
MERCEDES CITY COMMISSION
REGULAR MEETING
JUNE 3, 2025 – 6:30 PM
MERCEDES CITY HALL – COMMISSION CHAMBERS
400 S. OHIO AVE., MERCEDES, TX 78570

“At any time during the course of this meeting, the City Commission may retire to Executive Session under Texas Government Code 551.071(2) to confer with its legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at any time during the course of this meeting, the City Commission may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code.”

1. **Call Meeting to Order**
2. **Establish Quorum**
3. **Invocation**
4. **Pledge of Allegiance**
5. **Open Forum**
6. **Presentation**
 - a. Recognition for Mercedes High School Softball Team
 - b. Proclamation for Camargo Boots
 - c. Presentation by the LRGVDC - Public Safety's LISTO RGV
7. **Consent Agenda**
 - a. Approval of Minutes for Meeting(s) held May 27, 2025
 - b. Second and Final Reading of Ordinance 2025-14 amending the Construction, Placement and Excavation in Right-of-Way
8. **Management Items:** Present, discuss, consider and possibly take action regarding:
 - a. First Public Hearing for the Voluntary Annexation of Arturo Palacios
9. **Ordinances/Resolutions**
10. **Bids/Contracts**
 - a. Approval of contract renewal with South Texas Bright Water Solutions for 3 months
 - b. Approval of Settlement Agreement with the Outlet Mall
11. **Executive Session: Chapter 551, Texas Government Code, Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel Matters) and Section 551.087 (Economic Development)**
 - a. Discussion with City Manager regarding personnel matters - Section 551.074
 - b. Consultation with Attorney regarding update on litigation - Section 551.071
 - c. Discussion regarding Project Cruz - Section 551.087
 - d. Discussion regarding Project Arts - Section 551.087

12. Open Session

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

13. Adjournment

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a Regular Meeting on Tuesday, June 3, 2025 at 6:30 PM. Said meeting will be conducted in the Commission Chambers of the City Hall located at 400 S. Ohio, Mercedes, Texas for the purpose of considering and taking formal action regarding the items listed above. This notice is given in accordance with Vernon's Texas Codes Annotated, Texas Government Code, Section 551.001 et. Seq.

WITNESS MY HAND AND SEAL OF THE CITY THIS 30TH DAY OF MAY, 2025.

ATTEST:



Joselynn Castillo, City Secretary
Time of Posting: 5:15 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.

SAVE THE DATE

HOSTED AT THE MARGARITAVILLE HOTEL
AT SOUTH PADRE ISLAND



*TCOLE CREDIT PROVIDED BY THE LRGV ACADEMY

*BEHAVIORAL HEALTH HOURS PROVIDED BY
BEHAVIORAL HEALTH SOLUTIONS

FOR REGISTRATION INFORMATION PLEASE EMAIL:



LISTO.RGV@LRGVDC.ORG



SCAN FOR
HOTEL
REGISTRATION





September 24-26, 2025

Early Bird Registration:
March 3-April 18, 2025

Payment is due no later than
August 30, 2025.

Please make checks payable to:
Lower Rio Grande Valley Development Council

Attn: Finance Dept /Accounts Payable
Listo RGV

Lower Rio Grande Valley
Development Council 301
W. Railroad St.
Weslaco TX 78596
501(c)(3)

For all payment questions, please contact:
listo.rgv@lrgvdc.org

Lower Rio Grande
Valley Development
Council 301 W.
Railroad St.
Weslaco, TX 78596
(956) 682-3481 exts
411, 195, 177, 157
listo.rgv@lrgvdc.org

Special Accommodations available
upon request. Please email
listo.rgv@lrgvdc.org on
accommodations needed

LRGVDC Listo RGV Individual Registration Sign Up

MARGARITAVILLE BEACH RESORT
SOUTH PADRE ISLAND
310 PADRE BLVD,
SOUTH PADRE ISLAND, TX 78597

Name:		
Address:		
City:	State:	Zip:
Contact Person:		
Office Phone:	Cell Phone:	
Contact Email:		

*TCOLE hours provided during conference hours, please have PID information available during the conference

*Mental health CEUs provided during conference hours, please have license number or registered email available during the conference

For registration total, please include the number of passes need:

_____ \$75 – Early Bird Registration Pass

_____ \$100 – Standard Registration Pass

Example: 2 Early Bird Passes x \$75 = \$150

Example: 3 Standard Passes x \$100 = \$300

One form per individual/group. Please send completed form to listo.rgv@lrgvdc.org

If paying for a group, please send this form along with a memo with first and last name of all attendees to listo.rgv@lrgvdc.org for confirmation.

- ☐ Please Invoice
☐ Check included in the amount of \$_____

Book you stay today at the Margaritaville Hotel and Resort at South Padre Island !

Click [Here](#) to book your stay!
Or Scan the QR Code with your mobile device !





Lower Rio Grande Valley Development Council
LISTO (Ready) RGV Conference 2025
Payment Authorization Form



Please complete all fields.

One form per individual/group, send completed form to
listo.rgv@lrgvdc.org

If paying for a group, please send this form along with a memo
with first and last name of all attendees to listo.rgv@lrgvdc.org

Credit Card - Payment Information

Payment Type: ☐ MasterCard ☐ VISA ☐ Discover ☐ AMEX
☐ Check ☐ Cash

Cardholder Name (as shown on card): _____

Card Number: _____ CVV _____

Expiration Date (mm/yy): _____

Cardholder ZIP Code (from credit card billing address): _____

Cardholder Email Address: _____

Payment Amount:

_____ \$75 – Early Bird Registration Fee Per Person

_____ \$100 – Standard Registration Fee Per Person

Example: 2 Early Bird Passes x \$75 = \$150

Example: 3 Standard Passes x \$100 = \$300

I _____ acknowledge that all credit card transactions will incur an additional 3% charge.

Cardholder Initial: _____

I, _____, authorize Lower Rio Grande Valley Development Council, Inc. to charge my credit card above for agreed upon purchases. I understand that my information will be saved to file for future transactions on my account.

For any questions or concerns kindly reach out to us via email at listo.rgv@lrgvdc.org for more information.

Attendee/Group Name: _____

Point of Contact Email: _____

Authorizing Person's Signature for Credit Card

Date



CONFERENCE ARRIVAL DAY

WEDNESDAY, SEPTEMBER 24, 2025

2:30 PM TO 6 PM

REGISTRATION, EXHIBITOR SET UP AND PREVIEW

- Details: September 24, 2025 Margaritaville Resort 1st Floor Lobby and Second Floor For Exhibitors



CONFERENCE DAY ONE

THURSDAY, SEPTEMBER 25, 2025

7:30 AM TO 12 PM

REGISTRATION

- Details: September 25, 2025 Margaritaville Resort 1st Floor Lobby

8:30 AM TO 9:15 AM

OPENING CEREMONIES - COMPASS ROSE BALL ROOM

- Welcoming by Master of Ceremonies: Tim Smith, Channel 5 News
- Presentation of Colors by the UTRGV Reserve Officer Training Corps and the National Anthem by: Pending
- Special Guest Speaker: Cameron County Judge Eddie Trevino
- Special Guest Speaker: Hidalgo County Judge Richard Cortez
- Special Guest Speaker: LRGVDC Board of Directors President
- A Word from the SPI Convention and Visitors Bureau:
- A Word from our Executive Director: Manuel Cruz
- A Word from the Event Coordinator: Cesar Merla

9:30 AM TO 10:30 AM

KEYNOTE SESSIONS

- Rosa Martinez, CA DVT-Domestic Violence Expert-Trauma Informed Care in the Aftermath of a Mass Casualty Incident (TCOLE: 2035, BH CEU) COMPASS BALL ROOM

10:30 AM TO 11:00 AM

EXHIBITORS SHOWCASE - 2ND FLOOR

11:00 AM TO 12:00 PM

BREAKOUT SESSIONS A

Session A1: Margarita Lopez, Director-LRGVDC Health and Human Services: Safe, Secure and Supported: Post-Disaster Strategies for Aging and Disability Communities (TCOLE: 3908, BH CEU)

- Room: A

Session A2: Rosa Martinez, CA DVT, Domestic Violence Expert-Advanced Safety Planning for Victims of Family Violence (TCOLE: 2035, BH CEU)

- Room: CD

Session A3: Roxanne Ramirez LCSW-S, Hilda Salinas, Ass't Chief of Staff, Mental Health Coalition Office of the Hidalgo County Judge-Weathering the Storm: Managing stress and feeding the family during challenging times. (TCOLE: 3871, BH CEU)

- Room: Fins

Session A4: Stephanie Champion LPC, CTP, C-DBT, Director-Sage counseling Service Edinburg: Healing After a Crisis-The Role of Therapy and Self-Care (TCOLE: 3844, BH CEU)

- Room: Hemisphere

12:00 PM TO 1:30 PM

LUNCH BREAK - INDIVIDUAL



2025 2ND ANNUAL LRGVDC LISTO RGV CONFERENCE
THURSDAY, SEPTEMBER 25TH & FRIDAY, SEPTEMBER 26TH, 2025 AT SOUTH PADRE ISLAND MARGARITAVILLE



CONFERENCE DAY ONE

THURSDAY, SEPTEMBER 25, 2025

1:30 PM TO 2:30 PM

BREAKOUT SESSIONS B

Session B1: Jayni Saenz-Texas Division of Emergency Management: Continuity of Operations Planning (TCOLE: 3881)

- Room: A

Session B2: Fire Chief Gus Ramirez, Alton Fire Department: Signs of Human Trafficking in Healthcare Settings (TCOLE: 6050, BH CEU)

- Room: CD

Session B3: Barry Goldsmith, National Oceanic and Atmospheric Association-The Storm May be Over, but the Readiness Remains: National Weather Service Decision Support During Recovery (TCOLE: 3881)

- Room: HEMISPHERE

Session B4: Cassandra Bravo, DHR Injury Prevention-Injury Prevention During Emergencies and Disasters (TCOLE: 3881)

- Room: FINS

2:30PM TO 3:00 PM

EXHIBITORS SHOWCASE-2ND FLOOR

3:00 PM TO 4:00 PM

BREAKOUT SESSIONS C

Session C1: Melisa Gonzales-Rosas, LRGVDC Economic and Community Development: Overview of the Economic and Resiliency Plan

- Room: A

Session C2: Dennis Moreno, RGV911: Preparedness & Recovery-The Power of 911 & Mobile Medical Information (TCOLE: 3852)

- Room: CD

Session C3: Dr. Norma Villanueva, Nueva Luz Foundation-Mental Health Lifeline After a Critical Incident (TCOLE: 8882, BH CEU)

- Room: HEMISPHERE

Session C4: Amy Bayona, Chief of the Domestic Violence Unit, Office of the Criminal District Attorney Hidalgo County: Protective Orders After an Incident (TCOLE: 3108)

- Room: FINS

A BIG THANK YOU TO OUR SPEAKERS!



2025 2ND ANNUAL LRGVDC LISTO RGV CONFERENCE

THURSDAY, SEPTEMBER 25TH & FRIDAY, SEPTEMBER 26TH, 2025 AT SOUTH PADRE ISLAND MARGARITAVILLE

CONFERENCE DAY ONE

THURSDAY, SEPTEMBER 25, 2025

7:00 PM TO 8:30 PM

NETWORKING SOCIAL



CONFERENCE DAY TWO

FRIDAY, SEPTEMBER 26, 2025

8:30 AM TO 9:30 AM

SPECIAL SESSION-DEAF AND HARD OF HEARING CENTER

Special Session: Aliza Long and Felicia Cuellar-South Texas Deaf and Hard of Hearing Joint Taskforce Overview

- Room: A

10:00 AM TO 11:00 AM

BREAKOUT SESSIONS D

Session D1: Monica H. Sanchez, LCSW-S, ACPSS, PSS, Behavioral Health Solutions- Overdose Prevention: It takes More than Nalaxone (TCOLE: 2085, BH CEU)

- Room: A

Session D2: Leslie Sanchez-Seaton, Texas Division of Emergency Management-Bridging the Gap: Coordinating Recovery from the Ground Up (TCOLE: 3881)

- Room: CD

Session D3: Fire Chief Antonio Lopez, Weslaco Fire Department-Recovery, Lessons learned over the years (TCOLE: 3881)

- Room: HEMISPHERE

Session D4: Mayra Reyes Psychotherapist, MLR Therapy & Consulting Services PLLC-Mental Health Awareness & Resources for Essential Workers (TCOLE: 8882)

- Room: FINS

11:30 AM TO 12:30 PM

BREAKOUT SESSIONS E

Session E1: Jorge Rodriguez, Director Hope Center at Buckner Children and Family Service and Ivan Morales, Family Coach-Mobilizing Fathers in Disaster Preparedness (TCOLE: 3881)

- Room: A

Session E2: Lidia Fonseca PhD, Executive Director Valley Association of Independent Living-Empowering Resilience: CMIST Framework for Disability Self-Determination in Emergency Management.

- Room: CD

Session E3: Ruben Pequeno, Investigator Office of the Hidalgo County District Attorney-Trauma Informed Sexual Assault Investigation (TCOLE: 1735)

- Room: HEMISPHERE

Session E4: Derek Rivera, Owner of Mission Pawssible-Emergency Pet Preparedness and Recovery (TCOLE: 3881)

- Room: FINS

12:45 PM TO 1:15 PM

CLOSING CEREMONY-COMPASS ROSE BALL ROOM

A BIG THANK YOU TO OUR SPEAKERS!



2025 2ND ANNUAL LRGVDC LISTO RGV CONFERENCE
THURSDAY, SEPTEMBER 25TH & FRIDAY, SEPTEMBER 26TH, 2025 AT SOUTH PADRE ISLAND MARGARITAVILLE

A SPECIAL THANK YOU TO OUR SPONSORS!

PLATINUM SPONSORS



GOLD SPONSORS



SILVER SPONSORS



BRONZE SPONSORS

A BIG THANK YOU TO OUR EXHIBITORS AND VENDORS!



American
Foundation
for Suicide
Prevention
South Texas



2025 2ND ANNUAL LRGVDC LISTO RGV CONFERENCE
THURSDAY, SEPTEMBER 25TH & FRIDAY, SEPTEMBER 26TH, 2025 AT SOUTH PADRE ISLAND MARGARITAVILLE



**MERCEDES CITY COMMISSION
SPECIAL MEETING
MAY 27, 2025 – 6:30 PM
MERCEDES CITY HALL – COMMISSION CHAMBERS
400 S. OHIO AVE., MERCEDES, TX 78570**

MEMBERS PRESENT: Mayor Oscar Montoya
Commissioner Joe Martinez
Commissioner Jacob Howell
Commissioner Armando Garcia

MEMBERS ABSENT: Mayor Pro-Tem Ruben Saldana

STAFF PRESENT: Alberto Perez, City Manager
Joselynn Castillo, City Secretary
Martie Garcia Vela, City Attorney
Patricio Avila, Asst. City Manager
Kristine Longoria, Human Resources
Francisco Sanchez, Police Chief
Juan Vasquez, I.T Specialist
Tom Villagomez, Public Works Director
Marisol Vidales, Library Director
Armando Villela, Parks Director
Denisse Hernandez, Interim Planning Director

OTHERS PRESENT: Nellie Zamora, Martin Johnson, Eduardo Castellanos,

1. Call Meeting to Order

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

2. Establish Quorum

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

3. Invocation by Commissioner Martinez

4. Pledge of Allegiance by Commissioner Garcia

5. Open Forum

There were no residents signed up for open forum.

6. Presentation

- a. Presentation and discussion of proposed development by Santa Cruz properties (TIRZ)

Ms. Adriana Sarmiento addressed the Commission regarding a proposed residential development consisting of approximately 530 lots. The project will include roads, water, and sewer infrastructure built to City standards and will feature a centrally located city

park. The development is expected to significantly increase the City's property tax base. The developers are requesting the creation of a Tax Increment Reinvestment Zone (TIRZ) as an incentive to support the project.

Mr. Perez noted that the City would need to review the development plans in more detail, including the projected property tax revenue and the specific incentives being requested. The estimated property value is approximately \$250,000 per home, with annual property tax contributions anticipated accordingly. The project is planned to be completed in four phases over a three-to four-year period. The proposed homes will average 1,800 square feet in size, situated on 6,500-square-foot lots. The development site is located behind the outlet mall near Mile 8 and Mile 1 E.

Mayor Montoya clarified that the presentation was for discussion purposes only and that the next step would involve a meeting with the City Manager to further evaluate the proposal. Mr. Joel Quintanilla added that the development includes both single-family and some multi-family residential units. He also mentioned that discussions have been held with the drainage district regarding the inclusion of a detention pond to address drainage needs. Garage options include both single- and double-car designs. Mr. Quintanilla emphasized that their current request is solely to explore TIRZ incentives, and no action is required by the Commission at this time.

b. Presentation of proposed Disc Golf Course at Mercedes Dome.

Parks Director Armando Villela provided an update to the Commission regarding a proposed disc golf course at the Dome Park. He began by explaining the basic rules of the game and presented a layout for an 18-hole course. Mr. Villela highlighted several benefits of the project, including the ability to host tournaments, attract visitors to Mercedes, and offer sponsorship opportunities for each hole with visible sponsor markers. He noted that this would be the first disc golf course in the City of Mercedes.

Mr. Scott McFarlan, who has experience developing disc golf courses, also addressed the Commission. He shared his background in organizing disc golf events and mentioned that he typically draws around 50 players per event. He explained that the sport is flexible—playable individually or in groups—and emphasized its growing popularity. Mr. McFarlan also noted that the course could be registered on a national website, making it easy for players to locate and visit the course in Mercedes.

Commissioner Jose Martinez raised a point regarding the compatibility of the disc golf course with the existing Dome Park Master Plan. He also suggested that the Recreation Center promote the course to local youth, who could help introduce the game to their families and increase community participation.

Mr. Villela responded that the course design is flexible, with baskets that can be easily relocated to accommodate other park uses or future modifications.

Mayor Oscar Montoya expressed concern about limited parking at the Dome Park and recommended that a parking plan be developed as part of the proposal. Mr. Villela stated that they plan to pursue grant funding to support the project.

No action was required at this time.

c. Presentation by RGV Coalition of Drainage Advocates

Commissioner Martinez addressed the Commission regarding a flooding issue affecting the City of Mercedes and the broader Rio Grande Valley (RGV). He explained that the item was placed on the agenda to discuss the creation of a regional entity dedicated to addressing ongoing flood concerns across the Valley.

Ms. Jessica Garcia and Mr. JV Garcia, founders of a civilian advocacy group focused on flood mitigation, provided a presentation to the Commission. They shared the history and mission of their organization, which was formed by individuals directly impacted by flooding. The group is currently in the process of applying for 501(c)(4) nonprofit status. Their mission is to educate, engage, and advocate for improved drainage systems and infrastructure to reduce the impact of flooding across the region.

