
MERCEDES CITY COMMISSION
REGULAR MEETING
NOVEMBER 18, 2025 – 6:30 PM
MERCEDES CITY HALL – COMMISSION CHAMBERS
400 S. OHIO AVE., MERCEDES, TX 78570

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

1. **Call Meeting to Order**
2. **Establish Quorum**
3. **Invocation**
4. **Pledge of Allegiance**
5. **Open Forum**
6. **Presentation**
 - a. Proclamation for Abrianna Galindo
7. **Consent Agenda**
 - a. Approval of Minutes for Meeting(s) held October 21, 2025
 - b. Second and Final Reading of Ordinance 2025-31 - Fire Hydrants
 - c. Second and Final Reading of Ordinance 2025-34 amending Chapter 4 "Business Regulations" of the Code of Ordinances to add a new section, Article 4.13 entitled "Business License"
 - d. Second and Final Reading of Ordinance 2025-35 amending Chapter 3, "Building Regulations" of the Code of Ordinances to add new Articles 3.10 and 3.11, Entitled "Acquisition, Disposition, and/or Use of City Property"
 - e. Approval to surplus Fire Department 2006 Brush Truck - Brush 2
 - f. Approval to donate the Fire Department 2006 Brush Truck
8. **Management Items:** Present, discuss, consider and possibly take action regarding:
 - a. Final Plat Approval for Los Prados Phase I
 - b. Approval of Water Access Agreement between City of Mercedes and North Alamo Water Supply Corporation for the provision of water services to the Mirasol Country Estates Subdivision.
 - c. Approval of Request for a Letter of Support to Congress to earmark funds by the American Legion, JA Garcia, Post 172
 - d. Request for Sponsorship by Mr. Silver Trevino for Golf Tournament for Veterans
 - e. Approval to exercise Eminent Domain for the extension of Wastewater on Business 83 and Mile 2 West

- f. Approval of Easement Agreement for Underground Sanitary Sewer Lift Station
- g. Approval of Easement Agreement for Underground Sanitary Sewer Pipeline
- h. Adoption of Finance Policies regarding Write Off's, Payroll, and Cash Short and Over
- i. Approval of Budget Amendment for Fire Department to move funds from Capital Outlay to Operations
- j. Approval of Adding a New Part-Time Position titled Field Operation Analyst

9. Ordinances/Resolutions

- a. First Reading of Ordinance 2025-32 amending Chapter 4 "Business Regulations" of the Code of Ordinances to add a new section, Article 4.14 entitled "Donation Boxes"
- b. Tabled: Approval of First Reading of Ordinance 2025-33 amending Water Conservation and Drought Contingency Plan
- c. Consideration and approval of an ordinance 2025-36 authorizing the issuance of "City of Mercedes, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2025"; Providing for the Payment of said Certificates by the Levy of an Ad Valorem Tax Upon All Taxable Property within the City and Further Securing said Certificates by a Lien and Pledge of the Pledged Revenues of the System; and Providing an Effective Date
- d. Consideration and approval of a Resolution 2025-26 by the City Commissioner of the City of Mercedes, Texas Authorizing and approving Publication of Notice of Intention to Issue Certificates of Obligation; Complying with the requirements contained in securities and exchange commission rule 15c2-12; and Providing an Effective Date
- e. Approval of Agreement and Resolution 2025-27 for the Temporary Closure of State Right-of-Way for Christmas Parade

10. Monthly Departmental Reports

- a. IT, Recreation Center, Planning, Library, Finance, Fire, City Sec/HR, Police

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

- a. Discussion with City Manager regarding personnel matters - Section 551.074
- b. Consultation with Attorney regarding update and potential litigation - Section 551.071
- c. Consultation with Attorney regarding Project Anchor - Section 551.087
- d. Discussion regarding Project First Street Initiative - Section 551.087

12. Open Session

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

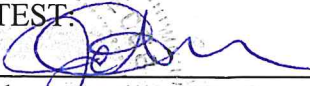
13. Adjournment

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a Regular Meeting on Tuesday, November 18, 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 12TH DAY OF NOVEMBER, 2025.

ATTEST:



Joselynn Castillo, City Secretary

Time of Posting: 8:15 P.M.

ACCESSIBILITY STATEMENT

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



Office of the MAYOR CITY OF MERCEDES



Proclamation

HONORING MS. ABRIANNA GALINDO

WHEREAS, the City of Mercedes proudly recognizes outstanding young citizens who demonstrate excellence, leadership, and commitment to representing our community with pride and distinction; and

WHEREAS, Ms. **Abrianna Galindo**, a dedicated member of the **Mercedes High School Cheerleading Team**, has once again achieved the honor of being selected as an **All-American Cheerleader** by **Varsity Spirit**, the global leader in cheerleading and dance team programs, apparel, and competitions; and

WHEREAS, Abrianna earned this prestigious recognition during the **National Cheerleaders Association (NCA) Camp** held at Embassy Suites on **July 7–10, 2025**, where her outstanding skill, leadership, and spirit set her apart among the top 12% of cheerleaders across the nation; and

WHEREAS, Ms. Galindo will represent **Mercedes High School** and the **City of Mercedes** in the **Pearl Harbor Memorial Parade** in **Honolulu, Hawaii**, from **December 3–9, 2025**, joining fellow All-American cheerleaders from across the country in honoring the 84th Anniversary of the attack on Pearl Harbor and paying tribute to our nation's veterans and their families; and

WHEREAS, this marks the **second consecutive year** that Abrianna has been selected for this distinguished honor, reflecting her continued excellence, dedication, and the strong values instilled by her school, family, and community; and

WHEREAS, Ms. Galindo serves as an inspiring role model for her peers, demonstrating how talent, faith, and perseverance can open doors to remarkable opportunities and unforgettable experiences; and

NOW, THEREFORE, I, Oscar D. Montoya Sr., Mayor of the City of Mercedes, Texas by virtue of the authority vested in me and on behalf of the City Commissioners Dr. Ruben J. Saldana, Dr. Jacob C. Howell, Joe Martinez and Armando Garcia do hereby proclaim December 3 - 9, 2025 as:

“ABRIANNA GALINDO WEEK”

In the City of Mercedes, and urge all citizens to join me in congratulating her on this outstanding achievement and in wishing her continued success as she represents our community on the national stage.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mercedes to be affixed this 18th day of November, 2025.

CITY OF MERCEDES

ATTEST:

**OSCAR D. MONTOYA SR.,
MAYOR**

**JOSELYNN CASTILLO,
CITY SECRETARY**

**MERCEDES CITY COMMISSION
REGULAR MEETING
OCTOBER 21, 2025 – 6:30 PM
MERCEDES CITY HALL – COMMISSION CHAMBERS
400 S. OHIO AVE., MERCEDES, TX 78570**

MEMBERS PRESENT: Mayor Oscar Montoya
Commissioner Joe Martinez
Commissioner Jacob Howell
Commissioner Armando Garcia
Mayor Pro-Tem Ruben Saldana

MEMBERS ABSENT:

STAFF PRESENT: Alberto Perez, City Manager
Joselynn Castillo, City Secretary
Martie Garcia Vela, City Attorney
Jonas Gonzalez, Assistant City Manager
Meredith Hernandez, Finance Director
Francisco Sanchez, Police Chief
Michael Rocha, I.T Director
Kristine Longoria, Human Resources Director
Marisol Vidales, Library Director
Denisse Hernandez, Planning Director
Richard Morin, Recreation Director
Armando Villela, Parks Director

OTHERS PRESENT: Orlando Diaz, Nelda Longoria, Juan Vasquez, Michelle Muniz

- 1. Call Meeting to Order**
Mayor Montoya welcomed all attendees and called the meeting to order at 6:33 P.M.
- 2. Establish Quorum**
All members of the Commission were present, constituting a full quorum.
- 3. Invocation**
Commissioner Martinez led the invocation.
- 4. Pledge of Allegiance**
Commissioner Garcia led the Pledge of Allegiance.
- 5. Open Forum**
There were no residents signed up to speak during the Open Forum.
- 6. Consent Agenda**
 - a. Approval of Minutes for Meeting(s) held October 7, 2025

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

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

a. Approval of appointments/reappointments to the Keep Mercedes Beautifully committee
Parks Director Mr. Villela recommended the appointment of Samuel Garcia and Gilbert Vasquez. Commissioner Martinez motioned to approve the appointments, and Commissioner Garcia seconded the motion. Upon a called vote, the motion passed unanimously.

b. Approval of Budget Amendment for Building Maintenance to divide the funds by departments

Mr. Perez stated that building maintenance supplies will be divided by department to identify needs, which will assist with budgeting. Commissioner Martinez motioned to approve the plan, and Commissioner Howell seconded the motion. Upon a called vote, the motion passed unanimously.

c. Approval of Vehicle Budget Amendment to move from PD and Streets Capital Outlay to Vehicle Lease Equipment

Mr. Perez informed the Commission that funds originally budgeted for five vehicles will be moved to the lease budget line item to lease a total of eleven vehicles. In response to a question, Ms. Hernandez explained that the lease line item contains funds because the city has Police Department units under lease.

Mayor Pro-Tem Saldana motioned to approve the vehicle leasing plan, subject to legal review of the lease agreement. Commissioner Garcia seconded the motion. The leasing plan is considered beneficial as it eliminates the need for outright vehicle purchases and allows the city to maintain newer vehicles more efficiently. Upon a called vote, the motion passed unanimously.

8. Ordinances/Resolutions

a. Approval of Resolution 2025-24 updating the authorized signatories for Wells Fargo Bank

Ms. Hernandez stated that the account in question is a backup account and needs to be updated to reflect the current staff. Commissioner Howell motioned to approve the update, and Mayor Pro-Tem Saldana seconded the motion. The funds in this account are strictly for payroll purposes. Upon a called vote, the motion passed unanimously.

b. Approval of Resolution 2025-25 denying the Texas Gas Service Company's intent to increase rates

Mayor Pro-Tem Saldana motioned to approve. Commissioner Garcia seconded the motion. Upon a called vote, the motion passed unanimously.

c. Approval of First Reading of ordinance 2025-33 amending Water Conservation and Drought Contingency Plan

Ms. Denisse Hernandez stated that the proposed regulations aim to require permits and

inspections for water wells and to prevent future unauthorized wells. In response to a question, Ms. Hernandez noted that not all subdivisions allow water wells and that some require connection to city water lines.

There was discussion regarding applicable Texas law. Mayor Pro-Tem Saldana expressed concern about banning all wells without any provisions, while Commissioner Martinez noted that some residents use water wells for watering their yards. Mayor Montoya suggested obtaining legal and engineering opinions and reviewing ordinances from other cities before taking action.

Commissioner Martinez motioned to table the item for further review, and Mayor Pro-Tem Saldana seconded the motion. Upon a called vote, the motion passed unanimously.

- d. Approval of First Reading of Ordinance 2025-34 amending Chapter 4 "Business Regulations" of the Code of Ordinances to add a new section, Article 4.13 entitled "Business License"

Ms. Hernandez stated that the ordinance had been previously approved but will now include a penalty provision. She noted that some businesses have not applied for a business license. Legal recommended a public awareness campaign via social media. The standard business license fee is \$80.00, while the penalty for noncompliance is \$500.00. In response to a question, Ms. Hernandez reported that approximately 20 businesses have not yet purchased their business license.

Commissioner Martinez motioned to approve the updated ordinance, and Mayor Pro-Tem Saldana seconded the motion. Upon a called vote, the motion passed unanimously.

- e. Approval of First Reading of Ordinance 2025-35 amending Chapter 3, "Building Regulations" of the Code of Ordinances to add new Articles 3.10 and 3.11, Entitled "Acquisition, Disposition, and/or Use of City Property"

Ms. Hernandez stated that the primary purpose of the ordinance is to regulate cell towers. She noted that a party has contacted the city regarding the installation of a tower, and this ordinance will ensure proper regulation. Ms. Hernandez explained that the ordinance is modeled after the City of Pharr's regulations.

Commissioner Martinez motioned to approve the ordinance and forego the reading, and Commissioner Garcia seconded the motion. In response to a question, Ms. Hernandez stated that businesses must comply with both State and City laws regarding cell towers. Mayor Pro-Tem Saldana clarified that the ordinance pertains to city property use and inquired about the specific problem being addressed. Ms. Hernandez noted that State law allows 120 days for review, after which plans are automatically approved. The ordinance will provide the city additional time to review plans, particularly for towers located on city easements.

Upon a called vote, the motion passed unanimously.

9. Bids/Contracts

- a. Discussion and Possible Action on Approval of Interlocal Agreement City of Weslaco and City of Mercedes Mid-Valley Regional Communication Center
Commissioner Howell motioned to approve. Mayor Pro-Tem Saldana seconded the motion. Upon a called vote, the motion passed unanimously.

10. Monthly Departmental Reports and Accomplishments

- a. Planning, Recreation Center, Finance, Police Dept., City Secretary, Parks, I.T., Fire Dept., Library, Public Works, Human Resources

Finance:

Ms. Hernandez reported that it was a challenging year due to new staff. A CPA has been engaged to review the books on a monthly basis.

Recreation Center:

Mr. Morin updated the Commission on the increase in children's programs and partnerships with nearby cities. Mr. Puckett provided information on the aquatic program, noting approximately 50 children participating in the pool. Commissioner Howell recommended adding a slide and diving board and suggested painting the building. Mr. Morin stated that quotes for a new slide are being obtained.

Planning:

Ms. Hernandez reported that internal issues are being addressed, revenues collected, and preparations for subdivisions are underway. Commercial developments have been received, and permits have been issued accordingly. Mr. Perez noted that sludge haulers sometimes spill, requiring staff to clean up, but the ordinance now includes penalties for such spills. Updates were provided on weedy lots, demolitions, and homestead home removals.

Police Department:

Chief Sanchez and Lt. Diaz provided an update on grants and funding. Chief Sanchez highlighted the acquisition of new systems and tablets, increases in Municipal Court revenues, awards received, and training attended. He noted that traffic detail assignments are now available to officers.

City Secretary:

Ms. Castillo reported on 29 resolutions and multiple contracts, including those for a judge and IPaws services. Efforts continue to digitize records and claims. Vehicle purchases were made across all departments. Funds totaling \$15,661 were received via auction. A new incident reporting form and a committee for incident management were established. A new platform with NextRequest has been implemented to improve efficiency in responding to records requests. Mayor Montoya inquired about an essential employee policy and requested ICS training for all department heads.

Parks:

Mr. Villela provided updates on park improvements, lighting, and basketball court upgrades. Plans are underway for a basketball tournament. Commissioner Howell recommended that all new playground equipment be all-inclusive. Mr. Villela confirmed that future playground equipment will be inclusive. Grants and other funds received were

also noted.

Information Technology (I.T.):

Mr. Rocha reported updates to the city website, the transition from CodeRed to IPaws and CivicPlus for notification systems, and CivicRec for facility reservations. An internal staff portal with forms has been implemented, along with new camera systems. Mr. Rocha noted that Magic Valley donated a utility pole for a camera to monitor sludge haulers. Mayor Montoya commended the I.T. department in their presentation.

Library:

Ms. Vidales and Ms. Michelle Muniz updated the Commission on the historic preservation project, awards received, library events, grants, Spanish classes, and craft programs for adults and children. Beanstack has been implemented for reading challenges, and the summer reading program exceeded prior years' participation.

Public Works:

Ms. Nelda Longoria reported on accomplishments including sidewalk repairs and street resurfacing. Cast iron and asbestos materials have been identified, and old structures leading into the sewer system are recommended for replacement. Mr. Perez stated that SAM is approximately two months away from completing GIS mapping.

Human Resources:

Ms. Longoria reported that onboarding has been digitized, leave requests are paperless, and electronic signatures for timesheets are being implemented. She noted that 68 new employees have been onboarded, reducing the time from interviews to hire date. Employee birthdays are being highlighted, and standardized departmental goals with KPIs have been established. She added that she is managing building maintenance through the work order system, which helps prioritize tasks. Free staff trainings are planned.

Ongoing projects include improvements to the Rec Center roof, Library roof, and City Hall. Efforts are being made to improve the Civic Center using available materials. The Commission recommended renovating the exterior of the building. Commissioner Martinez suggested reaching out to artists for a mural on the north exterior wall. Additional improvements noted include restrooms, kitchen, floors, exterior, and door keys.

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, and Commissioner Garcia seconded the motion. Upon a called vote, the meeting entered executive session at 9:04 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 9:55 P.M.

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

13. Adjournment

Commissioner Martinez motioned to adjourn the meeting, and Commissioner Garcia seconded. The motion carried, and the meeting was adjourned at 9:56pm.

[MIN_SIGNATURES]

ORDINANCE NO. 2025-31

AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 13 “UTILITIES,” ARTICLE 13.03.00 “WATER AND SEWERS,” TO ADD DIVISION 13.03.007 “FIRE HYDRANT AND DOUBLE STRAP SADDLE SPECIFICATIONS”; PROVIDING FOR ADOPTION OF TECHNICAL STANDARDS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Section 1. Amendment.

The Code of Ordinances of the City of Mercedes, Texas, Chapter 13, “Utilities,” Article 13.03.00, “Water and Sewers,” is hereby amended to add a new Division 13.03.007, which shall read as follows:

DIVISION 13.03.007 – FIRE HYDRANT AND DOUBLE STRAP SADDLE SPECIFICATIONS

1. Purpose.

The purpose of this division is to establish uniform specifications and installation requirements for fire hydrants and double strap saddles used within the City of Mercedes, Texas, to ensure compliance with industry standards, public safety, and protection of the City’s water infrastructure.

2. Double Strap Saddle Specifications.

All double strap saddles installed within the City shall meet the following minimum requirements:

1. Outlet tapped with either AWWA taper (C.C.) or AWWA I.P. thread (F.I.P.T.).
2. Maximum working pressure: 200 psig (1380 kPa/13.80).
3. Only double strap saddles are permitted.
4. Straps shall be made of brass.
5. Straps shall be flattened silicon brazed.
6. Cast nuts shall have integral washers.
7. Straps shall have rolled threads.
8. Outlet shall be O-ring sealed.
9. All saddles three (3) inches and above shall be brass.
10. Saddles shall meet all applicable parts of ANSI/AWWA C800.
11. Saddles shall be NSF 61 Certified.
12. All components in contact with potable water must comply with the U.S. Federal Safe Drinking Water Act, effective January 4, 2014.

3. Fire Hydrant Specifications.

(a) General Requirements.

1. Hydrants shall comply with AWWA C502, AWWA C550 (coatings), AWWA C111 (joints), NSF/ANSI 61 & 372, and TCEQ 30 TAC 290.
2. Hydrants shall be installed in accordance with NFPA 24.
3. Fire flow testing and color coding shall be in accordance with NFPA 291.
4. Hydrants must be UL/FM approved where required.

(b) Performance Standards.

1. Working pressure: 250 psi minimum.
2. Hydrostatic test: 500 psi.
3. Main valve opening: 5-1/4 inch minimum.
4. Nozzles: two (2) 2-1/2 inch NST and one (1) 4-1/2 inch NST, with local fire department threads as directed.
5. Operating direction: open left (counter-clockwise) unless otherwise directed.
6. Drainage: automatic drains with gravel pocket, or plugs where groundwater risk exists.
7. Materials: ductile iron body, bronze seat rings, stainless steel stem, EPDM O-rings.
8. Coating: fusion bonded epoxy, inside and outside, per AWWA C550, 8–12 mil DFT.
9. Markings: year, manufacturer, and open direction cast on hydrant.
10. Warranty: minimum ten (10) years on hydrant and twenty-five (25) years on main valve/bonnet sealing.

4. Fire Hydrant Installation Requirements.

1. Hydrants shall only be installed on mains six (6) inches in diameter or larger.
2. Each hydrant shall have a six (6) inch auxiliary resilient-seated gate valve located two (2) to five (5) feet from the hydrant shoe.
3. Hydrant bury depth shall provide eighteen (18) inches $\pm$ two (2) inches nozzle height above grade.
4. Thrust blocks or mechanical restraint shall be provided at all tees and fittings.
5. A minimum of three (3) feet clear space shall be maintained around hydrant, with pumper nozzle oriented toward roadway.
6. Hydrant leads shall be disinfected and tested per AWWA C600 and C651.
7. Fire flow testing shall be performed, and hydrants painted per NFPA 291 color coding.
8. The top of the hydrant shall have an all-weather protective cap.
9. Hydrants shall feature a 304 stainless steel upper stem piece for corrosion resistance and strength.
10. Hydrants shall include a drainage system at the hydrant shoe to keep interior dry when not in use.
11. Spare parts shall be interchangeable between models and compatible with at least ninety (90) percent of previous years' models.

5. Enforcement.

All contractors, developers, and City departments shall comply with the specifications contained in this Division. No hydrant or saddle shall be accepted by the City unless it meets these requirements.

Section 2. Severability.

If any provision of this ordinance is declared invalid, such invalidity shall not affect the remaining provisions, which shall continue in full force and effect.

Section 3. Effective Date.

This ordinance shall take effect immediately upon passage and approval.

PASSED AND APPROVED this 7th day of October, 2025.

PASSED, APPROVED, AND ADOPTED this 4th day of November, 2025.

CITY OF MERCEDES, TEXAS

Oscar D. Montoya Sr., Mayor

ATTEST:

Joselynn Castillo, City Secretary

Martie Garcia-Vela, City Attorney

DATE: November 18, 2025
FROM:
ITEM: Discussion and possible action to Second and Final Reading of Ordinance 2025-34 amending Chapter 4 "Business Regulations" of the Code of Ordinances to add a new section, Article 4.13 entitled "Business License"

BACKGROUND INFORMATION:

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

LEGAL REVIEW:

ATTACHMENTS:

1. ORDINANCE NO-BUSINESS LICENSE

STAFF RECOMMENDATION:

ORDINANCE NO.: 2025-34

AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS, AMENDING CHAPTER 4 “BUSINESS REGULATIONS” OF THE CITY OF MERCEDES CODE OF ORDINANCES TO ADD A NEW SECTION, ARTICLE 4.13, ENTITLED “BUSINESS LICENSE”; PROVIDING FOR THE ADOPTION OF FOOD ESTABLISHMENT RULES, DEFINITIONS, PERMITTING REQUIREMENTS, FEES, INSPECTIONS, SUSPENSION AND REVOCATION PROCEDURES, ADMINISTRATIVE PROCESS, AND PENALTIES; PROVIDING FOR SEVERABILITY, REPEALER, AND EFFECTIVE DATE; AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT.

WHEREAS, the City of Mercedes, Texas (“City”), is a home-rule municipality organized and operating under the laws of the State of Texas and the City Charter; and

WHEREAS, the City Commission of the City of Mercedes recognizes the importance of establishing uniform standards and procedures to regulate businesses operating within the City in order to promote public health, safety, and welfare; and

WHEREAS, the City Commission finds it necessary to adopt clear licensing, inspection, and enforcement provisions to ensure that all business establishments, including food establishments, operate in compliance with state and local regulations; and

WHEREAS, the City Commission further finds it necessary to establish a business license program, to provide a structured permitting process, and to ensure ongoing compliance through annual inspections and renewals; and

WHEREAS, the City Commission has determined that amending Chapter 4, “Business Regulations,” of the Code of Ordinances by adding a new Article 4.13, “Business License,” is in the best interest of the citizens of Mercedes and is necessary to protect the health, safety, and general welfare of the public;

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

**ARTICLE 4.13
BUSINESS LICENSE**

SECTION I. ADOPTION OF FOOD ESTABLISHMENT RULES

- A.** The City of Mercedes, Hidalgo County, Texas adopts by reference the provisions of the current rules as amended by the Board of Health found in 25 Texas Administrative Code, Chapter 229, and Section 161 through 171, and 173 through 174 regarding the regulation of Food Establishment in this jurisdiction.

DEFINITIONS

- a. The words “Authorized Agent or Employee” mean the employees of the regulatory authority.
- b. The words “Business Establishment” mean a food service establishment, a retail food store, a temporary food establishment, and a mobile food unit and/or roadside food vendor.
- c. The words “Municipality of Mercedes” in this ordinance shall be understood to refer to the City of Mercedes Hidalgo County, Texas.
- d. The words “State Rules” mean the state rules found at 25 Texas Administrative Code, Chapter 229, Section 161 through 171 and Sections 173 through 175. These rules are also known as the (TFER) Texas Food Establishment Rules.
- e. The words “Regulatory Authority” mean the Health Department of the City of Mercedes, Hidalgo County, Texas.

SECTION II. PERMITS AND EXEMPTIONS

- A. A person may not operate a food establishment without a permit issued by the Regulatory Authority. Permits are not transferable from one person to another or from one location to another location, except as otherwise permitted by this Ordinance. A valid permit must be posted in or on every Business Establishment regulated by this Ordinance.
- B. A Business Establishment operated solely by a Non-Profit Organization is exempt from the permitting requirements of this Ordinance, but is not exempt from compliance with State Rules. The Regulatory Authority may require any information necessary to determine whether an Organization is Non-Profit for purposes of this exemption.

SECTION III. APPLICATION FOR PERMIT AND FEES

- A. Any person desiring to operate a Business Establishment must make a written application for a permit on forms provided by the Regulatory Authority. The application must contain the name and address of each applicant, the location and type of the proposed Business Establishment and the applicable fee. An incomplete application will not be accepted. Failure to provide all required information or falsifying information required may result in denial or revocation of the permit. Renewals of permit are required on an annual basis and the same information is required for a renewal permit as for an initial permit.
- B. Prior to the approval of an initial permit or the renewal of an existing permit, the Regulatory Authority shall inspect the proposed Business Establishment to determine compliance with State Laws and Rules. A Business Establishment that does not comply with State Laws and Rules will be denied a permit or the renewal of a permit.
- C. The following fee schedule applies to permits issued under this ordinance.
 - 1. Health Inspection - \$ 250.00 initial and \$50.00 annual
 - 2. Fire Inspection - \$ 30.00 initial and annual
 - 3. Facility Inspection - \$ 30.00 initial and annual
 - 4. Business License - \$ 100.00 initial and \$80.00 annual renewal
 - 5. Vendors permit - \$ 30.00 initial and annual

SECTION IV. REVIEW OF PLANS

- A.** Whenever a Business Establishment is constructed or extensively remodeled and whenever an existing structure is converted to use as a Business Establishment, properly prepared plans and specifications for such construction, remodeling or conversion shall be submitted to the Regulatory Authority for review before work is begun (20% or greater of the area of the Business Establishment). The plans and specifications shall indicate the proposed layout, equipment arrangements, mechanical plans and construction materials of work area, and the type and model of proposed fixed equipment and facilities. The Regulatory Authority will approve the plans and specifications if they meet the requirements of the rules adopted by this Ordinance. The approved plans and specifications must be followed in construction, remodeling or conversion.
- B.** Failure to follow the approved plans and specifications will result in a permit denial, suspension or revocation.

SECTION V. SUSPENSION OF PERMIT

- A.** The Regulatory Authority may without warning, notice or hearing suspend any permit to operate a Business Establishment if the operation of the Business establishment constitutes an imminent hazard to the public. Health suspension is effective upon service of the notice required by paragraph (5)(B) of this Ordinance. When a permit is suspended, all business operations shall be immediately ceased. Whenever a permit is suspended, the holder of the permit shall be afforded an opportunity for a hearing within 20 days of receipt of a request for a hearing.
- B.** Whenever a permit is suspended, the holder of the permit or the person in charge shall be notified in writing that the permit is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the Regulatory Authority by the holder of the permit within ten days. If no written request for hearing is filed within ten days, the suspension is sustained. The Regulatory Authority may end the suspension at any time if reason for suspension no longer exists.

SECTION VI. REVOCATION OF PERMIT

- A.** The Regulatory Authority may, after providing opportunity for a hearing, revoke a permit for serious or repeated violations of any of the requirements of these rules or for interference with the Regulatory Authority in the performance of its duties. Prior to revocation, the Regulatory Authority shall notify the holder of the permit or the person in charge, in writing of the reason for which the permit is subject to revocation and that the permit shall be revoked at the end of the ten days following service of such notice unless a written request for a hearing is filed with the Regulatory Authority by the holder of the permit within such ten day period.
- B.** If no request for hearing is filed within the ten days period, the revocation of the permit becomes final.

SECTION VII. ADMINISTRATIVE PROCESS

- A. A notice as required in these rules is properly served when it is delivered to the holder of, the permit or the person in charge or when it is sent by registered or certified mail, returned receipt requested, to the last known address of the holder of the permit. A copy of the notice shall be filed in the records of the Regulatory Authority.
- B. The Regulatory Authority shall conduct the hearing provided for in these rules at a time and place designated by it. Based upon the recorded evidence of such hearing, the Regulatory Authority shall make final findings, and shall sustain, modify or rescind any notice or the Regulatory Authority shall furnish order considered in the hearing decision to the holder of the permit.

SECTION VIII. PENALTIES

- A. Any person who violates any provision of this ordinance, and any person who is the permit holder of, or otherwise operates, a business establishment in violation of these requirements, including any responsible officer of such permit holder, shall be guilty of a Class C misdemeanor as provided by law, and upon conviction shall be subject to a fine not to exceed five hundred dollars (\$500.00) for each offense. Each separate day, and each separate occasion, that a violation occurs or continues shall constitute a distinct offense.
- B. Business licenses not renewed within thirty (30) days of expiration shall be subject to a late penalty fee of thirty dollars (\$30.00) per month until renewal.
- C. Any business that fails to renew its license shall remain liable for all unpaid renewal fees. Upon renewal, the business shall be required to pay the current license rate in addition to any back payments owed for prior years during which the license was not renewed.

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 this 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 zoning ordinance to be published in a newspaper of local circulation.

READ, DISCUSSED, AND APPROVED ON THIS THE 21 DAY OF OCTOBER, IN THE YEAR OF OUR LORD, 2025.

1st Reading: October 21, 2025

2nd Reading: November 4, 2025

CITY OF MERCEDES:

Oscar D. Montoya, Mayor

ATTEST:

Joselynn Castillo
City Secretary

APPROVED AS TO FORM:

Martie Garcia Vela
City Attorney

DATE: November 18, 2025
FROM:
ITEM: Discussion and possible action to Second and Final Reading of Ordinance 2025-35 amending Chapter 3, "Building Regulations" of the Code of Ordinances to add new Articles 3.10 and 3.11, Entitled "Acquisition, Disposition, and/or Use of City Property"

BACKGROUND INFORMATION:

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

LEGAL REVIEW:

ATTACHMENTS:

1. ORDINANCE NO ACQUISITION, DISPOSITION, AND-OR USE OF CITY PROPERTY

STAFF RECOMMENDATION:

ORDINANCE NO.: 2025-35

AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS, AMENDING CHAPTER 3, “BUILDING REGULATIONS,” OF THE CITY OF MERCEDES CODE OF ORDINANCES TO ADD NEW ARTICLES 3.10 AND 3.11, ENTITLED “ACQUISITION, DISPOSITION, AND/OR USE OF CITY PROPERTY” AND “SMALL CELL DESIGN MANUAL”; PROVIDING REGULATIONS, PROCEDURES, AND FEES FOR THE USE, MANAGEMENT, AND RELEASE OF CITY-OWNED PROPERTY, EASEMENTS, AND RIGHTS-OF-WAY; ESTABLISHING DESIGN AND PLACEMENT STANDARDS FOR SMALL CELL WIRELESS FACILITIES; PROVIDING FOR ADMINISTRATION, ENFORCEMENT, PENALTIES, SEVERABILITY, REPEALER, AND AN EFFECTIVE DATE.

WHEREAS, the City of Mercedes, Texas (“City”), holds and manages public rights-of-way, easements, and other City-owned property in trust for the benefit of its residents and the traveling public; and

WHEREAS, the City Commission of the City of Mercedes (“City Commission”) recognizes the need to establish clear and consistent regulations governing the use, acquisition, disposition, and management of City-owned property, public easements, and rights-of-way to ensure orderly growth, public safety, and the protection of municipal assets; and

WHEREAS, the City Commission further recognizes the importance of regulating the installation and maintenance of small cell wireless communication facilities in the public right-of-way in order to comply with Chapter 284 of the Texas Local Government Code, maintain aesthetic standards, and preserve the character of the community; and

WHEREAS, the proposed Article 3.10 – Acquisition, Disposition, and/or Use of City Property establishes permitting procedures, administrative authority, and fee schedules to manage requests involving City property, easements, and rights-of-way; and

WHEREAS, the proposed Article 3.11 – Small Cell Design Manual provides uniform design and placement standards for small cell and wireless network facilities within the City’s rights-of-way, ensuring safety, compatibility, and compliance with state and federal law; and

WHEREAS, the City Commission finds that adopting these regulations will promote transparency, accountability, and consistency in the administration of City property and right-of-way use; and

WHEREAS, the City Commission deems it necessary and in the best interest of the health, safety, and general welfare of the citizens of Mercedes to amend Chapter 3, “Building Regulations,” to include these new articles;

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

ARTICLE 3.10
ACQUISITION, DISPOSITION, AND/OR USE OF CITY PROPERTY

SECTION I. DEFINITIONS.

- A. *City* means the City of Mercedes.
- B. *Director* means the director of the department responsible for the applicable duty.
- C. *Easement* means an interest in land granted to the city, to the public generally, and/or to a private utility corporation.
- D. Encroachment means any intrusion from abutting property of other use of city property, whether the property is owned in fee or by easement.
- E. *Petition* means a written request by a petitioner for rights or privileges under this chapter. The petition may be in letter form and must state the location of the affected city property and the purpose and cope of the proposed use of disposition of the property. The petition must further include such attachments and additional detail as the director may require.
- F. *Petitioner* means a person requesting a right or privilege governed by this chapter. More than one person may combine as one petitioner, but in such case each is jointly and severally liable for the obligations of the petitioner.
- G. *Public right-of-way* means a strip of land used or intended to be used, wholly or in part, as a public street, alley, crosswalk, sidewalk, or drainage way.
- H. *Real property*, as used in this chapter, includes any estate in land, easement, right-of-way, lease, permit, license, franchise, future interest, building, fixture, or any other right, title or interest in land or a building.

SECTION II. GENERAL PROVISIONS.

- A. No person shall use any public right-of-way, or any property in which the City holds an interest, whether in fee or easement, in any manner governed by this Chapter without first obtaining the appropriate rights as provided herein. Nothing in this Chapter shall require a permit, license, or other authorization for utilities lawfully permitted to install facilities within streets or alleys pursuant to state law or other applicable authority.
- B. The director may require recording of instruments granting rights under this chapter in the official public records of real property of the county in which the land is situated. Petitioner must pay the recording cost.
- C. Except as otherwise provided, the director may approve a permit or right of entry under this chapter without city commission action, if the permitted use conforms to the requirements of this chapter.

- D. Except as expressly stated, this chapter delegates no authority to approve, without action from the city commission, leases and license agreements, including renewals or continuations of rights previously granted. But nothing in this chapter impairs a delegation of authority outside this chapter.
- E. Delegation of Authority.
 - 1. Any City officer to whom authority is delegated under this Chapter may further delegate such authority to subordinates.
 - 2. Authority to bind the City to a contract shall not be delegated below the level of Director, except when personally delegated by the City Manager or Assistant City Manager.
 - 3. All delegations of authority shall be made in writing.
 - 4. Notwithstanding the foregoing, the City official delegated authority over real estate matters may execute and bind the City to all contracts, deeds, and other instruments necessary to implement real estate transactions approved by the City Commission.
- F. Duration and Termination of Rights.
 - 1. Permits issued under this Chapter shall have an indefinite duration but may be terminated at any time by action of the City Commission.
 - 2. Licenses issued under this Chapter shall have a fixed duration and may be terminated pursuant to their terms.
 - 3. Neither permits nor licenses issued under this Chapter shall create any property rights, and no permittee or licensee shall be entitled to compensation upon revocation of such permit or license.
- G. Permits will require the following information:
 - 1. The city's identity as the issuing authority.
 - 2. The identity and address of the permittee.
 - 3. Legal description of the affected city property.
 - 4. The scope of the activity permitted.
 - 5. The permit's indefinite duration (subject to revocation by city commission).
 - 6. Any special conditions imposed under this chapter. Permits should be signed on behalf of both the city and the petitioner and be in recordable form. Permits should be recorded in the real property records of the county in which the affected city property is located, but failure to record does not destroy the effectiveness of the permit.
- H. All construction, excavation, and placement of utilities or other facilities in public rights-of-way are subject to regulation.
- I. When fair market value must be determined under this chapter, the following procedures apply:
 - 1. A director may require that an independent professional appraisal be obtained. In such case, petitioner and the city will jointly select the appraiser, if they can agree. If they cannot promptly agree, city selects the appraiser. In either case, petitioner pays for the

appraisal. Except as otherwise stated in a particular section, independent professional appraisals are of the fee simple interest in the affected land, according to its highest and best use.

2. Alternatively, and at the director's discretion, a director may rely on an average of the per-square-foot Hidalgo County Appraisal District assessed values in the vicinity. If the property being appraised does not have structures, the director should consider only land values, not improvement values.
 3. In choosing between requiring a formal appraisal or relying on Hidalgo County Appraisal-assessed values, a director should balance whether the probable cost of a formal appraisal is disproportionate to the probable value of the affected property. Streets and alleys must be appraised not as rights-of-way but as if marketable fee-simple title to the affected property were in private hands and the city were condemning it for public-street right-of-way. Appraisals of other strips or oddly configured parcels must not be discounted because of the parcels' configuration.
- J. Those receiving rights under this chapter must maintain in good repair and condition any structure, covering, or appurtenance and the accompanying structural members extending over, under, or on public rights-of-way, drainage, or utility easement, or other city property. No such encroachment may be a nuisance or safety hazard. All such encroachments, when built, rebuilt or renovated, must conform to the latest edition of the International Building Code and other applicable building discipline codes.
 - K. Grants of rights under this chapter do not relieve petitioner of any other approvals, permits, or licenses that may otherwise be required. No permit or license should be granted under this chapter if the proposed use would impair the primary public purpose of the affected public right-of-way or other city property.
 - L. Property owners may install and maintain mail boxes conforming to U.S. Postal Service regulations without a permit or license under this chapter.
 - M. Before granting or recommending granting rights under this chapter, the director may canvass some or all interested city departments. Utility agencies, and registered neighborhood associations in the vicinity. Based on comments received, the director may impose or recommend imposing special terms as a condition of approval.
 - N. Responsibilities allocated to a city department in this chapter automatically succeed to any other department into which the designated department or the relevant function of that department is reorganized.
 - O. Nothing in this chapter impairs an otherwise applicable requirement to seek planning commission approval of a proposed transaction.
 - P. All fees required under this Chapter shall be waived for governmental petitioners, other than utility agencies. Such waiver shall not extend to out-of-pocket costs or to the obligation to pay fair market value for property interests.
 - Q. Except as may be specifically provided as to a particular fee, all processing and other fees and charges provided for in this chapter are non-refundable.

- R. No petitioner seeking rights under this chapter may acquire such rights before paying in full for all previously obtained rights of the type governed by this chapter.

SECTION III. PERMITS FOR ENCROACHMENTS ONTO PUBLIC STREETS OR ALLEYS.

A. Petitions Requirements.

1. Petitions for permits to encroach upon public streets or alleys shall be submitted to the Planning Director or the Director's designee by the owner of property abutting the right-of-way or by a property owners' association seeking to improve adjacent right-of-way.
2. If an encroachment is specifically governed by another section of this Chapter, the more specific provision shall control.
3. Each petition shall be accompanied by a non-refundable processing fee of one hundred dollars (\$100.00).
4. The Director shall establish administrative terms and procedures to implement this Section and may issue permits without specific action of the City Commission, provided the petition meets all applicable requirements.

B. Eligible Encroachments.

1. Structures primarily located on private property abutting a public street or alley that extend into the right-of-way;
2. Irrigation systems;
3. Non-commercial signs and supporting structures; and
4. Other independent installations meeting the requirements of this Section.

C. Any encroachment obstructing public passage, utility facilities, or other uses of public streets or alleys is ineligible for a permit.

D. The property owner or petitioner shall make an application on a form prescribed by the city and such application shall provide a list of requirements for submittal.

E. Petitioner must pay a \$500.00 permit fee when the permit is issued. The director may specify the construction, characteristics, quality, and placement of abutting encroachments. The city commission may require relocation or removal of an encroachment when appropriate for the efficient use of the public street or alley. The petitioner is responsible for the cost associated with relocation or removal.

F. Requests for Rights Beyond a Permit.

1. The only mechanism by which the City may grant rights more secure than a permit is through a release of the City's right-of-way interest in the affected property.
2. A petitioner seeking rights beyond those provided by a permit may request that the Director submit the request to the City Commission. Such request shall be accompanied by a non-refundable application fee of one hundred dollars (\$100.00).

3. The Director shall present the request to the City Commission without recommendation and shall inform the Commission that the request deviates from normal procedures.
4. If the City Commission approves the release, the petitioner shall pay the City an amount equal to the fair market value of the property interest, calculated as though the property were privately owned and being acquired by the City for street right-of-way purposes.

SECTION IV. GOVERNMENTAL-RELATED AGREEMENTS.

- A. Petitions for inter-jurisdictional agreements or joint use agreements by other governmental jurisdictions and by utility agencies for use of city property must be submitted to the planning director.
- B. Processing and Recording.
 1. The Planning Director may process such requests, establish administrative forms and procedures to implement this Section, and collect a processing fee of five hundred dollars (\$500.00).
 2. Agreements authorized under this Section shall be recorded in the official public records, or, in the alternative, be described in a recorded memorandum of agreement.
 3. For purposes of this Section, "City property" does not include utility easements or public streets or alleys lawfully available for use by utility agencies.
 4. Nothing in this Section shall alter the existing rights and obligations of the City or utility agencies with respect to street repairs, widenings, or rerouting.
- C. As to city fee-owned property, if petitioners pay fair market value for the property used, their rights are governed by this section. All petitioners other than utility agencies must apply under this section. Rights granted under this section have indefinite duration and may be terminated only by action of city commission.
- D. The area subject to the agreement must be as wide as reasonably necessary to maintain the line, but not less than ten feet. For the purpose of calculating the payment due, the minimum licensed area is 600 square feet.
- E. As to city fee-owned property, if petitioners do not pay fair market value for the property used, their rights are governed by this section. Rights granted under this section have indefinite duration and may be terminated only by action of city commission. If city commission terminates a utility agency's rights under an agreement subject to this section, the utility agency must, at its own expense, find an alternate place for its facilities and remove and relocate the facilities.
- F. Agreements Involving City Easement Interests.
 1. When the City holds only an easement interest in the subject property, the petitioner shall not be required to pay more than the processing fee specified above.

2. Agreements under this subsection may impose conditions to ensure the City's easement rights are not impaired.
 3. Such agreements shall be terminable only if the petitioner's use interferes with the City's easement rights.
- G. No agreement under this section grants the right to trespass on or otherwise use property in which person's other than the city have an interest. When the city does not own the fee or another owns an easement, petitioner must get consent from the owner of all non-city interests.

SECTION V. USE OF CITY EASEMENT PROPERTY BY PRIVATE PROPERTIES.

A. Petitions Requirements.

1. Petitions for the use of property encumbered by a City easement, submitted by persons other than the owner of the underlying fee interest, shall be filed with the Planning Director or the Director's designee.
2. The Planning Director may process such requests and may establish administrative forms and procedures to implement this Section.
3. This Section shall not apply to public street, alley, sidewalk, plaza, or other public area easements.

B. Fees and Limitations.

1. Petitioners shall pay an administrative fee of five hundred dollars (\$500.00).
2. Agreements authorized under this Section may impose conditions or limitations necessary to ensure that the City's easement rights are not impaired.
3. Rights granted under such agreements shall have indefinite duration and may be terminated only if the permitted use interferes with the City's easement rights.

C. Administrative Approval and Termination.

1. The Planning Director may approve agreements under this Section without action of the City Commission, provided such agreements conform to the requirements of this Section and do not impair the City's easement rights.
2. The Planning Director may terminate such agreements without City Commission action where interference with City easement rights occurs.
3. Any person whose rights are terminated by the Planning Director may appeal to the City Commission by submitting written notice of appeal to the Director. The Director shall, with reasonable dispatch, place the appeal on a City Commission agenda.
4. The responsibility for monitoring City Commission agendas to determine when the appeal will be heard shall rest solely with the appellant.

- D. A director may, without city commission action, approve agreements conforming to this section and not impairing the city's rights in the affected property. Termination may be by the director without council action. One whose rights are terminated by the director may

appeal to the city commission by sending written notice of such appeal to the director. The director must then act with reasonable dispatch to put the appeal on city commission's agenda. One appealing a termination is responsible for monitoring upcoming city commission agenda to learn when the commission will take the appeal up.

- E. No agreement under this section grants the right to trespass on or otherwise use property in which persons other than the city have an interest. Petitioner must get consent from the owner of all non-city interests.
- F. Owners of the fee underlying city easements need not apply for rights under this chapter. In no event may an underlying owner's use of the fee impair the city's easement rights.

SECTION VI. CLOSURE, VACATION, AND ABANDONMENT OF PUBLIC RIGHT-OF-WAY.

- A. Petitions for closure, vacation, and abandonment of public streets or alleys must be submitted to the planning director. The director may process requests and may establish forms and procedures to carry out this section.
- B. Abutting Property Owner Requirements.
 - 1. The petitioner shall demonstrate ownership of all abutting properties.
 - 2. The petitioner shall submit, at a minimum, a standard land survey with field notes describing each abutting owner's portion of the affected right-of-way.
 - 3. Written consent of all abutting property owners shall be required. Such consent may be provided by quitclaim deed.
 - 4. Unless the petitioner demonstrates that the City owns the right-of-way in fee simple, the right-of-way shall be presumed to exist by easement.
- C. Fees for closures, vacations, or abandonments are:
 - 1. A non-refundable processing fee of \$300.00; and
 - 2. The fair market value of the right-of-way segment being closed, vacated or abandoned.
- D. The director may require a petitioner to sign and deliver an agreement setting out the applicable closure fee and conditions imposed by city departments and utility agencies.
- E. Notice by Signage.
 - 1. Not less than ten (10) days before the Planning and Zoning Commission considers a proposed closure, vacation, or abandonment, the Planning Director shall cause signs to be posted at or near the affected right-of-way.
 - 2. Such signs shall state the proposed action and the location and dates of the Planning and Zoning Commission and City Commission hearings. Signs shall remain in place until final City Commission action is taken.
 - 3. Signs shall not be required for undeveloped ("paper") rights-of-way or for narrow slivers of right-of-way not affecting the path of public travel.

4. In addition to the processing fee, the petitioner may be required to deposit, in advance, the reasonable costs of procuring, installing, and removing the signs.
- F. Notice by Letter.
1. Not less than ten (10) days before the Planning and Zoning Commission considers a proposed closure, vacation, or abandonment, the Planning Director shall cause letters to be mailed to the persons reasonably believed to be the owners of all tracts located within five hundred (500) feet of any portion of the affected right-of-way.
 2. For the purpose of identifying ownership, the Planning Director may rely upon ownership records maintained by the Hidalgo County Appraisal District and shall not be required to make further inquiry.
 3. Letters shall not be required for undeveloped (“paper”) rights-of-way or for slivers of right-of-way not affecting the path of public travel.
- G. Closing, vacating, and abandoning public right-of-way must be approved by ordinance. Opposition by neighborhood groups may be considered by planning and zoning commission and city commission, but such opposition is not a basis for the director to fail to process a petition.

SECTION VII. WIRELESS COMMUNICATIONS TOWERS ON CITY-OWNED PROPERTY

- A. The following definitions apply to this section:
1. *City tower* means a wireless communications tower on city-owned property.
 2. *Co-locator* means any person, other than a provider, that installs wireless antennae facilities on a city tower.
 3. *Provider* means any person that erects a city tower other than the city.
- B. Petition Requirements.
1. Petitions for the right to erect a City Tower or to collocate antenna facilities on a City Tower shall be submitted to the Planning Director.
 2. The Planning Director may process such petitions and may establish administrative forms and procedures necessary to implement this Section.
 3. Tower leases and collocation licenses shall be issued for a term of ten (10) years.
- C. City Tower Leases.
1. The City may lease space for the erection of City Towers.
 2. City Towers erected pursuant to such leases shall remain the personal property of the Provider during the term of the lease.
 3. Each Provider shall be entitled to install one (1) antenna array and associated antenna facilities on the City Tower at a discounted licensing fee for the full duration of the lease.
 4. Each lease may specify the required height of the City Tower and the number of antenna array locations to be made available.

5. Upon termination of a tower lease, if the Provider fails to remove the City Tower within sixty (60) days or otherwise dispose of it, the City Tower shall be deemed abandoned and shall become the property of the City.
- D. Despite the city tower being the provider's personal property during the term of a lease, the city reserves the right to charge license fees to collocutors desiring to install antennae facilities on the city tower. If a city tower was built before adoption of this section, the provider must obtain a tower lease from the city, and any collocutor must obtain a collocation license for its antennae facilities.
- E. The city attorney must approve the form of each tower lease and collocation license that does not conform to this section, both of which must be approved by the city commission.
- F. The non-refundable processing fee for each petition for a wireless communication tower lease is \$3,500.00.

SECTION VIII. GRANTING AND RELEASING EASEMENTS.

A. Petition Requirements.

1. Petitions for the granting or release of easements shall be submitted to the Planning Department.
2. The Planning Director may process such petitions and may establish administrative forms and procedures necessary to implement this Section.
3. Each petition shall be accompanied by a non-refundable processing fee of one hundred fifty dollars (\$150.00).
4. The Planning Director may require the petitioner to demonstrate that the City holds fee ownership of the property for which the easement is sought, and that no conflicting or inconsistent rights have previously been granted.

B. Easement Fees.

1. The fee for the granting or release of an easement on City-owned property shall be the greater of three thousand dollars (\$3,000.00) or the fair market value of the easement.
2. The value of an easement released by the City shall be presumed to equal the fair market value of the fee interest, determined pursuant to the requirements of this Chapter.
3. Nothing in this Chapter obligates the City to grant an easement. The City reserves the right to negotiate a higher fee or compensation than the minimum set forth herein.

C. If requested by the director, petitioner must sign and deliver an agreement setting out the applicable fee and conditions imposed by city departments and utility agencies.

D. Easements need not be granted when they would be inconsistent with the city's use or planned use for the affected property and may be granted or released only with approval by the city commission.

SECTION IX. RIGHTS OF ENTRY.

A. Authority on City Property.

1. A Department Director may, without City Commission action, authorize surveying, measuring, testing, and similar activities on City-owned property under their departmental responsibility.
2. A right-of-entry fee of three hundred dollars (\$300.00) may be charged for such authorization.

B. Authority on Non-City Property.

1. A Department Director may, without City Commission action, enter into right-of-entry agreements permitting the City to conduct surveying, measuring, testing, and similar activities on property the City may wish to acquire, or on property the City otherwise requires access to in the course of municipal operations.
2. Department Directors are authorized to process such requests and to establish administrative forms and procedures necessary to implement this Section.
3. No payment exceeding one thousand dollars (\$1,000.00) may be made under this Section without prior approval from the City Manager or Assistant City Manager.

C. Agreements authorized by this section must be in writing and in form satisfactory to the city attorney.

SECTION X. REQUIREMENTS FOR USERS OF CITY RIGHT-OF-WAY.

A. Ground equipment.

1. Ground Equipment near street corners and intersections. Ground equipment should be minimal and the least intrusive. In accordance with V.T.C.A., Local Government Code § 284.102(1), to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at street corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within 250 feet of a street corner or a street intersection.
2. Ground equipment near municipal parks. For the safety of municipal park patrons, particularly small children, and to allow full line of sights near municipal park property, the user shall not install ground equipment in a right-of-way that is within a park or within 250 feet of the boundary line of a park, unless approved by the city manager and parks director in writing.
3. In accordance with V.T.C.A., Local Government Code § 284.102(1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the city's designee may deny a request for a proposed location if the user installs

network node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 square feet or more.

B. Concealment.

1. Concealment of network nodes and node support poles shall be required by the city in design districts with decorative poles and in historic districts pursuant to V.T.C.A., Local Government Code § 284.105.
2. It is also the city's preference that all new node support poles be camouflaged, except those located in an area zoned or predominantly industrial area. Companies shall submit their proposal for camouflage with the permit application.
3. The network node facilities shall be concealed or enclosed as much as reasonably possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible in strict accordance with the city's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with V.T.C.A., Local Government Code ch. 284.

C. Allowed colors. Colors in historic districts and design districts must be approved by the city manager from a palette of approved colors. Unless otherwise provided, all colors shall be earth tones or shall match the background of any structure the facilities are located upon and all efforts shall be made for the colors to be inconspicuous. Colors in areas other than in historic districts and design districts shall conform to colors of other installations of telecommunication providers in the immediately adjacent areas.

D. Vacation, discontinuance, removal or relocation.

1. In the event that city closes, abandons, or vacates any rights-of-way that contains facilities, any such closure, abandonment, vacation, or conveyance effectuating same shall be subject to, and conditioned upon, the rights of the users of such rights-of-way.
2. In accordance with applicable law, upon the revocation, termination, or expiration and non-renewal of an applicable franchise agreement, license, or permit, either:
 - i. By mutual agreement of city and a user;
 - ii. By the user's acquiescence or failure to challenge same; or
 - iii. By a final order of a court which a user either does not appeal or from which there is no further right of appeal;

Then the following shall occur:

The user shall immediately discontinue the use of its facilities and all rights of said user to use the streets and public ways shall cease. The user, at the direction of city, shall remove its facilities, including all supporting structures, poles, transmission and distribution portions of the system and other appurtenances, fixtures or property from the streets and public ways, in, over, under, along, or through which they are installed within six months of the

revocation, termination, or expiration except that (a) user may abandon its facilities in place with city's consent, and (b) user cannot remove underground facilities without city's consent in advance, which shall not be unreasonably withheld. Prior to any removal the user shall notify city and persons owning property abutting public ways where removal will occur. The user shall also restore any property, public or private, to the condition in which it existed prior the installation, erection or construction of its facilities, including any improvements made to such property subsequent to the construction of its facilities. Restoration of streets and city property, including, but not limited to, the public ways, shall be in accordance with the directions and specifications of city's engineering department, and all generally applicable laws, ordinances and generally applicable regulations, at the user's sole expense. If such removal and restoration is not completed within six months after the revocation, termination, or expiration, all of the user's property remaining in the affected streets and public ways shall, at the option of city, be deemed abandoned and shall, at the option of city, become its property or city may obtain a court order compelling the user to remove same. In the event the user fails or refuses to remove its facilities or to satisfactorily restore all areas to the condition in which they existed prior to the original construction of the facilities, city, at its option, may perform such work and if such work is performed within four years of the revocation, termination or expiration of the applicable franchise agreement, license, or permit collect the costs thereof from the user. No surety on any performance bond shall be discharged until city has certified to the user in writing that the facilities have been dismantled, removed, and all other property restored, to the satisfaction of city.

3. Removal or relocation by user.

- i. If the user removes or relocates a micro network node, network node facilities, node support pole or related ground equipment at its own discretion, it shall notify the city manager in writing not less than ten business days prior to removal or relocation. User shall obtain all permits required for relocation or removal of its micro network node, network node facilities, node support poles and related ground equipment prior to relocation or removal.
- ii. The city shall not issue any refunds for any amounts paid by user for micro network node, network node facilities, node support poles or related ground equipment that have been removed.

4. Removal or relocation required for city project.

- i. In accordance with V.T.C.A., Local Government Code § 284.107, except as provided in existing state and federal law, a user shall relocate or adjust micro network node, network node, node support pole and related ground

equipment in a public right-of-way in a timely manner and without cost to the municipality managing the public right-of-way.

- ii. User understands and acknowledges that the city may require user to remove or relocate its micro network node, network node, node support pole and related ground equipment, or any portion thereof from the right-of-way for city construction projects as allowed by state and feral law, including the common-law.
 - iii. User shall, at the city manager's direction, remove or relocate the same at user's sole cost and expense, except as otherwise provided in existing state and federal law, whenever the city manager reasonably determines that the relocation or removal is needed for any of the following purposes: Required for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any city construction or maintenance project of a street or public rights-of-way to enhance the traveling publics use for travel and transportation.
 - iv. If user fails to remove or relocate the micro network node, network node, node support pole or related ground equipment, or portion thereof as requested by the city manager within 90 days of user 's receipt of the request, then the city shall be entitled to remove the micro network node, network node, node support pole or related ground equipment, or portion thereof at user's sole cost and expense, without further notice to user.
 - v. User shall, within 30 days following issuance of invoice for the same, reimburse the city for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the micro network node, network node, node support pole or related ground equipment, or portion thereof.
5. Removal required by city for safety and imminent danger reasons.
- i. User shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable micro network node, network node, node support pole and related ground equipment within the time frame and in the manner required by the city manager if the city manager reasonably determines that the disconnection, removal, or relocation of any part of a micro network node, network node, node support pole and related ground equipment:
 - a) Is necessary to protect the public health, safety, welfare, or city property;
 - b) Is adversely affecting proper operation of streetlights or city property; or
 - c) User fails to obtain all applicable licenses, permits, and certifications required by law for its micro network node, network

node, node support pole and related ground equipment, or use of any location under applicable law.

If the city manager reasonably determines that there is imminent danger to the public, then the city may immediately disconnect, remove, or relocate the applicable micro network node, network node, node support pole and related ground equipment at the user's sole cost and expense.

- ii. The city manager shall provide 90 days written notice to the user before removing a micro network node, network node, node support pole and related ground equipment under this section, unless there is imminent danger to the public health, safety, and welfare.
- iii. User shall reimburse city for the city's actual cost of removal of micro network node, network node, node support pole and related ground equipment within 30 days of receiving the invoice from the city.

E. Installation and inspections.

1. User shall, at its own cost and expense, install the micro network node, network node facilities, node support poles and related ground equipment in a good and workmanlike manner and in accordance with the requirements promulgated by the city manager, as such may be amended from time to time. User's work shall be subject to the regulation, control and direction of the city manager. All work done in connection with the installation, operation, maintenance, repair, modification, and/or replacement of the micro network node, network node facilities, node support poles and related ground equipment shall be in compliance with all applicable laws, ordinances, codes, rules and regulations of the city, applicable county, the state, and the United States ("Laws").
 2. The city manager, or designee, may perform visual inspections of any micro network node, network node, node support pole or related ground equipment located in the right-of-way as the city manager deems appropriate without notice. If the inspection requires physical contact with the micro network node, network node, node support poles or related ground equipment, the city manager shall provide written notice to the user within five business days of the planned inspection. User may have a representative present during such inspection.
- F. As-built maps and records. User shall maintain accurate maps and other appropriate records of its network node facilities, node support poles and related ground equipment as they are actually constructed in the rights-of-way, including, upon request, the use of auto CAD/GIS digital format. User will provide additional maps to the city upon request.
- G. Drug policy. It is the policy of the city to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by user's employees, contractors, subcontractors, sub-user's, or vendors while on city rights-of-way is prohibited.

- H. Ownership. No part of a micro network node, network node, node support pole and related ground equipment erected or placed on the right-of-way by user will become, or be considered by the city as being affixed to or a part of, the right-of-way. All portions of the micro network node, network node, node support pole and related ground equipment constructed, modified, erected, or placed by user on the right-of-way will be and remain the property of user and may be removed by user at any time, provided the user shall notify the city manager prior to any work in the right-of-way.
- I. Signage.
1. User shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the network node facility that is visible to the public. Signage required under this section shall not exceed 4" x 6," unless otherwise required by law (e.g. RF ground notification signs) or the city manager.
 2. Except as required by laws or by the utility pole owner, user shall not post any other signage or advertising on the micro network node, network node, node support pole, service pole or utility pole.
- J. Graffiti abatement. As soon as practical, but not later than 14 calendar days from the date user receives notice thereof, user shall remove all graffiti on any of its micro network node, network node, node support pole, and related ground equipment located in the right-of-way. The foregoing shall not relieve the user from complying with any city graffiti or visual blight ordinance or regulation.
- K. Restoration. User shall repair any damage to the right-of-way, or any facilities located within the right-of-way, and the property of any third party resulting from user's removal or relocation activities (or any other of user's activities hereunder) within ten calendar days following the date of such removal or relocation, at user's sole cost and expense, including restoration of the right-of-way and such property to substantially the same condition as it was immediately before the date user was granted a permit for the applicable location or did the work at such location (even if user did not first obtain a permit), including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the city manager.
- L. User's responsibility. User shall be responsible and liable for the acts and omissions of user's employees, temporary employees, officers, directors, consultants, agents, affiliates, subsidiaries, sub-user's and subcontractors in connection with the installations of any micro network node, network node, node support pole and related ground equipment, as if such acts or omissions were user's acts or omissions.

ARTICLE 3.11

SMALL CELL DESIGN MANUAL.

SECTION I. DEFINITIONS.

- A. The definitions as used in V.T.C.A., Local Govt. Code ch. 284, § 284.002 shall be used in this article, unless otherwise noted in this Section 139-52. When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number, and words in the singular include the plural. The word "shall" is always mandatory and not merely permissive.
- B. *Abandon* and its derivatives means the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof), that have been left by provider in an unused or non-functioning condition for more than 120 consecutive calendar days unless, after notice to provider, provider has established to the reasonable satisfaction of the city that the applicable facilities, or portion thereof, is still in active use.
- C. *Antenna* means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.
- D. Applicable codes means:
 - 1. Uniform building, fire, electrical, plumbing, or mechanical codes adopted by recognized national code organization; and
 - 2. Local amendments to those codes to the extent not inconsistent with V.T.C.A., Local Govt. Code ch. 284.
- E. *City* means the City of Mercedes, Texas and the city's officers and employees.
- F. *City manager* shall mean city manager or designee.
- G. *Chapter 284* means V.T.C.A., Local Govt. Code ch. 284.
- H. *Collocate and collocation* mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.
- I. *Concealment or camouflaged* means any wireless facility or pole that is covered, blended, painted, disguised, camouflaged or otherwise concealed such that the wireless facility blends into the surrounding environment and is visually unobtrusive as allowed as a condition for city advance approval under V.T.C.A., Local Govt. Code ch. 284, § 284.105 in historic or design districts. A concealed or camouflaged wireless facility or pole also includes any wireless facility or pole conforming to the surrounding area in which the wireless facility or pole is located and may include, but is not limited to hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.
- J. *Decorative pole* means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

- K. *Design district* means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.
- L. *Disaster emergency or disaster or emergency* means an imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents of the city is threatened, and includes, but is not limited to any declaration of emergency by city state or federal governmental authorities.
- M. *Distributed antenna system or DAS* shall be included as a type of "network node."
- N. Easement means and shall include any public easement or other compatible use created by dedication, or by other means, to the city for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.
- O. *Federal Communications Commission or FCC* means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.
- P. *Highway right-of-way* means right-of-way adjacent to a state or federal highway.
- Q. *Historic district* means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.
- R. *Law* means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.
- S. *Local* means within the geographical boundaries of the city.
- T. *Location* means the city approved and lawfully permitted location for the network node.
- U. *Macro tower* means a guyed or self-supported pole or monopole greater than the height parameters prescribed by V.T.C.A., Local Govt. Code ch. 284, § 284.103 and that supports or is capable of supporting antennas.
- V. *Mayor* means the mayor for the city.
- W. *Micro network node* means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.
- X. *Municipal park* means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.
- Y. *Municipally owned utility pole* means a utility pole owned or operated by a municipally owned utility, as defined by V.T.C.A., Utilities Code § 11.003, and located in a public right-of-way.
- Z. *MUTCD* means Manual of Uniform Traffic Control Devices.
- AA. *Network node* means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:
 - 1. Includes:
 - i. Equipment associated with wireless communications;
 - ii. A radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and

- iii. Coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and
 - 2. Does not include:
 - i. An electric generator;
 - ii. A pole; or
 - iii. A macro tower.
- BB. *Network provider* means:
 - 1. A wireless service provider; or
 - 2. A person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:
 - i. Network nodes; or
 - ii. Node support poles or any other structure that supports or is capable of supporting a network node.
- CC. *Node support pole* means a pole as defined by V.T.C.A., Local Govt. Code ch. 284.
- DD. *Permit* means a document issued by the city authorizing installation, removal, modification and other work for provider's network nodes or node support poles in accordance with the approved plans and specifications.
- EE. *Pole* means a service pole, municipally owned utility pole, node support pole, or utility pole.
- FF. *Private easement* means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.
- GG. *Provider* has the same meaning as "network provider."
- HH. *Public right-of-way* means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:
 - 1. A private easement; or
 - 2. The airwaves above a public right-of-way with regard to wireless telecommunications.
- II. *Public right-of-way management ordinance* means chapter 94, article II of the Pharr Code of Ordinances.
- JJ. *Service pole* means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:
 - 1. A pole that supports traffic control functions;
 - 2. A structure for signage;
 - 3. A pole that supports lighting, other than a decorative pole; and
 - 4. A pole or similar structure owned or operated by a municipality and supporting only network nodes.
- KK. *Small cell* shall be included as a type of "network node."
- LL. *Street or public way or public right-of-way or public rights-of-way or rights-of-way or right-of-way* means the surface of, and the space above and below a public street, road,

highway, freeway, land, path, public way or place, alley, court, boulevard, parkway, drive, or other easement now or hereafter held by or under the control of the city, to which the city holds the property rights in regard to the use for utilities, excluding easements not intended for public works or public utility facilities but shall not include property of city which is not a dedicated public right-of-way, street, highway, or alley. Neither the inclusion of this definition nor the provisions hereof shall be construed to grant any right or privilege to utilize or occupy the city rights-of-way absent an expressed agreement of the city or by authority expressly granted by state law.

MM. *TAS* means Texas Accessibility Standards.

NN. *Traffic signal* means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

OO. *Transport facility* means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

PP. *Underground requirement area* means an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way.

QQ. *User* means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

RR. *Utility pole* means a pole that provides:

1. Electric distribution with a voltage rating of not more than 34.5 kilovolts; or
2. Services of a telecommunications provider, as defined by V.T.C.A., Utilities Code ch. 284, § 51.002.

SS. *Wireless service* means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

TT. *Wireless service provider* means a person that provides wireless service to the public.

UU. *Wireless facilities* means "micro network nodes," "network nodes," and "node support poles" as defined in V.T.C.A., Local Govt. Code Ch. 284.

SECTION II. PROHIBITED AND PREFERRED LOCATIONS OF MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.

A. Prohibited or restricted areas for certain wireless facilities, except with separate city agreement or subject to concealment conditions.

1. Municipal parks and residential areas. In accordance with V.T.C.A., Local Govt. Code ch. 284, § 284.104(a), a network provider may not install a node support pole

in a public right-of-way without the city's discretionary, nondiscriminatory, and written consent if the public right-of-way is in a municipal park or is adjacent to a street or thoroughfare that is:

- i. Not more than 50 feet wide of paved street surface, being the area measured as the shortest distance between the inside of the curb to the inside of the opposite curb, or the area measured as the shortest distance between the two parallel edges of the paved roadway for vehicular travel where there is no curb; and
- ii. Adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.
 - a. In accordance with V.T.C.A., Local Govt. Code ch. 284, § 284.104(b), a network provider installing a network node or node support pole in a public right-of-way described above shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

Each permit application shall disclose if it is within a municipal park and residential areas as described above.

2. Historic district and design districts. In accordance with V.T.C.A., Local Govt. Code ch. 284, § 284.105, a network provider must obtain advance written approval from the city before collocating network nodes or installing node support poles in a design district with decorative poles or in an area of the city zoned or otherwise designated as a design district or historic district.
 - i. As a condition for approval of network nodes or node support poles in design districts with decorative poles or in a historic district, the city shall require reasonable design or concealment measures for the network nodes or node support poles. Therefore, any request for installations in a design district with decorative poles or in a historic district, must be accompanied with proposed concealment measures in the permit applications.
 - ii. The city requests that a network provider explore the feasibility of using camouflage measures to improve the aesthetics of the network nodes, node support poles, or related ground equipment, or any portion of the nodes, poles, or equipment, to minimize the impact to the aesthetics in design districts or in an historic district.
 - iii. Network provider shall comply with and observe all applicable city, state, and federal historic preservation laws and requirements.
 - iv. Each permit application shall disclose if it is within a design district with decorative poles or in an area of the city zoned or otherwise designated as a design district or historic district.

3. Historic landmarks. A network provider is discouraged from installing a network node or node support pole within 300 feet of a historic site or structure or historic landmark recognized by the city, state or federal government (see, for example, and not limited to V.T.C.A., Govt. Code § 442.001(3), and 16 U.S.C. § 470), as of the date of the submission of the permit. It is recommended that each permit application disclose if it is within 300 feet of such a structure.
4. Compliance with undergrounding requirements. In accordance with V.T.C.A., Local Govt. Code ch. 284, § 284.107, a network provider shall comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.
 - i. Areas may be designated from time to time by the city as underground requirement areas in accordance with filed plats, and or conversions of overhead to underground areas, as may be allowed by law.
 - ii. Each permit application shall disclose if it is within an area that has undergrounding requirements.

B. Least preferable locations.

1. Residential areas and parks. A network provider is discouraged from installing a network node on an existing pole in a public right-of-way without written consent from the city council and/or designee if the public right-of-way is located in or adjacent to a street or thoroughfare that is adjacent to a municipal park or single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.
 - i. In accordance with V.T.C.A., Local Govt. Code ch. 284, § 284.104(b) a network provider installing a network node or a node support pole in a public right-of-way shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.
2. Historic districts. A network provider is discouraged from installing a network node or a node support pole in the public right-of-way in any area designated by the city as a historic district unless such a network node or a new node support pole is camouflaged.
3. Most preferable locations.
 - i. Industrial areas if not adjacent to a municipal park, residential area, historic district or design district.
 - ii. Highway rights-of-way areas if not adjacent to a municipal park, residential area, historic district or design district.
 - iii. Retail and commercial areas if not adjacent to a municipal park, residential area, historic district or design district.
4. Designated areas.

- i. The city commission may designate an area as a historic district or a design district under V.T.C.A., Local Govt. Code ch. 284.105 at any time.
 - ii. Currently designated historic districts are:
 - a. Historic district is the area referred to as Historic Downtown Mainstreet District. It includes the properties abutting north and south Cage Blvd. Its boundaries are Juarez Avenue to the north, Kelly Avenue to the south and from Bluebonnet Street to the west and Birch Street to the east.
 - b. The boundaries of the currently designated downtown district are: north and south Cage Blvd. from Frontage to Ridge Road and extending 460 LF to the west and east of Cage Blvd.
 - c. The failure to designate an area in this article shall not mean that such an area is not within a defined district, if so designated by the city commission. Future areas may be designated as one of these districts at any time. Such a designation does not require a zoning case.
 - d. While not required under V.T.C.A., Local Govt. Code ch. 284 to designate underground compliance areas to prohibit above ground wireless facilities, the city may also, from time to time, also designate underground compliance areas. For areas containing no alleys, network providers shall be required to place wireless facilities serving such subdivision underground according to city, state and federal plans and specifications.
5. Exceptions. The city by its discretionary consent and agreement may grant exception to the above prohibited locations and sizes, but only in a non-exclusive, and non-discriminatory manner, as allowed or required by V.T.C.A., Local Govt. Code ch. 284, §§ 284.109 and 284.110.
6. Order of preference regarding network node attachment to existing facilities and new node support poles.
- i. Existing telephone or electrical lines between existing utility poles. Micro network nodes shall only be lashed on existing telephone or electrical lines between existing utility poles (electric poles or telephones poles), with notice to the pole owner as required by the Federal Pole Attachment Act, and not placed on utility poles, node support poles or service poles.
 - ii. Existing utility poles (electric poles or telephones poles), shall be the preferred support facility for network nodes and related ground equipment.
 - iii. New node support poles shall be the least preferred type of allowed facility for attachment of network nodes.
 - iv. Municipal service poles:
 - a. Non-decorative street lights with a height of more than 20 feet.

- b. Traffic signal structures when such installation will not interfere with the integrity of the facility and will not interfere with the safety of public and in accordance with an agreement as allowed by V.T.C.A., Local Govt. Code ch. 284, §§ 285.056 and 284.101(a)(3), and (b).
- c. Street signage shall be a low priority use for attachment of a network node.
- d. Other municipal service pole use is discouraged.
- v. Ground equipment. Ground equipment should be minimal and the least intrusive.

SECTION III. GUIDELINES ON PLACEMENT.

- A. Generally. In accordance with V.T.C.A., Local Govt. Code ch. 284.102, a network provider shall construct and maintain network nodes and node support poles in a manner that does not:
 - 1. Obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;
 - 2. Obstruct the legal use of a public right-of-way by other utility providers;
 - 3. Violate nondiscriminatory applicable codes;
 - 4. Violate or conflict with the municipality's publicly disclosed public right-of-way management ordinance or this article.
 - 5. Violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.).
- B. General requirements and information.
 - 1. Size limits. Network providers shall provide detailed drawings, with calculations to show strict conformity to the size limitations as set forth in V.T.C.A., Local Govt. Code ch. 284, in accordance with, but not limited to V.T.C.A., Local Govt. Code ch. 284, § 284.002, size of a micro network node, V.T.C.A., Local Govt. Code § 284.003, size of network nodes, and V.T.C.A., Local Govt. Code § 284.103, maximum pole height, with each application and with each request for a permit for each location.
 - 2. State and federal rights-of-way permit. If the project lies within a highway right-of-way, the applicant must provide evidence of a permit from the state or federal government.
 - 3. Confirmation of non-interference with city safety communication networks.
 - i. The Network Provider needs to provide analysis that the proposed network node shall not cause any interference with city public safety radio system, traffic signal light system, or other city safety communications components in accordance with V.T.C.A., Local Govt. Code ch. 284, § 284.304.

- ii. It shall be the responsibility of the network provider to evaluate, prior to making application for permit, the compatibility between the existing city infrastructure and provider's proposed network node. A network node shall not be installed in a location that causes any interference. Network nodes shall not be allowed on city's public safety radio infrastructure.
- 4. Improperly located network node facilities, node support poles and related ground equipment.
 - i. Improperly located network node facilities, node support poles and related ground equipment shall not impede pedestrian or vehicular traffic in the right-of-way. If any network node facilities, node support poles or ground equipment is installed in a location that is not in accordance with the plans approved by the city manager and impedes pedestrian or vehicular traffic or does not comply or otherwise renders the right-of-way non-compliant with applicable laws, including the American Disabilities Act, then network provider shall promptly remove the network node facilities, node support poles or ground equipment.
 - ii. Notice to remove unauthorized facilities and relocate and penalty: After 30 days' notice to remove network node facilities, node support poles or ground equipment that is located in the incorrect permitted location, if not relocated the network provider shall be subject to a penalty of \$50.00 per day penalty until the network node facilities, node support poles or ground equipment is relocated to the correct area within the permitted location, regardless of whether or not the network provider's contractor, subcontractor, or vendor installed the network node facilities, node support poles or ground equipment in strict conformity with the public right-of-way management ordinance, and other applicable ordinances concerning improperly located facilities in the rights-of-way.

C. Underground requirement areas.

- 1. In accordance with V.T.C.A., Local Govt. Code ch. 284.107, a network provider shall, in relation to installation for which the city approved a permit application, comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.
- 2. If a location is designated by the city to transits to be an underground requirement area, then a network provider's permit for the location of the micro network node, network node, node support pole, and related ground equipment at such location will be revoked 90 days after the designation, with removal of said the micro network node, network node, node support pole, and related ground equipment at

such location within 90 days of such designation, or as otherwise reasonably allowed by the city for the transition of other overhead facilities.

D. Network node facilities placement.

1. Right-of-way. Network node facilities, node support poles and related ground equipment shall be placed, as much as possible, within two feet of the outer edge of the right-of-way line to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way.
2. Height above ground. Network node attachments to a pole shall be installed at least eight feet above the ground in accordance with V.T.C.A., Local Govt. Code ch. 284, § 284.108, and if a network node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than 16 feet above the ground.
3. Protrusions. In accordance with V.T.C.A., Local Govt. Code ch. 284, § 284.003(a)(1)(C), §§ 284.003(a)(2)(C) and 284.003(a)(3)(B) no protrusion from the outer circumference of the existing structure or pole shall be more than two feet.
4. Limit on number of network nodes per site. There shall be no more than one network node on any one pole.

E. New node support poles.

1. New node support poles spacing. New node support poles shall be spaced apart from existing utility poles or node support poles at the same as the spacing between utility poles in the immediate proximity, but no less than at a minimum 300 feet from a utility pole or another node support pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.
2. Height of node support poles or modified utility pole. In accordance with V.T.C.A., Local Govt. Code ch. 284, § 284.103 a node support pole or modified utility pole may not exceed the lesser of:
 - i. Ten feet in height above the tallest existing utility pole located within 500 linear feet of the new pole in the same public right-of-way; or
 - ii. Fifty-five feet above ground level.

F. Ground equipment.

1. Ground equipment near street corners and intersections. Ground equipment should be minimal and the least intrusive. In accordance with V.T.C.A., Local Govt. Code ch. 284.102(1), to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at street corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within 250 feet of a street corner or a street intersection.

2. Ground equipment near municipal parks. For the safety of municipal park patrons, particularly small children, and to allow full line of sight near municipal park property, the network provider shall not install ground equipment in a right-of-way that is within a park or within 250 feet of the boundary line of a park, unless approved by the city manager and parks director in writing.
3. Minimize ground equipment density. In accordance with V.T.C.A., Local Govt. Code ch. 284, § 284.102(1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the city's designee may deny a request for a proposed location if the network provider installs network node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 square feet or more.

G. Municipal service poles.

1. In accordance with agreement. Installations on all service poles shall be in accordance with an agreement as allowed by V.T.C.A., Local Govt. Code ch. 284, § 285.056 and § 284.101(a)(3), and (b).
2. Required industry standard pole load analysis. Installations on all service poles shall have an industry standard pole load analysis completed and submitted to the municipality with each permit application indicating that the service pole to which the network node is to be attached will safely supports the load, in accordance with V.T.C.A., Local Govt. Code ch. 284.108.
3. Height of attachments. All attachments on all service poles shall be at least eight feet above grade, in accordance with V.T.C.A., Local Govt. Code ch. 284, § 285.108(a)(1)—(2) and if a network node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than 16 feet above the ground.
4. Installations on traffic signals. Installations on all traffic signal structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public and must be in accordance with an agreement as allowed by V.T.C.A., Local Govt. Code ch. 284, §§ 285.056 and 284.101(a)(3), and (b). Installation of network node facilities on any traffic signal structures shall:
 - i. Be encased in a separate conduit than the traffic light electronics;
 - ii. Have a separate electric power connection than the traffic signal structure; and
 - iii. Have a separate access point than the traffic signal structure.
5. Installations on street signage. Installations on all street signage structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of network node facilities on any street signage structures that has electrics shall:
 - i. Be encased in a separate conduit than any city signage electronics;
 - ii. Have a separate electric power connection than the signage structure; and

- iii. Have a separate access point than the signage structure.

