

## **8. Discussion and Action: FY 23-24 Budget Amendment**

# Memo

**To:** DCM Board of Directors  
**From:** Zefra Mascorro, Administrative Coordinator  
**CC:** File  
**Date:** 2/14/2024  
**Re:** FY 23-24 Amendment

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The budget amendment addresses the current balances for all payments up until February 12, 2024. The adjustments for the following line items are recommended.

An insurance change for dental and vision increased the health/vision budget by \$616.32. The annual audit decreased in cost by \$1,000. The building lease increased in cost for an annual payment of \$18,000. Additionally, the Chamber will be adding mixers to their events for an increase of \$1,500. The cost of loan fees increased by \$75 annually. Marketing and Promotion increased by \$4,350 for current and projected expenses. Sponsorships increased by \$3,000 that was spent on the RGVLS Gala. Travel & Training increased by \$5,000 due to incurred expenses for ICSC-Dallas. Furniture & Fixtures increased by \$515.91 spent on purchasing a boardroom table and chairs. Projected costs for Office supplies will increase by \$200.00.

Recommendation: Approve

Development Corporation of Merced  
BUDGET AMENDMENT

FUND: 25 BUDGET AMENDMENT# 1

DEPARTMENT: EDC DATE POSTED:

Fund	G/L ACCT#	DESCRIPTION	Approved Budget	(Decrease)	Add	Amended Budget
25	510-1160	Health/Life Insurance	\$ 20,844.00		\$ 616.32	\$ 21,460.32
25	510-2020	Audit	\$ 9,000.00	\$ (1,000.00)		\$ 8,000.00
25	510-2134	Bld Lease	\$ 16,791.00		\$ 1,209.00	\$ 18,000.00
25	510-2340	Chamber	\$ 22,000.00		\$ 1,500.00	\$ 23,500.00
25	510-2021	Loan Fees	\$ 750.00		\$ 75.00	\$ 825.00
25	510-2010	Marketing & Promotion	\$ 13,150.00		\$ 4,350.00	\$ 17,500.00
25	510-2310	Sponsorships	\$ 18,850.00		\$ 3,000.00	\$ 21,850.00
25	510-2150	Travel & Training	\$ 5,000.00		\$ 5,000.00	\$ 10,000.00
25	510-4005	Furniture & Fixtures	\$ 1,000.00		\$ 515.91	\$ 1,515.91
25	510-3050	Office Supplies	\$ 2,000.00		\$ 200.00	\$ 2,200.00
25	510-2335	Projects	\$ 826,056.98		\$ 504,012.80	\$ 1,330,069.78
25	40040	Sales Tax	\$ 2,000,000.00		\$ 211,052.24	\$ 2,211,052.24
25	44097	Carry Over Funds	\$ 709,000.00		\$ 308,498.47	\$ 1,017,498.47

Zefra Mascorro, Administrative Coordinator

Approved: Melissa Ramirez, Executive Director

Fred Gonzalez, Board President

DEVELOPMENT CORPORATION OF MERCEDES  
BUDGET FY23-24

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

**DEVELOPMENT CORPORATION OF MERCEDES**  
**BUDGET FY 23-24**

<b>USES OF CASH</b>	<b>FY23-24</b>		<b>FY 23-24</b>
	<b>BUDGET</b>	<b>AMENDMENT</b>	

**PERSONNEL COSTS**

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

**OTHER SERVICES & CHARGES**

25-510-2020	Audit	\$ 9,000.00	\$ 8,000.00
25-510-2012	Automobile Mileage	\$ 2,000.00	\$ 2,000.00
25-510-2014	Billboards	\$ -	
25-510-2134	Bld Lease	\$18,000	\$ 18,000.00
25-510-2340	Chamber	\$ 22,000.00	\$ 23,500.00
	Texas Street Festival	\$15,000	
	Dues	\$5,000	
	Annual Banquet	\$2,000	
	Little Nashville	\$0	
	Mixers	\$1500	

25-510-2011	Contract Labor- Writer	\$	6,000.00	\$	6,000.00
25-510-2102	Crime Insurance	\$	700.00	\$	700.00
25-510-2036	Downtown Development	\$	70,000.00	\$	70,000.00
25-510-2165	Electricity	\$	4,700.00	\$	4,700.00
25-510-2142	Janitorial	\$	13,200.00	\$	13,200.00
25-510-2125	Legal	\$	45,000.00	\$	45,000.00
25-510-2021	Loan Fees- EDC	\$	750.00	\$	825.00
25-510-xxxx	Leadership Empowerment Group	\$	12,000.00	\$	12,000.00
25-510-xxxx	Real Estate Closing Costs				
25-510-2010	Marketing & Promotion	\$	13,150.00	\$	17,500.00
	GeoTours				\$3750
	Social Media				\$5000
	Loopnet				\$2000
	GeoFence Border				\$1300 Carryover
	Merchant Campaign				\$2400
	GeoFence ICSC-Dallas				\$63.38
	Marketing Collateral				\$2242.79
25-510-2095	Meetings	\$	2,600.00	\$	2,600.00
25-510-2130	Membership/Subs	\$	2,000.00	\$	2,000.00
25-510-2133	Miscellaneous	\$	1,500.00	\$	1,500.00
25-510-2080	Office Equipment- Lease	\$	4,500.00	\$	4,500.00
25-510-xxxx	Outlet Mall Oct 2018-Oct 2028	\$	530,000.00	\$	530,000.00
25-510-2320	Professional Fees- Accounting	\$	21,000.00	\$	21,000.00
25-510-xxxx	Project Orchard Grove Apartments	\$	50,000.00	\$	50,000.00
25-510-xxxx	Project RGV Livestock Show Park	\$	25,000.00	\$	25,000.00
25-510-2362	Project Rios of Mercedes	\$	51,400.00	\$	51,400.00
25-510-2365	Project VIDA	\$	15,000.00	\$	15,000.00
25-510-xxxx	Project La Herencia				
25-510-xxxx	Project Travel Center				
25-510-xxxx	Project Southern Tire Mart	\$	217,800.00	\$	217,800.00
25-510-2335	Projects	\$	826,056.98	\$	1,330,069.78
	Knights \$150,000				
	M3 \$89K				
	Mile 1 E \$150,000				
					641069.78