They noted that the Valley experiences five to ten significant rain events per year, contributing to increasing average annual losses. In response, they are promoting the establishment of an RGV Flood Control District, a regional initiative to prioritize funding and the construction of flood mitigation projects using natural watershed boundaries rather than political subdivisions.

Ms. Garcia explained how the watershed approach works, providing maps and outlining the benefits of managing drainage based on geographic rather than municipal lines. She referenced the Harris County Flood Control District as an example, which implements programs such as home buyouts for repeatedly flooded properties and maintains drainage infrastructure. However, Harris County is a single-county entity, whereas the RGV faces multi-county challenges requiring regional coordination.

The organization has already received support from the City of San Benito, City of Harlingen, and Senator Juan "Chuy" Hinojosa, all of whom have approved or expressed support for a resolution backing the concept of a regional flood control district.

They are now seeking support from the City of Mercedes in the form of a non-binding resolution, which would signal high-impact support with minimal legal commitment.

Commissioner Howell expressed his support for the organization's goals and approach. Commissioner Martinez reiterated the need for regional cooperation, emphasizing that flooding is a Valley-wide issue requiring joint action.

No action was required at this time.

7. Consent Agenda

- a. Approval of Minutes for Meeting(s) held May 6, 2025 & May 8, 2025
 - b. Approval of Second and Final Reading of Ordinance 2025-10 to Abandoned Drainage Easement at Mercedes Light Industrial Park Subdivision
 - c. Approval of Second and Final Reading of Ordinance 2025-11 amending the Conditional Use Permit Ordinance
 - d. Approval of Second and Final Reading of Ordinance 2025-12 amending the R-MH Zoning Ordinance
 - e. Approval of Non-Departmental Budget Amendment
- Commissioner Garcia motioned to approve all items under consent agenda. Commissioner Howell seconded. Upon a called vote, the motion passed unanimously.

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

- a. Adoption of Mercedes Police Department Policy 3.03 - Hiring Procedures
Items A through E were approved in one motion as stated in item E.
- b. Adoption of Mercedes Police Department Policy 3.21 - Personnel Files
Items A through E were approved in one motion as stated in item E.
- c. Adoption of Mercedes Police Department Policy 6.20 - Missing Person
Items A through E were approved in one motion as stated in item E.
- d. Adoption of Mercedes Police Department Policy 10.47 - Misconduct Allegations
Items A through E were approved in one motion as stated in item E.
- e. Adoption of Mercedes Police Department Policy 19.01 - Use of Force
Commissioner Howell motioned to approve item 8A through E with legal recommendations. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.
- f. Approval to accept the Voluntary Annexation Petition filed for Arturo Palacios Medina
Mr. Arturo Palacios Medina thanked the commission (spanish) for inviting him. He added that his location is on Business 83 and will have 5 staff members at this location. Commissioner Howell motioned to approve item 8F. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.
- g. Approval of Request by Mercedes Baskets Full Inc. for FY 2024-25

A representative from Mercedes Basketsful, Inc. addressed the Commission to request funding support. He shared that the organization has received 159 applications, with approximately 69% of clients seeking food assistance. On average, the organization serves over 300 families per month, and, since January, has been receiving an average of 15 new applications each month.

The representative expressed concern over food shortages, noting that Feeding America is currently frozen and the RGV Food Bank is experiencing low inventory, raising the possibility that the organization may have to suspend operations if the situation does not improve.

Mayor Montoya recommended issuing the requested \$20,000 in quarterly payments to mitigate risk in the event of an unexpected closure.

Commissioner Garcia motioned to approve the \$20,000 allocation in quarterly disbursements, and Commissioner Howell seconded the motion. Upon a called vote, the motion passed unanimously.

9. Ordinances/Resolutions

- a. Approval of First Reading of Ordinance 2025-14 amending the Construction, Placement and Excavation in Right-of-Way
Commissioner Martinez motioned to approve and forego the reading. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.
- b. Approval of Resolution 2025-14 regarding Civil Rights for the 2018 South Texas Floods CDBG-DR
Commissioner Martinez motioned to approve item 9B. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

10. Bids/Contracts

- a. Approval of Interlocal Cooperation Agreement for MVCPA Task Force

Chief Sanchez addressed the Commission regarding the interlocal agreement related to the task force. He informed the Commission that the City currently has an investigator assigned to the task force and expressed interest in continuing participation through the renewal of the agreement.

Commissioner Howell motioned to approve Item 10A, and Commissioner Garcia seconded the motion. Upon a called vote, the motion passed unanimously.

11. Monthly Departmental Reports

- a. Library, Planning, Rec Center, I.T., City Sec/HR, Parks, Finance, PW, PD
Monthly reports included for review only.

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

Commissioner Martinez motioned to go into executive session. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. The meeting went into executive session at 7:45 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

13. Open Session

Mayor Montoya called the meeting back to order at 8:32 P.M.

- a. Possible Action pertaining to executive session item A
No action was taken on this item.
- b. Possible Action pertaining to executive session item B
No action was taken on this item.
- c. Possible Action pertaining to executive session item C
No action was taken on this item.

14. Adjournment

Commissioner Martinez motioned to adjourn. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. The meeting adjourned at 8:32 P.M.

ORDINANCE NO. 2025-12

AN ORDINANCE AMENDING ORDINANCE NO. 2020-04, ADOPTED ON APRIL 7, 2020, BY THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS, ESTABLISHING REGULATIONS FOR CONSTRUCTIONS, PLACEMENT, AND EXCAVATION IN RIGHT-OF-WAY AND PUBLIC EASEMENTS; ADOPTING A FEE SCHEDULE FOR THE DAMAGE OF RIGHT-OF-WAY; PROVIDING PENALTIES FOR FAILURE TO COMPLY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, THIS ORDINANCE IS ADOPTED UNDER THE AUTHORITY OF THE CONSTITUTION AND THE LAWS OF THE STATES OF TEXAS AND IS HEREBY INCREMENTED AS PART OF THE CODE OF ORDINANCE OF THE CITY OF MERCEDES, TEXAS.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MERCEDES, COUNTY OF HIDALGO, STATE OF TEXAS, THAT: CONSTRUCTION, PLACEMENT AND EXCAVATION IN RIGHTS-OF-WAY

SECTION I. Definitions.

Alley means a minor traveled way which are used primarily for vehicular service access to the back or the side of properties otherwise abutting on a street.

Applicant means any person who seeks a permit for an excavation.

Backfill means excavation fill material meeting city-specified quality requirements or the placement thereof.

City means the City of Mercedes.

Construction standards means the City of Mercedes Standard Manual as they may be amended from time to time as approved by the city.

Contractor means any public or private person or organization, other than the city.

Emergency operations are defined as those operations and repairs necessary to prevent damage or injury to the health or safety of the public or any person and the work necessary to address a service interruption and requires written notice to the city when the contractual repair value exceeds fifty thousand dollars (\$50,000.00) or otherwise written notice to the public works department within twenty-four (24) hours to ensure compliance with this article of the code. Upgrading of facilities, new service installation and neighborhood improvement projects are not emergency operations.

Excavation means an activity that cuts, penetrates, or bores under any portion of the public way that has been improved with a paved surface for street, sidewalk, surface drainage, or related public transportation infrastructure purposes. The term includes but is not limited to, cutting, tunneling, jacking and boring, backfilling, restoring, repairing, and installing and maintaining a temporary surface in, the public way. The term does not include a transportation improvement; however, it does include excavations that are undertaken for the improvement or maintenance of publicly owned utility systems, such as water and wastewater lines and facilities. The term also does not include utility maintenance or other activities that are performed within already existing structures,

vaults, conduits, or cable ways that are located underneath street improvements, provided that any access required for the work is obtained through manholes, or other previously constructed entrances that may be utilized without cutting or penetrating any pavement or other street improvement.

Facility means any structure, device, or other thing whatsoever that may be installed or maintained in, on, within, under, over, or above a public way by an excavation.

Inspection means the inspection of an excavation by any person approved by the planning or public works director to determine compliance with this article.

New street means the paved portion of the right-of-way that has been constructed, reconstructed, or resurfaced with an asphalt overlay, hot in place recycling, full-depth reclamation, reconstruction or other structural street maintenance treatment. "New street" includes all concrete paved streets, streets constructed or structurally resurfaced during the preceding five (5) years.

Owner means a person, including the city, who is the owner or will, following the completion of the installation, become the owner of any facility that is installed or is proposed to be installed or maintained in the public way.

Permit means a permit issued under this article authorizing excavation in the right-of-way.

Permittee means any person or right-of-way user to whom a permit is issued to excavate a right-of-way.

Repair means the temporary or permanent construction work necessary to make the right-of-way useable.

Repair area means that area around an excavation where the pavement and sub-grade is impacted by an excavation.

Restoration means the process by which an excavated right-of-way and surrounding area, including pavement and foundation, is returned to the same condition, or better, than existed before the commencement of the work.

Resurfacing means any repaving, overlay, seal or reconstruction which creates a new pavement surface over the entire width of the street, excluding crack seals and localized base and pavement repairs.

Right-of-way or public right-of-way means the surface of, and the space above and below, any street, road, highway, freeway, lane, path, drainage way, channel, fee interest, public way or place, sidewalk, alley, boulevard, parkway, drive, or other easement now or hereafter held by the city or over which the city exercises any rights of management or control and shall include but not be limited to all easements now held, or hereafter held, by the city but shall specifically exclude private property.

Right-of-way (ROW) user means a person, its successors and assigns, that uses the right-of-way for purposes of work, excavation, provision of services, or to install, construct, maintain, repair facilities thereon, including, but not limited to, landowners and service providers.

Service means a commodity provided to a person by means of a delivery system that is comprised of facilities located or to be located in the right-of-way, including, but not limited to, gas, telephone, cable television, internet services, open video systems, alarm systems, steam, electric, water, telegraph, data transmission, petroleum pipelines, or sanitary sewage.

Street and sidewalk damage fee means the fee established by this article in addition to any other fee required by this code, and is in addition to a special backfill, compaction and pavement

replacement or other requirement imposed by this code or by the public works department as a condition of a permit.

Traffic-control device means a traffic sign, signal, cones, drums or barricades or markings that is placed and maintained in accordance with state law and this code.

Utility shall mean any privately or publicly owned entity which uses public rights-of-way to furnish to the public any general public service, including, without limitation, wastewater, gas, electricity, water, telephone, petroleum products, telegraph, heat, steam or chilled water, together with the equipment, structures, and appurtenances belonging to such entity and located within and near the right-of-way or easement.

(Ordinance 2020-04, sec. I, adopted 4/7/20)

SECTION II. RESPONSIBILITIES.

- (a) No person or entity shall commence any excavation, construction, or related work within the public right-of-way without first obtaining a permit from the Planning Department; failure to secure such permit prior to beginning work shall subject the responsible party to penalties as prescribed by this ordinance.
- (b) Any owner operating or hereafter installing and operating any utility within the right-of-way of any street or easement in the city, or any owner or contractor doing any repair in any street right-of-way shall do it in accordance with the terms and conditions of this article.
- (c) In the event of the abandonment, widening, repair, installation, construction, or reconstruction by or for the city, the county and/or the state department of transportation of any road, bridge, culvert, traffic signal, street light, water distribution system, sewage collection system, storm drain system, or any other city facility within a street right-of-way, the owner of any utility shall move, relocate, or renew such facility, upon request of the city, when necessary for public safety and welfare and when a suitable site is available, all at the cost and expense of the owner of such utility. The city will give as much advance notice to the affected utilities as possible to facilitate their planning.
- (d) Permit holder shall be responsible for maintaining the excavation site in a reasonably clean and litter-free condition. Any debris found at the excavation site, regardless of the source, must be removed immediately at no cost to the city. Gutters shall not be obstructed and storm drain inlets must be protected.
- (e) Permit holder or ROW user shall be responsible for any damage caused to the pavement by the operation of any equipment and shall repair such damages.
- (f) The permit holder or ROW user shall be fully responsible for safeguarding persons and property from damage or injury
- (g) A permit holder or ROW user is responsible for maintenance of all excavated areas. A permit holder or ROW user guarantees its work and shall maintain it for the remaining life of the street as defined in this article.
- (h) The permit holder, utility, or ROW user shall make the work site accessible to the city, and others as authorized by law, for inspection at all reasonable times during performance of the work.

(Ordinance 2020-04, sec. II, adopted 4/7/20)

SECTION III. APPLICATION.

(a) Prohibited activities.

- (1) It shall be unlawful for any person to excavate or cause an excavation within the city-owned right-of-way or easement unless the person is a permittee to whom a permit has been issued for the excavations pursuant to this article.
- (2) It shall be unlawful for a permittee to excavate or cause an excavation within the city-owned right-of-way or easement in violation of any term of a permit issued pursuant to this article.
- (3) It shall be unlawful for any permittee to fail to exhibit a permit upon request by a city employee, or designee.
- (4) It shall be unlawful for any permittee to fail to restore the public right-of-way or easement following excavation as required by this article.

(b) A permit for any excavation shall be obtained by the owner of the facility. If the owner of a facility will not be making the excavation with its own personnel, then the contractor retained to perform the work shall join with the owner as an applicant in obtaining the permit. Where two (2) or more related excavations are being performed as part of the same project, the application and permit may cover the related work, consistent with the regulations issued under this article.

(c) Applications for permits shall be in the form prescribed by the planning or public works director. Each application shall be submitted to the planning department, shall be signed by each applicant and shall include the following:

- (1) The name, assumed name, or business name, business type (corporation, partnership, individual/sole proprietor or other) of each applicant;
- (2) Each applicant's mailing address (and street address if different), telephone number, facsimile number, and e-mail address;
- (3) The location (including key map number), depth, length, and width of each excavation to be made in each block and/or intersection, which may alternatively be set forth on the provided drawings and specifications;
- (4) The purpose of the excavation, including a description of the facilities to be installed, maintained, and/or repaired;
- (5) The method of excavation;
- (6) The proposed excavation start date and duration;
- (7) A statement that each person executing the application is fully authorized to act on behalf of and bind his principal in executing and filing the application;
- (8) A statement that each applicant accepts and obligates itself to the following release and indemnification provisions:

RELEASE

PERMITTEE AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCES UNDER THE PERMIT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S ACTUAL OR ALLEGED JOINT OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

INDEMNIFICATION

PERMITTEE AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS PERMIT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- i. PERMITTEE'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', PRINCIPALS', OR SUBCONTRACTORS OF PERMITTEES' ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- ii. THE CITY'S AND PERMITTEE'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PERMITTEE IS IMMUNE FROM LIABILITY OR NOT; AND
- iii. THE CITY'S AND PERMITTEE'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PERMITTEE IS IMMUNE FROM LIABILITY OR NOT. PERMITTEE SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THE PERMIT AND FOR FOUR YEARS AFTER THE PERMIT TERMINATES. WHERE APPLICABLE, THE PROVISIONS OF SECTION 283.057 OF THE TEXAS LOCAL GOVERNMENT CODE SHALL CONTROL IN LIEU OF THE FOREGOING; ADDITIONALLY, TO THE EXTENT THAT THE FROM THE CITY, THE RELEASE AND INDEMNIFICATION PROVISIONS OF THE FRANCHISE SHALL CONTROL IN LIEU OF THE FOREGOING;

- (9) The name of the owner of the facility.
- (10) The twenty-four-hour telephone number at which each applicant's representative who will respond to emergencies may be contacted;
- (11) The name, mailing address, telephone number, facsimile number, and e-mail address of a person who is authorized to receive all notices authorized to be given by the city under this article to each applicant;

- (12) Confirmation that all materials necessary for construction will be on hand and ready for use so as not to delay the excavation;
 - (13) A transmittal number issued by the Texas One-Call Notification Center (811) evidencing that the applicant has complied with the Texas Underground Facility Damage Prevention and Safety Act, or an assurance that the transmittal number will be provided to the director before the excavation commences;
 - (14) Evidence of insurance;
 - (15) Drawings and specifications;
 - (16) The work warranty as required by this article;
 - (17) The nonrefundable application fee established pursuant to this article;
 - (18) The nonrefundable street damage fee established pursuant to this article if applicable.
- (d) An application for a permit for an excavation performed due to an emergency shall, in addition to the items required above, also include a written statement:
- (1) Explaining the basis for the emergency actions;
 - (2) Describing the excavation being performed;
 - (3) Describing any work remaining to be performed in the public right-of-way; and
 - (4) Stating the time and date when the emergency occurred.
- (e) Permits will be issued or denied within ten (10) days of application. Unless granted for a longer period, an excavation permit shall be valid for thirty (30) days and for the dates specified in the permit. The applicant may request the permit be valid for such longer period as may be necessary in the circumstances, in advance, as part of the application. The city may approve or deny the application for such extended permit period. No permittee may commence work before the permit start date or, except as provided herein, may continue working after the end date. If a permittee does not complete the work by the permit end date, the permittee must apply for and may receive a new right-of-way permit or a permit extension for additional time. This supplementary application must be submitted to the city prior to the permit end date.
- (f) An expedited permit may be requested and shall be issued within two (2) days of application upon a showing of good cause.
- (g) At the time the permit is issued, the applicant shall pay the nonrefundable fees required, pursuant to this article.
- (h) A permit issued under this article is personal to the permittee and may not be transferred to another person or used by any other person to perform the excavation authorized in the permit.
- (i) If a person performing construction fails to perform said construction in accordance with the conditions of the permit or the requirements of this article or existing ordinances of the city, the permit may be suspended and work stopped until such time as the person performing the work gives assurance to the city of his ability and intention to complete the work in accordance with the conditions of the permit and this article and the other ordinances of the city. Any stop work notice shall be delivered in writing to the representative of the person,

firm, or corporation performing the work and shall state the reasons for such notice.