SECTION IV. GENERAL AESTHETIC REQUIREMENTS.

- A. All new node support poles shall be located a minimum of three hundred feet (300 ft.) from any existing utility pole, streetlight, or other node support pole. This requirement is intended to reduce potential hazards adjacent to roadways and to minimize negative impacts on property values and area aesthetics.
- B. In historic districts and design districts, node support poles and related facilities shall conform strictly to the City's Rights-of-Way Management Ordinance and any other applicable ordinances, except where such requirements are inconsistent with Chapter 284 of the Texas Local Government Code (V.T.C.A., Local Gov't Code Ch. 284).

SECTION V. ELECTRICAL SUPPLY.

- A. Provider responsible for electricity. Network provider shall be responsible for obtaining any required electrical power service to the micro network node, network node facilities, node support poles and ground equipment. The city shall not be liable to the network provider for any stoppages or shortages of electrical power furnished to the micro network node, network node facilities, node support poles or ground equipment, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or network provider of the structure, or for any other cause beyond the control of the city.
- B. Generators prohibited. Network provider shall not allow or install generators or back-up generators in the right-of-way in accordance with V.T.C.A., Local Govt. Code ch. 284, § 284.002(12)(B)(1).

SECTION VI. INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS.

- A. Insurance, bonding and security deposits shall be in strict accordance with other applicable ordinances, except to the extent not consistent with V.T.C.A., Local Govt. Code ch. 284.
- B. Indemnity shall be in accordance with V.T.C.A., Local Govt. Code ch. 284, § 284.302, as provided for in V.T.C.A., Local Govt. Code ch. 283, § 283.057(a) and (b).

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 this 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 21 DAY OF OCTOBER, IN
THE YEAR OF OUR LORD, 2025.**

1st Reading: OCTOBER 21, 2025

2nd Reading: NOVEMBER 4, 2025

CITY OF MERCEDES:

Oscar D. Montoya, Mayor

ATTEST:

APPROVED AS TO FORM:

Joselynn Castillo
City Secretary

Martie Garcia Vela
City Attorney

Consent Agenda

DATE: November 18, 2025
FROM: Javier Campos, Fire Chief
ITEM: **Discussion and possible action to Approval to surplus Fire Department 2006 Brush Truck - Brush 2**

BACKGROUND INFORMATION: Discussion and possible action to declare the Fire Department Brush Truck – Brush 2 as surplus equipment. The vehicle is a 2006 unit and has had a financial impact on vehicle maintenance costs. This vehicle is no longer effective for departmental operations and has been replaced. It is in the best interest of the Fire Department and the community to approve for surplus.

BOARD REVIEW/CITIZEN FEEDBACK: NA

ALTERNATIVES/OPTIONS: NA

FISCAL IMPACT: (Total Costs)

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

Finance Review by: (Has finance reviewed it to make sure we have the funds Yes/No/Not Applicable)

LEGAL REVIEW: NA

ATTACHMENTS:

1. Brush 2

STAFF RECOMMENDATION: Fire Department administration recommends approval.

City of Mercedes

Asset Disposition Form

(Use this form only for equipment that has the City of Mercedes bar code tag)

The following equipment being disposed:

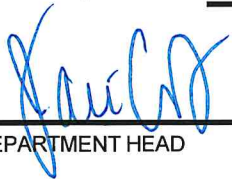
Barcode #	Qty	Description of Items	Purchase Date	Cost	Disposition Code
	1	2006 Ford F-550	1/1/2006	\$ 93,793.00	D
		VIN - 1FDAF57P66ED71402			

REASON OF DISPOSAL:

This vehicle is no longer effective for departmental operations and has been replaced.

Exceeded useful life.

Department: FIRE


DEPARTMENT HEAD

11/10/25

DATE

Disposition Code	
A	Lost
B	Stolen
C	Damaged
D	Other (exceeded useful life)

CITY MANAGER

DATE



2006 BRUSH TRUCK



Consent Agenda

DATE: November 18, 2025
FROM: Javier Campos, Fire Chief
ITEM: **Discussion and possible action to Approval to donate the Fire Department 2006 Brush Truck**

BACKGROUND INFORMATION: This 19 year-old truck will be placed for surplus and, instead of auction, we are recommending to donate to a department in need of a brush truck. Sullivan City reached out for a brush truck and we recommend donating the truck to Sullivan City.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):

\$

Account Number(s):

Finance Review by:

LEGAL REVIEW:

ATTACHMENTS:

None

STAFF RECOMMENDATION: Recommend to donate the brush truck to Sullivan City

DATE: November 18, 2025
FROM: Denisse Hernandez, Interim Planning Director
ITEM: **Discussion and possible action to Final Plat Approval for Los Prados Phase I**

BACKGROUND INFORMATION:

Consideration and possible action on approval of the final plat for a 8.834-acre tract of land out of Lot 16, Block 82, Capisallo District Subdivision, Hidalgo County, Texas.

APPLICANT:

Nick Rhodes

BACKGROUND:

The proposed subdivision consists of 55 single-family residential lots located outside the City limits. A final walkthrough was conducted on October 27, 2025. During the inspection, all infrastructure improvements were verified: fire hydrants passed the pressure test, all required inspections were approved, and subdivision fees have been paid in full.

The City is responsible for water and sewer services, both of which have passed all inspections. Remaining items are minor and aesthetic in nature. Street signs are pending installation due to delivery delays, and one fire hydrant is scheduled for relocation as previously coordinated.

BOARD REVIEW/CITIZEN FEEDBACK:

The Planning and Zoning Commission reviewed and **approved subject to city's comments** the subdivision on **November 3, 2025**.

ALTERNATIVES/OPTIONS:**FISCAL IMPACT: (Total Costs)**

Proposed Expenditure/(Revenue):
\$

Account Number(s):

Finance Review by: Not Applicable

LEGAL REVIEW: Not Applicable

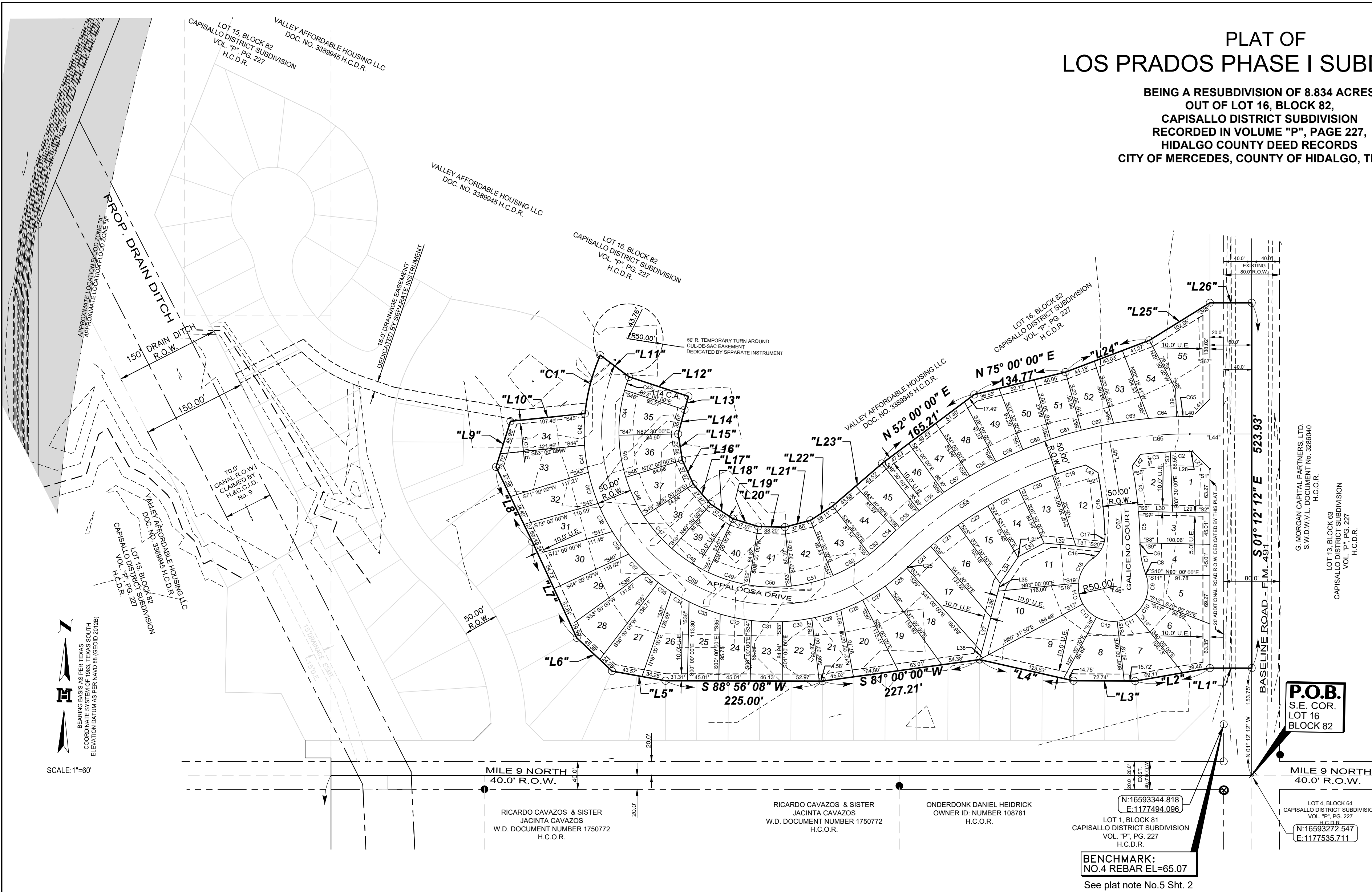
ATTACHMENTS:

1. 23128 Los Prados PH I 12-12-2024
2. DRAINAGE REPORT
3. COMBINE MASTER LAYOUTS
4. Los_Prados_Revised_Comments

STAFF RECOMMENDATION: Staff recommends approval of the final plat as presented subject to our comments.

PLAT OF
LOS PRADOS PHASE I SUBDIVISION

BEING A RESUBDIVISION OF 8.834 ACRES
OUT OF LOT 16, BLOCK 82,
CAPISALLO DISTRICT SUBDIVISION
RECORDED IN VOLUME "P", PAGE 227,
HIDALGO COUNTY DEED RECORDS
CITY OF MERCEDES, COUNTY OF HIDALGO, TEXAS



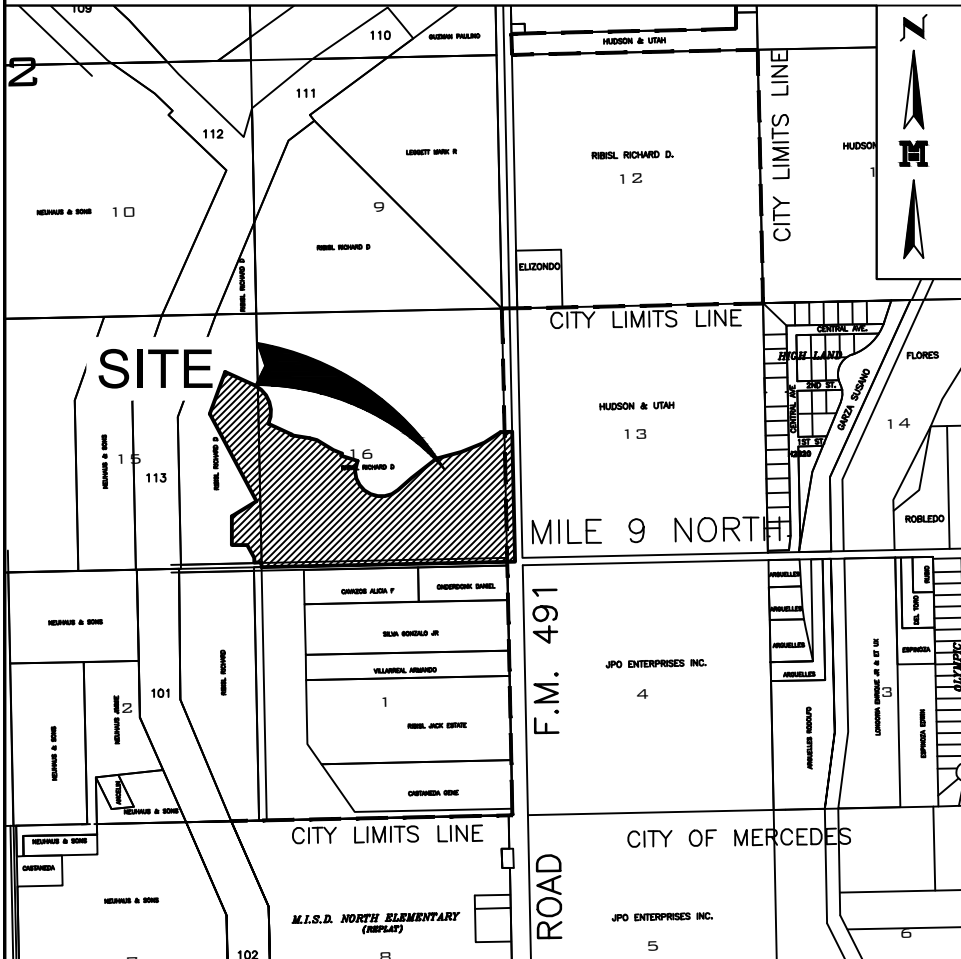
LEGEND

- FOUND NO. 4 REBAR
- SET NO. 4 REBAR WITH PLASTIC
- CAP STAMPED MELDEN & HUNT
- SET NAIL
- R.O.W. - RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- N.E. COR. - NORTHEAST CORNER
- H.C.C.W.C.I.D. No. 9 - HIDALGO AND CAMERON COUNTIES
- P.O.C. - POINT OF COMMENCING
- W.D. - WARRANTY DEED WITH VENDOR'S LIEN
- U.M.A.P. - UNITED METROPOLITAN AREA PLANNING
- F.F. - FINISHED FLOOR
- Rd. - ROAD
- () - RECORDED PLAT CALLS

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LOS PRADOS PHASE I SUBDIVISION IS LOCATED IN THE SOUTHEAST PART OF HIDALGO COUNTY AT THE NORTHWEST CORNER OF MILE 9 ROAD (CLARK RD.) AND F.M. 491 (BASELINE ROAD). THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MERCEDES WITH A POPULATION OF 16,598 ACCORDING TO THE 2020 CENSUS. LOS PRADOS PHASE I SUBDIVISION FALLS IN THE E.T.J.: MERCEDES. THIS SUBDIVISION FALLS WITHIN PRECINCT 1.

LOCATION MAP SCALE: 1"=1000'



SHEET INDEX TO LOS PRADOS PHASE I SUBDIVISION

SHEET 1: HEADING, INDEX, LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT

SHEET 2: DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; OWNERS' DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES.

SHEET 3: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), WATER DETAILS.

SHEET 4: DRAINAGE & PAVING LAYOUT, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION, DRAIN DITCH CROSS SECTION.

SHEET 5: STREET DETAILS, STORM DRAINAGE CONSTRUCTION DETAILS

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT, INC.
CONSULTANTS • ENGINEERS • SURVEYORS

115 W. MCINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com

PRINCIPAL CONTACTS

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: NICK RHODES	200 S. 10TH ST., STE 1700	McALLEN TEXAS 78501	C/O(956) 381-0981	C/O(956) 381-1839
ENGINEER: MARIO A. REYNA P.E.	115 W. MCINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR: ROBERTO N. TAMEZ R.P.L.S.	115 W. MCINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

DRAWN BY: R. DE JESUS DATE: 05/07/2024

SURVEYED, CHECKED DATE:

FINAL CHECK DATE:

Lot Line Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C2	27.83	575.00	002° 46' 24"	S87° 24' 36"W	27.83
C3	42.87	575.00	004° 16' 20"	S83° 53' 14"W	42.87
C5	45.12	615.00	004° 12' 12"	N3° 57' 20"W	45.11
C6	2.34	615.00	000° 13' 04"	N1° 44' 42"W	2.34
C7	43.48	120.00	020° 45' 34"	S12° 00' 57"E	43.24
C8	0.40	50.00	000° 27' 23"	N22° 10' 01"W	0.40
C9	36.37	50.00	041° 40' 45"	N1° 05' 58"W	35.68
C10	26.17	50.00	029° 59' 16"	N34° 44' 02"E	25.87
C11	28.46	50.00	032° 36' 41"	N86° 02' 00"E	28.06
C12	30.82	50.00	035° 19' 10"	S80° 00' 04"E	30.34
C13	27.40	50.00	031° 23' 47"	S46° 38' 36"E	27.06
C14	31.27	50.00	035° 50' 17"	S13° 01' 34"E	30.77
C15	42.57	50.00	048° 47' 06"	S29° 17' 08"W	41.30
C16	19.02	40.00	027° 14' 47"	N40° 03' 17"E	18.84
C17	20.64	40.00	029° 34' 06"	N11° 36' 50"E	20.41
C18	89.12	565.00	009° 02' 16"	N7° 39' 21"W	89.03
C19	49.94	575.00	004° 58' 34"	S71° 17' 18"W	49.92
C20	52.32	575.00	005° 12' 47"	S66° 11' 37"W	52.30
C21	50.24	575.00	005° 00' 21"	S61° 05' 03"W	50.22
C22	50.77	575.00	005° 03' 31"	S56° 03' 06"W	50.75
C23	49.75	575.00	004° 57' 28"	S51° 02' 37"W	49.74
C24	44.42	575.00	004° 25' 34"	S46° 21' 06"W	44.41
C25	2.19	272.50	000° 27' 36"	N44° 22' 08"E	2.19
C26	40.26	272.50	008° 28' 08"	N48° 49' 58"E	40.24
C27	38.02	272.50	007° 59' 58"	N57° 03' 51"E	37.99
C28	34.40	272.50	007° 14' 00"	N64° 40' 40"E	34.38
C29	43.34	272.50	009° 06' 46"	N72° 51' 03"E	43.29
C30	42.27	272.50	008° 53' 16"	N81° 51' 04"E	42.23
C31	44.70	272.50	009° 23' 51"	S89° 00' 23"E	44.65
C32	45.82	272.50	009° 38' 04"	S79° 29' 25"E	45.77
C33	48.07	272.50	010° 06' 24"	S69° 37' 11"E	48.01
C34	28.90	272.50	006° 04' 39"	S61° 31' 40"E	28.89
C35	23.22	272.50	004° 52' 53"	S56° 02' 54"E	23.21
C36	24.27	272.50	005° 06' 12"	S51° 03' 22"E	24.26
C37	34.61	272.50	007° 16' 38"	S44° 51' 57"E	34.59
C38	39.99	272.50	008° 24' 29"	S37° 01' 24"E	39.95
C39	45.22	272.50	009° 30' 29"	S28° 03' 54"E	45.17
C40	46.87	272.50	009° 51' 16"	S18° 23' 02"E	46.81
C41	39.23	272.50	008° 14' 53"	S9° 19' 57"E	39.19
C42	45.39	272.50	009° 32' 06"	S0° 26' 28"E	45.30

Lot Area Table			Lot Area Table		
Line #	SQ. FT.	Area	Line #	SQ. FT.	Area
1	4594.07	0.103	32	5130.04	0.119
2	4539.08	0.104	33	6372.06	0.146
3	4383.92	0.101	34	5127.40	0.118
4	4734.74	0.109	35	4445.65	0.102
5	6468.66	0.148	36	4255.50	0.098
6	5169.51	0.119	37	4256.13	0.098
7	5226.74	0.120	38	4251.00	0.098
8	8085.01	0.186	39	4253.27	0.098
9	7945.76	0.182	40	4262.76	0.098
10	6313.15	0.145	41	4265.89	0.098
12	6203.40	0.142	42	4288.22	0.098
13	4459.54	0.102	43	4303.19	0.099
14	3963.46	0.091	44	4110.59	0.094
15	4377.87	0.101	45	3977.61	0.091
16	5361.79	0.123	46	3946.01	0.091
17	6594.52	0.151	47	4052.64	0.093
18	7462.02	0.171	48	4382.04	0.101
19	5993.27	0.138	49	4660.89	0.107
20	5096.29	0.117	50	4296.56	0.099
21	4346.22	0.100	51	4007.19	0.092
22	4144.00	0.095	52	4075.22	0.094
23	3863.85	0.089	53	4546.53	0.104
24	4072.51	0.093	54	5090.22	0.117
25	4699.59	0.107	55	8680.74	0.199
26	5602.65	0.129	Lot Area Table		
27	6083.14	0.140			
28	6063.32	0.139			
29	5655.40	0.130			
30	5314.97	0.122	114	1801.39	0.041
31	5004.60	0.115			

Lot Line Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C43	20.91	222.50	005° 09' 07"	S17° 00' 00"W	20.90
C44	65.37	222.50	016° 50' 00"	S6° 00' 26"W	65.14
C45	61.26	222.50	015° 46' 27"	S10° 17' 47"E	61.06
C46	61.72	222.50	015° 53' 39"	S26° 07' 50"E	61.52
C47	61.70	222.50	015° 53' 17"	S42° 01' 18"E	61.50
C48	61.71	222.50	015° 53' 27"	S57° 54' 40"E	61.51
C49	61.75	222.50	015° 54' 07"	S73° 48' 26"E	61.55
C50	61.30	222.50	015° 47' 10"	S89° 39' 05"E	61.11
C51	61.81	222.50	015° 54' 59"	N74° 29' 51"E	61.81
C52	60.77	222.50	015° 39' 00"	N58° 42' 51"E	60.59
C53	26.22	222.50	006° 45' 03"	N47° 30' 50"E	26.20
C54	25.07	625.00	002° 17' 53"	S45° 17' 15"W	25.07
C55	43.54	625.00	003° 59' 29"	S48° 25' 56"W	43.53
C56	44.09	625.00	004° 02' 29"	S52° 26' 55"W	44.08
C57	43.86	625.00	004° 01' 16"	S56° 26' 48"W	43.85
C58	42.94	625.00	003° 56' 11"	S60° 27' 31"W	42.93
C59	42.16	625.00	003° 51' 52"	S64° 21' 32"W	42.15
C60	42.50	625.00	003° 53' 45"	S68° 14' 21"W	42.49
C61	46.05	625.00	004° 13' 18"	S72° 17' 52"W	46.04
C62	47.31	625.00	004° 20' 13"	S76° 34' 38"W	47.30
C63	50.54	625.00	004° 38' 00"	S81° 03' 45"W	50.53
C64	40.04	625.00	003° 40' 13"	S85° 12' 52"W	40.03
C65	19.06	625.00	001° 44' 49"	S87° 55' 23"W	19.06

Centerline Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C66	115.39	600.00	011° 02' 54"	S83° 17' 21"W	115.17
C67	170.46	590.00	016° 33' 14"	N3° 56' 29"W	169.87
C68	352.31	600.00	033° 38' 36"	S60° 57' 36"W	347.27
C69	678.63	247.50	157° 06' 01"	S57° 18' 41"E	485.15

Boundary Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
"C1"	86.85	272.50	018° 15' 39"	S13° 27' 25"W	86.48

Boundary Line Table			Boundary Line Table		
Line #	Length	Direction	Line #	Length	Direction
"L1"	60.00	S86° 47' 46"W	"L20"	38.20	N80° 00' 00"E
"L2"	108.57	S79° 00' 00"W	"L21"	37.88	N74° 00' 00"E
"L3"	88.46	S89° 00' 00"W	"L22"	38.11	N56° 00' 00"E
"L4"	138.28	N76° 30' 00"W	"L23"	93.20	N48° 00' 00"E
"L5"	77.81	N81° 00' 00"W	"L24"	128.59	N68° 00' 00"E
"L6"	69.63	N48° 00' 00"W	"L25"	102.06	N67° 00' 00"E
"L7"	151.82	N26° 00' 00"W	"L26"	60.00	N88° 47' 46"E
"L8"	119.27	N27° 00' 00"W	Lot Line Table		
"L9"	68.68	N16° 15' 24"E			
"L10"	107.49	N85° 00' 00"E			
"L11"	51.65	S54° 19' 55"E			
"L12"	89.56	S73° 00' 00"E	Line #	Length	Direction
"L13"	20.01	S14° 58' 06"W	L27	35.36	S46° 12' 12"E
"L14"	35.67	S13° 30' 00"W	L28	3.90	N88° 47' 48"E
"L15"	36.20	S10° 00' 00"E	L29	53.26	N90° 00' 00"E
"L16"	37.97	S26° 00' 00"E	L30	48.97	N90° 00' 00"E
"L17"	37.97	S42° 00' 00"E	L31	37.44	N86° 00' 00"W
"L18"	37.97	S56° 00' 00"E	L32	45.59	N86° 00' 00"W
"L19"	37.97	S74° 00' 00"E	L33	41.72	S61° 00' 00"W
			L34	45.19	S33° 05' 41"W
			L35	11.62	S14° 00' 00"W

Centerline Line Table		
Line #	Length	Direction
"L44"	88.90	N88° 47' 48"E
"L45"	40.12	S12° 13' 06"E
"L46"	10.82	N85° 39' 52"W

GENERAL PLAT NOTES & RESTRICTIONS:

- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" (UNSHADED)
ZONE "X" (UNSHADED) AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
COMMUNITY PANEL NUMBER:480334 0450 C, EFFECTIVE DATE: MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR: MAY 30, 2002
- MINIMUM SETBACKS SHALL BE :
FRONT : 20 FEET MINIMUM OR AS SHOWN IN "FRONT SETBACK TABLE" THIS SHEET
(GREATER APPLIES)
REAR : 11 FEET, OR GREATER FOR EASEMENTS.
INTERIOR SIDES : 5 FEET, OR GREATER FOR EASEMENTS.
SIDE CORNER : 10 FEET OR GREATER FOR EASEMENTS.
GARAGE: 18 FEET EXCEPT WHERE GREATER SETBACK IS REQUIRED; GREATER
SETBACK APPLIES.
- NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED
ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL
LOTS 1 THROUGH 55. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS
FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE
OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL
APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO
OCCUPYING THE LOT.
- MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB AT CENTER
OF LOT. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A
DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION
TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A
DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION
- BENCHMARK NOTE:
THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT:
B.M. 1-ELEV. 65.07 N.A.V.D. 88 (GEOID 2003) DESCRIPTIONS: NO. 4 REBAR LOCATED
73 FEET NORTH AND 40 FEET WEST OF THE NORTHWEST INTERSECTION OF
MILE 9 NORTH & F.M. 941 BASELINE LINE ROAD. N:16593344.8180, E:1177494.0960
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS
SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND
OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT,
GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE
OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- DRAINAGE:
THIS SUBDIVISION IS INCLUDED WITHIN THE OVERALL LOS PRADOS MASTER
PLAN DRAINAGE BASIN STUDY IN ACCORDANCE WITH THE HIDALGO COUNTY
DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THE LOS
PRADOS MASTER PLAN DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL
OF 701,193.4 CUBIC-FEET (16.097 ACRE-FEET) OF STORM WATER RUNOFF.
DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS
WILL BE ACCOMPLISHED AS FOLLOWS: THE DEVELOPER SHALL EXCAVATE
TWO DRAINAGE DITCHES AT THE NORTHWEST PORTION OF THE MASTER
DEVELOPMENT. THE COMBINE DRAIN DITCHES WILL EXCEED THE REQUIRED
DETENTION WITH A COMBINE PROPOSED CAPACITY OF 759,444 CUBIC FEET.
THE REQUIRED DETENTION FOR PHASE ONE SHALL BE 39,568 CUBIC FEET
(0.908 ACRE-FEET) AND WILL BE PROVIDED WITHIN THE TWO EXCAVATED
PROPOSED DRAIN DITCHES. THIS TWO PROPOSED DETENTION PONDS WILL
DISCHARGE TO AN EXISTING H.C.D.D. NO.1 DRAINAGE DITCH
ULTIMATE OUTFALL IS THE I.B.W.C. FLOODWAY.
- A 5-FT. SIDEWALK CONSTRUCTION REQUIRED ALONG PERIMETER OF SUBDIVISION
DURING SUBDIVISION STAGE, INCLUDING HANDICAP RAMPS IN COMPLIANCE WITH
ADA STANDARDS. AS PER CITY OF MERCEDES.
- A 4-FT. SIDEWALK ALONG INTERIOR STREETS TO BE CONSTRUCTED AT
BUILDING PERMIT STAGE, INCLUDING HANDICAP RAMPS IN COMPLIANCE WITH
ADA STANDARDS AS PER CITY OF MERCEDES.
- FOLLOW LANDSCAPE ORDINANCE AS PER CITY REQUIREMENTS.
- STORM WATER POLLUTION PREVENTION PLAN PRIOR TO BUILDING PERMIT.
- ALL INTERIOR LOT CORNERS ARE SET BY No. 4 REBARs WITH PLASTIC CAP
STAMPED MELDEN & HUNT.
- ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES.
- NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A
VIOLATION OF THE CITY SUBDIVISION ORDINANCE AND STATE PLATTING
STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND
BUILDING PERMITS.
- NO ACCESS TO BASELINE ROAD F.M. 491 FOR LOTS 1, 3-6 AND 55, BUFFER FENCE TO BE
CONSTRUCTED ALONG BASELINE ROAD F.M. 491
- PARKLAND DEDICATION FEES OWED TO BE PAID BY THE DEVELOPER AT THE TIME OF
RECORDING, TO THE CITY OF MERCEDES.
- ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION
PREVENTION PLAN (SW3P) REQUIREMENTS.
- TxDOT PERMIT FOR INSTALLATION OF UTILITY INFRASTRUCTURE ALONG TxDOT
RIGHT-OF-WAYS PRIOR TO CONSTRUCTION OF SUBDIVISION.
- TxDOT PERMIT REQUIRED FOR ACCESS ALONG TxDOT RIGHT-OF-WAYS.
- PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF COMMON AREAS.
- PROPERTY ZONING

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 8.834 ACRES SITUATED IN THE CITY OF MERCEDES, HIDALGO COUNTY, TEXAS, BEING OUT OF LOT 16, BLOCK 82, CAPISALLO DISTRICT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "P", PAGE 227, HIDALGO COUNTY DEED RECORDS, WHICH SAID 8.834 ACRES ARE OUT OF A CERTAIN TRACT CONVEYED TO VALLEY AFFORDABLE HOUSING, LLC, GENERAL WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 3389945, HIDALGO COUNTY OFFICIAL RECORDS, SAID 8.834 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL SET (NORTHING: 16593272.547, EASTING: 1177535.711) ON THE SOUTHEAST CORNER OF SAID LOT 16, BLOCK 82, AND WITHIN THE EXISTING RIGHT-OF-WAY OF BASELINE ROAD - F.M. 491 AND MILE 9 NORTH ROAD, FROM WHICH A NO. 4 REBAR FOUND BEARS N 88° 47' 48" E, A DISTANCE OF 1,320.00 FEET AND N 01° 12' 12" W, A DISTANCE OF 20.00 FEET;

THENCE, N 01° 12' 12" W ALONG THE EAST LINE OF SAID LOT 16, BLOCK 82, AND WITHIN THE EXISTING RIGHT-OF-WAY OF BASELINE ROAD - F.M. 491, A DISTANCE OF 153.75 FEET TO A NAIL SET, FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

- THENCE, S 88° 47' 48" W AT A DISTANCE OF 40.00 FEET PASS A NO. 4 REBAR SET ON THE EXISTING WEST RIGHT-OF-WAY LINE OF BASELINE ROAD - F.M. 491, CONTINUING A TOTAL DISTANCE OF 60.00 FEET TO A NO. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT;
- THENCE, S 79° 00' 00" W A DISTANCE OF 108.57 FEET TO A NO. 4 REBAR SET, FOR AN OUTSIDE CORNER OF THIS TRACT;
- THENCE, S 89° 00' 00" W A DISTANCE OF 88.46 FEET TO A NO. 4 REBAR SET, FOR AN OUTSIDE CORNER OF THIS TRACT;
- THENCE, N 78° 30' 00" W A DISTANCE OF 138.28 FEET TO A NO. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT;
- THENCE, S 81° 00' 00" W A DISTANCE OF 227.21 FEET TO A NO. 4 REBAR SET, FOR AN OUTSIDE CORNER OF THIS TRACT;
- THENCE, S 88° 56' 08" W A DISTANCE OF 225.00 FEET TO A NO. 4 REBAR SET, FOR AN OUTSIDE CORNER OF THIS TRACT;
- THENCE, N 81° 00' 00" W A DISTANCE OF 77.81 FEET TO A NO. 4 REBAR SET, FOR THE SOUTHEAST CORNER OF THIS TRACT;
- THENCE, N 48° 00' 00" W A DISTANCE OF 69.63 FEET TO A NO. 4 REBAR SET, FOR AN OUTSIDE CORNER OF THIS TRACT;
- THENCE, N 26° 00' 00" W A DISTANCE OF 151.82 FEET TO A NO. 4 REBAR SET, FOR AN ANGLE POINT OF THIS TRACT;
- THENCE, N 27° 00' 00" W A DISTANCE OF 119.27 FEET TO A NO. 4 REBAR SET, FOR AN OUTSIDE CORNER OF THIS TRACT;
- THENCE, N 16° 15' 24" E A DISTANCE OF 68.68 FEET TO A NO. 4 REBAR SET, FOR THE NORTHWEST CORNER OF THIS TRACT;
- THENCE, N 83° 00' 00" E A DISTANCE OF 107.49 FEET TO A NO. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT;
- THENCE, IN A NORTHEASTERLY DIRECTION, ALONG A CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 18° 15' 39", A RADIUS OF 272.50 FEET, AN ARC LENGTH OF 86.85 FEET, A TANGENT OF 43.80 FEET, AND A CHORD THAT BEARS N 13° 27' 25" E A DISTANCE OF 86.48 FEET TO A NO. 4 REBAR SET, FOR AN OUTSIDE CORNER OF THIS TRACT;
- THENCE, S 54° 19' 55" E A DISTANCE OF 51.65 FEET TO A NO. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT;
- THENCE, S 73° 00' 00" E A DISTANCE OF 89.58 FEET TO A NO. 4 REBAR SET, FOR AN OUTSIDE CORNER OF THIS TRACT;
- THENCE, S 14° 58' 06" W A DISTANCE OF 20.01 FEET TO A NO. 4 REBAR SET, FOR AN ANGLE POINT OF THIS TRACT;
- THENCE, S 13° 30' 00" W A DISTANCE OF 35.67 FEET TO A NO. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT;
- THENCE, S 10° 00' 00" E A DISTANCE OF 38.20 FEET TO A NO. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT;
- THENCE, S 26° 00' 00" E A DISTANCE OF 37.97 FEET TO A NO. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT;
- THENCE, S 42° 00' 00" E A DISTANCE OF 37.97 FEET TO A NO. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT;
- THENCE, S 58° 00' 00" E A DISTANCE OF 37.97 FEET TO A NO. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT;
- THENCE, S 74° 00' 00" E A DISTANCE OF 37.97 FEET TO A NO. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT;
- THENCE, N 90° 00' 00" E A DISTANCE OF 38.20 FEET TO A NO. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT;
- THENCE, N 74° 00' 00" E A DISTANCE OF 37.88 FEET TO A NO. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT;
- THENCE, N 56° 00' 00" E A DISTANCE OF 38.11 FEET TO A NO. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT;
- THENCE, N 48° 00' 00" E A DISTANCE OF 93.20 FEET TO A NO. 4 REBAR SET FOR AN OUTSIDE CORNER OF THIS TRACT;
- THENCE, N 52° 00' 00" E A DISTANCE OF 165.21 FEET TO A NO. 4 REBAR SET, FOR AN OUTSIDE CORNER OF THIS TRACT;
- THENCE, N 75° 00' 00" E A DISTANCE OF 134.77 FEET TO A NO. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT;
- THENCE, N 68° 00' 00" E A DISTANCE OF 128.59 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;
- THENCE, N 57° 00' 00" E A DISTANCE OF 102.06 FEET TO A NO. 4 REBAR SET, FOR AN OUTSIDE CORNER OF THIS TRACT;
- THENCE, N 88° 47' 48" E AT A DISTANCE OF 19.95 FEET PASS THE EXISTING WEST RIGHT-OF-WAY LINE OF F.M. 491, CONTINUING A TOTAL DISTANCE OF 60.00 FEET TO A NAIL SET ON THE EAST LINE OF SAID LOT 16, BLOCK 82 AND WITHIN THE EXISTING RIGHT-OF-WAY OF BASELINE ROAD-F.M. 491, FOR THE NORTHEAST CORNER OF THIS TRACT;
- THENCE, S 01° 12' 12" E ALONG THE EAST LINE OF SAID LOT 16, BLOCK 82, AND WITHIN THE EXISTING RIGHT-OF-WAY OF BASELINE ROAD - F.M. 491, A DISTANCE OF 523.93 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.834 ACRES, OF WHICH 0.482 OF ONE ACRE LIES WITHIN THE EXISTING RIGHT-OF-WAY OF BASELINE ROAD - F.M. 491, LEAVING A NET OF 8.352 ACRES OF LAND, MORE OR LESS.

APPROVED BY THE CITY OF MERCEDES

SIGNATURE: _____

PRINTED NAME: _____

TITLE OF CITY OFFICIAL: _____

DATE: _____

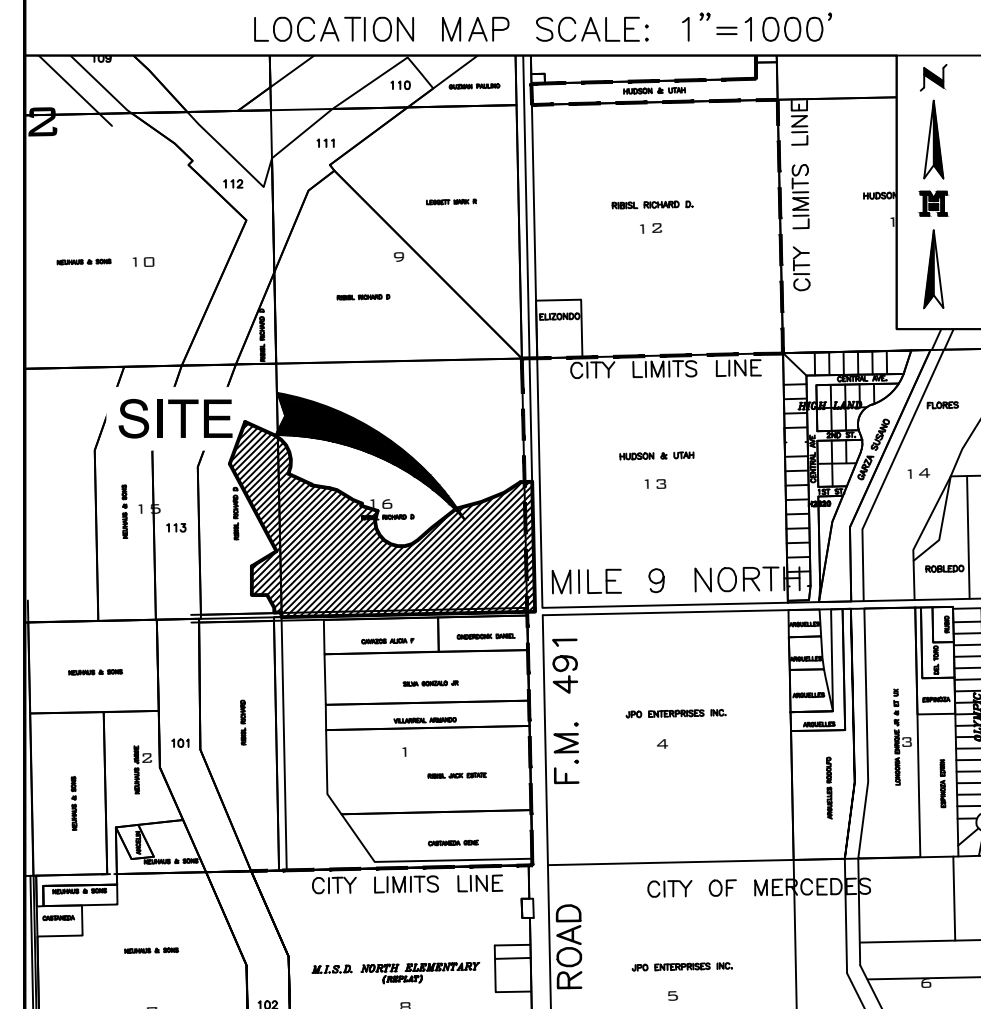
HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No.9

THIS PLAT IS APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9

DATED THIS _____ DAY OF _____, 20____.

- NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 RIGHT-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID#9.
- IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
- HCCID#9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HCCID#9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION, IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.
- HCCID#9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9



HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOS PRADOS PHASE I
SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY
COMMISSIONERS COURT

ON _____ DAY OF _____, 20____.

ATTEST: _____
HIDALGO COUNTY JUDGE

HIDALGO COUNTY CLERK

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

115 W. MCINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com

PRINCIPAL CONTACTS				
NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: NICK RHODES	200 S. 10TH ST., STE 1700	McAlLEN TEXAS 78501	C/O(956) 381-0981	C/O(956) 381-1839
ENGINEER: MARIO A. REYNA P.E.	115 W. MCINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR: ROBERTO N. TAMEZ R.P.L.S.	115 W. MCINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

PLAT OF
LOS PRADOS PHASE I SUBDIVISION

BEING A RESUBDIVISION OF 8.834 ACRES
OUT OF LOT 16, BLOCK 82,
CAPISALLO DISTRICT SUBDIVISION
RECORDED IN VOLUME "P", PAGE 227,
HIDALGO COUNTY DEED RECORDS
CITY OF MERCEDES, COUNTY OF HIDALGO, TEXAS

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ADJUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERRALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT

THE _____ DAY OF _____, 20____.

(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED NICK RHODES, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY

OF _____, 20____.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

APPROVAL BY PLANNING AND ZONING COMMISSION:

I, _____, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION, HEREBY CERTIFY THAT THE SUBDIVISION PLAT CONFORMS TO REQUIREMENTS OF THE SUBDIVISION REGULATION THE CITY.

CHAIRMAN, PLANNING & ZONING COMMISSION

APPROVED:

DATE _____

APPROVAL BY CITY COMMISSION

APPROVED AND ACCEPTED BY THE CITY COMMISSION OF MERCEDES, TEXAS, ON THIS, THE _____ DAY OF _____, 20____.

MAYOR

ATTEST:

CITY SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

KNOWN ALL MEN BY THESE PRESENTS:
THAT I, NICK RHODES, OWNER OF THE LAND SHOWN ON THIS PLAT DESIGNATED HEREIN AS "LOS PRADOS PHASE I SUBDIVISION" OF THE CITY OF MERCEDES, TEXAS WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY GRANT EASEMENT FOR THE USE OF THE STREETS AND ALLEYS EASEMENT IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF MERCEDES, EMPLOYEES OF UTILITIES, OPERATING UNDER FRANCHISE TO THE CITY OF MERCEDES AND OWNERS OF THE SUBDIVISION AND THEIR GUESTS. OWNERSHIP AND MAINTENANCE OF ALL STREETS AND DRAINAGE IMPROVEMENTS SHALL REMAIN WITH AND BE THE RESPONSIBILITY OF POP HOLDINGS.

RHODES DEVELOPMENT, INC.
NICK RHODES, PRESIDENT
200 S. 10TH ST., STE. 1700
MCALLEN, TEXAS 78501
HIDALGO COUNTY, TEXAS

DATE:

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED NICK RHODES, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____.

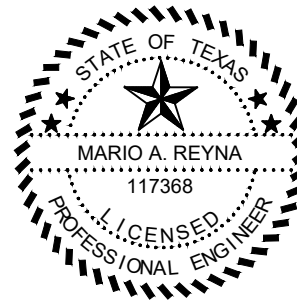
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, MARIO A. REYNA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

MARIO A. REYNA, P.E. 117368
PLAT No. 23128.00
DATE PREPARED: 05/07/2024 BY: R.D.J.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435



STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE HEREIN PRESENTED PLAT AND DESCRIPTION OF LOS PRADOS PHASE I SUBDIVISION, WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 04-20-22, AND THAT IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.



ROBERTO N. TAMEZ R.P.L.S. # 6238
DATE SURVEYED: 03-17-2022
SURVEY JOB No. 23128.08

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOS PRADOS PHASE I SUBDIVISION
WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON _____ DAY OF _____, 20____.

ENVIRONMENTAL HEALTH DIVISION MANAGER



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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

PLAT OF LOS PRADOS PHASE I SUBDIVISION

BEING A RESUBDIVISION OF 8.834 ACRES
OUT OF LOT 16, BLOCK 82,
CAPISALLO DISTRICT SUBDIVISION
RECORDED IN VOLUME "P", PAGE 227,
HIDALGO COUNTY DEED RECORDS
CITY OF MERCEDES, COUNTY OF HIDALGO, TEXAS

SAN. SEW. LEGEND

- 4" SINGLE SANITARY SERV. CONN.
- 4" - TWO SINGLE SANITARY SERV. CONN.
- PROF. 48" DIA. FIBERGLASS M.H. UNLESS OTHERWISE NOTED SEE SANITARY SEWER DETAIL SHEET

WATER LEGEND

- PROP. FIRE HYDRANT
- PROP. GATE VALVE
- PROP. TEE
- TRENCH
- 4" CASING
- 2" CASING
- 1" SINGLE WATER SERVICE (PROPOSED)

NOTE: PROPOSED WATERMETERS TO BE LOCATED OUTSIDE OF PAVED AREAS.

MAP OF WATER DISTRIBUTION SYSTEM MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

COST ESTIMATE:

PAVING IMPROVEMENTS: \$
DRAINAGE IMPROVEMENTS: \$
WATER DISTRIBUTION: \$
SANITARY SEWER IMPROVEMENTS: GRAVITY: \$

ESTIMACION DE COSTOS:

PAVIMENTACION DE CALLES: \$
DRENAJE PLUVIAL: \$
SERVICIO DE AGUA POTABLE: \$
SERVICIO DE DRENAJE SANITARIO: \$

SUBDIVIDER CERTIFICATION:

BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

I, NICK RHODES, SUBDIVIDER OF LOS PRADOS PHASE I SUBDIVISION, SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

RHODES DEVELOPMENT, INC.
NICK RHODES, PRESIDENT
200 S. 10TH ST., STE. 1700
MCALLEN, TEXAS 78501
HIDALGO COUNTY, TEXAS

DATE: _____

STATE OF TEXAS \$
COUNTY OF HIDALGO \$

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED NICK RHODES, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN

STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20 _____

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

FINAL WATER AND SEWER ENGINEERING REPORT FORMAT
WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

LOS PRADOS PHASE I SUBDIVISION SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY CITY OF MERCEDES. THE SUBDIVIDER AND THE CITY OF MERCEDES HAVE ENTERED INTO A CONTRACT IN WHICH CITY OF MERCEDES HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND CITY OF MERCEDES HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

CITY OF MERCEDES HAS AN EXISTING 12" WATER LINE ALONG THE WEST SIDE OF F.M. 491-BASELINE ROAD RUNNING NORTH AND SOUTH. THE WATER SYSTEM FOR LOS PRADOS PHASE I SUBDIVISION SUBDIVISION CONSISTS OF AN 8" WATER LINE THAT CONNECTS TO THE EXISTING 12" WATER LINE APPROXIMATELY AT 7 FEET SOUTH & 35 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTH BOUNDARY LINE OF THIS SUBDIVISION. THIS 8" WATER LINE RUNS APPROXIMATELY 1279 FEET WEST WITHIN A 40.0 FOOT ROAD RIGHT-OF-WAY ALONG THE SOUTH RIGHT-OF-WAY OF MILE 9 NORTH ROAD, AND CAPPED FOR FUTURE PHASE CONNECTION. AN 8" WATERLINE LATERALS CONNECTING TO THE PROPOSED 8" WATERLINE THAT WILL RUN NORTH WITHIN A PROPOSED 50.00 FOOT ROAD RIGHT-OF-WAY OF INTERIOR STREETS, CONNECTING TO A PROPOSED 8" WATERLINE RUNNING EAST WITHIN A 15' UTILITY EASEMENT AND CONTINUING TO RUN EAST WITHIN A PROPOSED 50.00 FOOT ROAD RIGHT-OF-WAY OF INTERIOR STREETS ALONG THE NORTH SIDE OF THE PHASE I BOUNDARY CONNECTING TO THE EXISTING 12" WATER LINE TO SERVICE THIS SUBDIVISION.

WATER DISTRIBUTION FOR LOS PRADOS PHASE I SUBDIVISION SUBDIVISION CONSISTS OF FORTY-EIGHT (48) 2" DIAMETER SINGLE SERVICE LINES SERVING NINETEEN (19) SINGLE LOTS, AND SEVENTEEN (17) 1" DIAMETER SINGLE SERVICE LINES SERVING SEVENTEEN (17) SINGLE LOTS. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" WATER LINES AND 1" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF \$ XXXXX, OR \$ XXXXX PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID CITY OF MERCEDES THE SUM OF \$ XXX,XXX, WHICH COVERS THE \$ XXX,XXX COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO CITY OF MERCEDES DEPARTMENT. UPON REQUEST BY THE LOT OWNER, CITY OF MERCEDES, WILL PROMPTLY INSTALL AT NO CHARGE, THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 4 FIRE HYDRANTS AT A UNIT COST OF \$ XXXX.00 FOR A TOTAL COST OF \$XX,XXX.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY CITY OF MERCEDES, AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION, COST, AND OPERABILITY DATES:

SEWAGE FROM LOS PRADOS PHASE I SUBDIVISION ON SITE GRAVITY SANITARY SEWER SYSTEM, DISCHARGING INTO AN EXISTING 12" GRAVITY LINE.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF \$ XXXXXXX, WHICH EQUALS TO \$ XXXXX SEWAGE FACILITIES. GRAVITY SANITARY SEWER SYSTEM IS ESTIMATED TO COST \$XX,XXX.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF \$XXX,XXX.00 FOR THE ENTIRE SUBDIVISION.

ENGINEER'S SIGNATURE _____

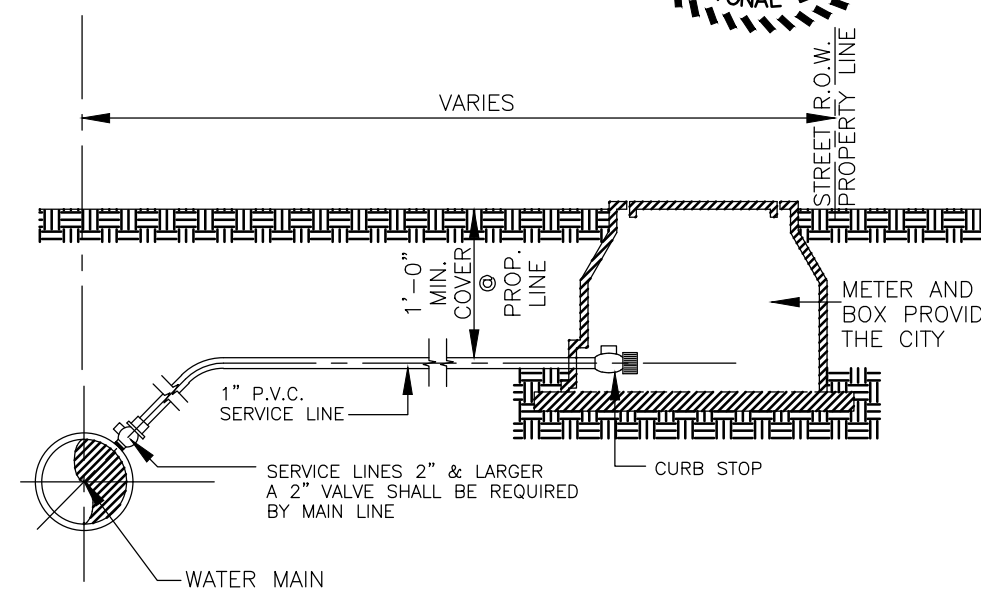
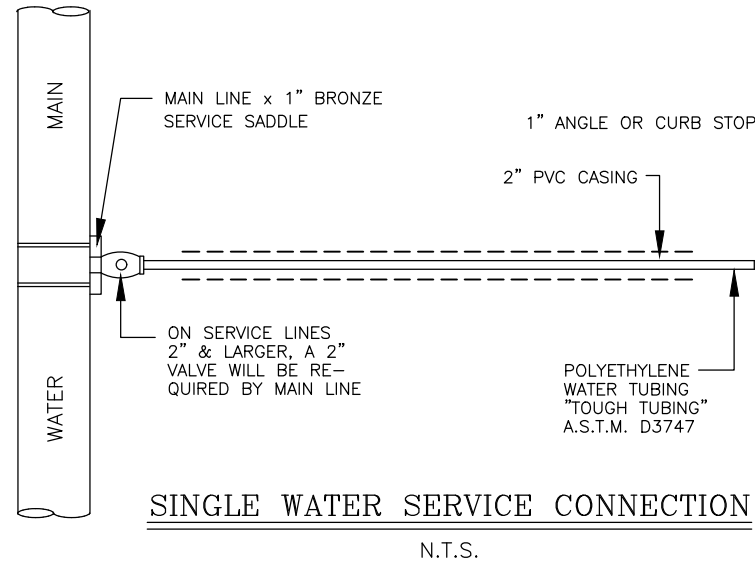
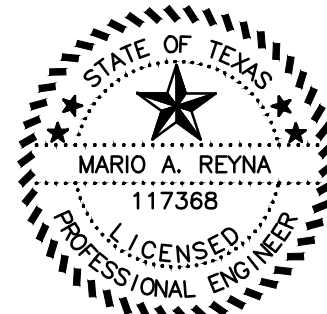
DATE _____



FIRMA DEL INGENIERO _____

FECHA _____

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

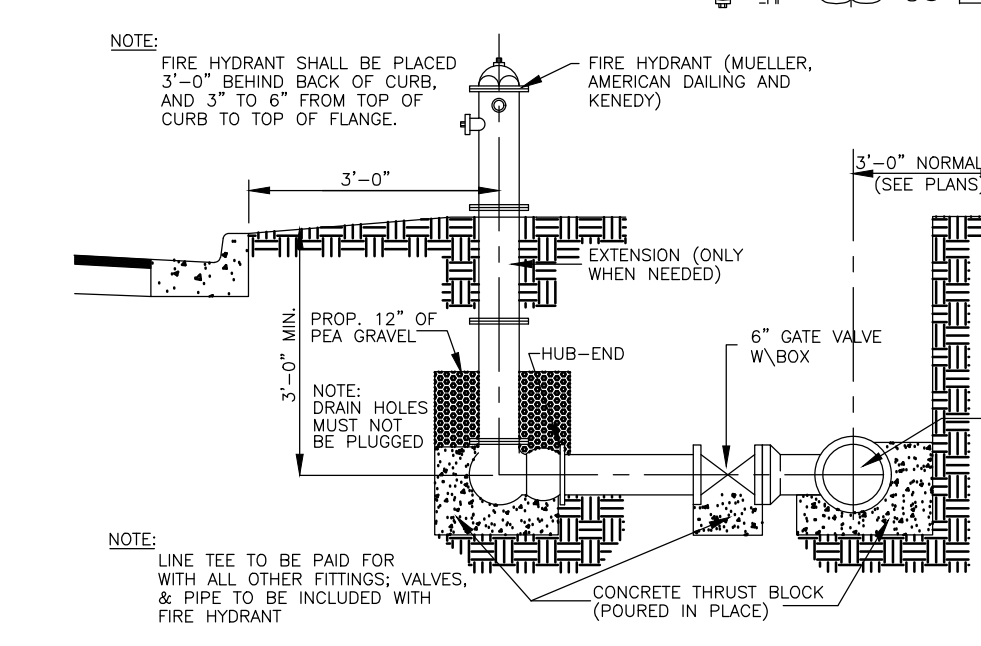
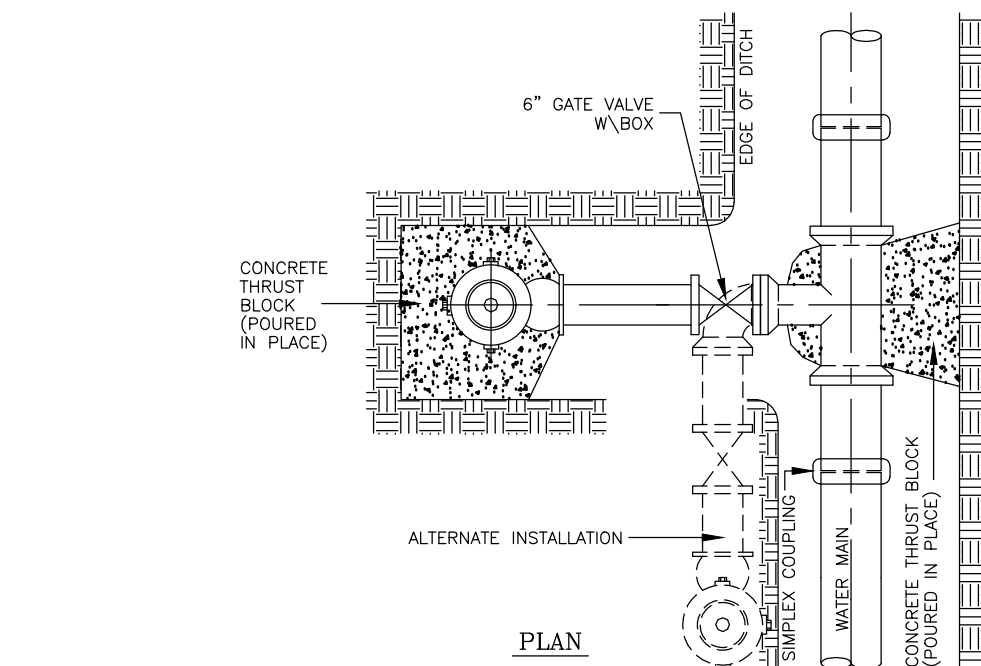


GENERAL NOTES :

- ALL COMPRESSION OR PACK TYPE FITTINGS & JOINTS REQUIRE STAINLESS STEEL INSERTS OF REQUIRED SIZE.
- WATER SERVICE CONNECTIONS CROSSING A STREET SHALL BE ENCASED IN A 2" (FOR SINGLE SERVICE) AND 3" (FOR A DUAL SERVICE) P.V.C. SHC40 CASING. LENGTH OF CASING SHALL BE WIDTH OF STREET PLUS 10.0 FEET.

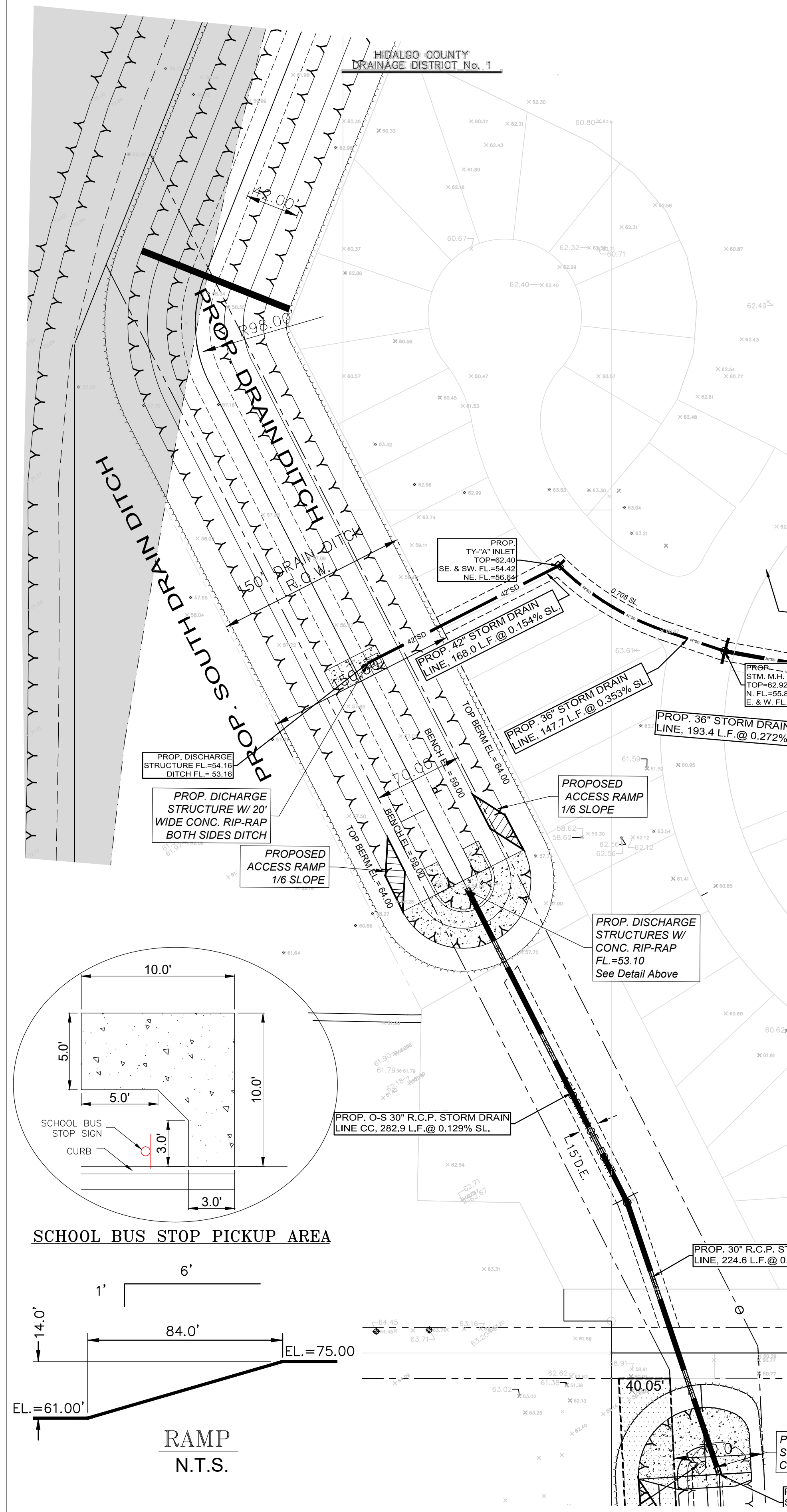
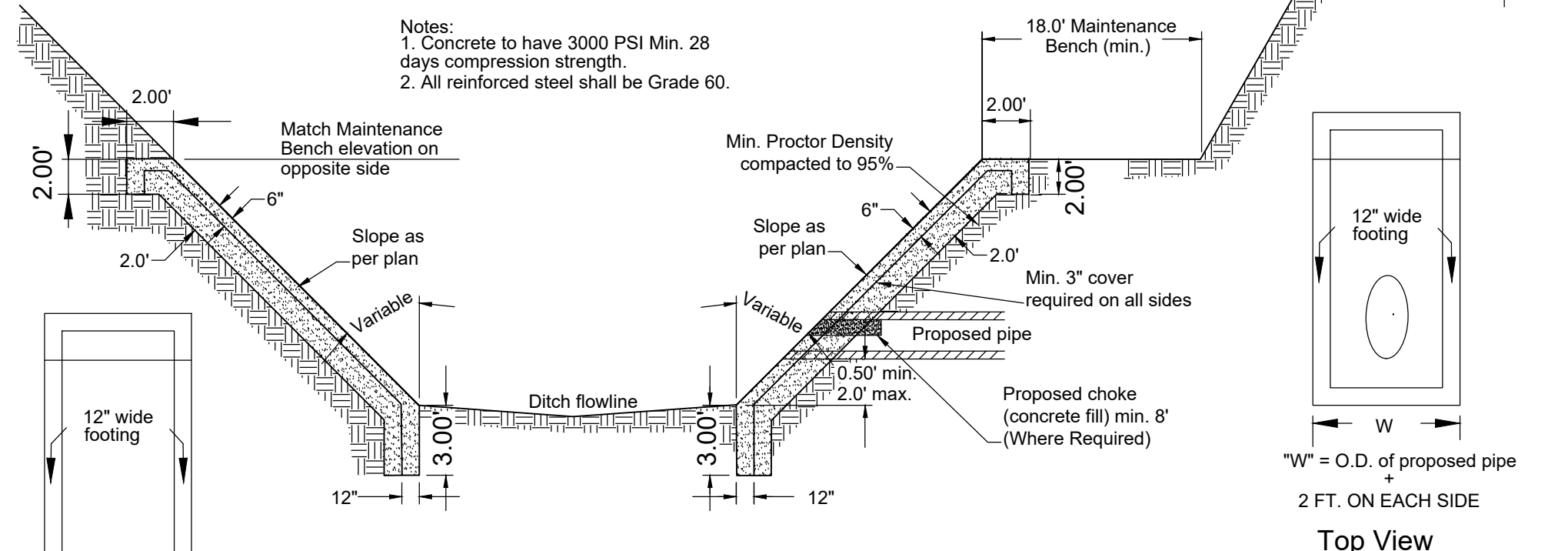
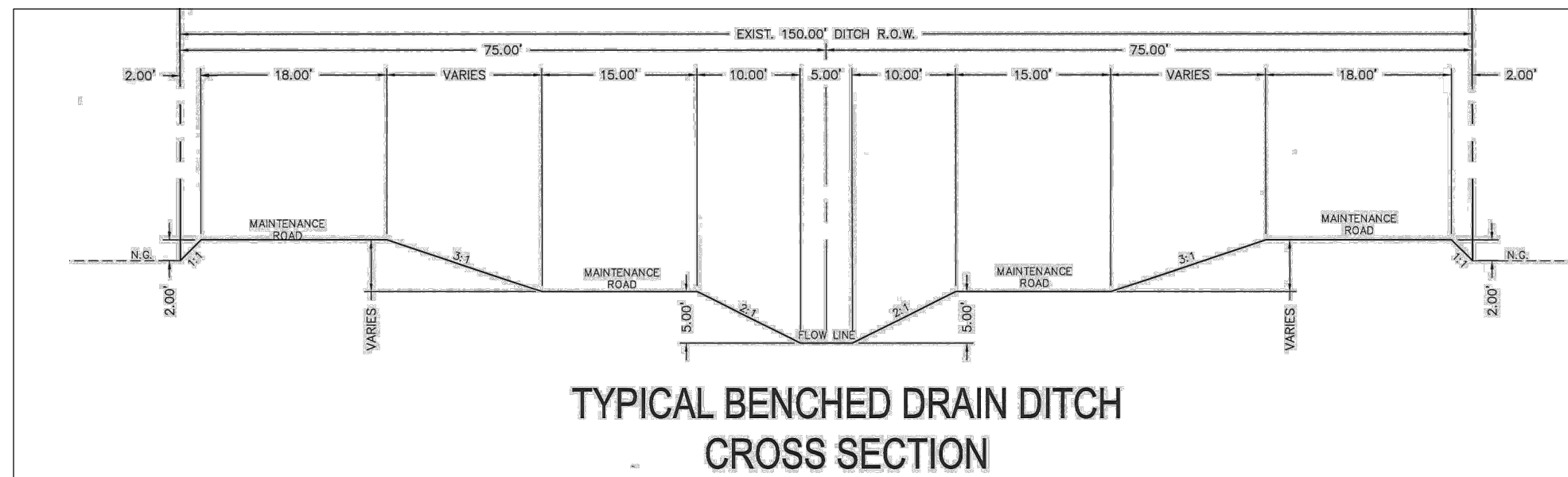
TYPICAL WATER SERVICE CONNECTION

N.T.S.



TYPICAL FIRE HYDRANT INSTALLATION

N.T.S.



H.C.D.#1 STORM DISCHARGE STRUCTURE (DITCH WITH BENCH)

PLAT OF
LOS PRADOS PHASE I SUBDIVISION
BEING A RESUBDIVISION OF 8.834 ACRES
OUT OF LOT 16, BLOCK 82,
CAPISALLO DISTRICT SUBDIVISION
RECORDED IN VOLUME "P", PAGE 227,
HIDALGO COUNTY DEED RECORDS
CITY OF MERCEDES, COUNTY OF HIDALGO, TEXAS



DRAINAGE STATEMENT
LOS PRADOS MASTER SUBDIVISION

LOS PRADOS PHASE I SUBDIVISION IS A TRACT OF LAND CONTAINING 8.834 ACRES SITUATED IN THE CITY OF MERCEDES E.T.J., COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OUT OF LOT 16, BLOCK 82, CAPISALLO DISTRICT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "P", PAGE 227, HIDALGO COUNTY DEED RECORDS. THIS SUBDIVISION FALLS IN "ZONE "X" (UNSHADED) ACCORDING TO FEMA FIRM COMMUNITY-PANEL NUMBER: 480334 0450 C MAP REVISED: JUNE 6, 2000. REVISED TO REFLECT LOMR: MAY 30, 2002. ZONE "X" (UNSHADED) WHICH IS DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.

THE PROPERTY IS LOCATED ON THE NORTHWEST CORNER OF THE INTERSECTION OF MILE 9 NORTH & BASELINE ROAD (F.M. 491). THE PROPERTY IS CURRENTLY OPEN WITH A PROPOSED WITH A PROPOSED MASTER PLAN DEVELOPMENT OF 527 RESIDENTIAL LOTS, DEVELOPED IN SEVEN PHASES, FROM PHASE 1 TO PHASE 7, IN THE CITY OF MERCEDES, TEXAS.

THE SOILS ARE (19) HARLINGEN CLAY, (25) HIDALGO FINE SANDY LOAM, (26) HIDALGO FINE SANDY LOAM, (28) HIDALGO SANDY CLAY LOAM, MODERATE INFILTRATION RATE WHEN THOROUGHLY WET, ALL IN HYDROLOGIC GROUP "B" RESPECTIVELY. FOR THE PURPOSE OF THIS REPORT THE SITE FALLS MOSTLY IN HIDALGO FINE SANDY LOAM HIDALGO SANDY CLAY LOAM, (52) RAYMONDVILLE CLAY LOAM, (W) WATER, WHICH ARE IN HYDROLOGIC GROUP "D, B, B, C, C, AND D" RESPECTIVELY. SOIL GROUP "D" HAVING A VERY SLOW INFILTRATION RATE IS NOT VERY PERVIOUS AND HAS A HIGH PLASTICITY INDEX. SOIL GROUP "B" HAVING A MODERATE INFILTRATION RATE WHEN THOROUGHLY WET, IS MODERATELY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX. SOIL GROUP "C" HAVING A SLOW INFILTRATION RATE WHEN THOROUGHLY WET, IS MODERATELY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX. (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS"). FOR THE PURPOSE OF THIS REPORT, WE WILL USE SOIL TYPE "C", THE MOST COMMON SOIL ON THE SITE.

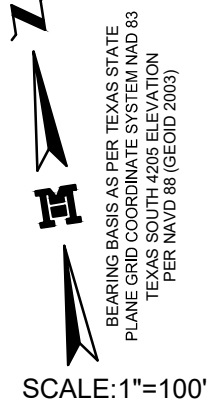
EXISTING RUNOFF IS IN A NORTHEASTERLY DIRECTION, WITH A RUNOFF OF 5.05 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS. PROPOSED RUNOFF AFTER DEVELOPMENT IS 25.31 C.F.S., DURING THE 50-YEAR STORM FREQUENCY, PER THE ATTACHED CALCULATION, WHICH IS AN INCREASE OF 20.26 C.F.S.

THE PROPOSED DRAINAGE FOR THIS SUBDIVISION SHALL CONSIST OF SURFACE RUNOFF FROM THE LOTS INTO THE PROPOSED STREETS AND COLLECTED BY TYPE "A" INLETS LOCATED AT KEY POINTS WITHIN THE SUBDIVISION. THE PIPE SIZE DIAMETERS SHALL RANGE FROM 24" TO 42". THE PROPOSED STORM SYSTEM SHALL DISCHARGE INTO TWO PROPOSED DETENTION AREAS, DEDICATED TO H.C.D.#1. BY THIS PLAT, THE PROPOSED DRAINAGE DITCHES ARE LOCATED ON THE NORTHWEST SIDE OF THIS PROPERTY, WHICH WILL THEN DISCHARGE ULTIMATELY WITH A 30" PIPE INTO AN EXISTING H.C.D.#1 DRAIN DITCH LOCATED ON THE SOUTH AND EAST SIDE OF THE PROPERTY. IMPROVEMENTS WILL BE MADE TO THE WEST SIDE OF THIS EXISTING DITCH TO MAXIMIZE DETENTION AVAILABLE. IN ACCORDANCE WITH THE CITY OF MERCEDES AND H.C.D.#1 POLICY, THE PEAK RATE OF RUNOFF IN THIS SUBDIVISION WILL NOT BE INCREASED DURING THE 50-YEAR RAINFALL EVENT DUE TO THE BUILDING OF THIS SUBDIVISION. THEREFORE, AS PER ATTACHED CALCULATIONS, THE REQUIRED 39,568 CUBIC FEET OF DETENTION WILL BE PROVIDED WITHIN THE PROPOSED DRAIN DITCHES.

THE FINISHED FLOOR ELEVATION FOR THE PROPOSED BUILDINGS SHALL BE 18 INCHES ABOVE THE FRONT TOP OF CURB, MEASURED FROM THE CENTER OF THE LOT. NATURAL GROUND SHALL BE GRADED IN SUCH MANNER THAT IT WILL ALLOW RUNOFF TO DRAIN AWAY FROM THE BUILDINGS, AS WELL AS AVOID THE CONCENTRATION OF RUNOFF ONTO OTHER LOTS WITHIN THE SUBDIVISION.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOODPLAIN AS DESCRIBED IN PARTIALLY IN "ZONE "A" ACCORDING TO FEMA FIRM COMMUNITY-PANEL NUMBER: 480334 0450 C MAP REVISED: JUNE 6, 2000. REVISED TO REFLECT LOMR: MAY 30, 2002. ZONE "A" WHICH IS DESIGNATED AS "NO BASE ELEVATION DETERMINED." AREA TO BE REDEFINED BY REMOVING LOTS FROM FLOOD ZONE DURING MASTER DRAINAGE PLAN FINAL PHASE, AND MOSTLY IN "ZONE "X" (UNSHADED) ACCORDING TO FEMA FIRM COMMUNITY-PANEL NUMBER: 480334 0450 C MAP REVISED: JUNE 6, 2000. REVISED TO REFLECT LOMR: MAY 30, 2002. ZONE "X" (UNSHADED) WHICH IS DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN. IS CONTAINED WITHIN THE EXCAVATION OF PROPOSED DRAIN DITCH AS SHOW ABOVE.

MARIO A. REYNA, PE #117368 DATE:

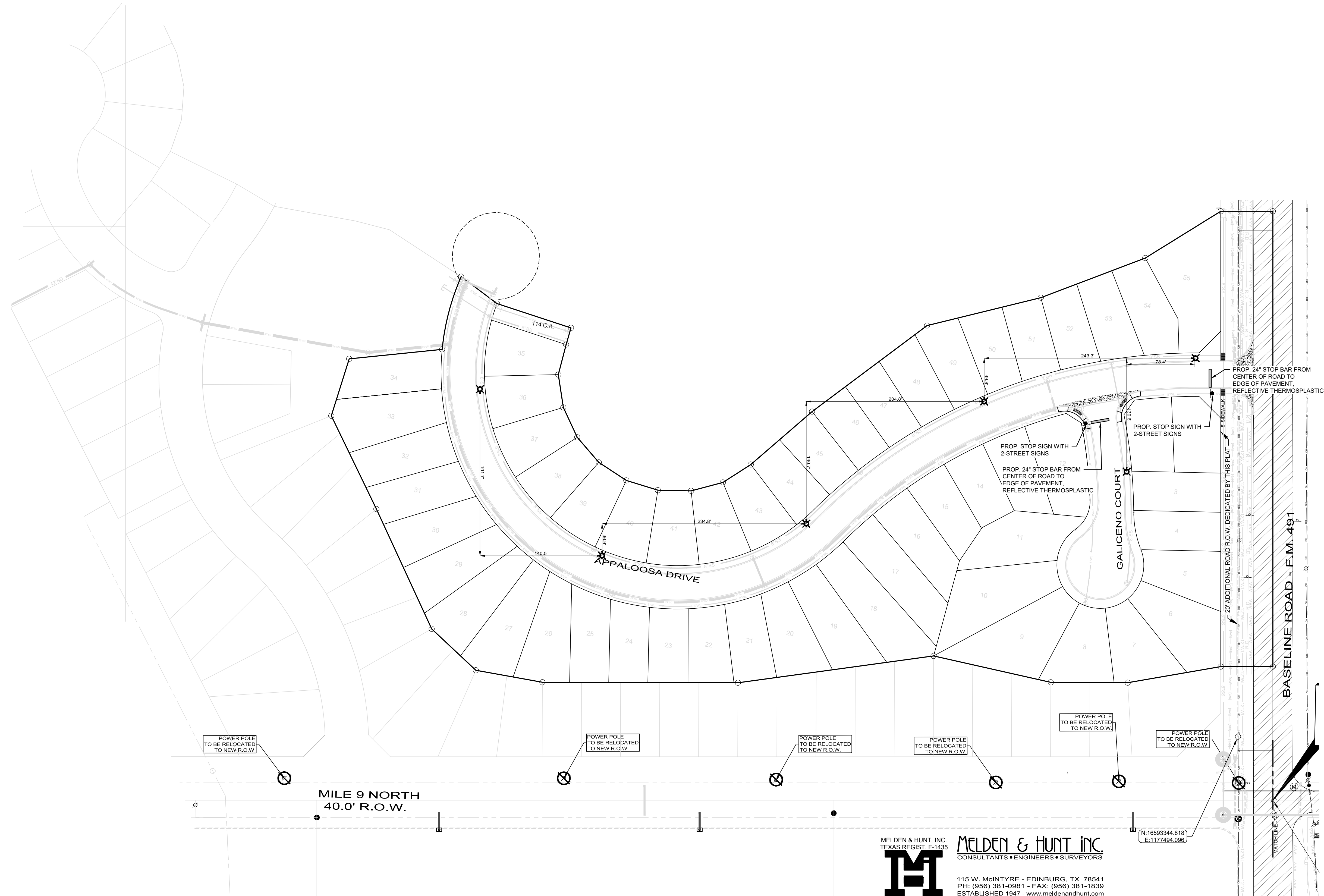


MELDEN & HUNT, INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. MCINTYRE - EDINBURG, TX 77541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com

PLAT OF LOS PRADOS PHASE I SUBDIVISION

BEING A RESUBDIVISION OF 8.834 ACRES
OUT OF LOT 16, BLOCK 82,
CAPISALLO DISTRICT SUBDIVISION
RECORDED IN VOLUME "P", PAGE 227,
HIDALGO COUNTY DEED RECORDS
CITY OF MERCEDES, COUNTY OF HIDALGO, TEXAS

SCALE: 1"=60'



MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

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115 W. MCINTYRE - EDINBURG, TX 78541
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FIRM NAME: MELDEN & HUNT, INC.
TBPELS FIRM #F1435
TITLE: LOS PRADOS MASTER SUBDIVISION
PREPARED BY: MARIO A. REYNA, P.E
DATE: December 19, 2023
Revised: January 25, 2024



M. H.
1-25-24

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- 2. Drainage Calculations**
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- 4. Time of Concentration Determination Table (If Applicable)**
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- 6. USGS Topographical Map**
- 7. Rainfall Intensity Table**
- 8. Street Velocities & Capacities Flowing Curb Full Table**
- 9. USDA Soils Map**
- 10. USDA Soils Legend & Description**
- 11. FEMA FIRM with site location**



TBPELS Firm # F-1435
TBPELS # 10096900

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

MARIO A. REYNA • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ

Drainage Statement

LOS PRADOS MASTER SUBDIVISION

December 19, 2023, Rev: January 25, 2024

LOS PRADOS MASTER SUBDIVISION is a tract of land containing 98.752 acres situated in the City of Mercedes E.T.J., County of Hidalgo, Texas, being a part or portion out of Lot 2, Block 81, and out of Lots 9,10,15, and all of Lot 16, Block 82, Capissallo District Subdivision, according to the plat thereof recorded in volume "P", page 227, Hidalgo County Deed Records. This subdivision falls partially in "Zone A" according to FEMA FIRM Community-Panel number: 480334 0450 C Map revised: June 6, 2000. Revised to reflect LOMR: May 30, 2002 Zone "A" which is designated as "No base elevation determined." Area to be redefined by removing lots from flood zone during Master drainage plan final phase, And mostly in "Zone X" (Unshaded) according to FEMA FIRM Community-Panel number: 480334 0450 C Map revised: June 6, 2000. Revised to reflect LOMR: May 30, 2002. Zone "X" (Unshaded) which is designated as "Areas determined to be outside 500-year flood plain.