Irrigation Line \$300,000			
25-510-2144	Receptionist	\$	14,000.00 \$ 14,000.00
	Receptionist \$12,000		
	Health \$2,000		
25-510-2355	Series 2007- Interest	\$	45,500.00 \$ 45,500.00
25-510-2356	Series 2007- Principle	\$	235,000.00 \$ 235,000.00
25-510-2310	Sponsorships	\$	18,850.00 \$ 21,850.00
	Aurora House	\$1,100	
	Smokin' on the Rio	\$12,500	
	RGV Livestock Show	\$5,000	
	Newpapers in Schools	\$250	
	Birding Classic	\$0	
	RGVLS Gala	\$3000	
25-510-2025	Telephones	\$	5,400.00 \$ 5,400.00
25-510-2371	TLF Repayment- Interest	\$	10,390.08 \$ 10,390.08
25-510-2372	TLF Repayment- Principle	\$	127,209.84 \$ 127,209.84
25-510-2150	Travel & Training	\$	5,000.00 \$ 10,000.00
	ICSC Texas	\$10,000	
	ICSC Las Vegas	\$0	
	Retail Live!	\$0	
	Viva Fresh Tradeshow	\$0	
25-510-xxxx	VTX Note	\$	250,000.08 \$ 250,000.08
25-510-2160	Water Bill	\$	1,700.00 \$ 1,700.00
25-510-2131	Website	\$	7,980.00 \$ 7,980.00
TOTAL OTHER SERVICES & CHARGES		\$	2,683,177.98 \$ 3,201,324.78
MAINTENANCE			
25-510-2520	OFFICE EQUIPMENT	\$	6,000.00 \$ 6,000.00
25-510-2540	MAINTENANCE	\$	31,200.00 \$ 31,200.00
TOTAL MAINTENANCE		\$	37,200.00 \$ 37,200.00
OFFICE SUPPLIES			
25-510-3050	Adobe Creative Cloud	\$	2,000.00 \$ 2,200.00
TOTAL SUPPLIES		\$	2,000.00 \$ 2,200.00

CAPITAL OUTLAY

25-510-4005	FURNITURE & FIXTURES	\$	1,000.00	\$	1,515.91
	Amazon (table)		\$611.99		
	Wayfair (16 chairs)		\$903.92		
TOTAL CAPITAL OUTLAY					
		\$	1,000.00	\$	1,515.91
TOTAL 10-DEVELOPMENT CORP. OF MERC					
TOTAL EXPENDITURES					
		\$	3,006,660.98	\$	3,526,211.69

## **9. Discussion and Action: EDA Grant, Administrative Fee**

# Memo

**To:** DCM Board of Directors  
**From:** Melissa Ramirez, Executive Director  
**CC:** File  
**Date:** 2/15/2024  
**Re:** EDA Grant Administrative Fee- Mile 1 W

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Based on the provided cost estimate, the LRGVDC will charge an estimated \$30,743.00 for grant administration and management. This is cost is subject increase.

Recommendation: Engage LRGVDC to manage the EDA grant for up to \$35,000.

**Rio Delta Engineering**Project Name: MILE 1 WEST TRUCK ROUTE IMPROVEMENTS  
From Leeve Road to Anacuitas Street

Date: 9/7/2023

PRELIMINARY COST ESTIMATE  
Page 1 of 1**Paving and Drainage - 40' back-to-back heavy duty asphalt street**

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	12-INCH TREATED SUB-GRADE (HMAC AREAS)	12,133	SY	\$9.00	\$109,200.00
2	12-INCH CALICHE FLEXIBLE BASE (HMAC AREAS)	12,133	SY	\$15.75	\$191,100.00
3	3-INCH HOT MIX ASPHALT (TYPE D)	10,400	SY	\$21.00	\$218,400.00
4	7-INCH REINFORCED CONCRETE (APRON AT INTERSECTION)	4,500	SF	\$8.50	\$38,250.00
5	24"x12" CURB & GUTTER	5,200	LF	\$18.50	\$96,200.00
6	TYPE "A" CURB INLET	6	EA	\$4,600.00	\$27,600.00
7	24" R.C.DRAIN PIPE	120	LF	\$52.00	\$6,240.00
8	36" H.P. DRAIN PIPE	2,400	LF	\$100.00	\$240,000.00
9	STORM DRAIN MANHOLE	1	EA	\$4,600.00	\$4,600.00
10	PROP. TIE INTO EXIST. CURB INLET	1	EA	\$4,500.00	\$4,500.00
11	STREET SIGNS AND STRIPING	1	LS	\$2,500.00	\$2,500.00
SUB -TOTAL:					\$931,590.00