- (j) For good cause not relating to any fault of the permittee in diligently prosecuting the excavation, the director may extend the number of days allowed in the permit for completion of the excavation. To obtain an extension, the permittee shall submit an application consequently, including the nonrefundable application fee established pursuant to this article and indicating the number of additional days needed for final completion. Extensions of time granted under this subsection shall be noted on the records regarding the permit.
 - (k) Newly constructed or reconstructed streets.
 - (1) Except as provided in subsection (2) below, no permit shall be issued for an excavation in any public street that has been constructed, reconstructed, repaved, or resurfaced in the preceding period of 5 years, as measured from the date of acceptance by the city. Owners shall determine alternative methods of making necessary repairs and facility installations to avoid excavations that are subject to this section.
 - (2) The public works director or designee, for good cause, shall grant a variance to an applicant for repair of existing utilities, to respond to emergencies, or to afford an owner the means to provide service to buildings that the owner has no other reasonable means of serving in the determination of the director. Variances shall be granted subject to special conditions that the director or designee determines to be appropriate to the requirements, additional soil compaction test reports, or any other requirements needed to restore the integrity of the public way to “as new” condition. In addition to the information provided on the application, applicant shall provide the following with respect to that part of the public way subject to this provision:
 - (A) Reason why the excavation was not performed before or when public way was paved;
 - (B) Reason why the excavation cannot be delayed until after the five-year period expires; and
 - (C) Reason why the excavation cannot be performed at another location or the owner’s need cannot be accomplished by a method that does not require excavation.
 - (3) Bona fide emergency utility repairs may be made as required.
 - (l) No permit shall be issued to any person who is in default or breach of any obligation to the city under this article on a prior permit or on a warranty obligation.
 - (m) Each violation of this article shall be punishable by a fine in accordance with the general penalty provided in section 1.01.009 of this code. Each day during which a violation continues shall be deemed a separate violation of this article.
- (Ordinance 2020-04, sec. III, adopted 4/7/20; Ordinance adopting 2022 Code)

SECTION IV. FEES.

- (a) Fee schedules. Fees shall be in the amount provided in the fee schedule in appendix A of this code.
- (b) The city may waive the permit fee for all work performed by a governmental agency, whether this work is performed by the employees of the governmental agency or by a private firm or

corporation under contract with the governmental agency. However, such governmental agency or private firm or corporation under contract therewith shall not be relieved of the responsibility for obtaining a permit for work covered in this article.
(Ordinance 2020-04, sec. IV, adopted 4/7/20; Ordinance adopting 2022 Code)

SECTION V. SITE REQUIREMENTS PRE-CONSTRUCTION.

- (a) As per state law, the permittee is required to contact 811 two business days (excluding weekends and holidays) before digging.
- (b) The width of a trench cut shall be kept to the minimum width necessary to install and properly tamp around the pipe or any new installation. If rock or adverse soil conditions are encountered and shoring is required, then the trench cut shall be of sufficient additional width to provide for the protection of the workers and proper installation of the pipe or other structure.
- (c) All drain, water, sewer, or gas pipes shall be installed in any street, sidewalk, or easements of the city and/or TxDOT so that the pipe will be buried for a depth compliant with TxDOT and city standards. Exceptions may be made where required by unusual conditions on a case-by-case basis by a city designee.
- (d) Each excavation shall be performed so it does not obstruct emergency access to any fire hydrant or public water supply valve.

(Ordinance 2020-04, sec. V, adopted 4/7/20)

SECTION VI. SITE REQUIREMENTS DURING CONSTRUCTION AND PRIOR TO FULL RESTORATION.

- (a) The right-of-way user shall be responsible for stormwater management, erosion control and excavation safety measures that comply with city, state and federal guidelines. Requirements shall include, but not be limited to, construction fencing around any excavation that will be left overnight, silt fencing in erosion areas until reasonable vegetation is established, barricade fencing around open holes, and high erosion areas will require wire-backed silt fencing. Upon request of the department of public works, the user might be required to furnish documentation submitted or received from state or federal agencies.
- (b) The right-of-way user shall ensure that the work is conducted and site maintained to minimize blowing dust. At any time dust leaves the jobsite so that it is a nuisance, the work will stop until measures can be taken to eliminate the dust.
- (c) In the event of noncompliance with the state department of transportation, the right-of-way user shall be notified of the violation. In the event of continued noncompliance, the city may revoke the permit. The contractor will be responsible for the safe movement of traffic, both pedestrian and vehicular, through the construction area.
- (d) The permittee shall make the work site accessible to the city, and others authorized by city staff, for inspection at all reasonable times during performance of the work.
- (e) Open trenches may be temporarily backfilled for the convenience of the permittee or the public safety. Traffic-bearing plates can be used temporarily in conformance with city requirements. At least one hour prior to beginning permanent backfill operations, the

permittee shall notify the city of the time the backfill will begin.

- (f) A permittee who, in connection with an excavation, damages another owner's facility shall immediately notify the director and, to the extent that the owner's identity is reasonably determinable, the owner of the damaged facility.

(Ordinance 2020-04, sec. VI, adopted 4/7/20)

SECTION VII. RESTORATION REQUIREMENTS.

- (a) The work to be done pursuant to the permit and any repair and/or subsequent restoration of the right-of-way must be completed within the dates specified in the permit.
- (b) All earth, materials, sidewalk, pavement, utilities, conduits, crossing, irrigation, landscaping, monuments, manhole covers, valve covers, meter box lids or improvements of any kind, which are owned or possessed by the city, and damaged, disturbed, or removed by a permittee shall be fully repaired promptly by the permittee, at its sole expense, to the reasonable satisfaction of the public works director or designee.
- (c) Before back-filling of any cuts in streets or street rights-of-way, the utility contractor shall request an inspection by the city.
- (d) All back-fill material will be free from cinders, ashes, refuse, vegetable or organic matter, boulders, rocks or stones, wet material, or other materials which renders same unsuitable to obtain a firm and compact cover for the installed pipe.
- (e) Prior to completing the back-filling operation in all streets in the city, pavement shall be cut twelve (12) inches on each side of the trench and a depth of twelve (12) inches. If the cut is to be repaired by the city, then a temporary patch of either six inches of compacted crusher run stone or a combination of three inches of crusher run stone and three inches of compacted cold mix may be used. Back-fill shall be brought up flush with the sub-base of the street or sidewalk.
- (f) The city may require testing of materials used in construction in or near the right-of-way to determine conformance to required specifications, including, but not limited to, compaction tests on backfill materials, sub-grade, aggregate base course, Portland concrete (rigid pavement), asphaltic concrete (flexible pavement) and other construction materials as deemed necessary by the public works department.
- (g) In the event the permittee fails to restore the right-of-way in the manner and to the condition required herein, or also fails to satisfactorily and/or timely complete all restoration, the city may, at its option, serve written notice upon the permittee that, unless within five (5) days after serving of that notice a satisfactory arrangement can be made for the proper restoration of the right-of-way, the city might take over the work and prosecute same to completion, by contract or otherwise, at the sole expense of the permittee, and [the permittee and] its surety shall be liable to the city for any and all cost incurred by the city by reason of such prosecution and completion. Nothing contained herein shall limit any other remedies available to the city.

(Ordinance 2020-04, sec. VII, adopted 4/7/20)

SECTION VIII. WARRANTY.

All work completed by the permittee shall be guaranteed and warranted for a term of no less than

twenty-four (24) months from the date the work was completed. This does not prohibit the city from pursuing repairs after this date if it believes there were latent defects in the work completed under this permit. Whenever within the two-year period any portion of the pavement or surface of any public way excavated under such a warranty is, in the determination of the public works director or designee, in need of repairs, by reason of any defect in workmanship or materials, the director shall serve upon the permittee a written notice stating the repairs necessary and requiring the repairs to be made within five (5) days after service of the notice. If the repairs are not timely made, the director shall at once make or cause for the repairs to be made at the expense of the permittee. The expenses, including any related administrative expenses, shall be charged to the permittee, and the permittee is hereby required to pay the cost within thirty (30) days following receipt of notification. Disputes over costs assessed shall be subject to a hearing process. (Ordinance 2020-04, sec. VIII, adopted 4/7/20)

SECTION IX. RESTORATION BY THE CITY.

For those contractors and utilities that do not perform their own pavement cut restorations, the city will offer completion of the restoration and measurement of the dimensions of the cut by the public works department. The cost shall be invoiced by the city to the person performing the cut accordingly. The maximum area of sidewalk or pavement to be restored by city maintenance crews is seventy-five (75) square feet. Restoration exceeding this limit will be the permittee's responsibility in accordance with the requirements established in this article. (Ordinance 2020-04, sec. IX, adopted 4/7/20)

SECTION X. PENALTIES.

Any person or entity found to have violated this ordinance by commencing work within the public right-of-way without first obtaining the required permit shall be subject to a civil penalty of up to \$25,000. Each day that work continues without a permit shall constitute a separate violation of \$1,500 per day. In addition to monetary penalties, the City may issue a stop work order, require restoration of the affected area, and suspend or revoke the violator's eligibility for future permits.

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 27th DAY OF MAY,
IN THE YEAR OF OUR LORD, 2025.**

1st Reading: MAY 27, 2025

2nd Reading: JUNE 03, 2025

CITY OF MERCEDES:

Oscar D. Montoya, Mayor

ATTEST:

Joselynn Castillo
City Secretary

APPROVED AS TO FORM:

Martie Garcia Vela
City Attorney

ORDINANCE NO. 2025-12

AN ORDINANCE AMENDING ORDINANCE NO. 2020-04, ADOPTED ON APRIL 7, 2020, BY THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS, ESTABLISHING REGULATIONS FOR CONSTRUCTIONS, PLACEMENT, AND EXCAVATION IN RIGHT-OF-WAY AND PUBLIC EASEMENTS; ADOPTING A FEE SCHEDULE FOR THE DAMAGE OF RIGHT-OF-WAY; PROVIDING PENALTIES FOR FAILURE TO COMPLY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, THIS ORDINANCE IS ADOPTED UNDER THE AUTHORITY OF THE CONSTITUTION AND THE LAWS OF THE STATES OF TEXAS AND IS HEREBY INCREMENTED AS PART OF THE CODE OF ORDINANCE OF THE CITY OF MERCEDES, TEXAS.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MERCEDES, COUNTY OF HIDALGO, STATE OF TEXAS, THAT: CONSTRUCTION, PLACEMENT AND EXCAVATION IN RIGHTS-OF-WAY

SECTION I. Definitions.

Alley means a minor traveled way which are used primarily for vehicular service access to the back or the side of properties otherwise abutting on a street.

Applicant means any person who seeks a permit for an excavation.

Backfill means excavation fill material meeting city-specified quality requirements or the placement thereof.

City means the City of Mercedes.

Construction standards means the City of Mercedes Standard Manual as they may be amended from time to time as approved by the city.

Contractor means any public or private person or organization, other than the city.

Emergency operations are defined as those operations and repairs necessary to prevent damage or injury to the health or safety of the public or any person and the work necessary to address a service interruption and requires written notice to the city when the contractual repair value exceeds fifty thousand dollars (\$50,000.00) or otherwise written notice to the public works department within twenty-four (24) hours to ensure compliance with this article of the code. Upgrading of facilities, new service installation and neighborhood improvement projects are not emergency operations.

Excavation means an activity that cuts, penetrates, or bores under any portion of the public way that has been improved with a paved surface for street, sidewalk, surface drainage, or related public transportation infrastructure purposes. The term includes but is not limited to, cutting, tunneling, jacking and boring, backfilling, restoring, repairing, and installing and maintaining a temporary surface in, the public way. The term does not include a transportation improvement; however, it does include excavations that are undertaken for the improvement or maintenance of publicly owned utility systems, such as water and wastewater lines and facilities. The term also does not include utility maintenance or other activities that are performed within already existing structures,

vaults, conduits, or cable ways that are located underneath street improvements, provided that any access required for the work is obtained through manholes, or other previously constructed entrances that may be utilized without cutting or penetrating any pavement or other street improvement.

Facility means any structure, device, or other thing whatsoever that may be installed or maintained in, on, within, under, over, or above a public way by an excavation.

Inspection means the inspection of an excavation by any person approved by the planning or public works director to determine compliance with this article.

New street means the paved portion of the right-of-way that has been constructed, reconstructed, or resurfaced with an asphalt overlay, hot in place recycling, full-depth reclamation, reconstruction or other structural street maintenance treatment. "New street" includes all concrete paved streets, streets constructed or structurally resurfaced during the preceding five (5) years.

Owner means a person, including the city, who is the owner or will, following the completion of the installation, become the owner of any facility that is installed or is proposed to be installed or maintained in the public way.

Permit means a permit issued under this article authorizing excavation in the right-of-way.

Permittee means any person or right-of-way user to whom a permit is issued to excavate a right-of-way.

Repair means the temporary or permanent construction work necessary to make the right-of-way useable.

Repair area means that area around an excavation where the pavement and sub-grade is impacted by an excavation.

Restoration means the process by which an excavated right-of-way and surrounding area, including pavement and foundation, is returned to the same condition, or better, than existed before the commencement of the work.

Resurfacing means any repaving, overlay, seal or reconstruction which creates a new pavement surface over the entire width of the street, excluding crack seals and localized base and pavement repairs.

Right-of-way or public right-of-way means the surface of, and the space above and below, any street, road, highway, freeway, lane, path, drainage way, channel, fee interest, public way or place, sidewalk, alley, boulevard, parkway, drive, or other easement now or hereafter held by the city or over which the city exercises any rights of management or control and shall include but not be limited to all easements now held, or hereafter held, by the city but shall specifically exclude private property.

Right-of-way (ROW) user means a person, its successors and assigns, that uses the right-of-way for purposes of work, excavation, provision of services, or to install, construct, maintain, repair facilities thereon, including, but not limited to, landowners and service providers.

Service means a commodity provided to a person by means of a delivery system that is comprised of facilities located or to be located in the right-of-way, including, but not limited to, gas, telephone, cable television, internet services, open video systems, alarm systems, steam, electric, water, telegraph, data transmission, petroleum pipelines, or sanitary sewage.

Street and sidewalk damage fee means the fee established by this article in addition to any other fee required by this code, and is in addition to a special backfill, compaction and pavement

replacement or other requirement imposed by this code or by the public works department as a condition of a permit.

Traffic-control device means a traffic sign, signal, cones, drums or barricades or markings that is placed and maintained in accordance with state law and this code.

Utility shall mean any privately or publicly owned entity which uses public rights-of-way to furnish to the public any general public service, including, without limitation, wastewater, gas, electricity, water, telephone, petroleum products, telegraph, heat, steam or chilled water, together with the equipment, structures, and appurtenances belonging to such entity and located within and near the right-of-way or easement.

(Ordinance 2020-04, sec. I, adopted 4/7/20)

SECTION II. RESPONSIBILITIES.

- (a) No person or entity shall commence any excavation, construction, or related work within the public right-of-way without first obtaining a permit from the Planning Department; failure to secure such permit prior to beginning work shall subject the responsible party to penalties as prescribed by this ordinance.
- (b) Any owner operating or hereafter installing and operating any utility within the right-of-way of any street or easement in the city, or any owner or contractor doing any repair in any street right-of-way shall do it in accordance with the terms and conditions of this article.
- (c) In the event of the abandonment, widening, repair, installation, construction, or reconstruction by or for the city, the county and/or the state department of transportation of any road, bridge, culvert, traffic signal, street light, water distribution system, sewage collection system, storm drain system, or any other city facility within a street right-of-way, the owner of any utility shall move, relocate, or renew such facility, upon request of the city, when necessary for public safety and welfare and when a suitable site is available, all at the cost and expense of the owner of such utility. The city will give as much advance notice to the affected utilities as possible to facilitate their planning.
- (d) Permit holder shall be responsible for maintaining the excavation site in a reasonably clean and litter-free condition. Any debris found at the excavation site, regardless of the source, must be removed immediately at no cost to the city. Gutters shall not be obstructed and storm drain inlets must be protected.
- (e) Permit holder or ROW user shall be responsible for any damage caused to the pavement by the operation of any equipment and shall repair such damages.
- (f) The permit holder or ROW user shall be fully responsible for safeguarding persons and property from damage or injury
- (g) A permit holder or ROW user is responsible for maintenance of all excavated areas. A permit holder or ROW user guarantees its work and shall maintain it for the remaining life of the street as defined in this article.
- (h) The permit holder, utility, or ROW user shall make the work site accessible to the city, and others as authorized by law, for inspection at all reasonable times during performance of the work.

(Ordinance 2020-04, sec. II, adopted 4/7/20)

SECTION III. APPLICATION.

(a) Prohibited activities.

- (1) It shall be unlawful for any person to excavate or cause an excavation within the city-owned right-of-way or easement unless the person is a permittee to whom a permit has been issued for the excavations pursuant to this article.
- (2) It shall be unlawful for a permittee to excavate or cause an excavation within the city-owned right-of-way or easement in violation of any term of a permit issued pursuant to this article.
- (3) It shall be unlawful for any permittee to fail to exhibit a permit upon request by a city employee, or designee.
- (4) It shall be unlawful for any permittee to fail to restore the public right-of-way or easement following excavation as required by this article.

(b) A permit for any excavation shall be obtained by the owner of the facility. If the owner of a facility will not be making the excavation with its own personnel, then the contractor retained to perform the work shall join with the owner as an applicant in obtaining the permit. Where two (2) or more related excavations are being performed as part of the same project, the application and permit may cover the related work, consistent with the regulations issued under this article.