The property is located on the northwest corner of the intersection of Mile 9 North & Baseline Road (F.M. 491). The property is currently open with a proposed with a proposed Master plan development of 527 residential lots, developed in Seven phases, from Phase 1 to Phase 7, in the City of Mercedes, Texas.

The soils are (19) Harlingen clay, (25) Hidalgo fine sandy loam, (26) Hidalgo fine sandy loam, (28) Hidalgo sandy clay loam, moderate infiltration rate when thoroughly wet, all in Hydrologic Group "B" respectively. For the purpose of this report the site falls mostly in Hidalgo fine sandy loam Hidalgo sandy clay loam, (52) Raymondville clay loam, (w) water. which are in Hydrologic Group "D, B, B, B, C, and D" respectively. Soil Group "D" having a very slow infiltration rate is not very pervious and has a high plasticity index. Soil Group "B" having a moderate infiltration rate when thoroughly wet. is moderately pervious with a relatively low plasticity index. Soil Group "C" having a slow infiltration rate when thoroughly wet, is moderately pervious with a relatively low plasticity index. (See excerpts from "Soil Survey of Hidalgo County, Texas"). For the purpose of this report, we will use soil type "C", the most common soil on the site.

Existing runoff is in a northeasterly direction, with a runoff of 35.53 c.f.s. during the 10-year storm frequency as per the attached calculations. Proposed runoff after development is 170.00 c.f.s., during the 50-year storm frequency, per the attached calculation, which is an increase of 134.47 c.f.s

The proposed drainage for this subdivision shall consist of surface runoff from the lots into the proposed streets and collected by Type "A" inlets located at key points within the subdivision. The pipe size diameters shall range from 24" to 42". The proposed storm system shall discharge into two proposed detention areas, dedicated to H.C.D.D. No.1 by this plat. The proposed drainage ditches are located on the Northwest side of this property, which will then discharge ultimately with a 30" pipe into an existing H.C.I.D. #9 drain ditch located on the south and east side of the property. Improvements will be made to the west side of this existing ditch to maximize detention available. In accordance with the City of Mercedes and H.C.D.D. #1 policy, the peak rate of runoff in this subdivision will not be increased during the 50-year rainfall event due to the building of this subdivision. Therefore, as per attached calculations, the required 701,193.4 cubic feet of detention will be provided within the Proposed drain ditches.

M. R. 1-25-24
Mario A. Reyna, P.E. #117368



DRAINAGE REPORT

PROJECT NAME: **LOS PRADOS MASTER** # of Lots: **527**
 PROJECT NUMBER: **22119**
 DATE: **12/19/2023, Rev: 1/25/24**

I. Existing Condition-10 year

Ex. Area: **4,301,628.17** sf
 98.75 ac

Int. Coeff. "k" **0.213** Table 3-2
 K_p **3.28**
 Length **2626** ft
 Velocity **0.34932** ft/sec

Slope : **0.25** %
 tc : **125.29** min
 Rainfall Intensity (10yr)
 c factor
 Q peak existing condition:

1.689 in/hr
0.213
35.53 cfs
30" PIPE
RESTRICTION
20.711 cfs

II. Future Condition-50 year

Future area: **4,301,628.17** sf
 98.75 ac
 Slope : **0.25** %
 tc : **56.10** min

Rainfall Intensity (50yr) **4.261** in/hr
 c factor **0.404**
 Q future cond. = Aci = i * = **170.00** * **0.40**
39.8957249 i

time min.	time hour	i in/hr	Qin cfs	Vin cf	Qout cfs	Vout cf	REQ'D V cf
5	0.08	12.477	497.78	149334	20.71	37963	111370
10	0.17	10.253	409.05	245431	20.71	41070	204361
15	0.25	8.761	349.53	314574	20.71	44177	270397
25	0.42	6.864	273.84	410766	20.71	50390	360377
35	0.58	5.697	227.29	477300	20.71	56603	420697
45	0.75	4.899	195.45	527713	20.71	62816	464896
55	0.92	4.316	172.19	568227	20.71	69030	499197
65	1.08	3.869	154.36	601991	20.71	75243	526748
75	1.25	3.514	140.19	630871	20.71	81456	549415
85	1.42	3.226	128.70	656388	20.71	87670	568719
95	1.58	2.986	119.13	679033	20.71	93883	585150
105	1.75	2.782	110.99	699236	20.71	100096	599140
115	1.92	2.608	104.05	717932	20.71	106310	611622
125	2.08	2.456	97.98	734879	20.71	112523	622356
135	2.25	2.323	92.68	750690	20.71	118736	631954
145	2.42	2.205	87.97	765340	20.71	124949	640390
155	2.58	2.100	83.78	779164	20.71	131163	648001
165	2.75	2.006	80.03	792305	20.71	137376	654929
175	2.92	1.920	76.60	804298	20.71	143589	660708
185	3.08	1.843	73.53	816159	20.71	149803	666356
195	3.25	1.772	70.70	827134	20.71	156016	671118
205	3.42	1.707	68.10	837655	20.71	162229	675425
215	3.58	1.647	65.71	847637	20.71	168443	679194
225	3.75	1.592	63.51	857439	20.71	174656	682783
235	3.92	1.541	61.48	866858	20.71	180869	685989

Y:\Land Development\Residential\Mercedes\23128 - Los Prados phase 1 redesign\Drainage Report\NEW DRAINAGE REPORT 12-18-23\NEW 23128- MASTER PLAN Hidalgo County DRAIN-10 and 50 rev-NOAA Atlas 14

245	4.08	1.493	59.56	875595	20.71	187082	688513
255	4.25	1.448	57.77	883866	20.71	193296	690570
265	4.42	1.407	56.13	892519	20.71	199509	693010
275	4.58	1.368	54.58	900526	20.71	205722	694804
285	4.75	1.331	53.10	908031	20.71	211936	696095
295	4.92	1.297	51.74	915882	20.71	218149	697733
305	5.08	1.264	50.43	922836	20.71	224362	698474
315	5.25	1.233	49.19	929718	20.71	230576	699142
325	5.42	1.204	48.03	936672	20.71	236789	699883
335	5.58	1.177	46.96	943841	20.71	243002	700839
345	5.75	1.150	45.88	949718	20.71	249215	700502
355	5.92	1.125	44.88	956001	20.71	255429	700573
365	6.08	1.102	43.97	962835	20.71	261642	701193
375	6.25	1.079	43.05	968568	20.71	267855	700713
385	6.42	1.057	42.17	974122	20.71	274069	700053
395	6.58	1.037	41.37	980513	20.71	280282	700231
405	6.75	1.017	40.57	985947	20.71	286495	699452
415	6.92	0.998	39.82	991417	20.71	292709	698708
425	7.08	0.980	39.10	996994	20.71	298922	698072
435	7.25	0.962	38.38	1001710	20.71	305135	696575
445	7.42	0.946	37.74	1007694	20.71	311348	696346
455	7.58	0.930	37.10	1012913	20.71	317562	695351
465	7.75	0.914	36.46	1017365	20.71	323775	693590
475	7.92	0.899	35.87	1022188	20.71	329988	692200
485	8.08	0.885	35.31	1027455	20.71	336202	691253
495	8.25	0.871	34.75	1032051	20.71	342415	689636
505	8.42	0.857	34.19	1035976	20.71	348628	687348
515	8.58	0.845	33.71	1041697	20.71	354842	686856
525	8.75	0.832	33.19	1045587	20.71	361055	684532
535	8.92	0.820	32.71	1050135	20.71	367268	682867
545	9.08	0.808	32.24	1054109	20.71	373481	680627
555	9.25	0.797	31.80	1058837	20.71	379695	679142
565	9.42	0.786	31.36	1063038	20.71	385908	677129
575	9.58	0.775	30.92	1066712	20.71	392121	674591
585	9.75	0.765	30.52	1071260	20.71	398335	672925

Storage Required: 701,193.4 cf
Storage Required: 16.097 Ac.-Ft.
w/ release rate of: 35.53 cfs
Storage / Ac. Development: 0.163 Ac.Ft. per Ac.
Storage / Lot: 1330.5 cf per lot



Manning Formula Uniform Pipe Flow at Given Slope and Depth

MASTERPLAN LOS PRADOS SUBDIVISION			
30" PIPE DISCHARGE			
Inputs		Results	
Pipe diameter, d_o	30 in	Flow, Q (See notes)	20.7106 cfs
Manning roughness, n	0.013	Velocity, v	4.2193 ft/sec
Pressure slope (possibly $\neq$ equal to pipe slope), S_o	0.255 % rise/run	Velocity head, h_v	3.3202 in H ₂ O
Percent of (or ratio to) full depth (100% or 1 if flowing full)	100 %	Flow area	706.8598 sq. in.
		Wetted perimeter	94.2478 in
		Hydraulic radius	7.5000 in
		Top width, T	0.0000 in
		Froude number, F	0.00
		Average shear stress (tractive force), τ	0.0995 psf



Notes:

This is the flow and depth *inside* the pipe.

Getting the flow into the pipe may require significantly higher headwater depth. Add at least 1.5 times the velocity head to get the headwater depth or [see my 2-minute tutorial](#) for standard culvert headwater calculations using HY-8.

TABLE 3-2: Intercept Coefficients	
Land Cover/ Flow Regime	"k"
Forest with heavy ground litter; hay meadow (overland flow)	0.076
Trash fallow or minimum tillage cultivation; contour or strip cropped; woodland (overland flow)	0.152
Short grass pasture (overland flow)	0.213
Cultivated straight row (overland flow)	0.274
Nearly bare and untilled (overland flow); alluvial fans in western mountain regions	0.305
Grassed waterway (shallow concentrated flow)	0.457
Unpaved (shallow concentrated flow)	0.491
Paved area (shallow concentrated flow); small upland gullies	0.619

Weighted "c" value				
Type of Drainage Area	"c" value	Square Footage	Acreage	partial "c"
Residential				
Single Family (Lots less than 1/4 acre)	0.35	2703906	62.073	21.726
Single Family (Lots 1/4 to 1/2 acre)	0.3	0.00	0.000	0.000
Single Family (Lots greater than 1/2 acre)	0.25	0	0.000	0.000
Multi-Family (Less than 20 DU / AC)	0.5	0	0.000	0.000
Multi-Family (Greater than 20 DU / AC)	0.55	0	0.000	0.000
Business Districts:	0.75	0	0.000	0.000
Industrial				
Light areas	0.75	0	0.000	0.000
Heavy areas	0.75	0	0.000	0.000
Railroad yard areas	0.2	0	0.000	0.000
Roof/Building areas	0.75	0	0.000	0.000
Parks, cemeteries	0.1	0	0.000	0.000
Unimproved Areas				
Bare Surface	0.3	442726	10.164	3.049
Grassland	0.25	582917	13.382	3.345
Cultivated	0.2	0	0.000	0.000
Woodlands	0.15	0	0.000	0.000
Streets				
Asphalt	0.9	433614	9.954	8.959
Concrete	0.9	77763	1.785	1.607
Drives and walks	0.9	60702	1.394	1.254
Total:		4,301,628	98.752	39.940
Weighted "c":			0.404	

$$C_W = (C_1 A_1 + C_2 A_2 + C_3 A_3 + \dots + C_n A_n) / A_{\text{total}}$$

C_W = Weighted Runoff Coefficient (Composite Coefficient)

C_n = Runoff Coefficient n-th term

A_n = Area of n-th term

A_{total} = Total Area (acres)

A_{total} = Total Area (acres)



LOS PRADOS
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TABLE I TIME OF CONCENTRATION DETERMINATION LOS PRADOS MASTER											
COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH/DIA. (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
D.A.#1A	Overland & Gutter	0.404	100		11.1			300	0.4	12.5	23.6
D.A.#1A-D.A.#2A	Pipe Flow	0.404						35	3.0	0.2	23.8
D.A.#2A	Overland & Gutter	0.404	100		11.1			258	0.4	10.8	21.9
D.A.#2A-D.A.#3A	Pipe Flow	0.404						133	3.0	0.7	22.6
D.A.#3A	Overland & Gutter	0.404	170		18.9			308	0.4	12.8	31.7
D.A.#3A-D.A.#4A	Pipe Flow	0.404						62	3.0	0.3	32.1
D.A.#4A	Overland & Gutter	0.404	144		16.0			236	0.4	9.8	25.8
D.A.#4A-M.H.#1A	Pipe Flow	0.404						54	3.0	0.3	32.4
M.H.#1A	Overland & Gutter	0.404	0		0.0			0	0.4	0.0	0.0
M.H.#1A-D.A.#6A	Pipe Flow	0.404						337	3.0	1.9	34.2
D.A.#5A	Overland & Gutter	0.404	96		10.7			306	0.4	12.8	23.4
D.A.#5A-D.A.#6A	Pipe Flow	0.404						35	3.0	0.2	34.4
D.A.#6A	Overland & Gutter	0.404	130		14.4			300	0.4	12.5	26.9
D.A.#6A-M.H.#2A	Pipe Flow	0.404						337	3.0	1.9	36.3
D.A.#7A	Overland & Gutter	0.404	95		10.6			300	0.4	12.5	23.1
D.A.#7A-D.A.#8A	Pipe Flow	0.404						35	3.0	0.2	36.5
D.A.#8A	Overland & Gutter	0.404	140		15.6			300	0.4	12.5	28.1
D.A.#8A-M.H.#2A	Pipe Flow	0.404						297	3.0	1.7	29.7
M.H.#2A	Overland & Gutter	0.404	0		0.0			0	0.4	0.0	0.0
M.H.#2A-D.A.#10A	Pipe Flow	0.404						132	3.0	0.7	0.7

FORMULA FOR TIME OF CONCENTRATION
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$T_c = \frac{L}{(V \times 60)}$$

**TABLE IA
FLOWRATE DETERMINATION
LOS PRADOS MASTER**

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (inches)	MIN. SLOPE (FT./FT.)	DESIGN PIPE SLOPE	INLET OPENING IN FEET
D.A.#1A	1.72	0.404	23.6	10	5.005	3.48				
D.A.#1A-D.A.#2A	1.72	0.404	23.8	10	11.987	8.33	24.00	0.136%	0.174%	3.2
D.A.#2A	0.846	0.404	21.9	10	5.144	1.76				
D.A.#2A-D.A.#3A	2.57	0.404	22.6	10	11.987	12.43	24.00	0.302%	0.174%	1.6
D.A.#3A	1.216	0.404	31.7	10	4.234	2.08				
D.A.#3A-D.A.#4A	3.78	0.404	32.1	10	11.987	18.32	30.00	0.200%	0.129%	1.9
D.A.#4A	0.544	0.404	25.8	10	4.211	0.93				
D.A.#4A-M.H.#1A	4.33	0.404	32.4	10	11.987	20.95	30.00	0.261%	0.129%	0.8
M.H.#1A	0	0.404	0.0	10	4.073	0.00				
M.H.#1A-D.A.#6A	4.326	0.404	34.2	10	11.987	20.95	30.00	0.261%	0.129%	0.0
D.A.#5A	1.391	0.404	23.4	10	4.059	2.28				
D.A.#5A-D.A.#6A	1.391	0.404	34.4	10	11.987	6.74	24.00	0.089%	0.174%	2.1
D.A.#6A	2.02	0.404	26.9	10	3.932	3.21				
D.A.#6A-M.H.#2A	7.74	0.404	36.3	10	11.987	37.47	36.00	0.317%	0.101%	2.9
D.A.#7A	1.373	0.404	23.1	10	3.919	2.17				
D.A.#7A-D.A.#8A	1.373	0.404	36.5	10	11.987	6.65	24.00	0.087%	0.174%	2.0
D.A.#8A	1.603	0.404	28.1	10	4.426	2.87				
D.A.#8A-M.H.#2A	2.98	0.404	29.7	10	11.987	14.41	30.00	0.124%	0.129%	2.6
M.H.#2A	0.00	0.404	0.0	10	11.437	0.00				
M.H.#2A-D.A.#10A	10.71	0.404	0.7	10	11.987	51.89	36.00	0.607%	0.101%	0.0

FORMULA FOR INTENSITY $I = \frac{b}{e}$
 USING THE RATIONAL METHOD, AS PER
 "TXDOT BRIDGE HYDRAULIC MANUAL" $(T_c + d)$

TABLE I
TIME OF CONCENTRATION DETERMINATION
LOS PRADOS MASTER

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH/DIA. (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
D.A.#9A	Overland & Gutter	0.404	166		18.4			300	0.4	12.5	30.9
D.A.#9A-D.A.#10A	Pipe Flow	0.404						35	3.0	0.2	31.1
D.A.#10A	Overland & Gutter	0.404	106		11.8			380	0.4	15.8	27.6
D.A.#10A-M.H.#3A	Pipe Flow	0.404						167	3.0	0.9	37.4
M.H.#3A	Overland & Gutter	0.404	0		0.0			0	0.4	0.0	0.0
M.H.#3A-O.F.#1A	Pipe Flow	0.404						92	3.0	0.5	37.9
D.A.#1B	Overland & Gutter	0.404	145		16.1			241	0.4	10.0	26.2
D.A.#1B-D.A.#3B	Pipe Flow	0.404						106	3.0	0.6	38.5
D.A.#2B	Overland & Gutter	0.404	144		16.0			195	0.4	8.1	24.1
D.A.#2B-D.A.#3B	Pipe Flow	0.404						35	3.0	0.2	38.7
D.A.#3B	Overland & Gutter	0.404	109		12.1			300	0.4	12.5	24.6
D.A.#3B-M.H.#1B	Pipe Flow	0.404						107	3.0	0.6	25.2
M.H.#1B	Overland & Gutter	0.404	0		0.0			0	0.4	0.0	0.0
M.H.#1B-O.F.#1B	Pipe Flow	0.404						158	3.0	0.9	39.6

FORMULA FOR TIME OF CONCENTRATION
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$T_c = \frac{L}{(V \times 60)}$$

**TABLE 1A
FLOWRATE DETERMINATION
LOS PRADOS MASTER**

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (inches)	MIN. SLOPE (FT./FT.)	DESIGN PIPE SLOPE	INLET OPENING IN FEET
D.A.#9A	0.987	0.404	30.9	10	4.323	1.72				
D.A.#9A-D.A.#10A	0.987	0.404	31.1	10	4.307	1.72	24.00	0.006%	0.174%	1.6
D.A.#10A	1.237	0.404	27.6	10	4.614	2.31				
D.A.#10A-M.H.#3A	12.938	0.404	37.4	10	3.859	20.17	36.00	0.092%	0.101%	2.1
M.H.#3A	0.00	0.404	0.0	10	11.987	0.00				
M.H.#3A-O.F.#1A	12.938	0.404	37.9	10	3.827	20.01	36.00	0.090%	0.101%	0.0
D.A.#1B	1.139	0.404	26.2	10	4.755	2.19				
D.A.#1B-D.A.#3B	1.139	0.404	38.5	10	3.791	1.74	24.00	0.006%	0.174%	2.0
D.A.#2B	1.928	0.404	24.1	10	4.969	3.87				
D.A.#2B-D.A.#3B	1.928	0.404	38.7	10	3.780	2.94	24.00	0.017%	0.174%	3.6
D.A.#3B	1.666	0.404	24.6	10	4.916	3.31				
D.A.#3B-M.H.#1B	4.733	0.404	25.2	10	4.852	9.28	24.00	0.169%	0.174%	3.0
M.H.#1B	0	0.404	0.0	10	11.987	0.00				
M.H.#1B-O.F.#1B	4.733	0.404	39.6	10	3.728	7.13	24.00	0.099%	0.174%	0.0

FORMULA FOR INTENSITY

USING THE RATIONAL METHOD, AS PER

"TXDOT BRIDGE HYDRAULIC MANUAL"

$$I = \frac{b}{e(T_c + d)}$$

TABLE I
TIME OF CONCENTRATION DETERMINATION
LOS PRADOS MASTER

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH/DIA. (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
D.A.#1C	Overland & Gutter	0.404	160		17.8			300	0.4	12.5	30.3
D.A.#1C-D.A.#3C	Pipe Flow	0.404						60	3.0	0.3	30.6
D.A.#2C	Overland & Gutter	0.404	95		10.6			275	0.4	11.5	22.0
D.A.#2C-D.A.#3C	Pipe Flow	0.404						40	3.0	0.2	30.8
D.A.#3C	Overland & Gutter	0.404	130		14.4			310	0.4	12.9	27.4
D.A.#3C-M.H.#1C	Pipe Flow	0.404						245	3.0	1.4	32.2
M.H.#1C	Overland & Gutter	0.404	0		0.0			0	0.4	0.0	0.0
M.H.#1C-M.H.#2C	Pipe Flow	0.404						233	3.0	1.3	33.5
D.A.#4C	Overland & Gutter	0.404	100		11.1			300	0.4	12.5	23.6
D.A.#4C-D.A.#5C	Pipe Flow	0.404						35	3.0	0.2	23.8
D.A.#5C	Overland & Gutter	0.404	94		10.4			300	0.4	12.5	22.9
D.A.#5C-M.H.#2C	Pipe Flow	0.404						150	3.0	0.8	24.6
M.H.#2C	Overland & Gutter	0.404	0		0.0			0	0.4	0.0	0.0
M.H.#2C-M.H.#3C	Pipe Flow	0.404						392	3.0	2.2	26.8
D.A.#6C	Overland & Gutter	0.404	93		10.3			285	0.4	11.9	22.2
D.A.#6C-D.A.#7C	Pipe Flow	0.404						35	3.0	0.2	27.0
D.A.#7C	Overland & Gutter	0.404	160		17.8			300	0.4	12.5	30.3
D.A.#7C-M.H.#3C	Pipe Flow	0.404						122	3.0	0.7	31.0
M.H.#3C	Overland & Gutter	0.404	0		0.0			0	0.4	0.0	0.0
M.H.#3C-M.H.#4C	Pipe Flow	0.404						442	3.0	2.5	35.9

FORMULA FOR TIME OF CONCENTRATION
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$T_c = \frac{L}{(V \times 60)}$$

**TABLE IA
FLOWRATE DETERMINATION
LOS PRADOS MASTER**

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (inches)	MIN. SLOPE (FT./FT.)	DESIGN PIPE SLOPE	INLET OPENING IN FEET
D.A.#1C	1.744	0.404	30.3	10	4.378	3.08				
D.A.#1C-D.A.#3C	1.744	0.404	30.6	10	4.350	3.06	24.00	0.018%	0.174%	2.8
D.A.#2C	1.265	0.404	22.0	10	5.216	2.67				
D.A.#2C-D.A.#3C	1.265	0.404	30.8	10	4.332	2.21	24.00	0.010%	0.174%	2.4
D.A.#3C	1.92	0.404	27.4	10	4.637	3.60				
D.A.#3C-M.H.#1C	4.93	0.404	32.2	10	4.224	8.42	24.00	0.139%	0.174%	3.3
M.H.#1C	0	0.404	0.0	10	11.987	0.00				
M.H.#1C-M.H.#2C	4.933	0.404	33.5	10	4.127	8.22	24.00	0.132%	0.174%	0.0
D.A.#4C	1.506	0.404	23.6	10	5.027	3.06				
D.A.#4C-D.A.#5C	1.506	0.404	23.8	10	5.005	3.04	24.00	0.018%	0.174%	2.8
D.A.#5C	1.948	0.404	22.9	10	5.104	4.02				
D.A.#5C-M.H.#2C	3.454	0.404	24.6	10	4.913	6.86	24.00	0.092%	0.174%	3.7
M.H.#2C	0	0.404	0.0	10	11.987	0.00				
M.H.#2C-M.H.#3C	8.387	0.404	26.8	10	4.690	15.89	30.00	0.150%	0.174%	0.0
D.A.#6C	2.041	0.404	22.2	10	5.192	4.28				
D.A.#6C-D.A.#7C	2.041	0.404	27.0	10	4.671	3.85	24.00	0.029%	0.174%	3.9
D.A.#7C	2.019	0.404	30.3	10	4.378	3.57				
D.A.#7C-M.H.#3C	4.06	0.404	31.0	10	4.322	7.09	24.00	0.098%	0.174%	3.3
M.H.#3C	0	0.404	0.0	10	11.987	0.00				
M.H.#3C-M.H.#4C	12.45	0.404	35.9	10	3.955	19.89	30.00	0.235%	0.129%	0.0

FORMULA FOR INTENSITY

USING THE RATIONAL METHOD, AS PER

"TXDOT BRIDGE HYDRAULIC MANUAL"

$$I = \frac{b}{e(T_c + d)}$$

TABLE I
TIME OF CONCENTRATION DETERMINATION
LOS PRADOS MASTER

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH/DIA. (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
D.A.#8C	Overland & Gutter	0.404	99		11.0			300	0.4	12.5	23.5
D.A.#8C-D.A.#9C	Pipe Flow	0.404						35	3.0	0.2	36.1
D.A.#9C	Overland & Gutter	0.404	94		10.4			300	0.4	12.5	22.9
D.A.#9C-M.H.#4C	Pipe Flow	0.404						47	3.0	0.3	36.4
M.H.#4C	Overland & Gutter	0.404	0		0.0			0	0.4	0.0	0.0
M.H.#4C-O.F.#1C	Pipe Flow	0.404						156	3.0	0.9	37.3
D.A.#1D	Overland & Gutter	0.404	95		10.6			300	0.4	12.5	23.1
D.A.H.#1D-D.A.#2D	Pipe Flow	0.404						35	3.0	0.2	37.5
D.A.#2D	Overland & Gutter	0.404	98		10.9			300	0.4	12.5	23.4
D.A.#2D-D.A.#3D	Pipe Flow	0.404						388	3.0	2.2	25.5
D.A.#3D	Overland & Gutter	0.404	98		10.9			340	0.4	14.2	25.1
D.A.#3D-D.A.#5D	Pipe Flow	0.404						90	3.0	0.5	26.0
D.A.#4D	Overland & Gutter	0.404	95		10.6			136	0.4	5.7	16.2
D.A.#4D-D.A.#5D	Pipe Flow	0.404						35	3.0	0.2	26.2
D.A.#5D	Overland & Gutter	0.404	98		10.9			314	0.4	13.1	24.0
D.A.#5D-M.H.#1D	Pipe Flow	0.404						185	3.0	1.0	27.3
D.A.#6D	Overland & Gutter	0.404	98		10.9			310	0.4	12.9	23.8
D.A.#6D-D.A.#7D	Pipe Flow	0.404						35	3.0	0.2	27.5
D.A.#7D	Overland & Gutter	0.404	142		15.8			330	0.4	13.8	29.5
D.A.#7D-M.H.#1D	Pipe Flow	0.404						151	3.0	0.8	38.3

FORMULA FOR TIME OF CONCENTRATION
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$T_c = \frac{L}{(V \times 60)}$$

**TABLE IA
FLOWRATE DETERMINATION
LOS PRADOS MASTER**

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (inches)	MIN. SLOPE (FT./FT.)	DESIGN PIPE SLOPE	INLET OPENING IN FEET
D.A.#8C	1.264	0.404	23.5	10	5.039	2.57				
D.A.#8C-D.A.#9C	1.264	0.404	36.1	10	3.087	1.58	24.00	0.005%	0.174%	2.4
D.A.#9C	2.58	0.404	22.9	10	4.039	4.21				
D.A.#9C-M.H.#4C	3.84	0.404	36.4	10	3.070	4.77	24.00	0.045%	0.174%	3.9
M.H.#4C	0.00	0.404	0.0	10	11.987	0.00				
M.H.#4C-O.F.#1C	16.291	0.404	37.3	10	3.028	19.93	30.00	0.236%	0.129%	0.0
D.A.#1D	1.185	0.404	23.1	10	11.987	5.74				
D.A.#1D-D.A.#2D	1.185	0.404	37.5	10	2.994	1.43	24.00	0.004%	0.174%	5.3
D.A.#2D	2.282	0.404	23.4	10	5.055	4.66				
D.A.#2D-D.A.#3D	3.47	0.404	25.5	10	2.987	4.18	24.00	0.034%	0.174%	4.3
D.A.#3D	1.307	0.404	25.1	10	11.987	6.33				
D.A.#3D-D.A.#5D	4.77	0.404	26.0	10	11.987	23.12	30.00	0.318%	0.129%	5.8
D.A.#4D	0.486	0.404	16.2	10	6.060	1.19				
D.A.#4D-D.A.#5D	0.486	0.404	26.2	10	4.747	0.93	24.00	0.002%	0.174%	1.1
D.A.#5D	1.093	0.404	24.0	10	4.986	2.20				
D.A.#5D-M.H.#1D	6.353	0.404	27.3	10	4.646	11.93	30.00	0.085%	0.129%	2.0
D.A.#6D	1.072	0.404	23.8	10	5.005	2.17				
D.A.#6D-D.A.#7D	1.072	0.404	27.5	10	4.628	2.00	24.00	0.008%	0.174%	2.0
D.A.#7D	1.644	0.404	29.5	10	4.441	2.95				
D.A.#7D-M.H.#1D	2.716	0.404	38.3	10	3.805	4.18	24.00	0.034%	0.174%	2.7

FORMULA FOR INTENSITY

USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$I = \frac{b}{e(Tc + d)}$$

TABLE I
TIME OF CONCENTRATION DETERMINATION
LOS PRADOS MASTER

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH/DIA. (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
M.H.#1D	Overland & Gutter	0.404	0		0.0			0	0.4	0.0	0.0
M.H.#1D-D.A.#8D	Pipe Flow	0.404						227	3.0	1.3	39.6
D.A.#8D	Overland & Gutter	0.404	95		10.6			284	0.4	11.8	22.4
D.A.#8D-D.A.#9D	Pipe Flow	0.404						35	3.0	0.2	39.8
D.A.#9D	Overland & Gutter	0.404	137		15.2			284	0.4	11.8	27.1
D.A.#9D-M.H.#2D	Pipe Flow	0.404						35	3.0	0.2	40.0
D.A.#10D	Overland & Gutter	0.404	170		18.9			205	0.4	8.5	27.4
D.A.#10D-D.A.#11D	Pipe Flow	0.404						35	3.0	0.2	40.1
D.A.#11D	Overland & Gutter	0.404	100		11.1			300	0.4	12.5	23.6
D.AH.#11D-D.A.#13D	Pipe Flow	0.404						395	3.0	2.2	42.3
D.A.#12D	Overland & Gutter	0.404	110		12.2			300	0.4	12.5	24.7
D.A.#12D-D.A.#13D	Pipe Flow	0.404						35	3.0	0.2	24.9
D.A.#13D	Overland & Gutter	0.404	110		12.2			300	0.4	12.5	24.7
D.A.#13D-M.H.#2D	Pipe Flow	0.404						548	3.0	3.0	28.0
M.H.#2D	Overland & Gutter	0.404	0		0.0			0	0.4	0.0	0.0
M.H.#2D-M.H.#4D	Pipe Flow	0.404						285	3.0	1.6	29.5
D.A.#14D	Overland & Gutter	0.404	110		12.2			300	0.4	12.5	24.7
D.A.#14D-D.A.#15D	Pipe Flow	0.404						35	3.0	0.2	29.7
D.A.#15D	Overland & Gutter	0.404	110		12.2			350	0.4	14.6	26.8
D.A.#15D-M.H.#3D	Pipe Flow	0.404						193	3.0	1.1	43.4

FORMULA FOR TIME OF CONCENTRATION
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$T_c = \frac{L}{(V \times 60)}$$

**TABLE IA
FLOWRATE DETERMINATION
LOS PRADOS MASTER**

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (inches)	MIN. SLOPE (FT./FT.)	DESIGN PIPE SLOPE	INLET OPENING IN FEET
M.H.#1D	0	0.404	0.0	10	11.987	0.00				
M.H.#1D-D.A.#8D	9.069	0.404	39.6	10	3.730	13.67	30.00	0.111%	0.129%	0.0
D.A.#8D	1.127	0.404	22.4	10	5.170	2.35				
D.A.#8D-D.A.#9D	10.20	0.404	39.8	10	3.719	15.32	30.00	0.140%	0.129%	2.2
D.A.#9D	2.474	0.404	27.1	10	4.666	4.66				
D.A.#9D-M.H.#2D	12.67	0.404	40.0	10	3.707	18.98	30.00	0.214%	0.129%	4.3
D.A.#10D	0.958	0.404	27.4	10	4.631	1.79				
D.A.#10D-D.A.#11D	0.958	0.404	40.1	10	3.696	1.43	24.00	0.004%	0.174%	1.6
D.A.#11D	2.181	0.404	23.6	10	5.027	4.43				
D.AH.#11D-D.A.#13D	3.14	0.404	42.3	10	3.575	4.53	24.00	0.040%	0.174%	4.1
D.A.#12D	1.367	0.404	24.7	10	4.904	2.71				
D.A.#12D-D.A.#13D	1.367	0.404	24.9	10	4.883	2.70	24.00	0.014%	0.129%	2.5
D.A.#13D	2.179	0.404	24.7	10	4.904	4.32				
D.A.#13D-M.H.#2D	6.69	0.404	28.0	10	4.581	12.37	24.00	0.300%	0.129%	4.0
M.H.#2D	0	0.404	0.0	10	11.987	0.00				
M.H.#2D-M.H.#4D	19.36	0.404	29.5	10	4.440	34.72	36.00	0.272%	0.101%	0.0
D.A.#14D	1.171	0.404	24.7	10	4.904	2.32				
D.A.#14D-D.A.#15D	1.171	0.404	29.7	10	4.423	2.09	24.00	0.009%	0.174%	2.1
D.A.#15D	2.07	0.404	26.8	10	4.691	3.92				
D.A.#15D-M.H.#3D	3.24	0.404	43.4	10	3.519	4.61	24.00	0.042%	0.174%	3.6

FORMULA FOR INTENSITY $I = \frac{b}{e(Tc + d)}$
 USING THE RATIONAL METHOD, AS PER
 "TXDOT BRIDGE HYDRAULIC MANUAL"

**TABLE I
TIME OF CONCENTRATION DETERMINATION
LOS PRADOS MASTER**

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH/DIA. (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
M.H.#3D	Overland & Gutter	0.404	0		0.0			0	0.4	0.0	0.0
M.H.#3D-D.A.#17D	Pipe Flow	0.404						142	3.0	0.8	44.2
D.A.#16D	Overland & Gutter	0.404	94		10.4			300	0.4	12.5	22.9
D.A.#16D-D.A.#17D	Pipe Flow	0.404						35	3.0	0.2	44.4
D.A.#17D	Overland & Gutter	0.404	104		11.6			300	0.4	12.5	24.1
D.A.#17D-M.H.#4D	Pipe Flow	0.404						138	3.0	0.8	45.2
D.A.#18D	Overland & Gutter	0.404	96		10.7			300	0.4	12.5	23.2
D.A.#18D-D.A.#19D	Pipe Flow	0.404						35	3.0	0.2	45.4
D.A.#19D	Overland & Gutter	0.404	147		16.3			300	0.4	12.5	28.8
D.A.#19D-M.H.#4D	Pipe Flow	0.404						447	3.0	2.5	31.3
M.H.#4D	Overland & Gutter	0.404	0		0.0			0	0.4	0.0	0.0
M.H.#4D-D.A.#21D	Pipe Flow	0.404						141	3.0	0.8	32.1
D.A.#20D	Overland & Gutter	0.404	96		10.7			302	0.4	12.6	23.3
D.A.#20D-D.A.#21D	Pipe Flow	0.404						35	3.0	0.2	32.3
D.A.#21D	Overland & Gutter	0.404	145		16.1			302	0.4	12.6	28.7
D.A.#21D-O.F.#1D	Pipe Flow	0.404						168.8	3.0	0.9	33.2
D.A.#1E	Overland & Gutter	0.404	146		16.2			300	0.4	12.5	28.7
D.A.#1E-M.H.#1E	Pipe Flow	0.404						300	3.0	1.7	47.0

FORMULA FOR TIME OF CONCENTRATION
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$T_c = \frac{L}{(V \times 60)}$$

**TABLE IA
FLOWRATE DETERMINATION
LOS PRADOS MASTER**

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (inches)	MIN. SLOPE (FT./FT.)	DESIGN PIPE SLOPE	INLET OPENING IN FEET
M.H.#3D	0	0.404	0.0	10	11.987	0.00				
M.H.#3D-D.A.#17D	3.24	0.404	44.2	10	3.479	4.56	24.00	0.041%	0.174%	0.0
D.A.#16D	0.885	0.404	22.9	10	5.104	1.82				
D.A.#16D-D.A.#17D	0.885	0.404	44.4	10	3.470	1.24	24.00	0.003%	0.174%	1.7
D.A.#17D	1.30	0.404	24.1	10	4.977	2.61				
D.A.#17D-M.H.#4D	5.42	0.404	45.2	10	3.432	7.52	24.00	0.111%	0.174%	2.4
D.A.#18D	1.127	0.404	23.2	10	5.078	2.31				
D.A.#18D-D.A.#19D	1.127	0.404	45.4	10	3.423	1.56	24.00	0.005%	0.174%	2.1
D.A.#19D	1.119	0.404	28.8	10	4.502	2.04				
D.A.#19D-M.H.#4D	2.25	0.404	31.3	10	4.293	3.90	24.00	0.030%	0.174%	1.9
M.H.#4D	0	0.404	0.0	10	11.987	0.00				
M.H.#4D-D.A.#21D	27.02	0.404	32.1	10	4.231	46.19	42.00	0.211%	0.082%	0.0
D.A.#20D	0.877	0.404	23.3	10	5.068	1.80				
D.A.#20D-D.A.#21D	0.877	0.404	32.3	10	4.216	1.49	24.00	0.004%	0.174%	1.6
D.A.#21D	2.06	0.404	28.7	10	4.514	3.76				
D.A.#21D-O.F.#1D	29.960	0.404	33.2	10	4.146	50.18	42.00	0.249%	0.082%	3.4
D.A.#1E	1.220	0.404	28.7	10	4.512	2.22				
D.A.#1E-M.H.#1E	1.220	0.404	47.0	10	3.344	1.65	24.00	0.005%	0.174%	2.0

FORMULA FOR INTENSITY

USING THE RATIONAL METHOD, AS PER

"TXDOT BRIDGE HYDRAULIC MANUAL"

$$I = \frac{b}{e(Tc + d)}$$

TABLE I
TIME OF CONCENTRATION DETERMINATION
LOS PRADOS MASTER

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH/DIA. (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
M.H.#1E	Overland & Gutter	0.404	0		0.0			0	0.4	0.0	0.0
M.H.#1E-D.A.#2E	Pipe Flow	0.404						300	3.0	1.7	48.7
D.A.#2E	Overland & Gutter	0.404	146		16.2			300	0.4	12.5	28.7
D.A.#2E-M.H.#2E	Pipe Flow	0.404						300	3.0	1.7	50.4
M.H.#2E	Overland & Gutter	0.404	0		0.0			0	0.4	0.0	0.0
M.H.#2E-M.H.#3E	Pipe Flow	0.404						280	3.0	1.6	51.9
D.A.#3E	Overland & Gutter	0.404	103		11.4			286	0.4	11.9	23.4
D.A.#3E-D.A.#4E	Pipe Flow	0.404						35	3.0	0.2	52.1
D.A.#4E	Overland & Gutter	0.404	102		11.3			235	0.4	9.8	21.1
D.A.#4E-M.H.#3E	Pipe Flow	0.404						20	3.0	0.1	21.2
M.H.#3E	Overland & Gutter	0.404	0		0.0			0	0.4	0.0	0.0
M.H.#3E-M.H.#4E	Pipe Flow	0.404						84	3.0	0.5	21.7
M.H.#4E	Overland & Gutter	0.404	0		0.0			0	0.4	0.0	0.0
M.H.#4E-O.F.#1E	Pipe Flow	0.404						55	3.0	0.3	22.0
D.A.#1F	Overland & Gutter	0.404	151		16.8			313	0.4	13.0	29.8
D.A.#1F-D.A.#2F	Pipe Flow	0.404						35	3.0	0.2	30.0
D.A.#2F	Overland & Gutter	0.404	10		1.1			300	0.4	12.5	13.6
D.A.#2F-O.F.#1F	Pipe Flow	0.404						158	3.0	0.9	53.0

FORMULA FOR TIME OF CONCENTRATION
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$T_c = \frac{L}{(V \times 60)}$$

**TABLE IA
FLOWRATE DETERMINATION
LOS PRADOS MASTER**

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (inches)	MIN. SLOPE (FT./FT.)	DESIGN PIPE SLOPE	INLET OPENING IN FEET
M.H.#1E	0	0.404	0.0	10	11.987	0.00				
M.H.#1E-D.A.#2E	1.220	0.404	48.7	10	3.270	1.61	24.00	0.005%	0.174%	0.0
D.A.#2E	1.950	0.404	28.7	10	4.512	3.55				
D.A.#2E-M.H.#2E	3.170	0.404	50.4	10	3.199	4.10	24.00	0.033%	0.174%	3.3
M.H.#2E	0.00	0.404	0.0	10	11.987	0.00				
M.H.#2E-M.H.#3E	3.170	0.404	51.9	10	3.136	4.02	24.00	0.032%	0.174%	0.0
D.A.#3E	0.642	0.404	23.4	10	5.055	1.31				
D.A.#3E-D.A.#4E	0.642	0.404	52.1	10	3.128	0.81	24.00	0.001%	0.174%	1.2
D.A.#4E	0.952	0.404	21.1	10	5.328	2.05				
D.A.#4E-M.H.#3E	1.594	0.404	21.2	10	5.314	3.42	24.00	0.023%	0.174%	1.9
M.H.#3E	0	0.404	0.0	10	11.987	0.00				
M.H.#3E-M.H.#4E	4.764	0.404	21.7	10	5.254	10.11	24.00	0.200%	0.174%	0.0
M.H.#4E	0	0.404	0.0	10	11.987	0.00				
M.H.#4E-O.F.#1E	4.764	0.404	22.0	10	5.216	10.04	24.00	0.197%	0.174%	0.0
D.A.#1F	1.232	0.404	29.8	10	4.416	2.20				
D.A.#1F-D.A.#2F	1.232	0.404	30.0	10	4.400	2.19	24.00	0.009%	0.174%	2.0
D.A.#2F	2.109	0.404	13.6	10	6.551	5.58				
D.A.#2F-O.F.#1F	3.341	0.404	53.0	10	3.094	4.18	24.00	0.034%	0.174%	5.1

FORMULA FOR INTENSITY $I = \frac{b}{e^{(T_c + d)}}$
 USING THE RATIONAL METHOD, AS PER
 "TXDOT BRIDGE HYDRAULIC MANUAL"

**TABLE I
TIME OF CONCENTRATION DETERMINATION
LOS PRADOS MASTER**

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH/DIA. (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
D.A.#1G	Overland & Gutter	0.404	103		11.4			286	0.4	11.9	23.4
D.A.#1G-D.A.#2G	Pipe Flow	0.404						35	3.0	0.2	53.2
D.A.#2G	Overland & Gutter	0.404	200		22.2			300	0.4	12.5	34.7
D.A.#2G-M.H.#1G	Pipe Flow	0.404						79	3.0	0.4	53.6
M.H.#1G	Overland & Gutter	0.404	0		0.0			0	0.4	0.0	0.0
M.H.#1G-M.H.#2G	Pipe Flow	0.404						205	3.0	1.1	54.8
M.H.#2G	Overland & Gutter	0.404	0		0.0			0	0.4	0.0	0.0
M.H.#2G-O.F.#1G	Pipe Flow	0.404						169	3.0	0.9	55.7
D.A.#1H	Overland & Gutter	0.404	103		11.4			286	0.4	11.9	23.4
D.A.#1H-D.A.#2H	Pipe Flow	0.404						35	3.0	0.2	55.9
D.A.#2H	Overland & Gutter	0.404	103		11.4			286	0.4	11.9	23.4
D.A.#2H-O.F.#1H	Pipe Flow	0.404						35	3.0	0.2	56.1

FORMULA FOR TIME OF CONCENTRATION
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$T_c = \frac{L}{(V \times 60)}$$

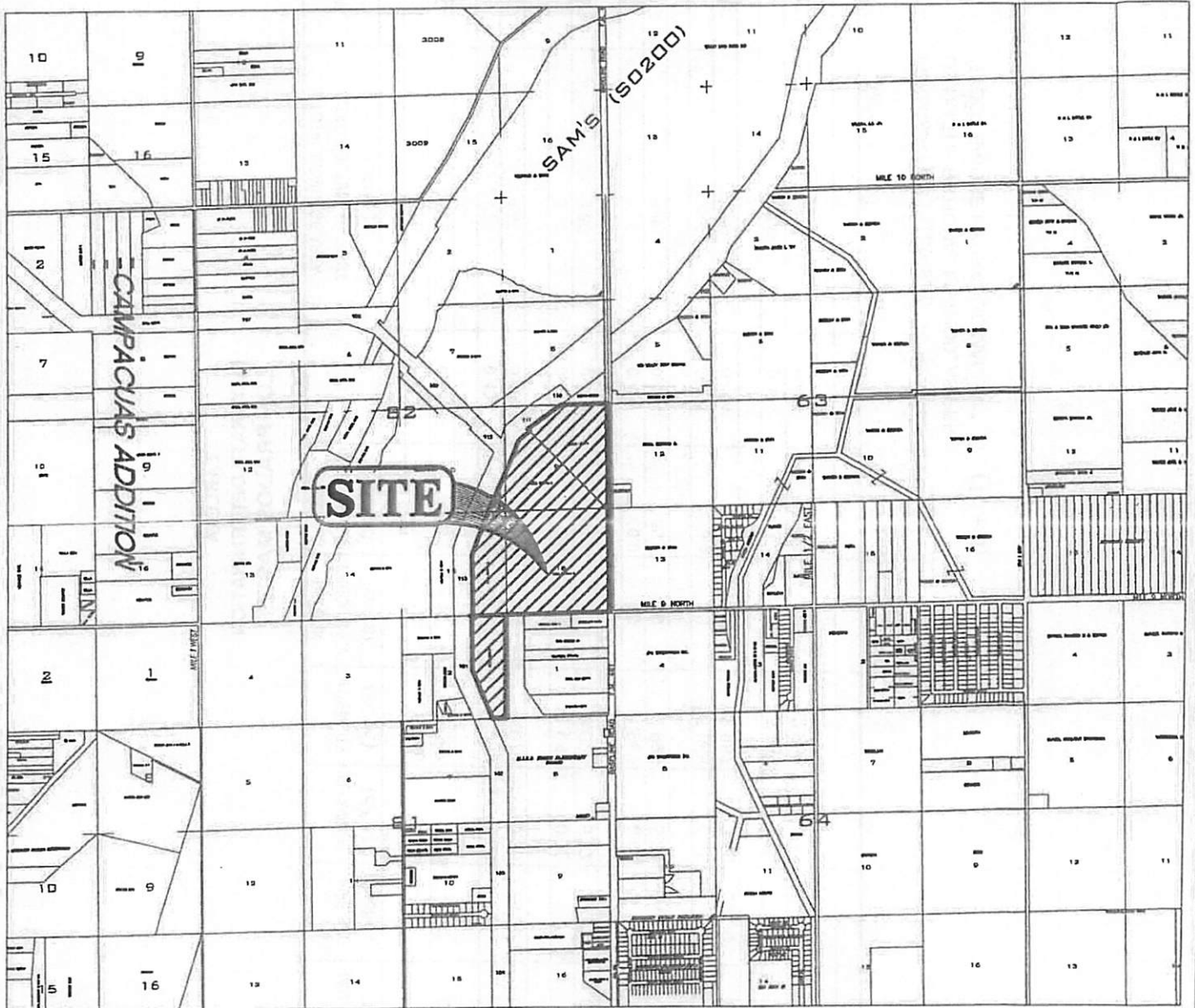
**TABLE 1A
FLOWRATE DETERMINATION
LOS PRADOS MASTER**

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (inches)	MIN. SLOPE (FT./FT.)	DESIGN PIPE SLOPE	INLET OPENING IN FEET
D.A.#1G	2.026	0.404	23.4	10	5.055	4.14				
D.A.#1G-D.A.#2G	2.026	0.404	53.2	10	3.087	2.53	24.00	0.012%	0.174%	3.8
D.A.#2G	2.776	0.404	34.7	10	4.039	4.53				
D.A.#2G-M.H.#1G	4.80	0.404	53.6	10	3.070	5.96	24.00	0.069%	0.174%	4.2
M.H.#1G	0.00	0.404	0.0	10	11.987	0.00				
M.H.#1G-M.H.#2G	4.80	0.404	54.8	10	3.028	5.87	24.00	0.068%	0.174%	0.0
M.H.#2G	0	0.404	0.0	10	11.987	0.00				
M.H.#2G-O.F.#1G	4.80	0.404	55.7	10	2.994	5.81	24.00	0.066%	0.174%	0.0
D.A.#1H	3.059	0.404	23.4	10	5.055	6.25				
D.A.#1H-D.A.#2H	3.059	0.404	55.9	10	2.987	3.69	24.00	0.027%	0.174%	5.7
D.A.#2H	2.269	0.404	23.4	10	5.055	4.63				
D.A.#2H-O.F.#1H	5.328	0.404	56.1	10	2.980	6.41	24.00	0.081%	0.174%	4.3

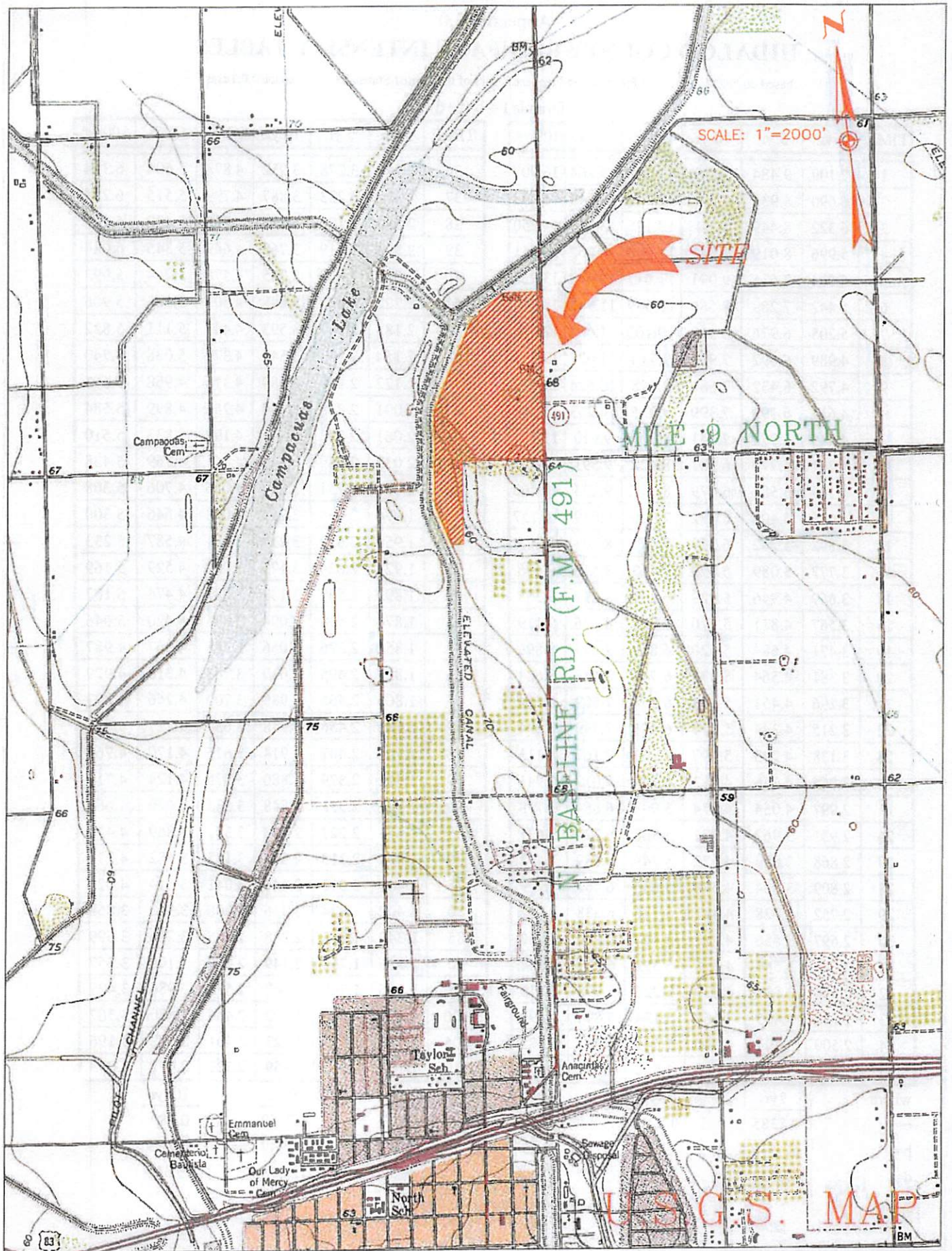
FORMULA FOR INTENSITY $I = \frac{b}{e(T_c + d)}$
 USING THE RATIONAL METHOD, AS PER
 "TXDOT BRIDGE HYDRAULIC MANUAL"



LOCATION MAP SCALE: 1"=2000'



MASTERPLAN LOS PRADOS SUBDIVISION



Appendix 1.0 HIDALGO COUNTY RAINFALL INTENSITY TABLES

based on "NOAA Atlas 14 Precipitation-Frequency Atlas of the United States, Vol. 11 Version 2.0: Texas"

$$\text{formula } I = b/(t_c + d)^c$$

TIME	2 yr.	5 yr.	10 yr.	25 yr.	50 yr.	100 yr.
1	7.109	9.484	11.251	13.548	15.264	16.907
2	6.690	8.934	10.609	12.798	14.442	16.030
3	6.322	8.449	10.043	12.136	13.713	15.250
4	5.996	8.019	9.541	11.546	13.062	14.551
5	5.704	7.635	9.091	11.017	12.477	13.921
6	5.442	7.289	8.686	10.539	11.948	13.349
7	5.205	6.976	8.319	10.106	11.467	12.828
8	4.989	6.692	7.985	9.710	11.027	12.351
9	4.792	6.432	7.680	9.348	10.624	11.913
10	4.611	6.193	7.399	9.015	10.253	11.508
11	4.445	5.973	7.141	8.707	9.910	11.133
12	4.291	5.770	6.901	8.422	9.591	10.785
13	4.149	5.581	6.679	8.157	9.295	10.460
14	4.016	5.406	6.472	7.910	9.019	10.157
15	3.892	5.242	6.279	7.679	8.761	9.873
16	3.777	5.089	6.099	7.463	8.518	9.606
17	3.669	4.946	5.929	7.260	8.291	9.355
18	3.567	4.811	5.770	7.069	8.076	9.119
19	3.471	4.684	5.620	6.889	7.874	8.896
20	3.381	4.564	5.478	6.719	7.683	8.684
21	3.296	4.451	5.344	6.558	7.502	8.484
22	3.215	4.344	5.217	6.406	7.330	8.294
23	3.138	4.243	5.097	6.261	7.167	8.113
24	3.066	4.146	4.983	6.124	7.012	7.941
25	2.997	4.054	4.874	5.993	6.864	7.778
26	2.931	3.967	4.771	5.868	6.724	7.621
27	2.868	3.884	4.672	5.749	6.589	7.472
28	2.809	3.804	4.578	5.635	6.461	7.329
29	2.752	3.728	4.487	5.526	6.338	7.192
30	2.697	3.656	4.401	5.422	6.220	7.060
31	2.645	3.586	4.318	5.322	6.107	6.934
32	2.594	3.519	4.239	5.226	5.998	6.813
33	2.546	3.455	4.163	5.134	5.894	6.697
34	2.500	3.394	4.090	5.045	5.794	6.585
35	2.456	3.335	4.019	4.960	5.697	6.477

TIME	2 yr.	5 yr.	10 yr.	25 yr.	50 yr.	100 yr.
36	2.413	3.278	3.952	4.878	5.604	6.374
37	2.372	3.223	3.887	4.799	5.515	6.274
38	2.332	3.170	3.824	4.722	5.428	6.177
39	2.294	3.119	3.763	4.649	5.345	6.084
40	2.257	3.070	3.705	4.578	5.264	5.993
41	2.222	3.023	3.648	4.509	5.186	5.906
42	2.188	2.977	3.593	4.443	5.111	5.822
43	2.154	2.933	3.541	4.379	5.038	5.740
44	2.122	2.890	3.489	4.316	4.968	5.661
45	2.091	2.848	3.440	4.256	4.899	5.584
46	2.061	2.808	3.392	4.198	4.833	5.510
47	2.032	2.769	3.345	4.141	4.769	5.438
48	2.004	2.731	3.300	4.086	4.706	5.368
49	1.976	2.694	3.257	4.033	4.646	5.300
50	1.950	2.659	3.214	3.981	4.587	5.233
51	1.924	2.624	3.173	3.931	4.529	5.169
52	1.899	2.590	3.133	3.882	4.474	5.107
53	1.874	2.558	3.094	3.835	4.420	5.046
54	1.850	2.526	3.056	3.788	4.367	4.987
55	1.827	2.495	3.019	3.743	4.316	4.929
56	1.805	2.465	2.983	3.700	4.266	4.873
57	1.783	2.436	2.948	3.657	4.217	4.818
58	1.762	2.407	2.914	3.615	4.170	4.765
59	1.741	2.379	2.880	3.575	4.124	4.713
60	1.721	2.352	2.848	3.535	4.079	4.662
65	1.627	2.227	2.698	3.351	3.869	4.425
70	1.544	2.115	2.564	3.187	3.682	4.215
75	1.469	2.015	2.444	3.041	3.514	4.025
80	1.402	1.924	2.336	2.908	3.363	3.854
85	1.342	1.843	2.238	2.788	3.226	3.699
90	1.286	1.768	2.149	2.679	3.100	3.557
95	1.236	1.700	2.067	2.578	2.986	3.427
100	1.190	1.638	1.992	2.486	2.880	3.307
105	1.147	1.580	1.923	2.401	2.782	3.196
110	1.108	1.527	1.859	2.322	2.692	3.093

where:	2yr	5yr	10yr
c=	0.8385	0.8215	0.8123
b=	62.336	79.151	92.23
d=	12.322	12.233	12.329

	25yr	50yr	100yr
	0.802	0.7952	0.789
	110	123.47	137.99
	12.6	12.858	13.318

Prepared By Melden & Hunt, Inc.

Appendix 1.0 (cont.)

HIDALGO COUNTY RAINFALL INTENSITY TABLES (cont.)

based on "NOAA Atlas 14 Precipitation-Frequency Atlas of the United States, Vol. 11 Version 2.0: Texas"

$$\text{formula } I = b/(t_c + d)^e$$

TIME	2 yr.	5 yr.	10 yr.	25 yr.	50 yr.	100 yr.
115	1.071	1.477	1.799	2.249	2.608	2.998
120	1.037	1.431	1.744	2.180	2.530	2.909
125	1.005	1.388	1.692	2.117	2.456	2.826
130	0.975	1.348	1.643	2.057	2.388	2.748
135	0.948	1.311	1.598	2.001	2.323	2.674
140	0.921	1.275	1.555	1.948	2.263	2.605
145	0.897	1.242	1.515	1.898	2.205	2.540
150	0.874	1.210	1.477	1.851	2.151	2.479
155	0.852	1.180	1.441	1.807	2.100	2.420
160	0.831	1.152	1.407	1.765	2.052	2.365
165	0.811	1.125	1.375	1.725	2.006	2.313
170	0.793	1.100	1.344	1.687	1.962	2.263
175	0.775	1.076	1.315	1.651	1.920	2.215
180	0.758	1.053	1.287	1.616	1.881	2.170
185	0.742	1.031	1.260	1.583	1.843	2.127
190	0.726	1.010	1.235	1.552	1.807	2.085
195	0.712	0.990	1.211	1.522	1.772	2.046
200	0.698	0.970	1.188	1.493	1.739	2.008
205	0.684	0.952	1.165	1.465	1.707	1.971
210	0.671	0.934	1.144	1.439	1.676	1.936
215	0.659	0.918	1.123	1.414	1.647	1.903
220	0.647	0.901	1.104	1.389	1.619	1.871
225	0.635	0.886	1.085	1.366	1.592	1.840
230	0.624	0.871	1.067	1.343	1.566	1.810
235	0.614	0.856	1.049	1.321	1.541	1.781
240	0.604	0.842	1.032	1.300	1.516	1.753
245	0.594	0.829	1.016	1.280	1.493	1.726
250	0.584	0.816	1.000	1.260	1.470	1.700
255	0.575	0.803	0.985	1.241	1.448	1.675
260	0.566	0.791	0.970	1.223	1.427	1.651
265	0.558	0.779	0.956	1.205	1.407	1.628
270	0.549	0.768	0.942	1.188	1.387	1.605
275	0.541	0.757	0.929	1.172	1.368	1.583
280	0.533	0.746	0.916	1.156	1.349	1.562
285	0.526	0.736	0.903	1.140	1.331	1.541

TIME	2 yr.	5 yr.	10 yr.	25 yr.	50 yr.	100 yr.
290	0.519	0.726	0.891	1.125	1.314	1.521
295	0.512	0.716	0.879	1.110	1.297	1.501
300	0.505	0.707	0.868	1.096	1.280	1.483
305	0.498	0.698	0.857	1.082	1.264	1.464
310	0.492	0.689	0.846	1.069	1.249	1.446
315	0.485	0.680	0.836	1.055	1.233	1.429
320	0.479	0.672	0.825	1.043	1.219	1.412
325	0.473	0.663	0.815	1.030	1.204	1.395
330	0.467	0.655	0.806	1.018	1.190	1.379
335	0.462	0.648	0.796	1.006	1.177	1.364
340	0.456	0.640	0.787	0.995	1.163	1.348
345	0.451	0.633	0.778	0.984	1.150	1.334
350	0.446	0.626	0.769	0.973	1.138	1.319
355	0.440	0.619	0.761	0.962	1.125	1.305
360	0.436	0.612	0.753	0.952	1.113	1.291
365	0.431	0.605	0.744	0.942	1.102	1.278
370	0.426	0.599	0.736	0.932	1.090	1.265
375	0.421	0.592	0.729	0.922	1.079	1.252
380	0.417	0.586	0.721	0.913	1.068	1.239
385	0.412	0.580	0.714	0.904	1.057	1.227
390	0.408	0.574	0.707	0.895	1.047	1.215
395	0.404	0.568	0.700	0.886	1.037	1.203
400	0.400	0.562	0.693	0.877	1.027	1.192
405	0.396	0.557	0.686	0.869	1.017	1.180
410	0.392	0.552	0.679	0.860	1.007	1.169
415	0.388	0.546	0.673	0.852	0.998	1.158
420	0.384	0.541	0.667	0.844	0.989	1.148
425	0.381	0.536	0.660	0.837	0.980	1.138
430	0.377	0.531	0.654	0.829	0.971	1.127
435	0.373	0.526	0.648	0.822	0.962	1.118
440	0.370	0.521	0.642	0.814	0.954	1.108
445	0.367	0.517	0.637	0.807	0.946	1.098
450	0.363	0.512	0.631	0.800	0.938	1.089
455	0.360	0.507	0.626	0.793	0.930	1.080
460	0.357	0.503	0.620	0.787	0.922	1.071

where:	2yr	5yr	10yr
e=	0.8385	0.8215	0.8123
b=	62.336	79.151	92.23
d=	12.322	12.233	12.329

25yr	50yr	100yr
0.802	0.7952	0.789
110	123.47	137.99
12.6	12.858	13.318

Prepared By Melden & Hunt, Inc.

Appendix 1.0 (cont.)

HIDALGO COUNTY RAINFALL INTENSITY TABLES (cont.)

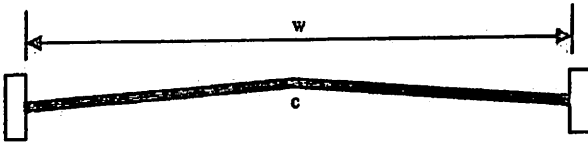
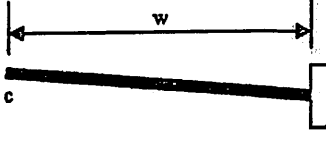
based on "NOAA Atlas 14 Precipitation-Frequency Atlas of the United States, Vol. 11 Version 2.0:Texas"

$$\text{formula } I = b/(t_c + d)^e$$

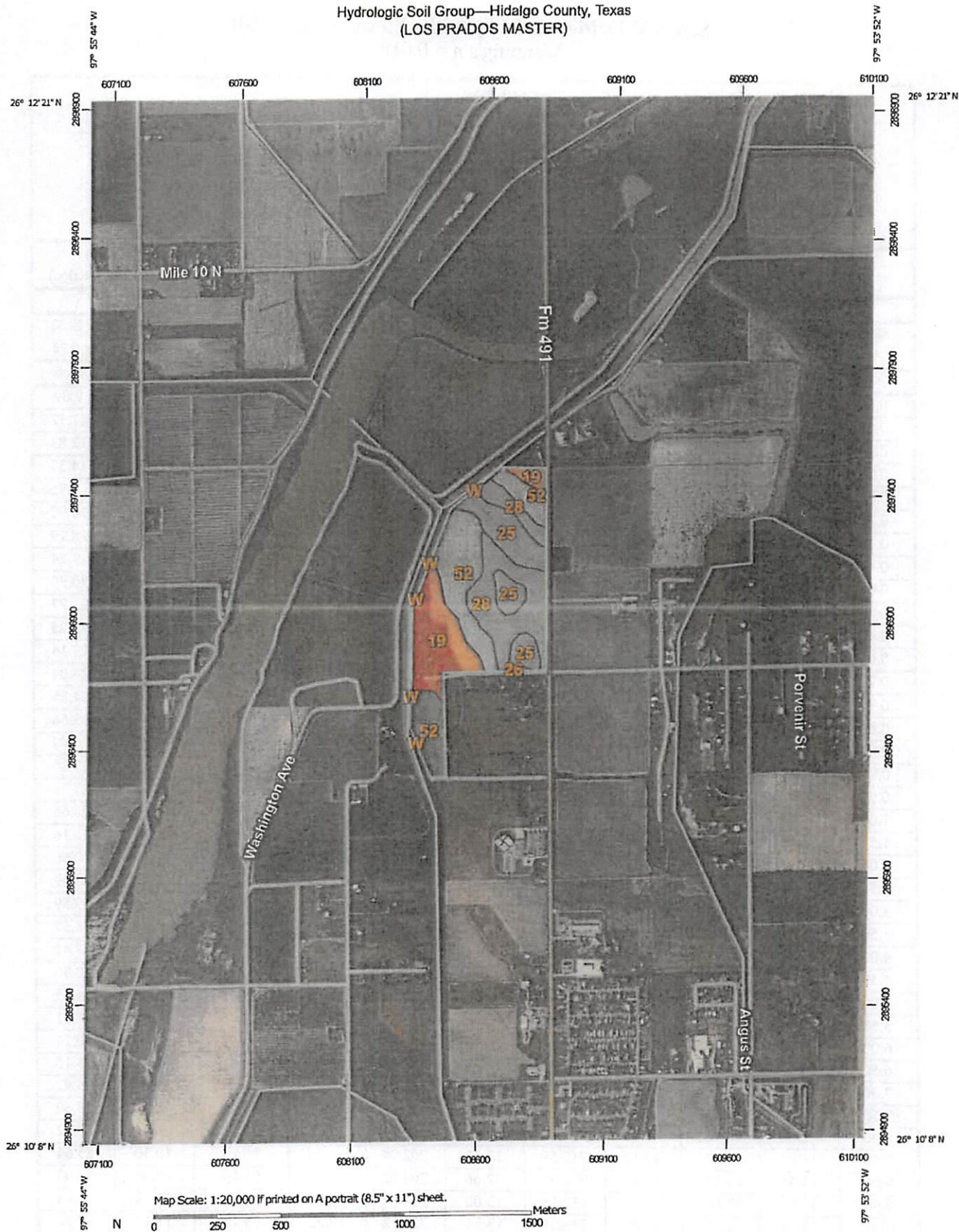
TIME	2 yr.	5 yr.	10 yr.	25 yr.	50 yr.	100 yr.
465	0.354	0.499	0.615	0.780	0.914	1.062
475	0.348	0.490	0.605	0.767	0.899	1.045
485	0.342	0.482	0.595	0.755	0.885	1.028
495	0.336	0.474	0.585	0.743	0.871	1.012
505	0.331	0.467	0.576	0.731	0.857	0.997
515	0.325	0.460	0.567	0.720	0.845	0.982
525	0.320	0.453	0.559	0.709	0.832	0.967
535	0.315	0.446	0.550	0.699	0.820	0.953
545	0.311	0.439	0.542	0.689	0.808	0.940
555	0.306	0.433	0.534	0.679	0.797	0.927
565	0.301	0.427	0.527	0.670	0.786	0.914
575	0.297	0.421	0.520	0.661	0.775	0.902
585	0.293	0.415	0.513	0.652	0.765	0.890

where:	2yr	5yr	10yr	25yr	50yr	100yr
e=	0.8385	0.8215	0.8123	0.802	0.7952	0.789
b=	62.336	79.151	92.23	110	123.47	137.99
d=	12.322	12.233	12.329	12.6	12.858	13.318

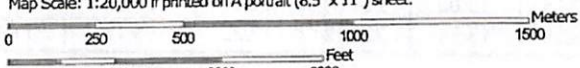
Street Velocities and Capacities Flowing Curb Full
Manning's $n = 0.018$

										
	Local Street		Local Street		Collector Street		Secondary Street (half-section)		Primary Street (half-section)	
	$w = 30'$		$w = 40'$		$w = 44'$		$w = 24'$			
Slope %	$c = 4''$ $wp = 31.16$ $A = 12.45$ $r = 0.40$		$c = 4''$ $wp = 41.17$ $A = 16.67$ $r = 0.405$		$c = 5''$ $wp = 45.17$ $A = 16.50$ $r = 0.365$		$c = 6''$ $wp = 24.66$ $A = 7.92$ $r = 0.32$		$c = 9''$ $wp = 28.52$ $A = 8.12$ $r = 0.28$	
	V ft/sec	Q cfs	V ft/sec	Q cfs	V ft/sec	Q cfs	V ft/sec	Q cfs	V ft/sec	Q cfs
0.10	1.42	17.68	1.43	23.81	1.33	22.01	1.22	9.66	1.12	9.09
0.15	1.74	21.66	1.74	29.17	1.63	26.96	1.50	11.88	1.37	11.12
0.20	2.00	24.90	2.02	33.68	1.89	31.13	1.73	13.70	1.58	12.83
0.25	2.24	27.89	2.26	37.66	2.11	34.80	1.93	15.29	1.77	14.37
0.30	2.46	30.63	2.47	41.25	2.31	38.13	2.12	16.79	1.94	15.75
0.35	2.65	32.99	2.67	44.56	2.50	41.18	2.29	18.14	2.09	16.97
0.40	2.84	35.36	2.86	47.64	2.67	44.02	2.44	19.32	2.24	18.19
0.45	3.01	37.47	3.03	50.53	2.83	46.69	2.59	20.51	2.37	19.24
0.50	3.17	39.47	3.19	53.26	2.98	49.22	2.73	21.62	2.50	20.30
0.55	3.32	41.33	3.35	55.86	3.13	51.62	2.87	22.73	2.62	21.27
0.60	3.47	43.20	3.50	58.34	3.27	53.92	2.99	23.68	2.74	22.25
0.65	3.61	44.94	3.64	60.72	3.40	56.12	3.12	24.71	2.86	23.14
0.70	3.75	46.62	3.78	63.02	3.53	58.24	3.23	25.58	2.96	24.04
0.75	3.88	48.31	3.91	66.23	3.65	60.28	3.35	26.53	3.06	24.85
0.80	4.01	49.92	4.04	67.37	3.77	62.26	3.46	27.40	3.16	25.66
0.85	4.13	51.42	4.17	69.44	3.89	64.17	3.56	28.20	3.26	26.47
0.90	4.25	52.91	4.29	71.45	4.00	66.03	3.67	29.07	3.35	27.20
0.95	4.37	54.41	4.40	73.41	4.11	67.84	3.77	29.86	3.44	27.93
1.00	4.48	55.78	4.52	75.31	4.22	69.61	3.86	30.57	3.53	28.66
1.50	5.49	68.35	5.53	92.25	5.17	85.25	4.73	37.46	4.33	35.16
2.00	6.34	78.93	6.39	106.52	5.97	98.44	5.46	43.24	5.00	40.60
2.50	7.09	88.27	7.14	119.09	6.67	110.06	6.11	48.39	5.59	45.39
3.00	7.76	96.61	7.83	130.46	7.31	120.56	6.69	52.98	6.12	49.59
3.50	8.39	104.46	8.45	140.91	7.89	130.22	7.23	57.26	6.61	53.67
4.00	8.97	111.68	9.04	150.64	8.44	139.21	7.73	61.22	7.07	57.41
4.50	9.51	118.40	9.58	159.78	8.95	147.66	8.20	64.94	7.50	60.90
5.00	10.02	124.75	10.10	168.42	9.43	155.65	8.64	68.43	7.90	64.15
5.50	10.51	130.85	10.60	176.64	9.89	163.24	9.06	71.76	8.29	67.31
6.00	10.98	136.70	11.07	184.49	10.33	170.50	9.46	74.92	8.65	70.24
6.50	11.43	143.30	11.52	192.03	10.76	177.46	9.85	78.01	9.01	73.16
7.00	11.86	147.66	11.95	199.28	11.16	184.16	10.22	80.94	9.35	75.92
7.50	12.28	152.89	12.37	206.27	11.55	190.63	10.58	83.79	9.68	78.60
8.00	12.68	157.85	12.78	213.04	11.93	196.88	10.93	86.57	9.99	81.12
8.50	13.07	162.72	13.17	219.59	12.30	202.94	11.26	89.18	10.30	83.64
9.00	13.45	167.45	13.55	225.96	12.66	208.82	11.59	91.79	10.60	86.07
9.50	13.82	172.06	13.93	232.15	13.00	214.54	11.91	94.33	10.89	88.43
10.00	14.18	176.54	14.29	238.18	13.34	220.12	12.22	96.78	11.17	90.70

Hydrologic Soil Group—Hidalgo County, Texas (LOS PRADOS MASTER)



Map Scale: 1:20,000 If printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge ties: UTM Zone 14N WGS84



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

7/22/2022
Page 1 of 4

Hydrologic Soil Group—Hidalgo County, Texas
(LOS PRADOS MASTER)

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Lines

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Points

 A
 A/D
 B
 B/D

 C
 C/D
 D
 Not rated or not available

Water Features

 Streams and Canals

Transportation

 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Hidalgo County, Texas

Survey Area Data: Version 20, Sep 13, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 21, 2021—Mar 2, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
19	Harlingen clay	D	22.0	22.3%
25	Hidalgo fine sandy loam, 0 to 1 percent slopes	B	17.9	18.2%
26	Hidalgo fine sandy loam, 1 to 3 percent slopes	B	0.4	0.4%
28	Hidalgo sandy clay loam, 0 to 1 percent slopes	B	25.0	25.3%
52	Raymondville clay loam, 0 to 1 percent slopes	C	32.6	33.1%
W	Water	D	0.7	0.7%
Totals for Area of Interest			98.7	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

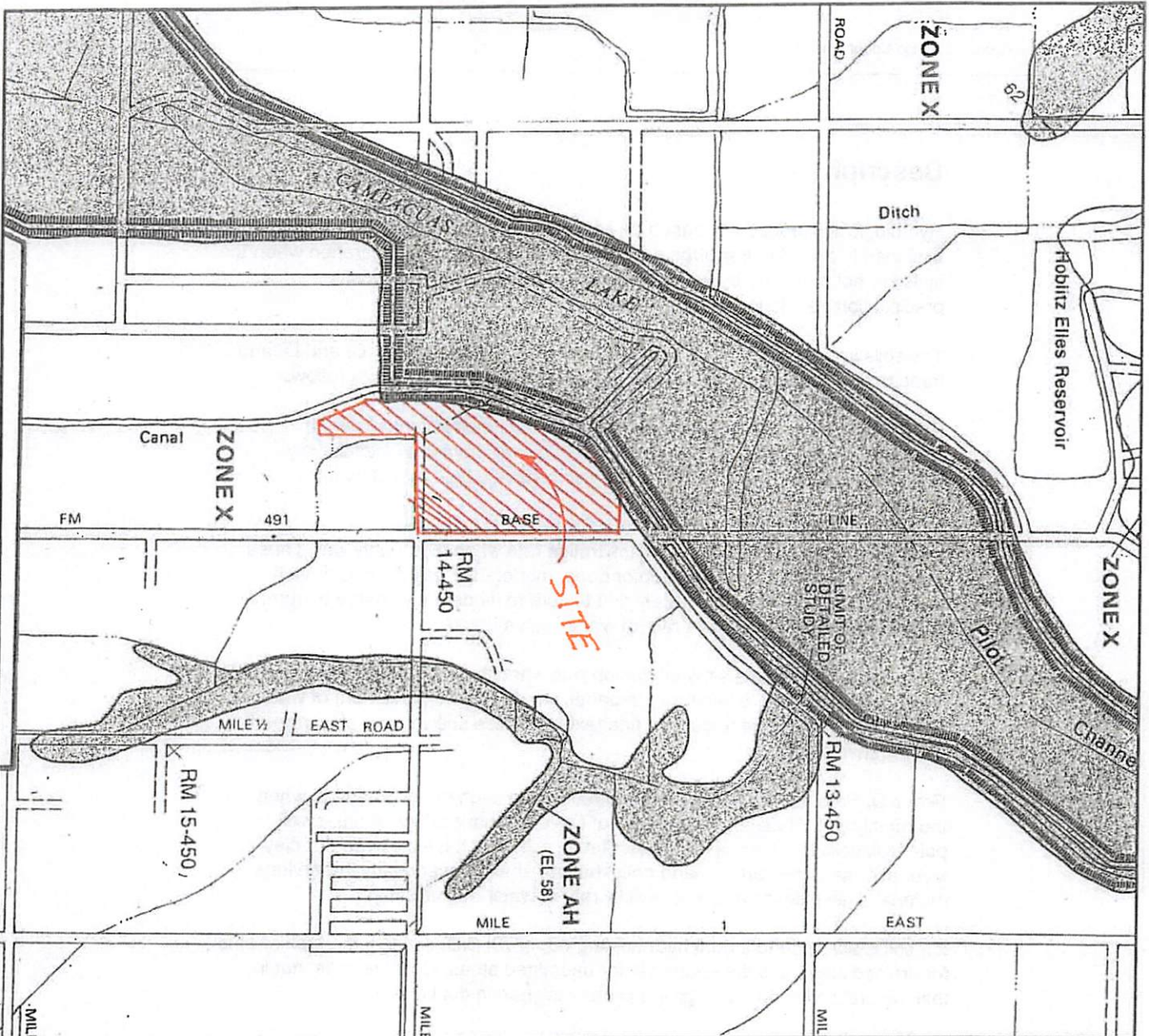
If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher



To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at (800) 638-6621.



