
MERCEDES CITY COMMISSION
REGULAR MEETING
JULY 15, 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 by Mayor Pro-Tem Saldana**
4. **Pledge of Allegiance by Commissioner Martinez**
5. **Open Forum**
6. **Consent Agenda**
 - a. Approval of Minutes for Meeting(s) held July 1, 2025
 - b. Second and Final Reading of Ordinance 2025-13 amending the Mobile Food Vendor Ordinance
 - c. Second and Final Reading of Ordinance 2025-15 regarding the voluntary annexation for Arturo Palacios
 - d. Second and Final Reading of Ordinance 2025-16 designating 3rd Street as a One-Way Street between Texas Ave. and Ohio Ave.
7. **Ordinances/Resolutions**
 - a. Approval of First Reading of Ordinance 2025-17 amending Garage, Patio, Yard Sale Ordinance
 - b. Approval of First Reading of Ordinance 2025-18 amending Cross-Connection Control, Backflow Prevention, and Irrigation System Installation (TCEQ)
 - c. Approval of Resolution 2025-16 suspending the Texas Gas Service Requested Increase
 - d. Approval of Resolution 2025-17 authorizing application with Texas Parks and Wildlife
8. **Bids/Contracts**
 - a. Discussion and possible action to accept qualifications for Engineering Services and renew existing contracts
9. **Monthly Departmental Reports**
 - a. Planning Dept, I.T Dept, Library, Public Works, City Sec/HR, Fire Dept.
10. **Executive Session: Chapter 551, Texas Government Code, Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel Matters) and Section 551.087 (Economic Development)**

- a. Discussion with City Manager regarding personnel matters - Section 551.074
- b. Consultation with Attorney regarding update on litigation - Section 551.071
- c. Consultation with Attorney regarding Project Updates - Section 551.087

11. Open Session

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

12. Adjournment

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a Regular Meeting on Tuesday, July 15, 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 11TH DAY OF JULY, 2025.

ATTEST:



Joselynn Castillo, City Secretary

Time of Posting: 4:30 P.M.

ACCESSIBILITY STATEMENT

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

**MERCEDES CITY COMMISSION
REGULAR MEETING
JULY 1, 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 Armando Garcia
Mayor Pro-Tem Ruben Saldana

MEMBERS ABSENT: Commissioner Jacob Howell

STAFF PRESENT: Alberto Perez, City Manager
Joselynn Castillo, City Secretary
Martie Garcia Vela, City Attorney
Patricio Avila, Asst. City Manager
Meredith Hernandez, Interim Finance Director
Kristine Longoria, Human Resources
Michael Rocha, I.T Director
Tom Villagomez, Public Works Director
Armando Villela, Parks Director
Denisse Hernandez, Interim Planning Director

OTHERS PRESENT: Juan Vasquez, Juan Cuba, Orlando Diaz, Michelle Muniz

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.
Commissioner Howell was absent.

3. Invocation by Mayor Montoya

4. Pledge of Allegiance by Mayor Pro-Tem Saldana

5. Open Forum

There were no comments from the public.

6. Presentation

a. Lighting Project Update by Marco Arredondo, Inc. and AEP

Mr. Perez informed the Commission that a meeting was held with AEP to address the streetlights that are currently non-operational throughout the City. AEP reported that they have resolved issues with 41 streetlights to date. Additionally, AEP committed to providing the City with weekly updates on the status of pending lighting repairs. This process was not in place previously. There was no further discussion on this item.

- b. Proclamation for Fair Housing Month
Mayor Montoya read the proclamation recognizing April as Fair Housing Month.

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

- a. Approval of the Fair Housing Policy
Commissioner Martinez motioned to approve the Fair Housing Policy. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

8. Consent Agenda

- a. Approval of Minutes for Meeting(s) held June 17, 2025
Commissioner Martinez motioned to approve the items under consent agenda.
Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

9. Ordinances/Resolutions

- a. Approval of First Reading of Ordinance 2025-13 amending the Mobile Food Vendor Ordinance

Interim Planning Director Ms. Hernandez presented proposed ordinance changes related to the operation of ice cream trucks within the City. She informed the Commission that the updated regulations will now require ice cream truck vendors to obtain a business permit and comply with sanitation standards, time-of-operation limitations, and insurance requirements. Commissioner Martinez motioned to approve the ordinance and forego the reading. Commissioner Saldana seconded. Upon a called vote, the motion passed unanimously.

- b. Second and Final Public Hearing for the Voluntary Annexation of Arturo Palacios
Ms. Hernandez informed the Commission that this is the property with the pallet warehouse between Mile 1 1/2 E. and Mile 2 E. on Business 83. Mayor Montoya opened the Public Hearing at 6:40 p.m. There were no comments from the public. Mayor Montoya closed the public hearing at 6:43 p.m.

- 1) Approval of First Reading of Ordinance 2025-15 regarding the voluntary annexation for Arturo Palacios

Commissioner Martinez motioned to approve the ordinance and forego the reading.
Commissioner Saldana seconded. Upon a called vote, the motion passed unanimously.

- c. Approval of Ordinance 2025-16 designating 3rd Street as a One-Way Street between Texas Ave. and Ohio Ave.

Commissioner Martinez motioned to approve the ordinance and forego the reading.
Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

10. Bids/Contracts

- a. Discussion and Possible Action on the review of Contracts for Engineering Services
Ms. Castillo addressed the Commission regarding the review of engineering service contracts. She explained that the item was placed on the agenda as part of the annual contract review process, noting that the current engineer's contract is set to expire at the

end of August. However, she clarified that the list of engineers was not yet complete and that there are additional firms on rotation. She recommended splitting the review and placing the remaining engineers on the next agenda. Mayor Montoya suggested tabling the item until the complete list of engineers can be presented. Commissioner Martinez motioned to table the review of contracts for Engineering Services. Mayor Pro-Tem Saldana seconded the motion. Upon a called vote, the motion passed unanimously.

- 1) Rio Delta Engineering
 - 2) SDI Engineering
 - 3) Freese & Nichols Engineering
 - 4) Supreme Engineering
- b. Contract Review between the City of Mercedes and Perdue, Brandon, Fielder, Collins, & Mott, LLP and possibly go out for RFP's
- Ms. Castillo informed the Commission that the City has been contracted with Perdue for approximately 15 years, and the current contract is set to expire at the end of the fiscal year. In response to a question from the Commission, Ms. Castillo stated that the City has not recently gone out for bids for these services. Mayor Montoya clarified that the City had previously gone out for bids several years ago. Commissioner Martinez motioned to approve renewing the contract with PBFCM. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.
- c. Discussion and Possible Action to Approve The Interlocal Agreement For Police Services Between The City of Mercedes And The Mercedes Independent School District

Commissioner Martinez motioned to approve the interlocal agreement between the City of Mercedes and the Mercedes Independent School District (MISD). Commissioner Garcia seconded the motion. Upon a called vote, the motion passed unanimously. In response to a question, Lt. Diaz clarified that the agreement contains no changes from the previous year and is simply a renewal for an additional year. He added that the City will continue to provide five officers under the terms of the agreement.

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)

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 6:55 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

12. Open Session

Mayor Montoya called the meeting back to order at 8:27 p.m.

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

13. Adjournment

Commissioner Martinez motioned to adjourn. Commissioner Saldana seconded. Upon a called vote, the motion passed unanimously. The meeting adjourned at 8:28 p.m.

ORDINANCE NO. 2025-13

AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS, AMENDING ORDINANCE NO. 2020-09; AMENDING THE CITY OF MERCEDES CODE OF ORDINANCES, CHAPTER 6, HEALTH AND SANITATION, ARTICLE 6.04 FOOD ESTABLISHMENTS, DIVISION 2. MOBILE FOOD VENDORS, TO ADD NEW DESIGN REQUIREMENTS FOR MOBILE FOOD VENDORS AND TO ADD A NEW SECTION REGULATING ICE CREAM TRUCKS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Mercedes finds it in the best interest of the health, safety, and welfare of its residents and visitors to adopt reasonable regulations concerning the operation of mobile food vendors within the city; and

WHEREAS, the City Commission seeks to ensure mobile food vendors operate in a manner that is safe, sanitary, and compatible with surrounding uses and neighborhoods; and

WHEREAS, the City Commission wishes to amend Ordinance No. 2020-09 to include updated regulations for the permitting, operation, location, and enforcement of mobile food vendors;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS:

That Ordinance No. 2020-09 is hereby amended, and the regulations hereto be titled “**Mobile Food Vendor Regulations**” are hereby adopted and incorporated into the Code of Ordinances of the City of Mercedes, Texas.

SECTION I. DEFINITIONS.

Edible goods may include, but are not limited to:

- (1) Prepackaged food including, but not limited to, candy, beverages, chips, popsicles and ice cream.
- (2) Prepared food including, but not limited to, hot dogs, desserts, sandwiches and pizza.
- (3) On-site prepared food including, but not limited to, shaved ice, sandwiches and tacos.

Mobile food vendors shall mean any business which sells edible goods from a non-stationary vehicle within the city. The terms shall include mobile food trucks: a self-contained, motorized unit selling items defined as “edible goods.”

Non-refrigerated shall mean edible goods that are not required to be kept at a temperature below 41 degrees Fahrenheit according to the Federal Food and Drug Administration and the Texas Food Establishment Rules.

SECTION II. PERMIT AND APPLICATION.

- (a) Permit. Every mobile food vendor shall have a permit issued by the city to conduct business in the city. There is a limit of eight mobile food vendor permits.
- (b) Application. Every mobile food vendor shall apply for a permit on a form promulgated by the city. Each vending unit requires the processing of a separate permit. Applications for permits

meeting the requirements for mobile vendors shall be processed within ten (10) business days.

(c) Permit form. A complete application shall require the following information from the applicant to be considered:

1. Full name of applicant.
2. Legal name of business or entity.
3. State of incorporation or filing of a partnership or articles of association.
4. If applicable, copy of charter or articles of incorporation, and current listing of the directors, partners, or principles.
5. Sales tax number with a copy of sales tax permit.
6. Signed permission from or provide notarized affidavit from the private property owner(s) granting permission for unit placement.
7. Name, phone number, and driver's license number of (vending) business owner and all employees operating within the mobile food vendor unit.
8. Proposed itinerary with route, vending locations, and times of operation.
9. Contact name and phone number for mobile food vending unit while in route.
10. Description of product(s) being sold.
11. If applicable, detailed site plan where mobile food vending unit will be located on the property; to show entry/exit points, dimensions of paved parking allotted for the vending use, location of trash/dumpster to be used, restrooms, signage/flag(s), etc.
12. Dependent on a health-care emergency being officially declared, the provision of a Work Safe Plan that would include, but not necessarily be limited to, the inclusion and application of safe hygiene practices, social distancing, gloves, and/or other prevailing safety standards as expressed by the Center for Disease Control (CDC) authorities, and/or from county/city authorities.
13. Vehicle identification number, description of mobile food vending unit, and photos of unit, and photos of unit [sic].
14. Description of attached signage, (all signs must be related to business and attached to food unit),
15. A valid Texas Driver's License, proof of valid vehicle liability insurance and proof of valid general liability insurance not less than \$50,000.00 for food business.
16. Signed affidavit with photo identification that each individual applicant:
17. Has no unpaid civil judgments against him or her in any state of U.S. possession which arise from a business activity which would have been covered by this section if in effect at the time in the jurisdiction where such judgments are of record.
18. A statement of all convictions in any state, the United States, or U.S. possession within the last ten (10) years

SECTION III. PERMIT FEE.

- (a) The application fee for a mobile food vendor permit shall be in the amount provided in the fee schedule in appendix A of this code. Each mobile food vendor unit shall be permitted separately. It is noted that the city hereby establishes that there shall be an approved ratio of mobile food truck vendors of 1 for each 6,000 population.
- (b) Mobile food vendor permits shall be valid for one (1) year from the date of permit issuance.
- (c) Upon renewal the applicant shall pay a renewal fee in the amount provided in the fee schedule in appendix A of this code. The applicant must submit the application and the renewal fee within 30 business days before expiration of the permit; if not, he/she must reapply as a new applicant.

SECTION IV. PERMIT DENIAL AND DISPLAY.

(a) Denial. A permit may be denied where:

1. An applicant is found to have an unpaid civil judgment(s) against him which relates to the duties and responsibilities of the permitted occupation which shall be determined by the nature and amount of the judgment, the relationship of the judgment to the purpose of the permit, and the extent that the permit would allow someone to engage in further activity that would lead to unsatisfied civil judgments;
2. An applicant has been convicted of a crime which directly relates to the duties and responsibilities of the licensed occupation which shall be determined by the nature and seriousness of the crime, the relationship of the crime to the purpose of the permit, and/ or the extent that the permit would allow someone to engage in further criminal activity;
3. The required information is incomplete or incorrect or shows that a person is not otherwise entitled to conduct business as a mobile food vendor; or
4. The subject applicant has had frequent and previous violations as described in this section.

(b) Display of permit. Every permit, including those from the city, shall be displayed at all times in a conspicuous place where it can be read by the general public on the mobile food vendor's truck.

SECTION V. PERMIT REVOCATION OR SUSPENSION.

- (a) A permit may be revoked upon conviction of any offense by an individual operating as a mobile food vendor in the city while engaged in the permitted business, or if a final conviction occurs, or is found to have existed at the time of application, or if civil judgments, as set forth above, are placed or found of record against an applicant. A permit may be suspended in the event of pending charges of a crime, as set forth above, upon a magistrate's determination of probable cause in connection with such charges.
- (b) A permit may be revoked for non-conformity to the application, location, specifications, or requirements as well as to non-conformity to an approved location plan or diagram.
- (c) An employee working for an applicant permitted as an employer under this section above may be denied the right to solicit under such permit, or such rights may be suspended or terminated, under the same circumstances and procedures which apply to the holder of the permit. Revocation or suspension of an employer's permit terminates all employee permit(s) that function under said permit(s).
- (d) A permit may be suspended or revoked for not complying with the requirements of this section, or any other ordinance, or laws, inclusive of health regulations. This provision to suspend or revoke may include any 'new' driver replacing the driver previously 'approved' during the permitting vetting process.
- (e) Continued failure to pay outstanding parking meter fees and/or fines owed to the city.
- (f) 1st violation. A warning may be issued, or the permit may be revoked or suspended and the vendor may become ineligible for a new or reissued permit for 90 consecutive days.
- (g) 2nd violation. Permit will be revoked and the vendor may become ineligible for a new or reissued permit for six (6) months.
- (h) 3rd violation. Permit will be revoked and the vendor will become ineligible for a new or reissued permit for one year.

- (i) A fine of not less than \$100.00 or more than \$1,000.00 per day per violation may be imposed. Each day will be a separate violation.

SECTION VI. APPEAL OF PERMIT REVOCATION, SUSPENSION, OR DENIAL.

- (a) The notice of revocation, suspension, or denial of a permit shall include the procedure for appealing the suspension, revocation, or denial.
- (b) If a city official with applicable jurisdiction revokes, suspends, or denies a mobile food vendor permit, the holder or applicant of the permit which has been revoked, suspended, or denied, shall have the right of appeal to the city manager, or designee, by submitting an appeal in writing to the city manager within ten (10) business days of the revocation, suspension, or denial; the appeal shall include the detailed justification as to why the permit should be issued or reinstated.
- (c) Pending action on the appeal, a permit which has been revoked or suspended shall be considered revoked or suspended; thus, no food sales shall be permitted to be sold during this tenure.
- (d) If a written appeal is not submitted within the ten (10) business days of revocation, suspension, or denial, or if appeal is denied, the permit shall hence be considered revoked, suspended or denied.

SECTION VII. REAPPLICATION AFTER REVOCATION, SUSPENSION, OR DENIAL OF PERMIT.

- (a) If a mobile food vendor or applicant is not in compliance with this section or any other ordinance, law or the approved terms of the vendor's application, the following action will be taken:
 - 1. 1st violation. A warning may be issued, or the permit may be revoked or suspended and the vendor may become ineligible for a new or reissued permit for 90 consecutive days.
 - 2. 2nd violation. Permit will be revoked and the vendor may become ineligible for a new or reissued permit for six (6) months.
 - 3. 3rd violation. Permit will be revoked and the vendor will become ineligible for a new or reissued permit for one year.
- (b) If any applicant's permit has been denied and the appeal is denied, the applicant may not reapply until 180 consecutive days have elapsed.

SECTION VIII. ZONING AND LOCATION RESTRICTIONS.

- (a) Distance regulations.
 - 1. No mobile food trucks shall conduct business within any single-family residential or non-business zoning district unless a city permit has been issued. If such is 'permitted', there shall be a 30-day probationary tenure for assessment at which time, the planning director may suspend or extend the mobile food truck's privileges of presence in approved residential neighborhoods.
 - 2. A mobile food vendor may not be located within 100 feet of the primary entrance of an operating (fixed-location) food service or eating establishment except during city- sponsored or other community events.
 - 3. A mobile food vendor shall not be located within 300 feet from another mobile food

vendor except during city-sponsored or other community events.

(b) A mobile food truck vendor shall not conduct sales at a stationary location:

1. For vending duration exceeding eight (8) hours per location on private property, and four (4) hours on public (street) property per day. Allowances may be granted by the city for additional time depending on type of activity or event.
2. For a duration exceeding ten hours in any 24-hour period
3. Mobile vendors using public streets for sales may not move to a new location not originally 'approved' during the application process, without prior approval from the city.
4. On any public street designated on the city's thoroughfare plan as a collector or greater.
5. In congested areas where the operation impedes vehicular or pedestrian traffic.
6. Before dawn or after dusk. Between the hours of 2:00 a.m. and 6:00 a.m.
7. On any driveway or fire lanes.
8. In a designated bike lane.
9. For a duration exceeding 45 minutes on any commercial street.

(c) Location regulations.

1. No mobile food vendor shall be located on any private property without written permission to do so and must immediately comply if asked to leave by the property owner, owners' agent, or city official. A copy of the written permission to operate in a specific location signed by the private property owner shall be kept within the mobile vending unit at all times.
2. No person shall distribute, deposit, place, throw, scatter or cast any commercial handbill.
3. No person shall distribute, deposit, place, throw, scatter or cast any commercial handbill upon any premises if requested by the property owner or city not to do so; or if there is placed near or at the entrance thereof a sign bearing the words "No Advertisement."
4. No person shall sell or offer for sale any item upon any premises if requested by the property owner or city official not to do so, or if there is placed at or near the entrance thereof a sign bearing the words "No Peddlers or Vendors," "No Trespassing," or "No Solicitors," or signage that substantially reflects the same message.
5. The intent of mobile food vendors is to allow for walk-up sales to pedestrians for food to go only. Vendors may not set-up tents, tables, chairs or any other displays within the selling areas.

SECTION IX. DESIGN REQUIREMENTS.

- (a) Floors of the food truck or concession trailer must be durable non-absorbent, easily cleanable material, including, but not limited to, anodized aluminum, stainless steel, or tile. All junctures must be properly sealed. All service lines and pipes must be installed off the floor to allow for easy cleaning.
- (b) Walls must be durable, easily cleanable, non-absorbent and light in color. Minimum wall materials include, but are not limited to aluminum or fiberglass reinforced plastic (FRP). Walls at vent hood and grill areas must be covered with stainless steel or aluminum panels. Wall covering must be installed to cover the entire height of each wall. Stud and utility lines may not be unnecessarily exposed on the wall or prevent cleaning.

- (c) Ceilings must be light in color, non-absorbent, and easily cleanable. Joints and rafters may not be exposed.
- (d) The cab of the vehicle must be physically separated from the food preparation area, with seats designated for the cook and any passengers located outside of the food preparation area.
- (e) An extinguishing vent hood, Type 1 or other if approved by the City of Mercedes Fire Marshal, shall be required when cooking process produces grease laden particles within the mobile unit. Said hood shall require testing in the presence of a City of Mercedes Fire Marshal designee.
- (f) Hand washing lavatories shall be located convenient to all food preparation and utensil washing areas. Each lavatory must be provided with hot and cold water under pressure with at least 15 seconds flow of water without reactivation. Soap and sanitary towels must be available at each hand sink.
- (g) Liquid waste connection is of different size than water connection. Potable water inlet is equipped with transition connections of type and size to prevent its use for other service.
- (h) The potable water tank must be permanently installed and of sufficient capacity for food preparation, dishwashing and general cleaning.
- (i) The retention tank must be permanently installed and of at least 15 percent larger capacity than the potable water supply tank. Potable water tanks must be located to prevent contamination from the wastewater retention tank or other sources of contamination.
- (j) A three compartment sink with a minimum of 110-degree water shall be provided for washing, rinsing, and sanitizing of utensils and equipment during food preparation on the vehicle. The sinks must be provided with hot and cold water under pressure and be equipped with drain boards. Large equipment and utensils may be washed in the three-compartment sink provided at the commissary. A minimum of six gallons of hot water or on demand water heater is required.
- (k) Enough refrigeration and hot food holding units must be provided to maintain the required temperature of potentially hazardous foods. Units should meet standards for commercial use such as NSF and UL standards or equivalent. Numerically scaled thermometers must be provided for each unit. Ice used for drinks located in a drink holding well must be drained into a liquid waste retention tank to be disposed of at the designated commissary. Cold hold is 41 degrees or less and Hot hold is 135 degrees or more.
- (l) Food and single service articles must be properly protected and stored at least six inches above the floor.
- (m) Adequate lighting must be provided and properly shielded.
- (n) Outer opening including pop-up vents and sunroof must be insect and rodent proof. Screens must be tight fitting and in good repair. (Duct tape is not acceptable). Service windows must be properly protected with screening of a size no larger than 16 mesh to the inch; must be tight fitting and free of breaks. The windows must be kept closed when not in service.
- (o) The vehicle must be clean, inside and out, painted, and in good condition. Only one servicing window is allowed on the curbside of the vehicle.

SECTION X. MOBILE FOOD VENDOR REQUIREMENTS.

The following regulations shall apply to mobile food vendors within any zoning district:

1. Mobile food establishments shall operate from a central preparation facility or other permitted fixed food establishment and shall report to such location for supplies and for cleaning and servicing operations. All operations equipment and/or display must be entirely removed at the end of each day's operation.
2. Each unit shall be equipped with a portable trash receptacle and shall be responsible for proper disposal of solid waste and wastewater in the sanitation facility legally accessed by the food service establishment. All disturbed areas must be cleaned following each stop to a minimum 20 feet of the sales location.
3. Mobile food vendor may not have a drive through.
4. Mobile food vendor may not exceed eight (8) hours of operations per location. A list of the locations must be submitted to and approved by the planning department during the permitting process.
5. Loud continuous music or repetitive sounds shall not project from the mobile unit to a degree that it would be annoying or disturbing the peace for people of a reasonable demeanor.
6. The use of mechanical loudspeakers or sound amplifiers on trucks or other moving vehicles for the purpose of advertising any show, sale or display of merchandise is prohibited. Vehicles will not be permitted with a sound generating device attached.
7. A five-foot clear space will be maintained around the mobile food vending unit while on a public street and 15 feet within private property.
8. No sales are allowed within public park facilities.
9. The mobile unit will be subject to inspection upon permit application through the code enforcement, health department and the fire marshal, and may be subject to random inspection, and upon reissuance of the permit.
10. No sales are allowed within public park facilities while park concession units are operating. Mobile units operating in public parks and on streets adjacent to public parks or recreational facilities require pre-approval by the director of planning.
11. A "No Smoking" sign must be posted next to the order window area.
12. An approved portable type ABC fire extinguisher tagged by a licensed company shall be kept accessible as directed by the city fire marshal or designee. A portable type K fire extinguisher is also required in the kitchen for cooking operation.
13. A kitchen fire suppression system and kitchen ventilation system is required to be NFPA 17A and NFPA 96 compliant and shall be required when the cooking process produces grease laden particles within the mobile unit. Said systems shall require testing in the presence of a city fire marshal or designee.
14. All cooking appliances shall be UL-approved appliances.
15. If cooking and using propane, a gas test must be performed by a licensed plumber.
16. Mobile food vendors shall provide the city with a copy of written permission from the property owner on an annual basis to allow the operation of a mobile vendor and to allow the mobile vendor and their customers' access to a commercially plumbed public restroom on-site. This public restroom shall be located within 100 feet of the mobile food unit.
17. Mobile food vendors shall be setback a minimum of 30 feet from a major thoroughfare if parked on private property, as identified on the city's thoroughfare plan.

18. Temporary connections to potable water are prohibited. Water shall be from an internal tank, and electricity shall be from a generator.
19. Mobile food vendors may operate only during the business hours of the primary business on the property.
20. No cooking may be done while the unit is in motion.
21. An itinerary must be provided for each truck prior to the first working day of each month. The health division must be advised of any changes immediately. Schedules must be accurate to within 30 minutes. A description of the food to be sold or served at each premise must accompany the itinerary.
22. All operators of mobile food trucks and concession trailers must have a current driver's license issued by the State of Texas, proof of vehicle liability insurance and proof of general liability insurance for the business.
23. The person in charge must have a current food protection manager certification recognized by the Texas Department of Health. All other operators must have a current food handler permit.
24. Adequate hair restraints are required in the food prep area.
25. Eating, drinking, chewing gum or the use of any tobacco product is prohibited in the food preparation/service area.
26. Foods, food containers, and single service items are to be covered and stored in a way to prevent contamination.
27. Open, unprotected displays of foods are not allowed.
28. All mobile units must be returned to commissary or food establishment daily for cleaning.
29. The vehicle must have firm name on both sides of the vehicle in three-inch letters and permit number on the front bottom right hand side window within 24 hours of the permitting inspection.
30. The vehicle must be returned to the commissary daily for servicing and loading of food products.

SECTION XI. ICE CREAM TRUCKS.

- (a) The vehicle must be clean, inside and out, painted, and in good condition. Only one servicing window is allowed on the curbside of the vehicle.
- (b) The vehicle must be equipped with left and right outside rear-view mirrors and two wide-angle mirrors; one located in the front and one located in the back of the vehicle.
- (c) The vehicle must be equipped with signs reading WATCH FOR CHILDREN and/or STOP FOR CHILDREN in five-inch letters on both the front and the back of the vehicle. It is recommended that signs be present on all four sides of the vehicle.
- (d) The vehicle must have firm name on both sides of the vehicle in three-inch letters and permit number on the front bottom right hand side window within 24 hours of the permitting inspection.
- (e) All vehicles must be equipped with operable four-way hazard lights and at least one permanently affixed amber light on the top of the vehicle. Lights must be turned on at all sales stops.

- (f) The use of mechanical loudspeakers or sound amplifiers on trucks or other moving vehicles for the purpose of advertising any show, sale or display of merchandise is prohibited. Vehicles will not be permitted with a sound generating device attached.
- (g) Floors and floor coverings must be constructed of a smooth and durable material, such as linoleum or metal, and must be easily cleanable. Carpeting of any type is strictly prohibited. The use of anti-slip floor covering will be allowed.
- (h) Walls and ceilings must be smooth, easily cleanable and non-absorbent. No carpet or exposed raw wood is allowed.
- (i) All equipment must be mounted and properly secured to eliminate unsafe conditions.
- (j) Food storage units must be clean, in good repair, and properly designed to maintain the food product at 10 degrees Fahrenheit or below. A visible thermometer must be provided.
- (k) All ice cream must be pre-wrapped, sealed, labeled and obtained from an approved source.
- (l) Pre-packaged candy, chips and soft drinks must be sold in single portion units. No hot foods such as nachos, hot dogs, cheese Cheetos, etc.
- (m) If soft drinks are cooled on wet ice, a retention tank must be provided for drainage purposes and must be disposed of at a designated commissary or food establishment.
- (n) A trash receptacle must be available to the customer from the outside of the vehicle.
- (o) A commissary or food establishment is required for a mobile food vendor to operate in the City of Mercedes.
- (p) Copies of the mobile food vendor permit must be retained on the vehicle at all times.
- (q) All drivers must possess a current Texas Driver's License, Texas License Plate and a Texas Safety Inspection Sticker.
- (r) Vendors shall not sell, distribute, or offer for sale, any products or services within two city blocks or 600 feet, whichever is greater, of the grounds of any public, private, parochial, elementary or secondary school between the hours of 7:30 a.m. and 4:30 p.m. on days when school is in session.
- (s) Vendors shall limit their hours to true daylight, which is defined as 30 minutes before sunrise to 30 minutes after sunset.

SECTION XII. OFFENSES AND REGULATIONS.

- (a) It shall be unlawful for any individual under this article to sell edible goods in the city unless its principal or employers has received a permit under this article.
- (b) A permit issued under this article is not transferable.
- (c) It shall be unlawful for an individual to sell edible food while displaying a valid permit issued by the city in the name of another individual, organization or entity.
- (d) Its shall be unlawful for any individual directly or through any agent or employee, to sell food within the corporate limits of the city after the expiration of the permit issued by the city under this article. If discovered and verified, the subject vendor shall not be eligible to re-apply until six (6) months have elapsed.

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 1ST DAY OF JULY, IN THE YEAR OF OUR LORD, 2025.

1st Reading: July 1, 2025

2nd Reading: July 15, 2025

CITY OF MERCEDES:

Oscar D. Montoya, Mayor

ATTEST:

Joselynn Castillo
City Secretary

APPROVED AS TO FORM:

Martie Garcia Vela
City Attorney

ARTICLE 6.04
FOOD ESTABLISHMENTS

DIVISION 1
Generally

§ 6.04.001. Texas Food Establishment Rules adopted.

- (a) Adoption. The Texas Food Establishment Rules (TFER), 2006 edition, is hereby adopted by reference as though copied herein fully.
- (b) Future updates. Whenever new updates to the code shall become available and fully assessed by the city, they shall then be deemed as “adopted” and enforceable. However, should there be a specific restriction on any of the updates that is incidentally discovered that may not be in the city’s best interests to enforce, the planning director and/or the city manager’s office shall assess and bring forth that restriction to the city commission for final disposition on whether to suspend that provision from enforcement.
- (c) References to duties of officials. Within said code, when reference is made to the duties of a certain official named therein, that designated official of the city who has duties corresponding to those of the named official in said code shall be deemed to be the responsible official insofar as enforcing the provisions of said code is concerned.
- (d) Penalty. Anyone who violates this section shall upon conviction thereof be fined in accordance with the general penalty provided in section 1.01.009 of this code. Each day the violation continues to exist shall constitute a separate offense.
(Ordinance 2012-01, secs. 1, 3, 7, adopted 2/21/12; Ordinance adopting 2022 Code)

§ 6.04.002. through § 6.04.030. (Reserved)

DIVISION 2
Mobile Food Vendors

§ 6.04.031. Definitions.

Edible goods may include, but are not limited to:

- (1) Prepackaged food including, but not limited to, candy, beverages, chips, popsicles and ice cream.
- (2) Prepared food including, but not limited to, hot dogs, desserts, sandwiches and pizza.
- (3) On-site prepared food including, but not limited to, shaved ice, sandwiches and tacos.

Mobile food vendors shall mean any business which sells edible goods from a non-stationery vehicle within the city. The terms shall include mobile food trucks: a self-contained, motorized unit selling items defined as “edible goods.”

Non-refrigerated shall mean edible goods that are not required to be kept at a temperature below 41 degrees Fahrenheit according to the Federal Food and Drug Administration and the Texas Food Establishment Rules.

(Ordinance 2020-09, sec. I(A), adopted 6/26/20)

§ 6.04.032. Permit and application.

- (a) Permit. Every mobile food vendor shall have a permit issued by the city to conduct business in the city.
- (b) Application. Every mobile food vendor shall apply for a permit on a form promulgated by the city. Each vending unit requires the processing of a separate permit. Applications for permits meeting the requirements for mobile vendors shall be processed within ten (10) business days.
- (c) Permit form. A complete application shall require the following information from the applicant to be considered:
 - (1) Full name of applicant.
 - (2) Legal name of business or entity.
 - (3) State of incorporation or filing of a partnership or articles of association.
 - (4) If applicable, copy of charter or articles of incorporation, and current listing of the directors, partners, or principles.
 - (5) Sales tax number with a copy of sales tax permit.
 - (6) Signed permission from or provide notarized affidavit from the private property owner(s) granting permission for unit placement.
 - (7) Name, phone number, and driver’s license number of (vending) business owner and all employees operating within the mobile food vendor unit.

- (8) Proposed itinerary with route, vending locations, and times of operation.
- (9) Contact name and phone number for mobile food vending unit while in route.
- (10) Description of product(s) being sold.
- (11) If applicable, detailed site plan where mobile food vending unit will be located on the property; to show entry/exit points, dimensions of paved parking allotted for the vending use, location of trash/dumpster to be used, restrooms, signage/flag(s), etc.
- (12) Dependent on a health-care emergency being officially declared, the provision of a Work Safe Plan that would include, but not necessarily be limited to, the inclusion and application of safe hygiene practices, social distancing, gloves, and/or other prevailing safety standards as expressed by the Center for Disease Control (CDC) authorities, and/or from county/city authorities.
- (13) Vehicle identification number, description of mobile food vending unit, and photos of unit, and photos of unit [sic].
- (14) Signed affidavit with photo identification that each individual applicant:
 - (A) Has no unpaid civil judgments against him or her in any state of U.S. possession which arise from a business activity which would have been covered by this section if in effect at the time in the jurisdiction where such judgments are of record.
 - (B) A statement of all convictions in any state, the United States, or U.S. possession within the last ten (10) years.

(Ordinance 2020-09, sec. I(B), adopted 6/26/20)

§ 6.04.033. Permit fee.

- (a) The application fee for a mobile food vendor permit shall be in the amount provided in the fee schedule in appendix A of this code. Each mobile food vendor unit shall be permitted separately. It is noted that the city hereby establishes that there shall be an approved ratio of mobile food truck vendors of 1 for each 6,000 population.
- (b) Mobile food vendor permits shall be valid for six (6) months from the date of permit issuance.
- (c) Upon renewal the applicant shall pay a renewal fee in the amount provided in the fee schedule in appendix A of this code. The applicant must submit the application and the renewal fee within 30 business days before expiration of the permit; if not, he/she must reapply as a new applicant.

(Ordinance 2020-09, sec. I(C), adopted 6/26/20; Ordinance adopting 2022 Code)

§ 6.04.034. Permit denial and display.

- (a) Denial. A permit may be denied where:
 - (1) An applicant is found to have an unpaid civil judgment(s) against him which relates to the duties and responsibilities of the permitted occupation which shall be determined by

the nature and amount of the judgment, the relationship of the judgment to the purpose of the permit, and the extent that the permit would allow someone to engage in further activity that would lead to unsatisfied civil judgments;

- (2) An applicant has been convicted of a crime which directly relates to the duties and responsibilities of the licensed occupation which shall be determined by the nature and seriousness of the crime, the relationship of the crime to the purpose of the permit, and/or the extent that the permit would allow someone to engage in further criminal activity;
 - (3) The required information is incomplete or incorrect or shows that a person is not otherwise entitled to conduct business as a mobile food vendor; or
 - (4) The subject applicant has had frequent and previous violations as described in this section.
- (b) Display of permit. Every permit, including those from the city, shall be displayed at all times in a conspicuous place where it can be read by the general public on the mobile food vendor's truck.

(Ordinance 2020-09, sec. I(D), adopted 6/26/20)

§ 6.04.035. Permit revocation or suspension.

- (a) A permit may be revoked upon conviction of any offense by an individual operating as a mobile food vendor in the city while engaged in the permitted business, or if a final conviction occurs, or is found to have existed at the time of application, or if civil judgments, as set forth above, are placed or found of record against an applicant. A permit may be suspended in the event of pending charges of a crime, as set forth above, upon a magistrate's determination of probable cause in connection with such charges.
- (b) A permit may be revoked for non-conformity to the application, location, specifications, or requirements as well as to non-conformity to an approved location plan or diagram.
- (c) An employee working for an applicant permitted as an employer under this section above may be denied the right to solicit under such permit, or such rights may be suspended or terminated, under the same circumstances and procedures which apply to the holder of the permit. Revocation or suspension of an employer's permit terminates all employee permit(s) that function under said permit(s).
- (d) A permit may be suspended or revoked for not complying with the requirements of this section, or any other ordinance, or laws, inclusive of health regulations. This provision to suspend or revoke may include any 'new' driver replacing the driver previously 'approved' during the permitting vetting process.

- (e) Continued failure to pay outstanding parking meter fees and/or fines owed to the city.

