
MERCEDES CITY COMMISSION
REGULAR MEETING
APRIL 21, 2026 – 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. Presentation from Luis Saldana on RGVLS 2026
7. **Consent Agenda**
 - a. Approval of Minutes for Meeting(s) held April 7, 2026
 - b. Second and Final Reading of Ordinance 2026-08 to Rezone Lot 7 Block 66 Capisallo District
 - c. Second and Final Reading of Ordinance 2026-09 to Rezone Lot 4 Block 64 Capisallo District
 - d. Second and Final Reading of Ordinance 2026-11 to amend Article 13 "Utilities"
 - e. Second and Final Reading of Ordinance 2026-12 to amend Article A8.000 "Utility Rates and Charges"
8. **Management Items:** Present, discuss, consider and possibly take action regarding:
 - a. Discussion and Possible Action to Approve The Interlocal Agreement 2026 – 2027 Between The Rio Grande Valley Emergency Communication District 9-1-1 And Public Safety Answering Points (“PSAPS”) For 9-1-1 Service
 - b. Consideration and Possible Action to accept removal of 8.0-acre tract of land out of lot 4, block 40, of the Capisallo District Subdivision of a part of the Llano Grande Grant as per map or plat thereof recorded in volume "P", page 226-227, map records of Hidalgo County, Texas from the City of Mercedes ETJ LGC Sec. 42.102(b), Sec. 42.105(c)
 - c. Consideration and Possible Action to accept removal of Tract 1: Being a 29.98 Acres being all of the East 30 Acres of Lot 13, Block 28, Capisallo District Subdivision of the Llano Grande Grant, Hidalgo County, Texas and Tract 2: West 10 Acres of Lot 13, Block 28, Capisallo District Subdivision, Hidalgo County, Texas from the City of Mercedes ETJ LGC Section 42.105(c)
9. **Ordinances/Resolutions**

- a. Consideration and Approval of 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 (Resolution 2026-19)
- b. Consider and take possible action on Ordinance 2026-13 to amend TIRZ No. 1 Agreement
- c. Consider and take possible action on Ordinance 2026-14 to terminate TIRZ No. 1

10. Bids/Contracts

- a. Consideration and Action to Renew the Contract between the City of Mercedes and Dr. Andrew Levine, Medical Director
- b. Discussion and Action regarding CINTAS Contract for Uniform Services

11. Monthly Departmental Reports

- a. IT, Library, City Sec/HR, Fire Dept., Public Works

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

- 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
- d. Discussion regarding Project Blue - Section 551.087


13. 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

14. Adjournment

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a Regular Meeting on Tuesday, April 21, 2026 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 15TH DAY OF APRIL, 2026.

ATTEST:


 Joselynn Castillo, City Secretary
 Time of Posting: 7:30 P.M.

ACCESSIBILITY STATEMENT

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

**MERCEDES CITY COMMISSION
REGULAR MEETING
APRIL 7, 2026 – 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 (virtual)
Jonas Gonzalez, Asst. City Manager
Meredith Hernandez, Finance Director
Francisco Sanchez, Police Chief
Michael Rocha, I.T Director
Denisse Hernandez, Planning Director
Marisol Vidales, Library Director
Richard Morin, Recreation Director
Armando Villela, Parks Director
Tomas Villagomez, Public Works Director

OTHERS PRESENT: Juan Vasquez, Kayla Solis, Leroy Hernandez, Jesus Rodriguez

1. Call Meeting to Order

Mayor Pro-Tem Saldana welcomed everyone and called the meeting to order at 6:34 P.M.

2. Establish Quorum

Four members of the Commission were present, constituting a quorum. Mayor Montoya arrived during the Proclamation for Gilberto Perez.

3. Invocation

Commissioner Howell led the invocation.

4. Pledge of Allegiance

Commissioner Garcia led in the Pledge of Allegiance.

5. Open Forum

There were no residents signed up to speak during the Open Forum.

6. Presentation

- a. **Proclamation Honoring the Musical Legacy of Gilberto Perez**
 Mayor Pro-Tem Saldana spoke and read the proclamation honoring the musical legacy of Gilberto Perez. The family of Gilberto Perez expressed their gratitude to the City for the proclamation. Ms. Imelda Perez, wife of Mr. Gilberto Perez, stated that his last wish was to be recognized by his hometown of Mercedes. His children shared that he was very proud to be from Mercedes. Commissioner Martinez commented on how special Mercedes is and the talent it produces. Mayor Montoya shared a personal childhood memory. Commissioner Howell expressed pride in the Perez family and noted that students are now playing conjunto music in schools. Chief Sanchez mentioned that last year the inaugural BBQ Cookoff was held and announced that this year it will be in partnership with the Gilberto Perez Foundation.
- b. **Presentation on Celebration honoring our Nation's 250th Year**
 Parks Director Armando Villela announced plans to commemorate the nation's 250th year. Joey Del Toro and Joel Davila presented a proposal to host a July 4, 2026, event at HEB Park, which would include production and advertising, with a portion of the proceeds returned to the City. Mayor Montoya recommended that they meet with the City Manager to submit the item for consideration at the next meeting.

7. Consent Agenda

- a. **Approval of Minutes for Meeting(s) held March 4, 2026, March 17, 2026, March 18, 2026 and March 26, 2026**
 Commissioner Garcia motioned to approve the minutes. Mayor Pro-Tem Saldana seconded the motion. Upon a called vote, the motion passed unanimously.

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

- a. **Consideration and possible action for approval of changes to the Mercedes Library Policy adopting new meeting room procedures and fees**
 Ms. Marisol Vidales informed the Commission that the current rental policy was in place but proposed lowering the rental fee from \$30 to \$20, and reducing the Program Room fee to \$20 for general use and \$10 for non-profit organizations. She also noted that reservations would be by the hour and the reservation period would be extended due to the implementation of the new Civic Rec program, which allows the public to rent the Texas Room, Program Room, and Study Pods online. Mayor Pro-Tem Saldana motioned to approve the proposed changes. Commissioner Saldana seconded the motion. Upon a called vote, the motion passed unanimously.
- b. **Consideration and Action to appoint/reappoint members to the Library Board.**
 Ms. Vidales informed the Commission that Ms. Diane Roman-Goldsberry resigned from the library board and recommended appointing Ms. Imelda Alamia to fill the vacancy. Commissioner Martinez motioned to approve the staff recommendation. Commissioner Garcia seconded the motion. Upon a called vote, the motion passed unanimously.
- c. **Consideration and Action to approve the request from the Housing Authority for the PILOT Program**

Commissioner Martinez motioned to approve the item. Commissioner Garcia seconded the motion. At a question, Mayor Montoya stated that this item was previously approved and will continue to be approved but now for a three-year period. Upon a called vote, the motion passed unanimously.

- d. Discussion and Action regarding the Sponsorship request from MISD for the Superintendent Scholarship

Commissioner Howell motioned to move into Executive Session.

Following the Executive Session, the City Attorney reported that, after a legal review, there was an issue linking the item to public funds and recommended not approving items D, E, and F. Mayor Pro-Tem Saldana motioned to deny the sponsorship requests. Commissioner Garcia seconded the motion. Upon a called vote, the motion passed 4 to 1, with Commissioner Howell voting against. Commissioner Howell recommended that Mr. Izaguirre consult with the City Attorney regarding the matter.

- e. Consideration and Action regarding the sponsorship request by the Mercedes ISD for the Scoreboard Upgrade

This item was denied with the motion stated on Item 8D.

- f. Consideration and Action regarding the sponsorship request from America's Future Workforce Foundation

Commissioner Martinez motioned to move into executive session. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

Following the executive session, this item was denied with the motion stated on Item 8D.

- g. Consideration and Action on Request to change 5th Street name to Dr. Hector P. Garcia Street from Ohio Ave. to Illinois Ave.

Commissioner Martinez recommended going from Texas Ave. to Illinois Ave. Mr. Skyler Howell stated that the location was selected due to the library being there and he added that the family also agreed on the section being renamed. Mayor Pro-Tem Saldana recommended bringing a team together to possibly select a different and longer street. Mayor Pro-Tem Saldana motioned to approve the request of renaming a street and put a team together to bring back some options of other streets that will do right by Dr. Garcia and have a committee of 5 members to include Skyler Howell, Mayor Pro-Tem Saldana, Marisol Vidales, and two other members. Commissioner Martinez seconded. Upon a called vote, the motion passed unanimously.

9. Ordinances/Resolutions

- a. Consideration and Action on Resolution 2026-18 authorizing changes to key executive signatories on account held with Wells Fargo Bank

Ms. Meredith Hernandez addressed the Commission regarding changing the signatories for the Wells Fargo bank account. Commissioner Martinez motioned to approve the request. Commissioner Saldana seconded the motion. Upon a called vote, the motion passed unanimously.

b. Consideration and Action on First Reading of Ordinance 2026-08 to Rezone Lot 7 Block 66 Capisallo District

Ms. Denisse Hernandez explained that apartments were previously built on the property without rezoning, resulting in a stop-work order. The City has been working with the property owner to bring the property into compliance. Mr. DeLeon is requesting to rezone the property to allow apartments so he can continue the process. While there are outstanding issues with setbacks and building compliance, these are being addressed. Additionally, one of the buildings encroaching into the setbacks and right-of-way will need to be moved. Mayor Pro-Tem Saldana motioned to approve the rezoning request. Commissioner Howell seconded the motion. Upon a called vote, the motion passed unanimously.

c. Consideration and Action on First Reading of Ordinance 2026-09 to Rezone Lot 4 Block 64 Capisallo District

Ms. Denisse Hernandez explained that this is a new subdivision located on Highway 49 near Mile 8, next to Los Prados. The developer is proposing 210 single-family lots on 40 acres and is requesting to rezone the property for single-family use as part of the development process. Mayor Pro-Tem Saldana motioned to approve the item. Commissioner Martinez seconded the motion. Upon a called vote, the motion passed unanimously.

d. Consideration and Action on First Reading of Ordinance 2026-11 to amend Article 13 "Utilities"

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

e. Consideration and Action on First Reading of Ordinance 2026-12 to amend Article A8.000 "Utility Rates and Charges"

Commissioner Howell motioned to move this item to Executive Session. Commissioner Martinez seconded the motion. Upon a called vote, the motion passed unanimously.

Following the Executive Session, Commissioner Howell motioned to approve item 9E. Commissioner Garcia seconded the motion. Upon a called vote, the motion passed unanimously. The approval stipulates that there will be no increase to any existing rates for the City or Indian Hills and that only impact fees will apply to future development.

10. Bids/Contracts

a. Consideration and Action to Renew the Agreement between the City of Mercedes and Waste Connections for Solid Waste Disposal

Commissioner Howell motioned to extend the contract for 90 days and to solicit bids. Commissioner Martinez seconded the motion. Upon a called vote, the motion passed unanimously.

- b. Consideration and Action to Ratify the Interlocal Cooperation Agreement between the County of Hidalgo, Texas and the City of Mercedes, Texas regarding MVCPA Task Force

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

- c. Consideration and Action on Interlocal agreement between Hidalgo County and the City of Mercedes regarding the Hidalgo County Library System.

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

- d. Consideration and Action on Agreement between the County of Hidalgo Elections Department and the City of Mercedes regarding the 2026 May Election for Mayor, Commissioner Place 1 and Commissioner Place 3

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

11. City Manager Update

- a. Update regarding closing on Neuhaus Property 25 Acres

Mr. Perez stated that the Neuhaus Property, consisting of 26 acres near Public Works, could potentially be used in the future to build a new water well and water plant.

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

Mayor Pro-Tem Saldana moved to go into executive session. Commissioner Garcia seconded the motion. Upon a call for the vote, the motion passed unanimously. The meeting entered executive session at 7:32 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
- d. Discussion regarding Project Updates by DCM 3.04, 10.00, LGC 501 and 504 - Section 551.087

13. Open Session

Mayor Montoya called the meeting back to order at 9:06 P.M.

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

No action on item C.

d. Possible Action pertaining to executive session item D

No action on item D.

14. Adjournment

Commissioner Saldana motioned to adjourn the meeting. Commissioner Garcia seconded the motion. The meeting adjourned at 9:12 P.M.

ORDINANCE NO. 2026-08

AN ORDINANCE CHANGING THE CLASSIFICATION FOR ZONING PURPOSES OF THE FOLLOWING TRACT OF LAND: LOT 7, BLOCK 66, CAPISALLO DISTRICT SUBDIVISION (1.0 ACRE), FROM CLASS “N” NEWLY ANNEXED DISTRICT TO CLASS “C-1” APARTMENTS DISTRICT; PROVIDING FOR A SAVINGS AND REPEAL CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on the 2nd day of March, 2026 a public hearing was held for the purpose of hearing any objections as to why: **LOT 7, BLOCK 66, CAPISALLO DISTRICT SUBDIVISION (1.0 ACRE)**, Mercedes, Hidalgo County, Texas, should be rezoned and classified as follows: from a Class “N” Newly Annexed District to Class “C-1” Apartments District.

WHEREAS, the City Commission at its Regular Meeting of March 17th, 2026, having considered the rezoning of the above-described property as listed in the foregoing section and having heard the pros and cons as to such rezoning request, is of the opinion that the aforementioned rezoning is in the best interest of the City of Mercedes, Texas.

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

Section 1: **LOT 7, BLOCK 66, CAPISALLO DISTRICT SUBDIVISION (1.0 ACRE)**, Mercedes, Hidalgo County, Texas, should be rezoned and classified as follows: from a Class “N” Newly Annexed District to Class “C-1” Apartments District.

Section 2: That the aforementioned rezoning of the above property be incorporated into the official map of the City of Mercedes, Texas by the City Planner of said City.

Section 3: That if any provision, section, subsection, phrase, paragraph, sentence, clause or portion of this Ordinance shall for any reason be declared invalid, such invalidity shall not affect the remaining provisions of this Ordinance or their application of persons or sets of circumstances and to this end, all provisions of this Ordinance or parts of Ordinances in conflict herewith are hereby repealed.

Section 4: This Ordinance shall become and be effective in accordance with the City Charter of the City of Mercedes, Texas and the laws of the State of Texas.

PASSED, APPROVED AND ADOPTED ON FIRST READING THIS THE 7TH DAY OF APRIL, 2026.

PASSED, APPROVED AND ADOPTED ON SECOND READING THIS THE 21ST DAY OF APRIL, 2026.

CITY OF MERCEDES

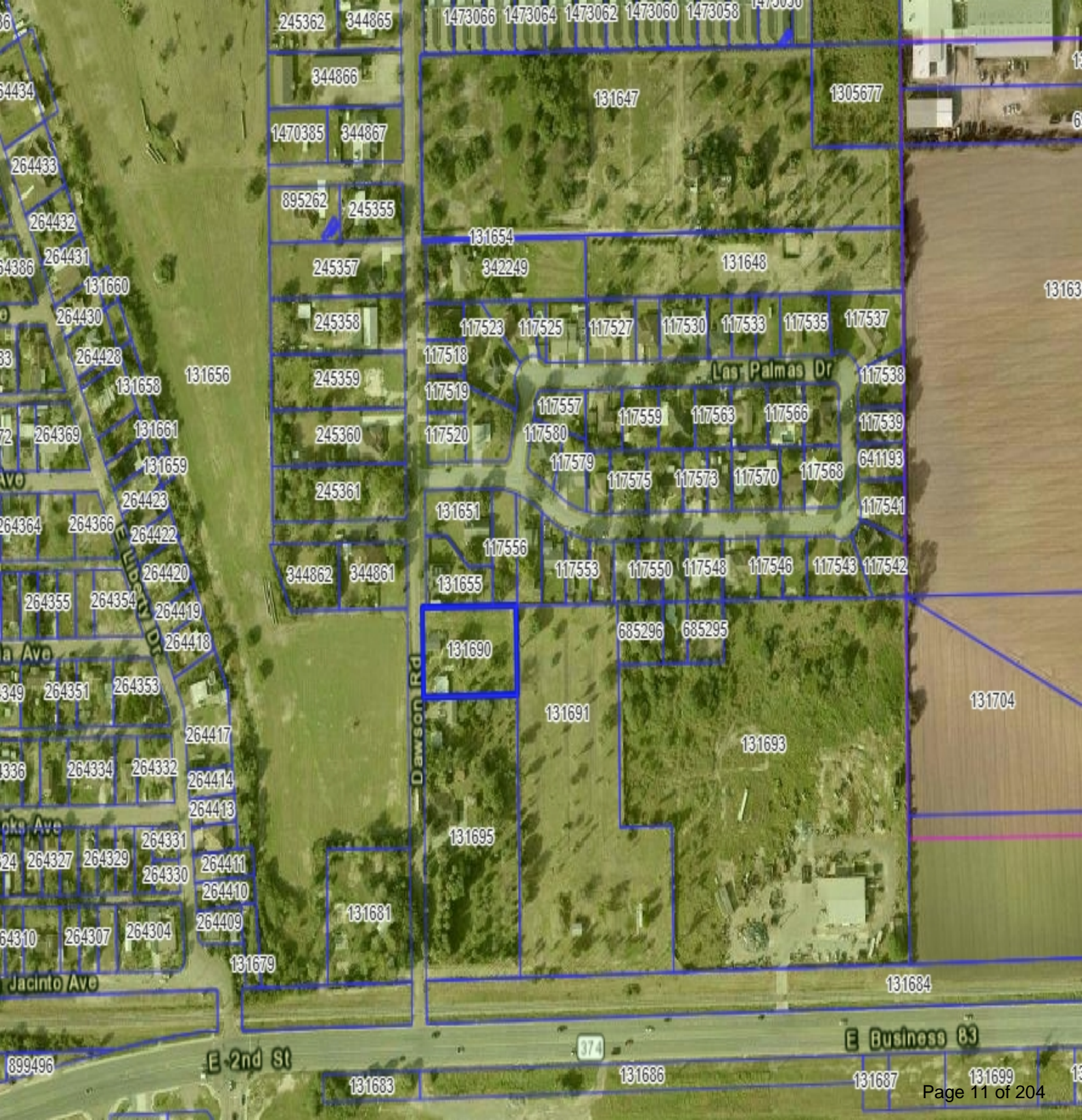
Oscar D. Montoya, Sr., Mayor

ATTEST:

APPROVED AS TO FORM:

Joselynn Castillo
City Secretary

Martie Garcia Vela
City Attorney



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1473066 1473064 1473062 1473060 1473058 1473030

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117528 117525 117527 117530 117533 117535 117537

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Las Palmas Dr

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131695

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131684

E 2nd St

E Business 83

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131699

ORDINANCE NO. 2026-09

AN ORDINANCE CHANGING THE CLASSIFICATION FOR ZONING PURPOSES OF THE FOLLOWING TRACT OF LAND: LOT 4, BLOCK 64, CAPISALLO DISTRICT SUBDIVISION (39.45 ACRES) FROM CLASS “N” NEWLY ANNEXED DISTRICT TO CLASS “R-1” SINGLE-FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR A SAVINGS AND REPEAL CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on the 2nd day of March, 2026 a public hearing was held for the purpose of hearing any objections as to why: **LOT 4, BLOCK 64, CAPISALLO DISTRICT SUBDIVISION (39.45 ACRES)**, Mercedes, Hidalgo County, Texas, should be rezoned and classified as follows: from a Class “N” Newly Annexed District to Class “R-1” Single-Family Residential District.

WHEREAS, the City Commission at its Regular Meeting of March 17th, 2026, having considered the rezoning of the above-described property as listed in the foregoing section and having heard the pros and cons as to such rezoning request, is of the opinion that the aforementioned rezoning is in the best interest of the City of Mercedes, Texas.

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

Section 1: LOT 4, BLOCK 64, CAPISALLO DISTRICT SUBDIVISION (39.45 ACRES), Mercedes, Hidalgo County, Texas, should be rezoned and classified as follows: from a Class “N” Newly Annexed District to “R-1” Single-Family Residential District.

Section 2: That the aforementioned rezoning of the above property be incorporated into the official map of the City of Mercedes, Texas by the City Planner of said City.

Section 3: That if any provision, section, subsection, phrase, paragraph, sentence, clause or portion of this Ordinance shall for any reason be declared invalid, such invalidity shall not affect the remaining provisions of this Ordinance or their application of persons or sets of circumstances and to this end, all provisions of this Ordinance or parts of Ordinances in conflict herewith are hereby repealed.

Section 4: This Ordinance shall become and be effective in accordance with the City Charter of the City of Mercedes, Texas and the laws of the State of Texas.

PASSED, APPROVED AND ADOPTED ON FIRST READING THIS THE 7TH DAY OF APRIL, 2026.

PASSED, APPROVED AND ADOPTED ON SECOND READING THIS THE 21ST DAY OF APRIL, 2026.

CITY OF MERCEDES

Oscar D. Montoya, Sr., Mayor

ATTEST:

APPROVED AS TO FORM:

Joselynn Castillo
City Secretary

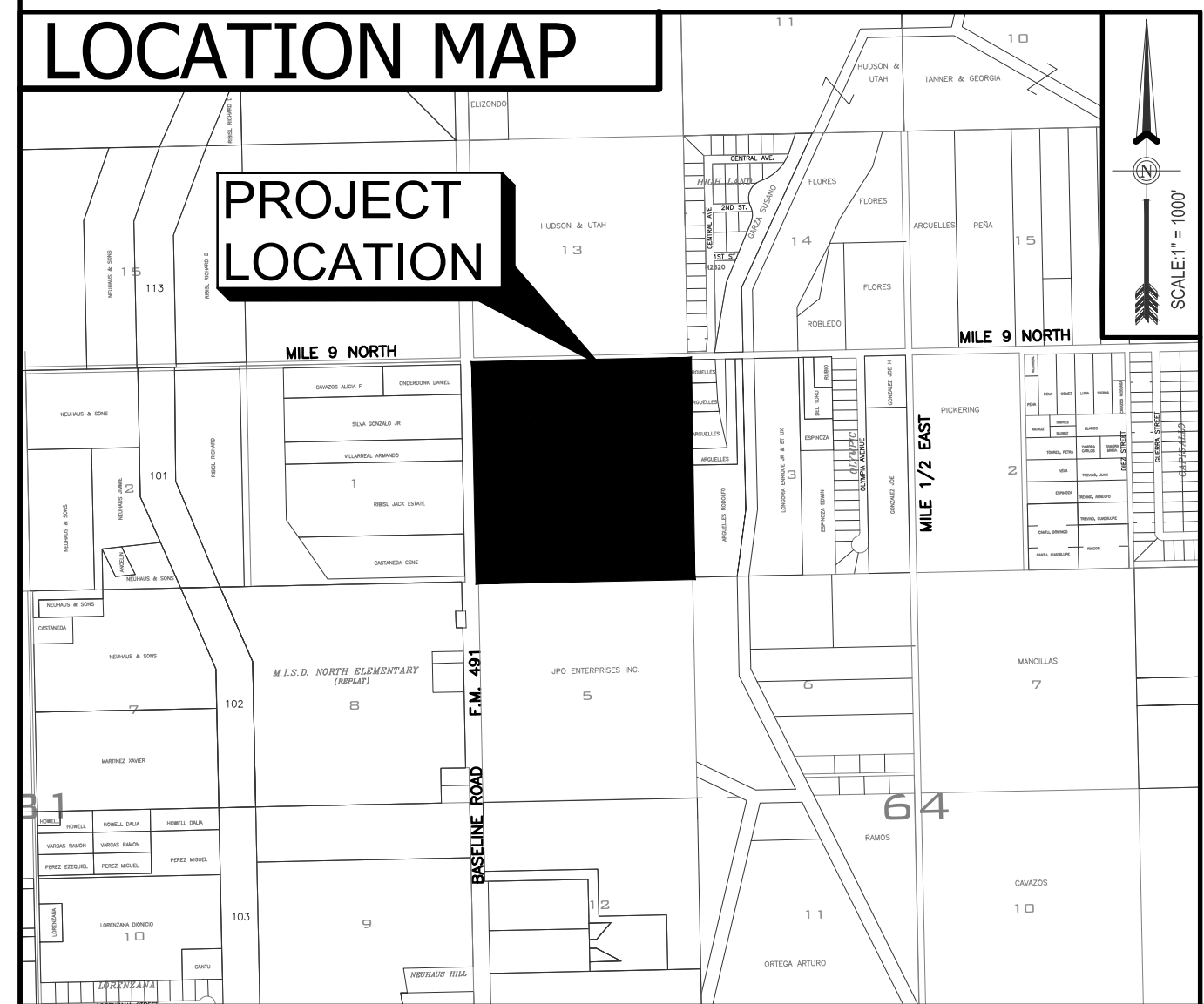
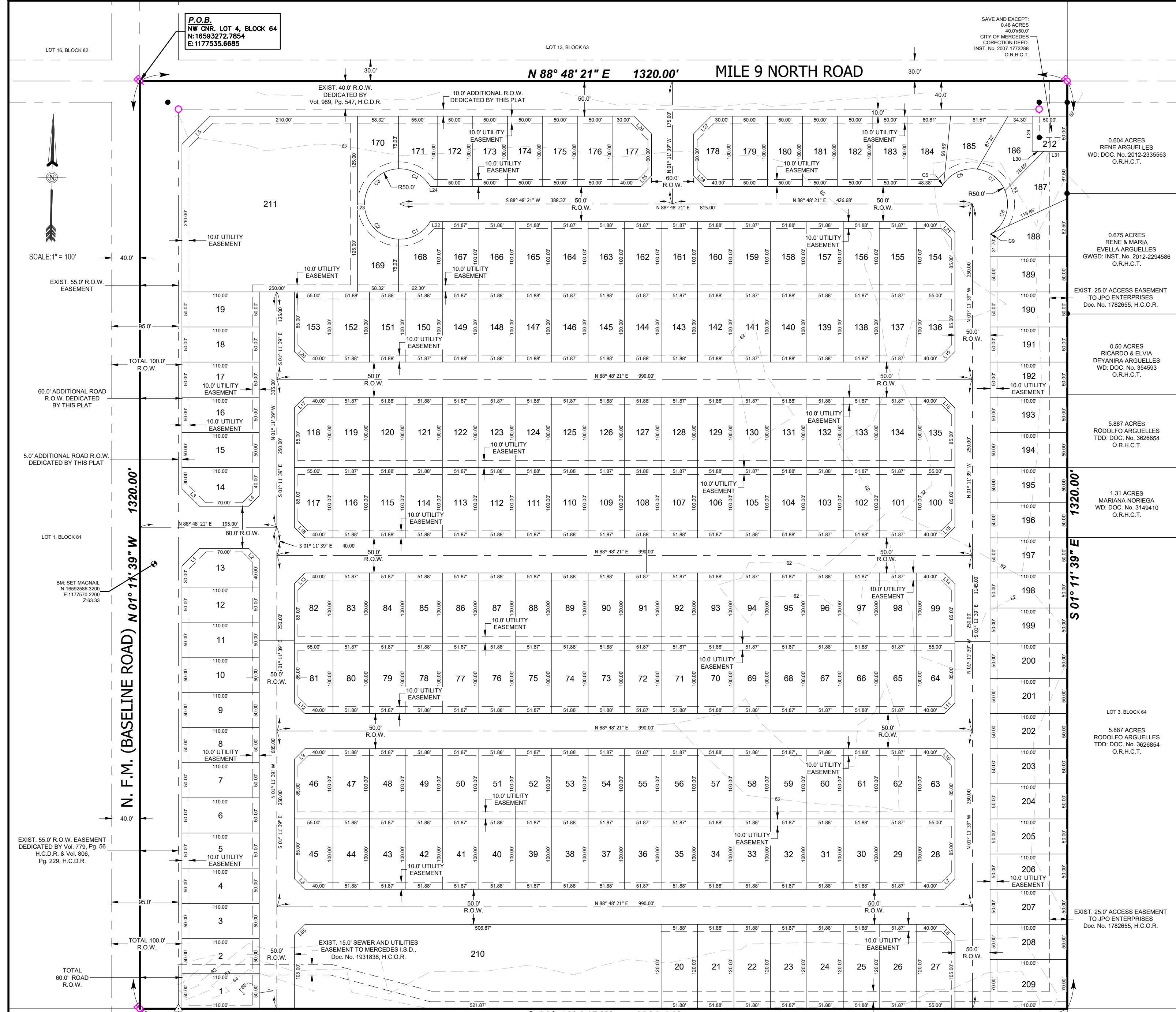
Martie Garcia Vela
City Attorney

SUBDIVISION MAP OF RODEO ESTATES SUBDIVISION

BEING A SUBDIVISION OF A 40.000 ACRE TRACT OF LAND,
BEING THE SOUTH 10 ACRES OF LOT 4, BLOCK 64,
CAPISALLO DISTRICT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER
MAP OR PLAN THEREOF RECORDED IN VOLUME P, PAGE 226,
DEED RECORDS, HIDALGO COUNTY, TEXAS.

Lot Area Table			Lot Area Table			Lot Area Table			Lot Area Table		
Lot #	SQ. FT.	Area	Lot #	SQ. FT.	Area	Lot #	SQ. FT.	Area	Lot #	SQ. FT.	Area
1	5500.00	0.126	61	5187.50	0.119	121	5187.50	0.119	181	5000.00	0.115
2	5500.00	0.126	62	5187.50	0.119	122	5187.50	0.119	182	5000.00	0.115
3	5500.00	0.126	63	5387.50	0.124	123	5187.50	0.119	183	5000.00	0.115
4	5500.00	0.126	64	5387.50	0.124	124	5187.50	0.119	184	5558.58	0.128
5	5500.00	0.126	65	5187.50	0.119	125	5187.50	0.119	185	5007.59	0.115
6	5500.00	0.126	66	5187.50	0.119	126	5187.50	0.119	186	5193.99	0.119
7	5500.00	0.126	67	5187.50	0.119	127	5187.50	0.119	187	6236.86	0.143
8	5500.00	0.126	68	5187.50	0.119	128	5187.50	0.119	188	6296.76	0.145
9	5500.00	0.126	69	5187.50	0.119	129	5187.50	0.119	189	5500.00	0.126
10	5500.00	0.126	70	5187.50	0.119	130	5187.50	0.119	190	5500.00	0.126
11	5500.00	0.126	71	5187.50	0.119	131	5187.50	0.119	191	5500.00	0.126
12	5500.00	0.126	72	5187.50	0.119	132	5187.50	0.119	192	5500.00	0.126
13	5625.00	0.129	73	5187.50	0.119	133	5187.50	0.119	193	5500.00	0.126
14	5625.00	0.129	74	5187.50	0.119	134	5187.50	0.119	194	5500.00	0.126
15	5500.00	0.126	75	5187.50	0.119	135	5387.50	0.124	195	5500.00	0.126
16	5500.00	0.126	76	5187.50	0.119	136	5387.50	0.124	196	5500.00	0.126
17	5500.00	0.126	77	5187.50	0.119	137	5187.50	0.119	197	5500.00	0.126
18	5500.00	0.126	78	5187.50	0.119	138	5187.50	0.119	198	5500.00	0.126
19	5500.00	0.126	79	5187.50	0.119	139	5187.50	0.119	199	5500.00	0.126
20	6225.00	0.143	80	5187.50	0.119	140	5187.50	0.119	200	5500.00	0.126
21	6225.00	0.143	81	5387.50	0.124	141	5187.50	0.119	201	5500.00	0.126
22	6225.00	0.143	82	5387.50	0.124	142	5187.50	0.119	202	5500.00	0.126
23	6225.00	0.143	83	5187.50	0.119	143	5187.50	0.119	203	5500.00	0.126
24	6225.00	0.143	84	5187.50	0.119	144	5187.50	0.119	204	5500.00	0.126
25	6225.00	0.143	85	5187.50	0.119	145	5187.50	0.119	205	5500.00	0.126
26	6225.00	0.143	86	5187.50	0.119	146	5187.50	0.119	206	5500.00	0.126
27	6487.50	0.149	87	5187.50	0.119	147	5187.50	0.119	207	5500.00	0.126
28	5387.50	0.124	88	5187.50	0.119	148	5187.50	0.119	208	5500.00	0.126
29	5187.50	0.119	89	5187.50	0.119	149	5187.50	0.119	209	7700.00	0.177
30	5187.50	0.119	90	5187.50	0.119	150	5187.50	0.119	210	6252.50	0.143
31	5187.50	0.119	91	5187.50	0.119	151	5187.50	0.119	211	6170.00	0.141
32	5187.50	0.119	92	5187.50	0.119	152	5187.50	0.119	212	2500.00	0.057
33	5187.50	0.119	93	5187.50	0.119	153	5387.50	0.124			
34	5187.50	0.119	94	5187.50	0.119	154	5387.50	0.124			
35	5187.50	0.119	95	5187.50	0.119	155	5187.50	0.119			
36	5187.50	0.119	96	5187.50	0.119	156	5187.50	0.119			
37	5187.50	0.119	97	5187.50	0.119	157	5187.50	0.119			
38	5187.50	0.119	98	5187.50	0.119	158	5187.50	0.119			
39	5187.50	0.119	99	5387.50	0.124	159	5187.50	0.119			
40	5187.50	0.119	100	5387.50	0.124	160	5187.50	0.119			
41	5187.50	0.119	101	5187.50	0.119	161	5187.50	0.119			
42	5187.50	0.119	102	5187.50	0.119	162	5187.50	0.119			
43	5187.50	0.119	103	5187.50	0.119	163	5187.50	0.119			
44	5187.50	0.119	104	5187.50	0.119	164	5187.50	0.119			
45	5387.50	0.124	105	5187.50	0.119	165	5187.50	0.119			
46	5387.50	0.124	106	5187.50	0.119	166	5187.50	0.119			
47	5187.50	0.119	107	5187.50	0.119	167	5187.50	0.119			
48	5187.50	0.119	108	5187.50	0.119	168	5420.59	0.124			
49	5187.50	0.119	109	5187.50	0.119	169	5410.68	0.124			
50	5187.50	0.119	110	5187.50	0.119	170	5410.68	0.124			
51	5187.50	0.119	111	5187.50	0.119	171	4990.35	0.108			
52	5187.50	0.119	112	5187.50	0.119	172	5000.00	0.115			
53	5187.50	0.119	113	5187.50	0.119	173	5000.00	0.115			
54	5187.50	0.119	114	5187.50	0.119	174	5000.00	0.115			
55	5187.50	0.119	115	5187.50	0.119	175	5000.00	0.115			
56	5187.50	0.119	116	5187.50	0.119	176	5000.00	0.115			
57	5187.50	0.119	117	5387.50	0.124	177	5075.00	0.117			
58	5187.50	0.119	118	5387.50	0.124	178	5075.00	0.117			
59	5187.50	0.119	119	5187.50	0.119	179	5000.00	0.115			
60	5187.50	0.119	120	5187.50	0.119	180	5000.00	0.115			

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	54.04'	50.00'	061° 55' 21"	N59° 46' 01"E	51.45'	30.00'
C2	76.86'	50.00'	088° 04' 30"	S45° 13' 59"E	69.51'	48.35'
C3	76.86'	50.00'	088° 04' 30"	S42° 50' 40"W	69.51'	48.35'
C4	54.04'	50.00'	061° 55' 21"	N62° 09' 20"W	51.45'	30.00'
C5	4.59'	50.00'	005° 15' 17"	S31° 25' 59"W	4.58'	2.29'
C6	54.56'	50.00'	062° 31' 12"	S65° 19' 14"W	51.89'	30.35'
C7	52.33'	50.00'	059° 57' 41"	N53° 26' 20"W	49.97'	28.84'
C8	69.46'	50.00'	079° 39' 56"	N16° 28' 28"E	64.01'	41.66'
C9	2.33'	50.00'	002° 39' 55"	N57° 28' 23"E	2.33'	1.16'



- LEGEND**
- - FOUND 1/2" IRON ROD OR AS NOTED
 - - SET 1/2" IRON ROD w/ 7/16" CAP STAMPED "C.S. R.P.L. #0000"
 - ▲ - CALCULATED POINT
 - - FOUND "X" MARK
 - - FOUND 2" IRON PIPE OR AS NOTED
 - - POINT OF BEGINNING
 - SE - SOUTHEAST
 - CNR - CORNER
 - SECT. - SECTION
 - R.O.W. - RIGHT OF WAY
 - VOL. - VOLUME
 - P.L. - PAGE
 - DOC. - DOCUMENT
 - A.F.H. - AFFIDAVIT OF HERSHIP
 - S.W.D. - SPECIAL WARRANTY DEED
 - D.W.K. - DEED WITHOUT WARRANTY
 - O.R.H.C.T. - OFFICIAL RECORDS HIDALGO COUNTY TEXAS
 - M.R.H.C.T. - MAP RECORDS HIDALGO COUNTY TEXAS
 - D.R.H.C.T. - DEED RECORDS HIDALGO COUNTY TEXAS

RIOPLEX ENGINEERING

FIRM No. 26964
1200 Auburn Ave., Suite 280 Office # (956) 631-8327
McAllen, Tx. 78504 rioplexengineering.com

PRINCIPAL CONTACTS	ADDRESS	CITY & ZIP	PHONE
OWNER: VICTOR J DANIEC, C.E.O.	5121 W STATE HIGHWAY 107	EDINBURG, TX 78539	C/O (956) 330-2433
ENGINEER: KELLEY HELLER-VELA, P.E.	1200 AUBURN AVE, SUITE 280	MCALLEN, TX 78504	(956) 330-2433
SURVEYOR: MANNY CARRIZALES, R.P.L.S.	4807 GONDOLA AVE.	EDINBURG, TX. 78542	(956) 567-2167

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

ORDINANCE NO. 2026-11

AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS, AMENDING ARTICLE 13 UTILITIES BY UPDATING AND ESTABLISHING WATER AND SEWER REGULATIONS, INCLUDING LOCATION-BASED UTILITY RATES, TAP AND ACCESS FEES, SUBDIVISION WATER SYSTEM ACCESS FEES, METERING REQUIREMENTS IN COMPLIANCE WITH STATE LAW, AND MASTER METER PROVISIONS FOR PROPERTIES OUTSIDE CITY LIMITS; PROVIDING FOR COST RECOVERY, SYSTEM PROTECTION, AND EQUITABLE SERVICE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Mercedes, Texas, finds that it is necessary to periodically review and update the City’s water and wastewater ordinances to ensure proper operation, maintenance, and financial sustainability of the utility system;

WHEREAS, the City provides water and sewer services both within its corporate limits and to properties located within its extraterritorial jurisdiction (ETJ) and its Certificate of Convenience and Necessity (CCN) service area;

WHEREAS, the City Commission has determined that these amendments are necessary and proper to protect the public health, safety, and welfare of the residents of Mercedes, Texas;

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

SECTION I. CONNECTION REQUIRED.

(a) Requirements for connection to public water and sewer system.

- (1) Any applicant seeking to plat property or property owner seeking a building permit within the city limits or ETJ of the city, or within its Certificate of Convenience and Necessity (CCN) service area, are required to connect to the city's water distribution and wastewater collection systems, unless property is too far from such systems as determined solely by the city manager, or his designee.
- (2) Whenever, by reason of the extension of any sewer line or lines of the city, or its successors, property with toilet facilities using private septic systems comes within two hundred feet (200 ft.) of any such usable sewer line, the owners shall contract with said city, or its successors, to connect with such sewer line within sixty (60) days thereafter and shall cause effective connection not later than thirty (30) days later.
- (3) The city of Mercedes shall exercise its authority granted pursuant to the Texas Local Government Code, 214.013:
 - A. A municipality may:
 - i. Provide for a sanitary sewer system; and
 - ii. Require property owners to connect to the sewer system.
 - B. If an owner does not connect to the sewer system, the municipality may:
 - i. Fix a lien against the owner's property;

- ii. Charge the cost of the connection to the owner as a personal liability; and
 - iii. Impose a penalty on the owner.
- (b) Failure to connect to public sewer. It shall be unlawful for any person, whether as owner, as agent of the owner, or as a lessee, tenant, proprietor or occupant, of any building or part of building coming within the provisions of this chapter, to construct, use or maintain, or permit to be constructed, used or maintained, upon the lot, parcel of land or premises upon which the building or part of building is located, any privy, water closet, urinal, slop drain, bathtub drain, shower/bath drain, wastewater drain or other receptacle whatever, used or to be used for the purpose of receiving and discharging sewage matter or slop of any kind, unless such receptacle shall be connected with the city sewer system and be kept and maintained in proper working condition.
- (c) Penalty. Any person violating any provision of this chapter shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine not exceeding \$2,000.00. Each day any violation of this chapter shall continue shall constitute a separate offense; provided, however, that, the imposition of any such fine for any such violation shall not constitute an estoppel for other relief against any such violation available at law.

SECTION II. TAMPERING WITH WATER METER OR WATER SYSTEM; UNLAWFUL USE OF WATER.

- (a) It shall be unlawful for any unauthorized person to tamper with, adjust, replace or misuse any water meter owned by the city.
- (b) Any person who directly or indirectly by any means or device tampers with, alters, or injures any part of the waterworks system of the city, or who prevents the passage of water through any meter belonging to the city water system, or who in any way prevents or interfere any meter used in connection with the supply of water to any consumer by said city water system from correctly registering or reading the amount of water passing through such meter, or who prevents a meter from correctly registering water supplied, or who in any way interferes with the proper action or correct registration of a city water meter or utility infrastructure, or who, without consent in writing from the city manager, diverts any water from any pipe or pipes of the city water system, or otherwise uses or causes to be used, without the written consent of the city manager, any water produced or distributed by said water system, or who retains possession of or refuses to deliver any meter, materials, or equipment belonging to the city water system, regardless of how the same came into his or her possession, shall be guilty of a misdemeanor, and upon conviction thereof shall be fined in accordance with the general penalty provided in this section.
- (c) The presence of a bypass, tampering device, or modified meter on a property shall be presumptive evidence that the customer of record or the person receiving water at that location caused the tampering. It is not required to catch a person in the act of tampering to establish a violation.
- (d) Tampering with the City's water system shall include, but not be limited to, the unauthorized removal or breaking of any lock placed on a water meter or service connection, and the illegal reconnection or use of water service without authorization from the City.
- (e) Tampering shall also include the transfer or sharing of water from one property to another by any means, including the use of hoses, pipes, or other devices to supply water to a separate property or customer. Any person providing such unauthorized connection, as well as any person receiving water in this manner, shall both be considered in violation of this section and shall be subject to the penalties prescribed herein.
- (f) Penalties for Violations.
 - (1) Criminal Penalty: Any person violating this section shall be guilty of a Class C

Misdemeanor and, upon conviction, shall be fined up to \$2,000.00 per day. Each day a violation continues constitutes a separate offense.

- (2) **Civil Penalty:** In addition to criminal fines, the City may pursue a civil penalty of up to \$5,000.00 per day in a court of competent jurisdiction for violations that occur within the City's service area.
 - (3) **Restitution and Administrative Fees:** Any person found in violation shall be liable to the City for the full cost of repairs, the estimated value of unmetered water, and a non-refundable administrative tampering fee.
- (g) In the event that a utility service is discontinued due to non-payment, the City is authorized to apply the customer's existing security deposit toward the outstanding delinquent balance to cover the amount due. Before service can be restored, the account holder is required to replenish the security deposit by paying a new amount equal to the total sum of the monthly billings that remained unpaid at the time of disconnection. This requirement to provide a new deposit shall be mandatory every time a service is discontinued for non-payment and a previous deposit has been applied to the balance.

SECTION III. WATER SYSTEM ESTABLISHED.

There shall be a city water system organized and managed as provided by the city commission.

SECTION IV. RULES AND REGULATIONS FOR WATER SERVICE.

