

www.galindoauctions.com

galindoauctions@gmail.com

Jerry Galindo #13451

DATE: August 4, 2026
FROM: Joselynn Castillo, City Secretary
ITEM: **Discussion and possible action to Consideration and Possible Action on First Amendment to Memorandum of Understanding between the City of Mercedes, Hidalgo County Drainage District No. 1, and Hidalgo County Urban County Program regarding Coordination for the 2018 CDBG-DR Infrastructure Competition**

BACKGROUND INFORMATION: On December 12, 2023, the City of Mercedes, HCDD#1, and the Hidalgo County Urban County Program executed an initial MOU outlining roles and responsibilities for funding and implementing the GLO CDBG-DR Infrastructure Project.

Between November 2025 and April 2026, the Texas General Land Office provided updated regulatory guidance regarding property acquisition, payment processing, and force account labor.

This First Amendment updates Section 4 (Roles and Responsibilities) of the original MOU to align city and district operations with explicit GLO and HUD requirements.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

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

Finance Review by:

LEGAL REVIEW:

ATTACHMENTS:

1. REVISED.Mercedes 182 amendment 1.1 (1) (1)

STAFF RECOMMENDATION: Recommend Approval of the First Amendment Agreement for 2018 GLO Project E182

STATE OF TEXAS

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COUNTY OF HIDALGO

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF
MERCEDDES, HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, AND HIDALGO
COUNTY URBAN COUNTY PROGRAM REGARDING COORDINATION FOR 2018
CDBG-DR INFRASTRUCTURE COMPETITION**

This first amendment to Memorandum of Understanding between **City of Mercedes, Hidalgo County Drainage District No. 1, and Hidalgo County Urban County program** regarding coordination for 2018 CDBG-DR infrastructure competition is made as of the 23rd day of June, 2026 by and between City of Mercedes, Hidalgo County Drainage District No. 1, and the Hidalgo County Urban County Program, hereinafter referred to as **“PARTIES”**.

WHEREAS, On or about December 12, 2023, Parties entered into a Memorandum of Understanding Regarding Coordination for 2018 CDBG-DR infrastructure Competition (the “Agreement”), roles and responsibilities of the City of Mercedes, Hidalgo County Drainage District No. 1, and Hidalgo County Urban County Program regarding funding and implementation of the GLO's CDBG-DR 2018 Infrastructure Competition described therein; and

WHEREAS, on or about November 7, 2025, the Parties received guidance from of the Texas General Land Office (“GLO”) representative regarding the need to add and clarify provisions related to Hidalgo County Drainage District No. 1 (“HCDD#1”) responsibilities for real property acquisition; and

WHEREAS, on or about March 23, 2026, the Parties received guidance from the Texas General Land Office (“GLO”), in response to an inquiry from Hidalgo County Drainage District No. 1 (“HCDD#1”) and the City of Mercedes regarding construction payment and reimbursement procedures; and

WHEREAS, on or about April 1, 2026, the Parties received guidance from the Texas General Land Office (“GLO”), in response to an inquiry from Hidalgo County Drainage District No. 1 (“HCDD#1”) regarding the potential use of force account labor; and

WHEREAS, the parties seek to amend the agreement in response to guidance received from the Texas General Land Office (“GLO”); and

WHEREAS the current agreement allows for the Agreement to be modified or amended “only by an agreement in writing executed by Drainage District, Urban County, and City of Mercedes, subject to approval of the GLO;

NOW, THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parties hereby agree to amend the agreement as follows:

1. Modify, revise or replace section “4. Roles and Responsibilities” of the Agreement as follows:
 - a. “4.8.1 No acquisition activities shall occur until the environmental review process has been completed and the Authority to Use Grant Funds (“AUGF”) has been issued by the Texas General Land Office (“GLO”).
 - b. “4.8.2 The Drainage District grants permission for the Project to be constructed on property acquired and/or owned for this Project and agrees that such property shall be used solely for eligible CDBG-DR purposes, maintain National Objective compliance for the required affordability period, and retain responsibility for long-term operation and maintenance.”
 - c. “4.10.1 The Drainage District may perform eligible construction activities through Force Account work as permitted under applicable GLO, HUD, and federal requirements.”
 - d. “4.11 The Parties agree that Hidalgo County Drainage District No. 1 (“HCDD#1”) may pay construction contractors and vendors directly for eligible Project costs associated with the Project. HCDD#1 shall provide the City of Mercedes (“City”) with detailed invoices, pay applications, supporting documentation, and any additional records required to substantiate eligibility of such costs under applicable Texas General Land Office (“GLO”) and U.S. Department of Housing and Urban Development (“HUD”) requirements.

The City, as the grant recipient, fiduciary, and responsible entity for the Project, shall review all submitted documentation, determine eligibility of costs, and submit reimbursement requests to the GLO for approved eligible Project costs in accordance with applicable federal, state, and GLO requirements.”
 - e. “4.12 Any provision in the original MOU that may be interpreted to grant the Drainage District procurement authority for third-party services under this project shall not apply.”
2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and ENTITY and SUBRECIPIENT ratify and confirm the terms, and provisions of the Agreement as amended.

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

Approved and signed this ____ day of _____, **2026.**

Alberto Perez
City Manager of the City of Mercedes, Texas

Richard Cortez
Chairman of Board of
Hidalgo County Drainage District No. 1

Nellie Flores
Division Manager III of
Hidalgo County Urban County Program

SUBRECIPIENT

Name: _____

Address: _____

City/State/Zip: _____

Federal I.D. #: _____

UEID #: _____

STATE OF TEXAS

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COUNTY OF HIDALGO

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_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20____ .