(Ordinance 2020-09, sec. I(E), adopted 6/26/20)

§ 6.04.036. Appeal of permit revocation, suspension, or denial.

- (a) The notice of revocation, suspension, or denial of a permit shall include the procedure for appealing the suspension, revocation, or denial.

- (b) If a city official with applicable jurisdiction revokes, suspends, or denies a mobile food vendor permit, the holder or applicant of the permit which has been revoked, suspended, or denied, shall have the right of appeal to the city manager, or designee, by submitting an appeal in writing to the city manager within ten (10) business days of the revocation, suspension, or denial; the appeal shall include the detailed justification as to why the permit should be issued or reinstated.
- (c) Pending action on the appeal, a permit which has been revoked or suspended shall be considered revoked or suspended; thus, no food sales shall be permitted to be sold during this tenure.
- (d) If a written appeal is not submitted within the ten (10) business days of revocation, suspension, or denial, or if appeal is denied, the permit shall hence be considered revoked, suspended or denied.

(Ordinance 2020-09, sec. I(F), adopted 6/26/20)

§ 6.04.037. Reapplication after revocation, suspension, or denial of permit.

- (a) If a mobile food vendor or applicant is not in compliance with this section or any other ordinance, law or the approved terms of the vendor's application, the following action will be taken:
 - (1) 1st violation. A warning may be issued, or the permit may be revoked or suspended and the vendor may become ineligible for a new or reissued permit for 90 consecutive days.
 - (2) 2nd violation. Permit will be revoked and the vendor may become ineligible for a new or reissued permit for six (6) months.
 - (3) 3rd violation. Permit will be revoked and the vendor will become ineligible for a new or reissued permit for one year.
- (b) If any applicant's permit has been denied and the appeal is denied, the applicant may not reapply until 180 consecutive days have elapsed.

(Ordinance 2020-09, sec. I(G), adopted 6/26/20)

§ 6.04.038. Zoning and location restrictions.

- (a) Distance regulations.
 - (1) No mobile food trucks shall conduct business within any single-family residential or non-business zoning district unless a city permit has been issued. If such is 'permitted', there shall be a 30-day probationary tenure for assessment at which time, the planning director may suspend or extend the mobile food truck's privileges of presence in approved residential neighborhoods.
 - (2) A mobile food vendor may not be located within 100 feet of the primary entrance of an operating (fixed-location) food service or eating establishment except during city-sponsored or other community events.

- (3) A mobile food vendor shall not be located within 300 feet from another mobile food vendor except during city-sponsored or other community events.
- (b) A mobile food truck vendor shall not conduct sales at a stationary location:
 - (1) For vending duration exceeding eight (8) hours per location on private property, and four (4) hours on public (street) property per day. Allowances may be granted by the city for additional time depending on type of activity or event.
 - (2) Mobile vendors using public streets for sales may not move to a new location not originally 'approved' during the application process, without prior approval from the city.
 - (3) On any public street designated on the city's thoroughfare plan as a collector or greater.
 - (4) In congested areas where the operation impedes vehicular or pedestrian traffic.
 - (5) Before dawn or after dusk.
- (c) Location regulations.
 - (1) No mobile food vendor shall be located on any private property without written permission to do so and must immediately comply if asked to leave by the property owner, owners' agent, or city official. A copy of the written permission to operate in a specific location signed by the private property owner shall be kept within the mobile vending unit at all times.
 - (2) No person shall distribute, deposit, place, throw, scatter or cast any commercial handbill.
 - (3) No person shall distribute, deposit, place, throw, scatter or cast any commercial handbill upon any premises if requested by the property owner or city not to do so; or if there is placed near or at the entrance thereof a sign bearing the words "No Advertisement."
 - (4) No person shall sell or offer for sale any item upon any premises if requested by the property owner or city official not to do so, or if there is placed at or near the entrance thereof a sign bearing the words "No Peddlers or Vendors," "No Trespassing," or "No Solicitors," or signage that substantially reflects the same message.

(Ordinance 2020-09, sec. I(H), adopted 6/26/20)

§ 6.04.039. Mobile food vendor requirements.

The following regulations shall apply to mobile food vendors within any zoning district:

- (1) Mobile food establishments shall operate from a central preparation facility or other permitted fixed food establishment and shall report to such location for supplies and for cleaning and servicing operations. All operations equipment and/or display must be entirely removed at the end of each day's operation.
- (2) Each unit shall be equipped with a portable trash receptacle and shall be responsible for proper disposal of solid waste and wastewater in the sanitation facility legally accessed by

the food service establishment. All disturbed areas must be cleaned following each stop to a minimum 20 feet of the sales location.

- (3) Mobile food vendor may not have a drive through.
 - (4) Mobile food vendor may not exceed eight (8) hours of operations per location. A list of the locations must be submitted to and approved by the planning department during the permitting process.
 - (5) Loud continuous music or repetitive sounds shall not project from the mobile unit to a degree that it would be annoying or disturbing the peace for people of a reasonable demeanor.
 - (6) A five-foot clear space can be maintained around the mobile food vending unit.
 - (7) The mobile unit will be subject to inspection upon permit application through the code enforcement, health department and the fire marshal, and may be subject to random inspection, and upon reissuance of the permit.
 - (8) No sales are allowed within public park facilities while park concession units are operating. Mobile units operating in public parks and on streets adjacent to public parks or recreational facilities require pre-approval by the director of planning.
 - (9) A “No Smoking” sign must be posted next to the order window area.
 - (10) An approved portable type ABC fire extinguisher tagged by a licensed company shall be kept accessible as directed by the city fire marshal or designee. A portable type K fire extinguisher is also required in the kitchen for cooking operation.
 - (11) A kitchen fire suppression system and kitchen ventilation system is required to be NFPA 17A and NFPA 96 compliant and shall be required when the cooking process produces grease laden particles within the mobile unit. Said systems shall require testing in the presence of a city fire marshal or designee.
 - (12) All cooking appliances shall be UL-approved appliances.
 - (13) If cooking and using propane, a gas test must be performed by a licensed plumber.
- (Ordinance 2020-09, sec. I(I), adopted 6/26/20)

§ 6.04.040. Offenses and regulations.

- (a) It shall be unlawful for any individual under this article to sell edible goods in the city unless its principal or employers has received a permit under this article.
- (b) A permit issued under this article is not transferable.
- (c) It shall be unlawful for an individual to sell edible food while displaying a valid permit issued by the city in the name of another individual, organization or entity.
- (d) Its shall be unlawful for any individual directly or through any agent or employee, to sell food within the corporate limits of the city after the expiration of the permit issued by the city under this article. If discovered and verified, the subject vendor shall not be eligible to re-apply until six (6) months have elapsed.

- (e) It shall be unlawful for an individual directly or through an agent or employee, to misrepresent on the permit affidavit any acts that are regulated under this article.
- (f) It shall be unlawful for any individual directly or through his agents or employees, to represent that the issuance of a permit by the city constitutes the city's endorsement or approval of the product for sale.
- (g) It shall be unlawful to operate a mobile food vendor operation that is not in compliance with the Texas Food Establishment Rules as amended from time to time.
(Ordinance 2020-09, sec. I(J), adopted 6/26/20)

§ 6.04.041. Penalty.

Each violation of any of the provisions of this division shall constitute a separate offense and shall, upon conviction thereof, be punishable by a fine in accordance with the general penalty provided in section 1.01.009 of this code.

(Ordinance 2020-09, sec. IV, adopted 6/26/20; Ordinance adopting 2022 Code)

ORDINANCE NO 2025-15

AN ORDINANCE PROVIDING FOR THE VOLUNTARY ANNEXATION OF 0.94 ACRES, MORE OR LESS, OUT OF LOT 7, BLOCK 41, CAPISALLO DISTRICT SUBDIVISION, VOLUME "P", PAGE 226, HIDALGO COUNTY MAP RECORDS, AS REQUESTED BY ARTURO PALACIOS MEDINA ON BEHALF OF T&R USA CONSTRUCTION LLC, SAID PROPERTY LYING ADJACENT TO AND ADJOINING THE PRESENT BOUNDARY LIMITS OF THE CITY OF MERCEDS, TEXAS; AND PROVIDING FOR THE EXTENSION OF THE CITY'S BOUNDARIES AND EXTRA-TERRITORIAL JURISDICTION, THEREBY; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, on May 27, 2025, the City Council accepted a petition from City of Mercedes, for voluntary annexation of the above described property and adjoining roadways of said property, more particularly described herein in Exhibits "A" proposed to be annexed by the City of Mercedes; and

WHEREAS, the City of Mercedes seeks to annex the above described property, more particularly described herein in Exhibits "A"; and

WHEREAS, the property hereinafter described adjoins, lies adjacent to, or is within the extraterritorial jurisdiction of the City of Mercedes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MERCEDS, TEXAS, THAT:

SECTION I: AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II: The land described in Exhibits "A", attached hereto and made a part hereof for all purposes, being territory adjacent to and adjoining the City of Mercedes, Texas, is hereby added and annexed to the City of Mercedes, Texas, and said property therein described shall be included within the boundary limits of such city, and the present boundary limits of such city, at the various points contiguous to the areas hereinafter described, are altered and amended so as to include said areas within the corporate limits.

SECTION III: The herein described property and the area to be annexed shall be a part of the City of Mercedes, Texas, and the property so added hereby shall bear its pro rata share of the taxes levied by the City of Mercedes, Texas. The inhabitants hereof shall be entitled to all of the rights and privileges of citizens of the City of Mercedes, Texas, in areas having similar characteristics of topography, land utilization and population density, and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Mercedes, Texas.

SECTION IV: The extraterritorial jurisdiction of the City of Mercedes shall expand in conformity with this annexation and shall comprise an area around the new corporate limits of the City, consistent with state law.

SECTION V: Upon annexation of the herein described property, the acreage within the City limits of Mercedes will be increased by 0.94 acres, more or less, out of lot 7, block 41, Capisallo District Subdivision,

volume “P”, page 226, Hidalgo County Map Records, City of Mercedes, Texas, which does not exceed the statutory limitations as set out in Section 43.055, Tex. Local Gov't C. (Vernon 1988 and Vernon Supp. 1994).

SECTION VI: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of the members of the City Council present.

SECTION VII: Upon final passage, this Ordinance shall be published in the official newspaper of the City of Mercedes, Texas, as provided by law, and shall be and remain in full force and upon passage.

SECTION VIII: If any part, phrase or sentence of this Ordinance is held void or unconstitutional by a court of competent jurisdiction, or if any tract of land or portion of any tract of land hereby annexed shall be held to be ineligible for annexation or wrongfully annexed, the remaining portions of this Ordinance and the remaining tracts so annexed shall be considered severable and shall remain in full force and effect.

SECTION IX: In accomplishing the annexation of the property herein described the City of Mercedes has strictly followed the provisions of the Charter of the City of Mercedes, and the state statutes as they apply to annexations and any possible deviation from these provisions was unintentional and not material to the accomplishment of this annexation.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Commission of the City of Mercedes, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 1st day of July , 2025.

CITY OF MERCEDES

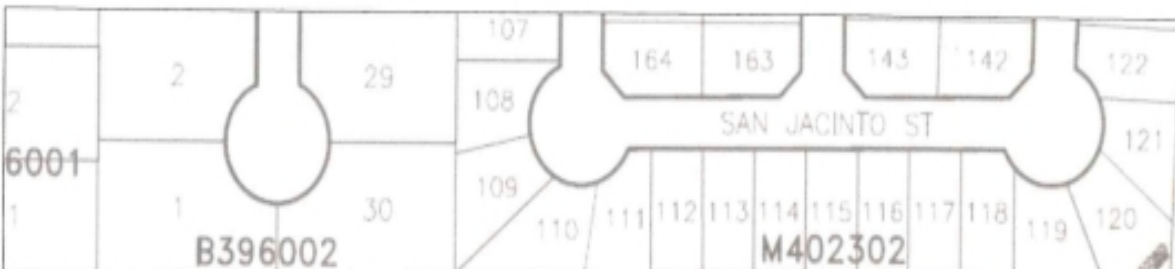
Oscar D. Montoya, Sr., Mayor

ATTEST:

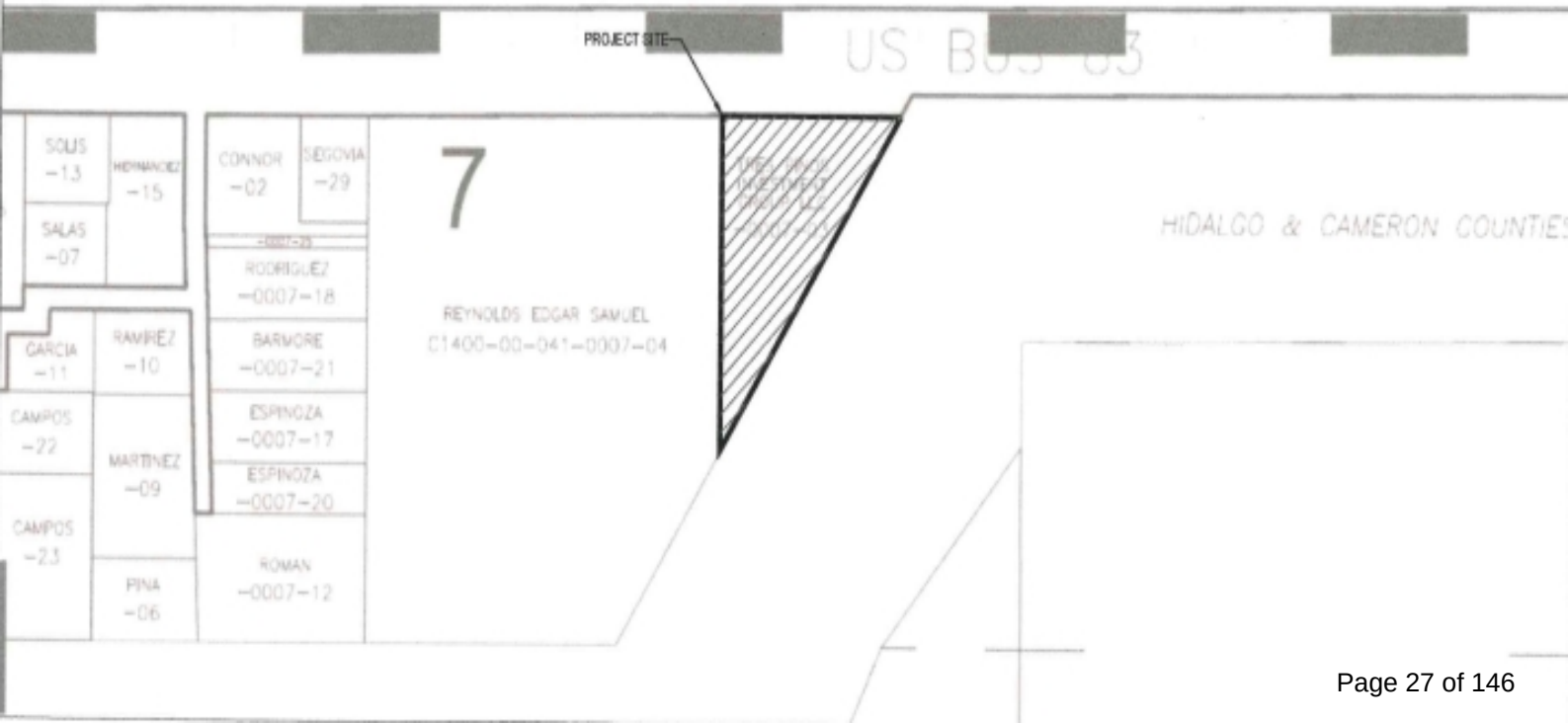
APPROVED AS TO FORM:

Joselynn Castillo
City Secretary

Martie Garcia Vela
City Attorney



MERCEDES CITY LIMITS



ORDINANCE NO. 2025-16

AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS, AMENDING THE CITY TRAFFIC REGULATIONS TO DESIGNATE 3RD STREET AS A ONE-WAY STREET BETWEEN TEXAS AVENUE AND OHIO AVENUE; PROVIDING FOR PUBLIC NOTICE, ACCESSIBILITY IMPROVEMENTS, AND PARKING DESIGNATIONS; PROVIDING FOR SEVERABILITY, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Mercedes finds that the reconfiguration of 3rd Street to a one-way street will improve traffic flow, pedestrian safety, and accessibility within the city; and

WHEREAS, the City has determined that the direction of travel on 3rd Street shall be one-way from Texas Avenue (entrance) to Ohio Avenue (exit); and

WHEREAS, the City of Mercedes is committed to complying with the Americans with Disabilities Act (ADA) and ensuring accessible pathways and parking for all individuals; and

WHEREAS, the City shall provide public notice at least two weeks prior to the change taking effect, by way of signage, social media, and the City website;

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

SECTION 1. DESIGNATION OF ONE-WAY STREET

3rd Street in the City of Mercedes, Texas, from **Texas Avenue to Ohio Avenue**, is hereby designated as a **one-way street**, with **Texas Avenue serving as the entrance and Ohio Avenue serving as the exit**. All vehicular traffic shall travel in an eastbound direction only.

SECTION 2. PUBLIC NOTICE

The City shall provide public notice of the traffic pattern change **no less than fourteen (14) days prior** to the effective date. Notice shall be provided by:

- Posting of **temporary signs** at key intersections along 3rd Street,
- Announcements on the **City's official website** and **social media platforms**, and
- Any other method deemed effective by the City Manager or his/her designee.

SECTION 3. ACCESSIBILITY IMPROVEMENTS

The City of Mercedes Public Works Department shall construct or modify existing pathways to ensure ADA-compliant access in the area affected by this traffic reconfiguration. This shall include, but not be limited to:

- **Installation of ADA-compliant ramps** in the alleyway between Texas Avenue and Ohio Avenue to allow safe sidewalk access.

SECTION 4. PARKING DESIGNATION

Parking along 3rd Street between Texas Avenue and Ohio Avenue shall be designated as follows:

- **Handicapped Parking Spaces** shall be located:
 - At the **corner of Texas Avenue and 3rd Street**,
 - Adjacent to the **alley between Texas Avenue and Ohio Avenue**, and
 - At the **corner of Ohio Avenue and 3rd Street**.
- **General Public Parking** shall be available in all other marked spaces between these designated handicap spaces.

All parking signage and striping shall be updated accordingly by the Public Works Department.

SECTION 5. SEVERABILITY

If any section, clause, sentence, or phrase of this ordinance is held to be invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

SECTION 6. EFFECTIVE DATE AND PUBLICATION

This Ordinance shall take effect **upon its adoption and publication** as required by law. The traffic pattern change shall be implemented **on or after the fourteenth (14th) day following such publication**, to allow for proper notice and signage installation.

READ, DISCUSSED, AND APPROVED on this the 1st day of July, 2025.

1st Reading: July 1, 2025
2nd Reading: July 15, 2025

CITY OF MERCEDES

By: _____
Oscar D. Montoya, Mayor

ATTEST:

Joselynn Castillo, City Secretary

Martie Garcia-Vela, City Attorney

DATE: July 15, 2025
FROM: Denisse Hernandez, Planning Admin
ITEM: **Discussion and possible action to Approval of First Reading of Ordinance 2025-17 amending Garage, Patio, Yard Sale Ordinance**

BACKGROUND INFORMATION: This item is for consideration and possible action to approve an ordinance amending Ordinance No. 2007-23, originally adopted on November 20, 2007, and previously amended on January 23, 2018. The proposed amendment establishes updated regulations for garage, patio, and yard sales within the City of Mercedes, including garage sales, porch sales, yard sales, and the sale of seasonal items. The purpose of the amendment is to clarify and strengthen existing rules by introducing clear permitting requirements, setting limitations on the frequency and duration of such sales, and outlining enforcement procedures and penalties for noncompliance.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):
\$

Account Number(s):

Finance Review by: Not Applicable

LEGAL REVIEW: Not Applicable

ATTACHMENTS:

1. 2025-17 - Garage, Patio, Yard Sales

STAFF RECOMMENDATION:

Staff recommends adoption of the amended ordinance to enhance regulatory clarity.

ORDINANCE NO. 2025-17

AN ORDINANCE AMENDING ORDINANCE NO. 2007-23, ADOPTED ON NOVEMBER 20, 2007, AND AMENDED ON JANUARY 23, 2018; BY THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS, ESTABLISHING REGULATIONS FOR OUTDOOR AND MISCELLANEOUS SALES, INCLUDING GARAGE SALES, PORCH SALES, YARD SALES, AND THE SALE OF SEASONAL ITEMS; PROVIDING FOR PERMITTING REQUIREMENTS, LIMITATIONS ON FREQUENCY AND DURATION, ENFORCEMENT PROVISIONS, AND PENALTIES FOR NONCOMPLIANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Mercedes finds it in the best interest of the health, safety, and welfare of its residents and visitors to adopt reasonable regulations concerning outdoor sales and yard sales within the city; and

WHEREAS, the City Commission seeks to ensure outdoor sales and yard sales are conducted in an orderly manner that preserves neighborhood character, prevents nuisances, and protects property values; and

WHEREAS, the City Commission wishes to amend Article 4.04 of the Code of Ordinances of the City of Mercedes to update the penalty section, revise the permitting requirements, remove outdated outdoor sales regulations, and update the requirements and limits for yard sales to better serve the community and promote compliance;

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

SECTION I. DEFINITIONS.

Incidental uses are defined as any items sold within the establishment that are sold as part of a promotional event or sidewalk sale.

Merchandise covered under outdoor sales includes but is not limited to:

- (1) Fruits;
- (2) Vegetables;
- (3) Trees, shrubs, grass or other landscape products;
- (4) Roasted corn, barbeque food, hot dogs, hamburgers or any other prepared foods;
- (5) Snow cones, ice cream, soft drinks, or any other beverages;
- (6) Clothes, toys, car equipment, tools or any other merchandise;
- (7) Special events such as sidewalk sales which are incidental to the main business shall be exempt from this article. These special sales shall not exceed two (2) consecutive days.
- (8) Any other product sold outdoors which is interpreted by the planning director as needing to be permitted under this article.

Outdoor sale means the sale or offering for sale by the property owner or occupant of food or merchandise, whether new or used, from any location within the city that is commercially used or commercially/industrially zoned. Furthermore, a central assembly hall, such as recreational halls, or

an institutional assembly structure, may also be used for such sales as permitted under this article regardless of its zoning status.

Garage/Porch/Yard sales means the offering for sale of personal and/or household property belonging to or in the possession of the person living at the property and conducting the sale. These sales shall include “yard sale,” “patio sale,” “estate sale” “rummage sale” or other similar casual sale of tangible personal and/or household property, which is advertised by any means whereby the public at large is or can be made aware of such sale. Such sales are not intended to be a business or sell new items except incidentally.

SECTION II. PENALTY.

- (a) Anyone who violates this article shall upon conviction thereof be fined in any amount in accordance with the general penalty provided in section 1.01.009 of this code per day. Any violation of this article shall be subject to both civil and criminal penalties. A criminal conviction shall be a class C misdemeanor. A violator shall also be subject to the maximum penalties allowed by law for failing to appear in court when charged with an offense as described herein. If conduct constituting an offense under this article also constitutes an offense under another law, the person may be prosecuted under all applicable laws.
- (b) Should a violation or attempted violation of this article occur, the city attorney and other city personnel may take any action to enforce this article to prevent and summarily abate the action, remove or seize any goods and other objects used to violate this article. These actions may also include but not be limited to allowing for municipal resources and personnel to: abate any premises or property, closure, condemn, remove any person or thing, court action, suspend, cancel, or void any license or permit issued by the City of Mercedes or a state or federal agency, and any and all other relief as may be necessary
- (c) The City of Mercedes may also recover any and all taxes due that arise from the unlawful sale of goods pursuant to this article.

SECTION III. PERMIT.

- (a) Garage, porch or yard sales permit. The owner or occupant of a single, two, or multifamily dwelling unit in any residential zoning classification, before conducting a garage, porch or yard sale, shall first obtain a permit from the planning department at least (3) three business days prior to the sale. The cost of such permit shall be as set forth in the fee schedule in appendix A of this code. The owner or occupant of such property wishing to conduct a garage, porch or yard sale, shall be limited to (6) six permits per calendar year, per lot and each permit shall cover not more than (4) four continuous calendar days and be limited to 6:00 a.m. to 10:00 p.m.

SECTION IV. REQUIREMENTS FOR OUTDOOR SALES

Repeal section 4.04.004 of the Code of Ordinances in its entirety.

SECTION V. REQUIREMENTS FOR YARD SALES.

- (a) Yard sale permits may be issued to all residentially used properties regardless of their zoning status.
- (b) No more than ~~four~~ (4) **six (6) yard** sales shall be conducted at the same address in any

calendar year and no resident shall conduct more than ~~four (4)~~ six (6) yard sales at any location within a calendar year.

- (c) No yard sale shall exceed four (4) consecutive calendar days in duration with at least five (5) days elapsing between one sale and the next.
- (d) The following persons shall be exempt from the provisions of this article:
 - 1. Persons selling goods pursuant to an order or process of a court of competent jurisdiction.
 - 2. Persons acting in accordance with their powers and duties as public officials.
 - 3. Persons selling or advertising for sale an item or items of personal property which is/are specifically named or described in the advertisement and where specific items do not exceed five in number.
- (e) All signage used to advertise the yard sale must be placed outside the right-of-way and not blocking traffic views or pedestrian walkways. Signs may not be placed more than three (3) days prior to the sale and must be removed within one (1) day of the completion of the sale.
- (f) Yard sales are not intended to be businesses at a residence, but purely incidental in nature and not excessively disruptive to the neighboring residences.
- (g) This permit shall be displayed in a conspicuous place for the entire duration of the sale.
- (h) The permit shall be non-transferable and shall be valid only for the date specified on the permit.
- (i) No items may be sold or displayed on any city or state public street, public right-of-way, corner clip easement, sidewalk, alley or any other public property.
- (j) No items may be sold or displayed on any unimproved lot or parcel.
- (k) All locations where a permit is applied for shall be in the proper zone district for such type of permit and have an existing curb cut for access from a public street.
- (l) After permit issuance, should inclement weather or other significant personal/medical event impede the actual yard sale event from taking place, the planning director may assess the various circumstances to discern legitimacy and whether or not to allow the event to be held on another date, but may not be rescheduled more than 10 days from the original date of permit issuance. Should the event be rescheduled, the planning department shall document the “actual date” in their office record for future reference.

SECTION VI. SALES WITHOUT PERMIT OR REGISTRATION PROHIBITED.

It shall be unlawful for the owner/occupant of such premises or conductor of such sale to conduct an outdoor sale without having first obtained a permit. It shall also be unlawful for a resident to conduct a yard sale without registration prior to the sale. Violation of the permitting/registration requirements may result in the organization/location forfeiting additional allowable sales for the year.

SECTION VII. ALLOWABLE LOCATIONS

- ~~(a) Outdoor sales shall be permitted in all commercial and industrial zoning districts, and shall include business sites that may be grandfathered but not commercially zoned. Furthermore, an assembly hall, recreational hall, or other institutional structures used for “assembly” purposes are all permitted to apply for a permit allowed under this article regardless of their zoning status.~~
- (b) Yard sales are allowable within residential zones under the conditions listed in section 4.04.005.

~~(c) Barbeque benefits are also allowable within the H.E.B Civic Center Park.~~

SECTION VIII. TAXATION AND COMPLIANCE

Pursuant to Chapter 151 of the Texas Tax Code, the sale of tangible personal property at garage sales shall be considered a taxable event unless otherwise exempt under the “occasional sales” provisions of Section 151.304. Individuals who conduct garage sales may be exempt from collecting and remitting sales tax if, during any consecutive twelve (12) month period, no more than two (2) taxable items are sold, or if the total gross receipts from such sales do not exceed three thousand dollars (\$3,000.00) within a calendar year, and all items sold were originally acquired for personal or household use. Should an individual exceed either of these thresholds—by selling a third taxable item within twelve months or exceeding the \$3,000.00 threshold in a calendar year—that individual shall be considered engaged in business and must obtain a Texas Sales and Use Tax Permit, collect all applicable state and local sales taxes on subsequent transactions, and remit said taxes to the Texas Comptroller of Public Accounts in accordance with state law. The City shall not be liable for any failure by individuals to comply with applicable state tax laws related to garage sales.

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 15TH DAY OF JULY IN THE YEAR OF OUR LORD, 2025.

1st Reading: July 15, 2025

2nd Reading: August 5, 2025

CITY OF MERCEDES:

Oscar D. Montoya, Mayor

ATTEST:

Joselynn Castillo
City Secretary

APPROVED AS TO FORM:

Martie Garcia Vela
City Attorney

DATE: July 15, 2025
FROM: Denisse Hernandez, Planning Admin
ITEM: **Discussion and possible action to Approval of First Reading of Ordinance 2025-18 amending Cross-Connection Control, Backflow Prevention, and Irrigation System Installation (TCEQ)**

BACKGROUND INFORMATION: We are proposing an ordinance to adopt comprehensive regulations governing cross-connection control, backflow prevention, and irrigation system installation. This ordinance, adopted under the authority of the Texas Constitution and state laws, will be integrated into the City's Code of Ordinances, demonstrating a commitment to protecting public health and the potable water system. Driven by mandates from the Texas Commission on Environmental Quality (TCEQ) and concerns over contamination from improperly installed irrigation systems and cross-connections, the ordinance will establish clear definitions, purpose, standards, licensing requirements, and criteria for design, installation, permitting, inspection, testing, enforcement, and fees. The City Commission's intent is to create uniform standards and procedures, ensure compliance with state laws, promote water conservation, and provide clarity to property owners, contractors, irrigators, and city staff, ultimately ensuring the proper oversight of these critical systems.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):
\$

Account Number(s):

Finance Review by: Not Applicable

LEGAL REVIEW: Not Applicable

ATTACHMENTS:

1. 2025-18 -CROSS-CONNECTION CONTROL, BACKFLOW PREVENTION, AND IRRIGATION INSTALLATION

STAFF RECOMMENDATION: Staff strongly recommends the adoption of the proposed Ordinance governing Cross-Connection Control, Backflow Prevention, and Irrigation System Installation, as its immediate implementation is essential for the City of Mercedes to achieve and

maintain full compliance with Texas Commission on Environmental Quality (TCEQ) regulations, thereby protecting our public water supply.

ORDINANCE NO. 2025-18

AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS, ADOPTING REGULATIONS GOVERNING CROSS-CONNECTION CONTROL, BACKFLOW PREVENTION, AND IRRIGATION SYSTEM INSTALLATION; PROVIDING DEFINITIONS, PURPOSE, STANDARDS, LICENSING REQUIREMENTS, DESIGN AND INSTALLATION CRITERIA, PERMITTING, INSPECTION, TESTING, ENFORCEMENT, AND FEES IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ); PROVIDING FOR SEVERABILITY, REPEALER, PUBLICATION, AND AN EFFECTIVE DATE.

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.

WHEREAS, the City of Mercedes, Texas, is committed to protecting the public health, safety, and welfare of its citizens through responsible management of its potable water system; and

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) mandates the implementation and enforcement of minimum standards for backflow prevention, cross-connection control, and irrigation practices to safeguard drinking water quality; and

WHEREAS, improperly installed or unregulated irrigation systems and cross-connections pose a significant threat to the public water supply through the potential for contamination or pollution; and

WHEREAS, the City of Mercedes desires to establish uniform standards and procedures for the permitting, installation, testing, inspection, and maintenance of irrigation systems and backflow prevention assemblies, in accordance with applicable state laws and TCEQ regulations; and

WHEREAS, the City Commission finds that adopting such regulations will ensure the proper design, installation, and oversight of irrigation systems and related components while promoting water conservation and the efficient use of natural resources; and

WHEREAS, it is the intent of the City Commission to codify these regulations as part of the City of Mercedes Code of Ordinances to ensure consistent enforcement and provide clarity to property owners, contractors, irrigators, and city staff;

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

SECTION I. Definitions.

Definitions and explanations as used in this article:

Air gap means a complete physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel.

Approved backflow prevention device means a device to counteract backpressure or prevent back siphonage.

Atmospheric vacuum breaker means an assembly containing an air inlet valve, a check seat, and an air inlet port. The flow of water into the body causes the air inlet valve to close the air inlet port. When the flow of water stops the air inlet valve falls and forms a check against back-siphonage. At the same time it opens the air inlet port allowing air to enter and satisfy the vacuum. Also known as an atmospheric vacuum breaker back-siphonage prevention assembly.

Auxiliary supply means any water source or system other than the public water system, which may be available in the building or on the premises.

Backflow means the flow in the direction opposite to the normal flow or the introduction of any foreign liquids, gases, or substances into the water system of the city water.

Backflow prevention assembly means any assembly used to prevent backflow into a potable water system. The type of assembly used is based on the existing or potential degree of health hazard and backflow condition.

Completion of irrigation system installation means when the landscape irrigation system has been installed, all minimum standards met, all tests performed, and the irrigators are satisfied that the system is operating correctly.

Consulting means the act of providing advice, guidance, review or recommendations related to landscape irrigation systems.

Contamination means the entry into or presence in a public water supply system of any substance which may be deleterious to health and/or quality of the water.

Cross-connection means any physical arrangement where a public water system is connected directly or indirectly with any other non-drinkable water system or auxiliary system, sewer, drain lines, swimming pool, storage reservoir, plumbing fixture or any other device which contains, or may contain, contaminated water, sewage or other liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water system as a result of backflow. Bypass arrangements, jumper connections, removable sections, swivel or change-over devices, or other temporary or permanent devices through which, or because of which, backflow may occur are considered to be cross-connections.

Degree of hazard shall be derived from the evaluation of health, system, plumbing or pollution or pollution [sic] hazard.

1. Health hazard means an actual or potential threat of contamination of a physical or toxic nature to the public potable water system or the consumer's potable water system that would be a danger to health.
2. Plumbing hazard means an internal or plumbing type cross-connection in a consumer's potable water system that may be either a pollution or a contamination type hazard. This includes, but is not limited to, cross-connections to toilets, sinks, lavatories, wash trays, domestic washing machines and lawn sprinkling systems. Plumbing type cross-connections can be located in many types of structures, including but not limited to homes, apartments, houses, hotels and commercial or industrial establishments.

3. Pollution hazard means an actual or potential threat to the physical properties of the water system or the potability of the public or the consumer's potable water system but which would not constitute a health or system hazard as defined. The maximum degree of intensity of pollution to which the potable water system could be degraded under this definition would cause a nuisance or be aesthetically objectionable or could cause minor damage to the system or its appurtenances.
4. System hazard means an actual or potential threat of danger to the physical properties of the public or the consumer's potable water system or of a pollution or contamination which would have a detrimental effect on the quality of the potable water in the system.

Design means the act of determining the various elements of a landscape irrigation system that will include, but not be limited to, elements such as collecting site specific information, defining the scope of the project, defining plant watering needs, selecting and laying out emission devices, locating system components, conducting hydraulics calculations, identifying any local regulatory requirements, or scheduling irrigation work at a site. Completion of the various components will result in an irrigation plan.

Design pressure means the pressure that is required for an emission device to operate properly. Design pressure is calculated by adding the operating pressure necessary at an emission device to the total of all pressure losses accumulated from an emission device to the water source.

Double check valve means an assembly that is composed of two independently acting, approved check valves, including tightly closed resilient seated shutoff valves attached at each end of the assembly and fitted with properly located resilient seated test cocks. Also known as a double check valve backflow prevention assembly. Double check valves shall not be used in conjunction with any irrigation system.

Emission device means any device that is contained within an irrigation system and that is used to apply water. Common emission devices in an irrigation system include, but are not limited to, spray and rotary sprinkler heads, and drip irrigation emitters.

Employed means engaged or hired to provide consulting services or perform any activity relating to the sale, design, installation, maintenance, alteration, repair, or service to irrigation systems. A person is employed if that person is an employer-employee relationship as defined by Internal Revenue Code, 26 United States Code Service, § 3212(d), based on the behavioral control, financial control, and the type of relationship involved in performing employment related tasks.

Head-to-head spacing means the spacing of spray or rotary heads equal to the manufacturer's published radius of the head.

Health hazard means a cross-connection or potential cross-connection with an irrigation system that involves any substance that may, if introduced into the potable water supply, cause death or illness, spread disease, or have a high probability of causing such effects.

Hydraulics means the science of dynamic and static water; the mathematical computation of determining pressure losses and pressure requirements of an irrigation system.

Inspector means a licensed plumbing inspector, water district operator, other governmental entity, or irrigation inspector who inspects irrigation systems and performs other enforcement duties for a

municipality or water district as an employee or as a contractor.