**ESTIMATED DEVELOPMENT COST BREAKDOWN:**

1	CONSTRUCTION GRAND TOTAL	\$931,590.00
2	10 % CONTINGENCY	\$93,160.00
3	RIO DELTA ENGINEERING FEE (8% OF CONSTRUCTION COST)	\$74,527.20
GRAND -TOTAL:		\$1,099,277.20

**SAMPLE CONTRACT**  
**PROFESSIONAL MANAGEMENT, OR ARCHITECTURAL SERVICES**  
**PART I – AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the CITY OF \_\_\_\_\_, hereinafter called the "City", acting herein by \_\_\_\_\_ hereunto duly authorized, and \_\_\_\_\_ hereinafter called "Firm," acting herein by \_\_\_\_\_.

WITNESSETH THAT:

WHEREAS, the City of \_\_\_\_\_ desires to implement a \_\_\_\_\_ under the general direction of the \_\_\_\_\_; and whereas the City desires to engage \_\_\_\_\_ to render certain services in connection with its \_\_\_\_\_.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

Part II, Scope of Services, is hereby incorporated by reference into this Agreement.

2. Time of Performance - The services of \_\_\_\_\_ shall commence on \_\_\_\_\_. In any event, all of the services required and performed hereunder shall be completed no later than \_\_\_\_\_.

3. Access to Information - 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 above shall be furnished to \_\_\_\_\_ by the City and its agencies. No charge will be made to \_\_\_\_\_ for such information and the City and its agencies will cooperate with \_\_\_\_\_ in every way possible to facilitate the performance of the work described in the Agreement.

4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$ \_\_\_\_\_. Payment to Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement, which is hereby incorporated by reference into this Agreement.

5. Indemnification - \_\_\_\_\_ shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes-on contributions imposed or required under the Social Security, workers compensation and income tax laws.

6. Miscellaneous Provisions

a.. This Agreement shall be construed under and accord with the laws of the State of \_\_\_\_\_, and all obligations of the parties created hereunder are performable in \_\_\_\_\_ County, \_\_\_\_\_.

b. This Agreement shall be binding upon and insure to the benefit of the parties hereto and heir respective heirs, executors, administrators, legal representatives, successors and assigns

where permitted by this Agreement.

c. If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability, shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All other terms hereof shall remain in full force and effect.

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

7. Terms and Conditions - This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

CITY OF \_\_\_\_\_

FIRM \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

**NOTE: This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification.**

# LRGVDC PROFESSIONAL SERVICES CONTRACT FOR EDA AWARDED PROJECTS

## PART II - SCOPE OF SERVICES

The District shall provide the following scope of services:

### **Project Management**

#### **A. Application/Environmental/PER**

1. Hold introductory meetings with *grantee* to provide technical assistance on preliminary project scope of work and project cost, provide checklist of required application forms, and next step process.
2. If needed, aid *grantee* on preparing application, gathering documents, and any other project information required by EDA prior to project award.
3. Provide general advice and technical assistance to *grantee* on preliminary and final budget, environmental narrative, and preliminary engineering report (PER).

#### **B. Record Keeping and Filing System**

1. Develop and establish a record keeping and filing system consistent with program guidelines.
2. Maintenance of filing system.
3. Provide files to the *grantee* throughout the duration of the project.

#### **C. Special Award Conditions**

1. Provide general advice and technical assistance to *grantee* personnel on implementation of the EDA project and regulatory matters pertaining thereto.
2. Assist *grantee* in meeting all Special Award Condition requirements that may be stipulated in the contract between *grantee* and U. S. Department of Commerce, Economic Development Administration, Southwest Regional Office.
3. Serve as liaison for the city during any monitoring visit by Department/Agency staff.

#### **D. Bid/Contract Award Process/Construction Management**

1. Provide *grantee* with technical assistance and support during the construction phase, on an as needed basis throughout the duration of the project agreement, until project closeout.
2. Assist in preparing and submit to Department/Agency documentation necessary for amending the Contract.
3. Prepare all required EDA project checklists along with gathering the appropriate documents that should be included for review and approval.
4. Furnish *grantee* with necessary forms and procedures required for implementation of the EDA project.
5. Attend pre-bid conference, bid-opening, attend pre-construction meeting, attend weekly/monthly project progress meetings, provide updates to EDA as needed.
6. Review plans and specs, and construction contract and submit to Department/Agency.

7. Verify construction contractor eligibility with Department/Agency.
8. Prepare and submit change orders to Department/Agency.

**E. Financial and Progress Project Reporting Requirements**

1. Prepare and submit all project reporting required by EDA for *grantee*, throughout the duration of the project agreement, until project closeout.
  - Including but not limited to semi-financial reporting, quarterly progress reporting, and other reporting included in the EDA Project Agreement between *grantee* and Department/Agency.