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP

HIDALGO COUNTY,
TEXAS
(UNINCORPORATED AREAS)

(SEE MAP INDEX FOR PANELS NOT PRINTED)



Federal Emergency Management Agency

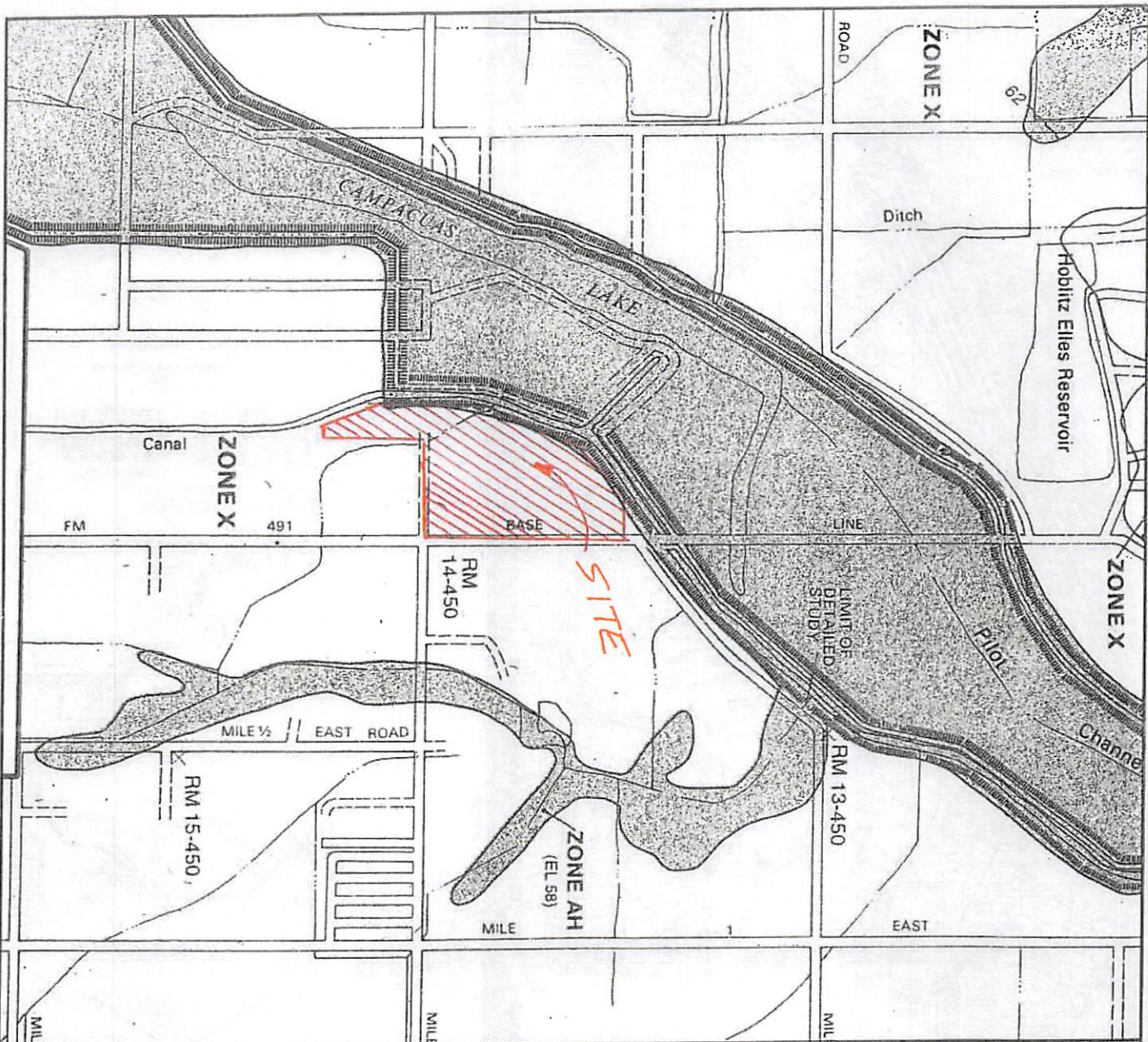
COMMUNITY PANEL NUMBER

480334 0450 C

MAP REVISED:

JUNE 6, 2000

This is an official FIRM sheet showing a portion of the above-referenced flood map created from the MISC FIRM data base. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <http://mfc.fema.gov>.



2000
0
2000 FEET

APPROXIMATE SCALE



LEGEND

SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD

ZONE A No base flood elevation determined.

ZONE AE Base flood elevation determined.

ZONE AH Flood depths of 1 to 3 feet usually zone of ponding; base flood elevation determined.

ZONE AO Flood depths of 1 to 3 feet usually above flow line; base flood elevation determined.

ZONE A99 To be protected from 99-year flood by Federal flood protection system under construction; no base flood elevation determined.

ZONE V Coastal flood with velocity hazard (wave action); no base flood elevation determined.

ZONE VE Coastal flood with velocity hazard (wave action); base flood elevation determined.

FLOODWAY AREAS IN ZONE AE

OTHER FLOOD AREAS

ZONE X Areas of 50-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood.

OTHER AREAS Areas determined to be outside 500-year flood plain.

ZONE D Areas in which flood hazards are undetermined.

UNDEVELOPED COASTAL BARRIERS

Identified 1980

Identified 1990

Other Protected Areas

Floodplain Boundary

Zone D Boundary

Boundary Dividing Special Flood Hazard Zones, and Boundary Dividing Areas of AC, AE, and AO Flood Hazard Zones

Special Flood Hazard Zone

Bar Flood Elevation (feet) Elevation in feet

Cross Section Line

Base Flood Elevation in feet Where Labeled Within Zone

Deviation Reference Mark

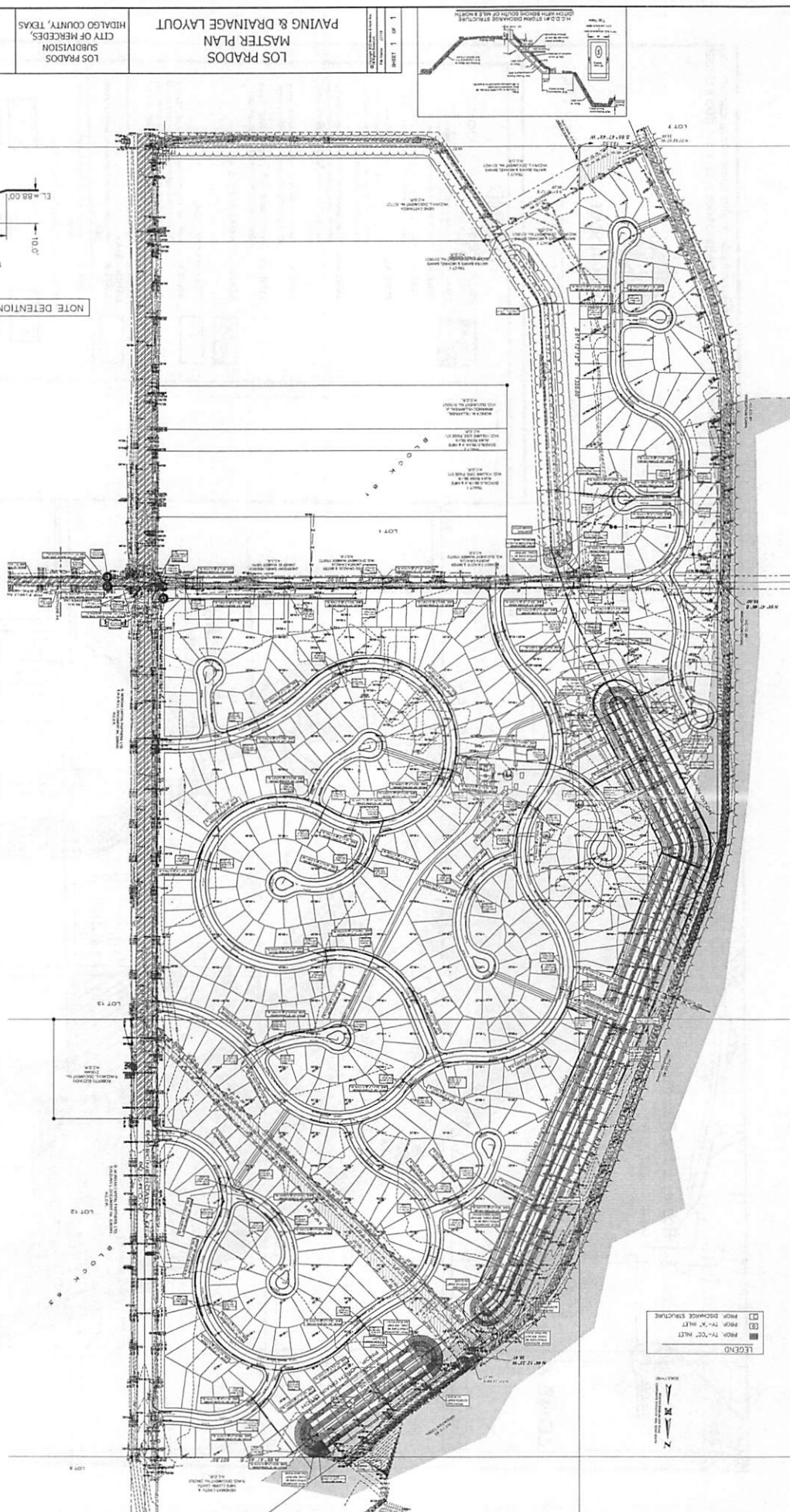
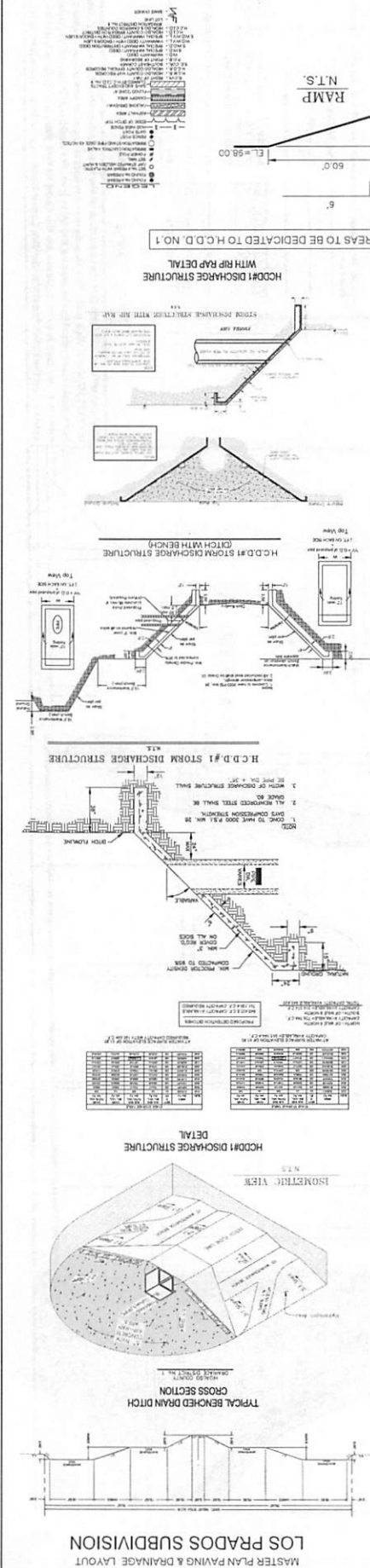
RM 7.5

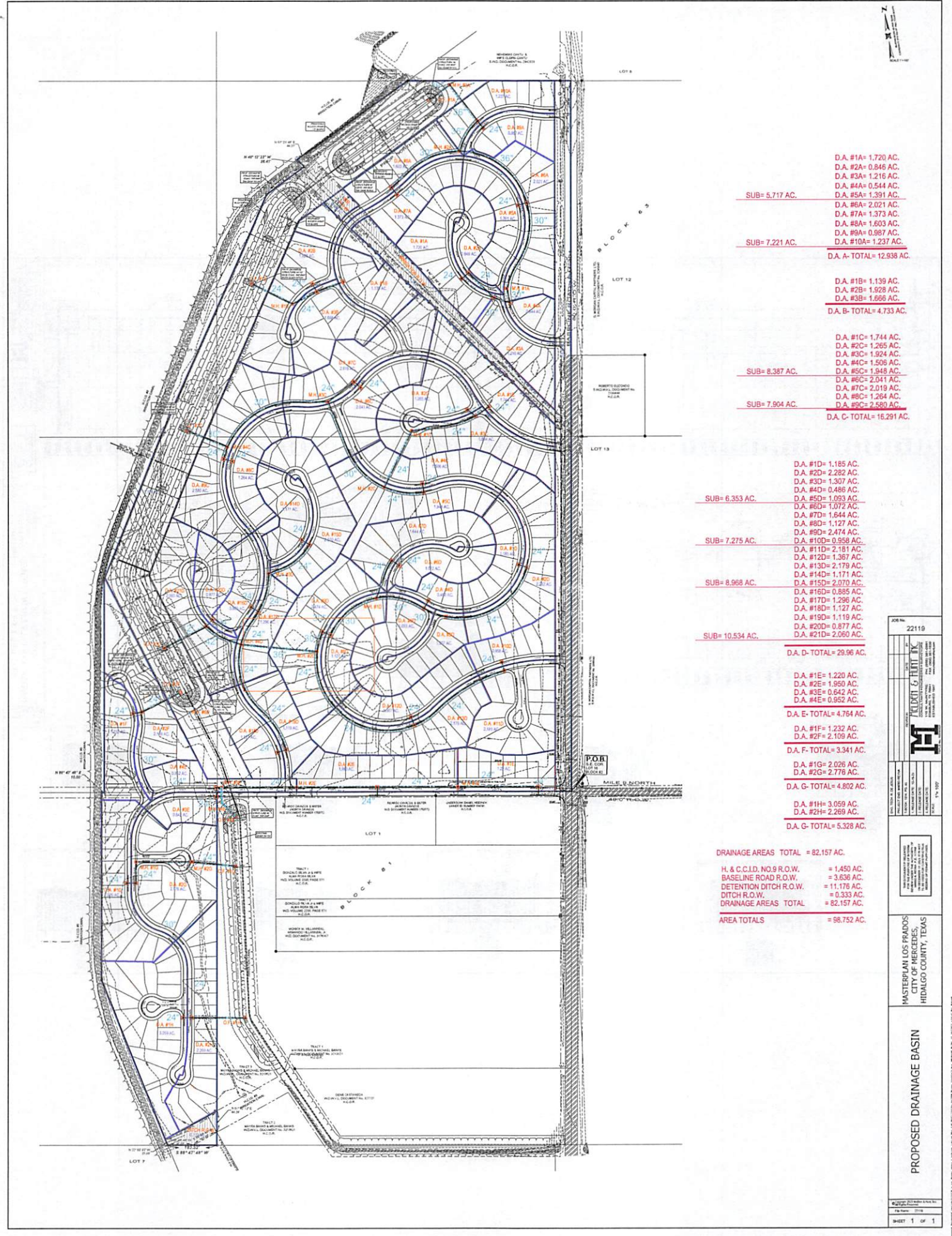
RM 1.5

River Mile

This is an official product showing a portion of the above-referenced flood map created from the MISC. FIRM/Maps Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Update Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <http://mfc.fema.gov>.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at (800) 638-6621.





D.A. #1A= 1.720 AC.
D.A. #2A= 0.848 AC.
D.A. #3A= 1.216 AC.
D.A. #4A= 0.544 AC.
D.A. #5A= 1.391 AC.
D.A. #6A= 2.021 AC.
D.A. #7A= 1.373 AC.
D.A. #8A= 1.603 AC.
D.A. #9A= 0.987 AC.
D.A. #10A= 1.237 AC.
SUB= 5.717 AC.
SUB= 7.221 AC.
D.A. A- TOTAL= 12.938 AC.

D.A. #1B= 1.139 AC.
D.A. #2B= 1.928 AC.
D.A. #3B= 1.666 AC.
D.A. B- TOTAL= 4.733 AC.

D.A. #1C= 1.744 AC.
D.A. #2C= 1.265 AC.
D.A. #3C= 1.924 AC.
D.A. #4C= 1.508 AC.
D.A. #5C= 1.948 AC.
D.A. #6C= 2.041 AC.
D.A. #7C= 2.019 AC.
D.A. #8C= 1.264 AC.
D.A. #9C= 2.580 AC.
SUB= 8.367 AC.
SUB= 7.904 AC.
D.A. C- TOTAL= 16.291 AC.

D.A. #1D= 1.185 AC.
D.A. #2D= 2.282 AC.
D.A. #3D= 1.307 AC.
D.A. #4D= 0.486 AC.
D.A. #5D= 1.063 AC.
D.A. #6D= 1.072 AC.
D.A. #7D= 1.644 AC.
D.A. #8D= 1.127 AC.
D.A. #9D= 2.474 AC.
D.A. #10D= 0.958 AC.
SUB= 6.353 AC.
SUB= 7.275 AC.
SUB= 8.968 AC.
SUB= 10.534 AC.
D.A. D- TOTAL= 29.96 AC.

D.A. #1E= 1.220 AC.
D.A. #2E= 1.950 AC.
D.A. #3E= 0.642 AC.
D.A. #4E= 0.952 AC.
D.A. E- TOTAL= 4.764 AC.
D.A. #1F= 1.232 AC.
D.A. #2F= 2.109 AC.
D.A. F- TOTAL= 3.341 AC.
D.A. #1G= 2.026 AC.
D.A. #2G= 2.776 AC.
D.A. G- TOTAL= 4.802 AC.
D.A. #1H= 3.059 AC.
D.A. #2H= 2.269 AC.
D.A. G- TOTAL= 5.328 AC.

DRAINAGE AREAS TOTAL = 82.157 AC.
H. & C.C.I.D. NO.9 R.O.W. = 1.450 AC.
BASELINE ROAD R.O.W. = 3.636 AC.
DETENTION DITCH R.O.W. = 11.176 AC.
DITCH R.O.W. = 0.333 AC.
DRAINAGE AREAS TOTAL = 82.157 AC.
AREA TOTALS = 98.752 AC.

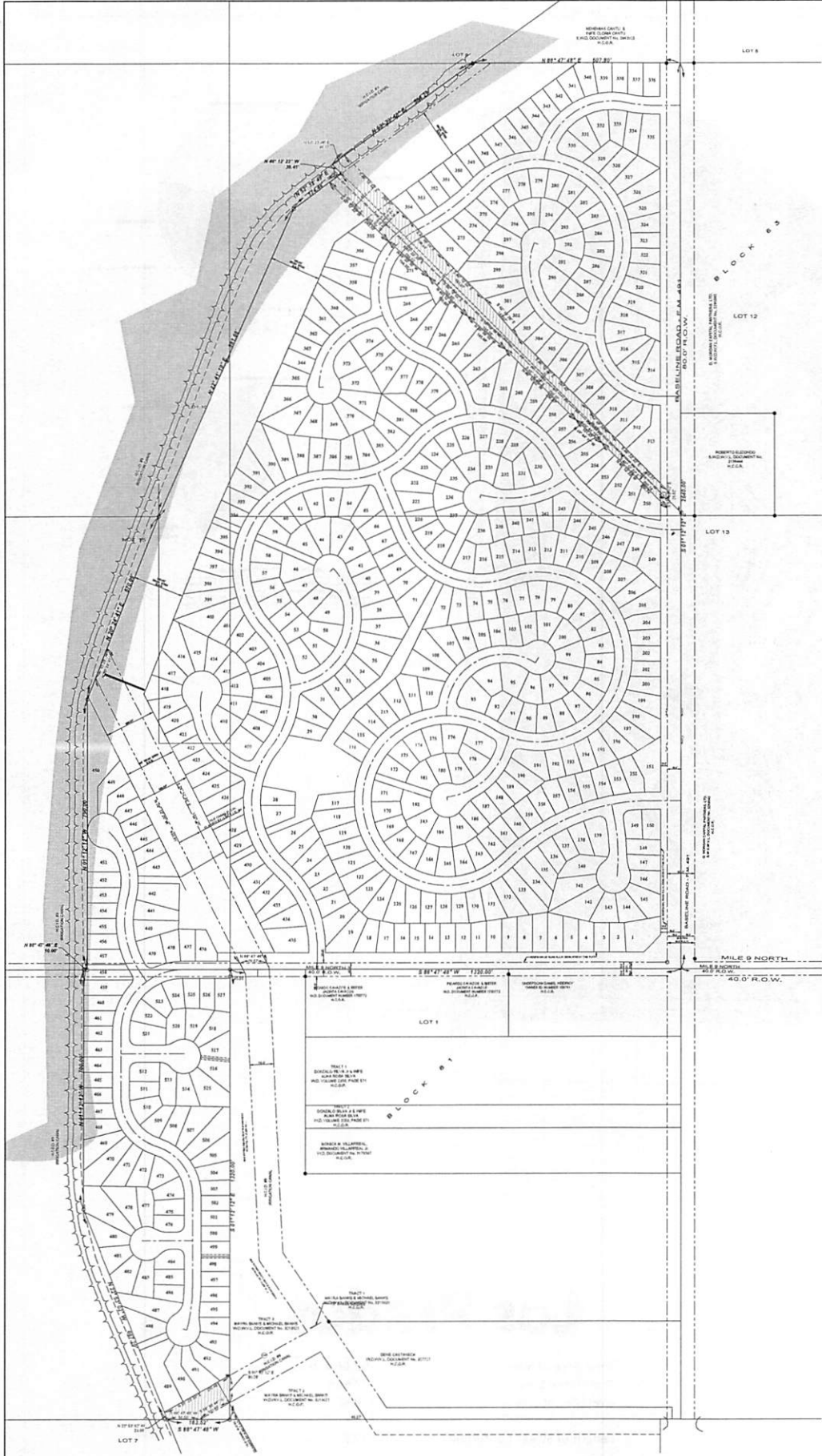
JOB No. 22119

WILLIAM C. HUNT INC.
CITY ENGINEER
HIDALGO COUNTY, TEXAS

PROPOSED DRAINAGE BASIN
MASTERPLAN LOS PADROS
CITY OF MERCED,
HIDALGO COUNTY, TEXAS

SHEET 1 OF 1

MASTER PLAN LOT LAYOUT
LOS PRADOS SUBDIVISION
527 TOTAL LOTS

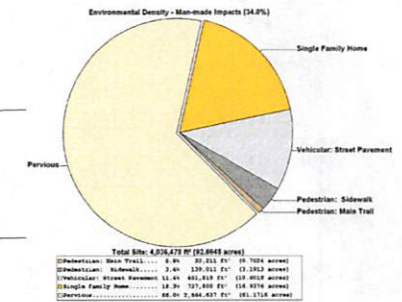
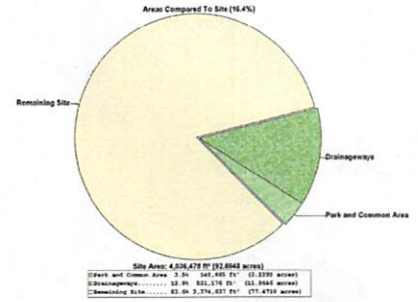


LOS PRADOS
MASTER PLAN
LOT LAYOUT PHASE 1 THRU 7

LOS PRADOS
SUBDIVISION
CITY OF MERCEDES,
HIDALGO COUNTY, TEXAS

This document is prepared for the purpose of showing the proposed lot layout for the subdivision. It is not to be used for any other purpose without the written consent of the engineer.

ENGINEER	DATE	BY
PROJECT NAME	DATE	BY
1. REVISIONS	DATE	BY
2. REVISIONS	DATE	BY
3. REVISIONS	DATE	BY
4. REVISIONS	DATE	BY
5. REVISIONS	DATE	BY
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100. REVISIONS	DATE	BY

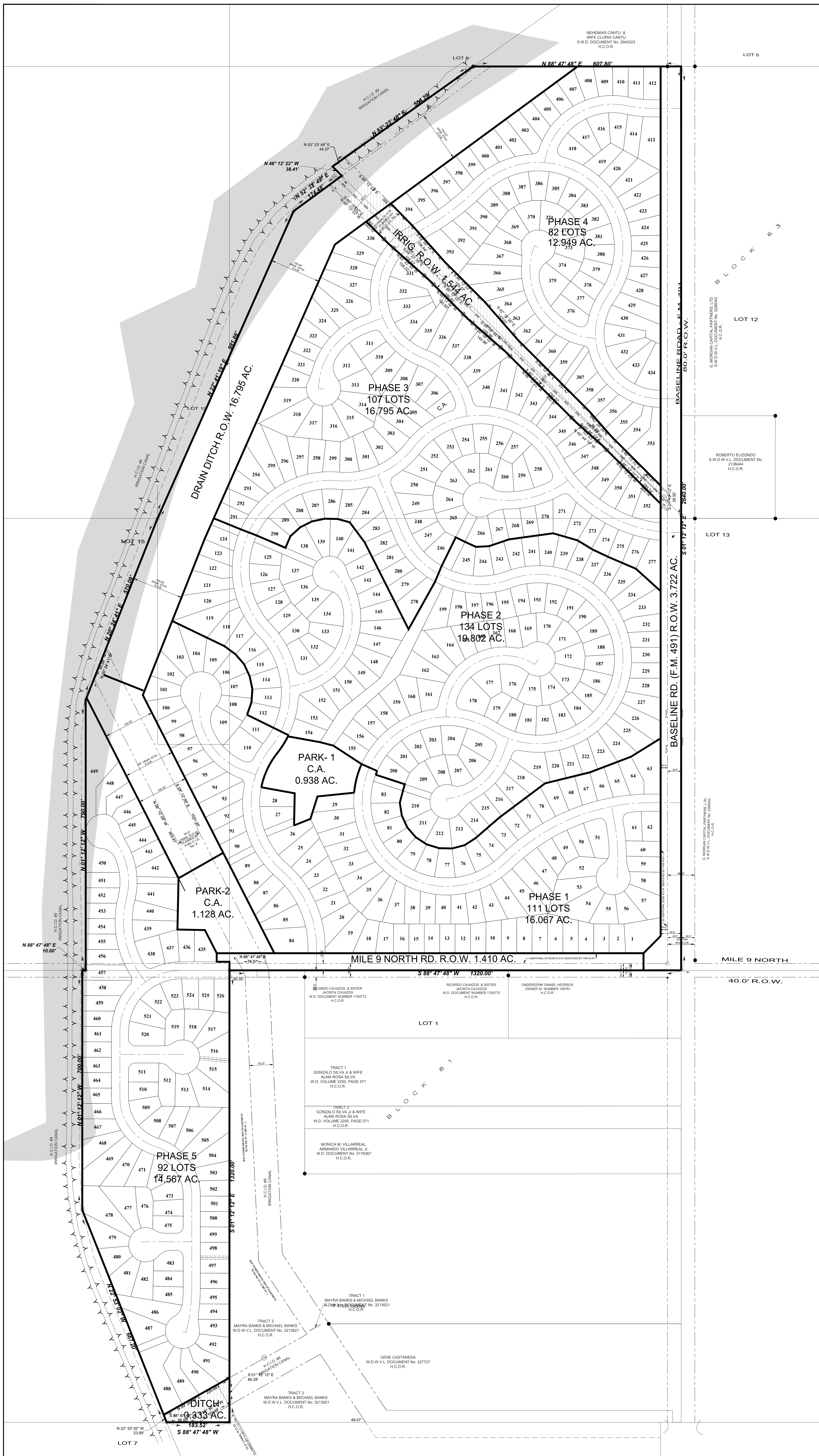


Los Prados

Total Area of Site 92.66 acres
 Number of Lots 527 lots
 Average Lot Size 5,119 sf
 Length of Street Centerline 13,617 lf

RHODES

Rick Harrison Site Design Studio



MASTER PLAN LOT LAYOUT
LOS PRADOS SUBDIVISION
526 TOTAL LOTS



 BEARING BASED AS PER TEXAS
 COORDINATE SYSTEM OF 1943, TEXAS SOUTH
 SCALE: 1"=100'

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File Name: 23128

SHEET 1 OF 1

LOS PRADOS
MASTER PLAN
LOT LAYOUT PHASE 1 THRU 5

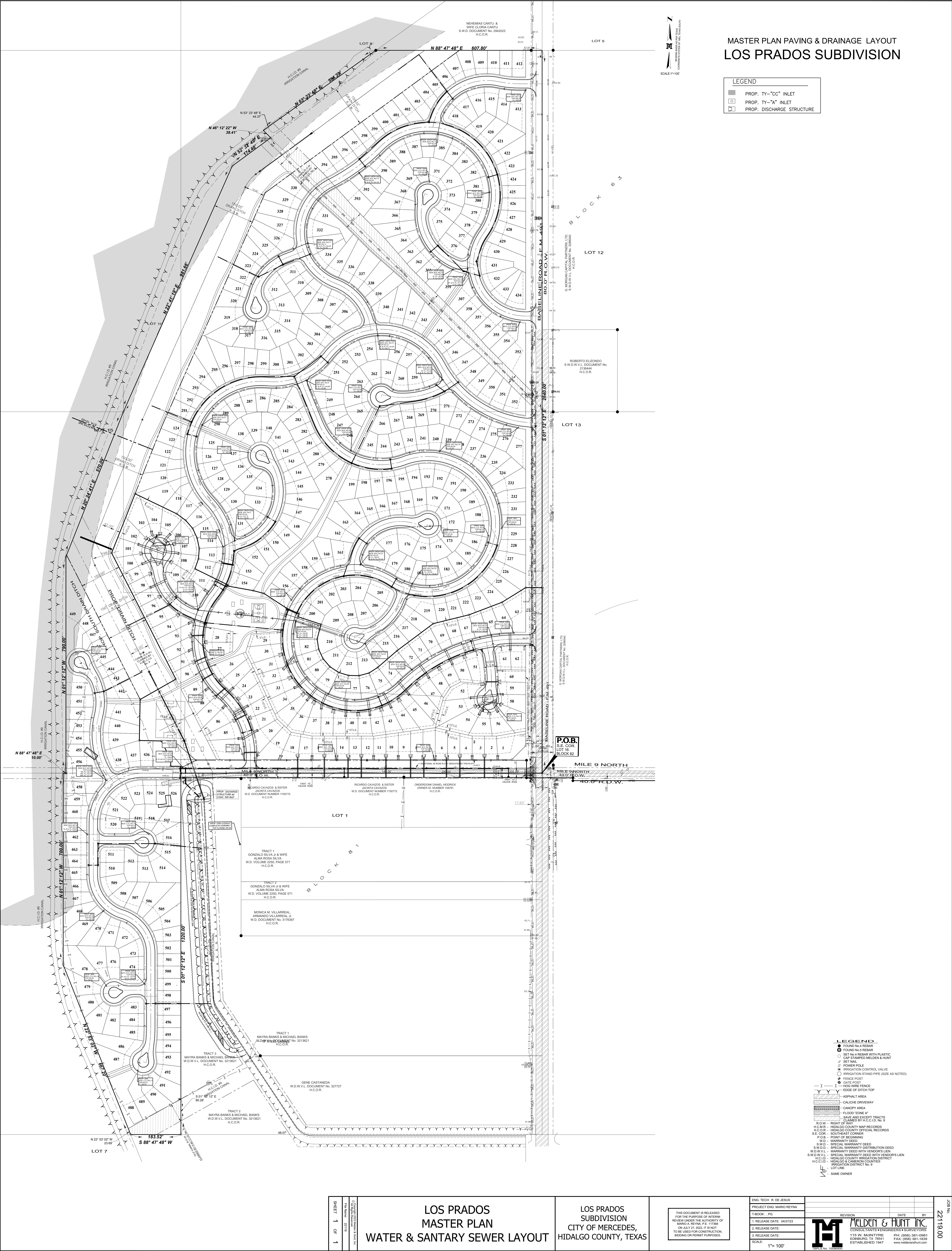
LOS PRADOS
SUBDIVISION
CITY OF MERCEDES,
HIDALGO COUNTY, TEXAS

THIS DOCUMENT IS RELEASED
FOR THE PURPOSE OF INTERIM
REVIEW UNDER THE AUTHORITY OF
MARIO A. REYNA, P.E. 117368
ON JANUARY 29, 2024, IT IS NOT
TO BE USED FOR CONSTRUCTION,
BIDDING OR PERMIT PURPOSES.

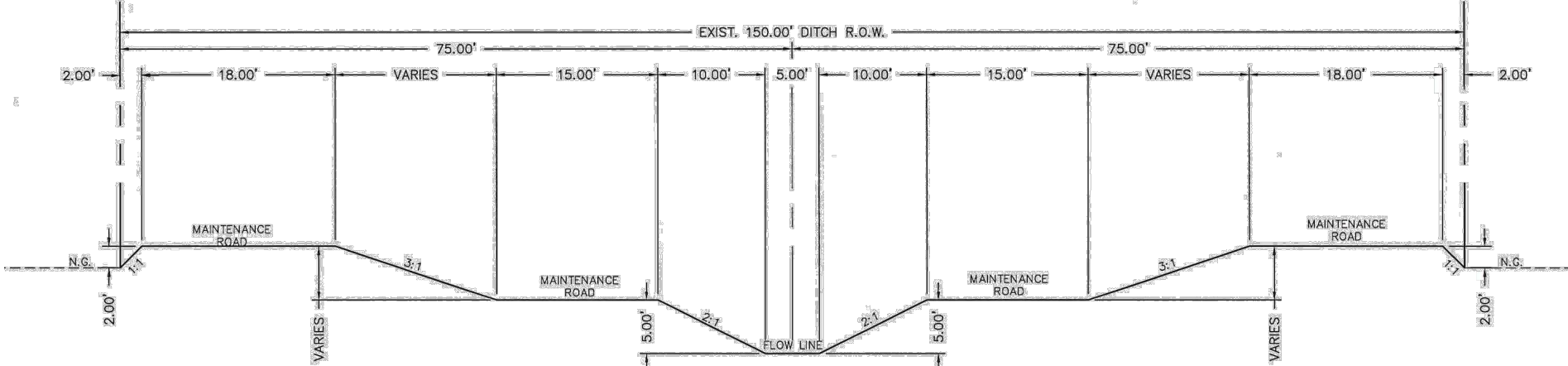
ENG. TECH: R. DE JESUS
PROJECT ENG: MARIO REYN.
T-BOOK: , PG.
1. RELEASE DATE: 01/29/24
2. RELEASE DATE:
3. RELEASE DATE:
SCALE: 1" = 100'

REVISION	DATE	BY
 MELDEN & HUNT INC. CONSULTANTS • ENGINEERS • SURVEYORS 115 W. McIntYRE EDINBURG, TX 78541 ESTABLISHED 1947 PH: (956) 381-0898 FAX: (956) 381-1936 www.meldenandhunt.com		

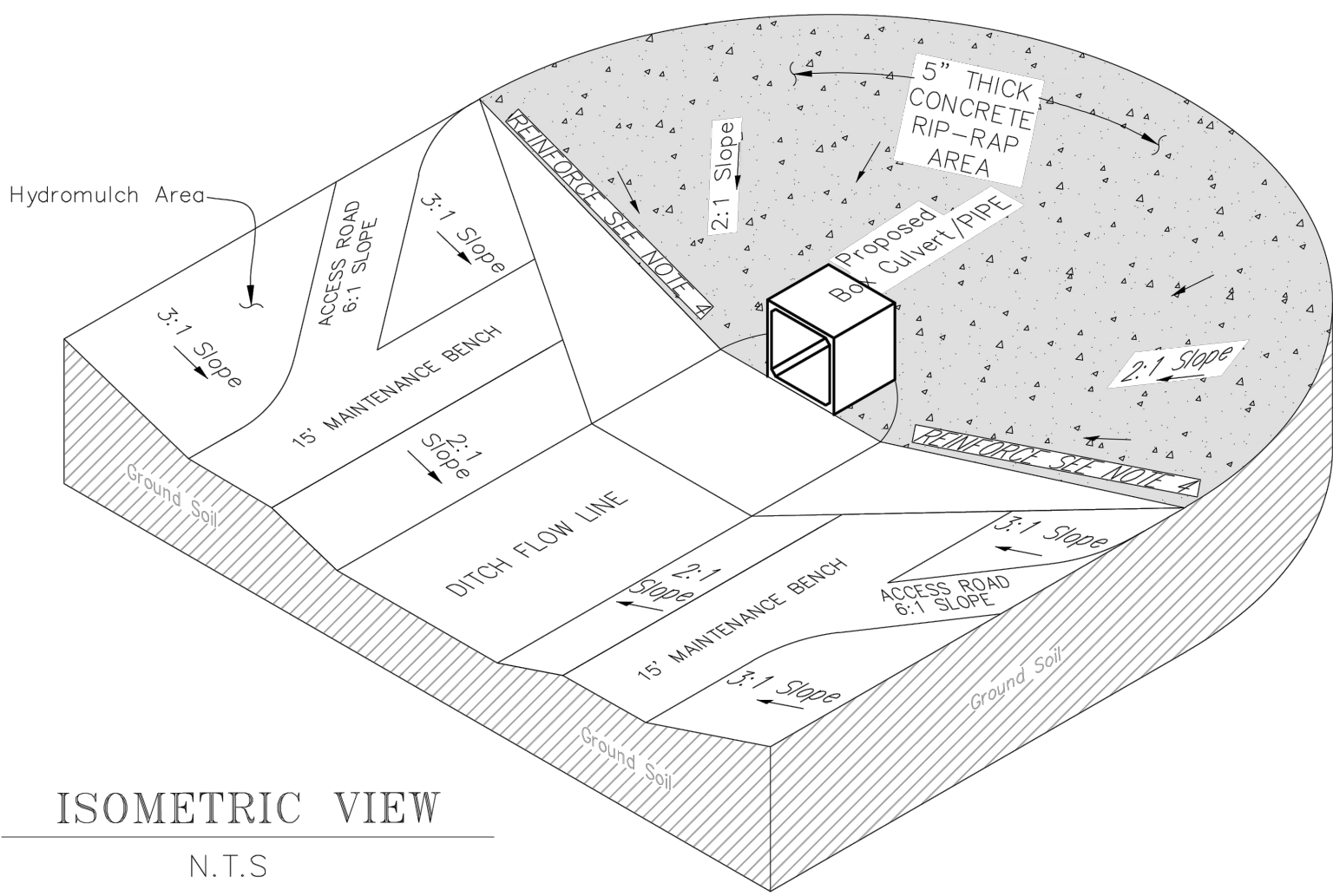
23128.00



MASTER PLAN PAVING & DRAINAGE LAYOUT



TYPICAL BENCHED DRAIN DITCH CROSS SECTION



ISOMETRIC VIEW
N.T.S

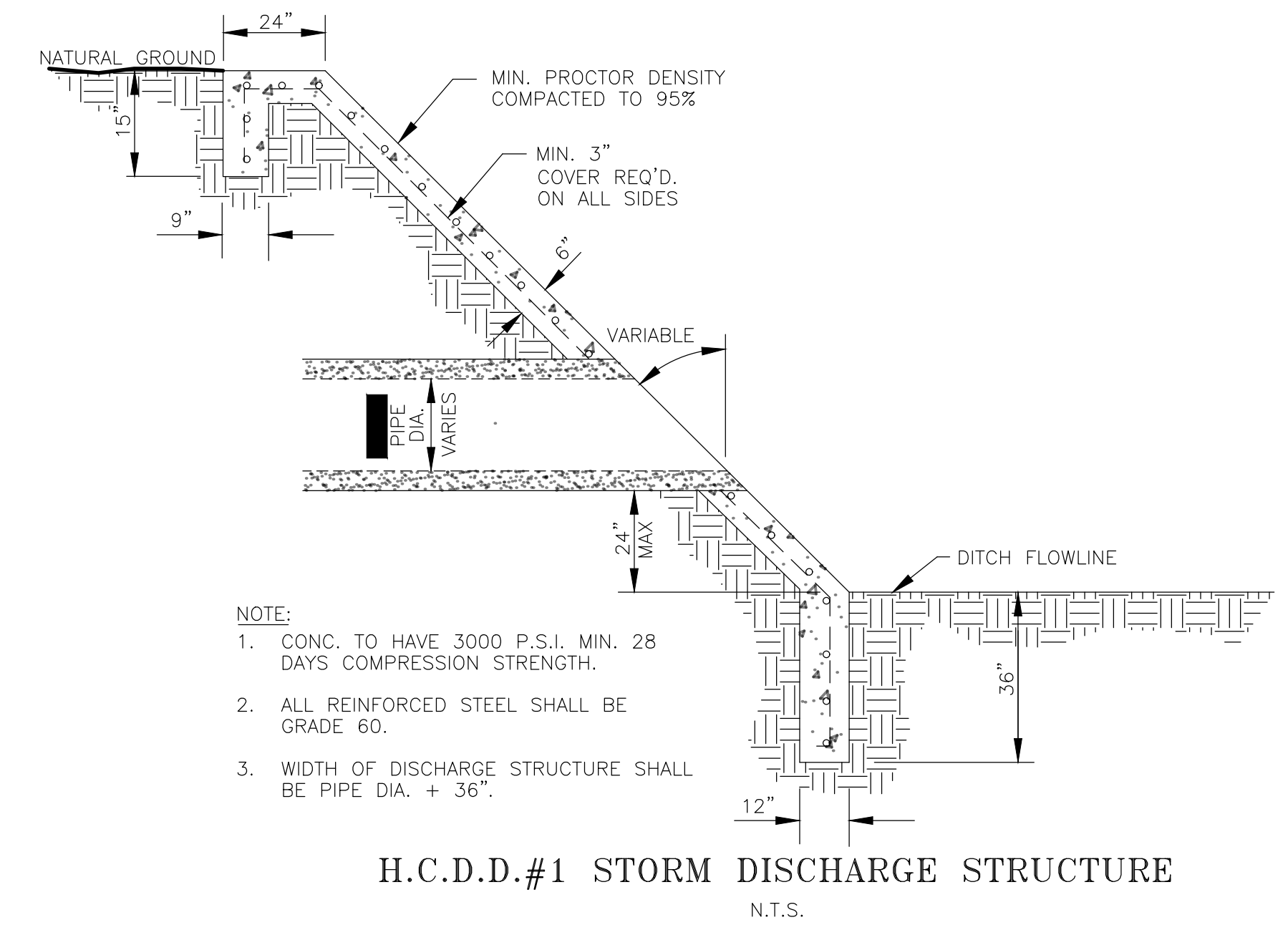
HCDD#1 DISCHARGE STRUCTURE
DETAIL

[illegible]

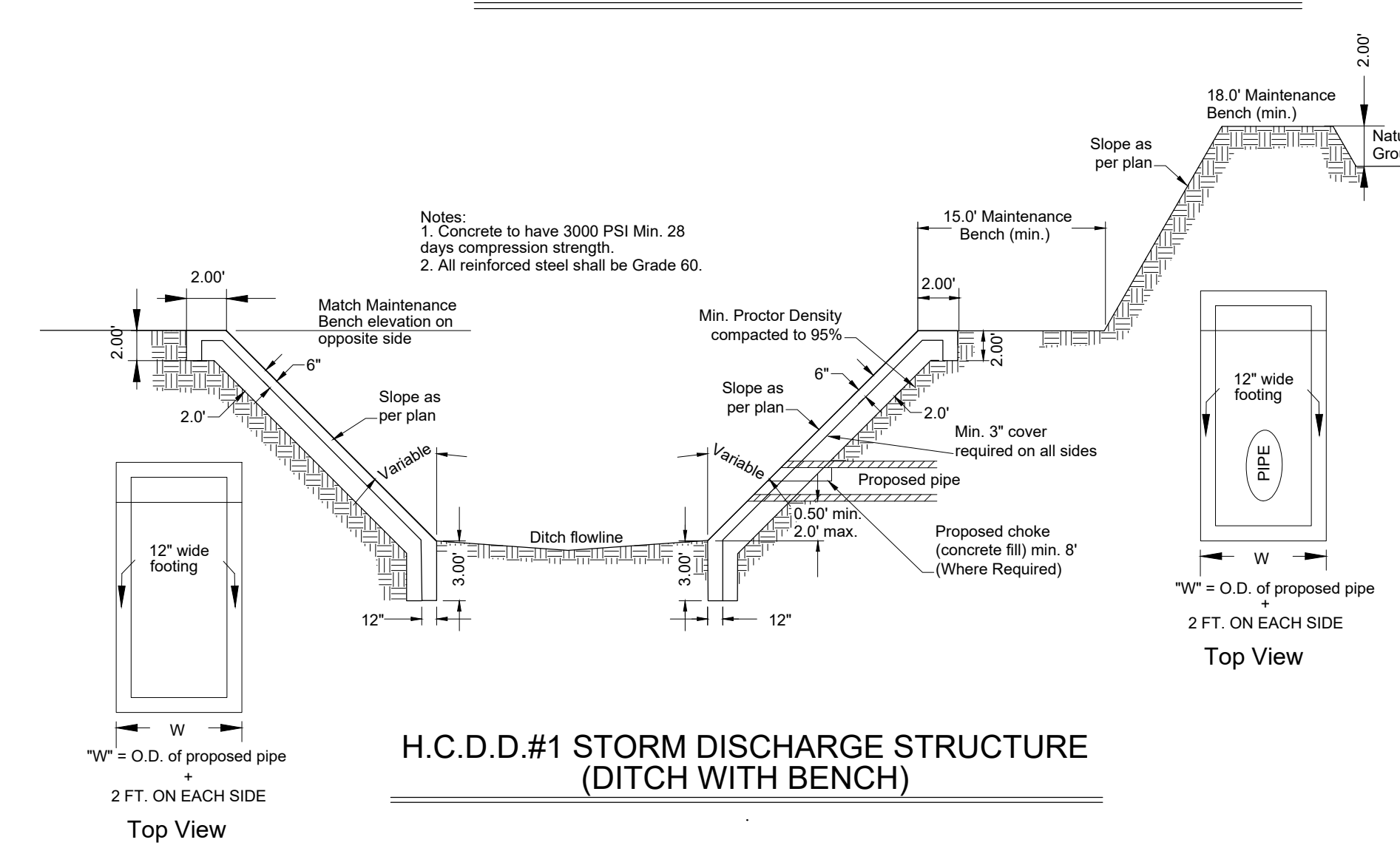
AT WATER SURFACE ELEVATION OF 61.85
CAPACITY AVAILABLE= 563,144.4 C.F.

NORTH - OF MILE 9 NORTH
CAPACITY AVAILABLE= 728,748 C.F.
SOUTH - OF MILE 9 NORTH
CAPACITY AVAILABLE= 214,674 C.F.
TOTAL CAPACITY AVAILABLE 943,422

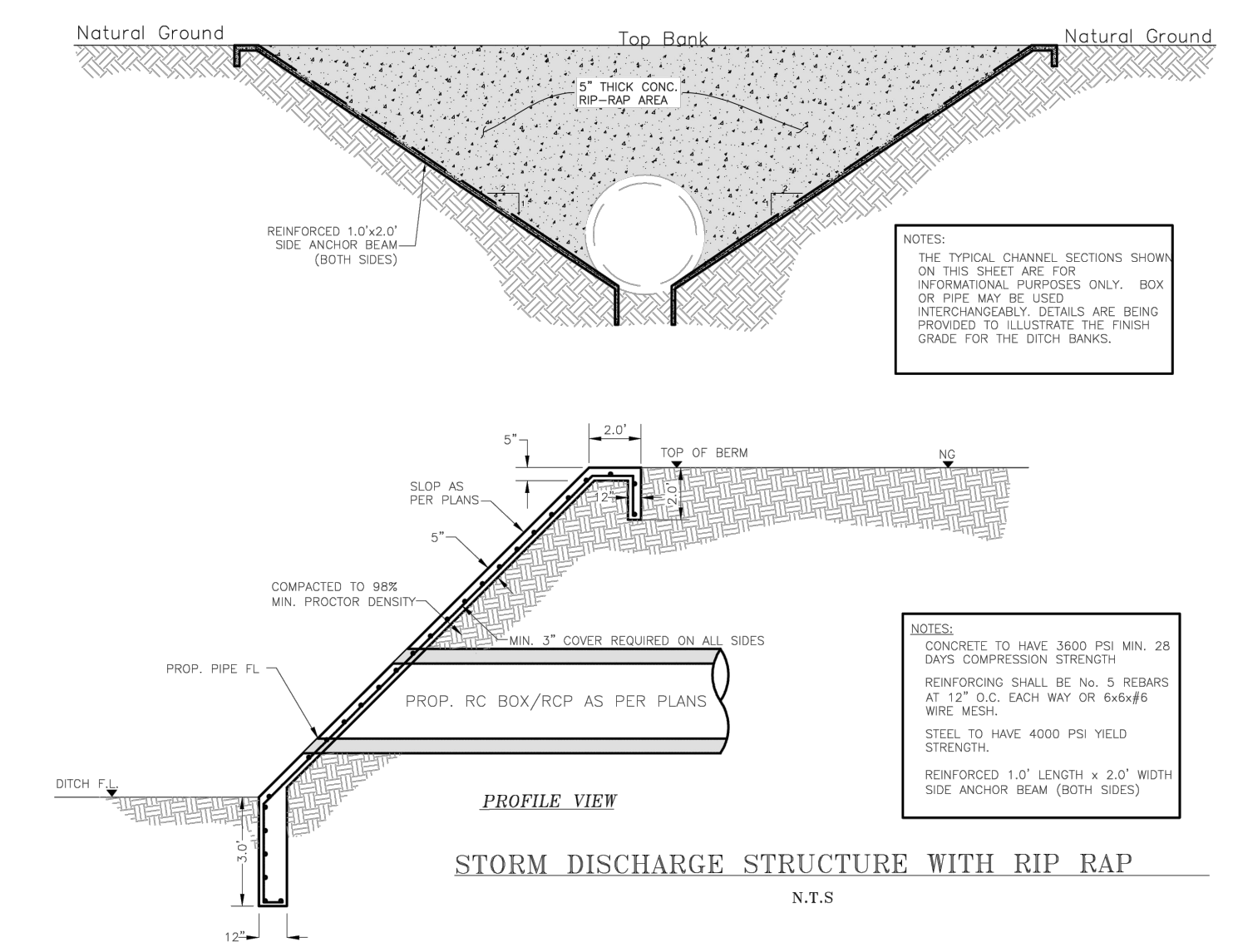
PROPOSED DETENTION DITCHES	
943,422.0 C.F. CAPACITY AVAILABLE	
701,193.4 C.F. CAPACITY REQUIRED	



H.C.D.D.#1 STORM DISCHARGE STRUCTURE
N.T.S.



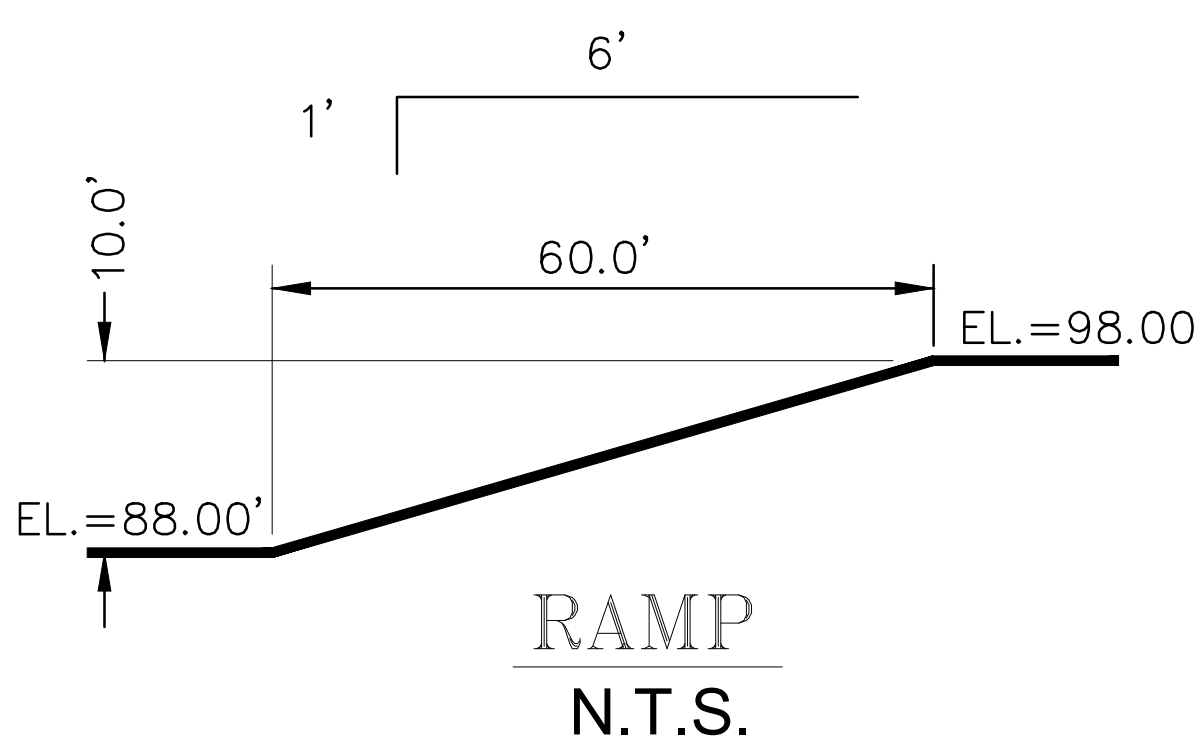
**H.C.D.D.#1 STORM DISCHARGE STRUCTURE
(DITCH WITH BENCH)**



STORM DISCHARGE STRUCTURE WITH RIP RAP
N.T.S

HCDD#1 DISCHARGE STRUCTURE
WITH RIP RAP DETAIL

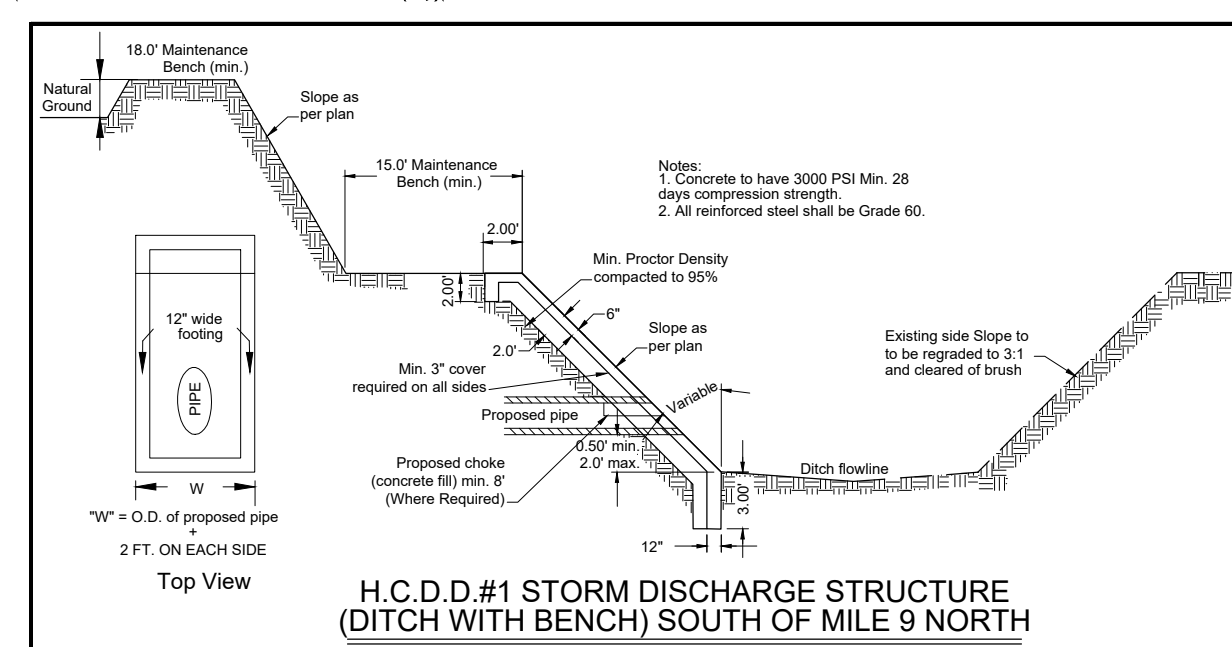
NOTE: DETENTION AREAS TO BE DEDICATED TO H.C.D.D. NO.1



RAMP
N.T.S.

LEGEND

- FOUND NO. 4 REBAR
- FOUND NO. 6 REBAR
- FOUND NO. 8 REBAR WITH PLASTIC
- CAP STAMPED MEASURES & HUNT
- MAIL
- POWER ROPE
- IRRIGATION CONTROL VALVE
- IRRIGATION STAND PIPE (SIZE AS NOTED)
- FENCE POST
- TIE ROD
- HOOD WIRE FENCE
- EDGE OF DITCH TOP
- ASPHALT AREA
- CALCULUS DRIVEWAY
- CANYON AREA
- FENCE ZONE #1
- FENCE ZONE #2
- SAVE AND EXCEPT TRAILS
- PLANNED BY H.C. GILSON, JR. No. 9
- R.O.W. - RIGHT OF WAY
- H.C.M. - HUNTER COUNTY MAP RECORDS
- H.C.D. - HUNTER COUNTY OFFICIAL RECORDS
- H.C.D. - HUNTER COUNTY DEEDS
- P.O.B. - POINT OF BEGINNING
- W.I.D. - WARRANTY DEED
- S.W.D. - SPECIAL WARRANTY DEED
- S.W.D. - SPECIAL WARRANTY DISTRIBUTION DEED
- W.V.D. - WARRANTY DEED WITH VENDORS Lien
- W.V.D. - WARRANTY DEED WITH VENDORS Lien
- W.V.D. - WARRANTY DEED WITH VENDORS Lien
- H.C.D. - HUNTER COUNTY IRRIGATION DISTRICT NO. 9
- H.C.D. - HUNTER COUNTY IRRIGATION DISTRICT NO. 9
- H.C.D. - HUNTER COUNTY IRRIGATION DISTRICT NO. 9
- LOT LINE
- OWNER



H.C.D.D.#1 STORM DISCHARGE STRUCTURE
(DITCH WITH BENCH) SOUTH OF MILE 9 NORTH

File Name:	22119
SHEET	1 OF 1

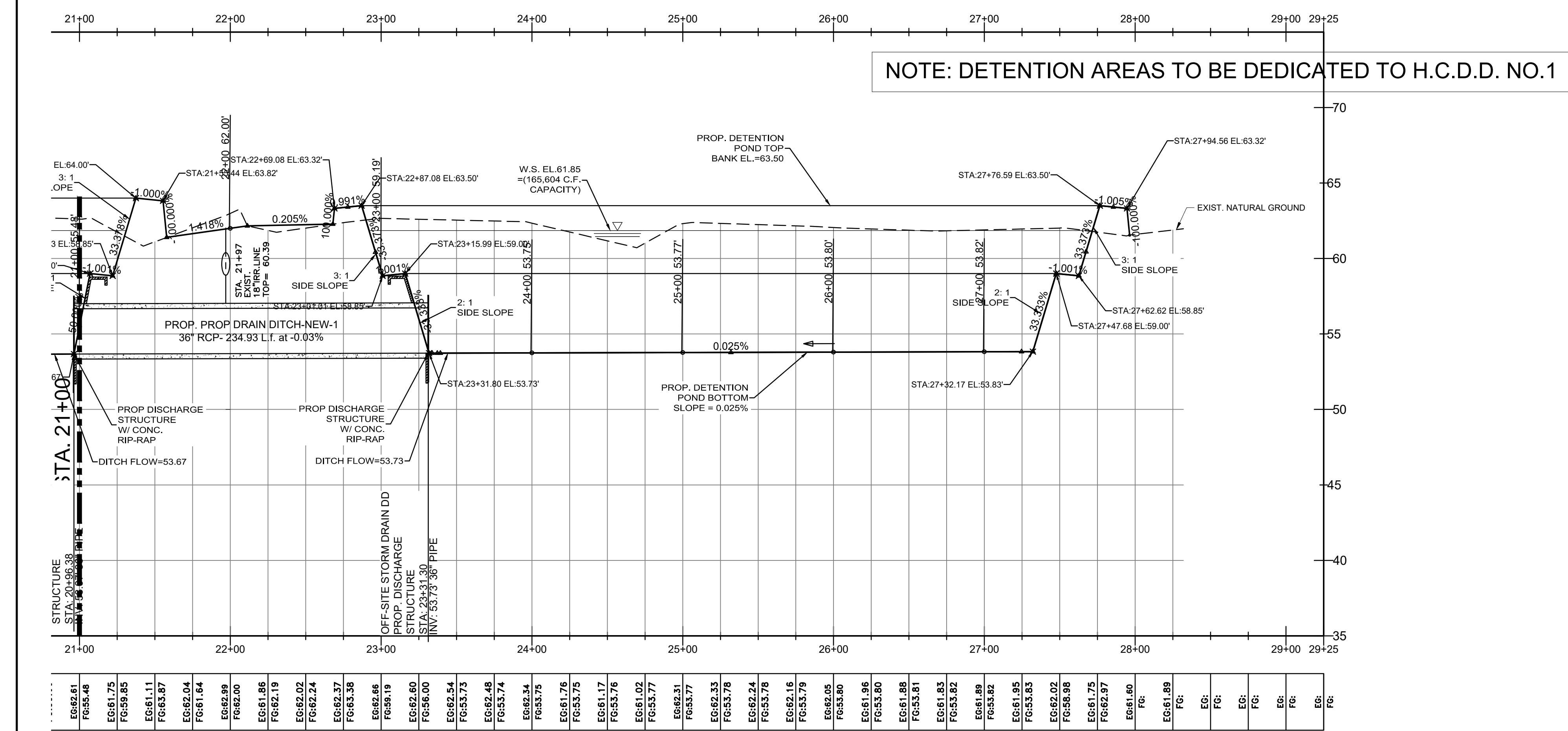
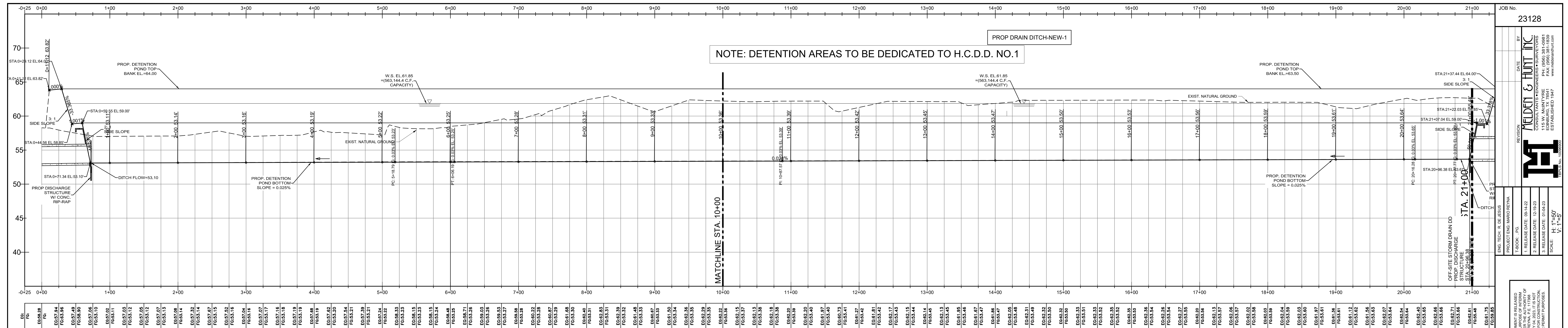
LOS PRADOS
MASTER PLAN
PAVING & DRAINAGE LAYOUT

LOS PRADOS
SUBDIVISION
CITY OF MERCEDES,
HIDALGO COUNTY, TEXAS

THIS DOCUMENT IS RELEASED
FOR THE PURPOSE OF INTERIM
REVIEW UNDER THE AUTHORITY OF
MARIO A. REYNA, P.E. 117388
ON DECEMBER 19, 2023, IT IS NOT
TO BE USED FOR CONSTRUCTION,
BIDDING OR PERMIT PURPOSES.

ENG. TECH: R. DE JESUS
PROJECT ENG: MARIO RE
T-BOOK: , PG.
1. RELEASE DATE: 12/19/2
2. RELEASE DATE:
3. RELEASE DATE:
SCALE: 1"= 100'

REVISION		DATE	BY
		MELDEN & HUNT INC. CONSULTANTS • ENGINEERS • SURVEYORS 115 W. McIntyre EDINBURG, TX 77541 ESTABLISHED 1947	
TEL: 814-366-0000 FAX: 814-366-0000		PH: (956) 381-0981 FAX: (956) 381-1839 www.meldenandhunt.com	



ELEV.	H. AREA (sq. ft.)	DEPT (ft.)	AVG END AREA (sq. ft.)	AVG END TOTAL VOL. (cu. ft.)	CONIC INC. VOL. (cu. ft.)	CONIC TOTAL VOL. (cu. ft.)
54.00	49,252.81	N/A	N/A	N/A	N/A	N/A
55.00	57,430.96	0.00	53341.88	53341.88	53289.56	53289.56
56.00	55,834.19	0.00	61552.58	114874.46	61488.96	114776.52
57.00	71,862.52	0.00	69717.98	184592.44	69657.96	184464.48
58.00	82,115.93	0.00	79869.24	262512.06	77962.82	262437.22
59.00	155,159.83	0.00	0.00	262,512.42	0.00	262,439.41
60.00	187,854.84	0.00	83877.42	346389.84	55984.95	318243.76
61.00	180,769.70	0.00	132712.34	482062.19	130404.51	442722.27
62.00	171,862.41	0.00	102451.34	584513.53	100151.77	538596.77
63.00	206,566.97	0.00	102323.48	<u>686836.01</u>	68655.05	588396.43
63.00	265,773.78	0.00	0.00	678,048.39	0.00	588396.43

AT WATER SURFACE ELEVATION OF 61.85
CAPACITY AVAILABLE = 529,144.05

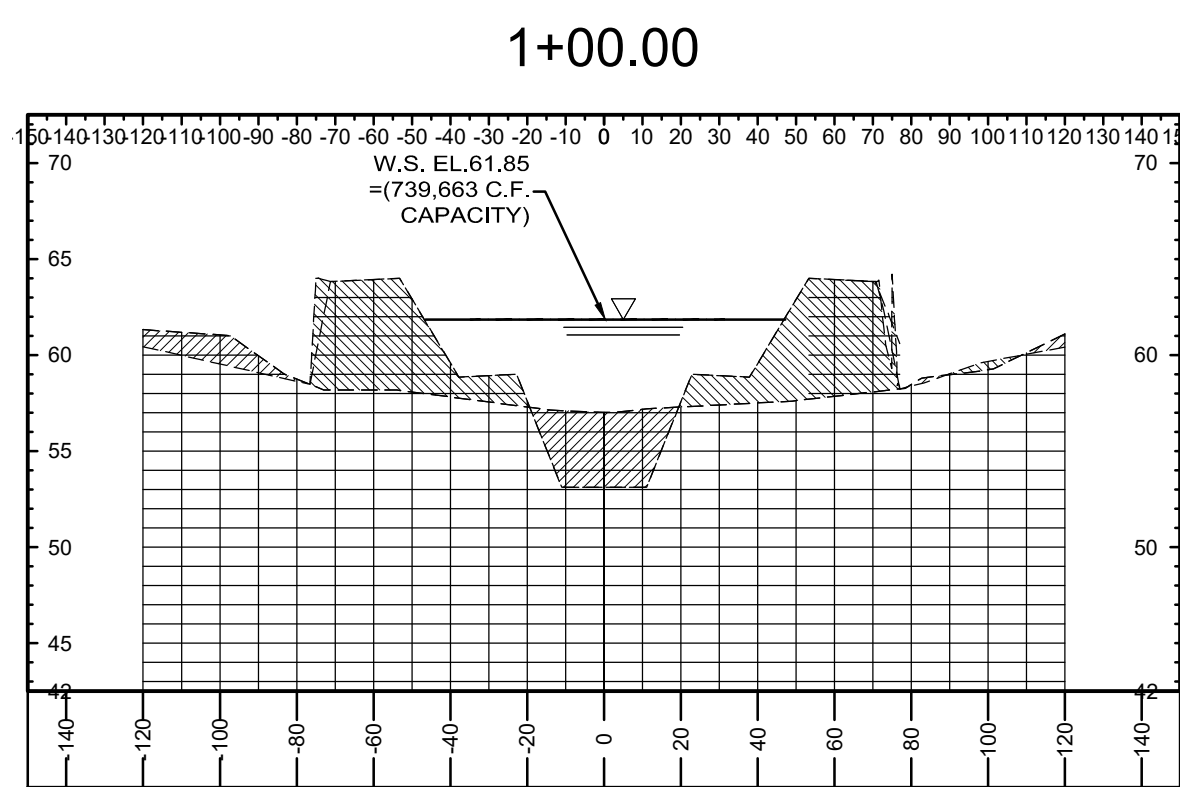
SUM CAPACITY AVAILABLE AT W.S. EL. = 61.85 BOTH DITCHES = 728,748.4 C.F.

STAGE STORING TABLE						
ELEV	AREA (sq. ft.)	DEPT	AVG END INC. VOL	AVG END TOTAL VOL	CONIC INC VOL	CONIC TOTAL VOL
		H (ft.)	(cu. ft.)	(cu. ft.)	(cu. ft.)	(cu. ft.)
54.00	6,875,828	N/A	N/A	0.00	N/A	0.00
55.00	8,972,397	200	7724.11	7724.11	7690.27	7690.27
56.00	11,526,311	300	17973.50	17973.50	10222.76	11951.23
57.00	14,137,752	400	12832.06	30805.56	12809.88	30722.89
58.00	16,806,538	500	15472.15	46277.70	15452.93	35872.84
59.00	34,487,924	1000	25631.92	71899.34	25105.12	71677.67
60.00	37,504,386	1500	18915.67	90857.67	18258.34	82881.42
61.00	40,628,467	2000	36906.42	127764.09	36280.16	128146.22
62.00	43,809,036	2500	42218.75	171938.84	42008.76	165077.18
63.00	47,046,075	3000	27364.39	214547.39	45417.94	210465.12

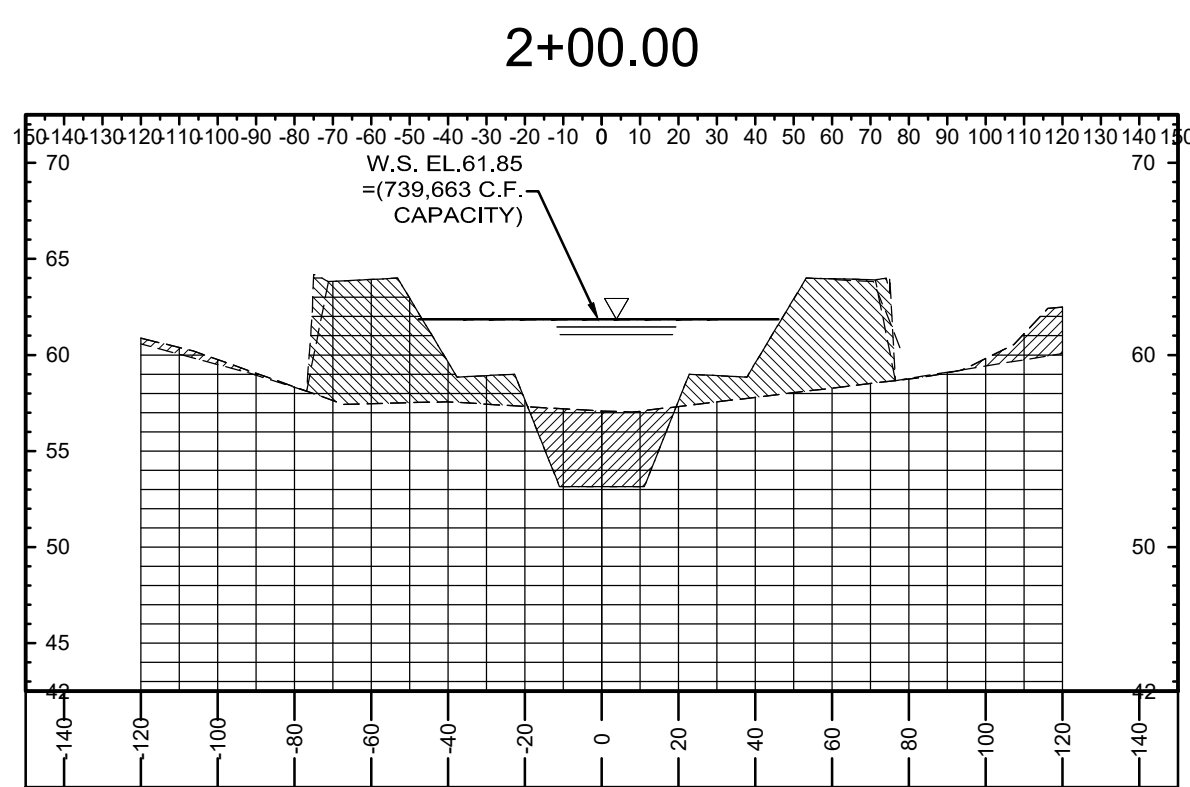
AT WATER SURFACE ELEVATION OF 61.85
REQUIRED CAPACITY MET= 165,604 C.F.