Installer means a person who actually connects an irrigation system to a private or public raw or potable water supply system or any water supply, who is licensed according to Title 30, V.T.C.A., Government Code ch. 30 (relating to occupational licenses and registrations).

Irrigation inspector means a person who inspects irrigation systems and performs other enforcement duties for a municipality or water district as an employee or as a contractor and is required to be licensed under Title 30, V.T.C.A., Government Code ch. 30 (relating to occupational licenses and registrations.)

Irrigation plan means a scaled drawing of a landscape irrigation system which lists required information, the scope of the project, and represents the changes made in the installation of the irrigation system.

Irrigation services means selling, designing, installing, maintaining, altering, repairing, servicing, permitting, providing consulting services regarding, or connecting an irrigation system to a water supply.

Irrigation system means an assembly of component parts that is permanently installed for the controlled distribution and conservation of water to irrigate any type of landscape vegetation in any location, and/or to reduce dust or control erosion. This term does not include a system that is used on or by an agricultural operation as defined by V.T.C.A., Agriculture Code § 251.002.

Irrigation technician means a person who works under the supervision of a licensed irrigator to install, maintain, alter, repair, service or supervise installation of an irrigation system, including the connection of such system in or to a private or public, raw or potable water supply system or any water supply, and who is required to be licensed under Title 30, V.T.C.A., Government Code ch. 30 (relating to occupational licenses and regulations).

Irrigation zone means a subdivision of an irrigation system with a matched precipitation rate based on plant material type (such as turf, shrubs, or trees), microclimate factors (such as sun/shade ratio), topographic features (such as slope) and soil conditions (such as sand, loam, clay, or combination) or for hydrological control.

Irrigator means a person who sells, designs, offers consultations regarding, installs, maintains, alters, repairs, services or supervises the installation of an irrigation system, including the connection of such system to a private or public, raw or potable water supply system or any water supply, and who is required to be licensed under Title 30, V.T.C.A., Government Code ch. 30.

Irrigator-in-charge means the irrigator responsible for all irrigation work performed by an exempt business owner, including, but not limited to obtaining permits, developing design plans, supervising the work of other irrigators or irrigation technicians, and installing, selling, maintaining, altering, repairing, or servicing a landscape irrigation system.

Landscape irrigation means the science of applying the necessary amount of water to promote or sustain healthy growth of plant material or turf.

License means an occupational license that is issued by the Texas Commission on Environmental

Quality under Title 30, V.T.C.A., Government Code ch. 30 to an individual that authorizes the individual to engage in an activity that is covered by Title 30, V.T.C.A., Government Code ch. 30. Mainline means a pipe within an irrigation system that delivers water from the water source to the individual zone valves.

Maintenance checklist means a document made available to the irrigation system's owner or owner's representative that contains information regarding the operation and maintenance of the irrigation system, including, but not limited to: checking and repairing the irrigation system, setting the automatic controller, checking the rain or moisture sensor, cleaning filters, pruning grass and plants away from irrigation emitters, using and operating the irrigation system, the precipitation rates of each irrigation zone within the system, any water conservation measures currently in effect from the water purveyor, the name of the water purveyor, a suggested seasonal or monthly watering schedule based on current evapotranspiration data for the geographic region, and the minimum water requirements for the plant material in each zone based on the soil type and plant material where the system is installed. Major maintenance, alteration, repair, or service means any activity that involves opening to the atmosphere the irrigation main line at any point prior to the discharge side of any irrigation zone control valve. This includes, but is not limited to, repairing or connecting into a main supply pipe, replacing a zone control valve, or repairing a zone control valve in a manner that opens the system to the atmosphere.

Master valve means a remote control valve located after the backflow prevention device that controls the flow of water to the irrigation system mainline.

Matched precipitation rate means the condition in which all sprinkler heads within an irrigation zone apply water at the same rate.

New installation means an irrigation system installed at a location where one did not previously exist. Pass-through contract means a written contract between a contractor or builder and a licensed irrigator or exempt business owner to perform part or all of the irrigation services relating to an irrigation system.

Potable water supply means any system of water supply intended for use for human consumption or other domestic use.

Premises means any piece of land to which water is provided including all improvements, mobile homes, single/multi-family dwellings, commercial structures or any other occupancy defined by current adopted building codes.

Pressure vacuum breaker means an assembly containing an independently operating internally loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve. Also known as a pressure vacuum breaker back-siphonge prevention assembly.

Reclaimed water means domestic or municipal wastewater which has been treated to a quality suitable for beneficial use, such as landscape irrigation.

Records of landscape irrigation activities means the irrigation plans, contracts, warranty information, invoices, copies of permits, and other documents that relate to the installation, maintenance, alteration, repair, or service of a landscape irrigation system.

Reduced pressure principle backflow prevention assembly means an assembly containing two independently acting approved check valves together with a hydraulically operating mechanically independent pressure differential relief valve located between the two check valves and below the first check valve.

Static water pressure means the pressure of water when it is not moving.

Supervision means the on-the-job oversight and direction by a licensed irrigator who is fulfilling his or her professional responsibility to the client and/or employer in compliance with local or state requirements. Also a licensed installer working under the direction of a licensed irrigator or beginning January 1, 2009, an irrigation technician who is working under the direction of a licensed irrigator to install, maintain, alter, repair or service an irrigation system.

TCEQ means the state commission on environmental quality.

Water conservation means the design, installation, service, and operation of an irrigation system in a manner that prevents the waste of water, promotes the most efficient use of water, and applies the least amount of water that is required to maintain healthy individual plant material or turf, reduce dust, and control erosion.

Zone flow means a measurement, in gallons per minute or gallons per hour, of the actual flow of water through a zone valve, calculated by individually opening each zone valve and obtaining a valid reading after the pressure has stabilized. For design purposes, the zone flow is the total flow of all nozzles in the zone at a specific pressure.

Zone valve means an automatic valve that controls a single zone of a landscape irrigation system.

SECTION II. PURPOSE.

The purpose of this article is to protect the public water supply of the city from contamination or pollution due to any existing or potential cross-connections.

SECTION III. CROSS-CONNECTIONS REGULATED.

No cross-connections shall be created, installed, used or maintained within the territory served by the city, except in accordance with this article.

SECTION IV. VALID LICENSE REQUIRED.

- (a) Any person who connects an irrigation system to the water supply within the city or the city's extraterritorial jurisdiction, commonly referred to as the ETJ, must hold a valid license, as defined by Title 30, V.T.C.A., Government Code ch. 30 and required by V.T.C.A., Occupations Code ch. 1903, or as defined by Title 22, V.T.C.A., Government Code ch. 365 and required by V.T.C.A., Occupations Code ch. 1301.
- (b) Exemptions. A property owner is not required to be licensed in accordance with Texas Occupations Code, Title 12, § 1903.002(c)(1) if he or she is performing irrigation work in a building or on a premises owned or occupied by the person as the person's home. A home or property owner who installs an irrigation system must meet the standards contained in 30 Tex. Admin. Code, ch. 344 regarding spacing, water pressure, spraying water over

impervious materials, rain or moisture shut-off devices or other technology, backflow prevention and isolation valves.

SECTION V. PERMIT REQUIRED.

Any person installing an irrigation system within the territorial limits or extraterritorial jurisdiction of the city is required to obtain a permit from the city. Any plan approved for a permit must be in compliance with the requirements of this chapter.

Exemptions:

- (a) An irrigation system that is an on-site sewage disposal system, as defined by V.T.C.A., Health and Safety Code § 355.002; or
- (b) An irrigation system used on or by an agricultural operation as defined by V.T.C.A., Agriculture Code § 251.002; or
- (c) An irrigation system connected to a groundwater well used by the property owner for domestic use.

Any exception utilized shall be separate and apart from the potable water service.

SECTION VI. BACKFLOW PREVENTION ~~DEVICE REQUIREMENTS~~ METHODS AND DEVICES.

Approved backflow prevention devices shall be installed at the expense of the user, either at the service connection or within the premises, as determined by a plumbing inspector contracted by or employed by the city, whenever:

- (a) The nature and extent of any activity of the premises, or the materials used in connection with any [activity] of the premises, or materials stored on the premises, could contaminate or pollute the drinking water supply.
- (b) Premises having any one or more cross-connections, as that term is defined in section 13.08.001, are identified or are present.
- (c) Internal cross-connections that are not correctable or intricate plumbing arrangements which make it impractical to ascertain whether or not cross-connections exist or are present.
- (d) There is a repeated history of cross-connections being established or re-established.
- (e) There is unduly restricted entry so that inspections for cross-connections cannot be made with sufficient frequency or with sufficient notice to assure that cross-connections do not exist.
- ~~(f) Materials of a toxic or hazardous nature are being used such that, if backflow should occur, a health hazard could result.~~

If conditions that present a health hazard exist, one of the following methods must be used to prevent backflow:

- 1. An air gap may be used if:
 - i. There is an unobstructed physical separation; and
 - ii. The distance from the lowest point of the water supply outlet to the flood rim of the fixture or assembly into which the outlet discharges is at least one inch or twice the diameter of the water supply outlet, whichever is greater.
- 2. Reduced pressure principle backflow prevention assemblies may be used if:
 - i. The device is installed at a minimum of 12 inches above ground in a location that will ensure that the assembly will not be submerged; and

- ii. Drainage is provided for any water that may be discharged through the assembly relief valve.
- 3. Pressure vacuum breakers may be used if:
 - i. No back-pressure condition will occur; and
 - ii. The device is installed at a minimum of 12 inches above any downstream piping and the highest downstream opening. Pop-up sprinklers are measured from the retracted position from the top of the sprinkler.
- 4. Atmospheric vacuum breakers may be used if:
 - i. No back-pressure will be present;
 - ii. There are no shutoff valves downstream from the atmospheric vacuum breaker;
 - iii. The device is installed at a minimum of six inches above any downstream piping and the highest downstream opening. Pop-up sprinklers are measured from the retracted position from the top of the sprinkler;
 - iv. There is no continuous pressure on the supply side of the atmospheric vacuum breaker for more than 12 hours in any 24-hour period; and
 - v. A separate atmospheric vacuum breaker is installed on the discharge side of each irrigation control valve, between the valve and all the emission devices that the valve controls.
- (g) Any mobile apparatus (e.g., tank truck) which uses the city's water or water from any premises or facility within the city water supply.
- (h) Installation of an approved backflow prevention device is deemed to be necessary to accomplish the purpose of these regulations in the judgment of a certified plumbing inspector contracted by or employed by the city.
- (i) An appropriate cross-connection report form has not been filed with the city.
- (j) A fire sprinkler system is connected to the city's water system.
- (k) Any irrigation system that is connected to the potable water supply must be connected through a backflow prevention method approved by the Texas Commission on Environmental Quality (TCEQ). The backflow prevention device must comply with the International Plumbing Code and be certified by the American Society of Sanitary Engineers; or the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California; or any other laboratory that has equivalent capabilities for both the laboratory and field evaluation of backflow prevention assemblies. The backflow prevention device must be installed in accordance with the laboratory approval standards or if the approval does not include specific installation information, the manufacturer's current published recommendations.
- (l) Backflow prevention devices used in applications designated as health hazards must be tested upon installation and annually thereafter.
- (m) If an existing irrigation system without a backflow-prevention assembly requires major maintenance, alteration, repair, or service, the system must be connected to the potable water supply through an approved, properly installed backflow prevention method before any major maintenance, alteration, repair, or service is performed.
- (n) The irrigator shall ensure the backflow prevention device is tested by a licensed backflow prevention assembly tester prior to being placed in service and the test results provided to the local water purveyor and the irrigation system's owner or owner's representative within ten business days of testing of the backflow prevention device.

SECTION VII. SPECIFIC CONDITIONS AND CROSS-CONNECTION CONTROL.

- (a) Before any chemical is added to an irrigation system connected to the potable water supply, the irrigation system must be connected through a reduced pressure principle backflow prevention assembly or air gap.
- (b) Connection of any additional water source to an irrigation system that is connected to the potable water supply can only be done if the irrigation system is connected to the potable water supply through a reduced-pressure principle backflow prevention assembly or an air gap.
- (c) Irrigation system components with chemical additives induced by aspiration, injection, or emission system connected to any potable water supply must be connected through a reduced pressure principle backflow device.
- (d) If an irrigation system is designed or installed on a property that is served by an on-site sewage facility, as defined in Title 30, V.T.C.A., Government Code ch. 285, then:
 - 1. All irrigation piping and valves must be the separation distances from the on-site sewage facilities system as required for a private water line in Title 30, V.T.C.A., Government Code § 285.91(10);
 - 2. Any connections using a private or public potable water source that is not the city's potable water system must be connected to the water source through a reduced pressure principle backflow prevention assembly as defined in Title 30, V.T.C.A., Government Code § 344.50; and
 - 3. Any water from the irrigation system that is applied to the surface of the area utilized by the on-site sewage facility system must be controlled on a separate irrigation zone or zones so as to allow complete control of any irrigation to that area so that there will not be excessive water that would prevent the on-site sewage facilities system from operating effectively.

SECTION VIII. WATER CONSERVATION.

All irrigation systems shall be designed, installed, maintained, altered, repaired, serviced, and operated in a manner that will promote water conservation as defined in the definitions section of this article.

SECTION IX. IRRIGATION PLAN DESIGN; MINIMUM STANDARDS.

- (a) An irrigator shall prepare an irrigation plan for each site where a new irrigation system will be installed. A paper or electronic copy of the irrigation plan must be on the jobsite at all times during the installation of the irrigation system. A drawing showing the actual installation of the system is due to each irrigation system owner after all new irrigation system installations. During the installation of the irrigation system, variances from the original plan may be authorized by the licensed irrigator if the variance from the plan does not:
 - 1. Diminish the operational integrity of the irrigations system;
 - 2. Violate any requirements of this article; and
 - 3. Go unnoted in red on the irrigation plan.
- (b) The irrigation plan must include complete coverage of the area to be irrigated. If a system does not provide complete coverage of the area to be irrigated, it must be noted on the irrigation plan.
- (c) All irrigation plans used for construction must be drawn to scale. The plan must include, at a minimum, the following information:
 - 1. The irrigator's seal, signature, and date of signing;

2. All major physical features and the boundaries of the areas to be watered;
3. A North arrow;
4. A legend;
5. The zone flow measurement for each zone;
6. Location and type of each:
 - i. Controller; and
 - ii. Sensor (for example, but not limited to, rain, moisture, wind, flow, or freeze).
7. Location, type, and size of each:
 - i. Water source, such as, but not limited to a water meter and point(s) of connection;
 - ii. Backflow prevention device;
 - iii. Water emission device, including, but not limited to, spray heads, rotary sprinkler heads, quick-couplers, bubblers, drip, or micro-sprays;
 - iv. Valve, including but not limited to, zone valves, master valves, and isolation valves;
 - v. Pressure regulation component; and
 - vi. Main line and lateral piping.
8. The scale used; and
9. The design pressure.

SECTION X. Installation of backflow prevention devices. DESIGN AND INSTALLATION; MINIMUM REQUIREMENTS.

To ensure proper operations and accessibility of all backflow prevention devices, the following requirements shall apply to the installation of these devices:

- (a) No part of the backflow prevention device shall be submerged in water or installed in a location subject to flooding. If installed in a vault or basement, adequate drainage shall be provided.
- (b) Devices must be installed at the point of delivery of the water supply, before any branch in the line, on private property located just inside of the property line. Alternate locations must be approved in writing by the city prior to installation.
- (c) The device must be protected from freezing and other severe weather condition.
- (d) All backflow device prevention assemblies shall be of a type and model approved by table 608.1, Application of Backflow Preventers, of the 2006 International Plumbing Code (exhibit A at the end of this article).
- (e) Only devices specifically approved by TCEQ for vertical installation may be installed vertically.
- (f) The device shall be readily accessible with adequate room for maintenance and testing. Devices 2" and smaller shall have at least 6" clearance on all sides of the device. All devices larger than 2" shall have a minimum clearance of 12" on the back side, 24" on the test cock side, 12" below the device, and 36" above the device. "Y" pattern double check valve assemblies shall be installed so that the checks are horizontal and the test cocks face upward.
- (g) The property owner assumes complete responsibility for all maintenance and testing of the device, as determined and required by the city.
- (h) If written permission is granted to install the backflow device inside the building, the device shall be readily accessible during regular working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.
- (i) RP devices may be installed in a vault only if relief valve discharge can be drained to

daylight through a “bore sight” type drain. The drain shall be of adequate capacity to carry the rated flow of the device and shall be screened on both ends. An approved air gap shall be located at the relief valve orifice. This air gap shall be at least twice the inside diameter of the incoming supply line as measured vertically above the top rim of the drain and in no case less than 1”.

- (j) Upon completion of installation, the city shall be notified and all devices must be inspected and tested. The testing and repairs of all devices are the financial responsibility of the water user.
- (k) All backflow devices must be registered with the city. Registration shall consist of date of installation, make, model, and serial number of the backflow device, and initial test report.
- (l) Any water pressure drop caused by the installation of a backflow device is not the responsibility of the city.
- (m) No irrigation design or installation shall require the use of any component, including the water meter, in a way which exceeds the manufacturer's published performance limitations for the component.
- (n) Spacing.
 - b. The maximum spacing between emission devices must not exceed the manufacturer's published radius or spacing of the device(s). The radius or spacing is determined by referring to the manufacturer's published specifications for a specific emission device at a specific operating pressure.
 - c. New irrigation systems shall not utilize aboveground spray emission devices in landscapes that are less than 48 inches not including the impervious surfaces in either length or width and which contain impervious pedestrian or vehicular traffic surfaces along two or more perimeters. If pop-up sprays or rotary sprinkler heads are used in a new irrigation system, the sprinkler heads must direct away from any adjacent surface and shall not be installed closer than four inches from a hardscape, such as, but not limited to, a building foundation, fence, concrete, asphalt, pavers, or stones set with mortar.
 - d. Narrow paved walkways, jogging paths, golf cart paths or other small areas located in cemeteries, parks, golf courses or other public areas may be exempted from this requirement if the runoff drains into a landscaped area.
- (o) Water pressure. Emission devices must be installed to operate at the minimum and not above the maximum sprinkler head pressure as published by the manufacturer for the nozzle and head spacing that is used. Methods to achieve the water pressure requirements include, but are not limited to, flow control valves, a pressure regulator, or pressure compensating spray heads.
- (p) Piping. Piping in irrigation systems must be designed and installed so that the flow of water in the pipe will not exceed a velocity of five feet per second for polyvinyl chloride (PVC) pipe.
- (q) Irrigation zones. Irrigation systems shall have separate zones based on plant material type, microclimate factors, topographic features, soil conditions, and hydrological requirements.
- (r) Matched precipitation rate. Zones must be designed and installed so that all of the emission devices in that zone irrigate at the same precipitation rate.
- (s) [No spray area.] Irrigation systems shall not spray water over surfaces made of concrete, asphalt, brick, wood, stones set with mortar, or any other impervious material, such as, but not limited to, walls, fences, sidewalks, streets, etc. All irrigation systems within ten feet of a public right-of-way shall be drip irrigation only.
- (t) Master valve. When provided, a master valve shall be installed on the discharge side of the backflow prevention device on all new installations.

- (u) PVC pipe primer solvent. All new irrigation systems that are installed using PVC pipe and fittings shall be primed with a colored primer prior to applying the PVC cement in accordance with the International Plumbing Code (Section 605).
- (v) Rain or moisture shut-off devices or other technology. All new automatically controlled irrigation systems must include sensors or other technology designed to inhibit or interrupt operation of the irrigation system during periods of moisture or rainfall. Rain or moisture shut-off technology must be installed according to the manufacturer's published recommendations. Repairs to existing automatic irrigation systems that require replacement of an existing controller must include a sensor or other technology designated to inhibit or interrupt operation of the irrigation system during periods of moisture or rainfall.
- (w) Isolation valve. All new irrigation systems must include an isolation valve between the water meter and the backflow prevention device.
- (x) Depth coverage of piping. Piping in all irrigation systems must be installed according to the manufacturer's published specifications for depth coverage of piping.
 - 1. If the manufacturer has not provided published specifications for depth coverage of piping, the piping must be installed to provide minimum depth coverage of six inches of select backfill, between the top of the pipe and the natural grade of the topsoil. All portions of the irrigation system that fail to meet this standard must be noted on the irrigation plan. If the area being irrigated has rock at a depth of six inches or less, select backfill may be mounded over the pipe. Mounding must be noted on the irrigation plan and discussed with the irrigation system owner or owner's representative to address any safety issues.
 - 2. If a utility, manmade structure, or roots create an unavoidable obstacle, which makes the six-inch depth coverage requirement impractical, the piping shall be installed to provide a minimum of two inches of select backfill between the top of the pipe and the natural grade of the topsoil.
 - 3. All trenches and holes created during installation of an irrigation system must be backfilled and compacted to the original grade.
- (y) Wiring irrigation systems.
 - a. Underground electrical wiring used to connect an automatic controller to any electrical component of the irrigation system must be listed by Underwriters Laboratories as acceptable for burial underground.
 - b. Electrical wiring that connects any electrical components of an irrigation system must be sized according to the manufacturer's recommendation.
 - c. Electrical wire splices which may be exposed to moisture must be waterproof as certified by the wire splice manufacturer.
 - d. Underground electrical wiring that connects an automatic controller to any electrical component of the irrigation system must be buried with a minimum of six inches of select backfill.
- (z) [Non-potable water.] Water contained within the piping of an irrigation system is deemed to be non-potable. No drinking or domestic water usage, such as, but not limited to, filling swimming pools or decorative fountains, shall be connected to an irrigation system. If a hose bib (an outdoor water faucet that has hose threads on the spout) is connected to an irrigation system for the purpose of providing supplemental water to an area, the hose bib must be installed using a quick coupler key on a quick coupler installed in a covered purple valve box and the hose bib and any hoses connected to the bib must be labeled "non-potable, not safe for drinking." An isolation valve must be installed upstream of a quick coupler connecting a hose bib to an irrigation system.
- (aa) A licensed irrigator or a licensed irrigation technician shall be onsite at all times while the

landscape irrigation system is being installed. When an irrigator is not onsite, the irrigator shall be responsible for ensuring that a licensed irrigation technician is onsite to supervise the installation of the irrigation system.

SECTION XI. COMPLETION OF IRRIGATION SYSTEM INSTALLATION.

Upon completion of the irrigation system, the irrigator or irrigation technician who provided supervision for the on-site installation shall be required to complete four items:

- (a) A final "walk through" with the irrigation system's owner or the owner's representative to explain the operation of the system;
- (b) The maintenance checklist on which the irrigator or irrigation technician shall obtain the signature of the irrigation system's owner or owner's representative and shall sign, date and seal the checklist. If the irrigation system's owner or owner's representative is unwilling or unable to sign the maintenance checklist, the irrigator shall note the time and date of the refusal on the irrigation system's owner or owner's representative signature line. The irrigation system owner or owner's representative will be given the original maintenance checklist and a duplicate copy of the maintenance checklist shall be maintained by the irrigator. The items on the maintenance checklist shall include, but are not limited to:
 - 1. The manufacturer's manual for the automatic controller, if the system is automatic;
 - 2. A seasonal (spring, summer, fall, winter) watering schedule based on either current/real time evapotranspiration or monthly historical reference evapotranspiration (historical ET) date, monthly effective rainfall estimates, plant landscape coefficient factors, and site factors;
 - 3. A list of components, such as the nozzle, or pump filters, and other such components that require maintenance and the recommended frequency for the service; and
 - 4. The statement, "This irrigation system has been installed in accordance with all applicable state and local laws, ordinances, rules, regulations or orders. I have tested the system and determined that it has been installed according to the irrigation plan and is properly adjusted for the most efficient application of water at this time."
- (c) A permanent sticker which contains the irrigator's name, license number, company name, telephone number and the dates of the warranty period shall be affixed to each automatic controller installed by the irrigation technician. If the irrigation system is manual, the sticker shall be affixed to the original maintenance checklist. The information contained on the sticker must be printed with waterproof ink and include:
- (d) The irrigation plan indicating the actual installation of the system must be provided to the irrigation system's owner or owner's representative.

SECTION XII. ACCESS TO PREMISES.

Authorized employees of the city, or their designated representatives with proper identification, shall have access during reasonable hours to all parts of premises and within the building to which water is supplied. If any water user refuses to allow access to premises or to the interior of a structure at reasonable times and on reasonable notice for inspection by a cross-connection specialist appointed by the city, a reduced pressure principle device will be required to be installed at the service connection to that premises. If the water user refuses to install the reduced pressure principle device, the city may apply to any court of competent jurisdiction for a warrant authorizing entry onto the premises for purpose of inspection of the water supply system.

SECTION XIII. TESTING, AND REPAIR OF BACKFLOW PREVENTION DEVICE MAINTENANCE, ALTERATION, REPAIR, AND SERVICE.

- (a) All backflow devices installed within the territory served by the city shall be tested immediately upon installation and at least annually thereafter by a state-certified tester. All such devices found not functioning properly shall be promptly repaired or replaced; the city may deny or discontinue water service to the premises. All testing and repairs are the financial responsibility of the water user.
- (b) The licensed irrigator is responsible for all work that the irrigator performed during the maintenance, alteration, repair, or service of an irrigation system during the warranty period. The irrigator or business owner is not responsible for the professional negligence of any other irrigator who subsequently conducts any irrigation service on the same irrigations system.
- (c) All trenches and holes created during the maintenance, alteration, repair, or service of an irrigation system must be returned to the original grade with compacted select backfill.
- (d) Colored PVC pipe primer solvent must be used on all pipes and fittings used in the maintenance, alteration, repair, or service of an irrigation system in accordance with the International Plumbing Code (Section 605).
- (e) When maintenance, alteration, repair or service of an irrigation system involves excavation work at the water meter or backflow prevention device, an isolation valve shall be installed, if an isolation valve is not present.

SECTION XIV. RESPONSIBILITY FOR COST OF COMPLIANCE.

All cost associated with the purchase, installation, inspections, testing, replacement, maintenance, parts and repair of the backflow device are the financial responsibility of the property owner.

SECTION XV. TERMINATION OF WATER SERVICE FOR NONCOMPLIANCE.

Failure on the part of any customer to either protect with approved devices or to discontinue the use of all cross-connections and to physically separate cross-connections is sufficient cause for the immediate discontinuance of public water service to the premises.

SECTION XVI. ADVERTISEMENT REQUIREMENTS.

- (a) All vehicles used in the performance of irrigation installation, maintenance, alteration, repair, or service must display the irrigator's license number in the form of "LI _____" in a contrasting color of block letters at least two inches high, on both sides of the vehicle.
- (b) All forms of written and electronic advertisements for irrigation services must display the irrigator's license number in the form of "LI _____." Any form of advertisement, including business cards, and estimates which displays an entity's or individual's name other than that of the licensed irrigator must also display the name of the licensed irrigator and the licensed irrigator's license number. Trailers that advertise irrigation services must display the irrigator's license number.
- (c) The name, mailing address, and telephone number of the commission must be prominently displayed on a legible sign and displayed in plain view for the purpose of addressing complaints at the permanent structure where irrigation business is primarily conducted and

irrigation records are kept.

SECTION XVII. CONTRACTS.

- (a) All contracts to install an irrigation system must be in writing and signed by each party and must specify the irrigator's name, license number, business address, current business telephone number(s), the date that each party signed the agreement, the total agreed price, and must contain the statement, "Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ), MC-178, P.O. Box 13087, Austin, Texas 78711-3087. TCEQ's website is: www.tceq.state.tx.us." All contracts must include the irrigator's seal, signature and date.
- (b) All written estimates, proposals, bids and invoices relating to the installation or repair of an irrigation system(s) must include the irrigator's name, license number, business address, current business telephone number(s), and the statement: "Irrigation in Texas is regulated by the Texas Commission On Environmental Quality (TCEQ), (MC-178), P.O. Box 13087, Austin, Texas 78711-3087. TCEQ's website is: www.tceq.state.tx.us." All contracts must include the irrigator's seal, signature and date.
- (c) An individual who agrees by contract to provide irrigation services as defined in Title 30, V.T.C.A., Government Code § 344.30 (relating to license required) shall hold an irrigator license issued under Title 30, V.T.C.A., Government Code ch. 30 (relating to occupational licenses and registrations) unless the contract is a pass-through contract as defined in Title 30, V.T.C.A., Government Code § 344.1(36) (relating to definitions). If a pass-through contract includes irrigation services, then the irrigation portion of the contract can only be performed by a licensed irrigator. If an irrigator installs a system pursuant to a pass-through contract, the irrigator shall still be responsible for providing the irrigation system's owner or through contract, the irrigator shall still be responsible for providing the irrigation system's owner or owner's representative a copy of the warranty and all other documents required under this chapter. A pass-through contract must identify by name and license number the irrigator that will perform the work and must provide a mechanism for contacting the irrigator for irrigation system warranty work.
- (d) The contract must include the dates that the warranty is valid.

SECTION XVIII. WARRANTIES FOR SYSTEMS.

- (a) On all installations of new irrigations systems, an irrigator shall present the irrigation system's owner or owner's representative with a written warranty covering materials and labor furnished in the new installation of the irrigation system. The irrigator shall be responsible for adhering to terms of the warranty. If the irrigator's warranty is less than the manufacturer's warranty for the system components, then the irrigator shall provide the irrigation system's owner or the owner's representative with applicable information regarding the manufacturer's warranty period. The warranty must include the irrigator's seal, signature, and date. If the warranty is part of an irrigator's contract, a separate warranty document is not required.
- (b) An irrigator's written warranty on new irrigation systems must specify the irrigator's name, business address, and business telephone number(s), must contain the signature of the irrigation system's owner or owner's representative confirming receipt of the warranty and must include the statement: "Irrigation in Texas is regulated by the Texas Commission on Environmental quality (TCEQ), MC-178, P.O. Box 130897, Austin, Texas 78711-3087. TCEQ's website is: www.tceq.state.tx.us."
- (c) On all maintenance, alterations, repairs, or service to existing irrigation systems, an

irrigator shall present the irrigation system's owner or owner's representative a written document that identifies the materials furnished in the maintenance, alteration, repair, or service. If a warranty is provided, the irrigator shall abide by the terms. The warranty document must include the irrigator's name and business contact information.

SECTION XIX. DUTIES AND RESPONSIBILITIES OF CITY IRRIGATION INSPECTORS.

A licensed irrigation inspector shall enforce the ordinance of the city, and shall be responsible for:

- (a) Verifying that the appropriate permits have been obtained for an irrigation system and that the irrigator and installer or irrigation technician, if applicable, are licensed;
- (b) Inspecting the irrigation system;
- (c) Determining that the irrigation system complies with the requirements of this article;
- (d) Determining that the appropriate backflow prevention device was installed, tested, and test results provided to the city;
- (e) Investigating complaints related to irrigation system installation, maintenance, alteration, repairs, or service of an irrigation system and advertisement of irrigation services; and
- (f) Maintaining records according to this article.

SECTION XX. ITEMS NOT COVERED BY THIS ARTICLE.

Any item not covered by this article and required by law shall be governed by the Texas Occupations Code, the Texas Water Code, Title 30 of the Texas Administrative Code, and any other applicable state statute or Texas Commission on Environmental Quality rule.

SECTION XVI. FEES.

See Appendix A.

SECTION XXI. ENFORCEMENT.

- (a) The city shall have the power to administer and enforce the provisions of this article as may be required by governing law. Any person, firm, corporation or agent who shall violate a provision of this Code, or fails to comply therewith, or with any of the requirements thereof, is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of the ordinance codified in this chapter is declared to be a nuisance.
- (b) Any person violating any provision of [this] article shall, upon conviction, be fined a sum not exceeding \$2,000.00. Each day that a provision of this article is violated shall constitute a separate offense. An offense under this article is a Class C misdemeanor, punishable by a fine of up to \$2,000.00.
- (c) Nothing in this article shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this article and to seek remedies as allowed by law, including, but not limited to the following:
 - 1. Injunctive relief to prevent specific conduct that violates the article or to require specific conduct that is necessary for compliance with the article; and
 - 2. Other available relief.

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 15TH DAY OF JULY IN THE
YEAR OF OUR LORD, 2025.**

1st Reading: July 15, 2025

2nd Reading: August 5, 2025

CITY OF MERCEDES:

Oscar D. Montoya, Mayor

ATTEST:

Joselynn Castillo
City Secretary

APPROVED AS TO FORM:

Martie Garcia Vela
City Attorney

MODEL STAFF REPORT REGARDING TGS'S REQUESTED RATE CHANGE

OVERVIEW:

On June 30, 2025, Texas Gas Service Company ("TGS" or "Company") a Division of ONE Gas, Inc. ("ONE Gas"), pursuant to Subchapter C of Chapter 104 of the Gas Utility Regulatory Act, filed its Statement of Intent to change gas rates at the Railroad Commission of Texas ("RRC") and in all municipalities exercising original jurisdiction within the incorporated areas of the Central-Gulf, West North, and Rio Grande Valley Service Areas, effective August 19, 2025.

TGS is seeking to increase its revenues by \$41.1 million, which is an increase of 7.07% including gas costs, or 9.83% excluding gas costs. TGS is also seeking to consolidate all service areas into a single statewide jurisdiction served by TGS. The Company's proposed rates for all of its customers are based on the systemwide cost of providing service to customers throughout the entirety of Texas. TGS is also requesting: (1) approval of new depreciation rates for direct and division distribution and general plan within its service areas; (2) a finding that the expenses for COVID-19 that are contained in regulatory assets authorized by the Commission are reasonable, necessary, and accurate; (3) a prudence determination for capital investment made in Texas through December 31, 2024; (4) approval of the form of notice for the proposed Rate Schedule Pipeline Integrity Testing ("PIT"); and (5) approval to recover the reasonable rate case expenses associated with this filing through a surcharge on rates.

Since TGS is requesting consolidation of all its service areas, the Company will need to withdraw its existing tariffs to reflect the new TGS rates and/or related changes necessary to reflect consolidation. The Company's new proposed tariff includes: (1) a new Customer Assistance rate design and related scheduled; (2) revisions to the Rules of Service and T-Terms to include new definitions; (3) revisions to the Cost of Gas clause for consistency with all Company areas of service; and (4) combining the Commercial, Industrial, Public Authority and Compressed Natural Gas rate on the Transportation Schedule into one Transportation rate and adding a new Electric Generation rate design and rate schedule.

The resolution suspends the August 19, 2025 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with other similarly situated cities with original jurisdiction served by TGS, to evaluate the filing, to determine whether the filing complies with the law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that the Company's rate request cannot become effective until at least 35 days following the filing of the application. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, TGS's rate request is deemed approved.**

Explanation of “Be It Resolved” Sections:

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as “the maximum period allowed by law” rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on TGS’s request to increase rates by August 19, 2025.

Section 2. This provision authorizes the City to participate in a coalition of cities served by TGS in order to more efficiently represent the interests of the City and their citizens.

Section 3. This section authorizes the hiring of Lloyd Gosselink Rochelle & Townsend, P.C. to represent the City in matters related to TGS’s application to increase its rates.

Section 4. This section authorizes the City’s intervention in TGS’s application for approval to increase its rates before the Railroad Commission.

Section 5. This section requires the Company to reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by the coalition of cities will submit monthly invoices that will be forwarded to TGS for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 6. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 7. This section provides that the City will provide a copy of the approved and signed resolution to representatives for TGS and the coalition of cities.

