

**Development Corporation of Mercedes, Inc.  
& City of Mercedes  
SPECIAL CALLED JOINT MEETING  
June 25, 2026 at 6:00PM  
320 S. Ohio**

**Development Corporation of Mercedes, Inc.  
& City of Mercedes  
Joint Meeting Agenda  
June 25, 2026 at 6PM  
320 S Ohio**

NOTICE, is hereby given that the Development Corporation of Mercedes, Inc. & City of Mercedes will be holding a **Special Called Joint Meeting** on **Thursday, June 25, 2026 at 6:00PM** at the **Development Corporation of Mercedes at 320 South Ohio** for the purpose of considering and taking formal action regarding the following items:

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1. Call meeting to order
2. Establish Quorum
3. Invocation
4. Pledge of Allegiance
5. Open Forum
6. Discussion and Action: HSA
7. Discussion and Action: Series 2007 Bond Payoff
8. Executive Session: Section 551.087: Economic development negotiations with Project A. Gonzalez, Project R. Lozano, Project N. Dosser, Project R30, Project Blue, Project J. San Miguel, Project A. Rosas, Project OG, Project Travel Center, Project Anchor, Project American Legion, Project Hinojosa, Project Trevino, Project Sanchez, Project Bert Ogden, Project Kamel, Project M30, Project Food, Project M. Rivera, Project PE, Project Petro, Project More, Project ZIWA, Project Gomez, Project Stay, Project ASHTI, Project Arts, Project QSR, Project 150, Project M2, Project Cruz, Project RGVLS, Project G. Schwarz, Project Coffee, Project Carwash, Project Rios and Project UT, Section 551.071(1): consultation with legal counsel regarding pending litigation with TVCF, 551.071(2): to receive legal opinions protected by the attorney client communications privilege, pending legal issues, and on any regular agenda item requiring confidential, attorney-client advice necessitated by the deliberation or discussion of said item as needed and 551.072: deliberation regarding real property.
9. Discussion and Action: Items discussed in executive session relating to active pending litigation pursuant to Texas Government Code 551.071(1)
10. Discussion and Action: Items discussed in executive session pursuant to Texas Government Code 551.072 regarding assertion of city interest in real property and regarding clearing title to real property owned by the City of Mercedes and/or The Development Corporation of Mercedes
11. Discussion and Action: Item #8
12. Adjournment

The Board of Directors reserves the right to go into Executive Session at any time during the meeting to consult with its attorney in accordance with Section 551.071; deliberate the purchase or sale of real property in accordance with Section 551.072; deliberate personnel matters in accordance with Section 551.074; and/or deliberate economic development negotiations in accordance with Section 551.087. This notice is given in accordance with Vernon's Texas Code Annotated, Texas Government Code, Section 551.001 et. seq.

I hereby certify this Notice of a Meeting of the Development Corporation of Mercedes & City of Mercedes was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Mercedes, located at 400 S Ohio, visible and accessible to the general public during and after working hours. This notice was posted on the 18<sup>th</sup> day of June 2026 at 11:45AM. and will remain so posted continuously for at least 3 business days proceeding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

ATTEST:



Melissa Ramirez, Development Corporation of Mercedes

# **1. Call meeting to order**

## **2. Establish Quorum**

### **3. Invocation**

## **4. Pledge of Allegiance**

## 5. Open Forum

## **6. Discussion and Action: HSA**

# Memo

**To:** DCM Board of Directors

**From:** Melissa Ramirez, Executive Director

**CC:** File

**Date:** 6/16/2026

**Re:** Heath Savings Account (HSA)

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A Health Savings Account is a tax-advantage personal saving account used to pay for qualified medical expenses. Participants must be enrolled in a high deductible health plan (HDHP). A HDHP is defined as a deductible of at least \$1,700 for individuals and \$3,400 for families. The current deductible is \$8,200 for individuals and \$16,500 for families. Staff is eligible to enroll in an HSA.

Many employers contribute to employee HAS' to help cover medical costs. These contributions are entirely tax-free but count toward your overall IRS annual limit (\$4,400). Employers are not legally required to contribute, but those that do often match employee contributions or deposit a flat amount.

Recommendation: Contribute a flat amount to each employee's HSA.

## **7. Discussion and Action: Series 2007 Bond Payoff**

# Memo

**To:** DCM Board of Directors  
**From:** Melissa Ramirez, Executive Director  
**CC:** File  
**Date:** 6/5/2026  
**Re:** Series 2007 Bond Payoff

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The payoff for the Series 2007 Bond is \$528,872.50. This would cover the principle payments due in 2026 and 2027 as well as accrued interest. This payoff amount is valid until June 30, 2026; it will vary by \$60/day if unpaid.

The DCM has already accounted for the principal payment this year, \$255,000. The Bond Reserve Fund has a balance of \$279,354.31. The DCM can utilize the Bond Reserve Fund to pay the remaining funds owed. This will not affect the budget.

Recommendation: Payoff the Series 2007 Bond.



PAYOFF STATEMENT

TO: City of Mercedes Economic Development Corporation, The  
320 S Ohio Ave  
Mercedes TX 78570

RE: Loan Agreement, dated as of Aug 15, 2007, by and among City of Mercedes Economic Development Corporation, The (the "Borrower"), and Bank of America, N.A. (the "Bank") (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Loan Agreement"; and together with all documents related thereto, the "Loan Documents")

BOFA LOAN NO: DEVELOPMEN00006

DATE: Jun 3, 2026

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PAYOFF STATEMENT

Provided below is the payoff statement, as of Jun 30, 2026 (the "Payoff Date"), for the outstanding loans and other obligations owing by the Borrower pursuant to the terms of the Loan Agreement.