PROPOSED DETENTION DITCHES

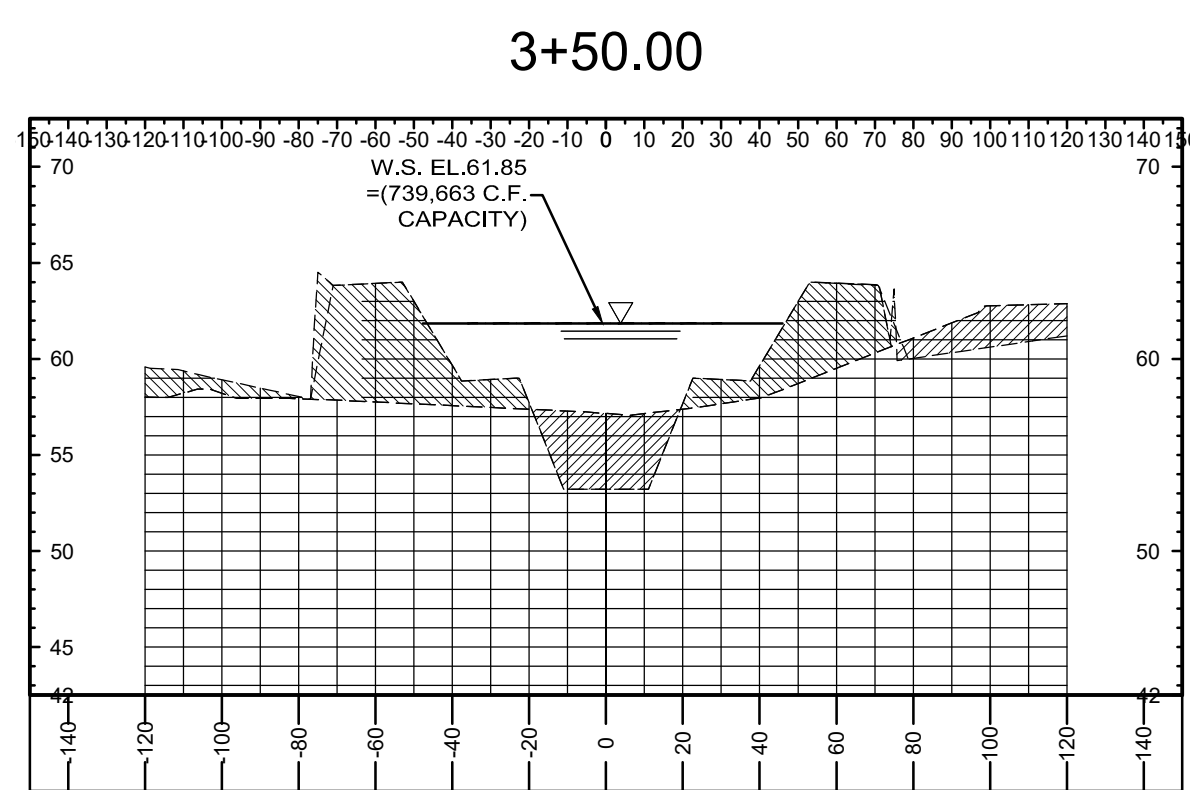
728,748.4 C.F.	CAPACITY AVAILABLE
701,193.4 C.F.	CAPACITY REQUIRED



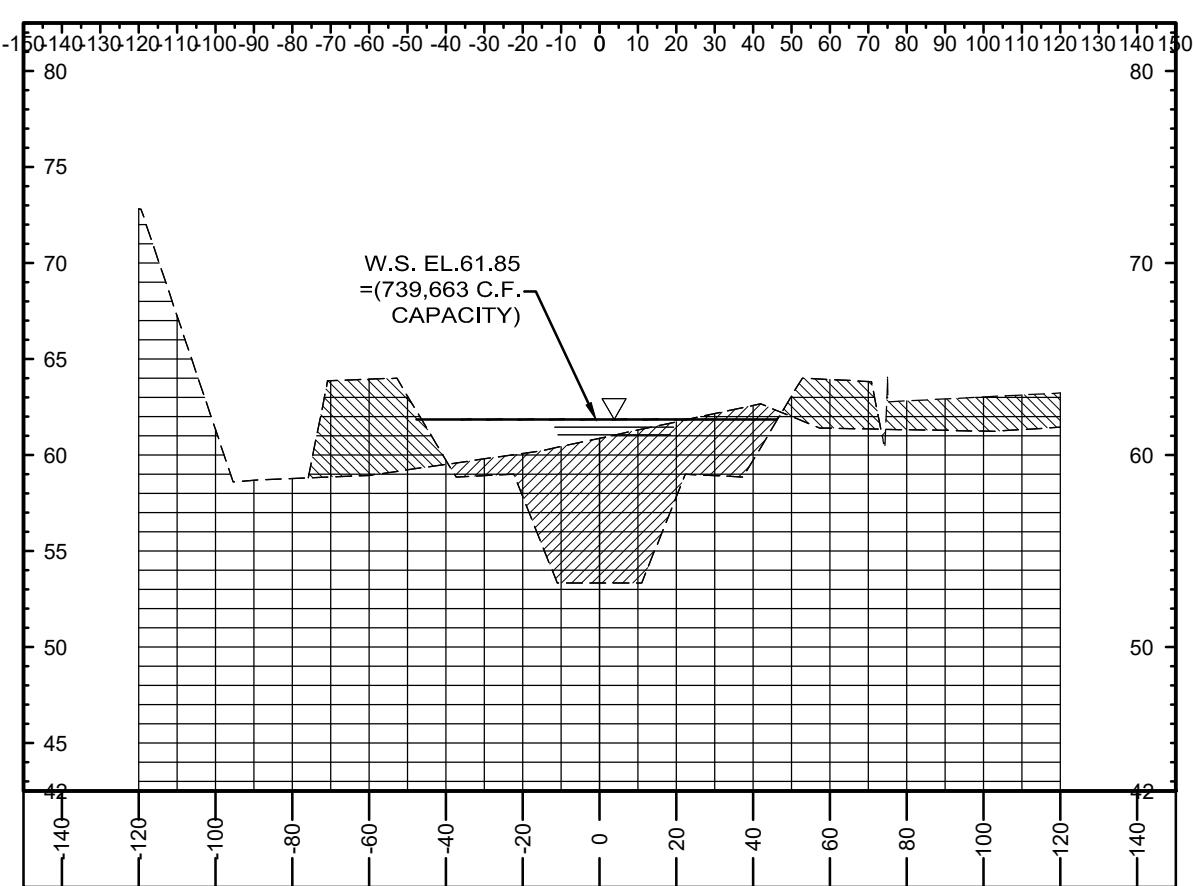
Total Volume at Station 1+00.00	
Cut Area	368.38
Fill Area	420.68
Cut Vol	171.61
Fill Vol	913.31
Cum Cut Vol	171.61
Cum Fill Vol	913.31
Net Vol	-741.40



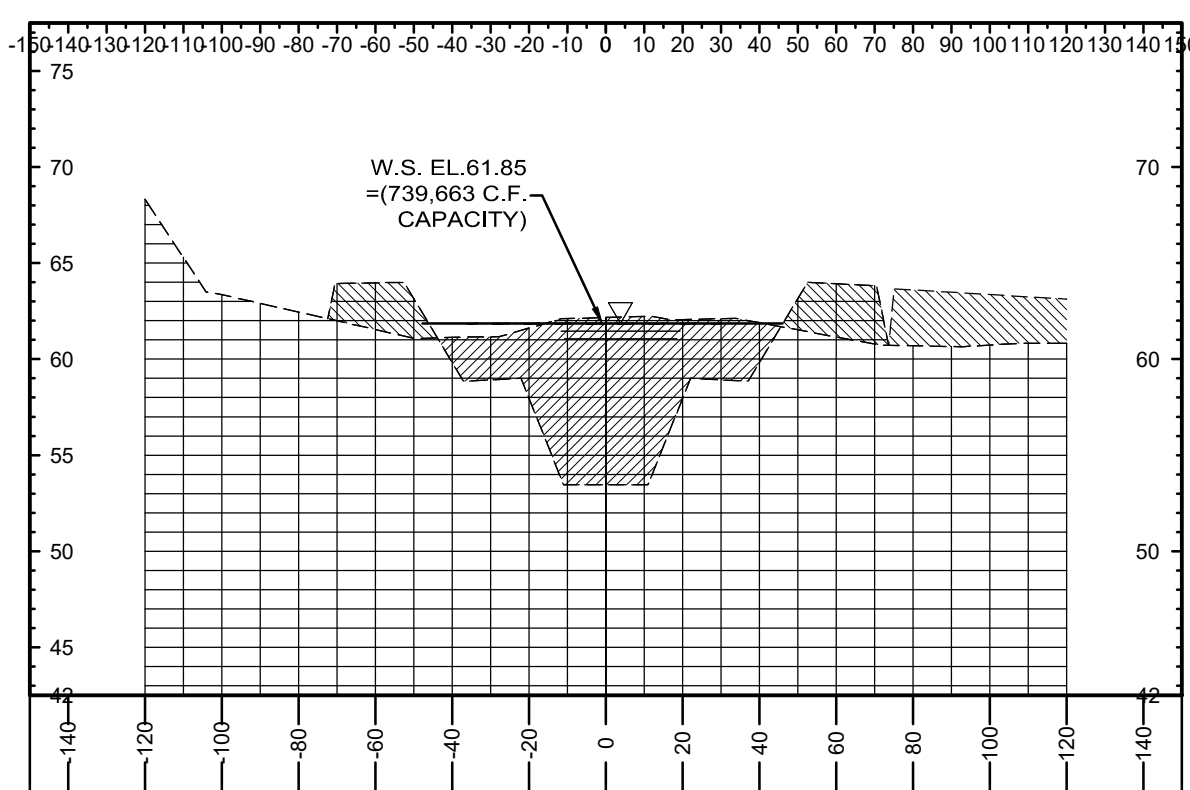
Total Volume at Station 2+35.00	
Cut Area	158.38
Fill Area	433.21
Cut Vol	300.52
Fill Vol	786.33
Curve Cut Vol	780.98
Comp Fill Vol	2484.26
Net Vol	-1743.31



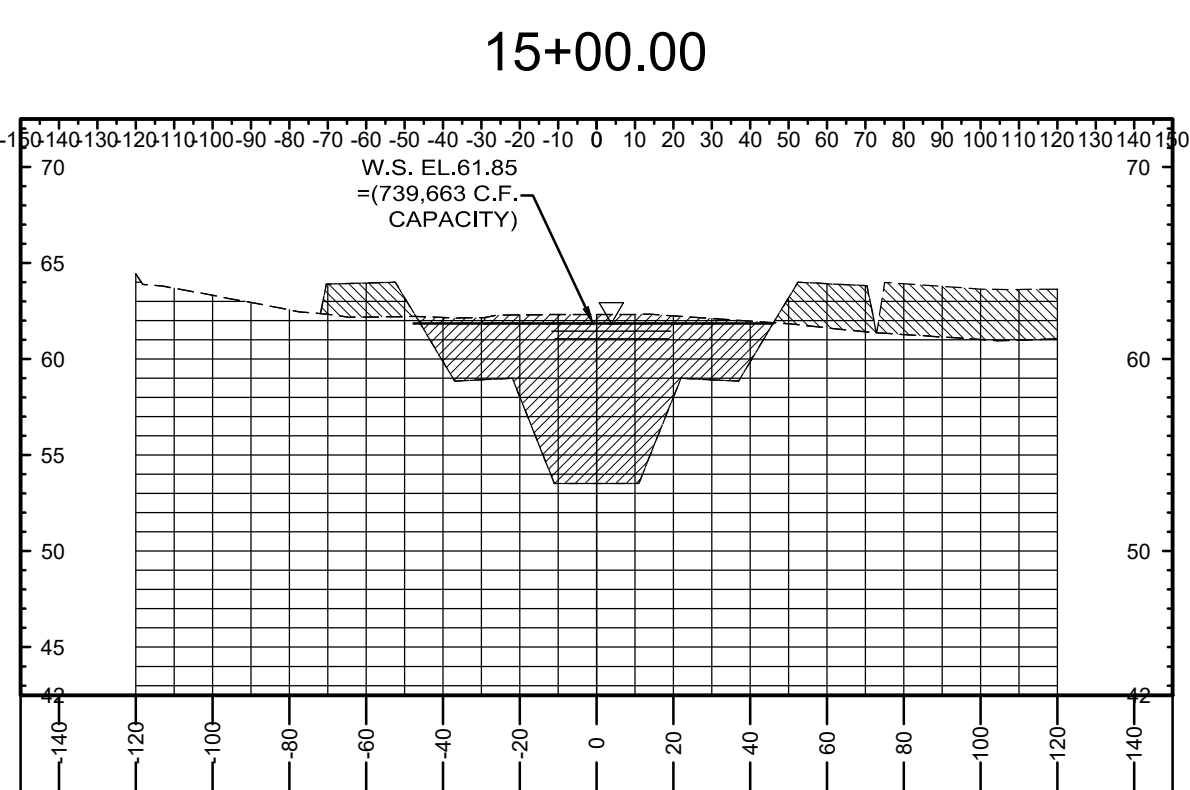
Total Volume at Station 2+50.00	
Cut Area	194.77
Fill Area	411.54
Out Vol	390.86
Fill Vol	767.21
Cum Out Vol	1799.61
Cum Fill Vol	4935.34
Net Vol	-3122.73



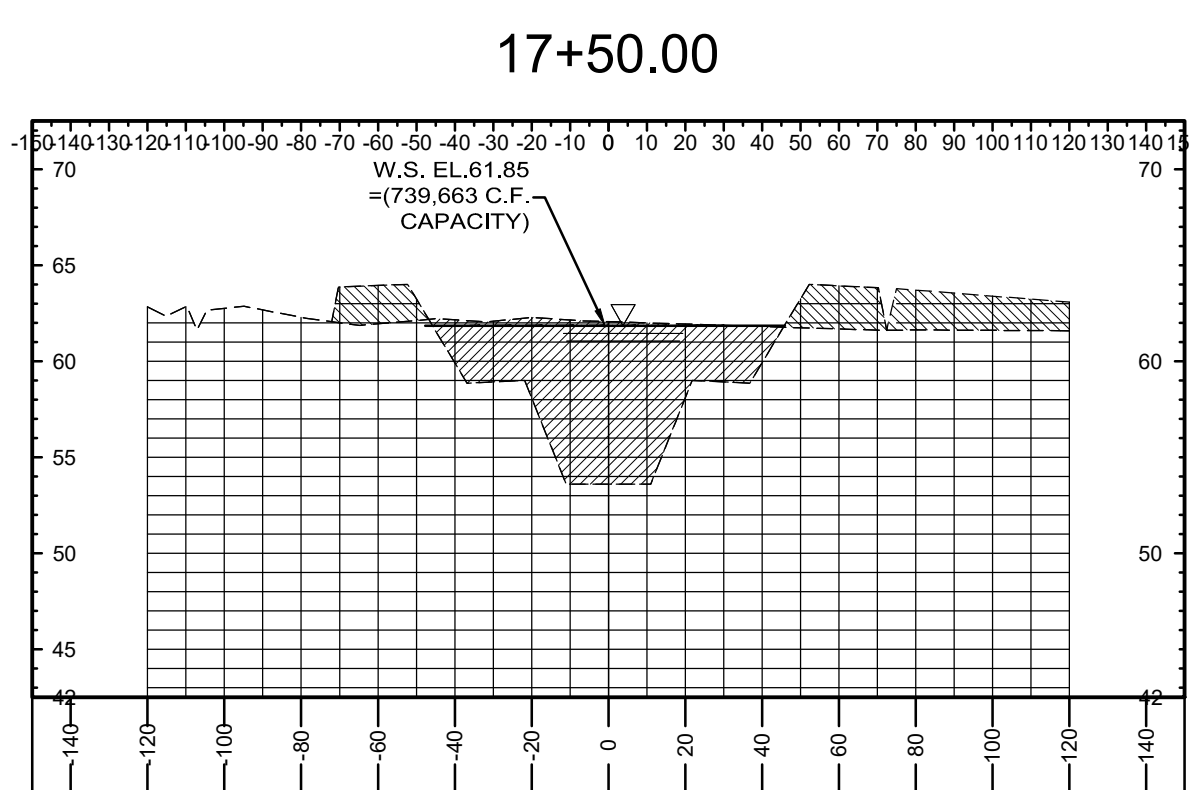
Total Volume of Station T=90.80	
Cut Area	366.37
Fill Area	265.17
Cut Vol	585.63
Fill Vol	441.83
Curs Cut Vol	4739.35
Curs Fill Vol	9085.24
Net Vol	-6343.98



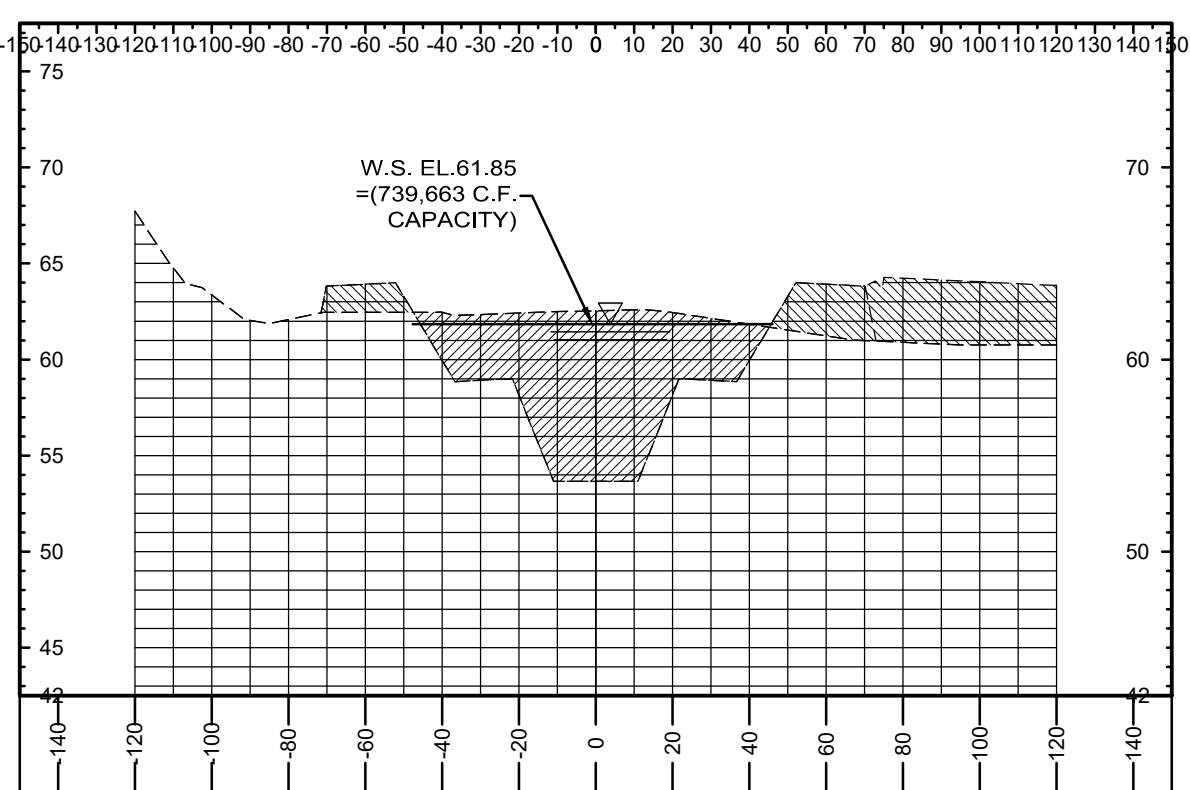
Total Volume at Station 12=90.80	
Cut Area	421.73
Fill Area	242.82
Cut Vol	796.85
Fill Vol	422.17
Current Cut Vol	12994.51
Current Fill Vol	14614.26
Net Vol	-1280.15



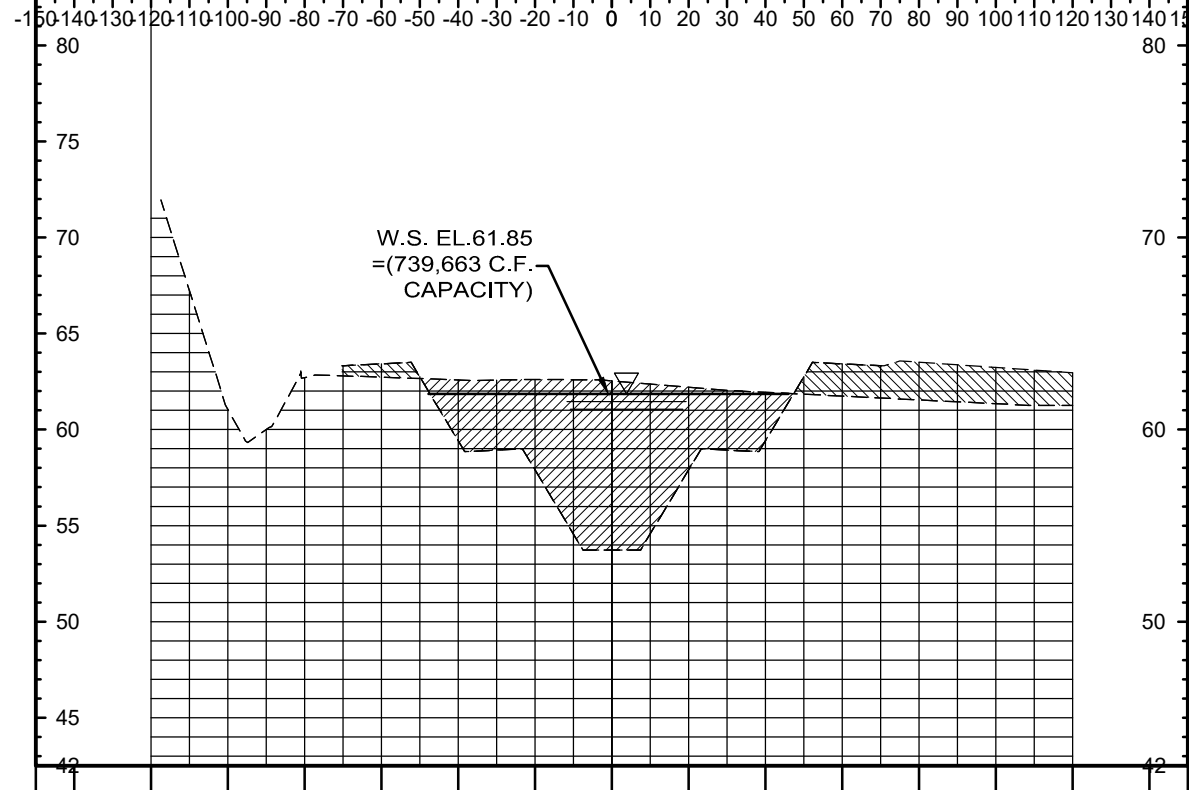
Cut Area	453.68
Fill Area	208.09
Cut Vol	838.15
Fill Vol	408.50
Curb Cut Vol	18937.13
Curb Fill Vol	18187.73
Net Vol	749.42



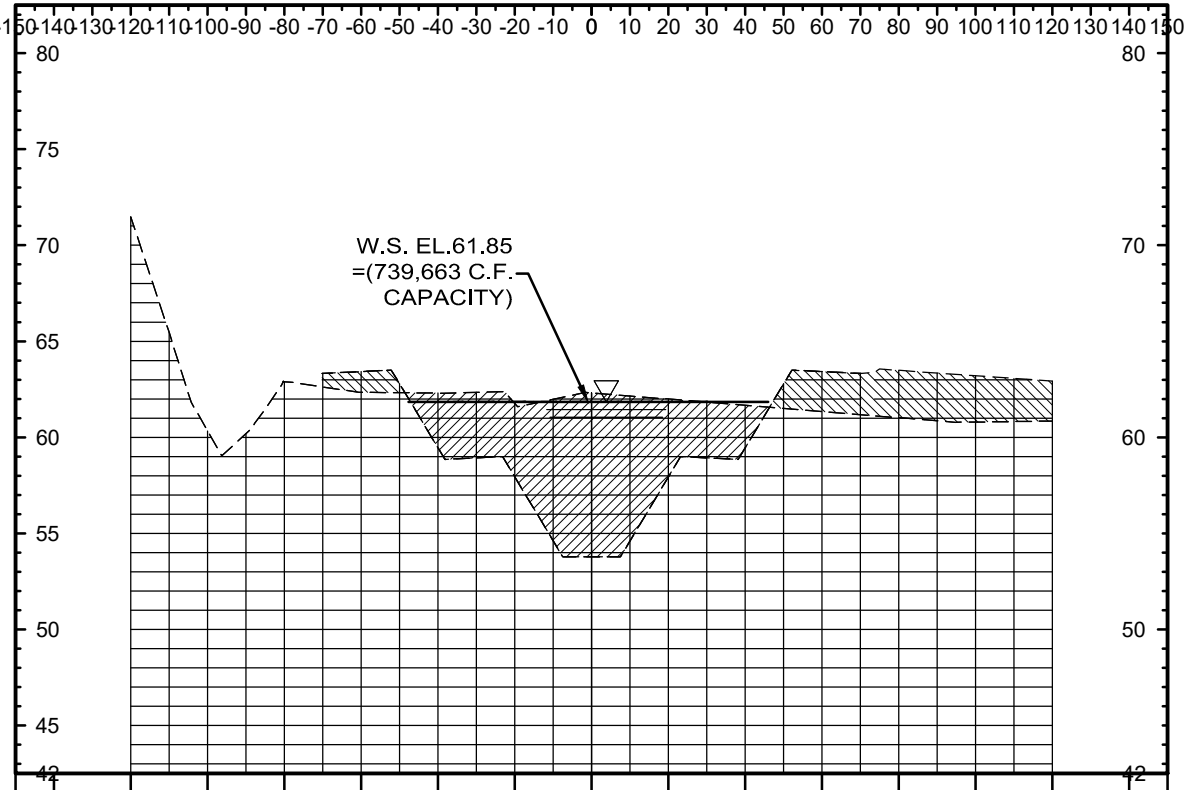
Total Volume at Station 17+50.00	
Cut Area	433.24
Fill Area	177.04
Cut Vol	808.71
Fill Vol	322.34
Cum Cut Vol	21863.06
Cum Fill Vol	17925.36
Net Vol	3259.71



Total Volume at Station 20+00.00	
Cut Area	459.43
Fill Area	249.55
Cut Vol	786.50
Fill Vol	455.17
Cum Cut Vol	24983.81
Cum Fill Vol	13890.60
Net Vol	5273.21



Total Volume at Station 25+00.00	
Cut Area	400.87
Fill Area	140.72
Out Vol	547.76
Fill Vol	205.75
Cum Out Vol	27503.79
Cum Fill vol	22308.97
Net Vol	5194.82



Total Volume at Station 25+00.00	
Cut Area	426.62
Fill Area	591.00
Cut Vol	721.52
Fill Vol	302.24
Clear Cut Vol	29829.80
Clear Fill Vol	23269.80
Net Vol	6560.01

December 2, 2024

Adrian Perez, Planning Director
City of Mercedes
400 S. Ohio
Mercedes, Texas 78570

RE: Los Prados Phase I (Updated) – Review Comments
A 8.834 acre tract of land out of Lot 16, Block 82, Capisallo District Subdivision, as recorded in Vol. P. Pg. 227, Deed Records Hidalgo County, Texas, Mercedes, Texas

Dear Mr. Perez,

The following comments for the above-referenced subdivision are provided for your consideration based on plans dated May 7, 2024:

Subdivision Plat Format Findings:

1. Subdivision Plat Signature Block/Plat Notes must include City standard language.
2. Provide frontage for all lots on a public/private street comply with minimum width standards for zoning.
3. Proposed street names require approval by Fire Marshal's office.
4. Eliminate islands on public streets at cul-de-sacs.
5. Access easements for any temporary cul-de-sacs require separate instrument dedication for being outside boundary of the subdivision.
6. Corner clips to be 15-ft. x 15-ft. at internal intersections.
7. Benchmark should reference Plat Note No. 5, Sht. 2.
8. Add note to indicate property zoning.
9. Add note indicating property owners are responsible for maintenance of common areas.
10. Provide request for voluntary annexation.
11. Provide discharge permit from Hidalgo County Drainage District #1.
12. Provide discharge permit from Hidalgo and Cameron County Irrigation District No. 9.
13. Provide Engineer's cost estimate for improvements prior to construction of subdivision.
14. See additional comments by Planning Department, if applicable.

Water Distribution System Findings:

15. Water service CCN is within North Alamo Water Supply Corporation boundary – Provide CCN buyout/release prior to subdivision approval and prior to installation of waterlines.
16. Provide Fire hydrant locations with spacing to be maximum 600-ft. residential or as deemed necessary by the Fire Marshal's office.
17. Single-Family Residential, water services to be 1-inch for single and 2-inch for double services.
18. Submit permit application (City, County and/or State) for all street crossings/use of right-of-ways.
19. All construction to meet City of Mercedes and TCEQ requirements and standards.

Sanitary Sewer Collection System:

20. Single-Family Residential, sewer services to be 4-inch, single service.
21. All sewer services to be in accordance with City of Mercedes updated standards.

22. Provide extension of sewer to limits of property with manhole adjacent to Lot 55, including stub-out north.
23. Confirm Manhole No. 9 does not require stub-out north for future phases.
24. Provide profiles showing crossings between sanitary sewer lines and water lines on final construction plans.
25. Provide trench safety details on final construction plans.
26. Submit permit application (City, County and/or State) for all street crossings/use of rights-of-way.
27. Provide calculations for maximum/peak sanitary sewer discharge of masterplan layout, including determination of adequacy of existing lift station infrastructure – upgrade may be required.
28. Submit reimbursement agreement prior to approval of plat, if applicable.
29. All construction to meet City of Mercedes and TCEQ requirements and standards.

Paving and Drainage Findings:

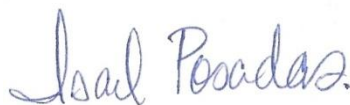
30. Drainage easement dedication required by separate instrument for storm sewer lines outside boundary of the subdivision.
31. Mile 9 North identified as Minor Arterial – requires minimum 52-ft. B-B pavement section.
32. Baseline Road (FM491) identified as a Principal arterial – Provide escrow funds necessary to widen to ½ of a 65-ft. B-B road, including curb & gutter and drainage (approximately 12-ft.).
33. Provide outfall plans with profiles on construction plans, including trench safety.
34. Provide 41-ft. minimum pavement section for (temporary) cul-de-sacs, (including access easement for temporary).
35. Provide 5-ft. sidewalk along perimeter of subdivision during *subdivision construction*, including ADA handicap ramps.
36. Provide signage plan for approval.
37. Provide lighting plan for approval.
38. Provide all required storm water discharge permits *prior to construction of subdivision*.
39. Discharge permit required with the City of Mercedes.
40. Provide Stormwater Pollution Prevention Plan (SW3P) details.
41. All construction to meet City of Mercedes requirements and standards.

General:

42. Provide Engineer's Cost Estimate for determination of the following fees:
 - a. 3% Inspection Fee
 - b. 3.5% Materials Testing Fee
 - c. Parkland Dedication Fee - \$500/dwelling
43. All Improvements must be installed within 1 year of approvals. Subdivision Application, Plan Reviews, and Fees are subject to re-submittal/re-assessment after this period.
44. Pro-Rata reimbursement may be required for existing utility infrastructure (Water, Sewer)

Please note that the plans are subject to additional review and comment by City staff. Should you have any questions, or require additional information, please do not hesitate to call me.

Sincerely,



Israel Posadas, P.E.
President

Management Items

DATE: November 18, 2025
FROM: Denisse Hernandez, Interim Planning Director
ITEM: **Discussion and possible action to** Approval of Water Access Agreement between City of Mercedes and North Alamo Water Supply Corporation for the provision of water services to the Mirasol Country Estates Subdivision.

BACKGROUND INFORMATION: The Mirasol Country Estates Subdivision is a proposed 59-lot single-family residential development located outside the City limits, on Mile 2 ½ East and north of the Expressway.

City staff, along with the City Attorney, met with the project engineer and developer to address questions regarding water service provisions and agreement terms. Following those discussions, the Interlocal Agreement between the City of Mercedes and North Alamo Water Supply Corporation has been finalized for the provision of water services to the subdivision.

As part of the agreement, an escrow account in the amount of \$4,000 will be maintained separately by the City. These funds are reserved to cover any potential future charges that may be assessed by North Alamo Water Supply Corporation to the City.

BOARD REVIEW/CITIZEN FEEDBACK:**ALTERNATIVES/OPTIONS:****FISCAL IMPACT:** (Total Costs)

Proposed Expenditure/(Revenue):
\$

Account Number(s):

Finance Review by: Not Applicable

LEGAL REVIEW: Has the City Attorney reviewed it, if necessary **Yes**

ATTACHMENTS:

1. WATER AGREEMENT

STAFF RECOMMENDATION: Staff recommends approval of the Interlocal Agreement between the City of Mercedes and North Alamo Water Supply Corporation for the provision of water services to the Mirasol Country Estates Subdivision.

STATE OF TEXAS

COUNTY OF HIDALGO

§
§
§
§
§

BETWEEN:

NORTH ALAMO WATER SUPPLY
CORPORATION AND CITY OF
MERCEDES

**WATERLINE ACCESS AGREEMENT
(with City)**

WHEREAS, North Alamo Water Supply Corporation ("NAWSC") has a water distribution system which was designed for potable water distribution to rural communities; and

WHEREAS, such system was not designated specifically with the intent of providing water for fire protection purposes; and

WHEREAS, the City of Mercedes ("City") through its own forces or through the forces of those subject to a contract to provide services, may provide fire protection services to its citizens, some of which fall within the area of the Certificate of Convenience and Necessity granted to NAWSC; and

WHEREAS, City, a governmental entity of the State of Texas, may provide fire protection services to its constituents; and

WHEREAS, Section 67.0105 of the Texas Water Code authorizes water supply corporations to contract with governmental entities like the City to supply water for use in fire suppression, and further provides that the act of supplying such water by water supply corporations such as NAWSC, is an essential governmental function. It also provides that the contract for supplying such water must be to the mutual benefit to the contracting parties; and

WHEREAS, pursuant to Section 67.0105, a corporation that provides a governmental entity with a water supply or equipment to carry out the governmental function as described herein may be liable for damages resulting therefrom only to the extent that the governmental entity would be liable if the governmental entity were performing the governmental function directly; and

WHEREAS, NAWSC and City are mindful of the benefits that can be received by the citizens of the City and the members of NAWSC with the availability of water for use in controlling fires and thereby for the protection of life and property; and

WHEREAS, Porvenir, LP ("Owner") is constructing a subdivision on the property described in **Exhibit "A"**, Mirasol Country Estates Subdivision (the "**Subdivision**") and the City requires fire protection for the Subdivision as part of the Subdivision process.

THEREFORE, in exchange for the recitals herein made, the consideration exchanged

and the goodwill generated, NAWSC and City agree as follows:

1. This agreement pertains only to those areas in the Subdivision which also are within the boundaries of the Certificate of Convenience and Necessity granted to NAWSC in HIDALGO County, Texas and only **with respect to those areas specifically listed in Exhibit "A"**. No other parts of NAWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.
2. City shall have access to NAWSC lines with no less than six inches (6") in diameter for the purpose of operating and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B" ("Fire Hydrants")**. Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting filling stations. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and sufficient. NAWSC shall gratuitously furnish to City's designated engineer, such waterline modeling information as it may have to the extent such information affects the lines and hydrants shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.
3. Except as otherwise provided in this paragraph, all City fire hydrants on NAWSC waterlines or any part of NAWSC's system, shall be used for the governmental purposes of fire-fighting filling stations and shall be painted black with a white bonnet (cap) so as to be designated that they may be available for that limited use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in NAWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrants subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrants the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant shall be painted black with a white bonnet (cap) until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or should a year expire without a hydrant being re-tested, City will immediately paint it black with a white bonnet (cap) and if City fails to so test and paint City's fire hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. By allowing a hydrant subject to this agreement to be painted any color other than black with a white bonnet (cap), NAWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.
4. The Fire Hydrants will be constructed by Owner and owned and maintained by City as set out in Exhibit "B." If concrete is used for additional stability, the hydrant weep holes should not be covered.

5. All water used from NAWSC system will be reported monthly to NAWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.
6. There may be an annual charge by NAWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.
7. Because NAWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, NAWSC reserves the right to install security devices on all hydrants at the cost of City. Sufficient special wrenches, or keys, will be provided to NAWSC by City at no cost to NAWSC. Should City fail to install the required security devices, NAWSC may install such devices as it deems appropriate at a cost to the City.
8. All Fire Hydrants maintenance, inspection and flushing will be done by City personnel, or those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to NAWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by NAWSC and if City fails to so maintain the Fire Hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. NAWSC may use the Fire Hydrants as temporary water sales point and as flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, NAWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. NAWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.
9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by NAWSC and under City's authority and responsibility, but only under NAWSC's inspection for defects in construction that may affect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of NAWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City, including a reasonable fee for the presence and administration of NAWSC's personnel.

10. CITY ACKNOWLEDGES AND AGREES THAT NAWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE A PERSON EMPLOYED BY OR OTHERWISE AUTHORIZED BY CITY TO USE, ACCESS, OR IN ANY WAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THEREIN OR ANY APPURTENANCES THERETO (THE "USER") BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE, AND THAT NAWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY UNDERSTANDS THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE NAWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD NAWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH RESULTS IN AN UNREASONABLE RISK TO THE USER. FURTHER, CITY UNDERSTANDS THAT NAWSC MAY CHANGE THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY THE NEW DANGER. CITY AGREES TO USE THE WATER AND SYSTEM AT ITS OWN RISK AND AS IT IS FOUND. NAWSC, WITHOUT ACCEPTING ANY DUTY, GRATUITOUSLY WILL ENDEAVOR TO NOTIFY CITY OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY SHOULD ITS MANAGER BECOME CONSCIOUSLY AWARE OF SUCH A CONDITION. NAWSC HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE SYSTEM INCLUDING, WITHOUT LIMITATION, THE PIPELINES, HYDRANTS, FLUSH VALVES, APPURTENANCES, WATER AND REAL PROPERTY, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY MAY ELECT TO CONDUCT OR THE EXISTENCE OF ANY HAZARD OR CONDITION; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE SYSTEM OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. CITY ACKNOWLEDGES BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE SYSTEM AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF NAWSC. CITY FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE SYSTEM WAS OBTAINED WITHOUT CONSIDERATION BEING GIVEN AND NAWSC (1) HAS NOT MADE ANY INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; (2) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCESS TO THE SYSTEM IS ALLOWED ON AN "AS IS", "WHERE IS", AND "WITH ALL FAULTS" BASIS, AND CITY EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THIS ACCESS, NAWSC MAKES NO WARRANTY OR REPRESENTATION,

EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

CITY AGREES BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT NAWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE SUBDIVISION, AS CITY MAKES USE OF THE SYSTEM "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS". CITY OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY, HEREBY FULLY RELEASES NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, IN CONSIDERATION FOR USING THE SYSTEM AND AS A MATERIAL INDUCEMENT TO NAWSC FOR ALLOWING SUCH USE, WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AS WELL AS ALL OTHER STATUTORY PROVISIONS WHICH MIGHT CREATE A CLAIM AGAINST NAWSC AS A RESULT OF THE USE OF NAWSC'S SYSTEM. ACCORDINGLY, CITY BY AND THROUGH THE BELOW SIGNING REPRESENTATIVES WHO HAVE BEEN GIVEN THE APPROPRIATE AUTHORITY BY THEIR GOVERNING BODIES STATE:

I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ, BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY NAWSC AT

ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF NAWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION, MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF NAWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE PROVISION OF WATER AND ACCESS TO NAWSC'S SYSTEM UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT NAWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY ALSO WAIVES ALL RIGHTS TO SUBROGATION AGAINST NAWSC.

11. This Agreement is intended to provide NAWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code §67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.
12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.
13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.
14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.
15. NAWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants on the Subdivision at a point to be chosen by NAWSC, and shall have access to the Subdivision and equipment constructed by Owner and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business operations, and upon discontinuance of service, NAWSC shall have the right to remove any of its equipment from the Subdivision. NAWSC may inspect its valves,

pipings, and appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by NAWSC (initially \$200.00), which may be increased based on future costs increases to provide this service. Where applicable, and upon notice, City shall have personnel present as necessary to assist in the inspection. NAWSC shall also have access to the Subdivision for purpose of inspecting for possible illegal connections, cross-connections, potential contamination hazards, and illegal lead materials, and City agrees to annual inspections of its own facilities for these conditions.

16. City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:
 - a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.
 - b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to NAWSC no later than 30 days after the inspection.
 - c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.
 - d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
 - e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
17. NAWSC may notify City, as applicable, of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. City shall immediately correct any undesirable practice on the Subdivision. City shall, at its expense, properly install, test and maintain any backflow prevention device required by NAWSC. Copies of all testing and maintenance records shall be provided to NAWSC. Failure to comply with the terms of this Agreement shall cause NAWSC to terminate services or to install, test, and maintain an appropriate backflow prevention device at the service connection at the sole expense of City. Any expenses associated with the enforcement of this Agreement shall be paid to NAWSC upon presentation to City, as applicable.

18. City agrees that the maximum amount of liability to City that may be incurred by NAWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by City to NAWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.
19. Any expenses associated with the enforcement of the Agreement shall be paid to NAWSC upon presentation to City, and in compliance with the Texas Prompt Payment Act.
20. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest in compliance with the Texas Prompt Payment Act.
21. In the event any litigation arises out of this Agreement between the parties hereto, the non-prevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or similar authority effective at the time of the execution of this Agreement.
22. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.
23. The Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

By signing and delivering this Agreement to the appropriate official of NAWSC, the City authorizes completion of this Agreement by filling in the Effective Date below.

IN WITNESS WHEREOF, EXECUTED by NAWSC and City, acting under the authority of their respective governing bodies in multiple originals effective as of the _____ day of _____, 20_____.

ATTEST:

THE CITY OF MERCEDES
400 S. Ohio
Mercedes, Texas 78570

By: _____,
Joselynn Castillo, City Secretary

By: _____,
Oscar D. Montoya, Sr., Mayor

APPROVED AS TO FORM:

By: _____,
Martie Garcia Vela, City Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Oscar D. Montoya, Sr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Mayor of the City of Mercedes, that he executed the same as the act of City of Mercedes for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____
_____ 20_____.

Notary Public in and for the State of Texas

NORTH ALAMO WATER SUPPLY
CORPORATION
420 S. Doolittle Road
Edinburg, Texas 78542
956-383-1618 (phone)
956-383-1372 (fax)

By: _____
Steven P. Sanchez, General Manager

APPROVED AS TO FORM:

By: _____
Richard W. Fryer,
Attorney for North Alamo
Water Supply Corporation

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steven P. Sanchez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of North Alamo Water Supply Corporation, that he executed the same as the act of North Alamo Water Supply Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____
_____, 20____.

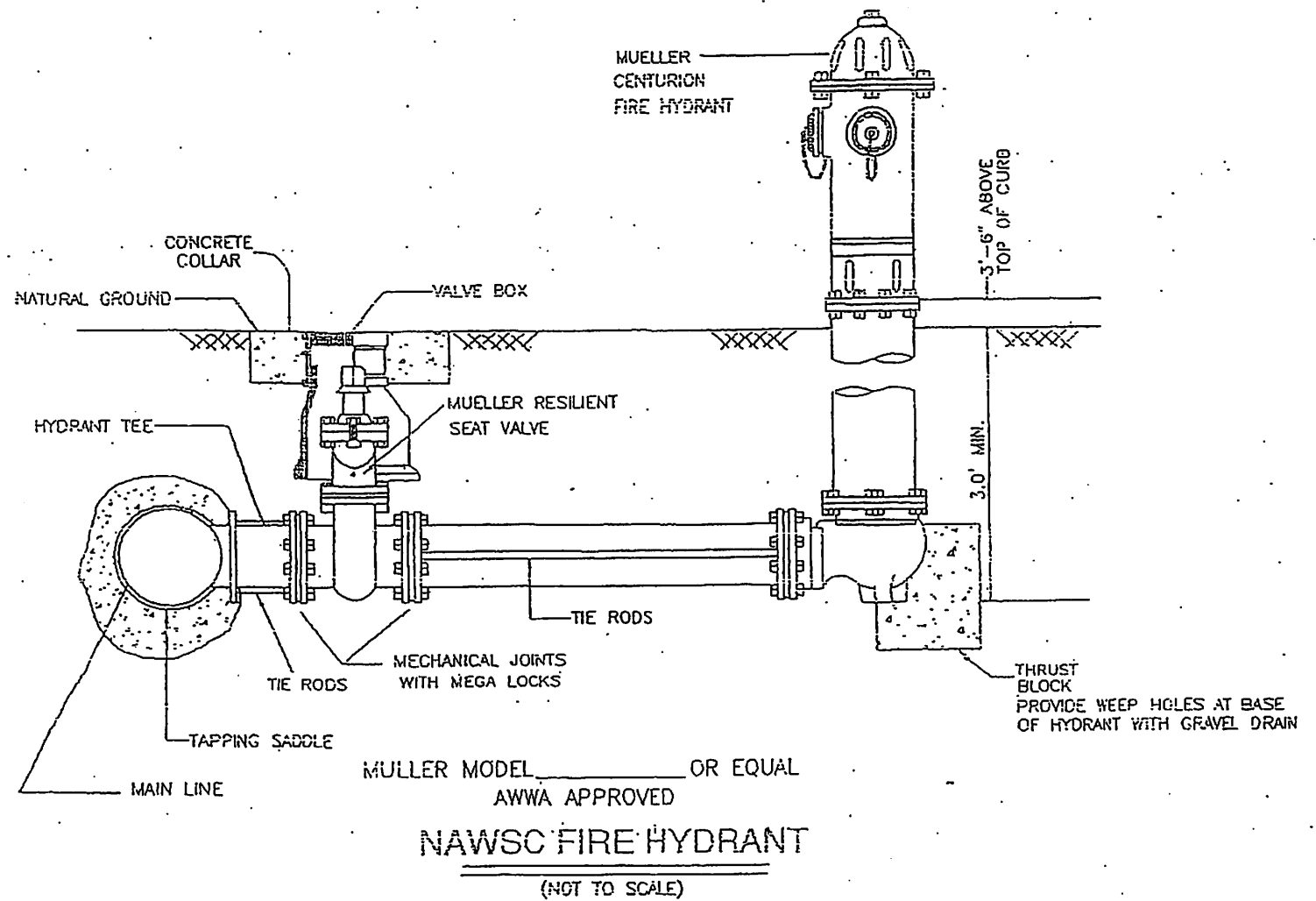
Notary Public in and for the State of Texas

EXHIBIT "A"

A 19.00 Acre Tract of Land out of Lot 10, Block 27, CAPISALLO DISTRICT SUBDIVISION, Hidalgo County, Texas, according to the Plat or Map thereof recorded in Volume "P", Pages 227-228, Deed Records of Hidalgo County, Texas and according to Warranty Deed recorded in Volume 962, Pages 71-76, Official Records of Hidalgo County, Texas.

EXHIBIT "B"
Fire Hydrant Installation

Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block including anchor rods. Care must be taken that the hydrant drain be kept clear when pouring concrete. Mainline Tees shall have mechanical joint, flanged fittings. Mega lugs shall also be used at all mechanical joint fittings.



THE AMERICAN LEGION
FAMILY



MERCEDES, TEXAS

Nov 10, 2025

RE: Request to be added to Commissioner Meeting Agenda

Mr. Albert Perez, City Manager:

I am writing to formally request to be added to the agenda for the next scheduled commission meeting. Please advise the date, time of the meeting, as well as any materials I am required to bring in advance.

The item I wish to present is the submission of an application for earmarked funds requested from the office of Congressman Vicente Gonzalez for a proposed new building by The American Legion, J A Garcia, Post 172 in Mercedes, Texas.

Thank you for considering my request. I look forward to your response.

My contact information is: 956-975-9397, or email, ranchand6768@sbcglobal.net

Respectfully,

A handwritten signature in blue ink, appearing to be 'Tony Sanchez', written over a horizontal line.

Tony Sanchez, Commander
The American Legion, J A Garcia, Post 172
321 S Ohio Ave
Mercedes, Texas



6TH ANNUAL VETERANS DAY GOLF TOURNAMENT



Friday, December 19, 2025

CO-HOST

\$6,000

Golf with 3 Teams of
Veterans

Logo on 120
Golf Balls

Logo customized
Ready Tee Holder

Hole Sponsor Sign
on all 18 holes

Logo on banner in
clubhouse

Logo on social
media video ads

Logo on
Printed Flyer

Featured in video for
golf tournament

MC at the
opening ceremony

Introduce sponsors
and guests

Introduce prayer
and colors

Speak to
players/guests
during lunch

Listed as Co-Host on
all media assets

Logo on website

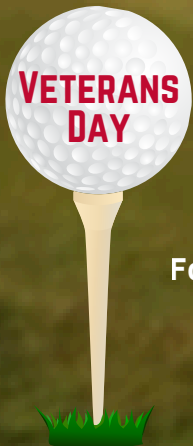
SPONSOR NAME: _____

DONATION LEVEL: _____

Please make all checks payable to Ready-Tee LLC

For Info Contact: Silver Trevino | 956-226-3629 | silver@ready-tee.com

www.ready-tee.com. fb: ReadyTeeGolf





Ready Tee Golf Presents

6TH ANNUAL VETERANS DAY GOLF TOURNAMENT

Co-Hosted by:



📍 FRIDAY, DECEMBER 19, 2025

📍 LLANO GRANDE GOLF COURSE
MERCEDES, TX

📍 3 MAN FLORIDA SCRAMBLE

📍 VETERANS: FREE

📍 PUBLIC: \$100

📍 OPTIONAL: \$20 SKINS, \$15 TIGER DRIVE/TEAM, 2 MULLIGANS/\$20

PRIZES

1st	\$900
2nd	\$600
3rd	\$300
Longest Drive	\$100
Closest to Pin	\$100

SCHEDULE

6:30am	Registration & Breakfast
8:00am	Shotgun Start
12:00 pm	Lunch and Prizes

Breakfast, lunch and drinks included

Register Now: 956-226-3629

Deadline: December 12

For more info email: silver@ready-tee.com

Easement Agreement for Underground Sanitary

Sewer Lift Station

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: _____, 2025

Grantor: Kirk & Linda Schwarz Family, Ltd., a Texas limited Partnership

Grantor's Mailing Address: 25063 N. Dilworth Rd., Harlingen, Texas 78552

Grantee: City of Mercedes

Grantee's Mailing Address: 400 S. Ohio Avenue, Mercedes, Texas 78570

Easement Property: See Exhibit A attached hereto

Easement Purpose: For the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of an underground sanitary sewer lift station and related facilities (collectively, the "Facilities").

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: See Section 3 set forth below.

Exceptions to Warranty: All restrictions, reservations, and easement of record applicable to the Easement Property.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. ***Character of Easement.*** The Easement and related rights granted by Grantor in this agreement to Grantee are a non-exclusive and irrevocable easement in gross for the benefit of Grantee as owner of the rights created by the Easement in gross (as applicable, the "Holder"). The Easement and related rights granted by Grantor in this agreement are binding on Grantor; on the Grantor's heirs, legal representatives, successors, and assigns; and on all future owners of the Easement Property. This Easement and other rights granted by Grantor in this agreement are independent of any lands or estates or interest in lands.

2. ***Duration of Easement.*** The duration of the Easements is perpetual, subject to the right of reverter set forth in Section 18 below.

3. ***Reservation of Rights.*** Holder's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.

4. ***Secondary Easement.*** Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement. Holder will be liable for any crop damages on the Adjacent Property.

5. ***Improvement and Maintenance of Easement Property.*** Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work.

6. ***Equitable Rights of Enforcement.*** This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by

this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Attorney's Fees.* If [either/any] party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

8. *Binding Effect.* This agreement binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Counterparts.* This agreement may be executed in multiple counterparts. All counterparts taken together constitute this agreement.

11. *Waiver of Default.* A default is not waived if the nondefaulting party fails to declare default immediately or delays in taking any action with respect to the default. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party. The obligations of the parties under this provision will survive termination of this agreement.

14. *Survival.* The obligations of the parties in this agreement that cannot be or were not performed before termination of this agreement survive termination of this agreement.

15. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of the other party or any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

16. *Legal Construction.* If any provision in this agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender,

and vice versa. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

17. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or email and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

18. *Special Conditions:*

A. If Grantee fails to construct the facilities on or before _____ months from the date hereof, or abandons the facilities at any time, then this Easement in gross shall automatically terminate.

B. Neither Grantor or Grantor's heirs, successors, or assigns who own part or all of Lot 4, Block 4, North Capisallo Subdivision, Hidalgo County, Texas, shall be required to reimburse Grantee for part or all of the Facilities cost, or pay Grantee any impact fees.

C. As additional consideration for the grant of the Easement, Grantee shall build an eight (8) foot concrete block wall two feet inside the perimeter of the Easement Property. The concrete block wall will be stuccoed. Outside the wall will be landscaped with appropriate vegetation (that does not require irrigation to maintain) to screen the Facilities from public view. Grantee shall at all time keep the wall maintained in good condition, free of graffiti, and the landscaped area properly trimmed with any dead plants replaced with living vegetation without undo delay so as to maintain an attractive exterior for the duration of this Easement.

Kirk & Linda Schwarz, Ltd., a Texas limited Partnership

By: K & L Schwarz Management, LLC, a Texas limited liability company, Its General Partner

By: _____
Name: _____
Its: _____

City of Mercedes

By: _____
Name: _____
Its: _____

**EXHIBIT A
TRACT A – 0.132 ACRES
BEING OUT OF LOT 4, BLOCK 42
NORTH CAPISALLO
VOLUME 'P', PAGE 225,
MAP RECORDS OF HIDALGO COUNTY, TEXAS
FIELD NOTES**

BEING A 0.132 ACRES TRACT OF LAND MORE OR LESS, SITUATED IN HIDALGO COUNTY, TEXAS, SAID 0.132 ACRES TRACT BEING OUT OF LOT 4, BLOCK 42, NORTH CAPISALLO, RECORDED IN VOLUME 'P', PAGE 42, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 0.132 ACRES TRACT BEING OUT OF A TRACT RECORDED UNDER DOCUMENT NUMBER 1916097, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS TO KIRK & LINDA SCHWARZ FAMILY, LTD., SAID 0.132 ACRES TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING ON A COTTON PICKER SPINDLE SET AT THE NORTHEAST CORNER OF THE SAID LOT 4, BLOCK 42, SAME BEING A POINT ON THE CENTERLINE OF MILE 8 N RIGHT-OF-WAY, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE **POINT OF BEGINNING**;

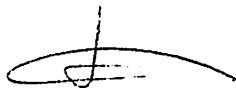
THENCE, S 01° 13' 35" E, ALONG THE EAST LINE OF THE SAID LOT 4, BLOCK 42, A DISTANCE OF 115.00 FEET TO A ½-INCH CAPPED IRON ROD SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 88° 46' 25" W, ACROSS THE SAID LOT 4, BLOCK 42, A DISTANCE OF 50.00 FEET TO A ½-INCH CAPPED IRON ROD SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 01° 13' 35" W ACROSS THE SAID LOT 4, BLOCK 42, TO A POINT ON THE NORTH LINE OF THE SAID LOT 4, BLOCK 42, SAME BEING A POINT ON THE CENTERLINE OF MILE 8 N RIGHT-OF-WAY, A DISTANCE OF 115.00 FEET TO A ½-INCH CAPPED IRON ROD SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 88° 46' 25" E, ALONG THE NORTH LINE OF THE SAID LOT 4, BLOCK 42, A DISTANCE OF 50.00 FEET TO THE **POINT AND PLACE OF BEGINNING**, SAID TRACT CONTAINING 0.132 ACRES OF LAND, MORE OR LESS, OUT OF WHICH THE NORTH 30.00 FEET (0.03 ACRES) LIES WITHIN THE EXISTING RIGHT-OF-WAY OF MILE 8 N ROAD.

I, IVAN GARCIA, CERTIFY THAT THE ABOVE FIELDNOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.



4/14/2025

IVAN GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM NO. 10194027
RIO DELTA ENGINEERING
921 S. 10TH AVENUE
EDINBURG, TEXAS 78539

DATE



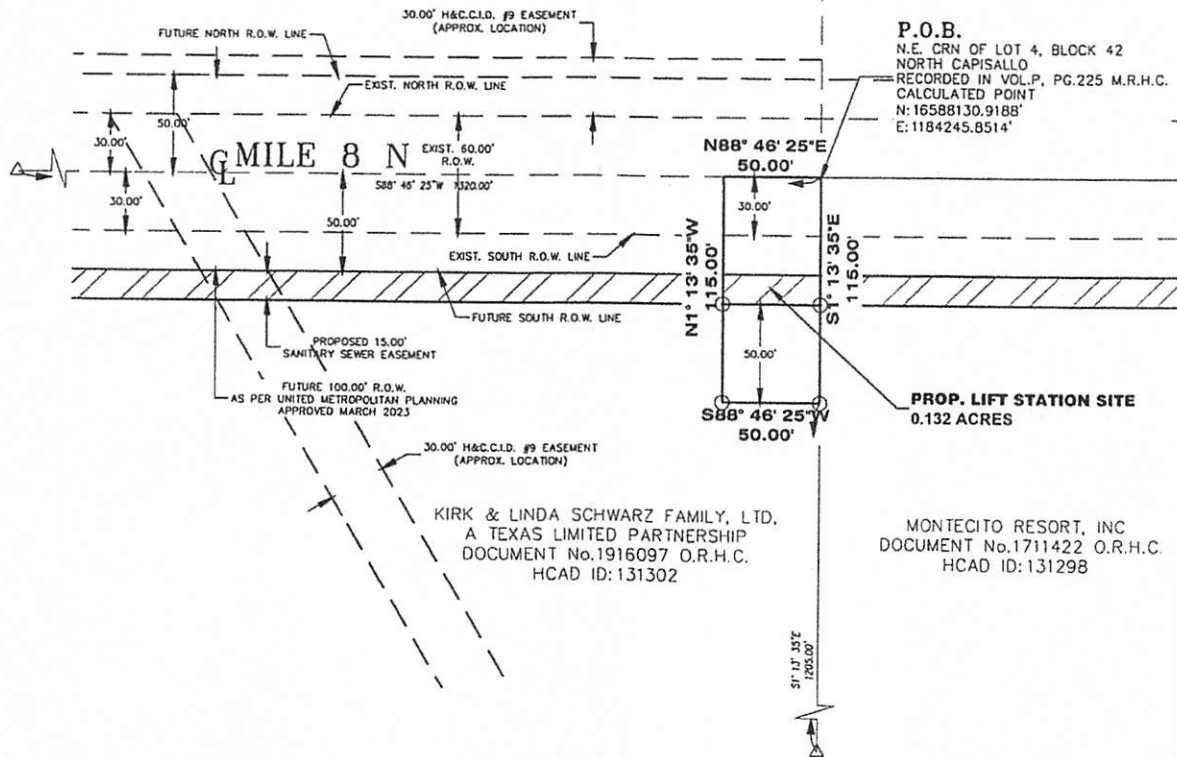
EXHIBIT B
TRACT A - 0.132 ACRES
OUT OF LOT 4, BLOCK 42
NORTH CAPISALLO
VOLUME 'P', PAGE 225
MAP RECORDS OF HIDALGO COUNTY, TEXAS
TO ACCOMPANY FIELD NOTES

SCALE: 1" = 60'
BEARING OF BASIS
TEXAS STATE PLANE
COORDINATES TEXAS SOUTH
ZONE (4205) (NAD 83)
ALLTERRA NETWORK

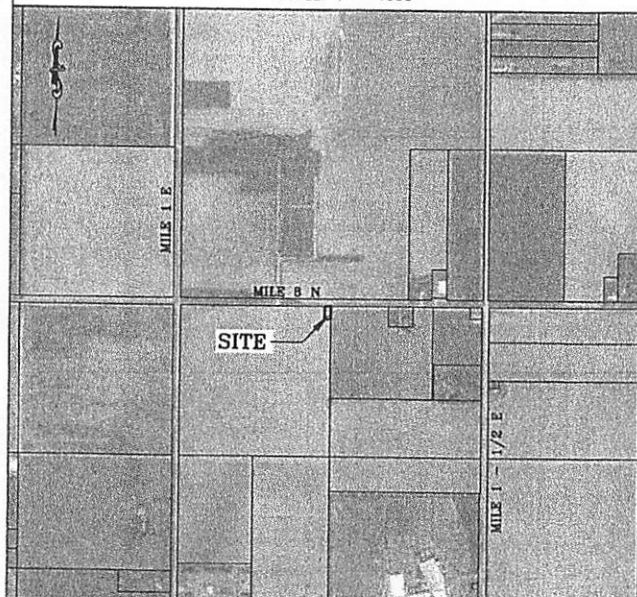
LEGEND	
○	1/2" IRON ROD SET
△	CALCULATED POINT
XXXX	MEASURED
(XXXX)	DEED CALL, (VOL. 1139, PG. 215, S.C.D.R.)

SANTA CRUZ PROPERTIES, LTD
DOCUMENT No. 3326339 O.R.H.C.
HCAD ID: 131352

SANTA CRUZ PROPERTIES, LTD
DOCUMENT No. 3326339 O.R.H.C.
HCAD ID: 131352



LOCATION MAP
SCALE: 1" = 1000'



SURVEYOR'S NOTES:

- 1.) SURVEY DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
- 2.) NO ADDITIONAL RESEARCH WAS PERFORMED BY RIO DELTA ENGINEERING FOR ANY ADDITIONAL EASEMENT(S) OR BUILDINGS LINES WHICH MAY OR MAY NOT AFFECT THE SUBJECT TRACT.
- 3.) THE PROPERTY SHOWN IS IN ZONE 'X' AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON FIRM MAP NO. 450334 D450C MAP REVISED: JUNE 6, 2000 REVISED TO REFLECT LOMR DATED: MAY 30, 2002

I, IVAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING APRIL, 2025 UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; THAT THE PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS".



4/14/2025

IVAN GARCIA DATE
REG. PROFESSIONAL LAND
SURVEYOR NO. 6496



DATE	APRIL, 2025
MEASURED	SUR 23.58
PAGE	2 OF 2

Easement Agreement for Underground

Sanitary Sewer Pipeline

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: _____, 2025

Grantor: Kirk & Linda Schwarz Family, Ltd., a Texas limited Partnership

Grantor's Mailing Address: 25063 N. Dilworth Rd., Harlingen, Texas 78552

Grantee: City of Mercedes

Grantee's Mailing Address: 400 S. Ohio Avenue, Mercedes, Texas 78570

Easement Property: See Exhibit A attached hereto

Easement Purpose: For the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of an underground sanitary sewer pipeline and related facilities (collectively, the "Facilities").

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: See Section 3 set forth below.

Exceptions to Warranty: All restrictions, reservations, and easement of record applicable to the Easement Property including Hidalgo County and in particular the existing Hidalgo County Irrigation District No. 9 right of way described on Exhibit B attached hereto.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement and related rights granted by Grantor in this agreement to Grantee are a non-exclusive and irrevocable easement in gross for the benefit of Grantee as owner of the rights created by the Easement in gross (as applicable, the "Holder"). The Easement and related rights granted by Grantor in this agreement are binding on Grantor; on the Grantor's heirs, legal representatives, successors, and assigns; and on all future owners of the Easement Property. This Easement and other rights granted by Grantor in this agreement are independent of any lands or estates or interest in lands.

2. *Duration of Easement.* The duration of the Easements is perpetual, subject to the right of reverter set forth in Section 18 below.

3. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.

4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement. Holder will be liable for any crop damages on the Adjacent Property.

5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work.

6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Attorney's Fees.* If [either/any] party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

8. *Binding Effect.* This agreement binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Counterparts.* This agreement may be executed in multiple counterparts. All counterparts taken together constitute this agreement.

11. *Waiver of Default.* A default is not waived if the nondefaulting party fails to declare default immediately or delays in taking any action with respect to the default. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party. The obligations of the parties under this provision will survive termination of this agreement.

14. *Survival.* The obligations of the parties in this agreement that cannot be or were not performed before termination of this agreement survive termination of this agreement.

15. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of the other party or any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

16. *Legal Construction.* If any provision in this agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

17. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or email and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

18. *Special Conditions:*

A. If Grantee fails to construct the facilities on or before _____ months from the date hereof, or abandons the facilities at any time, then this Easement in gross shall automatically terminate.

B. Grantee agrees to leave a "Stub Out" at every manhole for Grantor, and Grantor's heirs, successors, and assigns, that own part or all of Lot 4, Block 42, North Capisallo Subdivision, Hidalgo County, Texas to connect to free of charge.

C. Neither Grantor or Grantor's heirs, successors, or assigns who own part or all of Lot 4, Block 4, North Capisallo Subdivision, Hidalgo County, Texas, shall be required to reimburse Grantee for part or all of the Facilities cost, or pay Grantee any impact fees.

Kirk & Linda Schwarz Family, Ltd., a Texas limited Partnership

By: K & L Schwarz Management, LLC, a Texas limited liability company, Its General Partner

By: _____

Name: _____

Its: _____

City of Mercedes

By: _____

Name: _____

Its: _____

**EXHIBIT A
PARCEL 1 – 0.44 ACRES
OUT OF LOT 4, BLOCK 42
NORTH CAPISALLO
VOLUME 'P', PAGE 225, MAP RECORDS OF
HIDALGO COUNTY, TEXAS
FIELD NOTES**

BEING 0.44 ACRES TRACT OF LAND MORE OR LESS, SITUATED IN THE CITY OF MERCEDES, HIDALGO COUNTY, TEXAS, SAID 0.44 ACRES BEING OUT OF AND FORMING A PART OR PORTION OF LOT 4, BLOCK 42, NORTH CAPISALLO, RECORDED IN VOLUME 'P', PAGE 225, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 0.44 ACRES BEING OUT OF A CERTAIN TRACT CONVEYED TO KIRK & LINDA SCHWARZ FAMILY, LTD., RECORDED IN DOCUMENT NUMBER 1916097, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 0.44 ACRES TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING ON A NAIL SET AT THE NORTHEAST CORNER OF THE SAID LOT 4 OF BLOCK 42, SAME BEING A POINT ON THE EXISTING CENTERLINE OF MILE 8 N ROAD;

THENCE S 01° 13' 35" E ALONG THE EAST LINE OF THE SAID LOT 4 OF BLOCK 42, TO A POINT ON THE PROPOSED SOUTH RIGHT-OF-WAY LINE OF MILE 8 N ROAD, PASSING AT A DISTANCE OF 30.00 FEET THE EXISTING SOUTH RIGHT-OF-WAY LINE OF MILE 8 N ROAD, AND CONTINUING A TOTAL DISTANCE OF 50.00 FEET TO A CALCULATED POINT FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE POINT OF BEGINNING;

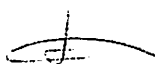
THENCE S 01° 13' 35" E CONTINUING ALONG THE EAST LINE OF THE SAID LOT 4 OF BLOCK 42, A DISTANCE OF 15.00 FEET TO A CALCULATED POINT FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 88° 46' 25" W ACROSS THE SAID LOT 4 OF BLOCK 42, TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF MILE 1 E ROAD, A DISTANCE OF 1290.00 FEET TO A CALCULATED POINT FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 01° 13' 35" W ACROSS THE SAID LOT 4 OF BLOCK 42, SAME BEING ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF MILE 1 E ROAD, TO A POINT ON THE PROPOSED SOUTH RIGHT-OF-WAY LINE OF MILE 8 N ROAD, A DISTANCE OF 15.00 FEET TO A CALCULATED POINT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 88° 46' 25" E ACROSS THE SAID LOT 4 OF BLOCK 42, SAME BEING ALONG THE PROPOSED SOUTH RIGHT-OF-WAY LINE OF MILE 8 N ROAD, A DISTANCE OF 1290.00 FEET TO THE POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 0.44 ACRES OF LAND, MORE OR LESS.

I, IVAN GARCIA, CERTIFY THAT THE ABOVE FIELD NOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.



IVAN GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM NO. 10194027
RIO DELTA ENGINEERING
921 S. 10TH AVENUE
EDINBURG, TEXAS 78539

4/14/2025

DATE



DATE: November 18, 2025
FROM: Meredith Hernandez, Interim Finance Director
ITEM: **Discussion and possible action to Adoption of Finance Policies regarding Write Off's, Payroll, and Cash Short and Over**

BACKGROUND INFORMATION:

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS: By implementing these policies, the department is better positioned to operate efficiently, maintain standards, and achieve its objectives.

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):
\$

Account Number(s):

Finance Review by: Yes

LEGAL REVIEW:

ATTACHMENTS:

1. LOCAL GOVERNMENT WRITE OFF POLICY 2025
2. PAYROLL POLICY 2025
3. Cash Short and Over Policy

STAFF RECOMMENDATION: Approval

PURPOSE: The purpose of this policy is to establish consistent guidelines for the recognition, approval, and documentation of uncollectible accounts related to municipal services, including Utility Billing and Emergency Medical Services (EMS). This policy ensures transparency, compliance with applicable laws, Texas Local Government Code, Texas Health and Safety Code, and other Texas State Laws in protection of the financial integrity of the City of Mercedes.

GENERAL OVERVIEW:

1.1. The Finance Department is responsible for maintaining accurate accounts receivable records for all city services.

1.2. Accounts deemed uncollectible after all reasonable collection efforts have been exhausted may be submitted for write-off.

1.3. A write-off does not forgive the debt; the municipality reserves the right to pursue collection if future opportunities arise.

COLLECTION EFFORTS:

Before any account is considered for write-off, the City must ensure that reasonable and lawful collection efforts have been exhausted and properly documented, in accordance with applicable Texas statutes. The following actions shall be attempted and recorded:

1. Issuance of Initial Billing and Delinquency Notices
 - In compliance with Texas Local Government Code § 102.007 and § 103.004, timely billing and notification of overdue balances must be provided.
2. Assessment of Penalties, Fees, or Interest
 - All charges applied must conform to City ordinances and be authorized under Texas Local Government Code § 101.022, which permits municipalities to assess fees for services and impose related penalties.
3. Reasonable Efforts to Contact the Debtor
 - Attempts to notify the customer through mail, phone, or email shall be documented to demonstrate due diligence in recovery efforts, consistent with best practices for municipal collections.
4. Referral to Internal or External Collections
 - Accounts may be referred to the City's internal collections process or to an external third-party collection agency in accordance with Texas Government Code § 2107.003, which authorizes the referral of debts to outside collectors.
5. Verification of Legal Status of Account

- Prior to write-off, the City must confirm that the account is not involved in bankruptcy proceedings (11 U.S.C. § 362 - federal bankruptcy stay), litigation, or subject to an active payment plan.

TYPE OF ACCOUNTS ELIGIBLE FOR WRITE-OFF:

Utility Billing (Water, Sewer, Garbage, or Other Municipal Utilities)

Accounts related to municipal utility services may be considered for write-off when all lawful and reasonable collection efforts have been exhausted, and the account meets one or more of the following criteria, consistent with applicable Texas statutes and best financial practices:

1. Final Bills Remaining Unpaid After Service Termination
 - Accounts with outstanding balances following the disconnection or termination of services, where all required billing and collection procedures have been completed in accordance with Texas Local Government Code § 103.004 (Accounting for Receipts and Disbursements) and the City's ordinances.
2. Deceased Account Holders with No Estate or Responsible Party
 - Accounts belonging to deceased individuals for whom no probate estate has been established and no legal representative or co-responsible party is identifiable, consistent with estate administration provisions under Texas Estates Code § 101.001(b).
3. Uncollectible Accounts Due to Lack of Forwarding Address or Feasibility
 - Accounts with no valid contact or forwarding address, and where further collection attempts would not be cost-effective, as supported by prudent fiscal management principles and internal controls under Texas Local Government Code § 113.902 (Uncollectible Items).
4. Low-Balance Accounts Under \$25
 - Accounts with outstanding balances of less than \$25, where the cost of further collection (internal or third-party) exceeds the debt amount, consistent with the City's fiduciary duty to manage public funds efficiently (Texas Constitution Article III, § 52(a) – prohibiting waste of public funds).
5. Accounts Deemed Uncollectible by a Collection Agency
 - Accounts that have been returned as uncollectible by a contracted collection agency or debt collector, following documented and reasonable efforts to recover the balance, in line with Texas Government Code § 2107.003 (Authorization for Third-Party Debt Collection).

EMERGENCY MEDICAL SERVICES (EMS) BILLING:

Emergency Medical Services (EMS) accounts may be designated as uncollectible and written off when collection efforts have been exhausted and the account meets one or more of the following conditions, in compliance with applicable Texas laws, federal healthcare regulations, and sound financial practices:

1. Insurance, Medicare, or Medicaid Denials with No Legal Patient Responsibility
 - Accounts denied in whole or in part by insurance providers, Medicare, or Medicaid, where applicable law or payer policy expressly prohibits billing the patient, shall be adjusted accordingly. This is consistent with federal healthcare guidelines (e.g., 42 U.S.C. § 1395cc(a) for Medicare and Medicaid provider agreements) and the Texas Administrative Code (1 TAC § 354.1131) regarding Medicaid third-party liability.
2. Accounts Deemed Uncollectible Due to Verified Indigence
 - Balances may be written off when the patient is determined to be indigent and unable to pay, supported by documented financial hardship per the City's indigency policy. This practice is consistent with the Texas Hospital Licensing Rules (25 TAC § 133.41(o)) which encourage providers to establish indigent care policies, and supports public fund stewardship under Texas Constitution Art. III, § 52(a).
3. Deceased Patients with No Estate or Responsible Party
 - Accounts associated with deceased individuals who leave no estate and for whom no legally responsible party can be identified may be written off, in accordance with Texas Estates Code § 101.001(b), which limits liability to the estate of the decedent.
4. Low-Balance Accounts Under \$50
 - Accounts with balances below \$50 may be considered for administrative write-off when the cost of continued collection efforts would exceed the balance owed. This aligns with fiscally responsible practices and the City's duty to manage public funds efficiently (Texas Local Government Code § 113.902 – Uncollectible Items; Texas Constitution Art. III, § 52(a)).
5. Returned as Uncollectible by Billing Vendor or Collection Agency
 - Accounts that have been referred to a contracted EMS billing vendor or collection agency and returned as uncollectible after documented efforts may be written off, as authorized under Texas Government Code § 2107.003 and applicable municipal agreements.
6. Contractual Adjustments Required by Payer Agreements (Medicare, Medicaid, Insurance)
 - Adjustments required under negotiated rates with third-party payers, including Medicare, Medicaid, and private insurance providers, shall be processed as contractual allowances. These adjustments are required under federal and state payer agreements, such as 42 CFR § 413.9(c)(3) (for Medicare) and 1 TAC § 354.1071 (for Texas Medicaid reimbursement).

APPROVAL OF WRITE-OFFS:

1. Submission of Write-Off Requests
 - Department heads shall submit formal write-off requests to the Finance Director, accompanied by complete supporting documentation that demonstrates compliance with applicable laws and internal procedures. This ensures proper accountability in accordance with Texas Local Government Code § 103.004, which mandates accurate accounting for municipal receipts and disbursements.
2. Approval Authority of the Finance Director
 - The Finance Director is authorized to approve individual account write-offs up to \$10,000, consistent with their fiduciary responsibility and the City's adopted financial policies. This delegation aligns with the administrative authority granted to municipal officers under Texas Local Government Code § 22.042(c) (General authority of municipal officers) and internal controls best practices.
3. City Commission Approval for Write-Offs Over \$10,000
 - Any proposed write-off exceeding \$10,000 requires review and formal approval by the City Commission, as the governing body retains oversight of significant financial decisions under Texas Local Government Code § 101.021, which vests municipalities with the authority to manage and safeguard public funds.
4. Annual Reporting and Audit Disclosure
 - All approved write-offs shall be compiled and reported to the City Commission on an annual basis and disclosed in the City's annual financial audit, in accordance with Texas Local Government Code § 103.001(b), which requires that municipal financial records be audited and reported publicly to ensure transparency and accountability to taxpayers.

EMS BILLING RULES AND COMPLIANCE REQUIREMENTS:

All EMS billing and collection practices must adhere to applicable federal and state regulations, including but not limited to:

1. Centers for Medicare & Medicaid Services (CMS) Regulations – Including billing rules under 42 U.S.C. § 1395 and 42 CFR Parts 410, 413, and 424, which govern ambulance service reimbursement.
2. Texas Administrative Code (1 TAC § 354.1071) – Governs Medicaid reimbursement and allowable adjustments in Texas.
3. Fair Debt Collection Practices Act (FDCPA, 15 U.S.C. § 1692 et seq.) – Ensures fair treatment of patients during debt collection, including third-party collections.
4. Texas Debt Collection Act (Texas Finance Code § 392.001 et seq.) – Applies to the fair and lawful collection of debts within Texas.

5. Health Insurance Portability and Accountability Act (HIPAA, 45 CFR § 164.500 et seq.) – Protects patient health information in all billing and recordkeeping activities.

EMS ACCOUNT ADJUSTMENTS:

EMS accounts may be adjusted under the following legally supported categories:

- Contractual Allowances – Mandated adjustments in compliance with agreements with Medicare, Medicaid, or private insurers, as required under 42 CFR § 413.9(c)(3) and 1 TAC § 354.1071.
- Charity or Hardship Write-Offs – Accounts may be written off when the patient meets documented indigency criteria, in alignment with 25 TAC § 133.41(o) and the City’s indigency policy, and consistent with public fund management under Texas Constitution Article III, § 52(a).
- Administrative Adjustments – Accounts with small balances, returned mail, or compliance-related discrepancies may be written off where collection is not feasible, in accordance with Texas Local Government Code § 113.902 (Uncollectible Items).

Authority to Re-Bill:

The City of Mercedes reserves the right to reinstate or re-bill any previously written-off EMS account under the following circumstances:

- A legally responsible party is later identified.
- The customer re-establishes residency or service within the City’s jurisdiction.
- The patient’s ability to pay is discovered through probate, legal judgment, or verified financial change (Texas Estates Code § 101.001(b)).
- The write-off occurred in error, or was based on incomplete or incorrect information.

Reinstated accounts will follow the same billing and collection procedures as current accounts and remain subject to all applicable laws and protections outlined above.

Recordkeeping and Audit Compliance:

Each EMS write-off request must include:

- Complete account information (patient name, date and type of service, and balance due).
- Documentation of collection efforts per Texas Government Code § 2107.003 and FDCPA standards.
- Clearly stated reason for the write-off.
- Required internal approval signatures.

All records related to EMS write-offs shall be retained in accordance with the City of Mercedes' records retention schedule, per Texas Local Government Code § 201.003 and the Texas State Library and Archives Commission (TSLAC) retention standards. Records must be made available for internal review and external audit, as required under Texas Local Government Code § 103.001(b).

Policy Review and Updates

This policy shall be reviewed by the Finance Department at least once every two (2) years and updated as necessary to ensure alignment with:

- The City of Mercedes Code of Ordinances.
- Applicable Texas state law, including but not limited to the Local Government Code, Health and Safety Code, Finance Code, and Estates Code.
- Evolving federal regulations affecting EMS billing, patient rights, and financial reporting.
- Best practices in public sector financial management and audit readiness.

Payroll – Policies, Procedures & Guidelines

PURPOSE

This policy defines the procedures and standards by which the City of Mercedes compensates employees, processes payroll, and administers deductions, ensuring compliance with all applicable federal and Texas laws and alignment with the City's fiduciary duties and objectives. The objective is to ensure timely, accurate, and lawful payment of wages, maintain proper records, and support internal controls.

Salaries, wages, other compensation, payroll taxes and associated benefits constitute a significant portion of the City's overall expenditures and are subject to regulations imposed by the federal government, the Texas state government, and other agencies. This policy governs the approval of, and payment for, job-related compensation to employees in exempt positions and non-exempt positions.

SCOPE

This policy applies to all full-time, part-time, temporary, and seasonal employees of the City of Mercedes (unless a separate contractual arrangement or collective bargaining agreement provides otherwise). Department heads and elected officials may be governed by separate compensation ordinance or resolution (see §141.001 et seq., Tex. Loc. Gov't Code).

LEGAL AUTHORITY & REFERENCES

- Texas Local Government Code § 141.001 et seq., Chapter 141 - Establishes rules governing compensation, deductions, and related matters for municipal officers and employees.
- Texas Local Government Code § 141.008 – Regulates voluntary payroll deductions for employee associations in municipalities with populations exceeding 10,000.
- Federal law: Fair Labor Standards Act (FLSA) – Establishes federal standards for minimum wage, overtime pay, and employee classification (exempt/non-exempt). Municipalities must comply with federal requirements even though Texas does not set a separate state minimum wage.
- Other Applicable Laws and Regulations includes federal payroll tax requirements, state retirement system provisions (e.g., Texas Government Code §855.402 concerning member contributions), and any other relevant federal or state mandates.
- Local Authority, ordinances, personnel policy manual, collective bargaining agreements (if any) shall also govern.

DEFINITIONS

- Employee – Any person on the payroll of the Municipality who receives wages for services rendered.
- Payroll period – The defined time span for which wages are calculated (e.g., bi-weekly, semi-monthly).
- Exempt employee – An employee not eligible for overtime under the FLSA or relevant state law, properly classified.
- Non-exempt employee – An employee eligible for overtime under FLSA.
- Deductions – Amounts withheld from an employee's wages including (but not limited to) taxes, retirement contributions, voluntary payroll deductions.
- Municipal officer – As defined in Chapter 141 of the Texas Local Government Code.
- Governing body – The City Council/Commission of the Municipality.

PAYROLL SCHEDULE

The City of Mercedes shall establish and maintain a structured system of authorized communication between the Payroll and Human Resources Department. This system is essential to ensure the accurate, timely, and efficient processing of employee compensation while maintaining compliance with federal, Texas, and municipal laws.

- Authorized Payments: Wages and salaries shall be paid only to City employees at approved rates of pay, as authorized by the City of Mercedes.
- Basis of Payment: Compensation shall be made in accordance with verified records of hours worked and services performed.
- Accuracy of Calculations: All payroll payments shall be calculated accurately and processed in compliance with applicable laws, regulations, and City policies.
- Deductions and Reporting: Payroll deductions shall be properly recorded and remitted to the appropriate agencies or third parties in a timely manner. All related payroll reports shall likewise be submitted promptly and accurately.
- Pay Schedule: The City of Mercedes shall maintain a consistent pay schedule (e.g., biweekly or semi-monthly) as established by policy.
- Payroll Calendar: The Finance/Payroll Department shall issue an annual payroll calendar specifying pay dates, time sheet submission deadlines, and processing cut-off dates.