RESOLUTION NO. 2025-16

**A RESOLUTION OF THE CITY OF MERCEDES, TEXAS
SUSPENDING THE AUGUST 19, 2025 EFFECTIVE DATE
OF TEXAS GAS SERVICE COMPANY’S REQUESTED
INCREASE TO PERMIT THE CITY TIME TO STUDY THE
REQUEST AND TO ESTABLISH REASONABLE RATES;
APPROVING COOPERATION WITH OTHER CITIES IN
THE TEXAS GAS SERVICE COMPANY’S SERVICE AREA;
HIRING LEGAL AND CONSULTING SERVICES TO
NEGOTIATE WITH THE COMPANY AND DIRECT ANY
NECESSARY LITIGATION AND APPEALS;
AUTHORIZING INTERVENTION IN TEXAS GAS
SERVICE’S STATEMENT OF INTENT TO CHANGE GAS
UTILITY RATES AT THE RAILROAD COMMISSION;
REQUIRING REIMBURSEMENT OF CITIES’ RATE CASE
EXPENSES; FINDING THAT THE MEETING AT WHICH
THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC
AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS
RESOLUTION TO THE COMPANY AND LEGAL
COUNSEL**

WHEREAS, on or about June 30, 2025, Texas Gas Service Company, a Division of ONE Gas, Inc. (“TGS” or “Company”), pursuant to Gas Utility Regulatory Act § 104.102, filed with the City of Mercedes (“City”) a Statement of Intent to change gas rates in all municipalities exercising original jurisdiction within the incorporated areas of the Central-Gulf, West North, and Rio Grande Valley Service Areas effective August 19, 2025; and

WHEREAS, the City is a gas customer of TGS and a regulatory authority with exclusive original jurisdiction over the rates and charges of TGS within the City; and

WHEREAS, it is reasonable for the City of Mercedes to cooperate with other similarly situated cities in conducting a review of the Company’s application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, the Gas Utility Regulatory Act § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

WHEREAS, TGS has filed an application with the Railroad Commission, that could become the docket into which appeals of city action on the TGS filing are consolidated; and

WHEREAS, the Gas Utility Regulatory Act § 103.022 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MERCEDES, TEXAS:

SECTION 1. That the August 19, 2025, effective date of the rate request submitted by TGS on or about June 30, 2025, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. That the City is authorized to cooperate with other cities in the TGS service area to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations to the City regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Railroad Commission.

SECTION 3. That, subject to the right to terminate employment at any time, the City of Mercedes hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to represent the City in all matters associated with the TGS application to increase rates and appeals thereof.

SECTION 4. That intervention at the Railroad Commission in the docket that the application is filed under is authorized.

SECTION 5. That the City's reasonable rate case expenses shall be reimbursed by the Company.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. A copy of this Resolution shall be sent to TGS representatives Judy Hitchye, Texas Gas Service Company, Barton Skyway IV, 1301 S. Mopac, Suite 400, Austin, Texas 78746 (Judy.Hitchye@onegas.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

PASSED AND APPROVED this 15th day of July, 2025.

Oscar D. Montoya Sr., Mayor
City of Mercedes

ATTEST:

Joselynn Castillo, City Secretary



Local Park Grant Program Resolution Authorizing Application

A resolution of the City of Mercedes as hereinafter referred to as “Applicant,” designating certain officials as being responsible for, acting for, and on behalf of the Applicant in dealing with the Texas Parks & Wildlife Department, hereinafter referred to as “Department,” for the purpose of participating in the Local Park Grant Program, hereinafter referred to as the “Program”; certifying that the Applicant is eligible to receive program assistance; certifying that the Applicant matching share is readily available; and dedicating the proposed site for permanent (or for the term of the lease for leased property) public park and recreational uses.

WHEREAS, the Applicant is fully eligible to receive assistance under the Program; and

WHEREAS, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

BE IT RESOLVED BY THE APPLICANT:

SECTION 1: That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

SECTION 2: That the Applicant hereby certifies that the matching share for this application is readily available at this time.

SECTION 3: That the Applicant hereby authorizes and directs the Parks Director to act for the Applicant in dealing with the Department for the purposes of the Program, and that Armando Villela is hereby officially designated as the representative in this regard.

SECTION 4: The Applicant hereby specifically authorizes the official to make application to the Department concerning the site to be known as HEB Park Improvements in the City of Mercedes of Hidalgo County or use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

Introduced, read and passed by an affirmative vote of the “Applicant” on this 15th day of July, 2025.

Signature of Local Government Official

Oscar D. Montoya Sr., Mayor

Typed Name and Title

ATTEST:

Signature

Joselynn Castillo, City Secretary

Typed Name and Title

DATE: July 15, 2025
FROM: Alberto Perez, City Manager
ITEM: **Discussion and possible action to Discussion and possible action to accept qualifications for Engineering Services and renew existing contracts**

BACKGROUND INFORMATION: On August 16, 2022 the City of Mercedes solicited bids for engineering services. The City received 19 bidders, the commission was presented with a list of 15 engineering firms that the city recommended be on a rotation in order to avoid delays with projects. The list attached provides the engineering firms with the services that each provide.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: City Commission may choose to go out for RFQ's

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):

\$

Account Number(s):

Finance Review by:

LEGAL REVIEW:

ATTACHMENTS:

1. Engineering list
2. Sample Contract for Engineering Services

STAFF RECOMMENDATION: Staff recommends renewal

Bid # 2022-013 Engineering Services

Engineering Firms	Water & Wastewater	Streets	Structural	Geotech	MEP	Drainage	Parks	Master Plan & Land Use	Owner's Rep
Freese and Nichols	•	•	•		•	•	•	•	•
Guzman & Munoz		•				•			
Garver	•		•		•			•	
Rio Delta		•				•			•
SDI		•				•	•		•
Garcia Infrastructure	•								
Atlas Engineering				•					
Supreme Engineering		•				•			
SWG		•				•			
Ambiotec Group	•								
Trinity Mep Engineering					•				
Casa Engineerig			•						

BID# 2022-02-16 GeoTechnical Services

Raba				•					
Terracon				•					
MEG				•					

SAMPLE CONTRACT
CITY OF MERCEDES
CIVIL ENGINEERING SERVICES

This Contract made and signed this _____ day of _____, 2022 by and between the City of Mercedes, Texas (“City”) and _____ (“Consultant”) whose place of business is in _____. The City and the Consultant for the consideration stated herein agree as follows:

Section 1. General Requirement:

The Consultant hereby agrees to provide a full variety of engineering and consulting services on an as-needed basis, described in the Request for Qualifications No. 2022-13, which is not attached hereto, but are incorporated by reference on to this Contract. Due to the nature of as-needed services, it is not feasible to define the exact scope of work in advance. Once the qualified pool of consultants is established, the City will assign projects based upon the consultant’s specialized expertise, experience, and availability to perform and complete the services in a timely manner at a fair and reasonable price

Section 2. Scope of Work:

Engineering services to be provided may include:

- 21 Preparation of plans and specifications for construction projects varying in complexity. Services may include preliminary plans and cost estimates, necessary fieldwork, drafting, design, surveying, bid assistance, construction inspection, project management, preliminary reports, and identification of alternatives, the Engineer will also secure all necessary permits for the project.
- 22 Preparation of specialized engineering studies on a variety of subjects including, but not limited to structural design and structural analysis of buildings, bridges, drainage studies, master planning, water and wastewater, and construction feasibility studies.
- 23 Construction administration and engineering including, but not limited to, review and approval of material submittals, daily construction observation, as needed, and documentation, coordinating contractor’s work.
- 24 Surveying activities including, but are not limited to, topographic survey, title search, easement legal description preparation, construction staking, and cut-sheet preparation.
- 25 Engineering or project management services may include, but not limited to sanitary sewer, storm sewer, water mains, street paving, sidewalks, bridges,

drainage projects, building repairs, stormwater detention pond design, lift station design, plan reviews, geotechnical, mechanical, electrical, plumbing, and road design drainage studies, in accordance with city standards and procedures.

Possible projects could include:

- a. Site and utility plans at any City facilities and City parks;
- b. Detention ponds;
- c. Road engineering projects;
- d. Facility remodels;
- e. Subdivision and development reviews;
- f. Projects identified in the Parks Master Plan;
- g. Projects identified in the City of Mercedes Capital Improvement Plan; and
- h. Thoroughfare projects;
- i. Land Use Analysis;
- j. Feasibility studies;
- k. Water and Wastewater Master Planning
- l. Water and Wastewater Plants;
- m. Hydraulic modeling;
- n. Water wells;
- o. Owner's representative.

- 26 Consultants may perform various topographical surveying tasks as requested for the preparation of civil engineering construction plans. Services may include but not be limited to, the gathering of topographical survey data and providing digital submissions. It is understood that the final work product will be a complete survey that will contain all known site features and will be ready for use as a base drawing for final engineering plans.
- 27 Services may include construction supervision and full-time inspection services on all construction work on which this task is assigned to the consulting engineer. Sufficient personnel as agreed upon by the City shall be assigned to the construction project to assure that each element of the project is constructed in keeping with the plans and specifications approved by the City. Activities task will be dedicated to verifying that all materials provided and work performed is in conformance with the project plans and specifications.
- 28 Engineering Firm shall furnish its inspectors with equipment and materials and any incidentals necessary to properly perform their work.
- 29 The Engineering Firm, at its own expense, may enter contracts with joint contractors, sub-consultants, or employ additional personnel to the extent deemed necessary for the required work. The firm acknowledges that such contracts made with these sub-contractors are not contracted by the City.

Section 3.0 Terms:

- 3.1 This Contract shall be in force upon acceptance in accordance with the City's procurement policy for professional services and a start date of the notice to proceed with two (2) optional annual renewals. Annual renewals are predicated on sufficient budgetary allocation by the City Council for the renewal of the awarded Contract. City Council shall be under no obligation to make such budgetary allocation.
- 3.2 This Contract may be terminated at any time by the City or the Consultant upon receipt of thirty (30) days' prior written notice.
- 3.3 Any Work outside the scope of this Contract must be in writing and authorized, in advance, by the City.
- 3.4 Any variations from this Contract must be in writing and agreed upon by both the City and the Consultant.
- 3.5 In the event that additional or removed services from a particular group, Consultant may give the City a revised price in writing. The City shall have thirty (30) days to accept or reject the price revision.

Section 4. Payment Terms:

- 4.1 City agrees to pay Consultant for the Work performed under this Contract, and Consultant agrees to accept, as his full and only compensation thereof, a sum mutually agreed upon and authorized by the City be paid for each authorization on the following terms: Each payment will be based on the receipt of a monthly invoice from the Consultant which details the exact location, date, and type of services rendered during the previous month.
- 4.2 If the Consultant fails to perform any of its obligations under this Contract or any other contract between the City and the Consultant, including its obligation to the City to pay any subcontractor or workmen or other person which arises out of or in connection with the performance of this Contract or any other contracts with the City, then the City shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the City Manager of the City may deem ample to protect the City against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the City Manager may deem proper to secure such protection or satisfy such claims.

Section 5. Miscellaneous:

These Contract, together with the documents and attached Professional Services General Terms of the Agreement are fully a part of this agreement.

THE CITY OF MERCEDES:

Alberto Perez, City Manager

ATTEST:

Joselynn Castillo, City Secretary

CONSULTANT:

Signature: _____

Printed Name: _____

Address: _____

Phone Numbers:

Office: _____

Cell: _____

Fax: _____

Federal Taxpayer Identification Number: _____

PROFESSIONAL SERVICES GENERAL TERMS OF THE AGREEMENT

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I. CONSULTANT'S RESPONSIBILITIES

A. General

The Consultant will perform engineering and consultant, as needed, in relation to the design of the identified projects. The Consultant will serve as the City's (City of Mercedes) professional consultant and will advise the City during the performance of the Consultant's services. The City agrees to compensate the Consultant for those services in accordance with Section V - Compensation. Consultant shall report to City's designated Project Manager which can and will vary depending on the nature of the identified project.

B. Performance of Services

The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

The City is agreeing to contract with the Consultant on basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and its' designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

1. The Consultant's Key Personnel, including its Project Manager, and the Consultant's associated Subconsultants to be employed in the performance of the Project professional services shall not be changed except with the City's prior written approval.

2. The Consultant must disclose any potential conflict of interest relating to the Consultant, the Consultant's employees, a Subconsultant or supplier. Failure to disclose any such conflicts may be grounds for termination.

3. The Consultant agrees not to modify any Subconsultant's design after Subconsultant's seal has been affixed, except with the written consent of the Subconsultant. The Consultant is fully responsible for the Subconsultants' performance and obligations under this Agreement.

4. The Consultant shall obtain City's written approval prior to terminating, adding or substituting Subconsultants.

5. If the City notifies the Consultant that a member of the Consultant's team, including Subconsultants, is incompetent, disorderly, abusive, or disobedient, or has knowingly or repeatedly violated any federal, state, or local law, the Consultant shall immediately remove any such

person from performing work on the Project. The City's prior written consent and approval must be obtained before any such person may be reinstated. The City may report any breaches of professional codes of ethics to the appropriate licensing board.

6. The Consultant will attend and draft complete minutes of each Project design and construction meeting between Consultant, City and Construction Contractor and/or Consultant and other agencies, and submit them to City for approval within seven (7) calendar days after each Project conference.

7. The Consultant shall prepare and submit all appropriate permit applications and supporting drawings, specifications and other documents in the name of the City of Mercedes to utility companies and providers and governmental authorities having jurisdiction over the Project and shall obtain all approvals and all development and building permits necessary to complete the Project or as otherwise specified by City. Development and permitting fees due to the City of Mercedes will be waived.

8. Consultant agrees to attend and make presentations, as Basic Services, including (i) Council and Committee meetings, (ii) public meetings, and (iii) internal City of Mercedes meetings. Any other presentations required by City will be considered Additional Services.

9. The Scope of Services generally consists of all elements of work, material and equipment required for the professional development of the Project satisfactory to the City and in compliance with all applicable laws, rules, regulations, and ordinances and in accordance with the requirements, policies, and general practices of the City.

10. The Consultant shall not knowingly specify, request or approve for use any asbestos containing materials or lead-based paint without the City's prior written approval. For materials specified on the basis of performance criteria, the Consultant shall include a requirement in the specifications effectively stating that "Asbestos containing materials or lead-based paint are prohibited from being used in the Project." When a specific product is specified, the Consultant shall make best efforts to verify that the product does not include asbestos containing material. The Consultant agrees to execute a Statement of Non-Inclusion of Asbestos Containing Material, both prior to design and upon completion of the Construction Documents Phase.

11. If directed by City, Consultant shall update City provided record documents. If the City provided record documents to be updated have been sealed by another Engineer, the Consultant shall notify the Engineer of record of the agreement to update said documents. All updates and revisions to existing sealed documents shall be made as directed by City and in accordance with the Texas Board of Professional Engineers rules.

12. The Consultant agrees that record documents provided by the City are to be used only for the intended purpose and to meet this contract's obligations. Use of these record documents for any other purpose not explicitly authorized by the City is strictly prohibited.

13. The Consultant shall prohibit discrimination in employment based upon race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

14. Confidentiality: In order to provide the Deliverables to the City, Consultant may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Consultant acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensor's and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Consultant (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Consultant promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Consultant agrees to use protective measures no less stringent than the Consultant uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

15. The Consultant shall assist the City with the selection of colors for finishes, furniture, equipment, etc. included in the Work. The Consultant shall prepare and submit a color board for the City's review and approval that clearly illustrates the Consultant's recommended color scheme.

16. The Consultant shall use an integrated design approach, where the evaluation of any Project element, material, or system is not viewed solely on the basis of its own isolated merit, but is designed and then appraised as an integrated part of the entire Project. This approach will require team members from all disciplines, during each stage of the design process, to investigate alternatives, question assumptions and research approaches to optimize performance.

17. Non-Infringement: The Consultant represents to the City that: (1) the Consultant shall provide the City good and indefeasible title to the Deliverables and (2) the Deliverables supplied by the Consultant in accordance with the specifications in the Contract will not infringe, directly or contributory, and patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Consultant does not know of any valid basis for such claims. The Consultant shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (1) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of Deliverables infringes the intellectual property rights of any third party; or (2) the Consultant's breach of any of Consultant's representations stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Consultant agrees that the City's specifications regarding the Deliverables shall in no way diminish Consultant's obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact Consultant.

C. Laboratory Services

If laboratory services are provided for the Project by the Consultant or its Subconsultant(s) through this Agreement, those services must be performed by a properly accredited laboratory. The Consultant will provide evidence to the City of such accreditation on an annual basis for the duration of this Agreement.

D. Quality Control Plan (QCP)

1. The Consultant will develop a Quality Control Plan (QCP) form and agrees to perform quality assurance-quality control/ constructability reviews. The approved QCP will be incorporated by reference and will include any subsequent revisions approved by City. In addition to providing the reports required by the QCP, the Consultant agrees to address any QCP comments from the City and provide resolution to the City's satisfaction. In the event the City retains a separate consultant to perform additional QCP services for the City, the Consultant will provide all necessary information to the City, address any comments from the City's consultant, and provide resolution to the City's satisfaction. The Consultant shall include this language in all its Subconsultant contracts to ensure Subconsultants understand their responsibility for complying with the City's or City's consultant's QCP requirements.

2. The QCP reviews will be performed by a staff member of the Consultant not involved in day-to-day Project tasks. If the Consultant does not have the internal staff capacity to provide for this independent review, the Consultant must include a QCP Subconsultant on the Project team. The person performing the QCP reviews shall certify, seal and attest that the final construction bid documents have been drafted in full compliance with the QCP.

3. The Consultant will perform QCP reviews at intervals during the design phase, specified in the QCP, to ensure plans, specifications, and drawings satisfy accepted quality standards and meet the requirements of the Project scope. Based on the findings of the QCP reviews, the Consultant must reconcile the Project scope and budget as needed. Documentation will be included that verifies interdisciplinary coordination has occurred.

4. The Consultant will perform constructability reviews, using persons with construction experience, at appropriate intervals, during the design phase, specified in the QCP to ensure that the Project is buildable, as well as cost-effective, biddable, and maintainable. Based on the findings of the constructability reviews, the Consultant shall redesign the Project, as required, to conform to the Preliminary Construction Budget. The Consultant will provide interim construction estimates to verify that the Project is within the Preliminary Construction Budget as further described in the phase descriptions in this Agreement.

5. Acceptance and/or approval of the Consultant's QCP documentation by the City do not constitute a release of the responsibilities and liability of the Consultant for the accuracy and competency of its QCP reviews and final construction documents.

E. Basic Services:

The Consultant will perform the basic Scope of Services described in this Agreement. This Scope of Services shall be performed only as authorized by the City.

1. Phase A: Preliminary Phase Services

If authorized by City, the Consultant shall perform the Phase A: Preliminary Phase Services as described below and in Resource Allocation Plan (RAP) for each subsequent written authorization.

a. Attend and, if requested by the City, conduct preliminary conferences and public meetings with the City and other interested or involved entities regarding the alternatives for the Project. Report progress of this phase to the City relative to approved Project Resource Allocation Plan (RAP) as prescribed by the City.

b. Obtain and review existing plans, maps, records, traffic (vehicular and pedestrian), water and wastewater studies, planning studies, zoning, land use, other utility, population, and other available information relevant to the development of the Project. With approval from the City, perform or contract with other licensed professionals to perform geotechnical investigations and engineering, or any tests, investigations or studies that are required for the proper execution of Phase A of the Project.

c. Prepare, conduct and document studies, analyses and reports of the Project alternatives in sufficient detail to clearly indicate the problems involved and reasonable solutions available to the City. Such studies, analyses and reports may include, but are not limited to: preliminary layouts, maps, exhibits, sketches, construction materials and methods evaluations, schedules, utility coordination plans, design criteria, environmental reviews, compatibility with existing and proposed systems and/or processes, and other investigations pertinent to the evaluation of the Project alternatives.

d. Collect all pertinent information concerning proposed public or private projects and/or proposed improvements in the Project area. Coordinate with City and other entities as necessary to comply with the Project RAP and minimize Project impacts and to communicate Project details to minimize impact to other projects in the area.

e. Prepare preliminary Project construction schedule estimate of the probable Project construction, life cycle and maintenance costs for all alternative solutions. The Consultant's opinion of construction costs shall be based on materials and labor process prevailing at the time of the preparation of the preliminary report with consideration of inflationary increases in costs. The Consultant shall apply reasonable consideration and knowledge to the preliminary cost estimate development.

f. Conduct preliminary field surveys, and determine site constraints and permitting requirements.

g. Prepare an environmental report for the recommended Project alternative(s) that addresses appropriate environmental issues, which may include, but are not limited to, impacts to air, noise, and water quality, historical features, vegetation, environmental and geological features, and endangered species.

h. Prepare a geotechnical report and other technical reports for the recommended Project alternatives that may include, but are not limited to: subsurface utility engineering

(SUE) findings, delineation of geologically sensitive areas, hydrologic issues, soils formation, and information necessary to identify contractor's probable or recommended means of construction.

i. Prepare, present, and publish details and a summary of findings for the recommended Project in a Preliminary Engineering and Investigations Report. This report will be drafted upon conclusion of the Consultant's reviews, investigations, and preliminary evaluations and shall include, but not be limited to, cost estimates (as outlined in Subsection I.E.1(e), alternate routes, identification of permanent and temporary easements, identification of need for additional right-of-way, evaluations of and of Project construction contracts to be bid, and design recommendations for construction methods and materials, including recommendations on the number and construction phase schedules.

j. For all Phase A services, the Consultant shall follow the approved schedule and meet all milestone requirements specified in the Project RAP.

k. For all Phase A services, the Consultant shall provide all required Quality Control Plan (QCP) documentation.

2. *Phase B: Design Phase Services*

The accepted recommendations from the Preliminary Engineering Report will define the Scope of work for the Design of the Project. If authorized by the City, the Consultant shall perform the Phase B services as described below and in RAP for each subsequent written authorization.

a. Attend and/or arrange for conferences, at periodic intervals not to exceed **fourteen (14) calendar days**, with the City for the purposes of explaining completed design activities and review of Project RAP for completion of remaining activities.

b. Conduct or otherwise acquire the necessary field surveys, soils tests, geotechnical tests, and additional analysis that, in the opinion of the Consultant, are required for the proper execution of the design of the Project.

c. Provide for field surveys, which may include photogrammetry, and perform related office computations and drafting for collecting information required for design. Such surveys must include horizontal and vertical control adequately documented on the final plans. Field surveys must also include the staking and referencing of points of intersection (PI's), points of curvature (PC's), points of tangency (PT's), and benchmarks (BM's) necessary to establish the Project construction in the field. If necessary, establish Static GPS Control Monuments with U.S. Geological Survey (USGS) NAD 83 and NAVD 88. Horizontal control for facilities shall be on the *Texas State Grid Coordinate System* Central Zone Grid Coordinates carried to second-order accuracy to permit actual construction staking to third order accuracy. The vertical control shall be based on the USGS NAVD 88 datum, specify the Geoid Model, and BM's shall be established not more than 1000 feet apart at accuracy of 0.01 feet. Visible topographic features will be tied to the Project centerline(s) and will include, but not necessarily be limited to, existing property or lease lines, property or lease corners, utilities and appurtenance, roadways, structures, railroad structures, trees over eight inches in diameter, and other features within the limits of construction and twenty-five (25) feet beyond. Project control must be complete and staked in the field at the time of advertisement for bid so that construction staking can be accomplished immediately thereafter.

d. The Consultant shall prepare a Draft Storm Water Pollution Prevention Plan (SWPPP) using a standard template and submit to the City for review and comment. All engineering

computations shall be certified by a Licensed Professional Engineer with competence in this area as required by Title 22, Chapter 137 of the Texas Administrative Code. All SWPPPs shall be signed by a Licensed Professional Engineer (TX) or a Certified Professional in Erosion and Sedimentation Control [(CPESC)(<http://cpesc.org/>)]. If the SWPPP itself contains engineering calculations, then a Licensed Professional Engineer must seal and sign the SWPPP. All drainage calculations shall be done in accordance with the guidelines in the Drainage Criteria Manual. The final SWPPP will address all City's comments provided on the Draft SWPPP.

e. Update construction cost estimates of authorized Project construction. If the estimated construction cost exceeds the Preliminary Construction Budget as established in Section III, the Consultant shall consult with the City as to what action is to be taken. If the City requires revisions to the Project scope to reduce the Project construction cost as required to stay within the Preliminary Construction Budget, the Consultant shall, at no additional cost to the City, make such revision to the Project construction document.

f. Provide City:

(i) One (1) electronic editable and searchable copy of 30%, 60%, 90% and 100% design complete submittals for review and comment.

(ii) Address the City's comments on each submittal.

(iii) One (1) electronic editable and searchable copy of Final Bidding Documents (consisting of plans, details and the Project Manual) and, one (1) electronic editable set of final design criteria and calculations of principal elements of final design.

g. Prepare information for any permits or approvals required by regulatory agencies for which the City must apply. The Consultant shall realize and acknowledge that all necessary permits are identified in the approved Preliminary Engineering Report (PER). The Consultant will be responsible for obtaining any additional permits that are not required by Contractor to obtain and are not identified in the PER at no additional cost to the City.

h. Provide final bid documents, which incorporate the City's comments, to the City at least fourteen (14) calendar days prior to advertising the Project for bids. Bid documents will not be printed until the City authorizes the Consultant to do so.

i. Obtain the City's acceptance of the Project bidding documents and provide one (1) electronic pdf set of final Project bidding documents for distribution to contractors. The Consultant agrees that the City may post the Consultant's Bidding Documents on-line for bidding purposes.

j. Update construction cost estimates of authorized Project construction. If the estimate exceeds the Preliminary Construction Budget described in Section III, the Consultant shall consult with the City as to what action is to be taken. If the City requires revisions to the Project scope to reduce the Project construction cost as required to stay within the Preliminary Construction Budget, the Consultant shall, at no additional cost to the City, make such revision to the Project construction documents.

k. Only if requested by the City, the Consultant shall assist the City in determining what additional information on Contractor qualifications may be required to be submitted by the bidders with their bids.

l. For all Phase B services, the Consultant shall submit written progress reports at least monthly. If the required reports are not received within seven (7) calendar days of the end of the month, the City may withhold payment, in accordance with Subsection V.B.3, until the reports are received.

m. For all Phase B services, the Consultant must design for compliance with the applicable laws, rules, and regulations of City, State and federal governments. The Consultant must request variances or waivers of any such requirements as appropriate.

n. For all Phase B services, the Consultant shall follow the approved schedule and meet all milestone requirements specified in the Project RAP.

o. For all Phase B services, the Consultant shall provide all required QCP documentation.

3. *Phase C: Bid-Award-Execution Phase Services*

If authorized by the City, the Consultant shall perform the Phase C services as described below:

a. Only if requested by the City, the Consultant shall assist the City in the advertisement of the Project for construction bids. Consultant services may include distributing bid documents, maintaining a record of bid document issuance and receipt, and receiving bid document deposits. Bid deposit checks shall be made payable to the City and those deposits not returned to bidders shall be given to the City.

b. The Consultant shall participate in or conduct a pre-bid conference, prepare and issue addenda, and attend bid opening.

c. Following the City's receipt of bids and bidders' post-bid information, the Consultant shall assist the City in analyzing Contractor bids and qualifications. The Consultant shall furnish to the City a recommendation regarding the responsibility of the bidder(s) within seven (7) calendar days following bid opening. Should the apparent lowest responsible bidder's construction cost of the Project (or component thereof) be greater than the Preliminary Construction Budget (or appropriate portion thereof) and the City elects not to award the Project (or component thereof) construction contract, the Consultant will consult with the City to determine revisions to the Project to reduce the Project cost as required to stay within approved or authorized cost limitations. The Consultant shall then make such revision to the Project construction documents at no additional cost to the City.

d. For all Phase C services, the Consultant shall follow the approved schedule and meet all milestone requirements specified in the Project RAP.

e. The Consultant shall prepare a conformed (construction) set of contract documents that incorporates all addenda, alternates and clarifications to both the Project Manual and the Plans. The Consultant shall submit a pdf of the conformed Project Manual and Plans to the City prior to City Council award of the construction contract.

4. *Phase D: Construction Phase Services*

If authorized by the City, the Consultant shall perform the Phase D services as described below:

a. The Consultant will be a representative of the City's Representative during the Construction Phase, and shall advise and consult with the City. Instructions to the Contractor will be forwarded through the Consultant. The Consultant will have authority to act on behalf of the City only to the extent provided in this Subsection I.E.4, Phase D: Construction Phase Services.

b. The Construction Phase will commence with the construction contract execution and will terminate on the date of final expiration completion of the construction Project, based on the completion milestone established for the construction Contract Time. The expiration date includes any time extensions granted to the Contractor by the City, but in no case will time extensions exceed approved Project Resource Allocation Plan (RAP).

c. Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Consultant shall administer the construction contract as set forth below and in the City's General Conditions of Agreement.

d. The Consultant shall participate in and document the proceedings of the preconstruction conference.

e. The Consultant shall visit the site to observe the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. The Consultant's visits to the site shall be at intervals appropriate to the stage of construction, but in no case less than **weekly**. The Consultant shall record observations made on each job site visit, including regularly scheduled Project meetings, and shall submit a written within 48 hours of site visit report to the City.

(i) Reports should include: list of subcontractors on-site by week as reported by Contractor, trades at work, approximate manpower, temperature/weather conditions, any variations from Contract Documents, any defective Work, percentage of contract time used compared with percentage of completion of construction, updates to the Project RAP, estimated contract completion date, and other meaningful information. Reports for periods when no Work is in progress will state "No Work in Progress."

(ii) The Consultant will furnish reports to the City within five (5) calendar days of the end of the work week of the observations or the report will be considered late. As stated in Subsection V.B.3, the City may withhold payment until the reports are received.

(iii) In addition, the Consultant's subconsultants shall visit the site at appropriate stages of the Work related to their area of specialty, shall record observations made on each job site visit and shall submit reports to the Consultant to be incorporated in the Consultant's reports to the City. The Consultant's subconsultants shall also attend those progress meetings when the Contractor's Application for Payment includes requests for areas of Work related to their discipline.

f. The Consultant shall review the Contractor's Application for Payment, based on Consultant's observations on site, evaluate the request, and recommend to the City the amount to be paid to the Contractor.

g. The Consultant's approval signature on the Application for Payment constitutes a representation by the Consultant to the City that the work is proceeding in general

accordance with the Contract Documents, and that the Contractor has progressed to the construction schedule point indicated and is entitled to payment in the amount certified. The Consultant is not responsible for work that is the Contractor's responsibility as defined in the Contractor's contract with the City.

h. The Consultant shall provide a draft response to the City for review and comment within seven (7) calendar days (unless the City grants a time extension), to all requests for information, claims, disputes and other matters in question between the City and the Contractor relating to the execution or progress of the work or the interpretation of the Contract Documents. After acceptance by the City, Consultant shall provide to the Construction Contractor the interpretations and decisions in written form, accompanied by signed and sealed drawings as appropriate.

i. If any Work does not conform to the Contract Documents, the Consultant shall, within 24 hours of the Consultant's observation, recommend the rejection of any such work to the City in writing. At any point during the Construction Phase, the Consultant may recommend that the City require special inspection or testing of the Work in accordance with the provisions of the Contract Documents.

j. The Consultant shall review and take other appropriate action upon Contractor submittals such as Shop Drawings, product data and samples following the requirements in the City Front End documents. The Consultant shall provide a written response to the Contractor (with a copy to the City) within seven (7) calendar days (unless a time extension is granted in writing by the City) to avoid a delay in the work.

(i) The Consultant's review is for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant is not responsible for work or requirements that are the Contractor's responsibility as defined in the Contractor's contract with the City.

(ii) The Consultant's review will not constitute approval of safety precautions, construction means, methods, techniques, sequences or procedures.

(iii) The Consultant may rely upon professional certifications of performance characteristics of materials, systems or equipment if such certifications are required by the Contract Documents.

k. The Consultant shall prepare Change Orders Documentation for the City's approval and execution in accordance with the Construction Contract Documents. The Consultant will recommend to the City accepting minor changes in the Work which are consistent with the intent of the Contract Documents, but do not involve an adjustment to the Contract Amount or an extension of the Contract Time. The City shall review the recommendation and if acceptable issue a Field Order to the Contractor.

l. Upon receipt of Contractor's notification that the Work has been substantially completed, the Consultant and its subconsultants shall work with the Contractor to ensure the Project is ready for the City's inspection within seven (7) calendar days unless the City approves a time extension. The Consultant shall provide written notification to the City that the Work has been substantially completed and is ready for the City's inspection. The City shall schedule a City inspection to be attended by the Consultant and its subconsultants.

(i) Within twenty-four (24) hours of the City's inspection, the Consultant shall provide the Contractor a draft written punchlist of items that need to be addressed prior to the Final Completion date specified in the construction contract. The Consultant shall provide the Contractor a final written punchlist within three (3) calendar days of the City's inspection.

(ii) If requested by the City, Consultant shall prepare and issue a Certificate of Substantial Completion no later than three (3) calendar days after the contract requirements for substantial completion have been met.

m. The Consultant shall review all warranties, guarantees, bonds, equipment operating instructions, and similar required material and documents for general compliance with the Contract Documents and shall present them to the City. Upon receipt of Contractor's written notice that the work is ready for final inspection and acceptance and receipt of a final Application for Payment from the Contractor, the Consultant shall make an on-site review within seven (7) calendar days. When the work is found to be acceptable by the City, the Consultant shall, within seven (7) calendar days, sign the final Application for Payment and provide a Letter of Concurrence to the City signifying that the work has been completed in general conformance to the requirements of the construction contract documents and that final payment is due the Contractor.

n. For all Phase D services, the Consultant shall follow the approved schedule and meet all milestone requirements specified in the Project RAP.

a. Construction Project Representation Beyond Basic Services

(i) If the City and Consultant agree that more extensive representation is needed at the site, the Consultant shall provide one or more Project Representatives to assist the Consultant in carrying out such responsibilities at the Project or work site. The Project RAP must be revised accordingly.

(ii) Such Project Representatives will be selected with the written approval of the City, employed and directed by the Consultant, and the Consultant will be compensated as mutually agreed between the City and the Consultant.

5. PHASE E: POST-CONSTRUCTION PHASE SERVICES

If authorized by the City, the Consultant shall perform the Phase E services as described below:

a. The scope of assistance referenced in this Paragraph 5 will include, but not be limited to, the following: (1) producing Record Documents for the City; (2) notifying the Contractor of deficiencies or failures in labor and materials and requesting corrective action; (3) preparing correspondence and other written data as necessary to document, clarify, and resolve discrepancies; and (4) meeting with the Contractor at the Project site or other local places when requested by the City.

b. Upon receipt from the Contractor of details of deviations from Contract Documents, Consultant shall produce Record Documents for the City's use within thirty (30) calendar days. The Consultant will ensure that the Record Documents of construction incorporate all compiled change orders, change directives, and field orders. The Consultant will ensure that a Professional Engineer's seal is affixed and signed on each document, stamped and identified as "RECORD DOCUMENTS", that signifies the recorded changes have been transferred.

(i) The Consultant shall submit electronic files of Project drawings that are considered Record Documents to the City on CD-ROM or other comparable durable electronic media. Consultant shall include Computer-Aided Design electronic files of Record Documents in a format usable by the City (e.g. AutoCAD or Revit files) as well as a pdf copy, signed and sealed by the Consultant.

c. Under Basic Services, the Consultant shall assist and represent the City through the post-construction period on matters involving malfunctions or deficiencies of the Work. The Consultant shall communicate with and assist the Contractor as necessary to correct all deficiencies within seven (7) calendar days of notification by the Consultant for a specific correction.

d. The Consultant shall require its subconsultants to provide assistance as necessary during the post-construction period stipulated in the approved Project Resource Allocation Plan (RAP).

e. The Consultant shall perform an on-site review of the Work, accompanied by its subconsultants, no less than thirty (30) calendar days before the one-year anniversary of the date of Substantial Completion. Based on the site review, the Consultant shall prepare, within seven (7) calendar days, a list of items needing correction and direct the Contractor to resolve them within a specified time frame. After determining that deficiencies have been corrected, the Consultant shall so notify the City in writing within seven (7) calendar days. This notification by the Consultant does not release the Contractor from its responsibilities set forth in the Contract Documents and will not be construed as an implied or express warranty or representation by the Consultant that there are no other deficiencies on the Project.

f. Under Basic Services, the Consultant and its subconsultants agree to provide Post-Construction Phase services as specified in the approved Project RAP. The Consultant shall provide accounting for time expended under Basic Services at the time these services are provided. Additional time for extended warranty period services not included in Basic Services will be considered Additional Services in accordance with Paragraph I.E.6 and paid for in accordance with the RAP.

g. For all Phase E services, the Consultant shall follow the approved schedule and meet all milestone requirements specified in the Project RAP.

F. Additional Services:

1. Unless otherwise stated in this Agreement, the Services listed in Subsections (a) through (e) below are Additional Services. Additional Services authorized in writing by the City will be paid for by the City as provided in this Agreement, in addition to the compensation for Basic Services. Additional Services authorized by the City in writing will be incorporated in the RAP, and all applicable articles of the Agreement will apply to the Additional Services. If Consultant identifies a need for Additional Services, the Consultant will submit a proposal for those services to the City within fourteen (14) calendar days of identifying the need.

a. Making revisions in Drawings, Specifications or other documents in connection with Change Orders, unless such Change Orders are caused by errors, omissions or other factors within the Consultant's control.

b. Making revisions in Drawings, Specifications or other documents when such revisions are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.

c. Providing design services of subconsultans not included in original scope of the Project.

d. Providing any other services not otherwise included in the Agreement.

e. Legal proceeding, unless the Consultant is a party to the proceedings.