(c) Applications for permits shall be in the form prescribed by the planning or public works director. Each application shall be submitted to the planning department, shall be signed by each applicant and shall include the following:

- (1) The name, assumed name, or business name, business type (corporation, partnership, individual/sole proprietor or other) of each applicant;
- (2) Each applicant's mailing address (and street address if different), telephone number, facsimile number, and e-mail address;
- (3) The location (including key map number), depth, length, and width of each excavation to be made in each block and/or intersection, which may alternatively be set forth on the provided drawings and specifications;
- (4) The purpose of the excavation, including a description of the facilities to be installed, maintained, and/or repaired;
- (5) The method of excavation;
- (6) The proposed excavation start date and duration;
- (7) A statement that each person executing the application is fully authorized to act on behalf of and bind his principal in executing and filing the application;
- (8) A statement that each applicant accepts and obligates itself to the following release and indemnification provisions:

RELEASE

PERMITTEE AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCES UNDER THE PERMIT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S ACTUAL OR ALLEGED JOINT OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

INDEMNIFICATION

PERMITTEE AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS PERMIT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- i. PERMITTEE'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', PRINCIPALS', OR SUBCONTRACTORS OF PERMITTEES' ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- ii. THE CITY'S AND PERMITTEE'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PERMITTEE IS IMMUNE FROM LIABILITY OR NOT; AND
- iii. THE CITY'S AND PERMITTEE'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PERMITTEE IS IMMUNE FROM LIABILITY OR NOT. PERMITTEE SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THE PERMIT AND FOR FOUR YEARS AFTER THE PERMIT TERMINATES. WHERE APPLICABLE, THE PROVISIONS OF SECTION 283.057 OF THE TEXAS LOCAL GOVERNMENT CODE SHALL CONTROL IN LIEU OF THE FOREGOING; ADDITIONALLY, TO THE EXTENT THAT THE FROM THE CITY, THE RELEASE AND INDEMNIFICATION PROVISIONS OF THE FRANCHISE SHALL CONTROL IN LIEU OF THE FOREGOING;

- (9) The name of the owner of the facility.
- (10) The twenty-four-hour telephone number at which each applicant's representative who will respond to emergencies may be contacted;
- (11) The name, mailing address, telephone number, facsimile number, and e-mail address of a person who is authorized to receive all notices authorized to be given by the city under this article to each applicant;

- (12) Confirmation that all materials necessary for construction will be on hand and ready for use so as not to delay the excavation;
 - (13) A transmittal number issued by the Texas One-Call Notification Center (811) evidencing that the applicant has complied with the Texas Underground Facility Damage Prevention and Safety Act, or an assurance that the transmittal number will be provided to the director before the excavation commences;
 - (14) Evidence of insurance;
 - (15) Drawings and specifications;
 - (16) The work warranty as required by this article;
 - (17) The nonrefundable application fee established pursuant to this article;
 - (18) The nonrefundable street damage fee established pursuant to this article if applicable.
- (d) An application for a permit for an excavation performed due to an emergency shall, in addition to the items required above, also include a written statement:
- (1) Explaining the basis for the emergency actions;
 - (2) Describing the excavation being performed;
 - (3) Describing any work remaining to be performed in the public right-of-way; and
 - (4) Stating the time and date when the emergency occurred.
- (e) Permits will be issued or denied within ten (10) days of application. Unless granted for a longer period, an excavation permit shall be valid for thirty (30) days and for the dates specified in the permit. The applicant may request the permit be valid for such longer period as may be necessary in the circumstances, in advance, as part of the application. The city may approve or deny the application for such extended permit period. No permittee may commence work before the permit start date or, except as provided herein, may continue working after the end date. If a permittee does not complete the work by the permit end date, the permittee must apply for and may receive a new right-of-way permit or a permit extension for additional time. This supplementary application must be submitted to the city prior to the permit end date.
- (f) An expedited permit may be requested and shall be issued within two (2) days of application upon a showing of good cause.
- (g) At the time the permit is issued, the applicant shall pay the nonrefundable fees required, pursuant to this article.
- (h) A permit issued under this article is personal to the permittee and may not be transferred to another person or used by any other person to perform the excavation authorized in the permit.
- (i) If a person performing construction fails to perform said construction in accordance with the conditions of the permit or the requirements of this article or existing ordinances of the city, the permit may be suspended and work stopped until such time as the person performing the work gives assurance to the city of his ability and intention to complete the work in accordance with the conditions of the permit and this article and the other ordinances of the city. Any stop work notice shall be delivered in writing to the representative of the person,

firm, or corporation performing the work and shall state the reasons for such notice.

- (j) For good cause not relating to any fault of the permittee in diligently prosecuting the excavation, the director may extend the number of days allowed in the permit for completion of the excavation. To obtain an extension, the permittee shall submit an application consequently, including the nonrefundable application fee established pursuant to this article and indicating the number of additional days needed for final completion. Extensions of time granted under this subsection shall be noted on the records regarding the permit.
 - (k) Newly constructed or reconstructed streets.
 - (1) Except as provided in subsection (2) below, no permit shall be issued for an excavation in any public street that has been constructed, reconstructed, repaved, or resurfaced in the preceding period of 5 years, as measured from the date of acceptance by the city. Owners shall determine alternative methods of making necessary repairs and facility installations to avoid excavations that are subject to this section.
 - (2) The public works director or designee, for good cause, shall grant a variance to an applicant for repair of existing utilities, to respond to emergencies, or to afford an owner the means to provide service to buildings that the owner has no other reasonable means of serving in the determination of the director. Variances shall be granted subject to special conditions that the director or designee determines to be appropriate to the requirements, additional soil compaction test reports, or any other requirements needed to restore the integrity of the public way to “as new” condition. In addition to the information provided on the application, applicant shall provide the following with respect to that part of the public way subject to this provision:
 - (A) Reason why the excavation was not performed before or when public way was paved;
 - (B) Reason why the excavation cannot be delayed until after the five-year period expires; and
 - (C) Reason why the excavation cannot be performed at another location or the owner’s need cannot be accomplished by a method that does not require excavation.
 - (3) Bona fide emergency utility repairs may be made as required.
 - (l) No permit shall be issued to any person who is in default or breach of any obligation to the city under this article on a prior permit or on a warranty obligation.
 - (m) Each violation of this article shall be punishable by a fine in accordance with the general penalty provided in section 1.01.009 of this code. Each day during which a violation continues shall be deemed a separate violation of this article.
- (Ordinance 2020-04, sec. III, adopted 4/7/20; Ordinance adopting 2022 Code)

SECTION IV. FEES.

- (a) Fee schedules. Fees shall be in the amount provided in the fee schedule in appendix A of this code.
- (b) The city may waive the permit fee for all work performed by a governmental agency, whether this work is performed by the employees of the governmental agency or by a private firm or

corporation under contract with the governmental agency. However, such governmental agency or private firm or corporation under contract therewith shall not be relieved of the responsibility for obtaining a permit for work covered in this article.
(Ordinance 2020-04, sec. IV, adopted 4/7/20; Ordinance adopting 2022 Code)

SECTION V. SITE REQUIREMENTS PRE-CONSTRUCTION.

- (a) As per state law, the permittee is required to contact 811 two business days (excluding weekends and holidays) before digging.
- (b) The width of a trench cut shall be kept to the minimum width necessary to install and properly tamp around the pipe or any new installation. If rock or adverse soil conditions are encountered and shoring is required, then the trench cut shall be of sufficient additional width to provide for the protection of the workers and proper installation of the pipe or other structure.
- (c) All drain, water, sewer, or gas pipes shall be installed in any street, sidewalk, or easements of the city and/or TxDOT so that the pipe will be buried for a depth compliant with TxDOT and city standards. Exceptions may be made where required by unusual conditions on a case-by-case basis by a city designee.
- (d) Each excavation shall be performed so it does not obstruct emergency access to any fire hydrant or public water supply valve.

(Ordinance 2020-04, sec. V, adopted 4/7/20)

SECTION VI. SITE REQUIREMENTS DURING CONSTRUCTION AND PRIOR TO FULL RESTORATION.

- (a) The right-of-way user shall be responsible for stormwater management, erosion control and excavation safety measures that comply with city, state and federal guidelines. Requirements shall include, but not be limited to, construction fencing around any excavation that will be left overnight, silt fencing in erosion areas until reasonable vegetation is established, barricade fencing around open holes, and high erosion areas will require wire-backed silt fencing. Upon request of the department of public works, the user might be required to furnish documentation submitted or received from state or federal agencies.
- (b) The right-of-way user shall ensure that the work is conducted and site maintained to minimize blowing dust. At any time dust leaves the jobsite so that it is a nuisance, the work will stop until measures can be taken to eliminate the dust.
- (c) In the event of noncompliance with the state department of transportation, the right-of-way user shall be notified of the violation. In the event of continued noncompliance, the city may revoke the permit. The contractor will be responsible for the safe movement of traffic, both pedestrian and vehicular, through the construction area.
- (d) The permittee shall make the work site accessible to the city, and others authorized by city staff, for inspection at all reasonable times during performance of the work.
- (e) Open trenches may be temporarily backfilled for the convenience of the permittee or the public safety. Traffic-bearing plates can be used temporarily in conformance with city requirements. At least one hour prior to beginning permanent backfill operations, the

permittee shall notify the city of the time the backfill will begin.

- (f) A permittee who, in connection with an excavation, damages another owner's facility shall immediately notify the director and, to the extent that the owner's identity is reasonably determinable, the owner of the damaged facility.

(Ordinance 2020-04, sec. VI, adopted 4/7/20)

SECTION VII. RESTORATION REQUIREMENTS.

- (a) The work to be done pursuant to the permit and any repair and/or subsequent restoration of the right-of-way must be completed within the dates specified in the permit.
- (b) All earth, materials, sidewalk, pavement, utilities, conduits, crossing, irrigation, landscaping, monuments, manhole covers, valve covers, meter box lids or improvements of any kind, which are owned or possessed by the city, and damaged, disturbed, or removed by a permittee shall be fully repaired promptly by the permittee, at its sole expense, to the reasonable satisfaction of the public works director or designee.
- (c) Before back-filling of any cuts in streets or street rights-of-way, the utility contractor shall request an inspection by the city.
- (d) All back-fill material will be free from cinders, ashes, refuse, vegetable or organic matter, boulders, rocks or stones, wet material, or other materials which renders same unsuitable to obtain a firm and compact cover for the installed pipe.
- (e) Prior to completing the back-filling operation in all streets in the city, pavement shall be cut twelve (12) inches on each side of the trench and a depth of twelve (12) inches. If the cut is to be repaired by the city, then a temporary patch of either six inches of compacted crusher run stone or a combination of three inches of crusher run stone and three inches of compacted cold mix may be used. Back-fill shall be brought up flush with the sub-base of the street or sidewalk.
- (f) The city may require testing of materials used in construction in or near the right-of-way to determine conformance to required specifications, including, but not limited to, compaction tests on backfill materials, sub-grade, aggregate base course, Portland concrete (rigid pavement), asphaltic concrete (flexible pavement) and other construction materials as deemed necessary by the public works department.
- (g) In the event the permittee fails to restore the right-of-way in the manner and to the condition required herein, or also fails to satisfactorily and/or timely complete all restoration, the city may, at its option, serve written notice upon the permittee that, unless within five (5) days after serving of that notice a satisfactory arrangement can be made for the proper restoration of the right-of-way, the city might take over the work and prosecute same to completion, by contract or otherwise, at the sole expense of the permittee, and [the permittee and] its surety shall be liable to the city for any and all cost incurred by the city by reason of such prosecution and completion. Nothing contained herein shall limit any other remedies available to the city.

(Ordinance 2020-04, sec. VII, adopted 4/7/20)

SECTION VIII. WARRANTY.

All work completed by the permittee shall be guaranteed and warranted for a term of no less than

twenty-four (24) months from the date the work was completed. This does not prohibit the city from pursuing repairs after this date if it believes there were latent defects in the work completed under this permit. Whenever within the two-year period any portion of the pavement or surface of any public way excavated under such a warranty is, in the determination of the public works director or designee, in need of repairs, by reason of any defect in workmanship or materials, the director shall serve upon the permittee a written notice stating the repairs necessary and requiring the repairs to be made within five (5) days after service of the notice. If the repairs are not timely made, the director shall at once make or cause for the repairs to be made at the expense of the permittee. The expenses, including any related administrative expenses, shall be charged to the permittee, and the permittee is hereby required to pay the cost within thirty (30) days following receipt of notification. Disputes over costs assessed shall be subject to a hearing process. (Ordinance 2020-04, sec. VIII, adopted 4/7/20)

SECTION IX. RESTORATION BY THE CITY.

For those contractors and utilities that do not perform their own pavement cut restorations, the city will offer completion of the restoration and measurement of the dimensions of the cut by the public works department. The cost shall be invoiced by the city to the person performing the cut accordingly. The maximum area of sidewalk or pavement to be restored by city maintenance crews is seventy-five (75) square feet. Restoration exceeding this limit will be the permittee's responsibility in accordance with the requirements established in this article. (Ordinance 2020-04, sec. IX, adopted 4/7/20)

SECTION X. PENALTIES.

Any person or entity found to have violated this ordinance by commencing work within the public right-of-way without first obtaining the required permit shall be subject to a civil penalty of up to \$25,000. Each day that work continues without a permit shall constitute a separate violation of \$1,500 per day. In addition to monetary penalties, the City may issue a stop work order, require restoration of the affected area, and suspend or revoke the violator's eligibility for future permits.

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 27th DAY OF MAY,
IN THE YEAR OF OUR LORD, 2025.**

1st Reading: MAY 27, 2025

2nd Reading: JUNE 03, 2025

CITY OF MERCEDES:

Oscar D. Montoya, Mayor

ATTEST:

Joselynn Castillo
City Secretary

APPROVED AS TO FORM:

Martie Garcia Vela
City Attorney



city of
mercedes
It Starts Here!

Planning Department
400 S Ohio Ave
Mercedes, TX 78570
(956) 565-3114

Voluntary Annexation Petition

CASE #

To the Mayor and City Commission:

Arturo Palacios Medina is the sole owner of the tract of land, which is more particularly described by metes and bounds in Exhibit A to this petition, hereby petitions the City Commission of the City of Mercedes to annex the following area(s):

2311 E Business 83 mercedes TX 78570
T&R USA Construction LLC.

Arturo Palacios Medina
Owner's Name (Print)

[Signature]
Owner (Signature)

3/11/25
Date

STATE OF TEXAS
COUNTY OF HIDALGO

Before me, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared Arturo Palacios Medina, whom stated upon his oath the following;

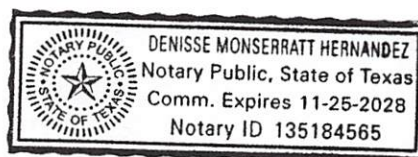
My name is Arturo Palacios Medina and I am the owner of the land or representative of the majority of the landowners. There are no residents nor are there any qualified voters in the area to be annexed.

I, Arturo Palacios Medina hereby certify under penalty of perjury that to the best of my knowledge and belief, the property mentioned above currently does not owe any property taxes to the relevant tax authority.

Further affiant sayeth not.

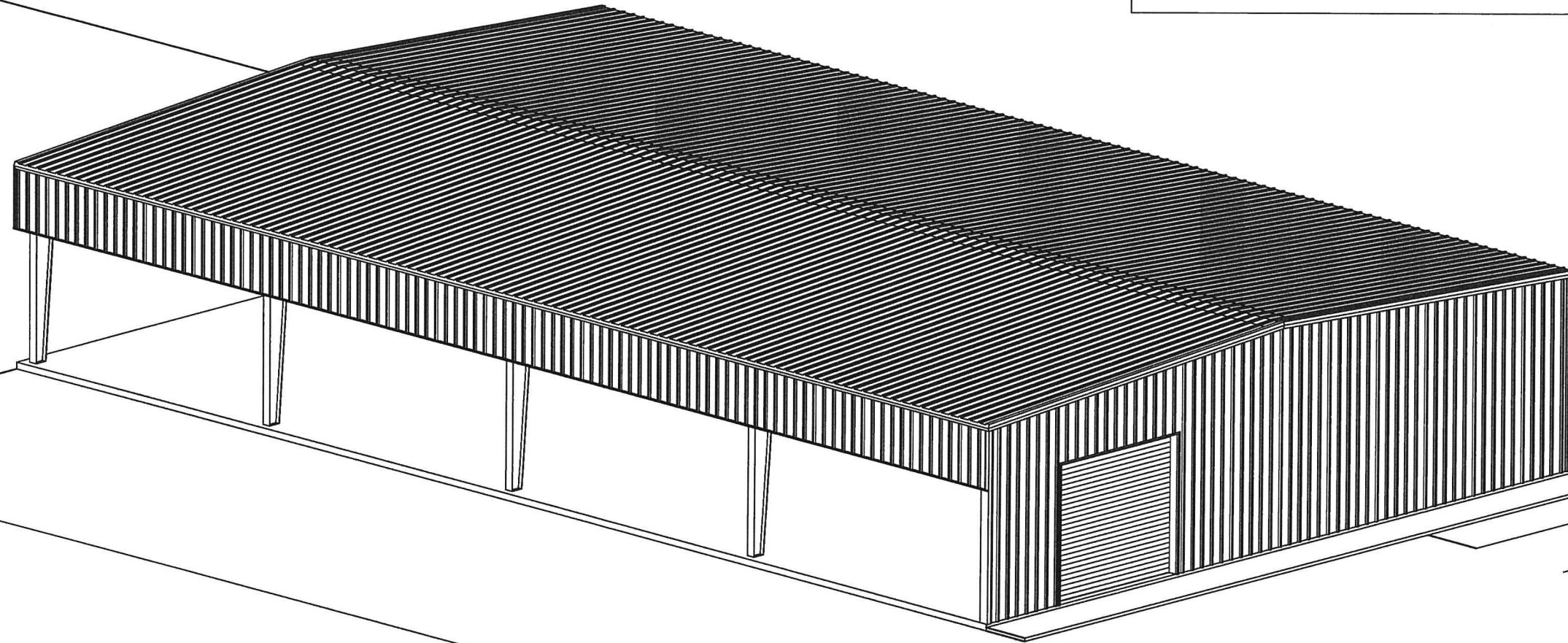
SWORN TO and subscribed before me on this the 11 day of March, 2025.