The water department, under the direction of the city manager, is hereby authorized and directed to establish such rules, regulations and conditions for the furnishing of water to customers as in his judgment shall be proper; provided, however, that such rules, regulations and conditions shall not be contrary to any applicable ordinance or law.

SECTION V. INSTALLATION OF SEWER CONNECTION.

The city shall provide a wye in the alley or street adjacent to the lot or nearest corner of the connector's property, within one foot of the surface of the ground. The house connection from the city lateral shall be installed at the expense of the connector in accordance with the regulations of and subject to the inspection of the city.

SECTION VI. PERMIT FOR SEWER CONNECTION.

No person shall make a connection to the city's sewer system without a permit.

SECTION VII. FIRE HYDRANT AND DOUBLE STRAP SADDLE SPECIFICATIONS.

- (a) **Purpose.** The purpose of this section 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.
- (b) **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.

(c) Fire hydrant specifications.

1. General requirements.
 - A. Hydrants shall comply with AWWA C502, AWWA C550 (coatings), AWWA C111 (joints), NSF/ANSI 61 & 372, and TCEQ 30 TAC 290.
 - B. Hydrants shall be installed in accordance with NFPA 24.
 - C. Fire flow testing and color coding shall be in accordance with NFPA 291.
 - D. Hydrants must be UL/FM approved where required.
2. Performance standards.
 - A. Working pressure: 250 psi minimum.
 - B. Hydrostatic test: 500 psi.
 - C. Main valve opening: 5-1/4 inch minimum.
 - D. Nozzles: two (2) 2-1/2 inch NST and one (1) 4-1/2 inch NST, with local fire department threads as directed.
 - E. Operating direction: open left (counter-clockwise) unless otherwise directed.
 - F. Drainage: automatic drains with gravel pocket, or plugs where groundwater risk exists.
 - G. Materials: ductile iron body, bronze seat rings, stainless steel stem, EPDM O-rings.
 - H. Coating: fusion bonded epoxy, inside and outside, per AWWA C550, 8-12 mil DFT.
 - I. Markings: year, manufacturer, and open direction cast on hydrant.
 - J. Warranty: minimum ten (10) years on hydrant and twenty-five (25) years on main valve/bonnet sealing.

(d) Fire hydrant installation requirements.

1. Hydrants shall only be installed on mains six (6) inches in diameter or larger. Each hydrant shall have a six-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.
- (e) Enforcement. All contractors, developers, and City departments shall comply with the specifications contained in this section. No hydrant or saddle shall be accepted by the City unless it meets these requirements.

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 7TH DAY OF APRIL IN THE YEAR OF OUR LORD, 2026.

1st Reading: April 7, 2026

2nd Reading: April 21, 2026

CITY OF MERCEDES:

Oscar D. Montoya, Mayor

ATTEST:

APPROVED AS TO FORM:

Joselynn Castillo
City Secretary

Martie Garcia Vela
City Attorney

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS, AMENDING ARTICLE 13 UTILITIES BY UPDATING AND ESTABLISHING WATER AND SEWER REGULATIONS, INCLUDING LOCATION-BASED UTILITY RATES, TAP AND ACCESS FEES, SUBDIVISION WATER SYSTEM ACCESS FEES, METERING REQUIREMENTS IN COMPLIANCE WITH STATE LAW, AND MASTER METER PROVISIONS FOR PROPERTIES OUTSIDE CITY LIMITS; PROVIDING FOR COST RECOVERY, SYSTEM PROTECTION, AND EQUITABLE SERVICE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Mercedes, Texas, finds that it is necessary to periodically review and update the City’s water and wastewater ordinances to ensure proper operation, maintenance, and financial sustainability of the utility system;

WHEREAS, the City provides water and sewer services both within its corporate limits and to properties located within its extraterritorial jurisdiction (ETJ) and its Certificate of Convenience and Necessity (CCN) service area;

WHEREAS, the City Commission has determined that these amendments are necessary and proper to protect the public health, safety, and welfare of the residents of Mercedes, Texas;

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

SECTION I. CONNECTION REQUIRED.

(a) Requirements for connection to public water and sewer system.

- (1) Any applicant seeking to plat property or property owner seeking a building permit within the city limits or ETJ of the city, or within its Certificate of Convenience and Necessity (CCN) service area, are required to connect to the city's water distribution and wastewater collection systems, unless property is too far from such systems as determined solely by the city manager, or his designee.
- (2) Whenever, by reason of the extension of any sewer line or lines of the city, or its successors, property with toilet facilities using private septic systems comes within two hundred feet (200 ft.) of any such usable sewer line, the owners shall contract with said city, or its successors, to connect with such sewer line within sixty (60) days thereafter and shall cause effective connection not later than thirty (30) days later.
- (3) The city of Mercedes shall exercise its authority granted pursuant to the Texas Local Government Code, 214.013:
 - A. A municipality may:
 - i. Provide for a sanitary sewer system; and
 - ii. Require property owners to connect to the sewer system.
 - B. If an owner does not connect to the sewer system, the municipality may:
 - i. Fix a lien against the owner's property;

- ii. Charge the cost of the connection to the owner as a personal liability; and
 - iii. Impose a penalty on the owner.
- (b) Failure to connect to public sewer. It shall be unlawful for any person, whether as owner, as agent of the owner, or as a lessee, tenant, proprietor or occupant, of any building or part of building coming within the provisions of this chapter, to construct, use or maintain, or permit to be constructed, used or maintained, upon the lot, parcel of land or premises upon which the building or part of building is located, any privy, water closet, urinal, slop drain, bathtub drain, shower/bath drain, wastewater drain or other receptacle whatever, used or to be used for the purpose of receiving and discharging sewage matter or slop of any kind, unless such receptacle shall be connected with the city sewer system and be kept and maintained in proper working condition.
- (c) Penalty. Any person violating any provision of this chapter shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine not exceeding \$2,000.00. Each day any violation of this chapter shall continue shall constitute a separate offense; provided, however, that, the imposition of any such fine for any such violation shall not constitute an estoppel for other relief against any such violation available at law.

SECTION II. TAMPERING WITH WATER METER OR WATER SYSTEM; UNLAWFUL USE OF WATER.

- (a) It shall be unlawful for any unauthorized person to tamper with, adjust, replace or misuse any water meter owned by the city.
- (b) Any person who directly or indirectly by any means or device tampers with, alters, or injures any part of the waterworks system of the city, or who prevents the passage of water through any meter belonging to the city water system, or who in any way prevents or interfere any meter used in connection with the supply of water to any consumer by said city water system from correctly registering **or reading** the amount of water passing through such meter, or who prevents a meter from correctly registering water supplied, or who in any way interferes with the proper action or correct registration of a city water meter, or who, without consent in writing from the city manager, diverts any water from any pipe or pipes of the city water system, or otherwise uses or causes to be used, without the written consent of the city manager, any water produced or distributed by said water system, or who retains possession of or refuses to deliver any meter, materials, or equipment belonging to the city water system, regardless of how the same came into his or her possession, shall be guilty of a misdemeanor, and upon conviction thereof shall be fined in accordance with the general penalty provided in ~~section 1.01.009 of this code, and each violation and each day of violation shall constitute a separate offense~~ **this section.**
- (c) The presence of a bypass, tampering device, or modified meter on a property shall be presumptive evidence that the customer of record or the person receiving water at that location caused the tampering. It is not required to catch a person in the act of tampering to establish a violation.
- (d) Tampering with the City's water system shall include, but not be limited to, the unauthorized removal or breaking of any lock placed on a water meter or service connection, and the illegal reconnection or use of water service without authorization from the City.
- (e) Tampering shall also include the transfer or sharing of water from one property to another by any means, including the use of hoses, pipes, or other devices to supply water to a separate property or customer. Any person providing such unauthorized connection, as well as any person receiving water in this manner, shall both be considered in violation of this section and shall be subject to the penalties prescribed herein.
- (f) Penalties for Violations.

(1) Criminal Penalty: Any person violating this section shall be guilty of a Class C Misdemeanor and, upon conviction, shall be fined up to \$2,000.00 per day. Each day a violation continues constitutes a separate offense.

(2) Civil Penalty: In addition to criminal fines, the City may pursue a civil penalty of up to \$5,000.00 per day in a court of competent jurisdiction for violations that occur within the City's service area.

(3) Restitution and Administrative Fees: Any person found in violation shall be liable to the City for the full cost of repairs, the estimated value of unmetered water, and a non-refundable administrative tampering fee.

(g) In the event that a utility service is discontinued due to non-payment, the City is authorized to apply the customer's existing security deposit toward the outstanding delinquent balance to cover the amount due. Before service can be restored, the account holder is required to replenish the security deposit by paying a new amount equal to the total sum of the monthly billings that remained unpaid at the time of disconnection. This requirement to provide a new deposit shall be mandatory every time a service is discontinued for non-payment and a previous deposit has been applied to the balance.

SECTION III. WATER SYSTEM ESTABLISHED.

There shall be a city water system organized and managed as provided by the city commission.

SECTION IV. RULES AND REGULATIONS FOR WATER SERVICE.

The water department, under the direction of the city manager, is hereby authorized and directed to establish such rules, regulations and conditions for the furnishing of water to customers as in his judgment shall be proper; provided, however, that such rules, regulations and conditions shall not be contrary to any applicable ordinance or law.

SECTION V. INSTALLATION OF SEWER CONNECTION.

The city shall provide a wye in the alley or street adjacent to the lot or nearest corner of the connector's property, within one foot of the surface of the ground. The house connection from the city lateral shall be installed at the expense of the connector in accordance with the regulations of and subject to the inspection of the city.

SECTION VI. PERMIT FOR SEWER CONNECTION.

No person shall make a connection to the city's sewer system without a permit.

SECTION VII. FIRE HYDRANT AND DOUBLE STRAP SADDLE SPECIFICATIONS.

(a) Purpose. The purpose of this section 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.

(b) 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.

(c) Fire hydrant specifications.

1. General requirements.
 - A. Hydrants shall comply with AWWA C502, AWWA C550 (coatings), AWWA C111 (joints), NSF/ANSI 61 & 372, and TCEQ 30 TAC 290.
 - B. Hydrants shall be installed in accordance with NFPA 24.
 - C. Fire flow testing and color coding shall be in accordance with NFPA 291.
 - D. Hydrants must be UL/FM approved where required.
2. Performance standards.
 - A. Working pressure: 250 psi minimum.
 - B. Hydrostatic test: 500 psi.
 - C. Main valve opening: 5-1/4 inch minimum.
 - D. Nozzles: two (2) 2-1/2 inch NST and one (1) 4-1/2 inch NST, with local fire department threads as directed.
 - E. Operating direction: open left (counter-clockwise) unless otherwise directed.
 - F. Drainage: automatic drains with gravel pocket, or plugs where groundwater risk exists.
 - G. Materials: ductile iron body, bronze seat rings, stainless steel stem, EPDM O-rings.
 - H. Coating: fusion bonded epoxy, inside and outside, per AWWA C550, 8-12 mil DFT.
 - I. Markings: year, manufacturer, and open direction cast on hydrant.
 - J. Warranty: minimum ten (10) years on hydrant and twenty-five (25) years on main valve/bonnet sealing.

(d) Fire hydrant installation requirements.

1. Hydrants shall only be installed on mains six (6) inches in diameter or larger. Each hydrant shall have a six-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.
- (e) Enforcement. All contractors, developers, and City departments shall comply with the specifications contained in this section. No hydrant or saddle shall be accepted by the City unless it meets these requirements.

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 7TH DAY OF APRIL IN THE YEAR OF OUR LORD, 2026.

1st Reading: April 7, 2026

2nd Reading: April 21, 2026

CITY OF MERCEDES:

Oscar D. Montoya, Mayor

ATTEST:

Joselynn Castillo
City Secretary

APPROVED AS TO FORM:

Martie Garcia Vela
City Attorney

ORDINANCE NO. 2026-12

AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS, AMENDING ARTICLE A8.000 UTILITY RATES AND CHARGES; ESTABLISHING UPDATED FEES FOR WATER AND SEWER TAPS, ACCESS, AND METER INSTALLATIONS; IMPLEMENTING ADMINISTRATIVE SERVICE FEES, DEPOSIT REQUIREMENTS, AND PENALTIES FOR DELINQUENT ACCOUNTS; MANDATING COMPLIANCE WITH INDIVIDUAL METERING STANDARDS PURSUANT TO STATE REGULATIONS; PROVIDING FOR SURCHARGES ON EXTRATERRITORIAL SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING A CUMULATIVE CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Mercedes, Texas, finds that it is necessary to periodically review and update the City's utility rates and service charges to ensure full cost recovery for the operation, maintenance, and expansion of the municipal water and wastewater systems; and

WHEREAS, the City Commission recognizes the need to implement administrative fees for specialized services, such as travel meters, rereads, and reconnection services, to offset the direct labor and equipment costs incurred by the City; and

WHEREAS, the City Commission has determined that protecting the public water supply requires strict adherence to individual metering requirements and the prohibition of unauthorized "U-branching" in accordance with Texas Commission on Environmental Quality (TCEQ) regulations; and

WHEREAS, the City Commission finds it equitable to assess a surcharge and additional infrastructure costs on service connections located outside the corporate city limits to account for the increased burden on the City's transmission and administrative resources; and

WHEREAS, the City Commission has determined that these amendments are necessary and proper to protect the public health, safety, and welfare of the residents and customers of Mercedes, Texas.

WHEREAS, the City Commission has determined that these amendments are necessary and proper to protect the public health, safety, and welfare of the residents of Mercedes, Texas;

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

SECTION I. MONTHLY WATER AND SEWER RATES.

Effective on utility bills issued after October 1, 2025, the water and sewer rates for the City of Mercedes shall be as set forth in Exhibit A to this chapter, which is incorporated herein by reference.

SECTION II. WATER TAPS/ACCESS FEE.

The following charges shall be made as tapping fees for making connections for the use of any water user:

- A. In-City Customers – Properties located within the corporate limits of the City.
 - 1. 5/8" x 3/4" connection: \$800.00 plus water rights, paving and boring fees.

2. 3/4" connection: \$880.00 plus paving repairs and boring fees.
 3. 1" connection: \$945.00 plus paving repairs and boring fees.
 4. 1-1/2" – 4" connection: Actual costs associated with tap, materials, labor and paving repairs and 10% of the actual cost for administrative fees.
- B. ETJ Customers – Properties located outside the City limits but within the City’s extraterritorial jurisdiction (ETJ).
1. 5/8" x 3/4" connection: \$1,200.00 plus water rights, paving and boring fees.
 2. 3/4" connection: \$1,320.00 plus paving repairs and boring fees.
 3. 1" connection: \$1,417.50 plus paving repairs and boring fees.
 4. 1-1/2" – 4" connection: Actual costs associated with tap, materials, labor and paving repairs and 15% of the actual cost for administrative fees.
- C. CCN Customers – Properties located outside both the City limits and ETJ, but within the City’s certificated water service area (CCN).
1. 5/8" x 3/4" connection: \$1,600.00 plus water rights, paving and boring fees.
 2. 3/4" connection: \$1,760.00 plus paving repairs and boring fees.
 3. 1" connection: \$1,890.00 plus paving repairs and boring fees.
 4. 1-1/2" – 4" connection: Actual costs associated with tap, materials, labor and paving repairs and 20% of the actual cost for administrative fees.
- D. Subdivision Developer Installation and Access Fees.
1. A Water System Access Fee shall be assessed for all subdivisions in which the developer installs and dedicates water infrastructure to the City. The fee shall be equal to fifty percent (50%) of the applicable water tap fee per lot or service connection, and shall represent the development’s proportionate share of the City’s existing water system capacity, treatment, and transmission infrastructure. This fee shall be required in addition to applicable inspection and meter installation fees and shall be paid at a time determined by the City, including but not limited to final plat approval or prior to issuance of building permits.
- E. All accounts and projects described above shall be governed by the fee schedule in effect at the time of their original submission or initiation.
- F. No person shall connect to the City's main lines without a permit, and any boring or open cut requires a separate excavation permit in addition to standard tapping fees.

SECTION III. SEWER TAPS/ACCESS FEE.

- A. In-City Customers – Properties located within the corporate limits of the City.
1. 4" service line connection: \$600.00 plus paving and boring fees.
 2. 6" or greater service line connections: Actual costs associated with tap, materials, labor and paving repairs and 10% of the actual cost for administrative fees.
- B. ETJ Customers – Properties located outside the City limits but within the City’s extraterritorial jurisdiction (ETJ).
1. 4" service line connection: \$900.00 plus paving and boring fees.
 2. 6" or greater service line connections: Actual costs associated with tap, materials, labor and paving repairs and 15% of the actual cost for administrative fees.
- C. CCN Customers – Properties located outside both the City limits and ETJ, but within the City’s certificated water service area (CCN).
1. 4" service line connection: \$1,200.00 plus paving and boring fees.
 2. 6" or greater service line connections: Actual costs associated with tap, materials, labor and paving repairs and 20% of the actual cost for administrative fees.
- D. Subdivision Developer Installation and Access Fees.

1. A Sewer System Access Fee shall be assessed for all subdivisions in which the developer installs and dedicates water infrastructure to the City. The fee shall be equal to fifty percent (50%) of the applicable sewer tap fee per lot or service connection, and shall represent the development's proportionate share of the City's existing sewer system capacity, treatment, and transmission infrastructure.
- E. All accounts and projects described above shall be governed by the fee schedule in effect at the time of their original submission or initiation.
- F. No person shall connect to the City's main lines without a permit, and any boring or open cut requires a separate excavation permit in addition to standard tapping fees.

SECTION IV. WATER METERS.

- A. The water meters, any related fixtures, and the installation required to do the same, shall be recoverable based on the following formula:

Cost of water meter/fixtures + 50% of costs + (est) installation \$100 = recoverable costs
 Example is given as follows: (meter @ \$250 + fixtures @ \$30) = \$280 + \$140 (50% of \$280) + \$100 installation = \$520.

Furthermore, the maximum % shall not exceed \$500.00 per meter.

- B. It is stated that should the meter equipment be damaged by the account holder, the damaged cost to repair and/or replace said equipment shall be fully reimbursed by the account holder, plus pay an additional \$20.00 fee to cover the costs to administratively process the repair/replacement/(installation). On plastic meter box replacements, the account holder shall only pay for the meter box itself, but no administrative fee nor installation fee shall be levied.
- C. Master Meters for Properties Outside City Limits.
 1. The City may allow the installation of a master meter to serve multiple living structures located on a single property outside the city limits, subject to approval by the City Manager or designee. Approval of a master meter shall be at the sole discretion of the City and shall be considered only where individual metering is not feasible or practical.
 2. All water usage shall be billed at two hundred percent (200%) of the applicable in-city water rates, including base and volumetric charges.
 3. All sewer charges shall be billed at two hundred percent (200%) of the applicable in-city sewer rates.
 4. All master meter installations shall comply with applicable regulations of the Texas Commission on Environmental Quality and all City standards, including requirements related to backflow prevention, pressure, and system protection.
 5. The City reserves the right to revoke approval of a master meter and require individual service connections if:
 - a. The system creates operational or public health concerns;
 - b. There are repeated leaks, violations, or maintenance issues;
 - c. The configuration is found to be non-compliant with applicable regulations.
- D. The property owner, or all property owners served by the City's utility infrastructure, shall be fully responsible for:
 1. The maintenance and repair of all private lines, service lines, and connections located beyond the point of metering;

2. Any damage or required repairs associated with the connection to the City's water system;
3. The cost of repairs to the City's main line where such repairs are necessitated by, or attributable to, the service connection, usage, or failure of private infrastructure serving the property.
4. The property owner(s) shall:
 - a. Assume full responsibility for the distribution and use of water beyond the meter;
 - b. Be liable for any losses, damages, or system impacts caused by the service connection or private distribution system;
 - c. Indemnify and hold harmless the City from any claims, damages, or liabilities arising from the use or condition of the service connection beyond the meter.

SECTION V. INSTALLATION FEE FOR EXISTING WATER TAPS.

- A. In-City Customers – Properties located within the corporate limits of the City.
 1. 5/8" x 3/4" connection: \$440.00.
 2. 3/4" connection: \$520.00.
 3. 1" connection: \$580.00.
 4. 1-1/2" – 4" connection: Actual costs associated with meter, materials, and labor.
- B. ETJ Customers – Properties located outside the City limits but within the City's extraterritorial jurisdiction (ETJ).
 1. 5/8" x 3/4" connection: \$660.00.
 2. 3/4" connection: \$780.00.
 3. 1" connection: \$870.00
 4. 1-1/2" – 4" connection: Actual costs associated with meter, materials, and labor.
- C. CCN Customers – Properties located outside both the City limits and ETJ, but within the City's certificated water service area (CCN).
 1. 5/8" x 3/4" connection: \$880.00.
 2. 3/4" connection: \$1,040.00.
 3. 1" connection: \$1,160.00.
 4. 1-1/2" – 4" connection: Actual costs associated with meter, materials, and labor.
- D. All accounts and projects described above shall be governed by the fee schedule in effect at the time of their original submission or initiation.
- E. The City Manager, or the Director of Utilities as their designee, is hereby authorized to administratively adjust the established water meter fees to reflect the actual and direct market cost of the meters and related hardware.
- F. For any property or service connection located outside the corporate city limits shall be increased by a surcharge of 25% over the standard water rate.

SECTION VI. LATE PAYMENT PENALTY; TERMINATION OF SERVICES, NSF CHARGE.

- A. All bills including water, sewer, refuse, and special assessments, will be due 15 calendar days from the date of issuance of such bill. If payment is not received by said due date, a penalty of ten percent (10%) shall be added to the original amount. Should any account remain unpaid for seven (7) days past the due date, the customer shall be considered delinquent and services terminated without further notice. Customers must pay the full amount due for utility and garbage services before service is reconnected. No new utility

accounts may be opened for a customer who has an outstanding delinquent account for utility services. Other services, such as building permit sales may be withheld until such time the utility account is paid in full. A \$35.00 fee will be charged to reinstate an account during normal business hours and a \$50.00 fee will be charged to reinstate an account after hours. After a customer has been disconnected, no one shall make a reconnection or obtain any water by any manner from the disconnected place, except by authorized employees of the water department. An NSF charge of thirty dollars (\$30.00) will be made to the customer's account for each returned check. If a customer requests a reread of their meter, and the initial reading by the city is correct, there will be a \$35.00 service call fee added to the customer's current monthly bill.

- B. It shall be unlawful for any person or firm not so authorized, to tamper, share, adjust, replace or misuse any water meter owned by the city. Any person in violation of this section shall be fined five hundred dollars (\$500.00) plus any damages as a result of such tampering plus an administrative fee, and estimated rate loss. The city has right to file criminal charges in court.

SECTION VII. DEPOSIT

- A. A deposit of \$125.00 for homeowners and \$250.00 for renters shall be required for service for all new residential and garbage accounts inside city limits. A deposit of \$500.00 shall be required for service for all new commercial and commercial garbage accounts. Such deposit fees, exclusive of interest earned, shall be returned to the customer upon closing of the account and full payment of the final account bill by the customer.
- B. Any property outside city limits would be charge a deposit of \$250.00 for homeowners and \$350 for renters shall be required for service for all new residential and garbage accounts. A deposit of \$700.00 shall be required for service for all new commercial and commercial garbage accounts outside city limits. Such deposit fees, exclusive of interest earned, shall be returned to the customer upon closing of the account and full payment of the final account bill by the customer.
- C. In the event that a utility service is discontinued due to non-payment, the City is authorized to apply the customer's existing security deposit toward the outstanding delinquent balance to cover the amount due. Before service can be restored, the account holder is required to replenish the security deposit by paying a new amount equal to the total sum of the monthly billings that remained unpaid at the time of disconnection. This requirement to provide a new deposit shall be mandatory every time a service is discontinued for non-payment and a previous deposit has been applied to the balance.

SECTION VIII. REDUCTION OF MONTHLY CHARGE FOR ELDERLY PERSONS AND VETERANS.

- A. Residential users who are 62 years of age or older or residential users who are veterans of the armed forces of the United States of America may receive a \$5.60 per month reduction in the base charge for the water and sewer for one residence only. A residential user who is both 62 years of age or older and a veteran of the armed forces of the United States of America will qualify for only one reduction in rate, either the 62 years of age or older or the veteran's reduction, but not both. The residential user must apply for the reduction at the water department and must provide proof of his/her status as either over 62 years of age or veteran. The reduction will take effect on the following billing cycle and will not be retroactive. Applicants may be required to reapply annually.

- B. The Utility Department shall annually evaluate all accounts receiving this reduction to verify continued eligibility. As part of this annual evaluation, the customer shall be required to provide updated proof of status or any other documentation deemed necessary by the Utility Department to maintain the rate reduction. Failure to provide the required verification upon request will result in the immediate removal of the reduction from the account.

SECTION IX. MONTHLY CHARGE TO DEFRAY COSTS OF FIREFIHTING EQUIPMENT.

- A. The following rates shall be charged to defray costs for acquisition of firefighting equipment and for operating expenses:
 - 1. Residential accounts: \$3.50/month.
 - 2. Housing and apartments: \$2.00/month per unit.
 - 3. Mobile homes: \$1.50/month per occupied space.
 - 4. All other accounts: \$3.50/month.
- B. Users who are 62 years of age or older may receive a \$0.50 per month reduction in the fire fee.

SECTION X. SEWER RATES AND DEPOSIT FOR PROPERTIES SERVED BY WATER WELLS.

- A.
 - A. Single-family residential with unmetered connections with no water consumption (water wells) records shall pay a flat sewer rate equivalent to the sum of the residential base fee plus the equivalent rate of 6000 gallons of water consumption per month.
 - B. Commercial accounts with unmetered connections with no water consumption (water wells) records shall pay a flat sewer rate equivalent to the sum of the commercial base fee plus the equivalent rate of 10,000 gallons of water consumption per month.
- B. Whenever the utility rates are adjusted, the sewer rate formula for “water well lots” shall be similarly applied pursuant to the residential base fee and/or the commercial base fee plus the average water consumption perceived for said unmetered site.
- C. The deposit rates for customers on water wells that are tied into the city sanitary sewer system are as follows, being identical to the deposit rates for those customers on metered potable water:
 - 1. Homeowner: \$110.00.
 - 2. Renter: \$150.00.
 - 3. Commercial: \$200.00.

SECTION XI. FEES FOR DELINQUENT ACCOUNTS AND SERVICE RESTORATION.

- A. Standard Reconnection Fee: When utility service is discontinued for failure to pay any due charge, a fee of \$35.00 shall be assessed for reconnecting the service during normal business hours.
- B. After-Hours Reconnection Fee: Any reconnection requested after 5:30 PM, on weekends, or on official city holidays shall be assessed a fee of \$50.00. For any property located outside the corporate city limits, the after-hours reconnection fee shall be increased by

25%, resulting in a total charge of \$62.50.

- C. Payment Requirement: All delinquent charges, including the administrative disconnect fee and any applicable reconnection fees, must be paid in full before service is restored.

SECTION XII. GARBAGE COLLECTION RATES.

A. Residential.

- 1. All permanent living units (homes, trailer homes, apartments, etc.), street, alley, or central complex pickup service: \$12.72 per month per unit.
- 2. Additional containers shall be charged \$5.72 per month per unit.
- 3. For any property or service connection located outside the corporate city limits shall be increased by a surcharge of 25% over the standard rate.

B. Commercial.

- 1. Class I: Dumpster bins. Businesses using dumpster bins will be charged on a monthly basis according to the fees below. Each business will select the dumpster size and pickup frequency and sign an agreement to that effect.

Class I. Commercial – Bins

Bin Size Yards	Class I. Commercial - Bins					
	Pickup Frequency per Week					
	1X	2X	3X	4X	5X	6X
3	\$103.91	\$186.92	\$270.89	\$353.68	\$436.88	\$524.00
4	\$121.08	\$216.74	\$312.68	\$410.20	\$504.57	\$599.89
6	\$154.98	\$276.41	\$399.81	\$529.52	\$645.83	\$767.65
8	\$187.32	\$328.19	\$485.35	\$634.14	\$779.23	\$925.36

- 2. Class II: Handheld small commercial. A monthly charge of \$20.22 for a single 96-gallon [container]. Additional containers will be provided as needed, and an additional charge of \$16.79 per month per cart shall be paid. The containers will be picked up once a week.

SECTION XIII. BRUSH COLLECTION RATES.

The monthly service charges for brush will be as follows:

- 1. Residential: The rate for residential service shall be \$4.50 per month.
- 2. Commercial: The rate for commercial service shall be \$7.00 per month.
- 3. Apartment houses: The rate for apartments, where all apartments are on one meter, shall be the same as the applicable residence rate, plus \$2.00 per month for each apartment unit in excess of one, whether or not all of such units are rented.
- 4. Trailers or mobile home units: The minimum charge for trailer or mobile home units shall be \$2.00 per month per active trailer space, whether the trailer thereon is occupied or unoccupied.
- 5. Business, property, premises, or building not otherwise classified or covered: If any business, commercial institution, or property situated in the city shall not be specifically listed in any of the forgoing schedules, said business, institution, or property shall be classified and charged the rate of a like or similar business listed in said schedule. In the event a controversy arises as to the proper classification, the city commission, after a hearing with the interested party, shall determine the classification and rate and said determination shall be final and conclusive.

6. For any property or service connection located outside the corporate city limits shall be increased by a surcharge of 25% over the standard rate.

SECTION XIV. WATER RIGHTS FEE.

For all service applications, the city will determine the quantity and fee for municipal water rights. The required amount of municipal water rights for standard service will be equal to the size of the requested water meter(s) expressed in the number of equivalent 5/8" meter units multiplied by 0.2 - acre feet. The number of equivalent 5/8" meter units will be determined using AWWA standards. The amount of municipal water rights required for nonstandard service will be determined on an individual basis. The city manager or city manager's designee, will assess a fee based upon the price of pooled municipal water rights that are available through the city or the current market price. This fee will also include applicable estimated administrative and legal fees. In lieu of paying the assessed fee for municipal water rights, applicant may choose to provide the city with the required municipal water rights.

SECTION XV. PAYMENT ARRANGEMENT AND FAILED PAYMENT ARRANGEMENTS.

Payment arrangements must be made through the utility billing department for any utility services. And are subject to the following mandatory conditions:

1. In-Person Requirement: All requests for payment arrangements must be made in person at the Utility Billing Department.
2. Authorized Personnel: Only the individual whose name is on the utility account may request an arrangement.
3. Identification: The account holder must present a valid photo identification at the time of the request.
4. No Phone Requests: Telephonic requests for payment arrangements will not be accepted under any circumstances.
5. Frequency Limit: Each utility account is strictly limited to one (1) payment arrangement per calendar year.
6. Deadline: No payment arrangement shall extend beyond a week.
7. Default and Disconnection: Failure to comply with the terms of a payment arrangement will result in the immediate commencement of service disconnection procedures without further notice.

SECTION XVI. SERVICE FEES

- A. Travel Meter: A deposit of \$900.00 is required, plus a daily rental fee of \$10.00 and a service fee of \$80.00.
 1. In the event that any metering equipment is damaged or defaced while in a customer's possession or upon its return to the City, the customer shall be held strictly liable for the full replacement cost of the device. This reimbursement, which must reflect the current market price for the hardware and any associated administrative fees, is required every time such damage occurs and must be paid in full before any security deposits are refunded or new services are activated
- B. Meter Reread: A fee of \$35.00 will be charged if a customer requests a meter reread.
- C. Meter Box Replacement: The city provides one-meter box per service; replacement of a

meter box after the first instance shall be charged from \$50.00 - \$150.00 depending on meter size.

- D. Returned Payments: A fee of \$30.00 will be charged for any returned check or bank draft.
- E. Connection Fee: A standard connection fee of \$10.00 applies to all new service activations.
- F. Tampering Administrative Fee: An administrative fee of \$500.00 shall be assessed for any unauthorized tampering with the City's water system, including but not limited to sharing water service, adjusting or replacing a water meter, removing or breaking a meter lock, or any other misuse of the system. Obstructing, restricting, or denying access to a City water meter shall also constitute tampering and a violation of utility service conditions.
- G. Standard Service Fee: A standard service fee of \$50.00 for residential and \$150.00 for commercial properties shall be assessed for any request to investigate or attempt to clear a sewer backup when the issue is determined to be within the customer's private service line and not the City's main line. Prior to any work, the property owner must sign a waiver acknowledging that the City is not responsible for any damage to plumbing or private property and that there is no guarantee the blockage will be cleared if the issue originates within the private line.

SECTION XVII. SERVICE CONNECTION REQUIREMENTS AND METERING (TCEQ COMPLIANCE)

- A. The purpose of this section is to ensure compliance with applicable regulations of the Texas Commission on Environmental Quality, including but not limited to 30 Texas Administrative Code §§ 291.89(a)(4) and 290.44(d)(4), and to protect the public water supply from contamination while ensuring adequate service to all customers.
- B. Individual Meter Requirement
 - 1. One Meter Per Service Connection. Each residential, commercial, or industrial service connection shall be required to have its own individual water meter.
 - 2. A "service connection" shall be defined as:
 - a. A single-family residence;
 - b. An individual commercial establishment; or
 - i. Every individual unit, entity, suite, or office within a commercial establishment shall be required to have its own independent water meter.
 - ii. Any existing commercial property that is currently not in compliance with these individual metering requirements shall be permitted to continue under its current configuration. At such time as any remodel, expansion, or structural modification takes place on a non-compliant property, the entire facility shall be required to transition to individual meters to follow this ordinance.
 - c. Any separate occupancy unit requiring independent water service.
 - i. Even if located within the same building or shared shell, each distinct business entity or occupancy unit must maintain a separate service connection.
- C. Prohibition of Multiple Connections on a Single Meter
 - 1. U-Branching Prohibited. The use of a single tap or meter to serve multiple separate lots, structures, or customers (commonly referred to as "U-branching") is strictly prohibited.
 - 2. No person shall:
 - a. Extend water service from one property to another property;

- b. Share a meter between separate legal lots;
 - c. Create any connection that results in multiple independent users being served by a single meter.
- D. Structures and Developments
- 1. Separate Structures. Each independent structure shall require its own service connection and meter, including:
 - a. Multiple homes located on a single lot;
 - b. Detached residential units;
 - c. Separate commercial buildings.
 - 2. Master Meter Exceptions. A master meter may be permitted for:
 - a. Apartment complexes;
 - b. Mobile home parks;
 - c. Multi-unit developments operating as a single commercial entity.
 - 3. Such master-metered developments shall:
 - a. Be treated as a single customer for billing purposes;
 - b. Comply with all applicable City and state regulations.
- E. Exceptions. Any exception to the individual metering requirement must be approved by the City Manager and comply with all applicable Texas Commission on Environmental Quality regulations.
- F. The property owner shall be responsible for all costs associated with bringing any non-compliant service connection into compliance with this section.

SECTION XVIII. INFRASTRUCTURE AND OPERATIONAL REQUIREMENTS FOR SERVICE OUTSIDE CORPORATE CITY LIMITS.

To ensure the fiscal and operational integrity of the municipal water and sewer systems, the following requirements shall apply to all real property and developments located outside the corporate city limits of the City:

- A. Cost of Specialized Infrastructure: Any additional equipment or infrastructure required for the City to provide, monitor, or read utility services for properties outside the city limits—including but not limited to signal repeaters, antennas, or specialized metering hardware—shall be the sole financial responsibility of the property owner or developer.
- B. Infrastructure Improvements: The full cost of any system improvements or extensions necessary to reach and sufficiently serve an extraterritorial development shall be passed through to the developers or property owners requesting such service.
- C. Master Metering for Developments: The City may require the installation of a master meter at the point of connection between the City’s main line and a private development’s internal system. The City shall use this master meter as the primary basis for billing and system auditing.
- D. Liability for Leaks and Repairs: For all infrastructure located downstream of the City’s point of delivery, the burden of maintenance and repair remains with the customers served by that line.
- E. Pass-Through Repair Charges: In the event of a leak, break, or necessary repair on such lines, the Director of Utilities is authorized to determine the proportional responsibility of the properties involved and charge the associated repair costs and water loss directly to the customers’ utility bills.

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 7TH DAY OF APRIL IN THE YEAR OF OUR LORD, 2026.

1st Reading: April 7, 2026

2nd Reading: April 21, 2026

CITY OF MERCEDES:

Oscar D. Montoya, Mayor

ATTEST:

Joselynn Castillo
City Secretary

APPROVED AS TO FORM:

Martie Garcia Vela
City Attorney

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 2. 3/4" connection: \$1,320.00 plus paving repairs and boring fees.
 3. 1" connection: \$1,417.50 plus paving repairs and boring fees.
 4. 1-1/2" – 4" connection: Actual costs associated with tap, materials, labor and paving repairs and 15% of the actual cost for administrative fees.
- C. CCN Customers – Properties located outside both the City limits and ETJ, but within the City’s certificated water service area (CCN).
1. 5/8" x 3/4" connection: \$1,600.00 plus water rights, paving and boring fees.
 2. 3/4" connection: \$1,760.00 plus paving repairs and boring fees.
 3. 1" connection: \$1,890.00 plus paving repairs and boring fees.
 4. 1-1/2" – 4" connection: Actual costs associated with tap, materials, labor and paving repairs and 20% of the actual cost for administrative fees.
- D. Subdivision Developer Installation and Access Fees.
1. A Water System Access Fee shall be assessed for all subdivisions in which the developer installs and dedicates water infrastructure to the City. The fee shall be equal to fifty percent (50%) of the applicable water tap fee per lot or service connection, and shall represent the development’s proportionate share of the City’s existing water system capacity, treatment, and transmission infrastructure. This fee shall be required in addition to applicable inspection and meter installation fees and shall be paid at a time determined by the City, including but not limited to final plat approval or prior to issuance of building permits.
- E. All accounts and projects described above shall be governed by the fee schedule in effect at the time of their original submission or initiation.
- F. No person shall connect to the City's main lines without a permit, and any boring or open cut requires a separate excavation permit in addition to standard tapping fees.

SECTION III. SEWER TAPS/ACCESS FEE.

- A. In-City Customers – Properties located within the corporate limits of the City.
1. 4" service line connection: \$600.00 plus paving and boring fees.
 2. 6" or greater service line connections: Actual costs associated with tap, materials, labor and paving repairs and 10% of the actual cost for administrative fees.
- B. ETJ Customers – Properties located outside the City limits but within the City’s extraterritorial jurisdiction (ETJ).
1. 4" service line connection: \$900.00 plus paving and boring fees.
 2. 6" or greater service line connections: Actual costs associated with tap, materials, labor and paving repairs and 15% of the actual cost for administrative fees.
- C. CCN Customers – Properties located outside both the City limits and ETJ, but within the City’s certificated water service area (CCN).
1. 4" service line connection: \$1,200.00 plus paving and boring fees.
 2. 6" or greater service line connections: Actual costs associated with tap, materials, labor and paving repairs and 20% of the actual cost for administrative fees.
- D. Subdivision Developer Installation and Access Fees.

1. A Sewer System Access Fee shall be assessed for all subdivisions in which the developer installs and dedicates water infrastructure to the City. The fee shall be equal to fifty percent (50%) of the applicable sewer tap fee per lot or service connection, and shall represent the development's proportionate share of the City's existing sewer system capacity, treatment, and transmission infrastructure.
- E. All accounts and projects described above shall be governed by the fee schedule in effect at the time of their original submission or initiation.
- F. No person shall connect to the City's main lines without a permit, and any boring or open cut requires a separate excavation permit in addition to standard tapping fees.

SECTION IV. WATER METERS.

- A. The water meters, any related fixtures, and the installation required to do the same, shall be recoverable based on the following formula:

Cost of water meter/fixtures + 50% of costs + (est) installation \$100 = recoverable costs
 Example is given as follows: (meter @ \$250 + fixtures @ \$30) = \$280 + \$140 (50% of \$280) + \$100 installation = \$520.

Furthermore, the maximum % shall not exceed \$500.00 per meter.

- B. It is stated that should the meter equipment be damaged by the account holder, the damaged cost to repair and/or replace said equipment shall be fully reimbursed by the account holder, plus pay an additional \$20.00 fee to cover the costs to administratively process the repair/replacement/(installation). On plastic meter box replacements, the account holder shall only pay for the meter box itself, but no administrative fee nor installation fee shall be levied.

C. Master Meters for Properties Outside City Limits.

1. The City may allow the installation of a master meter to serve multiple living structures located on a single property outside the city limits, subject to approval by the City Manager or designee. Approval of a master meter shall be at the sole discretion of the City and shall be considered only where individual metering is not feasible or practical.
2. All water usage shall be billed at two hundred percent (200%) of the applicable in-city water rates, including base and volumetric charges.
3. All sewer charges shall be billed at two hundred percent (200%) of the applicable in-city sewer rates.
4. All master meter installations shall comply with applicable regulations of the Texas Commission on Environmental Quality and all City standards, including requirements related to backflow prevention, pressure, and system protection.
5. The City reserves the right to revoke approval of a master meter and require individual service connections if:
 - a. The system creates operational or public health concerns;
 - b. There are repeated leaks, violations, or maintenance issues;
 - c. The configuration is found to be non-compliant with applicable regulations.
- D. The property owner, or all property owners served by the City's utility infrastructure, shall be fully responsible for:
 1. The maintenance and repair of all private lines, service lines, and connections located beyond the point of metering;

2. Any damage or required repairs associated with the connection to the City's water system;
3. The cost of repairs to the City's main line where such repairs are necessitated by, or attributable to, the service connection, usage, or failure of private infrastructure serving the property.
4. The property owner(s) shall:
 - a. Assume full responsibility for the distribution and use of water beyond the meter;
 - b. Be liable for any losses, damages, or system impacts caused by the service connection or private distribution system;
 - c. Indemnify and hold harmless the City from any claims, damages, or liabilities arising from the use or condition of the service connection beyond the meter.

SECTION V. INSTALLATION FEE FOR EXISTING WATER TAPS.

- A. In-City Customers – Properties located within the corporate limits of the City.
 1. 5/8" x 3/4" connection: \$440.00.
 2. 3/4" connection: \$520.00.
 3. 1" connection: \$580.00.
 4. 1-1/2" – 4" connection: Actual costs associated with meter, materials, and labor.
- B. ETJ Customers – Properties located outside the City limits but within the City's extraterritorial jurisdiction (ETJ).
 1. 5/8" x 3/4" connection: \$660.00.
 2. 3/4" connection: \$780.00.
 3. 1" connection: \$870.00
 4. 1-1/2" – 4" connection: Actual costs associated with meter, materials, and labor.
- C. CCN Customers – Properties located outside both the City limits and ETJ, but within the City's certificated water service area (CCN).
 1. 5/8" x 3/4" connection: \$880.00.
 2. 3/4" connection: \$1,040.00.
 3. 1" connection: \$1,160.00.
 4. 1-1/2" – 4" connection: Actual costs associated with meter, materials, and labor.
- D. All accounts and projects described above shall be governed by the fee schedule in effect at the time of their original submission or initiation.
- E. The City Manager, or the Director of Utilities as their designee, is hereby authorized to administratively adjust the established water meter fees to reflect the actual and direct market cost of the meters and related hardware.
- F. For any property or service connection located outside the corporate city limits shall be increased by a surcharge of 25% over the standard water rate.

SECTION VI. LATE PAYMENT PENALTY; TERMINATION OF SERVICES, NSF CHARGE.