2. For all Additional Services, the Consultant shall follow the approved schedule and meet all milestone requirements specified in the RAP.

3. The following are **not** Additional Services

a. Any revisions required for failure to adhere to the Preliminary Construction Budget.

b. Minor requests for information as determined by the City that clearly do not require extensive work by the Consultant.

c. Any revisions to Drawings, Specifications or other documents when the item requiring revision is inconsistent with or contradicts prior approvals or instructions given by the City, when the revision is required due to Consultant's failure to adhere to prior approvals or instructions given by the City, or when the revision corrects or revises any errors or deficiencies.

II. CITY'S RESPONSIBILITIES

A. The City will:

1. Provide its requirements for the Project.

2. Designate the City's Designated Representative.

3. Provide a "Preliminary Construction Budget for each Project" as defined in Subsection III A.

4. Assist Consultant by providing access to readily available (i) reports; (ii) property, boundary, easement, right-of-way, topographic and utility surveys; (iii) zoning and deed restrictions; and (iv) other data relevant to the development of the Project.

5. Assist Consultant in gaining entry to public property and private property, only when reasonably necessary, as may be required by the Consultant in the performance of their services under this Agreement.

6. Review and provide written comments on documents and questions presented by the Consultant and render decisions pertaining thereto within seven (7) calendar days. The City

will review and provide written comments on periodic plan and specifications submittals within fourteen (14) calendar days. The City shall immediately notify the Consultant if additional time is needed.

7. Give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any defect in the Consultant's work product or services.

8. Direct Consultant, through an Amendment to this Agreement, to provide any necessary Additional Services beyond those authorized in the approved Scope of Services and Project RAP or as stipulated in the Terms and Conditions of this Agreement.

B. The City may pay for or provide surveys describing physical characteristics, legal limitations for the site of the Project, and a written legal description of the site. The surveys and legal information will include, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees, and other special data or conditions. The Consultant may reasonably rely upon such information in the performance of their services under this Agreement unless Consultant's on-site review shows encroachments or other legal impediments.

C. The City may pay or provide for the services of soil engineers or other subconsultants when such services are deemed necessary by the Consultant and have the City's written concurrence. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.

III. PRELIMINARY CONSTRUCTION BUDGET

A. The "Preliminary Construction Budget" means the amount allocated by the City for the Project construction contract, which can only be adjusted by the City's prior written approval.

1. The Preliminary Construction Budget will be determined for each specific assignment.

B. Preliminary Construction Budget does not include the compensation of the Consultant and the Consultant's Subconsultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the City.

C. Responsibility for Preliminary Construction Budget

1. Consultant is responsible for designing the Project to be constructible within the Preliminary Construction Budget. The Consultant will determine what materials, equipment, component systems and types of construction to include in the Contract Documents, make reasonable adjustments in the scope of the Project with the City's consent, and, with the City's approval, develop bid alternates.

2. Consultant shall promptly advise the City, in writing, if the Consultant finds that the project being designed will exceed or is likely to exceed the Preliminary Construction Budget

and the Consultant is unable to design the Project within the Preliminary Construction Budget. The Consultant shall provide the City with a written revised estimate of construction costs, recommended changes in scope or quality to reduce the construction cost, and a description of any recommended bid alternates. If, after reviewing the Consultant's revised estimate of construction cost and recommendations, the City determines that award of a construction contract within the Preliminary Construction Budget is improbable, the City may:

- a. give written approval of an increase in the Preliminary Construction Budget;
 - b. cooperate in revising the Project scope and quality as required to reduce the construction cost;
 - c. direct the Consultant to prepare the bid documents to include bid alternates; or
 - d. authorize any combination of 2.a, 2.b, and 2.c.
3. If the Preliminary Construction Budget is exceeded by the lowest responsive bid submitted by a responsible bidder, the City shall either:
 - a. give written approval of an increase in the Preliminary Construction Budget;
 - b. cooperate in revising the Project scope and quality as required to reduce the construction cost;
 - c. abandon the Project; or,
 - d. authorize rebidding of the Project within a reasonable time.

In the case of 3.b and/or 3.d, above, the Consultant, without additional compensation, shall perform those services to produce the Drawings and Specifications as necessary to comply with the Preliminary Construction Budget provided that the bidding or rebidding processes occur within six (6) months of the date that the Consultant delivered the final bid documents to the City, unless the City finds, after consultations with Consultant, that unforeseeable changes in market conditions materially affected the bids. If the bidding or rebidding processes occur after that six (6) month period, or if the City finds that unforeseeable changes in market conditions materially affected the bids, the Consultant will be entitled to additional compensation for performing those services to produce the Drawings and Specifications as necessary to comply with the Preliminary Construction Budget.

4. Bid Alternates

- a. If, under the City's direction, the Consultant prepares the bid documents to include bid alternates as a means to keep the Project cost within the Preliminary Construction Budget, the Consultant's compensation will remain the established fee amount irrespective of the outcome of bids. In the event the base bid is not within the Preliminary Construction Budget,

Subsection III.C.3 of this Agreement governs. The City's acceptance of the base bid or bid alternates will not change the Consultant's fee amount.

b. If, under the City's direction, the Consultant prepares bid documents that include bid alternates, and the City has advised Consultant that such alternates may not be within the Preliminary Construction Budget, the Consultant must track the cost of any such alternates. Compensation for the requested bid alternates will be as follows:

(i) If the bid for the alternates requested by the City is within the Preliminary Construction Budget, there is no change in the fee.

(ii) Otherwise, the work to reconfigure the Bid Documents to include the requested bid alternates will be considered Additional Services with compensation to be determined in accordance with Subsection V.A.3 of this Agreement.

IV. SCOPE OF SERVICES AND RESOURCE ALLOCATION PLAN (RAP)

A. The City will issue a request for proposal to the Consultant for each project to be negotiated. The request for proposals will include a description of the requested Scope of Services, a schedule for the submittal of the proposal, and a proposed schedule for the performance of the services. The Consultant will submit its proposal to the City on a timely basis for its review and approval. Approved proposals will become a part of this Agreement.

B. The Consultant agrees to complete the phases of services in accordance with the applicable standard of professional care, the approved proposal(s), the Project's Resource Allocation Plan ("RAP"). The RAP describes the major tasks to be performed and work products to be delivered by the Consultant, the estimated time to complete the tasks and work products, the amount of compensation allocated for the respective tasks and work products, and an estimated allowance for reimbursable expenses. A specific time period will be set for the completion of each phase in the accepted proposal for the applicable services.

C. Reimbursable Expenses

Reimbursable Expenses are part of Basic Services and include actual expenditures made by the Consultant and the Consultant's employees and Subconsultants in performing services for the Project for the expenses listed in the following Subsections. Consultant must submit invoices or other similar documentation for Reimbursable Expenses as part of a payment request. The City is a tax exempt entity and will not reimburse the Consultant for any tax expenses. The City will consider exceptions on a case- by-case basis. Reimbursable Expenses are limited to these specific items:

1. By prior written approval of the City, reasonable transportation and living expenses in connection with out-of-town travel.

a. All travel and lodging expenses in connection with the Agreement for which reimbursement may be claimed will be reviewed against the City's Travel Policy and the current

(at the time the travel occurs) the General Services Administration (GSA) Domestic Per Diem Rates (the "GSA Rates") at <http://www.gsa.gov/portal/category/26429> Amounts in excess of the Travel Policy or GSA Rates will not be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets).

b. Reimbursement will be made only for expenses actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

c. Mileage charges for rental cars in connection with out-of-town travel may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations. Mileage costs for travel within the Central Texas area to be included in Consultant's overhead rate and not billed separately as a reimbursable expense.

2. Fees paid for securing approval of authorities having jurisdiction over the Project.

3. Reproduction expenses for drawings, specifications and all other documents required for bidding, City submittals, and for file copies of Consultant, Contractor, and City, and other parties approved by the City.

4. Expense of renderings, models and mock-ups requested by the City. Expense of reproducing record drawings for the City on sepi, mylars or plastic.

5. Reproduction expense for drawings, specifications and any other documentation to be submitted to utility Owners and governmental authorities having jurisdiction over the Project. Interim review plots or drawings for Consultant and Subconsultants are not reimbursable.

D. Amendments

1. Before additional work may be performed or additional costs incurred beyond what is specified in the approved Scope of Services and Project RAP, both parties must execute a written Amendment. The City is not responsible for actions by the Consultant or any costs incurred by the Consultant relating to additional work prior to the execution of the Amendment. Any additional work must be performed within the time period established in the Project RAP.

a. More Time Needed. If the Consultant determines or reasonably anticipates that the Project cannot be completed before the specified completion date, the Consultant shall submit a RAP revision request to the City for approval. The City may, at its sole discretion, extend the authorized Project period.

b. Changes in Scope. Changes that would modify the scope of work authorized for the Project must be established by a Amendment. If the change in scope affects the schedule or Consultant's fee for the Project, the Consultant shall prepare a revised Project budget and RAP for the City's approval.

2. The City may ask the Consultant to submit a proposal for additional work that is within the defined scope of work under this Agreement. The amount to be paid for the proposed

additional work will be a lump sum for each proposal. The Consultant may, without penalty, elect not to submit a proposal. If both parties agree to the proposal for additional work, the parties must execute a written Amendment and revise the RAP.

E. If the City sustains actual damages as a result of willful or negligent failure of the Consultant to furnish services in compliance with the approved Scope of Services and Project RAP described in this Section IV and subsequent approved amendments in accordance with Subsection IV.E, the Consultant agrees to compensate the City for the cost of such damages in accordance with Section VIII, itemized costs of which will be provided to the Consultant by the City. The City agrees to provide the Consultant written notification of such damages as the cost is being incurred.

F. The Consultant is not liable or responsible for City delays or suspensions of services. If the Consultant is delayed through no fault of its own, written time extension requests may be submitted to the City for approval. These requests will be reviewed only if submitted to the City within (14) calendar days of the occurrence unless force majeure conditions exist.

G. If the Consultant fails to meet the approved Project RAP schedule, including subsequently approved amendments, the City may elect to invoke remedies outlined in Section VIII of this Agreement.

H. Time required by the City to review and return documents to the Consultant following their submittal during and after each phase will be included in the approved Project RAP.

V. COMPENSATION

A. Basis of Compensation

1. General. The City will compensate the Consultant for the Scope of Services described in the approved Project RAP, as it may be subsequently amended, in accordance with Subsection V.B, Payments to the Consultant, and the other Terms and Conditions of this Agreement, as follows:

a. No advance payment will be paid to the Consultant prior to rendering services.

b. Payments for Basic Services will be made monthly in proportion to services performed within each phase of services, as shown in the Project RAP.

(i) Basic Compensation

The total amount of compensation to be paid to the Consultant during the term of this Agreement will not exceed in the amount negotiated.

c. Basic Services for Subconsultants may be billed a Consultant a multiple of up to one and five hundredth (1.05) times the amount billed to the Consultant for such services.

2. Total Compensation. The total amount of compensation to be paid the Consultant will not exceed the amount stated in Subsection V.A.1.b(i).

a. Compensation for Basic Services for the Project will be determined either on a Standard Hourly Rate with a Not-to-Exceed Maximum Amount (Standard Hourly Rate) fee basis or as a Stipulated Sum fee basis , as shown in the approved Project RAP.

b. *Standard Hourly Rate:* Compensation for Basic Services described in Subsection I.E. is as follows:

(i) The Consultant's hourly rate for each standard job title includes all labor, overhead, and profit necessary to perform the requested services.

(ii) The Not-to-Exceed-Maximum-Amount for the Project shall include the estimated cumulative hours needed to perform the services multiplied by the appropriate rate schedule plus the estimated allowance for Reimbursable Expenses.

c. *Stipulated Sum*

For Basic Services, as described in Subsection I.E., is as follows:

(i) The Stipulated Sum includes all labor, overhead, and profit necessary to perform the requested services. Payments will be made on the basis of the proportion of services performed for each phase.

(ii) Phases of services and percentages of the total Basic compensation payable per Phase will be included in the approved RAP.

3. Compensation for Additional Services

a. For Project representation beyond Basic Services as described in Subsection I.F. of this Agreement, compensation will be made for Additional Services in accordance with the basis for compensation established in the Project RAP.

b. For Additional Services of Subconsultants a multiple of one and five hundredth (1.05) times the amounts billed to the Consultant for such services will be paid.

4. Principals may only bill at the hourly rate of Principals when acting in that capacity. Principals acting in the capacity of staff must bill at staff rates. The Consultant shall provide documentation with each payment request that clearly indicates how that individual's time is allocated and the justification for that allocation.

5. Compensation for Reimbursable Expenses

a. Reimbursable Expenses, as described in Subsection IV.C, may be billed at a multiple of one and five hundredths (1.05) times the amounts expended by the Consultant, the Consultant's employees and Subconsultants in the interest of the Project.

b. The City is a tax-exempt organization as defined by Chapter 11 of the Property Tax Code of Texas. The City will furnish Consultant with a Sales Tax Exemption Certification to be issued to suppliers in lieu of tax. If payment of the sales tax is unavoidable in a specific case, the Consultant will be reimbursed by the City for any such costs incurred.

c. An allowance for Reimbursable Expenses described in Subsection IV.C will be determined and included in the approved RAP. The Consultant shall not exceed the allowance amount without prior written approval by the City.

6. The City and the Consultant agree in accordance with the Terms and Conditions of this Agreement that:

a. If the City determines the scope of the Project or Consultant's Services are changed materially, compensation will be equitably adjusted through negotiation.

b. If the City determines the Services covered by this Agreement have not been completed within the time specified in the Project RAP, through no fault of the Consultant, the amounts of compensation, rates and multiples set forth herein may be adjusted through negotiation.

B. Payments to the Consultant

1. Payments for Basic Services

Payments for Basic Services, including Reimbursable Expenses, will be made monthly in accordance with the approved Project RAP on the basis set forth in Subsection V.A. Consultant shall submit the application for payment using the forms supplied by the City.

2. Payments for Additional Services

Payments for the Consultant's Additional Services as defined in Subsection I.F may be made no more often than monthly upon presentation by Consultant of an acceptable statement of Additional Services rendered and/or expenses incurred.

3. Payments Withheld

The City may withhold, amend, or nullify any request for payment by the Consultant under those conditions described below.

a. Failure of the Consultant to follow the approved schedule and meet all phase and milestone requirements specified in the Project RAP.

b. The City's receipt of notice that, despite payment to Consultant for services rendered by Subconsultants, Consultant has not paid Subconsultants for services invoiced to and paid by the City within ten (10) calendar days of Consultant's receipt of payment from the City.

c. Failure of the Consultant to submit timely and complete records of Project conference proceedings as specified in Subsection I.B.8.

d. Failure of the Consultant to submit timely and complete weekly reports of its job site observations containing detailed information as specified in Subsection I.E.4.e. of this Agreement.

e. Failure of the Consultant to provide updated record drawings and Contractor's record contract documents to the City within thirty (30) calendar days after Contractor's record contract documents have been provided to the Consultant by the Contractor upon substantial or final completion of the Project.

4. Prompt Payments

a. The City shall make payment to Consultant of the sum named in a payment application within thirty (30) calendar days after the day on which the City received the mutually acceptable payment application.

b. The City cannot make a partial payment on an invoice in dispute. The Consultant may resubmit an invoice for the undisputed amount or wait for payment until the dispute has been resolved. The thirty (30) calendar days restarts after the City receives a corrected payment application.

5. Payment for Project Suspension or Termination

If the Project is suspended or abandoned in whole or in part for more than three months, the Consultant will be compensated for all services performed prior to receipt of written notice from the City of such suspension or abandonment, together with Reimbursable Expenses then due. If the Project is resumed after being suspended for more than three months, the Consultant's compensation may be equitably adjusted through negotiation. If the parties cannot agree on an adjustment, the City may terminate the Agreement in accordance with Subsection VII.F.

C. Payment Applications

1. Payment applications must be submitted on a monthly basis.

2. For Projects that are to be compensated on a Stipulated Sum basis, the Consultant's statement of services must include a brief summary of the progress and completion of tasks to substantiate the percentage of completion of services by Phase during the time period covered by the payment application.

a. Each payment application from the Consultant will be reviewed to ensure the following information is included and/or is correct. Without this information, the City will not approve the payment. Consultant will be notified, within fourteen (14) calendar days after the City's receipt of the payment application, if the payment application is inaccurate and/ or incomplete. An "accurate and complete payment application" means: That the critical figures included on the payment application have been accurately calculated.

b. That the labor rates, reimbursable, fixed fee, subconsultant's rates, overhead and fringe benefits listed on the payment application are consistent with the terms of the Agreement or the most recent Amendment.

c. That the charges included on the payment application reflect activity for which the Consultant has actually performed work.

d. That the charges included on the payment application are for work included in the Agreement or an amendment, and the charges are tied directly to tasks outlined in the Agreement.

e. That the Consultant's principals are billing at staff rates when acting in that capacity.

f. That the subconsultant activity, the subconsultant approved for a specific discipline being used paid when the work is the discipline is performed.

g. That for any reimbursable expenses, supporting documentation is attached to the invoice.

h. That the Consultant is billing the City for all work performed by both the Consultant and subconsultants within 45 calendar days of when the work was performed.

3. The City may review the first payment application in detail with the Consultant to explain the City's payment requirements and to ensure payment application is accurate and complete.

4. Any costs in excess of approved maximum not-to-exceed contract amount(s) incurred prior to the City's written consent will be at Consultant's risk and the City will not pay such costs unless such costs were incurred at the City's direction. The City is not required to increase the approved maximum not-to-exceed contract amount(s) established under this Agreement.

VI. INSURANCE REQUIREMENTS

A. The Consultant shall carry insurance in the types and amounts indicated below for the duration of the Agreement:

1. Workers' Compensation and Employers' Liability Insurance Coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401) and (1) minimum policy limits for Employers Liability Insurance of \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee; or (2) as otherwise required of this Agreement. The Consultant's policy must be issued

by an insurer licensed or approved to do business in the State of Texas and include these endorsements in favor of the City.

2. Commercial General Liability Insurance with a minimum combined bodily injury and property damage per occurrence limit of \$500,000 for coverages A & B of this Agreement. The policy must contain the following provisions:

- a. Blanket contractual liability coverage for liability assumed under this Agreement and all contracts relative to this Project.
- b. Independent Contractors coverage.
- c. The City listed as an additional insured, endorsement Commercial General Liability Form), or equivalent.
- d. 30-day Notice of Cancellation in favor of the City, endorsement CG 0205, or equivalent.
- e. Waiver of Transfer Right of Recovery Against Others in favor of the City, endorsement CG 2404, or equivalent.
- f. Aggregate limits of insurance per Project, endorsement CG 2503, or

3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles (1) with a minimum combined single limit of \$500,000 per accident for bodily injury and property damage; or (2) \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability; or (3) as otherwise required of this Agreement. The policy shall contain the following endorsements in favor of the City:

- a. Waiver of Subrogation endorsement CA 0444, or equivalent.
- b. 30 day Notice of Cancellation endorsement CA 0244, or equivalent.
- c. Additional Insured endorsement CA 2048, or equivalent.

4. Consultant's Professional Liability Insurance to pay on behalf of the assured all sums which the assured becomes legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured. The policy must provide for 30-day notice of cancellation in favor of the City.

a. Consultant's Professional Liability Insurance with a minimum limit of **One (1) Million Dollars** per claim and in aggregate.

B. General Insurance Requirements

1. The Consultant must complete and forward to the City before the Agreement is executed, as verification of coverage required in the agreement The Consultant shall not commence services until the required insurance has been obtained and until such insurance has been reviewed by the City. Approval of insurance by the City does not relieve or decrease the liability of the Consultant hereunder and must not be construed to be a limitation of liability on the part of the Consultant.

2. Applicable to all insurance policies: If coverage is underwritten on a claims-made basis, the retroactive date must be coincident with or prior to the date of this Agreement and the certificate of insurance must state that the coverage is claims made and the retroactive date. The Consultant shall maintain continuous coverage for the duration of this Agreement and for not less than twenty-four (24) months following substantial completion of the Project. Coverage, including any renewals, must have the same retroactive date as the original policy applicable to the Project. The Consultant shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

3. The Consultant's insurance coverage must be written by companies licensed or approved to do business in the State of Texas at the time the policies are issued and must be written by companies with A.M. Best ratings of B+VII or better unless otherwise required of this Agreement.

4. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the certificate of insurance will indicate: City of Mercedes, 400 S. Ohio Ave, Mercedes, TX 78570.

5. The "other" insurance clause will not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Agreement, covering both the City and the Consultant, be considered primary coverage as applicable. In addition, any limitation in Subsection XI.F below, notwithstanding, when the Consultant names the City as an additional insured party under its general liability policy, the Consultant will require that the policy provides any defense provided by the policy. In addition, any limitation in Subsection VI.B.6 below, notwithstanding, when the Consultant names the City as an additional insured party under its general liability policy, the Consultant will require that the policy provides any defense provided by the policy.

6. If insurance policies are not written for amounts specified above, the Consultant shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it must follow the form of the primary coverage.

7. The City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies. Certified copies may include redactions of proprietary information including executive salaries, proprietary revenue information, and client endorsements.

8. The City reserves the right to review the insurance requirements set forth during the effective period of this Agreement and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Consultant.

9. The Consultant shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.

10. The Consultant shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.

11. The Consultant shall provide the City thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

12. If City-owned property is being transported or stored off-site by the Consultant, the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect the City's property.

13. The insurance coverages required under this Agreement are required minimums and are not intended to limit the responsibility or liability of the Consultant.

C. Consultant shall determine appropriate types and levels of insurance coverage to be provided by Subconsultants and advise the Subconsultants of the documentation to be provided to Consultant to verify coverage.

VII. TERMINATION OF AGREEMENT

A. The rights to terminate this Agreement provided in this Section are in addition to and cumulative of all other rights and remedies available to the parties at law or in equity.

B. This Agreement may be terminated by the Consultant upon at least thirty (30) calendar days written notice should the City substantially fail to perform in accordance with the City's responsibilities through no fault of the Consultant.

C. Notice to Cure.

The City will provide a Notice to Cure to the Consultant to cure an event of default described in this Section and/or an anticipatory breach of contract. The Consultant must attend a meeting with the City regarding the Notice to Cure, the event of default, and/or the anticipatory breach of contract. The Notice to Cure will set forth the time limit in which the cure is to be completed or commenced and diligently prosecuted. Upon receipt of any Notice to Cure, the Consultant must prepare a report describing its program and measures to affect the cure of the event of default and/or

anticipatory breach of contract within the time required by the Notice to Cure. The Consultant's report must be delivered to the City at least three (3) business days prior to the required Notice to Cure meeting with the City.

D. This Agreement may be terminated by the City upon at least thirty (30) calendar day's written notice to the Consultant in the event that the Project is abandoned or indefinitely postponed.

E. This Agreement may be terminated by the City for cause upon thirty (30) calendar day's written notice. In the event the City terminates the Agreement for cause, the City may reject any and all proposals submitted by Consultant for up to three (3) years. In the event that a termination for cause is found to be wrongful, the termination shall be converted to a termination without cause ("termination for convenience") The City may terminate for cause due to the occurrence of any one of the following:

1. If Consultant persistently fails to perform the work in accordance with the Agreement, in particular the approved Project RAP;
2. If Consultant disregards laws or regulations of any public body having jurisdiction;
3. If Consultant makes fraudulent statements;
4. If Consultant fails to make adequate progress and endangers timely and successful completion of the Agreement, which failure includes failure of Subconsultants to meet contractual obligations;
5. Consultant's failure under this Section includes failure of Subconsultants to meet contractual obligations; or
6. If Consultant otherwise violates in any substantial way any provisions of the Agreement.

F. This Agreement may be terminated at the City's convenience upon thirty (30) calendar days written notice; in which event, the Consultant will be compensated for all services performed to termination date, together with Reimbursable Expenses then due, and the City retains the right to continue the Project.

G. In the event of termination not the fault of the Consultant, the Consultant will be compensated for all services performed to termination date, together with Reimbursable Expenses then due without the right to compensation for anticipated profits on services not completed. Consultant will submit to the City, within the timeframe set in the termination notice, all work and documents prepared to that point. Fixed-fee payment to the Consultant, if applicable, shall be proportional to services performed to the date of termination.

VIII. CITY'S REMEDIES

The City and Consultant agree that in the event of a delay in completion or other cause for which the City suffers actual damages, the City may elect to pursue its actual damages and any other remedy

allowed by law. Conditions under which the City may seek other damages include, but are not limited to: VII.E.4 above.

A. Failure of the Consultant to make adequate progress in accordance with Subsection

1. Failure of the Consultant to design in compliance with the laws of City, State and federal governments as specified in Subsection I.E.2, such that subsequent compliance costs exceed expenditures which would have been involved had services been properly executed by the Consultant. The Consultant will financially participate in the City's financial losses for those non-value added compliance costs.

2. Losses are incurred, despite the Quality Control Plan (QCP), because of defects, errors and omissions in the design, working drawings, specifications or other documents prepared by the Consultant, to the extent that the financial losses are greater than the City would have originally paid had there not been defects, errors and omissions in the documents. The Consultant will financially participate in the City's financial losses for those non-value added work costs.

B. Pursuant to Subsection VI.A.4, the City may assert a claim against the Consultant's professional liability insurance as appropriate when other remedies are not available or offered for design deficiencies discovered during and after Project construction. When the City incurs non-value added work costs for change orders due to design errors or omissions the City will send the Consultant a certified cost recovery claim letter that includes:

1. Summary of facts with supporting documentation;
2. Instruction for Consultant to revise design documents, if appropriate, at Consultant's expense;
3. Calculation of non-value added work costs incurred by the City;and,
4. Deadline for Consultant's response.

The Consultant will provide a preliminary response to the City's cost recovery claim letter within seven (7) calendar days of receipt of the claim letter. The Consultant must submit a formal documented response to the claim letter to the City within fourteen (14) calendar days of the date of the preliminary response. The Consultant will provide the payment requested by the City within thirty (30) calendar days of the City's acceptance of the Consultant's formal response or the Consultant will request alternative dispute resolution, as described in Subsection X.B of this Agreement, within fourteen (14) calendar days of the City's rejection of the Consultant's formal response.

C. The Consultant may be required to revise bid documents and re-advertise the Project at the Consultant's sole cost (including printing) if, in the City's judgment, the Consultant generates excessive addenda, either in terms of the nature of the revisions or the actual number of changes due to the Consultant's errors or omissions.

D. If the Consultant materially fails to furnish services in compliance with the approved Project RAP schedule or any subsequently approved amendments to the schedule or the Consultant's services, or deliverables are unusable for their intended purpose and these failures are a material breach of this Agreement, then the City, in its reasonable discretion may contract with another consultant to complete the services or work product, and Consultant shall pay the City for the difference between the balance under Consultant's Agreement with the City had Consultant completed its services and the amount charged by the replacing consultant to complete Consultant's scope of work. The City will provide Consultant with the itemized costs as they are being incurred. Prior to contracting with another consultant, the City shall provide Consultant with a Notice to Cure, as described in Subsection VII.C.

E. Decisions to Withhold Payment

The City may withhold or nullify the whole or part of any payment to such extent as may be necessary because of conditions outlined in Subsection V.B.3 "Payments Withheld."

IX. CONSULTANT'S REMEDIES

A. If the Consultant is prevented from completing any part of the Project within the time established in the RAP due to delays beyond the reasonable control of either the City or the Consultant, an extension of the Project schedule in an amount equal to the time lost due to such delay shall be the Consultant's sole and exclusive remedy. Performance interrupted by an act of god or the result of war, riot civil commotion, sovereign conduct, or the conduct of a third party, will be excused for the period of time necessary to remedy the effect of the precipitating occurrence. In such cases, a conference will be held within seven (7) working days of the end of the occurrence to establish a revised schedule in the RAP.

B. Consultant's requests for remedies arising from the terms of this Agreement for conditions other than those specified in Subsection IX.A must be done in accordance with the following:

1. Within thirty (30) calendar days after the Consultant could be reasonably expected to know of the occurrence prompting the request for an extension of time, the Consultant must deliver a preliminary written notice to the City describing the general nature of the request. Within thirty (30) calendar days after the preliminary notice, the Consultant must provide the City written supporting documentation stating all known time extensions to which the Consultant is entitled.

2. Within thirty (30) calendar days of receipt of notice of the amount of the requested remedy with supporting data, the City and Consultant will meet to discuss the request, after which an offer of settlement or notification of no settlement offer will be made to Consultant. If Consultant is not satisfied with the proposal presented, Consultant will have thirty (30) calendar days in which to

- a. Submit additional supporting data requested by the City;
- b. Modify the initial request for remedy; or

- c. Request Alternative Dispute Resolution.

X. DISPUTE RESOLUTION

A. Filing of Claims

1. Claims arising from the circumstances identified in this Agreement, or other occurrences or events, shall be made by written notice delivered by the party making the Claim to the other party within thirty (30) calendar days after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim. Notice of the amount of the Claim with supporting data shall be delivered in writing within thirty (30) calendar days after written notice of Claim is delivered by claimant and shall represent that the adjustment claim covers all known amounts and/or extension of time to which claimant is entitled.

2. Within thirty (30) calendar days of receipt of notice of the amount of the Claim with supporting data, the City and Consultant shall meet to discuss the Claim, after which an offer of settlement or notification of no settlement offer will be made to claimant. If claimant is not satisfied with the proposal presented, claimant shall have thirty (30) calendar days in which to: (i) submit additional supporting data requested by the other party; (ii) modify the initial Claim; or (iii) request Alternative Dispute Resolution.

B. Alternative Dispute Resolution

1. If a dispute exists concerning a Consultant or the City, the parties agree to use the following procedure prior to pursuing any other available remedies.

2. Negotiating with Previously Uninvolved Personnel

Either party may make a written request for a meeting to be held between representatives of each party within fourteen (14) calendar days of the request or such later period that the parties may agree to. Each party shall endeavor to include, at a minimum, one (1) previously uninvolved senior level decision maker (the City, officer, or employee of each organization) empowered to negotiate on behalf of their organization. If a previously uninvolved senior level decision maker is unavailable due to the size of the Consultant's organization or any other reason, the Consultant shall nonetheless provide an appropriate senior level decision maker for the meeting. The purpose of this and any subsequent meetings will be good faith negotiations of the matters constituting the dispute. Negotiations will be concluded within thirty (30) calendar days of the first meeting, unless mutually agreed otherwise.

C. Mediation

1. If the procedure described in X.B.2 proves unsuccessful or is waived pursuant to its terms, the parties shall initiate the mediation process. The City and Consultant agree to select within thirty (30) calendar days a mediator trained in mediation skills and knowledgeable of the Consultant's professional discipline, to assist with resolution of the dispute. The City and Consultant

agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this Agreement prevents the parties from relying on the skills of a person who also is trained in the subject matter of the dispute and/or a contract interpretation expert. Should the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the parties agree to ask the Travis County Dispute Resolution Center to select a qualified individual, which selection is binding on the parties.

2. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. The parties hereby agree that mediation, at a minimum, shall provide for actgathering

D. Resolution of Disputes between Consultant and Subconsultant:

The Consultant agrees to follow the procedures paralleling those outlined in Subsections X.A, X.B, and X.C in the event of a dispute with a Subconsultant. The City is not a party to the dispute resolution process between the Consultant and Subconsultants. However, if the City is notified of a Subconsultant claim, the City will withhold payments to the Consultant in accordance with Subsection V.B.3.b until receiving notification that the claim has been resolved.

XI. MISCELLANEOUS PROVISIONS

A. The City's Right to Audit

1. "Records" means all records generated by or on behalf of Consultant and each Subconsultant, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Agreement, including, without limitation:

- a. Accounting records;
- b. Written policies and procedures;
- c. Subcontract files;
- d. Correspondence;
- e. Amendments to this Agreement (as appropriate);
- f. Agreements between Consultant and any Subconsultant;
- g. Records necessary to evaluate contract compliance and any claim submitted by Consultant or any of its Subconsultants; technical work products in accordance with the approved Project RAP.

2. Consultant shall allow the City's agent or its authorized representative to inspect, audit, and/or reproduce all Records generated by or on behalf of Consultant and each Subconsultant, upon the City's written request. Further, Consultant shall allow the City's agent or

authorized representative to interview any of Consultant's employees, all Subconsultants, and all their respective employees.

3. Consultant shall retain all its Records, and require all its Subconsultants to retain their respective Records, during this Agreement and for the longest of these specified periods: (i) three (3) years after final payment, (ii) until all audit and litigation matters that the City has brought to the attention of Consultant are resolved, or (iii) longer if required by law. The City's right to inspect, audit, or reproduce Records (at no cost to the City), or interview employees of Consultant or its respective Subconsultants exists for the same period described in the preceding sentence.

4. Consultant must provide sufficient and accessible facilities during its normal business hours for the City to inspect, audit, and/or reproduce Records, and to interview any person about the Records.

5. Consultant shall insert these requirements in each written Agreement between Consultant and any Subconsultant and require each Subconsultant to comply with these provisions.

B. Ownership and Use of Documents

1. All Project Drawings and Specifications produced by the Consultant under this Agreement are the property of the City. The Consultant shall also provide the City high quality mylar and digital computer copies on CD or other City-approved media of updated drawings and reproducible copies of specifications as specified in Subsection I.E.2 this Agreement. The cost of such copies will be paid as specified in Section V of this Agreement. The Consultant may not provide copies of or otherwise use the work products covered by this Subsection XI.B without the express prior written approval of the City.

2. The Consultant agrees that items such as plans, drawings, photos, designs, studies, specifications, computer programs, schedules, technical reports, or other work products which is/are specified to be delivered under this Agreement, and which is/are to be paid for by the City, is/are subject to the rights of the City in effect on the date of this Agreement. These rights include the right to use, duplicate and disclose such items in whole or in part, in any manner and for whatever purpose, and to have others do so. The Consultant shall not copyright or otherwise claim Ownership of the work products covered by this Subsection XI.B. The Consultant shall include in its Subconsultant contracts appropriate provisions to achieve the purpose of this Subsection XI.B.

3. All such items furnished by the Consultant pursuant to this Agreement are considered instruments of its services in respect to the Project. It is understood that the Consultant does not represent such items to be suitable for reuse on any other Project or for any other purpose(s). If the City reuses such items without the Consultant's specific written verification or adaptation, such reuse will be at the risk of the City, without liability to the Consultant.

4. Should the Consultant be terminated under this Agreement, the City may continue the Project and receive copies of the Drawings, Specifications, or other documents within

fourteen (14) calendar days of the termination notice. Copies will be in the format designated by the City, as specified in Subsections I.E.2 or I.E.5 of this Agreement (depending on the Project's status at time of termination). The City may have these documents completed, corrected, revised or added to by another design professional in accordance with Title 22, Chapter 137.33(i) of the Texas Administrative Code.

5. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Consultant's rights.

C. Venue

In the event of any suit at law or in equity involving the Agreement, venue will be exclusively in Hidalgo County, Texas and the laws of the State of Texas shall apply to the interpretation and enforcement of this Agreement.

D. Severability

If any word, phrase, clause, sentence or provisions of this instrument, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding only effects such word, phrase, clause, sentence or provision, and such finding does not affect the remaining portions of this instrument; this being the intent of the parties in entering into this instrument; and all provisions of this instrument are declared to be severable for this purpose.

E. INDEMNIFICATION

To the extent allowed by Section 271.904 of the Texas Local Government Code, the Consultant shall indemnify, protect, and save harmless City of Mercedes, Texas and its officials, agents, and employees from and against all claims, demands, suits, causes of action, loss, damage, attorney's fees, costs, expenses, and liability of every kind and nature whatsoever, for personal injury or death or property damage to the extent that such injury, death or damage is caused by, results from, or arises in whole or in part from any negligent act, error or omission of the Consultant or any of its Subconsultants or any other party for whom Consultant is responsible in connection with the performance of its services or failure to perform its services in conformance with the terms and conditions of this Agreement; provided, however, Consultant shall not be responsible for the negligence of any other parties.