[Signature]
Notary Public in and for the State of Texas



DRAWING INDEX

8. **ENDWALL FRAMING**
9. **SEWALL FRAMING**
10. **TYP. FRAMING DETAILS**
11. **FOUNDATION PLAN**
12. **FOUNDATION DETAILS**
13. **ANCHOR BOLT PLAN**
14. **ANCHOR BOLT DETAILS**
15. **SEPTIC SYSTEM PLAN**

[illegible]

**LONGORIA & SON'S
WELDING, INC.**
Steel Erection and Fabrication

- Metal Component Sales
- Panels •Insulation
- Trims •Fasteners
- Purlins

Cell: (956)343-3175 Sam
Cell: (956)498-6583 Sam Jr.
Cell: (956)650-5260 Amancio
30 Years Business Experience

**PROPOSED 60'x100' PALLET FACTORY
LOT 7, BLOCK 41, CAPISALLO DISTRICT SUBDIVISION
MERCEDDES, TX 78570**

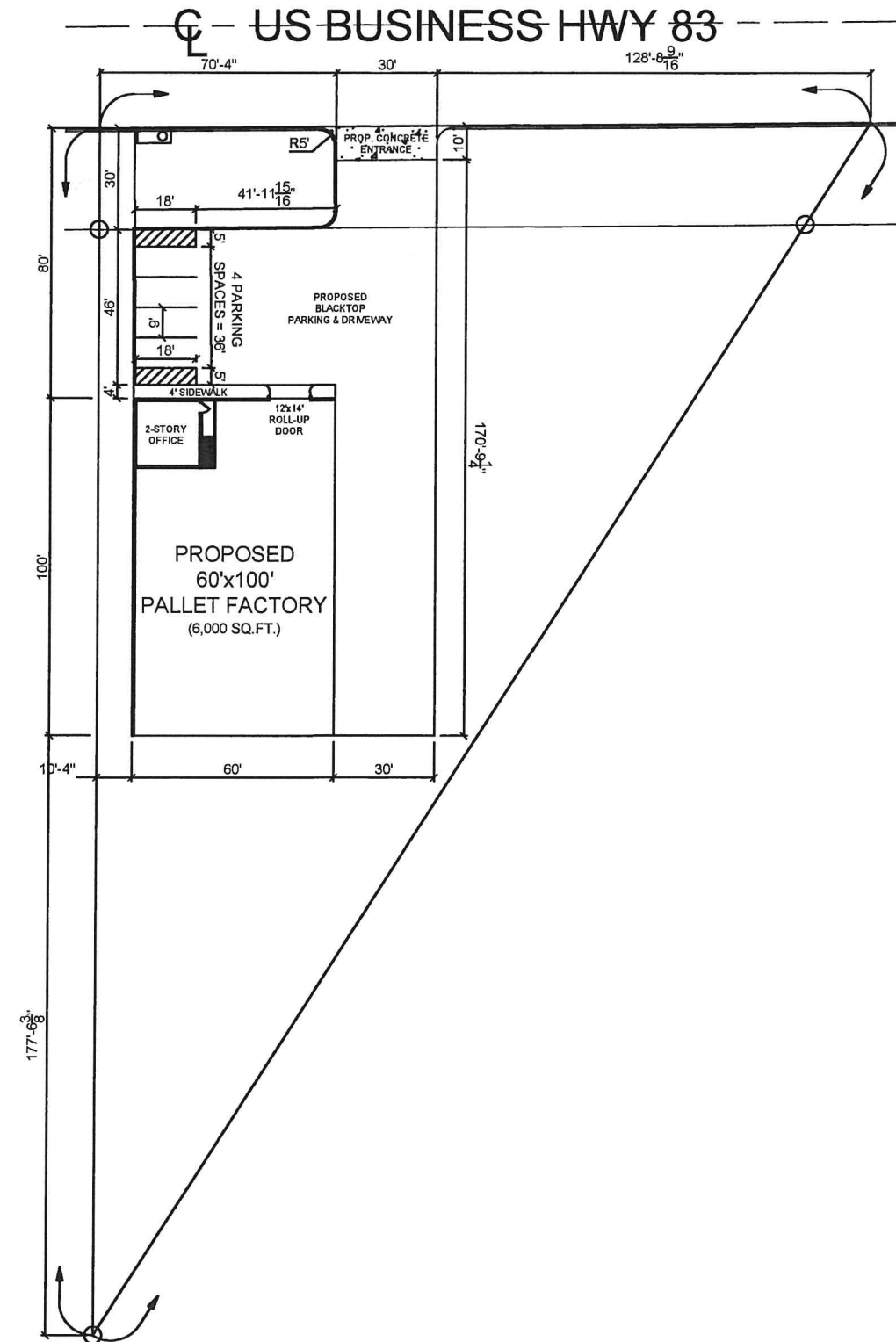
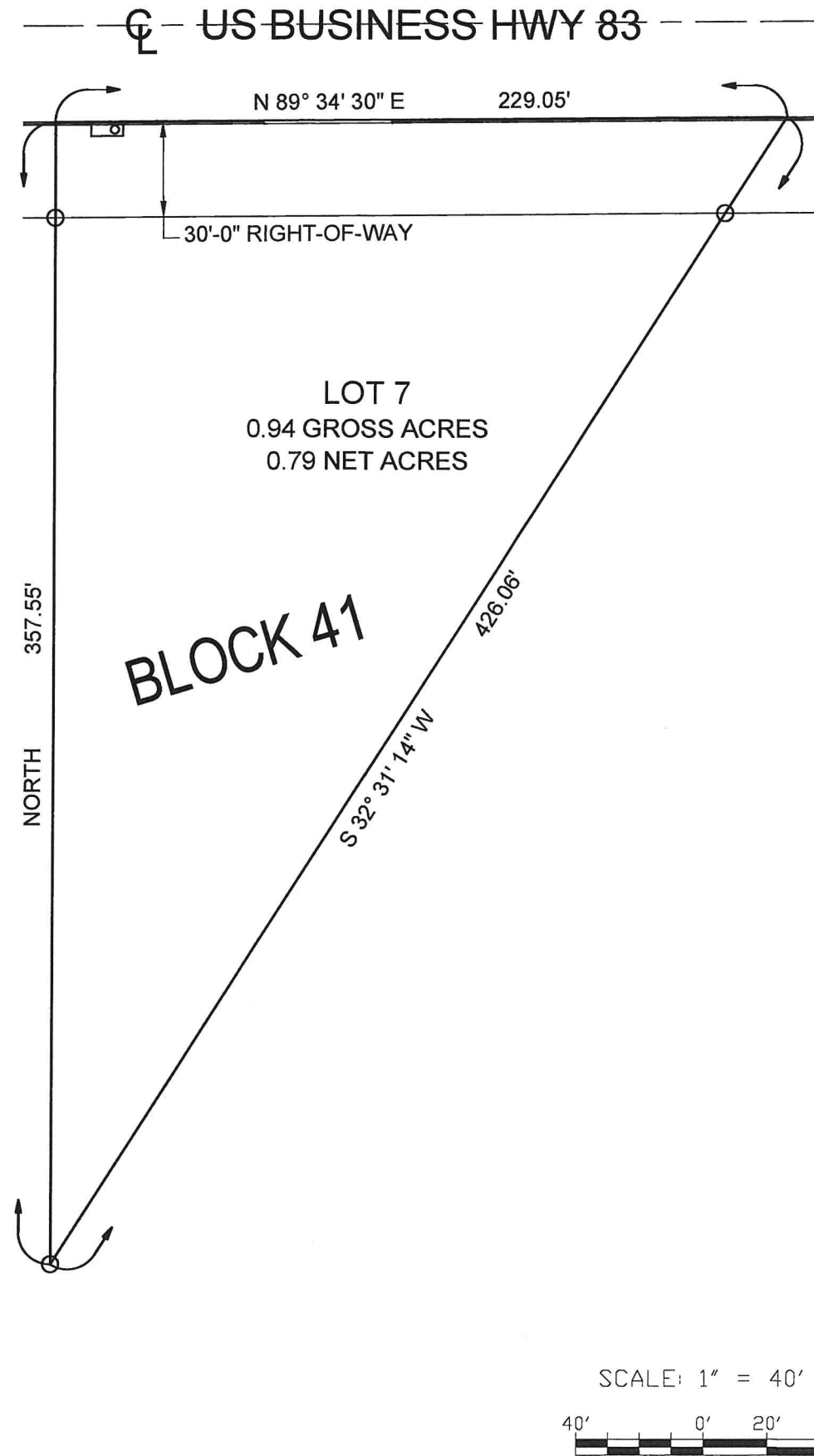
**CUSTOMER:
ARAUJO PALACIOS
T&R USA CONSTRUCTION LLC**

DATE 10/03/24

NTS

AWING NL

COVER



THE DESIGNER ASSUMES NO LIABILITY FOR ANY STRUCTURE CONSTRUCTED FROM THIS PLAN. IT IS THE RESPONSIBILITY OF THE PURCHASER, BEFORE ACTUAL CONSTRUCTION, TO OBTAIN THE FOLLOWING:

1. BUILD OR CONTRACTOR MUST VERIFY ALL DIMENSIONS PRIOR TO PROCEEDING WITH CONSTRUCTION.
2. BUILD OR CONTRACTOR MUST VERIFY COMPLIANCE WITH ALL LOCAL BUILDING CODES OF THE AREA WHERE THE STRUCTURE IS TO BE CONSTRUCTED AND LOCATED.
3. PLANS INDICATE LOCATIONS ONLY. ENGINEERING ASPECTS SHOULD BE INCORPORATED TO ACTUAL SITE CONDITIONS.

[illegible]

MANUAL COMP



8055 Mile 3 East
P.O. Box 982 • Mercedes, Texas 78570
Email: longoria_sora_welding@yahoo.com

- Metal Component Sales
- Panels •Insulation
- Trims •Fasteners
- Purlins

Cell: (956) 343-3175 Sam
Cell: (956) 499-6583 Sam
Cell: (956) 650-5260 Ama
30 Years Business Experie

PROPOSED 60'x100' PALLET FACTORY
LOT 7, BLOCK 41, CAPISALLO DISTRICT SUBDIVISION
MERCEDES, TX 78570

ARTURO PALACIOS
T&R USA CONSTRUCTION LLC

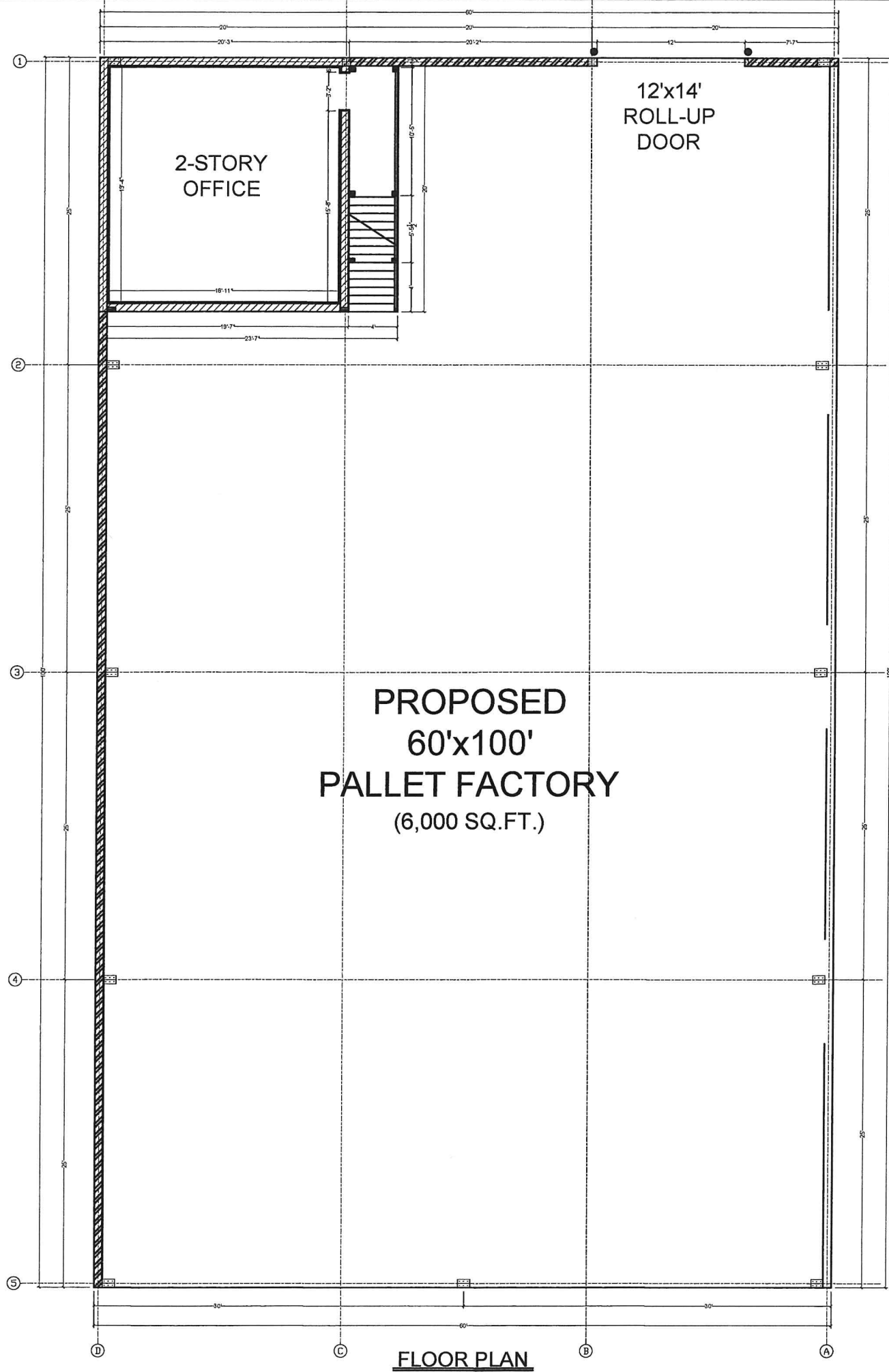
BY
A. LONGORIA

DATE
10/03/24

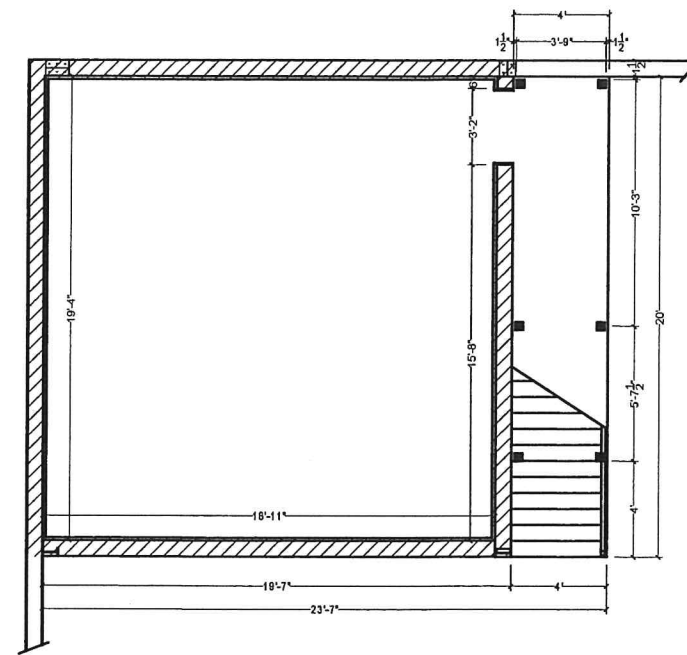
SCALE
1" = 40'-0"

DRAWING NO.
SITE PLAN

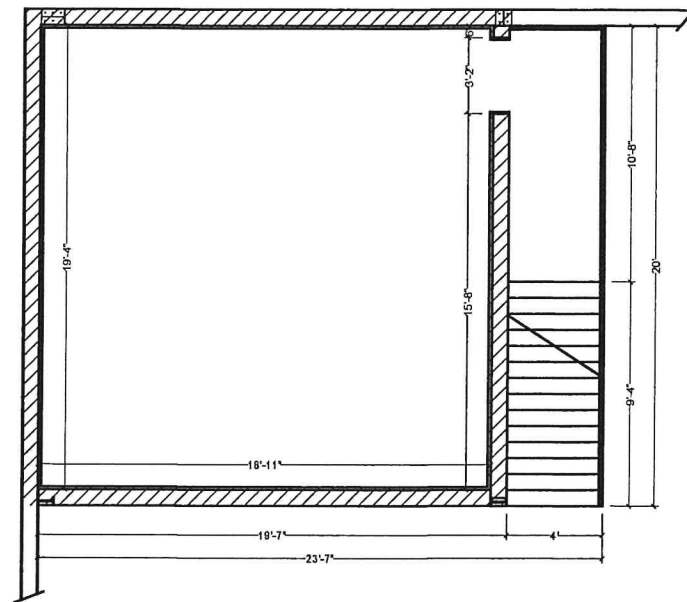
P2



FLOOR PLAN



FIRST FLOOR



SECOND FLOOR

WALL LEGEND	
8" PURLIN w/ 1" HAT CHANNEL @ 16" O.C. w/ 5/8" TYPE X GYP. BD. w/ OPEN CELL INSU. (WALL COLOR TO BE CHOSEN BY OWNER)	
8" PURLIN w/ OPEN CELL INSULATION (WALL COLOR TO BE CHOSEN BY OWNER)	
NOTE: OPEN CELL FOAM INSULATION TO BE BLOWN THRU-OUT INTERIOR SIDE OF BUILDING ENVELOPE.	

THE DESIGNER ASSUMES NO LIABILITY FOR ANY STRUCTURE CONSTRUCTED FROM THIS PLAN. THE USER OF THIS PLAN, TO PERFORM THE FOLLOWING: 1. OBTAIN ALL NECESSARY PERMITS. 2. VERIFY ALL DIMENSIONS PRIOR TO PROCEEDING WITH CONSTRUCTION. 3. BUILDER OR CONTRACTOR MUST VERIFY ALL DIMENSIONS PRIOR TO PROCEEDING WITH CONSTRUCTION. 4. THE USER OF THIS PLAN IS TO BE CONSTRUCTED AND LOCATED IN ACCORDANCE WITH THE STRUCTURE CODES OF THE AREA WHERE THE STRUCTURE IS TO BE CONSTRUCTED. 5. THE USER OF THIS PLAN IS TO BE INCORPORATED TO ACTUAL SITE CONDITIONS.

MANUAL COMP

LONGORIA & SON'S WELDING, INC.
Steel Erection and Fabrication
8055 Mile 3 East
P.O. Box 982 • Mercedes, Texas 78570
Email: longoria_sons_welding@yahoo.com

Cell: (956)343-3175 Sam Jr.
Cell: (956)498-6583 Sam Jr.
Cell: (956)650-5260 Arnaldo (Drafter)
30 Years Business Experience

PROPOSED PROJECT:
PROPOSED 60'x100' PALLET FACTORY
LOT 7, BLOCK 41, CAPITALLO DISTRICT SUBDIVISION
MERCEDES, TX 78570

CUSTOMER:
ARTURO PALACIOS
T&R USA CONSTRUCTION LLC

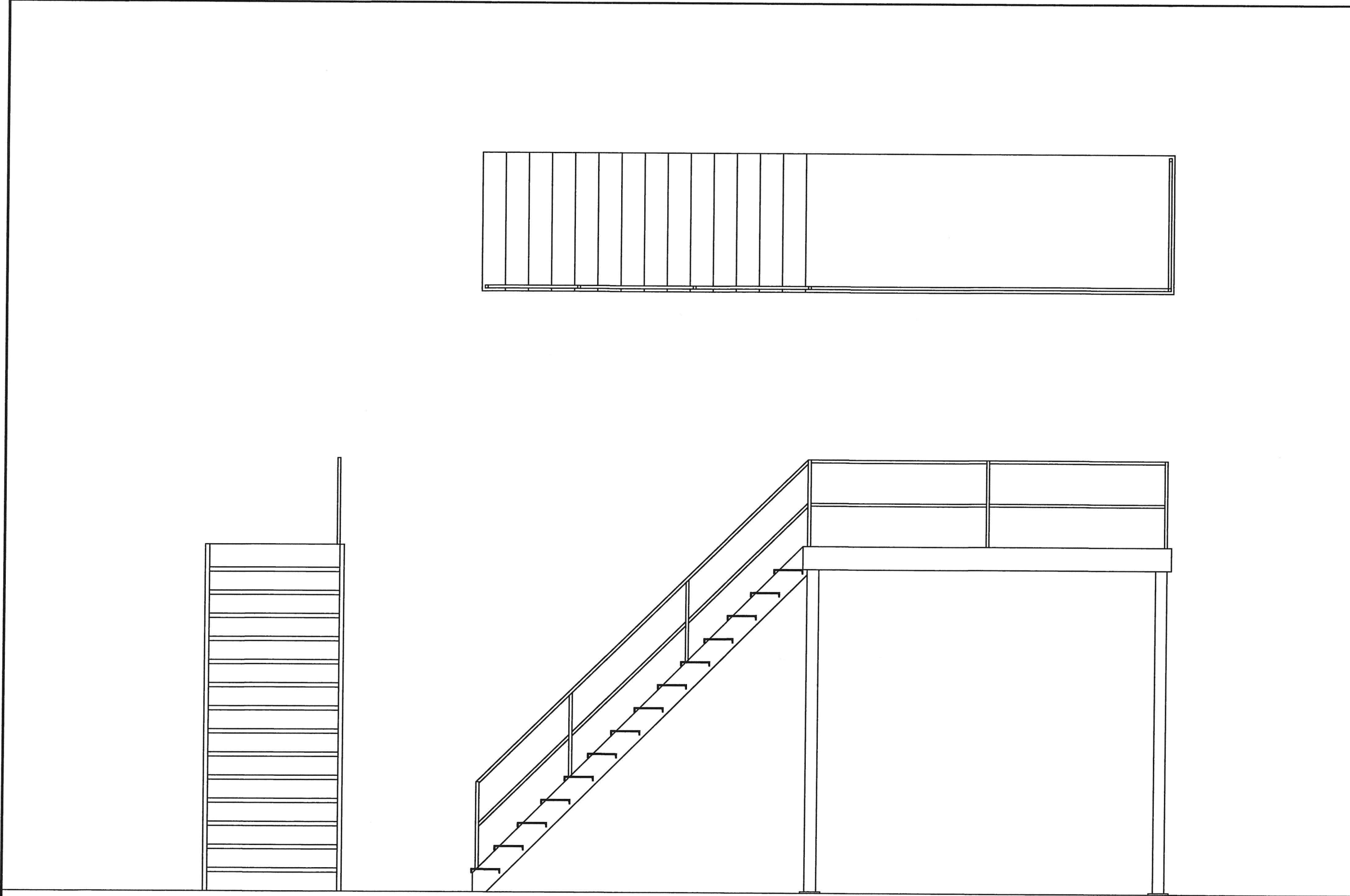
DRAWN BY:
A. LONGORIA

DATE
10/03/24

SCALE
1/8" = 1'-0"

DRAWING NO.
FLOOR PLAN

SHEET
P3



PROPOSED PROJECT:
PROPOSED 60'x100' PALLET FACTORY
LOT 7, BLOCK 41, CAPISALLO DISTRICT SUBDIVISION
MERCEDDES, TX 78570

CUSTOMER:
ARTURO PALACIOS
T&R USA CONSTRUCTION LLC

DRAWN BY:
A. LONGORIA

DATE
10/03/24

SCALE
1/8" = 1'-0"

DRAWING NO.
STAIRS FRAMING

SHEET

PROJECT NO.