**F. Invoicing/Labor Standards Compliance/Construction Completion**

1. Establish internal system to document expenditures and change orders associated with the awarded project.
2. Assist *grantee* in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to Department/Agency.
3. Prepare the required EDA Disbursement Checklists along with gathering the appropriate documents that should be included for review and approval.
4. Review invoices for payment and file back-up documentation for *grantee* reimbursement from EDA. (Invoices, weekly Certified Payrolls)
5. Review contractors and subcontractors certified payrolls for compliance with Davis-Bacon wage rate requirements.
  - Shall there be corrections needed, GA will work with contractor/subcontractor to ensure that payrolls are corrected, and wages are paid correctly.
  - Shall there be a wage determination needed, GA will assist with preparing and submitting to EDA the Department of Labor Request for Determination & Response to Request Form.
6. Prepare all fund drawdowns on behalf of the *grantee* to ensure orderly, timely payments to all contracting parties within the allotted time period.
7. Provide general advice and technical assistance to the *grantee* personnel on implementation of project and regulatory matters pertaining to project funds.

**G. Project Closeout**

1. Serve as liaison for *grantee* during the implementation and completion of the EDA project with any monitoring visit by staff representatives from EDA or its Southwest Regional Office.
2. Prepare the Final Acceptance Report for appropriate signatures to submit to the Department/Agency.
3. Prepare and submit required close-out documents to EDA for project completion.
4. Conduct closeout meeting with *grantee* to review and provide information on future reporting requirements during the useful life of the project and provide project files for *grantee's* records.

## LRGVDC PROFESSIONAL SERVICES CONTRACT FOR EDA AWARDED PROJECTS

### PART III - PAYMENT SCHEDULE

*Grantee* shall reimburse the District for grant administration services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

<u>Milestone</u>	<u>% of Contract Fee</u>
1. Application/Environmental/PER	10%
2. Recording Keeping and Filing System	10%
3. Special Award Conditions	10%
4. Bid/Contract Award Process/Construction Management	20%
5. Financial and Progress Reporting Requirements	10%
6. Invoicing/Labor Standards Compliance/Construction Completion	30%
7. Project Closeout	10%
Total	100%

Payment for grant administration services is an eligible expense and was initially included in *Grantee's* grant application when submitted to EDA for funding.

**NOTE: Percentages of payment listed here are guidelines based on management services typically provided. The payment schedule should be tied directly to the actual Scope of Work identified in Part II – Administrative Scope of Services.**

#### **Conditions for Payment.**

Payment is subject to the satisfaction of the following conditions precedent:

(a) **Representations and Warranties.** The representations and warranties made by the District and any representations and warranties made by the District which are contained in any certificate, document or other statement furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects as of the date of any payment.

(b) **Compliance with Covenants.** District shall be in full compliance with all covenants and agreements imposed upon District under this contract.

## PROFESSIONAL SERVICES AGREEMENT

### PART IV - TERMS AND CONDITIONS

1. **Termination of Contract.** If, through any cause, the District shall fail to fulfill in a timely and proper manner its obligation under this Contract, or if the District shall violate any of the covenants, agreements, or stipulations of this Contract, the **grantee** shall thereupon have the right to terminate this Contract by giving written notice to the District of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contract is terminated by the **grantee** as provided herein, the District will be paid for the time provided and expenses incurred up to the termination date.

If the contract is terminated by the **grantee** as provided herein, all finished or unfinished documents, information or reports prepared by the District under this Contract shall, at the option of the **grantee**, become its property and the District shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the District shall not be relieved of liability to the **grantee** for damages sustained by the **grantee** by virtue of any breach of the Contract by the District, and the **grantee** may withhold any payments to the District for the purpose of set-off until such time as the exact amount of damages due by the **grantee** from the District is determined.

2. **Termination for Convenience.** The **grantee** may terminate this Contract at any time by giving at least ten (10) day notice in writing to the District. If the Contract is terminated by the **grantee** as provided herein, the District will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the District, Paragraph 1 hereof relative to termination shall apply.
3. **Changes.** The **grantee** may request changes in the scope of the services of the District to be performed hereunder. Such changes, including any increase or decrease in the amount of the District's compensation which are mutually agreed upon by and between the **grantee** and the District shall be incorporated in written amendments to this Contract.
4. **Personnel.**
  - a) The District represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the **grantee**.
  - b) All services required hereunder will be performed by the District or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c) None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the **grantee**. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. **Assignment of Contract.** The District shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the **grantee** thereto: Provided, however, that claims for money by the District from the **grantee** under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the **grantee**.