THIS INDEMNITY SHALL BE BROADLY CONSTRUED TO APPLY TO ALL LIABILITY ATTRIBUTED TO THE CONCURRENT AND SOLE NEGLIGENCE OF CONSULTANT, INCLUDING GROSS NEGLIGENCE, WILLFUL MISCONDUCT, AND STRICT LIABILITY, AND SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

F. Notices

1. Any and all notices under this Agreement must be in writing and shall be delivered to the party entitled to receive the same by hand or U.S. Certified Mail, return receipt requested, addressed as specified in Subsection XI.G.1 of this Agreement.

a. Notices shall be addressed as follows (or as amended in writing in the future):

Mailed Notices to the City:

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

Mailed Notices to Consultant:

XXXXXXXXXXXXXXXXXXXX

2. Mailed notice will be deemed effective three (3) business days after such notice is mailed by Certified Mail with return receipt requested. Hand delivered notice will be effective when received and acknowledged by signed receipt.

G. Successors and Assigns

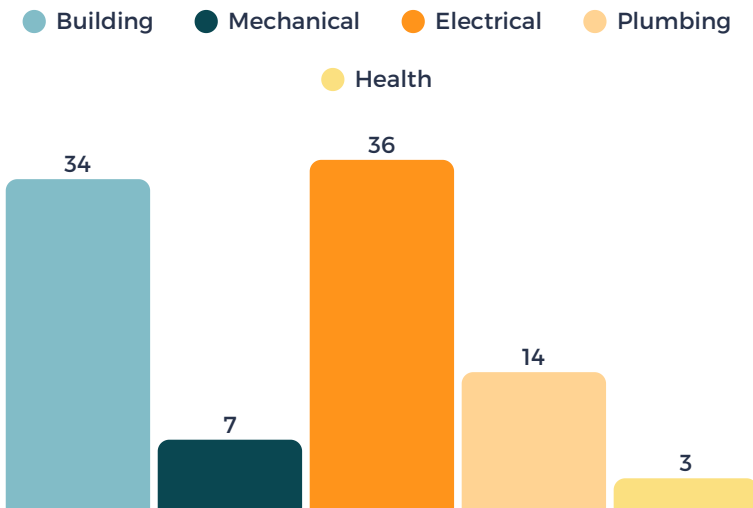
The City and the Consultant bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement with respect to all covenants of this Agreement. Neither the Consultant nor the City may assign, sublet or transfer any interest in this Agreement without the prior written consent of the other party.

H. Extent of Agreement

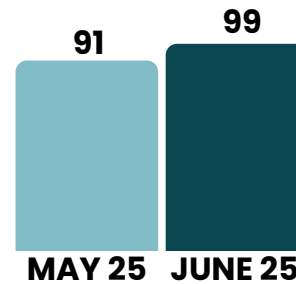
This Agreement represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both the City and Consultant.

DEVELOPMENT ACTIVITY (JUNE 2025)

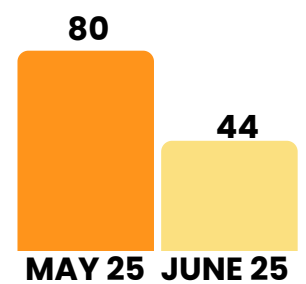
PERMITS ISSUED



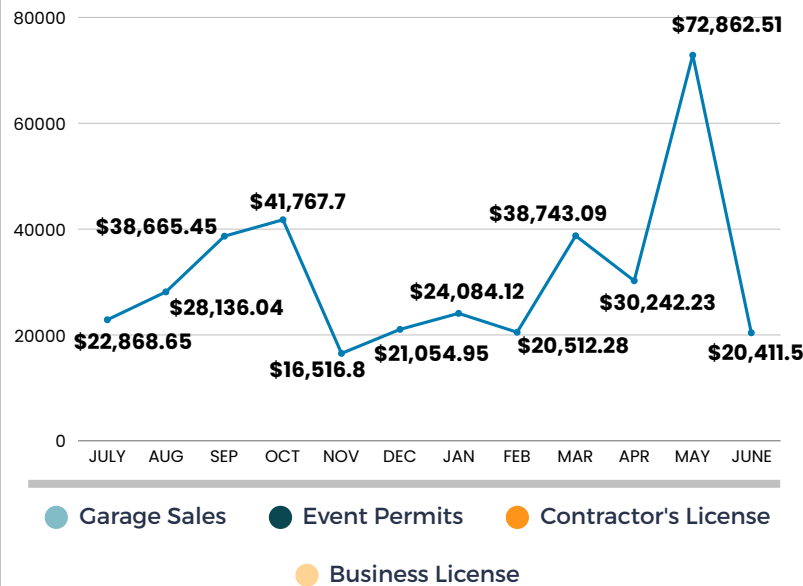
Building Inspections



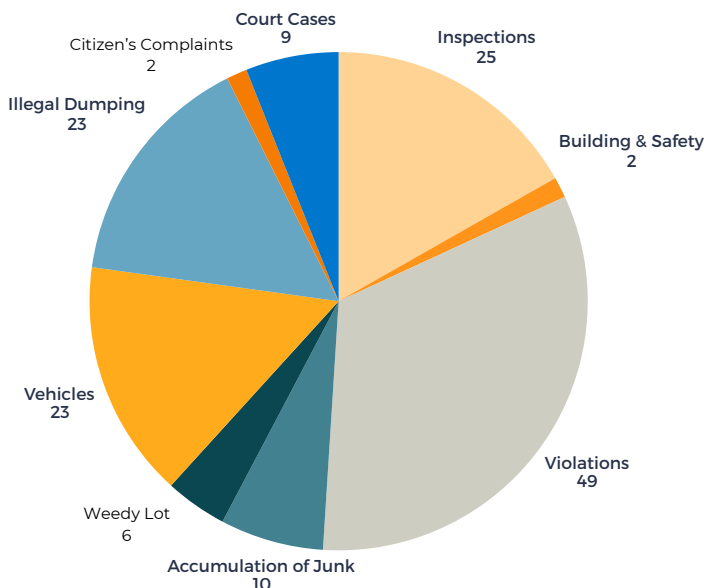
Plan Reviews



DEPARTMENT REVENUE



CODE ENFORCEMENT ACTIVITY (JUNE 2025)



*includes both new and renewal licenses

ACTIVITY (FY 23-24 VS YTD)

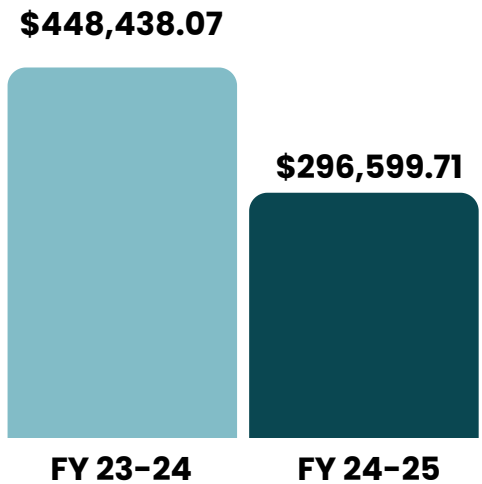
PERMITS ISSUED

	FY 23-24	YTD
New Residential Construction	141	111
Commercial Construction	8	16
Other Permits	1,447	1,044

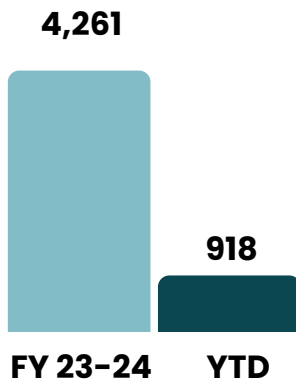
Residential & Commercial include: Building, Mechanical, Electrical, and Plumbing

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

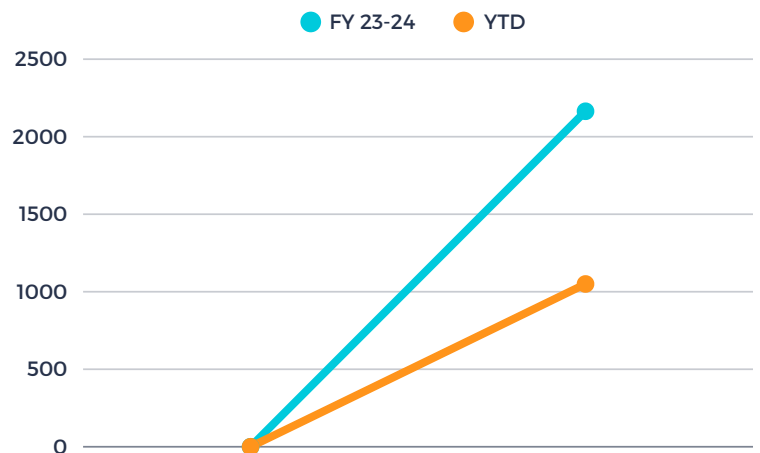
REVENUE



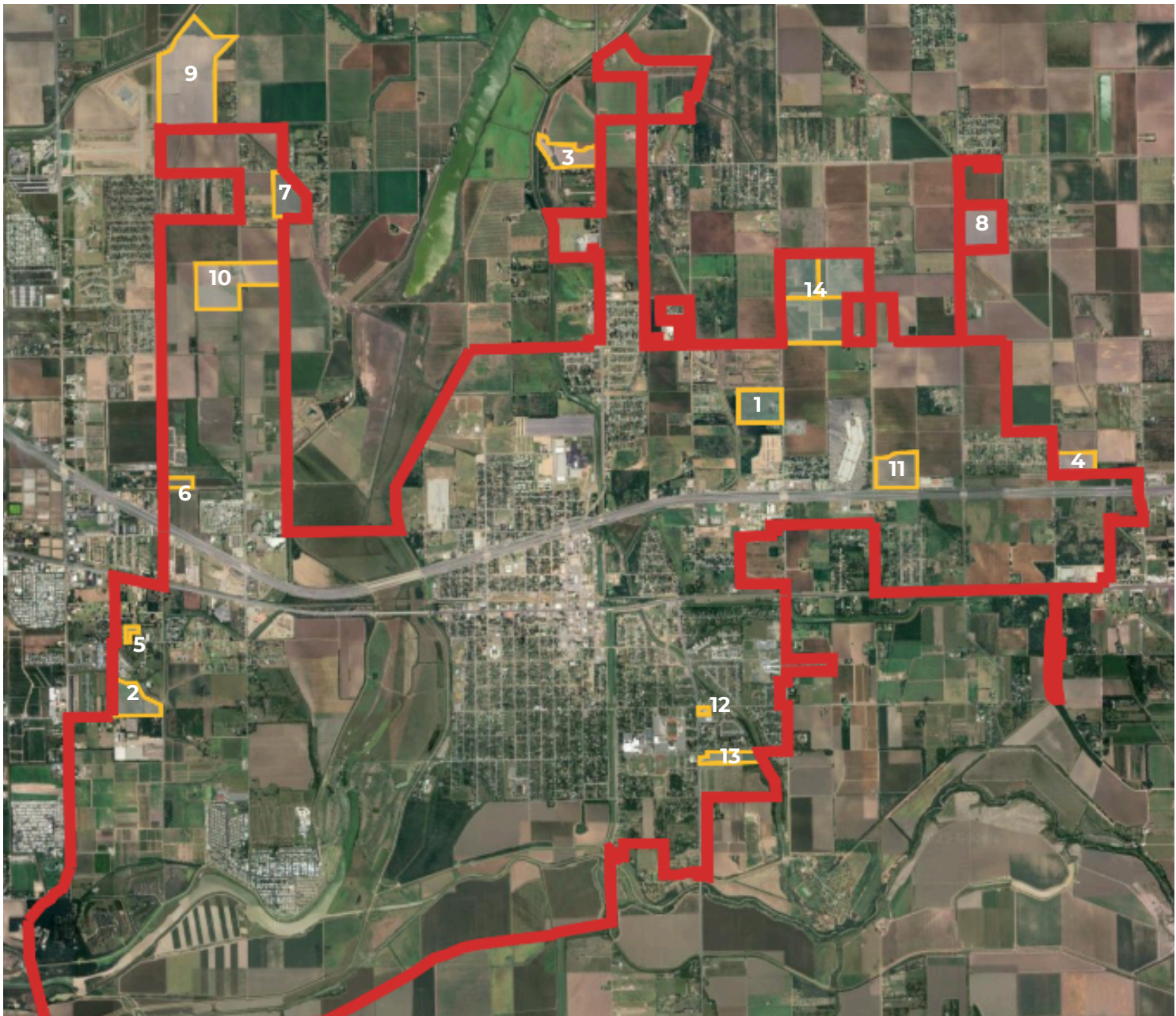
Building Inspections



Total of Permits Issued



SUBDIVISIONS UNDER CONSTRUCTION

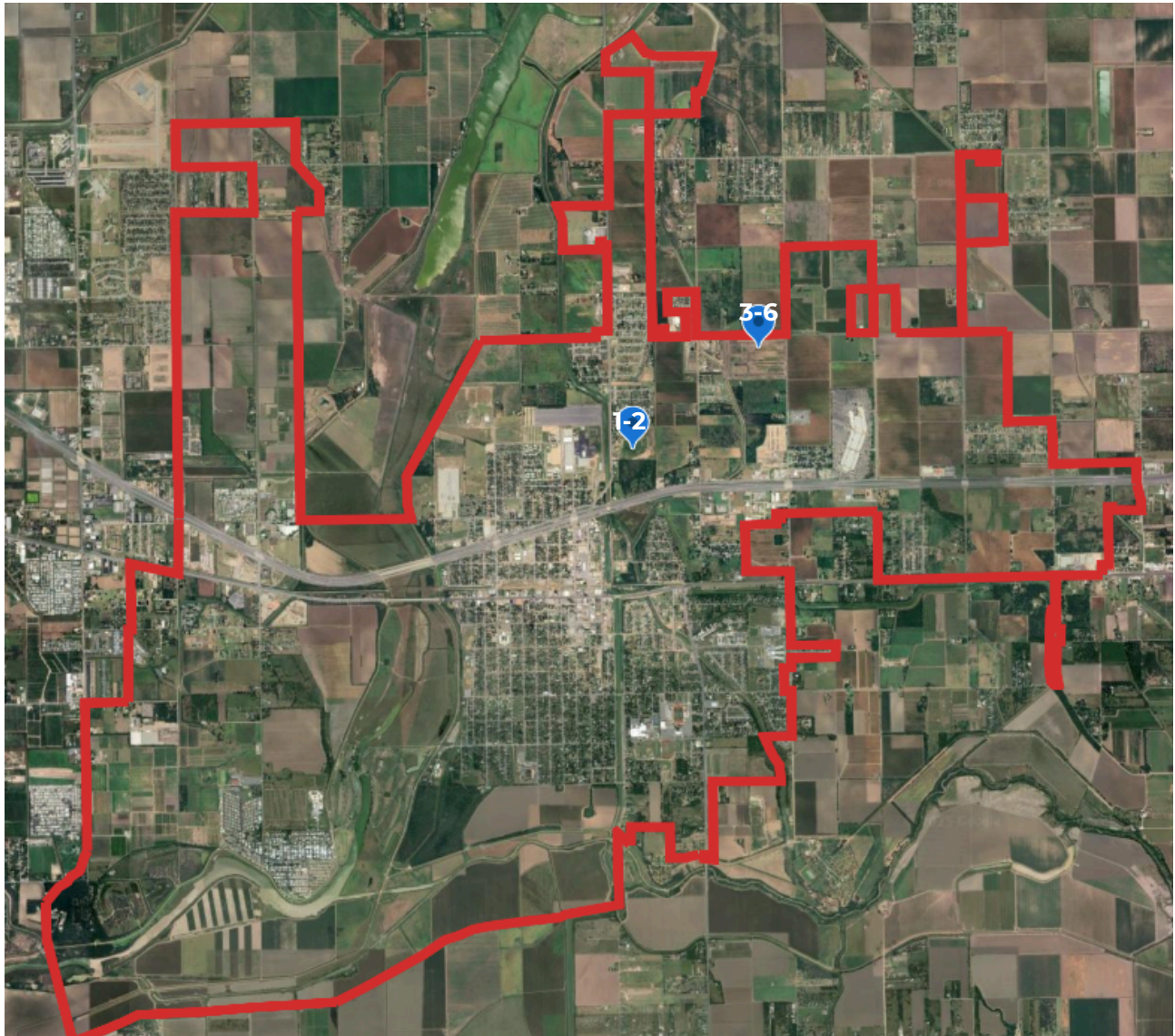


	Subdivision	Location	Acres	Number of lots	Status	Type
1	Stable Estates	1 Mile N of Express way 83 on Mile 1 E. West of Mile 1 E/South of Mile 8	30	96	Finalizing Construction	Multi-Family & Single Family
2	Camino de Verdad Ph 2	FM 1015 & Camino de Verdad	22.76	63	Completed Construction	Single Family
3	Los Prados Ph 1	2 Mile N of Exp 83 on FM 49. NW corner of Fm 491/Mile 9 North	9.09	48	Under Construction	Single Family

SUBDIVISIONS UNDER CONSTRUCTION

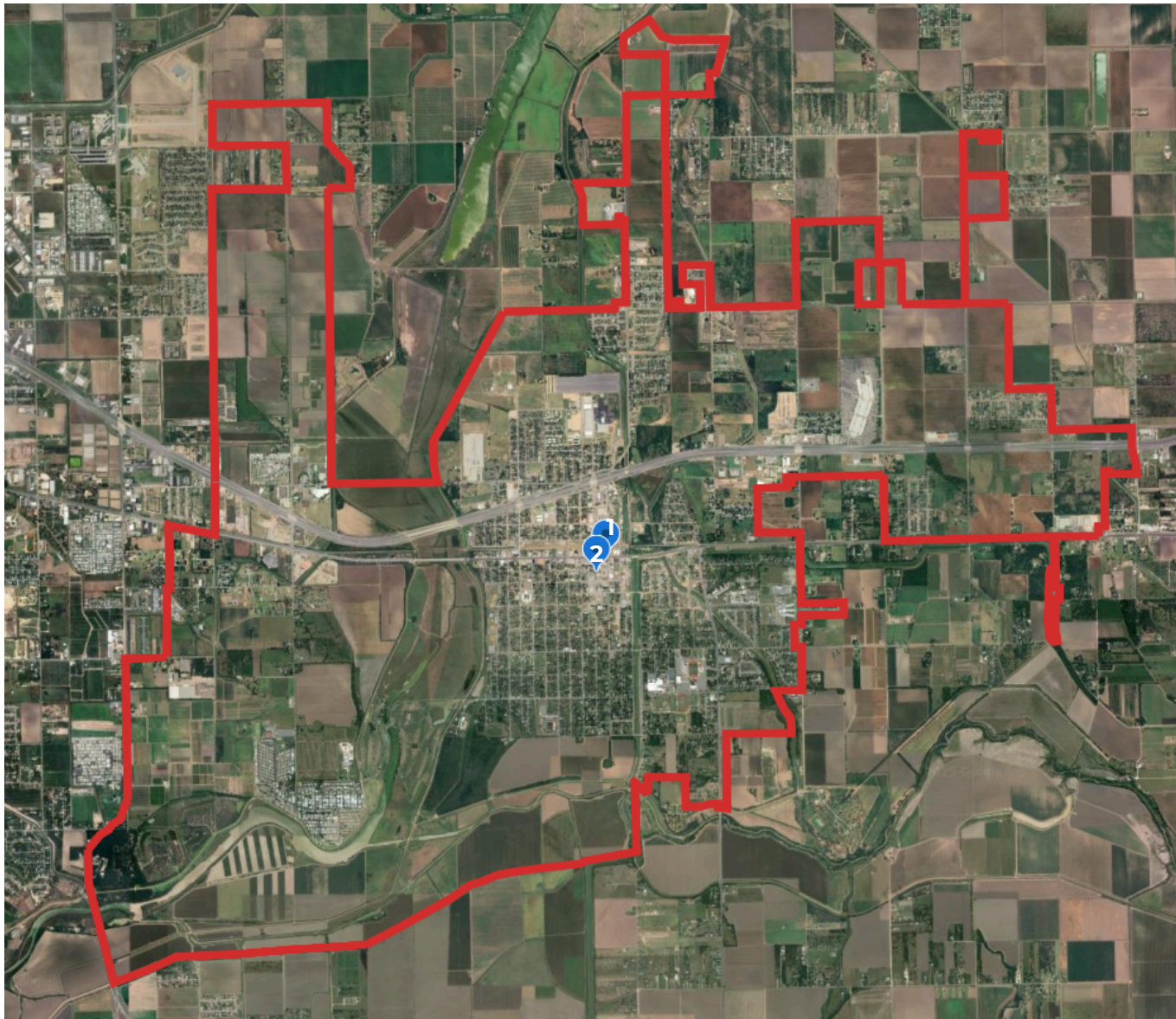
	Subdivision	Location	Acres	Number of lots	Status	Type
4	Mirasol Country Estates	East Side if Mile 2 1/2 East and North if Expwy	59	19	Under Construction	Single Family
5	Camino Heights	S Mile 2 1/2 W and Camino Real Viejo	2.93	22	Interlocal Agreement Approved by Weslaco, Waiting for revised plans	Single Family
6	Red Stone	Mile 2 1/2 and north of Expressway 83	6.0	20	Waiting for Subdivision Plat, Undergoing Buyout with North Alamo Water Supply	Single Family
7	Las Cabanas	Mile 9 North and between Mile 2 W & Mile 1 1/2 W	24.90	73	Pre-Construction Stage, Finalizing Lift Station	Single Family
8	North Valley Village	East side of Mile 2 East and south of Mile 8 North Rd	40	193	Pending Sewer Extension, On Hold	Single Family
9	San Jacinto Estates No. 12	N of Mile 9 N and between Mile 2 ½ W & Mile 2 W	127.44	332	Obtain Preliminary Approval	Single Family & Multi-Family
10	San Jacinto Estates No. 16	Mile 8 N and Mile 2 W	81.73	319	Obtain Preliminary Approval	Single Family
11	Shops at Mercedes Ph I	Hwy 83 Frontage next to the Outlets	30	7	Under Construction	Commercial
12	Dollar General	Rio Rico and 10th St (1000 Rio Rico Rd)	1.74	1	Under Construction	Commercial
13	Hacienda Olivia Ph 4	E Rio Rico Rd and N of Hacienda Olivia Ph 1	13.80	117	Rezone, Waiting for Subdivision Plat	Single Family/Town House
14	Corona De Cristo	Mile 8 N Rd and Mile 1 E Rd	126.83	530	TIRZ Process	Single Family & Multi-Family

NEW RESIDENTIAL CONSTRUCTION



	Project Address	Type	Sq Ft	Subdivision
1	205 E Royal Palm	Multi-Family	4,180	Summer Breeze
2	203 E Royal Palm	Single Family	4,180	Summer Breeze
3	1513 Alyssa Dr	Single Family	1,914	Valley Ranch Ph 2
4	1708 Karianna Dr	Single Family	1,454	Valley Ranch Ph 2
5	1802 Karinna Dr	Single Family	1,459	Valley Ranch Ph 2
6	1710 Karianna Dr	Single Family	1,459	Valley Ranch Ph 2

NEW COMMERCIAL CONSTRUCTION/BUSINESSES



	Business	Project Address	Type of Business	Status
1	Vaca Western Wear	302 W 2 nd St	Store	Business License Issued
2	Almas Beauty and Accessories	322 S Texas	Store	Business License Issued

Health & Code Enforcement

Health & Code Enforcement Inspections, June

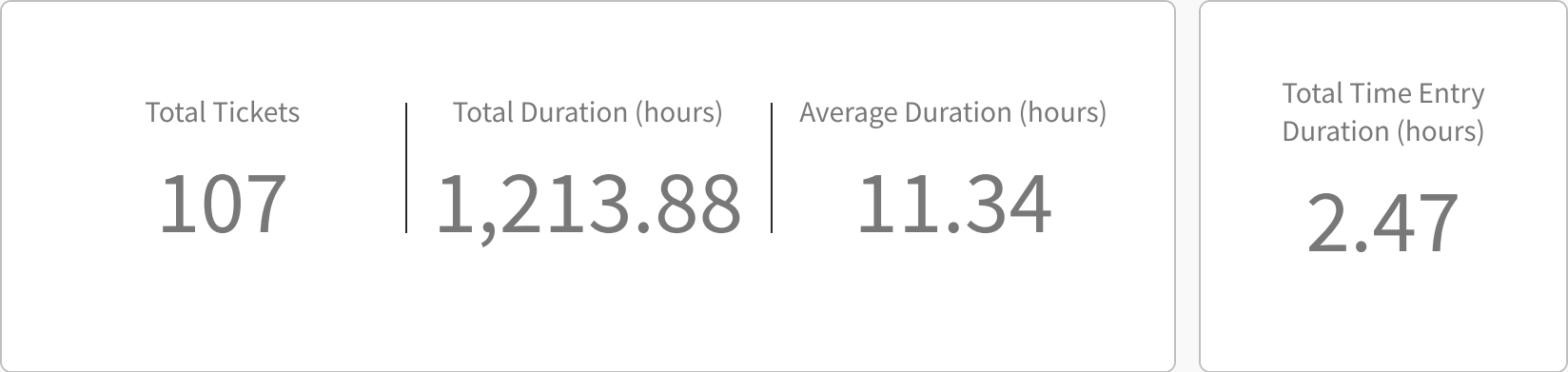
	June 2025
Code Compliance Inspections	144
Citations Issued	9
Health Inspections	5

Health Inspections Results, June 2025

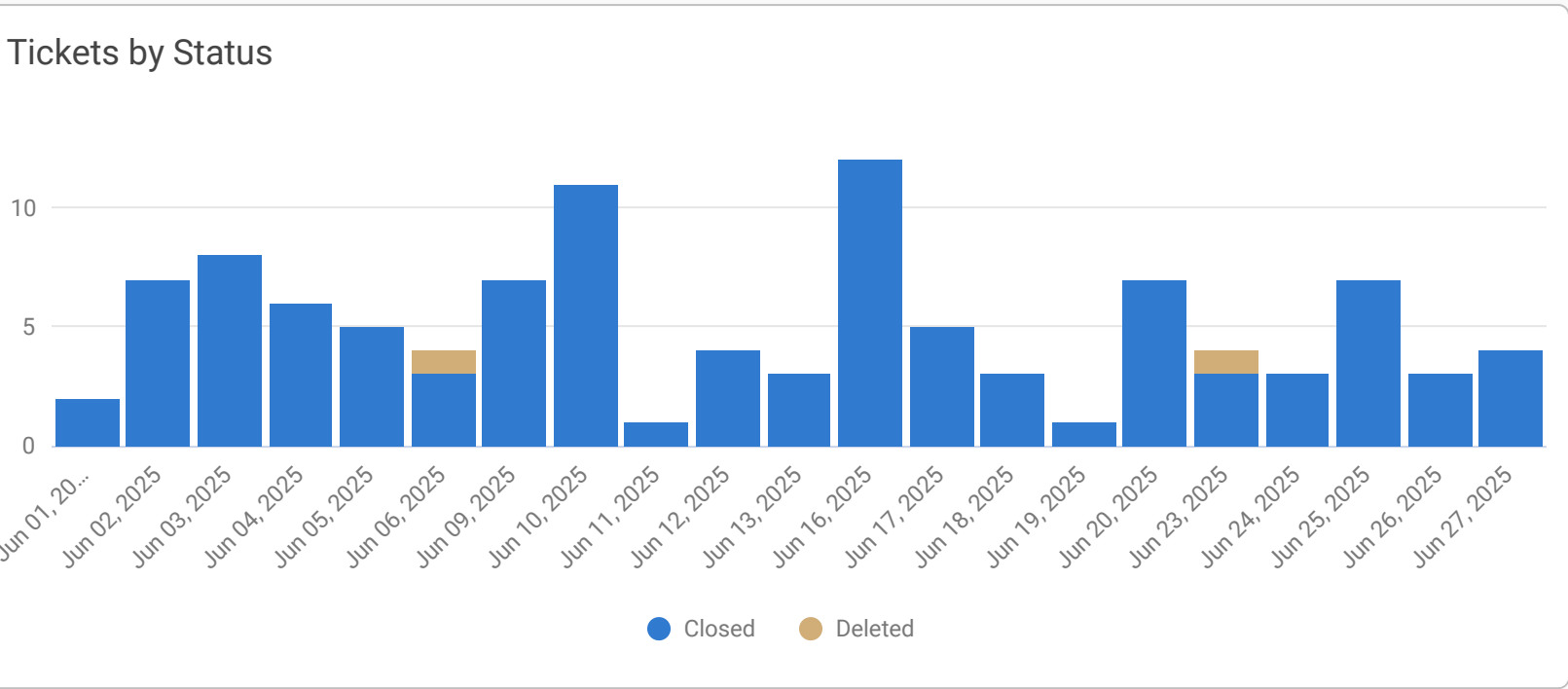
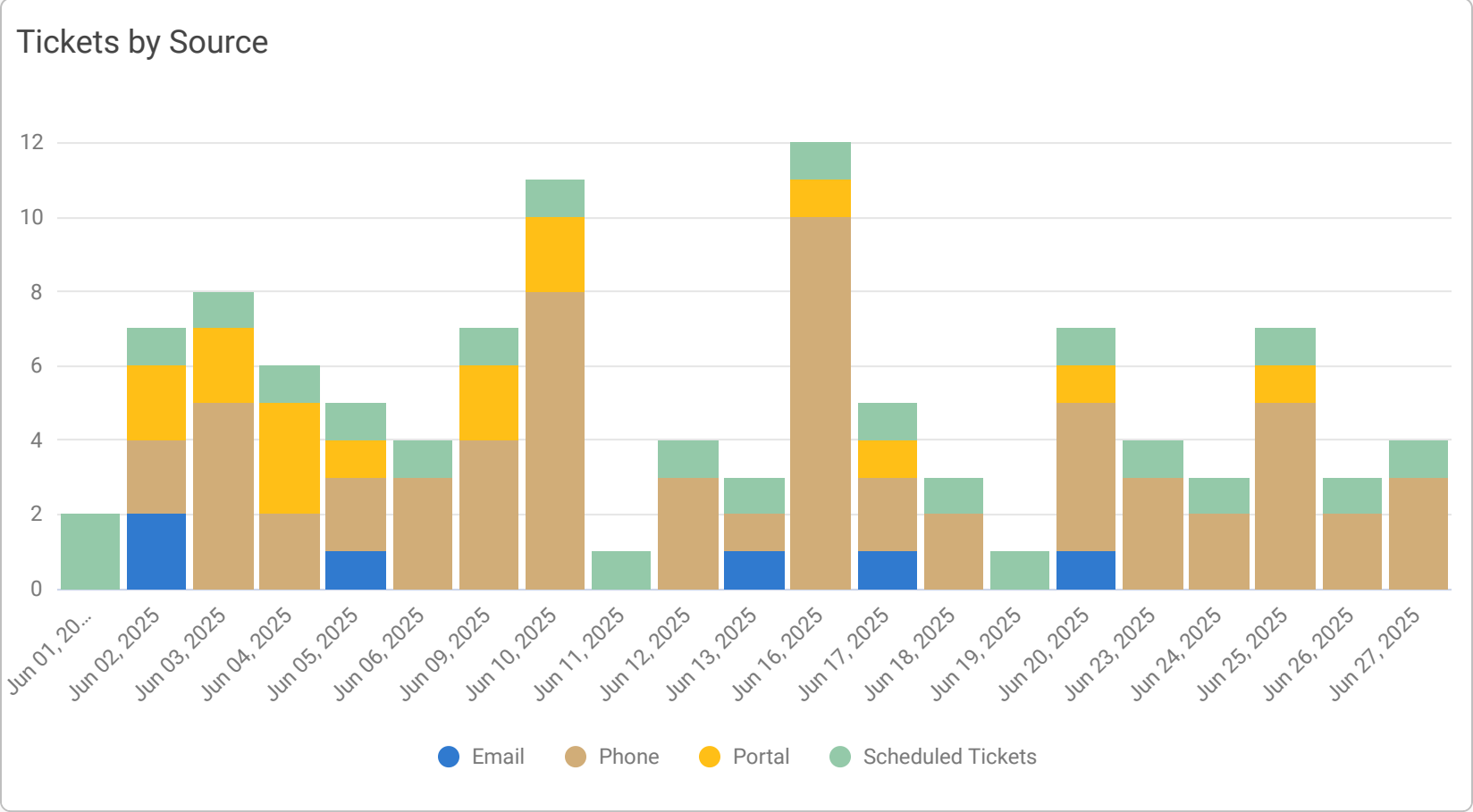
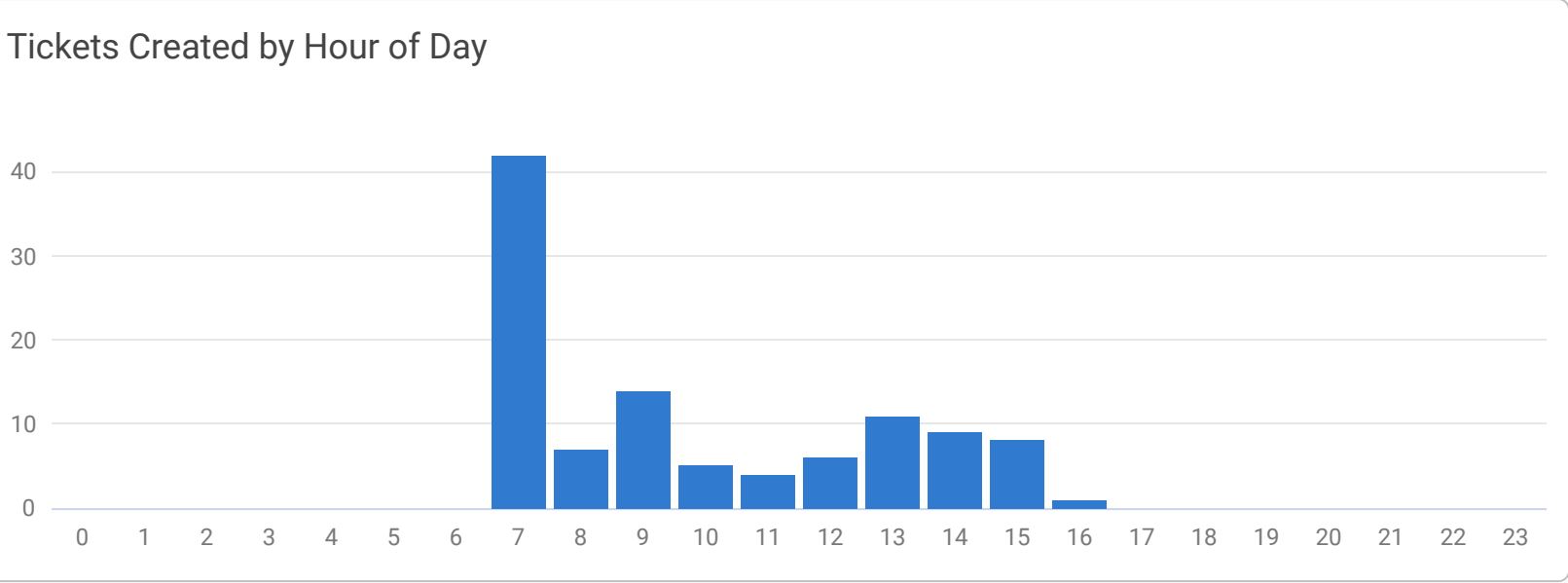
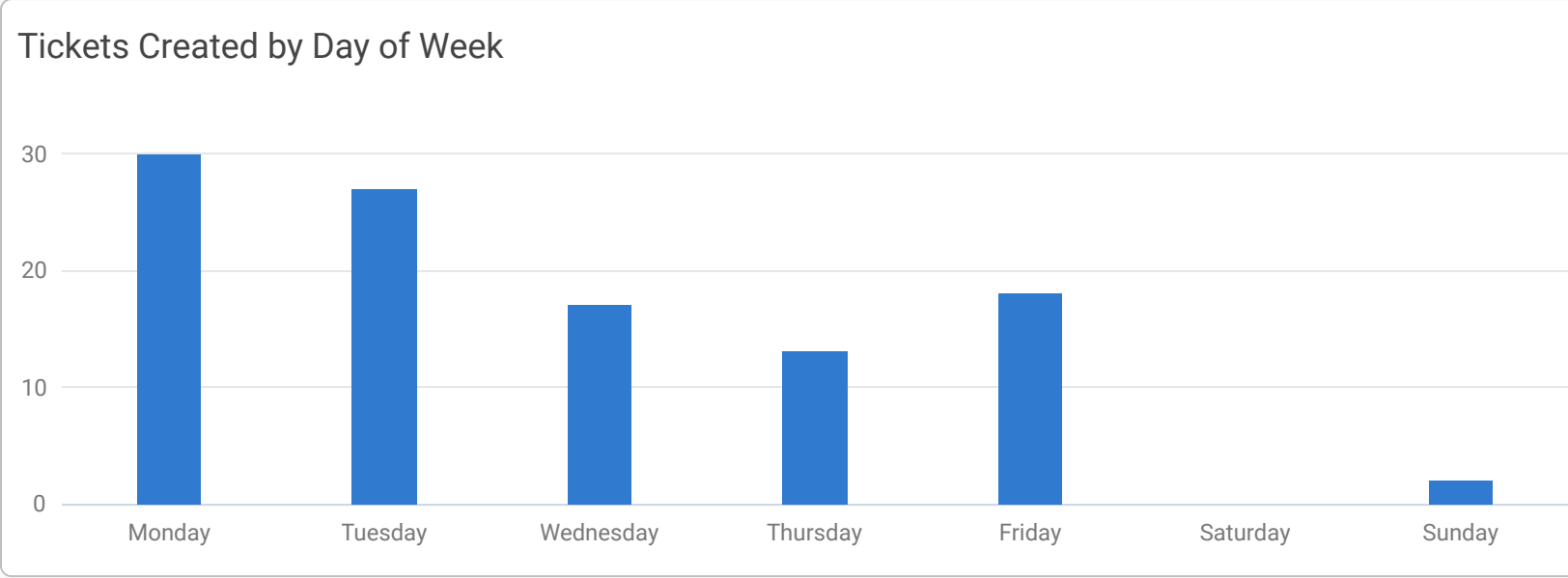
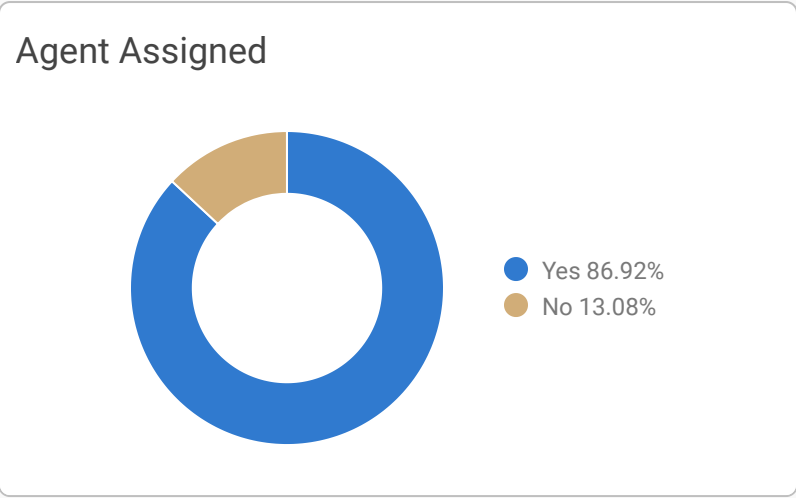
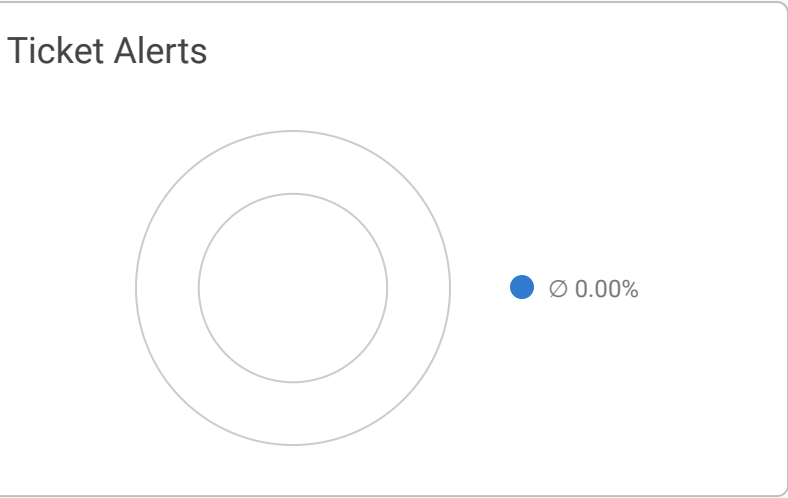
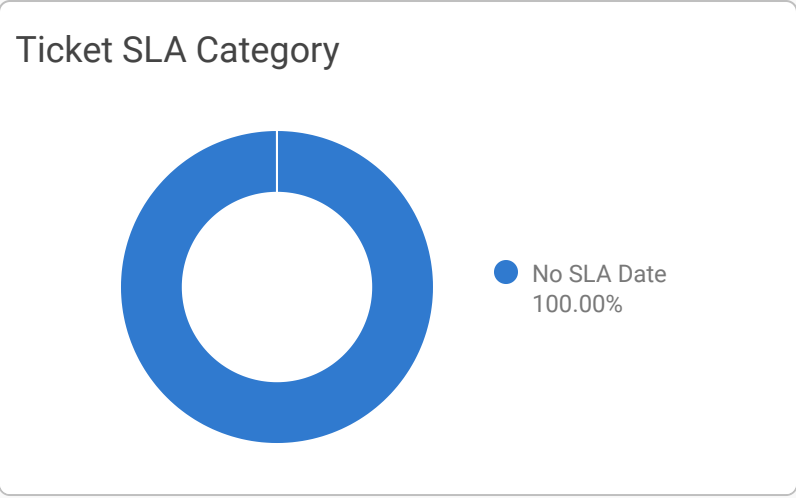
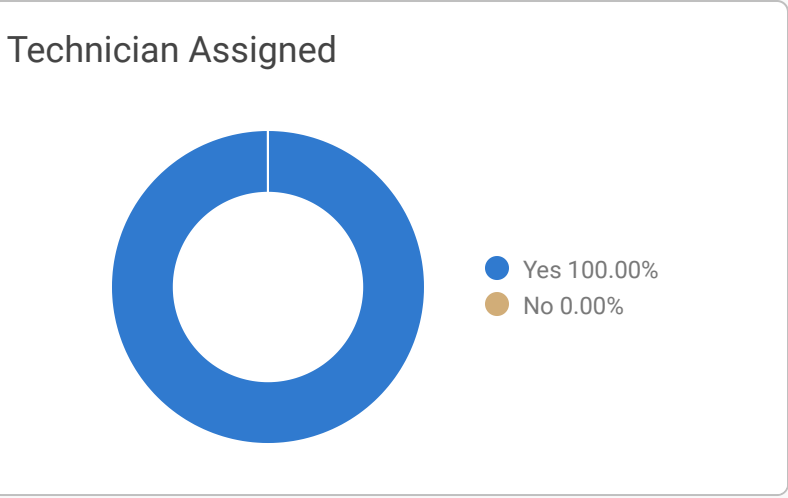
Business Name	Business Type	Address	Pass/Fail
Stars Restaurant	Restaurant	510 S Texas Ave	Pass
Raquel's Daycare	Daycare	1110 S Missouri Ave	Pass
Stripes	Convenience Store	602 W 2 nd St	Pass
Anacuitas BBQ Smoke House	Restaurant	544 N Texas Ave	Pass
Auntie Annes	Snack Place	5001 E Expressway 83 Ste 313	Pass