(Seal)

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

Witness:

Dr. Joel Rivera, Ph.D., UCP Director

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's
Office Toribio "Terry" Palacios

By: _____
_____,
Assistant District Attorney

DATE: August 4, 2026
FROM: Jonas Gonzalez, Assistant City Manager
ITEM: **Discussion and possible action to Consideration and Possible Action on agreement between the City of Mercedes and CB3 for Non-Hazardous Liquid Sludge Disposal**

BACKGROUND INFORMATION:

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):
\$

Account Number(s):

Finance Review by:

LEGAL REVIEW:

ATTACHMENTS:

1. Sludge Contract COM

STAFF RECOMMENDATION: Recommend Approval

NON-HAZARDOUS LIQUID SLUDGE DISPOSAL AGREEMENT

This Non-Hazardous Liquid Sludge Disposal Agreement ("Agreement") is entered into on this _____, 2026, by and between CB3 LLC ("Contractor") and the City of Mercedes, Texas ("City").

1. Purpose

The purpose of this Agreement is to establish the terms and conditions under which CB3 LLC shall receive, handle, and dispose of non-hazardous liquid sludge at the designated disposal location.

The designated disposal location for services provided under this Agreement shall be Lift Station #13, located at 1035 W. 6th Street, Mercedes, Texas, or any other location designated by the City and agreed to in writing by CB3 LLC. The parties may designate a discharge location on a case-by-case basis if necessary.

2. Services

CB3 LLC agrees to receive, handle, and dispose of non-hazardous liquid sludge delivered to the designated disposal location in accordance with all applicable federal, state, and local laws, regulations, permits, and environmental requirements.

a. Waste Characterization, Approval, and Acceptance

Notwithstanding any other provision of this Agreement, the City reserves the sole and absolute discretion to determine whether any liquid waste, sludge, wastewater, water treatment residuals, septage, or other material proposed for discharge into the City's wastewater collection system or wastewater treatment facilities will be accepted. The agreement applies to the waste stream identified and approved in writing.

- i. Prior to the commencement of any discharge, the Contractor shall provide the City with a written description identifying the source, origin, characteristics, estimated daily and monthly discharge volumes, and composition of the proposed waste stream. At the City's request, the Contractor shall provide, at its sole expense, laboratory analytical results from a city-approved laboratory. Such analyses may include pH, TSS, BOD₅, COD, Oil and Grease, Aluminum, Iron, TDS, Ammonia, Chlorides, Sulfates, Metals, and any additional constituents the City deems necessary.
- ii. The City may require updated laboratory analyses at any time. No discharge shall occur without written approval identifying the specific waste stream, maximum allowable volume, discharge limitations, approved location, and any additional operational requirements. The City reserves the exclusive right to designate or modify the discharge location at any time.
- iii. The City may reject any proposed discharge if it determines the waste may damage equipment, interfere with treatment processes, cause permit violations, increase maintenance costs, or present a health and safety hazard. Acceptance of one waste stream does not constitute approval of future waste streams.

3. Compensation

CB3 LLC agrees to pay City of Mercedes a disposal fee of Ten Cents (\$0.10) per gallon for all non-hazardous liquid sludge received and disposed of under this Agreement.

Invoices shall be submitted monthly and shall be due and payable within thirty (30) days of receipt.

4. Rate Adjustments

The disposal fee shall increase by One Cent (\$0.01) per gallon every two (2) years from the effective date of this Agreement.

The rate schedule shall be as follows:

Years 1-2: \$0.10 per gallon

Years 3-4: \$0.11 per gallon

Years 5-6: \$0.12 per gallon

Years 7-8: \$0.13 per gallon

The fee shall continue to increase by \$0.01 per gallon every two (2) years thereafter unless otherwise amended in writing by both parties.

5. Term

This Agreement shall commence on _____, 2026, and remain in effect for a period not to exceed six (6) months. This Agreement shall not automatically renew; any extension requires approval by the City Council and a written amendment.

6. Termination

Either party may terminate this Agreement upon written notice to the other party.

If the City elects to terminate this Agreement, the City shall provide not less than ninety (90) days of written notice prior to the effective date of termination. If CB3 elects to terminate the Agreement, CB3 shall provide 30 days' written notice prior to the effective date of termination.

All fees owed for services performed prior to termination shall remain due and payable.

7. Compliance with Laws

Both parties shall comply with all applicable federal, state, and local laws, regulations, permits, and environmental requirements related to the receipt, handling, transportation, and disposal of non-hazardous liquid sludge.

8. Independent Contractor

CB3 LLC shall perform all services as an independent contractor and shall not be considered an employee, agent, or representative of the City.

9. Entire Agreement

This Agreement contains the entire understanding between the parties and supersedes all prior negotiations, discussions, and agreements regarding the subject matter herein.

Any modification or amendment to this Agreement must be written and signed by authorized representatives of both parties.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The parties agree to mediate any matters before filing suit on any dispute in Hidalgo County, Texas.

11. Regulatory Compliance and TCEQ Review

The parties acknowledge that this Agreement is subject to all applicable federal, state, and local laws, including TCEQ regulations. The City reserves the right to consult with TCEQ, and acceptance of any discharge may be contingent upon TCEQ approval. If TCEQ determines that any operation is inconsistent with applicable regulations, the City may immediately suspend or terminate this Agreement without liability upon immediate written notice of the inconsistency with applicable regulation subject to remedial measures within 20 days and amended written agreement.

11. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

CB3 LLC
By: STEVE CRUZ
Name: STEVE CRUZ
Title: OWNER
Date: JUNE 5, 2025

CITY OF MERCEDES, TEXAS
By: _____
Name: _____
Title: CITY MANAGER
Date: _____
ATTEST:
City Secretary: _____
Date: _____