6. **Reports and Information.** The District, at such times and in such forms as the **grantee** may require, shall furnish the **grantee** such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by the District under this contract are confidential, and the District agrees that they shall not be made available to any individual or organization without the prior written approval of the **grantee**.
8. **Compliance with Local Laws.** The District shall comply with applicable laws, ordinances and codes of the State of Texas and its local governments.
1. **Equal Employment Opportunity.** During the performance of this Contract, the District agrees as follows:
  - a) The District will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap, or national origin. The District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The District agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the **grantee** setting forth the provisions of this non-discrimination clause.
  - b) The District will, in all solicitation or advertisements for employees placed by or on behalf of the District, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
  - c) The District will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d) The District will include the provisions 9.a, 9.b, and 9.c in every subcontract or purchase order unless exempted.
10. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
11. **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

12. **Public Works and Economic Development Act of 1965, as amended:** The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the U. S. Department of Commerce, Economic Development Administration. For Public Works and Development Facilities under the Public Works and Economic Development Act of 1965, as amended, the award to the **grantee**, Award Number **00-00-0000**, supports the project and effort described herein, which is incorporated into this agreement by reference. Where terms of this agreement differ, the terms of the award shall prevail.
13. **Government Performance and Results Act of 1993 (GPRA) Reporting Requirements – Performance Measures.** The District agrees to assist the **grantee** on program performance measures and program outcomes in such form and at such intervals as may be prescribed by the EDA, Award Number **00-00-0000**, in compliance with the Government Performance and Results Act of 1993. Performance measures and reporting requirements that apply to program activities funded by the Award to the **grantee** will be provided in a separate GPRA information collection document. EDA will advise the **grantee** in writing within a reasonable period prior to the time of submission of the reports and in the event that there are any modifications in the performance measures.
14. **Interest of Members of the District.** No member of the governing body of the District and no other officer, employee, or agent of the District who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and the **grantee** shall take appropriate steps to assure compliance.
15. **Interest of Other Local Public Officials.** No member of the governing body of the District and no other public official of the District, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the **grantee** shall take appropriate steps to assure compliance.
16. **Interest of Firm and Employees.** The District covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area, study area, site, or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The District further covenants that in the performance of this Contract, no person having any such interest shall be employed.
17. **Ability to carry out contractual responsibilities:** The District affirms that it is familiar with the terms of EDA award number **00-00-0000**, and that it has the technical, financial and logistical capability of carrying out its responsibilities under this Contract.
18. **Right of Inspection.** District will permit the **grantee** to examine, audit and make and take away copies or reproductions of its books and records at reasonable times and limited in scope to records relevant to or bearing on the Project.
19. **Conditions Precedent.** This contract and all obligations hereunder are subject to the conditions that the EDA fully fund the expenditures associated with the Project sufficiently to allow the **grantee** to meet its obligations to the District hereunder.

## PROFESSIONAL SERVICES CONTRACT

### PART V – DESIGNATED REPRESENTATIVES

The following are hereby designated as representatives for the Administrator and Project Parties for purposes of this Contract, and any notice required by its terms or made necessary pursuant to the performance of the Contract should be made to the attention of these designated representatives:

#### **Name of Organization**

Name

Title

2424 Boxwood St., Ste. 125

Harlingen, TX 78550

(956) 216-5081

Email

#### **Name of Organization**

Name

Title

2424 Boxwood St., Ste. 125

Harlingen, TX 78550

(956) 216-5081

Email

#### **Lower Rio Grande Valley Economic Development District**

Manuel Cruz

Executive Director

Lower Rio Grande Valley Development Council

301 W. Railroad Street

Weslaco, Texas 78596

(956) 682-3481

[mcruz@lrgvdc.org](mailto:mcruz@lrgvdc.org)

#### **Lower Rio Grande Valley Economic Development District**

Valerie Ramos

Program Manager I

Lower Rio Grande Valley Development Council

301 W. Railroad Street

Weslaco, Texas 78596

(956) 682-3481

[vramos@lrgvdc.org](mailto:vramos@lrgvdc.org)

**Notices**

Except in the case of notices and other communications expressly permitted to be given by telephone, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail, or sent by fax or electronic communication as follows:

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by fax shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications shall be effective when received.

## **10. Discussion and Action: Signage Grant, Armendariz and Salazar**

# Memo

**To:** DCM Board of Directors  
**From:** Zefra Mascorro, Administrative Coordinator  
**CC:** File  
**Date:** 2/16/2024  
**Re:** Signage Grant Program

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The following businesses have turned in their applications for the Signage Grant Program.  
Please see attached.

Recommendation: Will of the board.