Ticketing summary

Date Filter is from 2025/06/01 until 2025/06/30 Ticket Status is not Merged



	Tag Name	Number of Tags ▾
1	Security / Security Alerts and Threats	20
2	Application / Application usability & setup	10
3	Network / Internet and Phone Connectivity Issues	9
4	System / Windows / Login - Password Reset	7
5	Application / Application usability & setup	6
6	Application / Install - Uninstall - Update	6
7	Application / Access & Permissions	5
8	Application / Email Management, Delivery and Settings	4
9	Network / Onboarding - Offboarding User	4
10	Printer / Printing Usage \u0026 Setup	4
11	Network / Accessibility	3
12	Application / Application usability & setup	3
13	Hardware / Equipment orders and installations	3
14	Hardware / New Hardware - Retire Hardware	2
15	Hardware / Printing Device	2
16	Application / Printing usage & setup	2
17	Security / Ads and Pop-ups Blocking	2
18	Security / Antivirus	1
19	Printer / Printing Usage & Setup	1
20	System / Windows / User Account Creation and Setup	1
21	Application / Printing usage & setup	1
22	Application / Usability \u0026 setup	1
23	Hardware / Damaged - Faulty	1
24	Maintenance / Backup and Service Maintenance	1
25	Monitor / Display Issues \u0026 Setup	1
26	Application / Access \u0026 Permissions	1
27	Application / Access \u0026 Permissions	1
28	Application / Application usability & setup	1



Customer tickets overview

Date Filter is from 2025/06/01 until 2025/06/30 Ticket Status is not Merged

Total Tickets

107

Total Ticket Duration (hours)

1,213.88

Average Ticket Duration (hours)

11.34

6

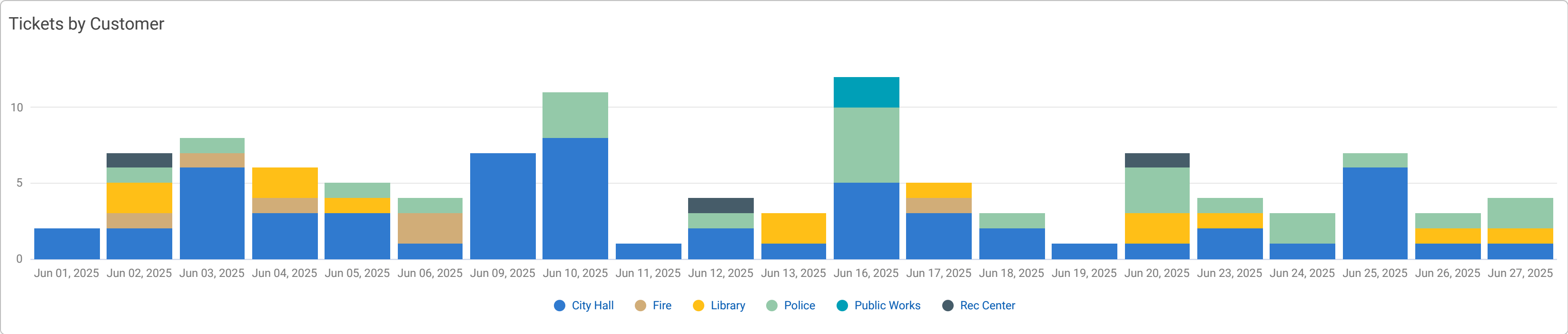
Number of Customers

107

Ticket Volume Per Customer

Ticket SLA Category

No SLA Date
100.00%



Customer Overview						
Site name	Number of tickets ▾	Total Ticket Duration (hours)	Average Ticket Duration (hours)	Average First Response Time (hours)	Number of alerts	Exceeded SLA
City Hall	59	403.91	6.85	6.11	0	0
Police	24	7.77	0.32	0.32	0	0
Library	13	287.14	22.09	13.95	0	0
Fire	6	427.33	71.22	22.42	0	0
Rec Center	3	87.67	29.22	0.12	0	0
Public Works	2	0.04	0.02	0.02	0	0

Technician overview

Date Filter is from 2025/06/01 until 2025/06/30 Ticket Status is not Merged

Number of tickets

107

Total Ticket Duration (hours)

1,213.88

Average Ticket Duration (hours)

11.34

6.17

Average First Response Time (h...

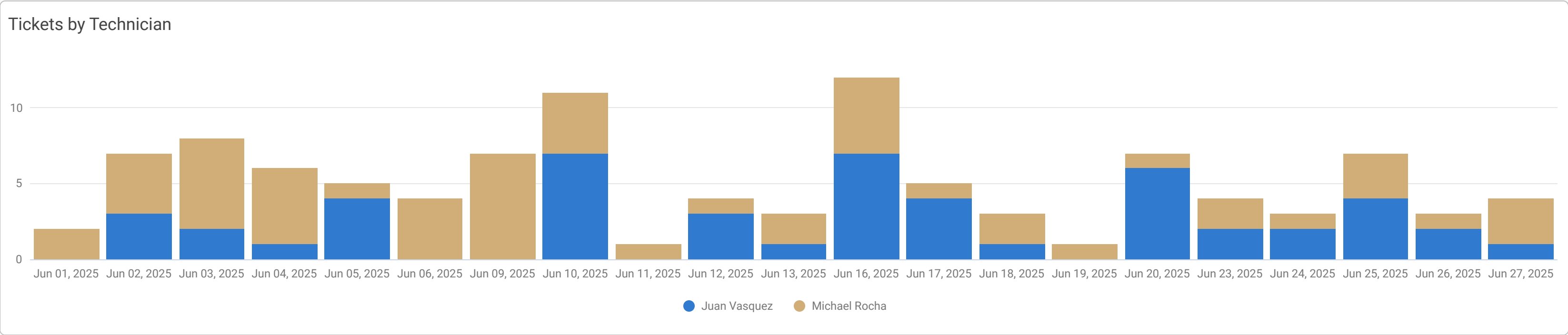
11.34

Average Resolution Time (hours)

Ticket SLA Category

No SLA Date

100.00%



Technician Overview									
	Technician name	Number of tickets ▾	Total Ticket Duration (hours)	Average Ticket Duration (hours)	Average First Response Time (hours)	Number of Tickets Exceeded SLA	Number of tickets closed within SLA	Number of tickets closed outside SLA	Number of open tickets within SLA
1	Michael Rocha	57	718.11	12.60	8.71	0	0	0	0
2	Juan Vasquez	50	495.76	9.92	3.38	0	0	0	0

Traffic

In

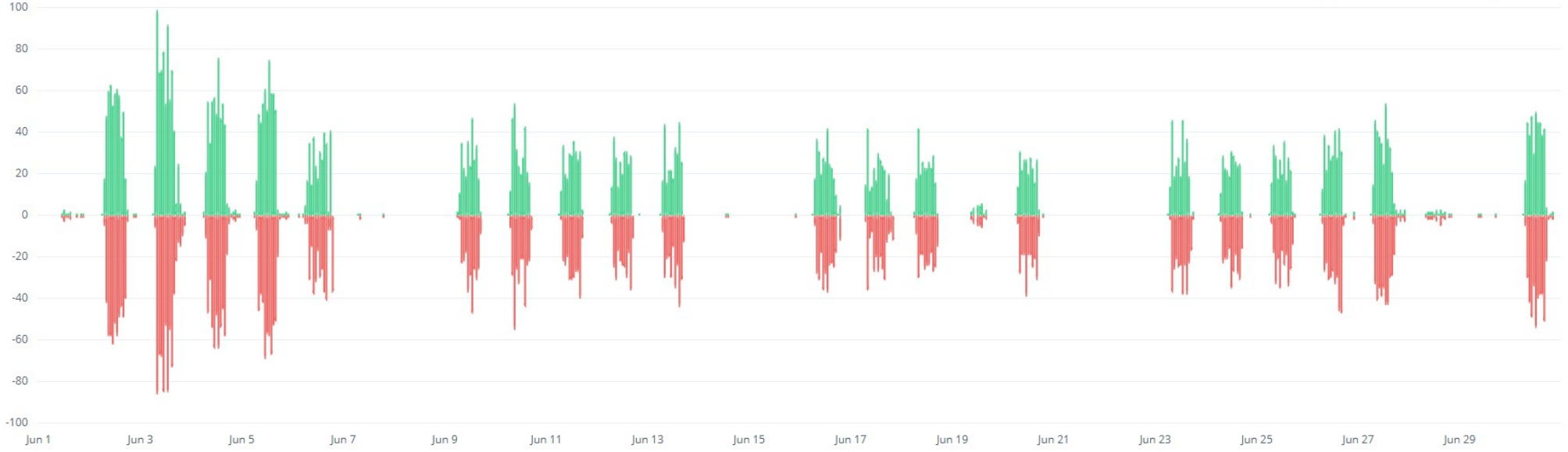
6,934

↑ 1% from previous month

Out

6,809

↑ 1% from previous month



A

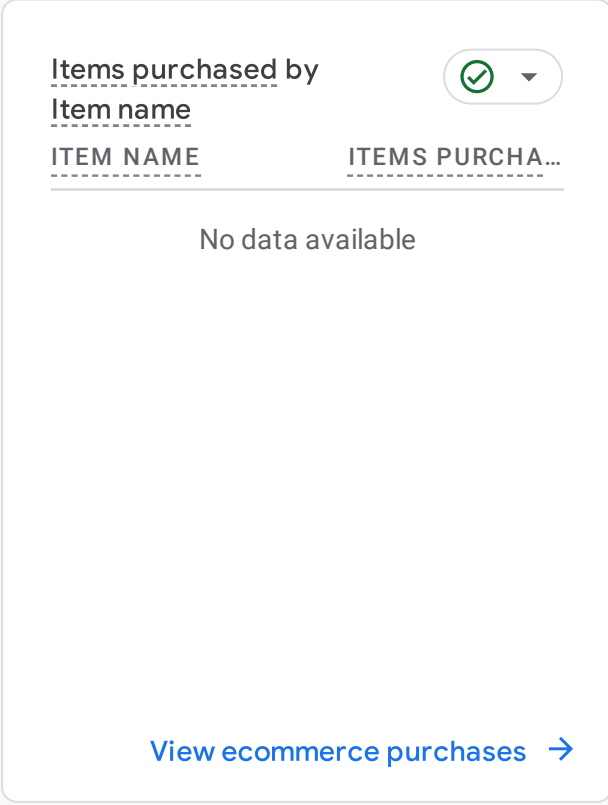
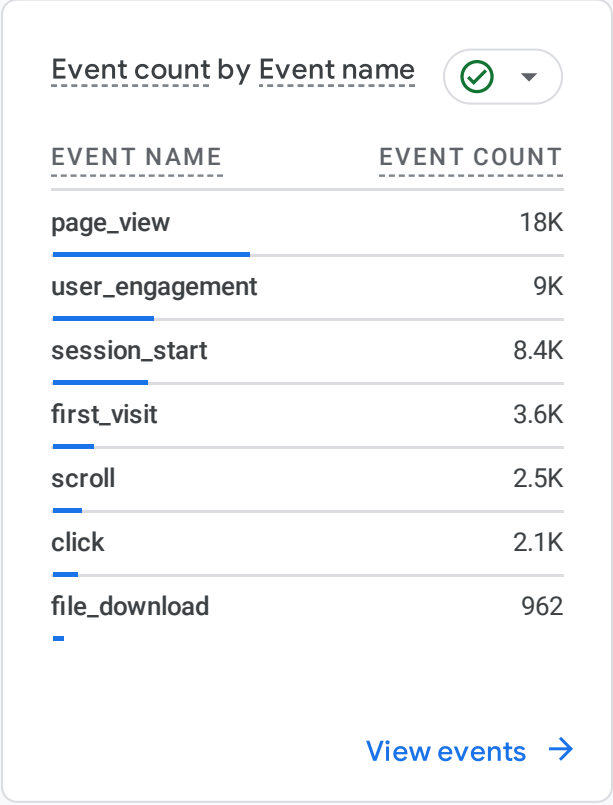
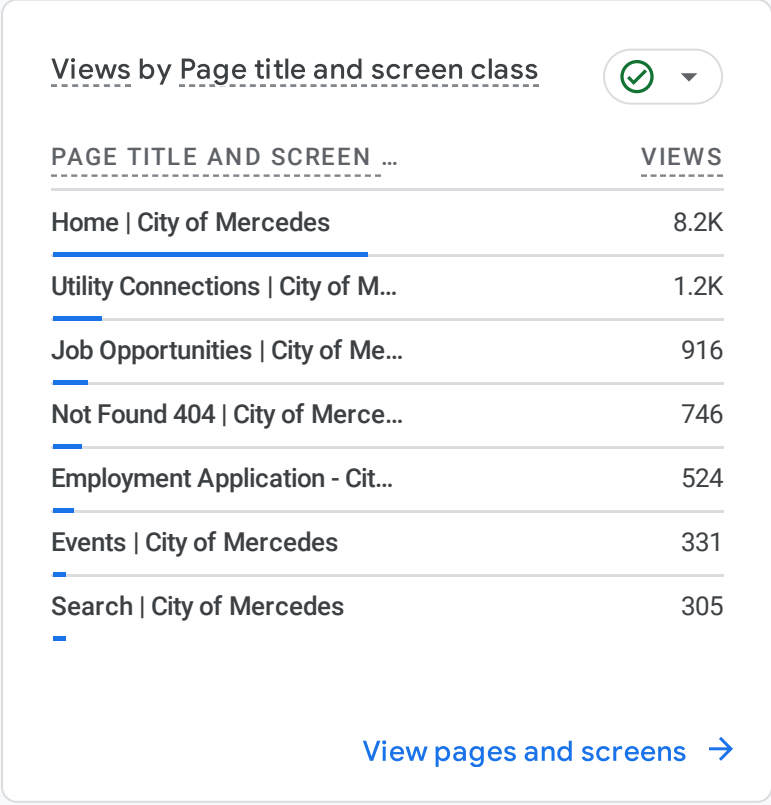
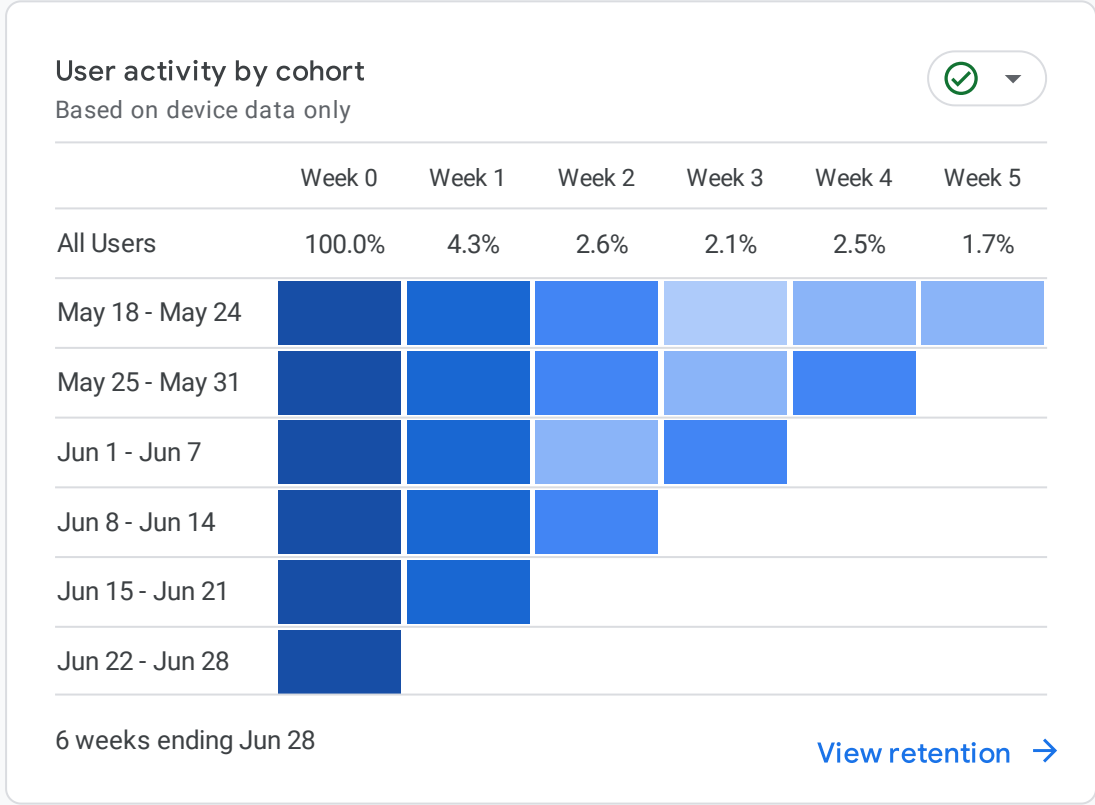
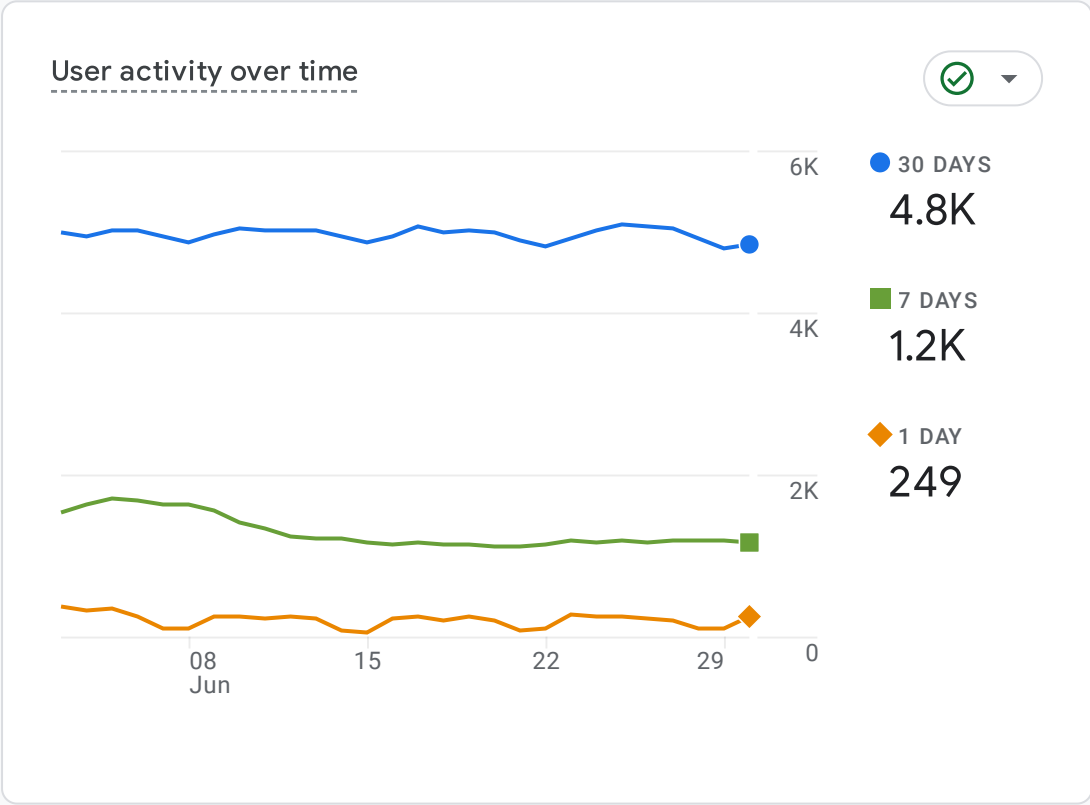
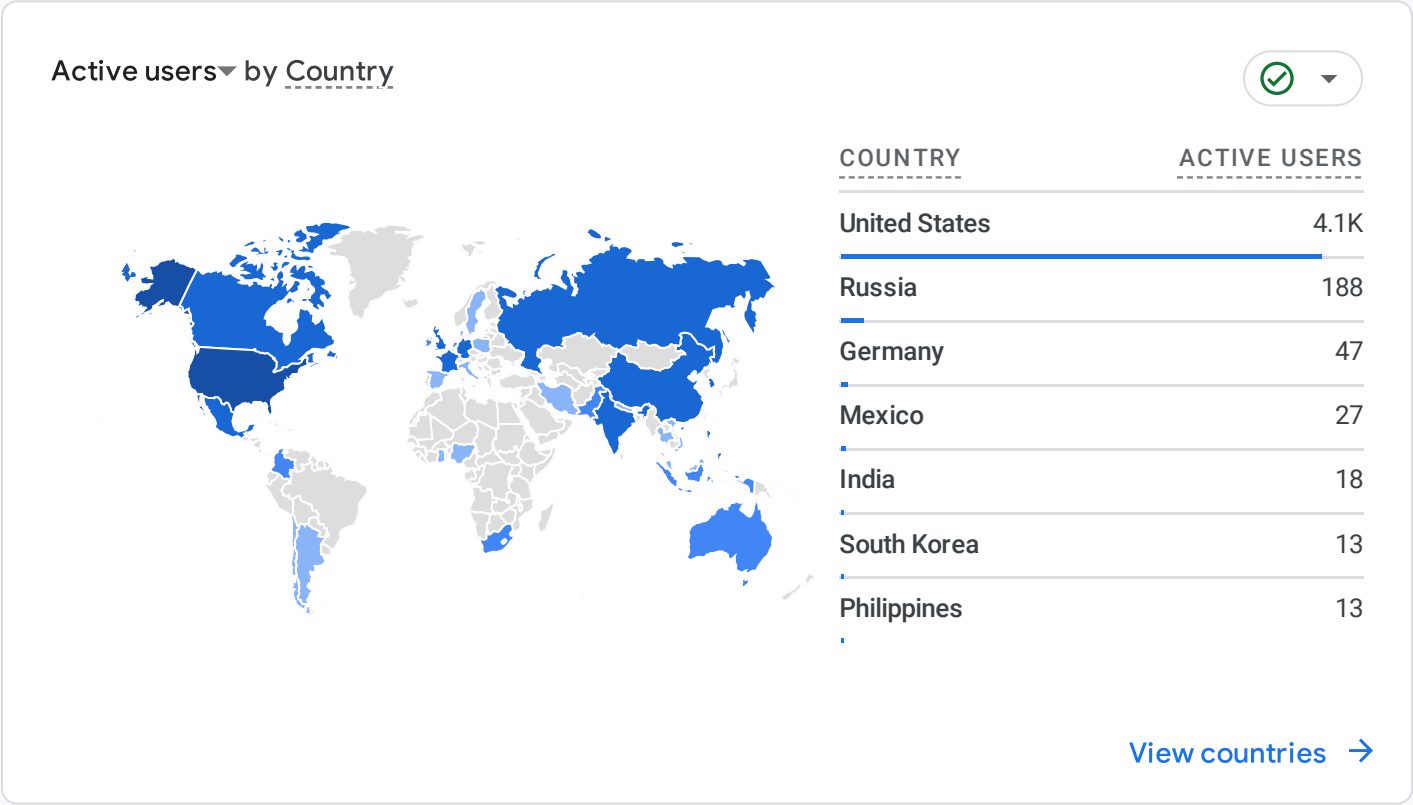
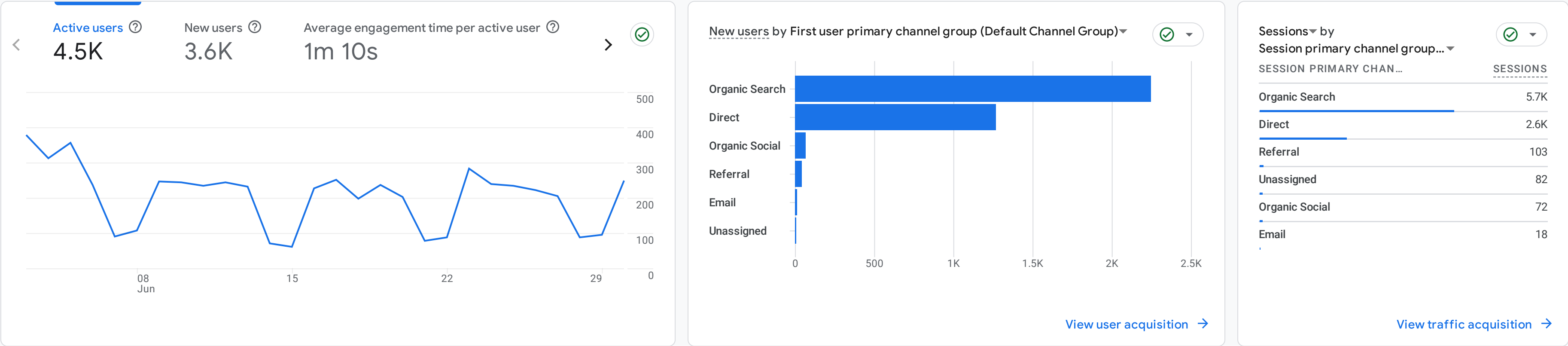
All Users

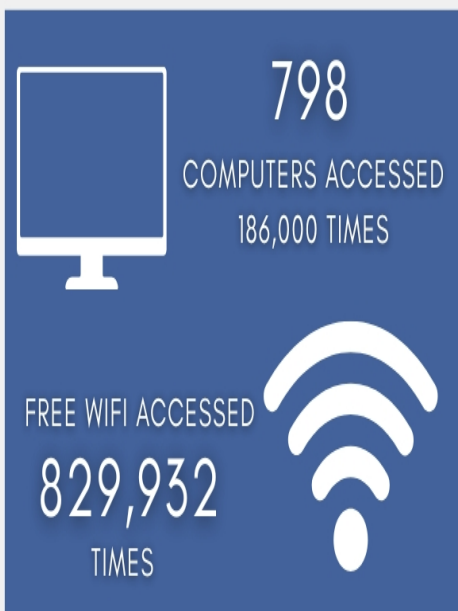
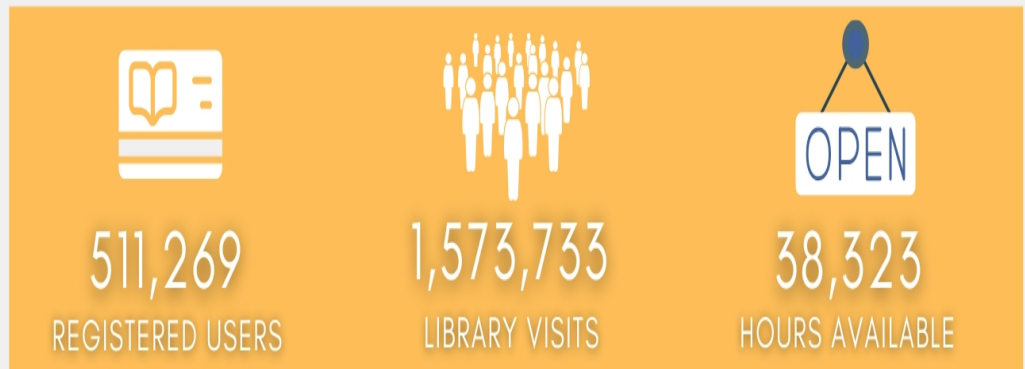
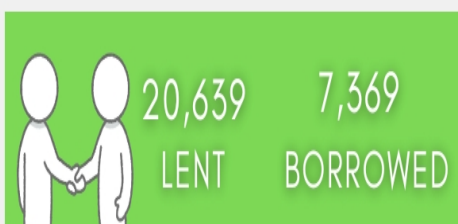
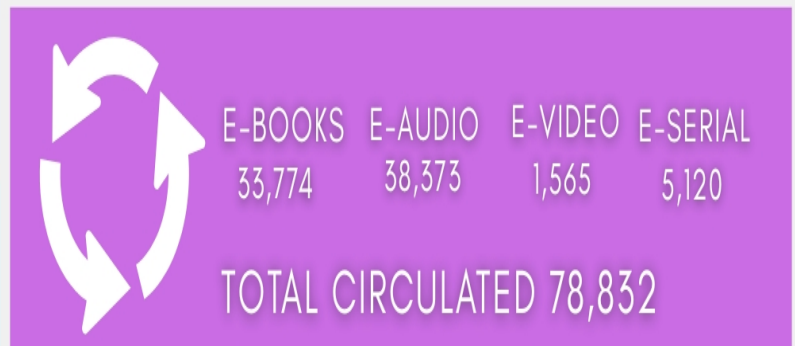
Add comparison

Last 28 days

Jun 3 - Jun 30, 2025

Reports snapshot





EARLY CHILDHOOD	STUDENT AGE	YOUNG ADULT	ADULTS	FAMILY	TOTAL
1157 SESSIONS	1547 SESSIONS	1,067 SESSIONS	1,634 SESSIONS	462 SESSIONS	5,867 SESSIONS
37,769 ATTENDANCE	41,828 ATTENDANCE	26,207 ATTENDANCE	3,712 ATTENDANCE	96,417 ATTENDANCE	205,933 ATTENDANCE

Memo

To: Alberto Perez, City Manager

From: Marisol Vidales, Library Director & Historic Preservation Officer

CC: Patricio Avila, Assistant City Manager

Date: July 09, 2025

Re: Library Department Monthly Report

Attached you will find the Library Department's monthly statistical report, please let me know if you have any questions regarding the information. Also, Library Staff participated in the following meetings, training, and events during the month of June 2025.