- A. All bills including water, sewer, refuse, and special assessments, will be due 15 calendar days from the date of issuance of such bill. If payment is not received by said due date, a penalty of ten percent (10%) shall be added to the original amount. Should any account remain unpaid for seven (7) days past the due date, the customer shall be considered delinquent and services terminated without further notice. Customers must pay the full amount due for utility and garbage services before service is reconnected. No new utility

accounts may be opened for a customer who has an outstanding delinquent account for utility services. Other services, such as building permit sales may be withheld until such time the utility account is paid in full. A \$35.00 fee will be charged to reinstate an account during normal business hours and a \$50.00 fee will be charged to reinstate an account after hours. After a customer has been disconnected, no one shall make a reconnection or obtain any water by any manner from the disconnected place, except by authorized employees of the water department. An NSF charge of thirty dollars (\$30.00) will be made to the customer's account for each returned check. If a customer requests a reread of their meter, and the initial reading by the city is correct, there will be a \$35.00 service call fee added to the customer's current monthly bill.

- B. It shall be unlawful for any person or firm not so authorized, to tamper, share, adjust, replace or misuse any water meter owned by the city. Any person in violation of this section shall be fined five hundred dollars (\$500.00) plus any damages as a result of such tampering plus an administrative fee, and estimated rate loss. The city has right to file criminal charges in court.

SECTION VII. DEPOSIT

- A. A deposit of \$125.00 for homeowners and \$250.00 for renters shall be required for service for all new residential and garbage accounts inside city limits. A deposit of \$500.00 shall be required for service for all new commercial and commercial garbage accounts. Such deposit fees, exclusive of interest earned, shall be returned to the customer upon closing of the account and full payment of the final account bill by the customer.
- B. Any property outside city limits would be charge a deposit of \$250.00 for homeowners and \$350 for renters shall be required for service for all new residential and garbage accounts. A deposit of \$700.00 shall be required for service for all new commercial and commercial garbage accounts outside city limits. Such deposit fees, exclusive of interest earned, shall be returned to the customer upon closing of the account and full payment of the final account bill by the customer.
- C. In the event that a utility service is discontinued due to non-payment, the City is authorized to apply the customer's existing security deposit toward the outstanding delinquent balance to cover the amount due. Before service can be restored, the account holder is required to replenish the security deposit by paying a new amount equal to the total sum of the monthly billings that remained unpaid at the time of disconnection. This requirement to provide a new deposit shall be mandatory every time a service is discontinued for non-payment and a previous deposit has been applied to the balance.

SECTION VIII. REDUCTION OF MONTHLY CHARGE FOR ELDERLY PERSONS AND VETERANS.

- A. Residential users who are 62 years of age or older or residential users who are veterans of the armed forces of the United States of America may receive a \$5.60 per month reduction in the base charge for the water and sewer for one residence only. A residential user who is both 62 years of age or older and a veteran of the armed forces of the United States of America will qualify for only one reduction in rate, either the 62 years of age or older or the veteran's reduction, but not both. The residential user must apply for the reduction at the water department and must provide proof of his/her status as either over 62 years of age or veteran. The reduction will take effect on the following billing cycle and will not be retroactive. Applicants may be required to reapply annually.

- B. The Utility Department shall annually evaluate all accounts receiving this reduction to verify continued eligibility. As part of this annual evaluation, the customer shall be required to provide updated proof of status or any other documentation deemed necessary by the Utility Department to maintain the rate reduction. Failure to provide the required verification upon request will result in the immediate removal of the reduction from the account.

SECTION IX. MONTHLY CHARGE TO DEFRAY COSTS OF FIREFIGHTING EQUIPMENT.

- A. The following rates shall be charged to defray costs for acquisition of firefighting equipment and for operating expenses:
 - 1. Residential accounts: \$3.50/month.
 - 2. Housing and apartments: \$2.00/month per unit.
 - 3. Mobile homes: \$1.50/month per occupied space.
 - 4. All other accounts: \$3.50/month.
- B. Users who are 62 years of age or older may receive a \$0.50 per month reduction in the fire fee.

SECTION X. SEWER RATES AND DEPOSIT FOR PROPERTIES SERVED BY WATER WELLS.

- A.
 - A. Single-family residential with unmetered connections with no water consumption (water wells) records shall pay a flat sewer rate equivalent to the sum of the residential base fee plus the equivalent rate of 6000 gallons of water consumption per month.
 - B. Commercial accounts with unmetered connections with no water consumption (water wells) records shall pay a flat sewer rate equivalent to the sum of the commercial base fee plus the equivalent rate of 10,000 gallons of water consumption per month.
- B. Whenever the utility rates are adjusted, the sewer rate formula for “water well lots” shall be similarly applied pursuant to the residential base fee and/or the commercial base fee plus the average water consumption perceived for said unmetered site.
- C. The deposit rates for customers on water wells that are tied into the city sanitary sewer system are as follows, being identical to the deposit rates for those customers on metered potable water:
 - 1. Homeowner: \$110.00.
 - 2. Renter: \$150.00.
 - 3. Commercial: \$200.00.

SECTION XI. FEES FOR DELINQUENT ACCOUNTS AND SERVICE RESTORATION.

- A. Standard Reconnection Fee: When utility service is discontinued for failure to pay any due charge, a fee of \$35.00 shall be assessed for reconnecting the service during normal business hours.
- B. After-Hours Reconnection Fee: Any reconnection requested after 5:30 PM, on weekends, or on official city holidays shall be assessed a fee of \$50.00. For any property located outside the corporate city limits, the after-hours reconnection fee shall be increased by

25%, resulting in a total charge of \$62.50.

- C. Payment Requirement: All delinquent charges, including the administrative disconnect fee and any applicable reconnection fees, must be paid in full before service is restored.

SECTION XII. GARBAGE COLLECTION RATES.

A. Residential.

1. All permanent living units (homes, trailer homes, apartments, etc.), street, alley, or central complex pickup service: \$12.72 per month per unit.
2. Additional containers shall be charged \$5.72 per month per unit.
3. For any property or service connection located outside the corporate city limits shall be increased by a surcharge of 25% over the standard rate.

B. Commercial.

1. Class I: Dumpster bins. Businesses using dumpster bins will be charged on a monthly basis according to the fees below. Each business will select the dumpster size and pickup frequency and sign an agreement to that effect.

Class I. Commercial – Bins

Bin Size Yards	Class I. Commercial - Bins					
	Pickup Frequency per Week					
	1X	2X	3X	4X	5X	6X
3	\$103.91	\$186.92	\$270.89	\$353.68	\$436.88	\$524.00
4	\$121.08	\$216.74	\$312.68	\$410.20	\$504.57	\$599.89
6	\$154.98	\$276.41	\$399.81	\$529.52	\$645.83	\$767.65
8	\$187.32	\$328.19	\$485.35	\$634.14	\$779.23	\$925.36

2. Class II: Handheld small commercial. A monthly charge of \$20.22 for a single 96-gallon [container]. Additional containers will be provided as needed, and an additional charge of \$16.79 per month per cart shall be paid. The containers will be picked up once a week.

SECTION XIII. BRUSH COLLECTION RATES.

The monthly service charges for brush will be as follows:

1. Residential: The rate for residential service shall be \$4.50 per month.
2. Commercial: The rate for commercial service shall be \$7.00 per month.
3. Apartment houses: The rate for apartments, where all apartments are on one meter, shall be the same as the applicable residence rate, plus \$2.00 per month for each apartment unit in excess of one, whether or not all of such units are rented.
4. Trailers or mobile home units: The minimum charge for trailer or mobile home units shall be \$2.00 per month per active trailer space, whether the trailer thereon is occupied or unoccupied.
5. Business, property, premises, or building not otherwise classified or covered: If any business, commercial institution, or property situated in the city shall not be specifically listed in any of the forgoing schedules, said business, institution, or property shall be classified and charged the rate of a like or similar business listed in said schedule. In the event a controversy arises as to the proper classification, the city commission, after a hearing with the interested party, shall determine the classification and rate and said determination shall be final and conclusive.

6. For any property or service connection located outside the corporate city limits shall be increased by a surcharge of 25% over the standard rate.

SECTION XIV. WATER RIGHTS FEE.

For all service applications, the city will determine the quantity and fee for municipal water rights. The required amount of municipal water rights for standard service will be equal to the size of the requested water meter(s) expressed in the number of equivalent 5/8" meter units multiplied by 0.2 - acre feet. The number of equivalent 5/8" meter units will be determined using AWWA standards. The amount of municipal water rights required for nonstandard service will be determined on an individual basis. The city manager or city manager's designee, will assess a fee based upon the price of pooled municipal water rights that are available through the city or the current market price. This fee will also include applicable estimated administrative and legal fees. In lieu of paying the assessed fee for municipal water rights, applicant may choose to provide the city with the required municipal water rights.

SECTION XV. PAYMENT ARRANGEMENT AND FAILED PAYMENT ARRANGEMENTS.

Payment arrangements must be made through the utility billing department for any utility services. And are subject to the following mandatory conditions:

1. In-Person Requirement: All requests for payment arrangements must be made in person at the Utility Billing Department.
2. Authorized Personnel: Only the individual whose name is on the utility account may request an arrangement.
3. Identification: The account holder must present a valid photo identification at the time of the request.
4. No Phone Requests: Telephonic requests for payment arrangements will not be accepted under any circumstances.
5. Frequency Limit: Each utility account is strictly limited to one (1) payment arrangement per calendar year.
6. Deadline: No payment arrangement shall extend beyond a week.
7. Default and Disconnection: Failure to comply with the terms of a payment arrangement will result in the immediate commencement of service disconnection procedures without further notice.

SECTION XVI. SERVICE FEES

- A. Travel Meter: A deposit of \$900.00 is required, plus a daily rental fee of \$10.00 and a service fee of \$80.00.
 1. In the event that any metering equipment is damaged or defaced while in a customer's possession or upon its return to the City, the customer shall be held strictly liable for the full replacement cost of the device. This reimbursement, which must reflect the current market price for the hardware and any associated administrative fees, is required every time such damage occurs and must be paid in full before any security deposits are refunded or new services are activated
- B. Meter Reread: A fee of \$35.00 will be charged if a customer requests a meter reread.
- C. Meter Box Replacement: The city provides one-meter box per service; replacement of a

meter box after the first instance shall be charged from \$50.00 - \$150.00 depending on meter size.

- D. Returned Payments: A fee of \$30.00 will be charged for any returned check or bank draft.
- E. Connection Fee: A standard connection fee of \$10.00 applies to all new service activations.
- F. Tampering Administrative Fee: An administrative fee of \$500.00 shall be assessed for any unauthorized tampering with the City's water system, including but not limited to sharing water service, adjusting or replacing a water meter, removing or breaking a meter lock, or any other misuse of the system. Obstructing, restricting, or denying access to a City water meter shall also constitute tampering and a violation of utility service conditions.
- G. Standard Service Fee: A standard service fee of \$50.00 for residential and \$150.00 for commercial properties shall be assessed for any request to investigate or attempt to clear a sewer backup when the issue is determined to be within the customer's private service line and not the City's main line. Prior to any work, the property owner must sign a waiver acknowledging that the City is not responsible for any damage to plumbing or private property and that there is no guarantee the blockage will be cleared if the issue originates within the private line.

SECTION XVII. SERVICE CONNECTION REQUIREMENTS AND METERING (TCEQ COMPLIANCE)

- A. The purpose of this section is to ensure compliance with applicable regulations of the Texas Commission on Environmental Quality, including but not limited to 30 Texas Administrative Code §§ 291.89(a)(4) and 290.44(d)(4), and to protect the public water supply from contamination while ensuring adequate service to all customers.
- B. Individual Meter Requirement
 - 1. One Meter Per Service Connection. Each residential, commercial, or industrial service connection shall be required to have its own individual water meter.
 - 2. A "service connection" shall be defined as:
 - a. A single-family residence;
 - b. An individual commercial establishment; or
 - i. Every individual unit, entity, suite, or office within a commercial establishment shall be required to have its own independent water meter.
 - ii. Any existing commercial property that is currently not in compliance with these individual metering requirements shall be permitted to continue under its current configuration. At such time as any remodel, expansion, or structural modification takes place on a non-compliant property, the entire facility shall be required to transition to individual meters to follow this ordinance.
 - c. Any separate occupancy unit requiring independent water service.
 - i. Even if located within the same building or shared shell, each distinct business entity or occupancy unit must maintain a separate service connection.
- C. Prohibition of Multiple Connections on a Single Meter
 - 1. U-Branching Prohibited. The use of a single tap or meter to serve multiple separate lots, structures, or customers (commonly referred to as "U-branching") is strictly prohibited.
 - 2. No person shall:
 - a. Extend water service from one property to another property;

- b. Share a meter between separate legal lots;
- c. Create any connection that results in multiple independent users being served by a single meter.

D. Structures and Developments

1. **Separate Structures.** Each independent structure shall require its own service connection and meter, including:
 - a. Multiple homes located on a single lot;
 - b. Detached residential units;
 - c. Separate commercial buildings.
 2. **Master Meter Exceptions.** A master meter may be permitted for:
 - a. Apartment complexes;
 - b. Mobile home parks;
 - c. Multi-unit developments operating as a single commercial entity.
 3. **Such master-metered developments shall:**
 - a. Be treated as a single customer for billing purposes;
 - b. Comply with all applicable City and state regulations.
- E. Exceptions.** Any exception to the individual metering requirement must be approved by the City Manager and comply with all applicable Texas Commission on Environmental Quality regulations.
- F. The property owner shall be responsible for all costs associated with bringing any non-compliant service connection into compliance with this section.**

SECTION XVIII. INFRASTRUCTURE AND OPERATIONAL REQUIREMENTS FOR SERVICE OUTSIDE CORPORATE CITY LIMITS.

To ensure the fiscal and operational integrity of the municipal water and sewer systems, the following requirements shall apply to all real property and developments located outside the corporate city limits of the City:

- A. Cost of Specialized Infrastructure:** Any additional equipment or infrastructure required for the City to provide, monitor, or read utility services for properties outside the city limits—including but not limited to signal repeaters, antennas, or specialized metering hardware—shall be the sole financial responsibility of the property owner or developer.
- B. Infrastructure Improvements:** The full cost of any system improvements or extensions necessary to reach and sufficiently serve an extraterritorial development shall be passed through to the developers or property owners requesting such service.
- C. Master Metering for Developments:** The City may require the installation of a master meter at the point of connection between the City’s main line and a private development’s internal system. The City shall use this master meter as the primary basis for billing and system auditing.
- D. Liability for Leaks and Repairs:** For all infrastructure located downstream of the City’s point of delivery, the burden of maintenance and repair remains with the customers served by that line.
- E. Pass-Through Repair Charges:** In the event of a leak, break, or necessary repair on such lines, the Director of Utilities is authorized to determine the proportional responsibility of the properties involved and charge the associated repair costs and water loss directly to the customers’ utility bills.

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 7TH DAY OF APRIL IN THE YEAR OF OUR LORD, 2026.

1st Reading: April 7, 2026

2nd Reading: April 21, 2026

CITY OF MERCEDES:

Oscar D. Montoya, Mayor

ATTEST:

Joselynn Castillo
City Secretary

APPROVED AS TO FORM:

Martie Garcia Vela
City Attorney

DATE: April 21, 2026
FROM: Orlando Diaz, Lieutenant
ITEM: **Discussion and possible action to Discussion and Possible Action to Approve The Interlocal Agreement 2026 – 2027 Between The Rio Grande Valley Emergency Communication District 9-1-1 And Public Safety Answering Points (“PSAPS”) For 9-1-1 Service**

BACKGROUND INFORMATION: The Rio Grande Valley Emergency Communication District 9-1-1 (“RGV 9-1-1”) is a regional emergency communications authority and political subdivision of the State of Texas established under Texas Health and Safety Code, Chapter 772, Subchapter H. The District provides 9-1-1 and NG9-1-1 emergency communications services throughout Hidalgo and Willacy Counties.

The City of Mercedes (“Public Agency”) operates a Public Safety Answering Point (“PSAP”) and participates in the RGV 9-1-1 system. The proposed 2026–2027 Interlocal Agreement outlines the rights, duties, responsibilities, and expectations between RGV 9-1-1 and the Public Agency to ensure the continued operation, maintenance, and support of 9-1-1 emergency communication services.

Approval of this Interlocal Agreement allows the City of Mercedes to remain compliant with statutory requirements governing 9-1-1 service operations and ensures continued access to regional 9-1-1 resources, equipment, training, technology, and system support provided by RGV 9-1-1.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

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:

ATTACHMENTS:

1. ILA 2024-2026 Between The RGV Emergency Communication District 911 & The City of Mercedes PD For 911 - Signed

2. Memo
3. RGV911 INTERLOCAL AGREEMENT (2026-2027) V1
4. Interlocal Signature Page v1

STAFF RECOMMENDATION: Recommend to approve the 2026–2027 Interlocal Agreement between the Rio Grande Valley Emergency Communication District 9-1-1 and the City of Mercedes for 9-1-1 services, and authorize the Mayor to execute all necessary documents.

**INTERLOCAL AGREEMENT 2024-2026 BETWEEN
THE RIO GRANDE VALLEY EMERGENCY COMMUNICATION DISTRICT 9-1-1 AND
THE CITY OF MERCEDES POLICE DEPARTMENT
FOR 9-1-1 SERVICE**

SECTION 1: PARTIES AND PURPOSE

- 1.1 The Rio Grande Valley Emergency Communication District 9-1-1 (known as "RGV 9-1-1") is a regional emergency communications authority and a political subdivision of the State of Texas organized under the Texas Health and Safety Code, Chapter 772, Subchapter H, through the passage of resolutions by County Commissioners Courts and City Councils within the District's service area encompassing Hidalgo and Willacy Counties.
- 1.2 The City of Mercedes (hereinafter "Public Agency") is a local government that operates a Public Safety Answering Point ("PSAP") that participates in the RGV 9-1-1.
- 1.3 This Interlocal Agreement is entered into between the Rio Grande Valley Emergency Communication District 9-1-1 and Public Agency under Texas Government Code Chapter 791 so that the Rio Grande Valley Emergency Communication District 9-1-1 can operate and maintain the system utilized for the provision of 9-1-1 emergency communication services. For purposes of carrying out the Rio Grande Valley Emergency Communication District 9-1-1 duties and obligations under this agreement, the parties understand and agree that references to the Rio Grande Valley Emergency Communication District 9-1-1 include its employees, telecommunicators, directors, officers, agents, and their representatives individually, officially, and collectively.

SECTION 2: RIGHTS AND DUTIES OF THE PUBLIC AGENCY

The Public Agency that operates Public Safety Answering Points (PSAP) agree:

2.1 FINANCIAL/INSURANCE

- 2.1.1 The Public Agency shall reimburse the Rio Grande Valley Emergency Communication District 9-1-1 for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by Public Agency employees or other persons granted access to the PSAP. This provision does not include ordinary wear and tear of day-to-day use of the equipment.
- 2.1.2 The Rio Grande Valley Emergency Communication District 9-1-1 may seek reimbursement of 9-1-1 funds if 9-1-1 funding were used in noncompliance with Applicable Law.
- 2.1.3 Such reimbursement of 9-1-1 Funds to the Rio Grande Valley Emergency Communication District 9-1-1, as applicable, shall be made by the Public Agency within 60 days after demand by the Rio Grande Valley Emergency Communication District 9-1-1 unless an alternative repayment plan is approved by the Rio Grande Valley Emergency Communication District 9-1-1.

2.2 EQUIPMENT AND INVENTORY

- 2.2.1 The Rio Grande Valley Emergency Communication District 9-1-1 shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law and shall provide a copy to the Public Agency for insurance purposes (refer to Attachment A).
- 2.2.2 The Rio Grande Valley Emergency Communication District 9-1-1 will be responsible for tagging and identification labels for all 9-1-1 equipment.
- 2.2.3 Public Agency shall report any lost, stolen, or nonfunctioning equipment in writing to the Rio Grande Valley Emergency Communication District 9-1-1 immediately upon discovery.
- 2.2.4 Public Agency shall notify the Rio Grande Valley Emergency Communication District 9-1-1 in writing 30 days in advance of disposition of equipment due to obsolescence, failure, or other planned replacement.
- 2.2.5 Public Agency must meet minimum requirements for average call volumes in order to maintain/add additional call taking positions (Refer to Attachment B.)

2.3 SECURITY

- 2.3.1 The Public Agency shall protect Rio Grande Valley Emergency Communication District 9-1-1 provided equipment by implementing measures that secure the premises (including equipment/back room) of its PSAP against unauthorized entrance or use.
- 2.3.2 The Public Agency shall operate within local standard operating procedures and take appropriate security measures as may be necessary to ensure that non-approved third-party software applications cannot be integrated into the PSAPs Call Handling Equipment or workstations.
- 2.3.3 The Public Agency shall refrain from attaching or integrating any hardware device (i.e., external storage devices) or software application without the prior written approval of the Rio Grande Valley Emergency Communication District 9-1-1. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by the Rio Grande Valley Emergency Communication District 9-1-1.
- 2.3.4 The Rio Grande Valley Emergency Communication District 9-1-1 and the Public Agency agree to adhere to Health and Safety Code, Section 772.002(C), Confidentiality of Information.
- 2.3.5 The Rio Grande Valley Emergency Communication District 9-1-1 ensures section 5.2 CJIS Security Awareness Training requirements in the CJIS Security Policy are met. The Rio Grande Valley Emergency Communication District 9-1-1 Administrators shall document, maintain, and keep current a Level Four Security. These personnel have unescorted access to a physically secure location. <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>. Rio Grande Valley Emergency Communication District 9-1-1 shall adhere to any background checks requested by the Public Agency or provide the Public Agency with current CJIS certification documents.
- 2.3.6 The Public Agency shall allow 24-hour access to the 9-1-1 equipment for audits, repairs, and maintenance services, as required or needed by the Rio Grande Valley Emergency Communication District 9-1-1 Administrators.

2.3.7 The Public Agency shall provide (2) two access cards OR (1) one physical key to maintaining the 24-hour access compliance. Failure to do so may result in ineligibility by the Rio Grande Valley Emergency Communication District 9-1-1.

2.4 MAINTENANCE

2.4.1 Rio Grande Valley Emergency Communication District 9-1-1 and the Public Agency shall ensure areas, where the Rio Grande Valley Emergency Communication District 9-1-1 equipment is installed are clean, clear of clutter, and allows for unobstructed access by the Rio Grande Valley Emergency Communication District 9-1-1 Administrators.

2.4.2 Public Agency must provide a minimum of two-weeks notice in writing to the Rio Grande Valley Emergency Communication District 9-1-1 regarding any maintenance that could adversely affect 9-1-1 operations.

2.4.3 The Public Agency must provide at least a 48-hour notice in writing to Rio Grande Valley Emergency Communication District 9-1-1 before work commences on any scheduled maintenance regarding commercial power backup generators. Failure to do so will result in ineligibility by the Rio Grande Valley Emergency Communication District 9-1-1.

2.4.4 The Public Agency must notify the Rio Grande Valley Emergency Communication District 9-1-1 of technical issues immediately upon discovery. The Public Agency will utilize one of the following methods:

- a. Via telephone by calling (956) 682-3481 Ext. 174 and/or email to helpdesk@rgv911.org
- b. Calling WSC (800) 414-2738 and/or email support@[wscicom.com](mailto:support@wscicom.com)

2.4.5 The Rio Grande Valley Emergency Communication District 9-1-1 shall perform generator function tests automatically every month and conduct a load test at least once a year, to ensure that all the Rio Grande Valley Emergency Communication District 9-1-1 equipment remains functional under 9-1-1 generator power..

2.5 TRAINING

2.5.1 The Rio Grande Valley Emergency Communication District 9-1-1 shall provide telecommunicators access to emergency communications equipment training as approved by the Rio Grande Valley Emergency Communication District 9-1-1 training staff, or as determined by the Public Agency.

2.5.2 The Public Agency shall notify the Rio Grande Valley Emergency Communication District 9-1-1 in writing or email of any new 9-1-1 telecommunicator by listing their full name, date of hire, and PID#. The following link shall be used for PSAP staff changes:
<https://www.rgv911.org/pages/request>

2.5.3 The Public Agency shall ensure new telecommunicators are scheduled a Power 9-1-1 training within 120 days of their hire date. If a PSAP chooses to train its personnel, a copy of the agency's approved Learning Objectives and Lesson Plan must be provided to the Rio Grande Valley Emergency Communication District 9-1-1.

- 2.5.4 The Public Agency shall ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCOLE and abide by the TCOLE mandated rules and regulations for telecommunicator certification and/or licensing requirements..
- 2.5.5 Ensure that all telecommunicators abide by the TCOLE mandated rules and regulations for telecommunicator certification and/or licensing requirements.
- 2.5.6 Schedule telecommunicators to receive 9-1-1 equipment training within 120 days of his/her hire date.
- 2.5.7 The Public Agency shall ensure that 9-1-1 PSAP Supervisors/Managers (or designee) attend the Board of Managers Meetings. The Rio Grande Valley Emergency Communication District 9-1-1 offers at least four quarterly meetings per year and a minimum attendance of three meetings per year are required for each PSAP.
- 2.5.8 The Public Agency shall ensure PSAP Telecommunicators, Training Coordinators, Supervisors/Managers, and other essential personnel identified by the Supervisor/Manager attend mandatory training associated with the implementation of new technology. This training is generally scheduled for specific dates and times.
- 2.5.9 The Public Agency shall ensure that all telecommunicators attend a 9-1-1 equipment and technology training refresher course every two years.

2.6 FACILITIES

- 2.6.1 The Public Agency shall meet prescribed equipment room requirements (Attachment A). Any expenses associated with this requirement are the responsibility of the Public Agency.
- 2.6.2 The Public Agency shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the Public Agency.
- 2.6.3 The Public Agency shall ensure areas with 9-1-1 equipment maintain a temperature between 65-78 degrees Fahrenheit.
- 2.6.4 The Public Agency shall ensure the 9-1-1 equipment room and communications area comply with the Americans with Disabilities Act of 1990. <https://www.ada.gov/law-and-regs/ada/>
- 2.6.5 The Public Agency shall provide access to the Rio Grande Valley Emergency Communication District 9-1-1 staff and contracted vendors that meet CJIS requirements on a 24/7/365 basis without prior notice.

2.7 MONITORING/REPORTING

- 2.7.1 The Rio Grande Valley Emergency Communication District 9-1-1 reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and the performance of the deliverables specified in this Agreement.

2.7.2 The Public Agency shall cooperate fully with all reasonable monitoring requests from the Rio Grande Valley Emergency Communication District 9-1-1 to assess and evaluate Public Agency's performance under this Agreement.

2.8 MEDIA RELATION

2.8.1 The Public Agency must make every effort to communicate complete and accurate information in social media posts and/or interaction with the media, specifically as it relates to the Rio Grande Valley Emergency Communication District 9-1-1. Public Agencies must first coordinate with the Rio Grande Valley Emergency Communication District 9-1-1 before making comments on social media and/or speaking to the media regarding 9-1-1 technology and service or issues with the 9-1-1 service providers.

2.9 OPERATIONS

2.9.1 The Public Agency must sign and submit the contingent PSAP agreement, any changes to contingent PSAPs must be approved by the Rio Grande Valley Emergency Communication District 9-1-1.

2.9.2 The Public Agency shall provide a minimum of 90 days prior notice of any facility moves, adds, or changes that affect the 9-1-1 system at helpdesk@rgv911.org or by calling (956) 682-3481 Ext. 174. Failure to do so may result in ineligibility by the Rio Grande Valley Emergency Communication District 9-1-1.

2.9.3 The Public Agency at a minimum, provide dedicated 9-1-1 Licensed Telecommunicator(s) (TCs) to answer 9-1-1 calls 24/7/365, however, the required minimum number of TCs is based on the following:

- PSAP with one to three 9-1-1 workstations, at a minimum, must provide one TC.
- PSAP with four to seven 9-1-1 workstations, at a minimum, must provide three TCs.

2.9.4 The Rio Grande Valley Emergency Communication District 9-1-1 recommends logging all TDD/TTY calls and test calls. Training and Testing of TDD/TTY will be the sole responsibility of the Public Agency.

2.9.5 The Public Agency shall notify the Rio Grande Valley Emergency Communication District 9-1-1 in writing at least 30 days prior to changing emergency services providers including medical, law enforcement, and fire.

2.9.6 The Public Agency shall report discrepancies with mapping to Rio Grande Valley Emergency Communication District 9-1-1 utilizing the tools in the dispatch mapping solution within 72 hours to the Rio Grande Valley Emergency Communication District 9-1-1.

2.9.7 The Public Agency shall ensure that all telecommunicators log into the 9-1-1 software at the beginning of his/her shift and logout at the end of his/her shift.

- 2.9.8 In accordance with Texas Health and Safety Code 772.619 (c), the 9-1-1 database information is not available for public inspection and cannot be released to the public. If a Public Information request specifies 9-1-1 database information, the Rio Grande Valley Emergency Communication District 9-1-1 must be notified within three (3) business days of the Public Agency receiving the request.
- 2.9.9 Rio Grande Valley Emergency Communication District 9-1-1 call recordings are a supplemental service that is provided to the Public Agency. The Rio Grande Valley Emergency Communication District 9-1-1 maintains a 365-day retention period for 9-1-1 call recordings.
- 2.9.10 9-1-1 calls are deemed a matter of public record, The Public Information Act (PIA) makes these records available to the public. Requests for copies of such calls should be directed to the agency that took the call. (i.e Police Department)
<https://www.texasattorneygeneral.gov/open-government/members-public/overview-public-information-act>
- 2.9.11 It is the responsibility of the Public Agency to maintain their present emergency dispatch services. The Rio Grande Valley Emergency Communication District 9-1-1 encourages the public agency to enhance its public safety call taking capabilities by encompassing all emergency services (Police, Fire, and Emergency Medical Services.)

SECTION 3: RIGHTS AND DUTIES OF THE RIO GRANDE VALLEY EMERGENCY COMMUNICATION DISTRICT 9-1-1

3.1 FINANCIAL

- 3.1.1 Develop a budget and strategic plan to meet Public Agency needs for the establishment and operation of 9-1-1 services throughout the Rio Grande Valley Emergency Communication District 9-1-1 region, according to standards established and approved by the Rio Grande Valley Emergency Communication District 9-1-1 Board of Managers.
- 3.1.2 Provide 9-1-1 service to include 9-1-1 equipment, software, services, and other items described in the current the Rio Grande Valley Emergency Communication District 9-1-1 Strategic Plan, throughout the region as funded by emergency service fees.

3.2 EQUIPMENT AND INVENTORY

- 3.2.1 Allow Public Agency the opportunity to participate in the planning, implementation, and operation of 9-1- 1 equipment.
- 3.2.2 Conduct a physical inventory of critical hardware annually and reconcile inventory periodically.

3.3 TRAINING

- 3.3.1 Offer Call Handling Equipment (CHE) training to all new telecommunicators and refresher training every two years.
- 3.3.2 Offer to license training through the Regional Telecommunicator Academy that meets or exceeds Texas Commission on Law Enforcement (TCOLE) rules and regulations.

- 3.3.3 Offer continuing education training for Intermediate, Advanced, and Master Telecommunicator Certifications as budget allows.

3.4 MAINTENANCE

- 3.4.1 Practice preventative maintenance on all the Rio Grande Valley Emergency Communication District 9-1-1 owned or leased Call Handling Equipment (CHE), software, and databases including, at a minimum, backing up data, as necessary. The Rio Grande Valley Emergency Communication District 9-1-1 shall be responsible for any maintenance costs on the Rio Grande Valley Emergency Communication District 9-1-1 owned or leased equipment.

3.5 OPERATIONS

- 3.5.1 Inspect contingent PSAP agreements periodically.
- 3.5.2 Implement upgrades of PSAP equipment and software, as authorized in the current annual budget, through the Rio Grande Valley Emergency Communication District 9-1-1 processes for the purchase of new equipment and software.

3.6 CRISIS COMMUNICATIONS

- 3.6.1 The Rio Grande Valley Emergency Communication District will make every effort to communicate complete and accurate information to the Public Agency in a timely manner about 9-1-1 technology and services during 9-1-1 service interruptions.

SECTION 4: EFFECTIVE DATE AND TERM OF AGREEMENT

- 4.1.1 This Agreement shall take effect February 1, 2024, and shall continue until January 31, 2026, unless earlier terminated under 8.1 Early Termination of Agreement.

SECTION 5: OWNERSHIP, TRANSFERENCE, AND DISPOSITION EQUIPMENT

- 5.1.1 The Rio Grande Valley Emergency Communication District 9-1-1 may purchase, lease, or otherwise procure, on Public Agency's behalf, the 9-1-1 equipment, software, services, and other items as described in The Rio Grande Valley Communication District 9-1-1 Strategic Plan.
- 5.1.2 The Rio Grande Valley Emergency Communication District 9-1-1 shall establish ownership of all 9-1-1 equipment procured with 9-1-1 funds as defined herein and located within the Public Agency's jurisdiction. The Rio Grande Valley Emergency Communication District 9-1-1 may maintain ownership, or it may transfer ownership to Public Agency. Before any such transfer of ownership, The Rio Grande Valley Emergency Communication District 9-1-1 will evaluate the adequacy of controls of Public Agency to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the equipment may or may not be procured by The Rio Grande Valley Emergency Communication District 9-1-1 on behalf of the Public Agency, according to The Rio Grande Valley Emergency Communication District 9-1-1 Strategic Plan.

5.1.3 The basic 9-1-1 equipment categories are:

- Call Handling Equipment (CHE) – telephone equipment located at the PSAP which may include telephones, integrated workstations, servers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery to the PSAP.
- Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
- Uninterruptable Power Supply (UPS)

5.1.4 Transfer-of-ownership documents shall be prepared by the Rio Grande Valley Communication District 9-1-1 and signed by both parties upon the transference of ownership of any 9-1-1 provided equipment. The Rio Grande Valley Communication District 9-1-1 shall maintain ownership of 9-1-1 call handling equipment.

SECTION 6: RELATIONSHIP BETWEEN THE PARTIES, ASSIGNMENT, AND SUBCONTRACTING

- 6.1.1 It is understood and agreed that the relationship described in this Agreement between the Parties is contractual and is not to be construed to create a partnership or joint venture or agency relationship between the parties.
- 6.1.2 This Agreement may not be assigned by either Party without the prior written consent of the other Party. Any attempted assignment in violation of this agreement is void.
- 6.1.3 The Public Agency may not subcontract its duties under this Agreement without the prior written consent of the Rio Grande Valley Communication District 9-1-1. Any subcontract shall be subject to all terms and conditions contained in this Agreement and Public Agency agrees to furnish a copy of this Agreement to its subcontractor(s).

SECTION 7: RECORDS AND MONITORING

- 7.1.1 The Rio Grande Valley Communication District 9-1-1 is entitled to inspect and copy, on a 24/7/365 basis, at Public Agency's office, the records maintained under this Agreement for as long as they are maintained.
- 7.1.2 The Rio Grande Valley Communication District 9-1-1 is entitled to visit Public Agency's offices, talk to its personnel, and audit its applicable 9-1-1 records during normal business hours to assist in evaluating its performance under the Agreement.

SECTION 8: EARLY TERMINATION OF AGREEMENT

- 8.1.1 The Rio Grande Valley Communication District 9-1-1 reserves the right to terminate this Agreement in whole or in part upon default by Public Agency. Notice of termination shall be provided to Public Agency in writing, shall set forth the reason(s) for termination, and provide for a minimum of thirty (30) days to cure the defect(s). Termination is effective only in the event Public Agency fails to cure the defect(s) within the period stated in the notice subject to any written extensions. If the Agreement is terminated, Public Agency shall cooperate with the Rio Grande Valley Communication District 9-1-1 to ensure an orderly transition of services. Further, all equipment shall be returned to the Rio Grande Valley Communication District 9-1-1 in working condition and the Rio Grande Valley Communication District shall only be liable for payment for services rendered before the effective date of termination. Either Party may terminate this Agreement for convenience upon 180 days

written notice to the other Party. Certain reporting requirements in the Agreement shall survive termination.

SECTION 9: NOTICE TO PARTIES

9.1.1 Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which the notice is addressed. Notice is considered received by a party when it is:

- Delivered to the party personally;
- On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address as specified in paragraph 9.2.1 and signed on behalf of the party; or
- Three business days after its deposit in the United States Mail, with first-class postage affixed addressed to the party's address specified in paragraph 9.2.1.

9.1.2 Notices shall be sent to the following address for each party:

If to RGV 9-1-1 District: Attn: Manuel Cruz
1912 Joe Stephens Ave. Ste. A
Weslaco, Texas 78599

If to Public Agency: Attn: Mayor Oscar D. Montoya
P.O. Box 837
Mercedes, TX 78570

SECTION 10: GENERAL PROVISIONS

10.1.1 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Hidalgo County, Texas.

10.1.2 **Liability.** The Parties agree and acknowledge that each Party is not an agent of the other Party and that each Party is responsible for its acts, forbearances, negligence, and deeds, and those of its agents, contractors, officers, and employees in conjunction with each Party's performance under this Agreement.

10.1.3 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages, or expenses were reasonably foreseeable.

10.1.4 **Procurement.** Both parties agree to comply with all applicable federal, State, and local laws, rules and regulations for purchases under this Agreement. Failure to do so may result in ineligibility and denial of reimbursement by the Rio Grande Valley Communication District 9-1-1.

- 10.1.5 **Force Majeure.** It is expressly understood and agreed by the Parties to this Agreement that if either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of force majeure, defined as acts of God, war, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the party, the party so prevented or delayed shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay. The period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 10.1.6 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitute the entire agreement of the parties, and supersedes all other agreements, discussions, representations, or understandings between the parties with respect to the subject matter hereof.
- 10.1.7 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. In the event of such occurrence, written notice of alterations, additions, or deletions to the terms of this Agreement will be provided to Public Agency.
- 10.1.8 **Nondiscrimination and Equal Opportunity.** Public Agency shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.
- 10.1.9 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation or any other local dispute mediation process before resorting to litigation.

The parties agree to continue performing their duties under this contract, which are unaffected by the dispute during the negotiation and mediation process.



THE CITY OF MERCEDES	THE RIO GRANDE VALLEY EMERGENCY COMMUNICATION DISTRICT 9-1-1
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By: CITY OF MERCEDES

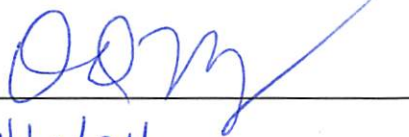
By: Rio Grande Valley Emergency
Communication District 9-1-1

Name: OSCAR D. MONTOYA

Name: MANUEL CRUZ

Title: MAYOR

Title: EXECUTIVE DIRECTOR

Signature: 

Signature: _____

Date: 4/2/24

Date: _____

Date of governing body approval: January 24th, 2024

Attachments:

Attachment A: Equipment Room and Electrical

Attachment B: Call Volume requirements regarding PSAP Position utilization



Attachment A - Equipment Room and Electrical Requirements

Equipment Room:

- There must be enough space to remove equipment from the equipment room in the event of an upgrade or replacement of faulty equipment i.e., removal of the Uninterruptible Power Supply (UPS) battery system, or large rack-mounted servers.
- Do not attach any equipment that is not provided by the Rio Grande Valley Emergency Communication District 9-1-1 into the rack being utilized for 9-1-1 call delivery. Equipment racks must remain segregated to allow the Rio Grande Valley Emergency Communication District 9-1-1 the ability to add/remove/change any of their equipment when necessary.
- Do not stack anything on or around the Rio Grande Valley Emergency Communication District 9-1-1 equipment rack or UPS, UPS bypass switch, or electrical distribution panel. There must be elevator access to the equipment room, or 911 demarcation closets located upstairs.

Fire Protection:

- Dry pipe high-temperature type systems are recommended if sprinkler heads are to be in the 9-1-1 equipment room.
- If possible, non-combustible material must be used for the room construction.

Security Precautions:

- The Public Agency may need to extend and improve existing building security to provide adequate protection for the 9-1-1 equipment.
- Electric locks or push-button access codes or card readers are not recommended unless you provide a battery backup system.

Temperature and Humidity Control:

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 65 to 78 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the 9-1-1 equipment.
- For estimates on the BTU output of the equipment, please consult with onsite installation personnel.

Static Electricity:

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor must not be carpeted unless the carpet is static-free and grounded.
- The room floor must be sealed, (preferably tiled), but not waxed.

Lighting:

- Lighting must not be powered from the switch room service panel.
- Lighting must provide 50-75-foot candles measured 30" above the equipment room floor.

Grounding:

- A single point, the isolated ground is required unless superseded by local code. The source must be the XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.
- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous with no splices or junctions.
- Conductors must be no load, non-current carrying.

Electrical:

- The voltage required is 208/120 V three-phase: four-wire "wye" service or 240/120 single phase 4 wire "delta" service.
- A dedicated transformer is preferred; however, a shared transformer or distribution is acceptable.
- IGL6-15, 20, or 30 receptacles are required, and the ground must terminate on the IG buss.
- All circuit breakers must be clearly labeled.
- Terminal devices located in the equipment room will require local power. These outlets must be wired and fused independently from all other receptacles. They must also be IG type receptacles.
- The Rio Grande Valley Emergency Communication District 9-1-1 equipment must be plugged into independent circuits, and segregated from other non-911 equipment, such as floor heaters, radio equipment, etc. This will ensure that a failure of non-911 equipment will not adversely affect the performance of 9-1-1 call handling equipment.



Attachement B - Call Volume requirements regarding PSAP Position utilization

Public Safety Answering Point (PSAP) Adds, Moves, Changes, Consolidations, and Closures. (Minimum requirements for call volume per 9-1-1 Position Averaged per 12-month period)

Call Volume Chart

Minimum Average Call Volume for Maintaining/Requesting 9-1-1 Positions*

Total Number of Positions**	Minimum Daily Call Volume Average
2	20
3	50
4	80
5	120
6	150
7	200
8	225
9	250
10	300
15	400
20	500
25	600
30	700

- *Call volume is averaged over the previous 12 months from the date of request
- **Includes Current + Requested Positions
- Failure to meet the minimum call (per position) requirements will require an evaluation of PSAP(s) need for currently deployed 9-1-1 positions.



MERCEDDES POLICE DEPARTMENT

316 S. Ohio Ave.
Mercedes, Texas 78570
(956) 565-3102 Fax (956) 565-2583

Francisco J. Sanchez
Chief of Police

Date: April 21, 2026

From: Lt. Orlando Diaz, Mercedes Police Department

To: Mayor, City Commissioners, City Manager, Legal

Subject: Interlocal Agreement 2026–2027 – RGV Emergency Communication District 9-1-1 and Mercedes Police Department

Dear Mayor, City Commissioners, City Manager, and Legal Team,

I would like to inform you of the newly executed Interlocal Agreement (ILA) between the Rio Grande Valley Emergency Communication District (RGV 9-1-1) and the City of Mercedes Police Department, effective February 1, 2026 through January 31, 2027. This agreement continues the established partnership between our Public Safety Answering Point (PSAP) and RGV 9-1-1, ensuring the ongoing provision, operation, and maintenance of 9-1-1 emergency communication services.

Background:

RGV 9-1-1 serves as the regional emergency communications authority for Hidalgo and Willacy Counties. As a political subdivision of the State of Texas, it develops, maintains, and supports the 9-1-1 and NG9-1-1 systems, enabling coordinated emergency response across the region.

The City of Mercedes, through its Police Department, operates a designated PSAP. Our PSAP plays a critical role in regional emergency communications by receiving, processing, and dispatching emergency calls for police, fire, and EMS response. Participation in the RGV 9-1-1 system provides Mercedes with standardized operations, technology support, enhanced interoperability, and access to shared regional resources—ensuring timely and effective emergency response.