Submitted	Business Name	Address	3 Quotes	Eligible	Sales Tax Certificate	BOARD MEETING 11/15/2023				Total Requested	Total Approved	Notes
						CO	Business License	Liens	Mercedes Vendor			
12/14/2024	Rick Armendariz State Farm Insurance	131 N. Texas Ave	Yes	Yes	No	Yes	Yes	No	Yes	\$ 4,400.00		Q1:\$4,400 Q2:\$6,890.11 Q3:\$3,139.25
2/15/2024	Bareknuckle Tattoo and Barbershop	337 N. Texas Ave	No	Yes	No	No	No	No	No			Q1:\$4,500 Q2:\$6,278.50 Q3:\$4,200.00
	Elsy's Jewlery	134 N. Texas	No	Yes	No	No	No	No				Working on 2 Quotes and required docs.
	Lonestar Laundry	333 N. Texas Ave	No	Yes	No	No	No	No				Sent application and flyer by email
	1st Street Bar	404 W. 1st St.	No	Yes	No	No	No	No				Working on 2 Quotes and required docs.
	SG Pink n Polish	337 N. Texas Ave	No	Yes	No	No	No	No				Working on 3 Quotes and required docs.
	De La Garza Bakery	230 N. Texas Ave	No	Yes	No	No	No	No				Working on 2 Quotes and required docs.
	El Penix Café	126 N. Texas Ave	No	Yes	No	No	No	No				Have not rescheduled appointments or answered calls
	Santa Cruz Centro De Adultos	157 N. Texas Ave	No	Yes	No	No	No	No				Main office has not approved participation
	Mil Casa Restaurant	169 N. Texas Ave	No	Yes	No	No	No	No				Working on 3 Quotes and required docs.
	Los Comales	151 1/2 N. Texas	No	Yes	No	No	No	No				Working on 2 Quotes and required docs.
	May's Hair Salon	150 N. Texas Ave	No	Yes	No	No	No	No				Owner out of town returns next week
	RGV Bio Med Xpress DME LLC	2305. Texas Ave	No	Yes	No	No	No	No				Landlord decided not to participate in grant program
	Mercedes Market	502 S. Texas Ave	No	Yes	No	No	No	No				Working on 3 Quotes and required docs.
	Easy Learning Preschoolers		No	Yes	No	No	No	No				Working on 3 Quotes and required docs.
	Mary's Hair Salon		No	Yes	No	No	No	No				Working on 3 Quotes and required docs.
	Midtown Plaza	242 S. Texas Ave	No	Yes	No	No	No	No				Working on 3 Quotes and required docs.

Approved Total	\$	70,000.00
Budget	\$	70,000.00
Remaining	\$	70,000.00

# CITY OF MERCEDES BUSINESS LICENSE & CERTIFICATE OF OCCUPANCY


(NON-TRANSFERABLE)

## STATE FARM INSURANCE

LICENSE No.: 0004027  
ISSUED TO: STATE FARM INSURANCE  
ADDRESS: 131 N TEXAS AVE  
MERCEDES TX 78570  
EXPIRES: 1/10/2025

- ⬇ This structure was inspected and found to comply with all the adopted codes at the time this structure was constructed.
- ⬇ The City of Mercedes has found this structure to be safe for occupancy.



  
Alvaro De Leon, Building Official



**DEVELOPMENT CORPORATION OF MERCEDES**  
**Signage Improvement Program Application**

Please return completed application with necessary attachments and signature to Development Corporation of Mercedes, 320 S. Ohio, Mercedes, Texas. If you have any application questions, please contact the DCM staff at 956.565.2230.

Applicant Name	Rick Armendariz	Date	11/17/23
Business Name	State Farm Insurance		
Mailing Address	131 N. Texas Ave Mercedes, TX 78570		
Contact Phone	956-455-8948		
Email Address	armendarizrick@yahoo.com		
Building Owner (if different than applicant)	Mario B. Dominguez		
Historical/Current Building Name			
Project Site/Address	131 N. Texas Ave. Mercedes, TX 78570		

Details of Planned Improvements relating Grant Request (attach additional information if necessary)

~~Reface-Replace~~ deteriorating sign and upgrade sign to LED modules. The sign is an existing single sided sign. Also, need to reface tenant double sided ~~and~~ pylon sign.

(Would prefer to use Mercedes business EZ signs for work completed.)

TOTAL COST OF PROPOSED PROJECT

\$ 4,400.

TOTAL GRANT REQUEST

\$ \_\_\_\_\_

*Attach with final design drawings and photographs of building's exterior Facade.*

Picard  
Applicant Signature

12/14/23  
Date

## EZ Signs & Electrical Services

402 S Illinois Ave  
Mercedes, TX 78570  
Office # 956-294-1158  
Cell # 956-655-9277

**Bill To:**

RICK ARMENDARIZ  
STATE FARM OFFICE  
131 N TEXAS AVE  
MERCEDES, TX 78570 USA

## Quote

Number: SFRA120723

Date: December 07, 2023

STORE #	VENDOR #	PURCHASE ORDER #	INVOICE #

Description	Quantity	Price	Tax	Amount
UPGRADE ALL SIGNS				
REFACE SINGLE SIDE OFFICE FRONT SIGN WITH CUSTOMER APPROVE LOGO. ( 48"X144").				
RETROFIT LIGHTING TO LED MODULES.	1.00	2,900.00		2,900.00
REFACE DOUBLE SIDE SIGN ON MULTI TANENT SIGN				
RETROFIT LIGHTING TO LED MODULES.	2.00	250.00		500.00
CLOUD SIGN BY TEXAS AVE. CLEAN UP INSIDE & OUTSIDE OF SIGN. RETROFIT LIGHTING TO LED MODULES.	1.00	1,000.00		1,000.00
COMPLETED AND WORKING				
Sub-Total				\$4,400.00
State Tax 8.25% on 0.00				0.00
Total				\$4,400.00

Thanks  
EZ

The Grafik Spot LLC  
 1265 N. Expressway 83  
 BROWNSVILLE, TX 78520  
 (956) 621-0381  
 billingdept@thegrafikspot.net  
 www.thegrafikspot.net



Quote

ADDRESS

Isela Rodriguez  
 State Farm Rick Armendariz  
 800 e Alton Gloor Ste d  
 Brownsville, Tx 78521

SHIP TO

Isela Rodriguez  
 State Farm Rick Armendariz  
 800 e Alton Gloor Ste d  
 Brownsville, Tx 78521