PROCEDURES

A. Wages and Salaries

Controls will be established over standing payroll data to ensure that the payroll reflects the complete and authorized standing data.

1. Changes in Payroll Data

- a. All changes to standing payroll data will be authorized in writing per appropriate forms.

These changes include:

1. New hires
 2. Terminations
 3. Promotions and other changes in status
 4. Pay rate changes
 5. Voluntary payroll deductions
 6. Court-ordered payroll deductions

2. Authorization of Changes in Payroll Data

- a. All changes to payroll standing data will be authorized by the Human Resources Department.
 - b. New hires / terminations will be authorized in writing by the Department Head, and the Human Resources Department.
 - c. Voluntary deductions will be authorized by the individual employee and must be updated monthly or as needed by a Human Resources Department employee to reflect monthly billing by third parties.
 - d. Pay rate changes will be authorized in writing by the Department Head, and the Human Resources Department.
 - e. A copy of all Employee Action Notices for changes to standing payroll data will be retained in each employee's personnel file located in the Human Resources Department.

3. Comparison of Payroll Data to Personnel Files

- a. The Human Resources Department will periodically compare payroll data to the personnel files to ensure that all changes have been made accurately and timely and that only authorized changes have been made.
 - b. On a bi-weekly basis, the Human Resources Department will verify the accuracy of each employee's leave accruals and keep accurate data.

B. Timekeeping

Controls will be established over the transaction data (time records, output records) to ensure that disbursements of company funds represent valid payments for services actually performed.

The City of Mercedes Time Sheet serves as the official document used to authorize and support payroll expenditures, per Time Clock Plus.

1. Employee Time Keeping Locations

- a. The Department Director shall determine the official location(s) where their employees are required to clock in and out.

- b. Employees must clock in and out only at the designated location(s) approved by their Department Director.
- c. It is prohibited to clock in and out for any other employee and is subject to disciplinary action and or up to termination of employment.

2. Maintenance of Time Records

- a. For non-exempt employees, time sheet reflecting actual hours worked and approval by Department Head will be maintained. Non-exempt employees must record actual hours worked using the approved timekeeping system.
 - b. The employee must verify their recorded hours worked and approve their recorded time by signing off on their hours. For grant purposes, payroll expenditures are considered unsupported in the absence of a time sheet. The employee must confirm the time record is accurate and sign off, reflecting actual hours spent on a specific project. The time sheet must show exactly how many hours the employee worked on the grant-funded project.
 - c. Department heads/supervisors are responsible for verifying and approving the submitted time records by the designated deadline.
 - d. All overtime must be pre-approved according to departmental procedures.
 - e. Exempt employees shall record leave usage (vacation, sick, etc.) as required by personnel policy.
 - f. Employees are not authorized to sign another employee's time sheet.
- A properly approved time sheet will contain all of the following:

- Employee name
- Employee number
- Dates of the pay period
- Department
- Department Head name
- Hours worked
- The signatures of the employee and Department Head

Properly approved time sheets will be submitted by noon on the Monday of the payroll week. Time sheets submitted late will not be processed until the complete regular payroll processing has been completed. In this instance, issuance of the employee's paycheck by the scheduled pay date cannot be guaranteed and will be scheduled on the next scheduled payroll date.

If a payday falls on a holiday or weekend, actual payment may occur on the last business day preceding the holiday, provided the employee receives full compensation on that day.

3. Reconciliation of Payroll to Supporting Records

To ensure accuracy, completeness, and proper accounting of payroll, a reconciliation process shall be performed using employee time sheet and other supporting documentation. The reconciliation process shall include the following steps:

1. Pre-Payroll Verification of Hours

- Prior to preparing payroll, a batch total of hours from employee time sheet or electronic timekeeping records shall be calculated.
- This total shall be compared against preliminary payroll calculations to ensure that all reported hours are captured correctly and that no discrepancies exist between time records and payroll inputs.

2. Payroll Entry Verification

- After payroll information has been entered into the payroll system but prior to final posting, the Finance Director shall review and compare the original time sheet or supporting documentation against the payroll register.
- This review shall verify the accuracy of hours charged to specific funds or cost centers, as well as the proper calculation and recording of any leave, including vacation, sick leave, or other approved absences.
- Any discrepancies identified during this review shall be investigated and corrected prior to payroll posting.

3. Approval and Submission of Payroll Payments

- The Finance Director shall approve all ACH direct deposit payments for processing at the bank.
- Approval shall occur no later than 3:00 PM on the Wednesday preceding the scheduled payday, or by any earlier deadlines established by the bank to ensure timely deposit of employee wages.
- This step ensures that payroll disbursements are authorized, accurate, and processed in compliance with established timelines and internal controls.

This reconciliation process is designed to maintain accountability, accuracy, and compliance in all payroll transactions, safeguarding both employee compensation and municipal funds.

C. Payment to City Employees

Controls will be established to ensure that only City employees receive payroll payments.

1. Distribution of Payroll

- a. All Payroll hours will be paid via Direct Deposit and pay stubs will be emailed directly to the employee on the scheduled payday.
- b. Payroll stubs will be released only to the employee whose name appears on the stub.

- c. Payroll will not be processed via payroll check, unless approved and authorized by the Finance Director. Checks will not be mailed under any circumstances.
- d. Cash payments for payroll expenses are prohibited.
- e. Final pay upon separation: The City of Mercedes shall pay all wages earned through the last day of employment, including accrued compensatory or vacation time as per applicable laws.
- f. Overpayments: If an employee is overpaid, the City of Mercedes may recover the overpayment consistent with applicable laws.
- g. Underpayments: Employees should notify payroll immediately; corrections will be made as soon as administratively feasible.
- h. Retroactive pay increases or corrections must be approved by the appropriate authority and clearly documented.

E. Payroll Deductions

Controls will be established to ensure that payroll deductions, both compulsory and voluntary, are adequately identifiable in the general ledger and that the payments to third parties are timely and accurate.

1. Recording of Payroll Deductions

- a. Payroll deductions will be recorded in separate general ledger control accounts.
- b. Mandatory legal deductions – Federal income tax, Social Security (FICA), Medicare, state unemployment (if applicable), retirement system contributions as required by statute or plan.
- c. Voluntary deductions – Employee-authorized deductions may include health insurance premiums, retirement plan additional contributions, deferred compensation, charitable contributions.
- d. Deductions for garnishments, tax levies, child support, etc., will be processed in compliance with applicable federal and state law.

2. Independent Check of Payroll Deductions

- a. Payments of payroll deductions to third parties will be reconciled on a monthly basis with the related payrolls by the Accounting or other designee of the Finance Director who does not process payroll.

3. Review of Payroll Deductions and Payments to Third Parties

- a. Payments of payroll deductions to third parties and the related documentation will be reviewed by the Finance Director to ensure that payments are appropriate and made on a timely basis.

F. Records Retention & Record Keeping

Payroll records shall be retained in compliance with the City of Mercedes records retention schedule (which should comply with the Texas Local Government Code §§ 201–205 and other applicable statutes).

Records shall include: time sheets, payroll register, wage and deduction history, wage change authorizations, tax filings, retirement contributions, and supporting documentation for payroll deductions.

Access to payroll records shall be limited to authorized personnel; confidentiality of payroll data must be maintained consistent with applicable public information laws.

Employee payroll records shall remain confidential and accessible only to authorized personnel in payroll, human resources, the municipal treasurer/comptroller, and as otherwise required by law.

G. Payroll Taxes and Payroll-Related Liabilities

Federal payroll tax returns will be made on a timely basis, per IRS regulations, in order to avoid penalties. Filing and payment of Federal and State Unemployment Taxes will be made on a timely basis. Responsibility for timely filing and payment of payroll taxes shall be designated by the Finance Director.

1. Federal Payroll Taxes

- a. Federal 941 Payroll Tax Deposits shall be made no later than the Wednesday after each payday. These are payments of federal withholding taxes, plus FICA taxes owed.
- b. Federal 941 return shall be filed no later than 30 days from the end of each calendar quarter. This form summarizes payroll activity for the quarter, and reconciles Payroll Tax Deposits made to payment owed.

2. Year-end Reporting

- a. Federal W-2 forms shall be distributed to employees no later than January 31 of each year.
- b. Federal W-3 transmittal shall be filed no later than February 28 of each year. This return summarizes all W-2 wage activity for the organization.
- c. Federal 1099 forms shall be distributed to contractors no later than January 31 of each year. These forms are provided to contractors who have received payments exceeding the threshold established under Internal Revenue Code Section 6041A for services performed for the City during the calendar year.

- d. Federal 1096 transmittal shall be filed no later than February 28 of each year. This return summarizes all 1099 activity for the organization.

4. Other Payroll-Related Liabilities

Payments for other payroll-related liabilities, such as medical insurance and retirement contributions, shall be made on a timely basis and in accordance with applicable schedules.

On a bi-weekly basis, the Finance Department shall verify the accuracy of payroll postings to employee receivable accounts to ensure all transactions are correctly recorded.

POLICY REVIEW AND UPDATE

The City of Mercedes shall review and update all payroll policies and procedures at least annually to ensure they remain accurate, complete, and in compliance with applicable federal, Texas, and other state laws.

The Finance Department, in coordination with the Human Resources Department, is responsible for:

- Conducting a comprehensive review of all payroll-related policies and procedures.
- Identifying changes in federal or state regulations that may affect payroll administration.
- Updating policies to reflect legal requirements, best practices, and organizational needs.
- Documenting revisions and communicating changes to all employees as appropriate.

This process ensures that payroll operations are consistently compliant, transparent, and effectively administered.

Internal Cash Short and Over Policy

The purpose of this policy is to establish uniform procedures for the recording, monitoring, reconciliation, and accountability of cash receipts. This ensures municipal assets are safeguarded, financial reporting is accurate, and employees handling public funds are held responsible for shortages and overages, while ensuring compliance with governmental accounting standards.

This policy applies to all municipal departments and employees who receive, handle, deposit, or reconcile, deposit cash, checks, money orders, or credit card transactions on behalf of the City of Mercedes.

Policy Statement

Minor differences between cash collected and receipts may occasionally occur due to human error. However, all shortages and overages must be documented, reported, and addressed in accordance with this policy. Employees are accountable for cash in their custody and may be required to reimburse the municipality for shortages.

Procedures

1. Daily Reconciliation

- Each cashier or responsible employee shall reconcile cash receipts at the close of each business day.
- Actual cash on hand shall be compared to receipts as shown in the system or receipts log.
- Any variance must be documented on the Daily Cash Reconciliation Report.

2. Acceptable Tolerances

- Cash differences of **\$5.00 or less per cashier, per day** are considered minor and may be posted to the “Cash Short and Over” account.
- Repeated variances, even within this tolerance, will trigger review by the Finance Director.
- Frequent or recurring shortages/overages, regardless of amount, may result in corrective action up to and including termination of employment.

3. Recording and Reporting

- Variances are recorded in the “Cash Short and Over” general ledger account.
- Overages are treated as municipal revenue; shortages reduce revenue.
- All variances over **\$5.00** must be reported to the Department Head and Finance Department.
- Any single shortage or overage of **\$50.00 or more** must also be reported to the City Manager and Internal Auditor.

4. Employee Payback of Shortages

- Employees are responsible for funds entrusted to them.

- If a cash shortage exceeds \$5.00, the employee may be required to reimburse the municipality for the full amount of the shortage.
 - Payback must be made **within five (5) business days**, unless otherwise approved by the Finance Director.
 - Persistent or significant shortages may result in corrective action, including retraining, suspension of cash-handling duties, or disciplinary measures up to termination.
- 5. Overages**
- Employees are not entitled to claim overages.
 - All overages remain the property of the Municipality and must be deposited in the appropriate revenue account.
- 6. Investigations and Corrective Action**
- The Utility Supervisor may investigate any shortage or overage.
 - If negligence, misconduct, or fraud is suspected, the matter will be referred to the City Manager and/or law enforcement.
 - Employees may be subject to disciplinary action in accordance with municipal personnel policies, up to and including termination, particularly in cases of repeated variances or confirmed misconduct.
 - Repeated or unexplained discrepancies by any employee (more than 3 in a rolling 30-day period) will result in
 - Written warning or retraining
 - Escalation to Department Head or HR for review
 - Termination
- 7. Internal Controls**
- Segregation of duties must be maintained where feasible.
 - Surprise cash counts may be conducted by Finance or Internal Audit.
 - Department Heads are responsible for ensuring compliance with this policy.
- 8. Annual Review**
- The Finance Department shall review this policy annually and recommend revisions to the City Council, if needed.

This policy shall take effect on **November 19, 2025** and remain in force until amended or repealed by the governing body.

DATE: November 18, 2025
FROM: Javier Campos, Fire Chief
ITEM: **Discussion and possible action to Approval of Budget Amendment for Fire Department to move funds from Capital Outlay to Operations**

BACKGROUND INFORMATION: Consideration and approval of a budget amendment reallocating funds within the Fire Department budget, moving appropriations from Capital Outlay to Operations to support operational needs. The Fire Chief recommends approval as discussed in the supporting documentation.

BOARD REVIEW/CITIZEN FEEDBACK: NA

ALTERNATIVES/OPTIONS: NA

FISCAL IMPACT: (Total Costs)

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

Finance Review by: (Has finance reviewed it to make sure we have the funds Yes/No/Not Applicable)

LEGAL REVIEW: (Has the City Attorney reviewed it, if necessary Yes/No/ Not Applicable)

ATTACHMENTS:

1. BUDGET AMENDMENT 11-3-2025

STAFF RECOMMENDATION: Fire Department administration recommends approval.



CITY OF MERCEDES
BUDGET AMENDMENT



FUND: 1

(Finance Use Only)
BUDGET AMENDMENT#

DEPARTMENT: Fire

DATE POSTED:

Fund	G/L ACCT#	DESCRIPTION	Approved Budget	(Decrease)	Add	Amended Budget
01	01-524-4010	Capital	50,000.00	(23,000.00)		27,000.00
01	01-524-2521	SCBA Equipment Maint	6,000.00		3,000.00	9,000.00
01	01-524-3046	Bunker Gear	28,000.00		6,000.00	34,000.00
01	01-524-3041	Equipment Supplies	15,000.00		4,000.00	19,000.00
01	01-524-2525	Furniture Fixtures	3,000.00		5,500.00	8,500.00
01	01-524-3057	Public Education	2,500.00		4,500.00	7,000.00
						-
						-
						-
						-

Justification/Explanation for change:

Proposed capital items has increased in cost and priority purchases in line items has been identified. 27,000 will remain in capital

for the purchase of gear washer and water rescue suits/equipment.

 11/3/25

Dept Head Requesting change

Finance Dept

Approved: _____

City Manager

Mayor

[Handwritten signature]

Mercedes Fire Department EMS

Attn:

11/03/2025

Attached is a proposed budget amendment to adjust certain line items within the Fire Department Capital line item budget. The increase is necessary due to a higher than anticipated cost for tactical vests identified after the original budget was approved. Additionally, the amendment accounts for essential line item purchases deemed critical to department operations during this fiscal year that has been identified.

A total of \$27,000 will remain in the capital line item to fund the previously approved purchases of the Gear Washer and Water Rescue Equipment.

This amendment was discussed several weeks ago with the City Manager and has received prior approval.

Please let me know if you have any questions.



Javier Campos Jr,
Fire Chief

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

Management Items

DATE: November 18, 2025
FROM: Kristine Longoria, HR Specialist
ITEM: **Discussion and possible action to Approval of Adding a New Part-Time Position titled Field Operation Analyst**

BACKGROUND INFORMATION: Approval to add new part-time position for a Field Operation Analyst. Funding will be through job vacancies.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):
\$

Account Number(s):

Finance Review by:

LEGAL REVIEW:

ATTACHMENTS:

1. Field Operations Analyst

STAFF RECOMMENDATION: City of Mercedes recommends the approval of Part-time position.

Part-Time Field Operations Analyst

Job Summary

The Part-Time Field Operations Analyst is a highly visible and critical role responsible for actively patrolling the City of Mercedes, analyzing operational needs, and ensuring the timely and effective identification of essential municipal services. This individual serves as a vital link in ensuring residents and businesses needs are promptly identified, prioritized and routed to the appropriate department. The Analyst will utilize existing systems and their own observations of city limits when assessing customer needs, including timely and appropriate logging of new work orders for issues such as curb scraping, alley cleaning, pothole repairs, traffic sign replacement, water/wastewater leaks, illegal dumping, graffiti, weedy lots, grass clippings on streets, and unpermitted development. The work requires significant daily driving, independent judgment, proactive problem-solving, and collaboration across multiple city divisions.

Essential Duties and Responsibilities

- Proactively and systematically patrol designated city areas, including streets and alleys, to identify and document maintenance needs, safety hazards, and potential code violations.
- Create, input, and manage detailed work orders based on field observations and citizen reports.
- Analyze incoming work orders and reports to prioritize critical tasks based on safety, urgency, and departmental objectives.
- Conduct follow-up inspections to confirm the quality and completion of work orders by relevant departments (e.g., Streets, Strike Team).
- Assist in identifying and documenting top-priority problems related to code enforcement, including weedy lots, unpermitted construction, and other ordinance violations.
- Act as an auxiliary resource for key departments such as Strike Team, Parks, Utility, Streets, and Code Enforcement.
- Maintain accurate daily logs of activities, observations, and work order status. Provide regular reports and summaries to supervisors on recurring issues and operational trends.
- Identify and report areas within the city requiring attention, including drainage, signage, or infrastructure concerns.

Minimum Qualifications

- High school diploma or GED equivalent.
- Proven ability to work independently and manage time effectively with minimal supervision.
- Strong analytical skills with the ability to assess complex situations and determine appropriate action or prioritization.
- Excellent written and verbal communication skills for clear documentation and interdepartmental communication.

- Must possess a valid Texas Driver's License and maintain a satisfactory driving record as confirmed by a background check.

Physical and Work Requirements

- Must be able to operate a motor vehicle safely and proficiently for extended periods daily.
- Work is performed primarily outdoors in all weather conditions, requiring walking, standing, bending, and occasional lifting (up to 25 pounds).
- Must be comfortable navigating diverse terrain, including streets, alleys, and unpaved areas.

Job Evaluation Manual

This job description summarizes essential job functions and minimum job requirements for entry level work. The job description illustrates typical job duties and type of work that is customarily assigned and performed in this position. However, this job description does not represent every aspect of the job nor does it guarantee permanent employment, as all positions with the City of Mercedes are employment at will positions. Job descriptions are subject to periodic update. Immediate modifications may be made to include corrections on standard wages or salaries if necessary. The City reserves the right to change work assignments, work schedules and other aspects of a job. Official job descriptions are maintained and available from the Human Resources Department. The City of Mercedes is an Equal Employment Opportunity Employer.

DATE: November 18, 2025
FROM: Denisse Hernandez, Interim Planning Director
ITEM: **Discussion and possible action to First Reading of Ordinance 2025-32 amending Chapter 4 "Business Regulations" of the Code of Ordinances to add a new section, Article 4.14 entitled "Donation Boxes"**

BACKGROUND INFORMATION: Ordinance No. 2025-32 amends Chapter 4, "Business Regulations," of the City of Mercedes Code of Ordinances to add a new Article 4.14 entitled "Unattended Donation Boxes."

This ordinance establishes regulations for the placement, operation, permitting, and maintenance of unattended donation boxes within the City limits. It defines key terms, sets forth a permit application process, and establishes annual renewal requirements. Operators are required to obtain a permit from the Planning Department, submit site plans, pay applicable fees, and maintain liability insurance coverage.

The ordinance also includes detailed standards for donation box placement, limiting boxes to certain nonresidential locations, prohibiting placement in setbacks, easements, and public rights-of-way, and restricting the number of boxes per site. Maintenance standards require operators and property owners to keep donation boxes and surrounding areas clean, free of litter and debris, and to remove collected items at least twice per week.

The ordinance authorizes the City to revoke permits for violations, abate nuisances, and impose penalties for noncompliance. Violations constitute a Class C misdemeanor punishable by a fine not to exceed \$500 per offense.

Additionally, the ordinance incorporates state requirements under Texas Business and Commerce Code §17.922, mandating clear disclosure signage on for-profit donation receptacles to ensure transparency for the public.

Overall, the ordinance aims to promote accountability, protect public safety, and maintain community appearance by regulating the placement and operation of unattended donation boxes in Mercedes.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):
\$

Account Number(s):

Finance Review by: Not Applicable

LEGAL REVIEW:

ATTACHMENTS:

1. ORDINANCE NO-DONATION BOX

STAFF RECOMMENDATION: City staff recommends approval of this ordinance to regulate donation boxes and prevent future nuisance and enforcement issues within City limits.

ORDINANCE NO.: 2025-32

AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS, AMENDING CHAPTER 4 “BUSINESS REGULATIONS” OF THE CITY OF MERCEDES CODE OF ORDINANCES TO ADD A NEW SECTION, ARTICLE 4.14, ENTITLED “DONATION BOXES”; PROVIDING FOR DEFINITIONS, PERMITTING PROCEDURES, REGULATIONS, AND ENFORCEMENT RELATING TO THE PLACEMENT, OPERATION, AND MAINTENANCE OF UNATTENDED DONATION BOXES WITHIN THE CITY LIMITS; PROVIDING FOR PENALTIES FOR VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION AND PROPER NOTICE.

WHEREAS, the City of Mercedes, Texas (“City”), is a home-rule municipality organized and operating under the laws of the State of Texas and the City Charter; and

WHEREAS, the City Commission of the City of Mercedes, Texas, finds that unattended donation boxes have been placed throughout the community, often without authorization or adequate maintenance, leading to conditions of litter, blight, and public nuisance; and

WHEREAS, the City Commission finds it necessary to regulate the placement, operation, and maintenance of unattended donation boxes to protect the public health, safety, and welfare of residents; and

WHEREAS, the City of Mercedes seeks to ensure that donation boxes are placed in safe, lawful, and appropriate locations, and that their operation complies with applicable state and federal laws; and

WHEREAS, Texas Business and Commerce Code §17.922 requires certain disclosures for for-profit entities that operate public donation receptacles, and the City desires to ensure compliance with such requirements; and

WHEREAS, the City Commission finds that adopting regulations governing unattended donation boxes will promote transparency, reduce illegal dumping, and preserve the cleanliness and appearance of the community; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens of Mercedes to amend Chapter 4, “Business Regulations,” of the City Code of Ordinances to add a new Article 4.14 entitled “Unattended Donation Box”;

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

ARTICLE 4.13

DONATION BOXES

SECTION I. DEFINITIONS.

- A. Department means the department of planning.
- B. Director means the director of the department of planning or the director's representative.
- C. Operator means a person who maintains an unattended drop box to solicit collections of salvageable personal property.
- D. Property means a lot, plot, or parcel of land, including any structures on the land.
- E. Unattended Donation Box (UDB) means any unattended or unstaffed outdoor container, box, receptacle, or similar device or facility, designed with a door, slot, or other opening that is used for soliciting and collecting donations of textiles, clothing, shoes, books, toys, dishes, and other salvageable items of personal property to be used by the operator for distribution, resale, or recycling. This term does not include unattended boxes intended for the collection of mail or parcels conveyed by the united states postal service or private shipping companies. A drop box is considered "unattended" for purposes of this section if a person dropping any of the above-listed items may do so while there is no representative or employee of the operator present to receive the items.

SECTION II. APPLICATION.

- A. Applications for UDB permits must be made on a form provided by the department and must include the following information:
 - 1. The legal name, street address, mailing address, e-mail address, and telephone number of the operator and property owner who can be reached 24 hours a day, seven days a week, in the event of an emergency condition involving the UDB.
 - 2. A signed authorization from the property owner, property manager, or an authorized agent where the proposed unattended box is to be placed if the property owner is not the operator.
 - 3. A non-refundable application fee of \$250.
 - 4. A site plan showing:
 - a. location and dimensions of property boundaries;
 - b. location of all buildings located on the property;
 - c. proposed UDB location; and
 - d. distance between the proposed UDB and any structures located on adjacent properties.
 - 5. Elevations showing the appearance, graphics or designs, materials, and dimensions of the UDB.
 - 6. A description of the proposed locking mechanism for the UDB.
 - 7. A maintenance plan, including graffiti removal, weekly pick-up schedule, and litter and trash removal on and around the UDB, that is sufficient to prevent and eliminate blight- related conditions.
 - 8. Any other information regarding time, place, and manner of the UDB operation, placement, or maintenance that the director requires to evaluate the operator's application consistent with the requirements of this chapter.
 - 9. An applicant shall notify the director within 10 days after any change in the information provided to the director.

10. Each UDB must comply with all applicable state and federal laws, including, but not limited to, Section 17.922 of the Texas Business and Commerce Code.

SECTION II. PERMIT EXPIRATION AND RENEWALS.

- A. A permit for a UDB expires one year after the date of issuance.
- B. Renewal fee should be \$250 every year.
- C. A permit may be renewed by submitting the application to the Planning Department. An applicant shall apply for renewal at least 30 days before the expiration of the permit.

SECTION III. PERMIT ISSUANCE.

- A. The director shall issue a permit for a UDB, along with a permit decal, within 60 calendar days of receipt of a complete application, if the director determines that:
 1. The applicant has complied with all of the application requirements for issuance of the permit and the proposed UDB is in compliance with all of the regulations listed in section (I); and
 2. The applicant has not made a false statement as to a material matter in an application for a permit.
- B. The fee for issuing a replacement UDB permit decal for one that is lost, stolen, damaged, or destroyed is \$100.
- C. Each operator must at all time maintain commercial general liability insurance with coverage of not less than \$100,000
- D. Application denial.
 1. The director shall deny, within 60 calendar days of receipt of a complete application, an application if the director determines:
 - a. the operator has had a UDB permit revoked within the preceding 12-month period or the property owner has had a UDB permit revoked on the subject property within the preceding 12-month period;
 - b. the applicant, property owner, or operator intentionally made a false statement as to a material fact in the application for a UDB permit; or
 - c. the operation or location of the UDB would violate the regulations in this ordinance.
 2. If the director determines that an applicant's application should be denied, the director shall issue by personal service or mailed via United States certified mail and first class mail to the operator's last known address that the application is denied and include in the notice the reason for denial and a statement informing the applicant of the right of appeal.

SECTION IV. PERMIT REVOCATION.

- A. A permit issued under this section may be revoked by the director if the operator or property owner:
 1. has received one or more citations for a violation of this section within the preceding 12 months;
 2. intentionally made a false statement as to a material fact in the application for a

- UDB permit; or
3. has failed to notify the director of any material change of information in the permit application.
- B. Before revoking a permit, the director shall deliver written notice to the permit holder that the permit is being considered for revocation. The notice must include the reason for the proposed revocation, action the permit holder must take to prevent the revocation, and a statement that the registrant has 10 days after the notice is mailed to comply with the notice. Notice must be mailed via United States certified mail and first class mail to the operator's address that is on file.
- C. If, after 10 days from the date the notice is mailed, the permit holder has not complied with the notice, the director shall revoke the permit and deliver written notice of the revocation to the permit holder via United States certified mail and first class mail. The notice must include the reason for the revocation, and a statement informing the permit holder of the right of appeal.
- D. Appeals. If the director denies issuance or renewal of a permit or revokes a permit, this action is final unless the applicant or operator files an appeal with the permit and license appeal board in accordance with Section 2-96 of this code.
- E. Removal of UDB. The operator or property owner must remove the UDB no more than 10 days after the revocation or 10 days after the final resolution of the appeal hearing. Failure to timely remove a UDB in compliance with this subsection is a violation of this section.
- F. One-year waiting period. If a permit is revoked, no additional permit must be issued to that operator or property owner within one year after the revocation date.

SECTION V. UDB REGULATIONS.

- A. Violation. A person commits an offense if the person violates a provision of this section or places, maintains, or allows to be placed, or maintained, a UDB at any location without a valid permit issued in accordance with this section.
- B. Maximum number. Only one UDB is allowed at any building site
- C. Location.
1. UDBs are prohibited on a building site that has a residential use and the following areas:
 - a. Within required zoning and building line setbacks.
 - b. Visibility triangles as defined in Section 12.01.011(b)
 - c. Required parking areas.
 - d. Driveways.
 - e. Sidewalks.
 - f. Easements.
 - g. Fire lanes.
 - h. Floodplains.
 - i. City rights- of-way.
 - j. Vacant lots
 - k. City owned or controlled property.
 - l. Any location that will impede traffic; impair motor vehicle operation within a parking lot, driveway, street or alley; or block access to off-street parking spaces, access easements, fire lanes, fire hydrants, or dumpsters.
 2. UDBs may not be located within 1,500 feet of any other property where UDBs are

located.

3. UDBs may only be placed on concrete or asphalt surfaces.
- D. Permit decal display. Each permitted UDB must display a clearly visible decal on the outside of the UDB, adjacent to where goods are being placed in the box, that contains the following information:
1. UDB permit number.
 2. Dates the permit is valid.
 3. Permit issuance date.
 4. Location
 5. Company name
- E. Maximum dimensions. A UDB may not exceed 84 inches in height, 48 inches in depth, 48 inches in width, and a total volume of 112 cubic feet. This paragraph does not apply to UDBs placed prior to the effective date of this section.
- F. UDB construction material. Each UDB must be constructed of metal material.
- G. Operator name and contact information display. Each UDB must display the UDB operator's name and a current phone number at which the operator can be reached. The operator's name and phone number must be in reasonably visible font on one of the UDB's sides.
- H. Item removal. The operator and property owner must remove all items placed within the UDB at least two times per week.
- I. Operation and maintenance.
1. The operator and property owner are responsible for the maintenance, upkeep, and servicing of the UDB and cleanup and removal of any graffiti, items left outside of the UDB, and any other detractors.
 2. The city is authorized to abate any property in violation of this section that is deemed a public nuisance.
 3. The structural integrity of the UDB must be maintained at all times.
 4. The operator and property owner shall keep the property within 25 feet of the location of a UDB clean and free of trash, debris, broken glass, coat hangers, clothes, clothing accessories, or any other items.
 5. UDBs must have a collection opening with a tamper resistant locking mechanism.
 6. UDBs may not be electronically or hydraulically powered or otherwise mechanized.
 7. UDBs may not be a fixture to the site or considered an improvement to real property.
- J. Each Donation Box Shall Comply with all applicable state and federal laws, including but not limited to section 17.922 of the Texas Business and Commerce Code.

SECTION VI. CITY ABATEMENT OF DONATION BOX.

- A. If a landowner or operator fails to correct or remove a violation of this ordinance within ten (10) days after receiving written notice from the City, the City of Mercedes shall be authorized to enter the property and carry out the necessary abatement. The City may assess all expenses incurred, including administrative and overhead costs, against the responsible party. The City may further place a lien on the donation box or on any real property where the donation box was unlawfully placed to recover such expenses.

- B. If determined by the city that any violation is likely to have an immediate adverse effect upon public health or safety, then the city may order such violation to be summarily abated and lien for the city expenses related to the abatement shall be assessed.
- C. Any person, business, or entity that violates any provision of this ordinance shall be deemed guilty of a Class C misdemeanor and, upon conviction, shall be subject to a fine not exceeding five hundred dollars (\$500.00) for each offense. Each day that a violation continues shall constitute a separate offense.

SECTION VII. PUBLIC DONATION RECEPTACLES – REQUIRED DISCLOSURE.

- A. Pursuant to Texas Business and Commerce Code §17.922, any for-profit entity or individual that places or operates a public donation receptacle within the City of Mercedes for the purpose of collecting donated clothing or household goods, which will subsequently be sold for profit, must comply with the following disclosure requirements:
 - 1. A notice must be permanently and prominently displayed on the front and at least one side of the receptacle.
 - 2. The notice shall be in bold print, with letters at least two (2) inches in height and one (1) inch in width.
 - 3. The notice must include the business address (not a P.O. Box) and telephone number of the for-profit entity or individual responsible for the receptacle.
 - 4. The notice must contain the required disclosure statement in both English and Spanish as provided below.
- B. If none of the proceeds from the sale of donated items will be provided to a charitable organization, the notice shall read: “DONATIONS ARE NOT FOR CHARITABLE ORGANIZATIONS AND WILL BE SOLD FOR PROFIT.”
- C. If a portion of the proceeds from the sale of donated items will be provided to a charitable organization, the notice shall read: “DONATIONS ARE TO (NAME OF FOR-PROFIT ENTITY OR INDIVIDUAL) AND WILL BE SOLD FOR PROFIT. ____ PERCENT (INSERT PERCENTAGE) OF ALL PROCEEDS WILL BE DONATED TO (NAME OF CHARITABLE ORGANIZATION).”
- D. If the for-profit entity or individual pays a flat fee to a charitable organization that is not contingent upon the proceeds from the sale of donated items, the notice shall read: “THIS DONATION RECEPTACLE IS OPERATED BY (NAME OF FOR-PROFIT ENTITY OR INDIVIDUAL) ON BEHALF OF (NAME OF CHARITABLE ORGANIZATION). Donations are sold for profit by (NAME OF FOR-PROFIT ENTITY OR INDIVIDUAL) and a flat fee of (INSERT AMOUNT) is paid to (NAME OF CHARITABLE ORGANIZATION).”
- E. Failure to comply with this section constitutes a violation of City Ordinance and may result in revocation of placement authorization, removal of the receptacle, and enforcement action as provided under applicable City Code provisions.

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 18 DAY OF NOVEMBER,
IN THE YEAR OF OUR LORD, 2025.**

1st Reading: November 18, 2025

2nd Reading: December 2, 2025

CITY OF MERCEDES:

Oscar D. Montoya, Mayor

ATTEST:

APPROVED AS TO FORM:

Joselynn Castillo
City Secretary

Martie Garcia Vela
City Attorney

DATE: November 18, 2025
FROM: Denisse Hernandez, Interim Planning Director
ITEM: **Discussion and possible action to Tabled: Approval of First Reading of Ordinance 2025-33 amending Water Conservation and Drought Contingency Plan**

BACKGROUND INFORMATION:

The City of Mercedes has adopted a Water Conservation and Drought Contingency Plan (Ordinance No. 2020-08) to ensure responsible management of water resources during periods of drought or emergency. In reviewing the City's existing plan and related enforcement mechanisms, staff and legal counsel identified the need to strengthen compliance provisions, expand applicability to all water users (including private wells), and incorporate clear enforcement and penalty measures.

This amendment updates the City's Code of Ordinances to reflect these requirements and to align with Texas Commission on Environmental Quality (TCEQ) regulations regarding cross-connection prevention and potable water protection.

Ordinance Summary:

Ordinance No. 2025-33 formally amends Chapter 13, Article 10 of the Code of Ordinances to include the following key provisions:

1. Adoption & Applicability

- Reaffirms the City's adoption of the Water Conservation and Drought Contingency Plan on file with the City Secretary.
- Establishes that all residents, businesses, institutions, and property owners — including those with private water wells — are subject to the same water conservation measures and restrictions during drought or emergency conditions.

2. Enforcement & Penalties

- Provides the City authority to enforce the Plan's mandatory water use restrictions.
- Violations of mandatory restrictions constitute a **Class C misdemeanor**,

punishable by fines up to **\$500 per day, per violation.**

3. Water Well Regulations

- **Registration:** All existing private water wells within City limits must be registered with the Planning Department, with a one-time registration and an **annual renewal fee of \$50.**
- **Water Quality Testing:** Annual bacteriological testing is required, with results submitted by **December 31 each year.**
- **Compliance Enforcement:** Failure to submit required testing may result in a **\$500 fine per year of noncompliance.**
- **Use Restrictions:** Private wells may not serve as the **primary potable water source** for any property connected to the City's public water system. Wells may be used **only for irrigation or non-potable purposes.**
- Requires **physical separation and backflow prevention** consistent with **TCEQ Chapter 290 and Chapter 344** to prevent cross-contamination.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):

Account Number(s):

\$

Finance Review by: Not Applicable

LEGAL REVIEW: Has the City Attorney reviewed it, if necessary Yes

ATTACHMENTS:

1. ORDINANCE NO-WATER WELL REVISED

STAFF RECOMMENDATION: Approval of Ordinance No. 2025-33 on first reading to ensure full compliance with State water protection standards, establish equitable conservation participation across all water users, and strengthen local enforcement authority.

ORDINANCE NO.: 2025-33

AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS, AMENDING ORDINANCE NO. 2020-08, CHAPTER 13, ARTICLE 10 OF THE 2022 CODE OF ORDINANCES, TITLED “WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN”; PROVIDING FOR THE ADOPTION AND ENFORCEMENT OF THE CITY’S WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN; ESTABLISHING THAT SUCH REQUIREMENTS APPLY TO ALL RESIDENTS, BUSINESSES, INSTITUTIONS, AND PROPERTY OWNERS, INCLUDING THOSE UTILIZING PRIVATE WATER WELLS; PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Mercedes, Texas (“City”), recognizes the importance of protecting its water supply and ensuring that all residents, businesses, institutions, and property owners, including those utilizing private water wells, contribute equitably to conservation efforts during times of drought or emergency; and

WHEREAS, the City previously adopted Ordinance No. 2020-08, Chapter 23, Article 10 of the 2022 Code of Ordinances, establishing the City’s Water Conservation and Drought Contingency Plan; and

WHEREAS, the City now finds it necessary to amend said ordinance to provide clear enforcement authority, penalties for violations, and ensure citywide compliance with water use restrictions; and

WHEREAS, the City Commission of the City of Mercedes, Texas, has determined that such amendments are in the best interest of public health, safety, and welfare, and are necessary to preserve and protect the City’s water resources;

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

ARTICLE 13.10

WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN

SECTION I. ADOPTION.

Ordinances adopting water conservation and drought contingency plans are on file in the city secretary’s office. Such ordinances are specifically saved from repeal upon adoption of the Code of Ordinances.

(Ordinance adopting 2022 Code)

SECTION II. ENFORCEMENT OF WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN.

- A. This ordinance shall apply to all residents, businesses, institutions, and property owners within the City of Mercedes, including those utilizing private water wells, in order to ensure equitable participation in water conservation measures during drought or emergency conditions.
- B. Any person, firm, corporation, or entity violating any provision of the mandatory water use restrictions formally initiated by the City and contained in the City's Water Conservation and Drought Contingency Plan, as adopted herein, shall, upon conviction in the Municipal Court, be deemed guilty of a Class C misdemeanor and punished by a fine not to exceed five hundred dollars (\$500.00) for each offense. Each day of noncompliance shall constitute a separate and distinct offense.

SECTION III. WATER WELL REGULATIONS.

- A. All existing private water wells within the city limits shall be registered with the City of Mercedes Planning Department. A one-time registration shall be required, and an annual registration renewal fee of fifty dollars (\$50.00) shall be paid each year thereafter.
- B. Owners of existing private water wells shall submit an annual bacteriological water quality test to the Planning Department.
 - 1. The testing shall be conducted at the property owner's expense by a laboratory or tester registered with the City of Mercedes.
 - 2. Test results must be submitted to the Planning Department no later than December 31st of each calendar year.
- C. Failure to submit the required annual bacteria testing report shall constitute a Class C misdemeanor, punishable by a fine of five hundred dollars (\$500.00). Each year of noncompliance shall be considered a separate offense.
- D. All individuals or entities performing water well testing within the city limits must register with the City of Mercedes and maintain current registration status before performing any sampling or testing for compliance with this section.
- E. No private water well shall be used as the primary potable source of water for a residence or structure connected to the public water system. Such wells may be used exclusively for irrigation or non-potable purposes, provided that they are physically separated from the potable water system to prevent cross-connection or backflow. In accordance with 30 TAC Chapter 290 and Chapter 344, any connection of a private well to a potable water supply or system that may create a cross-connection is prohibited.

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 18 DAY OF NOVEMBER,
IN THE YEAR OF OUR LORD, 2025.**

1st Reading: November 4, 2025

2nd Reading: December 2, 2025

CITY OF MERCEDES:

Oscar D. Montoya, Mayor

ATTEST:

Joselynn Castillo
City Secretary

APPROVED AS TO FORM:

Martie Garcia Vela
City Attorney

ORDINANCE 2025-36

AN ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF MERCEDES, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025”; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND FURTHER SECURING SAID CERTIFICATES BY A LIEN ON AND PLEDGE OF THE PLEDGED REVENUES OF THE SYSTEM; PROVIDING THE TERMS AND CONDITIONS OF SAID CERTIFICATES AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SAID CERTIFICATES; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE AND INVESTMENT LETTER; COMPLYING WITH THE REQUIREMENTS IMPOSED BY THE LETTER OF REPRESENTATIONS PREVIOUSLY EXECUTED WITH THE DEPOSITORY TRUST COMPANY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Mercedes, Texas (the *City*) has caused notice to be given of its intention to issue certificates of obligation in the maximum principal amount of \$2,000,000 as provided pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through 271.064, for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) designing, planning, building, improving, extending, enlarging, repairing, and equipping the City’s utility system, including a water pump and water trailer; (2) constructing, acquiring, purchasing, renovating, enlarging, improving, and equipping City administrative facilities and signage, including renovations and improvements to City Hall and acquiring security cameras for City facilities; (3) rehabilitating, expanding, reconstructing, and maintaining the City’s existing Civic Center, including replacement of the HVAC; (4) acquiring fire-fighting and other public safety equipment and vehicles, including a fire truck; (5) acquiring vehicles and equipment for various City departments, including vehicles for the public works department and a water tank truck and tractor for the parks department; (6) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes; and (7) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects; and

WHEREAS, notice has been duly posted on the City’s website, if available, and published in a newspaper hereby found and determined to be of general circulation in the City, once a week for two (2) consecutive weeks, the date of the first (1st) publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates of obligation; and

WHEREAS, in accordance with the provisions of Section 271.049, as amended, Texas Local Government Code, the City confirms that notice of the City’s intention to issue certificates of obligation was approved by resolution at a public meeting and stated (1) the then current

principal of all outstanding debt of the City; (2) the then current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full, based on the City's expectations relative to the interest due on any variable rate debt obligations, as applicable (3) the maximum principal amount of the certificates of obligation to be authorized; (4) the estimated combined principal and interest required to pay the certificates of obligation in full; (5) the estimated interest rate for the certificates of obligation or that the maximum interest rate for the certificates of obligation may not exceed the maximum legal interest rate; and (6) the maximum maturity date of the certificates of obligation; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in this notice, signed by at least 5% of the qualified electors of the City, has been presented to or filed with the City Secretary prior to the date tentatively set in such notice for the passage of this ordinance; and

WHEREAS, the City Commission hereby finds and determines that the issuance of the certificates of obligation, under the terms herein specified, is in the best interests of the City and its residents; and

WHEREAS, the City Commission hereby finds and determines that certificates of obligation in the principal amount of \$_____, described in such notice should be issued and sold at this time; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MERCED, TEXAS THAT:

SECTION 1. Authorization - Designation - Principal Amount - Purpose. The certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of _____ AND NO/100 DOLLARS (\$_____), to be designated and bear the title of "CITY OF MERCED, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025" (the *Certificates*), for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) designing, planning, building, improving, extending, enlarging, repairing, and equipping the City's utility system, including a water pump and water trailer; (2) constructing, acquiring, purchasing, renovating, enlarging, improving, and equipping City administrative facilities and signage, including renovations and improvements to City Hall and acquiring security cameras for City facilities; (3) rehabilitating, expanding, reconstructing, and maintaining the City's existing Civic Center, including replacement of the HVAC; (4) acquiring fire-fighting and other public safety equipment and vehicles, including a fire truck; (5) acquiring vehicles and equipment for various City departments, including vehicles for the public works department and a water tank truck and tractor for the parks department; (6) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes; and (7) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects, pursuant to the authority conferred by and in conformity with the laws of the State of Texas, particularly the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through Section 271.064, Chapter 1502, as amended, Texas Government Code, and the City's Home Rule Charter.

SECTION 2. Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates – Certificate Date. The Certificates are issuable in fully registered form only; shall be dated December 1, 2025 (the *Certificate Date*) and shall be issued in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, and the Certificates shall become due and payable on February 15 in each of the years and in principal amounts (the *Stated Maturities*) and bear interest on the unpaid principal amounts from the Closing Date (hereinafter defined), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rates, while Outstanding, in accordance with the following schedule:

<u>Years of</u> <u>Stated Maturity</u>	<u>Principal</u> <u>Amounts (\$)</u>	<u>Interest</u> <u>Rates (%)</u>
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The Certificates shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on December 11, 2025), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Certificates shall be payable on [February 15 and August 15] in each year (each, an *Interest Payment Date*), commencing February 15, 2026 while the Certificates are Outstanding.

SECTION 3. Payment of Certificates - Paying Agent/Registrar. The principal of, premium, if any, and interest on the Certificates, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal of, premium if any, and interest on the Certificates shall be without exchange or collection charges to the Holder (hereinafter defined) of the Certificates.

The selection and appointment of _____, _____, _____ (the *Paying Agent/Registrar*), to serve as the initial Paying Agent/Registrar, for the Certificates is hereby approved and confirmed, and the City agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment and transfer of the Certificates, all as provided herein, in accordance with the terms and

provisions of a Paying Agent/Registrar Agreement, attached, in substantially final form, as Exhibit A hereto, and such reasonable rules and regulations as the Paying Agent/Registrar and City may prescribe. The City covenants to maintain and provide a Paying Agent/Registrar at all times while the Certificates are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and authorized by law to serve as a Paying Agent/Registrar.

The City reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or ordinance terminating such agency. Additionally, the City agrees to promptly cause a written notice of this substitution to be sent to each Holder of the Certificates by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Certificates, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the registered owner of the Certificates appearing on the Security Register (the *Holder* or *Holders*) maintained on behalf of the City by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of payment of interest thereon, (ii) on the date of surrender of the Certificates for purposes of receiving payment of principal thereof upon redemption of the Certificates or at the Certificates' Stated Maturity, and (iii) on any other date for any other purpose. The City and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Certificate for purposes of receiving payment and all other purposes whatsoever, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Certificates shall be payable only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its corporate trust office; provided, however, with respect to principal payment prior to the final Stated Maturity, the Certificates need not be surrendered to the Paying Agent/Registrar, who will merely document such payment on an internal ledger maintained by the Paying Agent/Registrar. Interest on the Certificates shall be paid to the Holder whose name appears in the Security Register at the close of business on the last business day of the month next preceding an Interest Payment Date for the Certificates (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Certificates was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of a Certificate appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4. Redemption.

A. Mandatory Redemption of Term Certificates. The Certificates stated to mature on February 15, 20__, February 15, 20__, and February 15, 20__ are referred to herein as the "Term Certificates". The Term Certificates is subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Certificate Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 15 in each of the years as set forth below:

Term Certificate Stated to Mature on February 15, 20__		Term Certificate Stated to Mature on February 15, 20__		Term Certificate Stated to Mature on February 15, 20__	
<u>Year</u>	<u>Principal Amount (\$)</u>	<u>Year</u>	<u>Principal Amount (\$)</u>	<u>Year</u>	<u>Principal Amount (\$)</u>

*Payable at Stated Maturity.

The principal amount of a Term Certificate required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the City, by the principal amount of any Term Certificates of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the City and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with money in the Certificate Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

B. Optional Redemption. The Certificates having Stated Maturities on and after February 15, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the City, on February 15, 20__, or on any date thereafter, in whole or in part, in principal amounts of \$5,000

or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption.

C. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the City to exercise the right to redeem Certificates shall be entered in the minutes of the governing body of the City.

D. Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Certificates to be redeemed, provided that if less than the entire principal amount of a Certificate is to be redeemed, the Paying Agent/Registrar shall treat such Certificate then subject to redemption as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificate by \$5,000.

E. Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States mail, first-class postage prepaid, in the name of the City and at the City's expense, by the Paying Agent/Registrar to each Holder of a Certificate to be redeemed, in whole or in part, at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

If a Certificate is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as herein provided, such Certificate (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Certificates (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Certificates (or the principal amount thereof to be redeemed) called for redemption

shall cease to accrue and such Certificates shall not be deemed to be Outstanding in accordance with the provisions of this Ordinance.

F. Transfer/Exchange of Certificates. Neither the City nor the Paying Agent/Registrar shall be required (1) to transfer or exchange any Certificate during a period beginning forty-five (45) days prior to the date fixed for redemption of the Certificates or (2) to transfer or exchange any Certificate selected for redemption, provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate which is subject to redemption in part.

SECTION 5. Execution - Registration. The Certificates shall be executed on behalf of the City by its Mayor or Mayor Pro Tem under the seal of the City reproduced or impressed thereon and attested by its City Secretary. The signature of either of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who were, at the time of the Certificate Date, the proper officers of the City shall bind the City, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Certificates to the Purchasers (hereinafter defined), all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified or registered and delivered.

SECTION 6. Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Certificates, or if appropriate, the nominee thereof. Any Certificate may, in accordance with its terms and the terms hereof, be transferred or exchanged for Certificates of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Certificate at the corporate trust office of the Paying Agent/Registrar, the City shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denomination and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange upon surrender

of the Certificates to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Certificates are so surrendered for exchange, the City shall execute, and the Paying Agent/Registrar shall register and deliver, the Certificates to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered upon such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Certificates, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Certificates shall include any Certificate registered and delivered pursuant to Section 25 in lieu of a mutilated, lost, destroyed, or stolen Certificate which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

SECTION 7. Initial Certificate. The Certificates herein authorized shall be issued initially either (i) as a single fully registered Certificate in the total principal amount of \$ __, __, __ with principal installments to become due and payable as provided in Section 2 and numbered T-1, or (ii) as one (1) fully registered Certificate for each year of Stated Maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (the *Initial Certificate*) and, in either case, the Initial Certificate shall be registered in the name of the Purchasers or the designee thereof. The Initial Certificate shall be the Certificate submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Certificate to the Purchasers, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers or their designee, shall cancel the Initial Certificate delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates on the unpaid principal amounts from the Closing Date, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to Stated Maturity, and shall be lettered "R" and numbered consecutively from one (1) upward for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8. Forms.

A. Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including insurance legends in the event the Certificates, or any Stated Maturities thereof, are insured, and any reproduction of an opinion of Bond Counsel (hereinafter referenced) and identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends and any reproduction of an opinion of Bond Counsel (hereinafter referenced)) thereon as may, consistent herewith, be established by the City or determined by the officers executing the Certificates as evidenced by their execution thereof. Any portion of the text of any Certificate may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The definitive Certificates shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Certificates as evidenced by their execution thereof, but the Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten or photocopied or otherwise reproduced.

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B. Form of Definitive Certificate.

REGISTERED
NO. _____

REGISTERED
PRINCIPAL AMOUNT
\$ _____

United States of America
State of Texas
County of Hidalgo
CITY OF MERCEDES, TEXAS
COMBINATION TAX AND LIMITED PLEDGE REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2025

Certificate Date: December 1, 2025 Interest Rate: Stated Maturity: CUSIP No.

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

The City of Mercedes, Texas (the *City*), a body corporate and municipal corporation in the County of Hidalgo, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on December 11, 2025), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until such Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, while Outstanding, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on [February 15 and August 15] of each year (each, an *Interest Payment Date*) commencing February 15, 2026.

Principal and premium, if any, of this Certificate shall be payable to the Registered Owner hereof (the *Holder*), upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof; provided, however, with respect to the principal payment prior to the final Stated Maturity, the Certificates need not be surrendered to the Paying Agent/Registrar, who will merely document such payment on an internal ledger maintained by the Paying Agent/Registrar. Interest shall be payable to the Holder of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the

Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$ __, __, __ (the *Certificates*) pursuant to an Ordinance adopted by the governing body of the City (the *Ordinance*), for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) designing, planning, building, improving, extending, enlarging, repairing, and equipping the City's utility system, including a water pump and water trailer; (2) constructing, acquiring, purchasing, renovating, enlarging, improving, and equipping City administrative facilities and signage, including renovations and improvements to City Hall and acquiring security cameras for City facilities; (3) rehabilitating, expanding, reconstructing, and maintaining the City's existing Civic Center, including replacement of the HVAC; (4) acquiring fire-fighting and other public safety equipment and vehicles, including a fire truck; (5) acquiring vehicles and equipment for various City departments, including vehicles for the public works department and a water tank truck and tractor for the parks department; (6) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes; and (7) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects, under and in strict conformity with the laws of the State of Texas, particularly Chapter 1502, as amended, Texas Government Code, the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through 271.064, and the City's Home Rule Charter.

The Certificates stated to mature on February 15, 20__, February 15, 20__, and February 15, 20__ are referred to herein as the "Term Certificates". The Term Certificates are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Certificate Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 15 in each of the years as set forth below:

Term Certificate Stated to Mature on February 15, 20__		Term Certificate Stated to Mature on February 15, 20__		Term Certificate Stated to Mature on February 15, 20__	
<u>Year</u>	<u>Principal Amount (\$)</u>	<u>Year</u>	<u>Principal Amount (\$)</u>	<u>Year</u>	<u>Principal Amount (\$)</u>

*Payable at Stated Maturity.

The principal amount of a Term Certificate required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the City, by

the principal amount of any Term Certificates of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the City and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with money in the Certificate Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

As provided in the Ordinance, the Certificates maturing on and after February 15, 20__, shall be subject to redemption prior to Stated Maturity, at the option of the City, on February 15, 20__, or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption; provided, however, that at least thirty (30) days' prior written notice shall be sent to the Holder of the Certificates to be redeemed by United States mail, first-class postage prepaid and subject to the terms and provisions relating thereto contained in the Ordinance. If this Certificate is subject to redemption prior to Stated Maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Holder hereof, upon the surrender of this Certificate to the Paying Agent/Registrar at its corporate trust office, a new Certificate or Certificates of like Stated Maturity and interest rate in any authorized denominations provided in the Ordinance for the then unredeemed balance of the principal sum hereof.

If this Certificate (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption has been duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if the money for the payment of the redemption price, and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed. If this Certificate is called for redemption, in whole or in part, the City or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Certificate within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.

The Certificates of this series are payable from the proceeds of an ad valorem tax levied upon all taxable property within the City, within the limitations prescribed by law, and are further payable from and secured by a lien on and pledge of the Pledged Revenues (identified and defined in the Ordinance), being a limited amount of the Net Revenues derived from the operation of the City's combined utility system (the *System*), such lien on and pledge of the limited amount of Net Revenues being subordinate and inferior to the lien on and pledge of such Net Revenues securing payment of the currently outstanding Prior Lien Obligations and Subordinate Lien Obligations, and any Additional Prior Lien Obligations, Junior Lien Obligations, or Additional Subordinate Lien Obligations hereafter issued by the City. The City has previously authorized the issuance of the currently outstanding Limited Pledge Obligations (identified and defined in the Ordinance) that are payable, in part, from and secured by a lien on and pledge of a limited amount of the Net Revenues of the System in the manner and as described in the ordinance authorizing the issuance

of the currently outstanding Limited Pledge Obligations. In the Ordinance, the City reserves and retains the right to issue Additional Prior Lien Obligations, Junior Lien Obligations, Additional Subordinate Lien Obligations, and Additional Limited Pledge Obligations (all as identified and defined in the Ordinance), while the Certificates are Outstanding, without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise.

Reference is hereby made to the Ordinance, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and the revenues pledged for the payment of the Certificates; the terms and conditions under which the City may issue Additional Prior Lien Obligations, Junior Lien Obligations, Additional Subordinate Lien Obligations, and Additional Limited Pledge Obligations; the terms and conditions relating to the transfer or exchange of the Certificates; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holder; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Certificate may be redeemed or discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Ordinance. Capitalized terms used herein have the same meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the City nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a Special Record Date) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Certificate in order

to render the same a legal, valid, and binding obligation of the City have been performed, exist, and have been done, in regular and due time, form, and manner, as required by the laws of the State of Texas and the Ordinance, and that issuance of the Certificates does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of, premium if any, and interest on the Certificates by the levy of a tax and collection of Pledged Revenues as aforestated. In case any provision in this Certificate or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the City has caused this Certificate to be duly executed under its official seal.

CITY OF MERCEDES, TEXAS

By _____
Mayor

ATTEST:

City Secretary

(CITY SEAL)

C. *Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Certificate Only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF	§	
PUBLIC ACCOUNTS	§	
	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____

Acting Comptroller of Public Accounts
of the State of Texas

(SEAL)

*NOTE TO PRINTER: Not to appear on printed Certificates.

D. Form of Certificate of Paying Agent/Registrar to Appear on Definitive Certificates Only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued under the provisions of the within-mentioned Ordinance; the Certificate or Certificates of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: _____, _____, _____ as Paying
Agent/Registrar

_____ By: _____
Authorized Signature

*NOTE TO PRINTER: Print on Definitive Certificates.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number): _____
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

Signature guaranteed:

F. Form of Initial Certificate. The Initial Certificate shall be in the form set forth in paragraph B of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows:

- (i) immediately under the name of the Certificate the headings "Interest Rate and "Stated Maturity shall both be completed "as shown below";
- (ii) the first two paragraphs shall read as follows:

The City of Mercedes, Texas (the *City*), a body corporate and municipal corporation in the County of Hidalgo, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above stated to mature on the fifteenth day of February in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

<u>Years of</u> <u>Stated Maturity</u>	<u>Principal</u> <u>Amounts (\$)</u>	<u>Interest</u> <u>Rates (%)</u>
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(Information to be inserted
from schedule in Section 2 hereof)

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amounts hereof from the Closing Date (anticipated to occur on December 11,

2025) specified above, or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rates of interest specified above, computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on [February 15 and August 15] of each year (each, an *Interest Payment Date*), commencing February 15, 2026.

Principal of this Certificate shall be payable to the Registered Owner hereof (the *Holder*), upon its presentation and surrender, to Stated Maturity or prior redemption, while Outstanding, at the corporate trust office of _____, _____, _____ (the *Paying Agent/Registrar*) provided, however, with respect to the principal payment prior to the final Stated Maturity, the Certificates need not be surrendered to the Paying Agent/Registrar, who will merely document such payment on an internal ledger maintained by the Paying Agent/Registrar. Interest shall be payable to the Holder of this Certificate whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

G. Insurance Legend. If bond insurance is obtained by the City or the Purchasers for the Certificates, the Definitive Certificates and the Initial Certificate shall bear an appropriate legend as provided by the bond insurer to appear under the following header:

[BOND INSURANCE] or [STATEMENT OF INSURANCE]

SECTION 9. Definitions. For all purposes of this Ordinance (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 27 and 44 of this Ordinance have the meanings assigned to them in Sections 27 and 44 of this Ordinance, and all such terms, include the plural as well as the singular; (ii) all references in this Ordinance to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted; and (iii) the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision.

A. The term *Additional Limited Pledge Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation or other evidences of indebtedness hereinafter issued by the City payable in whole or in part from a limited pledge of and lien on Net Revenues of the System, being a lien on and pledge of Net Revenues that is subordinate and inferior to the lien thereon and pledge thereof securing the payment of the currently outstanding Prior Lien Obligations and Subordinate Lien Obligations and any Additional Prior Lien Obligations, Junior Lien Obligations, or Additional Subordinate Lien Obligations hereafter issued by the City, which pledge of revenues is limited pursuant to Section 1502.052, as amended, Texas Government Code, all as further

provided in Section 20 of this Ordinance, and (ii) any obligations issued to refund the foregoing as determined by the City Commission in accordance with any applicable law.

B. The term *Additional Prior Lien Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation or any similar obligations hereafter issued by the City that are payable wholly or in part from and equally and ratably secured, together with the currently outstanding Prior Lien Obligations, by a prior and first lien on and pledge of the Net Revenues of the System, all as further provided in Section 20 of this Ordinance, and (ii) any obligations issued to refund the foregoing that are payable from and equally and ratably secured by a prior and first lien on and pledge of the Net Revenues of the System as determined by the City Commission in accordance with any applicable law.

C. The term *Additional Subordinate Lien Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation or any similar obligations hereinafter issued by the City that are payable wholly or in part from and equally and ratably secured, together with the currently outstanding Subordinate Lien Obligations, by a lien on and pledge of the Net Revenues of the System, such pledge being subordinate and inferior to the lien on and pledge of the Net Revenues that are or will be pledged to the payment of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations or Junior Lien Obligations hereinafter issued by the City, but prior and superior to the lien on and pledge of the limited amount of the Net Revenues securing, in part, the payment of the currently outstanding Limited Pledge Obligations, the Certificates, or any Additional Limited Pledge Obligations hereafter issued by the City, all as further provided in Section 20 of this Ordinance and (ii) any obligations hereinafter issued to refund any of the foregoing that are payable from and equally and ratably secured by a subordinate and inferior lien on and pledge of the Net Revenues as determined by the City Commission in accordance with applicable law.

D. The term *Authorized Officials* shall mean the Mayor, the Mayor Pro Tem, the City Manager, the Director of Finance, and/or the City Secretary.

E. The term *Certificates* shall mean the \$____,____,____ “CITY OF MERCEDES, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025” authorized by this Ordinance.

F. The term *Certificate Fund* shall mean the special Fund created and established by the provisions of Section 10 of this Ordinance.

G. The term *City* shall mean the City of Mercedes, located in Hidalgo County, Texas and, where appropriate, the City Commission of the City.

H. The term *Closing Date* shall mean the date of physical delivery of the Initial Certificates in exchange for the payment of the agreed purchase price for the Certificates.

I. The term *Collection Date* shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

J. The term *Debt Service Requirements* shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

K. The term *Depository* shall mean an official depository bank of the City.

L. The term *Fiscal Year* shall mean the annual financial accounting period for the System now ending on September 30th of each year; provided, however, the City Commission may change such annual financial accounting period to end on another date if such change is found and determined to be necessary for accounting purposes or is required by applicable law.

M. The term *Government Securities*, as used herein, shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Certificates.

N. The term *Gross Revenues* for any period shall mean all revenue during such period in respect or on account of the operation or ownership of the System, excluding refundable meter deposits, restricted gifts, and grants in aid of construction, but including earnings and income derived from the investment or deposit of money in any special fund or account (except the Certificate Fund) created and established for the payment or security of the Certificates.

O. The term *Holder* or *Holder*s shall mean the registered owner, whose name appears in the Security Register, for any Certificate.

P. The term *Interest Payment Date* shall mean the date interest is payable on the Certificates, being [February 15 and August 15] of each year, commencing February 15, 2026, while any of the Certificates remain Outstanding.

Q. The term *Junior Lien Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation, or any similar obligations hereafter issued by the City that are payable, in whole or in part, from and equally and ratably secured by a junior and inferior lien on and pledge

of the Net Revenues of the System, such pledge being junior and inferior to the lien on and pledge of the Net Revenues of the System, that are pledged to the currently outstanding Prior Lien Obligations and may be pledged to the payment of any Additional Prior Lien Obligations hereafter issued by the City, but prior and superior to the lien on and pledge of the Net Revenues securing the payment of the currently outstanding Subordinate Lien Obligations, Limited Pledge Obligations, the Certificates, or any Additional Subordinate Lien Obligations or Additional Limited Pledge Obligations hereafter issued by the City, all as further provided in Section 20 of this Ordinance and (ii) any obligations hereafter issued to refund the foregoing that are payable from and equally and ratably secured by a junior and inferior lien on and pledge of the Net Revenues of the System as determined by the City Commission in accordance with any applicable law.

R. The term *Limited Pledge Obligations* shall mean (i) the Certificates and the currently outstanding and unpaid obligations of the City that are payable, in part, from and secured by a subordinate and inferior lien on and pledge of a limited amount of the Net Revenues of the System and designated as follows:

(1) CITY OF MERCEDES, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2015”, dated February 1, 2015, in the original principal amount of \$2,600,000; and

(2) CITY OF MERCEDES, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2018”, dated February 15, 2018, in the original principal amount of \$9,595,000;

(3) CITY OF MERCEDES, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021”, dated September 15, 2021, in the original principal amount of \$8,250,000;

(4) CITY OF MERCEDES, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024”, dated September 1, 2024, in the original principal amount of \$6,760,000;

(5) Upon issuance, the Certificates; and

(ii) any obligations hereafter issued to refund any of the foregoing as determined by the City Commission in accordance with any applicable law.

S. The term *Maintenance and Operating Expenses* shall mean all current expenses of operating and maintaining the System not paid from the proceeds of the Certificates, including (1) the cost of all salaries, labor, materials, repairs, and extensions necessary to render efficient service, but only if, in the case of repairs and extensions, they are, in the judgment of the City Commission (reasonably and fairly exercised), necessary to maintain operation of the System and render adequate service to the City and the inhabitants thereof, or are necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues, (2) payments to pension, retirement, health, hospitalization, and other employee benefit funds for employees of the City engaged in the operation or maintenance of the System, (3) payments under contracts for the purchase of water supply, treatment of sewage, or other

materials, goods, or services for the System to the extent authorized by law and the provisions of such contract, (4) payments to auditors, attorneys, and other consultants incurred in complying with the obligations of the City hereunder, and (5) any legal liability of the City arising out of the operation, maintenance, or condition of the System, but excluding any allowance for depreciation, property retirement, depletion, obsolescence, and other items not requiring an outlay of cash and any interest on the Certificates or other bonds, notes, warrants, or similar obligations of the City payable from Net Revenues.

T. The term *Net Revenues* for any period shall mean the Gross Revenues of the System less the Maintenance and Operating Expenses of the System.

U. The term *Ordinance* shall mean this ordinance as finally passed and adopted by the City Commission of the City.

V. The term *Outstanding* when used in this Ordinance with respect to Certificates shall mean, as of the date of determination, all Certificates issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 29 of this Ordinance; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 25 of this Ordinance.

W. The term *Pledged Revenues* shall mean, while the Certificates remain Outstanding, an amount of Net Revenues not in excess of \$1,000. The Pledged Revenues shall be deposited, allocated, and expended in accordance with Section 10 of this Ordinance.

X. The term *Pledged Revenue Amount* shall mean the total amount, not to exceed \$1,000 while the Certificates are Outstanding, of Net Revenues that may be transferred in whole or in part by the City in any given Fiscal Year (however, any amounts transferred prior to the final maturity date of the Certificates may not exceed the total amount of \$1,000) to the Certificate Fund.

Y. The term *Prior Lien Obligations* shall mean (i) the currently outstanding and unpaid obligations of the City that are payable wholly or in part from and equally and ratably secured by a prior and first lien on and pledge of the Net Revenues of the System as determined by the City Commission in accordance with any applicable law and designated as follows:

(1) CITY OF MERCEDES, TEXAS UTILITY SYSTEM REVENUE BONDS, SERIES 2013, dated February 15, 2013, in the original principal amount of \$3,255,000;

and (ii) any obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured by a prior and first lien on and pledge of the Net Revenues of the System as determined by the City Commission in accordance with any applicable law.

Z. The term *Purchasers* shall mean the initial purchaser or purchasers of the Certificates named in Section 26 of this Ordinance.

AA. The term *Stated Maturity* shall mean the annual principal payments of the Certificates payable on February 15 of each year the Certificates are Outstanding as set forth in Section 2 of this Ordinance.

BB. The term *Subordinate Lien Obligations* shall mean (i) the currently outstanding and unpaid obligations of the City that are payable, in whole or in part, from and equally and ratably secured by a subordinate and inferior lien on and pledge of the Net Revenues of the System, such pledge being subordinate and inferior to the lien on and pledge of the Net Revenues of the System that are or may be pledged to the payment of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations or Junior Lien Obligations hereafter issued by the City, but prior and superior to the lien on and pledge of the limited amount of the Net Revenues securing, in part, the payment of the currently outstanding Limited Pledge Obligations, the Certificates or any Additional Limited Pledge Obligations hereafter issued by the City, all as further provided in Section 20 of this Ordinance and (ii) any obligations hereafter issued to refund any of the foregoing if issued in a manner so as to be payable from and equally and ratably secured by a subordinate and inferior lien on and pledge of the Net Revenues of the System as determined by the City Commission in accordance with any applicable law and designated as follows:

(1) CITY OF MERCEDES, TEXAS COMBINATION TAX AND SUBORDINATE LIEN REVENUE CERTIFICATES OF OBLIGATION, SERIES 2006, dated June 1, 2006, in the original principal amount of \$1,265,000;

and (ii) any obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured by a subordinate and inferior lien on and pledge of the Net Revenues of the System as determined by the City Commission in accordance with any applicable law.

CC. The term *System* shall mean all properties, facilities and plants currently owned, operated, and maintained by the City for the supply, treatment, and transmission of treated potable water, for the collection and treatment of wastewater, together with all future extensions, improvements, replacements and additions thereto, whether situated within or without the limits of the City and the City expressly reserves the right at its sole discretion to include additional utility, telecommunications, technology, or similar enterprise services as components of the System; provided, however, that notwithstanding the foregoing, and to the extent now or hereinafter authorized or permitted by law, the term System shall not mean to include facilities of any kind which are declared not to be a part of the System and which are acquired or constructed by or on behalf of the City with the proceeds from the issuance of *Special Facilities Bonds*, which are hereby defined as being special revenue obligations of the City which are not payable from Net Revenues but which are payable from and equally and ratably secured by other liens on and pledges of any revenues, sources or payments, not pledged to the payment of the Prior Lien

Obligations including, but not limited to, special contract revenues or payments received from any other legal entity in connection with such facilities.

SECTION 10. Certificate Fund – Investments. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption, and retirement of the Certificates, there shall be and is hereby created a special fund to be designated “COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025, INTEREST AND SINKING FUND” (the *Certificate Fund*), which fund shall be kept and maintained at the Depository, and money deposited in the Certificate Fund shall be used for no other purpose and shall be maintained as provided in Section 27. Authorized Officials of the City are hereby authorized and directed to make withdrawals from the Certificate Fund sufficient to pay the purchase price or the amount of principal of, premium, if any, and interest on the Certificates as the same become due and payable, or the purchase price thereof, and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the business day next preceding each interest and principal payment date for the Certificates.

The City, at its sole discretion, may deposit the Pledged Revenue Amount to the Certificate Fund. The Pledged Revenue Amount, if deposited, shall be expended annually to pay principal of and interest on the Certificates as the same become due and payable. This Pledged Revenue Amount shall be accounted for and transferred to the Paying Agent/Registrar in accordance with the provisions of the previous paragraph of this Section.

Pending the transfer of funds to the Paying Agent/Registrar, money deposited in any fund created and established by this Ordinance may, at the option of the City, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements, as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities, including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from such fund will be available at the proper time or times. All interest and income derived from deposits and investments in any fund established pursuant to the provisions of this Ordinance shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 11. Tax Levy. To provide for the payment of the Debt Service Requirements on the Certificates being (i) the interest on the Certificates and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while the Certificates or any interest thereon shall remain Outstanding, a sufficient tax, within the limitations prescribed by law, on each one hundred dollars valuation of taxable property in the City, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund and are thereafter pledged to the payment of the Certificates. The City Commission hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay such Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness and other obligations of the City.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

A. Prior to the date the City Commission establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Commission shall determine:

(1) the amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year;

(2) the amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Pledged Revenues, if any, to be appropriated and allocated during such year to pay such Debt Service Requirements, if any, prior to the Collection Date for the ad valorem taxes to be levied; and

(3) the amount of Pledged Revenues, if any, to be appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding Fiscal Year.

B. The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (1) above less the sum total of the amounts established in paragraphs (2) and (3), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 12. Pledge of Revenues. The City hereby covenants and agrees that, subject to (i) any prior lien on and pledge of the Net Revenues of the System to the payment and security of the currently outstanding Prior Lien Obligations and Subordinate Lien Obligations, and any Additional Prior Lien Obligations, Junior Lien Obligations, or Additional Subordinate Lien

Obligations hereafter issued by the City and (ii) the lien on and pledge of a limited amount of the Net Revenues to the payment and security of the currently outstanding Limited Pledge Obligations, the Certificates, and any Additional Limited Pledge Obligations hereafter issued by the City, the Pledged Revenues are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates and the pledge of Pledged Revenues herein made for the payment of the Certificates shall constitute a lien on the Pledged Revenues in accordance with the terms and provisions hereof and be valid and binding without any physical delivery thereof or further act by the City.

SECTION 13. System Fund. The City hereby covenants and agrees that all Gross Revenues derived from the operation of the System shall be kept separate and apart from all other funds, accounts and money of the City and shall be deposited as collected into the “CITY OF MERCEDES, TEXAS UTILITY SYSTEM FUND” (the *System Fund*). All money deposited in the System Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown:

- First: to the payment of the reasonable and proper Maintenance and Operating Expenses of the System required by statute or ordinances authorizing the issuance of any indebtedness of the City to be a first charge on and claim against the Gross Revenues of the System;
- Second: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations hereafter issued by the City in accordance with the terms and provisions of any ordinance authorizing their issuance;
- Third: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of any Junior Lien Obligations hereafter issued by the City in accordance with the terms and provisions of any ordinance authorizing their issuance;
- Fourth: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of the currently outstanding Subordinate Lien Obligations and any Additional Subordinate Lien Obligations hereafter issued by the City in accordance with the terms and provisions of any ordinance authorizing their issuance; and
- Fifth: To the payment of the amounts that may be deposited in the special funds and accounts established for the payment of the currently outstanding Limited Pledge Obligations, including the Certificates, and any Additional Limited Pledge Obligations hereafter issued by the City in accordance with the terms and provisions of any ordinances authorizing their issuance.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment, security and benefit thereof, may be appropriated and used for any other City purpose now or hereinafter permitted by law.

SECTION 14. Deposits to Certificate Fund – Surplus Certificate Proceeds. The City hereby covenants and agrees to cause to be deposited in the Certificate Fund prior to a principal and interest payment date for the Certificates, from the Pledged Revenues in the System Fund, after the deduction of all payments required to be made to the special funds or accounts created for the payment, security, and benefit of (i) the currently outstanding Prior Lien Obligations and Subordinate Lien Obligations, and any Additional Prior Lien Obligations, Junior Lien Obligations, or Additional Subordinate Lien Obligations hereafter issued by the City and (ii) the currently outstanding Limited Pledge Obligations, including the Certificates or any Additional Limited Pledge Obligations hereafter issued by the City, any amounts budgeted to be paid therefrom in such Fiscal Year.

Accrued interest, if any, received from the Purchasers of the Certificates shall be deposited to the Certificate Fund and ad valorem taxes levied and collected for the benefit of the Certificates shall be deposited to the Certificate Fund. In addition, any surplus proceeds, including investment income therefrom, from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said fund from ad valorem taxes.

SECTION 15. Security of Funds. All money on deposit in the funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

SECTION 16. Maintenance of System - Insurance. The City covenants and agrees that while the Certificates remain Outstanding it will maintain and operate the System with all possible efficiency and maintain casualty and other insurance (including a system of self-insurance) on the properties of the System and its operations of a kind and in such amounts customarily carried by municipal corporations in the State of Texas engaged in a similar type of business and that it will faithfully and punctually perform all duties with reference to the System required by the laws of the State of Texas. All money received from losses under such insurance policies, other than public liability policies, are held for the benefit of the holders of the Certificates until and unless the proceeds are paid out in making good the loss or damage in respect of which such proceeds are received, either by replacing the property destroyed or repairing the property damaged, and adequate provision for making good such loss or damage must be made within ninety (90) days after the date of loss. The payment of premiums for all insurance policies required under the provisions hereof shall be considered Maintenance and Operating Expenses. Nothing in this Ordinance shall be construed as requiring the City to expend any funds which are derived from sources other than the operation of the System but nothing herein shall be construed as preventing the City from doing so.

SECTION 17. Rates and Charges. The City hereby covenants and agrees with the Holders of the Certificates that rates and charges for utility services afforded by the System will be established and maintained to provide Gross Revenues sufficient at all times:

A. to pay, together with any other lawfully available funds, all operating, maintenance, depreciation, replacement, betterment, and other costs incurred in the maintenance and operation

of the System, including, but not limited to, Maintenance and Operating Expenses; provided, however, that the City expressly reserves the right to utilize other lawfully available funds to pay the Maintenance and Operating Expenses;

B. to produce Net Revenues sufficient, together with any other lawfully available funds, to pay (i) the interest on and principal of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations hereafter issued by the City as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and benefit thereof, (ii) the interest on and principal of any Junior Lien Obligations hereafter issued by the City as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and benefit thereof, (iii) the interest on and principal of the currently outstanding Subordinate Lien Obligations and any Additional Subordinate Lien Obligations hereafter issued by the City as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and benefit thereof, and (iv) the amounts that may be deposited in the special funds established for the payment of the currently outstanding Limited Pledge Obligations, the Certificates, or any Additional Limited Pledge Obligations hereafter issued by the City; and

C. to pay other legally incurred indebtedness payable from the Net Revenues of the System and/or secured by a lien on the System or the Net Revenues thereof.

SECTION 18. Records and Accounts - Annual Audit. The City further covenants and agrees that so long as any of the Certificates remain Outstanding it will keep and maintain separate and complete records and accounts pertaining to the operations of the System in which complete and correct entries shall be made of all transactions relating thereto, as provided by Chapter 1502, as amended, Texas Government Code, or other applicable law. The Holders of the Certificates or any duly authorized agent or agents of the Holders shall have the right to inspect the System and all properties comprising the same. The City further agrees that, following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of certified public accountants. Expenses incurred in making the annual audit of the operations of the System are to be regarded as Maintenance and Operating Expenses.

SECTION 19. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, the Holders of any of the Certificates shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 20. Issuance of Additional Prior Lien Obligations, Junior Lien Obligations, Additional Subordinate Lien Obligations, and Additional Limited Pledge Obligations. The City hereby expressly reserves the right to hereinafter issue bonds, notes, warrants, certificates of obligation, or similar obligations, payable, wholly or in part, as appropriate, from and secured by a pledge of and lien on the Net Revenues of the System with the following priorities, without limitation as to principal amount, but subject to any terms, conditions, or restrictions applicable thereto under existing ordinances, laws, or otherwise:

A. Additional Prior Lien Obligations payable from and equally and ratably secured by a first and prior lien on and pledge of the Net Revenues of the System;

B. Junior Lien Obligations payable from and equally and ratably secured by a lien on and pledge of the Net Revenues that is junior and inferior to the lien on and pledge thereof securing the payment of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations hereafter issued by the City, but prior and superior to the lien on and pledge of the Net Revenues securing, in part, the payment of the currently outstanding Subordinate Lien Obligations and Limited Pledge Obligations, and the Certificates, and any Additional Subordinate Lien Obligations or Additional Limited Pledge Obligations hereafter issued by the City; and

C. Additional Subordinate Lien Obligations payable from and equally and ratably secured by a lien on and pledge of the Net Revenues that is subordinate and inferior to the lien on and pledge thereof securing the payment of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations or Junior Lien Obligations hereafter issued by the City, but prior and superior to the lien on and pledge of the Net Revenues securing, in part, the payment of the currently outstanding Limited Pledge Obligations, the Certificates, and any Additional Limited Pledge Obligations hereafter issued by the City; and

D. Additional Limited Pledge Obligations secured by a lien on and pledge of a limited amount of the Net Revenues in accordance with the provisions of the following paragraph.