Purpose of the Agreement:

The 2026–2027 ILA establishes the framework for RGV 9-1-1 to continue operating, maintaining, and supporting the technical and operational infrastructure necessary for 9-1-1 services. It defines the obligations and responsibilities of both RGV 9-1-1 and the City of Mercedes to ensure the reliability, security, and quality of emergency communications delivered to the public.

MERCEDES POLICE DEPARTMENT

316 S. Ohio Ave.
Mercedes, Texas 78570
(956) 565-3102 Fax (956) 565-2583

Key Provisions:

- **Financial and Liability Responsibilities:**
 - The Public Agency is responsible for reimbursing RGV 9-1-1 for damages resulting from intentional misconduct, negligence, or noncompliance.
 - Reimbursements must be made within established timelines.
- **Equipment and Inventory Management:**
 - RGV 9-1-1 maintains a complete and current inventory of all 9-1-1 equipment.
 - The Public Agency must promptly report any lost, damaged, or nonfunctioning equipment and comply with all security measures.
- **Security and Access Control:**
 - The Public Agency must ensure 9-1-1 equipment and facilities remain secured from unauthorized access.
 - Integration of third-party hardware or software requires prior approval from RGV 9-1-1.
- **Maintenance, Support, and Training:**
 - The Public Agency must provide scheduled access for audits, repairs, and maintenance activities.
 - Telecommunicators are required to complete and maintain all certifications, training requirements, and continuing education standards set by RGV 9-1-1 and the State of Texas.
- **Facility and Operational Requirements:**
 - Equipment rooms and PSAP facilities must meet RGV 9-1-1 environmental, power, and accessibility standards, including ADA compliance.
 - The Public Agency must maintain proper operational readiness at all times.
- **Monitoring and Compliance:**
 - RGV 9-1-1 retains the right to conduct on-site evaluations, system monitoring, and performance reviews.
 - The Public Agency must maintain accurate call records, operational data, and financial documentation.

This Interlocal Agreement strengthens the collaboration between the Mercedes Police Department and RGV 9-1-1, ensuring continuity of emergency communication services and supporting the safety and well-being of our community. Through this partnership, we continue to enhance our ability to deliver rapid, coordinated, and effective emergency response to the residents and visitors of Mercedes, and throughout Hidalgo and Willacy Counties.

Respectfully,

X

Orlando Diaz
Lieutenant

**INTERLOCAL AGREEMENT 2026-2027 BETWEEN
THE RIO GRANDE VALLEY EMERGENCY COMMUNICATION DISTRICT 9-1-1 AND
PUBLIC SAFETY ANSWERING POINTS ("PSAPS")
FOR 9-1-1 SERVICE**

AMENDMENT TO SECTION 1: Parties and Purpose

1.1 The Rio Grande Valley Emergency Communication District 9-1-1 (known as "RGV 9-1-1") is a regional emergency communications authority and a political subdivision of the State of Texas organized under the Texas Health and Safety Code, Chapter 772, Subchapter H, through the passage of resolutions by County Commissioners Courts and City Councils within the District's service area encompassing Hidalgo and Willacy Counties.

1.2 The following municipalities (collectively referred to herein as "Public Agencies") are local governments that operate one or more Public Safety Answering Points ("PSAPs") or otherwise participate in the RGV 9-1-1 system:

- City of Alamo Police Department for 9-1-1 Service
- City of Alton Police Department for 9-1-1 Service
- City of Donna Police Department for 9-1-1 Service
- City of Edinburg Police Department for 9-1-1 Service
- City of Elsa Police Department for 9-1-1 Service
- City of Hildalgo Police Department for 9-1-1 Service
- Hildalgo County Sheriff's Office for 9-1-1 Service
- City of McAllen Police Department for 9-1-1 Service
- City of Mercedes Police Department for 9-1-1 Service
- City of Mission Police Department for 9-1-1 Service
- City of Palmview Police Department for 9-1-1 Service
- City of Pharr Public Safety Communications for 9-1-1 Service
- City of Raymondville Police Department for 9-1-1 Service
- City of San Juan Police Department for 9-1-1 Service
- City of Weslaco Police Department for 9-1-1 Service

Each Public Agency is a signatory to this Agreement, and, for purposes of this Agreement, all rights, duties, and obligations assigned to "Public Agency" shall apply equally to each listed municipality.

1.3 This Interlocal Agreement is entered into between the Rio Grande Valley Emergency Communication District 9-1-1 and the Public Agencies under Texas Government Code Chapter 791 so that the Rio Grande Valley Emergency Communication District 9-1-1 can operate and maintain the system utilized for the provision of 9-1-1 and NG9-1-1 emergency communication services. For purposes of carrying out the Rio Grande Valley Emergency Communication District 9-1-1 duties and obligations under this Agreement, the parties understand and agree that references to the Rio Grande Valley Emergency Communication District 9-1-1 include its employees, telecommunicators, directors, officers, agents, and their representatives individually, officially, and collectively.

SECTION 2: RIGHTS AND DUTIES OF THE PUBLIC AGENCY

The Public Agency that operates Public Safety Answering Points (PSAP) agree:

2.1 FINANCIAL/INSURANCE

- 2.1.1** The Public Agency shall reimburse the Rio Grande Valley Emergency Communication District 9-1-1 for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by Public Agency employees or other persons granted access to the PSAP. This provision does not include ordinary wear and tear of day-to-day use of the equipment.
- 2.1.2** The Rio Grande Valley Emergency Communication District 9-1-1 may seek reimbursement of 9-1-1 funds if 9-1-1 funding were used in noncompliance with Applicable Law.
- 2.1.3** Such reimbursement of 9-1-1 Funds to the Rio Grande Valley Emergency Communication District 9-1-1, as applicable, shall be made by the Public Agency within 60 days after demand by the Rio Grande Valley Emergency Communication District 9-1-1 unless an alternative repayment plan is approved by the Rio Grande Valley Emergency Communication District 9-1-1.

2.2 EQUIPMENT AND INVENTORY

- 2.2.1** The Rio Grande Valley Emergency Communication District 9-1-1 shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law and shall provide a copy to the Public Agency for insurance purposes (refer to Attachment A).
- 2.2.2** The Rio Grande Valley Emergency Communication District 9-1-1 will be responsible for tagging and identification labels for all 9-1-1 equipment.
- 2.2.3** Public Agency shall report any lost, stolen, or nonfunctioning equipment in writing to the Rio Grande Valley Emergency Communication District 9-1-1 immediately upon discovery.
- 2.2.4** Public Agency shall notify the Rio Grande Valley Emergency Communication District 9-1-1 in writing 30 days in advance of disposition of equipment due to obsolescence, failure, or other planned replacement.
- 2.2.5** Public Agency must meet minimum requirements for average call volumes in order to maintain/add additional call taking positions (Refer to Attachment B.)

2.3 SECURITY

- 2.3.1** The Public Agency shall protect Rio Grande Valley Emergency Communication District 9-1-1 provided equipment by implementing measures that secure the premises (including equipment/back room) of its PSAP against unauthorized entrance or use.
- 2.3.2** The Public Agency shall operate within local standard operating procedures and take appropriate security measures as may be necessary to ensure that non-approved third-party software applications cannot be integrated into the PSAPs Call Handling Equipment or workstations.

- 2.3.3** The Public Agency shall refrain from attaching or integrating any hardware device (i.e., external storage devices) or software application without the prior written approval of the Rio Grande Valley Emergency Communication District 9-1-1. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by the Rio Grande Valley Emergency Communication District 9- 1-1.
- 2.3.4** Do not directly contract with vendors whose systems are required to integrate with the 9-1-1 system without prior review and approval from NCT9-1-1.
- 2.3.5** The Rio Grande Valley Emergency Communication District 9-1-1 and the Public Agency agree to adhere to Health and Safety Code, Section 772.002(C), Confidentiality of Information.
- 2.3.6** The Rio Grande Valley Emergency Communication District 9-1-1 ensures section 5.2 CJIS Security Awareness Training requirements in the CJIS Security Policy are met. The Rio Grande Valley Emergency Communication District 9-1-1 Administrators shall document, maintain, and keep current a Level Four Security. These personnel have unescorted access to a physically secure location. <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>. Rio Grande Valley Emergency Communication District 9-1-1 shall adhere to any background checks requested by the Public Agency or provide the Public Agency with current CJIS certification documents.
- 2.3.7** The Public Agency shall allow 24-hour access to the 9-1-1 equipment for audits, repairs, and maintenance services, as required or needed by the Rio Grande Valley Emergency Communication District 9-1-1 Administrators.
- 2.3.8** The Public Agency shall provide (2) two access cards OR (1) one physical key to maintaining the 24-hour access compliance. Failure to do so may result in ineligibility by the Rio Grande Valley Emergency Communication District 9-1-1.

2.4 MAINTENANCE

- 2.4.1** Rio Grande Valley Emergency Communication District 9-1-1 and the Public Agency shall ensure areas, where the Rio Grande Valley Emergency Communication District 9-1-1 equipment is installed are clean, clear of clutter, and allows for unobstructed access by the Rio Grande Valley Emergency Communication District 9-1-1 Administrators.
- 2.4.2** Public Agency must provide a minimum of two-weeks notice in writing to the Rio Grande Valley Emergency Communication District 9-1-1 regarding any maintenance that could adversely affect 9-1-1 operations.
- 2.4.3** The Public Agency must provide at least a 48-hour notice in writing to Rio Grande Valley Emergency Communication District 9-1-1 before work commences on any scheduled maintenance regarding commercial power backup generators. Failure to do so will result in ineligibility by the Rio Grande Valley Emergency Communication District 9-1-1.
- 2.4.4** The Public Agency must notify the Rio Grande Valley Emergency Communication District 9-1-1 of technical issues immediately upon discovery. The Public Agency will utilize one of the following methods:
- a. Via telephone by calling (956) 682-3481 Ext. 174 and/or email to helpdesk@rgv911.org
 - b. Calling WSC (800) 414-2738 and/or email support@wsc911.com

2.4.5 The Rio Grande Valley Emergency Communication District 9-1-1 shall perform generator function tests automatically every month and conduct a load test at least once a year, to ensure that all the Rio Grande Valley Emergency Communication District 9-1-1 equipment remains functional under 9-1-1 generator power.

2.5 TRAINING

2.5.1 The Rio Grande Valley Emergency Communication District 9-1-1 shall provide telecommunicators access to emergency communications equipment training as approved by the Rio Grande Valley Emergency Communication District 9-1-1 training staff, or as determined by the Public Agency.

2.5.2 The Public Agency shall notify the Rio Grande Valley Emergency Communication District 9-1-1 in writing or email of any new 9-1-1 telecommunicator by listing their full name, date of hire, and PID#. The following link shall be used for PSAP staff changes: <https://www.rgv911.org/pages/request>

2.5.3 The Public Agency shall ensure new telecommunicators are scheduled for Power 9-1-1 training within 120 days of their hire date. If a PSAP chooses to train its personnel, a copy of the agency's approved Learning Objectives and Lesson Plan must be provided to the Rio Grande Valley Emergency Communication District 9-1-1.

2.5.4 The Public Agency shall ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCOLE and abide by the TCOLE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

2.5.5 Ensure that all telecommunicators abide by the TCOLE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

2.5.6 Schedule telecommunicators to receive 9-1-1 equipment training within 120 days of his/her hire date.

2.5.7 The Public Agency shall ensure that 9-1-1 PSAP Supervisors/Managers (or designee) attend the Board of Managers Meetings. The Rio Grande Valley Emergency Communication District 9-1-1 offers at least four quarterly meetings per year and a minimum attendance of three meetings per year are required for each PSAP.

2.5.8 The Public Agency shall ensure PSAP Telecommunicators, Training Coordinators, Supervisors/Managers, and other essential personnel identified by the Supervisor/Manager attend mandatory training associated with the implementation of new technology. This training is generally scheduled for specific dates and times.

2.5.9 The Public Agency shall ensure that all telecommunicators attend a 9-1-1 equipment and technology training refresher course every two years.

2.6 FACILITIES

2.6.1 The Public Agency shall meet prescribed equipment room requirements (Attachment A). Any expenses associated with this requirement are the responsibility of the Public Agency.

2.6.2 The Public Agency shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the Public Agency.

2.6.3 The Public Agency shall ensure areas with 9-1-1 equipment maintain a temperature between 65-78 degrees Fahrenheit.

- 2.6.4 The Public Agency shall ensure the 9-1-1 equipment room and communications area comply with the Americans with Disabilities Act of 1990. <https://www.ada.gov/law-and-regs/ada/>
- 2.6.5 The Public Agency shall provide access to the Rio Grande Valley Emergency Communication District 9-1-1 staff and contracted vendors that meet CJIS requirements on a 24/7/365 basis without prior notice.

2.7 MONITORING/REPORTING

- 2.7.1 The Rio Grande Valley Emergency Communication District 9-1-1 reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and the performance of the deliverables specified in this Agreement.
- 2.7.2 The Public Agency shall cooperate fully with all reasonable monitoring requests from the Rio Grande Valley Emergency Communication District 9-1-1 to assess and evaluate Public Agency's performance under this Agreement.
- 2.7.3 The Public Agency shall notify the Rio Grande Valley Emergency Communication District 9-1-1 of any actual, suspected, or credible threat, incident, or event impacting the Public Agency that is assessed as a Severity Level 3 (High) or greater, including but not limited to cybersecurity incidents, physical security threats, operational disruptions, or events that may affect the availability, integrity, or security of 9-1-1 services.

Notification shall occur as soon as practicable, but no later than 24 hours from identification of the incident or threat, by completing and submitting the Rio Grande Valley Emergency Communication District 9-1-1 Attachment C: (Cyber)Security Incident Reporting Form (CSIRF) or its successor form, in accordance with District reporting procedures. This notification requirement applies regardless of whether the incident directly impacts 9-1-1 systems at the time of discovery and is intended to ensure regional situational awareness, coordinated response planning, and continuity of emergency communications services.

2.8 MEDIA RELATION

- 2.8.1 The Public Agency must make every effort to communicate complete and accurate information in social media posts and/or interaction with the media, specifically as it relates to the Rio Grande Valley Emergency Communication District 9-1-1. Public Agencies must first coordinate with the Rio Grande Valley Emergency Communication District 9-1-1 before making comments on social media and/or speaking to the media regarding 9-1-1 technology and service or issues with the 9-1-1 service providers.

2.9 OPERATIONS

- 2.9.1 The Public Agency must sign and submit the contingent PSAP agreement, any changes to contingent PSAPs must be approved by the Rio Grande Valley Emergency Communication District 9-1-1.
- 2.9.2 The Public Agency shall provide a minimum of 90 days prior notice of any facility moves, adds, or changes that affect the 9-1-1 system at helpdesk@rgv911.org or by calling (956) 682-3481 Ext. 174. Failure to do so may result in ineligibility by the Rio Grande Valley Emergency Communication District 9-1-1.

- 2.9.3** The Public Agency at a minimum, provide dedicated 9-1-1 Licensed Telecommunicator(s) (TCs) to answer 9-1-1 calls 24/7/365, however, the required minimum number of TCs is based on the following:
- PSAP with one to three 9-1-1 workstations, at a minimum, must provide one TC.
 - PSAP with four to seven 9-1-1 workstations, at a minimum, must provide three TCs.
- 2.9.4** The Rio Grande Valley Emergency Communication District 9-1-1 recommends logging all TDD/TTY calls and test calls. Training and Testing of TDD/TTY will be the sole responsibility of the Public Agency.
- 2.9.5** The Public Agency shall notify the Rio Grande Valley Emergency Communication District 9-1-1 in writing at least 30 days prior to changing emergency services providers including medical, law enforcement, and fire.
- 2.9.6** The Public Agency shall report discrepancies with mapping to Rio Grande Valley Emergency Communication District 9-1-1 utilizing the tools in the dispatch mapping solution within 72 hours to the Rio Grande Valley Emergency Communication District 9-1-1.
- 2.9.7** The Public Agency shall ensure that all telecommunicators log into the 9-1-1 software at the beginning of his/her shift and logout at the end of his/her shift.
- 2.9.8** In accordance with Texas Health and Safety Code 772.619 (c), the 9-1-1 database information is not available for public inspection and cannot be released to the public. If a Public Information request specifies 9-1-1 database information, the Rio Grande Valley Emergency Communication District 9-1-1 must be notified within three (3) business days of the Public Agency receiving the request.
- 2.9.9** Rio Grande Valley Emergency Communication District 9-1-1 call recordings are a supplemental service that is provided to the Public Agency. The Rio Grande Valley Emergency Communication District 9-1-1 maintains a 365-day retention period for 9-1-1 call recordings.
- 2.9.10** 9-1-1 calls are deemed a matter of public record, The Public Information Act (PIA) makes these records available to the public. Requests for copies of such calls should be directed to the agency that took the call. (i.e Police Department) <https://www.texasattorneygeneral.gov/open-government/members-public/overview-public-information-act>
- 2.9.11** It is the responsibility of the Public Agency to maintain their present emergency dispatch services. The Rio Grande Valley Emergency Communication District 9-1-1 encourages the public agency to enhance its public safety call taking capabilities by encompassing all emergency services (Police, Fire, and Emergency Medical Services.)

SECTION 3: RIGHTS AND DUTIES OF THE RIO GRANDE VALLEY EMERGENCY COMMUNICATION DISTRICT 9-1-1

3.1 FINANCIAL

- 3.1.1** Develop a budget and strategic plan to meet Public Agency needs for the establishment and operation of 9-1-1 services throughout the Rio Grande Valley Emergency Communication District 9-1-1 region, according to standards established and approved by the Rio Grande Valley Emergency Communication District 9-1-1 Board of Managers.

3.1.2 Provide 9-1-1 service to include 9-1-1 equipment, software, services, and other items described in the current the Rio Grande Valley Emergency Communication District 9-1-1 Strategic Plan, throughout the region as funded by emergency service fees.

3.2 EQUIPMENT AND INVENTORY

3.2.1 Allow Public Agency the opportunity to participate in the planning, implementation, and operation of 9-1-1 equipment.

3.2.2 Conduct a physical inventory of critical hardware annually and reconcile inventory periodically.

3.3 TRAINING

3.3.1 Offer Call Handling Equipment (CHE) training to all new telecommunicators and refresher training every two years.

3.3.2 Offer to license training through the Regional Telecommunicator Academy that meets or exceeds Texas Commission on Law Enforcement (TCOLE) rules and regulations.

3.3.3 Offer continuing education training for Intermediate, Advanced, and Master Telecommunicator Certifications as budget allows.

3.4 MAINTENANCE

3.4.1 Practice preventative maintenance on all the Rio Grande Valley Emergency Communication District 9-1-1 owned or leased Call Handling Equipment (CHE), software, and databases including, at a minimum, backing up data, as necessary. The Rio Grande Valley Emergency Communication District 9-1-1 shall be responsible for any maintenance costs on the Rio Grande Valley Emergency Communication District 9-1-1 owned or leased equipment.

3.5 OPERATIONS

3.5.1 Inspect contingent PSAP agreements periodically.

3.5.2 Implement upgrades of PSAP equipment and software, as authorized in the current annual budget, through the Rio Grande Valley Emergency Communication District 9-1-1 processes for the purchase of new equipment and software.

3.6 CRISIS COMMUNICATIONS

3.6.1 The Rio Grande Valley Emergency Communication District will make every effort to communicate complete and accurate information to the Public Agency in a timely manner about 9-1-1 technology and services during 9-1-1 service interruptions.

SECTION 4: EFFECTIVE DATE AND TERM OF AGREEMENT

4.1.1 This Agreement shall take effect February 1, 2026, and shall continue until January 31, 2028, unless earlier terminated under 8.1 Early Termination of Agreement.

SECTION 5: OWNERSHIP, TRANSFERENCE, AND DISPOSITION EQUIPMENT

- 5.1.1** The Rio Grande Valley Emergency Communication District 9-1-1 may purchase, lease, or otherwise procure, on Public Agency's behalf, the 9-1-1 equipment, software, services, and other items as described in The Rio Grande Valley Communication District 9-1-1 Strategic Plan.
- 5.1.2** The Rio Grande Valley Emergency Communication District 9-1-1 shall establish ownership of all 9-1-1 equipment procured with 9-1-1 funds as defined herein and located within the Public Agency's jurisdiction. The Rio Grande Valley Emergency Communication District 9-1-1 may maintain ownership, or it may transfer ownership to Public Agency. Before any such transfer of ownership, The Rio Grande Valley Emergency Communication District 9-1-1 will evaluate the adequacy of controls of Public Agency to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the equipment may or may not be procured by The Rio Grande Valley Emergency Communication District 9-1-1 on behalf of the Public Agency, according to The Rio Grande Valley Emergency Communication District 9-1-1 Strategic Plan.
- 5.1.3 The basic 9-1-1 equipment categories are:**
- Call Handling Equipment (CHE) – telephone equipment located at the PSAP which may include telephones, integrated workstations, servers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery to the PSAP.
 - Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
 - Uninterruptable Power Supply (UPS)
- 5.1.4** Transfer-of-ownership documents shall be prepared by the Rio Grande Valley Communication District 9-1-1 and signed by both parties upon the transference of ownership of any 9-1-1 provided equipment. The Rio Grande Valley Communication District 9-1-1 shall maintain ownership of 9-1-1 call handling equipment.

SECTION 6: RELATIONSHIP BETWEEN THE PARTIES, ASSIGNMENT, AND SUBCONTRACTING

- 6.1.1** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual and is not to be construed to create a partnership or joint venture or agency relationship between the parties.
- 6.1.2** This Agreement may not be assigned by either Party without the prior written consent of the other Party. Any attempted assignment in violation of this agreement is void.
- 6.1.3** The Public Agency may not subcontract its duties under this Agreement without the prior written consent of the Rio Grande Valley Communication District 9-1-1. Any subcontract shall be subject to all terms and conditions contained in this Agreement and Public Agency agrees to furnish a copy of this Agreement to its subcontractor(s).

SECTION 7: RECORDS AND MONITORING

- 7.1.1** The Rio Grande Valley Communication District 9-1-1 is entitled to inspect and copy, on a 24/7/365 basis, at Public Agency's office, the records maintained under this Agreement for as long as they are maintained.

7.1.2 The Rio Grande Valley Communication District 9-1-1 is entitled to visit Public Agency’s offices, talk to its personnel, and audit its applicable 9-1-1 records during normal business hours to assist in evaluating its performance under the Agreement.

SECTION 8: EARLY TERMINATION OF AGREEMENT

8.1.1 The Rio Grande Valley Communication District 9-1-1 reserves the right to terminate this Agreement in whole or in part upon default by Public Agency. Notice of termination shall be provided to Public Agency in writing, shall set forth the reason(s) for termination, and provide for a minimum of thirty (30) days to cure the defect(s). Termination is effective only in the event Public Agency fails to cure the defect(s) within the period stated in the notice subject to any written extensions.

If the Agreement is terminated, Public Agency shall cooperate with the Rio Grande Valley Communication District 9-1-1 to ensure an orderly transition of services. Further, all equipment shall be returned to the Rio Grande Valley Communication District 9-1-1 in working condition and the Rio Grande Valley Communication District shall only be liable for payment for services rendered before the effective date of termination. Either Party may terminate this Agreement for convenience upon 180 days written notice to the other Party. Certain reporting requirements in the Agreement shall survive termination.

SECTION 9: NOTICE TO PARTIES

9.1.1 Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which the notice is addressed. Notice is considered received by a party when it is:

- Delivered to the party personally;
- On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party’s address as specified in paragraph 9.2.1 and signed on behalf of the party; or
- Three business days after its deposit in the United States Mail, with first-class postage affixed addressed to the party’s address specified in paragraph 9.2.1.

9.1.2 Notices

All notices required or permitted under this Agreement shall be in writing and shall be delivered to the following addresses, or to such other address as a party may designate by written notice:

If to RGV 9-1-1 District:

Attn: Cesar Merla, Director of Emergency Services
1912 Joe Stephens Ave. Ste. A Weslaco, Texas 78599

If to Public Agencies:

The following municipalities and governmental entities (collectively referred to herein as the “Public Agencies”) are local governments that operate one or more Public Safety Answering Points (“PSAPs”) or otherwise participate in the RGV 9-1-1 system. Notices to a Public Agency shall be directed to the respective Police Department or Sheriff’s Office responsible for 9-1-1 services:

- City of Alamo Police Department for 9-1-1 Service
- City of Alton Police Department for 9-1-1 Service
- City of Donna Police Department for 9-1-1 Service
- City of Edinburg Police Department for 9-1-1 Service
- City of Elsa Police Department for 9-1-1 Service
- City of Hidalgo Police Department for 9-1-1 Service
- Hidalgo County Sheriff's Office for 9-1-1 Service
- City of McAllen Police Department for 9-1-1 Service
- City of Mercedes Police Department for 9-1-1 Service
- City of Mission Police Department for 9-1-1 Service
- City of Palmview Police Department for 9-1-1 Service
- City of Pharr Public Safety Communications for 9-1-1 Service
- City of Raymondville Police Department for 9-1-1 Service
- City of San Juan Police Department for 9-1-1 Service
- City of Weslaco Police Department for 9-1-1 Service

SECTION 10: GENERAL PROVISIONS

- 10.1.1** Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Hidalgo County, Texas.
- 10.1.2** Liability. The Parties agree and acknowledge that each Party is not an agent of the other Party and that each Party is responsible for its acts, forbearances, negligence, and deeds, and those of its agents, contractors, officers, and employees in conjunction with each Party's performance under this Agreement.
- 10.1.3** Limitation of Liability. In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages, or expenses were reasonably foreseeable.
- 10.1.4** Procurement. Both parties agree to comply with all applicable federal, State, and local laws, rules and regulations for purchases under this Agreement. Failure to do so may result in ineligibility and denial of reimbursement by the Rio Grande Valley Communication District 9-1-1.
- 10.1.5** Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of force majeure, defined as acts of God, war, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the party, the party so prevented or delayed shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay. The period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 10.1.6** Entire Agreement. This Agreement and any attachments/addendums, as provided herein, constitute the entire agreement of the parties, and supersedes all other agreements, discussions, representations, or understandings between the parties with respect to the subject matter hereof.

- 10.1.7** Amendments. This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. In the event of such occurrence, written notice of alterations, additions, or deletions to the terms of this Agreement will be provided to Public Agency.
- 10.1.8** Nondiscrimination and Equal Opportunity. Public Agency shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.
- 10.1.9** Dispute Resolution. The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation or any other local dispute mediation process before resorting to litigation. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute during the negotiation and mediation process.



Attachment A - Equipment Room and Electrical Requirements

Equipment Room:

- There must be enough space to remove equipment from the equipment room in the event of an upgrade or replacement of faulty equipment i.e., removal of the Uninterruptible Power Supply (UPS) battery system, or large rack-mounted servers.
- Do not attach any equipment that is not provided by the Rio Grande Valley Emergency Communication District 9-1-1 into the rack being utilized for 9-1-1 call delivery. Equipment racks must remain segregated to allow the Rio Grande Valley Emergency Communication District 9-1-1 the ability to add/remove/change any of their equipment when necessary.
- Do not stack anything on or around the Rio Grande Valley Emergency Communication District 9-1-1 equipment rack or UPS, UPS bypass switch, or electrical distribution panel. There must be elevator access to the equipment room, or 911 demarcation closets located upstairs.

Fire Protection:

- Dry pipe high-temperature type systems are recommended if sprinkler heads are to be in the 9-1-1 equipment room.
- If possible, non-combustible material must be used for the room construction.

Security Precautions:

- The Public Agency may need to extend and improve existing building security to provide adequate protection for the 9-1-1 equipment.
- Electric locks or push-button access codes or card readers are not recommended unless you provide a battery backup system.

Temperature and Humidity Control:

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 65 to 78 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the 9-1-1 equipment.
- For estimates on the BTU output of the equipment, please consult with onsite installation personnel.

Static Electricity:

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor must not be carpeted unless the carpet is static-free and grounded.
- The room floor must be sealed, (preferably tiled), but not waxed.

Lighting:

- Lighting must not be powered from the switch room service panel.
- Lighting must provide 50-75-foot candles measured 30" above the equipment room floor.

Grounding:

- A single point, the isolated ground is required unless superseded by local code. The source must be the XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.
- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous with no splices or junctions.
- Conductors must be no load, non-current carrying.

Electrical:

- The voltage required is 208/120 V three-phase: four-wire "wye" service or 240/120 single phase 4 wire "delta" service.
- A dedicated transformer is preferred; however, a shared transformer or distribution is acceptable.
- IGL6-15, 20, or 30 receptacles are required, and the ground must terminate on the IG buss.
- All circuit breakers must be clearly labeled.
- Terminal devices located in the equipment room will require local power. These outlets must be wired and fused independently from all other receptacles. They must also be IG type receptacles.
- The Rio Grande Valley Emergency Communication District 9-1-1 equipment must be plugged into independent circuits, and segregated from other non-911 equipment, such as floor heaters, radio equipment, etc. This will ensure that a failure of non-911 equipment will not adversely affect the performance of 9-1-1 call handling equipment.



Attachement B - Call Volume requirements regarding PSAP Position utilization

Public Safety Answering Point (PSAP) Adds, Moves, Changes, Consolidations, and Closures. (Minimum requirements for call volume per 9-1-1 Position Averaged per 12-month period)

Call Volume Chart

Minimum Average Call Volume for Maintaining/Requesting 9-1-1 Positions*

Total Number of Positions**	Minimum Daily Call Volume Average
2	20
3	50
4	80
5	120
6	150
7	200
8	225
9	250
10	300
15	400
20	500
25	600
30	700

- *Call volume is averaged over the previous 12 months from the date of request
- **Includes Current + Requested Positions
- Failure to meet the minimum call (per position) requirements will require an evaluation of PSAP(s) need for currently deployed 9-1-1 positions.

Attachment C



Rio Grande Valley
Emergency Communications District 911
(Cyber)Security Incident Reporting Form

CONTENT OWNER/MAINTAINED BY:

RGV911

INTRODUCTION

Rio Grande Valley Emergency Communications District 911 (RGV911) regards incident response and incident action planning as a core value for business and operational resilience. Swift, precise, response and recovery of a (cyber)security incident is critical to the business and operational resilience of the RGV911 enterprise. However, there must be an effective process to receive and respond to security alerts and incidents.

What is a (Cyber)Security Incident?

A security incident is:

- An event that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or information the system processes, stores, or transmits.
- An event that constitutes a violation or imminent threat of violation of security policies, security procedures, acceptable use policies, or services of RGV911 and/or its affiliates.

The Incident Severity Levels

Incident Severity Levels be labeled by in multiple ways, including Low, Medium, and High, or Level 1, Level 2, etc. However they are labeled, the importance is to gain a common understanding of the severity of an incident. An example of defining Incident Severity Levels:

- Level 1 is a low-level incident that is unlikely to impact public health or safety; national, state, or local security; economic security; civil liberties; or public confidence.
- Level 2 is a medium-level incident that may impact public health or safety; national, state, or local security; economic security; civil liberties; or public confidence.
- Level 3 is a high-level incident that is likely to result in a demonstrable impact in the affected jurisdiction to public health or safety; national, state, or local security; economic security; civil liberties; or public confidence.
- Level 4 is a severe-level incident that is likely to result in a significant impact in the affected jurisdiction to public health or safety; national, state, or local security; economic security; or civil liberties.
- Level 5 is an emergency-level incident within the specified jurisdiction that poses an imminent threat to the provision of wide-scale critical infrastructure services; national, state, or local government security; or the lives of the country's, state's, or local government's residents.

Examples of Security Incidents

- Unauthorized access to a facility
- Intentionally targeted but unsuccessful unauthorized access
- Accidental disclosure of confidential data
- Infection by malware
- Theft or loss of an organizational system
- The theft or physical loss of computer equipment known to store PII and/or sensitive data.
- Loss or theft of portable devices such as laptops, tablets, smartphones, or backup media and its associated network connection with remote VPN.
- A server containing sensitive data is compromised by an unauthorized party
- A firewall accessed by an unauthorized entity
- A DDoS (Distributed Denial of Service) attack
- TDOS (Telephone Denial of Service) attack
- The act of violating an explicit or implied security policy
- An attacker runs an exploit tool to gain access to an organizational server
- The attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system

Specific Types of Incidents that Affect PSAPs

Ransomware Incident

A ransomware incident is generally defined as a malicious cybersecurity incident in which a person or entity introduces software that gains unauthorized access to or encrypts, modifies, or otherwise renders unavailable a state or local government's data and thereafter the person or entity demands a ransom to prevent the publication of the data, restore access to the data, or otherwise remediate the impact of the software.

Ransomware attacks are a form of denial of service that encrypts the data on servers, personal devices, and other systems that manage operations. Ransomware is a malware designed to deny a user or organization access to files on their computer. By encrypting these files and demanding a ransom payment for the decryption key, cyber attackers place organizations in a position where

paying the ransom is the easiest, quickest, and cheapest way to regain access to their files. However, restrictions on paying the ransom or otherwise submit to the threat actor(s), exacerbate the impacts of these type of attacks.

The direct impacts of a ransomware attack are:

- Temporary or permanent loss of sensitive and/or proprietary information to include systems supporting the call handling functions, data management, and all files
- Disruption to regular operations
- Financial losses incurred to restore systems and files
- Potential harm to those experiencing emergencies relying upon E911 for help, to include probable loss of life

Loss of Data Communications (i.e., WAN/LAN infrastructure, routers)

This includes any cybersecurity incident that disables or destroys WAN/LAN router infrastructure and its communication capabilities and may cause potentially disruptive effects on business operations. This security incident could produce one or more of the following impacts:

- Loss of access to WAN/LAN, to include internet and intranet
- Event causes a temporary business interruption or closure

Lessen the impact of this type of incident by using recovery strategies, hot site(s), reciprocal agreements, and manual operations.

Loss of Technology (i.e., computer room outage, network services, monitoring access)

This includes any security incident that disables or destroys the information technology network and infrastructure to include monitoring access, data center, facilities Main Distribution Frame (MDF) or Intermediate Distribution Frame (IDF), or server room with a potentially disruptive effect on business operations. This event could produce one or more of the following impacts:

- Endangerment or loss of life
- Loss of use of server room facility, voice, and data communications services
- Temporary business interruption or closure
- Operational, financial, and reputational impacts

Loss of Information Assets

This includes any security incident that causes any loss, destruction, or modification of any information assets. These assets include RGV911 documents and proprietary information and Human Resource files. This event could produce one or more of the following impacts:

- Operational, financial, and reputational impacts
- Temporary business interruption or closure
- Privacy issues with employees, contractors, and affiliates

Lessen the impact of this type of incident by using recovery strategies.

(Cyber)Security Incident Reporting Form

(Step: 1; Used by: End User)

Instructions: This form is to be completed as soon as possible following the detection or reporting of a cybersecurity incident. All items completed should be based on information that is currently available. This form may be updated and modified.

1. Contact Information for this Incident	
Name:	
Title:	
Program Office:	
Work Phone:	
Mobile Phone:	
Email address:	
2. Incident Description.	
Provide a brief description:	
3. Impact / Potential Impact (Check all of the following that apply to this incident.)	

- Loss / Compromise of Data
- Damage to Systems
- System Downtime
- Financial Loss (e.g., ransomware)
- Reputational
- Other Organizations' Systems Affected
- Damage to the Integrity or Delivery of Critical Goods, Services or Information
- Violation of legislation / regulation
- Unknown at this time

Provide a brief description:

4. Sensitivity of Data/Information Involved (Check all of the following that apply to this incident.)

Sensitivity of Data	
Category	Example
Public	This information has been specifically approved for public release by Public Relations department. Unauthorized disclosure of this information will not cause problems for RGV911, its customers, or its vendors. Disclosure of emergency services / PSAP information to the public requires the specific permission of RGV911, or long-standing practice of publicly distributing this information.

Internal Use Only	This information is intended for use within RGV911. Unauthorized disclosure of this information to outsiders may be against laws and regulations, or may cause problems for RGV911, its customers, or its vendors. This type of information is already widely distributed within RGV911, or it could be so distributed within the organization without advance permission from the information owner.
Restricted/Confidential (Privacy Violation)	This information is private or otherwise sensitive in nature and must be restricted to those with a legitimate business need for access. Unauthorized disclosure of this information to people without a business need for access may be against laws and regulations, or may cause significant problems for RGV911, its customers, or its vendors. Decisions about the provision of access to this information must be cleared through RGV911.
Unknown/Other	Describe in the space provided

- | | |
|--|--|
| <input type="checkbox"/> Public | <input type="checkbox"/> Restricted / Confidential (Privacy violation) |
| <input type="checkbox"/> Internal Use Only | <input type="checkbox"/> Unknown / Other – please describe: |

Provide a brief description of data that was compromised:

5. Who Else Has Been Notified?

Provide Person and Title:

6. What Steps Have Been Taken So Far? (Check all of the following that apply to this incident.)

- | | |
|--|--|
| <input type="checkbox"/> No action taken | <input type="checkbox"/> Restored backup from tape |
|--|--|

<input type="checkbox"/> System Disconnected from network	<input type="checkbox"/> Log files examined (saved & secured)
<input type="checkbox"/> Updated virus definitions & scanned system	<input type="checkbox"/> Other – please describe:

Provide a brief description:

7. Incident Details

Date and Time the Incident was discovered:	
Has the incident been resolved?	
Physical location of affected system(s):	
Number of sites affected by the incident:	
Approximate number of systems affected by the incident:	
Approximate number of users affected by the incident:	
Are non-RGV911 systems, such a business partners, affected by the incident?	

(Y or N – if Yes, please describe)	
Please provide any additional information that you feel is important but has not been provided elsewhere on this form.	

Please submit this completed form to RGV911

Personnel Assignment Form

(CSIRF Step: 2B; Used by: IR Team)

Date/Time:
Incident Name:
Recovery Team:



CITY OF	THE RIO GRANDE VALLEY EMERGENCY COMMUNICATION DISTRICT 9-1-1
---------	--

By: CITY OF MERCEDES By: _____

Name: OSCAR D. MONTOYA Name: _____

Title: MAYOR Title: _____

Signature _____ Signature _____

Date: _____ Date: _____

Attachments:

- Attachment A:** Equipment Room and Electrical Requirements
- Attachment B:** Call Volume requirements regarding PSAP Position utilization
- Attachment C:** (Cyber)Security Incident Reporting Form

Landowner's Petition for Release of Area from Extraterritorial Jurisdiction Under
Sec. 42.101 et seq. of Local Government Code

To: City of Mercedes, c/o Adrian Perez, Planning Director, 400 South Ohio, Mercedes,
Texas 78570.

This petition is submitted to the City of Mercedes (the "City") under Sec 42.102(b) by Jose Noe Saldivar ("Petitioner"), the owner of certain real property located within the City's extraterritorial jurisdiction as depicted on the field notes and map attached hereto as Exhibit A and further described as:

8.0-acre tract of land out of lot 4, block 40, of the Capisallo District Subdivision of a part of the Llano Grande Grant as per map or plat thereof recorded in volume "P", page 226-227, map records of Hidalgo county, Texas. And said 8.0-acre tract conveyed to Jose Noe Saldivar, as described in a general warranty deed recorded in document no. 3591936, official records of Hidalgo County, Texas, dated October 24, 2024. (the "Property").

Petitioner respectfully requests that the City act on the petition immediately as required by Sec. 42.105(c) of the Local Government Code. If the City fails to do so, the Property will be released by operation of law under Sec. 42.105(d) of the Local Government Code.

Respectfully Submitted,



SIGNATURE



PRINT NAME AND TITLE

2424 MIMOSA ST,
MISSION, TX 78574



December 3rd, 2024

City of Mercedes
c/o Joselynn Castillo, City Secretary
400 South Ohio,
Mercedes, Texas 78570

Via e-mail to jcastillo@cityofmercedes.com

Re: Landowner's Petition for Release of Area from Extraterritorial Jurisdiction
Under Sec. 42.101 *et seq.* of Local Government Code
Petitioner: JOSE NOE SALDIVAR

Dear Ms. Moreno:

Attached please find Landowner's Petition for Release of Area from Extraterritorial Jurisdiction Under Sec. 42.101 *et seq.* of Local Government Code (the "Petition"), which I submit on my behalf, Jose Noe Saldivar, the owner of the real property made the basis of the Petition.

Please advise if you require anything else for this request.

Thank you for your attention to this matter.

Respectfully,
S2 Engineering, PLLC

A handwritten signature in blue ink that reads 'Jose N. Saldivar, PE'.

Jose Noe Saldivar, PE
President

Cc: Joselynn Castillo, City Secretary
Adrian Perez, Planning Director
Albert Perez, City Manager
Luis Martinez, S2 Engineering

Via e-mail to jcastillo@cityofmercedes.com
Via e-mail to adrian.perez@cityofmercedes.com
Via e-mail to aperez@cityofmercedes.com
Via e-mail to s2engineering.lm@gmail.com

**Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540**

Document No: 3591936

Billable Pages: 3

Recorded On: October 24, 2024 08:39 AM

Number of Pages: 4

GENERAL W/D

*******Examined and Charged as Follows*******

Total Recording: \$ 43.00

*******THIS PAGE IS PART OF THE DOCUMENT*******

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document No: 3591936
Receipt No: 20241024000007
Recorded On: October 24, 2024 08:39 AM
Deputy Clerk: Marc Silva
Station: CH-1-CC-K16

Record and Return To:

Simplifile
5072 North 300 West
PROVO UT 84604



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

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.

General Warranty Deed

Date: October^{11th}, 2024

Grantor: Newera Home Solutions, LLC

Grantor's Mailing Address:

1321 Upland Dr. PMD 18853, Houston, Tx 77043

Harris County

Grantee: Jose Noe Saldivar

Grantee's Mailing Address:

2424 Mimosa
Mission, TX 78574

 County

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

Being the South 8 acres, more or less of the West half of Lot Four (4), Block Forty (40), of the CAPISALLO DISTRICT SUBDIVISION, of a par of the Llano Grande Grant, as per map or plat thereof recorded in Volume "P", Page 226, Map Records of Hidalgo County, Texas, to which reference is now here made for greater certainty of description, more particularly described by metes and bounds as follows:

Beginning at the Southwest corner of said Lot No. Four (4), Block No. Forty (40) Capisallo District Subdivision;

Thence North along the West line of said Lot 4, Block 40, a distance of 530 feet to a point; thence East parallel with the South line of said Lot 4, a distance of 660 Feet to a point; thence South parallel with the West line of said Lot No. 4, a distance of 530 feet to a point in the South line of said Lot 4; thence West 660 feet to the Southwest corner of said Lot No. 4, the point of beginning.

Reservations from and Exceptions to Conveyance and Warranty

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2024, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES EXCEPT FOR THE WARRANTIES OF TITLE.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:



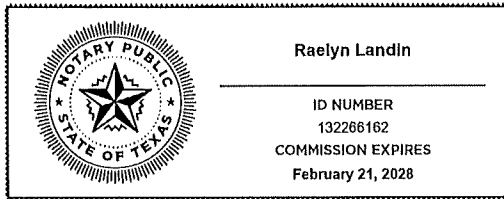
Newera Home Solutions, LLC
Homer Gonzales

STATE OF TEXAS)

COUNTY OF Bexar)

This instrument was acknowledged before me on 10/11/2024,
2024, by Homer Gonzalez, as Managing Member of Newera Homes Solutions, LLC.

(Seal)



Raelyn Landin

Notary Public, State of Texas
My commission expires: 02/21/2028

**AFTER RECORDING RETURN TO:
Jose Noe Saldivar**

GF: 24-3770

Electronically signed and notarized online using the Proof platform.