QUOTE #	DATE
12796	12/14/2023

ACTIVITY	QTY	RATE	AMOUNT
<b>signs</b> NEW Face + 3M3630 Translucent Vinyl Existing Wall Cabinet Sign - Approx. 4' x 12' (FRONT ENTRANCE)	1	875.00	875.00T
<b>signs</b> NEW LED & Electrical Components Existing Wall Cabinet Sign - Approx. 4' x 12' (FRONT ENTRANCE)	1	725.00	725.00T
<b>signs</b> New Faces + 3M3630 Translucent Vinyl Multi- Tenant Sign - Approx. 2' x 3'	1	250.00	250.00T
<b>signs</b> RETROFIT NEW LED & Electrical Components Existing Multi-Tenant Sign - Approx. 7' x 6'	1	995.00	995.00T
<b>signs</b> NEW LED Front-Illuminated Channel Letter Sign	1	3,520.00	3,520.00T

Artwork must be approved by the client ,before a job can be entered into production.  
 Please be sure to double-check design, spelling, grammar and layout before approving artwork. If a proof containing errors and is approved by the client, the client is responsible for payment of all original costs of printing,no refunds or claims accepted. The image sent for approval is only a representation of design and color scheme, colors may vary upon print.

SUBTOTAL	6,365.00
TAX	525.11
<b>TOTAL</b>	<b>\$6,890.11</b>

Accepted By

Accepted Date

ALL PAYMENTS AND DEPOSITS ARE NON-REFUNDABLE. ONLY INSTORE CREDIT.

Digital Print and Advertising  
2900 Central Blvd Ste B  
Brownsville, TX 78520 US  
(956) 336-7276  
oscar.digital@outlook.com

## Estimate 1083

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**ADDRESS**

Mr Rick

DATE  
12/08/2023

TOTAL  
\$3,139.25

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DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Sales</b>	2 Signs face cahnge Poly carbon 2 New electrical wiring 2 New leads 2 electrical Transformer Maintance	2	1,450.00	2,900.00T

SUBTOTAL	2,900.00
TAX	239.25

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TOTAL	\$3,139.25
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THANK YOU.

Accepted By

Accepted Date

# CITY OF MERCEDES BUSINESS LICENSE & CERTIFICATE OF OCCUPANCY

(NON-TRANSFERABLE)

## BAREKNUCKLE TATTOO & BARBERSHO

LICENSE No.: 9913459  
ISSUED TO: BAREKNUCKLE TATTOO & BARBERSHO  
ADDRESS: 337 N TEXAS AVE  
MERCEDES TX 78570  
EXPIRES: 10/16/2024

- ⚠ This structure was inspected and found to comply with all the adopted codes at the time this structure was constructed.
- ⚠ The City of Mercedes has found this structure to be safe for occupancy.



Alvaro De Leon, Building Official



**DEVELOPMENT CORPORATION OF MERCEDES**  
**Signage Improvement Program Application**

Please return completed application with necessary attachments and signature to Development Corporation of Mercedes, 320 S. Ohio, Mercedes, Texas. If you have any application questions, please contact the DCM staff at 956.565.2230.

<b>Applicant Name</b>	<b>Date</b>
Mario Salazar	2/15/2024
<b>Business Name</b>	
Bareknuckle Tattoo & Barbershop	
<b>Mailing Address</b>	
Mario Salazar 300 Taucan Ave McAllen, Tx 78504	
<b>Contact Phone</b>	
956-309-2014	
<b>Email Address</b>	
mario.salazar@yahoo.com	
<b>Building Owner (if different than applicant)</b>	
Donald	
<b>Historical/Current Building Name</b>	
Bareknuckle	
<b>Project Site/Address</b>	
337 North Texas Ave, Mercedes, Tx 78570	

**Details of Planned Improvements relating Grant Request (attach additional information if necessary)**

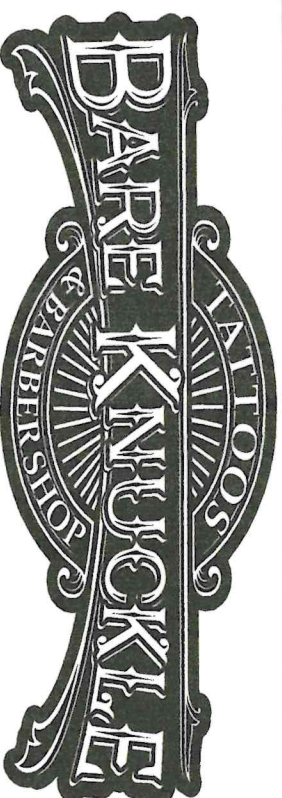
Request Sign to attract more business at my location & have NO Franchise Sign.