Additional Prior Lien Obligations, Junior Lien Obligations, or Additional Subordinate Lien Obligations, if issued, may be payable, in whole or in part, from Net Revenues (without impairment of the obligation of contract with the holders of the currently outstanding Limited Pledge Obligations and the Certificates) upon such terms and conditions as the City Commission may determine. Additional Limited Pledge Obligations, if issued and payable, in whole or in part, from Pledged Revenues (defined in the same or similar terms as provided in Section 9 of this Ordinance or in the ordinance authorizing the issuance of the currently outstanding Limited Pledge Obligations), shall not in any event be construed to be payable from the Pledged Revenues authorized by this Ordinance or in the ordinance authorizing the issuance of the currently outstanding Limited Pledge Obligations to be budgeted and appropriated for the payment of the Certificates or the ordinance authorizing the issuance of the currently outstanding Limited Pledge Obligations. However, the lien on and pledge of the limited amount of Net Revenues securing, in part, the payment of the Certificates, the Limited Pledge Obligations, and any Additional Limited Pledge Obligations shall be subordinate and inferior to the pledge of and lien on the Net Revenues securing the payment of the currently outstanding Prior Lien Obligations and Subordinate Lien Obligations and any Additional Prior Lien Obligations, Junior Lien Obligations, or Additional Subordinate Lien Obligations hereafter issued by the City.

SECTION 21. Special Covenants. The City hereby further covenants that:

A. it has the lawful power to pledge the Pledged Revenues supporting the Certificates and has lawfully exercised said powers under the laws of the State of Texas, including power existing under Chapter 1502, as amended, Texas Government Code, the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through Section 271.064, and the City's Home Rule Charter;

B. other than for the payment of the currently outstanding Prior Lien Obligations, the Subordinate Lien Obligations, the Limited Pledge Obligations, and the Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System;

C. as long as any Certificates or any interest thereon remain Outstanding, the City will not sell, lease or encumber (except in the manner provided in Section 20 of this Ordinance) the System or any substantial part thereof, provided that this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System;

D. to the extent that it legally may, the City further covenants and agrees that, so long as any of the Certificates, or any interest thereon, are Outstanding, no franchise shall be granted for the installation or operation of any competing utility systems other than those owned by the City, and the operation of any such systems by anyone other than the City is hereby prohibited; and

E. no free service of the System shall be allowed, and should the City or any of its agents or instrumentalities make use of the services and facilities of the System, payment of the reasonable value thereof shall be made by the City out of funds from sources other than the revenues and income of the System.

SECTION 22. Application of the Covenants and Agreements of the Additional Prior Lien Obligations, Junior Lien Obligations, or Additional Subordinate Lien Obligations. It is the intention of the City Commission and accordingly hereby recognized and stipulated that the provisions, agreements, and covenants contained herein bearing upon the management and operations of the System, and the administration and application of Gross Revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements, and covenants contained in the ordinances authorizing the issuance of the currently outstanding Prior Lien Obligations, Subordinate Lien Obligations, and any Additional Prior Lien Obligations, Junior Lien Obligations, or Additional Subordinate Lien Obligations hereafter issued by the City, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the currently outstanding Prior Lien Obligations, Subordinate Lien Obligations, and any Additional Prior Lien Obligations, or Junior Lien Obligations, or Additional Subordinate Lien Obligations hereinafter issued by the City, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance, especially the priority of rights and benefits conferred thereby to the holders of the currently outstanding Prior Lien Obligations and Subordinate Lien Obligations and any Additional Prior Lien Obligations, Junior Lien Obligations, and Subordinate Lien

Obligations hereafter issued by the City. It is expressly recognized that prior to the issuance of any Additional Prior Lien Obligations, Junior Lien Obligations, or Additional Subordinate Lien Obligations, the City must comply with each of the conditions precedent contained in the ordinances authorizing the issuance of the currently outstanding Prior Lien Obligations, Subordinate Lien Obligations, and Limited Pledge Obligations (including the Certificates), as appropriate.

SECTION 23. Notices to Holders – Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 24. Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be destroyed as directed by the City.

SECTION 25. Mutilated, Destroyed, Lost, and Stolen Certificates. If (1) any mutilated Certificate is surrendered to the Paying Agent/Registrar, or the City and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Certificate, and (2) there is delivered to the City and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the City or the Paying Agent/Registrar that such Certificate has been acquired by a bona fide purchaser, the City shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Certificate, a new Certificate of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously Outstanding.

In case any such mutilated, destroyed, lost, or stolen Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Certificate, pay such Certificate.

Upon the issuance of any new Certificate or payment in lieu thereof, under this Section, the City may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses and charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Certificate issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Certificate shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Certificate shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Certificates.

SECTION 26. Sale of the Certificates - Approval of Purchase and Investment Letter – Use of Certificate Proceeds. The Certificates authorized by this Ordinance are hereby sold by the City to _____, _____, _____ as the initial purchaser of the Certificates pursuant to a private placement (the *Purchasers*, having all the rights and obligations of a Holder) in accordance with the provisions of a Purchase and Investment Letter (the *Purchase Contract*), dated November 18, 2025, attached hereto as Exhibit B and incorporated herein by reference as a part of this Ordinance for all purposes. The Initial Certificate shall be registered in the name of _____. The pricing and terms of the sale of the Certificates are hereby found and determined to be the most advantageous reasonably obtainable by the City. Each Authorized Official is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City and as the act and deed of the City Commission, and in regard to the approval and execution of the Purchase Contract, the City Commission hereby finds, determines and declares that the representations, warranties, and agreements of the City contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the City. Delivery of the Certificates to the Purchasers shall occur as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of the Purchase Contract.

Proceeds from the sale of the Certificates shall be applied as follows:

(1) Accrued interest, if any, received from the Purchasers, shall be deposited into the Certificate Fund.

(2) The balance of the proceeds derived from the sale of the Certificates (shall be deposited into the special construction account or accounts, created for the projects to be constructed with the proceeds of the Certificates. This special construction account shall be established and maintained at the Depository and shall be invested in accordance with the provisions of Section 10 of this Ordinance. Interest earned on the proceeds of the Certificates pending completion of construction of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 14 of this Ordinance.

SECTION 27. Covenants to Maintain Tax-Exempt Status.

A. Definitions. When used in this Section, the following terms have the following meanings:

“*Closing Date*” means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Certificates means the yield as calculated pursuant to Section 1.148-4 of the Regulations.

B. Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until

the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

C. No Private Use or Private Payments. Except to the extent that it will not cause the Certificates to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

D. No Private Loan. Except to the extent it will not cause the Certificates to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if- (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. Not to Invest at Higher Yield. Except to the extent it will not cause the Certificates to become “arbitrage bonds” within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Certificates.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action

which would cause the Certificates to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder or except to the extent the City complies with Subsection J of this Section:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Certificate Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the

error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

J. No Rebate Required. The City need not comply with the covenants and duties imposed by the provisions of Subsection H. of this Section if:

- (1) The City is a governmental unit with general taxing powers;
- (2) 95% of the Net Proceeds of the Bonds and all income from the investment thereof will be used for the governmental activities of the City;
- (3) The aggregate face amount, within the meaning of Section 1.148-8(c)(1) of the Regulations, of all debt obligations (other than private activity bonds) issued or expected to be issued by the City or any subordinate entity in the calendar year in which the Bonds are issued is not reasonably expected to exceed \$5,000,000; and
- (4) The City otherwise satisfies the requirements of paragraph (4)(c) of section 148(f) of the Code and Section 1.148-8 of the Regulations and rulings thereunder.

K. Certificates Not Hedge Bonds.

- (1) The City reasonably expects to spend at least 85% of the spendable proceeds of the Certificates within three years after such Certificates are issued.
- (2) Not more than 50% of the proceeds of the Certificates will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

L. Elections. The City hereby directs and authorizes any Authorized Official, either individually or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document. Such elections shall be deemed to be made on the Closing Date.

M. Qualified Tax-Exempt Obligations. The City hereby designates the Certificates as *qualified tax-exempt obligations* for purposes of section 265(b) of the Code. In furtherance of such designation, the City represents, covenants and warrants the following: (a) during the calendar year in which the Certificates are issued, the City (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Certificates, will result in more than \$10,000,000 of "qualified tax-exempt obligations" being issued; (b) the City reasonably

anticipates that the amount of tax-exempt obligations issued during the calendar year 2025 by the City (including any subordinate entities) will not exceed \$10,000,000; and (c) the City will take such action or refrain from such action as is necessary in order that the Certificates will not be considered “private activity bonds” within the meaning of section 141 of the Code.

SECTION 28. Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Certificates pending their approval by the Attorney General of the State of Texas, the registration thereof by the Comptroller of Public Accounts of the State of Texas and the delivery of the Certificates to the Purchasers.

Furthermore, any Authorized Officials, either or all, are hereby authorized and directed to furnish and execute such documents relating to the City and its financial affairs as may be necessary for the issuance of the Certificates, the approval of the Attorney General of the State of Texas and their registration by the Comptroller of Public Accounts of the State of Texas and, together with the City’s financial advisors, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Certificate to the Purchasers and, when requested in writing by the Purchasers, the initial exchange thereof for definitive Certificates.

SECTION 29. Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied and the lien on and pledge of the Pledged Revenues under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities will mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Certificates. In the event of a defeasance of the Certificates, the City shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent accounting firm, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Certificate. As and to the extent applicable, if at all, the City covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 27 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Certificates, or applicable redemption date of the Certificates, such money was deposited and is held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem defeased Certificates that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the City expressly reserves the right to call the defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Certificates immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Certificates, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Certificates.

SECTION 30. Printed Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to their being furnished a final opinion of Norton Rose Fulbright US LLP, Austin, Texas, as Bond Counsel, approving certain legal matters as to the Certificates, this opinion to be dated and delivered as of the date of initial delivery and payment for such Certificates. Printing of a true and correct copy of this opinion on the reverse side of each of the Certificates, with appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the City is hereby approved and authorized.

SECTION 31. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof, and neither the City nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 32. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 33. Ordinance a Contract, Amendments - Outstanding Certificates. The City acknowledges that the covenants and obligations of the City herein contained are a material inducement to the purchase of the Certificates. This Ordinance shall constitute a contract with the Holders from time to time, binding on the City and its successors and assigns, and it shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the

Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided, however, that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, and interest on the Certificates, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required for consent to any such amendment, addition, or rescission.

SECTION 34. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, Bond Counsel, Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, Bond Counsel, the Paying Agent/Registrar, and the Holders.

SECTION 35. Inconsistent Provisions. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

SECTION 36. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 37. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Commission hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 38. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 39. Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Commission of the City.

SECTION 40. Authorization of Paying Agent/Registrar Agreement. The City Commission of the City hereby finds and determines that it is in the best interest of the City to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, registration, and transferability of the Certificates. A copy of the Paying

Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated by reference to the provisions of this Ordinance.

SECTION 41. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 42. Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Ordinance shall be given in such other manner and at such time or times as in the judgment of the City or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

SECTION 43. No Recourse Against City Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Certificate or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificate.

SECTION 44. Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

Rule means SEC Rule 15c2-12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

The Certificates are being sold pursuant to a private placement with the Purchaser, generally in denominations of \$100,000 or any integral multiple of \$1,000 in excess thereof, to less than 35 sophisticated investors, and therefore SEC Rule 15c2-12 is not applicable to the offering of the Certificates. Accordingly, no contract to provide continuing disclosure information after the issuance of the Certificates has been made by the City with investors.

SECTION 45. Book-Entry Only System.

The Certificates may initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Certificates shall be issued (following cancellation of the Initial Certificates described in Section 7) in the form of a single definitive Certificate. Upon issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Certificates shall be registered in the name of Cede & Co., as the nominee of DTC. The City and

the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit D (the *Representation Letter*).

With respect to the Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Certificates from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Certificates (an *Indirect Participant*). Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Certificates, as shown on the Security Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Certificate, of any amount with respect to principal of, premium, if any, or interest on the Certificates. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

In the event that (a) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the City determines that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the City shall notify the Paying Agent/Registrar, DTC, and the Depository Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Certificates shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the City may determine that the Certificates shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the City, or such depository's agent or designee, and if the City and the Paying Agent/Registrar do not select such alternate securities depository system then the Certificates may be registered in whatever name or names the Holders of Certificates transferring or exchanging the Certificates shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 46. Further Procedures. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such

acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Certificates, the Purchase Contract, the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Certificates, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Certificates by the Texas Attorney General's office. In case any officer of the City whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 47. Contracts with Financial Advisor. The City Commission authorizes any Authorized Official, or their designees, to take all actions necessary to execute any necessary financial advisory contracts with Estrada Hinojosa, as the financial advisor to the City (the *Financial Advisor*). The City understands that under applicable federal securities laws and regulations that the City must have a contractual arrangement with its Financial Advisor relating to the sale, issuance, and delivery of the Certificates.

SECTION 48. Accounting Reports. The City shall provide annually to the Purchasers, for so long as they are the holder of the Certificates, within 270 days after the end of each fiscal year ending in or after 2025, financial information and operating data with respect to the City; provided that such financial statements so to be provided shall be (1) prepared in accordance with the generally accepted accounting principles, or such other accounting principles as the City may be required to employ from time to time pursuant to Texas law or regulations, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide (1) unaudited financial statements for the applicable fiscal year within 270 days after the end of such fiscal year, and (2) audited financial statements for the applicable fiscal year to the Purchasers when and if the audit report on such statements become available.

SECTION 49. City's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the City hereby consents to and authorizes any Authorized Official, Bond Counsel to the City, and/or Financial Advisor to the City to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Certificates; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Certificates.

SECTION 50. Effective Date. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Ordinance shall be effective immediately upon adoption, notwithstanding any provision in the City's Home Rule Charter to the contrary concerning a multiple reading requirement for the adoption of ordinances.

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PASSED, APPROVED, AND ADOPTED on the 18th day of November, 2025.

CITY OF MERCEDES, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

In compliance with Section 2.13 of the Home Rule Charter of the City of Mercedes, Texas (the "City"), I, the undersigned, City Attorney of the City, hereby approve the legality of the foregoing Ordinance adopted by the City Commission of the City as aforesaid.

City Attorney, City of Mercedes, Texas

INDEX TO EXHIBITS

Exhibit A	Paying Agent/Registrar Agreement
Exhibit B	Purchase Contract
Exhibit C	DTC Letter of Representations

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

See Tab No. ____

EXHIBIT B
PURCHASE CONTRACT

See Tab No. ____

EXHIBIT C

DTC LETTER OF REPRESENTATIONS

See Tab No. ____

RESOLUTION NO. 2025-26

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS AUTHORIZING AND APPROVING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; COMPLYING WITH THE REQUIREMENTS CONTAINED IN SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission (the *City Commission*) of the City of Mercedes, Texas (the *City*) has determined that it is advisable and necessary to issue and sell one or more series of certificates of obligation (the *Certificates*) in an amount not to exceed \$15,000,000 as provided pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through Section 271.064, for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) designing, planning, building, improving, extending, enlarging, repairing, and equipping the City's utility system; (2) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes; and (3) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects. The Certificates will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City and from a lien on and pledge of certain of the net revenues derived from the operation of the City's utility system. The Certificates are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through Section 271.064, Chapter 1502, as amended, Texas Government Code, and the City's Home Rule Charter; and

WHEREAS, prior to the offering, sale, and issuance of the Certificates, the appropriate officials of the City must review and approve the distribution of a "deemed final" preliminary official statement (the *Official Statement*) in order to comply with the requirements contained in 17 C.F.R. §240.15c2-12 (the *Securities and Exchange Commission Rule*); and

WHEREAS, based upon their review of the Official Statement, the appropriate officials of the City must find to the best of their knowledge and belief, after reasonable investigation, that the representations of facts pertaining to the City contained in the Official Statement are true and correct and that, except as disclosed in the Official Statement, there are no facts pertaining to the City that would adversely affect the issuance of the Certificates or the City's ability to pay the debt service requirements on the Certificates when due; and

WHEREAS, the City Commission will comply with the requirements contained in the Securities and Exchange Commission Rule concerning the creation of a contractual obligation between the City and the proposed purchaser(s) of the Certificates (the *Purchasers*) to provide the Purchasers with an Official Statement in a time and manner that will enable the Purchasers to comply with the distribution requirements and continuing disclosure requirements contained in the Securities and Exchange Commission Rule; and

WHEREAS, the City Commission authorizes the Mayor, City Manager, City Secretary, and the City Attorney, as appropriate, or their designees, to review, approve, and execute any document or certificate in order to allow the City to comply with the requirements contained in the Securities and Exchange Commission Rule; and

WHEREAS, prior to the issuance of the Certificates, the City Commission is required to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City, and if the City maintains an internet website, publish such notice of intent on the City's internet website, such notice stating (i) the time and place the City Commission tentatively proposes to pass the ordinance authorizing the issuance of the Certificates, (ii) the purposes for which the Certificates are to be issued, (iii) the manner in which the City Commission proposes to pay the Certificates; (iv) the then-current principal amount of all outstanding ad valorem debt obligations of the City; (v) the then-current combined principal and interest required to pay all outstanding ad valorem debt obligations of the City on time and in full, which may be based on the City's expectations relative to the interest due on any variable rate ad valorem debt obligations; (vi) the maximum principal amount of the Certificates to be authorized; (vii) the estimated interest rate for the Certificates to be authorized or that the maximum interest rate for the Certificates may not exceed the maximum legal interest rate; and (viii) the maximum maturity date of the Certificates to be authorized; and

WHEREAS, the City Commission hereby finds and determines that such documents pertaining to the sale of the Certificates should be approved, and the City should proceed with the giving of notice of intention to issue the Certificates in the time, form, and manner provided by law; and

WHEREAS, the City Commission hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the City; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MERCED, TEXAS THAT:

SECTION 1. The City Secretary is hereby authorized and directed to cause notice to be published of the City Commission's intention to issue the Certificates in an amount not to exceed \$15,000,000 for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) designing, planning, building, improving, extending, enlarging, repairing, and equipping the City's utility system; (2) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes; and (3) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects. The Certificates will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City and additionally from a pledge of and lien on certain revenues derived from the operation of the City's utility system. The notice hereby approved and authorized to be published shall read substantially in the form and content of Exhibit A attached hereto, which notice is incorporated herein by reference as a part of this Resolution for all purposes.

SECTION 2. The City Secretary shall cause the notice described in Section 1 to be published in a newspaper of general circulation in the City, once a week for two consecutive weeks,

the date of the first publication shall be at least forty-six (46) days prior to the date stated therein for passage of the ordinance authorizing the issuance of the Certificates. Additionally, the City Secretary shall cause the notice described in Section 1 to be posted continuously on the City's website for at least forty-five (45) days prior to the date stated therein for passage of the ordinance authorizing the issuance of the Certificates.

SECTION 3. The Mayor, City Manager, City Secretary, and the City Attorney, as appropriate, or their designees, are authorized to review and approve the Official Statement pertaining to the offering, sale, and issuance of the Certificates and to execute any document or certificate in order to comply with the requirements contained in the Securities and Exchange Commission Rule.

SECTION 4. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Commission.

SECTION 5. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 6. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Commission hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 8. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 9. This Resolution shall be in force and effect from and after the date of its adoption, and it is so resolved.

PASSED AND APPROVED, this the 18th day of November, 2025.

CITY OF MERCEDES, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

Exhibit A

NOTICE OF INTENTION TO ISSUE CITY OF MERCEDES, TEXAS CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Commission of the City of Mercedes, Texas will convene at its regular meeting place in the City Hall in Mercedes, Texas, at 6:30 o'clock P.M., Mercedes, Texas time on January 20, 2026, and, during such meeting, the City Commission will consider the passage of an ordinance or ordinances and take such other actions as may be deemed necessary to authorize the issuance of one or more series of certificates of obligation in an aggregate principal amount not to exceed \$15,000,000 for the purpose or purposes of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) designing, planning, building, improving, extending, enlarging, repairing, and equipping the City's utility system; (2) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes; and (3) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects. The certificates of obligation (the *Certificates*) will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City and from a lien on and pledge of certain revenues derived by the City from the operation of the City's utility system. In accordance with Section 271.049, as amended, Texas Local Government Code, (i) the current principal amount of all of the City's outstanding public securities secured by and payable from ad valorem taxes is \$28,880,000.00*; (ii) the current combined principal and interest required to pay all of the City's outstanding public securities secured by and payable from ad valorem taxes on time and in full is \$37,051,321.86*; (iii) the estimated combined principal and interest required to pay the Certificates to be authorized on time and in full is \$22,184,467.08; (iv) the maximum interest rate for the Certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the Certificates to be authorized is February 15, 2056. The Certificates are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through Section 271.064, Chapter 1502, as amended, Texas Government Code, and the City's Home Rule Charter.

*Includes \$1,795,000 of "City of Mercedes, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Seires 2025", with an assumed interest rate of 4.25%, to be issued on December 11, 2025.

/s/ Joselynn Castillo
City Secretary,
City of Mercedes, Texas

DATE: November 18, 2025
FROM: Orlando Diaz, Lieutenant
ITEM: **Discussion and possible action to Approval of Agreement and Resolution 2025-27 for the Temporary Closure of State Right-of-Way for Christmas Parade**

BACKGROUND INFORMATION: The Mercedes Police Department respectfully requests the approval of Agreement for the Temporary Closure of State Right-of-Way in order to aid with traffic control during the Christmas Parade

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):
\$ (To be Determined)

Account Number(s):
01-522-1011

Finance Review by:

LEGAL REVIEW:

ATTACHMENTS:

1. CHRISTMAS PARADE AGREEMENT FOR THE TEMPORARY CLOSURE
2. LETTER HEAD - event name, date, time & closure
3. Road Closure Write-Up
4. 2B. Map
5. LETTER HEAD - agreed traffic control
6. ROAD CLOSURE ASSIGNMENT POSTS
7. 2025-27 Resolution - Christmas Parade

STAFF RECOMMENDATION: Approval

STATE OF TEXAS §
COUNTY OF §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State,” and the City Of Mercedes, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the “City.”

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Mercedes, in Hidalgo, County; and

WHEREAS, the City has requested the temporary closure of (Texas Ave.), from 600 Block of S. Texas Ave. to the 1000 Block of N. Texas Ave. for the purpose of The Christmas Parade, as described in the attached “Exhibit A,” hereinafter identified as the “Event:” and

WHEREAS, the Event will be located within the City’s incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right-of-way will be performed within the State’s requirements; and

WHEREAS, on the 18th day of November of 2025, the City Commission of the City of Mercedes, Texas passed Resolution _____ / Ordinance No. _____, attached hereto and identified as “Exhibit B,” establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The description of the Event, including the proposed schedule of start and stop times,

approximate number of people attending the Event, and equipment involved shall be attached hereto and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The City shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The City shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right-of-way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State.

C. The City will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

D. The City will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right-of-way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The City will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the City shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

E. The City hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the City's traffic control plan.

F. The City will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right-of-way and restore or repair the State's right-of-way, including roadway and drainage structures, signs, and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural environment, including landscape features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the City will remain the property of the City. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right-of-way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and City under this agreement. If the potential termination of this agreement is due to the failure of the City to fulfill its contractual obligations as set forth herein, the State will notify the City that possible breach of contract has occurred. The City must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the City does not remedy the breach to the satisfaction of the State, the City shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right-of-way, the City and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the City and/or its contractors are encroaching upon the State right-of-way.

B. In the event the City is a self-insured entity, the City shall provide the State proof of its self-insurance. The City agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the City and the State.

Article 10. COMPLIANCE WITH LAWS

The City shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right-of-way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City:	State:
<u>City of Mercedes</u>	<u>Texas Department of Transportation</u>
<u>400 South Ohio Avenue; Mercedes, TX</u>	_____
<u>78570</u>	_____
_____	_____

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF MERCEDES

Executed on behalf of the City by:

By _____ Date: November 18, 2025

Typed or Printed Name and Title: Orlando Diaz

Lieutenant

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation and Mercedes for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

By _____ Date _____
Director of Maintenance

Exhibit A

(SEE ATTACHED ROUTE MAP AND ROAD CLOSURES)

Exhibit B

(SEE ATTACHED RESOLUTION)

Exhibit C

(SEE ATTACHED TRAFFIC CONTROL AGREEMENT)



MERCEDES POLICE DEPARTMENT

316 S. Ohio Ave.
Mercedes, Texas 78570
(956) 565-3102 Fax (956) 565-2583

Francisco J. Sanchez
Chief of Police

Tuesday, November 18, 2025

To: Texas Department of Transportation

From: Lieutenant Orlando Diaz

Re: Agreement for the Temporary Closure of State Right-of-Way

Exhibit A

ROAD CLOSURE - EVENT NAME AND DATE

NAME: CHRISTMAS PARADE

DATE OF CLOSURE: SATURDAY, DECEMBER 6, 2025

TIME OF CLOSURE: 4:00 P.M. – 08:00 P.M.

Lt. Orlando Diaz

Mayor
City Manager
Commissioners

Good evening,

In coordination with the Texas Department of Transportation (TxDOT), the Mercedes Police Department respectfully requests approval of a resolution authorizing a temporary road closure permit for the upcoming Christmas Parade, scheduled for Saturday, December 6, 2025, at 6:00 p.m. Road closures will begin at 4:00 p.m. and are expected to conclude by approximately 8:00 p.m. The parade route will begin at the 600 Block of South Texas Avenue and proceed north on Texas Avenue, ending at the Rio Grande Valley Livestock Show Grounds, located at 1000 N. Texas Avenue. A total of sixteen (16) officers and Public Works personnel will be assigned to designated intersections and critical traffic control points to ensure public safety and efficient traffic management throughout the event.

(16) Officers will be assigned to specific areas of concern:

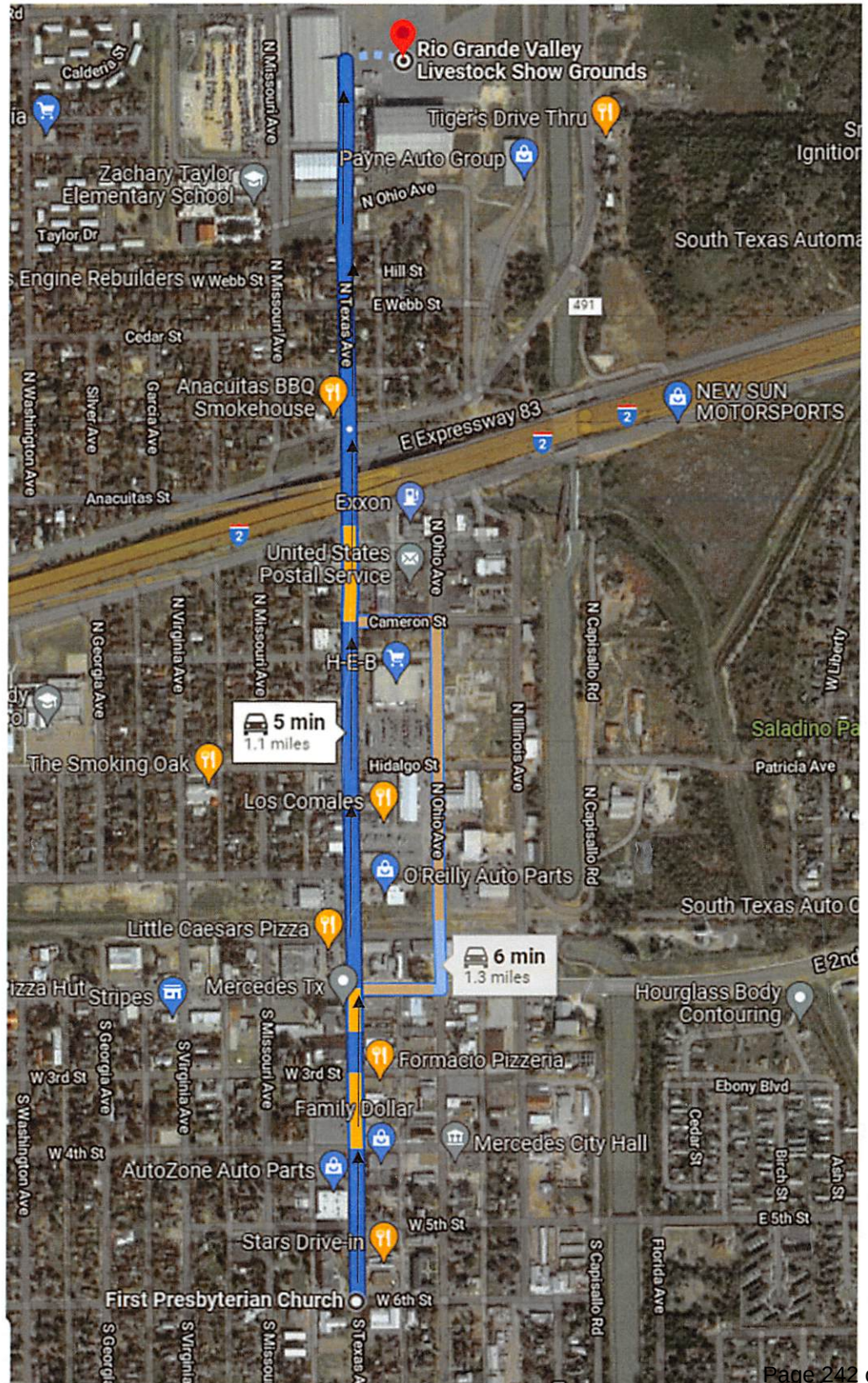
Assigned Post: Public Works Department	N. Texas Ave. / Hill St. (East & West)
Assigned Post: Public Works Department	N. Texas Ave. / Webb St. (East & West)
Assigned Post: Public Works Department	N. Texas Ave. / Duval St. (East & West)
Assigned Post: Mercedes PD	N. Texas Ave. / FM 491 (East)
Assigned Post: Mercedes PD	N. Texas Ave. / Anacuitas St. (West)
Assigned Post: Mercedes PD / Public Works	N. Texas Ave. / WB Frontage Rd. (East)
Assigned Post: Mercedes PD / Public Works	N. Texas Ave. / EB Frontage Rd. (West)
Assigned Post: Public Works Department	N. Texas Ave. / Starr St. (East)
Assigned Post: Mercedes PD	N. Texas Ave. / Cameron St. (East)
Assigned Post: Mercedes PD	N. Texas Ave. / Cameron St. (West)
Assigned Post: Mercedes PD	N. Texas Ave. / Hidalgo St. (East)
Assigned Post: Mercedes PD	N. Texas Ave. / Hidalgo St. (West)
Assigned Post: Mercedes PD	N. Texas Ave. / W. First. St. (East)
Assigned Post: Mercedes PD	N. Texas Ave. / W. First. St. (West)
Assigned Post: Public Works Department	S. Texas Ave. / Railroad St. (East & West)
Assigned Post: Mercedes PD	S. Texas Ave. / W. Business 83 (East)
Assigned Post: Mercedes PD	S. Texas Ave. / W. Business 83 (West)
Assigned Post: Mercedes PD / Public Works	S. Texas Ave. / W. Third St. (East & West)
Assigned Post: Mercedes PD / Public Works	S. Texas Ave. / W. Fourth St. (East & West)
Assigned Post: Mercedes PD / Public Works	S. Texas Ave. / W. Fifth St. (East & West)
Assigned Post: Mercedes PD / Public Works	S. Texas Ave. / W. Sixth St. (East & West)

Exhibit A

Directions from 600 South Texas

Ave, Mercedes, Texas 78570 to

1000 North Texas Ave. Mercedes Texas





MERCEDES POLICE DEPARTMENT

316 S. Ohio Ave.
Mercedes, Texas 78570
(956) 565-3102 Fax (956) 565-2583

Francisco J. Sanchez
Chief of Police

Tuesday, November 18, 2025

To: Texas Department of Transportation
From: Lieutenant Orlando Diaz
Re: Agreement for the Temporary Closure of State Right-of-Way

Exhibit C

The Mercedes Public Safety Department will provide law enforcement personnel to conduct traffic control during the annual Christmas Parade, scheduled for Saturday, December 6, 2025, beginning at 6:00 p.m.

To ensure public safety and maintain traffic flow during the event, the following traffic control plan will be implemented:

- Southbound Traffic (Texas Avenue): Vehicles traveling southbound will be rerouted west at the nearest intersection.
- Northbound Traffic (Texas Avenue): Vehicles traveling northbound will be rerouted east at the nearest intersection.
- Frontage Road (Eastbound & Westbound): Traffic will utilize the turnaround to prevent congestion and maintain steady traffic flow. Vehicles may re-enter the Expressway using the nearest on-ramps at Vermont Avenue and Mile 1 East.
- Business 83 (Eastbound & Westbound): Traffic will be redirected at the nearest intersection to avoid delays. Vehicles may access the Expressway via Virginia Avenue or Ohio Avenue.

The Mercedes Public Safety Department will coordinate with the Texas Department of Transportation to ensure the safe and efficient management of all temporary closures.

Lt. Orlando Diaz

MERCEDES POLICE DEPARTMENT

316 S. Ohio Ave.

Mercedes, Texas 78570

(956) 565-3102 Fax (956) 565-2583

Christmas Parade 2025

Saturday, December 6, 2025

(Traffic Control)

04:00 PM – 08:00 PM

	INTERSECTION: (West of Roadway)	DEPARTMENT:	DEPARTMENT:	INTERSECTION: (East of Roadway)
	N. Missouri Ave. / RGVLS Exit			
1.	N. Texas Ave. / Hill St.	PUBLIC WORKS	PUBLIC WORKS	N. Texas Ave. / Hill St.
2.	N. Texas Ave. / Webb St.	PUBLIC WORKS	PUBLIC WORKS	N. Texas Ave. / Webb St.
3.	N. Texas Ave. / Duval St.	PUBLIC WORKS	PUBLIC WORKS	N. Texas Ave. / Duval St.
4.	N. Texas Ave. / Anacuitas St.	Public Works Mercedes PD	Public Works Mercedes PD	N. Texas Ave. / N. 491
5.	N. Texas Ave. / WB Frontage Rd.		Public Works (Cones) Mercedes PD	N. Texas Ave. / WB Frontage Rd.
6.	N. Texas Ave. / EB Frontage Rd.	Public Works (Cones) Mercedes PD		N. Texas Ave. / EB Frontage Rd.
7.			PUBLIC WORKS	N. Texas Ave. / Starr St.
8.	N. Texas Ave. / Cameron St. (Fred Loya)	PUBLIC WORKS Mercedes PD	PUBLIC WORKS Mercedes PD	N. Texas Ave. / Cameron St. (Juanito's Rest.)
9.	N. Texas Ave. / W. Hidalgo St.	PUBLIC WORKS Mercedes PD	PUBLIC WORKS Mercedes PD	N. Texas Ave. / W. Hidalgo St.
10.	N. Texas Ave. / W. First St.	PUBLIC WORKS Mercedes PD	PUBLIC WORKS Mercedes PD	N. Texas Ave. / W. First St.
11.	S. Texas Ave. / Railroad St.	PUBLIC WORKS	PUBLIC WORKS	S. Texas Ave. / Railroad St.
12.	S. Texas Ave. / W. Bus. 83	Mercedes PD	Mercedes PD	S. Texas Ave. / W. Bus. 83
13.	S. Texas Ave. / W. Third St.	PUBLIC WORKS Mercedes PD	PUBLIC WORKS Mercedes PD	S. Texas Ave. / W. Third St.
14.	S. Texas Ave. / W. Fourth St.	PUBLIC WORKS Mercedes PD	PUBLIC WORKS Mercedes PD	S. Texas Ave. / W. Fourth St.
15.	S. Texas Ave. / W. Fifth St.	PUBLIC WORKS Mercedes PD	PUBLIC WORKS Mercedes PD	S. Texas Ave. / W. Fifth St.
16.	S. Texas Ave. / W. Sixth St.	PUBLIC WORKS Mercedes PD	PUBLIC WORKS Mercedes PD	S. Texas Ave. / W. Sixth St.

RESOLUTION: 2025-27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS TO ENTER INTO AN AGREEMENT WITH THE STATE OF TEXAS THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF THE INTERSTATE 2 FROM 600 S. TEXAS AVE. TO 1000 N. TEXAS FOR ACTIVITIES ASSOCIATED WITH THE CHRISTMAS PARADE.

WHEREAS, the City Commission of the City of Mercedes wishes to cooperate with the State of Texas for the safety and convenience of the traveling public; and

WHEREAS, the City of Mercedes requests the temporary closure of the following highway on DECEMBER 6, 2025 for activities associated with The Christmas Parade from 4:00 P.M. until 08:00 P.M.

WHEREAS, the events will be located within the City of Mercedes incorporated area and the closure will be performed in accordance with the State's requirements;

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

That at the regular meeting of the City Commission held on the 18TH of November 2025, this resolution was adopted in accordance with Chapter 43, Texas Administrative Code, Section 22.12, and to comply with the rules and procedures established by said chapter and section, and the City Manager is hereby authorized to sign the temporary right of way closure agreement with the State of Texas. This resolution is adopted so that THE CHRISTMAS PARADE may be conducted on December 6, 2025 in the Agreement for the Temporary Closure of State Right of Way (43 TAC, Section 22.12).

Passed and approved on this the 18th Day of November, 2025.

Oscar Montoya, Mayor

ATTEST:

Joselynn Castillo, City Secretary

Customer tickets overview

Date Filter is from 2025/10/01 until 2025/10/31 Ticket Status is not Merged

Total Tickets

103

Total Ticket Duration (hours)

1,682.81

Average Ticket Duration (hours)

16.83

6

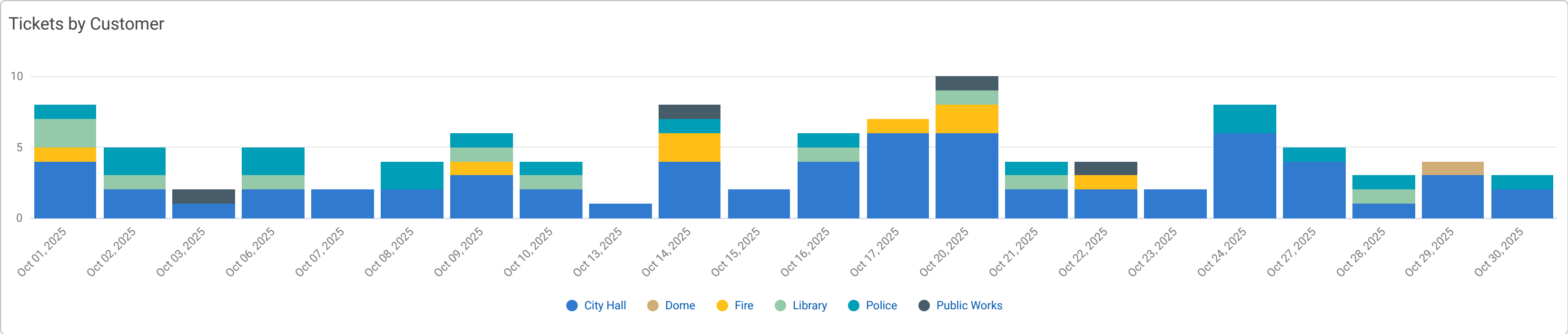
Number of Customers

103

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	63	1,086.78	17.53	7.34	0	0
Police	17	48.93	2.88	2.88	0	0
Library	10	209.42	20.94	16.76	0	0
Fire	8	334.39	55.73	88.05	0	0
Public Works	4	3.18	0.79	0.79	0	0
Dome	1	0.12	0.12	0.12	0	0

Ticketing summary

Date Filter is from 2025/10/01 until 2025/10/31 Ticket Status is not Merged

Total Tickets

103

Total Duration (hours)

1,682.81

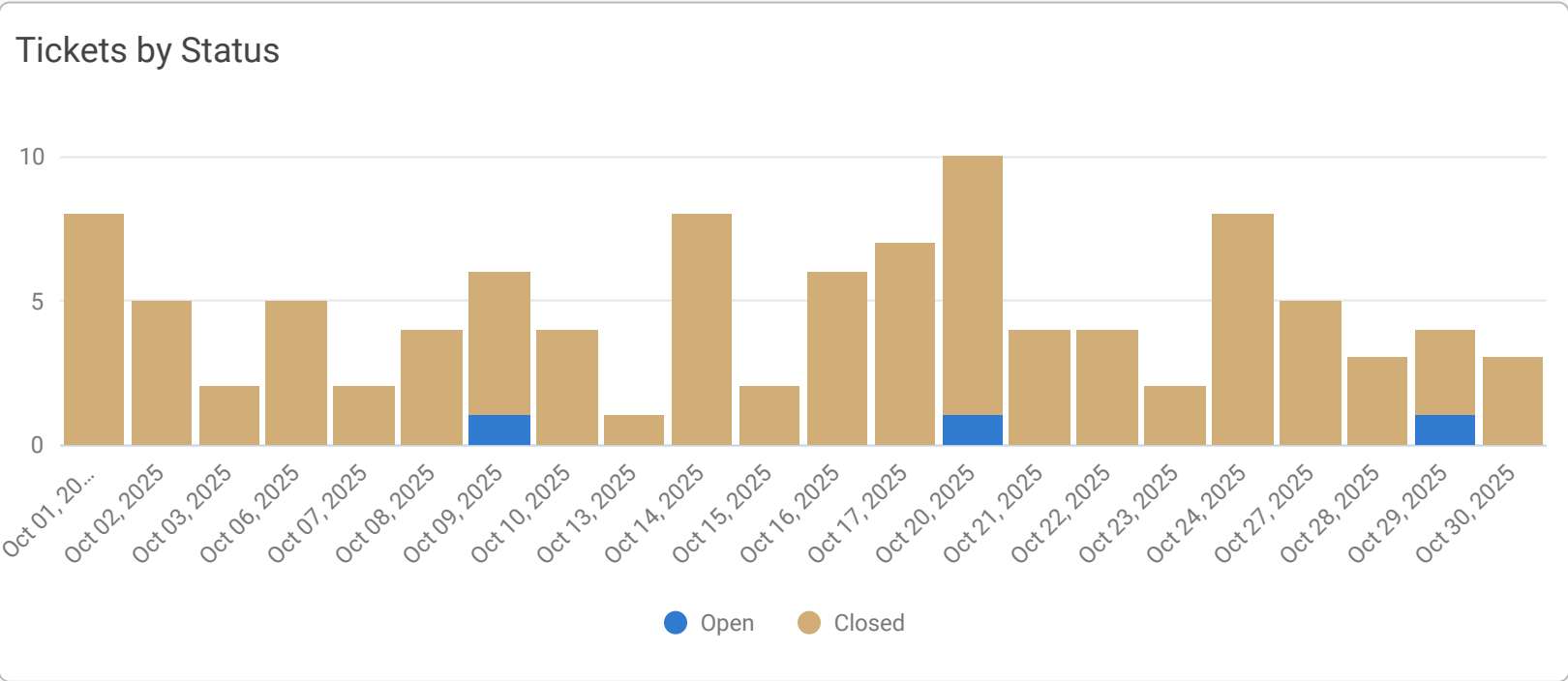
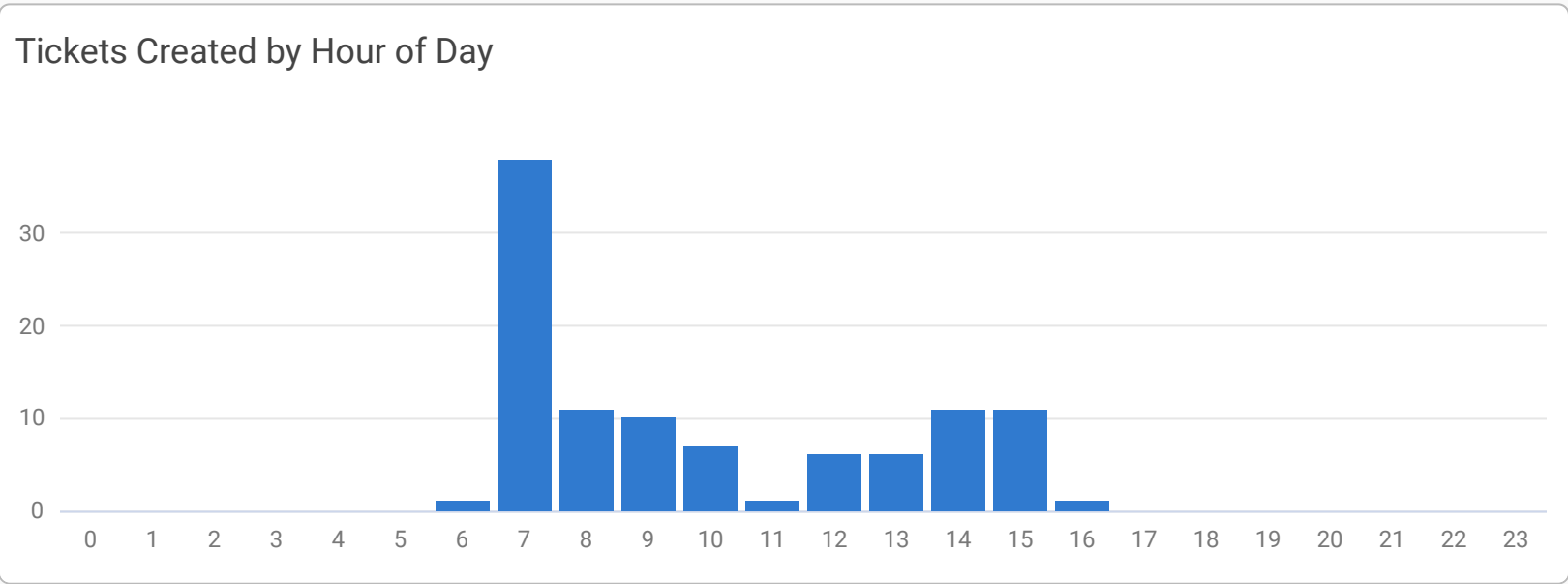
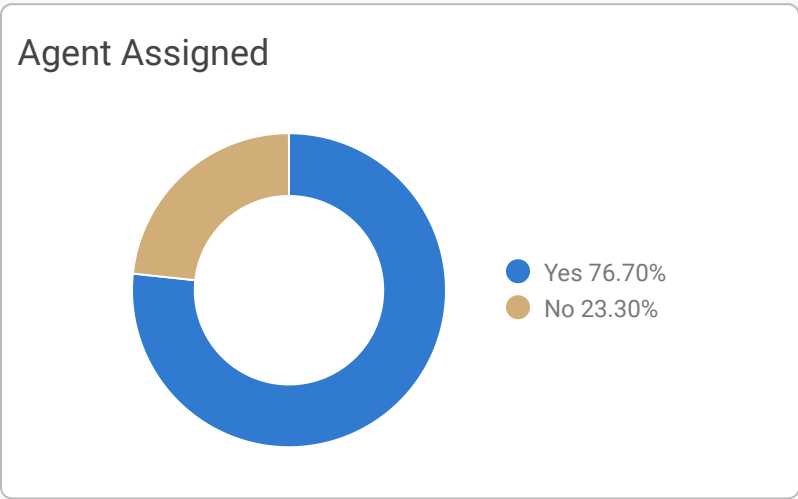
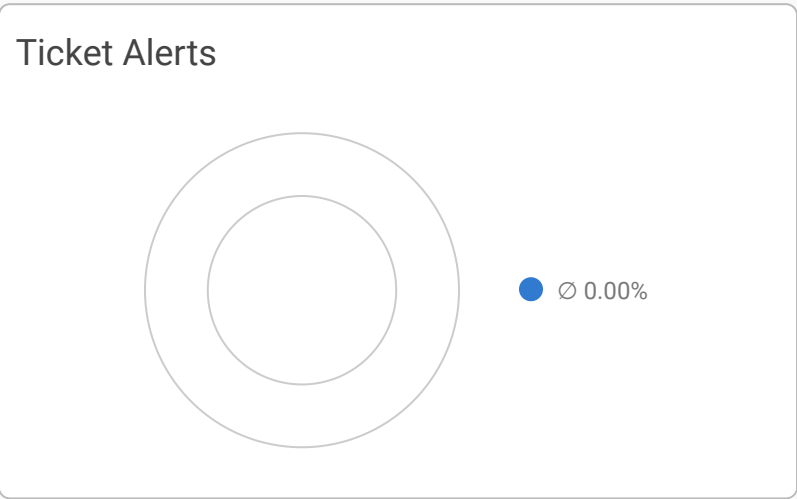
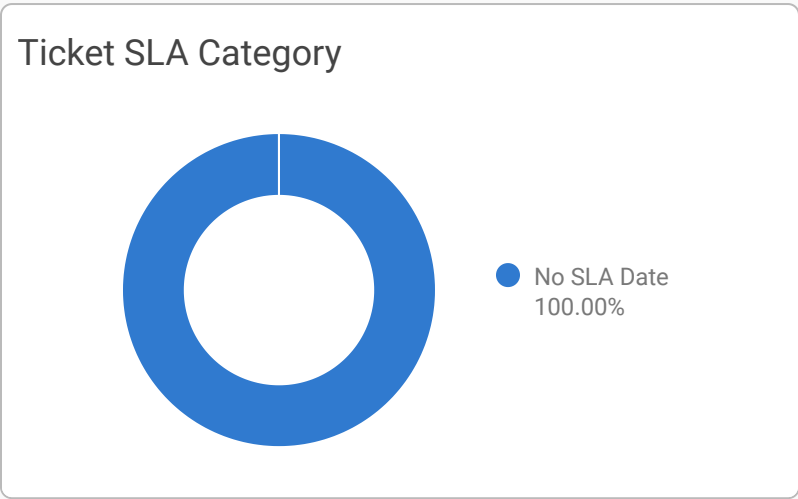
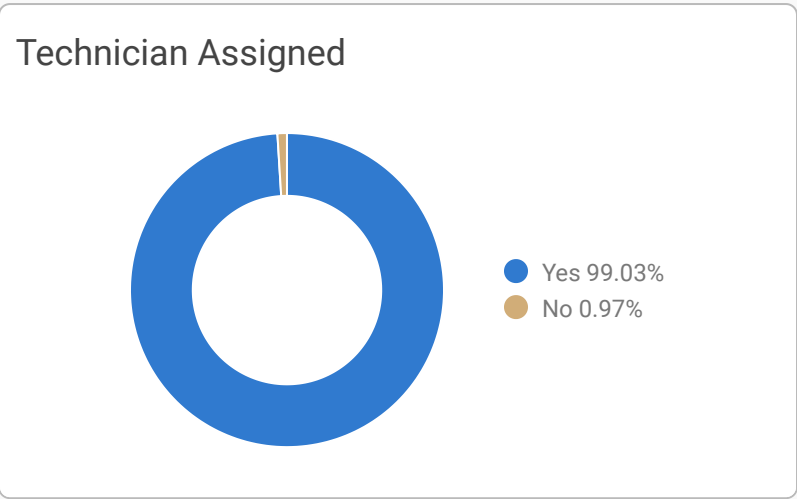
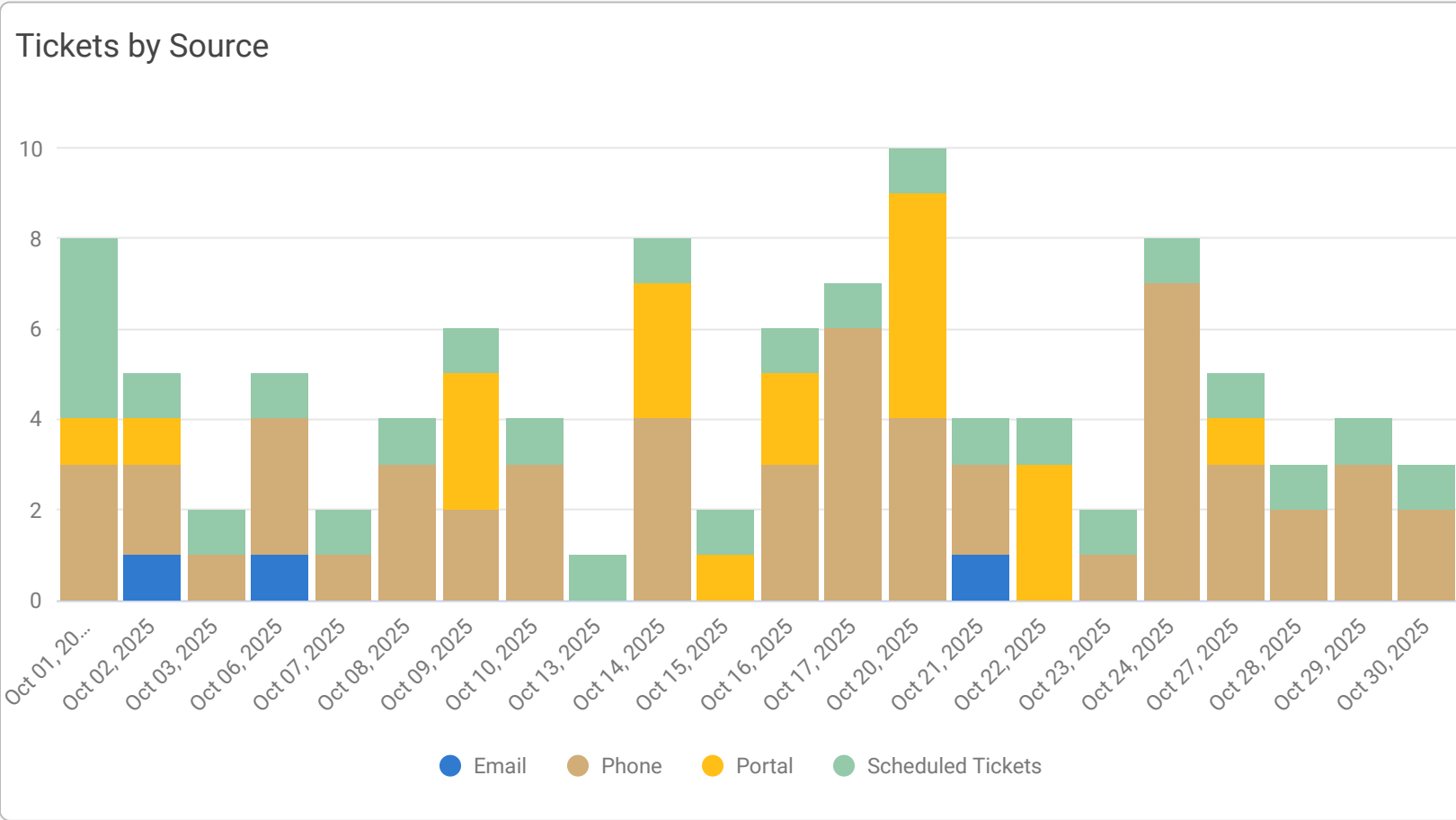
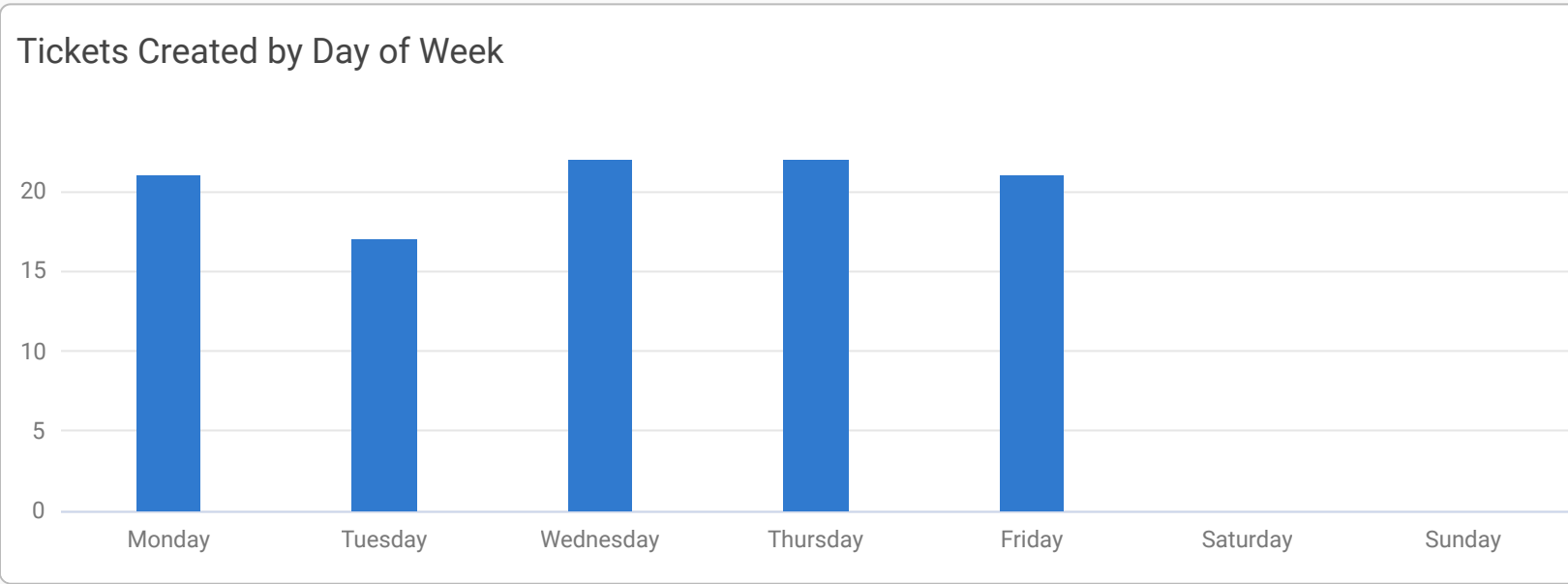
Average Duration (hours)

16.83

Total Time Entry Duration (hours)

3.25

	Tag Name	Number of Tags ▾
1	Security / Security Alerts and Threats	22
2	System / Windows / Login - Password Reset	12
3	Network / Onboarding - Offboarding User	8
4	Network / Internet and Phone Connectivity Issues	6
5	Hardware / Equipment orders and installations	5
6	Hardware / Damaged - Faulty	4
7	Network / Accessibility	4
8	Application / Application usability & setup	4
9	Network / Remote Access \u0026 Permissions	3
10	Printer / Printing Usage & Setup	3
11	System / Windows / User Account Creation and Setup	3
12	Security / Ads and Pop-ups Blocking	2
13	Application / Application usability & setup	2
14	Application / Application usability & setup	2
15	Network / Configuration Change	2
16	Network / Remote Access & Permissions	2
17	Monitor / Display Issues \u0026 Setup	2
18	Hardware / New Hardware - Retire Hardware	1
19	Monitor / Display Issues \u0026 Setup	1
20	Application / Application usability & setup	1
21	Application / Access & Permissions	1
22	Application / Access & Permissions	1
23	Application / Access \u0026 Permissions	1
24	Application / Email Management, Delivery and Settings	1
25	Application / Install - Uninstall - Update	1
26	Application / Office 365	1
27	Application / Printing usage & setup	1
28	Storage / OneDrive and Cloud Storage	1
29	Printer / Printing Usage \u0026 Setup	1
30	Scanner / Scanning Usage \u0026 Setup	1
31	Printer / Printing Usage & Setup	1



Technician overview

Date Filter is from 2025/10/01 until 2025/10/31 Ticket Status is not Merged

Number of tickets

103

Total Ticket Duration (hours)

1,682.81

Average Ticket Duration (hours)

16.83

12.78

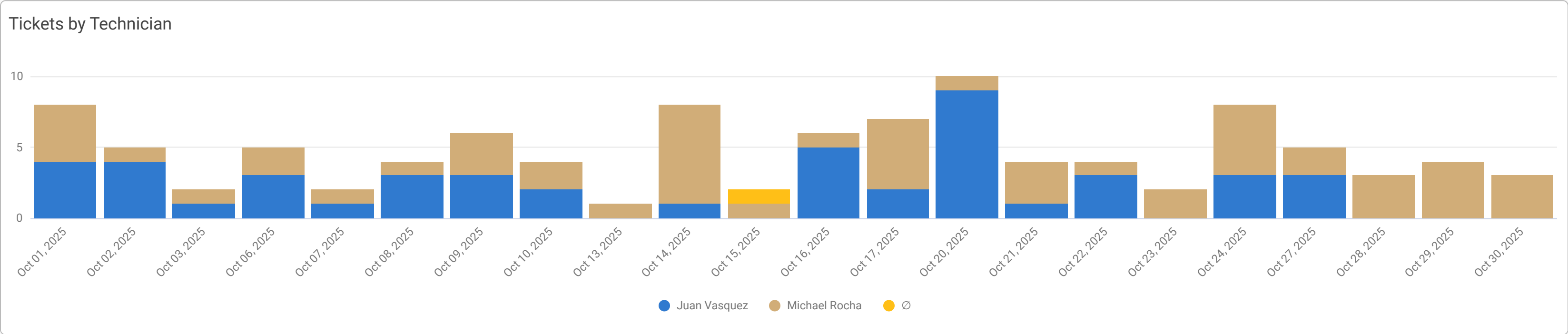
Average First Response Time (h...

16.83

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	54	713.00	13.45	11.75	0	0	0	0
2	Juan Vasquez	48	969.59	21.08	14.27	0	0	0	0
3	∅	1	0.22	0.22	0.22	0	0	0	0



Occupancy  1 Day 

...

Traffic

In 8,183
↑ 27% from last 32 days

Out 8,053
↑ 27% from last 32 days



Net Cumulative Occupancy

Peak 101
↑ 146% from last 32 days



A All Users

Add comparison +

Custom

Oct 1 – Oct 31, 2025

▼

Reports snapshot

Active users

6.2K

New users

5.2K

Average engagement time per active user

56s

Event count

57K

Top pages/screens

PAGE TITLE AND SCREEN CLASS	VIEWS	ACTIVE USERS	EVENT COUNT	BOUNCE RATE
Home City of Mercedes	9.7K	2.7K	22K	36.3%
Job Opportunities City of Mercedes	1K	551	3.4K	16.8%
Utility Connections City of Mercedes	987	592	3K	20.9%
Not Found 404 City of Mercedes	972	893	3.8K	72.2%
Employment Application - City of Mercedes	895	101	3K	19.4%
Events City of Mercedes	422	167	1.1K	31.4%
Search City of Mercedes	381	220	1.2K	11.4%

View pages and screens

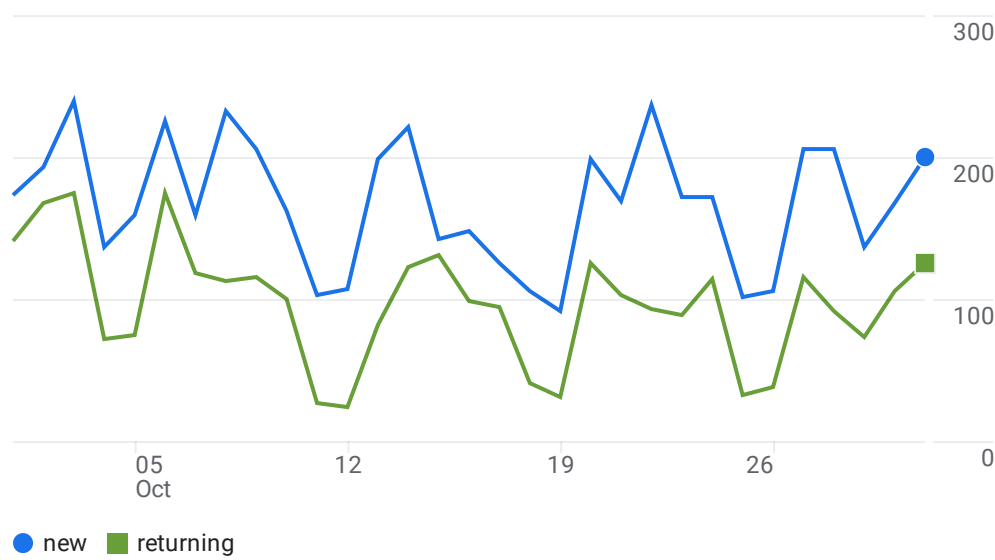
Active users by
First user source / medium

FIRST USER SOURCE / ME...	ACTIVE USERS
(direct) / (none)	3.2K
google / organic	2.6K
bing / organic	238
yahoo / organic	53
m.facebook.com / referral	42
duckduckgo / organic	12
l.facebook.com / referral	9

Sessions by Session source / medium

SESSION SOURCE / MEDIUM	SESSIONS
google / organic	5.3K
(direct) / (none)	4.6K
bing / organic	388
yahoo / organic	181
chatgpt.com / referral	142
mail.google.com / referral	109
ghdb2ccacpvulcanadmin.b2clogin.c...	59

New vs Returning users



Active users by City

CITY	ACTIVE USERS
Dallas	751
Lanzhou	659
Mercedes	654
Singapore	449
Austin	435
Weslaco	348
McAllen	244

View cities

Active users by Audience name

AUDIENCE NAME	ACTIVE USERS
All Users	6.2K

View audiences

DEPARTMENT: Mercedes Recreation Center

MONTHLY REPORT: October 2025

Report Summary:

This report tracks membership, programs and project activities for the Recreation Center for the month.

Registration for membership conducted year-round:

Fall Program: **Registrations start date Aug. 1, 2025**

Fall Program: **Aug. 2025 - May 2026**

After-school At Risk Programs - Weekly Program Mon. - Fri. 3:30pm - 6:00pm

Summer Program: **June & July 2026** - Registration start date May 1, 2026

Summer Program - Weekly Program Mon. - Thurs. 8:00am - 5:00pm

Mercedes Recreation Center Program Registration Numbers: **October**

• After-School Membership Registration	55
• Membership Daily Attendance	30 - 40
• Adult League Registration	Pending
• Youth Volleyball Leagues Registration	110
○ Mercedes 110 / Donna 60 / La Feria 40	
○ Total League Participation	200
• Youth Flag Football League Registration	9/29/25 Start
	10/24/25 Deadline

Mid-Valley Inter-League Play: La Feria / Donna / Mercedes

Rec Staff Training & Meetings:

- **Meeting w/ Recreational Leaders - Fall Program**
 - Staff Training:
 - Staff Work Schedule Revised 10/7
 - Youth Volley League Coverage 10/14

Projects/Maintenance Work Orders & Special Task:

- **Meeting w/ Parks Director - Armando Villela**
 - Field Rental/Use "Concern Meeting" 10/9
 - Meeting w/ ACM Jonas Gonzalez
 - Rec Roof Pre-Bid Meeting 10/16
 - Llano Grande Resort - Mercedes Golf Tournament
Meeting w/ Mercedes Dome (Pending)
- **Public Works - Work Order submitted:**
 - Dome Facility**
 - Ice Machine
 - Jeans Restaurant 10/3
 - Rec Facility**
 - Gym AC Filter 10/29
 - Pool Facility**
 - Chlorinator seal Pump #1 10/2
 - Pump PVC Motor #3 10/15
 - Chlorinator Dials #1 & #2 10/22
- **Rec & Dome Center - AC Units:**
 - Dome - L&S AIR 10/15
 - Rec A/C Filters 10/30
 - Dome A/C Filters 10/31

Swimming Pool Projects/Maintenance:

- **Mercedes Public Pool - Public Hours - Pool Rental - Swimming Lessons**
 - Closed for the season / Pool Weekly Maintenance - Lee Puckett
- **Swimming Pool Maintenance - Daily/Monthly Equipment Inspections**
 - Facility maintenance - pool vacuuming, netting & clean skimmers - **Daily**
 - Motor & filter pumps inspection - **Daily**
 - Test pool water levels - **Daily** / Leslie's Pool water testing - **Weekly**
 - Inspection - pumps, check valves, chlorinators, gauges & filters - **Daily**
 - Backwash filters - **Monthly**
 - Facility landscaping / grass cutting / chemical room inventory - **Monthly**
 - Pool filters - disassembled & cleaned - **Quarterly**

Community:

- **RGV FOOD BANK**
 - October RGV Food-Drive City of Mercedes Dome Site 10/8
- **Dome Shelter**
 - Jonas Gonzalez - ACM
 - Dome Program Overview & Visit 10/1
 - Brian Hathorn Fire Marshall / Ruben Gutierrez Jr. Asst Fire Marshall
 - Dome Fire Inspection & Occupancy 10/2
- **City of Mercedes**
 - City Commission Meeting - Tues. 10/7
 - Department Head Meeting - Wed. 10/8
 - Halloween Block Party Meeting - Thurs. 10/9
 - Concern Meeting Fields - Thurs. 10/9
 - Commission Meeting - Tues. 10/21
 - Department Head Meeting - Fri. 10/24
 - Halloween Black Party Event Thurs. 10/30
 - Recreation Center Halloween Event – Members 10/31

Fall After-School Program:

- **Registration Information**

- October Program: Location 1202 N. Vermont
- Mon. - Fri. 3:30pm - 6pm Monthly Fee: \$25.00 per

Youth Leagues:

- **Volleyball League**

- Season Play Monday - Thursday / League Play Starts 10/13
- 4 Divisions: 5/6 (La Feria) - 7/8 (Donna) - 9/10 (Mercedes) - 11/12 (Mercedes)
- 22 Teams - Mercedes / Donna / La Feria (**Inter-League Play**)

- **Flag Football**

- Registration 9/29 - 10/24
- 4 Divisions: 5/6 - 7/8 - 9/10 - 11/12
- Mercedes / Donna / La Feria (**Inter-League Play**)

Out-Reach Programs:

- **Denise Adame Nutrition Program - Meals**

- Inspection Site & Survey Forms Visit 10/7
- Program Start - 10/27

- **Foster Grandparent Senior Corps Program**

- Assist with Supervision/Mentor & Tutoring
- 2 Volunteer Foster Grandparents
- Monday - Friday 1:30pm - 6:00pm
- Jorge Gutierrez meeting 10/16 & 10/29

- **Out-reach Program Meetings**

- Behavioral Health Solutions 10/1
 - Weekly Youth Program - Start 10/8
 - Wednesdays - Sessions at Dome Center
- American Legion Auxiliary - Yolanda Garcia 10/20
 - Partnership w/ Rec Center to assist w/events

Recreation Center Programs:

- Programs Attendance: **October**

<u>Program/Activites Desciption</u>	<u>Week 1</u>	<u>Week 2</u>	<u>Week 3</u>	<u>Week 4</u>	<u>Total</u>
Membership Daily Attendance	98	98	124	125	445
Nutrition Food Program Meals	N/A	N/A	124	125	445
Game-room	40	40	30	27	137
Computers	35	24	40	35	134
PS4 Room	35	29	45	35	144
Arts & Crafts	28	20	25	40	113
Sports & Fitness / Out-door Activities	58	65	104	85	312
Homework Hour / Tutoring 3:30pm - 4:30pm	20	15	20	20	75
Out-reach Programs	10	10	10	15	45
Youth Leagues - Practices/Games	110/NA	80/160	55/320	55/160	300/640
Adult Leagues - Games					

Mission Statement

Mercedes Recreation Center, in conjunction with the City of Mercedes, is responsible for the development and implementation of youth programs for youth that reside in the City of Mercedes. The Recreation Center is a Non-Profit Organization for Youth age 6 to 18, which are targeted for programs that will increase pro-social behavior. These programs include recreation activities, community service events/projects, youth leadership programs and cultural events.