**METES AND BOUNDS
OF
8.0-ACRE TRACT BOUNDARY SURVEY**

BEING A 8.0-ACRE OF LAND OUT OF LOT 4, BLOCK 40, OF THE CAPISALLO DISTRICT SUBDIVISION OF A PART OF THE LLANO GRANDE GRANT, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME "P", PAGE 226-227, MAP RECORDS OF HIDALGO COUNTY, TEXAS. AND SAID 8.0-ACRE TRACT CONVEYED TO JOSE NOE SALDIVAR, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 3591936, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, DATED OCTOBER 24, 2024, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2-INCH IRON ROD FOUND ALONG THE SOUTH LINE OF A 15.0 ACRE TRACT CONVEYED TO JEFFERY WALKER AS DESCRIBED IN A FINAL DECREE OF DIVORCE RECORDED IN DOCUMENT NUMBER 1601768, HIDALGO COUNTY OFFICIAL RECORDS, TEXAS, AND ALSO ON THE EAST LINE OF A 40 FEET RIGHT-OF-WAY OF SOUTH MILE 1 EAST. **THENCE**, S 88° 46' 12" W, PARALLEL WITH THE SOUTH LINE OF LOT 5, BLOCK 40, OF SAID CAPISALLO DISTRICT SUBDIVISION, SAME BEING THE SOUTH LINE OF SAID 15.00 ACRE TRACT, A DISTANCE OF 19.81 FEET TO THE CENTERLINE OF SAID SOUTH MILE 1 EAST RIGHT-OF-WAY. **THENCE**, N 01° 13' 48" W, ALONG THE CENTERLINE OF SOUTH MILE 1 EAST, SAME BEING THE WEST LINE OF SAID 15.00 ACRE TRACT, A DISTANCE OF 495.00 FEET TO THE SOUTHEAST CORNER OF VALLE VERDE SUBDIVISION AS PER MAP OR PLAT RECORDED THEREOF IN VOLUME 31 PAGE 88, HIDALGO COUNTY MAP RECORDS, AND ALSO THE SOUTHWEST CORNER OF LOT 4 BLOCK 40 OF SAID CAPISALLO DISTRICT, SAME BEING THE SOUTHWEST CORNER OF SAID 8.0 ACRE TRACT CONVEYED TO JOSE NOE SALDIVAR FOR THE SOUTHWEST CORNER AND THE **POINT OF BEGINNING** OF THE TRACT HEREIN DESCRIBED;

THENCE, N 01° 13' 48" W, CONTINUING ALONG THE CENTERLINE OF SOUTH MILE 1 EAST SAME BEING THE WEST LINE OF LOT 4, BLOCK 40 OF SAID CAPISALLO DISTRICT SUBDIVISION, A DISTANCE OF 530.00 FEET TO A CALCULATED POINT FOR THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, N 88° 46' 12" E, PARALLEL WITH THE SOUTH LINE OF SAID LOT 4 BLOCK 40, SAME BEING THE SOUTH LINE OF A 12.00 ACRE TRACT CONVEYED TO PATRICIA WHISENANT AS DESCRIBED IN A CORRECTION INSTRUMENT WITH DOCUMENT NUMBER 2753682, HIDALGO COUNTY OFFICIAL RECORDS, TEXAS, AT 20 FEET PASSING A SET A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED S2-F10194796 ON THE EXISTING EAST LINE OF SOUTH MILE 1 EAST AND CONTINUING A TOTAL DISTANCE OF 660.14 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC CAP STAMPED S2-F10194796 FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

CONT:8.0 ACRE

THENCE, S 01° 13' 48" E, PARALLEL WITH THE WEST LINE OF SAID LOT 4 BLOCK 40, SAME BEING THE WEST LINE OF A 20.00 ACRE TRACT CONVEYED TO W.C. ROSS AND WIFE FANNY ROSS AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2443475, HIDALGO COUNTY OFFICIAL RECORDS, TEXAS, A DISTANCE OF 530.00 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC CAP STAMPED S2-F10194796 ON THE NORTH LINE OF SAID 15.00 ACRE TRACT CONVEYED TO JEFFERY WALKER, SAME BEING THE SOUTHWEST CORNER OF SAID 20.00-ACRE TRACT CONVEYED TO W.C. ROSS AND WIFE FANNY ROSS, FOR THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, S 88° 46' 12" W, ALONG THE NORTH LINE OF SAID 15-ACRE TRACT CONVEYED TO JEFFERY WALKER AT A DISTANCE OF 640.14 FEET PASSING A 1/2 INCH IRON ROD FOUND ON THE EAST RIGHT OF WAY LINE OF SOUTH MILE 1 EAST, CONTINUING A TOTAL DISTANCE OF 660.14 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 8.0 ACRES OF LAND MORE OR LESS.



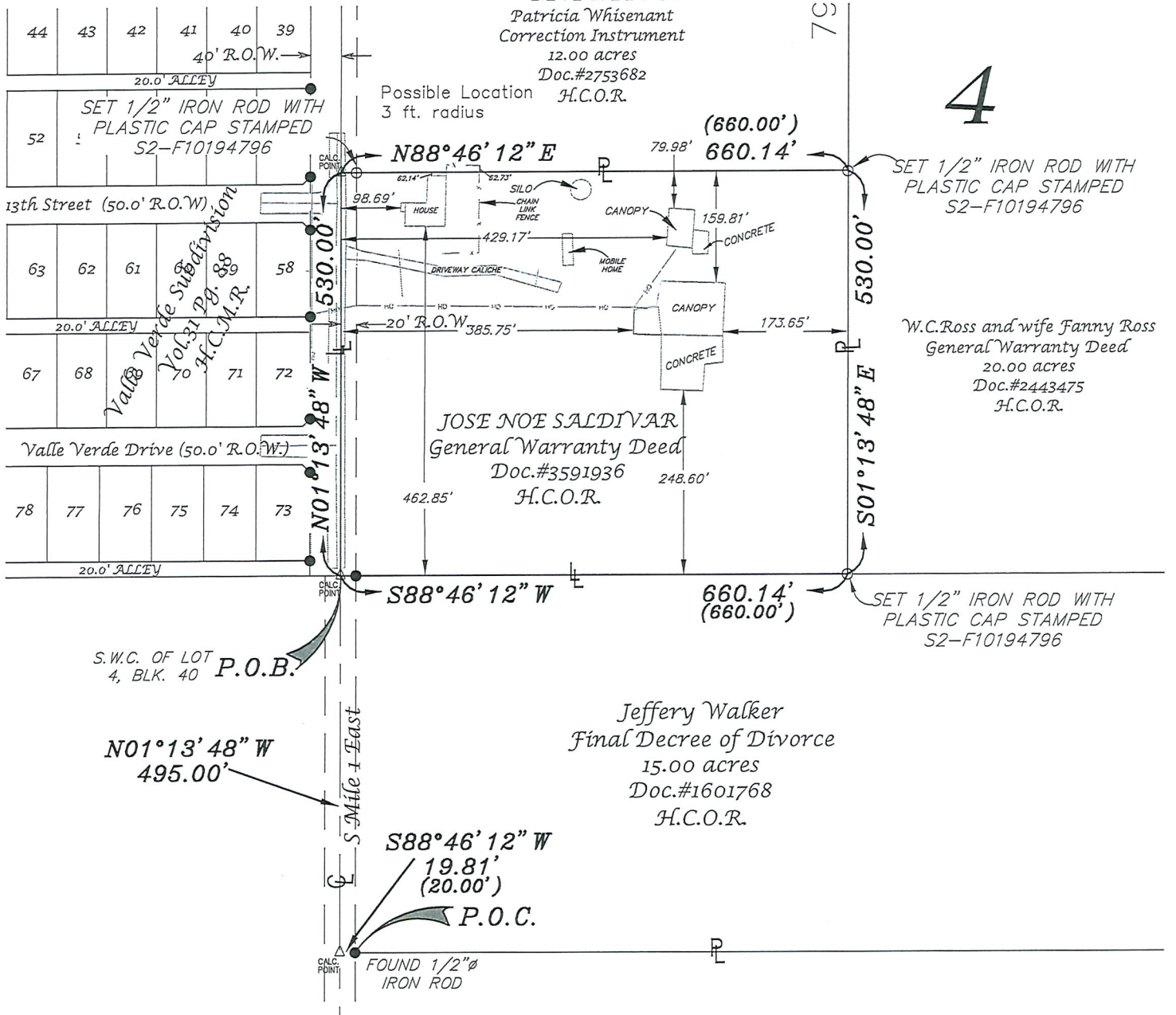
RESTITUTO A. ASCANO, III
R.P.L.S. # 6225



11-06-2024

DATE:

CAPISALLO DISTRICT SUBDIVISION
VOLUME "P", PAGE 226
M.R.H.C.



4

- | | | |
|---|---|----------------------|
| ○ SET 1/2" IRON ROD WITH PLASTIC CAP STAMPED S2-F10194796 | ℓ LOT LINE | ⊕ POWER POLE W/LIGHT |
| ⊕ SET MAG NAIL | EXIST. EXISTING | ← GUY WIRE |
| △ CALC. POINT | N.E.C. NORTHEAST CORNER | ⊙ POWER POLE |
| ● FOUND 1/2" IRON ROD | S.E.C. SOUTHEAST CORNER | ⊕ FIRE HYDRANT |
| ● FOUND 1/2" IRON PIPE | S.W.C. SOUTHWEST CORNER | ⊕ WATER METER |
| ⊙ FOUND COTTON PICKER SPINDLE | N.W.C. NORTHWEST CORNER | ⊕ WATER VALVE |
| P.O.B. POINT OF BEGINNING | M.R.H.C. MAP RECORDS OF HIDALGO COUNTY | |
| P.O.C. POINT OF COMMENCING | O.R.H.C. OFFICIAL RECORDS OF HIDALGO COUNTY | |
| ℓ PROPERTY LINE | D.R.H.C. DEED RECORDS OF HIDALGO COUNTY | |
| ⊕ CENTER LINE | R.O.W. RIGHT OF WAY | |
| | (N0°00'00"W) RECORD BEARING | |
| | (0.00') RECORD DISTANCE | |

SURVEY PLAT
 OF
 BEING A 8.0 ACRE TRACT OF LAND OUT OF LOT 4, BLOCK 40, THE CAPISALLO DISTRICT SUBDIVISION OF A PART OF THE LLANO GRANDE GRANT, AS PER MAP RECORDED IN VOLUME "P", PAGE 226-227, M.R.H.C., TEXAS.

- Notes:
1. BY GRAPHIC PLOTTING ONLY. THIS PROPERTY WAS SCALED TO BE IN ZONE B OF THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334 0525B WHICH BEARS A REVISED DATE OF JANUARY 2, 1981. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.
 2. BASIS OF BEARING ON THIS SURVEY ARE AS PER THE TEXAS STATE COORDINATES SYSTEM (NAD83 ADJUSTED 2011).
 3. EASEMENTS AND RESERVATIONS UPON RECORDED MAP CAPISALLO DISTRICT SUBDIVISION, AS PER VOL. "P", PAGE 226-227 MAP RECORDS OF HIDALGO COUNTY, TEXAS.
 4. EASEMENT, RIGHTS, RULES, AND REGULATIONS IN FAVOR OF HIDALGO COUNTY CANAL AND HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9.
 5. THE PROPERTY CORNERS OF THE TRACT SURVEYED WERE STAKED BASED ON THE BEST FIT OF MONUMENTS FOUND FOR THIS PROPERTY AND OTHERS WITHIN THE IMMEDIATELY VICINITY TAKING INTO ACCOUNT THE INTENT OF THE ORIGINAL SURVEYOR'S FOOTSTEP AND PLATTED IN A MANNER OF JUNIOR-SENIOR RIGHTS.

SURVEYED FOR: S2 DEVELOPERS, LLC.

ADDRESS: 2020 GRIFFIN PKWY, MISSION, TX 78574.

I HEREBY CERTIFY THAT THE SURVEY DESCRIBED HEREIN WAS MADE ON THE GROUND, OCTOBER 7, 2024, UNDER MY SUPERVISION AND THAT IT CORRECTLY REPRESENTS THE FACTS FOUND ON THE GROUND AT THE TIME OF THE SURVEY. THERE WERE NO VISIBLE ENCROACHMENTS, VISIBLE EASEMENTS, AND VISIBLE OVERLAPPING APPARENT CONFLICTS AS SHOWN ON THE GROUND EXCEPT AS SHOWN HEREIN. THIS SURVEY MARKEDLY CONFORMS TO THE MINIMUM STANDARDS OF PRACTICE AS APPROVED BY THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

DATE: 10-07-24
 JOB No.: S2-24-S83

RESTITUTO A. ASCANO, III
 R.P.L.S. # 6225



S2 ENGINEERING, PLLC
 CIVIL ENGINEERING & LAND SURVEYING
 TBPE F-22858 TBSL 10194796
 2020 E GRIFFIN PKWY, MISSION, TX 78574 956-403-9787
 S2ENGINEERINGPLLC.COM

THIS SURVEY PLAT IS NOT VALID WITHOUT THE ORIGINAL SEAL AND SIGNATURE.

**Landowner's Petition for Release of Area from the
Extraterritorial Jurisdiction of the City of Mercedes, Hidalgo
County, Texas Pursuant to Sec. 42.101 et seq. of the Texas Local
Government Code**

TO: City of Mercedes

C/O Joselynn Castillo, City Secretary

Denisse Hernandez, Interim Planning Director

400 So. Ohio

Mercedes, Texas 78570

This petition is hereby submitted to the City of Mercedes, Hidalgo County, Texas ("the City") under Sec. 42.10 (b) by Manuel Salazar and Elizabeth Lulu Salazar ("Petitioners"), the owners of certain real property located within the extraterritorial jurisdiction of the City of Mercedes, Hidalgo County, Texas being:

Tract 1: Being a 29.98 Acres being all of the East 30 Acres of Lot 13, Block 28, Capisallo District Subdivision of the Llano Grande Grant, Hidalgo County, Texas

(property ID 130875) and more particularly described by metes and bounds on the Attached Warranty Deed which is hereby incorporated as Exhibit A for all intents and purposes.

Tract 2: West 10 Acres of Lot 13, Block 28, Capisallo District Subdivision, Hidalgo County, Texas (property ID 130871) and more particularly described by metes and bounds on the attached Warranty Deed which is hereby incorporated as Exhibit B for all intents and purposes.

We hereby authorized Richard Garcia to assist and represent us on these proceedings.

Petitioners hereby request that the City of Mercedes act on this petition immediately as required by Sec. 42.105 (c) of the Texas Local Government Code. If the City fails to do so, the Properties will be automatically released by operation of law pursuant to Sec. 42.105 (d) of the Texas Government Code.

Manuel Zalazar and Elizabeth Lulu Salazar

2210 Jewel Circle

Edinburg, Texas 78539

956-334-3966

Manny930@hotmail.com

Ricardo Garcia

956-650-0287

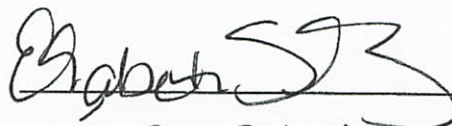
rgarcia0074@gmail.com

Respectfully,



Manuel Salazar

Date: 3/13/2026



Date: 3/13/26

RESOLUTION NO. 2026-19

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 \$12,000,000 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 \$12,000,000 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 21st day of April, 2026.

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 June 16, 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 \$12,000,000 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 \$40,350,000.00; (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 \$54,098,941; (iii) the estimated combined principal and interest required to pay the Certificates to be authorized on time and in full is \$18,539,546; (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.

/s/ Joselynn Castillo
City Secretary,
City of Mercedes, Texas

ORDINANCE NO. 2026-13

AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS, AMENDING THE INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF MERCEDES, AND HIDALGO COUNTY, EXECUTED ON JANUARY 25TH, 2011, RELATED TO HIDALGO COUNTY'S PARTICIPATION IN SAID ZONE, TO ENABLE THE AGREEMENT TO BE TERMINATED BY THE CITY OF MERCEDES AND HIDALGO COUNTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Mercedes, Texas (the "City"), previously created Tax Increment Reinvestment Zone Number One, City of Mercedes, (the "Zone") pursuant to Chapter 311, Texas Tax Code, by adoption of Ordinance No. 2008-33, adopted on December 30, 2008; and,

WHEREAS, by Ordinance #2008-33, the City and the County approved an interlocal agreement, providing for the County of Hidalgo to partner with the City of Mercedes and participate in the Reinvestment zone, providing terms and conditions for their participation; and

WHEREAS, the City Commission, in negotiation with Hidalgo County has agreed to terminate both the zone and the Inter-local Agreement between both parties; and

WHEREAS Section VI (B) of the interlocal agreement provides that neither City nor the Zone board shall take any action to terminate the Zone earlier than the duration of the zone set forth in the creation ordinance or the Interlocal agreement; and

WHEREAS Hidalgo County has requested that the Interlocal Agreement first be amended to strike the language in Section VI (B), in order to enable the City of Mercedes to terminate the zone, as is Authorized by Section 311. 017, Texas Tax Code;

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

SECTION ONE: The Interlocal agreement approved by and between the City of Mercedes and Hidalgo County is hereby amended as follows: Section VI (B) is deleted, and replaced with the following language: The City of Mercedes, upon determination that the reinvestment zone is no longer viable, or able to fulfill its original economic development plan, and upon providing notice to Hidalgo County of the same, can by Ordinance, terminate the reinvestment zone.

SECTION TWO: The City Commission finds the amendment is necessary and required in order to request that Hidalgo also approve the amendment to the Agreement, in order that both Jurisdictions may approved actions to terminate the reinvestment zone due to its lack of viability of benefit to either jurisdiction.

SECTION THREE: The Ordinance shall take effect immediately, upon its adoption as permitted by law.

Passed and approved on first reading this 21st day of April, 2026.

Passed and approved on this second reading this 5th day of May, 2026.

CITY OF MERCEDES, TEXAS

ATTEST:

Oscar D. Montoya Sr., Mayor

Joselynn Castillo, City Secretary

Martie Garcia-Vela, City Attorney

THE STATE OF TEXAS
COUNTY OF HIDALGO

§
§
§

CITY OF MERCEDES

INTERLOCAL AGREEMENT

In consideration of the covenants set forth herein, and subject to the terms and conditions herein, the Parties (as defined below) hereby agree to the terms and conditions of this Agreement (as defined below).

I. PARTIES & INDEX

A. Parties

1. THIS INTERLOCAL AGREEMENT (the "Agreement") is made by and between the **CITY OF MERCEDES, TEXAS** (hereafter referred to as "CITY"), a Texas General Law City, acting through its City Manager pursuant to Ordinance #2008-33, passed and approved by the City Commission on December 16 and December 30 2008, **HIDALGO COUNTY** (hereafter referred to as "COUNTY"), a political subdivision of the State of Texas, and **REINVESTMENT ZONE NUMBER ONE, CITY OF MERCEDES, TEXAS**, a reinvestment zone created by the CITY pursuant to Chapter 311 of the Texas Tax Code, (hereafter referred to as the "ZONE", as hereafter defined) acting by and through its duly authorized Board of Directors, established to administer, manage, and/or operate the ZONE pursuant to Sections §311.009(b) and 311.010, Texas Tax Code ("Zone Board"). Collectively, the CITY, COUNTY, and ZONE may be referred to as the "Parties". This Agreement is made pursuant to Chapter 791, Texas Government Code and Chapter 311 of the Texas Tax Code for the participation of CITY and COUNTY in the Project.

2. The initial addresses of the Parties are listed below. Each party may designate a different address by giving all parties at least ten (10) days prior written notice.

CITY

Ricardo Garcia
City Manager
City of Mercedes
400 S. Ohio
Mercedes, Texas 78570

COUNTY

Ramon Garcia
Hidalgo County Judge
County of Hidalgo
P. O. Box 1356
Edinburg, Texas 78540

With Copy to:

ZONE BOARD

Attention: Chairman
Reinvestment Zone Number One, City of Mercedes, Texas
400 S. Ohio
Mercedes, Texas 78570

With Copy to:

HIDALGO COUNTY AUDITOR

Attention: Ray Eufrazio, CPA
Re: City of Mercedes TIRZ #1
2808 South Business Hwy 281
Edinburg, Texas 78539

B. Index

In consideration of the covenants set forth herein, and subject to the terms and conditions herein, the CITY, COUNTY, and ZONE BOARD hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

<u>Section</u>	<u>Description</u>	<u>Page</u>
I.	Parties	1
II.	Definitions	2
III.	Background	3
IV.	Rights and Obligations of COUNTY	4
V.	Rights and Obligations of CITY and ZONE	8
VI.	Term and Termination	9
VII.	Miscellaneous	10
Exhibit "A"	Project Plan	
Exhibit "B"	City of Mercedes Ordinance	

C. Parts Incorporated

All of the above-described exhibits are hereby incorporated into this Agreement by this reference for all purposes.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

1. "Administrative Costs" means reasonable costs directly incurred by a Participating Taxing Entity (as hereinafter defined) related to its agreement to participate in the development of the ZONE, as described in this Agreement. These costs include, but are not limited to, costs and expenses for legal review and financial analysis related to the ZONE incurred prior to entering into this Agreement, as well as any such costs and expenses incurred after this Agreement becomes effective. The aggregate Administrative Costs over the life of the ZONE are estimated to be \$ 25,000. The only taxing entity to receive administrative expenses is the County.
2. "Agreement" means this Interlocal Agreement.
3. "Agreement Term" has the meaning set forth in Section VI.A. below.
4. "Available Tax Increment" shall mean the "Tax Increment," as defined below, less the Administrative Costs of the COUNTY.
5. "Captured Appraised Value" means the captured appraised value of the ZONE, as defined by Section 311.012(b), Texas Tax Code (and as said Code may be amended from time to time); e.g., the total appraised value in a given year of all real property taxable by a participating taxing entity and located in the ZONE for that year less the total appraised value of that property in 2008, the base year of the ZONE.
6. "CITY" has the meaning set forth in Section I.A.1 above, and includes its successors and assigns.
7. "COUNTY" has the meaning set forth in Section I.A.1 above.
8. "COUNTY M&O Tax Rate" means that portion of the ad valorem tax rate used by the COUNTY for Maintenance and Operation. The COUNTY M&O Tax Rate may be changed by

- the COUNTY during the term of the Zone. The COUNTY M&O Tax Rate for the year 2009 was .5127
9. "Final Project Plan and Financing Plan" means the Final Project Plan and Financing Plan for Reinvestment Zone Number One City of Mercedes, Texas – Mercedes Development Program as adopted by the Board of Directors of ZONE on February 12, 2009, and approved by City Commission of CITY on May 5 and May 19, 2009, and attached hereto as Exhibit "A".
 10. "Participating Taxing Entity" or "Participating Taxing Entities" means, singularly, a taxing unit participating in the ZONE, and collectively, two or more taxing units participating in the ZONE, and may include CITY and COUNTY.
 11. "Parties" has the meaning given such term in Section I.A.1 above.
 12. "Project" means the City of Mercedes Proposed Public Improvements identified in the Final Project and Financing Plan.
 13. "Project Costs" means the items set forth and described in Section 311.002(1), Texas Tax Code that are included in the Project Plan for the Project. The Project Costs include, but are not limited to, public infrastructure improvements and related capital costs; including streets; streetlights; drainage; gas, water and sewer utilities; sidewalks; landscaping; and related facilities; railroad facilities; fencing; and rights-of-way.
 14. "Project Plan" means the Final Project Plan for the ZONE as adopted by the Board of Directors of the ZONE on February 12, 2009 and approved by the CITY Commission of the CITY on May 5 and May 19, 2009, and attached hereto as Exhibit "A".
 15. "Tax Increment" for a Participating Taxing Entity means the total amount of ad valorem taxes levied and collected each year by that Participating Taxing Entity each year on the Captured Appraised Value of taxable real property in the ZONE. Further, with respect to the COUNTY, this term shall be further limited to the total amount of ad valorem taxes levied and collected only on behalf of the COUNTY each year.
 16. "Tax Increment Base" means the total appraised value of all real property taxable by a Participating Taxing Entity and located in the ZONE as of January 1, 2008, the year in which the ZONE was designated.
 17. "Tax Increment Fund" means the tax increment fund created by the CITY for the deposit of Tax Increments for the ZONE, entitled "Reinvestment Zone Number One City of Mercedes, Texas Tax Increment Fund."
 18. "Tax Increment Payment" means the amount of the Tax Increment that a Participating Taxing Entity is required to deposit annually into the Tax Increment Fund in accordance with this Agreement and the Project Plan.
 19. The "term of the ZONE" has the meaning set forth in Section III.A below.
 20. "ZONE" means Tax Increment Reinvestment Zone Number One, City of Mercedes, Texas, created by the CITY over the Zone Area on December 16, and December 30, 2008, by Ordinance No. 2008-33 a description of which is contained in Exhibit "B", attached hereto.
 21. "ZONE BOARD" has the meaning set forth in Section I.A.1 above.

III. BACKGROUND

A. A Resolution passed and approved by City Commission of CITY on Tuesday June 17 2008, expressed the CITY's intent to create a tax increment financing reinvestment zone to support revitalization activities for the ZONE, commonly known as the Mercedes Development Project, pursuant to Chapter 311, Texas Tax Code. On December 16 and 30, 2008, the City Commission of CITY passed and approved Ordinance # 2008-33 which created the ZONE. The ZONE will provide funding for public improvements within the ZONE. The ZONE is projected to terminate on December 31, 2032, unless earlier termination occurs under this Agreement (the "term of the ZONE").

B. The ZONE BOARD adopted the Project Plan on February 12, 2009. The CITY approved the Project Plan and Project Financing Plan on May 5 and 19, 2009. The CITY and the COUNTY agree to participate in the ZONE and to deposit their respective Tax Increment Payments to the Tax Increment Fund, in accordance with the terms, and in consideration for the agreements, set forth herein. The Tax Increment Fund was authorized by Ordinance No. 2008-33, attached hereto as Exhibit "B." The COUNTY hereby acknowledges receipt of notice of the initial creation of the ZONE. The CITY represents and warrants that it complied with all legal requirements and notice requirements in the creation of the ZONE.

C. The Parties hereto agree that, other than bonds or notes issued pursuant to §311.015 of the Texas Tax Code, no tax-supported public debt instrument will be issued by the City of Mercedes or the ZONE BOARD to finance any costs or improvements on the Project.

IV. RIGHTS AND OBLIGATIONS OF THE COUNTY

A. Tax Increment Participation by the COUNTY

1. Subject to the limitations set out in this Agreement, the COUNTY agrees to participate in the ZONE by contributing to the Tax Increment Fund an amount equal to 100% of the revenue generated from the COUNTY M&O Tax Rate as assessed and collected on the tax increment for the respective tax year **less Administrative Costs as specified below**. For the purpose of this Agreement the COUNTY M&O Tax Rate shall be calculated as set forth in section IV.B.9 of this Agreement. In no event shall the COUNTY contribution to the Tax Increment Fund over the life of the ZONE (beginning with the 2009 tax year) be greater than ten million, two hundred thirty six thousand, three hundred thirty dollars \$10,236,330. Administrative Costs in the amount of \$1,000 per year will be reimbursed to the County by deduction from the annual payment made to the Tax Increment Fund, not to exceed the aggregate amount of \$25,000. The following calculation will be used to calculate the COUNTY's Tax Increment Reinvestment Zone payment amount.

The chart below is an example of a tax increment payment calculation pursuant to this Agreement.

Tax Increment Reinvestment Zone (TIRZ) Payment Calculation	EXAMPLE
TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD))	\$ 1,000,000.00
<i>(Multiplied by)</i> Hidalgo County Current (GHD) Tax Rate (.59/100)	0.0059
GHD Actual Tax Levy for all real property tax accounts located within the TIRZ	\$ 5900.00
TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD))	\$ 1,000,000.00
<i>(Less)</i> Base Year Real Property Certified Appraised Value for Tax Accounts located within the TIRZ (Provided by HCAD)	\$ 10,000.00
Captured Appraised Value	\$ 900,000.00
Captured Appraised Value	\$ 900,000.00

<i>(multiplied by)</i> Contribution Rate (The lesser of actual tax year COUNTY M&O Tax Rate or rate specified on agreement) (.51/100)	0.0051
Tax Levy Due to TIRZ	\$ 4,590.00
TIRZ Collections (for February 1 through January 31) as per Collections Reports provided by Hidalgo County Tax Office	\$ 3,000.00
<i>(divided)</i> GHD Actual Tax Levy for all Real Property tax accounts located within the TIRZ	\$ 5,900.00
Percent Collected of Actual Levy	50.85%
Tax Levy Due to TIRZ	\$ 4,590.00
<i>(Multiplied by)</i> Percent Collected of Actual Levy	50.85%
TIRZ PAYMENT AMOUNT	\$ 2,334.02
LESS ADMINISTRATIVE COSTS	\$ 1,000.00
FINAL TIRZ PAYMENT AMOUNT	\$ 1,334.02

2. The Parties hereto agree that the COUNTY's contribution to the Tax Increment Fund shall be used to fund Project Costs including construction of public infrastructure improvements to support the development and revitalization efforts in the ZONE. The COUNTY's contributions to the Tax Increment Fund shall be subject to section 311.013 (d) of the Tax Code and end when it has contributed the maximum total contribution provided for herein of ten million, two hundred thirty six thousand, three hundred thirty dollars \$10,236,330, or when it has made contributions of all Tax Increment Payments, as specified in the Project Plan, attributable to all periods through the end of the COUNTY's fiscal year 2032 (ending on December 2032) whichever occurs first.

B. Tax Increment Payment

1. COUNTY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund, as provided in Section IV.A of this Agreement, shall accrue as the COUNTY collects its Tax Increment. The Parties hereto agree that all ad valorem property taxes collected each year by the COUNTY that are attributable to real property in the ZONE shall first constitute taxes on the Tax Increment Base and after the total amount of taxes on the Tax Increment Base have been collected, then the remaining ad valorem taxes collected shall constitute the Tax Increment. COUNTY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2009 once all tax accounts have been coded by the Hidalgo County Appraisal District, the Hidalgo County Tax Office has received the list of tax accounts, collection reports have been provided to the Hidalgo County Auditor's Office, the information required under section 311.016 of the Tax Code and the fully executed Interlocal Agreement have been received by the COUNTY. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received up to January 31, 2010,

but only for tax year 2009 beginning January 1, 2009. For subsequent payments, the COUNTY agrees to contribute its yearly Tax Increment Payment to the Tax Increment Fund annually not later than the 90th day after the delinquency date for the COUNTY's property taxes (or the first business day thereafter) following the end of each tax year. The amount of each Tax Increment Payment shall be based on the Tax Increments that are received up to January 31st following the end of the tax year, but which have not been previously deposited in the Tax Increment Fund, during the annual periods preceding each deposit date. Under no circumstances shall the COUNTY be required to participate in the ZONE with taxes attributable to periods after 2032.

2. One month prior to a payment required under Section IV.B. of this Agreement, the CITY shall provide to the COUNTY an updated fact sheet that includes detail as to what portion of the Project has been completed to date, a schedule of what portion of the Project is to be completed in the following year and a current roster of the ZONE's board members, including the term of each board member, the entity that appointed the board member and the date for the next annual meeting. In addition to and as part of the CITY's fact sheet, the CITY shall supply the COUNTY with all information as required under section 311.016 of the Texas Tax Code on or before the 90th day following the end of the fiscal year of the CITY. The CITY shall also request collection reports from the Hidalgo County Tax Assessor Collector and provide a copy of those reports and a payment request to the COUNTY one month prior to a payment required under Section IV.B of this agreement.

3. Pursuant to Chapter 311 of the Texas Tax Code, in the event there is a conflict between the Parties in regards to the amount of the Tax Increment owed by the COUNTY, the Hidalgo County Auditor will make the final determination as to the amount of any Tax Increment owed by the COUNTY under this Agreement. The annual Captured Appraised Value for the real property contained within the ZONE shall be determined by the Hidalgo County Appraisal District on the assessed appraised values and the Hidalgo County Tax Offices' verification of collections in regards to the real property contained with the ZONE.

4. Any delinquent deposit by the COUNTY of a Tax Increment Payment under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code, which states as follows:

"A taxing unit shall make a payment required by the Subsection (b) [Tax Increment Payment], not later than the 90th day after the delinquency date for the unit's property taxes. A delinquent payment incurs a penalty of five percent of the amount delinquent and accrues interest at an annual rate of ten percent."

The Parties expressly agree that the COUNTY shall not owe any penalty or interest on Tax Increments attributable to taxes that have been levied, but not received by the COUNTY. Further, the COUNTY shall not be liable for the payment of any penalties or interest if the fact sheet required under section IV.B.2 and the report required under section §311.016 of the Texas Tax Code is not timely submitted to the COUNTY or in any situation in which the CITY is not obligated to pay penalties and interest.

5. The CITY agrees to comply with the Project Plan. The CITY and the ZONE agree to provide prior written notice to all Participating Taxing Entities of a proposed material change (by which is meant any change that would constitute at least a twenty percent (20%) increase or decrease in either the Project Cost or the scope and scale of the Project) to the Project Plan; provided that any change that is not approved by the COUNTY shall not change the amount of Tax Increment Payments due from the COUNTY. The CITY shall have the right to amend and modify the Project Plan without providing prior written notice to the Participating Taxing Entities so long as such amendment or

modification does not constitute a material change.

6. If the CITY materially breaches this Agreement, then a Participating Taxing Entity may provide written notice to the CITY and the ZONE (with a copy to any other Participating Taxing Entity still contributing Tax Increment Payments) stating its intent to terminate its participation in the ZONE and detailing its objection(s) or concern(s). If the objections and/or concerns, as set out in the notice, are not resolved within 90 business days from the date of such notice, then COUNTY may discontinue its Tax Increment Payments and terminate its participation in the ZONE.

7. Except for contributing its respective Tax Increment Payments to the Tax Increment Fund as set out in this Agreement, the COUNTY shall not have any obligation or responsibility for any costs or expenses associated with the development of the ZONE or the implementation of the Project Plan, including, without limitation, any obligation to pay or repay any bond or other debt issued by another Participating Taxing Entity, the ZONE or the ZONE BOARD relating to the ZONE or any costs associated with the operation of ZONE, the Project or any other projects relating thereto.

8. Notwithstanding anything herein to the contrary, the COUNTY's total Tax Increment Payment to the Tax Increment Fund over the term of the ZONE shall not exceed ten million, two hundred thirty six thousand, three hundred thirty dollars (\$10,236,330), plus any applicable penalty and/or interest allowed in section 311.013 of the Tax Code, subject to the limitations in Section IV (4).

9. The County agrees to participate at one hundred percent (100%) of its COUNTY M&O Tax Rate equal to \$0.5127 per \$100 valuation on the Captured Appraised Value less Administrative Costs as provided in section IV.A.1 above. In the event that the COUNTY M&O Tax Rate is less than \$0.5127 per \$100 valuation on the captured appraised value during any of the years 2009 through 2032, then the maximum tax increment paid by the COUNTY into the Tax Increment Fund shall not exceed the designated percentage of the total amount of taxes collected by the COUNTY at the actual COUNTY M&O Tax Rate during the year the COUNTY tax rate is less than \$0.5127 per \$100 valuation. In the event that the COUNTY M&O Tax Rate is greater than \$0.5127 per \$100 valuation on the captured appraised value during any of the years 2009 through 2032, the COUNTY shall retain all taxes collected above the maximum amount of tax increment deposited in the Tax Increment Fund at the designated percentage of the COUNTY M&O Tax Rate contribution equal to a tax rate of \$0.5127 per \$100 valuation on the captured appraised value. The Captured Appraised Value will be the value provided to COUNTY by the Hidalgo County Appraisal District as of January 31st of the year the tax increment payment is due for such tax roll. If the certified taxable value changes after the initial tax increment payment has been made, the change in value will not be included in the tax payment in the upcoming years. COUNTY taxes that are delinquent for more than five years will be considered uncollectible and shall not be included in the tax increment payment.

C. Management of the ZONE

1. The ZONE shall in all respects be managed by the ZONE BOARD, including the Director appointed by the COUNTY. The ZONE BOARD shall have all powers allowed under Chapter 311 of the Texas Tax Code to manage the ZONE and carry out the Project and Finance Plan. The Participating Taxing Entities, during the term of this Agreement, may inspect the Project site and review Project plans and drawings at times and intervals that will not interfere with ongoing operations.

2. The ZONE BOARD shall be composed of five (5) members, as allowed under Section 311.009(b) of the Texas Tax Code. The COUNTY shall have the right to appoint one member of the ZONE BOARD.

D. Expansion of the ZONE

Notwithstanding anything to the contrary contained herein, the obligation of the COUNTY to participate in the ZONE is limited to the description of the ZONE in Exhibit "B" attached hereto and is subject to the terms of this Agreement. The COUNTY's participation shall not extend to the Tax Increment on any additional real property added to the ZONE by the CITY unless the COUNTY approves such participation in writing.

V. RIGHTS AND OBLIGATIONS OF CITY AND ZONE

A. Tax Increment Participation by the CITY

Subject to the terms of this Agreement and the City agrees to participate in the ZONE by contributing to the Tax Increment Fund one hundred percent (100%) of its Tax Increment each year during the term of this Agreement, beginning with the 2009 tax year. The CITY's contributions to the Tax Increment Fund shall end when the CITY has contributed the maximum total contribution provided for herein or when it has contributed all Tax Increments attributable to periods before the ZONE termination date in 2032, whichever occurs first. Notwithstanding anything herein to the contrary, the total CITY Tax Increment Payments over the term of the ZONE shall not exceed sixteen million, seven hundred thirty two thousand, four hundred sixty three dollars (\$16,732,463).

B. Tax Increment Payment

1. The CITY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund as provided above in Section V of this Agreement shall accrue as the CITY collects its Tax Increment. The CITY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2009 by April 30, 2011. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received through January 31, 2010, but only for the tax year 2009 beginning January 1, 2009. For subsequent Tax Increment Payments, the CITY agrees to contribute its Tax Increment Payment to the Tax Increment Fund semi-annually on or before March 10th and August 10th (or the first business day thereafter) of each tax year. Any delinquent deposit of a Tax Increment Payment by the CITY under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code (or its successor provision).

2. The COUNTY, the CITY and the ZONE expressly agree that the COUNTY and the CITY shall not owe any interest on Tax Increments that have been levied, but not received by the COUNTY or the CITY by the delinquency dates specified herein.

C. Financing of Project Costs

Each Participating Taxing Entity shall participate in the payment of Project Costs only to the extent described herein. The CITY and the ZONE shall be entitled to enter into any other agreements for the CITY or the ZONE to pay Project Costs and other reasonable expenses from the Tax Increments paid into the Tax Increment Fund without the consent of any other Participating Taxing

Entity, but they will provide notice of such agreement(s) to each Participating Taxing Entity.

D. Disbursement of Funds in the Tax Increment Fund

1. Each Participating Taxing Entity agrees the ZONE BOARD shall administer the Tax Increment Fund on behalf of the ZONE, pursuant to Ordinance No. 2008-33 passed and approved by City Commission of the CITY on December 16 and 30, 2008. No funds shall be disbursed from the Tax Increment Fund without the prior written approval of the ZONE BOARD, and notice of use and disbursement of funds by the ZONE shall be given at least annually to the COUNTY.

2. The parties agree and understand that under no circumstances shall Administrative Costs, in the aggregate, exceed the amount set out and described in Section II.1 above.

3. No funds will be paid from the Tax Increment Fund to a Participating Taxing Entity for its financial or legal services incurred in any dispute arising under this Agreement with another Participating Taxing Entity.

VI. TERM AND TERMINATION

A. Agreement Term and Termination

This Agreement shall become effective as of the last date of execution by the Parties hereto, and shall remain in effect until December 31, 2032, unless earlier terminated as provided herein (the "Agreement Term"). Subject to the terms of this Agreement, the COUNTY agrees to participate under this Agreement, beginning with the 2009 tax year and ending in accordance with the terms provided herein. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree and understand that the COUNTY's Tax Increment Payments will not be made after December 31, 2032.

B. Early Termination

Neither the CITY nor the ZONE BOARD shall take any action to terminate the ZONE earlier than the duration of the ZONE as specified herein.

C. Disposition of Tax Increments

Upon expiration or termination of the ZONE and after all bonds have been paid and all reimbursements have been made, any money remaining in the Tax Increment Fund shall be paid to the Participating Taxing Entities on a pro rata basis in accordance with Section 311.014(d) of the Texas Tax Code, or any successor thereto. Accounting to determine the pro rata distribution of remaining funds to the respective taxing entities shall be conducted according to generally accepted accounting principles, and shall be subject to review and audit by the COUNTY upon reasonable request. In the event a discrepancy occurs between the reviews conducted by the CITY and COUNTY, said dispute will be resolved by the respective audit offices of the CITY and COUNTY. In the event the dispute cannot be resolved it shall be submitted to mediation under the rules of the American Mediation Association with a mediator agreed upon by the County Judge of the COUNTY and the Mayor of the CITY.

VII. MISCELLANEOUS

A. Understanding

Any and all costs incurred by the CITY are not, and shall never become, general obligations or debt of any Participating Taxing Entity other than CITY. With respect to the CITY's costs, only eligible Project Costs and other allowable expenses under applicable law, if any, incurred by the CITY shall be payable from the Tax Increment Fund in the manner and priority provided in this Agreement and only to the extent that funds become available in the Tax Increment Fund. The Parties agree and understand that under no circumstance shall the eligible costs exceed the maximum specified in the final finance plan passed and approved in accordance with Ordinance No. 08-04-09 dated April 05, 2009. The CITY and the COUNTY are not obligated above and beyond what is actually collected as tax increment funds.

B. Severability

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained.

C. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties. There are no other agreements, assurances, conditions, covenants (express or implied), or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

Upon the occurrence of any event that allows the CITY to terminate hereunder, the COUNTY shall have the right to withhold tax increment payments under this Agreement until such time as such event is cured, and the COUNTY shall not incur any penalties or interest with respect to any such withheld payments notwithstanding any provision herein to the contrary. With respect to the COUNTY's obligations, to the extent there is any discrepancy between this Agreement and any exhibit hereto, the terms of this Agreement shall control.

D. Written Amendment

This Agreement may be changed or amended only by a written instrument duly executed on behalf of each Party hereto. All Parties to this Agreement understand and recognize that only the City Commission of CITY and only the Commissioners Court of the COUNTY have authority to approve a change or amendment to this Agreement on behalf of the CITY or the COUNTY, respectively.

E. Notices

All notices required or permitted hereunder shall be in writing and delivered by personal delivery, facsimile or United States Postal Service (certified mail, return receipt requested) and addressed to the respective other Party at the address prescribed in Section I of this Agreement, or at such other address as the receiving Party may have theretofore prescribed by notice to the sending Party. Such notices shall be deemed delivered the earlier of: (i) when actually received by personal delivery or facsimile if received during normal business hours and on the next business day if received after normal business hours; or (ii), if sent by the United States Postal Service, on the date indicated by

the United States Postal Service on the return receipt as the date on which it was received by the respective other Party.

F. Non-Waiver

Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, or to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

G. Assignment

All Parties to this Agreement understand and recognize that only the City Commission of the CITY and only the Commissioners Court of the COUNTY have authority to approve a delegation or assignment of the COUNTY's or the CITY's rights in this Agreement on behalf of the CITY or the COUNTY, respectively.