TATTOOS  
HAIR CUT  
BEARD  
PIERCING

4'x8'



# INVOICE

**FIRST CLASS  
SIGNS**

**BILL TO**

BARE KNUCKLE TATTOOS  
AND BARBERSHOP  
337 N TEXAS AVE  
MERCEDES, TX 78570

**LOCATION**

337 N TEXAS AVE  
MERCEDES, TX 78570

**INVOICE#**

US-253642

**INVOICE DATE**

1/02/2024

**P.O.#**

23122019

**DUE DATE**

1-15-24

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
01	CHANNEL BOX SIGN-ACRYLIC WITH CUT VINYL	\$5,800	\$5,800

SUBTOTAL \$5,800

TAX \$478.50

**SUBTOTAL \$6278.50**

Thank you



<b>DATE</b>	<b>INVOICE NO.</b>
1/30/24	00541

CAMPAIGN & MONTH	
SIGN	

**(956) 342-7421 • HectorOrozco13@gmail.com • SignsStickersAndMore.com**  
**Make check Payable to: Hector Orozco • 807 Chickadee Ave. Pharr, TX 78577**



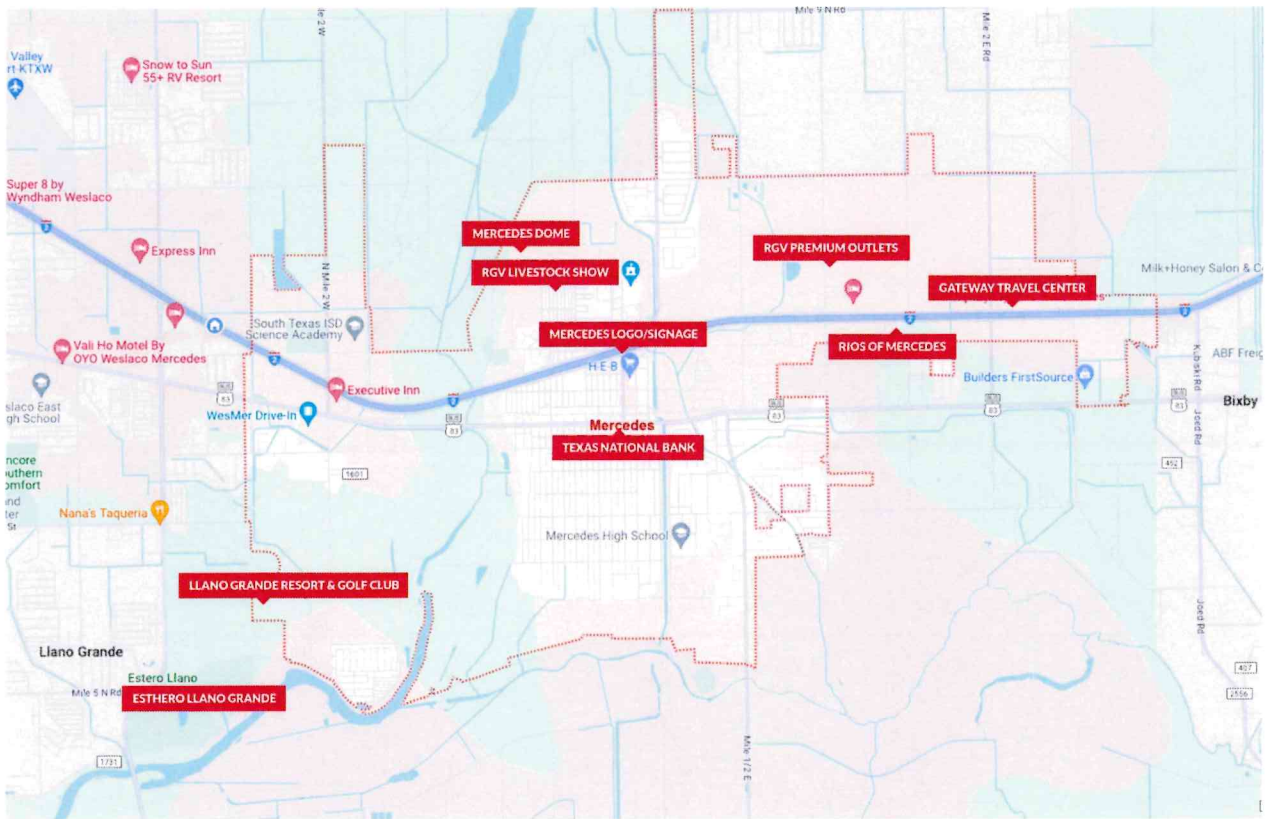
## **11.Discussion and Action: ViewPoint**

# Memo

**To:** DCM Board of Directors  
**From:** Melissa Ramirez, Executive Director  
**CC:** File  
**Date:** 2/15/2024  
**Re:** Viewpoint

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Staff is working the script with production. Production recommended an extra day of filming as some shots include a live environment. Please see list of shots below. An extra day of filming would cost \$3K.



Recommendation: Approve

## **12. Discussion and Action: Tabled Items**

**13. Executive Session: Section 551.087: Economic development negotiations with Project Knights, Project STM, Project ASHTI, Project Arts, Project QSR, Project M30, Project 150, Project M2, Project Cruz, Project M. Carrillo, Project Bert Ogden, Project A. Garcia, Project RGVLS, Project Mercedes Light Industrial Park, Project G. Schwarz, Project Coffee, Project Carwash, Project Rios, Project UT; Section 551.072 Real Estate: MERCEDES ORIGINAL TOWNSITE S130'-E150' BLK 10, and Section 551.071: pending legal issues with delinquent loans and on any regular agenda item requiring confidential, attorney-client advice necessitated by the deliberation or discussion of said item as needed.**

## **14. Discussion and Action: Item #13**

## **15. Adjournment**