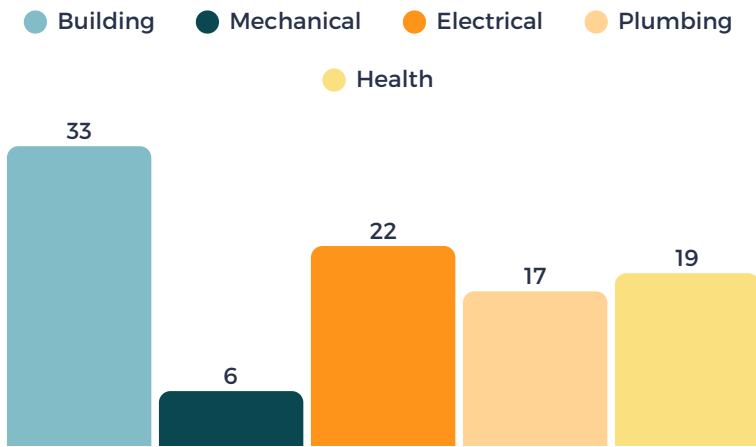
Mercedes Recreation Center

“Impacting the youth in our community”

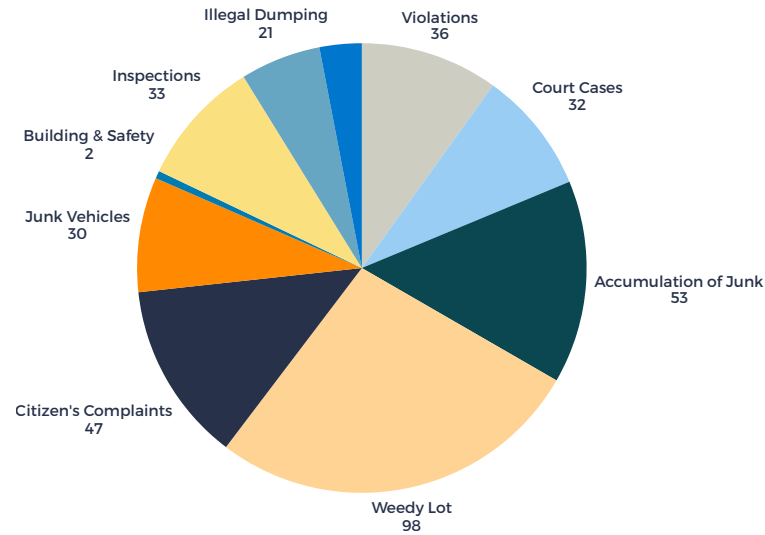


Department Activity (OCTOBER 2025)

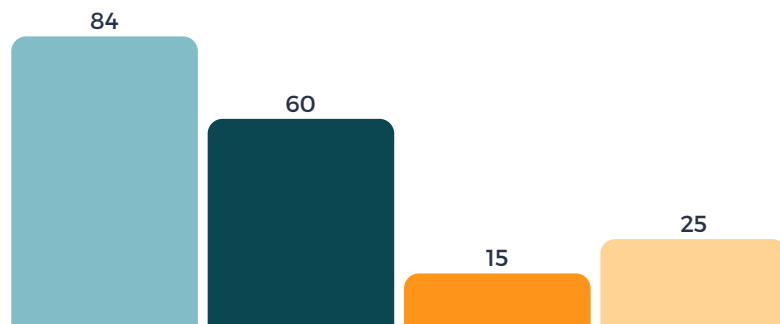
Permits Issued



Code Enforcement Activity (October 2025)

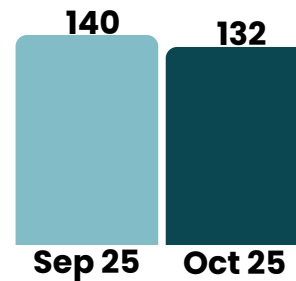


Permits Issued (Continued)

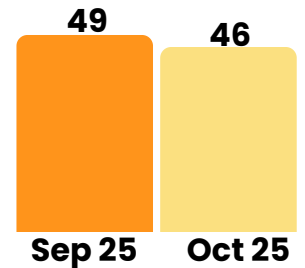


*includes both new and renewal licenses

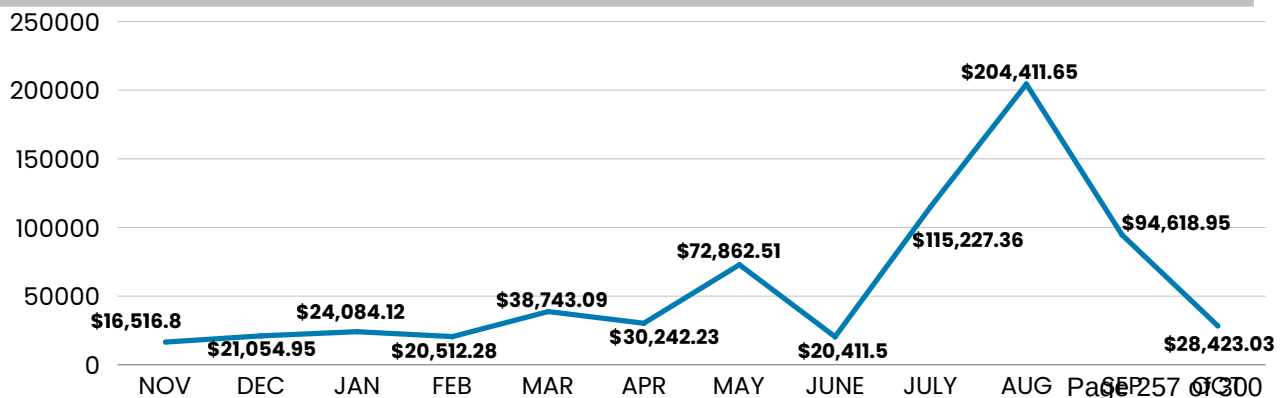
Building Inspections



Plan Reviews



Department Revenue



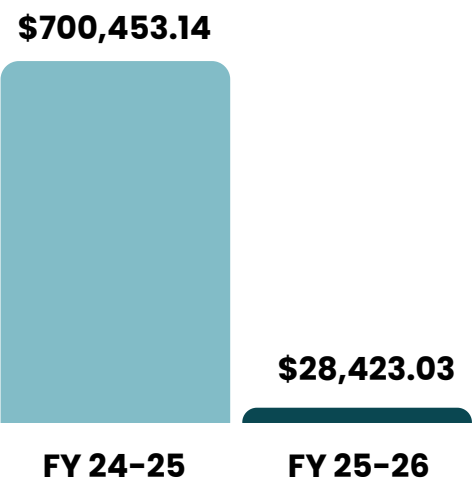
Activity (FY 24-25 VS YTD)

Permits Issued

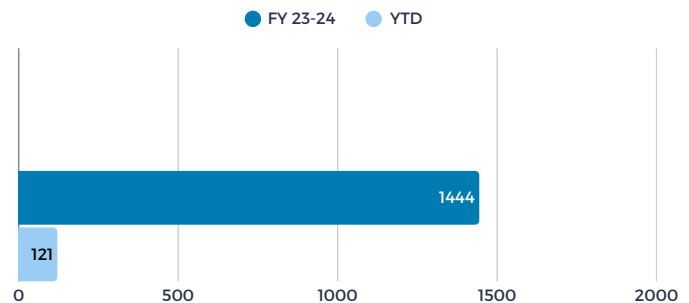
	FY 24-25	YTD
New Residential Construction	61	5
Commercial Construction	18	0
Other Permits	1,365	116

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

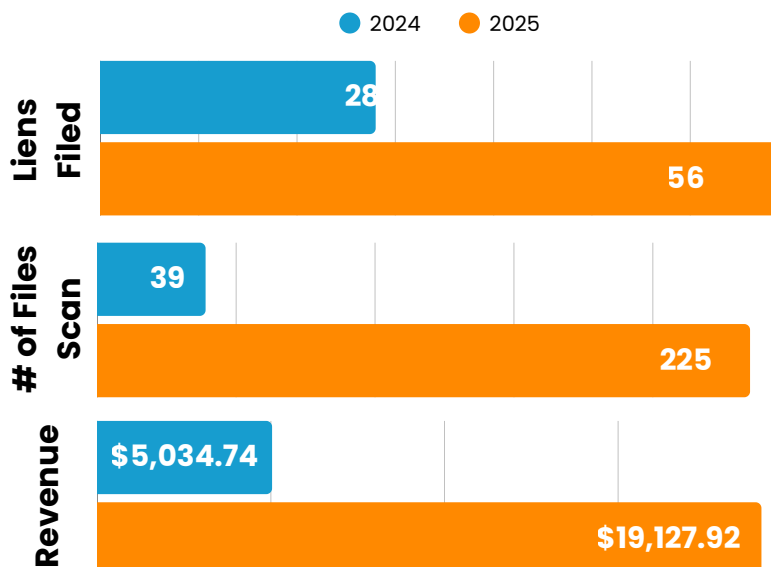
Revenue



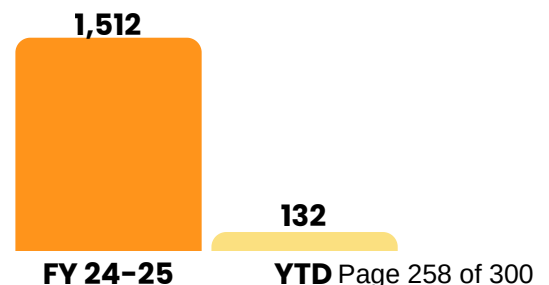
Total of Permits Issued



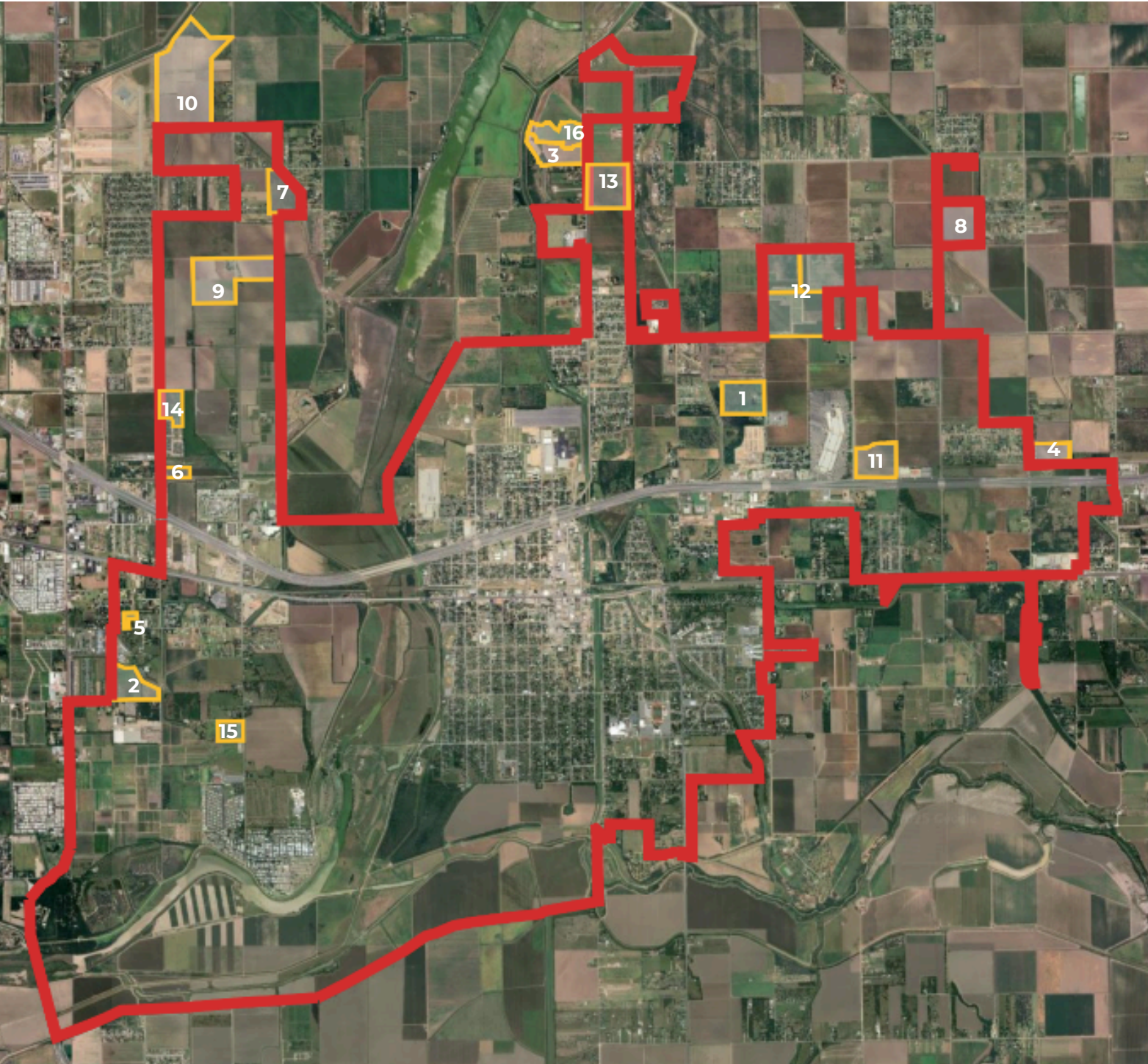
Weedy Lots



Building Inspections



SUBDIVISIONS



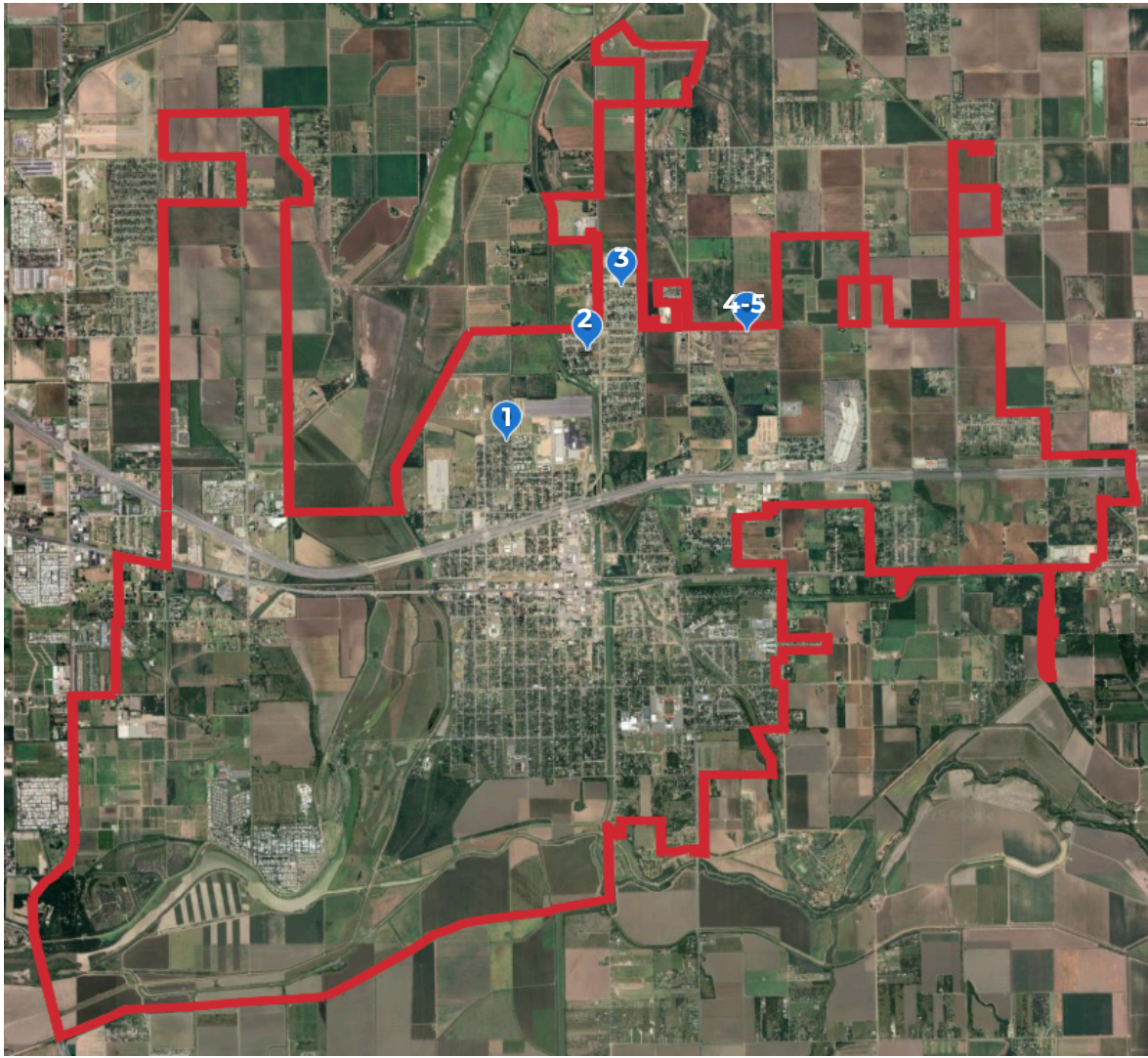
SUBDIVISIONS

	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 & Town Houses
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
4	Mirasol Country Estates	East Side of Mile 2 1/2 East and North of Expwy	59	19	Under Construction	Single Family
5	Camino Heights	S Mile 2 1/2 W and Camino Real Viejo	2.93	22	Waiting for the Irrigation District Approval	Single Family
6	Red Stone	Mile 2 1/2 and north of Expressway 83	6.0	28	Obtain Preliminary Approval	Single Family
7	Las Cabanas	Mile 9 North and between Mile 2 W & Mile 1 1/2 W	24.90	73	Pre-Construction Stage, On Hold	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 1/2 W & Mile 2 W	127.44	332	Obtain Preliminary Approval, TIRZ Process	Single Family & Multi-Family
10	San Jacinto Estates No. 16	Mile 8 N and Mile 2 W	81.73	319	Obtain Preliminary Approval, TIRZ Process	Single Family

SUBDIVISIONS

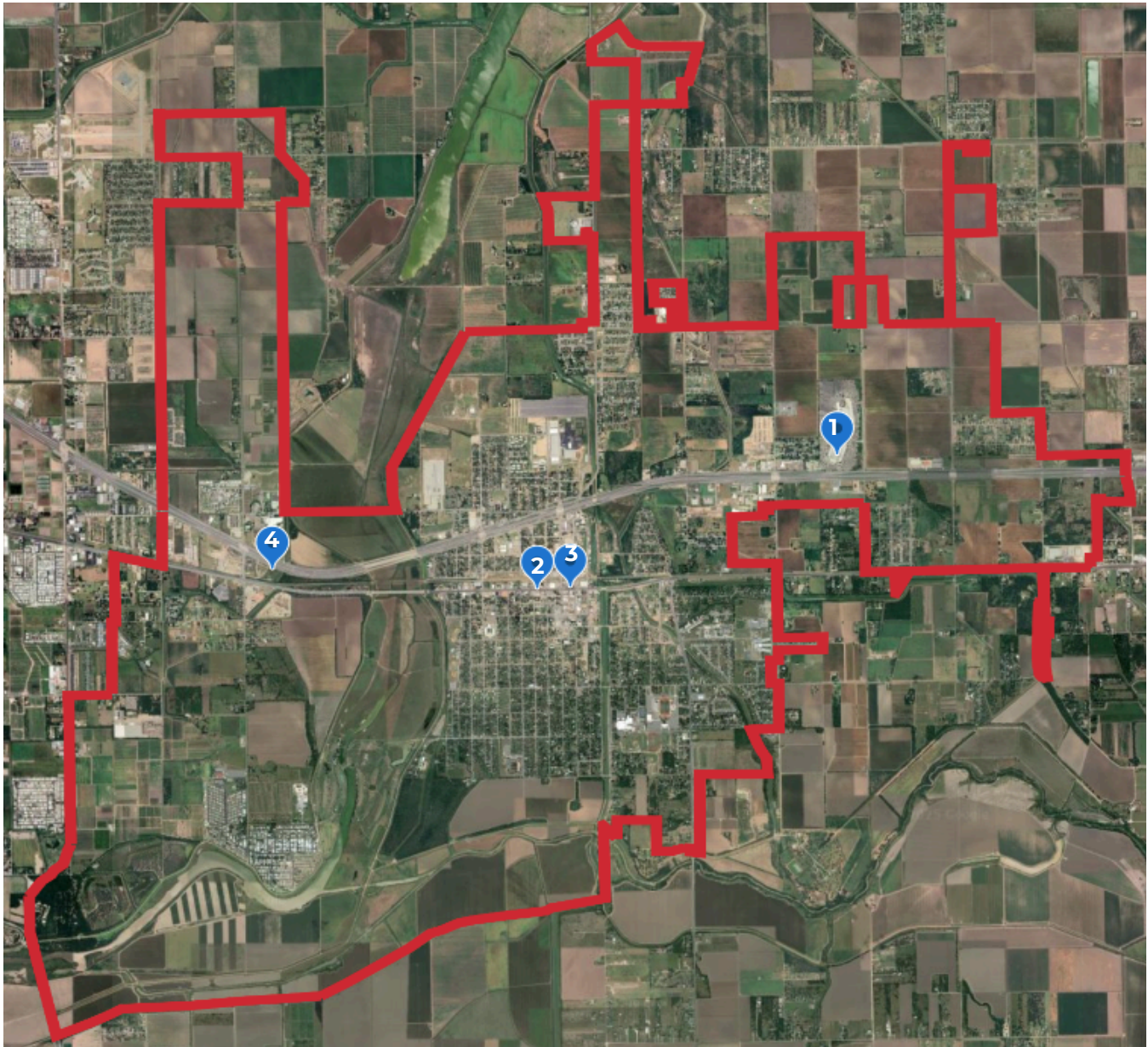
	Subdivision	Location	Acres	Number of lots	Status	Type
11	Shops at Mercedes Ph I	Hwy 83 Frontage next to the Outlets	30	7	Under Construction	Commercial
12	Corona De Cristo	Mile 8 N Rd and Mile 1 E Rd	126.83	530	TIRZ Process	Single Family & Multi-Family
13	Rodeo Estates	Mile 8 and Fm 491	40.00	211	Pre-Development	Single Family & Commercial
14	Villa Del Lago	Mile 2 ½ West and South of Mile 8 N	14.83	42	Waiting for Revised Plans	Multi-Family
15	Palladium Energy	Mile 2 West Road and North of Camino De Verdad Rd	10.56	2	Obtain Final Approval for Plat	Light Industrial
16	Los Prados Ph 2	2 Mile N of Exp 83 on FM 49. NW corner of Fm 491/Mile 9 North	16.238	84	Under Review	Single Family

NEW RESIDENTIAL CONSTRUCTION



	Project Address	Type	Sq Ft	Subdivision
1	1015 N Washington Ave	Single-Family	1,185	Garden Park
2	220 Pepe Ln	Single Family	1,185	Melton Park Estates
3	3815 N Mercedes Dr	Single Family	866	Mercedes Gardens
4	1513 Karianna Dr	Single Family	1,701	Valley Ranch Ph 2
5	1808 Karianna Dr	Single Family	1,379	Valley Ranch Ph 2

NEW COMMERCIAL CONSTRUCTION/BUSINESSES



	Business	Project Address	Type of Business	Status
1	Jurrassic Karts	5001 E Exp 83 Ste 800	Go Karts	Business License Issued
2	Sol studio	530 W 2 nd St	Hair and Nail Studio	Business License Issued
3	Eleven 04 Boutique	314 W 2 nd St	Retail	Business License Issued
4	Epic Deals	1950 W Exp 83	Retail	Pending Inspection

Health & Code Enforcement

Health & Code Enforcement Inspections, October

	October 2025
Code Compliance Inspections	323
Citations Issued	11
Health Inspections	31

Health Inspections Results, October 2025

Business Name	Business Type	Address	Pass/Fail
Besos y Carisias	Adult Daycare	520 W 2 nd St	Pass
Church's Fried Chicken	Restaurant	515 W 2 nd St	Pass
Dollar General	Store	2005 N FM 491	Pass
S&R		605 W 10 th St	Pass
First Coffee	Coffee Shop	704 N FM 491	Pass
Stripes	Store	3939 E Exp 83	Pass
Grande Pizza	Restaurant	5001 E Exp 83 St 350C	Pass
Delicious Concessions	Restaurant	5001 E Exp 83 Ste 68	Pass
Yi & Ye's Ice Cream	Restaurant	5001 E Exp 83 Ste 47	Pass
Churros Don Juan	Restaurant	5001 E Exp 83 Ste 2	Pass
Fu-De Bar & Grill	Resturant	5001 E Exp 83 Ste 600A	Pass
Asian Chao	Restaurant	5001 E Exp 83 St 350	Pass

Health & Code Enforcement

Health Inspections Results, October 2025

Business Name	Business Type	Address	Pass/Fail
Que Sabroso Sandwiches	Restaurant	5001 E Exp 83 Ste 350B	Pass
Romy's Ice Cream	Restaurant	5001 E Exp 83 Ste 407	Pass
Itibitz#2	Restaurant	5001 E Exp 83 Ste 21	Pass
Itibitz#1	Restaurant	5001 E Exp 83 Ste 15	Pass



Memo

To: Alberto Perez, City Manager
From: Marisol Vidales, Library Director & Historic Preservation Officer
CC: Jonas Gonzalez, Assistant City Manager
Date: November 10, 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 October 2025.

Trainings

- Attended the Methodist Healthcare Ministries Convening and presented on a panel discussion. (10/01) – Michelle Muniz & Anthony Cardenas
- Attended a Rec Solutions training to prepare for the implementation to use for our programs and room reservations. (10/02) – Marisol Vidales & Michelle Muniz
- Project WILD Teacher Workshop to learn about nature programming for children and families. (10/13) – Briana Carrillo
- Attended the annual Texas Municipal League 113th conference & exhibition in Fort Worth. (10/28-10/31) – Marisol Vidales
- Staff started completing the Cyber Security Training set up by IT Department. (10/27-10/31) – Michelle Muniz, Kathy Suarez, Frank Rivas, Tristan Garza

Events/Programming

Adult Programming

- Spanish Class by Kathy Suarez (10/01 – 3 students; 10/15 - 1 student)
- Adult Craft – Painted Pots (10/03 – 2 adults)

- Crochet Club (10/07 – 6 adults; 10/08 - 6 adults; 10/21 – 5 adults)
- Besos Y Caricias (10/15 – 25 adults)
- Delta Independent Living (10/21 – 19 adults)
- Mini Bookshelf Craft (10/16 – 7 adults)

Teen Programming

- Mini Bookshelf Craft (10/16 – 3 Teens)
- Teen Movie Night (10/29 – 1 Teen & 5 adults)

Children Programming

- Children's Painting Classes (10/08 – 1 child)
- Craft Day with BHSST (10/14 – 16 children & 13 adults)
- Reading with Royalty (10/15 – 18 children & 15 adults)
- Hand in Nature (10/23 @ 10:30 – 3 children & 2 adults; @ 5:30 – 4 children & 2 adults)

Toddler Programming

- Early Learning Workshop for Caregivers & Toddlers (10/06 – 6 toddlers & 4 adults; 10/07 – 6 toddlers & 5 adults; 10/08 – 6 toddlers & 5 adults; 10/09 – 6 toddlers & 4 adults; 10/10 – 11 toddlers & 8 adults)

General Programming

- Willie Wonka Day (10/01 – 12 attendees)
- Noche de NASA by Dr. Samuel Garcia (10/09 – 7 children & 4 adults)

Outreach

- Travis Elementary Career Day (10/16 – 541 students & 30 adults) – Frank Rivas & Michelle Muniz
- UMOs Storytime & Craft (10/31 – 15 students & 9 adults) – Briana Carrillo
- Bibleville in Alamo Digital Navigator Outreach (10/17 – 7 adults) – Anthony Cardenas, Tristan Garza, & Isaiah Ramirez
- Spooky Science Fest at Estero Llano Grande State Park (10/25 – 324 children & 270 adults) – Isabel Mendoza & Briana Carrillo

Events

- Food Distribution (10/08) – Josefina Mancias

- Colegio Jacinto Trevino (10/18 – 101 attendance)
- Nightmare on Ohio Street (10/30 – 2,004 attendees)

Café

- 81 visits, 71 items sold, \$316.48 in sales (10/01 – 10/03)
- 101 visits, 94 items sold, \$381.45 in sales (10/06 – 10/10)
- 99 visits, 86 items sold, \$364.39 in sales (10/13 – 10/17)
- 132 visits, 81 items were sold, \$382.48 in sales (10/20 – 10/24)
- 168 visits, 112 items were sold, \$550.46 in sales (10/27 – 10/31)
 - Total sales \$2,001.39 and 445 items sold

Marketing

- Created 127 social media posts for the library & 2 for the City
- Designed 20 original flyers
- Updated the website 17 times
- Published 2 cloudLibrary shelves: Battle of the Books & Spooky Reads
- Adult Book Display: Banned Books
- Insignia Shelves: Frightening Thrillers

Highlight of the Month

Digital Navigator, Anthony Cardenas, participated on a Digital Equity Panel at the Methodist Healthcare Ministries Convening and spoke about the library's continuing work on bridging the digital divide. Participated in the Nightmare on Ohio Street event and had 2,004 people at the library during the event.

Dr. Hector P. Garcia Memorial Library Statistical Report

Oct-25

Circulation	2025	2024
Check-Outs & Renewals:	517	482
Year to Date Total:	517	482
In-House Book Circulation:	112	84
Year to Date Total:	112	84
In-House Magazine Circulation:	12	29
Year to Date Total:	12	29
In-House Newspaper Circulation:	22	30
Year to Date Total:	22	30
New Borrowers:	28	16
Year to Date Total:	28	16

Book & Media Donations	2025	2024
Donations Received:	66	2
Year to Date Total:	66	2
Donations Selected:	6	2
Year to Date Total:	6	2

Computer Sessions	2025	2024
Adult Lab Sessions:	889	414
Year to Date Total:	889	414
Juvenile Lab Sessions:	84	114
Year to Date Total:	84	114
WiFi:	2,108	1,658
Year to Date Total:	2,108	1,658

Assistance	2025	2024
Reference:	230	200
Year to Date Total:	230	200
Directional:	379	298
Year to Date Total:	379	298

Meeting Room Sessions	2025	2024
Sessions:	51	73
Year to Date Total:	51	73

Digital Resources	2025	2024
cloudLibrary Checkouts:	281	140
Year to Date Total:	281	140
NewsStand Checkouts:	297	309
Year to Date Total:	297	309
Biblio+ Views:	82	105
Year to Date Total:	82	105

Library Service	2025	2024
Fax Assistance:	55	52
Year to Date Total:	55	52
Copy Assistance:	113	44
Year to Date Total:	113	44
Scan Assistance:	13	3
Year to Date Total:	13	3
Print Outs:	1,995	1,914
Year to Date Total:	1,995	1,914
3-D Printing:	3	0
Year to Date Total:	3	0
Notary:	11	0
Year to Date Total:	11	0

Technical Services	2025	2024
New Items Added:	82	132
Year to Date Total:	82	132
Items Processed:	20	76
Year to Date Total:	20	76
Items Withdrawn:	3,847	0
Year to Date Total:	3,847	0
Items Recataloged:	0	64
Year to Date Total:	0	64
Items Repaired:	2	2
Year to Date Total:	2	2

Interlibrary Loans (ILL's)	2025	2024
Items Requested:	26	78
Year to Date Total:	26	78
Items Sent:	13	59
Year to Date Total:	13	59

Dr. Hector P. Garcia Memorial Library Statistical Report

Oct-25

Adult Programming	2025	2024
Adult Events:	9	9
Year to Date Total:	9	9
Adults in Attendance:	74	82
Year to Date Total:	74	82

Teen Programming	2025	2024
Teen Events:	2	2
Year to Date Total:	2	2
Teens in Attendance:	4	10
Year to Date Total:	4	10

Children's Programming	2025	2024
Children Events:	5	4
Year to Date Total:	5	4
Children in Attendance:	42	12
Year to Date Total:	42	12
Adults in Attendance:	32	7
Year to Date Total:	32	7

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

Family Place	2025	2024
Early Learning Space Total:	108	0
Year to Date Total:	108	0
Workshop Toddler in Attendance:	35	0
Year to Date Total:	35	0
Workshop Adults in Attendance:	26	0
Year to Date Total:	26	0

General Programming	2025	2024
Events:	2	2
Year to Date Total:	2	2
Total General Programing Attendance:	23	650
Year to Date Total:	23	650

Outreach Programming	2025	2024
Events:	4	3
Year to Date Total:	4	3
Toddlers in Attendance:	15	0
Year to Date Total:	15	0
Children in Attendance:	865	25
Year to Date Total:	865	25
Teens in Attendance:	0	0
Year to Date Total:	0	0
Adults in Attendance:	311	8
Year to Date Total:	311	8
General Attendance:	0	92
Year to Date Total:	0	92

SRP Stats	2025	2024
Children Events:	0	0
Children Attendance:	0	0
Adults Attendance:	0	0
Adult/Teen Events:	0	0
Teen Attendance:	0	0
Adult Attendance:	0	0
Adults Registered:	0	0
Teens Registered:	0	0
Children Registered:	0	0
Toddlers Registered:	0	0
Challenges Completed:	0	0
Badges Earned:	0	0
Reviews Submitted:	0	0
Books Read:	0	0

Beanstack Stats	2025	2024
Reviews Submitted:	0	0
Year to Date Total:	0	0
Books Read:	0	0
Year to Date Total:	0	0
Challenges Completed:	0	0
Year to Date Total:	0	0
Badges Earned:	0	0
Year to Date Total:	0	0

Volunteer Hours	2025	2024
Total:	185.25	205.75
Year to Date Total:	185.25	205.75

Dr. Hector P. Garcia Memorial Library Statistical Report

Oct-25

Curbside Services	2025	2024
Curbside Café:	0	0
Year to Date Total:	0	0
Curbside Circulation:	0	0
Year to Date Total:	0	0
Curbside Other Services:	0	0
Year to Date Total:	0	0

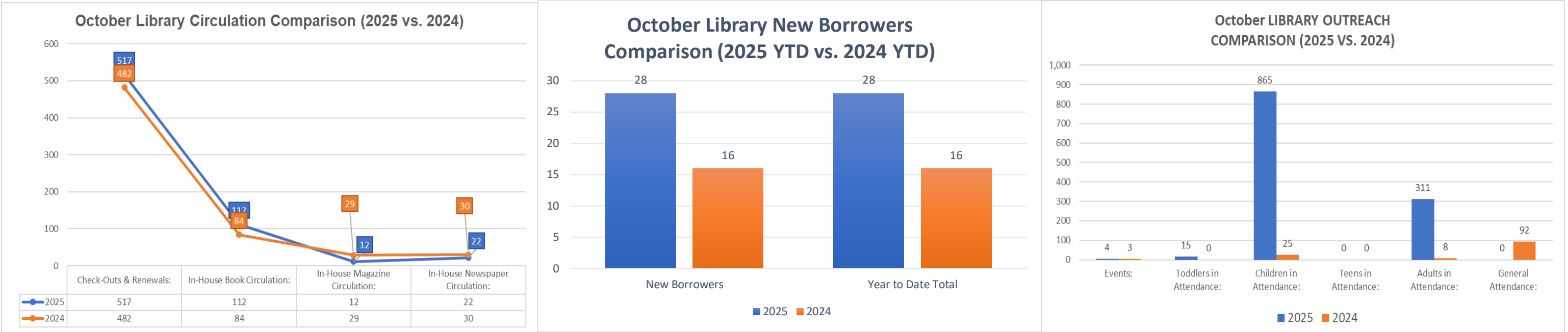
Library Visits	2025	2024
Visits:	5,246	3,650
Year to Date Total:	5,246	3,650

Café Visits	2025	2024
Visits:	562	311
Year to Date Total:	562	311

Café Sales	2025	2024
Net Sales:	\$ 1,851.54	\$ 1,832.86
Year to Date Total:	\$ 1,851.54	\$ 1,832.86
Sales Tax:	\$ 149.91	\$ 151.32
Year to Date Total:	\$ 149.91	\$ 151.32

Social Media	2025	2024
Library Posts:	127	141
Year to Date Total:	127	141
Library DMs:	0	4
Year to Date Total:	0	4
City Posts:	2	53
Year to Date Total:	2	53
City DMs:	0	17
Year to Date Total:	0	17
Videos Created:	0	0
Year to Date Total:	0	0
Website Updates:	17	2
Year to Date Total:	17	2
HCLS Posts:	0	3
Year to Date Total:	0	3
Flyers	20	13
Year to Date Total:	20	13
Facebook Followers:	0	0
Year to Date Total:	0	0
Instagram Followers:	0	0
Year to Date Total:	0	0

Digital Assistance	2025	2024
Walk-Ins:	160	0
Year to Date Total:	160	0
Appointment:	4	0
Year to Date Total:	4	0
Telephone:	3	0
Year to Date Total:	3	0
Outreach:	1	0
Year to Date Total:	1	0
Children in Attendance:	0	0
Year to Date Total:	0	0
Teen in Attendance:	0	0
Year to Date Total:	0	0
Adults in Attendance:	7	0
Year to Date Total:	7	0
Classes:	0	0
Year to Date Total:	0	0
Attendance:	0	0
Year to Date Total:	0	0



CITY OF MERCEDES
SALES TAX COMPARATIVE ANALYSIS
BY MONTH RECEIVED

FY 2024-2025

Recvd	Period	State Comptroller	EDC (25%)	Outlet Mall	Mth % Inc/Dec	City (75%)	Outlet Mall	Mth % Inc/Dec
Oct	Aug	712,624.17	138,975.89	39,180.15	-15.41%	492,801.46	41,666.67	-8.83%
Nov	Sept	677,399.29	134,275.74	35,074.08	-3.38%	466,382.80	41,666.67	-5.36%
		4,190,664.00	1,000,208.56	343,761.82	-34.87%	3,665,244.52	366,666.67	-35.42%

FY 2025-2026

State Comptroller	EDC (25%)	Outlet Mall	Mth % Inc/Dec	City (75%)	Outlet Mall	Mth % Inc/Dec
736,184.23	142,929.21	41,116.85	-13.01%	435,471.50	116,666.67	-19.44%
679,547.05	115,119.86	54,766.90	-19.46%	392,993.62	116,666.67	-9.75%
1,415,731.28	258,049.07	95,883.75	-85.54%	828,465.12	233,333.34	-87.30%

Yearly Total Sales Tax Comparison

	2024-2025	2025-2026	Yr % Inc/Dec
Oct	737,168.13	736,184.23	-0.13%
Nov	671,741.73	679,547.05	1.16%
	5,554,245.63	1,415,731.28	-74.51%

Yearly City Sales Tax Comparison

	2024-2025	2025-2026	Yr % Inc/Dec
Oct	552,876.10	552,138.17	-0.13%
Nov	503,806.30	509,660.29	1.16%
	4,165,684.24	1,061,798.46	-74.51%

BUDGET	4,249,414
% OF BUDGET	22.02%
TO EDC	2,124,707
Total Projection	6,374,122

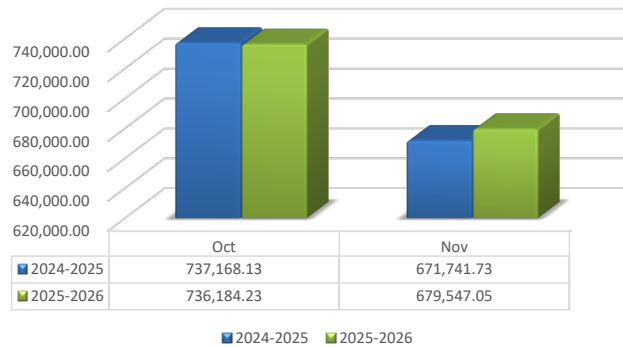
FY 24-25

Gain/(Loss) (4,138,514)

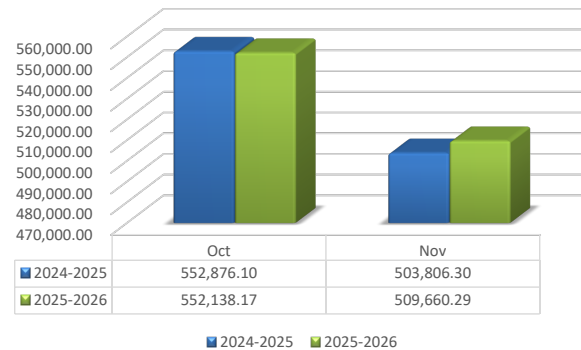
FY 24-25

Gain/(Loss) (3,103,886)

Total City Sales Tax Received



City Sales Tax after Contributions/Payouts



Note: Mth % Inc /Dec compared to prior month.

Note: Yr % Inc /Dec compared to prior year.

Note: Revenue generated 2 months prior receipt. Ex: Generated in Oct will be received Dec

Received	Generated	Received	Generated
October	August	April	February
November	September	May	March
December	October	June	April
January	November	July	May
February	December	August	June
March	January	September	July

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	TEXAS MUNICIPAL RET. SYST	PENSION PLAN PAYABLE	15,978.70
			PENSION PLAN PAYABLE	14,980.58
		DEVELOPMENT CORPORATION OF MERCEDES TEXAS NATIONAL BANK	OCTOBER2025 DEVELOPMENT CO	184,046.05
			FEDERAL W/H	13,921.84
			FEDERAL W/H	14,844.60
			FICA W/H	13,832.87
			FICA W/H	14,122.96
			3RD QT 2025 STATE COMPTROL	12,994.79
			TOTAL:	284,722.39
INFORMATION TECHNOLOGY	GENERAL FUND	LUCIDPOINT, INC	9589 LUCIDPOINT, INC	28,512.00
			TOTAL:	28,512.00
POLICE	GENERAL FUND	TEXAS MUNICIPAL RET. SYST	PENSION PLAN PAYABLE	12,706.31
			PENSION PLAN PAYABLE	12,501.55
		MOTOROLA SOLUTIONS, INC BLUECROSS AND BLUE SHIELD OF TEXAS	33621 MOTOROLA SOLUTION	44,687.02
			OCTOBER2025 BCBS	16,759.91
			SEPTEMBER2025 BCBS	14,487.81
			TOTAL:	101,142.60
FIRE DEPARTMENT	GENERAL FUND	BLUECROSS AND BLUE SHIELD OF TEXAS	OCTOBER2025 BCBS	12,834.54
			SEPTEMBER2025 BCBS	11,706.86
			TOTAL:	24,541.40
STREETS	GENERAL FUND	LCJ CONTRACTING LLC	1650 LINEAR FT OF 4FT WID	39,270.00
			TOTAL:	39,270.00
VEHICLE MAINTENANCE	GENERAL FUND	PAYNE WESLACO FORD DEERE CREDIT, IN BERT OGDEN FORD, INC	DOL 3/27/25 VIN#1861	15,376.50
			3077573 DEERE CREDIT, IN	38,413.24
			FOCS314139 BERT OGDEN FORD	13,154.79
			TOTAL:	66,944.53
LIBRARY	GENERAL FUND	ALAMO ENVIRONMENTAL, INC	INSTALL 33 FT 6IN HDPE PI	10,656.00
			REPLACE LIGHT FIXTURE	17,226.00
			TOTAL:	27,882.00
SANITATION DEPARTMENT	GENERAL FUND	WASTE CONNECTIONS OF TEXAS	2726772V113 WASTE CONNECTI	135,423.76
			TOTAL:	135,423.76
NON-DEPARTMENTAL	GENERAL FUND	TML INTERGOVERNMENTAL RISK	OCTOBER2025 TML INTERGOVER	26,132.14
			OCTOBER2025 TML INTERGOVER	14,682.36
			OCTOBER2025 TML INTERGOVER	168,543.95
			OCTOBER2025 TML INTERGOVER	38,515.40
		HIDALGO COUNTY APPRAISAL DISTRICT ESTRADA HINOJOSA & CO. INC. LOWER RIO GRANDE VALLEY DEVELOPMENT CO PERDUE, BRANDON, FIELDER, COLLINS & MO DEVELOPMENT CORPORATION OF MERCEDES LAW OF OF MARTIE GARCIA VELA, PC. SHOPS AT MERCEDES, LTD. EBERLE MATERIALS INC	4678 HIDALGO COUNTY APPRAI	25,788.50
			6400 ESTRADA HINOJOSA	10,000.00
			682025 LOWER RIO GRANDE VA	33,000.00
			15668 PERDUE, BRANDON, FIE	11,461.41
			88 DEVELOP. CORP. MERCEDES	10,416.67
			JULY2025 LAW OF OF MARTIE	24,401.00
			10012026 SHOPS AT MERCEDES	500,000.00
			02 EBERLE MATERIALS INC	128,862.00
			TOTAL:	991,803.43
WATER/SEWER TREATMENT	UTILITY FUND	TEXAS COMMISSION ON ENVIRONMENTAL QUAL U.S. WATER SERVICES CORPORATION	CWQ0080482 TEXAS COMMISSIO	28,290.43
			SI129238 U.S. WATER SERVIC	106,251.92
			SI129239 U.S. WATER SERVIC	108,351.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CB3 CONSULTANTS, LLC	117 CB3 CONSULTANTS, LLC	15,500.00
			120 CB3 CONSULTANTS, LLC	15,500.00
			TOTAL:	273,893.60
NON-DEPARTMENTAL	UTILITY FUND	TML INTERGOVERNMENTAL RISK	OCTOBER2025 TML INTERGOVER	107,965.13
			TOTAL:	107,965.13
TX FOREST SERVICE	SPECIAL REVENUE FU	US FIRE PUMP COMPANY, LLC	2026 FT1014-KENWORTH T480	499,291.80
			TOTAL:	499,291.80
2026 BORDER ZONE	SPECIAL REVENUE FU	ELLIFF MOTORS	TRAIKER; 25FT 5 GOOSENECK	16,400.00
		SAMES BASTROP CDJ, INC	2026 RAM 3500 WHITE 4X4 C	55,014.30
			VEHICLE OPTION AS BULT	13,850.00
		FYREBX	FYREBX T3 300 GALLON	21,150.00
			TOTAL:	106,414.30
EMERGENCY MEDICAL SERV	EMS FUND	ESO SOLUTIONS, INC	ESO-176482 ESO SOLUTIONS,	10,419.02
		HOWMEDICA OSTEONICS CORP.	9209673768 HOWMEDICA OSTEO	17,417.30
			TOTAL:	27,836.32
INVALID DEPARTMENT	SERIES 2024	MELDEN & HUNT INC	93235 MELDEN & HUNT INC	47,750.00
			TOTAL:	47,750.00

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===== FUND TOTALS =====
01  GENERAL FUND                1,700,242.11
02  UTILITY FUND                 381,858.73
07  SPECIAL REVENUE FUND        605,706.10
46  EMS FUND                     27,836.32
55  SERIES 2024                  47,750.00
-----
GRAND TOTAL:                    2,763,393.26
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TOTAL PAGES: 2

Mercedes Fire Department

October 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 EMS Incidents

Total Responses

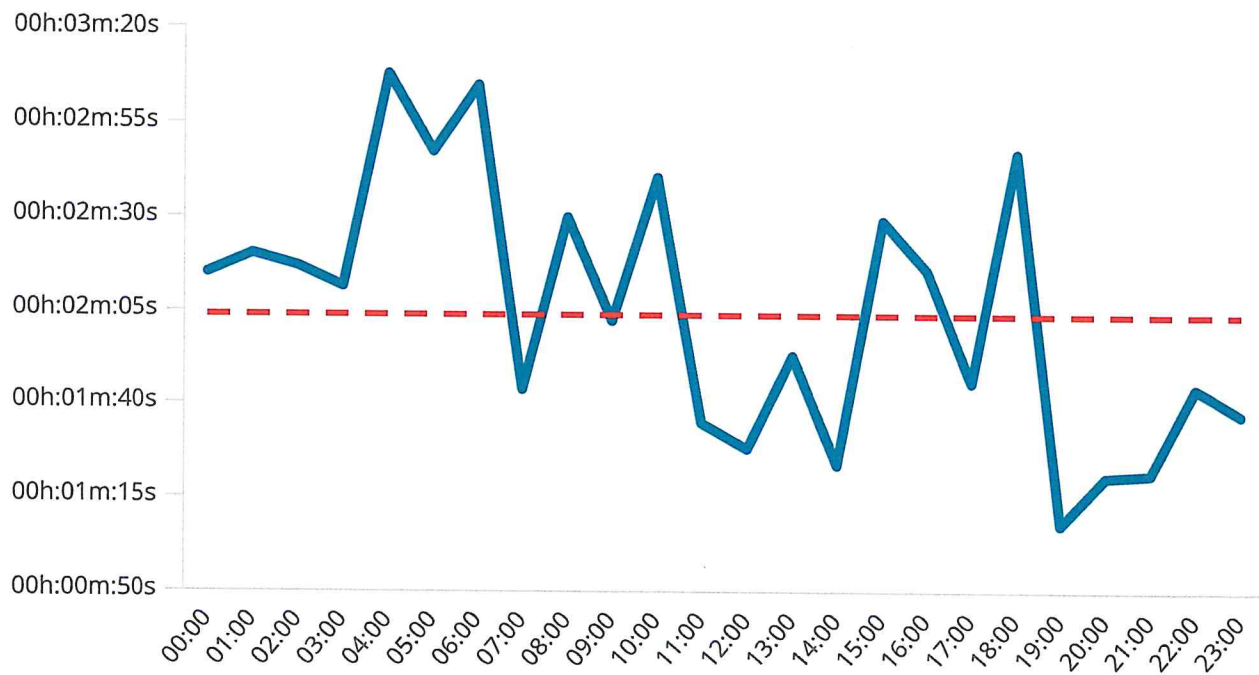
Total Responses
230

Average Chute Time

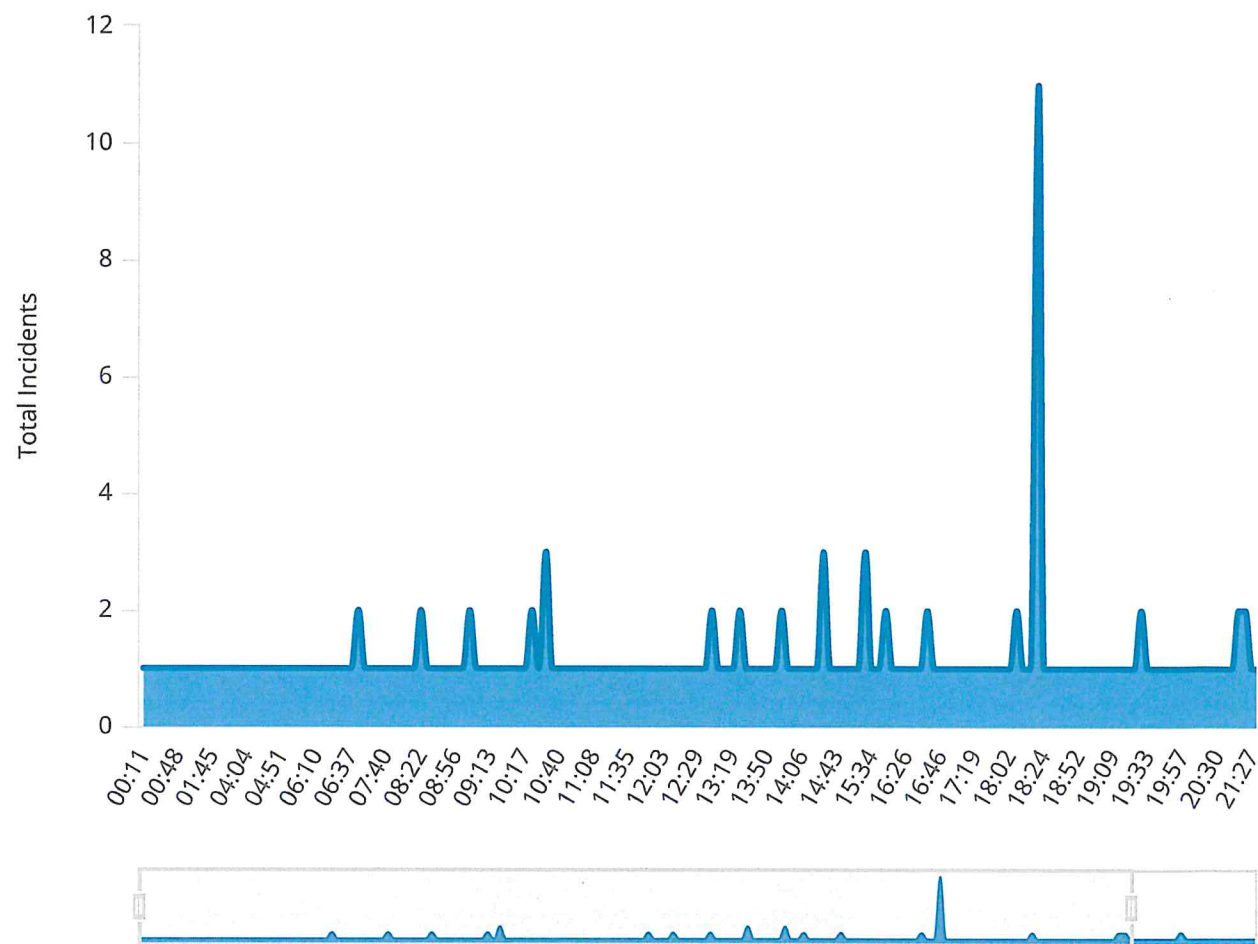
Average Chute Time
02m:03s

% Chute Time < 4min **91%**

Average Chute Time by Hour of Day



Call Volume by Hour



Aggregation of Total Incidents by Shift

Shift	Total Incidents	
	10/2025	
A Shift		81
B Shift		69
C Shift		79
Volunteers		1

Aggregation of Total Incidents by Unit Contribution

Unit	Contribution to Total Incidents	
	10/2025	Grand Total
E-1	1.74%	1.74%
MED-2	66.52%	66.52%
MED-4	31.74%	31.74%
Grand Total	100.00%	100.00%

2025 October

Mercedes Fire Incidents

Count of Total Fire Incidents

Count of Incidents

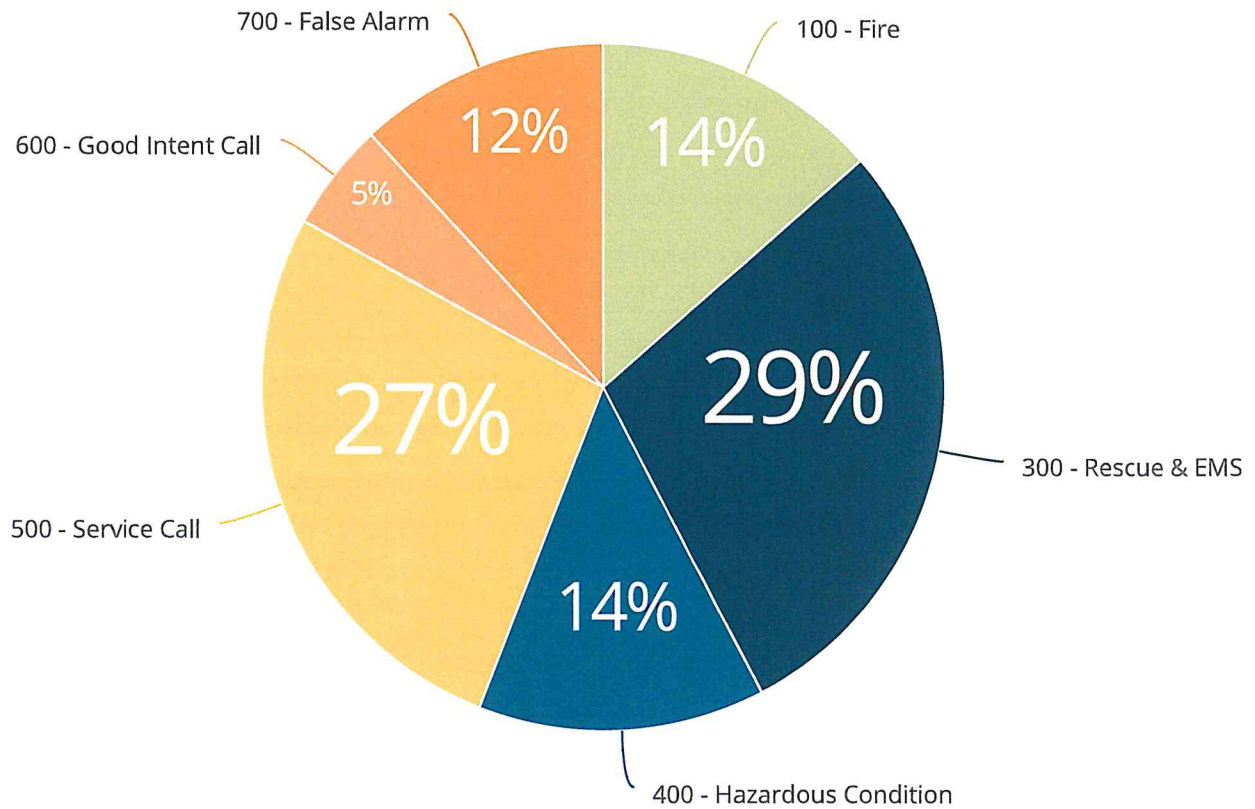
59

Average Dispatch to Arrival Time

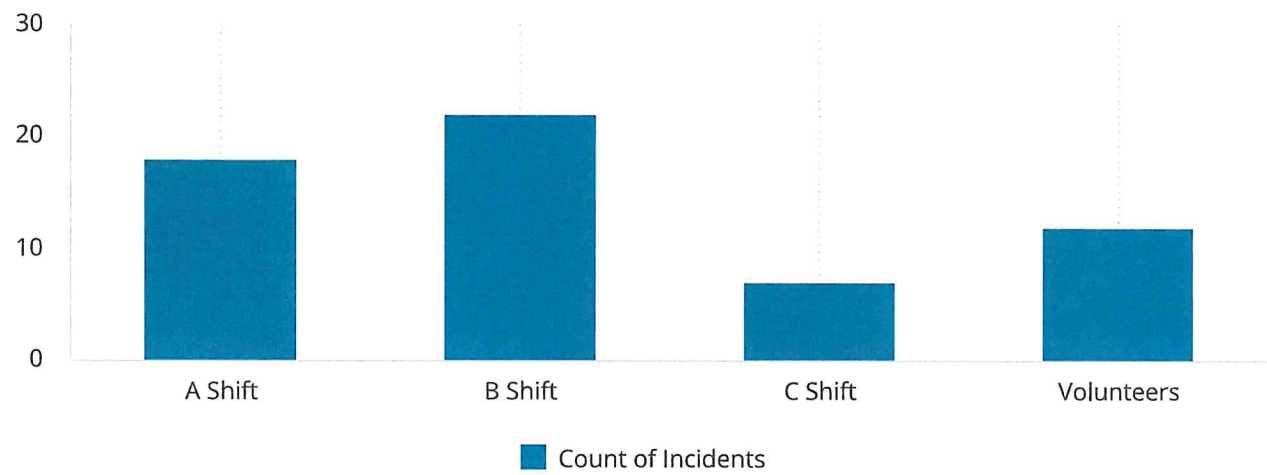
Average Response Time Alarm To Arrival

8m:6s

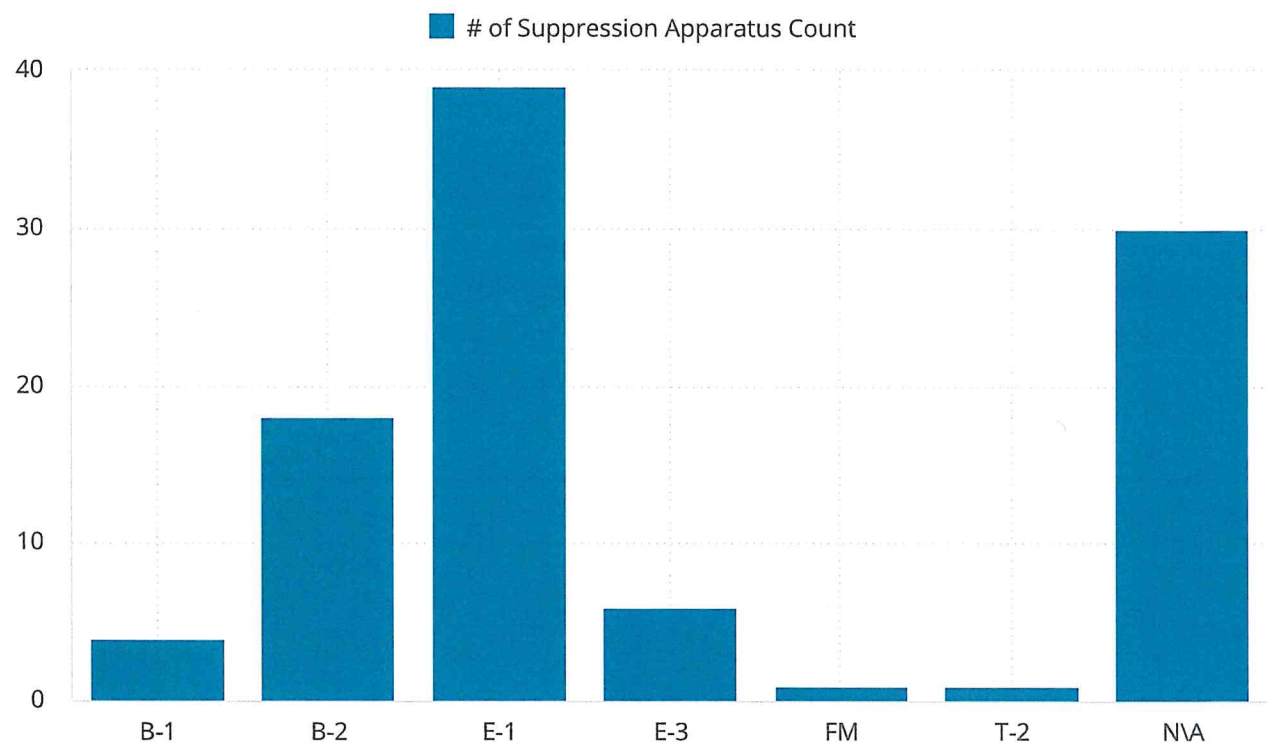
Percentage of Incident Type Group



Incident Count by Shift



Total Count Per Unit



Count of Incidents by Type

Incident Type	Count of Incidents
Animal problem, other	13
Arcing, shorted electrical equipment	1
Assist police or other governmental agency	1
Building fire	2
Building or structure weakened or collapsed	1
Dispatched & canceled en route	1
EMS call, excluding vehicle accident with injury	1
Emergency medical service incident, other	3
False alarm or false call, other	7
Fires in structure other than in a building	1
Gas leak (natural gas or LPG)	2
Hazardous condition, other	1
Heat from short circuit (wiring), defective/worn	1
Medical assist, assist EMS crew	4
Motor vehicle accident with injuries	4
Motor vehicle accident with no injuries.	3
No incident found on arrival at dispatch address	1
Off-road vehicle or heavy equipment fire	1
Outside rubbish fire, other	1
Outside rubbish, trash or waste fire	3
Power line down	2
Rescue, EMS incident, other	2
Service Call, other	1
Smoke scare, odor of smoke	1
Water or steam leak	1
Count of Incidents	59

**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	2	3	3	2			24
Minutes													
Reg./Special	1	2	2	2	3	3	2	3	3	2			23
Ordinances	2	2	2	2	5	0	5	5	8	4			35
Resolutions	4	2	6	0	2	2	2	1	5	3			27
Contracts	3	0	0	1	0	1	6	0	2	1			14
Bids	0	0	1	0	0	1	0	0	0	0			2
PERMITS													
Sound/Dance	4	3	1	3	6	12	3	5	5	3			45
TABC	0	0	0	2	0	1	0	1	1	0			5
VITAL STATISTICS													
Filling w. State	6	8	8	8	4	7	2	8	2				53
Issuing Birth	27	40	30	35	22	27	33	22	16	21			273
Issuing Death	4	4	3	1	1	0	0	1	1	4			19
RISK MANAGEMEN													
Vehicle Claims	2	2	4	3	2	1	3	1	0	1			19
Liability Claims	1	2	1	0	2	0	1	2	5	2			16
OPEN RECORDS													
Received	35	32	26	29	18	26	33	34	29	30			292
Responded	31	30	22	26	12	25	26	32	27	26			257
HUMAN RESOURCI													
New Hires	5	2	1	6	0	4	4	2	3				27
Resignations	5	1	1	0	6	2	8	5	8				36
Retirements	6	2	1	2	0	4	2	0	2				19
Workers Comp	0	1	2	2	1	0	0	5	1				12

Significant Comments:



Francisco J. Sanchez
Chief of Police

MERCEDES POLICE DEPARTMENT

300 S. Ohio Ave | Mercedes, Texas 78570 | (956) 565-3102 | Fax (956) 565-2583

October 1st – October 31st Report 2024 / 2025

ARREST BY OFFENSE

2024

2025

• AGGRAVATED ASSAULT /FAM VIOLENCE W/WEAPON CAUSING SERIOUS BODILY INJURY	1	0
• AGGRAVATED ASSAULT: (FAMILY VIOLENCE) WITH DEADLY WEAPON	1	1
• AGGRAVATED ASSAULT: WITH DEADLY WEAPON	2	0
• ASSAULT OF PREGNANT PERSON CAUSING BODILY INJURY	1	0
• ASSAULT: CAUSING BODILY INJURY	1	0
• ASSAULT: CAUSING BODILY INJURY ON POLICE OFFICER	1	0
• ASSAULT: CAUSING BODILY INJURY (FAMILY VIOLENCE)	0	8
• ASSAULT: CAUSING PHYSICAL CONTACT (FAMILY VIOLENCE)	1	0
• ASSAULT: (CLASS C) FAMILY VIOLENCE	0	1
• ASSAULT: IMPEDE BREATH/CIRCULATION (FAMILY VIOLENCE)	1	0
• BURGLARY OF A BUILDING	0	1
• CREDIT CARD OR DEBIT CARD ABUSE	1	0
• CRIMINAL ATTEMPT-THEFT<\$100	0	1
• CRIMINAL MISCHIEF>=\$750<\$2500	2	0
• CRIMINAL MISCHIEF>=\$2500<\$30K	1	0
• CRIMINAL TRESPASS	0	4
• CRUELTY TO NON-LIVESTOCK ANIMALS: FAIL TO PROVIDE W/2 CONV	1	0
• DETAINED	0	1
• DISORDERLY CONDUCT	2	0
• DISORDERLY CONDUCT: ABUSIVE LANGUAGE IN PUBLIC PLACE	0	2
• DISORDERLY CONDUCT: OFFENSIVE GESTURE OR DISPLAY/PUBLIC PLACE	0	1
• DRIVING WHILE INTOXICATED	2	0
• EMERGENCY DETENTION OF MENTALLY ILL PERSON	0	1
• EVADING ARREST DETENTION W/VEHICLE	1	0
• HARASSMENT	0	2
• HARASSMENT OF PUBLIC SERVANT IN CORRECTION FACILITY	0	1
• INJURY TO A CHILD-RECKLESS BODILY INJURY	1	1
• INJURY TO ELDERLY INDIVIDUAL- RECKLESS BODILY INJURY	1	0
• MINOR IN POSSESSION OF ALCOHOLIC BEVERAGE	1	0
• POSSESS CONTROLLED SUBSTANCE ANALOGUE PG1 OR 1-B<1G	0	1
• POSSESS CONTROLLED SUBSTANCE ANALOGUE PG1 OR 1-B<4G	1	0
• POSSESSION OF DRUG PARAPHERNALIA	3	0
• PUBLIC INTOXICATION	4	1
• RECKLESS DRIVING	0	1
• RESIST ARREST SEARCH OR TRANSPORT	0	2
• RUNAWAY	0	2
• THEFT<\$100	0	1
• THEFT>=\$100<\$750	1	2
• THEFT>=\$2500<\$30K	1	0
• THEFT OF FIREARM	2	0
• UUMV-UNAUTHORIZED USE OF A VEHICLE	1	0
• VIOLATION OF CERTAIN COURT ORDERS OR CONDITIONS OF BOND IN FAMILY VIOLENCE	1	0
• WARRANT (LOCAL)	1	3
• WARRANT (OTHER AGENCY)	1	4

Total = 38

Total = 42

MERCEDES POLICE DEPARTMENT

300 S. Ohio Ave | Mercedes, Texas 78570 | (956) 565-3102 | Fax (956) 565-2583

CAD MONTHLY REPORT

2024

2025

• 911 HANG UP –ABUSE	1	0
• 911 HANG UP- INVESTIGATION	1	3
• ABANDONED VEHICLE	1	1
• ABANDONING OR ENDANGERING CHILD	0	1
• ACCIDENT WITH INJURIES	10	10
• ACCIDENT WITH NO INJUIRES	47	37
• ANIMAL BITE – DOG	1	2
• ANIMAL CARCASS	17	27
• ANIMAL PROBLEM - NON-VICIOUS	59	16
• ANIMAL PROBLEM – VICIOUS	13	5
• ANIMAL RESCUE/DANGER TO LIFE	3	1
• ANIMAL RESCUE/NO DANGER TO LIFE	4	1
• AREA CHECK	906	265
• ASSAULT ALREADY OCCURRED	7	16
• ASSAULT IN PROGRESS	1	0
• ASSAULT JUST OCCURRED	3	2
• ASSIST OTHER AGENCY / BACK UP	14	11
• BEE ATTACK	0	1
• BEE CALL	5	13
• BUILDING CHECK	12	1
• BURGLARY ALARM – COMMERCIAL	114	50
• BURGLARY ALARM – RESIDENTIAL	12	13
• BURGLARY OF BUILDING ALREADY OCCURRED	1	1
• BURGLARY OF BUILDING IN PROGRESS	1	0
• BURGLARY OF HABITATION ALREADY OCCURRED	3	0
• BURGLARY OF VEHICLE ALREADY OCCURRED	3	0
• BURGLARY OF VEHICLE IN PROGRESS	0	1
• CHILD CUSTODY	3	10
• CIVIL MATTER	19	12
• CREDIT CARD OR DEBIT CARD ABUSE	1	0
• CRIMINAL MISCHIEF	5	4
• DEADLY CONDUCT	1	0
• DETAIL	2	0
• DISORDERLY CONDUCT	2	2
• DOMESTIC DISTURBANCE ALREADY OCCURRED	0	2
• DOMESTIC DISTURBANCE JUST OCCURRED	0	1
• DOMESTIC DISTURBANCE IN PROGRESS	0	7
• DOWN POWER LINE	1	0
• ESCORT – FUNERAL	6	2
• ESCORT- GENERAL	3	1
• EXTRA PATROL REQUEST	21	20
• FIGHT IN PROGRESS	2	3
• FINGERPRINTS	1	0
• FIRE ALARM / BOX ALARM	14	8
• FIRE INVESTIGATION CALL	9	9
• FIREWORKS	0	1
• FOLLOW-UP INVESTIGATION	12	4
• FOUND PROPERTY	2	4
• GAS LEAK	3	7
• GRASS FIRE	8	2
• GRASS FIRE ENDANGER STRUCTURE	0	1
• HARASSMENT	32	18
• HIT AND RUN ACCIDENT JUST OCCURRED	6	10
• IDENTITY THEFT	5	9
• IMPROPERLY PARKED VEHICLE	8	12
• INDECENT EXPOSURE ALREADY OCCURRED	1	1
• INFORMATION CALL	152	152
• INTOXICATED DRIVER	1	4
• KIDNAPPING ALREADY OCCURRED	1	1
• LIGHT POLE OUTAGE	0	4

MERCEDES POLICE DEPARTMENT

300 S. Ohio Ave | Mercedes, Texas 78570 | (956) 565-3102 | Fax (956) 565-2583

• LIVESTOCK ON HIGHWAY	2	6
• LOCK IN/ LOCK OUT-FIRE CALL	1	0
• LOCKED VEHICLE	9	2
• LOST ITEM	6	1
• MAN WITH A GUN/ WEAPON	0	1
• MEAL BREAK	1	0
• MEDICAL CALL	189	180
• MEET WITH COMPLAINT	6	1
• MEET WITH SERGEANT	0	1
• MISSING PERSON- ADULT	0	8
• MISSING PERSON – JUVENILE	2	15
• MUTUAL AID	0	3
• NARCOTICS VIOLATION/COMMENT FIELD	3	3
• NUISANCE / NOISE / LOUD MUSIC	45	19
• NUISANCE BARKING DOG	0	1
• OPEN DOOR / WINDOW	4	7
• OTHER FIRE/COMMENT FIELD	0	1
• PHONE LOG	1	0
• PICK UP ITEM	2	1
• POSSESSION OF CONTROLLED SUBSTANCES	0	1
• POSSESSION OF DRUG PARAPHERNALIA	0	1
• PRISONER ARRAIGNMENT	4	1
• PRISONER CARE	1	6
• PRISONER TRANSPORT	6	11
• PROPERTY DAMAGE	7	14
• PUBLIC INTOXICATION	1	0
• PUBLIC LEWDNESS ALREADY OCCURRED	1	0
• RECKLESS VEHICLE	30	18
• REPORT WRITING	17	0
• REPOSSESSION	12	17
• REQUEST TO SPEAK WITH AN OFFICER	46	42
• RESCUE CALL	0	1
• RESTROOM BREAK	6	3
• SECTION 26 / 28	3	3
• SERVICE POLICE UNIT	3	0
• SEWER LINE BACKUP	1	2
• SEXUAL ASSAULT ALREADY OCCURRED	3	3
• SHOTS FIRED	10	4
• SMOKE IN STRUCTURE	0	1
• STALKING	0	1
• STALLED VEHICLE	35	30
• STRUCTURE FIRE	2	2
• SUSPICIOUS ACTIVITY	30	25
• SUSPICIOUS PERSON	30	19
• SUSPICIOUS VEHICLE	28	16
• TAMPERING W/CONSUMER PRODUCT	3	0
• TERRORISTIC THREAT	1	1
• THEFT ALREADY OCCURRED	35	44
• TOWING	1	1
• TRAFFIC CONTROL	7	5
• TRAFFIC HAZARD	14	13
• TRAINING	1	0
• TRASH FIRE	1	0
• UNAUTHORIZED USE OF MOTOR VEHICLE	2	0
• UNWANTED PERSON	20	21
• VEHICLE FIRE	0	5
• VERBAL DISPUTE	40	25
• WARRANT SERVICE	0	1
• WATER LINE BREAK	8	4
• WAVE DOWN	12	12
• WELFARE CHECK	53	34

Total = 2624

Total = 1841

MERCEDES POLICE DEPARTMENT

300 S. Ohio Ave | Mercedes, Texas 78570 | (956) 565-3102 | Fax (956) 565-2583

UCR SUMMARY

2024

2025

• ARSON	0	1
• ASSAULT	25	31
• AUTO THEFT	0	2
• BURGLARY	1	1
• ROBBERY	1	0
• SEX OFFENSES	3	4
• THEFT	35	22

Total = 65

Total = 61

TRAFFIC STOPS

2024

2025

• TOTAL TRAFFIC STOP	319	415
• TOTAL CITATIONS ISSUED	340	302

Note: Monthly report reflects both UCR and CAD data

X _____
Francisco J. Sanchez
Chief of Police

Mercedes Police Department Events October 2025

Tuesday, October 7, 2025

Hidalgo County Sheriff's Office National Night Out

Friday, October 3, 2025

Mercedes PD Tail Gate for Mercedes ISD Football VS Edcouch-Elsa

Wednesday, October 22, 2025

Breast Cancer Awareness Walk At the Mercedes ISD Stadium

Thursday, October 23, 2025

Brownsville National Night Out

Alton National Night Out

Friday, October 24, 2025

Sgt. Juan Cuba Leadership Class 4 Graduation

Tuesday, October 28, 2025

Prayer & Breakfast for First Responders

Hosted by: Living Stone Church

Thursday, October 30, 2025

**Nightmare on Ohio St, Mercedes Halloween Bash & Mercedes PD
Haunted House**

October Summary Report: 10-01-25 to 10-31-25

Mercedes Police Eros

Thursday, October 2, 2025

- **Event: Jr. High Softball vs. Weslaco Central**
 - **Location: High School Softball Field**
-

Friday, October 3, 2025

- **Event: Jr. High 8th Grade Softball Tournament**
 - **Location: Kennedy Colier Park (701 Mathes Ave, Mercedes, TX 78570)**
-

Saturday, October 4, 2025

- 1. Event: Jr. High District Cross Country Meet**
 - **Location: High School Practice Fields**
- 2. Event: Jr. High 8th Grade Softball Tournament**
 - **Location: High School Softball Field**

Monday, October 6, 2025

Event: 9th Grade Dark & JV Lite vs. Harlingen South

Location: Jim Norris Gym

Tuesday, October 7, 2025

Event: JV Dark & Varsity vs. Harlingen South

Location: Jim Norris Gym

Thursday, October 9, 2025

Event: Night Watch

Location: Stadium Ground

Friday, October 10, 2025

Event: Varsity Football vs. Edcouch Elsa

Location: Tiger Stadium

Saturday, October 11, 2025

Morning Event: Jr. High Football vs. B. Garza

Location: Chacon Middle School

All-Day Event: Mercedes Queen City Music Festival

Location: Tiger Stadium

Tuesday, October 14, 2025

Event: Volleyball (9D, JVL, JV, Varsity) vs. Edcouch-Elsa

Location: Jim Norris Gym

Wednesday, October 15, 2025

Event: 9th & JV Football vs. Brownsville Lopez

Mercedes ISD Safety Comm. Meeting

Location: Mercedes Admin Building

Saturday, October 18, 2025

Event 1: Jr. High – Chacon vs. Central

Location: Tiger Stadium

**Event 2: Volleyball (9D, JVL, JV, Varsity) vs. Brownsville
Rivera**

Location: Jim Norris Gym

Thursday, October 16, 2025

Event: 7th Gd. Girls Basketball vs. Donna A.P. Solis

Location: Sgt M. Chacon MS Tuesday, October 21, 2025

Event: 8th Grade Girls Basketball vs. Donna Saucedo

Location: Sgt. Chacon MS

October 22,2025

Breast Cancer Walk

Location: Tiger Stadium

Thursday, October 23, 2025

Event: 7th Grade Jr. High Girls Basketball vs. Donna Veterans

Location: Sgt. Chacon MS

Friday, October 24, 2025

Event 1: Varsity Football vs. PSJA Southwest

Location: Tiger Stadium

Event 2: 7th Grade Jr. High Girls Basketball Tournament (Please see attached bracket)

Location: Sgt. Chacon MS

Saturday, October 25, 2025

Event 1: Volleyball vs. Brownsville Pace

Location: Jim Norris Gym

Event 2: 7th Grade Jr. High Girls Basketball Tournament

Location: Sgt. Chacon MS

Thursday, October 30, 2025

Event: 8th Grade Girls Basketball vs. Donna Todd

Location: Sgt. Chacon Middle School

Nightmare on Ohio Street

Mercedes ISD Homecoming Parade and Burning of “M”

Friday, October 31, 2025

Event: Varsity Football vs. Brownsville Porter – *Homecoming*

Location: Tiger Stadium

Saturday, November 1, 2025

Event: UIL Area G Marching Festival

Location: Tiger Stadium

Incident Reports.

#2519081. Mercedes Academic Academy/ Accident No Injures

#2518320. Mercedes High School/ Accident No Injuries

#2518472. Mercedes Academic Academy/Accident No Injuries

#2518110. Mercedes Academic Academy/Medical Call

#2518448. Harrell Elem. / Information Call

#2518317. Mercedes High School/ Accident No Injuries

#2518677. Mercedes High School/ Section 26

#2517739. Mercedes High School/ Assault Class C.

#2518118. Harrell Elem. / Information Report.

#2518006. Chacon School / Information Report

#2518921. Mercedes High School/ Information Report

#2518164. Mercedes Academic Report/ Information Report

#2518246. Mercedes High School/ Information Report

#2519064. Mercedes High School/ Information Report

#2519079. Mercedes High School/ Information Report

#2519456. Mercedes High School/ Information Report

Red Ribbon Presentations

10-28-2025 Harrell Elementary

10-29-2025 Hinojosa Elementary

10-31-2025 Mercedes Early Collage

Also talked about Drug Addiction and Resouces to Combat at Mercedes Early Collage

Mentor Group was created at Travis for at Risk Boys. ERO S. Flores

All Power Group is still in affect at Trvais. ERO Z. Hernandez

MERCEDES POLICE DEPARTMENT

316 S. Ohio Ave
Mercedes, Texas 78570
(956) 565-3102 Fax (956) 565-2583



Uniformed Patrol Division

Monthly Report, October 1 - October 31, 2025

Prepared by Lieutenant Juan Cuba

MERCEDES POLICE DEPARTMENT

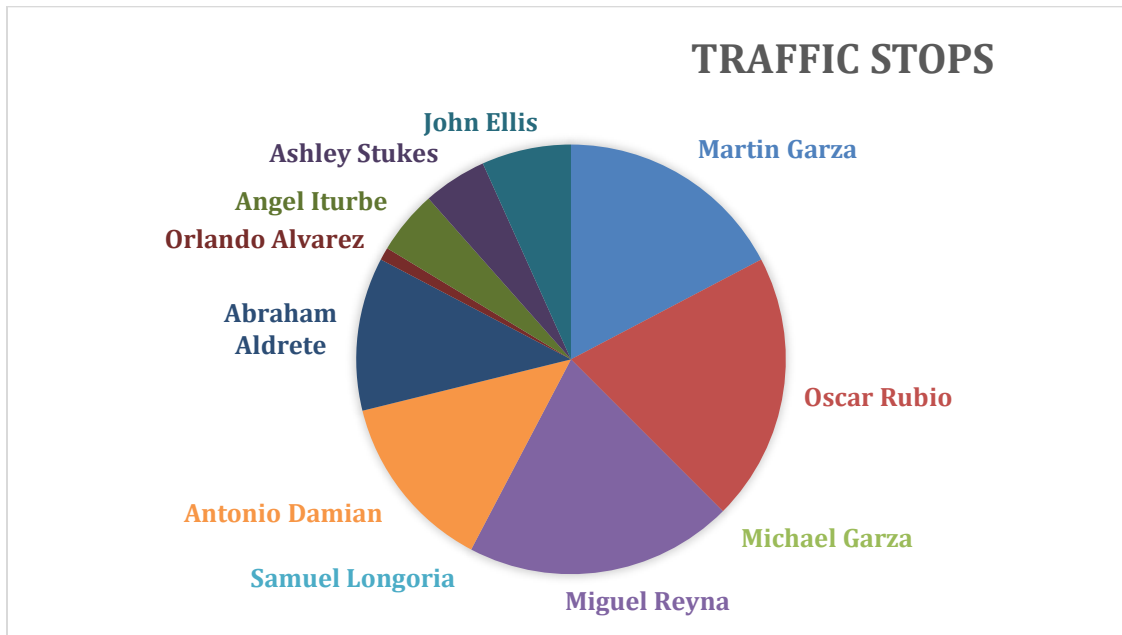
316 S. Ohio Ave
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Officers	Traffic Stops	Citations	Warnings	Reports	Arrest
Sgt. George Diaz	0	0	0	7	1
Sgt. Andrew Gonzalez	0	0	0	7	5
Sgt. Martin Garza	18	10	8	23	8
Oscar Rubio	21	18	3	19	2
Michael Garza	1	1	0	23	3
Miguel Reyna	21	15	6	12	3
Samuel Longoria	0	0	0	6	0
Antonio Damian	14	9	5	12	4
Abraham Aldrete	12	8	4	28	2
Orlando Alvarez	1	1	0	17	1
Angel Iturbe	5	3	2	23	2
Ashley Stukes	5	4	1	20	4
John Ellis	7	3	4	23	4

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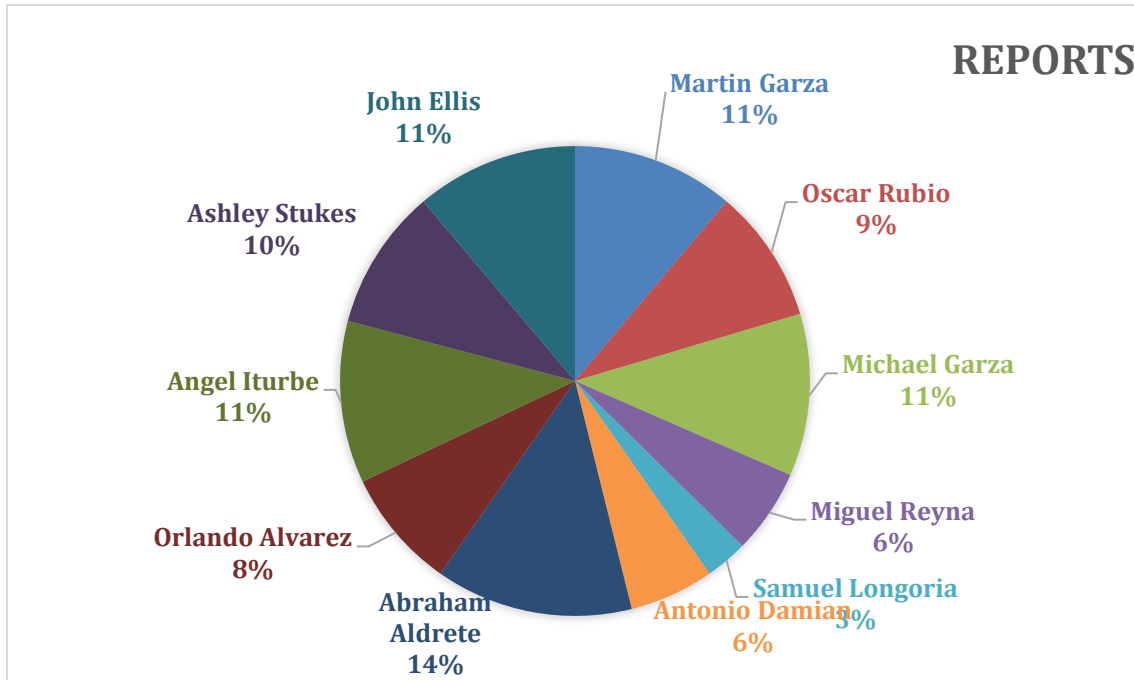
Traffic Stop Charts



Above shows a chart indicating an amount of traffic stops conducted by the Officers in the table above.

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Above table shows the amount of Reports by the officers.

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