H. Successors

This Agreement shall bind and benefit the Parties and their legal successors or assigns. This Agreement does not create any personal liability on the part of any trustee, officer, owner, partner, principal, employee, elected official or agent of a Party to this Agreement.

I. Project Plan

The Parties agree a material change to the Project Plan shall not apply to the COUNTY unless the COUNTY approves the amendment as provided herein if such amendment to the Project Plan (i) has the effect of directly or indirectly increasing the percentage or amount of Tax Increment to be contributed by the COUNTY to the Tax Increment Fund; or (ii) increases or reduces the geographical area of the ZONE set forth in the Project Plan.

J. Access to Financial Information

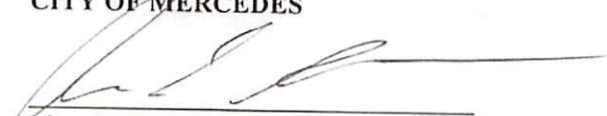
The ZONE agrees to conduct or to cause to be conducted, at a minimum, an annual financial review, a copy of which will be provided to the COUNTY. Furthermore, each Party to this Agreement shall have reasonable access to financial information and audit reports regarding the operation of the ZONE, contribution of Tax Increment Payments to the Tax Increment Fund, and expenditures from the Tax Increment Fund for Project Costs. In addition, the CITY agrees, during the term of this Agreement, to prepare and deliver an annual report to the COUNTY in accordance with Section 311.016 and 311.0101(c), Texas Tax Code. The COUNTY shall have the right to withhold or delay payments to the Tax Increment Fund until such time as it has received the financial report from the CITY for the applicable tax year, and shall not incur any penalties or interest with respect to any such withheld or delayed payments notwithstanding any provision herein to the contrary.

K. ZONE Designation

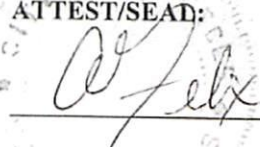
The CITY represents that its designation of the ZONE meets the criteria of Section 311.005(a), Texas Tax Code.

IN WITNESS HEREOF, the CITY OF MERCEDES; HIDALGO COUNTY AND TAX INCREMENT REINVESTMENT ZONE NUMBER ONE (1), CITY OF MERCEDES, TEXAS have made and executed this Agreement in triplicate originals on this 25th day of January, 2011.

CITY OF MERCEDES

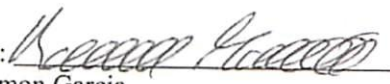


Ricardo Garcia
City Manager

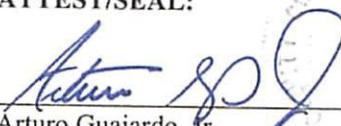
ATTEST/SEAL:


City Secretary

HIDALGO COUNTY

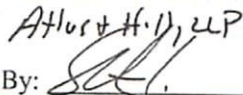
By: 

Ramon Garcia
County Judge

ATTEST/SEAL:


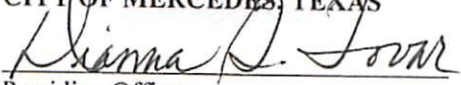
Arturo Guajardo, Jr.
County Clerk

APPROVED AS TO FORM FOR HIDALGO COUNTY:



Stephen L. Crain
Atlas & Hall, L.L.P.

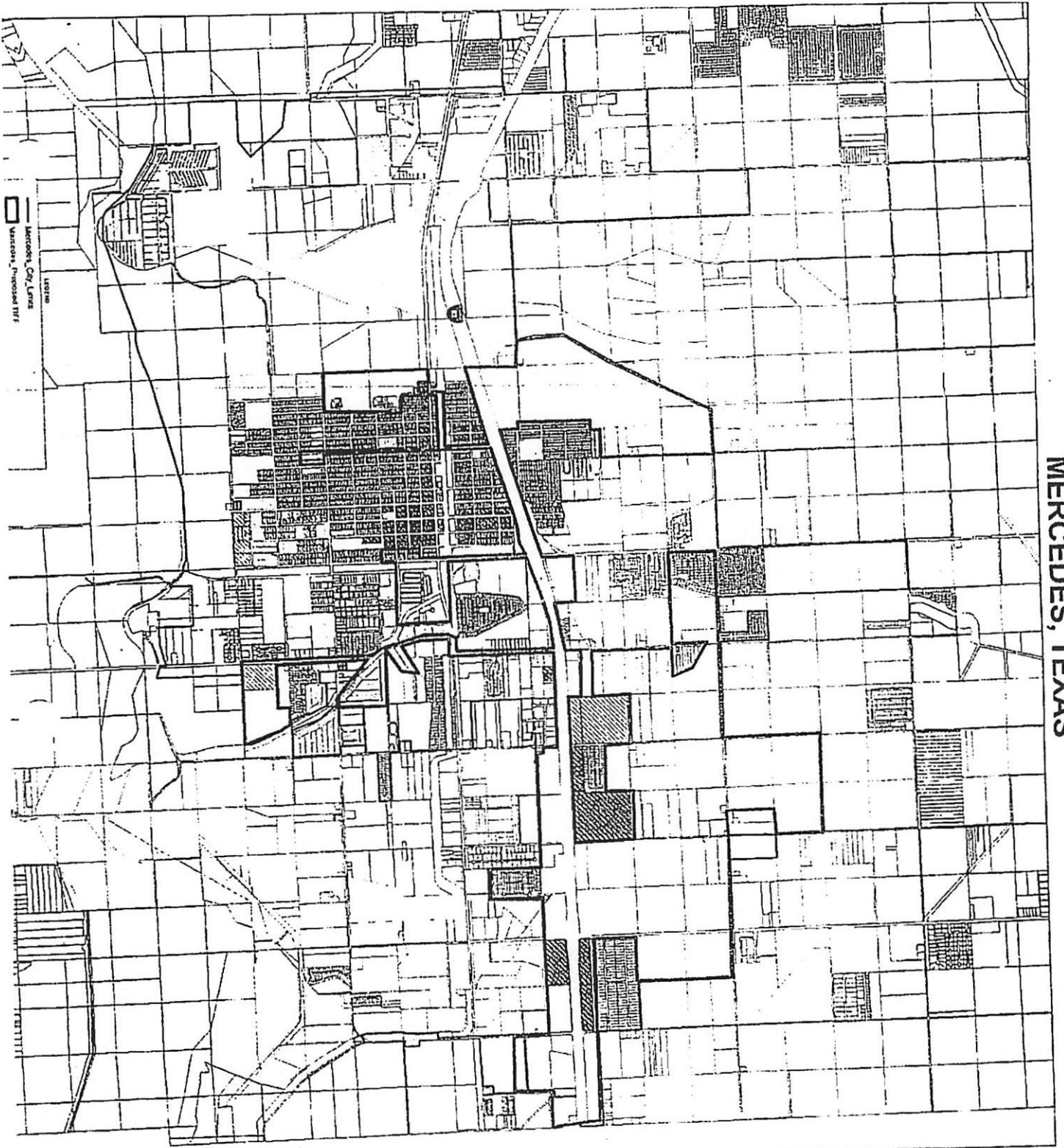
**REINVESTMENT ZONE NUMBER ONE,
CITY OF MERCEDES, TEXAS**



Diana D. Lora
Presiding Officer

**APPROVED BY
COMMISSIONERS' COURT**
ON: 1/25/11 

MERCEDES, TEXAS

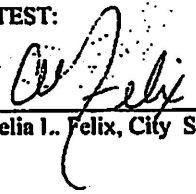


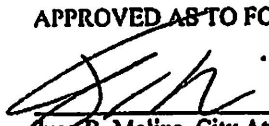
SECTION 11. The Zone shall take effect immediately upon passage of this Ordinance, pursuant to Section 311.004(3) of the Act

PASSED, APPROVED AND ADOPTED ON FIRST READING THIS THE 16th DAY OF DECEMBER, 2008.

PASSED, APPROVED AND ADOPTED ON SECOND READING THIS THE 30th DAY OF DECEMBER, 2008.


Joel Quintanilla, Mayor

ATTEST:

Arcelia L. Felix, City Secretary

APPROVED AS TO FORM:

Juan R. Molina, City Attorney

Each taxing unit other than the City that levies taxes on real property in the Zone may appoint one member to the Board. A unit may waive its right to appoint a member. The City shall appoint the remaining directors.

Appointees shall be for a two (2) year term. Upon expiration of their respective terms of office, replacements to the Board shall be appointed. Vacancies on the Board shall be filled by the respective taxing unit making such appointments for the remainder of the unexpired term.

SECTION 4. EFFECTIVE DATE AND TERMINATION DATE OF THE ZONE. The Zone shall take effect on December 30, 2008 and continue till its termination date of December 31, 2032 unless otherwise terminated earlier as a result of payment in full of all project costs, tax increment bonds, if any, including interest on said bonds are as authorized or permitted by law.

SECTION 5 ASSIGNING A NAME TO THE ZONE. The Tax Increment Reinvestment Zone created hereby is assigned the name of "REINVESTMENT ZONE NUMBER ONE, CITY OF MERCEDES, TEXAS."

SECTION 6. TAX INCREMENT BASE. The tax increment base for the Zone is the total assessed value of all real property taxable by the City and located in the Zone, determined as of January 1, 2008, the year in which the Zone was designated as a Reinvestment Zone (the "Tax Increment Base").

SECTION 7. ESTABLISHMENT OF A TAX INCREMENT FUND. There is hereby created and established in the depository bank of the City, a fund to be called the "REINVESTMENT ZONE NUMBER ONE, CITY OF MERCEDES, TEXAS TAX INCREMENT FUND" (HEREIN CALLED THE "Tax Increment Fund"). Money in the Tax Increment Fund, from whatever source, may be disbursed from the Tax Increment Fund, invested, and paid as permitted by the Act or by any agreements entered into pursuant to the Act, or as otherwise authorized by law.

SECTION 8. FINDINGS. The City hereby finds and declares that (a) improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City; and (b) the Zone meets the requirements of 311.005 of the Act, being that the Zone area is predominantly open, and because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City; and

The City of MERCEDES, pursuant to the Act, further finds and declares that:

1. the proposed zone is a contiguous geographical area located wholly within the City limits of MERCEDES;
2. less than ten percent (10%) of the property in the proposed Zone is used for residential purposes, as the term "residential" is defined in Section 311.006(d) of the Act;
3. the total appraised value of the taxable real property in the proposed Zone or in existing reinvestment zones, if any, does not exceed fifteen per cent (15%) of the total appraised value of taxable real property in the City and in industrial districts, if any, created by the City;
4. the proposed Zone does not contain more than fifteen percent (15%) of the total appraised value of real property taxable by MERCEDES County and the School Districts of Valley View and MERCEDES and
5. development or redevelopment within the boundaries of the proposed Zone will not occur solely through private investment in the reasonably foreseeable future.

SECTION 9. DESIGNATION OF A SECTION 311.005(a) ZONE. The Zone is designated pursuant to Section 311.005(a) of the Act.

SECTION 10. SEVERABILITY. If any of the provisions of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstance shall nevertheless be valid, as if such invalid provisions had never appeared herein, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision

ORDINANCE #2008-33

AN ORDINANCE DESIGNATING AN AREA KNOWN AS THE CITY OF MERCEDES REDEVELOPMENT PROJECT AS A TAX INCREMENT REINVESTMENT ZONE; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; PROVIDING FOR AN EFFECTIVE DATE AND TERMINATION DATE FOR THE ZONE; NAMING THE ZONE "REINVESTMENT ZONE NUMBER ONE CITY OF MERCEDES; AND ESTABLISHING A TAX INCREMENT FUND

WHEREAS, the City Council (the "Council") of the City of MERCEDES, Texas (the "City") desires to support development and redevelopment in the City to be funded in whole or in part, through the creation of a Tax Increment Reinvestment Zone (the "Zone"), as hereinafter more specifically defined and named and with boundaries as hereinafter provided, pursuant to the provisions of the Tax Increment Financing Act 9the "Act"), Texas Tax Code, Chapter 311; and

WHEREAS, the City indicated its intent to create the Zone through resolution # 2008-05 on June 17, 2008; and

WHEREAS, THE Project will support financing of costs associated with the construction of public improvements related to several possible development and redevelopment projects, which may include (i) Street Reconstruction, (ii) Wastewater Treatment Capacity and Sewer Collection, (iii) Water Treatment Capacity and Distribution Improvements, (iv) Drainage Improvements, (v) New Municipal Facilities, (vi) Right-of-Way Acquisition and New Arterials and Collector Streets, (vii) Utility Relocation, (viii) Park Facilities, (ix) Economic Development, (x) and Water Rights Acquisition; and

WHEREAS, pursuant to the Act, the City may designate a contiguous geographical area within the City; and

WHEREAS, Pursuant to the Act, the City has directed that a Preliminary Reinvestment Zone Financing Plan (the "Preliminary Plan") be prepared for the proposed Zone; and

WHEREAS, A Public Hearing was held on December 16 at 6:30 p.m. in the City Commission Chambers, City Hall to consider the creation of a Tax Increment Reinvestment Zone for the Project and its respective benefits to the City and to property in the proposed Zone; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MERCEDES:

SECTION 1. DESIGNATING THE AREA AS A REINVESTMENT ZONE. The area described in Section 2. below and more commonly referred to as the "MERCEDES Redevelopment Project" and officially assigned the name as designated in Section 5. below (which reinvestment zone so described, named and designated is hereinafter referred to as the "Zone", is hereby designated as a Tax Increment Reinvestment Zone.

SECTION 2. DESCRIPTION OF THE BOUNDARIES OF THE REINVESTMENT ZONE. Attached hereto as Exhibit "A", which is incorporated herein by reference for all purposes is a Hidalgo County Appraisal District Map with the parcels, area and boundaries of the Zone outlined in red, all public streets in the City of Mercedes are considered to be in the Zone.

SECTION 3. CREATION AND COMPOSITION OF A BOARD OF DIRECTORS FOR THE ZONE. There is hereby created a Board of Directors (the "Board") for the Zone, with all the rights powers and duties as provided by the Act to such Boards or by action of the City Council. Pursuant to Section 311.009(a) of the Texas Tax Code the Board shall consist of not less than five (5) and not more than fifteen (15) members.

Exhibit B
City of Mercedes Ordinance No. 2008-33

Exhibit A
City of Mercedes Tax Increment Reinvestment Zone # 1
Project Plan and Financing Plan

**FINAL
PROJECT PLAN
AND FINANCING PLAN
FOR**

Reinvestment Zone Number One

City of MERCEDES, Texas

MERCEDES Development Program

February 17, 2009

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SECTION I – EXECUTIVE SUMMARY

Overview of Plan

The City of Mercedes Tax Increment Reinvestment Zone (“TIRZ”) Number One represents an important opportunity for the City of Mercedes in partnership with Hidalgo County to promote and encourage construction of mixed use industrial, commercial, office warehouse, retail, food service, lodging facilities, market rate and affordable single and multi-family housing, and destination recreational facilities in areas of the City that have significant and varied impediments to development.

Large tracts of land in and around the City have remained vacant due to incomplete and lack of available City street infrastructure, drainage issues, and the availability of sewer and water service. The costs associated with the remediation of development and redevelopment issues are of a magnitude that without additional sources of funds the growth of the City will be significantly impaired.

The creation of the TIRZ will provide the following benefits:

1. Funding for necessary public improvements associated with needed development and redevelopment in the City.
2. Replace low value existing land uses with high value commercial, industrial, single and multi-family land uses.
3. Offer employment opportunities and reduce commuting time for Mercedes and Hidalgo County residents.
4. Help to balance population growth in Hidalgo County.
5. Provide a more efficient use of existing City and County services and infrastructure.
6. Help to address structural imbalances in the Mercedes economy and housing market.

The proposed TIRZ is comprised of vacant land throughout the City of Mercedes. Also included within the TIRZ boundaries are the public rights of way and alleys of Dyanez St., Jessica St., Aaron St., Joey St., Mockingbird Ln., Oak Tree Ln., Mile 1 ½ E, Eastland St., County Roads 1730, 1731 and 1741, East 8th St., Date Palm Dr., Palmetto St., Royal Palm, Sabal Palm Dr., Mile 1 East, Diego Dr., Micaela Dr., Progress St., Industrial, Park St., Vogel t., Mile 7 North, Las Palmas Dr., Orange St., Alamo St., E 2nd, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th and 13th Sts., Franco Drive, Santos Ave., Normalinda Ave. Caroline Ave., Alexandria, Arroyo Cir., Normalinda Cir., LA Cir., Belinda, Closner Blvd. Valle Verde Dr., Hereford, Brahman, Angus and Beefmaster Sts., Mercedes Dr., N and S Garden St., Lantana Ln., Mirasol St., Cenizo St., Esperanza St., David Reyes, David Dominguez, Pedro Martinez, St., J A Garcia St., N, E, S, and West Melton Park Dr., San Jacinto Ave., Dawson Rd., Maerose Ave., Palmetto Ave., Loretta Ave., Patricia Ave., Brooks Ave., N Capisallo Rd., Chapman St., Ebony Blvd., Ash, Birch, Cedar, Dogwood., Amigos Ln., Avenue C, Nevada, Kansas, Iowa and Florida Aves., Dowler St., Bruce St., Tiger Ln., Oak Ridge Dr., Prosperity Dr., E 17th St., Ruby Red St., Alex St., Tangelo Ave. Valencia, Connie St., Santos St., Armory Dr., Caldeira St., Cindy Ln., Taylor Dr., Webb St., Cedar St., Hill St., N & S Ohio Ave.,

Duval St., N & S Texas Ave., N & S Missouri Ave., Gillman Ave., Garcia Ave., Silver Ave., N & N & S Washington Ave., Anacuitas, Star St., Cameron St., W 1st St, Hidalgo St., N & S Virginia St., N & S Georgia St., Ruben Vela & Gilberto Perez, S Illinois St., W 3rd, 4th, 5th, 6th, 7th, 8th, 10th, 12th, 14th, 15th, 16th and 17th Sts., North St., Jones Ave., Hendrick Ave., N Vermont St., Tangerine Ave., Dallas St. Willacy St., Retama, Levee Road # 3, N Colorado, Michigan Ave., Matamoros, Reynosa Ave., Frances Ave., Palm Ave., Maryland Ave, Mathes Ave., Garza Ave., Turkey Trot St., Mile 6, 6 ½ & 7 North, Mesquite Ln., Ebony Ln., Mesquite Dr., Liberty St., Mile 2 West. East West Blvd., Dakota Ave., Ebony Ave., Tamarack Ave., Med High Dr., Date Palm, Kendalwood, Hackberry, Lazbuddie Ln. E & W, N & S Oak, Pecan, Maple, Scott, Jeff, Ash, Yolanda, Donna St., Donna Ave., Dona Ln., Juanita St., Santa Maria, and Carolina

Development Goals and Objectives

The development goals and objectives, which are expected to meet the specific needs of the City of Mercedes TIRZ District, are:

- Provide commercial and industrial opportunities for developers and companies seeking commercial building sites through the extension and expansion of the water and sewer systems.
- Secure future water rights for Mercedes residents and insure that the entire City is under the City of Mercedes CCN.
- Provide for new commercial and residential opportunities through the completion of the additional arterial and collector streets described in the Transportation, Chapter 4, of the City of Mercedes Comprehensive Plan.
- Begin to address the need for expanded housing opportunities for Mercedes residents and Mercedes workers who have to commute to work.
- Provide employment opportunities to service increasing population growth within the City and surrounding Hidalgo County.
- Improve the quality of life for Mercedes and eastern Hidalgo County residents through the completion of destination and local park facilities.
- Solve long-range storm drainage issues that affect the City and its residents.
- Enhance the quality of life within the City and western Hidalgo County through Economic Development Incentives.
- Address expanding City needs for additional municipal facilities.
- Provide for funds for the reconstruction of City Streets including, utility upgrades and sidewalk installation, that impede redevelopment or new development.

The City of Mercedes TIRZ District Project Plan and Reinvestment Zone Financing Plan provides a long term program to increase business opportunities and population within the District, using tax increment financing to fund required public improvements. This long-term program is expected to attract additional commercial and residential development to include affordable and market rate housing.

Planned Private Development

The City of Mercedes TIRZ Development Program includes;

Phase 1	2008-09	\$20,000,000	Commercial
Phase 1a	2008-09	\$2,250,000	Single Family
Phase 2	2010	\$5,250,000	Commercial
Phase 2b	2010	\$3,750,000	Single Family
Phase 3	2011	\$1,500,000	Commercial
Phase 3a	2011	\$3,000,000	Single Family
Phase 4	2012	\$6,250,000	Commercial
Phase 4a	2012	\$3,750,000	Single Family
Phase 5	2013	\$2,500,000	Commercial
Phase 5a	2013	\$3,750,000	Single Family
Phase 5b	2013	\$12,500,000	Multi-Family
Phase 6	2014	\$2,500,000	Commercial
Phase 6a	2014	\$3,750,000	Single Family
Phase 7	2015	\$12,500,000	Commercial
Phase 7a	2015	\$3,750,000	Single Family
Phase 8	2016	\$2,500,000	Commercial
Phase 9	2017	\$1,500,000	Commercial
Phase 10	2018	\$3,250,000	Commercial
Phase 11	2019	\$2,500,000	Commercial
Phase 12	2020	\$2,500,000	Commercial
		\$62,750,000	Commercial
		\$12,500,000	Multi-Family
		\$24,000,000	Single Family

The total private investment is expected to be in excess of \$ 94,250,000

The projected values of future commercial development are based upon an analysis of the 2006 and 2007 and 2008 building permits issued by the City of Mercedes. Single and multi-family developments are projected at levels that begin to meet the needs of the existing population base and the additional need projected from future economic development within the Zone

Consideration has also been given to visits to the City from third party developers looking at commercial sites and enquiring about the availability of sewer, water and the location of other utilities.

Public Improvements Project Plan

The public improvements enumerated in the Project Plan, with an estimated cost of \$70,000,000 provide for street and arterial right of way acquisition and the construction of additional east-west and north-south streets, the construction and expansion of the sewer and water treatment and distribution facilities, the addressing of housing issues that are impeding economic development, the remediation of the drainage issues that occur with all significant rainfalls, the need for additional public safety and municipal facilities, the purchase of property for Economic Development Incentives and the construction of regional and local park facilities. The public improvements planned for the City of Mercedes TIRZ District are designed to help meet the long-term needs to secure and insure growth and investment in the City and western Hidalgo County.

Planned Public Construction

The City of Mercedes TIRZ Development Program will begin construction in 2010 with construction continuing on an annual basis through 2032, the development program includes;

Public Improvements

Street and Arterial Right of Way Acquisition	\$ 1,000,000
New North-South Arterials and Collectors	\$ 2,500,000
New East-West Arterials and Collectors	\$ 5,000,000
Sewer Plant	\$ 3,500,000
Collector Trunk Line Expansion	\$ 9,000,000
Water System Expansion	
Water Rights Acquisition	\$ 2,000,000
Expand CCN to entire City	\$ 4,000,000
Water Storage Facility	\$ 3,500,000
Municipal Facilities Acquisition and Development	
Fire & Public Safety	\$ 3,000,000
Public Works	\$ 3,000,000
Regional Park	\$ 6,000,000
Local Parks	\$ 1,000,000
Historic Buildings	\$ 2,500,000
Library	\$ 3,000,000
Street Reconstruction	\$ 10,000,000
Utility Relocation	\$ 4,000,000
Economic Development	\$ 7,000,000
Total Public Improvements	\$ 70,000,000

Financing Plan

The TIRZ Financing Plan provides for tax increment allowable expenses in the approximate amount of \$32,268,618. The Reinvestment Zone Financing Plan provides for incremental financing and predicts revenues for Tax Increment Reinvestment Zone # One, City of Mercedes.

Conclusions

Based upon a set of conservative assumptions and analysis of the Project Plan and Reinvestment Zone Financing Plan, the City of Mercedes has concluded that the Project Plan and Reinvestment Zone Financing Plan is feasible.

Section II – Project Plan

Background

On June 17, 2008 the City Commission of the City of Mercedes approved a “Resolution of Intent” to consider the creation of the City of Mercedes TIRZ through Ordinance #2008-25. On December 16, 2008, the City Commission approved Ordinance #2008-33, which authorized the creation of the TIRZ and appointed a Board of Directors for the Zone.

Meetings and statutory presentations were held with individuals and taxing entities in Hidalgo County on the following dates:

- Hidalgo County Commissioners Court on December 16, 2008
- Mercedes Independent School District on December 8, 2008

Program Concepts

The City of Mercedes TIRZ District represents an important opportunity for the City of Mercedes to develop a viable long-range revitalization plan for areas of the City, which have lacked a wide range of commercial, and single and multi-family housing opportunities. New commercial/retail/food service/office warehouse/industrial and lodging construction are the key components of the revitalization plan. Increased employment opportunities for Mercedes and the surrounding county and community residents will be enhanced through the development and redevelopment activity within the Zone.

Development Goals and Objectives

The planned public improvements within the City of Mercedes TIRZ District will insure the future of the City as a viable option as companies look to expand or relocate. The addition of lodging facilities will complement the destination retail being developed in Mercedes allowing western Hidalgo County to benefit from the current and future economic activity being generated by that facility

Description of District

The City of Mercedes TIRZ District is located throughout the City. It uses a series of major through-fares and city street right-of-ways to connect the various properties within the Zone. The total assessed value of the property in the Zone, the Base Value of the Zone, is approximately \$74,173,671 per the Hidalgo County Appraisal District. The City of Mercedes TIRZ zone includes approximately 1,053 acres of public and privately held land surrounding the City as shown on the map of properties attached to this document as Exhibit “B”.

Existing Uses and Conditions

The City of Mercedes has determined that the improvements in the Zone will significantly enhance the value of all of the taxable real property in the Zone and will be of general benefit to the municipality, and that the Zone area meets the requirements of Section 311.005 of the Act, being that the Zone area:

- (2). Is predominantly open, and because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City and

The City of Mercedes, pursuant to the Act, further finds and declares that:

1. The proposed zone is a contiguous geographical area located wholly within the City limits of Mercedes;
2. Less than ten percent (10%) of the property in the proposed Zone is used for residential purposes, as the term "residential" is defined in Section 311.006(d) of the Act;
3. The total appraised value of the taxable real property in the proposed Zone or in existing reinvestment zones, if any, does not exceed fifteen per cent (15%) of the total appraised value of taxable real property in the City and in industrial districts, if any, created by the City;
4. The proposed Zone does not contain more than fifteen percent (15%) of the total appraised value of real property taxable by Hidalgo County and the Mercedes Independent School District,
5. Development or redevelopment within the boundaries of the proposed Zone will not occur solely through private investment in the reasonably foreseeable future.

City of Mercedes TIRZ Zoning

Properties proposed to be in the Zone are currently zoned; "N – Newly Annexed"; "A-2 Single Family Residence;" "B-2 Two Family Residence;" "C – Apartment"; "RMH – Mobile Home"; "B – Business District"; "C – Business District;" "A – Industrial;" "B – Industrial;" and "LI – Industrial. "N – Newly Annexed" is a holding zoning, which allows only those uses applicable to an "A – Single Family Residence, the most restrictive property zoning in the City of Mercedes.

Anticipated zoning changes include the addition of "C – Apartment" zoning the replacing of all "N- Newly Annexed" zoning with commercial and industrial zoning and the addition of "PD" Planned Development District. There are no proposed changes in zoning ordinances, the City of Mercedes Comprehensive Master Plan, building codes or subdivision rules and regulations.

Non-Project Costs

The City may from time to time purchase historic structures located throughout the City using TIRZ revenue for acquisition and rehabilitation. The TIRZ Board shall determine potential purchasers of the designated structures based upon the desired use of the structures by the City. Net proceeds from the sale of the designated structures shall be deposited into the TIRZ fund established by the City.

Proposed Public Improvements

STREET AND ARTERIAL RIGHT OF WAY ACQUISITION

Recent population growth and an expanded commuter workforce have increased the demands on city infrastructure, specifically streets. As a result, the City of Mercedes has identified several streets for extensions. The City has also identified through its "Long Range Thoroughfare Plan" additional collector and arterial streets that will facilitate vehicular movement throughout the City. As development occurs naturally the City, through its platting process, will require the dedication of right of way and the construction of the streets identified in its long-range plan. In order to facilitate additional growth in the area of development the City may acquire additional right of way from adjacent landowners for future street construction.

NEW NORTH SOUTH ARTERIALS AND COLLECTORS AND EAST WEST ARTERIALS AND COLLECTORS

The City through its "Long Range Thoroughfare Plan" has identified the following street connections and improvements to improve circulation and vehicle flow and facilitate public safety and fire vehicular efficiency.

1. Extension of Mile 8 North from Baseline Road west through the floodway to connect to Mile 2W Road (and FM1015).
2. Extension of a north/south collector from Expressway 83 N. Frontage Road north to Mile 8 North near the eastern bank of the floodway.
3. Extend a proposed collector between N. Baseline Road and Mile ½ East.
4. Extend the principal arterial Mistletoe/Rio Rico/FM491 that ends now at Business 83 north to Expressway Frontage.
5. Extend a collector west from the end of 17th Street to the southward extension of Vermont Ave.
6. Extend Vermont as a collector south all the way to the proposed westward extension of 17th Street

SEWER PLANT AND COLLECTOR TRUNK LINE EXPANSION

The City of Mercedes currently consumes on average 2.4 million gallons of water per day (MGD). The City needs to increase its water treatment capacity to 11 MGD for long-term growth. The current water treatment facilities are on average over 50 years old and are difficult to maintain and to modernize. The plant does not have the ability to process effluent for reuse, something that will become increasingly important as the Valley population continues to expand. The anticipated cost for the additional treatment capacity and ground storage is \$3,500,000 and expansion and significant upgrading of the collection system are anticipated to cost an additional \$9,000,000.

WATER SYSTEM EXPANSION

The City does not have adequate water rights to service its existing population. Water rights are increasing in cost every year and will not be available forever. The City needs to secure enough additional rights to address its current population growth as well as growth into the future.

The City needs to secure the CCN for the entire City. Negotiations are underway with North Alamo Water Supply Corporation to secure the transfer of their CCN and associated water infrastructure particularly along the commercial corridors where it is critical to development that there be adequate water pressure for fire hydrant and fire suppression system flows. Once the CCN territory and the infrastructure are acquired, physical upgrades will be necessary to provide larger waterlines with more water pressure.

Currently the City has no storage capacity for its daily water use. The City engineer has recommended a ground storage tank with between a 2 and 3-day supply of water to meet emergency demand in the event of a major storm. The construction of this facility will be in conjunction with Parks and/or other municipal facilities and will be built with as much multi-functionality as is possible.

MUNICIPAL FACILITIES ACQUISITION AND DEVELOPMENT

Fire and Public Safety: The City has identified additional modern fire safety facilities as its greatest public safety requirement. Funds from the TIRZ will be used to acquire the most advantageous site in the City and for the construction of the new facility

Public Works: The City needs to combine all of its public works equipment and workers into a single modern yard with repair and maintenance facilities. Having workers and equipment at a number of location works to create inefficiency and additional cost to the taxpayer. Funds from the TIRZ will be used to acquire the most advantageous site in the City and for the construction of the new facility

Regional Park: The City in conjunction with the School District will develop a regional park serving all of western Hidalgo County. Adequate playing fields for organized sports are a prerequisite for developing are youth. Young people who participate in team sports activities are less likely to engage in risk taking behavior and more likely to complete school. The facility will also be of use to large groups and family reunions and will complement the RGV Fairgrounds.

Local Parks: Fostering a sense of community is a goal of the City. Small neighborhood parks on vacant strips of land provide for gathering places for neighbors to meet and come to know one another. The City will identify through neighborhood meetings and public hearings tracts of land that may be available to develop and economically maintain.

Historic Buildings: The Mercedes Fire Station as well as a number of private historic buildings need to be modified for modern reuse while preserving their historic facades. Historic preservation will also serve to extend the stay of visitors to the area that were attracted by the Outlet Mall. Additional buildings of significant historic value may become available which the City would want to acquire to protect and renovate through the use of TIRZ funds.

Library: The City and its residents are proud of their library facility. Use of the facility has grown annually and it is at the edge of its ability to adequately meet the needs of the residents. Funds for the expansion of the facility as well as additional parking are included in the Zone.

STREET RECONSTRUCTION

Older streets that were either county roads or private streets that have been annexed into the City need to be widened and rebuilt to facilitate increased traffic and safety issues and to bring the roads up to City code. The City through its "Long Range Thoroughfare Plan" has identified two particular streets that need to be upgraded to collectors to facilitate future industrial and retail traffic: M 1 1/2 E south and Mile 2 1/2 E south from Expressway 83 south to Business 83. Many of the existing city streets need to be reconstructed to include curbs, drains and sidewalks to facilitate the movement of water off of them during periodic heavy rainfall.

UTILITY RELOCATION

The City needs to provide funding in the course of street reconstruction for the relocation of the existing utilities. TxDot also looks to the City to provide for funding for the relocation of utilities when they are doing street reconstruction. The relocation is expensive because the City must maintain water and sewer service while at the same time installing new lines.

ECONOMIC DEVELOPMENT

Economic development incentives will be tied to the hiring and training of western Hidalgo County and Mercedes residents. The properties located within the Tax Increment Zone will not be eligible for either City or County property tax abatement. Economic development is an allowable expense under Chapter 311 of the Texas Tax Code and Zone funds will be used to augment other economic development incentives.

The planned improvements are designed to begin to meet the long-term needs to secure growth and investment in Mercedes and western Hidalgo County.

SECTION III - Project Feasibility

The feasibility of any development has two aspects that must be considered:

1. Financial feasibility
2. Market or economic feasibility feasibility.

The purpose of the TIRZ is to address the financial aspect of the development. TIRZ incremental funds provide for a portion of the development costs incurred for public improvements, thus insuring the financial feasibility of the Project. This project is financially feasible and can be developed with the funding of public improvements from TIRZ funds, however the City acknowledges that the incremental funds to be generated from the project do not cover all of the cost of the proposed public improvements and that other funding sources will be necessary.

Market or economic feasibility addresses issues relating to product absorption, type of product, and demand. The existing economic base is expected to increase due to new commercial opportunities that will be generated through the business expansion that is a result of the \$14,548,063 in commercial building permits issued by the City of Mercedes in the first 10 months of 2008. Additionally developers and builders have approached the City with preliminary plans for which they will be pulling permits in 2009 and 2010. The funding of the sewer and water plant expansions will insure that permits will be able to be issued to these builders and developers. There is strong interest from the lodging industry in securing sites for construction due to the Phase 2 and Phase 3 expansions of the Outlet Shopping Mall in the City of Mercedes.

There is demonstrated demand for the type and size of the planned private improvements in the Zone. The public improvements schedule for the Zone will insure that these private improvements are built.

SECTION IV – REINVESTMENT ZONE FINANCING PLAN

Tax Increment Financing

The Tax Increment Financing Act (Chapter 311 of the Tax Code), provides for municipalities to create “reinvestment zones” within which various public works and improvements can be undertaken, using tax increment revenues, bonds or notes, to pay for those improvements. At the time an area is designated a reinvestment zone for tax increment financing (“TIF”), the existing total of appraised value of real property in the zone is identified and designated as the “tax increment base.” Taxing units levying taxes in the zone during its life are limited to revenues from this base.

Public improvements are made in the area to attract private development that would not otherwise occur. As the costs of new development are added to the tax rolls, property values will rise. This rise in new value is called the “captured appraised value.” The taxes that are collected by the participating taxing jurisdictions on the increment between the base value and the new higher value, the tax increment, are then deposited into a TIF Trust Fund, which is used to pay for the public improvements. Once the public improvements are completed and paid for, the TIF is dissolved and any remaining amounts of taxes collected are kept by the taxing jurisdiction. In effect, the taxing jurisdictions are “investing” future earnings to receive the benefit of higher tax revenues from new development. Taxing jurisdictions are not restricted from raising their tax rate during the life of the zone.

Financing Plan

The Reinvestment Zone Financing Plan developed by the City provides that potentially \$32,268,618 of public improvements will be paid for with TIF funds. The Reinvestment Zone Financing Plan also projects incremental funds for financing and revenues for the City of Mercedes TIRZ. It is not anticipated that tax increment funds in an amount to fully reimburse the City for all approved project costs will be generated over the projected life of the Zone

Financing Method: Incremental funds will be spent as they accrue and TIF Revenue Bonds in an amount that can be debt serviced from TIRZ revenue may be issued for larger projects and paid for with annual TIRZ proceeds. It is estimated that bonded indebtedness would not exceed \$10,000,000.

Financing Policy: The goal of the City of Mercedes TIRZ District is to borrow only those funds needed as the necessity arises in order to reduce interest expense.

Long Term Financing: The developers of the commercial/industrial/Retail sites and the single and multi-family homes will arrange for long term financing for their individual projects.

Relocation Plan For Current Residents

There will be no relocation of Mercedes residents.

Development Schedule and Assumptions

The Development Schedule is based upon the immediate needs of the City and the public works are listed by priority. The City intends to remain flexible in order to leverage other funds with TIRZ funds to maximize the efficiency of the City's funds. TIRZ funds will fund less than 50% of the identified City capital improvements and the City will look to other sources of revenue to make up the difference.

Financial Assumptions

No tax rate changes have been factored into the financial pro forma's for the District. All projections assume that taxable appraised value and tax rates will remain unchanged. It has also been assumed that the taxing entities will continue to collect tax revenues at the same rate and that homestead and other exemption rates will remain unchanged. The finance plan assumes a collection rate of 97.5% because 70% of the new development will be in the form of commercial construction. The long-term lenders who do the permanent financing for these types of projects generally require proof that the taxes are current. Residential projects that receive incentive financing will have, as a term of the assistance, to have property taxes included in the mortgage payments. The City acknowledges that in any given year the amount of taxes collected will fall below 97.5% but over the life of the Zone these delinquent taxes will be paid. The City is proposing to put all of its ad valorem increment into the Zone and 1% of the sales tax income generated from Phase 2 and 3 of the Rio Grande Valley Outlet Mall into the Zone.

Administrative Expenses

The inter-local agreement by and between Hidalgo County, the City of Mercedes and Reinvestment Zone Number One provides for administrative expenses in the amount of \$25,000. It is not the intention of the City to ever charge the Zone an administrative expense. The funds are provided for the contingency that the County may at some future time levy and administrative expense to process payment to the Zone.

City of Mercedes Project Review

City of Mercedes - TIF Reinvestment Zone # One

Summary Fact Sheet

December 5, 2008

Plan of Finance

Site Area	1,053.000	Acres
Base Value Estimate (2008)	\$74,173,671	

Project:

Phase 1	2008-09	\$20,000,000	Commercial
Phase 1a	2008-09	\$2,250,000	Single Family
Phase 2	2010	\$5,250,000	Commercial
Phase 2b	2010	\$3,750,000	Single Family
Phase 3	2011	\$1,500,000	Commercial
Phase 3a	2011	\$3,000,000	Single Family
Phase 4	2012	\$6,250,000	Commercial
Phase 4a	2012	\$3,750,000	Single Family
Phase 5	2013	\$2,500,000	Commercial
Phase 5a	2013	\$3,750,000	Single Family
Phase 5b	2013	12,500,000	Multi-Family
Phase 6	2014	\$2,500,000	Commercial
Phase 6a	2014	\$3,750,000	Single Family
Phase 7	2015	\$12,500,000	Commercial
Phase 7a	2015	\$3,750,000	Single Family
Phase 8	2016	\$2,500,000	Commercial
Phase 9	2017	\$1,500,000	Commercial
Phase 10	2018	\$3,250,000	Commercial
Phase 11	2019	\$2,500,000	Commercial
Phase 12	2020	\$2,500,000	Commercial

Totals

	\$62,750,000	Commercial
	\$12,500,000	Multi-Family
	\$24,000,000	Single Family

Assumptions

Captured Value	\$ 94,250,000	
Growth Factor	0.00%	
Collection Rate	97.50%	
Estimated Total TIF Revenues	\$ 32,268,618	
Estimated TIF Life	25	Years

EXHIBIT "A"

Map of Zone Properties Per Hidalgo County Appraisal District

ORDINANCE NO. 2026-14

AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS, TERMINATING THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE; FINDING THAT THE PURPOSES OF THE ZONE HAVE BEEN SUBSTANTIALLY ACCOMPLISHED OR ARE NO LONGER FEASIBLE; PROVIDING FOR THE DISSOLUTION OF THE REINVESTMENT ZONE AND ITS BOARD OF DIRECTORS; PROVIDING FOR THE DISPOSITION OF FUNDS AND PROPERTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Mercedes, Texas (the “City”), previously created **Tax Increment Reinvestment Zone No. 1** (the “Zone”) pursuant to **Chapter 311, Texas Tax Code**, by Ordinance No. 2008-33, adopted on December 30, 2008; and

WHEREAS, Section 311.017 of the Texas Tax Code authorizes a municipality to terminate a reinvestment zone by ordinance upon finding that the purposes of the zone have been substantially completed or that the continued existence of the zone is no longer feasible or necessary; and

WHEREAS, the City Commission has determined that the public purposes for which the Zone was created have been accomplished, or that continuation of the Zone is no longer feasible or in the best interest of the City; and

WHEREAS, the City Commission desires to terminate the Zone and dissolve its Board of Directors in accordance with state law and subject to approval by Hidalgo County of the TIRZ No. 1 Amendment Agreement;

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

SECTION 1. TERMINATION OF TAX INCREMENT REINVESTMENT ZONE.

Pursuant to Section 311.017 of the Texas Tax Code, **Tax Increment Reinvestment Zone No. 1** is hereby **terminated and abolished**, effective as provided in Section 6 of this Ordinance.

SECTION 2. FINDINGS.

The City Commission finds and determines that:

1. The purposes for which the Zone was created have been substantially accomplished **and/or**
2. The continued existence of the Zone is no longer feasible, necessary, or in the best interest of the City.

These findings are adopted as legislative determinations of the City Commission.

SECTION 3. DISSOLUTION OF BOARD OF DIRECTORS.

Upon the effective date of this Ordinance, the **Board of Directors of the Tax Increment Reinvestment Zone** is hereby **dissolved**, and all authority, duties, and responsibilities of the Board shall cease.

SECTION 4. DISPOSITION OF FUNDS AND PROPERTY.

(a) Any funds remaining in the Tax Increment Fund after payment of all lawful obligations of the Zone shall be returned to the participating taxing units in proportion to their contributions, unless otherwise required by law.

(b) Any property, records, or assets of the Zone shall be transferred to the City or disposed of in accordance with applicable law.

SECTION 5. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such invalidity shall not affect the remaining portions of this Ordinance.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption, as permitted by law.

PASSED AND APPROVED ON FIRST READING, THIS THE 21ST DAY OF APRIL, 2026.

PASSED, APPROVED AND ADOPTED ON SECOND READING, THIS THE 5TH DAY OF MAY, 2026.

CITY OF MERCEDES

Oscar D. Montoya Sr., Mayor

APPROVED AS TO FORM:

Martie Garica-Vela, City Attorney

ATTEST:

Joselynn Castillo, City Secretary

DATE: April 21, 2026
FROM: Javier Campos, Fire Chief
ITEM: **Discussion and possible action to Consideration and Action to Renew the Contract between the City of Mercedes and Dr. Andrew Levine, Medical Director**

BACKGROUND INFORMATION:

The City of Mercedes Fire Department respectfully requests the continued engagement of Dr. Andrew Levine, M.D., as the EMS Medical Director to provide medical oversight for our EMS operations.