DATE

BY

REV

DESCRIPTION

MANUAL COMP

LONGORIA & SON'S
WELDING, INC.

Steel Erection and Fabrication
8055 Mls 3 East
P.O. Box 982 • Merceddes, Texas 78570
Email: longoria_sons_welding@yahoo.com

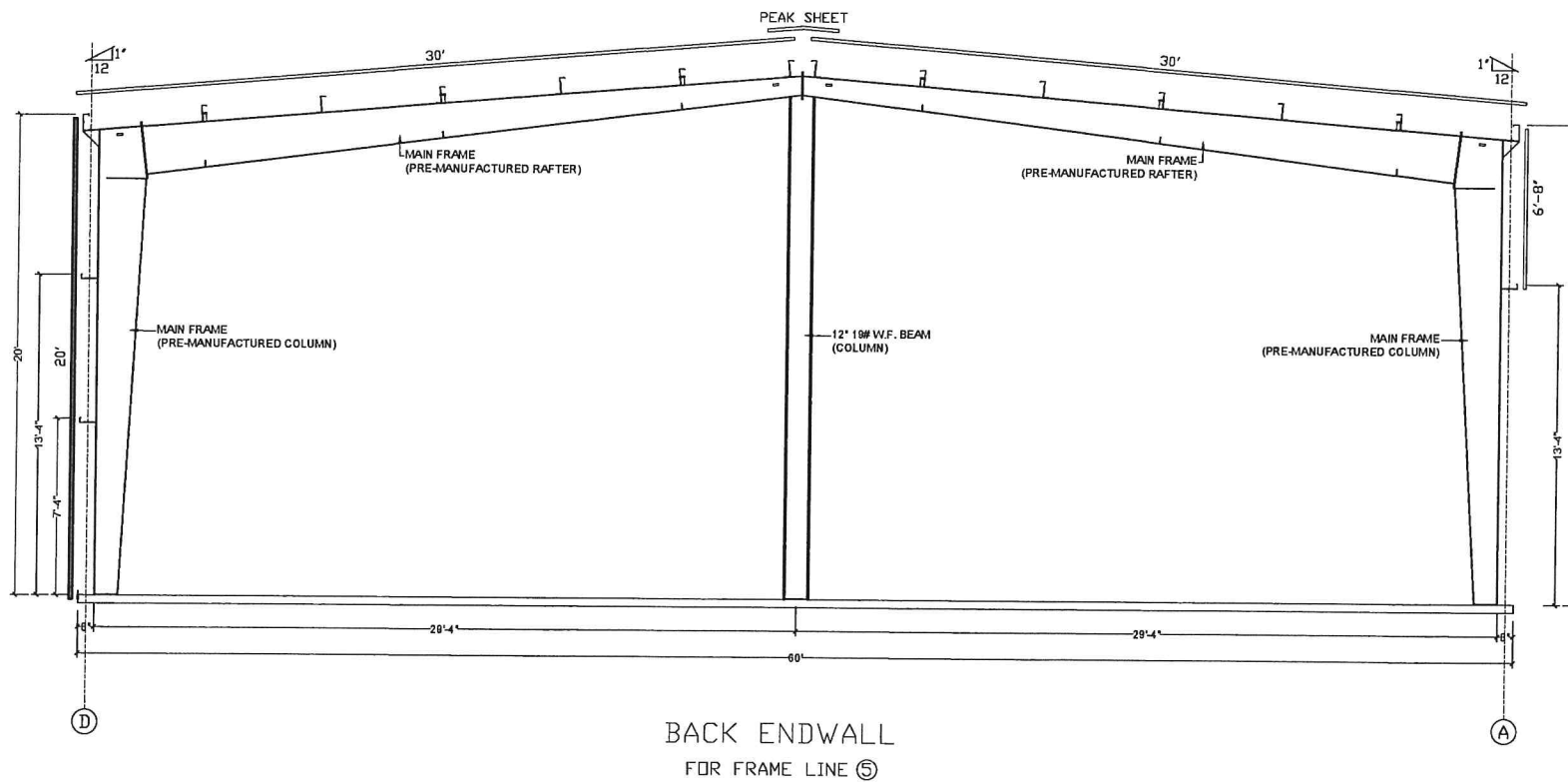
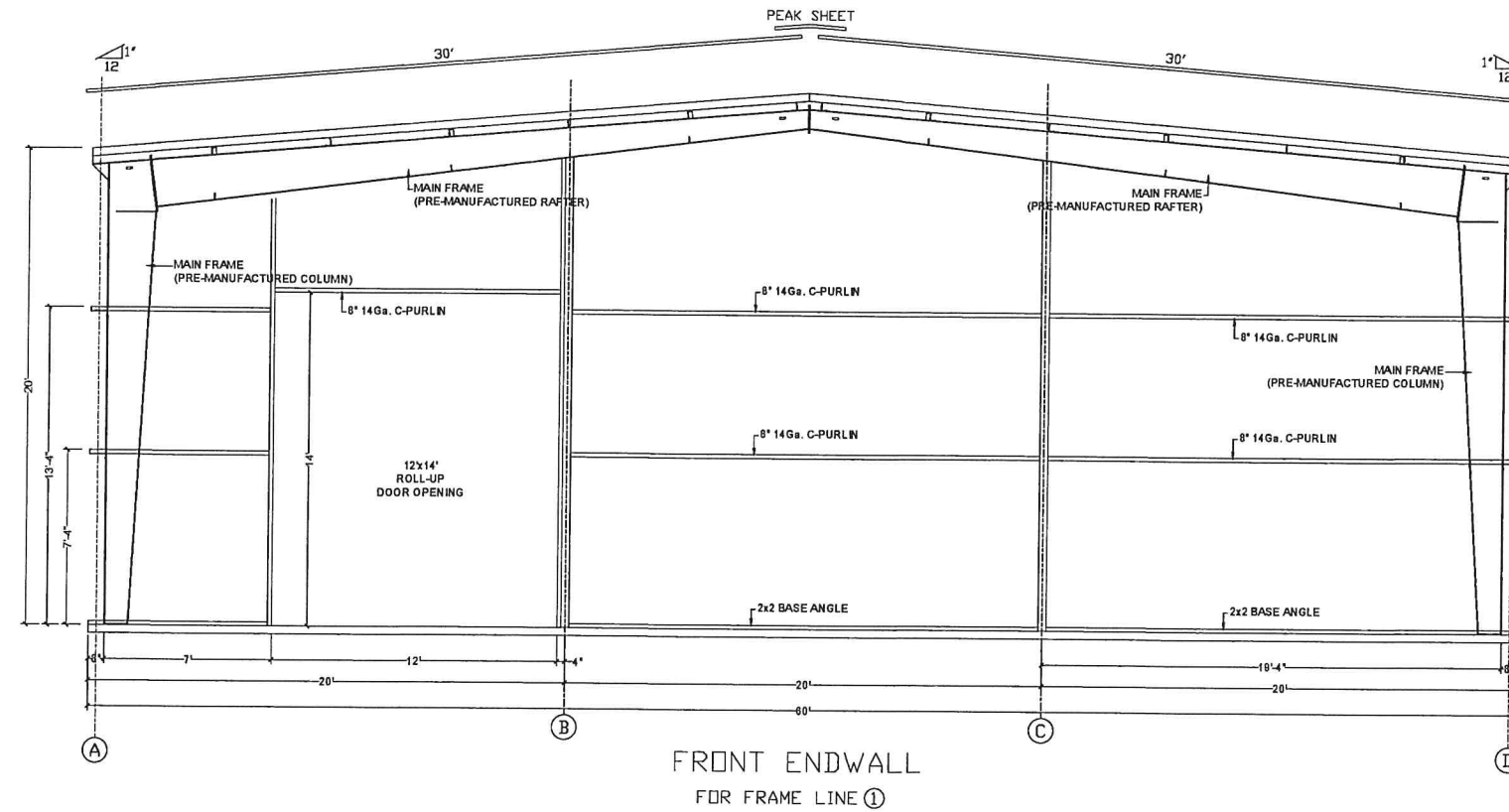
Cell: (956)343-3175 Sam
Cell: (956)499-6583 Sam Jr.
Cell: (956)650-5260 Amancio
30 Years Business Experience

•Metal Component Sales
•Panels •Insulation
•Trims •Fasteners
•Purlins

THE DESIGNER ASSUMES NO LIABILITY FOR ANY STRUCTURE CONSTRUCTED FROM THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS OF THE SITE AND THE ACCURACY OF THE DATA PROVIDED HEREON. BEFORE ACTUAL CONSTRUCTION COMMENCES, THE CONTRACTOR MUST VERIFY THE FOLLOWING:

1. THE EXISTING CONDITIONS OF THE SITE.
2. THE BUILDING CODES OF THE AREA WHERE THE STRUCTURE IS TO BE CONSTRUCTED AND LOCATED.
3. THE BUILDING CODES OF THE AREA WHERE THE STRUCTURE IS TO BE CONSTRUCTED AND LOCATED.
4. THE BUILDING CODES OF THE AREA WHERE THE STRUCTURE IS TO BE CONSTRUCTED AND LOCATED.
5. THE BUILDING CODES OF THE AREA WHERE THE STRUCTURE IS TO BE CONSTRUCTED AND LOCATED.
6. THE BUILDING CODES OF THE AREA WHERE THE STRUCTURE IS TO BE CONSTRUCTED AND LOCATED.
7. THE BUILDING CODES OF THE AREA WHERE THE STRUCTURE IS TO BE CONSTRUCTED AND LOCATED.
8. THE BUILDING CODES OF THE AREA WHERE THE STRUCTURE IS TO BE CONSTRUCTED AND LOCATED.
9. THE BUILDING CODES OF THE AREA WHERE THE STRUCTURE IS TO BE CONSTRUCTED AND LOCATED.
10. THE BUILDING CODES OF THE AREA WHERE THE STRUCTURE IS TO BE CONSTRUCTED AND LOCATED.

INCORPORATED TO ACTUAL SITE CONDITIONS.



THE DESIGNER ASSUMES NO LIABILITY FOR ANY STRUCTURE CONSTRUCTED FROM THIS PLAN. IT IS THE RESPONSIBILITY OF THE PURCHASER, CONTRACTOR, OR BUILDER TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED HEREIN BEFORE ACTUAL CONSTRUCTION COMMENCES. 1. BUILDER OR CONTRACTOR MUST VERIFY ALL DIMENSIONS PRIOR TO PROCEEDING WITH CONSTRUCTION. 2. BUILDER OR CONTRACTOR MUST VERIFY COMPLIANCE WITH ALL LOCAL BUILDING DEPARTMENT REQUIREMENTS PRIOR TO CONSTRUCTION. 3. PLANS INDICATE LOCATIONS ONLY. INCORPORATED TO ACTUAL SITE CONDITIONS.

REV	BY	DATE	DESCRIPTION

MANUAL COMP

LONGORIA & SON'S WELDING, INC.
 Steel Erection and Fabrication
 8055 Main St. East
 P.O. Box 982 • Mercedes, Texas 78570
 Email: longoria_sons_welding@yahoo.com

•Metal Component Sales
 •Panels •Insulation
 •Trims •Fasteners
 •Purlins

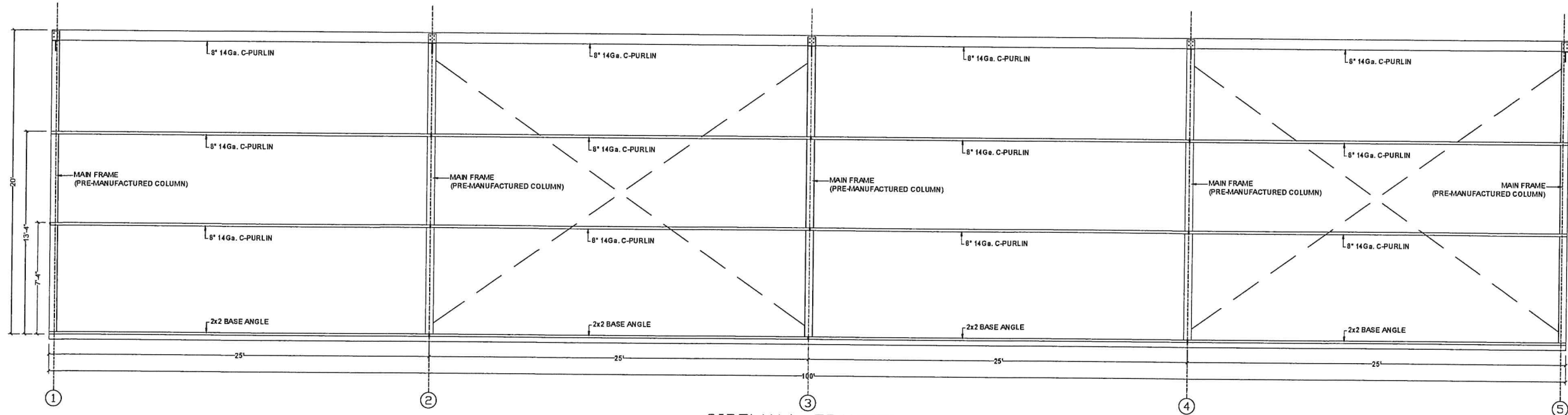
Cell: (956)343-3175 Sam Jr.
 Cell: (956)498-6583 Sam Jr.
 Cell: (956)850-5260 Arancio (Drafter)
 30 Years Business Experience

PROPOSED PROJECT:
 PROPOSED 60'x100' PALLET FACTORY
 LOT 7, BLOCK 41, CAPITALISTO DISTRICT SUBDIVISION
 MERCEDES, TX 78570

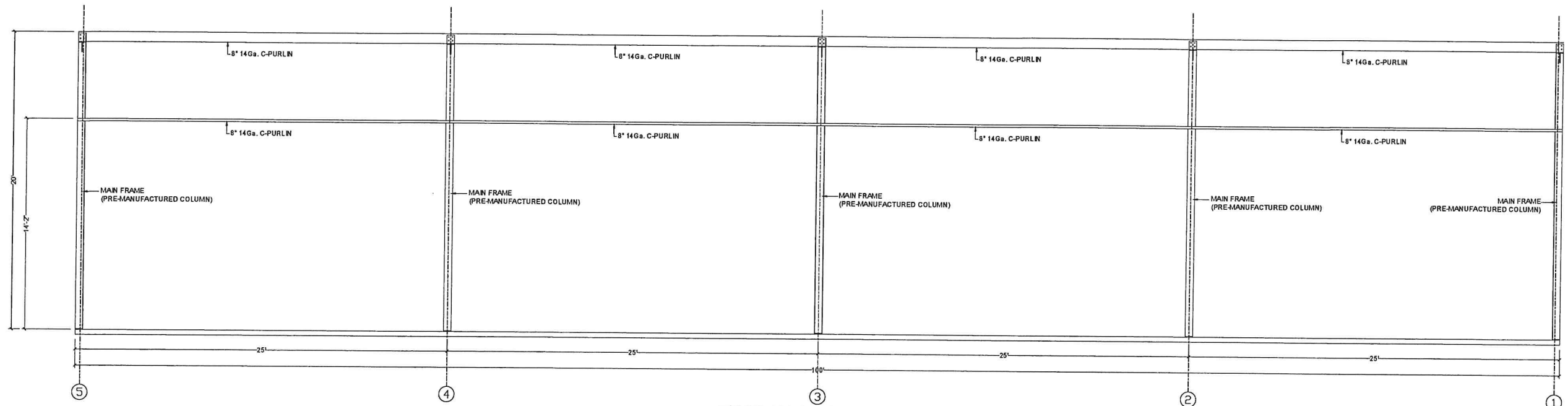
CUSTOMER:
 ARTURO PALACIOS
 T&R USA CONSTRUCTION LLC

DRAWN BY:
 A. LONGORIA

PROJECT NO.
 DATE
 10/03/24
 SCALE
 1/16" = 1'-0"
 DRAWING NO.
 ENDWALL
 FRAMING PLAN
 SHEET



SIDEWALL FRAMING
FOR FRAME LINE D



SIDEWALL FRAMING
FOR FRAME LINE A

THE DESIGNER ASSUMES NO LIABILITY FOR ANY STRUCTURE CONSTRUCTED FROM THIS PLAN. IT IS THE RESPONSIBILITY OF THE PURCHASER, CONTRACTOR, OR USER TO OBTAIN ALL NECESSARY PERMITS AND TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED HEREON PRIOR TO PROCEEDING WITH CONSTRUCTION. PRIOR TO PROCEEDING WITH CONSTRUCTION, THE CONTRACTOR MUST VERIFY COMPLIANCE WITH ALL LOCAL BUILDING CODES AND REGULATIONS. THIS PLAN IS TO BE CONSTRUCTED AND LOCATED AS SHOWN. NO PARTS SHOULD BE INCORPORATED TO ANY SITE CONDITIONS.