The outstanding amount owing under the Loan Agreement, if paid, in immediately available funds (which, if payment is by check, shall be when the check has been honored by the financial institution on which it is drawn), on the Payoff Date by 2:00p.m. (Eastern Time) (the "Payoff Time") is as follows (together with any Per Diem Amount the "Payoff Amount"):

Principal:	\$520,000.00
Interest:	\$8,872.50
Unused Commitment Fee:	\$0.00
Prepayment Fees:	\$0.00

Payoff Amount: \$528,872.50

The "Paid Date" shall mean the date that the Payoff Amount is received by the Bank in accordance with the terms of this payoff statement.

If payment of the Payoff Amount is not made by the Payoff Time on the Payoff Date, the Payoff Amount will be recalculated to include an additional \$65.72 per day for each day thereafter to and including the date of payment (the "Per Diem Amount"). This payoff statement is valid through the earlier to occur of (a) Jul 10, 2026, (b) any additional advance or payment is made or other charge is incurred under the Loan Documents and (c) if the interest rate is variable, any change in the interest rate

The Payoff Amount also assumes that any letters of credit issued under the Loan Agreement shall be cancelled and returned to the Bank prior to the Paid Date.

The Payoff Amount should be forwarded pursuant to the below:

Wiring Instructions:

Bank of America, N.A  
ABA# 026009593  
ACCOUNT# 1365840632100  
Reference: City of Mercedes Economic  
Development Corporation, The -  
DEVELOPMEN00006  
ATTN: BL OPERATIONS  
Bank to Bank Instructions: LOAN WIRE ACCOUNT

\*Mailing Address:

Bank of America N.A.  
Attn: Transaction Processing/Payoffs  
Mail Stop: FL9-200-02-08  
9000 Southside Blvd Bldg 200  
Jacksonville FL 32256

\*If the Payoff Amount is sent by check, please reference the Borrower Name and the Loan Number with such payment.

Subject to the receipt by the Bank of the Payoff Amount, which receipt, unless otherwise agreed to in writing by Borrower and Bank, shall constitute a termination of all commitments and other obligations of the Bank under the Loan Documents to extend credit to Borrower, the Bank agrees that:

- (a) all obligations of the Borrower under the Loan Agreement (other than (i) contingent obligations, including without limitation, indemnities, under the Loan Agreement or other Loan Documents which, by their express terms, survive termination of the Loan Agreement or such Loan Document; (ii) to the extent not paid, any obligation of Borrower to reimburse the Bank for fees and expenses of counsel to the Bank in connection with this payoff and the Loan Agreement and the other Loan Documents) shall be paid in full and terminated;
- (b) all guarantees (if any) guaranteeing only Borrower's obligations to the Bank under the Loan Agreement and other Loan Documents shall be terminated (other than contingent obligations, including, without limitation, indemnities which by their express terms, survive termination of such guaranty); and
- (c) Any security interest or lien granted to the Bank (if any) securing amounts owing solely under the Loan Agreement or other Loan Documents shall automatically terminate.

At the expense of the Borrower (it being understood and agreed that such expense may be in addition to the amounts included in the Payoff Amount), the Bank will, upon receipt of the Payoff Amount in immediately available funds and receipt of any further written confirmation requested by the Bank that all obligations and commitments of the Bank to extend credit under the Loan Documents have been terminated, (a) execute and deliver to the Borrower (or any designee of the Borrower) any such lien releases, mortgage releases, discharges of security interests, pledges and guarantees and other similar discharge or release documents, as are reasonably requested and necessary to release, as of record, the security interests and liens (if any) previously filed by the Bank under the Loan Documents and (b) deliver to the Borrower (or any designee of the Borrower) all instruments (if any) evidencing pledged debt and all equity certificates and any other similar collateral previously delivered to the Bank securing solely the Loan Documents; provided that any lien, security interest, mortgage or other security interest or guarantee securing the Loan Documents shall not be released or terminated to the extent such lien, security interest, mortgage or other security interest or guarantee also secures or guarantees other obligations owing to the Bank

Notwithstanding the terms of this payoff statement to the contrary, if the Bank determines that an amount that was due and payable under the Loan Documents was mistakenly excluded from the Payoff Amount, the Borrower shall remain obligated to pay such excluded amount after the Bank provides evidence to the Borrower that such excluded amount was due and payable.

If you have any further questions pertaining to this matter, please call at (888)-852-5000 .

BANK OF AMERICA, N.A.

Commercial Credit Fulfillment & Operations Loan Servicing Cc: Woodruff, Barnard O

**8. Executive Session: Section 551.087: Economic development negotiations with Project A. Gonzalez, Project R. Lozano, Project N. Dosser, Project R30, Project Blue, Project J. San Miguel, Project A. Rosas, Project OG, Project Travel Center, Project American Legion, Project Hinojosa, Project Trevino, Project Sanchez, Project Bert Ogden, Project Kamel, Project M30, Project Food, Project M. Rivera, Project PE, Project Petro, Project More, Project ZIWA, Project Gomez, Project Stay, Project ASHTI, Project Arts, Project QSR, Project 150, Project M2, Project Cruz, Project RGVLS, Project G. Schwarz, Project Coffee, Project Carwash, Project Rios and Project UT,**

**9. Discussion and Action: Items discussed in  
executive session relating to active pending  
litigation pursuant to Texas Government Code  
551.071 (1)**

**10. Discussion and Action: Items discussed in executive session pursuant to Texas Government Code 551.072 regarding assertion of city interest in real property and regarding clearing title to real property owned by the City of Mercedes and/or The Development Corporation of Mercedes**

## **11. Discussion and Action: Item #8**

## **12. Adjournment**