Fire Administration recognizes the critical importance of maintaining strong medical direction, which has been essential to the success of our standing protocols and the delivery of high-quality patient care in our community. Dr. Levine's expertise, experience, and collaborative approach with our administrative staff consistently demonstrate a high level of professionalism and commitment to excellence. His leadership has directly contributed to the quality of care provided to our community.

Dr. Levine's dedication to EMS medical direction is instrumental in upholding the highest standards of treatment and operational performance. He has also been a key contributor to our team-oriented environment, fostering effective communication and coordination with our EMS Coordinator and Fire Chief.

EMS Coordinator Armando Martinez and Fire Chief Javier Campos Jr. strongly recommend retaining Dr. Levine as a valued member of our EMS team. His continued service and positive impact on our operations make him an indispensable asset to the department.

Fire Administration respectfully recommends approval of this item.

BOARD REVIEW/CITIZEN FEEDBACK: (Let us know if this was approved or denied by a board)

ALTERNATIVES/OPTIONS: (If your recommendation isn't approved, do you have another option that can be approved)

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):
\$ 18,000

Account Number(s):
46-510-2044

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. CONTRACT EXTENSION - Dr. Levine
2. Dr. Levine 2024-2026

STAFF RECOMMENDATION:

Fire Administration respectfully recommends approval of this item.

CONTRACT EXTENSION #2026/04/21

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS, that the contract between the City of Mercedes, Texas and Dr. Andrew Levine, Medical Director was evaluated and contract renewals may be extended in accordance with the Mercedes City Charter, and

The City Commission hereby exercises the contract extension option for two years beginning April 1, 2026 and ending April 1, 2028 and that the Mayor or Mayor Pro-Tem is hereby authorized to execute this contract extension and to do all other acts necessary to carry said extension into effect.

PASSED, APPROVED, AND ADOPTED THIS THE 21ST DAY OF APRIL, 2026.

Oscar D. Montoya Sr., Mayor

ATTEST:

Joselynn Castillo, City Secretary

MEDICAL DIRECTOR AGREEMENT

THE STATE OF TEXAS	§
	§
COUNTY OF HIDALGO	§
	§
CITY OF MERCEDES	§

This agreement is made and executed on the date of signature below by and between the City of Mercedes, Texas, a Home Rule City hereinafter referred to as (“City”) for the benefit of the Mercedes Department of Public Safety Emergency Medical Services and Dr. Andrew Levine, M.D. hereinafter referred to as (“Medical Director”)

I.

The City hereby engages Dr. Andrew Levine, M.D., physician currently licensed to practice medicine in the State of Texas, as the Medical Director of the Mercedes Department of Public Safety Emergency Medical Services, in compliance with the State of Texas, Health and Safety Code Chapter 773 Emergency Medical Services.

II.

It is hereby agreed that Dr. Andrew Levine, M.D. shall receive a monthly compensation of \$1,500 in exchange for his services as a licensed physician under Subtitle B, Title 3, Occupations Code, and the rules adopted under that subtitle by the Texas Medical Board. This payment amount shall continue until such time as the EMS service is certified by the Texas Department of State Health Services. Upon certification, monthly compensation will be subject to renegotiation with the City of Mercedes.

III.

Dr. Andrew Levine, M.D. will serve as the Medical Director of the Emergency Medical Services of the Department and will provide medical supervision by developing protocols and standing orders of EMS personnel and units; approving EMS medical equipment and personnel permitted to function within the EMS system; giving guidance and directions to the Director of EMS and his staff; approving EMS training programs and training personnel; receiving input from emergency departments and community physicians; advising the Department regarding creation and enforcement of ordinances pertaining to Emergency Medical Services; disaster preparedness; and communications and dispatching procedures related to EMS; receiving and investigating complaints; participating in ongoing medical audit, review and performance appraisal of EMS personnel and system functions; any service required by the State of Texas and Federal Law, and to report to the Department of Public Safety the goals and progress of the Emergency Medical Services.

IV.

Dr. Andrew Levine, M.D. will provide his own malpractice insurance at this own expense and include the City of Mercedes as an additional insured. Dr. Levine's coverage must be Two Hundred Thousand Dollars (\$200,000.00) per incident and Six Hundred Thousand and No/100ts Dollars (\$600,000.00), per occurrence.

V.

This agreement may not be sold, transferred or assigned in whole or in part by either party without the prior written consent of the other party.

VI.

This Agreement shall remain in effect for two (2) years from the 1st day of May, 2024 until the 1st day of May, 2026. Either party shall have the right to cancel and terminate this agreement at any time upon 90 days written notice to the other party.

If the Contract is not renewed upon reaching the end of its term and has not been terminated by either party, it shall automatically transition into a month-to-month at will contract, continuing until either party provides a 30-day written notice of termination.

This Agreement shall be subject to change, amendment, or modification only by the mutual written consent of the parties hereto.

The parties agree that any dispute that arises out of this agreement shall be mediated in Hidalgo County, Texas the choice of law venue before any suit is filed.

EXECUTED IN DUPLICATE this 16th day of April, 2024.

CITY OF MERCEDES

BY: 
Oscar Montoya, MAYOR

ATTEST: 

Joselynn Castillo, CITY SECRETARY

APPROVED: 

Martie Garcia-Vela, CITY ATTORNEY

CITY OF MERCEDES
Fire Department
Emergency Medical Services

BY: _____
Javier Campos, Fire Chief

MEDICAL DIRECTOR

BY: _____
Andrew Levine, M.D.

DATE: April 21, 2026
FROM: Kristine Longoria, HR Director
ITEM: **Discussion and possible action to Discussion and Action regarding CINTAS Contract for Uniform Services**

BACKGROUND INFORMATION: To formalize the continuation of Unifrom services with Cintas and the use of the floor mats on a month-to-month basis for the next 60-90 days. This will ensure all city employees remain in uniform while staff completes the transition to an internal purchasing model for mats.
Currently, the city utilizes Cintas for employee uniforms and mats without a long-term contractual obligation. Cintas has maintained a consistent record of reliable service with no reported issues. Cintas has successfully accommodated new hires and staff changes in a prompt manner.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: (Total Costs)

Proposed Expenditure/(Revenue):
\$

Account Number(s):

Finance Review by:

LEGAL REVIEW:

ATTACHMENTS:

1. City Of Mercedes Update OMNIA Rental Acceptance Agreement (Nebraska) (rev. 2.1.26)
(1)

STAFF RECOMMENDATION: Seeking approval for 36 month term.

Workplace Solutions (001299) Cooperative Acceptance Agreement



Location #: _____	CINTAS INTERNAL USE ONLY <i>(If locally managed MLA please replace agreement # with current Locally Managed MLA)</i>
Contract #: _____	
Customer #: _____	
Main Corporate Code: → Omnia Nebraska Rental/FS MLA CC #13897 MLA Agreement # _____ GPO CC #13897 GPO Agreement #211011196	

Customer/Participating Public Agency: _____ ("Customer") Phone: _____ Date: _____
 Address: _____ City: _____ State: _____ Zip: _____

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term").				
Standard Name Emblem	\$	ea	Standard Agency Emblem	\$ ea
Custom Agency Emblem	\$	ea	Embroidery	\$ ea
Uniform Advantage	Item:			\$ ea per week
Premium Uniform Advantage	Item:			\$ ea per week
Emblem Advantage	Item:			\$ ea per week
Prep Advantage	Item:			\$ ea per week
Minimum Charge	\$35 per delivery or 50% of initial invoice (the greater of the two).			
Make-Up Charge	\$	per garment		
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium	\$			per garment
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.				
Artwork Charge for Logo Mat	\$			
Payment Terms: Net 30				
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of \$ _____ per garment will be assessed for employee's size changed within 4 weeks of installation.			
Other				

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item:	% of inventory	\$	ea
Automatic Lost Replacement Charge	Item:	% of inventory	\$	ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	<input type="checkbox"/>		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	<input type="checkbox"/>		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	<input type="checkbox"/>		

Cintas Representative Initials: FC Customer Initials: _____

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement #001299 available at <https://www.omniapartners.com/publicsector>.
2. **Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability:** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices:** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.
2. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Acceptance Agreement, or terminates the Acceptance Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees:** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee:** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees:** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement:** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations:** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

Cintas Representative Initials:  Customer Initials: _____

- 10. Termination for Unavailability of Funds:** If Customer intends to terminate this Acceptance Agreement pursuant to Section 36 of the Master Agreement due to a reduction in local, state, and/or federal funding ("Funding Termination"), Customer shall give prompt written notice to Cintas along with documentation evidencing the extent of unavailability or reduction of funding. In the event that Customer's funding is sufficient to finance this Acceptance Agreement in part, then prior to termination, Cintas shall have the option, in its sole discretion, to reduce the scope of this Acceptance Agreement to conform with the available funds, and Customer shall cooperate in good faith with Cintas to amend this Acceptance Agreement to reflect such reduced scope. If Customer complies with the notice and scope reduction requirements in this Section 10, the termination charges in Section 11 shall not apply to such Funding Termination. If Customer does not comply with the notice and scope reduction requirements in this Section 10, the termination charges in Section 11 shall apply to such Funding Termination. This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
- 11. Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
- If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience after thirty-six (36) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
 - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
- 12. No Federal Contractor:** As a material condition of this Acceptance Agreement, Customer represents and warrants that: (a) this Acceptance Agreement is not federally funded; (b) this Acceptance Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Acceptance Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Acceptance Agreement.
- 13. Prevailing Wage/Living Wage:** Customer represents and warrants that this Acceptance Agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this Acceptance Agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to this Acceptance Agreement.
- 14. PO Economic Terms:** The Parties agree that terms and conditions set forth in any purchase order, Statement of Work, or similar document ("Order Document") will be limited to economic and/or logistical terms such as product type, pricing, dates of service, etc., and that any terms and conditions in an Order Document that conflict with, or could be construed to modify, alter, or expand the terms and conditions set forth in this Acceptance Agreement will be null and void.
- 15. Customer Type:** Customer must select the appropriate response below:
Is Customer a United States Federal government agency or instrumentality?
- Yes No (If Yes, Customer must provide any applicable U.S. Federal government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- 16. Customer Funding Source:** Customer must select the appropriate response below:
Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States Federal government funds?
- Yes No (If Yes, Customer must provide any applicable U.S. Federal government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- 17. Additional Terms:** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Acceptance Agreement without additional terms?
- Yes, additional terms required No additional terms needed (If Yes, Customer must provide any applicable additional terms and conditions using Addendum A – Additional Terms, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- 18.** I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #:	Customer Signature:
Cintas Representative Signature: <i>Fernando Corpus</i>	Print Name:
Title: Key Account Manager	Print Title:
Accepted-GM:	Email:
Cintas Enterprise Account: <input type="checkbox"/> Yes <input type="checkbox"/> No	Customer Contact:
Cintas Enterprise Partner Name:	Customer Contact Email:

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? _____

Do you have other sites/locations within your company that are set up for billing with Cintas? YES NO UNSURE

Are you Tax Exempt? YES NO If Yes, where can I get a copy of your tax-exempt form? _____

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: _____

Account Payable Contact Phone #: _____

Account Payable Email: _____

Payer Street Address: _____

City: _____ ST/PROV: _____ ZIP/PC: _____

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

Same as Payer OR Same as Sold-To

Bill-To Street Address: _____

City: _____ ST/PROV: _____ ZIP/PC: _____

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): Leave at Site and Email Email Only Physically Mail Leave at site after service

Do invoices require a purchase order? YES NO If yes, please provide PO# _____

Will the same PO need to appear on each invoice? YES NO Is there an expiration date? _____

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: FC Customer Initials: _____

Cintas Representative Initials: FC Customer Initials: _____

Customer tickets overview

Date Filter is from 2026/03/01 until 2026/03/31 Ticket Status is not Merged

Total Tickets

70

Total Ticket Duration (hours)

1,096.93

Average Ticket Duration (hours)

15.90

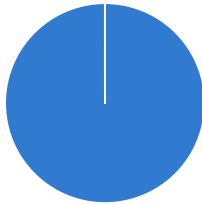
5

Number of Customers

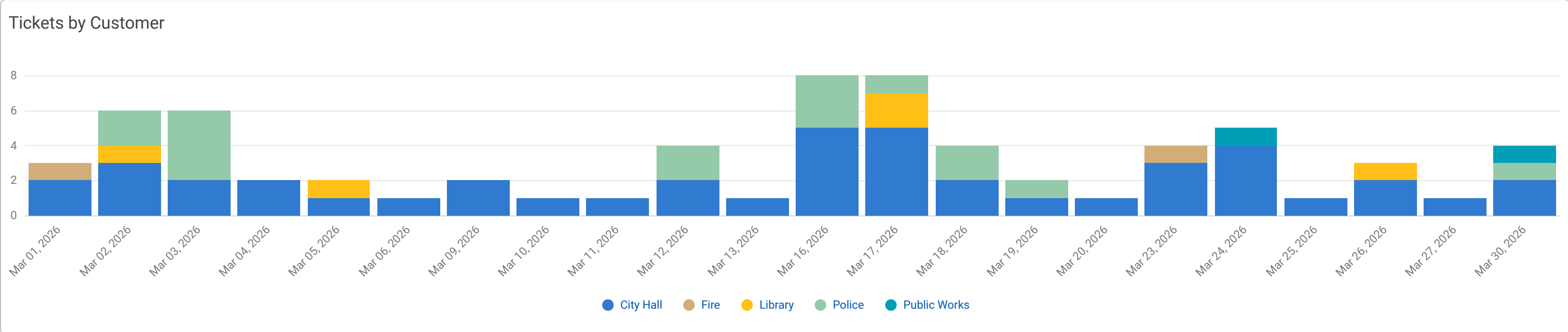
70

Ticket Volume Per Customer

Ticket SLA Category



- No SLA Date 100.00%



Customer Overview

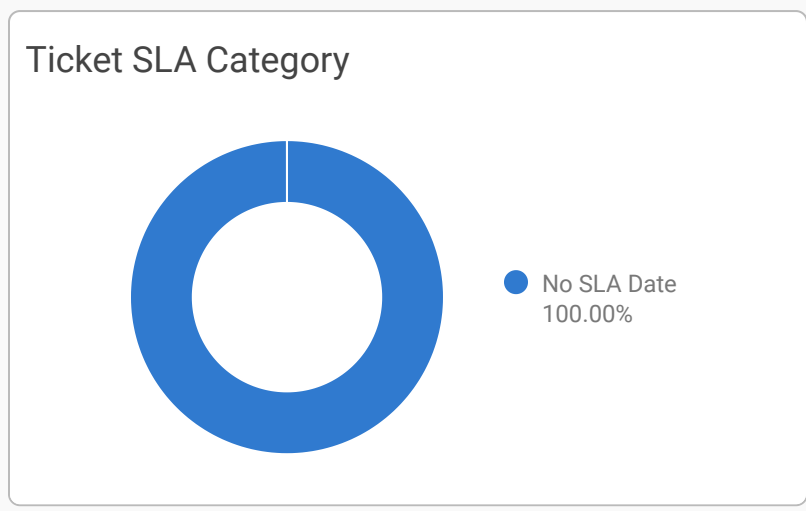
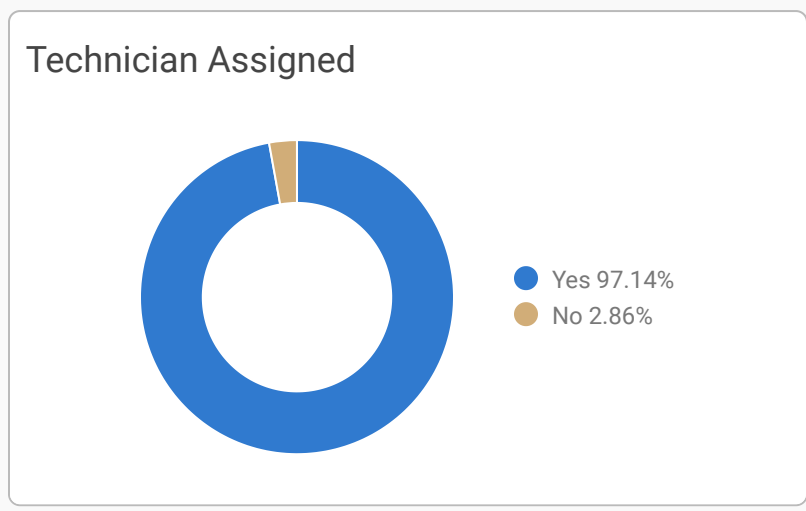
Site name	Number of tickets ▼	Total Ticket Duration (hours)	Average Ticket Duration (hours)	Average First Response Time (hours)	Number of alerts	Exceeded SLA
City Hall	45	618.86	13.75	9.69	0	0
Police	16	52.31	3.27	3.49	0	0
Library	5	400.41	80.08	80.08	0	0
Fire	2	25.30	25.30	22.20	0	0
Public Works	2	0.05	0.03	0.03	0	0

Ticketing summary

Date Filter is from 2026/03/01 until 2026/03/31 Ticket Status is not Merged

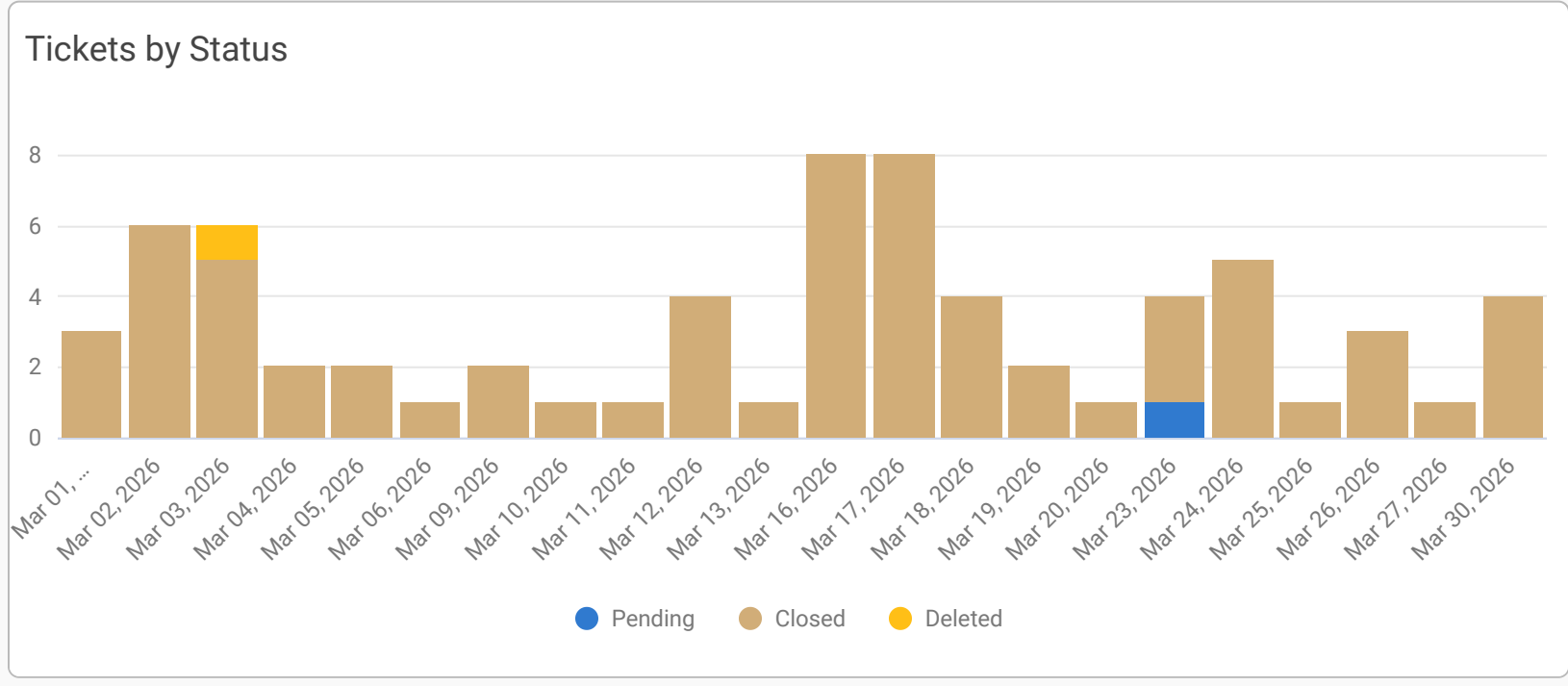
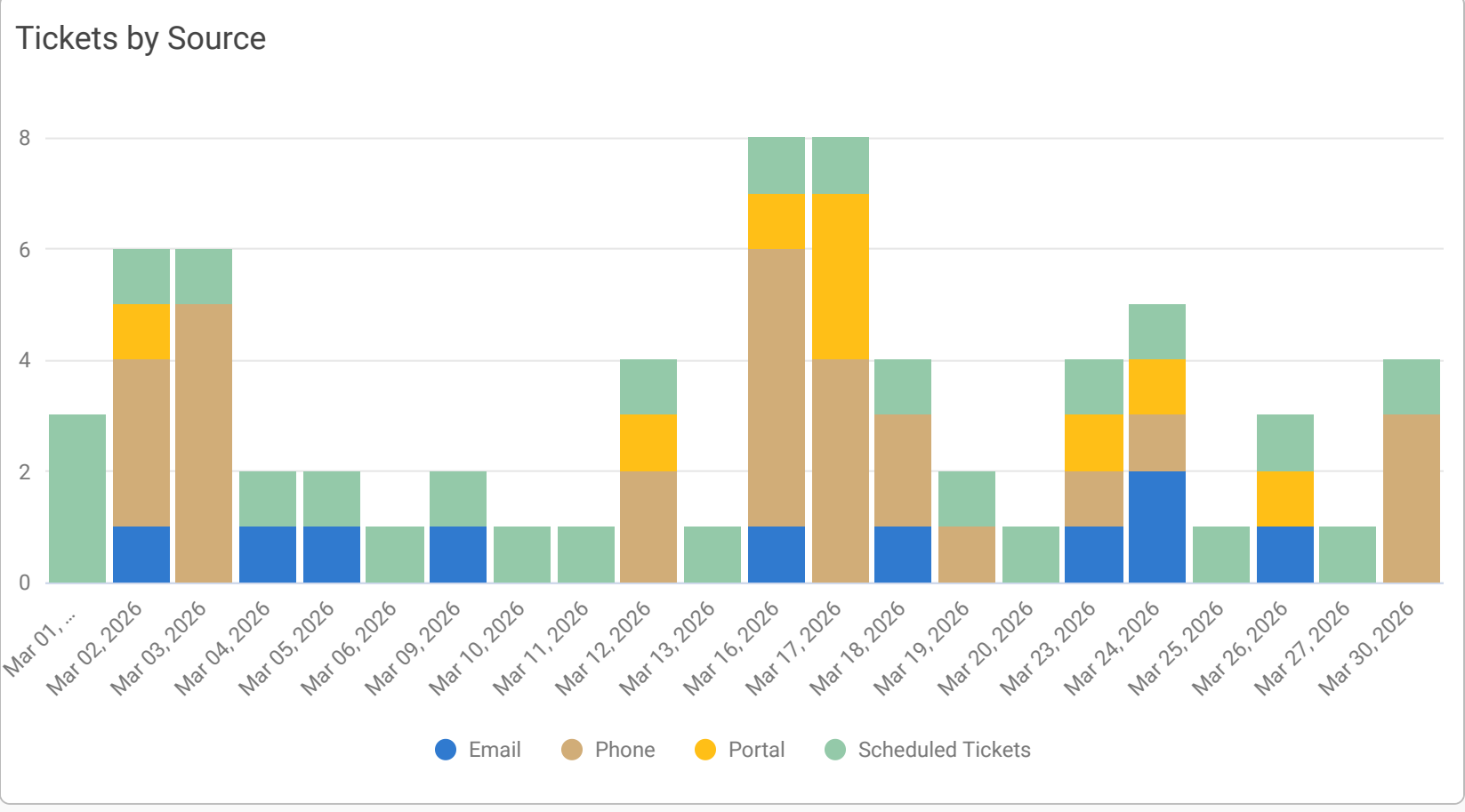
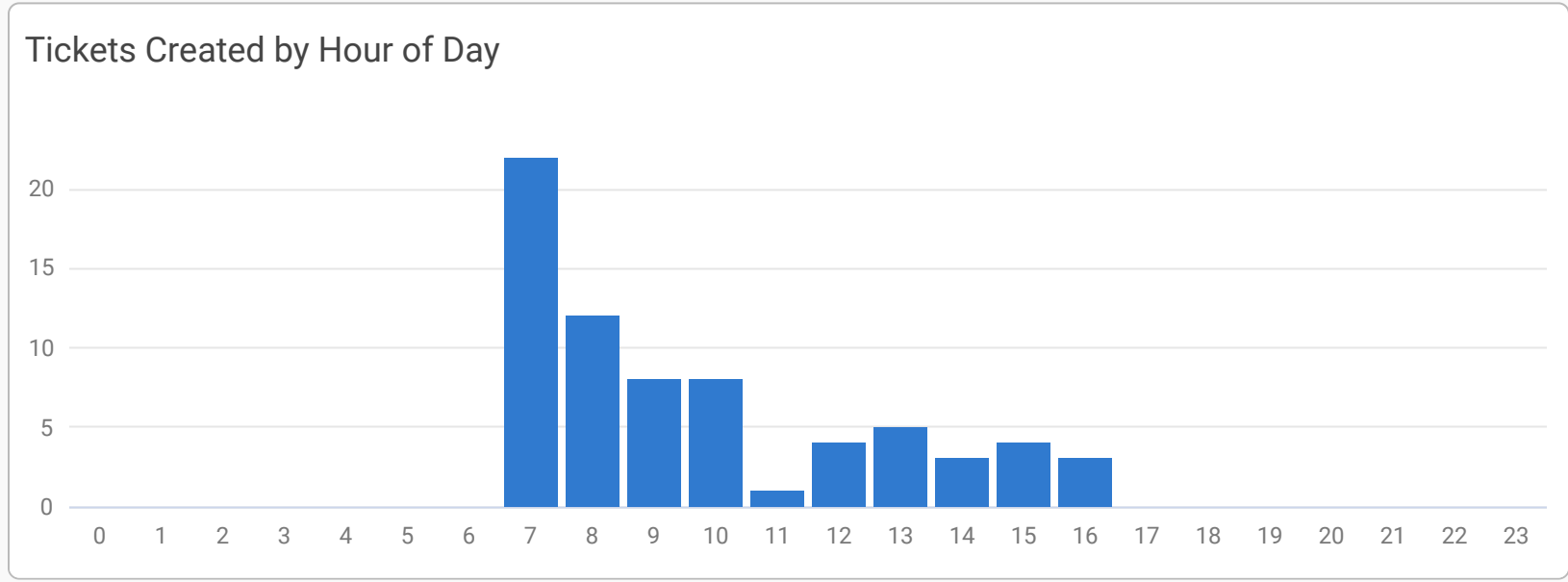
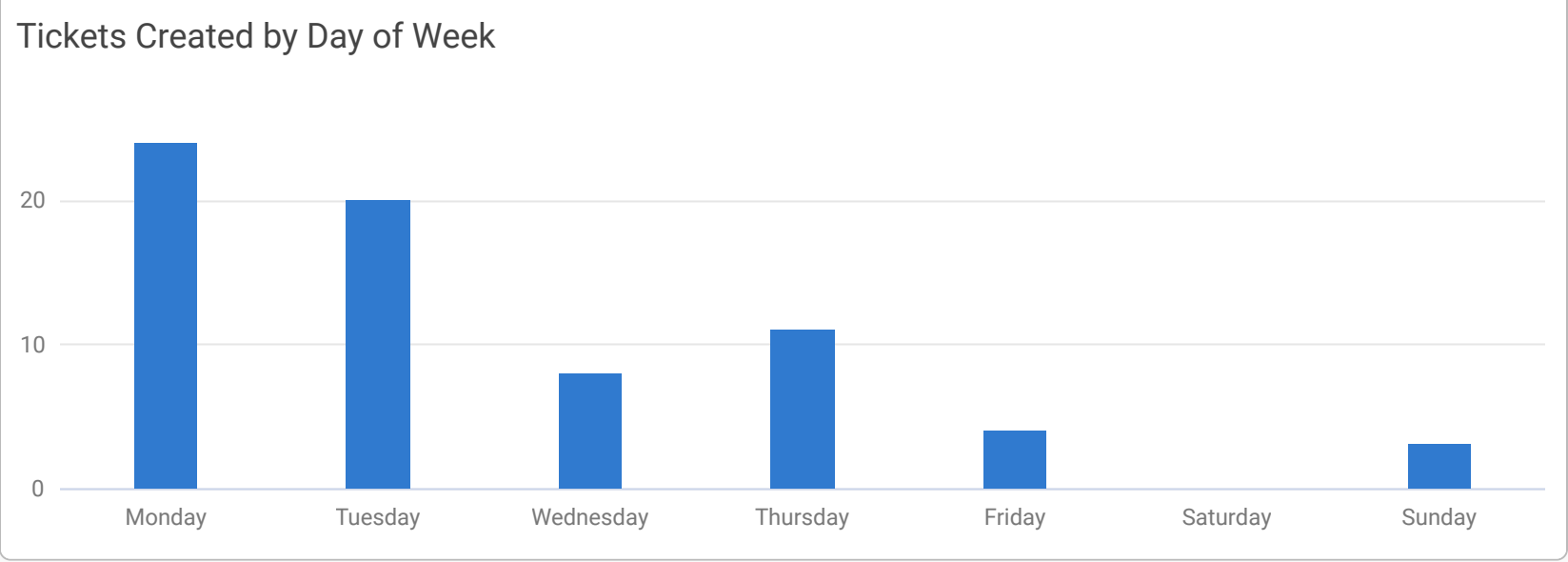
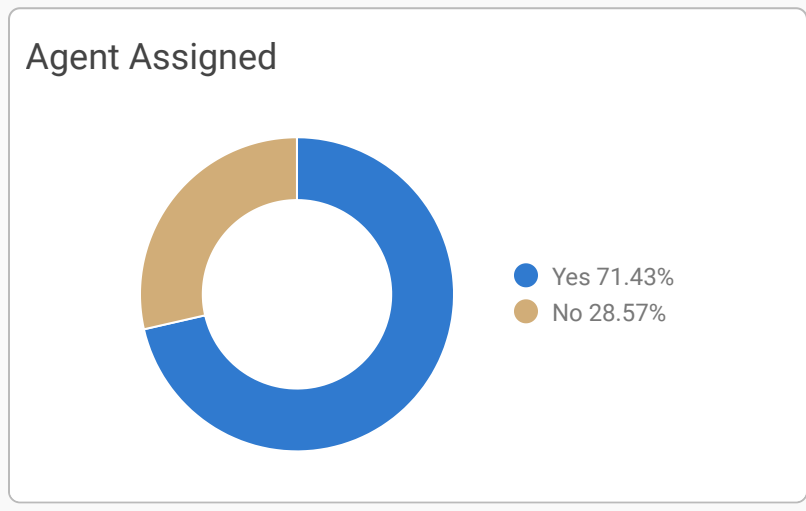
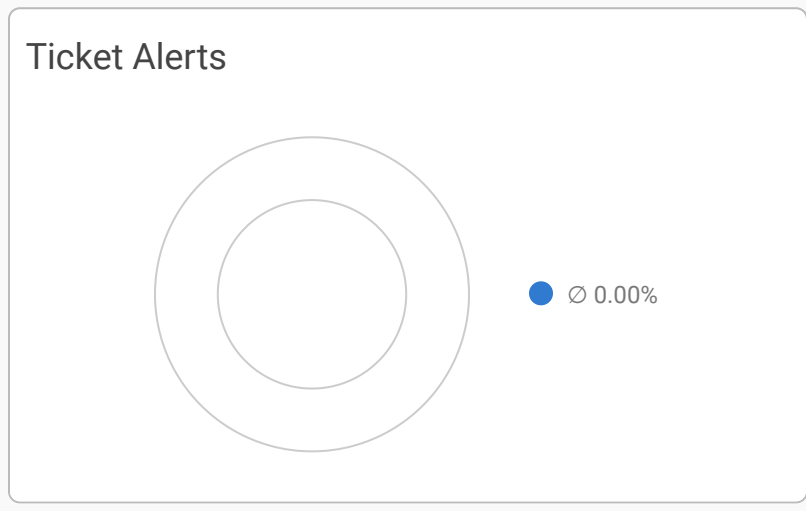
Total Tickets	Total Duration (hours)	Average Duration (hours)
70	1,096.93	15.90

Total Time Entry Duration (hours)
1.68



AI Auto-Tags

Tag Name	Number of Tags
1 Security / Security Alerts and Threats	22
2 Hardware / Printing Device	11
3 Network / Onboarding - Offboarding User	9
4 Application / Application usability & setup	8
5 Application / Access & Permissions	6
6 System / Windows / Login - Password Reset	3
7 Network / Remote Access & Permissions	3
8 Scanner / Scanning Usage & Setup	2
9 Application / Email Management, Delivery and Settings	2
10 Maintenance / Backup and Service Maintenance	2
11 Hardware / Cable - Power - Battery	1
12 System / Windows / Files & folders	1



Technician overview

Date Filter is from 2026/03/01 until 2026/03/31 Ticket Status is not Merged

Number of tickets

70

Total Ticket Duration (hours)

1,096.93

Average Ticket Duration (hours)

15.90

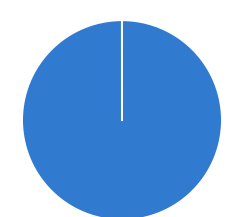
13.52

Average First Response Time (h...

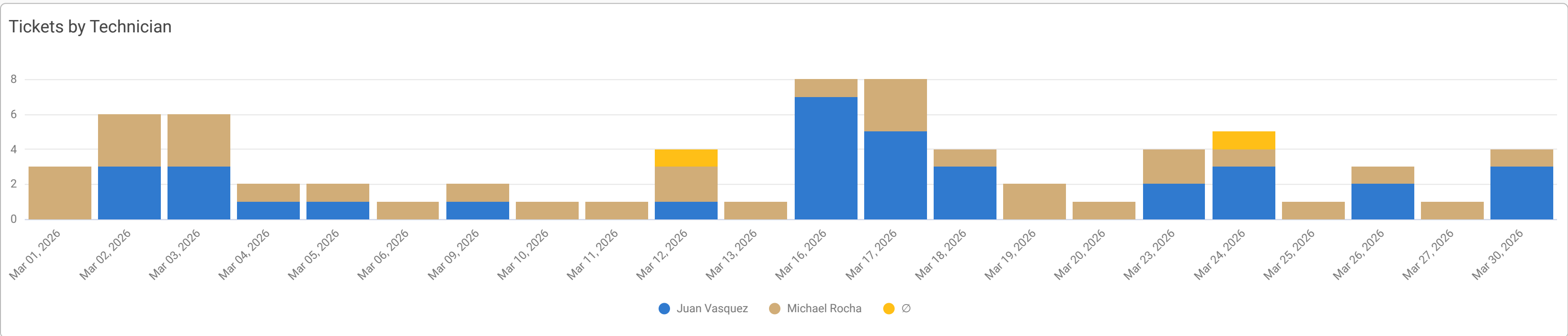
15.90

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	Juan Vasquez	35	537.20	15.35	13.65	0	0	0	0
2	Michael Rocha	33	533.54	16.67	13.42	0	0	0	1
3	∅	2	26.19	13.09	13.09	0	0	0	0