REV	BY	DATE	DESCRIPTION

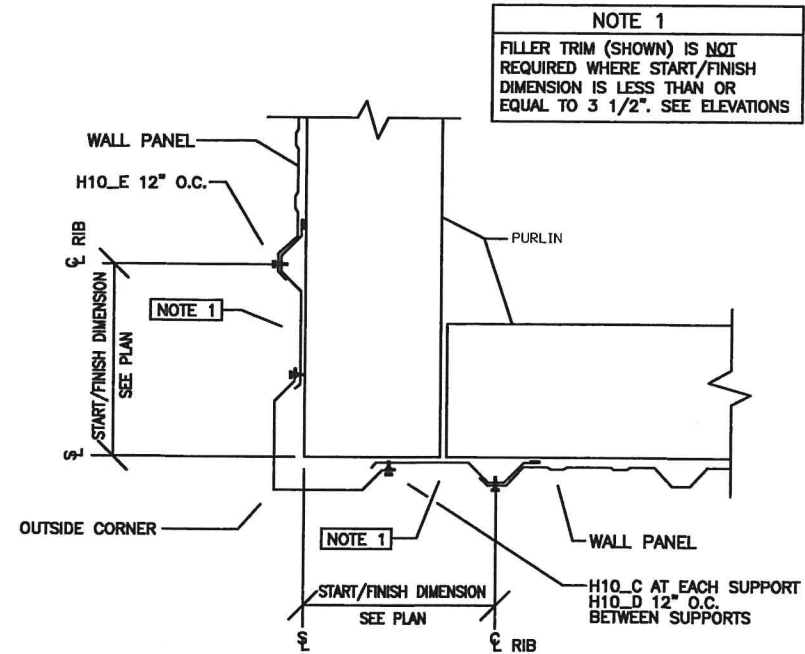
MANUAL COMP

LONGORIA & SON'S WELDING, INC.
 Steel Erection and Fabrication
 8055 Main St. East
 P.O. Box 982 • Mercedes, Texas 78570
 Email: longoria_sons_welding@yahoo.com

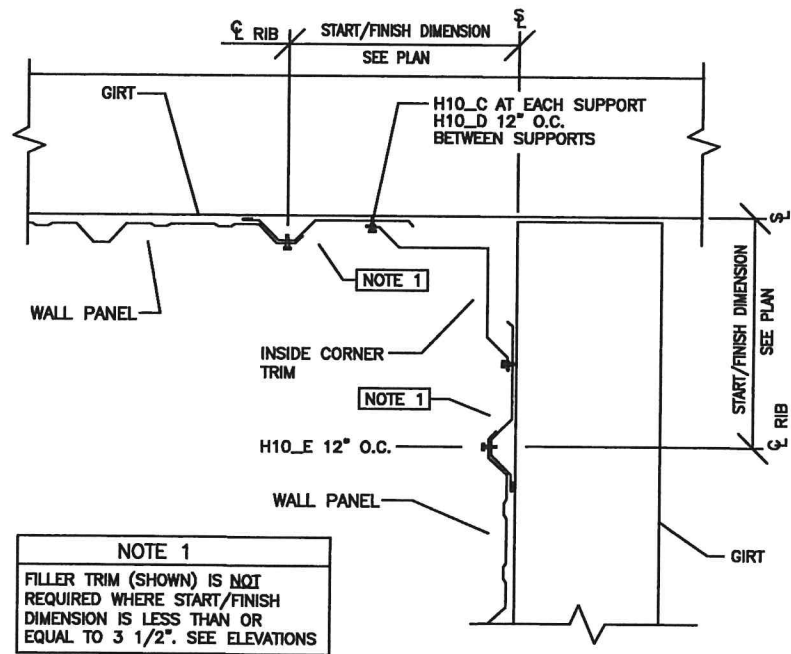
Cell: (956)343-3175 Sam
 Cell: (956)498-6583 Sam Jr.
 Cell: (956)550-5260 Amancio (Drafter)
 30 Years Business Experience

PROPOSED PROJECT:
 PROPOSED 80'x100' PALLET FACTORY
 LOT 7, BLOCK 41, CAPITALLO DISTRICT SUBDIVISION
 MERCEDES, TX 78570
 CUSTOMER:
 ARTURO PALACIOS
 T&R USA CONSTRUCTION LLC
 DRAWN BY:
 A. LONGORIA

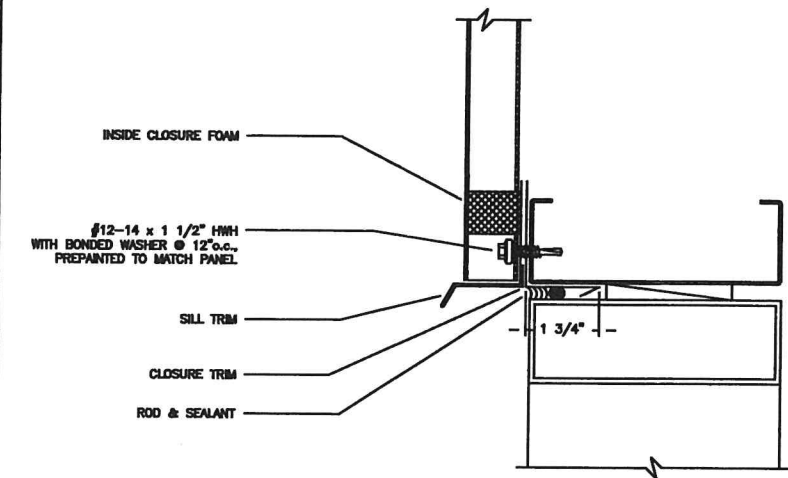
PROJECT NO.
 DATE
 10/03/24
 SCALE
 1/16" = 1'-0"
 DRAWING NO.
 SIDEWALL
 FRAMING PLAN
 SHEET



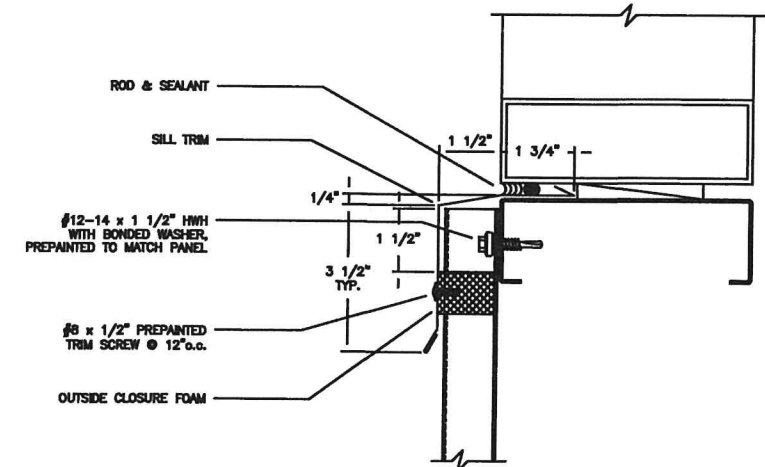
OUTSIDE CORNER @ STEEL WALL R- PANEL



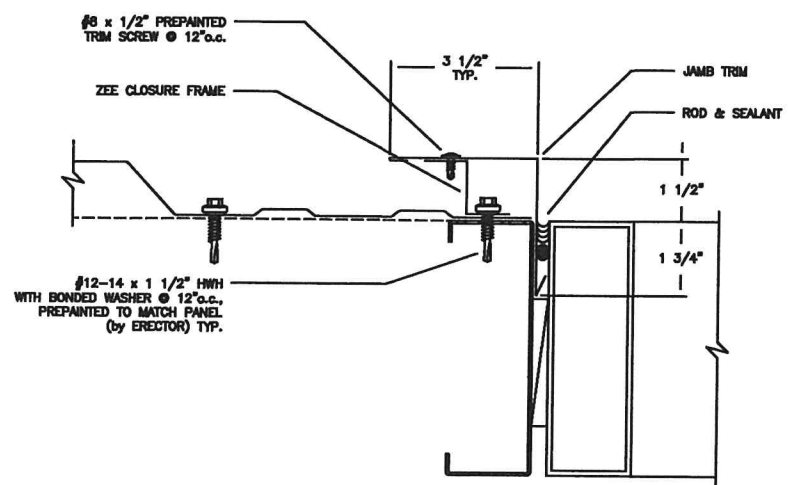
INSIDE CORNER @ STEEL WALL R- PANEL



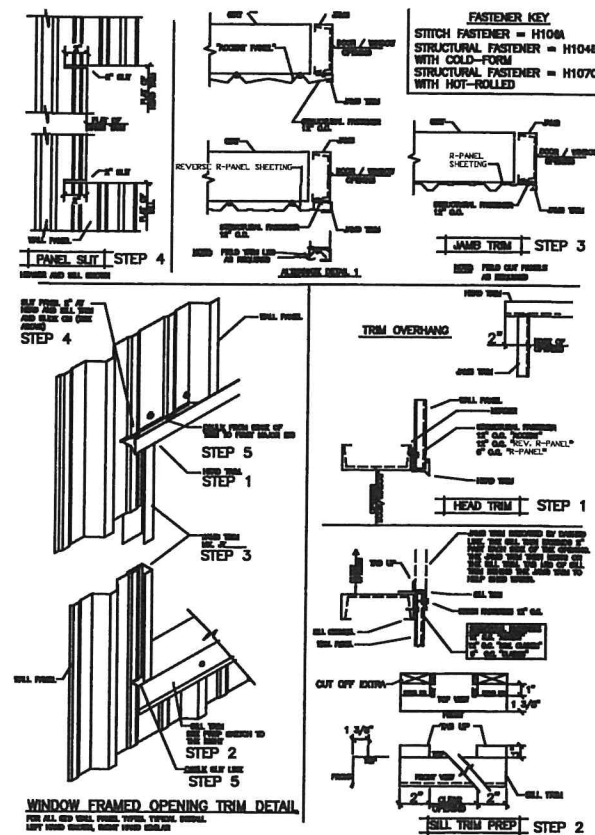
TYP. WINDOW HEAD



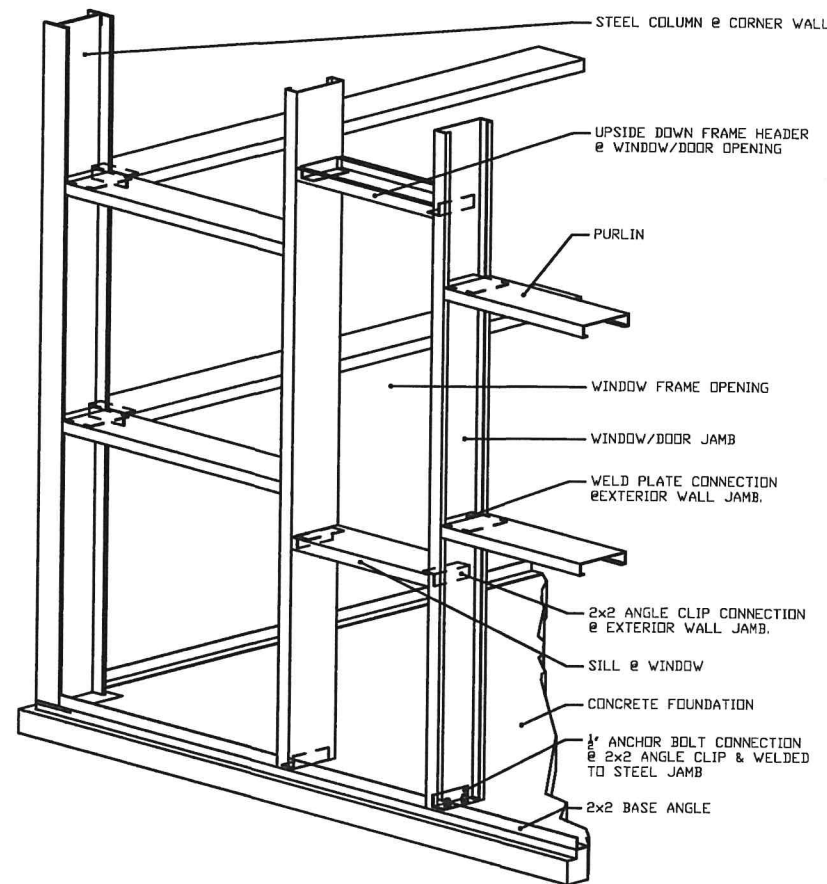
TYP. WINDOW SILL



TYP. WINDOW JAMB



TYP. DOOR & WINDOW FRAMED OPENING TRIM



TYP. STEEL FRAMING CONNECTION TYPES

THE DESIGNER ASSUMES NO LIABILITY FOR ANY STRUCTURE CONSTRUCTED FROM THIS PLAN. OF THIS PLAN. THE USER OF THIS PLAN, BEFORE ACTUAL CONSTRUCTION COMMENCES, 1. BUILDER OR CONTRACTOR MUST VERIFY CONSTRUCTION. 2. BUILDER OR CONTRACTOR MUST VERIFY CONSTRUCTION. 3. PLANS INDICATE LOCATIONS ONLY. IS TO BE CONSTRUCTED AND LOCATED. INCORPORATED TO ACTUAL SITE CONDITIONS.

MANUAL COMP	REV	BY	DATE	DESCRIPTION

LONGORIA & SON'S WELDING, INC.
Steel Erection and Fabrication
8005 Mills 3 East
P.O. Box 982 • Mercedes, Texas 78570
Email: longoria_sons_welding@yahoo.com

Cell: (956)343-3175 Sam
Cell: (956)498-8583 Sam Jr.
Cell: (956)650-5260 Anancio (Drafter)
30 Years Business Experience

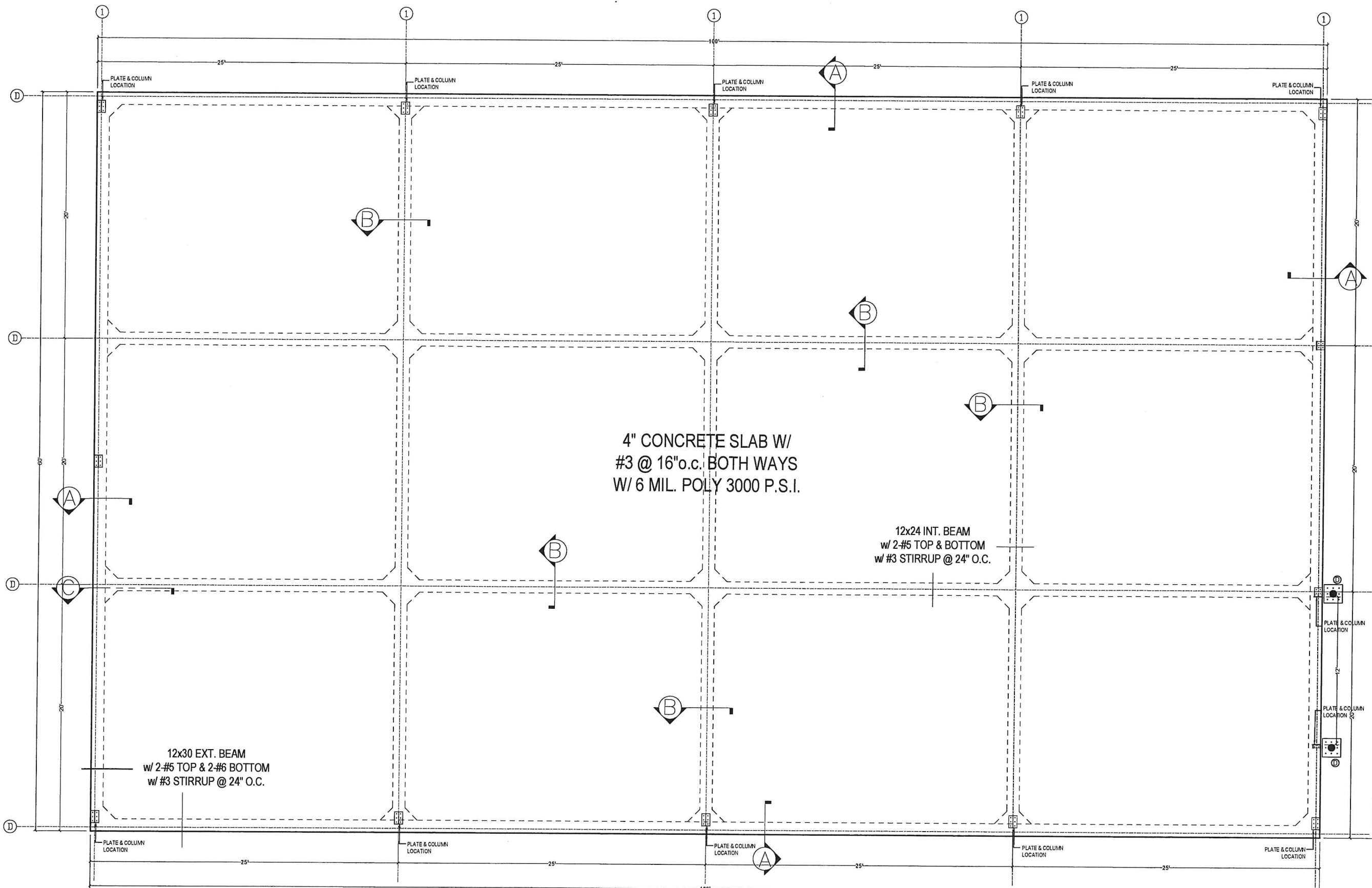
•Metal Component Sales
•Panels •Insulation
•Trims •Fasteners
•Purlins

PROPOSED PROJECT:
PROPOSED 80'x100' PALLET FACTORY
LOT 7, BLOCK 41, CAPITAL DISTRICT SUBDIVISION
MERCEDRES, TX 78570

CUSTOMER:
ARTURO PALACIOS
T&R USA CONSTRUCTION LLC

DRAWN BY:
A. LONGORIA

PROJECT NO:
DATE: 10/03/24
SCALE: N.T.S.
DRAWING NO: ENDWALL
SHEET: FRAMING PLAN



FOUNDATION PLAN

THE DESIGNER ASSUMES NO LIABILITY FOR ANY STRUCTURE CONSTRUCTED FROM THIS PLAN. IT IS THE RESPONSIBILITY OF THE PURCHASER, CONTRACTOR, OR OTHER PARTY TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED HEREIN BEFORE ACTUAL CONSTRUCTION COMMENCES. 1. - BUILDER OR CONTRACTOR MUST VERIFY CONSTRUCTION PRIOR TO PROCEEDING WITH 2. - BUILDER OR CONTRACTOR MUST VERIFY CONFORMANCE WITH ALL LOCAL BUILDING CODES AND ORDINANCES. 3. - PLANS INDICATE LOCATIONS ONLY. LOCATIONS SHOULD BE INCORPORATED TO ACTUAL SITE CONDITIONS.