Meetings

- Met with Park Director to discuss the possibility of in-house work for exterior landscaping and hardscape in order to create a more accurate budget for the Knapp grant application. (6/03) – Marisol Vidales & Michelle Muniz
- Attended City Commission. (6/03) – Marisol Vidales
- Met with Mr. Jesse De La Fuente to review his invoices and photos for the grant reimbursement. (6/03) – Marisol Vidales
- Met with other HCLS catalogers to review more items. (6/03) – Mary Jane Hernandez
- Met with the Finance Director, City Manager, and Assistant City Manager to review budget requests for the 2025-26 Fiscal Year. (6/04) – Marisol Vidales
- Attended Department Head meeting. (6/05) – Marisol Vidales & Michelle Muniz
- Met with Amy from Green Space Texas to discuss pricing for the outdoor nature area for the library. (6/5) – Marisol Vidales & Michelle Muniz
- Met with Dave Martinez from Library Interiors to select LVT colors for the children's department to develop a proper quote. (6/05) – Marisol Vidales, Michelle Muniz, & Frank Rivas
- Met with Veronica Still to go over possible finance classes at the library for August. (6/05) – Marisol Vidales & Michelle Muniz

- Met with Carlos Cantu, Lupe Casarez, and other to discuss the Colegio San Jacinto tribute panels for the lobby walls. Took measurements and designed a rough sketch of the their vision. (6/06) – Marisol Vidales & Michelle Muniz
- Attended the Update on Executive Orders, nonprofit, polices, & the Philanthropic section meeting hosted by Integer. (6/06) – Michelle Muniz
- Met with Ilana Lerma to discuss her volunteering at the library for NHS hours. (6/09) – Marisol Vidales
- Met with Parks Director, his staff, EZ, and Tono to take photos of the driver/ballast to send to Artistic Holiday Designs. Also discussed moving the tree to the outlet and what would be required. (6/10) – Marisol Vidales
- Met with IT to discuss the phone call with TBS due to the removal of admin access of their company. (6/10) – Marisol Vidales & Michelle Muniz
- Attended the MHPC meeting. (6/10) – Marisol Vidales & Michelle Muniz
- Met with several members of HCLS to gather statistics and start preparing the 2024 Year in Review for HCLS presentation. (6/11) – Marisol Vidales
- Attended the monthly Texas Broadband Development Office Advisory Group meeting. (6/12) – Marisol Vidales
- Discussed pending items for the library and what needs to be taken care of next week. (6/12) – Marisol Vidales & Michelle Muniz
- Met with staff to go over library cards, family cards, shelving, and drinks and food at computer areas. (6/13) – Michelle Muniz, Frank Rivas, Mary Jane Hernandez, Isabel Mendoza, Daniela Alejo, Tristan Garza, Anthony Cardenas, Anna Agueros, Josie Mancias, & Briana Carrillo
- Met with Hidalgo County Cataloging Committee to go over the Security Roles for Insignia. (6/13) – Mary Jane Hernandez
- Met with TBS to discuss to cloud version of ePRINTit SaaS. (6/16) – Michelle Muniz, Michael Rocha, & Juan Vasquez
- Met with Manager of Rio Grande Valley Premium Outlets to determine the placement of the ribbon tree, other décor, and the dates for events. (6/17) – Marisol Vidales
- Met with Nadia & Mark from Insignia to discuss circulation types, staff roles, notifications, and items with zero copies. (6/17) – Mary Jane Hernandez, Michelle Muniz, & Marisol Vidales
- Met with Parks Director to get further measurements for our outdoor space and discuss some of our issues such as the tree overhang and the sprinkle system. (6/17) – Marisol Vidales & Michelle Muniz
- Met with the father of volunteer, Lacie Silva, to discuss inappropriate behavior from another volunteer towards her. (6/17) – Marisol Vidales
- Attended the City Commission meeting and presented on the Library Board renewals and appointments. (6/17) – Marisol Vidales
- Met over Clover register and started setting it up. (6/18) – Mary Jane Hernandez, Michelle Muniz, Marisol Vidales, & City IT.
- Met with TBS to resolve the issues on the SaaS. (6/18) – Michelle Muniz & City IT
- Met with STC Work Study, Jorge Martinez, to discuss his comments and questioning and inform him that our volunteer is under age and was uncomfortable with his comments. He will no longer volunteer in the Children's Department. (6/18) – Marisol Vidales & Frank Rivas

- Attended HCLS meeting. (6/20) – Marisol Vidales & Mary Jane Hernandez
- Met with A-1 Facilities to review the final product of the light installation and discuss the plumbing and washer/dryer install. (6/24) – Marisol Vidales & Michelle Muniz
- Met with Public Works Director & Parks Director to go over the SRP celebration layout and assistance needed for the event from their respective departments. (6/25) – Marisol Vidales & Michelle Muniz
- Met & trained other HCLS libraries on how to assign roles to staff members over Google Meets and emailed the recording of the training to all libraries including those not present. (6/25) – Mary Jane Hernandez
- Met with Parks Director, City Secretary, and HR over the SRP Celebration to confirm the staff and location of the barricades. (6/26) – Marisol Vidales

Trainings

- MDEC – Technology for Health Outcomes & Telehealth (6/04) – Tristan Garza (DN)
- Parent/Child Workshop Refresher (6/13) – Frank Rivas & Briana Carrillo
- TLA June Webinar: Passive Makes (Practically) Perfect: Using Passive Programming to Engage Patrons (6/13) – Frank Rivas
- Clover Concierge Consultation / Training with Nia Taylor (6/18) – Marisol Vidales, Michelle Muniz, Mary Jane Hernandez, Michael Rocha, & Juan Vasquez
- Merchandising for Beginners (6/24) – Frank Rivas
- Sharing About SHAREit Training (6/25) – Isabel Mendoza
- ITRT Tech Chat: Law Pods – Kiosks in Public Libraries for Video Chats with Law Librarians (6/26) – Frank Rivas

Events/Programming

Adult Programming

- Spanish Class by Kathy Suarez (5/07 – 1 student; 5/14 - 2 students; 5/21 – 1 student; 5/28 – 1 student)
- SRP – IMAS (6/10 – 4 adults)
- SRP – Craft Day (6/12 – 5 adults)
- SRP – Craft Day (6/17 – 5 adults)

Teen Programming

- SRP – IMAS (6/10 – 8 Teens)
- SRP – Craft Day (6/12 – 5 Teens)
- SRP – Craft Day (6/17 – 2 Teens)

Children's Programming

- SRP Week One (6/02 – 67 Children & 33 Adults; 6/03 – 53 children & 36 adults; 6/04 – 48 children & 26 adults; 6/06 – 164 children & 103 adults)

- SRP Week Two (6/09 – 32 children & 24 adults; 6/10 – 56 children & 31 adults; 6/11 – 39 children & 15 adults; 6/12 – 24 children & 11 adults; 6/13 – 132 children & 97 adults)
- SRP Week Three (6/16 – 21 children & 13 adults; 6/17 – 31 children & 13 adults; 6/18 – 26 children & 16 adults; 6/20 – 40 children & 26 adults)
- SRP Week Four (6/23 – 31 children & 21 adults; 6/24 – 31 children & 15 adults; 6/25 – 30 children & 16 adults; 6/26 – 26 children & 15 adults)

Outreach

- REC Center Story & Craft (6/04 – 27 children & 1 adult; 6/11 – 22 children & 4 adults; 6/18 – 21 children & 1 adult; 6/25 – 30 children & 2 adults)
- Valley Oak Tree Learning Center (6/12 – 14 children & 2 adults; 6/26 – 15 children & 2 adults)
- MISD ACE Program (6/16 – 37 children & 12 adults; 6/23 – 39 children & 4 adults)

Café

- Temporary closed during the month of June, due to remodeling, so there were no sales during this month.

Marketing

- Created 234 social media posts for the library and 18 for the Café
- Posted 71 stories for the library
- Answered 29 library DMs and 2 City DMs
- Designed ... original flyers and 1 newsletter

Highlight of the Month

Interviewed by KRGV on our upcoming Summer Reading Program. Our highlight was having 32 toddlers, 61 children, 16 teens, and 36 adults register for our program, an increase of 42.15% from last year. Combined, all participants read 660 books, an increase of 141.75% from last year. We had a total of 42 challenges completed, this is a new part of our program.

Dr. Hector P. Garcia Memorial Library Statistical Report

Jun-25

Circulation	2025	2024
Check-Outs & Renewals:	978	1,202
Year to Date Total:	4,261	6,456
In-House Book Circulation:	142	365
Year to Date Total:	942	1,949
In-House Magazine Circulation:	47	98
Year to Date Total:	214	514
In-House Newspaper Circulation:	16	27
Year to Date Total:	197	403
New Borrowers:	52	45
Year to Date Total:	320	258

Digital Resources	2025	2024
cloudLibrary Checkouts:	219	205
Year to Date Total:	1,646	2,008
NewsStand Checkouts:	394	363
Year to Date Total:	2,979	3,755
Biblio+ Views:	46	144
Year to Date Total:	1,032	894

Interlibrary Loans (ILL's)	2025	2024
Items Requested:	16	60
Year to Date Total:	212	821
Items Sent:	8	24
Year to Date Total:	130	444

Book & Media Donations	2025	2024
Donations Received:	51	0
Year to Date Total:	152	277
Donations Selected:	2	0
Year to Date Total:	40	51

Assistance	2025	2024
Reference By Phone:	98	220
Year to Date Total:	898	2,036
Reference In-Person:	130	301
Year to Date Total:	1,057	1,469
Directional By Phone:	186	0
Year to Date Total:	1,227	0
Directional In-Person:	230	0
Year to Date Total:	1,384	0

Library Service	2025	2024
Digital Assistance:	133	112
Year to Date Total:	1,086	1,137
Fax Assistance:	57	63
Year to Date Total:	511	501
Copy Assistance:	123	79
Year to Date Total:	997	1,244
Scan Assistance:	15	10
Year to Date Total:	86	134
Print Outs:	2,083	1,698
Year to Date Total:	14,774	16,936

Computer Sessions	2025	2024
Adult Lab Sessions:	1,043	379
Year to Date Total:	7,177	3,531
Juvenile Lab Sessions:	506	282
Year to Date Total:	1,670	562
WiFi:	2,040	1,469
Year to Date Total:	17,291	18,423

Meeting Room Sessions	2025	2024
Sessions:	73	55
Year to Date Total:	553	573

Technical Services	2025	2024
New Items Added:	144	140
Year to Date Total:	1,658	818
Items Processed:	64	95
Year to Date Total:	697	575
Items Withdrawn:	0	0
Year to Date Total:	318	698
Items Recataloged:	0	32
Year to Date Total:	295	222
Items Repaired:	3	7
Year to Date Total:	23	109

Dr. Hector P. Garcia Memorial Library Statistical Report

Jun-25

Adult Programming	2025	2024
Adult Events:	7	6
Year to Date Total:	96	72
Adults in Attendance:	18	51
Year to Date Total:	701	647

Teen Programming	2025	2024
Teen Events:	3	3
Year to Date Total:	5	3
Teens in Attendance:	15	38
Year to Date Total:	25	38

Children's Programming	2025	2024
Children Events:	18	18
Year to Date Total:	53	50
Children in Attendance:	873	813
Year to Date Total:	1,130	1,039
Adults in Attendance:	522	0
Year to Date Total:	632	106

Family Place	2025	2024
Early Learning Space Total:	253	0
Year to Date Total:	910	0
Workshop Children in Attendance:	0	0
Year to Date Total:	13	0
Workshop Adults in Attendance:	0	0
Year to Date Total:	14	0

Toddler Programming	2025	2024
Children Events:	0	0
Year to Date Total:	0	0
Children in Attendance:	0	0
Year to Date Total:	0	0
Adults in Attendance:	0	0
Year to Date Total:	0	0

General Programming	2025	2024
Events:	1	1
Year to Date Total:	16	13
Toddlers in Attendance:	0	0
Year to Date Total:	0	0
Children in Attendance:	0	0
Year to Date Total:	228	0
Teens in Attendance:	0	0
Year to Date Total:	0	0
Adults in Attendance:	0	0
Year to Date Total:	415	19
Total General Programing:	295	161
Year to Date Total:	2,645	1,843

Outreach Programming	2025	2024
Events:	8	3
Year to Date Total:	24	20
Toddlers in Attendance:	0	0
Year to Date Total:	0	0
Children in Attendance:	205	0
Year to Date Total:	935	817
Teens in Attendance:	0	0
Year to Date Total:	0	0
Adults in Attendance:	28	0
Year to Date Total:	466	594
General Attendance:	0	60
Year to Date Total:	558	1,253

Reading Programs	2025	2024
Toddlers Books Logged:	171	45
Children Books Logged:	365	195
Teen Books Logged:	19	0
Adult Books Logged:	105	33
Total:	660	273

Volunteer Hours	2025	2024
Total:	155.00	303.25
Year to Date Total:	1,884.00	1,658.25

Dr. Hector P. Garcia Memorial Library Statistical Report

Jun-25

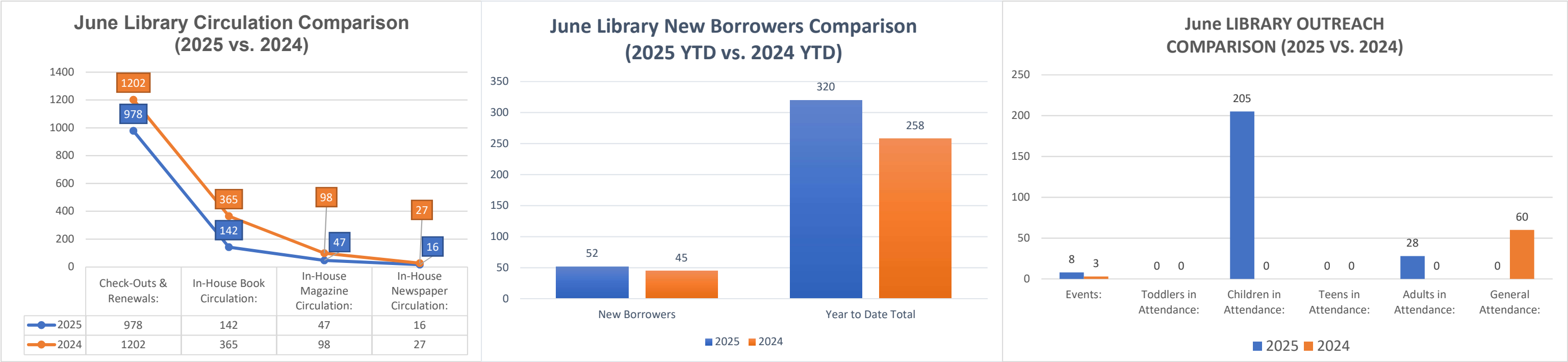
Curbside Services	2025	2024
Curbside Café:	0	0
Year to Date Total:	3	35
Curbside Circulation:	0	0
Year to Date Total:	1	6
Curbside Crafts:	0	0
Year to Date Total:	0	0
Curbside Other Services:	0	2
Year to Date Total:	10	15

Library Visits	2025	2024
Visits:	3,741	3,291
Year to Date Total:	24,543	23,964

Café Visits	2025	2024
Visits:	226	589
Year to Date Total:	3,553	4,304

Café Sales	2025	2024
Net Sales:	\$ 609.36	\$ 1,959.28
Year to Date Total:	\$ 12,905.69	\$ 14,846.36
Sales Tax:	\$ 50.09	\$ 161.84
Year to Date Total:	\$ 1,059.16	\$ 1,220.54

Social Media	2025	2024
Library Posts:	234	264
Year to Date Total:	1,103	1,112
Library DMs:	29	5
Year to Date Total:	63	62
Cafe Posts:	18	18
Year to Date Total:	221	164
Café DMs:	0	1
Year to Date Total:	0	2
City Posts:	0	49
Year to Date Total:	403	433
City DMs:	2	20
Year to Date Total:	94	103
Videos Created:	0	0
Year to Date Total:	6	54
Website Updates:	24	10
Year to Date Total:	90	186
HCLS Posts:	0	2
Year to Date:	23	9
Stories:	71	0
Year to Date Total:	103	0
Flyers:	26	0
Year to Date Total:	282	0



JUNE 2025

TOMAS VILLAGOMEZ III
PUBLIC WORKS DIRECTOR



WORK ORDERS

Sewer Maintenance

Water Break Repair

Sign Replacements

Alley Cleaning

Inlet Cleaning

Curb Scraping



WORK ORDER #213056

SEWER STOP

MERCEDES CIVIC CENTER

Our Utilities and Standby crews get called on to clear out the city sewer lines when things get backed up.

Regular checks and maintenance is also monitored throughout the month.



WATER BREAK⁴

Work Order #208602

Emergency water breaks occur throughout the city at any random time. In this situation a 6" water line cracked. The crew used a 6"x12 ½" clamp to repair the leak.



A leak coming from the north side of the meter box flooded the area. The vacuor truck was able to remove the standing water to have access to the meter box and work area.



Removing Standing Water



Curb Scraping

Streets team tackled a few areas of overgrown grass and scraped up dirt along curbs.



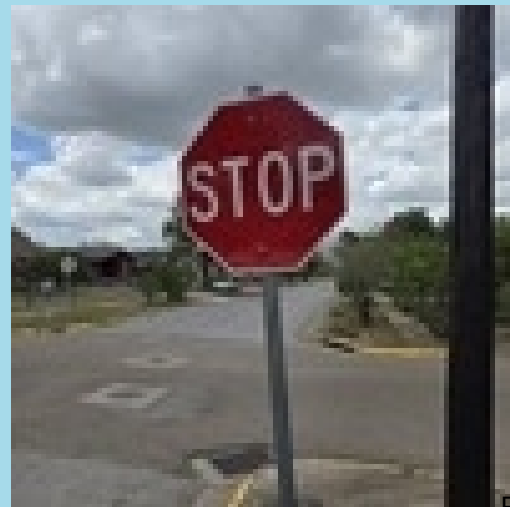
Zeke and Kris replaced the faded stop sign.



Work Order #233928

Traffic Sign Replacement

W. 8th St. & S. Virginia



Zeke and Kris put in a new stop sign and pole.



Work Order #231836

Traffic Sign Replacement

Premium Outlets - Mile 1 ½ and Frontage





Work Order #232328



700 block of
S. Georgia

Strike Team
Working
hard on
cleaning up
the Alley's



800 block of S. Georgia

Trimming the
overgrown
trees that block
emergency
vehicles from
passing
through

Work Order #232298

Addressing Problematic Flooding Areas

Hurricane and Heavy Rain Season
Flood Prevention

Work Order #196566

MOCKINGBIRD LANE

Brush and overgrown area was cleared out at the start of the drainage project for this area.



Charlie worked diligently on creating a path for the water to flow and avoid flooding in the neighborhood by Mockingbird Lane.



Street Teams preparing for hurricane season and any heavy rain that may come our way!

Opening up the inlets and cleaning out all the trash, leaves and random objects to prevent any blocked passage ways.

Work Order #223181





As Deion and Edgar were cleaning out the drains down Texas Ave., they came across a few random items like a kids scooter.

Work Order #223720



Zeke, Charlie, Enrique and Abraham dug out the layers of dirt and lawn clippings of many inlets.



**Let's continue to work together,
embodying the principles of
integrity, perseverance, and
service that define the
Public Works Team.**

PUBLIC WORKS	
CLOSED WORK ORDER LOG	
June-25	
Category	Count of Category
Alley	15
BRUSH PICKUP	47
BUILDING MAINTENANCE	6
Curb Scraping	26
Cut Grass	48
Cut Trees on ROW	21
DAILY PREP/CHECK	1
DAILY SHUTDOWN/CLEAN-UP	3
Drainage work	19
EQUIPMENT MAINT.	27
Fire Hydrant Repair	1
Flush Fire Hydrant	3
Illegal Dumping Pick-Up (Planning)	1
Inlet Maintenance	57
INSTALL CLEAN OUT	1
Locate Water & Sewer //Tap	32
LOW WATER PRESSURE / NO WATER	10
MANHOLE MAINTENANCE	3
MEETING	1
OPEN/CLOSE METER	1
OPEN/CLOSE VALVE	2
PARK MAINTENANCE	1
Pot Hole Patching	80
RELOCATE WATER METER	1
REMOVE STANDING WATER (METER)	1
Repair Meter	1
Replace Cut-Off	3
SAND BAGS	1
Sewer Line Collapse	1
SEWER MAINTENANCE	1
Sewer Stop	16
Sidewalk Repair	2
SINK HOLE	1
SPECIAL EVENTS- PREP-SHUTDOWN-ASSISTING	2
Speed Bump Request	2
SPRAYING ROUND-UP	2
STREET ISSUES	6
STREET PAVING	2
Street Sweeping	47
Traffic Sign Replacement	11
TRASH PICK-UP	20
Utility Patch	17
Vehicle Maintenance (City Mechanics)	66
Water Break Repair	24
WATER LEAK (METER)	5
WATER TAP OR SEWER TAP SERVICE	5
(blank)	
Grand Total	643

**CITY SECRETARY'S OFFICE
2025 ANNUAL REPORT**

TYPE	JAN.	FEB.	MAR.	APR.	MAY.	JUN.	JUL.	AUG.	SEPT.	OCT.	NOV.	DEC.	YTD Total
CITY SECRETARY													
Agenda													
Reg./Special/Wkshp	2	2	2	2	3	3							14
Minutes													
Reg./Special	1	2	2	2	3	3							13
Ordinances	2	2	2	2	5	0							13
Resolutions	4	2	6	0	2	2							16
Contracts	3	0	0	1	0	1							5
Bids	0	0	1	0	0	1							2
PERMITS													
Sound/Dance	4	3	1	3	6	12							29
TABC	0	0	0	2	0	1							3
VITAL STATISTICS													
Filling w. State	6	8	8	8	4	7							41
Issuing Birth	27	40	30	35	22	27							181
Issuing Death	4	4	3	1	1	0							13
RISK MANAGEMENT													
Vehicle Claims	2	2	4	3	2	1							14
Liability Claims	1	2	1	0	2	0							6
OPEN RECORDS													
Received	35	32	26	29	18	26							166
Responded	31	30	22	26	12	25							146
HUMAN RESOURCES													
New Hires	5	2	1	6	0	4							18
Resignations	5	1	1	0	6	2							15
Retirements	6	2	1	2	0	4							15
Workers Comp	0	1	2	2	1	0							6

Significant Comments:

Mercedes Fire Department

June 2025

Monthly Report

"Through dedicated, professional members, the Mercedes Fire Department EMS care for and protects the lives and property of our community through incident response, comprehensive training, public education and fire prevention."



Fire Chief/EMC
Javier Campos Jr.

Mercedes Fire Department
105 N. Ohio Ave
956-565-7755

2025 June Mercedes Fire Incidents

Count of Total Fire Incidents

Count of Incidents

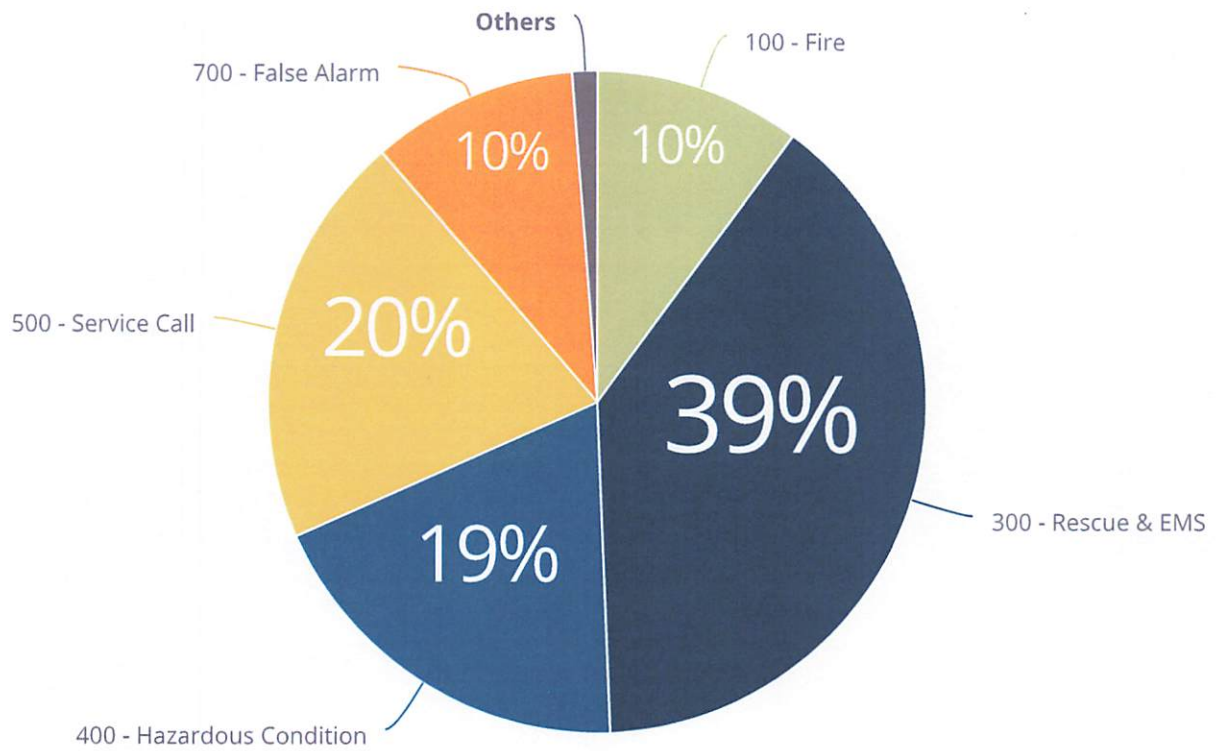
79

Average Dispatch to Arrival Time

Average Response Time Alarm To Arrival

8m:18s

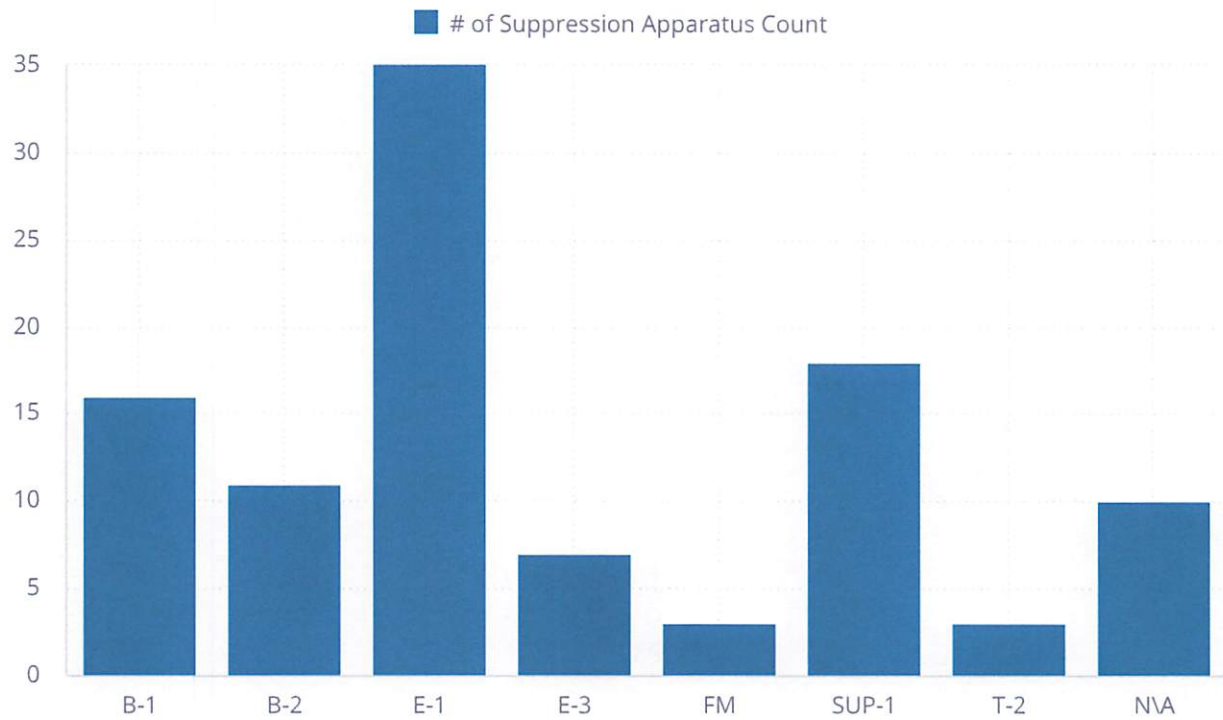
Percentage of Incident Type Group



Incident Count by Shift



Total Count Per Unit



Count of Incidents by Type

Incident Type	Count of Incidents
Alarm system sounded due to malfunction	3
Animal problem	1
Animal problem, other	9
Animal rescue	1
Arcing, shorted electrical equipment	2
Brush or brush-and-grass mixture fire	2
Building fire	1
Cooking fire, confined to container	1
Dispatched & canceled en route	1
Electrical wiring/equipment problem, other	2
Gas leak (natural gas or LPG)	4
Grass fire	2
Medical assist, assist EMS crew	13
Motor vehicle accident with injuries	8
Motor vehicle accident with no injuries.	10
Outside rubbish fire, other	1
Passenger vehicle fire	1
Power line down	7
Public service assistance, other	1
Service Call, other	2
Smoke detector activation due to malfunction	1
Smoke detector activation, no fire - unintentional	2
Smoke or odor removal	1
System malfunction, other	1
Unauthorized burning	1
Count of Incidents	79

1-25 of 26 Results

1 2 >

Rows per page 25

2025 EMS Incidents

Total Responses

Total Responses

218

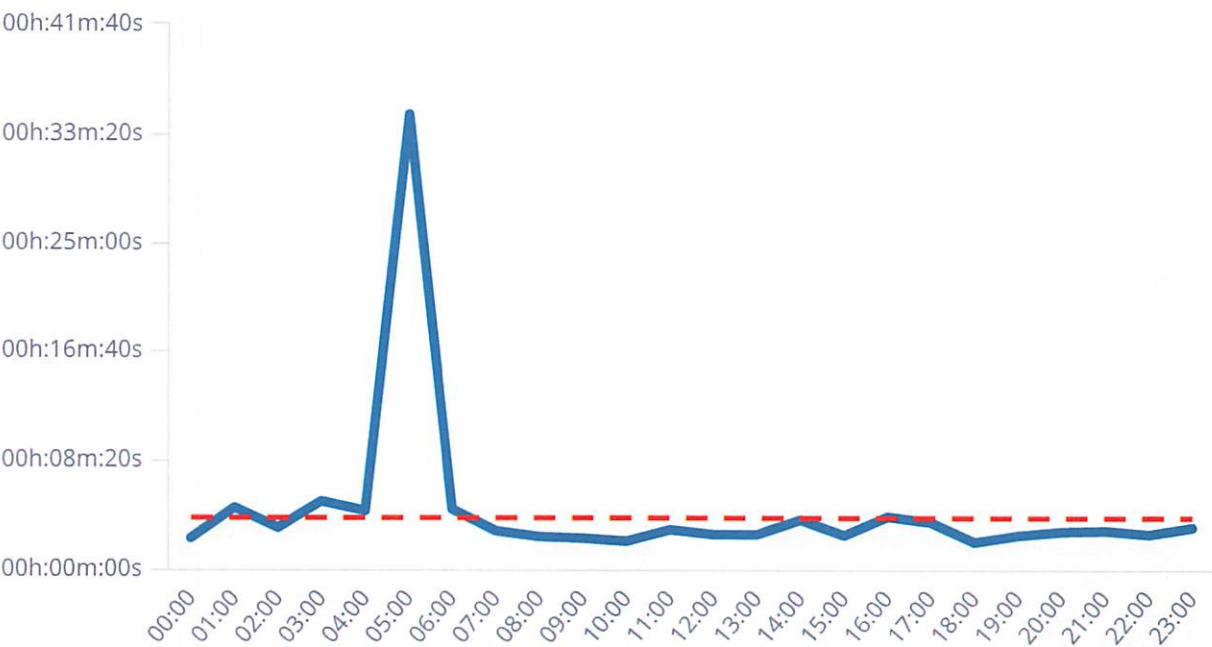
Average Chute Time

Average Chute Time

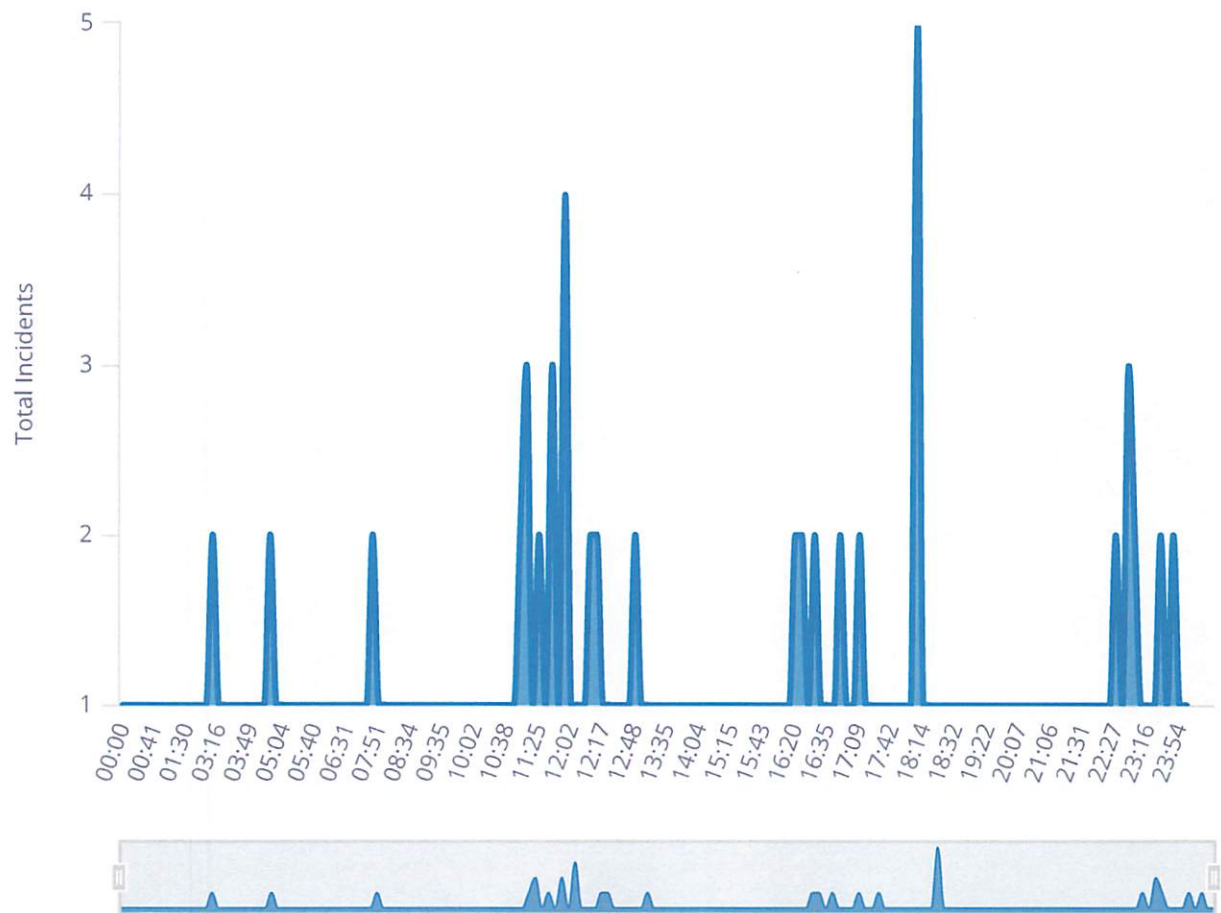
03m:56s

% Chute Time < 4min 81%

Average Chute Time by Hour of Day



Call Volume by Hour



Aggregation of Total Incidents by Shift

Shift	Total Incidents	
	06/2025	
A Shift		74
B Shift		69
C Shift		73

Aggregation of Total Incidents by Unit Contribution

Unit	Contribution to Total Incidents	
	06/2025	Grand Total
E-1	0.46%	0.46%
MED-1	22.22%	22.22%
MED-2	5.56%	5.56%
MED-3	52.31%	52.31%
MED-4	19.44%	19.44%
Grand Total	100.00%	100.00%