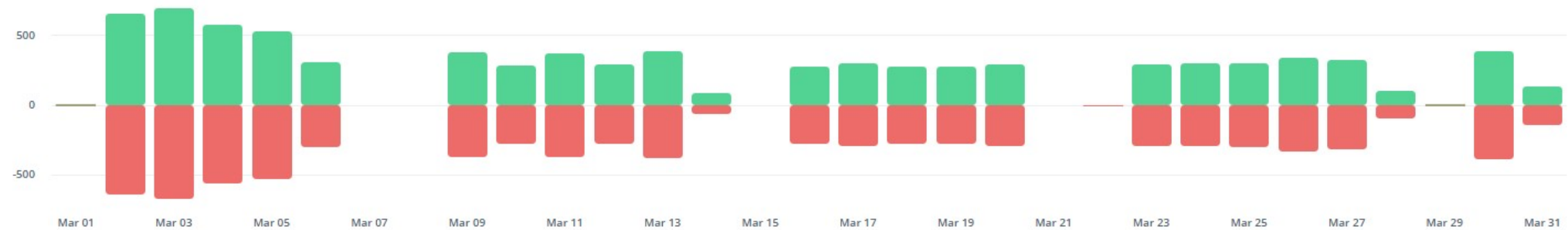


Occupancy 1 Day

Traffic

In 8,206
↑ 2% from last month

Out 8,016
↑ 1% from last month



Net Cumulative Occupancy

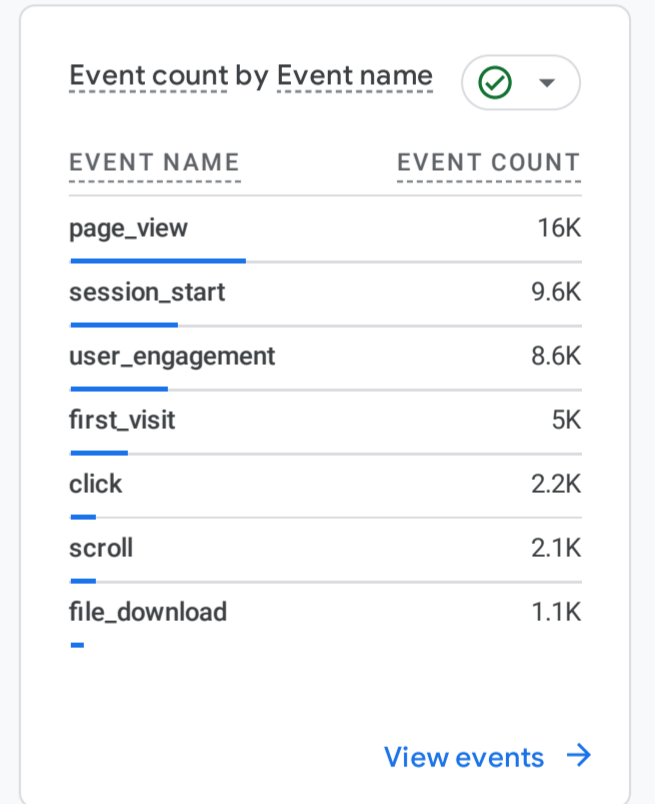
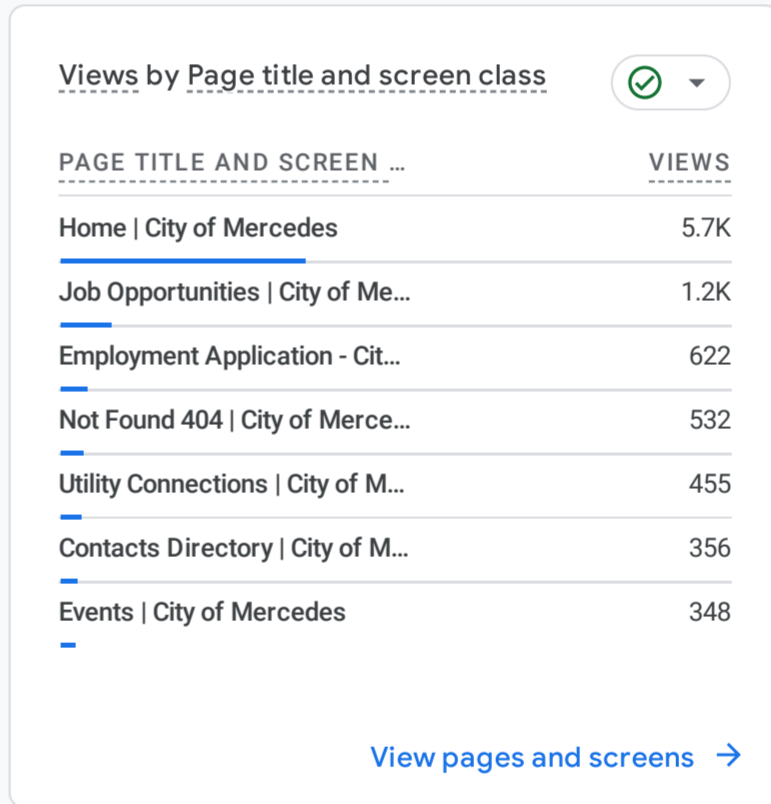
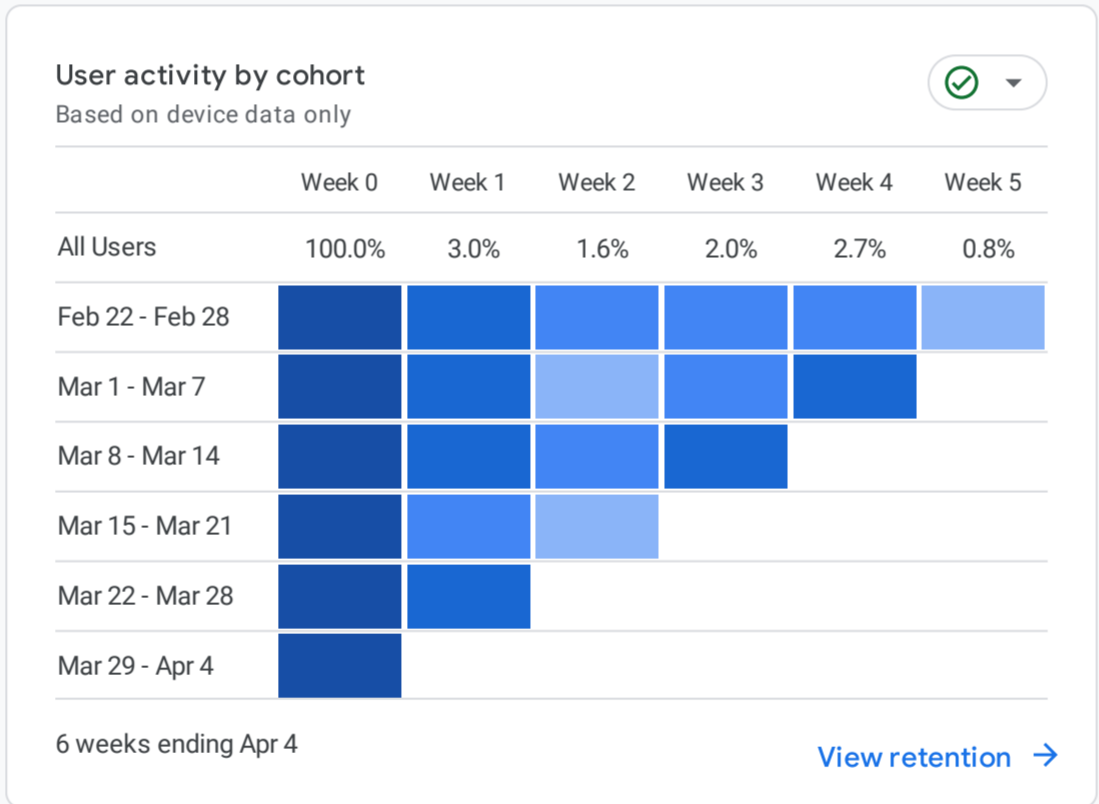
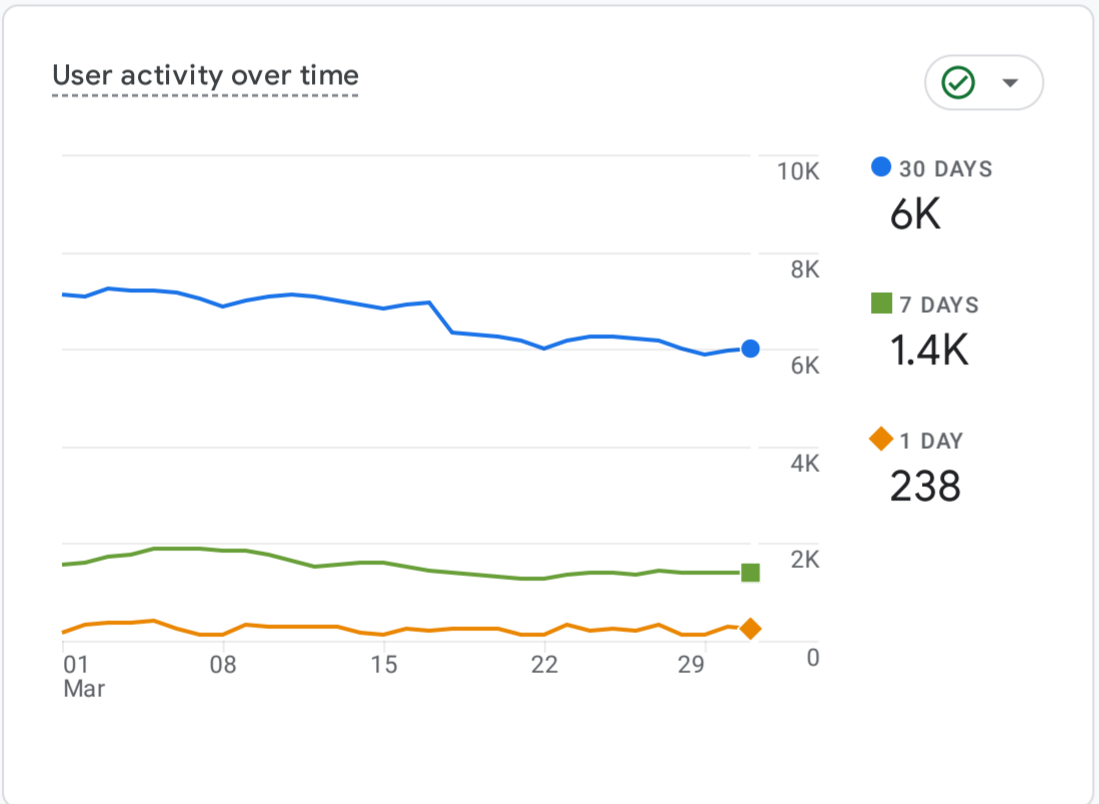
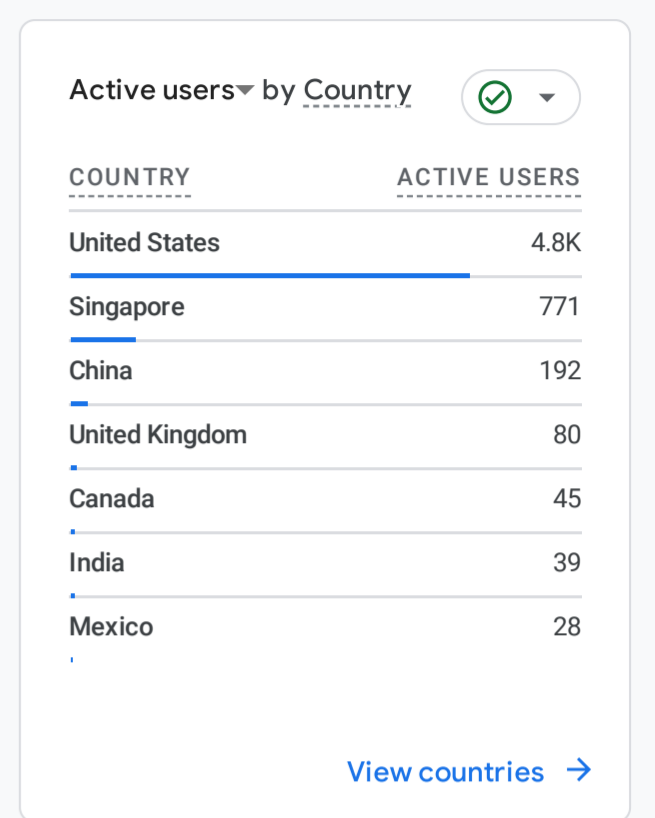
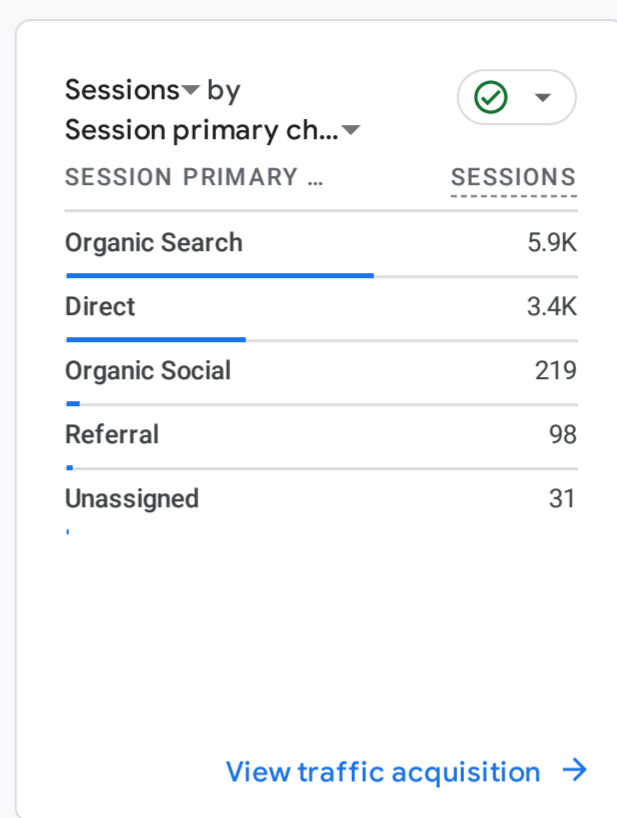
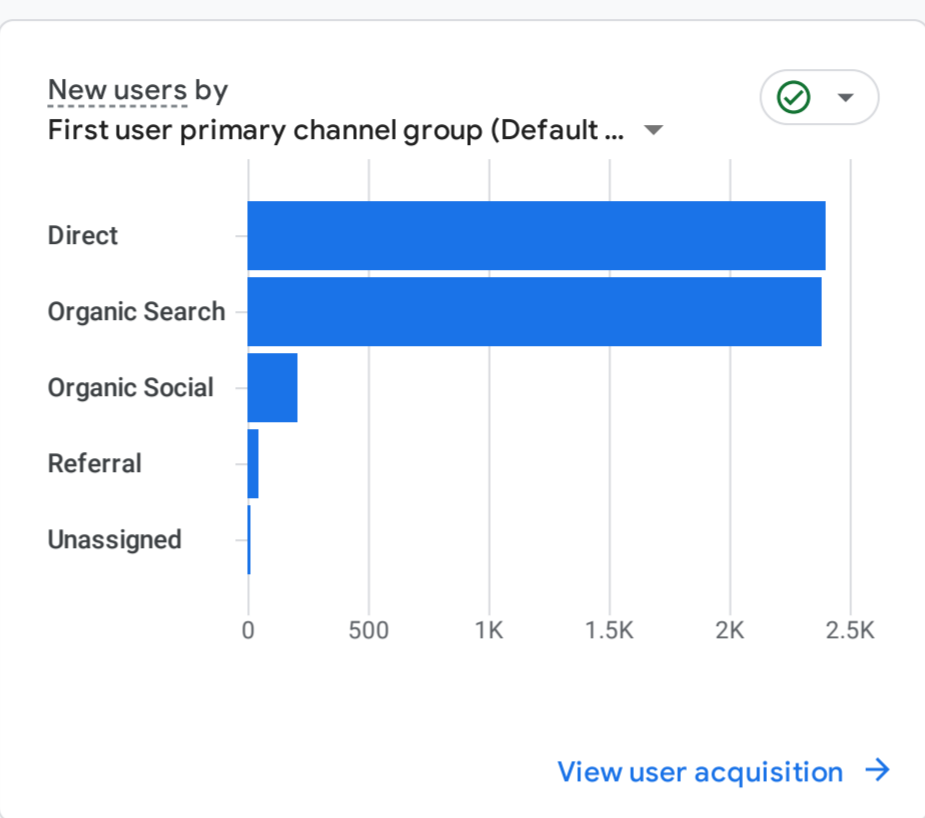
Peak 56
↑ 14% from last month



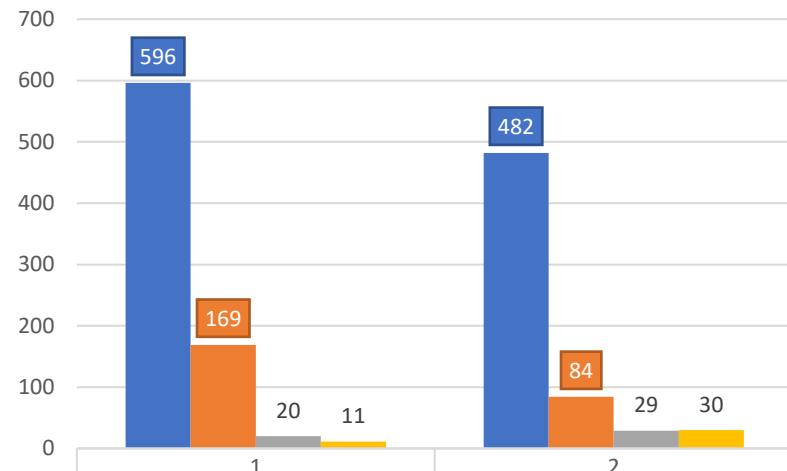
All Users Add comparison

Custom Mar 1 - Mar 31, 2026

Reports snapshot

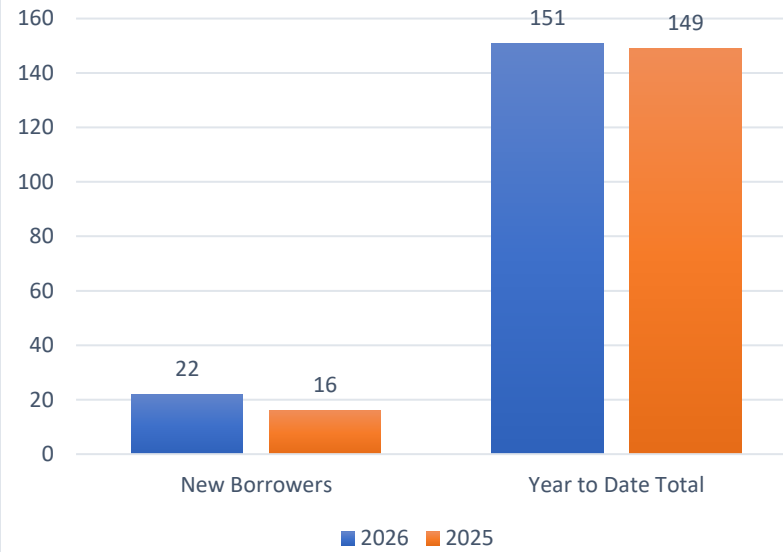


March Library Circulation Comparison (2026 vs. 2025)

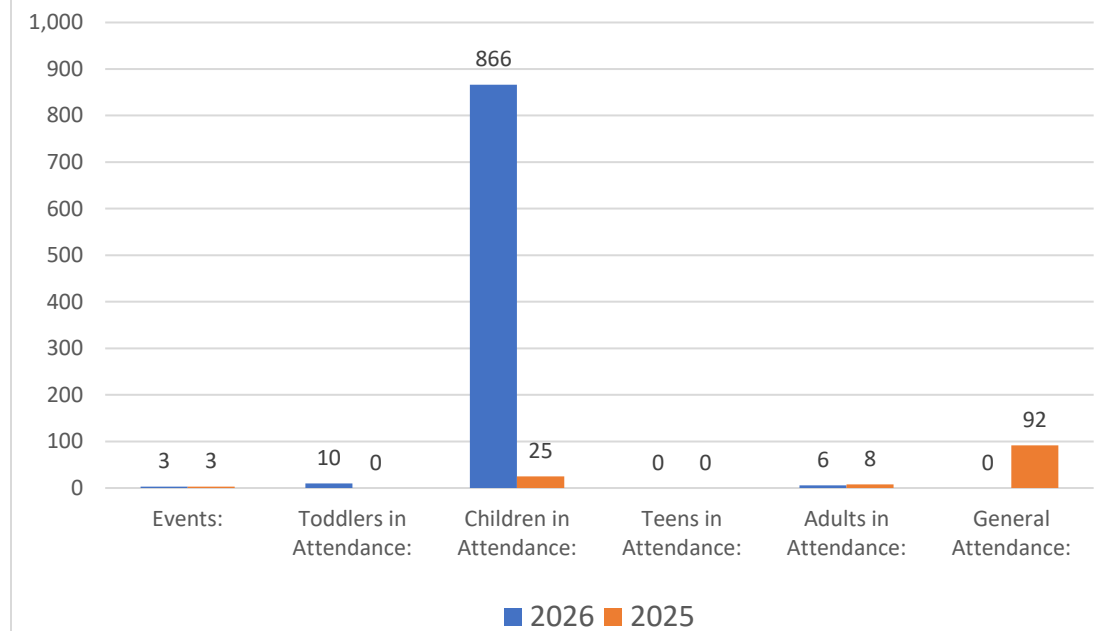


Check-Outs & Renewals:	596	482
In-House Book Circulation:	169	84
In-House Magazine Circulation:	20	29
In-House Newspaper Circulation:	11	30

March Library New Borrowers Comparison (2026 YTD vs. 2025 YTD)

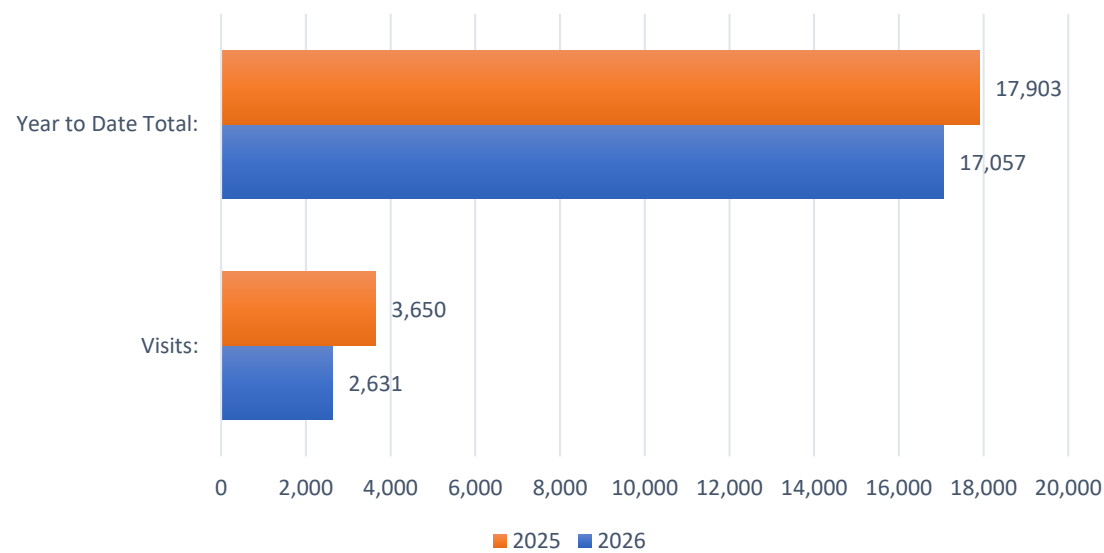


MARCH LIBRARY OUTREACH COMPARISON (2026 VS. 2025)

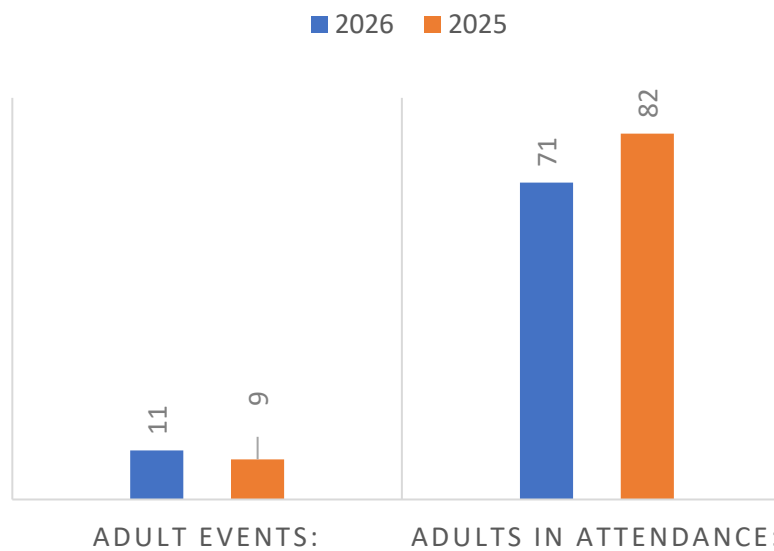


March Library Comparison 2026 vs 2025

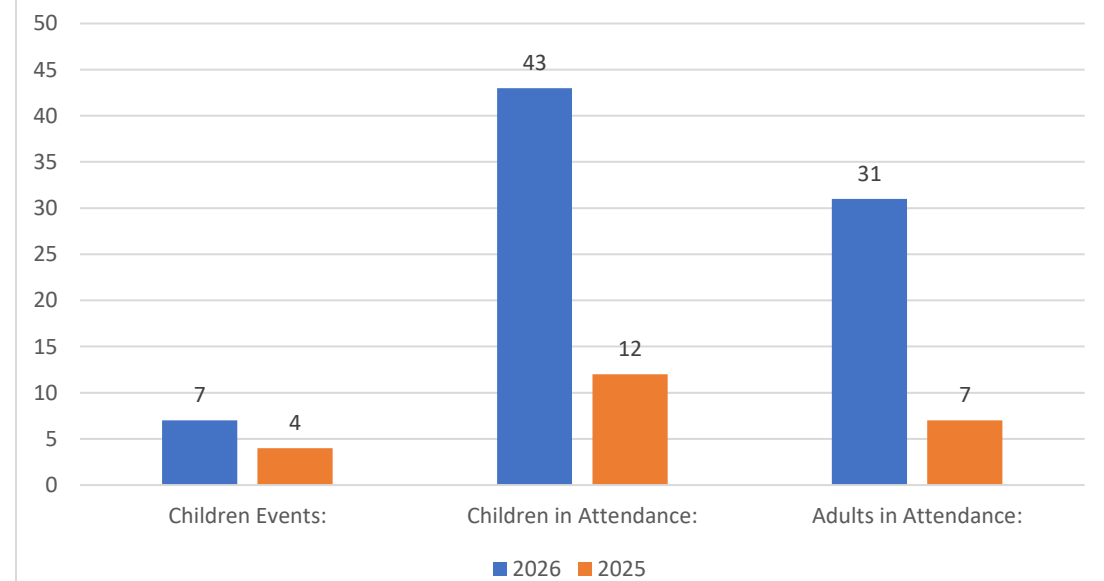
March Library Visits Comparison (2026 YTD vs. 2025 YTD)



MARCH LIBRARY ADULT PROGRAMMING COMPARISON (2026 VS. 2025)



March Library Children's Programming Comparison (2026 vs. 2025)



Dr. Hector P. Garcia Memorial Library Statistical Report

Mar-26

Circulation	2026	2025
Check-Outs & Renewals:	569	482
Year to Date Total:	2,848	2,350
In-House Book Circulation:	169	84
Year to Date Total:	760	518
In-House Magazine Circulation:	20	29
Year to Date Total:	72	126
In-House Newspaper Circulation:	11	30
Year to Date Total:	91	130
New Borrowers:	22	16
Year to Date Total:	151	149

Book & Media Donations	2026	2025
Donations Received:	4	2
Year to Date Total:	140	69
Donations Selected:	2	2
Year to Date Total:	12	29

Computer Sessions	2026	2025
Adult Lab Sessions:	315	414
Year to Date Total:	3,246	4,099
Juvenile Lab Sessions:	41	114
Year to Date Total:	366	543
WiFi:	2,077	1,658
Year to Date Total:	10,869	10,748

Assistance	2026	2025
Reference:	175	200
Year to Date Total:	1,027	1,296
Directional:	268	298
Year to Date Total:	1,762	1,628

Meeting Room Sessions	2026	2025
Sessions:	50	73
Year to Date Total:	264	355

Digital Resources	2026	2025
cloudLibrary Checkouts:	314	140
Year to Date Total:	1,708	930
NewsStand Checkouts:	560	309
Year to Date Total:	2,456	1,811
Biblio+ Views:	92	105
Year to Date Total:	493	637

Library Service	2026	2025
Fax Assistance:	53	52
Year to Date Total:	328	331
Copy Assistance:	98	44
Year to Date Total:	538	555
Scan Assistance:	21	3
Year to Date Total:	111	41
Print Outs:	2,848	1,914
Year to Date Total:	12,763	8,532
3-D Printing:	5	0
Year to Date Total:	23	0
Notary:	5	0
Year to Date Total:	36	0

Technical Services	2026	2025
New Items Added:	110	132
Year to Date Total:	692	1,052
Items Processed:	139	76
Year to Date Total:	444	492
Items Withdrawn:	153	0
Year to Date Total:	4,097	229
Items Recataloged:	58	64
Year to Date Total:	308	181
Items Repaired:	5	2
Year to Date Total:	25	16

Interlibrary Loans (ILL's)	2026	2025
Items Requested:	17	78
Year to Date Total:	158	218
Items Sent:	5	59
Year to Date Total:	87	149

Dr. Hector P. Garcia Memorial Library Statistical Report

Mar-26

Adult Programming	2026	2025
Adult Events:	11	9
Year to Date Total:	46	55
Adults in Attendance:	71	82
Year to Date Total:	374	498

Family Place	2026	2025
Early Learning Space Total:	97	0
Year to Date Total:	443	196
Workshop Toddler in Attendance:	0	0
Year to Date Total:	55	0
Workshop Adults in Attendance:	0	0
Year to Date Total:	43	0

SRP Stats	2026	2025
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

Teen Programming	2026	2025
Teen Events:	0	2
Year to Date Total:	2	6
Teens in Attendance:	0	10
Year to Date Total:	4	30

General Programming	2026	2025
Events:	1	2
Year to Date Total:	7	11
Total General Programing Attendance:	825	650
Year to Date Total:	1041	3133

Children's Programming	2026	2025
Children Events:	7	4
Year to Date Total:	37	24
Children in Attendance:	43	12
Year to Date Total:	169	157
Adults in Attendance:	31	7
Year to Date Total:	106	61

Outreach Programming	2026	2025
Events:	3	3
Year to Date Total:	14	14
Toddlers in Attendance:	10	0
Year to Date Total:	57	0
Children in Attendance:	866	25
Year to Date Total:	1,966	75
Teens in Attendance:	0	0
Year to Date Total:	34	0
Adults in Attendance:	6	8
Year to Date Total:	400	58
General Attendance:	0	92
Year to Date Total:	177	537

Beanstack Stats	2026	2025
Reviews Submitted:	1	0
Year to Date Total:	4	0
Books Read:	11	0
Year to Date Total:	16	0
Challenges Completed:	1	0
Year to Date Total:	4	0
Badges Earned:	19	0
Year to Date Total:	64	0

Toddler Programming	2026	2025
Toddler Events:	1	0
Year to Date Total:	3	0
Toddler in Attendance:	1	0
Year to Date Total:	17	0
Adults in Attendance:	2	0
Year to Date Total:	15	0

Volunteer Hours	2026	2025
Total:	337.75	205.75
Year to Date Total:	1,290.50	1,199.00

Dr. Hector P. Garcia Memorial Library Statistical Report

Mar-26

Curbside Services	2026	2025
Curbside Café:	0	0
Year to Date Total:	7	1
Curbside Circulation:	0	0
Year to Date Total:	1	1
Curbside Other Services:	0	0
Year to Date Total:	1	2

Library Visits	2026	2025
Visits:	2,631	3,650
Year to Date Total:	17,057	17,903

Café Visits	2026	2025
Visits:	618	311
Year to Date Total:	3,263	2,099

Café Sales	2026	2025
Net Sales:	\$ 1,018.55	\$ 1,832.86
Year to Date Total:	\$ 8,081.85	\$ 9,368.95
Sales Tax:	\$ 83.98	\$ 151.32
Year to Date Total:	\$ 662.90	\$ 772.59

Social Media	2026	2025
Library Posts:	33	141
Year to Date Total:	498	690
Library DMs:	0	4
Year to Date Total:	6	25
City Posts:	21	53
Year to Date Total:	104	348
City DMs:	0	17
Year to Date Total:	1	96
Videos Created:	1	0
Year to Date Total:	64	5
Website Updates:	24	2
Year to Date Total:	163	27
HCLS Posts:	0	3
Year to Date Total:	1	23
Flyers	87	13
Year to Date Total:	369	141
Facebook Followers:	5	0
Year to Date Total:	1955	0
Instagram Followers:	0	0
Year to Date Total:	235	0

Digital Assistance	2026	2025
Walk-Ins:	152	0
Year to Date Total:	825	0
Appointment:	2	0
Year to Date Total:	22	0
Telephone:	5	0
Year to Date Total:	25	0
Outreach:	6	0
Year to Date Total:	12	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:	42	0
Year to Date Total:	74	0
Classes:	2	0
Year to Date Total:	6	0
Attendance:	2	0
Year to Date Total:	77	0

**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	4										8
Minutes Reg./Special	2	2	4										8
Ordinances	2	5	1										8
Resolutions	4	12	1										17
Contracts	1	0	2										3
Bids	0	0	0										0
PERMITS													
Sound/Dance	2	3	3										8
TABC	0	2	0										2
VITAL STATISTICS													
Filling w. State	9	7	5										21
Issuing Birth	26	24	28										78
Issuing Death	8	6	2										16
RISK MANAGEMEN													
Vehicle Claims	0	1	2										3
Liability Claims	0	0	1										1
OPEN RECORDS													
Received	26	33	26										85
Responded	24	29	25										78
HUMAN RESOURCI													
New Hires	3	1	3										7
Resignations	3	2	3										8
Retirements	2	1	3										6
Workers Comp	1	2	2										5

Significant Comments:

Mercedes Fire Department

March 2026

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

2026 EMS Incidents

Total Responses

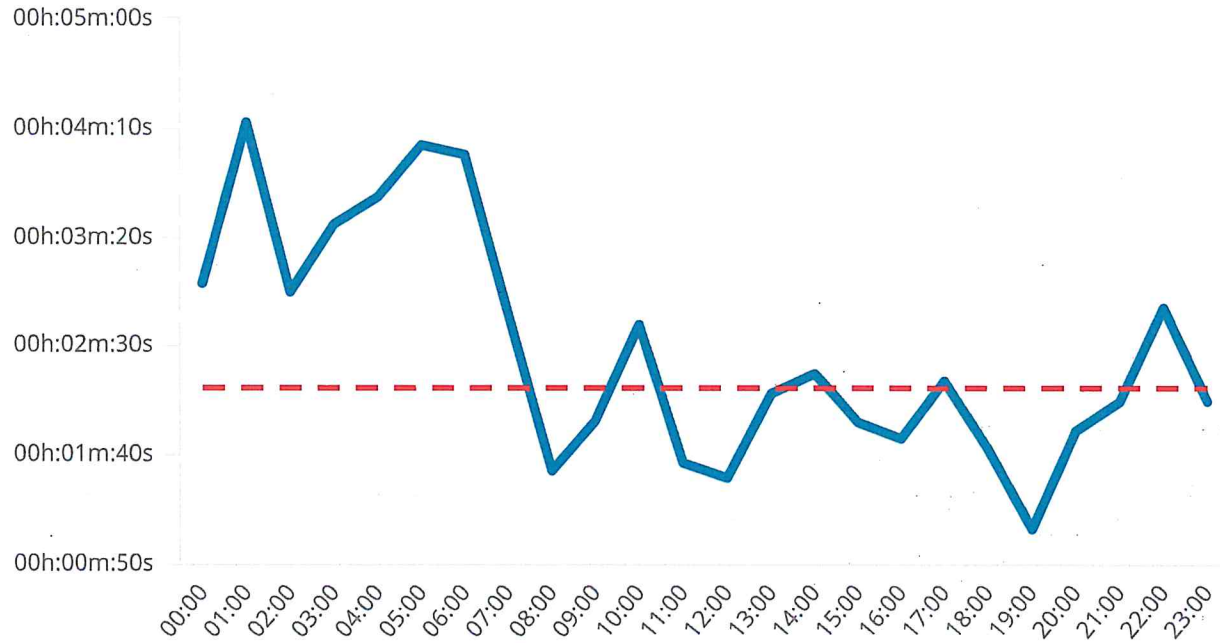
Total Responses
282

Average Chute Time

Average Chute Time
02m:10s

% Chute Time < 4min **91%**

Average Chute Time by Hour of Day



March 2026 Mercedes Fire Incidents

Count of Total Fire Incidents

Count of Incidents

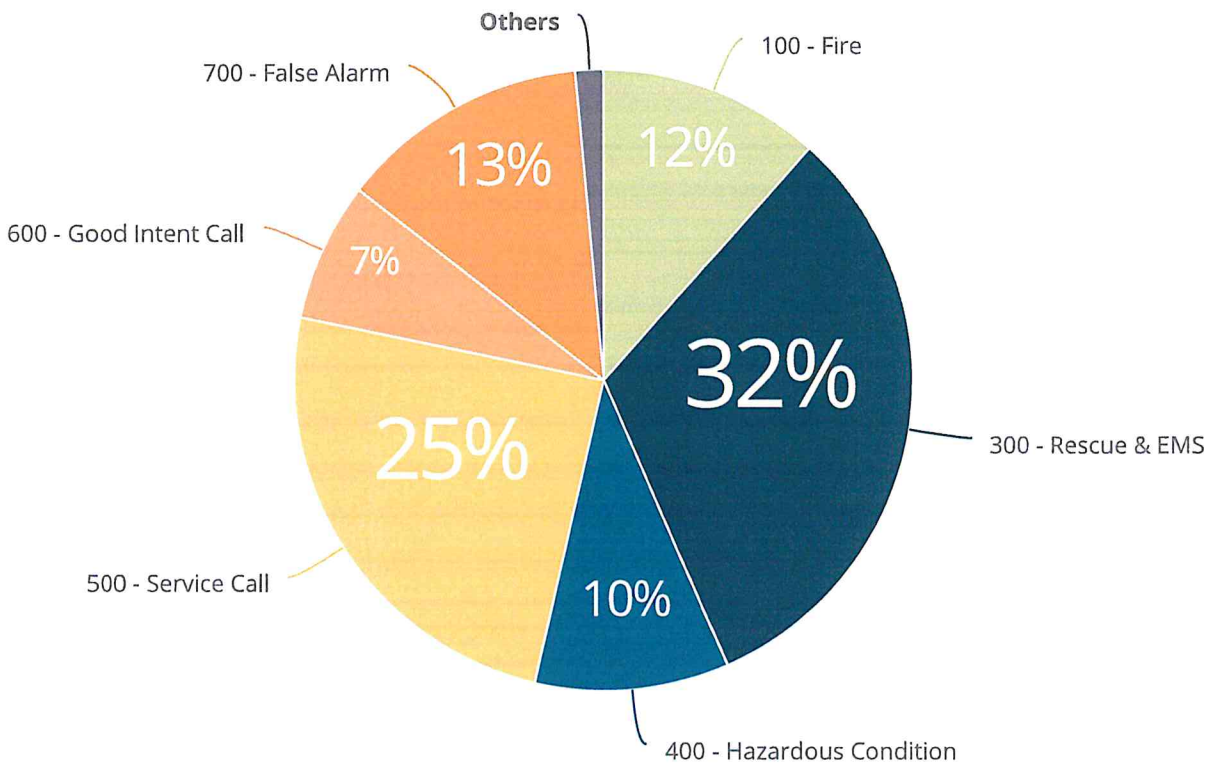
69

Average Dispatch to Arrival Time

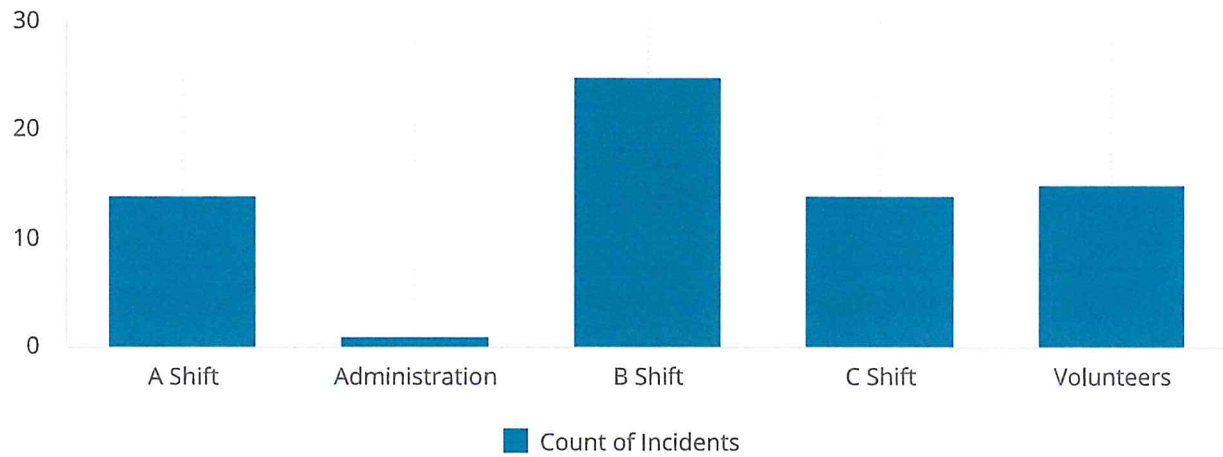
Average Response Time Alarm To Arrival

7m:44s

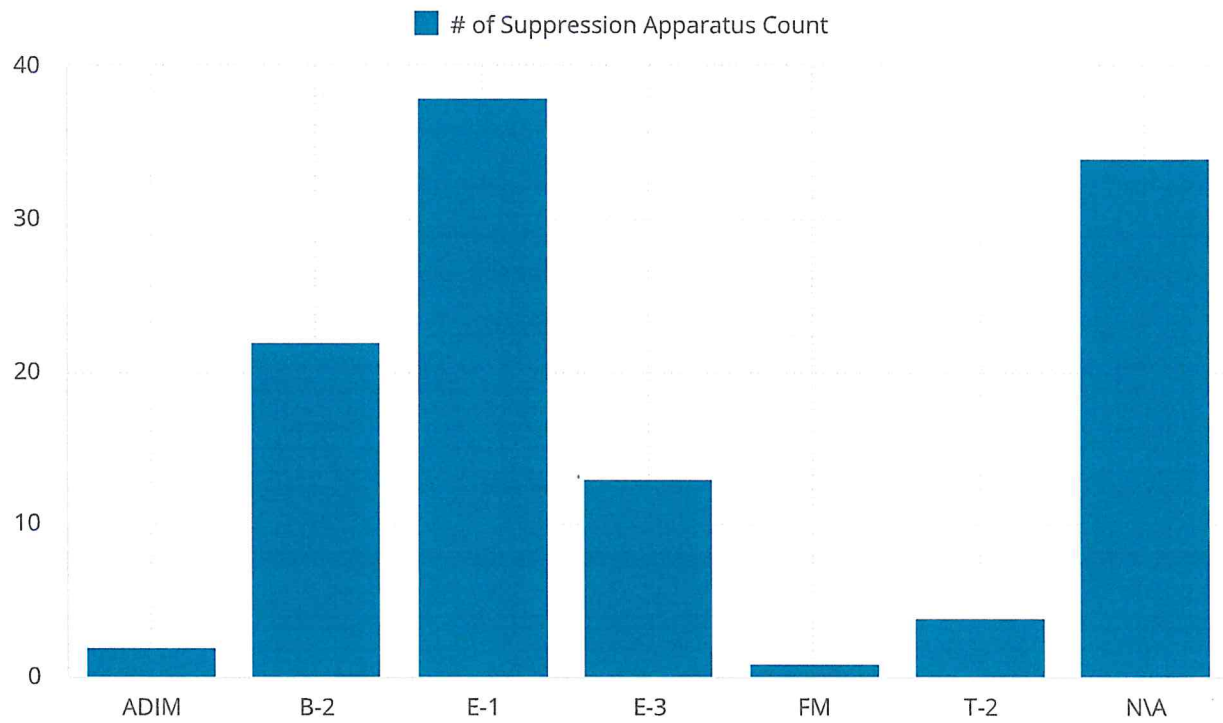
Percentage of Incident Type Group



Incident Count by Shift



Total Count Per Unit





SECOND QUARTER UPDATE

2026



**PUBLIC WORKS DIRECTOR
TOMAS VILLAGOMEZ III**



Come along while
we explore and
revisit some
highlights, jobs
and work orders
completed within
the first quarter of
2026.



UTILITIES CREW #1 IN ACTION

NEW CONNECTIONS AND SEWER LINE REPAIRS ARE PART OF THE DAILY ASSIGNED WORK ORDERS. CREW LEADER J.J. MARTINEZ WAS EXPLAINING TO A FELLOW COWORKER THE PROCEDURE AND DETAILS OF WHAT THEY PAY ATTENTION TO WHEN COMPLETING THESE JOBS.



REPLACING A VALVE ON A 2" LINE





UTILITY CREW #2

AS MERCEDES IS GROWING AROUND THE OUTSKIRTS OF TOWN, THE CENTRAL HEART OF MERCEDES STILL HAS GROWTH AND NEW DEVELOPMENT. CREW#1 WAS TAPPING INTO THE MAIN WATER LINE TO RUN A CONNECTION FOR THE NEW WATER METER TO BE INSTALLED.

MILE 1 E
W.O.#431813
NEW SERVICE- WATER TAP

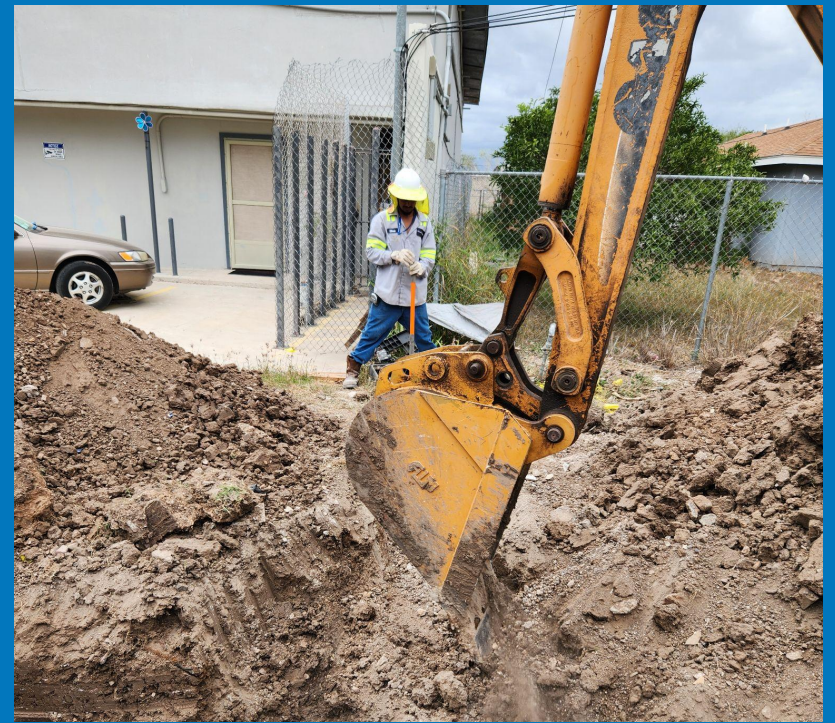




REPLACING A MAIN WATER LINE

740
LINEAR
FEET





DOING THIS JOB AFFECTED
34 HOMES WHO DID NOT
STAY WITHOUT SERVICE
WHILE CONNECTING TO THE
NEW LINE.

SAFETY FIRST- DEMONSTRATING GOOD P.P.E. PRACTICE



STRIKE TEAM —ATTACKS



CLEARING THE PATH IN THE ALLEYS



CUTTING DOWN AND CLEARING OUT THE OVERGROWN GRASS AND TREES





**THE
ALLEY
OF
GARZA ST.
WO.401387**





**1400 BLOCK
OF
MISSOURI
IN THE
ALLEY**

**W.O. #
407690**





TRASH PICK UP ALONG THE EXPRESSWAY

STRIKE TEAM W.O.#337111



**A PROJECT THAT
IS IN THE WORKS.**

**STREETS TEAM
WILL BE
WORKING ON
UPDATING AND
REPLACING OLD
STREET SIGNS.**

**W.O.# 427261
FLORIDA AVE.**



**DOWNTOWN
TRASH BINS -
FRIDAY'S
CLEANUP CREW
GETS TO WORK
EARLY IN THE
MORNINGS TO
ENSURE THE
CITY IS TAKEN
CARE OF.**





When the weather changes and before rain starts coming down, our Public Works team all head out and ensure the the drains and inlets are not clogged and have no debri.

DRAIN AND INLET MAINTENANCE W.O.#386590

DRIED GRASS, LEAVES AND TRASH CLUTTER



The excess of material laying around always finds its way to a inlet. After yard work, grass clippings, dried leaves, litter or trash just float on over and prevent water from draining in a timely manner.



A CHANGE OF SCENERY

ACCESSIBILITY TO ALL
WITH OUR
SIDEWALK PROJECT
AND A NEW LOOK
IS COMING OUR WAY

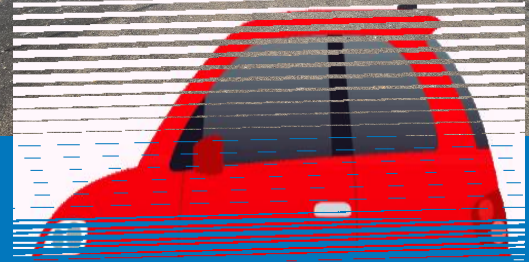


**CHECK BACK NEXT MONTH FOR SOME
OUTSTANDING WORK AND UPDATE TO OUR
SIDEWALK PROJECT.**

**W.O.#351426
CUT TREES ON
R.O.W.**

STREET PROJECT ON WASHINGTON





FROM 6TH STREET TO 10TH STREET - WASHINGTON AVE GOT A NEW ROAD



W.O.#158276 ALLEY MAINTENANCE

Over 300 pothole patching work orders were completed within the first three months of 2026.



W.O.#339876



W.O.#339746

POTHOLE PATCHING



W.O.#344969 & W.O.#368619



**MANHOLE
MAINTENANCE
- W.O.#376277**



MANHOLE MAINTENANCE W.O.#397328



**PUBLIC WORKS GOT A NEW FLEET OF TRUCKS
STREETS CREWS ARE ABLE TO ACCESS AREAS
AND HAUL OFF LOADED
TRAILERS**



NEW FLEET OF TRUCKS FOR OUR UTILITY DIVISION!



2 HEAVY DUTY
UTILITY TRUCKS.

EQUIPPED TOOL BOXES
ALLOW
RESPONDING TO
EMERGENCY WATER
BREAKS AND SEWER
STOPS MORE EFFICIENT.





THE PUBLIC WORKS DIRECTOR AND SUPERVISORS
NOW HAVE RELIABLE TRUCKS TO ALLOW THEM TO RESPOND PROMPTLY.

You can always count on **PUBLIC WORKS!**

We are working together and moving forward in the workplace.

**Establishing clear, shared goals,
promoting open communication, and fostering trust.**