REV	BY	DATE	DESCRIPTION

MANUAL COMP

LONGORIA & SON'S WELDING, INC.
Steel Erection and Fabrication
8055 Main Street
P.O. Box 982 • Mercedes, Texas 78570
Email: longoria_sons_welding@yahoo.com

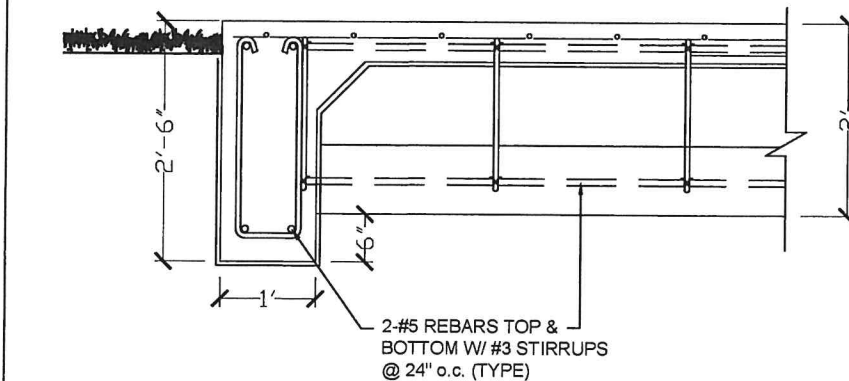
•Metal Component Sales
•Panels •Insulation
•Trims •Fasteners
•Purlins

Cell: (956)343-3175 Sam
Cell: (956)499-6583 Sam Jr.
Cell: (956)650-5260 Amancio (Drafter)
30 Years Business Experience

PROPOSED PROJECT:
PROPOSED 60'x100' PALLET FACTORY
LOT 7, BLOCK 41, CAPITALLO DISTRICT SUBDIVISION
MERCEDES, TX 78570

CUSTOMER:
ARTURO PALACIOS
T&R USA CONSTRUCTION LLC
IRVING, TX
A. LONGORIA

PROJECT NO.
DATE
10/03/24
SCALE
1/8" = 1'-0"
DRAWING NO.
FOUNDATION PLAN
SHEET



	EXTERIOR CONCRETE BEAM @ INTERIOR BEAM CONNECTION
---	--

[illegible]

- Metal Component Sales
- Panels •Insulation
- Trims •Fasteners
- Purlins

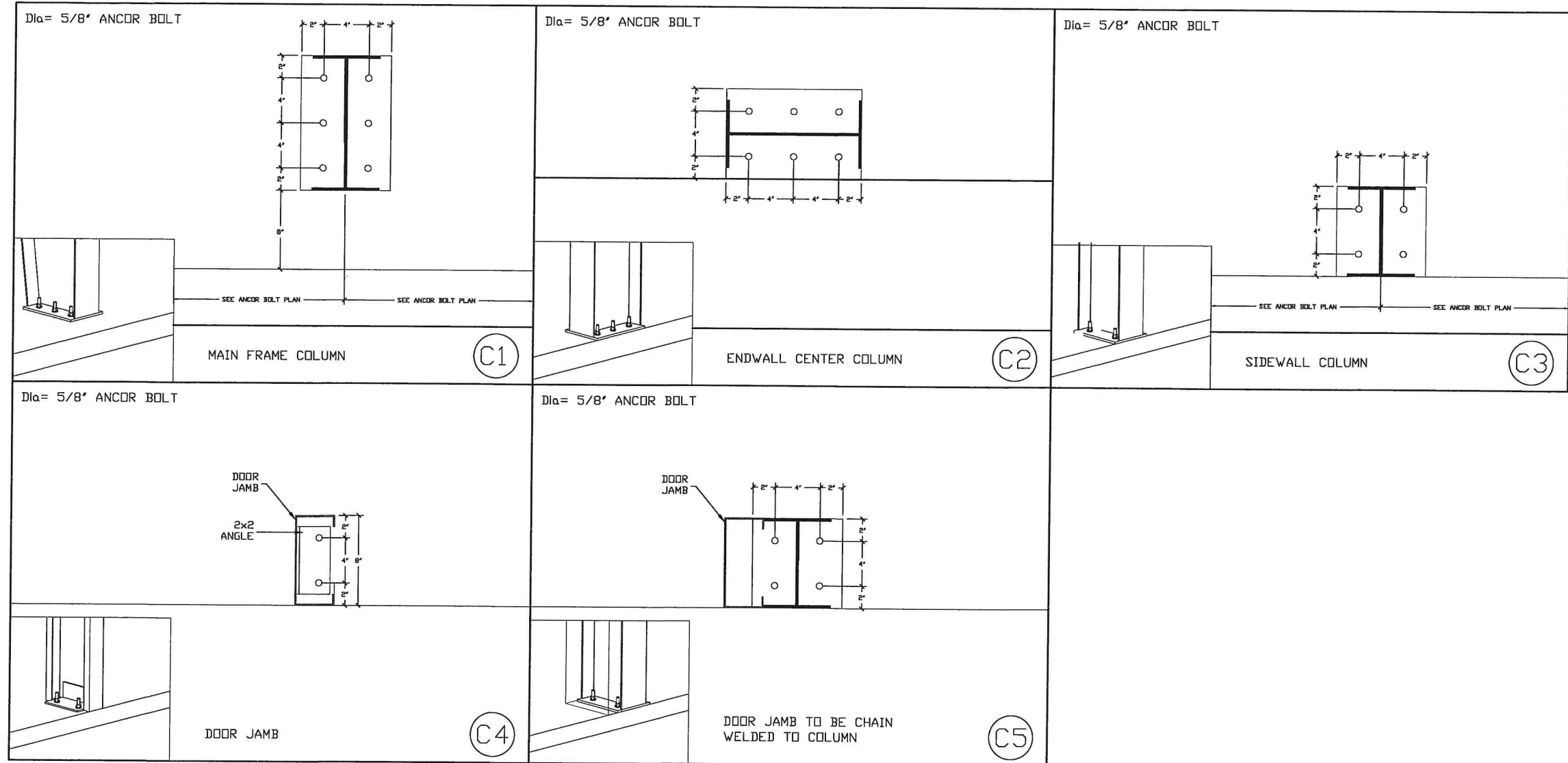
Cell: (956)343-3175 Sam
Cell: (956)499-6583 Sam Jr.
Cell: (956)650-5260 Amancio (Draft)

30 Years Business Experience

DATE	10/03/24
SCALE	1/2" = 1'-0"
DRAWING NO.	FOUNDATION DETAILS
SHEET	P12 Page 51

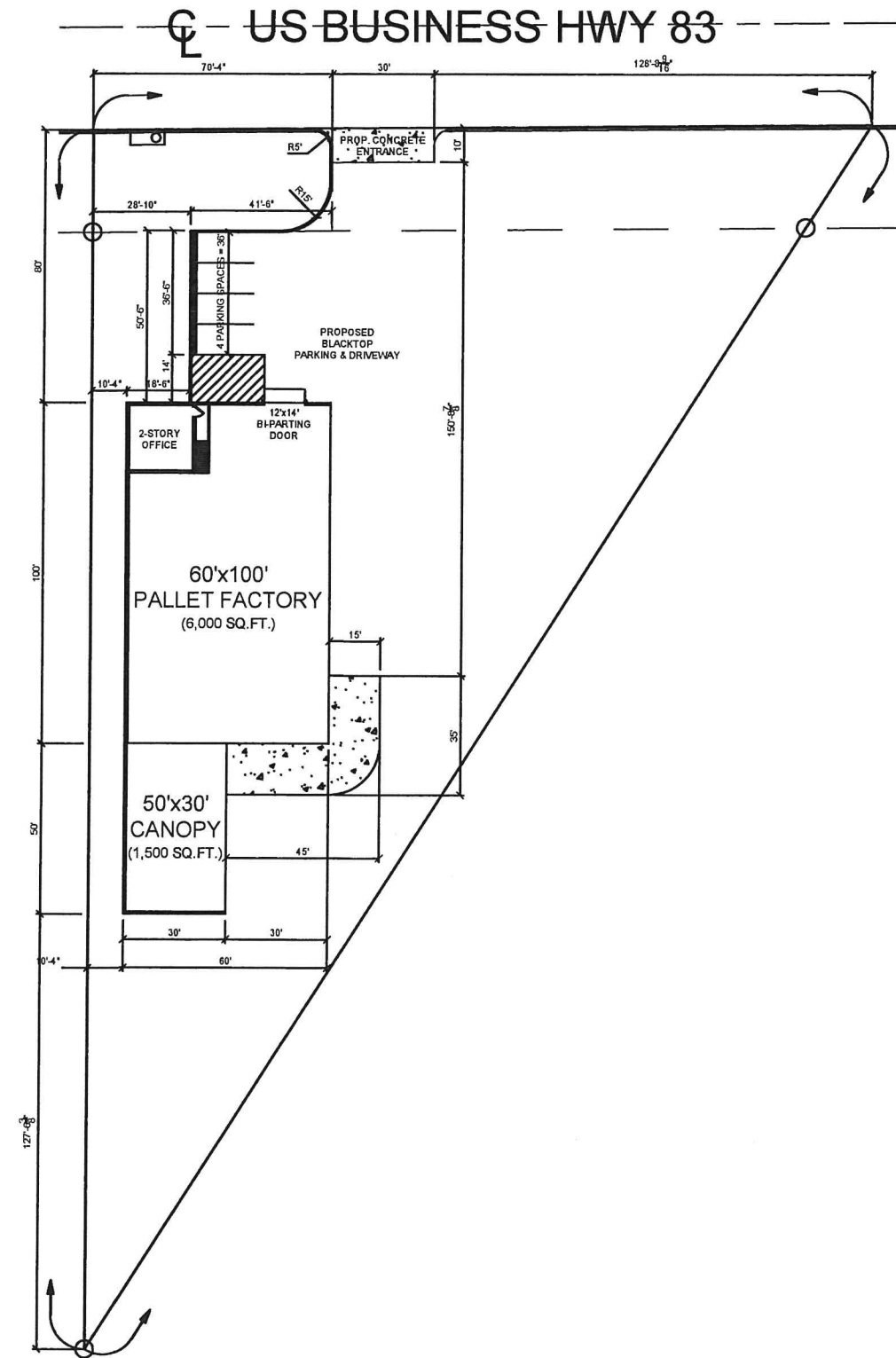
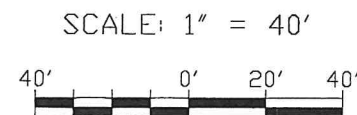


PROJECT NO.	
DATE	10/03/24
SCALE	1/8" = 1'-0"
DRAWING NO.	
ANCHOR BOLT PLACEMENT PLAN	
SHEET	



THE DESIGNER ASSUMES NO LIABILITY FOR ANY DAMAGE TO THE STRUCTURE CONSTRUCTED FROM THIS PLAN. IT IS THE RESPONSIBILITY OF THE PURCHASER OF THIS PLAN, TO PERFORM THE FOLLOWING BEFORE ACTUAL CONSTRUCTION COMMENCES.

1. BUILDER OR CONTRACTOR MUST VERIFY ALL DIMENSIONS PRIOR TO PROCEEDING WITH CONSTRUCTION.
2. BUILDER OR CONTRACTOR MUST VERIFY COMPLIANCE WITH ALL LOCAL BUILDING CODES OF THE AREA WHERE THE STRUCTURE IS TO BE CONSTRUCTED AND LOCATED.
3. PLANS INDICATE LOCATIONS ONLY. ENGINEERING ASPECTS SHOULD BE INCORPORATED TO ACTUAL SITE CONDITIONS.



THE DESIGNER ASSUMES NO LIABILITY FOR ANY STRUCTURE CONSTRUCTED FROM THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING BEFORE ACTUAL CONSTRUCTION COMMENCES:

1. BUILDER OR CONTRACTOR MUST VERIFY ALL DIMENSIONS PRIOR TO PROCEEDING WITH CONSTRUCTION.
2. BUILDER OR CONTRACTOR MUST VERIFY COMPLIANCE WITH ALL LOCAL BUILDING CODES OF THE AREA WHERE THE STRUCTURE IS TO BE CONSTRUCTED.
3. PLANS INDICATE LOCAL TOWNSHIPS. ENGINEERING ASPECTS SHOULD BE INCORPORATED TO ACTUAL SITE CONDITIONS.

[illegible]

MANUAL COMP



8055 Mills 3 Envt
P.O. Box 982 • Mercedes, Texas 78570
Email: longorka_sona_welding@yahoo.com

- Metal Component Sales
- Panels • Insulation
- Trims • Fasteners
- Purlins

Cell: (956)343-3175 Sam
Cell: (956)499-6583 Sam Jr.
Cell: (956)650-5260 Amancio
30 Years Business Experience

PROPOSED PROJECT:
PROPOSED 60'x100' PALLET FACTORY
LOT 7, BLOCK 44, CAPISALLO DISTRICT SUBDIVISION
MERCED, TX 78570

ARTURO PALACIOS
T&R USA CONSTRUCTION LLC

A. LONGORIA

DATE 10/03/24

SCALE
1" = 101.25'

DRAWING NO.

SITE PLAN

SHEET

DATE: June 3, 2025
FROM: Alberto Perez, City Manager
ITEM: **Discussion and possible action to Approval of contract renewal with South Texas Bright Water Solutions for 3 months**

BACKGROUND INFORMATION: South Texas Bridge Water Solutions were contracted in January to assist the City with TCEQ Compliance. They have submitted the information for the current year and are working on submitting the information for the previous years. The City would like to extend their current contract by three months to align their contract with the Fiscal Year. If needed, the contract should be coming back to the agenda for review

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):

\$ 1700 per month

Account Number(s):

02-535-2180

Finance Review by: Yes

LEGAL REVIEW: Yes

ATTACHMENTS:

1. South Texas Brightwater Solutions

STAFF RECOMMENDATION: To approve the renewal of a three-month extension and revisit a one-year agreement next fiscal year.

CONTRACT FOR PROFESSIONAL SERVICES
City of Mercedes, Texas and South Texas Brightwater Solutions

This contract ("Agreement") is entered into on this **1st** day of **January, 2025**, by and between the City of Mercedes, Texas ("City"), a municipal corporation, and South Texas Brightwater Solutions ("Contractor"), a professional services provider, collectively referred to as the "Parties."

WHEREAS, the City requires professional services related to sanitary sewer and water system management; and

WHEREAS, the Contractor has the expertise and capability to provide the required services;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Scope of Services

The Contractor shall provide the following services to the City:

1. Sanitary Sewer Lift Station Inspection

- Conduct inspections of the City's sanitary sewer lift stations every six (6) months.
- Each inspection shall include a detailed assessment of equipment functionality, identification of potential safety hazards, and recommendations for any necessary repairs or maintenance.

2. Regulatory Compliance Oversight

- Provide oversight to ensure compliance with applicable local, state, and federal regulations.
- Deliver quarterly reports detailing compliance status, including any identified deficiencies and recommended corrective actions.

3. Water Use Survey

- Conduct a comprehensive Water Use Survey starting in 2025, as mandated by the Texas Water Development Board (TWDB).
- The survey shall include data collection from residential, commercial, and industrial users to evaluate patterns of water consumption, efficiency, and areas for conservation improvements.
- Provide a summary of findings and recommendations for optimizing water use in a format consistent with the City's and TWDB's standards.

4. Water Loss Report

- Prepare and deliver a detailed Water Loss Report starting in 2025, as mandated by the Texas Water Development Board (TWDB).
- The report shall identify unaccounted-for water, system inefficiencies, and potential leaks.
- Provide actionable recommendations for reducing water loss, with priority areas for infrastructure improvement clearly outlined.

2. Term of Agreement

This Agreement shall commence on **January 1st, 2025**, and shall remain in effect for a period of six (6) months, unless terminated earlier as provided in Section 8. Renewal for subsequent six-month terms shall be subject to mutual written consent of the Parties.

3. Compensation

The City agrees to compensate the Contractor for services rendered under this Agreement at a rate of **\$1,700** per month. Payment shall be made within thirty (30) days of receiving a detailed invoice from the Contractor.

4. Communication and Meetings

The Contractor shall primarily conduct work through phone and email. The Contractor's in-person availability shall be as follows:

1. In-Person Meetings:

The Contractor shall attend in-person meetings with the City no more than twice per month, provided that:

- The City provides at least seventy-two (72) hours' advance notice.
- Such meetings do not exceed four (4) hours in duration.

2. Full-Day Availability:

The Contractor shall be available for a full-day in-person meeting once every three (3) months, provided that:

- The City provides at least one (1) week's advance notice.
- Any in-person meeting exceeding four (4) hours shall be considered a full day.

5. Contractor Responsibilities

The Contractor shall:

1. Perform all services in a professional, timely, and competent manner consistent with industry standards.
2. Adhere to all applicable laws, rules, and regulations.
3. Provide the City with regular updates and reports as specified in this Agreement.

6. City Responsibilities

The City shall:

1. Provide necessary access to information and facilities for the Contractor to perform the required services.
2. Promptly respond to Contractor inquiries and requests for information.
3. Review and approve deliverables within a reasonable timeframe.

7. Independent Contractor

The Contractor shall perform all work under this Agreement as an independent contractor and not as an employee of the City. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties.

8. Termination

Either Party may terminate this Agreement by providing thirty (30) days' written notice to the other Party. In the event of termination, the City shall pay the Contractor for all services satisfactorily performed up to the date of termination.

SIGNATURES

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

For South Texas BrightWater Solutions LLC.

By: _____

Name: _____

John A. Gonzalez
JOHN A. GONZALEZ

Title: _____

Date: _____

For the City of Mercedes, Texas

By: Alberto Perez

Name: Alberto Perez

Title: City Manager

Date: 02/04/2025

DATE: June 3, 2025
FROM: Meredith Hernandez, Interim Finance Director
Alberto Perez, City Manager
ITEM: **Discussion and possible action to Approval of Settlement Agreement with the Outlet Mall**

BACKGROUND INFORMATION:

Following the prior agreement established in 2007, we had fallen behind by approximately \$3 million in payments. The Outlet Mall recently reached out, requesting that we catch up on these outstanding payments.

As a result, a new agreement had to be drafted to address the payment shortfall and update the terms accordingly.

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:

None

STAFF RECOMMENDATION: Approval with final review of the City Attorney and any legal recommendations